

Dear **Abha Pravin Kale**

**Congratulations!!**

Thank you for your participation in the '**Campus Recruitment Program**'. We are happy of your selection and pleased to offer you an opportunity to join us for the position of **EXECUTVE** at SILVER OAK Pvt. Your place of work would be Bangalore and the same is subject to change based on the business requirements

Your annual Total Fixed Pay would amount to **362000INR**. Your bonus reward opportunity will be 8% of your earned Total Fixed Pay. Annual Bonus Program awards are contingent on a variety of factors including individual and Company performance and will be determined by the Company in its sole discretion.

Your employment with Great West Global is contingent upon successful completion of the following conditions:

- A) The Company shall conduct background checks which may include your work history, education details, criminal history, and other information as required by company policy, client requirements and applicable laws as per normal process and procedures.
- B) You are required to complete your current academic course with an aggregate of 50% in the first attempt in the current academic year with no backlogs

Subject to satisfactory completion of the above conditions and at the sole discretion of the Company, you will be formally offered to join SILVER OAK Pvt. Ltd.

Our formal Offer letter for Employment will be handed over to you on or prior to the date of joining. Kindly accept this offer, by signing in the space provided below and return it to us as token of your acceptance. In case of any queries please feel free to contact

We once again like to congratulate you on your selection and welcome you to SILVER OAK Pvt. Ltd. Family. We look forward to a long and mutually rewarding association.

Sincerely,

For SILVER OAK Pvt. Ltd.

Authorized Signatory

**Name:**

**Name of the College/Institute:**

**Date:**

**Signature:**



## OFFER LETTER

Dear A DHANUSH RAJU,

Subsequent to your meetings with Go Digit General Insurance Limited, we are pleased to make an offer of employment on the following terms and conditions:

- 1.1 You shall be appointed to the position of **Graduate Trainee Engineer – Analytics and Data Science**.
- 1.2 As an employee of the Organisation, your Gross Annual Compensation (Cost to Company) will be **Rs. 450000/-** (Rupees Four Lac Fifty Thousand Only).
- 1.3 Your Gross Annual Compensation will include a performance-linked variable of **11.00%** subject to achievement of pre-defined targets.
- 1.4 All terms and conditions of your employment, including the code of conduct, will be in accordance with the Company's policies and procedures and the Employment Agreement.
- 1.5 The Trainee Program will be for a period of **1 year** from your date of joining.
- 1.6 Your employment will also be dependent upon completion of your Graduation / Post Graduation as per the training programme.
- 1.7 Your employment with the Company is subject to:
  - (a) The accuracy of the testimonials and information provided by you; and,
  - (b) You being free from any contractual restrictions preventing you from accepting this offer and will return receipt of acceptance of this offer within 5 workings days.
- 1.8 At any time, the contract may be terminated by either party by giving 90 days' notice in writing. Go Digit General Insurance reserves the right to payment of salary in lieu of the notice period.
- 1.9 We are glad that you have accepted our offer. In order to confirm your joining, you would be required to submit a proof of your resignation from your current company





within 7 days of receipt of this offer letter. In case of failure to submit the same within the stipulated time period, the company reserves a right to withdraw this offer.

On the day of your joining kindly bring photocopies of your certificates (all education qualifications, address proof, Pan card copy, ID proof, all previous employers' certificates, Form 16, Last employer's salary slip of last 3 months, relieving Letter from last employer), along with four passport size photographs.

This offer is being issued subject to successful verification of all your documents submitted. As a token of your acceptance of our offer and the terms of this letter, please sign in the space provided below and return the same to us. We are excited at the prospect of having you join us and look forward to a rewarding association.

**Annexure A**  
**Compensation Entitlement Sheet**

	<b>Monthly</b>	<b>Annual</b>
Basic Salary	11,667	140,000
HRA	4,667	56,000
Education Allowance	200	2,400
LTA	972	11,662
Statutory Bonus	972	11,662
Special Allowance	12,495	149,942
<b>Gross Salary</b>	<b>30,972</b>	<b>371,666</b>
<u>Employer Contributions</u>		
EPF	1,800	21,600
ESI	0	0
Gratuity	561	6,734
<b>Fixed Compensation</b>	<b>33,333</b>	<b>400,000</b>
<b>Variable Pay</b>		<b>50000</b>
<b>Annual Cost to Company</b>		<b>450,000</b>

**Deductions:**

EPF	1,800	21,600
ESIC	0	0
PT Deduction	200	2,500
<b>Net Pay</b>	<b>28,972</b>	<b>450000</b>

\*TDS deduction is subject to taxable income.

\*\*If your Annual Compensation includes a performance-linked variable then the payment will be subject to achievement of predefined targets. Variable pay shall be paid depending upon the performance of the employee and as per the company policies. Employee who has resigned or is serving his/her notice period, as on the date of payment, will not be eligible for payment of variable pay.

\*\*\* Eligibility for increment shall be depending upon the performance of the employee and as per company policies. Employee who has resigned or is serving his/her notice period will not be eligible for increment.

Sincerely,

**For Go Digit General Insurance Limited**



**Amrit Jaidka Arora**  
**CHRO**

**Vibhanshu Patel**



## EMPLOYMENT CONTRACT

between

Hemmersbach India Private Limited,  
M/s. Whitefield Area Commerce and Industries Association (WACIA),  
No.40-J, WACIA Road, Mahadevapura post, Bangalore - 560048 a  
Company incorporated under the Companies Act, 2013  
- hereinafter referred to as the “Company” -

and

- AAKASH GOWDA K A

- hereinafter referred to as the “Employee”<sup>1</sup> -

Each of the aforesaid shall hereinafter be referred to individually as a “Party” and collectively as “Parties”.

The following employment contract is concluded:

### 1 COMMENCEMENT OF THE EMPLOYMENT CONTRACT

The employment contract shall commence accordingly.

### 2 PROBATIONARY PERIOD

- 2.1 A probationary period of six (6) months is agreed and shall end on 03.04.2021. An extension of the probationary period may be determined by the Company in its sole and absolute discretion.
- 2.2 The employment contract may be terminated by either party at any time during the probationary period giving a written notice period of one (1) month to the other party or paying the equivalent of one (1) month’s Basic Salary in lieu of such notice.

### 3 TYPE AND SCOPE OF THE ROLE

- 3.1 CHANDU Lis employed as a Service Desk Manager.
- 3.2 The Employee shall work exclusively for the Company and shall perform such duties, functions and responsibilities as are customarily associated with such position and as directed by the Company. The Employee will perform his duties with due care, skill and highest professional standards to the satisfaction of the Company’s management. The duties and responsibilities of the Employee are as set out in the job description as attached in ANNEXURE A.
- 3.3 The nature of the Company’s business requires that the Employee is flexible in his approach to work in order to service its best interests. Accordingly, the Employee agrees that the Company may at any

time vary the position, scope of duties, and responsibilities of the Employee. The Employee may be required to undertake

<sup>1</sup>

References to the masculine form always refer to both male and female employees. For the purposes of simplification the masculine form is used.

different duties or reporting line be changed in order to take into account the changing needs of the Company's business and Employee's role within it.

- 3.4 The Employee is employed to work at the Bangalore site. It is possible that the Employee may be relocated to a different site due to a project at any time for operational reasons. No expenses will be payable to the Employee for relocation/travel etc. for the purposes of joining.
- 3.5 Clauses 3.3 and 3.4 shall not affect the remuneration provisions.
- 3.6 The Employee shall serve the Company faithfully, conscientiously and to the best of his ability and shall promote the interests and reputation of the Company. The Employee will abide by the time schedule and holiday schedule of the Company and will show due commitment and diligence in his work.
- 3.7 The Employee shall place all of his work capacity at the Company's disposal. The Company shall be informed in writing of any secondary employment. Secondary employment which affects the work assignments of the Employee and the legitimate commercial interests of the Company may only be exercised after consent has been given. During the term of this employment contract the Employee may not conclude any business transactions on his own behalf or on account of a third party.
- 3.8 Unless prevented by sickness or disability, the Employee shall devote all of his time, attention, knowledge, energy and skills during normal working hours and at such other times as the Employee's duties and responsibilities may require. The working hours are however to be placed in accordance with Company, client and project requirements. The Employee understands that as the Company works with strong global interactions, there will be a need for meetings, conference calls at different timings and days including holidays.
- 3.9 The Employee is obligated to participate in the improvement and reduction in price of work procedures and distribution procedures.

#### 4 WORKING HOURS

- 4.1 The Employee will place his entire effort, knowledge, and skill in the service of the Company. She shall work a minimum of 40 (forty) hours on five days per week. She is obliged, however, to be available for the Company at any time, as far as the concerns of the Company require, and to attend to its interests without any entitlement to overtime pay or other compensation.
- 4.2 [The Employee is obligated to be available to be on-call or on-standby. The frequency and scope of being oncall / on-standby shall be determined by the department.]
- 4.3 Daily starting and finishing times and breaks shall comply with the respective company operational arrangements. The Company is entitled to make changes to this.

#### 5 REMUNERATION

- 5.1 The Employee shall receive an annual salary in the amount of INR 3,36,000.00 gross. The remuneration is to be paid in Indian Rupees in twelve (12) equal parts.

- 5.2 Payment shall be made on the last day of the month by bank transfer to a bank account of the Employee, details of which shall be given within one (1) week of the conclusion of the contract.
- 5.3 The remunerations paid to the Employee shall be subject to usual statutory and other deductions, including tax and any other contributions normally required to be withheld by an Employer under applicable laws in India.
- 5.4 The Employee shall be solely responsible for paying any taxes direct or indirect, State or local and other obligations and the filing of any required returns or other information relating hereto.
- 5.5 The Employee is obligated to keep the amount of his payments confidential.

## 6 ACCEPTING THIRD-PARTY BENEFITS

The Company is committed to ensuring all business relationships with suppliers and clients are legal and based on professional integrity. The Employee shall strictly adhere to Company's business conduct and Integrity policy and refrain from accepting gifts from Vendors / Suppliers / Customers / Other agencies at all times. The Employee is obligated to immediately inform the Company of any such attempts made towards him.

## 7 OVERTIME/OVERTIME PAY

The Employee is permitted trust-based working hours. In return any overtime worked is compensated in full by salary without any additional entitlement to overtime pay or other compensation.

## 8 INABILITY TO ATTEND TO WORK

- 8.1 Any inability to carry out duties shall be reported to the Country Manager or direct supervisor immediately, as well as the duration and the reason. This must be done between 8:00 a.m. at the earliest and 9:00 a.m. at the latest (sick report).
- 8.2 On the last day of absence from work the Country Manager or direct supervisor shall be informed about when the employee will resume his/her work by phone. This must be done by 4:00 p.m. at the latest (recovery report).
- 8.3 If the Employee is ill for longer than two (2) days, a doctor's note regarding his inability to attend work and the expected duration shall be provided not later than on the third (3) day after the commencement of the inability to work. A new doctor's note shall be submitted on the next working day after the expiry of the expected duration of the inability to attend work as stated in the doctor's note.
- 8.4 If the Employee repeatedly and, despite warnings, fails to inform the Company of his illness and / or fails to present the Company with a doctor's note, the Company is entitled to terminate the employment contract without adhering to a notice period.

## 9 CONTINUED REMUNERATION WHEN UNABLE TO ATTEND WORK

- 9.1 If the Employee is not able to attend work due to illness, he shall be entitled to a maximum of twelve (12) days per annum of paid sick leave.
- 9.2 Accrued sick leave can't be carried over to the next calendar year.
- 9.3 Paid sick leave may not be used to extend a holiday or vacation and once an employee has given notice to quit. Sick leave will not be paid out upon the termination.

- 9.4 If the Employee has the right to claim damages from a third party regarding loss of earnings which he is entitled to because he is unable to attend work, he hereby assigns this right to the Company if his salary continues to be paid while he is unable to attend work.
- 9.5 In accordance with the agreed regulations above, the Employee shall, in particular, immediately provide the Company with all information necessary to enforce their claim for damages.
- 9.6 The Employee is further advised that the Company is entitled to refuse to continue to pay his remuneration if the Employee has not satisfied his obligations arising from section 8 and 9 of this contract.
- 9.7 The Employee shall not be entitled to payment in lieu of not availed sick leave at any time.

## 10 ANNUAL LEAVE

- 10.1 The Employee shall receive 18 (eighteen) working days of annual/privileged leave with full pay per calendar year. If the employment contract is not in force for a whole year, the Employee shall receive 1/12 of his annual leave entitlement for each completed calendar month.
- 10.2 The Company must approve when annual leave is taken. The Employee must request annual leave in good time. Annual leave must be discussed with the Head of Department and must abide by the valid arrangements regarding absence cover in the respective area. Disrupting normal business operations is to be avoided at all costs.
- 10.3 Annual leave must be taken in the current leave year. The leave year begins on January 01st and ends on December 31st. Carrying annual leave over to the next calendar year is only permitted with the consent of the Company. In the event annual leave is carried over, it must be taken by March 31st of the following year at the latest.

Exceptions to this require special management approval.

- 10.4 Upon termination of the Employment (however occasioned) the Employee shall be paid in lieu of any accrued and not availed annual leave to which the Employee becomes entitled during the Employment. Payment for accrued annual leave shall be calculated on the basis of the rate of the Basic Salary. The Annual term shall be calculated exclusive of public holidays.
- 10.5 The Employee is entitled to 7 days of Public Holidays, which are defined as per Company policy. The Company is entitled to change these Public Holidays due to operational reasons at any time.
- 10.6 The Employee shall be entitled to 2 (two) days paid casual leave per calendar year. This leave is available to use as it is accrued. Accrued leave can't be carried over to the next calendar year.
- 10.7 Any leave is subject to approval by the Company and shall be in accordance with the relevant regulations regarding temporary replacements. Interruption of business operations has to be avoided.

## 11 TERMINATION OF THE EMPLOYMENT CONTRACT

- 11.1 As stated in section 1 this employment contract is for a fixed term until 03.10.2022 and shall end on that date without notice having to be given.
- 11.2 On completion of the probation period, either initial, or extended, as the case may be, the Employment of the Employee with the Company will end as defined under clause 1.
- 11.3 Either party can terminate this Agreement with a written notice of two (2) months or two (2) months' salary in lieu of notice. The official notification becomes valid upon arrival of delivery.

- 11.4 In any case of notice, the Company is entitled to release the Employee from work under deduction of any vacation time remaining due up to the expiration of the period of notice.
- 11.5 The right to terminate the Contract extraordinarily remains unaffected. In particular and without prejudice to the generality of the foregoing provision, the Company shall be entitled to terminate the Contract summarily by written notice and without any payment in lieu of notice (but without prejudice to the rights and remedies of the Company for any breach of this Contract of Employment and to the Employee's continuing obligations) in any of the following events:
- (a) If the Employee commits any serious or wilful or persistent breach or breaches of any express or implied term of this Contract.
  - (b) If the Employee commits any serious or wilful or persistent breach or breaches of any express or implied Company policy.
  - (c) If the Company has good reason to believe that the Employee has committed any criminal offence or been guilty of any dishonesty or serious misconduct whether during the performance of his duties or otherwise.
  - (d) If the Employee's petitions for bankruptcy or has a bankruptcy order made against him or applies to take the benefit of any legislation for the relief of insolvent debtors or if he makes any composition with his creditors.
  - (e) If any information relating to the Employee's suitability for Employment by the Company and provided in the course of applying for Employment is found to be materially false or misleading.
- 11.6 A notice by the Employee may be submitted to the Supervisor/Director / Managing Director of the Company.
- 11.7 It is not permitted to terminate the employment contract giving proper notice before the agreed start date.
- 11.8 Upon cessation of this employment contract or in the event that the Company has granted leave from duty, the Employee must immediately and completely release to the Company all documents, objects and data regarding the affairs of the Company, especially keys, badges, telephones, computers, books, models, and recordings of any type including any duplicates for copies in his possession. The Employee acknowledges that all objects and data are the property of the Company and therefore he has no right to retention. If the Company property is not returned, a fee of INR 3,500.00 (three thousand five hundred) shall be deducted from the salary of the Employee.
- 11.9 The employment contract shall cease automatically without notice of termination upon expiry of the month in which the Employee reaches the age of 65 or when a total loss of working capacity is ascertained.

## 12 CONFIDENTIALTY

- 12.1 The Employee is obligated to keep all confidential matters, in particular business and trade secrets of the Company, and companies and persons affiliated with the Company strictly confidential. This obligation shall also continue to persist after the cessation of the employment contract.
- 12.2 All documents relating to the Company or to companies and persons affiliated with the Company, in particular all notes, specifications for tenders and contracts, records, reports, correspondence and similar documents including any copies thereof, all data carriers/data and all items provided to the Employee shall be handled with care and may only be used for business purposes. Removing these items from the business premises or a reproduction of the data/items is prohibited.



- 12.3 When the employment contract ends or upon commencement of a leave of absence when notice to terminate the employment contract has been given the Employee shall return to the Company unprompted all documents, data carriers and items in his possession which were provided to him during his employment. During the period of the employment contract this is to be done if ordered to do so. This applies correspondingly to non-physical information and materials, such as computer programs and other data, for example. The Employee is not permitted to retain back-ups of these.
- 12.4 The Employee is obligated to keep individual arrangements in or regarding this contract of employment confidential towards third parties. This includes in particular salary and, in case of fixed term contracts, the duration.

### 13 REPORTING CHANGES

Changes to marital status, place of residence and matters which could cause special statutory privileges, e.g. severe disablement and other matters which are important to the Company, shall be reported to the Company immediately.

### 14 CODE OF CONDUCT

- 14.1 The Employee shall strictly adhere to the Company's code of conduct and all the disciplinary rules and regulations as in force from time to time.
- 14.2 The Employee shall refrain from engaging in any illegal or immoral activities within Company premises as well outside which can bring disrepute to the Company.
- 14.3 The Employee shall not use Company's assets and facilities for their private use without prior information and approval from his supervisor. The Employee shall refrain from doing his personal work / private business during the office working hours.
- 14.4 Whilst the Company encourages the use of email and the internet to aid communication and improve efficiency, inappropriate use of these systems can cause serious problems which may involve legal claims against both the Company and individual Employee. In line with the Hemmersbach Group, therefore the Employee agrees to abide by the rules of the Company Policy.

### 15 USE OF EQUIPMENT

The Employee undertakes to comply with the rules of the Company in force from time to time concerning the use of materials, equipment and computer systems of the Company and the Group Companies. The Employee gives his consent to a representative of the Company gaining access to the email of the Employee in case of absence or in order to protect the interest of the Company.

### 16 DATA PROTECTION

Any data arising due to and during the employment will be stored and processed in the headquarters of the Hemmersbach Group, based in Nuremberg, Germany. Both parties shall therefore adhere to the statutory stipulations of the General Data Protection Regulation (GDPR) under European law, while considering the local data protection requirements. The Employee gives his consent to the Company and the Hemmersbach Group of Companies processing and transferring work related data (including data relating to sickness affecting the performance of the Employee) within India and abroad as the case may be for purposes related to the Employment, other administrative purposes or any other purpose related to the collection, storage or transfer of personal data in compliance with applicable Indian law.

## 17 BACKGROUND CHECK

- 17.1 The Employee agrees to provide the Company with an official document issued by the police or a governmental agency (e.g. criminal record / certificate of good conduct) in order to testify any criminal records as part of a background check. This certificate or at least the confirmation of the request should be presented to the Company at the latest on the first working day.
- 17.2 The Employee agrees to undergo further background checks (e.g. advanced security vetting), if these are or will be required for the role.

## 18 WRITTEN FORM AND EXISTENCE OF THE CONTRACT

- 18.1 Ancillary agreements and amendments are only valid, if they are in writing, signed and have approval by decision of the Shareholders' meeting; this also applies to the waiver of this written form requirement.
- 18.2 If one of the provisions of this contract is or becomes invalid, in whole or in part, this shall not affect the validity of the remaining provisions. In such a case the contract shall be executed as the Parties intended. If the validity of a provision of performance or time is affected, it shall be replaced by the provision permitted by law.

## 19 JURISDICTION

The terms of this Agreement shall be construed in accordance with the laws of India and both parties irrevocably submit to the jurisdiction of the Courts of Bangalore to settle any disputes that may arise in connection with this Employment.

## 20 COPIES OF THIS CONTRACT

The Company and the Employee have each received one copy of this contract.

## 21 MISCELLANEOUS

- 21.1 The Employee is not permitted to use the Company's Internet or telephone for private purposes. Likewise sending private emails is prohibited.
- 21.2 Working or driving a company car under the influence of alcohol or drugs is strictly prohibited.
- 21.3 The company shall be informed in writing of the loss of your driving licence including information regarding the duration of and reason for said loss. If a driving licence is required to carry out his role the Company reserves the right to terminate the employment contract without notice.
- 21.4 The Company is entitled to save all use of the email system and the Internet in order to monitor adherence to the above provisions using the saved data for a maximum duration of three months.

The undersigned hereby acknowledge that they have read and fully understand the terms of this Agreement, the terms and conditions of which are hereby incorporated and acknowledged by this document.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first below written.

Date: 02.09.2021

Date: 02.09.2022



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Mr. Kunal Verma  
Country Manager, India  
Hemmersbach India Private Limited

Enclosure:

☐ Annexure A: Job Description

Annexure A

## JOB DESCRIPTION

Position: Service Desk Manager  
Job Family: Admin-Operations  
Reports to: Teamlead-Operations, Manager, Country Manager

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The employee is expected to perform his / her duties as outlined here. The continuity of this contract is dependent upon the fulfillments of the job responsibilities expressed therein. In some circumstances the employee may also be required to perform tasks other than those stated here and is expected to do so with the utmost diligence and professionalism. This shall not affect the remuneration provisions.

For project requirements, the employee might be required to work on project shift duty based on project need. Job

Purpose:

To undertake all administrative tasks and activities in a professional and timely manner and in accordance with all internal process requirements. To adhere to the Hemmersbach Service Delivery Code (SDC) and all other Hemmersbach standards in the corresponding field of service or customer account. To break the company's annual BIG THREE goals down into realizable tasks, which are incorporated into the daily routine Responsibilities and Accountabilities:

- ☐ Proactively manage their areas of responsibility, in particular ensuring that Hemmersbach delivers a high level of internal and external customer satisfaction, which also meets the business goals.
- ☐ Ensure all work is delivered consistently and in accordance with lead measures and Key Performance Indicators (KPIs).
- ☐ Work on day-to-day activities, such as responding to tickets and implementing processes in order to help things run smoothly.
- ☐ Communicate with all levels of Hemmersbach Management, which includes producing reports to a high standard in a timely manner with accurate data.
- ☐ Proactively improve personal skills to achieve better performance and to improve the quality of daily business.

#### Review of this Job Description

This job description is an indicator of general areas of activity and will be amended in light of the changing needs of the organisation. Additionally, the skill development of every employee in this position will be determined once a year via the categorization and feedback procedure.

I, hereby accept and agree the terms and conditions of employment set out in this Job Description.

02.09.2021

Date: \_\_\_\_\_



Suchitra Choudhury, Clinical Director

RE: OFFER LETTER  
NAME: Abhijita Sahu  
Position: Behaviour Therapist

Dear Abhijita Sahu

After taking several qualified candidates through our interview process, we feel that you would make an excellent addition to the team. I am pleased to extend to you this official offer of employment for the position of ' Behaviour Therapist' at Early Autism Services, Bangalore.

Your employment will be subject to an introductory period of 60 (days) during which time you and your supervisor will assess your performance and the appropriateness of your employment with our company.

You will be working in one of our Bangalore Centres and will report to Janhavi Kelaskar, Centre Head. **Once your training period (Physical, clinical and theoretical training) is over, and you start working independently with clients,** your compensation and benefits package will include the following:

- Annual salary of Rs 400000 (paid monthly) under [exempt] status,
- Sick time per the Employee Handbook and National Legislations where applicable

The annual salary is inclusive of all taxes. Necessary deductions to be made in monthly salary.

This offer of employment is contingent on the successful completion of pre-employment physical/medical assessment, background check and exhibiting the basic necessary skills post joining. While we do not anticipate any concerns with either of these processes, should any findings not meet standards for employment, continuation of your employment will be jeopardized at that time.

On your first day, you will be required to present documents proving your identity and authorization to work in the Bangalore. A list of acceptable documents is included with this letter for your reference.

The Employee Handbook will be shared with you once you join. This document will provide further information regarding the Company's policies, procedures and benefits.

By signing this letter below, you acknowledge receipt and acceptance of our offer. The terms described in this letter replace all prior agreements and/or discussions pertaining to your offer of employment with EAS.

We look forward to having you as part of the team. If you have any questions, please do not hesitate to contact me.

Sincerely,

Suchitra Choudhury, M.A. Clin. Psy., BCBA, IBA  
Clinical Director  
EAS – Bangalore

Chief

Acknowledged and Accepted:



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Date

**ABHISEK MOHANTY**

Dear **ABHISEK MOHANTY**

On behalf of CAI Info India Private Ltd., I would like to reconfirm our verbal offer of employment as a **"Jr. Software Engineer"** for an annual CTC of Rs. 4,00,000.00 (Rupees four lakh only) beginning on your anticipated start date, Monday, February 05, 2024. This will be paid to you monthly at the end of each month in increments of Rs. 25,000.00 (gross monthly CTC).

Special Clauses:

- During the period of your employment, the Company may at any time assign or transfer you to any location in the world where the Company/its clients has its establishment. In such an event, you shall be entitled to allowances in accordance with the policies of the Company.
- If you do not have an existing account with ICICI Bank, you will be required to establish one within 2 weeks of your first pay.
- You shall be considered for the next financial review in 2025.

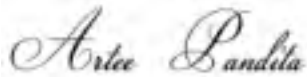
You are required to bring the following documents at the time of reporting for employment: -

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

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

Thank You and Welcome.

Yours Truly, Accepted By:



**Artee Pandita** \_\_\_\_\_  
**Director-Human Resources**

Divyasree Towers, Floor 5, Guruppanapalya  
Bannerghatta Main Road, Bangalore-560029  
[www.cai.io](http://www.cai.io) [inquire@cai.io](mailto:inquire@cai.io)

Detailed CTC Breakdown:

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

Accepted By:

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Divyasree Towers, Floor 5, Guruppanapalya  
Bannerghatta Main Road, Bangalore-560029  
[www.cai.io](http://www.cai.io) [inquire@cai.io](mailto:inquire@cai.io)

**CAI Info India Private Limited**

080 -45340400

## EMPLOYMENT CONTRACT

between

Hemmersbach India Private Limited,  
M/s. Whitefield Area Commerce and Industries Association (WACIA),  
No.40-J, WACIA Road, Mahadevapura post, Bangalore - 560048 a  
Company incorporated under the Companies Act, 2013  
- hereinafter referred to as the "Company" -

and

- ABHISHEK F

- hereinafter referred to as the "Employee"<sup>1</sup> -

Each of the aforesaid shall hereinafter be referred to individually as a "Party" and collectively as "Parties".

The following employment contract is concluded:

### 1 COMMENCEMENT OF THE EMPLOYMENT CONTRACT

The employment contract shall commence accordingly.

### 2 PROBATIONARY PERIOD

- 2.1 A probationary period of six (6) months is agreed and shall end on 03.04.2021. An extension of the probationary period may be determined by the Company in its sole and absolute discretion.
- 2.2 The employment contract may be terminated by either party at any time during the probationary period giving a written notice period of one (1) month to the other party or paying the equivalent of one (1) month's Basic Salary in lieu of such notice.

### 3 TYPE AND SCOPE OF THE ROLE

- 3.1 CHANDU Lis employed as a Service Desk Manager.
- 3.2 The Employee shall work exclusively for the Company and shall perform such duties, functions and responsibilities as are customarily associated with such position and as directed by the Company. The Employee will perform his duties with due care, skill and highest professional standards to the satisfaction of the Company's management. The duties and responsibilities of the Employee are as set out in the job description as attached in ANNEXURE A.
- 3.3 The nature of the Company's business requires that the Employee is flexible in his approach to work in order to service its best interests. Accordingly, the Employee agrees that the Company may at any

time vary the position, scope of duties, and responsibilities of the Employee. The Employee may be required to undertake

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References to the masculine form always refer to both male and female employees. For the purposes of simplification the masculine form is used.

different duties or reporting line be changed in order to take into account the changing needs of the Company's business and Employee's role within it.

- 3.4 The Employee is employed to work at the Bangalore site. It is possible that the Employee may be relocated to a different site due to a project at any time for operational reasons. No expenses will be payable to the Employee for relocation/travel etc. for the purposes of joining.
- 3.5 Clauses 3.3 and 3.4 shall not affect the remuneration provisions.
- 3.6 The Employee shall serve the Company faithfully, conscientiously and to the best of his ability and shall promote the interests and reputation of the Company. The Employee will abide by the time schedule and holiday schedule of the Company and will show due commitment and diligence in his work.
- 3.7 The Employee shall place all of his work capacity at the Company's disposal. The Company shall be informed in writing of any secondary employment. Secondary employment which affects the work assignments of the Employee and the legitimate commercial interests of the Company may only be exercised after consent has been given. During the term of this employment contract the Employee may not conclude any business transactions on his own behalf or on account of a third party.
- 3.8 Unless prevented by sickness or disability, the Employee shall devote all of his time, attention, knowledge, energy and skills during normal working hours and at such other times as the Employee's duties and responsibilities may require. The working hours are however to be placed in accordance with Company, client and project requirements. The Employee understands that as the Company works with strong global interactions, there will be a need for meetings, conference calls at different timings and days including holidays.
- 3.9 The Employee is obligated to participate in the improvement and reduction in price of work procedures and distribution procedures.

#### 4 WORKING HOURS

- 4.1 The Employee will place his entire effort, knowledge, and skill in the service of the Company. She shall work a minimum of 40 (forty) hours on five days per week. She is obliged, however, to be available for the Company at any time, as far as the concerns of the Company require, and to attend to its interests without any entitlement to overtime pay or other compensation.
- 4.2 [The Employee is obligated to be available to be on-call or on-standby. The frequency and scope of being oncall / on-standby shall be determined by the department.]
- 4.3 Daily starting and finishing times and breaks shall comply with the respective company operational arrangements. The Company is entitled to make changes to this.

#### 5 REMUNERATION

- 5.1 The Employee shall receive an annual salary in the amount of INR 3,36,000.00 gross. The remuneration is to be paid in Indian Rupees in twelve (12) equal parts.

- 5.2 Payment shall be made on the last day of the month by bank transfer to a bank account of the Employee, details of which shall be given within one (1) week of the conclusion of the contract.
- 5.3 The remunerations paid to the Employee shall be subject to usual statutory and other deductions, including tax and any other contributions normally required to be withheld by an Employer under applicable laws in India.
- 5.4 The Employee shall be solely responsible for paying any taxes direct or indirect, State or local and other obligations and the filing of any required returns or other information relating hereto.
- 5.5 The Employee is obligated to keep the amount of his payments confidential.

## 6 ACCEPTING THIRD-PARTY BENEFITS

The Company is committed to ensuring all business relationships with suppliers and clients are legal and based on professional integrity. The Employee shall strictly adhere to Company's business conduct and Integrity policy and refrain from accepting gifts from Vendors / Suppliers / Customers / Other agencies at all times. The Employee is obligated to immediately inform the Company of any such attempts made towards him.

## 7 OVERTIME/OVERTIME PAY

The Employee is permitted trust-based working hours. In return any overtime worked is compensated in full by salary without any additional entitlement to overtime pay or other compensation.

## 8 INABILITY TO ATTEND TO WORK

- 8.1 Any inability to carry out duties shall be reported to the Country Manager or direct supervisor immediately, as well as the duration and the reason. This must be done between 8:00 a.m. at the earliest and 9:00 a.m. at the latest (sick report).
- 8.2 On the last day of absence from work the Country Manager or direct supervisor shall be informed about when the employee will resume his/her work by phone. This must be done by 4:00 p.m. at the latest (recovery report).
- 8.3 If the Employee is ill for longer than two (2) days, a doctor's note regarding his inability to attend work and the expected duration shall be provided not later than on the third (3) day after the commencement of the inability to work. A new doctor's note shall be submitted on the next working day after the expiry of the expected duration of the inability to attend work as stated in the doctor's note.
- 8.4 If the Employee repeatedly and, despite warnings, fails to inform the Company of his illness and / or fails to present the Company with a doctor's note, the Company is entitled to terminate the employment contract without adhering to a notice period.

## 9 CONTINUED REMUNERATION WHEN UNABLE TO ATTEND WORK

- 9.1 If the Employee is not able to attend work due to illness, he shall be entitled to a maximum of twelve (12) days per annum of paid sick leave.
- 9.2 Accrued sick leave can't be carried over to the next calendar year.
- 9.3 Paid sick leave may not be used to extend a holiday or vacation and once an employee has given notice to quit. Sick leave will not be paid out upon the termination.

- 9.4 If the Employee has the right to claim damages from a third party regarding loss of earnings which he is entitled to because he is unable to attend work, he hereby assigns this right to the Company if his salary continues to be paid while he is unable to attend work.
- 9.5 In accordance with the agreed regulations above, the Employee shall, in particular, immediately provide the Company with all information necessary to enforce their claim for damages.
- 9.6 The Employee is further advised that the Company is entitled to refuse to continue to pay his remuneration if the Employee has not satisfied his obligations arising from section 8 and 9 of this contract.
- 9.7 The Employee shall not be entitled to payment in lieu of not availed sick leave at any time.

## 10 ANNUAL LEAVE

- 10.1 The Employee shall receive 18 (eighteen) working days of annual/privileged leave with full pay per calendar year. If the employment contract is not in force for a whole year, the Employee shall receive 1/12 of his annual leave entitlement for each completed calendar month.
- 10.2 The Company must approve when annual leave is taken. The Employee must request annual leave in good time. Annual leave must be discussed with the Head of Department and must abide by the valid arrangements regarding absence cover in the respective area. Disrupting normal business operations is to be avoided at all costs.
- 10.3 Annual leave must be taken in the current leave year. The leave year begins on January 01st and ends on December 31st. Carrying annual leave over to the next calendar year is only permitted with the consent of the Company. In the event annual leave is carried over, it must be taken by March 31st of the following year at the latest.

Exceptions to this require special management approval.

- 10.4 Upon termination of the Employment (however occasioned) the Employee shall be paid in lieu of any accrued and not availed annual leave to which the Employee becomes entitled during the Employment. Payment for accrued annual leave shall be calculated on the basis of the rate of the Basic Salary. The Annual term shall be calculated exclusive of public holidays.
- 10.5 The Employee is entitled to 7 days of Public Holidays, which are defined as per Company policy. The Company is entitled to change these Public Holidays due to operational reasons at any time.
- 10.6 The Employee shall be entitled to 2 (two) days paid casual leave per calendar year. This leave is available to use as it is accrued. Accrued leave can't be carried over to the next calendar year.
- 10.7 Any leave is subject to approval by the Company and shall be in accordance with the relevant regulations regarding temporary replacements. Interruption of business operations has to be avoided.

## 11 TERMINATION OF THE EMPLOYMENT CONTRACT

- 11.1 As stated in section 1 this employment contract is for a fixed term until 03.10.2022 and shall end on that date without notice having to be given.
- 11.2 On completion of the probation period, either initial, or extended, as the case may be, the Employment of the Employee with the Company will end as defined under clause 1.
- 11.3 Either party can terminate this Agreement with a written notice of two (2) months or two (2) months' salary in lieu of notice. The official notification becomes valid upon arrival of delivery.

- 11.4 In any case of notice, the Company is entitled to release the Employee from work under deduction of any vacation time remaining due up to the expiration of the period of notice.
- 11.5 The right to terminate the Contract extraordinarily remains unaffected. In particular and without prejudice to the generality of the foregoing provision, the Company shall be entitled to terminate the Contract summarily by written notice and without any payment in lieu of notice (but without prejudice to the rights and remedies of the Company for any breach of this Contract of Employment and to the Employee's continuing obligations) in any of the following events:
- (a) If the Employee commits any serious or wilful or persistent breach or breaches of any express or implied term of this Contract.
  - (b) If the Employee commits any serious or wilful or persistent breach or breaches of any express or implied Company policy.
  - (c) If the Company has good reason to believe that the Employee has committed any criminal offence or been guilty of any dishonesty or serious misconduct whether during the performance of his duties or otherwise.
  - (d) If the Employee's petitions for bankruptcy or has a bankruptcy order made against him or applies to take the benefit of any legislation for the relief of insolvent debtors or if he makes any composition with his creditors.
  - (e) If any information relating to the Employee's suitability for Employment by the Company and provided in the course of applying for Employment is found to be materially false or misleading.
- 11.6 A notice by the Employee may be submitted to the Supervisor/Director / Managing Director of the Company.
- 11.7 It is not permitted to terminate the employment contract giving proper notice before the agreed start date.
- 11.8 Upon cessation of this employment contract or in the event that the Company has granted leave from duty, the Employee must immediately and completely release to the Company all documents, objects and data regarding the affairs of the Company, especially keys, badges, telephones, computers, books, models, and recordings of any type including any duplicates for copies in his possession. The Employee acknowledges that all objects and data are the property of the Company and therefore he has no right to retention. If the Company property is not returned, a fee of INR 3,500.00 (three thousand five hundred) shall be deducted from the salary of the Employee.
- 11.9 The employment contract shall cease automatically without notice of termination upon expiry of the month in which the Employee reaches the age of 65 or when a total loss of working capacity is ascertained.

## 12 CONFIDENTIALTY

- 12.1 The Employee is obligated to keep all confidential matters, in particular business and trade secrets of the Company, and companies and persons affiliated with the Company strictly confidential. This obligation shall also continue to persist after the cessation of the employment contract.
- 12.2 All documents relating to the Company or to companies and persons affiliated with the Company, in particular all notes, specifications for tenders and contracts, records, reports, correspondence and similar documents including any copies thereof, all data carriers/data and all items provided to the Employee shall be handled with care and may only be used for business purposes. Removing these items from the business premises or a reproduction of the data/items is prohibited.

- 12.3 When the employment contract ends or upon commencement of a leave of absence when notice to terminate the employment contract has been given the Employee shall return to the Company unprompted all documents, data carriers and items in his possession which were provided to him during his employment. During the period of the employment contract this is to be done if ordered to do so. This applies correspondingly to non-physical information and materials, such as computer programs and other data, for example. The Employee is not permitted to retain back-ups of these.
- 12.4 The Employee is obligated to keep individual arrangements in or regarding this contract of employment confidential towards third parties. This includes in particular salary and, in case of fixed term contracts, the duration.

### 13 REPORTING CHANGES

Changes to marital status, place of residence and matters which could cause special statutory privileges, e.g. severe disablement and other matters which are important to the Company, shall be reported to the Company immediately.

### 14 CODE OF CONDUCT

- 14.1 The Employee shall strictly adhere to the Company's code of conduct and all the disciplinary rules and regulations as in force from time to time.
- 14.2 The Employee shall refrain from engaging in any illegal or immoral activities within Company premises as well outside which can bring disrepute to the Company.
- 14.3 The Employee shall not use Company's assets and facilities for their private use without prior information and approval from his supervisor. The Employee shall refrain from doing his personal work / private business during the office working hours.
- 14.4 Whilst the Company encourages the use of email and the internet to aid communication and improve efficiency, inappropriate use of these systems can cause serious problems which may involve legal claims against both the Company and individual Employee. In line with the Hemmersbach Group, therefore the Employee agrees to abide by the rules of the Company Policy.

### 15 USE OF EQUIPMENT

The Employee undertakes to comply with the rules of the Company in force from time to time concerning the use of materials, equipment and computer systems of the Company and the Group Companies. The Employee gives his consent to a representative of the Company gaining access to the email of the Employee in case of absence or in order to protect the interest of the Company.

### 16 DATA PROTECTION

Any data arising due to and during the employment will be stored and processed in the headquarters of the Hemmersbach Group, based in Nuremberg, Germany. Both parties shall therefore adhere to the statutory stipulations of the General Data Protection Regulation (GDPR) under European law, while considering the local data protection requirements. The Employee gives his consent to the Company and the Hemmersbach Group of Companies processing and transferring work related data (including data relating to sickness affecting the performance of the Employee) within India and abroad as the case may be for purposes related to the Employment, other administrative purposes or any other purpose related to the collection, storage or transfer of personal data in compliance with applicable Indian law.



## 17 BACKGROUND CHECK

- 17.1 The Employee agrees to provide the Company with an official document issued by the police or a governmental agency (e.g. criminal record / certificate of good conduct) in order to testify any criminal records as part of a background check. This certificate or at least the confirmation of the request should be presented to the Company at the latest on the first working day.
- 17.2 The Employee agrees to undergo further background checks (e.g. advanced security vetting), if these are or will be required for the role.

## 18 WRITTEN FORM AND EXISTENCE OF THE CONTRACT

- 18.1 Ancillary agreements and amendments are only valid, if they are in writing, signed and have approval by decision of the Shareholders' meeting; this also applies to the waiver of this written form requirement.
- 18.2 If one of the provisions of this contract is or becomes invalid, in whole or in part, this shall not affect the validity of the remaining provisions. In such a case the contract shall be executed as the Parties intended. If the validity of a provision of performance or time is affected, it shall be replaced by the provision permitted by law.

## 19 JURISDICTION

The terms of this Agreement shall be construed in accordance with the laws of India and both parties irrevocably submit to the jurisdiction of the Courts of Bangalore to settle any disputes that may arise in connection with this Employment.

## 20 COPIES OF THIS CONTRACT

The Company and the Employee have each received one copy of this contract.

## 21 MISCELLANEOUS

- 21.1 The Employee is not permitted to use the Company's Internet or telephone for private purposes. Likewise sending private emails is prohibited.
- 21.2 Working or driving a company car under the influence of alcohol or drugs is strictly prohibited.
- 21.3 The company shall be informed in writing of the loss of your driving licence including information regarding the duration of and reason for said loss. If a driving licence is required to carry out his role the Company reserves the right to terminate the employment contract without notice.
- 21.4 The Company is entitled to save all use of the email system and the Internet in order to monitor adherence to the above provisions using the saved data for a maximum duration of three months.



The undersigned hereby acknowledge that they have read and fully understand the terms of this Agreement, the terms and conditions of which are hereby incorporated and acknowledged by this document.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first below written.

Date: 02.09.2021

Date: 02.09.2022



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Mr. Kunal Verma  
Country Manager, India  
Hemmersbach India Private Limited

Enclosure:

☐ Annexure A: Job Description

Annexure A

## JOB DESCRIPTION

Position: Service Desk Manager  
Job Family: Admin-Operations  
Reports to: Teamlead-Operations, Manager, Country Manager

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The employee is expected to perform his / her duties as outlined here. The continuity of this contract is dependent upon the fulfillments of the job responsibilities expressed therein. In some circumstances the employee may also be required to perform tasks other than those stated here and is expected to do so with the utmost diligence and professionalism. This shall not affect the remuneration provisions.

For project requirements, the employee might be required to work on project shift duty based on project need. Job

Purpose:

To undertake all administrative tasks and activities in a professional and timely manner and in accordance with all internal process requirements. To adhere to the Hemmersbach Service Delivery Code (SDC) and all other Hemmersbach standards in the corresponding field of service or customer account. To break the company's annual BIG THREE goals down into realizable tasks, which are incorporated into the daily routine Responsibilities and Accountabilities:

- Proactively manage their areas of responsibility, in particular ensuring that Hemmersbach delivers a high level of internal and external customer satisfaction, which also meets the business goals.
- Ensure all work is delivered consistently and in accordance with lead measures and Key Performance Indicators (KPIs).
- Work on day-to-day activities, such as responding to tickets and implementing processes in order to help things run smoothly.
- Communicate with all levels of Hemmersbach Management, which includes producing reports to a high standard in a timely manner with accurate data.
- Proactively improve personal skills to achieve better performance and to improve the quality of daily business.

#### Review of this Job Description

This job description is an indicator of general areas of activity and will be amended in light of the changing needs of the organisation. Additionally, the skill development of every employee in this position will be determined once a year via the categorization and feedback procedure.

I, hereby accept and agree the terms and conditions of employment set out in this Job Description.

02.09.2021

Date: \_\_\_\_\_

## EMPLOYMENT CONTRACT

between

Hemmersbach India Private Limited,  
M/s. Whitefield Area Commerce and Industries Association (WACIA),  
No.40-J, WACIA Road, Mahadevapura post, Bangalore - 560048 a  
Company incorporated under the Companies Act, 2013  
- hereinafter referred to as the “Company” -

and

- ABIN PAUL

- hereinafter referred to as the “Employee”<sup>1</sup> -

Each of the aforesaid shall hereinafter be referred to individually as a “Party” and collectively as “Parties”.

The following employment contract is concluded:

### 1 COMMENCEMENT OF THE EMPLOYMENT CONTRACT

The employment contract shall commence accordingly.

### 2 PROBATIONARY PERIOD

- 2.1 A probationary period of six (6) months is agreed and shall end on 03.04.2021. An extension of the probationary period may be determined by the Company in its sole and absolute discretion.
- 2.2 The employment contract may be terminated by either party at any time during the probationary period giving a written notice period of one (1) month to the other party or paying the equivalent of one (1) month’s Basic Salary in lieu of such notice.

### 3 TYPE AND SCOPE OF THE ROLE

- 3.1 CHANDU Lis employed as a Service Desk Manager.
- 3.2 The Employee shall work exclusively for the Company and shall perform such duties, functions and responsibilities as are customarily associated with such position and as directed by the Company. The Employee will perform his duties with due care, skill and highest professional standards to the satisfaction of the Company’s management. The duties and responsibilities of the Employee are as set out in the job description as attached in ANNEXURE A.
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time vary the position, scope of duties, and responsibilities of the Employee. The Employee may be required to undertake

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different duties or reporting line be changed in order to take into account the changing needs of the Company's business and Employee's role within it.

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- 5.1 The Employee shall receive an annual salary in the amount of INR 3,36,000.00 gross. The remuneration is to be paid in Indian Rupees in twelve (12) equal parts.

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- 5.3 The remunerations paid to the Employee shall be subject to usual statutory and other deductions, including tax and any other contributions normally required to be withheld by an Employer under applicable laws in India.
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- 9.4 If the Employee has the right to claim damages from a third party regarding loss of earnings which he is entitled to because he is unable to attend work, he hereby assigns this right to the Company if his salary continues to be paid while he is unable to attend work.
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- 9.6 The Employee is further advised that the Company is entitled to refuse to continue to pay his remuneration if the Employee has not satisfied his obligations arising from section 8 and 9 of this contract.
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Exceptions to this require special management approval.

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- 10.6 The Employee shall be entitled to 2 (two) days paid casual leave per calendar year. This leave is available to use as it is accrued. Accrued leave can't be carried over to the next calendar year.
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- 11.1 As stated in section 1 this employment contract is for a fixed term until 03.10.2022 and shall end on that date without notice having to be given.
- 11.2 On completion of the probation period, either initial, or extended, as the case may be, the Employment of the Employee with the Company will end as defined under clause 1.
- 11.3 Either party can terminate this Agreement with a written notice of two (2) months or two (2) months' salary in lieu of notice. The official notification becomes valid upon arrival of delivery.

- 11.4 In any case of notice, the Company is entitled to release the Employee from work under deduction of any vacation time remaining due up to the expiration of the period of notice.
- 11.5 The right to terminate the Contract extraordinarily remains unaffected. In particular and without prejudice to the generality of the foregoing provision, the Company shall be entitled to terminate the Contract summarily by written notice and without any payment in lieu of notice (but without prejudice to the rights and remedies of the Company for any breach of this Contract of Employment and to the Employee's continuing obligations) in any of the following events:
- (a) If the Employee commits any serious or wilful or persistent breach or breaches of any express or implied term of this Contract.
  - (b) If the Employee commits any serious or wilful or persistent breach or breaches of any express or implied Company policy.
  - (c) If the Company has good reason to believe that the Employee has committed any criminal offence or been guilty of any dishonesty or serious misconduct whether during the performance of his duties or otherwise.
  - (d) If the Employee's petitions for bankruptcy or has a bankruptcy order made against him or applies to take the benefit of any legislation for the relief of insolvent debtors or if he makes any composition with his creditors.
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- 11.6 A notice by the Employee may be submitted to the Supervisor/Director / Managing Director of the Company.
- 11.7 It is not permitted to terminate the employment contract giving proper notice before the agreed start date.
- 11.8 Upon cessation of this employment contract or in the event that the Company has granted leave from duty, the Employee must immediately and completely release to the Company all documents, objects and data regarding the affairs of the Company, especially keys, badges, telephones, computers, books, models, and recordings of any type including any duplicates for copies in his possession. The Employee acknowledges that all objects and data are the property of the Company and therefore he has no right to retention. If the Company property is not returned, a fee of INR 3,500.00 (three thousand five hundred) shall be deducted from the salary of the Employee.
- 11.9 The employment contract shall cease automatically without notice of termination upon expiry of the month in which the Employee reaches the age of 65 or when a total loss of working capacity is ascertained.

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- 12.2 All documents relating to the Company or to companies and persons affiliated with the Company, in particular all notes, specifications for tenders and contracts, records, reports, correspondence and similar documents including any copies thereof, all data carriers/data and all items provided to the Employee shall be handled with care and may only be used for business purposes. Removing these items from the business premises or a reproduction of the data/items is prohibited.



- 12.3 When the employment contract ends or upon commencement of a leave of absence when notice to terminate the employment contract has been given the Employee shall return to the Company unprompted all documents, data carriers and items in his possession which were provided to him during his employment. During the period of the employment contract this is to be done if ordered to do so. This applies correspondingly to non-physical information and materials, such as computer programs and other data, for example. The Employee is not permitted to retain back-ups of these.
- 12.4 The Employee is obligated to keep individual arrangements in or regarding this contract of employment confidential towards third parties. This includes in particular salary and, in case of fixed term contracts, the duration.

### 13 REPORTING CHANGES

Changes to marital status, place of residence and matters which could cause special statutory privileges, e.g. severe disablement and other matters which are important to the Company, shall be reported to the Company immediately.

### 14 CODE OF CONDUCT

- 14.1 The Employee shall strictly adhere to the Company's code of conduct and all the disciplinary rules and regulations as in force from time to time.
- 14.2 The Employee shall refrain from engaging in any illegal or immoral activities within Company premises as well outside which can bring disrepute to the Company.
- 14.3 The Employee shall not use Company's assets and facilities for their private use without prior information and approval from his supervisor. The Employee shall refrain from doing his personal work / private business during the office working hours.
- 14.4 Whilst the Company encourages the use of email and the internet to aid communication and improve efficiency, inappropriate use of these systems can cause serious problems which may involve legal claims against both the Company and individual Employee. In line with the Hemmersbach Group, therefore the Employee agrees to abide by the rules of the Company Policy.

### 15 USE OF EQUIPMENT

The Employee undertakes to comply with the rules of the Company in force from time to time concerning the use of materials, equipment and computer systems of the Company and the Group Companies. The Employee gives his consent to a representative of the Company gaining access to the email of the Employee in case of absence or in order to protect the interest of the Company.

### 16 DATA PROTECTION

Any data arising due to and during the employment will be stored and processed in the headquarters of the Hemmersbach Group, based in Nuremberg, Germany. Both parties shall therefore adhere to the statutory stipulations of the General Data Protection Regulation (GDPR) under European law, while considering the local data protection requirements. The Employee gives his consent to the Company and the Hemmersbach Group of Companies processing and transferring work related data (including data relating to sickness affecting the performance of the Employee) within India and abroad as the case may be for purposes related to the Employment, other administrative purposes or any other purpose related to the collection, storage or transfer of personal data in compliance with applicable Indian law.



## 17 BACKGROUND CHECK

- 17.1 The Employee agrees to provide the Company with an official document issued by the police or a governmental agency (e.g. criminal record / certificate of good conduct) in order to testify any criminal records as part of a background check. This certificate or at least the confirmation of the request should be presented to the Company at the latest on the first working day.
- 17.2 The Employee agrees to undergo further background checks (e.g. advanced security vetting), if these are or will be required for the role.

## 18 WRITTEN FORM AND EXISTENCE OF THE CONTRACT

- 18.1 Ancillary agreements and amendments are only valid, if they are in writing, signed and have approval by decision of the Shareholders' meeting; this also applies to the waiver of this written form requirement.
- 18.2 If one of the provisions of this contract is or becomes invalid, in whole or in part, this shall not affect the validity of the remaining provisions. In such a case the contract shall be executed as the Parties intended. If the validity of a provision of performance or time is affected, it shall be replaced by the provision permitted by law.

## 19 JURISDICTION

The terms of this Agreement shall be construed in accordance with the laws of India and both parties irrevocably submit to the jurisdiction of the Courts of Bangalore to settle any disputes that may arise in connection with this Employment.

## 20 COPIES OF THIS CONTRACT

The Company and the Employee have each received one copy of this contract.

## 21 MISCELLANEOUS

- 21.1 The Employee is not permitted to use the Company's Internet or telephone for private purposes. Likewise sending private emails is prohibited.
- 21.2 Working or driving a company car under the influence of alcohol or drugs is strictly prohibited.
- 21.3 The company shall be informed in writing of the loss of your driving licence including information regarding the duration of and reason for said loss. If a driving licence is required to carry out his role the Company reserves the right to terminate the employment contract without notice.
- 21.4 The Company is entitled to save all use of the email system and the Internet in order to monitor adherence to the above provisions using the saved data for a maximum duration of three months.

The undersigned hereby acknowledge that they have read and fully understand the terms of this Agreement, the terms and conditions of which are hereby incorporated and acknowledged by this document.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first below written.

Date: 02.09.2021

Date: 02.09.2022



Mr. Kunal Verma  
Country Manager, India  
Hemmersbach India Private Limited

Enclosure:

☐ Annexure A: Job Description

Annexure A

## JOB DESCRIPTION

Position: Service Desk Manager  
Job Family: Admin-Operations  
Reports to: Teamlead-Operations, Manager, Country Manager

The employee is expected to perform his / her duties as outlined here. The continuity of this contract is dependent upon the fulfillments of the job responsibilities expressed therein. In some circumstances the employee may also be required to perform tasks other than those stated here and is expected to do so with the utmost diligence and professionalism. This shall not affect the remuneration provisions.

For project requirements, the employee might be required to work on project shift duty based on project need. Job

Purpose:

To undertake all administrative tasks and activities in a professional and timely manner and in accordance with all internal process requirements. To adhere to the Hemmersbach Service Delivery Code (SDC) and all other Hemmersbach standards in the corresponding field of service or customer account. To break the company's annual BIG THREE goals down into realizable tasks, which are incorporated into the daily routine Responsibilities and Accountabilities:

- ❑ Proactively manage their areas of responsibility, in particular ensuring that Hemmersbach delivers a high level of internal and external customer satisfaction, which also meets the business goals.
- ❑ Ensure all work is delivered consistently and in accordance with lead measures and Key Performance Indicators (KPIs).
- ❑ Work on day-to-day activities, such as responding to tickets and implementing processes in order to help things run smoothly.
- ❑ Communicate with all levels of Hemmersbach Management, which includes producing reports to a high standard in a timely manner with accurate data.
- ❑ Proactively improve personal skills to achieve better performance and to improve the quality of daily business.

#### Review of this Job Description

This job description is an indicator of general areas of activity and will be amended in light of the changing needs of the organisation. Additionally, the skill development of every employee in this position will be determined once a year via the categorization and feedback procedure.

I, hereby accept and agree the terms and conditions of employment set out in this Job Description.

02.09.2021

Date: \_\_\_\_\_

**BE YOURSELF,  
MAKE A DIFFERENCE.**

**accenture**

Strictly Private and Confidential

**M P K P P L**

**NARASIMHA REDDY**

**C10962042**

**H.No:28.820-H5-1A, NGOs colony, Good Shepherd School, Nandyal**

**6302044819**

Dear **M P K P P L NARASIMHA REDDY**

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

**Job Profile - Application Development Associate**

**Management Level - 12**

**Job Family Group - Software Engineering**



Please refer to:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

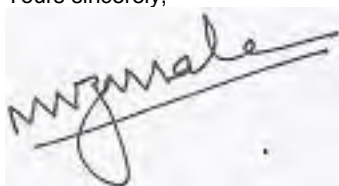
After accepting this Offer, we encourage you visit Countdown to the Company-

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

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

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

Yours sincerely,



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

ACKNOWLEDGED AND AGREED

**M P K P L NARASIMHA REDDY**

## ANNEXURE I

### COMPENSATION & BENEFITS

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

Total Cash Compensation Elements	
	Annual (INR)
<b>(A) Annual Fixed Compensation</b>	400000/-
<b>(B) Local Variable Bonus (LVB) earning potential (at maximum 8.5%)</b>	32,500/-
<b>Maximum Annual Total earning potential(A+B)</b>	4,15,500/-
<b>(C) Joining Bonus</b>	
<b>Joining Bonus (Refer to the section C)</b>	INR 25,000/-
<b>(D)# Additional Notional Benefits</b>	
Gratuity for each year of service (indicative and assumed value calculated at an approximation of 4.81% of annual basic)	INR 6,400/-
Notional Insurance Premium paid by Company	INR 11,400/-
<b>Annual Total Earning Potential + Additional Notional Benefits (A+B+C+D)</b>	<b>INR 400000/-</b>
<b>(E)##Additional Discretionary Reimbursements</b>	
Annual Internet reimbursement	INR 12,000/- (capped at INR 1,000/- per month)
<b>(F)Optional opportunity to participate in the Employee Share Purchase Plan</b>	
Employee Share Purchase plan – to purchase Accenture plc Class A ordinary shares <b>at 15% discount on the fair market value</b>	INR 5,700/- [discount opportunity with an optional investment of 10% of gross pay and no change in share price]

#### (A) Annual Fixed Compensation

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

TDS is deducted as applicable from your Income.

#### (B) Local Variable Bonus (LVB)

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



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

### **(C) Joining Bonus**

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

### **Note: For International Worker Only\***

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

### **Benefits applicable for current Company financial year:**

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

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

1. Medical:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**GST Clause:**

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

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

**General Tax:**

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

## **ANNEXURE II**

### **Mandatory documentation at the time of onboarding:**

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

#### **ANNEXURE IV - DECLARATION**

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

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

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

ACKNOWLEDGED AND AGREED:

**M P K P P L NARASIMHA REDDY**

Date:

Disclaimer

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

# BE YOURSELF, MAKE A DIFFERENCE.



Strictly Private and Confidential

Dear **MANJUNATH REDDY**,

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

**Job Profile - Application Development Associate**

**Management Level - 12**

**Job Family Group - Software Engineering**



Please refer to:

- Annexure I for the compensation and benefits details.
- Annexure II for documentation to be submitted by you.
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- Annexure IV-Declaration

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

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

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

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

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

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

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

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

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

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

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

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

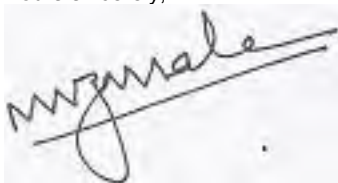
After accepting this Offer, we encourage you visit Countdown to the Company-

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

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

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

Yours sincerely,



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

ACKNOWLEDGED AND AGREED

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**MANJUNATH REDDY**



## ANNEXURE I

### COMPENSATION & BENEFITS

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

Total Cash Compensation Elements	
	Annual (INR)
<b>(A) Annual Fixed Compensation</b>	400000/-
<b>(B) Local Variable Bonus (LVB) earning potential (at maximum 8.5%)</b>	32,500/-
<b>Maximum Annual Total earning potential(A+B)</b>	4,15,500/-
<b>(C) Joining Bonus</b>	
<b>Joining Bonus (Refer to the section C)</b>	INR 25,000/-
<b>(D)# Additional Notional Benefits</b>	
Gratuity for each year of service (indicative and assumed value calculated at an approximation of 4.81% of annual basic)	INR 6,400/-
Notional Insurance Premium paid by Company	INR 11,400/-
<b>Annual Total Earning Potential + Additional Notional Benefits (A+B+C+D)</b>	<b>INR 400000/-</b>
<b>(E)##Additional Discretionary Reimbursements</b>	
Annual Internet reimbursement	INR 12,000/- (capped at INR 1,000/- per month)
<b>(F)Optional opportunity to participate in the Employee Share Purchase Plan</b>	
Employee Share Purchase plan – to purchase Accenture plc Class A ordinary shares <b>at 15% discount on the fair market value</b>	INR 5,700/- [discount opportunity with an optional investment of 10% of gross pay and no change in share price]

#### (A) Annual Fixed Compensation

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

TDS is deducted as applicable from your Income.

#### (B) Local Variable Bonus (LVB)

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

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

### **(C) Joining Bonus**

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

### **Note: For International Worker Only\***

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

### **Benefits applicable for current Company financial year:**

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

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

1. Medical:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**GST Clause:**

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

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

**General Tax:**

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

## **ANNEXURE II**

### **Mandatory documentation at the time of onboarding:**

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

#### **ANNEXURE IV - DECLARATION**

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

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

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

ACKNOWLEDGED AND AGREED:

\_\_\_\_\_  
**MANJUNATH REDDY**

Date:

Disclaimer

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

# BE YOURSELF, MAKE A DIFFERENCE.



Strictly Private and Confidential

Dear **MOHAMMED AVEZ**,

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

**Job Profile - Application Development Associate**

**Management Level - 12**

**Job Family Group - Software Engineering**



Please refer to:

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

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

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

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

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

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

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

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

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

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

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



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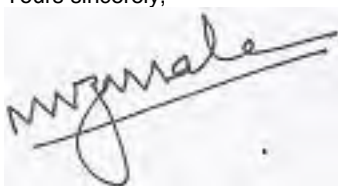
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We look forward to hearing from you regarding your decision to join the Company. I wish you a successful career ahead of you and look forward to your joining us.

Yours sincerely,



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

ACKNOWLEDGED AND AGREED

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**MOHAMMED AVEZ**

## ANNEXURE I

### COMPENSATION & BENEFITS

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<b>(A) Annual Fixed Compensation</b>	400000/-
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<b>(C) Joining Bonus</b>	
<b>Joining Bonus (Refer to the section C)</b>	INR 25,000/-
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### **Benefits applicable for current Company financial year:**

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

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

1. Medical:

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

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

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

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

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

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

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

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

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

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

**General Tax:**

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

## **ANNEXURE II**

### **Mandatory documentation at the time of onboarding:**

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

#### **ANNEXURE IV - DECLARATION**

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

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

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

ACKNOWLEDGED AND AGREED:

\_\_\_\_\_  
**MOHAMMED AVEZ**

Date:

Disclaimer

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

# BE YOURSELF, MAKE A DIFFERENCE.



Strictly Private and Confidential

Dear **MOHIYADEEN SHEIKH JIFRI ET,**

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

**Job Profile - Application Development Associate**

**Management Level - 12**

**Job Family Group - Software Engineering**



Please refer to:

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

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



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

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

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

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

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

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

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

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

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

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

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

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

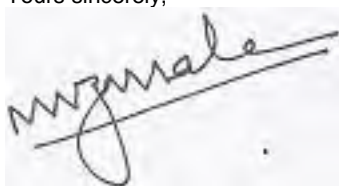
After accepting this Offer, we encourage you visit Countdown to the Company-

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

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

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

Yours sincerely,



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

ACKNOWLEDGED AND AGREED

**MOHIYADEEN SHEIKH JIFRI ET**

## ANNEXURE I

### COMPENSATION & BENEFITS

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

Total Cash Compensation Elements	
	Annual (INR)
<b>(A) Annual Fixed Compensation</b>	600000/-
<b>(B) Local Variable Bonus (LVB) earning potential (at maximum 8.5%)</b>	32,500/-
<b>Maximum Annual Total earning potential(A+B)</b>	4,15,500/-
<b>(C) Joining Bonus</b>	
<b>Joining Bonus (Refer to the section C)</b>	INR 25,000/-
<b>(D)# Additional Notional Benefits</b>	
Gratuity for each year of service (indicative and assumed value calculated at an approximation of 4.81% of annual basic)	INR 6,400/-
Notional Insurance Premium paid by Company	INR 11,400/-
<b>Annual Total Earning Potential + Additional Notional Benefits (A+B+C+D)</b>	<b>INR 600000/-</b>
<b>(E)##Additional Discretionary Reimbursements</b>	
Annual Internet reimbursement	INR 12,000/- (capped at INR 1,000/- per month)
<b>(F)Optional opportunity to participate in the Employee Share Purchase Plan</b>	
Employee Share Purchase plan – to purchase Accenture plc Class A ordinary shares <b>at 15% discount on the fair market value</b>	INR 5,700/- [discount opportunity with an optional investment of 10% of gross pay and no change in share price]

#### (A) Annual Fixed Compensation

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

TDS is deducted as applicable from your Income.

#### (B) Local Variable Bonus (LVB)

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

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

### **(C) Joining Bonus**

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

### **Note: For International Worker Only\***

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

### **Benefits applicable for current Company financial year:**

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

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

1. Medical:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**GST Clause:**

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

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

**General Tax:**

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

## **ANNEXURE II**

### **Mandatory documentation at the time of onboarding:**

1. Two copies of your recent passport size photographs.
  2. Original marksheet of all semester (PG/UG).
  3. Original provisional degree certificate or convocation degree certificate.
  4. Copy of X, XII and all semester mark sheets of PG & UG Degrees.
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  6. Passport copy, if available (if not please apply immediately).
  7. Pan Card
  8. Copy of Aadhaar Card- We request you to provide for meeting the UAN generation requirement and any other compliance required by governing regulating authorities like EPFO, ESIC, labour welfare fund and others.
- Please note that by voluntarily sharing your Aadhaar details, you are also authorizing us to share it with third parties under contract with the company and which are bound by confidentiality provisions to meet any regulatory requirements and internal procedures of the company including but not limited to making verifications. Do note that the provision of Aadhaar details and seeding Aadhaar with UAN as well as completing KYC requirements of EPFO is necessary and if you are unable to do so this may delay submission of your PF contributions to the regulators.

#### **ANNEXURE IV - DECLARATION**

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

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

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ACKNOWLEDGED AND AGREED:

**MOHIYADEEN SHEIKH JIFRI ET**

Date:

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# BE YOURSELF, MAKE A DIFFERENCE.



Strictly Private and Confidential

Dear **Vidya Shree P N**,

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

**Job Profile - Application Development Associate**

**Management Level - 12**

**Job Family Group - Software Engineering**



Please refer to:

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

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

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

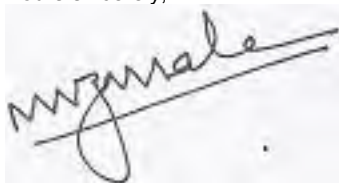
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(<http://careers.accenture.com/Microsites/countdown/Pages/welcome-india.aspx>). This online, interactive welcome site will help you successfully navigate the first days, weeks and months of your career at Accenture. It will also provide an interesting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

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

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

Yours sincerely,



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

ACKNOWLEDGED AND AGREED

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**Vidya Shree P N**

## ANNEXURE I

### COMPENSATION & BENEFITS

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

Total Cash Compensation Elements	
	Annual (INR)
<b>(A) Annual Fixed Compensation</b>	450000/-
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<b>Maximum Annual Total earning potential(A+B)</b>	4,15,500/-
<b>(C) Joining Bonus</b>	
<b>Joining Bonus (Refer to the section C)</b>	INR 25,000/-
<b>(D)# Additional Notional Benefits</b>	
Gratuity for each year of service (indicative and assumed value calculated at an approximation of 4.81% of annual basic)	INR 6,400/-
Notional Insurance Premium paid by Company	INR 11,400/-
<b>Annual Total Earning Potential + Additional Notional Benefits (A+B+C+D)</b>	<b>INR 450000/-</b>
<b>(E)##Additional Discretionary Reimbursements</b>	
Annual Internet reimbursement	INR 12,000/- (capped at INR 1,000/- per month)
<b>(F)Optional opportunity to participate in the Employee Share Purchase Plan</b>	
Employee Share Purchase plan – to purchase Accenture plc Class A ordinary shares <b>at 15% discount on the fair market value</b>	INR 5,700/- [discount opportunity with an optional investment of 10% of gross pay and no change in share price]

#### (A) Annual Fixed Compensation

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

TDS is deducted as applicable from your Income.

#### (B) Local Variable Bonus (LVB)

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

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

### **(C) Joining Bonus**

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

### **Note: For International Worker Only\***

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

### **Benefits applicable for current Company financial year:**

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

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

1. Medical:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**GST Clause:**

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

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

**General Tax:**

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

## **ANNEXURE II**

### **Mandatory documentation at the time of onboarding:**

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



#### **ANNEXURE IV - DECLARATION**

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

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

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

ACKNOWLEDGED AND AGREED:

\_\_\_\_\_  
**Vidya Shree P N**

Date:

Disclaimer

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

# BE YOURSELF, MAKE A DIFFERENCE.



Strictly Private and Confidential

Dear **A Jenifer Cynthya**,

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

**Job Profile - Application Development Associate**

**Management Level - 12**

**Job Family Group - Software Engineering**



Please refer to:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

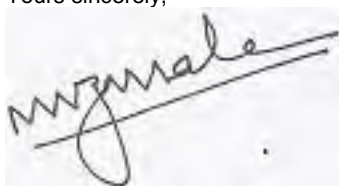
After accepting this Offer, we encourage you visit Countdown to the Company-

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

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

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

Yours sincerely,



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

ACKNOWLEDGED AND AGREED

---

**A Jenifer Cynthia**

Candidate's Signature \_\_\_\_\_

## ANNEXURE I

### COMPENSATION & BENEFITS

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

Total Cash Compensation Elements	
	Annual (INR)
<b>(A) Annual Fixed Compensation</b>	450000/-
<b>(B) Local Variable Bonus (LVB) earning potential (at maximum 8.5%)</b>	32,500/-
<b>Maximum Annual Total earning potential(A+B)</b>	4,15,500/-
<b>(C) Joining Bonus</b>	
<b>Joining Bonus (Refer to the section C)</b>	INR 25,000/-
<b>(D)# Additional Notional Benefits</b>	
Gratuity for each year of service (indicative and assumed value calculated at an approximation of 4.81% of annual basic)	INR 6,400/-
Notional Insurance Premium paid by Company	INR 11,400/-
<b>Annual Total Earning Potential + Additional Notional Benefits (A+B+C+D)</b>	<b>INR 450000/-</b>
<b>(E)##Additional Discretionary Reimbursements</b>	
Annual Internet reimbursement	INR 12,000/- (capped at INR 1,000/- per month)
<b>(F)Optional opportunity to participate in the Employee Share Purchase Plan</b>	
Employee Share Purchase plan – to purchase Accenture plc Class A ordinary shares <b>at 15% discount on the fair market value</b>	INR 5,700/- [discount opportunity with an optional investment of 10% of gross pay and no change in share price]

#### (A) Annual Fixed Compensation

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

TDS is deducted as applicable from your Income.

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

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

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

### **Note: For International Worker Only\***

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

### **Benefits applicable for current Company financial year:**

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

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

1. Medical:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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**General Tax:**

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



## **ANNEXURE II**

### **Mandatory documentation at the time of onboarding:**

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

#### **ANNEXURE IV - DECLARATION**

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

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

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

ACKNOWLEDGED AND AGREED:

\_\_\_\_\_  
**A Jenifer Cynthia**

Date:

Disclaimer

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

# BE YOURSELF, MAKE A DIFFERENCE.



Strictly Private and Confidential

Dear **Abishek R,**

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

**Job Profile - Application Development Associate**

**Management Level - 12**

**Job Family Group - Software Engineering**



Please refer to:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

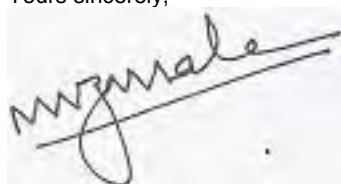
After accepting this Offer, we encourage you visit Countdown to the Company-

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

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

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

Yours sincerely,



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

ACKNOWLEDGED AND AGREED

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Abishek R

## ANNEXURE I

### COMPENSATION & BENEFITS

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

Total Cash Compensation Elements	
	Annual (INR)
<b>(A) Annual Fixed Compensation</b>	450000/-
<b>(B) Local Variable Bonus (LVB) earning potential (at maximum 8.5%)</b>	32,500/-
<b>Maximum Annual Total earning potential(A+B)</b>	4,15,500/-
<b>(C) Joining Bonus</b>	
<b>Joining Bonus (Refer to the section C)</b>	INR 25,000/-
<b>(D)# Additional Notional Benefits</b>	
Gratuity for each year of service (indicative and assumed value calculated at an approximation of 4.81% of annual basic)	INR 6,400/-
Notional Insurance Premium paid by Company	INR 11,400/-
<b>Annual Total Earning Potential + Additional Notional Benefits (A+B+C+D)</b>	<b>INR 450000/-</b>
<b>(E)##Additional Discretionary Reimbursements</b>	
Annual Internet reimbursement	INR 12,000/- (capped at INR 1,000/- per month)
<b>(F)Optional opportunity to participate in the Employee Share Purchase Plan</b>	
Employee Share Purchase plan – to purchase Accenture plc Class A ordinary shares <b>at 15% discount on the fair market value</b>	INR 5,700/- [discount opportunity with an optional investment of 10% of gross pay and no change in share price]

#### (A) Annual Fixed Compensation

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

TDS is deducted as applicable from your Income.

#### (B) Local Variable Bonus (LVB)

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

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

### **(C) Joining Bonus**

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

### **Note: For International Worker Only\***

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

### **Benefits applicable for current Company financial year:**

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

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

1. Medical:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

**GST Clause:**

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

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

**General Tax:**

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

## **ANNEXURE II**

### **Mandatory documentation at the time of onboarding:**

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

#### **ANNEXURE IV - DECLARATION**

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

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

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

ACKNOWLEDGED AND AGREED:

\_\_\_\_\_  
**Abishek R**

Date:

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Strictly Private and Confidential

Dear **Akash Yadav**,

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

**Job Profile - Application Development Associate**

**Management Level - 12**

**Job Family Group - Software Engineering**



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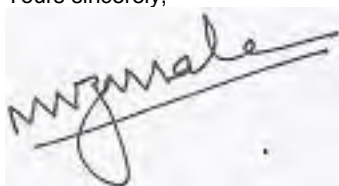
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We look forward to hearing from you regarding your decision to join the Company. I wish you a successful career ahead of you and look forward to your joining us.

Yours sincerely,



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

ACKNOWLEDGED AND AGREED

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**Akash Yadav**

## ANNEXURE I

### COMPENSATION & BENEFITS

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### **Benefits applicable for current Company financial year:**

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

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Life	Self	Equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000/-	Company
Future Service Liability	Self	Up to INR 20,00,000/-	Company
Employee Deposit Linked Insurance (EDLI)	Self	INR 7,05,000/- (If you contribute towards Employee Provident Fund)	Company



1. Medical:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**GST Clause:**

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

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

**General Tax:**

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

## **ANNEXURE II**

### **Mandatory documentation at the time of onboarding:**

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

#### **ANNEXURE IV - DECLARATION**

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

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

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

ACKNOWLEDGED AND AGREED:

\_\_\_\_\_  
**Akash Yadav**

Date:

Disclaimer

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

# BE YOURSELF, MAKE A DIFFERENCE.



Strictly Private and Confidential

Dear **Anshu**,

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

**Job Profile - Application Development Associate**

**Management Level - 12**

**Job Family Group - Software Engineering**



Please refer to:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

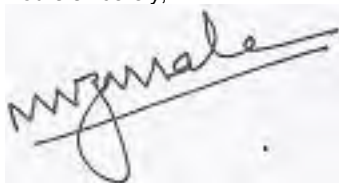
After accepting this Offer, we encourage you visit Countdown to the Company-

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

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

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

Yours sincerely,



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

ACKNOWLEDGED AND AGREED

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Anshu

## ANNEXURE I

### COMPENSATION & BENEFITS

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

Total Cash Compensation Elements	
	Annual (INR)
<b>(A) Annual Fixed Compensation</b>	450000/-
<b>(B) Local Variable Bonus (LVB) earning potential (at maximum 8.5%)</b>	32,500/-
<b>Maximum Annual Total earning potential(A+B)</b>	4,15,500/-
<b>(C) Joining Bonus</b>	
<b>Joining Bonus (Refer to the section C)</b>	INR 25,000/-
<b>(D)# Additional Notional Benefits</b>	
Gratuity for each year of service (indicative and assumed value calculated at an approximation of 4.81% of annual basic)	INR 6,400/-
Notional Insurance Premium paid by Company	INR 11,400/-
<b>Annual Total Earning Potential + Additional Notional Benefits (A+B+C+D)</b>	<b>INR 450000/-</b>
<b>(E)##Additional Discretionary Reimbursements</b>	
Annual Internet reimbursement	INR 12,000/- (capped at INR 1,000/- per month)
<b>(F)Optional opportunity to participate in the Employee Share Purchase Plan</b>	
Employee Share Purchase plan – to purchase Accenture plc Class A ordinary shares <b>at 15% discount on the fair market value</b>	INR 5,700/- [discount opportunity with an optional investment of 10% of gross pay and no change in share price]

#### (A) Annual Fixed Compensation

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

TDS is deducted as applicable from your Income.

#### (B) Local Variable Bonus (LVB)

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



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

### **(C) Joining Bonus**

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

### **Note: For International Worker Only\***

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

### **Benefits applicable for current Company financial year:**

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

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

1. Medical:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**GST Clause:**

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

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

**General Tax:**

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

## **ANNEXURE II**

### **Mandatory documentation at the time of onboarding:**

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

#### **ANNEXURE IV - DECLARATION**

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

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

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

ACKNOWLEDGED AND AGREED:

\_\_\_\_\_  
**Anshu**

Date:

Disclaimer

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# BE YOURSELF, MAKE A DIFFERENCE.



Strictly Private and Confidential

Dear **Aounathya K Rao**,

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

**Job Profile - Application Development Associate**

**Management Level - 12**

**Job Family Group - Software Engineering**



Please refer to:

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

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

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

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

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

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

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

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

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

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

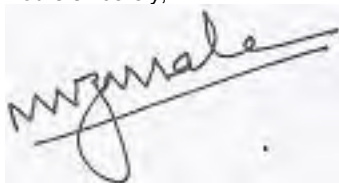
After accepting this Offer, we encourage you visit Countdown to the Company-

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

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

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

Yours sincerely,



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

ACKNOWLEDGED AND AGREED

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**Aounathya K Rao**



## ANNEXURE I

### COMPENSATION & BENEFITS

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

Total Cash Compensation Elements	
	Annual (INR)
<b>(A) Annual Fixed Compensation</b>	450000/-
<b>(B) Local Variable Bonus (LVB) earning potential (at maximum 8.5%)</b>	32,500/-
<b>Maximum Annual Total earning potential(A+B)</b>	4,15,500/-
<b>(C) Joining Bonus</b>	
<b>Joining Bonus (Refer to the section C)</b>	INR 25,000/-
<b>(D)# Additional Notional Benefits</b>	
Gratuity for each year of service (indicative and assumed value calculated at an approximation of 4.81% of annual basic)	INR 6,400/-
Notional Insurance Premium paid by Company	INR 11,400/-
<b>Annual Total Earning Potential + Additional Notional Benefits (A+B+C+D)</b>	<b>INR 450000/-</b>
<b>(E)##Additional Discretionary Reimbursements</b>	
Annual Internet reimbursement	INR 12,000/- (capped at INR 1,000/- per month)
<b>(F)Optional opportunity to participate in the Employee Share Purchase Plan</b>	
Employee Share Purchase plan – to purchase Accenture plc Class A ordinary shares <b>at 15% discount on the fair market value</b>	INR 5,700/- [discount opportunity with an optional investment of 10% of gross pay and no change in share price]

#### (A) Annual Fixed Compensation

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

TDS is deducted as applicable from your Income.

#### (B) Local Variable Bonus (LVB)

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

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

### **(C) Joining Bonus**

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

### **Note: For International Worker Only\***

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

### **Benefits applicable for current Company financial year:**

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

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

1. Medical:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**GST Clause:**

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

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

**General Tax:**

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

## **ANNEXURE II**

### **Mandatory documentation at the time of onboarding:**

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

#### **ANNEXURE IV - DECLARATION**

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

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

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

ACKNOWLEDGED AND AGREED:

\_\_\_\_\_  
**Aounathya K Rao**

Date:

Disclaimer

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

# BE YOURSELF, MAKE A DIFFERENCE.



Strictly Private and Confidential

Dear **ARUN KUMAR**,

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

**Job Profile - Application Development Associate**

**Management Level - 12**

**Job Family Group - Software Engineering**



Please refer to:

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

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

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

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

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

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

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

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

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

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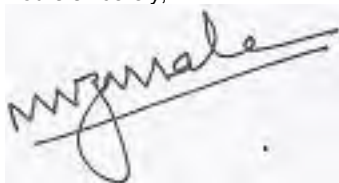
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We look forward to hearing from you regarding your decision to join the Company. I wish you a successful career ahead of you and look forward to your joining us.

Yours sincerely,



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

ACKNOWLEDGED AND AGREED

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ARUN KUMAR

## ANNEXURE I

### COMPENSATION & BENEFITS

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

Total Cash Compensation Elements	
	Annual (INR)
<b>(A) Annual Fixed Compensation</b>	600000/-
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<b>Maximum Annual Total earning potential(A+B)</b>	4,15,500/-
<b>(C) Joining Bonus</b>	
<b>Joining Bonus (Refer to the section C)</b>	INR 25,000/-
<b>(D)# Additional Notional Benefits</b>	
Gratuity for each year of service (indicative and assumed value calculated at an approximation of 4.81% of annual basic)	INR 6,400/-
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<b>(E)##Additional Discretionary Reimbursements</b>	
Annual Internet reimbursement	INR 12,000/- (capped at INR 1,000/- per month)
<b>(F)Optional opportunity to participate in the Employee Share Purchase Plan</b>	
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Your annual fixed compensation is INR 3,83,000. This includes allowances structured in accordance with the Company compensation guidelines and applicable statutory norms. Please note the annual fixed compensation includes employer's contribution to Provident Fund, as applicable.

TDS is deducted as applicable from your Income.

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

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### **Note: For International Worker Only\***

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

### **Benefits applicable for current Company financial year:**

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

Insurance policy	Coverage for	Coverage amount	Premium paid by
Medical	Self, Spouse/partner (if you identify yourself as lesbian, gay, bisexual and transgender) & 2 Dependent children	INR 3,00,000/- per annum	Company
Personal Accident	Self	Up to 3 times of annual fixed compensation	Company
Life	Self	Equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000/-	Company
Future Service Liability	Self	Up to INR 20,00,000/-	Company
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a) Medical Insurance for self, spouse and 2 dependent children up to INR 3,00,000 per annum. This plan allows for coverage of pre-existing ailments. This is as per current arrangement with our Insurer and is subject to review from time to time.

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

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

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

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

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

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

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

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

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

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

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

**GST Clause:**

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

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

**General Tax:**

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

## **ANNEXURE II**

### **Mandatory documentation at the time of onboarding:**

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

#### **ANNEXURE IV - DECLARATION**

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

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

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

ACKNOWLEDGED AND AGREED:

\_\_\_\_\_  
**ARUN KUMAR**

Date:

Disclaimer

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

# BE YOURSELF, MAKE A DIFFERENCE.



Strictly Private and Confidential

Dear **B S Parinitha**,

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

**Job Profile - Application Development Associate**

**Management Level - 12**

**Job Family Group - Software Engineering**



Please refer to:

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

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



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

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

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

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

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

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

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

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

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

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

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

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

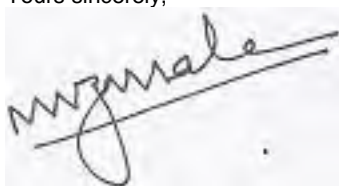
After accepting this Offer, we encourage you visit Countdown to the Company-

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

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

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

Yours sincerely,



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

ACKNOWLEDGED AND AGREED

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**B S Parinitha**

## ANNEXURE I

### COMPENSATION & BENEFITS

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

Total Cash Compensation Elements	
	Annual (INR)
<b>(A) Annual Fixed Compensation</b>	450000/-
<b>(B) Local Variable Bonus (LVB) earning potential (at maximum 8.5%)</b>	32,500/-
<b>Maximum Annual Total earning potential(A+B)</b>	4,15,500/-
<b>(C) Joining Bonus</b>	
<b>Joining Bonus (Refer to the section C)</b>	INR 25,000/-
<b>(D)# Additional Notional Benefits</b>	
Gratuity for each year of service (indicative and assumed value calculated at an approximation of 4.81% of annual basic)	INR 6,400/-
Notional Insurance Premium paid by Company	INR 11,400/-
<b>Annual Total Earning Potential + Additional Notional Benefits (A+B+C+D)</b>	<b>INR 450000/-</b>
<b>(E)##Additional Discretionary Reimbursements</b>	
Annual Internet reimbursement	INR 12,000/- (capped at INR 1,000/- per month)
<b>(F)Optional opportunity to participate in the Employee Share Purchase Plan</b>	
Employee Share Purchase plan – to purchase Accenture plc Class A ordinary shares <b>at 15% discount on the fair market value</b>	INR 5,700/- [discount opportunity with an optional investment of 10% of gross pay and no change in share price]

#### (A) Annual Fixed Compensation

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

TDS is deducted as applicable from your Income.

#### (B) Local Variable Bonus (LVB)

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

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

### **(C) Joining Bonus**

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

### **Note: For International Worker Only\***

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

### **Benefits applicable for current Company financial year:**

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

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

1. Medical:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**GST Clause:**

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

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

**General Tax:**

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

## **ANNEXURE II**

### **Mandatory documentation at the time of onboarding:**

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

#### **ANNEXURE IV - DECLARATION**

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

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

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ACKNOWLEDGED AND AGREED:

\_\_\_\_\_  
**B S Parinitha**

Date:

Disclaimer

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# BE YOURSELF, MAKE A DIFFERENCE.



Strictly Private and Confidential

Dear **Bindu G**,

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

**Job Profile - Application Development Associate**

**Management Level - 12**

**Job Family Group - Software Engineering**



Please refer to:

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

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

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

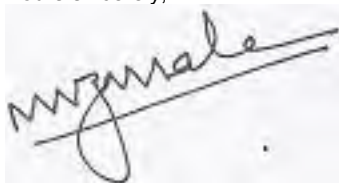
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(<http://careers.accenture.com/Microsites/countdown/Pages/welcome-india.aspx>). This online, interactive welcome site will help you successfully navigate the first days, weeks and months of your career at Accenture. It will also provide an interesting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

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

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

Yours sincerely,



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

ACKNOWLEDGED AND AGREED

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**Bindu G**

## ANNEXURE I

### COMPENSATION & BENEFITS

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

Total Cash Compensation Elements	
	Annual (INR)
<b>(A) Annual Fixed Compensation</b>	450000/-
<b>(B) Local Variable Bonus (LVB) earning potential (at maximum 8.5%)</b>	32,500/-
<b>Maximum Annual Total earning potential(A+B)</b>	4,15,500/-
<b>(C) Joining Bonus</b>	
<b>Joining Bonus (Refer to the section C)</b>	INR 25,000/-
<b>(D)# Additional Notional Benefits</b>	
Gratuity for each year of service (indicative and assumed value calculated at an approximation of 4.81% of annual basic)	INR 6,400/-
Notional Insurance Premium paid by Company	INR 11,400/-
<b>Annual Total Earning Potential + Additional Notional Benefits (A+B+C+D)</b>	<b>INR 450000/-</b>
<b>(E)##Additional Discretionary Reimbursements</b>	
Annual Internet reimbursement	INR 12,000/- (capped at INR 1,000/- per month)
<b>(F)Optional opportunity to participate in the Employee Share Purchase Plan</b>	
Employee Share Purchase plan – to purchase Accenture plc Class A ordinary shares <b>at 15% discount on the fair market value</b>	INR 5,700/- [discount opportunity with an optional investment of 10% of gross pay and no change in share price]

#### (A) Annual Fixed Compensation

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

TDS is deducted as applicable from your Income.

#### (B) Local Variable Bonus (LVB)

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

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

### **(C) Joining Bonus**

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

### **Note: For International Worker Only\***

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

### **Benefits applicable for current Company financial year:**

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

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

1. Medical:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**GST Clause:**

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

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

**General Tax:**

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

## **ANNEXURE II**

### **Mandatory documentation at the time of onboarding:**

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



#### **ANNEXURE IV - DECLARATION**

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

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

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

ACKNOWLEDGED AND AGREED:

\_\_\_\_\_  
**Bindu G**

Date:

Disclaimer

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

# BE YOURSELF, MAKE A DIFFERENCE.



Strictly Private and Confidential

Dear **C Hariharan**,

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

**Job Profile - Application Development Associate**

**Management Level - 12**

**Job Family Group - Software Engineering**



Please refer to:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

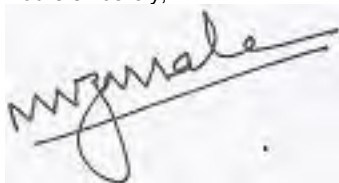
After accepting this Offer, we encourage you visit Countdown to the Company-

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

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

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

Yours sincerely,



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

ACKNOWLEDGED AND AGREED

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**C Hariharan**

## ANNEXURE I

### COMPENSATION & BENEFITS

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

Total Cash Compensation Elements	
	Annual (INR)
<b>(A) Annual Fixed Compensation</b>	450000/-
<b>(B) Local Variable Bonus (LVB) earning potential (at maximum 8.5%)</b>	32,500/-
<b>Maximum Annual Total earning potential(A+B)</b>	4,15,500/-
<b>(C) Joining Bonus</b>	
<b>Joining Bonus (Refer to the section C)</b>	INR 25,000/-
<b>(D)# Additional Notional Benefits</b>	
Gratuity for each year of service (indicative and assumed value calculated at an approximation of 4.81% of annual basic)	INR 6,400/-
Notional Insurance Premium paid by Company	INR 11,400/-
<b>Annual Total Earning Potential + Additional Notional Benefits (A+B+C+D)</b>	<b>INR 450000/-</b>
<b>(E)##Additional Discretionary Reimbursements</b>	
Annual Internet reimbursement	INR 12,000/- (capped at INR 1,000/- per month)
<b>(F)Optional opportunity to participate in the Employee Share Purchase Plan</b>	
Employee Share Purchase plan – to purchase Accenture plc Class A ordinary shares <b>at 15% discount on the fair market value</b>	INR 5,700/- [discount opportunity with an optional investment of 10% of gross pay and no change in share price]

#### (A) Annual Fixed Compensation

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

TDS is deducted as applicable from your Income.

#### (B) Local Variable Bonus (LVB)

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

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

### **(C) Joining Bonus**

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

### **Note: For International Worker Only\***

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

### **Benefits applicable for current Company financial year:**

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

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

1. Medical:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**GST Clause:**

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

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

**General Tax:**

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



## **ANNEXURE II**

### **Mandatory documentation at the time of onboarding:**

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

#### **ANNEXURE IV - DECLARATION**

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

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

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

ACKNOWLEDGED AND AGREED:

\_\_\_\_\_  
**C Hariharan**

Date:

Disclaimer

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

# BE YOURSELF, MAKE A DIFFERENCE.



Strictly Private and Confidential

Dear **Chethan M,**

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

**Job Profile - Application Development Associate**

**Management Level - 12**

**Job Family Group - Software Engineering**



Please refer to:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

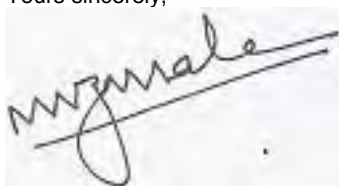
After accepting this Offer, we encourage you visit Countdown to the Company-

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

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

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

Yours sincerely,



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

ACKNOWLEDGED AND AGREED

\_\_\_\_\_  
**Chethan M**

Candidate's Signature \_\_\_\_\_

## ANNEXURE I

### COMPENSATION & BENEFITS

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

Total Cash Compensation Elements	
	Annual (INR)
<b>(A) Annual Fixed Compensation</b>	450000/-
<b>(B) Local Variable Bonus (LVB) earning potential (at maximum 8.5%)</b>	32,500/-
<b>Maximum Annual Total earning potential(A+B)</b>	4,15,500/-
<b>(C) Joining Bonus</b>	
<b>Joining Bonus (Refer to the section C)</b>	INR 25,000/-
<b>(D)# Additional Notional Benefits</b>	
Gratuity for each year of service (indicative and assumed value calculated at an approximation of 4.81% of annual basic)	INR 6,400/-
Notional Insurance Premium paid by Company	INR 11,400/-
<b>Annual Total Earning Potential + Additional Notional Benefits (A+B+C+D)</b>	<b>INR 450000/-</b>
<b>(E)##Additional Discretionary Reimbursements</b>	
Annual Internet reimbursement	INR 12,000/- (capped at INR 1,000/- per month)
<b>(F)Optional opportunity to participate in the Employee Share Purchase Plan</b>	
Employee Share Purchase plan – to purchase Accenture plc Class A ordinary shares <b>at 15% discount on the fair market value</b>	INR 5,700/- [discount opportunity with an optional investment of 10% of gross pay and no change in share price]

#### (A) Annual Fixed Compensation

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

TDS is deducted as applicable from your Income.

#### (B) Local Variable Bonus (LVB)

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

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

### **(C) Joining Bonus**

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

### **Note: For International Worker Only\***

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

### **Benefits applicable for current Company financial year:**

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

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

1. Medical:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

**GST Clause:**

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

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

**General Tax:**

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

## **ANNEXURE II**

### **Mandatory documentation at the time of onboarding:**

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

#### **ANNEXURE IV - DECLARATION**

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

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

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

ACKNOWLEDGED AND AGREED:

\_\_\_\_\_  
**Chethan M**

Date:

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**Job Profile - Application Development Associate**

**Management Level - 12**

**Job Family Group - Software Engineering**



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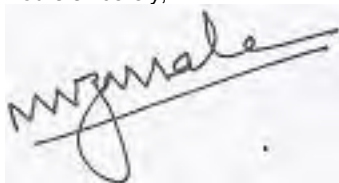
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We look forward to hearing from you regarding your decision to join the Company. I wish you a successful career ahead of you and look forward to your joining us.

Yours sincerely,



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

ACKNOWLEDGED AND AGREED

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DEEPTHI REDDY.G

## ANNEXURE I

### COMPENSATION & BENEFITS

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Employee Deposit Linked Insurance (EDLI)	Self	INR 7,05,000/- (If you contribute towards Employee Provident Fund)	Company



1. Medical:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**GST Clause:**

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

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

**General Tax:**

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

## **ANNEXURE II**

### **Mandatory documentation at the time of onboarding:**

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

#### **ANNEXURE IV - DECLARATION**

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

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

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

ACKNOWLEDGED AND AGREED:

\_\_\_\_\_  
**DEEPTHI REDDY.G**

Date:

Disclaimer

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

# BE YOURSELF, MAKE A DIFFERENCE.



Strictly Private and Confidential

Dear **Gevisha S,**

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

**Job Profile - Application Development Associate**

**Management Level - 12**

**Job Family Group - Software Engineering**



Please refer to:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

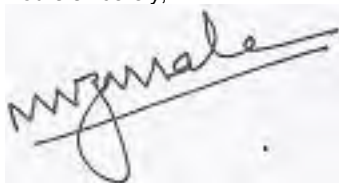
After accepting this Offer, we encourage you visit Countdown to the Company-

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

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

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

Yours sincerely,



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

ACKNOWLEDGED AND AGREED

**Gevisha S**

## ANNEXURE I

### COMPENSATION & BENEFITS

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

Total Cash Compensation Elements	
	Annual (INR)
<b>(A) Annual Fixed Compensation</b>	450000/-
<b>(B) Local Variable Bonus (LVB) earning potential (at maximum 8.5%)</b>	32,500/-
<b>Maximum Annual Total earning potential(A+B)</b>	4,15,500/-
<b>(C) Joining Bonus</b>	
<b>Joining Bonus (Refer to the section C)</b>	INR 25,000/-
<b>(D)# Additional Notional Benefits</b>	
Gratuity for each year of service (indicative and assumed value calculated at an approximation of 4.81% of annual basic)	INR 6,400/-
Notional Insurance Premium paid by Company	INR 11,400/-
<b>Annual Total Earning Potential + Additional Notional Benefits (A+B+C+D)</b>	<b>INR 450000/-</b>
<b>(E)##Additional Discretionary Reimbursements</b>	
Annual Internet reimbursement	INR 12,000/- (capped at INR 1,000/- per month)
<b>(F)Optional opportunity to participate in the Employee Share Purchase Plan</b>	
Employee Share Purchase plan – to purchase Accenture plc Class A ordinary shares <b>at 15% discount on the fair market value</b>	INR 5,700/- [discount opportunity with an optional investment of 10% of gross pay and no change in share price]

#### (A) Annual Fixed Compensation

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

TDS is deducted as applicable from your Income.

#### (B) Local Variable Bonus (LVB)

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



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

### **(C) Joining Bonus**

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

### **Note: For International Worker Only\***

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

### **Benefits applicable for current Company financial year:**

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

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

1. Medical:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The Company may, at any time and in its sole and absolute discretion, amend, suspend, vary and modify any of the terms and conditions of the above benefits & guidelines.

**From the date of your joining, the compensation and benefits mentioned in this annexure will be applicable to you until any further communication from the Company.**

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**General Tax:**

All compensation will be paid to you after deduction of tax at source, in accordance with applicable law. You will be solely liable for your personal tax liabilities, as per applicable law, both in India and abroad.

## **ANNEXURE II**

### **Mandatory documentation at the time of onboarding:**

1. Two copies of your recent passport size photographs.
  2. Original marksheet of all semester (PG/UG).
  3. Original provisional degree certificate or convocation degree certificate.
  4. Copy of X, XII and all semester mark sheets of PG & UG Degrees.
  5. Copy of Degree/PG/Diploma (as applicable) certificates.
  6. Passport copy, if available (if not please apply immediately).
  7. Pan Card
  8. Copy of Aadhaar Card- We request you to provide for meeting the UAN generation requirement and any other compliance required by governing regulating authorities like EPFO, ESIC, labour welfare fund and others.
- Please note that by voluntarily sharing your Aadhaar details, you are also authorizing us to share it with third parties under contract with the company and which are bound by confidentiality provisions to meet any regulatory requirements and internal procedures of the company including but not limited to making verifications. Do note that the provision of Aadhaar details and seeding Aadhaar with UAN as well as completing KYC requirements of EPFO is necessary and if you are unable to do so this may delay submission of your PF contributions to the regulators.

#### **ANNEXURE IV - DECLARATION**

I hereby represent and warrant that as of my effective start date of employment with the Company, I will have: (a) terminated my employment with any current/previous employer and any other employment or contractor relationships; and (b) satisfactorily performed and completed all my obligations which apply/applied to me vis-à-vis any current/previous employer and any other employment or contractor relationships

I hereby represent and warrant that I have not, during the course of any current/previous employment and any other employment or contractor relationships, entered into or agreed to any arrangement which may restrict, prohibit or debar or conflict or be inconsistent with my acceptance of the offer made by the Company or employment with the Company, including, but not limited to, any time-bound non-compete agreement, restrictive employment agreement or other restrictive terms.

I hereby represent and warrant that I shall not bring into Accenture premises (or use in any manner) any third party documents (regardless of media) or materials (including but not limited to trade secrets) with myself to Accenture, including any such documents or materials from my previous employer. To the extent I feel that my employment at Accenture would require me to bring any third party documents or materials to Accenture I shall not bring any such documents or materials unless I have taken all permissions/approvals from the third parties before accepting the offer from Accenture. I further represent and warrant that I have not and will not inappropriately disclose or misuse any confidential information obtained from and/or in connection with any current/previous employer and any other employment or contractor relationships. I agree and acknowledge that a breach of this provision shall entitle Accenture to terminate my services with immediate effect.

ACKNOWLEDGED AND AGREED:

\_\_\_\_\_  
**Gevisha S**

Date:

Disclaimer

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# BE YOURSELF, MAKE A DIFFERENCE.



Strictly Private and Confidential

Dear **Gulshan Kumar**,

Based on our recent discussion with you, we are pleased to extend an offer to join Accenture Solutions Pvt. Ltd. ("Company or Accenture as the case maybe") in our Advanced Technology Centers, India, as per the below terms and conditions:

**Job Profile - Application Development Associate**

**Management Level - 12**

**Job Family Group - Software Engineering**



Please refer to:

- Annexure I for the compensation and benefits details.
- Annexure II for documentation to be submitted by you.
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- After completing the Fundamental Skill Primer Learning, you will need to go through the Fundamental Skill Primer assessment.

Upon joining the Company further Stream training program(s) will be conducted for a specific duration on the specific skill set assigned to you. Periodic assessments will be conducted throughout this training program which you are expected to clear. Each of such assessments including Primer assessment will add towards your final score. A min. of 60% will need to be scored for successful clearance. If you are unable to score 60% in the first attempt, you will have up to two additional attempts and will be required to score minimum 60% marks to clear the stream learning assessments.

Your employment with Accenture is subject to your successful completion of the Stream training program and assessments as mentioned above. If you are unable to clear the Stream training assessments in the given 3 attempts successfully, your services with the Company shall be terminated as per Clause 10 outlined in the Terms of Employment.

By completing 100% of Fundamental Skill Primer online modules before the Fundamental Skill primer assessment and scoring 75% or above in the Fundamental Skill Primer assessment, a potential new joiner will be eligible for a learning Incentive of INR 10,000 provided new joiner is employed with the company for minimum three months.

After acceptance of the offer of employment or any time during the course of your employment with the Company you may be required to undergo drug/alcohol/substance test based on the project you are deployed. This offer and your employment with Accenture are contingent upon you completing tests as per the requirements of the Company and in the instance of failing these tests namely the drug/alcohol/substance test, Accenture may, in its sole discretion, elect to terminate or suspend your employment immediately.

In the event a government body/Authority exercising its jurisdiction and statutory power/Authority seeks information pertaining to any aspect of your employment, the Company shall provide such information to the government body/Authority without any notification to you. The foregoing shall be applicable to information pertaining to your employment being shared in pursuance of statutory requirements/compliance. You may belong to this category and your details will be disclosed to these authorities.

To indicate your acceptance of this Offer and Terms of Employment with Accenture, please confirm your acceptance/rejection by logging on to Accenture Recruitment Portal (<https://india.jobs.accenture.com/default.aspx>) using your unique reference number, candidate identification (CID) and mobile number within 14 days (fourteen days) from the date of this letter, post which the link will be disabled for you. If we do not receive your response before the expiration of 14 days (fourteen days) from the date of this letter, the terms of this Offer of employment will be deemed to have been rejected by you, unless otherwise communicated to you by the Company in writing. Further, at the time of joining you are required to provide all documentation identified in Annexure II along with the signed copy of this Offer letter and Terms of Employment.

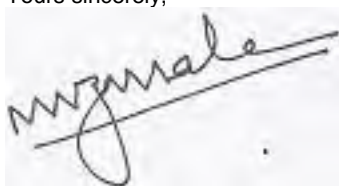
After accepting this Offer, we encourage you visit Countdown to the Company-

(<http://careers.accenture.com/Microsites/countdown/Pages/welcome-india.aspx>). This online, interactive welcome site will help you successfully navigate the first days, weeks and months of your career at Accenture. It will also provide an interesting overview of Company history-as well as tips on how to develop yourself (and your career) in the future.

In case you have a query, please raise them on <https://indiacampus.accenture.com/myzone/accenture/auth/login>

We look forward to hearing from you regarding your decision to join the Company. I wish you a successful career ahead of you and look forward to your joining us.

Yours sincerely,



Mahesh Vasudeo Zurale  
Senior Managing Director  
Lead, Advanced Technology Centers, India

ACKNOWLEDGED AND AGREED

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**Gulshan Kumar**



## ANNEXURE I

### COMPENSATION & BENEFITS

Annual Total Cash compensation structure as per the Company guidelines is:

Total Cash Compensation Elements	
	Annual (INR)
<b>(A) Annual Fixed Compensation</b>	450000/-
<b>(B) Local Variable Bonus (LVB) earning potential (at maximum 8.5%)</b>	32,500/-
<b>Maximum Annual Total earning potential(A+B)</b>	4,15,500/-
<b>(C) Joining Bonus</b>	
<b>Joining Bonus (Refer to the section C)</b>	INR 25,000/-
<b>(D)# Additional Notional Benefits</b>	
Gratuity for each year of service (indicative and assumed value calculated at an approximation of 4.81% of annual basic)	INR 6,400/-
Notional Insurance Premium paid by Company	INR 11,400/-
<b>Annual Total Earning Potential + Additional Notional Benefits (A+B+C+D)</b>	<b>INR 450000/-</b>
<b>(E)##Additional Discretionary Reimbursements</b>	
Annual Internet reimbursement	INR 12,000/- (capped at INR 1,000/- per month)
<b>(F)Optional opportunity to participate in the Employee Share Purchase Plan</b>	
Employee Share Purchase plan – to purchase Accenture plc Class A ordinary shares <b>at 15% discount on the fair market value</b>	INR 5,700/- [discount opportunity with an optional investment of 10% of gross pay and no change in share price]

#### (A) Annual Fixed Compensation

Your annual fixed compensation is INR 3,83,000. This includes allowances structured in accordance with the Company compensation guidelines and applicable statutory norms. Please note the annual fixed compensation includes employer's contribution to Provident Fund, as applicable.

TDS is deducted as applicable from your Income.

#### (B) Local Variable Bonus (LVB)

As part of your annual total cash compensation, you will be eligible to participate in the FY22 Local Variable Bonus program (LVB). Your indicative pay-out can range from 0% to 8.5% of the prorated fixed pay in the Fiscal year, subject to the overall terms and conditions of

the LVB, including but not limited to your individual performance achievements and the Company's performance. In addition to these two components, your LVB is also linked to your Individual Utilization. The Company may, at any time and in its sole and absolute discretion, amend, suspend, withdraw vary and/or modify any of the terms and conditions of the LVB program guidelines. The LVB will be paid out subject to you being on the roles of the Company on the date of disbursement of these pay outs and will be prorated based on your tenure in Accenture India and considering the period of leave without pay during the said fiscal year.

### **(C) Joining Bonus**

You are also eligible for a joining bonus of INR 25,000/- payable upon joining the organization and that will be paid out along with salary of the month of joining or succeeding pay month. In case you leave, or your services are separated from the Company (except for ramp down or redundancies by the Company) before completion of 1 year from the date of joining, then this whole amount shall be recovered from you.

### **Note: For International Worker Only\***

As per Indian Provident Fund (PF) regulations, membership to the Provident Fund is mandatory for all International Workers. Exemptions if any, shall be as per the existing law. Please note that since your cost to the Company (CTC) includes employee's as well as employer's contribution to Provident Fund, appropriate adjustment in your monthly salary will be made for Provident Fund contributions as per applicable laws/regulations in existence (or amendments from time to time). Withdrawal (if any) from Provident Fund is regulated by the government of India and is subject to government approvals and prevailing laws (amended from time to time). Any person desirous of such withdrawal need to comply with applicable law and procedures laid down by the authorities.

### **Benefits applicable for current Company financial year:**

In addition to your annual total cash compensation, you will be eligible for following benefits, which will be governed by Company policy:

Insurance policy	Coverage for	Coverage amount	Premium paid by
Medical	Self, Spouse/partner (if you identify yourself as lesbian, gay, bisexual and transgender) & 2 Dependent children	INR 3,00,000/- per annum	Company
Personal Accident	Self	Up to 3 times of annual fixed compensation	Company
Life	Self	Equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000/-	Company
Future Service Liability	Self	Up to INR 20,00,000/-	Company
Employee Deposit Linked Insurance (EDLI)	Self	INR 7,05,000/- (If you contribute towards Employee Provident Fund)	Company

1. Medical:

a) Medical Insurance for self, spouse and 2 dependent children up to INR 3,00,000 per annum. This plan allows for coverage of pre-existing ailments. This is as per current arrangement with our Insurer and is subject to review from time to time.

b) You have the option of availing Accenture negotiated rates to cover your parents, parents-in-law and siblings up to INR 10,00,000 & any additional child up to INR 5,00,000 under a separate Insurance plan. You also can avail optional Top-Up and/or Critical Illness Policy for yourself and your dependents (spouse and 2 children) up to INR 10,00,000. The entire premium for this will have to be borne by you. These plans allow for coverage of pre-existing ailments. This is as per current arrangement with our Insurer and is subject to review from time to time.

c) For Permissible claims under the Medical Insurance plans detailed above, you will be required to contribute a defined percentage of each claim, as under:

- 10% of such claims for self, spouse and 2 dependent children
- 20% of such claims for parents, parent's in-law, siblings, and additional children under the separate Insurance plan.

2. Personal Accident coverage for self, up to three times your annual fixed compensation.

a) You have the option of availing Supplemental Accident cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.

3. Life Insurance coverage equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000.

a) You have the option of availing Supplemental Life cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.

4. #(D) Gratuity amount shown above is an indicative approximation of your annual eligibility, and the final payout of any gratuity amount will be determined in accordance with the applicable provisions of the Payment of Gratuity Act, 1972 (as may be amended from time to time), payable as per the Company policy on your exit.

##(D) Notional Insurance Premium is an approximation based on individual factors which may include age, level and fixed pay depending on the insurance. Please note that there could hence be a slight difference in the actual premium amount borne by Accenture for your insurance coverage. The premium amount is directly paid by Accenture to the Insurance companies tied up with and will not be paid to you individually. Applicable only for current FY and can be withdrawn at anytime at company's discretion.

##(E) Reimbursements would be approved as per the policies' terms & conditions. The reimbursement amounts are subject to company policy and discretion and maybe updated/reviewed/withdrawn at any time basis company discretion.

5. You will also be eligible for the Employee Stock Purchase Plan, which will provide a 15% Discounted Rate on ACN Stock traded on NYSE.

a) Employee Stock Purchase Plan (ESPP): The Employee Share Purchase Plan gives the employee an opportunity to purchase Class A common shares in Accenture Limited at a discount through payroll contributions. By participating in this plan, an employee can develop his / her ownership in Accenture and increase his/ her stake in Accenture's success.

6. Accenture provides you with access to the Employee Assistance Program (EAP) at no cost. EAP helps you and your immediate family members deal with work-life stressors, family issues, financial concerns, relationship problems, and even drug or legal concerns. The EAP services cover up to 5 in-person visits, short-term counseling, confidential access to assessments, referrals and follow-up service

In addition to the above, you will also be eligible for the following benefits:

- One time relocation allowance subject to a maximum of INR 2500.00/- on submission of actual supporting as per policy.
- Transport facility, as per Company guidelines, can be availed at no cost.

Details pertaining to relocation allowance will be provided to you at the time of joining the Company. In the unlikely event you choose to

leave the Company, or your services are terminated, before the completion of 1 year of employment with the Company, the relocation assistance will be construed as debt due and payable by you and should be repaid on termination of your employment. Any dues payable by you on termination will be recovered from your final settlement to the extent possible.

The Company may, at any time and in its sole and absolute discretion, amend, suspend, vary and modify any of the terms and conditions of the above benefits & guidelines.

**From the date of your joining, the compensation and benefits mentioned in this annexure will be applicable to you until any further communication from the Company.**

**GST Clause:**

Following the implementation to the GST regulations with effect from July 1st 2017, please note the treatment to any continuing obligations that you have, pursuant to any signing/joining/relocation/retention bonus as per the terms of your employment, will be as under:

Any signing, joining, relocation or retention bonus received by you will be paid along with salary of the relevant or succeeding pay month. This amount is recoverable as per your employment terms, if your service commitment with Accenture change. Any such recovery or adjustment shall be made from your salary pertaining to the service month before your last working day in the Company. Any shortfalls will be adjusted against any further amounts due and payable to you.

**General Tax:**

All compensation will be paid to you after deduction of tax at source, in accordance with applicable law. You will be solely liable for your personal tax liabilities, as per applicable law, both in India and abroad.

## **ANNEXURE II**

### **Mandatory documentation at the time of onboarding:**

1. Two copies of your recent passport size photographs.
  2. Original marksheet of all semester (PG/UG).
  3. Original provisional degree certificate or convocation degree certificate.
  4. Copy of X, XII and all semester mark sheets of PG & UG Degrees.
  5. Copy of Degree/PG/Diploma (as applicable) certificates.
  6. Passport copy, if available (if not please apply immediately).
  7. Pan Card
  8. Copy of Aadhaar Card- We request you to provide for meeting the UAN generation requirement and any other compliance required by governing regulating authorities like EPFO, ESIC, labour welfare fund and others.
- Please note that by voluntarily sharing your Aadhaar details, you are also authorizing us to share it with third parties under contract with the company and which are bound by confidentiality provisions to meet any regulatory requirements and internal procedures of the company including but not limited to making verifications. Do note that the provision of Aadhaar details and seeding Aadhaar with UAN as well as completing KYC requirements of EPFO is necessary and if you are unable to do so this may delay submission of your PF contributions to the regulators.

#### **ANNEXURE IV - DECLARATION**

I hereby represent and warrant that as of my effective start date of employment with the Company, I will have: (a) terminated my employment with any current/previous employer and any other employment or contractor relationships; and (b) satisfactorily performed and completed all my obligations which apply/applied to me vis-à-vis any current/previous employer and any other employment or contractor relationships

I hereby represent and warrant that I have not, during the course of any current/previous employment and any other employment or contractor relationships, entered into or agreed to any arrangement which may restrict, prohibit or debar or conflict or be inconsistent with my acceptance of the offer made by the Company or employment with the Company, including, but not limited to, any time-bound non-compete agreement, restrictive employment agreement or other restrictive terms.

I hereby represent and warrant that I shall not bring into Accenture premises (or use in any manner) any third party documents (regardless of media) or materials (including but not limited to trade secrets) with myself to Accenture, including any such documents or materials from my previous employer. To the extent I feel that my employment at Accenture would require me to bring any third party documents or materials to Accenture I shall not bring any such documents or materials unless I have taken all permissions/approvals from the third parties before accepting the offer from Accenture. I further represent and warrant that I have not and will not inappropriately disclose or misuse any confidential information obtained from and/or in connection with any current/previous employer and any other employment or contractor relationships. I agree and acknowledge that a breach of this provision shall entitle Accenture to terminate my services with immediate effect.

ACKNOWLEDGED AND AGREED:

\_\_\_\_\_  
**Gulshan Kumar**

Date:

Disclaimer

"This document and any attachments to it (in part or in whole the "Communication") are confidential, may constitute inside information and are for the use only of the addressee. The Communication is the property of Accenture and its affiliates and may contain copyright material or intellectual property of Accenture and/or any of its related entities or of third parties. If you are not the intended recipient of the Communication or have received the Communication in error, please notify the sender or Accenture immediately, return the Communication (in entirety) and delete the Communication (in entirety and copies included) from your records and systems. Unauthorized use, disclosure or copying of this Communication or any part thereof is strictly prohibited and may be unlawful. Any views expressed in the Communication are those of the individual sender only, unless expressly stated to be those of Accenture and its affiliates. Accenture does not guarantee the integrity of the Communication, or that it is free from errors, viruses or interference."

# BE YOURSELF, MAKE A DIFFERENCE.



Strictly Private and Confidential

Dear **Hema V,**

Based on our recent discussion with you, we are pleased to extend an offer to join Accenture Solutions Pvt. Ltd. ("Company or Accenture as the case maybe") in our Advanced Technology Centers, India, as per the below terms and conditions:

**Job Profile - Application Development Associate**

**Management Level - 12**

**Job Family Group - Software Engineering**



Please refer to:

- Annexure I for the compensation and benefits details.
- Annexure II for documentation to be submitted by you.
- Annexure III Terms of Employment
- Annexure IV-Declaration

Your employment with Accenture will be governed by the clauses mentioned in the attached 'Terms of Employment' effective from your date of joining. You are required to carefully read and understand these Terms of Employment before responding to this Offer. This Offer and your employment with Accenture is subject to successful completion of the qualifying examination from your college , as well as satisfactory completion of verification and/or background or reference checks, which may occur at any time prior to or after your effective start date.

You agree and affirm that the information (personal or otherwise) shared by you at the time of registration is accurate, factually correct, and complete and no material information has been withheld by you. Accenture is providing this offer of employment basis preliminary information provided by you at the registration stage and a declaration concerning your agreement with the eligibility criteria. You understand and acknowledge that your employment with Accenture shall be subject to further verification of details and materials/ documents provided to Accenture as well as any further verification deemed necessary to finalize your candidature. You shall continue to meet the eligibility criteria up till and on the date of joining Accenture (if applicable) and agree that Accenture has the right to revoke the offer of employment, in case of failure of verification, or if you are not meeting the eligibility criteria or in case of any misrepresentation at your end.

Your onboarding date will be intimated to you over a separate e-mail by Accenture onboarding team few weeks prior to your actual onboarding date. You will receive an email from Onboarding.doc.ase@accenture.com. You are expected to confirm to the same by responding to our email and share your acceptance to join us on the stipulated date.

At Accenture, the health and well-being of our people, our clients and the community is our top priority. We are also committed to complying with all government safety protocols as we bring our people to our offices. To operate offices at full capacity, there is a growing mandate from government authorities to have all employees vaccinated against COVID-19. Considering this, we expect all our employees to be vaccinated. Therefore, you should ensure to take both doses of the COVID-19 vaccine before onboarding, unless your second dose is due post onboarding, and in that circumstance the second dose should be taken within the government prescribed timelines.

Please note that compliance with these provisions is a condition precedent for the offer or your continued employment with the Company.

Fundamental Skill Primers Learning Module: As you are aware that as part of providing our new joiners a unique learning experience, Accenture proposes an online learning module - Fundamental Skill Primers. This document further enhances and details of the learning opportunities and terms of training / assessments that were previously mentioned in your Letter of Intent.

- The learning module of this program is typically made available to you to give you a reasonable time to learn at your pace and comfort.
- After completing the Fundamental Skill Primer Learning, you will need to go through the Fundamental Skill Primer assessment.

Upon joining the Company further Stream training program(s) will be conducted for a specific duration on the specific skill set assigned to you. Periodic assessments will be conducted throughout this training program which you are expected to clear. Each of such assessments including Primer assessment will add towards your final score. A min. of 60% will need to be scored for successful clearance. If you are unable to score 60% in the first attempt, you will have up to two additional attempts and will be required to score minimum 60% marks to clear the stream learning assessments.

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To indicate your acceptance of this Offer and Terms of Employment with Accenture, please confirm your acceptance/rejection by logging on to Accenture Recruitment Portal (<https://india.jobs.accenture.com/default.aspx>) using your unique reference number, candidate identification (CID) and mobile number within 14 days (fourteen days) from the date of this letter, post which the link will be disabled for you. If we do not receive your response before the expiration of 14 days (fourteen days) from the date of this letter, the terms of this Offer of employment will be deemed to have been rejected by you, unless otherwise communicated to you by the Company in writing. Further, at the time of joining you are required to provide all documentation identified in Annexure II along with the signed copy of this Offer letter and Terms of Employment.

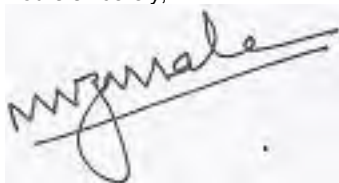
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In case you have a query, please raise them on <https://indiacampus.accenture.com/myzone/accenture/auth/login>

We look forward to hearing from you regarding your decision to join the Company. I wish you a successful career ahead of you and look forward to your joining us.

Yours sincerely,



Mahesh Vasudeo Zurale  
Senior Managing Director  
Lead, Advanced Technology Centers, India

ACKNOWLEDGED AND AGREED

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Hema V

## ANNEXURE I

### COMPENSATION & BENEFITS

Annual Total Cash compensation structure as per the Company guidelines is:

Total Cash Compensation Elements	
	Annual (INR)
<b>(A) Annual Fixed Compensation</b>	450000/-
<b>(B) Local Variable Bonus (LVB) earning potential (at maximum 8.5%)</b>	32,500/-
<b>Maximum Annual Total earning potential(A+B)</b>	4,15,500/-
<b>(C) Joining Bonus</b>	
<b>Joining Bonus (Refer to the section C)</b>	INR 25,000/-
<b>(D)# Additional Notional Benefits</b>	
Gratuity for each year of service (indicative and assumed value calculated at an approximation of 4.81% of annual basic)	INR 6,400/-
Notional Insurance Premium paid by Company	INR 11,400/-
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<b>(E)##Additional Discretionary Reimbursements</b>	
Annual Internet reimbursement	INR 12,000/- (capped at INR 1,000/- per month)
<b>(F)Optional opportunity to participate in the Employee Share Purchase Plan</b>	
Employee Share Purchase plan – to purchase Accenture plc Class A ordinary shares <b>at 15% discount on the fair market value</b>	INR 5,700/- [discount opportunity with an optional investment of 10% of gross pay and no change in share price]

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Your annual fixed compensation is INR 3,83,000. This includes allowances structured in accordance with the Company compensation guidelines and applicable statutory norms. Please note the annual fixed compensation includes employer's contribution to Provident Fund, as applicable.

TDS is deducted as applicable from your Income.

#### (B) Local Variable Bonus (LVB)

As part of your annual total cash compensation, you will be eligible to participate in the FY22 Local Variable Bonus program (LVB). Your indicative pay-out can range from 0% to 8.5% of the prorated fixed pay in the Fiscal year, subject to the overall terms and conditions of

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### **(C) Joining Bonus**

You are also eligible for a joining bonus of INR 25,000/- payable upon joining the organization and that will be paid out along with salary of the month of joining or succeeding pay month. In case you leave, or your services are separated from the Company (except for ramp down or redundancies by the Company) before completion of 1 year from the date of joining, then this whole amount shall be recovered from you.

### **Note: For International Worker Only\***

As per Indian Provident Fund (PF) regulations, membership to the Provident Fund is mandatory for all International Workers. Exemptions if any, shall be as per the existing law. Please note that since your cost to the Company (CTC) includes employee's as well as employer's contribution to Provident Fund, appropriate adjustment in your monthly salary will be made for Provident Fund contributions as per applicable laws/regulations in existence (or amendments from time to time). Withdrawal (if any) from Provident Fund is regulated by the government of India and is subject to government approvals and prevailing laws (amended from time to time). Any person desirous of such withdrawal need to comply with applicable law and procedures laid down by the authorities.

### **Benefits applicable for current Company financial year:**

In addition to your annual total cash compensation, you will be eligible for following benefits, which will be governed by Company policy:

Insurance policy	Coverage for	Coverage amount	Premium paid by
Medical	Self, Spouse/partner (if you identify yourself as lesbian, gay, bisexual and transgender) & 2 Dependent children	INR 3,00,000/- per annum	Company
Personal Accident	Self	Up to 3 times of annual fixed compensation	Company
Life	Self	Equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000/-	Company
Future Service Liability	Self	Up to INR 20,00,000/-	Company
Employee Deposit Linked Insurance (EDLI)	Self	INR 7,05,000/- (If you contribute towards Employee Provident Fund)	Company

1. Medical:

a) Medical Insurance for self, spouse and 2 dependent children up to INR 3,00,000 per annum. This plan allows for coverage of pre-existing ailments. This is as per current arrangement with our Insurer and is subject to review from time to time.

b) You have the option of availing Accenture negotiated rates to cover your parents, parents-in-law and siblings up to INR 10,00,000 & any additional child up to INR 5,00,000 under a separate Insurance plan. You also can avail optional Top-Up and/or Critical Illness Policy for yourself and your dependents (spouse and 2 children) up to INR 10,00,000. The entire premium for this will have to be borne by you. These plans allow for coverage of pre-existing ailments. This is as per current arrangement with our Insurer and is subject to review from time to time.

c) For Permissible claims under the Medical Insurance plans detailed above, you will be required to contribute a defined percentage of each claim, as under:

- 10% of such claims for self, spouse and 2 dependent children
- 20% of such claims for parents, parent's in-law, siblings, and additional children under the separate Insurance plan.

2. Personal Accident coverage for self, up to three times your annual fixed compensation.

a) You have the option of availing Supplemental Accident cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.

3. Life Insurance coverage equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000.

a) You have the option of availing Supplemental Life cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.

4. # (D) Gratuity amount shown above is an indicative approximation of your annual eligibility, and the final payout of any gratuity amount will be determined in accordance with the applicable provisions of the Payment of Gratuity Act, 1972 (as may be amended from time to time), payable as per the Company policy on your exit.

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## (E) Reimbursements would be approved as per the policies' terms & conditions. The reimbursement amounts are subject to company policy and discretion and maybe updated/reviewed/withdrawn at any time basis company discretion.

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a) Employee Stock Purchase Plan (ESPP): The Employee Share Purchase Plan gives the employee an opportunity to purchase Class A common shares in Accenture Limited at a discount through payroll contributions. By participating in this plan, an employee can develop his / her ownership in Accenture and increase his/ her stake in Accenture's success.

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In addition to the above, you will also be eligible for the following benefits:

- One time relocation allowance subject to a maximum of INR 2500.00/- on submission of actual supporting as per policy.
- Transport facility, as per Company guidelines, can be availed at no cost.

Details pertaining to relocation allowance will be provided to you at the time of joining the Company. In the unlikely event you choose to

leave the Company, or your services are terminated, before the completion of 1 year of employment with the Company, the relocation assistance will be construed as debt due and payable by you and should be repaid on termination of your employment. Any dues payable by you on termination will be recovered from your final settlement to the extent possible.

The Company may, at any time and in its sole and absolute discretion, amend, suspend, vary and modify any of the terms and conditions of the above benefits & guidelines.

**From the date of your joining, the compensation and benefits mentioned in this annexure will be applicable to you until any further communication from the Company.**

**GST Clause:**

Following the implementation to the GST regulations with effect from July 1st 2017, please note the treatment to any continuing obligations that you have, pursuant to any signing/joining/relocation/retention bonus as per the terms of your employment, will be as under:

Any signing, joining, relocation or retention bonus received by you will be paid along with salary of the relevant or succeeding pay month. This amount is recoverable as per your employment terms, if your service commitment with Accenture change. Any such recovery or adjustment shall be made from your salary pertaining to the service month before your last working day in the Company. Any shortfalls will be adjusted against any further amounts due and payable to you.

**General Tax:**

All compensation will be paid to you after deduction of tax at source, in accordance with applicable law. You will be solely liable for your personal tax liabilities, as per applicable law, both in India and abroad.

## **ANNEXURE II**

### **Mandatory documentation at the time of onboarding:**

- 1.Two copies of your recent passport size photographs.
  - 2.Original marksheet of all semester (PG/UG).
  - 3.Original provisional degree certificate or convocation degree certificate.
  - 4.Copy of X, XII and all semester mark sheets of PG & UG Degrees.
  - 5.Copy of Degree/PG/Diploma (as applicable) certificates.
  - 6.Passport copy, if available (if not please apply immediately).
  - 7.Pan Card
  8. Copy of Aadhaar Card- We request you to provide for meeting the UAN generation requirement and any other compliance required by governing regulating authorities like EPFO, ESIC, labour welfare fund and others.
- Please note that by voluntarily sharing your Aadhaar details, you are also authorizing us to share it with third parties under contract with the company and which are bound by confidentiality provisions to meet any regulatory requirements and internal procedures of the company including but not limited to making verifications. Do note that the provision of Aadhaar details and seeding Aadhaar with UAN as well as completing KYC requirements of EPFO is necessary and if you are unable to do so this may delay submission of your PF contributions to the regulators.

#### ANNEXURE IV - DECLARATION

I hereby represent and warrant that as of my effective start date of employment with the Company, I will have: (a) terminated my employment with any current/previous employer and any other employment or contractor relationships; and (b) satisfactorily performed and completed all my obligations which apply/applied to me vis-à-vis any current/previous employer and any other employment or contractor relationships

I hereby represent and warrant that I have not, during the course of any current/previous employment and any other employment or contractor relationships, entered into or agreed to any arrangement which may restrict, prohibit or debar or conflict or be inconsistent with my acceptance of the offer made by the Company or employment with the Company, including, but not limited to, any time-bound non-compete agreement, restrictive employment agreement or other restrictive terms.

I hereby represent and warrant that I shall not bring into Accenture premises (or use in any manner) any third party documents (regardless of media) or materials (including but not limited to trade secrets) with myself to Accenture, including any such documents or materials from my previous employer. To the extent I feel that my employment at Accenture would require me to bring any third party documents or materials to Accenture I shall not bring any such documents or materials unless I have taken all permissions/approvals from the third parties before accepting the offer from Accenture. I further represent and warrant that I have not and will not inappropriately disclose or misuse any confidential information obtained from and/or in connection with any current/previous employer and any other employment or contractor relationships. I agree and acknowledge that a breach of this provision shall entitle Accenture to terminate my services with immediate effect.

ACKNOWLEDGED AND AGREED:

\_\_\_\_\_  
**Hema V**

Date:

Disclaimer

"This document and any attachments to it (in part or in whole the "Communication") are confidential, may constitute inside information and are for the use only of the addressee. The Communication is the property of Accenture and its affiliates and may contain copyright material or intellectual property of Accenture and/or any of its related entities or of third parties. If you are not the intended recipient of the Communication or have received the Communication in error, please notify the sender or Accenture immediately, return the Communication (in entirety) and delete the Communication (in entirety and copies included) from your records and systems. Unauthorized use, disclosure or copying of this Communication or any part thereof is strictly prohibited and may be unlawful. Any views expressed in the Communication are those of the individual sender only, unless expressly stated to be those of Accenture and its affiliates. Accenture does not guarantee the integrity of the Communication, or that it is free from errors, viruses or interference."

# BE YOURSELF, MAKE A DIFFERENCE.



Strictly Private and Confidential

Dear **K R Sharin**,

Based on our recent discussion with you, we are pleased to extend an offer to join Accenture Solutions Pvt. Ltd. ("Company or Accenture as the case maybe") in our Advanced Technology Centers, India, as per the below terms and conditions:

**Job Profile - Application Development Associate**

**Management Level - 12**

**Job Family Group - Software Engineering**



Please refer to:

- Annexure I for the compensation and benefits details.
- Annexure II for documentation to be submitted by you.
- Annexure III Terms of Employment
- Annexure IV-Declaration

Your employment with Accenture will be governed by the clauses mentioned in the attached 'Terms of Employment' effective from your date of joining. You are required to carefully read and understand these Terms of Employment before responding to this Offer. This Offer and your employment with Accenture is subject to successful completion of the qualifying examination from your college , as well as satisfactory completion of verification and/or background or reference checks, which may occur at any time prior to or after your effective start date.



You agree and affirm that the information (personal or otherwise) shared by you at the time of registration is accurate, factually correct, and complete and no material information has been withheld by you. Accenture is providing this offer of employment basis preliminary information provided by you at the registration stage and a declaration concerning your agreement with the eligibility criteria. You understand and acknowledge that your employment with Accenture shall be subject to further verification of details and materials/ documents provided to Accenture as well as any further verification deemed necessary to finalize your candidature. You shall continue to meet the eligibility criteria up till and on the date of joining Accenture (if applicable) and agree that Accenture has the right to revoke the offer of employment, in case of failure of verification, or if you are not meeting the eligibility criteria or in case of any misrepresentation at your end.

Your onboarding date will be intimated to you over a separate e-mail by Accenture onboarding team few weeks prior to your actual onboarding date. You will receive an email from Onboarding.doc.ase@accenture.com. You are expected to confirm to the same by responding to our email and share your acceptance to join us on the stipulated date.

At Accenture, the health and well-being of our people, our clients and the community is our top priority. We are also committed to complying with all government safety protocols as we bring our people to our offices. To operate offices at full capacity, there is a growing mandate from government authorities to have all employees vaccinated against COVID-19. Considering this, we expect all our employees to be vaccinated. Therefore, you should ensure to take both doses of the COVID-19 vaccine before onboarding, unless your second dose is due post onboarding, and in that circumstance the second dose should be taken within the government prescribed timelines.

Please note that compliance with these provisions is a condition precedent for the offer or your continued employment with the Company.

Fundamental Skill Primers Learning Module: As you are aware that as part of providing our new joiners a unique learning experience, Accenture proposes an online learning module - Fundamental Skill Primers. This document further enhances and details of the learning opportunities and terms of training / assessments that were previously mentioned in your Letter of Intent.

- The learning module of this program is typically made available to you to give you a reasonable time to learn at your pace and comfort.
- After completing the Fundamental Skill Primer Learning, you will need to go through the Fundamental Skill Primer assessment.

Upon joining the Company further Stream training program(s) will be conducted for a specific duration on the specific skill set assigned to you. Periodic assessments will be conducted throughout this training program which you are expected to clear. Each of such assessments including Primer assessment will add towards your final score. A min. of 60% will need to be scored for successful clearance. If you are unable to score 60% in the first attempt, you will have up to two additional attempts and will be required to score minimum 60% marks to clear the stream learning assessments.

Your employment with Accenture is subject to your successful completion of the Stream training program and assessments as mentioned above. If you are unable to clear the Stream training assessments in the given 3 attempts successfully, your services with the Company shall be terminated as per Clause 10 outlined in the Terms of Employment.

By completing 100% of Fundamental Skill Primer online modules before the Fundamental Skill primer assessment and scoring 75% or above in the Fundamental Skill Primer assessment, a potential new joiner will be eligible for a learning Incentive of INR 10,000 provided new joiner is employed with the company for minimum three months.

After acceptance of the offer of employment or any time during the course of your employment with the Company you may be required to undergo drug/alcohol/substance test based on the project you are deployed. This offer and your employment with Accenture are contingent upon you completing tests as per the requirements of the Company and in the instance of failing these tests namely the drug/alcohol/substance test, Accenture may, in its sole discretion, elect to terminate or suspend your employment immediately.

In the event a government body/Authority exercising its jurisdiction and statutory power/Authority seeks information pertaining to any aspect of your employment, the Company shall provide such information to the government body/Authority without any notification to you. The foregoing shall be applicable to information pertaining to your employment being shared in pursuance of statutory requirements/compliance. You may belong to this category and your details will be disclosed to these authorities.

To indicate your acceptance of this Offer and Terms of Employment with Accenture, please confirm your acceptance/rejection by logging on to Accenture Recruitment Portal (<https://india.jobs.accenture.com/default.aspx>) using your unique reference number, candidate identification (CID) and mobile number within 14 days (fourteen days) from the date of this letter, post which the link will be disabled for you. If we do not receive your response before the expiration of 14 days (fourteen days) from the date of this letter, the terms of this Offer of employment will be deemed to have been rejected by you, unless otherwise communicated to you by the Company in writing. Further, at the time of joining you are required to provide all documentation identified in Annexure II along with the signed copy of this Offer letter and Terms of Employment.

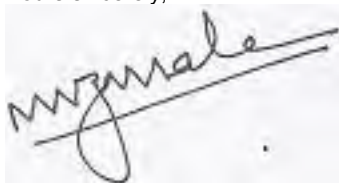
After accepting this Offer, we encourage you visit Countdown to the Company-

(<http://careers.accenture.com/Microsites/countdown/Pages/welcome-india.aspx>). This online, interactive welcome site will help you successfully navigate the first days, weeks and months of your career at Accenture. It will also provide an interesting overview of Company history-as well as tips on how to develop yourself (and your career) in the future.

In case you have a query, please raise them on <https://indiacampus.accenture.com/myzone/accenture/auth/login>

We look forward to hearing from you regarding your decision to join the Company. I wish you a successful career ahead of you and look forward to your joining us.

Yours sincerely,



Mahesh Vasudeo Zurale  
Senior Managing Director  
Lead, Advanced Technology Centers, India

ACKNOWLEDGED AND AGREED

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**K R Sharin**

## ANNEXURE I

### COMPENSATION & BENEFITS

Annual Total Cash compensation structure as per the Company guidelines is:

Total Cash Compensation Elements	
	Annual (INR)
<b>(A) Annual Fixed Compensation</b>	450000/-
<b>(B) Local Variable Bonus (LVB) earning potential (at maximum 8.5%)</b>	32,500/-
<b>Maximum Annual Total earning potential(A+B)</b>	4,15,500/-
<b>(C) Joining Bonus</b>	
<b>Joining Bonus (Refer to the section C)</b>	INR 25,000/-
<b>(D)# Additional Notional Benefits</b>	
Gratuity for each year of service (indicative and assumed value calculated at an approximation of 4.81% of annual basic)	INR 6,400/-
Notional Insurance Premium paid by Company	INR 11,400/-
<b>Annual Total Earning Potential + Additional Notional Benefits (A+B+C+D)</b>	<b>INR 450000/-</b>
<b>(E)##Additional Discretionary Reimbursements</b>	
Annual Internet reimbursement	INR 12,000/- (capped at INR 1,000/- per month)
<b>(F)Optional opportunity to participate in the Employee Share Purchase Plan</b>	
Employee Share Purchase plan – to purchase Accenture plc Class A ordinary shares <b>at 15% discount on the fair market value</b>	INR 5,700/- [discount opportunity with an optional investment of 10% of gross pay and no change in share price]

#### (A) Annual Fixed Compensation

Your annual fixed compensation is INR 3,83,000. This includes allowances structured in accordance with the Company compensation guidelines and applicable statutory norms. Please note the annual fixed compensation includes employer's contribution to Provident Fund, as applicable.

TDS is deducted as applicable from your Income.

#### (B) Local Variable Bonus (LVB)

As part of your annual total cash compensation, you will be eligible to participate in the FY22 Local Variable Bonus program (LVB). Your indicative pay-out can range from 0% to 8.5% of the prorated fixed pay in the Fiscal year, subject to the overall terms and conditions of

the LVB, including but not limited to your individual performance achievements and the Company's performance. In addition to these two components, your LVB is also linked to your Individual Utilization. The Company may, at any time and in its sole and absolute discretion, amend, suspend, withdraw vary and/or modify any of the terms and conditions of the LVB program guidelines. The LVB will be paid out subject to you being on the roles of the Company on the date of disbursement of these pay outs and will be prorated based on your tenure in Accenture India and considering the period of leave without pay during the said fiscal year.

### **(C) Joining Bonus**

You are also eligible for a joining bonus of INR 25,000/- payable upon joining the organization and that will be paid out along with salary of the month of joining or succeeding pay month. In case you leave, or your services are separated from the Company (except for ramp down or redundancies by the Company) before completion of 1 year from the date of joining, then this whole amount shall be recovered from you.

### **Note: For International Worker Only\***

As per Indian Provident Fund (PF) regulations, membership to the Provident Fund is mandatory for all International Workers. Exemptions if any, shall be as per the existing law. Please note that since your cost to the Company (CTC) includes employee's as well as employer's contribution to Provident Fund, appropriate adjustment in your monthly salary will be made for Provident Fund contributions as per applicable laws/regulations in existence (or amendments from time to time). Withdrawal (if any) from Provident Fund is regulated by the government of India and is subject to government approvals and prevailing laws (amended from time to time). Any person desirous of such withdrawal need to comply with applicable law and procedures laid down by the authorities.

### **Benefits applicable for current Company financial year:**

In addition to your annual total cash compensation, you will be eligible for following benefits, which will be governed by Company policy:

Insurance policy	Coverage for	Coverage amount	Premium paid by
Medical	Self, Spouse/partner (if you identify yourself as lesbian, gay, bisexual and transgender) & 2 Dependent children	INR 3,00,000/- per annum	Company
Personal Accident	Self	Up to 3 times of annual fixed compensation	Company
Life	Self	Equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000/-	Company
Future Service Liability	Self	Up to INR 20,00,000/-	Company
Employee Deposit Linked Insurance (EDLI)	Self	INR 7,05,000/- (If you contribute towards Employee Provident Fund)	Company

1. Medical:

a) Medical Insurance for self, spouse and 2 dependent children up to INR 3,00,000 per annum. This plan allows for coverage of pre-existing ailments. This is as per current arrangement with our Insurer and is subject to review from time to time.

b) You have the option of availing Accenture negotiated rates to cover your parents, parents-in-law and siblings up to INR 10,00,000 & any additional child up to INR 5,00,000 under a separate Insurance plan. You also can avail optional Top-Up and/or Critical Illness Policy for yourself and your dependents (spouse and 2 children) up to INR 10,00,000. The entire premium for this will have to be borne by you. These plans allow for coverage of pre-existing ailments. This is as per current arrangement with our Insurer and is subject to review from time to time.

c) For Permissible claims under the Medical Insurance plans detailed above, you will be required to contribute a defined percentage of each claim, as under:

- 10% of such claims for self, spouse and 2 dependent children
- 20% of such claims for parents, parent's in-law, siblings, and additional children under the separate Insurance plan.

2. Personal Accident coverage for self, up to three times your annual fixed compensation.

a) You have the option of availing Supplemental Accident cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.

3. Life Insurance coverage equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000.

a) You have the option of availing Supplemental Life cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.

4. # (D) Gratuity amount shown above is an indicative approximation of your annual eligibility, and the final payout of any gratuity amount will be determined in accordance with the applicable provisions of the Payment of Gratuity Act, 1972 (as may be amended from time to time), payable as per the Company policy on your exit.

# (D) Notional Insurance Premium is an approximation based on individual factors which may include age, level and fixed pay depending on the insurance. Please note that there could hence be a slight difference in the actual premium amount borne by Accenture for your insurance coverage. The premium amount is directly paid by Accenture to the Insurance companies tied up with and will not be paid to you individually. Applicable only for current FY and can be withdrawn at anytime at company's discretion.

## (E) Reimbursements would be approved as per the policies' terms & conditions. The reimbursement amounts are subject to company policy and discretion and maybe updated/reviewed/withdrawn at any time basis company discretion.

5. You will also be eligible for the Employee Stock Purchase Plan, which will provide a 15% Discounted Rate on ACN Stock traded on NYSE.

a) Employee Stock Purchase Plan (ESPP): The Employee Share Purchase Plan gives the employee an opportunity to purchase Class A common shares in Accenture Limited at a discount through payroll contributions. By participating in this plan, an employee can develop his / her ownership in Accenture and increase his/ her stake in Accenture's success.

6. Accenture provides you with access to the Employee Assistance Program (EAP) at no cost. EAP helps you and your immediate family members deal with work-life stressors, family issues, financial concerns, relationship problems, and even drug or legal concerns. The EAP services cover up to 5 in-person visits, short-term counseling, confidential access to assessments, referrals and follow-up service

In addition to the above, you will also be eligible for the following benefits:

- One time relocation allowance subject to a maximum of INR 2500.00/- on submission of actual supporting as per policy.
- Transport facility, as per Company guidelines, can be availed at no cost.

Details pertaining to relocation allowance will be provided to you at the time of joining the Company. In the unlikely event you choose to

leave the Company, or your services are terminated, before the completion of 1 year of employment with the Company, the relocation assistance will be construed as debt due and payable by you and should be repaid on termination of your employment. Any dues payable by you on termination will be recovered from your final settlement to the extent possible.

The Company may, at any time and in its sole and absolute discretion, amend, suspend, vary and modify any of the terms and conditions of the above benefits & guidelines.

**From the date of your joining, the compensation and benefits mentioned in this annexure will be applicable to you until any further communication from the Company.**

**GST Clause:**

Following the implementation to the GST regulations with effect from July 1st 2017, please note the treatment to any continuing obligations that you have, pursuant to any signing/joining/relocation/retention bonus as per the terms of your employment, will be as under:

Any signing, joining, relocation or retention bonus received by you will be paid along with salary of the relevant or succeeding pay month. This amount is recoverable as per your employment terms, if your service commitment with Accenture change. Any such recovery or adjustment shall be made from your salary pertaining to the service month before your last working day in the Company. Any shortfalls will be adjusted against any further amounts due and payable to you.

**General Tax:**

All compensation will be paid to you after deduction of tax at source, in accordance with applicable law. You will be solely liable for your personal tax liabilities, as per applicable law, both in India and abroad.

## **ANNEXURE II**

### **Mandatory documentation at the time of onboarding:**

1. Two copies of your recent passport size photographs.
  2. Original marksheet of all semester (PG/UG).
  3. Original provisional degree certificate or convocation degree certificate.
  4. Copy of X, XII and all semester mark sheets of PG & UG Degrees.
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  6. Passport copy, if available (if not please apply immediately).
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  8. Copy of Aadhaar Card- We request you to provide for meeting the UAN generation requirement and any other compliance required by governing regulating authorities like EPFO, ESIC, labour welfare fund and others.
- Please note that by voluntarily sharing your Aadhaar details, you are also authorizing us to share it with third parties under contract with the company and which are bound by confidentiality provisions to meet any regulatory requirements and internal procedures of the company including but not limited to making verifications. Do note that the provision of Aadhaar details and seeding Aadhaar with UAN as well as completing KYC requirements of EPFO is necessary and if you are unable to do so this may delay submission of your PF contributions to the regulators.

#### **ANNEXURE IV - DECLARATION**

I hereby represent and warrant that as of my effective start date of employment with the Company, I will have: (a) terminated my employment with any current/previous employer and any other employment or contractor relationships; and (b) satisfactorily performed and completed all my obligations which apply/applied to me vis-à-vis any current/previous employer and any other employment or contractor relationships

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ACKNOWLEDGED AND AGREED:

\_\_\_\_\_  
**K R Sharin**

Date:

Disclaimer

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# BE YOURSELF, MAKE A DIFFERENCE.



Strictly Private and Confidential

Dear **KAUSTUB KUMAR G,**

Based on our recent discussion with you, we are pleased to extend an offer to join Accenture Solutions Pvt. Ltd. ("Company or Accenture as the case maybe") in our Advanced Technology Centers, India, as per the below terms and conditions:

**Job Profile - Application Development Associate**

**Management Level - 12**

**Job Family Group - Software Engineering**



Please refer to:

- Annexure I for the compensation and benefits details.
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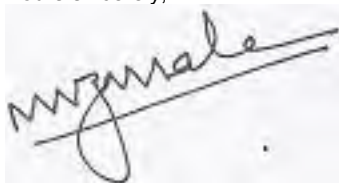
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In case you have a query, please raise them on <https://indiacampus.accenture.com/myzone/accenture/auth/login>

We look forward to hearing from you regarding your decision to join the Company. I wish you a successful career ahead of you and look forward to your joining us.

Yours sincerely,



Mahesh Vasudeo Zurale  
Senior Managing Director  
Lead, Advanced Technology Centers, India

ACKNOWLEDGED AND AGREED

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**KAUSTUB KUMAR G**

## ANNEXURE I

### COMPENSATION & BENEFITS

Annual Total Cash compensation structure as per the Company guidelines is:

Total Cash Compensation Elements	
	Annual (INR)
<b>(A) Annual Fixed Compensation</b>	600000/-
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<b>Maximum Annual Total earning potential(A+B)</b>	4,15,500/-
<b>(C) Joining Bonus</b>	
<b>Joining Bonus (Refer to the section C)</b>	INR 25,000/-
<b>(D)# Additional Notional Benefits</b>	
Gratuity for each year of service (indicative and assumed value calculated at an approximation of 4.81% of annual basic)	INR 6,400/-
Notional Insurance Premium paid by Company	INR 11,400/-
<b>Annual Total Earning Potential + Additional Notional Benefits (A+B+C+D)</b>	<b>INR 600000/-</b>
<b>(E)##Additional Discretionary Reimbursements</b>	
Annual Internet reimbursement	INR 12,000/- (capped at INR 1,000/- per month)
<b>(F)Optional opportunity to participate in the Employee Share Purchase Plan</b>	
Employee Share Purchase plan – to purchase Accenture plc Class A ordinary shares <b>at 15% discount on the fair market value</b>	INR 5,700/- [discount opportunity with an optional investment of 10% of gross pay and no change in share price]

#### (A) Annual Fixed Compensation

Your annual fixed compensation is INR 3,83,000. This includes allowances structured in accordance with the Company compensation guidelines and applicable statutory norms. Please note the annual fixed compensation includes employer's contribution to Provident Fund, as applicable.

TDS is deducted as applicable from your Income.

#### (B) Local Variable Bonus (LVB)

As part of your annual total cash compensation, you will be eligible to participate in the FY22 Local Variable Bonus program (LVB). Your indicative pay-out can range from 0% to 8.5% of the prorated fixed pay in the Fiscal year, subject to the overall terms and conditions of

the LVB, including but not limited to your individual performance achievements and the Company's performance. In addition to these two components, your LVB is also linked to your Individual Utilization. The Company may, at any time and in its sole and absolute discretion, amend, suspend, withdraw vary and/or modify any of the terms and conditions of the LVB program guidelines. The LVB will be paid out subject to you being on the roles of the Company on the date of disbursement of these pay outs and will be prorated based on your tenure in Accenture India and considering the period of leave without pay during the said fiscal year.

### **(C) Joining Bonus**

You are also eligible for a joining bonus of INR 25,000/- payable upon joining the organization and that will be paid out along with salary of the month of joining or succeeding pay month. In case you leave, or your services are separated from the Company (except for ramp down or redundancies by the Company) before completion of 1 year from the date of joining, then this whole amount shall be recovered from you.

### **Note: For International Worker Only\***

As per Indian Provident Fund (PF) regulations, membership to the Provident Fund is mandatory for all International Workers. Exemptions if any, shall be as per the existing law. Please note that since your cost to the Company (CTC) includes employee's as well as employer's contribution to Provident Fund, appropriate adjustment in your monthly salary will be made for Provident Fund contributions as per applicable laws/regulations in existence (or amendments from time to time). Withdrawal (if any) from Provident Fund is regulated by the government of India and is subject to government approvals and prevailing laws (amended from time to time). Any person desirous of such withdrawal need to comply with applicable law and procedures laid down by the authorities.

### **Benefits applicable for current Company financial year:**

In addition to your annual total cash compensation, you will be eligible for following benefits, which will be governed by Company policy:

Insurance policy	Coverage for	Coverage amount	Premium paid by
Medical	Self, Spouse/partner (if you identify yourself as lesbian, gay, bisexual and transgender) & 2 Dependent children	INR 3,00,000/- per annum	Company
Personal Accident	Self	Up to 3 times of annual fixed compensation	Company
Life	Self	Equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000/-	Company
Future Service Liability	Self	Up to INR 20,00,000/-	Company
Employee Deposit Linked Insurance (EDLI)	Self	INR 7,05,000/- (If you contribute towards Employee Provident Fund)	Company

1. Medical:

a) Medical Insurance for self, spouse and 2 dependent children up to INR 3,00,000 per annum. This plan allows for coverage of pre-existing ailments. This is as per current arrangement with our Insurer and is subject to review from time to time.

b) You have the option of availing Accenture negotiated rates to cover your parents, parents-in-law and siblings up to INR 10,00,000 & any additional child up to INR 5,00,000 under a separate Insurance plan. You also can avail optional Top-Up and/or Critical Illness Policy for yourself and your dependents (spouse and 2 children) up to INR 10,00,000. The entire premium for this will have to be borne by you. These plans allow for coverage of pre-existing ailments. This is as per current arrangement with our Insurer and is subject to review from time to time.

c) For Permissible claims under the Medical Insurance plans detailed above, you will be required to contribute a defined percentage of each claim, as under:

- 10% of such claims for self, spouse and 2 dependent children
- 20% of such claims for parents, parent's in-law, siblings, and additional children under the separate Insurance plan.

2. Personal Accident coverage for self, up to three times your annual fixed compensation.

a) You have the option of availing Supplemental Accident cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.

3. Life Insurance coverage equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000.

a) You have the option of availing Supplemental Life cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.

4. #(D) Gratuity amount shown above is an indicative approximation of your annual eligibility, and the final payout of any gratuity amount will be determined in accordance with the applicable provisions of the Payment of Gratuity Act, 1972 (as may be amended from time to time), payable as per the Company policy on your exit.

##(D) Notional Insurance Premium is an approximation based on individual factors which may include age, level and fixed pay depending on the insurance. Please note that there could hence be a slight difference in the actual premium amount borne by Accenture for your insurance coverage. The premium amount is directly paid by Accenture to the Insurance companies tied up with and will not be paid to you individually. Applicable only for current FY and can be withdrawn at anytime at company's discretion.

##(E) Reimbursements would be approved as per the policies' terms & conditions. The reimbursement amounts are subject to company policy and discretion and maybe updated/reviewed/withdrawn at any time basis company discretion.

5. You will also be eligible for the Employee Stock Purchase Plan, which will provide a 15% Discounted Rate on ACN Stock traded on NYSE.

a) Employee Stock Purchase Plan (ESPP): The Employee Share Purchase Plan gives the employee an opportunity to purchase Class A common shares in Accenture Limited at a discount through payroll contributions. By participating in this plan, an employee can develop his / her ownership in Accenture and increase his/ her stake in Accenture's success.

6. Accenture provides you with access to the Employee Assistance Program (EAP) at no cost. EAP helps you and your immediate family members deal with work-life stressors, family issues, financial concerns, relationship problems, and even drug or legal concerns. The EAP services cover up to 5 in-person visits, short-term counseling, confidential access to assessments, referrals and follow-up service

In addition to the above, you will also be eligible for the following benefits:

- One time relocation allowance subject to a maximum of INR 2500.00/- on submission of actual supporting as per policy.
- Transport facility, as per Company guidelines, can be availed at no cost.

Details pertaining to relocation allowance will be provided to you at the time of joining the Company. In the unlikely event you choose to

leave the Company, or your services are terminated, before the completion of 1 year of employment with the Company, the relocation assistance will be construed as debt due and payable by you and should be repaid on termination of your employment. Any dues payable by you on termination will be recovered from your final settlement to the extent possible.

The Company may, at any time and in its sole and absolute discretion, amend, suspend, vary and modify any of the terms and conditions of the above benefits & guidelines.

**From the date of your joining, the compensation and benefits mentioned in this annexure will be applicable to you until any further communication from the Company.**

**GST Clause:**

Following the implementation to the GST regulations with effect from July 1st 2017, please note the treatment to any continuing obligations that you have, pursuant to any signing/joining/relocation/retention bonus as per the terms of your employment, will be as under:

Any signing, joining, relocation or retention bonus received by you will be paid along with salary of the relevant or succeeding pay month. This amount is recoverable as per your employment terms, if your service commitment with Accenture change. Any such recovery or adjustment shall be made from your salary pertaining to the service month before your last working day in the Company. Any shortfalls will be adjusted against any further amounts due and payable to you.

**General Tax:**

All compensation will be paid to you after deduction of tax at source, in accordance with applicable law. You will be solely liable for your personal tax liabilities, as per applicable law, both in India and abroad.

## **ANNEXURE II**

### **Mandatory documentation at the time of onboarding:**

1. Two copies of your recent passport size photographs.
  2. Original marksheet of all semester (PG/UG).
  3. Original provisional degree certificate or convocation degree certificate.
  4. Copy of X, XII and all semester mark sheets of PG & UG Degrees.
  5. Copy of Degree/PG/Diploma (as applicable) certificates.
  6. Passport copy, if available (if not please apply immediately).
  7. Pan Card
  8. Copy of Aadhaar Card- We request you to provide for meeting the UAN generation requirement and any other compliance required by governing regulating authorities like EPFO, ESIC, labour welfare fund and others.
- Please note that by voluntarily sharing your Aadhaar details, you are also authorizing us to share it with third parties under contract with the company and which are bound by confidentiality provisions to meet any regulatory requirements and internal procedures of the company including but not limited to making verifications. Do note that the provision of Aadhaar details and seeding Aadhaar with UAN as well as completing KYC requirements of EPFO is necessary and if you are unable to do so this may delay submission of your PF contributions to the regulators.



#### **ANNEXURE IV - DECLARATION**

I hereby represent and warrant that as of my effective start date of employment with the Company, I will have: (a) terminated my employment with any current/previous employer and any other employment or contractor relationships; and (b) satisfactorily performed and completed all my obligations which apply/applied to me vis-à-vis any current/previous employer and any other employment or contractor relationships

I hereby represent and warrant that I have not, during the course of any current/previous employment and any other employment or contractor relationships, entered into or agreed to any arrangement which may restrict, prohibit or debar or conflict or be inconsistent with my acceptance of the offer made by the Company or employment with the Company, including, but not limited to, any time-bound non-compete agreement, restrictive employment agreement or other restrictive terms.

I hereby represent and warrant that I shall not bring into Accenture premises (or use in any manner) any third party documents (regardless of media) or materials (including but not limited to trade secrets) with myself to Accenture, including any such documents or materials from my previous employer. To the extent I feel that my employment at Accenture would require me to bring any third party documents or materials to Accenture I shall not bring any such documents or materials unless I have taken all permissions/approvals from the third parties before accepting the offer from Accenture. I further represent and warrant that I have not and will not inappropriately disclose or misuse any confidential information obtained from and/or in connection with any current/previous employer and any other employment or contractor relationships. I agree and acknowledge that a breach of this provision shall entitle Accenture to terminate my services with immediate effect.

ACKNOWLEDGED AND AGREED:

\_\_\_\_\_  
**KAUSTUB KUMAR G**

Date:

Disclaimer

"This document and any attachments to it (in part or in whole the "Communication") are confidential, may constitute inside information and are for the use only of the addressee. The Communication is the property of Accenture and its affiliates and may contain copyright material or intellectual property of Accenture and/or any of its related entities or of third parties. If you are not the intended recipient of the Communication or have received the Communication in error, please notify the sender or Accenture immediately, return the Communication (in entirety) and delete the Communication (in entirety and copies included) from your records and systems. Unauthorized use, disclosure or copying of this Communication or any part thereof is strictly prohibited and may be unlawful. Any views expressed in the Communication are those of the individual sender only, unless expressly stated to be those of Accenture and its affiliates. Accenture does not guarantee the integrity of the Communication, or that it is free from errors, viruses or interference."

# BE YOURSELF, MAKE A DIFFERENCE.



Strictly Private and Confidential

Dear **Keerthana Podaralla**,

Based on our recent discussion with you, we are pleased to extend an offer to join Accenture Solutions Pvt. Ltd. ("Company or Accenture as the case maybe") in our Advanced Technology Centers, India, as per the below terms and conditions:

**Job Profile - Application Development Associate**

**Management Level - 12**

**Job Family Group - Software Engineering**



Please refer to:

- Annexure I for the compensation and benefits details.
- Annexure II for documentation to be submitted by you.
- Annexure III Terms of Employment
- Annexure IV-Declaration

Your employment with Accenture will be governed by the clauses mentioned in the attached 'Terms of Employment' effective from your date of joining. You are required to carefully read and understand these Terms of Employment before responding to this Offer. This Offer and your employment with Accenture is subject to successful completion of the qualifying examination from your college , as well as satisfactory completion of verification and/or background or reference checks, which may occur at any time prior to or after your effective start date.

You agree and affirm that the information (personal or otherwise) shared by you at the time of registration is accurate, factually correct, and complete and no material information has been withheld by you. Accenture is providing this offer of employment basis preliminary information provided by you at the registration stage and a declaration concerning your agreement with the eligibility criteria. You understand and acknowledge that your employment with Accenture shall be subject to further verification of details and materials/ documents provided to Accenture as well as any further verification deemed necessary to finalize your candidature. You shall continue to meet the eligibility criteria up till and on the date of joining Accenture (if applicable) and agree that Accenture has the right to revoke the offer of employment, in case of failure of verification, or if you are not meeting the eligibility criteria or in case of any misrepresentation at your end.

Your onboarding date will be intimated to you over a separate e-mail by Accenture onboarding team few weeks prior to your actual onboarding date. You will receive an email from Onboarding.doc.ase@accenture.com. You are expected to confirm to the same by responding to our email and share your acceptance to join us on the stipulated date.

At Accenture, the health and well-being of our people, our clients and the community is our top priority. We are also committed to complying with all government safety protocols as we bring our people to our offices. To operate offices at full capacity, there is a growing mandate from government authorities to have all employees vaccinated against COVID-19. Considering this, we expect all our employees to be vaccinated. Therefore, you should ensure to take both doses of the COVID-19 vaccine before onboarding, unless your second dose is due post onboarding, and in that circumstance the second dose should be taken within the government prescribed timelines.

Please note that compliance with these provisions is a condition precedent for the offer or your continued employment with the Company.

Fundamental Skill Primers Learning Module: As you are aware that as part of providing our new joiners a unique learning experience, Accenture proposes an online learning module - Fundamental Skill Primers. This document further enhances and details of the learning opportunities and terms of training / assessments that were previously mentioned in your Letter of Intent.

- The learning module of this program is typically made available to you to give you a reasonable time to learn at your pace and comfort.
- After completing the Fundamental Skill Primer Learning, you will need to go through the Fundamental Skill Primer assessment.

Upon joining the Company further Stream training program(s) will be conducted for a specific duration on the specific skill set assigned to you. Periodic assessments will be conducted throughout this training program which you are expected to clear. Each of such assessments including Primer assessment will add towards your final score. A min. of 60% will need to be scored for successful clearance. If you are unable to score 60% in the first attempt, you will have up to two additional attempts and will be required to score minimum 60% marks to clear the stream learning assessments.

Your employment with Accenture is subject to your successful completion of the Stream training program and assessments as mentioned above. If you are unable to clear the Stream training assessments in the given 3 attempts successfully, your services with the Company shall be terminated as per Clause 10 outlined in the Terms of Employment.

By completing 100% of Fundamental Skill Primer online modules before the Fundamental Skill primer assessment and scoring 75% or above in the Fundamental Skill Primer assessment, a potential new joiner will be eligible for a learning Incentive of INR 10,000 provided new joiner is employed with the company for minimum three months.

After acceptance of the offer of employment or any time during the course of your employment with the Company you may be required to undergo drug/alcohol/substance test based on the project you are deployed. This offer and your employment with Accenture are contingent upon you completing tests as per the requirements of the Company and in the instance of failing these tests namely the drug/alcohol/substance test, Accenture may, in its sole discretion, elect to terminate or suspend your employment immediately.

In the event a government body/Authority exercising its jurisdiction and statutory power/Authority seeks information pertaining to any aspect of your employment, the Company shall provide such information to the government body/Authority without any notification to you. The foregoing shall be applicable to information pertaining to your employment being shared in pursuance of statutory requirements/compliance. You may belong to this category and your details will be disclosed to these authorities.

To indicate your acceptance of this Offer and Terms of Employment with Accenture, please confirm your acceptance/rejection by logging on to Accenture Recruitment Portal (<https://india.jobs.accenture.com/default.aspx>) using your unique reference number, candidate identification (CID) and mobile number within 14 days (fourteen days) from the date of this letter, post which the link will be disabled for you. If we do not receive your response before the expiration of 14 days (fourteen days) from the date of this letter, the terms of this Offer of employment will be deemed to have been rejected by you, unless otherwise communicated to you by the Company in writing. Further, at the time of joining you are required to provide all documentation identified in Annexure II along with the signed copy of this Offer letter and Terms of Employment.

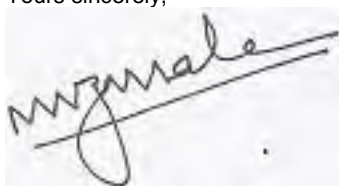
After accepting this Offer, we encourage you visit Countdown to the Company-

(<http://careers.accenture.com/Microsites/countdown/Pages/welcome-india.aspx>). This online, interactive welcome site will help you successfully navigate the first days, weeks and months of your career at Accenture. It will also provide an interesting overview of Company history-as well as tips on how to develop yourself (and your career) in the future.

In case you have a query, please raise them on <https://indiacampus.accenture.com/myzone/accenture/auth/login>

We look forward to hearing from you regarding your decision to join the Company. I wish you a successful career ahead of you and look forward to your joining us.

Yours sincerely,



Mahesh Vasudeo Zurale  
Senior Managing Director  
Lead, Advanced Technology Centers, India

ACKNOWLEDGED AND AGREED

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Keerthana Podaralla

## ANNEXURE I

### COMPENSATION & BENEFITS

Annual Total Cash compensation structure as per the Company guidelines is:

Total Cash Compensation Elements	
	Annual (INR)
<b>(A) Annual Fixed Compensation</b>	450000/-
<b>(B) Local Variable Bonus (LVB) earning potential (at maximum 8.5%)</b>	32,500/-
<b>Maximum Annual Total earning potential(A+B)</b>	4,15,500/-
<b>(C) Joining Bonus</b>	
<b>Joining Bonus (Refer to the section C)</b>	INR 25,000/-
<b>(D)# Additional Notional Benefits</b>	
Gratuity for each year of service (indicative and assumed value calculated at an approximation of 4.81% of annual basic)	INR 6,400/-
Notional Insurance Premium paid by Company	INR 11,400/-
<b>Annual Total Earning Potential + Additional Notional Benefits (A+B+C+D)</b>	<b>INR 450000/-</b>
<b>(E)##Additional Discretionary Reimbursements</b>	
Annual Internet reimbursement	INR 12,000/- (capped at INR 1,000/- per month)
<b>(F)Optional opportunity to participate in the Employee Share Purchase Plan</b>	
Employee Share Purchase plan – to purchase Accenture plc Class A ordinary shares <b>at 15% discount on the fair market value</b>	INR 5,700/- [discount opportunity with an optional investment of 10% of gross pay and no change in share price]

#### (A) Annual Fixed Compensation

Your annual fixed compensation is INR 3,83,000. This includes allowances structured in accordance with the Company compensation guidelines and applicable statutory norms. Please note the annual fixed compensation includes employer's contribution to Provident Fund, as applicable.

TDS is deducted as applicable from your Income.

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As part of your annual total cash compensation, you will be eligible to participate in the FY22 Local Variable Bonus program (LVB). Your indicative pay-out can range from 0% to 8.5% of the prorated fixed pay in the Fiscal year, subject to the overall terms and conditions of

the LVB, including but not limited to your individual performance achievements and the Company's performance. In addition to these two components, your LVB is also linked to your Individual Utilization. The Company may, at any time and in its sole and absolute discretion, amend, suspend, withdraw vary and/or modify any of the terms and conditions of the LVB program guidelines. The LVB will be paid out subject to you being on the roles of the Company on the date of disbursement of these pay outs and will be prorated based on your tenure in Accenture India and considering the period of leave without pay during the said fiscal year.

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### **Note: For International Worker Only\***

As per Indian Provident Fund (PF) regulations, membership to the Provident Fund is mandatory for all International Workers. Exemptions if any, shall be as per the existing law. Please note that since your cost to the Company (CTC) includes employee's as well as employer's contribution to Provident Fund, appropriate adjustment in your monthly salary will be made for Provident Fund contributions as per applicable laws/regulations in existence (or amendments from time to time). Withdrawal (if any) from Provident Fund is regulated by the government of India and is subject to government approvals and prevailing laws (amended from time to time). Any person desirous of such withdrawal need to comply with applicable law and procedures laid down by the authorities.

### **Benefits applicable for current Company financial year:**

In addition to your annual total cash compensation, you will be eligible for following benefits, which will be governed by Company policy:

Insurance policy	Coverage for	Coverage amount	Premium paid by
Medical	Self, Spouse/partner (if you identify yourself as lesbian, gay, bisexual and transgender) & 2 Dependent children	INR 3,00,000/- per annum	Company
Personal Accident	Self	Up to 3 times of annual fixed compensation	Company
Life	Self	Equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000/-	Company
Future Service Liability	Self	Up to INR 20,00,000/-	Company
Employee Deposit Linked Insurance (EDLI)	Self	INR 7,05,000/- (If you contribute towards Employee Provident Fund)	Company

1. Medical:

a) Medical Insurance for self, spouse and 2 dependent children up to INR 3,00,000 per annum. This plan allows for coverage of pre-existing ailments. This is as per current arrangement with our Insurer and is subject to review from time to time.

b) You have the option of availing Accenture negotiated rates to cover your parents, parents-in-law and siblings up to INR 10,00,000 & any additional child up to INR 5,00,000 under a separate Insurance plan. You also can avail optional Top-Up and/or Critical Illness Policy for yourself and your dependents (spouse and 2 children) up to INR 10,00,000. The entire premium for this will have to be borne by you. These plans allow for coverage of pre-existing ailments. This is as per current arrangement with our Insurer and is subject to review from time to time.

c) For Permissible claims under the Medical Insurance plans detailed above, you will be required to contribute a defined percentage of each claim, as under:

- 10% of such claims for self, spouse and 2 dependent children
- 20% of such claims for parents, parent's in-law, siblings, and additional children under the separate Insurance plan.

2. Personal Accident coverage for self, up to three times your annual fixed compensation.

a) You have the option of availing Supplemental Accident cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.

3. Life Insurance coverage equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000.

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4. # (D) Gratuity amount shown above is an indicative approximation of your annual eligibility, and the final payout of any gratuity amount will be determined in accordance with the applicable provisions of the Payment of Gratuity Act, 1972 (as may be amended from time to time), payable as per the Company policy on your exit.

# (D) Notional Insurance Premium is an approximation based on individual factors which may include age, level and fixed pay depending on the insurance. Please note that there could hence be a slight difference in the actual premium amount borne by Accenture for your insurance coverage. The premium amount is directly paid by Accenture to the Insurance companies tied up with and will not be paid to you individually. Applicable only for current FY and can be withdrawn at anytime at company's discretion.

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a) Employee Stock Purchase Plan (ESPP): The Employee Share Purchase Plan gives the employee an opportunity to purchase Class A common shares in Accenture Limited at a discount through payroll contributions. By participating in this plan, an employee can develop his / her ownership in Accenture and increase his/ her stake in Accenture's success.

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In addition to the above, you will also be eligible for the following benefits:

- One time relocation allowance subject to a maximum of INR 2500.00/- on submission of actual supporting as per policy.
- Transport facility, as per Company guidelines, can be availed at no cost.

Details pertaining to relocation allowance will be provided to you at the time of joining the Company. In the unlikely event you choose to

leave the Company, or your services are terminated, before the completion of 1 year of employment with the Company, the relocation assistance will be construed as debt due and payable by you and should be repaid on termination of your employment. Any dues payable by you on termination will be recovered from your final settlement to the extent possible.

The Company may, at any time and in its sole and absolute discretion, amend, suspend, vary and modify any of the terms and conditions of the above benefits & guidelines.

**From the date of your joining, the compensation and benefits mentioned in this annexure will be applicable to you until any further communication from the Company.**

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Following the implementation to the GST regulations with effect from July 1st 2017, please note the treatment to any continuing obligations that you have, pursuant to any signing/joining/relocation/retention bonus as per the terms of your employment, will be as under:

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**General Tax:**

All compensation will be paid to you after deduction of tax at source, in accordance with applicable law. You will be solely liable for your personal tax liabilities, as per applicable law, both in India and abroad.



## **ANNEXURE II**

### **Mandatory documentation at the time of onboarding:**

1. Two copies of your recent passport size photographs.
  2. Original marksheet of all semester (PG/UG).
  3. Original provisional degree certificate or convocation degree certificate.
  4. Copy of X, XII and all semester mark sheets of PG & UG Degrees.
  5. Copy of Degree/PG/Diploma (as applicable) certificates.
  6. Passport copy, if available (if not please apply immediately).
  7. Pan Card
  8. Copy of Aadhaar Card- We request you to provide for meeting the UAN generation requirement and any other compliance required by governing regulating authorities like EPFO, ESIC, labour welfare fund and others.
- Please note that by voluntarily sharing your Aadhaar details, you are also authorizing us to share it with third parties under contract with the company and which are bound by confidentiality provisions to meet any regulatory requirements and internal procedures of the company including but not limited to making verifications. Do note that the provision of Aadhaar details and seeding Aadhaar with UAN as well as completing KYC requirements of EPFO is necessary and if you are unable to do so this may delay submission of your PF contributions to the regulators.

#### **ANNEXURE IV - DECLARATION**

I hereby represent and warrant that as of my effective start date of employment with the Company, I will have: (a) terminated my employment with any current/previous employer and any other employment or contractor relationships; and (b) satisfactorily performed and completed all my obligations which apply/applied to me vis-à-vis any current/previous employer and any other employment or contractor relationships

I hereby represent and warrant that I have not, during the course of any current/previous employment and any other employment or contractor relationships, entered into or agreed to any arrangement which may restrict, prohibit or debar or conflict or be inconsistent with my acceptance of the offer made by the Company or employment with the Company, including, but not limited to, any time-bound non-compete agreement, restrictive employment agreement or other restrictive terms.

I hereby represent and warrant that I shall not bring into Accenture premises (or use in any manner) any third party documents (regardless of media) or materials (including but not limited to trade secrets) with myself to Accenture, including any such documents or materials from my previous employer. To the extent I feel that my employment at Accenture would require me to bring any third party documents or materials to Accenture I shall not bring any such documents or materials unless I have taken all permissions/approvals from the third parties before accepting the offer from Accenture. I further represent and warrant that I have not and will not inappropriately disclose or misuse any confidential information obtained from and/or in connection with any current/previous employer and any other employment or contractor relationships. I agree and acknowledge that a breach of this provision shall entitle Accenture to terminate my services with immediate effect.

ACKNOWLEDGED AND AGREED:

\_\_\_\_\_  
**Keerthana Podaralla**

Date:

Disclaimer

"This document and any attachments to it (in part or in whole the "Communication") are confidential, may constitute inside information and are for the use only of the addressee. The Communication is the property of Accenture and its affiliates and may contain copyright material or intellectual property of Accenture and/or any of its related entities or of third parties. If you are not the intended recipient of the Communication or have received the Communication in error, please notify the sender or Accenture immediately, return the Communication (in entirety) and delete the Communication (in entirety and copies included) from your records and systems. Unauthorized use, disclosure or copying of this Communication or any part thereof is strictly prohibited and may be unlawful. Any views expressed in the Communication are those of the individual sender only, unless expressly stated to be those of Accenture and its affiliates. Accenture does not guarantee the integrity of the Communication, or that it is free from errors, viruses or interference."

# BE YOURSELF, MAKE A DIFFERENCE.



Strictly Private and Confidential

Dear **M Prathyusha**,

Based on our recent discussion with you, we are pleased to extend an offer to join Accenture Solutions Pvt. Ltd. ("Company or Accenture as the case maybe") in our Advanced Technology Centers, India, as per the below terms and conditions:

**Job Profile - Application Development Associate**

**Management Level - 12**

**Job Family Group - Software Engineering**



Please refer to:

- Annexure I for the compensation and benefits details.
- Annexure II for documentation to be submitted by you.
- Annexure III Terms of Employment
- Annexure IV-Declaration

Your employment with Accenture will be governed by the clauses mentioned in the attached 'Terms of Employment' effective from your date of joining. You are required to carefully read and understand these Terms of Employment before responding to this Offer. This Offer and your employment with Accenture is subject to successful completion of the qualifying examination from your college , as well as satisfactory completion of verification and/or background or reference checks, which may occur at any time prior to or after your effective start date.

You agree and affirm that the information (personal or otherwise) shared by you at the time of registration is accurate, factually correct, and complete and no material information has been withheld by you. Accenture is providing this offer of employment basis preliminary information provided by you at the registration stage and a declaration concerning your agreement with the eligibility criteria. You understand and acknowledge that your employment with Accenture shall be subject to further verification of details and materials/ documents provided to Accenture as well as any further verification deemed necessary to finalize your candidature. You shall continue to meet the eligibility criteria up till and on the date of joining Accenture (if applicable) and agree that Accenture has the right to revoke the offer of employment, in case of failure of verification, or if you are not meeting the eligibility criteria or in case of any misrepresentation at your end.

Your onboarding date will be intimated to you over a separate e-mail by Accenture onboarding team few weeks prior to your actual onboarding date. You will receive an email from Onboarding.doc.ase@accenture.com. You are expected to confirm to the same by responding to our email and share your acceptance to join us on the stipulated date.

At Accenture, the health and well-being of our people, our clients and the community is our top priority. We are also committed to complying with all government safety protocols as we bring our people to our offices. To operate offices at full capacity, there is a growing mandate from government authorities to have all employees vaccinated against COVID-19. Considering this, we expect all our employees to be vaccinated. Therefore, you should ensure to take both doses of the COVID-19 vaccine before onboarding, unless your second dose is due post onboarding, and in that circumstance the second dose should be taken within the government prescribed timelines.

Please note that compliance with these provisions is a condition precedent for the offer or your continued employment with the Company.

Fundamental Skill Primers Learning Module: As you are aware that as part of providing our new joiners a unique learning experience, Accenture proposes an online learning module - Fundamental Skill Primers. This document further enhances and details of the learning opportunities and terms of training / assessments that were previously mentioned in your Letter of Intent.

- The learning module of this program is typically made available to you to give you a reasonable time to learn at your pace and comfort.
- After completing the Fundamental Skill Primer Learning, you will need to go through the Fundamental Skill Primer assessment.

Upon joining the Company further Stream training program(s) will be conducted for a specific duration on the specific skill set assigned to you. Periodic assessments will be conducted throughout this training program which you are expected to clear. Each of such assessments including Primer assessment will add towards your final score. A min. of 60% will need to be scored for successful clearance. If you are unable to score 60% in the first attempt, you will have up to two additional attempts and will be required to score minimum 60% marks to clear the stream learning assessments.

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By completing 100% of Fundamental Skill Primer online modules before the Fundamental Skill primer assessment and scoring 75% or above in the Fundamental Skill Primer assessment, a potential new joiner will be eligible for a learning Incentive of INR 10,000 provided new joiner is employed with the company for minimum three months.

After acceptance of the offer of employment or any time during the course of your employment with the Company you may be required to undergo drug/alcohol/substance test based on the project you are deployed. This offer and your employment with Accenture are contingent upon you completing tests as per the requirements of the Company and in the instance of failing these tests namely the drug/alcohol/substance test, Accenture may, in its sole discretion, elect to terminate or suspend your employment immediately.

In the event a government body/Authority exercising its jurisdiction and statutory power/Authority seeks information pertaining to any aspect of your employment, the Company shall provide such information to the government body/Authority without any notification to you. The foregoing shall be applicable to information pertaining to your employment being shared in pursuance of statutory requirements/compliance. You may belong to this category and your details will be disclosed to these authorities.

To indicate your acceptance of this Offer and Terms of Employment with Accenture, please confirm your acceptance/rejection by logging on to Accenture Recruitment Portal (<https://india.jobs.accenture.com/default.aspx>) using your unique reference number, candidate identification (CID) and mobile number within 14 days (fourteen days) from the date of this letter, post which the link will be disabled for you. If we do not receive your response before the expiration of 14 days (fourteen days) from the date of this letter, the terms of this Offer of employment will be deemed to have been rejected by you, unless otherwise communicated to you by the Company in writing. Further, at the time of joining you are required to provide all documentation identified in Annexure II along with the signed copy of this Offer letter and Terms of Employment.

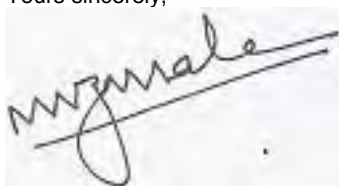
After accepting this Offer, we encourage you visit Countdown to the Company-

(<http://careers.accenture.com/Microsites/countdown/Pages/welcome-india.aspx>). This online, interactive welcome site will help you successfully navigate the first days, weeks and months of your career at Accenture. It will also provide an interesting overview of Company history-as well as tips on how to develop yourself (and your career) in the future.

In case you have a query, please raise them on <https://indiacampus.accenture.com/myzone/accenture/auth/login>

We look forward to hearing from you regarding your decision to join the Company. I wish you a successful career ahead of you and look forward to your joining us.

Yours sincerely,



Mahesh Vasudeo Zurale  
Senior Managing Director  
Lead, Advanced Technology Centers, India

ACKNOWLEDGED AND AGREED

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**M Prathyusha**

## ANNEXURE I

### COMPENSATION & BENEFITS

Annual Total Cash compensation structure as per the Company guidelines is:

Total Cash Compensation Elements	
	Annual (INR)
<b>(A) Annual Fixed Compensation</b>	450000/-
<b>(B) Local Variable Bonus (LVB) earning potential (at maximum 8.5%)</b>	32,500/-
<b>Maximum Annual Total earning potential(A+B)</b>	4,15,500/-
<b>(C) Joining Bonus</b>	
<b>Joining Bonus (Refer to the section C)</b>	INR 25,000/-
<b>(D)# Additional Notional Benefits</b>	
Gratuity for each year of service (indicative and assumed value calculated at an approximation of 4.81% of annual basic)	INR 6,400/-
Notional Insurance Premium paid by Company	INR 11,400/-
<b>Annual Total Earning Potential + Additional Notional Benefits (A+B+C+D)</b>	<b>INR 450000/-</b>
<b>(E)##Additional Discretionary Reimbursements</b>	
Annual Internet reimbursement	INR 12,000/- (capped at INR 1,000/- per month)
<b>(F)Optional opportunity to participate in the Employee Share Purchase Plan</b>	
Employee Share Purchase plan – to purchase Accenture plc Class A ordinary shares <b>at 15% discount on the fair market value</b>	INR 5,700/- [discount opportunity with an optional investment of 10% of gross pay and no change in share price]

#### (A) Annual Fixed Compensation

Your annual fixed compensation is INR 3,83,000. This includes allowances structured in accordance with the Company compensation guidelines and applicable statutory norms. Please note the annual fixed compensation includes employer's contribution to Provident Fund, as applicable.

TDS is deducted as applicable from your Income.

#### (B) Local Variable Bonus (LVB)

As part of your annual total cash compensation, you will be eligible to participate in the FY22 Local Variable Bonus program (LVB). Your indicative pay-out can range from 0% to 8.5% of the prorated fixed pay in the Fiscal year, subject to the overall terms and conditions of

the LVB, including but not limited to your individual performance achievements and the Company's performance. In addition to these two components, your LVB is also linked to your Individual Utilization. The Company may, at any time and in its sole and absolute discretion, amend, suspend, withdraw vary and/or modify any of the terms and conditions of the LVB program guidelines. The LVB will be paid out subject to you being on the roles of the Company on the date of disbursement of these pay outs and will be prorated based on your tenure in Accenture India and considering the period of leave without pay during the said fiscal year.

### **(C) Joining Bonus**

You are also eligible for a joining bonus of INR 25,000/- payable upon joining the organization and that will be paid out along with salary of the month of joining or succeeding pay month. In case you leave, or your services are separated from the Company (except for ramp down or redundancies by the Company) before completion of 1 year from the date of joining, then this whole amount shall be recovered from you.

### **Note: For International Worker Only\***

As per Indian Provident Fund (PF) regulations, membership to the Provident Fund is mandatory for all International Workers. Exemptions if any, shall be as per the existing law. Please note that since your cost to the Company (CTC) includes employee's as well as employer's contribution to Provident Fund, appropriate adjustment in your monthly salary will be made for Provident Fund contributions as per applicable laws/regulations in existence (or amendments from time to time). Withdrawal (if any) from Provident Fund is regulated by the government of India and is subject to government approvals and prevailing laws (amended from time to time). Any person desirous of such withdrawal need to comply with applicable law and procedures laid down by the authorities.

### **Benefits applicable for current Company financial year:**

In addition to your annual total cash compensation, you will be eligible for following benefits, which will be governed by Company policy:

Insurance policy	Coverage for	Coverage amount	Premium paid by
Medical	Self, Spouse/partner (if you identify yourself as lesbian, gay, bisexual and transgender) & 2 Dependent children	INR 3,00,000/- per annum	Company
Personal Accident	Self	Up to 3 times of annual fixed compensation	Company
Life	Self	Equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000/-	Company
Future Service Liability	Self	Up to INR 20,00,000/-	Company
Employee Deposit Linked Insurance (EDLI)	Self	INR 7,05,000/- (If you contribute towards Employee Provident Fund)	Company

1. Medical:

a) Medical Insurance for self, spouse and 2 dependent children up to INR 3,00,000 per annum. This plan allows for coverage of pre-existing ailments. This is as per current arrangement with our Insurer and is subject to review from time to time.

b) You have the option of availing Accenture negotiated rates to cover your parents, parents-in-law and siblings up to INR 10,00,000 & any additional child up to INR 5,00,000 under a separate Insurance plan. You also can avail optional Top-Up and/or Critical Illness Policy for yourself and your dependents (spouse and 2 children) up to INR 10,00,000. The entire premium for this will have to be borne by you. These plans allow for coverage of pre-existing ailments. This is as per current arrangement with our Insurer and is subject to review from time to time.

c) For Permissible claims under the Medical Insurance plans detailed above, you will be required to contribute a defined percentage of each claim, as under:

- 10% of such claims for self, spouse and 2 dependent children
- 20% of such claims for parents, parent's in-law, siblings, and additional children under the separate Insurance plan.

2. Personal Accident coverage for self, up to three times your annual fixed compensation.

a) You have the option of availing Supplemental Accident cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.

3. Life Insurance coverage equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000.

a) You have the option of availing Supplemental Life cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.

4. # (D) Gratuity amount shown above is an indicative approximation of your annual eligibility, and the final payout of any gratuity amount will be determined in accordance with the applicable provisions of the Payment of Gratuity Act, 1972 (as may be amended from time to time), payable as per the Company policy on your exit.

# (D) Notional Insurance Premium is an approximation based on individual factors which may include age, level and fixed pay depending on the insurance. Please note that there could hence be a slight difference in the actual premium amount borne by Accenture for your insurance coverage. The premium amount is directly paid by Accenture to the Insurance companies tied up with and will not be paid to you individually. Applicable only for current FY and can be withdrawn at anytime at company's discretion.

## (E) Reimbursements would be approved as per the policies' terms & conditions. The reimbursement amounts are subject to company policy and discretion and maybe updated/reviewed/withdrawn at any time basis company discretion.

5. You will also be eligible for the Employee Stock Purchase Plan, which will provide a 15% Discounted Rate on ACN Stock traded on NYSE.

a) Employee Stock Purchase Plan (ESPP): The Employee Share Purchase Plan gives the employee an opportunity to purchase Class A common shares in Accenture Limited at a discount through payroll contributions. By participating in this plan, an employee can develop his / her ownership in Accenture and increase his / her stake in Accenture's success.

6. Accenture provides you with access to the Employee Assistance Program (EAP) at no cost. EAP helps you and your immediate family members deal with work-life stressors, family issues, financial concerns, relationship problems, and even drug or legal concerns. The EAP services cover up to 5 in-person visits, short-term counseling, confidential access to assessments, referrals and follow-up service

In addition to the above, you will also be eligible for the following benefits:

- One time relocation allowance subject to a maximum of INR 2500.00/- on submission of actual supporting as per policy.
- Transport facility, as per Company guidelines, can be availed at no cost.

Details pertaining to relocation allowance will be provided to you at the time of joining the Company. In the unlikely event you choose to



leave the Company, or your services are terminated, before the completion of 1 year of employment with the Company, the relocation assistance will be construed as debt due and payable by you and should be repaid on termination of your employment. Any dues payable by you on termination will be recovered from your final settlement to the extent possible.

The Company may, at any time and in its sole and absolute discretion, amend, suspend, vary and modify any of the terms and conditions of the above benefits & guidelines.

**From the date of your joining, the compensation and benefits mentioned in this annexure will be applicable to you until any further communication from the Company.**

**GST Clause:**

Following the implementation to the GST regulations with effect from July 1st 2017, please note the treatment to any continuing obligations that you have, pursuant to any signing/joining/relocation/retention bonus as per the terms of your employment, will be as under:

Any signing, joining, relocation or retention bonus received by you will be paid along with salary of the relevant or succeeding pay month. This amount is recoverable as per your employment terms, if your service commitment with Accenture change. Any such recovery or adjustment shall be made from your salary pertaining to the service month before your last working day in the Company. Any shortfalls will be adjusted against any further amounts due and payable to you.

**General Tax:**

All compensation will be paid to you after deduction of tax at source, in accordance with applicable law. You will be solely liable for your personal tax liabilities, as per applicable law, both in India and abroad.

## **ANNEXURE II**

### **Mandatory documentation at the time of onboarding:**

1. Two copies of your recent passport size photographs.
  2. Original marksheet of all semester (PG/UG).
  3. Original provisional degree certificate or convocation degree certificate.
  4. Copy of X, XII and all semester mark sheets of PG & UG Degrees.
  5. Copy of Degree/PG/Diploma (as applicable) certificates.
  6. Passport copy, if available (if not please apply immediately).
  7. Pan Card
  8. Copy of Aadhaar Card- We request you to provide for meeting the UAN generation requirement and any other compliance required by governing regulating authorities like EPFO, ESIC, labour welfare fund and others.
- Please note that by voluntarily sharing your Aadhaar details, you are also authorizing us to share it with third parties under contract with the company and which are bound by confidentiality provisions to meet any regulatory requirements and internal procedures of the company including but not limited to making verifications. Do note that the provision of Aadhaar details and seeding Aadhaar with UAN as well as completing KYC requirements of EPFO is necessary and if you are unable to do so this may delay submission of your PF contributions to the regulators.

#### **ANNEXURE IV - DECLARATION**

I hereby represent and warrant that as of my effective start date of employment with the Company, I will have: (a) terminated my employment with any current/previous employer and any other employment or contractor relationships; and (b) satisfactorily performed and completed all my obligations which apply/applied to me vis-à-vis any current/previous employer and any other employment or contractor relationships

I hereby represent and warrant that I have not, during the course of any current/previous employment and any other employment or contractor relationships, entered into or agreed to any arrangement which may restrict, prohibit or debar or conflict or be inconsistent with my acceptance of the offer made by the Company or employment with the Company, including, but not limited to, any time-bound non-compete agreement, restrictive employment agreement or other restrictive terms.

I hereby represent and warrant that I shall not bring into Accenture premises (or use in any manner) any third party documents (regardless of media) or materials (including but not limited to trade secrets) with myself to Accenture, including any such documents or materials from my previous employer. To the extent I feel that my employment at Accenture would require me to bring any third party documents or materials to Accenture I shall not bring any such documents or materials unless I have taken all permissions/approvals from the third parties before accepting the offer from Accenture. I further represent and warrant that I have not and will not inappropriately disclose or misuse any confidential information obtained from and/or in connection with any current/previous employer and any other employment or contractor relationships. I agree and acknowledge that a breach of this provision shall entitle Accenture to terminate my services with immediate effect.

ACKNOWLEDGED AND AGREED:

\_\_\_\_\_  
**M Prathyusha**

Date:

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**Job Profile - Application Development Associate**

**Management Level - 12**

**Job Family Group - Software Engineering**



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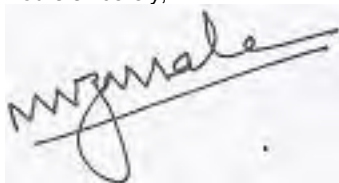
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Yours sincerely,



Mahesh Vasudeo Zurale  
Senior Managing Director  
Lead, Advanced Technology Centers, India

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**MOHAMMED FAZLUDDIN INAYATH**

## ANNEXURE I

### COMPENSATION & BENEFITS

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Employee Deposit Linked Insurance (EDLI)	Self	INR 7,05,000/- (If you contribute towards Employee Provident Fund)	Company



1. Medical:

a) Medical Insurance for self, spouse and 2 dependent children up to INR 3,00,000 per annum. This plan allows for coverage of pre-existing ailments. This is as per current arrangement with our Insurer and is subject to review from time to time.

b) You have the option of availing Accenture negotiated rates to cover your parents, parents-in-law and siblings up to INR 10,00,000 & any additional child up to INR 5,00,000 under a separate Insurance plan. You also can avail optional Top-Up and/or Critical Illness Policy for yourself and your dependents (spouse and 2 children) up to INR 10,00,000. The entire premium for this will have to be borne by you. These plans allow for coverage of pre-existing ailments. This is as per current arrangement with our Insurer and is subject to review from time to time.

c) For Permissible claims under the Medical Insurance plans detailed above, you will be required to contribute a defined percentage of each claim, as under:

- 10% of such claims for self, spouse and 2 dependent children
- 20% of such claims for parents, parent's in-law, siblings, and additional children under the separate Insurance plan.

2. Personal Accident coverage for self, up to three times your annual fixed compensation.

a) You have the option of availing Supplemental Accident cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.

3. Life Insurance coverage equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000.

a) You have the option of availing Supplemental Life cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.

4. # (D) Gratuity amount shown above is an indicative approximation of your annual eligibility, and the final payout of any gratuity amount will be determined in accordance with the applicable provisions of the Payment of Gratuity Act, 1972 (as may be amended from time to time), payable as per the Company policy on your exit.

# (D) Notional Insurance Premium is an approximation based on individual factors which may include age, level and fixed pay depending on the insurance. Please note that there could hence be a slight difference in the actual premium amount borne by Accenture for your insurance coverage. The premium amount is directly paid by Accenture to the Insurance companies tied up with and will not be paid to you individually. Applicable only for current FY and can be withdrawn at anytime at company's discretion.

## (E) Reimbursements would be approved as per the policies' terms & conditions. The reimbursement amounts are subject to company policy and discretion and maybe updated/reviewed/withdrawn at any time basis company discretion.

5. You will also be eligible for the Employee Stock Purchase Plan, which will provide a 15% Discounted Rate on ACN Stock traded on NYSE.

a) Employee Stock Purchase Plan (ESPP): The Employee Share Purchase Plan gives the employee an opportunity to purchase Class A common shares in Accenture Limited at a discount through payroll contributions. By participating in this plan, an employee can develop his / her ownership in Accenture and increase his/ her stake in Accenture's success.

6. Accenture provides you with access to the Employee Assistance Program (EAP) at no cost. EAP helps you and your immediate family members deal with work-life stressors, family issues, financial concerns, relationship problems, and even drug or legal concerns. The EAP services cover up to 5 in-person visits, short-term counseling, confidential access to assessments, referrals and follow-up service

In addition to the above, you will also be eligible for the following benefits:

- One time relocation allowance subject to a maximum of INR 2500.00/- on submission of actual supporting as per policy.
- Transport facility, as per Company guidelines, can be availed at no cost.

Details pertaining to relocation allowance will be provided to you at the time of joining the Company. In the unlikely event you choose to

leave the Company, or your services are terminated, before the completion of 1 year of employment with the Company, the relocation assistance will be construed as debt due and payable by you and should be repaid on termination of your employment. Any dues payable by you on termination will be recovered from your final settlement to the extent possible.

The Company may, at any time and in its sole and absolute discretion, amend, suspend, vary and modify any of the terms and conditions of the above benefits & guidelines.

**From the date of your joining, the compensation and benefits mentioned in this annexure will be applicable to you until any further communication from the Company.**

**GST Clause:**

Following the implementation to the GST regulations with effect from July 1st 2017, please note the treatment to any continuing obligations that you have, pursuant to any signing/joining/relocation/retention bonus as per the terms of your employment, will be as under:

Any signing, joining, relocation or retention bonus received by you will be paid along with salary of the relevant or succeeding pay month. This amount is recoverable as per your employment terms, if your service commitment with Accenture change. Any such recovery or adjustment shall be made from your salary pertaining to the service month before your last working day in the Company. Any shortfalls will be adjusted against any further amounts due and payable to you.

**General Tax:**

All compensation will be paid to you after deduction of tax at source, in accordance with applicable law. You will be solely liable for your personal tax liabilities, as per applicable law, both in India and abroad.

## **ANNEXURE II**

### **Mandatory documentation at the time of onboarding:**

1. Two copies of your recent passport size photographs.
  2. Original marksheet of all semester (PG/UG).
  3. Original provisional degree certificate or convocation degree certificate.
  4. Copy of X, XII and all semester mark sheets of PG & UG Degrees.
  5. Copy of Degree/PG/Diploma (as applicable) certificates.
  6. Passport copy, if available (if not please apply immediately).
  7. Pan Card
  8. Copy of Aadhaar Card- We request you to provide for meeting the UAN generation requirement and any other compliance required by governing regulating authorities like EPFO, ESIC, labour welfare fund and others.
- Please note that by voluntarily sharing your Aadhaar details, you are also authorizing us to share it with third parties under contract with the company and which are bound by confidentiality provisions to meet any regulatory requirements and internal procedures of the company including but not limited to making verifications. Do note that the provision of Aadhaar details and seeding Aadhaar with UAN as well as completing KYC requirements of EPFO is necessary and if you are unable to do so this may delay submission of your PF contributions to the regulators.

#### **ANNEXURE IV - DECLARATION**

I hereby represent and warrant that as of my effective start date of employment with the Company, I will have: (a) terminated my employment with any current/previous employer and any other employment or contractor relationships; and (b) satisfactorily performed and completed all my obligations which apply/applied to me vis-à-vis any current/previous employer and any other employment or contractor relationships

I hereby represent and warrant that I have not, during the course of any current/previous employment and any other employment or contractor relationships, entered into or agreed to any arrangement which may restrict, prohibit or debar or conflict or be inconsistent with my acceptance of the offer made by the Company or employment with the Company, including, but not limited to, any time-bound non-compete agreement, restrictive employment agreement or other restrictive terms.

I hereby represent and warrant that I shall not bring into Accenture premises (or use in any manner) any third party documents (regardless of media) or materials (including but not limited to trade secrets) with myself to Accenture, including any such documents or materials from my previous employer. To the extent I feel that my employment at Accenture would require me to bring any third party documents or materials to Accenture I shall not bring any such documents or materials unless I have taken all permissions/approvals from the third parties before accepting the offer from Accenture. I further represent and warrant that I have not and will not inappropriately disclose or misuse any confidential information obtained from and/or in connection with any current/previous employer and any other employment or contractor relationships. I agree and acknowledge that a breach of this provision shall entitle Accenture to terminate my services with immediate effect.

ACKNOWLEDGED AND AGREED:

**MOHAMMED FAZLUDDIN INAYATH**

Date:

Disclaimer

"This document and any attachments to it (in part or in whole the "Communication") are confidential, may constitute inside information and are for the use only of the addressee. The Communication is the property of Accenture and its affiliates and may contain copyright material or intellectual property of Accenture and/or any of its related entities or of third parties. If you are not the intended recipient of the Communication or have received the Communication in error, please notify the sender or Accenture immediately, return the Communication (in entirety) and delete the Communication (in entirety and copies included) from your records and systems. Unauthorized use, disclosure or copying of this Communication or any part thereof is strictly prohibited and may be unlawful. Any views expressed in the Communication are those of the individual sender only, unless expressly stated to be those of Accenture and its affiliates. Accenture does not guarantee the integrity of the Communication, or that it is free from errors, viruses or interference."

# BE YOURSELF, MAKE A DIFFERENCE.



Strictly Private and Confidential

Dear **MOHAMMED HUSSAIN,**

Based on our recent discussion with you, we are pleased to extend an offer to join Accenture Solutions Pvt. Ltd. ("Company or Accenture as the case maybe") in our Advanced Technology Centers, India, as per the below terms and conditions:

**Job Profile - Application Development Associate**

**Management Level - 12**

**Job Family Group - Software Engineering**



Please refer to:

- Annexure I for the compensation and benefits details.
- Annexure II for documentation to be submitted by you.
- Annexure III Terms of Employment
- Annexure IV-Declaration

Your employment with Accenture will be governed by the clauses mentioned in the attached 'Terms of Employment' effective from your date of joining. You are required to carefully read and understand these Terms of Employment before responding to this Offer. This Offer and your employment with Accenture is subject to successful completion of the qualifying examination from your college , as well as satisfactory completion of verification and/or background or reference checks, which may occur at any time prior to or after your effective start date.

You agree and affirm that the information (personal or otherwise) shared by you at the time of registration is accurate, factually correct, and complete and no material information has been withheld by you. Accenture is providing this offer of employment basis preliminary information provided by you at the registration stage and a declaration concerning your agreement with the eligibility criteria. You understand and acknowledge that your employment with Accenture shall be subject to further verification of details and materials/ documents provided to Accenture as well as any further verification deemed necessary to finalize your candidature. You shall continue to meet the eligibility criteria up till and on the date of joining Accenture (if applicable) and agree that Accenture has the right to revoke the offer of employment, in case of failure of verification, or if you are not meeting the eligibility criteria or in case of any misrepresentation at your end.

Your onboarding date will be intimated to you over a separate e-mail by Accenture onboarding team few weeks prior to your actual onboarding date. You will receive an email from Onboarding.doc.ase@accenture.com. You are expected to confirm to the same by responding to our email and share your acceptance to join us on the stipulated date.

At Accenture, the health and well-being of our people, our clients and the community is our top priority. We are also committed to complying with all government safety protocols as we bring our people to our offices. To operate offices at full capacity, there is a growing mandate from government authorities to have all employees vaccinated against COVID-19. Considering this, we expect all our employees to be vaccinated. Therefore, you should ensure to take both doses of the COVID-19 vaccine before onboarding, unless your second dose is due post onboarding, and in that circumstance the second dose should be taken within the government prescribed timelines.

Please note that compliance with these provisions is a condition precedent for the offer or your continued employment with the Company.

Fundamental Skill Primers Learning Module: As you are aware that as part of providing our new joiners a unique learning experience, Accenture proposes an online learning module - Fundamental Skill Primers. This document further enhances and details of the learning opportunities and terms of training / assessments that were previously mentioned in your Letter of Intent.

- The learning module of this program is typically made available to you to give you a reasonable time to learn at your pace and comfort.
- After completing the Fundamental Skill Primer Learning, you will need to go through the Fundamental Skill Primer assessment.

Upon joining the Company further Stream training program(s) will be conducted for a specific duration on the specific skill set assigned to you. Periodic assessments will be conducted throughout this training program which you are expected to clear. Each of such assessments including Primer assessment will add towards your final score. A min. of 60% will need to be scored for successful clearance. If you are unable to score 60% in the first attempt, you will have up to two additional attempts and will be required to score minimum 60% marks to clear the stream learning assessments.

Your employment with Accenture is subject to your successful completion of the Stream training program and assessments as mentioned above. If you are unable to clear the Stream training assessments in the given 3 attempts successfully, your services with the Company shall be terminated as per Clause 10 outlined in the Terms of Employment.

By completing 100% of Fundamental Skill Primer online modules before the Fundamental Skill primer assessment and scoring 75% or above in the Fundamental Skill Primer assessment, a potential new joiner will be eligible for a learning Incentive of INR 10,000 provided new joiner is employed with the company for minimum three months.

After acceptance of the offer of employment or any time during the course of your employment with the Company you may be required to undergo drug/alcohol/substance test based on the project you are deployed. This offer and your employment with Accenture are contingent upon you completing tests as per the requirements of the Company and in the instance of failing these tests namely the drug/alcohol/substance test, Accenture may, in its sole discretion, elect to terminate or suspend your employment immediately.

In the event a government body/Authority exercising its jurisdiction and statutory power/Authority seeks information pertaining to any aspect of your employment, the Company shall provide such information to the government body/Authority without any notification to you. The foregoing shall be applicable to information pertaining to your employment being shared in pursuance of statutory requirements/compliance. You may belong to this category and your details will be disclosed to these authorities.

To indicate your acceptance of this Offer and Terms of Employment with Accenture, please confirm your acceptance/rejection by logging on to Accenture Recruitment Portal (<https://india.jobs.accenture.com/default.aspx>) using your unique reference number, candidate identification (CID) and mobile number within 14 days (fourteen days) from the date of this letter, post which the link will be disabled for you. If we do not receive your response before the expiration of 14 days (fourteen days) from the date of this letter, the terms of this Offer of employment will be deemed to have been rejected by you, unless otherwise communicated to you by the Company in writing. Further, at the time of joining you are required to provide all documentation identified in Annexure II along with the signed copy of this Offer letter and Terms of Employment.

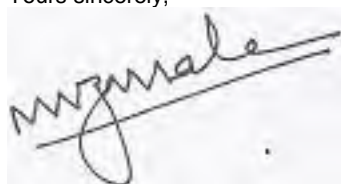
After accepting this Offer, we encourage you visit Countdown to the Company-

(<http://careers.accenture.com/Microsites/countdown/Pages/welcome-india.aspx>). This online, interactive welcome site will help you successfully navigate the first days, weeks and months of your career at Accenture. It will also provide an interesting overview of Company history-as well as tips on how to develop yourself (and your career) in the future.

In case you have a query, please raise them on <https://indiacampus.accenture.com/myzone/accenture/auth/login>

We look forward to hearing from you regarding your decision to join the Company. I wish you a successful career ahead of you and look forward to your joining us.

Yours sincerely,



Mahesh Vasudeo Zurale  
Senior Managing Director  
Lead, Advanced Technology Centers, India

ACKNOWLEDGED AND AGREED

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**MOHAMMED HUSSAIN**

## ANNEXURE I

### COMPENSATION & BENEFITS

Annual Total Cash compensation structure as per the Company guidelines is:

Total Cash Compensation Elements	
	Annual (INR)
<b>(A) Annual Fixed Compensation</b>	400000/-
<b>(B) Local Variable Bonus (LVB) earning potential (at maximum 8.5%)</b>	32,500/-
<b>Maximum Annual Total earning potential(A+B)</b>	4,15,500/-
<b>(C) Joining Bonus</b>	
<b>Joining Bonus (Refer to the section C)</b>	INR 25,000/-
<b>(D)# Additional Notional Benefits</b>	
Gratuity for each year of service (indicative and assumed value calculated at an approximation of 4.81% of annual basic)	INR 6,400/-
Notional Insurance Premium paid by Company	INR 11,400/-
<b>Annual Total Earning Potential + Additional Notional Benefits (A+B+C+D)</b>	<b>INR 400000/-</b>
<b>(E)##Additional Discretionary Reimbursements</b>	
Annual Internet reimbursement	INR 12,000/- (capped at INR 1,000/- per month)
<b>(F)Optional opportunity to participate in the Employee Share Purchase Plan</b>	
Employee Share Purchase plan – to purchase Accenture plc Class A ordinary shares <b>at 15% discount on the fair market value</b>	INR 5,700/- [discount opportunity with an optional investment of 10% of gross pay and no change in share price]

#### (A) Annual Fixed Compensation

Your annual fixed compensation is INR 3,83,000. This includes allowances structured in accordance with the Company compensation guidelines and applicable statutory norms. Please note the annual fixed compensation includes employer's contribution to Provident Fund, as applicable.

TDS is deducted as applicable from your Income.

#### (B) Local Variable Bonus (LVB)

As part of your annual total cash compensation, you will be eligible to participate in the FY22 Local Variable Bonus program (LVB). Your indicative pay-out can range from 0% to 8.5% of the prorated fixed pay in the Fiscal year, subject to the overall terms and conditions of



the LVB, including but not limited to your individual performance achievements and the Company's performance. In addition to these two components, your LVB is also linked to your Individual Utilization. The Company may, at any time and in its sole and absolute discretion, amend, suspend, withdraw vary and/or modify any of the terms and conditions of the LVB program guidelines. The LVB will be paid out subject to you being on the roles of the Company on the date of disbursement of these pay outs and will be prorated based on your tenure in Accenture India and considering the period of leave without pay during the said fiscal year.

### **(C) Joining Bonus**

You are also eligible for a joining bonus of INR 25,000/- payable upon joining the organization and that will be paid out along with salary of the month of joining or succeeding pay month. In case you leave, or your services are separated from the Company (except for ramp down or redundancies by the Company) before completion of 1 year from the date of joining, then this whole amount shall be recovered from you.

### **Note: For International Worker Only\***

As per Indian Provident Fund (PF) regulations, membership to the Provident Fund is mandatory for all International Workers. Exemptions if any, shall be as per the existing law. Please note that since your cost to the Company (CTC) includes employee's as well as employer's contribution to Provident Fund, appropriate adjustment in your monthly salary will be made for Provident Fund contributions as per applicable laws/regulations in existence (or amendments from time to time). Withdrawal (if any) from Provident Fund is regulated by the government of India and is subject to government approvals and prevailing laws (amended from time to time). Any person desirous of such withdrawal need to comply with applicable law and procedures laid down by the authorities.

### **Benefits applicable for current Company financial year:**

In addition to your annual total cash compensation, you will be eligible for following benefits, which will be governed by Company policy:

Insurance policy	Coverage for	Coverage amount	Premium paid by
Medical	Self, Spouse/partner (if you identify yourself as lesbian, gay, bisexual and transgender) & 2 Dependent children	INR 3,00,000/- per annum	Company
Personal Accident	Self	Up to 3 times of annual fixed compensation	Company
Life	Self	Equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000/-	Company
Future Service Liability	Self	Up to INR 20,00,000/-	Company
Employee Deposit Linked Insurance (EDLI)	Self	INR 7,05,000/- (If you contribute towards Employee Provident Fund)	Company

1. Medical:

a) Medical Insurance for self, spouse and 2 dependent children up to INR 3,00,000 per annum. This plan allows for coverage of pre-existing ailments. This is as per current arrangement with our Insurer and is subject to review from time to time.

b) You have the option of availing Accenture negotiated rates to cover your parents, parents-in-law and siblings up to INR 10,00,000 & any additional child up to INR 5,00,000 under a separate Insurance plan. You also can avail optional Top-Up and/or Critical Illness Policy for yourself and your dependents (spouse and 2 children) up to INR 10,00,000. The entire premium for this will have to be borne by you. These plans allow for coverage of pre-existing ailments. This is as per current arrangement with our Insurer and is subject to review from time to time.

c) For Permissible claims under the Medical Insurance plans detailed above, you will be required to contribute a defined percentage of each claim, as under:

- 10% of such claims for self, spouse and 2 dependent children
- 20% of such claims for parents, parent's in-law, siblings, and additional children under the separate Insurance plan.

2. Personal Accident coverage for self, up to three times your annual fixed compensation.

a) You have the option of availing Supplemental Accident cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.

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- One time relocation allowance subject to a maximum of INR 2500.00/- on submission of actual supporting as per policy.
- Transport facility, as per Company guidelines, can be availed at no cost.

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leave the Company, or your services are terminated, before the completion of 1 year of employment with the Company, the relocation assistance will be construed as debt due and payable by you and should be repaid on termination of your employment. Any dues payable by you on termination will be recovered from your final settlement to the extent possible.

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All compensation will be paid to you after deduction of tax at source, in accordance with applicable law. You will be solely liable for your personal tax liabilities, as per applicable law, both in India and abroad.

## **ANNEXURE II**

### **Mandatory documentation at the time of onboarding:**

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  2. Original marksheet of all semester (PG/UG).
  3. Original provisional degree certificate or convocation degree certificate.
  4. Copy of X, XII and all semester mark sheets of PG & UG Degrees.
  5. Copy of Degree/PG/Diploma (as applicable) certificates.
  6. Passport copy, if available (if not please apply immediately).
  7. Pan Card
  8. Copy of Aadhaar Card- We request you to provide for meeting the UAN generation requirement and any other compliance required by governing regulating authorities like EPFO, ESIC, labour welfare fund and others.
- Please note that by voluntarily sharing your Aadhaar details, you are also authorizing us to share it with third parties under contract with the company and which are bound by confidentiality provisions to meet any regulatory requirements and internal procedures of the company including but not limited to making verifications. Do note that the provision of Aadhaar details and seeding Aadhaar with UAN as well as completing KYC requirements of EPFO is necessary and if you are unable to do so this may delay submission of your PF contributions to the regulators.

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ACKNOWLEDGED AND AGREED:

\_\_\_\_\_  
**MOHAMMED HUSSAIN**

Date:

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# BE YOURSELF, MAKE A DIFFERENCE.



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Dear **Prathik K V**,

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**Job Profile - Application Development Associate**

**Management Level - 12**

**Job Family Group - Software Engineering**



Please refer to:

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- After completing the Fundamental Skill Primer Learning, you will need to go through the Fundamental Skill Primer assessment.

Upon joining the Company further Stream training program(s) will be conducted for a specific duration on the specific skill set assigned to you. Periodic assessments will be conducted throughout this training program which you are expected to clear. Each of such assessments including Primer assessment will add towards your final score. A min. of 60% will need to be scored for successful clearance. If you are unable to score 60% in the first attempt, you will have up to two additional attempts and will be required to score minimum 60% marks to clear the stream learning assessments.

Your employment with Accenture is subject to your successful completion of the Stream training program and assessments as mentioned above. If you are unable to clear the Stream training assessments in the given 3 attempts successfully, your services with the Company shall be terminated as per Clause 10 outlined in the Terms of Employment.

By completing 100% of Fundamental Skill Primer online modules before the Fundamental Skill primer assessment and scoring 75% or above in the Fundamental Skill Primer assessment, a potential new joiner will be eligible for a learning Incentive of INR 10,000 provided new joiner is employed with the company for minimum three months.

After acceptance of the offer of employment or any time during the course of your employment with the Company you may be required to undergo drug/alcohol/substance test based on the project you are deployed. This offer and your employment with Accenture are contingent upon you completing tests as per the requirements of the Company and in the instance of failing these tests namely the drug/alcohol/substance test, Accenture may, in its sole discretion, elect to terminate or suspend your employment immediately.

In the event a government body/Authority exercising its jurisdiction and statutory power/Authority seeks information pertaining to any aspect of your employment, the Company shall provide such information to the government body/Authority without any notification to you. The foregoing shall be applicable to information pertaining to your employment being shared in pursuance of statutory requirements/compliance. You may belong to this category and your details will be disclosed to these authorities.

To indicate your acceptance of this Offer and Terms of Employment with Accenture, please confirm your acceptance/rejection by logging on to Accenture Recruitment Portal (<https://india.jobs.accenture.com/default.aspx>) using your unique reference number, candidate identification (CID) and mobile number within 14 days (fourteen days) from the date of this letter, post which the link will be disabled for you. If we do not receive your response before the expiration of 14 days (fourteen days) from the date of this letter, the terms of this Offer of employment will be deemed to have been rejected by you, unless otherwise communicated to you by the Company in writing. Further, at the time of joining you are required to provide all documentation identified in Annexure II along with the signed copy of this Offer letter and Terms of Employment.

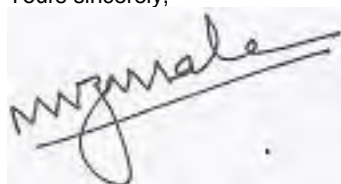
After accepting this Offer, we encourage you visit Countdown to the Company-

(<http://careers.accenture.com/Microsites/countdown/Pages/welcome-india.aspx>). This online, interactive welcome site will help you successfully navigate the first days, weeks and months of your career at Accenture. It will also provide an interesting overview of Company history-as well as tips on how to develop yourself (and your career) in the future.

In case you have a query, please raise them on <https://indiacampus.accenture.com/myzone/accenture/auth/login>

We look forward to hearing from you regarding your decision to join the Company. I wish you a successful career ahead of you and look forward to your joining us.

Yours sincerely,



Mahesh Vasudeo Zurale  
Senior Managing Director  
Lead, Advanced Technology Centers, India

ACKNOWLEDGED AND AGREED

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Prathik K V



## ANNEXURE I

### COMPENSATION & BENEFITS

Annual Total Cash compensation structure as per the Company guidelines is:

Total Cash Compensation Elements	
	Annual (INR)
<b>(A) Annual Fixed Compensation</b>	450000/-
<b>(B) Local Variable Bonus (LVB) earning potential (at maximum 8.5%)</b>	32,500/-
<b>Maximum Annual Total earning potential(A+B)</b>	4,15,500/-
<b>(C) Joining Bonus</b>	
<b>Joining Bonus (Refer to the section C)</b>	INR 25,000/-
<b>(D)# Additional Notional Benefits</b>	
Gratuity for each year of service (indicative and assumed value calculated at an approximation of 4.81% of annual basic)	INR 6,400/-
Notional Insurance Premium paid by Company	INR 11,400/-
<b>Annual Total Earning Potential + Additional Notional Benefits (A+B+C+D)</b>	<b>INR 450000/-</b>
<b>(E)##Additional Discretionary Reimbursements</b>	
Annual Internet reimbursement	INR 12,000/- (capped at INR 1,000/- per month)
<b>(F)Optional opportunity to participate in the Employee Share Purchase Plan</b>	
Employee Share Purchase plan – to purchase Accenture plc Class A ordinary shares <b>at 15% discount on the fair market value</b>	INR 5,700/- [discount opportunity with an optional investment of 10% of gross pay and no change in share price]

#### (A) Annual Fixed Compensation

Your annual fixed compensation is INR 3,83,000. This includes allowances structured in accordance with the Company compensation guidelines and applicable statutory norms. Please note the annual fixed compensation includes employer's contribution to Provident Fund, as applicable.

TDS is deducted as applicable from your Income.

#### (B) Local Variable Bonus (LVB)

As part of your annual total cash compensation, you will be eligible to participate in the FY22 Local Variable Bonus program (LVB). Your indicative pay-out can range from 0% to 8.5% of the prorated fixed pay in the Fiscal year, subject to the overall terms and conditions of

the LVB, including but not limited to your individual performance achievements and the Company's performance. In addition to these two components, your LVB is also linked to your Individual Utilization. The Company may, at any time and in its sole and absolute discretion, amend, suspend, withdraw vary and/or modify any of the terms and conditions of the LVB program guidelines. The LVB will be paid out subject to you being on the roles of the Company on the date of disbursement of these pay outs and will be prorated based on your tenure in Accenture India and considering the period of leave without pay during the said fiscal year.

### **(C) Joining Bonus**

You are also eligible for a joining bonus of INR 25,000/- payable upon joining the organization and that will be paid out along with salary of the month of joining or succeeding pay month. In case you leave, or your services are separated from the Company (except for ramp down or redundancies by the Company) before completion of 1 year from the date of joining, then this whole amount shall be recovered from you.

### **Note: For International Worker Only\***

As per Indian Provident Fund (PF) regulations, membership to the Provident Fund is mandatory for all International Workers. Exemptions if any, shall be as per the existing law. Please note that since your cost to the Company (CTC) includes employee's as well as employer's contribution to Provident Fund, appropriate adjustment in your monthly salary will be made for Provident Fund contributions as per applicable laws/regulations in existence (or amendments from time to time). Withdrawal (if any) from Provident Fund is regulated by the government of India and is subject to government approvals and prevailing laws (amended from time to time). Any person desirous of such withdrawal need to comply with applicable law and procedures laid down by the authorities.

### **Benefits applicable for current Company financial year:**

In addition to your annual total cash compensation, you will be eligible for following benefits, which will be governed by Company policy:

Insurance policy	Coverage for	Coverage amount	Premium paid by
Medical	Self, Spouse/partner (if you identify yourself as lesbian, gay, bisexual and transgender) & 2 Dependent children	INR 3,00,000/- per annum	Company
Personal Accident	Self	Up to 3 times of annual fixed compensation	Company
Life	Self	Equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000/-	Company
Future Service Liability	Self	Up to INR 20,00,000/-	Company
Employee Deposit Linked Insurance (EDLI)	Self	INR 7,05,000/- (If you contribute towards Employee Provident Fund)	Company

1. Medical:

a) Medical Insurance for self, spouse and 2 dependent children up to INR 3,00,000 per annum. This plan allows for coverage of pre-existing ailments. This is as per current arrangement with our Insurer and is subject to review from time to time.

b) You have the option of availing Accenture negotiated rates to cover your parents, parents-in-law and siblings up to INR 10,00,000 & any additional child up to INR 5,00,000 under a separate Insurance plan. You also can avail optional Top-Up and/or Critical Illness Policy for yourself and your dependents (spouse and 2 children) up to INR 10,00,000. The entire premium for this will have to be borne by you. These plans allow for coverage of pre-existing ailments. This is as per current arrangement with our Insurer and is subject to review from time to time.

c) For Permissible claims under the Medical Insurance plans detailed above, you will be required to contribute a defined percentage of each claim, as under:

- 10% of such claims for self, spouse and 2 dependent children
- 20% of such claims for parents, parent's in-law, siblings, and additional children under the separate Insurance plan.

2. Personal Accident coverage for self, up to three times your annual fixed compensation.

a) You have the option of availing Supplemental Accident cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.

3. Life Insurance coverage equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000.

a) You have the option of availing Supplemental Life cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.

4. # (D) Gratuity amount shown above is an indicative approximation of your annual eligibility, and the final payout of any gratuity amount will be determined in accordance with the applicable provisions of the Payment of Gratuity Act, 1972 (as may be amended from time to time), payable as per the Company policy on your exit.

# (D) Notional Insurance Premium is an approximation based on individual factors which may include age, level and fixed pay depending on the insurance. Please note that there could hence be a slight difference in the actual premium amount borne by Accenture for your insurance coverage. The premium amount is directly paid by Accenture to the Insurance companies tied up with and will not be paid to you individually. Applicable only for current FY and can be withdrawn at anytime at company's discretion.

## (E) Reimbursements would be approved as per the policies' terms & conditions. The reimbursement amounts are subject to company policy and discretion and maybe updated/reviewed/withdrawn at any time basis company discretion.

5. You will also be eligible for the Employee Stock Purchase Plan, which will provide a 15% Discounted Rate on ACN Stock traded on NYSE.

a) Employee Stock Purchase Plan (ESPP): The Employee Share Purchase Plan gives the employee an opportunity to purchase Class A common shares in Accenture Limited at a discount through payroll contributions. By participating in this plan, an employee can develop his / her ownership in Accenture and increase his/ her stake in Accenture's success.

6. Accenture provides you with access to the Employee Assistance Program (EAP) at no cost. EAP helps you and your immediate family members deal with work-life stressors, family issues, financial concerns, relationship problems, and even drug or legal concerns. The EAP services cover up to 5 in-person visits, short-term counseling, confidential access to assessments, referrals and follow-up service

In addition to the above, you will also be eligible for the following benefits:

- One time relocation allowance subject to a maximum of INR 2500.00/- on submission of actual supporting as per policy.
- Transport facility, as per Company guidelines, can be availed at no cost.

Details pertaining to relocation allowance will be provided to you at the time of joining the Company. In the unlikely event you choose to

leave the Company, or your services are terminated, before the completion of 1 year of employment with the Company, the relocation assistance will be construed as debt due and payable by you and should be repaid on termination of your employment. Any dues payable by you on termination will be recovered from your final settlement to the extent possible.

The Company may, at any time and in its sole and absolute discretion, amend, suspend, vary and modify any of the terms and conditions of the above benefits & guidelines.

**From the date of your joining, the compensation and benefits mentioned in this annexure will be applicable to you until any further communication from the Company.**

**GST Clause:**

Following the implementation to the GST regulations with effect from July 1st 2017, please note the treatment to any continuing obligations that you have, pursuant to any signing/joining/relocation/retention bonus as per the terms of your employment, will be as under:

Any signing, joining, relocation or retention bonus received by you will be paid along with salary of the relevant or succeeding pay month. This amount is recoverable as per your employment terms, if your service commitment with Accenture change. Any such recovery or adjustment shall be made from your salary pertaining to the service month before your last working day in the Company. Any shortfalls will be adjusted against any further amounts due and payable to you.

**General Tax:**

All compensation will be paid to you after deduction of tax at source, in accordance with applicable law. You will be solely liable for your personal tax liabilities, as per applicable law, both in India and abroad.

## **ANNEXURE II**

### **Mandatory documentation at the time of onboarding:**

1. Two copies of your recent passport size photographs.
  2. Original marksheet of all semester (PG/UG).
  3. Original provisional degree certificate or convocation degree certificate.
  4. Copy of X, XII and all semester mark sheets of PG & UG Degrees.
  5. Copy of Degree/PG/Diploma (as applicable) certificates.
  6. Passport copy, if available (if not please apply immediately).
  7. Pan Card
  8. Copy of Aadhaar Card- We request you to provide for meeting the UAN generation requirement and any other compliance required by governing regulating authorities like EPFO, ESIC, labour welfare fund and others.
- Please note that by voluntarily sharing your Aadhaar details, you are also authorizing us to share it with third parties under contract with the company and which are bound by confidentiality provisions to meet any regulatory requirements and internal procedures of the company including but not limited to making verifications. Do note that the provision of Aadhaar details and seeding Aadhaar with UAN as well as completing KYC requirements of EPFO is necessary and if you are unable to do so this may delay submission of your PF contributions to the regulators.

#### **ANNEXURE IV - DECLARATION**

I hereby represent and warrant that as of my effective start date of employment with the Company, I will have: (a) terminated my employment with any current/previous employer and any other employment or contractor relationships; and (b) satisfactorily performed and completed all my obligations which apply/applied to me vis-à-vis any current/previous employer and any other employment or contractor relationships

I hereby represent and warrant that I have not, during the course of any current/previous employment and any other employment or contractor relationships, entered into or agreed to any arrangement which may restrict, prohibit or debar or conflict or be inconsistent with my acceptance of the offer made by the Company or employment with the Company, including, but not limited to, any time-bound non-compete agreement, restrictive employment agreement or other restrictive terms.

I hereby represent and warrant that I shall not bring into Accenture premises (or use in any manner) any third party documents (regardless of media) or materials (including but not limited to trade secrets) with myself to Accenture, including any such documents or materials from my previous employer. To the extent I feel that my employment at Accenture would require me to bring any third party documents or materials to Accenture I shall not bring any such documents or materials unless I have taken all permissions/approvals from the third parties before accepting the offer from Accenture. I further represent and warrant that I have not and will not inappropriately disclose or misuse any confidential information obtained from and/or in connection with any current/previous employer and any other employment or contractor relationships. I agree and acknowledge that a breach of this provision shall entitle Accenture to terminate my services with immediate effect.

ACKNOWLEDGED AND AGREED:

\_\_\_\_\_  
**Prathik K V**

Date:

Disclaimer

"This document and any attachments to it (in part or in whole the "Communication") are confidential, may constitute inside information and are for the use only of the addressee. The Communication is the property of Accenture and its affiliates and may contain copyright material or intellectual property of Accenture and/or any of its related entities or of third parties. If you are not the intended recipient of the Communication or have received the Communication in error, please notify the sender or Accenture immediately, return the Communication (in entirety) and delete the Communication (in entirety and copies included) from your records and systems. Unauthorized use, disclosure or copying of this Communication or any part thereof is strictly prohibited and may be unlawful. Any views expressed in the Communication are those of the individual sender only, unless expressly stated to be those of Accenture and its affiliates. Accenture does not guarantee the integrity of the Communication, or that it is free from errors, viruses or interference."

# BE YOURSELF, MAKE A DIFFERENCE.



Strictly Private and Confidential

Dear **Pricila D,**

Based on our recent discussion with you, we are pleased to extend an offer to join Accenture Solutions Pvt. Ltd. ("Company or Accenture as the case maybe") in our Advanced Technology Centers, India, as per the below terms and conditions:

**Job Profile - Application Development Associate**

**Management Level - 12**

**Job Family Group - Software Engineering**



Please refer to:

- Annexure I for the compensation and benefits details.
- Annexure II for documentation to be submitted by you.
- Annexure III Terms of Employment
- Annexure IV-Declaration

Your employment with Accenture will be governed by the clauses mentioned in the attached 'Terms of Employment' effective from your date of joining. You are required to carefully read and understand these Terms of Employment before responding to this Offer. This Offer and your employment with Accenture is subject to successful completion of the qualifying examination from your college , as well as satisfactory completion of verification and/or background or reference checks, which may occur at any time prior to or after your effective start date.

You agree and affirm that the information (personal or otherwise) shared by you at the time of registration is accurate, factually correct, and complete and no material information has been withheld by you. Accenture is providing this offer of employment basis preliminary information provided by you at the registration stage and a declaration concerning your agreement with the eligibility criteria. You understand and acknowledge that your employment with Accenture shall be subject to further verification of details and materials/ documents provided to Accenture as well as any further verification deemed necessary to finalize your candidature. You shall continue to meet the eligibility criteria up till and on the date of joining Accenture (if applicable) and agree that Accenture has the right to revoke the offer of employment, in case of failure of verification, or if you are not meeting the eligibility criteria or in case of any misrepresentation at your end.

Your onboarding date will be intimated to you over a separate e-mail by Accenture onboarding team few weeks prior to your actual onboarding date. You will receive an email from Onboarding.doc.ase@accenture.com. You are expected to confirm to the same by responding to our email and share your acceptance to join us on the stipulated date.

At Accenture, the health and well-being of our people, our clients and the community is our top priority. We are also committed to complying with all government safety protocols as we bring our people to our offices. To operate offices at full capacity, there is a growing mandate from government authorities to have all employees vaccinated against COVID-19. Considering this, we expect all our employees to be vaccinated. Therefore, you should ensure to take both doses of the COVID-19 vaccine before onboarding, unless your second dose is due post onboarding, and in that circumstance the second dose should be taken within the government prescribed timelines.

Please note that compliance with these provisions is a condition precedent for the offer or your continued employment with the Company.

Fundamental Skill Primers Learning Module: As you are aware that as part of providing our new joiners a unique learning experience, Accenture proposes an online learning module - Fundamental Skill Primers. This document further enhances and details of the learning opportunities and terms of training / assessments that were previously mentioned in your Letter of Intent.

- The learning module of this program is typically made available to you to give you a reasonable time to learn at your pace and comfort.
- After completing the Fundamental Skill Primer Learning, you will need to go through the Fundamental Skill Primer assessment.

Upon joining the Company further Stream training program(s) will be conducted for a specific duration on the specific skill set assigned to you. Periodic assessments will be conducted throughout this training program which you are expected to clear. Each of such assessments including Primer assessment will add towards your final score. A min. of 60% will need to be scored for successful clearance. If you are unable to score 60% in the first attempt, you will have up to two additional attempts and will be required to score minimum 60% marks to clear the stream learning assessments.

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In the event a government body/Authority exercising its jurisdiction and statutory power/Authority seeks information pertaining to any aspect of your employment, the Company shall provide such information to the government body/Authority without any notification to you. The foregoing shall be applicable to information pertaining to your employment being shared in pursuance of statutory requirements/compliance. You may belong to this category and your details will be disclosed to these authorities.

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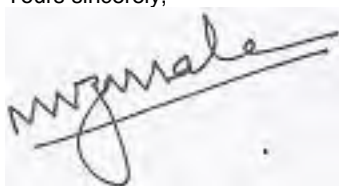
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In case you have a query, please raise them on <https://indiacampus.accenture.com/myzone/accenture/auth/login>

We look forward to hearing from you regarding your decision to join the Company. I wish you a successful career ahead of you and look forward to your joining us.

Yours sincerely,



Mahesh Vasudeo Zurale  
Senior Managing Director  
Lead, Advanced Technology Centers, India

ACKNOWLEDGED AND AGREED

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**Pricila D**

## ANNEXURE I

### COMPENSATION & BENEFITS

Annual Total Cash compensation structure as per the Company guidelines is:

Total Cash Compensation Elements	
	Annual (INR)
<b>(A) Annual Fixed Compensation</b>	450000/-
<b>(B) Local Variable Bonus (LVB) earning potential (at maximum 8.5%)</b>	32,500/-
<b>Maximum Annual Total earning potential(A+B)</b>	4,15,500/-
<b>(C) Joining Bonus</b>	
<b>Joining Bonus (Refer to the section C)</b>	INR 25,000/-
<b>(D)# Additional Notional Benefits</b>	
Gratuity for each year of service (indicative and assumed value calculated at an approximation of 4.81% of annual basic)	INR 6,400/-
Notional Insurance Premium paid by Company	INR 11,400/-
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<b>(E)##Additional Discretionary Reimbursements</b>	
Annual Internet reimbursement	INR 12,000/- (capped at INR 1,000/- per month)
<b>(F)Optional opportunity to participate in the Employee Share Purchase Plan</b>	
Employee Share Purchase plan – to purchase Accenture plc Class A ordinary shares <b>at 15% discount on the fair market value</b>	INR 5,700/- [discount opportunity with an optional investment of 10% of gross pay and no change in share price]

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Your annual fixed compensation is INR 3,83,000. This includes allowances structured in accordance with the Company compensation guidelines and applicable statutory norms. Please note the annual fixed compensation includes employer's contribution to Provident Fund, as applicable.

TDS is deducted as applicable from your Income.

#### (B) Local Variable Bonus (LVB)

As part of your annual total cash compensation, you will be eligible to participate in the FY22 Local Variable Bonus program (LVB). Your indicative pay-out can range from 0% to 8.5% of the prorated fixed pay in the Fiscal year, subject to the overall terms and conditions of

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### **(C) Joining Bonus**

You are also eligible for a joining bonus of INR 25,000/- payable upon joining the organization and that will be paid out along with salary of the month of joining or succeeding pay month. In case you leave, or your services are separated from the Company (except for ramp down or redundancies by the Company) before completion of 1 year from the date of joining, then this whole amount shall be recovered from you.

### **Note: For International Worker Only\***

As per Indian Provident Fund (PF) regulations, membership to the Provident Fund is mandatory for all International Workers. Exemptions if any, shall be as per the existing law. Please note that since your cost to the Company (CTC) includes employee's as well as employer's contribution to Provident Fund, appropriate adjustment in your monthly salary will be made for Provident Fund contributions as per applicable laws/regulations in existence (or amendments from time to time). Withdrawal (if any) from Provident Fund is regulated by the government of India and is subject to government approvals and prevailing laws (amended from time to time). Any person desirous of such withdrawal need to comply with applicable law and procedures laid down by the authorities.

### **Benefits applicable for current Company financial year:**

In addition to your annual total cash compensation, you will be eligible for following benefits, which will be governed by Company policy:

Insurance policy	Coverage for	Coverage amount	Premium paid by
Medical	Self, Spouse/partner (if you identify yourself as lesbian, gay, bisexual and transgender) & 2 Dependent children	INR 3,00,000/- per annum	Company
Personal Accident	Self	Up to 3 times of annual fixed compensation	Company
Life	Self	Equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000/-	Company
Future Service Liability	Self	Up to INR 20,00,000/-	Company
Employee Deposit Linked Insurance (EDLI)	Self	INR 7,05,000/- (If you contribute towards Employee Provident Fund)	Company

1. Medical:

a) Medical Insurance for self, spouse and 2 dependent children up to INR 3,00,000 per annum. This plan allows for coverage of pre-existing ailments. This is as per current arrangement with our Insurer and is subject to review from time to time.

b) You have the option of availing Accenture negotiated rates to cover your parents, parents-in-law and siblings up to INR 10,00,000 & any additional child up to INR 5,00,000 under a separate Insurance plan. You also can avail optional Top-Up and/or Critical Illness Policy for yourself and your dependents (spouse and 2 children) up to INR 10,00,000. The entire premium for this will have to be borne by you. These plans allow for coverage of pre-existing ailments. This is as per current arrangement with our Insurer and is subject to review from time to time.

c) For Permissible claims under the Medical Insurance plans detailed above, you will be required to contribute a defined percentage of each claim, as under:

- 10% of such claims for self, spouse and 2 dependent children
- 20% of such claims for parents, parent's in-law, siblings, and additional children under the separate Insurance plan.

2. Personal Accident coverage for self, up to three times your annual fixed compensation.

a) You have the option of availing Supplemental Accident cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.

3. Life Insurance coverage equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000.

a) You have the option of availing Supplemental Life cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.

4. # (D) Gratuity amount shown above is an indicative approximation of your annual eligibility, and the final payout of any gratuity amount will be determined in accordance with the applicable provisions of the Payment of Gratuity Act, 1972 (as may be amended from time to time), payable as per the Company policy on your exit.

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a) Employee Stock Purchase Plan (ESPP): The Employee Share Purchase Plan gives the employee an opportunity to purchase Class A common shares in Accenture Limited at a discount through payroll contributions. By participating in this plan, an employee can develop his / her ownership in Accenture and increase his/ her stake in Accenture's success.

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- One time relocation allowance subject to a maximum of INR 2500.00/- on submission of actual supporting as per policy.
- Transport facility, as per Company guidelines, can be availed at no cost.

Details pertaining to relocation allowance will be provided to you at the time of joining the Company. In the unlikely event you choose to

leave the Company, or your services are terminated, before the completion of 1 year of employment with the Company, the relocation assistance will be construed as debt due and payable by you and should be repaid on termination of your employment. Any dues payable by you on termination will be recovered from your final settlement to the extent possible.

The Company may, at any time and in its sole and absolute discretion, amend, suspend, vary and modify any of the terms and conditions of the above benefits & guidelines.

**From the date of your joining, the compensation and benefits mentioned in this annexure will be applicable to you until any further communication from the Company.**

**GST Clause:**

Following the implementation to the GST regulations with effect from July 1st 2017, please note the treatment to any continuing obligations that you have, pursuant to any signing/joining/relocation/retention bonus as per the terms of your employment, will be as under:

Any signing, joining, relocation or retention bonus received by you will be paid along with salary of the relevant or succeeding pay month. This amount is recoverable as per your employment terms, if your service commitment with Accenture change. Any such recovery or adjustment shall be made from your salary pertaining to the service month before your last working day in the Company. Any shortfalls will be adjusted against any further amounts due and payable to you.

**General Tax:**

All compensation will be paid to you after deduction of tax at source, in accordance with applicable law. You will be solely liable for your personal tax liabilities, as per applicable law, both in India and abroad.

## **ANNEXURE II**

### **Mandatory documentation at the time of onboarding:**

- 1.Two copies of your recent passport size photographs.
  - 2.Original marksheet of all semester (PG/UG).
  - 3.Original provisional degree certificate or convocation degree certificate.
  - 4.Copy of X, XII and all semester mark sheets of PG & UG Degrees.
  - 5.Copy of Degree/PG/Diploma (as applicable) certificates.
  - 6.Passport copy, if available (if not please apply immediately).
  - 7.Pan Card
  8. Copy of Aadhaar Card- We request you to provide for meeting the UAN generation requirement and any other compliance required by governing regulating authorities like EPFO, ESIC, labour welfare fund and others.
- Please note that by voluntarily sharing your Aadhaar details, you are also authorizing us to share it with third parties under contract with the company and which are bound by confidentiality provisions to meet any regulatory requirements and internal procedures of the company including but not limited to making verifications. Do note that the provision of Aadhaar details and seeding Aadhaar with UAN as well as completing KYC requirements of EPFO is necessary and if you are unable to do so this may delay submission of your PF contributions to the regulators.

#### ANNEXURE IV - DECLARATION

I hereby represent and warrant that as of my effective start date of employment with the Company, I will have: (a) terminated my employment with any current/previous employer and any other employment or contractor relationships; and (b) satisfactorily performed and completed all my obligations which apply/applied to me vis-à-vis any current/previous employer and any other employment or contractor relationships

I hereby represent and warrant that I have not, during the course of any current/previous employment and any other employment or contractor relationships, entered into or agreed to any arrangement which may restrict, prohibit or debar or conflict or be inconsistent with my acceptance of the offer made by the Company or employment with the Company, including, but not limited to, any time-bound non-compete agreement, restrictive employment agreement or other restrictive terms.

I hereby represent and warrant that I shall not bring into Accenture premises (or use in any manner) any third party documents (regardless of media) or materials (including but not limited to trade secrets) with myself to Accenture, including any such documents or materials from my previous employer. To the extent I feel that my employment at Accenture would require me to bring any third party documents or materials to Accenture I shall not bring any such documents or materials unless I have taken all permissions/approvals from the third parties before accepting the offer from Accenture. I further represent and warrant that I have not and will not inappropriately disclose or misuse any confidential information obtained from and/or in connection with any current/previous employer and any other employment or contractor relationships. I agree and acknowledge that a breach of this provision shall entitle Accenture to terminate my services with immediate effect.

ACKNOWLEDGED AND AGREED:

\_\_\_\_\_  
**Pricila D**

Date:

Disclaimer

"This document and any attachments to it (in part or in whole the "Communication") are confidential, may constitute inside information and are for the use only of the addressee. The Communication is the property of Accenture and its affiliates and may contain copyright material or intellectual property of Accenture and/or any of its related entities or of third parties. If you are not the intended recipient of the Communication or have received the Communication in error, please notify the sender or Accenture immediately, return the Communication (in entirety) and delete the Communication (in entirety and copies included) from your records and systems. Unauthorized use, disclosure or copying of this Communication or any part thereof is strictly prohibited and may be unlawful. Any views expressed in the Communication are those of the individual sender only, unless expressly stated to be those of Accenture and its affiliates. Accenture does not guarantee the integrity of the Communication, or that it is free from errors, viruses or interference."

# BE YOURSELF, MAKE A DIFFERENCE.



Strictly Private and Confidential

Dear **Priyank**,

Based on our recent discussion with you, we are pleased to extend an offer to join Accenture Solutions Pvt. Ltd. ("Company or Accenture as the case maybe") in our Advanced Technology Centers, India, as per the below terms and conditions:

**Job Profile - Application Development Associate**

**Management Level - 12**

**Job Family Group - Software Engineering**



Please refer to:

- Annexure I for the compensation and benefits details.
- Annexure II for documentation to be submitted by you.
- Annexure III Terms of Employment
- Annexure IV-Declaration

Your employment with Accenture will be governed by the clauses mentioned in the attached 'Terms of Employment' effective from your date of joining. You are required to carefully read and understand these Terms of Employment before responding to this Offer. This Offer and your employment with Accenture is subject to successful completion of the qualifying examination from your college , as well as satisfactory completion of verification and/or background or reference checks, which may occur at any time prior to or after your effective start date.



You agree and affirm that the information (personal or otherwise) shared by you at the time of registration is accurate, factually correct, and complete and no material information has been withheld by you. Accenture is providing this offer of employment basis preliminary information provided by you at the registration stage and a declaration concerning your agreement with the eligibility criteria. You understand and acknowledge that your employment with Accenture shall be subject to further verification of details and materials/ documents provided to Accenture as well as any further verification deemed necessary to finalize your candidature. You shall continue to meet the eligibility criteria up till and on the date of joining Accenture (if applicable) and agree that Accenture has the right to revoke the offer of employment, in case of failure of verification, or if you are not meeting the eligibility criteria or in case of any misrepresentation at your end.

Your onboarding date will be intimated to you over a separate e-mail by Accenture onboarding team few weeks prior to your actual onboarding date. You will receive an email from Onboarding.doc.ase@accenture.com. You are expected to confirm to the same by responding to our email and share your acceptance to join us on the stipulated date.

At Accenture, the health and well-being of our people, our clients and the community is our top priority. We are also committed to complying with all government safety protocols as we bring our people to our offices. To operate offices at full capacity, there is a growing mandate from government authorities to have all employees vaccinated against COVID-19. Considering this, we expect all our employees to be vaccinated. Therefore, you should ensure to take both doses of the COVID-19 vaccine before onboarding, unless your second dose is due post onboarding, and in that circumstance the second dose should be taken within the government prescribed timelines.

Please note that compliance with these provisions is a condition precedent for the offer or your continued employment with the Company.

Fundamental Skill Primers Learning Module: As you are aware that as part of providing our new joiners a unique learning experience, Accenture proposes an online learning module - Fundamental Skill Primers. This document further enhances and details of the learning opportunities and terms of training / assessments that were previously mentioned in your Letter of Intent.

- The learning module of this program is typically made available to you to give you a reasonable time to learn at your pace and comfort.
- After completing the Fundamental Skill Primer Learning, you will need to go through the Fundamental Skill Primer assessment.

Upon joining the Company further Stream training program(s) will be conducted for a specific duration on the specific skill set assigned to you. Periodic assessments will be conducted throughout this training program which you are expected to clear. Each of such assessments including Primer assessment will add towards your final score. A min. of 60% will need to be scored for successful clearance. If you are unable to score 60% in the first attempt, you will have up to two additional attempts and will be required to score minimum 60% marks to clear the stream learning assessments.

Your employment with Accenture is subject to your successful completion of the Stream training program and assessments as mentioned above. If you are unable to clear the Stream training assessments in the given 3 attempts successfully, your services with the Company shall be terminated as per Clause 10 outlined in the Terms of Employment.

By completing 100% of Fundamental Skill Primer online modules before the Fundamental Skill primer assessment and scoring 75% or above in the Fundamental Skill Primer assessment, a potential new joiner will be eligible for a learning Incentive of INR 10,000 provided new joiner is employed with the company for minimum three months.

After acceptance of the offer of employment or any time during the course of your employment with the Company you may be required to undergo drug/alcohol/substance test based on the project you are deployed. This offer and your employment with Accenture are contingent upon you completing tests as per the requirements of the Company and in the instance of failing these tests namely the drug/alcohol/substance test, Accenture may, in its sole discretion, elect to terminate or suspend your employment immediately.

In the event a government body/Authority exercising its jurisdiction and statutory power/Authority seeks information pertaining to any aspect of your employment, the Company shall provide such information to the government body/Authority without any notification to you. The foregoing shall be applicable to information pertaining to your employment being shared in pursuance of statutory requirements/compliance. You may belong to this category and your details will be disclosed to these authorities.

To indicate your acceptance of this Offer and Terms of Employment with Accenture, please confirm your acceptance/rejection by logging on to Accenture Recruitment Portal (<https://india.jobs.accenture.com/default.aspx>) using your unique reference number, candidate identification (CID) and mobile number within 14 days (fourteen days) from the date of this letter, post which the link will be disabled for you. If we do not receive your response before the expiration of 14 days (fourteen days) from the date of this letter, the terms of this Offer of employment will be deemed to have been rejected by you, unless otherwise communicated to you by the Company in writing. Further, at the time of joining you are required to provide all documentation identified in Annexure II along with the signed copy of this Offer letter and Terms of Employment.

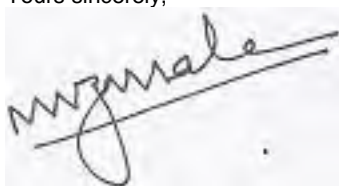
After accepting this Offer, we encourage you visit Countdown to the Company-

(<http://careers.accenture.com/Microsites/countdown/Pages/welcome-india.aspx>). This online, interactive welcome site will help you successfully navigate the first days, weeks and months of your career at Accenture. It will also provide an interesting overview of Company history-as well as tips on how to develop yourself (and your career) in the future.

In case you have a query, please raise them on <https://indiacampus.accenture.com/myzone/accenture/auth/login>

We look forward to hearing from you regarding your decision to join the Company. I wish you a successful career ahead of you and look forward to your joining us.

Yours sincerely,



Mahesh Vasudeo Zurale  
Senior Managing Director  
Lead, Advanced Technology Centers, India

ACKNOWLEDGED AND AGREED

**Priyank**

## ANNEXURE I

### COMPENSATION & BENEFITS

Annual Total Cash compensation structure as per the Company guidelines is:

Total Cash Compensation Elements	
	Annual (INR)
<b>(A) Annual Fixed Compensation</b>	450000/-
<b>(B) Local Variable Bonus (LVB) earning potential (at maximum 8.5%)</b>	32,500/-
<b>Maximum Annual Total earning potential(A+B)</b>	4,15,500/-
<b>(C) Joining Bonus</b>	
<b>Joining Bonus (Refer to the section C)</b>	INR 25,000/-
<b>(D)# Additional Notional Benefits</b>	
Gratuity for each year of service (indicative and assumed value calculated at an approximation of 4.81% of annual basic)	INR 6,400/-
Notional Insurance Premium paid by Company	INR 11,400/-
<b>Annual Total Earning Potential + Additional Notional Benefits (A+B+C+D)</b>	<b>INR 450000/-</b>
<b>(E)##Additional Discretionary Reimbursements</b>	
Annual Internet reimbursement	INR 12,000/- (capped at INR 1,000/- per month)
<b>(F)Optional opportunity to participate in the Employee Share Purchase Plan</b>	
Employee Share Purchase plan – to purchase Accenture plc Class A ordinary shares <b>at 15% discount on the fair market value</b>	INR 5,700/- [discount opportunity with an optional investment of 10% of gross pay and no change in share price]

#### (A) Annual Fixed Compensation

Your annual fixed compensation is INR 3,83,000. This includes allowances structured in accordance with the Company compensation guidelines and applicable statutory norms. Please note the annual fixed compensation includes employer's contribution to Provident Fund, as applicable.

TDS is deducted as applicable from your Income.

#### (B) Local Variable Bonus (LVB)

As part of your annual total cash compensation, you will be eligible to participate in the FY22 Local Variable Bonus program (LVB). Your indicative pay-out can range from 0% to 8.5% of the prorated fixed pay in the Fiscal year, subject to the overall terms and conditions of

the LVB, including but not limited to your individual performance achievements and the Company's performance. In addition to these two components, your LVB is also linked to your Individual Utilization. The Company may, at any time and in its sole and absolute discretion, amend, suspend, withdraw vary and/or modify any of the terms and conditions of the LVB program guidelines. The LVB will be paid out subject to you being on the roles of the Company on the date of disbursement of these pay outs and will be prorated based on your tenure in Accenture India and considering the period of leave without pay during the said fiscal year.

### **(C) Joining Bonus**

You are also eligible for a joining bonus of INR 25,000/- payable upon joining the organization and that will be paid out along with salary of the month of joining or succeeding pay month. In case you leave, or your services are separated from the Company (except for ramp down or redundancies by the Company) before completion of 1 year from the date of joining, then this whole amount shall be recovered from you.

### **Note: For International Worker Only\***

As per Indian Provident Fund (PF) regulations, membership to the Provident Fund is mandatory for all International Workers. Exemptions if any, shall be as per the existing law. Please note that since your cost to the Company (CTC) includes employee's as well as employer's contribution to Provident Fund, appropriate adjustment in your monthly salary will be made for Provident Fund contributions as per applicable laws/regulations in existence (or amendments from time to time). Withdrawal (if any) from Provident Fund is regulated by the government of India and is subject to government approvals and prevailing laws (amended from time to time). Any person desirous of such withdrawal need to comply with applicable law and procedures laid down by the authorities.

### **Benefits applicable for current Company financial year:**

In addition to your annual total cash compensation, you will be eligible for following benefits, which will be governed by Company policy:

Insurance policy	Coverage for	Coverage amount	Premium paid by
Medical	Self, Spouse/partner (if you identify yourself as lesbian, gay, bisexual and transgender) & 2 Dependent children	INR 3,00,000/- per annum	Company
Personal Accident	Self	Up to 3 times of annual fixed compensation	Company
Life	Self	Equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000/-	Company
Future Service Liability	Self	Up to INR 20,00,000/-	Company
Employee Deposit Linked Insurance (EDLI)	Self	INR 7,05,000/- (If you contribute towards Employee Provident Fund)	Company

1. Medical:

a) Medical Insurance for self, spouse and 2 dependent children up to INR 3,00,000 per annum. This plan allows for coverage of pre-existing ailments. This is as per current arrangement with our Insurer and is subject to review from time to time.

b) You have the option of availing Accenture negotiated rates to cover your parents, parents-in-law and siblings up to INR 10,00,000 & any additional child up to INR 5,00,000 under a separate Insurance plan. You also can avail optional Top-Up and/or Critical Illness Policy for yourself and your dependents (spouse and 2 children) up to INR 10,00,000. The entire premium for this will have to be borne by you. These plans allow for coverage of pre-existing ailments. This is as per current arrangement with our Insurer and is subject to review from time to time.

c) For Permissible claims under the Medical Insurance plans detailed above, you will be required to contribute a defined percentage of each claim, as under:

- 10% of such claims for self, spouse and 2 dependent children
- 20% of such claims for parents, parent's in-law, siblings, and additional children under the separate Insurance plan.

2. Personal Accident coverage for self, up to three times your annual fixed compensation.

a) You have the option of availing Supplemental Accident cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.

3. Life Insurance coverage equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000.

a) You have the option of availing Supplemental Life cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.

4. # (D) Gratuity amount shown above is an indicative approximation of your annual eligibility, and the final payout of any gratuity amount will be determined in accordance with the applicable provisions of the Payment of Gratuity Act, 1972 (as may be amended from time to time), payable as per the Company policy on your exit.

# (D) Notional Insurance Premium is an approximation based on individual factors which may include age, level and fixed pay depending on the insurance. Please note that there could hence be a slight difference in the actual premium amount borne by Accenture for your insurance coverage. The premium amount is directly paid by Accenture to the Insurance companies tied up with and will not be paid to you individually. Applicable only for current FY and can be withdrawn at anytime at company's discretion.

## (E) Reimbursements would be approved as per the policies' terms & conditions. The reimbursement amounts are subject to company policy and discretion and maybe updated/reviewed/withdrawn at any time basis company discretion.

5. You will also be eligible for the Employee Stock Purchase Plan, which will provide a 15% Discounted Rate on ACN Stock traded on NYSE.

a) Employee Stock Purchase Plan (ESPP): The Employee Share Purchase Plan gives the employee an opportunity to purchase Class A common shares in Accenture Limited at a discount through payroll contributions. By participating in this plan, an employee can develop his / her ownership in Accenture and increase his/ her stake in Accenture's success.

6. Accenture provides you with access to the Employee Assistance Program (EAP) at no cost. EAP helps you and your immediate family members deal with work-life stressors, family issues, financial concerns, relationship problems, and even drug or legal concerns. The EAP services cover up to 5 in-person visits, short-term counseling, confidential access to assessments, referrals and follow-up service

In addition to the above, you will also be eligible for the following benefits:

- One time relocation allowance subject to a maximum of INR 2500.00/- on submission of actual supporting as per policy.
- Transport facility, as per Company guidelines, can be availed at no cost.

Details pertaining to relocation allowance will be provided to you at the time of joining the Company. In the unlikely event you choose to

leave the Company, or your services are terminated, before the completion of 1 year of employment with the Company, the relocation assistance will be construed as debt due and payable by you and should be repaid on termination of your employment. Any dues payable by you on termination will be recovered from your final settlement to the extent possible.

The Company may, at any time and in its sole and absolute discretion, amend, suspend, vary and modify any of the terms and conditions of the above benefits & guidelines.

**From the date of your joining, the compensation and benefits mentioned in this annexure will be applicable to you until any further communication from the Company.**

**GST Clause:**

Following the implementation to the GST regulations with effect from July 1st 2017, please note the treatment to any continuing obligations that you have, pursuant to any signing/joining/relocation/retention bonus as per the terms of your employment, will be as under:

Any signing, joining, relocation or retention bonus received by you will be paid along with salary of the relevant or succeeding pay month. This amount is recoverable as per your employment terms, if your service commitment with Accenture change. Any such recovery or adjustment shall be made from your salary pertaining to the service month before your last working day in the Company. Any shortfalls will be adjusted against any further amounts due and payable to you.

**General Tax:**

All compensation will be paid to you after deduction of tax at source, in accordance with applicable law. You will be solely liable for your personal tax liabilities, as per applicable law, both in India and abroad.

## **ANNEXURE II**

### **Mandatory documentation at the time of onboarding:**

1. Two copies of your recent passport size photographs.
  2. Original marksheet of all semester (PG/UG).
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  4. Copy of X, XII and all semester mark sheets of PG & UG Degrees.
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  6. Passport copy, if available (if not please apply immediately).
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  8. Copy of Aadhaar Card- We request you to provide for meeting the UAN generation requirement and any other compliance required by governing regulating authorities like EPFO, ESIC, labour welfare fund and others.
- Please note that by voluntarily sharing your Aadhaar details, you are also authorizing us to share it with third parties under contract with the company and which are bound by confidentiality provisions to meet any regulatory requirements and internal procedures of the company including but not limited to making verifications. Do note that the provision of Aadhaar details and seeding Aadhaar with UAN as well as completing KYC requirements of EPFO is necessary and if you are unable to do so this may delay submission of your PF contributions to the regulators.

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ACKNOWLEDGED AND AGREED:

\_\_\_\_\_  
**Priyank**

Date:

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# BE YOURSELF, MAKE A DIFFERENCE.



Strictly Private and Confidential

Dear **Rhea Kanchan**,

Based on our recent discussion with you, we are pleased to extend an offer to join Accenture Solutions Pvt. Ltd. ("Company or Accenture as the case maybe") in our Advanced Technology Centers, India, as per the below terms and conditions:

**Job Profile - Application Development Associate**

**Management Level - 12**

**Job Family Group - Software Engineering**



Please refer to:

- Annexure I for the compensation and benefits details.
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At Accenture, the health and well-being of our people, our clients and the community is our top priority. We are also committed to complying with all government safety protocols as we bring our people to our offices. To operate offices at full capacity, there is a growing mandate from government authorities to have all employees vaccinated against COVID-19. Considering this, we expect all our employees to be vaccinated. Therefore, you should ensure to take both doses of the COVID-19 vaccine before onboarding, unless your second dose is due post onboarding, and in that circumstance the second dose should be taken within the government prescribed timelines.

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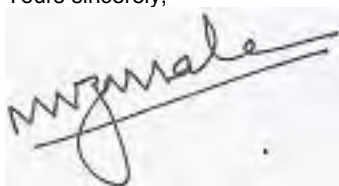
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In case you have a query, please raise them on <https://indiacampus.accenture.com/myzone/accenture/auth/login>

We look forward to hearing from you regarding your decision to join the Company. I wish you a successful career ahead of you and look forward to your joining us.

Yours sincerely,



Mahesh Vasudeo Zurale  
Senior Managing Director  
Lead, Advanced Technology Centers, India

ACKNOWLEDGED AND AGREED

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**Rhea Kanchan**

## ANNEXURE I

### COMPENSATION & BENEFITS

Annual Total Cash compensation structure as per the Company guidelines is:

Total Cash Compensation Elements	
	Annual (INR)
<b>(A) Annual Fixed Compensation</b>	450000/-
<b>(B) Local Variable Bonus (LVB) earning potential (at maximum 8.5%)</b>	32,500/-
<b>Maximum Annual Total earning potential(A+B)</b>	4,15,500/-
<b>(C) Joining Bonus</b>	
<b>Joining Bonus (Refer to the section C)</b>	INR 25,000/-
<b>(D)# Additional Notional Benefits</b>	
Gratuity for each year of service (indicative and assumed value calculated at an approximation of 4.81% of annual basic)	INR 6,400/-
Notional Insurance Premium paid by Company	INR 11,400/-
<b>Annual Total Earning Potential + Additional Notional Benefits (A+B+C+D)</b>	<b>INR 450000/-</b>
<b>(E)##Additional Discretionary Reimbursements</b>	
Annual Internet reimbursement	INR 12,000/- (capped at INR 1,000/- per month)
<b>(F)Optional opportunity to participate in the Employee Share Purchase Plan</b>	
Employee Share Purchase plan – to purchase Accenture plc Class A ordinary shares <b>at 15% discount on the fair market value</b>	INR 5,700/- [discount opportunity with an optional investment of 10% of gross pay and no change in share price]

#### (A) Annual Fixed Compensation

Your annual fixed compensation is INR 3,83,000. This includes allowances structured in accordance with the Company compensation guidelines and applicable statutory norms. Please note the annual fixed compensation includes employer's contribution to Provident Fund, as applicable.

TDS is deducted as applicable from your Income.

#### (B) Local Variable Bonus (LVB)

As part of your annual total cash compensation, you will be eligible to participate in the FY22 Local Variable Bonus program (LVB). Your indicative pay-out can range from 0% to 8.5% of the prorated fixed pay in the Fiscal year, subject to the overall terms and conditions of

the LVB, including but not limited to your individual performance achievements and the Company's performance. In addition to these two components, your LVB is also linked to your Individual Utilization. The Company may, at any time and in its sole and absolute discretion, amend, suspend, withdraw vary and/or modify any of the terms and conditions of the LVB program guidelines. The LVB will be paid out subject to you being on the roles of the Company on the date of disbursement of these pay outs and will be prorated based on your tenure in Accenture India and considering the period of leave without pay during the said fiscal year.

### **(C) Joining Bonus**

You are also eligible for a joining bonus of INR 25,000/- payable upon joining the organization and that will be paid out along with salary of the month of joining or succeeding pay month. In case you leave, or your services are separated from the Company (except for ramp down or redundancies by the Company) before completion of 1 year from the date of joining, then this whole amount shall be recovered from you.

### **Note: For International Worker Only\***

As per Indian Provident Fund (PF) regulations, membership to the Provident Fund is mandatory for all International Workers. Exemptions if any, shall be as per the existing law. Please note that since your cost to the Company (CTC) includes employee's as well as employer's contribution to Provident Fund, appropriate adjustment in your monthly salary will be made for Provident Fund contributions as per applicable laws/regulations in existence (or amendments from time to time). Withdrawal (if any) from Provident Fund is regulated by the government of India and is subject to government approvals and prevailing laws (amended from time to time). Any person desirous of such withdrawal need to comply with applicable law and procedures laid down by the authorities.

### **Benefits applicable for current Company financial year:**

In addition to your annual total cash compensation, you will be eligible for following benefits, which will be governed by Company policy:

Insurance policy	Coverage for	Coverage amount	Premium paid by
Medical	Self, Spouse/partner (if you identify yourself as lesbian, gay, bisexual and transgender) & 2 Dependent children	INR 3,00,000/- per annum	Company
Personal Accident	Self	Up to 3 times of annual fixed compensation	Company
Life	Self	Equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000/-	Company
Future Service Liability	Self	Up to INR 20,00,000/-	Company
Employee Deposit Linked Insurance (EDLI)	Self	INR 7,05,000/- (If you contribute towards Employee Provident Fund)	Company

1. Medical:

a) Medical Insurance for self, spouse and 2 dependent children up to INR 3,00,000 per annum. This plan allows for coverage of pre-existing ailments. This is as per current arrangement with our Insurer and is subject to review from time to time.

b) You have the option of availing Accenture negotiated rates to cover your parents, parents-in-law and siblings up to INR 10,00,000 & any additional child up to INR 5,00,000 under a separate Insurance plan. You also can avail optional Top-Up and/or Critical Illness Policy for yourself and your dependents (spouse and 2 children) up to INR 10,00,000. The entire premium for this will have to be borne by you. These plans allow for coverage of pre-existing ailments. This is as per current arrangement with our Insurer and is subject to review from time to time.

c) For Permissible claims under the Medical Insurance plans detailed above, you will be required to contribute a defined percentage of each claim, as under:

- 10% of such claims for self, spouse and 2 dependent children
- 20% of such claims for parents, parent's in-law, siblings, and additional children under the separate Insurance plan.

2. Personal Accident coverage for self, up to three times your annual fixed compensation.

a) You have the option of availing Supplemental Accident cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.

3. Life Insurance coverage equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000.

a) You have the option of availing Supplemental Life cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.

4. # (D) Gratuity amount shown above is an indicative approximation of your annual eligibility, and the final payout of any gratuity amount will be determined in accordance with the applicable provisions of the Payment of Gratuity Act, 1972 (as may be amended from time to time), payable as per the Company policy on your exit.

# (D) Notional Insurance Premium is an approximation based on individual factors which may include age, level and fixed pay depending on the insurance. Please note that there could hence be a slight difference in the actual premium amount borne by Accenture for your insurance coverage. The premium amount is directly paid by Accenture to the Insurance companies tied up with and will not be paid to you individually. Applicable only for current FY and can be withdrawn at anytime at company's discretion.

## (E) Reimbursements would be approved as per the policies' terms & conditions. The reimbursement amounts are subject to company policy and discretion and maybe updated/reviewed/withdrawn at any time basis company discretion.

5. You will also be eligible for the Employee Stock Purchase Plan, which will provide a 15% Discounted Rate on ACN Stock traded on NYSE.

a) Employee Stock Purchase Plan (ESPP): The Employee Share Purchase Plan gives the employee an opportunity to purchase Class A common shares in Accenture Limited at a discount through payroll contributions. By participating in this plan, an employee can develop his / her ownership in Accenture and increase his/ her stake in Accenture's success.

6. Accenture provides you with access to the Employee Assistance Program (EAP) at no cost. EAP helps you and your immediate family members deal with work-life stressors, family issues, financial concerns, relationship problems, and even drug or legal concerns. The EAP services cover up to 5 in-person visits, short-term counseling, confidential access to assessments, referrals and follow-up service

In addition to the above, you will also be eligible for the following benefits:

- One time relocation allowance subject to a maximum of INR 2500.00/- on submission of actual supporting as per policy.
- Transport facility, as per Company guidelines, can be availed at no cost.

Details pertaining to relocation allowance will be provided to you at the time of joining the Company. In the unlikely event you choose to

leave the Company, or your services are terminated, before the completion of 1 year of employment with the Company, the relocation assistance will be construed as debt due and payable by you and should be repaid on termination of your employment. Any dues payable by you on termination will be recovered from your final settlement to the extent possible.

The Company may, at any time and in its sole and absolute discretion, amend, suspend, vary and modify any of the terms and conditions of the above benefits & guidelines.

**From the date of your joining, the compensation and benefits mentioned in this annexure will be applicable to you until any further communication from the Company.**

**GST Clause:**

Following the implementation to the GST regulations with effect from July 1st 2017, please note the treatment to any continuing obligations that you have, pursuant to any signing/joining/relocation/retention bonus as per the terms of your employment, will be as under:

Any signing, joining, relocation or retention bonus received by you will be paid along with salary of the relevant or succeeding pay month. This amount is recoverable as per your employment terms, if your service commitment with Accenture change. Any such recovery or adjustment shall be made from your salary pertaining to the service month before your last working day in the Company. Any shortfalls will be adjusted against any further amounts due and payable to you.

**General Tax:**

All compensation will be paid to you after deduction of tax at source, in accordance with applicable law. You will be solely liable for your personal tax liabilities, as per applicable law, both in India and abroad.

## **ANNEXURE II**

### **Mandatory documentation at the time of onboarding:**

- 1.Two copies of your recent passport size photographs.
  - 2.Original marksheet of all semester (PG/UG).
  - 3.Original provisional degree certificate or convocation degree certificate.
  - 4.Copy of X, XII and all semester mark sheets of PG & UG Degrees.
  - 5.Copy of Degree/PG/Diploma (as applicable) certificates.
  - 6.Passport copy, if available (if not please apply immediately).
  - 7.Pan Card
  8. Copy of Aadhaar Card- We request you to provide for meeting the UAN generation requirement and any other compliance required by governing regulating authorities like EPFO, ESIC, labour welfare fund and others.
- Please note that by voluntarily sharing your Aadhaar details, you are also authorizing us to share it with third parties under contract with the company and which are bound by confidentiality provisions to meet any regulatory requirements and internal procedures of the company including but not limited to making verifications. Do note that the provision of Aadhaar details and seeding Aadhaar with UAN as well as completing KYC requirements of EPFO is necessary and if you are unable to do so this may delay submission of your PF contributions to the regulators.



#### **ANNEXURE IV - DECLARATION**

I hereby represent and warrant that as of my effective start date of employment with the Company, I will have: (a) terminated my employment with any current/previous employer and any other employment or contractor relationships; and (b) satisfactorily performed and completed all my obligations which apply/applied to me vis-à-vis any current/previous employer and any other employment or contractor relationships

I hereby represent and warrant that I have not, during the course of any current/previous employment and any other employment or contractor relationships, entered into or agreed to any arrangement which may restrict, prohibit or debar or conflict or be inconsistent with my acceptance of the offer made by the Company or employment with the Company, including, but not limited to, any time-bound non-compete agreement, restrictive employment agreement or other restrictive terms.

I hereby represent and warrant that I shall not bring into Accenture premises (or use in any manner) any third party documents (regardless of media) or materials (including but not limited to trade secrets) with myself to Accenture, including any such documents or materials from my previous employer. To the extent I feel that my employment at Accenture would require me to bring any third party documents or materials to Accenture I shall not bring any such documents or materials unless I have taken all permissions/approvals from the third parties before accepting the offer from Accenture. I further represent and warrant that I have not and will not inappropriately disclose or misuse any confidential information obtained from and/or in connection with any current/previous employer and any other employment or contractor relationships. I agree and acknowledge that a breach of this provision shall entitle Accenture to terminate my services with immediate effect.

ACKNOWLEDGED AND AGREED:

\_\_\_\_\_  
**Rhea Kanchan**

Date:

Disclaimer

"This document and any attachments to it (in part or in whole the "Communication") are confidential, may constitute inside information and are for the use only of the addressee. The Communication is the property of Accenture and its affiliates and may contain copyright material or intellectual property of Accenture and/or any of its related entities or of third parties. If you are not the intended recipient of the Communication or have received the Communication in error, please notify the sender or Accenture immediately, return the Communication (in entirety) and delete the Communication (in entirety and copies included) from your records and systems. Unauthorized use, disclosure or copying of this Communication or any part thereof is strictly prohibited and may be unlawful. Any views expressed in the Communication are those of the individual sender only, unless expressly stated to be those of Accenture and its affiliates. Accenture does not guarantee the integrity of the Communication, or that it is free from errors, viruses or interference."

# BE YOURSELF, MAKE A DIFFERENCE.



Strictly Private and Confidential

Dear **Rohan E,**

Based on our recent discussion with you, we are pleased to extend an offer to join Accenture Solutions Pvt. Ltd. ("Company or Accenture as the case maybe") in our Advanced Technology Centers, India, as per the below terms and conditions:

**Job Profile - Application Development Associate**

**Management Level - 12**

**Job Family Group - Software Engineering**



Please refer to:

- Annexure I for the compensation and benefits details.
- Annexure II for documentation to be submitted by you.
- Annexure III Terms of Employment
- Annexure IV-Declaration

Your employment with Accenture will be governed by the clauses mentioned in the attached 'Terms of Employment' effective from your date of joining. You are required to carefully read and understand these Terms of Employment before responding to this Offer. This Offer and your employment with Accenture is subject to successful completion of the qualifying examination from your college , as well as satisfactory completion of verification and/or background or reference checks, which may occur at any time prior to or after your effective start date.

You agree and affirm that the information (personal or otherwise) shared by you at the time of registration is accurate, factually correct, and complete and no material information has been withheld by you. Accenture is providing this offer of employment basis preliminary information provided by you at the registration stage and a declaration concerning your agreement with the eligibility criteria. You understand and acknowledge that your employment with Accenture shall be subject to further verification of details and materials/ documents provided to Accenture as well as any further verification deemed necessary to finalize your candidature. You shall continue to meet the eligibility criteria up till and on the date of joining Accenture (if applicable) and agree that Accenture has the right to revoke the offer of employment, in case of failure of verification, or if you are not meeting the eligibility criteria or in case of any misrepresentation at your end.

Your onboarding date will be intimated to you over a separate e-mail by Accenture onboarding team few weeks prior to your actual onboarding date. You will receive an email from Onboarding.doc.ase@accenture.com. You are expected to confirm to the same by responding to our email and share your acceptance to join us on the stipulated date.

At Accenture, the health and well-being of our people, our clients and the community is our top priority. We are also committed to complying with all government safety protocols as we bring our people to our offices. To operate offices at full capacity, there is a growing mandate from government authorities to have all employees vaccinated against COVID-19. Considering this, we expect all our employees to be vaccinated. Therefore, you should ensure to take both doses of the COVID-19 vaccine before onboarding, unless your second dose is due post onboarding, and in that circumstance the second dose should be taken within the government prescribed timelines.

Please note that compliance with these provisions is a condition precedent for the offer or your continued employment with the Company.

Fundamental Skill Primers Learning Module: As you are aware that as part of providing our new joiners a unique learning experience, Accenture proposes an online learning module - Fundamental Skill Primers. This document further enhances and details of the learning opportunities and terms of training / assessments that were previously mentioned in your Letter of Intent.

- The learning module of this program is typically made available to you to give you a reasonable time to learn at your pace and comfort.
- After completing the Fundamental Skill Primer Learning, you will need to go through the Fundamental Skill Primer assessment.

Upon joining the Company further Stream training program(s) will be conducted for a specific duration on the specific skill set assigned to you. Periodic assessments will be conducted throughout this training program which you are expected to clear. Each of such assessments including Primer assessment will add towards your final score. A min. of 60% will need to be scored for successful clearance. If you are unable to score 60% in the first attempt, you will have up to two additional attempts and will be required to score minimum 60% marks to clear the stream learning assessments.

Your employment with Accenture is subject to your successful completion of the Stream training program and assessments as mentioned above. If you are unable to clear the Stream training assessments in the given 3 attempts successfully, your services with the Company shall be terminated as per Clause 10 outlined in the Terms of Employment.

By completing 100% of Fundamental Skill Primer online modules before the Fundamental Skill primer assessment and scoring 75% or above in the Fundamental Skill Primer assessment, a potential new joiner will be eligible for a learning Incentive of INR 10,000 provided new joiner is employed with the company for minimum three months.

After acceptance of the offer of employment or any time during the course of your employment with the Company you may be required to undergo drug/alcohol/substance test based on the project you are deployed. This offer and your employment with Accenture are contingent upon you completing tests as per the requirements of the Company and in the instance of failing these tests namely the drug/alcohol/substance test, Accenture may, in its sole discretion, elect to terminate or suspend your employment immediately.

In the event a government body/Authority exercising its jurisdiction and statutory power/Authority seeks information pertaining to any aspect of your employment, the Company shall provide such information to the government body/Authority without any notification to you. The foregoing shall be applicable to information pertaining to your employment being shared in pursuance of statutory requirements/compliance. You may belong to this category and your details will be disclosed to these authorities.

To indicate your acceptance of this Offer and Terms of Employment with Accenture, please confirm your acceptance/rejection by logging on to Accenture Recruitment Portal (<https://india.jobs.accenture.com/default.aspx>) using your unique reference number, candidate identification (CID) and mobile number within 14 days (fourteen days) from the date of this letter, post which the link will be disabled for you. If we do not receive your response before the expiration of 14 days (fourteen days) from the date of this letter, the terms of this Offer of employment will be deemed to have been rejected by you, unless otherwise communicated to you by the Company in writing. Further, at the time of joining you are required to provide all documentation identified in Annexure II along with the signed copy of this Offer letter and Terms of Employment.

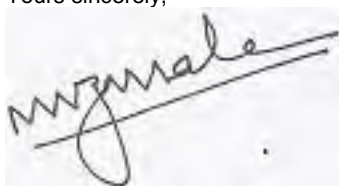
After accepting this Offer, we encourage you visit Countdown to the Company-

(<http://careers.accenture.com/Microsites/countdown/Pages/welcome-india.aspx>). This online, interactive welcome site will help you successfully navigate the first days, weeks and months of your career at Accenture. It will also provide an interesting overview of Company history-as well as tips on how to develop yourself (and your career) in the future.

In case you have a query, please raise them on <https://indiacampus.accenture.com/myzone/accenture/auth/login>

We look forward to hearing from you regarding your decision to join the Company. I wish you a successful career ahead of you and look forward to your joining us.

Yours sincerely,



Mahesh Vasudeo Zurale  
Senior Managing Director  
Lead, Advanced Technology Centers, India

ACKNOWLEDGED AND AGREED

---

Rohan E

## ANNEXURE I

### COMPENSATION & BENEFITS

Annual Total Cash compensation structure as per the Company guidelines is:

Total Cash Compensation Elements	
	Annual (INR)
<b>(A) Annual Fixed Compensation</b>	450000/-
<b>(B) Local Variable Bonus (LVB) earning potential (at maximum 8.5%)</b>	32,500/-
<b>Maximum Annual Total earning potential(A+B)</b>	4,15,500/-
<b>(C) Joining Bonus</b>	
<b>Joining Bonus (Refer to the section C)</b>	INR 25,000/-
<b>(D)# Additional Notional Benefits</b>	
Gratuity for each year of service (indicative and assumed value calculated at an approximation of 4.81% of annual basic)	INR 6,400/-
Notional Insurance Premium paid by Company	INR 11,400/-
<b>Annual Total Earning Potential + Additional Notional Benefits (A+B+C+D)</b>	<b>INR 450000/-</b>
<b>(E)##Additional Discretionary Reimbursements</b>	
Annual Internet reimbursement	INR 12,000/- (capped at INR 1,000/- per month)
<b>(F)Optional opportunity to participate in the Employee Share Purchase Plan</b>	
Employee Share Purchase plan – to purchase Accenture plc Class A ordinary shares <b>at 15% discount on the fair market value</b>	INR 5,700/- [discount opportunity with an optional investment of 10% of gross pay and no change in share price]

#### (A) Annual Fixed Compensation

Your annual fixed compensation is INR 3,83,000. This includes allowances structured in accordance with the Company compensation guidelines and applicable statutory norms. Please note the annual fixed compensation includes employer's contribution to Provident Fund, as applicable.

TDS is deducted as applicable from your Income.

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As part of your annual total cash compensation, you will be eligible to participate in the FY22 Local Variable Bonus program (LVB). Your indicative pay-out can range from 0% to 8.5% of the prorated fixed pay in the Fiscal year, subject to the overall terms and conditions of

the LVB, including but not limited to your individual performance achievements and the Company's performance. In addition to these two components, your LVB is also linked to your Individual Utilization. The Company may, at any time and in its sole and absolute discretion, amend, suspend, withdraw vary and/or modify any of the terms and conditions of the LVB program guidelines. The LVB will be paid out subject to you being on the roles of the Company on the date of disbursement of these pay outs and will be prorated based on your tenure in Accenture India and considering the period of leave without pay during the said fiscal year.

### **(C) Joining Bonus**

You are also eligible for a joining bonus of INR 25,000/- payable upon joining the organization and that will be paid out along with salary of the month of joining or succeeding pay month. In case you leave, or your services are separated from the Company (except for ramp down or redundancies by the Company) before completion of 1 year from the date of joining, then this whole amount shall be recovered from you.

### **Note: For International Worker Only\***

As per Indian Provident Fund (PF) regulations, membership to the Provident Fund is mandatory for all International Workers. Exemptions if any, shall be as per the existing law. Please note that since your cost to the Company (CTC) includes employee's as well as employer's contribution to Provident Fund, appropriate adjustment in your monthly salary will be made for Provident Fund contributions as per applicable laws/regulations in existence (or amendments from time to time). Withdrawal (if any) from Provident Fund is regulated by the government of India and is subject to government approvals and prevailing laws (amended from time to time). Any person desirous of such withdrawal need to comply with applicable law and procedures laid down by the authorities.

### **Benefits applicable for current Company financial year:**

In addition to your annual total cash compensation, you will be eligible for following benefits, which will be governed by Company policy:

Insurance policy	Coverage for	Coverage amount	Premium paid by
Medical	Self, Spouse/partner (if you identify yourself as lesbian, gay, bisexual and transgender) & 2 Dependent children	INR 3,00,000/- per annum	Company
Personal Accident	Self	Up to 3 times of annual fixed compensation	Company
Life	Self	Equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000/-	Company
Future Service Liability	Self	Up to INR 20,00,000/-	Company
Employee Deposit Linked Insurance (EDLI)	Self	INR 7,05,000/- (If you contribute towards Employee Provident Fund)	Company

1. Medical:

a) Medical Insurance for self, spouse and 2 dependent children up to INR 3,00,000 per annum. This plan allows for coverage of pre-existing ailments. This is as per current arrangement with our Insurer and is subject to review from time to time.

b) You have the option of availing Accenture negotiated rates to cover your parents, parents-in-law and siblings up to INR 10,00,000 & any additional child up to INR 5,00,000 under a separate Insurance plan. You also can avail optional Top-Up and/or Critical Illness Policy for yourself and your dependents (spouse and 2 children) up to INR 10,00,000. The entire premium for this will have to be borne by you. These plans allow for coverage of pre-existing ailments. This is as per current arrangement with our Insurer and is subject to review from time to time.

c) For Permissible claims under the Medical Insurance plans detailed above, you will be required to contribute a defined percentage of each claim, as under:

- 10% of such claims for self, spouse and 2 dependent children
- 20% of such claims for parents, parent's in-law, siblings, and additional children under the separate Insurance plan.

2. Personal Accident coverage for self, up to three times your annual fixed compensation.

a) You have the option of availing Supplemental Accident cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.

3. Life Insurance coverage equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000.

a) You have the option of availing Supplemental Life cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.

4. # (D) Gratuity amount shown above is an indicative approximation of your annual eligibility, and the final payout of any gratuity amount will be determined in accordance with the applicable provisions of the Payment of Gratuity Act, 1972 (as may be amended from time to time), payable as per the Company policy on your exit.

# (D) Notional Insurance Premium is an approximation based on individual factors which may include age, level and fixed pay depending on the insurance. Please note that there could hence be a slight difference in the actual premium amount borne by Accenture for your insurance coverage. The premium amount is directly paid by Accenture to the Insurance companies tied up with and will not be paid to you individually. Applicable only for current FY and can be withdrawn at anytime at company's discretion.

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a) Employee Stock Purchase Plan (ESPP): The Employee Share Purchase Plan gives the employee an opportunity to purchase Class A common shares in Accenture Limited at a discount through payroll contributions. By participating in this plan, an employee can develop his / her ownership in Accenture and increase his/ her stake in Accenture's success.

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In addition to the above, you will also be eligible for the following benefits:

- One time relocation allowance subject to a maximum of INR 2500.00/- on submission of actual supporting as per policy.
- Transport facility, as per Company guidelines, can be availed at no cost.

Details pertaining to relocation allowance will be provided to you at the time of joining the Company. In the unlikely event you choose to

leave the Company, or your services are terminated, before the completion of 1 year of employment with the Company, the relocation assistance will be construed as debt due and payable by you and should be repaid on termination of your employment. Any dues payable by you on termination will be recovered from your final settlement to the extent possible.

The Company may, at any time and in its sole and absolute discretion, amend, suspend, vary and modify any of the terms and conditions of the above benefits & guidelines.

**From the date of your joining, the compensation and benefits mentioned in this annexure will be applicable to you until any further communication from the Company.**

**GST Clause:**

Following the implementation to the GST regulations with effect from July 1st 2017, please note the treatment to any continuing obligations that you have, pursuant to any signing/joining/relocation/retention bonus as per the terms of your employment, will be as under:

Any signing, joining, relocation or retention bonus received by you will be paid along with salary of the relevant or succeeding pay month. This amount is recoverable as per your employment terms, if your service commitment with Accenture change. Any such recovery or adjustment shall be made from your salary pertaining to the service month before your last working day in the Company. Any shortfalls will be adjusted against any further amounts due and payable to you.

**General Tax:**

All compensation will be paid to you after deduction of tax at source, in accordance with applicable law. You will be solely liable for your personal tax liabilities, as per applicable law, both in India and abroad.



## **ANNEXURE II**

### **Mandatory documentation at the time of onboarding:**

1. Two copies of your recent passport size photographs.
  2. Original marksheet of all semester (PG/UG).
  3. Original provisional degree certificate or convocation degree certificate.
  4. Copy of X, XII and all semester mark sheets of PG & UG Degrees.
  5. Copy of Degree/PG/Diploma (as applicable) certificates.
  6. Passport copy, if available (if not please apply immediately).
  7. Pan Card
  8. Copy of Aadhaar Card- We request you to provide for meeting the UAN generation requirement and any other compliance required by governing regulating authorities like EPFO, ESIC, labour welfare fund and others.
- Please note that by voluntarily sharing your Aadhaar details, you are also authorizing us to share it with third parties under contract with the company and which are bound by confidentiality provisions to meet any regulatory requirements and internal procedures of the company including but not limited to making verifications. Do note that the provision of Aadhaar details and seeding Aadhaar with UAN as well as completing KYC requirements of EPFO is necessary and if you are unable to do so this may delay submission of your PF contributions to the regulators.

#### **ANNEXURE IV - DECLARATION**

I hereby represent and warrant that as of my effective start date of employment with the Company, I will have: (a) terminated my employment with any current/previous employer and any other employment or contractor relationships; and (b) satisfactorily performed and completed all my obligations which apply/applied to me vis-à-vis any current/previous employer and any other employment or contractor relationships

I hereby represent and warrant that I have not, during the course of any current/previous employment and any other employment or contractor relationships, entered into or agreed to any arrangement which may restrict, prohibit or debar or conflict or be inconsistent with my acceptance of the offer made by the Company or employment with the Company, including, but not limited to, any time-bound non-compete agreement, restrictive employment agreement or other restrictive terms.

I hereby represent and warrant that I shall not bring into Accenture premises (or use in any manner) any third party documents (regardless of media) or materials (including but not limited to trade secrets) with myself to Accenture, including any such documents or materials from my previous employer. To the extent I feel that my employment at Accenture would require me to bring any third party documents or materials to Accenture I shall not bring any such documents or materials unless I have taken all permissions/approvals from the third parties before accepting the offer from Accenture. I further represent and warrant that I have not and will not inappropriately disclose or misuse any confidential information obtained from and/or in connection with any current/previous employer and any other employment or contractor relationships. I agree and acknowledge that a breach of this provision shall entitle Accenture to terminate my services with immediate effect.

ACKNOWLEDGED AND AGREED:

\_\_\_\_\_  
**Rohan E**

Date:

Disclaimer

"This document and any attachments to it (in part or in whole the "Communication") are confidential, may constitute inside information and are for the use only of the addressee. The Communication is the property of Accenture and its affiliates and may contain copyright material or intellectual property of Accenture and/or any of its related entities or of third parties. If you are not the intended recipient of the Communication or have received the Communication in error, please notify the sender or Accenture immediately, return the Communication (in entirety) and delete the Communication (in entirety and copies included) from your records and systems. Unauthorized use, disclosure or copying of this Communication or any part thereof is strictly prohibited and may be unlawful. Any views expressed in the Communication are those of the individual sender only, unless expressly stated to be those of Accenture and its affiliates. Accenture does not guarantee the integrity of the Communication, or that it is free from errors, viruses or interference."

# BE YOURSELF, MAKE A DIFFERENCE.



Strictly Private and Confidential

Dear **Sagar N**,

Based on our recent discussion with you, we are pleased to extend an offer to join Accenture Solutions Pvt. Ltd. ("Company or Accenture as the case maybe") in our Advanced Technology Centers, India, as per the below terms and conditions:

**Job Profile - Application Development Associate**

**Management Level - 12**

**Job Family Group - Software Engineering**



Please refer to:

- Annexure I for the compensation and benefits details.
- Annexure II for documentation to be submitted by you.
- Annexure III Terms of Employment
- Annexure IV-Declaration

Your employment with Accenture will be governed by the clauses mentioned in the attached 'Terms of Employment' effective from your date of joining. You are required to carefully read and understand these Terms of Employment before responding to this Offer. This Offer and your employment with Accenture is subject to successful completion of the qualifying examination from your college , as well as satisfactory completion of verification and/or background or reference checks, which may occur at any time prior to or after your effective start date.

You agree and affirm that the information (personal or otherwise) shared by you at the time of registration is accurate, factually correct, and complete and no material information has been withheld by you. Accenture is providing this offer of employment basis preliminary information provided by you at the registration stage and a declaration concerning your agreement with the eligibility criteria. You understand and acknowledge that your employment with Accenture shall be subject to further verification of details and materials/ documents provided to Accenture as well as any further verification deemed necessary to finalize your candidature. You shall continue to meet the eligibility criteria up till and on the date of joining Accenture (if applicable) and agree that Accenture has the right to revoke the offer of employment, in case of failure of verification, or if you are not meeting the eligibility criteria or in case of any misrepresentation at your end.

Your onboarding date will be intimated to you over a separate e-mail by Accenture onboarding team few weeks prior to your actual onboarding date. You will receive an email from Onboarding.doc.ase@accenture.com. You are expected to confirm to the same by responding to our email and share your acceptance to join us on the stipulated date.

At Accenture, the health and well-being of our people, our clients and the community is our top priority. We are also committed to complying with all government safety protocols as we bring our people to our offices. To operate offices at full capacity, there is a growing mandate from government authorities to have all employees vaccinated against COVID-19. Considering this, we expect all our employees to be vaccinated. Therefore, you should ensure to take both doses of the COVID-19 vaccine before onboarding, unless your second dose is due post onboarding, and in that circumstance the second dose should be taken within the government prescribed timelines.

Please note that compliance with these provisions is a condition precedent for the offer or your continued employment with the Company.

Fundamental Skill Primers Learning Module: As you are aware that as part of providing our new joiners a unique learning experience, Accenture proposes an online learning module - Fundamental Skill Primers. This document further enhances and details of the learning opportunities and terms of training / assessments that were previously mentioned in your Letter of Intent.

- The learning module of this program is typically made available to you to give you a reasonable time to learn at your pace and comfort.
- After completing the Fundamental Skill Primer Learning, you will need to go through the Fundamental Skill Primer assessment.

Upon joining the Company further Stream training program(s) will be conducted for a specific duration on the specific skill set assigned to you. Periodic assessments will be conducted throughout this training program which you are expected to clear. Each of such assessments including Primer assessment will add towards your final score. A min. of 60% will need to be scored for successful clearance. If you are unable to score 60% in the first attempt, you will have up to two additional attempts and will be required to score minimum 60% marks to clear the stream learning assessments.

Your employment with Accenture is subject to your successful completion of the Stream training program and assessments as mentioned above. If you are unable to clear the Stream training assessments in the given 3 attempts successfully, your services with the Company shall be terminated as per Clause 10 outlined in the Terms of Employment.

By completing 100% of Fundamental Skill Primer online modules before the Fundamental Skill primer assessment and scoring 75% or above in the Fundamental Skill Primer assessment, a potential new joiner will be eligible for a learning Incentive of INR 10,000 provided new joiner is employed with the company for minimum three months.

After acceptance of the offer of employment or any time during the course of your employment with the Company you may be required to undergo drug/alcohol/substance test based on the project you are deployed. This offer and your employment with Accenture are contingent upon you completing tests as per the requirements of the Company and in the instance of failing these tests namely the drug/alcohol/substance test, Accenture may, in its sole discretion, elect to terminate or suspend your employment immediately.

In the event a government body/Authority exercising its jurisdiction and statutory power/Authority seeks information pertaining to any aspect of your employment, the Company shall provide such information to the government body/Authority without any notification to you. The foregoing shall be applicable to information pertaining to your employment being shared in pursuance of statutory requirements/compliance. You may belong to this category and your details will be disclosed to these authorities.

To indicate your acceptance of this Offer and Terms of Employment with Accenture, please confirm your acceptance/rejection by logging on to Accenture Recruitment Portal (<https://india.jobs.accenture.com/default.aspx>) using your unique reference number, candidate identification (CID) and mobile number within 14 days (fourteen days) from the date of this letter, post which the link will be disabled for you. If we do not receive your response before the expiration of 14 days (fourteen days) from the date of this letter, the terms of this Offer of employment will be deemed to have been rejected by you, unless otherwise communicated to you by the Company in writing. Further, at the time of joining you are required to provide all documentation identified in Annexure II along with the signed copy of this Offer letter and Terms of Employment.

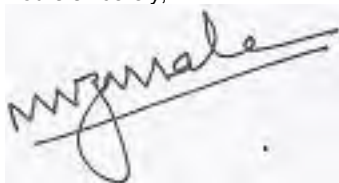
After accepting this Offer, we encourage you visit Countdown to the Company-

(<http://careers.accenture.com/Microsites/countdown/Pages/welcome-india.aspx>). This online, interactive welcome site will help you successfully navigate the first days, weeks and months of your career at Accenture. It will also provide an interesting overview of Company history-as well as tips on how to develop yourself (and your career) in the future.

In case you have a query, please raise them on <https://indiacampus.accenture.com/myzone/accenture/auth/login>

We look forward to hearing from you regarding your decision to join the Company. I wish you a successful career ahead of you and look forward to your joining us.

Yours sincerely,



Mahesh Vasudeo Zurale  
Senior Managing Director  
Lead, Advanced Technology Centers, India

ACKNOWLEDGED AND AGREED

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**Sagar N**

## ANNEXURE I

### COMPENSATION & BENEFITS

Annual Total Cash compensation structure as per the Company guidelines is:

Total Cash Compensation Elements	
	Annual (INR)
<b>(A) Annual Fixed Compensation</b>	450000/-
<b>(B) Local Variable Bonus (LVB) earning potential (at maximum 8.5%)</b>	32,500/-
<b>Maximum Annual Total earning potential(A+B)</b>	4,15,500/-
<b>(C) Joining Bonus</b>	
<b>Joining Bonus (Refer to the section C)</b>	INR 25,000/-
<b>(D)# Additional Notional Benefits</b>	
Gratuity for each year of service (indicative and assumed value calculated at an approximation of 4.81% of annual basic)	INR 6,400/-
Notional Insurance Premium paid by Company	INR 11,400/-
<b>Annual Total Earning Potential + Additional Notional Benefits (A+B+C+D)</b>	<b>INR 450000/-</b>
<b>(E)##Additional Discretionary Reimbursements</b>	
Annual Internet reimbursement	INR 12,000/- (capped at INR 1,000/- per month)
<b>(F)Optional opportunity to participate in the Employee Share Purchase Plan</b>	
Employee Share Purchase plan – to purchase Accenture plc Class A ordinary shares <b>at 15% discount on the fair market value</b>	INR 5,700/- [discount opportunity with an optional investment of 10% of gross pay and no change in share price]

#### (A) Annual Fixed Compensation

Your annual fixed compensation is INR 3,83,000. This includes allowances structured in accordance with the Company compensation guidelines and applicable statutory norms. Please note the annual fixed compensation includes employer's contribution to Provident Fund, as applicable.

TDS is deducted as applicable from your Income.

#### (B) Local Variable Bonus (LVB)

As part of your annual total cash compensation, you will be eligible to participate in the FY22 Local Variable Bonus program (LVB). Your indicative pay-out can range from 0% to 8.5% of the prorated fixed pay in the Fiscal year, subject to the overall terms and conditions of

the LVB, including but not limited to your individual performance achievements and the Company's performance. In addition to these two components, your LVB is also linked to your Individual Utilization. The Company may, at any time and in its sole and absolute discretion, amend, suspend, withdraw vary and/or modify any of the terms and conditions of the LVB program guidelines. The LVB will be paid out subject to you being on the roles of the Company on the date of disbursement of these pay outs and will be prorated based on your tenure in Accenture India and considering the period of leave without pay during the said fiscal year.

### **(C) Joining Bonus**

You are also eligible for a joining bonus of INR 25,000/- payable upon joining the organization and that will be paid out along with salary of the month of joining or succeeding pay month. In case you leave, or your services are separated from the Company (except for ramp down or redundancies by the Company) before completion of 1 year from the date of joining, then this whole amount shall be recovered from you.

### **Note: For International Worker Only\***

As per Indian Provident Fund (PF) regulations, membership to the Provident Fund is mandatory for all International Workers. Exemptions if any, shall be as per the existing law. Please note that since your cost to the Company (CTC) includes employee's as well as employer's contribution to Provident Fund, appropriate adjustment in your monthly salary will be made for Provident Fund contributions as per applicable laws/regulations in existence (or amendments from time to time). Withdrawal (if any) from Provident Fund is regulated by the government of India and is subject to government approvals and prevailing laws (amended from time to time). Any person desirous of such withdrawal need to comply with applicable law and procedures laid down by the authorities.

### **Benefits applicable for current Company financial year:**

In addition to your annual total cash compensation, you will be eligible for following benefits, which will be governed by Company policy:

Insurance policy	Coverage for	Coverage amount	Premium paid by
Medical	Self, Spouse/partner (if you identify yourself as lesbian, gay, bisexual and transgender) & 2 Dependent children	INR 3,00,000/- per annum	Company
Personal Accident	Self	Up to 3 times of annual fixed compensation	Company
Life	Self	Equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000/-	Company
Future Service Liability	Self	Up to INR 20,00,000/-	Company
Employee Deposit Linked Insurance (EDLI)	Self	INR 7,05,000/- (If you contribute towards Employee Provident Fund)	Company

1. Medical:

a) Medical Insurance for self, spouse and 2 dependent children up to INR 3,00,000 per annum. This plan allows for coverage of pre-existing ailments. This is as per current arrangement with our Insurer and is subject to review from time to time.

b) You have the option of availing Accenture negotiated rates to cover your parents, parents-in-law and siblings up to INR 10,00,000 & any additional child up to INR 5,00,000 under a separate Insurance plan. You also can avail optional Top-Up and/or Critical Illness Policy for yourself and your dependents (spouse and 2 children) up to INR 10,00,000. The entire premium for this will have to be borne by you. These plans allow for coverage of pre-existing ailments. This is as per current arrangement with our Insurer and is subject to review from time to time.

c) For Permissible claims under the Medical Insurance plans detailed above, you will be required to contribute a defined percentage of each claim, as under:

- 10% of such claims for self, spouse and 2 dependent children
- 20% of such claims for parents, parent's in-law, siblings, and additional children under the separate Insurance plan.

2. Personal Accident coverage for self, up to three times your annual fixed compensation.

a) You have the option of availing Supplemental Accident cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.

3. Life Insurance coverage equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000.

a) You have the option of availing Supplemental Life cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.

4. # (D) Gratuity amount shown above is an indicative approximation of your annual eligibility, and the final payout of any gratuity amount will be determined in accordance with the applicable provisions of the Payment of Gratuity Act, 1972 (as may be amended from time to time), payable as per the Company policy on your exit.

# (D) Notional Insurance Premium is an approximation based on individual factors which may include age, level and fixed pay depending on the insurance. Please note that there could hence be a slight difference in the actual premium amount borne by Accenture for your insurance coverage. The premium amount is directly paid by Accenture to the Insurance companies tied up with and will not be paid to you individually. Applicable only for current FY and can be withdrawn at anytime at company's discretion.

## (E) Reimbursements would be approved as per the policies' terms & conditions. The reimbursement amounts are subject to company policy and discretion and maybe updated/reviewed/withdrawn at any time basis company discretion.

5. You will also be eligible for the Employee Stock Purchase Plan, which will provide a 15% Discounted Rate on ACN Stock traded on NYSE.

a) Employee Stock Purchase Plan (ESPP): The Employee Share Purchase Plan gives the employee an opportunity to purchase Class A common shares in Accenture Limited at a discount through payroll contributions. By participating in this plan, an employee can develop his / her ownership in Accenture and increase his/ her stake in Accenture's success.

6. Accenture provides you with access to the Employee Assistance Program (EAP) at no cost. EAP helps you and your immediate family members deal with work-life stressors, family issues, financial concerns, relationship problems, and even drug or legal concerns. The EAP services cover up to 5 in-person visits, short-term counseling, confidential access to assessments, referrals and follow-up service

In addition to the above, you will also be eligible for the following benefits:

- One time relocation allowance subject to a maximum of INR 2500.00/- on submission of actual supporting as per policy.
- Transport facility, as per Company guidelines, can be availed at no cost.

Details pertaining to relocation allowance will be provided to you at the time of joining the Company. In the unlikely event you choose to



leave the Company, or your services are terminated, before the completion of 1 year of employment with the Company, the relocation assistance will be construed as debt due and payable by you and should be repaid on termination of your employment. Any dues payable by you on termination will be recovered from your final settlement to the extent possible.

The Company may, at any time and in its sole and absolute discretion, amend, suspend, vary and modify any of the terms and conditions of the above benefits & guidelines.

**From the date of your joining, the compensation and benefits mentioned in this annexure will be applicable to you until any further communication from the Company.**

**GST Clause:**

Following the implementation to the GST regulations with effect from July 1st 2017, please note the treatment to any continuing obligations that you have, pursuant to any signing/joining/relocation/retention bonus as per the terms of your employment, will be as under:

Any signing, joining, relocation or retention bonus received by you will be paid along with salary of the relevant or succeeding pay month. This amount is recoverable as per your employment terms, if your service commitment with Accenture change. Any such recovery or adjustment shall be made from your salary pertaining to the service month before your last working day in the Company. Any shortfalls will be adjusted against any further amounts due and payable to you.

**General Tax:**

All compensation will be paid to you after deduction of tax at source, in accordance with applicable law. You will be solely liable for your personal tax liabilities, as per applicable law, both in India and abroad.

## **ANNEXURE II**

### **Mandatory documentation at the time of onboarding:**

1. Two copies of your recent passport size photographs.
  2. Original marksheet of all semester (PG/UG).
  3. Original provisional degree certificate or convocation degree certificate.
  4. Copy of X, XII and all semester mark sheets of PG & UG Degrees.
  5. Copy of Degree/PG/Diploma (as applicable) certificates.
  6. Passport copy, if available (if not please apply immediately).
  7. Pan Card
  8. Copy of Aadhaar Card- We request you to provide for meeting the UAN generation requirement and any other compliance required by governing regulating authorities like EPFO, ESIC, labour welfare fund and others.
- Please note that by voluntarily sharing your Aadhaar details, you are also authorizing us to share it with third parties under contract with the company and which are bound by confidentiality provisions to meet any regulatory requirements and internal procedures of the company including but not limited to making verifications. Do note that the provision of Aadhaar details and seeding Aadhaar with UAN as well as completing KYC requirements of EPFO is necessary and if you are unable to do so this may delay submission of your PF contributions to the regulators.

#### **ANNEXURE IV - DECLARATION**

I hereby represent and warrant that as of my effective start date of employment with the Company, I will have: (a) terminated my employment with any current/previous employer and any other employment or contractor relationships; and (b) satisfactorily performed and completed all my obligations which apply/applied to me vis-à-vis any current/previous employer and any other employment or contractor relationships

I hereby represent and warrant that I have not, during the course of any current/previous employment and any other employment or contractor relationships, entered into or agreed to any arrangement which may restrict, prohibit or debar or conflict or be inconsistent with my acceptance of the offer made by the Company or employment with the Company, including, but not limited to, any time-bound non-compete agreement, restrictive employment agreement or other restrictive terms.

I hereby represent and warrant that I shall not bring into Accenture premises (or use in any manner) any third party documents (regardless of media) or materials (including but not limited to trade secrets) with myself to Accenture, including any such documents or materials from my previous employer. To the extent I feel that my employment at Accenture would require me to bring any third party documents or materials to Accenture I shall not bring any such documents or materials unless I have taken all permissions/approvals from the third parties before accepting the offer from Accenture. I further represent and warrant that I have not and will not inappropriately disclose or misuse any confidential information obtained from and/or in connection with any current/previous employer and any other employment or contractor relationships. I agree and acknowledge that a breach of this provision shall entitle Accenture to terminate my services with immediate effect.

ACKNOWLEDGED AND AGREED:

\_\_\_\_\_  
**Sagar N**

Date:

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# BE YOURSELF, MAKE A DIFFERENCE.



Strictly Private and Confidential

Dear **Sahana Menasinakai**,

Based on our recent discussion with you, we are pleased to extend an offer to join Accenture Solutions Pvt. Ltd. ("Company or Accenture as the case maybe") in our Advanced Technology Centers, India, as per the below terms and conditions:

**Job Profile - Application Development Associate**

**Management Level - 12**

**Job Family Group - Software Engineering**



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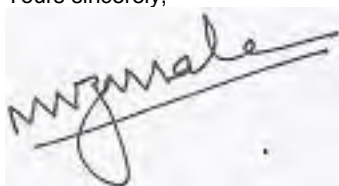
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We look forward to hearing from you regarding your decision to join the Company. I wish you a successful career ahead of you and look forward to your joining us.

Yours sincerely,



Mahesh Vasudeo Zurale  
Senior Managing Director  
Lead, Advanced Technology Centers, India

ACKNOWLEDGED AND AGREED

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**Sahana Menasinakai**

## ANNEXURE I

### COMPENSATION & BENEFITS

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	Annual (INR)
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### **Benefits applicable for current Company financial year:**

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Future Service Liability	Self	Up to INR 20,00,000/-	Company
Employee Deposit Linked Insurance (EDLI)	Self	INR 7,05,000/- (If you contribute towards Employee Provident Fund)	Company



1. Medical:

a) Medical Insurance for self, spouse and 2 dependent children up to INR 3,00,000 per annum. This plan allows for coverage of pre-existing ailments. This is as per current arrangement with our Insurer and is subject to review from time to time.

b) You have the option of availing Accenture negotiated rates to cover your parents, parents-in-law and siblings up to INR 10,00,000 & any additional child up to INR 5,00,000 under a separate Insurance plan. You also can avail optional Top-Up and/or Critical Illness Policy for yourself and your dependents (spouse and 2 children) up to INR 10,00,000. The entire premium for this will have to be borne by you. These plans allow for coverage of pre-existing ailments. This is as per current arrangement with our Insurer and is subject to review from time to time.

c) For Permissible claims under the Medical Insurance plans detailed above, you will be required to contribute a defined percentage of each claim, as under:

- 10% of such claims for self, spouse and 2 dependent children
- 20% of such claims for parents, parent's in-law, siblings, and additional children under the separate Insurance plan.

2. Personal Accident coverage for self, up to three times your annual fixed compensation.

a) You have the option of availing Supplemental Accident cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.

3. Life Insurance coverage equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000.

a) You have the option of availing Supplemental Life cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.

4. # (D) Gratuity amount shown above is an indicative approximation of your annual eligibility, and the final payout of any gratuity amount will be determined in accordance with the applicable provisions of the Payment of Gratuity Act, 1972 (as may be amended from time to time), payable as per the Company policy on your exit.

# (D) Notional Insurance Premium is an approximation based on individual factors which may include age, level and fixed pay depending on the insurance. Please note that there could hence be a slight difference in the actual premium amount borne by Accenture for your insurance coverage. The premium amount is directly paid by Accenture to the Insurance companies tied up with and will not be paid to you individually. Applicable only for current FY and can be withdrawn at anytime at company's discretion.

## (E) Reimbursements would be approved as per the policies' terms & conditions. The reimbursement amounts are subject to company policy and discretion and maybe updated/reviewed/withdrawn at any time basis company discretion.

5. You will also be eligible for the Employee Stock Purchase Plan, which will provide a 15% Discounted Rate on ACN Stock traded on NYSE.

a) Employee Stock Purchase Plan (ESPP): The Employee Share Purchase Plan gives the employee an opportunity to purchase Class A common shares in Accenture Limited at a discount through payroll contributions. By participating in this plan, an employee can develop his / her ownership in Accenture and increase his/ her stake in Accenture's success.

6. Accenture provides you with access to the Employee Assistance Program (EAP) at no cost. EAP helps you and your immediate family members deal with work-life stressors, family issues, financial concerns, relationship problems, and even drug or legal concerns. The EAP services cover up to 5 in-person visits, short-term counseling, confidential access to assessments, referrals and follow-up service

In addition to the above, you will also be eligible for the following benefits:

- One time relocation allowance subject to a maximum of INR 2500.00/- on submission of actual supporting as per policy.
- Transport facility, as per Company guidelines, can be availed at no cost.

Details pertaining to relocation allowance will be provided to you at the time of joining the Company. In the unlikely event you choose to

leave the Company, or your services are terminated, before the completion of 1 year of employment with the Company, the relocation assistance will be construed as debt due and payable by you and should be repaid on termination of your employment. Any dues payable by you on termination will be recovered from your final settlement to the extent possible.

The Company may, at any time and in its sole and absolute discretion, amend, suspend, vary and modify any of the terms and conditions of the above benefits & guidelines.

**From the date of your joining, the compensation and benefits mentioned in this annexure will be applicable to you until any further communication from the Company.**

**GST Clause:**

Following the implementation to the GST regulations with effect from July 1st 2017, please note the treatment to any continuing obligations that you have, pursuant to any signing/joining/relocation/retention bonus as per the terms of your employment, will be as under:

Any signing, joining, relocation or retention bonus received by you will be paid along with salary of the relevant or succeeding pay month. This amount is recoverable as per your employment terms, if your service commitment with Accenture change. Any such recovery or adjustment shall be made from your salary pertaining to the service month before your last working day in the Company. Any shortfalls will be adjusted against any further amounts due and payable to you.

**General Tax:**

All compensation will be paid to you after deduction of tax at source, in accordance with applicable law. You will be solely liable for your personal tax liabilities, as per applicable law, both in India and abroad.

## **ANNEXURE II**

### **Mandatory documentation at the time of onboarding:**

1. Two copies of your recent passport size photographs.
  2. Original marksheet of all semester (PG/UG).
  3. Original provisional degree certificate or convocation degree certificate.
  4. Copy of X, XII and all semester mark sheets of PG & UG Degrees.
  5. Copy of Degree/PG/Diploma (as applicable) certificates.
  6. Passport copy, if available (if not please apply immediately).
  7. Pan Card
  8. Copy of Aadhaar Card- We request you to provide for meeting the UAN generation requirement and any other compliance required by governing regulating authorities like EPFO, ESIC, labour welfare fund and others.
- Please note that by voluntarily sharing your Aadhaar details, you are also authorizing us to share it with third parties under contract with the company and which are bound by confidentiality provisions to meet any regulatory requirements and internal procedures of the company including but not limited to making verifications. Do note that the provision of Aadhaar details and seeding Aadhaar with UAN as well as completing KYC requirements of EPFO is necessary and if you are unable to do so this may delay submission of your PF contributions to the regulators.

#### **ANNEXURE IV - DECLARATION**

I hereby represent and warrant that as of my effective start date of employment with the Company, I will have: (a) terminated my employment with any current/previous employer and any other employment or contractor relationships; and (b) satisfactorily performed and completed all my obligations which apply/applied to me vis-à-vis any current/previous employer and any other employment or contractor relationships

I hereby represent and warrant that I have not, during the course of any current/previous employment and any other employment or contractor relationships, entered into or agreed to any arrangement which may restrict, prohibit or debar or conflict or be inconsistent with my acceptance of the offer made by the Company or employment with the Company, including, but not limited to, any time-bound non-compete agreement, restrictive employment agreement or other restrictive terms.

I hereby represent and warrant that I shall not bring into Accenture premises (or use in any manner) any third party documents (regardless of media) or materials (including but not limited to trade secrets) with myself to Accenture, including any such documents or materials from my previous employer. To the extent I feel that my employment at Accenture would require me to bring any third party documents or materials to Accenture I shall not bring any such documents or materials unless I have taken all permissions/approvals from the third parties before accepting the offer from Accenture. I further represent and warrant that I have not and will not inappropriately disclose or misuse any confidential information obtained from and/or in connection with any current/previous employer and any other employment or contractor relationships. I agree and acknowledge that a breach of this provision shall entitle Accenture to terminate my services with immediate effect.

ACKNOWLEDGED AND AGREED:

\_\_\_\_\_  
**Sahana Menasinakai**

Date:

Disclaimer

"This document and any attachments to it (in part or in whole the "Communication") are confidential, may constitute inside information and are for the use only of the addressee. The Communication is the property of Accenture and its affiliates and may contain copyright material or intellectual property of Accenture and/or any of its related entities or of third parties. If you are not the intended recipient of the Communication or have received the Communication in error, please notify the sender or Accenture immediately, return the Communication (in entirety) and delete the Communication (in entirety and copies included) from your records and systems. Unauthorized use, disclosure or copying of this Communication or any part thereof is strictly prohibited and may be unlawful. Any views expressed in the Communication are those of the individual sender only, unless expressly stated to be those of Accenture and its affiliates. Accenture does not guarantee the integrity of the Communication, or that it is free from errors, viruses or interference."

# BE YOURSELF, MAKE A DIFFERENCE.



Strictly Private and Confidential

Dear **Shalini T,**

Based on our recent discussion with you, we are pleased to extend an offer to join Accenture Solutions Pvt. Ltd. ("Company or Accenture as the case maybe") in our Advanced Technology Centers, India, as per the below terms and conditions:

**Job Profile - Application Development Associate**

**Management Level - 12**

**Job Family Group - Software Engineering**



Please refer to:

- Annexure I for the compensation and benefits details.
- Annexure II for documentation to be submitted by you.
- Annexure III Terms of Employment
- Annexure IV-Declaration

Your employment with Accenture will be governed by the clauses mentioned in the attached 'Terms of Employment' effective from your date of joining. You are required to carefully read and understand these Terms of Employment before responding to this Offer. This Offer and your employment with Accenture is subject to successful completion of the qualifying examination from your college , as well as satisfactory completion of verification and/or background or reference checks, which may occur at any time prior to or after your effective start date.

You agree and affirm that the information (personal or otherwise) shared by you at the time of registration is accurate, factually correct, and complete and no material information has been withheld by you. Accenture is providing this offer of employment basis preliminary information provided by you at the registration stage and a declaration concerning your agreement with the eligibility criteria. You understand and acknowledge that your employment with Accenture shall be subject to further verification of details and materials/ documents provided to Accenture as well as any further verification deemed necessary to finalize your candidature. You shall continue to meet the eligibility criteria up till and on the date of joining Accenture (if applicable) and agree that Accenture has the right to revoke the offer of employment, in case of failure of verification, or if you are not meeting the eligibility criteria or in case of any misrepresentation at your end.

Your onboarding date will be intimated to you over a separate e-mail by Accenture onboarding team few weeks prior to your actual onboarding date. You will receive an email from Onboarding.doc.ase@accenture.com. You are expected to confirm to the same by responding to our email and share your acceptance to join us on the stipulated date.

At Accenture, the health and well-being of our people, our clients and the community is our top priority. We are also committed to complying with all government safety protocols as we bring our people to our offices. To operate offices at full capacity, there is a growing mandate from government authorities to have all employees vaccinated against COVID-19. Considering this, we expect all our employees to be vaccinated. Therefore, you should ensure to take both doses of the COVID-19 vaccine before onboarding, unless your second dose is due post onboarding, and in that circumstance the second dose should be taken within the government prescribed timelines.

Please note that compliance with these provisions is a condition precedent for the offer or your continued employment with the Company.

Fundamental Skill Primers Learning Module: As you are aware that as part of providing our new joiners a unique learning experience, Accenture proposes an online learning module - Fundamental Skill Primers. This document further enhances and details of the learning opportunities and terms of training / assessments that were previously mentioned in your Letter of Intent.

- The learning module of this program is typically made available to you to give you a reasonable time to learn at your pace and comfort.
- After completing the Fundamental Skill Primer Learning, you will need to go through the Fundamental Skill Primer assessment.

Upon joining the Company further Stream training program(s) will be conducted for a specific duration on the specific skill set assigned to you. Periodic assessments will be conducted throughout this training program which you are expected to clear. Each of such assessments including Primer assessment will add towards your final score. A min. of 60% will need to be scored for successful clearance. If you are unable to score 60% in the first attempt, you will have up to two additional attempts and will be required to score minimum 60% marks to clear the stream learning assessments.

Your employment with Accenture is subject to your successful completion of the Stream training program and assessments as mentioned above. If you are unable to clear the Stream training assessments in the given 3 attempts successfully, your services with the Company shall be terminated as per Clause 10 outlined in the Terms of Employment.

By completing 100% of Fundamental Skill Primer online modules before the Fundamental Skill primer assessment and scoring 75% or above in the Fundamental Skill Primer assessment, a potential new joiner will be eligible for a learning Incentive of INR 10,000 provided new joiner is employed with the company for minimum three months.

After acceptance of the offer of employment or any time during the course of your employment with the Company you may be required to undergo drug/alcohol/substance test based on the project you are deployed. This offer and your employment with Accenture are contingent upon you completing tests as per the requirements of the Company and in the instance of failing these tests namely the drug/alcohol/substance test, Accenture may, in its sole discretion, elect to terminate or suspend your employment immediately.

In the event a government body/Authority exercising its jurisdiction and statutory power/Authority seeks information pertaining to any aspect of your employment, the Company shall provide such information to the government body/Authority without any notification to you. The foregoing shall be applicable to information pertaining to your employment being shared in pursuance of statutory requirements/compliance. You may belong to this category and your details will be disclosed to these authorities.

To indicate your acceptance of this Offer and Terms of Employment with Accenture, please confirm your acceptance/rejection by logging on to Accenture Recruitment Portal (<https://india.jobs.accenture.com/default.aspx>) using your unique reference number, candidate identification (CID) and mobile number within 14 days (fourteen days) from the date of this letter, post which the link will be disabled for you. If we do not receive your response before the expiration of 14 days (fourteen days) from the date of this letter, the terms of this Offer of employment will be deemed to have been rejected by you, unless otherwise communicated to you by the Company in writing. Further, at the time of joining you are required to provide all documentation identified in Annexure II along with the signed copy of this Offer letter and Terms of Employment.

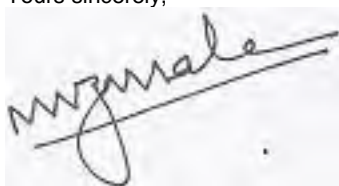
After accepting this Offer, we encourage you visit Countdown to the Company-

(<http://careers.accenture.com/Microsites/countdown/Pages/welcome-india.aspx>). This online, interactive welcome site will help you successfully navigate the first days, weeks and months of your career at Accenture. It will also provide an interesting overview of Company history-as well as tips on how to develop yourself (and your career) in the future.

In case you have a query, please raise them on <https://indiacampus.accenture.com/myzone/accenture/auth/login>

We look forward to hearing from you regarding your decision to join the Company. I wish you a successful career ahead of you and look forward to your joining us.

Yours sincerely,



Mahesh Vasudeo Zurale  
Senior Managing Director  
Lead, Advanced Technology Centers, India

ACKNOWLEDGED AND AGREED

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Shalini T

## ANNEXURE I

### COMPENSATION & BENEFITS

Annual Total Cash compensation structure as per the Company guidelines is:

Total Cash Compensation Elements	
	Annual (INR)
<b>(A) Annual Fixed Compensation</b>	450000/-
<b>(B) Local Variable Bonus (LVB) earning potential (at maximum 8.5%)</b>	32,500/-
<b>Maximum Annual Total earning potential(A+B)</b>	4,15,500/-
<b>(C) Joining Bonus</b>	
<b>Joining Bonus (Refer to the section C)</b>	INR 25,000/-
<b>(D)# Additional Notional Benefits</b>	
Gratuity for each year of service (indicative and assumed value calculated at an approximation of 4.81% of annual basic)	INR 6,400/-
Notional Insurance Premium paid by Company	INR 11,400/-
<b>Annual Total Earning Potential + Additional Notional Benefits (A+B+C+D)</b>	<b>INR 450000/-</b>
<b>(E)##Additional Discretionary Reimbursements</b>	
Annual Internet reimbursement	INR 12,000/- (capped at INR 1,000/- per month)
<b>(F)Optional opportunity to participate in the Employee Share Purchase Plan</b>	
Employee Share Purchase plan – to purchase Accenture plc Class A ordinary shares <b>at 15% discount on the fair market value</b>	INR 5,700/- [discount opportunity with an optional investment of 10% of gross pay and no change in share price]

#### (A) Annual Fixed Compensation

Your annual fixed compensation is INR 3,83,000. This includes allowances structured in accordance with the Company compensation guidelines and applicable statutory norms. Please note the annual fixed compensation includes employer's contribution to Provident Fund, as applicable.

TDS is deducted as applicable from your Income.

#### (B) Local Variable Bonus (LVB)

As part of your annual total cash compensation, you will be eligible to participate in the FY22 Local Variable Bonus program (LVB). Your indicative pay-out can range from 0% to 8.5% of the prorated fixed pay in the Fiscal year, subject to the overall terms and conditions of



the LVB, including but not limited to your individual performance achievements and the Company's performance. In addition to these two components, your LVB is also linked to your Individual Utilization. The Company may, at any time and in its sole and absolute discretion, amend, suspend, withdraw vary and/or modify any of the terms and conditions of the LVB program guidelines. The LVB will be paid out subject to you being on the roles of the Company on the date of disbursement of these pay outs and will be prorated based on your tenure in Accenture India and considering the period of leave without pay during the said fiscal year.

### **(C) Joining Bonus**

You are also eligible for a joining bonus of INR 25,000/- payable upon joining the organization and that will be paid out along with salary of the month of joining or succeeding pay month. In case you leave, or your services are separated from the Company (except for ramp down or redundancies by the Company) before completion of 1 year from the date of joining, then this whole amount shall be recovered from you.

### **Note: For International Worker Only\***

As per Indian Provident Fund (PF) regulations, membership to the Provident Fund is mandatory for all International Workers. Exemptions if any, shall be as per the existing law. Please note that since your cost to the Company (CTC) includes employee's as well as employer's contribution to Provident Fund, appropriate adjustment in your monthly salary will be made for Provident Fund contributions as per applicable laws/regulations in existence (or amendments from time to time). Withdrawal (if any) from Provident Fund is regulated by the government of India and is subject to government approvals and prevailing laws (amended from time to time). Any person desirous of such withdrawal need to comply with applicable law and procedures laid down by the authorities.

### **Benefits applicable for current Company financial year:**

In addition to your annual total cash compensation, you will be eligible for following benefits, which will be governed by Company policy:

Insurance policy	Coverage for	Coverage amount	Premium paid by
Medical	Self, Spouse/partner (if you identify yourself as lesbian, gay, bisexual and transgender) & 2 Dependent children	INR 3,00,000/- per annum	Company
Personal Accident	Self	Up to 3 times of annual fixed compensation	Company
Life	Self	Equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000/-	Company
Future Service Liability	Self	Up to INR 20,00,000/-	Company
Employee Deposit Linked Insurance (EDLI)	Self	INR 7,05,000/- (If you contribute towards Employee Provident Fund)	Company

1. Medical:

a) Medical Insurance for self, spouse and 2 dependent children up to INR 3,00,000 per annum. This plan allows for coverage of pre-existing ailments. This is as per current arrangement with our Insurer and is subject to review from time to time.

b) You have the option of availing Accenture negotiated rates to cover your parents, parents-in-law and siblings up to INR 10,00,000 & any additional child up to INR 5,00,000 under a separate Insurance plan. You also can avail optional Top-Up and/or Critical Illness Policy for yourself and your dependents (spouse and 2 children) up to INR 10,00,000. The entire premium for this will have to be borne by you. These plans allow for coverage of pre-existing ailments. This is as per current arrangement with our Insurer and is subject to review from time to time.

c) For Permissible claims under the Medical Insurance plans detailed above, you will be required to contribute a defined percentage of each claim, as under:

- 10% of such claims for self, spouse and 2 dependent children
- 20% of such claims for parents, parent's in-law, siblings, and additional children under the separate Insurance plan.

2. Personal Accident coverage for self, up to three times your annual fixed compensation.

a) You have the option of availing Supplemental Accident cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.

3. Life Insurance coverage equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000.

a) You have the option of availing Supplemental Life cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.

4. # (D) Gratuity amount shown above is an indicative approximation of your annual eligibility, and the final payout of any gratuity amount will be determined in accordance with the applicable provisions of the Payment of Gratuity Act, 1972 (as may be amended from time to time), payable as per the Company policy on your exit.

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6. Accenture provides you with access to the Employee Assistance Program (EAP) at no cost. EAP helps you and your immediate family members deal with work-life stressors, family issues, financial concerns, relationship problems, and even drug or legal concerns. The EAP services cover up to 5 in-person visits, short-term counseling, confidential access to assessments, referrals and follow-up service

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- One time relocation allowance subject to a maximum of INR 2500.00/- on submission of actual supporting as per policy.
- Transport facility, as per Company guidelines, can be availed at no cost.

Details pertaining to relocation allowance will be provided to you at the time of joining the Company. In the unlikely event you choose to

leave the Company, or your services are terminated, before the completion of 1 year of employment with the Company, the relocation assistance will be construed as debt due and payable by you and should be repaid on termination of your employment. Any dues payable by you on termination will be recovered from your final settlement to the extent possible.

The Company may, at any time and in its sole and absolute discretion, amend, suspend, vary and modify any of the terms and conditions of the above benefits & guidelines.

**From the date of your joining, the compensation and benefits mentioned in this annexure will be applicable to you until any further communication from the Company.**

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Following the implementation to the GST regulations with effect from July 1st 2017, please note the treatment to any continuing obligations that you have, pursuant to any signing/joining/relocation/retention bonus as per the terms of your employment, will be as under:

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**General Tax:**

All compensation will be paid to you after deduction of tax at source, in accordance with applicable law. You will be solely liable for your personal tax liabilities, as per applicable law, both in India and abroad.

## **ANNEXURE II**

### **Mandatory documentation at the time of onboarding:**

- 1.Two copies of your recent passport size photographs.
  - 2.Original marksheet of all semester (PG/UG).
  - 3.Original provisional degree certificate or convocation degree certificate.
  - 4.Copy of X, XII and all semester mark sheets of PG & UG Degrees.
  - 5.Copy of Degree/PG/Diploma (as applicable) certificates.
  - 6.Passport copy, if available (if not please apply immediately).
  - 7.Pan Card
  8. Copy of Aadhaar Card- We request you to provide for meeting the UAN generation requirement and any other compliance required by governing regulating authorities like EPFO, ESIC, labour welfare fund and others.
- Please note that by voluntarily sharing your Aadhaar details, you are also authorizing us to share it with third parties under contract with the company and which are bound by confidentiality provisions to meet any regulatory requirements and internal procedures of the company including but not limited to making verifications. Do note that the provision of Aadhaar details and seeding Aadhaar with UAN as well as completing KYC requirements of EPFO is necessary and if you are unable to do so this may delay submission of your PF contributions to the regulators.

#### **ANNEXURE IV - DECLARATION**

I hereby represent and warrant that as of my effective start date of employment with the Company, I will have: (a) terminated my employment with any current/previous employer and any other employment or contractor relationships; and (b) satisfactorily performed and completed all my obligations which apply/applied to me vis-à-vis any current/previous employer and any other employment or contractor relationships

I hereby represent and warrant that I have not, during the course of any current/previous employment and any other employment or contractor relationships, entered into or agreed to any arrangement which may restrict, prohibit or debar or conflict or be inconsistent with my acceptance of the offer made by the Company or employment with the Company, including, but not limited to, any time-bound non-compete agreement, restrictive employment agreement or other restrictive terms.

I hereby represent and warrant that I shall not bring into Accenture premises (or use in any manner) any third party documents (regardless of media) or materials (including but not limited to trade secrets) with myself to Accenture, including any such documents or materials from my previous employer. To the extent I feel that my employment at Accenture would require me to bring any third party documents or materials to Accenture I shall not bring any such documents or materials unless I have taken all permissions/approvals from the third parties before accepting the offer from Accenture. I further represent and warrant that I have not and will not inappropriately disclose or misuse any confidential information obtained from and/or in connection with any current/previous employer and any other employment or contractor relationships. I agree and acknowledge that a breach of this provision shall entitle Accenture to terminate my services with immediate effect.

ACKNOWLEDGED AND AGREED:

\_\_\_\_\_  
**Shalini T**

Date:

Disclaimer

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# BE YOURSELF, MAKE A DIFFERENCE.



Strictly Private and Confidential

Dear **Shivani K**,

Based on our recent discussion with you, we are pleased to extend an offer to join Accenture Solutions Pvt. Ltd. ("Company or Accenture as the case maybe") in our Advanced Technology Centers, India, as per the below terms and conditions:

**Job Profile - Application Development Associate**

**Management Level - 12**

**Job Family Group - Software Engineering**



Please refer to:

- Annexure I for the compensation and benefits details.
- Annexure II for documentation to be submitted by you.
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- After completing the Fundamental Skill Primer Learning, you will need to go through the Fundamental Skill Primer assessment.

Upon joining the Company further Stream training program(s) will be conducted for a specific duration on the specific skill set assigned to you. Periodic assessments will be conducted throughout this training program which you are expected to clear. Each of such assessments including Primer assessment will add towards your final score. A min. of 60% will need to be scored for successful clearance. If you are unable to score 60% in the first attempt, you will have up to two additional attempts and will be required to score minimum 60% marks to clear the stream learning assessments.

Your employment with Accenture is subject to your successful completion of the Stream training program and assessments as mentioned above. If you are unable to clear the Stream training assessments in the given 3 attempts successfully, your services with the Company shall be terminated as per Clause 10 outlined in the Terms of Employment.

By completing 100% of Fundamental Skill Primer online modules before the Fundamental Skill primer assessment and scoring 75% or above in the Fundamental Skill Primer assessment, a potential new joiner will be eligible for a learning Incentive of INR 10,000 provided new joiner is employed with the company for minimum three months.

After acceptance of the offer of employment or any time during the course of your employment with the Company you may be required to undergo drug/alcohol/substance test based on the project you are deployed. This offer and your employment with Accenture are contingent upon you completing tests as per the requirements of the Company and in the instance of failing these tests namely the drug/alcohol/substance test, Accenture may, in its sole discretion, elect to terminate or suspend your employment immediately.

In the event a government body/Authority exercising its jurisdiction and statutory power/Authority seeks information pertaining to any aspect of your employment, the Company shall provide such information to the government body/Authority without any notification to you. The foregoing shall be applicable to information pertaining to your employment being shared in pursuance of statutory requirements/compliance. You may belong to this category and your details will be disclosed to these authorities.

To indicate your acceptance of this Offer and Terms of Employment with Accenture, please confirm your acceptance/rejection by logging on to Accenture Recruitment Portal (<https://india.jobs.accenture.com/default.aspx>) using your unique reference number, candidate identification (CID) and mobile number within 14 days (fourteen days) from the date of this letter, post which the link will be disabled for you. If we do not receive your response before the expiration of 14 days (fourteen days) from the date of this letter, the terms of this Offer of employment will be deemed to have been rejected by you, unless otherwise communicated to you by the Company in writing. Further, at the time of joining you are required to provide all documentation identified in Annexure II along with the signed copy of this Offer letter and Terms of Employment.

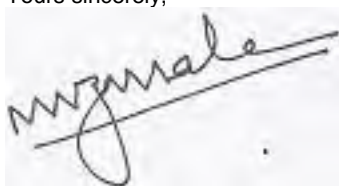
After accepting this Offer, we encourage you visit Countdown to the Company-

(<http://careers.accenture.com/Microsites/countdown/Pages/welcome-india.aspx>). This online, interactive welcome site will help you successfully navigate the first days, weeks and months of your career at Accenture. It will also provide an interesting overview of Company history-as well as tips on how to develop yourself (and your career) in the future.

In case you have a query, please raise them on <https://indiacampus.accenture.com/myzone/accenture/auth/login>

We look forward to hearing from you regarding your decision to join the Company. I wish you a successful career ahead of you and look forward to your joining us.

Yours sincerely,



Mahesh Vasudeo Zurale  
Senior Managing Director  
Lead, Advanced Technology Centers, India

ACKNOWLEDGED AND AGREED

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Shivani K



## ANNEXURE I

### COMPENSATION & BENEFITS

Annual Total Cash compensation structure as per the Company guidelines is:

Total Cash Compensation Elements	
	Annual (INR)
<b>(A) Annual Fixed Compensation</b>	450000/-
<b>(B) Local Variable Bonus (LVB) earning potential (at maximum 8.5%)</b>	32,500/-
<b>Maximum Annual Total earning potential(A+B)</b>	4,15,500/-
<b>(C) Joining Bonus</b>	
<b>Joining Bonus (Refer to the section C)</b>	INR 25,000/-
<b>(D)# Additional Notional Benefits</b>	
Gratuity for each year of service (indicative and assumed value calculated at an approximation of 4.81% of annual basic)	INR 6,400/-
Notional Insurance Premium paid by Company	INR 11,400/-
<b>Annual Total Earning Potential + Additional Notional Benefits (A+B+C+D)</b>	<b>INR 450000/-</b>
<b>(E)##Additional Discretionary Reimbursements</b>	
Annual Internet reimbursement	INR 12,000/- (capped at INR 1,000/- per month)
<b>(F)Optional opportunity to participate in the Employee Share Purchase Plan</b>	
Employee Share Purchase plan – to purchase Accenture plc Class A ordinary shares <b>at 15% discount on the fair market value</b>	INR 5,700/- [discount opportunity with an optional investment of 10% of gross pay and no change in share price]

#### (A) Annual Fixed Compensation

Your annual fixed compensation is INR 3,83,000. This includes allowances structured in accordance with the Company compensation guidelines and applicable statutory norms. Please note the annual fixed compensation includes employer's contribution to Provident Fund, as applicable.

TDS is deducted as applicable from your Income.

#### (B) Local Variable Bonus (LVB)

As part of your annual total cash compensation, you will be eligible to participate in the FY22 Local Variable Bonus program (LVB). Your indicative pay-out can range from 0% to 8.5% of the prorated fixed pay in the Fiscal year, subject to the overall terms and conditions of

the LVB, including but not limited to your individual performance achievements and the Company's performance. In addition to these two components, your LVB is also linked to your Individual Utilization. The Company may, at any time and in its sole and absolute discretion, amend, suspend, withdraw vary and/or modify any of the terms and conditions of the LVB program guidelines. The LVB will be paid out subject to you being on the roles of the Company on the date of disbursement of these pay outs and will be prorated based on your tenure in Accenture India and considering the period of leave without pay during the said fiscal year.

### **(C) Joining Bonus**

You are also eligible for a joining bonus of INR 25,000/- payable upon joining the organization and that will be paid out along with salary of the month of joining or succeeding pay month. In case you leave, or your services are separated from the Company (except for ramp down or redundancies by the Company) before completion of 1 year from the date of joining, then this whole amount shall be recovered from you.

### **Note: For International Worker Only\***

As per Indian Provident Fund (PF) regulations, membership to the Provident Fund is mandatory for all International Workers. Exemptions if any, shall be as per the existing law. Please note that since your cost to the Company (CTC) includes employee's as well as employer's contribution to Provident Fund, appropriate adjustment in your monthly salary will be made for Provident Fund contributions as per applicable laws/regulations in existence (or amendments from time to time). Withdrawal (if any) from Provident Fund is regulated by the government of India and is subject to government approvals and prevailing laws (amended from time to time). Any person desirous of such withdrawal need to comply with applicable law and procedures laid down by the authorities.

### **Benefits applicable for current Company financial year:**

In addition to your annual total cash compensation, you will be eligible for following benefits, which will be governed by Company policy:

Insurance policy	Coverage for	Coverage amount	Premium paid by
Medical	Self, Spouse/partner (if you identify yourself as lesbian, gay, bisexual and transgender) & 2 Dependent children	INR 3,00,000/- per annum	Company
Personal Accident	Self	Up to 3 times of annual fixed compensation	Company
Life	Self	Equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000/-	Company
Future Service Liability	Self	Up to INR 20,00,000/-	Company
Employee Deposit Linked Insurance (EDLI)	Self	INR 7,05,000/- (If you contribute towards Employee Provident Fund)	Company

1. Medical:

a) Medical Insurance for self, spouse and 2 dependent children up to INR 3,00,000 per annum. This plan allows for coverage of pre-existing ailments. This is as per current arrangement with our Insurer and is subject to review from time to time.

b) You have the option of availing Accenture negotiated rates to cover your parents, parents-in-law and siblings up to INR 10,00,000 & any additional child up to INR 5,00,000 under a separate Insurance plan. You also can avail optional Top-Up and/or Critical Illness Policy for yourself and your dependents (spouse and 2 children) up to INR 10,00,000. The entire premium for this will have to be borne by you. These plans allow for coverage of pre-existing ailments. This is as per current arrangement with our Insurer and is subject to review from time to time.

c) For Permissible claims under the Medical Insurance plans detailed above, you will be required to contribute a defined percentage of each claim, as under:

- 10% of such claims for self, spouse and 2 dependent children
- 20% of such claims for parents, parent's in-law, siblings, and additional children under the separate Insurance plan.

2. Personal Accident coverage for self, up to three times your annual fixed compensation.

a) You have the option of availing Supplemental Accident cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.

3. Life Insurance coverage equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000.

a) You have the option of availing Supplemental Life cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.

4. # (D) Gratuity amount shown above is an indicative approximation of your annual eligibility, and the final payout of any gratuity amount will be determined in accordance with the applicable provisions of the Payment of Gratuity Act, 1972 (as may be amended from time to time), payable as per the Company policy on your exit.

# (D) Notional Insurance Premium is an approximation based on individual factors which may include age, level and fixed pay depending on the insurance. Please note that there could hence be a slight difference in the actual premium amount borne by Accenture for your insurance coverage. The premium amount is directly paid by Accenture to the Insurance companies tied up with and will not be paid to you individually. Applicable only for current FY and can be withdrawn at anytime at company's discretion.

## (E) Reimbursements would be approved as per the policies' terms & conditions. The reimbursement amounts are subject to company policy and discretion and maybe updated/reviewed/withdrawn at any time basis company discretion.

5. You will also be eligible for the Employee Stock Purchase Plan, which will provide a 15% Discounted Rate on ACN Stock traded on NYSE.

a) Employee Stock Purchase Plan (ESPP): The Employee Share Purchase Plan gives the employee an opportunity to purchase Class A common shares in Accenture Limited at a discount through payroll contributions. By participating in this plan, an employee can develop his / her ownership in Accenture and increase his/ her stake in Accenture's success.

6. Accenture provides you with access to the Employee Assistance Program (EAP) at no cost. EAP helps you and your immediate family members deal with work-life stressors, family issues, financial concerns, relationship problems, and even drug or legal concerns. The EAP services cover up to 5 in-person visits, short-term counseling, confidential access to assessments, referrals and follow-up service

In addition to the above, you will also be eligible for the following benefits:

- One time relocation allowance subject to a maximum of INR 2500.00/- on submission of actual supporting as per policy.
- Transport facility, as per Company guidelines, can be availed at no cost.

Details pertaining to relocation allowance will be provided to you at the time of joining the Company. In the unlikely event you choose to

leave the Company, or your services are terminated, before the completion of 1 year of employment with the Company, the relocation assistance will be construed as debt due and payable by you and should be repaid on termination of your employment. Any dues payable by you on termination will be recovered from your final settlement to the extent possible.

The Company may, at any time and in its sole and absolute discretion, amend, suspend, vary and modify any of the terms and conditions of the above benefits & guidelines.

**From the date of your joining, the compensation and benefits mentioned in this annexure will be applicable to you until any further communication from the Company.**

**GST Clause:**

Following the implementation to the GST regulations with effect from July 1st 2017, please note the treatment to any continuing obligations that you have, pursuant to any signing/joining/relocation/retention bonus as per the terms of your employment, will be as under:

Any signing, joining, relocation or retention bonus received by you will be paid along with salary of the relevant or succeeding pay month. This amount is recoverable as per your employment terms, if your service commitment with Accenture change. Any such recovery or adjustment shall be made from your salary pertaining to the service month before your last working day in the Company. Any shortfalls will be adjusted against any further amounts due and payable to you.

**General Tax:**

All compensation will be paid to you after deduction of tax at source, in accordance with applicable law. You will be solely liable for your personal tax liabilities, as per applicable law, both in India and abroad.

## **ANNEXURE II**

### **Mandatory documentation at the time of onboarding:**

1. Two copies of your recent passport size photographs.
  2. Original marksheet of all semester (PG/UG).
  3. Original provisional degree certificate or convocation degree certificate.
  4. Copy of X, XII and all semester mark sheets of PG & UG Degrees.
  5. Copy of Degree/PG/Diploma (as applicable) certificates.
  6. Passport copy, if available (if not please apply immediately).
  7. Pan Card
  8. Copy of Aadhaar Card- We request you to provide for meeting the UAN generation requirement and any other compliance required by governing regulating authorities like EPFO, ESIC, labour welfare fund and others.
- Please note that by voluntarily sharing your Aadhaar details, you are also authorizing us to share it with third parties under contract with the company and which are bound by confidentiality provisions to meet any regulatory requirements and internal procedures of the company including but not limited to making verifications. Do note that the provision of Aadhaar details and seeding Aadhaar with UAN as well as completing KYC requirements of EPFO is necessary and if you are unable to do so this may delay submission of your PF contributions to the regulators.

#### **ANNEXURE IV - DECLARATION**

I hereby represent and warrant that as of my effective start date of employment with the Company, I will have: (a) terminated my employment with any current/previous employer and any other employment or contractor relationships; and (b) satisfactorily performed and completed all my obligations which apply/applied to me vis-à-vis any current/previous employer and any other employment or contractor relationships

I hereby represent and warrant that I have not, during the course of any current/previous employment and any other employment or contractor relationships, entered into or agreed to any arrangement which may restrict, prohibit or debar or conflict or be inconsistent with my acceptance of the offer made by the Company or employment with the Company, including, but not limited to, any time-bound non-compete agreement, restrictive employment agreement or other restrictive terms.

I hereby represent and warrant that I shall not bring into Accenture premises (or use in any manner) any third party documents (regardless of media) or materials (including but not limited to trade secrets) with myself to Accenture, including any such documents or materials from my previous employer. To the extent I feel that my employment at Accenture would require me to bring any third party documents or materials to Accenture I shall not bring any such documents or materials unless I have taken all permissions/approvals from the third parties before accepting the offer from Accenture. I further represent and warrant that I have not and will not inappropriately disclose or misuse any confidential information obtained from and/or in connection with any current/previous employer and any other employment or contractor relationships. I agree and acknowledge that a breach of this provision shall entitle Accenture to terminate my services with immediate effect.

ACKNOWLEDGED AND AGREED:

\_\_\_\_\_  
**Shivani K**

Date:

Disclaimer

"This document and any attachments to it (in part or in whole the "Communication") are confidential, may constitute inside information and are for the use only of the addressee. The Communication is the property of Accenture and its affiliates and may contain copyright material or intellectual property of Accenture and/or any of its related entities or of third parties. If you are not the intended recipient of the Communication or have received the Communication in error, please notify the sender or Accenture immediately, return the Communication (in entirety) and delete the Communication (in entirety and copies included) from your records and systems. Unauthorized use, disclosure or copying of this Communication or any part thereof is strictly prohibited and may be unlawful. Any views expressed in the Communication are those of the individual sender only, unless expressly stated to be those of Accenture and its affiliates. Accenture does not guarantee the integrity of the Communication, or that it is free from errors, viruses or interference."

# BE YOURSELF, MAKE A DIFFERENCE.



Strictly Private and Confidential

Dear **Shraddha Naik**,

Based on our recent discussion with you, we are pleased to extend an offer to join Accenture Solutions Pvt. Ltd. ("Company or Accenture as the case maybe") in our Advanced Technology Centers, India, as per the below terms and conditions:

**Job Profile - Application Development Associate**

**Management Level - 12**

**Job Family Group - Software Engineering**



Please refer to:

- Annexure I for the compensation and benefits details.
- Annexure II for documentation to be submitted by you.
- Annexure III Terms of Employment
- Annexure IV-Declaration

Your employment with Accenture will be governed by the clauses mentioned in the attached 'Terms of Employment' effective from your date of joining. You are required to carefully read and understand these Terms of Employment before responding to this Offer. This Offer and your employment with Accenture is subject to successful completion of the qualifying examination from your college , as well as satisfactory completion of verification and/or background or reference checks, which may occur at any time prior to or after your effective start date.

You agree and affirm that the information (personal or otherwise) shared by you at the time of registration is accurate, factually correct, and complete and no material information has been withheld by you. Accenture is providing this offer of employment basis preliminary information provided by you at the registration stage and a declaration concerning your agreement with the eligibility criteria. You understand and acknowledge that your employment with Accenture shall be subject to further verification of details and materials/ documents provided to Accenture as well as any further verification deemed necessary to finalize your candidature. You shall continue to meet the eligibility criteria up till and on the date of joining Accenture (if applicable) and agree that Accenture has the right to revoke the offer of employment, in case of failure of verification, or if you are not meeting the eligibility criteria or in case of any misrepresentation at your end.

Your onboarding date will be intimated to you over a separate e-mail by Accenture onboarding team few weeks prior to your actual onboarding date. You will receive an email from Onboarding.doc.ase@accenture.com. You are expected to confirm to the same by responding to our email and share your acceptance to join us on the stipulated date.

At Accenture, the health and well-being of our people, our clients and the community is our top priority. We are also committed to complying with all government safety protocols as we bring our people to our offices. To operate offices at full capacity, there is a growing mandate from government authorities to have all employees vaccinated against COVID-19. Considering this, we expect all our employees to be vaccinated. Therefore, you should ensure to take both doses of the COVID-19 vaccine before onboarding, unless your second dose is due post onboarding, and in that circumstance the second dose should be taken within the government prescribed timelines.

Please note that compliance with these provisions is a condition precedent for the offer or your continued employment with the Company.

Fundamental Skill Primers Learning Module: As you are aware that as part of providing our new joiners a unique learning experience, Accenture proposes an online learning module - Fundamental Skill Primers. This document further enhances and details of the learning opportunities and terms of training / assessments that were previously mentioned in your Letter of Intent.

- The learning module of this program is typically made available to you to give you a reasonable time to learn at your pace and comfort.
- After completing the Fundamental Skill Primer Learning, you will need to go through the Fundamental Skill Primer assessment.

Upon joining the Company further Stream training program(s) will be conducted for a specific duration on the specific skill set assigned to you. Periodic assessments will be conducted throughout this training program which you are expected to clear. Each of such assessments including Primer assessment will add towards your final score. A min. of 60% will need to be scored for successful clearance. If you are unable to score 60% in the first attempt, you will have up to two additional attempts and will be required to score minimum 60% marks to clear the stream learning assessments.

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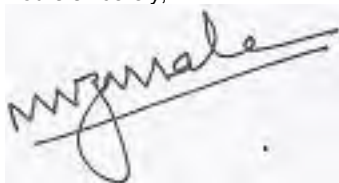
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In case you have a query, please raise them on <https://indiacampus.accenture.com/myzone/accenture/auth/login>

We look forward to hearing from you regarding your decision to join the Company. I wish you a successful career ahead of you and look forward to your joining us.

Yours sincerely,



Mahesh Vasudeo Zurale  
Senior Managing Director  
Lead, Advanced Technology Centers, India

ACKNOWLEDGED AND AGREED

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**Shraddha Naik**

## ANNEXURE I

### COMPENSATION & BENEFITS

Annual Total Cash compensation structure as per the Company guidelines is:

Total Cash Compensation Elements	
	Annual (INR)
<b>(A) Annual Fixed Compensation</b>	450000/-
<b>(B) Local Variable Bonus (LVB) earning potential (at maximum 8.5%)</b>	32,500/-
<b>Maximum Annual Total earning potential(A+B)</b>	4,15,500/-
<b>(C) Joining Bonus</b>	
<b>Joining Bonus (Refer to the section C)</b>	INR 25,000/-
<b>(D)# Additional Notional Benefits</b>	
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<b>(E)##Additional Discretionary Reimbursements</b>	
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<b>(F)Optional opportunity to participate in the Employee Share Purchase Plan</b>	
Employee Share Purchase plan – to purchase Accenture plc Class A ordinary shares <b>at 15% discount on the fair market value</b>	INR 5,700/- [discount opportunity with an optional investment of 10% of gross pay and no change in share price]

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Your annual fixed compensation is INR 3,83,000. This includes allowances structured in accordance with the Company compensation guidelines and applicable statutory norms. Please note the annual fixed compensation includes employer's contribution to Provident Fund, as applicable.

TDS is deducted as applicable from your Income.

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As part of your annual total cash compensation, you will be eligible to participate in the FY22 Local Variable Bonus program (LVB). Your indicative pay-out can range from 0% to 8.5% of the prorated fixed pay in the Fiscal year, subject to the overall terms and conditions of

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You are also eligible for a joining bonus of INR 25,000/- payable upon joining the organization and that will be paid out along with salary of the month of joining or succeeding pay month. In case you leave, or your services are separated from the Company (except for ramp down or redundancies by the Company) before completion of 1 year from the date of joining, then this whole amount shall be recovered from you.

### **Note: For International Worker Only\***

As per Indian Provident Fund (PF) regulations, membership to the Provident Fund is mandatory for all International Workers. Exemptions if any, shall be as per the existing law. Please note that since your cost to the Company (CTC) includes employee's as well as employer's contribution to Provident Fund, appropriate adjustment in your monthly salary will be made for Provident Fund contributions as per applicable laws/regulations in existence (or amendments from time to time). Withdrawal (if any) from Provident Fund is regulated by the government of India and is subject to government approvals and prevailing laws (amended from time to time). Any person desirous of such withdrawal need to comply with applicable law and procedures laid down by the authorities.

### **Benefits applicable for current Company financial year:**

In addition to your annual total cash compensation, you will be eligible for following benefits, which will be governed by Company policy:

Insurance policy	Coverage for	Coverage amount	Premium paid by
Medical	Self, Spouse/partner (if you identify yourself as lesbian, gay, bisexual and transgender) & 2 Dependent children	INR 3,00,000/- per annum	Company
Personal Accident	Self	Up to 3 times of annual fixed compensation	Company
Life	Self	Equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000/-	Company
Future Service Liability	Self	Up to INR 20,00,000/-	Company
Employee Deposit Linked Insurance (EDLI)	Self	INR 7,05,000/- (If you contribute towards Employee Provident Fund)	Company

1. Medical:

a) Medical Insurance for self, spouse and 2 dependent children up to INR 3,00,000 per annum. This plan allows for coverage of pre-existing ailments. This is as per current arrangement with our Insurer and is subject to review from time to time.

b) You have the option of availing Accenture negotiated rates to cover your parents, parents-in-law and siblings up to INR 10,00,000 & any additional child up to INR 5,00,000 under a separate Insurance plan. You also can avail optional Top-Up and/or Critical Illness Policy for yourself and your dependents (spouse and 2 children) up to INR 10,00,000. The entire premium for this will have to be borne by you. These plans allow for coverage of pre-existing ailments. This is as per current arrangement with our Insurer and is subject to review from time to time.

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- 10% of such claims for self, spouse and 2 dependent children
- 20% of such claims for parents, parent's in-law, siblings, and additional children under the separate Insurance plan.

2. Personal Accident coverage for self, up to three times your annual fixed compensation.

a) You have the option of availing Supplemental Accident cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.

3. Life Insurance coverage equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000.

a) You have the option of availing Supplemental Life cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.

4. # (D) Gratuity amount shown above is an indicative approximation of your annual eligibility, and the final payout of any gratuity amount will be determined in accordance with the applicable provisions of the Payment of Gratuity Act, 1972 (as may be amended from time to time), payable as per the Company policy on your exit.

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- One time relocation allowance subject to a maximum of INR 2500.00/- on submission of actual supporting as per policy.
- Transport facility, as per Company guidelines, can be availed at no cost.

Details pertaining to relocation allowance will be provided to you at the time of joining the Company. In the unlikely event you choose to

leave the Company, or your services are terminated, before the completion of 1 year of employment with the Company, the relocation assistance will be construed as debt due and payable by you and should be repaid on termination of your employment. Any dues payable by you on termination will be recovered from your final settlement to the extent possible.

The Company may, at any time and in its sole and absolute discretion, amend, suspend, vary and modify any of the terms and conditions of the above benefits & guidelines.

**From the date of your joining, the compensation and benefits mentioned in this annexure will be applicable to you until any further communication from the Company.**

**GST Clause:**

Following the implementation to the GST regulations with effect from July 1st 2017, please note the treatment to any continuing obligations that you have, pursuant to any signing/joining/relocation/retention bonus as per the terms of your employment, will be as under:

Any signing, joining, relocation or retention bonus received by you will be paid along with salary of the relevant or succeeding pay month. This amount is recoverable as per your employment terms, if your service commitment with Accenture change. Any such recovery or adjustment shall be made from your salary pertaining to the service month before your last working day in the Company. Any shortfalls will be adjusted against any further amounts due and payable to you.

**General Tax:**

All compensation will be paid to you after deduction of tax at source, in accordance with applicable law. You will be solely liable for your personal tax liabilities, as per applicable law, both in India and abroad.

## **ANNEXURE II**

### **Mandatory documentation at the time of onboarding:**

1. Two copies of your recent passport size photographs.
  2. Original marksheet of all semester (PG/UG).
  3. Original provisional degree certificate or convocation degree certificate.
  4. Copy of X, XII and all semester mark sheets of PG & UG Degrees.
  5. Copy of Degree/PG/Diploma (as applicable) certificates.
  6. Passport copy, if available (if not please apply immediately).
  7. Pan Card
  8. Copy of Aadhaar Card- We request you to provide for meeting the UAN generation requirement and any other compliance required by governing regulating authorities like EPFO, ESIC, labour welfare fund and others.
- Please note that by voluntarily sharing your Aadhaar details, you are also authorizing us to share it with third parties under contract with the company and which are bound by confidentiality provisions to meet any regulatory requirements and internal procedures of the company including but not limited to making verifications. Do note that the provision of Aadhaar details and seeding Aadhaar with UAN as well as completing KYC requirements of EPFO is necessary and if you are unable to do so this may delay submission of your PF contributions to the regulators.

#### **ANNEXURE IV - DECLARATION**

I hereby represent and warrant that as of my effective start date of employment with the Company, I will have: (a) terminated my employment with any current/previous employer and any other employment or contractor relationships; and (b) satisfactorily performed and completed all my obligations which apply/applied to me vis-à-vis any current/previous employer and any other employment or contractor relationships

I hereby represent and warrant that I have not, during the course of any current/previous employment and any other employment or contractor relationships, entered into or agreed to any arrangement which may restrict, prohibit or debar or conflict or be inconsistent with my acceptance of the offer made by the Company or employment with the Company, including, but not limited to, any time-bound non-compete agreement, restrictive employment agreement or other restrictive terms.

I hereby represent and warrant that I shall not bring into Accenture premises (or use in any manner) any third party documents (regardless of media) or materials (including but not limited to trade secrets) with myself to Accenture, including any such documents or materials from my previous employer. To the extent I feel that my employment at Accenture would require me to bring any third party documents or materials to Accenture I shall not bring any such documents or materials unless I have taken all permissions/approvals from the third parties before accepting the offer from Accenture. I further represent and warrant that I have not and will not inappropriately disclose or misuse any confidential information obtained from and/or in connection with any current/previous employer and any other employment or contractor relationships. I agree and acknowledge that a breach of this provision shall entitle Accenture to terminate my services with immediate effect.

ACKNOWLEDGED AND AGREED:

\_\_\_\_\_  
**Shraddha Naik**

Date:

Disclaimer

"This document and any attachments to it (in part or in whole the "Communication") are confidential, may constitute inside information and are for the use only of the addressee. The Communication is the property of Accenture and its affiliates and may contain copyright material or intellectual property of Accenture and/or any of its related entities or of third parties. If you are not the intended recipient of the Communication or have received the Communication in error, please notify the sender or Accenture immediately, return the Communication (in entirety) and delete the Communication (in entirety and copies included) from your records and systems. Unauthorized use, disclosure or copying of this Communication or any part thereof is strictly prohibited and may be unlawful. Any views expressed in the Communication are those of the individual sender only, unless expressly stated to be those of Accenture and its affiliates. Accenture does not guarantee the integrity of the Communication, or that it is free from errors, viruses or interference."

# BE YOURSELF, MAKE A DIFFERENCE.



Strictly Private and Confidential

Dear **Trishita Gharai**,

Based on our recent discussion with you, we are pleased to extend an offer to join Accenture Solutions Pvt. Ltd. ("Company or Accenture as the case maybe") in our Advanced Technology Centers, India, as per the below terms and conditions:

**Job Profile - Application Development Associate**

**Management Level - 12**

**Job Family Group - Software Engineering**



Please refer to:

- Annexure I for the compensation and benefits details.
- Annexure II for documentation to be submitted by you.
- Annexure III Terms of Employment
- Annexure IV-Declaration

Your employment with Accenture will be governed by the clauses mentioned in the attached 'Terms of Employment' effective from your date of joining. You are required to carefully read and understand these Terms of Employment before responding to this Offer. This Offer and your employment with Accenture is subject to successful completion of the qualifying examination from your college , as well as satisfactory completion of verification and/or background or reference checks, which may occur at any time prior to or after your effective start date.



You agree and affirm that the information (personal or otherwise) shared by you at the time of registration is accurate, factually correct, and complete and no material information has been withheld by you. Accenture is providing this offer of employment basis preliminary information provided by you at the registration stage and a declaration concerning your agreement with the eligibility criteria. You understand and acknowledge that your employment with Accenture shall be subject to further verification of details and materials/ documents provided to Accenture as well as any further verification deemed necessary to finalize your candidature. You shall continue to meet the eligibility criteria up till and on the date of joining Accenture (if applicable) and agree that Accenture has the right to revoke the offer of employment, in case of failure of verification, or if you are not meeting the eligibility criteria or in case of any misrepresentation at your end.

Your onboarding date will be intimated to you over a separate e-mail by Accenture onboarding team few weeks prior to your actual onboarding date. You will receive an email from Onboarding.doc.ase@accenture.com. You are expected to confirm to the same by responding to our email and share your acceptance to join us on the stipulated date.

At Accenture, the health and well-being of our people, our clients and the community is our top priority. We are also committed to complying with all government safety protocols as we bring our people to our offices. To operate offices at full capacity, there is a growing mandate from government authorities to have all employees vaccinated against COVID-19. Considering this, we expect all our employees to be vaccinated. Therefore, you should ensure to take both doses of the COVID-19 vaccine before onboarding, unless your second dose is due post onboarding, and in that circumstance the second dose should be taken within the government prescribed timelines.

Please note that compliance with these provisions is a condition precedent for the offer or your continued employment with the Company.

Fundamental Skill Primers Learning Module: As you are aware that as part of providing our new joiners a unique learning experience, Accenture proposes an online learning module - Fundamental Skill Primers. This document further enhances and details of the learning opportunities and terms of training / assessments that were previously mentioned in your Letter of Intent.

- The learning module of this program is typically made available to you to give you a reasonable time to learn at your pace and comfort.
- After completing the Fundamental Skill Primer Learning, you will need to go through the Fundamental Skill Primer assessment.

Upon joining the Company further Stream training program(s) will be conducted for a specific duration on the specific skill set assigned to you. Periodic assessments will be conducted throughout this training program which you are expected to clear. Each of such assessments including Primer assessment will add towards your final score. A min. of 60% will need to be scored for successful clearance. If you are unable to score 60% in the first attempt, you will have up to two additional attempts and will be required to score minimum 60% marks to clear the stream learning assessments.

Your employment with Accenture is subject to your successful completion of the Stream training program and assessments as mentioned above. If you are unable to clear the Stream training assessments in the given 3 attempts successfully, your services with the Company shall be terminated as per Clause 10 outlined in the Terms of Employment.

By completing 100% of Fundamental Skill Primer online modules before the Fundamental Skill primer assessment and scoring 75% or above in the Fundamental Skill Primer assessment, a potential new joiner will be eligible for a learning Incentive of INR 10,000 provided new joiner is employed with the company for minimum three months.

After acceptance of the offer of employment or any time during the course of your employment with the Company you may be required to undergo drug/alcohol/substance test based on the project you are deployed. This offer and your employment with Accenture are contingent upon you completing tests as per the requirements of the Company and in the instance of failing these tests namely the drug/alcohol/substance test, Accenture may, in its sole discretion, elect to terminate or suspend your employment immediately.

In the event a government body/Authority exercising its jurisdiction and statutory power/Authority seeks information pertaining to any aspect of your employment, the Company shall provide such information to the government body/Authority without any notification to you. The foregoing shall be applicable to information pertaining to your employment being shared in pursuance of statutory requirements/compliance. You may belong to this category and your details will be disclosed to these authorities.

To indicate your acceptance of this Offer and Terms of Employment with Accenture, please confirm your acceptance/rejection by logging on to Accenture Recruitment Portal (<https://india.jobs.accenture.com/default.aspx>) using your unique reference number, candidate identification (CID) and mobile number within 14 days (fourteen days) from the date of this letter, post which the link will be disabled for you. If we do not receive your response before the expiration of 14 days (fourteen days) from the date of this letter, the terms of this Offer of employment will be deemed to have been rejected by you, unless otherwise communicated to you by the Company in writing. Further, at the time of joining you are required to provide all documentation identified in Annexure II along with the signed copy of this Offer letter and Terms of Employment.

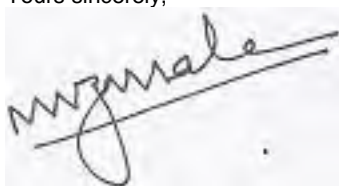
After accepting this Offer, we encourage you visit Countdown to the Company-

(<http://careers.accenture.com/Microsites/countdown/Pages/welcome-india.aspx>). This online, interactive welcome site will help you successfully navigate the first days, weeks and months of your career at Accenture. It will also provide an interesting overview of Company history-as well as tips on how to develop yourself (and your career) in the future.

In case you have a query, please raise them on <https://indiacampus.accenture.com/myzone/accenture/auth/login>

We look forward to hearing from you regarding your decision to join the Company. I wish you a successful career ahead of you and look forward to your joining us.

Yours sincerely,



Mahesh Vasudeo Zurale  
Senior Managing Director  
Lead, Advanced Technology Centers, India

ACKNOWLEDGED AND AGREED

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Trishita Gharai

## ANNEXURE I

### COMPENSATION & BENEFITS

Annual Total Cash compensation structure as per the Company guidelines is:

Total Cash Compensation Elements	
	Annual (INR)
<b>(A) Annual Fixed Compensation</b>	450000/-
<b>(B) Local Variable Bonus (LVB) earning potential (at maximum 8.5%)</b>	32,500/-
<b>Maximum Annual Total earning potential(A+B)</b>	4,15,500/-
<b>(C) Joining Bonus</b>	
<b>Joining Bonus (Refer to the section C)</b>	INR 25,000/-
<b>(D)# Additional Notional Benefits</b>	
Gratuity for each year of service (indicative and assumed value calculated at an approximation of 4.81% of annual basic)	INR 6,400/-
Notional Insurance Premium paid by Company	INR 11,400/-
<b>Annual Total Earning Potential + Additional Notional Benefits (A+B+C+D)</b>	<b>INR 450000/-</b>
<b>(E)##Additional Discretionary Reimbursements</b>	
Annual Internet reimbursement	INR 12,000/- (capped at INR 1,000/- per month)
<b>(F)Optional opportunity to participate in the Employee Share Purchase Plan</b>	
Employee Share Purchase plan – to purchase Accenture plc Class A ordinary shares <b>at 15% discount on the fair market value</b>	INR 5,700/- [discount opportunity with an optional investment of 10% of gross pay and no change in share price]

#### (A) Annual Fixed Compensation

Your annual fixed compensation is INR 3,83,000. This includes allowances structured in accordance with the Company compensation guidelines and applicable statutory norms. Please note the annual fixed compensation includes employer's contribution to Provident Fund, as applicable.

TDS is deducted as applicable from your Income.

#### (B) Local Variable Bonus (LVB)

As part of your annual total cash compensation, you will be eligible to participate in the FY22 Local Variable Bonus program (LVB). Your indicative pay-out can range from 0% to 8.5% of the prorated fixed pay in the Fiscal year, subject to the overall terms and conditions of

the LVB, including but not limited to your individual performance achievements and the Company's performance. In addition to these two components, your LVB is also linked to your Individual Utilization. The Company may, at any time and in its sole and absolute discretion, amend, suspend, withdraw vary and/or modify any of the terms and conditions of the LVB program guidelines. The LVB will be paid out subject to you being on the roles of the Company on the date of disbursement of these pay outs and will be prorated based on your tenure in Accenture India and considering the period of leave without pay during the said fiscal year.

### **(C) Joining Bonus**

You are also eligible for a joining bonus of INR 25,000/- payable upon joining the organization and that will be paid out along with salary of the month of joining or succeeding pay month. In case you leave, or your services are separated from the Company (except for ramp down or redundancies by the Company) before completion of 1 year from the date of joining, then this whole amount shall be recovered from you.

### **Note: For International Worker Only\***

As per Indian Provident Fund (PF) regulations, membership to the Provident Fund is mandatory for all International Workers. Exemptions if any, shall be as per the existing law. Please note that since your cost to the Company (CTC) includes employee's as well as employer's contribution to Provident Fund, appropriate adjustment in your monthly salary will be made for Provident Fund contributions as per applicable laws/regulations in existence (or amendments from time to time). Withdrawal (if any) from Provident Fund is regulated by the government of India and is subject to government approvals and prevailing laws (amended from time to time). Any person desirous of such withdrawal need to comply with applicable law and procedures laid down by the authorities.

### **Benefits applicable for current Company financial year:**

In addition to your annual total cash compensation, you will be eligible for following benefits, which will be governed by Company policy:

Insurance policy	Coverage for	Coverage amount	Premium paid by
Medical	Self, Spouse/partner (if you identify yourself as lesbian, gay, bisexual and transgender) & 2 Dependent children	INR 3,00,000/- per annum	Company
Personal Accident	Self	Up to 3 times of annual fixed compensation	Company
Life	Self	Equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000/-	Company
Future Service Liability	Self	Up to INR 20,00,000/-	Company
Employee Deposit Linked Insurance (EDLI)	Self	INR 7,05,000/- (If you contribute towards Employee Provident Fund)	Company

1. Medical:

a) Medical Insurance for self, spouse and 2 dependent children up to INR 3,00,000 per annum. This plan allows for coverage of pre-existing ailments. This is as per current arrangement with our Insurer and is subject to review from time to time.

b) You have the option of availing Accenture negotiated rates to cover your parents, parents-in-law and siblings up to INR 10,00,000 & any additional child up to INR 5,00,000 under a separate Insurance plan. You also can avail optional Top-Up and/or Critical Illness Policy for yourself and your dependents (spouse and 2 children) up to INR 10,00,000. The entire premium for this will have to be borne by you. These plans allow for coverage of pre-existing ailments. This is as per current arrangement with our Insurer and is subject to review from time to time.

c) For Permissible claims under the Medical Insurance plans detailed above, you will be required to contribute a defined percentage of each claim, as under:

- 10% of such claims for self, spouse and 2 dependent children
- 20% of such claims for parents, parent's in-law, siblings, and additional children under the separate Insurance plan.

2. Personal Accident coverage for self, up to three times your annual fixed compensation.

a) You have the option of availing Supplemental Accident cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.

3. Life Insurance coverage equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000.

a) You have the option of availing Supplemental Life cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.

4. # (D) Gratuity amount shown above is an indicative approximation of your annual eligibility, and the final payout of any gratuity amount will be determined in accordance with the applicable provisions of the Payment of Gratuity Act, 1972 (as may be amended from time to time), payable as per the Company policy on your exit.

# (D) Notional Insurance Premium is an approximation based on individual factors which may include age, level and fixed pay depending on the insurance. Please note that there could hence be a slight difference in the actual premium amount borne by Accenture for your insurance coverage. The premium amount is directly paid by Accenture to the Insurance companies tied up with and will not be paid to you individually. Applicable only for current FY and can be withdrawn at anytime at company's discretion.

## (E) Reimbursements would be approved as per the policies' terms & conditions. The reimbursement amounts are subject to company policy and discretion and maybe updated/reviewed/withdrawn at any time basis company discretion.

5. You will also be eligible for the Employee Stock Purchase Plan, which will provide a 15% Discounted Rate on ACN Stock traded on NYSE.

a) Employee Stock Purchase Plan (ESPP): The Employee Share Purchase Plan gives the employee an opportunity to purchase Class A common shares in Accenture Limited at a discount through payroll contributions. By participating in this plan, an employee can develop his / her ownership in Accenture and increase his/ her stake in Accenture's success.

6. Accenture provides you with access to the Employee Assistance Program (EAP) at no cost. EAP helps you and your immediate family members deal with work-life stressors, family issues, financial concerns, relationship problems, and even drug or legal concerns. The EAP services cover up to 5 in-person visits, short-term counseling, confidential access to assessments, referrals and follow-up service

In addition to the above, you will also be eligible for the following benefits:

- One time relocation allowance subject to a maximum of INR 2500.00/- on submission of actual supporting as per policy.
- Transport facility, as per Company guidelines, can be availed at no cost.

Details pertaining to relocation allowance will be provided to you at the time of joining the Company. In the unlikely event you choose to

leave the Company, or your services are terminated, before the completion of 1 year of employment with the Company, the relocation assistance will be construed as debt due and payable by you and should be repaid on termination of your employment. Any dues payable by you on termination will be recovered from your final settlement to the extent possible.

The Company may, at any time and in its sole and absolute discretion, amend, suspend, vary and modify any of the terms and conditions of the above benefits & guidelines.

**From the date of your joining, the compensation and benefits mentioned in this annexure will be applicable to you until any further communication from the Company.**

**GST Clause:**

Following the implementation to the GST regulations with effect from July 1st 2017, please note the treatment to any continuing obligations that you have, pursuant to any signing/joining/relocation/retention bonus as per the terms of your employment, will be as under:

Any signing, joining, relocation or retention bonus received by you will be paid along with salary of the relevant or succeeding pay month. This amount is recoverable as per your employment terms, if your service commitment with Accenture change. Any such recovery or adjustment shall be made from your salary pertaining to the service month before your last working day in the Company. Any shortfalls will be adjusted against any further amounts due and payable to you.

**General Tax:**

All compensation will be paid to you after deduction of tax at source, in accordance with applicable law. You will be solely liable for your personal tax liabilities, as per applicable law, both in India and abroad.

## **ANNEXURE II**

### **Mandatory documentation at the time of onboarding:**

1. Two copies of your recent passport size photographs.
  2. Original marksheet of all semester (PG/UG).
  3. Original provisional degree certificate or convocation degree certificate.
  4. Copy of X, XII and all semester mark sheets of PG & UG Degrees.
  5. Copy of Degree/PG/Diploma (as applicable) certificates.
  6. Passport copy, if available (if not please apply immediately).
  7. Pan Card
  8. Copy of Aadhaar Card- We request you to provide for meeting the UAN generation requirement and any other compliance required by governing regulating authorities like EPFO, ESIC, labour welfare fund and others.
- Please note that by voluntarily sharing your Aadhaar details, you are also authorizing us to share it with third parties under contract with the company and which are bound by confidentiality provisions to meet any regulatory requirements and internal procedures of the company including but not limited to making verifications. Do note that the provision of Aadhaar details and seeding Aadhaar with UAN as well as completing KYC requirements of EPFO is necessary and if you are unable to do so this may delay submission of your PF contributions to the regulators.

#### **ANNEXURE IV - DECLARATION**

I hereby represent and warrant that as of my effective start date of employment with the Company, I will have: (a) terminated my employment with any current/previous employer and any other employment or contractor relationships; and (b) satisfactorily performed and completed all my obligations which apply/applied to me vis-à-vis any current/previous employer and any other employment or contractor relationships

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ACKNOWLEDGED AND AGREED:

\_\_\_\_\_  
**Trishita Gharai**

Date:

Disclaimer

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# BE YOURSELF, MAKE A DIFFERENCE.



Strictly Private and Confidential

Dear **Vadisena Yamini Swetha**,

Based on our recent discussion with you, we are pleased to extend an offer to join Accenture Solutions Pvt. Ltd. ("Company or Accenture as the case maybe") in our Advanced Technology Centers, India, as per the below terms and conditions:

**Job Profile - Application Development Associate**

**Management Level - 12**

**Job Family Group - Software Engineering**



Please refer to:

- Annexure I for the compensation and benefits details.
- Annexure II for documentation to be submitted by you.
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At Accenture, the health and well-being of our people, our clients and the community is our top priority. We are also committed to complying with all government safety protocols as we bring our people to our offices. To operate offices at full capacity, there is a growing mandate from government authorities to have all employees vaccinated against COVID-19. Considering this, we expect all our employees to be vaccinated. Therefore, you should ensure to take both doses of the COVID-19 vaccine before onboarding, unless your second dose is due post onboarding, and in that circumstance the second dose should be taken within the government prescribed timelines.

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To indicate your acceptance of this Offer and Terms of Employment with Accenture, please confirm your acceptance/rejection by logging on to Accenture Recruitment Portal (<https://india.jobs.accenture.com/default.aspx>) using your unique reference number, candidate identification (CID) and mobile number within 14 days (fourteen days) from the date of this letter, post which the link will be disabled for you. If we do not receive your response before the expiration of 14 days (fourteen days) from the date of this letter, the terms of this Offer of employment will be deemed to have been rejected by you, unless otherwise communicated to you by the Company in writing. Further, at the time of joining you are required to provide all documentation identified in Annexure II along with the signed copy of this Offer letter and Terms of Employment.

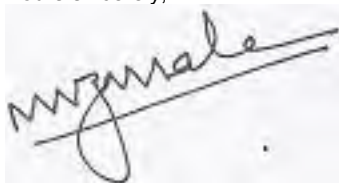
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In case you have a query, please raise them on <https://indiacampus.accenture.com/myzone/accenture/auth/login>

We look forward to hearing from you regarding your decision to join the Company. I wish you a successful career ahead of you and look forward to your joining us.

Yours sincerely,



Mahesh Vasudeo Zurale  
Senior Managing Director  
Lead, Advanced Technology Centers, India

ACKNOWLEDGED AND AGREED

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**Vadisena Yamini Swetha**

## ANNEXURE I

### COMPENSATION & BENEFITS

Annual Total Cash compensation structure as per the Company guidelines is:

Total Cash Compensation Elements	
	Annual (INR)
<b>(A) Annual Fixed Compensation</b>	450000/-
<b>(B) Local Variable Bonus (LVB) earning potential (at maximum 8.5%)</b>	32,500/-
<b>Maximum Annual Total earning potential(A+B)</b>	4,15,500/-
<b>(C) Joining Bonus</b>	
<b>Joining Bonus (Refer to the section C)</b>	INR 25,000/-
<b>(D)# Additional Notional Benefits</b>	
Gratuity for each year of service (indicative and assumed value calculated at an approximation of 4.81% of annual basic)	INR 6,400/-
Notional Insurance Premium paid by Company	INR 11,400/-
<b>Annual Total Earning Potential + Additional Notional Benefits (A+B+C+D)</b>	<b>INR 450000/-</b>
<b>(E)##Additional Discretionary Reimbursements</b>	
Annual Internet reimbursement	INR 12,000/- (capped at INR 1,000/- per month)
<b>(F)Optional opportunity to participate in the Employee Share Purchase Plan</b>	
Employee Share Purchase plan – to purchase Accenture plc Class A ordinary shares <b>at 15% discount on the fair market value</b>	INR 5,700/- [discount opportunity with an optional investment of 10% of gross pay and no change in share price]

#### (A) Annual Fixed Compensation

Your annual fixed compensation is INR 3,83,000. This includes allowances structured in accordance with the Company compensation guidelines and applicable statutory norms. Please note the annual fixed compensation includes employer's contribution to Provident Fund, as applicable.

TDS is deducted as applicable from your Income.

#### (B) Local Variable Bonus (LVB)

As part of your annual total cash compensation, you will be eligible to participate in the FY22 Local Variable Bonus program (LVB). Your indicative pay-out can range from 0% to 8.5% of the prorated fixed pay in the Fiscal year, subject to the overall terms and conditions of

the LVB, including but not limited to your individual performance achievements and the Company's performance. In addition to these two components, your LVB is also linked to your Individual Utilization. The Company may, at any time and in its sole and absolute discretion, amend, suspend, withdraw vary and/or modify any of the terms and conditions of the LVB program guidelines. The LVB will be paid out subject to you being on the roles of the Company on the date of disbursement of these pay outs and will be prorated based on your tenure in Accenture India and considering the period of leave without pay during the said fiscal year.

### **(C) Joining Bonus**

You are also eligible for a joining bonus of INR 25,000/- payable upon joining the organization and that will be paid out along with salary of the month of joining or succeeding pay month. In case you leave, or your services are separated from the Company (except for ramp down or redundancies by the Company) before completion of 1 year from the date of joining, then this whole amount shall be recovered from you.

### **Note: For International Worker Only\***

As per Indian Provident Fund (PF) regulations, membership to the Provident Fund is mandatory for all International Workers. Exemptions if any, shall be as per the existing law. Please note that since your cost to the Company (CTC) includes employee's as well as employer's contribution to Provident Fund, appropriate adjustment in your monthly salary will be made for Provident Fund contributions as per applicable laws/regulations in existence (or amendments from time to time). Withdrawal (if any) from Provident Fund is regulated by the government of India and is subject to government approvals and prevailing laws (amended from time to time). Any person desirous of such withdrawal need to comply with applicable law and procedures laid down by the authorities.

### **Benefits applicable for current Company financial year:**

In addition to your annual total cash compensation, you will be eligible for following benefits, which will be governed by Company policy:

Insurance policy	Coverage for	Coverage amount	Premium paid by
Medical	Self, Spouse/partner (if you identify yourself as lesbian, gay, bisexual and transgender) & 2 Dependent children	INR 3,00,000/- per annum	Company
Personal Accident	Self	Up to 3 times of annual fixed compensation	Company
Life	Self	Equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000/-	Company
Future Service Liability	Self	Up to INR 20,00,000/-	Company
Employee Deposit Linked Insurance (EDLI)	Self	INR 7,05,000/- (If you contribute towards Employee Provident Fund)	Company

1. Medical:

a) Medical Insurance for self, spouse and 2 dependent children up to INR 3,00,000 per annum. This plan allows for coverage of pre-existing ailments. This is as per current arrangement with our Insurer and is subject to review from time to time.

b) You have the option of availing Accenture negotiated rates to cover your parents, parents-in-law and siblings up to INR 10,00,000 & any additional child up to INR 5,00,000 under a separate Insurance plan. You also can avail optional Top-Up and/or Critical Illness Policy for yourself and your dependents (spouse and 2 children) up to INR 10,00,000. The entire premium for this will have to be borne by you. These plans allow for coverage of pre-existing ailments. This is as per current arrangement with our Insurer and is subject to review from time to time.

c) For Permissible claims under the Medical Insurance plans detailed above, you will be required to contribute a defined percentage of each claim, as under:

- 10% of such claims for self, spouse and 2 dependent children
- 20% of such claims for parents, parent's in-law, siblings, and additional children under the separate Insurance plan.

2. Personal Accident coverage for self, up to three times your annual fixed compensation.

a) You have the option of availing Supplemental Accident cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.

3. Life Insurance coverage equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000.

a) You have the option of availing Supplemental Life cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.

4. # (D) Gratuity amount shown above is an indicative approximation of your annual eligibility, and the final payout of any gratuity amount will be determined in accordance with the applicable provisions of the Payment of Gratuity Act, 1972 (as may be amended from time to time), payable as per the Company policy on your exit.

# (D) Notional Insurance Premium is an approximation based on individual factors which may include age, level and fixed pay depending on the insurance. Please note that there could hence be a slight difference in the actual premium amount borne by Accenture for your insurance coverage. The premium amount is directly paid by Accenture to the Insurance companies tied up with and will not be paid to you individually. Applicable only for current FY and can be withdrawn at anytime at company's discretion.

## (E) Reimbursements would be approved as per the policies' terms & conditions. The reimbursement amounts are subject to company policy and discretion and maybe updated/reviewed/withdrawn at any time basis company discretion.

5. You will also be eligible for the Employee Stock Purchase Plan, which will provide a 15% Discounted Rate on ACN Stock traded on NYSE.

a) Employee Stock Purchase Plan (ESPP): The Employee Share Purchase Plan gives the employee an opportunity to purchase Class A common shares in Accenture Limited at a discount through payroll contributions. By participating in this plan, an employee can develop his / her ownership in Accenture and increase his/ her stake in Accenture's success.

6. Accenture provides you with access to the Employee Assistance Program (EAP) at no cost. EAP helps you and your immediate family members deal with work-life stressors, family issues, financial concerns, relationship problems, and even drug or legal concerns. The EAP services cover up to 5 in-person visits, short-term counseling, confidential access to assessments, referrals and follow-up service

In addition to the above, you will also be eligible for the following benefits:

- One time relocation allowance subject to a maximum of INR 2500.00/- on submission of actual supporting as per policy.
- Transport facility, as per Company guidelines, can be availed at no cost.

Details pertaining to relocation allowance will be provided to you at the time of joining the Company. In the unlikely event you choose to

leave the Company, or your services are terminated, before the completion of 1 year of employment with the Company, the relocation assistance will be construed as debt due and payable by you and should be repaid on termination of your employment. Any dues payable by you on termination will be recovered from your final settlement to the extent possible.

The Company may, at any time and in its sole and absolute discretion, amend, suspend, vary and modify any of the terms and conditions of the above benefits & guidelines.

**From the date of your joining, the compensation and benefits mentioned in this annexure will be applicable to you until any further communication from the Company.**

**GST Clause:**

Following the implementation to the GST regulations with effect from July 1st 2017, please note the treatment to any continuing obligations that you have, pursuant to any signing/joining/relocation/retention bonus as per the terms of your employment, will be as under:

Any signing, joining, relocation or retention bonus received by you will be paid along with salary of the relevant or succeeding pay month. This amount is recoverable as per your employment terms, if your service commitment with Accenture change. Any such recovery or adjustment shall be made from your salary pertaining to the service month before your last working day in the Company. Any shortfalls will be adjusted against any further amounts due and payable to you.

**General Tax:**

All compensation will be paid to you after deduction of tax at source, in accordance with applicable law. You will be solely liable for your personal tax liabilities, as per applicable law, both in India and abroad.

## **ANNEXURE II**

### **Mandatory documentation at the time of onboarding:**

1. Two copies of your recent passport size photographs.
  2. Original marksheet of all semester (PG/UG).
  3. Original provisional degree certificate or convocation degree certificate.
  4. Copy of X, XII and all semester mark sheets of PG & UG Degrees.
  5. Copy of Degree/PG/Diploma (as applicable) certificates.
  6. Passport copy, if available (if not please apply immediately).
  7. Pan Card
  8. Copy of Aadhaar Card- We request you to provide for meeting the UAN generation requirement and any other compliance required by governing regulating authorities like EPFO, ESIC, labour welfare fund and others.
- Please note that by voluntarily sharing your Aadhaar details, you are also authorizing us to share it with third parties under contract with the company and which are bound by confidentiality provisions to meet any regulatory requirements and internal procedures of the company including but not limited to making verifications. Do note that the provision of Aadhaar details and seeding Aadhaar with UAN as well as completing KYC requirements of EPFO is necessary and if you are unable to do so this may delay submission of your PF contributions to the regulators.



#### **ANNEXURE IV - DECLARATION**

I hereby represent and warrant that as of my effective start date of employment with the Company, I will have: (a) terminated my employment with any current/previous employer and any other employment or contractor relationships; and (b) satisfactorily performed and completed all my obligations which apply/applied to me vis-à-vis any current/previous employer and any other employment or contractor relationships

I hereby represent and warrant that I have not, during the course of any current/previous employment and any other employment or contractor relationships, entered into or agreed to any arrangement which may restrict, prohibit or debar or conflict or be inconsistent with my acceptance of the offer made by the Company or employment with the Company, including, but not limited to, any time-bound non-compete agreement, restrictive employment agreement or other restrictive terms.

I hereby represent and warrant that I shall not bring into Accenture premises (or use in any manner) any third party documents (regardless of media) or materials (including but not limited to trade secrets) with myself to Accenture, including any such documents or materials from my previous employer. To the extent I feel that my employment at Accenture would require me to bring any third party documents or materials to Accenture I shall not bring any such documents or materials unless I have taken all permissions/approvals from the third parties before accepting the offer from Accenture. I further represent and warrant that I have not and will not inappropriately disclose or misuse any confidential information obtained from and/or in connection with any current/previous employer and any other employment or contractor relationships. I agree and acknowledge that a breach of this provision shall entitle Accenture to terminate my services with immediate effect.

ACKNOWLEDGED AND AGREED:

\_\_\_\_\_  
**Vadisena Yamini Swetha**

Date:

Disclaimer

"This document and any attachments to it (in part or in whole the "Communication") are confidential, may constitute inside information and are for the use only of the addressee. The Communication is the property of Accenture and its affiliates and may contain copyright material or intellectual property of Accenture and/or any of its related entities or of third parties. If you are not the intended recipient of the Communication or have received the Communication in error, please notify the sender or Accenture immediately, return the Communication (in entirety) and delete the Communication (in entirety and copies included) from your records and systems. Unauthorized use, disclosure or copying of this Communication or any part thereof is strictly prohibited and may be unlawful. Any views expressed in the Communication are those of the individual sender only, unless expressly stated to be those of Accenture and its affiliates. Accenture does not guarantee the integrity of the Communication, or that it is free from errors, viruses or interference."

# BE YOURSELF, MAKE A DIFFERENCE.



Strictly Private and Confidential

Dear **Varsha N**,

Based on our recent discussion with you, we are pleased to extend an offer to join Accenture Solutions Pvt. Ltd. ("Company or Accenture as the case maybe") in our Advanced Technology Centers, India, as per the below terms and conditions:

**Job Profile - Application Development Associate**

**Management Level - 12**

**Job Family Group - Software Engineering**



Please refer to:

- Annexure I for the compensation and benefits details.
- Annexure II for documentation to be submitted by you.
- Annexure III Terms of Employment
- Annexure IV-Declaration

Your employment with Accenture will be governed by the clauses mentioned in the attached 'Terms of Employment' effective from your date of joining. You are required to carefully read and understand these Terms of Employment before responding to this Offer. This Offer and your employment with Accenture is subject to successful completion of the qualifying examination from your college , as well as satisfactory completion of verification and/or background or reference checks, which may occur at any time prior to or after your effective start date.

You agree and affirm that the information (personal or otherwise) shared by you at the time of registration is accurate, factually correct, and complete and no material information has been withheld by you. Accenture is providing this offer of employment basis preliminary information provided by you at the registration stage and a declaration concerning your agreement with the eligibility criteria. You understand and acknowledge that your employment with Accenture shall be subject to further verification of details and materials/ documents provided to Accenture as well as any further verification deemed necessary to finalize your candidature. You shall continue to meet the eligibility criteria up till and on the date of joining Accenture (if applicable) and agree that Accenture has the right to revoke the offer of employment, in case of failure of verification, or if you are not meeting the eligibility criteria or in case of any misrepresentation at your end.

Your onboarding date will be intimated to you over a separate e-mail by Accenture onboarding team few weeks prior to your actual onboarding date. You will receive an email from Onboarding.doc.ase@accenture.com. You are expected to confirm to the same by responding to our email and share your acceptance to join us on the stipulated date.

At Accenture, the health and well-being of our people, our clients and the community is our top priority. We are also committed to complying with all government safety protocols as we bring our people to our offices. To operate offices at full capacity, there is a growing mandate from government authorities to have all employees vaccinated against COVID-19. Considering this, we expect all our employees to be vaccinated. Therefore, you should ensure to take both doses of the COVID-19 vaccine before onboarding, unless your second dose is due post onboarding, and in that circumstance the second dose should be taken within the government prescribed timelines.

Please note that compliance with these provisions is a condition precedent for the offer or your continued employment with the Company.

Fundamental Skill Primers Learning Module: As you are aware that as part of providing our new joiners a unique learning experience, Accenture proposes an online learning module - Fundamental Skill Primers. This document further enhances and details of the learning opportunities and terms of training / assessments that were previously mentioned in your Letter of Intent.

- The learning module of this program is typically made available to you to give you a reasonable time to learn at your pace and comfort.
- After completing the Fundamental Skill Primer Learning, you will need to go through the Fundamental Skill Primer assessment.

Upon joining the Company further Stream training program(s) will be conducted for a specific duration on the specific skill set assigned to you. Periodic assessments will be conducted throughout this training program which you are expected to clear. Each of such assessments including Primer assessment will add towards your final score. A min. of 60% will need to be scored for successful clearance. If you are unable to score 60% in the first attempt, you will have up to two additional attempts and will be required to score minimum 60% marks to clear the stream learning assessments.

Your employment with Accenture is subject to your successful completion of the Stream training program and assessments as mentioned above. If you are unable to clear the Stream training assessments in the given 3 attempts successfully, your services with the Company shall be terminated as per Clause 10 outlined in the Terms of Employment.

By completing 100% of Fundamental Skill Primer online modules before the Fundamental Skill primer assessment and scoring 75% or above in the Fundamental Skill Primer assessment, a potential new joiner will be eligible for a learning Incentive of INR 10,000 provided new joiner is employed with the company for minimum three months.

After acceptance of the offer of employment or any time during the course of your employment with the Company you may be required to undergo drug/alcohol/substance test based on the project you are deployed. This offer and your employment with Accenture are contingent upon you completing tests as per the requirements of the Company and in the instance of failing these tests namely the drug/alcohol/substance test, Accenture may, in its sole discretion, elect to terminate or suspend your employment immediately.

In the event a government body/Authority exercising its jurisdiction and statutory power/Authority seeks information pertaining to any aspect of your employment, the Company shall provide such information to the government body/Authority without any notification to you. The foregoing shall be applicable to information pertaining to your employment being shared in pursuance of statutory requirements/compliance. You may belong to this category and your details will be disclosed to these authorities.

To indicate your acceptance of this Offer and Terms of Employment with Accenture, please confirm your acceptance/rejection by logging on to Accenture Recruitment Portal (<https://india.jobs.accenture.com/default.aspx>) using your unique reference number, candidate identification (CID) and mobile number within 14 days (fourteen days) from the date of this letter, post which the link will be disabled for you. If we do not receive your response before the expiration of 14 days (fourteen days) from the date of this letter, the terms of this Offer of employment will be deemed to have been rejected by you, unless otherwise communicated to you by the Company in writing. Further, at the time of joining you are required to provide all documentation identified in Annexure II along with the signed copy of this Offer letter and Terms of Employment.

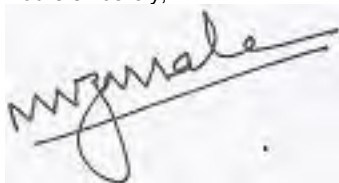
After accepting this Offer, we encourage you visit Countdown to the Company-

(<http://careers.accenture.com/Microsites/countdown/Pages/welcome-india.aspx>). This online, interactive welcome site will help you successfully navigate the first days, weeks and months of your career at Accenture. It will also provide an interesting overview of Company history-as well as tips on how to develop yourself (and your career) in the future.

In case you have a query, please raise them on <https://indiacampus.accenture.com/myzone/accenture/auth/login>

We look forward to hearing from you regarding your decision to join the Company. I wish you a successful career ahead of you and look forward to your joining us.

Yours sincerely,



Mahesh Vasudeo Zurale  
Senior Managing Director  
Lead, Advanced Technology Centers, India

ACKNOWLEDGED AND AGREED

\_\_\_\_\_  
Varsha N

## ANNEXURE I

### COMPENSATION & BENEFITS

Annual Total Cash compensation structure as per the Company guidelines is:

Total Cash Compensation Elements	
	Annual (INR)
<b>(A) Annual Fixed Compensation</b>	450000/-
<b>(B) Local Variable Bonus (LVB) earning potential (at maximum 8.5%)</b>	32,500/-
<b>Maximum Annual Total earning potential(A+B)</b>	4,15,500/-
<b>(C) Joining Bonus</b>	
<b>Joining Bonus (Refer to the section C)</b>	INR 25,000/-
<b>(D)# Additional Notional Benefits</b>	
Gratuity for each year of service (indicative and assumed value calculated at an approximation of 4.81% of annual basic)	INR 6,400/-
Notional Insurance Premium paid by Company	INR 11,400/-
<b>Annual Total Earning Potential + Additional Notional Benefits (A+B+C+D)</b>	<b>INR 450000/-</b>
<b>(E)##Additional Discretionary Reimbursements</b>	
Annual Internet reimbursement	INR 12,000/- (capped at INR 1,000/- per month)
<b>(F)Optional opportunity to participate in the Employee Share Purchase Plan</b>	
Employee Share Purchase plan – to purchase Accenture plc Class A ordinary shares <b>at 15% discount on the fair market value</b>	INR 5,700/- [discount opportunity with an optional investment of 10% of gross pay and no change in share price]

#### (A) Annual Fixed Compensation

Your annual fixed compensation is INR 3,83,000. This includes allowances structured in accordance with the Company compensation guidelines and applicable statutory norms. Please note the annual fixed compensation includes employer's contribution to Provident Fund, as applicable.

TDS is deducted as applicable from your Income.

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As part of your annual total cash compensation, you will be eligible to participate in the FY22 Local Variable Bonus program (LVB). Your indicative pay-out can range from 0% to 8.5% of the prorated fixed pay in the Fiscal year, subject to the overall terms and conditions of

the LVB, including but not limited to your individual performance achievements and the Company's performance. In addition to these two components, your LVB is also linked to your Individual Utilization. The Company may, at any time and in its sole and absolute discretion, amend, suspend, withdraw vary and/or modify any of the terms and conditions of the LVB program guidelines. The LVB will be paid out subject to you being on the roles of the Company on the date of disbursement of these pay outs and will be prorated based on your tenure in Accenture India and considering the period of leave without pay during the said fiscal year.

### **(C) Joining Bonus**

You are also eligible for a joining bonus of INR 25,000/- payable upon joining the organization and that will be paid out along with salary of the month of joining or succeeding pay month. In case you leave, or your services are separated from the Company (except for ramp down or redundancies by the Company) before completion of 1 year from the date of joining, then this whole amount shall be recovered from you.

### **Note: For International Worker Only\***

As per Indian Provident Fund (PF) regulations, membership to the Provident Fund is mandatory for all International Workers. Exemptions if any, shall be as per the existing law. Please note that since your cost to the Company (CTC) includes employee's as well as employer's contribution to Provident Fund, appropriate adjustment in your monthly salary will be made for Provident Fund contributions as per applicable laws/regulations in existence (or amendments from time to time). Withdrawal (if any) from Provident Fund is regulated by the government of India and is subject to government approvals and prevailing laws (amended from time to time). Any person desirous of such withdrawal need to comply with applicable law and procedures laid down by the authorities.

### **Benefits applicable for current Company financial year:**

In addition to your annual total cash compensation, you will be eligible for following benefits, which will be governed by Company policy:

Insurance policy	Coverage for	Coverage amount	Premium paid by
Medical	Self, Spouse/partner (if you identify yourself as lesbian, gay, bisexual and transgender) & 2 Dependent children	INR 3,00,000/- per annum	Company
Personal Accident	Self	Up to 3 times of annual fixed compensation	Company
Life	Self	Equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000/-	Company
Future Service Liability	Self	Up to INR 20,00,000/-	Company
Employee Deposit Linked Insurance (EDLI)	Self	INR 7,05,000/- (If you contribute towards Employee Provident Fund)	Company

1. Medical:

a) Medical Insurance for self, spouse and 2 dependent children up to INR 3,00,000 per annum. This plan allows for coverage of pre-existing ailments. This is as per current arrangement with our Insurer and is subject to review from time to time.

b) You have the option of availing Accenture negotiated rates to cover your parents, parents-in-law and siblings up to INR 10,00,000 & any additional child up to INR 5,00,000 under a separate Insurance plan. You also can avail optional Top-Up and/or Critical Illness Policy for yourself and your dependents (spouse and 2 children) up to INR 10,00,000. The entire premium for this will have to be borne by you. These plans allow for coverage of pre-existing ailments. This is as per current arrangement with our Insurer and is subject to review from time to time.

c) For Permissible claims under the Medical Insurance plans detailed above, you will be required to contribute a defined percentage of each claim, as under:

- 10% of such claims for self, spouse and 2 dependent children
- 20% of such claims for parents, parent's in-law, siblings, and additional children under the separate Insurance plan.

2. Personal Accident coverage for self, up to three times your annual fixed compensation.

a) You have the option of availing Supplemental Accident cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.

3. Life Insurance coverage equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000.

a) You have the option of availing Supplemental Life cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.

4. # (D) Gratuity amount shown above is an indicative approximation of your annual eligibility, and the final payout of any gratuity amount will be determined in accordance with the applicable provisions of the Payment of Gratuity Act, 1972 (as may be amended from time to time), payable as per the Company policy on your exit.

# (D) Notional Insurance Premium is an approximation based on individual factors which may include age, level and fixed pay depending on the insurance. Please note that there could hence be a slight difference in the actual premium amount borne by Accenture for your insurance coverage. The premium amount is directly paid by Accenture to the Insurance companies tied up with and will not be paid to you individually. Applicable only for current FY and can be withdrawn at anytime at company's discretion.

## (E) Reimbursements would be approved as per the policies' terms & conditions. The reimbursement amounts are subject to company policy and discretion and maybe updated/reviewed/withdrawn at any time basis company discretion.

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a) Employee Stock Purchase Plan (ESPP): The Employee Share Purchase Plan gives the employee an opportunity to purchase Class A common shares in Accenture Limited at a discount through payroll contributions. By participating in this plan, an employee can develop his / her ownership in Accenture and increase his/ her stake in Accenture's success.

6. Accenture provides you with access to the Employee Assistance Program (EAP) at no cost. EAP helps you and your immediate family members deal with work-life stressors, family issues, financial concerns, relationship problems, and even drug or legal concerns. The EAP services cover up to 5 in-person visits, short-term counseling, confidential access to assessments, referrals and follow-up service

In addition to the above, you will also be eligible for the following benefits:

- One time relocation allowance subject to a maximum of INR 2500.00/- on submission of actual supporting as per policy.
- Transport facility, as per Company guidelines, can be availed at no cost.

Details pertaining to relocation allowance will be provided to you at the time of joining the Company. In the unlikely event you choose to

leave the Company, or your services are terminated, before the completion of 1 year of employment with the Company, the relocation assistance will be construed as debt due and payable by you and should be repaid on termination of your employment. Any dues payable by you on termination will be recovered from your final settlement to the extent possible.

The Company may, at any time and in its sole and absolute discretion, amend, suspend, vary and modify any of the terms and conditions of the above benefits & guidelines.

**From the date of your joining, the compensation and benefits mentioned in this annexure will be applicable to you until any further communication from the Company.**

**GST Clause:**

Following the implementation to the GST regulations with effect from July 1st 2017, please note the treatment to any continuing obligations that you have, pursuant to any signing/joining/relocation/retention bonus as per the terms of your employment, will be as under:

Any signing, joining, relocation or retention bonus received by you will be paid along with salary of the relevant or succeeding pay month. This amount is recoverable as per your employment terms, if your service commitment with Accenture change. Any such recovery or adjustment shall be made from your salary pertaining to the service month before your last working day in the Company. Any shortfalls will be adjusted against any further amounts due and payable to you.

**General Tax:**

All compensation will be paid to you after deduction of tax at source, in accordance with applicable law. You will be solely liable for your personal tax liabilities, as per applicable law, both in India and abroad.



## **ANNEXURE II**

### **Mandatory documentation at the time of onboarding:**

1. Two copies of your recent passport size photographs.
  2. Original marksheet of all semester (PG/UG).
  3. Original provisional degree certificate or convocation degree certificate.
  4. Copy of X, XII and all semester mark sheets of PG & UG Degrees.
  5. Copy of Degree/PG/Diploma (as applicable) certificates.
  6. Passport copy, if available (if not please apply immediately).
  7. Pan Card
  8. Copy of Aadhaar Card- We request you to provide for meeting the UAN generation requirement and any other compliance required by governing regulating authorities like EPFO, ESIC, labour welfare fund and others.
- Please note that by voluntarily sharing your Aadhaar details, you are also authorizing us to share it with third parties under contract with the company and which are bound by confidentiality provisions to meet any regulatory requirements and internal procedures of the company including but not limited to making verifications. Do note that the provision of Aadhaar details and seeding Aadhaar with UAN as well as completing KYC requirements of EPFO is necessary and if you are unable to do so this may delay submission of your PF contributions to the regulators.

#### **ANNEXURE IV - DECLARATION**

I hereby represent and warrant that as of my effective start date of employment with the Company, I will have: (a) terminated my employment with any current/previous employer and any other employment or contractor relationships; and (b) satisfactorily performed and completed all my obligations which apply/applied to me vis-à-vis any current/previous employer and any other employment or contractor relationships

I hereby represent and warrant that I have not, during the course of any current/previous employment and any other employment or contractor relationships, entered into or agreed to any arrangement which may restrict, prohibit or debar or conflict or be inconsistent with my acceptance of the offer made by the Company or employment with the Company, including, but not limited to, any time-bound non-compete agreement, restrictive employment agreement or other restrictive terms.

I hereby represent and warrant that I shall not bring into Accenture premises (or use in any manner) any third party documents (regardless of media) or materials (including but not limited to trade secrets) with myself to Accenture, including any such documents or materials from my previous employer. To the extent I feel that my employment at Accenture would require me to bring any third party documents or materials to Accenture I shall not bring any such documents or materials unless I have taken all permissions/approvals from the third parties before accepting the offer from Accenture. I further represent and warrant that I have not and will not inappropriately disclose or misuse any confidential information obtained from and/or in connection with any current/previous employer and any other employment or contractor relationships. I agree and acknowledge that a breach of this provision shall entitle Accenture to terminate my services with immediate effect.

ACKNOWLEDGED AND AGREED:

\_\_\_\_\_  
**Varsha N**

Date:

Disclaimer

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# BE YOURSELF, MAKE A DIFFERENCE.



Strictly Private and Confidential

Dear **Vidya Shree P N**,

Based on our recent discussion with you, we are pleased to extend an offer to join Accenture Solutions Pvt. Ltd. ("Company or Accenture as the case maybe") in our Advanced Technology Centers, India, as per the below terms and conditions:

**Job Profile - Application Development Associate**

**Management Level - 12**

**Job Family Group - Software Engineering**



Please refer to:

- Annexure I for the compensation and benefits details.
- Annexure II for documentation to be submitted by you.
- Annexure III Terms of Employment
- Annexure IV-Declaration

Your employment with Accenture will be governed by the clauses mentioned in the attached 'Terms of Employment' effective from your date of joining. You are required to carefully read and understand these Terms of Employment before responding to this Offer. This Offer and your employment with Accenture is subject to successful completion of the qualifying examination from your college , as well as satisfactory completion of verification and/or background or reference checks, which may occur at any time prior to or after your effective start date.

You agree and affirm that the information (personal or otherwise) shared by you at the time of registration is accurate, factually correct, and complete and no material information has been withheld by you. Accenture is providing this offer of employment basis preliminary information provided by you at the registration stage and a declaration concerning your agreement with the eligibility criteria. You understand and acknowledge that your employment with Accenture shall be subject to further verification of details and materials/ documents provided to Accenture as well as any further verification deemed necessary to finalize your candidature. You shall continue to meet the eligibility criteria up till and on the date of joining Accenture (if applicable) and agree that Accenture has the right to revoke the offer of employment, in case of failure of verification, or if you are not meeting the eligibility criteria or in case of any misrepresentation at your end.

Your onboarding date will be intimated to you over a separate e-mail by Accenture onboarding team few weeks prior to your actual onboarding date. You will receive an email from Onboarding.doc.ase@accenture.com. You are expected to confirm to the same by responding to our email and share your acceptance to join us on the stipulated date.

At Accenture, the health and well-being of our people, our clients and the community is our top priority. We are also committed to complying with all government safety protocols as we bring our people to our offices. To operate offices at full capacity, there is a growing mandate from government authorities to have all employees vaccinated against COVID-19. Considering this, we expect all our employees to be vaccinated. Therefore, you should ensure to take both doses of the COVID-19 vaccine before onboarding, unless your second dose is due post onboarding, and in that circumstance the second dose should be taken within the government prescribed timelines.

Please note that compliance with these provisions is a condition precedent for the offer or your continued employment with the Company.

Fundamental Skill Primers Learning Module: As you are aware that as part of providing our new joiners a unique learning experience, Accenture proposes an online learning module - Fundamental Skill Primers. This document further enhances and details of the learning opportunities and terms of training / assessments that were previously mentioned in your Letter of Intent.

- The learning module of this program is typically made available to you to give you a reasonable time to learn at your pace and comfort.
- After completing the Fundamental Skill Primer Learning, you will need to go through the Fundamental Skill Primer assessment.

Upon joining the Company further Stream training program(s) will be conducted for a specific duration on the specific skill set assigned to you. Periodic assessments will be conducted throughout this training program which you are expected to clear. Each of such assessments including Primer assessment will add towards your final score. A min. of 60% will need to be scored for successful clearance. If you are unable to score 60% in the first attempt, you will have up to two additional attempts and will be required to score minimum 60% marks to clear the stream learning assessments.

Your employment with Accenture is subject to your successful completion of the Stream training program and assessments as mentioned above. If you are unable to clear the Stream training assessments in the given 3 attempts successfully, your services with the Company shall be terminated as per Clause 10 outlined in the Terms of Employment.

By completing 100% of Fundamental Skill Primer online modules before the Fundamental Skill primer assessment and scoring 75% or above in the Fundamental Skill Primer assessment, a potential new joiner will be eligible for a learning Incentive of INR 10,000 provided new joiner is employed with the company for minimum three months.

After acceptance of the offer of employment or any time during the course of your employment with the Company you may be required to undergo drug/alcohol/substance test based on the project you are deployed. This offer and your employment with Accenture are contingent upon you completing tests as per the requirements of the Company and in the instance of failing these tests namely the drug/alcohol/substance test, Accenture may, in its sole discretion, elect to terminate or suspend your employment immediately.

In the event a government body/Authority exercising its jurisdiction and statutory power/Authority seeks information pertaining to any aspect of your employment, the Company shall provide such information to the government body/Authority without any notification to you. The foregoing shall be applicable to information pertaining to your employment being shared in pursuance of statutory requirements/compliance. You may belong to this category and your details will be disclosed to these authorities.

To indicate your acceptance of this Offer and Terms of Employment with Accenture, please confirm your acceptance/rejection by logging on to Accenture Recruitment Portal (<https://india.jobs.accenture.com/default.aspx>) using your unique reference number, candidate identification (CID) and mobile number within 14 days (fourteen days) from the date of this letter, post which the link will be disabled for you. If we do not receive your response before the expiration of 14 days (fourteen days) from the date of this letter, the terms of this Offer of employment will be deemed to have been rejected by you, unless otherwise communicated to you by the Company in writing. Further, at the time of joining you are required to provide all documentation identified in Annexure II along with the signed copy of this Offer letter and Terms of Employment.

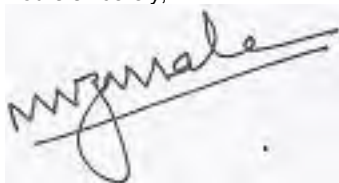
After accepting this Offer, we encourage you visit Countdown to the Company-

(<http://careers.accenture.com/Microsites/countdown/Pages/welcome-india.aspx>). This online, interactive welcome site will help you successfully navigate the first days, weeks and months of your career at Accenture. It will also provide an interesting overview of Company history-as well as tips on how to develop yourself (and your career) in the future.

In case you have a query, please raise them on <https://indiacampus.accenture.com/myzone/accenture/auth/login>

We look forward to hearing from you regarding your decision to join the Company. I wish you a successful career ahead of you and look forward to your joining us.

Yours sincerely,



Mahesh Vasudeo Zurale  
Senior Managing Director  
Lead, Advanced Technology Centers, India

ACKNOWLEDGED AND AGREED

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**Vidya Shree P N**

## ANNEXURE I

### COMPENSATION & BENEFITS

Annual Total Cash compensation structure as per the Company guidelines is:

Total Cash Compensation Elements	
	Annual (INR)
<b>(A) Annual Fixed Compensation</b>	450000/-
<b>(B) Local Variable Bonus (LVB) earning potential (at maximum 8.5%)</b>	32,500/-
<b>Maximum Annual Total earning potential(A+B)</b>	4,15,500/-
<b>(C) Joining Bonus</b>	
<b>Joining Bonus (Refer to the section C)</b>	INR 25,000/-
<b>(D)# Additional Notional Benefits</b>	
Gratuity for each year of service (indicative and assumed value calculated at an approximation of 4.81% of annual basic)	INR 6,400/-
Notional Insurance Premium paid by Company	INR 11,400/-
<b>Annual Total Earning Potential + Additional Notional Benefits (A+B+C+D)</b>	<b>INR 450000/-</b>
<b>(E)##Additional Discretionary Reimbursements</b>	
Annual Internet reimbursement	INR 12,000/- (capped at INR 1,000/- per month)
<b>(F)Optional opportunity to participate in the Employee Share Purchase Plan</b>	
Employee Share Purchase plan – to purchase Accenture plc Class A ordinary shares <b>at 15% discount on the fair market value</b>	INR 5,700/- [discount opportunity with an optional investment of 10% of gross pay and no change in share price]

#### (A) Annual Fixed Compensation

Your annual fixed compensation is INR 3,83,000. This includes allowances structured in accordance with the Company compensation guidelines and applicable statutory norms. Please note the annual fixed compensation includes employer's contribution to Provident Fund, as applicable.

TDS is deducted as applicable from your Income.

#### (B) Local Variable Bonus (LVB)

As part of your annual total cash compensation, you will be eligible to participate in the FY22 Local Variable Bonus program (LVB). Your indicative pay-out can range from 0% to 8.5% of the prorated fixed pay in the Fiscal year, subject to the overall terms and conditions of

the LVB, including but not limited to your individual performance achievements and the Company's performance. In addition to these two components, your LVB is also linked to your Individual Utilization. The Company may, at any time and in its sole and absolute discretion, amend, suspend, withdraw vary and/or modify any of the terms and conditions of the LVB program guidelines. The LVB will be paid out subject to you being on the roles of the Company on the date of disbursement of these pay outs and will be prorated based on your tenure in Accenture India and considering the period of leave without pay during the said fiscal year.

### **(C) Joining Bonus**

You are also eligible for a joining bonus of INR 25,000/- payable upon joining the organization and that will be paid out along with salary of the month of joining or succeeding pay month. In case you leave, or your services are separated from the Company (except for ramp down or redundancies by the Company) before completion of 1 year from the date of joining, then this whole amount shall be recovered from you.

### **Note: For International Worker Only\***

As per Indian Provident Fund (PF) regulations, membership to the Provident Fund is mandatory for all International Workers. Exemptions if any, shall be as per the existing law. Please note that since your cost to the Company (CTC) includes employee's as well as employer's contribution to Provident Fund, appropriate adjustment in your monthly salary will be made for Provident Fund contributions as per applicable laws/regulations in existence (or amendments from time to time). Withdrawal (if any) from Provident Fund is regulated by the government of India and is subject to government approvals and prevailing laws (amended from time to time). Any person desirous of such withdrawal need to comply with applicable law and procedures laid down by the authorities.

### **Benefits applicable for current Company financial year:**

In addition to your annual total cash compensation, you will be eligible for following benefits, which will be governed by Company policy:

Insurance policy	Coverage for	Coverage amount	Premium paid by
Medical	Self, Spouse/partner (if you identify yourself as lesbian, gay, bisexual and transgender) & 2 Dependent children	INR 3,00,000/- per annum	Company
Personal Accident	Self	Up to 3 times of annual fixed compensation	Company
Life	Self	Equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000/-	Company
Future Service Liability	Self	Up to INR 20,00,000/-	Company
Employee Deposit Linked Insurance (EDLI)	Self	INR 7,05,000/- (If you contribute towards Employee Provident Fund)	Company

1. Medical:

a) Medical Insurance for self, spouse and 2 dependent children up to INR 3,00,000 per annum. This plan allows for coverage of pre-existing ailments. This is as per current arrangement with our Insurer and is subject to review from time to time.

b) You have the option of availing Accenture negotiated rates to cover your parents, parents-in-law and siblings up to INR 10,00,000 & any additional child up to INR 5,00,000 under a separate Insurance plan. You also can avail optional Top-Up and/or Critical Illness Policy for yourself and your dependents (spouse and 2 children) up to INR 10,00,000. The entire premium for this will have to be borne by you. These plans allow for coverage of pre-existing ailments. This is as per current arrangement with our Insurer and is subject to review from time to time.

c) For Permissible claims under the Medical Insurance plans detailed above, you will be required to contribute a defined percentage of each claim, as under:

- 10% of such claims for self, spouse and 2 dependent children
- 20% of such claims for parents, parent's in-law, siblings, and additional children under the separate Insurance plan.

2. Personal Accident coverage for self, up to three times your annual fixed compensation.

a) You have the option of availing Supplemental Accident cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.

3. Life Insurance coverage equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000.

a) You have the option of availing Supplemental Life cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.

4. # (D) Gratuity amount shown above is an indicative approximation of your annual eligibility, and the final payout of any gratuity amount will be determined in accordance with the applicable provisions of the Payment of Gratuity Act, 1972 (as may be amended from time to time), payable as per the Company policy on your exit.

# (D) Notional Insurance Premium is an approximation based on individual factors which may include age, level and fixed pay depending on the insurance. Please note that there could hence be a slight difference in the actual premium amount borne by Accenture for your insurance coverage. The premium amount is directly paid by Accenture to the Insurance companies tied up with and will not be paid to you individually. Applicable only for current FY and can be withdrawn at anytime at company's discretion.

## (E) Reimbursements would be approved as per the policies' terms & conditions. The reimbursement amounts are subject to company policy and discretion and maybe updated/reviewed/withdrawn at any time basis company discretion.

5. You will also be eligible for the Employee Stock Purchase Plan, which will provide a 15% Discounted Rate on ACN Stock traded on NYSE.

a) Employee Stock Purchase Plan (ESPP): The Employee Share Purchase Plan gives the employee an opportunity to purchase Class A common shares in Accenture Limited at a discount through payroll contributions. By participating in this plan, an employee can develop his / her ownership in Accenture and increase his/ her stake in Accenture's success.

6. Accenture provides you with access to the Employee Assistance Program (EAP) at no cost. EAP helps you and your immediate family members deal with work-life stressors, family issues, financial concerns, relationship problems, and even drug or legal concerns. The EAP services cover up to 5 in-person visits, short-term counseling, confidential access to assessments, referrals and follow-up service

In addition to the above, you will also be eligible for the following benefits:

- One time relocation allowance subject to a maximum of INR 2500.00/- on submission of actual supporting as per policy.
- Transport facility, as per Company guidelines, can be availed at no cost.

Details pertaining to relocation allowance will be provided to you at the time of joining the Company. In the unlikely event you choose to



leave the Company, or your services are terminated, before the completion of 1 year of employment with the Company, the relocation assistance will be construed as debt due and payable by you and should be repaid on termination of your employment. Any dues payable by you on termination will be recovered from your final settlement to the extent possible.

The Company may, at any time and in its sole and absolute discretion, amend, suspend, vary and modify any of the terms and conditions of the above benefits & guidelines.

**From the date of your joining, the compensation and benefits mentioned in this annexure will be applicable to you until any further communication from the Company.**

**GST Clause:**

Following the implementation to the GST regulations with effect from July 1st 2017, please note the treatment to any continuing obligations that you have, pursuant to any signing/joining/relocation/retention bonus as per the terms of your employment, will be as under:

Any signing, joining, relocation or retention bonus received by you will be paid along with salary of the relevant or succeeding pay month. This amount is recoverable as per your employment terms, if your service commitment with Accenture change. Any such recovery or adjustment shall be made from your salary pertaining to the service month before your last working day in the Company. Any shortfalls will be adjusted against any further amounts due and payable to you.

**General Tax:**

All compensation will be paid to you after deduction of tax at source, in accordance with applicable law. You will be solely liable for your personal tax liabilities, as per applicable law, both in India and abroad.

## **ANNEXURE II**

### **Mandatory documentation at the time of onboarding:**

1. Two copies of your recent passport size photographs.
  2. Original marksheet of all semester (PG/UG).
  3. Original provisional degree certificate or convocation degree certificate.
  4. Copy of X, XII and all semester mark sheets of PG & UG Degrees.
  5. Copy of Degree/PG/Diploma (as applicable) certificates.
  6. Passport copy, if available (if not please apply immediately).
  7. Pan Card
  8. Copy of Aadhaar Card- We request you to provide for meeting the UAN generation requirement and any other compliance required by governing regulating authorities like EPFO, ESIC, labour welfare fund and others.
- Please note that by voluntarily sharing your Aadhaar details, you are also authorizing us to share it with third parties under contract with the company and which are bound by confidentiality provisions to meet any regulatory requirements and internal procedures of the company including but not limited to making verifications. Do note that the provision of Aadhaar details and seeding Aadhaar with UAN as well as completing KYC requirements of EPFO is necessary and if you are unable to do so this may delay submission of your PF contributions to the regulators.

#### **ANNEXURE IV - DECLARATION**

I hereby represent and warrant that as of my effective start date of employment with the Company, I will have: (a) terminated my employment with any current/previous employer and any other employment or contractor relationships; and (b) satisfactorily performed and completed all my obligations which apply/applied to me vis-à-vis any current/previous employer and any other employment or contractor relationships

I hereby represent and warrant that I have not, during the course of any current/previous employment and any other employment or contractor relationships, entered into or agreed to any arrangement which may restrict, prohibit or debar or conflict or be inconsistent with my acceptance of the offer made by the Company or employment with the Company, including, but not limited to, any time-bound non-compete agreement, restrictive employment agreement or other restrictive terms.

I hereby represent and warrant that I shall not bring into Accenture premises (or use in any manner) any third party documents (regardless of media) or materials (including but not limited to trade secrets) with myself to Accenture, including any such documents or materials from my previous employer. To the extent I feel that my employment at Accenture would require me to bring any third party documents or materials to Accenture I shall not bring any such documents or materials unless I have taken all permissions/approvals from the third parties before accepting the offer from Accenture. I further represent and warrant that I have not and will not inappropriately disclose or misuse any confidential information obtained from and/or in connection with any current/previous employer and any other employment or contractor relationships. I agree and acknowledge that a breach of this provision shall entitle Accenture to terminate my services with immediate effect.

ACKNOWLEDGED AND AGREED:

\_\_\_\_\_  
**Vidya Shree P N**

Date:

Disclaimer

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**Offer: Computer Consultancy**

**Ref: TCSL/DT20228278627/Bangalore**

**Date: 8/9/2022**

Dear Adarsh Kumar

**Sub: Letter of Offer**

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade **Y**. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be **375000/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year. Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &



Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

## **COMPENSATION AND BENEFITS**

### **BASIC SALARY**

You will be eligible for a basic salary of `14,784/- per month.

### **BOUQUET OF BENEFITS (BoB)**

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

#### **1. House Rent Allowance (HRA)**

Your HRA will be `5,914/- per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

#### **2. Leave Travel Allowance**

You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

#### **3. Food Card**

You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias. As per the Pre-Defined structure you will be eligible for a Food Card with an amount of `500/- being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.



## **PERFORMANCE PAY**

### **Monthly Performance Pay**

You will receive a monthly performance pay of `1,700/-. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

### **Quarterly Variable Allowance**

Your variable allowance will be `600/- per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

## **CITY ALLOWANCE**

You will be eligible for a City Allowance of `200/- per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

## **XPLORE/ LEARNING INCENTIVES**

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

## **OTHER BENEFITS**

### **Health Insurance Scheme**

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:



## **1. Basic Cover**

i. Entitlement - Includes domiciliary expenses up to `6,000/- per insured person per annum and basic hospitalization expenses up to `2,00,000/- per insured person per annum.

ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

## **2. Higher Hospitalisation**

Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

i. Entitlement - You and your enrolled dependants will be entitled for `12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

## **Maternity Leave**

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother, may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

## **Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)**

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of `250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

## **Loans**

You will be eligible for loans, as per TCSL's loan policy.

## **Professional Memberships**

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.





## **RETIRALS**

### **Provident Fund**

You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

### **Gratuity**

You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

## **TERMS AND CONDITIONS**

### **1. Aggregate Percentage Requirements**

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

### **2. Pre requisites for Joining**

To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.





### **3. Training Period**

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

### **4. Working Hours**

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

### **5. Mobility**

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

### **6. Compensation Structure / Salary components**

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

### **7. Increments and Promotions**

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

### **8. Alternative Occupation / Employment**

Either during the period of your traineeship or during the period of your employment as a



confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

## **9. Confidentiality Agreement**

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

## **10. Service Agreement**

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL `50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

## **11. Work in SBWS mode**

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.

## **12. Overseas International Assignment Agreement**

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related



documents pertaining to the international assignment for which you are being placed. In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

### **13. Terms and Conditions**

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

### **14. TATA Code of Conduct**

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

### **15. Notice Period**

Upon your confirmation, this contract of employment is terminable by you by giving 90 days notice in writing to TCSL. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion.

Upon your confirmation, this contract of employment may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

It is understood, agreed and made abundantly clear herein that you shall have to necessarily work during the notice period given by TCSL under this clause, unless you are otherwise relieved by TCSL by giving you payment in lieu of notice.

Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by it at its own discretion having regard to the responsibilities shouldered by you while being in the employment of TCS.

### **16. Retirement**

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

### **17. Pre-employment Medical Certificate**

You are required to submit a Medical Certificate of Fitness (in the format prescribed by



TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

### 18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

### 19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining. If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

### 20. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)



- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :

\*There is no criminal offence registered/pending against you

\*There is no disciplinary case pending against you in the university

- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

\*PAN Card (Permanent Account Number)

\*Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)

\*Passport

\*NSR E-Card

## **21. TCS Xperience Program**

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

## **22. Letter of Appointment**

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

## **23. Rules and Regulations of the Company**

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from





time to time. The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

#### **24. Compliance to all clauses**

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

#### **25. Data Privacy Clause:**

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of overseas deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

**Withdrawal of Offer**

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

**For TATA Consultancy Services Limited**

**Girish V. Nandimath**  
**Global Head Talent Acquisition & AIP**



[Click here](#) or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary  
Annexure 2: List of TCS Xplore Centres  
Annexure 3: Confidentiality and IP Terms



## GROSS SALARY SHEET

Annexure 1

<b>Name</b>	<b>Adarsh Kumar</b>
<b>Designation</b>	<b>Assistant System Engineer-Trainee</b>
<b>Institute Name</b>	<b>Others</b>

Table 1: Compensation Details (All Components in INR)

<b>Component Category</b>	<b>Monthly</b>	<b>Annual</b>
<b>1) Fixed Compensation</b>		
Basic Salary	14,784	1,77,408
Bouquet Of Benefits #	7,646	91,752
<b>2) Performance Pay**</b>		
Monthly Performance Pay	1,700	20,400
Quarterly Variable Allowance*	600	7,200
<b>3) City Allowance</b>	200	2,400
<b>4) Annual Components/Retirals</b>		
Health Insurance***	NA	7,900
Provident Fund	1,774	21,289
Gratuity	711	8,533
Total of Annual Components & Retirals	2,485	37,722
<b>TOTAL GROSS</b>	<b>27,415</b>	<b>375000</b>
<b>Xplore/ Learning Incentive****</b>		<b>Upto 60,000</b>

# Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

\* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

\*\*The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

\*\*\* For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

\*\*\*\* Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

<b>Component Category</b>	<b>Monthly</b>	<b>Annual</b>
House Rent Allowance	5,914	70,968
Leave Travel Assistance	1,232	14,784
Food Card	500	6,000
<b>GROSS BOUQUET OF BENEFITS</b>	<b>7,646</b>	<b>91,752</b>





## Annexure

<b>Ahmedabad</b> TCS XP HR Lead Tata Consultancy Services, Garima Park, IT/ITES SEZ, Plot # 41, Gandhinagar - 382007	<b>Bangalore</b> TCS XP HR Lead Tata Consultancy Services, Gate 1, No 42, Think campus, Electronic City phase II, Bangalore - 560100, Karnataka
<b>BUBANESHWAR</b> TCS XP HR Lead Tata Consultancy Services, Training Lab Venue: Barabati, IRC Block, Ground Floor, Tata Consultancy Services Limited, (UNIT-II) - BARBATI SEZ, IT/ITES - SPECIAL ECONOMIC ZONE (SEZ), PLOT NO. 35, CHANDAKA INDUSTRIAL ESTATE, PATIA, Bhubaneswar - 751024	<b>Chennai</b> TCS XP HR Lead Tata Consultancy Services, 415/21-24, Kumaran Nagar, Old Mahabalipuram Rd, TNHB, Sholinganallur, Chennai, Tamil Nadu 600119
<b>DELHI – Gurgaon</b> TCS XP HR Lead Tata Consultancy Services, Block C, Kings Canyon, ASF Insignia, Gurgaon - Faridabad Road, Gawal Pahari, Gurgaon - 122003, Haryana	<b>DELHI – Noida</b> TCS XP HR Lead Tata Consultancy Services, Plot No. A-44 & A-45, Ground, 1st to 5th Floor & 10th floor, Galaxy Business Park, Block - C & D, Sector - 62, Noida - 201 309, UP
<b>Guwahati</b> TCS XP HR Lead Tata Consultancy Services, 5th Floor, NEDFi House, G.S. Road, Dispur, Guwahati - 781006, Assam	<b>Hyderabad</b> TCS XP HR Lead Tata Consultancy Services, Q City, Nanakramguda, Hyderabad
<b>INDORE</b> TCS XP HR Lead Tata Consultancy Services, IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor, Village Tigariya Badshah & Bada Bangarde, Tehsil Hatod, Indore - 452018, Madhya Pradesh	<b>KOLKATA</b> TCS XP HR Lead Tata Consultancy Services Limited, Ecospace 1B building, 2nd Floor, Plot - IIF/12, New Town, Rajarhat, Kolkata - 700160, West Bengal OR Auditorium, 2nd Floor, Wanderers Building, Delta Park - Lords
<b>KOCHI</b> TCS XP HR Lead Tata Consultancy Services, TCS centre, Infopark Road Infopark Campus, Infopark, Kakkanad, Kerala 682042	<b>MUMBAI</b> TCS XP HR Lead Tata Consultancy Services, Yantra Park, Pokharan Road Number 2, TCS Approach Rd, Thane, West, Thane, Maharashtra 400606
<b>NAGPUR</b> TCS XP HR Lead Tata Consultancy Services Limited, Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,	<b>PUNE</b> TCS XP HR Lead Tata Consultancy Services, Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park, Hinjewadi Phase III, Pune - 411057, Maharashtra
<b>Trivandrum</b> TCS XP HR Lead Tata Consultancy Services, Peepul Park, Technopark Campus, Kariyavattom P.O, Trivandrum - 695581, India	



## Annexure

### Confidentiality and IP Terms and Conditions

#### 1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.



## **2. Associate's Obligations**

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

## **3. Intellectual Property Rights**

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filing or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.



#### **4. Prior knowledge**

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

#### **5. Use of third party material**

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

#### **6. Security policies and Guidelines.**

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

#### **7. Working in SBWS Framework:**

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.





(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

## **8. Restriction on Associate's Rights**

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

## **9. No License**

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.



## 10. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

## 11. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay or omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.



(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.



**Offer: Computer Consultancy**

**Ref: TCSL/DT20228278603/Bangalore**

**Date: 8/9/2022**

Dear ADHEEV KOLIYOT

**Sub: Letter of Offer**

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade **Y**. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be **350000/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year. Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &





Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

## **COMPENSATION AND BENEFITS**

### **BASIC SALARY**

You will be eligible for a basic salary of `14,784/- per month.

### **BOUQUET OF BENEFITS (BoB)**

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

#### **1. House Rent Allowance (HRA)**

Your HRA will be `5,914/- per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

#### **2. Leave Travel Allowance**

You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

#### **3. Food Card**

You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias. As per the Pre-Defined structure you will be eligible for a Food Card with an amount of `500/- being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.



## **PERFORMANCE PAY**

### **Monthly Performance Pay**

You will receive a monthly performance pay of `1,700/-. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

### **Quarterly Variable Allowance**

Your variable allowance will be `600/- per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

## **CITY ALLOWANCE**

You will be eligible for a City Allowance of `200/- per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

## **XPLORE/ LEARNING INCENTIVES**

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

## **OTHER BENEFITS**

### **Health Insurance Scheme**

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:



## **1. Basic Cover**

i. Entitlement - Includes domiciliary expenses up to `6,000/- per insured person per annum and basic hospitalization expenses up to `2,00,000/- per insured person per annum.

ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

## **2. Higher Hospitalisation**

Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

i. Entitlement - You and your enrolled dependants will be entitled for `12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

## **Maternity Leave**

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother, may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

## **Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)**

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of `250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

## **Loans**

You will be eligible for loans, as per TCSL's loan policy.

## **Professional Memberships**

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.



## **RETIRALS**

### **Provident Fund**

You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

### **Gratuity**

You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

## **TERMS AND CONDITIONS**

### **1. Aggregate Percentage Requirements**

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

### **2. Pre requisites for Joining**

To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.



### **3. Training Period**

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

### **4. Working Hours**

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

### **5. Mobility**

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

### **6. Compensation Structure / Salary components**

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

### **7. Increments and Promotions**

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

### **8. Alternative Occupation / Employment**

Either during the period of your traineeship or during the period of your employment as a





confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

## **9. Confidentiality Agreement**

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

## **10. Service Agreement**

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL `50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

## **11. Work in SBWS mode**

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.

## **12. Overseas International Assignment Agreement**

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related



documents pertaining to the international assignment for which you are being placed. In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

### **13. Terms and Conditions**

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

### **14. TATA Code of Conduct**

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

### **15. Notice Period**

Upon your confirmation, this contract of employment is terminable by you by giving 90 days notice in writing to TCSL. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion.

Upon your confirmation, this contract of employment may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

It is understood, agreed and made abundantly clear herein that you shall have to necessarily work during the notice period given by TCSL under this clause, unless you are otherwise relieved by TCSL by giving you payment in lieu of notice.

Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by it at its own discretion having regard to the responsibilities shouldered by you while being in the employment of TCS.

### **16. Retirement**

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

### **17. Pre-employment Medical Certificate**

You are required to submit a Medical Certificate of Fitness (in the format prescribed by



TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

### 18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

### 19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining. If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

### 20. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)





- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :

\*There is no criminal offence registered/pending against you

\*There is no disciplinary case pending against you in the university

- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

\*PAN Card (Permanent Account Number)

\*Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)

\*Passport

\*NSR E-Card

## **21. TCS Xperience Program**

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

## **22. Letter of Appointment**

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

## **23. Rules and Regulations of the Company**

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from



time to time. The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

#### **24. Compliance to all clauses**

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

#### **25. Data Privacy Clause:**

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of overseas deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

**Withdrawal of Offer**

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

**For TATA Consultancy Services Limited**

**Girish V. Nandimath**  
**Global Head Talent Acquisition & AIP**



[Click here](#) or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary  
Annexure 2: List of TCS Xplore Centres  
Annexure 3: Confidentiality and IP Terms



## GROSS SALARY SHEET

Annexure 1

<b>Name</b>	<b>ADHEE V KOLIYO T</b>
<b>Designation</b>	<b>Assistant System Engineer-Trainee</b>
<b>Institute Name</b>	<b>Others</b>

Table 1: Compensation Details (All Components in INR)

<b>Component Category</b>	<b>Monthly</b>	<b>Annual</b>
<b>1) Fixed Compensation</b>		
Basic Salary	14,784	1,77,408
Bouquet Of Benefits #	7,646	91,752
<b>2) Performance Pay**</b>		
Monthly Performance Pay	1,700	20,400
Quarterly Variable Allowance*	600	7,200
<b>3) City Allowance</b>	200	2,400
<b>4) Annual Components/Retirals</b>		
Health Insurance***	NA	7,900
Provident Fund	1,774	21,289
Gratuity	711	8,533
Total of Annual Components & Retirals	2,485	37,722
<b>TOTAL GROSS</b>	<b>27,415</b>	<b>350000</b>
<b>Xplore/ Learning Incentive****</b>		<b>Upto 60,000</b>

# Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

\* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

\*\*The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

\*\*\* For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

\*\*\*\* Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

<b>Component Category</b>	<b>Monthly</b>	<b>Annual</b>
House Rent Allowance	5,914	70,968
Leave Travel Assistance	1,232	14,784
Food Card	500	6,000
<b>GROSS BOUQUET OF BENEFITS</b>	<b>7,646</b>	<b>91,752</b>





## Annexure

<b>Ahmedabad</b> TCS XP HR Lead Tata Consultancy Services, Garima Park, IT/ITES SEZ, Plot # 41, Gandhinagar - 382007	<b>Bangalore</b> TCS XP HR Lead Tata Consultancy Services, Gate 1, No 42, Think campus, Electronic City phase II, Bangalore - 560100, Karnataka
<b>BUBANESHWAR</b> TCS XP HR Lead Tata Consultancy Services, Training Lab Venue: Barabati, IRC Block, Ground Floor, Tata Consultancy Services Limited, (UNIT-II) - BARBATI SEZ, IT/ITES - SPECIAL ECONOMIC ZONE (SEZ), PLOT NO. 35, CHANDAKA INDUSTRIAL ESTATE, PATIA, Bhubaneswar - 751024	<b>Chennai</b> TCS XP HR Lead Tata Consultancy Services, 415/21-24, Kumaran Nagar, Old Mahabalipuram Rd, TNHB, Sholinganallur, Chennai, Tamil Nadu 600119
<b>DELHI – Gurgaon</b> TCS XP HR Lead Tata Consultancy Services, Block C, Kings Canyon, ASF Insignia, Gurgaon - Faridabad Road, Gawal Pahari, Gurgaon - 122003, Haryana	<b>DELHI – Noida</b> TCS XP HR Lead Tata Consultancy Services, Plot No. A-44 & A-45, Ground, 1st to 5th Floor & 10th floor, Galaxy Business Park, Block - C & D, Sector - 62, Noida - 201 309, UP
<b>Guwahati</b> TCS XP HR Lead Tata Consultancy Services, 5th Floor, NEDFi House, G.S. Road, Dispur, Guwahati - 781006, Assam	<b>Hyderabad</b> TCS XP HR Lead Tata Consultancy Services, Q City, Nanakramguda, Hyderabad
<b>INDORE</b> TCS XP HR Lead Tata Consultancy Services, IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor, Village Tigariya Badshah & Bada Bangarde, Tehsil Hatod, Indore - 452018, Madhya Pradesh	<b>KOLKATA</b> TCS XP HR Lead Tata Consultancy Services Limited, Ecospace 1B building, 2nd Floor, Plot - IIF/12, New Town, Rajarhat, Kolkata - 700160, West Bengal OR Auditorium, 2nd Floor, Wanderers Building, Delta Park - Lords
<b>KOCHI</b> TCS XP HR Lead Tata Consultancy Services, TCS centre, Infopark Road Infopark Campus, Infopark, Kakkanad, Kerala 682042	<b>MUMBAI</b> TCS XP HR Lead Tata Consultancy Services, Yantra Park, Pokharan Road Number 2, TCS Approach Rd, Thane, West, Thane, Maharashtra 400606
<b>NAGPUR</b> TCS XP HR Lead Tata Consultancy Services Limited, Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,	<b>PUNE</b> TCS XP HR Lead Tata Consultancy Services, Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park, Hinjewadi Phase III, Pune - 411057, Maharashtra
<b>Trivandrum</b> TCS XP HR Lead Tata Consultancy Services, Peepul Park, Technopark Campus, Kariyavattom P.O, Trivandrum - 695581, India	



## Annexure

### Confidentiality and IP Terms and Conditions

#### 1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.



## **2. Associate's Obligations**

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

## **3. Intellectual Property Rights**

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filing or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.



#### **4. Prior knowledge**

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

#### **5. Use of third party material**

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

#### **6. Security policies and Guidelines.**

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

#### **7. Working in SBWS Framework:**

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.





(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

## **8. Restriction on Associate's Rights**

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

## **9. No License**

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.



## 10. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

## 11. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay or omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.



(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.



## Welcome to Wipro's Work Integrated Learning Program ("WILP")

**Work Integrated Learning Programme**  
**Wipro Limited, Dodda Kannelli**  
**Sarjapur Road, Bengaluru - 560 035.**  
**Phone: (080) 28440011/12, Fax: (080) 28440256**

Dear ADIL KHAN,

### **Sub: Enrolment letter to Wipro's Work Integrated Learning Program ("WILP") as Scholar Trainee – Work Integrated Learning Program**

Welcome to WILP!

With reference to your application, it is our pleasure to enroll you as a Scholar Trainee – Work Integrated Learning Program. This is a scholarship program customized as a robust academic and training program which will enable you to obtain M-Tech degree from one of the premier engineering institution / University in India.

The duration of the academic program shall be 48 months from the **date of enrolment to the academic program**. You will be enrolled into the academic program within 12 months from date of joining. Your date of joining will be intimated through a separate communication.

We hope you enjoy the learning with WILP and have an enriching experience being a part of Wipro Limited ("Wipro or "Company").

Please read through the terms and conditions of your enrolment as provided below.

We look forward to having a long and fruitful relationship with you at WILP, Wish you all the best!

Yours sincerely,  
For **Wipro Limited**,

**Aparna Shailen**  
**General Manager - Human Resources**

### **Endorsement**

I accept the enrolment and the terms and conditions thereof as specified below. I shall report for undergoing study on

### **Terms & Conditions of Scholarship**

#### **1. PROFILE:**

You have been selected to be a part of Wipro's WILP and are enrolled as a Scholar Trainee- Work Integrated Learning Program. Upon joining WILP, you will have to undergo a "Project Readiness Program" ('PRP') that prepares you to participate in projects at the Company as part of this learning program. This robust academic program will also enable you to obtain **M-Tech degree from one of the premier engineering Institution / University** upon successful completion of the course.

#### **2. DURATION:**

The duration of your academic program will be for a period of 48 months from the date of enrolment to the academic program. You will be enrolled into the academic program within 12 months from date of joining. Unless the Company extends the period of your study in writing, which is done solely at the discretion of the Company, your enrolment would automatically terminate at the end of the stated 48 months.

In case the Company extends the academic period (in writing) you will continue to be enrolled as a Scholar Trainee – Work Integrated Learning Program with WILP.

### 3. Appointment details:

We provide support to our global customers through various Company locations in India to suit customer requirements by operating 24x7. You would be operating from any of these locations and in any of the shifts, including night shift, as may be decided by the Company, keeping in mind the business needs and deliverables to customers.

### 4. Scholarship/Stipend and Benefits

During your period of enrolment, you would be entitled to a consolidated monthly scholarship.

Apart from the monthly scholarship, the Company will provide you with life & accidental insurance that would include a cover for you, the premium / cost will be taken care of by Wipro. This is a voluntary benefit offered by the Company and the details of the same are listed below.

- i. A Group Personal Accident Insurance (GPAI) coverage of **Rs.12,00,000/-**. You could also choose to get additional coverage for a nominal and highly negotiated premium. More details on the policy are available in My Policies section in myWipro, the HR portal at Wipro.
- ii. Group Life Insurance coverage of **Rs.14, 00,000/-**. This sum insured is inclusive of cover as per EDLI (Employee Deposit Linked Insurance). You can also get an extra coverage for a nominal and highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

In addition to the above, you are also eligible for medical insurance cover towards hospitalization.

You are eligible for a floater coverage of Rs.2,00,000/- per annum for family (self, spouse & children) towards hospitalization. There will be a deduction from your monthly scholarship/stipend depending on your marital/family status towards the base sum insured premium. 10% of the claim amount would need to be borne by the employee/Scholar trainee.

Base Medical insurance is to be availed by the employee as default. It is accounted for in deductions as a nominal monthly charge. Top-Up cover is voluntary and charged as applicable during renewal timelines.

If you wish to enhance the coverage, a top up cover option is also available for a highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

The below table lists down your scholarship details:

Period	Scholarship	ESI	Consolidated Scholarship (Rs. Per Month)
First year	15000	488	15,488/- (*)
Second year	17000	553	17,553/- (*)
Third year	19000	618	19,618/- (*)
Fourth year	23000	0	23,000/- (*)

(\*) You shall be responsible for payment of all statutory contributions, taxes, dues and levies as may be required under the relevant laws including contributions under Employees' State Insurance Corporation Act (**at 0.75% of your Scholarship**) as and when applicable to you. Such contributions, taxes, dues and levies where required, shall be deducted from your Scholarship and benefits according to applicable laws and regulations.

Your fourth-year scholarship will continue until completion of your M-Tech program. Your enrolment into the MTech academic program within 12 months from date of joining.

You shall be eligible to receive a onetime "joining bonus" of Rs.75,000 after you join Wipro along with your first month salary. All applicable taxes on the payment of this amount will be borne by you. Please note in the event you leave the organization within 12 months from the date of joining, payment processed under Joining bonus shall be recovered from the employee at the time of exit.

The enhancement of the scholarship at the end of each academic year of study will be at the discretion of the Company and subject to your satisfactory progress of study, acquisition of skills, behavior, regularity and punctuality in attendance. Your continued enrolment in the course, will be at the discretion of the Company, and is subject to satisfactory academic performance and other requirements as prescribed in the WILP portal.

In case your project performance at any stage is not found to be at par with the requirement of WILP, then you would be placed on performance improvement program (PIP). If you fail to successfully complete the PIP, the Company may at its sole discretion discontinue your enrolment in the WILP program.

#### **Book Allowance:**

A Book Allowance of Rs.1,250/- will be provided to you per semester. This allowance will be given every semester except the last semester when you will be engaged in dissertation. The allowance will be paid to you centrally along with your scholarship during the course of each semester. The allowance will be subject to tax. Book allowance is applicable and paid only when you are registered for the semester.

#### **5. Training Agreement:**

- i. This letter of enrolment is subject to the execution of a training agreement in the prescribed proforma with Wipro Limited, Sarjapur Road, Doddakannelli, Bengaluru-560035 on or before joining the program ("Training Agreement").
- ii. This Training agreement shall be for a total period of 60 Months where you will be mentored for developing your skills and knowledge. This included technical training, in various formats, both online and offline and practical experience in various projects. The Company invests on your behalf for the cost of these trainings. Should you discontinue the WILP program or your enrolment with WILP is cancelled for any reason whatsoever before the completion of 60 months from the date of joining, the training expenses of Rs.75,000/- (Rupees Seventy five thousand only) will have to be paid by you as detailed in the Training Agreement.

#### **6. PROJECT READINESS PROGRAM (PRP)**

Upon enrolment, you will have to undergo a Project Readiness Program (PRP) to prepare you to participate in projects. This is offered by Wipro's - Talent Transformation Department to all campus and off-campus selects. The broad objective of PRP is to equip you with the necessary knowledge and skills that will enable you to start working on real-life project work which is an integral part of the WILP.

#### **7. Regulations of Academic study:**

- i. You will be enrolled for M-Tech program with a renowned institution ("University") that collaborates with Wipro for WILP.
- ii. Course specialization includes but is not limited to Software Systems, Software Engineering, Information Technology, Computing Systems and Infrastructure Management, Data Analytics, IoT, Cloud, Digital & Cyber security, Embedded Systems.
- iii. Your specialization and enrolment would be decided based on prevailing business requirements and decision of the Company is final and binding.
- iv. You will not be able to change Specialization track after enrolment.
- v. Overall program duration is 4 years from date of enrolment of academic program.
- vi. As per the program structure, a WILP Scholar trainee will register and pursue 4 to 6 courses per semester over 7 semesters.
- vii. You will be required to submit a project work / dissertation in your final semester (8<sup>th</sup> semester of your program). This will enable you to advance your professional capabilities by applying concepts and techniques in projects.
- viii. Each course has multiple evaluation components. This includes an assignment component, quiz, mid-semester examination and comprehension examination. All evaluation components are mandatory for securing a pass grade in a course as prescribed by the partnering institution.

- ix. Contact classes are organized as per the handout and calendar prepared and shared by the University at the beginning of each semester. In the normal course, one session of 2 hours duration per course per contact class is organized.
- x. You will be called upon to undergo studies during the hours and days as may be fixed by the Company from time to time. Normally, the study hours would be from 9:00am to 6:00pm
- xi. The faculty will take attendance/circulate attendance sheets for every session. It is your responsibility to ensure that your attendances are recorded properly.
- xii. WILP Scholar trainees are expected to be on time for every session. Punctuality is non-negotiable and the faculty reserves the right to deny entry and attendance to late comers.
- xiii. Attending 75% of contact session is mandatory for each course to appear for examinations.
- xiv. Not attending classes for reasons like medical/on the job training /late coming/personal problems and other similar reasons would be treated as absenteeism.
- xv. Scholar trainees who fail to meet the minimum attendance criteria will not qualify for comprehension exams for any of the registered courses in that semester.
- xvi. For any reason, you are not able to meet the minimum attendance criteria or not complete the mandatory assignments / quiz / examinations in any semester, you are required to repeat the same semester as and when the next batch is organized. In such cases, rules and regulations governing academic programs at that time would be applicable. In addition, additional semesters fees are to be borne by you as prescribed by the University.
- xvii. At the end of each semester, the performance of each Scholar Trainee in a course, is specified as a letter grade which is obtained through a Relative Grading procedure
- xviii. Any Scholar trainee securing 3 or more cumulative fail grade at any point in time will be expelled from WILP Program.
- xix. The 8th semester of study is fully devoted for dissertation / project work
- xx. If a Scholar trainee's CGPA is less than 5.5, the Scholar trainee will not be permitted to register for the dissertation. He/she has to re-appear for exams and secure a CGPA of 5.5 before taking up the dissertation. Also, a Scholar trainee with an E grade in any course will not be permitted to register for the Dissertation
- xxi. Project / Dissertation work has to be carried out by each individual separately. Teamwork is not permitted.
- xxii. The dissertation has to be completed strictly as per the guidelines that are outlined by collaborating institution.
- xxiii. WILP Scholar trainees are expected to maintain decorum and discipline in line with Wipro's professional work culture and environment.
- xxiv. In cases where a Scholar trainee deviates from the expected behaviour as prescribed by the WILP and partnering institution from time to time , strict action will be taken and the decision of the WILP Team / faculty /, University would be final and binding.
- xxv. Breach of integrity will be dealt with sternly. Such Scholar trainees will be asked to discontinue their studies and also expelled from WILP program.
- xxvi. On successful completion of the study, you will be eligible to receive the M-Tech degree from the collaborating University, in recognition of your successfully completing the course.
- xxvii. All Scholar trainees of the WILP will be given testimonials at the end of the successful completion of the M-Tech degree program. The testimonial contains the timeline in the WILP and the kind of project works carried during this opportunity.

Mode of contact session, examination pattern and other academic program norms are subject to change based on the prevailing situation / University norms declared from time to time. Decision of the University would be final and binding.

## **8. Conflict of Interest:**

- i. During your enrolment period with the WILP, you will focus exclusively on the requirements of the program. In addition to your study and academic requirements, you are required to engage yourself exclusively in the work assigned by Wipro and shall not take up any independent or individual assignments (whether part time or full time, in an advisory capacity or otherwise) directly or indirectly without the express written consent of Head /

## Manager of WILP Academy

- ii. You shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any person who is involved in activities, which are or shall be in conflict with the interests of Wipro.
- iii. The Conflict of Interest Policy also refers to the need on your part, during your enrolment and for a period of one year from the cessation of your enrolment with WILP (irrespective of the circumstances of, or the reasons for, the cessation) not to solicit, induce or encourage:
  - a. Any student/scholar trainee of the WILP to abandon /withdraw their enrolment with the program or to accept enrolment and/or employment with any competitor, supplier or any customer with whom you have a connection.
  - b. Any employee of Wipro to terminate their employment with Wipro or to accept employment with any competitor, supplier or any customer with whom you have a connection.
  - c. Any customer or vendor of Wipro to move their existing business with Wipro to a third party or to terminate their business relationship with Wipro.
  - d. Any existing employee and/or student of WILP to become associated with, or perform services of any type for any third party.
- iv. In case of any conflict or doubt, please discuss the matter with Head / Manager of WILP, to understand Wipro's position on this and resolve the conflict.

## 9. Obligation and Responsibilities:

- i. During the study period you will be governed by the WILP regulations and instructions as may be modified, from time to time, in relation to conduct, discipline and other matters.
- ii. During your study as part of WILP, Company expects you to undergo study in the area in which you are placed, with a high standard of initiative and efficiency. This is critical and Company has zero tolerance towards any deviations.
- iii. You would not be allowed to seek membership of any local or public body without the written approval from the Head / Manager of WILP.
- iv. During the study period and thereafter, you would not be allowed to give out to anyone in writing or by word of mouth or otherwise, particulars or details of work - process, technical know-how, research carried out, security arrangements, or administrative and/or organizational matters of confidential or secret nature which you may come across during your academic study or become known to you by virtue of your undergoing study under WILP or otherwise.
- v. You are bound by all regulations, instructions and policies of the WILP and Wipro. These are updated / modified on a periodic basis and new policies may be introduced and notified to Scholar trainees from time to time and you will be bound to comply with the same.
- vi. In consideration of the opportunities, trainings and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by WILP/Wipro and in the course of your association with WILP. This covenant shall endure during your association and beyond the cessation of your association with WILP (irrespective of the circumstances of, or the reasons for, the cessation).
- vii. In connection with your association with Wipro as part of the WILP and during the term of your association upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business or academic session hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

During the period of academic study, if you develop or conceptualize inventions, ideas, concepts, discoveries, techniques and improvements (including without limitation computer software) solely or jointly with others in relation to the operation of the WILP / Wipro, such developments will be fully communicated to the WILP academy and will be the sole intellectual property of Wipro. You agree to cooperate in the execution of documents to facilitate the assignment of such intellectual property when required.

## 10. Confidentiality:



- i. In consideration of the opportunities, training and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by Wipro and in the course of your enrolment. This covenant shall endure during your enrolment and beyond the cessation of your enrolment with Wipro (irrespective of the circumstances of, or the reasons for, the cessation).
- ii. During your training on projects at Wipro, you will be expected not to use or disclose any confidential information, including trade secrets, of any former employer (if any) or other person with whom you have an obligation of confidentiality and by signing below you affirm that you have no conflicting obligations or non-compete agreements that would prevent you from working without limitation for Wipro.

## **11. Assignment of Intellectual Property**

In connection with your enrolment and during the term of your enrolment, upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

## **12. Posting**

During the initial study period, initially you would be made familiar with Wipro, but you may if needed be re-assigned or transferred to another division, department, establishment or new location where Wipro, has its office or operation and WILP classes are running in the particular location, in India, without enhancing the scholarship amount. On placement of this nature, you will also be governed by the disciplinary rules and regulations as applicable in that unit/branch. You may also be placed in any sister company of Wipro, for practical studies.

## **13. Misconduct:**

- i. In case you are charged with any misconduct or disciplinary issue during your study period, your enrolment with WILP may be temporarily placed on suspension without payment of scholarship amount, for such period as Wipro may deem fit. If the charges against you are proved to be true, your enrolment may be immediately cancelled, without any notice or payment of scholarship in lieu of notice notwithstanding any clause of this letter of enrolment. It is clarified that this clause is without prejudice to Wipro's rights to enforce the Training Agreement duly signed by you even after cancellation of your enrolment for whatever reasons as the case may be.
- ii. Notwithstanding the condition regarding written notice of termination and without prejudice to Wipro's right to enforce the Training agreement, Wipro shall have the right to terminate your academic study without any notice or payment of scholarship in lieu thereof, if any declaration given or information furnished by you to WILP/ Wipro is found to be false or if you are found to have willfully suppressed any material information.

**Please note that at any stage, whether during your selection process or upon enrolment with the WILP, if it is brought to our notice that you have indulged in malpractices or used illegal means to clear your online assessment, Wipro shall withdraw or revoke the enrolment and cancel the same with immediate effect and we reserve our rights to take suitable action against you as we may deem fit.**

## **14. Cancellation of Enrolment:**

Notwithstanding any of the clauses of this letter of enrolment, Company reserves the right at its sole discretion to cancel this enrolment during the study period without assigning any reason, by giving one month's (30 days) notice or one month's scholarship/stipend in lieu of notice.

## **15. Study Hours:**

- i. As a Scholar Trainee – Work Integrated Learning Program, you will be called upon to undergo studies during the hours and days as may be fixed by WILP from time to time as per the University requirements.
- ii. You would be assigned to any of the locations and any project work as part of your WILP as may be decided by the Company.
- iii. The full day lecture sessions will be held at any of Wipro's other establishments/outourced venue. You may also be called upon to attend academic study as and when required on holidays, as may be scheduled in accordance with the convenience of the organizing team of the WILP.
- iv. The university will plan contact classes in multiple format to suit the project work situations and university guidelines such as contact classes in ILT (instructor Led training) and / or VILT (virtual Instructor Led Training and Self-Directed / Recorded lecture sessions).

## 16. General:

- i. This letter of enrolment is subject to the condition that you have not provided us with any false declaration or wilfully suppressed any material information. If you have, you will be liable for cancellation of enrolment from the WILP without any prior notice.
- ii. The terms of this letter of enrolment may be specifically enforced legally, if required. In this connection, if any of the provisions of this letter are declared or found to be void or unenforceable due to any reason whatsoever, the remaining provisions of this letter shall continue in full force and effect.
- iii. These enrolment terms supersede and replace any existing agreement or understanding, if any, between Wipro and you relating to the same subject matter.
- iv. You warrant that you are not prevented by a court or by any other administrative or judicial order from enrolling under this agreement. In the event that you are not a citizen of the country of posting, you should have a valid work permit to work in the country of posting.
- v. During the period of enrolment you are required to comply with all policies of WILP and Wipro. These policies are updated / modified on a periodic basis and new policies may be introduced and notified to the Scholar Trainees from time to time. You agree to comply with all policies as modified from time to time.

## 17. On Completion/Cancellation of Academic Program:

- i. On Completion of the academic program or cancellation of your enrolment , as the case may be, you will immediately surrender to Wipro/ the Academy all specifications, formulae, documents, literature, drawings or records, etc. belonging to Wipro/ the Academy or relating to its business and shall not make or retain any copies of these items.
- ii. You are not eligible to receive testimonial certificate if you do not successfully complete the academic study in accordance with this letter of enrolment and the study scheme formulated by the Academy.
- iii. Wipro reserves the right to offer employment at its sole discretion to a Scholar trainee on successful and satisfactory completion of the academic study.

## 18. Acceptance of Enrolment Letter:

Upon accepting the above terms and conditions, you are required to return the duplicate of this letter of enrolment, duly signed by you as a token of your acceptance on the day of joining WILP program.

Please confirm that the above terms are acceptable to you and that you accept the enrolment by signing a copy of this letter of enrolment and submit the same on the date of joining.

## 19. Work Allocation:

As part of your work responsibilities, you may be assigned to work on certain projects/accounts or other assignments as may be deemed fit by the Company in its sole discretion. Refusal to accept and deliver on such assignments shall be treated as a refusal to work and may result in termination of your employment or other disciplinary action.

Yours sincerely,

For **Wipro Limited**,



**Aparna Shailen**  
**General Manager - Human Resources**

I have read, understood and agree to accept the enrolment on the terms and conditions herein.

I shall be present for the induction session on

## **ANNEXURE I**

### **CONFIRMATION ON SHARING PERSONAL INFORMATION (AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT, 2000)**

I Radheshyam Thakur, confirm that I am voluntarily sharing my Personal Information with Wipro Limited ('Wipro') being a part of WILP of Wipro for the following purposes:

- a. validating my application form and retaining records on the same for any future reference/verification;
- b. processing my application form including background verification checks;
- c. academic study related actions including record keeping, processing scholarship advance and benefits and any action required in the context of my enrolment with Wipro, being a part of WILP.

In this context, I also agree to the retention of such Personal Information by Wipro for any future reference/verification and authorize Wipro to transfer the same to a third party.

I understand that 'Personal Information' means any information, relating to me that is available with Wipro and is capable of identifying me."

## **ANNEXURE II**

I hereby confirm that I shall submit the required academic certificate including but not limited to mark sheet and Provisional or Convocation Degree Certificate within 3 months from my date of joining. I understand that my enrolment is subject to my aggregate meeting the Wipro eligibility criteria and submission of the above mentioned documents.

I hereby declare that all the particulars mentioned above are true to the best of my knowledge. In the event of my failure to submit the above mentioned documents or in case of any discrepancy, I shall be liable for termination of my enrolment with Wipro.

## **ANNEXURE – III**

### **INITIAL INDUCTION PROGRAM**

The Talent Transformation team at Wipro groom's campus selects to help them face the challenges of the corporate world.

A holistic 360 degree approach to training is adopted and helps them hone their fundamental computer skills followed by insights into Wipro businesses, process, technology and behavioural skills.

To understand and appreciate the mindset of the young Trainees and ensure that the transformation is smooth, the induction program is done by a team of dedicated professionals who have exposure to the academic and corporate sectors alike. Project Readiness Program (PRP) is a training program designed to address the basic learning needs of the Trainees.

#### **Corporate Readiness Program - CRP**

The CRP program is focused on making young Trainees comfortable in a corporate environment. This program starts with a corporate induction.

"EMERGE" a behavioural skills building training program ensures that the fresh Trainee start feeling at ease in the "corporate world". This activity based behavioural intervention informs the new entrants about the corporate work culture and business etiquette.

#### **Technology Readiness Program - TRP**

The technology training provides critical technical skills required to work on projects allocated to Trainees and prepare to face the demands of the project world. We begin doing this by familiarizing with Wipro's businesses and work environment.

The methodology of training is "Project Based Learning" (PBL) approach, the entire learning is designed around a series of projects that the recruits are expected to complete individually by learning and applying various topics required to complete the project. Starting with individual projects, the PBL approach ends with recruits working on a team project.

## **ANNEXURE – IV**

I have read and understood the terms of my enrolment letter. I agree and acknowledge that I am a Student/Scholar trainee with Wipro's WILP. I further undertake that I shall not represent to any person within Wipro or any other third

party that I am an employee of Wipro Ltd and I fully understand that such false representation shall entail severe disciplinary action including immediate cancellation of my enrolment.

### **Travel, Accommodation, Food & Other Miscellaneous Expenses**

#### **Travel**

- i. You would be entitled for Rs. 1500 from the date of appointment as a lump sum amount that will be credited with your first month stipend. You may utilize this amount towards Travel and you would not need to submit bills towards usage of this amount.
- ii. There is no provision for reimbursement/allowance towards any expenses incurred in lieu of attending training or classes at different locations in the same city.

#### **Accommodation, Food & other Miscellaneous Expenses**

- i. You would be entitled for Rs.400 per day for 8 days (total amount of Rs.3,200) from the date of joining. You may utilize this amount towards accommodation, food & other miscellaneous expenses. This would be paid as a lump sum amount that will be credited with your first month stipend and you would not need to submit bills towards usage of this amount.
- ii. If your posting location (the location where you would be based out of after training) is different from the training location (location where you undergo initial training), you would be entitled for the following:  
  
Settlement and Miscellaneous Expenses: Rs.1200 per day for 7 days (total amount of Rs. 8,400) from the date of reporting to the posting location. You may utilize this amount towards boarding, lodging, conveyance & other miscellaneous expenses.
- iii. Any location change after reporting to posting location will be treated as relocation/transfer and will be covered under the Transfer policy for Team Rainbow. For details you can refer the policy at myWipro-> My Policies -> India->My Travel>Transfer Policy-Team Rainbow.
- iv. Campus joiners would not be eligible for accommodation at the Wipro guest houses.

**Please note in the event that the employee leaves the organization within 6 months from the date of joining, all payments processed under Joining & Relocation Entitlements shall be recovered from the employee at the time of exit.**

**Skill Preferences 1 :** [DAAI -Cloud & Digital Database](#)

**Location Preferences 1 :** [Bangalore](#)

**Skill Preferences 2 :** [CEP-SAP-ABAP](#)

**Location Preferences 2 :** [Mysore](#)

**Skill Preferences 3 :** [Python App](#)

**Location Preferences 3 :** [Chennai](#)

☒ Accept ☐ Decline

☒ **Signature** [Radheshyam Thakur 25/1/2023 10:00 PM](#)

(checking the checkbox above is equivalent to a handwritten signature)

Registered Office:

**Wipro  
Limited**

**T :**+91 (80) 2844 0011

Doddakannelli

**F :**+91 (80) 2844 0054

Sarjapur  
Road

**E :**info@wipro.com

Bengaluru  
560 035

**W :**wipro.com

India

**C :**L32102KA1945PLC020800

26168298

**ADIL RAZA**

Dear **ADIL RAZA**

On behalf of CAI Info India Private Ltd., I would like to reconfirm our verbal offer of employment as a **"Jr. Software Engineer"** for an annual CTC of Rs. 4,00,000.00 (Rupees four lakh only) beginning on your anticipated start date, Monday, February 05, 2024. This will be paid to you monthly at the end of each month in increments of Rs. 25,000.00 (gross monthly CTC).

Special Clauses:

- During the period of your employment, the Company may at any time assign or transfer you to any location in the world where the Company/its clients has its establishment. In such an event, you shall be entitled to allowances in accordance with the policies of the Company.
- If you do not have an existing account with ICICI Bank, you will be required to establish one within 2 weeks of your first pay.
- You shall be considered for the next financial review in 2025.

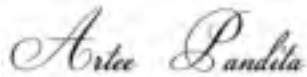
You are required to bring the following documents at the time of reporting for employment: -

- Last updated resume
- Latest passport size photograph
- A copy of Educational Certificates for all years of education and mark cards -
- Copy of passport
- Form 16

Please sign the bottom portion of this letter indicating your acceptance of this position and return the same immediately. You will be issued an appointment letter upon your acceptance of this offer letter.

Thank You and Welcome.

Yours Truly, Accepted By:



**Artee Pandita** \_\_\_\_\_  
**Director-Human Resources**

Divyasree Towers, Floor 5, Guruppanapalya  
Bannerghatta Main Road, Bangalore-560029  
[www.cai.io](http://www.cai.io) [inquire@cai.io](mailto:inquire@cai.io)

Detailed CTC Breakdown:

Description	Monthly	Yearly
Basic	INR 13,750.00	INR 1,65,000.00
HRA	INR 5,500.00	INR 66,000.00
Conveyance	INR 300.00	INR 3,600.00
Medical Allowance	INR 700.00	INR 8,400.00
Statutory Bonus	INR 2,500.00	INR 30,000.00
Provident Fund	INR 3,300.00	INR 39,600.00
Gratuity	INR 661.38	INR 7,936.50
Special Allowance	INR 788.63	INR 9,463.50
<b>Total</b>	<b>INR 34,000.00</b>	<b>INR 4,00,000.00</b>

Accepted By:

---

Divyasree Towers, Floor 5, Guruppanapalya  
Bannerghatta Main Road, Bangalore-560029  
[www.cai.io](http://www.cai.io) [inquire@cai.io](mailto:inquire@cai.io)

**CAI Info India Private Limited**

080 -45340400

## EMPLOYMENT CONTRACT

between

Hemmersbach India Private Limited,  
M/s. Whitefield Area Commerce and Industries Association (WACIA),  
No.40-J, WACIA Road, Mahadevapura post, Bangalore - 560048 a  
Company incorporated under the Companies Act, 2013  
- hereinafter referred to as the "Company" -

and

- ADNAN SHARIFF

- hereinafter referred to as the "Employee"<sup>1</sup> -

Each of the aforesaid shall hereinafter be referred to individually as a "Party" and collectively as "Parties".

The following employment contract is concluded:

### 1 COMMENCEMENT OF THE EMPLOYMENT CONTRACT

The employment contract shall commence accordingly.

### 2 PROBATIONARY PERIOD

- 2.1 A probationary period of six (6) months is agreed and shall end on 03.04.2021. An extension of the probationary period may be determined by the Company in its sole and absolute discretion.
- 2.2 The employment contract may be terminated by either party at any time during the probationary period giving a written notice period of one (1) month to the other party or paying the equivalent of one (1) month's Basic Salary in lieu of such notice.

### 3 TYPE AND SCOPE OF THE ROLE

- 3.1 CHANDU Lis employed as a Service Desk Manager.
- 3.2 The Employee shall work exclusively for the Company and shall perform such duties, functions and responsibilities as are customarily associated with such position and as directed by the Company. The Employee will perform his duties with due care, skill and highest professional standards to the satisfaction of the Company's management. The duties and responsibilities of the Employee are as set out in the job description as attached in ANNEXURE A.
- 3.3 The nature of the Company's business requires that the Employee is flexible in his approach to work in order to service its best interests. Accordingly, the Employee agrees that the Company may at any



time vary the position, scope of duties, and responsibilities of the Employee. The Employee may be required to undertake

<sup>1</sup>

References to the masculine form always refer to both male and female employees. For the purposes of simplification the masculine form is used.

different duties or reporting line be changed in order to take into account the changing needs of the Company's business and Employee's role within it.

- 3.4 The Employee is employed to work at the Bangalore site. It is possible that the Employee may be relocated to a different site due to a project at any time for operational reasons. No expenses will be payable to the Employee for relocation/travel etc. for the purposes of joining.
- 3.5 Clauses 3.3 and 3.4 shall not affect the remuneration provisions.
- 3.6 The Employee shall serve the Company faithfully, conscientiously and to the best of his ability and shall promote the interests and reputation of the Company. The Employee will abide by the time schedule and holiday schedule of the Company and will show due commitment and diligence in his work.
- 3.7 The Employee shall place all of his work capacity at the Company's disposal. The Company shall be informed in writing of any secondary employment. Secondary employment which affects the work assignments of the Employee and the legitimate commercial interests of the Company may only be exercised after consent has been given. During the term of this employment contract the Employee may not conclude any business transactions on his own behalf or on account of a third party.
- 3.8 Unless prevented by sickness or disability, the Employee shall devote all of his time, attention, knowledge, energy and skills during normal working hours and at such other times as the Employee's duties and responsibilities may require. The working hours are however to be placed in accordance with Company, client and project requirements. The Employee understands that as the Company works with strong global interactions, there will be a need for meetings, conference calls at different timings and days including holidays.
- 3.9 The Employee is obligated to participate in the improvement and reduction in price of work procedures and distribution procedures.

#### 4 WORKING HOURS

- 4.1 The Employee will place his entire effort, knowledge, and skill in the service of the Company. She shall work a minimum of 40 (forty) hours on five days per week. She is obliged, however, to be available for the Company at any time, as far as the concerns of the Company require, and to attend to its interests without any entitlement to overtime pay or other compensation.
- 4.2 [The Employee is obligated to be available to be on-call or on-standby. The frequency and scope of being oncall / on-standby shall be determined by the department.]
- 4.3 Daily starting and finishing times and breaks shall comply with the respective company operational arrangements. The Company is entitled to make changes to this.

#### 5 REMUNERATION

- 5.1 The Employee shall receive an annual salary in the amount of INR 3,36,000.00 gross. The remuneration is to be paid in Indian Rupees in twelve (12) equal parts.

- 5.2 Payment shall be made on the last day of the month by bank transfer to a bank account of the Employee, details of which shall be given within one (1) week of the conclusion of the contract.
- 5.3 The remunerations paid to the Employee shall be subject to usual statutory and other deductions, including tax and any other contributions normally required to be withheld by an Employer under applicable laws in India.
- 5.4 The Employee shall be solely responsible for paying any taxes direct or indirect, State or local and other obligations and the filing of any required returns or other information relating hereto.
- 5.5 The Employee is obligated to keep the amount of his payments confidential.

## 6 ACCEPTING THIRD-PARTY BENEFITS

The Company is committed to ensuring all business relationships with suppliers and clients are legal and based on professional integrity. The Employee shall strictly adhere to Company's business conduct and Integrity policy and refrain from accepting gifts from Vendors / Suppliers / Customers / Other agencies at all times. The Employee is obligated to immediately inform the Company of any such attempts made towards him.

## 7 OVERTIME/OVERTIME PAY

The Employee is permitted trust-based working hours. In return any overtime worked is compensated in full by salary without any additional entitlement to overtime pay or other compensation.

## 8 INABILITY TO ATTEND TO WORK

- 8.1 Any inability to carry out duties shall be reported to the Country Manager or direct supervisor immediately, as well as the duration and the reason. This must be done between 8:00 a.m. at the earliest and 9:00 a.m. at the latest (sick report).
- 8.2 On the last day of absence from work the Country Manager or direct supervisor shall be informed about when the employee will resume his/her work by phone. This must be done by 4:00 p.m. at the latest (recovery report).
- 8.3 If the Employee is ill for longer than two (2) days, a doctor's note regarding his inability to attend work and the expected duration shall be provided not later than on the third (3) day after the commencement of the inability to work. A new doctor's note shall be submitted on the next working day after the expiry of the expected duration of the inability to attend work as stated in the doctor's note.
- 8.4 If the Employee repeatedly and, despite warnings, fails to inform the Company of his illness and / or fails to present the Company with a doctor's note, the Company is entitled to terminate the employment contract without adhering to a notice period.

## 9 CONTINUED REMUNERATION WHEN UNABLE TO ATTEND WORK

- 9.1 If the Employee is not able to attend work due to illness, he shall be entitled to a maximum of twelve (12) days per annum of paid sick leave.
- 9.2 Accrued sick leave can't be carried over to the next calendar year.
- 9.3 Paid sick leave may not be used to extend a holiday or vacation and once an employee has given notice to quit. Sick leave will not be paid out upon the termination.

- 9.4 If the Employee has the right to claim damages from a third party regarding loss of earnings which he is entitled to because he is unable to attend work, he hereby assigns this right to the Company if his salary continues to be paid while he is unable to attend work.
- 9.5 In accordance with the agreed regulations above, the Employee shall, in particular, immediately provide the Company with all information necessary to enforce their claim for damages.
- 9.6 The Employee is further advised that the Company is entitled to refuse to continue to pay his remuneration if the Employee has not satisfied his obligations arising from section 8 and 9 of this contract.
- 9.7 The Employee shall not be entitled to payment in lieu of not availed sick leave at any time.

## 10 ANNUAL LEAVE

- 10.1 The Employee shall receive 18 (eighteen) working days of annual/privileged leave with full pay per calendar year. If the employment contract is not in force for a whole year, the Employee shall receive 1/12 of his annual leave entitlement for each completed calendar month.
- 10.2 The Company must approve when annual leave is taken. The Employee must request annual leave in good time. Annual leave must be discussed with the Head of Department and must abide by the valid arrangements regarding absence cover in the respective area. Disrupting normal business operations is to be avoided at all costs.
- 10.3 Annual leave must be taken in the current leave year. The leave year begins on January 01st and ends on December 31st. Carrying annual leave over to the next calendar year is only permitted with the consent of the Company. In the event annual leave is carried over, it must be taken by March 31st of the following year at the latest.

Exceptions to this require special management approval.

- 10.4 Upon termination of the Employment (however occasioned) the Employee shall be paid in lieu of any accrued and not availed annual leave to which the Employee becomes entitled during the Employment. Payment for accrued annual leave shall be calculated on the basis of the rate of the Basic Salary. The Annual term shall be calculated exclusive of public holidays.
- 10.5 The Employee is entitled to 7 days of Public Holidays, which are defined as per Company policy. The Company is entitled to change these Public Holidays due to operational reasons at any time.
- 10.6 The Employee shall be entitled to 2 (two) days paid casual leave per calendar year. This leave is available to use as it is accrued. Accrued leave can't be carried over to the next calendar year.
- 10.7 Any leave is subject to approval by the Company and shall be in accordance with the relevant regulations regarding temporary replacements. Interruption of business operations has to be avoided.

## 11 TERMINATION OF THE EMPLOYMENT CONTRACT

- 11.1 As stated in section 1 this employment contract is for a fixed term until 03.10.2022 and shall end on that date without notice having to be given.
- 11.2 On completion of the probation period, either initial, or extended, as the case may be, the Employment of the Employee with the Company will end as defined under clause 1.
- 11.3 Either party can terminate this Agreement with a written notice of two (2) months or two (2) months' salary in lieu of notice. The official notification becomes valid upon arrival of delivery.

- 11.4 In any case of notice, the Company is entitled to release the Employee from work under deduction of any vacation time remaining due up to the expiration of the period of notice.
- 11.5 The right to terminate the Contract extraordinarily remains unaffected. In particular and without prejudice to the generality of the foregoing provision, the Company shall be entitled to terminate the Contract summarily by written notice and without any payment in lieu of notice (but without prejudice to the rights and remedies of the Company for any breach of this Contract of Employment and to the Employee's continuing obligations) in any of the following events:
- (a) If the Employee commits any serious or wilful or persistent breach or breaches of any express or implied term of this Contract.
  - (b) If the Employee commits any serious or wilful or persistent breach or breaches of any express or implied Company policy.
  - (c) If the Company has good reason to believe that the Employee has committed any criminal offence or been guilty of any dishonesty or serious misconduct whether during the performance of his duties or otherwise.
  - (d) If the Employee's petitions for bankruptcy or has a bankruptcy order made against him or applies to take the benefit of any legislation for the relief of insolvent debtors or if he makes any composition with his creditors.
  - (e) If any information relating to the Employee's suitability for Employment by the Company and provided in the course of applying for Employment is found to be materially false or misleading.
- 11.6 A notice by the Employee may be submitted to the Supervisor/Director / Managing Director of the Company.
- 11.7 It is not permitted to terminate the employment contract giving proper notice before the agreed start date.
- 11.8 Upon cessation of this employment contract or in the event that the Company has granted leave from duty, the Employee must immediately and completely release to the Company all documents, objects and data regarding the affairs of the Company, especially keys, badges, telephones, computers, books, models, and recordings of any type including any duplicates for copies in his possession. The Employee acknowledges that all objects and data are the property of the Company and therefore he has no right to retention. If the Company property is not returned, a fee of INR 3,500.00 (three thousand five hundred) shall be deducted from the salary of the Employee.
- 11.9 The employment contract shall cease automatically without notice of termination upon expiry of the month in which the Employee reaches the age of 65 or when a total loss of working capacity is ascertained.

## 12 CONFIDENTIALTY

- 12.1 The Employee is obligated to keep all confidential matters, in particular business and trade secrets of the Company, and companies and persons affiliated with the Company strictly confidential. This obligation shall also continue to persist after the cessation of the employment contract.
- 12.2 All documents relating to the Company or to companies and persons affiliated with the Company, in particular all notes, specifications for tenders and contracts, records, reports, correspondence and similar documents including any copies thereof, all data carriers/data and all items provided to the Employee shall be handled with care and may only be used for business purposes. Removing these items from the business premises or a reproduction of the data/items is prohibited.

- 12.3 When the employment contract ends or upon commencement of a leave of absence when notice to terminate the employment contract has been given the Employee shall return to the Company unprompted all documents, data carriers and items in his possession which were provided to him during his employment. During the period of the employment contract this is to be done if ordered to do so. This applies correspondingly to non-physical information and materials, such as computer programs and other data, for example. The Employee is not permitted to retain back-ups of these.
- 12.4 The Employee is obligated to keep individual arrangements in or regarding this contract of employment confidential towards third parties. This includes in particular salary and, in case of fixed term contracts, the duration.

### 13 REPORTING CHANGES

Changes to marital status, place of residence and matters which could cause special statutory privileges, e.g. severe disablement and other matters which are important to the Company, shall be reported to the Company immediately.

### 14 CODE OF CONDUCT

- 14.1 The Employee shall strictly adhere to the Company's code of conduct and all the disciplinary rules and regulations as in force from time to time.
- 14.2 The Employee shall refrain from engaging in any illegal or immoral activities within Company premises as well outside which can bring disrepute to the Company.
- 14.3 The Employee shall not use Company's assets and facilities for their private use without prior information and approval from his supervisor. The Employee shall refrain from doing his personal work / private business during the office working hours.
- 14.4 Whilst the Company encourages the use of email and the internet to aid communication and improve efficiency, inappropriate use of these systems can cause serious problems which may involve legal claims against both the Company and individual Employee. In line with the Hemmersbach Group, therefore the Employee agrees to abide by the rules of the Company Policy.

### 15 USE OF EQUIPMENT

The Employee undertakes to comply with the rules of the Company in force from time to time concerning the use of materials, equipment and computer systems of the Company and the Group Companies. The Employee gives his consent to a representative of the Company gaining access to the email of the Employee in case of absence or in order to protect the interest of the Company.

### 16 DATA PROTECTION

Any data arising due to and during the employment will be stored and processed in the headquarters of the Hemmersbach Group, based in Nuremberg, Germany. Both parties shall therefore adhere to the statutory stipulations of the General Data Protection Regulation (GDPR) under European law, while considering the local data protection requirements. The Employee gives his consent to the Company and the Hemmersbach Group of Companies processing and transferring work related data (including data relating to sickness affecting the performance of the Employee) within India and abroad as the case may be for purposes related to the Employment, other administrative purposes or any other purpose related to the collection, storage or transfer of personal data in compliance with applicable Indian law.

## 17 BACKGROUND CHECK

- 17.1 The Employee agrees to provide the Company with an official document issued by the police or a governmental agency (e.g. criminal record / certificate of good conduct) in order to testify any criminal records as part of a background check. This certificate or at least the confirmation of the request should be presented to the Company at the latest on the first working day.
- 17.2 The Employee agrees to undergo further background checks (e.g. advanced security vetting), if these are or will be required for the role.

## 18 WRITTEN FORM AND EXISTENCE OF THE CONTRACT

- 18.1 Ancillary agreements and amendments are only valid, if they are in writing, signed and have approval by decision of the Shareholders' meeting; this also applies to the waiver of this written form requirement.
- 18.2 If one of the provisions of this contract is or becomes invalid, in whole or in part, this shall not affect the validity of the remaining provisions. In such a case the contract shall be executed as the Parties intended. If the validity of a provision of performance or time is affected, it shall be replaced by the provision permitted by law.

## 19 JURISDICTION

The terms of this Agreement shall be construed in accordance with the laws of India and both parties irrevocably submit to the jurisdiction of the Courts of Bangalore to settle any disputes that may arise in connection with this Employment.

## 20 COPIES OF THIS CONTRACT

The Company and the Employee have each received one copy of this contract.

## 21 MISCELLANEOUS

- 21.1 The Employee is not permitted to use the Company's Internet or telephone for private purposes. Likewise sending private emails is prohibited.
- 21.2 Working or driving a company car under the influence of alcohol or drugs is strictly prohibited.
- 21.3 The company shall be informed in writing of the loss of your driving licence including information regarding the duration of and reason for said loss. If a driving licence is required to carry out his role the Company reserves the right to terminate the employment contract without notice.
- 21.4 The Company is entitled to save all use of the email system and the Internet in order to monitor adherence to the above provisions using the saved data for a maximum duration of three months.



The undersigned hereby acknowledge that they have read and fully understand the terms of this Agreement, the terms and conditions of which are hereby incorporated and acknowledged by this document.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first below written.

Date: 02.09.2021

Date: 02.09.2022



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Mr. Kunal Verma  
Country Manager, India  
Hemmersbach India Private Limited

Enclosure:

☐ Annexure A: Job Description

Annexure A

## JOB DESCRIPTION

Position: Service Desk Manager  
Job Family: Admin-Operations  
Reports to: Teamlead-Operations, Manager, Country Manager

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The employee is expected to perform his / her duties as outlined here. The continuity of this contract is dependent upon the fulfillments of the job responsibilities expressed therein. In some circumstances the employee may also be required to perform tasks other than those stated here and is expected to do so with the utmost diligence and professionalism. This shall not affect the remuneration provisions.

For project requirements, the employee might be required to work on project shift duty based on project need. Job

Purpose:

To undertake all administrative tasks and activities in a professional and timely manner and in accordance with all internal process requirements. To adhere to the Hemmersbach Service Delivery Code (SDC) and all other Hemmersbach standards in the corresponding field of service or customer account. To break the company's annual BIG THREE goals down into realizable tasks, which are incorporated into the daily routine Responsibilities and Accountabilities:

- Proactively manage their areas of responsibility, in particular ensuring that Hemmersbach delivers a high level of internal and external customer satisfaction, which also meets the business goals.
- Ensure all work is delivered consistently and in accordance with lead measures and Key Performance Indicators (KPIs).
- Work on day-to-day activities, such as responding to tickets and implementing processes in order to help things run smoothly.
- Communicate with all levels of Hemmersbach Management, which includes producing reports to a high standard in a timely manner with accurate data.
- Proactively improve personal skills to achieve better performance and to improve the quality of daily business.

#### Review of this Job Description

This job description is an indicator of general areas of activity and will be amended in light of the changing needs of the organisation. Additionally, the skill development of every employee in this position will be determined once a year via the categorization and feedback procedure.

I, hereby accept and agree the terms and conditions of employment set out in this Job Description.

02.09.2021

Date: \_\_\_\_\_





**Offer: Computer Consultancy**

**Ref: TCSL/DT20228278604/Bangalore**

**Date: 8/9/2022**

Dear AFTAB SHARIFF

**Sub: Letter of Offer**

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade **Y**. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be **350000/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year. Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &



Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

## **COMPENSATION AND BENEFITS**

### **BASIC SALARY**

You will be eligible for a basic salary of `14,784/- per month.

### **BOUQUET OF BENEFITS (BoB)**

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

#### **1. House Rent Allowance (HRA)**

Your HRA will be `5,914/- per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

#### **2. Leave Travel Allowance**

You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

#### **3. Food Card**

You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias. As per the Pre-Defined structure you will be eligible for a Food Card with an amount of `500/- being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.



## **PERFORMANCE PAY**

### **Monthly Performance Pay**

You will receive a monthly performance pay of `1,700/-. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

### **Quarterly Variable Allowance**

Your variable allowance will be `600/- per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

## **CITY ALLOWANCE**

You will be eligible for a City Allowance of `200/- per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

## **XPLORE/ LEARNING INCENTIVES**

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

## **OTHER BENEFITS**

### **Health Insurance Scheme**

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:



## **1. Basic Cover**

i. Entitlement - Includes domiciliary expenses up to `6,000/- per insured person per annum and basic hospitalization expenses up to `2,00,000/- per insured person per annum.

ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

## **2. Higher Hospitalisation**

Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

i. Entitlement - You and your enrolled dependants will be entitled for `12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

## **Maternity Leave**

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother, may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

## **Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)**

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of `250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

## **Loans**

You will be eligible for loans, as per TCSL's loan policy.

## **Professional Memberships**

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.



## **RETIRALS**

### **Provident Fund**

You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

### **Gratuity**

You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

## **TERMS AND CONDITIONS**

### **1. Aggregate Percentage Requirements**

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

### **2. Pre requisites for Joining**

To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.





### **3. Training Period**

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

### **4. Working Hours**

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

### **5. Mobility**

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

### **6. Compensation Structure / Salary components**

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

### **7. Increments and Promotions**

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

### **8. Alternative Occupation / Employment**

Either during the period of your traineeship or during the period of your employment as a



confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

## **9. Confidentiality Agreement**

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

## **10. Service Agreement**

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL `50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

## **11. Work in SBWS mode**

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.

## **12. Overseas International Assignment Agreement**

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related



documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

### **13. Terms and Conditions**

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

### **14. TATA Code of Conduct**

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

### **15. Notice Period**

Upon your confirmation, this contract of employment is terminable by you by giving 90 days notice in writing to TCSL. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion.

Upon your confirmation, this contract of employment may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

It is understood, agreed and made abundantly clear herein that you shall have to necessarily work during the notice period given by TCSL under this clause, unless you are otherwise relieved by TCSL by giving you payment in lieu of notice.

Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by it at its own discretion having regard to the responsibilities shouldered by you while being in the employment of TCS.

### **16. Retirement**

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

### **17. Pre-employment Medical Certificate**

You are required to submit a Medical Certificate of Fitness (in the format prescribed by





TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

## 18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

## 19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining. If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

## 20. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)



- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :

\*There is no criminal offence registered/pending against you

\*There is no disciplinary case pending against you in the university

- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

\*PAN Card (Permanent Account Number)

\*Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)

\*Passport

\*NSR E-Card

## **21. TCS Xperience Program**

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

## **22. Letter of Appointment**

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

## **23. Rules and Regulations of the Company**

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from



time to time. The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

#### **24. Compliance to all clauses**

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

#### **25. Data Privacy Clause:**

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of overseas deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

**Withdrawal of Offer**

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

**For TATA Consultancy Services Limited**

**Girish V. Nandimath**  
**Global Head Talent Acquisition & AIP**



[Click here](#) or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary  
Annexure 2: List of TCS Xplore Centres  
Annexure 3: Confidentiality and IP Terms



## GROSS SALARY SHEET

Annexure 1

<b>Name</b>	<b>AFTAB SHARIF F</b>
<b>Designation</b>	<b>Assistant System Engineer-Trainee</b>
<b>Institute Name</b>	<b>Others</b>

Table 1: Compensation Details (All Components in INR)

<b>Component Category</b>	<b>Monthly</b>	<b>Annual</b>
<b>1) Fixed Compensation</b>		
Basic Salary	14,784	1,77,408
Bouquet Of Benefits #	7,646	91,752
<b>2) Performance Pay**</b>		
Monthly Performance Pay	1,700	20,400
Quarterly Variable Allowance*	600	7,200
<b>3) City Allowance</b>	200	2,400
<b>4) Annual Components/Retirals</b>		
Health Insurance***	NA	7,900
Provident Fund	1,774	21,289
Gratuity	711	8,533
Total of Annual Components & Retirals	2,485	37,722
<b>TOTAL GROSS</b>	<b>27,415</b>	<b>350000</b>
<b>Xplore/ Learning Incentive****</b>		<b>Upto 60,000</b>

# Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

\* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

\*\*The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

\*\*\* For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

\*\*\*\* Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

<b>Component Category</b>	<b>Monthly</b>	<b>Annual</b>
House Rent Allowance	5,914	70,968
Leave Travel Assistance	1,232	14,784
Food Card	500	6,000
<b>GROSS BOUQUET OF BENEFITS</b>	<b>7,646</b>	<b>91,752</b>





## Annexure

<b>Ahmedabad</b> TCS XP HR Lead Tata Consultancy Services, Garima Park, IT/ITES SEZ, Plot # 41, Gandhinagar - 382007	<b>Bangalore</b> TCS XP HR Lead Tata Consultancy Services, Gate 1, No 42, Think campus, Electronic City phase II, Bangalore - 560100, Karnataka
<b>BUBANESHWAR</b> TCS XP HR Lead Tata Consultancy Services, Training Lab Venue: Barabati, IRC Block, Ground Floor, Tata Consultancy Services Limited, (UNIT-II) - BARBATI SEZ, IT/ITES - SPECIAL ECONOMIC ZONE (SEZ), PLOT NO. 35, CHANDAKA INDUSTRIAL ESTATE, PATIA, Bhubaneswar - 751024	<b>Chennai</b> TCS XP HR Lead Tata Consultancy Services, 415/21-24, Kumaran Nagar, Old Mahabalipuram Rd, TNHB, Sholinganallur, Chennai, Tamil Nadu 600119
<b>DELHI – Gurgaon</b> TCS XP HR Lead Tata Consultancy Services, Block C, Kings Canyon, ASF Insignia, Gurgaon - Faridabad Road, Gawal Pahari, Gurgaon - 122003, Haryana	<b>DELHI – Noida</b> TCS XP HR Lead Tata Consultancy Services, Plot No. A-44 & A-45, Ground, 1st to 5th Floor & 10th floor, Galaxy Business Park, Block - C & D, Sector - 62, Noida - 201 309, UP
<b>Guwahati</b> TCS XP HR Lead Tata Consultancy Services, 5th Floor, NEDFi House, G.S. Road, Dispur, Guwahati - 781006, Assam	<b>Hyderabad</b> TCS XP HR Lead Tata Consultancy Services, Q City, Nanakramguda, Hyderabad
<b>INDORE</b> TCS XP HR Lead Tata Consultancy Services, IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor, Village Tigariya Badshah & Bada Bangarde, Tehsil Hatod, Indore - 452018, Madhya Pradesh	<b>KOLKATA</b> TCS XP HR Lead Tata Consultancy Services Limited, Ecospace 1B building, 2nd Floor, Plot - IIF/12, New Town, Rajarhat, Kolkata - 700160, West Bengal OR Auditorium, 2nd Floor, Wanderers Building, Delta Park - Lords
<b>KOCHI</b> TCS XP HR Lead Tata Consultancy Services, TCS centre, Infopark Road Infopark Campus, Infopark, Kakkanad, Kerala 682042	<b>MUMBAI</b> TCS XP HR Lead Tata Consultancy Services, Yantra Park, Pokharan Road Number 2, TCS Approach Rd, Thane, West, Thane, Maharashtra 400606
<b>NAGPUR</b> TCS XP HR Lead Tata Consultancy Services Limited, Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,	<b>PUNE</b> TCS XP HR Lead Tata Consultancy Services, Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park, Hinjewadi Phase III, Pune - 411057, Maharashtra
<b>Trivandrum</b> TCS XP HR Lead Tata Consultancy Services, Peepul Park, Technopark Campus, Kariyavattom P.O, Trivandrum - 695581, India	



## Annexure

### Confidentiality and IP Terms and Conditions

#### 1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.



## **2. Associate's Obligations**

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

## **3. Intellectual Property Rights**

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filing or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.





#### **4. Prior knowledge**

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

#### **5. Use of third party material**

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

#### **6. Security policies and Guidelines.**

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

#### **7. Working in SBWS Framework:**

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.



(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

## **8. Restriction on Associate's Rights**

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

## **9. No License**

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.



## 10. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

## 11. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay or omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.



(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.

## EMPLOYMENT CONTRACT

between

Hemmersbach India Private Limited,  
M/s. Whitefield Area Commerce and Industries Association (WACIA),  
No.40-J, WACIA Road, Mahadevapura post, Bangalore - 560048 a  
Company incorporated under the Companies Act, 2013  
- hereinafter referred to as the “Company” -

and

- AGILAN A

- hereinafter referred to as the “Employee”<sup>1</sup> -

Each of the aforesaid shall hereinafter be referred to individually as a “Party” and collectively as “Parties”.

The following employment contract is concluded:

### 1 COMMENCEMENT OF THE EMPLOYMENT CONTRACT

The employment contract shall commence accordingly.

### 2 PROBATIONARY PERIOD

- 2.1 A probationary period of six (6) months is agreed and shall end on 03.04.2021. An extension of the probationary period may be determined by the Company in its sole and absolute discretion.
- 2.2 The employment contract may be terminated by either party at any time during the probationary period giving a written notice period of one (1) month to the other party or paying the equivalent of one (1) month’s Basic Salary in lieu of such notice.

### 3 TYPE AND SCOPE OF THE ROLE

- 3.1 CHANDU Lis employed as a Service Desk Manager.
- 3.2 The Employee shall work exclusively for the Company and shall perform such duties, functions and responsibilities as are customarily associated with such position and as directed by the Company. The Employee will perform his duties with due care, skill and highest professional standards to the satisfaction of the Company’s management. The duties and responsibilities of the Employee are as set out in the job description as attached in ANNEXURE A.
- 3.3 The nature of the Company’s business requires that the Employee is flexible in his approach to work in order to service its best interests. Accordingly, the Employee agrees that the Company may at any

time vary the position, scope of duties, and responsibilities of the Employee. The Employee may be required to undertake

<sup>1</sup>

References to the masculine form always refer to both male and female employees. For the purposes of simplification the masculine form is used.

different duties or reporting line be changed in order to take into account the changing needs of the Company's business and Employee's role within it.

- 3.4 The Employee is employed to work at the Bangalore site. It is possible that the Employee may be relocated to a different site due to a project at any time for operational reasons. No expenses will be payable to the Employee for relocation/travel etc. for the purposes of joining.
- 3.5 Clauses 3.3 and 3.4 shall not affect the remuneration provisions.
- 3.6 The Employee shall serve the Company faithfully, conscientiously and to the best of his ability and shall promote the interests and reputation of the Company. The Employee will abide by the time schedule and holiday schedule of the Company and will show due commitment and diligence in his work.
- 3.7 The Employee shall place all of his work capacity at the Company's disposal. The Company shall be informed in writing of any secondary employment. Secondary employment which affects the work assignments of the Employee and the legitimate commercial interests of the Company may only be exercised after consent has been given. During the term of this employment contract the Employee may not conclude any business transactions on his own behalf or on account of a third party.
- 3.8 Unless prevented by sickness or disability, the Employee shall devote all of his time, attention, knowledge, energy and skills during normal working hours and at such other times as the Employee's duties and responsibilities may require. The working hours are however to be placed in accordance with Company, client and project requirements. The Employee understands that as the Company works with strong global interactions, there will be a need for meetings, conference calls at different timings and days including holidays.
- 3.9 The Employee is obligated to participate in the improvement and reduction in price of work procedures and distribution procedures.

#### 4 WORKING HOURS

- 4.1 The Employee will place his entire effort, knowledge, and skill in the service of the Company. She shall work a minimum of 40 (forty) hours on five days per week. She is obliged, however, to be available for the Company at any time, as far as the concerns of the Company require, and to attend to its interests without any entitlement to overtime pay or other compensation.
- 4.2 [The Employee is obligated to be available to be on-call or on-standby. The frequency and scope of being oncall / on-standby shall be determined by the department.]
- 4.3 Daily starting and finishing times and breaks shall comply with the respective company operational arrangements. The Company is entitled to make changes to this.

#### 5 REMUNERATION

- 5.1 The Employee shall receive an annual salary in the amount of INR 3,36,000.00 gross. The remuneration is to be paid in Indian Rupees in twelve (12) equal parts.



- 5.2 Payment shall be made on the last day of the month by bank transfer to a bank account of the Employee, details of which shall be given within one (1) week of the conclusion of the contract.
- 5.3 The remunerations paid to the Employee shall be subject to usual statutory and other deductions, including tax and any other contributions normally required to be withheld by an Employer under applicable laws in India.
- 5.4 The Employee shall be solely responsible for paying any taxes direct or indirect, State or local and other obligations and the filing of any required returns or other information relating hereto.
- 5.5 The Employee is obligated to keep the amount of his payments confidential.

## 6 ACCEPTING THIRD-PARTY BENEFITS

The Company is committed to ensuring all business relationships with suppliers and clients are legal and based on professional integrity. The Employee shall strictly adhere to Company's business conduct and Integrity policy and refrain from accepting gifts from Vendors / Suppliers / Customers / Other agencies at all times. The Employee is obligated to immediately inform the Company of any such attempts made towards him.

## 7 OVERTIME/OVERTIME PAY

The Employee is permitted trust-based working hours. In return any overtime worked is compensated in full by salary without any additional entitlement to overtime pay or other compensation.

## 8 INABILITY TO ATTEND TO WORK

- 8.1 Any inability to carry out duties shall be reported to the Country Manager or direct supervisor immediately, as well as the duration and the reason. This must be done between 8:00 a.m. at the earliest and 9:00 a.m. at the latest (sick report).
- 8.2 On the last day of absence from work the Country Manager or direct supervisor shall be informed about when the employee will resume his/her work by phone. This must be done by 4:00 p.m. at the latest (recovery report).
- 8.3 If the Employee is ill for longer than two (2) days, a doctor's note regarding his inability to attend work and the expected duration shall be provided not later than on the third (3) day after the commencement of the inability to work. A new doctor's note shall be submitted on the next working day after the expiry of the expected duration of the inability to attend work as stated in the doctor's note.
- 8.4 If the Employee repeatedly and, despite warnings, fails to inform the Company of his illness and / or fails to present the Company with a doctor's note, the Company is entitled to terminate the employment contract without adhering to a notice period.

## 9 CONTINUED REMUNERATION WHEN UNABLE TO ATTEND WORK

- 9.1 If the Employee is not able to attend work due to illness, he shall be entitled to a maximum of twelve (12) days per annum of paid sick leave.
- 9.2 Accrued sick leave can't be carried over to the next calendar year.
- 9.3 Paid sick leave may not be used to extend a holiday or vacation and once an employee has given notice to quit. Sick leave will not be paid out upon the termination.

- 9.4 If the Employee has the right to claim damages from a third party regarding loss of earnings which he is entitled to because he is unable to attend work, he hereby assigns this right to the Company if his salary continues to be paid while he is unable to attend work.
- 9.5 In accordance with the agreed regulations above, the Employee shall, in particular, immediately provide the Company with all information necessary to enforce their claim for damages.
- 9.6 The Employee is further advised that the Company is entitled to refuse to continue to pay his remuneration if the Employee has not satisfied his obligations arising from section 8 and 9 of this contract.
- 9.7 The Employee shall not be entitled to payment in lieu of not availed sick leave at any time.

## 10 ANNUAL LEAVE

- 10.1 The Employee shall receive 18 (eighteen) working days of annual/privileged leave with full pay per calendar year. If the employment contract is not in force for a whole year, the Employee shall receive 1/12 of his annual leave entitlement for each completed calendar month.
- 10.2 The Company must approve when annual leave is taken. The Employee must request annual leave in good time. Annual leave must be discussed with the Head of Department and must abide by the valid arrangements regarding absence cover in the respective area. Disrupting normal business operations is to be avoided at all costs.
- 10.3 Annual leave must be taken in the current leave year. The leave year begins on January 01st and ends on December 31st. Carrying annual leave over to the next calendar year is only permitted with the consent of the Company. In the event annual leave is carried over, it must be taken by March 31st of the following year at the latest.

Exceptions to this require special management approval.

- 10.4 Upon termination of the Employment (however occasioned) the Employee shall be paid in lieu of any accrued and not availed annual leave to which the Employee becomes entitled during the Employment. Payment for accrued annual leave shall be calculated on the basis of the rate of the Basic Salary. The Annual term shall be calculated exclusive of public holidays.
- 10.5 The Employee is entitled to 7 days of Public Holidays, which are defined as per Company policy. The Company is entitled to change these Public Holidays due to operational reasons at any time.
- 10.6 The Employee shall be entitled to 2 (two) days paid casual leave per calendar year. This leave is available to use as it is accrued. Accrued leave can't be carried over to the next calendar year.
- 10.7 Any leave is subject to approval by the Company and shall be in accordance with the relevant regulations regarding temporary replacements. Interruption of business operations has to be avoided.

## 11 TERMINATION OF THE EMPLOYMENT CONTRACT

- 11.1 As stated in section 1 this employment contract is for a fixed term until 03.10.2022 and shall end on that date without notice having to be given.
- 11.2 On completion of the probation period, either initial, or extended, as the case may be, the Employment of the Employee with the Company will end as defined under clause 1.
- 11.3 Either party can terminate this Agreement with a written notice of two (2) months or two (2) months' salary in lieu of notice. The official notification becomes valid upon arrival of delivery.



- 11.4 In any case of notice, the Company is entitled to release the Employee from work under deduction of any vacation time remaining due up to the expiration of the period of notice.
- 11.5 The right to terminate the Contract extraordinarily remains unaffected. In particular and without prejudice to the generality of the foregoing provision, the Company shall be entitled to terminate the Contract summarily by written notice and without any payment in lieu of notice (but without prejudice to the rights and remedies of the Company for any breach of this Contract of Employment and to the Employee's continuing obligations) in any of the following events:
- (a) If the Employee commits any serious or wilful or persistent breach or breaches of any express or implied term of this Contract.
  - (b) If the Employee commits any serious or wilful or persistent breach or breaches of any express or implied Company policy.
  - (c) If the Company has good reason to believe that the Employee has committed any criminal offence or been guilty of any dishonesty or serious misconduct whether during the performance of his duties or otherwise.
  - (d) If the Employee's petitions for bankruptcy or has a bankruptcy order made against him or applies to take the benefit of any legislation for the relief of insolvent debtors or if he makes any composition with his creditors.
  - (e) If any information relating to the Employee's suitability for Employment by the Company and provided in the course of applying for Employment is found to be materially false or misleading.
- 11.6 A notice by the Employee may be submitted to the Supervisor/Director / Managing Director of the Company.
- 11.7 It is not permitted to terminate the employment contract giving proper notice before the agreed start date.
- 11.8 Upon cessation of this employment contract or in the event that the Company has granted leave from duty, the Employee must immediately and completely release to the Company all documents, objects and data regarding the affairs of the Company, especially keys, badges, telephones, computers, books, models, and recordings of any type including any duplicates for copies in his possession. The Employee acknowledges that all objects and data are the property of the Company and therefore he has no right to retention. If the Company property is not returned, a fee of INR 3,500.00 (three thousand five hundred) shall be deducted from the salary of the Employee.
- 11.9 The employment contract shall cease automatically without notice of termination upon expiry of the month in which the Employee reaches the age of 65 or when a total loss of working capacity is ascertained.

## 12 CONFIDENTIALTY

- 12.1 The Employee is obligated to keep all confidential matters, in particular business and trade secrets of the Company, and companies and persons affiliated with the Company strictly confidential. This obligation shall also continue to persist after the cessation of the employment contract.
- 12.2 All documents relating to the Company or to companies and persons affiliated with the Company, in particular all notes, specifications for tenders and contracts, records, reports, correspondence and similar documents including any copies thereof, all data carriers/data and all items provided to the Employee shall be handled with care and may only be used for business purposes. Removing these items from the business premises or a reproduction of the data/items is prohibited.

- 12.3 When the employment contract ends or upon commencement of a leave of absence when notice to terminate the employment contract has been given the Employee shall return to the Company unprompted all documents, data carriers and items in his possession which were provided to him during his employment. During the period of the employment contract this is to be done if ordered to do so. This applies correspondingly to non-physical information and materials, such as computer programs and other data, for example. The Employee is not permitted to retain back-ups of these.
- 12.4 The Employee is obligated to keep individual arrangements in or regarding this contract of employment confidential towards third parties. This includes in particular salary and, in case of fixed term contracts, the duration.

### 13 REPORTING CHANGES

Changes to marital status, place of residence and matters which could cause special statutory privileges, e.g. severe disablement and other matters which are important to the Company, shall be reported to the Company immediately.

### 14 CODE OF CONDUCT

- 14.1 The Employee shall strictly adhere to the Company's code of conduct and all the disciplinary rules and regulations as in force from time to time.
- 14.2 The Employee shall refrain from engaging in any illegal or immoral activities within Company premises as well outside which can bring disrepute to the Company.
- 14.3 The Employee shall not use Company's assets and facilities for their private use without prior information and approval from his supervisor. The Employee shall refrain from doing his personal work / private business during the office working hours.
- 14.4 Whilst the Company encourages the use of email and the internet to aid communication and improve efficiency, inappropriate use of these systems can cause serious problems which may involve legal claims against both the Company and individual Employee. In line with the Hemmersbach Group, therefore the Employee agrees to abide by the rules of the Company Policy.

### 15 USE OF EQUIPMENT

The Employee undertakes to comply with the rules of the Company in force from time to time concerning the use of materials, equipment and computer systems of the Company and the Group Companies. The Employee gives his consent to a representative of the Company gaining access to the email of the Employee in case of absence or in order to protect the interest of the Company.

### 16 DATA PROTECTION

Any data arising due to and during the employment will be stored and processed in the headquarters of the Hemmersbach Group, based in Nuremberg, Germany. Both parties shall therefore adhere to the statutory stipulations of the General Data Protection Regulation (GDPR) under European law, while considering the local data protection requirements. The Employee gives his consent to the Company and the Hemmersbach Group of Companies processing and transferring work related data (including data relating to sickness affecting the performance of the Employee) within India and abroad as the case may be for purposes related to the Employment, other administrative purposes or any other purpose related to the collection, storage or transfer of personal data in compliance with applicable Indian law.

## 17 BACKGROUND CHECK

- 17.1 The Employee agrees to provide the Company with an official document issued by the police or a governmental agency (e.g. criminal record / certificate of good conduct) in order to testify any criminal records as part of a background check. This certificate or at least the confirmation of the request should be presented to the Company at the latest on the first working day.
- 17.2 The Employee agrees to undergo further background checks (e.g. advanced security vetting), if these are or will be required for the role.

## 18 WRITTEN FORM AND EXISTENCE OF THE CONTRACT

- 18.1 Ancillary agreements and amendments are only valid, if they are in writing, signed and have approval by decision of the Shareholders' meeting; this also applies to the waiver of this written form requirement.
- 18.2 If one of the provisions of this contract is or becomes invalid, in whole or in part, this shall not affect the validity of the remaining provisions. In such a case the contract shall be executed as the Parties intended. If the validity of a provision of performance or time is affected, it shall be replaced by the provision permitted by law.

## 19 JURISDICTION

The terms of this Agreement shall be construed in accordance with the laws of India and both parties irrevocably submit to the jurisdiction of the Courts of Bangalore to settle any disputes that may arise in connection with this Employment.

## 20 COPIES OF THIS CONTRACT

The Company and the Employee have each received one copy of this contract.

## 21 MISCELLANEOUS

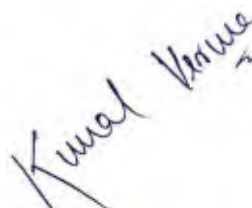
- 21.1 The Employee is not permitted to use the Company's Internet or telephone for private purposes. Likewise sending private emails is prohibited.
- 21.2 Working or driving a company car under the influence of alcohol or drugs is strictly prohibited.
- 21.3 The company shall be informed in writing of the loss of your driving licence including information regarding the duration of and reason for said loss. If a driving licence is required to carry out his role the Company reserves the right to terminate the employment contract without notice.
- 21.4 The Company is entitled to save all use of the email system and the Internet in order to monitor adherence to the above provisions using the saved data for a maximum duration of three months.

The undersigned hereby acknowledge that they have read and fully understand the terms of this Agreement, the terms and conditions of which are hereby incorporated and acknowledged by this document.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first below written.

Date: 02.09.2021

Date: 02.09.2022



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Mr. Kunal Verma  
Country Manager, India  
Hemmersbach India Private Limited

Enclosure:

☐ Annexure A: Job Description

Annexure A

## JOB DESCRIPTION

Position: Service Desk Manager  
Job Family: Admin-Operations  
Reports to: Teamlead-Operations, Manager, Country Manager

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The employee is expected to perform his / her duties as outlined here. The continuity of this contract is dependent upon the fulfillments of the job responsibilities expressed therein. In some circumstances the employee may also be required to perform tasks other than those stated here and is expected to do so with the utmost diligence and professionalism. This shall not affect the remuneration provisions.

For project requirements, the employee might be required to work on project shift duty based on project need. Job

Purpose:

To undertake all administrative tasks and activities in a professional and timely manner and in accordance with all internal process requirements. To adhere to the Hemmersbach Service Delivery Code (SDC) and all other Hemmersbach standards in the corresponding field of service or customer account. To break the company's annual BIG THREE goals down into realizable tasks, which are incorporated into the daily routine Responsibilities and Accountabilities:

- ☐ Proactively manage their areas of responsibility, in particular ensuring that Hemmersbach delivers a high level of internal and external customer satisfaction, which also meets the business goals.
- ☐ Ensure all work is delivered consistently and in accordance with lead measures and Key Performance Indicators (KPIs).
- ☐ Work on day-to-day activities, such as responding to tickets and implementing processes in order to help things run smoothly.
- ☐ Communicate with all levels of Hemmersbach Management, which includes producing reports to a high standard in a timely manner with accurate data.
- ☐ Proactively improve personal skills to achieve better performance and to improve the quality of daily business.

#### Review of this Job Description

This job description is an indicator of general areas of activity and will be amended in light of the changing needs of the organisation. Additionally, the skill development of every employee in this position will be determined once a year via the categorization and feedback procedure.

I, hereby accept and agree the terms and conditions of employment set out in this Job Description.

02.09.2021

Date: \_\_\_\_\_



WE GROW OPPORTUNITIES  
(An ISO 9001:2008 & 14001:2004 Certified Company)

15/6/2022

**Dear AKSHAY KUMAR M,**

This letter is to offer you a position with our Company. It is with great pleasure that we offer you the position of **Business Development Executive**. You will be based in Bangalore and report to Mr. Saummay Sinha (AGM - Sales). Your place of work will be "90, Bellary Road, Bangalore". Based on your capabilities and accomplishments, I believe that your talents will not only benefit the company but also that our mutual relationship will assist you in reaching your personal and professional goals.

Your detailed compensation plan will be given to you at the time of joining. Your compensation will be **Rs480000** (Rs Three lakh fifty thousand only) per annum (CTC). Your compensation will also include Casual, Sick and Privilege leave and other benefits as per corporate policy. In addition to your CTC, you will be subject to an annual bonus based on your performance review.

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- a. PAN Card
- b. Aadhar card
- c. Two passport sized photographs. (Upon Reporting)
- d. Educational documents
- e. Last two employment documents, if applicable

You will be on probation/training for a period of 3 months from the date of your joining. Your services will be confirmed in writing after successful completion of your probation period. The probation period may be extended if your performance does not meet expectations.

## **AGROCORP LANDBASE PRIVATE LIMITED**

**Corporate Office:** No. 90 Bellary Road, NH 44, Byatarayanapura, Bengaluru- 560092

**Ph.:** +91 9513 914 257 | **Email:** info@agrocorpglobal.com | **Web:** www.agrocorpglobal.com | **CIN:** U01110DL2016PTC307393

Please indicate your acceptance of this offer by confirming on the same email.

Sincerely:

For Agrocorp Landbase Pvt Ltd:

Authorised Signatory  
Mr Sumit Kumar

I accept this action as outlined above and confirm that my start date is:

---

Signature:

---

Name:

---

Date:



WE GROW OPPORTUNITIES  
(An ISO 9001:2008 & 14001:2004 Certified Company)

15/6/2022

**Dear ALOYSIUS KENNETH R,**

This letter is to offer you a position with our Company. It is with great pleasure that we offer you the position of **Business Development Executive**. You will be based in Bangalore and report to Mr. Saummay Sinha (AGM - Sales). Your place of work will be "90, Bellary Road, Bangalore". Based on your capabilities and accomplishments, I believe that your talents will not only benefit the company but also that our mutual relationship will assist you in reaching your personal and professional goals.

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Authorised Signatory  
Mr Sumit Kumar

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Name:

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Date:



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(An ISO 9001:2008 & 14001:2004 Certified Company)

15/6/2022

**Dear ANISH VISHNU,**

This letter is to offer you a position with our Company. It is with great pleasure that we offer you the position of **Business Development Executive**. You will be based in Bangalore and report to Mr. Saummay Sinha (AGM - Sales). Your place of work will be "90, Bellary Road, Bangalore". Based on your capabilities and accomplishments, I believe that your talents will not only benefit the company but also that our mutual relationship will assist you in reaching your personal and professional goals.

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15/6/2022

**Dear ANJALI KUMARI,**

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Date:



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15/6/2022

**Dear ANNIE ELISHA A,**

This letter is to offer you a position with our Company. It is with great pleasure that we offer you the position of **Business Development Executive**. You will be based in Bangalore and report to Mr. Saummay Sinha (AGM - Sales). Your place of work will be "90, Bellary Road, Bangalore". Based on your capabilities and accomplishments, I believe that your talents will not only benefit the company but also that our mutual relationship will assist you in reaching your personal and professional goals.

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Authorised Signatory  
Mr Sumit Kumar

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15/6/2022

**Dear ANUSH B S,**

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15/6/2022

**Dear ARVIND RAMESH,**

This letter is to offer you a position with our Company. It is with great pleasure that we offer you the position of **Business Development Executive**. You will be based in Bangalore and report to Mr. Saummay Sinha (AGM - Sales). Your place of work will be "90, Bellary Road, Bangalore". Based on your capabilities and accomplishments, I believe that your talents will not only benefit the company but also that our mutual relationship will assist you in reaching your personal and professional goals.

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Mr Sumit Kumar

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Name:

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Date:



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15/6/2022

**Dear ARUN G NAMBOODIRI,**

This letter is to offer you a position with our Company. It is with great pleasure that we offer you the position of **Business Development Executive**. You will be based in Bangalore and report to Mr. Saummay Sinha (AGM - Sales). Your place of work will be "90, Bellary Road, Bangalore". Based on your capabilities and accomplishments, I believe that your talents will not only benefit the company but also that our mutual relationship will assist you in reaching your personal and professional goals.

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Date:



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15/6/2022

**Dear ARUNIKA AJITH KUMAR,**

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Date:



WE GROW OPPORTUNITIES  
(An ISO 9001:2008 & 14001:2004 Certified Company)

15/6/2022

**Dear ASHWIN KUMAR A,**

This letter is to offer you a position with our Company. It is with great pleasure that we offer you the position of **Business Development Executive**. You will be based in Bangalore and report to Mr. Saummay Sinha (AGM - Sales). Your place of work will be "90, Bellary Road, Bangalore". Based on your capabilities and accomplishments, I believe that your talents will not only benefit the company but also that our mutual relationship will assist you in reaching your personal and professional goals.

Your detailed compensation plan will be given to you at the time of joining. Your compensation will be **Rs480000** (Rs Three lakh fifty thousand only) per annum (CTC). Your compensation will also include Casual, Sick and Privilege leave and other benefits as per corporate policy. In addition to your CTC, you will be subject to an annual bonus based on your performance review.

I am anticipating that you will accept this offer, Upon joining you will be required to sign an "Employment Agreement Bond" and detailed CTC. You are also required to submit the following documents by email upon acceptance of this offer.

- a. PAN Card
- b. Aadhar card
- c. Two passport sized photographs. (Upon Reporting)
- d. Educational documents
- e. Last two employment documents, if applicable

You will be on probation/training for a period of 3 months from the date of your joining. Your services will be confirmed in writing after successful completion of your probation period. The probation period may be extended if your performance does not meet expectations.

## **AGROCORP LANDBASE PRIVATE LIMITED**

**Corporate Office:** No. 90 Bellary Road, NH 44, Byatarayanapura, Bengaluru- 560092

**Ph.:** +91 9513 914 257 | **Email:** info@agrocorpglobal.com | **Web:** www.agrocorpglobal.com | **CIN:** U01110DL2016PTC307393



Please indicate your acceptance of this offer by confirming on the same email.

Sincerely:

For Agrocorp Landbase Pvt Ltd:

Authorised Signatory  
Mr Sumit Kumar

I accept this action as outlined above and confirm that my start date is:

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Signature:

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Name:

---

Date:



WE GROW OPPORTUNITIES  
(An ISO 9001:2008 & 14001:2004 Certified Company)

15/6/2022

**Dear B BALAMURUGAN,**

This letter is to offer you a position with our Company. It is with great pleasure that we offer you the position of **Business Development Executive**. You will be based in Bangalore and report to Mr. Saummay Sinha (AGM - Sales). Your place of work will be "90, Bellary Road, Bangalore". Based on your capabilities and accomplishments, I believe that your talents will not only benefit the company but also that our mutual relationship will assist you in reaching your personal and professional goals.

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Authorised Signatory  
Mr Sumit Kumar

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Name:

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Date:



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(An ISO 9001:2008 & 14001:2004 Certified Company)

15/6/2022

Dear **BENJAMIN VICTOR H,**

This letter is to offer you a position with our Company. It is with great pleasure that we offer you the position of **Business Development Executive**. You will be based in Bangalore and report to Mr. Saummay Sinha (AGM - Sales). Your place of work will be "90, Bellary Road, Bangalore". Based on your capabilities and accomplishments, I believe that your talents will not only benefit the company but also that our mutual relationship will assist you in reaching your personal and professional goals.

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For Agrocorp Landbase Pvt Ltd:

Authorised Signatory  
Mr Sumit Kumar

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Signature:

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Name:

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Date:



WE GROW OPPORTUNITIES  
(An ISO 9001:2008 & 14001:2004 Certified Company)

15/6/2022

**Dear BHARATH KUMAR P,**

This letter is to offer you a position with our Company. It is with great pleasure that we offer you the position of **Business Development Executive**. You will be based in Bangalore and report to Mr. Saummay Sinha (AGM - Sales). Your place of work will be "90, Bellary Road, Bangalore". Based on your capabilities and accomplishments, I believe that your talents will not only benefit the company but also that our mutual relationship will assist you in reaching your personal and professional goals.

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Sincerely:

For Agrocorp Landbase Pvt Ltd:

Authorised Signatory  
Mr Sumit Kumar

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Signature:

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Name:

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Date:



WE GROW OPPORTUNITIES  
(An ISO 9001:2008 & 14001:2004 Certified Company)

15/6/2022

**Dear BHAVYA S,**

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Sincerely:

For Agrocorp Landbase Pvt Ltd:

Authorised Signatory  
Mr Sumit Kumar

I accept this action as outlined above and confirm that my start date is:

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Signature:

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Name:

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Date:



WE GROW OPPORTUNITIES  
(An ISO 9001:2008 & 14001:2004 Certified Company)

15/6/2022

**Dear BHUMIKA J S,**

This letter is to offer you a position with our Company. It is with great pleasure that we offer you the position of **Business Development Executive**. You will be based in Bangalore and report to Mr. Saummay Sinha (AGM - Sales). Your place of work will be "90, Bellary Road, Bangalore". Based on your capabilities and accomplishments, I believe that your talents will not only benefit the company but also that our mutual relationship will assist you in reaching your personal and professional goals.

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Sincerely:

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Authorised Signatory  
Mr Sumit Kumar

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Signature:

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Name:

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Date:



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15/6/2022

**Dear BHUVANESHWARAN M,**

This letter is to offer you a position with our Company. It is with great pleasure that we offer you the position of **Business Development Executive**. You will be based in Bangalore and report to Mr. Saummay Sinha (AGM - Sales). Your place of work will be "90, Bellary Road, Bangalore". Based on your capabilities and accomplishments, I believe that your talents will not only benefit the company but also that our mutual relationship will assist you in reaching your personal and professional goals.

Your detailed compensation plan will be given to you at the time of joining. Your compensation will be **Rs480001** (Rs Three lakh fifty thousand only) per annum (CTC). Your compensation will also include Casual, Sick and Privilege leave and other benefits as per corporate policy. In addition to your CTC, you will be subject to an annual bonus based on your performance review.

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Sincerely:

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Authorised Signatory  
Mr Sumit Kumar

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15/6/2022

**Dear BRIJESH CHETTRI,**

This letter is to offer you a position with our Company. It is with great pleasure that we offer you the position of **Business Development Executive**. You will be based in Bangalore and report to Mr. Saummay Sinha (AGM - Sales). Your place of work will be "90, Bellary Road, Bangalore". Based on your capabilities and accomplishments, I believe that your talents will not only benefit the company but also that our mutual relationship will assist you in reaching your personal and professional goals.

Your detailed compensation plan will be given to you at the time of joining. Your compensation will be **Rs480002** (Rs Three lakh fifty thousand only) per annum (CTC). Your compensation will also include Casual, Sick and Privilege leave and other benefits as per corporate policy. In addition to your CTC, you will be subject to an annual bonus based on your performance review.

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15/6/2022

**Dear MOHAMMAD EMAD MAJEED,**

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Name:

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15/6/2022

**Dear EVITA PHILIP JOHN,**

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15/6/2022

**Dear NAVNEET SINGH,**

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15/6/2022

**Dear B S ROSHAN,**

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15/6/2022

**Dear BHARATH SANJAY MALAVI,**

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Authorised Signatory  
Mr Sumit Kumar

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Signature:

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Name:

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## OFFER LETTER

Dear AIMAN ASHFAQ,

Subsequent to your meetings with Go Digit General Insurance Limited, we are pleased to make an offer of employment on the following terms and conditions:

- 1.1 You shall be appointed to the position of **Graduate Trainee Engineer – Analytics and Data Science**.
- 1.2 As an employee of the Organisation, your Gross Annual Compensation (Cost to Company) will be **Rs. 450000/-** (Rupees Four Lac Fifty Thousand Only).
- 1.3 Your Gross Annual Compensation will include a performance-linked variable of **11.00%** subject to achievement of pre-defined targets.
- 1.4 All terms and conditions of your employment, including the code of conduct, will be in accordance with the Company's policies and procedures and the Employment Agreement.
- 1.5 The Trainee Program will be for a period of **1 year** from your date of joining.
- 1.6 Your employment will also be dependent upon completion of your Graduation / Post Graduation as per the training programme.
- 1.7 Your employment with the Company is subject to:
  - (a) The accuracy of the testimonials and information provided by you; and,
  - (b) You being free from any contractual restrictions preventing you from accepting this offer and will return receipt of acceptance of this offer within 5 workings days.
- 1.8 At any time, the contract may be terminated by either party by giving 90 days' notice in writing. Go Digit General Insurance reserves the right to payment of salary in lieu of the notice period.
- 1.9 We are glad that you have accepted our offer. In order to confirm your joining, you would be required to submit a proof of your resignation from your current company



within 7 days of receipt of this offer letter. In case of failure to submit the same within the stipulated time period, the company reserves a right to withdraw this offer.

On the day of your joining kindly bring photocopies of your certificates (all education qualifications, address proof, Pan card copy, ID proof, all previous employers' certificates, Form 16, Last employer's salary slip of last 3 months, relieving Letter from last employer), along with four passport size photographs.

This offer is being issued subject to successful verification of all your documents submitted. As a token of your acceptance of our offer and the terms of this letter, please sign in the space provided below and return the same to us. We are excited at the prospect of having you join us and look forward to a rewarding association.

**Annexure A**  
**Compensation Entitlement Sheet**

	<b>Monthly</b>	<b>Annual</b>
Basic Salary	11,667	140,000
HRA	4,667	56,000
Education Allowance	200	2,400
LTA	972	11,662
Statutory Bonus	972	11,662
Special Allowance	12,495	149,942
<b>Gross Salary</b>	<b>30,972</b>	<b>371,666</b>
<u>Employer Contributions</u>		
EPF	1,800	21,600
ESI	0	0
Gratuity	561	6,734
<b>Fixed Compensation</b>	<b>33,333</b>	<b>400,000</b>
<b>Variable Pay</b>		<b>50000</b>
<b>Annual Cost to Company</b>		<b>450,000</b>

**Deductions:**

EPF	1,800	21,600
ESIC	0	0
PT Deduction	200	2,500
<b>Net Pay</b>	<b>28,972</b>	<b>450000</b>

\*TDS deduction is subject to taxable income.

\*\*If your Annual Compensation includes a performance-linked variable then the payment will be subject to achievement of predefined targets. Variable pay shall be paid depending upon the performance of the employee and as per the company policies. Employee who has resigned or is serving his/her notice period, as on the date of payment, will not be eligible for payment of variable pay.

\*\*\* Eligibility for increment shall be depending upon the performance of the employee and as per company policies. Employee who has resigned or is serving his/her notice period will not be eligible for increment.

Sincerely,

**For Go Digit General Insurance Limited**



**Amrit Jaidka Arora**  
**CHRO**

**Vibhanshu Patel**



## EMPLOYMENT CONTRACT

between

Hemmersbach India Private Limited,  
M/s. Whitefield Area Commerce and Industries Association (WACIA),  
No.40-J, WACIA Road, Mahadevapura post, Bangalore - 560048 a  
Company incorporated under the Companies Act, 2013  
- hereinafter referred to as the "Company" -

and

- AISHWARYA N

- hereinafter referred to as the "Employee"<sup>1</sup> -

Each of the aforesaid shall hereinafter be referred to individually as a "Party" and collectively as "Parties".

The following employment contract is concluded:

### 1 COMMENCEMENT OF THE EMPLOYMENT CONTRACT

The employment contract shall commence accordingly.

### 2 PROBATIONARY PERIOD

- 2.1 A probationary period of six (6) months is agreed and shall end on 03.04.2021. An extension of the probationary period may be determined by the Company in its sole and absolute discretion.
- 2.2 The employment contract may be terminated by either party at any time during the probationary period giving a written notice period of one (1) month to the other party or paying the equivalent of one (1) month's Basic Salary in lieu of such notice.

### 3 TYPE AND SCOPE OF THE ROLE

- 3.1 CHANDU Lis employed as a Service Desk Manager.
- 3.2 The Employee shall work exclusively for the Company and shall perform such duties, functions and responsibilities as are customarily associated with such position and as directed by the Company. The Employee will perform his duties with due care, skill and highest professional standards to the satisfaction of the Company's management. The duties and responsibilities of the Employee are as set out in the job description as attached in ANNEXURE A.
- 3.3 The nature of the Company's business requires that the Employee is flexible in his approach to work in order to service its best interests. Accordingly, the Employee agrees that the Company may at any

time vary the position, scope of duties, and responsibilities of the Employee. The Employee may be required to undertake

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References to the masculine form always refer to both male and female employees. For the purposes of simplification the masculine form is used.

different duties or reporting line be changed in order to take into account the changing needs of the Company's business and Employee's role within it.

- 3.4 The Employee is employed to work at the Bangalore site. It is possible that the Employee may be relocated to a different site due to a project at any time for operational reasons. No expenses will be payable to the Employee for relocation/travel etc. for the purposes of joining.
- 3.5 Clauses 3.3 and 3.4 shall not affect the remuneration provisions.
- 3.6 The Employee shall serve the Company faithfully, conscientiously and to the best of his ability and shall promote the interests and reputation of the Company. The Employee will abide by the time schedule and holiday schedule of the Company and will show due commitment and diligence in his work.
- 3.7 The Employee shall place all of his work capacity at the Company's disposal. The Company shall be informed in writing of any secondary employment. Secondary employment which affects the work assignments of the Employee and the legitimate commercial interests of the Company may only be exercised after consent has been given. During the term of this employment contract the Employee may not conclude any business transactions on his own behalf or on account of a third party.
- 3.8 Unless prevented by sickness or disability, the Employee shall devote all of his time, attention, knowledge, energy and skills during normal working hours and at such other times as the Employee's duties and responsibilities may require. The working hours are however to be placed in accordance with Company, client and project requirements. The Employee understands that as the Company works with strong global interactions, there will be a need for meetings, conference calls at different timings and days including holidays.
- 3.9 The Employee is obligated to participate in the improvement and reduction in price of work procedures and distribution procedures.

#### 4 WORKING HOURS

- 4.1 The Employee will place his entire effort, knowledge, and skill in the service of the Company. She shall work a minimum of 40 (forty) hours on five days per week. She is obliged, however, to be available for the Company at any time, as far as the concerns of the Company require, and to attend to its interests without any entitlement to overtime pay or other compensation.
- 4.2 [The Employee is obligated to be available to be on-call or on-standby. The frequency and scope of being oncall / on-standby shall be determined by the department.]
- 4.3 Daily starting and finishing times and breaks shall comply with the respective company operational arrangements. The Company is entitled to make changes to this.

#### 5 REMUNERATION

- 5.1 The Employee shall receive an annual salary in the amount of INR 3,36,000.00 gross. The remuneration is to be paid in Indian Rupees in twelve (12) equal parts.

- 5.2 Payment shall be made on the last day of the month by bank transfer to a bank account of the Employee, details of which shall be given within one (1) week of the conclusion of the contract.
- 5.3 The remunerations paid to the Employee shall be subject to usual statutory and other deductions, including tax and any other contributions normally required to be withheld by an Employer under applicable laws in India.
- 5.4 The Employee shall be solely responsible for paying any taxes direct or indirect, State or local and other obligations and the filing of any required returns or other information relating hereto.
- 5.5 The Employee is obligated to keep the amount of his payments confidential.

## 6 ACCEPTING THIRD-PARTY BENEFITS

The Company is committed to ensuring all business relationships with suppliers and clients are legal and based on professional integrity. The Employee shall strictly adhere to Company's business conduct and Integrity policy and refrain from accepting gifts from Vendors / Suppliers / Customers / Other agencies at all times. The Employee is obligated to immediately inform the Company of any such attempts made towards him.

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The Employee is permitted trust-based working hours. In return any overtime worked is compensated in full by salary without any additional entitlement to overtime pay or other compensation.

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- 8.1 Any inability to carry out duties shall be reported to the Country Manager or direct supervisor immediately, as well as the duration and the reason. This must be done between 8:00 a.m. at the earliest and 9:00 a.m. at the latest (sick report).
- 8.2 On the last day of absence from work the Country Manager or direct supervisor shall be informed about when the employee will resume his/her work by phone. This must be done by 4:00 p.m. at the latest (recovery report).
- 8.3 If the Employee is ill for longer than two (2) days, a doctor's note regarding his inability to attend work and the expected duration shall be provided not later than on the third (3) day after the commencement of the inability to work. A new doctor's note shall be submitted on the next working day after the expiry of the expected duration of the inability to attend work as stated in the doctor's note.
- 8.4 If the Employee repeatedly and, despite warnings, fails to inform the Company of his illness and / or fails to present the Company with a doctor's note, the Company is entitled to terminate the employment contract without adhering to a notice period.

## 9 CONTINUED REMUNERATION WHEN UNABLE TO ATTEND WORK

- 9.1 If the Employee is not able to attend work due to illness, he shall be entitled to a maximum of twelve (12) days per annum of paid sick leave.
- 9.2 Accrued sick leave can't be carried over to the next calendar year.
- 9.3 Paid sick leave may not be used to extend a holiday or vacation and once an employee has given notice to quit. Sick leave will not be paid out upon the termination.



- 9.4 If the Employee has the right to claim damages from a third party regarding loss of earnings which he is entitled to because he is unable to attend work, he hereby assigns this right to the Company if his salary continues to be paid while he is unable to attend work.
- 9.5 In accordance with the agreed regulations above, the Employee shall, in particular, immediately provide the Company with all information necessary to enforce their claim for damages.
- 9.6 The Employee is further advised that the Company is entitled to refuse to continue to pay his remuneration if the Employee has not satisfied his obligations arising from section 8 and 9 of this contract.
- 9.7 The Employee shall not be entitled to payment in lieu of not availed sick leave at any time.

## 10 ANNUAL LEAVE

- 10.1 The Employee shall receive 18 (eighteen) working days of annual/privileged leave with full pay per calendar year. If the employment contract is not in force for a whole year, the Employee shall receive 1/12 of his annual leave entitlement for each completed calendar month.
- 10.2 The Company must approve when annual leave is taken. The Employee must request annual leave in good time. Annual leave must be discussed with the Head of Department and must abide by the valid arrangements regarding absence cover in the respective area. Disrupting normal business operations is to be avoided at all costs.
- 10.3 Annual leave must be taken in the current leave year. The leave year begins on January 01st and ends on December 31st. Carrying annual leave over to the next calendar year is only permitted with the consent of the Company. In the event annual leave is carried over, it must be taken by March 31st of the following year at the latest.

Exceptions to this require special management approval.

- 10.4 Upon termination of the Employment (however occasioned) the Employee shall be paid in lieu of any accrued and not availed annual leave to which the Employee becomes entitled during the Employment. Payment for accrued annual leave shall be calculated on the basis of the rate of the Basic Salary. The Annual term shall be calculated exclusive of public holidays.
- 10.5 The Employee is entitled to 7 days of Public Holidays, which are defined as per Company policy. The Company is entitled to change these Public Holidays due to operational reasons at any time.
- 10.6 The Employee shall be entitled to 2 (two) days paid casual leave per calendar year. This leave is available to use as it is accrued. Accrued leave can't be carried over to the next calendar year.
- 10.7 Any leave is subject to approval by the Company and shall be in accordance with the relevant regulations regarding temporary replacements. Interruption of business operations has to be avoided.

## 11 TERMINATION OF THE EMPLOYMENT CONTRACT

- 11.1 As stated in section 1 this employment contract is for a fixed term until 03.10.2022 and shall end on that date without notice having to be given.
- 11.2 On completion of the probation period, either initial, or extended, as the case may be, the Employment of the Employee with the Company will end as defined under clause 1.
- 11.3 Either party can terminate this Agreement with a written notice of two (2) months or two (2) months' salary in lieu of notice. The official notification becomes valid upon arrival of delivery.

- 11.4 In any case of notice, the Company is entitled to release the Employee from work under deduction of any vacation time remaining due up to the expiration of the period of notice.
- 11.5 The right to terminate the Contract extraordinarily remains unaffected. In particular and without prejudice to the generality of the foregoing provision, the Company shall be entitled to terminate the Contract summarily by written notice and without any payment in lieu of notice (but without prejudice to the rights and remedies of the Company for any breach of this Contract of Employment and to the Employee's continuing obligations) in any of the following events:
- (a) If the Employee commits any serious or wilful or persistent breach or breaches of any express or implied term of this Contract.
  - (b) If the Employee commits any serious or wilful or persistent breach or breaches of any express or implied Company policy.
  - (c) If the Company has good reason to believe that the Employee has committed any criminal offence or been guilty of any dishonesty or serious misconduct whether during the performance of his duties or otherwise.
  - (d) If the Employee's petitions for bankruptcy or has a bankruptcy order made against him or applies to take the benefit of any legislation for the relief of insolvent debtors or if he makes any composition with his creditors.
  - (e) If any information relating to the Employee's suitability for Employment by the Company and provided in the course of applying for Employment is found to be materially false or misleading.
- 11.6 A notice by the Employee may be submitted to the Supervisor/Director / Managing Director of the Company.
- 11.7 It is not permitted to terminate the employment contract giving proper notice before the agreed start date.
- 11.8 Upon cessation of this employment contract or in the event that the Company has granted leave from duty, the Employee must immediately and completely release to the Company all documents, objects and data regarding the affairs of the Company, especially keys, badges, telephones, computers, books, models, and recordings of any type including any duplicates for copies in his possession. The Employee acknowledges that all objects and data are the property of the Company and therefore he has no right to retention. If the Company property is not returned, a fee of INR 3,500.00 (three thousand five hundred) shall be deducted from the salary of the Employee.
- 11.9 The employment contract shall cease automatically without notice of termination upon expiry of the month in which the Employee reaches the age of 65 or when a total loss of working capacity is ascertained.

## 12 CONFIDENTIALTY

- 12.1 The Employee is obligated to keep all confidential matters, in particular business and trade secrets of the Company, and companies and persons affiliated with the Company strictly confidential. This obligation shall also continue to persist after the cessation of the employment contract.
- 12.2 All documents relating to the Company or to companies and persons affiliated with the Company, in particular all notes, specifications for tenders and contracts, records, reports, correspondence and similar documents including any copies thereof, all data carriers/data and all items provided to the Employee shall be handled with care and may only be used for business purposes. Removing these items from the business premises or a reproduction of the data/items is prohibited.

- 12.3 When the employment contract ends or upon commencement of a leave of absence when notice to terminate the employment contract has been given the Employee shall return to the Company unprompted all documents, data carriers and items in his possession which were provided to him during his employment. During the period of the employment contract this is to be done if ordered to do so. This applies correspondingly to non-physical information and materials, such as computer programs and other data, for example. The Employee is not permitted to retain back-ups of these.
- 12.4 The Employee is obligated to keep individual arrangements in or regarding this contract of employment confidential towards third parties. This includes in particular salary and, in case of fixed term contracts, the duration.

### 13 REPORTING CHANGES

Changes to marital status, place of residence and matters which could cause special statutory privileges, e.g. severe disablement and other matters which are important to the Company, shall be reported to the Company immediately.

### 14 CODE OF CONDUCT

- 14.1 The Employee shall strictly adhere to the Company's code of conduct and all the disciplinary rules and regulations as in force from time to time.
- 14.2 The Employee shall refrain from engaging in any illegal or immoral activities within Company premises as well outside which can bring disrepute to the Company.
- 14.3 The Employee shall not use Company's assets and facilities for their private use without prior information and approval from his supervisor. The Employee shall refrain from doing his personal work / private business during the office working hours.
- 14.4 Whilst the Company encourages the use of email and the internet to aid communication and improve efficiency, inappropriate use of these systems can cause serious problems which may involve legal claims against both the Company and individual Employee. In line with the Hemmersbach Group, therefore the Employee agrees to abide by the rules of the Company Policy.

### 15 USE OF EQUIPMENT

The Employee undertakes to comply with the rules of the Company in force from time to time concerning the use of materials, equipment and computer systems of the Company and the Group Companies. The Employee gives his consent to a representative of the Company gaining access to the email of the Employee in case of absence or in order to protect the interest of the Company.

### 16 DATA PROTECTION

Any data arising due to and during the employment will be stored and processed in the headquarters of the Hemmersbach Group, based in Nuremberg, Germany. Both parties shall therefore adhere to the statutory stipulations of the General Data Protection Regulation (GDPR) under European law, while considering the local data protection requirements. The Employee gives his consent to the Company and the Hemmersbach Group of Companies processing and transferring work related data (including data relating to sickness affecting the performance of the Employee) within India and abroad as the case may be for purposes related to the Employment, other administrative purposes or any other purpose related to the collection, storage or transfer of personal data in compliance with applicable Indian law.

## 17 BACKGROUND CHECK

- 17.1 The Employee agrees to provide the Company with an official document issued by the police or a governmental agency (e.g. criminal record / certificate of good conduct) in order to testify any criminal records as part of a background check. This certificate or at least the confirmation of the request should be presented to the Company at the latest on the first working day.
- 17.2 The Employee agrees to undergo further background checks (e.g. advanced security vetting), if these are or will be required for the role.

## 18 WRITTEN FORM AND EXISTENCE OF THE CONTRACT

- 18.1 Ancillary agreements and amendments are only valid, if they are in writing, signed and have approval by decision of the Shareholders' meeting; this also applies to the waiver of this written form requirement.
- 18.2 If one of the provisions of this contract is or becomes invalid, in whole or in part, this shall not affect the validity of the remaining provisions. In such a case the contract shall be executed as the Parties intended. If the validity of a provision of performance or time is affected, it shall be replaced by the provision permitted by law.

## 19 JURISDICTION

The terms of this Agreement shall be construed in accordance with the laws of India and both parties irrevocably submit to the jurisdiction of the Courts of Bangalore to settle any disputes that may arise in connection with this Employment.

## 20 COPIES OF THIS CONTRACT

The Company and the Employee have each received one copy of this contract.

## 21 MISCELLANEOUS

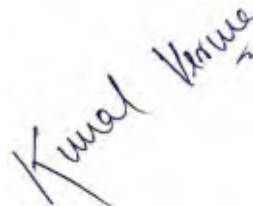
- 21.1 The Employee is not permitted to use the Company's Internet or telephone for private purposes. Likewise sending private emails is prohibited.
- 21.2 Working or driving a company car under the influence of alcohol or drugs is strictly prohibited.
- 21.3 The company shall be informed in writing of the loss of your driving licence including information regarding the duration of and reason for said loss. If a driving licence is required to carry out his role the Company reserves the right to terminate the employment contract without notice.
- 21.4 The Company is entitled to save all use of the email system and the Internet in order to monitor adherence to the above provisions using the saved data for a maximum duration of three months.

The undersigned hereby acknowledge that they have read and fully understand the terms of this Agreement, the terms and conditions of which are hereby incorporated and acknowledged by this document.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first below written.

Date: 02.09.2021

Date: 02.09.2022



---

Mr. Kunal Verma  
Country Manager, India  
Hemmersbach India Private Limited

Enclosure:

☐ Annexure A: Job Description

Annexure A

## JOB DESCRIPTION

Position: Service Desk Manager  
Job Family: Admin-Operations  
Reports to: Teamlead-Operations, Manager, Country Manager

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The employee is expected to perform his / her duties as outlined here. The continuity of this contract is dependent upon the fulfillments of the job responsibilities expressed therein. In some circumstances the employee may also be required to perform tasks other than those stated here and is expected to do so with the utmost diligence and professionalism. This shall not affect the remuneration provisions.

For project requirements, the employee might be required to work on project shift duty based on project need. Job

Purpose:

To undertake all administrative tasks and activities in a professional and timely manner and in accordance with all internal process requirements. To adhere to the Hemmersbach Service Delivery Code (SDC) and all other Hemmersbach standards in the corresponding field of service or customer account. To break the company's annual BIG THREE goals down into realizable tasks, which are incorporated into the daily routine Responsibilities and Accountabilities:

- Proactively manage their areas of responsibility, in particular ensuring that Hemmersbach delivers a high level of internal and external customer satisfaction, which also meets the business goals.
- Ensure all work is delivered consistently and in accordance with lead measures and Key Performance Indicators (KPIs).
- Work on day-to-day activities, such as responding to tickets and implementing processes in order to help things run smoothly.
- Communicate with all levels of Hemmersbach Management, which includes producing reports to a high standard in a timely manner with accurate data.
- Proactively improve personal skills to achieve better performance and to improve the quality of daily business.

#### Review of this Job Description

This job description is an indicator of general areas of activity and will be amended in light of the changing needs of the organisation. Additionally, the skill development of every employee in this position will be determined once a year via the categorization and feedback procedure.

I, hereby accept and agree the terms and conditions of employment set out in this Job Description.

02.09.2021

Date: \_\_\_\_\_

## EMPLOYMENT CONTRACT

between

Hemmersbach India Private Limited,  
M/s. Whitefield Area Commerce and Industries Association (WACIA),  
No.40-J, WACIA Road, Mahadevapura post, Bangalore - 560048 a  
Company incorporated under the Companies Act, 2013  
- hereinafter referred to as the "Company" -

and

- AJAY REDDY V

- hereinafter referred to as the "Employee"<sup>1</sup> -

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time vary the position, scope of duties, and responsibilities of the Employee. The Employee may be required to undertake

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- (a) If the Employee commits any serious or wilful or persistent breach or breaches of any express or implied term of this Contract.
  - (b) If the Employee commits any serious or wilful or persistent breach or breaches of any express or implied Company policy.
  - (c) If the Company has good reason to believe that the Employee has committed any criminal offence or been guilty of any dishonesty or serious misconduct whether during the performance of his duties or otherwise.
  - (d) If the Employee's petitions for bankruptcy or has a bankruptcy order made against him or applies to take the benefit of any legislation for the relief of insolvent debtors or if he makes any composition with his creditors.
  - (e) If any information relating to the Employee's suitability for Employment by the Company and provided in the course of applying for Employment is found to be materially false or misleading.
- 11.6 A notice by the Employee may be submitted to the Supervisor/Director / Managing Director of the Company.
- 11.7 It is not permitted to terminate the employment contract giving proper notice before the agreed start date.
- 11.8 Upon cessation of this employment contract or in the event that the Company has granted leave from duty, the Employee must immediately and completely release to the Company all documents, objects and data regarding the affairs of the Company, especially keys, badges, telephones, computers, books, models, and recordings of any type including any duplicates for copies in his possession. The Employee acknowledges that all objects and data are the property of the Company and therefore he has no right to retention. If the Company property is not returned, a fee of INR 3,500.00 (three thousand five hundred) shall be deducted from the salary of the Employee.
- 11.9 The employment contract shall cease automatically without notice of termination upon expiry of the month in which the Employee reaches the age of 65 or when a total loss of working capacity is ascertained.

## 12 CONFIDENTIALTY

- 12.1 The Employee is obligated to keep all confidential matters, in particular business and trade secrets of the Company, and companies and persons affiliated with the Company strictly confidential. This obligation shall also continue to persist after the cessation of the employment contract.
- 12.2 All documents relating to the Company or to companies and persons affiliated with the Company, in particular all notes, specifications for tenders and contracts, records, reports, correspondence and similar documents including any copies thereof, all data carriers/data and all items provided to the Employee shall be handled with care and may only be used for business purposes. Removing these items from the business premises or a reproduction of the data/items is prohibited.

- 12.3 When the employment contract ends or upon commencement of a leave of absence when notice to terminate the employment contract has been given the Employee shall return to the Company unprompted all documents, data carriers and items in his possession which were provided to him during his employment. During the period of the employment contract this is to be done if ordered to do so. This applies correspondingly to non-physical information and materials, such as computer programs and other data, for example. The Employee is not permitted to retain back-ups of these.
- 12.4 The Employee is obligated to keep individual arrangements in or regarding this contract of employment confidential towards third parties. This includes in particular salary and, in case of fixed term contracts, the duration.

### 13 REPORTING CHANGES

Changes to marital status, place of residence and matters which could cause special statutory privileges, e.g. severe disablement and other matters which are important to the Company, shall be reported to the Company immediately.

### 14 CODE OF CONDUCT

- 14.1 The Employee shall strictly adhere to the Company's code of conduct and all the disciplinary rules and regulations as in force from time to time.
- 14.2 The Employee shall refrain from engaging in any illegal or immoral activities within Company premises as well outside which can bring disrepute to the Company.
- 14.3 The Employee shall not use Company's assets and facilities for their private use without prior information and approval from his supervisor. The Employee shall refrain from doing his personal work / private business during the office working hours.
- 14.4 Whilst the Company encourages the use of email and the internet to aid communication and improve efficiency, inappropriate use of these systems can cause serious problems which may involve legal claims against both the Company and individual Employee. In line with the Hemmersbach Group, therefore the Employee agrees to abide by the rules of the Company Policy.

### 15 USE OF EQUIPMENT

The Employee undertakes to comply with the rules of the Company in force from time to time concerning the use of materials, equipment and computer systems of the Company and the Group Companies. The Employee gives his consent to a representative of the Company gaining access to the email of the Employee in case of absence or in order to protect the interest of the Company.

### 16 DATA PROTECTION

Any data arising due to and during the employment will be stored and processed in the headquarters of the Hemmersbach Group, based in Nuremberg, Germany. Both parties shall therefore adhere to the statutory stipulations of the General Data Protection Regulation (GDPR) under European law, while considering the local data protection requirements. The Employee gives his consent to the Company and the Hemmersbach Group of Companies processing and transferring work related data (including data relating to sickness affecting the performance of the Employee) within India and abroad as the case may be for purposes related to the Employment, other administrative purposes or any other purpose related to the collection, storage or transfer of personal data in compliance with applicable Indian law.

## 17 BACKGROUND CHECK

- 17.1 The Employee agrees to provide the Company with an official document issued by the police or a governmental agency (e.g. criminal record / certificate of good conduct) in order to testify any criminal records as part of a background check. This certificate or at least the confirmation of the request should be presented to the Company at the latest on the first working day.
- 17.2 The Employee agrees to undergo further background checks (e.g. advanced security vetting), if these are or will be required for the role.

## 18 WRITTEN FORM AND EXISTENCE OF THE CONTRACT

- 18.1 Ancillary agreements and amendments are only valid, if they are in writing, signed and have approval by decision of the Shareholders' meeting; this also applies to the waiver of this written form requirement.
- 18.2 If one of the provisions of this contract is or becomes invalid, in whole or in part, this shall not affect the validity of the remaining provisions. In such a case the contract shall be executed as the Parties intended. If the validity of a provision of performance or time is affected, it shall be replaced by the provision permitted by law.

## 19 JURISDICTION

The terms of this Agreement shall be construed in accordance with the laws of India and both parties irrevocably submit to the jurisdiction of the Courts of Bangalore to settle any disputes that may arise in connection with this Employment.

## 20 COPIES OF THIS CONTRACT

The Company and the Employee have each received one copy of this contract.

## 21 MISCELLANEOUS

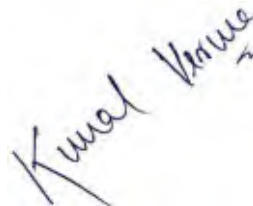
- 21.1 The Employee is not permitted to use the Company's Internet or telephone for private purposes. Likewise sending private emails is prohibited.
- 21.2 Working or driving a company car under the influence of alcohol or drugs is strictly prohibited.
- 21.3 The company shall be informed in writing of the loss of your driving licence including information regarding the duration of and reason for said loss. If a driving licence is required to carry out his role the Company reserves the right to terminate the employment contract without notice.
- 21.4 The Company is entitled to save all use of the email system and the Internet in order to monitor adherence to the above provisions using the saved data for a maximum duration of three months.

The undersigned hereby acknowledge that they have read and fully understand the terms of this Agreement, the terms and conditions of which are hereby incorporated and acknowledged by this document.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first below written.

Date: 02.09.2021

Date: 02.09.2022



Mr. Kunal Verma  
Country Manager, India  
Hemmersbach India Private Limited

Enclosure:

☐ Annexure A: Job Description

Annexure A

## JOB DESCRIPTION

Position: Service Desk Manager  
Job Family: Admin-Operations  
Reports to: Teamlead-Operations, Manager, Country Manager

The employee is expected to perform his / her duties as outlined here. The continuity of this contract is dependent upon the fulfillments of the job responsibilities expressed therein. In some circumstances the employee may also be required to perform tasks other than those stated here and is expected to do so with the utmost diligence and professionalism. This shall not affect the remuneration provisions.

For project requirements, the employee might be required to work on project shift duty based on project need. Job

Purpose:

To undertake all administrative tasks and activities in a professional and timely manner and in accordance with all internal process requirements. To adhere to the Hemmersbach Service Delivery Code (SDC) and all other Hemmersbach standards in the corresponding field of service or customer account. To break the company's annual BIG THREE goals down into realizable tasks, which are incorporated into the daily routine Responsibilities and Accountabilities:



- Proactively manage their areas of responsibility, in particular ensuring that Hemmersbach delivers a high level of internal and external customer satisfaction, which also meets the business goals.
- Ensure all work is delivered consistently and in accordance with lead measures and Key Performance Indicators (KPIs).
- Work on day-to-day activities, such as responding to tickets and implementing processes in order to help things run smoothly.
- Communicate with all levels of Hemmersbach Management, which includes producing reports to a high standard in a timely manner with accurate data.
- Proactively improve personal skills to achieve better performance and to improve the quality of daily business.

#### Review of this Job Description

This job description is an indicator of general areas of activity and will be amended in light of the changing needs of the organisation. Additionally, the skill development of every employee in this position will be determined once a year via the categorization and feedback procedure.

I, hereby accept and agree the terms and conditions of employment set out in this Job Description.

02.09.2021

Date: \_\_\_\_\_

**AJAYKUMAR K R**

Dear **AJAYKUMAR K R**

On behalf of CAI Info India Private Ltd., I would like to reconfirm our verbal offer of employment as a **"Jr. Software Engineer"** for an annual CTC of Rs. 4,00,000.00 (Rupees four lakh only) beginning on your anticipated start date, Monday, February 05, 2024. This will be paid to you monthly at the end of each month in increments of Rs. 25,000.00 (gross monthly CTC).

Special Clauses:

- During the period of your employment, the Company may at any time assign or transfer you to any location in the world where the Company/its clients has its establishment. In such an event, you shall be entitled to allowances in accordance with the policies of the Company.
- If you do not have an existing account with ICICI Bank, you will be required to establish one within 2 weeks of your first pay.
- You shall be considered for the next financial review in 2025.

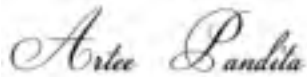
You are required to bring the following documents at the time of reporting for employment: -

- Last updated resume
- Latest passport size photograph
- A copy of Educational Certificates for all years of education and mark cards -
- Copy of passport
- Form 16

Please sign the bottom portion of this letter indicating your acceptance of this position and return the same immediately. You will be issued an appointment letter upon your acceptance of this offer letter.

Thank You and Welcome.

Yours Truly, Accepted By:



**Artee Pandita** \_\_\_\_\_  
**Director-Human Resources**

Divyasree Towers, Floor 5, Guruppanapalya  
Bannerghatta Main Road, Bangalore-560029  
[www.cai.io](http://www.cai.io) [inquire@cai.io](mailto:inquire@cai.io)



Detailed CTC Breakdown:

Description	Monthly	Yearly
Basic	INR 13,750.00	INR 1,65,000.00
HRA	INR 5,500.00	INR 66,000.00
Conveyance	INR 300.00	INR 3,600.00
Medical Allowance	INR 700.00	INR 8,400.00
Statutory Bonus	INR 2,500.00	INR 30,000.00
Provident Fund	INR 3,300.00	INR 39,600.00
Gratuity	INR 661.38	INR 7,936.50
Special Allowance	INR 788.63	INR 9,463.50
<b>Total</b>	<b>INR 34,000.00</b>	<b>INR 4,00,000.00</b>

Accepted By:

---

Divyasree Towers, Floor 5, Guruppanapalya  
Bannerghatta Main Road, Bangalore-560029  
[www.cai.io](http://www.cai.io) [inquire@cai.io](mailto:inquire@cai.io)

**CAI Info India Private Limited**

080 -45340400

## OFFER LETTER

Dear AJAZ AHMED,

Subsequent to your meetings with Go Digit General Insurance Limited, we are pleased to make an offer of employment on the following terms and conditions:

- 1.1 You shall be appointed to the position of **Graduate Trainee Engineer – Analytics and Data Science**.
- 1.2 As an employee of the Organisation, your Gross Annual Compensation (Cost to Company) will be **Rs. 450000/-** (Rupees Four Lac Fifty Thousand Only).
- 1.3 Your Gross Annual Compensation will include a performance-linked variable of **11.00%** subject to achievement of pre-defined targets.
- 1.4 All terms and conditions of your employment, including the code of conduct, will be in accordance with the Company's policies and procedures and the Employment Agreement.
- 1.5 The Trainee Program will be for a period of **1 year** from your date of joining.
- 1.6 Your employment will also be dependent upon completion of your Graduation / Post Graduation as per the training programme.
- 1.7 Your employment with the Company is subject to:
  - (a) The accuracy of the testimonials and information provided by you; and,
  - (b) You being free from any contractual restrictions preventing you from accepting this offer and will return receipt of acceptance of this offer within 5 workings days.
- 1.8 At any time, the contract may be terminated by either party by giving 90 days' notice in writing. Go Digit General Insurance reserves the right to payment of salary in lieu of the notice period.
- 1.9 We are glad that you have accepted our offer. In order to confirm your joining, you would be required to submit a proof of your resignation from your current company



within 7 days of receipt of this offer letter. In case of failure to submit the same within the stipulated time period, the company reserves a right to withdraw this offer.

On the day of your joining kindly bring photocopies of your certificates (all education qualifications, address proof, Pan card copy, ID proof, all previous employers' certificates, Form 16, Last employer's salary slip of last 3 months, relieving Letter from last employer), along with four passport size photographs.

This offer is being issued subject to successful verification of all your documents submitted. As a token of your acceptance of our offer and the terms of this letter, please sign in the space provided below and return the same to us. We are excited at the prospect of having you join us and look forward to a rewarding association.

**Annexure A**  
**Compensation Entitlement Sheet**

	Monthly	Annual
Basic Salary	11,667	140,000
HRA	4,667	56,000
Education Allowance	200	2,400
LTA	972	11,662
Statutory Bonus	972	11,662
Special Allowance	12,495	149,942
<b>Gross Salary</b>	<b>30,972</b>	<b>371,666</b>
<u>Employer Contributions</u>		
EPF	1,800	21,600
ESI	0	0
Gratuity	561	6,734
<b>Fixed Compensation</b>	<b>33,333</b>	<b>400,000</b>
<b>Variable Pay</b>		<b>50000</b>
<b>Annual Cost to Company</b>		<b>450,000</b>

**Deductions:**

EPF	1,800	21,600
ESIC	0	0
PT Deduction	200	2,500
<b>Net Pay</b>	<b>28,972</b>	<b>450000</b>

\*TDS deduction is subject to taxable income.

\*\*If your Annual Compensation includes a performance-linked variable then the payment will be subject to achievement of predefined targets. Variable pay shall be paid depending upon the performance of the employee and as per the company policies. Employee who has resigned or is serving his/her notice period, as on the date of payment, will not be eligible for payment of variable pay.

\*\*\* Eligibility for increment shall be depending upon the performance of the employee and as per company policies. Employee who has resigned or is serving his/her notice period will not be eligible for increment.

Sincerely,

**For Go Digit General Insurance Limited**



**Amrit Jaidka Arora**  
**CHRO**

**Vibhanshu Patel**





Dear **AKHIL GADIGE**,

**Date: 9 -Mar -2023**

On behalf of Mu Sigma., it is our pleasure to confirm your selection for employment as “**Software Engineer- Trainee**”, in our **India** operations. We are very excited to extend this offer, and the opportunity it represents, with great confidence in your abilities.

We will be pleased to offer you on the following terms & conditions:

Designation : **Software Engineer – Trainee**

Total Cost to Company: **Rs. 500000/- per annum**

Compensation: **As Detailed in Annexure I**

The company will make deductions as may be necessary as per Statutory compliance with State / Central tax laws.

Your Initial Posting will be at **Bangalore** However, your services are transferable to any other place or office of the Company or to any subsidiary or associate company; whether now existing or still to be formed. Such transfer / deputation will be in accordance with the company’s rules being in force at the time. You are required to work from office on all 5 working days (Mon to Fri) for a period of 6 months from your date of joining , post which the schedule will be decided by the organization based on the requirements.

This letter will be followed by a background verification email and you will be required to share relevant documents as requested. Upon successful initiation of background verification, we will mail you a detailed offer letter before join us in July/August (Based Final Exams). It will include your date of joining, initial posting location and complete employment terms & conditions. Kindly consider this letter as an indicative offer, to begin with the on-boarding process.

Sincerely,  
Mu Sigma

**Annexure I**

<b>NAME:</b>	GAJULA RAM KUMAR		
<b>TITLE:</b>	Software Engineer Trainee	<b>GRADE</b>	<b>P2</b>

COMPONENTS - A	Limits	Per Month	Per Annum
Basic		21,667	2,60,000
HRA		10,833	1,30,000
Executive Allowance		14,508	1,74,097
LTA - Maximum One Month Basic	21,667	1,806	21,667
Children Education Allowance	2,400	200	2,400
Lunch Coupon	18,000	1,500	18,000
Residential Telephone Reimbursement	-	-	-
PF (Employer's Contribution)		2,600	31,200
Gratuity		1,053	12,636
<b>Fixed Compensation</b>		<b>54,167</b>	<b>3,50,000</b>
Insurance		2,667	32,000
<b>STI</b>			<b>60,600</b>
<b>Total Compensation</b>			<b>500000</b>

**Note:**

FBP Component can be Zero or Maximum provided in the each row of FBP section.  
 FBP Component can be changed three times a year before December of each year as per finance guidelines



## EMPLOYMENT CONTRACT

between

Hemmersbach India Private Limited,  
M/s. Whitefield Area Commerce and Industries Association (WACIA),  
No.40-J, WACIA Road, Mahadevapura post, Bangalore - 560048 a  
Company incorporated under the Companies Act, 2013  
- hereinafter referred to as the “Company” -

and

- AKHIL S

- hereinafter referred to as the “Employee”<sup>1</sup> -

Each of the aforesaid shall hereinafter be referred to individually as a “Party” and collectively as “Parties”.

The following employment contract is concluded:

### 1 COMMENCEMENT OF THE EMPLOYMENT CONTRACT

The employment contract shall commence accordingly.

### 2 PROBATIONARY PERIOD

- 2.1 A probationary period of six (6) months is agreed and shall end on 03.04.2021. An extension of the probationary period may be determined by the Company in its sole and absolute discretion.
- 2.2 The employment contract may be terminated by either party at any time during the probationary period giving a written notice period of one (1) month to the other party or paying the equivalent of one (1) month’s Basic Salary in lieu of such notice.

### 3 TYPE AND SCOPE OF THE ROLE

- 3.1 CHANDU Lis employed as a Service Desk Manager.
- 3.2 The Employee shall work exclusively for the Company and shall perform such duties, functions and responsibilities as are customarily associated with such position and as directed by the Company. The Employee will perform his duties with due care, skill and highest professional standards to the satisfaction of the Company’s management. The duties and responsibilities of the Employee are as set out in the job description as attached in ANNEXURE A.
- 3.3 The nature of the Company’s business requires that the Employee is flexible in his approach to work in order to service its best interests. Accordingly, the Employee agrees that the Company may at any

time vary the position, scope of duties, and responsibilities of the Employee. The Employee may be required to undertake

<sup>1</sup>

References to the masculine form always refer to both male and female employees. For the purposes of simplification the masculine form is used.

different duties or reporting line be changed in order to take into account the changing needs of the Company's business and Employee's role within it.

- 3.4 The Employee is employed to work at the Bangalore site. It is possible that the Employee may be relocated to a different site due to a project at any time for operational reasons. No expenses will be payable to the Employee for relocation/travel etc. for the purposes of joining.
- 3.5 Clauses 3.3 and 3.4 shall not affect the remuneration provisions.
- 3.6 The Employee shall serve the Company faithfully, conscientiously and to the best of his ability and shall promote the interests and reputation of the Company. The Employee will abide by the time schedule and holiday schedule of the Company and will show due commitment and diligence in his work.
- 3.7 The Employee shall place all of his work capacity at the Company's disposal. The Company shall be informed in writing of any secondary employment. Secondary employment which affects the work assignments of the Employee and the legitimate commercial interests of the Company may only be exercised after consent has been given. During the term of this employment contract the Employee may not conclude any business transactions on his own behalf or on account of a third party.
- 3.8 Unless prevented by sickness or disability, the Employee shall devote all of his time, attention, knowledge, energy and skills during normal working hours and at such other times as the Employee's duties and responsibilities may require. The working hours are however to be placed in accordance with Company, client and project requirements. The Employee understands that as the Company works with strong global interactions, there will be a need for meetings, conference calls at different timings and days including holidays.
- 3.9 The Employee is obligated to participate in the improvement and reduction in price of work procedures and distribution procedures.

#### 4 WORKING HOURS

- 4.1 The Employee will place his entire effort, knowledge, and skill in the service of the Company. She shall work a minimum of 40 (forty) hours on five days per week. She is obliged, however, to be available for the Company at any time, as far as the concerns of the Company require, and to attend to its interests without any entitlement to overtime pay or other compensation.
- 4.2 [The Employee is obligated to be available to be on-call or on-standby. The frequency and scope of being oncall / on-standby shall be determined by the department.]
- 4.3 Daily starting and finishing times and breaks shall comply with the respective company operational arrangements. The Company is entitled to make changes to this.

#### 5 REMUNERATION

- 5.1 The Employee shall receive an annual salary in the amount of INR 3,36,000.00 gross. The remuneration is to be paid in Indian Rupees in twelve (12) equal parts.

- 5.2 Payment shall be made on the last day of the month by bank transfer to a bank account of the Employee, details of which shall be given within one (1) week of the conclusion of the contract.
- 5.3 The remunerations paid to the Employee shall be subject to usual statutory and other deductions, including tax and any other contributions normally required to be withheld by an Employer under applicable laws in India.
- 5.4 The Employee shall be solely responsible for paying any taxes direct or indirect, State or local and other obligations and the filing of any required returns or other information relating hereto.
- 5.5 The Employee is obligated to keep the amount of his payments confidential.

## 6 ACCEPTING THIRD-PARTY BENEFITS

The Company is committed to ensuring all business relationships with suppliers and clients are legal and based on professional integrity. The Employee shall strictly adhere to Company's business conduct and Integrity policy and refrain from accepting gifts from Vendors / Suppliers / Customers / Other agencies at all times. The Employee is obligated to immediately inform the Company of any such attempts made towards him.

## 7 OVERTIME/OVERTIME PAY

The Employee is permitted trust-based working hours. In return any overtime worked is compensated in full by salary without any additional entitlement to overtime pay or other compensation.

## 8 INABILITY TO ATTEND TO WORK

- 8.1 Any inability to carry out duties shall be reported to the Country Manager or direct supervisor immediately, as well as the duration and the reason. This must be done between 8:00 a.m. at the earliest and 9:00 a.m. at the latest (sick report).
- 8.2 On the last day of absence from work the Country Manager or direct supervisor shall be informed about when the employee will resume his/her work by phone. This must be done by 4:00 p.m. at the latest (recovery report).
- 8.3 If the Employee is ill for longer than two (2) days, a doctor's note regarding his inability to attend work and the expected duration shall be provided not later than on the third (3) day after the commencement of the inability to work. A new doctor's note shall be submitted on the next working day after the expiry of the expected duration of the inability to attend work as stated in the doctor's note.
- 8.4 If the Employee repeatedly and, despite warnings, fails to inform the Company of his illness and / or fails to present the Company with a doctor's note, the Company is entitled to terminate the employment contract without adhering to a notice period.

## 9 CONTINUED REMUNERATION WHEN UNABLE TO ATTEND WORK

- 9.1 If the Employee is not able to attend work due to illness, he shall be entitled to a maximum of twelve (12) days per annum of paid sick leave.
- 9.2 Accrued sick leave can't be carried over to the next calendar year.
- 9.3 Paid sick leave may not be used to extend a holiday or vacation and once an employee has given notice to quit. Sick leave will not be paid out upon the termination.

- 9.4 If the Employee has the right to claim damages from a third party regarding loss of earnings which he is entitled to because he is unable to attend work, he hereby assigns this right to the Company if his salary continues to be paid while he is unable to attend work.
- 9.5 In accordance with the agreed regulations above, the Employee shall, in particular, immediately provide the Company with all information necessary to enforce their claim for damages.
- 9.6 The Employee is further advised that the Company is entitled to refuse to continue to pay his remuneration if the Employee has not satisfied his obligations arising from section 8 and 9 of this contract.
- 9.7 The Employee shall not be entitled to payment in lieu of not availed sick leave at any time.

## 10 ANNUAL LEAVE

- 10.1 The Employee shall receive 18 (eighteen) working days of annual/privileged leave with full pay per calendar year. If the employment contract is not in force for a whole year, the Employee shall receive 1/12 of his annual leave entitlement for each completed calendar month.
- 10.2 The Company must approve when annual leave is taken. The Employee must request annual leave in good time. Annual leave must be discussed with the Head of Department and must abide by the valid arrangements regarding absence cover in the respective area. Disrupting normal business operations is to be avoided at all costs.
- 10.3 Annual leave must be taken in the current leave year. The leave year begins on January 01st and ends on December 31st. Carrying annual leave over to the next calendar year is only permitted with the consent of the Company. In the event annual leave is carried over, it must be taken by March 31st of the following year at the latest.

Exceptions to this require special management approval.

- 10.4 Upon termination of the Employment (however occasioned) the Employee shall be paid in lieu of any accrued and not availed annual leave to which the Employee becomes entitled during the Employment. Payment for accrued annual leave shall be calculated on the basis of the rate of the Basic Salary. The Annual term shall be calculated exclusive of public holidays.
- 10.5 The Employee is entitled to 7 days of Public Holidays, which are defined as per Company policy. The Company is entitled to change these Public Holidays due to operational reasons at any time.
- 10.6 The Employee shall be entitled to 2 (two) days paid casual leave per calendar year. This leave is available to use as it is accrued. Accrued leave can't be carried over to the next calendar year.
- 10.7 Any leave is subject to approval by the Company and shall be in accordance with the relevant regulations regarding temporary replacements. Interruption of business operations has to be avoided.

## 11 TERMINATION OF THE EMPLOYMENT CONTRACT

- 11.1 As stated in section 1 this employment contract is for a fixed term until 03.10.2022 and shall end on that date without notice having to be given.
- 11.2 On completion of the probation period, either initial, or extended, as the case may be, the Employment of the Employee with the Company will end as defined under clause 1.
- 11.3 Either party can terminate this Agreement with a written notice of two (2) months or two (2) months' salary in lieu of notice. The official notification becomes valid upon arrival of delivery.

- 11.4 In any case of notice, the Company is entitled to release the Employee from work under deduction of any vacation time remaining due up to the expiration of the period of notice.
- 11.5 The right to terminate the Contract extraordinarily remains unaffected. In particular and without prejudice to the generality of the foregoing provision, the Company shall be entitled to terminate the Contract summarily by written notice and without any payment in lieu of notice (but without prejudice to the rights and remedies of the Company for any breach of this Contract of Employment and to the Employee's continuing obligations) in any of the following events:
- (a) If the Employee commits any serious or wilful or persistent breach or breaches of any express or implied term of this Contract.
  - (b) If the Employee commits any serious or wilful or persistent breach or breaches of any express or implied Company policy.
  - (c) If the Company has good reason to believe that the Employee has committed any criminal offence or been guilty of any dishonesty or serious misconduct whether during the performance of his duties or otherwise.
  - (d) If the Employee's petitions for bankruptcy or has a bankruptcy order made against him or applies to take the benefit of any legislation for the relief of insolvent debtors or if he makes any composition with his creditors.
  - (e) If any information relating to the Employee's suitability for Employment by the Company and provided in the course of applying for Employment is found to be materially false or misleading.
- 11.6 A notice by the Employee may be submitted to the Supervisor/Director / Managing Director of the Company.
- 11.7 It is not permitted to terminate the employment contract giving proper notice before the agreed start date.
- 11.8 Upon cessation of this employment contract or in the event that the Company has granted leave from duty, the Employee must immediately and completely release to the Company all documents, objects and data regarding the affairs of the Company, especially keys, badges, telephones, computers, books, models, and recordings of any type including any duplicates for copies in his possession. The Employee acknowledges that all objects and data are the property of the Company and therefore he has no right to retention. If the Company property is not returned, a fee of INR 3,500.00 (three thousand five hundred) shall be deducted from the salary of the Employee.
- 11.9 The employment contract shall cease automatically without notice of termination upon expiry of the month in which the Employee reaches the age of 65 or when a total loss of working capacity is ascertained.

## 12 CONFIDENTIALTY

- 12.1 The Employee is obligated to keep all confidential matters, in particular business and trade secrets of the Company, and companies and persons affiliated with the Company strictly confidential. This obligation shall also continue to persist after the cessation of the employment contract.
- 12.2 All documents relating to the Company or to companies and persons affiliated with the Company, in particular all notes, specifications for tenders and contracts, records, reports, correspondence and similar documents including any copies thereof, all data carriers/data and all items provided to the Employee shall be handled with care and may only be used for business purposes. Removing these items from the business premises or a reproduction of the data/items is prohibited.

- 12.3 When the employment contract ends or upon commencement of a leave of absence when notice to terminate the employment contract has been given the Employee shall return to the Company unprompted all documents, data carriers and items in his possession which were provided to him during his employment. During the period of the employment contract this is to be done if ordered to do so. This applies correspondingly to non-physical information and materials, such as computer programs and other data, for example. The Employee is not permitted to retain back-ups of these.
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Changes to marital status, place of residence and matters which could cause special statutory privileges, e.g. severe disablement and other matters which are important to the Company, shall be reported to the Company immediately.

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- 14.3 The Employee shall not use Company's assets and facilities for their private use without prior information and approval from his supervisor. The Employee shall refrain from doing his personal work / private business during the office working hours.
- 14.4 Whilst the Company encourages the use of email and the internet to aid communication and improve efficiency, inappropriate use of these systems can cause serious problems which may involve legal claims against both the Company and individual Employee. In line with the Hemmersbach Group, therefore the Employee agrees to abide by the rules of the Company Policy.

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The Employee undertakes to comply with the rules of the Company in force from time to time concerning the use of materials, equipment and computer systems of the Company and the Group Companies. The Employee gives his consent to a representative of the Company gaining access to the email of the Employee in case of absence or in order to protect the interest of the Company.

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Any data arising due to and during the employment will be stored and processed in the headquarters of the Hemmersbach Group, based in Nuremberg, Germany. Both parties shall therefore adhere to the statutory stipulations of the General Data Protection Regulation (GDPR) under European law, while considering the local data protection requirements. The Employee gives his consent to the Company and the Hemmersbach Group of Companies processing and transferring work related data (including data relating to sickness affecting the performance of the Employee) within India and abroad as the case may be for purposes related to the Employment, other administrative purposes or any other purpose related to the collection, storage or transfer of personal data in compliance with applicable Indian law.



## 17 BACKGROUND CHECK

- 17.1 The Employee agrees to provide the Company with an official document issued by the police or a governmental agency (e.g. criminal record / certificate of good conduct) in order to testify any criminal records as part of a background check. This certificate or at least the confirmation of the request should be presented to the Company at the latest on the first working day.
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## 19 JURISDICTION

The terms of this Agreement shall be construed in accordance with the laws of India and both parties irrevocably submit to the jurisdiction of the Courts of Bangalore to settle any disputes that may arise in connection with this Employment.

## 20 COPIES OF THIS CONTRACT

The Company and the Employee have each received one copy of this contract.

## 21 MISCELLANEOUS

- 21.1 The Employee is not permitted to use the Company's Internet or telephone for private purposes. Likewise sending private emails is prohibited.
- 21.2 Working or driving a company car under the influence of alcohol or drugs is strictly prohibited.
- 21.3 The company shall be informed in writing of the loss of your driving licence including information regarding the duration of and reason for said loss. If a driving licence is required to carry out his role the Company reserves the right to terminate the employment contract without notice.
- 21.4 The Company is entitled to save all use of the email system and the Internet in order to monitor adherence to the above provisions using the saved data for a maximum duration of three months.

The undersigned hereby acknowledge that they have read and fully understand the terms of this Agreement, the terms and conditions of which are hereby incorporated and acknowledged by this document.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first below written.

Date: 02.09.2021

Date: 02.09.2022



---

Mr. Kunal Verma  
Country Manager, India  
Hemmersbach India Private Limited

Enclosure:

☐ Annexure A: Job Description

Annexure A

## JOB DESCRIPTION

Position: Service Desk Manager  
Job Family: Admin-Operations  
Reports to: Teamlead-Operations, Manager, Country Manager

---

The employee is expected to perform his / her duties as outlined here. The continuity of this contract is dependent upon the fulfillments of the job responsibilities expressed therein. In some circumstances the employee may also be required to perform tasks other than those stated here and is expected to do so with the utmost diligence and professionalism. This shall not affect the remuneration provisions.

For project requirements, the employee might be required to work on project shift duty based on project need. Job

Purpose:

To undertake all administrative tasks and activities in a professional and timely manner and in accordance with all internal process requirements. To adhere to the Hemmersbach Service Delivery Code (SDC) and all other Hemmersbach standards in the corresponding field of service or customer account. To break the company's annual BIG THREE goals down into realizable tasks, which are incorporated into the daily routine Responsibilities and Accountabilities:



- Proactively manage their areas of responsibility, in particular ensuring that Hemmersbach delivers a high level of internal and external customer satisfaction, which also meets the business goals.
- Ensure all work is delivered consistently and in accordance with lead measures and Key Performance Indicators (KPIs).
- Work on day-to-day activities, such as responding to tickets and implementing processes in order to help things run smoothly.
- Communicate with all levels of Hemmersbach Management, which includes producing reports to a high standard in a timely manner with accurate data.
- Proactively improve personal skills to achieve better performance and to improve the quality of daily business.

#### Review of this Job Description

This job description is an indicator of general areas of activity and will be amended in light of the changing needs of the organisation. Additionally, the skill development of every employee in this position will be determined once a year via the categorization and feedback procedure.

I, hereby accept and agree the terms and conditions of employment set out in this Job Description.

02.09.2021

Date: \_\_\_\_\_

**AKSHAY S KADAM**

Dear **AKSHAY S KADAM**

On behalf of CAI Info India Private Ltd., I would like to reconfirm our verbal offer of employment as a **"Jr. Software Engineer"** for an annual CTC of Rs. 4,00,000.00 (Rupees four lakh only) beginning on your anticipated start date, Monday, February 05, 2024. This will be paid to you monthly at the end of each month in increments of Rs. 25,000.00 (gross monthly CTC).

Special Clauses:

- During the period of your employment, the Company may at any time assign or transfer you to any location in the world where the Company/its clients has its establishment. In such an event, you shall be entitled to allowances in accordance with the policies of the Company.
- If you do not have an existing account with ICICI Bank, you will be required to establish one within 2 weeks of your first pay.
- You shall be considered for the next financial review in 2025.

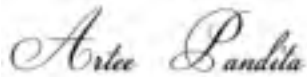
You are required to bring the following documents at the time of reporting for employment: -

- Last updated resume
- Latest passport size photograph
- A copy of Educational Certificates for all years of education and mark cards -
- Copy of passport
- Form 16

Please sign the bottom portion of this letter indicating your acceptance of this position and return the same immediately. You will be issued an appointment letter upon your acceptance of this offer letter.

Thank You and Welcome.

Yours Truly, Accepted By:



**Artee Pandita** \_\_\_\_\_  
**Director-Human Resources**

Divyasree Towers, Floor 5, Guruppanapalya  
Bannerghatta Main Road, Bangalore-560029  
[www.cai.io](http://www.cai.io) [inquire@cai.io](mailto:inquire@cai.io)

Detailed CTC Breakdown:

Description	Monthly	Yearly
Basic	INR 13,750.00	INR 1,65,000.00
HRA	INR 5,500.00	INR 66,000.00
Conveyance	INR 300.00	INR 3,600.00
Medical Allowance	INR 700.00	INR 8,400.00
Statutory Bonus	INR 2,500.00	INR 30,000.00
Provident Fund	INR 3,300.00	INR 39,600.00
Gratuity	INR 661.38	INR 7,936.50
Special Allowance	INR 788.63	INR 9,463.50
<b>Total</b>	<b>INR 34,000.00</b>	<b>INR 4,00,000.00</b>

Accepted By:

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Divyasree Towers, Floor 5, Guruppanapalya  
Bannerghatta Main Road, Bangalore-560029  
[www.cai.io](http://www.cai.io) [inquire@cai.io](mailto:inquire@cai.io)

**CAI Info India Private Limited**

080 -45340400

## EMPLOYMENT CONTRACT

between

Hemmersbach India Private Limited,  
M/s. Whitefield Area Commerce and Industries Association (WACIA),  
No.40-J, WACIA Road, Mahadevapura post, Bangalore - 560048 a  
Company incorporated under the Companies Act, 2013  
- hereinafter referred to as the "Company" -

and

- AKSHAY S

- hereinafter referred to as the "Employee"<sup>1</sup> -

Each of the aforesaid shall hereinafter be referred to individually as a "Party" and collectively as "Parties".

The following employment contract is concluded:

### 1 COMMENCEMENT OF THE EMPLOYMENT CONTRACT

The employment contract shall commence accordingly.

### 2 PROBATIONARY PERIOD

- 2.1 A probationary period of six (6) months is agreed and shall end on 03.04.2021. An extension of the probationary period may be determined by the Company in its sole and absolute discretion.
- 2.2 The employment contract may be terminated by either party at any time during the probationary period giving a written notice period of one (1) month to the other party or paying the equivalent of one (1) month's Basic Salary in lieu of such notice.

### 3 TYPE AND SCOPE OF THE ROLE

- 3.1 CHANDU Lis employed as a Service Desk Manager.
- 3.2 The Employee shall work exclusively for the Company and shall perform such duties, functions and responsibilities as are customarily associated with such position and as directed by the Company. The Employee will perform his duties with due care, skill and highest professional standards to the satisfaction of the Company's management. The duties and responsibilities of the Employee are as set out in the job description as attached in ANNEXURE A.
- 3.3 The nature of the Company's business requires that the Employee is flexible in his approach to work in order to service its best interests. Accordingly, the Employee agrees that the Company may at any

time vary the position, scope of duties, and responsibilities of the Employee. The Employee may be required to undertake

<sup>1</sup>

References to the masculine form always refer to both male and female employees. For the purposes of simplification the masculine form is used.

different duties or reporting line be changed in order to take into account the changing needs of the Company's business and Employee's role within it.

- 3.4 The Employee is employed to work at the Bangalore site. It is possible that the Employee may be relocated to a different site due to a project at any time for operational reasons. No expenses will be payable to the Employee for relocation/travel etc. for the purposes of joining.
- 3.5 Clauses 3.3 and 3.4 shall not affect the remuneration provisions.
- 3.6 The Employee shall serve the Company faithfully, conscientiously and to the best of his ability and shall promote the interests and reputation of the Company. The Employee will abide by the time schedule and holiday schedule of the Company and will show due commitment and diligence in his work.
- 3.7 The Employee shall place all of his work capacity at the Company's disposal. The Company shall be informed in writing of any secondary employment. Secondary employment which affects the work assignments of the Employee and the legitimate commercial interests of the Company may only be exercised after consent has been given. During the term of this employment contract the Employee may not conclude any business transactions on his own behalf or on account of a third party.
- 3.8 Unless prevented by sickness or disability, the Employee shall devote all of his time, attention, knowledge, energy and skills during normal working hours and at such other times as the Employee's duties and responsibilities may require. The working hours are however to be placed in accordance with Company, client and project requirements. The Employee understands that as the Company works with strong global interactions, there will be a need for meetings, conference calls at different timings and days including holidays.
- 3.9 The Employee is obligated to participate in the improvement and reduction in price of work procedures and distribution procedures.

#### 4 WORKING HOURS

- 4.1 The Employee will place his entire effort, knowledge, and skill in the service of the Company. She shall work a minimum of 40 (forty) hours on five days per week. She is obliged, however, to be available for the Company at any time, as far as the concerns of the Company require, and to attend to its interests without any entitlement to overtime pay or other compensation.
- 4.2 [The Employee is obligated to be available to be on-call or on-standby. The frequency and scope of being oncall / on-standby shall be determined by the department.]
- 4.3 Daily starting and finishing times and breaks shall comply with the respective company operational arrangements. The Company is entitled to make changes to this.

#### 5 REMUNERATION

- 5.1 The Employee shall receive an annual salary in the amount of INR 3,36,000.00 gross. The remuneration is to be paid in Indian Rupees in twelve (12) equal parts.

- 5.2 Payment shall be made on the last day of the month by bank transfer to a bank account of the Employee, details of which shall be given within one (1) week of the conclusion of the contract.
- 5.3 The remunerations paid to the Employee shall be subject to usual statutory and other deductions, including tax and any other contributions normally required to be withheld by an Employer under applicable laws in India.
- 5.4 The Employee shall be solely responsible for paying any taxes direct or indirect, State or local and other obligations and the filing of any required returns or other information relating hereto.
- 5.5 The Employee is obligated to keep the amount of his payments confidential.

## 6 ACCEPTING THIRD-PARTY BENEFITS

The Company is committed to ensuring all business relationships with suppliers and clients are legal and based on professional integrity. The Employee shall strictly adhere to Company's business conduct and Integrity policy and refrain from accepting gifts from Vendors / Suppliers / Customers / Other agencies at all times. The Employee is obligated to immediately inform the Company of any such attempts made towards him.

## 7 OVERTIME/OVERTIME PAY

The Employee is permitted trust-based working hours. In return any overtime worked is compensated in full by salary without any additional entitlement to overtime pay or other compensation.

## 8 INABILITY TO ATTEND TO WORK

- 8.1 Any inability to carry out duties shall be reported to the Country Manager or direct supervisor immediately, as well as the duration and the reason. This must be done between 8:00 a.m. at the earliest and 9:00 a.m. at the latest (sick report).
- 8.2 On the last day of absence from work the Country Manager or direct supervisor shall be informed about when the employee will resume his/her work by phone. This must be done by 4:00 p.m. at the latest (recovery report).
- 8.3 If the Employee is ill for longer than two (2) days, a doctor's note regarding his inability to attend work and the expected duration shall be provided not later than on the third (3) day after the commencement of the inability to work. A new doctor's note shall be submitted on the next working day after the expiry of the expected duration of the inability to attend work as stated in the doctor's note.
- 8.4 If the Employee repeatedly and, despite warnings, fails to inform the Company of his illness and / or fails to present the Company with a doctor's note, the Company is entitled to terminate the employment contract without adhering to a notice period.

## 9 CONTINUED REMUNERATION WHEN UNABLE TO ATTEND WORK

- 9.1 If the Employee is not able to attend work due to illness, he shall be entitled to a maximum of twelve (12) days per annum of paid sick leave.
- 9.2 Accrued sick leave can't be carried over to the next calendar year.
- 9.3 Paid sick leave may not be used to extend a holiday or vacation and once an employee has given notice to quit. Sick leave will not be paid out upon the termination.

- 9.4 If the Employee has the right to claim damages from a third party regarding loss of earnings which he is entitled to because he is unable to attend work, he hereby assigns this right to the Company if his salary continues to be paid while he is unable to attend work.
- 9.5 In accordance with the agreed regulations above, the Employee shall, in particular, immediately provide the Company with all information necessary to enforce their claim for damages.
- 9.6 The Employee is further advised that the Company is entitled to refuse to continue to pay his remuneration if the Employee has not satisfied his obligations arising from section 8 and 9 of this contract.
- 9.7 The Employee shall not be entitled to payment in lieu of not availed sick leave at any time.

## 10 ANNUAL LEAVE

- 10.1 The Employee shall receive 18 (eighteen) working days of annual/privileged leave with full pay per calendar year. If the employment contract is not in force for a whole year, the Employee shall receive 1/12 of his annual leave entitlement for each completed calendar month.
- 10.2 The Company must approve when annual leave is taken. The Employee must request annual leave in good time. Annual leave must be discussed with the Head of Department and must abide by the valid arrangements regarding absence cover in the respective area. Disrupting normal business operations is to be avoided at all costs.
- 10.3 Annual leave must be taken in the current leave year. The leave year begins on January 01st and ends on December 31st. Carrying annual leave over to the next calendar year is only permitted with the consent of the Company. In the event annual leave is carried over, it must be taken by March 31st of the following year at the latest.

Exceptions to this require special management approval.

- 10.4 Upon termination of the Employment (however occasioned) the Employee shall be paid in lieu of any accrued and not availed annual leave to which the Employee becomes entitled during the Employment. Payment for accrued annual leave shall be calculated on the basis of the rate of the Basic Salary. The Annual term shall be calculated exclusive of public holidays.
- 10.5 The Employee is entitled to 7 days of Public Holidays, which are defined as per Company policy. The Company is entitled to change these Public Holidays due to operational reasons at any time.
- 10.6 The Employee shall be entitled to 2 (two) days paid casual leave per calendar year. This leave is available to use as it is accrued. Accrued leave can't be carried over to the next calendar year.
- 10.7 Any leave is subject to approval by the Company and shall be in accordance with the relevant regulations regarding temporary replacements. Interruption of business operations has to be avoided.

## 11 TERMINATION OF THE EMPLOYMENT CONTRACT

- 11.1 As stated in section 1 this employment contract is for a fixed term until 03.10.2022 and shall end on that date without notice having to be given.
- 11.2 On completion of the probation period, either initial, or extended, as the case may be, the Employment of the Employee with the Company will end as defined under clause 1.
- 11.3 Either party can terminate this Agreement with a written notice of two (2) months or two (2) months' salary in lieu of notice. The official notification becomes valid upon arrival of delivery.



- 11.4 In any case of notice, the Company is entitled to release the Employee from work under deduction of any vacation time remaining due up to the expiration of the period of notice.
- 11.5 The right to terminate the Contract extraordinarily remains unaffected. In particular and without prejudice to the generality of the foregoing provision, the Company shall be entitled to terminate the Contract summarily by written notice and without any payment in lieu of notice (but without prejudice to the rights and remedies of the Company for any breach of this Contract of Employment and to the Employee's continuing obligations) in any of the following events:
- (a) If the Employee commits any serious or wilful or persistent breach or breaches of any express or implied term of this Contract.
  - (b) If the Employee commits any serious or wilful or persistent breach or breaches of any express or implied Company policy.
  - (c) If the Company has good reason to believe that the Employee has committed any criminal offence or been guilty of any dishonesty or serious misconduct whether during the performance of his duties or otherwise.
  - (d) If the Employee's petitions for bankruptcy or has a bankruptcy order made against him or applies to take the benefit of any legislation for the relief of insolvent debtors or if he makes any composition with his creditors.
  - (e) If any information relating to the Employee's suitability for Employment by the Company and provided in the course of applying for Employment is found to be materially false or misleading.
- 11.6 A notice by the Employee may be submitted to the Supervisor/Director / Managing Director of the Company.
- 11.7 It is not permitted to terminate the employment contract giving proper notice before the agreed start date.
- 11.8 Upon cessation of this employment contract or in the event that the Company has granted leave from duty, the Employee must immediately and completely release to the Company all documents, objects and data regarding the affairs of the Company, especially keys, badges, telephones, computers, books, models, and recordings of any type including any duplicates for copies in his possession. The Employee acknowledges that all objects and data are the property of the Company and therefore he has no right to retention. If the Company property is not returned, a fee of INR 3,500.00 (three thousand five hundred) shall be deducted from the salary of the Employee.
- 11.9 The employment contract shall cease automatically without notice of termination upon expiry of the month in which the Employee reaches the age of 65 or when a total loss of working capacity is ascertained.

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The undersigned hereby acknowledge that they have read and fully understand the terms of this Agreement, the terms and conditions of which are hereby incorporated and acknowledged by this document.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first below written.

Date: 02.09.2021

Date: 02.09.2022



---

Mr. Kunal Verma  
Country Manager, India  
Hemmersbach India Private Limited

Enclosure:

☐ Annexure A: Job Description

Annexure A

## JOB DESCRIPTION

Position: Service Desk Manager  
Job Family: Admin-Operations  
Reports to: Teamlead-Operations, Manager, Country Manager

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I, hereby accept and agree the terms and conditions of employment set out in this Job Description.

02.09.2021

Date: \_\_\_\_\_



**Offer: Computer Consultancy**

**Ref: TCSL/DT20228278629/Bangalore**

**Date: 8/9/2022**

Dear Ali Thakkar

**Sub: Letter of Offer**

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade **Y**. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be **375000/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year. Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &





Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

## **COMPENSATION AND BENEFITS**

### **BASIC SALARY**

You will be eligible for a basic salary of `14,784/- per month.

### **BOUQUET OF BENEFITS (BoB)**

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

#### **1. House Rent Allowance (HRA)**

Your HRA will be `5,914/- per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

#### **2. Leave Travel Allowance**

You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

#### **3. Food Card**

You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias. As per the Pre-Defined structure you will be eligible for a Food Card with an amount of `500/- being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.



## **PERFORMANCE PAY**

### **Monthly Performance Pay**

You will receive a monthly performance pay of `1,700/-. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

### **Quarterly Variable Allowance**

Your variable allowance will be `600/- per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

## **CITY ALLOWANCE**

You will be eligible for a City Allowance of `200/- per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

## **XPLORE/ LEARNING INCENTIVES**

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

## **OTHER BENEFITS**

### **Health Insurance Scheme**

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:





## **1. Basic Cover**

i. Entitlement - Includes domiciliary expenses up to `6,000/- per insured person per annum and basic hospitalization expenses up to `2,00,000/- per insured person per annum.

ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

## **2. Higher Hospitalisation**

Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

i. Entitlement - You and your enrolled dependants will be entitled for `12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

## **Maternity Leave**

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother, may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

## **Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)**

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of `250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

## **Loans**

You will be eligible for loans, as per TCSL's loan policy.

## **Professional Memberships**

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.



## **RETIRALS**

### **Provident Fund**

You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

### **Gratuity**

You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

## **TERMS AND CONDITIONS**

### **1. Aggregate Percentage Requirements**

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

### **2. Pre requisites for Joining**

To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.



### **3. Training Period**

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

### **4. Working Hours**

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

### **5. Mobility**

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

### **6. Compensation Structure / Salary components**

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

### **7. Increments and Promotions**

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

### **8. Alternative Occupation / Employment**

Either during the period of your traineeship or during the period of your employment as a



confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

## **9. Confidentiality Agreement**

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

## **10. Service Agreement**

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL `50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

## **11. Work in SBWS mode**

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.

## **12. Overseas International Assignment Agreement**

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related



documents pertaining to the international assignment for which you are being placed. In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

### **13. Terms and Conditions**

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

### **14. TATA Code of Conduct**

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

### **15. Notice Period**

Upon your confirmation, this contract of employment is terminable by you by giving 90 days notice in writing to TCSL. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion.

Upon your confirmation, this contract of employment may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

It is understood, agreed and made abundantly clear herein that you shall have to necessarily work during the notice period given by TCSL under this clause, unless you are otherwise relieved by TCSL by giving you payment in lieu of notice.

Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by it at its own discretion having regard to the responsibilities shouldered by you while being in the employment of TCS.

### **16. Retirement**

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

### **17. Pre-employment Medical Certificate**

You are required to submit a Medical Certificate of Fitness (in the format prescribed by





TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

### 18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

### 19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining. If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

### 20. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)



- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :

\*There is no criminal offence registered/pending against you

\*There is no disciplinary case pending against you in the university

- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

\*PAN Card (Permanent Account Number)

\*Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)

\*Passport

\*NSR E-Card

## **21. TCS Xperience Program**

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

## **22. Letter of Appointment**

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

## **23. Rules and Regulations of the Company**

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from



time to time. The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

#### **24. Compliance to all clauses**

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

#### **25. Data Privacy Clause:**

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of overseas deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.



**Withdrawal of Offer**

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

**For TATA Consultancy Services Limited**

**Girish V. Nandimath**  
**Global Head Talent Acquisition & AIP**



[Click here](#) or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary  
Annexure 2: List of TCS Xplore Centres  
Annexure 3: Confidentiality and IP Terms



## GROSS SALARY SHEET

Annexure 1

<b>Name</b>	<b>Ali Thakkar</b>
<b>Designation</b>	<b>Assistant System Engineer-Trainee</b>
<b>Institute Name</b>	<b>Others</b>

Table 1: Compensation Details (All Components in INR)

<b>Component Category</b>	<b>Monthly</b>	<b>Annual</b>
<b>1) Fixed Compensation</b>		
Basic Salary	14,784	1,77,408
Bouquet Of Benefits #	7,646	91,752
<b>2) Performance Pay**</b>		
Monthly Performance Pay	1,700	20,400
Quarterly Variable Allowance*	600	7,200
<b>3) City Allowance</b>	200	2,400
<b>4) Annual Components/Retirals</b>		
Health Insurance***	NA	7,900
Provident Fund	1,774	21,289
Gratuity	711	8,533
Total of Annual Components & Retirals	2,485	37,722
<b>TOTAL GROSS</b>	<b>27,415</b>	<b>375000</b>
<b>Xplore/ Learning Incentive****</b>		<b>Upto 60,000</b>

# Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

\* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

\*\*The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

\*\*\* For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

\*\*\*\* Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

<b>Component Category</b>	<b>Monthly</b>	<b>Annual</b>
House Rent Allowance	5,914	70,968
Leave Travel Assistance	1,232	14,784
Food Card	500	6,000
<b>GROSS BOUQUET OF BENEFITS</b>	<b>7,646</b>	<b>91,752</b>



## Annexure

<b>Ahmedabad</b> TCS XP HR Lead Tata Consultancy Services, Garima Park, IT/ITES SEZ, Plot # 41, Gandhinagar - 382007	<b>Bangalore</b> TCS XP HR Lead Tata Consultancy Services, Gate 1, No 42, Think campus, Electronic City phase II, Bangalore - 560100, Karnataka
<b>BUBANESHWAR</b> TCS XP HR Lead Tata Consultancy Services, Training Lab Venue: Barabati, IRC Block, Ground Floor, Tata Consultancy Services Limited, (UNIT-II) - BARBATI SEZ, IT/ITES - SPECIAL ECONOMIC ZONE (SEZ), PLOT NO. 35, CHANDAKA INDUSTRIAL ESTATE, PATIA, Bhubaneswar - 751024	<b>Chennai</b> TCS XP HR Lead Tata Consultancy Services, 415/21-24, Kumaran Nagar, Old Mahabalipuram Rd, TNHB, Sholinganallur, Chennai, Tamil Nadu 600119
<b>DELHI – Gurgaon</b> TCS XP HR Lead Tata Consultancy Services, Block C, Kings Canyon, ASF Insignia, Gurgaon - Faridabad Road, Gawal Pahari, Gurgaon - 122003, Haryana	<b>DELHI – Noida</b> TCS XP HR Lead Tata Consultancy Services, Plot No. A-44 & A-45, Ground, 1st to 5th Floor & 10th floor, Galaxy Business Park, Block - C & D, Sector - 62, Noida - 201 309, UP
<b>Guwahati</b> TCS XP HR Lead Tata Consultancy Services, 5th Floor, NEDFi House, G.S. Road, Dispur, Guwahati - 781006, Assam	<b>Hyderabad</b> TCS XP HR Lead Tata Consultancy Services, Q City, Nanakramguda, Hyderabad
<b>INDORE</b> TCS XP HR Lead Tata Consultancy Services, IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor, Village Tigariya Badshah & Bada Bangarde, Tehsil Hatod, Indore - 452018, Madhya Pradesh	<b>KOLKATA</b> TCS XP HR Lead Tata Consultancy Services Limited, Ecospace 1B building, 2nd Floor, Plot - IIF/12, New Town, Rajarhat, Kolkata - 700160, West Bengal OR Auditorium, 2nd Floor, Wanderers Building, Delta Park - Lords
<b>KOCHI</b> TCS XP HR Lead Tata Consultancy Services, TCS centre, Infopark Road Infopark Campus, Infopark, Kakkanad, Kerala 682042	<b>MUMBAI</b> TCS XP HR Lead Tata Consultancy Services, Yantra Park, Pokharan Road Number 2, TCS Approach Rd, Thane, West, Thane, Maharashtra 400606
<b>NAGPUR</b> TCS XP HR Lead Tata Consultancy Services Limited, Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,	<b>PUNE</b> TCS XP HR Lead Tata Consultancy Services, Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park, Hinjewadi Phase III, Pune - 411057, Maharashtra
<b>Trivandrum</b> TCS XP HR Lead Tata Consultancy Services, Peepul Park, Technopark Campus, Kariyavattom P.O, Trivandrum - 695581, India	



## Annexure

### Confidentiality and IP Terms and Conditions

#### 1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.





## **2. Associate's Obligations**

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

## **3. Intellectual Property Rights**

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filing or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.



#### **4. Prior knowledge**

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

#### **5. Use of third party material**

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

#### **6. Security policies and Guidelines.**

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

#### **7. Working in SBWS Framework:**

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.



(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

## **8. Restriction on Associate's Rights**

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

## **9. No License**

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.



## 10. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

## 11. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay or omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.





(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.

**Mr. JENNIFER ALICE D**

**Dear JENNIFER ALICE D**

Further to our meetings and discussions, we are extremely pleased to offer you the position of a **“Recruitment Sourcing Specialist - Level 1”** with **Allegis Global Solutions (India) Pvt. Ltd.** Your employment will commence as may be mutually agreed. Your principle place of appointment and base location, at all points of time during your employment with Allegis India, shall be Commerce @ Mantri, Level 3, No. 12/1 & 12/2, NS Palya, Bannerghatta Road, Bangalore – 560076.

You will be paid an annual compensation of **Rs. 400000/- (INR Four Lakh(s) Only)**. The break-up of the compensation structure will be as per the attached salary sheet.

Your offer of employment will be subject to the terms and conditions (the **"Terms and Conditions"**) of employment and to satisfactory completion of reference and background checks. This offer letter and the Terms and Conditions together constitute the employment contract between Allegis India and you.

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We extend a very warm welcome into the Allegis family, and look forward to a long and mutually rewarding association.

Wishing you all the best,

For **Allegis Global Solutions (India) Pvt. Ltd.,**  
**Sd/-**  
**Lalkumar Pullikodan**  
**Director Financial Operations**

**Acknowledged and accepted:**

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**Mr. K S DARSHAN**

**Dear K S DARSHAN**

Further to our meetings and discussions, we are extremely pleased to offer you the position of a **“Recruitment Sourcing Specialist - Level 1”** with **Allegis Global Solutions (India) Pvt. Ltd.** Your employment will commence as may be mutually agreed. Your principle place of appointment and base location, at all points of time during your employment with Allegis India, shall be Commerce @ Mantri, Level 3, No. 12/1 & 12/2, NS Palya, Bannerghatta Road, Bangalore – 560076.

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Wishing you all the best,

For **Allegis Global Solutions (India) Pvt. Ltd.**,  
**Sd/-**  
**Lalkumar Pullikodan**  
**Director Financial Operations**

**Acknowledged and accepted:**

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**Mr.Karishma Tapa**

**Dear Karishma Tapa**

Further to our meetings and discussions, we are extremely pleased to offer you the position of a **“Recruitment Sourcing Specialist - Level 1”** with **Allegis Global Solutions (India) Pvt. Ltd.** Your employment will commence as may be mutually agreed. Your principle place of appointment and base location, at all points of time during your employment with Allegis India, shall be Commerce @ Mantri, Level 3, No. 12/1 & 12/2, NS Palya, Bannerghatta Road, Bangalore – 560076.

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Wishing you all the best,

For **Allegis Global Solutions (India) Pvt. Ltd.**,  
**Sd/-**  
**Lalkumar Pullikodan**  
**Director Financial Operations**

**Acknowledged and accepted:**

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**Mr. PRAJAS PRADHAN**

**Dear PRAJAS PRADHAN**

Further to our meetings and discussions, we are extremely pleased to offer you the position of a **“Recruitment Sourcing Specialist - Level 1”** with **Allegis Global Solutions (India) Pvt. Ltd.** Your employment will commence as may be mutually agreed. Your principle place of appointment and base location, at all points of time during your employment with Allegis India, shall be Commerce @ Mantri, Level 3, No. 12/1 & 12/2, NS Palya, Bannerghatta Road, Bangalore – 560076.

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Wishing you all the best,

For **Allegis Global Solutions (India) Pvt. Ltd.**,  
**Sd/-**  
**Lalkumar Pullikodan**  
**Director Financial Operations**

**Acknowledged and accepted:**

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**Mr. RAHIL NAYAZ**

**Dear RAHIL NAYAZ**

Further to our meetings and discussions, we are extremely pleased to offer you the position of a **“Recruitment Sourcing Specialist - Level 1”** with **Allegis Global Solutions (India) Pvt. Ltd.** Your employment will commence as may be mutually agreed. Your principle place of appointment and base location, at all points of time during your employment with Allegis India, shall be Commerce @ Mantri, Level 3, No. 12/1 & 12/2, NS Palya, Bannerghatta Road, Bangalore – 560076.

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Wishing you all the best,

For **Allegis Global Solutions (India) Pvt. Ltd.,**  
**Sd/-**  
**Lalkumar Pullikodan**  
**Director Financial Operations**

**Acknowledged and accepted:**

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**Mr. RATHAN R**

**Dear RATHAN R**

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Wishing you all the best,

For **Allegis Global Solutions (India) Pvt. Ltd.**,  
**Sd/-**  
**Lalkumar Pullikodan**  
**Director Financial Operations**

**Acknowledged and accepted:**

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**Mr. RISHABH SHARMA**

**Dear RISHABH SHARMA**

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Wishing you all the best,

For **Allegis Global Solutions (India) Pvt. Ltd.**,  
**Sd/-**  
**Lalkumar Pullikodan**  
**Director Financial Operations**

**Acknowledged and accepted:**

---



**Mr. S MEICHUDAR SOWMIYAN**

**Dear S MEICHUDAR SOWMIYAN**

Further to our meetings and discussions, we are extremely pleased to offer you the position of a **“Recruitment Sourcing Specialist - Level 1”** with **Allegis Global Solutions (India) Pvt. Ltd.** Your employment will commence as may be mutually agreed. Your principle place of appointment and base location, at all points of time during your employment with Allegis India, shall be Commerce @ Mantri, Level 3, No. 12/1 & 12/2, NS Palya, Bannerghatta Road, Bangalore – 560076.

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Wishing you all the best,

For **Allegis Global Solutions (India) Pvt. Ltd.,**  
**Sd/-**  
**Lalkumar Pullikodan**  
**Director Financial Operations**

**Acknowledged and accepted:**

---

**Mr. SHRAVANA SHREE D J**

**Dear SHRAVANA SHREE D J**

Further to our meetings and discussions, we are extremely pleased to offer you the position of a **“Recruitment Sourcing Specialist - Level 1”** with **Allegis Global Solutions (India) Pvt. Ltd.** Your employment will commence as may be mutually agreed. Your principle place of appointment and base location, at all points of time during your employment with Allegis India, shall be Commerce @ Mantri, Level 3, No. 12/1 & 12/2, NS Palya, Bannerghatta Road, Bangalore – 560076.

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Wishing you all the best,

For **Allegis Global Solutions (India) Pvt. Ltd.,**  
**Sd/-**  
**Lalkumar Pullikodan**  
**Director Financial Operations**

**Acknowledged and accepted:**

---

**Mr. SHREYAAN SHAILESHKUMAR**

**Dear SHREYAAN SHAILESHKUMAR**

Further to our meetings and discussions, we are extremely pleased to offer you the position of a **“Recruitment Sourcing Specialist - Level 1”** with **Allegis Global Solutions (India) Pvt. Ltd.** Your employment will commence as may be mutually agreed. Your principle place of appointment and base location, at all points of time during your employment with Allegis India, shall be Commerce @ Mantri, Level 3, No. 12/1 & 12/2, NS Palya, Bannerghatta Road, Bangalore – 560076.

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Wishing you all the best,

For **Allegis Global Solutions (India) Pvt. Ltd.**,  
**Sd/-**  
**Lalkumar Pullikodan**  
**Director Financial Operations**

**Acknowledged and accepted:**

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**Mr. SIDHARTH SELVAN**

**Dear SIDHARTH SELVAN**

Further to our meetings and discussions, we are extremely pleased to offer you the position of a **“Recruitment Sourcing Specialist - Level 1”** with **Allegis Global Solutions (India) Pvt. Ltd.** Your employment will commence as may be mutually agreed. Your principle place of appointment and base location, at all points of time during your employment with Allegis India, shall be Commerce @ Mantri, Level 3, No. 12/1 & 12/2, NS Palya, Bannerghatta Road, Bangalore – 560076.

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Wishing you all the best,

For **Allegis Global Solutions (India) Pvt. Ltd.,**  
**Sd/-**  
**Lalkumar Pullikodan**  
**Director Financial Operations**

**Acknowledged and accepted:**

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**Mr. SNEHA G S**

**Dear SNEHA G S**

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For **Allegis Global Solutions (India) Pvt. Ltd.,**  
**Sd/-**  
**Lalkumar Pullikodan**  
**Director Financial Operations**

**Acknowledged and accepted:**

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**Mr. SNEHA UPADHYAY**

**Dear SNEHA UPADHYAY**

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For **Allegis Global Solutions (India) Pvt. Ltd.**,  
**Sd/-**  
**Lalkumar Pullikodan**  
**Director Financial Operations**

**Acknowledged and accepted:**

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**Mr. UMANGH NARESH**

**Dear UMANGH NARESH**

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For **Allegis Global Solutions (India) Pvt. Ltd.**,  
**Sd/-**  
**Lalkumar Pullikodan**  
**Director Financial Operations**

**Acknowledged and accepted:**

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**Mr.Vasanth Thilak**

**Dear Vasanth Thilak**

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For **Allegis Global Solutions (India) Pvt. Ltd.**,  
**Sd/-**  
**Lalkumar Pullikodan**  
**Director Financial Operations**

**Acknowledged and accepted:**

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**Mr. VIJAY ARUNACHALLAM A**

**Dear VIJAY ARUNACHALLAM A**

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Notwithstanding your principle place of appointment and base location being the Allegis Office, you may be deputed or seconded from time to time, to client locations or premises of Allegis India affiliates across the country where you will be required to work on specific assignments. During the entirety of the Deputation you will always continue to be governed by the Terms and Conditions and the Company's Employee Handbook, in addition to any other condition that the client may propose in conjunction with the Company. You will report back to the base office on completion of your deputation or sooner, if the management of the Company decides so at its own sole discretion.

We extend a very warm welcome into the Allegis family, and look forward to a long and mutually rewarding association.

Wishing you all the best,

For **Allegis Global Solutions (India) Pvt. Ltd.,**  
**Sd/-**  
**Lalkumar Pullikodan**  
**Director Financial Operations**

**Acknowledged and accepted:**

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**CGI Information Systems and Management Consultants Pvt. Ltd.**

Regd. Office: e.city, Tower 2, No.95/1 & 95/2,  
Electronic City, Phase I (West)  
Bangalore – 560 100. India  
Tel +91-80-6642 2222 | Fax +91-80-6642 1200

**cgi.com**

CIN: U72200KA1990PTC019138

Dear AMIRSOHAIL KAKANODI

I am delighted to offer you a role at CGI Information Systems and Management Consultants Private Limited (“CGI” or “Company”) where we strive to create an environment in which we enjoy working together and, as owners, contribute to building a company we can be proud of. We are very excited about the prospect of having you join us, and look forward to welcoming you.

As part of the leading information technology companies in the world, there are many opportunities for growth and development, both individually and as part of a large professional community. I hope you will choose to be part of our CGI Global Community, a team of extraordinary people building a company that reflects their aspirations and is supported by our shared vision and values.

We are offering you the position of **Associate Software Engineer** and your **Total Target Earnings** is INR **302000-** in accordance with the terms and conditions contained below.

This offer is contingent on your:

- successful completion of your graduation with a minimum of [60%] of marks and no backlog in any semester;
- successful completion of pre/post-employment training designated by the Company. Details of the training, duration, and conditions of training will be communicated to you by the Company upon your acceptance of this offer. You are required to maintain the minimum attendance threshold throughout the training and achieve the grade pre-defined by the Company for the successful completion of the training.

Should you fail to achieve the above pre-requisite, the Company shall be entitled to revoke this offer at its discretion or terminate your employment forthwith without notice or pay in lieu thereof.

You are requested to report at Bengaluru our office on 24 July 2022 . Your appointment will be effective on your joining date. If you do not confirm your acceptance within the timeframe mentioned below, this offer will be considered withdrawn unless extended in writing by the Company.

- You are required to communicate your acceptance of this offer via email to your assigned Recruiter’s CGI email id on or before 23 July 2022. You will also be required to read, understand and execute the CGI Candidate Declaration that will be issued to you on your joining date.
- Your reporting time on the joining date is 8:30 a.m. Kindly note that it is important to be on time to complete the joining formalities.
- On your joining date, please bring the originals and one set of photocopies of the documents mentioned in Annexure-A.
- Please contact us at 080-4194 0000 (Monday to Friday between 9:30 a.m. to 5:30 p.m.) or via email to your CGI designated recruiter for any queries regarding your employment offer.

The terms and conditions governing your employment are as under:

- Your employment with the Company is at all times subject to you having and maintaining a valid work permit from the Government of India (if applicable). A copy of the work permit needs to be furnished by you on the date of on boarding failing which you will not be permitted to join. You hereby agree that you shall undertake all necessary steps to keep such work permit valid and subsisting throughout the term of your employment with the Company.



- Your employment will be subject to a probationary period of [6] months (**“Probationary Period”**). If your performance is, in the opinion of the Company, found to be satisfactory during this period, then the Company shall confirm the appointment in writing. The Company may, at its sole discretion, extend the Probationary Period, by providing you prior written notice. Your employment remains subject to [15] days’ notice of termination until you are notified in writing of the satisfactory completion of the Probationary Period.
- This appointment will be based on your agreement to serve the Company for a minimum period of two years effective your date of joining. On joining, you will have to sign the Employment Agreement with the Company
- This offer is conditional upon your having a valid passport. If you do not have a passport as of the date of this offer, you are required to apply for one immediately and produce the relevant acknowledgement on the day of your on boarding. Being part of consulting organization, it is your responsibility to monitor the validity of your passport and renew it in advance. Should you be denied a passport, or if you are otherwise unable to produce a copy of your passport, CGI shall be entitled to terminate your employment forthwith without notice or pay in lieu thereof. It is a condition of your employment that you have a valid passport at all times.
- During your employment with CGI, you may get opportunities to work on multiple platforms/skills at the sole discretion of CGI. CGI encourages and appreciates flexibility to work on different technologies
- Your services are transferable anywhere in India as also anywhere abroad within the CGI group of companies or other third parties. In case your services are transferred to any of our group companies or affiliates of the Company, you are required to abide by the rules and regulations pertaining to that company. You will carry out your duties as per the instructions of your superiors from time to time
- Your remuneration is strictly confidential. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should not be shared with anyone.
- **Code of conduct:** You will abide by CGI policies including all amendments as may be carried out from time to time at sole discretion of CGI (**“CGI Policies”**), and the applicable rules and regulations in force from time to time and will also be required to sign and abide by the **Code of ethics** and conduct as elucidated by the Company as part of your performance appraisal process. Any breach of the guidelines or the terms and conditions of employment may result in termination of your services without notice or compensation.
  - a) You will not carry on any business other than for the Company or enter for any part of your time in any capacity in the services of other person or persons and company or companies. You will devote your whole time and attention to your duties to promote the interests of CGI and you will not utilize or divulge to any person or persons any of our trade secrets or confidential information.
  - b) In the course of your employment with CGI, you shall not, without the previous written consent of CGI and which consent CGI may in its absolute discretion and without assigning any reason, withhold and/or refuse to accord directly and/or indirectly solicit and/or engage in the collection and donations for any trust or other organizations and/or institutions for charitable work and/or any other purposes and person/s and/or bodies corporate/institutions with whom you come into contact and/or have dealings with in the course of employment with CGI.
  - c) During your employment with CGI and perpetually thereafter, you will not transmit, disclose or otherwise use confidential information related to CGI, the affiliates or group companies of CGI, or the clients of CGI or its affiliates and group companies, to any unauthorized person, except as may be required in the course of discharging your duties in connection with CGI’s business. Confidential information means and includes information which is confidential and proprietary to CGI and its affiliates and group companies, and/or to certain third parties with which CGI has relationships, and disclosed to or obtained by you from CGI and/or such third parties, whether (without limitation) in graphic, written, electronic or machine readable form on any media or orally and whether or not the information is expressly stated to be confidential or marked as such and includes, but is not limited to information of value or significance to CGI and/or its competitors (present or potential) including but not limited to CGI’s intellectual property; client names; project related information; content; data; techniques; plans; designs; programs; customer information; identity and job descriptions of CGI’s personnel; organizational structure; financing relationships or terms; service provider or vendor relationships or terms; processes; methodologies; compensation or bonus data; the terms of this appointment letter; or any other information, not in the public domain pertaining to the business or affairs of CGI; but does not include information that is in the public domain other than by your breach of this appointment letter and/or of any other agreement to which you are bound by. You will not divulge confidential information to anyone, including family, friends, and especially others in the same or similar competing businesses. You will sign a Confidentiality and Non-Disclosure Agreement to protect CGI’s confidential information at the time of your onboarding and anytime upon request during your employment with CGI. If you are bound by a confidentiality agreement with a previous employer, you must notify the Company and indemnify the Company against any breach thereof.

- d) For the purpose of representing and improving the company's brand image and being able to interact with senior level decision makers in the industry in a satisfactory manner, you are required to follow the following norms:
- i. Maintain complete confidentiality and high level of integrity in all your actions performed on behalf of the company
  - ii. Practice high level of professionalism in business etiquettes, selection of attire, choice of language in conversation and documents, meeting commitments and in overall conduct; and
  - iii. You shall help in maintaining congenial, disciplined, participative and supportive work environment to encourage team spirit and high performance standards.

- e) **Intellectual Property:** You irrevocably, absolutely and perpetually assign to the Company worldwide right(s), title(s), and interest(s) under any statute or common law including patent rights; copyrights including moral rights; trademarks, designs, anywhere in the world, whether negotiable or not in respect of your contribution(s) during the term of the employment, free from encumbrances of any kind for the full term of each and every such right, including renewal or extension of any such term. All of the Intellectual Property (created solely or jointly with others) given, disclosed, created, developed or prepared in connection with your employment with the Company shall be deemed to be 'work for hire' and/ or inventions developed in the course of employment with the Company within the meaning of the copyright laws of all jurisdictions, including and without limitation, India, and the Company shall be deemed to be the sole author thereof in all jurisdictions for all purposes. If under any applicable law, any results and proceeds of your services are not deemed to be works and/ or inventions developed in the course of the employment with the Company, then to the fullest extent allowable and for the full term of protection otherwise accorded to you under such applicable law, you hereby assign and transfer to the Company any/all right(s), title(s), and interest(s) in such works and/ or inventions. You further irrevocably, absolutely and perpetually assign to the Company the worldwide rights in respect of: (a) any licences, permissions and grants in connection with any Intellectual Property therewith; (b) applications for any of the foregoing and the right to apply for them in any part of the world; (c) right to obtain and hold appropriate registrations in Intellectual Property, (d) all extensions and renewals thereof; and (e) causes of action in the past, present or future, related thereto including the rights to damages and profits, due or accrued, arising out of past, present or future infringements or violations thereof and the right to sue for and recover the same. Further, you hereby agree to waive any right to and refrain from raising any objection or claims pursuant to Section 19(4) and Section 30-A of the Copyright Act, 1957.

For the purpose of this agreement, "Intellectual Property" includes ideas, concepts, creations, discoveries, inventions, improvements, know how, trade or business secrets; trademarks, service marks, designs, utility models, tools, devices, models, methods, procedures, processes, systems, principles, algorithms, works of authorship, flowcharts, drawings, books, papers, models, sketches, formulas, teaching techniques, electronic codes, proprietary techniques, research projects, and other confidential and proprietary information, computer programming code, databases, software programs, data, documents, instruction manuals, records, memoranda, notes, user guides, in either printed or machine-readable form, the whether or not copyrightable or patentable, or any written or verbal instructions or comments.

- f) You will be responsible for the safekeeping and return in good condition all the Company property and all material or documents (including reproductions and excerpts) containing Confidential Information and any letter of authority or power of attorney issued to you, which will be in your use, custody or charge.

- **Non-solicitation:** During your period of employment with CGI and for a period of twelve (12) months commencing from the last day of your employment with CGI, you will not directly or indirectly: (i) solicit any employee of CGI to terminate his/her employment with CGI, or to accept any other employment; and/or (ii) solicit or do business with any clients or customers or potential clients or customers of CGI with whom you have had dealings during the last twelve (12) months of your employment with CGI.
- **Communication:** Please approach your immediate supervisor for any queries pertaining to project or organization related concerns, suggestions which you may have from time to time. In addition, the HR team is always available to discuss any of your needs or suggestions.
- **Shift:** You shall have no objection to work on shift / staggered duty in case business warrants that. Please note that it is management's prerogative to decide which member will work on shift and management's decision in this regard will be final. Your project will also decide the shift allowance that will be payable and will be based on project requirement. This will be governed by the existing Shift Allowance Policy.
- You may be required to travel on Company work and you will be reimbursed expenses as per Company Policies.

- **Unauthorized absence from work:** Your unauthorized absence from work for a continuous period of more than three days without leave or obtaining your manager's approval will be treated as absconding from duty, triggering disciplinary action. In the event, that you do not report for work within eight days from the date of unauthorized absence it will be treated as "voluntary abandonment of service" and it shall be deemed you are no longer interested in the employment and your employment will be terminated. In such an event you shall be liable to refund the salary in lieu of shortfall in notice period and other dues payable to the Company, as specified.
- **Termination of employment:**
  - i **Termination without cause:** Your services may be terminated at any time by either side by giving fifteen days' written notice or salary in lieu thereof during the Probationary Period and **Two month's written notice** or **Two month's salary in lieu thereof** after confirmation of employment with the Company. Whilst the Company reserves the right to release you upon your resignation prior to conclusion of your notice period with or without paying notice pay for the balance notice period, decision to allow notice pay in lieu of notice is at the sole discretion of the management. If you decide to leave without completing due notice and handing over formalities as per the requirement of CGI; you will not be eligible to get any certificates which indicate employment with CGI immediately or in future. No references will be entertained from any authority/institution seeking details of your case.
  - ii **Termination for Cause:** Notwithstanding anything contained in this appointment letter, the Company may terminate the employment contemplated hereunder at any time without requiring to serve notice period or payment in lieu of notice period, for 'cause'. For the purpose of this Agreement 'cause' shall include:
    - (a) inattention or negligence in the performance of duties and obligations under this appointment letter;
    - (b) repeated failure to comply with lawful directions of the Company and its officers;
    - (c) conviction in a criminal case or framing of charges in a criminal case;
    - (d) breach of the terms of this appointment letter and breach of representations and warranties contained herein;
    - (e) unethical business conduct;
    - (f) breach of any statutory duty or for any act or omission adversely affecting the goodwill, reputation, credit, operations or the business of the Company;
    - (g) fraud, misappropriation or dishonesty in respect of the property or the business of the Company;
    - (h) commission of any act not in conformity with discipline or good behaviour or acceptance of any illegal gratification;
    - (i) habitual neglect of your work or gross or habitual negligence in the performance of your duties;
    - (j) unauthorised disclosure of any Confidential Information of the Company; and/or
    - (k) any act or omission that could be construed as misconduct under applicable law.
  - iii **Termination for ill-health or disability:** If you, at any time, are prevented from ill-health or accident or any physical or mental disability from performing your duties hereunder, you shall inform the Company, either through yourself or any of your relatives, and supply it with such details as it may require and if you are unable by reason of ill-health or accident or disability, for a period of 60 days or more to perform your duties hereunder, the Company may forthwith terminate your employment.
  - iv **Project Engagement:** You understand and acknowledge that the business of the Company is dependent on the projects that it receives from its clients and that you have been employed to primarily work on such projects. If the project that you are working on requires a lower headcount or is winding up, you will no longer be required to work on such project. You will be informed at least 30 days prior to the date from which you will no longer be required to work on such project. In the event that either CGI or you are unable to find an alternate project that you can be staffed on within 45 days of your last project, your employment shall be deemed redundant and shall be terminated in accordance with applicable law and the terms of this letter. Notwithstanding the foregoing, you expressly agree that if you refuse two or more opportunities that are offered to you by CGI to be placed on an alternate project, it shall be deemed that you are voluntarily resigning from your employment with CGI. You understand and acknowledge that if you fail to upskill / reskill as required by and to the satisfaction of the Company, the Company will not be able to place you on an alternate project. Being placed on an alternate project is subject to availability of roles and your skill sets, and is not an obligation of the Company.
- You may be assigned to certain engagements that require Knowledge Transfer from client/other BU's/members within the engagement. During assignment or after obtaining such Knowledge Transfer, you are required to serve the stipulated rotation period. This is in addition to the notice period requirement mentioned above.
- **Non-Competition:** During the term of your employment with CGI, you shall not directly or indirectly compete with CGI in any manner whatsoever.



- **Restriction of Employment with Client/Customer:** For a period of twelve (12) months following the end of your employment with CGI, you agree not to, directly or indirectly, as employee, consultant or otherwise, work for or provide services or trade in goods, whether solely or with others, whether as an employee, officer, director, agent, partner, consultant, member of any company or other commercial enterprise or otherwise, to clients or customers or with any competitor or any organization where you have been taken or sent for training, deputation or secondment or professional work by the Company or to whom you provided services on CGI's behalf during the last twelve (12) months of your employment with CGI.
- You will keep us informed of any change in your residential address/contact details.
- If you resign from the service or your employment is terminated for any reasons before completing one (1) year of service, you will fully reimburse the Company, the joining bonus, transition bonus, retention bonus, notice pay and relocation expenses, if any.
- It is your responsibility to notify the Company of any changes in your personal information within three working days. It shall also be your responsibility to notify the Company of any legal action or suit, whether in the nature of civil or criminal initiated against you. Additionally, you shall also be responsible for notifying CGI of any proceedings which may impact your ability to fulfill your job responsibilities. Your failure to notify the above details will result in breach of the appointment terms. All notices shall be considered duly and properly delivered to the address on file with the Company.
- You will retire from the services of the Company on attaining the age of superannuation. The retirement age in CGI is sixty (60) years.
- The benefits as outlined herein and in CGI policies are subject to change at the Company's discretion. You will be entitled to leaves in accordance with the Company's policy as applicable from time to time.
- Upon your resignation or retirement from the Company or termination of your services, you are required to return all assets and property of the Company including but not limited to documents, machines, data, files, books etc. (including but not limited to leased properties).
- We provide support to global customers from various locations in India & abroad to suit customers' differing time needs including 24x7 bases. You may be asked to operate from any of the CGI locations and in any of the shifts, including night shift, at the sole discretion of management, as may be required by the Company keeping in mind business needs and deliverable requirements to customers. Your work schedule will be provided to you by your Manager / Supervisor upon your joining. Your weekly off days may not be on weekends.
- You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- **Condition of Hire:** Your appointment is contingent upon satisfactory reference & background checks including verification of your application materials, education and employment history. CGI will conduct background checks to verify your identity, education, professional qualifications, employment history and references (Level 1), and will include, depending on the nature of your position or at a client request, a criminal record check (Level 2) and credit verification (Level 3) if you have access to CGI and/or client sensitive or critical information, facilities or assets and/or your role requires handling of financial transactions. In addition, during the course of your employment on need basis or on a recurrent basis every 5 years and in a context of change of role, a complete re- verification including background checks as per CGI policies including without limitation, criminal record checks (Level 2) and credit verifications (Level 3) may be conducted, if applicable. Also, dual employment checks could be conducted at any time during the course of your employment. By signing this Employment Agreement, you are providing a free, informed and ongoing consent to all such verifications before and during the course of your employment as per CGI's policies and you agree to sign any forms required for such verifications at the appropriate time. Successful clearance of background verification is a mandatory requirement for employment confirmation. Unsuccessful clearance of background verification will lead to termination of employment without notice. CGI reserves the right to audit the submitted educational & previous work experience(s) documents at any point of your tenure in CGI, as part of which you are obligated to furnish any/all of such relevant documents on demand. Failure to furnish the same and / or the submitted education & work experience proving to be false or unverifiable as per CGI standards, may lead to termination of employment without notice. The basis of the offer is authentic and verifiable education and work experience as per CGI standards. You are accountable for providing documents that enable appropriate authorities in the relevant educational institution(s) and previous employer Organization(s) to validate your claims. CGI is not liable for the inability of the aforementioned authorities to validate your credentials basis your submissions. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer.
- If any information furnished by you in your application for employment or during the selection process is found at any time during your employment to be incorrect or false, and/or if you have suppressed any material information; the Company may terminate your services without notice or compensation





- **Data Protection and Privacy:** The Company may, in connection with your employment, receive personal data relating to you or third parties associated with you (such as spouse or children). Such data may be received directly from you or from other sources, and some personal data may be recorded directly or indirectly by internal security systems (such as CCTV cameras) or by other means. The Company may process such data for relevant and limited purposes. By agreeing to employment with CGI, you hereby expressly consents to the following:
  - (a) the processing of your personal data by the Company or such third-party appointed by the Company;
  - (b) the collection and processing of sensitive personal data or information (as defined under applicable laws) about you for limited purposes;
  - (c) the transfer worldwide of personal data held about you by the Company to other employees and offices of the Company's worldwide organization and to third parties where disclosure to such third parties is required in the normal course of business or by law; and use of your personal images and voices in marketing material, videos, etc.; and
  - (d) treating any personal data to which you have access in the course of your employment strictly in accordance with the Company's policies and procedures and not using any such data other than in connection with and except to the extent necessary for the purposes for which it was disclosed to you.
- Subject to insurance policies that the Company may have and other statutory insurances, you may be eligible to receive compensation under the Employees Compensation Act, 1923, for injuries arising out of and in the course of employment.
- Women employees of the Company shall be entitled to maternity leave in accordance with the Maternity Benefit Act, 1961 (as applicable), i.e., eligible women employees shall be entitled to 26 weeks of maternity leave for the first 2 surviving children, and 12 weeks of maternity leave for every subsequent child
- Your designation may be changed at the discretion of the Company depending on the work assigned to you
- Your **Total Experience** will be part of our professional records

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Total Experience = Relevant Experience + Weighted/ Non-relevant Experience

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0.0 Yrs. = 0.0 Yrs. + 0.0 Yrs.

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Relevant Experience = Total number of months the candidate has worked on the skill/role for which the candidate is being hired in CGI

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Weighted Experience = A weighted percentage is given to your non-relevant experience, either to your role or skill, for which you are being hired in CGI

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- Any and all of the terms and conditions of service may be modified or changed at the Company's discretion. Breach of any one of the conditions will render you liable to termination of your employment without notice.
- This letter supersedes all oral or written communication exchanged between you and CGI prior to the date of this letter and commitments, if any, made during the selection process. You acknowledge that you have read and understood the terms and conditions of this offer letter and to confirm your acceptance of this offer letter, please sign in on all the pages & in the space specified below and return the signed copy to CGI on your onboarding day.
- If any provision of this letter is held to be unenforceable, the remaining provisions shall remain valid, binding and in full force to the maximum extent possible. If any portion of this letter is held to be unreasonable, such provision shall be given effect to the maximum extent possible by narrowing or enforcing in part that aspect of the provision found overbroad or unenforceable.
- Your employment with the Company and this letter shall be governed by and construed and enforced in accordance with the laws of India, without regard to conflicts of laws. You agree to the exclusive jurisdiction and venue of the courts in Bangalore for the resolution of all disputes arising under this letter.
- No waiver by the Company of any breach of this letter shall be valid unless in writing and signed by the Company. The waiver by the Company hereto of any provision of this letter shall not operate or be construed as a waiver of any subsequent breach by you, nor shall any waiver operate or be construed as a rescission of this letter



- You shall, at all times during the course of your employment with the Company (and even after its termination) agree to indemnify and keep indemnified the Company, as the case may be, against all losses, damages, claims, interests, costs, expenses, liabilities, proceedings and demands which the Company may suffer or incur or which may be made against the Company as a result of any misrepresentations or breach of this letter, acts or omissions by you during the course of employment.
- You shall not at any time without limitation, publish or communicate any disparaging remarks, comments or statements concerning the Company, its holding company, group companies, affiliates or associate companies or any of their respective shareholders, directors, officers or employees. For this purpose, 'disparaging' means any remarks, comments or statements that impugn the character, honesty, integrity, morality, or business acumen or abilities in connection with any aspect of the operation of business of the Company, or reflect negatively upon, the individual or company being disparaged.
- Base Compensation Components:**

Designation: Associate Software Engineer		
Date of Joining: 24 July 2024		
Pay Components	Monthly (INR)	Annual (INR)
Basic (Inclusive of D.A.)	21,500	258,000
Flexible Compensation Plan <sup>1</sup>	6,136	73,632
<b>Base Compensation</b>	<b>27,636</b>	<b>331,632</b>
Provident Fund <i>Company Contribution</i>	2,580	30,960
Gratuity Fund Contribution	1,034	12,408
<b>Gross Compensation</b>	<b>31,250</b>	<b>375,000</b>
Share Purchase Plan <i>Company Contribution</i> <sup>2</sup>	829	9,948
Profit Participation Plan <sup>3</sup>	553	6,636
<b>Total Target Earnings</b>	<b>32,632</b>	<b>391,584</b>

- <sup>1</sup>**Flexible Compensation Plan:** Option to allocate to components like Meal Vouchers, Conveyance, National Pension Scheme, LTA etc
- <sup>2</sup>CGI will contribute towards **Share Purchase Plan (SPP)**: As part of our ownership culture, we enable those who join CGI to become an owner through our Share Purchase Plan. It is an opportunity for you to buy shares in CGI, become an owner, and benefit from any long-term appreciation in the CGI share price. When you choose a percentage to contribute, CGI will match your contribution 100% (up to **3%** of your Base Compensation). Contributions are done on a monthly basis towards the purchase of CGI shares, and you can start, stop and change your contribution at any time. Only those members who enroll for this benefit are eligible for receiving the company contribution & will need to contribute an equal amount on a monthly basis towards the purchase of CGI shares.
- <sup>3</sup>**Profit Participation Plan:** This plan distributes a portion of our profits based on the achievement of CGI's financial objectives, as well as individual performance. The Target Profit Participation Plan (PPP) is at **2%** of Base Compensation on pro rata basis and can be more or less basis the performance of CGI, performance of Business Units and performance of Individuals. All regular members employed as of Jun 30th of CGI Inc. fiscal year (Oct-Sept) are eligible and should be active on rolls as on Dec 31st to receive the payout. The Corporate guidelines of PPP may be amended from time to time  
Eligible members will be paid statutory bonus as per the provisions of the Payment of Bonus Act, 1965. Where members are eligible for both statutory bonus as well as the PPP, the company shall deduct from the PPP allocated to a member the amount of statutory bonus payable under the Act for such corresponding period and the difference will be paid as the actual PPP

In addition to the above you are eligible for:

- INR 25,000/-** towards annual insurance premium to cover self, spouse & up to two dependent children under Group MediClaim Insurance and to cover self under Group Personal Accident Insurance & Group Term Life Insurance

The tax liability arising out of the above payments now or in the future, due to changes in income tax provision shall be borne by you





I look forward to your acceptance of this offer and to welcoming you to our team. I am confident that in this new role, you will make a valuable contribution to CGI and our continued success.

Yours sincerely

**For CGI Information Systems and  
Management Consultants Pvt. Ltd.,**

A handwritten signature in black ink, appearing to read "S Pradhan", is written over a light blue rectangular background.

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**Sarika Pradhan  
Vice President Corporate Services**

I have read the terms and conditions of employment and the contents of the employment agreement and in token of my acceptance; I duly acknowledge the receipt of the letter of employment.

Please sign below to confirm that you agree with the terms and conditions stated in this letter.

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**Signature & Date**



**Annexure-A**

We request you to bring the originals, on your date of reporting to CGI for verification.

*Please note that the below documents are mandatory for **CGI's personnel records** and will be subjected to **background verification**. Non submission of these documents will impact your profile and records needed to manage your career effectively within CGI and may also have serious impact on project and client requirements, hence your cooperation in this is crucial.*

#	Documents
1	Acceptance copy of CGI's appointment letter signed by you on all pages
2	Valid Work Permit issued by Government of India, if applicable
3	Passport (all pages – wherever the entries are made)
4	Income-Tax Permanent Account Number Card (PAN Card)
5	Passport size photograph – 05 nos.
6	10th class mark sheet & certificate
7	12th class mark sheet & certificate
8	Bachelor degree mark sheets (all semesters)
9	Bachelor degree certificate / convocation certificate
10	Master degree mark sheets (all semester)
11	Master degree certificate / convocation certificate
12	Diploma mark sheets (all semesters)
13	Diploma certificate
14	Any other certificates
15	Appointment letter, pay slip, relieving letter & experience certificate of all previous Co.
16	Present company's appointment letter
17	Present company's relieving letter & resignation acceptance letter from HR
18	Present company's experience certificate
19	Present company's salary slip with employee number (last two months)
20	Aadhaar / Voters ID / Driving License / Rental agreement /Bank passbook (address page only)
21	Blood group and RH type report

## OFFER LETTER

Dear AMRIN I,

Subsequent to your meetings with Go Digit General Insurance Limited, we are pleased to make an offer of employment on the following terms and conditions:

- 1.1 You shall be appointed to the position of **Graduate Trainee Engineer – Analytics and Data Science**.
- 1.2 As an employee of the Organisation, your Gross Annual Compensation (Cost to Company) will be **Rs. 450000/-** (Rupees Four Lac Fifty Thousand Only).
- 1.3 Your Gross Annual Compensation will include a performance-linked variable of **11.00%** subject to achievement of pre-defined targets.
- 1.4 All terms and conditions of your employment, including the code of conduct, will be in accordance with the Company's policies and procedures and the Employment Agreement.
- 1.5 The Trainee Program will be for a period of **1 year** from your date of joining.
- 1.6 Your employment will also be dependent upon completion of your Graduation / Post Graduation as per the training programme.
- 1.7 Your employment with the Company is subject to:
  - (a) The accuracy of the testimonials and information provided by you; and,
  - (b) You being free from any contractual restrictions preventing you from accepting this offer and will return receipt of acceptance of this offer within 5 workings days.
- 1.8 At any time, the contract may be terminated by either party by giving 90 days' notice in writing. Go Digit General Insurance reserves the right to payment of salary in lieu of the notice period.
- 1.9 We are glad that you have accepted our offer. In order to confirm your joining, you would be required to submit a proof of your resignation from your current company



BACKED BY FAIRFAX

within 7 days of receipt of this offer letter. In case of failure to submit the same within the stipulated time period, the company reserves a right to withdraw this offer.

On the day of your joining kindly bring photocopies of your certificates (all education qualifications, address proof, Pan card copy, ID proof, all previous employers' certificates, Form 16, Last employer's salary slip of last 3 months, relieving Letter from last employer), along with four passport size photographs.

This offer is being issued subject to successful verification of all your documents submitted. As a token of your acceptance of our offer and the terms of this letter, please sign in the space provided below and return the same to us. We are excited at the prospect of having you join us and look forward to a rewarding association.

**Annexure A**  
**Compensation Entitlement Sheet**

	Monthly	Annual
Basic Salary	11,667	140,000
HRA	4,667	56,000
Education Allowance	200	2,400
LTA	972	11,662
Statutory Bonus	972	11,662
Special Allowance	12,495	149,942
<b>Gross Salary</b>	<b>30,972</b>	<b>371,666</b>
<u>Employer Contributions</u>		
EPF	1,800	21,600
ESI	0	0
Gratuity	561	6,734
<b>Fixed Compensation</b>	<b>33,333</b>	<b>400,000</b>
<b>Variable Pay</b>		<b>50000</b>
<b>Annual Cost to Company</b>		<b>450,000</b>

**Deductions:**

EPF	1,800	21,600
ESIC	0	0
PT Deduction	200	2,500
<b>Net Pay</b>	<b>28,972</b>	<b>450000</b>

\*TDS deduction is subject to taxable income.

\*\*If your Annual Compensation includes a performance-linked variable then the payment will be subject to achievement of predefined targets. Variable pay shall be paid depending upon the performance of the employee and as per the company policies. Employee who has resigned or is serving his/her notice period, as on the date of payment, will not be eligible for payment of variable pay.

\*\*\* Eligibility for increment shall be depending upon the performance of the employee and as per company policies. Employee who has resigned or is serving his/her notice period will not be eligible for increment.

Sincerely,

**For Go Digit General Insurance Limited**



**Amrit Jaidka Arora**  
**CHRO**

**Vibhanshu Patel**





Suchitra Choudhury, Clinical Director

RE: OFFER LETTER  
NAME: Amritha V  
Position: Behaviour Therapist

Dear Amritha V

After taking several qualified candidates through our interview process, we feel that you would make an excellent addition to the team. I am pleased to extend to you this official offer of employment for the position of ' Behaviour Therapist' at Early Autism Services, Bangalore.

Your employment will be subject to an introductory period of 60 (days) during which time you and your supervisor will assess your performance and the appropriateness of your employment with our company.

You will be working in one of our Bangalore Centres and will report to Janhavi Kelaskar, Centre Head. **Once your training period (Physical, clinical and theoretical training) is over, and you start working independently with clients,** your compensation and benefits package will include the following:

- Annual salary of Rs 400000 (paid monthly) under [exempt] status,
- Sick time per the Employee Handbook and National Legislations where applicable

The annual salary is inclusive of all taxes. Necessary deductions to be made in monthly salary.

This offer of employment is contingent on the successful completion of pre-employment physical/medical assessment, background check and exhibiting the basic necessary skills post joining. While we do not anticipate any concerns with either of these processes, should any findings not meet standards for employment, continuation of your employment will be jeopardized at that time.

On your first day, you will be required to present documents proving your identity and authorization to work in the Bangalore. A list of acceptable documents is included with this letter for your reference.

The Employee Handbook will be shared with you once you join. This document will provide further information regarding the Company's policies, procedures and benefits.

By signing this letter below, you acknowledge receipt and acceptance of our offer. The terms described in this letter replace all prior agreements and/or discussions pertaining to your offer of employment with EAS.

We look forward to having you as part of the team. If you have any questions, please do not hesitate to contact me.

Sincerely,

Suchitra Choudhury, M.A. Clin. Psy., BCBA, IBA  
Clinical Director  
EAS – Bangalore

Chief

Acknowledged and Accepted:



---

---

Date





**Subject: Offer of Employment**

Dear Anandraj

Heartiest Congratulations to you!

HDFC Life is delighted to offer you the full-time position of Executive Trainee in our contingent upon your successful clearance of MBA examination.

A detailed Compensation structure is enclosed herewith (Annexure 1) for your reference. An appointment letter along with the terms and conditions of employment will be issued to you after joining.

We are extremely excited to have you onboard. We are looking forward to receiving your acceptance of the offer on the duplicate copy of this letter. Please attach your resume and two passport size photographs with the same.

Warm Regards,

**Human Resources**



**Annexure 1**

**Designation:** Executive Trainee

**Band:** J2

**CTC STRUCTURE**

Pay Items	Per Annum	Per Month
-----------	-----------	-----------

Fixed Pay		
Basic	1,15,500	9,625
Other Allowance	64,493	5,374
Tablet Allowance	12,000	1,000
Daily Activity Allowance	24,000	2,000
House Rental Allowance	69,300	5,775
Statutory Bonus	24,000	2000
Total Monthly Gross	3,09,293	25,774
Retirals and Other Benefits (As per relevant Regulations & Acts)		
Provident Fund	21,600	
Gratuity	5,582	
Flexi Pay	41,225	
Valued Benefits		
Group Insurance Benefit	7,300	
Fixed Cost to Company	3,85,000	
Variable Pay		
Variable Pay for Performance <sup>2</sup>	40,000	
Total Cost to Company	4,25,000	
<sup>2</sup> Variable Pay for Performance (VPP) is subject to your achieving a rating of “3-Meets Expectations” and above. The rating is assigned to an individual, on successful completion of the Executive Trainee Program (12 m), basis actual performance against the defined targets.		
Other Benefits (as per prevalent Company Policy):		
Group Term Insurance: Term cover of INR 12,00,000 Mediclaim: INR 4,00,000 for self and dependents		

<sup>1</sup>

**Flexi Pay:**

- Flexi component amount allocation can be planned by you in Flexi Benefit Planner. Please note that component selection will alter your monthly take home as against the aforementioned monthly gross
- LTA, Mobile Handset Allowance, Fuel & Driver are reimbursable components. On opting for these, the payout will be made only after submission of documents as provided in the Flexi Policy □ **Maximum amounts allocable under Flexi Pay are following:**

Component	Per annum	Per month
LTA (Leave Travel Allowance)	9,625	802
Mobile Handset Allowance	10,000	833
Fuel & Driver	21,600	1,800



## EMPLOYMENT CONTRACT

between

Hemmersbach India Private Limited,  
M/s. Whitefield Area Commerce and Industries Association (WACIA),  
No.40-J, WACIA Road, Mahadevapura post, Bangalore - 560048 a  
Company incorporated under the Companies Act, 2013  
- hereinafter referred to as the “Company” -

and

- ANANTHU S

- hereinafter referred to as the “Employee”<sup>1</sup> -

Each of the aforesaid shall hereinafter be referred to individually as a “Party” and collectively as “Parties”.

The following employment contract is concluded:

### 1 COMMENCEMENT OF THE EMPLOYMENT CONTRACT

The employment contract shall commence accordingly.

### 2 PROBATIONARY PERIOD

- 2.1 A probationary period of six (6) months is agreed and shall end on 03.04.2021. An extension of the probationary period may be determined by the Company in its sole and absolute discretion.
- 2.2 The employment contract may be terminated by either party at any time during the probationary period giving a written notice period of one (1) month to the other party or paying the equivalent of one (1) month’s Basic Salary in lieu of such notice.

### 3 TYPE AND SCOPE OF THE ROLE

- 3.1 CHANDU Lis employed as a Service Desk Manager.
- 3.2 The Employee shall work exclusively for the Company and shall perform such duties, functions and responsibilities as are customarily associated with such position and as directed by the Company. The Employee will perform his duties with due care, skill and highest professional standards to the satisfaction of the Company’s management. The duties and responsibilities of the Employee are as set out in the job description as attached in ANNEXURE A.
- 3.3 The nature of the Company’s business requires that the Employee is flexible in his approach to work in order to service its best interests. Accordingly, the Employee agrees that the Company may at any

time vary the position, scope of duties, and responsibilities of the Employee. The Employee may be required to undertake

<sup>1</sup>

References to the masculine form always refer to both male and female employees. For the purposes of simplification the masculine form is used.

different duties or reporting line be changed in order to take into account the changing needs of the Company's business and Employee's role within it.

- 3.4 The Employee is employed to work at the Bangalore site. It is possible that the Employee may be relocated to a different site due to a project at any time for operational reasons. No expenses will be payable to the Employee for relocation/travel etc. for the purposes of joining.
- 3.5 Clauses 3.3 and 3.4 shall not affect the remuneration provisions.
- 3.6 The Employee shall serve the Company faithfully, conscientiously and to the best of his ability and shall promote the interests and reputation of the Company. The Employee will abide by the time schedule and holiday schedule of the Company and will show due commitment and diligence in his work.
- 3.7 The Employee shall place all of his work capacity at the Company's disposal. The Company shall be informed in writing of any secondary employment. Secondary employment which affects the work assignments of the Employee and the legitimate commercial interests of the Company may only be exercised after consent has been given. During the term of this employment contract the Employee may not conclude any business transactions on his own behalf or on account of a third party.
- 3.8 Unless prevented by sickness or disability, the Employee shall devote all of his time, attention, knowledge, energy and skills during normal working hours and at such other times as the Employee's duties and responsibilities may require. The working hours are however to be placed in accordance with Company, client and project requirements. The Employee understands that as the Company works with strong global interactions, there will be a need for meetings, conference calls at different timings and days including holidays.
- 3.9 The Employee is obligated to participate in the improvement and reduction in price of work procedures and distribution procedures.

#### 4 WORKING HOURS

- 4.1 The Employee will place his entire effort, knowledge, and skill in the service of the Company. She shall work a minimum of 40 (forty) hours on five days per week. She is obliged, however, to be available for the Company at any time, as far as the concerns of the Company require, and to attend to its interests without any entitlement to overtime pay or other compensation.
- 4.2 [The Employee is obligated to be available to be on-call or on-standby. The frequency and scope of being oncall / on-standby shall be determined by the department.]
- 4.3 Daily starting and finishing times and breaks shall comply with the respective company operational arrangements. The Company is entitled to make changes to this.

#### 5 REMUNERATION

- 5.1 The Employee shall receive an annual salary in the amount of INR 3,36,000.00 gross. The remuneration is to be paid in Indian Rupees in twelve (12) equal parts.

- 5.2 Payment shall be made on the last day of the month by bank transfer to a bank account of the Employee, details of which shall be given within one (1) week of the conclusion of the contract.
- 5.3 The remunerations paid to the Employee shall be subject to usual statutory and other deductions, including tax and any other contributions normally required to be withheld by an Employer under applicable laws in India.
- 5.4 The Employee shall be solely responsible for paying any taxes direct or indirect, State or local and other obligations and the filing of any required returns or other information relating hereto.
- 5.5 The Employee is obligated to keep the amount of his payments confidential.

## 6 ACCEPTING THIRD-PARTY BENEFITS

The Company is committed to ensuring all business relationships with suppliers and clients are legal and based on professional integrity. The Employee shall strictly adhere to Company's business conduct and Integrity policy and refrain from accepting gifts from Vendors / Suppliers / Customers / Other agencies at all times. The Employee is obligated to immediately inform the Company of any such attempts made towards him.

## 7 OVERTIME/OVERTIME PAY

The Employee is permitted trust-based working hours. In return any overtime worked is compensated in full by salary without any additional entitlement to overtime pay or other compensation.

## 8 INABILITY TO ATTEND TO WORK

- 8.1 Any inability to carry out duties shall be reported to the Country Manager or direct supervisor immediately, as well as the duration and the reason. This must be done between 8:00 a.m. at the earliest and 9:00 a.m. at the latest (sick report).
- 8.2 On the last day of absence from work the Country Manager or direct supervisor shall be informed about when the employee will resume his/her work by phone. This must be done by 4:00 p.m. at the latest (recovery report).
- 8.3 If the Employee is ill for longer than two (2) days, a doctor's note regarding his inability to attend work and the expected duration shall be provided not later than on the third (3) day after the commencement of the inability to work. A new doctor's note shall be submitted on the next working day after the expiry of the expected duration of the inability to attend work as stated in the doctor's note.
- 8.4 If the Employee repeatedly and, despite warnings, fails to inform the Company of his illness and / or fails to present the Company with a doctor's note, the Company is entitled to terminate the employment contract without adhering to a notice period.

## 9 CONTINUED REMUNERATION WHEN UNABLE TO ATTEND WORK

- 9.1 If the Employee is not able to attend work due to illness, he shall be entitled to a maximum of twelve (12) days per annum of paid sick leave.
- 9.2 Accrued sick leave can't be carried over to the next calendar year.
- 9.3 Paid sick leave may not be used to extend a holiday or vacation and once an employee has given notice to quit. Sick leave will not be paid out upon the termination.

- 9.4 If the Employee has the right to claim damages from a third party regarding loss of earnings which he is entitled to because he is unable to attend work, he hereby assigns this right to the Company if his salary continues to be paid while he is unable to attend work.
- 9.5 In accordance with the agreed regulations above, the Employee shall, in particular, immediately provide the Company with all information necessary to enforce their claim for damages.
- 9.6 The Employee is further advised that the Company is entitled to refuse to continue to pay his remuneration if the Employee has not satisfied his obligations arising from section 8 and 9 of this contract.
- 9.7 The Employee shall not be entitled to payment in lieu of not availed sick leave at any time.

## 10 ANNUAL LEAVE

- 10.1 The Employee shall receive 18 (eighteen) working days of annual/privileged leave with full pay per calendar year. If the employment contract is not in force for a whole year, the Employee shall receive 1/12 of his annual leave entitlement for each completed calendar month.
- 10.2 The Company must approve when annual leave is taken. The Employee must request annual leave in good time. Annual leave must be discussed with the Head of Department and must abide by the valid arrangements regarding absence cover in the respective area. Disrupting normal business operations is to be avoided at all costs.
- 10.3 Annual leave must be taken in the current leave year. The leave year begins on January 01st and ends on December 31st. Carrying annual leave over to the next calendar year is only permitted with the consent of the Company. In the event annual leave is carried over, it must be taken by March 31st of the following year at the latest.

Exceptions to this require special management approval.

- 10.4 Upon termination of the Employment (however occasioned) the Employee shall be paid in lieu of any accrued and not availed annual leave to which the Employee becomes entitled during the Employment. Payment for accrued annual leave shall be calculated on the basis of the rate of the Basic Salary. The Annual term shall be calculated exclusive of public holidays.
- 10.5 The Employee is entitled to 7 days of Public Holidays, which are defined as per Company policy. The Company is entitled to change these Public Holidays due to operational reasons at any time.
- 10.6 The Employee shall be entitled to 2 (two) days paid casual leave per calendar year. This leave is available to use as it is accrued. Accrued leave can't be carried over to the next calendar year.
- 10.7 Any leave is subject to approval by the Company and shall be in accordance with the relevant regulations regarding temporary replacements. Interruption of business operations has to be avoided.

## 11 TERMINATION OF THE EMPLOYMENT CONTRACT

- 11.1 As stated in section 1 this employment contract is for a fixed term until 03.10.2022 and shall end on that date without notice having to be given.
- 11.2 On completion of the probation period, either initial, or extended, as the case may be, the Employment of the Employee with the Company will end as defined under clause 1.
- 11.3 Either party can terminate this Agreement with a written notice of two (2) months or two (2) months' salary in lieu of notice. The official notification becomes valid upon arrival of delivery.

- 11.4 In any case of notice, the Company is entitled to release the Employee from work under deduction of any vacation time remaining due up to the expiration of the period of notice.
- 11.5 The right to terminate the Contract extraordinarily remains unaffected. In particular and without prejudice to the generality of the foregoing provision, the Company shall be entitled to terminate the Contract summarily by written notice and without any payment in lieu of notice (but without prejudice to the rights and remedies of the Company for any breach of this Contract of Employment and to the Employee's continuing obligations) in any of the following events:
- (a) If the Employee commits any serious or wilful or persistent breach or breaches of any express or implied term of this Contract.
  - (b) If the Employee commits any serious or wilful or persistent breach or breaches of any express or implied Company policy.
  - (c) If the Company has good reason to believe that the Employee has committed any criminal offence or been guilty of any dishonesty or serious misconduct whether during the performance of his duties or otherwise.
  - (d) If the Employee's petitions for bankruptcy or has a bankruptcy order made against him or applies to take the benefit of any legislation for the relief of insolvent debtors or if he makes any composition with his creditors.
  - (e) If any information relating to the Employee's suitability for Employment by the Company and provided in the course of applying for Employment is found to be materially false or misleading.
- 11.6 A notice by the Employee may be submitted to the Supervisor/Director / Managing Director of the Company.
- 11.7 It is not permitted to terminate the employment contract giving proper notice before the agreed start date.
- 11.8 Upon cessation of this employment contract or in the event that the Company has granted leave from duty, the Employee must immediately and completely release to the Company all documents, objects and data regarding the affairs of the Company, especially keys, badges, telephones, computers, books, models, and recordings of any type including any duplicates for copies in his possession. The Employee acknowledges that all objects and data are the property of the Company and therefore he has no right to retention. If the Company property is not returned, a fee of INR 3,500.00 (three thousand five hundred) shall be deducted from the salary of the Employee.
- 11.9 The employment contract shall cease automatically without notice of termination upon expiry of the month in which the Employee reaches the age of 65 or when a total loss of working capacity is ascertained.

## 12 CONFIDENTIALTY

- 12.1 The Employee is obligated to keep all confidential matters, in particular business and trade secrets of the Company, and companies and persons affiliated with the Company strictly confidential. This obligation shall also continue to persist after the cessation of the employment contract.
- 12.2 All documents relating to the Company or to companies and persons affiliated with the Company, in particular all notes, specifications for tenders and contracts, records, reports, correspondence and similar documents including any copies thereof, all data carriers/data and all items provided to the Employee shall be handled with care and may only be used for business purposes. Removing these items from the business premises or a reproduction of the data/items is prohibited.



- 12.3 When the employment contract ends or upon commencement of a leave of absence when notice to terminate the employment contract has been given the Employee shall return to the Company unprompted all documents, data carriers and items in his possession which were provided to him during his employment. During the period of the employment contract this is to be done if ordered to do so. This applies correspondingly to non-physical information and materials, such as computer programs and other data, for example. The Employee is not permitted to retain back-ups of these.
- 12.4 The Employee is obligated to keep individual arrangements in or regarding this contract of employment confidential towards third parties. This includes in particular salary and, in case of fixed term contracts, the duration.

### 13 REPORTING CHANGES

Changes to marital status, place of residence and matters which could cause special statutory privileges, e.g. severe disablement and other matters which are important to the Company, shall be reported to the Company immediately.

### 14 CODE OF CONDUCT

- 14.1 The Employee shall strictly adhere to the Company's code of conduct and all the disciplinary rules and regulations as in force from time to time.
- 14.2 The Employee shall refrain from engaging in any illegal or immoral activities within Company premises as well outside which can bring disrepute to the Company.
- 14.3 The Employee shall not use Company's assets and facilities for their private use without prior information and approval from his supervisor. The Employee shall refrain from doing his personal work / private business during the office working hours.
- 14.4 Whilst the Company encourages the use of email and the internet to aid communication and improve efficiency, inappropriate use of these systems can cause serious problems which may involve legal claims against both the Company and individual Employee. In line with the Hemmersbach Group, therefore the Employee agrees to abide by the rules of the Company Policy.

### 15 USE OF EQUIPMENT

The Employee undertakes to comply with the rules of the Company in force from time to time concerning the use of materials, equipment and computer systems of the Company and the Group Companies. The Employee gives his consent to a representative of the Company gaining access to the email of the Employee in case of absence or in order to protect the interest of the Company.

### 16 DATA PROTECTION

Any data arising due to and during the employment will be stored and processed in the headquarters of the Hemmersbach Group, based in Nuremberg, Germany. Both parties shall therefore adhere to the statutory stipulations of the General Data Protection Regulation (GDPR) under European law, while considering the local data protection requirements. The Employee gives his consent to the Company and the Hemmersbach Group of Companies processing and transferring work related data (including data relating to sickness affecting the performance of the Employee) within India and abroad as the case may be for purposes related to the Employment, other administrative purposes or any other purpose related to the collection, storage or transfer of personal data in compliance with applicable Indian law.

## 17 BACKGROUND CHECK

- 17.1 The Employee agrees to provide the Company with an official document issued by the police or a governmental agency (e.g. criminal record / certificate of good conduct) in order to testify any criminal records as part of a background check. This certificate or at least the confirmation of the request should be presented to the Company at the latest on the first working day.
- 17.2 The Employee agrees to undergo further background checks (e.g. advanced security vetting), if these are or will be required for the role.

## 18 WRITTEN FORM AND EXISTENCE OF THE CONTRACT

- 18.1 Ancillary agreements and amendments are only valid, if they are in writing, signed and have approval by decision of the Shareholders' meeting; this also applies to the waiver of this written form requirement.
- 18.2 If one of the provisions of this contract is or becomes invalid, in whole or in part, this shall not affect the validity of the remaining provisions. In such a case the contract shall be executed as the Parties intended. If the validity of a provision of performance or time is affected, it shall be replaced by the provision permitted by law.

## 19 JURISDICTION

The terms of this Agreement shall be construed in accordance with the laws of India and both parties irrevocably submit to the jurisdiction of the Courts of Bangalore to settle any disputes that may arise in connection with this Employment.

## 20 COPIES OF THIS CONTRACT

The Company and the Employee have each received one copy of this contract.

## 21 MISCELLANEOUS

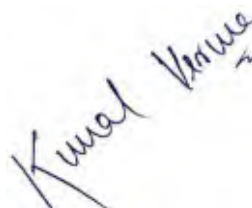
- 21.1 The Employee is not permitted to use the Company's Internet or telephone for private purposes. Likewise sending private emails is prohibited.
- 21.2 Working or driving a company car under the influence of alcohol or drugs is strictly prohibited.
- 21.3 The company shall be informed in writing of the loss of your driving licence including information regarding the duration of and reason for said loss. If a driving licence is required to carry out his role the Company reserves the right to terminate the employment contract without notice.
- 21.4 The Company is entitled to save all use of the email system and the Internet in order to monitor adherence to the above provisions using the saved data for a maximum duration of three months.

The undersigned hereby acknowledge that they have read and fully understand the terms of this Agreement, the terms and conditions of which are hereby incorporated and acknowledged by this document.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first below written.

Date: 02.09.2021

Date: 02.09.2022



Mr. Kunal Verma  
Country Manager, India  
Hemmersbach India Private Limited

Enclosure:

☐ Annexure A: Job Description

Annexure A

## JOB DESCRIPTION

Position: Service Desk Manager  
Job Family: Admin-Operations  
Reports to: Teamlead-Operations, Manager, Country Manager

The employee is expected to perform his / her duties as outlined here. The continuity of this contract is dependent upon the fulfillments of the job responsibilities expressed therein. In some circumstances the employee may also be required to perform tasks other than those stated here and is expected to do so with the utmost diligence and professionalism. This shall not affect the remuneration provisions.

For project requirements, the employee might be required to work on project shift duty based on project need. Job

Purpose:

To undertake all administrative tasks and activities in a professional and timely manner and in accordance with all internal process requirements. To adhere to the Hemmersbach Service Delivery Code (SDC) and all other Hemmersbach standards in the corresponding field of service or customer account. To break the company's annual BIG THREE goals down into realizable tasks, which are incorporated into the daily routine Responsibilities and Accountabilities:

- ☐ Proactively manage their areas of responsibility, in particular ensuring that Hemmersbach delivers a high level of internal and external customer satisfaction, which also meets the business goals.
- ☐ Ensure all work is delivered consistently and in accordance with lead measures and Key Performance Indicators (KPIs).
- ☐ Work on day-to-day activities, such as responding to tickets and implementing processes in order to help things run smoothly.
- ☐ Communicate with all levels of Hemmersbach Management, which includes producing reports to a high standard in a timely manner with accurate data.
- ☐ Proactively improve personal skills to achieve better performance and to improve the quality of daily business.

#### Review of this Job Description

This job description is an indicator of general areas of activity and will be amended in light of the changing needs of the organisation. Additionally, the skill development of every employee in this position will be determined once a year via the categorization and feedback procedure.

I, hereby accept and agree the terms and conditions of employment set out in this Job Description.

02.09.2021

Date: \_\_\_\_\_



## Welcome to Wipro's Work Integrated Learning Program ("WILP")

**Work Integrated Learning Programme**  
**Wipro Limited, Dodda Kannelli**  
**Sarjapur Road, Bengaluru - 560 035.**  
**Phone: (080) 28440011/12, Fax: (080) 28440256**

Dear ANEESH S UTHAPPA,

### **Sub: Enrolment letter to Wipro's Work Integrated Learning Program ("WILP") as Scholar Trainee – Work Integrated Learning Program**

Welcome to WILP!

With reference to your application, it is our pleasure to enroll you as a Scholar Trainee – Work Integrated Learning Program. This is a scholarship program customized as a robust academic and training program which will enable you to obtain M-Tech degree from one of the premier engineering institution / University in India.

The duration of the academic program shall be 48 months from the **date of enrolment to the academic program**. You will be enrolled into the academic program within 12 months from date of joining. Your date of joining will be intimated through a separate communication.

We hope you enjoy the learning with WILP and have an enriching experience being a part of Wipro Limited ("Wipro or "Company").

Please read through the terms and conditions of your enrolment as provided below.

We look forward to having a long and fruitful relationship with you at WILP, Wish you all the best!

Yours sincerely,  
For **Wipro Limited**,

**Aparna Shailen**  
**General Manager - Human Resources**

#### **Endorsement**

I accept the enrolment and the terms and conditions thereof as specified below. I shall report for undergoing study on

#### **Terms & Conditions of Scholarship**

##### **1. PROFILE:**

You have been selected to be a part of Wipro's WILP and are enrolled as a Scholar Trainee- Work Integrated Learning Program. Upon joining WILP, you will have to undergo a "Project Readiness Program" ('PRP') that prepares you to participate in projects at the Company as part of this learning program. This robust academic program will also enable you to obtain **M-Tech degree from one of the premier engineering Institution / University** upon successful completion of the course.

##### **2. DURATION:**

The duration of your academic program will be for a period of 48 months from the date of enrolment to the academic program. You will be enrolled into the academic program within 12 months from date of joining. Unless the Company extends the period of your study in writing, which is done solely at the discretion of the Company, your enrolment would automatically terminate at the end of the stated 48 months.

In case the Company extends the academic period (in writing) you will continue to be enrolled as a Scholar Trainee – Work Integrated Learning Program with WILP.

### 3. Appointment details:

We provide support to our global customers through various Company locations in India to suit customer requirements by operating 24x7. You would be operating from any of these locations and in any of the shifts, including night shift, as may be decided by the Company, keeping in mind the business needs and deliverables to customers.

### 4. Scholarship/Stipend and Benefits

During your period of enrolment, you would be entitled to a consolidated monthly scholarship.

Apart from the monthly scholarship, the Company will provide you with life & accidental insurance that would include a cover for you, the premium / cost will be taken care of by Wipro. This is a voluntary benefit offered by the Company and the details of the same are listed below.

- i. A Group Personal Accident Insurance (GPAI) coverage of **Rs.12,00,000/-**. You could also choose to get additional coverage for a nominal and highly negotiated premium. More details on the policy are available in My Policies section in myWipro, the HR portal at Wipro.
- ii. Group Life Insurance coverage of **Rs.14, 00,000/-**. This sum insured is inclusive of cover as per EDLI (Employee Deposit Linked Insurance). You can also get an extra coverage for a nominal and highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

In addition to the above, you are also eligible for medical insurance cover towards hospitalization.

You are eligible for a floater coverage of Rs.2,00,000/- per annum for family (self, spouse & children) towards hospitalization. There will be a deduction from your monthly scholarship/stipend depending on your marital/family status towards the base sum insured premium. 10% of the claim amount would need to be borne by the employee/Scholar trainee.

Base Medical insurance is to be availed by the employee as default. It is accounted for in deductions as a nominal monthly charge. Top-Up cover is voluntary and charged as applicable during renewal timelines.

If you wish to enhance the coverage, a top up cover option is also available for a highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

The below table lists down your scholarship details:

Period	Scholarship	ESI	Consolidated Scholarship (Rs. Per Month)
First year	15000	488	15,488/- (*)
Second year	17000	553	17,553/- (*)
Third year	19000	618	19,618/- (*)
Fourth year	23000	0	23,000/- (*)

(\*) You shall be responsible for payment of all statutory contributions, taxes, dues and levies as may be required under the relevant laws including contributions under Employees' State Insurance Corporation Act (**at 0.75% of your Scholarship**) as and when applicable to you. Such contributions, taxes, dues and levies where required, shall be deducted from your Scholarship and benefits according to applicable laws and regulations.

Your fourth-year scholarship will continue until completion of your M-Tech program. Your enrolment into the MTech academic program within 12 months from date of joining.

You shall be eligible to receive a onetime "joining bonus" of Rs.75,000 after you join Wipro along with your first month salary. All applicable taxes on the payment of this amount will be borne by you. Please note in the event you leave the organization within 12 months from the date of joining, payment processed under Joining bonus shall be recovered from the employee at the time of exit.

The enhancement of the scholarship at the end of each academic year of study will be at the discretion of the Company and subject to your satisfactory progress of study, acquisition of skills, behavior, regularity and punctuality in attendance. Your continued enrolment in the course, will be at the discretion of the Company, and is subject to satisfactory academic performance and other requirements as prescribed in the WILP portal.

In case your project performance at any stage is not found to be at par with the requirement of WILP, then you would be placed on performance improvement program (PIP). If you fail to successfully complete the PIP, the Company may at its sole discretion discontinue your enrolment in the WILP program.

#### **Book Allowance:**

A Book Allowance of Rs.1,250/- will be provided to you per semester. This allowance will be given every semester except the last semester when you will be engaged in dissertation. The allowance will be paid to you centrally along with your scholarship during the course of each semester. The allowance will be subject to tax. Book allowance is applicable and paid only when you are registered for the semester.

#### **5. Training Agreement:**

- i. This letter of enrolment is subject to the execution of a training agreement in the prescribed proforma with Wipro Limited, Sarjapur Road, Doddakannelli, Bengaluru-560035 on or before joining the program ("Training Agreement").
- ii. This Training agreement shall be for a total period of 60 Months where you will be mentored for developing your skills and knowledge. This included technical training, in various formats, both online and offline and practical experience in various projects. The Company invests on your behalf for the cost of these trainings. Should you discontinue the WILP program or your enrolment with WILP is cancelled for any reason whatsoever before the completion of 60 months from the date of joining, the training expenses of Rs.75,000/-(Rupees Seventy five thousand only) will have to be paid by you as detailed in the Training Agreement.

#### **6. PROJECT READINESS PROGRAM (PRP)**

Upon enrolment, you will have to undergo a Project Readiness Program (PRP) to prepare you to participate in projects. This is offered by Wipro's - Talent Transformation Department to all campus and off-campus selects. The broad objective of PRP is to equip you with the necessary knowledge and skills that will enable you to start working on real-life project work which is an integral part of the WILP.

#### **7. Regulations of Academic study:**

- i. You will be enrolled for M-Tech program with a renowned institution ("University") that collaborates with Wipro for WILP.
- ii. Course specialization includes but is not limited to Software Systems, Software Engineering, Information Technology, Computing Systems and Infrastructure Management, Data Analytics, IoT, Cloud, Digital & Cyber security, Embedded Systems.
- iii. Your specialization and enrolment would be decided based on prevailing business requirements and decision of the Company is final and binding.
- iv. You will not be able to change Specialization track after enrolment.
- v. Overall program duration is 4 years from date of enrolment of academic program.
- vi. As per the program structure, a WILP Scholar trainee will register and pursue 4 to 6 courses per semester over 7 semesters.
- vii. You will be required to submit a project work / dissertation in your final semester (8<sup>th</sup> semester of your program). This will enable you to advance your professional capabilities by applying concepts and techniques in projects.
- viii. Each course has multiple evaluation components. This includes an assignment component, quiz, mid-semester examination and comprehension examination. All evaluation components are mandatory for securing a pass grade in a course as prescribed by the partnering institution.

- ix. Contact classes are organized as per the handout and calendar prepared and shared by the University at the beginning of each semester. In the normal course, one session of 2 hours duration per course per contact class is organized.
- x. You will be called upon to undergo studies during the hours and days as may be fixed by the Company from time to time. Normally, the study hours would be from 9:00am to 6:00pm
- xi. The faculty will take attendance/circulate attendance sheets for every session. It is your responsibility to ensure that your attendances are recorded properly.
- xii. WILP Scholar trainees are expected to be on time for every session. Punctuality is non-negotiable and the faculty reserves the right to deny entry and attendance to late comers.
- xiii. Attending 75% of contact session is mandatory for each course to appear for examinations.
- xiv. Not attending classes for reasons like medical/on the job training /late coming/personal problems and other similar reasons would be treated as absenteeism.
- xv. Scholar trainees who fail to meet the minimum attendance criteria will not qualify for comprehension exams for any of the registered courses in that semester.
- xvi. For any reason, you are not able to meet the minimum attendance criteria or not complete the mandatory assignments / quiz / examinations in any semester, you are required to repeat the same semester as and when the next batch is organized. In such cases, rules and regulations governing academic programs at that time would be applicable. In addition, additional semesters fees are to be borne by you as prescribed by the University.
- xvii. At the end of each semester, the performance of each Scholar Trainee in a course, is specified as a letter grade which is obtained through a Relative Grading procedure
- xviii. Any Scholar trainee securing 3 or more cumulative fail grade at any point in time will be expelled from WILP Program.
- xix. The 8th semester of study is fully devoted for dissertation / project work
- xx. If a Scholar trainee's CGPA is less than 5.5, the Scholar trainee will not be permitted to register for the dissertation. He/she has to re-appear for exams and secure a CGPA of 5.5 before taking up the dissertation. Also, a Scholar trainee with an E grade in any course will not be permitted to register for the Dissertation
- xxi. Project / Dissertation work has to be carried out by each individual separately. Teamwork is not permitted.
- xxii. The dissertation has to be completed strictly as per the guidelines that are outlined by collaborating institution.
- xxiii. WILP Scholar trainees are expected to maintain decorum and discipline in line with Wipro's professional work culture and environment.
- xxiv. In cases where a Scholar trainee deviates from the expected behaviour as prescribed by the WILP and partnering institution from time to time , strict action will be taken and the decision of the WILP Team / faculty /, University would be final and binding.
- xxv. Breach of integrity will be dealt with sternly. Such Scholar trainees will be asked to discontinue their studies and also expelled from WILP program.
- xxvi. On successful completion of the study, you will be eligible to receive the M-Tech degree from the collaborating University, in recognition of your successfully completing the course.
- xxvii. All Scholar trainees of the WILP will be given testimonials at the end of the successful completion of the M-Tech degree program. The testimonial contains the timeline in the WILP and the kind of project works carried during this opportunity.

Mode of contact session, examination pattern and other academic program norms are subject to change based on the prevailing situation / University norms declared from time to time. Decision of the University would be final and binding.

## **8. Conflict of Interest:**

- i. During your enrolment period with the WILP, you will focus exclusively on the requirements of the program. In addition to your study and academic requirements, you are required to engage yourself exclusively in the work assigned by Wipro and shall not take up any independent or individual assignments (whether part time or full time, in an advisory capacity or otherwise) directly or indirectly without the express written consent of Head /



## Manager of WILP Academy

- ii. You shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any person who is involved in activities, which are or shall be in conflict with the interests of Wipro.
- iii. The Conflict of Interest Policy also refers to the need on your part, during your enrolment and for a period of one year from the cessation of your enrolment with WILP (irrespective of the circumstances of, or the reasons for, the cessation) not to solicit, induce or encourage:
  - a. Any student/scholar trainee of the WILP to abandon /withdraw their enrolment with the program or to accept enrolment and/or employment with any competitor, supplier or any customer with whom you have a connection.
  - b. Any employee of Wipro to terminate their employment with Wipro or to accept employment with any competitor, supplier or any customer with whom you have a connection.
  - c. Any customer or vendor of Wipro to move their existing business with Wipro to a third party or to terminate their business relationship with Wipro.
  - d. Any existing employee and/or student of WILP to become associated with, or perform services of any type for any third party.
- iv. In case of any conflict or doubt, please discuss the matter with Head / Manager of WILP, to understand Wipro's position on this and resolve the conflict.

## 9. Obligation and Responsibilities:

- i. During the study period you will be governed by the WILP regulations and instructions as may be modified, from time to time, in relation to conduct, discipline and other matters.
- ii. During your study as part of WILP, Company expects you to undergo study in the area in which you are placed, with a high standard of initiative and efficiency. This is critical and Company has zero tolerance towards any deviations.
- iii. You would not be allowed to seek membership of any local or public body without the written approval from the Head / Manager of WILP.
- iv. During the study period and thereafter, you would not be allowed to give out to anyone in writing or by word of mouth or otherwise, particulars or details of work - process, technical know-how, research carried out, security arrangements, or administrative and/or organizational matters of confidential or secret nature which you may come across during your academic study or become known to you by virtue of your undergoing study under WILP or otherwise.
- v. You are bound by all regulations, instructions and policies of the WILP and Wipro. These are updated / modified on a periodic basis and new policies may be introduced and notified to Scholar trainees from time to time and you will be bound to comply with the same.
- vi. In consideration of the opportunities, trainings and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by WILP/Wipro and in the course of your association with WILP. This covenant shall endure during your association and beyond the cessation of your association with WILP (irrespective of the circumstances of, or the reasons for, the cessation).
- vii. In connection with your association with Wipro as part of the WILP and during the term of your association upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business or academic session hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

During the period of academic study, if you develop or conceptualize inventions, ideas, concepts, discoveries, techniques and improvements (including without limitation computer software) solely or jointly with others in relation to the operation of the WILP / Wipro, such developments will be fully communicated to the WILP academy and will be the sole intellectual property of Wipro. You agree to cooperate in the execution of documents to facilitate the assignment of such intellectual property when required.

## 10. Confidentiality:

- i. In consideration of the opportunities, training and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by Wipro and in the course of your enrolment. This covenant shall endure during your enrolment and beyond the cessation of your enrolment with Wipro (irrespective of the circumstances of, or the reasons for, the cessation).
- ii. During your training on projects at Wipro, you will be expected not to use or disclose any confidential information, including trade secrets, of any former employer (if any) or other person with whom you have an obligation of confidentiality and by signing below you affirm that you have no conflicting obligations or non-compete agreements that would prevent you from working without limitation for Wipro.

## **11. Assignment of Intellectual Property**

In connection with your enrolment and during the term of your enrolment, upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

## **12. Posting**

During the initial study period, initially you would be made familiar with Wipro, but you may if needed be re-assigned or transferred to another division, department, establishment or new location where Wipro, has its office or operation and WILP classes are running in the particular location, in India, without enhancing the scholarship amount. On placement of this nature, you will also be governed by the disciplinary rules and regulations as applicable in that unit/branch. You may also be placed in any sister company of Wipro, for practical studies.

## **13. Misconduct:**

- i. In case you are charged with any misconduct or disciplinary issue during your study period, your enrolment with WILP may be temporarily placed on suspension without payment of scholarship amount, for such period as Wipro may deem fit. If the charges against you are proved to be true, your enrolment may be immediately cancelled, without any notice or payment of scholarship in lieu of notice notwithstanding any clause of this letter of enrolment. It is clarified that this clause is without prejudice to Wipro's rights to enforce the Training Agreement duly signed by you even after cancellation of your enrolment for whatever reasons as the case may be.
- ii. Notwithstanding the condition regarding written notice of termination and without prejudice to Wipro's right to enforce the Training agreement, Wipro shall have the right to terminate your academic study without any notice or payment of scholarship in lieu thereof, if any declaration given or information furnished by you to WILP/ Wipro is found to be false or if you are found to have willfully suppressed any material information.

**Please note that at any stage, whether during your selection process or upon enrolment with the WILP, if it is brought to our notice that you have indulged in malpractices or used illegal means to clear your online assessment, Wipro shall withdraw or revoke the enrolment and cancel the same with immediate effect and we reserve our rights to take suitable action against you as we may deem fit.**

## **14. Cancellation of Enrolment:**

Notwithstanding any of the clauses of this letter of enrolment, Company reserves the right at its sole discretion to cancel this enrolment during the study period without assigning any reason, by giving one months' (30 days) notice or one month's scholarship/stipend in lieu of notice.

## **15. Study Hours:**

- i. As a Scholar Trainee – Work Integrated Learning Program, you will be called upon to undergo studies during the hours and days as may be fixed by WILP from time to time as per the University requirements.
- ii. You would be assigned to any of the locations and any project work as part of your WILP as may be decided by the Company.
- iii. The full day lecture sessions will be held at any of Wipro's other establishments/outsourced venue. You may also be called upon to attend academic study as and when required on holidays, as may be scheduled in accordance with the convenience of the organizing team of the WILP.
- iv. The university will plan contact classes in multiple format to suit the project work situations and university guidelines such as contact classes in ILT (instructor Led training) and / or VILT (virtual Instructor Led Training and Self-Directed / Recorded lecture sessions).

## 16. General:

- i. This letter of enrolment is subject to the condition that you have not provided us with any false declaration or wilfully suppressed any material information. If you have, you will be liable for cancellation of enrolment from the WILP without any prior notice.
- ii. The terms of this letter of enrolment may be specifically enforced legally, if required. In this connection, if any of the provisions of this letter are declared or found to be void or unenforceable due to any reason whatsoever, the remaining provisions of this letter shall continue in full force and effect.
- iii. These enrolment terms supersede and replace any existing agreement or understanding, if any, between Wipro and you relating to the same subject matter.
- iv. You warrant that you are not prevented by a court or by any other administrative or judicial order from enrolling under this agreement. In the event that you are not a citizen of the country of posting, you should have a valid work permit to work in the country of posting.
- v. During the period of enrolment you are required to comply with all policies of WILP and Wipro. These policies are updated / modified on a periodic basis and new policies may be introduced and notified to the Scholar Trainees from time to time. You agree to comply with all policies as modified from time to time.

## 17. On Completion/Cancellation of Academic Program:

- i. On Completion of the academic program or cancellation of your enrolment , as the case may be, you will immediately surrender to Wipro/ the Academy all specifications, formulae, documents, literature, drawings or records, etc. belonging to Wipro/ the Academy or relating to its business and shall not make or retain any copies of these items.
- ii. You are not eligible to receive testimonial certificate if you do not successfully complete the academic study in accordance with this letter of enrolment and the study scheme formulated by the Academy.
- iii. Wipro reserves the right to offer employment at its sole discretion to a Scholar trainee on successful and satisfactory completion of the academic study.

## 18. Acceptance of Enrolment Letter:

Upon accepting the above terms and conditions, you are required to return the duplicate of this letter of enrolment, duly signed by you as a token of your acceptance on the day of joining WILP program.

Please confirm that the above terms are acceptable to you and that you accept the enrolment by signing a copy of this letter of enrolment and submit the same on the date of joining.

## 19. Work Allocation:

As part of your work responsibilities, you may be assigned to work on certain projects/accounts or other assignments as may be deemed fit by the Company in its sole discretion. Refusal to accept and deliver on such assignments shall be treated as a refusal to work and may result in termination of your employment or other disciplinary action.

Yours sincerely,

For **Wipro Limited**,



**Aparna Shailen**  
**General Manager - Human Resources**

I have read, understood and agree to accept the enrolment on the terms and conditions herein.

I shall be present for the induction session on

## **ANNEXURE I**

### **CONFIRMATION ON SHARING PERSONAL INFORMATION (AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT, 2000)**

I Radheshyam Thakur, confirm that I am voluntarily sharing my Personal Information with Wipro Limited ('Wipro') being a part of WILP of Wipro for the following purposes:

- a. validating my application form and retaining records on the same for any future reference/verification;
- b. processing my application form including background verification checks;
- c. academic study related actions including record keeping, processing scholarship advance and benefits and any action required in the context of my enrolment with Wipro, being a part of WILP.

In this context, I also agree to the retention of such Personal Information by Wipro for any future reference/verification and authorize Wipro to transfer the same to a third party.

I understand that 'Personal Information' means any information, relating to me that is available with Wipro and is capable of identifying me."

## **ANNEXURE II**

I hereby confirm that I shall submit the required academic certificate including but not limited to mark sheet and Provisional or Convocation Degree Certificate within 3 months from my date of joining. I understand that my enrolment is subject to my aggregate meeting the Wipro eligibility criteria and submission of the above mentioned documents.

I hereby declare that all the particulars mentioned above are true to the best of my knowledge. In the event of my failure to submit the above mentioned documents or in case of any discrepancy, I shall be liable for termination of my enrolment with Wipro.

## **ANNEXURE – III**

### **INITIAL INDUCTION PROGRAM**

The Talent Transformation team at Wipro groom's campus selects to help them face the challenges of the corporate world.

A holistic 360 degree approach to training is adopted and helps them hone their fundamental computer skills followed by insights into Wipro businesses, process, technology and behavioural skills.

To understand and appreciate the mindset of the young Trainees and ensure that the transformation is smooth, the induction program is done by a team of dedicated professionals who have exposure to the academic and corporate sectors alike. Project Readiness Program (PRP) is a training program designed to address the basic learning needs of the Trainees.

#### **Corporate Readiness Program - CRP**

The CRP program is focused on making young Trainees comfortable in a corporate environment. This program starts with a corporate induction.

"EMERGE" a behavioural skills building training program ensures that the fresh Trainee start feeling at ease in the "corporate world". This activity based behavioural intervention informs the new entrants about the corporate work culture and business etiquette.

#### **Technology Readiness Program - TRP**

The technology training provides critical technical skills required to work on projects allocated to Trainees and prepare to face the demands of the project world. We begin doing this by familiarizing with Wipro's businesses and work environment.

The methodology of training is "Project Based Learning" (PBL) approach, the entire learning is designed around a series of projects that the recruits are expected to complete individually by learning and applying various topics required to complete the project. Starting with individual projects, the PBL approach ends with recruits working on a team project.

## **ANNEXURE – IV**

I have read and understood the terms of my enrolment letter. I agree and acknowledge that I am a Student/Scholar trainee with Wipro's WILP. I further undertake that I shall not represent to any person within Wipro or any other third

party that I am an employee of Wipro Ltd and I fully understand that such false representation shall entail severe disciplinary action including immediate cancellation of my enrolment.

### **Travel, Accommodation, Food & Other Miscellaneous Expenses**

#### **Travel**

- i. You would be entitled for Rs. 1500 from the date of appointment as a lump sum amount that will be credited with your first month stipend. You may utilize this amount towards Travel and you would not need to submit bills towards usage of this amount.
- ii. There is no provision for reimbursement/allowance towards any expenses incurred in lieu of attending training or classes at different locations in the same city.

#### **Accommodation, Food & other Miscellaneous Expenses**

- i. You would be entitled for Rs.400 per day for 8 days (total amount of Rs.3,200) from the date of joining. You may utilize this amount towards accommodation, food & other miscellaneous expenses. This would be paid as a lump sum amount that will be credited with your first month stipend and you would not need to submit bills towards usage of this amount.
- ii. If your posting location (the location where you would be based out of after training) is different from the training location (location where you undergo initial training), you would be entitled for the following:  
  
Settlement and Miscellaneous Expenses: Rs.1200 per day for 7 days (total amount of Rs. 8,400) from the date of reporting to the posting location. You may utilize this amount towards boarding, lodging, conveyance & other miscellaneous expenses.
- iii. Any location change after reporting to posting location will be treated as relocation/transfer and will be covered under the Transfer policy for Team Rainbow. For details you can refer the policy at myWipro-> My Policies -> India->My Travel>Transfer Policy-Team Rainbow.
- iv. Campus joiners would not be eligible for accommodation at the Wipro guest houses.

**Please note in the event that the employee leaves the organization within 6 months from the date of joining, all payments processed under Joining & Relocation Entitlements shall be recovered from the employee at the time of exit.**

**Skill Preferences 1 :** [DAAI -Cloud & Digital Database](#)

**Location Preferences 1 :** [Bangalore](#)

**Skill Preferences 2 :** [CEP-SAP-ABAP](#)

**Location Preferences 2 :** [Mysore](#)

**Skill Preferences 3 :** [Python App](#)

**Location Preferences 3 :** [Chennai](#)

☒ Accept ☐ Decline

☒ **Signature** [Radheshyam Thakur 25/1/2023 10:00 PM](#)

(checking the checkbox above is equivalent to a handwritten signature)

Registered Office:

**Wipro  
Limited**

**T :**+91 (80) 2844 0011

Doddakannelli

**F :**+91 (80) 2844 0054

Sarjapur  
Road

**E :**info@wipro.com

Bengaluru  
560 035

**W :**wipro.com

India

**C :**L32102KA1945PLC020800

26168298



**CGI Information Systems and Management Consultants Pvt. Ltd.**

Regd. Office: e.city, Tower 2, No.95/1 & 95/2,  
Electronic City, Phase I (West)  
Bangalore – 560 100. India  
Tel +91-80-6642 2222 | Fax +91-80-6642 1200

**cgi.com**

CIN: U72200KA1990PTC019138

Dear ANIL BIJU PAREL

I am delighted to offer you a role at CGI Information Systems and Management Consultants Private Limited (“CGI” or “Company”) where we strive to create an environment in which we enjoy working together and, as owners, contribute to building a company we can be proud of. We are very excited about the prospect of having you join us, and look forward to welcoming you.

As part of the leading information technology companies in the world, there are many opportunities for growth and development, both individually and as part of a large professional community. I hope you will choose to be part of our CGI Global Community, a team of extraordinary people building a company that reflects their aspirations and is supported by our shared vision and values.

We are offering you the position of **Associate Software Engineer** and your **Total Target Earnings** is INR **302000-** in accordance with the terms and conditions contained below.

This offer is contingent on your:

- successful completion of your graduation with a minimum of [60%] of marks and no backlog in any semester;
- successful completion of pre/post-employment training designated by the Company. Details of the training, duration, and conditions of training will be communicated to you by the Company upon your acceptance of this offer. You are required to maintain the minimum attendance threshold throughout the training and achieve the grade pre-defined by the Company for the successful completion of the training.

Should you fail to achieve the above pre-requisite, the Company shall be entitled to revoke this offer at its discretion or terminate your employment forthwith without notice or pay in lieu thereof.

You are requested to report at Bengaluru our office on 24 July 2022 . Your appointment will be effective on your joining date. If you do not confirm your acceptance within the timeframe mentioned below, this offer will be considered withdrawn unless extended in writing by the Company.

- You are required to communicate your acceptance of this offer via email to your assigned Recruiter’s CGI email id on or before 23 July 2022. You will also be required to read, understand and execute the CGI Candidate Declaration that will be issued to you on your joining date.
- Your reporting time on the joining date is 8:30 a.m. Kindly note that it is important to be on time to complete the joining formalities.
- On your joining date, please bring the originals and one set of photocopies of the documents mentioned in Annexure-A.
- Please contact us at 080-4194 0000 (Monday to Friday between 9:30 a.m. to 5:30 p.m.) or via email to your CGI designated recruiter for any queries regarding your employment offer.

The terms and conditions governing your employment are as under:

- Your employment with the Company is at all times subject to you having and maintaining a valid work permit from the Government of India (if applicable). A copy of the work permit needs to be furnished by you on the date of on boarding failing which you will not be permitted to join. You hereby agree that you shall undertake all necessary steps to keep such work permit valid and subsisting throughout the term of your employment with the Company.



- Your employment will be subject to a probationary period of [6] months (**“Probationary Period”**). If your performance is, in the opinion of the Company, found to be satisfactory during this period, then the Company shall confirm the appointment in writing. The Company may, at its sole discretion, extend the Probationary Period, by providing you prior written notice. Your employment remains subject to [15] days’ notice of termination until you are notified in writing of the satisfactory completion of the Probationary Period.
- This appointment will be based on your agreement to serve the Company for a minimum period of two years effective your date of joining. On joining, you will have to sign the Employment Agreement with the Company
- This offer is conditional upon your having a valid passport. If you do not have a passport as of the date of this offer, you are required to apply for one immediately and produce the relevant acknowledgement on the day of your on boarding. Being part of consulting organization, it is your responsibility to monitor the validity of your passport and renew it in advance. Should you be denied a passport, or if you are otherwise unable to produce a copy of your passport, CGI shall be entitled to terminate your employment forthwith without notice or pay in lieu thereof. It is a condition of your employment that you have a valid passport at all times.
- During your employment with CGI, you may get opportunities to work on multiple platforms/skills at the sole discretion of CGI. CGI encourages and appreciates flexibility to work on different technologies
- Your services are transferable anywhere in India as also anywhere abroad within the CGI group of companies or other third parties. In case your services are transferred to any of our group companies or affiliates of the Company, you are required to abide by the rules and regulations pertaining to that company. You will carry out your duties as per the instructions of your superiors from time to time
- Your remuneration is strictly confidential. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should not be shared with anyone.
- **Code of conduct:** You will abide by CGI policies including all amendments as may be carried out from time to time at sole discretion of CGI (**“CGI Policies”**), and the applicable rules and regulations in force from time to time and will also be required to sign and abide by the **Code of ethics** and conduct as elucidated by the Company as part of your performance appraisal process. Any breach of the guidelines or the terms and conditions of employment may result in termination of your services without notice or compensation.
  - a) You will not carry on any business other than for the Company or enter for any part of your time in any capacity in the services of other person or persons and company or companies. You will devote your whole time and attention to your duties to promote the interests of CGI and you will not utilize or divulge to any person or persons any of our trade secrets or confidential information.
  - b) In the course of your employment with CGI, you shall not, without the previous written consent of CGI and which consent CGI may in its absolute discretion and without assigning any reason, withhold and/or refuse to accord directly and/or indirectly solicit and/or engage in the collection and donations for any trust or other organizations and/or institutions for charitable work and/or any other purposes and person/s and/or bodies corporate/institutions with whom you come into contact and/or have dealings with in the course of employment with CGI.
  - c) During your employment with CGI and perpetually thereafter, you will not transmit, disclose or otherwise use confidential information related to CGI, the affiliates or group companies of CGI, or the clients of CGI or its affiliates and group companies, to any unauthorized person, except as may be required in the course of discharging your duties in connection with CGI’s business. Confidential information means and includes information which is confidential and proprietary to CGI and its affiliates and group companies, and/or to certain third parties with which CGI has relationships, and disclosed to or obtained by you from CGI and/or such third parties, whether (without limitation) in graphic, written, electronic or machine readable form on any media or orally and whether or not the information is expressly stated to be confidential or marked as such and includes, but is not limited to information of value or significance to CGI and/or its competitors (present or potential) including but not limited to CGI’s intellectual property; client names; project related information; content; data; techniques; plans; designs; programs; customer information; identity and job descriptions of CGI’s personnel; organizational structure; financing relationships or terms; service provider or vendor relationships or terms; processes; methodologies; compensation or bonus data; the terms of this appointment letter; or any other information, not in the public domain pertaining to the business or affairs of CGI; but does not include information that is in the public domain other than by your breach of this appointment letter and/or of any other agreement to which you are bound by. You will not divulge confidential information to anyone, including family, friends, and especially others in the same or similar competing businesses. You will sign a Confidentiality and Non-Disclosure Agreement to protect CGI’s confidential information at the time of your onboarding and anytime upon request during your employment with CGI. If you are bound by a confidentiality agreement with a previous employer, you must notify the Company and indemnify the Company against any breach thereof.

- d) For the purpose of representing and improving the company's brand image and being able to interact with senior level decision makers in the industry in a satisfactory manner, you are required to follow the following norms:
- i. Maintain complete confidentiality and high level of integrity in all your actions performed on behalf of the company
  - ii. Practice high level of professionalism in business etiquettes, selection of attire, choice of language in conversation and documents, meeting commitments and in overall conduct; and
  - iii. You shall help in maintaining congenial, disciplined, participative and supportive work environment to encourage team spirit and high performance standards.

- e) **Intellectual Property:** You irrevocably, absolutely and perpetually assign to the Company worldwide right(s), title(s), and interest(s) under any statute or common law including patent rights; copyrights including moral rights; trademarks, designs, anywhere in the world, whether negotiable or not in respect of your contribution(s) during the term of the employment, free from encumbrances of any kind for the full term of each and every such right, including renewal or extension of any such term. All of the Intellectual Property (created solely or jointly with others) given, disclosed, created, developed or prepared in connection with your employment with the Company shall be deemed to be 'work for hire' and/ or inventions developed in the course of employment with the Company within the meaning of the copyright laws of all jurisdictions, including and without limitation, India, and the Company shall be deemed to be the sole author thereof in all jurisdictions for all purposes. If under any applicable law, any results and proceeds of your services are not deemed to be works and/ or inventions developed in the course of the employment with the Company, then to the fullest extent allowable and for the full term of protection otherwise accorded to you under such applicable law, you hereby assign and transfer to the Company any/all right(s), title(s), and interest(s) in such works and/ or inventions. You further irrevocably, absolutely and perpetually assign to the Company the worldwide rights in respect of: (a) any licences, permissions and grants in connection with any Intellectual Property therewith; (b) applications for any of the foregoing and the right to apply for them in any part of the world; (c) right to obtain and hold appropriate registrations in Intellectual Property, (d) all extensions and renewals thereof; and (e) causes of action in the past, present or future, related thereto including the rights to damages and profits, due or accrued, arising out of past, present or future infringements or violations thereof and the right to sue for and recover the same. Further, you hereby agree to waive any right to and refrain from raising any objection or claims pursuant to Section 19(4) and Section 30-A of the Copyright Act, 1957.

For the purpose of this agreement, "Intellectual Property" includes ideas, concepts, creations, discoveries, inventions, improvements, know how, trade or business secrets; trademarks, service marks, designs, utility models, tools, devices, models, methods, procedures, processes, systems, principles, algorithms, works of authorship, flowcharts, drawings, books, papers, models, sketches, formulas, teaching techniques, electronic codes, proprietary techniques, research projects, and other confidential and proprietary information, computer programming code, databases, software programs, data, documents, instruction manuals, records, memoranda, notes, user guides, in either printed or machine-readable form, the whether or not copyrightable or patentable, or any written or verbal instructions or comments.

- f) You will be responsible for the safekeeping and return in good condition all the Company property and all material or documents (including reproductions and excerpts) containing Confidential Information and any letter of authority or power of attorney issued to you, which will be in your use, custody or charge.

- **Non-solicitation:** During your period of employment with CGI and for a period of twelve (12) months commencing from the last day of your employment with CGI, you will not directly or indirectly: (i) solicit any employee of CGI to terminate his/her employment with CGI, or to accept any other employment; and/or (ii) solicit or do business with any clients or customers or potential clients or customers of CGI with whom you have had dealings during the last twelve (12) months of your employment with CGI.
- **Communication:** Please approach your immediate supervisor for any queries pertaining to project or organization related concerns, suggestions which you may have from time to time. In addition, the HR team is always available to discuss any of your needs or suggestions.
- **Shift:** You shall have no objection to work on shift / staggered duty in case business warrants that. Please note that it is management's prerogative to decide which member will work on shift and management's decision in this regard will be final. Your project will also decide the shift allowance that will be payable and will be based on project requirement. This will be governed by the existing Shift Allowance Policy.
- You may be required to travel on Company work and you will be reimbursed expenses as per Company Policies.



- **Unauthorized absence from work:** Your unauthorized absence from work for a continuous period of more than three days without leave or obtaining your manager's approval will be treated as absconding from duty, triggering disciplinary action. In the event, that you do not report for work within eight days from the date of unauthorized absence it will be treated as "voluntary abandonment of service" and it shall be deemed you are no longer interested in the employment and your employment will be terminated. In such an event you shall be liable to refund the salary in lieu of shortfall in notice period and other dues payable to the Company, as specified.
- **Termination of employment:**
  - i **Termination without cause:** Your services may be terminated at any time by either side by giving fifteen days' written notice or salary in lieu thereof during the Probationary Period and **Two month's written notice** or **Two month's salary in lieu thereof** after confirmation of employment with the Company. Whilst the Company reserves the right to release you upon your resignation prior to conclusion of your notice period with or without paying notice pay for the balance notice period, decision to allow notice pay in lieu of notice is at the sole discretion of the management. If you decide to leave without completing due notice and handing over formalities as per the requirement of CGI; you will not be eligible to get any certificates which indicate employment with CGI immediately or in future. No references will be entertained from any authority/institution seeking details of your case.
  - ii **Termination for Cause:** Notwithstanding anything contained in this appointment letter, the Company may terminate the employment contemplated hereunder at any time without requiring to serve notice period or payment in lieu of notice period, for 'cause'. For the purpose of this Agreement 'cause' shall include:
    - (a) inattention or negligence in the performance of duties and obligations under this appointment letter;
    - (b) repeated failure to comply with lawful directions of the Company and its officers;
    - (c) conviction in a criminal case or framing of charges in a criminal case;
    - (d) breach of the terms of this appointment letter and breach of representations and warranties contained herein;
    - (e) unethical business conduct;
    - (f) breach of any statutory duty or for any act or omission adversely affecting the goodwill, reputation, credit, operations or the business of the Company;
    - (g) fraud, misappropriation or dishonesty in respect of the property or the business of the Company;
    - (h) commission of any act not in conformity with discipline or good behaviour or acceptance of any illegal gratification;
    - (i) habitual neglect of your work or gross or habitual negligence in the performance of your duties;
    - (j) unauthorised disclosure of any Confidential Information of the Company; and/or
    - (k) any act or omission that could be construed as misconduct under applicable law.
  - iii **Termination for ill-health or disability:** If you, at any time, are prevented from ill-health or accident or any physical or mental disability from performing your duties hereunder, you shall inform the Company, either through yourself or any of your relatives, and supply it with such details as it may require and if you are unable by reason of ill-health or accident or disability, for a period of 60 days or more to perform your duties hereunder, the Company may forthwith terminate your employment.
  - iv **Project Engagement:** You understand and acknowledge that the business of the Company is dependent on the projects that it receives from its clients and that you have been employed to primarily work on such projects. If the project that you are working on requires a lower headcount or is winding up, you will no longer be required to work on such project. You will be informed at least 30 days prior to the date from which you will no longer be required to work on such project. In the event that either CGI or you are unable to find an alternate project that you can be staffed on within 45 days of your last project, your employment shall be deemed redundant and shall be terminated in accordance with applicable law and the terms of this letter. Notwithstanding the foregoing, you expressly agree that if you refuse two or more opportunities that are offered to you by CGI to be placed on an alternate project, it shall be deemed that you are voluntarily resigning from your employment with CGI. You understand and acknowledge that if you fail to upskill / reskill as required by and to the satisfaction of the Company, the Company will not be able to place you on an alternate project. Being placed on an alternate project is subject to availability of roles and your skill sets, and is not an obligation of the Company.
- You may be assigned to certain engagements that require Knowledge Transfer from client/other BU's/members within the engagement. During assignment or after obtaining such Knowledge Transfer, you are required to serve the stipulated rotation period. This is in addition to the notice period requirement mentioned above.
- **Non-Competition:** During the term of your employment with CGI, you shall not directly or indirectly compete with CGI in any manner whatsoever.



- **Restriction of Employment with Client/Customer:** For a period of twelve (12) months following the end of your employment with CGI, you agree not to, directly or indirectly, as employee, consultant or otherwise, work for or provide services or trade in goods, whether solely or with others, whether as an employee, officer, director, agent, partner, consultant, member of any company or other commercial enterprise or otherwise, to clients or customers or with any competitor or any organization where you have been taken or sent for training, deputation or secondment or professional work by the Company or to whom you provided services on CGI's behalf during the last twelve (12) months of your employment with CGI.
- You will keep us informed of any change in your residential address/contact details.
- If you resign from the service or your employment is terminated for any reasons before completing one (1) year of service, you will fully reimburse the Company, the joining bonus, transition bonus, retention bonus, notice pay and relocation expenses, if any.
- It is your responsibility to notify the Company of any changes in your personal information within three working days. It shall also be your responsibility to notify the Company of any legal action or suit, whether in the nature of civil or criminal initiated against you. Additionally, you shall also be responsible for notifying CGI of any proceedings which may impact your ability to fulfill your job responsibilities. Your failure to notify the above details will result in breach of the appointment terms. All notices shall be considered duly and properly delivered to the address on file with the Company.
- You will retire from the services of the Company on attaining the age of superannuation. The retirement age in CGI is sixty (60) years.
- The benefits as outlined herein and in CGI policies are subject to change at the Company's discretion. You will be entitled to leaves in accordance with the Company's policy as applicable from time to time.
- Upon your resignation or retirement from the Company or termination of your services, you are required to return all assets and property of the Company including but not limited to documents, machines, data, files, books etc. (including but not limited to leased properties).
- We provide support to global customers from various locations in India & abroad to suit customers' differing time needs including 24x7 bases. You may be asked to operate from any of the CGI locations and in any of the shifts, including night shift, at the sole discretion of management, as may be required by the Company keeping in mind business needs and deliverable requirements to customers. Your work schedule will be provided to you by your Manager / Supervisor upon your joining. Your weekly off days may not be on weekends.
- You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- **Condition of Hire:** Your appointment is contingent upon satisfactory reference & background checks including verification of your application materials, education and employment history. CGI will conduct background checks to verify your identity, education, professional qualifications, employment history and references (Level 1), and will include, depending on the nature of your position or at a client request, a criminal record check (Level 2) and credit verification (Level 3) if you have access to CGI and/or client sensitive or critical information, facilities or assets and/or your role requires handling of financial transactions. In addition, during the course of your employment on need basis or on a recurrent basis every 5 years and in a context of change of role, a complete re- verification including background checks as per CGI policies including without limitation, criminal record checks (Level 2) and credit verifications (Level 3) may be conducted, if applicable. Also, dual employment checks could be conducted at any time during the course of your employment. By signing this Employment Agreement, you are providing a free, informed and ongoing consent to all such verifications before and during the course of your employment as per CGI's policies and you agree to sign any forms required for such verifications at the appropriate time. Successful clearance of background verification is a mandatory requirement for employment confirmation. Unsuccessful clearance of background verification will lead to termination of employment without notice. CGI reserves the right to audit the submitted educational & previous work experience(s) documents at any point of your tenure in CGI, as part of which you are obligated to furnish any/all of such relevant documents on demand. Failure to furnish the same and / or the submitted education & work experience proving to be false or unverifiable as per CGI standards, may lead to termination of employment without notice. The basis of the offer is authentic and verifiable education and work experience as per CGI standards. You are accountable for providing documents that enable appropriate authorities in the relevant educational institution(s) and previous employer Organization(s) to validate your claims. CGI is not liable for the inability of the aforementioned authorities to validate your credentials basis your submissions. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer.
- If any information furnished by you in your application for employment or during the selection process is found at any time during your employment to be incorrect or false, and/or if you have suppressed any material information; the Company may terminate your services without notice or compensation



- **Data Protection and Privacy:** The Company may, in connection with your employment, receive personal data relating to you or third parties associated with you (such as spouse or children). Such data may be received directly from you or from other sources, and some personal data may be recorded directly or indirectly by internal security systems (such as CCTV cameras) or by other means. The Company may process such data for relevant and limited purposes. By agreeing to employment with CGI, you hereby expressly consents to the following:
  - (a) the processing of your personal data by the Company or such third-party appointed by the Company;
  - (b) the collection and processing of sensitive personal data or information (as defined under applicable laws) about you for limited purposes;
  - (c) the transfer worldwide of personal data held about you by the Company to other employees and offices of the Company's worldwide organization and to third parties where disclosure to such third parties is required in the normal course of business or by law; and use of your personal images and voices in marketing material, videos, etc.; and
  - (d) treating any personal data to which you have access in the course of your employment strictly in accordance with the Company's policies and procedures and not using any such data other than in connection with and except to the extent necessary for the purposes for which it was disclosed to you.
- Subject to insurance policies that the Company may have and other statutory insurances, you may be eligible to receive compensation under the Employees Compensation Act, 1923, for injuries arising out of and in the course of employment.
- Women employees of the Company shall be entitled to maternity leave in accordance with the Maternity Benefit Act, 1961 (as applicable), i.e., eligible women employees shall be entitled to 26 weeks of maternity leave for the first 2 surviving children, and 12 weeks of maternity leave for every subsequent child
- Your designation may be changed at the discretion of the Company depending on the work assigned to you
- Your **Total Experience** will be part of our professional records

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Total Experience = Relevant Experience + Weighted/ Non-relevant Experience

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0.0 Yrs. = 0.0 Yrs. + 0.0 Yrs.

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Relevant Experience = Total number of months the candidate has worked on the skill/role for which the candidate is being hired in CGI

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Weighted Experience = A weighted percentage is given to your non-relevant experience, either to your role or skill, for which you are being hired in CGI

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- Any and all of the terms and conditions of service may be modified or changed at the Company's discretion. Breach of any one of the conditions will render you liable to termination of your employment without notice.
- This letter supersedes all oral or written communication exchanged between you and CGI prior to the date of this letter and commitments, if any, made during the selection process. You acknowledge that you have read and understood the terms and conditions of this offer letter and to confirm your acceptance of this offer letter, please sign in on all the pages & in the space specified below and return the signed copy to CGI on your onboarding day.
- If any provision of this letter is held to be unenforceable, the remaining provisions shall remain valid, binding and in full force to the maximum extent possible. If any portion of this letter is held to be unreasonable, such provision shall be given effect to the maximum extent possible by narrowing or enforcing in part that aspect of the provision found overbroad or unenforceable.
- Your employment with the Company and this letter shall be governed by and construed and enforced in accordance with the laws of India, without regard to conflicts of laws. You agree to the exclusive jurisdiction and venue of the courts in Bangalore for the resolution of all disputes arising under this letter.
- No waiver by the Company of any breach of this letter shall be valid unless in writing and signed by the Company. The waiver by the Company hereto of any provision of this letter shall not operate or be construed as a waiver of any subsequent breach by you, nor shall any waiver operate or be construed as a rescission of this letter



- You shall, at all times during the course of your employment with the Company (and even after its termination) agree to indemnify and keep indemnified the Company, as the case may be, against all losses, damages, claims, interests, costs, expenses, liabilities, proceedings and demands which the Company may suffer or incur or which may be made against the Company as a result of any misrepresentations or breach of this letter, acts or omissions by you during the course of employment.
- You shall not at any time without limitation, publish or communicate any disparaging remarks, comments or statements concerning the Company, its holding company, group companies, affiliates or associate companies or any of their respective shareholders, directors, officers or employees. For this purpose, 'disparaging' means any remarks, comments or statements that impugn the character, honesty, integrity, morality, or business acumen or abilities in connection with any aspect of the operation of business of the Company, or reflect negatively upon, the individual or company being disparaged.
- Base Compensation Components:**

Designation: Associate Software Engineer		
Date of Joining: 24 July 2024		
Pay Components	Monthly (INR)	Annual (INR)
Basic (Inclusive of D.A.)	21,500	258,000
Flexible Compensation Plan <sup>1</sup>	6,136	73,632
<b>Base Compensation</b>	<b>27,636</b>	<b>331,632</b>
Provident Fund <i>Company Contribution</i>	2,580	30,960
Gratuity Fund Contribution	1,034	12,408
<b>Gross Compensation</b>	<b>31,250</b>	<b>375,000</b>
Share Purchase Plan <i>Company Contribution</i> <sup>2</sup>	829	9,948
Profit Participation Plan <sup>3</sup>	553	6,636
<b>Total Target Earnings</b>	<b>32,632</b>	<b>391,584</b>

- <sup>1</sup>**Flexible Compensation Plan:** Option to allocate to components like Meal Vouchers, Conveyance, National Pension Scheme, LTA etc
- <sup>2</sup>CGI will contribute towards **Share Purchase Plan (SPP)**: As part of our ownership culture, we enable those who join CGI to become an owner through our Share Purchase Plan. It is an opportunity for you to buy shares in CGI, become an owner, and benefit from any long-term appreciation in the CGI share price. When you choose a percentage to contribute, CGI will match your contribution 100% (up to **3%** of your Base Compensation). Contributions are done on a monthly basis towards the purchase of CGI shares, and you can start, stop and change your contribution at any time. Only those members who enroll for this benefit are eligible for receiving the company contribution & will need to contribute an equal amount on a monthly basis towards the purchase of CGI shares.
- <sup>3</sup>**Profit Participation Plan:** This plan distributes a portion of our profits based on the achievement of CGI's financial objectives, as well as individual performance. The Target Profit Participation Plan (PPP) is at **2%** of Base Compensation on pro rata basis and can be more or less basis the performance of CGI, performance of Business Units and performance of Individuals. All regular members employed as of Jun 30th of CGI Inc. fiscal year (Oct-Sept) are eligible and should be active on rolls as on Dec 31st to receive the payout. The Corporate guidelines of PPP may be amended from time to time  
Eligible members will be paid statutory bonus as per the provisions of the Payment of Bonus Act, 1965. Where members are eligible for both statutory bonus as well as the PPP, the company shall deduct from the PPP allocated to a member the amount of statutory bonus payable under the Act for such corresponding period and the difference will be paid as the actual PPP

In addition to the above you are eligible for:

- INR 25,000/-** towards annual insurance premium to cover self, spouse & up to two dependent children under Group MediClaim Insurance and to cover self under Group Personal Accident Insurance & Group Term Life Insurance

The tax liability arising out of the above payments now or in the future, due to changes in income tax provision shall be borne by you



I look forward to your acceptance of this offer and to welcoming you to our team. I am confident that in this new role, you will make a valuable contribution to CGI and our continued success.

Yours sincerely

**For CGI Information Systems and  
Management Consultants Pvt. Ltd.,**

A handwritten signature in black ink, appearing to read "Sarika Pradhan", is written over a light blue rectangular background.

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**Sarika Pradhan  
Vice President Corporate Services**

I have read the terms and conditions of employment and the contents of the employment agreement and in token of my acceptance; I duly acknowledge the receipt of the letter of employment.

Please sign below to confirm that you agree with the terms and conditions stated in this letter.

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**Signature & Date**



**Annexure-A**

We request you to bring the originals, on your date of reporting to CGI for verification.

*Please note that the below documents are mandatory for **CGI's personnel records** and will be subjected to **background verification**. Non submission of these documents will impact your profile and records needed to manage your career effectively within CGI and may also have serious impact on project and client requirements, hence your cooperation in this is crucial.*

#	Documents
1	Acceptance copy of CGI's appointment letter signed by you on all pages
2	Valid Work Permit issued by Government of India, if applicable
3	Passport (all pages – wherever the entries are made)
4	Income-Tax Permanent Account Number Card (PAN Card)
5	Passport size photograph – 05 nos.
6	10th class mark sheet & certificate
7	12th class mark sheet & certificate
8	Bachelor degree mark sheets (all semesters)
9	Bachelor degree certificate / convocation certificate
10	Master degree mark sheets (all semester)
11	Master degree certificate / convocation certificate
12	Diploma mark sheets (all semesters)
13	Diploma certificate
14	Any other certificates
15	Appointment letter, pay slip, relieving letter & experience certificate of all previous Co.
16	Present company's appointment letter
17	Present company's relieving letter & resignation acceptance letter from HR
18	Present company's experience certificate
19	Present company's salary slip with employee number (last two months)
20	Aadhaar / Voters ID / Driving License / Rental agreement /Bank passbook (address page only)
21	Blood group and RH type report



**CGI Information Systems and Management Consultants Pvt. Ltd.**

Regd. Office: e.city, Tower 2, No.95/1 & 95/2,  
Electronic City, Phase I (West)  
Bangalore – 560 100. India  
Tel +91-80-6642 2222 | Fax +91-80-6642 1200

**cgi.com**

CIN: U72200KA1990PTC019138

Dear ANJAN KUMAR

I am delighted to offer you a role at CGI Information Systems and Management Consultants Private Limited (“CGI” or “Company”) where we strive to create an environment in which we enjoy working together and, as owners, contribute to building a company we can be proud of. We are very excited about the prospect of having you join us, and look forward to welcoming you.

As part of the leading information technology companies in the world, there are many opportunities for growth and development, both individually and as part of a large professional community. I hope you will choose to be part of our CGI Global Community, a team of extraordinary people building a company that reflects their aspirations and is supported by our shared vision and values.

We are offering you the position of **Associate Software Engineer** and your **Total Target Earnings** is INR **302000-** in accordance with the terms and conditions contained below.

This offer is contingent on your:

- successful completion of your graduation with a minimum of [60%] of marks and no backlog in any semester;
- successful completion of pre/post-employment training designated by the Company. Details of the training, duration, and conditions of training will be communicated to you by the Company upon your acceptance of this offer. You are required to maintain the minimum attendance threshold throughout the training and achieve the grade pre-defined by the Company for the successful completion of the training.

Should you fail to achieve the above pre-requisite, the Company shall be entitled to revoke this offer at its discretion or terminate your employment forthwith without notice or pay in lieu thereof.

You are requested to report at Bengaluru our office on 24 July 2022 . Your appointment will be effective on your joining date. If you do not confirm your acceptance within the timeframe mentioned below, this offer will be considered withdrawn unless extended in writing by the Company.

- You are required to communicate your acceptance of this offer via email to your assigned Recruiter’s CGI email id on or before 23 July 2022. You will also be required to read, understand and execute the CGI Candidate Declaration that will be issued to you on your joining date.
- Your reporting time on the joining date is 8:30 a.m. Kindly note that it is important to be on time to complete the joining formalities.
- On your joining date, please bring the originals and one set of photocopies of the documents mentioned in Annexure-A.
- Please contact us at 080-4194 0000 (Monday to Friday between 9:30 a.m. to 5:30 p.m.) or via email to your CGI designated recruiter for any queries regarding your employment offer.

The terms and conditions governing your employment are as under:

- Your employment with the Company is at all times subject to you having and maintaining a valid work permit from the Government of India (if applicable). A copy of the work permit needs to be furnished by you on the date of on boarding failing which you will not be permitted to join. You hereby agree that you shall undertake all necessary steps to keep such work permit valid and subsisting throughout the term of your employment with the Company.





- Your employment will be subject to a probationary period of [6] months (**“Probationary Period”**). If your performance is, in the opinion of the Company, found to be satisfactory during this period, then the Company shall confirm the appointment in writing. The Company may, at its sole discretion, extend the Probationary Period, by providing you prior written notice. Your employment remains subject to [15] days’ notice of termination until you are notified in writing of the satisfactory completion of the Probationary Period.
- This appointment will be based on your agreement to serve the Company for a minimum period of two years effective your date of joining. On joining, you will have to sign the Employment Agreement with the Company
- This offer is conditional upon your having a valid passport. If you do not have a passport as of the date of this offer, you are required to apply for one immediately and produce the relevant acknowledgement on the day of your on boarding. Being part of consulting organization, it is your responsibility to monitor the validity of your passport and renew it in advance. Should you be denied a passport, or if you are otherwise unable to produce a copy of your passport, CGI shall be entitled to terminate your employment forthwith without notice or pay in lieu thereof. It is a condition of your employment that you have a valid passport at all times.
- During your employment with CGI, you may get opportunities to work on multiple platforms/skills at the sole discretion of CGI. CGI encourages and appreciates flexibility to work on different technologies
- Your services are transferable anywhere in India as also anywhere abroad within the CGI group of companies or other third parties. In case your services are transferred to any of our group companies or affiliates of the Company, you are required to abide by the rules and regulations pertaining to that company. You will carry out your duties as per the instructions of your superiors from time to time
- Your remuneration is strictly confidential. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should not be shared with anyone.
- **Code of conduct:** You will abide by CGI policies including all amendments as may be carried out from time to time at sole discretion of CGI (**“CGI Policies”**), and the applicable rules and regulations in force from time to time and will also be required to sign and abide by the **Code of ethics** and conduct as elucidated by the Company as part of your performance appraisal process. Any breach of the guidelines or the terms and conditions of employment may result in termination of your services without notice or compensation.
  - a) You will not carry on any business other than for the Company or enter for any part of your time in any capacity in the services of other person or persons and company or companies. You will devote your whole time and attention to your duties to promote the interests of CGI and you will not utilize or divulge to any person or persons any of our trade secrets or confidential information.
  - b) In the course of your employment with CGI, you shall not, without the previous written consent of CGI and which consent CGI may in its absolute discretion and without assigning any reason, withhold and/or refuse to accord directly and/or indirectly solicit and/or engage in the collection and donations for any trust or other organizations and/or institutions for charitable work and/or any other purposes and person/s and/or bodies corporate/institutions with whom you come into contact and/or have dealings with in the course of employment with CGI.
  - c) During your employment with CGI and perpetually thereafter, you will not transmit, disclose or otherwise use confidential information related to CGI, the affiliates or group companies of CGI, or the clients of CGI or its affiliates and group companies, to any unauthorized person, except as may be required in the course of discharging your duties in connection with CGI’s business. Confidential information means and includes information which is confidential and proprietary to CGI and its affiliates and group companies, and/or to certain third parties with which CGI has relationships, and disclosed to or obtained by you from CGI and/or such third parties, whether (without limitation) in graphic, written, electronic or machine readable form on any media or orally and whether or not the information is expressly stated to be confidential or marked as such and includes, but is not limited to information of value or significance to CGI and/or its competitors (present or potential) including but not limited to CGI’s intellectual property; client names; project related information; content; data; techniques; plans; designs; programs; customer information; identity and job descriptions of CGI’s personnel; organizational structure; financing relationships or terms; service provider or vendor relationships or terms; processes; methodologies; compensation or bonus data; the terms of this appointment letter; or any other information, not in the public domain pertaining to the business or affairs of CGI; but does not include information that is in the public domain other than by your breach of this appointment letter and/or of any other agreement to which you are bound by. You will not divulge confidential information to anyone, including family, friends, and especially others in the same or similar competing businesses. You will sign a Confidentiality and Non-Disclosure Agreement to protect CGI’s confidential information at the time of your onboarding and anytime upon request during your employment with CGI. If you are bound by a confidentiality agreement with a previous employer, you must notify the Company and indemnify the Company against any breach thereof.



- d) For the purpose of representing and improving the company's brand image and being able to interact with senior level decision makers in the industry in a satisfactory manner, you are required to follow the following norms:
- i. Maintain complete confidentiality and high level of integrity in all your actions performed on behalf of the company
  - ii. Practice high level of professionalism in business etiquettes, selection of attire, choice of language in conversation and documents, meeting commitments and in overall conduct; and
  - iii. You shall help in maintaining congenial, disciplined, participative and supportive work environment to encourage team spirit and high performance standards.

- e) **Intellectual Property:** You irrevocably, absolutely and perpetually assign to the Company worldwide right(s), title(s), and interest(s) under any statute or common law including patent rights; copyrights including moral rights; trademarks, designs, anywhere in the world, whether negotiable or not in respect of your contribution(s) during the term of the employment, free from encumbrances of any kind for the full term of each and every such right, including renewal or extension of any such term. All of the Intellectual Property (created solely or jointly with others) given, disclosed, created, developed or prepared in connection with your employment with the Company shall be deemed to be 'work for hire' and/ or inventions developed in the course of employment with the Company within the meaning of the copyright laws of all jurisdictions, including and without limitation, India, and the Company shall be deemed to be the sole author thereof in all jurisdictions for all purposes. If under any applicable law, any results and proceeds of your services are not deemed to be works and/ or inventions developed in the course of the employment with the Company, then to the fullest extent allowable and for the full term of protection otherwise accorded to you under such applicable law, you hereby assign and transfer to the Company any/all right(s), title(s), and interest(s) in such works and/ or inventions. You further irrevocably, absolutely and perpetually assign to the Company the worldwide rights in respect of: (a) any licences, permissions and grants in connection with any Intellectual Property therewith; (b) applications for any of the foregoing and the right to apply for them in any part of the world; (c) right to obtain and hold appropriate registrations in Intellectual Property, (d) all extensions and renewals thereof; and (e) causes of action in the past, present or future, related thereto including the rights to damages and profits, due or accrued, arising out of past, present or future infringements or violations thereof and the right to sue for and recover the same. Further, you hereby agree to waive any right to and refrain from raising any objection or claims pursuant to Section 19(4) and Section 30-A of the Copyright Act, 1957.

For the purpose of this agreement, "Intellectual Property" includes ideas, concepts, creations, discoveries, inventions, improvements, know how, trade or business secrets; trademarks, service marks, designs, utility models, tools, devices, models, methods, procedures, processes, systems, principles, algorithms, works of authorship, flowcharts, drawings, books, papers, models, sketches, formulas, teaching techniques, electronic codes, proprietary techniques, research projects, and other confidential and proprietary information, computer programming code, databases, software programs, data, documents, instruction manuals, records, memoranda, notes, user guides, in either printed or machine-readable form, the whether or not copyrightable or patentable, or any written or verbal instructions or comments.

- f) You will be responsible for the safekeeping and return in good condition all the Company property and all material or documents (including reproductions and excerpts) containing Confidential Information and any letter of authority or power of attorney issued to you, which will be in your use, custody or charge.

- **Non-solicitation:** During your period of employment with CGI and for a period of twelve (12) months commencing from the last day of your employment with CGI, you will not directly or indirectly: (i) solicit any employee of CGI to terminate his/her employment with CGI, or to accept any other employment; and/or (ii) solicit or do business with any clients or customers or potential clients or customers of CGI with whom you have had dealings during the last twelve (12) months of your employment with CGI.
- **Communication:** Please approach your immediate supervisor for any queries pertaining to project or organization related concerns, suggestions which you may have from time to time. In addition, the HR team is always available to discuss any of your needs or suggestions.
- **Shift:** You shall have no objection to work on shift / staggered duty in case business warrants that. Please note that it is management's prerogative to decide which member will work on shift and management's decision in this regard will be final. Your project will also decide the shift allowance that will be payable and will be based on project requirement. This will be governed by the existing Shift Allowance Policy.
- You may be required to travel on Company work and you will be reimbursed expenses as per Company Policies.

- **Unauthorized absence from work:** Your unauthorized absence from work for a continuous period of more than three days without leave or obtaining your manager's approval will be treated as absconding from duty, triggering disciplinary action. In the event, that you do not report for work within eight days from the date of unauthorized absence it will be treated as "voluntary abandonment of service" and it shall be deemed you are no longer interested in the employment and your employment will be terminated. In such an event you shall be liable to refund the salary in lieu of shortfall in notice period and other dues payable to the Company, as specified.
- **Termination of employment:**
  - i **Termination without cause:** Your services may be terminated at any time by either side by giving fifteen days' written notice or salary in lieu thereof during the Probationary Period and **Two month's written notice** or **Two month's salary in lieu thereof** after confirmation of employment with the Company. Whilst the Company reserves the right to release you upon your resignation prior to conclusion of your notice period with or without paying notice pay for the balance notice period, decision to allow notice pay in lieu of notice is at the sole discretion of the management. If you decide to leave without completing due notice and handing over formalities as per the requirement of CGI; you will not be eligible to get any certificates which indicate employment with CGI immediately or in future. No references will be entertained from any authority/institution seeking details of your case.
  - ii **Termination for Cause:** Notwithstanding anything contained in this appointment letter, the Company may terminate the employment contemplated hereunder at any time without requiring to serve notice period or payment in lieu of notice period, for 'cause'. For the purpose of this Agreement 'cause' shall include:
    - (a) inattention or negligence in the performance of duties and obligations under this appointment letter;
    - (b) repeated failure to comply with lawful directions of the Company and its officers;
    - (c) conviction in a criminal case or framing of charges in a criminal case;
    - (d) breach of the terms of this appointment letter and breach of representations and warranties contained herein;
    - (e) unethical business conduct;
    - (f) breach of any statutory duty or for any act or omission adversely affecting the goodwill, reputation, credit, operations or the business of the Company;
    - (g) fraud, misappropriation or dishonesty in respect of the property or the business of the Company;
    - (h) commission of any act not in conformity with discipline or good behaviour or acceptance of any illegal gratification;
    - (i) habitual neglect of your work or gross or habitual negligence in the performance of your duties;
    - (j) unauthorised disclosure of any Confidential Information of the Company; and/or
    - (k) any act or omission that could be construed as misconduct under applicable law.
  - iii **Termination for ill-health or disability:** If you, at any time, are prevented from ill-health or accident or any physical or mental disability from performing your duties hereunder, you shall inform the Company, either through yourself or any of your relatives, and supply it with such details as it may require and if you are unable by reason of ill-health or accident or disability, for a period of 60 days or more to perform your duties hereunder, the Company may forthwith terminate your employment.
  - iv **Project Engagement:** You understand and acknowledge that the business of the Company is dependent on the projects that it receives from its clients and that you have been employed to primarily work on such projects. If the project that you are working on requires a lower headcount or is winding up, you will no longer be required to work on such project. You will be informed at least 30 days prior to the date from which you will no longer be required to work on such project. In the event that either CGI or you are unable to find an alternate project that you can be staffed on within 45 days of your last project, your employment shall be deemed redundant and shall be terminated in accordance with applicable law and the terms of this letter. Notwithstanding the foregoing, you expressly agree that if you refuse two or more opportunities that are offered to you by CGI to be placed on an alternate project, it shall be deemed that you are voluntarily resigning from your employment with CGI. You understand and acknowledge that if you fail to upskill / reskill as required by and to the satisfaction of the Company, the Company will not be able to place you on an alternate project. Being placed on an alternate project is subject to availability of roles and your skill sets, and is not an obligation of the Company.
- You may be assigned to certain engagements that require Knowledge Transfer from client/other BU's/members within the engagement. During assignment or after obtaining such Knowledge Transfer, you are required to serve the stipulated rotation period. This is in addition to the notice period requirement mentioned above.
- **Non-Competition:** During the term of your employment with CGI, you shall not directly or indirectly compete with CGI in any manner whatsoever.



- **Restriction of Employment with Client/Customer:** For a period of twelve (12) months following the end of your employment with CGI, you agree not to, directly or indirectly, as employee, consultant or otherwise, work for or provide services or trade in goods, whether solely or with others, whether as an employee, officer, director, agent, partner, consultant, member of any company or other commercial enterprise or otherwise, to clients or customers or with any competitor or any organization where you have been taken or sent for training, deputation or secondment or professional work by the Company or to whom you provided services on CGI's behalf during the last twelve (12) months of your employment with CGI.
- You will keep us informed of any change in your residential address/contact details.
- If you resign from the service or your employment is terminated for any reasons before completing one (1) year of service, you will fully reimburse the Company, the joining bonus, transition bonus, retention bonus, notice pay and relocation expenses, if any.
- It is your responsibility to notify the Company of any changes in your personal information within three working days. It shall also be your responsibility to notify the Company of any legal action or suit, whether in the nature of civil or criminal initiated against you. Additionally, you shall also be responsible for notifying CGI of any proceedings which may impact your ability to fulfill your job responsibilities. Your failure to notify the above details will result in breach of the appointment terms. All notices shall be considered duly and properly delivered to the address on file with the Company.
- You will retire from the services of the Company on attaining the age of superannuation. The retirement age in CGI is sixty (60) years.
- The benefits as outlined herein and in CGI policies are subject to change at the Company's discretion. You will be entitled to leaves in accordance with the Company's policy as applicable from time to time.
- Upon your resignation or retirement from the Company or termination of your services, you are required to return all assets and property of the Company including but not limited to documents, machines, data, files, books etc. (including but not limited to leased properties).
- We provide support to global customers from various locations in India & abroad to suit customers' differing time needs including 24x7 bases. You may be asked to operate from any of the CGI locations and in any of the shifts, including night shift, at the sole discretion of management, as may be required by the Company keeping in mind business needs and deliverable requirements to customers. Your work schedule will be provided to you by your Manager / Supervisor upon your joining. Your weekly off days may not be on weekends.
- You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- **Condition of Hire:** Your appointment is contingent upon satisfactory reference & background checks including verification of your application materials, education and employment history. CGI will conduct background checks to verify your identity, education, professional qualifications, employment history and references (Level 1), and will include, depending on the nature of your position or at a client request, a criminal record check (Level 2) and credit verification (Level 3) if you have access to CGI and/or client sensitive or critical information, facilities or assets and/or your role requires handling of financial transactions. In addition, during the course of your employment on need basis or on a recurrent basis every 5 years and in a context of change of role, a complete re- verification including background checks as per CGI policies including without limitation, criminal record checks (Level 2) and credit verifications (Level 3) may be conducted, if applicable. Also, dual employment checks could be conducted at any time during the course of your employment. By signing this Employment Agreement, you are providing a free, informed and ongoing consent to all such verifications before and during the course of your employment as per CGI's policies and you agree to sign any forms required for such verifications at the appropriate time. Successful clearance of background verification is a mandatory requirement for employment confirmation. Unsuccessful clearance of background verification will lead to termination of employment without notice. CGI reserves the right to audit the submitted educational & previous work experience(s) documents at any point of your tenure in CGI, as part of which you are obligated to furnish any/all of such relevant documents on demand. Failure to furnish the same and / or the submitted education & work experience proving to be false or unverifiable as per CGI standards, may lead to termination of employment without notice. The basis of the offer is authentic and verifiable education and work experience as per CGI standards. You are accountable for providing documents that enable appropriate authorities in the relevant educational institution(s) and previous employer Organization(s) to validate your claims. CGI is not liable for the inability of the aforementioned authorities to validate your credentials basis your submissions. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer.
- If any information furnished by you in your application for employment or during the selection process is found at any time during your employment to be incorrect or false, and/or if you have suppressed any material information; the Company may terminate your services without notice or compensation



- **Data Protection and Privacy:** The Company may, in connection with your employment, receive personal data relating to you or third parties associated with you (such as spouse or children). Such data may be received directly from you or from other sources, and some personal data may be recorded directly or indirectly by internal security systems (such as CCTV cameras) or by other means. The Company may process such data for relevant and limited purposes. By agreeing to employment with CGI, you hereby expressly consents to the following:
  - (a) the processing of your personal data by the Company or such third-party appointed by the Company;
  - (b) the collection and processing of sensitive personal data or information (as defined under applicable laws) about you for limited purposes;
  - (c) the transfer worldwide of personal data held about you by the Company to other employees and offices of the Company's worldwide organization and to third parties where disclosure to such third parties is required in the normal course of business or by law; and use of your personal images and voices in marketing material, videos, etc.; and
  - (d) treating any personal data to which you have access in the course of your employment strictly in accordance with the Company's policies and procedures and not using any such data other than in connection with and except to the extent necessary for the purposes for which it was disclosed to you.
- Subject to insurance policies that the Company may have and other statutory insurances, you may be eligible to receive compensation under the Employees Compensation Act, 1923, for injuries arising out of and in the course of employment.
- Women employees of the Company shall be entitled to maternity leave in accordance with the Maternity Benefit Act, 1961 (as applicable), i.e., eligible women employees shall be entitled to 26 weeks of maternity leave for the first 2 surviving children, and 12 weeks of maternity leave for every subsequent child
- Your designation may be changed at the discretion of the Company depending on the work assigned to you
- Your **Total Experience** will be part of our professional records

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Total Experience = Relevant Experience + Weighted/ Non-relevant Experience

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0.0 Yrs. = 0.0 Yrs. + 0.0 Yrs.

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Relevant Experience = Total number of months the candidate has worked on the skill/role for which the candidate is being hired in CGI

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Weighted Experience = A weighted percentage is given to your non-relevant experience, either to your role or skill, for which you are being hired in CGI

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- Any and all of the terms and conditions of service may be modified or changed at the Company's discretion. Breach of any one of the conditions will render you liable to termination of your employment without notice.
- This letter supersedes all oral or written communication exchanged between you and CGI prior to the date of this letter and commitments, if any, made during the selection process. You acknowledge that you have read and understood the terms and conditions of this offer letter and to confirm your acceptance of this offer letter, please sign in on all the pages & in the space specified below and return the signed copy to CGI on your onboarding day.
- If any provision of this letter is held to be unenforceable, the remaining provisions shall remain valid, binding and in full force to the maximum extent possible. If any portion of this letter is held to be unreasonable, such provision shall be given effect to the maximum extent possible by narrowing or enforcing in part that aspect of the provision found overbroad or unenforceable.
- Your employment with the Company and this letter shall be governed by and construed and enforced in accordance with the laws of India, without regard to conflicts of laws. You agree to the exclusive jurisdiction and venue of the courts in Bangalore for the resolution of all disputes arising under this letter.
- No waiver by the Company of any breach of this letter shall be valid unless in writing and signed by the Company. The waiver by the Company hereto of any provision of this letter shall not operate or be construed as a waiver of any subsequent breach by you, nor shall any waiver operate or be construed as a rescission of this letter



- You shall, at all times during the course of your employment with the Company (and even after its termination) agree to indemnify and keep indemnified the Company, as the case may be, against all losses, damages, claims, interests, costs, expenses, liabilities, proceedings and demands which the Company may suffer or incur or which may be made against the Company as a result of any misrepresentations or breach of this letter, acts or omissions by you during the course of employment.
- You shall not at any time without limitation, publish or communicate any disparaging remarks, comments or statements concerning the Company, its holding company, group companies, affiliates or associate companies or any of their respective shareholders, directors, officers or employees. For this purpose, 'disparaging' means any remarks, comments or statements that impugn the character, honesty, integrity, morality, or business acumen or abilities in connection with any aspect of the operation of business of the Company, or reflect negatively upon, the individual or company being disparaged.

- Base Compensation Components:**

Designation: Associate Software Engineer		
Date of Joining: 24 July 2024		
Pay Components	Monthly (INR)	Annual (INR)
Basic (Inclusive of D.A.)	21,500	258,000
Flexible Compensation Plan <sup>1</sup>	6,136	73,632
<b>Base Compensation</b>	<b>27,636</b>	<b>331,632</b>
Provident Fund <i>Company Contribution</i>	2,580	30,960
Gratuity Fund Contribution	1,034	12,408
<b>Gross Compensation</b>	<b>31,250</b>	<b>375,000</b>
Share Purchase Plan <i>Company Contribution</i> <sup>2</sup>	829	9,948
Profit Participation Plan <sup>3</sup>	553	6,636
<b>Total Target Earnings</b>	<b>32,632</b>	<b>391,584</b>

- <sup>1</sup>**Flexible Compensation Plan:** Option to allocate to components like Meal Vouchers, Conveyance, National Pension Scheme, LTA etc
- <sup>2</sup>CGI will contribute towards **Share Purchase Plan (SPP)**: As part of our ownership culture, we enable those who join CGI to become an owner through our Share Purchase Plan. It is an opportunity for you to buy shares in CGI, become an owner, and benefit from any long-term appreciation in the CGI share price. When you choose a percentage to contribute, CGI will match your contribution 100% (up to **3%** of your Base Compensation). Contributions are done on a monthly basis towards the purchase of CGI shares, and you can start, stop and change your contribution at any time. Only those members who enroll for this benefit are eligible for receiving the company contribution & will need to contribute an equal amount on a monthly basis towards the purchase of CGI shares.
- <sup>3</sup>**Profit Participation Plan:** This plan distributes a portion of our profits based on the achievement of CGI's financial objectives, as well as individual performance. The Target Profit Participation Plan (PPP) is at **2%** of Base Compensation on pro rata basis and can be more or less basis the performance of CGI, performance of Business Units and performance of Individuals. All regular members employed as of Jun 30th of CGI Inc. fiscal year (Oct-Sept) are eligible and should be active on rolls as on Dec 31st to receive the payout. The Corporate guidelines of PPP may be amended from time to time  
Eligible members will be paid statutory bonus as per the provisions of the Payment of Bonus Act, 1965. Where members are eligible for both statutory bonus as well as the PPP, the company shall deduct from the PPP allocated to a member the amount of statutory bonus payable under the Act for such corresponding period and the difference will be paid as the actual PPP

In addition to the above you are eligible for:

- INR 25,000/-** towards annual insurance premium to cover self, spouse & up to two dependent children under Group MediClaim Insurance and to cover self under Group Personal Accident Insurance & Group Term Life Insurance

The tax liability arising out of the above payments now or in the future, due to changes in income tax provision shall be borne by you



I look forward to your acceptance of this offer and to welcoming you to our team. I am confident that in this new role, you will make a valuable contribution to CGI and our continued success.

Yours sincerely

**For CGI Information Systems and  
Management Consultants Pvt. Ltd.,**

A handwritten signature in black ink, appearing to read 'S Pradhan', is positioned above a horizontal line.

**Sarika Pradhan  
Vice President Corporate Services**

I have read the terms and conditions of employment and the contents of the employment agreement and in token of my acceptance; I duly acknowledge the receipt of the letter of employment.

Please sign below to confirm that you agree with the terms and conditions stated in this letter.

\_\_\_\_\_  
**Signature & Date**



**Annexure-A**

We request you to bring the originals, on your date of reporting to CGI for verification.

*Please note that the below documents are mandatory for **CGI's personnel records** and will be subjected to **background verification**. Non submission of these documents will impact your profile and records needed to manage your career effectively within CGI and may also have serious impact on project and client requirements, hence your cooperation in this is crucial.*

#	Documents
1	Acceptance copy of CGI's appointment letter signed by you on all pages
2	Valid Work Permit issued by Government of India, if applicable
3	Passport (all pages – wherever the entries are made)
4	Income-Tax Permanent Account Number Card (PAN Card)
5	Passport size photograph – 05 nos.
6	10th class mark sheet & certificate
7	12th class mark sheet & certificate
8	Bachelor degree mark sheets (all semesters)
9	Bachelor degree certificate / convocation certificate
10	Master degree mark sheets (all semester)
11	Master degree certificate / convocation certificate
12	Diploma mark sheets (all semesters)
13	Diploma certificate
14	Any other certificates
15	Appointment letter, pay slip, relieving letter & experience certificate of all previous Co.
16	Present company's appointment letter
17	Present company's relieving letter & resignation acceptance letter from HR
18	Present company's experience certificate
19	Present company's salary slip with employee number (last two months)
20	Aadhaar / Voters ID / Driving License / Rental agreement /Bank passbook (address page only)
21	Blood group and RH type report



**ANJANI N**

Dear **ANJANI N**

On behalf of CAI Info India Private Ltd., I would like to reconfirm our verbal offer of employment as a **"Jr. Software Engineer"** for an annual CTC of Rs. 4,00,000.00 (Rupees four lakh only) beginning on your anticipated start date, Monday, February 05, 2024. This will be paid to you monthly at the end of each month in increments of Rs. 25,000.00 (gross monthly CTC).

Special Clauses:

- During the period of your employment, the Company may at any time assign or transfer you to any location in the world where the Company/its clients has its establishment. In such an event, you shall be entitled to allowances in accordance with the policies of the Company.
- If you do not have an existing account with ICICI Bank, you will be required to establish one within 2 weeks of your first pay.
- You shall be considered for the next financial review in 2025.

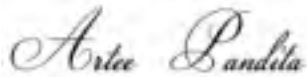
You are required to bring the following documents at the time of reporting for employment: -

- Last updated resume
- Latest passport size photograph
- A copy of Educational Certificates for all years of education and mark cards -
- Copy of passport
- Form 16

Please sign the bottom portion of this letter indicating your acceptance of this position and return the same immediately. You will be issued an appointment letter upon your acceptance of this offer letter.

Thank You and Welcome.

Yours Truly, Accepted By:



**Artee Pandita** \_\_\_\_\_  
**Director-Human Resources**

Divyasree Towers, Floor 5, Guruppanapalya  
Bannerghatta Main Road, Bangalore-560029  
[www.cai.io](http://www.cai.io) [inquire@cai.io](mailto:inquire@cai.io)



Detailed CTC Breakdown:

Description	Monthly	Yearly
Basic	INR 13,750.00	INR 1,65,000.00
HRA	INR 5,500.00	INR 66,000.00
Conveyance	INR 300.00	INR 3,600.00
Medical Allowance	INR 700.00	INR 8,400.00
Statutory Bonus	INR 2,500.00	INR 30,000.00
Provident Fund	INR 3,300.00	INR 39,600.00
Gratuity	INR 661.38	INR 7,936.50
Special Allowance	INR 788.63	INR 9,463.50
<b>Total</b>	<b>INR 34,000.00</b>	<b>INR 4,00,000.00</b>

Accepted By:

---

Divyasree Towers, Floor 5, Guruppanapalya  
Bannerghatta Main Road, Bangalore-560029  
[www.cai.io](http://www.cai.io) [inquire@cai.io](mailto:inquire@cai.io)

**CAI Info India Private Limited**

080 -45340400



## **OFFER LETTER**

5<sup>th</sup> February 2022

ANKITHA  
CHOWDARY H

CMR University

Dear ANKITHA CHOWDARY H,

We are pleased to formally confirm your internship offer with Genpact. The duration of the project will be **20** weeks beginning **12<sup>th</sup> February 2022** working with us on Project - **Ryan Specialty**.

You will be required to apply and maintain the highest standards of personal conduct and integrity and comply with all Genpact policies as may be applicable. Any violation of the same can result in this offer being withdrawn without any notice.

Please feel free to contact HR Manager – **Kumari, Neha** [neha.kumari2@genpact.com](mailto:neha.kumari2@genpact.com) in case of any clarifications.

Once again, we are delighted to have you on board and hope you have a rewarding and enriching experience with Genpact.

Congratulations and welcome to the team!

Yours Sincerely,

**Ritu Bhatia**

Senior Vice President -Recruitment, India

Human Resources  
Genpact Phase 5 Office  
Gurgaon- 122002  
[www.genpact.com](http://www.genpact.com)

ANKITHA CHOWDARY H

Genpact, 2022



## **Annexure 1- Joining Documents**

Please carry the following documents with you and furnish them at the time of Orientation and joining your business.

Joining will not happen without these documents:

1. **Internship Offer Letter**
  - a. Please bring a signed copy & handover to the Business HR Manager
  - b. Kindly sign both the pages with full signatures
2. **Photo ID**
  - a. One of the following: Voters ID, driving license, Passport, Aadhaar Card, PAN card or XII Board Hall ticket (Class XII Hall tickets will be accepted only for those candidates joining straight after school and don't have any other document)
3. **Address proof**
  - a. One of the following: Passport, Voters ID, Electricity bill (latest) of Self or Parents, Water Bill (latest) of Self or Parents, Bank Statement (Latest), Telephone landline bill (Latest) of self or Parents or Current lease deed- with you or Parents as lessee or co lessee



## Welcome to Wipro's Work Integrated Learning Program ("WILP")

**Work Integrated Learning Programme**  
**Wipro Limited, Dodda Kannelli**  
**Sarjapur Road, Bengaluru - 560 035.**  
**Phone: (080) 28440011/12, Fax: (080) 28440256**

Dear Ankitha H,

### **Sub: Enrolment letter to Wipro's Work Integrated Learning Program ("WILP") as Scholar Trainee – Work Integrated Learning Program**

Welcome to WILP!

With reference to your application, it is our pleasure to enroll you as a Scholar Trainee – Work Integrated Learning Program. This is a scholarship program customized as a robust academic and training program which will enable you to obtain M-Tech degree from one of the premier engineering institution / University in India.

The duration of the academic program shall be 48 months from the **date of enrolment to the academic program**. You will be enrolled into the academic program within 12 months from date of joining. Your date of joining will be intimated through a separate communication.

We hope you enjoy the learning with WILP and have an enriching experience being a part of Wipro Limited ("Wipro or "Company").

Please read through the terms and conditions of your enrolment as provided below.

We look forward to having a long and fruitful relationship with you at WILP, Wish you all the best!

Yours sincerely,  
For **Wipro Limited**,

**Aparna Shailen**  
**General Manager - Human Resources**

#### **Endorsement**

I accept the enrolment and the terms and conditions thereof as specified below. I shall report for undergoing study on

#### **Terms & Conditions of Scholarship**

##### **1. PROFILE:**

You have been selected to be a part of Wipro's WILP and are enrolled as a Scholar Trainee- Work Integrated Learning Program. Upon joining WILP, you will have to undergo a "Project Readiness Program" ('PRP') that prepares you to participate in projects at the Company as part of this learning program. This robust academic program will also enable you to obtain **M-Tech degree from one of the premier engineering Institution / University** upon successful completion of the course.

##### **2. DURATION:**

The duration of your academic program will be for a period of 48 months from the date of enrolment to the academic program. You will be enrolled into the academic program within 12 months from date of joining. Unless the Company extends the period of your study in writing, which is done solely at the discretion of the Company, your enrolment would automatically terminate at the end of the stated 48 months.

In case the Company extends the academic period (in writing) you will continue to be enrolled as a Scholar Trainee – Work Integrated Learning Program with WILP.

### 3. Appointment details:

We provide support to our global customers through various Company locations in India to suit customer requirements by operating 24x7. You would be operating from any of these locations and in any of the shifts, including night shift, as may be decided by the Company, keeping in mind the business needs and deliverables to customers.

### 4. Scholarship/Stipend and Benefits

During your period of enrolment, you would be entitled to a consolidated monthly scholarship.

Apart from the monthly scholarship, the Company will provide you with life & accidental insurance that would include a cover for you, the premium / cost will be taken care of by Wipro. This is a voluntary benefit offered by the Company and the details of the same are listed below.

- i. A Group Personal Accident Insurance (GPAI) coverage of **Rs.12,00,000/-**. You could also choose to get additional coverage for a nominal and highly negotiated premium. More details on the policy are available in My Policies section in myWipro, the HR portal at Wipro.
- ii. Group Life Insurance coverage of **Rs.14, 00,000/-**. This sum insured is inclusive of cover as per EDLI (Employee Deposit Linked Insurance). You can also get an extra coverage for a nominal and highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

In addition to the above, you are also eligible for medical insurance cover towards hospitalization.

You are eligible for a floater coverage of Rs.2,00,000/- per annum for family (self, spouse & children) towards hospitalization. There will be a deduction from your monthly scholarship/stipend depending on your marital/family status towards the base sum insured premium. 10% of the claim amount would need to be borne by the employee/Scholar trainee.

Base Medical insurance is to be availed by the employee as default. It is accounted for in deductions as a nominal monthly charge. Top-Up cover is voluntary and charged as applicable during renewal timelines.

If you wish to enhance the coverage, a top up cover option is also available for a highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

The below table lists down your scholarship details:

Period	Scholarship	ESI	Consolidated Scholarship (Rs. Per Month)
First year	15000	488	15,488/- (*)
Second year	17000	553	17,553/- (*)
Third year	19000	618	19,618/- (*)
Fourth year	23000	0	23,000/- (*)

(\*) You shall be responsible for payment of all statutory contributions, taxes, dues and levies as may be required under the relevant laws including contributions under Employees' State Insurance Corporation Act (**at 0.75% of your Scholarship**) as and when applicable to you. Such contributions, taxes, dues and levies where required, shall be deducted from your Scholarship and benefits according to applicable laws and regulations.

Your fourth-year scholarship will continue until completion of your M-Tech program. Your enrolment into the MTech academic program within 12 months from date of joining.

You shall be eligible to receive a onetime "joining bonus" of Rs.75,000 after you join Wipro along with your first month salary. All applicable taxes on the payment of this amount will be borne by you. Please note in the event you leave the organization within 12 months from the date of joining, payment processed under Joining bonus shall be recovered from the employee at the time of exit.

The enhancement of the scholarship at the end of each academic year of study will be at the discretion of the Company and subject to your satisfactory progress of study, acquisition of skills, behavior, regularity and punctuality in attendance. Your continued enrolment in the course, will be at the discretion of the Company, and is subject to satisfactory academic performance and other requirements as prescribed in the WILP portal.

In case your project performance at any stage is not found to be at par with the requirement of WILP, then you would be placed on performance improvement program (PIP). If you fail to successfully complete the PIP, the Company may at its sole discretion discontinue your enrolment in the WILP program.

#### **Book Allowance:**

A Book Allowance of Rs.1,250/- will be provided to you per semester. This allowance will be given every semester except the last semester when you will be engaged in dissertation. The allowance will be paid to you centrally along with your scholarship during the course of each semester. The allowance will be subject to tax. Book allowance is applicable and paid only when you are registered for the semester.

#### **5. Training Agreement:**

- i. This letter of enrolment is subject to the execution of a training agreement in the prescribed proforma with Wipro Limited, Sarjapur Road, Doddakannelli, Bengaluru-560035 on or before joining the program ("Training Agreement").
- ii. This Training agreement shall be for a total period of 60 Months where you will be mentored for developing your skills and knowledge. This included technical training, in various formats, both online and offline and practical experience in various projects. The Company invests on your behalf for the cost of these trainings. Should you discontinue the WILP program or your enrolment with WILP is cancelled for any reason whatsoever before the completion of 60 months from the date of joining, the training expenses of Rs.75,000/-(Rupees Seventy five thousand only) will have to be paid by you as detailed in the Training Agreement.

#### **6. PROJECT READINESS PROGRAM (PRP)**

Upon enrolment, you will have to undergo a Project Readiness Program (PRP) to prepare you to participate in projects. This is offered by Wipro's - Talent Transformation Department to all campus and off-campus selects. The broad objective of PRP is to equip you with the necessary knowledge and skills that will enable you to start working on real-life project work which is an integral part of the WILP.

#### **7. Regulations of Academic study:**

- i. You will be enrolled for M-Tech program with a renowned institution ("University") that collaborates with Wipro for WILP.
- ii. Course specialization includes but is not limited to Software Systems, Software Engineering, Information Technology, Computing Systems and Infrastructure Management, Data Analytics, IoT, Cloud, Digital & Cyber security, Embedded Systems.
- iii. Your specialization and enrolment would be decided based on prevailing business requirements and decision of the Company is final and binding.
- iv. You will not be able to change Specialization track after enrolment.
- v. Overall program duration is 4 years from date of enrolment of academic program.
- vi. As per the program structure, a WILP Scholar trainee will register and pursue 4 to 6 courses per semester over 7 semesters.
- vii. You will be required to submit a project work / dissertation in your final semester (8<sup>th</sup> semester of your program). This will enable you to advance your professional capabilities by applying concepts and techniques in projects.
- viii. Each course has multiple evaluation components. This includes an assignment component, quiz, mid-semester examination and comprehension examination. All evaluation components are mandatory for securing a pass grade in a course as prescribed by the partnering institution.

- ix. Contact classes are organized as per the handout and calendar prepared and shared by the University at the beginning of each semester. In the normal course, one session of 2 hours duration per course per contact class is organized.
- x. You will be called upon to undergo studies during the hours and days as may be fixed by the Company from time to time. Normally, the study hours would be from 9:00am to 6:00pm
- xi. The faculty will take attendance/circulate attendance sheets for every session. It is your responsibility to ensure that your attendances are recorded properly.
- xii. WILP Scholar trainees are expected to be on time for every session. Punctuality is non-negotiable and the faculty reserves the right to deny entry and attendance to late comers.
- xiii. Attending 75% of contact session is mandatory for each course to appear for examinations.
- xiv. Not attending classes for reasons like medical/on the job training /late coming/personal problems and other similar reasons would be treated as absenteeism.
- xv. Scholar trainees who fail to meet the minimum attendance criteria will not qualify for comprehension exams for any of the registered courses in that semester.
- xvi. For any reason, you are not able to meet the minimum attendance criteria or not complete the mandatory assignments / quiz / examinations in any semester, you are required to repeat the same semester as and when the next batch is organized. In such cases, rules and regulations governing academic programs at that time would be applicable. In addition, additional semesters fees are to be borne by you as prescribed by the University.
- xvii. At the end of each semester, the performance of each Scholar Trainee in a course, is specified as a letter grade which is obtained through a Relative Grading procedure
- xviii. Any Scholar trainee securing 3 or more cumulative fail grade at any point in time will be expelled from WILP Program.
- xix. The 8th semester of study is fully devoted for dissertation / project work
- xx. If a Scholar trainee's CGPA is less than 5.5, the Scholar trainee will not be permitted to register for the dissertation. He/she has to re-appear for exams and secure a CGPA of 5.5 before taking up the dissertation. Also, a Scholar trainee with an E grade in any course will not be permitted to register for the Dissertation
- xxi. Project / Dissertation work has to be carried out by each individual separately. Teamwork is not permitted.
- xxii. The dissertation has to be completed strictly as per the guidelines that are outlined by collaborating institution.
- xxiii. WILP Scholar trainees are expected to maintain decorum and discipline in line with Wipro's professional work culture and environment.
- xxiv. In cases where a Scholar trainee deviates from the expected behaviour as prescribed by the WILP and partnering institution from time to time , strict action will be taken and the decision of the WILP Team / faculty /, University would be final and binding.
- xxv. Breach of integrity will be dealt with sternly. Such Scholar trainees will be asked to discontinue their studies and also expelled from WILP program.
- xxvi. On successful completion of the study, you will be eligible to receive the M-Tech degree from the collaborating University, in recognition of your successfully completing the course.
- xxvii. All Scholar trainees of the WILP will be given testimonials at the end of the successful completion of the M-Tech degree program. The testimonial contains the timeline in the WILP and the kind of project works carried during this opportunity.

Mode of contact session, examination pattern and other academic program norms are subject to change based on the prevailing situation / University norms declared from time to time. Decision of the University would be final and binding.

## **8. Conflict of Interest:**

- i. During your enrolment period with the WILP, you will focus exclusively on the requirements of the program. In addition to your study and academic requirements, you are required to engage yourself exclusively in the work assigned by Wipro and shall not take up any independent or individual assignments (whether part time or full time, in an advisory capacity or otherwise) directly or indirectly without the express written consent of Head /



## Manager of WILP Academy

- ii. You shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any person who is involved in activities, which are or shall be in conflict with the interests of Wipro.
- iii. The Conflict of Interest Policy also refers to the need on your part, during your enrolment and for a period of one year from the cessation of your enrolment with WILP (irrespective of the circumstances of, or the reasons for, the cessation) not to solicit, induce or encourage:
  - a. Any student/scholar trainee of the WILP to abandon /withdraw their enrolment with the program or to accept enrolment and/or employment with any competitor, supplier or any customer with whom you have a connection.
  - b. Any employee of Wipro to terminate their employment with Wipro or to accept employment with any competitor, supplier or any customer with whom you have a connection.
  - c. Any customer or vendor of Wipro to move their existing business with Wipro to a third party or to terminate their business relationship with Wipro.
  - d. Any existing employee and/or student of WILP to become associated with, or perform services of any type for any third party.
- iv. In case of any conflict or doubt, please discuss the matter with Head / Manager of WILP, to understand Wipro's position on this and resolve the conflict.

## 9. Obligation and Responsibilities:

- i. During the study period you will be governed by the WILP regulations and instructions as may be modified, from time to time, in relation to conduct, discipline and other matters.
- ii. During your study as part of WILP, Company expects you to undergo study in the area in which you are placed, with a high standard of initiative and efficiency. This is critical and Company has zero tolerance towards any deviations.
- iii. You would not be allowed to seek membership of any local or public body without the written approval from the Head / Manager of WILP.
- iv. During the study period and thereafter, you would not be allowed to give out to anyone in writing or by word of mouth or otherwise, particulars or details of work - process, technical know-how, research carried out, security arrangements, or administrative and/or organizational matters of confidential or secret nature which you may come across during your academic study or become known to you by virtue of your undergoing study under WILP or otherwise.
- v. You are bound by all regulations, instructions and policies of the WILP and Wipro. These are updated / modified on a periodic basis and new policies may be introduced and notified to Scholar trainees from time to time and you will be bound to comply with the same.
- vi. In consideration of the opportunities, trainings and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by WILP/Wipro and in the course of your association with WILP. This covenant shall endure during your association and beyond the cessation of your association with WILP (irrespective of the circumstances of, or the reasons for, the cessation).
- vii. In connection with your association with Wipro as part of the WILP and during the term of your association upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business or academic session hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

During the period of academic study, if you develop or conceptualize inventions, ideas, concepts, discoveries, techniques and improvements (including without limitation computer software) solely or jointly with others in relation to the operation of the WILP / Wipro, such developments will be fully communicated to the WILP academy and will be the sole intellectual property of Wipro. You agree to cooperate in the execution of documents to facilitate the assignment of such intellectual property when required.

## 10. Confidentiality:

- i. In consideration of the opportunities, training and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by Wipro and in the course of your enrolment. This covenant shall endure during your enrolment and beyond the cessation of your enrolment with Wipro (irrespective of the circumstances of, or the reasons for, the cessation).
- ii. During your training on projects at Wipro, you will be expected not to use or disclose any confidential information, including trade secrets, of any former employer (if any) or other person with whom you have an obligation of confidentiality and by signing below you affirm that you have no conflicting obligations or non-compete agreements that would prevent you from working without limitation for Wipro.

## **11. Assignment of Intellectual Property**

In connection with your enrolment and during the term of your enrolment, upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

## **12. Posting**

During the initial study period, initially you would be made familiar with Wipro, but you may if needed be re-assigned or transferred to another division, department, establishment or new location where Wipro, has its office or operation and WILP classes are running in the particular location, in India, without enhancing the scholarship amount. On placement of this nature, you will also be governed by the disciplinary rules and regulations as applicable in that unit/branch. You may also be placed in any sister company of Wipro, for practical studies.

## **13. Misconduct:**

- i. In case you are charged with any misconduct or disciplinary issue during your study period, your enrolment with WILP may be temporarily placed on suspension without payment of scholarship amount, for such period as Wipro may deem fit. If the charges against you are proved to be true, your enrolment may be immediately cancelled, without any notice or payment of scholarship in lieu of notice notwithstanding any clause of this letter of enrolment. It is clarified that this clause is without prejudice to Wipro's rights to enforce the Training Agreement duly signed by you even after cancellation of your enrolment for whatever reasons as the case may be.
- ii. Notwithstanding the condition regarding written notice of termination and without prejudice to Wipro's right to enforce the Training agreement, Wipro shall have the right to terminate your academic study without any notice or payment of scholarship in lieu thereof, if any declaration given or information furnished by you to WILP/ Wipro is found to be false or if you are found to have willfully suppressed any material information.

**Please note that at any stage, whether during your selection process or upon enrolment with the WILP, if it is brought to our notice that you have indulged in malpractices or used illegal means to clear your online assessment, Wipro shall withdraw or revoke the enrolment and cancel the same with immediate effect and we reserve our rights to take suitable action against you as we may deem fit.**

## **14. Cancellation of Enrolment:**

Notwithstanding any of the clauses of this letter of enrolment, Company reserves the right at its sole discretion to cancel this enrolment during the study period without assigning any reason, by giving one month's (30 days) notice or one month's scholarship/stipend in lieu of notice.

## **15. Study Hours:**

- i. As a Scholar Trainee – Work Integrated Learning Program, you will be called upon to undergo studies during the hours and days as may be fixed by WILP from time to time as per the University requirements.
- ii. You would be assigned to any of the locations and any project work as part of your WILP as may be decided by the Company.
- iii. The full day lecture sessions will be held at any of Wipro's other establishments/outourced venue. You may also be called upon to attend academic study as and when required on holidays, as may be scheduled in accordance with the convenience of the organizing team of the WILP.
- iv. The university will plan contact classes in multiple format to suit the project work situations and university guidelines such as contact classes in ILT (instructor Led training) and / or VILT (virtual Instructor Led Training and Self-Directed / Recorded lecture sessions).

## 16. General:

- i. This letter of enrolment is subject to the condition that you have not provided us with any false declaration or wilfully suppressed any material information. If you have, you will be liable for cancellation of enrolment from the WILP without any prior notice.
- ii. The terms of this letter of enrolment may be specifically enforced legally, if required. In this connection, if any of the provisions of this letter are declared or found to be void or unenforceable due to any reason whatsoever, the remaining provisions of this letter shall continue in full force and effect.
- iii. These enrolment terms supersede and replace any existing agreement or understanding, if any, between Wipro and you relating to the same subject matter.
- iv. You warrant that you are not prevented by a court or by any other administrative or judicial order from enrolling under this agreement. In the event that you are not a citizen of the country of posting, you should have a valid work permit to work in the country of posting.
- v. During the period of enrolment you are required to comply with all policies of WILP and Wipro. These policies are updated / modified on a periodic basis and new policies may be introduced and notified to the Scholar Trainees from time to time. You agree to comply with all policies as modified from time to time.

## 17. On Completion/Cancellation of Academic Program:

- i. On Completion of the academic program or cancellation of your enrolment, as the case may be, you will immediately surrender to Wipro/ the Academy all specifications, formulae, documents, literature, drawings or records, etc. belonging to Wipro/ the Academy or relating to its business and shall not make or retain any copies of these items.
- ii. You are not eligible to receive testimonial certificate if you do not successfully complete the academic study in accordance with this letter of enrolment and the study scheme formulated by the Academy.
- iii. Wipro reserves the right to offer employment at its sole discretion to a Scholar trainee on successful and satisfactory completion of the academic study.

## 18. Acceptance of Enrolment Letter:

Upon accepting the above terms and conditions, you are required to return the duplicate of this letter of enrolment, duly signed by you as a token of your acceptance on the day of joining WILP program.

Please confirm that the above terms are acceptable to you and that you accept the enrolment by signing a copy of this letter of enrolment and submit the same on the date of joining.

## 19. Work Allocation:

As part of your work responsibilities, you may be assigned to work on certain projects/accounts or other assignments as may be deemed fit by the Company in its sole discretion. Refusal to accept and deliver on such assignments shall be treated as a refusal to work and may result in termination of your employment or other disciplinary action.

Yours sincerely,

For **Wipro Limited**,



**Aparna Shailen**  
**General Manager - Human Resources**

I have read, understood and agree to accept the enrolment on the terms and conditions herein.

I shall be present for the induction session on

## **ANNEXURE I**

### **CONFIRMATION ON SHARING PERSONAL INFORMATION (AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT, 2000)**

I Radheshyam Thakur, confirm that I am voluntarily sharing my Personal Information with Wipro Limited ('Wipro') being a part of WILP of Wipro for the following purposes:

- a. validating my application form and retaining records on the same for any future reference/verification;
- b. processing my application form including background verification checks;
- c. academic study related actions including record keeping, processing scholarship advance and benefits and any action required in the context of my enrolment with Wipro, being a part of WILP.

In this context, I also agree to the retention of such Personal Information by Wipro for any future reference/verification and authorize Wipro to transfer the same to a third party.

I understand that 'Personal Information' means any information, relating to me that is available with Wipro and is capable of identifying me."

## **ANNEXURE II**

I hereby confirm that I shall submit the required academic certificate including but not limited to mark sheet and Provisional or Convocation Degree Certificate within 3 months from my date of joining. I understand that my enrolment is subject to my aggregate meeting the Wipro eligibility criteria and submission of the above mentioned documents.

I hereby declare that all the particulars mentioned above are true to the best of my knowledge. In the event of my failure to submit the above mentioned documents or in case of any discrepancy, I shall be liable for termination of my enrolment with Wipro.

## **ANNEXURE – III**

### **INITIAL INDUCTION PROGRAM**

The Talent Transformation team at Wipro groom's campus selects to help them face the challenges of the corporate world.

A holistic 360 degree approach to training is adopted and helps them hone their fundamental computer skills followed by insights into Wipro businesses, process, technology and behavioural skills.

To understand and appreciate the mindset of the young Trainees and ensure that the transformation is smooth, the induction program is done by a team of dedicated professionals who have exposure to the academic and corporate sectors alike. Project Readiness Program (PRP) is a training program designed to address the basic learning needs of the Trainees.

#### **Corporate Readiness Program - CRP**

The CRP program is focused on making young Trainees comfortable in a corporate environment. This program starts with a corporate induction.

"EMERGE" a behavioural skills building training program ensures that the fresh Trainee start feeling at ease in the "corporate world". This activity based behavioural intervention informs the new entrants about the corporate work culture and business etiquette.

#### **Technology Readiness Program - TRP**

The technology training provides critical technical skills required to work on projects allocated to Trainees and prepare to face the demands of the project world. We begin doing this by familiarizing with Wipro's businesses and work environment.

The methodology of training is "Project Based Learning" (PBL) approach, the entire learning is designed around a series of projects that the recruits are expected to complete individually by learning and applying various topics required to complete the project. Starting with individual projects, the PBL approach ends with recruits working on a team project.

## **ANNEXURE – IV**

I have read and understood the terms of my enrolment letter. I agree and acknowledge that I am a Student/Scholar trainee with Wipro's WILP. I further undertake that I shall not represent to any person within Wipro or any other third

party that I am an employee of Wipro Ltd and I fully understand that such false representation shall entail severe disciplinary action including immediate cancellation of my enrolment.

### **Travel, Accommodation, Food & Other Miscellaneous Expenses**

#### **Travel**

- i. You would be entitled for Rs. 1500 from the date of appointment as a lump sum amount that will be credited with your first month stipend. You may utilize this amount towards Travel and you would not need to submit bills towards usage of this amount.
- ii. There is no provision for reimbursement/allowance towards any expenses incurred in lieu of attending training or classes at different locations in the same city.

#### **Accommodation, Food & other Miscellaneous Expenses**

- i. You would be entitled for Rs.400 per day for 8 days (total amount of Rs.3,200) from the date of joining. You may utilize this amount towards accommodation, food & other miscellaneous expenses. This would be paid as a lump sum amount that will be credited with your first month stipend and you would not need to submit bills towards usage of this amount.
- ii. If your posting location (the location where you would be based out of after training) is different from the training location (location where you undergo initial training), you would be entitled for the following:  
  
Settlement and Miscellaneous Expenses: Rs.1200 per day for 7 days (total amount of Rs. 8,400) from the date of reporting to the posting location. You may utilize this amount towards boarding, lodging, conveyance & other miscellaneous expenses.
- iii. Any location change after reporting to posting location will be treated as relocation/transfer and will be covered under the Transfer policy for Team Rainbow. For details you can refer the policy at myWipro-> My Policies -> India->My Travel>Transfer Policy-Team Rainbow.
- iv. Campus joiners would not be eligible for accommodation at the Wipro guest houses.

**Please note in the event that the employee leaves the organization within 6 months from the date of joining, all payments processed under Joining & Relocation Entitlements shall be recovered from the employee at the time of exit.**

**Skill Preferences 1 :** [DAAI -Cloud & Digital Database](#)

**Location Preferences 1 :** [Bangalore](#)

**Skill Preferences 2 :** [CEP-SAP-ABAP](#)

**Location Preferences 2 :** [Mysore](#)

**Skill Preferences 3 :** [Python App](#)

**Location Preferences 3 :** [Chennai](#)

☒ Accept ☐ Decline

☒ **Signature** [Radheshyam Thakur 25/1/2023 10:00 PM](#)

(checking the checkbox above is equivalent to a handwritten signature)

Registered Office:

**Wipro  
Limited**

**T :**+91 (80) 2844 0011

Doddakannelli

**F :**+91 (80) 2844 0054

Sarjapur  
Road

**E :**info@wipro.com

Bengaluru  
560 035

**W :**wipro.com

India

**C :**L32102KA1945PLC020800

26168298



## Welcome to Wipro's Work Integrated Learning Program ("WILP")

**Work Integrated Learning Programme**  
**Wipro Limited, Dodda Kannelli**  
**Sarjapur Road, Bengaluru - 560 035.**  
**Phone: (080) 28440011/12, Fax: (080) 28440256**

Dear Anna Asritha,

### **Sub: Enrolment letter to Wipro's Work Integrated Learning Program ("WILP") as Scholar Trainee – Work Integrated Learning Program**

Welcome to WILP!

With reference to your application, it is our pleasure to enroll you as a Scholar Trainee – Work Integrated Learning Program. This is a scholarship program customized as a robust academic and training program which will enable you to obtain M-Tech degree from one of the premier engineering institution / University in India.

The duration of the academic program shall be 48 months from the **date of enrolment to the academic program**. You will be enrolled into the academic program within 12 months from date of joining. Your date of joining will be intimated through a separate communication.

We hope you enjoy the learning with WILP and have an enriching experience being a part of Wipro Limited ("Wipro or "Company").

Please read through the terms and conditions of your enrolment as provided below.

We look forward to having a long and fruitful relationship with you at WILP, Wish you all the best!

Yours sincerely,  
For **Wipro Limited**,

**Aparna Shailen**  
**General Manager - Human Resources**

### **Endorsement**

I accept the enrolment and the terms and conditions thereof as specified below. I shall report for undergoing study on

### **Terms & Conditions of Scholarship**

#### **1. PROFILE:**

You have been selected to be a part of Wipro's WILP and are enrolled as a Scholar Trainee- Work Integrated Learning Program. Upon joining WILP, you will have to undergo a "Project Readiness Program" ('PRP') that prepares you to participate in projects at the Company as part of this learning program. This robust academic program will also enable you to obtain **M-Tech degree from one of the premier engineering Institution / University** upon successful completion of the course.

#### **2. DURATION:**

The duration of your academic program will be for a period of 48 months from the date of enrolment to the academic program. You will be enrolled into the academic program within 12 months from date of joining. Unless the Company extends the period of your study in writing, which is done solely at the discretion of the Company, your enrolment would automatically terminate at the end of the stated 48 months.

In case the Company extends the academic period (in writing) you will continue to be enrolled as a Scholar Trainee – Work Integrated Learning Program with WILP.

### 3. Appointment details:

We provide support to our global customers through various Company locations in India to suit customer requirements by operating 24x7. You would be operating from any of these locations and in any of the shifts, including night shift, as may be decided by the Company, keeping in mind the business needs and deliverables to customers.

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Apart from the monthly scholarship, the Company will provide you with life & accidental insurance that would include a cover for you, the premium / cost will be taken care of by Wipro. This is a voluntary benefit offered by the Company and the details of the same are listed below.

- i. A Group Personal Accident Insurance (GPAI) coverage of **Rs.12,00,000/-**. You could also choose to get additional coverage for a nominal and highly negotiated premium. More details on the policy are available in My Policies section in myWipro, the HR portal at Wipro.
- ii. Group Life Insurance coverage of **Rs.14, 00,000/-**. This sum insured is inclusive of cover as per EDLI (Employee Deposit Linked Insurance). You can also get an extra coverage for a nominal and highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

In addition to the above, you are also eligible for medical insurance cover towards hospitalization.

You are eligible for a floater coverage of Rs.2,00,000/- per annum for family (self, spouse & children) towards hospitalization. There will be a deduction from your monthly scholarship/stipend depending on your marital/family status towards the base sum insured premium. 10% of the claim amount would need to be borne by the employee/Scholar trainee.

Base Medical insurance is to be availed by the employee as default. It is accounted for in deductions as a nominal monthly charge. Top-Up cover is voluntary and charged as applicable during renewal timelines.

If you wish to enhance the coverage, a top up cover option is also available for a highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

The below table lists down your scholarship details:

Period	Scholarship	ESI	Consolidated Scholarship (Rs. Per Month)
First year	15000	488	15,488/- (*)
Second year	17000	553	17,553/- (*)
Third year	19000	618	19,618/- (*)
Fourth year	23000	0	23,000/- (*)

(\*) You shall be responsible for payment of all statutory contributions, taxes, dues and levies as may be required under the relevant laws including contributions under Employees' State Insurance Corporation Act (**at 0.75% of your Scholarship**) as and when applicable to you. Such contributions, taxes, dues and levies where required, shall be deducted from your Scholarship and benefits according to applicable laws and regulations.

Your fourth-year scholarship will continue until completion of your M-Tech program. Your enrolment into the MTech academic program within 12 months from date of joining.

You shall be eligible to receive a onetime "joining bonus" of Rs.75,000 after you join Wipro along with your first month salary. All applicable taxes on the payment of this amount will be borne by you. Please note in the event you leave the organization within 12 months from the date of joining, payment processed under Joining bonus shall be recovered from the employee at the time of exit.

The enhancement of the scholarship at the end of each academic year of study will be at the discretion of the Company and subject to your satisfactory progress of study, acquisition of skills, behavior, regularity and punctuality in attendance. Your continued enrolment in the course, will be at the discretion of the Company, and is subject to satisfactory academic performance and other requirements as prescribed in the WILP portal.

In case your project performance at any stage is not found to be at par with the requirement of WILP, then you would be placed on performance improvement program (PIP). If you fail to successfully complete the PIP, the Company may at its sole discretion discontinue your enrolment in the WILP program.

#### **Book Allowance:**

A Book Allowance of Rs.1,250/- will be provided to you per semester. This allowance will be given every semester except the last semester when you will be engaged in dissertation. The allowance will be paid to you centrally along with your scholarship during the course of each semester. The allowance will be subject to tax. Book allowance is applicable and paid only when you are registered for the semester.

#### **5. Training Agreement:**

- i. This letter of enrolment is subject to the execution of a training agreement in the prescribed proforma with Wipro Limited, Sarjapur Road, Doddakannelli, Bengaluru-560035 on or before joining the program ("Training Agreement").
- ii. This Training agreement shall be for a total period of 60 Months where you will be mentored for developing your skills and knowledge. This included technical training, in various formats, both online and offline and practical experience in various projects. The Company invests on your behalf for the cost of these trainings. Should you discontinue the WILP program or your enrolment with WILP is cancelled for any reason whatsoever before the completion of 60 months from the date of joining, the training expenses of Rs.75,000/-(Rupees Seventy five thousand only) will have to be paid by you as detailed in the Training Agreement.

#### **6. PROJECT READINESS PROGRAM (PRP)**

Upon enrolment, you will have to undergo a Project Readiness Program (PRP) to prepare you to participate in projects. This is offered by Wipro's - Talent Transformation Department to all campus and off-campus selects. The broad objective of PRP is to equip you with the necessary knowledge and skills that will enable you to start working on real-life project work which is an integral part of the WILP.

#### **7. Regulations of Academic study:**

- i. You will be enrolled for M-Tech program with a renowned institution ("University") that collaborates with Wipro for WILP.
- ii. Course specialization includes but is not limited to Software Systems, Software Engineering, Information Technology, Computing Systems and Infrastructure Management, Data Analytics, IoT, Cloud, Digital & Cyber security, Embedded Systems.
- iii. Your specialization and enrolment would be decided based on prevailing business requirements and decision of the Company is final and binding.
- iv. You will not be able to change Specialization track after enrolment.
- v. Overall program duration is 4 years from date of enrolment of academic program.
- vi. As per the program structure, a WILP Scholar trainee will register and pursue 4 to 6 courses per semester over 7 semesters.
- vii. You will be required to submit a project work / dissertation in your final semester (8<sup>th</sup> semester of your program). This will enable you to advance your professional capabilities by applying concepts and techniques in projects.
- viii. Each course has multiple evaluation components. This includes an assignment component, quiz, mid-semester examination and comprehension examination. All evaluation components are mandatory for securing a pass grade in a course as prescribed by the partnering institution.



- ix. Contact classes are organized as per the handout and calendar prepared and shared by the University at the beginning of each semester. In the normal course, one session of 2 hours duration per course per contact class is organized.
- x. You will be called upon to undergo studies during the hours and days as may be fixed by the Company from time to time. Normally, the study hours would be from 9:00am to 6:00pm
- xi. The faculty will take attendance/circulate attendance sheets for every session. It is your responsibility to ensure that your attendances are recorded properly.
- xii. WILP Scholar trainees are expected to be on time for every session. Punctuality is non-negotiable and the faculty reserves the right to deny entry and attendance to late comers.
- xiii. Attending 75% of contact session is mandatory for each course to appear for examinations.
- xiv. Not attending classes for reasons like medical/on the job training /late coming/personal problems and other similar reasons would be treated as absenteeism.
- xv. Scholar trainees who fail to meet the minimum attendance criteria will not qualify for comprehension exams for any of the registered courses in that semester.
- xvi. For any reason, you are not able to meet the minimum attendance criteria or not complete the mandatory assignments / quiz / examinations in any semester, you are required to repeat the same semester as and when the next batch is organized. In such cases, rules and regulations governing academic programs at that time would be applicable. In addition, additional semesters fees are to be borne by you as prescribed by the University.
- xvii. At the end of each semester, the performance of each Scholar Trainee in a course, is specified as a letter grade which is obtained through a Relative Grading procedure
- xviii. Any Scholar trainee securing 3 or more cumulative fail grade at any point in time will be expelled from WILP Program.
- xix. The 8th semester of study is fully devoted for dissertation / project work
- xx. If a Scholar trainee's CGPA is less than 5.5, the Scholar trainee will not be permitted to register for the dissertation. He/she has to re-appear for exams and secure a CGPA of 5.5 before taking up the dissertation. Also, a Scholar trainee with an E grade in any course will not be permitted to register for the Dissertation
- xxi. Project / Dissertation work has to be carried out by each individual separately. Teamwork is not permitted.
- xxii. The dissertation has to be completed strictly as per the guidelines that are outlined by collaborating institution.
- xxiii. WILP Scholar trainees are expected to maintain decorum and discipline in line with Wipro's professional work culture and environment.
- xxiv. In cases where a Scholar trainee deviates from the expected behaviour as prescribed by the WILP and partnering institution from time to time , strict action will be taken and the decision of the WILP Team / faculty /, University would be final and binding.
- xxv. Breach of integrity will be dealt with sternly. Such Scholar trainees will be asked to discontinue their studies and also expelled from WILP program.
- xxvi. On successful completion of the study, you will be eligible to receive the M-Tech degree from the collaborating University, in recognition of your successfully completing the course.
- xxvii. All Scholar trainees of the WILP will be given testimonials at the end of the successful completion of the M-Tech degree program. The testimonial contains the timeline in the WILP and the kind of project works carried during this opportunity.

Mode of contact session, examination pattern and other academic program norms are subject to change based on the prevailing situation / University norms declared from time to time. Decision of the University would be final and binding.

## **8. Conflict of Interest:**

- i. During your enrolment period with the WILP, you will focus exclusively on the requirements of the program. In addition to your study and academic requirements, you are required to engage yourself exclusively in the work assigned by Wipro and shall not take up any independent or individual assignments (whether part time or full time, in an advisory capacity or otherwise) directly or indirectly without the express written consent of Head /

## Manager of WILP Academy

- ii. You shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any person who is involved in activities, which are or shall be in conflict with the interests of Wipro.
- iii. The Conflict of Interest Policy also refers to the need on your part, during your enrolment and for a period of one year from the cessation of your enrolment with WILP (irrespective of the circumstances of, or the reasons for, the cessation) not to solicit, induce or encourage:
  - a. Any student/scholar trainee of the WILP to abandon /withdraw their enrolment with the program or to accept enrolment and/or employment with any competitor, supplier or any customer with whom you have a connection.
  - b. Any employee of Wipro to terminate their employment with Wipro or to accept employment with any competitor, supplier or any customer with whom you have a connection.
  - c. Any customer or vendor of Wipro to move their existing business with Wipro to a third party or to terminate their business relationship with Wipro.
  - d. Any existing employee and/or student of WILP to become associated with, or perform services of any type for any third party.
- iv. In case of any conflict or doubt, please discuss the matter with Head / Manager of WILP, to understand Wipro's position on this and resolve the conflict.

## 9. Obligation and Responsibilities:

- i. During the study period you will be governed by the WILP regulations and instructions as may be modified, from time to time, in relation to conduct, discipline and other matters.
- ii. During your study as part of WILP, Company expects you to undergo study in the area in which you are placed, with a high standard of initiative and efficiency. This is critical and Company has zero tolerance towards any deviations.
- iii. You would not be allowed to seek membership of any local or public body without the written approval from the Head / Manager of WILP.
- iv. During the study period and thereafter, you would not be allowed to give out to anyone in writing or by word of mouth or otherwise, particulars or details of work - process, technical know-how, research carried out, security arrangements, or administrative and/or organizational matters of confidential or secret nature which you may come across during your academic study or become known to you by virtue of your undergoing study under WILP or otherwise.
- v. You are bound by all regulations, instructions and policies of the WILP and Wipro. These are updated / modified on a periodic basis and new policies may be introduced and notified to Scholar trainees from time to time and you will be bound to comply with the same.
- vi. In consideration of the opportunities, trainings and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by WILP/Wipro and in the course of your association with WILP. This covenant shall endure during your association and beyond the cessation of your association with WILP (irrespective of the circumstances of, or the reasons for, the cessation).
- vii. In connection with your association with Wipro as part of the WILP and during the term of your association upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business or academic session hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

During the period of academic study, if you develop or conceptualize inventions, ideas, concepts, discoveries, techniques and improvements (including without limitation computer software) solely or jointly with others in relation to the operation of the WILP / Wipro, such developments will be fully communicated to the WILP academy and will be the sole intellectual property of Wipro. You agree to cooperate in the execution of documents to facilitate the assignment of such intellectual property when required.

## 10. Confidentiality:

- i. In consideration of the opportunities, training and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by Wipro and in the course of your enrolment. This covenant shall endure during your enrolment and beyond the cessation of your enrolment with Wipro (irrespective of the circumstances of, or the reasons for, the cessation).
- ii. During your training on projects at Wipro, you will be expected not to use or disclose any confidential information, including trade secrets, of any former employer (if any) or other person with whom you have an obligation of confidentiality and by signing below you affirm that you have no conflicting obligations or non-compete agreements that would prevent you from working without limitation for Wipro.

## **11. Assignment of Intellectual Property**

In connection with your enrolment and during the term of your enrolment, upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

## **12. Posting**

During the initial study period, initially you would be made familiar with Wipro, but you may if needed be re-assigned or transferred to another division, department, establishment or new location where Wipro, has its office or operation and WILP classes are running in the particular location, in India, without enhancing the scholarship amount. On placement of this nature, you will also be governed by the disciplinary rules and regulations as applicable in that unit/branch. You may also be placed in any sister company of Wipro, for practical studies.

## **13. Misconduct:**

- i. In case you are charged with any misconduct or disciplinary issue during your study period, your enrolment with WILP may be temporarily placed on suspension without payment of scholarship amount, for such period as Wipro may deem fit. If the charges against you are proved to be true, your enrolment may be immediately cancelled, without any notice or payment of scholarship in lieu of notice notwithstanding any clause of this letter of enrolment. It is clarified that this clause is without prejudice to Wipro's rights to enforce the Training Agreement duly signed by you even after cancellation of your enrolment for whatever reasons as the case may be.
- ii. Notwithstanding the condition regarding written notice of termination and without prejudice to Wipro's right to enforce the Training agreement, Wipro shall have the right to terminate your academic study without any notice or payment of scholarship in lieu thereof, if any declaration given or information furnished by you to WILP/ Wipro is found to be false or if you are found to have willfully suppressed any material information.

**Please note that at any stage, whether during your selection process or upon enrolment with the WILP, if it is brought to our notice that you have indulged in malpractices or used illegal means to clear your online assessment, Wipro shall withdraw or revoke the enrolment and cancel the same with immediate effect and we reserve our rights to take suitable action against you as we may deem fit.**

## **14. Cancellation of Enrolment:**

Notwithstanding any of the clauses of this letter of enrolment, Company reserves the right at its sole discretion to cancel this enrolment during the study period without assigning any reason, by giving one month's (30 days) notice or one month's scholarship/stipend in lieu of notice.

## **15. Study Hours:**

- i. As a Scholar Trainee – Work Integrated Learning Program, you will be called upon to undergo studies during the hours and days as may be fixed by WILP from time to time as per the University requirements.
- ii. You would be assigned to any of the locations and any project work as part of your WILP as may be decided by the Company.
- iii. The full day lecture sessions will be held at any of Wipro's other establishments/outsourced venue. You may also be called upon to attend academic study as and when required on holidays, as may be scheduled in accordance with the convenience of the organizing team of the WILP.
- iv. The university will plan contact classes in multiple format to suit the project work situations and university guidelines such as contact classes in ILT (instructor Led training) and / or VILT (virtual Instructor Led Training and Self-Directed / Recorded lecture sessions).

## 16. General:

- i. This letter of enrolment is subject to the condition that you have not provided us with any false declaration or wilfully suppressed any material information. If you have, you will be liable for cancellation of enrolment from the WILP without any prior notice.
- ii. The terms of this letter of enrolment may be specifically enforced legally, if required. In this connection, if any of the provisions of this letter are declared or found to be void or unenforceable due to any reason whatsoever, the remaining provisions of this letter shall continue in full force and effect.
- iii. These enrolment terms supersede and replace any existing agreement or understanding, if any, between Wipro and you relating to the same subject matter.
- iv. You warrant that you are not prevented by a court or by any other administrative or judicial order from enrolling under this agreement. In the event that you are not a citizen of the country of posting, you should have a valid work permit to work in the country of posting.
- v. During the period of enrolment you are required to comply with all policies of WILP and Wipro. These policies are updated / modified on a periodic basis and new policies may be introduced and notified to the Scholar Trainees from time to time. You agree to comply with all policies as modified from time to time.

## 17. On Completion/Cancellation of Academic Program:

- i. On Completion of the academic program or cancellation of your enrolment , as the case may be, you will immediately surrender to Wipro/ the Academy all specifications, formulae, documents, literature, drawings or records, etc. belonging to Wipro/ the Academy or relating to its business and shall not make or retain any copies of these items.
- ii. You are not eligible to receive testimonial certificate if you do not successfully complete the academic study in accordance with this letter of enrolment and the study scheme formulated by the Academy.
- iii. Wipro reserves the right to offer employment at its sole discretion to a Scholar trainee on successful and satisfactory completion of the academic study.

## 18. Acceptance of Enrolment Letter:

Upon accepting the above terms and conditions, you are required to return the duplicate of this letter of enrolment, duly signed by you as a token of your acceptance on the day of joining WILP program.

Please confirm that the above terms are acceptable to you and that you accept the enrolment by signing a copy of this letter of enrolment and submit the same on the date of joining.

## 19. Work Allocation:

As part of your work responsibilities, you may be assigned to work on certain projects/accounts or other assignments as may be deemed fit by the Company in its sole discretion. Refusal to accept and deliver on such assignments shall be treated as a refusal to work and may result in termination of your employment or other disciplinary action.

Yours sincerely,

For **Wipro Limited**,



**Aparna Shailen**  
**General Manager - Human Resources**

I have read, understood and agree to accept the enrolment on the terms and conditions herein.

I shall be present for the induction session on

## **ANNEXURE I**

### **CONFIRMATION ON SHARING PERSONAL INFORMATION (AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT, 2000)**

I Radheshyam Thakur, confirm that I am voluntarily sharing my Personal Information with Wipro Limited ('Wipro') being a part of WILP of Wipro for the following purposes:

- a. validating my application form and retaining records on the same for any future reference/verification;
- b. processing my application form including background verification checks;
- c. academic study related actions including record keeping, processing scholarship advance and benefits and any action required in the context of my enrolment with Wipro, being a part of WILP.

In this context, I also agree to the retention of such Personal Information by Wipro for any future reference/verification and authorize Wipro to transfer the same to a third party.

I understand that 'Personal Information' means any information, relating to me that is available with Wipro and is capable of identifying me."

## **ANNEXURE II**

I hereby confirm that I shall submit the required academic certificate including but not limited to mark sheet and Provisional or Convocation Degree Certificate within 3 months from my date of joining. I understand that my enrolment is subject to my aggregate meeting the Wipro eligibility criteria and submission of the above mentioned documents.

I hereby declare that all the particulars mentioned above are true to the best of my knowledge. In the event of my failure to submit the above mentioned documents or in case of any discrepancy, I shall be liable for termination of my enrolment with Wipro.

## **ANNEXURE – III**

### **INITIAL INDUCTION PROGRAM**

The Talent Transformation team at Wipro groom's campus selects to help them face the challenges of the corporate world.

A holistic 360 degree approach to training is adopted and helps them hone their fundamental computer skills followed by insights into Wipro businesses, process, technology and behavioural skills.

To understand and appreciate the mindset of the young Trainees and ensure that the transformation is smooth, the induction program is done by a team of dedicated professionals who have exposure to the academic and corporate sectors alike. Project Readiness Program (PRP) is a training program designed to address the basic learning needs of the Trainees.

#### **Corporate Readiness Program - CRP**

The CRP program is focused on making young Trainees comfortable in a corporate environment. This program starts with a corporate induction.

"EMERGE" a behavioural skills building training program ensures that the fresh Trainee start feeling at ease in the "corporate world". This activity based behavioural intervention informs the new entrants about the corporate work culture and business etiquette.

#### **Technology Readiness Program - TRP**

The technology training provides critical technical skills required to work on projects allocated to Trainees and prepare to face the demands of the project world. We begin doing this by familiarizing with Wipro's businesses and work environment.

The methodology of training is "Project Based Learning" (PBL) approach, the entire learning is designed around a series of projects that the recruits are expected to complete individually by learning and applying various topics required to complete the project. Starting with individual projects, the PBL approach ends with recruits working on a team project.

## **ANNEXURE – IV**

I have read and understood the terms of my enrolment letter. I agree and acknowledge that I am a Student/Scholar trainee with Wipro's WILP. I further undertake that I shall not represent to any person within Wipro or any other third

party that I am an employee of Wipro Ltd and I fully understand that such false representation shall entail severe disciplinary action including immediate cancellation of my enrolment.

### **Travel, Accommodation, Food & Other Miscellaneous Expenses**

#### **Travel**

- i. You would be entitled for Rs. 1500 from the date of appointment as a lump sum amount that will be credited with your first month stipend. You may utilize this amount towards Travel and you would not need to submit bills towards usage of this amount.
- ii. There is no provision for reimbursement/allowance towards any expenses incurred in lieu of attending training or classes at different locations in the same city.

#### **Accommodation, Food & other Miscellaneous Expenses**

- i. You would be entitled for Rs.400 per day for 8 days (total amount of Rs.3,200) from the date of joining. You may utilize this amount towards accommodation, food & other miscellaneous expenses. This would be paid as a lump sum amount that will be credited with your first month stipend and you would not need to submit bills towards usage of this amount.
- ii. If your posting location (the location where you would be based out of after training) is different from the training location (location where you undergo initial training), you would be entitled for the following:  
  
Settlement and Miscellaneous Expenses: Rs.1200 per day for 7 days (total amount of Rs. 8,400) from the date of reporting to the posting location. You may utilize this amount towards boarding, lodging, conveyance & other miscellaneous expenses.
- iii. Any location change after reporting to posting location will be treated as relocation/transfer and will be covered under the Transfer policy for Team Rainbow. For details you can refer the policy at myWipro-> My Policies -> India->My Travel>Transfer Policy-Team Rainbow.
- iv. Campus joiners would not be eligible for accommodation at the Wipro guest houses.

**Please note in the event that the employee leaves the organization within 6 months from the date of joining, all payments processed under Joining & Relocation Entitlements shall be recovered from the employee at the time of exit.**

**Skill Preferences 1 :** [DAAI -Cloud & Digital Database](#)

**Location Preferences 1 :** [Bangalore](#)

**Skill Preferences 2 :** [CEP-SAP-ABAP](#)

**Location Preferences 2 :** [Mysore](#)

**Skill Preferences 3 :** [Python App](#)

**Location Preferences 3 :** [Chennai](#)

☒ Accept ☐ Decline

☒ **Signature** [Radheshyam Thakur 25/1/2023 10:00 PM](#)

(checking the checkbox above is equivalent to a handwritten signature)

Registered Office:

**Wipro  
Limited**

**T :**+91 (80) 2844 0011

Doddakannelli

**F :**+91 (80) 2844 0054

Sarjapur  
Road

**E :**info@wipro.com

Bengaluru  
560 035

**W :**wipro.com

India

**C :**L32102KA1945PLC020800

26168298

**ANUP RAJ**

Dear **ANUP RAJ**

On behalf of CAI Info India Private Ltd., I would like to reconfirm our verbal offer of employment as a **"Jr. Software Engineer"** for an annual CTC of Rs. 4,00,000.00 (Rupees four lakh only) beginning on your anticipated start date, Monday, February 05, 2024. This will be paid to you monthly at the end of each month in increments of Rs. 25,000.00 (gross monthly CTC).

Special Clauses:

- During the period of your employment, the Company may at any time assign or transfer you to any location in the world where the Company/its clients has its establishment. In such an event, you shall be entitled to allowances in accordance with the policies of the Company.
- If you do not have an existing account with ICICI Bank, you will be required to establish one within 2 weeks of your first pay.
- You shall be considered for the next financial review in 2025.

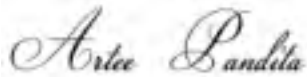
You are required to bring the following documents at the time of reporting for employment: -

- Last updated resume
- Latest passport size photograph
- A copy of Educational Certificates for all years of education and mark cards -
- Copy of passport
- Form 16

Please sign the bottom portion of this letter indicating your acceptance of this position and return the same immediately. You will be issued an appointment letter upon your acceptance of this offer letter.

Thank You and Welcome.

Yours Truly, Accepted By:



**Artee Pandita** \_\_\_\_\_  
**Director-Human Resources**

Divyasree Towers, Floor 5, Guruppanapalya  
Bannerghatta Main Road, Bangalore-560029  
[www.cai.io](http://www.cai.io) [inquire@cai.io](mailto:inquire@cai.io)

Detailed CTC Breakdown:

Description	Monthly	Yearly
Basic	INR 13,750.00	INR 1,65,000.00
HRA	INR 5,500.00	INR 66,000.00
Conveyance	INR 300.00	INR 3,600.00
Medical Allowance	INR 700.00	INR 8,400.00
Statutory Bonus	INR 2,500.00	INR 30,000.00
Provident Fund	INR 3,300.00	INR 39,600.00
Gratuity	INR 661.38	INR 7,936.50
Special Allowance	INR 788.63	INR 9,463.50
<b>Total</b>	<b>INR 34,000.00</b>	<b>INR 4,00,000.00</b>

Accepted By:

---



Divyasree Towers, Floor 5, Guruppanapalya  
Bannerghatta Main Road, Bangalore-560029  
[www.cai.io](http://www.cai.io) [inquire@cai.io](mailto:inquire@cai.io)

**CAI Info India Private Limited**

080 -45340400

**ANUPAMA**

Dear **ANUPAMA**

On behalf of CAI Info India Private Ltd., I would like to reconfirm our verbal offer of employment as a **"Jr. Software Engineer"** for an annual CTC of Rs. 4,00,000.00 (Rupees four lakh only) beginning on your anticipated start date, Monday, February 05, 2024. This will be paid to you monthly at the end of each month in increments of Rs. 25,000.00 (gross monthly CTC).

Special Clauses:

- During the period of your employment, the Company may at any time assign or transfer you to any location in the world where the Company/its clients has its establishment. In such an event, you shall be entitled to allowances in accordance with the policies of the Company.
- If you do not have an existing account with ICICI Bank, you will be required to establish one within 2 weeks of your first pay.
- You shall be considered for the next financial review in 2025.

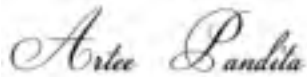
You are required to bring the following documents at the time of reporting for employment: -

- Last updated resume
- Latest passport size photograph
- A copy of Educational Certificates for all years of education and mark cards -
- Copy of passport
- Form 16

Please sign the bottom portion of this letter indicating your acceptance of this position and return the same immediately. You will be issued an appointment letter upon your acceptance of this offer letter.

Thank You and Welcome.

Yours Truly, Accepted By:



**Artee Pandita** \_\_\_\_\_  
**Director-Human Resources**

Divyasree Towers, Floor 5, Guruppanapalya  
Bannerghatta Main Road, Bangalore-560029  
[www.cai.io](http://www.cai.io) [inquire@cai.io](mailto:inquire@cai.io)

Detailed CTC Breakdown:

Description	Monthly	Yearly
Basic	INR 13,750.00	INR 1,65,000.00
HRA	INR 5,500.00	INR 66,000.00
Conveyance	INR 300.00	INR 3,600.00
Medical Allowance	INR 700.00	INR 8,400.00
Statutory Bonus	INR 2,500.00	INR 30,000.00
Provident Fund	INR 3,300.00	INR 39,600.00
Gratuity	INR 661.38	INR 7,936.50
Special Allowance	INR 788.63	INR 9,463.50
<b>Total</b>	<b>INR 34,000.00</b>	<b>INR 4,00,000.00</b>

Accepted By:

---

Divyasree Towers, Floor 5, Guruppanapalya  
Bannerghatta Main Road, Bangalore-560029  
[www.cai.io](http://www.cai.io) [inquire@cai.io](mailto:inquire@cai.io)

**CAI Info India Private Limited**

080 -45340400

## Agreement

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### Offer of employment with ANZ

**Confidential**



ANZ Support Services India Pvt Ltd  
"Eucalyptus", Manyata Embassy Business Park - SEZ,  
Outer Ring Road, Nagavara & Rachenahalli Village  
K R Puram Hobli  
Bengaluru 560 045

Dear MARIA G

On behalf of ANZ, I am pleased to offer you the position of Fulfilment/Settlement Officer with ANZ Support Services India Pvt Ltd (**ANZ**).

This letter provides you with the information you need to accept this offer and the things you will need to do prior to your commencement with ANZ. You will find enclosed a copy of your employment agreement.

#### Accepting ANZ's offer of employment and next steps

As part of our e-Execution process, you will be asked if you accept the offer and the terms of employment in the employment agreement (including the cover letter and Schedules). We must receive your e-Executed employment agreement electronically within five calendar days from the date of this letter, otherwise this offer may be withdrawn.

Please also bring the following original documents with you for verification on your first day of work:

- photo identification including any two of your current PAN card, voters identification, drivers licence or passport
- copies of all documents relating to your skills, experience and qualifications, as required by ANZ
- where applicable, copies of all visas you have to enable you to work in India

If this documentation is not provided prior to your commencement with ANZ, you may be asked to defer commencement until the documentation is produced. Please also arrange to:

#### 1. Open a bank account

All ANZ employees are required to have their salary credited to an ANZ bank account, where such a facility is available. If your location does not currently have such a facility, ANZ will assist you in opening a bank account with a preferred bank as determined by ANZ at the relevant time.

#### 2. Provide consent to undergo pre-employment screening

To comply with its legal and regulatory obligations and in accordance with ANZ policy, ANZ may require you to consent to undergo a police record check or other background checks before you commence employment with ANZ.

ANZ may engage the services of an external provider to conduct these checks. This external provider may contact you prior to your commencement with ANZ to obtain your consent.

If you have further questions please contact your line manager or recruitment consultant to talk about any aspects of this offer. I look forward

to welcoming you as part of the team and wish you every success in your new role.

Yours sincerely



Rita Newman

**Tribe Lead, Joiners & Movers**



ANZ Support Services India Pvt Ltd  
"Eucalyptus", Manyata Embassy Business Park - SEZ,  
Outer Ring Road, Nagavara & Rachenahalli Village  
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Bengaluru 560 045

Dear MARIA G,

On behalf of ANZ, I am pleased to offer you the position of Fulfilment/Settlement Officer with ANZ Support Services India Pvt Ltd (ANZ).

This letter sets out the terms of your employment, and constitutes your employment agreement with ANZ. If you accept this offer, this agreement will become your only employment agreement with ANZ and will replace all previous employment agreements and understandings between you and ANZ.

**1. Position details**

The details of your position with ANZ including your reporting arrangements, work location and the date you will start work in this position are set out in Schedule 1.

You agree to diligently perform the duties and responsibilities that ANZ assigns to you. ANZ may vary these duties and responsibilities at any time.

**2. Pay and rewards**

Information about your pay and rewards are contained in Schedule 2.

**3. Hours of work**

The number of hours that you agree to work and details of other work arrangements are set out in Schedule 1.

**4. Policies, procedures, rules and codes**

Information about the way we work at ANZ is contained in our policies, procedures, rules and codes. You are required to comply with these policies, procedures, rules and codes and it is important that you read and familiarise yourself with them. Our policies are available on the intranet.

These policies, procedures, rules and codes do not form part of your employment agreement and may be varied by ANZ from time to time at ANZ's discretion.

## **5. Code of conduct and ethics**

ANZ has developed guiding principles and ethical standards which apply to you as an employee of ANZ. These are set out in the Code of Conduct and Ethics and the supporting policy framework. You must act in accordance with these principles and standards at all times.

## **6. Leave**

Your leave entitlements, including annual leave, sick and parental leave are contained in ANZ's policies. ANZ is committed to ensuring that its leave policies comply with at least the minimum legal requirements.

## **7. Ending employment with ANZ**

Schedule 3 sets out the different ways that your employment with ANZ may come to an end and the entitlements and obligations that will apply.

## **8. Conflict of Interest**

Some activities or interests may conflict with your obligations to ANZ. These activities and interests include:

- (a) any outside business interest including non-ANZ work (paid or unpaid), business ventures, directorships, partnerships or a direct or indirect financial interest which has the potential to be in conflict with your employment, the interests of ANZ or ANZ's partners, customers or suppliers; or
  - (b) engaging in any activity that might compete directly or indirectly with ANZ Group (in this employment agreement, ANZ Group means ANZ and any related body corporate as defined in the Corporations Act 2001, any joint ventures or partnerships in which ANZ is a participant or any body corporate in which ANZ or a related body corporate of ANZ is a strategic investor or has a strategic equity interest) or might pose a conflict of interest with your employment; or
  - (c) having or gaining an interest including a direct or indirect financial interest (for example, ownership of shares or ownership or investment in an outside business), which might pose a conflict of interest with your employment.
- You must not do any things that may conflict with your obligations to ANZ, no matter how minor they may seem to be, unless you have the prior written approval of ANZ.

You must also disclose any potential conflict of interest to ANZ before you start work and as soon as possible, at any time one arises, during your employment.

## **9. Confidential information**

As a leading and trusted financial institution it is essential that ANZ guarantees the privacy, confidentiality and integrity of its information.

Confidential information is any information about ANZ Group, its customers or its affairs which you obtain during your employment, unless the information is already available to the public other than as a result of a breach of this clause. Some specific examples of confidential information include information about:

- Customers, including, their names, contact details, financial information and the dealings they have with ANZ Group or the products and services we have supplied to them;
- ANZ's processes, procedures and systems;
- Working documents such as research, strategies, papers, proposals, presentations and financial information.

You must keep secure, and must not disclose or use confidential information except where required as part of your role, or with your line manager's written agreement.

These obligations continue after your employment with ANZ ends.

## **10. Intellectual property**

In the course of your employment you may develop concepts or materials which give rise to intellectual property rights. You agree:

- that ANZ will own all of these intellectual property rights;
- where applicable, to assign to ANZ any of these intellectual property rights (including any future rights) on a worldwide basis;
- to irrevocably waive any moral rights that you may hold in any materials concepts or ideas you create during your employment with ANZ; and
- to execute any further documents that are required by ANZ to give effect to these obligations.

## **11. Monitoring of ANZ systems**

As a leading global financial institution ANZ has obligations to monitor and report fraud and other irregular activities to regulatory authorities. All ANZ systems and equipment, including employee ANZ bank accounts, are monitored for purposes including the detection and prevention of fraudulent activity. Your communications and access are not private and monitoring may take place for work-related, security or other investigatory purposes. For security purposes ANZ may record such telephone conversations as it may consider appropriate and may access recorded information in the case of a security or other investigation. You should be aware that any private discussions made on these lines may be intercepted and your personal privacy is not guaranteed.

## **12. Repayment of monies**

You acknowledge that, both during your employment and after your employment ends, you have an obligation to repay any employment related amounts you owe to ANZ.

You agree that for all employment related amounts:

- upon request, you will repay any monies mistakenly paid to you by ANZ;
- upon request, you will repay all amounts you owe to ANZ (for example, personal expenses incurred on an ANZ provided credit card or mobile telephone, or amounts owing for ANZ funded study assistance); and
- subject to law, ANZ is authorised to withhold unpaid amounts from monies otherwise owed to you upon termination of employment.

## **13. Pre-employment screening & ongoing screening**

In accordance with its legal and regulatory obligations, and in accordance with ANZ policy, you may be required to undergo a police record check prior to commencing work with ANZ, or at other times during your employment.

You may also be required to undergo other checks (e.g. bankruptcy checks, sanctions screening, reference checks, etc). ANZ may engage the services of an external provider to conduct these checks.

Your initial and ongoing employment is conditional on ANZ being satisfied that the results of:

- a police record check are compatible with the inherent requirements of your position; and
- any other required background or other checks are to the satisfaction of ANZ (keeping in mind your position and ANZ's role as a financial institution)

ANZ may use any information you provide to conduct reference checks and any other background checks.

Your employment is also conditional upon you holding all necessary visas and meeting all immigration requirements necessary for you to work in India in this position.

If, in the opinion of ANZ, any of your background checks, reference checks or visas are not satisfactory, ANZ may choose not to commence your employment, or where you have already started, to end your employment immediately, with no liability to pay compensation to you.

## **14. Variations to this employment agreement**

You and ANZ may agree to vary this employment agreement in writing.

In addition, to meet business needs, ANZ may change your position, position title, reporting arrangements, duties and location on giving you reasonable notice. ANZ may also change the various components of your TEC as described in Schedule 2.

Changes to the terms and conditions of your employment will not constitute a termination of your employment, and will not entitle you to any benefits under the ending employment provisions of this employment agreement.

If any changes are made to the terms of your employment, all other terms of this employment agreement will continue to apply to your employment.

## **15. National (Australian) Privacy Principles and India Privacy Legislation**

In addition to the terms and conditions contained in this employment agreement, the following shall also be applicable:

- (a) the National (Australian) Privacy Principles form part of this letter and apply to your employment. You must diligently comply with those principles in performing your duties for ANZ.
- (b) India Privacy Laws: The Government of India has notified The Reasonable security practices and procedures and sensitive personal data or information Rules (Privacy Laws).

Privacy Laws provide various obligations on organisations in India. To facilitate your employment, or to comply with statutory or regulatory requirements, ANZ Support Services India Pvt Ltd will collect sensitive personal data or information about you and your dependants from time to time. This includes, without limitation, information relevant to your employment or your dependants'



information such as password, physical, physiological or mental health conditions, medical records, or financial information such as your bank account details.

ANZ Support Services India Pvt Ltd may also be required to collect, transfer, or disclose such information to other ANZ entities (including ANZ Banking Group Limited) and/or to third parties where it is necessary to facilitate your employment. This may include medical practitioners, rehabilitation providers, insurers or other experts, agents and consultants to assist ANZ in relation to your employment.

By accepting this you provide your consent to ANZ Support Services India Pvt Ltd and other entities as above to collect, store, share and use the sensitive personal data or information about you or your dependants.

**16. Compliance with applicable laws**

You must strictly comply with all applicable laws including any rules, regulations and guidelines issued by the Reserve Bank of India or the Securities and Exchange Board of India, with regards to customer information, confidentiality, securities trading, etc.

**17. Governing law and jurisdiction**

This employment agreement will be governed by, and construed in accordance with, the laws of India.

**18. Severability**

If any part of this employment agreement is found to be illegal or unenforceable by any court of law or any competent governmental or other authority, the remaining parts of the agreement will be severable and enforceable in accordance with their terms, so long as they do not fail their essential purpose. You and ANZ agree to negotiate in good faith to replace any such illegal or unenforceable part with suitable substitute provisions which will maintain as far as possible the purposes and the effect of this offer.

**19. True and correct information**

You declare that all information provided by you is true and correct. If any information you have provided is false or misleading in any particular then ANZ shall be at liberty to terminate your employment without notice at its absolute discretion. By accepting this offer, you confirm that you have not been placed on a bond or convicted of any criminal offence.

**20. Employment agreement confidentiality**

It is a condition of your employment that you keep the terms of this employment agreement confidential. If you have any questions in relation to these matters you may raise them with your line manager or your recruitment consultant.

**21. Consent to Electronic Transmission of Information**

You agree to receive, for your consideration, this employment agreement electronically by accessing the ANZ Onboarding Centre using your unique logon username and password which you have created.

Should you agree to accept the terms and conditions in this employment agreement, you consent to do so by way of e-Execution. This will require you to:

- select the option below that will confirm that you have read, you have understood and you agree to the terms and conditions in this employment agreement;
- type your first name and surname in the space provided to confirm your identity; and • then click on "Submit".

When you meet your Onboarding Specialist, you will also need to sign this employment agreement by way of your handwritten signature.

Yours sincerely



Rita Newman

**Tribe Lead, Joiners & Movers**

## *Schedule 1 - Details of position and working arrangements*

**Position title** Fulfilment/Settlement

**Officer Classification**

Officer Group 6.3

**Reporting arrangements**

Sunny M

**Place of work**

Manyata Embassy Business Park, Outer Ring Road, Near Nagavara, Bengaluru - 560045

**Agreed hours of work**

You agree to work 170 hours per four weekly cycle and any reasonable additional hours you may need to work to effectively perform your role. Your remuneration includes compensation for all hours that you are required to work.

You may be eligible to receive paid overtime or other allowances/payments where you work hours outside of those hours specified above. These allowances/payments will be paid in accordance with ANZ policy.

**Rostered hours of work**

The days and times you will be required to work these hours and any changes will be advised to you by ANZ.

You may be required to work any shift timing that is required of you by ANZ, including the night shift. Shift times may be subject to change with or without notice. You agree that you will be bound to work shifts as required by ANZ.

**Suspension**

ANZ may suspend you from performing your duties at ANZ's absolute discretion. An example of where this may occur is if you are subject to an investigation relating to potential breaches of the ANZ Code of Conduct and Ethics (or other ANZ policies, procedures, rules or codes) or if you are subject to an investigation by a regulator.

Generally, you will be suspended with pay. Subject to the laws of your country, ANZ may consider it necessary to suspend you from performing your duties without pay.

## Schedule 2 - Pay and rewards

### Remuneration Rs. (p.a)

Basic Salary

- 280,000

HRA

- 72,000

Provident Fund (ANZ's Company Contribution)\* •

41,600

Flexible Component •

94,400

Lunch Coupons (Sodexo) •

12,000

ESI Contribution \*\*

- n/a

Total Employment Cost (TEC) •

440,000.00

Your TEC is based on the full-time hours. If you are employed part-time, your TEC and any relevant components will be pro-rated based on your part-time hours of work.

You agree that an incremental employer payments/contributions that ANZ may have to incur/remit in order to meet or adapt to regulatory requirements, amendments or changes in interpretation of law, or business needs or due to the subsequent coverage under any social security or other benefit statute, will be adjusted from other existing components in the TEC above, provided always that your overall TEC will remain the same

### Note:

\*Provident fund: Both you and ANZ will make provident fund contributions required by law. You agree that ANZ may deduct your contribution from your salary and remit it to the Provident Fund on your behalf.

\*\*Employee state insurance (ESI): If you are covered under ESI, both you and ANZ will make ESI contributions as required by law.

In addition to the amounts outlined above, you may receive a statutory bonus and/or Service Weightage Allowance if eligible and as mandated by applicable law.

### Payment of salary

All ANZ employees are required to have their salary credited to an ANZ bank account, where such a facility is available. If your location does not currently have such a facility, ANZ will credit your salary to your nominated bank account which is required to be a bank account opened with an ANZ-preferred bank as determined by ANZ at the relevant time.

### Gratuity

You will be eligible for gratuity on completion of 4 years of continuous service if you meet the eligibility criteria provided in applicable Indian laws and ANZ policy. Any gratuity will be paid upon termination of employment with ANZ.

### ANZ Incentive Plan Participation

You may be eligible to participate in an applicable ANZ incentive plan.

Incentives and other rewards are not guaranteed, they do not form part of your terms and conditions of employment and they are granted at ANZ's discretion and in accordance with all applicable ANZ policies (as varied from time to time) and incentive plan terms (as varied from time to time). ANZ may take into account any matters it considers relevant in determining whether and to what extent any incentives or other rewards are granted, including but not limited to the performance of ANZ, the relevant business, and your individual performance (relative to your peers) and behaviours.

Incentives may be paid in cash, deferred equity, deferred cash, or a combination at ANZ's discretion.

ANZ may change the way in which incentives or rewards are given under the applicable incentive plan at any time, including by changing the ratio of cash to equity, the threshold for cash payments, any applicable performance conditions and the deferral periods.

If you are granted deferred equity or cash as part of your variable reward, any applicable conditions of grant will be provided to you at that time.

ANZ may withhold tax and contributions as required by law (for example, superannuation/pension) from any incentive that is paid to you.

### **Downward Adjustment**

Any deferred remuneration (such as deferred equity and deferred cash) granted to you at any time will be subject to the conditions on which it is granted, including ANZ's discretion to downward adjust or further defer the relevant deferred remuneration. The conditions of grant applicable to each award will be made available to you at or about the time the grant is made.

Where there is a downward adjustment, the relevant deferred remuneration will be immediately and automatically forfeited or will immediately and automatically lapse (as appropriate) and will not thereafter vest or be released, provided or paid.

### ***Schedule 3 - Details on termination of employment***

#### **Probationary period**

A probationary period of 3 months will apply from the commencement date. You or ANZ may terminate your employment during the probationary period with two weeks' written notice.

#### **Resignation**

You may resign from ANZ by giving 2 months written notice (or a shorter period if agreed with ANZ).

#### **Termination on notice**

ANZ may end your employment by giving you 2 months written notice.

You will not be entitled to the notice in this clause if your employment ends:

- (a) during your probation period; or
- (b) for a reason that results in termination without notice.

#### **Payment in lieu of notice**

ANZ may at its sole discretion choose to pay you in lieu of some or all of the notice periods (relating to resignation and termination on notice) set out above.

Any payment in lieu of notice will be calculated on the basis of your TEC (minus the provident fund component).

#### **Duties during notice period**

During a notice period, ANZ may require that you not perform your duties or attend at the workplace or that you perform different duties. You agree to stop communicating with any ANZ Group customers, suppliers, employees and contractors if asked to do so by ANZ. However, you remain an employee of ANZ and bound by the terms of this employment agreement until the end of the notice period.

#### **Termination without notice**

ANZ may end your employment without notice (or payment in lieu) if, in the opinion of ANZ, you engage in unacceptable behaviour that constitutes serious misconduct (including fraud, theft or dishonesty), or if you engage in other conduct that is a serious neglect of duty, or conduct tending to bring yourself, ANZ and/or any of its related corporations into disrepute, or serious breach of any of the terms of this employment agreement or is a material breach of any company policy.

#### **Non-solicitation**

During your employment with ANZ and for 6 months after your employment with ANZ ends you must not (either alone, with or through others) solicit, interfere with or attempt to entice away from ANZ Group:

- any employee of ANZ Group; or
- any customer or client of ANZ Group or any person who was in the habit of dealing with ANZ,

with whom you have had direct or indirect contact or dealings, or knowledge of, during the 12 months before your employment with ANZ ended.

You acknowledge that the restriction is both reasonable and necessary in order to protect the legitimate business interests of ANZ.

Your obligations relating to confidential information continue to operate following the end of this non solicitation period.

#### **Return of property**

You will be responsible for the safekeeping of all ANZ property which may be in your use, custody or charge. At any time if requested by ANZ, or when your employment ends, you must return all ANZ Group property to ANZ. You must also return any notes or records (electronic, hard copy or otherwise) made during the course of your employment which contain any information that is confidential to ANZ Group.

#### **Notice requirements**

Notice of termination provided by you or ANZ must be in writing.

Where notice is provided to you by ANZ, notice must be either delivered to you personally or delivered by registered post or courier to you at your home address last known to ANZ.

Where it is not practicable to deliver the notice as above, ANZ may serve you such notice electronically.

Where you are providing notice to ANZ, such notice must be in writing and must be either delivered in person or by registered post or courier to your line manager (or acting line manager).

Where it is not practicable to deliver the notice as above, you may serve such notice on your line manager or acting line manager electronically.

Attachments

### QUERIES OR QUESTIONS ABOUT YOUR OFFER BEFORE ACCEPTING?

If you have a query about your offer or wish to discuss any of the terms and conditions contained in your employment agreement prior to accepting, please contact:

**Recruiter**  
Punith Kumar G

**Email**  
[kumarp31@ANZ.COM](mailto:kumarp31@ANZ.COM)

### OFFER RESPONSE

By selecting 'Accept the offer' I am confirming that I have read, I have understood and I agree to all the terms and conditions set out in this employment agreement (including the Schedules).

By selecting 'Decline the offer' I am confirming that I am declining the offer set out in this employment agreement and have provided my reasons in the comments box below

\*Response Accept  
the offer

Decline Comments (if you are declining the offer)

*Any comments entered here will be received by the Recruiter*

### MY ELECTRONIC SIGNATURE

\*  
First Name (Please type your First Name as shown below under  
Printed Name)  
\*\*\*\*\*

\*  
Last Name (Please type your Last Name as shown below under Printed  
Name)  
\*\*\*\*\*

PRINTED NAME

Date (captured upon submission)

Before clicking on 'Submit' please ensure you have selected the correct option (accept or decline) and that all the other information you have provided in the electronic signing page is correct. Once you click 'Submit' your response will be sent to and recorded in ANZ's systems. A confirmation email of your decision will be emailed to you.

We recommend that you print a copy of this offer for your personal records.

## Agreement

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### Offer of employment with ANZ

**Confidential**



ANZ Support Services India Pvt Ltd  
"Eucalyptus", Manyata Embassy Business Park - SEZ,  
Outer Ring Road, Nagavara & Rachenahalli Village  
K R Puram Hobli  
Bengaluru 560 045

Dear MOHAMMED AKIF SHERIFF

On behalf of ANZ, I am pleased to offer you the position of Fulfilment/Settlement Officer with ANZ Support Services India Pvt Ltd (**ANZ**).

This letter provides you with the information you need to accept this offer and the things you will need to do prior to your commencement with ANZ. You will find enclosed a copy of your employment agreement.

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As part of our e-Execution process, you will be asked if you accept the offer and the terms of employment in the employment agreement (including the cover letter and Schedules). We must receive your e-Executed employment agreement electronically within five calendar days from the date of this letter, otherwise this offer may be withdrawn.

Please also bring the following original documents with you for verification on your first day of work:

- photo identification including any two of your current PAN card, voters identification, drivers licence or passport
- copies of all documents relating to your skills, experience and qualifications, as required by ANZ
- where applicable, copies of all visas you have to enable you to work in India

If this documentation is not provided prior to your commencement with ANZ, you may be asked to defer commencement until the documentation is produced. Please also arrange to:

1. Open a bank account

All ANZ employees are required to have their salary credited to an ANZ bank account, where such a facility is available. If your location does not currently have such a facility, ANZ will assist you in opening a bank account with a preferred bank as determined by ANZ at the relevant time.

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To comply with its legal and regulatory obligations and in accordance with ANZ policy, ANZ may require you to consent to undergo a police record check or other background checks before you commence employment with ANZ.

ANZ may engage the services of an external provider to conduct these checks. This external provider may contact you prior to your commencement with ANZ to obtain your consent.

If you have further questions please contact your line manager or recruitment consultant to talk about any aspects of this offer. I look forward

to welcoming you as part of the team and wish you every success in your new role.

Yours sincerely



Rita Newman

**Tribe Lead, Joiners & Movers**



ANZ Support Services India Pvt Ltd  
"Eucalyptus", Manyata Embassy Business Park - SEZ,  
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**3. Hours of work**

The number of hours that you agree to work and details of other work arrangements are set out in Schedule 1.

**4. Policies, procedures, rules and codes**

Information about the way we work at ANZ is contained in our policies, procedures, rules and codes. You are required to comply with these policies, procedures, rules and codes and it is important that you read and familiarise yourself with them. Our policies are available on the intranet.

These policies, procedures, rules and codes do not form part of your employment agreement and may be varied by ANZ from time to time at ANZ's discretion.



## **5. Code of conduct and ethics**

ANZ has developed guiding principles and ethical standards which apply to you as an employee of ANZ. These are set out in the Code of Conduct and Ethics and the supporting policy framework. You must act in accordance with these principles and standards at all times.

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- (a) any outside business interest including non-ANZ work (paid or unpaid), business ventures, directorships, partnerships or a direct or indirect financial interest which has the potential to be in conflict with your employment, the interests of ANZ or ANZ's partners, customers or suppliers; or
  - (b) engaging in any activity that might compete directly or indirectly with ANZ Group (in this employment agreement, ANZ Group means ANZ and any related body corporate as defined in the Corporations Act 2001, any joint ventures or partnerships in which ANZ is a participant or any body corporate in which ANZ or a related body corporate of ANZ is a strategic investor or has a strategic equity interest) or might pose a conflict of interest with your employment; or
  - (c) having or gaining an interest including a direct or indirect financial interest (for example, ownership of shares or ownership or investment in an outside business), which might pose a conflict of interest with your employment.
- You must not do any things that may conflict with your obligations to ANZ, no matter how minor they may seem to be, unless you have the prior written approval of ANZ.

You must also disclose any potential conflict of interest to ANZ before you start work and as soon as possible, at any time one arises, during your employment.

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In the course of your employment you may develop concepts or materials which give rise to intellectual property rights. You agree:

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- where applicable, to assign to ANZ any of these intellectual property rights (including any future rights) on a worldwide basis;
- to irrevocably waive any moral rights that you may hold in any materials concepts or ideas you create during your employment with ANZ; and
- to execute any further documents that are required by ANZ to give effect to these obligations.

## **11. Monitoring of ANZ systems**

As a leading global financial institution ANZ has obligations to monitor and report fraud and other irregular activities to regulatory authorities. All ANZ systems and equipment, including employee ANZ bank accounts, are monitored for purposes including the detection and prevention of fraudulent activity. Your communications and access are not private and monitoring may take place for work-related, security or other investigatory purposes. For security purposes ANZ may record such telephone conversations as it may consider appropriate and may access recorded information in the case of a security or other investigation. You should be aware that any private discussions made on these lines may be intercepted and your personal privacy is not guaranteed.

## **12. Repayment of monies**

You acknowledge that, both during your employment and after your employment ends, you have an obligation to repay any employment related amounts you owe to ANZ.

You agree that for all employment related amounts:

- upon request, you will repay any monies mistakenly paid to you by ANZ;
- upon request, you will repay all amounts you owe to ANZ (for example, personal expenses incurred on an ANZ provided credit card or mobile telephone, or amounts owing for ANZ funded study assistance); and
- subject to law, ANZ is authorised to withhold unpaid amounts from monies otherwise owed to you upon termination of employment.

## **13. Pre-employment screening & ongoing screening**

In accordance with its legal and regulatory obligations, and in accordance with ANZ policy, you may be required to undergo a police record check prior to commencing work with ANZ, or at other times during your employment.

You may also be required to undergo other checks (e.g. bankruptcy checks, sanctions screening, reference checks, etc). ANZ may engage the services of an external provider to conduct these checks.

Your initial and ongoing employment is conditional on ANZ being satisfied that the results of:

- a police record check are compatible with the inherent requirements of your position; and
- any other required background or other checks are to the satisfaction of ANZ (keeping in mind your position and ANZ's role as a financial institution)

ANZ may use any information you provide to conduct reference checks and any other background checks.

Your employment is also conditional upon you holding all necessary visas and meeting all immigration requirements necessary for you to work in India in this position.

If, in the opinion of ANZ, any of your background checks, reference checks or visas are not satisfactory, ANZ may choose not to commence your employment, or where you have already started, to end your employment immediately, with no liability to pay compensation to you.

## **14. Variations to this employment agreement**

You and ANZ may agree to vary this employment agreement in writing.

In addition, to meet business needs, ANZ may change your position, position title, reporting arrangements, duties and location on giving you reasonable notice. ANZ may also change the various components of your TEC as described in Schedule 2.

Changes to the terms and conditions of your employment will not constitute a termination of your employment, and will not entitle you to any benefits under the ending employment provisions of this employment agreement.

If any changes are made to the terms of your employment, all other terms of this employment agreement will continue to apply to your employment.

## **15. National (Australian) Privacy Principles and India Privacy Legislation**

In addition to the terms and conditions contained in this employment agreement, the following shall also be applicable:

- (a) the National (Australian) Privacy Principles form part of this letter and apply to your employment. You must diligently comply with those principles in performing your duties for ANZ.
- (b) India Privacy Laws: The Government of India has notified The Reasonable security practices and procedures and sensitive personal data or information Rules (Privacy Laws).

Privacy Laws provide various obligations on organisations in India. To facilitate your employment, or to comply with statutory or regulatory requirements, ANZ Support Services India Pvt Ltd will collect sensitive personal data or information about you and your dependants from time to time. This includes, without limitation, information relevant to your employment or your dependants'

information such as password, physical, physiological or mental health conditions, medical records, or financial information such as your bank account details.

ANZ Support Services India Pvt Ltd may also be required to collect, transfer, or disclose such information to other ANZ entities (including ANZ Banking Group Limited) and/or to third parties where it is necessary to facilitate your employment. This may include medical practitioners, rehabilitation providers, insurers or other experts, agents and consultants to assist ANZ in relation to your employment.

By accepting this you provide your consent to ANZ Support Services India Pvt Ltd and other entities as above to collect, store, share and use the sensitive personal data or information about you or your dependants.

**16. Compliance with applicable laws**

You must strictly comply with all applicable laws including any rules, regulations and guidelines issued by the Reserve Bank of India or the Securities and Exchange Board of India, with regards to customer information, confidentiality, securities trading, etc.

**17. Governing law and jurisdiction**

This employment agreement will be governed by, and construed in accordance with, the laws of India.

**18. Severability**

If any part of this employment agreement is found to be illegal or unenforceable by any court of law or any competent governmental or other authority, the remaining parts of the agreement will be severable and enforceable in accordance with their terms, so long as they do not fail their essential purpose. You and ANZ agree to negotiate in good faith to replace any such illegal or unenforceable part with suitable substitute provisions which will maintain as far as possible the purposes and the effect of this offer.

**19. True and correct information**

You declare that all information provided by you is true and correct. If any information you have provided is false or misleading in any particular then ANZ shall be at liberty to terminate your employment without notice at its absolute discretion. By accepting this offer, you confirm that you have not been placed on a bond or convicted of any criminal offence.

**20. Employment agreement confidentiality**

It is a condition of your employment that you keep the terms of this employment agreement confidential. If you have any questions in relation to these matters you may raise them with your line manager or your recruitment consultant.

**21. Consent to Electronic Transmission of Information**

You agree to receive, for your consideration, this employment agreement electronically by accessing the ANZ Onboarding Centre using your unique logon username and password which you have created.

Should you agree to accept the terms and conditions in this employment agreement, you consent to do so by way of e-Execution. This will require you to:

- select the option below that will confirm that you have read, you have understood and you agree to the terms and conditions in this employment agreement;
- type your first name and surname in the space provided to confirm your identity; and • then click on "Submit".

When you meet your Onboarding Specialist, you will also need to sign this employment agreement by way of your handwritten signature.

Yours sincerely



Rita Newman

**Tribe Lead, Joiners & Movers**

## *Schedule 1 - Details of position and working arrangements*

**Position title** Fulfilment/Settlement

**Officer Classification**

Officer Group 6.3

**Reporting arrangements**

Sunny M

**Place of work**

Manyata Embassy Business Park, Outer Ring Road, Near Nagavara, Bengaluru - 560045

**Agreed hours of work**

You agree to work 170 hours per four weekly cycle and any reasonable additional hours you may need to work to effectively perform your role. Your remuneration includes compensation for all hours that you are required to work.

You may be eligible to receive paid overtime or other allowances/payments where you work hours outside of those hours specified above. These allowances/payments will be paid in accordance with ANZ policy.

**Rostered hours of work**

The days and times you will be required to work these hours and any changes will be advised to you by ANZ.

You may be required to work any shift timing that is required of you by ANZ, including the night shift. Shift times may be subject to change with or without notice. You agree that you will be bound to work shifts as required by ANZ.

**Suspension**

ANZ may suspend you from performing your duties at ANZ's absolute discretion. An example of where this may occur is if you are subject to an investigation relating to potential breaches of the ANZ Code of Conduct and Ethics (or other ANZ policies, procedures, rules or codes) or if you are subject to an investigation by a regulator.

Generally, you will be suspended with pay. Subject to the laws of your country, ANZ may consider it necessary to suspend you from performing your duties without pay.

## Schedule 2 - Pay and rewards

### Remuneration Rs. (p.a)

Basic Salary

- 280,000

HRA

- 72,000

Provident Fund (ANZ's Company Contribution)\* •

41,600

Flexible Component •

94,400

Lunch Coupons (Sodexo) •

12,000

ESI Contribution \*\*

- n/a

Total Employment Cost (TEC) •

440,000.00

Your TEC is based on the full-time hours. If you are employed part-time, your TEC and any relevant components will be pro-rated based on your part-time hours of work.

You agree that an incremental employer payments/contributions that ANZ may have to incur/remit in order to meet or adapt to regulatory requirements, amendments or changes in interpretation of law, or business needs or due to the subsequent coverage under any social security or other benefit statute, will be adjusted from other existing components in the TEC above, provided always that your overall TEC will remain the same

### Note:

\*Provident fund: Both you and ANZ will make provident fund contributions required by law. You agree that ANZ may deduct your contribution from your salary and remit it to the Provident Fund on your behalf.

\*\*Employee state insurance (ESI): If you are covered under ESI, both you and ANZ will make ESI contributions as required by law.

In addition to the amounts outlined above, you may receive a statutory bonus and/or Service Weightage Allowance if eligible and as mandated by applicable law.

### Payment of salary

All ANZ employees are required to have their salary credited to an ANZ bank account, where such a facility is available. If your location does not currently have such a facility, ANZ will credit your salary to your nominated bank account which is required to be a bank account opened with an ANZ-preferred bank as determined by ANZ at the relevant time.

### Gratuity

You will be eligible for gratuity on completion of 4 years of continuous service if you meet the eligibility criteria provided in applicable Indian laws and ANZ policy. Any gratuity will be paid upon termination of employment with ANZ.

### ANZ Incentive Plan Participation

You may be eligible to participate in an applicable ANZ incentive plan.

Incentives and other rewards are not guaranteed, they do not form part of your terms and conditions of employment and they are granted at ANZ's discretion and in accordance with all applicable ANZ policies (as varied from time to time) and incentive plan terms (as varied from time to time). ANZ may take into account any matters it considers relevant in determining whether and to what extent any incentives or other rewards are granted, including but not limited to the performance of ANZ, the relevant business, and your individual performance (relative to your peers) and behaviours.

Incentives may be paid in cash, deferred equity, deferred cash, or a combination at ANZ's discretion.

ANZ may change the way in which incentives or rewards are given under the applicable incentive plan at any time, including by changing the ratio of cash to equity, the threshold for cash payments, any applicable performance conditions and the deferral periods.

If you are granted deferred equity or cash as part of your variable reward, any applicable conditions of grant will be provided to you at that time.

ANZ may withhold tax and contributions as required by law (for example, superannuation/pension) from any incentive that is paid to you.

### **Downward Adjustment**

Any deferred remuneration (such as deferred equity and deferred cash) granted to you at any time will be subject to the conditions on which it is granted, including ANZ's discretion to downward adjust or further defer the relevant deferred remuneration. The conditions of grant applicable to each award will be made available to you at or about the time the grant is made.

Where there is a downward adjustment, the relevant deferred remuneration will be immediately and automatically forfeited or will immediately and automatically lapse (as appropriate) and will not thereafter vest or be released, provided or paid.

### ***Schedule 3 - Details on termination of employment***

#### **Probationary period**

A probationary period of 3 months will apply from the commencement date. You or ANZ may terminate your employment during the probationary period with two weeks' written notice.

#### **Resignation**

You may resign from ANZ by giving 2 months written notice (or a shorter period if agreed with ANZ).

#### **Termination on notice**

ANZ may end your employment by giving you 2 months written notice.

You will not be entitled to the notice in this clause if your employment ends:

- (a) during your probation period; or
- (b) for a reason that results in termination without notice.

#### **Payment in lieu of notice**

ANZ may at its sole discretion choose to pay you in lieu of some or all of the notice periods (relating to resignation and termination on notice) set out above.

Any payment in lieu of notice will be calculated on the basis of your TEC (minus the provident fund component).

#### **Duties during notice period**

During a notice period, ANZ may require that you not perform your duties or attend at the workplace or that you perform different duties. You agree to stop communicating with any ANZ Group customers, suppliers, employees and contractors if asked to do so by ANZ. However, you remain an employee of ANZ and bound by the terms of this employment agreement until the end of the notice period.

#### **Termination without notice**

ANZ may end your employment without notice (or payment in lieu) if, in the opinion of ANZ, you engage in unacceptable behaviour that constitutes serious misconduct (including fraud, theft or dishonesty), or if you engage in other conduct that is a serious neglect of duty, or conduct tending to bring yourself, ANZ and/or any of its related corporations into disrepute, or serious breach of any of the terms of this employment agreement or is a material breach of any company policy.

#### **Non-solicitation**

During your employment with ANZ and for 6 months after your employment with ANZ ends you must not (either alone, with or through others) solicit, interfere with or attempt to entice away from ANZ Group:

- any employee of ANZ Group; or
- any customer or client of ANZ Group or any person who was in the habit of dealing with ANZ,

with whom you have had direct or indirect contact or dealings, or knowledge of, during the 12 months before your employment with ANZ ended.

You acknowledge that the restriction is both reasonable and necessary in order to protect the legitimate business interests of ANZ.

Your obligations relating to confidential information continue to operate following the end of this non solicitation period.

#### **Return of property**

You will be responsible for the safekeeping of all ANZ property which may be in your use, custody or charge. At any time if requested by ANZ, or when your employment ends, you must return all ANZ Group property to ANZ. You must also return any notes or records (electronic, hard copy or otherwise) made during the course of your employment which contain any information that is confidential to ANZ Group.

#### **Notice requirements**

Notice of termination provided by you or ANZ must be in writing.

Where notice is provided to you by ANZ, notice must be either delivered to you personally or delivered by registered post or courier to you at your home address last known to ANZ.

Where it is not practicable to deliver the notice as above, ANZ may serve you such notice electronically.

Where you are providing notice to ANZ, such notice must be in writing and must be either delivered in person or by registered post or courier to your line manager (or acting line manager).

Where it is not practicable to deliver the notice as above, you may serve such notice on your line manager or acting line manager electronically.

Attachments

### QUERIES OR QUESTIONS ABOUT YOUR OFFER BEFORE ACCEPTING?

If you have a query about your offer or wish to discuss any of the terms and conditions contained in your employment agreement prior to accepting, please contact:

**Recruiter**  
Punith Kumar G

**Email**  
[kumarp31@ANZ.COM](mailto:kumarp31@ANZ.COM)

### OFFER RESPONSE

By selecting 'Accept the offer' I am confirming that I have read, I have understood and I agree to all the terms and conditions set out in this employment agreement (including the Schedules).

By selecting 'Decline the offer' I am confirming that I am declining the offer set out in this employment agreement and have provided my reasons in the comments box below

\*Response Accept  
the offer

Decline Comments (if you are declining the offer)

*Any comments entered here will be received by the Recruiter*

### MY ELECTRONIC SIGNATURE

\*  
First Name (Please type your First Name as shown below under  
Printed Name)  
\*\*\*\*\*

\*  
Last Name (Please type your Last Name as shown below under Printed  
Name)  
\*\*\*\*\*

PRINTED NAME

Date (captured upon submission)

Before clicking on 'Submit' please ensure you have selected the correct option (accept or decline) and that all the other information you have provided in the electronic signing page is correct. Once you click 'Submit' your response will be sent to and recorded in ANZ's systems. A confirmation email of your decision will be emailed to you.

We recommend that you print a copy of this offer for your personal records.



## Agreement

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### Offer of employment with ANZ

**Confidential**



ANZ Support Services India Pvt Ltd  
"Eucalyptus", Manyata Embassy Business Park - SEZ,  
Outer Ring Road, Nagavara & Rachenahalli Village  
K R Puram Hobli  
Bengaluru 560 045

Dear MOHAMMED IBRAHIM

On behalf of ANZ, I am pleased to offer you the position of Fulfilment/Settlement Officer with ANZ Support Services India Pvt Ltd (**ANZ**).

This letter provides you with the information you need to accept this offer and the things you will need to do prior to your commencement with ANZ. You will find enclosed a copy of your employment agreement.

#### **Accepting ANZ's offer of employment and next steps**

As part of our e-Execution process, you will be asked if you accept the offer and the terms of employment in the employment agreement (including the cover letter and Schedules). We must receive your e-Executed employment agreement electronically within five calendar days from the date of this letter, otherwise this offer may be withdrawn.

Please also bring the following original documents with you for verification on your first day of work:

- photo identification including any two of your current PAN card, voters identification, drivers licence or passport
- copies of all documents relating to your skills, experience and qualifications, as required by ANZ
- where applicable, copies of all visas you have to enable you to work in India

If this documentation is not provided prior to your commencement with ANZ, you may be asked to defer commencement until the documentation is produced. Please also arrange to:

#### **1. Open a bank account**

All ANZ employees are required to have their salary credited to an ANZ bank account, where such a facility is available. If your location does not currently have such a facility, ANZ will assist you in opening a bank account with a preferred bank as determined by ANZ at the relevant time.

#### **2. Provide consent to undergo pre-employment screening**

To comply with its legal and regulatory obligations and in accordance with ANZ policy, ANZ may require you to consent to undergo a police record check or other background checks before you commence employment with ANZ.

ANZ may engage the services of an external provider to conduct these checks. This external provider may contact you prior to your commencement with ANZ to obtain your consent.

If you have further questions please contact your line manager or recruitment consultant to talk about any aspects of this offer. I look forward

to welcoming you as part of the team and wish you every success in your new role.

Yours sincerely



Rita Newman

**Tribe Lead, Joiners & Movers**



ANZ Support Services India Pvt Ltd  
"Eucalyptus", Manyata Embassy Business Park - SEZ,  
Outer Ring Road, Nagavara & Rachenahalli Village  
K R Puram Hobli  
Bengaluru 560 045

Dear MOHAMMED IBRAHIM,

On behalf of ANZ, I am pleased to offer you the position of Fulfilment/Settlement Officer with ANZ Support Services India Pvt Ltd (ANZ).

This letter sets out the terms of your employment, and constitutes your employment agreement with ANZ. If you accept this offer, this agreement will become your only employment agreement with ANZ and will replace all previous employment agreements and understandings between you and ANZ.

**1. Position details**

The details of your position with ANZ including your reporting arrangements, work location and the date you will start work in this position are set out in Schedule 1.

You agree to diligently perform the duties and responsibilities that ANZ assigns to you. ANZ may vary these duties and responsibilities at any time.

**2. Pay and rewards**

Information about your pay and rewards are contained in Schedule 2.

**3. Hours of work**

The number of hours that you agree to work and details of other work arrangements are set out in Schedule 1.

**4. Policies, procedures, rules and codes**

Information about the way we work at ANZ is contained in our policies, procedures, rules and codes. You are required to comply with these policies, procedures, rules and codes and it is important that you read and familiarise yourself with them. Our policies are available on the intranet.

These policies, procedures, rules and codes do not form part of your employment agreement and may be varied by ANZ from time to time at ANZ's discretion.

## **5. Code of conduct and ethics**

ANZ has developed guiding principles and ethical standards which apply to you as an employee of ANZ. These are set out in the Code of Conduct and Ethics and the supporting policy framework. You must act in accordance with these principles and standards at all times.

## **6. Leave**

Your leave entitlements, including annual leave, sick and parental leave are contained in ANZ's policies. ANZ is committed to ensuring that its leave policies comply with at least the minimum legal requirements.

## **7. Ending employment with ANZ**

Schedule 3 sets out the different ways that your employment with ANZ may come to an end and the entitlements and obligations that will apply.

## **8. Conflict of Interest**

Some activities or interests may conflict with your obligations to ANZ. These activities and interests include:

- (a) any outside business interest including non-ANZ work (paid or unpaid), business ventures, directorships, partnerships or a direct or indirect financial interest which has the potential to be in conflict with your employment, the interests of ANZ or ANZ's partners, customers or suppliers; or
  - (b) engaging in any activity that might compete directly or indirectly with ANZ Group (in this employment agreement, ANZ Group means ANZ and any related body corporate as defined in the Corporations Act 2001, any joint ventures or partnerships in which ANZ is a participant or any body corporate in which ANZ or a related body corporate of ANZ is a strategic investor or has a strategic equity interest) or might pose a conflict of interest with your employment; or
  - (c) having or gaining an interest including a direct or indirect financial interest (for example, ownership of shares or ownership or investment in an outside business), which might pose a conflict of interest with your employment.
- You must not do any things that may conflict with your obligations to ANZ, no matter how minor they may seem to be, unless you have the prior written approval of ANZ.

You must also disclose any potential conflict of interest to ANZ before you start work and as soon as possible, at any time one arises, during your employment.

## **9. Confidential information**

As a leading and trusted financial institution it is essential that ANZ guarantees the privacy, confidentiality and integrity of its information.

Confidential information is any information about ANZ Group, its customers or its affairs which you obtain during your employment, unless the information is already available to the public other than as a result of a breach of this clause. Some specific examples of confidential information include information about:

- Customers, including, their names, contact details, financial information and the dealings they have with ANZ Group or the products and services we have supplied to them;
- ANZ's processes, procedures and systems;
- Working documents such as research, strategies, papers, proposals, presentations and financial information.

You must keep secure, and must not disclose or use confidential information except where required as part of your role, or with your line manager's written agreement.

These obligations continue after your employment with ANZ ends.

## **10. Intellectual property**

In the course of your employment you may develop concepts or materials which give rise to intellectual property rights. You agree:

- that ANZ will own all of these intellectual property rights;
- where applicable, to assign to ANZ any of these intellectual property rights (including any future rights) on a worldwide basis;
- to irrevocably waive any moral rights that you may hold in any materials concepts or ideas you create during your employment with ANZ; and
- to execute any further documents that are required by ANZ to give effect to these obligations.

## **11. Monitoring of ANZ systems**

As a leading global financial institution ANZ has obligations to monitor and report fraud and other irregular activities to regulatory authorities. All ANZ systems and equipment, including employee ANZ bank accounts, are monitored for purposes including the detection and prevention of fraudulent activity. Your communications and access are not private and monitoring may take place for work-related, security or other investigatory purposes. For security purposes ANZ may record such telephone conversations as it may consider appropriate and may access recorded information in the case of a security or other investigation. You should be aware that any private discussions made on these lines may be intercepted and your personal privacy is not guaranteed.

## **12. Repayment of monies**

You acknowledge that, both during your employment and after your employment ends, you have an obligation to repay any employment related amounts you owe to ANZ.

You agree that for all employment related amounts:

- upon request, you will repay any monies mistakenly paid to you by ANZ;
- upon request, you will repay all amounts you owe to ANZ (for example, personal expenses incurred on an ANZ provided credit card or mobile telephone, or amounts owing for ANZ funded study assistance); and
- subject to law, ANZ is authorised to withhold unpaid amounts from monies otherwise owed to you upon termination of employment.

## **13. Pre-employment screening & ongoing screening**

In accordance with its legal and regulatory obligations, and in accordance with ANZ policy, you may be required to undergo a police record check prior to commencing work with ANZ, or at other times during your employment.

You may also be required to undergo other checks (e.g. bankruptcy checks, sanctions screening, reference checks, etc). ANZ may engage the services of an external provider to conduct these checks.

Your initial and ongoing employment is conditional on ANZ being satisfied that the results of:

- a police record check are compatible with the inherent requirements of your position; and
- any other required background or other checks are to the satisfaction of ANZ (keeping in mind your position and ANZ's role as a financial institution)

ANZ may use any information you provide to conduct reference checks and any other background checks.

Your employment is also conditional upon you holding all necessary visas and meeting all immigration requirements necessary for you to work in India in this position.

If, in the opinion of ANZ, any of your background checks, reference checks or visas are not satisfactory, ANZ may choose not to commence your employment, or where you have already started, to end your employment immediately, with no liability to pay compensation to you.

## **14. Variations to this employment agreement**

You and ANZ may agree to vary this employment agreement in writing.

In addition, to meet business needs, ANZ may change your position, position title, reporting arrangements, duties and location on giving you reasonable notice. ANZ may also change the various components of your TEC as described in Schedule 2.

Changes to the terms and conditions of your employment will not constitute a termination of your employment, and will not entitle you to any benefits under the ending employment provisions of this employment agreement.

If any changes are made to the terms of your employment, all other terms of this employment agreement will continue to apply to your employment.

## **15. National (Australian) Privacy Principles and India Privacy Legislation**

In addition to the terms and conditions contained in this employment agreement, the following shall also be applicable:

- (a) the National (Australian) Privacy Principles form part of this letter and apply to your employment. You must diligently comply with those principles in performing your duties for ANZ.
- (b) India Privacy Laws: The Government of India has notified The Reasonable security practices and procedures and sensitive personal data or information Rules (Privacy Laws).

Privacy Laws provide various obligations on organisations in India. To facilitate your employment, or to comply with statutory or regulatory requirements, ANZ Support Services India Pvt Ltd will collect sensitive personal data or information about you and your dependants from time to time. This includes, without limitation, information relevant to your employment or your dependants'

information such as password, physical, physiological or mental health conditions, medical records, or financial information such as your bank account details.

ANZ Support Services India Pvt Ltd may also be required to collect, transfer, or disclose such information to other ANZ entities (including ANZ Banking Group Limited) and/or to third parties where it is necessary to facilitate your employment. This may include medical practitioners, rehabilitation providers, insurers or other experts, agents and consultants to assist ANZ in relation to your employment.

By accepting this you provide your consent to ANZ Support Services India Pvt Ltd and other entities as above to collect, store, share and use the sensitive personal data or information about you or your dependants.

**16. Compliance with applicable laws**

You must strictly comply with all applicable laws including any rules, regulations and guidelines issued by the Reserve Bank of India or the Securities and Exchange Board of India, with regards to customer information, confidentiality, securities trading, etc.

**17. Governing law and jurisdiction**

This employment agreement will be governed by, and construed in accordance with, the laws of India.

**18. Severability**

If any part of this employment agreement is found to be illegal or unenforceable by any court of law or any competent governmental or other authority, the remaining parts of the agreement will be severable and enforceable in accordance with their terms, so long as they do not fail their essential purpose. You and ANZ agree to negotiate in good faith to replace any such illegal or unenforceable part with suitable substitute provisions which will maintain as far as possible the purposes and the effect of this offer.

**19. True and correct information**

You declare that all information provided by you is true and correct. If any information you have provided is false or misleading in any particular then ANZ shall be at liberty to terminate your employment without notice at its absolute discretion. By accepting this offer, you confirm that you have not been placed on a bond or convicted of any criminal offence.

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It is a condition of your employment that you keep the terms of this employment agreement confidential. If you have any questions in relation to these matters you may raise them with your line manager or your recruitment consultant.

**21. Consent to Electronic Transmission of Information**

You agree to receive, for your consideration, this employment agreement electronically by accessing the ANZ Onboarding Centre using your unique logon username and password which you have created.

Should you agree to accept the terms and conditions in this employment agreement, you consent to do so by way of e-Execution. This will require you to:

- select the option below that will confirm that you have read, you have understood and you agree to the terms and conditions in this employment agreement;
- type your first name and surname in the space provided to confirm your identity; and • then click on "Submit".

When you meet your Onboarding Specialist, you will also need to sign this employment agreement by way of your handwritten signature.

Yours sincerely



Rita Newman

**Tribe Lead, Joiners & Movers**

## *Schedule 1 - Details of position and working arrangements*

**Position title** Fulfilment/Settlement

**Officer Classification**

Officer Group 6.3

**Reporting arrangements**

Sunny M

**Place of work**

Manyata Embassy Business Park, Outer Ring Road, Near Nagavara, Bengaluru - 560045

**Agreed hours of work**

You agree to work 170 hours per four weekly cycle and any reasonable additional hours you may need to work to effectively perform your role. Your remuneration includes compensation for all hours that you are required to work.

You may be eligible to receive paid overtime or other allowances/payments where you work hours outside of those hours specified above. These allowances/payments will be paid in accordance with ANZ policy.

**Rostered hours of work**

The days and times you will be required to work these hours and any changes will be advised to you by ANZ.

You may be required to work any shift timing that is required of you by ANZ, including the night shift. Shift times may be subject to change with or without notice. You agree that you will be bound to work shifts as required by ANZ.

**Suspension**

ANZ may suspend you from performing your duties at ANZ's absolute discretion. An example of where this may occur is if you are subject to an investigation relating to potential breaches of the ANZ Code of Conduct and Ethics (or other ANZ policies, procedures, rules or codes) or if you are subject to an investigation by a regulator.

Generally, you will be suspended with pay. Subject to the laws of your country, ANZ may consider it necessary to suspend you from performing your duties without pay.

## Schedule 2 - Pay and rewards

### Remuneration Rs. (p.a)

Basic Salary

- 280,000

HRA

- 72,000

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94,400

Lunch Coupons (Sodexo) •

12,000

ESI Contribution \*\*

- n/a

Total Employment Cost (TEC) •

440,000.00

Your TEC is based on the full-time hours. If you are employed part-time, your TEC and any relevant components will be pro-rated based on your part-time hours of work.

You agree that an incremental employer payments/contributions that ANZ may have to incur/remit in order to meet or adapt to regulatory requirements, amendments or changes in interpretation of law, or business needs or due to the subsequent coverage under any social security or other benefit statute, will be adjusted from other existing components in the TEC above, provided always that your overall TEC will remain the same

### Note:

\*Provident fund: Both you and ANZ will make provident fund contributions required by law. You agree that ANZ may deduct your contribution from your salary and remit it to the Provident Fund on your behalf.

\*\*Employee state insurance (ESI): If you are covered under ESI, both you and ANZ will make ESI contributions as required by law.

In addition to the amounts outlined above, you may receive a statutory bonus and/or Service Weightage Allowance if eligible and as mandated by applicable law.

### Payment of salary

All ANZ employees are required to have their salary credited to an ANZ bank account, where such a facility is available. If your location does not currently have such a facility, ANZ will credit your salary to your nominated bank account which is required to be a bank account opened with an ANZ-preferred bank as determined by ANZ at the relevant time.

### Gratuity

You will be eligible for gratuity on completion of 4 years of continuous service if you meet the eligibility criteria provided in applicable Indian laws and ANZ policy. Any gratuity will be paid upon termination of employment with ANZ.

### ANZ Incentive Plan Participation

You may be eligible to participate in an applicable ANZ incentive plan.

Incentives and other rewards are not guaranteed, they do not form part of your terms and conditions of employment and they are granted at ANZ's discretion and in accordance with all applicable ANZ policies (as varied from time to time) and incentive plan terms (as varied from time to time). ANZ may take into account any matters it considers relevant in determining whether and to what extent any incentives or other rewards are granted, including but not limited to the performance of ANZ, the relevant business, and your individual performance (relative to your peers) and behaviours.

Incentives may be paid in cash, deferred equity, deferred cash, or a combination at ANZ's discretion.

ANZ may change the way in which incentives or rewards are given under the applicable incentive plan at any time, including by changing the ratio of cash to equity, the threshold for cash payments, any applicable performance conditions and the deferral periods.

If you are granted deferred equity or cash as part of your variable reward, any applicable conditions of grant will be provided to you at that time.

ANZ may withhold tax and contributions as required by law (for example, superannuation/pension) from any incentive that is paid to you.

### **Downward Adjustment**

Any deferred remuneration (such as deferred equity and deferred cash) granted to you at any time will be subject to the conditions on which it is granted, including ANZ's discretion to downward adjust or further defer the relevant deferred remuneration. The conditions of grant applicable to each award will be made available to you at or about the time the grant is made.

Where there is a downward adjustment, the relevant deferred remuneration will be immediately and automatically forfeited or will immediately and automatically lapse (as appropriate) and will not thereafter vest or be released, provided or paid.



### ***Schedule 3 - Details on termination of employment***

#### **Probationary period**

A probationary period of 3 months will apply from the commencement date. You or ANZ may terminate your employment during the probationary period with two weeks' written notice.

#### **Resignation**

You may resign from ANZ by giving 2 months written notice (or a shorter period if agreed with ANZ).

#### **Termination on notice**

ANZ may end your employment by giving you 2 months written notice.

You will not be entitled to the notice in this clause if your employment ends:

- (a) during your probation period; or
- (b) for a reason that results in termination without notice.

#### **Payment in lieu of notice**

ANZ may at its sole discretion choose to pay you in lieu of some or all of the notice periods (relating to resignation and termination on notice) set out above.

Any payment in lieu of notice will be calculated on the basis of your TEC (minus the provident fund component).

#### **Duties during notice period**

During a notice period, ANZ may require that you not perform your duties or attend at the workplace or that you perform different duties. You agree to stop communicating with any ANZ Group customers, suppliers, employees and contractors if asked to do so by ANZ. However, you remain an employee of ANZ and bound by the terms of this employment agreement until the end of the notice period.

#### **Termination without notice**

ANZ may end your employment without notice (or payment in lieu) if, in the opinion of ANZ, you engage in unacceptable behaviour that constitutes serious misconduct (including fraud, theft or dishonesty), or if you engage in other conduct that is a serious neglect of duty, or conduct tending to bring yourself, ANZ and/or any of its related corporations into disrepute, or serious breach of any of the terms of this employment agreement or is a material breach of any company policy.

#### **Non-solicitation**

During your employment with ANZ and for 6 months after your employment with ANZ ends you must not (either alone, with or through others) solicit, interfere with or attempt to entice away from ANZ Group:

- any employee of ANZ Group; or
- any customer or client of ANZ Group or any person who was in the habit of dealing with ANZ,

with whom you have had direct or indirect contact or dealings, or knowledge of, during the 12 months before your employment with ANZ ended.

You acknowledge that the restriction is both reasonable and necessary in order to protect the legitimate business interests of ANZ.

Your obligations relating to confidential information continue to operate following the end of this non solicitation period.

#### **Return of property**

You will be responsible for the safekeeping of all ANZ property which may be in your use, custody or charge. At any time if requested by ANZ, or when your employment ends, you must return all ANZ Group property to ANZ. You must also return any notes or records (electronic, hard copy or otherwise) made during the course of your employment which contain any information that is confidential to ANZ Group.

#### **Notice requirements**

Notice of termination provided by you or ANZ must be in writing.

Where notice is provided to you by ANZ, notice must be either delivered to you personally or delivered by registered post or courier to you at your home address last known to ANZ.

Where it is not practicable to deliver the notice as above, ANZ may serve you such notice electronically.

Where you are providing notice to ANZ, such notice must be in writing and must be either delivered in person or by registered post or courier to your line manager (or acting line manager).

Where it is not practicable to deliver the notice as above, you may serve such notice on your line manager or acting line manager electronically.

Attachments

### QUERIES OR QUESTIONS ABOUT YOUR OFFER BEFORE ACCEPTING?

If you have a query about your offer or wish to discuss any of the terms and conditions contained in your employment agreement prior to accepting, please contact:

**Recruiter**  
Punith Kumar G

**Email**  
[kumarp31@ANZ.COM](mailto:kumarp31@ANZ.COM)

### OFFER RESPONSE

By selecting 'Accept the offer' I am confirming that I have read, I have understood and I agree to all the terms and conditions set out in this employment agreement (including the Schedules).

By selecting 'Decline the offer' I am confirming that I am declining the offer set out in this employment agreement and have provided my reasons in the comments box below

\*Response Accept  
the offer

Decline Comments (if you are declining the offer)

*Any comments entered here will be received by the Recruiter*

### MY ELECTRONIC SIGNATURE

\*  
First Name (Please type your First Name as shown below under  
Printed Name)  
\*\*\*\*\*

\*  
Last Name (Please type your Last Name as shown below under Printed  
Name)  
\*\*\*\*\*

PRINTED NAME

Date (captured upon submission)

Before clicking on 'Submit' please ensure you have selected the correct option (accept or decline) and that all the other information you have provided in the electronic signing page is correct. Once you click 'Submit' your response will be sent to and recorded in ANZ's systems. A confirmation email of your decision will be emailed to you.

We recommend that you print a copy of this offer for your personal records.

## Agreement

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### Offer of employment with ANZ

**Confidential**



ANZ Support Services India Pvt Ltd  
"Eucalyptus", Manyata Embassy Business Park - SEZ,  
Outer Ring Road, Nagavara & Rachenahalli Village  
K R Puram Hobli  
Bengaluru 560 045

Dear MOHAMMED JUNAID M

On behalf of ANZ, I am pleased to offer you the position of Fulfilment/Settlement Officer with ANZ Support Services India Pvt Ltd (**ANZ**).

This letter provides you with the information you need to accept this offer and the things you will need to do prior to your commencement with ANZ. You will find enclosed a copy of your employment agreement.

#### **Accepting ANZ's offer of employment and next steps**

As part of our e-Execution process, you will be asked if you accept the offer and the terms of employment in the employment agreement (including the cover letter and Schedules). We must receive your e-Executed employment agreement electronically within five calendar days from the date of this letter, otherwise this offer may be withdrawn.

Please also bring the following original documents with you for verification on your first day of work:

- photo identification including any two of your current PAN card, voters identification, drivers licence or passport
- copies of all documents relating to your skills, experience and qualifications, as required by ANZ
- where applicable, copies of all visas you have to enable you to work in India

If this documentation is not provided prior to your commencement with ANZ, you may be asked to defer commencement until the documentation is produced. Please also arrange to:

#### **1. Open a bank account**

All ANZ employees are required to have their salary credited to an ANZ bank account, where such a facility is available. If your location does not currently have such a facility, ANZ will assist you in opening a bank account with a preferred bank as determined by ANZ at the relevant time.

#### **2. Provide consent to undergo pre-employment screening**

To comply with its legal and regulatory obligations and in accordance with ANZ policy, ANZ may require you to consent to undergo a police record check or other background checks before you commence employment with ANZ.

ANZ may engage the services of an external provider to conduct these checks. This external provider may contact you prior to your commencement with ANZ to obtain your consent.

If you have further questions please contact your line manager or recruitment consultant to talk about any aspects of this offer. I look forward

to welcoming you as part of the team and wish you every success in your new role.

Yours sincerely



Rita Newman

**Tribe Lead, Joiners & Movers**



ANZ Support Services India Pvt Ltd  
"Eucalyptus", Manyata Embassy Business Park - SEZ,  
Outer Ring Road, Nagavara & Rachenahalli Village  
K R Puram Hobli  
Bengaluru 560 045

Dear MOHAMMED JUNAID M,

On behalf of ANZ, I am pleased to offer you the position of Fulfilment/Settlement Officer with ANZ Support Services India Pvt Ltd (ANZ).

This letter sets out the terms of your employment, and constitutes your employment agreement with ANZ. If you accept this offer, this agreement will become your only employment agreement with ANZ and will replace all previous employment agreements and understandings between you and ANZ.

**1. Position details**

The details of your position with ANZ including your reporting arrangements, work location and the date you will start work in this position are set out in Schedule 1.

You agree to diligently perform the duties and responsibilities that ANZ assigns to you. ANZ may vary these duties and responsibilities at any time.

**2. Pay and rewards**

Information about your pay and rewards are contained in Schedule 2.

**3. Hours of work**

The number of hours that you agree to work and details of other work arrangements are set out in Schedule 1.

**4. Policies, procedures, rules and codes**

Information about the way we work at ANZ is contained in our policies, procedures, rules and codes. You are required to comply with these policies, procedures, rules and codes and it is important that you read and familiarise yourself with them. Our policies are available on the intranet.

These policies, procedures, rules and codes do not form part of your employment agreement and may be varied by ANZ from time to time at ANZ's discretion.

## **5. Code of conduct and ethics**

ANZ has developed guiding principles and ethical standards which apply to you as an employee of ANZ. These are set out in the Code of Conduct and Ethics and the supporting policy framework. You must act in accordance with these principles and standards at all times.

## **6. Leave**

Your leave entitlements, including annual leave, sick and parental leave are contained in ANZ's policies. ANZ is committed to ensuring that its leave policies comply with at least the minimum legal requirements.

## **7. Ending employment with ANZ**

Schedule 3 sets out the different ways that your employment with ANZ may come to an end and the entitlements and obligations that will apply.

## **8. Conflict of Interest**

Some activities or interests may conflict with your obligations to ANZ. These activities and interests include:

- (a) any outside business interest including non-ANZ work (paid or unpaid), business ventures, directorships, partnerships or a direct or indirect financial interest which has the potential to be in conflict with your employment, the interests of ANZ or ANZ's partners, customers or suppliers; or
  - (b) engaging in any activity that might compete directly or indirectly with ANZ Group (in this employment agreement, ANZ Group means ANZ and any related body corporate as defined in the Corporations Act 2001, any joint ventures or partnerships in which ANZ is a participant or any body corporate in which ANZ or a related body corporate of ANZ is a strategic investor or has a strategic equity interest) or might pose a conflict of interest with your employment; or
  - (c) having or gaining an interest including a direct or indirect financial interest (for example, ownership of shares or ownership or investment in an outside business), which might pose a conflict of interest with your employment.
- You must not do any things that may conflict with your obligations to ANZ, no matter how minor they may seem to be, unless you have the prior written approval of ANZ.

You must also disclose any potential conflict of interest to ANZ before you start work and as soon as possible, at any time one arises, during your employment.

## **9. Confidential information**

As a leading and trusted financial institution it is essential that ANZ guarantees the privacy, confidentiality and integrity of its information.

Confidential information is any information about ANZ Group, its customers or its affairs which you obtain during your employment, unless the information is already available to the public other than as a result of a breach of this clause. Some specific examples of confidential information include information about:

- Customers, including, their names, contact details, financial information and the dealings they have with ANZ Group or the products and services we have supplied to them;
- ANZ's processes, procedures and systems;
- Working documents such as research, strategies, papers, proposals, presentations and financial information.

You must keep secure, and must not disclose or use confidential information except where required as part of your role, or with your line manager's written agreement.

These obligations continue after your employment with ANZ ends.

## **10. Intellectual property**

In the course of your employment you may develop concepts or materials which give rise to intellectual property rights. You agree:

- that ANZ will own all of these intellectual property rights;
- where applicable, to assign to ANZ any of these intellectual property rights (including any future rights) on a worldwide basis;
- to irrevocably waive any moral rights that you may hold in any materials concepts or ideas you create during your employment with ANZ; and
- to execute any further documents that are required by ANZ to give effect to these obligations.

## **11. Monitoring of ANZ systems**

As a leading global financial institution ANZ has obligations to monitor and report fraud and other irregular activities to regulatory authorities. All ANZ systems and equipment, including employee ANZ bank accounts, are monitored for purposes including the detection and prevention of fraudulent activity. Your communications and access are not private and monitoring may take place for work-related, security or other investigatory purposes. For security purposes ANZ may record such telephone conversations as it may consider appropriate and may access recorded information in the case of a security or other investigation. You should be aware that any private discussions made on these lines may be intercepted and your personal privacy is not guaranteed.

## **12. Repayment of monies**

You acknowledge that, both during your employment and after your employment ends, you have an obligation to repay any employment related amounts you owe to ANZ.

You agree that for all employment related amounts:

- upon request, you will repay any monies mistakenly paid to you by ANZ;
- upon request, you will repay all amounts you owe to ANZ (for example, personal expenses incurred on an ANZ provided credit card or mobile telephone, or amounts owing for ANZ funded study assistance); and
- subject to law, ANZ is authorised to withhold unpaid amounts from monies otherwise owed to you upon termination of employment.

## **13. Pre-employment screening & ongoing screening**

In accordance with its legal and regulatory obligations, and in accordance with ANZ policy, you may be required to undergo a police record check prior to commencing work with ANZ, or at other times during your employment.

You may also be required to undergo other checks (e.g. bankruptcy checks, sanctions screening, reference checks, etc). ANZ may engage the services of an external provider to conduct these checks.

Your initial and ongoing employment is conditional on ANZ being satisfied that the results of:

- a police record check are compatible with the inherent requirements of your position; and
- any other required background or other checks are to the satisfaction of ANZ (keeping in mind your position and ANZ's role as a financial institution)

ANZ may use any information you provide to conduct reference checks and any other background checks.

Your employment is also conditional upon you holding all necessary visas and meeting all immigration requirements necessary for you to work in India in this position.

If, in the opinion of ANZ, any of your background checks, reference checks or visas are not satisfactory, ANZ may choose not to commence your employment, or where you have already started, to end your employment immediately, with no liability to pay compensation to you.

## **14. Variations to this employment agreement**

You and ANZ may agree to vary this employment agreement in writing.

In addition, to meet business needs, ANZ may change your position, position title, reporting arrangements, duties and location on giving you reasonable notice. ANZ may also change the various components of your TEC as described in Schedule 2.

Changes to the terms and conditions of your employment will not constitute a termination of your employment, and will not entitle you to any benefits under the ending employment provisions of this employment agreement.

If any changes are made to the terms of your employment, all other terms of this employment agreement will continue to apply to your employment.

## **15. National (Australian) Privacy Principles and India Privacy Legislation**

In addition to the terms and conditions contained in this employment agreement, the following shall also be applicable:

- (a) the National (Australian) Privacy Principles form part of this letter and apply to your employment. You must diligently comply with those principles in performing your duties for ANZ.
- (b) India Privacy Laws: The Government of India has notified The Reasonable security practices and procedures and sensitive personal data or information Rules (Privacy Laws).

Privacy Laws provide various obligations on organisations in India. To facilitate your employment, or to comply with statutory or regulatory requirements, ANZ Support Services India Pvt Ltd will collect sensitive personal data or information about you and your dependants from time to time. This includes, without limitation, information relevant to your employment or your dependants'

information such as password, physical, physiological or mental health conditions, medical records, or financial information such as your bank account details.

ANZ Support Services India Pvt Ltd may also be required to collect, transfer, or disclose such information to other ANZ entities (including ANZ Banking Group Limited) and/or to third parties where it is necessary to facilitate your employment. This may include medical practitioners, rehabilitation providers, insurers or other experts, agents and consultants to assist ANZ in relation to your employment.

By accepting this you provide your consent to ANZ Support Services India Pvt Ltd and other entities as above to collect, store, share and use the sensitive personal data or information about you or your dependants.

**16. Compliance with applicable laws**

You must strictly comply with all applicable laws including any rules, regulations and guidelines issued by the Reserve Bank of India or the Securities and Exchange Board of India, with regards to customer information, confidentiality, securities trading, etc.

**17. Governing law and jurisdiction**

This employment agreement will be governed by, and construed in accordance with, the laws of India.

**18. Severability**

If any part of this employment agreement is found to be illegal or unenforceable by any court of law or any competent governmental or other authority, the remaining parts of the agreement will be severable and enforceable in accordance with their terms, so long as they do not fail their essential purpose. You and ANZ agree to negotiate in good faith to replace any such illegal or unenforceable part with suitable substitute provisions which will maintain as far as possible the purposes and the effect of this offer.

**19. True and correct information**

You declare that all information provided by you is true and correct. If any information you have provided is false or misleading in any particular then ANZ shall be at liberty to terminate your employment without notice at its absolute discretion. By accepting this offer, you confirm that you have not been placed on a bond or convicted of any criminal offence.

**20. Employment agreement confidentiality**

It is a condition of your employment that you keep the terms of this employment agreement confidential. If you have any questions in relation to these matters you may raise them with your line manager or your recruitment consultant.

**21. Consent to Electronic Transmission of Information**

You agree to receive, for your consideration, this employment agreement electronically by accessing the ANZ Onboarding Centre using your unique logon username and password which you have created.

Should you agree to accept the terms and conditions in this employment agreement, you consent to do so by way of e-Execution. This will require you to:

- select the option below that will confirm that you have read, you have understood and you agree to the terms and conditions in this employment agreement;
- type your first name and surname in the space provided to confirm your identity; and • then click on "Submit".

When you meet your Onboarding Specialist, you will also need to sign this employment agreement by way of your handwritten signature.

Yours sincerely



Rita Newman

**Tribe Lead, Joiners & Movers**

## *Schedule 1 - Details of position and working arrangements*

**Position title** Fulfilment/Settlement

**Officer Classification**

Officer Group 6.3

**Reporting arrangements**

Sunny M

**Place of work**

Manyata Embassy Business Park, Outer Ring Road, Near Nagavara, Bengaluru - 560045

**Agreed hours of work**

You agree to work 170 hours per four weekly cycle and any reasonable additional hours you may need to work to effectively perform your role. Your remuneration includes compensation for all hours that you are required to work.

You may be eligible to receive paid overtime or other allowances/payments where you work hours outside of those hours specified above. These allowances/payments will be paid in accordance with ANZ policy.

**Rostered hours of work**

The days and times you will be required to work these hours and any changes will be advised to you by ANZ.

You may be required to work any shift timing that is required of you by ANZ, including the night shift. Shift times may be subject to change with or without notice. You agree that you will be bound to work shifts as required by ANZ.

**Suspension**

ANZ may suspend you from performing your duties at ANZ's absolute discretion. An example of where this may occur is if you are subject to an investigation relating to potential breaches of the ANZ Code of Conduct and Ethics (or other ANZ policies, procedures, rules or codes) or if you are subject to an investigation by a regulator.

Generally, you will be suspended with pay. Subject to the laws of your country, ANZ may consider it necessary to suspend you from performing your duties without pay.



## Schedule 2 - Pay and rewards

### Remuneration Rs. (p.a)

Basic Salary

- 280,000

HRA

- 72,000

Provident Fund (ANZ's Company Contribution)\* •

41,600

Flexible Component •

94,400

Lunch Coupons (Sodexo) •

12,000

ESI Contribution \*\*

- n/a

Total Employment Cost (TEC) •

440,000.00

Your TEC is based on the full-time hours. If you are employed part-time, your TEC and any relevant components will be pro-rated based on your part-time hours of work.

You agree that an incremental employer payments/contributions that ANZ may have to incur/remit in order to meet or adapt to regulatory requirements, amendments or changes in interpretation of law, or business needs or due to the subsequent coverage under any social security or other benefit statute, will be adjusted from other existing components in the TEC above, provided always that your overall TEC will remain the same

### Note:

\*Provident fund: Both you and ANZ will make provident fund contributions required by law. You agree that ANZ may deduct your contribution from your salary and remit it to the Provident Fund on your behalf.

\*\*Employee state insurance (ESI): If you are covered under ESI, both you and ANZ will make ESI contributions as required by law.

In addition to the amounts outlined above, you may receive a statutory bonus and/or Service Weightage Allowance if eligible and as mandated by applicable law.

### Payment of salary

All ANZ employees are required to have their salary credited to an ANZ bank account, where such a facility is available. If your location does not currently have such a facility, ANZ will credit your salary to your nominated bank account which is required to be a bank account opened with an ANZ-preferred bank as determined by ANZ at the relevant time.

### Gratuity

You will be eligible for gratuity on completion of 4 years of continuous service if you meet the eligibility criteria provided in applicable Indian laws and ANZ policy. Any gratuity will be paid upon termination of employment with ANZ.

### ANZ Incentive Plan Participation

You may be eligible to participate in an applicable ANZ incentive plan.

Incentives and other rewards are not guaranteed, they do not form part of your terms and conditions of employment and they are granted at ANZ's discretion and in accordance with all applicable ANZ policies (as varied from time to time) and incentive plan terms (as varied from time to time). ANZ may take into account any matters it considers relevant in determining whether and to what extent any incentives or other rewards are granted, including but not limited to the performance of ANZ, the relevant business, and your individual performance (relative to your peers) and behaviours.

Incentives may be paid in cash, deferred equity, deferred cash, or a combination at ANZ's discretion.

ANZ may change the way in which incentives or rewards are given under the applicable incentive plan at any time, including by changing the ratio of cash to equity, the threshold for cash payments, any applicable performance conditions and the deferral periods.

If you are granted deferred equity or cash as part of your variable reward, any applicable conditions of grant will be provided to you at that time.

ANZ may withhold tax and contributions as required by law (for example, superannuation/pension) from any incentive that is paid to you.

### **Downward Adjustment**

Any deferred remuneration (such as deferred equity and deferred cash) granted to you at any time will be subject to the conditions on which it is granted, including ANZ's discretion to downward adjust or further defer the relevant deferred remuneration. The conditions of grant applicable to each award will be made available to you at or about the time the grant is made.

Where there is a downward adjustment, the relevant deferred remuneration will be immediately and automatically forfeited or will immediately and automatically lapse (as appropriate) and will not thereafter vest or be released, provided or paid.

### ***Schedule 3 - Details on termination of employment***

#### **Probationary period**

A probationary period of 3 months will apply from the commencement date. You or ANZ may terminate your employment during the probationary period with two weeks' written notice.

#### **Resignation**

You may resign from ANZ by giving 2 months written notice (or a shorter period if agreed with ANZ).

#### **Termination on notice**

ANZ may end your employment by giving you 2 months written notice.

You will not be entitled to the notice in this clause if your employment ends:

- (a) during your probation period; or
- (b) for a reason that results in termination without notice.

#### **Payment in lieu of notice**

ANZ may at its sole discretion choose to pay you in lieu of some or all of the notice periods (relating to resignation and termination on notice) set out above.

Any payment in lieu of notice will be calculated on the basis of your TEC (minus the provident fund component).

#### **Duties during notice period**

During a notice period, ANZ may require that you not perform your duties or attend at the workplace or that you perform different duties. You agree to stop communicating with any ANZ Group customers, suppliers, employees and contractors if asked to do so by ANZ. However, you remain an employee of ANZ and bound by the terms of this employment agreement until the end of the notice period.

#### **Termination without notice**

ANZ may end your employment without notice (or payment in lieu) if, in the opinion of ANZ, you engage in unacceptable behaviour that constitutes serious misconduct (including fraud, theft or dishonesty), or if you engage in other conduct that is a serious neglect of duty, or conduct tending to bring yourself, ANZ and/or any of its related corporations into disrepute, or serious breach of any of the terms of this employment agreement or is a material breach of any company policy.

#### **Non-solicitation**

During your employment with ANZ and for 6 months after your employment with ANZ ends you must not (either alone, with or through others) solicit, interfere with or attempt to entice away from ANZ Group:

- any employee of ANZ Group; or
- any customer or client of ANZ Group or any person who was in the habit of dealing with ANZ,

with whom you have had direct or indirect contact or dealings, or knowledge of, during the 12 months before your employment with ANZ ended.

You acknowledge that the restriction is both reasonable and necessary in order to protect the legitimate business interests of ANZ.

Your obligations relating to confidential information continue to operate following the end of this non solicitation period.

#### **Return of property**

You will be responsible for the safekeeping of all ANZ property which may be in your use, custody or charge. At any time if requested by ANZ, or when your employment ends, you must return all ANZ Group property to ANZ. You must also return any notes or records (electronic, hard copy or otherwise) made during the course of your employment which contain any information that is confidential to ANZ Group.

#### **Notice requirements**

Notice of termination provided by you or ANZ must be in writing.

Where notice is provided to you by ANZ, notice must be either delivered to you personally or delivered by registered post or courier to you at your home address last known to ANZ.

Where it is not practicable to deliver the notice as above, ANZ may serve you such notice electronically.

Where you are providing notice to ANZ, such notice must be in writing and must be either delivered in person or by registered post or courier to your line manager (or acting line manager).

Where it is not practicable to deliver the notice as above, you may serve such notice on your line manager or acting line manager electronically.

Attachments

### QUERIES OR QUESTIONS ABOUT YOUR OFFER BEFORE ACCEPTING?

If you have a query about your offer or wish to discuss any of the terms and conditions contained in your employment agreement prior to accepting, please contact:

**Recruiter**  
Punith Kumar G

**Email**  
[kumarp31@ANZ.COM](mailto:kumarp31@ANZ.COM)

### OFFER RESPONSE

By selecting 'Accept the offer' I am confirming that I have read, I have understood and I agree to all the terms and conditions set out in this employment agreement (including the Schedules).

By selecting 'Decline the offer' I am confirming that I am declining the offer set out in this employment agreement and have provided my reasons in the comments box below

\*Response Accept  
the offer

Decline Comments (if you are declining the offer)

*Any comments entered here will be received by the Recruiter*

### MY ELECTRONIC SIGNATURE

\*  
First Name (Please type your First Name as shown below under  
Printed Name)  
\*\*\*\*\*

\*  
Last Name (Please type your Last Name as shown below under Printed  
Name)  
\*\*\*\*\*

PRINTED NAME

Date (captured upon submission)

Before clicking on 'Submit' please ensure you have selected the correct option (accept or decline) and that all the other information you have provided in the electronic signing page is correct. Once you click 'Submit' your response will be sent to and recorded in ANZ's systems. A confirmation email of your decision will be emailed to you.

We recommend that you print a copy of this offer for your personal records.



## OFFER LETTER

Dear ARCHANA SUNIL KUMAR,

Subsequent to your meetings with Go Digit General Insurance Limited, we are pleased to make an offer of employment on the following terms and conditions:

- 1.1 You shall be appointed to the position of **Graduate Trainee Engineer – Analytics and Data Science**.
- 1.2 As an employee of the Organisation, your Gross Annual Compensation (Cost to Company) will be **Rs. 500000/-** (Rupees Four Lac Fifty Thousand Only).
- 1.3 Your Gross Annual Compensation will include a performance-linked variable of **11.00%** subject to achievement of pre-defined targets.
- 1.4 All terms and conditions of your employment, including the code of conduct, will be in accordance with the Company's policies and procedures and the Employment Agreement.
- 1.5 The Trainee Program will be for a period of **1 year** from your date of joining.
- 1.6 Your employment will also be dependent upon completion of your Graduation / Post Graduation as per the training programme.
- 1.7 Your employment with the Company is subject to:
  - (a) The accuracy of the testimonials and information provided by you; and,
  - (b) You being free from any contractual restrictions preventing you from accepting this offer and will return receipt of acceptance of this offer within 5 workings days.
- 1.8 At any time, the contract may be terminated by either party by giving 90 days' notice in writing. Go Digit General Insurance reserves the right to payment of salary in lieu of the notice period.
- 1.9 We are glad that you have accepted our offer. In order to confirm your joining, you would be required to submit a proof of your resignation from your current company



within 7 days of receipt of this offer letter. In case of failure to submit the same within the stipulated time period, the company reserves a right to withdraw this offer.

On the day of your joining kindly bring photocopies of your certificates (all education qualifications, address proof, Pan card copy, ID proof, all previous employers' certificates, Form 16, Last employer's salary slip of last 3 months, relieving Letter from last employer), along with four passport size photographs.

This offer is being issued subject to successful verification of all your documents submitted. As a token of your acceptance of our offer and the terms of this letter, please sign in the space provided below and return the same to us. We are excited at the prospect of having you join us and look forward to a rewarding association.

**Annexure A**  
**Compensation Entitlement Sheet**

	Monthly	Annual
Basic Salary	11,667	140,000
HRA	4,667	56,000
Education Allowance	200	2,400
LTA	972	11,662
Statutory Bonus	972	11,662
Special Allowance	12,495	149,942
<b>Gross Salary</b>	<b>30,972</b>	<b>371,666</b>
<u>Employer Contributions</u>		
EPF	1,800	21,600
ESI	0	0
Gratuity	561	6,734
<b>Fixed Compensation</b>	<b>33,333</b>	<b>400,000</b>
<b>Variable Pay</b>		<b>50000</b>
<b>Annual Cost to Company</b>		<b>450,000</b>

**Deductions:**

EPF	1,800	21,600
ESIC	0	0
PT Deduction	200	2,500
<b>Net Pay</b>	<b>28,972</b>	<b>500000</b>

\*TDS deduction is subject to taxable income.

\*\*If your Annual Compensation includes a performance-linked variable then the payment will be subject to achievement of predefined targets. Variable pay shall be paid depending upon the performance of the employee and as per the company policies. Employee who has resigned or is serving his/her notice period, as on the date of payment, will not be eligible for payment of variable pay.

\*\*\* Eligibility for increment shall be depending upon the performance of the employee and as per company policies. Employee who has resigned or is serving his/her notice period will not be eligible for increment.

Sincerely,

**For Go Digit General Insurance Limited**



**Amrit Jaidka Arora**  
**CHRO**

**Vibhanshu Patel**





**ARPITHA K**

Dear **ARPITHA K**

On behalf of CAI Info India Private Ltd., I would like to reconfirm our verbal offer of employment as a **"Jr. Software Engineer"** for an annual CTC of Rs. 4,00,000.00 (Rupees four lakh only) beginning on your anticipated start date, Monday, February 05, 2024. This will be paid to you monthly at the end of each month in increments of Rs. 25,000.00 (gross monthly CTC).

Special Clauses:

- During the period of your employment, the Company may at any time assign or transfer you to any location in the world where the Company/its clients has its establishment. In such an event, you shall be entitled to allowances in accordance with the policies of the Company.
- If you do not have an existing account with ICICI Bank, you will be required to establish one within 2 weeks of your first pay.
- You shall be considered for the next financial review in 2025.

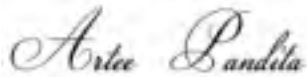
You are required to bring the following documents at the time of reporting for employment: -

- Last updated resume
- Latest passport size photograph
- A copy of Educational Certificates for all years of education and mark cards -
- Copy of passport
- Form 16

Please sign the bottom portion of this letter indicating your acceptance of this position and return the same immediately. You will be issued an appointment letter upon your acceptance of this offer letter.

Thank You and Welcome.

Yours Truly, Accepted By:



**Artee Pandita** \_\_\_\_\_  
**Director-Human Resources**

Divyasree Towers, Floor 5, Guruppanapalya  
Bannerghatta Main Road, Bangalore-560029  
[www.cai.io](http://www.cai.io) [inquire@cai.io](mailto:inquire@cai.io)

Detailed CTC Breakdown:

Description	Monthly	Yearly
Basic	INR 13,750.00	INR 1,65,000.00
HRA	INR 5,500.00	INR 66,000.00
Conveyance	INR 300.00	INR 3,600.00
Medical Allowance	INR 700.00	INR 8,400.00
Statutory Bonus	INR 2,500.00	INR 30,000.00
Provident Fund	INR 3,300.00	INR 39,600.00
Gratuity	INR 661.38	INR 7,936.50
Special Allowance	INR 788.63	INR 9,463.50
<b>Total</b>	<b>INR 34,000.00</b>	<b>INR 4,00,000.00</b>

Accepted By:

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Divyasree Towers, Floor 5, Guruppanapalya  
Bannerghatta Main Road, Bangalore-560029  
[www.cai.io](http://www.cai.io) [inquire@cai.io](mailto:inquire@cai.io)

**CAI Info India Private Limited**

080 -45340400

**ARPITHA NAYAK D**

Dear **ARPITHA NAYAK D**

On behalf of CAI Info India Private Ltd., I would like to reconfirm our verbal offer of employment as a **"Jr. Software Engineer"** for an annual CTC of Rs. 4,00,000.00 (Rupees four lakh only) beginning on your anticipated start date, Monday, February 05, 2024. This will be paid to you monthly at the end of each month in increments of Rs. 25,000.00 (gross monthly CTC).

Special Clauses:

- During the period of your employment, the Company may at any time assign or transfer you to any location in the world where the Company/its clients has its establishment. In such an event, you shall be entitled to allowances in accordance with the policies of the Company.
- If you do not have an existing account with ICICI Bank, you will be required to establish one within 2 weeks of your first pay.
- You shall be considered for the next financial review in 2025.

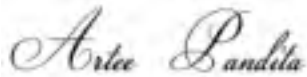
You are required to bring the following documents at the time of reporting for employment: -

- Last updated resume
- Latest passport size photograph
- A copy of Educational Certificates for all years of education and mark cards -
- Copy of passport
- Form 16

Please sign the bottom portion of this letter indicating your acceptance of this position and return the same immediately. You will be issued an appointment letter upon your acceptance of this offer letter.

Thank You and Welcome.

Yours Truly, Accepted By:



**Artee Pandita** \_\_\_\_\_  
**Director-Human Resources**

Divyasree Towers, Floor 5, Guruppanapalya  
Bannerghatta Main Road, Bangalore-560029  
[www.cai.io](http://www.cai.io) [inquire@cai.io](mailto:inquire@cai.io)

Detailed CTC Breakdown:

Description	Monthly	Yearly
Basic	INR 13,750.00	INR 1,65,000.00
HRA	INR 5,500.00	INR 66,000.00
Conveyance	INR 300.00	INR 3,600.00
Medical Allowance	INR 700.00	INR 8,400.00
Statutory Bonus	INR 2,500.00	INR 30,000.00
Provident Fund	INR 3,300.00	INR 39,600.00
Gratuity	INR 661.38	INR 7,936.50
Special Allowance	INR 788.63	INR 9,463.50
<b>Total</b>	<b>INR 34,000.00</b>	<b>INR 4,00,000.00</b>

Accepted By:

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Divyasree Towers, Floor 5, Guruppanapalya  
Bannerghatta Main Road, Bangalore-560029  
[www.cai.io](http://www.cai.io) [inquire@cai.io](mailto:inquire@cai.io)

**CAI Info India Private Limited**

080 -45340400



**Offer: Computer Consultancy**  
**Ref: TCSL/DT20228278605/Bangalore**  
**Date: 8/9/2022**

Dear ARUN SEERVI

**Sub: Letter of Offer**

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade **Y**. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be **350000/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year. Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &



Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

## **COMPENSATION AND BENEFITS**

### **BASIC SALARY**

You will be eligible for a basic salary of `14,784/- per month.

### **BOUQUET OF BENEFITS (BoB)**

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

#### **1. House Rent Allowance (HRA)**

Your HRA will be `5,914/- per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

#### **2. Leave Travel Allowance**

You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

#### **3. Food Card**

You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias. As per the Pre-Defined structure you will be eligible for a Food Card with an amount of `500/- being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.





## **PERFORMANCE PAY**

### **Monthly Performance Pay**

You will receive a monthly performance pay of `1,700/-. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

### **Quarterly Variable Allowance**

Your variable allowance will be `600/- per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

## **CITY ALLOWANCE**

You will be eligible for a City Allowance of `200/- per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

## **XPLORE/ LEARNING INCENTIVES**

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

## **OTHER BENEFITS**

### **Health Insurance Scheme**

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:



## **1. Basic Cover**

i. Entitlement - Includes domiciliary expenses up to `6,000/- per insured person per annum and basic hospitalization expenses up to `2,00,000/- per insured person per annum.

ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

## **2. Higher Hospitalisation**

Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

i. Entitlement - You and your enrolled dependants will be entitled for `12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

## **Maternity Leave**

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother, may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

## **Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)**

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of `250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

## **Loans**

You will be eligible for loans, as per TCSL's loan policy.

## **Professional Memberships**

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.



## **RETIRALS**

### **Provident Fund**

You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

### **Gratuity**

You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

## **TERMS AND CONDITIONS**

### **1. Aggregate Percentage Requirements**

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

### **2. Pre requisites for Joining**

To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.



### **3. Training Period**

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

### **4. Working Hours**

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

### **5. Mobility**

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

### **6. Compensation Structure / Salary components**

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

### **7. Increments and Promotions**

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

### **8. Alternative Occupation / Employment**

Either during the period of your traineeship or during the period of your employment as a



confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

## **9. Confidentiality Agreement**

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

## **10. Service Agreement**

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL `50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

## **11. Work in SBWS mode**

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.

## **12. Overseas International Assignment Agreement**

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related





documents pertaining to the international assignment for which you are being placed. In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

### **13. Terms and Conditions**

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

### **14. TATA Code of Conduct**

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

### **15. Notice Period**

Upon your confirmation, this contract of employment is terminable by you by giving 90 days notice in writing to TCSL. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion.

Upon your confirmation, this contract of employment may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

It is understood, agreed and made abundantly clear herein that you shall have to necessarily work during the notice period given by TCSL under this clause, unless you are otherwise relieved by TCSL by giving you payment in lieu of notice.

Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by it at its own discretion having regard to the responsibilities shouldered by you while being in the employment of TCS.

### **16. Retirement**

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

### **17. Pre-employment Medical Certificate**

You are required to submit a Medical Certificate of Fitness (in the format prescribed by



TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

## 18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

## 19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining. If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

## 20. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)



- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :

\*There is no criminal offence registered/pending against you

\*There is no disciplinary case pending against you in the university

- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

\*PAN Card (Permanent Account Number)

\*Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)

\*Passport

\*NSR E-Card

## **21. TCS Xperience Program**

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

## **22. Letter of Appointment**

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

## **23. Rules and Regulations of the Company**

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from





time to time. The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

#### **24. Compliance to all clauses**

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

#### **25. Data Privacy Clause:**

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of overseas deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

**Withdrawal of Offer**

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

**For TATA Consultancy Services Limited**

**Girish V. Nandimath**  
**Global Head Talent Acquisition & AIP**



[Click here](#) or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary  
Annexure 2: List of TCS Xplore Centres  
Annexure 3: Confidentiality and IP Terms



## GROSS SALARY SHEET

Annexure 1

<b>Name</b>	<b>ARUN SEERVI</b>
<b>Designation</b>	<b>Assistant System Engineer-Trainee</b>
<b>Institute Name</b>	<b>Others</b>

Table 1: Compensation Details (All Components in INR)

<b>Component Category</b>	<b>Monthly</b>	<b>Annual</b>
<b>1) Fixed Compensation</b>		
Basic Salary	14,784	1,77,408
Bouquet Of Benefits #	7,646	91,752
<b>2) Performance Pay**</b>		
Monthly Performance Pay	1,700	20,400
Quarterly Variable Allowance*	600	7,200
<b>3) City Allowance</b>	200	2,400
<b>4) Annual Components/Retirals</b>		
Health Insurance***	NA	7,900
Provident Fund	1,774	21,289
Gratuity	711	8,533
Total of Annual Components & Retirals	2,485	37,722
<b>TOTAL GROSS</b>	<b>27,415</b>	<b>350000</b>
<b>Xplore/ Learning Incentive****</b>		<b>Upto 60,000</b>

# Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

\* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

\*\*The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

\*\*\* For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

\*\*\*\* Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

<b>Component Category</b>	<b>Monthly</b>	<b>Annual</b>
House Rent Allowance	5,914	70,968
Leave Travel Assistance	1,232	14,784
Food Card	500	6,000
<b>GROSS BOUQUET OF BENEFITS</b>	<b>7,646</b>	<b>91,752</b>



## Annexure

<b>Ahmedabad</b> TCS XP HR Lead Tata Consultancy Services, Garima Park, IT/ITES SEZ, Plot # 41, Gandhinagar - 382007	<b>Bangalore</b> TCS XP HR Lead Tata Consultancy Services, Gate 1, No 42, Think campus, Electronic City phase II, Bangalore - 560100, Karnataka
<b>BUBANESHWAR</b> TCS XP HR Lead Tata Consultancy Services, Training Lab Venue: Barabati, IRC Block, Ground Floor, Tata Consultancy Services Limited, (UNIT-II) - BARBATI SEZ, IT/ITES - SPECIAL ECONOMIC ZONE (SEZ), PLOT NO. 35, CHANDAKA INDUSTRIAL ESTATE, PATIA, Bhubaneswar - 751024	<b>Chennai</b> TCS XP HR Lead Tata Consultancy Services, 415/21-24, Kumaran Nagar, Old Mahabalipuram Rd, TNHB, Sholinganallur, Chennai, Tamil Nadu 600119
<b>DELHI – Gurgaon</b> TCS XP HR Lead Tata Consultancy Services, Block C, Kings Canyon, ASF Insignia, Gurgaon - Faridabad Road, Gawal Pahari, Gurgaon - 122003, Haryana	<b>DELHI – Noida</b> TCS XP HR Lead Tata Consultancy Services, Plot No. A-44 & A-45, Ground, 1st to 5th Floor & 10th floor, Galaxy Business Park, Block - C & D, Sector - 62, Noida - 201 309, UP
<b>Guwahati</b> TCS XP HR Lead Tata Consultancy Services, 5th Floor, NEDFi House, G.S. Road, Dispur, Guwahati - 781006, Assam	<b>Hyderabad</b> TCS XP HR Lead Tata Consultancy Services, Q City, Nanakramguda, Hyderabad
<b>INDORE</b> TCS XP HR Lead Tata Consultancy Services, IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor, Village Tigariya Badshah & Bada Bangarde, Tehsil Hatod, Indore - 452018, Madhya Pradesh	<b>KOLKATA</b> TCS XP HR Lead Tata Consultancy Services Limited, Ecospace 1B building, 2nd Floor, Plot - IIF/12, New Town, Rajarhat, Kolkata - 700160, West Bengal OR Auditorium, 2nd Floor, Wanderers Building, Delta Park - Lords
<b>KOCHI</b> TCS XP HR Lead Tata Consultancy Services, TCS centre, Infopark Road Infopark Campus, Infopark, Kakkanad, Kerala 682042	<b>MUMBAI</b> TCS XP HR Lead Tata Consultancy Services, Yantra Park, Pokharan Road Number 2, TCS Approach Rd, Thane, West, Thane, Maharashtra 400606
<b>NAGPUR</b> TCS XP HR Lead Tata Consultancy Services Limited, Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,	<b>PUNE</b> TCS XP HR Lead Tata Consultancy Services, Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park, Hinjewadi Phase III, Pune - 411057, Maharashtra
<b>Trivandrum</b> TCS XP HR Lead Tata Consultancy Services, Peepul Park, Technopark Campus, Kariyavattom P.O, Trivandrum - 695581, India	





## Annexure

### Confidentiality and IP Terms and Conditions

#### 1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.



## **2. Associate's Obligations**

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

## **3. Intellectual Property Rights**

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filing or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.



#### **4. Prior knowledge**

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

#### **5. Use of third party material**

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

#### **6. Security policies and Guidelines.**

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

#### **7. Working in SBWS Framework:**

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.



(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

## **8. Restriction on Associate's Rights**

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

## **9. No License**

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.





## **10. Equitable Rights**

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

## **11. General**

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay or omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.



(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.



**Offer: Computer Consultancy**

**Ref: TCSL/DT20228278606/Bangalore**

**Date: 8/9/2022**

Dear ASHWIN R

**Sub: Letter of Offer**

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade **Y**. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be **350000/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year. Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &



Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

## **COMPENSATION AND BENEFITS**

### **BASIC SALARY**

You will be eligible for a basic salary of `14,784/- per month.

### **BOUQUET OF BENEFITS (BoB)**

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

#### **1. House Rent Allowance (HRA)**

Your HRA will be `5,914/- per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

#### **2. Leave Travel Allowance**

You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

#### **3. Food Card**

You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias. As per the Pre-Defined structure you will be eligible for a Food Card with an amount of `500/- being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.



## **PERFORMANCE PAY**

### **Monthly Performance Pay**

You will receive a monthly performance pay of `1,700/-. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

### **Quarterly Variable Allowance**

Your variable allowance will be `600/- per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

## **CITY ALLOWANCE**

You will be eligible for a City Allowance of `200/- per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

## **XPLORE/ LEARNING INCENTIVES**

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

## **OTHER BENEFITS**

### **Health Insurance Scheme**

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:



## **1. Basic Cover**

- i. Entitlement - Includes domiciliary expenses up to `6,000/- per insured person per annum and basic hospitalization expenses up to `2,00,000/- per insured person per annum.
- ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

## **2. Higher Hospitalisation**

Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

- i. Entitlement - You and your enrolled dependants will be entitled for `12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.
- ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

## **Maternity Leave**

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother, may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

## **Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)**

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of `250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

## **Loans**

You will be eligible for loans, as per TCSL's loan policy.

## **Professional Memberships**

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.





## **RETIRALS**

### **Provident Fund**

You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

### **Gratuity**

You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

## **TERMS AND CONDITIONS**

### **1. Aggregate Percentage Requirements**

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

### **2. Pre requisites for Joining**

To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.



### **3. Training Period**

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

### **4. Working Hours**

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

### **5. Mobility**

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

### **6. Compensation Structure / Salary components**

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

### **7. Increments and Promotions**

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

### **8. Alternative Occupation / Employment**

Either during the period of your traineeship or during the period of your employment as a





confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

## **9. Confidentiality Agreement**

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

## **10. Service Agreement**

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL `50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

## **11. Work in SBWS mode**

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.

## **12. Overseas International Assignment Agreement**

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related



documents pertaining to the international assignment for which you are being placed. In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

### **13. Terms and Conditions**

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

### **14. TATA Code of Conduct**

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

### **15. Notice Period**

Upon your confirmation, this contract of employment is terminable by you by giving 90 days notice in writing to TCSL. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion.

Upon your confirmation, this contract of employment may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

It is understood, agreed and made abundantly clear herein that you shall have to necessarily work during the notice period given by TCSL under this clause, unless you are otherwise relieved by TCSL by giving you payment in lieu of notice.

Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by it at its own discretion having regard to the responsibilities shouldered by you while being in the employment of TCS.

### **16. Retirement**

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

### **17. Pre-employment Medical Certificate**

You are required to submit a Medical Certificate of Fitness (in the format prescribed by



TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

### 18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

### 19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining. If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

### 20. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)



- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :

\*There is no criminal offence registered/pending against you

\*There is no disciplinary case pending against you in the university

- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

\*PAN Card (Permanent Account Number)

\*Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)

\*Passport

\*NSR E-Card

## **21. TCS Xperience Program**

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

## **22. Letter of Appointment**

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

## **23. Rules and Regulations of the Company**

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from



time to time. The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

#### **24. Compliance to all clauses**

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

#### **25. Data Privacy Clause:**

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of overseas deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.



**Withdrawal of Offer**

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

**For TATA Consultancy Services Limited**

**Girish V. Nandimath**  
**Global Head Talent Acquisition & AIP**



[Click here](#) or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary  
Annexure 2: List of TCS Xplore Centres  
Annexure 3: Confidentiality and IP Terms



## GROSS SALARY SHEET

Annexure 1

<b>Name</b>	<b>ASHWI N R</b>
<b>Designation</b>	<b>Assistant System Engineer-Trainee</b>
<b>Institute Name</b>	<b>Others</b>

Table 1: Compensation Details (All Components in INR)

<b>Component Category</b>	<b>Monthly</b>	<b>Annual</b>
<b>1) Fixed Compensation</b>		
Basic Salary	14,784	1,77,408
Bouquet Of Benefits #	7,646	91,752
<b>2) Performance Pay**</b>		
Monthly Performance Pay	1,700	20,400
Quarterly Variable Allowance*	600	7,200
<b>3) City Allowance</b>	200	2,400
<b>4) Annual Components/Retirals</b>		
Health Insurance***	NA	7,900
Provident Fund	1,774	21,289
Gratuity	711	8,533
Total of Annual Components & Retirals	2,485	37,722
<b>TOTAL GROSS</b>	<b>27,415</b>	<b>350000</b>
<b>Xplore/ Learning Incentive****</b>		<b>Upto 60,000</b>

# Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

\* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

\*\*The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

\*\*\* For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

\*\*\*\* Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

<b>Component Category</b>	<b>Monthly</b>	<b>Annual</b>
House Rent Allowance	5,914	70,968
Leave Travel Assistance	1,232	14,784
Food Card	500	6,000
<b>GROSS BOUQUET OF BENEFITS</b>	<b>7,646</b>	<b>91,752</b>



## Annexure

<b>Ahmedabad</b> TCS XP HR Lead Tata Consultancy Services, Garima Park, IT/ITES SEZ, Plot # 41, Gandhinagar - 382007	<b>Bangalore</b> TCS XP HR Lead Tata Consultancy Services, Gate 1, No 42, Think campus, Electronic City phase II, Bangalore - 560100, Karnataka
<b>BUBANESHWAR</b> TCS XP HR Lead Tata Consultancy Services, Training Lab Venue: Barabati, IRC Block, Ground Floor, Tata Consultancy Services Limited, (UNIT-II) - BARBATI SEZ, IT/ITES - SPECIAL ECONOMIC ZONE (SEZ), PLOT NO. 35, CHANDAKA INDUSTRIAL ESTATE, PATIA, Bhubaneswar - 751024	<b>Chennai</b> TCS XP HR Lead Tata Consultancy Services, 415/21-24, Kumaran Nagar, Old Mahabalipuram Rd, TNHB, Sholinganallur, Chennai, Tamil Nadu 600119
<b>DELHI – Gurgaon</b> TCS XP HR Lead Tata Consultancy Services, Block C, Kings Canyon, ASF Insignia, Gurgaon - Faridabad Road, Gawal Pahari, Gurgaon - 122003, Haryana	<b>DELHI – Noida</b> TCS XP HR Lead Tata Consultancy Services, Plot No. A-44 & A-45, Ground, 1st to 5th Floor & 10th floor, Galaxy Business Park, Block - C & D, Sector - 62, Noida - 201 309, UP
<b>Guwahati</b> TCS XP HR Lead Tata Consultancy Services, 5th Floor, NEDFi House, G.S. Road, Dispur, Guwahati - 781006, Assam	<b>Hyderabad</b> TCS XP HR Lead Tata Consultancy Services, Q City, Nanakramguda, Hyderabad
<b>INDORE</b> TCS XP HR Lead Tata Consultancy Services, IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor, Village Tigariya Badshah & Bada Bangarde, Tehsil Hatod, Indore - 452018, Madhya Pradesh	<b>KOLKATA</b> TCS XP HR Lead Tata Consultancy Services Limited, Ecospace 1B building, 2nd Floor, Plot - IIF/12, New Town, Rajarhat, Kolkata - 700160, West Bengal OR Auditorium, 2nd Floor, Wanderers Building, Delta Park - Lords
<b>KOCHI</b> TCS XP HR Lead Tata Consultancy Services, TCS centre, Infopark Road Infopark Campus, Infopark, Kakkanad, Kerala 682042	<b>MUMBAI</b> TCS XP HR Lead Tata Consultancy Services, Yantra Park, Pokharan Road Number 2, TCS Approach Rd, Thane, West, Thane, Maharashtra 400606
<b>NAGPUR</b> TCS XP HR Lead Tata Consultancy Services Limited, Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,	<b>PUNE</b> TCS XP HR Lead Tata Consultancy Services, Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park, Hinjewadi Phase III, Pune - 411057, Maharashtra
<b>Trivandrum</b> TCS XP HR Lead Tata Consultancy Services, Peepul Park, Technopark Campus, Kariyavattom P.O, Trivandrum - 695581, India	





## Annexure

### Confidentiality and IP Terms and Conditions

#### 1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.



## **2. Associate's Obligations**

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

## **3. Intellectual Property Rights**

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filing or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.



#### **4. Prior knowledge**

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

#### **5. Use of third party material**

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

#### **6. Security policies and Guidelines.**

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

#### **7. Working in SBWS Framework:**

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.



(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

## **8. Restriction on Associate's Rights**

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

## **9. No License**

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.



## 10. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

## 11. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay or omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.





(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.



**Subject: Offer of Employment**

Dear Athmiya M

Heartiest Congratulations to you!

HDFC Life is delighted to offer you the full-time position of Executive Trainee in our contingent upon your successful clearance of MBA examination.

A detailed Compensation structure is enclosed herewith (Annexure 1) for your reference. An appointment letter along with the terms and conditions of employment will be issued to you after joining.

We are extremely excited to have you onboard. We are looking forward to receiving your acceptance of the offer on the duplicate copy of this letter. Please attach your resume and two passport size photographs with the same.

Warm Regards,

**Human Resources**



**Annexure 1**

**Designation:** Executive Trainee

**Band:** J2

**CTC STRUCTURE**

Pay Items	Per Annum	Per Month
-----------	-----------	-----------

Fixed Pay		
Basic	1,15,500	9,625
Other Allowance	64,493	5,374
Tablet Allowance	12,000	1,000
Daily Activity Allowance	24,000	2,000
House Rental Allowance	69,300	5,775
Statutory Bonus	24,000	2000
Total Monthly Gross	3,09,293	25,774
Retirals and Other Benefits (As per relevant Regulations & Acts)		
Provident Fund	21,600	
Gratuity	5,582	
Flexi Pay	41,225	
Valued Benefits		
Group Insurance Benefit	7,300	
Fixed Cost to Company	3,85,000	
Variable Pay		
Variable Pay for Performance <sup>2</sup>	40,000	
Total Cost to Company	4,25,000	
<sup>2</sup> Variable Pay for Performance (VPP) is subject to your achieving a rating of “3-Meets Expectations” and above. The rating is assigned to an individual, on successful completion of the Executive Trainee Program (12 m), basis actual performance against the defined targets.		
Other Benefits (as per prevalent Company Policy):		
Group Term Insurance: Term cover of INR 12,00,000 Mediclaim: INR 4,00,000 for self and dependents		

1

**Flexi Pay:**

- Flexi component amount allocation can be planned by you in Flexi Benefit Planner. Please note that component selection will alter your monthly take home as against the aforementioned monthly gross
- LTA, Mobile Handset Allowance, Fuel & Driver are reimbursable components. On opting for these, the payout will be made only after submission of documents as provided in the Flexi Policy □ **Maximum amounts allocable under Flexi Pay are following:**

Component	Per annum	Per month
LTA (Leave Travel Allowance)	9,625	802
Mobile Handset Allowance	10,000	833
Fuel & Driver	21,600	1,800







## **Letter of Intent**

**Name:** KISHORE KUMAR R P

**Date:** 2<sup>nd</sup> February 2023

**Dear** KISHORE KUMAR R P,

We would like to inform you that you have moved to the final stage of our selection process. The final appointment will be based on actual business requirement across different lines of services. Your details of association will be as under:

**Level & Designation:** A1, Analyst

**Location:** Bangalore

**Compensation:** 4,00,000 Annual TCC

**Joining timeline:** August 2023 (Basis exam results)

We will let you know the next steps. In case of any queries, please reach out to [Krishna.r@axa-abs.co.in](mailto:Krishna.r@axa-abs.co.in)

**Your employment with AXA GOBO is subject to you clearing the Background Verification process and your final exam.**

A handwritten signature in black ink, appearing to read 'C. Sudarsan', is located below the text 'Your employment with AXA GOBO...'. The signature is written in a cursive style.

Best Regards

**Sudarsan C**

Lead-Talent Acquisition

**AXA Business Services Pvt. Ltd.**

**Branded As: AXA GO Business Operations**  
**CIN : U67200KA1995PTC0187611**

**Regd. Office:** 1st & 2nd Floor, MFAR, Manyata Tech Park, Phase-IV, Rachenahalli Village, Nagawara, Bangalore-560 045, India.

**Other Offices: Ecopolis**, Second Floor, Block No-E3, Hinduja Realty Ventures Ltd, Co-Developer of Gulf Oil Corporation SEZ, Survey No. 155, 159, 164 (Part) 165 (Part) 166, 167 Kattigenahalli Village, Yalahanka Hobali Bangalore-560063 | Marvel Edge, Block C & D, 1st to 4th Floor, Survey No 207/1A+33A, Lohegaon, Viman Nagar, Pune 411 014, India Tel:(020) 66076000/9000 Fax:(020)6605 2830/1 | Suzlon: Aqua Lounge, 2nd floor left & Right Wing, One Earth Sade Satra Naili, Hadapsar, Pune # 411028, India



## **Letter of Intent**

**Name:** MOHAMMED ADIL RIAZ

**Date:** 2<sup>nd</sup> February 2023

**Dear** MOHAMMED ADIL RIAZ,

We would like to inform you that you have moved to the final stage of our selection process. The final appointment will be based on actual business requirement across different lines of services. Your details of association will be as under:

**Level & Designation:** A1, Analyst

**Location:** Bangalore

**Compensation:** 4,00,000 Annual TCC

**Joining timeline:** August 2023 (Basis exam results)

We will let you know the next steps. In case of any queries, please reach out to [Krishna.r@axa-abs.co.in](mailto:Krishna.r@axa-abs.co.in)

**Your employment with AXA GOBO is subject to you clearing the Background Verification process and your final exam.**

A handwritten signature in black ink, appearing to read 'C. Sudarsan', is located below the text 'Your employment with AXA GOBO...'. The signature is written in a cursive, flowing style.

Best Regards

**Sudarsan C**

Lead-Talent Acquisition

**AXA Business Services Pvt. Ltd.**

**Branded As: AXA GO Business Operations**  
**CIN : U67200KA1995PTC0187611**

**Regd. Office:** 1st & 2nd Floor, MFAR, Manyata Tech Park, Phase-IV, Rachenahalli Village, Nagawara, Bangalore-560 045, India.

**Other Offices: Ecopolis**, Second Floor, Block No-E3, Hinduja Realty Ventures Ltd, Co-Developer of Gulf Oil Corporation SEZ, Survey No. 155, 159, 164 (Part) 165 (Part) 166, 167 Kattigenahalli Village, Yalahanka Hobali Bangalore-560063 | Marvel Edge, Block C & D, 1st to 4th Floor, Survey No 207/1A+33A, Lohegaon, Viman Nagar, Pune 411 014, India Tel:(020) 66076000/9000 Fax:(020)6605 2830/1 | Suzlon: Aqua Lounge, 2nd floor left & Right Wing, One Earth Sade Satra Naili, Hadapsar, Pune # 411028, India



## **Letter of Intent**

**Name:** RAHUL R

**Date:** 2<sup>nd</sup> February 2023

**Dear** RAHUL R,

We would like to inform you that you have moved to the final stage of our selection process. The final appointment will be based on actual business requirement across different lines of services. Your details of association will be as under:

**Level & Designation:** A1, Analyst

**Location:** Bangalore

**Compensation:** 4,00,000 Annual TCC

**Joining timeline:** August 2023 (Basis exam results)

We will let you know the next steps. In case of any queries, please reach out to [Krishna.r@axa-abs.co.in](mailto:Krishna.r@axa-abs.co.in)

**Your employment with AXA GOBO is subject to you clearing the Background Verification process and your final exam.**

A handwritten signature in black ink, appearing to read 'C. Sudarsan', is positioned above the name 'Sudarsan C'.

Best Regards

**Sudarsan C**

Lead-Talent Acquisition

**AXA Business Services Pvt. Ltd.**

**Branded As: AXA GO Business Operations**  
**CIN : U67200KA1995PTC0187611**

**Regd. Office:** 1st & 2nd Floor, MFAR, Manyata Tech Park, Phase-IV, Rachenahalli Village, Nagawara, Bangalore-560 045, India.

**Other Offices: Ecopolis**, Second Floor, Block No-E3, Hinduja Realty Ventures Ltd, Co-Developer of Gulf Oil Corporation SEZ, Survey No. 155, 159, 164 (Part) 165 (Part) 166, 167 Kattigenahalli Village, Yalahanka Hobali Bangalore-560063 | Marvel Edge, Block C & D, 1st to 4th Floor, Survey No 207/1A+33A, Lohegaon, Viman Nagar, Pune 411 014, India Tel:(020) 66076000/9000 Fax:(020)6605 2830/1 | Suzlon: Aqua Lounge, 2nd floor left & Right Wing, One Earth Sade Satra Naili, Hadapsar, Pune # 411028, India



## Welcome to Wipro's Work Integrated Learning Program ("WILP")

**Work Integrated Learning Programme**  
**Wipro Limited, Dodda Kannelli**  
**Sarjapur Road, Bengaluru - 560 035.**  
**Phone: (080) 28440011/12, Fax: (080) 28440256**

Dear AYUSH S UTHAPPA,

### **Sub: Enrolment letter to Wipro's Work Integrated Learning Program ("WILP") as Scholar Trainee – Work Integrated Learning Program**

Welcome to WILP!

With reference to your application, it is our pleasure to enroll you as a Scholar Trainee – Work Integrated Learning Program. This is a scholarship program customized as a robust academic and training program which will enable you to obtain M-Tech degree from one of the premier engineering institution / University in India.

The duration of the academic program shall be 48 months from the **date of enrolment to the academic program**. You will be enrolled into the academic program within 12 months from date of joining. Your date of joining will be intimated through a separate communication.

We hope you enjoy the learning with WILP and have an enriching experience being a part of Wipro Limited ("Wipro or "Company").

Please read through the terms and conditions of your enrolment as provided below.

We look forward to having a long and fruitful relationship with you at WILP, Wish you all the best!

Yours sincerely,  
For **Wipro Limited**,

**Aparna Shailen**  
**General Manager - Human Resources**

#### **Endorsement**

I accept the enrolment and the terms and conditions thereof as specified below. I shall report for undergoing study on

#### **Terms & Conditions of Scholarship**

##### **1. PROFILE:**

You have been selected to be a part of Wipro's WILP and are enrolled as a Scholar Trainee- Work Integrated Learning Program. Upon joining WILP, you will have to undergo a "Project Readiness Program" ('PRP') that prepares you to participate in projects at the Company as part of this learning program. This robust academic program will also enable you to obtain **M-Tech degree from one of the premier engineering Institution / University** upon successful completion of the course.

##### **2. DURATION:**

The duration of your academic program will be for a period of 48 months from the date of enrolment to the academic program. You will be enrolled into the academic program within 12 months from date of joining. Unless the Company extends the period of your study in writing, which is done solely at the discretion of the Company, your enrolment would automatically terminate at the end of the stated 48 months.

In case the Company extends the academic period (in writing) you will continue to be enrolled as a Scholar Trainee – Work Integrated Learning Program with WILP.

### 3. Appointment details:

We provide support to our global customers through various Company locations in India to suit customer requirements by operating 24x7. You would be operating from any of these locations and in any of the shifts, including night shift, as may be decided by the Company, keeping in mind the business needs and deliverables to customers.

### 4. Scholarship/Stipend and Benefits

During your period of enrolment, you would be entitled to a consolidated monthly scholarship.

Apart from the monthly scholarship, the Company will provide you with life & accidental insurance that would include a cover for you, the premium / cost will be taken care of by Wipro. This is a voluntary benefit offered by the Company and the details of the same are listed below.

- i. A Group Personal Accident Insurance (GPAI) coverage of **Rs.12,00,000/-**. You could also choose to get additional coverage for a nominal and highly negotiated premium. More details on the policy are available in My Policies section in myWipro, the HR portal at Wipro.
- ii. Group Life Insurance coverage of **Rs.14, 00,000/-**. This sum insured is inclusive of cover as per EDLI (Employee Deposit Linked Insurance). You can also get an extra coverage for a nominal and highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

In addition to the above, you are also eligible for medical insurance cover towards hospitalization.

You are eligible for a floater coverage of Rs.2,00,000/- per annum for family (self, spouse & children) towards hospitalization. There will be a deduction from your monthly scholarship/stipend depending on your marital/family status towards the base sum insured premium. 10% of the claim amount would need to be borne by the employee/Scholar trainee.

Base Medical insurance is to be availed by the employee as default. It is accounted for in deductions as a nominal monthly charge. Top-Up cover is voluntary and charged as applicable during renewal timelines.

If you wish to enhance the coverage, a top up cover option is also available for a highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

The below table lists down your scholarship details:

Period	Scholarship	ESI	Consolidated Scholarship (Rs. Per Month)
First year	15000	488	15,488/- (*)
Second year	17000	553	17,553/- (*)
Third year	19000	618	19,618/- (*)
Fourth year	23000	0	23,000/- (*)

(\*) You shall be responsible for payment of all statutory contributions, taxes, dues and levies as may be required under the relevant laws including contributions under Employees' State Insurance Corporation Act (**at 0.75% of your Scholarship**) as and when applicable to you. Such contributions, taxes, dues and levies where required, shall be deducted from your Scholarship and benefits according to applicable laws and regulations.

Your fourth-year scholarship will continue until completion of your M-Tech program. Your enrolment into the MTech academic program within 12 months from date of joining.

You shall be eligible to receive a onetime "joining bonus" of Rs.75,000 after you join Wipro along with your first month salary. All applicable taxes on the payment of this amount will be borne by you. Please note in the event you leave the organization within 12 months from the date of joining, payment processed under Joining bonus shall be recovered from the employee at the time of exit.

The enhancement of the scholarship at the end of each academic year of study will be at the discretion of the Company and subject to your satisfactory progress of study, acquisition of skills, behavior, regularity and punctuality in attendance. Your continued enrolment in the course, will be at the discretion of the Company, and is subject to satisfactory academic performance and other requirements as prescribed in the WILP portal.

In case your project performance at any stage is not found to be at par with the requirement of WILP, then you would be placed on performance improvement program (PIP). If you fail to successfully complete the PIP, the Company may at its sole discretion discontinue your enrolment in the WILP program.

#### **Book Allowance:**

A Book Allowance of Rs.1,250/- will be provided to you per semester. This allowance will be given every semester except the last semester when you will be engaged in dissertation. The allowance will be paid to you centrally along with your scholarship during the course of each semester. The allowance will be subject to tax. Book allowance is applicable and paid only when you are registered for the semester.

#### **5. Training Agreement:**

- i. This letter of enrolment is subject to the execution of a training agreement in the prescribed proforma with Wipro Limited, Sarjapur Road, Doddakannelli, Bengaluru-560035 on or before joining the program ("Training Agreement").
- ii. This Training agreement shall be for a total period of 60 Months where you will be mentored for developing your skills and knowledge. This included technical training, in various formats, both online and offline and practical experience in various projects. The Company invests on your behalf for the cost of these trainings. Should you discontinue the WILP program or your enrolment with WILP is cancelled for any reason whatsoever before the completion of 60 months from the date of joining, the training expenses of Rs.75,000/-(Rupees Seventy five thousand only) will have to be paid by you as detailed in the Training Agreement.

#### **6. PROJECT READINESS PROGRAM (PRP)**

Upon enrolment, you will have to undergo a Project Readiness Program (PRP) to prepare you to participate in projects. This is offered by Wipro's - Talent Transformation Department to all campus and off-campus selects. The broad objective of PRP is to equip you with the necessary knowledge and skills that will enable you to start working on real-life project work which is an integral part of the WILP.

#### **7. Regulations of Academic study:**

- i. You will be enrolled for M-Tech program with a renowned institution ("University") that collaborates with Wipro for WILP.
- ii. Course specialization includes but is not limited to Software Systems, Software Engineering, Information Technology, Computing Systems and Infrastructure Management, Data Analytics, IoT, Cloud, Digital & Cyber security, Embedded Systems.
- iii. Your specialization and enrolment would be decided based on prevailing business requirements and decision of the Company is final and binding.
- iv. You will not be able to change Specialization track after enrolment.
- v. Overall program duration is 4 years from date of enrolment of academic program.
- vi. As per the program structure, a WILP Scholar trainee will register and pursue 4 to 6 courses per semester over 7 semesters.
- vii. You will be required to submit a project work / dissertation in your final semester (8<sup>th</sup> semester of your program). This will enable you to advance your professional capabilities by applying concepts and techniques in projects.
- viii. Each course has multiple evaluation components. This includes an assignment component, quiz, mid-semester examination and comprehension examination. All evaluation components are mandatory for securing a pass grade in a course as prescribed by the partnering institution.

- ix. Contact classes are organized as per the handout and calendar prepared and shared by the University at the beginning of each semester. In the normal course, one session of 2 hours duration per course per contact class is organized.
- x. You will be called upon to undergo studies during the hours and days as may be fixed by the Company from time to time. Normally, the study hours would be from 9:00am to 6:00pm
- xi. The faculty will take attendance/circulate attendance sheets for every session. It is your responsibility to ensure that your attendances are recorded properly.
- xii. WILP Scholar trainees are expected to be on time for every session. Punctuality is non-negotiable and the faculty reserves the right to deny entry and attendance to late comers.
- xiii. Attending 75% of contact session is mandatory for each course to appear for examinations.
- xiv. Not attending classes for reasons like medical/on the job training /late coming/personal problems and other similar reasons would be treated as absenteeism.
- xv. Scholar trainees who fail to meet the minimum attendance criteria will not qualify for comprehension exams for any of the registered courses in that semester.
- xvi. For any reason, you are not able to meet the minimum attendance criteria or not complete the mandatory assignments / quiz / examinations in any semester, you are required to repeat the same semester as and when the next batch is organized. In such cases, rules and regulations governing academic programs at that time would be applicable. In addition, additional semesters fees are to be borne by you as prescribed by the University.
- xvii. At the end of each semester, the performance of each Scholar Trainee in a course, is specified as a letter grade which is obtained through a Relative Grading procedure
- xviii. Any Scholar trainee securing 3 or more cumulative fail grade at any point in time will be expelled from WILP Program.
- xix. The 8th semester of study is fully devoted for dissertation / project work
- xx. If a Scholar trainee's CGPA is less than 5.5, the Scholar trainee will not be permitted to register for the dissertation. He/she has to re-appear for exams and secure a CGPA of 5.5 before taking up the dissertation. Also, a Scholar trainee with an E grade in any course will not be permitted to register for the Dissertation
- xxi. Project / Dissertation work has to be carried out by each individual separately. Teamwork is not permitted.
- xxii. The dissertation has to be completed strictly as per the guidelines that are outlined by collaborating institution.
- xxiii. WILP Scholar trainees are expected to maintain decorum and discipline in line with Wipro's professional work culture and environment.
- xxiv. In cases where a Scholar trainee deviates from the expected behaviour as prescribed by the WILP and partnering institution from time to time , strict action will be taken and the decision of the WILP Team / faculty /, University would be final and binding.
- xxv. Breach of integrity will be dealt with sternly. Such Scholar trainees will be asked to discontinue their studies and also expelled from WILP program.
- xxvi. On successful completion of the study, you will be eligible to receive the M-Tech degree from the collaborating University, in recognition of your successfully completing the course.
- xxvii. All Scholar trainees of the WILP will be given testimonials at the end of the successful completion of the M-Tech degree program. The testimonial contains the timeline in the WILP and the kind of project works carried during this opportunity.

Mode of contact session, examination pattern and other academic program norms are subject to change based on the prevailing situation / University norms declared from time to time. Decision of the University would be final and binding.

## **8. Conflict of Interest:**

- i. During your enrolment period with the WILP, you will focus exclusively on the requirements of the program. In addition to your study and academic requirements, you are required to engage yourself exclusively in the work assigned by Wipro and shall not take up any independent or individual assignments (whether part time or full time, in an advisory capacity or otherwise) directly or indirectly without the express written consent of Head /



## Manager of WILP Academy

- ii. You shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any person who is involved in activities, which are or shall be in conflict with the interests of Wipro.
- iii. The Conflict of Interest Policy also refers to the need on your part, during your enrolment and for a period of one year from the cessation of your enrolment with WILP (irrespective of the circumstances of, or the reasons for, the cessation) not to solicit, induce or encourage:
  - a. Any student/scholar trainee of the WILP to abandon /withdraw their enrolment with the program or to accept enrolment and/or employment with any competitor, supplier or any customer with whom you have a connection.
  - b. Any employee of Wipro to terminate their employment with Wipro or to accept employment with any competitor, supplier or any customer with whom you have a connection.
  - c. Any customer or vendor of Wipro to move their existing business with Wipro to a third party or to terminate their business relationship with Wipro.
  - d. Any existing employee and/or student of WILP to become associated with, or perform services of any type for any third party.
- iv. In case of any conflict or doubt, please discuss the matter with Head / Manager of WILP, to understand Wipro's position on this and resolve the conflict.

## 9. Obligation and Responsibilities:

- i. During the study period you will be governed by the WILP regulations and instructions as may be modified, from time to time, in relation to conduct, discipline and other matters.
- ii. During your study as part of WILP, Company expects you to undergo study in the area in which you are placed, with a high standard of initiative and efficiency. This is critical and Company has zero tolerance towards any deviations.
- iii. You would not be allowed to seek membership of any local or public body without the written approval from the Head / Manager of WILP.
- iv. During the study period and thereafter, you would not be allowed to give out to anyone in writing or by word of mouth or otherwise, particulars or details of work - process, technical know-how, research carried out, security arrangements, or administrative and/or organizational matters of confidential or secret nature which you may come across during your academic study or become known to you by virtue of your undergoing study under WILP or otherwise.
- v. You are bound by all regulations, instructions and policies of the WILP and Wipro. These are updated / modified on a periodic basis and new policies may be introduced and notified to Scholar trainees from time to time and you will be bound to comply with the same.
- vi. In consideration of the opportunities, trainings and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by WILP/Wipro and in the course of your association with WILP. This covenant shall endure during your association and beyond the cessation of your association with WILP (irrespective of the circumstances of, or the reasons for, the cessation).
- vii. In connection with your association with Wipro as part of the WILP and during the term of your association upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business or academic session hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

During the period of academic study, if you develop or conceptualize inventions, ideas, concepts, discoveries, techniques and improvements (including without limitation computer software) solely or jointly with others in relation to the operation of the WILP / Wipro, such developments will be fully communicated to the WILP academy and will be the sole intellectual property of Wipro. You agree to cooperate in the execution of documents to facilitate the assignment of such intellectual property when required.

## 10. Confidentiality:

- i. In consideration of the opportunities, training and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by Wipro and in the course of your enrolment. This covenant shall endure during your enrolment and beyond the cessation of your enrolment with Wipro (irrespective of the circumstances of, or the reasons for, the cessation).
- ii. During your training on projects at Wipro, you will be expected not to use or disclose any confidential information, including trade secrets, of any former employer (if any) or other person with whom you have an obligation of confidentiality and by signing below you affirm that you have no conflicting obligations or non-compete agreements that would prevent you from working without limitation for Wipro.

## **11. Assignment of Intellectual Property**

In connection with your enrolment and during the term of your enrolment, upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

## **12. Posting**

During the initial study period, initially you would be made familiar with Wipro, but you may if needed be re-assigned or transferred to another division, department, establishment or new location where Wipro, has its office or operation and WILP classes are running in the particular location, in India, without enhancing the scholarship amount. On placement of this nature, you will also be governed by the disciplinary rules and regulations as applicable in that unit/branch. You may also be placed in any sister company of Wipro, for practical studies.

## **13. Misconduct:**

- i. In case you are charged with any misconduct or disciplinary issue during your study period, your enrolment with WILP may be temporarily placed on suspension without payment of scholarship amount, for such period as Wipro may deem fit. If the charges against you are proved to be true, your enrolment may be immediately cancelled, without any notice or payment of scholarship in lieu of notice notwithstanding any clause of this letter of enrolment. It is clarified that this clause is without prejudice to Wipro's rights to enforce the Training Agreement duly signed by you even after cancellation of your enrolment for whatever reasons as the case may be.
- ii. Notwithstanding the condition regarding written notice of termination and without prejudice to Wipro's right to enforce the Training agreement, Wipro shall have the right to terminate your academic study without any notice or payment of scholarship in lieu thereof, if any declaration given or information furnished by you to WILP/ Wipro is found to be false or if you are found to have willfully suppressed any material information.

**Please note that at any stage, whether during your selection process or upon enrolment with the WILP, if it is brought to our notice that you have indulged in malpractices or used illegal means to clear your online assessment, Wipro shall withdraw or revoke the enrolment and cancel the same with immediate effect and we reserve our rights to take suitable action against you as we may deem fit.**

## **14. Cancellation of Enrolment:**

Notwithstanding any of the clauses of this letter of enrolment, Company reserves the right at its sole discretion to cancel this enrolment during the study period without assigning any reason, by giving one months' (30 days) notice or one month's scholarship/stipend in lieu of notice.

## **15. Study Hours:**

- i. As a Scholar Trainee – Work Integrated Learning Program, you will be called upon to undergo studies during the hours and days as may be fixed by WILP from time to time as per the University requirements.
- ii. You would be assigned to any of the locations and any project work as part of your WILP as may be decided by the Company.
- iii. The full day lecture sessions will be held at any of Wipro's other establishments/outsourced venue. You may also be called upon to attend academic study as and when required on holidays, as may be scheduled in accordance with the convenience of the organizing team of the WILP.
- iv. The university will plan contact classes in multiple format to suit the project work situations and university guidelines such as contact classes in ILT (instructor Led training) and / or VILT (virtual Instructor Led Training and Self-Directed / Recorded lecture sessions).

## 16. General:

- i. This letter of enrolment is subject to the condition that you have not provided us with any false declaration or wilfully suppressed any material information. If you have, you will be liable for cancellation of enrolment from the WILP without any prior notice.
- ii. The terms of this letter of enrolment may be specifically enforced legally, if required. In this connection, if any of the provisions of this letter are declared or found to be void or unenforceable due to any reason whatsoever, the remaining provisions of this letter shall continue in full force and effect.
- iii. These enrolment terms supersede and replace any existing agreement or understanding, if any, between Wipro and you relating to the same subject matter.
- iv. You warrant that you are not prevented by a court or by any other administrative or judicial order from enrolling under this agreement. In the event that you are not a citizen of the country of posting, you should have a valid work permit to work in the country of posting.
- v. During the period of enrolment you are required to comply with all policies of WILP and Wipro. These policies are updated / modified on a periodic basis and new policies may be introduced and notified to the Scholar Trainees from time to time. You agree to comply with all policies as modified from time to time.

## 17. On Completion/Cancellation of Academic Program:

- i. On Completion of the academic program or cancellation of your enrolment, as the case may be, you will immediately surrender to Wipro/ the Academy all specifications, formulae, documents, literature, drawings or records, etc. belonging to Wipro/ the Academy or relating to its business and shall not make or retain any copies of these items.
- ii. You are not eligible to receive testimonial certificate if you do not successfully complete the academic study in accordance with this letter of enrolment and the study scheme formulated by the Academy.
- iii. Wipro reserves the right to offer employment at its sole discretion to a Scholar trainee on successful and satisfactory completion of the academic study.

## 18. Acceptance of Enrolment Letter:

Upon accepting the above terms and conditions, you are required to return the duplicate of this letter of enrolment, duly signed by you as a token of your acceptance on the day of joining WILP program.

Please confirm that the above terms are acceptable to you and that you accept the enrolment by signing a copy of this letter of enrolment and submit the same on the date of joining.

## 19. Work Allocation:

As part of your work responsibilities, you may be assigned to work on certain projects/accounts or other assignments as may be deemed fit by the Company in its sole discretion. Refusal to accept and deliver on such assignments shall be treated as a refusal to work and may result in termination of your employment or other disciplinary action.

Yours sincerely,

For **Wipro Limited**,



**Aparna Shailen**  
**General Manager - Human Resources**

I have read, understood and agree to accept the enrolment on the terms and conditions herein.

I shall be present for the induction session on

## **ANNEXURE I**

### **CONFIRMATION ON SHARING PERSONAL INFORMATION (AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT, 2000)**

I Radheshyam Thakur, confirm that I am voluntarily sharing my Personal Information with Wipro Limited ('Wipro') being a part of WILP of Wipro for the following purposes:

- a. validating my application form and retaining records on the same for any future reference/verification;
- b. processing my application form including background verification checks;
- c. academic study related actions including record keeping, processing scholarship advance and benefits and any action required in the context of my enrolment with Wipro, being a part of WILP.

In this context, I also agree to the retention of such Personal Information by Wipro for any future reference/verification and authorize Wipro to transfer the same to a third party.

I understand that 'Personal Information' means any information, relating to me that is available with Wipro and is capable of identifying me."

## **ANNEXURE II**

I hereby confirm that I shall submit the required academic certificate including but not limited to mark sheet and Provisional or Convocation Degree Certificate within 3 months from my date of joining. I understand that my enrolment is subject to my aggregate meeting the Wipro eligibility criteria and submission of the above mentioned documents.

I hereby declare that all the particulars mentioned above are true to the best of my knowledge. In the event of my failure to submit the above mentioned documents or in case of any discrepancy, I shall be liable for termination of my enrolment with Wipro.

## **ANNEXURE – III**

### **INITIAL INDUCTION PROGRAM**

The Talent Transformation team at Wipro groom's campus selects to help them face the challenges of the corporate world.

A holistic 360 degree approach to training is adopted and helps them hone their fundamental computer skills followed by insights into Wipro businesses, process, technology and behavioural skills.

To understand and appreciate the mindset of the young Trainees and ensure that the transformation is smooth, the induction program is done by a team of dedicated professionals who have exposure to the academic and corporate sectors alike. Project Readiness Program (PRP) is a training program designed to address the basic learning needs of the Trainees.

#### **Corporate Readiness Program - CRP**

The CRP program is focused on making young Trainees comfortable in a corporate environment. This program starts with a corporate induction.

"EMERGE" a behavioural skills building training program ensures that the fresh Trainee start feeling at ease in the "corporate world". This activity based behavioural intervention informs the new entrants about the corporate work culture and business etiquette.

#### **Technology Readiness Program - TRP**

The technology training provides critical technical skills required to work on projects allocated to Trainees and prepare to face the demands of the project world. We begin doing this by familiarizing with Wipro's businesses and work environment.

The methodology of training is "Project Based Learning" (PBL) approach, the entire learning is designed around a series of projects that the recruits are expected to complete individually by learning and applying various topics required to complete the project. Starting with individual projects, the PBL approach ends with recruits working on a team project.

## **ANNEXURE – IV**

I have read and understood the terms of my enrolment letter. I agree and acknowledge that I am a Student/Scholar trainee with Wipro's WILP. I further undertake that I shall not represent to any person within Wipro or any other third

party that I am an employee of Wipro Ltd and I fully understand that such false representation shall entail severe disciplinary action including immediate cancellation of my enrolment.

### **Travel, Accommodation, Food & Other Miscellaneous Expenses**

#### **Travel**

- i. You would be entitled for Rs. 1500 from the date of appointment as a lump sum amount that will be credited with your first month stipend. You may utilize this amount towards Travel and you would not need to submit bills towards usage of this amount.
- ii. There is no provision for reimbursement/allowance towards any expenses incurred in lieu of attending training or classes at different locations in the same city.

#### **Accommodation, Food & other Miscellaneous Expenses**

- i. You would be entitled for Rs.400 per day for 8 days (total amount of Rs.3,200) from the date of joining. You may utilize this amount towards accommodation, food & other miscellaneous expenses. This would be paid as a lump sum amount that will be credited with your first month stipend and you would not need to submit bills towards usage of this amount.
- ii. If your posting location (the location where you would be based out of after training) is different from the training location (location where you undergo initial training), you would be entitled for the following:  
  
Settlement and Miscellaneous Expenses: Rs.1200 per day for 7 days (total amount of Rs. 8,400) from the date of reporting to the posting location. You may utilize this amount towards boarding, lodging, conveyance & other miscellaneous expenses.
- iii. Any location change after reporting to posting location will be treated as relocation/transfer and will be covered under the Transfer policy for Team Rainbow. For details you can refer the policy at myWipro-> My Policies -> India->My Travel>Transfer Policy-Team Rainbow.
- iv. Campus joiners would not be eligible for accommodation at the Wipro guest houses.

**Please note in the event that the employee leaves the organization within 6 months from the date of joining, all payments processed under Joining & Relocation Entitlements shall be recovered from the employee at the time of exit.**

**Skill Preferences 1 :** [DAAI -Cloud & Digital Database](#)

**Location Preferences 1 :** [Bangalore](#)

**Skill Preferences 2 :** [CEP-SAP-ABAP](#)

**Location Preferences 2 :** [Mysore](#)

**Skill Preferences 3 :** [Python App](#)

**Location Preferences 3 :** [Chennai](#)

☒ Accept ☐ Decline

☒ **Signature** [Radheshyam Thakur 25/1/2023 10:00 PM](#)

(checking the checkbox above is equivalent to a handwritten signature)

Registered Office:

**Wipro  
Limited**

**T :**+91 (80) 2844 0011

Doddakannelli

**F :**+91 (80) 2844 0054

Sarjapur  
Road

**E :**info@wipro.com

Bengaluru  
560 035

**W :**wipro.com

India

**C :**L32102KA1945PLC020800

26168298



**Subject: Offer of Employment**

Dear Babu R

Heartiest Congratulations to you!

HDFC Life is delighted to offer you the full-time position of Executive Trainee in our contingent upon your successful clearance of MBA examination.

A detailed Compensation structure is enclosed herewith (Annexure 1) for your reference. An appointment letter along with the terms and conditions of employment will be issued to you after joining.

We are extremely excited to have you onboard. We are looking forward to receiving your acceptance of the offer on the duplicate copy of this letter. Please attach your resume and two passport size photographs with the same.

Warm Regards,

**Human Resources**



**Annexure 1**

**Designation:** Executive Trainee

**Band:** J2

**CTC STRUCTURE**

Pay Items	Per Annum	Per Month
-----------	-----------	-----------

Fixed Pay		
Basic	1,15,500	9,625
Other Allowance	64,493	5,374
Tablet Allowance	12,000	1,000
Daily Activity Allowance	24,000	2,000
House Rental Allowance	69,300	5,775
Statutory Bonus	24,000	2000
Total Monthly Gross	3,09,293	25,774
Retirals and Other Benefits (As per relevant Regulations & Acts)		
Provident Fund	21,600	
Gratuity	5,582	
Flexi Pay	41,225	
Valued Benefits		
Group Insurance Benefit	7,300	
Fixed Cost to Company	3,85,000	
Variable Pay		
Variable Pay for Performance <sup>2</sup>	40,000	
Total Cost to Company	4,25,000	
<sup>2</sup> Variable Pay for Performance (VPP) is subject to your achieving a rating of “3-Meets Expectations” and above. The rating is assigned to an individual, on successful completion of the Executive Trainee Program (12 m), basis actual performance against the defined targets.		
Other Benefits (as per prevalent Company Policy):		
Group Term Insurance: Term cover of INR 12,00,000 Mediclaim: INR 4,00,000 for self and dependents		

1

**Flexi Pay:**

- Flexi component amount allocation can be planned by you in Flexi Benefit Planner. Please note that component selection will alter your monthly take home as against the aforementioned monthly gross
- LTA, Mobile Handset Allowance, Fuel & Driver are reimbursable components. On opting for these, the payout will be made only after submission of documents as provided in the Flexi Policy □ **Maximum amounts allocable under Flexi Pay are following:**

Component	Per annum	Per month
LTA (Leave Travel Allowance)	9,625	802
Mobile Handset Allowance	10,000	833
Fuel & Driver	21,600	1,800





**BABU VIGNESH KUMAR**

Dear **BABU VIGNESH KUMAR**

On behalf of CAI Info India Private Ltd., I would like to reconfirm our verbal offer of employment as a **"Jr. Software Engineer"** for an annual CTC of Rs. 3,00,000.00 (Rupees three lakhs thirty thousand) beginning on your anticipated start date, Monday, February 05, 2024. This will be paid to you monthly at the end of each month in increments of Rs. 25,000.00 (gross monthly CTC).

Special Clauses:

- During the period of your employment, the Company may at any time assign or transfer you to any location in the world where the Company/its clients has its establishment. In such an event, you shall be entitled to allowances in accordance with the policies of the Company.
- If you do not have an existing account with ICICI Bank, you will be required to establish one within 2 weeks of your first pay.
- You shall be considered for the next financial review in 2025.

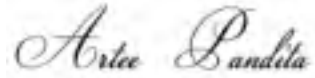
You are required to bring the following documents at the time of reporting for employment: -

- Last updated resume
- Latest passport size photograph
- A copy of Educational Certificates for all years of education and mark cards -
- Copy of passport
- Form 16

Please sign the bottom portion of this letter indicating your acceptance of this position and return the same immediately. You will be issued an appointment letter upon your acceptance of this offer letter.

Thank You and Welcome.

Yours Truly, Accepted By:



**Artee Pandita** \_\_\_\_\_  
**Director-Human Resources**

Divyasree Towers, Floor 5, Guruppanapalya  
Bannerghatta Main Road, Bangalore-560029  
[www.cai.io](http://www.cai.io) [inquire@cai.io](mailto:inquire@cai.io)

Detailed CTC Breakdown:

Description	Monthly	Yearly
Basic	INR 13,750.00	INR 1,65,000.00
HRA	INR 5,500.00	INR 66,000.00
Conveyance	INR 300.00	INR 3,600.00
Medical Allowance	INR 700.00	INR 8,400.00
Statutory Bonus	INR 2,500.00	INR 30,000.00
Provident Fund	INR 3,300.00	INR 39,600.00
Gratuity	INR 661.38	INR 7,936.50
Special Allowance	INR 788.63	INR 9,463.50
<b>Total</b>	<b>INR 25,000.00</b>	<b>INR 3,00,000.00</b>

Accepted By:

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Divyasree Towers, Floor 5, Guruppanapalya  
Bannerghatta Main Road, Bangalore-560029  
[www.cai.io](http://www.cai.io) [inquire@cai.io](mailto:inquire@cai.io)

**CAI Info India Private Limited**

080 -45340400



## **OFFER LETTER**

5<sup>th</sup> February 2022

BAGHU BHARATH  
KUMAR REDDY

CMR University

Dear BAGHU BHARATH KUMAR REDDY,

We are pleased to formally confirm your internship offer with Genpact. The duration of the project will be **20** weeks beginning **12<sup>th</sup> February 2022** working with us on Project - **Ryan Specialty**.

You will be required to apply and maintain the highest standards of personal conduct and integrity and comply with all Genpact policies as may be applicable. Any violation of the same can result in this offer being withdrawn without any notice.

Please feel free to contact HR Manager – **Kumari, Neha** [neha.kumari2@genpact.com](mailto:neha.kumari2@genpact.com) in case of any clarifications.

Once again, we are delighted to have you on board and hope you have a rewarding and enriching experience with Genpact.

Congratulations and welcome to the team!

Yours Sincerely,

**Ritu Bhatia**

Senior Vice President -Recruitment, India

Human Resources  
Genpact Phase 5 Office  
Gurgaon- 122002  
[www.genpact.com](http://www.genpact.com)

BAGHU BHARATH KUMAR REDDY

Genpact, 2022



## **Annexure 1- Joining Documents**

Please carry the following documents with you and furnish them at the time of Orientation and joining your business.

Joining will not happen without these documents:

1. **Internship Offer Letter**
  - a. Please bring a signed copy & handover to the Business HR Manager
  - b. Kindly sign both the pages with full signatures
2. **Photo ID**
  - a. One of the following: Voters ID, driving license, Passport, Aadhaar Card, PAN card or XII Board Hall ticket (Class XII Hall tickets will be accepted only for those candidates joining straight after school and don't have any other document)
3. **Address proof**
  - a. One of the following: Passport, Voters ID, Electricity bill (latest) of Self or Parents, Water Bill (latest) of Self or Parents, Bank Statement (Latest), Telephone landline bill (Latest) of self or Parents or Current lease deed- with you or Parents as lessee or co lessee



## Welcome to Wipro's Work Integrated Learning Program ("WILP")

**Work Integrated Learning Programme**  
**Wipro Limited, Dodda Kannelli**  
**Sarjapur Road, Bengaluru - 560 035.**  
**Phone: (080) 28440011/12, Fax: (080) 28440256**

Dear BAHUL K H,

### **Sub: Enrolment letter to Wipro's Work Integrated Learning Program ("WILP") as Scholar Trainee – Work Integrated Learning Program**

Welcome to WILP!

With reference to your application, it is our pleasure to enroll you as a Scholar Trainee – Work Integrated Learning Program. This is a scholarship program customized as a robust academic and training program which will enable you to obtain M-Tech degree from one of the premier engineering institution / University in India.

The duration of the academic program shall be 48 months from the **date of enrolment to the academic program**. You will be enrolled into the academic program within 12 months from date of joining. Your date of joining will be intimated through a separate communication.

We hope you enjoy the learning with WILP and have an enriching experience being a part of Wipro Limited ("Wipro or "Company").

Please read through the terms and conditions of your enrolment as provided below.

We look forward to having a long and fruitful relationship with you at WILP, Wish you all the best!

Yours sincerely,  
For **Wipro Limited**,

**Aparna Shailen**  
**General Manager - Human Resources**

#### **Endorsement**

I accept the enrolment and the terms and conditions thereof as specified below. I shall report for undergoing study on

#### **Terms & Conditions of Scholarship**

##### **1. PROFILE:**

You have been selected to be a part of Wipro's WILP and are enrolled as a Scholar Trainee- Work Integrated Learning Program. Upon joining WILP, you will have to undergo a "Project Readiness Program" ('PRP') that prepares you to participate in projects at the Company as part of this learning program. This robust academic program will also enable you to obtain **M-Tech degree from one of the premier engineering Institution / University** upon successful completion of the course.

##### **2. DURATION:**

The duration of your academic program will be for a period of 48 months from the date of enrolment to the academic program. You will be enrolled into the academic program within 12 months from date of joining. Unless the Company extends the period of your study in writing, which is done solely at the discretion of the Company, your enrolment would automatically terminate at the end of the stated 48 months.

In case the Company extends the academic period (in writing) you will continue to be enrolled as a Scholar Trainee – Work Integrated Learning Program with WILP.

### 3. Appointment details:

We provide support to our global customers through various Company locations in India to suit customer requirements by operating 24x7. You would be operating from any of these locations and in any of the shifts, including night shift, as may be decided by the Company, keeping in mind the business needs and deliverables to customers.

### 4. Scholarship/Stipend and Benefits

During your period of enrolment, you would be entitled to a consolidated monthly scholarship.

Apart from the monthly scholarship, the Company will provide you with life & accidental insurance that would include a cover for you, the premium / cost will be taken care of by Wipro. This is a voluntary benefit offered by the Company and the details of the same are listed below.

- i. A Group Personal Accident Insurance (GPAI) coverage of **Rs.12,00,000/-**. You could also choose to get additional coverage for a nominal and highly negotiated premium. More details on the policy are available in My Policies section in myWipro, the HR portal at Wipro.
- ii. Group Life Insurance coverage of **Rs.14, 00,000/-**. This sum insured is inclusive of cover as per EDLI (Employee Deposit Linked Insurance). You can also get an extra coverage for a nominal and highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

In addition to the above, you are also eligible for medical insurance cover towards hospitalization.

You are eligible for a floater coverage of Rs.2,00,000/- per annum for family (self, spouse & children) towards hospitalization. There will be a deduction from your monthly scholarship/stipend depending on your marital/family status towards the base sum insured premium. 10% of the claim amount would need to be borne by the employee/Scholar trainee.

Base Medical insurance is to be availed by the employee as default. It is accounted for in deductions as a nominal monthly charge. Top-Up cover is voluntary and charged as applicable during renewal timelines.

If you wish to enhance the coverage, a top up cover option is also available for a highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

The below table lists down your scholarship details:

Period	Scholarship	ESI	Consolidated Scholarship (Rs. Per Month)
First year	15000	488	15,488/- (*)
Second year	17000	553	17,553/- (*)
Third year	19000	618	19,618/- (*)
Fourth year	23000	0	23,000/- (*)

(\*) You shall be responsible for payment of all statutory contributions, taxes, dues and levies as may be required under the relevant laws including contributions under Employees' State Insurance Corporation Act (**at 0.75% of your Scholarship**) as and when applicable to you. Such contributions, taxes, dues and levies where required, shall be deducted from your Scholarship and benefits according to applicable laws and regulations.

Your fourth-year scholarship will continue until completion of your M-Tech program. Your enrolment into the MTech academic program within 12 months from date of joining.

You shall be eligible to receive a onetime "joining bonus" of Rs.75,000 after you join Wipro along with your first month salary. All applicable taxes on the payment of this amount will be borne by you. Please note in the event you leave the organization within 12 months from the date of joining, payment processed under Joining bonus shall be recovered from the employee at the time of exit.

The enhancement of the scholarship at the end of each academic year of study will be at the discretion of the Company and subject to your satisfactory progress of study, acquisition of skills, behavior, regularity and punctuality in attendance. Your continued enrolment in the course, will be at the discretion of the Company, and is subject to satisfactory academic performance and other requirements as prescribed in the WILP portal.

In case your project performance at any stage is not found to be at par with the requirement of WILP, then you would be placed on performance improvement program (PIP). If you fail to successfully complete the PIP, the Company may at its sole discretion discontinue your enrolment in the WILP program.

#### **Book Allowance:**

A Book Allowance of Rs.1,250/- will be provided to you per semester. This allowance will be given every semester except the last semester when you will be engaged in dissertation. The allowance will be paid to you centrally along with your scholarship during the course of each semester. The allowance will be subject to tax. Book allowance is applicable and paid only when you are registered for the semester.

#### **5. Training Agreement:**

- i. This letter of enrolment is subject to the execution of a training agreement in the prescribed proforma with Wipro Limited, Sarjapur Road, Doddakannelli, Bengaluru-560035 on or before joining the program ("Training Agreement").
- ii. This Training agreement shall be for a total period of 60 Months where you will be mentored for developing your skills and knowledge. This included technical training, in various formats, both online and offline and practical experience in various projects. The Company invests on your behalf for the cost of these trainings. Should you discontinue the WILP program or your enrolment with WILP is cancelled for any reason whatsoever before the completion of 60 months from the date of joining, the training expenses of Rs.75,000/-(Rupees Seventy five thousand only) will have to be paid by you as detailed in the Training Agreement.

#### **6. PROJECT READINESS PROGRAM (PRP)**

Upon enrolment, you will have to undergo a Project Readiness Program (PRP) to prepare you to participate in projects. This is offered by Wipro's - Talent Transformation Department to all campus and off-campus selects. The broad objective of PRP is to equip you with the necessary knowledge and skills that will enable you to start working on real-life project work which is an integral part of the WILP.

#### **7. Regulations of Academic study:**

- i. You will be enrolled for M-Tech program with a renowned institution ("University") that collaborates with Wipro for WILP.
- ii. Course specialization includes but is not limited to Software Systems, Software Engineering, Information Technology, Computing Systems and Infrastructure Management, Data Analytics, IoT, Cloud, Digital & Cyber security, Embedded Systems.
- iii. Your specialization and enrolment would be decided based on prevailing business requirements and decision of the Company is final and binding.
- iv. You will not be able to change Specialization track after enrolment.
- v. Overall program duration is 4 years from date of enrolment of academic program.
- vi. As per the program structure, a WILP Scholar trainee will register and pursue 4 to 6 courses per semester over 7 semesters.
- vii. You will be required to submit a project work / dissertation in your final semester (8<sup>th</sup> semester of your program). This will enable you to advance your professional capabilities by applying concepts and techniques in projects.
- viii. Each course has multiple evaluation components. This includes an assignment component, quiz, mid-semester examination and comprehension examination. All evaluation components are mandatory for securing a pass grade in a course as prescribed by the partnering institution.



- ix. Contact classes are organized as per the handout and calendar prepared and shared by the University at the beginning of each semester. In the normal course, one session of 2 hours duration per course per contact class is organized.
- x. You will be called upon to undergo studies during the hours and days as may be fixed by the Company from time to time. Normally, the study hours would be from 9:00am to 6:00pm
- xi. The faculty will take attendance/circulate attendance sheets for every session. It is your responsibility to ensure that your attendances are recorded properly.
- xii. WILP Scholar trainees are expected to be on time for every session. Punctuality is non-negotiable and the faculty reserves the right to deny entry and attendance to late comers.
- xiii. Attending 75% of contact session is mandatory for each course to appear for examinations.
- xiv. Not attending classes for reasons like medical/on the job training /late coming/personal problems and other similar reasons would be treated as absenteeism.
- xv. Scholar trainees who fail to meet the minimum attendance criteria will not qualify for comprehension exams for any of the registered courses in that semester.
- xvi. For any reason, you are not able to meet the minimum attendance criteria or not complete the mandatory assignments / quiz / examinations in any semester, you are required to repeat the same semester as and when the next batch is organized. In such cases, rules and regulations governing academic programs at that time would be applicable. In addition, additional semesters fees are to be borne by you as prescribed by the University.
- xvii. At the end of each semester, the performance of each Scholar Trainee in a course, is specified as a letter grade which is obtained through a Relative Grading procedure
- xviii. Any Scholar trainee securing 3 or more cumulative fail grade at any point in time will be expelled from WILP Program.
- xix. The 8th semester of study is fully devoted for dissertation / project work
- xx. If a Scholar trainee's CGPA is less than 5.5, the Scholar trainee will not be permitted to register for the dissertation. He/she has to re-appear for exams and secure a CGPA of 5.5 before taking up the dissertation. Also, a Scholar trainee with an E grade in any course will not be permitted to register for the Dissertation
- xxi. Project / Dissertation work has to be carried out by each individual separately. Teamwork is not permitted.
- xxii. The dissertation has to be completed strictly as per the guidelines that are outlined by collaborating institution.
- xxiii. WILP Scholar trainees are expected to maintain decorum and discipline in line with Wipro's professional work culture and environment.
- xxiv. In cases where a Scholar trainee deviates from the expected behaviour as prescribed by the WILP and partnering institution from time to time , strict action will be taken and the decision of the WILP Team / faculty /, University would be final and binding.
- xxv. Breach of integrity will be dealt with sternly. Such Scholar trainees will be asked to discontinue their studies and also expelled from WILP program.
- xxvi. On successful completion of the study, you will be eligible to receive the M-Tech degree from the collaborating University, in recognition of your successfully completing the course.
- xxvii. All Scholar trainees of the WILP will be given testimonials at the end of the successful completion of the M-Tech degree program. The testimonial contains the timeline in the WILP and the kind of project works carried during this opportunity.

Mode of contact session, examination pattern and other academic program norms are subject to change based on the prevailing situation / University norms declared from time to time. Decision of the University would be final and binding.

## **8. Conflict of Interest:**

- i. During your enrolment period with the WILP, you will focus exclusively on the requirements of the program. In addition to your study and academic requirements, you are required to engage yourself exclusively in the work assigned by Wipro and shall not take up any independent or individual assignments (whether part time or full time, in an advisory capacity or otherwise) directly or indirectly without the express written consent of Head /

## Manager of WILP Academy

- ii. You shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any person who is involved in activities, which are or shall be in conflict with the interests of Wipro.
- iii. The Conflict of Interest Policy also refers to the need on your part, during your enrolment and for a period of one year from the cessation of your enrolment with WILP (irrespective of the circumstances of, or the reasons for, the cessation) not to solicit, induce or encourage:
  - a. Any student/scholar trainee of the WILP to abandon /withdraw their enrolment with the program or to accept enrolment and/or employment with any competitor, supplier or any customer with whom you have a connection.
  - b. Any employee of Wipro to terminate their employment with Wipro or to accept employment with any competitor, supplier or any customer with whom you have a connection.
  - c. Any customer or vendor of Wipro to move their existing business with Wipro to a third party or to terminate their business relationship with Wipro.
  - d. Any existing employee and/or student of WILP to become associated with, or perform services of any type for any third party.
- iv. In case of any conflict or doubt, please discuss the matter with Head / Manager of WILP, to understand Wipro's position on this and resolve the conflict.

## 9. Obligation and Responsibilities:

- i. During the study period you will be governed by the WILP regulations and instructions as may be modified, from time to time, in relation to conduct, discipline and other matters.
- ii. During your study as part of WILP, Company expects you to undergo study in the area in which you are placed, with a high standard of initiative and efficiency. This is critical and Company has zero tolerance towards any deviations.
- iii. You would not be allowed to seek membership of any local or public body without the written approval from the Head / Manager of WILP.
- iv. During the study period and thereafter, you would not be allowed to give out to anyone in writing or by word of mouth or otherwise, particulars or details of work - process, technical know-how, research carried out, security arrangements, or administrative and/or organizational matters of confidential or secret nature which you may come across during your academic study or become known to you by virtue of your undergoing study under WILP or otherwise.
- v. You are bound by all regulations, instructions and policies of the WILP and Wipro. These are updated / modified on a periodic basis and new policies may be introduced and notified to Scholar trainees from time to time and you will be bound to comply with the same.
- vi. In consideration of the opportunities, trainings and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by WILP/Wipro and in the course of your association with WILP. This covenant shall endure during your association and beyond the cessation of your association with WILP (irrespective of the circumstances of, or the reasons for, the cessation).
- vii. In connection with your association with Wipro as part of the WILP and during the term of your association upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business or academic session hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

During the period of academic study, if you develop or conceptualize inventions, ideas, concepts, discoveries, techniques and improvements (including without limitation computer software) solely or jointly with others in relation to the operation of the WILP / Wipro, such developments will be fully communicated to the WILP academy and will be the sole intellectual property of Wipro. You agree to cooperate in the execution of documents to facilitate the assignment of such intellectual property when required.

## 10. Confidentiality:

- i. In consideration of the opportunities, training and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by Wipro and in the course of your enrolment. This covenant shall endure during your enrolment and beyond the cessation of your enrolment with Wipro (irrespective of the circumstances of, or the reasons for, the cessation).
- ii. During your training on projects at Wipro, you will be expected not to use or disclose any confidential information, including trade secrets, of any former employer (if any) or other person with whom you have an obligation of confidentiality and by signing below you affirm that you have no conflicting obligations or non-compete agreements that would prevent you from working without limitation for Wipro.

## **11. Assignment of Intellectual Property**

In connection with your enrolment and during the term of your enrolment, upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

## **12. Posting**

During the initial study period, initially you would be made familiar with Wipro, but you may if needed be re-assigned or transferred to another division, department, establishment or new location where Wipro, has its office or operation and WILP classes are running in the particular location, in India, without enhancing the scholarship amount. On placement of this nature, you will also be governed by the disciplinary rules and regulations as applicable in that unit/branch. You may also be placed in any sister company of Wipro, for practical studies.

## **13. Misconduct:**

- i. In case you are charged with any misconduct or disciplinary issue during your study period, your enrolment with WILP may be temporarily placed on suspension without payment of scholarship amount, for such period as Wipro may deem fit. If the charges against you are proved to be true, your enrolment may be immediately cancelled, without any notice or payment of scholarship in lieu of notice notwithstanding any clause of this letter of enrolment. It is clarified that this clause is without prejudice to Wipro's rights to enforce the Training Agreement duly signed by you even after cancellation of your enrolment for whatever reasons as the case may be.
- ii. Notwithstanding the condition regarding written notice of termination and without prejudice to Wipro's right to enforce the Training agreement, Wipro shall have the right to terminate your academic study without any notice or payment of scholarship in lieu thereof, if any declaration given or information furnished by you to WILP/ Wipro is found to be false or if you are found to have willfully suppressed any material information.

**Please note that at any stage, whether during your selection process or upon enrolment with the WILP, if it is brought to our notice that you have indulged in malpractices or used illegal means to clear your online assessment, Wipro shall withdraw or revoke the enrolment and cancel the same with immediate effect and we reserve our rights to take suitable action against you as we may deem fit.**

## **14. Cancellation of Enrolment:**

Notwithstanding any of the clauses of this letter of enrolment, Company reserves the right at its sole discretion to cancel this enrolment during the study period without assigning any reason, by giving one months' (30 days) notice or one month's scholarship/stipend in lieu of notice.

## **15. Study Hours:**

- i. As a Scholar Trainee – Work Integrated Learning Program, you will be called upon to undergo studies during the hours and days as may be fixed by WILP from time to time as per the University requirements.
- ii. You would be assigned to any of the locations and any project work as part of your WILP as may be decided by the Company.
- iii. The full day lecture sessions will be held at any of Wipro's other establishments/outsourced venue. You may also be called upon to attend academic study as and when required on holidays, as may be scheduled in accordance with the convenience of the organizing team of the WILP.
- iv. The university will plan contact classes in multiple format to suit the project work situations and university guidelines such as contact classes in ILT (instructor Led training) and / or VILT (virtual Instructor Led Training and Self-Directed / Recorded lecture sessions).

## 16. General:

- i. This letter of enrolment is subject to the condition that you have not provided us with any false declaration or wilfully suppressed any material information. If you have, you will be liable for cancellation of enrolment from the WILP without any prior notice.
- ii. The terms of this letter of enrolment may be specifically enforced legally, if required. In this connection, if any of the provisions of this letter are declared or found to be void or unenforceable due to any reason whatsoever, the remaining provisions of this letter shall continue in full force and effect.
- iii. These enrolment terms supersede and replace any existing agreement or understanding, if any, between Wipro and you relating to the same subject matter.
- iv. You warrant that you are not prevented by a court or by any other administrative or judicial order from enrolling under this agreement. In the event that you are not a citizen of the country of posting, you should have a valid work permit to work in the country of posting.
- v. During the period of enrolment you are required to comply with all policies of WILP and Wipro. These policies are updated / modified on a periodic basis and new policies may be introduced and notified to the Scholar Trainees from time to time. You agree to comply with all policies as modified from time to time.

## 17. On Completion/Cancellation of Academic Program:

- i. On Completion of the academic program or cancellation of your enrolment , as the case may be, you will immediately surrender to Wipro/ the Academy all specifications, formulae, documents, literature, drawings or records, etc. belonging to Wipro/ the Academy or relating to its business and shall not make or retain any copies of these items.
- ii. You are not eligible to receive testimonial certificate if you do not successfully complete the academic study in accordance with this letter of enrolment and the study scheme formulated by the Academy.
- iii. Wipro reserves the right to offer employment at its sole discretion to a Scholar trainee on successful and satisfactory completion of the academic study.

## 18. Acceptance of Enrolment Letter:

Upon accepting the above terms and conditions, you are required to return the duplicate of this letter of enrolment, duly signed by you as a token of your acceptance on the day of joining WILP program.

Please confirm that the above terms are acceptable to you and that you accept the enrolment by signing a copy of this letter of enrolment and submit the same on the date of joining.

## 19. Work Allocation:

As part of your work responsibilities, you may be assigned to work on certain projects/accounts or other assignments as may be deemed fit by the Company in its sole discretion. Refusal to accept and deliver on such assignments shall be treated as a refusal to work and may result in termination of your employment or other disciplinary action.

Yours sincerely,

For **Wipro Limited**,



**Aparna Shailen**  
**General Manager - Human Resources**

I have read, understood and agree to accept the enrolment on the terms and conditions herein.

I shall be present for the induction session on

## **ANNEXURE I**

### **CONFIRMATION ON SHARING PERSONAL INFORMATION (AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT, 2000)**

I Radheshyam Thakur, confirm that I am voluntarily sharing my Personal Information with Wipro Limited ('Wipro') being a part of WILP of Wipro for the following purposes:

- a. validating my application form and retaining records on the same for any future reference/verification;
- b. processing my application form including background verification checks;
- c. academic study related actions including record keeping, processing scholarship advance and benefits and any action required in the context of my enrolment with Wipro, being a part of WILP.

In this context, I also agree to the retention of such Personal Information by Wipro for any future reference/verification and authorize Wipro to transfer the same to a third party.

I understand that 'Personal Information' means any information, relating to me that is available with Wipro and is capable of identifying me."

## **ANNEXURE II**

I hereby confirm that I shall submit the required academic certificate including but not limited to mark sheet and Provisional or Convocation Degree Certificate within 3 months from my date of joining. I understand that my enrolment is subject to my aggregate meeting the Wipro eligibility criteria and submission of the above mentioned documents.

I hereby declare that all the particulars mentioned above are true to the best of my knowledge. In the event of my failure to submit the above mentioned documents or in case of any discrepancy, I shall be liable for termination of my enrolment with Wipro.

## **ANNEXURE – III**

### **INITIAL INDUCTION PROGRAM**

The Talent Transformation team at Wipro groom's campus selects to help them face the challenges of the corporate world.

A holistic 360 degree approach to training is adopted and helps them hone their fundamental computer skills followed by insights into Wipro businesses, process, technology and behavioural skills.

To understand and appreciate the mindset of the young Trainees and ensure that the transformation is smooth, the induction program is done by a team of dedicated professionals who have exposure to the academic and corporate sectors alike. Project Readiness Program (PRP) is a training program designed to address the basic learning needs of the Trainees.

#### **Corporate Readiness Program - CRP**

The CRP program is focused on making young Trainees comfortable in a corporate environment. This program starts with a corporate induction.

"EMERGE" a behavioural skills building training program ensures that the fresh Trainee start feeling at ease in the "corporate world". This activity based behavioural intervention informs the new entrants about the corporate work culture and business etiquette.

#### **Technology Readiness Program - TRP**

The technology training provides critical technical skills required to work on projects allocated to Trainees and prepare to face the demands of the project world. We begin doing this by familiarizing with Wipro's businesses and work environment.

The methodology of training is "Project Based Learning" (PBL) approach, the entire learning is designed around a series of projects that the recruits are expected to complete individually by learning and applying various topics required to complete the project. Starting with individual projects, the PBL approach ends with recruits working on a team project.

## **ANNEXURE – IV**

I have read and understood the terms of my enrolment letter. I agree and acknowledge that I am a Student/Scholar trainee with Wipro's WILP. I further undertake that I shall not represent to any person within Wipro or any other third

party that I am an employee of Wipro Ltd and I fully understand that such false representation shall entail severe disciplinary action including immediate cancellation of my enrolment.

### **Travel, Accommodation, Food & Other Miscellaneous Expenses**

#### **Travel**

- i. You would be entitled for Rs. 1500 from the date of appointment as a lump sum amount that will be credited with your first month stipend. You may utilize this amount towards Travel and you would not need to submit bills towards usage of this amount.
- ii. There is no provision for reimbursement/allowance towards any expenses incurred in lieu of attending training or classes at different locations in the same city.

#### **Accommodation, Food & other Miscellaneous Expenses**

- i. You would be entitled for Rs.400 per day for 8 days (total amount of Rs.3,200) from the date of joining. You may utilize this amount towards accommodation, food & other miscellaneous expenses. This would be paid as a lump sum amount that will be credited with your first month stipend and you would not need to submit bills towards usage of this amount.
- ii. If your posting location (the location where you would be based out of after training) is different from the training location (location where you undergo initial training), you would be entitled for the following:  
  
Settlement and Miscellaneous Expenses: Rs.1200 per day for 7 days (total amount of Rs. 8,400) from the date of reporting to the posting location. You may utilize this amount towards boarding, lodging, conveyance & other miscellaneous expenses.
- iii. Any location change after reporting to posting location will be treated as relocation/transfer and will be covered under the Transfer policy for Team Rainbow. For details you can refer the policy at myWipro-> My Policies -> India->My Travel>Transfer Policy-Team Rainbow.
- iv. Campus joiners would not be eligible for accommodation at the Wipro guest houses.

**Please note in the event that the employee leaves the organization within 6 months from the date of joining, all payments processed under Joining & Relocation Entitlements shall be recovered from the employee at the time of exit.**

**Skill Preferences 1 :** [DAAI -Cloud & Digital Database](#)

**Location Preferences 1 :** [Bangalore](#)

**Skill Preferences 2 :** [CEP-SAP-ABAP](#)

**Location Preferences 2 :** [Mysore](#)

**Skill Preferences 3 :** [Python App](#)

**Location Preferences 3 :** [Chennai](#)

☒ Accept ☐ Decline

☒ **Signature** [Radheshyam Thakur 25/1/2023 10:00 PM](#)

(checking the checkbox above is equivalent to a handwritten signature)

Registered Office:

**Wipro  
Limited**

**T :**+91 (80) 2844 0011

Doddakannelli

**F :**+91 (80) 2844 0054

Sarjapur  
Road

**E :**info@wipro.com

Bengaluru  
560 035

**W :**wipro.com

India

**C :**L32102KA1945PLC020800

26168298

**BALA GANESH C**

Dear **BALA GANESH C**

On behalf of CAI Info India Private Ltd., I would like to reconfirm our verbal offer of employment as a **"Jr. Software Engineer"** for an annual CTC of Rs. 3,00,000.00 (Rupees three lakhs thirty thousand) beginning on your anticipated start date, Monday, February 05, 2024. This will be paid to you monthly at the end of each month in increments of Rs. 25,000.00 (gross monthly CTC).

Special Clauses:

- During the period of your employment, the Company may at any time assign or transfer you to any location in the world where the Company/its clients has its establishment. In such an event, you shall be entitled to allowances in accordance with the policies of the Company.
- If you do not have an existing account with ICICI Bank, you will be required to establish one within 2 weeks of your first pay.
- You shall be considered for the next financial review in 2025.

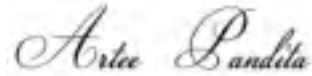
You are required to bring the following documents at the time of reporting for employment: -

- Last updated resume
- Latest passport size photograph
- A copy of Educational Certificates for all years of education and mark cards -
- Copy of passport
- Form 16

Please sign the bottom portion of this letter indicating your acceptance of this position and return the same immediately. You will be issued an appointment letter upon your acceptance of this offer letter.

Thank You and Welcome.

Yours Truly, Accepted By:



**Artee Pandita** \_\_\_\_\_  
**Director-Human Resources**

Divyasree Towers, Floor 5, Guruppanapalya  
Bannerghatta Main Road, Bangalore-560029  
[www.cai.io](http://www.cai.io) [inquire@cai.io](mailto:inquire@cai.io)

Detailed CTC Breakdown:

Description	Monthly	Yearly
Basic	INR 13,750.00	INR 1,65,000.00
HRA	INR 5,500.00	INR 66,000.00
Conveyance	INR 300.00	INR 3,600.00
Medical Allowance	INR 700.00	INR 8,400.00
Statutory Bonus	INR 2,500.00	INR 30,000.00
Provident Fund	INR 3,300.00	INR 39,600.00
Gratuity	INR 661.38	INR 7,936.50
Special Allowance	INR 788.63	INR 9,463.50
<b>Total</b>	<b>INR 25,000.00</b>	<b>INR 3,00,000.00</b>

Accepted By:

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Divyasree Towers, Floor 5, Guruppanapalya  
Bannerghatta Main Road, Bangalore-560029  
[www.cai.io](http://www.cai.io) [inquire@cai.io](mailto:inquire@cai.io)

**CAI Info India Private Limited**

080 -45340400



## **Consultant Offer Letter - Insighte Childcare Private Limited**

**Place: Bangalore**

**Name: Bansika Sahoo**

Dear MARY BANERJEE

**Congratulations!!**

You are selected as a **“Assistant Psychologist - School Inclusion”**.

We welcome you to join the Insighte Childcare Private Limited hereinafter referred to as “Company” which has been serving over 30+ schools and 1000+ children in creating a more neuro affirmative and inclusive world for Children. Insighte Childcare Private Limited is a holistic child mental healthcare provider where we help families, schools, corporates to build a mental health ecosystem for children.

In this role you will be facilitating inclusion of Neurodiverse children. You would be working with the minor children assigned by Insighte either at their school or in home settings.

**Candidate Name:** Sunayana Dowerah

**Address:** 4C Vijyant Towers, Next to Pratiksha Hospital,  
VIP road, Borbari, Sixmile.  
Guwahati - 781036, Assam, India.

**Insighte Childcare Private Limited**

**Signature of the Consultant:**

**Work Location:** Siddhanta Intellectual School, Gattahalli, Bangalore

**The contract is agreed from the 1<sup>st</sup> of June 2024 to the end of the Academic year for a maximum of 11 months whichever is earlier.** This contract can be renewed by the company in consultation with you after the period. By consenting to take up any other client during the period you consent to extend the agreement as per that client requirements.

The company reserves the complete right to change clients or renew the agreement with the client. You are not to engage in any form of negotiation regarding remuneration or services directly with the Client. You are required to find an accommodation closer to the work location so that there is no issue with transport and timings.

You can terminate the contract by giving a two months' notice period.

**Remuneration:**

You will be provided with a payment of **Rs. 3,60,000 in words “Three Lakh sixty thousand rupees only”** per annum for your work hours from 8 am to 6 pm and attending mandatory meetings and trainings as arranged by the Organization for your professional development.

**You need to complete the “School Inclusion Facilitator Training” in 10 weeks of joining the company and until then as a trainee you will be receiving a remuneration of Rs. 18,000 in words “Eighteen Thousand Rupees Only”. On successful completion of the same you will be eligible for Rs 2000/- hike and receive payment of Rs. 20,000/- from the following month onwards.**



**Failure to complete the training within 10 weeks, your designation will be demoted to trainee, and until you complete training you will be paid a remuneration of Rs 15000.**

### **Other Terms and Conditions**

As it is a contract position you acknowledge that you will not be eligible for EPF, PF, ESI any other benefits or medical insurance. The company provides comprehensive medical insurance for those who complete one year of service with the company.

**A 10% TDS will be deducted on your monthly payout and filed against your PAN as per Government guidelines**, which you can claim as a refund or adjust towards your income tax when you file the same.

You are required to submit proof of attendance on the company provided software. You are required to attend the meetings and training scheduled by the company without fail. Company is entitled to make deductions as per the Payment Policy.

You are required to report to the admin team on the day school/client is not working.

You acknowledge you will not be eligible for any other travel allowance, HRA or any other emoluments.

### **Terms of Engagement**

Insighte reserves the right to allot you clients in school and home care during 8 am to 6 pm. Monday to Friday.

Any other engagement, job or business you choose to do should be with the permission of Insighte and not interfering with the client hours of Insighte.

You will be provided additional remuneration for any other client that is allotted to you in addition to this.

You are required to apply your professional and educational expertise in working with the children assigned by the company.

You are required to come prepared for your sessions on time and prepared with learning materials and activities for the sessions.

**Insighte Childcare Private Limited**

**Signature of the Consultant:**



Kindly note that this is a provisional offer and not an offer for employment, your contract is subject to completion of on-boarding process, execution of consultant agreement and starting your work with client.

**Instructions to complete the on-boarding process:**

1. Attach true copies of proof of current address and Permanent address such as rental agreement or permission of owner along with an affidavit with signed copy of Offer Letter as a reply to this mail.
2. Attach true copies of academic records and work experience certificates.
3. Sign the Consultant Agreement and refer Handbook for any queries.
4. Sign the Child Protection Policy.
5. Reach out to the Insighte Onboarding Manager Maitri on +91 9860984149 (between 10 AM to 7 PM) or [hr@insighte.in](mailto:hr@insighte.in) to finish the remaining process. Kindly carry the signed hardcopy of all your documents and submit the same to the office within two days.

**Acceptance of Offer and Signature:**

Having read through and understood the offer as detailed above including the terms and condition, I accept the offer in principle, and affix my signature below in acceptance.

**Name:**

**Place:**

**Date:**

**Signature of the consultant:**

**Company Representative:** Navya Bachanna, Hiring Manager, Insighte Childcare

**Insighte Childcare Private Limited**

**Signature of the Consultant:**



## **OFFER LETTER**

5<sup>th</sup> February 2022

BHAGYASHREE N  
KORLAHALLI

CMR University

Dear BHAGYASHREE N KORLAHALLI,

We are pleased to formally confirm your internship offer with Genpact. The duration of the project will be **20** weeks beginning **12<sup>th</sup> February 2022** working with us on Project - **Ryan Specialty**.

You will be required to apply and maintain the highest standards of personal conduct and integrity and comply with all Genpact policies as may be applicable. Any violation of the same can result in this offer being withdrawn without any notice.

Please feel free to contact HR Manager – **Kumari, Neha** [neha.kumari2@genpact.com](mailto:neha.kumari2@genpact.com) in case of any clarifications.

Once again, we are delighted to have you on board and hope you have a rewarding and enriching experience with Genpact.

Congratulations and welcome to the team!

Yours Sincerely,

**Ritu Bhatia**

Senior Vice President -Recruitment, India

Human Resources  
Genpact Phase 5 Office  
Gurgaon- 122002  
[www.genpact.com](http://www.genpact.com)

BHAGYASHREE N KORLAHALLI

Genpact, 2022



## **Annexure 1- Joining Documents**

Please carry the following documents with you and furnish them at the time of Orientation and joining your business.

Joining will not happen without these documents:

1. **Internship Offer Letter**
  - a. Please bring a signed copy & handover to the Business HR Manager
  - b. Kindly sign both the pages with full signatures
2. **Photo ID**
  - a. One of the following: Voters ID, driving license, Passport, Aadhaar Card, PAN card or XII Board Hall ticket (Class XII Hall tickets will be accepted only for those candidates joining straight after school and don't have any other document)
3. **Address proof**
  - a. One of the following: Passport, Voters ID, Electricity bill (latest) of Self or Parents, Water Bill (latest) of Self or Parents, Bank Statement (Latest), Telephone landline bill (Latest) of self or Parents or Current lease deed- with you or Parents as lessee or co lessee



**Welcome to Wipro's Work Integrated Learning Program ("WILP")**

**Work Integrated Learning Programme**  
**Wipro Limited, Dodda Kannelli**  
**Sarjapur Road, Bengaluru - 560 035.**  
**Phone: (080) 28440011/12, Fax: (080) 28440256**

Dear BHARATH P M,

**Sub: Enrolment letter to Wipro's Work Integrated Learning Program ("WILP") as Scholar Trainee – Work Integrated Learning Program**

Welcome to WILP!

With reference to your application, it is our pleasure to enroll you as a Scholar Trainee – Work Integrated Learning Program. This is a scholarship program customized as a robust academic and training program which will enable you to obtain M-Tech degree from one of the premier engineering institution / University in India.

The duration of the academic program shall be 48 months from the **date of enrolment to the academic program**. You will be enrolled into the academic program within 12 months from date of joining. Your date of joining will be intimated through a separate communication.

We hope you enjoy the learning with WILP and have an enriching experience being a part of Wipro Limited ("Wipro or "Company").

Please read through the terms and conditions of your enrolment as provided below.

We look forward to having a long and fruitful relationship with you at WILP, Wish you all the best!

Yours sincerely,  
For **Wipro Limited**,

**Aparna Shailen**  
**General Manager - Human Resources**

**Endorsement**

I accept the enrolment and the terms and conditions thereof as specified below. I shall report for undergoing study on

**Terms & Conditions of Scholarship**

**1. PROFILE:**

You have been selected to be a part of Wipro's WILP and are enrolled as a Scholar Trainee- Work Integrated Learning Program. Upon joining WILP, you will have to undergo a "Project Readiness Program" ('PRP') that prepares you to participate in projects at the Company as part of this learning program. This robust academic program will also enable you to obtain **M-Tech degree from one of the premier engineering Institution / University** upon successful completion of the course.

**2. DURATION:**



The duration of your academic program will be for a period of 48 months from the date of enrolment to the academic program. You will be enrolled into the academic program within 12 months from date of joining. Unless the Company extends the period of your study in writing, which is done solely at the discretion of the Company, your enrolment would automatically terminate at the end of the stated 48 months.

In case the Company extends the academic period (in writing) you will continue to be enrolled as a Scholar Trainee – Work Integrated Learning Program with WILP.

### 3. Appointment details:

We provide support to our global customers through various Company locations in India to suit customer requirements by operating 24x7. You would be operating from any of these locations and in any of the shifts, including night shift, as may be decided by the Company, keeping in mind the business needs and deliverables to customers.

### 4. Scholarship/Stipend and Benefits

During your period of enrolment, you would be entitled to a consolidated monthly scholarship.

Apart from the monthly scholarship, the Company will provide you with life & accidental insurance that would include a cover for you, the premium / cost will be taken care of by Wipro. This is a voluntary benefit offered by the Company and the details of the same are listed below.

- i. A Group Personal Accident Insurance (GPAI) coverage of **Rs.12,00,000/-**. You could also choose to get additional coverage for a nominal and highly negotiated premium. More details on the policy are available in My Policies section in myWipro, the HR portal at Wipro.
- ii. Group Life Insurance coverage of **Rs.14, 00,000/-**. This sum insured is inclusive of cover as per EDLI (Employee Deposit Linked Insurance). You can also get an extra coverage for a nominal and highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

In addition to the above, you are also eligible for medical insurance cover towards hospitalization.

You are eligible for a floater coverage of Rs.2,00,000/- per annum for family (self, spouse & children) towards hospitalization. There will be a deduction from your monthly scholarship/stipend depending on your marital/family status towards the base sum insured premium. 10% of the claim amount would need to be borne by the employee/Scholar trainee.

Base Medical insurance is to be availed by the employee as default. It is accounted for in deductions as a nominal monthly charge. Top-Up cover is voluntary and charged as applicable during renewal timelines.

If you wish to enhance the coverage, a top up cover option is also available for a highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

The below table lists down your scholarship details:

Period	Scholarship	ESI	Consolidated Scholarship (Rs. Per Month)
First year	15000	488	15,488/- (*)
Second year	17000	553	17,553/- (*)
Third year	19000	618	19,618/- (*)
Fourth year	23000	0	23,000/- (*)

(\*) You shall be responsible for payment of all statutory contributions, taxes, dues and levies as may be required under the relevant laws including contributions under Employees' State Insurance Corporation Act (**at 0.75% of your Scholarship**) as and when applicable to you. Such contributions, taxes, dues and levies where required, shall be deducted from your Scholarship and benefits according to applicable laws and regulations.

Your fourth-year scholarship will continue until completion of your M-Tech program. Your enrolment into the MTech academic program within 12 months from date of joining.

You shall be eligible to receive a onetime "joining bonus" of Rs.75,000 after you join Wipro along with your first month salary. All applicable taxes on the payment of this amount will be borne by you. Please note in the event you leave the organization within 12 months from the date of joining, payment processed under Joining bonus shall be recovered from the employee at the time of exit.

The enhancement of the scholarship at the end of each academic year of study will be at the discretion of the Company and subject to your satisfactory progress of study, acquisition of skills, behavior, regularity and punctuality in attendance. Your continued enrolment in the course, will be at the discretion of the Company, and is subject to satisfactory academic performance and other requirements as prescribed in the WILP portal.

In case your project performance at any stage is not found to be at par with the requirement of WILP, then you would be placed on performance improvement program (PIP). If you fail to successfully complete the PIP, the Company may at its sole discretion discontinue your enrolment in the WILP program.

#### **Book Allowance:**

A Book Allowance of Rs.1,250/- will be provided to you per semester. This allowance will be given every semester except the last semester when you will be engaged in dissertation. The allowance will be paid to you centrally along with your scholarship during the course of each semester. The allowance will be subject to tax. Book allowance is applicable and paid only when you are registered for the semester.

#### **5. Training Agreement:**

- i. This letter of enrolment is subject to the execution of a training agreement in the prescribed proforma with Wipro Limited, Sarjapur Road, Doddakannelli, Bengaluru-560035 on or before joining the program ("Training Agreement").
- ii. This Training agreement shall be for a total period of 60 Months where you will be mentored for developing your skills and knowledge. This included technical training, in various formats, both online and offline and practical experience in various projects. The Company invests on your behalf for the cost of these trainings. Should you discontinue the WILP program or your enrolment with WILP is cancelled for any reason whatsoever before the completion of 60 months from the date of joining, the training expenses of Rs.75,000/-(Rupees Seventy five thousand only) will have to be paid by you as detailed in the Training Agreement.

#### **6. PROJECT READINESS PROGRAM (PRP)**

Upon enrolment, you will have to undergo a Project Readiness Program (PRP) to prepare you to participate in projects. This is offered by Wipro's - Talent Transformation Department to all campus and off-campus selects. The broad objective of PRP is to equip you with the necessary knowledge and skills that will enable you to start working on real-life project work which is an integral part of the WILP.

#### **7. Regulations of Academic study:**

- i. You will be enrolled for M-Tech program with a renowned institution ("University") that collaborates with Wipro for WILP.
- ii. Course specialization includes but is not limited to Software Systems, Software Engineering, Information Technology, Computing Systems and Infrastructure Management, Data Analytics, IoT, Cloud, Digital & Cyber security, Embedded Systems.
- iii. Your specialization and enrolment would be decided based on prevailing business requirements and decision of the Company is final and binding.
- iv. You will not be able to change Specialization track after enrolment.
- v. Overall program duration is 4 years from date of enrolment of academic program.
- vi. As per the program structure, a WILP Scholar trainee will register and pursue 4 to 6 courses per semester over 7 semesters.
- vii. You will be required to submit a project work / dissertation in your final semester (8<sup>th</sup> semester of your program). This will enable you to advance your professional capabilities by applying concepts and techniques in projects.
- viii. Each course has multiple evaluation components. This includes an assignment component, quiz, mid-semester examination and comprehension examination. All evaluation components are mandatory for securing a pass grade in a course as prescribed by the partnering institution.

- ix. Contact classes are organized as per the handout and calendar prepared and shared by the University at the beginning of each semester. In the normal course, one session of 2 hours duration per course per contact class is organized.
- x. You will be called upon to undergo studies during the hours and days as may be fixed by the Company from time to time. Normally, the study hours would be from 9:00am to 6:00pm
- xi. The faculty will take attendance/circulate attendance sheets for every session. It is your responsibility to ensure that your attendances are recorded properly.
- xii. WILP Scholar trainees are expected to be on time for every session. Punctuality is non-negotiable and the faculty reserves the right to deny entry and attendance to late comers.
- xiii. Attending 75% of contact session is mandatory for each course to appear for examinations.
- xiv. Not attending classes for reasons like medical/on the job training /late coming/personal problems and other similar reasons would be treated as absenteeism.
- xv. Scholar trainees who fail to meet the minimum attendance criteria will not qualify for comprehension exams for any of the registered courses in that semester.
- xvi. For any reason, you are not able to meet the minimum attendance criteria or not complete the mandatory assignments / quiz / examinations in any semester, you are required to repeat the same semester as and when the next batch is organized. In such cases, rules and regulations governing academic programs at that time would be applicable. In addition, additional semesters fees are to be borne by you as prescribed by the University.
- xvii. At the end of each semester, the performance of each Scholar Trainee in a course, is specified as a letter grade which is obtained through a Relative Grading procedure
- xviii. Any Scholar trainee securing 3 or more cumulative fail grade at any point in time will be expelled from WILP Program.
- xix. The 8th semester of study is fully devoted for dissertation / project work
- xx. If a Scholar trainee's CGPA is less than 5.5, the Scholar trainee will not be permitted to register for the dissertation. He/she has to re-appear for exams and secure a CGPA of 5.5 before taking up the dissertation. Also, a Scholar trainee with an E grade in any course will not be permitted to register for the Dissertation
- xxi. Project / Dissertation work has to be carried out by each individual separately. Teamwork is not permitted.
- xxii. The dissertation has to be completed strictly as per the guidelines that are outlined by collaborating institution.
- xxiii. WILP Scholar trainees are expected to maintain decorum and discipline in line with Wipro's professional work culture and environment.
- xxiv. In cases where a Scholar trainee deviates from the expected behaviour as prescribed by the WILP and partnering institution from time to time , strict action will be taken and the decision of the WILP Team / faculty /, University would be final and binding.
- xxv. Breach of integrity will be dealt with sternly. Such Scholar trainees will be asked to discontinue their studies and also expelled from WILP program.
- xxvi. On successful completion of the study, you will be eligible to receive the M-Tech degree from the collaborating University, in recognition of your successfully completing the course.
- xxvii. All Scholar trainees of the WILP will be given testimonials at the end of the successful completion of the M-Tech degree program. The testimonial contains the timeline in the WILP and the kind of project works carried during this opportunity.

Mode of contact session, examination pattern and other academic program norms are subject to change based on the prevailing situation / University norms declared from time to time. Decision of the University would be final and binding.

## **8. Conflict of Interest:**

- i. During your enrolment period with the WILP, you will focus exclusively on the requirements of the program. In addition to your study and academic requirements, you are required to engage yourself exclusively in the work assigned by Wipro and shall not take up any independent or individual assignments (whether part time or full time, in an advisory capacity or otherwise) directly or indirectly without the express written consent of Head /

## Manager of WILP Academy

- ii. You shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any person who is involved in activities, which are or shall be in conflict with the interests of Wipro.
- iii. The Conflict of Interest Policy also refers to the need on your part, during your enrolment and for a period of one year from the cessation of your enrolment with WILP (irrespective of the circumstances of, or the reasons for, the cessation) not to solicit, induce or encourage:
  - a. Any student/scholar trainee of the WILP to abandon /withdraw their enrolment with the program or to accept enrolment and/or employment with any competitor, supplier or any customer with whom you have a connection.
  - b. Any employee of Wipro to terminate their employment with Wipro or to accept employment with any competitor, supplier or any customer with whom you have a connection.
  - c. Any customer or vendor of Wipro to move their existing business with Wipro to a third party or to terminate their business relationship with Wipro.
  - d. Any existing employee and/or student of WILP to become associated with, or perform services of any type for any third party.
- iv. In case of any conflict or doubt, please discuss the matter with Head / Manager of WILP, to understand Wipro's position on this and resolve the conflict.

## 9. Obligation and Responsibilities:

- i. During the study period you will be governed by the WILP regulations and instructions as may be modified, from time to time, in relation to conduct, discipline and other matters.
- ii. During your study as part of WILP, Company expects you to undergo study in the area in which you are placed, with a high standard of initiative and efficiency. This is critical and Company has zero tolerance towards any deviations.
- iii. You would not be allowed to seek membership of any local or public body without the written approval from the Head / Manager of WILP.
- iv. During the study period and thereafter, you would not be allowed to give out to anyone in writing or by word of mouth or otherwise, particulars or details of work - process, technical know-how, research carried out, security arrangements, or administrative and/or organizational matters of confidential or secret nature which you may come across during your academic study or become known to you by virtue of your undergoing study under WILP or otherwise.
- v. You are bound by all regulations, instructions and policies of the WILP and Wipro. These are updated / modified on a periodic basis and new policies may be introduced and notified to Scholar trainees from time to time and you will be bound to comply with the same.
- vi. In consideration of the opportunities, trainings and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by WILP/Wipro and in the course of your association with WILP. This covenant shall endure during your association and beyond the cessation of your association with WILP (irrespective of the circumstances of, or the reasons for, the cessation).
- vii. In connection with your association with Wipro as part of the WILP and during the term of your association upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business or academic session hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

During the period of academic study, if you develop or conceptualize inventions, ideas, concepts, discoveries, techniques and improvements (including without limitation computer software) solely or jointly with others in relation to the operation of the WILP / Wipro, such developments will be fully communicated to the WILP academy and will be the sole intellectual property of Wipro. You agree to cooperate in the execution of documents to facilitate the assignment of such intellectual property when required.

## 10. Confidentiality:

- i. In consideration of the opportunities, training and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by Wipro and in the course of your enrolment. This covenant shall endure during your enrolment and beyond the cessation of your enrolment with Wipro (irrespective of the circumstances of, or the reasons for, the cessation).
- ii. During your training on projects at Wipro, you will be expected not to use or disclose any confidential information, including trade secrets, of any former employer (if any) or other person with whom you have an obligation of confidentiality and by signing below you affirm that you have no conflicting obligations or non-compete agreements that would prevent you from working without limitation for Wipro.

## **11. Assignment of Intellectual Property**

In connection with your enrolment and during the term of your enrolment, upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

## **12. Posting**

During the initial study period, initially you would be made familiar with Wipro, but you may if needed be re-assigned or transferred to another division, department, establishment or new location where Wipro, has its office or operation and WILP classes are running in the particular location, in India, without enhancing the scholarship amount. On placement of this nature, you will also be governed by the disciplinary rules and regulations as applicable in that unit/branch. You may also be placed in any sister company of Wipro, for practical studies.

## **13. Misconduct:**

- i. In case you are charged with any misconduct or disciplinary issue during your study period, your enrolment with WILP may be temporarily placed on suspension without payment of scholarship amount, for such period as Wipro may deem fit. If the charges against you are proved to be true, your enrolment may be immediately cancelled, without any notice or payment of scholarship in lieu of notice notwithstanding any clause of this letter of enrolment. It is clarified that this clause is without prejudice to Wipro's rights to enforce the Training Agreement duly signed by you even after cancellation of your enrolment for whatever reasons as the case may be.
- ii. Notwithstanding the condition regarding written notice of termination and without prejudice to Wipro's right to enforce the Training agreement, Wipro shall have the right to terminate your academic study without any notice or payment of scholarship in lieu thereof, if any declaration given or information furnished by you to WILP/ Wipro is found to be false or if you are found to have willfully suppressed any material information.

**Please note that at any stage, whether during your selection process or upon enrolment with the WILP, if it is brought to our notice that you have indulged in malpractices or used illegal means to clear your online assessment, Wipro shall withdraw or revoke the enrolment and cancel the same with immediate effect and we reserve our rights to take suitable action against you as we may deem fit.**

## **14. Cancellation of Enrolment:**

Notwithstanding any of the clauses of this letter of enrolment, Company reserves the right at its sole discretion to cancel this enrolment during the study period without assigning any reason, by giving one months' (30 days) notice or one month's scholarship/stipend in lieu of notice.

## **15. Study Hours:**

- i. As a Scholar Trainee – Work Integrated Learning Program, you will be called upon to undergo studies during the hours and days as may be fixed by WILP from time to time as per the University requirements.
- ii. You would be assigned to any of the locations and any project work as part of your WILP as may be decided by the Company.
- iii. The full day lecture sessions will be held at any of Wipro's other establishments/outourced venue. You may also be called upon to attend academic study as and when required on holidays, as may be scheduled in accordance with the convenience of the organizing team of the WILP.
- iv. The university will plan contact classes in multiple format to suit the project work situations and university guidelines such as contact classes in ILT (instructor Led training) and / or VILT (virtual Instructor Led Training and Self-Directed / Recorded lecture sessions).

## 16. General:

- i. This letter of enrolment is subject to the condition that you have not provided us with any false declaration or wilfully suppressed any material information. If you have, you will be liable for cancellation of enrolment from the WILP without any prior notice.
- ii. The terms of this letter of enrolment may be specifically enforced legally, if required. In this connection, if any of the provisions of this letter are declared or found to be void or unenforceable due to any reason whatsoever, the remaining provisions of this letter shall continue in full force and effect.
- iii. These enrolment terms supersede and replace any existing agreement or understanding, if any, between Wipro and you relating to the same subject matter.
- iv. You warrant that you are not prevented by a court or by any other administrative or judicial order from enrolling under this agreement. In the event that you are not a citizen of the country of posting, you should have a valid work permit to work in the country of posting.
- v. During the period of enrolment you are required to comply with all policies of WILP and Wipro. These policies are updated / modified on a periodic basis and new policies may be introduced and notified to the Scholar Trainees from time to time. You agree to comply with all policies as modified from time to time.

## 17. On Completion/Cancellation of Academic Program:

- i. On Completion of the academic program or cancellation of your enrolment , as the case may be, you will immediately surrender to Wipro/ the Academy all specifications, formulae, documents, literature, drawings or records, etc. belonging to Wipro/ the Academy or relating to its business and shall not make or retain any copies of these items.
- ii. You are not eligible to receive testimonial certificate if you do not successfully complete the academic study in accordance with this letter of enrolment and the study scheme formulated by the Academy.
- iii. Wipro reserves the right to offer employment at its sole discretion to a Scholar trainee on successful and satisfactory completion of the academic study.

## 18. Acceptance of Enrolment Letter:

Upon accepting the above terms and conditions, you are required to return the duplicate of this letter of enrolment, duly signed by you as a token of your acceptance on the day of joining WILP program.

Please confirm that the above terms are acceptable to you and that you accept the enrolment by signing a copy of this letter of enrolment and submit the same on the date of joining.

## 19. Work Allocation:

As part of your work responsibilities, you may be assigned to work on certain projects/accounts or other assignments as may be deemed fit by the Company in its sole discretion. Refusal to accept and deliver on such assignments shall be treated as a refusal to work and may result in termination of your employment or other disciplinary action.

Yours sincerely,

For **Wipro Limited**,



**Aparna Shailen**  
**General Manager - Human Resources**

I have read, understood and agree to accept the enrolment on the terms and conditions herein.

I shall be present for the induction session on

## **ANNEXURE I**

### **CONFIRMATION ON SHARING PERSONAL INFORMATION (AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT, 2000)**

I Radheshyam Thakur, confirm that I am voluntarily sharing my Personal Information with Wipro Limited ('Wipro') being a part of WILP of Wipro for the following purposes:

- a. validating my application form and retaining records on the same for any future reference/verification;
- b. processing my application form including background verification checks;
- c. academic study related actions including record keeping, processing scholarship advance and benefits and any action required in the context of my enrolment with Wipro, being a part of WILP.

In this context, I also agree to the retention of such Personal Information by Wipro for any future reference/verification and authorize Wipro to transfer the same to a third party.

I understand that 'Personal Information' means any information, relating to me that is available with Wipro and is capable of identifying me."

## **ANNEXURE II**

I hereby confirm that I shall submit the required academic certificate including but not limited to mark sheet and Provisional or Convocation Degree Certificate within 3 months from my date of joining. I understand that my enrolment is subject to my aggregate meeting the Wipro eligibility criteria and submission of the above mentioned documents.

I hereby declare that all the particulars mentioned above are true to the best of my knowledge. In the event of my failure to submit the above mentioned documents or in case of any discrepancy, I shall be liable for termination of my enrolment with Wipro.

## **ANNEXURE – III**

### **INITIAL INDUCTION PROGRAM**

The Talent Transformation team at Wipro groom's campus selects to help them face the challenges of the corporate world.

A holistic 360 degree approach to training is adopted and helps them hone their fundamental computer skills followed by insights into Wipro businesses, process, technology and behavioural skills.

To understand and appreciate the mindset of the young Trainees and ensure that the transformation is smooth, the induction program is done by a team of dedicated professionals who have exposure to the academic and corporate sectors alike. Project Readiness Program (PRP) is a training program designed to address the basic learning needs of the Trainees.

#### **Corporate Readiness Program - CRP**

The CRP program is focused on making young Trainees comfortable in a corporate environment. This program starts with a corporate induction.

"EMERGE" a behavioural skills building training program ensures that the fresh Trainee start feeling at ease in the "corporate world". This activity based behavioural intervention informs the new entrants about the corporate work culture and business etiquette.

#### **Technology Readiness Program - TRP**

The technology training provides critical technical skills required to work on projects allocated to Trainees and prepare to face the demands of the project world. We begin doing this by familiarizing with Wipro's businesses and work environment.

The methodology of training is "Project Based Learning" (PBL) approach, the entire learning is designed around a series of projects that the recruits are expected to complete individually by learning and applying various topics required to complete the project. Starting with individual projects, the PBL approach ends with recruits working on a team project.

## **ANNEXURE – IV**

I have read and understood the terms of my enrolment letter. I agree and acknowledge that I am a Student/Scholar trainee with Wipro's WILP. I further undertake that I shall not represent to any person within Wipro or any other third

party that I am an employee of Wipro Ltd and I fully understand that such false representation shall entail severe disciplinary action including immediate cancellation of my enrolment.

### **Travel, Accommodation, Food & Other Miscellaneous Expenses**

#### **Travel**

- i. You would be entitled for Rs. 1500 from the date of appointment as a lump sum amount that will be credited with your first month stipend. You may utilize this amount towards Travel and you would not need to submit bills towards usage of this amount.
- ii. There is no provision for reimbursement/allowance towards any expenses incurred in lieu of attending training or classes at different locations in the same city.

#### **Accommodation, Food & other Miscellaneous Expenses**

- i. You would be entitled for Rs.400 per day for 8 days (total amount of Rs.3,200) from the date of joining. You may utilize this amount towards accommodation, food & other miscellaneous expenses. This would be paid as a lump sum amount that will be credited with your first month stipend and you would not need to submit bills towards usage of this amount.
- ii. If your posting location (the location where you would be based out of after training) is different from the training location (location where you undergo initial training), you would be entitled for the following:  
  
Settlement and Miscellaneous Expenses: Rs.1200 per day for 7 days (total amount of Rs. 8,400) from the date of reporting to the posting location. You may utilize this amount towards boarding, lodging, conveyance & other miscellaneous expenses.
- iii. Any location change after reporting to posting location will be treated as relocation/transfer and will be covered under the Transfer policy for Team Rainbow. For details you can refer the policy at myWipro-> My Policies -> India->My Travel>Transfer Policy-Team Rainbow.
- iv. Campus joiners would not be eligible for accommodation at the Wipro guest houses.

**Please note in the event that the employee leaves the organization within 6 months from the date of joining, all payments processed under Joining & Relocation Entitlements shall be recovered from the employee at the time of exit.**

**Skill Preferences 1 :** [DAAI -Cloud & Digital Database](#)

**Location Preferences 1 :** [Bangalore](#)

**Skill Preferences 2 :** [CEP-SAP-ABAP](#)

**Location Preferences 2 :** [Mysore](#)

**Skill Preferences 3 :** [Python App](#)

**Location Preferences 3 :** [Chennai](#)

☒ Accept ☐ Decline

☒ **Signature** [Radheshyam Thakur 25/1/2023 10:00 PM](#)

(checking the checkbox above is equivalent to a handwritten signature)

Registered Office:

**Wipro  
Limited**

**T :**+91 (80) 2844 0011

Doddakannelli

**F :**+91 (80) 2844 0054

Sarjapur  
Road

**E :**info@wipro.com

Bengaluru  
560 035

**W :**wipro.com

India

**C :**L32102KA1945PLC020800

26168298





**Offer: Computer Consultancy**

**Ref: TCSL/DT20228278607/Bangalore**

**Date: 8/9/2022**

Dear BIKASH DAS

**Sub: Letter of Offer**

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade **Y**. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be **350000/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year. Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &



Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

## **COMPENSATION AND BENEFITS**

### **BASIC SALARY**

You will be eligible for a basic salary of `14,784/- per month.

### **BOUQUET OF BENEFITS (BoB)**

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

#### **1. House Rent Allowance (HRA)**

Your HRA will be `5,914/- per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

#### **2. Leave Travel Allowance**

You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

#### **3. Food Card**

You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias. As per the Pre-Defined structure you will be eligible for a Food Card with an amount of `500/- being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.



## **PERFORMANCE PAY**

### **Monthly Performance Pay**

You will receive a monthly performance pay of `1,700/-. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

### **Quarterly Variable Allowance**

Your variable allowance will be `600/- per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

## **CITY ALLOWANCE**

You will be eligible for a City Allowance of `200/- per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

## **XPLORE/ LEARNING INCENTIVES**

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

## **OTHER BENEFITS**

### **Health Insurance Scheme**

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:



## **1. Basic Cover**

i. Entitlement - Includes domiciliary expenses up to `6,000/- per insured person per annum and basic hospitalization expenses up to `2,00,000/- per insured person per annum.

ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

## **2. Higher Hospitalisation**

Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

i. Entitlement - You and your enrolled dependants will be entitled for `12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

## **Maternity Leave**

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother, may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

## **Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)**

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of `250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

## **Loans**

You will be eligible for loans, as per TCSL's loan policy.

## **Professional Memberships**

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.



## **RETIRALS**

### **Provident Fund**

You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

### **Gratuity**

You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

## **TERMS AND CONDITIONS**

### **1. Aggregate Percentage Requirements**

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

### **2. Pre requisites for Joining**

To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.





### **3. Training Period**

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

### **4. Working Hours**

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

### **5. Mobility**

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

### **6. Compensation Structure / Salary components**

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

### **7. Increments and Promotions**

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

### **8. Alternative Occupation / Employment**

Either during the period of your traineeship or during the period of your employment as a



confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

## **9. Confidentiality Agreement**

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

## **10. Service Agreement**

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL `50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

## **11. Work in SBWS mode**

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.

## **12. Overseas International Assignment Agreement**

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related



documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

### **13. Terms and Conditions**

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

### **14. TATA Code of Conduct**

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

### **15. Notice Period**

Upon your confirmation, this contract of employment is terminable by you by giving 90 days notice in writing to TCSL. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion.

Upon your confirmation, this contract of employment may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

It is understood, agreed and made abundantly clear herein that you shall have to necessarily work during the notice period given by TCSL under this clause, unless you are otherwise relieved by TCSL by giving you payment in lieu of notice.

Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by it at its own discretion having regard to the responsibilities shouldered by you while being in the employment of TCS.

### **16. Retirement**

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

### **17. Pre-employment Medical Certificate**

You are required to submit a Medical Certificate of Fitness (in the format prescribed by





TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

### 18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

### 19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining. If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

### 20. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)



- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :

\*There is no criminal offence registered/pending against you

\*There is no disciplinary case pending against you in the university

- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

\*PAN Card (Permanent Account Number)

\*Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)

\*Passport

\*NSR E-Card

## **21. TCS Xperience Program**

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

## **22. Letter of Appointment**

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

## **23. Rules and Regulations of the Company**

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from



time to time. The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

#### **24. Compliance to all clauses**

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

#### **25. Data Privacy Clause:**

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of overseas deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

**Withdrawal of Offer**

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

**For TATA Consultancy Services Limited**

**Girish V. Nandimath**  
**Global Head Talent Acquisition & AIP**



[Click here](#) or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary  
Annexure 2: List of TCS Xplore Centres  
Annexure 3: Confidentiality and IP Terms



## GROSS SALARY SHEET

Annexure 1

<b>Name</b>	<b>BIKASH DAS</b>
<b>Designation</b>	<b>Assistant System Engineer-Trainee</b>
<b>Institute Name</b>	<b>Others</b>

Table 1: Compensation Details (All Components in INR)

<b>Component Category</b>	<b>Monthly</b>	<b>Annual</b>
<b>1) Fixed Compensation</b>		
Basic Salary	14,784	1,77,408
Bouquet Of Benefits #	7,646	91,752
<b>2) Performance Pay**</b>		
Monthly Performance Pay	1,700	20,400
Quarterly Variable Allowance*	600	7,200
<b>3) City Allowance</b>	200	2,400
<b>4) Annual Components/Retirals</b>		
Health Insurance***	NA	7,900
Provident Fund	1,774	21,289
Gratuity	711	8,533
Total of Annual Components & Retirals	2,485	37,722
<b>TOTAL GROSS</b>	<b>27,415</b>	<b>350000</b>
<b>Xplore/ Learning Incentive****</b>		<b>Upto 60,000</b>

# Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

\* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

\*\*The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

\*\*\* For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

\*\*\*\* Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

<b>Component Category</b>	<b>Monthly</b>	<b>Annual</b>
House Rent Allowance	5,914	70,968
Leave Travel Assistance	1,232	14,784
Food Card	500	6,000
<b>GROSS BOUQUET OF BENEFITS</b>	<b>7,646</b>	<b>91,752</b>





## Annexure

<b>Ahmedabad</b> TCS XP HR Lead Tata Consultancy Services, Garima Park, IT/ITES SEZ, Plot # 41, Gandhinagar - 382007	<b>Bangalore</b> TCS XP HR Lead Tata Consultancy Services, Gate 1, No 42, Think campus, Electronic City phase II, Bangalore - 560100, Karnataka
<b>BUBANESHWAR</b> TCS XP HR Lead Tata Consultancy Services, Training Lab Venue: Barabati, IRC Block, Ground Floor, Tata Consultancy Services Limited, (UNIT-II) - BARBATI SEZ, IT/ITES - SPECIAL ECONOMIC ZONE (SEZ), PLOT NO. 35, CHANDAKA INDUSTRIAL ESTATE, PATIA, Bhubaneswar - 751024	<b>Chennai</b> TCS XP HR Lead Tata Consultancy Services, 415/21-24, Kumaran Nagar, Old Mahabalipuram Rd, TNHB, Sholinganallur, Chennai, Tamil Nadu 600119
<b>DELHI – Gurgaon</b> TCS XP HR Lead Tata Consultancy Services, Block C, Kings Canyon, ASF Insignia, Gurgaon - Faridabad Road, Gawal Pahari, Gurgaon - 122003, Haryana	<b>DELHI – Noida</b> TCS XP HR Lead Tata Consultancy Services, Plot No. A-44 & A-45, Ground, 1st to 5th Floor & 10th floor, Galaxy Business Park, Block - C & D, Sector - 62, Noida - 201 309, UP
<b>Guwahati</b> TCS XP HR Lead Tata Consultancy Services, 5th Floor, NEDFi House, G.S. Road, Dispur, Guwahati - 781006, Assam	<b>Hyderabad</b> TCS XP HR Lead Tata Consultancy Services, Q City, Nanakramguda, Hyderabad
<b>INDORE</b> TCS XP HR Lead Tata Consultancy Services, IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor, Village Tigariya Badshah & Bada Bangarde, Tehsil Hatod, Indore - 452018, Madhya Pradesh	<b>KOLKATA</b> TCS XP HR Lead Tata Consultancy Services Limited, Ecospace 1B building, 2nd Floor, Plot - IIF/12, New Town, Rajarhat, Kolkata - 700160, West Bengal OR Auditorium, 2nd Floor, Wanderers Building, Delta Park - Lords
<b>KOCHI</b> TCS XP HR Lead Tata Consultancy Services, TCS centre, Infopark Road Infopark Campus, Infopark, Kakkanad, Kerala 682042	<b>MUMBAI</b> TCS XP HR Lead Tata Consultancy Services, Yantra Park, Pokharan Road Number 2, TCS Approach Rd, Thane, West, Thane, Maharashtra 400606
<b>NAGPUR</b> TCS XP HR Lead Tata Consultancy Services Limited, Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,	<b>PUNE</b> TCS XP HR Lead Tata Consultancy Services, Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park, Hinjewadi Phase III, Pune - 411057, Maharashtra
<b>Trivandrum</b> TCS XP HR Lead Tata Consultancy Services, Peepul Park, Technopark Campus, Kariyavattom P.O, Trivandrum - 695581, India	



## Annexure

### Confidentiality and IP Terms and Conditions

#### 1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.



## **2. Associate's Obligations**

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

## **3. Intellectual Property Rights**

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filing or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.





#### **4. Prior knowledge**

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

#### **5. Use of third party material**

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

#### **6. Security policies and Guidelines.**

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

#### **7. Working in SBWS Framework:**

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.



(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

## **8. Restriction on Associate's Rights**

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

## **9. No License**

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.



## 10. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

## 11. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay or omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.



(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.

**BINITA SHARMA**

Dear **BINITA SHARMA**

On behalf of CAI Info India Private Ltd., I would like to reconfirm our verbal offer of employment as a "**Jr. Software Engineer**" for an annual CTC of Rs. 3,00,000.00 (Rupees three lakhs thirty thousand) beginning on your anticipated start date, Monday, February 05, 2024. This will be paid to you monthly at the end of each month in increments of Rs. 25,000.00 (gross monthly CTC).

Special Clauses:

- During the period of your employment, the Company may at any time assign or transfer you to any location in the world where the Company/its clients has its establishment. In such an event, you shall be entitled to allowances in accordance with the policies of the Company.
- If you do not have an existing account with ICICI Bank, you will be required to establish one within 2 weeks of your first pay.
- You shall be considered for the next financial review in 2025.

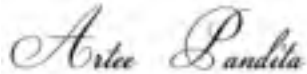
You are required to bring the following documents at the time of reporting for employment: -

- Last updated resume
- Latest passport size photograph
- A copy of Educational Certificates for all years of education and mark cards -
- Copy of passport
- Form 16

Please sign the bottom portion of this letter indicating your acceptance of this position and return the same immediately. You will be issued an appointment letter upon your acceptance of this offer letter.

Thank You and Welcome.

Yours Truly, Accepted By:



**Artee Pandita** \_\_\_\_\_  
**Director-Human Resources**

Divyasree Towers, Floor 5, Guruppanapalya  
Bannerghatta Main Road, Bangalore-560029  
[www.cai.io](http://www.cai.io) [inquire@cai.io](mailto:inquire@cai.io)

Detailed CTC Breakdown:

Description	Monthly	Yearly
Basic	INR 13,750.00	INR 1,65,000.00
HRA	INR 5,500.00	INR 66,000.00
Conveyance	INR 300.00	INR 3,600.00
Medical Allowance	INR 700.00	INR 8,400.00
Statutory Bonus	INR 2,500.00	INR 30,000.00
Provident Fund	INR 3,300.00	INR 39,600.00
Gratuity	INR 661.38	INR 7,936.50
Special Allowance	INR 788.63	INR 9,463.50
<b>Total</b>	<b>INR 25,000.00</b>	<b>INR 3,00,000.00</b>

Accepted By:

---

Divyasree Towers, Floor 5, Guruppanapalya  
Bannerghatta Main Road, Bangalore-560029  
[www.cai.io](http://www.cai.io) [inquire@cai.io](mailto:inquire@cai.io)

**CAI Info India Private Limited**

080 -45340400

**BINU BOBAN**

Dear **BINU BOBAN**

On behalf of CAI Info India Private Ltd., I would like to reconfirm our verbal offer of employment as a **"Jr. Software Engineer"** for an annual CTC of Rs. 3,00,000.00 (Rupees three lakhs thirty thousand) beginning on your anticipated start date, Monday, February 05, 2024. This will be paid to you monthly at the end of each month in increments of Rs. 25,000.00 (gross monthly CTC).

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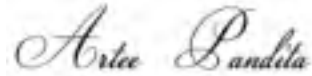
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Special Allowance	INR 788.63	INR 9,463.50
<b>Total</b>	<b>INR 25,000.00</b>	<b>INR 3,00,000.00</b>

Accepted By:

---

Divyasree Towers, Floor 5, Guruppanapalya  
Bannerghatta Main Road, Bangalore-560029  
[www.cai.io](http://www.cai.io) [inquire@cai.io](mailto:inquire@cai.io)

**CAI Info India Private Limited**

080 -45340400

Dear **ESSAM ABDUL RAZACK**

**Congratulations!!**

Thank you for your participation in the '**Campus Recruitment Program**'. We are happy of your selection and pleased to offer you an opportunity to join us for the position of **Associate** at Robert Bosch, Your place of work would be Bangalore and the same is subject to change based on the business requirements

Your annual Total Fixed Pay would amount to **INR 450000**. Your bonus reward opportunity will be 8% of your earned Total Fixed Pay. Annual Bonus Program awards are contingent on a variety of factors including individual and Company performance and will be determined by the Company in its sole discretion.

Your employment with Robert Bosch is contingent upon successful completion of the following conditions:

- A) The Company shall conduct background checks which may include your work history, education details, criminal history, and other information as required by company policy, client requirements and applicable laws as per normal process and procedures.
- B) You are required to complete your current academic course with an aggregate of 50% in the first attempt in the current academic year with no backlogs

Subject to satisfactory completion of the above conditions and at the sole discretion of the Company, you will be formally offered to join Robert Bosch Business Services India Pvt. Ltd.

Our formal Offer letter for Employment will be handed over to you on or prior to the date of joining. Kindly accept this offer, by signing in the space provided below and return it to us as token of your acceptance.

We once again like to congratulate you on your selection and welcome you to Robert Bosch Business Services India Pvt. Ltd. Family. We look forward to a long and mutually rewarding association.

Sincerely,

For Robert Bosch

Authorized Signatory

**Name:**

**Name of the College/Institute:**

**Date:**

**Signature:**

Dear **GAURAV V**

**Congratulations!!**

Thank you for your participation in the '**Campus Recruitment Program**'. We are happy of your selection and pleased to offer you an opportunity to join us for the position of **Associate** at Robert Bosch, Your place of work would be Bangalore and the same is subject to change based on the business requirements

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Sincerely,

For Robert Bosch

Authorized Signatory

**Name:**

**Name of the College/Institute:**

**Date:**

**Signature:**

Dear **GITANJALI B**

**Congratulations!!**

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Sincerely,

For Robert Bosch

Authorized Signatory

**Name:**

**Name of the College/Institute:**

**Date:**

**Signature:**

Dear **HARI GOKUL S**

**Congratulations!!**

Thank you for your participation in the '**Campus Recruitment Program**'. We are happy of your selection and pleased to offer you an opportunity to join us for the position of **Associate** at Robert Bosch, Your place of work would be Bangalore and the same is subject to change based on the business requirements

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Sincerely,

For Robert Bosch

Authorized Signatory

**Name:**

**Name of the College/Institute:**

**Date:**

**Signature:**

Dear **IMAN KHAN**

**Congratulations!!**

Thank you for your participation in the '**Campus Recruitment Program**'. We are happy of your selection and pleased to offer you an opportunity to join us for the position of **Associate** at Robert Bosch, Your place of work would be Bangalore and the same is subject to change based on the business requirements

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Sincerely,

For Robert Bosch

Authorized Signatory

**Name:**

**Name of the College/Institute:**

**Date:**

**Signature:**

Dear **INAMULLA KHAN**

**Congratulations!!**

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Sincerely,

For Robert Bosch

Authorized Signatory

**Name:**

**Name of the College/Institute:**

**Date:**

**Signature:**



Dear **JAYANTH T S**

**Congratulations!!**

Thank you for your participation in the '**Campus Recruitment Program**'. We are happy of your selection and pleased to offer you an opportunity to join us for the position of **Associate** at Robert Bosch, Your place of work would be Bangalore and the same is subject to change based on the business requirements

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Sincerely,

For Robert Bosch

Authorized Signatory

**Name:**

**Name of the College/Institute:**

**Date:**

**Signature:**

Dear **KALYAN KUMAR P**

**Congratulations!!**

Thank you for your participation in the '**Campus Recruitment Program**'. We are happy of your selection and pleased to offer you an opportunity to join us for the position of **Associate** at Robert Bosch, Your place of work would be Bangalore and the same is subject to change based on the business requirements

Your annual Total Fixed Pay would amount to **INR 450000**. Your bonus reward opportunity will be 8% of your earned Total Fixed Pay. Annual Bonus Program awards are contingent on a variety of factors including individual and Company performance and will be determined by the Company in its sole discretion.

Your employment with Robert Bosch is contingent upon successful completion of the following conditions:

- A) The Company shall conduct background checks which may include your work history, education details, criminal history, and other information as required by company policy, client requirements and applicable laws as per normal process and procedures.
- B) You are required to complete your current academic course with an aggregate of 50% in the first attempt in the current academic year with no backlogs

Subject to satisfactory completion of the above conditions and at the sole discretion of the Company, you will be formally offered to join Robert Bosch Business Services India Pvt. Ltd.

Our formal Offer letter for Employment will be handed over to you on or prior to the date of joining. Kindly accept this offer, by signing in the space provided below and return it to us as token of your acceptance.

We once again like to congratulate you on your selection and welcome you to Robert Bosch Business Services India Pvt. Ltd. Family. We look forward to a long and mutually rewarding association.

Sincerely,

For Robert Bosch

Authorized Signatory

**Name:**

**Name of the College/Institute:**

**Date:**

**Signature:**

Dear **KEERTHANA CHANDRA SHEKAR**

**Congratulations!!**

Thank you for your participation in the '**Campus Recruitment Program**'. We are happy of your selection and pleased to offer you an opportunity to join us for the position of **Associate** at Robert Bosch, Your place of work would be Bangalore and the same is subject to change based on the business requirements

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Sincerely,

For Robert Bosch

Authorized Signatory

**Name:**

**Name of the College/Institute:**

**Date:**

**Signature:**

Dear **KIRAN H M**

**Congratulations!!**

Thank you for your participation in the '**Campus Recruitment Program**'. We are happy of your selection and pleased to offer you an opportunity to join us for the position of **Associate** at Robert Bosch, Your place of work would be Bangalore and the same is subject to change based on the business requirements

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Sincerely,

For Robert Bosch

Authorized Signatory

**Name:**

**Name of the College/Institute:**

**Date:**

**Signature:**

Dear **LAVANYA U**

**Congratulations!!**

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Sincerely,

For Robert Bosch

Authorized Signatory

**Name:**

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Dear **MANOHAR M**

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Sincerely,

For Robert Bosch

Authorized Signatory

**Name:**

**Name of the College/Institute:**

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**Signature:**

Dear **MUIZ AHMED**

**Congratulations!!**

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Sincerely,

For Robert Bosch

Authorized Signatory

**Name:**

**Name of the College/Institute:**

**Date:**

**Signature:**

Dear **G NAMRATHA**

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Sincerely,

For Robert Bosch

Authorized Signatory

**Name:**

**Name of the College/Institute:**

**Date:**

**Signature:**



Dear **PADMA J**

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Sincerely,

For Robert Bosch

Authorized Signatory

**Name:**

**Name of the College/Institute:**

**Date:**

**Signature:**

Dear **PARAG DESHPANDE**

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Sincerely,

For Robert Bosch

Authorized Signatory

**Name:**

**Name of the College/Institute:**

**Date:**

**Signature:**

Dear **POOJA M**

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Sincerely,

For Robert Bosch

Authorized Signatory

**Name:**

**Name of the College/Institute:**

**Date:**

**Signature:**

Dear **POOJA JENNIFER E**

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Sincerely,

For Robert Bosch

Authorized Signatory

**Name:**

**Name of the College/Institute:**

**Date:**

**Signature:**

Dear **K SRIDHAR PATRA**

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Thank you for your participation in the '**Campus Recruitment Program**'. We are happy of your selection and pleased to offer you an opportunity to join us for the position of **Associate** at Robert Bosch, Your place of work would be Bangalore and the same is subject to change based on the business requirements

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Sincerely,

For Robert Bosch

Authorized Signatory

**Name:**

**Name of the College/Institute:**

**Date:**

**Signature:**

Offer Letter

NOW

**CAPAAR**

GET UP! GET HERE! WELL!

Dear-KIANZANDI ODYUO— Greetings

Date: 14/04/22

Congratulations! Based on the subsequent interviews that you'd with us, we are pleased to confirm that you have been selected to work for CAPAAR as a Psychologist to be based in Bangalore with an annual cost to company of Rs.2,40,000 (Two lakhs Fouty thousand only) as discussed and mutually agreed.

- You are required to submit the copies of the following at the time of joining along with the Originals for verification (Originals will be returned back to you immediately)

1. Latest Passport size photograph with light blue background (5 Nos)
2. Birth Certificate / School Leaving Certificate showing date of birth
3. Educational Qualification Certificates
4. Aadhaar Card & PAN Card
5. Bank Account proof, original cancelled cheque
6. Internship Certificates
7. COVID Vaccination Certificate

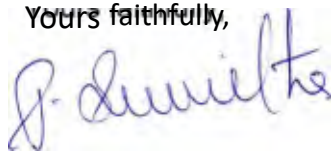
You shall join the services of the Company on/before Friday 1<sup>st</sup> July, 2022.

Please sign the enclosed copy of this letter, scan it and send it by email (hr@capaar.com and CC to capaar@yahoo.com) to indicate your acceptance of this offer latest by Friday 22<sup>nd</sup> April, 2022. Non-acceptance before the stipulated date shall make this offer redundant automatically.

A detailed appointment letter containing detailed salary structure and other benefits / allowances and the terms and conditions of appointment applicable to you will be issued to you upon your joining the company.

We wish you all the very best.

~~Yours faithfully,~~



(P. Sumitha Hemavathy) CAPAAR

— Founder & Director

Accepted By:

Signature\_\_\_\_\_Date:\_\_\_\_\_

156/3 - I, 2ND FLOOR, 17TH CROSS,  
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T +91 80 485 33466  
M: +91 99864 55919  
info@capaar.com E:



BANGALORE - 560076.

Offer Letter

Dear-LISA L— Greetings

Date: 14/04/22

Congratulations! Based on the subsequent interviews that you'd with us, we are pleased to confirm that you have been selected to work for CAPAAR as a Psychologist to be based in Bangalore with an annual cost to company of Rs.2,40,000 (Two lakhs Fouty thousand only) as discussed and mutually agreed.

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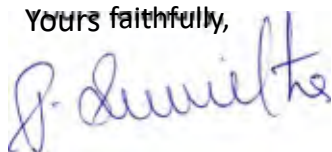
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~~Yours~~ faithfully,



(P. Sumitha Hemavathy) CAPAAR

— Founder & Director

Accepted By:

Signature\_\_\_\_\_Date:\_\_\_\_\_

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BANGALORE - 560076.

Offer Letter

NOW

**CAPAAR**

GET UP! GET HERE! WELL!

Dear-MATTUPALLI DIVYA— Greetings

Date: 14/04/22

Congratulations! Based on the subsequent interviews that you'd with us, we are pleased to confirm that you have been selected to work for CAPAAR as a Psychologist to be based in Bangalore with an annual cost to company of Rs.2,40,000 (Two lakhs Fouty thousand only) as discussed and mutually agreed.

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— Founder & Director

Accepted By:

Signature\_\_\_\_\_Date:\_\_\_\_\_

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BANGALORE - 560076.

Dear-Sushmitha Ashok— Greetings

Date: 14/04/22

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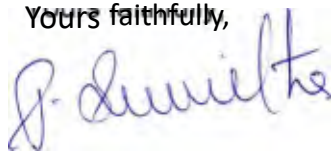
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Capgemini Technology Services India Limited  
(Formerly known as IGATE Global Solutions Limited)  
IT 1, IT 2, Airoli MIDC, Thane - Belapur Road,  
Navi Mumbai 400708, Maharashtra, India.  
Tel: +91 22 7144 4283 | Fax: +91 22 7141 2121  
[www.capgemini.com/in-en](http://www.capgemini.com/in-en)

**Superset ID: 1045067**

## **Letter of Intent ("LOI")**

Dear AAYUSH MANOJ TIRMALLE,

With reference to your interview conducted by us, we are pleased to inform that you have been shortlisted for the position of **Analyst** and **A3** with **Capgemini Technology Services India Limited** (hereinafter referred to as "Capgemini").

In this regard, we are proposing compensation package and benefits, the details of which are set forth in **Annexure 1** to this letter.

The final Employment Offer Letter shall be subject to your successful completion of all curricular requirements as laid down by the University/ Institute for award of the degree/ diploma and the minimum passing percentage/ grade/ rank/ class as determined by Capgemini.

The location of your initial reporting and training and the date of your joining would be communicated to you in due course of time post successful completion of your pre-joining trainings and final semester degree/ diploma examination.

The date of joining and the location of posting will be purely based on business requirements of Capgemini. Capgemini solely reserves the right to make any changes to the date of joining and the location of posting during the course of your training and employment with Capgemini.

Upon accepting this LOI, you will be provided access to the ADAPT (Accelerated Digital Aid for Pre-onboarding Talent) eLearning platform which allows you to learn and master the concepts and skills required to be industry ready. The learning will be a self-paced journey inclusive of assignments, assessments and webinars as deemed appropriate by Capgemini and the successful completion of the same is a prerequisite for joining Capgemini.

It is very essential that you effectively leverage this platform to complete the courses and clear the assignments and assessments. The progress made by you in this learning journey would not only help you in getting on-boarded on priority but also help you to be trained for advanced skills relevant to your career at Capgemini. We also encourage you to learn beyond the prescribed course curriculum and acquire industry recognized certifications to accelerate your career in this competitive industry.

Upon joining Capgemini,

1. You are expected to enter into an employment agreement with Capgemini which shall contain details including the scope, terms and conditions of your employment and the contractual obligation with Capgemini.
2. You will be on probation for a period of six months from your date of joining and subject to satisfactory performance your employment will be confirmed (vide written confirmation) at the end of six months.
3. During your probation you may be required to undergo classroom trainings for such duration as deemed necessary by Capgemini and your performance will be evaluated periodically during such training period

Capgemini reserves the right to decide the continuance of your further training and your employment depending on your performance in its opinion.

The terms of this Letter of Intent shall remain confidential and are not to be disclosed to any third party.

You may note that this letter should neither be construed as an offer of employment from Capgemini nor should it in any manner confirm our intent to make you an offer of employment. We may, at any time, at our discretion, revoke this Letter of Intent.

We would request you to go through the above terms, and let us know if they are acceptable to you, within seven days of the issuance of this letter.

We look forward to hearing from you. Should you have any query, please do not hesitate to contact [fresherhiring.in@capgemini.com](mailto:fresherhiring.in@capgemini.com), please ensure below format of email subject -

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Thanking you,

Yours Sincerely,

**For & On Behalf of Capgemini**

**Tejinder Sethi**

**Head - Fresher Hiring**

This is a system generated document and does not need a signature

---

## ANNEXURE 1

**AAYUSH MANOJ**

**TIRMALLE**

**Associate and A3**

You will be under probation for six (6) months from your date of joining Capgemini. During this period, your all-inclusive annual target compensation (on a cost to company basis) will be **INR 5,75,000/- (Rupees Five Lakh Seventy-Five Thousand only)**. **Subsequent to your successful completion of training and probation, your all-inclusive annual target compensation (on a cost to company basis) will continue at INR 5,75,000/- (Rupees Five Lakh Seventy-Five Thousand only)**. On completion of 1 year of service from your date of joining, you will receive a fixed incentive of **INR 25,000 (Rupees Twenty-Five thousand only)**

Based on your Date of Joining, your compensation shall be paid monthly. The Company shall deduct tax at source at the time of making payment

**For & On Behalf of Capgemini**

**Tejinder Sethi**

**Head - Fresher Hiring**





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[www.capgemini.com/in-en](http://www.capgemini.com/in-en)

**Superset ID: 1045067**

## **Letter of Intent ("LOI")**

Dear ABDUR RAHMAN,

With reference to your interview conducted by us, we are pleased to inform that you have been shortlisted for the position of **Analyst** and **A3** with **Capgemini Technology Services India Limited** (hereinafter referred to as "Capgemini").

In this regard, we are proposing compensation package and benefits, the details of which are set forth in **Annexure 1** to this letter.

The final Employment Offer Letter shall be subject to your successful completion of all curricular requirements as laid down by the University/ Institute for award of the degree/ diploma and the minimum passing percentage/ grade/ rank/ class as determined by Capgemini.

The location of your initial reporting and training and the date of your joining would be communicated to you in due course of time post successful completion of your pre-joining trainings and final semester degree/ diploma examination.

The date of joining and the location of posting will be purely based on business requirements of Capgemini. Capgemini solely reserves the right to make any changes to the date of joining and the location of posting during the course of your training and employment with Capgemini.

Upon accepting this LOI, you will be provided access to the ADAPT (Accelerated Digital Aid for Pre-onboarding Talent) eLearning platform which allows you to learn and master the concepts and skills required to be industry ready. The learning will be a self-paced journey inclusive of assignments, assessments and webinars as deemed appropriate by Capgemini and the successful completion of the same is a prerequisite for joining Capgemini.

It is very essential that you effectively leverage this platform to complete the courses and clear the assignments and assessments. The progress made by you in this learning journey would not only help you in getting on-boarded on priority but also help you to be trained for advanced skills relevant to your career at Capgemini. We also encourage you to learn beyond the prescribed course curriculum and acquire industry recognized certifications to accelerate your career in this competitive industry.

Upon joining Capgemini,

1. You are expected to enter into an employment agreement with Capgemini which shall contain details including the scope, terms and conditions of your employment and the contractual obligation with Capgemini.
2. You will be on probation for a period of six months from your date of joining and subject to satisfactory performance your employment will be confirmed (vide written confirmation) at the end of six months.
3. During your probation you may be required to undergo classroom trainings for such duration as deemed necessary by Capgemini and your performance will be evaluated periodically during such training period

Capgemini reserves the right to decide the continuance of your further training and your employment depending on your performance in its opinion.

The terms of this Letter of Intent shall remain confidential and are not to be disclosed to any third party.

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Thanking you,

Yours Sincerely,

**For & On Behalf of Capgemini**

**Tejinder Sethi**

**Head - Fresher Hiring**

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## ANNEXURE 1

**ABDUR RAHMAN**

**Associate and A3**

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**For & On Behalf of Capgemini**

**Tejinder Sethi**

**Head - Fresher Hiring**



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**Superset ID: 1045067**

## **Letter of Intent ("LOI")**

Dear ADARSH KUMAR,

With reference to your interview conducted by us, we are pleased to inform that you have been shortlisted for the position of **Analyst** and **A3** with **Capgemini Technology Services India Limited** (hereinafter referred to as "Capgemini").

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Thanking you,

Yours Sincerely,

**For & On Behalf of Capgemini**

**Tejinder Sethi**

**Head - Fresher Hiring**

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## ANNEXURE 1

**ADARSH KUMAR**

**Associate and A3**

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**Superset ID: 1045067**

## **Letter of Intent ("LOI")**

Dear ALI ABBAS THAKKAR,

With reference to your interview conducted by us, we are pleased to inform that you have been shortlisted for the position of **Analyst** and **A3** with **Capgemini Technology Services India Limited** (hereinafter referred to as "Capgemini").

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Thanking you,

Yours Sincerely,

**For & On Behalf of Capgemini**

**Tejinder Sethi**

**Head - Fresher Hiring**

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## ANNEXURE 1

**ALI ABBAS THAKKAR**

**Associate and A3**

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**For & On Behalf of Capgemini**

**Tejinder Sethi**

**Head - Fresher Hiring**



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**Superset ID: 1045067**

## **Letter of Intent ("LOI")**

Dear AMAN G NAIR,

With reference to your interview conducted by us, we are pleased to inform that you have been shortlisted for the position of **Analyst** and **A3** with **Capgemini Technology Services India Limited** (hereinafter referred to as "Capgemini").

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Thanking you,

Yours Sincerely,

**For & On Behalf of Capgemini**

**Tejinder Sethi**

**Head - Fresher Hiring**

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## ANNEXURE 1

**AMAN G NAIR**

**Associate and A3**

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**Tejinder Sethi**

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**Superset ID: 1045067**

## **Letter of Intent ("LOI")**

Dear AMARTYA DEY,

With reference to your interview conducted by us, we are pleased to inform that you have been shortlisted for the position of **Analyst** and **A3** with **Capgemini Technology Services India Limited** (hereinafter referred to as "Capgemini").

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Thanking you,

Yours Sincerely,

**For & On Behalf of Capgemini**

**Tejinder Sethi**

**Head - Fresher Hiring**

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## ANNEXURE 1

**AMARTYA DEY**

**Associate and A3**

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**Superset ID: 1045067**

## **Letter of Intent ("LOI")**

Dear ANANYA PANDA,

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Thanking you,

Yours Sincerely,

**For & On Behalf of Capgemini**

**Tejinder Sethi**

**Head - Fresher Hiring**

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## ANNEXURE 1

**ANANYA PANDA**

**Associate and A3**

You will be under probation for six (6) months from your date of joining Capgemini. During this period, your all-inclusive annual target compensation (on a cost to company basis) will be **INR 5,75,000/- (Rupees Five Lakh Seventy-Five Thousand only)**. **Subsequent to your successful completion of training and probation, your all-inclusive annual target compensation (on a cost to company basis) will continue at INR 5,75,000/- (Rupees Five Lakh Seventy-Five Thousand only)**. On completion of 1 year of service from your date of joining, you will receive a fixed incentive of **INR 25,000 (Rupees Twenty-Five thousand only)**

Based on your Date of Joining, your compensation shall be paid monthly. The Company shall deduct tax at source at the time of making payment

**For & On Behalf of Capgemini**

**Tejinder Sethi**

**Head - Fresher Hiring**



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**Superset ID: 1045067**

**Letter of Intent ("LOI")**

Dear ANUP IVAN,

With reference to your interview conducted by us, we are pleased to inform that you have been shortlisted for the position of **Analyst** and **A3** with **Capgemini Technology Services India Limited** (hereinafter referred to as "Capgemini").

In this regard, we are proposing compensation package and benefits, the details of which are set forth in **Annexure 1** to this letter.

The final Employment Offer Letter shall be subject to your successful completion of all curricular requirements as laid down by the University/ Institute for award of the degree/ diploma and the minimum passing percentage/ grade/ rank/ class as determined by Capgemini.

The location of your initial reporting and training and the date of your joining would be communicated to you in due course of time post successful completion of your pre-joining trainings and final semester degree/ diploma examination.

The date of joining and the location of posting will be purely based on business requirements of Capgemini. Capgemini solely reserves the right to make any changes to the date of joining and the location of posting during the course of your training and employment with Capgemini.

Upon accepting this LOI, you will be provided access to the ADAPT (Accelerated Digital Aid for Pre-onboarding Talent) eLearning platform which allows you to learn and master the concepts and skills required to be industry ready. The learning will be a self-paced journey inclusive of assignments, assessments and webinars as deemed appropriate by Capgemini and the successful completion of the same is a prerequisite for joining Capgemini.

It is very essential that you effectively leverage this platform to complete the courses and clear the assignments and assessments. The progress made by you in this learning journey would not only help you in getting on-boarded on priority but also help you to be trained for advanced skills relevant to your career at Capgemini. We also encourage you to learn beyond the prescribed course curriculum and acquire industry recognized certifications to accelerate your career in this competitive industry.

Upon joining Capgemini,

1. You are expected to enter into an employment agreement with Capgemini which shall contain details including the scope, terms and conditions of your employment and the contractual obligation with Capgemini.
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3. During your probation you may be required to undergo classroom trainings for such duration as deemed necessary by Capgemini and your performance will be evaluated periodically during such training period

Capgemini reserves the right to decide the continuance of your further training and your employment depending on your performance in its opinion.

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Thanking you,

Yours Sincerely,

**For & On Behalf of Capgemini**

**Tejinder Sethi**

**Head - Fresher Hiring**

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## ANNEXURE 1

**ANUP IVAN**

**Associate and A3**

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**For & On Behalf of Capgemini**

**Tejinder Sethi**

**Head - Fresher Hiring**



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**Superset ID: 1045064**

## **Letter of Intent ("LOI")**

Dear NIKHITHA G,

With reference to your interview conducted by us, we are pleased to inform that you have been shortlisted for the position of **Analyst** and **A3** with **Capgemini Technology Services India Limited** (hereinafter referred to as "Capgemini").

In this regard, we are proposing compensation package and benefits, the details of which are set forth in **Annexure 1** to this letter.

The final Employment Offer Letter shall be subject to your successful completion of all curricular requirements as laid down by the University/ Institute for award of the degree/ diploma and the minimum passing percentage/ grade/ rank/ class as determined by Capgemini.

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It is very essential that you effectively leverage this platform to complete the courses and clear the assignments and assessments. The progress made by you in this learning journey would not only help you in getting on-boarded on priority but also help you to be trained for advanced skills relevant to your career at Capgemini. We also encourage you to learn beyond the prescribed course curriculum and acquire industry recognized certifications to accelerate your career in this competitive industry.

Upon joining Capgemini,

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Capgemini reserves the right to decide the continuance of your further training and your employment depending on your performance in its opinion.

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Thanking you,

Yours Sincerely,

**For & On Behalf of Capgemini**

**Tejinder Sethi**

**Head - Fresher Hiring**

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## ANNEXURE 1

**NIKHITHA G**

**Associate and A3**

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**For & On Behalf of Capgemini**

**Tejinder Sethi**

**Head - Fresher Hiring**





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**Superset ID: 1045065**

## **Letter of Intent ("LOI")**

Dear RAKESH KUMAR BISHNOI,

With reference to your interview conducted by us, we are pleased to inform that you have been shortlisted for the position of **Analyst** and **A3** with **Capgemini Technology Services India Limited** (hereinafter referred to as "Capgemini").

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Thanking you,

Yours Sincerely,

**For & On Behalf of Capgemini**

**Tejinder Sethi**

**Head - Fresher Hiring**

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## ANNEXURE 1

**RAKESH KUMAR**

**BISHNOI**

**Associate and A3**

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**For & On Behalf of Capgemini**

**Tejinder Sethi**

**Head - Fresher Hiring**



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**Superset ID: 1045065**

## **Letter of Intent ("LOI")**

Dear RATHI J,

With reference to your interview conducted by us, we are pleased to inform that you have been shortlisted for the position of **Analyst** and **A3** with **Capgemini Technology Services India Limited** (hereinafter referred to as "Capgemini").

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Thanking you,

Yours Sincerely,

**For & On Behalf of Capgemini**

**Tejinder Sethi**

**Head - Fresher Hiring**

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## ANNEXURE 1

**RATHI J**

**Associate and A3**

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**For & On Behalf of Capgemini**

**Tejinder Sethi**  
**Head - Fresher Hiring**



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**Superset ID: 1045067**

## **Letter of Intent ("LOI")**

Dear RAVINUTHALA RABI SOFIA,

With reference to your interview conducted by us, we are pleased to inform that you have been shortlisted for the position of **Analyst** and **A3** with **Capgemini Technology Services India Limited** (hereinafter referred to as "Capgemini").

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Thanking you,

Yours Sincerely,

**For & On Behalf of Capgemini**

**Tejinder Sethi**

**Head - Fresher Hiring**

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## ANNEXURE 1

**RAVINUTHALA RABI**

**SOFIA**

**Associate and A3**

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**For & On Behalf of Capgemini**

**Tejinder Sethi**

**Head - Fresher Hiring**



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**Superset ID: 1045067**

## **Letter of Intent ("LOI")**

Dear VINAYAK R,

With reference to your interview conducted by us, we are pleased to inform that you have been shortlisted for the position of **Analyst** and **A3** with **Capgemini Technology Services India Limited** (hereinafter referred to as "Capgemini").

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The terms of this Letter of Intent shall remain confidential and are not to be disclosed to any third party.

You may note that this letter should neither be construed as an offer of employment from Capgemini nor should it in any manner confirm our intent to make you an offer of employment. We may, at any time, at our discretion, revoke this Letter of Intent.

We would request you to go through the above terms, and let us know if they are acceptable to you, within seven days of the issuance of this letter.

We look forward to hearing from you. Should you have any query, please do not hesitate to contact [fresherhiring.in@capgemini.com](mailto:fresherhiring.in@capgemini.com), please ensure below format of email subject -

- For queries on Letter of Intent (LOI), write to use with e-mail subject as: **Query on LOI - Superset ID 1045061**
- For queries about on-boarding process, please note the on-boarding communication will be sent once your document validation and verification process is completed. For further queries, write to use with e-mail subject as: **Query on On-Boarding - Superset ID 1045061**
- In case of any other query, write to use with e-mail subject as: **Other Queries- Superset ID 1045061**

Thanking you,

Yours Sincerely,

**For & On Behalf of Capgemini**

**Tejinder Sethi**

**Head - Fresher Hiring**

This is a system generated document and does not need a signature

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## ANNEXURE 1

**VINAYAK R**

**Associate and A3**

You will be under probation for six (6) months from your date of joining Capgemini. During this period, your all-inclusive annual target compensation (on a cost to company basis) will be **INR 5,75,000/- (Rupees Five Lakh Seventy-Five Thousand only)**. **Subsequent to your successful completion of training and probation, your all-inclusive annual target compensation (on a cost to company basis) will continue at INR 5,75,000/- (Rupees Five Lakh Seventy-Five Thousand only)**. On completion of 1 year of service from your date of joining, you will receive a fixed incentive of **INR 25,000 (Rupees Twenty-Five thousand only)**

Based on your Date of Joining, your compensation shall be paid monthly. The Company shall deduct tax at source at the time of making payment

**For & On Behalf of Capgemini**

**Tejinder Sethi**

**Head - Fresher Hiring**



Dear Deepthi A P,

On behalf of Cerner Healthcare Solutions India Private Limited ("Cerner"), I am pleased to offer you the position of Configuration Analyst at Bangalore, India - North Gate in Bangalore. We believe your skills, aptitude, and interests are consistent with the outstanding opportunities for growth in this group.

Your position at Cerner is subject to a minimum probationary period of six (6) months. Your continued employment may be confirmed at the end of the probationary period if your performance is satisfactory. Your probationary period will count towards your continuous employment.

#### COMPENSATION

We are offering an Annual Guaranteed Cash of Rs. 600000.

Cerner will deduct taxes at source as required by law. You will be responsible for your tax liabilities under applicable tax laws and regulations. Your CTC opportunity is Rs. 600000 per annum. You will enjoy benefits and perquisites as detailed in the attachment. Cerner reserves the right to vary, amend and modify any item of the salary package without adversely affecting the total compensation. Compensation is regarded as confidential information and should not be disclosed to other employees. Your position at Cerner is a professional position that requires a significant level of responsibility, discretion and independent judgment. In view of your position and office, you must effectively, diligently and to the best of your ability perform all responsibilities and ensure good results.

#### ASSOCIATE BENEFITS

Cerner offers a comprehensive program of benefits to address your physical, financial and emotional health. At Cerner, we believe the foundation for a successful career starts with a variety of options that meet your needs while supporting a healthy lifestyle.

A standard component of our benefits package is Personal Time Off. You will be entitled to 27 days of Personal Time Off each year to be used for vacation, illnesses and other personal reasons and 10 standard business holidays. Please access the [benefits brochure](#) for additional details.

#### EMPLOYMENT AGREEMENT

Cerner will spend a significant amount of time and money in training you as Cerner has established significant momentum in the development of client relationships, professional staff, systems development methodology, and proprietary software solutions. We regard these areas as the most important assets owned by Cerner. It is our intent to guard these assets closely. Therefore, every associate of Cerner is required to execute an Employment Agreement. This Agreement includes the terms of your employment relationship with Cerner, including without limitation, a covenant not to disclose confidential client and internal information, a covenant not to compete against Cerner during the term of the Agreement, a covenant not to solicit our associates, and establishes that, during the term of your employment, the benefits of your endeavors accrue to Cerner. A sample copy of this Employment Agreement has been made available for your review.

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Sincerely,

A handwritten signature in black ink, reading "Mohit Sadarangani". The signature is fluid and cursive, with the first name "Mohit" and last name "Sadarangani" clearly distinguishable.

Mohit Sadarangani  
Senior Recruiter

#### ACCEPTANCE

By signing this Invitation of Employment and reviewing the sample Employment Agreement and benefits brochure, you agree to and accept the terms and conditions of employment with Cerner. Please electronically acknowledge, print, sign and return all pages of this Invitation of Employment in person or by uploading a scanned copy to your Cerner Careers account. You will receive an official copy of the Employment Agreement with your new hire paperwork, which must be signed on or before your first day with Cerner.

Signature: \_\_\_\_\_  
Deepthi A P

Today's Date: \_\_\_\_\_



Dear Derren Dsouza,

On behalf of Cerner Healthcare Solutions India Private Limited ("Cerner"), I am pleased to offer you the position of Configuration Analyst at Bangalore, India - North Gate in Bangalore. We believe your skills, aptitude, and interests are consistent with the outstanding opportunities for growth in this group.

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Mohit Sadarangani  
Senior Recruiter

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Signature: \_\_\_\_\_  
Derren Dsouza

Today's Date: \_\_\_\_\_





Dear Eshwar Esarapu,

On behalf of Cerner Healthcare Solutions India Private Limited ("Cerner"), I am pleased to offer you the position of Configuration Analyst at Bangalore, India - North Gate in Bangalore. We believe your skills, aptitude, and interests are consistent with the outstanding opportunities for growth in this group.

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Sincerely,

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Mohit Sadarangani  
Senior Recruiter

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Signature: \_\_\_\_\_  
Eshwar Esarapu

Today's Date: \_\_\_\_\_



Dear Harshita Kumbar,

On behalf of Cerner Healthcare Solutions India Private Limited ("Cerner"), I am pleased to offer you the position of Configuration Analyst at Bangalore, India - North Gate in Bangalore. We believe your skills, aptitude, and interests are consistent with the outstanding opportunities for growth in this group.

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Sincerely,

A handwritten signature in black ink, reading "Mohit Sadarangani". The signature is fluid and cursive, with the first name "Mohit" and last name "Sadarangani" clearly visible.

Mohit Sadarangani  
Senior Recruiter

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Signature: \_\_\_\_\_  
Harshita Kumbar

Today's Date: \_\_\_\_\_



Dear Hemanth B,

On behalf of Cerner Healthcare Solutions India Private Limited ("Cerner"), I am pleased to offer you the position of Configuration Analyst at Bangalore, India - North Gate in Bangalore. We believe your skills, aptitude, and interests are consistent with the outstanding opportunities for growth in this group.

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Sincerely,

A handwritten signature in black ink, reading "Mohit Sadarangani". The signature is fluid and cursive, with the first name "Mohit" and last name "Sadarangani" clearly distinguishable.

Mohit Sadarangani  
Senior Recruiter

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Signature: \_\_\_\_\_  
Hemanth B

Today's Date: \_\_\_\_\_



Dear Jahnavi T,

On behalf of Cerner Healthcare Solutions India Private Limited ("Cerner"), I am pleased to offer you the position of Configuration Analyst at Bangalore, India - North Gate in Bangalore. We believe your skills, aptitude, and interests are consistent with the outstanding opportunities for growth in this group.

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Mohit Sadarangani  
Senior Recruiter

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Signature: \_\_\_\_\_  
Jahnavi T

Today's Date: \_\_\_\_\_





Dear Kurapati Kumar,

On behalf of Cerner Healthcare Solutions India Private Limited ("Cerner"), I am pleased to offer you the position of Configuration Analyst at Bangalore, India - North Gate in Bangalore. We believe your skills, aptitude, and interests are consistent with the outstanding opportunities for growth in this group.

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Sincerely,

A handwritten signature in black ink, reading "Mohit Sadarangani". The signature is fluid and cursive, with the first name "Mohit" and last name "Sadarangani" clearly visible.

Mohit Sadarangani  
Senior Recruiter

#### ACCEPTANCE

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Signature: \_\_\_\_\_  
Kurapati Kumar

Today's Date: \_\_\_\_\_



Dear Nannuri Sai,

On behalf of Cerner Healthcare Solutions India Private Limited ("Cerner"), I am pleased to offer you the position of Configuration Analyst at Bangalore, India - North Gate in Bangalore. We believe your skills, aptitude, and interests are consistent with the outstanding opportunities for growth in this group.

Your position at Cerner is subject to a minimum probationary period of six (6) months. Your continued employment may be confirmed at the end of the probationary period if your performance is satisfactory. Your probationary period will count towards your continuous employment.

#### COMPENSATION

We are offering an Annual Guaranteed Cash of Rs. 600000.

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Signature: \_\_\_\_\_  
Nannuri Sai

Today's Date: \_\_\_\_\_



Dear Sagar Jakli,

On behalf of Cerner Healthcare Solutions India Private Limited ("Cerner"), I am pleased to offer you the position of Configuration Analyst at Bangalore, India - North Gate in Bangalore. We believe your skills, aptitude, and interests are consistent with the outstanding opportunities for growth in this group.

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Mohit Sadarangani  
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Signature: \_\_\_\_\_  
Sagar Jakli

Today's Date: \_\_\_\_\_



Dear Sajal Sharma,

On behalf of Cerner Healthcare Solutions India Private Limited ("Cerner"), I am pleased to offer you the position of Configuration Analyst at Bangalore, India - North Gate in Bangalore. We believe your skills, aptitude, and interests are consistent with the outstanding opportunities for growth in this group.

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Mohit Sadarangani  
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Signature: \_\_\_\_\_  
Sajal Sharma

Today's Date: \_\_\_\_\_





Dear Sanchitha S,

On behalf of Cerner Healthcare Solutions India Private Limited ("Cerner"), I am pleased to offer you the position of Configuration Analyst at Bangalore, India - North Gate in Bangalore. We believe your skills, aptitude, and interests are consistent with the outstanding opportunities for growth in this group.

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Mohit Sadarangani  
Senior Recruiter

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Signature: \_\_\_\_\_  
Sanchitha S

Today's Date: \_\_\_\_\_



Dear Sumanth B B,

On behalf of Cerner Healthcare Solutions India Private Limited ("Cerner"), I am pleased to offer you the position of Configuration Analyst at Bangalore, India - North Gate in Bangalore. We believe your skills, aptitude, and interests are consistent with the outstanding opportunities for growth in this group.

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Mohit Sadarangani  
Senior Recruiter

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Signature: \_\_\_\_\_  
Sumanth B B

Today's Date: \_\_\_\_\_



Dear Tanushree N,

On behalf of Cerner Healthcare Solutions India Private Limited ("Cerner"), I am pleased to offer you the position of Configuration Analyst at Bangalore, India - North Gate in Bangalore. We believe your skills, aptitude, and interests are consistent with the outstanding opportunities for growth in this group.

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Mohit Sadarangani  
Senior Recruiter

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Signature: \_\_\_\_\_  
Tanushree N

Today's Date: \_\_\_\_\_



Dear Vadla Shiridi Sai,

On behalf of Cerner Healthcare Solutions India Private Limited ("Cerner"), I am pleased to offer you the position of Configuration Analyst at Bangalore, India - North Gate in Bangalore. We believe your skills, aptitude, and interests are consistent with the outstanding opportunities for growth in this group.

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Mohit Sadarangani  
Senior Recruiter

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Signature: \_\_\_\_\_  
Vadla Shiridi Sai

Today's Date: \_\_\_\_\_





Dear VINAYAKA SHREYAS A,

On behalf of Cerner Healthcare Solutions India Private Limited ("Cerner"), I am pleased to offer you the position of Configuration Analyst at Bangalore, India - North Gate in Bangalore. We believe your skills, aptitude, and interests are consistent with the outstanding opportunities for growth in this group.

Your position at Cerner is subject to a minimum probationary period of six (6) months. Your continued employment may be confirmed at the end of the probationary period if your performance is satisfactory. Your probationary period will count towards your continuous employment.

#### COMPENSATION

We are offering an Annual Guaranteed Cash of Rs. 600000.

Cerner will deduct taxes at source as required by law. You will be responsible for your tax liabilities under applicable tax laws and regulations. Your CTC opportunity is Rs. 600000 per annum. You will enjoy benefits and perquisites as detailed in the attachment. Cerner reserves the right to vary, amend and modify any item of the salary package without adversely affecting the total compensation. Compensation is regarded as confidential information and should not be disclosed to other employees. Your position at Cerner is a professional position that requires a significant level of responsibility, discretion and independent judgment. In view of your position and office, you must effectively, diligently and to the best of your ability perform all responsibilities and ensure good results.

#### ASSOCIATE BENEFITS

Cerner offers a comprehensive program of benefits to address your physical, financial and emotional health. At Cerner, we believe the foundation for a successful career starts with a variety of options that meet your needs while supporting a healthy lifestyle.

A standard component of our benefits package is Personal Time Off. You will be entitled to 27 days of Personal Time Off each year to be used for vacation, illnesses and other personal reasons and 10 standard business holidays. Please access the [benefits brochure](#) for additional details.

#### EMPLOYMENT AGREEMENT

Cerner will spend a significant amount of time and money in training you as Cerner has established significant momentum in the development of client relationships, professional staff, systems development methodology, and proprietary software solutions. We regard these areas as the most important assets owned by Cerner. It is our intent to guard these assets closely. Therefore, every associate of Cerner is required to execute an Employment Agreement. This Agreement includes the terms of your employment relationship with Cerner, including without limitation, a covenant not to disclose confidential client and internal information, a covenant not to compete against Cerner during the term of the Agreement, a covenant not to solicit our associates, and establishes that, during the term of your employment, the benefits of your endeavors accrue to Cerner. A sample copy of this Employment Agreement has been made available for your review.

#### OFFER OF EMPLOYMENT

The purpose of this Invitation of Employment is to put in writing the specifics of our offer of employment to commence work with Cerner by May 17, 2021. This Invitation of Employment is contingent upon receipt of a satisfactory outcome of a background check and proceeds on the basis that information you provided is accurate.

Please acknowledge and electronically accept this Invitation of Employment by May 12, 2021, after which date, this offer will expire. If you need more time to consider your options, simply let us know,

Cerner Healthcare Solutions India Private Limited | Registered Office: Ground Floor, Wing B, Block H2, Mountain Ash  
Manyata Embassy Business Park, Nagawara, Bangalore 560 045, Karnataka, India

Phone: +91 80 4501 1001 | Fax: +91 80 4501 1002 | CIN: U72200KA2014FTC130004 | Email: [Cerner-india@cerner.com](mailto:Cerner-india@cerner.com) | [www.cerner.com](http://www.cerner.com)

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and we can decide upon a mutually acceptable date within which you could confirm your acceptance of this Invitation of Employment. Please note that you will be required to submit an original, signed hard copy of this Invitation of Employment to the HR Service Center on the date of joining. We look forward to hearing from you.

Sincerely,

A handwritten signature in black ink, reading "Mohit Sadarangani". The signature is fluid and cursive, with the first name "Mohit" and last name "Sadarangani" clearly distinguishable.

Mohit Sadarangani  
Senior Recruiter

#### ACCEPTANCE

By signing this Invitation of Employment and reviewing the sample Employment Agreement and benefits brochure, you agree to and accept the terms and conditions of employment with Cerner. Please electronically acknowledge, print, sign and return all pages of this Invitation of Employment in person or by uploading a scanned copy to your Cerner Careers account. You will receive an official copy of the Employment Agreement with your new hire paperwork, which must be signed on or before your first day with Cerner.

Signature: \_\_\_\_\_  
VINAYAKA SHREYAS A  
Today's Date: \_\_\_\_\_



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Signature: \_\_\_\_\_  
Vinod M

Today's Date: \_\_\_\_\_



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Signature: \_\_\_\_\_  
VINUTH REDDY N

Today's Date: \_\_\_\_\_



**CGI Information Systems and Management Consultants Pvt. Ltd.**

Regd. Office: e.city, Tower 2, No.95/1 & 95/2,  
Electronic City, Phase I (West)  
Bangalore – 560 100. India  
Tel +91-80-6642 2222 | Fax +91-80-6642 1200

**cgi.com**

CIN: U72200KA1990PTC019138

Dear Kiran,

I am delighted to offer you a role at CGI Information Systems and Management Consultants Private Limited (“**CGI**” or “**Company**”) where we strive to create an environment in which we enjoy working together and, as owners, contribute to building a company we can be proud of. We are very excited about the prospect of having you join us, and look forward to welcoming you.

As part of the leading information technology companies in the world, there are many opportunities for growth and development, both individually and as part of a large professional community. I hope you will choose to be part of our CGI Global Community, a team of extraordinary people building a company that reflects their aspirations and is supported by our shared vision and values.

We are offering you the position of **Associate Software Engineer** and your **Total Target Earnings** is **INR 350,000** - in accordance with the terms and conditions contained below.

This offer is contingent on your:

- successful completion of your graduation with a minimum of [60%] of marks and no backlog in any semester;
- successful completion of pre/post-employment training designated by the Company. Details of the training, duration, and conditions of training will be communicated to you by the Company upon your acceptance of this offer. You are required to maintain the minimum attendance threshold throughout the training and achieve the grade pre-defined by the Company for the successful completion of the training.

Should you fail to achieve the above pre-requisite, the Company shall be entitled to revoke this offer at its discretion or terminate your employment forthwith without notice or pay in lieu thereof.

You are requested to report at Bengaluru our office on 24 July 2024 . Your appointment will be effective on your joining date. If you do not confirm your acceptance within the timeframe mentioned below, this offer will be considered withdrawn unless extended in writing by the Company.

- You are required to communicate your acceptance of this offer via email to your assigned Recruiter’s CGI email id on or before 23 July 2024. You will also be required to read, understand and execute the CGI Candidate Declaration that will be issued to you on your joining date.
- Your reporting time on the joining date is 8:30 a.m. Kindly note that it is important to be on time to complete the joining formalities.
- On your joining date, please bring the originals and one set of photocopies of the documents mentioned in Annexure-A.
- Please contact us at 080-4194 0000 (Monday to Friday between 9:30 a.m. to 5:30 p.m.) or via email to your CGI designated recruiter for any queries regarding your employment offer.

The terms and conditions governing your employment are as under:

- Your employment with the Company is at all times subject to you having and maintaining a valid work permit from the Government of India (if applicable). A copy of the work permit needs to be furnished by you on the date of on boarding failing which you will not be permitted to join. You hereby agree that you shall undertake all necessary steps to keep such work permit valid and subsisting throughout the term of your employment with the Company.



- Your employment will be subject to a probationary period of [6] months (**“Probationary Period”**). If your performance is, in the opinion of the Company, found to be satisfactory during this period, then the Company shall confirm the appointment in writing. The Company may, at its sole discretion, extend the Probationary Period, by providing you prior written notice. Your employment remains subject to [15] days’ notice of termination until you are notified in writing of the satisfactory completion of the Probationary Period.
- This appointment will be based on your agreement to serve the Company for a minimum period of two years effective your date of joining. On joining, you will have to sign the Employment Agreement with the Company
- This offer is conditional upon your having a valid passport. If you do not have a passport as of the date of this offer, you are required to apply for one immediately and produce the relevant acknowledgement on the day of your on boarding. Being part of consulting organization, it is your responsibility to monitor the validity of your passport and renew it in advance. Should you be denied a passport, or if you are otherwise unable to produce a copy of your passport, CGI shall be entitled to terminate your employment forthwith without notice or pay in lieu thereof. It is a condition of your employment that you have a valid passport at all times.
- During your employment with CGI, you may get opportunities to work on multiple platforms/skills at the sole discretion of CGI. CGI encourages and appreciates flexibility to work on different technologies
- Your services are transferable anywhere in India as also anywhere abroad within the CGI group of companies or other third parties. In case your services are transferred to any of our group companies or affiliates of the Company, you are required to abide by the rules and regulations pertaining to that company. You will carry out your duties as per the instructions of your superiors from time to time
- Your remuneration is strictly confidential. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should not be shared with anyone.
- **Code of conduct:** You will abide by CGI policies including all amendments as may be carried out from time to time at sole discretion of CGI (**“CGI Policies”**), and the applicable rules and regulations in force from time to time and will also be required to sign and abide by the **Code of ethics** and conduct as elucidated by the Company as part of your performance appraisal process. Any breach of the guidelines or the terms and conditions of employment may result in termination of your services without notice or compensation.
  - a) You will not carry on any business other than for the Company or enter for any part of your time in any capacity in the services of other person or persons and company or companies. You will devote your whole time and attention to your duties to promote the interests of CGI and you will not utilize or divulge to any person or persons any of our trade secrets or confidential information.
  - b) In the course of your employment with CGI, you shall not, without the previous written consent of CGI and which consent CGI may in its absolute discretion and without assigning any reason, withhold and/or refuse to accord directly and/or indirectly solicit and/or engage in the collection and donations for any trust or other organizations and/or institutions for charitable work and/or any other purposes and person/s and/or bodies corporate/institutions with whom you come into contact and/or have dealings with in the course of employment with CGI.
  - c) During your employment with CGI and perpetually thereafter, you will not transmit, disclose or otherwise use confidential information related to CGI, the affiliates or group companies of CGI, or the clients of CGI or its affiliates and group companies, to any unauthorized person, except as may be required in the course of discharging your duties in connection with CGI’s business. Confidential information means and includes information which is confidential and proprietary to CGI and its affiliates and group companies, and/or to certain third parties with which CGI has relationships, and disclosed to or obtained by you from CGI and/or such third parties, whether (without limitation) in graphic, written, electronic or machine readable form on any media or orally and whether or not the information is expressly stated to be confidential or marked as such and includes, but is not limited to information of value or significance to CGI and/or its competitors (present or potential) including but not limited to CGI’s intellectual property; client names; project related information; content; data; techniques; plans; designs; programs; customer information; identity and job descriptions of CGI’s personnel; organizational structure; financing relationships or terms; service provider or vendor relationships or terms; processes; methodologies; compensation or bonus data; the terms of this appointment letter; or any other information, not in the public domain pertaining to the business or affairs of CGI; but does not include information that is in the public domain other than by your breach of this appointment letter and/or of any other agreement to which you are bound by. You will not divulge confidential information to anyone, including family, friends, and especially others in the same or similar competing businesses. You will sign a Confidentiality and Non-Disclosure Agreement to protect CGI’s confidential information at the time of your onboarding and anytime upon request during your employment with CGI. If you are bound by a confidentiality agreement with a previous employer, you must notify the Company and indemnify the Company against any breach thereof.



- d) For the purpose of representing and improving the company's brand image and being able to interact with senior level decision makers in the industry in a satisfactory manner, you are required to follow the following norms:
- i. Maintain complete confidentiality and high level of integrity in all your actions performed on behalf of the company
  - ii. Practice high level of professionalism in business etiquettes, selection of attire, choice of language in conversation and documents, meeting commitments and in overall conduct; and
  - iii. You shall help in maintaining congenial, disciplined, participative and supportive work environment to encourage team spirit and high performance standards.

- e) **Intellectual Property:** You irrevocably, absolutely and perpetually assign to the Company worldwide right(s), title(s), and interest(s) under any statute or common law including patent rights; copyrights including moral rights; trademarks, designs, anywhere in the world, whether negotiable or not in respect of your contribution(s) during the term of the employment, free from encumbrances of any kind for the full term of each and every such right, including renewal or extension of any such term. All of the Intellectual Property (created solely or jointly with others) given, disclosed, created, developed or prepared in connection with your employment with the Company shall be deemed to be 'work for hire' and/ or inventions developed in the course of employment with the Company within the meaning of the copyright laws of all jurisdictions, including and without limitation, India, and the Company shall be deemed to be the sole author thereof in all jurisdictions for all purposes. If under any applicable law, any results and proceeds of your services are not deemed to be works and/ or inventions developed in the course of the employment with the Company, then to the fullest extent allowable and for the full term of protection otherwise accorded to you under such applicable law, you hereby assign and transfer to the Company any/all right(s), title(s), and interest(s) in such works and/ or inventions. You further irrevocably, absolutely and perpetually assign to the Company the worldwide rights in respect of: (a) any licences, permissions and grants in connection with any Intellectual Property therewith; (b) applications for any of the foregoing and the right to apply for them in any part of the world; (c) right to obtain and hold appropriate registrations in Intellectual Property, (d) all extensions and renewals thereof; and (e) causes of action in the past, present or future, related thereto including the rights to damages and profits, due or accrued, arising out of past, present or future infringements or violations thereof and the right to sue for and recover the same. Further, you hereby agree to waive any right to and refrain from raising any objection or claims pursuant to Section 19(4) and Section 30-A of the Copyright Act, 1957.

For the purpose of this agreement, "Intellectual Property" includes ideas, concepts, creations, discoveries, inventions, improvements, know how, trade or business secrets; trademarks, service marks, designs, utility models, tools, devices, models, methods, procedures, processes, systems, principles, algorithms, works of authorship, flowcharts, drawings, books, papers, models, sketches, formulas, teaching techniques, electronic codes, proprietary techniques, research projects, and other confidential and proprietary information, computer programming code, databases, software programs, data, documents, instruction manuals, records, memoranda, notes, user guides, in either printed or machine-readable form, the whether or not copyrightable or patentable, or any written or verbal instructions or comments.

- f) You will be responsible for the safekeeping and return in good condition all the Company property and all material or documents (including reproductions and excerpts) containing Confidential Information and any letter of authority or power of attorney issued to you, which will be in your use, custody or charge.

- **Non-solicitation:** During your period of employment with CGI and for a period of twelve (12) months commencing from the last day of your employment with CGI, you will not directly or indirectly: (i) solicit any employee of CGI to terminate his/her employment with CGI, or to accept any other employment; and/or (ii) solicit or do business with any clients or customers or potential clients or customers of CGI with whom you have had dealings during the last twelve (12) months of your employment with CGI.
- **Communication:** Please approach your immediate supervisor for any queries pertaining to project or organization related concerns, suggestions which you may have from time to time. In addition, the HR team is always available to discuss any of your needs or suggestions.
- **Shift:** You shall have no objection to work on shift / staggered duty in case business warrants that. Please note that it is management's prerogative to decide which member will work on shift and management's decision in this regard will be final. Your project will also decide the shift allowance that will be payable and will be based on project requirement. This will be governed by the existing Shift Allowance Policy.
- You may be required to travel on Company work and you will be reimbursed expenses as per Company Policies.

- **Unauthorized absence from work:** Your unauthorized absence from work for a continuous period of more than three days without leave or obtaining your manager's approval will be treated as absconding from duty, triggering disciplinary action. In the event, that you do not report for work within eight days from the date of unauthorized absence it will be treated as "voluntary abandonment of service" and it shall be deemed you are no longer interested in the employment and your employment will be terminated. In such an event you shall be liable to refund the salary in lieu of shortfall in notice period and other dues payable to the Company, as specified.
- **Termination of employment:**
  - i **Termination without cause:** Your services may be terminated at any time by either side by giving fifteen days' written notice or salary in lieu thereof during the Probationary Period and **Two month's written notice** or **Two month's salary in lieu thereof** after confirmation of employment with the Company. Whilst the Company reserves the right to release you upon your resignation prior to conclusion of your notice period with or without paying notice pay for the balance notice period, decision to allow notice pay in lieu of notice is at the sole discretion of the management. If you decide to leave without completing due notice and handing over formalities as per the requirement of CGI; you will not be eligible to get any certificates which indicate employment with CGI immediately or in future. No references will be entertained from any authority/institution seeking details of your case.
  - ii **Termination for Cause:** Notwithstanding anything contained in this appointment letter, the Company may terminate the employment contemplated hereunder at any time without requiring to serve notice period or payment in lieu of notice period, for 'cause'. For the purpose of this Agreement 'cause' shall include:
    - (a) inattention or negligence in the performance of duties and obligations under this appointment letter;
    - (b) repeated failure to comply with lawful directions of the Company and its officers;
    - (c) conviction in a criminal case or framing of charges in a criminal case;
    - (d) breach of the terms of this appointment letter and breach of representations and warranties contained herein;
    - (e) unethical business conduct;
    - (f) breach of any statutory duty or for any act or omission adversely affecting the goodwill, reputation, credit, operations or the business of the Company;
    - (g) fraud, misappropriation or dishonesty in respect of the property or the business of the Company;
    - (h) commission of any act not in conformity with discipline or good behaviour or acceptance of any illegal gratification;
    - (i) habitual neglect of your work or gross or habitual negligence in the performance of your duties;
    - (j) unauthorised disclosure of any Confidential Information of the Company; and/or
    - (k) any act or omission that could be construed as misconduct under applicable law.
  - iii **Termination for ill-health or disability:** If you, at any time, are prevented from ill-health or accident or any physical or mental disability from performing your duties hereunder, you shall inform the Company, either through yourself or any of your relatives, and supply it with such details as it may require and if you are unable by reason of ill-health or accident or disability, for a period of 60 days or more to perform your duties hereunder, the Company may forthwith terminate your employment.
  - iv **Project Engagement:** You understand and acknowledge that the business of the Company is dependent on the projects that it receives from its clients and that you have been employed to primarily work on such projects. If the project that you are working on requires a lower headcount or is winding up, you will no longer be required to work on such project. You will be informed at least 30 days prior to the date from which you will no longer be required to work on such project. In the event that either CGI or you are unable to find an alternate project that you can be staffed on within 45 days of your last project, your employment shall be deemed redundant and shall be terminated in accordance with applicable law and the terms of this letter. Notwithstanding the foregoing, you expressly agree that if you refuse two or more opportunities that are offered to you by CGI to be placed on an alternate project, it shall be deemed that you are voluntarily resigning from your employment with CGI. You understand and acknowledge that if you fail to upskill / reskill as required by and to the satisfaction of the Company, the Company will not be able to place you on an alternate project. Being placed on an alternate project is subject to availability of roles and your skill sets, and is not an obligation of the Company.
- You may be assigned to certain engagements that require Knowledge Transfer from client/other BU's/members within the engagement. During assignment or after obtaining such Knowledge Transfer, you are required to serve the stipulated rotation period. This is in addition to the notice period requirement mentioned above.
- **Non-Competition:** During the term of your employment with CGI, you shall not directly or indirectly compete with CGI in any manner whatsoever.



- **Restriction of Employment with Client/Customer:** For a period of twelve (12) months following the end of your employment with CGI, you agree not to, directly or indirectly, as employee, consultant or otherwise, work for or provide services or trade in goods, whether solely or with others, whether as an employee, officer, director, agent, partner, consultant, member of any company or other commercial enterprise or otherwise, to clients or customers or with any competitor or any organization where you have been taken or sent for training, deputation or secondment or professional work by the Company or to whom you provided services on CGI's behalf during the last twelve (12) months of your employment with CGI.
- You will keep us informed of any change in your residential address/contact details.
- If you resign from the service or your employment is terminated for any reasons before completing one (1) year of service, you will fully reimburse the Company, the joining bonus, transition bonus, retention bonus, notice pay and relocation expenses, if any.
- It is your responsibility to notify the Company of any changes in your personal information within three working days. It shall also be your responsibility to notify the Company of any legal action or suit, whether in the nature of civil or criminal initiated against you. Additionally, you shall also be responsible for notifying CGI of any proceedings which may impact your ability to fulfill your job responsibilities. Your failure to notify the above details will result in breach of the appointment terms. All notices shall be considered duly and properly delivered to the address on file with the Company.
- You will retire from the services of the Company on attaining the age of superannuation. The retirement age in CGI is sixty (60) years.
- The benefits as outlined herein and in CGI policies are subject to change at the Company's discretion. You will be entitled to leaves in accordance with the Company's policy as applicable from time to time.
- Upon your resignation or retirement from the Company or termination of your services, you are required to return all assets and property of the Company including but not limited to documents, machines, data, files, books etc. (including but not limited to leased properties).
- We provide support to global customers from various locations in India & abroad to suit customers' differing time needs including 24x7 bases. You may be asked to operate from any of the CGI locations and in any of the shifts, including night shift, at the sole discretion of management, as may be required by the Company keeping in mind business needs and deliverable requirements to customers. Your work schedule will be provided to you by your Manager / Supervisor upon your joining. Your weekly off days may not be on weekends.
- You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- **Condition of Hire:** Your appointment is contingent upon satisfactory reference & background checks including verification of your application materials, education and employment history. CGI will conduct background checks to verify your identity, education, professional qualifications, employment history and references (Level 1), and will include, depending on the nature of your position or at a client request, a criminal record check (Level 2) and credit verification (Level 3) if you have access to CGI and/or client sensitive or critical information, facilities or assets and/or your role requires handling of financial transactions. In addition, during the course of your employment on need basis or on a recurrent basis every 5 years and in a context of change of role, a complete re-verification including background checks as per CGI policies including without limitation, criminal record checks (Level 2) and credit verifications (Level 3) may be conducted, if applicable. Also, dual employment checks could be conducted at any time during the course of your employment. By signing this Employment Agreement, you are providing a free, informed and ongoing consent to all such verifications before and during the course of your employment as per CGI's policies and you agree to sign any forms required for such verifications at the appropriate time. Successful clearance of background verification is a mandatory requirement for employment confirmation. Unsuccessful clearance of background verification will lead to termination of employment without notice. CGI reserves the right to audit the submitted educational & previous work experience(s) documents at any point of your tenure in CGI, as part of which you are obligated to furnish any/all of such relevant documents on demand. Failure to furnish the same and / or the submitted education & work experience proving to be false or unverifiable as per CGI standards, may lead to termination of employment without notice. The basis of the offer is authentic and verifiable education and work experience as per CGI standards. You are accountable for providing documents that enable appropriate authorities in the relevant educational institution(s) and previous employer Organization(s) to validate your claims. CGI is not liable for the inability of the aforementioned authorities to validate your credentials basis your submissions. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer).
- If any information furnished by you in your application for employment or during the selection process is found at any time during your employment to be incorrect or false, and/or if you have suppressed any material information; the Company may terminate your services without notice or compensation



- **Data Protection and Privacy:** The Company may, in connection with your employment, receive personal data relating to you or third parties associated with you (such as spouse or children). Such data may be received directly from you or from other sources, and some personal data may be recorded directly or indirectly by internal security systems (such as CCTV cameras) or by other means. The Company may process such data for relevant and limited purposes. By agreeing to employment with CGI, you hereby expressly consents to the following:
  - (a) the processing of your personal data by the Company or such third-party appointed by the Company;
  - (b) the collection and processing of sensitive personal data or information (as defined under applicable laws) about you for limited purposes;
  - (c) the transfer worldwide of personal data held about you by the Company to other employees and offices of the Company's worldwide organization and to third parties where disclosure to such third parties is required in the normal course of business or by law; and use of your personal images and voices in marketing material, videos, etc.; and
  - (d) treating any personal data to which you have access in the course of your employment strictly in accordance with the Company's policies and procedures and not using any such data other than in connection with and except to the extent necessary for the purposes for which it was disclosed to you.
- Subject to insurance policies that the Company may have and other statutory insurances, you may be eligible to receive compensation under the Employees Compensation Act, 1923, for injuries arising out of and in the course of employment.
- Women employees of the Company shall be entitled to maternity leave in accordance with the Maternity Benefit Act, 1961 (as applicable), i.e., eligible women employees shall be entitled to 26 weeks of maternity leave for the first 2 surviving children, and 12 weeks of maternity leave for every subsequent child
- Your designation may be changed at the discretion of the Company depending on the work assigned to you
- Your **Total Experience** will be part of our professional records

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Total Experience = Relevant Experience + Weighted/ Non-relevant Experience

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0.0 Yrs. = 0.0 Yrs. + 0.0 Yrs.

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Relevant Experience = Total number of months the candidate has worked on the skill/role for which the candidate is being hired in CGI

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Weighted Experience = A weighted percentage is given to your non-relevant experience, either to your role or skill, for which you are being hired in CGI

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- Any and all of the terms and conditions of service may be modified or changed at the Company's discretion. Breach of any one of the conditions will render you liable to termination of your employment without notice.
- This letter supersedes all oral or written communication exchanged between you and CGI prior to the date of this letter and commitments, if any, made during the selection process. You acknowledge that you have read and understood the terms and conditions of this offer letter and to confirm your acceptance of this offer letter, please sign in on all the pages & in the space specified below and return the signed copy to CGI on your onboarding day.
- If any provision of this letter is held to be unenforceable, the remaining provisions shall remain valid, binding and in full force to the maximum extent possible. If any portion of this letter is held to be unreasonable, such provision shall be given effect to the maximum extent possible by narrowing or enforcing in part that aspect of the provision found overbroad or unenforceable.
- Your employment with the Company and this letter shall be governed by and construed and enforced in accordance with the laws of India, without regard to conflicts of laws. You agree to the exclusive jurisdiction and venue of the courts in Bangalore for the resolution of all disputes arising under this letter.
- No waiver by the Company of any breach of this letter shall be valid unless in writing and signed by the Company. The waiver by the Company hereto of any provision of this letter shall not operate or be construed as a waiver of any subsequent breach by you, nor shall any waiver operate or be construed as a rescission of this letter



- You shall, at all times during the course of your employment with the Company (and even after its termination) agree to indemnify and keep indemnified the Company, as the case may be, against all losses, damages, claims, interests, costs, expenses, liabilities, proceedings and demands which the Company may suffer or incur or which may be made against the Company as a result of any misrepresentations or breach of this letter, acts or omissions by you during the course of employment.
- You shall not at any time without limitation, publish or communicate any disparaging remarks, comments or statements concerning the Company, its holding company, group companies, affiliates or associate companies or any of their respective shareholders, directors, officers or employees. For this purpose, 'disparaging' means any remarks, comments or statements that impugn the character, honesty, integrity, morality, or business acumen or abilities in connection with any aspect of the operation of business of the Company, or reflect negatively upon, the individual or company being disparaged.
- Base Compensation Components:**

Designation: Associate Software Engineer		
Date of Joining: 24 July 2024		
Pay Components	Monthly (INR)	Annual (INR)
Basic (Inclusive of D.A.)	21,500	258,000
Flexible Compensation Plan <sup>1</sup>	6,136	73,632
<b>Base Compensation</b>	<b>27,636</b>	<b>331,632</b>
Provident Fund <i>Company Contribution</i>	2,580	30,960
Gratuity Fund Contribution	1,034	12,408
<b>Gross Compensation</b>	<b>31,250</b>	<b>35,0000</b>
Share Purchase Plan <i>Company Contribution</i> <sup>2</sup>	829	9,948
Profit Participation Plan <sup>3</sup>	553	6,636
<b>Total Target Earnings</b>	<b>32,632</b>	<b>350,000</b>

- <sup>1</sup> **Flexible Compensation Plan:** Option to allocate to components like Meal Vouchers, Conveyance, National Pension Scheme, LTA etc
- <sup>2</sup> CGI will contribute towards **Share Purchase Plan (SPP)**: As part of our ownership culture, we enable those who join CGI to become an owner through our Share Purchase Plan. It is an opportunity for you to buy shares in CGI, become an owner, and benefit from any long-term appreciation in the CGI share price. When you choose a percentage to contribute, CGI will match your contribution 100% (up to **3%** of your Base Compensation). Contributions are done on a monthly basis towards the purchase of CGI shares, and you can start, stop and change your contribution at any time. Only those members who enroll for this benefit are eligible for receiving the company contribution & will need to contribute an equal amount on a monthly basis towards the purchase of CGI shares.
- <sup>3</sup> **Profit Participation Plan:** This plan distributes a portion of our profits based on the achievement of CGI's financial objectives, as well as individual performance. The Target Profit Participation Plan (PPP) is at **2%** of Base Compensation on pro rata basis and can be more or less basis the performance of CGI, performance of Business Units and performance of Individuals. All regular members employed as of Jun 30th of CGI Inc. fiscal year (Oct-Sept) are eligible and should be active on rolls as on Dec 31st to receive the payout. The Corporate guidelines of PPP may be amended from time to time  
Eligible members will be paid statutory bonus as per the provisions of the Payment of Bonus Act, 1965. Where members are eligible for both statutory bonus as well as the PPP, the company shall deduct from the PPP allocated to a member the amount of statutory bonus payable under the Act for such corresponding period and the difference will be paid as the actual PPP

In addition to the above you are eligible for:

- INR 25,000/-** towards annual insurance premium to cover self, spouse & up to two dependent children under Group MediClaim Insurance and to cover self under Group Personal Accident Insurance & Group Term Life Insurance

The tax liability arising out of the above payments now or in the future, due to changes in income tax provision shall be borne by you



I look forward to your acceptance of this offer and to welcoming you to our team. I am confident that in this new role, you will make a valuable contribution to CGI and our continued success.

Yours sincerely

**For CGI Information Systems and  
Management Consultants Pvt. Ltd.,**

A handwritten signature in black ink, appearing to read 'S Pradhan', is written over a light blue rectangular background.

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**Sarika Pradhan  
Vice President Corporate Services**

I have read the terms and conditions of employment and the contents of the employment agreement and in token of my acceptance; I duly acknowledge the receipt of the letter of employment.

Please sign below to confirm that you agree with the terms and conditions stated in this letter.

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**Signature & Date**



**Annexure-A**

We request you to bring the originals, on your date of reporting to CGI for verification.

*Please note that the below documents are mandatory for **CGI's personnel records** and will be subjected to **background verification**. Non submission of these documents will impact your profile and records needed to manage your career effectively within CGI and may also have serious impact on project and client requirements, hence your cooperation in this is crucial.*

#	Documents
1	Acceptance copy of CGI's appointment letter signed by you on all pages
2	Valid Work Permit issued by Government of India, if applicable
3	Passport (all pages – wherever the entries are made)
4	Income-Tax Permanent Account Number Card (PAN Card)
5	Passport size photograph – 05 nos.
6	10th class mark sheet & certificate
7	12th class mark sheet & certificate
8	Bachelor degree mark sheets (all semesters)
9	Bachelor degree certificate / convocation certificate
10	Master degree mark sheets (all semester)
11	Master degree certificate / convocation certificate
12	Diploma mark sheets (all semesters)
13	Diploma certificate
14	Any other certificates
15	Appointment letter, pay slip, relieving letter & experience certificate of all previous Co.
16	Present company's appointment letter
17	Present company's relieving letter & resignation acceptance letter from HR
18	Present company's experience certificate
19	Present company's salary slip with employee number (last two months)
20	Aadhaar / Voters ID / Driving License / Rental agreement /Bank passbook (address page only)
21	Blood group and RH type report





**CGI Information Systems and Management Consultants Pvt. Ltd.**

Regd. Office: e.city, Tower 2, No.95/1 & 95/2,  
Electronic City, Phase I (West)  
Bangalore – 560 100. India  
Tel +91-80-6642 2222 | Fax +91-80-6642 1200

**cgi.com**

CIN: U72200KA1990PTC019138

Dear Shilpa J,

I am delighted to offer you a role at CGI Information Systems and Management Consultants Private Limited (“**CGI**” or “**Company**”) where we strive to create an environment in which we enjoy working together and, as owners, contribute to building a company we can be proud of. We are very excited about the prospect of having you join us, and look forward to welcoming you.

As part of the leading information technology companies in the world, there are many opportunities for growth and development, both individually and as part of a large professional community. I hope you will choose to be part of our CGI Global Community, a team of extraordinary people building a company that reflects their aspirations and is supported by our shared vision and values.

We are offering you the position of **Associate Software Engineer** and your **Total Target Earnings** is **INR 391,584** - in accordance with the terms and conditions contained below.

This offer is contingent on your:

- successful completion of your graduation with a minimum of [60%] of marks and no backlog in any semester;
- successful completion of pre/post-employment training designated by the Company. Details of the training, duration, and conditions of training will be communicated to you by the Company upon your acceptance of this offer. You are required to maintain the minimum attendance threshold throughout the training and achieve the grade pre-defined by the Company for the successful completion of the training.

Should you fail to achieve the above pre-requisite, the Company shall be entitled to revoke this offer at its discretion or terminate your employment forthwith without notice or pay in lieu thereof.

You are requested to report at Bengaluru our office on 24 July 2024 . Your appointment will be effective on your joining date. If you do not confirm your acceptance within the timeframe mentioned below, this offer will be considered withdrawn unless extended in writing by the Company.

- You are required to communicate your acceptance of this offer via email to your assigned Recruiter’s CGI email id on or before 23 July 2024. You will also be required to read, understand and execute the CGI Candidate Declaration that will be issued to you on your joining date.
- Your reporting time on the joining date is 8:30 a.m. Kindly note that it is important to be on time to complete the joining formalities.
- On your joining date, please bring the originals and one set of photocopies of the documents mentioned in Annexure-A.
- Please contact us at 080-4194 0000 (Monday to Friday between 9:30 a.m. to 5:30 p.m.) or via email to your CGI designated recruiter for any queries regarding your employment offer.

The terms and conditions governing your employment are as under:

- Your employment with the Company is at all times subject to you having and maintaining a valid work permit from the Government of India (if applicable). A copy of the work permit needs to be furnished by you on the date of on boarding failing which you will not be permitted to join. You hereby agree that you shall undertake all necessary steps to keep such work permit valid and subsisting throughout the term of your employment with the Company.



- Your employment will be subject to a probationary period of [6] months (**“Probationary Period”**). If your performance is, in the opinion of the Company, found to be satisfactory during this period, then the Company shall confirm the appointment in writing. The Company may, at its sole discretion, extend the Probationary Period, by providing you prior written notice. Your employment remains subject to [15] days’ notice of termination until you are notified in writing of the satisfactory completion of the Probationary Period.
- This appointment will be based on your agreement to serve the Company for a minimum period of two years effective your date of joining. On joining, you will have to sign the Employment Agreement with the Company
- This offer is conditional upon your having a valid passport. If you do not have a passport as of the date of this offer, you are required to apply for one immediately and produce the relevant acknowledgement on the day of your on boarding. Being part of consulting organization, it is your responsibility to monitor the validity of your passport and renew it in advance. Should you be denied a passport, or if you are otherwise unable to produce a copy of your passport, CGI shall be entitled to terminate your employment forthwith without notice or pay in lieu thereof. It is a condition of your employment that you have a valid passport at all times.
- During your employment with CGI, you may get opportunities to work on multiple platforms/skills at the sole discretion of CGI. CGI encourages and appreciates flexibility to work on different technologies
- Your services are transferable anywhere in India as also anywhere abroad within the CGI group of companies or other third parties. In case your services are transferred to any of our group companies or affiliates of the Company, you are required to abide by the rules and regulations pertaining to that company. You will carry out your duties as per the instructions of your superiors from time to time
- Your remuneration is strictly confidential. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should not be shared with anyone.
- **Code of conduct:** You will abide by CGI policies including all amendments as may be carried out from time to time at sole discretion of CGI (**“CGI Policies”**), and the applicable rules and regulations in force from time to time and will also be required to sign and abide by the **Code of ethics** and conduct as elucidated by the Company as part of your performance appraisal process. Any breach of the guidelines or the terms and conditions of employment may result in termination of your services without notice or compensation.
  - a) You will not carry on any business other than for the Company or enter for any part of your time in any capacity in the services of other person or persons and company or companies. You will devote your whole time and attention to your duties to promote the interests of CGI and you will not utilize or divulge to any person or persons any of our trade secrets or confidential information.
  - b) In the course of your employment with CGI, you shall not, without the previous written consent of CGI and which consent CGI may in its absolute discretion and without assigning any reason, withhold and/or refuse to accord directly and/or indirectly solicit and/or engage in the collection and donations for any trust or other organizations and/or institutions for charitable work and/or any other purposes and person/s and/or bodies corporate/institutions with whom you come into contact and/or have dealings with in the course of employment with CGI.
  - c) During your employment with CGI and perpetually thereafter, you will not transmit, disclose or otherwise use confidential information related to CGI, the affiliates or group companies of CGI, or the clients of CGI or its affiliates and group companies, to any unauthorized person, except as may be required in the course of discharging your duties in connection with CGI’s business. Confidential information means and includes information which is confidential and proprietary to CGI and its affiliates and group companies, and/or to certain third parties with which CGI has relationships, and disclosed to or obtained by you from CGI and/or such third parties, whether (without limitation) in graphic, written, electronic or machine readable form on any media or orally and whether or not the information is expressly stated to be confidential or marked as such and includes, but is not limited to information of value or significance to CGI and/or its competitors (present or potential) including but not limited to CGI’s intellectual property; client names; project related information; content; data; techniques; plans; designs; programs; customer information; identity and job descriptions of CGI’s personnel; organizational structure; financing relationships or terms; service provider or vendor relationships or terms; processes; methodologies; compensation or bonus data; the terms of this appointment letter; or any other information, not in the public domain pertaining to the business or affairs of CGI; but does not include information that is in the public domain other than by your breach of this appointment letter and/or of any other agreement to which you are bound by. You will not divulge confidential information to anyone, including family, friends, and especially others in the same or similar competing businesses. You will sign a Confidentiality and Non-Disclosure Agreement to protect CGI’s confidential information at the time of your onboarding and anytime upon request during your employment with CGI. If you are bound by a confidentiality agreement with a previous employer, you must notify the Company and indemnify the Company against any breach thereof.

- d) For the purpose of representing and improving the company's brand image and being able to interact with senior level decision makers in the industry in a satisfactory manner, you are required to follow the following norms:
- i. Maintain complete confidentiality and high level of integrity in all your actions performed on behalf of the company
  - ii. Practice high level of professionalism in business etiquettes, selection of attire, choice of language in conversation and documents, meeting commitments and in overall conduct; and
  - iii. You shall help in maintaining congenial, disciplined, participative and supportive work environment to encourage team spirit and high performance standards.

- e) **Intellectual Property:** You irrevocably, absolutely and perpetually assign to the Company worldwide right(s), title(s), and interest(s) under any statute or common law including patent rights; copyrights including moral rights; trademarks, designs, anywhere in the world, whether negotiable or not in respect of your contribution(s) during the term of the employment, free from encumbrances of any kind for the full term of each and every such right, including renewal or extension of any such term. All of the Intellectual Property (created solely or jointly with others) given, disclosed, created, developed or prepared in connection with your employment with the Company shall be deemed to be 'work for hire' and/ or inventions developed in the course of employment with the Company within the meaning of the copyright laws of all jurisdictions, including and without limitation, India, and the Company shall be deemed to be the sole author thereof in all jurisdictions for all purposes. If under any applicable law, any results and proceeds of your services are not deemed to be works and/ or inventions developed in the course of the employment with the Company, then to the fullest extent allowable and for the full term of protection otherwise accorded to you under such applicable law, you hereby assign and transfer to the Company any/all right(s), title(s), and interest(s) in such works and/ or inventions. You further irrevocably, absolutely and perpetually assign to the Company the worldwide rights in respect of: (a) any licences, permissions and grants in connection with any Intellectual Property therewith; (b) applications for any of the foregoing and the right to apply for them in any part of the world; (c) right to obtain and hold appropriate registrations in Intellectual Property, (d) all extensions and renewals thereof; and (e) causes of action in the past, present or future, related thereto including the rights to damages and profits, due or accrued, arising out of past, present or future infringements or violations thereof and the right to sue for and recover the same. Further, you hereby agree to waive any right to and refrain from raising any objection or claims pursuant to Section 19(4) and Section 30-A of the Copyright Act, 1957.

For the purpose of this agreement, "Intellectual Property" includes ideas, concepts, creations, discoveries, inventions, improvements, know how, trade or business secrets; trademarks, service marks, designs, utility models, tools, devices, models, methods, procedures, processes, systems, principles, algorithms, works of authorship, flowcharts, drawings, books, papers, models, sketches, formulas, teaching techniques, electronic codes, proprietary techniques, research projects, and other confidential and proprietary information, computer programming code, databases, software programs, data, documents, instruction manuals, records, memoranda, notes, user guides, in either printed or machine-readable form, the whether or not copyrightable or patentable, or any written or verbal instructions or comments.

- f) You will be responsible for the safekeeping and return in good condition all the Company property and all material or documents (including reproductions and excerpts) containing Confidential Information and any letter of authority or power of attorney issued to you, which will be in your use, custody or charge.

- **Non-solicitation:** During your period of employment with CGI and for a period of twelve (12) months commencing from the last day of your employment with CGI, you will not directly or indirectly: (i) solicit any employee of CGI to terminate his/her employment with CGI, or to accept any other employment; and/or (ii) solicit or do business with any clients or customers or potential clients or customers of CGI with whom you have had dealings during the last twelve (12) months of your employment with CGI.
- **Communication:** Please approach your immediate supervisor for any queries pertaining to project or organization related concerns, suggestions which you may have from time to time. In addition, the HR team is always available to discuss any of your needs or suggestions.
- **Shift:** You shall have no objection to work on shift / staggered duty in case business warrants that. Please note that it is management's prerogative to decide which member will work on shift and management's decision in this regard will be final. Your project will also decide the shift allowance that will be payable and will be based on project requirement. This will be governed by the existing Shift Allowance Policy.
- You may be required to travel on Company work and you will be reimbursed expenses as per Company Policies.

- **Unauthorized absence from work:** Your unauthorized absence from work for a continuous period of more than three days without leave or obtaining your manager's approval will be treated as absconding from duty, triggering disciplinary action. In the event, that you do not report for work within eight days from the date of unauthorized absence it will be treated as "voluntary abandonment of service" and it shall be deemed you are no longer interested in the employment and your employment will be terminated. In such an event you shall be liable to refund the salary in lieu of shortfall in notice period and other dues payable to the Company, as specified.
- **Termination of employment:**
  - i **Termination without cause:** Your services may be terminated at any time by either side by giving fifteen days' written notice or salary in lieu thereof during the Probationary Period and **Two month's written notice** or **Two month's salary in lieu thereof** after confirmation of employment with the Company. Whilst the Company reserves the right to release you upon your resignation prior to conclusion of your notice period with or without paying notice pay for the balance notice period, decision to allow notice pay in lieu of notice is at the sole discretion of the management. If you decide to leave without completing due notice and handing over formalities as per the requirement of CGI; you will not be eligible to get any certificates which indicate employment with CGI immediately or in future. No references will be entertained from any authority/institution seeking details of your case.
  - ii **Termination for Cause:** Notwithstanding anything contained in this appointment letter, the Company may terminate the employment contemplated hereunder at any time without requiring to serve notice period or payment in lieu of notice period, for 'cause'. For the purpose of this Agreement 'cause' shall include:
    - (a) inattention or negligence in the performance of duties and obligations under this appointment letter;
    - (b) repeated failure to comply with lawful directions of the Company and its officers;
    - (c) conviction in a criminal case or framing of charges in a criminal case;
    - (d) breach of the terms of this appointment letter and breach of representations and warranties contained herein;
    - (e) unethical business conduct;
    - (f) breach of any statutory duty or for any act or omission adversely affecting the goodwill, reputation, credit, operations or the business of the Company;
    - (g) fraud, misappropriation or dishonesty in respect of the property or the business of the Company;
    - (h) commission of any act not in conformity with discipline or good behaviour or acceptance of any illegal gratification;
    - (i) habitual neglect of your work or gross or habitual negligence in the performance of your duties;
    - (j) unauthorised disclosure of any Confidential Information of the Company; and/or
    - (k) any act or omission that could be construed as misconduct under applicable law.
  - iii **Termination for ill-health or disability:** If you, at any time, are prevented from ill-health or accident or any physical or mental disability from performing your duties hereunder, you shall inform the Company, either through yourself or any of your relatives, and supply it with such details as it may require and if you are unable by reason of ill-health or accident or disability, for a period of 60 days or more to perform your duties hereunder, the Company may forthwith terminate your employment.
  - iv **Project Engagement:** You understand and acknowledge that the business of the Company is dependent on the projects that it receives from its clients and that you have been employed to primarily work on such projects. If the project that you are working on requires a lower headcount or is winding up, you will no longer be required to work on such project. You will be informed at least 30 days prior to the date from which you will no longer be required to work on such project. In the event that either CGI or you are unable to find an alternate project that you can be staffed on within 45 days of your last project, your employment shall be deemed redundant and shall be terminated in accordance with applicable law and the terms of this letter. Notwithstanding the foregoing, you expressly agree that if you refuse two or more opportunities that are offered to you by CGI to be placed on an alternate project, it shall be deemed that you are voluntarily resigning from your employment with CGI. You understand and acknowledge that if you fail to upskill / reskill as required by and to the satisfaction of the Company, the Company will not be able to place you on an alternate project. Being placed on an alternate project is subject to availability of roles and your skill sets, and is not an obligation of the Company.
- You may be assigned to certain engagements that require Knowledge Transfer from client/other BU's/members within the engagement. During assignment or after obtaining such Knowledge Transfer, you are required to serve the stipulated rotation period. This is in addition to the notice period requirement mentioned above.
- **Non-Competition:** During the term of your employment with CGI, you shall not directly or indirectly compete with CGI in any manner whatsoever.



- **Restriction of Employment with Client/Customer:** For a period of twelve (12) months following the end of your employment with CGI, you agree not to, directly or indirectly, as employee, consultant or otherwise, work for or provide services or trade in goods, whether solely or with others, whether as an employee, officer, director, agent, partner, consultant, member of any company or other commercial enterprise or otherwise, to clients or customers or with any competitor or any organization where you have been taken or sent for training, deputation or secondment or professional work by the Company or to whom you provided services on CGI's behalf during the last twelve (12) months of your employment with CGI.
- You will keep us informed of any change in your residential address/contact details.
- If you resign from the service or your employment is terminated for any reasons before completing one (1) year of service, you will fully reimburse the Company, the joining bonus, transition bonus, retention bonus, notice pay and relocation expenses, if any.
- It is your responsibility to notify the Company of any changes in your personal information within three working days. It shall also be your responsibility to notify the Company of any legal action or suit, whether in the nature of civil or criminal initiated against you. Additionally, you shall also be responsible for notifying CGI of any proceedings which may impact your ability to fulfill your job responsibilities. Your failure to notify the above details will result in breach of the appointment terms. All notices shall be considered duly and properly delivered to the address on file with the Company.
- You will retire from the services of the Company on attaining the age of superannuation. The retirement age in CGI is sixty (60) years.
- The benefits as outlined herein and in CGI policies are subject to change at the Company's discretion. You will be entitled to leaves in accordance with the Company's policy as applicable from time to time.
- Upon your resignation or retirement from the Company or termination of your services, you are required to return all assets and property of the Company including but not limited to documents, machines, data, files, books etc. (including but not limited to leased properties).
- We provide support to global customers from various locations in India & abroad to suit customers' differing time needs including 24x7 bases. You may be asked to operate from any of the CGI locations and in any of the shifts, including night shift, at the sole discretion of management, as may be required by the Company keeping in mind business needs and deliverable requirements to customers. Your work schedule will be provided to you by your Manager / Supervisor upon your joining. Your weekly off days may not be on weekends.
- You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- **Condition of Hire:** Your appointment is contingent upon satisfactory reference & background checks including verification of your application materials, education and employment history. CGI will conduct background checks to verify your identity, education, professional qualifications, employment history and references (Level 1), and will include, depending on the nature of your position or at a client request, a criminal record check (Level 2) and credit verification (Level 3) if you have access to CGI and/or client sensitive or critical information, facilities or assets and/or your role requires handling of financial transactions. In addition, during the course of your employment on need basis or on a recurrent basis every 5 years and in a context of change of role, a complete re-verification including background checks as per CGI policies including without limitation, criminal record checks (Level 2) and credit verifications (Level 3) may be conducted, if applicable. Also, dual employment checks could be conducted at any time during the course of your employment. By signing this Employment Agreement, you are providing a free, informed and ongoing consent to all such verifications before and during the course of your employment as per CGI's policies and you agree to sign any forms required for such verifications at the appropriate time. Successful clearance of background verification is a mandatory requirement for employment confirmation. Unsuccessful clearance of background verification will lead to termination of employment without notice. CGI reserves the right to audit the submitted educational & previous work experience(s) documents at any point of your tenure in CGI, as part of which you are obligated to furnish any/all of such relevant documents on demand. Failure to furnish the same and / or the submitted education & work experience proving to be false or unverifiable as per CGI standards, may lead to termination of employment without notice. The basis of the offer is authentic and verifiable education and work experience as per CGI standards. You are accountable for providing documents that enable appropriate authorities in the relevant educational institution(s) and previous employer Organization(s) to validate your claims. CGI is not liable for the inability of the aforementioned authorities to validate your credentials basis your submissions. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer).
- If any information furnished by you in your application for employment or during the selection process is found at any time during your employment to be incorrect or false, and/or if you have suppressed any material information; the Company may terminate your services without notice or compensation



- **Data Protection and Privacy:** The Company may, in connection with your employment, receive personal data relating to you or third parties associated with you (such as spouse or children). Such data may be received directly from you or from other sources, and some personal data may be recorded directly or indirectly by internal security systems (such as CCTV cameras) or by other means. The Company may process such data for relevant and limited purposes. By agreeing to employment with CGI, you hereby expressly consents to the following:
  - (a) the processing of your personal data by the Company or such third-party appointed by the Company;
  - (b) the collection and processing of sensitive personal data or information (as defined under applicable laws) about you for limited purposes;
  - (c) the transfer worldwide of personal data held about you by the Company to other employees and offices of the Company's worldwide organization and to third parties where disclosure to such third parties is required in the normal course of business or by law; and use of your personal images and voices in marketing material, videos, etc.; and
  - (d) treating any personal data to which you have access in the course of your employment strictly in accordance with the Company's policies and procedures and not using any such data other than in connection with and except to the extent necessary for the purposes for which it was disclosed to you.
- Subject to insurance policies that the Company may have and other statutory insurances, you may be eligible to receive compensation under the Employees Compensation Act, 1923, for injuries arising out of and in the course of employment.
- Women employees of the Company shall be entitled to maternity leave in accordance with the Maternity Benefit Act, 1961 (as applicable), i.e., eligible women employees shall be entitled to 26 weeks of maternity leave for the first 2 surviving children, and 12 weeks of maternity leave for every subsequent child
- Your designation may be changed at the discretion of the Company depending on the work assigned to you
- Your **Total Experience** will be part of our professional records

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Total Experience = Relevant Experience + Weighted/ Non-relevant Experience

---

0.0 Yrs. = 0.0 Yrs. + 0.0 Yrs.

---

Relevant Experience = Total number of months the candidate has worked on the skill/role for which the candidate is being hired in CGI

---

Weighted Experience = A weighted percentage is given to your non-relevant experience, either to your role or skill, for which you are being hired in CGI

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- Any and all of the terms and conditions of service may be modified or changed at the Company's discretion. Breach of any one of the conditions will render you liable to termination of your employment without notice.
- This letter supersedes all oral or written communication exchanged between you and CGI prior to the date of this letter and commitments, if any, made during the selection process. You acknowledge that you have read and understood the terms and conditions of this offer letter and to confirm your acceptance of this offer letter, please sign in on all the pages & in the space specified below and return the signed copy to CGI on your onboarding day.
- If any provision of this letter is held to be unenforceable, the remaining provisions shall remain valid, binding and in full force to the maximum extent possible. If any portion of this letter is held to be unreasonable, such provision shall be given effect to the maximum extent possible by narrowing or enforcing in part that aspect of the provision found overbroad or unenforceable.
- Your employment with the Company and this letter shall be governed by and construed and enforced in accordance with the laws of India, without regard to conflicts of laws. You agree to the exclusive jurisdiction and venue of the courts in Bangalore for the resolution of all disputes arising under this letter.
- No waiver by the Company of any breach of this letter shall be valid unless in writing and signed by the Company. The waiver by the Company hereto of any provision of this letter shall not operate or be construed as a waiver of any subsequent breach by you, nor shall any waiver operate or be construed as a rescission of this letter

- You shall, at all times during the course of your employment with the Company (and even after its termination) agree to indemnify and keep indemnified the Company, as the case may be, against all losses, damages, claims, interests, costs, expenses, liabilities, proceedings and demands which the Company may suffer or incur or which may be made against the Company as a result of any misrepresentations or breach of this letter, acts or omissions by you during the course of employment.
- You shall not at any time without limitation, publish or communicate any disparaging remarks, comments or statements concerning the Company, its holding company, group companies, affiliates or associate companies or any of their respective shareholders, directors, officers or employees. For this purpose, 'disparaging' means any remarks, comments or statements that impugn the character, honesty, integrity, morality, or business acumen or abilities in connection with any aspect of the operation of business of the Company, or reflect negatively upon, the individual or company being disparaged.
- Base Compensation Components:**

Designation: Associate Software Engineer		
Date of Joining: 24 July 2024		
Pay Components	Monthly (INR)	Annual (INR)
Basic (Inclusive of D.A.)	21,500	258,000
Flexible Compensation Plan <sup>1</sup>	6,136	73,632
<b>Base Compensation</b>	<b>27,636</b>	<b>331,632</b>
Provident Fund <i>Company Contribution</i>	2,580	30,960
Gratuity Fund Contribution	1,034	12,408
<b>Gross Compensation</b>	<b>31,250</b>	<b>35,0000</b>
Share Purchase Plan <i>Company Contribution</i> <sup>2</sup>	829	9,948
Profit Participation Plan <sup>3</sup>	553	6,636
<b>Total Target Earnings</b>	<b>32,632</b>	<b>350,000</b>

- <sup>1</sup> **Flexible Compensation Plan:** Option to allocate to components like Meal Vouchers, Conveyance, National Pension Scheme, LTA etc
- <sup>2</sup> CGI will contribute towards **Share Purchase Plan (SPP):** As part of our ownership culture, we enable those who join CGI to become an owner through our Share Purchase Plan. It is an opportunity for you to buy shares in CGI, become an owner, and benefit from any long-term appreciation in the CGI share price. When you choose a percentage to contribute, CGI will match your contribution 100% (up to **3%** of your Base Compensation). Contributions are done on a monthly basis towards the purchase of CGI shares, and you can start, stop and change your contribution at any time. Only those members who enroll for this benefit are eligible for receiving the company contribution & will need to contribute an equal amount on a monthly basis towards the purchase of CGI shares.
- <sup>3</sup> **Profit Participation Plan:** This plan distributes a portion of our profits based on the achievement of CGI's financial objectives, as well as individual performance. The Target Profit Participation Plan (PPP) is at **2%** of Base Compensation on pro rata basis and can be more or less basis the performance of CGI, performance of Business Units and performance of Individuals. All regular members employed as of Jun 30th of CGI Inc. fiscal year (Oct-Sept) are eligible and should be active on rolls as on Dec 31st to receive the payout. The Corporate guidelines of PPP may be amended from time to time  
Eligible members will be paid statutory bonus as per the provisions of the Payment of Bonus Act, 1965. Where members are eligible for both statutory bonus as well as the PPP, the company shall deduct from the PPP allocated to a member the amount of statutory bonus payable under the Act for such corresponding period and the difference will be paid as the actual PPP

In addition to the above you are eligible for:

- INR 25,000/-** towards annual insurance premium to cover self, spouse & up to two dependent children under Group MediClaim Insurance and to cover self under Group Personal Accident Insurance & Group Term Life Insurance

The tax liability arising out of the above payments now or in the future, due to changes in income tax provision shall be borne by you





I look forward to your acceptance of this offer and to welcoming you to our team. I am confident that in this new role, you will make a valuable contribution to CGI and our continued success.

Yours sincerely

**For CGI Information Systems and  
Management Consultants Pvt. Ltd.,**

A handwritten signature in black ink, appearing to read 'S Pradhan', is written over a light blue rectangular background.

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**Sarika Pradhan  
Vice President Corporate Services**

I have read the terms and conditions of employment and the contents of the employment agreement and in token of my acceptance; I duly acknowledge the receipt of the letter of employment.

Please sign below to confirm that you agree with the terms and conditions stated in this letter.

---

**Signature & Date**



**Annexure-A**

We request you to bring the originals, on your date of reporting to CGI for verification.

*Please note that the below documents are mandatory for **CGI's personnel records** and will be subjected to **background verification**. Non submission of these documents will impact your profile and records needed to manage your career effectively within CGI and may also have serious impact on project and client requirements, hence your cooperation in this is crucial.*

#	Documents
1	Acceptance copy of CGI's appointment letter signed by you on all pages
2	Valid Work Permit issued by Government of India, if applicable
3	Passport (all pages – wherever the entries are made)
4	Income-Tax Permanent Account Number Card (PAN Card)
5	Passport size photograph – 05 nos.
6	10th class mark sheet & certificate
7	12th class mark sheet & certificate
8	Bachelor degree mark sheets (all semesters)
9	Bachelor degree certificate / convocation certificate
10	Master degree mark sheets (all semester)
11	Master degree certificate / convocation certificate
12	Diploma mark sheets (all semesters)
13	Diploma certificate
14	Any other certificates
15	Appointment letter, pay slip, relieving letter & experience certificate of all previous Co.
16	Present company's appointment letter
17	Present company's relieving letter & resignation acceptance letter from HR
18	Present company's experience certificate
19	Present company's salary slip with employee number (last two months)
20	Aadhaar / Voters ID / Driving License / Rental agreement /Bank passbook (address page only)
21	Blood group and RH type report



**CHANDRA PRAKASH**

Dear **CHANDRA PRAKASH**

On behalf of CAI Info India Private Ltd., I would like to reconfirm our verbal offer of employment as a **"Jr. Software Engineer"** for an annual CTC of Rs. 3,00,000.00 (Rupees three lakhs thirty thousand) beginning on your anticipated start date, Monday, February 05, 2024. This will be paid to you monthly at the end of each month in increments of Rs. 25,000.00 (gross monthly CTC).

Special Clauses:

- During the period of your employment, the Company may at any time assign or transfer you to any location in the world where the Company/its clients has its establishment. In such an event, you shall be entitled to allowances in accordance with the policies of the Company.
- If you do not have an existing account with ICICI Bank, you will be required to establish one within 2 weeks of your first pay.
- You shall be considered for the next financial review in 2025.

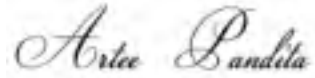
You are required to bring the following documents at the time of reporting for employment: -

- Last updated resume
- Latest passport size photograph
- A copy of Educational Certificates for all years of education and mark cards -
- Copy of passport
- Form 16

Please sign the bottom portion of this letter indicating your acceptance of this position and return the same immediately. You will be issued an appointment letter upon your acceptance of this offer letter.

Thank You and Welcome.

Yours Truly, Accepted By:



**Artee Pandita** \_\_\_\_\_  
**Director-Human Resources**

Divyasree Towers, Floor 5, Guruppanapalya  
Bannerghatta Main Road, Bangalore-560029  
[www.cai.io](http://www.cai.io) [inquire@cai.io](mailto:inquire@cai.io)

Detailed CTC Breakdown:

Description	Monthly	Yearly
Basic	INR 13,750.00	INR 1,65,000.00
HRA	INR 5,500.00	INR 66,000.00
Conveyance	INR 300.00	INR 3,600.00
Medical Allowance	INR 700.00	INR 8,400.00
Statutory Bonus	INR 2,500.00	INR 30,000.00
Provident Fund	INR 3,300.00	INR 39,600.00
Gratuity	INR 661.38	INR 7,936.50
Special Allowance	INR 788.63	INR 9,463.50
<b>Total</b>	<b>INR 25,000.00</b>	<b>INR 3,00,000.00</b>

Accepted By:

---

Divyasree Towers, Floor 5, Guruppanapalya  
Bannerghatta Main Road, Bangalore-560029  
[www.cai.io](http://www.cai.io) [inquire@cai.io](mailto:inquire@cai.io)

**CAI Info India Private Limited**

080 -45340400

**CHANDRASEKAR G**

Dear **CHANDRASEKAR G**

On behalf of CAI Info India Private Ltd., I would like to reconfirm our verbal offer of employment as a **"Jr. Software Engineer"** for an annual CTC of Rs. 3,00,000.00 (Rupees three lakhs thirty thousand) beginning on your anticipated start date, Monday, February 05, 2024. This will be paid to you monthly at the end of each month in increments of Rs. 25,000.00 (gross monthly CTC).

Special Clauses:

- During the period of your employment, the Company may at any time assign or transfer you to any location in the world where the Company/its clients has its establishment. In such an event, you shall be entitled to allowances in accordance with the policies of the Company.
- If you do not have an existing account with ICICI Bank, you will be required to establish one within 2 weeks of your first pay.
- You shall be considered for the next financial review in 2025.

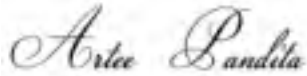
You are required to bring the following documents at the time of reporting for employment: -

- Last updated resume
- Latest passport size photograph
- A copy of Educational Certificates for all years of education and mark cards -
- Copy of passport
- Form 16

Please sign the bottom portion of this letter indicating your acceptance of this position and return the same immediately. You will be issued an appointment letter upon your acceptance of this offer letter.

Thank You and Welcome.

Yours Truly, Accepted By:



**Artee Pandita** \_\_\_\_\_  
**Director-Human Resources**

Divyasree Towers, Floor 5, Guruppanapalya  
Bannerghatta Main Road, Bangalore-560029  
[www.cai.io](http://www.cai.io) [inquire@cai.io](mailto:inquire@cai.io)

Detailed CTC Breakdown:

Description	Monthly	Yearly
Basic	INR 13,750.00	INR 1,65,000.00
HRA	INR 5,500.00	INR 66,000.00
Conveyance	INR 300.00	INR 3,600.00
Medical Allowance	INR 700.00	INR 8,400.00
Statutory Bonus	INR 2,500.00	INR 30,000.00
Provident Fund	INR 3,300.00	INR 39,600.00
Gratuity	INR 661.38	INR 7,936.50
Special Allowance	INR 788.63	INR 9,463.50
<b>Total</b>	<b>INR 25,000.00</b>	<b>INR 3,00,000.00</b>

Accepted By:

---

Divyasree Towers, Floor 5, Guruppanapalya  
Bannerghatta Main Road, Bangalore-560029  
[www.cai.io](http://www.cai.io) [inquire@cai.io](mailto:inquire@cai.io)

**CAI Info India Private Limited**

080 -45340400



**Subject: Offer of Employment**

Dear Charan C N

Heartiest Congratulations to you!

HDFC Life is delighted to offer you the full-time position of Executive Trainee in our contingent upon your successful clearance of MBA examination.

A detailed Compensation structure is enclosed herewith (Annexure 1) for your reference. An appointment letter along with the terms and conditions of employment will be issued to you after joining.

We are extremely excited to have you onboard. We are looking forward to receiving your acceptance of the offer on the duplicate copy of this letter. Please attach your resume and two passport size photographs with the same.

Warm Regards,

**Human Resources**



**Annexure 1**

**Designation:** Executive Trainee

**Band:** J2

**CTC STRUCTURE**

Pay Items	Per Annum	Per Month
-----------	-----------	-----------

Fixed Pay		
Basic	1,15,500	9,625
Other Allowance	64,493	5,374
Tablet Allowance	12,000	1,000
Daily Activity Allowance	24,000	2,000
House Rental Allowance	69,300	5,775
Statutory Bonus	24,000	2000
Total Monthly Gross	3,09,293	25,774
Retirals and Other Benefits (As per relevant Regulations & Acts)		
Provident Fund	21,600	
Gratuity	5,582	
Flexi Pay	41,225	
Valued Benefits		
Group Insurance Benefit	7,300	
Fixed Cost to Company	3,85,000	
Variable Pay		
Variable Pay for Performance <sup>2</sup>	40,000	
Total Cost to Company	4,25,000	
<sup>2</sup> Variable Pay for Performance (VPP) is subject to your achieving a rating of “3-Meets Expectations” and above. The rating is assigned to an individual, on successful completion of the Executive Trainee Program (12 m), basis actual performance against the defined targets.		
Other Benefits (as per prevalent Company Policy):		
Group Term Insurance: Term cover of INR 12,00,000 Mediclaim: INR 4,00,000 for self and dependents		

1

**Flexi Pay:**

- Flexi component amount allocation can be planned by you in Flexi Benefit Planner. Please note that component selection will alter your monthly take home as against the aforementioned monthly gross
- LTA, Mobile Handset Allowance, Fuel & Driver are reimbursable components. On opting for these, the payout will be made only after submission of documents as provided in the Flexi Policy □ **Maximum amounts allocable under Flexi Pay are following:**

Component	Per annum	Per month
LTA (Leave Travel Allowance)	9,625	802
Mobile Handset Allowance	10,000	833
Fuel & Driver	21,600	1,800





## OFFER LETTER

Dear CHEEKSHA,

Subsequent to your meetings with Go Digit General Insurance Limited, we are pleased to make an offer of employment on the following terms and conditions:

- 1.1 You shall be appointed to the position of **Graduate Trainee Engineer – Analytics and Data Science**.
- 1.2 As an employee of the Organisation, your Gross Annual Compensation (Cost to Company) will be **Rs. 500000/-** (Rupees Four Lac Fifty Thousand Only).
- 1.3 Your Gross Annual Compensation will include a performance-linked variable of **11.00%** subject to achievement of pre-defined targets.
- 1.4 All terms and conditions of your employment, including the code of conduct, will be in accordance with the Company's policies and procedures and the Employment Agreement.
- 1.5 The Trainee Program will be for a period of **1 year** from your date of joining.
- 1.6 Your employment will also be dependent upon completion of your Graduation / Post Graduation as per the training programme.
- 1.7 Your employment with the Company is subject to:
  - (a) The accuracy of the testimonials and information provided by you; and,
  - (b) You being free from any contractual restrictions preventing you from accepting this offer and will return receipt of acceptance of this offer within 5 workings days.
- 1.8 At any time, the contract may be terminated by either party by giving 90 days' notice in writing. Go Digit General Insurance reserves the right to payment of salary in lieu of the notice period.
- 1.9 We are glad that you have accepted our offer. In order to confirm your joining, you would be required to submit a proof of your resignation from your current company



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within 7 days of receipt of this offer letter. In case of failure to submit the same within the stipulated time period, the company reserves a right to withdraw this offer.

On the day of your joining kindly bring photocopies of your certificates (all education qualifications, address proof, Pan card copy, ID proof, all previous employers' certificates, Form 16, Last employer's salary slip of last 3 months, relieving Letter from last employer), along with four passport size photographs.

This offer is being issued subject to successful verification of all your documents submitted. As a token of your acceptance of our offer and the terms of this letter, please sign in the space provided below and return the same to us. We are excited at the prospect of having you join us and look forward to a rewarding association.

**Annexure A**  
**Compensation Entitlement Sheet**

	Monthly	Annual
Basic Salary	11,667	140,000
HRA	4,667	56,000
Education Allowance	200	2,400
LTA	972	11,662
Statutory Bonus	972	11,662
Special Allowance	12,495	149,942
<b>Gross Salary</b>	<b>30,972</b>	<b>371,666</b>
<u>Employer Contributions</u>		
EPF	1,800	21,600
ESI	0	0
Gratuity	561	6,734
<b>Fixed Compensation</b>	<b>33,333</b>	<b>400,000</b>
<b>Variable Pay</b>		<b>50000</b>
<b>Annual Cost to Company</b>		<b>450,000</b>

**Deductions:**

EPF	1,800	21,600
ESIC	0	0
PT Deduction	200	2,500
<b>Net Pay</b>	<b>28,972</b>	<b>500000</b>

\*TDS deduction is subject to taxable income.

\*\*If your Annual Compensation includes a performance-linked variable then the payment will be subject to achievement of predefined targets. Variable pay shall be paid depending upon the performance of the employee and as per the company policies. Employee who has resigned or is serving his/her notice period, as on the date of payment, will not be eligible for payment of variable pay.

\*\*\* Eligibility for increment shall be depending upon the performance of the employee and as per company policies. Employee who has resigned or is serving his/her notice period will not be eligible for increment.

Sincerely,

**For Go Digit General Insurance Limited**



**Amrit Jaidka Arora**  
**CHRO**

**Vibhanshu Patel**



## OFFER LETTER

Dear CHOWDARY SHEEBA JESSICA,

Subsequent to your meetings with Go Digit General Insurance Limited, we are pleased to make an offer of employment on the following terms and conditions:

- 1.1 You shall be appointed to the position of **Graduate Trainee Engineer – Analytics and Data Science**.
- 1.2 As an employee of the Organisation, your Gross Annual Compensation (Cost to Company) will be **Rs. 500000/-** (Rupees Four Lac Fifty Thousand Only).
- 1.3 Your Gross Annual Compensation will include a performance-linked variable of **11.00%** subject to achievement of pre-defined targets.
- 1.4 All terms and conditions of your employment, including the code of conduct, will be in accordance with the Company's policies and procedures and the Employment Agreement.
- 1.5 The Trainee Program will be for a period of **1 year** from your date of joining.
- 1.6 Your employment will also be dependent upon completion of your Graduation / Post Graduation as per the training programme.
- 1.7 Your employment with the Company is subject to:
  - (a) The accuracy of the testimonials and information provided by you; and,
  - (b) You being free from any contractual restrictions preventing you from accepting this offer and will return receipt of acceptance of this offer within 5 workings days.
- 1.8 At any time, the contract may be terminated by either party by giving 90 days' notice in writing. Go Digit General Insurance reserves the right to payment of salary in lieu of the notice period.
- 1.9 We are glad that you have accepted our offer. In order to confirm your joining, you would be required to submit a proof of your resignation from your current company



BACKED BY FAIRFAX

within 7 days of receipt of this offer letter. In case of failure to submit the same within the stipulated time period, the company reserves a right to withdraw this offer.

On the day of your joining kindly bring photocopies of your certificates (all education qualifications, address proof, Pan card copy, ID proof, all previous employers' certificates, Form 16, Last employer's salary slip of last 3 months, relieving Letter from last employer), along with four passport size photographs.

This offer is being issued subject to successful verification of all your documents submitted. As a token of your acceptance of our offer and the terms of this letter, please sign in the space provided below and return the same to us. We are excited at the prospect of having you join us and look forward to a rewarding association.

**Annexure A**  
**Compensation Entitlement Sheet**

	Monthly	Annual
Basic Salary	11,667	140,000
HRA	4,667	56,000
Education Allowance	200	2,400
LTA	972	11,662
Statutory Bonus	972	11,662
Special Allowance	12,495	149,942
<b>Gross Salary</b>	<b>30,972</b>	<b>371,666</b>
<u>Employer Contributions</u>		
EPF	1,800	21,600
ESI	0	0
Gratuity	561	6,734
<b>Fixed Compensation</b>	<b>33,333</b>	<b>400,000</b>
<b>Variable Pay</b>		<b>50000</b>
<b>Annual Cost to Company</b>		<b>450,000</b>

**Deductions:**

EPF	1,800	21,600
ESIC	0	0
PT Deduction	200	2,500
<b>Net Pay</b>	<b>28,972</b>	<b>500000</b>

\*TDS deduction is subject to taxable income.

\*\*If your Annual Compensation includes a performance-linked variable then the payment will be subject to achievement of predefined targets. Variable pay shall be paid depending upon the performance of the employee and as per the company policies. Employee who has resigned or is serving his/her notice period, as on the date of payment, will not be eligible for payment of variable pay.

\*\*\* Eligibility for increment shall be depending upon the performance of the employee and as per company policies. Employee who has resigned or is serving his/her notice period will not be eligible for increment.

Sincerely,

**For Go Digit General Insurance Limited**



**Amrit Jaidka Arora**  
**CHRO**

**Vibhanshu Patel**





## OFFER LETTER

Dear CLISIYA ROSE,

Subsequent to your meetings with Go Digit General Insurance Limited, we are pleased to make an offer of employment on the following terms and conditions:

- 1.1 You shall be appointed to the position of **Graduate Trainee Engineer – Analytics and Data Science**.
- 1.2 As an employee of the Organisation, your Gross Annual Compensation (Cost to Company) will be **Rs. 500000/-** (Rupees Four Lac Fifty Thousand Only).
- 1.3 Your Gross Annual Compensation will include a performance-linked variable of **11.00%** subject to achievement of pre-defined targets.
- 1.4 All terms and conditions of your employment, including the code of conduct, will be in accordance with the Company's policies and procedures and the Employment Agreement.
- 1.5 The Trainee Program will be for a period of **1 year** from your date of joining.
- 1.6 Your employment will also be dependent upon completion of your Graduation / Post Graduation as per the training programme.
- 1.7 Your employment with the Company is subject to:
  - (a) The accuracy of the testimonials and information provided by you; and,
  - (b) You being free from any contractual restrictions preventing you from accepting this offer and will return receipt of acceptance of this offer within 5 workings days.
- 1.8 At any time, the contract may be terminated by either party by giving 90 days' notice in writing. Go Digit General Insurance reserves the right to payment of salary in lieu of the notice period.
- 1.9 We are glad that you have accepted our offer. In order to confirm your joining, you would be required to submit a proof of your resignation from your current company



BACKED BY FAIRFAX

within 7 days of receipt of this offer letter. In case of failure to submit the same within the stipulated time period, the company reserves a right to withdraw this offer.

On the day of your joining kindly bring photocopies of your certificates (all education qualifications, address proof, Pan card copy, ID proof, all previous employers' certificates, Form 16, Last employer's salary slip of last 3 months, relieving Letter from last employer), along with four passport size photographs.

This offer is being issued subject to successful verification of all your documents submitted. As a token of your acceptance of our offer and the terms of this letter, please sign in the space provided below and return the same to us. We are excited at the prospect of having you join us and look forward to a rewarding association.

**Annexure A**  
**Compensation Entitlement Sheet**

	Monthly	Annual
Basic Salary	11,667	140,000
HRA	4,667	56,000
Education Allowance	200	2,400
LTA	972	11,662
Statutory Bonus	972	11,662
Special Allowance	12,495	149,942
<b>Gross Salary</b>	<b>30,972</b>	<b>371,666</b>
<u>Employer Contributions</u>		
EPF	1,800	21,600
ESI	0	0
Gratuity	561	6,734
<b>Fixed Compensation</b>	<b>33,333</b>	<b>400,000</b>
<b>Variable Pay</b>		<b>50000</b>
<b>Annual Cost to Company</b>		<b>450,000</b>

**Deductions:**

EPF	1,800	21,600
ESIC	0	0
PT Deduction	200	2,500
<b>Net Pay</b>	<b>28,972</b>	<b>500000</b>

\*TDS deduction is subject to taxable income.

\*\*If your Annual Compensation includes a performance-linked variable then the payment will be subject to achievement of predefined targets. Variable pay shall be paid depending upon the performance of the employee and as per the company policies. Employee who has resigned or is serving his/her notice period, as on the date of payment, will not be eligible for payment of variable pay.

\*\*\* Eligibility for increment shall be depending upon the performance of the employee and as per company policies. Employee who has resigned or is serving his/her notice period will not be eligible for increment.

Sincerely,

**For Go Digit General Insurance Limited**



**Amrit Jaidka Arora**  
**CHRO**

**Vibhanshu Patel**



Date: 8th February 2022

Dear ARUN V,

**Sub: Offer of Training and Employment**

This has reference to the selection process for employment opportunity at Cognitive Clouds Software Pvt Ltd.

We take pleasure in informing you that you have been selected for appointment in Cognitive Clouds as **Software Engineer** subject to the following terms and conditions.

Your Employment onboarding date would be shared with you based on your participation and achieving required milestones as per the training program calendar which will be shared upon acceptance of this offer.

The period of the Training Program is for 30 days. However, the exact duration and nature (Virtual) of the training programme may vary based on the track and specific requirements. Duration and nature of the training shall be communicated upon joining the program.

The Training Program is intensive and fast paced, requiring your focus and hard work, to learn effectively and demonstrate capabilities expected by Cognitive Clouds. You are required to ensure your 100% availability and undivided attention during the tenure of the program. You will be continuously assessed and given feedback by experts throughout the training program.

At the end of the training, you'll have to pass the given test. This Employment offer is valid only if you pass the test.

You shall arrange to produce the following documents at the time of reporting for the training or as may be required by Cognitive Clouds, for the purpose of completing the joining formalities for the training program. We require copy of the following documents,

- a) Aadhaar card.
- b) Pan card.
- c) 10th, 12th and graduation (all semesters) mark sheets.
- d) Voter ID / Driving license

Table-1

Particulars	Monthly INR	Annual INR
Basic Salary	10,000.00	120,000.00
Dearness Allowance	2,000.00	24,000.00
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Medical Allowance	1,250.00	15,000.00
Special Allowance	4,950.00	59,400.00
Employer Provident Fund	1,200.00	14,400.00
<b>Cost to Company ( CTC)</b>	25,000.00	300,000.00

Your Annual CTC is **INR 3 LPA (Rupees Three Lakhs per annum )**

If the above terms and conditions are acceptable, you may confirm your acceptance by digitally signing this offer within 3 days from the date of receipt of this mail and offer document.

For Cognitive clouds Software Private Limited,

**Santosh B R**  
**People Manager**

ACCEPTED:

Name: \_\_\_\_\_ ( In Capital Letters)

Signature: \_\_\_\_\_

This is an electronically generated letter and does not require a signature.

Date: 8th February 2022

Dear ASHISH JANGIR,

**Sub:** Offer of Training and Employment

This has reference to the selection process for employment opportunity at Cognitive Clouds Software Pvt Ltd.

We take pleasure in informing you that you have been selected for appointment in Cognitive Clouds as **Software Engineer** subject to the following terms and conditions.

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For Cognitive clouds Software Private Limited,

**Santosh B R**  
**People Manager**

ACCEPTED:

Name: \_\_\_\_\_ ( In Capital Letters)

Signature: \_\_\_\_\_

This is an electronically generated letter and does not require a signature.

Date: 8th February 2022

Dear ASHWANTH,

**Sub: Offer of Training and Employment**

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We take pleasure in informing you that you have been selected for appointment in Cognitive Clouds as **Software Engineer** subject to the following terms and conditions.

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For Cognitive clouds Software Private Limited,

**Santosh B R**  
**People Manager**

ACCEPTED:

Name: \_\_\_\_\_ ( In Capital Letters)

Signature: \_\_\_\_\_

This is an electronically generated letter and does not require a signature.

Date: 8th February 2022

Dear AVINASH B,

**Sub: Offer of Training and Employment**

This has reference to the selection process for employment opportunity at Cognitive Clouds Software Pvt Ltd.

We take pleasure in informing you that you have been selected for appointment in Cognitive Clouds as **Software Engineer** subject to the following terms and conditions.

Your Employment onboarding date would be shared with you based on your participation and achieving required milestones as per the training program calendar which will be shared upon acceptance of this offer.

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<b>Cost to Company ( CTC)</b>	25,000.00	300,000.00

Your Annual CTC is **INR 3 LPA (Rupees Three Lakhs per annum )**

If the above terms and conditions are acceptable, you may confirm your acceptance by digitally signing this offer within 3 days from the date of receipt of this mail and offer document.

For Cognitive clouds Software Private Limited,

**Santosh B R**  
**People Manager**

ACCEPTED:

Name: \_\_\_\_\_ ( In Capital Letters)

Signature: \_\_\_\_\_

This is an electronically generated letter and does not require a signature.

Date: 8th February 2022

Dear AVINASH M,

**Sub: Offer of Training and Employment**

This has reference to the selection process for employment opportunity at Cognitive Clouds Software Pvt Ltd.

We take pleasure in informing you that you have been selected for appointment in Cognitive Clouds as **Software Engineer** subject to the following terms and conditions.

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If the above terms and conditions are acceptable, you may confirm your acceptance by digitally signing this offer within 3 days from the date of receipt of this mail and offer document.

For Cognitive clouds Software Private Limited,

**Santosh B R**  
**People Manager**

ACCEPTED:

Name: \_\_\_\_\_ ( In Capital Letters)

Signature: \_\_\_\_\_

This is an electronically generated letter and does not require a signature.

Date: 8th February 2022

Dear BESTHA THEJA,

**Sub:** Offer of Training and Employment

This has reference to the selection process for employment opportunity at Cognitive Clouds Software Pvt Ltd.

We take pleasure in informing you that you have been selected for appointment in Cognitive Clouds as **Software Engineer** subject to the following terms and conditions.

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If the above terms and conditions are acceptable, you may confirm your acceptance by digitally signing this offer within 3 days from the date of receipt of this mail and offer document.

For Cognitive clouds Software Private Limited,

**Santosh B R**  
**People Manager**

ACCEPTED:

Name: \_\_\_\_\_ ( In Capital Letters)

Signature: \_\_\_\_\_

This is an electronically generated letter and does not require a signature.

Date: 8th February 2022

Dear BHOOMIKA S,

**Sub:** Offer of Training and Employment

This has reference to the selection process for employment opportunity at Cognitive Clouds Software Pvt Ltd.

We take pleasure in informing you that you have been selected for appointment in Cognitive Clouds as **Software Engineer** subject to the following terms and conditions.

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Your Annual CTC is **INR 3 LPA (Rupees Three Lakhs per annum )**

If the above terms and conditions are acceptable, you may confirm your acceptance by digitally signing this offer within 3 days from the date of receipt of this mail and offer document.

For Cognitive clouds Software Private Limited,

**Santosh B R**  
**People Manager**

ACCEPTED:

Name: \_\_\_\_\_ ( In Capital Letters)

Signature: \_\_\_\_\_

This is an electronically generated letter and does not require a signature.

Date: 8th February 2022

Dear MARIA G,

**Sub: Offer of Training and Employment**

This has reference to the selection process for employment opportunity at Cognitive Clouds Software Pvt Ltd.

We take pleasure in informing you that you have been selected for appointment in Cognitive Clouds as **Software Engineer** subject to the following terms and conditions.

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If the above terms and conditions are acceptable, you may confirm your acceptance by digitally signing this offer within 3 days from the date of receipt of this mail and offer document.

For Cognitive clouds Software Private Limited,

**Santosh B R**  
**People Manager**

ACCEPTED:

Name: \_\_\_\_\_ ( In Capital Letters)

Signature: \_\_\_\_\_

This is an electronically generated letter and does not require a signature.

Date: 8th February 2022

Dear Mau Jain,

**Sub: Offer of Training and Employment**

This has reference to the selection process for employment opportunity at Cognitive Clouds Software Pvt Ltd.

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For Cognitive clouds Software Private Limited,

**Santosh B R**  
**People Manager**

ACCEPTED:

Name: \_\_\_\_\_ ( In Capital Letters)

Signature: \_\_\_\_\_

This is an electronically generated letter and does not require a signature.

Date: 8th February 2022

Dear MEER

KHATIBULLA,

**Sub:** Offer of Training

and Employment

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For Cognitive clouds Software Private Limited,

**Santosh B R**  
**People Manager**

ACCEPTED:

Name: \_\_\_\_\_ ( In Capital Letters)

Signature: \_\_\_\_\_

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Date: 8th February 2022

Dear MOHAMMED

AKIF SHERIFF,

**Sub: Offer of Training and Employment**

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If the above terms and conditions are acceptable, you may confirm your acceptance by digitally signing this offer within 3 days from the date of receipt of this mail and offer document.

For Cognitive clouds Software Private Limited,

**Santosh B R**  
**People Manager**

ACCEPTED:

Name: \_\_\_\_\_ ( In Capital Letters)

Signature: \_\_\_\_\_

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Date: 8th February 2022

Dear MOHAMMED

IBRAHIM,

**Sub: Offer of Training and Employment**

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We take pleasure in informing you that you have been selected for appointment in Cognitive Clouds as **Software Engineer** subject to the following terms and conditions.

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The period of the Training Program is for 30 days. However, the exact duration and nature (Virtual) of the training programme may vary based on the track and specific requirements. Duration and nature of the training shall be communicated upon joining the program.

The Training Program is intensive and fast paced, requiring your focus and hard work, to learn effectively and demonstrate capabilities expected by Cognitive Clouds. You are required to ensure your 100% availability and undivided attention during the tenure of the program. You will be continuously assessed and given feedback by experts throughout the training program.

At the end of the training, you'll have to pass the given test. This Employment offer is valid only if you pass the test.

You shall arrange to produce the following documents at the time of reporting for the training or as may be required by Cognitive Clouds, for the purpose of completing the joining formalities for the training program. We require copy of the following documents,

- a) Aadhaar card.
- b) Pan card.
- c) 10th, 12th and graduation (all semesters) mark sheets.
- d) Voter ID / Driving license

Table-1

Particulars	Monthly INR	Annual INR
Basic Salary	10,000.00	120,000.00
Dearness Allowance	2,000.00	24,000.00
House Rent Allowance	4,000.00	48,000.00
Conveyance Allowance	1,600.00	19,200.00
Medical Allowance	1,250.00	15,000.00
Special Allowance	4,950.00	59,400.00
Employer Provident Fund	1,200.00	14,400.00
<b>Cost to Company ( CTC)</b>	25,000.00	300,000.00

Your Annual CTC is **INR 3 LPA (Rupees Three Lakhs per annum )**

If the above terms and conditions are acceptable, you may confirm your acceptance by digitally signing this offer within 3 days from the date of receipt of this mail and offer document.

For Cognitive clouds Software Private Limited,

**Santosh B R**  
**People Manager**

ACCEPTED:

Name: \_\_\_\_\_ ( In Capital Letters)

Signature: \_\_\_\_\_

This is an electronically generated letter and does not require a signature.

Date: 8th February 2022

Dear MOHAMMED

JUNAID M,

**Sub: Offer of Training and Employment**

This has reference to the selection process for employment opportunity at Cognitive Clouds Software Pvt Ltd.

We take pleasure in informing you that you have been selected for appointment in Cognitive Clouds as **Software Engineer** subject to the following terms and conditions.

Your Employment onboarding date would be shared with you based on your participation and achieving required milestones as per the training program calendar which will be shared upon acceptance of this offer.

The period of the Training Program is for 30 days. However, the exact duration and nature (Virtual) of the training programme may vary based on the track and specific requirements. Duration and nature of the training shall be communicated upon joining the program.

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Your Annual CTC is **INR 3 LPA (Rupees Three Lakhs per annum )**

If the above terms and conditions are acceptable, you may confirm your acceptance by digitally signing this offer within 3 days from the date of receipt of this mail and offer document.

For Cognitive clouds Software Private Limited,

**Santosh B R**  
**People Manager**

ACCEPTED:

Name: \_\_\_\_\_ ( In Capital Letters)

Signature: \_\_\_\_\_

This is an electronically generated letter and does not require a signature.



Date: 8th February 2022

Dear MOHAMMED

SAQIB,

**Sub: Offer of Training and Employment**

This has reference to the selection process for employment opportunity at Cognitive Clouds Software Pvt Ltd.

We take pleasure in informing you that you have been selected for appointment in Cognitive Clouds as **Software Engineer** subject to the following terms and conditions.

Your Employment onboarding date would be shared with you based on your participation and achieving required milestones as per the training program calendar which will be shared upon acceptance of this offer.

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Your Annual CTC is **INR 3 LPA (Rupees Three Lakhs per annum )**

If the above terms and conditions are acceptable, you may confirm your acceptance by digitally signing this offer within 3 days from the date of receipt of this mail and offer document.

For Cognitive clouds Software Private Limited,

**Santosh B R**  
**People Manager**

ACCEPTED:

Name: \_\_\_\_\_ ( In Capital Letters)

Signature: \_\_\_\_\_

This is an electronically generated letter and does not require a signature.

Date: 8th February 2022

Dear

MOHAMMEDSAIF

ZARRABI SHIRAZI,

**Sub:** Offer of Training and Employment

This has reference to the selection process for employment opportunity at Cognitive Clouds Software Pvt Ltd.

We take pleasure in informing you that you have been selected for appointment in Cognitive Clouds as **Software Engineer** subject to the following terms and conditions.

Your Employment onboarding date would be shared with you based on your participation and achieving required milestones as per the training program calendar which will be shared upon acceptance of this offer.

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Particulars	Monthly INR	Annual INR
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Medical Allowance	1,250.00	15,000.00
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If the above terms and conditions are acceptable, you may confirm your acceptance by digitally signing this offer within 3 days from the date of receipt of this mail and offer document.

For Cognitive clouds Software Private Limited,

**Santosh B R**  
**People Manager**

ACCEPTED:

Name: \_\_\_\_\_ ( In Capital Letters)

Signature: \_\_\_\_\_

This is an electronically generated letter and does not require a signature.

Date: 8th February 2022

Dear MULLA SHAINA

HUMAYION,

**Sub: Offer of Training and Employment**

This has reference to the selection process for employment opportunity at Cognitive Clouds Software Pvt Ltd.

We take pleasure in informing you that you have been selected for appointment in Cognitive Clouds as **Software Engineer** subject to the following terms and conditions.

Your Employment onboarding date would be shared with you based on your participation and achieving required milestones as per the training program calendar which will be shared upon acceptance of this offer.

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Special Allowance	4,950.00	59,400.00
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<b>Cost to Company ( CTC)</b>	25,000.00	300,000.00

Your Annual CTC is **INR 3 LPA (Rupees Three Lakhs per annum )**

If the above terms and conditions are acceptable, you may confirm your acceptance by digitally signing this offer within 3 days from the date of receipt of this mail and offer document.

For Cognitive clouds Software Private Limited,

**Santosh B R**  
**People Manager**

ACCEPTED:

Name: \_\_\_\_\_ ( In Capital Letters)

Signature: \_\_\_\_\_

This is an electronically generated letter and does not require a signature.



## OFFER LETTER

Dear RAHIL KHAN,

On behalf of Course5, it is our pleasure to confirm your selection for employment as “**Management - Trainee**”, in our **India** operations. We are very excited to extend this offer, and the opportunity it represents, with great confidence in your abilities.

We will be pleased to offer you on the following terms & conditions:

Designation : **Management -Trainee**

Total Cost to Company: **Rs. 4,00,000/- per annum**

Compensation: **As Detailed in Annexure I**

The company will make deductions as may be necessary as per Statutory compliance with State / Central tax laws.

Your Initial Posting will be at **Bangalore** However, your services are transferable to any other place or office of the Company or to any subsidiary or associate company; whether now existing or still to be formed. Such transfer / deputation will be in accordance with the company's rules being in force at the time. You are required to work from office on all 5 working days (Mon to Fri) for a period of 6 months from your date of joining , post which the schedule will be decided by the organization based on the requirements.

This letter will be followed by a background verification email and you will be required to share relevant documents as requested. Upon successful initiation of background verification, we will mail you a detailed offer letter before join us in July/August (Based Final Exams). It will include your date of joining, initial posting location and complete employment terms & conditions. Kindly consider this letter as an indicative offer, to begin with the on-boarding process.

Sincerely,  
Course5



**Annexure I**

<b>NAME:</b>	RAHIL KHAN		
<b>TITLE:</b>	Management - Trainee	<b>GRADE</b>	<b>P2</b>

<b>COMPONENTS – A</b>	<b>Limits</b>	<b>Per Month</b>	<b>Per Annum</b>
Basic		21,667	2,60,000
HRA		10,833	1,30,000
Executive Allowance		14,508	1,74,097
LTA - Maximum One Month Basic	21,667	1,806	21,667
Children Education Allowance	2,400	200	2,400
Lunch Coupon	18,000	1,500	18,000
Residential Telephone Reimbursement	-	-	-
PF (Employer's Contribution)		2,600	31,200
Gratuity		1,053	12,636
<b>Fixed Compensation</b>		<b>200,167</b>	<b>2,50,000</b>
Insurance		2,667	32,000
<b>STI</b>			<b>60,600</b>
<b>Total Compensation</b>			<b>4,00,000</b>

**Note:**

FBP Component can be Zero or Maximum provided in the each row of FBP section.  
FBP Component can be changed three times a year before December of each year as per finance guidelines



## OFFER LETTER

Dear RAJESH M,

On behalf of Course5, it is our pleasure to confirm your selection for employment as “**Management - Trainee**”, in our **India** operations. We are very excited to extend this offer, and the opportunity it represents, with great confidence in your abilities.

We will be pleased to offer you on the following terms & conditions:

Designation : **Management -Trainee**

Total Cost to Company: **Rs. 4,00,000/- per annum**

Compensation: **As Detailed in Annexure I**

The company will make deductions as may be necessary as per Statutory compliance with State / Central tax laws.

Your Initial Posting will be at **Bangalore** However, your services are transferable to any other place or office of the Company or to any subsidiary or associate company; whether now existing or still to be formed. Such transfer / deputation will be in accordance with the company's rules being in force at the time. You are required to work from office on all 5 working days (Mon to Fri) for a period of 6 months from your date of joining , post which the schedule will be decided by the organization based on the requirements.

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Sincerely,  
Course5

**Annexure I**

<b>NAME:</b>	RAJESH M		
<b>TITLE:</b>	Management - Trainee	<b>GRADE</b>	<b>P2</b>

COMPONENTS – A	Limits	Per Month	Per Annum
Basic		21,667	2,60,000
HRA		10,833	1,30,000
Executive Allowance		14,508	1,74,097
LTA - Maximum One Month Basic	21,667	1,806	21,667
Children Education Allowance	2,400	200	2,400
Lunch Coupon	18,000	1,500	18,000
Residential Telephone Reimbursement	-	-	-
PF (Employer's Contribution)		2,600	31,200
Gratuity		1,053	12,636
<b>Fixed Compensation</b>		<b>200,167</b>	<b>2,50,000</b>
Insurance		2,667	32,000
<b>STI</b>			<b>60,600</b>
<b>Total Compensation</b>			<b>4,00,000</b>

**Note:**

FBP Component can be Zero or Maximum provided in the each row of FBP section.  
 FBP Component can be changed three times a year before December of each year as per finance guidelines



## OFFER LETTER

Dear REBECA ISSAC E,

On behalf of Course5, it is our pleasure to confirm your selection for employment as “**Management - Trainee**”, in our **India** operations. We are very excited to extend this offer, and the opportunity it represents, with great confidence in your abilities.

We will be pleased to offer you on the following terms & conditions:

Designation : **Management -Trainee**

Total Cost to Company: **Rs. 4,00,000/- per annum**

Compensation: **As Detailed in Annexure I**

The company will make deductions as may be necessary as per Statutory compliance with State / Central tax laws.

Your Initial Posting will be at **Bangalore** However, your services are transferable to any other place or office of the Company or to any subsidiary or associate company; whether now existing or still to be formed. Such transfer / deputation will be in accordance with the company's rules being in force at the time. You are required to work from office on all 5 working days (Mon to Fri) for a period of 6 months from your date of joining , post which the schedule will be decided by the organization based on the requirements.

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Sincerely,  
Course5

**Annexure I**

<b>NAME:</b>	REBECA ISSAC E		
<b>TITLE:</b>	Management - Trainee	<b>GRADE</b>	<b>P2</b>

<b>COMPONENTS – A</b>	<b>Limits</b>	<b>Per Month</b>	<b>Per Annum</b>
Basic		21,667	2,60,000
HRA		10,833	1,30,000
Executive Allowance		14,508	1,74,097
LTA - Maximum One Month Basic	21,667	1,806	21,667
Children Education Allowance	2,400	200	2,400
Lunch Coupon	18,000	1,500	18,000
Residential Telephone Reimbursement	-	-	-
PF (Employer's Contribution)		2,600	31,200
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**Note:**

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## OFFER LETTER

Dear REHAN KHAN,

On behalf of Course5, it is our pleasure to confirm your selection for employment as “**Management - Trainee**”, in our **India** operations. We are very excited to extend this offer, and the opportunity it represents, with great confidence in your abilities.

We will be pleased to offer you on the following terms & conditions:

Designation : **Management -Trainee**

Total Cost to Company: **Rs. 4,00,000/- per annum**

Compensation: **As Detailed in Annexure I**

The company will make deductions as may be necessary as per Statutory compliance with State / Central tax laws.

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Sincerely,  
Course5

**Annexure I**

<b>NAME:</b>	REHAN KHAN		
<b>TITLE:</b>	Management - Trainee	<b>GRADE</b>	<b>P2</b>

COMPONENTS – A	Limits	Per Month	Per Annum
Basic		21,667	2,60,000
HRA		10,833	1,30,000
Executive Allowance		14,508	1,74,097
LTA - Maximum One Month Basic	21,667	1,806	21,667
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Lunch Coupon	18,000	1,500	18,000
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Gratuity		1,053	12,636
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<b>STI</b>			<b>60,600</b>
<b>Total Compensation</b>			<b>4,00,000</b>

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## OFFER LETTER

Dear ROHITH S,

On behalf of Course5, it is our pleasure to confirm your selection for employment as “**Management - Trainee**”, in our **India** operations. We are very excited to extend this offer, and the opportunity it represents, with great confidence in your abilities.

We will be pleased to offer you on the following terms & conditions:

Designation : **Management -Trainee**

Total Cost to Company: **Rs. 4,00,000/- per annum**

Compensation: **As Detailed in Annexure I**

The company will make deductions as may be necessary as per Statutory compliance with State / Central tax laws.

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Sincerely,  
Course5



**Annexure I**

<b>NAME:</b>	ROHITH S		
<b>TITLE:</b>	Management - Trainee	<b>GRADE</b>	<b>P2</b>

<b>COMPONENTS – A</b>	<b>Limits</b>	<b>Per Month</b>	<b>Per Annum</b>
Basic		21,667	2,60,000
HRA		10,833	1,30,000
Executive Allowance		14,508	1,74,097
LTA - Maximum One Month Basic	21,667	1,806	21,667
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<b>Total Compensation</b>			<b>4,00,000</b>

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## OFFER LETTER

Dear SANIYA KHANAM,

On behalf of Course5, it is our pleasure to confirm your selection for employment as “**Management - Trainee**”, in our **India** operations. We are very excited to extend this offer, and the opportunity it represents, with great confidence in your abilities.

We will be pleased to offer you on the following terms & conditions:

Designation : **Management -Trainee**

Total Cost to Company: **Rs. 4,00,000/- per annum**

Compensation: **As Detailed in Annexure I**

The company will make deductions as may be necessary as per Statutory compliance with State / Central tax laws.

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Sincerely,  
Course5

**Annexure I**

<b>NAME:</b>	SANIYA KHANAM	<b>GRADE</b>	<b>P2</b>
<b>TITLE:</b>	Management - Trainee		

COMPONENTS – A	Limits	Per Month	Per Annum
Basic		21,667	2,60,000
HRA		10,833	1,30,000
Executive Allowance		14,508	1,74,097
LTA - Maximum One Month Basic	21,667	1,806	21,667
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Insurance		2,667	32,000
<b>STI</b>			<b>60,600</b>
<b>Total Compensation</b>			<b>4,00,000</b>

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## OFFER LETTER

Dear SUJAN GOWDA N,

On behalf of Course5, it is our pleasure to confirm your selection for employment as “**Management - Trainee**”, in our **India** operations. We are very excited to extend this offer, and the opportunity it represents, with great confidence in your abilities.

We will be pleased to offer you on the following terms & conditions:

Designation : **Management -Trainee**

Total Cost to Company: **Rs. 4,00,000/- per annum**

Compensation: **As Detailed in Annexure I**

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Sincerely,  
Course5

**Annexure I**

<b>NAME:</b>	SUJAN GOWDA N		
<b>TITLE:</b>	Management - Trainee	<b>GRADE</b>	<b>P2</b>

COMPONENTS – A	Limits	Per Month	Per Annum
Basic		21,667	2,60,000
HRA		10,833	1,30,000
Executive Allowance		14,508	1,74,097
LTA - Maximum One Month Basic	21,667	1,806	21,667
Children Education Allowance	2,400	200	2,400
Lunch Coupon	18,000	1,500	18,000
Residential Telephone Reimbursement	-	-	-
PF (Employer's Contribution)		2,600	31,200
Gratuity		1,053	12,636
<b>Fixed Compensation</b>		<b>200,167</b>	<b>2,50,000</b>
Insurance		2,667	32,000
<b>STI</b>			<b>60,600</b>
<b>Total Compensation</b>			<b>4,00,000</b>

**Note:**

FBP Component can be Zero or Maximum provided in the each row of FBP section.  
 FBP Component can be changed three times a year before December of each year as per finance guidelines



## OFFER LETTER

Dear RAMYA N MESTHA,

On behalf of Course5, it is our pleasure to confirm your selection for employment as “**Management - Trainee**”, in our **India** operations. We are very excited to extend this offer, and the opportunity it represents, with great confidence in your abilities.

We will be pleased to offer you on the following terms & conditions:

Designation : **Management -Trainee**

Total Cost to Company: **Rs. 4,00,000/- per annum**

Compensation: **As Detailed in Annexure I**

The company will make deductions as may be necessary as per Statutory compliance with State / Central tax laws.

Your Initial Posting will be at **Bangalore** However, your services are transferable to any other place or office of the Company or to any subsidiary or associate company; whether now existing or still to be formed. Such transfer / deputation will be in accordance with the company's rules being in force at the time. You are required to work from office on all 5 working days (Mon to Fri) for a period of 6 months from your date of joining , post which the schedule will be decided by the organization based on the requirements.

This letter will be followed by a background verification email and you will be required to share relevant documents as requested. Upon successful initiation of background verification, we will mail you a detailed offer letter before join us in July/August (Based Final Exams). It will include your date of joining, initial posting location and complete employment terms & conditions. Kindly consider this letter as an indicative offer, to begin with the on-boarding process.

Sincerely,  
Course5

**Annexure I**

<b>NAME:</b>	RAMYA N MESTHA		
<b>TITLE:</b>	<b>Management - Trainee</b>	<b>GRADE</b>	<b>P2</b>

<b>COMPONENTS – A</b>	<b>Limits</b>	<b>Per Month</b>	<b>Per Annum</b>
Basic		21,667	2,60,000
HRA		10,833	1,30,000
Executive Allowance		14,508	1,74,097
LTA - Maximum One Month Basic	21,667	1,806	21,667
Children Education Allowance	2,400	200	2,400
Lunch Coupon	18,000	1,500	18,000
Residential Telephone Reimbursement	-	-	-
PF (Employer's Contribution)		2,600	31,200
Gratuity		1,053	12,636
<b>Fixed Compensation</b>		<b>200,167</b>	<b>2,50,000</b>
Insurance		2,667	32,000
<b>STI</b>			<b>60,600</b>
<b>Total Compensation</b>			<b>4,00,000</b>

**Note:**

FBP Component can be Zero or Maximum provided in the each row of FBP section.  
 FBP Component can be changed three times a year before December of each year as per finance guidelines



## OFFER LETTER

Dear RICHERD ANTONITA,

On behalf of Course5, it is our pleasure to confirm your selection for employment as “**Management - Trainee**”, in our **India** operations. We are very excited to extend this offer, and the opportunity it represents, with great confidence in your abilities.

We will be pleased to offer you on the following terms & conditions:

Designation : **Management -Trainee**

Total Cost to Company: **Rs. 4,00,000/- per annum**

Compensation: **As Detailed in Annexure I**

The company will make deductions as may be necessary as per Statutory compliance with State / Central tax laws.

Your Initial Posting will be at **Bangalore** However, your services are transferable to any other place or office of the Company or to any subsidiary or associate company; whether now existing or still to be formed. Such transfer / deputation will be in accordance with the company's rules being in force at the time. You are required to work from office on all 5 working days (Mon to Fri) for a period of 6 months from your date of joining , post which the schedule will be decided by the organization based on the requirements.

This letter will be followed by a background verification email and you will be required to share relevant documents as requested. Upon successful initiation of background verification, we will mail you a detailed offer letter before join us in July/August (Based Final Exams). It will include your date of joining, initial posting location and complete employment terms & conditions. Kindly consider this letter as an indicative offer, to begin with the on-boarding process.

Sincerely,  
Course5



**Annexure I**

<b>NAME:</b>	RICHERD ANTONITA	<b>GRADE</b>	<b>P2</b>
<b>TITLE:</b>	Management - Trainee		

<b>COMPONENTS – A</b>	<b>Limits</b>	<b>Per Month</b>	<b>Per Annum</b>
Basic		21,667	2,60,000
HRA		10,833	1,30,000
Executive Allowance		14,508	1,74,097
LTA - Maximum One Month Basic	21,667	1,806	21,667
Children Education Allowance	2,400	200	2,400
Lunch Coupon	18,000	1,500	18,000
Residential Telephone Reimbursement	-	-	-
PF (Employer's Contribution)		2,600	31,200
Gratuity		1,053	12,636
<b>Fixed Compensation</b>		<b>200,167</b>	<b>2,50,000</b>
Insurance		2,667	32,000
<b>STI</b>			<b>60,600</b>
<b>Total Compensation</b>			<b>4,00,000</b>

**Note:**

FBP Component can be Zero or Maximum provided in the each row of FBP section.  
FBP Component can be changed three times a year before December of each year as per finance guidelines



## OFFER LETTER

Dear RIZAM ABDULLA,

On behalf of Course5, it is our pleasure to confirm your selection for employment as “**Management - Trainee**”, in our **India** operations. We are very excited to extend this offer, and the opportunity it represents, with great confidence in your abilities.

We will be pleased to offer you on the following terms & conditions:

Designation : **Management -Trainee**

Total Cost to Company: **Rs. 4,00,000/- per annum**

Compensation: **As Detailed in Annexure I**

The company will make deductions as may be necessary as per Statutory compliance with State / Central tax laws.

Your Initial Posting will be at **Bangalore** However, your services are transferable to any other place or office of the Company or to any subsidiary or associate company; whether now existing or still to be formed. Such transfer / deputation will be in accordance with the company's rules being in force at the time. You are required to work from office on all 5 working days (Mon to Fri) for a period of 6 months from your date of joining , post which the schedule will be decided by the organization based on the requirements.

This letter will be followed by a background verification email and you will be required to share relevant documents as requested. Upon successful initiation of background verification, we will mail you a detailed offer letter before join us in July/August (Based Final Exams). It will include your date of joining, initial posting location and complete employment terms & conditions. Kindly consider this letter as an indicative offer, to begin with the on-boarding process.

Sincerely,  
Course5

**Annexure I**

<b>NAME:</b>	RIZAM ABDULLA		
<b>TITLE:</b>	Management - Trainee	<b>GRADE</b>	<b>P2</b>

COMPONENTS – A	Limits	Per Month	Per Annum
Basic		21,667	2,60,000
HRA		10,833	1,30,000
Executive Allowance		14,508	1,74,097
LTA - Maximum One Month Basic	21,667	1,806	21,667
Children Education Allowance	2,400	200	2,400
Lunch Coupon	18,000	1,500	18,000
Residential Telephone Reimbursement	-	-	-
PF (Employer's Contribution)		2,600	31,200
Gratuity		1,053	12,636
<b>Fixed Compensation</b>		<b>200,167</b>	<b>2,50,000</b>
Insurance		2,667	32,000
<b>STI</b>			<b>60,600</b>
<b>Total Compensation</b>			<b>4,00,000</b>

**Note:**

FBP Component can be Zero or Maximum provided in the each row of FBP section.  
 FBP Component can be changed three times a year before December of each year as per finance guidelines



## OFFER LETTER

Dear ROHIT KENNY REDDY J,

On behalf of Course5, it is our pleasure to confirm your selection for employment as “**Management - Trainee**”, in our **India** operations. We are very excited to extend this offer, and the opportunity it represents, with great confidence in your abilities.

We will be pleased to offer you on the following terms & conditions:

Designation : **Management -Trainee**

Total Cost to Company: **Rs. 4,00,000/- per annum**

Compensation: **As Detailed in Annexure I**

The company will make deductions as may be necessary as per Statutory compliance with State / Central tax laws.

Your Initial Posting will be at **Bangalore** However, your services are transferable to any other place or office of the Company or to any subsidiary or associate company; whether now existing or still to be formed. Such transfer / deputation will be in accordance with the company's rules being in force at the time. You are required to work from office on all 5 working days (Mon to Fri) for a period of 6 months from your date of joining , post which the schedule will be decided by the organization based on the requirements.

This letter will be followed by a background verification email and you will be required to share relevant documents as requested. Upon successful initiation of background verification, we will mail you a detailed offer letter before join us in July/August (Based Final Exams). It will include your date of joining, initial posting location and complete employment terms & conditions. Kindly consider this letter as an indicative offer, to begin with the on-boarding process.

Sincerely,  
Course5

**Annexure I**

<b>NAME:</b>	ROHIT KENNY REDDY J	<b>GRADE</b>	<b>P2</b>
<b>TITLE:</b>	Management - Trainee		

<b>COMPONENTS – A</b>	<b>Limits</b>	<b>Per Month</b>	<b>Per Annum</b>
Basic		21,667	2,60,000
HRA		10,833	1,30,000
Executive Allowance		14,508	1,74,097
LTA - Maximum One Month Basic	21,667	1,806	21,667
Children Education Allowance	2,400	200	2,400
Lunch Coupon	18,000	1,500	18,000
Residential Telephone Reimbursement	-	-	-
PF (Employer's Contribution)		2,600	31,200
Gratuity		1,053	12,636
<b>Fixed Compensation</b>		<b>200,167</b>	<b>2,50,000</b>
Insurance		2,667	32,000
<b>STI</b>			<b>60,600</b>
<b>Total Compensation</b>			<b>4,00,000</b>

**Note:**

FBP Component can be Zero or Maximum provided in the each row of FBP section.  
FBP Component can be changed three times a year before December of each year as per finance guidelines



## OFFER LETTER

Dear SAMRIN I,

On behalf of Course5, it is our pleasure to confirm your selection for employment as “**Management - Trainee**”, in our **India** operations. We are very excited to extend this offer, and the opportunity it represents, with great confidence in your abilities.

We will be pleased to offer you on the following terms & conditions:

Designation : **Management -Trainee**

Total Cost to Company: **Rs. 4,00,000/- per annum**

Compensation: **As Detailed in Annexure I**

The company will make deductions as may be necessary as per Statutory compliance with State / Central tax laws.

Your Initial Posting will be at **Bangalore** However, your services are transferable to any other place or office of the Company or to any subsidiary or associate company; whether now existing or still to be formed. Such transfer / deputation will be in accordance with the company's rules being in force at the time. You are required to work from office on all 5 working days (Mon to Fri) for a period of 6 months from your date of joining , post which the schedule will be decided by the organization based on the requirements.

This letter will be followed by a background verification email and you will be required to share relevant documents as requested. Upon successful initiation of background verification, we will mail you a detailed offer letter before join us in July/August (Based Final Exams). It will include your date of joining, initial posting location and complete employment terms & conditions. Kindly consider this letter as an indicative offer, to begin with the on-boarding process.

Sincerely,  
Course5

**Annexure I**

<b>NAME:</b>	SAMRIN I		
<b>TITLE:</b>	Management - Trainee	<b>GRADE</b>	<b>P2</b>

<b>COMPONENTS – A</b>	<b>Limits</b>	<b>Per Month</b>	<b>Per Annum</b>
Basic		21,667	2,60,000
HRA		10,833	1,30,000
Executive Allowance		14,508	1,74,097
LTA - Maximum One Month Basic	21,667	1,806	21,667
Children Education Allowance	2,400	200	2,400
Lunch Coupon	18,000	1,500	18,000
Residential Telephone Reimbursement	-	-	-
PF (Employer's Contribution)		2,600	31,200
Gratuity		1,053	12,636
<b>Fixed Compensation</b>		<b>200,167</b>	<b>2,50,000</b>
Insurance		2,667	32,000
<b>STI</b>			<b>60,600</b>
<b>Total Compensation</b>			<b>4,00,000</b>

**Note:**

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FBP Component can be changed three times a year before December of each year as per finance guidelines



## OFFER LETTER

Dear SUMANTH N JAIN,

On behalf of Course5, it is our pleasure to confirm your selection for employment as “**Management - Trainee**”, in our **India** operations. We are very excited to extend this offer, and the opportunity it represents, with great confidence in your abilities.

We will be pleased to offer you on the following terms & conditions:

Designation : **Management -Trainee**

Total Cost to Company: **Rs. 4,00,000/- per annum**

Compensation: **As Detailed in Annexure I**

The company will make deductions as may be necessary as per Statutory compliance with State / Central tax laws.

Your Initial Posting will be at **Bangalore** However, your services are transferable to any other place or office of the Company or to any subsidiary or associate company; whether now existing or still to be formed. Such transfer / deputation will be in accordance with the company's rules being in force at the time. You are required to work from office on all 5 working days (Mon to Fri) for a period of 6 months from your date of joining , post which the schedule will be decided by the organization based on the requirements.

This letter will be followed by a background verification email and you will be required to share relevant documents as requested. Upon successful initiation of background verification, we will mail you a detailed offer letter before join us in July/August (Based Final Exams). It will include your date of joining, initial posting location and complete employment terms & conditions. Kindly consider this letter as an indicative offer, to begin with the on-boarding process.

Sincerely,  
Course5



**Annexure I**

<b>NAME:</b>	SUMANTH N JAIN		
<b>TITLE:</b>	Management - Trainee	<b>GRADE</b>	<b>P2</b>

COMPONENTS – A	Limits	Per Month	Per Annum
Basic		21,667	2,60,000
HRA		10,833	1,30,000
Executive Allowance		14,508	1,74,097
LTA - Maximum One Month Basic	21,667	1,806	21,667
Children Education Allowance	2,400	200	2,400
Lunch Coupon	18,000	1,500	18,000
Residential Telephone Reimbursement	-	-	-
PF (Employer's Contribution)		2,600	31,200
Gratuity		1,053	12,636
<b>Fixed Compensation</b>		<b>200,167</b>	<b>2,50,000</b>
Insurance		2,667	32,000
<b>STI</b>			<b>60,600</b>
<b>Total Compensation</b>			<b>4,00,000</b>

**Note:**

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FBP Component can be changed three times a year before December of each year as per finance guidelines



## OFFER LETTER

Dear SYED AQUIB ALI,

On behalf of Course5, it is our pleasure to confirm your selection for employment as “**Management - Trainee**”, in our **India** operations. We are very excited to extend this offer, and the opportunity it represents, with great confidence in your abilities.

We will be pleased to offer you on the following terms & conditions:

Designation : **Management -Trainee**

Total Cost to Company: **Rs. 4,00,000/- per annum**

Compensation: **As Detailed in Annexure I**

The company will make deductions as may be necessary as per Statutory compliance with State / Central tax laws.

Your Initial Posting will be at **Bangalore** However, your services are transferable to any other place or office of the Company or to any subsidiary or associate company; whether now existing or still to be formed. Such transfer / deputation will be in accordance with the company's rules being in force at the time. You are required to work from office on all 5 working days (Mon to Fri) for a period of 6 months from your date of joining , post which the schedule will be decided by the organization based on the requirements.

This letter will be followed by a background verification email and you will be required to share relevant documents as requested. Upon successful initiation of background verification, we will mail you a detailed offer letter before join us in July/August (Based Final Exams). It will include your date of joining, initial posting location and complete employment terms & conditions. Kindly consider this letter as an indicative offer, to begin with the on-boarding process.

Sincerely,  
Course5

**Annexure I**

<b>NAME:</b>	SYED AQUIB ALI		
<b>TITLE:</b>	Management - Trainee	<b>GRADE</b>	<b>P2</b>

<b>COMPONENTS – A</b>	<b>Limits</b>	<b>Per Month</b>	<b>Per Annum</b>
Basic		21,667	2,60,000
HRA		10,833	1,30,000
Executive Allowance		14,508	1,74,097
LTA - Maximum One Month Basic	21,667	1,806	21,667
Children Education Allowance	2,400	200	2,400
Lunch Coupon	18,000	1,500	18,000
Residential Telephone Reimbursement	-	-	-
PF (Employer's Contribution)		2,600	31,200
Gratuity		1,053	12,636
<b>Fixed Compensation</b>		<b>200,167</b>	<b>2,50,000</b>
Insurance		2,667	32,000
<b>STI</b>			<b>60,600</b>
<b>Total Compensation</b>			<b>4,00,000</b>

**Note:**

FBP Component can be Zero or Maximum provided in the each row of FBP section.  
FBP Component can be changed three times a year before December of each year as per finance guidelines



## OFFER LETTER

Dear SYED RIDHWAN AHMED,

On behalf of Course5, it is our pleasure to confirm your selection for employment as “**Management - Trainee**”, in our **India** operations. We are very excited to extend this offer, and the opportunity it represents, with great confidence in your abilities.

We will be pleased to offer you on the following terms & conditions:

Designation : **Management -Trainee**

Total Cost to Company: **Rs. 4,00,000/- per annum**

Compensation: **As Detailed in Annexure I**

The company will make deductions as may be necessary as per Statutory compliance with State / Central tax laws.

Your Initial Posting will be at **Bangalore** However, your services are transferable to any other place or office of the Company or to any subsidiary or associate company; whether now existing or still to be formed. Such transfer / deputation will be in accordance with the company's rules being in force at the time. You are required to work from office on all 5 working days (Mon to Fri) for a period of 6 months from your date of joining , post which the schedule will be decided by the organization based on the requirements.

This letter will be followed by a background verification email and you will be required to share relevant documents as requested. Upon successful initiation of background verification, we will mail you a detailed offer letter before join us in July/August (Based Final Exams). It will include your date of joining, initial posting location and complete employment terms & conditions. Kindly consider this letter as an indicative offer, to begin with the on-boarding process.

Sincerely,  
Course5

**Annexure I**

<b>NAME:</b>	SYED RIDHWAN AHMED		
<b>TITLE:</b>	Management - Trainee	<b>GRADE</b>	<b>P2</b>

COMPONENTS – A	Limits	Per Month	Per Annum
Basic		21,667	2,60,000
HRA		10,833	1,30,000
Executive Allowance		14,508	1,74,097
LTA - Maximum One Month Basic	21,667	1,806	21,667
Children Education Allowance	2,400	200	2,400
Lunch Coupon	18,000	1,500	18,000
Residential Telephone Reimbursement	-	-	-
PF (Employer's Contribution)		2,600	31,200
Gratuity		1,053	12,636
<b>Fixed Compensation</b>		<b>200,167</b>	<b>2,50,000</b>
Insurance		2,667	32,000
<b>STI</b>			<b>60,600</b>
<b>Total Compensation</b>			<b>4,00,000</b>

**Note:**

FBP Component can be Zero or Maximum provided in the each row of FBP section.  
 FBP Component can be changed three times a year before December of each year as per finance guidelines



## OFFER LETTER

Dear SYED SHAHIDULLA,

On behalf of Course5, it is our pleasure to confirm your selection for employment as “**Management - Trainee**”, in our **India** operations. We are very excited to extend this offer, and the opportunity it represents, with great confidence in your abilities.

We will be pleased to offer you on the following terms & conditions:

Designation : **Management -Trainee**

Total Cost to Company: **Rs. 4,00,000/- per annum**

Compensation: **As Detailed in Annexure I**

The company will make deductions as may be necessary as per Statutory compliance with State / Central tax laws.

Your Initial Posting will be at **Bangalore** However, your services are transferable to any other place or office of the Company or to any subsidiary or associate company; whether now existing or still to be formed. Such transfer / deputation will be in accordance with the company's rules being in force at the time. You are required to work from office on all 5 working days (Mon to Fri) for a period of 6 months from your date of joining , post which the schedule will be decided by the organization based on the requirements.

This letter will be followed by a background verification email and you will be required to share relevant documents as requested. Upon successful initiation of background verification, we will mail you a detailed offer letter before join us in July/August (Based Final Exams). It will include your date of joining, initial posting location and complete employment terms & conditions. Kindly consider this letter as an indicative offer, to begin with the on-boarding process.

Sincerely,  
Course5

**Annexure I**

<b>NAME:</b>	SYED SHAHIDULLA	<b>GRADE</b>	<b>P2</b>
<b>TITLE:</b>	Management - Trainee		

<b>COMPONENTS – A</b>	<b>Limits</b>	<b>Per Month</b>	<b>Per Annum</b>
Basic		21,667	2,60,000
HRA		10,833	1,30,000
Executive Allowance		14,508	1,74,097
LTA - Maximum One Month Basic	21,667	1,806	21,667
Children Education Allowance	2,400	200	2,400
Lunch Coupon	18,000	1,500	18,000
Residential Telephone Reimbursement	-	-	-
PF (Employer's Contribution)		2,600	31,200
Gratuity		1,053	12,636
<b>Fixed Compensation</b>		<b>200,167</b>	<b>2,50,000</b>
Insurance		2,667	32,000
<b>STI</b>			<b>60,600</b>
<b>Total Compensation</b>			<b>4,00,000</b>

**Note:**

FBP Component can be Zero or Maximum provided in the each row of FBP section.  
FBP Component can be changed three times a year before December of each year as per finance guidelines



## OFFER LETTER

Dear T H SAI VARUN,

On behalf of Course5, it is our pleasure to confirm your selection for employment as “**Management - Trainee**”, in our **India** operations. We are very excited to extend this offer, and the opportunity it represents, with great confidence in your abilities.

We will be pleased to offer you on the following terms & conditions:

Designation : **Management -Trainee**

Total Cost to Company: **Rs. 4,00,000/- per annum**

Compensation: **As Detailed in Annexure I**

The company will make deductions as may be necessary as per Statutory compliance with State / Central tax laws.

Your Initial Posting will be at **Bangalore** However, your services are transferable to any other place or office of the Company or to any subsidiary or associate company; whether now existing or still to be formed. Such transfer / deputation will be in accordance with the company's rules being in force at the time. You are required to work from office on all 5 working days (Mon to Fri) for a period of 6 months from your date of joining , post which the schedule will be decided by the organization based on the requirements.

This letter will be followed by a background verification email and you will be required to share relevant documents as requested. Upon successful initiation of background verification, we will mail you a detailed offer letter before join us in July/August (Based Final Exams). It will include your date of joining, initial posting location and complete employment terms & conditions. Kindly consider this letter as an indicative offer, to begin with the on-boarding process.

Sincerely,  
Course5



**Annexure I**

<b>NAME:</b>	T H SAI VARUN		
<b>TITLE:</b>	Management - Trainee	<b>GRADE</b>	<b>P2</b>

COMPONENTS – A	Limits	Per Month	Per Annum
Basic		21,667	2,60,000
HRA		10,833	1,30,000
Executive Allowance		14,508	1,74,097
LTA - Maximum One Month Basic	21,667	1,806	21,667
Children Education Allowance	2,400	200	2,400
Lunch Coupon	18,000	1,500	18,000
Residential Telephone Reimbursement	-	-	-
PF (Employer's Contribution)		2,600	31,200
Gratuity		1,053	12,636
<b>Fixed Compensation</b>		<b>200,167</b>	<b>2,50,000</b>
Insurance		2,667	32,000
<b>STI</b>			<b>60,600</b>
<b>Total Compensation</b>			<b>4,00,000</b>

**Note:**

FBP Component can be Zero or Maximum provided in the each row of FBP section.  
 FBP Component can be changed three times a year before December of each year as per finance guidelines



## OFFER LETTER

Dear TEJAS KUMAR P,

On behalf of Course5, it is our pleasure to confirm your selection for employment as “**Management - Trainee**”, in our **India** operations. We are very excited to extend this offer, and the opportunity it represents, with great confidence in your abilities.

We will be pleased to offer you on the following terms & conditions:

Designation : **Management -Trainee**

Total Cost to Company: **Rs. 4,00,000/- per annum**

Compensation: **As Detailed in Annexure I**

The company will make deductions as may be necessary as per Statutory compliance with State / Central tax laws.

Your Initial Posting will be at **Bangalore** However, your services are transferable to any other place or office of the Company or to any subsidiary or associate company; whether now existing or still to be formed. Such transfer / deputation will be in accordance with the company's rules being in force at the time. You are required to work from office on all 5 working days (Mon to Fri) for a period of 6 months from your date of joining , post which the schedule will be decided by the organization based on the requirements.

This letter will be followed by a background verification email and you will be required to share relevant documents as requested. Upon successful initiation of background verification, we will mail you a detailed offer letter before join us in July/August (Based Final Exams). It will include your date of joining, initial posting location and complete employment terms & conditions. Kindly consider this letter as an indicative offer, to begin with the on-boarding process.

Sincerely,  
Course5

**Annexure I**

<b>NAME:</b>	TEJAS KUMAR P		
<b>TITLE:</b>	Management - Trainee	<b>GRADE</b>	<b>P2</b>

COMPONENTS – A	Limits	Per Month	Per Annum
Basic		21,667	2,60,000
HRA		10,833	1,30,000
Executive Allowance		14,508	1,74,097
LTA - Maximum One Month Basic	21,667	1,806	21,667
Children Education Allowance	2,400	200	2,400
Lunch Coupon	18,000	1,500	18,000
Residential Telephone Reimbursement	-	-	-
PF (Employer's Contribution)		2,600	31,200
Gratuity		1,053	12,636
<b>Fixed Compensation</b>		<b>200,167</b>	<b>2,50,000</b>
Insurance		2,667	32,000
<b>STI</b>			<b>60,600</b>
<b>Total Compensation</b>			<b>4,00,000</b>

**Note:**

FBP Component can be Zero or Maximum provided in the each row of FBP section.  
FBP Component can be changed three times a year before December of each year as per finance guidelines



## OFFER LETTER

Dear TEJASH M,

On behalf of Course5, it is our pleasure to confirm your selection for employment as “**Management - Trainee**”, in our **India** operations. We are very excited to extend this offer, and the opportunity it represents, with great confidence in your abilities.

We will be pleased to offer you on the following terms & conditions:

Designation : **Management -Trainee**

Total Cost to Company: **Rs. 4,00,000/- per annum**

Compensation: **As Detailed in Annexure I**

The company will make deductions as may be necessary as per Statutory compliance with State / Central tax laws.

Your Initial Posting will be at **Bangalore** However, your services are transferable to any other place or office of the Company or to any subsidiary or associate company; whether now existing or still to be formed. Such transfer / deputation will be in accordance with the company's rules being in force at the time. You are required to work from office on all 5 working days (Mon to Fri) for a period of 6 months from your date of joining , post which the schedule will be decided by the organization based on the requirements.

This letter will be followed by a background verification email and you will be required to share relevant documents as requested. Upon successful initiation of background verification, we will mail you a detailed offer letter before join us in July/August (Based Final Exams). It will include your date of joining, initial posting location and complete employment terms & conditions. Kindly consider this letter as an indicative offer, to begin with the on-boarding process.

Sincerely,  
Course5

**Annexure I**

<b>NAME:</b>	TEJASH M		
<b>TITLE:</b>	Management - Trainee	<b>GRADE</b>	<b>P2</b>

COMPONENTS – A	Limits	Per Month	Per Annum
Basic		21,667	2,60,000
HRA		10,833	1,30,000
Executive Allowance		14,508	1,74,097
LTA - Maximum One Month Basic	21,667	1,806	21,667
Children Education Allowance	2,400	200	2,400
Lunch Coupon	18,000	1,500	18,000
Residential Telephone Reimbursement	-	-	-
PF (Employer's Contribution)		2,600	31,200
Gratuity		1,053	12,636
<b>Fixed Compensation</b>		<b>200,167</b>	<b>2,50,000</b>
Insurance		2,667	32,000
<b>STI</b>			<b>60,600</b>
<b>Total Compensation</b>			<b>4,00,000</b>

**Note:**

FBP Component can be Zero or Maximum provided in the each row of FBP section.  
 FBP Component can be changed three times a year before December of each year as per finance guidelines

Covalensedigital

# Trainee Offer Letter

CDS/HR/TR/AL/2022-08

**Confidential**

**Date: 29<sup>th</sup> Aug 2022**

**Kushal R  
#9, D-1 S. G Palaya Layout ,  
Ramamoorthy Nagar,  
Karnataka 560016**

**Dear Kushal R,**

**Subject: Trainee Software Developer offer Letter.**

We are pleased to offer you for the position of **Trainee Software Developer** with **Covalense Digital Solutions Private Limited** ("Company"). Given below are the specific terms and conditions of our appointment. Your permanent work location will be Bengaluru. Please read this carefully, including your compensation details.

Your appointment as a "**Trainee Software Developer**" is effective from **03<sup>rd</sup> July 2023** at our Bangalore office.

1. You will be on an initial six (6) months training period from the effective date of your appointment, during which your role will be "Trainee Software Developer".
2. Your annual compensation is INR 3,00,000/- (Rupees Four Lakh Fifty Thousand Only/-).
3. The details of your compensation are given in Annexure – A annexed at the end of this appointment letter. Your performance will be continuously assessed during the training period. Upon your satisfactory performance, your appointment as "Associate Software Developer" will be confirmed effective 03<sup>rd</sup> Jan 2024
4. Your performance will thereafter be assessed upon completion of twelve (12) months on (Jul 2024) and annually thereafter. The results of your performance assessments shall be used to revise your annual compensation and role.
5. You confirm your willingness to get trained by the Company for an initial period of six (6) months conditional upon you agreeing to serve the Company subsequently for a minimum period of (24) twenty-four months from the date of completion of the initial six (6) months training period. This period of (24) twenty-four months shall be termed as "Compulsory Period". This period of two years and six months shall be termed as "Agreement Period". Agreement period starts from **03<sup>rd</sup> July 2023** to 03<sup>rd</sup> Jan 2026.
6. Company reserves the right to terminate your training immediately at any time without notice if your performance is found to be unsatisfactory or if you are found to be in breach of the terms you have executed with the Company.

Upon completion of your training period and during the term of your employment Company reserves the right to terminate the employment at any time without assigning any reason, by giving three (3) months' notice in writing or payment of three months gross salary in lieu of notice.

7. During your initial (6) six months' training period, you shall be entitled to six (6) days of casual leaves. Upon successfully completion of your training period, you shall be entitled to leaves as per the standard

- leave policy of the Company. Any leave balance standing to your credit for a period of six (6) months shall lapse.
8. Upon successful completion of the initial six (6) months training period, you shall become a full-time employee of the Company and be considered eligible to receive all the employee benefits applicable for full time employees of the Company.
  9. Please note that during the term of your employment with the Company, you may be requested to relocate to any other place in India or outside India and shall be transferred / seconded to any of the offices of the Company including its affiliates and subsidiaries, organizations with whom the Company has business transactions, whether is in existence today or is to be setup hereafter.
  10. You agree that in the process of recruiting and training you for the said position the Company has incurred expenses and costs being in the nature of advertisements, implementation of selection procedures, productive manhours for conducting the interviews, travel, training, infrastructure etc. In view of the same, in the event of your failure or default to serve for (30) thirty months from the date of joining the Company for any reason whatsoever, you shall be liable to pay to the Company compensation/damages equivalent to (12) twelve months of your last drawn salary.
  11. During the term of your employment with the Company, and for a period of twelve (12) months after your employment ceases to exist for any reason whether voluntary or involuntary, you shall not, without the prior written consent of the Company, directly or indirectly engage in any Competitive Activity (OR) activity that is in competition whether direct or indirect, with the business of the Company within the geographical territory of India nor will you engage, within this geographical territory, in the design, development, distribution, sale of a product or service in competition with any product or service being marketed or planned by the Company at such time, the plans, designs or specifications of which have been revealed to you as an employee.
  12. You hereby expressly agree to waive any objection to the validity of this covenant and acknowledge that these restrictions are reasonable and essential as to time, geographical territory and scope of activities to be restrained and that these limited restrictions do not impose a greater restraint than is necessary to protect the Company's goodwill, proprietary information and other business interests.
- "Competitive Activity" shall mean the prohibitions set forth in section 12 above provided, however, that notwithstanding anything contained elsewhere in this appointment letter to the contrary,
- "Competitive Activity" shall not include: -**
- a) the mere ownership of securities in any enterprise, company, firm or corporation and the exercise of rights appurtenant thereto, or;
  - b) participation in the management or performance of any business operations thereof other than in connection with the competitive operations of such enterprise, company, firm or corporation.

We wish you a successful career with the Company. You may contact the undersigned for any queries.

**Yours Truly**

**For Covalense Digital Solutions Private Limited**

DocuSigned by:  
  
63CF7536D44A4A1...  
**Akhil Kittur**  
**Manager - Human Resources**

**Signature of Employee**



## Annexure- A

***Compensation Package:***

Name	Kushal R	
Designation	Trainee Software Developer	
Department	Integration/Java	
Date of Joining	03 <sup>rd</sup> Jul 2023	
<b><u>Salary Structure:</u></b>	Monthly (INR)	Annual ( INR)
Basic	18,750.00	225,000.00
House Rent Allowance(HRA)	7,500.00	90,000.00
Statutory Bonus	1,562.50	18,750.00
Special Allowance	6,986.06	83,832.69
<b>GROSS SALARY (A)</b>	<b>24,798.56</b>	<b>217,582.69</b>

<b><u>Covalensedigital Contributions:</u></b>		
Employer Provident Fund	1,800.00	21,600.00
Gratuity	901.44	10,817.31
<b><u>Total Contributions (B)</u></b>	<b>1,701.44</b>	<b>22,417.31</b>

<b>Total Cost to The Company (A+B)</b>		<b>300,000.00</b>
----------------------------------------	--	-------------------

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**More information on the benefits and allowances:****Provident Fund:**

Under Provident Fund Scheme, employer will contribute 12% on 15000 or equivalent to employee contribution, whichever is lower, in addition to the employee contribution. Both Employer and Employee contributions are part of Total CTC

**Gratuity:**

Gratuity is a part of the total CTC. Benefits from the Gratuity contributions is available only on completion of 5 years continuous service with the Covalensedigital.

**Term Life Insurance:**

Covalensedigital covers its employees under a Term Insurance scheme which covers an unfortunate demise (Natural/Accidental) of an Employee and the coverage is up to 100% of Sum Insured. The Term Life Insurance is provided at no cost to the employee.

**Health Insurance:**

Covalensedigital covers its employees under Group Health Scheme for the benefit of the employee. This coverage includes employee, Spouse and 2 Children. The health insurance would be provided at no cost to the employee:

**Personal Accidental Insurance:**

Covalensedigital covers its employees under a Personal Accidental scheme which covers the accidental injuries of death of an Employee and the coverage is up to 100% of Sum Insured. The Personal Accidental Insurance is provided at no cost to the employee.



Covalense Digital Solutions Private Limited  
Venus Building, No. 1/2, Ground Floor  
Kalyanmantapa Road, Jakkasandra  
Koramangala, 1st Block Bangalore - 560 034  
Tel : +91 80 4642 0000  
Web : [www.covalensedigital.com](http://www.covalensedigital.com)  
GST : 29AAHCC4541Q1Z2

The Covalense digital logo is displayed in a large, white, sans-serif font against a dark blue background. Below the text, there are three overlapping, rounded, abstract shapes in shades of purple and red, creating a modern, geometric design.

# Covalense digital

Date – 26-Nov-2021

**Internship – Offer with Cyware Labs**

Dear Karthik G,

We are happy about the prospect of you, joining the Cyware Labs. We are in the process of creating a company that will be globally recognized as a leader in field of disruptive security innovation. To help us accomplish our objectives and continue our growth, we are recruiting a strong and aggressive team that is ready, willing and able to think outside the box, bring our offerings to market, ensure customer satisfaction and contribute to the overall growth of our organization.

Following are the details of your employment offer:

- **Internship Designation:** Software Development Engineer -Intern
- **Work Location:** Bangalore
- **Joining Date:** 03<sup>rd</sup> January 2022
- **Internship Period:** You will need to complete your internship for a period from 03<sup>rd</sup> January 2022 to 30 June 2022. Your performance will be reviewed as necessary by your manager. In case of failure to comply with any of the conditions, the internship offer will be revoked.
- **Full-Time Employment:** Your future anticipated compensation structure as a Full time Employee is attached herewith in Annexure A. Your full-time employment will be subject to your successful completion of the internship period which will be evaluated by your manager. All the payments made to you will be subject to applicable taxes before disbursement.
- **Probationary Period during Full-time Employment:** You will be on probation for a period of 90 days from the date of your full-time appointment. Your performance will be reviewed as necessary by your manager. If in the opinion of the Company you are found suitable in the appointed post, you will be confirmed.

**Internship Stipend**

Internship Stipend – **40,000 INR** per month.

\*-The candidate agrees to return to the company, the entire stipend paid during the internship period if he/she leaves the company before completion of one year from the original date of joining.

\*- All taxes will be deducted as per Indian taxation laws, if applicable.

**Full-time Employment Compensation**

Your compensation will comprise of the amount as given in Annexure A. All the payments made to you will be subject to applicable taxes before disbursement.

**Full-time Employment Benefits**

Full time employment benefits will also be applicable only after you complete successful internship with Cyware.

**Joining Bonus**

Joining bonus is a one-time payable component and is paid along with the salary after the successful completion of the probation period (90 days) from the date of joining. The employee agrees that upon the termination of his/her employment with the company before **24 months** from the date of joining for any reason whatsoever, the Company will be authorized to fully recover the Joining Bonus from the employee's salary or Full and Final Settlement, as applicable.

**Performance Review**

Your Compensation will be reviewed based on your performance as part of the Company's normal Compensation review process.

**Professional Contribution**

You agree, to the best of your ability and experience, that you will, at all times, loyally and conscientiously perform all of the duties and obligations required of you pursuant to the express and implicit terms of this Letter, and to the reasonable satisfaction of the Company. During the term of your employment, you further agree that you will devote all of your business time and attention to the business of the Company.

**Data confidentiality**

You will have access to database and other confidential and/ or proprietary information of the company during your employment with Cyware Labs India Pvt Ltd. The data/ information will include and will not be limited to any data owned

by the company, content, images, software, intellectual property developed or acquired by the company, etc. Under no circumstances can you download this data or take it out of the designated systems or premises or use it for any purpose other than that designated by the company.

In case you are found involved in data stealth or breach of data security norms of the company either directly or indirectly, the company reserves the rights to take actions, including legal actions on you.

### **Non-Compete**

Upon acceptance of this offer, you also agree that you will not render commercial or professional services of any nature to any person or organization, whether or not for compensation, without the prior written consent of the Company's management, and you will not directly or indirectly engage or participate in any business that is competitive in any manner with the business of the Company during your employment.

I look forward to your response and having you onboard to help Cyware Labs India Pvt Ltd to an exciting future.

### **Notice Period**

During the internship period, if the Employee decides to resign, he/she must give a prior written notice of **one (1) month** to the Company. The Company may at its sole discretion permit an early relieving to the intern.

During the probation period, post becoming a full-time employee, if the Employee decides to resign, he/she must give a prior written notice of **one (1) month** to the Company. The Company may at its sole discretion allow the Employee to leave the Company with a payment of **one (1) month's** salary in lieu of the notice period or waive all or any part of the notice period. Post the completion of the Probation period, if the Employee decides to resign from the Company at any time, he/she may do so by giving a prior written notice of **two (2) months** to the Company. Any resignation would have to be accepted by the Company to become effective. Once accepted, the resignation cannot be withdrawn by the Employee without the express consent of the Company.

**On Separation**

On acceptance of separation notice, you will immediately hand over to the company all company assets including laptop, correspondence, specifications, algorithms, processes, documents, data, market data, literature, drawings, effects or shall not make or retain any copies of these items, before you are relieved.

I look forward to your response and having you onboard to help Cyware Labs India Pvt Ltd to an exciting future.

With Best Wishes,



Prerna Kohli,  
Director Human Resources,  
**Cyware Labs India Private Ltd.**

## ANNEXURE A – FULL-TIME EMPLOYMENT COMPENSATION & BENEFITS STATEMENT

**Name:** Karthik G

**Full Time Designation:** Software Development Engineer – Intern

Salary Break up	Monthly	Annual
Basic	37,500	450,000
HRA	15,000	180,000
Conveyance Allowance	1,600	19,200
Medical Allowance	1,250	15,000
Food Allowance	2,200	26,400
Spl Allowance	2,250	27,000
Employer PF Contribution	4,500	54,000
Employee PF Contribution	4,500	54,000
LTA	5,000	60,000
Telephone	1,200	14,400
<b>Gross</b>	<b>75,000</b>	<b>9,00,000</b>
<b>Annual Pay</b>		
Annual pay : To be paid upon 12 months of completion at Cyware		1,00,000
<b>Total CTC</b>		<b>10,00,000</b>
<b>Other Benefits</b>		
Joining Bonus to be paid post successful completion of Probation Period <b>(90 Days)</b> via monthly payroll cycle.		1,00,000
Gratuity (Will be paid based on the provision of Gratuity Act) The payment may vary based on your current basic at the time of the payout and your eligibility as per the Gratuity act		21,635
<b>Overall CTC</b>		<b>11,21,635</b>
<b>Stocks</b>		
<b>500 stocks of Cyware Labs Inc USA.</b> - 25% of the Stock Options shall be vested on the date that is twelve (12) months after the Date of Option Grant and thereafter thirteenth month onwards 6.25% of stock options shall be vested every quarter until 100% of them are vested at the end of 48th month from the Date of Option Grant. - These stock options will be allotted after completion of the probation period.		

*“The offer of full-time employment is subject to approval based on the candidate’s performance during the internship period”*



**One-time Relocation Reimbursement:**

- As part of your offer with us, we are extending you a **One-time Relocation Reimbursement of INR 25000/-** so that you can Self-manage your **Travel & Accommodation** (Including transfers and any travel means that you may choose - Air/ Train/ By Road).
- This reimbursement is applicable for **90 days period** from the **Date of Joining** and one must submit the actual expenses to claim the reimbursement and submit all Bills.
- This expense can include your family member, who may want to accompany you to help in settling at Bangalore.

**Note:** Relocation reimbursement is recovered as per the Claim amount, in case you leave the company with in **18 months** from your **Date of joining**.

\*-All taxes will be deducted as per Indian taxation laws.

### **Full-Time Employment Flexible Benefits Plan**

Cyware provides several benefits to its full-time employees. These benefits will be available to interns only after their employment is confirmed by the company after the completion of their internship tenure.

**Broadband Reimbursement:** Cyware provides all its employees broadband reimbursement of up to Rs.1000 every month or as per actual whichever is lessor, on submission of bills.

**Vaccination Reimbursement:** Cyware provides vaccination expenses reimbursements upon successful completion of both the Jabs.

**Company Provided Meals:** Cyware provides fully paid company meals to its employees at Bangalore office. All employees are eligible for meals including Breakfast, Lunch, Evening Snacks, and Dinner. The workplace also has an inhouse free pantry with access to unlimited beverages and snacks throughout the working hours.

**Referral Bonus:** Employee referral bonus of up to Rs 50,000 is paid to any employee who refers an applicant based on the hiring campaign announced by the Hiring team.

**Education Reimbursement:** Cyware reimburses all educational courses (online included), certifications, and attendance at relevant conferences undertaken by its full-time employees up to an amount of Rs 10,000 each year. The courses and certifications undertaken by an employee must be related to his/her role in Cyware for being eligible for reimbursement and should be pre-approved by his/her manager. The course fee is recovered in case an employee resigns within 6 months of taking the education reimbursement.

**Performance-based ESOPs:** Full-time employees at Cyware are recognized for their company-wide performance and given Performance Based ESOPs. Employees have to meet certain criteria before they become eligible for such stocks.

*25% of the Employee Stock Options shall be vested on the date that is twelve (12) months after the Date of Option Grant and thereafter thirteenth month onwards 6.25% of stock options shall be vested every quarter until 100% of them are vested at the end of 48th month from the Date of Option Grant.- 25% of the Stock Options shall be vested on the date that is twelve (12) months after the Date of Option Grant and thereafter thirteenth month onwards 6.25% of stock options shall be vested every quarter until 100% of them are vested at the end of 48th month from the Date of Option Grant.*

**Cab Reimbursement:** All full-time employees at Cyware who leave office after 11.00 pm are eligible for full reimbursement of their cab fare from office to home. The employees are eligible for reimbursement, only if the stay in the office post 11.00 pm is due to official work.

**Creche Reimbursement:** If you are a regular full-time employee at Cyware, you are eligible to receive childcare reimbursement of Rs 5000 per month on submission of the actual bill. The expense incurred should be on or after your date of joining.

Should you have any questions in respect of the content of this letter, please do not hesitate to contact the Human Resources Department.

### **ACCEPTANCE**

I have read, understood and accepted the terms and conditions of the above Offer Letter including the compensation package relating to my services and employment with Cyware Labs India Private Ltd.

As a token of acceptance I am confirming the offer acceptance, to the Cyware HR team via email.

## OFFER LETTER

Dear DARISHA KHARMIH,

Subsequent to your meetings with Go Digit General Insurance Limited, we are pleased to make an offer of employment on the following terms and conditions:

- 1.1 You shall be appointed to the position of **Graduate Trainee Engineer – Analytics and Data Science**.
- 1.2 As an employee of the Organisation, your Gross Annual Compensation (Cost to Company) will be **Rs. 500000/-** (Rupees Four Lac Fifty Thousand Only).
- 1.3 Your Gross Annual Compensation will include a performance-linked variable of **11.00%** subject to achievement of pre-defined targets.
- 1.4 All terms and conditions of your employment, including the code of conduct, will be in accordance with the Company's policies and procedures and the Employment Agreement.
- 1.5 The Trainee Program will be for a period of **1 year** from your date of joining.
- 1.6 Your employment will also be dependent upon completion of your Graduation / Post Graduation as per the training programme.
- 1.7 Your employment with the Company is subject to:
  - (a) The accuracy of the testimonials and information provided by you; and,
  - (b) You being free from any contractual restrictions preventing you from accepting this offer and will return receipt of acceptance of this offer within 5 workings days.
- 1.8 At any time, the contract may be terminated by either party by giving 90 days' notice in writing. Go Digit General Insurance reserves the right to payment of salary in lieu of the notice period.
- 1.9 We are glad that you have accepted our offer. In order to confirm your joining, you would be required to submit a proof of your resignation from your current company



BACKED BY FAIRFAX

within 7 days of receipt of this offer letter. In case of failure to submit the same within the stipulated time period, the company reserves a right to withdraw this offer.

On the day of your joining kindly bring photocopies of your certificates (all education qualifications, address proof, Pan card copy, ID proof, all previous employers' certificates, Form 16, Last employer's salary slip of last 3 months, relieving Letter from last employer), along with four passport size photographs.

This offer is being issued subject to successful verification of all your documents submitted. As a token of your acceptance of our offer and the terms of this letter, please sign in the space provided below and return the same to us. We are excited at the prospect of having you join us and look forward to a rewarding association.

**Annexure A**  
**Compensation Entitlement Sheet**

	Monthly	Annual
Basic Salary	11,667	140,000
HRA	4,667	56,000
Education Allowance	200	2,400
LTA	972	11,662
Statutory Bonus	972	11,662
Special Allowance	12,495	149,942
<b>Gross Salary</b>	<b>30,972</b>	<b>371,666</b>
<u>Employer Contributions</u>		
EPF	1,800	21,600
ESI	0	0
Gratuity	561	6,734
<b>Fixed Compensation</b>	<b>33,333</b>	<b>400,000</b>
<b>Variable Pay</b>		<b>50000</b>
<b>Annual Cost to Company</b>		<b>450,000</b>

**Deductions:**

EPF	1,800	21,600
ESIC	0	0
PT Deduction	200	2,500
<b>Net Pay</b>	<b>28,972</b>	<b>500000</b>

\*TDS deduction is subject to taxable income.

\*\*If your Annual Compensation includes a performance-linked variable then the payment will be subject to achievement of predefined targets. Variable pay shall be paid depending upon the performance of the employee and as per the company policies. Employee who has resigned or is serving his/her notice period, as on the date of payment, will not be eligible for payment of variable pay.

\*\*\* Eligibility for increment shall be depending upon the performance of the employee and as per company policies. Employee who has resigned or is serving his/her notice period will not be eligible for increment.

Sincerely,

**For Go Digit General Insurance Limited**



**Amrit Jaidka Arora**  
**CHRO**

**Vibhanshu Patel**



Dear **Deepika S,**

On behalf of Nightingales Medical Trust, it is our pleasure to confirm your selection for employment as “**Trainee**”, in our **India** operations. We are very excited to extend this offer, and the opportunity it represents, with great confidence in your abilities.

We will be pleased to offer you on the following terms & conditions:

Designation : **Trainee**

Total Cost to Company: **Rs. 3,00,000/- per annum**

Compensation: **As Detailed in Annexure I**

The company will make deductions as may be necessary as per Statutory compliance with State / Central tax laws.

Your Initial Posting will be at **Bangalore** However, your services are transferable to any other place or office of the Company or to any subsidiary or associate company; whether now existing or still to be formed. Such transfer / deputation will be in accordance with the company’s rules being in force at the time. You are required to work from office on all 5 working days (Mon to Fri) for a period of 6 months from your date of joining , post which the schedule will be decided by the organization based on the requirements.

This letter will be followed by a background verification email and you will be required to share relevant documents as requested. Upon successful initiation of background verification, we will mail you a detailed offer letter before join us in July/August (Based Final Exams). It will include your date of joining, initial posting location and complete employment terms & conditions. Kindly consider this letter as an indicative offer, to begin with the on-boarding process.

Sincerely,  
Nightingales Medical Trust



**Annexure I**

<b>NAME:</b>	Deepika S	<b>GRADE</b>	<b>P2</b>
<b>TITLE:</b>	<b>Software Engineer Trainee</b>		

<b>COMPONENTS - A</b>	<b>Limits</b>	<b>Per Month</b>	<b>Per Annum</b>
Basic		21,667	2,60,000
HRA		10,833	1,30,000
Executive Allowance		14,508	1,74,097
LTA - Maximum One Month Basic	21,667	1,806	21,667
Children Education Allowance	2,400	200	2,400
Lunch Coupon	18,000	1,500	18,000
Residential Telephone Reimbursement	-	-	-
PF (Employer's Contribution)		2,600	31,200
Gratuity		1,053	12,636
<b>Fixed Compensation</b>		<b>54,167</b>	<b>1,50,000</b>
Insurance		2,667	32,000
<b>STI</b>			<b>35,600</b>
<b>Total Compensation</b>			<b>3,00,000</b>

**Note:**

FBP Component can be Zero or Maximum provided in the each row of FBP section.  
FBP Component can be changed three times a year before December of each year as per finance guidelines

**DEBANJAN PAL**

Dear **DEBANJAN PAL**

On behalf of CAI Info India Private Ltd., I would like to reconfirm our verbal offer of employment as a **"Jr. Software Engineer"** for an annual CTC of Rs. 3,00,000.00 (Rupees three lakhs thirty thousand) beginning on your anticipated start date, Monday, February 05, 2024. This will be paid to you monthly at the end of each month in increments of Rs. 25,000.00 (gross monthly CTC).

Special Clauses:

- During the period of your employment, the Company may at any time assign or transfer you to any location in the world where the Company/its clients has its establishment. In such an event, you shall be entitled to allowances in accordance with the policies of the Company.
- If you do not have an existing account with ICICI Bank, you will be required to establish one within 2 weeks of your first pay.
- You shall be considered for the next financial review in 2025.

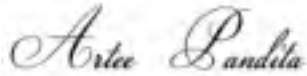
You are required to bring the following documents at the time of reporting for employment: -

- Last updated resume
- Latest passport size photograph
- A copy of Educational Certificates for all years of education and mark cards -
- Copy of passport
- Form 16

Please sign the bottom portion of this letter indicating your acceptance of this position and return the same immediately. You will be issued an appointment letter upon your acceptance of this offer letter.

Thank You and Welcome.

Yours Truly, Accepted By:



**Artee Pandita** \_\_\_\_\_  
**Director-Human Resources**

Divyasree Towers, Floor 5, Guruppanapalya  
Bannerghatta Main Road, Bangalore-560029  
[www.cai.io](http://www.cai.io) [inquire@cai.io](mailto:inquire@cai.io)

Detailed CTC Breakdown:

Description	Monthly	Yearly
Basic	INR 13,750.00	INR 1,65,000.00
HRA	INR 5,500.00	INR 66,000.00
Conveyance	INR 300.00	INR 3,600.00
Medical Allowance	INR 700.00	INR 8,400.00
Statutory Bonus	INR 2,500.00	INR 30,000.00
Provident Fund	INR 3,300.00	INR 39,600.00
Gratuity	INR 661.38	INR 7,936.50
Special Allowance	INR 788.63	INR 9,463.50
<b>Total</b>	<b>INR 25,000.00</b>	<b>INR 3,00,000.00</b>

Accepted By:

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Divyasree Towers, Floor 5, Guruppanapalya  
Bannerghatta Main Road, Bangalore-560029  
[www.cai.io](http://www.cai.io) [inquire@cai.io](mailto:inquire@cai.io)

**CAI Info India Private Limited**

080 -45340400



**Offer: Computer Consultancy**

**Ref: TCSL/DT20228278620/Bangalore**

**Date: 8/9/2022**

Dear Deepak Kumar

**Sub: Letter of Offer**

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade **Y**. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be **375000/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year. Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &



Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

## **COMPENSATION AND BENEFITS**

### **BASIC SALARY**

You will be eligible for a basic salary of `14,784/- per month.

### **BOUQUET OF BENEFITS (BoB)**

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

#### **1. House Rent Allowance (HRA)**

Your HRA will be `5,914/- per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

#### **2. Leave Travel Allowance**

You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

#### **3. Food Card**

You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias. As per the Pre-Defined structure you will be eligible for a Food Card with an amount of `500/- being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.



## **PERFORMANCE PAY**

### **Monthly Performance Pay**

You will receive a monthly performance pay of `1,700/-. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

### **Quarterly Variable Allowance**

Your variable allowance will be `600/- per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

## **CITY ALLOWANCE**

You will be eligible for a City Allowance of `200/- per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

## **XPLORE/ LEARNING INCENTIVES**

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

## **OTHER BENEFITS**

### **Health Insurance Scheme**

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:



## **1. Basic Cover**

i. Entitlement - Includes domiciliary expenses up to `6,000/- per insured person per annum and basic hospitalization expenses up to `2,00,000/- per insured person per annum.

ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

## **2. Higher Hospitalisation**

Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

i. Entitlement - You and your enrolled dependants will be entitled for `12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

## **Maternity Leave**

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother, may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

## **Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)**

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of `250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

## **Loans**

You will be eligible for loans, as per TCSL's loan policy.

## **Professional Memberships**

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.





## **RETIRALS**

### **Provident Fund**

You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

### **Gratuity**

You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

## **TERMS AND CONDITIONS**

### **1. Aggregate Percentage Requirements**

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

### **2. Pre requisites for Joining**

To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.



### **3. Training Period**

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

### **4. Working Hours**

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

### **5. Mobility**

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

### **6. Compensation Structure / Salary components**

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

### **7. Increments and Promotions**

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

### **8. Alternative Occupation / Employment**

Either during the period of your traineeship or during the period of your employment as a



confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

## **9. Confidentiality Agreement**

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

## **10. Service Agreement**

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL `50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

## **11. Work in SBWS mode**

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.

## **12. Overseas International Assignment Agreement**

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related



documents pertaining to the international assignment for which you are being placed. In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

### **13. Terms and Conditions**

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

### **14. TATA Code of Conduct**

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

### **15. Notice Period**

Upon your confirmation, this contract of employment is terminable by you by giving 90 days notice in writing to TCSL. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion.

Upon your confirmation, this contract of employment may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

It is understood, agreed and made abundantly clear herein that you shall have to necessarily work during the notice period given by TCSL under this clause, unless you are otherwise relieved by TCSL by giving you payment in lieu of notice.

Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by it at its own discretion having regard to the responsibilities shouldered by you while being in the employment of TCS.

### **16. Retirement**

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

### **17. Pre-employment Medical Certificate**

You are required to submit a Medical Certificate of Fitness (in the format prescribed by





TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

## 18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

## 19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining. If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

## 20. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)



- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :

\*There is no criminal offence registered/pending against you

\*There is no disciplinary case pending against you in the university

- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

\*PAN Card (Permanent Account Number)

\*Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)

\*Passport

\*NSR E-Card

## **21. TCS Xperience Program**

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

## **22. Letter of Appointment**

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

## **23. Rules and Regulations of the Company**

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from



time to time. The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

#### **24. Compliance to all clauses**

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

#### **25. Data Privacy Clause:**

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of overseas deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

**Withdrawal of Offer**

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

**For TATA Consultancy Services Limited**

**Girish V. Nandimath**  
**Global Head Talent Acquisition & AIP**



[Click here](#) or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary  
Annexure 2: List of TCS Xplore Centres  
Annexure 3: Confidentiality and IP Terms





## GROSS SALARY SHEET

Annexure 1

<b>Name</b>	<b>Deepak Kumar</b>
<b>Designation</b>	<b>Assistant System Engineer-Trainee</b>
<b>Institute Name</b>	<b>Others</b>

Table 1: Compensation Details (All Components in INR)

<b>Component Category</b>	<b>Monthly</b>	<b>Annual</b>
<b>1) Fixed Compensation</b>		
Basic Salary	14,784	1,77,408
Bouquet Of Benefits #	7,646	91,752
<b>2) Performance Pay**</b>		
Monthly Performance Pay	1,700	20,400
Quarterly Variable Allowance*	600	7,200
<b>3) City Allowance</b>	200	2,400
<b>4) Annual Components/Retirals</b>		
Health Insurance***	NA	7,900
Provident Fund	1,774	21,289
Gratuity	711	8,533
Total of Annual Components & Retirals	2,485	37,722
<b>TOTAL GROSS</b>	<b>27,415</b>	<b>375000</b>
<b>Xplore/ Learning Incentive****</b>		<b>Upto 60,000</b>

# Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

\* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

\*\*The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

\*\*\* For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

\*\*\*\* Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

<b>Component Category</b>	<b>Monthly</b>	<b>Annual</b>
House Rent Allowance	5,914	70,968
Leave Travel Assistance	1,232	14,784
Food Card	500	6,000
<b>GROSS BOUQUET OF BENEFITS</b>	<b>7,646</b>	<b>91,752</b>



## Annexure

<b>Ahmedabad</b> TCS XP HR Lead Tata Consultancy Services, Garima Park, IT/ITES SEZ, Plot # 41, Gandhinagar - 382007	<b>Bangalore</b> TCS XP HR Lead Tata Consultancy Services, Gate 1, No 42, Think campus, Electronic City phase II, Bangalore - 560100, Karnataka
<b>BUBANESHWAR</b> TCS XP HR Lead Tata Consultancy Services, Training Lab Venue: Barabati, IRC Block, Ground Floor, Tata Consultancy Services Limited, (UNIT-II) - BARBATI SEZ, IT/ITES - SPECIAL ECONOMIC ZONE (SEZ), PLOT NO. 35, CHANDAKA INDUSTRIAL ESTATE, PATIA, Bhubaneswar - 751024	<b>Chennai</b> TCS XP HR Lead Tata Consultancy Services, 415/21-24, Kumaran Nagar, Old Mahabalipuram Rd, TNHB, Sholinganallur, Chennai, Tamil Nadu 600119
<b>DELHI – Gurgaon</b> TCS XP HR Lead Tata Consultancy Services, Block C, Kings Canyon, ASF Insignia, Gurgaon - Faridabad Road, Gawal Pahari, Gurgaon - 122003, Haryana	<b>DELHI – Noida</b> TCS XP HR Lead Tata Consultancy Services, Plot No. A-44 & A-45, Ground, 1st to 5th Floor & 10th floor, Galaxy Business Park, Block - C & D, Sector - 62, Noida - 201 309, UP
<b>Guwahati</b> TCS XP HR Lead Tata Consultancy Services, 5th Floor, NEDFi House, G.S. Road, Dispur, Guwahati - 781006, Assam	<b>Hyderabad</b> TCS XP HR Lead Tata Consultancy Services, Q City, Nanakramguda, Hyderabad
<b>INDORE</b> TCS XP HR Lead Tata Consultancy Services, IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor, Village Tigariya Badshah & Bada Bangarde, Tehsil Hatod, Indore - 452018, Madhya Pradesh	<b>KOLKATA</b> TCS XP HR Lead Tata Consultancy Services Limited, Ecospace 1B building, 2nd Floor, Plot - IIF/12, New Town, Rajarhat, Kolkata - 700160, West Bengal OR Auditorium, 2nd Floor, Wanderers Building, Delta Park - Lords
<b>KOCHI</b> TCS XP HR Lead Tata Consultancy Services, TCS centre, Infopark Road Infopark Campus, Infopark, Kakkanad, Kerala 682042	<b>MUMBAI</b> TCS XP HR Lead Tata Consultancy Services, Yantra Park, Pokharan Road Number 2, TCS Approach Rd, Thane, West, Thane, Maharashtra 400606
<b>NAGPUR</b> TCS XP HR Lead Tata Consultancy Services Limited, Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,	<b>PUNE</b> TCS XP HR Lead Tata Consultancy Services, Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park, Hinjewadi Phase III, Pune - 411057, Maharashtra
<b>Trivandrum</b> TCS XP HR Lead Tata Consultancy Services, Peepul Park, Technopark Campus, Kariyavattom P.O, Trivandrum - 695581, India	



## Annexure

### Confidentiality and IP Terms and Conditions

#### 1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.



## **2. Associate's Obligations**

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

## **3. Intellectual Property Rights**

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filing or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.





#### **4. Prior knowledge**

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

#### **5. Use of third party material**

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

#### **6. Security policies and Guidelines.**

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

#### **7. Working in SBWS Framework:**

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.



(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

## **8. Restriction on Associate's Rights**

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

## **9. No License**

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.



## 10. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

## 11. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay or omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.



(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.





## Welcome to Wipro's Work Integrated Learning Program ("WILP")

**Work Integrated Learning Programme**  
**Wipro Limited, Dodda Kannelli**  
**Sarjapur Road, Bengaluru - 560 035.**  
**Phone: (080) 28440011/12, Fax: (080) 28440256**

Dear Deepika V,

### **Sub: Enrolment letter to Wipro's Work Integrated Learning Program ("WILP") as Scholar Trainee – Work Integrated Learning Program**

Welcome to WILP!

With reference to your application, it is our pleasure to enroll you as a Scholar Trainee – Work Integrated Learning Program. This is a scholarship program customized as a robust academic and training program which will enable you to obtain M-Tech degree from one of the premier engineering institution / University in India.

The duration of the academic program shall be 48 months from the **date of enrolment to the academic program**. You will be enrolled into the academic program within 12 months from date of joining. Your date of joining will be intimated through a separate communication.

We hope you enjoy the learning with WILP and have an enriching experience being a part of Wipro Limited ("Wipro or "Company").

Please read through the terms and conditions of your enrolment as provided below.

We look forward to having a long and fruitful relationship with you at WILP, Wish you all the best!

Yours sincerely,  
For **Wipro Limited**,

**Aparna Shailen**  
**General Manager - Human Resources**

#### **Endorsement**

I accept the enrolment and the terms and conditions thereof as specified below. I shall report for undergoing study on

#### **Terms & Conditions of Scholarship**

##### **1. PROFILE:**

You have been selected to be a part of Wipro's WILP and are enrolled as a Scholar Trainee- Work Integrated Learning Program. Upon joining WILP, you will have to undergo a "Project Readiness Program" ('PRP') that prepares you to participate in projects at the Company as part of this learning program. This robust academic program will also enable you to obtain **M-Tech degree from one of the premier engineering Institution / University** upon successful completion of the course.

##### **2. DURATION:**

The duration of your academic program will be for a period of 48 months from the date of enrolment to the academic program. You will be enrolled into the academic program within 12 months from date of joining. Unless the Company extends the period of your study in writing, which is done solely at the discretion of the Company, your enrolment would automatically terminate at the end of the stated 48 months.

In case the Company extends the academic period (in writing) you will continue to be enrolled as a Scholar Trainee – Work Integrated Learning Program with WILP.

### 3. Appointment details:

We provide support to our global customers through various Company locations in India to suit customer requirements by operating 24x7. You would be operating from any of these locations and in any of the shifts, including night shift, as may be decided by the Company, keeping in mind the business needs and deliverables to customers.

### 4. Scholarship/Stipend and Benefits

During your period of enrolment, you would be entitled to a consolidated monthly scholarship.

Apart from the monthly scholarship, the Company will provide you with life & accidental insurance that would include a cover for you, the premium / cost will be taken care of by Wipro. This is a voluntary benefit offered by the Company and the details of the same are listed below.

- i. A Group Personal Accident Insurance (GPAI) coverage of **Rs.12,00,000/-**. You could also choose to get additional coverage for a nominal and highly negotiated premium. More details on the policy are available in My Policies section in myWipro, the HR portal at Wipro.
- ii. Group Life Insurance coverage of **Rs.14, 00,000/-**. This sum insured is inclusive of cover as per EDLI (Employee Deposit Linked Insurance). You can also get an extra coverage for a nominal and highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

In addition to the above, you are also eligible for medical insurance cover towards hospitalization.

You are eligible for a floater coverage of Rs.2,00,000/- per annum for family (self, spouse & children) towards hospitalization. There will be a deduction from your monthly scholarship/stipend depending on your marital/family status towards the base sum insured premium. 10% of the claim amount would need to be borne by the employee/Scholar trainee.

Base Medical insurance is to be availed by the employee as default. It is accounted for in deductions as a nominal monthly charge. Top-Up cover is voluntary and charged as applicable during renewal timelines.

If you wish to enhance the coverage, a top up cover option is also available for a highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

The below table lists down your scholarship details:

Period	Scholarship	ESI	Consolidated Scholarship (Rs. Per Month)
First year	15000	488	15,488/- (*)
Second year	17000	553	17,553/- (*)
Third year	19000	618	19,618/- (*)
Fourth year	23000	0	23,000/- (*)

(\*) You shall be responsible for payment of all statutory contributions, taxes, dues and levies as may be required under the relevant laws including contributions under Employees' State Insurance Corporation Act (**at 0.75% of your Scholarship**) as and when applicable to you. Such contributions, taxes, dues and levies where required, shall be deducted from your Scholarship and benefits according to applicable laws and regulations.

Your fourth-year scholarship will continue until completion of your M-Tech program. Your enrolment into the MTech academic program within 12 months from date of joining.

You shall be eligible to receive a onetime "joining bonus" of Rs.75,000 after you join Wipro along with your first month salary. All applicable taxes on the payment of this amount will be borne by you. Please note in the event you leave the organization within 12 months from the date of joining, payment processed under Joining bonus shall be recovered from the employee at the time of exit.

The enhancement of the scholarship at the end of each academic year of study will be at the discretion of the Company and subject to your satisfactory progress of study, acquisition of skills, behavior, regularity and punctuality in attendance. Your continued enrolment in the course, will be at the discretion of the Company, and is subject to satisfactory academic performance and other requirements as prescribed in the WILP portal.

In case your project performance at any stage is not found to be at par with the requirement of WILP, then you would be placed on performance improvement program (PIP). If you fail to successfully complete the PIP, the Company may at its sole discretion discontinue your enrolment in the WILP program.

#### **Book Allowance:**

A Book Allowance of Rs.1,250/- will be provided to you per semester. This allowance will be given every semester except the last semester when you will be engaged in dissertation. The allowance will be paid to you centrally along with your scholarship during the course of each semester. The allowance will be subject to tax. Book allowance is applicable and paid only when you are registered for the semester.

#### **5. Training Agreement:**

- i. This letter of enrolment is subject to the execution of a training agreement in the prescribed proforma with Wipro Limited, Sarjapur Road, Doddakannelli, Bengaluru-560035 on or before joining the program ("Training Agreement").
- ii. This Training agreement shall be for a total period of 60 Months where you will be mentored for developing your skills and knowledge. This included technical training, in various formats, both online and offline and practical experience in various projects. The Company invests on your behalf for the cost of these trainings. Should you discontinue the WILP program or your enrolment with WILP is cancelled for any reason whatsoever before the completion of 60 months from the date of joining, the training expenses of Rs.75,000/-(Rupees Seventy five thousand only) will have to be paid by you as detailed in the Training Agreement.

#### **6. PROJECT READINESS PROGRAM (PRP)**

Upon enrolment, you will have to undergo a Project Readiness Program (PRP) to prepare you to participate in projects. This is offered by Wipro's - Talent Transformation Department to all campus and off-campus selects. The broad objective of PRP is to equip you with the necessary knowledge and skills that will enable you to start working on real-life project work which is an integral part of the WILP.

#### **7. Regulations of Academic study:**

- i. You will be enrolled for M-Tech program with a renowned institution ("University") that collaborates with Wipro for WILP.
- ii. Course specialization includes but is not limited to Software Systems, Software Engineering, Information Technology, Computing Systems and Infrastructure Management, Data Analytics, IoT, Cloud, Digital & Cyber security, Embedded Systems.
- iii. Your specialization and enrolment would be decided based on prevailing business requirements and decision of the Company is final and binding.
- iv. You will not be able to change Specialization track after enrolment.
- v. Overall program duration is 4 years from date of enrolment of academic program.
- vi. As per the program structure, a WILP Scholar trainee will register and pursue 4 to 6 courses per semester over 7 semesters.
- vii. You will be required to submit a project work / dissertation in your final semester (8<sup>th</sup> semester of your program). This will enable you to advance your professional capabilities by applying concepts and techniques in projects.
- viii. Each course has multiple evaluation components. This includes an assignment component, quiz, mid-semester examination and comprehension examination. All evaluation components are mandatory for securing a pass grade in a course as prescribed by the partnering institution.

- ix. Contact classes are organized as per the handout and calendar prepared and shared by the University at the beginning of each semester. In the normal course, one session of 2 hours duration per course per contact class is organized.
- x. You will be called upon to undergo studies during the hours and days as may be fixed by the Company from time to time. Normally, the study hours would be from 9:00am to 6:00pm
- xi. The faculty will take attendance/circulate attendance sheets for every session. It is your responsibility to ensure that your attendances are recorded properly.
- xii. WILP Scholar trainees are expected to be on time for every session. Punctuality is non-negotiable and the faculty reserves the right to deny entry and attendance to late comers.
- xiii. Attending 75% of contact session is mandatory for each course to appear for examinations.
- xiv. Not attending classes for reasons like medical/on the job training /late coming/personal problems and other similar reasons would be treated as absenteeism.
- xv. Scholar trainees who fail to meet the minimum attendance criteria will not qualify for comprehension exams for any of the registered courses in that semester.
- xvi. For any reason, you are not able to meet the minimum attendance criteria or not complete the mandatory assignments / quiz / examinations in any semester, you are required to repeat the same semester as and when the next batch is organized. In such cases, rules and regulations governing academic programs at that time would be applicable. In addition, additional semesters fees are to be borne by you as prescribed by the University.
- xvii. At the end of each semester, the performance of each Scholar Trainee in a course, is specified as a letter grade which is obtained through a Relative Grading procedure
- xviii. Any Scholar trainee securing 3 or more cumulative fail grade at any point in time will be expelled from WILP Program.
- xix. The 8th semester of study is fully devoted for dissertation / project work
- xx. If a Scholar trainee's CGPA is less than 5.5, the Scholar trainee will not be permitted to register for the dissertation. He/she has to re-appear for exams and secure a CGPA of 5.5 before taking up the dissertation. Also, a Scholar trainee with an E grade in any course will not be permitted to register for the Dissertation
- xxi. Project / Dissertation work has to be carried out by each individual separately. Teamwork is not permitted.
- xxii. The dissertation has to be completed strictly as per the guidelines that are outlined by collaborating institution.
- xxiii. WILP Scholar trainees are expected to maintain decorum and discipline in line with Wipro's professional work culture and environment.
- xxiv. In cases where a Scholar trainee deviates from the expected behaviour as prescribed by the WILP and partnering institution from time to time , strict action will be taken and the decision of the WILP Team / faculty /, University would be final and binding.
- xxv. Breach of integrity will be dealt with sternly. Such Scholar trainees will be asked to discontinue their studies and also expelled from WILP program.
- xxvi. On successful completion of the study, you will be eligible to receive the M-Tech degree from the collaborating University, in recognition of your successfully completing the course.
- xxvii. All Scholar trainees of the WILP will be given testimonials at the end of the successful completion of the M-Tech degree program. The testimonial contains the timeline in the WILP and the kind of project works carried during this opportunity.

Mode of contact session, examination pattern and other academic program norms are subject to change based on the prevailing situation / University norms declared from time to time. Decision of the University would be final and binding.

## **8. Conflict of Interest:**

- i. During your enrolment period with the WILP, you will focus exclusively on the requirements of the program. In addition to your study and academic requirements, you are required to engage yourself exclusively in the work assigned by Wipro and shall not take up any independent or individual assignments (whether part time or full time, in an advisory capacity or otherwise) directly or indirectly without the express written consent of Head /

## Manager of WILP Academy

- ii. You shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any person who is involved in activities, which are or shall be in conflict with the interests of Wipro.
- iii. The Conflict of Interest Policy also refers to the need on your part, during your enrolment and for a period of one year from the cessation of your enrolment with WILP (irrespective of the circumstances of, or the reasons for, the cessation) not to solicit, induce or encourage:
  - a. Any student/scholar trainee of the WILP to abandon /withdraw their enrolment with the program or to accept enrolment and/or employment with any competitor, supplier or any customer with whom you have a connection.
  - b. Any employee of Wipro to terminate their employment with Wipro or to accept employment with any competitor, supplier or any customer with whom you have a connection.
  - c. Any customer or vendor of Wipro to move their existing business with Wipro to a third party or to terminate their business relationship with Wipro.
  - d. Any existing employee and/or student of WILP to become associated with, or perform services of any type for any third party.
- iv. In case of any conflict or doubt, please discuss the matter with Head / Manager of WILP, to understand Wipro's position on this and resolve the conflict.

## 9. Obligation and Responsibilities:

- i. During the study period you will be governed by the WILP regulations and instructions as may be modified, from time to time, in relation to conduct, discipline and other matters.
- ii. During your study as part of WILP, Company expects you to undergo study in the area in which you are placed, with a high standard of initiative and efficiency. This is critical and Company has zero tolerance towards any deviations.
- iii. You would not be allowed to seek membership of any local or public body without the written approval from the Head / Manager of WILP.
- iv. During the study period and thereafter, you would not be allowed to give out to anyone in writing or by word of mouth or otherwise, particulars or details of work - process, technical know-how, research carried out, security arrangements, or administrative and/or organizational matters of confidential or secret nature which you may come across during your academic study or become known to you by virtue of your undergoing study under WILP or otherwise.
- v. You are bound by all regulations, instructions and policies of the WILP and Wipro. These are updated / modified on a periodic basis and new policies may be introduced and notified to Scholar trainees from time to time and you will be bound to comply with the same.
- vi. In consideration of the opportunities, trainings and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by WILP/Wipro and in the course of your association with WILP. This covenant shall endure during your association and beyond the cessation of your association with WILP (irrespective of the circumstances of, or the reasons for, the cessation).
- vii. In connection with your association with Wipro as part of the WILP and during the term of your association upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business or academic session hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

During the period of academic study, if you develop or conceptualize inventions, ideas, concepts, discoveries, techniques and improvements (including without limitation computer software) solely or jointly with others in relation to the operation of the WILP / Wipro, such developments will be fully communicated to the WILP academy and will be the sole intellectual property of Wipro. You agree to cooperate in the execution of documents to facilitate the assignment of such intellectual property when required.

## 10. Confidentiality:

- i. In consideration of the opportunities, training and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by Wipro and in the course of your enrolment. This covenant shall endure during your enrolment and beyond the cessation of your enrolment with Wipro (irrespective of the circumstances of, or the reasons for, the cessation).
- ii. During your training on projects at Wipro, you will be expected not to use or disclose any confidential information, including trade secrets, of any former employer (if any) or other person with whom you have an obligation of confidentiality and by signing below you affirm that you have no conflicting obligations or non-compete agreements that would prevent you from working without limitation for Wipro.

## **11. Assignment of Intellectual Property**

In connection with your enrolment and during the term of your enrolment, upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

## **12. Posting**

During the initial study period, initially you would be made familiar with Wipro, but you may if needed be re-assigned or transferred to another division, department, establishment or new location where Wipro, has its office or operation and WILP classes are running in the particular location, in India, without enhancing the scholarship amount. On placement of this nature, you will also be governed by the disciplinary rules and regulations as applicable in that unit/branch. You may also be placed in any sister company of Wipro, for practical studies.

## **13. Misconduct:**

- i. In case you are charged with any misconduct or disciplinary issue during your study period, your enrolment with WILP may be temporarily placed on suspension without payment of scholarship amount, for such period as Wipro may deem fit. If the charges against you are proved to be true, your enrolment may be immediately cancelled, without any notice or payment of scholarship in lieu of notice notwithstanding any clause of this letter of enrolment. It is clarified that this clause is without prejudice to Wipro's rights to enforce the Training Agreement duly signed by you even after cancellation of your enrolment for whatever reasons as the case may be.
- ii. Notwithstanding the condition regarding written notice of termination and without prejudice to Wipro's right to enforce the Training agreement, Wipro shall have the right to terminate your academic study without any notice or payment of scholarship in lieu thereof, if any declaration given or information furnished by you to WILP/ Wipro is found to be false or if you are found to have willfully suppressed any material information.

**Please note that at any stage, whether during your selection process or upon enrolment with the WILP, if it is brought to our notice that you have indulged in malpractices or used illegal means to clear your online assessment, Wipro shall withdraw or revoke the enrolment and cancel the same with immediate effect and we reserve our rights to take suitable action against you as we may deem fit.**

## **14. Cancellation of Enrolment:**

Notwithstanding any of the clauses of this letter of enrolment, Company reserves the right at its sole discretion to cancel this enrolment during the study period without assigning any reason, by giving one month's (30 days) notice or one month's scholarship/stipend in lieu of notice.

## **15. Study Hours:**

- i. As a Scholar Trainee – Work Integrated Learning Program, you will be called upon to undergo studies during the hours and days as may be fixed by WILP from time to time as per the University requirements.
- ii. You would be assigned to any of the locations and any project work as part of your WILP as may be decided by the Company.
- iii. The full day lecture sessions will be held at any of Wipro's other establishments/outourced venue. You may also be called upon to attend academic study as and when required on holidays, as may be scheduled in accordance with the convenience of the organizing team of the WILP.
- iv. The university will plan contact classes in multiple format to suit the project work situations and university guidelines such as contact classes in ILT (instructor Led training) and / or VILT (virtual Instructor Led Training and Self-Directed / Recorded lecture sessions).

## 16. General:

- i. This letter of enrolment is subject to the condition that you have not provided us with any false declaration or wilfully suppressed any material information. If you have, you will be liable for cancellation of enrolment from the WILP without any prior notice.
- ii. The terms of this letter of enrolment may be specifically enforced legally, if required. In this connection, if any of the provisions of this letter are declared or found to be void or unenforceable due to any reason whatsoever, the remaining provisions of this letter shall continue in full force and effect.
- iii. These enrolment terms supersede and replace any existing agreement or understanding, if any, between Wipro and you relating to the same subject matter.
- iv. You warrant that you are not prevented by a court or by any other administrative or judicial order from enrolling under this agreement. In the event that you are not a citizen of the country of posting, you should have a valid work permit to work in the country of posting.
- v. During the period of enrolment you are required to comply with all policies of WILP and Wipro. These policies are updated / modified on a periodic basis and new policies may be introduced and notified to the Scholar Trainees from time to time. You agree to comply with all policies as modified from time to time.

## 17. On Completion/Cancellation of Academic Program:

- i. On Completion of the academic program or cancellation of your enrolment, as the case may be, you will immediately surrender to Wipro/ the Academy all specifications, formulae, documents, literature, drawings or records, etc. belonging to Wipro/ the Academy or relating to its business and shall not make or retain any copies of these items.
- ii. You are not eligible to receive testimonial certificate if you do not successfully complete the academic study in accordance with this letter of enrolment and the study scheme formulated by the Academy.
- iii. Wipro reserves the right to offer employment at its sole discretion to a Scholar trainee on successful and satisfactory completion of the academic study.

## 18. Acceptance of Enrolment Letter:

Upon accepting the above terms and conditions, you are required to return the duplicate of this letter of enrolment, duly signed by you as a token of your acceptance on the day of joining WILP program.

Please confirm that the above terms are acceptable to you and that you accept the enrolment by signing a copy of this letter of enrolment and submit the same on the date of joining.

## 19. Work Allocation:

As part of your work responsibilities, you may be assigned to work on certain projects/accounts or other assignments as may be deemed fit by the Company in its sole discretion. Refusal to accept and deliver on such assignments shall be treated as a refusal to work and may result in termination of your employment or other disciplinary action.

Yours sincerely,

For **Wipro Limited**,



**Aparna Shailen**  
**General Manager - Human Resources**

I have read, understood and agree to accept the enrolment on the terms and conditions herein.

I shall be present for the induction session on

## **ANNEXURE I**

### **CONFIRMATION ON SHARING PERSONAL INFORMATION (AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT, 2000)**

I Radheshyam Thakur, confirm that I am voluntarily sharing my Personal Information with Wipro Limited ('Wipro') being a part of WILP of Wipro for the following purposes:

- a. validating my application form and retaining records on the same for any future reference/verification;
- b. processing my application form including background verification checks;
- c. academic study related actions including record keeping, processing scholarship advance and benefits and any action required in the context of my enrolment with Wipro, being a part of WILP.

In this context, I also agree to the retention of such Personal Information by Wipro for any future reference/verification and authorize Wipro to transfer the same to a third party.

I understand that 'Personal Information' means any information, relating to me that is available with Wipro and is capable of identifying me."

## **ANNEXURE II**

I hereby confirm that I shall submit the required academic certificate including but not limited to mark sheet and Provisional or Convocation Degree Certificate within 3 months from my date of joining. I understand that my enrolment is subject to my aggregate meeting the Wipro eligibility criteria and submission of the above mentioned documents.

I hereby declare that all the particulars mentioned above are true to the best of my knowledge. In the event of my failure to submit the above mentioned documents or in case of any discrepancy, I shall be liable for termination of my enrolment with Wipro.

## **ANNEXURE – III**

### **INITIAL INDUCTION PROGRAM**

The Talent Transformation team at Wipro groom's campus selects to help them face the challenges of the corporate world.

A holistic 360 degree approach to training is adopted and helps them hone their fundamental computer skills followed by insights into Wipro businesses, process, technology and behavioural skills.

To understand and appreciate the mindset of the young Trainees and ensure that the transformation is smooth, the induction program is done by a team of dedicated professionals who have exposure to the academic and corporate sectors alike. Project Readiness Program (PRP) is a training program designed to address the basic learning needs of the Trainees.

#### **Corporate Readiness Program - CRP**

The CRP program is focused on making young Trainees comfortable in a corporate environment. This program starts with a corporate induction.

"EMERGE" a behavioural skills building training program ensures that the fresh Trainee start feeling at ease in the "corporate world". This activity based behavioural intervention informs the new entrants about the corporate work culture and business etiquette.

#### **Technology Readiness Program - TRP**

The technology training provides critical technical skills required to work on projects allocated to Trainees and prepare to face the demands of the project world. We begin doing this by familiarizing with Wipro's businesses and work environment.

The methodology of training is "Project Based Learning" (PBL) approach, the entire learning is designed around a series of projects that the recruits are expected to complete individually by learning and applying various topics required to complete the project. Starting with individual projects, the PBL approach ends with recruits working on a team project.

## **ANNEXURE – IV**

I have read and understood the terms of my enrolment letter. I agree and acknowledge that I am a Student/Scholar trainee with Wipro's WILP. I further undertake that I shall not represent to any person within Wipro or any other third



party that I am an employee of Wipro Ltd and I fully understand that such false representation shall entail severe disciplinary action including immediate cancellation of my enrolment.

### **Travel, Accommodation, Food & Other Miscellaneous Expenses**

#### **Travel**

- i. You would be entitled for Rs. 1500 from the date of appointment as a lump sum amount that will be credited with your first month stipend. You may utilize this amount towards Travel and you would not need to submit bills towards usage of this amount.
- ii. There is no provision for reimbursement/allowance towards any expenses incurred in lieu of attending training or classes at different locations in the same city.

#### **Accommodation, Food & other Miscellaneous Expenses**

- i. You would be entitled for Rs.400 per day for 8 days (total amount of Rs.3,200) from the date of joining. You may utilize this amount towards accommodation, food & other miscellaneous expenses. This would be paid as a lump sum amount that will be credited with your first month stipend and you would not need to submit bills towards usage of this amount.
- ii. If your posting location (the location where you would be based out of after training) is different from the training location (location where you undergo initial training), you would be entitled for the following:  
  
Settlement and Miscellaneous Expenses: Rs.1200 per day for 7 days (total amount of Rs. 8,400) from the date of reporting to the posting location. You may utilize this amount towards boarding, lodging, conveyance & other miscellaneous expenses.
- iii. Any location change after reporting to posting location will be treated as relocation/transfer and will be covered under the Transfer policy for Team Rainbow. For details you can refer the policy at myWipro-> My Policies -> India->My Travel>Transfer Policy-Team Rainbow.
- iv. Campus joiners would not be eligible for accommodation at the Wipro guest houses.

**Please note in the event that the employee leaves the organization within 6 months from the date of joining, all payments processed under Joining & Relocation Entitlements shall be recovered from the employee at the time of exit.**

**Skill Preferences 1 :** [DAAI -Cloud & Digital Database](#)

**Location Preferences 1 :** [Bangalore](#)

**Skill Preferences 2 :** [CEP-SAP-ABAP](#)

**Location Preferences 2 :** [Mysore](#)

**Skill Preferences 3 :** [Python App](#)

**Location Preferences 3 :** [Chennai](#)

☒ Accept ☐ Decline

☒ **Signature** [Radheshyam Thakur 25/1/2023 10:00 PM](#)

(checking the checkbox above is equivalent to a handwritten signature)

Registered Office:

**Wipro  
Limited**

**T :**+91 (80) 2844 0011

Doddakannelli

**F :**+91 (80) 2844 0054

Sarjapur  
Road

**E :**info@wipro.com

Bengaluru  
560 035

**W :**wipro.com

India

**C :**L32102KA1945PLC020800

26168298



## **OFFER LETTER**

5<sup>th</sup> February 2022

DEEPIKA.V

CMR University

Dear DEEPIKA.V,

We are pleased to formally confirm your internship offer with Genpact. The duration of the project will be **20** weeks beginning **12<sup>th</sup> February 2022** working with us on Project - **Ryan Specialty**.

You will be required to apply and maintain the highest standards of personal conduct and integrity and comply with all Genpact policies as may be applicable. Any violation of the same can result in this offer being withdrawn without any notice.

Please feel free to contact HR Manager – **Kumari, Neha** [neha.kumari2@genpact.com](mailto:neha.kumari2@genpact.com) in case of any clarifications.

Once again, we are delighted to have you on board and hope you have a rewarding and enriching experience with Genpact.

Congratulations and welcome to the team!

Yours Sincerely,

A handwritten signature in black ink, appearing to read 'Ritu Bhatia', with a horizontal line underneath.

**Ritu Bhatia**

Senior Vice President -Recruitment, India

Human Resources  
Genpact Phase 5 Office  
Gurgaon- 122002  
[www.genpact.com](http://www.genpact.com)

DEEPIKA.V

Genpact, 2022



## **Annexure 1- Joining Documents**

Please carry the following documents with you and furnish them at the time of Orientation and joining your business.

Joining will not happen without these documents:

1. **Internship Offer Letter**
  - a. Please bring a signed copy & handover to the Business HR Manager
  - b. Kindly sign both the pages with full signatures
2. **Photo ID**
  - a. One of the following: Voters ID, driving license, Passport, Aadhaar Card, PAN card or XII Board Hall ticket (Class XII Hall tickets will be accepted only for those candidates joining straight after school and don't have any other document)
3. **Address proof**
  - a. One of the following: Passport, Voters ID, Electricity bill (latest) of Self or Parents, Water Bill (latest) of Self or Parents, Bank Statement (Latest), Telephone landline bill (Latest) of self or Parents or Current lease deed- with you or Parents as lessee or co lessee



## **OFFER LETTER**

5<sup>th</sup> February 2022

DEEPTHI A P

CMR University

Dear DEEPTHI A P,

We are pleased to formally confirm your internship offer with Genpact. The duration of the project will be **20** weeks beginning **12<sup>th</sup> February 2022** working with us on Project - **Ryan Specialty**.

You will be required to apply and maintain the highest standards of personal conduct and integrity and comply with all Genpact policies as may be applicable. Any violation of the same can result in this offer being withdrawn without any notice.

Please feel free to contact HR Manager – **Kumari, Neha** [neha.kumari2@genpact.com](mailto:neha.kumari2@genpact.com) in case of any clarifications.

Once again, we are delighted to have you on board and hope you have a rewarding and enriching experience with Genpact.

Congratulations and welcome to the team!

Yours Sincerely,

**Ritu Bhatia**

Senior Vice President -Recruitment, India

Human Resources  
Genpact Phase 5 Office  
Gurgaon- 122002  
[www.genpact.com](http://www.genpact.com)

DEEPTHI A P

Genpact, 2022



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  - a. One of the following: Passport, Voters ID, Electricity bill (latest) of Self or Parents, Water Bill (latest) of Self or Parents, Bank Statement (Latest), Telephone landline bill (Latest) of self or Parents or Current lease deed- with you or Parents as lessee or co lessee



**Deloitte Tax Services India Private Limited**  
**Deloitte Tower Survey No. 41 Gachibowli Village, Ranga**  
**Reddy District, CIRCLE 3, Hyderabad - 500032, Telangana,**  
**India**

**Tel: +91 040 67621000**  
**www.deloitte.com**

**Subject: Offer of Employment**

**Dear AATISH KUMAR SINGH:**

On behalf of **Deloitte Tax Services India Private Limited** (the "Employer" or "Company"), I am pleased to confirm our offer of employment to you as **Tax Consultant I** based in **Hyderabad**.

We extend this offer, and the opportunity it represents, with great confidence in your abilities. You have made a very favorable impression with everyone you met and we are excited with the prospect of you joining our organization on **JUNE 26, 2022**.

Your immediate manager will communicate details of your role and work responsibilities in the initial weeks of your joining the Employer. During your employment, the Company may require you to work on any project that you are assigned to, on any technical platforms/skills and nature of the project, in differentiated work timing, at designated work space and location as may be decided by the company.

As part of your annual compensation, you will receive a Total Salary of **Rs 382500** and, will be eligible for a performance linked variable bonus. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount could vary depending upon the business and individual performance each fiscal year and, in some situations, could exceed the payout range indicated. Any amounts paid will be subject to statutory and other deductions as per Employer policies and practices. The details of your compensation breakdown are provided in the attached Annexure A.

As an incentive to join the Company, you are eligible to receive a joining bonus of **Rs./₹ 100,000/-** subject to your reporting for full-time employment on **JUNE 26, 2022**. This amount will attract applicable taxes and will be processed as part of your first month's payroll. You will have an obligation to repay the entire amount of your joining bonus if you resign your position or are terminated for cause by the Company within **12 months** of your start date.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

Your employment with us will be governed by the Terms and Conditions as detailed in **Annexure B**, as well as any and all rules, regulations, guidelines, policies and practices of the Employer, which may be amended from time to time. Deloitte LLP and its U.S.-based subsidiaries (the "Deloitte U.S. Firms") requires their employees to make the necessary representations regarding independence and other matters. Because the Employer is an Indian subsidiary of Deloitte LLP, we must also comply with these independence requirements. Accordingly, this offer is conditional upon you agreeing to make such representations under the Employer's Independence Representations requirements, as further explained in **Annexure B**.

Your compensation details are confidential, and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization. We would like you to join the Employer on, or an alternative mutually agreed upon date.

This offer letter, together with the Annexures described herein, and the Non-Disclosure, Non Solicit and Intellectual Property Rights Assignment Agreement, the Information Security Policy (which you are required to sign upon joining), constitute the entire agreement between the parties with respect to the subject matter of this offer, and supersedes all other previous or contemporaneous oral or written representations, understandings or agreements relating to the subject matter of this offer between you and the Employer or its affiliates.


In compliance with applicable laws, Deloitte India (Offices of the US) provides its professionals with home pick-up and drop transport services within **pre-defined** boundary if their shift timings are between 8:30 p.m. - 6:00 a.m. in Hyderabad, 9:00 p.m. - 6:00 a.m. in Mumbai, Pune; 7:00 p.m. – 6:00 a.m. in Gurugram, 8:00 p.m. - 6:00 a.m. in Bengaluru, Chennai, and Kolkata.

This letter and **Deloitte Tax Services India Private Limited** employment application are intended to be final. To accept the offer and the terms of this letter, please sign below in the space provided within three business days.

everyone you have interviewed with joins me in extending to you congratulations and warm regards. We look forward to you joining our team.

Sincerely,

**For Deloitte Tax Services India Private Limited**  
Best regards,

By:   
Signature

**Authorized Signatory**

**Acceptance**

Signature

Date

**Annexure A****Tax Consultant I -**

<b>Description</b>	<b>Monthly</b> (Rs. per month)	<b>Annual</b> (Rs. per Annum)
Basic Pay	<b>17,500</b>	<b>210,000</b>
House Rent Allowance (HRA)	<b>8,750</b>	<b>105,000</b>
Special Allowance <sup>1a &amp; 1b</sup>	<b>11,867</b>	<b>142,404</b>
Leave Travel Allowance <sup>2</sup>	<b>1,750</b>	<b>21,000</b>
Differential Allowance	<b>5,833</b>	<b>69,996</b>
Meal Card <sup>3</sup>	<b>2,200</b>	<b>26,400</b>
Employer's contribution to PF	<b>2,100</b>	<b>25,200</b>
<b>Total Salary (in Rs.)</b>	<b>50,000</b>	<b>600,000</b>
Variable Bonus*	You are eligible for a performance linked variable bonus. It will be paid out at the end of the fiscal year, as applicable and on the basis of your individual performance and performance of the business	
Medical Insurance Premium <sup>4</sup>	<b>3,014</b>	<b>36,167</b>

\*The Variable Bonus will vary, primarily based on your individual performance and the performance of the business, during the Employer's fiscal year which is June through May. Your performance will be formally assessed as a part of the Employer Performance Review Cycle Process. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount will vary depending upon the business and individual performance and in some circumstances, could exceed the payout range indicated. The performance of all the employees who have joined the Employer prior to March 1st will be assessed for the fiscal year ending in May. The disbursement of a Variable Bonus, if applicable, is subject to you being active on the rolls of the Employer, during the Annual Incentive Program payout cycle for the fiscal year. For employees joining during the period March 1st to May 30th, a prorated Variable Bonus, if applicable, will be based on the first year-end review ratings in the subsequent year and paid during the Annual Incentive Program payout cycle of that year. The Variable Bonus will not be paid in the event of termination of employment for any reason on or before the disbursement time. The application and interpretation of, and any determinations related to, the Variable Bonus is at the sole discretion of Employer. Employer may amend or terminate the Variable Bonus at any time. All compensation and benefits are based on employee's position with the Employer in India.

Contd/-....



Annexure A

<sup>1</sup>All employees may claim tax exemption, subject to tax rules from time to time, from their Special Allowance component, expenses incurred towards communication and Driver / Fuel & Maintenance Expenses as per eligibility mentioned below:

**Employee Level -  
Tax Consultant I**

<sup>1a</sup>Communication Expenses

<sup>1b</sup>Fuel Expenses

Only one Post paid mobile, one Land Phone  
and One internet connection bill(s) can be  
claimed.

Petrol / Driver / Insurance / Repairs &  
Maintenance

**Rs./₹ 3,000/-** per month

**Rs./₹ 7,500/-** per month

<sup>1a</sup> The internet/telephone/mobile bills should be in the Employee's name.

<sup>1b</sup> For claiming vehicle running expenses (Driver / Fuel / Repairs & Maintenance expenses) the vehicle has to be in the name of the Employee and the current tax rules are as under. The above limits will be applicable for all those who are on company car lease program and the below limits will apply for all those who are on self-owned car. In case of company leased car, taxability would be as per the current perquisite valuation rules.

Nature of Expenses	Own Vehicle –Maximum Tax exemption limit per month		
	4 Wheelers (Engine Capacity)		
	<= 1600 cc	> 1600 cc	Two Wheelers
Fuel & Maintenance	Rs. 1,800	Rs. 2,400	Rs. 900
Driver's Salary	Rs. 900	Rs. 900	Not applicable

All employees at and above **Senior Staff** are eligible for the company car lease program. If you choose to avail of this benefit, the amount towards lease rental will be paid by the firm on your behalf to the leasing company and your compensation structure will be adjusted accordingly. A revised letter with the new compensation structure will be issued that will supersede this letter for all practical purposes.

<sup>2</sup> The Leave Travel Allowance (LTA) will be paid on a monthly basis as an allowance with tax deducted at source. If you choose to avail the tax benefit on LTA, you should submit proof of expenses incurred by you for Self and / your immediate dependents. The taxability or otherwise of LTA will be as per the Income Tax Act 1961, details of which will form part of the LTA Form.

<sup>3</sup> Meal Card amount will be credited at the start of each month and for the first month (For New Hires) prorated amount will be processed as part of payroll. If not collected, it will be processed as a taxable amount with the salary.

<sup>4</sup> Annual Floating Medical Insurance Coverage for self and **6 dependents** is being paid by the Employer on your behalf. The premium amount is subject to change every year post renewal of insurance policy. In case you opt for an enhancement of the coverage limit, the additional premium will be adjusted accordingly from the special allowance.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

You may also be eligible to either a One-time Stipend or a temporary lodging basis joining the registered office location, you will receive a survey from Deloitte prior to your joining.

You may select the best option for availing the relocation assistance. If an employee who has availed this reimbursement decides to quit within 18 months from the date of relocation claim for whatever reason, the relocation reimbursement paid to the employee will be recovered in full, from the employee's full and final settlement.

By joining the Company, you will become a member under the 'Deloitte USI Employees Welfare Trust' and may be required to make a nominal contribution as a member.

Original bills towards the above components should be submitted during the Income Tax fiscal period evidencing the expenditure to get Income Tax exemption, failing which the same will attract applicable Income Tax.

Submission of false, tampered or altered bills as proof of expense for any of the above components will result in disciplinary action including termination of employment.

**Your compensation above is subject to income tax deduction per rules and guidelines prescribed under the prevailing tax laws. This may change from time to time in line with the amendments done in tax laws.**



## Annexure B

### **Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement ("Employment Agreement")**

In consideration of my employment by **Deloitte Tax Services India Private Limited**, an Employer incorporated under the provisions of the Companies Act, 1956 and having its registered office **Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District, CIRCLE 3, Hyderabad - 500032, Telangana, India** (the "Employer") as **Tax Consultant I** - and other valuable consideration, I acknowledge and agree that:

#### **PRELIMINARY MATTERS**

**1. Defined Terms.** The italicized terms in this agreement (the "Employment Agreement") are defined in **Exhibit A** hereto.

**2. Pre-existing Agreements or Arrangements.** I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Agreements or Arrangements*. The Employer expects me to abide by all restrictions or obligations that are contained in such Pre-existing Agreements or Arrangements and to avoid involvement, while employed by the Employer, in any matter that could pose a conflict as a result of confidential information or intellectual property obtained by me prior to my *Employment*. I further represent that none of these restrictions or obligations, including those set forth in any non-compete agreements with prior employers, is inconsistent with my acceptance of the Employer's offer of *Employment* or my becoming, and serving as, **Tax Consultant I** of the Employer. To the extent applicable and if I am joining the Employer after having served as an employee or official of the United States Government, I further represent that: (1) I have disclosed my prior participation, if any, in any discussions or negotiations with, or decisions to award contracts to, the Deloitte U.S. Firms while I was employed by the United States Government; and (2) I had either recused myself or had not played an active role in the applicable United States Government agency's decision to award any contracts to the Deloitte U.S. Firms while I was employed by the United States Government.

#### **PROTECTION OF OUR BUSINESS**

**3. Reporting of Proceedings.** Except as provided by law and except as I have disclosed in writing on **Exhibit C** to this Agreement, I represent and warrant that I have no *Proceedings* to report. Should I become a subject of any *Proceedings* during my association with the Employer, I agree to immediately report, in writing, all relevant facts to the Chief Talent Officer of Deloitte LLP, the Regional Talent Director of the Employer, and the Chief Ethics and Compliance Officer of Deloitte LLP. I understand that my responses are subject to audit and review by the Employer and others in accordance with applicable professional, ethical, legal, or Employer requirements, rules, regulations, policies, or practices, or other requests.

**4. Confidentiality.** I acknowledge that, by virtue of my *Employment*, I will acquire and be exposed to, have access to, make use of and/or create *Confidential Information*. Therefore, I agree to hold in trust and confidence all such *Confidential Information*. I will neither disclose any such *Confidential Information* to anyone outside a *Deloitte Entity* without the prior written approval of an *Authorized Signatory*, except as required by my authorized duties for the Employer, nor use any such *Confidential Information* for any purpose other than for the benefit of a *Deloitte Entity*.

**5. Third Party Information and Property.** I agree that during my *Employment*, I shall not use or disclose any confidential information or intellectual property of any former employer or other person or entity without the prior written authorization of such employer, person or entity and the prior written consent of an *Authorized Signatory*. If I were to use or disclose any such Confidential Information or Intellectual Property without prior consent, and any of the *Deloitte Entities* become the subject of any claim from a third party regarding such unauthorized use or disclosure, I agree to hold harmless and indemnify the *Deloitte Entities* for any legal defense costs and/or damages related to any such claim.

**6. Authorization.** Only employees of the Employer holding a senior or managerial position with the Employer will be authorized by a specific authorization, delegation, or power of attorney to sign legal documents, representing the Employer. Similarly, only such authorized employees of the Employer may speak about the Employer, the business and plans, various client-related projects etc.

**7. Competing Activities and Conflict of Interest.** During the period of my *Employment* I will not, directly or indirectly, participate in or in any way render services or assistance to any business that is or may be competitive with a *Deloitte Entity*, whether or not for compensation, or engage in any conduct which might result in, or create the appearance of using my position for private gain or other than for the benefit of a *Deloitte Entity*, or otherwise create a conflict, or the appearance of a conflict, of interest with a *Deloitte Entity*. Such conduct shall include, but not be limited to, having an undisclosed financial interest in any vendor or supplier of a *Deloitte Entity*, accepting payments of any kind or gifts other than of a nominal value from vendors, clients or suppliers, or having an undisclosed relationship with a family member or other individual who is employed or

associated with any entity in active or potential competition with a *Deloitte Entity*, and which creates a conflict of interest. I represent and warrant that I am not currently aware of any present or past violation of this provision.

**8. Authorization to Access Systems and Electronic Communications and use of Deloitte Property.** I understand that while employed with a *Deloitte Entity*, I will use and have access to the Systems. I also acknowledge that a *Deloitte Entity* has the right at any time to access, retrieve, delete, monitor, examine, use and/or disclose my Electronic Communications and information from (or about) me and the content, without notice to me, and that such *Electronic Communications* are considered part of a *Deloitte Entity's* business and client records and are not to be considered private or personal to me or any other *Personnel*. I further acknowledge that this right extends to *Electronic Communications* transmitted for either a business or personal purpose.

I agree that I am authorized to access the *Systems* only for approved business purposes and occasional personal use if such use does not interfere with my work responsibilities and other required business activities, business operations, or *Systems* performance. However, I also acknowledge that such occasional personal use does not create an expectation of privacy as to any of my personal *Electronic Communications* and, as such, are *Deloitte Property*.

I further acknowledge that I am not authorized to use the *Systems* for personal gain or any illegal or unethical use. I agree that under no circumstances am I authorized to access any of the *Systems* for the purpose of obtaining *Deloitte Property* for a competitor of a *Deloitte Entity*, transmitting *Deloitte Property* to me (e.g., emailing *Confidential Information* to my personal email address) or to a third party for purposes other than furthering the business objectives of a *Deloitte Entity*. I am not authorized to download a *Deloitte Entity's Confidential Information* or other *Deloitte Property* to removable media such as a CD Rom, disk or thumb drive other than as authorized for furthering the business objectives of a *Deloitte Entity*.

I will be responsible for the safe keeping and return in good condition and order of all the *Deloitte Property* that may be in my use, custody, care or charge. For the loss of any *Deloitte Property* in my possession or custody or for which I have been assigned responsibility, the Employer will have a right to assess on its own basis and recover from me, the damages in respect of such materials (out of the amounts due to me or otherwise) and to take such other legal action as it deems appropriate including termination of my employment without notice or payment in lieu thereof in the event of my failure to account for such material or property to its satisfaction.

**9. Security.** I am provided with a worktable and lockable storage space. I will ensure they are locked when unattended and understand that a duplicate key will only be provided if I sign for it. I am required to display my identity card to the appropriate security personnel on demand and at all times within the office premises.

**10. Ownership of Works.**

a. I agree that the Employer owns all rights, title and interest in and to all *Works*.

b. I agree that all *Works* are deemed works made for hire under India copyright or applicable laws or equivalent laws of any applicable foreign jurisdiction, and all *Intellectual Property Rights* therein vest automatically in the Employer upon creation of the *Works*. I agree that, to the extent any *Work* is held not to be a work made for hire, I hereby irrevocably assign all *Intellectual Property Rights* in the *Work* to the Employer. Notwithstanding anything contained in Section 19(4) of the Indian Copyright Act, 1957, I agree that such assignment shall continue to be in force for perpetuity irrespective of whether or not the Employer exercises its rights as the assignee for any period of time.

c. I will at all times, even after termination of my *Employment*, do whatever the Employer reasonably requests of me, at the Employer's expense, to document the assignment of any *Works* to the Employer or to assist the Employer in pursuing, renewing, extending or assigning any *Intellectual Property Rights*, and otherwise perfecting, protecting and enforcing said *Intellectual Property Rights* in, any *Works*. I agree that, as between me and the Employer, the Employer shall be the sole author, inventor, and owner of all such *Works* and *Intellectual Property Rights* therein throughout the world, and that the Employer shall have the sole right to seek copyright registrations, patents or trademark registrations, including all extensions and renewals thereof. I also hereby agree that I waive all moral rights in any *Works*.

I also agree to assign all my right, title and interest in and to any particular *Works* to a third party as directed by the Employer.

In the event the Employer is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraphs, I hereby irrevocably designate and appoint the Employer and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and in my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraphs with the same legal force and effect as if executed by me. I hereby waive any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any *Works* assigned hereunder to the Employer.

d. During a 12 month period after termination of my *Employment*, I agree that any *Intellectual Property* I create or conceive that results from and is related to any work assigned to or performed by me for the Employer, or that was created using *Deloitte Property*, is a *Work* that is subject to Paragraph 10 (b) above. For purposes of clarification, the foregoing provision is in addition to, and not in limitation of, any rights and remedies the Employer may have under the applicable laws protecting *Intellectual*

*Property of the Deloitte Entities.*

e. I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Employer) of all *Works* developed by me during the period of my employment with the Employer, which records shall be available to and remain the sole property of the Employer at all times.

**11. Pre-existing Creations; Personal Creations.** My obligations in Paragraph 10 do not apply to *Pre-existing Creations* and *Personal Creations*. I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Creations*. I acknowledge and agree that I will not assert any ownership rights against the *Deloitte Entities*, or their respective clients, with respect to any *Pre-existing Creations* unless they appear on **Exhibit B**, and **Exhibit B** has been accepted and agreed to by an *Authorized Signatory* who has signed at the bottom of such **Exhibit B**. I further agree that I shall not use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment* without the prior written consent of an *Authorized Signatory*. To the extent that I use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment*, I agree that, except as otherwise provided in a written agreement executed by me and the Employer, I hereby grant to the Employer an irrevocable, royalty free, perpetual, fully paid up, transferable, sub-licensable license to use, reproduce, distribute, display, perform, modify and create derivative works of and otherwise exploit such *Pre-existing Creations* or *Personal Creations* for any purpose including, but not limited to, client engagements.

**12. Post- Employment Restrictions re: Clients.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or serving of certain clients related to my work for a *Deloitte Entity* would necessarily involve the unauthorized use or disclosure of *Confidential Information*, and the proprietary relationships and goodwill of the *Deloitte Entities*, and, in the case of my serving of certain clients, could compromise the full compliance of the Employer or another *Deloitte Entity* with the applicable laws, rules and regulations of a U.S. or India regulatory body or other independence-related requirement of a regulatory body. Accordingly, during the period of my *Employment* and for a period of one year thereafter, I will not, directly or indirectly, solicit or provide services to any existing client of a *Deloitte Entity* with which I had personal contact and provided services during the two-year period prior to termination of my *Employment*.

**13. Exceptions to Post- Employment Restrictions re: Clients.** I understand that the obligations of Paragraph 12 will not apply for a period of three (3) years after my start date or the date of my promotion or transfer to clients of a *Deloitte Entity* and/or certain specified kinds of services rendered to such clients that meet all of the following criteria: (a) are personal clients of mine who came to a *Deloitte Entity* solely to avail themselves of certain specified kinds of services rendered by me and only as a result of my own independent recruitment efforts, which a *Deloitte Entity* neither subsidized nor otherwise financially supported as part of a program of client development, (b) are listed on **Exhibit D** expressly by name with respect to client and with sufficient specificity with respect to the kinds of service(s) that I will be permitted to render, and (c) are accepted and agreed to as to their listing on **Exhibit D** by an *Authorized Signatory* who has signed at the bottom of such Exhibit. I agree that after a period of three (3) years from my start date or the date of my promotion or transfer the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on **Exhibit D** to support the application of the obligations of Paragraph 12 to those clients.

**14. Future Employment with Clients.** Except as otherwise provided herein, I understand that I am not prohibited from accepting employment with a client (or an affiliate of such client) of a *Deloitte Entity*. Before entering into substantive discussions with an *Attest Client* regarding any employment opportunity, I acknowledge and agree that during my *Employment* and for five years thereafter I must first notify *Independence* and obtain prior written approval from *Independence*. I acknowledge and understand that it is the intent of the Employer to interpret and apply this provision (a) in an effort to ensure the full compliance of the *Deloitte Entities* with applicable U.S. and India laws, rules, and regulations; (b) to serve the public interest; and (c) to protect the legitimate interests of the *Deloitte Entities* or their respective *Attest Clients* under applicable U.S. or India laws, rules and regulations in a manner that is no greater than is reasonably necessary to protect such interests and without being unduly harsh and oppressive to me and my interests in future employment with an *Attest Client*. Further, I acknowledge and agree that because of, among other things, the importance of the *Deloitte Entities* remaining in compliance with applicable independence rules, such approval may be withheld by *Independence* in the event that my employment with an *Attest Client* would, in the view of Deloitte LLP, be inconsistent with applicable laws, rules and regulations or jeopardize the independence of a *Deloitte Entity* with respect to such *Attest Client*.

**15. Restrictions re: Personnel and Contractors.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or hiring or of any of its *Personnel* or contractors of the *Deloitte Entities*, or my participation in their hiring, admission or retention, would necessarily involve the unauthorized use or disclosure of *Confidential Information* or the proprietary relationships and goodwill of the *Deloitte Entities*. Accordingly, during my *Employment* and for one year thereafter, I will not, directly or indirectly, (a) solicit or attempt to solicit, or participate in the solicitation of or any attempt to solicit any *Personnel* to leave a *Deloitte Entity*, or to join any firm or business with which I may be or become affiliated; (b) participate in the hiring or admission of any *Personnel*; or (c) cause a contractor of a *Deloitte Entity* to cease providing services to, with, or on behalf of the *Deloitte Entity*.

**16. Post- Employment Restrictions re: Deloitte Property.** Upon termination of my *Employment*: (a) I will not use or disclose *Deloitte Property*, including, but not limited to, *Confidential Information* and *Works*, for any purpose; (b) I will not retain or take with me any *Deloitte Property*; (c) I will immediately deliver to a *Deloitte Entity* at any location that it designates, at my expense, within one business day after the termination of my *Employment* or on an alternate date designated by a *Deloitte*

*Entity*, any *Deloitte Property* that I may then or thereafter hold or control; and (d) I agree to allow a *Deloitte Entity* to inspect any of my personal or home computers, including smart phones, tablet computers, or any device, media or location capable of storing electronic data, to determine whether any *Deloitte Property* resides on such computers and to permit a *Deloitte Entity* to remove such *Deloitte Property*.

## OTHER POST- EMPLOYMENT OBLIGATIONS

**17. Transition of Work and Cooperation.** Upon termination of my *Employment* for any reason, I will cooperate with a *Deloitte Entity* in all matters relating to the completion of pending work and its orderly transfer. I will also cooperate fully with a *Deloitte Entity* in connection with any threat of or actual legal proceeding against a *Deloitte Entity* or any client, customer or licensor of a *Deloitte Entity* arising out of any matter with or of which I had contact or knowledge during my *Employment*.

**18. Notification of Post- Employment Obligations.** I agree that prior to accepting employment or affiliation with another firm or business I will advise such firm or business of my duties and obligations under this Employment Agreement. After my *Employment* ends, I agree that a *Deloitte Entity* shall be permitted to advise any firm or business with which I have accepted an offer of employment or affiliation concerning my duties and obligations under this Employment Agreement.

**19. Certification.** I agree that during or after my *Employment* I will, if requested, provide written certification in such form as the Employer may require that I have complied with my obligations hereunder, including, without limitation, those obligations set forth in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15 and 16 of this Agreement.

## OUR ENFORCEMENT RIGHTS AND REMEDIES IN THE EVENT OF A BREACH

**20. Equitable Relief and Attorney's Fees.** I acknowledge and agree that a breach of this Employment Agreement, including, but not limited to, a breach of my duties and obligations under the terms and conditions of Paragraphs 4, 5, 7, 8, 9, 10, 12, 14, 15 or 16 would cause irreparable harm to the *Deloitte Entities* and that, in addition to other remedies, the Employer on behalf of itself or another *Deloitte Entity* is entitled to a temporary restraining order, an injunction or other equitable relief to prevent any such breach. I also acknowledge that, to the extent permitted by law, a *Deloitte Entity* will be entitled to the payment of the *Deloitte Entities'* reasonable costs and attorney's fees incurred in enforcing this Employment Agreement. I also acknowledge that, to the extent permitted by law, the Employer may request that a court extend the one year period following the termination of my *Employment*, as provided in Paragraphs 12 and 15, to correspond with the period that I participated in activities prohibited by Paragraphs 12 and 15.

**21. Liquidated Damages: Client Fees.** I agree that in the event of a breach under Paragraph 12, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

**22. Liquidated Damages: Compensation.** I agree that the precise amount of damages flowing from a breach under Paragraph 15 would be impracticable or extremely difficult to ascertain in an actual amount. Therefore, I agree that in the event of a breach under Paragraph 15, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by or owed to any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

**23. Right of Inspection.** I agree to permit the Employer (or to use my best efforts to enable the Employer) to inspect my books and records (and the books and records of any entity which employs or is associated or affiliated with me), upon request and at reasonable times, to enable the Employer to confirm the calculations described above and to verify compliance with Paragraphs 12 and 15. The Employer shall keep confidential any proprietary information obtained, except as may be necessary or desirable to enable the Employer to enforce its rights under this Employment Agreement and except as may be required by any statute, court or administrative order to decree or government ruling or regulation.

**MISCELLANEOUS**

**24. Governing Law; Choice of Forum.** This Employment Agreement is deemed to have been executed in the Employer's office in **Hyderabad, Telangana, India** and will be construed and governed in accordance with the laws of the Republic of India without regard to its conflicts-of-law principles. You agree to submit to jurisdiction before any court of record in which the Employer's office to which you were assigned is located, or in which a breach of this Employment Agreement may occur, at the election of the Employer, and you waive any right to raise questions of personal jurisdiction or venue in any action the Employer may bring against you in any such court. You further agree to accept service of process/summons/legal notice from the Employer when that process/summons/legal notice is either sent to your last known address by certified mail or served by any other means permitted under the law of the jurisdiction in which the Employer may bring an action against you.

**25. Modifications.** My obligations hereunder may not be changed or modified, released, discharged, abandoned or terminated, in whole or in part, except by an instrument in writing signed by an *Authorized Signatory*.

**26. Severability.** Every provision of this Employment Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such term or provision will be enforced to the maximum extent permitted by law and, in any event, such illegality or invalidity shall not affect the validity of the remainder of the Employment Agreement.

**27. Blue-Penciling.** If any court determines that any provision of this Employment Agreement, or any part hereof, or the application of any such provision, or any part hereof, to any person or circumstance is unenforceable or void, such court shall have the power to modify such provision, or any part hereof, to the extent necessary to render it legal and enforceable while preserving its intent, or if such modification is not possible, by substituting therefore another provision that is legal and enforceable and that achieves the same objective.

**28. Waiver.** None of my obligations under this Employment Agreement shall be deemed to have been waived by the Employer except if the giving of such waiver is contained in a written notice given to me and no such waiver shall be deemed to be a waiver of any other or further obligation I have under this Employment Agreement.

**29. Entire Agreement.** This Employment Agreement, the Employer's employment application, the Terms and Conditions of Service issued pursuant to the offer of employment and any documentation employing me or transferring me to the Employer, contain the entire understanding between me and the Employer or any other *Deloitte Entity* with respect to the subject matter hereof and supersedes all prior representations, warranties, and agreements with respect to such subject matter, and no representations, warranties or other covenants exist with respect to such subject matter that are not contained or expressly referred to herein. Notwithstanding the foregoing, any written agreement between a *Deloitte Entity* and me with respect to the subject matter hereof that was signed by me prior to the effective date of this Employment Agreement shall remain valid and enforceable according to the terms of such agreement with respect to all acts and omissions occurring prior to the effective date of this Employment Agreement. In the event of a conflict between this Employment Agreement and the employment application or any other document purporting to set forth terms and conditions of my *Employment*, this Employment Agreement will control.

**30. Transfer and Assignment.** Unless as the Employer shall otherwise determine, the rights, obligations and benefits of the Employer under this Employment Agreement, including but not limited to those rights and benefits relating to my post-Employment obligations set forth in this Paragraph 30 and in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19 and 23 above, are transferred and assigned, in whole or in part (as the Employer shall determine) and without the need for my consent or the formality of documentation or prescribed processes, to (a) any *Deloitte Entity* in connection with my transfer to that *Deloitte Entity* or (b) any entity that acquires all or a part of the assets or business of the Employer. All provisions of this Employment Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, representatives, successors, and assigns of the Employer and me, and any *Deloitte Entity* to which I may be transferred during my *Employment*, provided, however, none of my duties or obligations under this Employment Agreement may be assigned or transferred by me to any other person or entity without the Employer's prior written approval of such assignment or transfer. Any purported assignments in violation of this Paragraph 30 shall be null and void.

**31. Headings.** The headings contained in this Employment Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Employment Agreement.

I have read the foregoing, understand it, and agree to comply with its terms.

**For Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
 6718FF75DA89400...

Pooja Madhani

**Talent**

**Authorized Signatory**

Effective as of , I accept all the terms and conditions of the Employer as stipulated in this Employment Agreement.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

**EXHIBIT A**

The definitions below apply to the italicized terms that appear in the Employment Agreement (including the exhibits):

**Attest Client** – attest client (or an affiliate of such client) of Deloitte & Touche LLP or a *Deloitte Entity*.

**Authorized Signatory** – a director, officer or other person who is authorized to sign on behalf of a *Deloitte Entity*.

**Confidential Information** – any information not generally known to the public, in any *Form*, that (1) relates to the operation of a *Deloitte Entity* or provides the *Deloitte Entities* with a competitive advantage, (2) consists of Personally Identifiable Information (*PII*) or other personal information about *Personnel*, client and other third party personnel, independent contractors, subcontractors, agents, vendors, suppliers or others which the Employer or another *Deloitte Entity* receives in the course of business, and (3) all other information entrusted to the Employer or another *Deloitte Entity* by clients and other third parties. *Confidential Information* includes, but is not limited to, *Intellectual Property*, supplier information, designs, business or marketing plans, forecasts and financial information, tax returns, tax identification numbers, agreements, client or prospective client lists, specific information about clients or prospective clients such as preferences for specific products and services, client or prospective client needs based on financial history and past purchases of services, client or prospective client development plans, specific rates charged to a client or offered to a prospective client and other business or client records. *Confidential Information* also includes, but is not limited to, debit or credit card information, employment applications, organization charts, performance ratings and other personnel records.

**Deloitte Entity** – the Employer, Deloitte LLP, and any corporation, company, partnership, limited liability company or other entity (a) that (i) is owned, directly or indirectly, in whole or in part, by Deloitte LLP (the “Deloitte U.S. Firms”), including but not limited to Deloitte LLP subsidiaries in India, the Deloitte Touche Tohmatsu verein, Deloitte Global Services Limited, Deloitte Global Services Holdings Limited, Deloitte Touche Tohmatsu Limited (“DTTL”) or any member firm of DTTL or affiliate thereof (collectively, the “DTTL Member Firms”) or (ii) controls, is controlled by or is under common control with any of the entities listed in clause (i); or (b) in which any *Personnel* participated on its behalf, or carried out any duties with respect to its affairs. For purposes of this Employment Agreement, the term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract, or otherwise.

**Deloitte Property** – *Confidential Information*, *Systems*, equipment, debit and credit cards issued in connection with my *Employment*, furniture, facilities and any and all other materials owned, licensed or leased by a *Deloitte Entity*, including, without limitation, computerized or electronic information and all copies thereof in any form or media, created by, furnished to, obtained by or prepared by me in the course of my employment in any capacity.

**Deloitte India (Offices of the US)** - The following companies shall be deemed to be the affiliates of each other and are collectively referred to as Deloitte India (Offices of the US): (i) Deloitte Consulting India Private Limited (ii) Deloitte Tax Services India Private Limited (iii) Deloitte Support Services India Private Limited (iv) Deloitte Financial Advisory Services India Private Limited and (v) Deloitte & Touche Assurance & Enterprise Risk Services India Private Limited.

**Electronic Communications** – all text, audio, video, images, information, data, files and attachments created, displayed, sent, received, posted, accessed or stored, whether deleted or not, by means of the *Systems*.

**Employment** – the nature of my relationship with the Employer or a *Deloitte Entity* pursuant to this Employment Agreement. Alternatively, and depending on context, *Employment* is the period of time during which this relationship persists.

**Form** - paper, computer disc, USB drive, website; any other tangible or electronic medium by which information may be stored or accessed; and human memory.

**Independence** – National Office (Independence) of Deloitte LLP.

**Intellectual Property** - works of authorship (including, without limitation, books, articles, data compilations, software and other copyrightable materials), materials, patents, inventions, designs, techniques, methodologies, processes, discoveries, know-how, ideas, trade secrets, moral rights, trademarks and other indicia of origin together with the goodwill therein, and all patent applications, copyright and trademark applications and registrations, and extensions and renewals thereof, throughout the world.

**Intellectual Property Rights** – all rights, title and interest in Intellectual Property.

**PCAOB** – the United States Public Company Accounting Oversight Board.

**Personal Creations** – *Intellectual Property* that meet all of the following criteria: (1) it is conceived, developed, and created by me on my own time without using *Deloitte Property* or *Personnel* (during work hours), facilities, *Confidential Information* or *Works* of a *Deloitte Entity*, (2) it is unrelated to the actual or reasonably anticipated business or research and development of a



*Deloitte Entity*, and (3) it does not result from any work performed by me and the *Personnel* (during work hours) for a *Deloitte Entity*.

**Personnel** – partners, principals, members, officers and employees of a *Deloitte Entity*.

**PII** – information (excluding business contact information such as an individual's name and one or more of the following: organization name, organizational title, organizational role, business address, business telephone number (including business cell phone number and business email address) relating to an identified or identifiable natural person. An identifiable natural person is a natural person who can be identified, directly or indirectly, by reference to an identification number or factors specific to his or her physical, physiological, mental, economic, cultural or social identity. Set forth below is a non-exclusive list of information that constitutes PII when such information relates to an identified or identifiable natural person:

- Account number (bank account, credit card, etc.)
- Address
- Biometric identifier
- Certificate or license number
- Date of birth
- Government identifiers (such as PAN)
- Name\*
- Personnel Number
- Photograph or video identifiable to an individual
- Vehicle identifier or serial number
- Other information related to an individual that may directly or indirectly identify that individual (e.g., salary, performance rating, purchase history, call history, etc.)

\* Note: When an individual's name is used with PII that is not business contact information, it is included in the definition of PII.

**Pre-existing Agreements or Arrangements** – agreements or arrangements that (1) relate to any *Pre-existing Creations*; or (2) may affect my ability to comply with the requirements of this Employment Agreement, including all contractual and other restrictions or obligations with other parties, including any post-employment restrictions and required notifications to the extent applicable under 18 United States Code §207, CFR 3.104-4, and India laws, rules and regulations that may or will impose limitations on my professional activities during my *Employment* (such as any non-compete agreements with prior employers and the one-year ban on lobbying contacts).

**Pre-existing Creations** – any *Intellectual Property* and *Intellectual Property Rights* that were developed or created by me, alone or with others, or otherwise acquired by me, before the period of my employment in any capacity with the Employer, in which I claim any ownership or right.

**Proceedings** – past or pending (1) actual or threatened claims or complaints of, or arising out of service to, present or former clients, (2) regulatory, self-regulatory, disciplinary, administrative, civil or criminal investigations, inquiries, charges, complaints, actions, sanctions, alternative dispute resolution proceedings, other proceedings or matters (other than criminal proceedings which relate solely to the operation of a motor vehicle) of any kind or nature, in India or any other jurisdiction, against me, including criminal proceedings arising out of my provision of professional services, proceedings brought by a professional association, or proceedings involving the Securities and Exchange Board of India, United States Securities and Exchange Commission or the PCAOB, other professional bodies like the Institute of Chartered Accountants of India or (3) matters of any kind or nature which could adversely affect my association with the Employer or my ability to perform my duties or responsibilities to the Employer, whether set forth in this Employment Agreement or otherwise, or my registration with or licensure by any governmental, quasi-governmental, or other regulatory agency, body or entity, in or outside the United States or India.

**Systems** – the communications systems or any part of such systems that a *Deloitte Entity* owns, licenses or operates and approves for use, including, but not limited to, e-mail, text messaging, Lotus Notes, Deloitte Online (eRoom), instant messaging, local area network, wide area network, Intranet (e.g., DeloitteNet, D Street), Internet, extranet, collaborative tools (e.g., blogs, wikis, etc.), laptop and desktop computers, servers, air cards, Personal Digital Assistants, cell phones, telephones and voicemail.

**Works** – all *Intellectual Property*, in any *Form*, created by me, alone or with others, during the period of my *Employment* that (1) is created within the scope of my *Employment*; (2) relates in any manner to the actual or anticipated business, research, or development of a *Deloitte Entity*; (3) results from any work assigned to or performed by me, alone or with others, for the Employer; or (4) is created with the use of *Deloitte Property*.

**EXHIBIT B****Pre-existing Creations; Pre-existing Agreements or Arrangements**

I understand and agree that the Employer makes no attempt to verify my claim of ownership to any of the *Pre-existing Creations* listed, and makes no admission that any *Pre-existing Creations* listed are owned by me.

[If yes, please enter details below]

Yes, I do have *Pre-existing Creations*, *Pre-existing Agreements or Arrangements*

No, I do not have *Pre-existing Creations*, *Pre-existing Agreements or Arrangements*

<b><u>Title</u></b>	<b><u>Date</u></b>	<b><u>Brief Description</u></b>
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\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Print)

ACCEPTED AND AGREED TO:

**Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
6718FF75DA89400...

Pooja Madnani

**Talent**

*Its: Authorized Signatory*

\_\_\_\_\_  
Date

An *Authorized Signatory's* signature is required only if *Pre-existing Creations* or *Pre-existing Agreements* or *Arrangements* are listed pursuant to Paragraphs 2 and 11 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment made in light of Paragraph 2 that *Pre-existing Creations*, if any, are described and explained in sufficient detail so that the likelihood of confusion between the employee's *Pre-existing Creations* and the *Intellectual Property* of a *Deloitte Entity* can be avoided or minimized in the future and further indicates that the *Pre-existing Agreements* or *Arrangements* have been obtained and reviewed and that the *Authorized Signatory* is satisfied that such *Pre-existing Agreements* or *Arrangements* will not interfere with the employee's ability to comply with the requirements of this Employment Agreement.

**EXHIBIT C**

**Proceedings**

[none, unless otherwise specified]

Yes, I do have *Proceedings* to report

No, I do not have *Proceedings* to report

My signature below certifies that to the best of my knowledge, the information I have provided above, pursuant to Paragraph 3, is complete and accurate.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

**EXHIBIT D**

**Exceptions to Post-Employment Restrictions: re: Clients**

[none, unless otherwise specified]

As specified in Paragraph 13, I agree that after a period of three (3) years from my start date or the date of my employment, as the case may be, the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on Exhibit D to support the application of the obligations of Paragraph 12 to those clients.

Yes, I do have  
Post-Employment Restrictions  
re: Clients

No, I do not have  
Post-Employment Restrictions  
re: Clients

<u>Name of Client</u>	<u>Specified Kind of Services(s) Permitted</u>
-----------------------	------------------------------------------------

ACCEPTED AND AGREED TO:

**Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
6718FF75DA89400...

Pooja Madnani

**Talent**

Its:     Authorized Signatory	_____
	Date

I have read and understood the above policy terms.

_____	_____	_____
Signature	Name	Date

A n *Authorized Signatory's* signature is required only if information is provided pursuant to Paragraph 13 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment that criteria in Paragraph 13 have been fully satisfied, the clients listed have been properly identified, and the kinds of services permitted have been described with sufficient specificity.

## Terms and Conditions of Service

In continuation to our offer of employment with **Deloitte Tax Services India Private Limited** (the "Employer"), please note the terms and conditions of service.

The italicized terms in these Terms and Conditions of Service are defined in **Exhibit A** of the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement hereto.

### Terms of Service

#### 1. COMPLIANCE WITH INDEPENDENCE, ETHICS AND OTHER REQUIREMENTS

Deloitte & Touche LLP performs attest services for certain of its clients and is subject to the independence requirements of, among others, the United States Securities and Exchange Commission (SEC), the United States Public Company Accounting Oversight Board (PCAOB), and the American Institute of Certified Public Accountants (AICPA). These requirements mandate that certain of the Employer's employees and their relatives be independent of some or all of such attest clients and their affiliates in accordance with the policies of Deloitte LLP and its subsidiaries (the "Deloitte US Entities").

Upon joining the Employer, you will be asked to review a listing of the attest clients and the affiliates of such clients of certain of the Deloitte US Entities and disclose relationships or financial holdings that you or your relatives may have that could affect the independence of the Deloitte US Entities. Any relationships or holdings that conflict with, among other things, the requirements of the SEC, the PCAOB or the AICPA or the independence or ethics policies of the Deloitte US Entities will need to be resolved immediately. Further, you will be required to comply with these policies throughout your career with the Employer, including, when applicable, maintaining a current list of certain of your financial interests (but not their value) in the independence tracking system.

As a condition to your joining the Employer and continued employment, you are required to complete a representation regarding your understanding of, and compliance with, independence and other matters, on a periodical basis (as requested beginning on or prior to the date of you joining the Employer, annually thereafter, and upon certain changes in your role in the Employer), the details of which are provided in the independence representation. An example copy of this representation form is available for your reference on [www.deloittenet.com](http://www.deloittenet.com). The representation should be made to the best of your knowledge and ability. It is your responsibility to consult on any matter should you be uncertain or have a question. You are also requested to refer to [www.deloittenet.com](http://www.deloittenet.com) and *Independence* for more information in this respect. The representations made by you will be subject to an audit and may be reviewed by Deloitte LLP representatives and shared with certain third parties. If you are selected for such an audit, you will need to submit certain personal financial records to Deloitte LLP's internal audit team. Please be assured that Deloitte LLP fully intends to keep all information obtained through the audit process confidential and secure. You hereby give your consent to Deloitte LLP to use the information provided by you for such purposes as provided in the policies regarding independence and ethics.

In the event you (i) do not cooperate or comply with the independence requirements, or (ii) do not complete the necessary representations, or (iii) make inaccurate representation(s); you may be subject to disciplinary action including and up to termination of employment with the Employer.

Please feel free to contact or consult *Independence* should you require any further information or if you have any specific concerns in this respect.

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#### 2. NON DISCLOSURE, NON SOLICIT AND INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AGREEMENT ("Employment Agreement")

You will be expected to sign the Employer's Employment Agreement. Please contact Talent for further details.

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#### 3. HARRASSMENT POLICY

**Administrative Policy Release ("APR") 213** is the Employer's policy prohibiting harassment. Deloitte LLP's subsidiaries located in India ("Deloitte India (Offices of the US)") are committed to providing a working environment that is free from harassment based on caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis, in accordance with applicable Indian central, state or local law. Expressly forbidden are unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Depending on the circumstances, such harassment may also include conduct such as stereotyped or demeaning remarks or gestures or the display or circulation, whether in writing or electronically, of materials or pictures offensive to persons because of their caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis in accordance with applicable Indian central, state or local law. The full policy will be accessible to you on DeloitteNet after joining Deloitte U.S. India.

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#### 4. WORKING HOURS, HOLIDAYS, LEAVES AND MATERNITY BENEFITS

You will be provided with your standard working hours, which may vary over the course of your career. The Employer may, from time to time, subject to applicable laws, require the employee to work beyond these hours.

You shall be entitled to paid holidays and leave as per the Employer's policies.

Women employees are eligible for maternity benefits as per the recent amendments (2017) in the maternity benefit act, 1961, including having 26 weeks of maternity leave with pay, as applicable.

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#### 5. RETIREMENT AGE

The age of retirement for employees of Deloitte India (Offices of the US) is 60 years. Your employment will therefore automatically terminate at the end of the month in which you attain 60 years.

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#### 6. TRANSFERS

You may be transferred, assigned, or asked to attend training at the offices of a Deloitte Entity or its clients or third parties in India or abroad with or without additional compensation. In such an event, you will also be governed by the terms and conditions of service applicable to the transfer, assignment, or training.

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#### 7. NOTICE PERIOD FOR TERMINATION OF SERVICES

The notice period for termination of your services is **60 Days** by either side and/or salary in lieu of notice period on part of the Employer only.

The Employer expects all employees to maintain the highest standards of professional conduct at all times.

In order to assure orderly operations and provide the best possible work environment, the Employer expects you to follow rules of conduct that will protect the interests and safety of all personnel, including but not limited to the Code of Ethics and Professional Conduct.

In the event of any breach of the Code of Ethics and Professional Conduct, non-performance of a contractual obligation or the terms and conditions laid down in this Annexure, or if you engage in any misconduct whether or not in connection with or affecting the business or affairs of the Employer or the work conduct, as specified by Employer, you will be subject to disciplinary action up to and including termination of your services/ employment with the Employer without any notice or payment in lieu of notice notwithstanding any other terms and conditions stipulated herein.

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#### 8. MISCONDUCT

Misconduct may include but is not limited to:

- Irregular attendance: repeated or excessive absence, tardiness or early departures/ late comings without approval.
- Unreported or unapproved absence (including overstay of leave) for more than five consecutive days or deviation from assigned and accepted schedule for more than five days.
- Falsification or manipulation in background verification process or employment records, employment information, or other records prior to or after joining the Employer.
- Falsification or manipulation of Deloitte Time & Expense (DTE).
- Knowingly providing false statements, either verbally or in written form.
- Neglect of normal duties and functions.
- Practices such as reading personal materials during working time, having obscene or inappropriate posters or screen savers at your work station, playing games at your work station, etc.
- Continued discharge of work functions that do not meet the standards reasonably expected.
- Breach of the confidentiality provision in the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement including disclosing to any unauthorized person any *Confidential Information* or *PII*.
- Willful insubordination or disobedience, whether or not in combination with another, of any lawful and reasonable instructions of any member of management or any authorised person.
- Engaging in unapproved outside employment and activities as defined in APR 218 (US & IND)

([https://deloittenet.deloitte.com/About/Policies/Admin/Pages/218\\_OutsideEmploymentActivities\\_US.aspx](https://deloittenet.deloitte.com/About/Policies/Admin/Pages/218_OutsideEmploymentActivities_US.aspx)).

- Installing, downloading, copying or duplicating any unauthorized or unlicensed software, programs, games, or attachments on any computer system of the Employer or of any *Deloitte Entity* or its clients.
- Engaging in any illegal activities.
- Workplace violence, including threats of physical violence.
- Corporate credit card delinquencies.
- Causing damage to the property of the Employer, any *Deloitte Entity*, its clients, or their respective personnel
- Going on or abetting a strike in contravention of any law.
- Theft of any property belonging to another, the Employer or any *Deloitte Entity*, or their respective personnel, clients, or visitors
- Possession of firearms, explosives, knives or any instruments that can be used as an injurious or deadly weapon in the workplace or at any *Deloitte Entity* sponsored event.
- Corruption, fraud, or misappropriation of funds.
- Failure to comply with the policies, guidelines, rules and regulations of the Employer or a *Deloitte Entity* as applicable.
- Excessive personal use of the Employer's telephone, fax or computer systems.
- Failure to adhere to applicable laws.
- Any act prejudicial to or in conflict with the interests of the Employer or a *Deloitte Entity*.

The above terms and conditions are based on, and should be read in conjunction with, the Employer's policies, guidelines, procedures and other rules currently applicable, including but not limited to Administrative Policy Releases (APRs) and Deloitte India (Offices of the US)'s other policies, guidelines, rules, and regulations. The above rules are subject to amendments from time to time and the amended rules, policies, procedures, and guidelines would be posted on the Employer's Intranet site i.e. <https://deloittenet.deloitte.com/Pages/Home.aspx> for employee reference. The policies will be updated from time to time in the future and we deem to have your consent to any and all such changes. Furthermore, upon acceptance of employment with the Employer, you may be requested to read and acknowledge acceptance of various policies and guidelines of the Employer. It is expected that you will read and acknowledge all such communications.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name



### Training Agreement

On behalf of **Deloitte Tax Services India Private Limited**, please accept our congratulations on your recent offer of employment to join the Company as **Tax Consultant I** pursuant to the terms and conditions of your offer letter dated **August 26, 2024**. You made a very favorable impression with everyone you met and we are excited about the possibility of you joining the Company.

As you may be aware, as a condition of employment with the Company, you may be required to travel Overseas to attend a series of training sessions for a period of up to 90 days. This training will be a combination of classroom procedural training as well as on-site training to observe employees conducting similar work at various client locations. This training represents the confidence we have in your ability to be a valuable member of the practice of the Company.

As per Company policy, we kindly bring to your attention that all employees attending training overseas are required to sign a Training Agreement which will obligate the employee to repay a calculated amount of the costs associated with the training, only if the employee resigns his/her position or are terminated for cause within a specified period after completion of the training (usually between 6 to 18 months). This repayment obligation disappears after the specified period of time has lapsed. We all look forward to seeing you again soon and having you join our team of outstanding professionals.

Sincerely,

For **Deloitte Tax Services India Private Limited**

DocuSigned by:

*Pooja Madhani*

6718FF75DA89400...

By:

Signature

**Authorized Signatory**





**Deloitte Tax Services India Private Limited**  
**Deloitte Tower Survey No. 41 Gachibowli Village, Ranga**  
**Reddy District, CIRCLE 3, Hyderabad - 500032, Telangana,**  
**India**

**Tel: +91 040 67621000**  
**www.deloitte.com**

**Subject: Offer of Employment**

**Dear ABHISHEK SONOWAL:**

On behalf of **Deloitte Tax Services India Private Limited** (the "Employer" or "Company"), I am pleased to confirm our offer of employment to you as **Tax Consultant I** based in **Hyderabad**.

We extend this offer, and the opportunity it represents, with great confidence in your abilities. You have made a very favorable impression with everyone you met and we are excited with the prospect of you joining our organization on **JUNE 26, 2022**.

Your immediate manager will communicate details of your role and work responsibilities in the initial weeks of your joining the Employer. During your employment, the Company may require you to work on any project that you are assigned to, on any technical platforms/skills and nature of the project, in differentiated work timing, at designated work space and location as may be decided by the company.

As part of your annual compensation, you will receive a Total Salary of **Rs 382500** and, will be eligible for a performance linked variable bonus. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount could vary depending upon the business and individual performance each fiscal year and, in some situations, could exceed the payout range indicated. Any amounts paid will be subject to statutory and other deductions as per Employer policies and practices. The details of your compensation breakdown are provided in the attached Annexure A.

As an incentive to join the Company, you are eligible to receive a joining bonus of **Rs./₹ 100,000/-** subject to your reporting for full-time employment on **JUNE 26, 2022**. This amount will attract applicable taxes and will be processed as part of your first month's payroll. You will have an obligation to repay the entire amount of your joining bonus if you resign your position or are terminated for cause by the Company within **12 months** of your start date.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

Your employment with us will be governed by the Terms and Conditions as detailed in **Annexure B**, as well as any and all rules, regulations, guidelines, policies and practices of the Employer, which may be amended from time to time. Deloitte LLP and its U.S.-based subsidiaries (the "Deloitte U.S. Firms") requires their employees to make the necessary representations regarding independence and other matters. Because the Employer is an Indian subsidiary of Deloitte LLP, we must also comply with these independence requirements. Accordingly, this offer is conditional upon you agreeing to make such representations under the Employer's Independence Representations requirements, as further explained in **Annexure B**.

Your compensation details are confidential, and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization. We would like you to join the Employer on, or an alternative mutually agreed upon date.

This offer letter, together with the Annexures described herein, and the Non-Disclosure, Non Solicit and Intellectual Property Rights Assignment Agreement, the Information Security Policy (which you are required to sign upon joining), constitute the entire agreement between the parties with respect to the subject matter of this offer, and supersedes all other previous or contemporaneous oral or written representations, understandings or agreements relating to the subject matter of this offer between you and the Employer or its affiliates.


In compliance with applicable laws, Deloitte India (Offices of the US) provides its professionals with home pick-up and drop transport services within **pre-defined** boundary if their shift timings are between 8:30 p.m. - 6:00 a.m. in Hyderabad, 9:00 p.m. - 6:00 a.m. in Mumbai, Pune; 7:00 p.m. – 6:00 a.m. in Gurugram, 8:00 p.m. - 6:00 a.m. in Bengaluru, Chennai, and Kolkata.

This letter and **Deloitte Tax Services India Private Limited** employment application are intended to be final. To accept the offer and the terms of this letter, please sign below in the space provided within three business days.

everyone you have interviewed with joins me in extending to you congratulations and warm regards. We look forward to you joining our team.

Sincerely,

**For Deloitte Tax Services India Private Limited**  
Best regards,

By:   
Signature

**Authorized Signatory**

**Acceptance**

Signature

Date

**Annexure A****Tax Consultant I -**

<b>Description</b>	<b>Monthly</b> (Rs. per month)	<b>Annual</b> (Rs. per Annum)
Basic Pay	<b>17,500</b>	<b>210,000</b>
House Rent Allowance (HRA)	<b>8,750</b>	<b>105,000</b>
Special Allowance <sup>1a &amp; 1b</sup>	<b>11,867</b>	<b>142,404</b>
Leave Travel Allowance <sup>2</sup>	<b>1,750</b>	<b>21,000</b>
Differential Allowance	<b>5,833</b>	<b>69,996</b>
Meal Card <sup>3</sup>	<b>2,200</b>	<b>26,400</b>
Employer's contribution to PF	<b>2,100</b>	<b>25,200</b>
<b>Total Salary (in Rs.)</b>	<b>50,000</b>	<b>600,000</b>
Variable Bonus*	You are eligible for a performance linked variable bonus. It will be paid out at the end of the fiscal year, as applicable and on the basis of your individual performance and performance of the business	
Medical Insurance Premium <sup>4</sup>	<b>3,014</b>	<b>36,167</b>

\*The Variable Bonus will vary, primarily based on your individual performance and the performance of the business, during the Employer's fiscal year which is June through May. Your performance will be formally assessed as a part of the Employer Performance Review Cycle Process. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount will vary depending upon the business and individual performance and in some circumstances, could exceed the payout range indicated. The performance of all the employees who have joined the Employer prior to March 1st will be assessed for the fiscal year ending in May. The disbursement of a Variable Bonus, if applicable, is subject to you being active on the rolls of the Employer, during the Annual Incentive Program payout cycle for the fiscal year. For employees joining during the period March 1st to May 30th, a prorated Variable Bonus, if applicable, will be based on the first year-end review ratings in the subsequent year and paid during the Annual Incentive Program payout cycle of that year. The Variable Bonus will not be paid in the event of termination of employment for any reason on or before the disbursement time. The application and interpretation of, and any determinations related to, the Variable Bonus is at the sole discretion of Employer. Employer may amend or terminate the Variable Bonus at any time. All compensation and benefits are based on employee's position with the Employer in India.

Contd/-....

Annexure A

<sup>1</sup>All employees may claim tax exemption, subject to tax rules from time to time, from their Special Allowance component, expenses incurred towards communication and Driver / Fuel & Maintenance Expenses as per eligibility mentioned below:

**Employee Level -  
Tax Consultant I**

<sup>1a</sup>Communication Expenses

<sup>1b</sup>Fuel Expenses

*Only one Post paid mobile, one Land Phone  
and One internet connection bill(s) can be  
claimed.*

*Petrol / Driver / Insurance / Repairs &  
Maintenance*

**Rs./₹ 3,000/-** per month

**Rs./₹ 7,500/-** per month

<sup>1a</sup> The internet/telephone/mobile bills should be in the Employee's name.

<sup>1b</sup> For claiming vehicle running expenses (Driver / Fuel / Repairs & Maintenance expenses) the vehicle has to be in the name of the Employee and the current tax rules are as under. The above limits will be applicable for all those who are on company car lease program and the below limits will apply for all those who are on self-owned car. In case of company leased car, taxability would be as per the current perquisite valuation rules.

Nature of Expenses	Own Vehicle –Maximum Tax exemption limit per month		
	4 Wheelers (Engine Capacity)		
	<= 1600 cc	> 1600 cc	Two Wheelers
Fuel & Maintenance	Rs. 1,800	Rs. 2,400	Rs. 900
Driver's Salary	Rs. 900	Rs. 900	Not applicable

All employees at and above **Senior Staff** are eligible for the company car lease program. If you choose to avail of this benefit, the amount towards lease rental will be paid by the firm on your behalf to the leasing company and your compensation structure will be adjusted accordingly. A revised letter with the new compensation structure will be issued that will supersede this letter for all practical purposes.

<sup>2</sup> The Leave Travel Allowance (LTA) will be paid on a monthly basis as an allowance with tax deducted at source. If you choose to avail the tax benefit on LTA, you should submit proof of expenses incurred by you for Self and / your immediate dependents. The taxability or otherwise of LTA will be as per the Income Tax Act 1961, details of which will form part of the LTA Form.

<sup>3</sup> Meal Card amount will be credited at the start of each month and for the first month (For New Hires) prorated amount will be processed as part of payroll. If not collected, it will be processed as a taxable amount with the salary.

<sup>4</sup> Annual Floating Medical Insurance Coverage for self and **6 dependents** is being paid by the Employer on your behalf. The premium amount is subject to change every year post renewal of insurance policy. In case you opt for an enhancement of the coverage limit, the additional premium will be adjusted accordingly from the special allowance.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

You may also be eligible to either a One-time Stipend or a temporary lodging basis joining the registered office location, you will receive a survey from Deloitte prior to your joining.

You may select the best option for availing the relocation assistance. If an employee who has availed this reimbursement decides to quit within 18 months from the date of relocation claim for whatever reason, the relocation reimbursement paid to the employee will be recovered in full, from the employee's full and final settlement.

By joining the Company, you will become a member under the 'Deloitte USI Employees Welfare Trust' and may be required to make a nominal contribution as a member.

Original bills towards the above components should be submitted during the Income Tax fiscal period evidencing the expenditure to get Income Tax exemption, failing which the same will attract applicable Income Tax.

Submission of false, tampered or altered bills as proof of expense for any of the above components will result in disciplinary action including termination of employment.

**Your compensation above is subject to income tax deduction per rules and guidelines prescribed under the prevailing tax laws. This may change from time to time in line with the amendments done in tax laws.**



## Annexure B

### **Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement ("Employment Agreement")**

In consideration of my employment by **Deloitte Tax Services India Private Limited**, an Employer incorporated under the provisions of the Companies Act, 1956 and having its registered office **Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District, CIRCLE 3, Hyderabad - 500032, Telangana, India** (the "Employer") as **Tax Consultant I** - and other valuable consideration, I acknowledge and agree that:

#### **PRELIMINARY MATTERS**

**1. Defined Terms.** The italicized terms in this agreement (the "Employment Agreement") are defined in **Exhibit A** hereto.

**2. Pre-existing Agreements or Arrangements.** I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Agreements or Arrangements*. The Employer expects me to abide by all restrictions or obligations that are contained in such Pre-existing Agreements or Arrangements and to avoid involvement, while employed by the Employer, in any matter that could pose a conflict as a result of confidential information or intellectual property obtained by me prior to my *Employment*. I further represent that none of these restrictions or obligations, including those set forth in any non-compete agreements with prior employers, is inconsistent with my acceptance of the Employer's offer of *Employment* or my becoming, and serving as, **Tax Consultant I** of the Employer. To the extent applicable and if I am joining the Employer after having served as an employee or official of the United States Government, I further represent that: (1) I have disclosed my prior participation, if any, in any discussions or negotiations with, or decisions to award contracts to, the Deloitte U.S. Firms while I was employed by the United States Government; and (2) I had either recused myself or had not played an active role in the applicable United States Government agency's decision to award any contracts to the Deloitte U.S. Firms while I was employed by the United States Government.

#### **PROTECTION OF OUR BUSINESS**

**3. Reporting of Proceedings.** Except as provided by law and except as I have disclosed in writing on **Exhibit C** to this Agreement, I represent and warrant that I have no *Proceedings* to report. Should I become a subject of any *Proceedings* during my association with the Employer, I agree to immediately report, in writing, all relevant facts to the Chief Talent Officer of Deloitte LLP, the Regional Talent Director of the Employer, and the Chief Ethics and Compliance Officer of Deloitte LLP. I understand that my responses are subject to audit and review by the Employer and others in accordance with applicable professional, ethical, legal, or Employer requirements, rules, regulations, policies, or practices, or other requests.

**4. Confidentiality.** I acknowledge that, by virtue of my *Employment*, I will acquire and be exposed to, have access to, make use of and/or create *Confidential Information*. Therefore, I agree to hold in trust and confidence all such *Confidential Information*. I will neither disclose any such *Confidential Information* to anyone outside a *Deloitte Entity* without the prior written approval of an *Authorized Signatory*, except as required by my authorized duties for the Employer, nor use any such *Confidential Information* for any purpose other than for the benefit of a *Deloitte Entity*.

**5. Third Party Information and Property.** I agree that during my *Employment*, I shall not use or disclose any confidential information or intellectual property of any former employer or other person or entity without the prior written authorization of such employer, person or entity and the prior written consent of an *Authorized Signatory*. If I were to use or disclose any such Confidential Information or Intellectual Property without prior consent, and any of the *Deloitte Entities* become the subject of any claim from a third party regarding such unauthorized use or disclosure, I agree to hold harmless and indemnify the *Deloitte Entities* for any legal defense costs and/or damages related to any such claim.

**6. Authorization.** Only employees of the Employer holding a senior or managerial position with the Employer will be authorized by a specific authorization, delegation, or power of attorney to sign legal documents, representing the Employer. Similarly, only such authorized employees of the Employer may speak about the Employer, the business and plans, various client-related projects etc.

**7. Competing Activities and Conflict of Interest.** During the period of my *Employment* I will not, directly or indirectly, participate in or in any way render services or assistance to any business that is or may be competitive with a *Deloitte Entity*, whether or not for compensation, or engage in any conduct which might result in, or create the appearance of using my position for private gain or other than for the benefit of a *Deloitte Entity*, or otherwise create a conflict, or the appearance of a conflict, of interest with a *Deloitte Entity*. Such conduct shall include, but not be limited to, having an undisclosed financial interest in any vendor or supplier of a *Deloitte Entity*, accepting payments of any kind or gifts other than of a nominal value from vendors, clients or suppliers, or having an undisclosed relationship with a family member or other individual who is employed or

associated with any entity in active or potential competition with a *Deloitte Entity*, and which creates a conflict of interest. I represent and warrant that I am not currently aware of any present or past violation of this provision.

**8. Authorization to Access Systems and Electronic Communications and use of Deloitte Property.** I understand that while employed with a *Deloitte Entity*, I will use and have access to the Systems. I also acknowledge that a *Deloitte Entity* has the right at any time to access, retrieve, delete, monitor, examine, use and/or disclose my Electronic Communications and information from (or about) me and the content, without notice to me, and that such *Electronic Communications* are considered part of a *Deloitte Entity's* business and client records and are not to be considered private or personal to me or any other *Personnel*. I further acknowledge that this right extends to *Electronic Communications* transmitted for either a business or personal purpose.

I agree that I am authorized to access the *Systems* only for approved business purposes and occasional personal use if such use does not interfere with my work responsibilities and other required business activities, business operations, or *Systems* performance. However, I also acknowledge that such occasional personal use does not create an expectation of privacy as to any of my personal *Electronic Communications* and, as such, are *Deloitte Property*.

I further acknowledge that I am not authorized to use the *Systems* for personal gain or any illegal or unethical use. I agree that under no circumstances am I authorized to access any of the *Systems* for the purpose of obtaining *Deloitte Property* for a competitor of a *Deloitte Entity*, transmitting *Deloitte Property* to me (e.g., emailing *Confidential Information* to my personal email address) or to a third party for purposes other than furthering the business objectives of a *Deloitte Entity*. I am not authorized to download a *Deloitte Entity's Confidential Information* or other *Deloitte Property* to removable media such as a CD Rom, disk or thumb drive other than as authorized for furthering the business objectives of a *Deloitte Entity*.

I will be responsible for the safe keeping and return in good condition and order of all the *Deloitte Property* that may be in my use, custody, care or charge. For the loss of any *Deloitte Property* in my possession or custody or for which I have been assigned responsibility, the Employer will have a right to assess on its own basis and recover from me, the damages in respect of such materials (out of the amounts due to me or otherwise) and to take such other legal action as it deems appropriate including termination of my employment without notice or payment in lieu thereof in the event of my failure to account for such material or property to its satisfaction.

**9. Security.** I am provided with a worktable and lockable storage space. I will ensure they are locked when unattended and understand that a duplicate key will only be provided if I sign for it. I am required to display my identity card to the appropriate security personnel on demand and at all times within the office premises.

**10. Ownership of Works.**

a. I agree that the Employer owns all rights, title and interest in and to all *Works*.

b. I agree that all *Works* are deemed works made for hire under India copyright or applicable laws or equivalent laws of any applicable foreign jurisdiction, and all *Intellectual Property Rights* therein vest automatically in the Employer upon creation of the *Works*. I agree that, to the extent any *Work* is held not to be a work made for hire, I hereby irrevocably assign all *Intellectual Property Rights* in the *Work* to the Employer. Notwithstanding anything contained in Section 19(4) of the Indian Copyright Act, 1957, I agree that such assignment shall continue to be in force for perpetuity irrespective of whether or not the Employer exercises its rights as the assignee for any period of time.

c. I will at all times, even after termination of my *Employment*, do whatever the Employer reasonably requests of me, at the Employer's expense, to document the assignment of any *Works* to the Employer or to assist the Employer in pursuing, renewing, extending or assigning any *Intellectual Property Rights*, and otherwise perfecting, protecting and enforcing said *Intellectual Property Rights* in, any *Works*. I agree that, as between me and the Employer, the Employer shall be the sole author, inventor, and owner of all such *Works* and *Intellectual Property Rights* therein throughout the world, and that the Employer shall have the sole right to seek copyright registrations, patents or trademark registrations, including all extensions and renewals thereof. I also hereby agree that I waive all moral rights in any *Works*.

I also agree to assign all my right, title and interest in and to any particular *Works* to a third party as directed by the Employer.

In the event the Employer is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraphs, I hereby irrevocably designate and appoint the Employer and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and in my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraphs with the same legal force and effect as if executed by me. I hereby waive any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any *Works* assigned hereunder to the Employer.

d. During a 12 month period after termination of my *Employment*, I agree that any *Intellectual Property* I create or conceive that results from and is related to any work assigned to or performed by me for the Employer, or that was created using *Deloitte Property*, is a *Work* that is subject to Paragraph 10 (b) above. For purposes of clarification, the foregoing provision is in addition to, and not in limitation of, any rights and remedies the Employer may have under the applicable laws protecting *Intellectual*

*Property of the Deloitte Entities.*

e. I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Employer) of all *Works* developed by me during the period of my employment with the Employer, which records shall be available to and remain the sole property of the Employer at all times.

**11. Pre-existing Creations; Personal Creations.** My obligations in Paragraph 10 do not apply to *Pre-existing Creations* and *Personal Creations*. I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Creations*. I acknowledge and agree that I will not assert any ownership rights against the *Deloitte Entities*, or their respective clients, with respect to any *Pre-existing Creations* unless they appear on **Exhibit B**, and **Exhibit B** has been accepted and agreed to by an *Authorized Signatory* who has signed at the bottom of such **Exhibit B**. I further agree that I shall not use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment* without the prior written consent of an *Authorized Signatory*. To the extent that I use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment*, I agree that, except as otherwise provided in a written agreement executed by me and the Employer, I hereby grant to the Employer an irrevocable, royalty free, perpetual, fully paid up, transferable, sub-licensable license to use, reproduce, distribute, display, perform, modify and create derivative works of and otherwise exploit such *Pre-existing Creations* or *Personal Creations* for any purpose including, but not limited to, client engagements.

**12. Post- Employment Restrictions re: Clients.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or serving of certain clients related to my work for a *Deloitte Entity* would necessarily involve the unauthorized use or disclosure of *Confidential Information*, and the proprietary relationships and goodwill of the *Deloitte Entities*, and, in the case of my serving of certain clients, could compromise the full compliance of the Employer or another *Deloitte Entity* with the applicable laws, rules and regulations of a U.S. or India regulatory body or other independence-related requirement of a regulatory body. Accordingly, during the period of my *Employment* and for a period of one year thereafter, I will not, directly or indirectly, solicit or provide services to any existing client of a *Deloitte Entity* with which I had personal contact and provided services during the two-year period prior to termination of my *Employment*.

**13. Exceptions to Post- Employment Restrictions re: Clients.** I understand that the obligations of Paragraph 12 will not apply for a period of three (3) years after my start date or the date of my promotion or transfer to clients of a *Deloitte Entity* and/or certain specified kinds of services rendered to such clients that meet all of the following criteria: (a) are personal clients of mine who came to a *Deloitte Entity* solely to avail themselves of certain specified kinds of services rendered by me and only as a result of my own independent recruitment efforts, which a *Deloitte Entity* neither subsidized nor otherwise financially supported as part of a program of client development, (b) are listed on **Exhibit D** expressly by name with respect to client and with sufficient specificity with respect to the kinds of service(s) that I will be permitted to render, and (c) are accepted and agreed to as to their listing on **Exhibit D** by an *Authorized Signatory* who has signed at the bottom of such Exhibit. I agree that after a period of three (3) years from my start date or the date of my promotion or transfer the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on **Exhibit D** to support the application of the obligations of Paragraph 12 to those clients.

**14. Future Employment with Clients.** Except as otherwise provided herein, I understand that I am not prohibited from accepting employment with a client (or an affiliate of such client) of a *Deloitte Entity*. Before entering into substantive discussions with an *Attest Client* regarding any employment opportunity, I acknowledge and agree that during my *Employment* and for five years thereafter I must first notify *Independence* and obtain prior written approval from *Independence*. I acknowledge and understand that it is the intent of the Employer to interpret and apply this provision (a) in an effort to ensure the full compliance of the *Deloitte Entities* with applicable U.S. and India laws, rules, and regulations; (b) to serve the public interest; and (c) to protect the legitimate interests of the *Deloitte Entities* or their respective *Attest Clients* under applicable U.S. or India laws, rules and regulations in a manner that is no greater than is reasonably necessary to protect such interests and without being unduly harsh and oppressive to me and my interests in future employment with an *Attest Client*. Further, I acknowledge and agree that because of, among other things, the importance of the *Deloitte Entities* remaining in compliance with applicable independence rules, such approval may be withheld by *Independence* in the event that my employment with an *Attest Client* would, in the view of Deloitte LLP, be inconsistent with applicable laws, rules and regulations or jeopardize the independence of a *Deloitte Entity* with respect to such *Attest Client*.

**15. Restrictions re: Personnel and Contractors.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or hiring or of any of its *Personnel* or contractors of the *Deloitte Entities*, or my participation in their hiring, admission or retention, would necessarily involve the unauthorized use or disclosure of *Confidential Information* or the proprietary relationships and goodwill of the *Deloitte Entities*. Accordingly, during my *Employment* and for one year thereafter, I will not, directly or indirectly, (a) solicit or attempt to solicit, or participate in the solicitation of or any attempt to solicit any *Personnel* to leave a *Deloitte Entity*, or to join any firm or business with which I may be or become affiliated; (b) participate in the hiring or admission of any *Personnel*; or (c) cause a contractor of a *Deloitte Entity* to cease providing services to, with, or on behalf of the *Deloitte Entity*.

**16. Post- Employment Restrictions re: Deloitte Property.** Upon termination of my *Employment*: (a) I will not use or disclose *Deloitte Property*, including, but not limited to, *Confidential Information* and *Works*, for any purpose; (b) I will not retain or take with me any *Deloitte Property*; (c) I will immediately deliver to a *Deloitte Entity* at any location that it designates, at my expense, within one business day after the termination of my *Employment* or on an alternate date designated by a *Deloitte*

*Entity*, any *Deloitte Property* that I may then or thereafter hold or control; and (d) I agree to allow a *Deloitte Entity* to inspect any of my personal or home computers, including smart phones, tablet computers, or any device, media or location capable of storing electronic data, to determine whether any *Deloitte Property* resides on such computers and to permit a *Deloitte Entity* to remove such *Deloitte Property*.

## **OTHER POST- EMPLOYMENT OBLIGATIONS**

**17. Transition of Work and Cooperation.** Upon termination of my *Employment* for any reason, I will cooperate with a *Deloitte Entity* in all matters relating to the completion of pending work and its orderly transfer. I will also cooperate fully with a *Deloitte Entity* in connection with any threat of or actual legal proceeding against a *Deloitte Entity* or any client, customer or licensor of a *Deloitte Entity* arising out of any matter with or of which I had contact or knowledge during my *Employment*.

**18. Notification of Post- Employment Obligations.** I agree that prior to accepting employment or affiliation with another firm or business I will advise such firm or business of my duties and obligations under this Employment Agreement. After my *Employment* ends, I agree that a *Deloitte Entity* shall be permitted to advise any firm or business with which I have accepted an offer of employment or affiliation concerning my duties and obligations under this Employment Agreement.

**19. Certification.** I agree that during or after my *Employment* I will, if requested, provide written certification in such form as the Employer may require that I have complied with my obligations hereunder, including, without limitation, those obligations set forth in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15 and 16 of this Agreement.

## **OUR ENFORCEMENT RIGHTS AND REMEDIES IN THE EVENT OF A BREACH**

**20. Equitable Relief and Attorney's Fees.** I acknowledge and agree that a breach of this Employment Agreement, including, but not limited to, a breach of my duties and obligations under the terms and conditions of Paragraphs 4, 5, 7, 8, 9, 10, 12, 14, 15 or 16 would cause irreparable harm to the *Deloitte Entities* and that, in addition to other remedies, the Employer on behalf of itself or another *Deloitte Entity* is entitled to a temporary restraining order, an injunction or other equitable relief to prevent any such breach. I also acknowledge that, to the extent permitted by law, a *Deloitte Entity* will be entitled to the payment of the *Deloitte Entities'* reasonable costs and attorney's fees incurred in enforcing this Employment Agreement. I also acknowledge that, to the extent permitted by law, the Employer may request that a court extend the one year period following the termination of my *Employment*, as provided in Paragraphs 12 and 15, to correspond with the period that I participated in activities prohibited by Paragraphs 12 and 15.

**21. Liquidated Damages: Client Fees.** I agree that in the event of a breach under Paragraph 12, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

**22. Liquidated Damages: Compensation.** I agree that the precise amount of damages flowing from a breach under Paragraph 15 would be impracticable or extremely difficult to ascertain in an actual amount. Therefore, I agree that in the event of a breach under Paragraph 15, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by or owed to any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

**23. Right of Inspection.** I agree to permit the Employer (or to use my best efforts to enable the Employer) to inspect my books and records (and the books and records of any entity which employs or is associated or affiliated with me), upon request and at reasonable times, to enable the Employer to confirm the calculations described above and to verify compliance with Paragraphs 12 and 15. The Employer shall keep confidential any proprietary information obtained, except as may be necessary or desirable to enable the Employer to enforce its rights under this Employment Agreement and except as may be required by any statute, court or administrative order to decree or government ruling or regulation.



**MISCELLANEOUS**

**24. Governing Law; Choice of Forum.** This Employment Agreement is deemed to have been executed in the Employer's office in **Hyderabad, Telangana, India** and will be construed and governed in accordance with the laws of the Republic of India without regard to its conflicts-of-law principles. You agree to submit to jurisdiction before any court of record in which the Employer's office to which you were assigned is located, or in which a breach of this Employment Agreement may occur, at the election of the Employer, and you waive any right to raise questions of personal jurisdiction or venue in any action the Employer may bring against you in any such court. You further agree to accept service of process/summons/legal notice from the Employer when that process/summons/legal notice is either sent to your last known address by certified mail or served by any other means permitted under the law of the jurisdiction in which the Employer may bring an action against you.

**25. Modifications.** My obligations hereunder may not be changed or modified, released, discharged, abandoned or terminated, in whole or in part, except by an instrument in writing signed by an *Authorized Signatory*.

**26. Severability.** Every provision of this Employment Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such term or provision will be enforced to the maximum extent permitted by law and, in any event, such illegality or invalidity shall not affect the validity of the remainder of the Employment Agreement.

**27. Blue-Penciling.** If any court determines that any provision of this Employment Agreement, or any part hereof, or the application of any such provision, or any part hereof, to any person or circumstance is unenforceable or void, such court shall have the power to modify such provision, or any part hereof, to the extent necessary to render it legal and enforceable while preserving its intent, or if such modification is not possible, by substituting therefore another provision that is legal and enforceable and that achieves the same objective.

**28. Waiver.** None of my obligations under this Employment Agreement shall be deemed to have been waived by the Employer except if the giving of such waiver is contained in a written notice given to me and no such waiver shall be deemed to be a waiver of any other or further obligation I have under this Employment Agreement.

**29. Entire Agreement.** This Employment Agreement, the Employer's employment application, the Terms and Conditions of Service issued pursuant to the offer of employment and any documentation employing me or transferring me to the Employer, contain the entire understanding between me and the Employer or any other *Deloitte Entity* with respect to the subject matter hereof and supersedes all prior representations, warranties, and agreements with respect to such subject matter, and no representations, warranties or other covenants exist with respect to such subject matter that are not contained or expressly referred to herein. Notwithstanding the foregoing, any written agreement between a *Deloitte Entity* and me with respect to the subject matter hereof that was signed by me prior to the effective date of this Employment Agreement shall remain valid and enforceable according to the terms of such agreement with respect to all acts and omissions occurring prior to the effective date of this Employment Agreement. In the event of a conflict between this Employment Agreement and the employment application or any other document purporting to set forth terms and conditions of my *Employment*, this Employment Agreement will control.

**30. Transfer and Assignment.** Unless as the Employer shall otherwise determine, the rights, obligations and benefits of the Employer under this Employment Agreement, including but not limited to those rights and benefits relating to my post-Employment obligations set forth in this Paragraph 30 and in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19 and 23 above, are transferred and assigned, in whole or in part (as the Employer shall determine) and without the need for my consent or the formality of documentation or prescribed processes, to (a) any *Deloitte Entity* in connection with my transfer to that *Deloitte Entity* or (b) any entity that acquires all or a part of the assets or business of the Employer. All provisions of this Employment Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, representatives, successors, and assigns of the Employer and me, and any *Deloitte Entity* to which I may be transferred during my *Employment*, provided, however, none of my duties or obligations under this Employment Agreement may be assigned or transferred by me to any other person or entity without the Employer's prior written approval of such assignment or transfer. Any purported assignments in violation of this Paragraph 30 shall be null and void.

**31. Headings.** The headings contained in this Employment Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Employment Agreement.

I have read the foregoing, understand it, and agree to comply with its terms.

**For Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
 6718FF75DA89400...

Pooja Madhani

**Talent**

**Authorized Signatory**

Effective as of , I accept all the terms and conditions of the Employer as stipulated in this Employment Agreement.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

**EXHIBIT A**

The definitions below apply to the italicized terms that appear in the Employment Agreement (including the exhibits):

**Attest Client** – attest client (or an affiliate of such client) of Deloitte & Touche LLP or a *Deloitte Entity*.

**Authorized Signatory** – a director, officer or other person who is authorized to sign on behalf of a *Deloitte Entity*.

**Confidential Information** – any information not generally known to the public, in any *Form*, that (1) relates to the operation of a *Deloitte Entity* or provides the *Deloitte Entities* with a competitive advantage, (2) consists of Personally Identifiable Information (*PII*) or other personal information about *Personnel*, client and other third party personnel, independent contractors, subcontractors, agents, vendors, suppliers or others which the Employer or another *Deloitte Entity* receives in the course of business, and (3) all other information entrusted to the Employer or another *Deloitte Entity* by clients and other third parties. *Confidential Information* includes, but is not limited to, *Intellectual Property*, supplier information, designs, business or marketing plans, forecasts and financial information, tax returns, tax identification numbers, agreements, client or prospective client lists, specific information about clients or prospective clients such as preferences for specific products and services, client or prospective client needs based on financial history and past purchases of services, client or prospective client development plans, specific rates charged to a client or offered to a prospective client and other business or client records. *Confidential Information* also includes, but is not limited to, debit or credit card information, employment applications, organization charts, performance ratings and other personnel records.

**Deloitte Entity** – the Employer, Deloitte LLP, and any corporation, company, partnership, limited liability company or other entity (a) that (i) is owned, directly or indirectly, in whole or in part, by Deloitte LLP (the “Deloitte U.S. Firms”), including but not limited to Deloitte LLP subsidiaries in India, the Deloitte Touche Tohmatsu verein, Deloitte Global Services Limited, Deloitte Global Services Holdings Limited, Deloitte Touche Tohmatsu Limited (“DTTL”) or any member firm of DTTL or affiliate thereof (collectively, the “DTTL Member Firms”) or (ii) controls, is controlled by or is under common control with any of the entities listed in clause (i); or (b) in which any *Personnel* participated on its behalf, or carried out any duties with respect to its affairs. For purposes of this Employment Agreement, the term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract, or otherwise.

**Deloitte Property** – *Confidential Information*, *Systems*, equipment, debit and credit cards issued in connection with my *Employment*, furniture, facilities and any and all other materials owned, licensed or leased by a *Deloitte Entity*, including, without limitation, computerized or electronic information and all copies thereof in any form or media, created by, furnished to, obtained by or prepared by me in the course of my employment in any capacity.

**Deloitte India (Offices of the US)** - The following companies shall be deemed to be the affiliates of each other and are collectively referred to as Deloitte India (Offices of the US): (i) Deloitte Consulting India Private Limited (ii) Deloitte Tax Services India Private Limited (iii) Deloitte Support Services India Private Limited (iv) Deloitte Financial Advisory Services India Private Limited and (v) Deloitte & Touche Assurance & Enterprise Risk Services India Private Limited.

**Electronic Communications** – all text, audio, video, images, information, data, files and attachments created, displayed, sent, received, posted, accessed or stored, whether deleted or not, by means of the *Systems*.

**Employment** – the nature of my relationship with the Employer or a *Deloitte Entity* pursuant to this Employment Agreement. Alternatively, and depending on context, *Employment* is the period of time during which this relationship persists.

**Form** - paper, computer disc, USB drive, website; any other tangible or electronic medium by which information may be stored or accessed; and human memory.

**Independence** – National Office (Independence) of Deloitte LLP.

**Intellectual Property** - works of authorship (including, without limitation, books, articles, data compilations, software and other copyrightable materials), materials, patents, inventions, designs, techniques, methodologies, processes, discoveries, know-how, ideas, trade secrets, moral rights, trademarks and other indicia of origin together with the goodwill therein, and all patent applications, copyright and trademark applications and registrations, and extensions and renewals thereof, throughout the world.

**Intellectual Property Rights** – all rights, title and interest in Intellectual Property.

**PCAOB** – the United States Public Company Accounting Oversight Board.

**Personal Creations** – *Intellectual Property* that meet all of the following criteria: (1) it is conceived, developed, and created by me on my own time without using *Deloitte Property* or *Personnel* (during work hours), facilities, *Confidential Information* or *Works* of a *Deloitte Entity*, (2) it is unrelated to the actual or reasonably anticipated business or research and development of a

*Deloitte Entity*, and (3) it does not result from any work performed by me and the *Personnel* (during work hours) for a *Deloitte Entity*.

**Personnel** – partners, principals, members, officers and employees of a *Deloitte Entity*.

**PII** – information (excluding business contact information such as an individual's name and one or more of the following: organization name, organizational title, organizational role, business address, business telephone number (including business cell phone number and business email address) relating to an identified or identifiable natural person. An identifiable natural person is a natural person who can be identified, directly or indirectly, by reference to an identification number or factors specific to his or her physical, physiological, mental, economic, cultural or social identity. Set forth below is a non-exclusive list of information that constitutes PII when such information relates to an identified or identifiable natural person:

- Account number (bank account, credit card, etc.)
- Address
- Biometric identifier
- Certificate or license number
- Date of birth
- Government identifiers (such as PAN)
- Name\*
- Personnel Number
- Photograph or video identifiable to an individual
- Vehicle identifier or serial number
- Other information related to an individual that may directly or indirectly identify that individual (e.g., salary, performance rating, purchase history, call history, etc.)

\* Note: When an individual's name is used with PII that is not business contact information, it is included in the definition of PII.

**Pre-existing Agreements or Arrangements** – agreements or arrangements that (1) relate to any *Pre-existing Creations*; or (2) may affect my ability to comply with the requirements of this Employment Agreement, including all contractual and other restrictions or obligations with other parties, including any post-employment restrictions and required notifications to the extent applicable under 18 United States Code §207, CFR 3.104-4, and India laws, rules and regulations that may or will impose limitations on my professional activities during my *Employment* (such as any non-compete agreements with prior employers and the one-year ban on lobbying contacts).

**Pre-existing Creations** – any *Intellectual Property* and *Intellectual Property Rights* that were developed or created by me, alone or with others, or otherwise acquired by me, before the period of my employment in any capacity with the Employer, in which I claim any ownership or right.

**Proceedings** – past or pending (1) actual or threatened claims or complaints of, or arising out of service to, present or former clients, (2) regulatory, self-regulatory, disciplinary, administrative, civil or criminal investigations, inquiries, charges, complaints, actions, sanctions, alternative dispute resolution proceedings, other proceedings or matters (other than criminal proceedings which relate solely to the operation of a motor vehicle) of any kind or nature, in India or any other jurisdiction, against me, including criminal proceedings arising out of my provision of professional services, proceedings brought by a professional association, or proceedings involving the Securities and Exchange Board of India, United States Securities and Exchange Commission or the PCAOB, other professional bodies like the Institute of Chartered Accountants of India or (3) matters of any kind or nature which could adversely affect my association with the Employer or my ability to perform my duties or responsibilities to the Employer, whether set forth in this Employment Agreement or otherwise, or my registration with or licensure by any governmental, quasi-governmental, or other regulatory agency, body or entity, in or outside the United States or India.

**Systems** – the communications systems or any part of such systems that a *Deloitte Entity* owns, licenses or operates and approves for use, including, but not limited to, e-mail, text messaging, Lotus Notes, Deloitte Online (eRoom), instant messaging, local area network, wide area network, Intranet (e.g., DeloitteNet, D Street), Internet, extranet, collaborative tools (e.g., blogs, wikis, etc.), laptop and desktop computers, servers, air cards, Personal Digital Assistants, cell phones, telephones and voicemail.

**Works** – all *Intellectual Property*, in any *Form*, created by me, alone or with others, during the period of my *Employment* that (1) is created within the scope of my *Employment*; (2) relates in any manner to the actual or anticipated business, research, or development of a *Deloitte Entity*; (3) results from any work assigned to or performed by me, alone or with others, for the Employer; or (4) is created with the use of *Deloitte Property*.

**EXHIBIT B****Pre-existing Creations; Pre-existing Agreements or Arrangements**

I understand and agree that the Employer makes no attempt to verify my claim of ownership to any of the *Pre-existing Creations* listed, and makes no admission that any *Pre-existing Creations* listed are owned by me.

[If yes, please enter details below]

Yes, I do have *Pre-existing Creations*, *Pre-existing Agreements or Arrangements*

No, I do not have *Pre-existing Creations*, *Pre-existing Agreements or Arrangements*

<b><u>Title</u></b>	<b><u>Date</u></b>	<b><u>Brief Description</u></b>
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\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Print)

ACCEPTED AND AGREED TO:

**Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
6718FF75DA89400...

Pooja Madnani

**Talent**

Its: *Authorized Signatory*

\_\_\_\_\_  
Date

An *Authorized Signatory's* signature is required only if *Pre-existing Creations* or *Pre-existing Agreements* or *Arrangements* are listed pursuant to Paragraphs 2 and 11 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment made in light of Paragraph 2 that *Pre-existing Creations*, if any, are described and explained in sufficient detail so that the likelihood of confusion between the employee's *Pre-existing Creations* and the *Intellectual Property* of a *Deloitte Entity* can be avoided or minimized in the future and further indicates that the *Pre-existing Agreements* or *Arrangements* have been obtained and reviewed and that the *Authorized Signatory* is satisfied that such *Pre-existing Agreements* or *Arrangements* will not interfere with the employee's ability to comply with the requirements of this Employment Agreement.

**EXHIBIT C**

**Proceedings**

[none, unless otherwise specified]

Yes, I do have *Proceedings* to report

No, I do not have *Proceedings* to report

My signature below certifies that to the best of my knowledge, the information I have provided above, pursuant to Paragraph 3, is complete and accurate.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

**EXHIBIT D**

**Exceptions to Post-Employment Restrictions: re: Clients**

[none, unless otherwise specified]

As specified in Paragraph 13, I agree that after a period of three (3) years from my start date or the date of my employment, as the case may be, the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on Exhibit D to support the application of the obligations of Paragraph 12 to those clients.

Yes, I do have  
Post-Employment Restrictions  
re: Clients

No, I do not have  
Post-Employment Restrictions  
re: Clients

<u>Name of Client</u>	<u>Specified Kind of Services(s) Permitted</u>
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ACCEPTED AND AGREED TO:

**Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
6718FF75DA89400...

Pooja Madnani

**Talent**

Its:     Authorized Signatory	<hr/>
	Date

I have read and understood the above policy terms.

<hr/>	<hr/>	<hr/>
Signature	Name	Date

A n *Authorized Signatory's* signature is required only if information is provided pursuant to Paragraph 13 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment that criteria in Paragraph 13 have been fully satisfied, the clients listed have been properly identified, and the kinds of services permitted have been described with sufficient specificity.

## Terms and Conditions of Service

In continuation to our offer of employment with **Deloitte Tax Services India Private Limited** (the "Employer"), please note the terms and conditions of service.

The italicized terms in these Terms and Conditions of Service are defined in **Exhibit A** of the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement hereto.

### Terms of Service

#### 1. COMPLIANCE WITH INDEPENDENCE, ETHICS AND OTHER REQUIREMENTS

Deloitte & Touche LLP performs attest services for certain of its clients and is subject to the independence requirements of, among others, the United States Securities and Exchange Commission (SEC), the United States Public Company Accounting Oversight Board (PCAOB), and the American Institute of Certified Public Accountants (AICPA). These requirements mandate that certain of the Employer's employees and their relatives be independent of some or all of such attest clients and their affiliates in accordance with the policies of Deloitte LLP and its subsidiaries (the "Deloitte US Entities").

Upon joining the Employer, you will be asked to review a listing of the attest clients and the affiliates of such clients of certain of the Deloitte US Entities and disclose relationships or financial holdings that you or your relatives may have that could affect the independence of the Deloitte US Entities. Any relationships or holdings that conflict with, among other things, the requirements of the SEC, the PCAOB or the AICPA or the independence or ethics policies of the Deloitte US Entities will need to be resolved immediately. Further, you will be required to comply with these policies throughout your career with the Employer, including, when applicable, maintaining a current list of certain of your financial interests (but not their value) in the independence tracking system.

As a condition to your joining the Employer and continued employment, you are required to complete a representation regarding your understanding of, and compliance with, independence and other matters, on a periodical basis (as requested beginning on or prior to the date of you joining the Employer, annually thereafter, and upon certain changes in your role in the Employer), the details of which are provided in the independence representation. An example copy of this representation form is available for your reference on [www.deloittenet.com](http://www.deloittenet.com). The representation should be made to the best of your knowledge and ability. It is your responsibility to consult on any matter should you be uncertain or have a question. You are also requested to refer to [www.deloittenet.com](http://www.deloittenet.com) and *Independence* for more information in this respect. The representations made by you will be subject to an audit and may be reviewed by Deloitte LLP representatives and shared with certain third parties. If you are selected for such an audit, you will need to submit certain personal financial records to Deloitte LLP's internal audit team. Please be assured that Deloitte LLP fully intends to keep all information obtained through the audit process confidential and secure. You hereby give your consent to Deloitte LLP to use the information provided by you for such purposes as provided in the policies regarding independence and ethics.

In the event you (i) do not cooperate or comply with the independence requirements, or (ii) do not complete the necessary representations, or (iii) make inaccurate representation(s); you may be subject to disciplinary action including and up to termination of employment with the Employer.

Please feel free to contact or consult *Independence* should you require any further information or if you have any specific concerns in this respect.

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#### 2. NON DISCLOSURE, NON SOLICIT AND INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AGREEMENT ("Employment Agreement")

You will be expected to sign the Employer's Employment Agreement. Please contact Talent for further details.

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#### 3. HARRASSMENT POLICY

**Administrative Policy Release ("APR") 213** is the Employer's policy prohibiting harassment. Deloitte LLP's subsidiaries located in India ("Deloitte India (Offices of the US)") are committed to providing a working environment that is free from harassment based on caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis, in accordance with applicable Indian central, state or local law. Expressly forbidden are unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Depending on the circumstances, such harassment may also include conduct such as stereotyped or demeaning remarks or gestures or the display or circulation, whether in writing or electronically, of materials or pictures offensive to persons because of their caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis in accordance with applicable Indian central, state or local law. The full policy will be accessible to you on DeloitteNet after joining Deloitte U.S. India.



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#### 4. WORKING HOURS, HOLIDAYS, LEAVES AND MATERNITY BENEFITS

You will be provided with your standard working hours, which may vary over the course of your career. The Employer may, from time to time, subject to applicable laws, require the employee to work beyond these hours.

You shall be entitled to paid holidays and leave as per the Employer's policies.

Women employees are eligible for maternity benefits as per the recent amendments (2017) in the maternity benefit act, 1961, including having 26 weeks of maternity leave with pay, as applicable.

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#### 5. RETIREMENT AGE

The age of retirement for employees of Deloitte India (Offices of the US) is 60 years. Your employment will therefore automatically terminate at the end of the month in which you attain 60 years.

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#### 6. TRANSFERS

You may be transferred, assigned, or asked to attend training at the offices of a Deloitte Entity or its clients or third parties in India or abroad with or without additional compensation. In such an event, you will also be governed by the terms and conditions of service applicable to the transfer, assignment, or training.

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#### 7. NOTICE PERIOD FOR TERMINATION OF SERVICES

The notice period for termination of your services is **60 Days** by either side and/or salary in lieu of notice period on part of the Employer only.

The Employer expects all employees to maintain the highest standards of professional conduct at all times.

In order to assure orderly operations and provide the best possible work environment, the Employer expects you to follow rules of conduct that will protect the interests and safety of all personnel, including but not limited to the Code of Ethics and Professional Conduct.

In the event of any breach of the Code of Ethics and Professional Conduct, non-performance of a contractual obligation or the terms and conditions laid down in this Annexure, or if you engage in any misconduct whether or not in connection with or affecting the business or affairs of the Employer or the work conduct, as specified by Employer, you will be subject to disciplinary action up to and including termination of your services/ employment with the Employer without any notice or payment in lieu of notice notwithstanding any other terms and conditions stipulated herein.

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#### 8. MISCONDUCT

Misconduct may include but is not limited to:

- Irregular attendance: repeated or excessive absence, tardiness or early departures/ late comings without approval.
- Unreported or unapproved absence (including overstay of leave) for more than five consecutive days or deviation from assigned and accepted schedule for more than five days.
- Falsification or manipulation in background verification process or employment records, employment information, or other records prior to or after joining the Employer.
- Falsification or manipulation of Deloitte Time & Expense (DTE).
- Knowingly providing false statements, either verbally or in written form.
- Neglect of normal duties and functions.
- Practices such as reading personal materials during working time, having obscene or inappropriate posters or screen savers at your work station, playing games at your work station, etc.
- Continued discharge of work functions that do not meet the standards reasonably expected.
- Breach of the confidentiality provision in the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement including disclosing to any unauthorized person any *Confidential Information* or *PII*.
- Willful insubordination or disobedience, whether or not in combination with another, of any lawful and reasonable instructions of any member of management or any authorised person.
- Engaging in unapproved outside employment and activities as defined in APR 218 (US & IND)

([https://deloitte.net.deloitte.com/About/Policies/Admin/Pages/218\\_OutsideEmploymentActivities\\_US.aspx](https://deloitte.net.deloitte.com/About/Policies/Admin/Pages/218_OutsideEmploymentActivities_US.aspx)).

- Installing, downloading, copying or duplicating any unauthorized or unlicensed software, programs, games, or attachments on any computer system of the Employer or of any *Deloitte Entity* or its clients.
- Engaging in any illegal activities.
- Workplace violence, including threats of physical violence.
- Corporate credit card delinquencies.
- Causing damage to the property of the Employer, any *Deloitte Entity*, its clients, or their respective personnel
- Going on or abetting a strike in contravention of any law.
- Theft of any property belonging to another, the Employer or any *Deloitte Entity*, or their respective personnel, clients, or visitors
- Possession of firearms, explosives, knives or any instruments that can be used as an injurious or deadly weapon in the workplace or at any *Deloitte Entity* sponsored event.
- Corruption, fraud, or misappropriation of funds.
- Failure to comply with the policies, guidelines, rules and regulations of the Employer or a *Deloitte Entity* as applicable.
- Excessive personal use of the Employer's telephone, fax or computer systems.
- Failure to adhere to applicable laws.
- Any act prejudicial to or in conflict with the interests of the Employer or a *Deloitte Entity*.

The above terms and conditions are based on, and should be read in conjunction with, the Employer's policies, guidelines, procedures and other rules currently applicable, including but not limited to Administrative Policy Releases (APRs) and Deloitte India (Offices of the US)'s other policies, guidelines, rules, and regulations. The above rules are subject to amendments from time to time and the amended rules, policies, procedures, and guidelines would be posted on the Employer's Intranet site i.e. <https://deloitte.net.deloitte.com/Pages/Home.aspx> for employee reference. The policies will be updated from time to time in the future and we deem to have your consent to any and all such changes. Furthermore, upon acceptance of employment with the Employer, you may be requested to read and acknowledge acceptance of various policies and guidelines of the Employer. It is expected that you will read and acknowledge all such communications.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name



### Training Agreement

On behalf of **Deloitte Tax Services India Private Limited**, please accept our congratulations on your recent offer of employment to join the Company as **Tax Consultant I** pursuant to the terms and conditions of your offer letter dated **August 26, 2024**. You made a very favorable impression with everyone you met and we are excited about the possibility of you joining the Company.

As you may be aware, as a condition of employment with the Company, you may be required to travel Overseas to attend a series of training sessions for a period of up to 90 days. This training will be a combination of classroom procedural training as well as on-site training to observe employees conducting similar work at various client locations. This training represents the confidence we have in your ability to be a valuable member of the practice of the Company.

As per Company policy, we kindly bring to your attention that all employees attending training overseas are required to sign a Training Agreement which will obligate the employee to repay a calculated amount of the costs associated with the training, only if the employee resigns his/her position or are terminated for cause within a specified period after completion of the training (usually between 6 to 18 months). This repayment obligation disappears after the specified period of time has lapsed. We all look forward to seeing you again soon and having you join our team of outstanding professionals.

Sincerely,

For **Deloitte Tax Services India Private Limited**

DocuSigned by:

*Pooja Madhani*

6718FF75DA89400...

By:

Signature

**Authorized Signatory**



**Deloitte Tax Services India Private Limited**  
**Deloitte Tower Survey No. 41 Gachibowli Village, Ranga**  
**Reddy District, CIRCLE 3, Hyderabad - 500032, Telangana,**  
**India**

**Tel: +91 040 67621000**  
**www.deloitte.com**

**Subject: Offer of Employment**

**Dear ADITHYA R:**

On behalf of **Deloitte Tax Services India Private Limited** (the "Employer" or "Company"), I am pleased to confirm our offer of employment to you as **Tax Consultant I** based in **Hyderabad**.

We extend this offer, and the opportunity it represents, with great confidence in your abilities. You have made a very favorable impression with everyone you met and we are excited with the prospect of you joining our organization on **JUNE 26, 2022**.

Your immediate manager will communicate details of your role and work responsibilities in the initial weeks of your joining the Employer. During your employment, the Company may require you to work on any project that you are assigned to, on any technical platforms/skills and nature of the project, in differentiated work timing, at designated work space and location as may be decided by the company.

As part of your annual compensation, you will receive a Total Salary of **Rs 382500** and, will be eligible for a performance linked variable bonus. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount could vary depending upon the business and individual performance each fiscal year and, in some situations, could exceed the payout range indicated. Any amounts paid will be subject to statutory and other deductions as per Employer policies and practices. The details of your compensation breakdown are provided in the attached Annexure A.

As an incentive to join the Company, you are eligible to receive a joining bonus of **Rs./₹ 100,000/-** subject to your reporting for full-time employment on **JUNE 26, 2022**. This amount will attract applicable taxes and will be processed as part of your first month's payroll. You will have an obligation to repay the entire amount of your joining bonus if you resign your position or are terminated for cause by the Company within **12 months** of your start date.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

Your employment with us will be governed by the Terms and Conditions as detailed in **Annexure B**, as well as any and all rules, regulations, guidelines, policies and practices of the Employer, which may be amended from time to time. Deloitte LLP and its U.S.-based subsidiaries (the "Deloitte U.S. Firms") requires their employees to make the necessary representations regarding independence and other matters. Because the Employer is an Indian subsidiary of Deloitte LLP, we must also comply with these independence requirements. Accordingly, this offer is conditional upon you agreeing to make such representations under the Employer's Independence Representations requirements, as further explained in **Annexure B**.

Your compensation details are confidential, and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization. We would like you to join the Employer on, or an alternative mutually agreed upon date.

This offer letter, together with the Annexures described herein, and the Non-Disclosure, Non Solicit and Intellectual Property Rights Assignment Agreement, the Information Security Policy (which you are required to sign upon joining), constitute the entire agreement between the parties with respect to the subject matter of this offer, and supersedes all other previous or contemporaneous oral or written representations, understandings or agreements relating to the subject matter of this offer between you and the Employer or its affiliates.

In compliance with applicable laws, Deloitte India (Offices of the US) provides its professionals with home pick-up and drop transport services within **pre-defined** boundary if their shift timings are between 8:30 p.m. - 6:00 a.m. in Hyderabad, 9:00 p.m. - 6:00 a.m. in Mumbai, Pune; 7:00 p.m. - 6:00 a.m. in Gurugram, 8:00 p.m. - 6:00 a.m. in Bengaluru, Chennai, and Kolkata.


This letter and **Deloitte Tax Services India Private Limited** employment application are intended to be final. To accept the offer and the terms of this letter, please sign below in the space provided within three business days.

everyone you have interviewed with joins me in extending to you congratulations and warm regards. We look forward to you joining our team.

Sincerely,

**For Deloitte Tax Services India Private Limited**

Best regards,

By:   
Signature

**Authorized Signatory**

**Acceptance**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Annexure A****Tax Consultant I -**

<b>Description</b>	<b>Monthly</b> (Rs. per month)	<b>Annual</b> (Rs. per Annum)
Basic Pay	<b>17,500</b>	<b>210,000</b>
House Rent Allowance (HRA)	<b>8,750</b>	<b>105,000</b>
Special Allowance <sup>1a &amp; 1b</sup>	<b>11,867</b>	<b>142,404</b>
Leave Travel Allowance <sup>2</sup>	<b>1,750</b>	<b>21,000</b>
Differential Allowance	<b>5,833</b>	<b>69,996</b>
Meal Card <sup>3</sup>	<b>2,200</b>	<b>26,400</b>
Employer's contribution to PF	<b>2,100</b>	<b>25,200</b>
<b>Total Salary (in Rs.)</b>	<b>50,000</b>	<b>600,000</b>
Variable Bonus*	You are eligible for a performance linked variable bonus. It will be paid out at the end of the fiscal year, as applicable and on the basis of your individual performance and performance of the business	
Medical Insurance Premium <sup>4</sup>	<b>3,014</b>	<b>36,167</b>

\*The Variable Bonus will vary, primarily based on your individual performance and the performance of the business, during the Employer's fiscal year which is June through May. Your performance will be formally assessed as a part of the Employer Performance Review Cycle Process. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount will vary depending upon the business and individual performance and in some circumstances, could exceed the payout range indicated. The performance of all the employees who have joined the Employer prior to March 1st will be assessed for the fiscal year ending in May. The disbursement of a Variable Bonus, if applicable, is subject to you being active on the rolls of the Employer, during the Annual Incentive Program payout cycle for the fiscal year. For employees joining during the period March 1st to May 30th, a prorated Variable Bonus, if applicable, will be based on the first year-end review ratings in the subsequent year and paid during the Annual Incentive Program payout cycle of that year. The Variable Bonus will not be paid in the event of termination of employment for any reason on or before the disbursement time. The application and interpretation of, and any determinations related to, the Variable Bonus is at the sole discretion of Employer. Employer may amend or terminate the Variable Bonus at any time. All compensation and benefits are based on employee's position with the Employer in India.

Contd/-....

Annexure A

<sup>1</sup>All employees may claim tax exemption, subject to tax rules from time to time, from their Special Allowance component, expenses incurred towards communication and Driver / Fuel & Maintenance Expenses as per eligibility mentioned below:

**Employee Level -  
Tax Consultant I**

<sup>1a</sup>Communication Expenses

<sup>1b</sup>Fuel Expenses

*Only one Post paid mobile, one Land Phone  
and One internet connection bill(s) can be  
claimed.*

*Petrol / Driver / Insurance / Repairs &  
Maintenance*

**Rs./₹ 3,000/-** per month

**Rs./₹ 7,500/-** per month

<sup>1a</sup> The internet/telephone/mobile bills should be in the Employee's name.

<sup>1b</sup> For claiming vehicle running expenses (Driver / Fuel / Repairs & Maintenance expenses) the vehicle has to be in the name of the Employee and the current tax rules are as under. The above limits will be applicable for all those who are on company car lease program and the below limits will apply for all those who are on self-owned car. In case of company leased car, taxability would be as per the current perquisite valuation rules.

Nature of Expenses	Own Vehicle –Maximum Tax exemption limit per month		
	4 Wheelers (Engine Capacity)		
	<= 1600 cc	> 1600 cc	Two Wheelers
Fuel & Maintenance	Rs. 1,800	Rs. 2,400	Rs. 900
Driver's Salary	Rs. 900	Rs. 900	Not applicable

All employees at and above **Senior Staff** are eligible for the company car lease program. If you choose to avail of this benefit, the amount towards lease rental will be paid by the firm on your behalf to the leasing company and your compensation structure will be adjusted accordingly. A revised letter with the new compensation structure will be issued that will supersede this letter for all practical purposes.

<sup>2</sup> The Leave Travel Allowance (LTA) will be paid on a monthly basis as an allowance with tax deducted at source. If you choose to avail the tax benefit on LTA, you should submit proof of expenses incurred by you for Self and / your immediate dependents. The taxability or otherwise of LTA will be as per the Income Tax Act 1961, details of which will form part of the LTA Form.

<sup>3</sup> Meal Card amount will be credited at the start of each month and for the first month (For New Hires) prorated amount will be processed as part of payroll. If not collected, it will be processed as a taxable amount with the salary.

<sup>4</sup> Annual Floating Medical Insurance Coverage for self and **6 dependents** is being paid by the Employer on your behalf. The premium amount is subject to change every year post renewal of insurance policy. In case you opt for an enhancement of the coverage limit, the additional premium will be adjusted accordingly from the special allowance.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

You may also be eligible to either a One-time Stipend or a temporary lodging basis joining the registered office location, you will receive a survey from Deloitte prior to your joining.

You may select the best option for availing the relocation assistance. If an employee who has availed this reimbursement decides to quit within 18 months from the date of relocation claim for whatever reason, the relocation reimbursement paid to the employee will be recovered in full, from the employee's full and final settlement.

By joining the Company, you will become a member under the 'Deloitte USI Employees Welfare Trust' and may be required to make a nominal contribution as a member.

Original bills towards the above components should be submitted during the Income Tax fiscal period evidencing the expenditure to get Income Tax exemption, failing which the same will attract applicable Income Tax.

Submission of false, tampered or altered bills as proof of expense for any of the above components will result in disciplinary action including termination of employment.

**Your compensation above is subject to income tax deduction per rules and guidelines prescribed under the prevailing tax laws. This may change from time to time in line with the amendments done in tax laws.**



## Annexure B

### **Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement ("Employment Agreement")**

In consideration of my employment by **Deloitte Tax Services India Private Limited**, an Employer incorporated under the provisions of the Companies Act, 1956 and having its registered office **Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District, CIRCLE 3, Hyderabad - 500032, Telangana, India** (the "Employer") as **Tax Consultant I** - and other valuable consideration, I acknowledge and agree that:

#### **PRELIMINARY MATTERS**

**1. Defined Terms.** The italicized terms in this agreement (the "Employment Agreement") are defined in **Exhibit A** hereto.

**2. Pre-existing Agreements or Arrangements.** I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Agreements or Arrangements*. The Employer expects me to abide by all restrictions or obligations that are contained in such Pre-existing Agreements or Arrangements and to avoid involvement, while employed by the Employer, in any matter that could pose a conflict as a result of confidential information or intellectual property obtained by me prior to my *Employment*. I further represent that none of these restrictions or obligations, including those set forth in any non-compete agreements with prior employers, is inconsistent with my acceptance of the Employer's offer of *Employment* or my becoming, and serving as, **Tax Consultant I** of the Employer. To the extent applicable and if I am joining the Employer after having served as an employee or official of the United States Government, I further represent that: (1) I have disclosed my prior participation, if any, in any discussions or negotiations with, or decisions to award contracts to, the Deloitte U.S. Firms while I was employed by the United States Government; and (2) I had either recused myself or had not played an active role in the applicable United States Government agency's decision to award any contracts to the Deloitte U.S. Firms while I was employed by the United States Government.

#### **PROTECTION OF OUR BUSINESS**

**3. Reporting of Proceedings.** Except as provided by law and except as I have disclosed in writing on **Exhibit C** to this Agreement, I represent and warrant that I have no *Proceedings* to report. Should I become a subject of any *Proceedings* during my association with the Employer, I agree to immediately report, in writing, all relevant facts to the Chief Talent Officer of Deloitte LLP, the Regional Talent Director of the Employer, and the Chief Ethics and Compliance Officer of Deloitte LLP. I understand that my responses are subject to audit and review by the Employer and others in accordance with applicable professional, ethical, legal, or Employer requirements, rules, regulations, policies, or practices, or other requests.

**4. Confidentiality.** I acknowledge that, by virtue of my *Employment*, I will acquire and be exposed to, have access to, make use of and/or create *Confidential Information*. Therefore, I agree to hold in trust and confidence all such *Confidential Information*. I will neither disclose any such *Confidential Information* to anyone outside a *Deloitte Entity* without the prior written approval of an *Authorized Signatory*, except as required by my authorized duties for the Employer, nor use any such *Confidential Information* for any purpose other than for the benefit of a *Deloitte Entity*.

**5. Third Party Information and Property.** I agree that during my *Employment*, I shall not use or disclose any confidential information or intellectual property of any former employer or other person or entity without the prior written authorization of such employer, person or entity and the prior written consent of an *Authorized Signatory*. If I were to use or disclose any such Confidential Information or Intellectual Property without prior consent, and any of the *Deloitte Entities* become the subject of any claim from a third party regarding such unauthorized use or disclosure, I agree to hold harmless and indemnify the *Deloitte Entities* for any legal defense costs and/or damages related to any such claim.

**6. Authorization.** Only employees of the Employer holding a senior or managerial position with the Employer will be authorized by a specific authorization, delegation, or power of attorney to sign legal documents, representing the Employer. Similarly, only such authorized employees of the Employer may speak about the Employer, the business and plans, various client-related projects etc.

**7. Competing Activities and Conflict of Interest.** During the period of my *Employment* I will not, directly or indirectly, participate in or in any way render services or assistance to any business that is or may be competitive with a *Deloitte Entity*, whether or not for compensation, or engage in any conduct which might result in, or create the appearance of using my position for private gain or other than for the benefit of a *Deloitte Entity*, or otherwise create a conflict, or the appearance of a conflict, of interest with a *Deloitte Entity*. Such conduct shall include, but not be limited to, having an undisclosed financial interest in any vendor or supplier of a *Deloitte Entity*, accepting payments of any kind or gifts other than of a nominal value from vendors, clients or suppliers, or having an undisclosed relationship with a family member or other individual who is employed or



associated with any entity in active or potential competition with a *Deloitte Entity*, and which creates a conflict of interest. I represent and warrant that I am not currently aware of any present or past violation of this provision.

**8. Authorization to Access Systems and Electronic Communications and use of Deloitte Property.** I understand that while employed with a *Deloitte Entity*, I will use and have access to the Systems. I also acknowledge that a *Deloitte Entity* has the right at any time to access, retrieve, delete, monitor, examine, use and/or disclose my Electronic Communications and information from (or about) me and the content, without notice to me, and that such *Electronic Communications* are considered part of a *Deloitte Entity's* business and client records and are not to be considered private or personal to me or any other *Personnel*. I further acknowledge that this right extends to *Electronic Communications* transmitted for either a business or personal purpose.

I agree that I am authorized to access the *Systems* only for approved business purposes and occasional personal use if such use does not interfere with my work responsibilities and other required business activities, business operations, or *Systems* performance. However, I also acknowledge that such occasional personal use does not create an expectation of privacy as to any of my personal *Electronic Communications* and, as such, are *Deloitte Property*.

I further acknowledge that I am not authorized to use the *Systems* for personal gain or any illegal or unethical use. I agree that under no circumstances am I authorized to access any of the *Systems* for the purpose of obtaining *Deloitte Property* for a competitor of a *Deloitte Entity*, transmitting *Deloitte Property* to me (e.g., emailing *Confidential Information* to my personal email address) or to a third party for purposes other than furthering the business objectives of a *Deloitte Entity*. I am not authorized to download a *Deloitte Entity's Confidential Information* or other *Deloitte Property* to removable media such as a CD Rom, disk or thumb drive other than as authorized for furthering the business objectives of a *Deloitte Entity*.

I will be responsible for the safe keeping and return in good condition and order of all the *Deloitte Property* that may be in my use, custody, care or charge. For the loss of any *Deloitte Property* in my possession or custody or for which I have been assigned responsibility, the Employer will have a right to assess on its own basis and recover from me, the damages in respect of such materials (out of the amounts due to me or otherwise) and to take such other legal action as it deems appropriate including termination of my employment without notice or payment in lieu thereof in the event of my failure to account for such material or property to its satisfaction.

**9. Security.** I am provided with a worktable and lockable storage space. I will ensure they are locked when unattended and understand that a duplicate key will only be provided if I sign for it. I am required to display my identity card to the appropriate security personnel on demand and at all times within the office premises.

**10. Ownership of Works.**

a. I agree that the Employer owns all rights, title and interest in and to all *Works*.

b. I agree that all *Works* are deemed works made for hire under India copyright or applicable laws or equivalent laws of any applicable foreign jurisdiction, and all *Intellectual Property Rights* therein vest automatically in the Employer upon creation of the *Works*. I agree that, to the extent any *Work* is held not to be a work made for hire, I hereby irrevocably assign all *Intellectual Property Rights* in the *Work* to the Employer. Notwithstanding anything contained in Section 19(4) of the Indian Copyright Act, 1957, I agree that such assignment shall continue to be in force for perpetuity irrespective of whether or not the Employer exercises its rights as the assignee for any period of time.

c. I will at all times, even after termination of my *Employment*, do whatever the Employer reasonably requests of me, at the Employer's expense, to document the assignment of any *Works* to the Employer or to assist the Employer in pursuing, renewing, extending or assigning any *Intellectual Property Rights*, and otherwise perfecting, protecting and enforcing said *Intellectual Property Rights* in, any *Works*. I agree that, as between me and the Employer, the Employer shall be the sole author, inventor, and owner of all such *Works* and *Intellectual Property Rights* therein throughout the world, and that the Employer shall have the sole right to seek copyright registrations, patents or trademark registrations, including all extensions and renewals thereof. I also hereby agree that I waive all moral rights in any *Works*.

I also agree to assign all my right, title and interest in and to any particular *Works* to a third party as directed by the Employer.

In the event the Employer is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraphs, I hereby irrevocably designate and appoint the Employer and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and in my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraphs with the same legal force and effect as if executed by me. I hereby waive any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any *Works* assigned hereunder to the Employer.

d. During a 12 month period after termination of my *Employment*, I agree that any *Intellectual Property* I create or conceive that results from and is related to any work assigned to or performed by me for the Employer, or that was created using *Deloitte Property*, is a *Work* that is subject to Paragraph 10 (b) above. For purposes of clarification, the foregoing provision is in addition to, and not in limitation of, any rights and remedies the Employer may have under the applicable laws protecting *Intellectual*

*Property of the Deloitte Entities.*

e. I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Employer) of all *Works* developed by me during the period of my employment with the Employer, which records shall be available to and remain the sole property of the Employer at all times.

**11. Pre-existing Creations; Personal Creations.** My obligations in Paragraph 10 do not apply to *Pre-existing Creations* and *Personal Creations*. I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Creations*. I acknowledge and agree that I will not assert any ownership rights against the *Deloitte Entities*, or their respective clients, with respect to any *Pre-existing Creations* unless they appear on **Exhibit B**, and **Exhibit B** has been accepted and agreed to by an *Authorized Signatory* who has signed at the bottom of such **Exhibit B**. I further agree that I shall not use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment* without the prior written consent of an *Authorized Signatory*. To the extent that I use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment*, I agree that, except as otherwise provided in a written agreement executed by me and the Employer, I hereby grant to the Employer an irrevocable, royalty free, perpetual, fully paid up, transferable, sub-licensable license to use, reproduce, distribute, display, perform, modify and create derivative works of and otherwise exploit such *Pre-existing Creations* or *Personal Creations* for any purpose including, but not limited to, client engagements.

**12. Post- Employment Restrictions re: Clients.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or serving of certain clients related to my work for a *Deloitte Entity* would necessarily involve the unauthorized use or disclosure of *Confidential Information*, and the proprietary relationships and goodwill of the *Deloitte Entities*, and, in the case of my serving of certain clients, could compromise the full compliance of the Employer or another *Deloitte Entity* with the applicable laws, rules and regulations of a U.S. or India regulatory body or other independence-related requirement of a regulatory body. Accordingly, during the period of my *Employment* and for a period of one year thereafter, I will not, directly or indirectly, solicit or provide services to any existing client of a *Deloitte Entity* with which I had personal contact and provided services during the two-year period prior to termination of my *Employment*.

**13. Exceptions to Post- Employment Restrictions re: Clients.** I understand that the obligations of Paragraph 12 will not apply for a period of three (3) years after my start date or the date of my promotion or transfer to clients of a *Deloitte Entity* and/or certain specified kinds of services rendered to such clients that meet all of the following criteria: (a) are personal clients of mine who came to a *Deloitte Entity* solely to avail themselves of certain specified kinds of services rendered by me and only as a result of my own independent recruitment efforts, which a *Deloitte Entity* neither subsidized nor otherwise financially supported as part of a program of client development, (b) are listed on **Exhibit D** expressly by name with respect to client and with sufficient specificity with respect to the kinds of service(s) that I will be permitted to render, and (c) are accepted and agreed to as to their listing on **Exhibit D** by an *Authorized Signatory* who has signed at the bottom of such Exhibit. I agree that after a period of three (3) years from my start date or the date of my promotion or transfer the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on **Exhibit D** to support the application of the obligations of Paragraph 12 to those clients.

**14. Future Employment with Clients.** Except as otherwise provided herein, I understand that I am not prohibited from accepting employment with a client (or an affiliate of such client) of a *Deloitte Entity*. Before entering into substantive discussions with an *Attest Client* regarding any employment opportunity, I acknowledge and agree that during my *Employment* and for five years thereafter I must first notify *Independence* and obtain prior written approval from *Independence*. I acknowledge and understand that it is the intent of the Employer to interpret and apply this provision (a) in an effort to ensure the full compliance of the *Deloitte Entities* with applicable U.S. and India laws, rules, and regulations; (b) to serve the public interest; and (c) to protect the legitimate interests of the *Deloitte Entities* or their respective *Attest Clients* under applicable U.S. or India laws, rules and regulations in a manner that is no greater than is reasonably necessary to protect such interests and without being unduly harsh and oppressive to me and my interests in future employment with an *Attest Client*. Further, I acknowledge and agree that because of, among other things, the importance of the *Deloitte Entities* remaining in compliance with applicable independence rules, such approval may be withheld by *Independence* in the event that my employment with an *Attest Client* would, in the view of Deloitte LLP, be inconsistent with applicable laws, rules and regulations or jeopardize the independence of a *Deloitte Entity* with respect to such *Attest Client*.

**15. Restrictions re: Personnel and Contractors.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or hiring or of any of its *Personnel* or contractors of the *Deloitte Entities*, or my participation in their hiring, admission or retention, would necessarily involve the unauthorized use or disclosure of *Confidential Information* or the proprietary relationships and goodwill of the *Deloitte Entities*. Accordingly, during my *Employment* and for one year thereafter, I will not, directly or indirectly, (a) solicit or attempt to solicit, or participate in the solicitation of or any attempt to solicit any *Personnel* to leave a *Deloitte Entity*, or to join any firm or business with which I may be or become affiliated; (b) participate in the hiring or admission of any *Personnel*; or (c) cause a contractor of a *Deloitte Entity* to cease providing services to, with, or on behalf of the *Deloitte Entity*.

**16. Post- Employment Restrictions re: Deloitte Property.** Upon termination of my *Employment*: (a) I will not use or disclose *Deloitte Property*, including, but not limited to, *Confidential Information* and *Works*, for any purpose; (b) I will not retain or take with me any *Deloitte Property*; (c) I will immediately deliver to a *Deloitte Entity* at any location that it designates, at my expense, within one business day after the termination of my *Employment* or on an alternate date designated by a *Deloitte*

*Entity*, any *Deloitte Property* that I may then or thereafter hold or control; and (d) I agree to allow a *Deloitte Entity* to inspect any of my personal or home computers, including smart phones, tablet computers, or any device, media or location capable of storing electronic data, to determine whether any *Deloitte Property* resides on such computers and to permit a *Deloitte Entity* to remove such *Deloitte Property*.

## **OTHER POST- EMPLOYMENT OBLIGATIONS**

**17. Transition of Work and Cooperation.** Upon termination of my *Employment* for any reason, I will cooperate with a *Deloitte Entity* in all matters relating to the completion of pending work and its orderly transfer. I will also cooperate fully with a *Deloitte Entity* in connection with any threat of or actual legal proceeding against a *Deloitte Entity* or any client, customer or licensor of a *Deloitte Entity* arising out of any matter with or of which I had contact or knowledge during my *Employment*.

**18. Notification of Post- Employment Obligations.** I agree that prior to accepting employment or affiliation with another firm or business I will advise such firm or business of my duties and obligations under this Employment Agreement. After my *Employment* ends, I agree that a *Deloitte Entity* shall be permitted to advise any firm or business with which I have accepted an offer of employment or affiliation concerning my duties and obligations under this Employment Agreement.

**19. Certification.** I agree that during or after my *Employment* I will, if requested, provide written certification in such form as the Employer may require that I have complied with my obligations hereunder, including, without limitation, those obligations set forth in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15 and 16 of this Agreement.

## **OUR ENFORCEMENT RIGHTS AND REMEDIES IN THE EVENT OF A BREACH**

**20. Equitable Relief and Attorney's Fees.** I acknowledge and agree that a breach of this Employment Agreement, including, but not limited to, a breach of my duties and obligations under the terms and conditions of Paragraphs 4, 5, 7, 8, 9, 10, 12, 14, 15 or 16 would cause irreparable harm to the *Deloitte Entities* and that, in addition to other remedies, the Employer on behalf of itself or another *Deloitte Entity* is entitled to a temporary restraining order, an injunction or other equitable relief to prevent any such breach. I also acknowledge that, to the extent permitted by law, a *Deloitte Entity* will be entitled to the payment of the *Deloitte Entities'* reasonable costs and attorney's fees incurred in enforcing this Employment Agreement. I also acknowledge that, to the extent permitted by law, the Employer may request that a court extend the one year period following the termination of my *Employment*, as provided in Paragraphs 12 and 15, to correspond with the period that I participated in activities prohibited by Paragraphs 12 and 15.

**21. Liquidated Damages: Client Fees.** I agree that in the event of a breach under Paragraph 12, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

**22. Liquidated Damages: Compensation.** I agree that the precise amount of damages flowing from a breach under Paragraph 15 would be impracticable or extremely difficult to ascertain in an actual amount. Therefore, I agree that in the event of a breach under Paragraph 15, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by or owed to any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

**23. Right of Inspection.** I agree to permit the Employer (or to use my best efforts to enable the Employer) to inspect my books and records (and the books and records of any entity which employs or is associated or affiliated with me), upon request and at reasonable times, to enable the Employer to confirm the calculations described above and to verify compliance with Paragraphs 12 and 15. The Employer shall keep confidential any proprietary information obtained, except as may be necessary or desirable to enable the Employer to enforce its rights under this Employment Agreement and except as may be required by any statute, court or administrative order to decree or government ruling or regulation.

**MISCELLANEOUS**

**24. Governing Law; Choice of Forum.** This Employment Agreement is deemed to have been executed in the Employer's office in **Hyderabad, Telangana, India** and will be construed and governed in accordance with the laws of the Republic of India without regard to its conflicts-of-law principles. You agree to submit to jurisdiction before any court of record in which the Employer's office to which you were assigned is located, or in which a breach of this Employment Agreement may occur, at the election of the Employer, and you waive any right to raise questions of personal jurisdiction or venue in any action the Employer may bring against you in any such court. You further agree to accept service of process/summons/legal notice from the Employer when that process/summons/legal notice is either sent to your last known address by certified mail or served by any other means permitted under the law of the jurisdiction in which the Employer may bring an action against you.

**25. Modifications.** My obligations hereunder may not be changed or modified, released, discharged, abandoned or terminated, in whole or in part, except by an instrument in writing signed by an *Authorized Signatory*.

**26. Severability.** Every provision of this Employment Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such term or provision will be enforced to the maximum extent permitted by law and, in any event, such illegality or invalidity shall not affect the validity of the remainder of the Employment Agreement.

**27. Blue-Penciling.** If any court determines that any provision of this Employment Agreement, or any part hereof, or the application of any such provision, or any part hereof, to any person or circumstance is unenforceable or void, such court shall have the power to modify such provision, or any part hereof, to the extent necessary to render it legal and enforceable while preserving its intent, or if such modification is not possible, by substituting therefore another provision that is legal and enforceable and that achieves the same objective.

**28. Waiver.** None of my obligations under this Employment Agreement shall be deemed to have been waived by the Employer except if the giving of such waiver is contained in a written notice given to me and no such waiver shall be deemed to be a waiver of any other or further obligation I have under this Employment Agreement.

**29. Entire Agreement.** This Employment Agreement, the Employer's employment application, the Terms and Conditions of Service issued pursuant to the offer of employment and any documentation employing me or transferring me to the Employer, contain the entire understanding between me and the Employer or any other *Deloitte Entity* with respect to the subject matter hereof and supersedes all prior representations, warranties, and agreements with respect to such subject matter, and no representations, warranties or other covenants exist with respect to such subject matter that are not contained or expressly referred to herein. Notwithstanding the foregoing, any written agreement between a *Deloitte Entity* and me with respect to the subject matter hereof that was signed by me prior to the effective date of this Employment Agreement shall remain valid and enforceable according to the terms of such agreement with respect to all acts and omissions occurring prior to the effective date of this Employment Agreement. In the event of a conflict between this Employment Agreement and the employment application or any other document purporting to set forth terms and conditions of my *Employment*, this Employment Agreement will control.

**30. Transfer and Assignment.** Unless as the Employer shall otherwise determine, the rights, obligations and benefits of the Employer under this Employment Agreement, including but not limited to those rights and benefits relating to my post-Employment obligations set forth in this Paragraph 30 and in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19 and 23 above, are transferred and assigned, in whole or in part (as the Employer shall determine) and without the need for my consent or the formality of documentation or prescribed processes, to (a) any *Deloitte Entity* in connection with my transfer to that *Deloitte Entity* or (b) any entity that acquires all or a part of the assets or business of the Employer. All provisions of this Employment Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, representatives, successors, and assigns of the Employer and me, and any *Deloitte Entity* to which I may be transferred during my *Employment*, provided, however, none of my duties or obligations under this Employment Agreement may be assigned or transferred by me to any other person or entity without the Employer's prior written approval of such assignment or transfer. Any purported assignments in violation of this Paragraph 30 shall be null and void.

**31. Headings.** The headings contained in this Employment Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Employment Agreement.

I have read the foregoing, understand it, and agree to comply with its terms.

**For Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
 6718FF75DA89400...

Pooja Madhani

**Talent**

**Authorized Signatory**

Effective as of , I accept all the terms and conditions of the Employer as stipulated in this Employment Agreement.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

**EXHIBIT A**

The definitions below apply to the italicized terms that appear in the Employment Agreement (including the exhibits):

**Attest Client** – attest client (or an affiliate of such client) of Deloitte & Touche LLP or a *Deloitte Entity*.

**Authorized Signatory** – a director, officer or other person who is authorized to sign on behalf of a *Deloitte Entity*.

**Confidential Information** – any information not generally known to the public, in any *Form*, that (1) relates to the operation of a *Deloitte Entity* or provides the *Deloitte Entities* with a competitive advantage, (2) consists of Personally Identifiable Information (*PII*) or other personal information about *Personnel*, client and other third party personnel, independent contractors, subcontractors, agents, vendors, suppliers or others which the Employer or another *Deloitte Entity* receives in the course of business, and (3) all other information entrusted to the Employer or another *Deloitte Entity* by clients and other third parties. *Confidential Information* includes, but is not limited to, *Intellectual Property*, supplier information, designs, business or marketing plans, forecasts and financial information, tax returns, tax identification numbers, agreements, client or prospective client lists, specific information about clients or prospective clients such as preferences for specific products and services, client or prospective client needs based on financial history and past purchases of services, client or prospective client development plans, specific rates charged to a client or offered to a prospective client and other business or client records. *Confidential Information* also includes, but is not limited to, debit or credit card information, employment applications, organization charts, performance ratings and other personnel records.

**Deloitte Entity** – the Employer, Deloitte LLP, and any corporation, company, partnership, limited liability company or other entity (a) that (i) is owned, directly or indirectly, in whole or in part, by Deloitte LLP (the “Deloitte U.S. Firms”), including but not limited to Deloitte LLP subsidiaries in India, the Deloitte Touche Tohmatsu verein, Deloitte Global Services Limited, Deloitte Global Services Holdings Limited, Deloitte Touche Tohmatsu Limited (“DTTL”) or any member firm of DTTL or affiliate thereof (collectively, the “DTTL Member Firms”) or (ii) controls, is controlled by or is under common control with any of the entities listed in clause (i); or (b) in which any *Personnel* participated on its behalf, or carried out any duties with respect to its affairs. For purposes of this Employment Agreement, the term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract, or otherwise.

**Deloitte Property** – *Confidential Information*, *Systems*, equipment, debit and credit cards issued in connection with my *Employment*, furniture, facilities and any and all other materials owned, licensed or leased by a *Deloitte Entity*, including, without limitation, computerized or electronic information and all copies thereof in any form or media, created by, furnished to, obtained by or prepared by me in the course of my employment in any capacity.

**Deloitte India (Offices of the US)** - The following companies shall be deemed to be the affiliates of each other and are collectively referred to as Deloitte India (Offices of the US): (i) Deloitte Consulting India Private Limited (ii) Deloitte Tax Services India Private Limited (iii) Deloitte Support Services India Private Limited (iv) Deloitte Financial Advisory Services India Private Limited and (v) Deloitte & Touche Assurance & Enterprise Risk Services India Private Limited.

**Electronic Communications** – all text, audio, video, images, information, data, files and attachments created, displayed, sent, received, posted, accessed or stored, whether deleted or not, by means of the *Systems*.

**Employment** – the nature of my relationship with the Employer or a *Deloitte Entity* pursuant to this Employment Agreement. Alternatively, and depending on context, *Employment* is the period of time during which this relationship persists.

**Form** - paper, computer disc, USB drive, website; any other tangible or electronic medium by which information may be stored or accessed; and human memory.

**Independence** – National Office (Independence) of Deloitte LLP.

**Intellectual Property** - works of authorship (including, without limitation, books, articles, data compilations, software and other copyrightable materials), materials, patents, inventions, designs, techniques, methodologies, processes, discoveries, know-how, ideas, trade secrets, moral rights, trademarks and other indicia of origin together with the goodwill therein, and all patent applications, copyright and trademark applications and registrations, and extensions and renewals thereof, throughout the world.

**Intellectual Property Rights** – all rights, title and interest in Intellectual Property.

**PCAOB** – the United States Public Company Accounting Oversight Board.

**Personal Creations** – *Intellectual Property* that meet all of the following criteria: (1) it is conceived, developed, and created by me on my own time without using *Deloitte Property* or *Personnel* (during work hours), facilities, *Confidential Information* or *Works* of a *Deloitte Entity*, (2) it is unrelated to the actual or reasonably anticipated business or research and development of a

*Deloitte Entity*, and (3) it does not result from any work performed by me and the *Personnel* (during work hours) for a *Deloitte Entity*.

**Personnel** – partners, principals, members, officers and employees of a *Deloitte Entity*.

**PII** – information (excluding business contact information such as an individual's name and one or more of the following: organization name, organizational title, organizational role, business address, business telephone number (including business cell phone number and business email address) relating to an identified or identifiable natural person. An identifiable natural person is a natural person who can be identified, directly or indirectly, by reference to an identification number or factors specific to his or her physical, physiological, mental, economic, cultural or social identity. Set forth below is a non-exclusive list of information that constitutes PII when such information relates to an identified or identifiable natural person:

- Account number (bank account, credit card, etc.)
- Address
- Biometric identifier
- Certificate or license number
- Date of birth
- Government identifiers (such as PAN)
- Name\*
- Personnel Number
- Photograph or video identifiable to an individual
- Vehicle identifier or serial number
- Other information related to an individual that may directly or indirectly identify that individual (e.g., salary, performance rating, purchase history, call history, etc.)

\* Note: When an individual's name is used with PII that is not business contact information, it is included in the definition of PII.

**Pre-existing Agreements or Arrangements** – agreements or arrangements that (1) relate to any *Pre-existing Creations*; or (2) may affect my ability to comply with the requirements of this Employment Agreement, including all contractual and other restrictions or obligations with other parties, including any post-employment restrictions and required notifications to the extent applicable under 18 United States Code §207, CFR 3.104-4, and India laws, rules and regulations that may or will impose limitations on my professional activities during my *Employment* (such as any non-compete agreements with prior employers and the one-year ban on lobbying contacts).

**Pre-existing Creations** – any *Intellectual Property* and *Intellectual Property Rights* that were developed or created by me, alone or with others, or otherwise acquired by me, before the period of my employment in any capacity with the Employer, in which I claim any ownership or right.

**Proceedings** – past or pending (1) actual or threatened claims or complaints of, or arising out of service to, present or former clients, (2) regulatory, self-regulatory, disciplinary, administrative, civil or criminal investigations, inquiries, charges, complaints, actions, sanctions, alternative dispute resolution proceedings, other proceedings or matters (other than criminal proceedings which relate solely to the operation of a motor vehicle) of any kind or nature, in India or any other jurisdiction, against me, including criminal proceedings arising out of my provision of professional services, proceedings brought by a professional association, or proceedings involving the Securities and Exchange Board of India, United States Securities and Exchange Commission or the PCAOB, other professional bodies like the Institute of Chartered Accountants of India or (3) matters of any kind or nature which could adversely affect my association with the Employer or my ability to perform my duties or responsibilities to the Employer, whether set forth in this Employment Agreement or otherwise, or my registration with or licensure by any governmental, quasi-governmental, or other regulatory agency, body or entity, in or outside the United States or India.

**Systems** – the communications systems or any part of such systems that a *Deloitte Entity* owns, licenses or operates and approves for use, including, but not limited to, e-mail, text messaging, Lotus Notes, Deloitte Online (eRoom), instant messaging, local area network, wide area network, Intranet (e.g., DeloitteNet, D Street), Internet, extranet, collaborative tools (e.g., blogs, wikis, etc.), laptop and desktop computers, servers, air cards, Personal Digital Assistants, cell phones, telephones and voicemail.

**Works** – all *Intellectual Property*, in any *Form*, created by me, alone or with others, during the period of my *Employment* that (1) is created within the scope of my *Employment*; (2) relates in any manner to the actual or anticipated business, research, or development of a *Deloitte Entity*; (3) results from any work assigned to or performed by me, alone or with others, for the Employer; or (4) is created with the use of *Deloitte Property*.

**EXHIBIT B****Pre-existing Creations; Pre-existing Agreements or Arrangements**

I understand and agree that the Employer makes no attempt to verify my claim of ownership to any of the *Pre-existing Creations* listed, and makes no admission that any *Pre-existing Creations* listed are owned by me.

[If yes, please enter details below]

Yes, I do have *Pre-existing Creations*, *Pre-existing Agreements or Arrangements*

No, I do not have *Pre-existing Creations*, *Pre-existing Agreements or Arrangements*

<b><u>Title</u></b>	<b><u>Date</u></b>	<b><u>Brief Description</u></b>
---------------------	--------------------	---------------------------------

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Print)

ACCEPTED AND AGREED TO:

**Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
6718FF75DA89400...

Pooja Madnani

**Talent**

Its: *Authorized Signatory*

\_\_\_\_\_  
Date

An *Authorized Signatory's* signature is required only if *Pre-existing Creations* or *Pre-existing Agreements* or *Arrangements* are listed pursuant to Paragraphs 2 and 11 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment made in light of Paragraph 2 that *Pre-existing Creations*, if any, are described and explained in sufficient detail so that the likelihood of confusion between the employee's *Pre-existing Creations* and the *Intellectual Property* of a *Deloitte Entity* can be avoided or minimized in the future and further indicates that the *Pre-existing Agreements* or *Arrangements* have been obtained and reviewed and that the *Authorized Signatory* is satisfied that such *Pre-existing Agreements* or *Arrangements* will not interfere with the employee's ability to comply with the requirements of this Employment Agreement.



**EXHIBIT C**

**Proceedings**

[none, unless otherwise specified]

Yes, I do have *Proceedings* to report

No, I do not have *Proceedings* to report

My signature below certifies that to the best of my knowledge, the information I have provided above, pursuant to Paragraph 3, is complete and accurate.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

**EXHIBIT D**

**Exceptions to Post-Employment Restrictions: re: Clients**

[none, unless otherwise specified]

As specified in Paragraph 13, I agree that after a period of three (3) years from my start date or the date of my employment, as the case may be, the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on Exhibit D to support the application of the obligations of Paragraph 12 to those clients.

Yes, I do have  
Post-Employment Restrictions  
re: Clients

No, I do not have  
Post-Employment Restrictions  
re: Clients

<u>Name of Client</u>	<u>Specified Kind of Services(s) Permitted</u>
-----------------------	------------------------------------------------

ACCEPTED AND AGREED TO:

**Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
6718FF75DA89400...

Pooja Madnani

**Talent**

Its:     Authorized Signatory	_____
	Date

I have read and understood the above policy terms.

_____	_____	_____
Signature	Name	Date

A n *Authorized Signatory's* signature is required only if information is provided pursuant to Paragraph 13 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment that criteria in Paragraph 13 have been fully satisfied, the clients listed have been properly identified, and the kinds of services permitted have been described with sufficient specificity.

## Terms and Conditions of Service

In continuation to our offer of employment with **Deloitte Tax Services India Private Limited** (the "Employer"), please note the terms and conditions of service.

The italicized terms in these Terms and Conditions of Service are defined in **Exhibit A** of the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement hereto.

### Terms of Service

#### 1. COMPLIANCE WITH INDEPENDENCE, ETHICS AND OTHER REQUIREMENTS

Deloitte & Touche LLP performs attest services for certain of its clients and is subject to the independence requirements of, among others, the United States Securities and Exchange Commission (SEC), the United States Public Company Accounting Oversight Board (PCAOB), and the American Institute of Certified Public Accountants (AICPA). These requirements mandate that certain of the Employer's employees and their relatives be independent of some or all of such attest clients and their affiliates in accordance with the policies of Deloitte LLP and its subsidiaries (the "Deloitte US Entities").

Upon joining the Employer, you will be asked to review a listing of the attest clients and the affiliates of such clients of certain of the Deloitte US Entities and disclose relationships or financial holdings that you or your relatives may have that could affect the independence of the Deloitte US Entities. Any relationships or holdings that conflict with, among other things, the requirements of the SEC, the PCAOB or the AICPA or the independence or ethics policies of the Deloitte US Entities will need to be resolved immediately. Further, you will be required to comply with these policies throughout your career with the Employer, including, when applicable, maintaining a current list of certain of your financial interests (but not their value) in the independence tracking system.

As a condition to your joining the Employer and continued employment, you are required to complete a representation regarding your understanding of, and compliance with, independence and other matters, on a periodical basis (as requested beginning on or prior to the date of you joining the Employer, annually thereafter, and upon certain changes in your role in the Employer), the details of which are provided in the independence representation. An example copy of this representation form is available for your reference on [www.deloittenet.com](http://www.deloittenet.com). The representation should be made to the best of your knowledge and ability. It is your responsibility to consult on any matter should you be uncertain or have a question. You are also requested to refer to [www.deloittenet.com](http://www.deloittenet.com) and *Independence* for more information in this respect. The representations made by you will be subject to an audit and may be reviewed by Deloitte LLP representatives and shared with certain third parties. If you are selected for such an audit, you will need to submit certain personal financial records to Deloitte LLP's internal audit team. Please be assured that Deloitte LLP fully intends to keep all information obtained through the audit process confidential and secure. You hereby give your consent to Deloitte LLP to use the information provided by you for such purposes as provided in the policies regarding independence and ethics.

In the event you (i) do not cooperate or comply with the independence requirements, or (ii) do not complete the necessary representations, or (iii) make inaccurate representation(s); you may be subject to disciplinary action including and up to termination of employment with the Employer.

Please feel free to contact or consult *Independence* should you require any further information or if you have any specific concerns in this respect.

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#### 2. NON DISCLOSURE, NON SOLICIT AND INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AGREEMENT ("Employment Agreement")

You will be expected to sign the Employer's Employment Agreement. Please contact Talent for further details.

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#### 3. HARRASSMENT POLICY

**Administrative Policy Release ("APR") 213** is the Employer's policy prohibiting harassment. Deloitte LLP's subsidiaries located in India ("Deloitte India (Offices of the US)") are committed to providing a working environment that is free from harassment based on caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis, in accordance with applicable Indian central, state or local law. Expressly forbidden are unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Depending on the circumstances, such harassment may also include conduct such as stereotyped or demeaning remarks or gestures or the display or circulation, whether in writing or electronically, of materials or pictures offensive to persons because of their caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis in accordance with applicable Indian central, state or local law. The full policy will be accessible to you on DeloitteNet after joining Deloitte U.S. India.

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#### 4. WORKING HOURS, HOLIDAYS, LEAVES AND MATERNITY BENEFITS

You will be provided with your standard working hours, which may vary over the course of your career. The Employer may, from time to time, subject to applicable laws, require the employee to work beyond these hours.

You shall be entitled to paid holidays and leave as per the Employer's policies.

Women employees are eligible for maternity benefits as per the recent amendments (2017) in the maternity benefit act, 1961, including having 26 weeks of maternity leave with pay, as applicable.

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#### 5. RETIREMENT AGE

The age of retirement for employees of Deloitte India (Offices of the US) is 60 years. Your employment will therefore automatically terminate at the end of the month in which you attain 60 years.

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#### 6. TRANSFERS

You may be transferred, assigned, or asked to attend training at the offices of a Deloitte Entity or its clients or third parties in India or abroad with or without additional compensation. In such an event, you will also be governed by the terms and conditions of service applicable to the transfer, assignment, or training.

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#### 7. NOTICE PERIOD FOR TERMINATION OF SERVICES

The notice period for termination of your services is **60 Days** by either side and/or salary in lieu of notice period on part of the Employer only.

The Employer expects all employees to maintain the highest standards of professional conduct at all times.

In order to assure orderly operations and provide the best possible work environment, the Employer expects you to follow rules of conduct that will protect the interests and safety of all personnel, including but not limited to the Code of Ethics and Professional Conduct.

In the event of any breach of the Code of Ethics and Professional Conduct, non-performance of a contractual obligation or the terms and conditions laid down in this Annexure, or if you engage in any misconduct whether or not in connection with or affecting the business or affairs of the Employer or the work conduct, as specified by Employer, you will be subject to disciplinary action up to and including termination of your services/ employment with the Employer without any notice or payment in lieu of notice notwithstanding any other terms and conditions stipulated herein.

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#### 8. MISCONDUCT

Misconduct may include but is not limited to:

- Irregular attendance: repeated or excessive absence, tardiness or early departures/ late comings without approval.
- Unreported or unapproved absence (including overstay of leave) for more than five consecutive days or deviation from assigned and accepted schedule for more than five days.
- Falsification or manipulation in background verification process or employment records, employment information, or other records prior to or after joining the Employer.
- Falsification or manipulation of Deloitte Time & Expense (DTE).
- Knowingly providing false statements, either verbally or in written form.
- Neglect of normal duties and functions.
- Practices such as reading personal materials during working time, having obscene or inappropriate posters or screen savers at your work station, playing games at your work station, etc.
- Continued discharge of work functions that do not meet the standards reasonably expected.
- Breach of the confidentiality provision in the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement including disclosing to any unauthorized person any *Confidential Information* or *PII*.
- Willful insubordination or disobedience, whether or not in combination with another, of any lawful and reasonable instructions of any member of management or any authorised person.
- Engaging in unapproved outside employment and activities as defined in APR 218 (US & IND)

([https://deloitte.net.deloitte.com/About/Policies/Admin/Pages/218\\_OutsideEmploymentActivities\\_US.aspx](https://deloitte.net.deloitte.com/About/Policies/Admin/Pages/218_OutsideEmploymentActivities_US.aspx)).

- Installing, downloading, copying or duplicating any unauthorized or unlicensed software, programs, games, or attachments on any computer system of the Employer or of any *Deloitte Entity* or its clients.
- Engaging in any illegal activities.
- Workplace violence, including threats of physical violence.
- Corporate credit card delinquencies.
- Causing damage to the property of the Employer, any *Deloitte Entity*, its clients, or their respective personnel
- Going on or abetting a strike in contravention of any law.
- Theft of any property belonging to another, the Employer or any *Deloitte Entity*, or their respective personnel, clients, or visitors
- Possession of firearms, explosives, knives or any instruments that can be used as an injurious or deadly weapon in the workplace or at any *Deloitte Entity* sponsored event.
- Corruption, fraud, or misappropriation of funds.
- Failure to comply with the policies, guidelines, rules and regulations of the Employer or a *Deloitte Entity* as applicable.
- Excessive personal use of the Employer's telephone, fax or computer systems.
- Failure to adhere to applicable laws.
- Any act prejudicial to or in conflict with the interests of the Employer or a *Deloitte Entity*.

The above terms and conditions are based on, and should be read in conjunction with, the Employer's policies, guidelines, procedures and other rules currently applicable, including but not limited to Administrative Policy Releases (APRs) and Deloitte India (Offices of the US)'s other policies, guidelines, rules, and regulations. The above rules are subject to amendments from time to time and the amended rules, policies, procedures, and guidelines would be posted on the Employer's Intranet site i.e. <https://deloitte.net.deloitte.com/Pages/Home.aspx> for employee reference. The policies will be updated from time to time in the future and we deem to have your consent to any and all such changes. Furthermore, upon acceptance of employment with the Employer, you may be requested to read and acknowledge acceptance of various policies and guidelines of the Employer. It is expected that you will read and acknowledge all such communications.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name



### Training Agreement

On behalf of **Deloitte Tax Services India Private Limited**, please accept our congratulations on your recent offer of employment to join the Company as **Tax Consultant I** pursuant to the terms and conditions of your offer letter dated **August 26, 2024**. You made a very favorable impression with everyone you met and we are excited about the possibility of you joining the Company.

As you may be aware, as a condition of employment with the Company, you may be required to travel Overseas to attend a series of training sessions for a period of up to 90 days. This training will be a combination of classroom procedural training as well as on-site training to observe employees conducting similar work at various client locations. This training represents the confidence we have in your ability to be a valuable member of the practice of the Company.

As per Company policy, we kindly bring to your attention that all employees attending training overseas are required to sign a Training Agreement which will obligate the employee to repay a calculated amount of the costs associated with the training, only if the employee resigns his/her position or are terminated for cause within a specified period after completion of the training (usually between 6 to 18 months). This repayment obligation disappears after the specified period of time has lapsed. We all look forward to seeing you again soon and having you join our team of outstanding professionals.

Sincerely,

For **Deloitte Tax Services India Private Limited**

DocuSigned by:

*Pooja Madhani*

6718FF75DA89400...

By:

Signature

**Authorized Signatory**



**Deloitte Tax Services India Private Limited**  
**Deloitte Tower Survey No. 41 Gachibowli Village, Ranga**  
**Reddy District, CIRCLE 3, Hyderabad - 500032, Telangana,**  
**India**

**Tel: +91 040 67621000**  
**www.deloitte.com**

**Subject: Offer of Employment**

**Dear AMEEN S:**

On behalf of **Deloitte Tax Services India Private Limited** (the "Employer" or "Company"), I am pleased to confirm our offer of employment to you as **Tax Consultant I** based in **Hyderabad**.

We extend this offer, and the opportunity it represents, with great confidence in your abilities. You have made a very favorable impression with everyone you met and we are excited with the prospect of you joining our organization on **JUNE 26, 2022**.

Your immediate manager will communicate details of your role and work responsibilities in the initial weeks of your joining the Employer. During your employment, the Company may require you to work on any project that you are assigned to, on any technical platforms/skills and nature of the project, in differentiated work timing, at designated work space and location as may be decided by the company.

As part of your annual compensation, you will receive a Total Salary of **Rs 382500** and, will be eligible for a performance linked variable bonus. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount could vary depending upon the business and individual performance each fiscal year and, in some situations, could exceed the payout range indicated. Any amounts paid will be subject to statutory and other deductions as per Employer policies and practices. The details of your compensation breakdown are provided in the attached Annexure A.

As an incentive to join the Company, you are eligible to receive a joining bonus of **Rs./₹ 100,000/-** subject to your reporting for full-time employment on **JUNE 26, 2022**. This amount will attract applicable taxes and will be processed as part of your first month's payroll. You will have an obligation to repay the entire amount of your joining bonus if you resign your position or are terminated for cause by the Company within **12 months** of your start date.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

Your employment with us will be governed by the Terms and Conditions as detailed in **Annexure B**, as well as any and all rules, regulations, guidelines, policies and practices of the Employer, which may be amended from time to time. Deloitte LLP and its U.S.-based subsidiaries (the "Deloitte U.S. Firms") requires their employees to make the necessary representations regarding independence and other matters. Because the Employer is an Indian subsidiary of Deloitte LLP, we must also comply with these independence requirements. Accordingly, this offer is conditional upon you agreeing to make such representations under the Employer's Independence Representations requirements, as further explained in **Annexure B**.

Your compensation details are confidential, and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization. We would like you to join the Employer on, or an alternative mutually agreed upon date.

This offer letter, together with the Annexures described herein, and the Non-Disclosure, Non Solicit and Intellectual Property Rights Assignment Agreement, the Information Security Policy (which you are required to sign upon joining), constitute the entire agreement between the parties with respect to the subject matter of this offer, and supersedes all other previous or contemporaneous oral or written representations, understandings or agreements relating to the subject matter of this offer between you and the Employer or its affiliates.

In compliance with applicable laws, Deloitte India (Offices of the US) provides its professionals with home pick-up and drop transport services within **pre-defined** boundary if their shift timings are between 8:30 p.m. - 6:00 a.m. in Hyderabad, 9:00 p.m. - 6:00 a.m. in Mumbai, Pune; 7:00 p.m. - 6:00 a.m. in Gurugram, 8:00 p.m. - 6:00 a.m. in Bengaluru, Chennai, and Kolkata.


This letter and **Deloitte Tax Services India Private Limited** employment application are intended to be final. To accept the offer and the terms of this letter, please sign below in the space provided within three business days.

everyone you have interviewed with joins me in extending to you congratulations and warm regards. We look forward to you joining our team.

Sincerely,

**For Deloitte Tax Services India Private Limited**

Best regards,

By:   
Signature

**Authorized Signatory**

**Acceptance**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



**Annexure A****Tax Consultant I -**

<b>Description</b>	<b>Monthly</b> (Rs. per month)	<b>Annual</b> (Rs. per Annum)
Basic Pay	<b>17,500</b>	<b>210,000</b>
House Rent Allowance (HRA)	<b>8,750</b>	<b>105,000</b>
Special Allowance <sup>1a &amp; 1b</sup>	<b>11,867</b>	<b>142,404</b>
Leave Travel Allowance <sup>2</sup>	<b>1,750</b>	<b>21,000</b>
Differential Allowance	<b>5,833</b>	<b>69,996</b>
Meal Card <sup>3</sup>	<b>2,200</b>	<b>26,400</b>
Employer's contribution to PF	<b>2,100</b>	<b>25,200</b>
<b>Total Salary (in Rs.)</b>	<b>50,000</b>	<b>600,000</b>
Variable Bonus*	You are eligible for a performance linked variable bonus. It will be paid out at the end of the fiscal year, as applicable and on the basis of your individual performance and performance of the business	
Medical Insurance Premium <sup>4</sup>	<b>3,014</b>	<b>36,167</b>

\*The Variable Bonus will vary, primarily based on your individual performance and the performance of the business, during the Employer's fiscal year which is June through May. Your performance will be formally assessed as a part of the Employer Performance Review Cycle Process. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount will vary depending upon the business and individual performance and in some circumstances, could exceed the payout range indicated. The performance of all the employees who have joined the Employer prior to March 1st will be assessed for the fiscal year ending in May. The disbursement of a Variable Bonus, if applicable, is subject to you being active on the rolls of the Employer, during the Annual Incentive Program payout cycle for the fiscal year. For employees joining during the period March 1st to May 30th, a prorated Variable Bonus, if applicable, will be based on the first year-end review ratings in the subsequent year and paid during the Annual Incentive Program payout cycle of that year. The Variable Bonus will not be paid in the event of termination of employment for any reason on or before the disbursement time. The application and interpretation of, and any determinations related to, the Variable Bonus is at the sole discretion of Employer. Employer may amend or terminate the Variable Bonus at any time. All compensation and benefits are based on employee's position with the Employer in India.

Contd/-....

Annexure A

<sup>1</sup>All employees may claim tax exemption, subject to tax rules from time to time, from their Special Allowance component, expenses incurred towards communication and Driver / Fuel & Maintenance Expenses as per eligibility mentioned below:

**Employee Level -  
Tax Consultant I**

<sup>1a</sup>Communication Expenses

<sup>1b</sup>Fuel Expenses

*Only one Post paid mobile, one Land Phone  
and One internet connection bill(s) can be  
claimed.*

*Petrol / Driver / Insurance / Repairs &  
Maintenance*

**Rs./₹ 3,000/-** per month

**Rs./₹ 7,500/-** per month

<sup>1a</sup> The internet/telephone/mobile bills should be in the Employee's name.

<sup>1b</sup> For claiming vehicle running expenses (Driver / Fuel / Repairs & Maintenance expenses) the vehicle has to be in the name of the Employee and the current tax rules are as under. The above limits will be applicable for all those who are on company car lease program and the below limits will apply for all those who are on self-owned car. In case of company leased car, taxability would be as per the current perquisite valuation rules.

Nature of Expenses	Own Vehicle –Maximum Tax exemption limit per month		
	4 Wheelers (Engine Capacity)		
	<= 1600 cc	> 1600 cc	Two Wheelers
Fuel & Maintenance	Rs. 1,800	Rs. 2,400	Rs. 900
Driver's Salary	Rs. 900	Rs. 900	Not applicable

All employees at and above **Senior Staff** are eligible for the company car lease program. If you choose to avail of this benefit, the amount towards lease rental will be paid by the firm on your behalf to the leasing company and your compensation structure will be adjusted accordingly. A revised letter with the new compensation structure will be issued that will supersede this letter for all practical purposes.

<sup>2</sup> The Leave Travel Allowance (LTA) will be paid on a monthly basis as an allowance with tax deducted at source. If you choose to avail the tax benefit on LTA, you should submit proof of expenses incurred by you for Self and / your immediate dependents. The taxability or otherwise of LTA will be as per the Income Tax Act 1961, details of which will form part of the LTA Form.

<sup>3</sup> Meal Card amount will be credited at the start of each month and for the first month (For New Hires) prorated amount will be processed as part of payroll. If not collected, it will be processed as a taxable amount with the salary.

<sup>4</sup> Annual Floating Medical Insurance Coverage for self and **6 dependents** is being paid by the Employer on your behalf. The premium amount is subject to change every year post renewal of insurance policy. In case you opt for an enhancement of the coverage limit, the additional premium will be adjusted accordingly from the special allowance.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

You may also be eligible to either a One-time Stipend or a temporary lodging basis joining the registered office location, you will receive a survey from Deloitte prior to your joining.

You may select the best option for availing the relocation assistance. If an employee who has availed this reimbursement decides to quit within 18 months from the date of relocation claim for whatever reason, the relocation reimbursement paid to the employee will be recovered in full, from the employee's full and final settlement.

By joining the Company, you will become a member under the 'Deloitte USI Employees Welfare Trust' and may be required to make a nominal contribution as a member.

Original bills towards the above components should be submitted during the Income Tax fiscal period evidencing the expenditure to get Income Tax exemption, failing which the same will attract applicable Income Tax.

Submission of false, tampered or altered bills as proof of expense for any of the above components will result in disciplinary action including termination of employment.

**Your compensation above is subject to income tax deduction per rules and guidelines prescribed under the prevailing tax laws. This may change from time to time in line with the amendments done in tax laws.**



## Annexure B

### **Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement ("Employment Agreement")**

In consideration of my employment by **Deloitte Tax Services India Private Limited**, an Employer incorporated under the provisions of the Companies Act, 1956 and having its registered office **Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District, CIRCLE 3, Hyderabad - 500032, Telangana, India** (the "Employer") as **Tax Consultant I** - and other valuable consideration, I acknowledge and agree that:

#### **PRELIMINARY MATTERS**

**1. Defined Terms.** The italicized terms in this agreement (the "Employment Agreement") are defined in **Exhibit A** hereto.

**2. Pre-existing Agreements or Arrangements.** I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Agreements or Arrangements*. The Employer expects me to abide by all restrictions or obligations that are contained in such Pre-existing Agreements or Arrangements and to avoid involvement, while employed by the Employer, in any matter that could pose a conflict as a result of confidential information or intellectual property obtained by me prior to my *Employment*. I further represent that none of these restrictions or obligations, including those set forth in any non-compete agreements with prior employers, is inconsistent with my acceptance of the Employer's offer of *Employment* or my becoming, and serving as, **Tax Consultant I** of the Employer. To the extent applicable and if I am joining the Employer after having served as an employee or official of the United States Government, I further represent that: (1) I have disclosed my prior participation, if any, in any discussions or negotiations with, or decisions to award contracts to, the Deloitte U.S. Firms while I was employed by the United States Government; and (2) I had either recused myself or had not played an active role in the applicable United States Government agency's decision to award any contracts to the Deloitte U.S. Firms while I was employed by the United States Government.

#### **PROTECTION OF OUR BUSINESS**

**3. Reporting of Proceedings.** Except as provided by law and except as I have disclosed in writing on **Exhibit C** to this Agreement, I represent and warrant that I have no *Proceedings* to report. Should I become a subject of any *Proceedings* during my association with the Employer, I agree to immediately report, in writing, all relevant facts to the Chief Talent Officer of Deloitte LLP, the Regional Talent Director of the Employer, and the Chief Ethics and Compliance Officer of Deloitte LLP. I understand that my responses are subject to audit and review by the Employer and others in accordance with applicable professional, ethical, legal, or Employer requirements, rules, regulations, policies, or practices, or other requests.

**4. Confidentiality.** I acknowledge that, by virtue of my *Employment*, I will acquire and be exposed to, have access to, make use of and/or create *Confidential Information*. Therefore, I agree to hold in trust and confidence all such *Confidential Information*. I will neither disclose any such *Confidential Information* to anyone outside a *Deloitte Entity* without the prior written approval of an *Authorized Signatory*, except as required by my authorized duties for the Employer, nor use any such *Confidential Information* for any purpose other than for the benefit of a *Deloitte Entity*.

**5. Third Party Information and Property.** I agree that during my *Employment*, I shall not use or disclose any confidential information or intellectual property of any former employer or other person or entity without the prior written authorization of such employer, person or entity and the prior written consent of an *Authorized Signatory*. If I were to use or disclose any such Confidential Information or Intellectual Property without prior consent, and any of the *Deloitte Entities* become the subject of any claim from a third party regarding such unauthorized use or disclosure, I agree to hold harmless and indemnify the *Deloitte Entities* for any legal defense costs and/or damages related to any such claim.

**6. Authorization.** Only employees of the Employer holding a senior or managerial position with the Employer will be authorized by a specific authorization, delegation, or power of attorney to sign legal documents, representing the Employer. Similarly, only such authorized employees of the Employer may speak about the Employer, the business and plans, various client-related projects etc.

**7. Competing Activities and Conflict of Interest.** During the period of my *Employment* I will not, directly or indirectly, participate in or in any way render services or assistance to any business that is or may be competitive with a *Deloitte Entity*, whether or not for compensation, or engage in any conduct which might result in, or create the appearance of using my position for private gain or other than for the benefit of a *Deloitte Entity*, or otherwise create a conflict, or the appearance of a conflict, of interest with a *Deloitte Entity*. Such conduct shall include, but not be limited to, having an undisclosed financial interest in any vendor or supplier of a *Deloitte Entity*, accepting payments of any kind or gifts other than of a nominal value from vendors, clients or suppliers, or having an undisclosed relationship with a family member or other individual who is employed or

associated with any entity in active or potential competition with a *Deloitte Entity*, and which creates a conflict of interest. I represent and warrant that I am not currently aware of any present or past violation of this provision.

**8. Authorization to Access Systems and Electronic Communications and use of Deloitte Property.** I understand that while employed with a *Deloitte Entity*, I will use and have access to the Systems. I also acknowledge that a *Deloitte Entity* has the right at any time to access, retrieve, delete, monitor, examine, use and/or disclose my Electronic Communications and information from (or about) me and the content, without notice to me, and that such *Electronic Communications* are considered part of a *Deloitte Entity's* business and client records and are not to be considered private or personal to me or any other *Personnel*. I further acknowledge that this right extends to *Electronic Communications* transmitted for either a business or personal purpose.

I agree that I am authorized to access the *Systems* only for approved business purposes and occasional personal use if such use does not interfere with my work responsibilities and other required business activities, business operations, or *Systems* performance. However, I also acknowledge that such occasional personal use does not create an expectation of privacy as to any of my personal *Electronic Communications* and, as such, are *Deloitte Property*.

I further acknowledge that I am not authorized to use the *Systems* for personal gain or any illegal or unethical use. I agree that under no circumstances am I authorized to access any of the *Systems* for the purpose of obtaining *Deloitte Property* for a competitor of a *Deloitte Entity*, transmitting *Deloitte Property* to me (e.g., emailing *Confidential Information* to my personal email address) or to a third party for purposes other than furthering the business objectives of a *Deloitte Entity*. I am not authorized to download a *Deloitte Entity's Confidential Information* or other *Deloitte Property* to removable media such as a CD Rom, disk or thumb drive other than as authorized for furthering the business objectives of a *Deloitte Entity*.

I will be responsible for the safe keeping and return in good condition and order of all the *Deloitte Property* that may be in my use, custody, care or charge. For the loss of any *Deloitte Property* in my possession or custody or for which I have been assigned responsibility, the Employer will have a right to assess on its own basis and recover from me, the damages in respect of such materials (out of the amounts due to me or otherwise) and to take such other legal action as it deems appropriate including termination of my employment without notice or payment in lieu thereof in the event of my failure to account for such material or property to its satisfaction.

**9. Security.** I am provided with a worktable and lockable storage space. I will ensure they are locked when unattended and understand that a duplicate key will only be provided if I sign for it. I am required to display my identity card to the appropriate security personnel on demand and at all times within the office premises.

**10. Ownership of Works.**

a. I agree that the Employer owns all rights, title and interest in and to all *Works*.

b. I agree that all *Works* are deemed works made for hire under India copyright or applicable laws or equivalent laws of any applicable foreign jurisdiction, and all *Intellectual Property Rights* therein vest automatically in the Employer upon creation of the *Works*. I agree that, to the extent any *Work* is held not to be a work made for hire, I hereby irrevocably assign all *Intellectual Property Rights* in the *Work* to the Employer. Notwithstanding anything contained in Section 19(4) of the Indian Copyright Act, 1957, I agree that such assignment shall continue to be in force for perpetuity irrespective of whether or not the Employer exercises its rights as the assignee for any period of time.

c. I will at all times, even after termination of my *Employment*, do whatever the Employer reasonably requests of me, at the Employer's expense, to document the assignment of any *Works* to the Employer or to assist the Employer in pursuing, renewing, extending or assigning any *Intellectual Property Rights*, and otherwise perfecting, protecting and enforcing said *Intellectual Property Rights* in, any *Works*. I agree that, as between me and the Employer, the Employer shall be the sole author, inventor, and owner of all such *Works* and *Intellectual Property Rights* therein throughout the world, and that the Employer shall have the sole right to seek copyright registrations, patents or trademark registrations, including all extensions and renewals thereof. I also hereby agree that I waive all moral rights in any *Works*.

I also agree to assign all my right, title and interest in and to any particular *Works* to a third party as directed by the Employer.

In the event the Employer is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraphs, I hereby irrevocably designate and appoint the Employer and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and in my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraphs with the same legal force and effect as if executed by me. I hereby waive any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any *Works* assigned hereunder to the Employer.

d. During a 12 month period after termination of my *Employment*, I agree that any *Intellectual Property* I create or conceive that results from and is related to any work assigned to or performed by me for the Employer, or that was created using *Deloitte Property*, is a *Work* that is subject to Paragraph 10 (b) above. For purposes of clarification, the foregoing provision is in addition to, and not in limitation of, any rights and remedies the Employer may have under the applicable laws protecting *Intellectual*

*Property of the Deloitte Entities.*

e. I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Employer) of all *Works* developed by me during the period of my employment with the Employer, which records shall be available to and remain the sole property of the Employer at all times.

**11. Pre-existing Creations; Personal Creations.** My obligations in Paragraph 10 do not apply to *Pre-existing Creations* and *Personal Creations*. I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Creations*. I acknowledge and agree that I will not assert any ownership rights against the *Deloitte Entities*, or their respective clients, with respect to any *Pre-existing Creations* unless they appear on **Exhibit B**, and **Exhibit B** has been accepted and agreed to by an *Authorized Signatory* who has signed at the bottom of such **Exhibit B**. I further agree that I shall not use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment* without the prior written consent of an *Authorized Signatory*. To the extent that I use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment*, I agree that, except as otherwise provided in a written agreement executed by me and the Employer, I hereby grant to the Employer an irrevocable, royalty free, perpetual, fully paid up, transferable, sub-licensable license to use, reproduce, distribute, display, perform, modify and create derivative works of and otherwise exploit such *Pre-existing Creations* or *Personal Creations* for any purpose including, but not limited to, client engagements.

**12. Post- Employment Restrictions re: Clients.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or serving of certain clients related to my work for a *Deloitte Entity* would necessarily involve the unauthorized use or disclosure of *Confidential Information*, and the proprietary relationships and goodwill of the *Deloitte Entities*, and, in the case of my serving of certain clients, could compromise the full compliance of the Employer or another *Deloitte Entity* with the applicable laws, rules and regulations of a U.S. or India regulatory body or other independence-related requirement of a regulatory body. Accordingly, during the period of my *Employment* and for a period of one year thereafter, I will not, directly or indirectly, solicit or provide services to any existing client of a *Deloitte Entity* with which I had personal contact and provided services during the two-year period prior to termination of my *Employment*.

**13. Exceptions to Post- Employment Restrictions re: Clients.** I understand that the obligations of Paragraph 12 will not apply for a period of three (3) years after my start date or the date of my promotion or transfer to clients of a *Deloitte Entity* and/or certain specified kinds of services rendered to such clients that meet all of the following criteria: (a) are personal clients of mine who came to a *Deloitte Entity* solely to avail themselves of certain specified kinds of services rendered by me and only as a result of my own independent recruitment efforts, which a *Deloitte Entity* neither subsidized nor otherwise financially supported as part of a program of client development, (b) are listed on **Exhibit D** expressly by name with respect to client and with sufficient specificity with respect to the kinds of service(s) that I will be permitted to render, and (c) are accepted and agreed to as to their listing on **Exhibit D** by an *Authorized Signatory* who has signed at the bottom of such Exhibit. I agree that after a period of three (3) years from my start date or the date of my promotion or transfer the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on **Exhibit D** to support the application of the obligations of Paragraph 12 to those clients.

**14. Future Employment with Clients.** Except as otherwise provided herein, I understand that I am not prohibited from accepting employment with a client (or an affiliate of such client) of a *Deloitte Entity*. Before entering into substantive discussions with an *Attest Client* regarding any employment opportunity, I acknowledge and agree that during my *Employment* and for five years thereafter I must first notify *Independence* and obtain prior written approval from *Independence*. I acknowledge and understand that it is the intent of the Employer to interpret and apply this provision (a) in an effort to ensure the full compliance of the *Deloitte Entities* with applicable U.S. and India laws, rules, and regulations; (b) to serve the public interest; and (c) to protect the legitimate interests of the *Deloitte Entities* or their respective *Attest Clients* under applicable U.S. or India laws, rules and regulations in a manner that is no greater than is reasonably necessary to protect such interests and without being unduly harsh and oppressive to me and my interests in future employment with an *Attest Client*. Further, I acknowledge and agree that because of, among other things, the importance of the *Deloitte Entities* remaining in compliance with applicable independence rules, such approval may be withheld by *Independence* in the event that my employment with an *Attest Client* would, in the view of Deloitte LLP, be inconsistent with applicable laws, rules and regulations or jeopardize the independence of a *Deloitte Entity* with respect to such *Attest Client*.

**15. Restrictions re: Personnel and Contractors.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or hiring or of any of its *Personnel* or contractors of the *Deloitte Entities*, or my participation in their hiring, admission or retention, would necessarily involve the unauthorized use or disclosure of *Confidential Information* or the proprietary relationships and goodwill of the *Deloitte Entities*. Accordingly, during my *Employment* and for one year thereafter, I will not, directly or indirectly, (a) solicit or attempt to solicit, or participate in the solicitation of or any attempt to solicit any *Personnel* to leave a *Deloitte Entity*, or to join any firm or business with which I may be or become affiliated; (b) participate in the hiring or admission of any *Personnel*; or (c) cause a contractor of a *Deloitte Entity* to cease providing services to, with, or on behalf of the *Deloitte Entity*.

**16. Post- Employment Restrictions re: Deloitte Property.** Upon termination of my *Employment*: (a) I will not use or disclose *Deloitte Property*, including, but not limited to, *Confidential Information* and *Works*, for any purpose; (b) I will not retain or take with me any *Deloitte Property*; (c) I will immediately deliver to a *Deloitte Entity* at any location that it designates, at my expense, within one business day after the termination of my *Employment* or on an alternate date designated by a *Deloitte*

*Entity*, any *Deloitte Property* that I may then or thereafter hold or control; and (d) I agree to allow a *Deloitte Entity* to inspect any of my personal or home computers, including smart phones, tablet computers, or any device, media or location capable of storing electronic data, to determine whether any *Deloitte Property* resides on such computers and to permit a *Deloitte Entity* to remove such *Deloitte Property*.

## OTHER POST- EMPLOYMENT OBLIGATIONS

**17. Transition of Work and Cooperation.** Upon termination of my *Employment* for any reason, I will cooperate with a *Deloitte Entity* in all matters relating to the completion of pending work and its orderly transfer. I will also cooperate fully with a *Deloitte Entity* in connection with any threat of or actual legal proceeding against a *Deloitte Entity* or any client, customer or licensor of a *Deloitte Entity* arising out of any matter with or of which I had contact or knowledge during my *Employment*.

**18. Notification of Post- Employment Obligations.** I agree that prior to accepting employment or affiliation with another firm or business I will advise such firm or business of my duties and obligations under this Employment Agreement. After my *Employment* ends, I agree that a *Deloitte Entity* shall be permitted to advise any firm or business with which I have accepted an offer of employment or affiliation concerning my duties and obligations under this Employment Agreement.

**19. Certification.** I agree that during or after my *Employment* I will, if requested, provide written certification in such form as the Employer may require that I have complied with my obligations hereunder, including, without limitation, those obligations set forth in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15 and 16 of this Agreement.

## OUR ENFORCEMENT RIGHTS AND REMEDIES IN THE EVENT OF A BREACH

**20. Equitable Relief and Attorney's Fees.** I acknowledge and agree that a breach of this Employment Agreement, including, but not limited to, a breach of my duties and obligations under the terms and conditions of Paragraphs 4, 5, 7, 8, 9, 10, 12, 14, 15 or 16 would cause irreparable harm to the *Deloitte Entities* and that, in addition to other remedies, the Employer on behalf of itself or another *Deloitte Entity* is entitled to a temporary restraining order, an injunction or other equitable relief to prevent any such breach. I also acknowledge that, to the extent permitted by law, a *Deloitte Entity* will be entitled to the payment of the *Deloitte Entities'* reasonable costs and attorney's fees incurred in enforcing this Employment Agreement. I also acknowledge that, to the extent permitted by law, the Employer may request that a court extend the one year period following the termination of my *Employment*, as provided in Paragraphs 12 and 15, to correspond with the period that I participated in activities prohibited by Paragraphs 12 and 15.

**21. Liquidated Damages: Client Fees.** I agree that in the event of a breach under Paragraph 12, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

**22. Liquidated Damages: Compensation.** I agree that the precise amount of damages flowing from a breach under Paragraph 15 would be impracticable or extremely difficult to ascertain in an actual amount. Therefore, I agree that in the event of a breach under Paragraph 15, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by or owed to any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

**23. Right of Inspection.** I agree to permit the Employer (or to use my best efforts to enable the Employer) to inspect my books and records (and the books and records of any entity which employs or is associated or affiliated with me), upon request and at reasonable times, to enable the Employer to confirm the calculations described above and to verify compliance with Paragraphs 12 and 15. The Employer shall keep confidential any proprietary information obtained, except as may be necessary or desirable to enable the Employer to enforce its rights under this Employment Agreement and except as may be required by any statute, court or administrative order to decree or government ruling or regulation.

**MISCELLANEOUS**

**24. Governing Law; Choice of Forum.** This Employment Agreement is deemed to have been executed in the Employer's office in **Hyderabad, Telangana, India** and will be construed and governed in accordance with the laws of the Republic of India without regard to its conflicts-of-law principles. You agree to submit to jurisdiction before any court of record in which the Employer's office to which you were assigned is located, or in which a breach of this Employment Agreement may occur, at the election of the Employer, and you waive any right to raise questions of personal jurisdiction or venue in any action the Employer may bring against you in any such court. You further agree to accept service of process/summons/legal notice from the Employer when that process/summons/legal notice is either sent to your last known address by certified mail or served by any other means permitted under the law of the jurisdiction in which the Employer may bring an action against you.

**25. Modifications.** My obligations hereunder may not be changed or modified, released, discharged, abandoned or terminated, in whole or in part, except by an instrument in writing signed by an *Authorized Signatory*.

**26. Severability.** Every provision of this Employment Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such term or provision will be enforced to the maximum extent permitted by law and, in any event, such illegality or invalidity shall not affect the validity of the remainder of the Employment Agreement.

**27. Blue-Penciling.** If any court determines that any provision of this Employment Agreement, or any part hereof, or the application of any such provision, or any part hereof, to any person or circumstance is unenforceable or void, such court shall have the power to modify such provision, or any part hereof, to the extent necessary to render it legal and enforceable while preserving its intent, or if such modification is not possible, by substituting therefore another provision that is legal and enforceable and that achieves the same objective.

**28. Waiver.** None of my obligations under this Employment Agreement shall be deemed to have been waived by the Employer except if the giving of such waiver is contained in a written notice given to me and no such waiver shall be deemed to be a waiver of any other or further obligation I have under this Employment Agreement.


**29. Entire Agreement.** This Employment Agreement, the Employer's employment application, the Terms and Conditions of Service issued pursuant to the offer of employment and any documentation employing me or transferring me to the Employer, contain the entire understanding between me and the Employer or any other *Deloitte Entity* with respect to the subject matter hereof and supersedes all prior representations, warranties, and agreements with respect to such subject matter, and no representations, warranties or other covenants exist with respect to such subject matter that are not contained or expressly referred to herein. Notwithstanding the foregoing, any written agreement between a *Deloitte Entity* and me with respect to the subject matter hereof that was signed by me prior to the effective date of this Employment Agreement shall remain valid and enforceable according to the terms of such agreement with respect to all acts and omissions occurring prior to the effective date of this Employment Agreement. In the event of a conflict between this Employment Agreement and the employment application or any other document purporting to set forth terms and conditions of my *Employment*, this Employment Agreement will control.

**30. Transfer and Assignment.** Unless as the Employer shall otherwise determine, the rights, obligations and benefits of the Employer under this Employment Agreement, including but not limited to those rights and benefits relating to my post-Employment obligations set forth in this Paragraph 30 and in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19 and 23 above, are transferred and assigned, in whole or in part (as the Employer shall determine) and without the need for my consent or the formality of documentation or prescribed processes, to (a) any *Deloitte Entity* in connection with my transfer to that *Deloitte Entity* or (b) any entity that acquires all or a part of the assets or business of the Employer. All provisions of this Employment Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, representatives, successors, and assigns of the Employer and me, and any *Deloitte Entity* to which I may be transferred during my *Employment*, provided, however, none of my duties or obligations under this Employment Agreement may be assigned or transferred by me to any other person or entity without the Employer's prior written approval of such assignment or transfer. Any purported assignments in violation of this Paragraph 30 shall be null and void.

**31. Headings.** The headings contained in this Employment Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Employment Agreement.

I have read the foregoing, understand it, and agree to comply with its terms.

**For Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
 6718FF75DA89400...

Pooja Madhani

**Talent**

**Authorized Signatory**

Effective as of , I accept all the terms and conditions of the Employer as stipulated in this Employment Agreement.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name



**EXHIBIT A**

The definitions below apply to the italicized terms that appear in the Employment Agreement (including the exhibits):

**Attest Client** – attest client (or an affiliate of such client) of Deloitte & Touche LLP or a *Deloitte Entity*.

**Authorized Signatory** – a director, officer or other person who is authorized to sign on behalf of a *Deloitte Entity*.

**Confidential Information** – any information not generally known to the public, in any *Form*, that (1) relates to the operation of a *Deloitte Entity* or provides the *Deloitte Entities* with a competitive advantage, (2) consists of Personally Identifiable Information (*PII*) or other personal information about *Personnel*, client and other third party personnel, independent contractors, subcontractors, agents, vendors, suppliers or others which the Employer or another *Deloitte Entity* receives in the course of business, and (3) all other information entrusted to the Employer or another *Deloitte Entity* by clients and other third parties. *Confidential Information* includes, but is not limited to, *Intellectual Property*, supplier information, designs, business or marketing plans, forecasts and financial information, tax returns, tax identification numbers, agreements, client or prospective client lists, specific information about clients or prospective clients such as preferences for specific products and services, client or prospective client needs based on financial history and past purchases of services, client or prospective client development plans, specific rates charged to a client or offered to a prospective client and other business or client records. *Confidential Information* also includes, but is not limited to, debit or credit card information, employment applications, organization charts, performance ratings and other personnel records.

**Deloitte Entity** – the Employer, Deloitte LLP, and any corporation, company, partnership, limited liability company or other entity (a) that (i) is owned, directly or indirectly, in whole or in part, by Deloitte LLP (the “Deloitte U.S. Firms”), including but not limited to Deloitte LLP subsidiaries in India, the Deloitte Touche Tohmatsu verein, Deloitte Global Services Limited, Deloitte Global Services Holdings Limited, Deloitte Touche Tohmatsu Limited (“DTTL”) or any member firm of DTTL or affiliate thereof (collectively, the “DTTL Member Firms”) or (ii) controls, is controlled by or is under common control with any of the entities listed in clause (i); or (b) in which any *Personnel* participated on its behalf, or carried out any duties with respect to its affairs. For purposes of this Employment Agreement, the term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract, or otherwise.

**Deloitte Property** – *Confidential Information*, *Systems*, equipment, debit and credit cards issued in connection with my *Employment*, furniture, facilities and any and all other materials owned, licensed or leased by a *Deloitte Entity*, including, without limitation, computerized or electronic information and all copies thereof in any form or media, created by, furnished to, obtained by or prepared by me in the course of my employment in any capacity.

**Deloitte India (Offices of the US)** - The following companies shall be deemed to be the affiliates of each other and are collectively referred to as Deloitte India (Offices of the US): (i) Deloitte Consulting India Private Limited (ii) Deloitte Tax Services India Private Limited (iii) Deloitte Support Services India Private Limited (iv) Deloitte Financial Advisory Services India Private Limited and (v) Deloitte & Touche Assurance & Enterprise Risk Services India Private Limited.

**Electronic Communications** – all text, audio, video, images, information, data, files and attachments created, displayed, sent, received, posted, accessed or stored, whether deleted or not, by means of the *Systems*.

**Employment** – the nature of my relationship with the Employer or a *Deloitte Entity* pursuant to this Employment Agreement. Alternatively, and depending on context, *Employment* is the period of time during which this relationship persists.

**Form** - paper, computer disc, USB drive, website; any other tangible or electronic medium by which information may be stored or accessed; and human memory.

**Independence** – National Office (Independence) of Deloitte LLP.

**Intellectual Property** - works of authorship (including, without limitation, books, articles, data compilations, software and other copyrightable materials), materials, patents, inventions, designs, techniques, methodologies, processes, discoveries, know-how, ideas, trade secrets, moral rights, trademarks and other indicia of origin together with the goodwill therein, and all patent applications, copyright and trademark applications and registrations, and extensions and renewals thereof, throughout the world.

**Intellectual Property Rights** – all rights, title and interest in Intellectual Property.

**PCAOB** – the United States Public Company Accounting Oversight Board.

**Personal Creations** – *Intellectual Property* that meet all of the following criteria: (1) it is conceived, developed, and created by me on my own time without using *Deloitte Property* or *Personnel* (during work hours), facilities, *Confidential Information* or *Works* of a *Deloitte Entity*, (2) it is unrelated to the actual or reasonably anticipated business or research and development of a

*Deloitte Entity*, and (3) it does not result from any work performed by me and the *Personnel* (during work hours) for a *Deloitte Entity*.

**Personnel** – partners, principals, members, officers and employees of a *Deloitte Entity*.

**PII** – information (excluding business contact information such as an individual's name and one or more of the following: organization name, organizational title, organizational role, business address, business telephone number (including business cell phone number and business email address) relating to an identified or identifiable natural person. An identifiable natural person is a natural person who can be identified, directly or indirectly, by reference to an identification number or factors specific to his or her physical, physiological, mental, economic, cultural or social identity. Set forth below is a non-exclusive list of information that constitutes PII when such information relates to an identified or identifiable natural person:

- Account number (bank account, credit card, etc.)
- Address
- Biometric identifier
- Certificate or license number
- Date of birth
- Government identifiers (such as PAN)
- Name\*
- Personnel Number
- Photograph or video identifiable to an individual
- Vehicle identifier or serial number
- Other information related to an individual that may directly or indirectly identify that individual (e.g., salary, performance rating, purchase history, call history, etc.)

\* Note: When an individual's name is used with PII that is not business contact information, it is included in the definition of PII.

**Pre-existing Agreements or Arrangements** – agreements or arrangements that (1) relate to any *Pre-existing Creations*; or (2) may affect my ability to comply with the requirements of this Employment Agreement, including all contractual and other restrictions or obligations with other parties, including any post-employment restrictions and required notifications to the extent applicable under 18 United States Code §207, CFR 3.104-4, and India laws, rules and regulations that may or will impose limitations on my professional activities during my *Employment* (such as any non-compete agreements with prior employers and the one-year ban on lobbying contacts).

**Pre-existing Creations** – any *Intellectual Property* and *Intellectual Property Rights* that were developed or created by me, alone or with others, or otherwise acquired by me, before the period of my employment in any capacity with the Employer, in which I claim any ownership or right.

**Proceedings** – past or pending (1) actual or threatened claims or complaints of, or arising out of service to, present or former clients, (2) regulatory, self-regulatory, disciplinary, administrative, civil or criminal investigations, inquiries, charges, complaints, actions, sanctions, alternative dispute resolution proceedings, other proceedings or matters (other than criminal proceedings which relate solely to the operation of a motor vehicle) of any kind or nature, in India or any other jurisdiction, against me, including criminal proceedings arising out of my provision of professional services, proceedings brought by a professional association, or proceedings involving the Securities and Exchange Board of India, United States Securities and Exchange Commission or the PCAOB, other professional bodies like the Institute of Chartered Accountants of India or (3) matters of any kind or nature which could adversely affect my association with the Employer or my ability to perform my duties or responsibilities to the Employer, whether set forth in this Employment Agreement or otherwise, or my registration with or licensure by any governmental, quasi-governmental, or other regulatory agency, body or entity, in or outside the United States or India.

**Systems** – the communications systems or any part of such systems that a *Deloitte Entity* owns, licenses or operates and approves for use, including, but not limited to, e-mail, text messaging, Lotus Notes, Deloitte Online (eRoom), instant messaging, local area network, wide area network, Intranet (e.g., DeloitteNet, D Street), Internet, extranet, collaborative tools (e.g., blogs, wikis, etc.), laptop and desktop computers, servers, air cards, Personal Digital Assistants, cell phones, telephones and voicemail.

**Works** – all *Intellectual Property*, in any *Form*, created by me, alone or with others, during the period of my *Employment* that (1) is created within the scope of my *Employment*; (2) relates in any manner to the actual or anticipated business, research, or development of a *Deloitte Entity*; (3) results from any work assigned to or performed by me, alone or with others, for the Employer; or (4) is created with the use of *Deloitte Property*.

**EXHIBIT B****Pre-existing Creations; Pre-existing Agreements or Arrangements**

I understand and agree that the Employer makes no attempt to verify my claim of ownership to any of the *Pre-existing Creations* listed, and makes no admission that any *Pre-existing Creations* listed are owned by me.

[If yes, please enter details below]

Yes, I do have *Pre-existing Creations, Pre-existing Agreements or Arrangements*

No, I do not have *Pre-existing Creations, Pre-existing Agreements or Arrangements*

<b><u>Title</u></b>	<b><u>Date</u></b>	<b><u>Brief Description</u></b>
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\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Print)

ACCEPTED AND AGREED TO:

**Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
6718FF75DA89400...

Pooja Madnani

**Talent**

Its: *Authorized Signatory*

\_\_\_\_\_  
Date

An *Authorized Signatory's* signature is required only if *Pre-existing Creations* or *Pre-existing Agreements* or *Arrangements* are listed pursuant to Paragraphs 2 and 11 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment made in light of Paragraph 2 that *Pre-existing Creations*, if any, are described and explained in sufficient detail so that the likelihood of confusion between the employee's *Pre-existing Creations* and the *Intellectual Property* of a *Deloitte Entity* can be avoided or minimized in the future and further indicates that the *Pre-existing Agreements* or *Arrangements* have been obtained and reviewed and that the *Authorized Signatory* is satisfied that such *Pre-existing Agreements* or *Arrangements* will not interfere with the employee's ability to comply with the requirements of this Employment Agreement.

**EXHIBIT C**

**Proceedings**

[none, unless otherwise specified]

Yes, I do have *Proceedings* to report

No, I do not have *Proceedings* to report

My signature below certifies that to the best of my knowledge, the information I have provided above, pursuant to Paragraph 3, is complete and accurate.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

**EXHIBIT D**

**Exceptions to Post-Employment Restrictions: re: Clients**

[none, unless otherwise specified]

As specified in Paragraph 13, I agree that after a period of three (3) years from my start date or the date of my employment, as the case may be, the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on Exhibit D to support the application of the obligations of Paragraph 12 to those clients.

Yes, I do have  
Post-Employment Restrictions  
re: Clients

No, I do not have  
Post-Employment Restrictions  
re: Clients

<u>Name of Client</u>	<u>Specified Kind of Services(s) Permitted</u>
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ACCEPTED AND AGREED TO:

**Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
6718FF75DA89400...

Pooja Madnani

**Talent**

Its:     Authorized Signatory	_____
	Date

I have read and understood the above policy terms.

_____	_____	_____
Signature	Name	Date

A n *Authorized Signatory's* signature is required only if information is provided pursuant to Paragraph 13 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment that criteria in Paragraph 13 have been fully satisfied, the clients listed have been properly identified, and the kinds of services permitted have been described with sufficient specificity.

## Terms and Conditions of Service

In continuation to our offer of employment with **Deloitte Tax Services India Private Limited** (the "Employer"), please note the terms and conditions of service.

The italicized terms in these Terms and Conditions of Service are defined in **Exhibit A** of the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement hereto.

### Terms of Service

#### 1. COMPLIANCE WITH INDEPENDENCE, ETHICS AND OTHER REQUIREMENTS

Deloitte & Touche LLP performs attest services for certain of its clients and is subject to the independence requirements of, among others, the United States Securities and Exchange Commission (SEC), the United States Public Company Accounting Oversight Board (PCAOB), and the American Institute of Certified Public Accountants (AICPA). These requirements mandate that certain of the Employer's employees and their relatives be independent of some or all of such attest clients and their affiliates in accordance with the policies of Deloitte LLP and its subsidiaries (the "Deloitte US Entities").

Upon joining the Employer, you will be asked to review a listing of the attest clients and the affiliates of such clients of certain of the Deloitte US Entities and disclose relationships or financial holdings that you or your relatives may have that could affect the independence of the Deloitte US Entities. Any relationships or holdings that conflict with, among other things, the requirements of the SEC, the PCAOB or the AICPA or the independence or ethics policies of the Deloitte US Entities will need to be resolved immediately. Further, you will be required to comply with these policies throughout your career with the Employer, including, when applicable, maintaining a current list of certain of your financial interests (but not their value) in the independence tracking system.

As a condition to your joining the Employer and continued employment, you are required to complete a representation regarding your understanding of, and compliance with, independence and other matters, on a periodical basis (as requested beginning on or prior to the date of you joining the Employer, annually thereafter, and upon certain changes in your role in the Employer), the details of which are provided in the independence representation. An example copy of this representation form is available for your reference on [www.deloittenet.com](http://www.deloittenet.com). The representation should be made to the best of your knowledge and ability. It is your responsibility to consult on any matter should you be uncertain or have a question. You are also requested to refer to [www.deloittenet.com](http://www.deloittenet.com) and *Independence* for more information in this respect. The representations made by you will be subject to an audit and may be reviewed by Deloitte LLP representatives and shared with certain third parties. If you are selected for such an audit, you will need to submit certain personal financial records to Deloitte LLP's internal audit team. Please be assured that Deloitte LLP fully intends to keep all information obtained through the audit process confidential and secure. You hereby give your consent to Deloitte LLP to use the information provided by you for such purposes as provided in the policies regarding independence and ethics.

In the event you (i) do not cooperate or comply with the independence requirements, or (ii) do not complete the necessary representations, or (iii) make inaccurate representation(s); you may be subject to disciplinary action including and up to termination of employment with the Employer.

Please feel free to contact or consult *Independence* should you require any further information or if you have any specific concerns in this respect.

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#### 2. NON DISCLOSURE, NON SOLICIT AND INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AGREEMENT ("Employment Agreement")

You will be expected to sign the Employer's Employment Agreement. Please contact Talent for further details.

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#### 3. HARRASSMENT POLICY

**Administrative Policy Release ("APR") 213** is the Employer's policy prohibiting harassment. Deloitte LLP's subsidiaries located in India ("Deloitte India (Offices of the US)") are committed to providing a working environment that is free from harassment based on caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis, in accordance with applicable Indian central, state or local law. Expressly forbidden are unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Depending on the circumstances, such harassment may also include conduct such as stereotyped or demeaning remarks or gestures or the display or circulation, whether in writing or electronically, of materials or pictures offensive to persons because of their caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis in accordance with applicable Indian central, state or local law. The full policy will be accessible to you on DeloitteNet after joining Deloitte U.S. India.

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#### 4. WORKING HOURS, HOLIDAYS, LEAVES AND MATERNITY BENEFITS

You will be provided with your standard working hours, which may vary over the course of your career. The Employer may, from time to time, subject to applicable laws, require the employee to work beyond these hours.

You shall be entitled to paid holidays and leave as per the Employer's policies.

Women employees are eligible for maternity benefits as per the recent amendments (2017) in the maternity benefit act, 1961, including having 26 weeks of maternity leave with pay, as applicable.

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#### 5. RETIREMENT AGE

The age of retirement for employees of Deloitte India (Offices of the US) is 60 years. Your employment will therefore automatically terminate at the end of the month in which you attain 60 years.

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#### 6. TRANSFERS

You may be transferred, assigned, or asked to attend training at the offices of a Deloitte Entity or its clients or third parties in India or abroad with or without additional compensation. In such an event, you will also be governed by the terms and conditions of service applicable to the transfer, assignment, or training.

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#### 7. NOTICE PERIOD FOR TERMINATION OF SERVICES

The notice period for termination of your services is **60 Days** by either side and/or salary in lieu of notice period on part of the Employer only.

The Employer expects all employees to maintain the highest standards of professional conduct at all times.

In order to assure orderly operations and provide the best possible work environment, the Employer expects you to follow rules of conduct that will protect the interests and safety of all personnel, including but not limited to the Code of Ethics and Professional Conduct.

In the event of any breach of the Code of Ethics and Professional Conduct, non-performance of a contractual obligation or the terms and conditions laid down in this Annexure, or if you engage in any misconduct whether or not in connection with or affecting the business or affairs of the Employer or the work conduct, as specified by Employer, you will be subject to disciplinary action up to and including termination of your services/ employment with the Employer without any notice or payment in lieu of notice notwithstanding any other terms and conditions stipulated herein.

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#### 8. MISCONDUCT

Misconduct may include but is not limited to:

- Irregular attendance: repeated or excessive absence, tardiness or early departures/ late comings without approval.
- Unreported or unapproved absence (including overstay of leave) for more than five consecutive days or deviation from assigned and accepted schedule for more than five days.
- Falsification or manipulation in background verification process or employment records, employment information, or other records prior to or after joining the Employer.
- Falsification or manipulation of Deloitte Time & Expense (DTE).
- Knowingly providing false statements, either verbally or in written form.
- Neglect of normal duties and functions.
- Practices such as reading personal materials during working time, having obscene or inappropriate posters or screen savers at your work station, playing games at your work station, etc.
- Continued discharge of work functions that do not meet the standards reasonably expected.
- Breach of the confidentiality provision in the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement including disclosing to any unauthorized person any *Confidential Information* or *PII*.
- Willful insubordination or disobedience, whether or not in combination with another, of any lawful and reasonable instructions of any member of management or any authorised person.
- Engaging in unapproved outside employment and activities as defined in APR 218 (US & IND)

([https://deloittenet.deloitte.com/About/Policies/Admin/Pages/218\\_OutsideEmploymentActivities\\_US.aspx](https://deloittenet.deloitte.com/About/Policies/Admin/Pages/218_OutsideEmploymentActivities_US.aspx)).

- Installing, downloading, copying or duplicating any unauthorized or unlicensed software, programs, games, or attachments on any computer system of the Employer or of any *Deloitte Entity* or its clients.
- Engaging in any illegal activities.
- Workplace violence, including threats of physical violence.
- Corporate credit card delinquencies.
- Causing damage to the property of the Employer, any *Deloitte Entity*, its clients, or their respective personnel
- Going on or abetting a strike in contravention of any law.
- Theft of any property belonging to another, the Employer or any *Deloitte Entity*, or their respective personnel, clients, or visitors
- Possession of firearms, explosives, knives or any instruments that can be used as an injurious or deadly weapon in the workplace or at any *Deloitte Entity* sponsored event.
- Corruption, fraud, or misappropriation of funds.
- Failure to comply with the policies, guidelines, rules and regulations of the Employer or a *Deloitte Entity* as applicable.
- Excessive personal use of the Employer's telephone, fax or computer systems.
- Failure to adhere to applicable laws.
- Any act prejudicial to or in conflict with the interests of the Employer or a *Deloitte Entity*.

The above terms and conditions are based on, and should be read in conjunction with, the Employer's policies, guidelines, procedures and other rules currently applicable, including but not limited to Administrative Policy Releases (APRs) and Deloitte India (Offices of the US)'s other policies, guidelines, rules, and regulations. The above rules are subject to amendments from time to time and the amended rules, policies, procedures, and guidelines would be posted on the Employer's Intranet site i.e. <https://deloittenet.deloitte.com/Pages/Home.aspx> for employee reference. The policies will be updated from time to time in the future and we deem to have your consent to any and all such changes. Furthermore, upon acceptance of employment with the Employer, you may be requested to read and acknowledge acceptance of various policies and guidelines of the Employer. It is expected that you will read and acknowledge all such communications.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name





### Training Agreement

On behalf of **Deloitte Tax Services India Private Limited**, please accept our congratulations on your recent offer of employment to join the Company as **Tax Consultant I** pursuant to the terms and conditions of your offer letter dated **August 26, 2024**. You made a very favorable impression with everyone you met and we are excited about the possibility of you joining the Company.

As you may be aware, as a condition of employment with the Company, you may be required to travel Overseas to attend a series of training sessions for a period of up to 90 days. This training will be a combination of classroom procedural training as well as on-site training to observe employees conducting similar work at various client locations. This training represents the confidence we have in your ability to be a valuable member of the practice of the Company.

As per Company policy, we kindly bring to your attention that all employees attending training overseas are required to sign a Training Agreement which will obligate the employee to repay a calculated amount of the costs associated with the training, only if the employee resigns his/her position or are terminated for cause within a specified period after completion of the training (usually between 6 to 18 months). This repayment obligation disappears after the specified period of time has lapsed. We all look forward to seeing you again soon and having you join our team of outstanding professionals.

Sincerely,

For **Deloitte Tax Services India Private Limited**

DocuSigned by:

*Pooja Madhani*

6718FF75DA89400...

By:

Signature

**Authorized Signatory**



**Deloitte Tax Services India Private Limited**  
**Deloitte Tower Survey No. 41 Gachibowli Village, Ranga**  
**Reddy District, CIRCLE 3, Hyderabad - 500032, Telangana,**  
**India**

**Tel: +91 040 67621000**  
**www.deloitte.com**

**Subject: Offer of Employment**

**Dear AMAL ANAND:**

On behalf of **Deloitte Tax Services India Private Limited** (the "Employer" or "Company"), I am pleased to confirm our offer of employment to you as **Tax Consultant I** based in **Hyderabad**.

We extend this offer, and the opportunity it represents, with great confidence in your abilities. You have made a very favorable impression with everyone you met and we are excited with the prospect of you joining our organization on **JUNE 26, 2022**.

Your immediate manager will communicate details of your role and work responsibilities in the initial weeks of your joining the Employer. During your employment, the Company may require you to work on any project that you are assigned to, on any technical platforms/skills and nature of the project, in differentiated work timing, at designated work space and location as may be decided by the company.

As part of your annual compensation, you will receive a Total Salary of **Rs 382500** and, will be eligible for a performance linked variable bonus. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount could vary depending upon the business and individual performance each fiscal year and, in some situations, could exceed the payout range indicated. Any amounts paid will be subject to statutory and other deductions as per Employer policies and practices. The details of your compensation breakdown are provided in the attached Annexure A.

As an incentive to join the Company, you are eligible to receive a joining bonus of **Rs./₹ 100,000/-** subject to your reporting for full-time employment on **JUNE 26, 2022**. This amount will attract applicable taxes and will be processed as part of your first month's payroll. You will have an obligation to repay the entire amount of your joining bonus if you resign your position or are terminated for cause by the Company within **12 months** of your start date.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

Your employment with us will be governed by the Terms and Conditions as detailed in **Annexure B**, as well as any and all rules, regulations, guidelines, policies and practices of the Employer, which may be amended from time to time. Deloitte LLP and its U.S.-based subsidiaries (the "Deloitte U.S. Firms") requires their employees to make the necessary representations regarding independence and other matters. Because the Employer is an Indian subsidiary of Deloitte LLP, we must also comply with these independence requirements. Accordingly, this offer is conditional upon you agreeing to make such representations under the Employer's Independence Representations requirements, as further explained in **Annexure B**.

Your compensation details are confidential, and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization. We would like you to join the Employer on, or an alternative mutually agreed upon date.

This offer letter, together with the Annexures described herein, and the Non-Disclosure, Non Solicit and Intellectual Property Rights Assignment Agreement, the Information Security Policy (which you are required to sign upon joining), constitute the entire agreement between the parties with respect to the subject matter of this offer, and supersedes all other previous or contemporaneous oral or written representations, understandings or agreements relating to the subject matter of this offer between you and the Employer or its affiliates.

In compliance with applicable laws, Deloitte India (Offices of the US) provides its professionals with home pick-up and drop transport services within **pre-defined** boundary if their shift timings are between 8:30 p.m. - 6:00 a.m. in Hyderabad, 9:00 p.m. - 6:00 a.m. in Mumbai, Pune; 7:00 p.m. - 6:00 a.m. in Gurugram, 8:00 p.m. - 6:00 a.m. in Bengaluru, Chennai, and Kolkata.


This letter and **Deloitte Tax Services India Private Limited** employment application are intended to be final. To accept the offer and the terms of this letter, please sign below in the space provided within three business days.

everyone you have interviewed with joins me in extending to you congratulations and warm regards. We look forward to you joining our team.

Sincerely,

**For Deloitte Tax Services India Private Limited**

Best regards,

By:  6718FF75DA89400...  
Signature

**Authorized Signatory**

**Acceptance**

Signature

Date

**Annexure A****Tax Consultant I -**

<b>Description</b>	<b>Monthly</b> (Rs. per month)	<b>Annual</b> (Rs. per Annum)
Basic Pay	<b>17,500</b>	<b>210,000</b>
House Rent Allowance (HRA)	<b>8,750</b>	<b>105,000</b>
Special Allowance <sup>1a &amp; 1b</sup>	<b>11,867</b>	<b>142,404</b>
Leave Travel Allowance <sup>2</sup>	<b>1,750</b>	<b>21,000</b>
Differential Allowance	<b>5,833</b>	<b>69,996</b>
Meal Card <sup>3</sup>	<b>2,200</b>	<b>26,400</b>
Employer's contribution to PF	<b>2,100</b>	<b>25,200</b>
<b>Total Salary (in Rs.)</b>	<b>50,000</b>	<b>600,000</b>
Variable Bonus*	You are eligible for a performance linked variable bonus. It will be paid out at the end of the fiscal year, as applicable and on the basis of your individual performance and performance of the business	
Medical Insurance Premium <sup>4</sup>	<b>3,014</b>	<b>36,167</b>

\*The Variable Bonus will vary, primarily based on your individual performance and the performance of the business, during the Employer's fiscal year which is June through May. Your performance will be formally assessed as a part of the Employer Performance Review Cycle Process. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount will vary depending upon the business and individual performance and in some circumstances, could exceed the payout range indicated. The performance of all the employees who have joined the Employer prior to March 1st will be assessed for the fiscal year ending in May. The disbursement of a Variable Bonus, if applicable, is subject to you being active on the rolls of the Employer, during the Annual Incentive Program payout cycle for the fiscal year. For employees joining during the period March 1st to May 30th, a prorated Variable Bonus, if applicable, will be based on the first year-end review ratings in the subsequent year and paid during the Annual Incentive Program payout cycle of that year. The Variable Bonus will not be paid in the event of termination of employment for any reason on or before the disbursement time. The application and interpretation of, and any determinations related to, the Variable Bonus is at the sole discretion of Employer. Employer may amend or terminate the Variable Bonus at any time. All compensation and benefits are based on employee's position with the Employer in India.

Contd/-....

Annexure A

<sup>1</sup>All employees may claim tax exemption, subject to tax rules from time to time, from their Special Allowance component, expenses incurred towards communication and Driver / Fuel & Maintenance Expenses as per eligibility mentioned below:

**Employee Level -  
Tax Consultant I**

<sup>1a</sup>Communication Expenses

<sup>1b</sup>Fuel Expenses

*Only one Post paid mobile, one Land Phone  
and One internet connection bill(s) can be  
claimed.*

*Petrol / Driver / Insurance / Repairs &  
Maintenance*

**Rs./₹ 3,000/-** per month

**Rs./₹ 7,500/-** per month

<sup>1a</sup> The internet/telephone/mobile bills should be in the Employee's name.

<sup>1b</sup> For claiming vehicle running expenses (Driver / Fuel / Repairs & Maintenance expenses) the vehicle has to be in the name of the Employee and the current tax rules are as under. The above limits will be applicable for all those who are on company car lease program and the below limits will apply for all those who are on self-owned car. In case of company leased car, taxability would be as per the current perquisite valuation rules.

Nature of Expenses	Own Vehicle –Maximum Tax exemption limit per month		
	4 Wheelers (Engine Capacity)		
	<= 1600 cc	> 1600 cc	Two Wheelers
Fuel & Maintenance	Rs. 1,800	Rs. 2,400	Rs. 900
Driver's Salary	Rs. 900	Rs. 900	Not applicable

All employees at and above **Senior Staff** are eligible for the company car lease program. If you choose to avail of this benefit, the amount towards lease rental will be paid by the firm on your behalf to the leasing company and your compensation structure will be adjusted accordingly. A revised letter with the new compensation structure will be issued that will supersede this letter for all practical purposes.

<sup>2</sup> The Leave Travel Allowance (LTA) will be paid on a monthly basis as an allowance with tax deducted at source. If you choose to avail the tax benefit on LTA, you should submit proof of expenses incurred by you for Self and / your immediate dependents. The taxability or otherwise of LTA will be as per the Income Tax Act 1961, details of which will form part of the LTA Form.

<sup>3</sup> Meal Card amount will be credited at the start of each month and for the first month (For New Hires) prorated amount will be processed as part of payroll. If not collected, it will be processed as a taxable amount with the salary.

<sup>4</sup> Annual Floating Medical Insurance Coverage for self and **6 dependents** is being paid by the Employer on your behalf. The premium amount is subject to change every year post renewal of insurance policy. In case you opt for an enhancement of the coverage limit, the additional premium will be adjusted accordingly from the special allowance.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

You may also be eligible to either a One-time Stipend or a temporary lodging basis joining the registered office location, you will receive a survey from Deloitte prior to your joining.

You may select the best option for availing the relocation assistance. If an employee who has availed this reimbursement decides to quit within 18 months from the date of relocation claim for whatever reason, the relocation reimbursement paid to the employee will be recovered in full, from the employee's full and final settlement.

By joining the Company, you will become a member under the 'Deloitte USI Employees Welfare Trust' and may be required to make a nominal contribution as a member.

Original bills towards the above components should be submitted during the Income Tax fiscal period evidencing the expenditure to get Income Tax exemption, failing which the same will attract applicable Income Tax.

Submission of false, tampered or altered bills as proof of expense for any of the above components will result in disciplinary action including termination of employment.

**Your compensation above is subject to income tax deduction per rules and guidelines prescribed under the prevailing tax laws. This may change from time to time in line with the amendments done in tax laws.**



## Annexure B

### **Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement ("Employment Agreement")**

In consideration of my employment by **Deloitte Tax Services India Private Limited**, an Employer incorporated under the provisions of the Companies Act, 1956 and having its registered office **Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District, CIRCLE 3, Hyderabad - 500032, Telangana, India** (the "Employer") as **Tax Consultant I** - and other valuable consideration, I acknowledge and agree that:

#### **PRELIMINARY MATTERS**

**1. Defined Terms.** The italicized terms in this agreement (the "Employment Agreement") are defined in **Exhibit A** hereto.

**2. Pre-existing Agreements or Arrangements.** I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Agreements or Arrangements*. The Employer expects me to abide by all restrictions or obligations that are contained in such Pre-existing Agreements or Arrangements and to avoid involvement, while employed by the Employer, in any matter that could pose a conflict as a result of confidential information or intellectual property obtained by me prior to my *Employment*. I further represent that none of these restrictions or obligations, including those set forth in any non-compete agreements with prior employers, is inconsistent with my acceptance of the Employer's offer of *Employment* or my becoming, and serving as, **Tax Consultant I** of the Employer. To the extent applicable and if I am joining the Employer after having served as an employee or official of the United States Government, I further represent that: (1) I have disclosed my prior participation, if any, in any discussions or negotiations with, or decisions to award contracts to, the Deloitte U.S. Firms while I was employed by the United States Government; and (2) I had either recused myself or had not played an active role in the applicable United States Government agency's decision to award any contracts to the Deloitte U.S. Firms while I was employed by the United States Government.

#### **PROTECTION OF OUR BUSINESS**

**3. Reporting of Proceedings.** Except as provided by law and except as I have disclosed in writing on **Exhibit C** to this Agreement, I represent and warrant that I have no *Proceedings* to report. Should I become a subject of any *Proceedings* during my association with the Employer, I agree to immediately report, in writing, all relevant facts to the Chief Talent Officer of Deloitte LLP, the Regional Talent Director of the Employer, and the Chief Ethics and Compliance Officer of Deloitte LLP. I understand that my responses are subject to audit and review by the Employer and others in accordance with applicable professional, ethical, legal, or Employer requirements, rules, regulations, policies, or practices, or other requests.

**4. Confidentiality.** I acknowledge that, by virtue of my *Employment*, I will acquire and be exposed to, have access to, make use of and/or create *Confidential Information*. Therefore, I agree to hold in trust and confidence all such *Confidential Information*. I will neither disclose any such *Confidential Information* to anyone outside a *Deloitte Entity* without the prior written approval of an *Authorized Signatory*, except as required by my authorized duties for the Employer, nor use any such *Confidential Information* for any purpose other than for the benefit of a *Deloitte Entity*.

**5. Third Party Information and Property.** I agree that during my *Employment*, I shall not use or disclose any confidential information or intellectual property of any former employer or other person or entity without the prior written authorization of such employer, person or entity and the prior written consent of an *Authorized Signatory*. If I were to use or disclose any such Confidential Information or Intellectual Property without prior consent, and any of the *Deloitte Entities* become the subject of any claim from a third party regarding such unauthorized use or disclosure, I agree to hold harmless and indemnify the *Deloitte Entities* for any legal defense costs and/or damages related to any such claim.

**6. Authorization.** Only employees of the Employer holding a senior or managerial position with the Employer will be authorized by a specific authorization, delegation, or power of attorney to sign legal documents, representing the Employer. Similarly, only such authorized employees of the Employer may speak about the Employer, the business and plans, various client-related projects etc.

**7. Competing Activities and Conflict of Interest.** During the period of my *Employment* I will not, directly or indirectly, participate in or in any way render services or assistance to any business that is or may be competitive with a *Deloitte Entity*, whether or not for compensation, or engage in any conduct which might result in, or create the appearance of using my position for private gain or other than for the benefit of a *Deloitte Entity*, or otherwise create a conflict, or the appearance of a conflict, of interest with a *Deloitte Entity*. Such conduct shall include, but not be limited to, having an undisclosed financial interest in any vendor or supplier of a *Deloitte Entity*, accepting payments of any kind or gifts other than of a nominal value from vendors, clients or suppliers, or having an undisclosed relationship with a family member or other individual who is employed or

associated with any entity in active or potential competition with a *Deloitte Entity*, and which creates a conflict of interest. I represent and warrant that I am not currently aware of any present or past violation of this provision.

**8. Authorization to Access Systems and Electronic Communications and use of Deloitte Property.** I understand that while employed with a *Deloitte Entity*, I will use and have access to the Systems. I also acknowledge that a *Deloitte Entity* has the right at any time to access, retrieve, delete, monitor, examine, use and/or disclose my Electronic Communications and information from (or about) me and the content, without notice to me, and that such *Electronic Communications* are considered part of a *Deloitte Entity's* business and client records and are not to be considered private or personal to me or any other *Personnel*. I further acknowledge that this right extends to *Electronic Communications* transmitted for either a business or personal purpose.

I agree that I am authorized to access the *Systems* only for approved business purposes and occasional personal use if such use does not interfere with my work responsibilities and other required business activities, business operations, or *Systems* performance. However, I also acknowledge that such occasional personal use does not create an expectation of privacy as to any of my personal *Electronic Communications* and, as such, are *Deloitte Property*.

I further acknowledge that I am not authorized to use the *Systems* for personal gain or any illegal or unethical use. I agree that under no circumstances am I authorized to access any of the *Systems* for the purpose of obtaining *Deloitte Property* for a competitor of a *Deloitte Entity*, transmitting *Deloitte Property* to me (e.g., emailing *Confidential Information* to my personal email address) or to a third party for purposes other than furthering the business objectives of a *Deloitte Entity*. I am not authorized to download a *Deloitte Entity's Confidential Information* or other *Deloitte Property* to removable media such as a CD Rom, disk or thumb drive other than as authorized for furthering the business objectives of a *Deloitte Entity*.

I will be responsible for the safe keeping and return in good condition and order of all the *Deloitte Property* that may be in my use, custody, care or charge. For the loss of any *Deloitte Property* in my possession or custody or for which I have been assigned responsibility, the Employer will have a right to assess on its own basis and recover from me, the damages in respect of such materials (out of the amounts due to me or otherwise) and to take such other legal action as it deems appropriate including termination of my employment without notice or payment in lieu thereof in the event of my failure to account for such material or property to its satisfaction.

**9. Security.** I am provided with a worktable and lockable storage space. I will ensure they are locked when unattended and understand that a duplicate key will only be provided if I sign for it. I am required to display my identity card to the appropriate security personnel on demand and at all times within the office premises.

**10. Ownership of Works.**

a. I agree that the Employer owns all rights, title and interest in and to all *Works*.

b. I agree that all *Works* are deemed works made for hire under India copyright or applicable laws or equivalent laws of any applicable foreign jurisdiction, and all *Intellectual Property Rights* therein vest automatically in the Employer upon creation of the *Works*. I agree that, to the extent any *Work* is held not to be a work made for hire, I hereby irrevocably assign all *Intellectual Property Rights* in the *Work* to the Employer. Notwithstanding anything contained in Section 19(4) of the Indian Copyright Act, 1957, I agree that such assignment shall continue to be in force for perpetuity irrespective of whether or not the Employer exercises its rights as the assignee for any period of time.

c. I will at all times, even after termination of my *Employment*, do whatever the Employer reasonably requests of me, at the Employer's expense, to document the assignment of any *Works* to the Employer or to assist the Employer in pursuing, renewing, extending or assigning any *Intellectual Property Rights*, and otherwise perfecting, protecting and enforcing said *Intellectual Property Rights* in, any *Works*. I agree that, as between me and the Employer, the Employer shall be the sole author, inventor, and owner of all such *Works* and *Intellectual Property Rights* therein throughout the world, and that the Employer shall have the sole right to seek copyright registrations, patents or trademark registrations, including all extensions and renewals thereof. I also hereby agree that I waive all moral rights in any *Works*.

I also agree to assign all my right, title and interest in and to any particular *Works* to a third party as directed by the Employer.

In the event the Employer is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraphs, I hereby irrevocably designate and appoint the Employer and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and in my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraphs with the same legal force and effect as if executed by me. I hereby waive any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any *Works* assigned hereunder to the Employer.

d. During a 12 month period after termination of my *Employment*, I agree that any *Intellectual Property* I create or conceive that results from and is related to any work assigned to or performed by me for the Employer, or that was created using *Deloitte Property*, is a *Work* that is subject to Paragraph 10 (b) above. For purposes of clarification, the foregoing provision is in addition to, and not in limitation of, any rights and remedies the Employer may have under the applicable laws protecting *Intellectual*

*Property of the Deloitte Entities.*

e. I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Employer) of all *Works* developed by me during the period of my employment with the Employer, which records shall be available to and remain the sole property of the Employer at all times.

**11. Pre-existing Creations; Personal Creations.** My obligations in Paragraph 10 do not apply to *Pre-existing Creations* and *Personal Creations*. I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Creations*. I acknowledge and agree that I will not assert any ownership rights against the *Deloitte Entities*, or their respective clients, with respect to any *Pre-existing Creations* unless they appear on **Exhibit B**, and **Exhibit B** has been accepted and agreed to by an *Authorized Signatory* who has signed at the bottom of such **Exhibit B**. I further agree that I shall not use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment* without the prior written consent of an *Authorized Signatory*. To the extent that I use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment*, I agree that, except as otherwise provided in a written agreement executed by me and the Employer, I hereby grant to the Employer an irrevocable, royalty free, perpetual, fully paid up, transferable, sub-licensable license to use, reproduce, distribute, display, perform, modify and create derivative works of and otherwise exploit such *Pre-existing Creations* or *Personal Creations* for any purpose including, but not limited to, client engagements.

**12. Post- Employment Restrictions re: Clients.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or serving of certain clients related to my work for a *Deloitte Entity* would necessarily involve the unauthorized use or disclosure of *Confidential Information*, and the proprietary relationships and goodwill of the *Deloitte Entities*, and, in the case of my serving of certain clients, could compromise the full compliance of the Employer or another *Deloitte Entity* with the applicable laws, rules and regulations of a U.S. or India regulatory body or other independence-related requirement of a regulatory body. Accordingly, during the period of my *Employment* and for a period of one year thereafter, I will not, directly or indirectly, solicit or provide services to any existing client of a *Deloitte Entity* with which I had personal contact and provided services during the two-year period prior to termination of my *Employment*.

**13. Exceptions to Post- Employment Restrictions re: Clients.** I understand that the obligations of Paragraph 12 will not apply for a period of three (3) years after my start date or the date of my promotion or transfer to clients of a *Deloitte Entity* and/or certain specified kinds of services rendered to such clients that meet all of the following criteria: (a) are personal clients of mine who came to a *Deloitte Entity* solely to avail themselves of certain specified kinds of services rendered by me and only as a result of my own independent recruitment efforts, which a *Deloitte Entity* neither subsidized nor otherwise financially supported as part of a program of client development, (b) are listed on **Exhibit D** expressly by name with respect to client and with sufficient specificity with respect to the kinds of service(s) that I will be permitted to render, and (c) are accepted and agreed to as to their listing on **Exhibit D** by an *Authorized Signatory* who has signed at the bottom of such Exhibit. I agree that after a period of three (3) years from my start date or the date of my promotion or transfer the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on **Exhibit D** to support the application of the obligations of Paragraph 12 to those clients.

**14. Future Employment with Clients.** Except as otherwise provided herein, I understand that I am not prohibited from accepting employment with a client (or an affiliate of such client) of a *Deloitte Entity*. Before entering into substantive discussions with an *Attest Client* regarding any employment opportunity, I acknowledge and agree that during my *Employment* and for five years thereafter I must first notify *Independence* and obtain prior written approval from *Independence*. I acknowledge and understand that it is the intent of the Employer to interpret and apply this provision (a) in an effort to ensure the full compliance of the *Deloitte Entities* with applicable U.S. and India laws, rules, and regulations; (b) to serve the public interest; and (c) to protect the legitimate interests of the *Deloitte Entities* or their respective *Attest Clients* under applicable U.S. or India laws, rules and regulations in a manner that is no greater than is reasonably necessary to protect such interests and without being unduly harsh and oppressive to me and my interests in future employment with an *Attest Client*. Further, I acknowledge and agree that because of, among other things, the importance of the *Deloitte Entities* remaining in compliance with applicable independence rules, such approval may be withheld by *Independence* in the event that my employment with an *Attest Client* would, in the view of Deloitte LLP, be inconsistent with applicable laws, rules and regulations or jeopardize the independence of a *Deloitte Entity* with respect to such *Attest Client*.

**15. Restrictions re: Personnel and Contractors.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or hiring or of any of its *Personnel* or contractors of the *Deloitte Entities*, or my participation in their hiring, admission or retention, would necessarily involve the unauthorized use or disclosure of *Confidential Information* or the proprietary relationships and goodwill of the *Deloitte Entities*. Accordingly, during my *Employment* and for one year thereafter, I will not, directly or indirectly, (a) solicit or attempt to solicit, or participate in the solicitation of or any attempt to solicit any *Personnel* to leave a *Deloitte Entity*, or to join any firm or business with which I may be or become affiliated; (b) participate in the hiring or admission of any *Personnel*; or (c) cause a contractor of a *Deloitte Entity* to cease providing services to, with, or on behalf of the *Deloitte Entity*.

**16. Post- Employment Restrictions re: Deloitte Property.** Upon termination of my *Employment*: (a) I will not use or disclose *Deloitte Property*, including, but not limited to, *Confidential Information* and *Works*, for any purpose; (b) I will not retain or take with me any *Deloitte Property*; (c) I will immediately deliver to a *Deloitte Entity* at any location that it designates, at my expense, within one business day after the termination of my *Employment* or on an alternate date designated by a *Deloitte*



*Entity*, any *Deloitte Property* that I may then or thereafter hold or control; and (d) I agree to allow a *Deloitte Entity* to inspect any of my personal or home computers, including smart phones, tablet computers, or any device, media or location capable of storing electronic data, to determine whether any *Deloitte Property* resides on such computers and to permit a *Deloitte Entity* to remove such *Deloitte Property*.

## **OTHER POST- EMPLOYMENT OBLIGATIONS**

**17. Transition of Work and Cooperation.** Upon termination of my *Employment* for any reason, I will cooperate with a *Deloitte Entity* in all matters relating to the completion of pending work and its orderly transfer. I will also cooperate fully with a *Deloitte Entity* in connection with any threat of or actual legal proceeding against a *Deloitte Entity* or any client, customer or licensor of a *Deloitte Entity* arising out of any matter with or of which I had contact or knowledge during my *Employment*.

**18. Notification of Post- Employment Obligations.** I agree that prior to accepting employment or affiliation with another firm or business I will advise such firm or business of my duties and obligations under this Employment Agreement. After my *Employment* ends, I agree that a *Deloitte Entity* shall be permitted to advise any firm or business with which I have accepted an offer of employment or affiliation concerning my duties and obligations under this Employment Agreement.

**19. Certification.** I agree that during or after my *Employment* I will, if requested, provide written certification in such form as the Employer may require that I have complied with my obligations hereunder, including, without limitation, those obligations set forth in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15 and 16 of this Agreement.

## **OUR ENFORCEMENT RIGHTS AND REMEDIES IN THE EVENT OF A BREACH**

**20. Equitable Relief and Attorney's Fees.** I acknowledge and agree that a breach of this Employment Agreement, including, but not limited to, a breach of my duties and obligations under the terms and conditions of Paragraphs 4, 5, 7, 8, 9, 10, 12, 14, 15 or 16 would cause irreparable harm to the *Deloitte Entities* and that, in addition to other remedies, the Employer on behalf of itself or another *Deloitte Entity* is entitled to a temporary restraining order, an injunction or other equitable relief to prevent any such breach. I also acknowledge that, to the extent permitted by law, a *Deloitte Entity* will be entitled to the payment of the *Deloitte Entities'* reasonable costs and attorney's fees incurred in enforcing this Employment Agreement. I also acknowledge that, to the extent permitted by law, the Employer may request that a court extend the one year period following the termination of my *Employment*, as provided in Paragraphs 12 and 15, to correspond with the period that I participated in activities prohibited by Paragraphs 12 and 15.

**21. Liquidated Damages: Client Fees.** I agree that in the event of a breach under Paragraph 12, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

**22. Liquidated Damages: Compensation.** I agree that the precise amount of damages flowing from a breach under Paragraph 15 would be impracticable or extremely difficult to ascertain in an actual amount. Therefore, I agree that in the event of a breach under Paragraph 15, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by or owed to any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

**23. Right of Inspection.** I agree to permit the Employer (or to use my best efforts to enable the Employer) to inspect my books and records (and the books and records of any entity which employs or is associated or affiliated with me), upon request and at reasonable times, to enable the Employer to confirm the calculations described above and to verify compliance with Paragraphs 12 and 15. The Employer shall keep confidential any proprietary information obtained, except as may be necessary or desirable to enable the Employer to enforce its rights under this Employment Agreement and except as may be required by any statute, court or administrative order to decree or government ruling or regulation.

**MISCELLANEOUS**

**24. Governing Law; Choice of Forum.** This Employment Agreement is deemed to have been executed in the Employer's office in **Hyderabad, Telangana, India** and will be construed and governed in accordance with the laws of the Republic of India without regard to its conflicts-of-law principles. You agree to submit to jurisdiction before any court of record in which the Employer's office to which you were assigned is located, or in which a breach of this Employment Agreement may occur, at the election of the Employer, and you waive any right to raise questions of personal jurisdiction or venue in any action the Employer may bring against you in any such court. You further agree to accept service of process/summons/legal notice from the Employer when that process/summons/legal notice is either sent to your last known address by certified mail or served by any other means permitted under the law of the jurisdiction in which the Employer may bring an action against you.

**25. Modifications.** My obligations hereunder may not be changed or modified, released, discharged, abandoned or terminated, in whole or in part, except by an instrument in writing signed by an *Authorized Signatory*.

**26. Severability.** Every provision of this Employment Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such term or provision will be enforced to the maximum extent permitted by law and, in any event, such illegality or invalidity shall not affect the validity of the remainder of the Employment Agreement.

**27. Blue-Penciling.** If any court determines that any provision of this Employment Agreement, or any part hereof, or the application of any such provision, or any part hereof, to any person or circumstance is unenforceable or void, such court shall have the power to modify such provision, or any part hereof, to the extent necessary to render it legal and enforceable while preserving its intent, or if such modification is not possible, by substituting therefore another provision that is legal and enforceable and that achieves the same objective.

**28. Waiver.** None of my obligations under this Employment Agreement shall be deemed to have been waived by the Employer except if the giving of such waiver is contained in a written notice given to me and no such waiver shall be deemed to be a waiver of any other or further obligation I have under this Employment Agreement.

**29. Entire Agreement.** This Employment Agreement, the Employer's employment application, the Terms and Conditions of Service issued pursuant to the offer of employment and any documentation employing me or transferring me to the Employer, contain the entire understanding between me and the Employer or any other *Deloitte Entity* with respect to the subject matter hereof and supersedes all prior representations, warranties, and agreements with respect to such subject matter, and no representations, warranties or other covenants exist with respect to such subject matter that are not contained or expressly referred to herein. Notwithstanding the foregoing, any written agreement between a *Deloitte Entity* and me with respect to the subject matter hereof that was signed by me prior to the effective date of this Employment Agreement shall remain valid and enforceable according to the terms of such agreement with respect to all acts and omissions occurring prior to the effective date of this Employment Agreement. In the event of a conflict between this Employment Agreement and the employment application or any other document purporting to set forth terms and conditions of my *Employment*, this Employment Agreement will control.

**30. Transfer and Assignment.** Unless as the Employer shall otherwise determine, the rights, obligations and benefits of the Employer under this Employment Agreement, including but not limited to those rights and benefits relating to my post-Employment obligations set forth in this Paragraph 30 and in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19 and 23 above, are transferred and assigned, in whole or in part (as the Employer shall determine) and without the need for my consent or the formality of documentation or prescribed processes, to (a) any *Deloitte Entity* in connection with my transfer to that *Deloitte Entity* or (b) any entity that acquires all or a part of the assets or business of the Employer. All provisions of this Employment Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, representatives, successors, and assigns of the Employer and me, and any *Deloitte Entity* to which I may be transferred during my *Employment*, provided, however, none of my duties or obligations under this Employment Agreement may be assigned or transferred by me to any other person or entity without the Employer's prior written approval of such assignment or transfer. Any purported assignments in violation of this Paragraph 30 shall be null and void.

**31. Headings.** The headings contained in this Employment Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Employment Agreement.

I have read the foregoing, understand it, and agree to comply with its terms.

**For Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
 6718FF75DA89400...

Pooja Madhani

**Talent**

**Authorized Signatory**

Effective as of , I accept all the terms and conditions of the Employer as stipulated in this Employment Agreement.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

**EXHIBIT A**

The definitions below apply to the italicized terms that appear in the Employment Agreement (including the exhibits):

**Attest Client** – attest client (or an affiliate of such client) of Deloitte & Touche LLP or a *Deloitte Entity*.

**Authorized Signatory** – a director, officer or other person who is authorized to sign on behalf of a *Deloitte Entity*.

**Confidential Information** – any information not generally known to the public, in any *Form*, that (1) relates to the operation of a *Deloitte Entity* or provides the *Deloitte Entities* with a competitive advantage, (2) consists of Personally Identifiable Information (*PII*) or other personal information about *Personnel*, client and other third party personnel, independent contractors, subcontractors, agents, vendors, suppliers or others which the Employer or another *Deloitte Entity* receives in the course of business, and (3) all other information entrusted to the Employer or another *Deloitte Entity* by clients and other third parties. *Confidential Information* includes, but is not limited to, *Intellectual Property*, supplier information, designs, business or marketing plans, forecasts and financial information, tax returns, tax identification numbers, agreements, client or prospective client lists, specific information about clients or prospective clients such as preferences for specific products and services, client or prospective client needs based on financial history and past purchases of services, client or prospective client development plans, specific rates charged to a client or offered to a prospective client and other business or client records. *Confidential Information* also includes, but is not limited to, debit or credit card information, employment applications, organization charts, performance ratings and other personnel records.

**Deloitte Entity** – the Employer, Deloitte LLP, and any corporation, company, partnership, limited liability company or other entity (a) that (i) is owned, directly or indirectly, in whole or in part, by Deloitte LLP (the “Deloitte U.S. Firms”), including but not limited to Deloitte LLP subsidiaries in India, the Deloitte Touche Tohmatsu verein, Deloitte Global Services Limited, Deloitte Global Services Holdings Limited, Deloitte Touche Tohmatsu Limited (“DTTL”) or any member firm of DTTL or affiliate thereof (collectively, the “DTTL Member Firms”) or (ii) controls, is controlled by or is under common control with any of the entities listed in clause (i); or (b) in which any *Personnel* participated on its behalf, or carried out any duties with respect to its affairs. For purposes of this Employment Agreement, the term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract, or otherwise.

**Deloitte Property** – *Confidential Information*, *Systems*, equipment, debit and credit cards issued in connection with my *Employment*, furniture, facilities and any and all other materials owned, licensed or leased by a *Deloitte Entity*, including, without limitation, computerized or electronic information and all copies thereof in any form or media, created by, furnished to, obtained by or prepared by me in the course of my employment in any capacity.

**Deloitte India (Offices of the US)** - The following companies shall be deemed to be the affiliates of each other and are collectively referred to as Deloitte India (Offices of the US): (i) Deloitte Consulting India Private Limited (ii) Deloitte Tax Services India Private Limited (iii) Deloitte Support Services India Private Limited (iv) Deloitte Financial Advisory Services India Private Limited and (v) Deloitte & Touche Assurance & Enterprise Risk Services India Private Limited.

**Electronic Communications** – all text, audio, video, images, information, data, files and attachments created, displayed, sent, received, posted, accessed or stored, whether deleted or not, by means of the *Systems*.

**Employment** – the nature of my relationship with the Employer or a *Deloitte Entity* pursuant to this Employment Agreement. Alternatively, and depending on context, *Employment* is the period of time during which this relationship persists.

**Form** - paper, computer disc, USB drive, website; any other tangible or electronic medium by which information may be stored or accessed; and human memory.

**Independence** – National Office (Independence) of Deloitte LLP.

**Intellectual Property** - works of authorship (including, without limitation, books, articles, data compilations, software and other copyrightable materials), materials, patents, inventions, designs, techniques, methodologies, processes, discoveries, know-how, ideas, trade secrets, moral rights, trademarks and other indicia of origin together with the goodwill therein, and all patent applications, copyright and trademark applications and registrations, and extensions and renewals thereof, throughout the world.

**Intellectual Property Rights** – all rights, title and interest in Intellectual Property.

**PCAOB** – the United States Public Company Accounting Oversight Board.

**Personal Creations** – *Intellectual Property* that meet all of the following criteria: (1) it is conceived, developed, and created by me on my own time without using *Deloitte Property* or *Personnel* (during work hours), facilities, *Confidential Information* or *Works* of a *Deloitte Entity*, (2) it is unrelated to the actual or reasonably anticipated business or research and development of a

*Deloitte Entity*, and (3) it does not result from any work performed by me and the *Personnel* (during work hours) for a *Deloitte Entity*.

**Personnel** – partners, principals, members, officers and employees of a *Deloitte Entity*.

**PII** – information (excluding business contact information such as an individual's name and one or more of the following: organization name, organizational title, organizational role, business address, business telephone number (including business cell phone number and business email address) relating to an identified or identifiable natural person. An identifiable natural person is a natural person who can be identified, directly or indirectly, by reference to an identification number or factors specific to his or her physical, physiological, mental, economic, cultural or social identity. Set forth below is a non-exclusive list of information that constitutes PII when such information relates to an identified or identifiable natural person:

- Account number (bank account, credit card, etc.)
- Address
- Biometric identifier
- Certificate or license number
- Date of birth
- Government identifiers (such as PAN)
- Name\*
- Personnel Number
- Photograph or video identifiable to an individual
- Vehicle identifier or serial number
- Other information related to an individual that may directly or indirectly identify that individual (e.g., salary, performance rating, purchase history, call history, etc.)

\* Note: When an individual's name is used with PII that is not business contact information, it is included in the definition of PII.

**Pre-existing Agreements or Arrangements** – agreements or arrangements that (1) relate to any *Pre-existing Creations*; or (2) may affect my ability to comply with the requirements of this Employment Agreement, including all contractual and other restrictions or obligations with other parties, including any post-employment restrictions and required notifications to the extent applicable under 18 United States Code §207, CFR 3.104-4, and India laws, rules and regulations that may or will impose limitations on my professional activities during my *Employment* (such as any non-compete agreements with prior employers and the one-year ban on lobbying contacts).

**Pre-existing Creations** – any *Intellectual Property* and *Intellectual Property Rights* that were developed or created by me, alone or with others, or otherwise acquired by me, before the period of my employment in any capacity with the Employer, in which I claim any ownership or right.

**Proceedings** – past or pending (1) actual or threatened claims or complaints of, or arising out of service to, present or former clients, (2) regulatory, self-regulatory, disciplinary, administrative, civil or criminal investigations, inquiries, charges, complaints, actions, sanctions, alternative dispute resolution proceedings, other proceedings or matters (other than criminal proceedings which relate solely to the operation of a motor vehicle) of any kind or nature, in India or any other jurisdiction, against me, including criminal proceedings arising out of my provision of professional services, proceedings brought by a professional association, or proceedings involving the Securities and Exchange Board of India, United States Securities and Exchange Commission or the PCAOB, other professional bodies like the Institute of Chartered Accountants of India or (3) matters of any kind or nature which could adversely affect my association with the Employer or my ability to perform my duties or responsibilities to the Employer, whether set forth in this Employment Agreement or otherwise, or my registration with or licensure by any governmental, quasi-governmental, or other regulatory agency, body or entity, in or outside the United States or India.

**Systems** – the communications systems or any part of such systems that a *Deloitte Entity* owns, licenses or operates and approves for use, including, but not limited to, e-mail, text messaging, Lotus Notes, Deloitte Online (eRoom), instant messaging, local area network, wide area network, Intranet (e.g., DeloitteNet, D Street), Internet, extranet, collaborative tools (e.g., blogs, wikis, etc.), laptop and desktop computers, servers, air cards, Personal Digital Assistants, cell phones, telephones and voicemail.

**Works** – all *Intellectual Property*, in any *Form*, created by me, alone or with others, during the period of my *Employment* that (1) is created within the scope of my *Employment*; (2) relates in any manner to the actual or anticipated business, research, or development of a *Deloitte Entity*; (3) results from any work assigned to or performed by me, alone or with others, for the Employer; or (4) is created with the use of *Deloitte Property*.

**EXHIBIT B****Pre-existing Creations; Pre-existing Agreements or Arrangements**

I understand and agree that the Employer makes no attempt to verify my claim of ownership to any of the *Pre-existing Creations* listed, and makes no admission that any *Pre-existing Creations* listed are owned by me.

[If yes, please enter details below]

Yes, I do have *Pre-existing Creations, Pre-existing Agreements or Arrangements*

No, I do not have *Pre-existing Creations, Pre-existing Agreements or Arrangements*

<b><u>Title</u></b>	<b><u>Date</u></b>	<b><u>Brief Description</u></b>
---------------------	--------------------	---------------------------------

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Print)

ACCEPTED AND AGREED TO:

**Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
6718FF75DA89400...

Pooja Madnani

**Talent**

Its: *Authorized Signatory*

\_\_\_\_\_  
Date

An *Authorized Signatory's* signature is required only if *Pre-existing Creations* or *Pre-existing Agreements* or *Arrangements* are listed pursuant to Paragraphs 2 and 11 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment made in light of Paragraph 2 that *Pre-existing Creations*, if any, are described and explained in sufficient detail so that the likelihood of confusion between the employee's *Pre-existing Creations* and the *Intellectual Property* of a *Deloitte Entity* can be avoided or minimized in the future and further indicates that the *Pre-existing Agreements* or *Arrangements* have been obtained and reviewed and that the *Authorized Signatory* is satisfied that such *Pre-existing Agreements* or *Arrangements* will not interfere with the employee's ability to comply with the requirements of this Employment Agreement.

**EXHIBIT C**

**Proceedings**

[none, unless otherwise specified]

Yes, I do have *Proceedings* to report

No, I do not have *Proceedings* to report

My signature below certifies that to the best of my knowledge, the information I have provided above, pursuant to Paragraph 3, is complete and accurate.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

**EXHIBIT D**

**Exceptions to Post-Employment Restrictions: re: Clients**

[none, unless otherwise specified]

As specified in Paragraph 13, I agree that after a period of three (3) years from my start date or the date of my employment, as the case may be, the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on Exhibit D to support the application of the obligations of Paragraph 12 to those clients.

Yes, I do have  
Post-Employment Restrictions  
re: Clients

No, I do not have  
Post-Employment Restrictions  
re: Clients

<u>Name of Client</u>	<u>Specified Kind of Services(s) Permitted</u>
-----------------------	------------------------------------------------

ACCEPTED AND AGREED TO:

**Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
6718FF75DA89400...

Pooja Madnani

**Talent**

Its:     Authorized Signatory	_____
	Date

I have read and understood the above policy terms.

_____	_____	_____
Signature	Name	Date

A n *Authorized Signatory's* signature is required only if information is provided pursuant to Paragraph 13 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment that criteria in Paragraph 13 have been fully satisfied, the clients listed have been properly identified, and the kinds of services permitted have been described with sufficient specificity.



## Terms and Conditions of Service

In continuation to our offer of employment with **Deloitte Tax Services India Private Limited** (the "Employer"), please note the terms and conditions of service.

The italicized terms in these Terms and Conditions of Service are defined in **Exhibit A** of the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement hereto.

### Terms of Service

#### 1. COMPLIANCE WITH INDEPENDENCE, ETHICS AND OTHER REQUIREMENTS

Deloitte & Touche LLP performs attest services for certain of its clients and is subject to the independence requirements of, among others, the United States Securities and Exchange Commission (SEC), the United States Public Company Accounting Oversight Board (PCAOB), and the American Institute of Certified Public Accountants (AICPA). These requirements mandate that certain of the Employer's employees and their relatives be independent of some or all of such attest clients and their affiliates in accordance with the policies of Deloitte LLP and its subsidiaries (the "Deloitte US Entities").

Upon joining the Employer, you will be asked to review a listing of the attest clients and the affiliates of such clients of certain of the Deloitte US Entities and disclose relationships or financial holdings that you or your relatives may have that could affect the independence of the Deloitte US Entities. Any relationships or holdings that conflict with, among other things, the requirements of the SEC, the PCAOB or the AICPA or the independence or ethics policies of the Deloitte US Entities will need to be resolved immediately. Further, you will be required to comply with these policies throughout your career with the Employer, including, when applicable, maintaining a current list of certain of your financial interests (but not their value) in the independence tracking system.

As a condition to your joining the Employer and continued employment, you are required to complete a representation regarding your understanding of, and compliance with, independence and other matters, on a periodical basis (as requested beginning on or prior to the date of you joining the Employer, annually thereafter, and upon certain changes in your role in the Employer), the details of which are provided in the independence representation. An example copy of this representation form is available for your reference on [www.deloittenet.com](http://www.deloittenet.com). The representation should be made to the best of your knowledge and ability. It is your responsibility to consult on any matter should you be uncertain or have a question. You are also requested to refer to [www.deloittenet.com](http://www.deloittenet.com) and *Independence* for more information in this respect. The representations made by you will be subject to an audit and may be reviewed by Deloitte LLP representatives and shared with certain third parties. If you are selected for such an audit, you will need to submit certain personal financial records to Deloitte LLP's internal audit team. Please be assured that Deloitte LLP fully intends to keep all information obtained through the audit process confidential and secure. You hereby give your consent to Deloitte LLP to use the information provided by you for such purposes as provided in the policies regarding independence and ethics.

In the event you (i) do not cooperate or comply with the independence requirements, or (ii) do not complete the necessary representations, or (iii) make inaccurate representation(s); you may be subject to disciplinary action including and up to termination of employment with the Employer.

Please feel free to contact or consult *Independence* should you require any further information or if you have any specific concerns in this respect.

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#### 2. NON DISCLOSURE, NON SOLICIT AND INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AGREEMENT ("Employment Agreement")

You will be expected to sign the Employer's Employment Agreement. Please contact Talent for further details.

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#### 3. HARRASSMENT POLICY

**Administrative Policy Release ("APR") 213** is the Employer's policy prohibiting harassment. Deloitte LLP's subsidiaries located in India ("Deloitte India (Offices of the US)") are committed to providing a working environment that is free from harassment based on caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis, in accordance with applicable Indian central, state or local law. Expressly forbidden are unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Depending on the circumstances, such harassment may also include conduct such as stereotyped or demeaning remarks or gestures or the display or circulation, whether in writing or electronically, of materials or pictures offensive to persons because of their caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis in accordance with applicable Indian central, state or local law. The full policy will be accessible to you on DeloitteNet after joining Deloitte U.S. India.

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#### 4. WORKING HOURS, HOLIDAYS, LEAVES AND MATERNITY BENEFITS

You will be provided with your standard working hours, which may vary over the course of your career. The Employer may, from time to time, subject to applicable laws, require the employee to work beyond these hours.

You shall be entitled to paid holidays and leave as per the Employer's policies.

Women employees are eligible for maternity benefits as per the recent amendments (2017) in the maternity benefit act, 1961, including having 26 weeks of maternity leave with pay, as applicable.

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#### 5. RETIREMENT AGE

The age of retirement for employees of Deloitte India (Offices of the US) is 60 years. Your employment will therefore automatically terminate at the end of the month in which you attain 60 years.

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#### 6. TRANSFERS

You may be transferred, assigned, or asked to attend training at the offices of a Deloitte Entity or its clients or third parties in India or abroad with or without additional compensation. In such an event, you will also be governed by the terms and conditions of service applicable to the transfer, assignment, or training.

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#### 7. NOTICE PERIOD FOR TERMINATION OF SERVICES

The notice period for termination of your services is **60 Days** by either side and/or salary in lieu of notice period on part of the Employer only.

The Employer expects all employees to maintain the highest standards of professional conduct at all times.

In order to assure orderly operations and provide the best possible work environment, the Employer expects you to follow rules of conduct that will protect the interests and safety of all personnel, including but not limited to the Code of Ethics and Professional Conduct.

In the event of any breach of the Code of Ethics and Professional Conduct, non-performance of a contractual obligation or the terms and conditions laid down in this Annexure, or if you engage in any misconduct whether or not in connection with or affecting the business or affairs of the Employer or the work conduct, as specified by Employer, you will be subject to disciplinary action up to and including termination of your services/ employment with the Employer without any notice or payment in lieu of notice notwithstanding any other terms and conditions stipulated herein.

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#### 8. MISCONDUCT

Misconduct may include but is not limited to:

- Irregular attendance: repeated or excessive absence, tardiness or early departures/ late comings without approval.
- Unreported or unapproved absence (including overstay of leave) for more than five consecutive days or deviation from assigned and accepted schedule for more than five days.
- Falsification or manipulation in background verification process or employment records, employment information, or other records prior to or after joining the Employer.
- Falsification or manipulation of Deloitte Time & Expense (DTE).
- Knowingly providing false statements, either verbally or in written form.
- Neglect of normal duties and functions.
- Practices such as reading personal materials during working time, having obscene or inappropriate posters or screen savers at your work station, playing games at your work station, etc.
- Continued discharge of work functions that do not meet the standards reasonably expected.
- Breach of the confidentiality provision in the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement including disclosing to any unauthorized person any *Confidential Information* or *PII*.
- Willful insubordination or disobedience, whether or not in combination with another, of any lawful and reasonable instructions of any member of management or any authorised person.
- Engaging in unapproved outside employment and activities as defined in APR 218 (US & IND)

([https://deloitte.net.deloitte.com/About/Policies/Admin/Pages/218\\_OutsideEmploymentActivities\\_US.aspx](https://deloitte.net.deloitte.com/About/Policies/Admin/Pages/218_OutsideEmploymentActivities_US.aspx)).

- Installing, downloading, copying or duplicating any unauthorized or unlicensed software, programs, games, or attachments on any computer system of the Employer or of any *Deloitte Entity* or its clients.
- Engaging in any illegal activities.
- Workplace violence, including threats of physical violence.
- Corporate credit card delinquencies.
- Causing damage to the property of the Employer, any *Deloitte Entity*, its clients, or their respective personnel
- Going on or abetting a strike in contravention of any law.
- Theft of any property belonging to another, the Employer or any *Deloitte Entity*, or their respective personnel, clients, or visitors
- Possession of firearms, explosives, knives or any instruments that can be used as an injurious or deadly weapon in the workplace or at any *Deloitte Entity* sponsored event.
- Corruption, fraud, or misappropriation of funds.
- Failure to comply with the policies, guidelines, rules and regulations of the Employer or a *Deloitte Entity* as applicable.
- Excessive personal use of the Employer's telephone, fax or computer systems.
- Failure to adhere to applicable laws.
- Any act prejudicial to or in conflict with the interests of the Employer or a *Deloitte Entity*.

The above terms and conditions are based on, and should be read in conjunction with, the Employer's policies, guidelines, procedures and other rules currently applicable, including but not limited to Administrative Policy Releases (APRs) and Deloitte India (Offices of the US)'s other policies, guidelines, rules, and regulations. The above rules are subject to amendments from time to time and the amended rules, policies, procedures, and guidelines would be posted on the Employer's Intranet site i.e. <https://deloitte.net.deloitte.com/Pages/Home.aspx> for employee reference. The policies will be updated from time to time in the future and we deem to have your consent to any and all such changes. Furthermore, upon acceptance of employment with the Employer, you may be requested to read and acknowledge acceptance of various policies and guidelines of the Employer. It is expected that you will read and acknowledge all such communications.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name



### Training Agreement

On behalf of **Deloitte Tax Services India Private Limited**, please accept our congratulations on your recent offer of employment to join the Company as **Tax Consultant I** pursuant to the terms and conditions of your offer letter dated **August 26, 2024**. You made a very favorable impression with everyone you met and we are excited about the possibility of you joining the Company.

As you may be aware, as a condition of employment with the Company, you may be required to travel Overseas to attend a series of training sessions for a period of up to 90 days. This training will be a combination of classroom procedural training as well as on-site training to observe employees conducting similar work at various client locations. This training represents the confidence we have in your ability to be a valuable member of the practice of the Company.

As per Company policy, we kindly bring to your attention that all employees attending training overseas are required to sign a Training Agreement which will obligate the employee to repay a calculated amount of the costs associated with the training, only if the employee resigns his/her position or are terminated for cause within a specified period after completion of the training (usually between 6 to 18 months). This repayment obligation disappears after the specified period of time has lapsed. We all look forward to seeing you again soon and having you join our team of outstanding professionals.

Sincerely,

For **Deloitte Tax Services India Private Limited**

DocuSigned by:

*Pooja Madhani*

6718FF75DA89400...

By:

Signature

**Authorized Signatory**



**Deloitte Tax Services India Private Limited**  
**Deloitte Tower Survey No. 41 Gachibowli Village, Ranga**  
**Reddy District, CIRCLE 3, Hyderabad - 500032, Telangana,**  
**India**

**Tel: +91 040 67621000**  
**www.deloitte.com**

**Subject: Offer of Employment**

**Dear ANSHUL SINGH:**

On behalf of **Deloitte Tax Services India Private Limited** (the "Employer" or "Company"), I am pleased to confirm our offer of employment to you as **Tax Consultant I** based in **Hyderabad**.

We extend this offer, and the opportunity it represents, with great confidence in your abilities. You have made a very favorable impression with everyone you met and we are excited with the prospect of you joining our organization on **JUNE 26, 2022**.

Your immediate manager will communicate details of your role and work responsibilities in the initial weeks of your joining the Employer. During your employment, the Company may require you to work on any project that you are assigned to, on any technical platforms/skills and nature of the project, in differentiated work timing, at designated work space and location as may be decided by the company.

As part of your annual compensation, you will receive a Total Salary of **Rs 382500** and, will be eligible for a performance linked variable bonus. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount could vary depending upon the business and individual performance each fiscal year and, in some situations, could exceed the payout range indicated. Any amounts paid will be subject to statutory and other deductions as per Employer policies and practices. The details of your compensation breakdown are provided in the attached Annexure A.

As an incentive to join the Company, you are eligible to receive a joining bonus of **Rs./₹ 100,000/-** subject to your reporting for full-time employment on **JUNE 26, 2022**. This amount will attract applicable taxes and will be processed as part of your first month's payroll. You will have an obligation to repay the entire amount of your joining bonus if you resign your position or are terminated for cause by the Company within **12 months** of your start date.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

Your employment with us will be governed by the Terms and Conditions as detailed in **Annexure B**, as well as any and all rules, regulations, guidelines, policies and practices of the Employer, which may be amended from time to time. Deloitte LLP and its U.S.-based subsidiaries (the "Deloitte U.S. Firms") requires their employees to make the necessary representations regarding independence and other matters. Because the Employer is an Indian subsidiary of Deloitte LLP, we must also comply with these independence requirements. Accordingly, this offer is conditional upon you agreeing to make such representations under the Employer's Independence Representations requirements, as further explained in **Annexure B**.

Your compensation details are confidential, and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization. We would like you to join the Employer on, or an alternative mutually agreed upon date.

This offer letter, together with the Annexures described herein, and the Non-Disclosure, Non Solicit and Intellectual Property Rights Assignment Agreement, the Information Security Policy (which you are required to sign upon joining), constitute the entire agreement between the parties with respect to the subject matter of this offer, and supersedes all other previous or contemporaneous oral or written representations, understandings or agreements relating to the subject matter of this offer between you and the Employer or its affiliates.

In compliance with applicable laws, Deloitte India (Offices of the US) provides its professionals with home pick-up and drop transport services within **pre-defined** boundary if their shift timings are between 8:30 p.m. - 6:00 a.m. in Hyderabad, 9:00 p.m. - 6:00 a.m. in Mumbai, Pune; 7:00 p.m. - 6:00 a.m. in Gurugram, 8:00 p.m. - 6:00 a.m. in Bengaluru, Chennai, and Kolkata.


This letter and **Deloitte Tax Services India Private Limited** employment application are intended to be final. To accept the offer and the terms of this letter, please sign below in the space provided within three business days.

everyone you have interviewed with joins me in extending to you congratulations and warm regards. We look forward to you joining our team.

Sincerely,

**For Deloitte Tax Services India Private Limited**

Best regards,

By:  6718FF75DA89400...  
Signature

**Authorized Signatory**

**Acceptance**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Annexure A****Tax Consultant I -**

<b>Description</b>	<b>Monthly</b> (Rs. per month)	<b>Annual</b> (Rs. per Annum)
Basic Pay	<b>17,500</b>	<b>210,000</b>
House Rent Allowance (HRA)	<b>8,750</b>	<b>105,000</b>
Special Allowance <sup>1a &amp; 1b</sup>	<b>11,867</b>	<b>142,404</b>
Leave Travel Allowance <sup>2</sup>	<b>1,750</b>	<b>21,000</b>
Differential Allowance	<b>5,833</b>	<b>69,996</b>
Meal Card <sup>3</sup>	<b>2,200</b>	<b>26,400</b>
Employer's contribution to PF	<b>2,100</b>	<b>25,200</b>
<b>Total Salary (in Rs.)</b>	<b>50,000</b>	<b>600,000</b>
Variable Bonus*	You are eligible for a performance linked variable bonus. It will be paid out at the end of the fiscal year, as applicable and on the basis of your individual performance and performance of the business	
Medical Insurance Premium <sup>4</sup>	<b>3,014</b>	<b>36,167</b>

\*The Variable Bonus will vary, primarily based on your individual performance and the performance of the business, during the Employer's fiscal year which is June through May. Your performance will be formally assessed as a part of the Employer Performance Review Cycle Process. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount will vary depending upon the business and individual performance and in some circumstances, could exceed the payout range indicated. The performance of all the employees who have joined the Employer prior to March 1st will be assessed for the fiscal year ending in May. The disbursement of a Variable Bonus, if applicable, is subject to you being active on the rolls of the Employer, during the Annual Incentive Program payout cycle for the fiscal year. For employees joining during the period March 1st to May 30th, a prorated Variable Bonus, if applicable, will be based on the first year-end review ratings in the subsequent year and paid during the Annual Incentive Program payout cycle of that year. The Variable Bonus will not be paid in the event of termination of employment for any reason on or before the disbursement time. The application and interpretation of, and any determinations related to, the Variable Bonus is at the sole discretion of Employer. Employer may amend or terminate the Variable Bonus at any time. All compensation and benefits are based on employee's position with the Employer in India.

Contd/-....

Annexure A

<sup>1</sup>All employees may claim tax exemption, subject to tax rules from time to time, from their Special Allowance component, expenses incurred towards communication and Driver / Fuel & Maintenance Expenses as per eligibility mentioned below:

**Employee Level -  
Tax Consultant I**

<sup>1a</sup>Communication Expenses

<sup>1b</sup>Fuel Expenses

Only one Post paid mobile, one Land Phone  
and One internet connection bill(s) can be  
claimed.

Petrol / Driver / Insurance / Repairs &  
Maintenance

**Rs./₹ 3,000/-** per month

**Rs./₹ 7,500/-** per month

<sup>1a</sup> The internet/telephone/mobile bills should be in the Employee's name.

<sup>1b</sup> For claiming vehicle running expenses (Driver / Fuel / Repairs & Maintenance expenses) the vehicle has to be in the name of the Employee and the current tax rules are as under. The above limits will be applicable for all those who are on company car lease program and the below limits will apply for all those who are on self-owned car. In case of company leased car, taxability would be as per the current perquisite valuation rules.

Nature of Expenses	Own Vehicle –Maximum Tax exemption limit per month		
	4 Wheelers (Engine Capacity)		
	<= 1600 cc	> 1600 cc	Two Wheelers
Fuel & Maintenance	Rs. 1,800	Rs. 2,400	Rs. 900
Driver's Salary	Rs. 900	Rs. 900	Not applicable

All employees at and above **Senior Staff** are eligible for the company car lease program. If you choose to avail of this benefit, the amount towards lease rental will be paid by the firm on your behalf to the leasing company and your compensation structure will be adjusted accordingly. A revised letter with the new compensation structure will be issued that will supersede this letter for all practical purposes.

<sup>2</sup> The Leave Travel Allowance (LTA) will be paid on a monthly basis as an allowance with tax deducted at source. If you choose to avail the tax benefit on LTA, you should submit proof of expenses incurred by you for Self and / your immediate dependents. The taxability or otherwise of LTA will be as per the Income Tax Act 1961, details of which will form part of the LTA Form.

<sup>3</sup> Meal Card amount will be credited at the start of each month and for the first month (For New Hires) prorated amount will be processed as part of payroll. If not collected, it will be processed as a taxable amount with the salary.

<sup>4</sup> Annual Floating Medical Insurance Coverage for self and **6 dependents** is being paid by the Employer on your behalf. The premium amount is subject to change every year post renewal of insurance policy. In case you opt for an enhancement of the coverage limit, the additional premium will be adjusted accordingly from the special allowance.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

You may also be eligible to either a One-time Stipend or a temporary lodging basis joining the registered office location, you will receive a survey from Deloitte prior to your joining.

You may select the best option for availing the relocation assistance. If an employee who has availed this reimbursement decides to quit within 18 months from the date of relocation claim for whatever reason, the relocation reimbursement paid to the employee will be recovered in full, from the employee's full and final settlement.

By joining the Company, you will become a member under the 'Deloitte USI Employees Welfare Trust' and may be required to make a nominal contribution as a member.

Original bills towards the above components should be submitted during the Income Tax fiscal period evidencing the expenditure to get Income Tax exemption, failing which the same will attract applicable Income Tax.

Submission of false, tampered or altered bills as proof of expense for any of the above components will result in disciplinary action including termination of employment.

**Your compensation above is subject to income tax deduction per rules and guidelines prescribed under the prevailing tax laws. This may change from time to time in line with the amendments done in tax laws.**





## Annexure B

### **Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement ("Employment Agreement")**

In consideration of my employment by **Deloitte Tax Services India Private Limited**, an Employer incorporated under the provisions of the Companies Act, 1956 and having its registered office **Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District, CIRCLE 3, Hyderabad - 500032, Telangana, India** (the "Employer") as **Tax Consultant I** - and other valuable consideration, I acknowledge and agree that:

#### **PRELIMINARY MATTERS**

**1. Defined Terms.** The italicized terms in this agreement (the "Employment Agreement") are defined in **Exhibit A** hereto.

**2. Pre-existing Agreements or Arrangements.** I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Agreements or Arrangements*. The Employer expects me to abide by all restrictions or obligations that are contained in such Pre-existing Agreements or Arrangements and to avoid involvement, while employed by the Employer, in any matter that could pose a conflict as a result of confidential information or intellectual property obtained by me prior to my *Employment*. I further represent that none of these restrictions or obligations, including those set forth in any non-compete agreements with prior employers, is inconsistent with my acceptance of the Employer's offer of *Employment* or my becoming, and serving as, **Tax Consultant I** of the Employer. To the extent applicable and if I am joining the Employer after having served as an employee or official of the United States Government, I further represent that: (1) I have disclosed my prior participation, if any, in any discussions or negotiations with, or decisions to award contracts to, the Deloitte U.S. Firms while I was employed by the United States Government; and (2) I had either recused myself or had not played an active role in the applicable United States Government agency's decision to award any contracts to the Deloitte U.S. Firms while I was employed by the United States Government.

#### **PROTECTION OF OUR BUSINESS**

**3. Reporting of Proceedings.** Except as provided by law and except as I have disclosed in writing on **Exhibit C** to this Agreement, I represent and warrant that I have no *Proceedings* to report. Should I become a subject of any *Proceedings* during my association with the Employer, I agree to immediately report, in writing, all relevant facts to the Chief Talent Officer of Deloitte LLP, the Regional Talent Director of the Employer, and the Chief Ethics and Compliance Officer of Deloitte LLP. I understand that my responses are subject to audit and review by the Employer and others in accordance with applicable professional, ethical, legal, or Employer requirements, rules, regulations, policies, or practices, or other requests.

**4. Confidentiality.** I acknowledge that, by virtue of my *Employment*, I will acquire and be exposed to, have access to, make use of and/or create *Confidential Information*. Therefore, I agree to hold in trust and confidence all such *Confidential Information*. I will neither disclose any such *Confidential Information* to anyone outside a *Deloitte Entity* without the prior written approval of an *Authorized Signatory*, except as required by my authorized duties for the Employer, nor use any such *Confidential Information* for any purpose other than for the benefit of a *Deloitte Entity*.

**5. Third Party Information and Property.** I agree that during my *Employment*, I shall not use or disclose any confidential information or intellectual property of any former employer or other person or entity without the prior written authorization of such employer, person or entity and the prior written consent of an *Authorized Signatory*. If I were to use or disclose any such Confidential Information or Intellectual Property without prior consent, and any of the *Deloitte Entities* become the subject of any claim from a third party regarding such unauthorized use or disclosure, I agree to hold harmless and indemnify the *Deloitte Entities* for any legal defense costs and/or damages related to any such claim.

**6. Authorization.** Only employees of the Employer holding a senior or managerial position with the Employer will be authorized by a specific authorization, delegation, or power of attorney to sign legal documents, representing the Employer. Similarly, only such authorized employees of the Employer may speak about the Employer, the business and plans, various client-related projects etc.

**7. Competing Activities and Conflict of Interest.** During the period of my *Employment* I will not, directly or indirectly, participate in or in any way render services or assistance to any business that is or may be competitive with a *Deloitte Entity*, whether or not for compensation, or engage in any conduct which might result in, or create the appearance of using my position for private gain or other than for the benefit of a *Deloitte Entity*, or otherwise create a conflict, or the appearance of a conflict, of interest with a *Deloitte Entity*. Such conduct shall include, but not be limited to, having an undisclosed financial interest in any vendor or supplier of a *Deloitte Entity*, accepting payments of any kind or gifts other than of a nominal value from vendors, clients or suppliers, or having an undisclosed relationship with a family member or other individual who is employed or

associated with any entity in active or potential competition with a *Deloitte Entity*, and which creates a conflict of interest. I represent and warrant that I am not currently aware of any present or past violation of this provision.

**8. Authorization to Access Systems and Electronic Communications and use of Deloitte Property.** I understand that while employed with a *Deloitte Entity*, I will use and have access to the Systems. I also acknowledge that a *Deloitte Entity* has the right at any time to access, retrieve, delete, monitor, examine, use and/or disclose my Electronic Communications and information from (or about) me and the content, without notice to me, and that such *Electronic Communications* are considered part of a *Deloitte Entity's* business and client records and are not to be considered private or personal to me or any other *Personnel*. I further acknowledge that this right extends to *Electronic Communications* transmitted for either a business or personal purpose.

I agree that I am authorized to access the *Systems* only for approved business purposes and occasional personal use if such use does not interfere with my work responsibilities and other required business activities, business operations, or *Systems* performance. However, I also acknowledge that such occasional personal use does not create an expectation of privacy as to any of my personal *Electronic Communications* and, as such, are *Deloitte Property*.

I further acknowledge that I am not authorized to use the *Systems* for personal gain or any illegal or unethical use. I agree that under no circumstances am I authorized to access any of the *Systems* for the purpose of obtaining *Deloitte Property* for a competitor of a *Deloitte Entity*, transmitting *Deloitte Property* to me (e.g., emailing *Confidential Information* to my personal email address) or to a third party for purposes other than furthering the business objectives of a *Deloitte Entity*. I am not authorized to download a *Deloitte Entity's Confidential Information* or other *Deloitte Property* to removable media such as a CD Rom, disk or thumb drive other than as authorized for furthering the business objectives of a *Deloitte Entity*.

I will be responsible for the safe keeping and return in good condition and order of all the *Deloitte Property* that may be in my use, custody, care or charge. For the loss of any *Deloitte Property* in my possession or custody or for which I have been assigned responsibility, the Employer will have a right to assess on its own basis and recover from me, the damages in respect of such materials (out of the amounts due to me or otherwise) and to take such other legal action as it deems appropriate including termination of my employment without notice or payment in lieu thereof in the event of my failure to account for such material or property to its satisfaction.

**9. Security.** I am provided with a worktable and lockable storage space. I will ensure they are locked when unattended and understand that a duplicate key will only be provided if I sign for it. I am required to display my identity card to the appropriate security personnel on demand and at all times within the office premises.

**10. Ownership of Works.**

a. I agree that the Employer owns all rights, title and interest in and to all *Works*.

b. I agree that all *Works* are deemed works made for hire under India copyright or applicable laws or equivalent laws of any applicable foreign jurisdiction, and all *Intellectual Property Rights* therein vest automatically in the Employer upon creation of the *Works*. I agree that, to the extent any *Work* is held not to be a work made for hire, I hereby irrevocably assign all *Intellectual Property Rights* in the *Work* to the Employer. Notwithstanding anything contained in Section 19(4) of the Indian Copyright Act, 1957, I agree that such assignment shall continue to be in force for perpetuity irrespective of whether or not the Employer exercises its rights as the assignee for any period of time.

c. I will at all times, even after termination of my *Employment*, do whatever the Employer reasonably requests of me, at the Employer's expense, to document the assignment of any *Works* to the Employer or to assist the Employer in pursuing, renewing, extending or assigning any *Intellectual Property Rights*, and otherwise perfecting, protecting and enforcing said *Intellectual Property Rights* in, any *Works*. I agree that, as between me and the Employer, the Employer shall be the sole author, inventor, and owner of all such *Works* and *Intellectual Property Rights* therein throughout the world, and that the Employer shall have the sole right to seek copyright registrations, patents or trademark registrations, including all extensions and renewals thereof. I also hereby agree that I waive all moral rights in any *Works*.

I also agree to assign all my right, title and interest in and to any particular *Works* to a third party as directed by the Employer.

In the event the Employer is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraphs, I hereby irrevocably designate and appoint the Employer and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and in my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraphs with the same legal force and effect as if executed by me. I hereby waive any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any *Works* assigned hereunder to the Employer.

d. During a 12 month period after termination of my *Employment*, I agree that any *Intellectual Property* I create or conceive that results from and is related to any work assigned to or performed by me for the Employer, or that was created using *Deloitte Property*, is a *Work* that is subject to Paragraph 10 (b) above. For purposes of clarification, the foregoing provision is in addition to, and not in limitation of, any rights and remedies the Employer may have under the applicable laws protecting *Intellectual*

*Property of the Deloitte Entities.*

e. I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Employer) of all *Works* developed by me during the period of my employment with the Employer, which records shall be available to and remain the sole property of the Employer at all times.

**11. Pre-existing Creations; Personal Creations.** My obligations in Paragraph 10 do not apply to *Pre-existing Creations* and *Personal Creations*. I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Creations*. I acknowledge and agree that I will not assert any ownership rights against the *Deloitte Entities*, or their respective clients, with respect to any *Pre-existing Creations* unless they appear on **Exhibit B**, and **Exhibit B** has been accepted and agreed to by an *Authorized Signatory* who has signed at the bottom of such **Exhibit B**. I further agree that I shall not use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment* without the prior written consent of an *Authorized Signatory*. To the extent that I use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment*, I agree that, except as otherwise provided in a written agreement executed by me and the Employer, I hereby grant to the Employer an irrevocable, royalty free, perpetual, fully paid up, transferable, sub-licensable license to use, reproduce, distribute, display, perform, modify and create derivative works of and otherwise exploit such *Pre-existing Creations* or *Personal Creations* for any purpose including, but not limited to, client engagements.

**12. Post- Employment Restrictions re: Clients.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or serving of certain clients related to my work for a *Deloitte Entity* would necessarily involve the unauthorized use or disclosure of *Confidential Information*, and the proprietary relationships and goodwill of the *Deloitte Entities*, and, in the case of my serving of certain clients, could compromise the full compliance of the Employer or another *Deloitte Entity* with the applicable laws, rules and regulations of a U.S. or India regulatory body or other independence-related requirement of a regulatory body. Accordingly, during the period of my *Employment* and for a period of one year thereafter, I will not, directly or indirectly, solicit or provide services to any existing client of a *Deloitte Entity* with which I had personal contact and provided services during the two-year period prior to termination of my *Employment*.

**13. Exceptions to Post- Employment Restrictions re: Clients.** I understand that the obligations of Paragraph 12 will not apply for a period of three (3) years after my start date or the date of my promotion or transfer to clients of a *Deloitte Entity* and/or certain specified kinds of services rendered to such clients that meet all of the following criteria: (a) are personal clients of mine who came to a *Deloitte Entity* solely to avail themselves of certain specified kinds of services rendered by me and only as a result of my own independent recruitment efforts, which a *Deloitte Entity* neither subsidized nor otherwise financially supported as part of a program of client development, (b) are listed on **Exhibit D** expressly by name with respect to client and with sufficient specificity with respect to the kinds of service(s) that I will be permitted to render, and (c) are accepted and agreed to as to their listing on **Exhibit D** by an *Authorized Signatory* who has signed at the bottom of such Exhibit. I agree that after a period of three (3) years from my start date or the date of my promotion or transfer the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on **Exhibit D** to support the application of the obligations of Paragraph 12 to those clients.

**14. Future Employment with Clients.** Except as otherwise provided herein, I understand that I am not prohibited from accepting employment with a client (or an affiliate of such client) of a *Deloitte Entity*. Before entering into substantive discussions with an *Attest Client* regarding any employment opportunity, I acknowledge and agree that during my *Employment* and for five years thereafter I must first notify *Independence* and obtain prior written approval from *Independence*. I acknowledge and understand that it is the intent of the Employer to interpret and apply this provision (a) in an effort to ensure the full compliance of the *Deloitte Entities* with applicable U.S. and India laws, rules, and regulations; (b) to serve the public interest; and (c) to protect the legitimate interests of the *Deloitte Entities* or their respective *Attest Clients* under applicable U.S. or India laws, rules and regulations in a manner that is no greater than is reasonably necessary to protect such interests and without being unduly harsh and oppressive to me and my interests in future employment with an *Attest Client*. Further, I acknowledge and agree that because of, among other things, the importance of the *Deloitte Entities* remaining in compliance with applicable independence rules, such approval may be withheld by *Independence* in the event that my employment with an *Attest Client* would, in the view of Deloitte LLP, be inconsistent with applicable laws, rules and regulations or jeopardize the independence of a *Deloitte Entity* with respect to such *Attest Client*.

**15. Restrictions re: Personnel and Contractors.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or hiring or of any of its *Personnel* or contractors of the *Deloitte Entities*, or my participation in their hiring, admission or retention, would necessarily involve the unauthorized use or disclosure of *Confidential Information* or the proprietary relationships and goodwill of the *Deloitte Entities*. Accordingly, during my *Employment* and for one year thereafter, I will not, directly or indirectly, (a) solicit or attempt to solicit, or participate in the solicitation of or any attempt to solicit any *Personnel* to leave a *Deloitte Entity*, or to join any firm or business with which I may be or become affiliated; (b) participate in the hiring or admission of any *Personnel*; or (c) cause a contractor of a *Deloitte Entity* to cease providing services to, with, or on behalf of the *Deloitte Entity*.

**16. Post- Employment Restrictions re: Deloitte Property.** Upon termination of my *Employment*: (a) I will not use or disclose *Deloitte Property*, including, but not limited to, *Confidential Information* and *Works*, for any purpose; (b) I will not retain or take with me any *Deloitte Property*; (c) I will immediately deliver to a *Deloitte Entity* at any location that it designates, at my expense, within one business day after the termination of my *Employment* or on an alternate date designated by a *Deloitte*

*Entity*, any *Deloitte Property* that I may then or thereafter hold or control; and (d) I agree to allow a *Deloitte Entity* to inspect any of my personal or home computers, including smart phones, tablet computers, or any device, media or location capable of storing electronic data, to determine whether any *Deloitte Property* resides on such computers and to permit a *Deloitte Entity* to remove such *Deloitte Property*.

## **OTHER POST- EMPLOYMENT OBLIGATIONS**

**17. Transition of Work and Cooperation.** Upon termination of my *Employment* for any reason, I will cooperate with a *Deloitte Entity* in all matters relating to the completion of pending work and its orderly transfer. I will also cooperate fully with a *Deloitte Entity* in connection with any threat of or actual legal proceeding against a *Deloitte Entity* or any client, customer or licensor of a *Deloitte Entity* arising out of any matter with or of which I had contact or knowledge during my *Employment*.

**18. Notification of Post- Employment Obligations.** I agree that prior to accepting employment or affiliation with another firm or business I will advise such firm or business of my duties and obligations under this Employment Agreement. After my *Employment* ends, I agree that a *Deloitte Entity* shall be permitted to advise any firm or business with which I have accepted an offer of employment or affiliation concerning my duties and obligations under this Employment Agreement.

**19. Certification.** I agree that during or after my *Employment* I will, if requested, provide written certification in such form as the Employer may require that I have complied with my obligations hereunder, including, without limitation, those obligations set forth in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15 and 16 of this Agreement.

## **OUR ENFORCEMENT RIGHTS AND REMEDIES IN THE EVENT OF A BREACH**

**20. Equitable Relief and Attorney's Fees.** I acknowledge and agree that a breach of this Employment Agreement, including, but not limited to, a breach of my duties and obligations under the terms and conditions of Paragraphs 4, 5, 7, 8, 9, 10, 12, 14, 15 or 16 would cause irreparable harm to the *Deloitte Entities* and that, in addition to other remedies, the Employer on behalf of itself or another *Deloitte Entity* is entitled to a temporary restraining order, an injunction or other equitable relief to prevent any such breach. I also acknowledge that, to the extent permitted by law, a *Deloitte Entity* will be entitled to the payment of the *Deloitte Entities'* reasonable costs and attorney's fees incurred in enforcing this Employment Agreement. I also acknowledge that, to the extent permitted by law, the Employer may request that a court extend the one year period following the termination of my *Employment*, as provided in Paragraphs 12 and 15, to correspond with the period that I participated in activities prohibited by Paragraphs 12 and 15.

**21. Liquidated Damages: Client Fees.** I agree that in the event of a breach under Paragraph 12, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

**22. Liquidated Damages: Compensation.** I agree that the precise amount of damages flowing from a breach under Paragraph 15 would be impracticable or extremely difficult to ascertain in an actual amount. Therefore, I agree that in the event of a breach under Paragraph 15, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by or owed to any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

**23. Right of Inspection.** I agree to permit the Employer (or to use my best efforts to enable the Employer) to inspect my books and records (and the books and records of any entity which employs or is associated or affiliated with me), upon request and at reasonable times, to enable the Employer to confirm the calculations described above and to verify compliance with Paragraphs 12 and 15. The Employer shall keep confidential any proprietary information obtained, except as may be necessary or desirable to enable the Employer to enforce its rights under this Employment Agreement and except as may be required by any statute, court or administrative order to decree or government ruling or regulation.

**MISCELLANEOUS**

**24. Governing Law; Choice of Forum.** This Employment Agreement is deemed to have been executed in the Employer's office in **Hyderabad, Telangana, India** and will be construed and governed in accordance with the laws of the Republic of India without regard to its conflicts-of-law principles. You agree to submit to jurisdiction before any court of record in which the Employer's office to which you were assigned is located, or in which a breach of this Employment Agreement may occur, at the election of the Employer, and you waive any right to raise questions of personal jurisdiction or venue in any action the Employer may bring against you in any such court. You further agree to accept service of process/summons/legal notice from the Employer when that process/summons/legal notice is either sent to your last known address by certified mail or served by any other means permitted under the law of the jurisdiction in which the Employer may bring an action against you.

**25. Modifications.** My obligations hereunder may not be changed or modified, released, discharged, abandoned or terminated, in whole or in part, except by an instrument in writing signed by an *Authorized Signatory*.

**26. Severability.** Every provision of this Employment Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such term or provision will be enforced to the maximum extent permitted by law and, in any event, such illegality or invalidity shall not affect the validity of the remainder of the Employment Agreement.

**27. Blue-Penciling.** If any court determines that any provision of this Employment Agreement, or any part hereof, or the application of any such provision, or any part hereof, to any person or circumstance is unenforceable or void, such court shall have the power to modify such provision, or any part hereof, to the extent necessary to render it legal and enforceable while preserving its intent, or if such modification is not possible, by substituting therefore another provision that is legal and enforceable and that achieves the same objective.

**28. Waiver.** None of my obligations under this Employment Agreement shall be deemed to have been waived by the Employer except if the giving of such waiver is contained in a written notice given to me and no such waiver shall be deemed to be a waiver of any other or further obligation I have under this Employment Agreement.


**29. Entire Agreement.** This Employment Agreement, the Employer's employment application, the Terms and Conditions of Service issued pursuant to the offer of employment and any documentation employing me or transferring me to the Employer, contain the entire understanding between me and the Employer or any other *Deloitte Entity* with respect to the subject matter hereof and supersedes all prior representations, warranties, and agreements with respect to such subject matter, and no representations, warranties or other covenants exist with respect to such subject matter that are not contained or expressly referred to herein. Notwithstanding the foregoing, any written agreement between a *Deloitte Entity* and me with respect to the subject matter hereof that was signed by me prior to the effective date of this Employment Agreement shall remain valid and enforceable according to the terms of such agreement with respect to all acts and omissions occurring prior to the effective date of this Employment Agreement. In the event of a conflict between this Employment Agreement and the employment application or any other document purporting to set forth terms and conditions of my *Employment*, this Employment Agreement will control.

**30. Transfer and Assignment.** Unless as the Employer shall otherwise determine, the rights, obligations and benefits of the Employer under this Employment Agreement, including but not limited to those rights and benefits relating to my post-Employment obligations set forth in this Paragraph 30 and in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19 and 23 above, are transferred and assigned, in whole or in part (as the Employer shall determine) and without the need for my consent or the formality of documentation or prescribed processes, to (a) any *Deloitte Entity* in connection with my transfer to that *Deloitte Entity* or (b) any entity that acquires all or a part of the assets or business of the Employer. All provisions of this Employment Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, representatives, successors, and assigns of the Employer and me, and any *Deloitte Entity* to which I may be transferred during my *Employment*, provided, however, none of my duties or obligations under this Employment Agreement may be assigned or transferred by me to any other person or entity without the Employer's prior written approval of such assignment or transfer. Any purported assignments in violation of this Paragraph 30 shall be null and void.

**31. Headings.** The headings contained in this Employment Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Employment Agreement.

I have read the foregoing, understand it, and agree to comply with its terms.

**For Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
 6718FF75DA89400...

Pooja Madhani

**Talent**

**Authorized Signatory**

Effective as of , I accept all the terms and conditions of the Employer as stipulated in this Employment Agreement.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

**EXHIBIT A**

The definitions below apply to the italicized terms that appear in the Employment Agreement (including the exhibits):

**Attest Client** – attest client (or an affiliate of such client) of Deloitte & Touche LLP or a *Deloitte Entity*.

**Authorized Signatory** – a director, officer or other person who is authorized to sign on behalf of a *Deloitte Entity*.

**Confidential Information** – any information not generally known to the public, in any *Form*, that (1) relates to the operation of a *Deloitte Entity* or provides the *Deloitte Entities* with a competitive advantage, (2) consists of Personally Identifiable Information (*PII*) or other personal information about *Personnel*, client and other third party personnel, independent contractors, subcontractors, agents, vendors, suppliers or others which the Employer or another *Deloitte Entity* receives in the course of business, and (3) all other information entrusted to the Employer or another *Deloitte Entity* by clients and other third parties. *Confidential Information* includes, but is not limited to, *Intellectual Property*, supplier information, designs, business or marketing plans, forecasts and financial information, tax returns, tax identification numbers, agreements, client or prospective client lists, specific information about clients or prospective clients such as preferences for specific products and services, client or prospective client needs based on financial history and past purchases of services, client or prospective client development plans, specific rates charged to a client or offered to a prospective client and other business or client records. *Confidential Information* also includes, but is not limited to, debit or credit card information, employment applications, organization charts, performance ratings and other personnel records.

**Deloitte Entity** – the Employer, Deloitte LLP, and any corporation, company, partnership, limited liability company or other entity (a) that (i) is owned, directly or indirectly, in whole or in part, by Deloitte LLP (the “Deloitte U.S. Firms”), including but not limited to Deloitte LLP subsidiaries in India, the Deloitte Touche Tohmatsu verein, Deloitte Global Services Limited, Deloitte Global Services Holdings Limited, Deloitte Touche Tohmatsu Limited (“DTTL”) or any member firm of DTTL or affiliate thereof (collectively, the “DTTL Member Firms”) or (ii) controls, is controlled by or is under common control with any of the entities listed in clause (i); or (b) in which any *Personnel* participated on its behalf, or carried out any duties with respect to its affairs. For purposes of this Employment Agreement, the term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract, or otherwise.

**Deloitte Property** – *Confidential Information*, *Systems*, equipment, debit and credit cards issued in connection with my *Employment*, furniture, facilities and any and all other materials owned, licensed or leased by a *Deloitte Entity*, including, without limitation, computerized or electronic information and all copies thereof in any form or media, created by, furnished to, obtained by or prepared by me in the course of my employment in any capacity.

**Deloitte India (Offices of the US)** - The following companies shall be deemed to be the affiliates of each other and are collectively referred to as Deloitte India (Offices of the US): (i) Deloitte Consulting India Private Limited (ii) Deloitte Tax Services India Private Limited (iii) Deloitte Support Services India Private Limited (iv) Deloitte Financial Advisory Services India Private Limited and (v) Deloitte & Touche Assurance & Enterprise Risk Services India Private Limited.

**Electronic Communications** – all text, audio, video, images, information, data, files and attachments created, displayed, sent, received, posted, accessed or stored, whether deleted or not, by means of the *Systems*.

**Employment** – the nature of my relationship with the Employer or a *Deloitte Entity* pursuant to this Employment Agreement. Alternatively, and depending on context, *Employment* is the period of time during which this relationship persists.

**Form** - paper, computer disc, USB drive, website; any other tangible or electronic medium by which information may be stored or accessed; and human memory.

**Independence** – National Office (Independence) of Deloitte LLP.

**Intellectual Property** - works of authorship (including, without limitation, books, articles, data compilations, software and other copyrightable materials), materials, patents, inventions, designs, techniques, methodologies, processes, discoveries, know-how, ideas, trade secrets, moral rights, trademarks and other indicia of origin together with the goodwill therein, and all patent applications, copyright and trademark applications and registrations, and extensions and renewals thereof, throughout the world.

**Intellectual Property Rights** – all rights, title and interest in Intellectual Property.

**PCAOB** – the United States Public Company Accounting Oversight Board.

**Personal Creations** – *Intellectual Property* that meet all of the following criteria: (1) it is conceived, developed, and created by me on my own time without using *Deloitte Property* or *Personnel* (during work hours), facilities, *Confidential Information* or *Works* of a *Deloitte Entity*, (2) it is unrelated to the actual or reasonably anticipated business or research and development of a

*Deloitte Entity*, and (3) it does not result from any work performed by me and the *Personnel* (during work hours) for a *Deloitte Entity*.

**Personnel** – partners, principals, members, officers and employees of a *Deloitte Entity*.

**PII** – information (excluding business contact information such as an individual's name and one or more of the following: organization name, organizational title, organizational role, business address, business telephone number (including business cell phone number and business email address) relating to an identified or identifiable natural person. An identifiable natural person is a natural person who can be identified, directly or indirectly, by reference to an identification number or factors specific to his or her physical, physiological, mental, economic, cultural or social identity. Set forth below is a non-exclusive list of information that constitutes PII when such information relates to an identified or identifiable natural person:

- Account number (bank account, credit card, etc.)
- Address
- Biometric identifier
- Certificate or license number
- Date of birth
- Government identifiers (such as PAN)
- Name\*
- Personnel Number
- Photograph or video identifiable to an individual
- Vehicle identifier or serial number
- Other information related to an individual that may directly or indirectly identify that individual (e.g., salary, performance rating, purchase history, call history, etc.)

\* Note: When an individual's name is used with PII that is not business contact information, it is included in the definition of PII.

**Pre-existing Agreements or Arrangements** – agreements or arrangements that (1) relate to any *Pre-existing Creations*; or (2) may affect my ability to comply with the requirements of this Employment Agreement, including all contractual and other restrictions or obligations with other parties, including any post-employment restrictions and required notifications to the extent applicable under 18 United States Code §207, CFR 3.104-4, and India laws, rules and regulations that may or will impose limitations on my professional activities during my *Employment* (such as any non-compete agreements with prior employers and the one-year ban on lobbying contacts).

**Pre-existing Creations** – any *Intellectual Property* and *Intellectual Property Rights* that were developed or created by me, alone or with others, or otherwise acquired by me, before the period of my employment in any capacity with the Employer, in which I claim any ownership or right.

**Proceedings** – past or pending (1) actual or threatened claims or complaints of, or arising out of service to, present or former clients, (2) regulatory, self-regulatory, disciplinary, administrative, civil or criminal investigations, inquiries, charges, complaints, actions, sanctions, alternative dispute resolution proceedings, other proceedings or matters (other than criminal proceedings which relate solely to the operation of a motor vehicle) of any kind or nature, in India or any other jurisdiction, against me, including criminal proceedings arising out of my provision of professional services, proceedings brought by a professional association, or proceedings involving the Securities and Exchange Board of India, United States Securities and Exchange Commission or the PCAOB, other professional bodies like the Institute of Chartered Accountants of India or (3) matters of any kind or nature which could adversely affect my association with the Employer or my ability to perform my duties or responsibilities to the Employer, whether set forth in this Employment Agreement or otherwise, or my registration with or licensure by any governmental, quasi-governmental, or other regulatory agency, body or entity, in or outside the United States or India.

**Systems** – the communications systems or any part of such systems that a *Deloitte Entity* owns, licenses or operates and approves for use, including, but not limited to, e-mail, text messaging, Lotus Notes, Deloitte Online (eRoom), instant messaging, local area network, wide area network, Intranet (e.g., DeloitteNet, D Street), Internet, extranet, collaborative tools (e.g., blogs, wikis, etc.), laptop and desktop computers, servers, air cards, Personal Digital Assistants, cell phones, telephones and voicemail.

**Works** – all *Intellectual Property*, in any *Form*, created by me, alone or with others, during the period of my *Employment* that (1) is created within the scope of my *Employment*; (2) relates in any manner to the actual or anticipated business, research, or development of a *Deloitte Entity*; (3) results from any work assigned to or performed by me, alone or with others, for the Employer; or (4) is created with the use of *Deloitte Property*.



**EXHIBIT B****Pre-existing Creations; Pre-existing Agreements or Arrangements**

I understand and agree that the Employer makes no attempt to verify my claim of ownership to any of the *Pre-existing Creations* listed, and makes no admission that any *Pre-existing Creations* listed are owned by me.

[If yes, please enter details below]

Yes, I do have *Pre-existing Creations*, *Pre-existing Agreements or Arrangements*

No, I do not have *Pre-existing Creations*, *Pre-existing Agreements or Arrangements*

<b><u>Title</u></b>	<b><u>Date</u></b>	<b><u>Brief Description</u></b>
---------------------	--------------------	---------------------------------

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Print)

ACCEPTED AND AGREED TO:

**Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
6718FF75DA89400...

Pooja Madnani

**Talent**

*Its: Authorized Signatory*

\_\_\_\_\_  
Date

An *Authorized Signatory's* signature is required only if *Pre-existing Creations* or *Pre-existing Agreements* or *Arrangements* are listed pursuant to Paragraphs 2 and 11 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment made in light of Paragraph 2 that *Pre-existing Creations*, if any, are described and explained in sufficient detail so that the likelihood of confusion between the employee's *Pre-existing Creations* and the *Intellectual Property* of a *Deloitte Entity* can be avoided or minimized in the future and further indicates that the *Pre-existing Agreements* or *Arrangements* have been obtained and reviewed and that the *Authorized Signatory* is satisfied that such *Pre-existing Agreements* or *Arrangements* will not interfere with the employee's ability to comply with the requirements of this Employment Agreement.

**EXHIBIT C**

**Proceedings**

[none, unless otherwise specified]

Yes, I do have *Proceedings* to report

No, I do not have *Proceedings* to report

My signature below certifies that to the best of my knowledge, the information I have provided above, pursuant to Paragraph 3, is complete and accurate.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

**EXHIBIT D**

**Exceptions to Post-Employment Restrictions: re: Clients**

[none, unless otherwise specified]

As specified in Paragraph 13, I agree that after a period of three (3) years from my start date or the date of my employment, as the case may be, the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on Exhibit D to support the application of the obligations of Paragraph 12 to those clients.

Yes, I do have  
Post-Employment Restrictions  
re: Clients

No, I do not have  
Post-Employment Restrictions  
re: Clients

<u>Name of Client</u>	<u>Specified Kind of Services(s) Permitted</u>
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ACCEPTED AND AGREED TO:

**Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
6718FF75DA89400...

Pooja Madnani

**Talent**

Its:     Authorized Signatory	<hr/>
	Date

I have read and understood the above policy terms.

<hr/>	<hr/>	<hr/>
Signature	Name	Date

A n *Authorized Signatory's* signature is required only if information is provided pursuant to Paragraph 13 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment that criteria in Paragraph 13 have been fully satisfied, the clients listed have been properly identified, and the kinds of services permitted have been described with sufficient specificity.

## Terms and Conditions of Service

In continuation to our offer of employment with **Deloitte Tax Services India Private Limited** (the "Employer"), please note the terms and conditions of service.

The italicized terms in these Terms and Conditions of Service are defined in **Exhibit A** of the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement hereto.

### Terms of Service

#### 1. COMPLIANCE WITH INDEPENDENCE, ETHICS AND OTHER REQUIREMENTS

Deloitte & Touche LLP performs attest services for certain of its clients and is subject to the independence requirements of, among others, the United States Securities and Exchange Commission (SEC), the United States Public Company Accounting Oversight Board (PCAOB), and the American Institute of Certified Public Accountants (AICPA). These requirements mandate that certain of the Employer's employees and their relatives be independent of some or all of such attest clients and their affiliates in accordance with the policies of Deloitte LLP and its subsidiaries (the "Deloitte US Entities").

Upon joining the Employer, you will be asked to review a listing of the attest clients and the affiliates of such clients of certain of the Deloitte US Entities and disclose relationships or financial holdings that you or your relatives may have that could affect the independence of the Deloitte US Entities. Any relationships or holdings that conflict with, among other things, the requirements of the SEC, the PCAOB or the AICPA or the independence or ethics policies of the Deloitte US Entities will need to be resolved immediately. Further, you will be required to comply with these policies throughout your career with the Employer, including, when applicable, maintaining a current list of certain of your financial interests (but not their value) in the independence tracking system.

As a condition to your joining the Employer and continued employment, you are required to complete a representation regarding your understanding of, and compliance with, independence and other matters, on a periodical basis (as requested beginning on or prior to the date of you joining the Employer, annually thereafter, and upon certain changes in your role in the Employer), the details of which are provided in the independence representation. An example copy of this representation form is available for your reference on [www.deloittenet.com](http://www.deloittenet.com). The representation should be made to the best of your knowledge and ability. It is your responsibility to consult on any matter should you be uncertain or have a question. You are also requested to refer to [www.deloittenet.com](http://www.deloittenet.com) and *Independence* for more information in this respect. The representations made by you will be subject to an audit and may be reviewed by Deloitte LLP representatives and shared with certain third parties. If you are selected for such an audit, you will need to submit certain personal financial records to Deloitte LLP's internal audit team. Please be assured that Deloitte LLP fully intends to keep all information obtained through the audit process confidential and secure. You hereby give your consent to Deloitte LLP to use the information provided by you for such purposes as provided in the policies regarding independence and ethics.

In the event you (i) do not cooperate or comply with the independence requirements, or (ii) do not complete the necessary representations, or (iii) make inaccurate representation(s); you may be subject to disciplinary action including and up to termination of employment with the Employer.

Please feel free to contact or consult *Independence* should you require any further information or if you have any specific concerns in this respect.

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#### 2. NON DISCLOSURE, NON SOLICIT AND INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AGREEMENT ("Employment Agreement")

You will be expected to sign the Employer's Employment Agreement. Please contact Talent for further details.

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#### 3. HARRASSMENT POLICY

**Administrative Policy Release ("APR") 213** is the Employer's policy prohibiting harassment. Deloitte LLP's subsidiaries located in India ("Deloitte India (Offices of the US)") are committed to providing a working environment that is free from harassment based on caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis, in accordance with applicable Indian central, state or local law. Expressly forbidden are unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Depending on the circumstances, such harassment may also include conduct such as stereotyped or demeaning remarks or gestures or the display or circulation, whether in writing or electronically, of materials or pictures offensive to persons because of their caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis in accordance with applicable Indian central, state or local law. The full policy will be accessible to you on DeloitteNet after joining Deloitte U.S. India.

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#### 4. WORKING HOURS, HOLIDAYS, LEAVES AND MATERNITY BENEFITS

You will be provided with your standard working hours, which may vary over the course of your career. The Employer may, from time to time, subject to applicable laws, require the employee to work beyond these hours.

You shall be entitled to paid holidays and leave as per the Employer's policies.

Women employees are eligible for maternity benefits as per the recent amendments (2017) in the maternity benefit act, 1961, including having 26 weeks of maternity leave with pay, as applicable.

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#### 5. RETIREMENT AGE

The age of retirement for employees of Deloitte India (Offices of the US) is 60 years. Your employment will therefore automatically terminate at the end of the month in which you attain 60 years.

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#### 6. TRANSFERS

You may be transferred, assigned, or asked to attend training at the offices of a Deloitte Entity or its clients or third parties in India or abroad with or without additional compensation. In such an event, you will also be governed by the terms and conditions of service applicable to the transfer, assignment, or training.

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#### 7. NOTICE PERIOD FOR TERMINATION OF SERVICES

The notice period for termination of your services is **60 Days** by either side and/or salary in lieu of notice period on part of the Employer only.

The Employer expects all employees to maintain the highest standards of professional conduct at all times.

In order to assure orderly operations and provide the best possible work environment, the Employer expects you to follow rules of conduct that will protect the interests and safety of all personnel, including but not limited to the Code of Ethics and Professional Conduct.

In the event of any breach of the Code of Ethics and Professional Conduct, non-performance of a contractual obligation or the terms and conditions laid down in this Annexure, or if you engage in any misconduct whether or not in connection with or affecting the business or affairs of the Employer or the work conduct, as specified by Employer, you will be subject to disciplinary action up to and including termination of your services/ employment with the Employer without any notice or payment in lieu of notice notwithstanding any other terms and conditions stipulated herein.

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#### 8. MISCONDUCT

Misconduct may include but is not limited to:

- Irregular attendance: repeated or excessive absence, tardiness or early departures/ late comings without approval.
- Unreported or unapproved absence (including overstay of leave) for more than five consecutive days or deviation from assigned and accepted schedule for more than five days.
- Falsification or manipulation in background verification process or employment records, employment information, or other records prior to or after joining the Employer.
- Falsification or manipulation of Deloitte Time & Expense (DTE).
- Knowingly providing false statements, either verbally or in written form.
- Neglect of normal duties and functions.
- Practices such as reading personal materials during working time, having obscene or inappropriate posters or screen savers at your work station, playing games at your work station, etc.
- Continued discharge of work functions that do not meet the standards reasonably expected.
- Breach of the confidentiality provision in the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement including disclosing to any unauthorized person any *Confidential Information* or *PII*.
- Willful insubordination or disobedience, whether or not in combination with another, of any lawful and reasonable instructions of any member of management or any authorised person.
- Engaging in unapproved outside employment and activities as defined in APR 218 (US & IND)

([https://deloittenet.deloitte.com/About/Policies/Admin/Pages/218\\_OutsideEmploymentActivities\\_US.aspx](https://deloittenet.deloitte.com/About/Policies/Admin/Pages/218_OutsideEmploymentActivities_US.aspx)).

- Installing, downloading, copying or duplicating any unauthorized or unlicensed software, programs, games, or attachments on any computer system of the Employer or of any *Deloitte Entity* or its clients.
- Engaging in any illegal activities.
- Workplace violence, including threats of physical violence.
- Corporate credit card delinquencies.
- Causing damage to the property of the Employer, any *Deloitte Entity*, its clients, or their respective personnel
- Going on or abetting a strike in contravention of any law.
- Theft of any property belonging to another, the Employer or any *Deloitte Entity*, or their respective personnel, clients, or visitors
- Possession of firearms, explosives, knives or any instruments that can be used as an injurious or deadly weapon in the workplace or at any *Deloitte Entity* sponsored event.
- Corruption, fraud, or misappropriation of funds.
- Failure to comply with the policies, guidelines, rules and regulations of the Employer or a *Deloitte Entity* as applicable.
- Excessive personal use of the Employer's telephone, fax or computer systems.
- Failure to adhere to applicable laws.
- Any act prejudicial to or in conflict with the interests of the Employer or a *Deloitte Entity*.

The above terms and conditions are based on, and should be read in conjunction with, the Employer's policies, guidelines, procedures and other rules currently applicable, including but not limited to Administrative Policy Releases (APRs) and Deloitte India (Offices of the US)'s other policies, guidelines, rules, and regulations. The above rules are subject to amendments from time to time and the amended rules, policies, procedures, and guidelines would be posted on the Employer's Intranet site i.e. <https://deloittenet.deloitte.com/Pages/Home.aspx> for employee reference. The policies will be updated from time to time in the future and we deem to have your consent to any and all such changes. Furthermore, upon acceptance of employment with the Employer, you may be requested to read and acknowledge acceptance of various policies and guidelines of the Employer. It is expected that you will read and acknowledge all such communications.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name



### Training Agreement

On behalf of **Deloitte Tax Services India Private Limited**, please accept our congratulations on your recent offer of employment to join the Company as **Tax Consultant I** pursuant to the terms and conditions of your offer letter dated **August 26, 2024**. You made a very favorable impression with everyone you met and we are excited about the possibility of you joining the Company.

As you may be aware, as a condition of employment with the Company, you may be required to travel Overseas to attend a series of training sessions for a period of up to 90 days. This training will be a combination of classroom procedural training as well as on-site training to observe employees conducting similar work at various client locations. This training represents the confidence we have in your ability to be a valuable member of the practice of the Company.

As per Company policy, we kindly bring to your attention that all employees attending training overseas are required to sign a Training Agreement which will obligate the employee to repay a calculated amount of the costs associated with the training, only if the employee resigns his/her position or are terminated for cause within a specified period after completion of the training (usually between 6 to 18 months). This repayment obligation disappears after the specified period of time has lapsed. We all look forward to seeing you again soon and having you join our team of outstanding professionals.

Sincerely,

For **Deloitte Tax Services India Private Limited**

DocuSigned by:

*Pooja Madhani*

6718FF75DA89400...

By:

Signature

**Authorized Signatory**



**Deloitte Tax Services India Private Limited**  
**Deloitte Tower Survey No. 41 Gachibowli Village, Ranga**  
**Reddy District, CIRCLE 3, Hyderabad - 500032, Telangana,**  
**India**

**Tel: +91 040 67621000**  
**www.deloitte.com**

**Subject: Offer of Employment**

**Dear ARJUN AJIT:**

On behalf of **Deloitte Tax Services India Private Limited** (the "Employer" or "Company"), I am pleased to confirm our offer of employment to you as **Tax Consultant I** based in **Hyderabad**.

We extend this offer, and the opportunity it represents, with great confidence in your abilities. You have made a very favorable impression with everyone you met and we are excited with the prospect of you joining our organization on **JUNE 26, 2022**.

Your immediate manager will communicate details of your role and work responsibilities in the initial weeks of your joining the Employer. During your employment, the Company may require you to work on any project that you are assigned to, on any technical platforms/skills and nature of the project, in differentiated work timing, at designated work space and location as may be decided by the company.

As part of your annual compensation, you will receive a Total Salary of **Rs 382500** and, will be eligible for a performance linked variable bonus. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount could vary depending upon the business and individual performance each fiscal year and, in some situations, could exceed the payout range indicated. Any amounts paid will be subject to statutory and other deductions as per Employer policies and practices. The details of your compensation breakdown are provided in the attached Annexure A.

As an incentive to join the Company, you are eligible to receive a joining bonus of **Rs./₹ 100,000/-** subject to your reporting for full-time employment on **JUNE 26, 2022**. This amount will attract applicable taxes and will be processed as part of your first month's payroll. You will have an obligation to repay the entire amount of your joining bonus if you resign your position or are terminated for cause by the Company within **12 months** of your start date.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

Your employment with us will be governed by the Terms and Conditions as detailed in **Annexure B**, as well as any and all rules, regulations, guidelines, policies and practices of the Employer, which may be amended from time to time. Deloitte LLP and its U.S.-based subsidiaries (the "Deloitte U.S. Firms") requires their employees to make the necessary representations regarding independence and other matters. Because the Employer is an Indian subsidiary of Deloitte LLP, we must also comply with these independence requirements. Accordingly, this offer is conditional upon you agreeing to make such representations under the Employer's Independence Representations requirements, as further explained in **Annexure B**.

Your compensation details are confidential, and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization. We would like you to join the Employer on, or an alternative mutually agreed upon date.

This offer letter, together with the Annexures described herein, and the Non-Disclosure, Non Solicit and Intellectual Property Rights Assignment Agreement, the Information Security Policy (which you are required to sign upon joining), constitute the entire agreement between the parties with respect to the subject matter of this offer, and supersedes all other previous or contemporaneous oral or written representations, understandings or agreements relating to the subject matter of this offer between you and the Employer or its affiliates.




In compliance with applicable laws, Deloitte India (Offices of the US) provides its professionals with home pick-up and drop transport services within **pre-defined** boundary if their shift timings are between 8:30 p.m. - 6:00 a.m. in Hyderabad, 9:00 p.m. - 6:00 a.m. in Mumbai, Pune; 7:00 p.m. – 6:00 a.m. in Gurugram, 8:00 p.m. - 6:00 a.m. in Bengaluru, Chennai, and Kolkata.

This letter and **Deloitte Tax Services India Private Limited** employment application are intended to be final. To accept the offer and the terms of this letter, please sign below in the space provided within three business days.

everyone you have interviewed with joins me in extending to you congratulations and warm regards. We look forward to you joining our team.

Sincerely,

**For Deloitte Tax Services India Private Limited**  
Best regards,

By:   
Signature

**Authorized Signatory**

**Acceptance**

Signature

Date

**Annexure A****Tax Consultant I -**

<b>Description</b>	<b>Monthly</b> (Rs. per month)	<b>Annual</b> (Rs. per Annum)
Basic Pay	<b>17,500</b>	<b>210,000</b>
House Rent Allowance (HRA)	<b>8,750</b>	<b>105,000</b>
Special Allowance <sup>1a &amp; 1b</sup>	<b>11,867</b>	<b>142,404</b>
Leave Travel Allowance <sup>2</sup>	<b>1,750</b>	<b>21,000</b>
Differential Allowance	<b>5,833</b>	<b>69,996</b>
Meal Card <sup>3</sup>	<b>2,200</b>	<b>26,400</b>
Employer's contribution to PF	<b>2,100</b>	<b>25,200</b>
<b>Total Salary (in Rs.)</b>	<b>50,000</b>	<b>600,000</b>
Variable Bonus*	You are eligible for a performance linked variable bonus. It will be paid out at the end of the fiscal year, as applicable and on the basis of your individual performance and performance of the business	
Medical Insurance Premium <sup>4</sup>	<b>3,014</b>	<b>36,167</b>

\*The Variable Bonus will vary, primarily based on your individual performance and the performance of the business, during the Employer's fiscal year which is June through May. Your performance will be formally assessed as a part of the Employer Performance Review Cycle Process. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount will vary depending upon the business and individual performance and in some circumstances, could exceed the payout range indicated. The performance of all the employees who have joined the Employer prior to March 1st will be assessed for the fiscal year ending in May. The disbursement of a Variable Bonus, if applicable, is subject to you being active on the rolls of the Employer, during the Annual Incentive Program payout cycle for the fiscal year. For employees joining during the period March 1st to May 30th, a prorated Variable Bonus, if applicable, will be based on the first year-end review ratings in the subsequent year and paid during the Annual Incentive Program payout cycle of that year. The Variable Bonus will not be paid in the event of termination of employment for any reason on or before the disbursement time. The application and interpretation of, and any determinations related to, the Variable Bonus is at the sole discretion of Employer. Employer may amend or terminate the Variable Bonus at any time. All compensation and benefits are based on employee's position with the Employer in India.

Contd/-....

Annexure A

<sup>1</sup>All employees may claim tax exemption, subject to tax rules from time to time, from their Special Allowance component, expenses incurred towards communication and Driver / Fuel & Maintenance Expenses as per eligibility mentioned below:

**Employee Level -  
Tax Consultant I**

<sup>1a</sup>Communication Expenses

<sup>1b</sup>Fuel Expenses

Only one Post paid mobile, one Land Phone  
and One internet connection bill(s) can be  
claimed.

Petrol / Driver / Insurance / Repairs &  
Maintenance

**Rs./₹ 3,000/-** per month

**Rs./₹ 7,500/-** per month

<sup>1a</sup> The internet/telephone/mobile bills should be in the Employee's name.

<sup>1b</sup> For claiming vehicle running expenses (Driver / Fuel / Repairs & Maintenance expenses) the vehicle has to be in the name of the Employee and the current tax rules are as under. The above limits will be applicable for all those who are on company car lease program and the below limits will apply for all those who are on self-owned car. In case of company leased car, taxability would be as per the current perquisite valuation rules.

Nature of Expenses	Own Vehicle –Maximum Tax exemption limit per month		
	4 Wheelers (Engine Capacity)		
	<= 1600 cc	> 1600 cc	Two Wheelers
Fuel & Maintenance	Rs. 1,800	Rs. 2,400	Rs. 900
Driver's Salary	Rs. 900	Rs. 900	Not applicable

All employees at and above **Senior Staff** are eligible for the company car lease program. If you choose to avail of this benefit, the amount towards lease rental will be paid by the firm on your behalf to the leasing company and your compensation structure will be adjusted accordingly. A revised letter with the new compensation structure will be issued that will supersede this letter for all practical purposes.

<sup>2</sup> The Leave Travel Allowance (LTA) will be paid on a monthly basis as an allowance with tax deducted at source. If you choose to avail the tax benefit on LTA, you should submit proof of expenses incurred by you for Self and / your immediate dependents. The taxability or otherwise of LTA will be as per the Income Tax Act 1961, details of which will form part of the LTA Form.

<sup>3</sup> Meal Card amount will be credited at the start of each month and for the first month (For New Hires) prorated amount will be processed as part of payroll. If not collected, it will be processed as a taxable amount with the salary.

<sup>4</sup> Annual Floating Medical Insurance Coverage for self and **6 dependents** is being paid by the Employer on your behalf. The premium amount is subject to change every year post renewal of insurance policy. In case you opt for an enhancement of the coverage limit, the additional premium will be adjusted accordingly from the special allowance.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

You may also be eligible to either a One-time Stipend or a temporary lodging basis joining the registered office location, you will receive a survey from Deloitte prior to your joining.

You may select the best option for availing the relocation assistance. If an employee who has availed this reimbursement decides to quit within 18 months from the date of relocation claim for whatever reason, the relocation reimbursement paid to the employee will be recovered in full, from the employee's full and final settlement.

By joining the Company, you will become a member under the 'Deloitte USI Employees Welfare Trust' and may be required to make a nominal contribution as a member.

Original bills towards the above components should be submitted during the Income Tax fiscal period evidencing the expenditure to get Income Tax exemption, failing which the same will attract applicable Income Tax.

Submission of false, tampered or altered bills as proof of expense for any of the above components will result in disciplinary action including termination of employment.

**Your compensation above is subject to income tax deduction per rules and guidelines prescribed under the prevailing tax laws. This may change from time to time in line with the amendments done in tax laws.**



## Annexure B

### **Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement ("Employment Agreement")**

In consideration of my employment by **Deloitte Tax Services India Private Limited**, an Employer incorporated under the provisions of the Companies Act, 1956 and having its registered office **Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District, CIRCLE 3, Hyderabad - 500032, Telangana, India** (the "Employer") as **Tax Consultant I** - and other valuable consideration, I acknowledge and agree that:

#### **PRELIMINARY MATTERS**

**1. Defined Terms.** The italicized terms in this agreement (the "Employment Agreement") are defined in **Exhibit A** hereto.

**2. Pre-existing Agreements or Arrangements.** I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Agreements or Arrangements*. The Employer expects me to abide by all restrictions or obligations that are contained in such Pre-existing Agreements or Arrangements and to avoid involvement, while employed by the Employer, in any matter that could pose a conflict as a result of confidential information or intellectual property obtained by me prior to my *Employment*. I further represent that none of these restrictions or obligations, including those set forth in any non-compete agreements with prior employers, is inconsistent with my acceptance of the Employer's offer of *Employment* or my becoming, and serving as, **Tax Consultant I** of the Employer. To the extent applicable and if I am joining the Employer after having served as an employee or official of the United States Government, I further represent that: (1) I have disclosed my prior participation, if any, in any discussions or negotiations with, or decisions to award contracts to, the Deloitte U.S. Firms while I was employed by the United States Government; and (2) I had either recused myself or had not played an active role in the applicable United States Government agency's decision to award any contracts to the Deloitte U.S. Firms while I was employed by the United States Government.

#### **PROTECTION OF OUR BUSINESS**

**3. Reporting of Proceedings.** Except as provided by law and except as I have disclosed in writing on **Exhibit C** to this Agreement, I represent and warrant that I have no *Proceedings* to report. Should I become a subject of any *Proceedings* during my association with the Employer, I agree to immediately report, in writing, all relevant facts to the Chief Talent Officer of Deloitte LLP, the Regional Talent Director of the Employer, and the Chief Ethics and Compliance Officer of Deloitte LLP. I understand that my responses are subject to audit and review by the Employer and others in accordance with applicable professional, ethical, legal, or Employer requirements, rules, regulations, policies, or practices, or other requests.

**4. Confidentiality.** I acknowledge that, by virtue of my *Employment*, I will acquire and be exposed to, have access to, make use of and/or create *Confidential Information*. Therefore, I agree to hold in trust and confidence all such *Confidential Information*. I will neither disclose any such *Confidential Information* to anyone outside a *Deloitte Entity* without the prior written approval of an *Authorized Signatory*, except as required by my authorized duties for the Employer, nor use any such *Confidential Information* for any purpose other than for the benefit of a *Deloitte Entity*.

**5. Third Party Information and Property.** I agree that during my *Employment*, I shall not use or disclose any confidential information or intellectual property of any former employer or other person or entity without the prior written authorization of such employer, person or entity and the prior written consent of an *Authorized Signatory*. If I were to use or disclose any such Confidential Information or Intellectual Property without prior consent, and any of the *Deloitte Entities* become the subject of any claim from a third party regarding such unauthorized use or disclosure, I agree to hold harmless and indemnify the *Deloitte Entities* for any legal defense costs and/or damages related to any such claim.

**6. Authorization.** Only employees of the Employer holding a senior or managerial position with the Employer will be authorized by a specific authorization, delegation, or power of attorney to sign legal documents, representing the Employer. Similarly, only such authorized employees of the Employer may speak about the Employer, the business and plans, various client-related projects etc.

**7. Competing Activities and Conflict of Interest.** During the period of my *Employment* I will not, directly or indirectly, participate in or in any way render services or assistance to any business that is or may be competitive with a *Deloitte Entity*, whether or not for compensation, or engage in any conduct which might result in, or create the appearance of using my position for private gain or other than for the benefit of a *Deloitte Entity*, or otherwise create a conflict, or the appearance of a conflict, of interest with a *Deloitte Entity*. Such conduct shall include, but not be limited to, having an undisclosed financial interest in any vendor or supplier of a *Deloitte Entity*, accepting payments of any kind or gifts other than of a nominal value from vendors, clients or suppliers, or having an undisclosed relationship with a family member or other individual who is employed or

associated with any entity in active or potential competition with a *Deloitte Entity*, and which creates a conflict of interest. I represent and warrant that I am not currently aware of any present or past violation of this provision.

**8. Authorization to Access Systems and Electronic Communications and use of Deloitte Property.** I understand that while employed with a *Deloitte Entity*, I will use and have access to the Systems. I also acknowledge that a *Deloitte Entity* has the right at any time to access, retrieve, delete, monitor, examine, use and/or disclose my Electronic Communications and information from (or about) me and the content, without notice to me, and that such *Electronic Communications* are considered part of a *Deloitte Entity's* business and client records and are not to be considered private or personal to me or any other *Personnel*. I further acknowledge that this right extends to *Electronic Communications* transmitted for either a business or personal purpose.

I agree that I am authorized to access the *Systems* only for approved business purposes and occasional personal use if such use does not interfere with my work responsibilities and other required business activities, business operations, or *Systems* performance. However, I also acknowledge that such occasional personal use does not create an expectation of privacy as to any of my personal *Electronic Communications* and, as such, are *Deloitte Property*.

I further acknowledge that I am not authorized to use the *Systems* for personal gain or any illegal or unethical use. I agree that under no circumstances am I authorized to access any of the *Systems* for the purpose of obtaining *Deloitte Property* for a competitor of a *Deloitte Entity*, transmitting *Deloitte Property* to me (e.g., emailing *Confidential Information* to my personal email address) or to a third party for purposes other than furthering the business objectives of a *Deloitte Entity*. I am not authorized to download a *Deloitte Entity's Confidential Information* or other *Deloitte Property* to removable media such as a CD Rom, disk or thumb drive other than as authorized for furthering the business objectives of a *Deloitte Entity*.

I will be responsible for the safe keeping and return in good condition and order of all the *Deloitte Property* that may be in my use, custody, care or charge. For the loss of any *Deloitte Property* in my possession or custody or for which I have been assigned responsibility, the Employer will have a right to assess on its own basis and recover from me, the damages in respect of such materials (out of the amounts due to me or otherwise) and to take such other legal action as it deems appropriate including termination of my employment without notice or payment in lieu thereof in the event of my failure to account for such material or property to its satisfaction.

**9. Security.** I am provided with a worktable and lockable storage space. I will ensure they are locked when unattended and understand that a duplicate key will only be provided if I sign for it. I am required to display my identity card to the appropriate security personnel on demand and at all times within the office premises.

**10. Ownership of Works.**

a. I agree that the Employer owns all rights, title and interest in and to all *Works*.

b. I agree that all *Works* are deemed works made for hire under India copyright or applicable laws or equivalent laws of any applicable foreign jurisdiction, and all *Intellectual Property Rights* therein vest automatically in the Employer upon creation of the *Works*. I agree that, to the extent any *Work* is held not to be a work made for hire, I hereby irrevocably assign all *Intellectual Property Rights* in the *Work* to the Employer. Notwithstanding anything contained in Section 19(4) of the Indian Copyright Act, 1957, I agree that such assignment shall continue to be in force for perpetuity irrespective of whether or not the Employer exercises its rights as the assignee for any period of time.

c. I will at all times, even after termination of my *Employment*, do whatever the Employer reasonably requests of me, at the Employer's expense, to document the assignment of any *Works* to the Employer or to assist the Employer in pursuing, renewing, extending or assigning any *Intellectual Property Rights*, and otherwise perfecting, protecting and enforcing said *Intellectual Property Rights* in, any *Works*. I agree that, as between me and the Employer, the Employer shall be the sole author, inventor, and owner of all such *Works* and *Intellectual Property Rights* therein throughout the world, and that the Employer shall have the sole right to seek copyright registrations, patents or trademark registrations, including all extensions and renewals thereof. I also hereby agree that I waive all moral rights in any *Works*.

I also agree to assign all my right, title and interest in and to any particular *Works* to a third party as directed by the Employer.

In the event the Employer is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraphs, I hereby irrevocably designate and appoint the Employer and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and in my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraphs with the same legal force and effect as if executed by me. I hereby waive any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any *Works* assigned hereunder to the Employer.

d. During a 12 month period after termination of my *Employment*, I agree that any *Intellectual Property* I create or conceive that results from and is related to any work assigned to or performed by me for the Employer, or that was created using *Deloitte Property*, is a *Work* that is subject to Paragraph 10 (b) above. For purposes of clarification, the foregoing provision is in addition to, and not in limitation of, any rights and remedies the Employer may have under the applicable laws protecting *Intellectual*

*Property of the Deloitte Entities.*

e. I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Employer) of all *Works* developed by me during the period of my employment with the Employer, which records shall be available to and remain the sole property of the Employer at all times.

**11. Pre-existing Creations; Personal Creations.** My obligations in Paragraph 10 do not apply to *Pre-existing Creations* and *Personal Creations*. I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Creations*. I acknowledge and agree that I will not assert any ownership rights against the *Deloitte Entities*, or their respective clients, with respect to any *Pre-existing Creations* unless they appear on **Exhibit B**, and **Exhibit B** has been accepted and agreed to by an *Authorized Signatory* who has signed at the bottom of such **Exhibit B**. I further agree that I shall not use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment* without the prior written consent of an *Authorized Signatory*. To the extent that I use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment*, I agree that, except as otherwise provided in a written agreement executed by me and the Employer, I hereby grant to the Employer an irrevocable, royalty free, perpetual, fully paid up, transferable, sub-licensable license to use, reproduce, distribute, display, perform, modify and create derivative works of and otherwise exploit such *Pre-existing Creations* or *Personal Creations* for any purpose including, but not limited to, client engagements.

**12. Post- Employment Restrictions re: Clients.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or serving of certain clients related to my work for a *Deloitte Entity* would necessarily involve the unauthorized use or disclosure of *Confidential Information*, and the proprietary relationships and goodwill of the *Deloitte Entities*, and, in the case of my serving of certain clients, could compromise the full compliance of the Employer or another *Deloitte Entity* with the applicable laws, rules and regulations of a U.S. or India regulatory body or other independence-related requirement of a regulatory body. Accordingly, during the period of my *Employment* and for a period of one year thereafter, I will not, directly or indirectly, solicit or provide services to any existing client of a *Deloitte Entity* with which I had personal contact and provided services during the two-year period prior to termination of my *Employment*.

**13. Exceptions to Post- Employment Restrictions re: Clients.** I understand that the obligations of Paragraph 12 will not apply for a period of three (3) years after my start date or the date of my promotion or transfer to clients of a *Deloitte Entity* and/or certain specified kinds of services rendered to such clients that meet all of the following criteria: (a) are personal clients of mine who came to a *Deloitte Entity* solely to avail themselves of certain specified kinds of services rendered by me and only as a result of my own independent recruitment efforts, which a *Deloitte Entity* neither subsidized nor otherwise financially supported as part of a program of client development, (b) are listed on **Exhibit D** expressly by name with respect to client and with sufficient specificity with respect to the kinds of service(s) that I will be permitted to render, and (c) are accepted and agreed to as to their listing on **Exhibit D** by an *Authorized Signatory* who has signed at the bottom of such Exhibit. I agree that after a period of three (3) years from my start date or the date of my promotion or transfer the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on **Exhibit D** to support the application of the obligations of Paragraph 12 to those clients.

**14. Future Employment with Clients.** Except as otherwise provided herein, I understand that I am not prohibited from accepting employment with a client (or an affiliate of such client) of a *Deloitte Entity*. Before entering into substantive discussions with an *Attest Client* regarding any employment opportunity, I acknowledge and agree that during my *Employment* and for five years thereafter I must first notify *Independence* and obtain prior written approval from *Independence*. I acknowledge and understand that it is the intent of the Employer to interpret and apply this provision (a) in an effort to ensure the full compliance of the *Deloitte Entities* with applicable U.S. and India laws, rules, and regulations; (b) to serve the public interest; and (c) to protect the legitimate interests of the *Deloitte Entities* or their respective *Attest Clients* under applicable U.S. or India laws, rules and regulations in a manner that is no greater than is reasonably necessary to protect such interests and without being unduly harsh and oppressive to me and my interests in future employment with an *Attest Client*. Further, I acknowledge and agree that because of, among other things, the importance of the *Deloitte Entities* remaining in compliance with applicable independence rules, such approval may be withheld by *Independence* in the event that my employment with an *Attest Client* would, in the view of Deloitte LLP, be inconsistent with applicable laws, rules and regulations or jeopardize the independence of a *Deloitte Entity* with respect to such *Attest Client*.

**15. Restrictions re: Personnel and Contractors.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or hiring or of any of its *Personnel* or contractors of the *Deloitte Entities*, or my participation in their hiring, admission or retention, would necessarily involve the unauthorized use or disclosure of *Confidential Information* or the proprietary relationships and goodwill of the *Deloitte Entities*. Accordingly, during my *Employment* and for one year thereafter, I will not, directly or indirectly, (a) solicit or attempt to solicit, or participate in the solicitation of or any attempt to solicit any *Personnel* to leave a *Deloitte Entity*, or to join any firm or business with which I may be or become affiliated; (b) participate in the hiring or admission of any *Personnel*; or (c) cause a contractor of a *Deloitte Entity* to cease providing services to, with, or on behalf of the *Deloitte Entity*.

**16. Post- Employment Restrictions re: Deloitte Property.** Upon termination of my *Employment*: (a) I will not use or disclose *Deloitte Property*, including, but not limited to, *Confidential Information* and *Works*, for any purpose; (b) I will not retain or take with me any *Deloitte Property*; (c) I will immediately deliver to a *Deloitte Entity* at any location that it designates, at my expense, within one business day after the termination of my *Employment* or on an alternate date designated by a *Deloitte*

*Entity*, any *Deloitte Property* that I may then or thereafter hold or control; and (d) I agree to allow a *Deloitte Entity* to inspect any of my personal or home computers, including smart phones, tablet computers, or any device, media or location capable of storing electronic data, to determine whether any *Deloitte Property* resides on such computers and to permit a *Deloitte Entity* to remove such *Deloitte Property*.

## OTHER POST- EMPLOYMENT OBLIGATIONS

**17. Transition of Work and Cooperation.** Upon termination of my *Employment* for any reason, I will cooperate with a *Deloitte Entity* in all matters relating to the completion of pending work and its orderly transfer. I will also cooperate fully with a *Deloitte Entity* in connection with any threat of or actual legal proceeding against a *Deloitte Entity* or any client, customer or licensor of a *Deloitte Entity* arising out of any matter with or of which I had contact or knowledge during my *Employment*.

**18. Notification of Post- Employment Obligations.** I agree that prior to accepting employment or affiliation with another firm or business I will advise such firm or business of my duties and obligations under this Employment Agreement. After my *Employment* ends, I agree that a *Deloitte Entity* shall be permitted to advise any firm or business with which I have accepted an offer of employment or affiliation concerning my duties and obligations under this Employment Agreement.

**19. Certification.** I agree that during or after my *Employment* I will, if requested, provide written certification in such form as the Employer may require that I have complied with my obligations hereunder, including, without limitation, those obligations set forth in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15 and 16 of this Agreement.

## OUR ENFORCEMENT RIGHTS AND REMEDIES IN THE EVENT OF A BREACH

**20. Equitable Relief and Attorney's Fees.** I acknowledge and agree that a breach of this Employment Agreement, including, but not limited to, a breach of my duties and obligations under the terms and conditions of Paragraphs 4, 5, 7, 8, 9, 10, 12, 14, 15 or 16 would cause irreparable harm to the *Deloitte Entities* and that, in addition to other remedies, the Employer on behalf of itself or another *Deloitte Entity* is entitled to a temporary restraining order, an injunction or other equitable relief to prevent any such breach. I also acknowledge that, to the extent permitted by law, a *Deloitte Entity* will be entitled to the payment of the *Deloitte Entities'* reasonable costs and attorney's fees incurred in enforcing this Employment Agreement. I also acknowledge that, to the extent permitted by law, the Employer may request that a court extend the one year period following the termination of my *Employment*, as provided in Paragraphs 12 and 15, to correspond with the period that I participated in activities prohibited by Paragraphs 12 and 15.

**21. Liquidated Damages: Client Fees.** I agree that in the event of a breach under Paragraph 12, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

**22. Liquidated Damages: Compensation.** I agree that the precise amount of damages flowing from a breach under Paragraph 15 would be impracticable or extremely difficult to ascertain in an actual amount. Therefore, I agree that in the event of a breach under Paragraph 15, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by or owed to any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

**23. Right of Inspection.** I agree to permit the Employer (or to use my best efforts to enable the Employer) to inspect my books and records (and the books and records of any entity which employs or is associated or affiliated with me), upon request and at reasonable times, to enable the Employer to confirm the calculations described above and to verify compliance with Paragraphs 12 and 15. The Employer shall keep confidential any proprietary information obtained, except as may be necessary or desirable to enable the Employer to enforce its rights under this Employment Agreement and except as may be required by any statute, court or administrative order to decree or government ruling or regulation.

**MISCELLANEOUS**

**24. Governing Law; Choice of Forum.** This Employment Agreement is deemed to have been executed in the Employer's office in **Hyderabad, Telangana, India** and will be construed and governed in accordance with the laws of the Republic of India without regard to its conflicts-of-law principles. You agree to submit to jurisdiction before any court of record in which the Employer's office to which you were assigned is located, or in which a breach of this Employment Agreement may occur, at the election of the Employer, and you waive any right to raise questions of personal jurisdiction or venue in any action the Employer may bring against you in any such court. You further agree to accept service of process/summons/legal notice from the Employer when that process/summons/legal notice is either sent to your last known address by certified mail or served by any other means permitted under the law of the jurisdiction in which the Employer may bring an action against you.

**25. Modifications.** My obligations hereunder may not be changed or modified, released, discharged, abandoned or terminated, in whole or in part, except by an instrument in writing signed by an *Authorized Signatory*.

**26. Severability.** Every provision of this Employment Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such term or provision will be enforced to the maximum extent permitted by law and, in any event, such illegality or invalidity shall not affect the validity of the remainder of the Employment Agreement.

**27. Blue-Penciling.** If any court determines that any provision of this Employment Agreement, or any part hereof, or the application of any such provision, or any part hereof, to any person or circumstance is unenforceable or void, such court shall have the power to modify such provision, or any part hereof, to the extent necessary to render it legal and enforceable while preserving its intent, or if such modification is not possible, by substituting therefore another provision that is legal and enforceable and that achieves the same objective.

**28. Waiver.** None of my obligations under this Employment Agreement shall be deemed to have been waived by the Employer except if the giving of such waiver is contained in a written notice given to me and no such waiver shall be deemed to be a waiver of any other or further obligation I have under this Employment Agreement.


**29. Entire Agreement.** This Employment Agreement, the Employer's employment application, the Terms and Conditions of Service issued pursuant to the offer of employment and any documentation employing me or transferring me to the Employer, contain the entire understanding between me and the Employer or any other *Deloitte Entity* with respect to the subject matter hereof and supersedes all prior representations, warranties, and agreements with respect to such subject matter, and no representations, warranties or other covenants exist with respect to such subject matter that are not contained or expressly referred to herein. Notwithstanding the foregoing, any written agreement between a *Deloitte Entity* and me with respect to the subject matter hereof that was signed by me prior to the effective date of this Employment Agreement shall remain valid and enforceable according to the terms of such agreement with respect to all acts and omissions occurring prior to the effective date of this Employment Agreement. In the event of a conflict between this Employment Agreement and the employment application or any other document purporting to set forth terms and conditions of my *Employment*, this Employment Agreement will control.

**30. Transfer and Assignment.** Unless as the Employer shall otherwise determine, the rights, obligations and benefits of the Employer under this Employment Agreement, including but not limited to those rights and benefits relating to my post-Employment obligations set forth in this Paragraph 30 and in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19 and 23 above, are transferred and assigned, in whole or in part (as the Employer shall determine) and without the need for my consent or the formality of documentation or prescribed processes, to (a) any *Deloitte Entity* in connection with my transfer to that *Deloitte Entity* or (b) any entity that acquires all or a part of the assets or business of the Employer. All provisions of this Employment Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, representatives, successors, and assigns of the Employer and me, and any *Deloitte Entity* to which I may be transferred during my *Employment*, provided, however, none of my duties or obligations under this Employment Agreement may be assigned or transferred by me to any other person or entity without the Employer's prior written approval of such assignment or transfer. Any purported assignments in violation of this Paragraph 30 shall be null and void.

**31. Headings.** The headings contained in this Employment Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Employment Agreement.

I have read the foregoing, understand it, and agree to comply with its terms.

**For Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
 6718FF75DA89400...

Pooja Madhani



**Talent**

**Authorized Signatory**

Effective as of , I accept all the terms and conditions of the Employer as stipulated in this Employment Agreement.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

**EXHIBIT A**

The definitions below apply to the italicized terms that appear in the Employment Agreement (including the exhibits):

**Attest Client** – attest client (or an affiliate of such client) of Deloitte & Touche LLP or a *Deloitte Entity*.

**Authorized Signatory** – a director, officer or other person who is authorized to sign on behalf of a *Deloitte Entity*.

**Confidential Information** – any information not generally known to the public, in any *Form*, that (1) relates to the operation of a *Deloitte Entity* or provides the *Deloitte Entities* with a competitive advantage, (2) consists of Personally Identifiable Information (*PII*) or other personal information about *Personnel*, client and other third party personnel, independent contractors, subcontractors, agents, vendors, suppliers or others which the Employer or another *Deloitte Entity* receives in the course of business, and (3) all other information entrusted to the Employer or another *Deloitte Entity* by clients and other third parties. *Confidential Information* includes, but is not limited to, *Intellectual Property*, supplier information, designs, business or marketing plans, forecasts and financial information, tax returns, tax identification numbers, agreements, client or prospective client lists, specific information about clients or prospective clients such as preferences for specific products and services, client or prospective client needs based on financial history and past purchases of services, client or prospective client development plans, specific rates charged to a client or offered to a prospective client and other business or client records. *Confidential Information* also includes, but is not limited to, debit or credit card information, employment applications, organization charts, performance ratings and other personnel records.

**Deloitte Entity** – the Employer, Deloitte LLP, and any corporation, company, partnership, limited liability company or other entity (a) that (i) is owned, directly or indirectly, in whole or in part, by Deloitte LLP (the “Deloitte U.S. Firms”), including but not limited to Deloitte LLP subsidiaries in India, the Deloitte Touche Tohmatsu verein, Deloitte Global Services Limited, Deloitte Global Services Holdings Limited, Deloitte Touche Tohmatsu Limited (“DTTL”) or any member firm of DTTL or affiliate thereof (collectively, the “DTTL Member Firms”) or (ii) controls, is controlled by or is under common control with any of the entities listed in clause (i); or (b) in which any *Personnel* participated on its behalf, or carried out any duties with respect to its affairs. For purposes of this Employment Agreement, the term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract, or otherwise.

**Deloitte Property** – *Confidential Information*, *Systems*, equipment, debit and credit cards issued in connection with my *Employment*, furniture, facilities and any and all other materials owned, licensed or leased by a *Deloitte Entity*, including, without limitation, computerized or electronic information and all copies thereof in any form or media, created by, furnished to, obtained by or prepared by me in the course of my employment in any capacity.

**Deloitte India (Offices of the US)** – The following companies shall be deemed to be the affiliates of each other and are collectively referred to as Deloitte India (Offices of the US): (i) Deloitte Consulting India Private Limited (ii) Deloitte Tax Services India Private Limited (iii) Deloitte Support Services India Private Limited (iv) Deloitte Financial Advisory Services India Private Limited and (v) Deloitte & Touche Assurance & Enterprise Risk Services India Private Limited.

**Electronic Communications** – all text, audio, video, images, information, data, files and attachments created, displayed, sent, received, posted, accessed or stored, whether deleted or not, by means of the *Systems*.

**Employment** – the nature of my relationship with the Employer or a *Deloitte Entity* pursuant to this Employment Agreement. Alternatively, and depending on context, *Employment* is the period of time during which this relationship persists.

**Form** – paper, computer disc, USB drive, website; any other tangible or electronic medium by which information may be stored or accessed; and human memory.

**Independence** – National Office (Independence) of Deloitte LLP.

**Intellectual Property** – works of authorship (including, without limitation, books, articles, data compilations, software and other copyrightable materials), materials, patents, inventions, designs, techniques, methodologies, processes, discoveries, know-how, ideas, trade secrets, moral rights, trademarks and other indicia of origin together with the goodwill therein, and all patent applications, copyright and trademark applications and registrations, and extensions and renewals thereof, throughout the world.

**Intellectual Property Rights** – all rights, title and interest in Intellectual Property.

**PCAOB** – the United States Public Company Accounting Oversight Board.

**Personal Creations** – *Intellectual Property* that meet all of the following criteria: (1) it is conceived, developed, and created by me on my own time without using *Deloitte Property* or *Personnel* (during work hours), facilities, *Confidential Information* or *Works* of a *Deloitte Entity*, (2) it is unrelated to the actual or reasonably anticipated business or research and development of a

*Deloitte Entity*, and (3) it does not result from any work performed by me and the *Personnel* (during work hours) for a *Deloitte Entity*.

**Personnel** – partners, principals, members, officers and employees of a *Deloitte Entity*.

**PII** – information (excluding business contact information such as an individual's name and one or more of the following: organization name, organizational title, organizational role, business address, business telephone number (including business cell phone number and business email address) relating to an identified or identifiable natural person. An identifiable natural person is a natural person who can be identified, directly or indirectly, by reference to an identification number or factors specific to his or her physical, physiological, mental, economic, cultural or social identity. Set forth below is a non-exclusive list of information that constitutes PII when such information relates to an identified or identifiable natural person:

- Account number (bank account, credit card, etc.)
- Address
- Biometric identifier
- Certificate or license number
- Date of birth
- Government identifiers (such as PAN)
- Name\*
- Personnel Number
- Photograph or video identifiable to an individual
- Vehicle identifier or serial number
- Other information related to an individual that may directly or indirectly identify that individual (e.g., salary, performance rating, purchase history, call history, etc.)

\* Note: When an individual's name is used with PII that is not business contact information, it is included in the definition of PII.

**Pre-existing Agreements or Arrangements** – agreements or arrangements that (1) relate to any *Pre-existing Creations*; or (2) may affect my ability to comply with the requirements of this Employment Agreement, including all contractual and other restrictions or obligations with other parties, including any post-employment restrictions and required notifications to the extent applicable under 18 United States Code §207, CFR 3.104-4, and India laws, rules and regulations that may or will impose limitations on my professional activities during my *Employment* (such as any non-compete agreements with prior employers and the one-year ban on lobbying contacts).

**Pre-existing Creations** – any *Intellectual Property* and *Intellectual Property Rights* that were developed or created by me, alone or with others, or otherwise acquired by me, before the period of my employment in any capacity with the Employer, in which I claim any ownership or right.

**Proceedings** – past or pending (1) actual or threatened claims or complaints of, or arising out of service to, present or former clients, (2) regulatory, self-regulatory, disciplinary, administrative, civil or criminal investigations, inquiries, charges, complaints, actions, sanctions, alternative dispute resolution proceedings, other proceedings or matters (other than criminal proceedings which relate solely to the operation of a motor vehicle) of any kind or nature, in India or any other jurisdiction, against me, including criminal proceedings arising out of my provision of professional services, proceedings brought by a professional association, or proceedings involving the Securities and Exchange Board of India, United States Securities and Exchange Commission or the PCAOB, other professional bodies like the Institute of Chartered Accountants of India or (3) matters of any kind or nature which could adversely affect my association with the Employer or my ability to perform my duties or responsibilities to the Employer, whether set forth in this Employment Agreement or otherwise, or my registration with or licensure by any governmental, quasi-governmental, or other regulatory agency, body or entity, in or outside the United States or India.

**Systems** – the communications systems or any part of such systems that a *Deloitte Entity* owns, licenses or operates and approves for use, including, but not limited to, e-mail, text messaging, Lotus Notes, Deloitte Online (eRoom), instant messaging, local area network, wide area network, Intranet (e.g., DeloitteNet, D Street), Internet, extranet, collaborative tools (e.g., blogs, wikis, etc.), laptop and desktop computers, servers, air cards, Personal Digital Assistants, cell phones, telephones and voicemail.

**Works** – all *Intellectual Property*, in any *Form*, created by me, alone or with others, during the period of my *Employment* that (1) is created within the scope of my *Employment*; (2) relates in any manner to the actual or anticipated business, research, or development of a *Deloitte Entity*; (3) results from any work assigned to or performed by me, alone or with others, for the Employer; or (4) is created with the use of *Deloitte Property*.

**EXHIBIT B****Pre-existing Creations; Pre-existing Agreements or Arrangements**

I understand and agree that the Employer makes no attempt to verify my claim of ownership to any of the *Pre-existing Creations* listed, and makes no admission that any *Pre-existing Creations* listed are owned by me.

[If yes, please enter details below]

Yes, I do have *Pre-existing Creations*, *Pre-existing Agreements or Arrangements*

No, I do not have *Pre-existing Creations*, *Pre-existing Agreements or Arrangements*

<b><u>Title</u></b>	<b><u>Date</u></b>	<b><u>Brief Description</u></b>
---------------------	--------------------	---------------------------------

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Print)

ACCEPTED AND AGREED TO:

**Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
6718FF75DA89400...

Pooja Madnani

**Talent**

*Its: Authorized Signatory*

\_\_\_\_\_  
Date

An *Authorized Signatory's* signature is required only if *Pre-existing Creations* or *Pre-existing Agreements* or *Arrangements* are listed pursuant to Paragraphs 2 and 11 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment made in light of Paragraph 2 that *Pre-existing Creations*, if any, are described and explained in sufficient detail so that the likelihood of confusion between the employee's *Pre-existing Creations* and the *Intellectual Property* of a *Deloitte Entity* can be avoided or minimized in the future and further indicates that the *Pre-existing Agreements* or *Arrangements* have been obtained and reviewed and that the *Authorized Signatory* is satisfied that such *Pre-existing Agreements* or *Arrangements* will not interfere with the employee's ability to comply with the requirements of this Employment Agreement.

**EXHIBIT C**

**Proceedings**

[none, unless otherwise specified]

Yes, I do have *Proceedings* to report

No, I do not have *Proceedings* to report

My signature below certifies that to the best of my knowledge, the information I have provided above, pursuant to Paragraph 3, is complete and accurate.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

**EXHIBIT D**

**Exceptions to Post-Employment Restrictions: re: Clients**

[none, unless otherwise specified]

As specified in Paragraph 13, I agree that after a period of three (3) years from my start date or the date of my employment, as the case may be, the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on Exhibit D to support the application of the obligations of Paragraph 12 to those clients.

Yes, I do have  
Post-Employment Restrictions  
re: Clients

No, I do not have  
Post-Employment Restrictions  
re: Clients

<u>Name of Client</u>	<u>Specified Kind of Services(s) Permitted</u>
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ACCEPTED AND AGREED TO:

**Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
6718FF75DA89400...

Pooja Madnani

**Talent**

Its:     Authorized Signatory	_____
	Date

I have read and understood the above policy terms.

_____	_____	_____
Signature	Name	Date

A n *Authorized Signatory's* signature is required only if information is provided pursuant to Paragraph 13 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment that criteria in Paragraph 13 have been fully satisfied, the clients listed have been properly identified, and the kinds of services permitted have been described with sufficient specificity.

## Terms and Conditions of Service

In continuation to our offer of employment with **Deloitte Tax Services India Private Limited** (the "Employer"), please note the terms and conditions of service.

The italicized terms in these Terms and Conditions of Service are defined in **Exhibit A** of the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement hereto.

### Terms of Service

#### 1. COMPLIANCE WITH INDEPENDENCE, ETHICS AND OTHER REQUIREMENTS

Deloitte & Touche LLP performs attest services for certain of its clients and is subject to the independence requirements of, among others, the United States Securities and Exchange Commission (SEC), the United States Public Company Accounting Oversight Board (PCAOB), and the American Institute of Certified Public Accountants (AICPA). These requirements mandate that certain of the Employer's employees and their relatives be independent of some or all of such attest clients and their affiliates in accordance with the policies of Deloitte LLP and its subsidiaries (the "Deloitte US Entities").

Upon joining the Employer, you will be asked to review a listing of the attest clients and the affiliates of such clients of certain of the Deloitte US Entities and disclose relationships or financial holdings that you or your relatives may have that could affect the independence of the Deloitte US Entities. Any relationships or holdings that conflict with, among other things, the requirements of the SEC, the PCAOB or the AICPA or the independence or ethics policies of the Deloitte US Entities will need to be resolved immediately. Further, you will be required to comply with these policies throughout your career with the Employer, including, when applicable, maintaining a current list of certain of your financial interests (but not their value) in the independence tracking system.

As a condition to your joining the Employer and continued employment, you are required to complete a representation regarding your understanding of, and compliance with, independence and other matters, on a periodical basis (as requested beginning on or prior to the date of you joining the Employer, annually thereafter, and upon certain changes in your role in the Employer), the details of which are provided in the independence representation. An example copy of this representation form is available for your reference on [www.deloittenet.com](http://www.deloittenet.com). The representation should be made to the best of your knowledge and ability. It is your responsibility to consult on any matter should you be uncertain or have a question. You are also requested to refer to [www.deloittenet.com](http://www.deloittenet.com) and *Independence* for more information in this respect. The representations made by you will be subject to an audit and may be reviewed by Deloitte LLP representatives and shared with certain third parties. If you are selected for such an audit, you will need to submit certain personal financial records to Deloitte LLP's internal audit team. Please be assured that Deloitte LLP fully intends to keep all information obtained through the audit process confidential and secure. You hereby give your consent to Deloitte LLP to use the information provided by you for such purposes as provided in the policies regarding independence and ethics.

In the event you (i) do not cooperate or comply with the independence requirements, or (ii) do not complete the necessary representations, or (iii) make inaccurate representation(s); you may be subject to disciplinary action including and up to termination of employment with the Employer.

Please feel free to contact or consult *Independence* should you require any further information or if you have any specific concerns in this respect.

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#### 2. NON DISCLOSURE, NON SOLICIT AND INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AGREEMENT ("Employment Agreement")

You will be expected to sign the Employer's Employment Agreement. Please contact Talent for further details.

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#### 3. HARRASSMENT POLICY

**Administrative Policy Release ("APR") 213** is the Employer's policy prohibiting harassment. Deloitte LLP's subsidiaries located in India ("Deloitte India (Offices of the US)") are committed to providing a working environment that is free from harassment based on caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis, in accordance with applicable Indian central, state or local law. Expressly forbidden are unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Depending on the circumstances, such harassment may also include conduct such as stereotyped or demeaning remarks or gestures or the display or circulation, whether in writing or electronically, of materials or pictures offensive to persons because of their caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis in accordance with applicable Indian central, state or local law. The full policy will be accessible to you on DeloitteNet after joining Deloitte U.S. India.

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#### 4. WORKING HOURS, HOLIDAYS, LEAVES AND MATERNITY BENEFITS

You will be provided with your standard working hours, which may vary over the course of your career. The Employer may, from time to time, subject to applicable laws, require the employee to work beyond these hours.

You shall be entitled to paid holidays and leave as per the Employer's policies.

Women employees are eligible for maternity benefits as per the recent amendments (2017) in the maternity benefit act, 1961, including having 26 weeks of maternity leave with pay, as applicable.

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#### 5. RETIREMENT AGE

The age of retirement for employees of Deloitte India (Offices of the US) is 60 years. Your employment will therefore automatically terminate at the end of the month in which you attain 60 years.

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#### 6. TRANSFERS

You may be transferred, assigned, or asked to attend training at the offices of a Deloitte Entity or its clients or third parties in India or abroad with or without additional compensation. In such an event, you will also be governed by the terms and conditions of service applicable to the transfer, assignment, or training.

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#### 7. NOTICE PERIOD FOR TERMINATION OF SERVICES

The notice period for termination of your services is **60 Days** by either side and/or salary in lieu of notice period on part of the Employer only.

The Employer expects all employees to maintain the highest standards of professional conduct at all times.

In order to assure orderly operations and provide the best possible work environment, the Employer expects you to follow rules of conduct that will protect the interests and safety of all personnel, including but not limited to the Code of Ethics and Professional Conduct.

In the event of any breach of the Code of Ethics and Professional Conduct, non-performance of a contractual obligation or the terms and conditions laid down in this Annexure, or if you engage in any misconduct whether or not in connection with or affecting the business or affairs of the Employer or the work conduct, as specified by Employer, you will be subject to disciplinary action up to and including termination of your services/ employment with the Employer without any notice or payment in lieu of notice notwithstanding any other terms and conditions stipulated herein.

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#### 8. MISCONDUCT

Misconduct may include but is not limited to:

- Irregular attendance: repeated or excessive absence, tardiness or early departures/ late comings without approval.
- Unreported or unapproved absence (including overstay of leave) for more than five consecutive days or deviation from assigned and accepted schedule for more than five days.
- Falsification or manipulation in background verification process or employment records, employment information, or other records prior to or after joining the Employer.
- Falsification or manipulation of Deloitte Time & Expense (DTE).
- Knowingly providing false statements, either verbally or in written form.
- Neglect of normal duties and functions.
- Practices such as reading personal materials during working time, having obscene or inappropriate posters or screen savers at your work station, playing games at your work station, etc.
- Continued discharge of work functions that do not meet the standards reasonably expected.
- Breach of the confidentiality provision in the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement including disclosing to any unauthorized person any *Confidential Information* or *PII*.
- Willful insubordination or disobedience, whether or not in combination with another, of any lawful and reasonable instructions of any member of management or any authorised person.
- Engaging in unapproved outside employment and activities as defined in APR 218 (US & IND)



([https://deloitte.net.deloitte.com/About/Policies/Admin/Pages/218\\_OutsideEmploymentActivities\\_US.aspx](https://deloitte.net.deloitte.com/About/Policies/Admin/Pages/218_OutsideEmploymentActivities_US.aspx)).

- Installing, downloading, copying or duplicating any unauthorized or unlicensed software, programs, games, or attachments on any computer system of the Employer or of any *Deloitte Entity* or its clients.
- Engaging in any illegal activities.
- Workplace violence, including threats of physical violence.
- Corporate credit card delinquencies.
- Causing damage to the property of the Employer, any *Deloitte Entity*, its clients, or their respective personnel
- Going on or abetting a strike in contravention of any law.
- Theft of any property belonging to another, the Employer or any *Deloitte Entity*, or their respective personnel, clients, or visitors
- Possession of firearms, explosives, knives or any instruments that can be used as an injurious or deadly weapon in the workplace or at any *Deloitte Entity* sponsored event.
- Corruption, fraud, or misappropriation of funds.
- Failure to comply with the policies, guidelines, rules and regulations of the Employer or a *Deloitte Entity* as applicable.
- Excessive personal use of the Employer's telephone, fax or computer systems.
- Failure to adhere to applicable laws.
- Any act prejudicial to or in conflict with the interests of the Employer or a *Deloitte Entity*.

The above terms and conditions are based on, and should be read in conjunction with, the Employer's policies, guidelines, procedures and other rules currently applicable, including but not limited to Administrative Policy Releases (APRs) and Deloitte India (Offices of the US)'s other policies, guidelines, rules, and regulations. The above rules are subject to amendments from time to time and the amended rules, policies, procedures, and guidelines would be posted on the Employer's Intranet site i.e. <https://deloitte.net.deloitte.com/Pages/Home.aspx> for employee reference. The policies will be updated from time to time in the future and we deem to have your consent to any and all such changes. Furthermore, upon acceptance of employment with the Employer, you may be requested to read and acknowledge acceptance of various policies and guidelines of the Employer. It is expected that you will read and acknowledge all such communications.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name



### Training Agreement

On behalf of **Deloitte Tax Services India Private Limited**, please accept our congratulations on your recent offer of employment to join the Company as **Tax Consultant I** pursuant to the terms and conditions of your offer letter dated **August 26, 2024**. You made a very favorable impression with everyone you met and we are excited about the possibility of you joining the Company.

As you may be aware, as a condition of employment with the Company, you may be required to travel Overseas to attend a series of training sessions for a period of up to 90 days. This training will be a combination of classroom procedural training as well as on-site training to observe employees conducting similar work at various client locations. This training represents the confidence we have in your ability to be a valuable member of the practice of the Company.

As per Company policy, we kindly bring to your attention that all employees attending training overseas are required to sign a Training Agreement which will obligate the employee to repay a calculated amount of the costs associated with the training, only if the employee resigns his/her position or are terminated for cause within a specified period after completion of the training (usually between 6 to 18 months). This repayment obligation disappears after the specified period of time has lapsed. We all look forward to seeing you again soon and having you join our team of outstanding professionals.

Sincerely,

For **Deloitte Tax Services India Private Limited**

DocuSigned by:

*Pooja Madhani*

6718FF75DA89400...

By:

Signature

**Authorized Signatory**



**Deloitte Tax Services India Private Limited**  
**Deloitte Tower Survey No. 41 Gachibowli Village, Ranga**  
**Reddy District, CIRCLE 3, Hyderabad - 500032, Telangana,**  
**India**

**Tel: +91 040 67621000**  
**www.deloitte.com**

**Subject: Offer of Employment**

**Dear AVINASH PANDA:**

On behalf of **Deloitte Tax Services India Private Limited** (the "Employer" or "Company"), I am pleased to confirm our offer of employment to you as **Tax Consultant I** based in **Hyderabad**.

We extend this offer, and the opportunity it represents, with great confidence in your abilities. You have made a very favorable impression with everyone you met and we are excited with the prospect of you joining our organization on **JUNE 26, 2022**.

Your immediate manager will communicate details of your role and work responsibilities in the initial weeks of your joining the Employer. During your employment, the Company may require you to work on any project that you are assigned to, on any technical platforms/skills and nature of the project, in differentiated work timing, at designated work space and location as may be decided by the company.

As part of your annual compensation, you will receive a Total Salary of **Rs 382500** and, will be eligible for a performance linked variable bonus. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount could vary depending upon the business and individual performance each fiscal year and, in some situations, could exceed the payout range indicated. Any amounts paid will be subject to statutory and other deductions as per Employer policies and practices. The details of your compensation breakdown are provided in the attached Annexure A.

As an incentive to join the Company, you are eligible to receive a joining bonus of **Rs./₹ 100,000/-** subject to your reporting for full-time employment on **JUNE 26, 2022**. This amount will attract applicable taxes and will be processed as part of your first month's payroll. You will have an obligation to repay the entire amount of your joining bonus if you resign your position or are terminated for cause by the Company within **12 months** of your start date.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

Your employment with us will be governed by the Terms and Conditions as detailed in **Annexure B**, as well as any and all rules, regulations, guidelines, policies and practices of the Employer, which may be amended from time to time. Deloitte LLP and its U.S.-based subsidiaries (the "Deloitte U.S. Firms") requires their employees to make the necessary representations regarding independence and other matters. Because the Employer is an Indian subsidiary of Deloitte LLP, we must also comply with these independence requirements. Accordingly, this offer is conditional upon you agreeing to make such representations under the Employer's Independence Representations requirements, as further explained in **Annexure B**.

Your compensation details are confidential, and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization. We would like you to join the Employer on, or an alternative mutually agreed upon date.

This offer letter, together with the Annexures described herein, and the Non-Disclosure, Non Solicit and Intellectual Property Rights Assignment Agreement, the Information Security Policy (which you are required to sign upon joining), constitute the entire agreement between the parties with respect to the subject matter of this offer, and supersedes all other previous or contemporaneous oral or written representations, understandings or agreements relating to the subject matter of this offer between you and the Employer or its affiliates.

In compliance with applicable laws, Deloitte India (Offices of the US) provides its professionals with home pick-up and drop transport services within **pre-defined** boundary if their shift timings are between 8:30 p.m. - 6:00 a.m. in Hyderabad, 9:00 p.m. - 6:00 a.m. in Mumbai, Pune; 7:00 p.m. - 6:00 a.m. in Gurugram, 8:00 p.m. - 6:00 a.m. in Bengaluru, Chennai, and Kolkata.


This letter and **Deloitte Tax Services India Private Limited** employment application are intended to be final. To accept the offer and the terms of this letter, please sign below in the space provided within three business days.

everyone you have interviewed with joins me in extending to you congratulations and warm regards. We look forward to you joining our team.

Sincerely,

**For Deloitte Tax Services India Private Limited**

Best regards,

By:   
Signature

**Authorized Signatory**

**Acceptance**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Annexure A****Tax Consultant I -**

<b>Description</b>	<b>Monthly</b> (Rs. per month)	<b>Annual</b> (Rs. per Annum)
Basic Pay	<b>17,500</b>	<b>210,000</b>
House Rent Allowance (HRA)	<b>8,750</b>	<b>105,000</b>
Special Allowance <sup>1a &amp; 1b</sup>	<b>11,867</b>	<b>142,404</b>
Leave Travel Allowance <sup>2</sup>	<b>1,750</b>	<b>21,000</b>
Differential Allowance	<b>5,833</b>	<b>69,996</b>
Meal Card <sup>3</sup>	<b>2,200</b>	<b>26,400</b>
Employer's contribution to PF	<b>2,100</b>	<b>25,200</b>
<b>Total Salary (in Rs.)</b>	<b>50,000</b>	<b>600,000</b>
Variable Bonus*	You are eligible for a performance linked variable bonus. It will be paid out at the end of the fiscal year, as applicable and on the basis of your individual performance and performance of the business	
Medical Insurance Premium <sup>4</sup>	<b>3,014</b>	<b>36,167</b>

\*The Variable Bonus will vary, primarily based on your individual performance and the performance of the business, during the Employer's fiscal year which is June through May. Your performance will be formally assessed as a part of the Employer Performance Review Cycle Process. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount will vary depending upon the business and individual performance and in some circumstances, could exceed the payout range indicated. The performance of all the employees who have joined the Employer prior to March 1st will be assessed for the fiscal year ending in May. The disbursement of a Variable Bonus, if applicable, is subject to you being active on the rolls of the Employer, during the Annual Incentive Program payout cycle for the fiscal year. For employees joining during the period March 1st to May 30th, a prorated Variable Bonus, if applicable, will be based on the first year-end review ratings in the subsequent year and paid during the Annual Incentive Program payout cycle of that year. The Variable Bonus will not be paid in the event of termination of employment for any reason on or before the disbursement time. The application and interpretation of, and any determinations related to, the Variable Bonus is at the sole discretion of Employer. Employer may amend or terminate the Variable Bonus at any time. All compensation and benefits are based on employee's position with the Employer in India.

Contd/-....

Annexure A

<sup>1</sup>All employees may claim tax exemption, subject to tax rules from time to time, from their Special Allowance component, expenses incurred towards communication and Driver / Fuel & Maintenance Expenses as per eligibility mentioned below:

**Employee Level -  
Tax Consultant I**

<sup>1a</sup>Communication Expenses

<sup>1b</sup>Fuel Expenses

*Only one Post paid mobile, one Land Phone  
and One internet connection bill(s) can be  
claimed.*

*Petrol / Driver / Insurance / Repairs &  
Maintenance*

**Rs./₹ 3,000/-** per month

**Rs./₹ 7,500/-** per month

<sup>1a</sup> The internet/telephone/mobile bills should be in the Employee's name.

<sup>1b</sup> For claiming vehicle running expenses (Driver / Fuel / Repairs & Maintenance expenses) the vehicle has to be in the name of the Employee and the current tax rules are as under. The above limits will be applicable for all those who are on company car lease program and the below limits will apply for all those who are on self-owned car. In case of company leased car, taxability would be as per the current perquisite valuation rules.

Nature of Expenses	Own Vehicle –Maximum Tax exemption limit per month		
	4 Wheelers (Engine Capacity)		
	<= 1600 cc	> 1600 cc	Two Wheelers
Fuel & Maintenance	Rs. 1,800	Rs. 2,400	Rs. 900
Driver's Salary	Rs. 900	Rs. 900	Not applicable

All employees at and above **Senior Staff** are eligible for the company car lease program. If you choose to avail of this benefit, the amount towards lease rental will be paid by the firm on your behalf to the leasing company and your compensation structure will be adjusted accordingly. A revised letter with the new compensation structure will be issued that will supersede this letter for all practical purposes.

<sup>2</sup> The Leave Travel Allowance (LTA) will be paid on a monthly basis as an allowance with tax deducted at source. If you choose to avail the tax benefit on LTA, you should submit proof of expenses incurred by you for Self and / your immediate dependents. The taxability or otherwise of LTA will be as per the Income Tax Act 1961, details of which will form part of the LTA Form.

<sup>3</sup> Meal Card amount will be credited at the start of each month and for the first month (For New Hires) prorated amount will be processed as part of payroll. If not collected, it will be processed as a taxable amount with the salary.

<sup>4</sup> Annual Floating Medical Insurance Coverage for self and **6 dependents** is being paid by the Employer on your behalf. The premium amount is subject to change every year post renewal of insurance policy. In case you opt for an enhancement of the coverage limit, the additional premium will be adjusted accordingly from the special allowance.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

You may also be eligible to either a One-time Stipend or a temporary lodging basis joining the registered office location, you will receive a survey from Deloitte prior to your joining.

You may select the best option for availing the relocation assistance. If an employee who has availed this reimbursement decides to quit within 18 months from the date of relocation claim for whatever reason, the relocation reimbursement paid to the employee will be recovered in full, from the employee's full and final settlement.

By joining the Company, you will become a member under the 'Deloitte USI Employees Welfare Trust' and may be required to make a nominal contribution as a member.

Original bills towards the above components should be submitted during the Income Tax fiscal period evidencing the expenditure to get Income Tax exemption, failing which the same will attract applicable Income Tax.

Submission of false, tampered or altered bills as proof of expense for any of the above components will result in disciplinary action including termination of employment.

**Your compensation above is subject to income tax deduction per rules and guidelines prescribed under the prevailing tax laws. This may change from time to time in line with the amendments done in tax laws.**



## Annexure B

### **Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement ("Employment Agreement")**

In consideration of my employment by **Deloitte Tax Services India Private Limited**, an Employer incorporated under the provisions of the Companies Act, 1956 and having its registered office **Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District, CIRCLE 3, Hyderabad - 500032, Telangana, India** (the "Employer") as **Tax Consultant I** - and other valuable consideration, I acknowledge and agree that:

#### **PRELIMINARY MATTERS**

**1. Defined Terms.** The italicized terms in this agreement (the "Employment Agreement") are defined in **Exhibit A** hereto.

**2. Pre-existing Agreements or Arrangements.** I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Agreements or Arrangements*. The Employer expects me to abide by all restrictions or obligations that are contained in such Pre-existing Agreements or Arrangements and to avoid involvement, while employed by the Employer, in any matter that could pose a conflict as a result of confidential information or intellectual property obtained by me prior to my *Employment*. I further represent that none of these restrictions or obligations, including those set forth in any non-compete agreements with prior employers, is inconsistent with my acceptance of the Employer's offer of *Employment* or my becoming, and serving as, **Tax Consultant I** of the Employer. To the extent applicable and if I am joining the Employer after having served as an employee or official of the United States Government, I further represent that: (1) I have disclosed my prior participation, if any, in any discussions or negotiations with, or decisions to award contracts to, the Deloitte U.S. Firms while I was employed by the United States Government; and (2) I had either recused myself or had not played an active role in the applicable United States Government agency's decision to award any contracts to the Deloitte U.S. Firms while I was employed by the United States Government.

#### **PROTECTION OF OUR BUSINESS**

**3. Reporting of Proceedings.** Except as provided by law and except as I have disclosed in writing on **Exhibit C** to this Agreement, I represent and warrant that I have no *Proceedings* to report. Should I become a subject of any *Proceedings* during my association with the Employer, I agree to immediately report, in writing, all relevant facts to the Chief Talent Officer of Deloitte LLP, the Regional Talent Director of the Employer, and the Chief Ethics and Compliance Officer of Deloitte LLP. I understand that my responses are subject to audit and review by the Employer and others in accordance with applicable professional, ethical, legal, or Employer requirements, rules, regulations, policies, or practices, or other requests.

**4. Confidentiality.** I acknowledge that, by virtue of my *Employment*, I will acquire and be exposed to, have access to, make use of and/or create *Confidential Information*. Therefore, I agree to hold in trust and confidence all such *Confidential Information*. I will neither disclose any such *Confidential Information* to anyone outside a *Deloitte Entity* without the prior written approval of an *Authorized Signatory*, except as required by my authorized duties for the Employer, nor use any such *Confidential Information* for any purpose other than for the benefit of a *Deloitte Entity*.

**5. Third Party Information and Property.** I agree that during my *Employment*, I shall not use or disclose any confidential information or intellectual property of any former employer or other person or entity without the prior written authorization of such employer, person or entity and the prior written consent of an *Authorized Signatory*. If I were to use or disclose any such Confidential Information or Intellectual Property without prior consent, and any of the *Deloitte Entities* become the subject of any claim from a third party regarding such unauthorized use or disclosure, I agree to hold harmless and indemnify the *Deloitte Entities* for any legal defense costs and/or damages related to any such claim.

**6. Authorization.** Only employees of the Employer holding a senior or managerial position with the Employer will be authorized by a specific authorization, delegation, or power of attorney to sign legal documents, representing the Employer. Similarly, only such authorized employees of the Employer may speak about the Employer, the business and plans, various client-related projects etc.

**7. Competing Activities and Conflict of Interest.** During the period of my *Employment* I will not, directly or indirectly, participate in or in any way render services or assistance to any business that is or may be competitive with a *Deloitte Entity*, whether or not for compensation, or engage in any conduct which might result in, or create the appearance of using my position for private gain or other than for the benefit of a *Deloitte Entity*, or otherwise create a conflict, or the appearance of a conflict, of interest with a *Deloitte Entity*. Such conduct shall include, but not be limited to, having an undisclosed financial interest in any vendor or supplier of a *Deloitte Entity*, accepting payments of any kind or gifts other than of a nominal value from vendors, clients or suppliers, or having an undisclosed relationship with a family member or other individual who is employed or

associated with any entity in active or potential competition with a *Deloitte Entity*, and which creates a conflict of interest. I represent and warrant that I am not currently aware of any present or past violation of this provision.

**8. Authorization to Access Systems and Electronic Communications and use of Deloitte Property.** I understand that while employed with a *Deloitte Entity*, I will use and have access to the Systems. I also acknowledge that a *Deloitte Entity* has the right at any time to access, retrieve, delete, monitor, examine, use and/or disclose my Electronic Communications and information from (or about) me and the content, without notice to me, and that such *Electronic Communications* are considered part of a *Deloitte Entity's* business and client records and are not to be considered private or personal to me or any other *Personnel*. I further acknowledge that this right extends to *Electronic Communications* transmitted for either a business or personal purpose.

I agree that I am authorized to access the *Systems* only for approved business purposes and occasional personal use if such use does not interfere with my work responsibilities and other required business activities, business operations, or *Systems* performance. However, I also acknowledge that such occasional personal use does not create an expectation of privacy as to any of my personal *Electronic Communications* and, as such, are *Deloitte Property*.

I further acknowledge that I am not authorized to use the *Systems* for personal gain or any illegal or unethical use. I agree that under no circumstances am I authorized to access any of the *Systems* for the purpose of obtaining *Deloitte Property* for a competitor of a *Deloitte Entity*, transmitting *Deloitte Property* to me (e.g., emailing *Confidential Information* to my personal email address) or to a third party for purposes other than furthering the business objectives of a *Deloitte Entity*. I am not authorized to download a *Deloitte Entity's Confidential Information* or other *Deloitte Property* to removable media such as a CD Rom, disk or thumb drive other than as authorized for furthering the business objectives of a *Deloitte Entity*.

I will be responsible for the safe keeping and return in good condition and order of all the *Deloitte Property* that may be in my use, custody, care or charge. For the loss of any *Deloitte Property* in my possession or custody or for which I have been assigned responsibility, the Employer will have a right to assess on its own basis and recover from me, the damages in respect of such materials (out of the amounts due to me or otherwise) and to take such other legal action as it deems appropriate including termination of my employment without notice or payment in lieu thereof in the event of my failure to account for such material or property to its satisfaction.

**9. Security.** I am provided with a worktable and lockable storage space. I will ensure they are locked when unattended and understand that a duplicate key will only be provided if I sign for it. I am required to display my identity card to the appropriate security personnel on demand and at all times within the office premises.

**10. Ownership of Works.**

a. I agree that the Employer owns all rights, title and interest in and to all *Works*.

b. I agree that all *Works* are deemed works made for hire under India copyright or applicable laws or equivalent laws of any applicable foreign jurisdiction, and all *Intellectual Property Rights* therein vest automatically in the Employer upon creation of the *Works*. I agree that, to the extent any *Work* is held not to be a work made for hire, I hereby irrevocably assign all *Intellectual Property Rights* in the *Work* to the Employer. Notwithstanding anything contained in Section 19(4) of the Indian Copyright Act, 1957, I agree that such assignment shall continue to be in force for perpetuity irrespective of whether or not the Employer exercises its rights as the assignee for any period of time.

c. I will at all times, even after termination of my *Employment*, do whatever the Employer reasonably requests of me, at the Employer's expense, to document the assignment of any *Works* to the Employer or to assist the Employer in pursuing, renewing, extending or assigning any *Intellectual Property Rights*, and otherwise perfecting, protecting and enforcing said *Intellectual Property Rights* in, any *Works*. I agree that, as between me and the Employer, the Employer shall be the sole author, inventor, and owner of all such *Works* and *Intellectual Property Rights* therein throughout the world, and that the Employer shall have the sole right to seek copyright registrations, patents or trademark registrations, including all extensions and renewals thereof. I also hereby agree that I waive all moral rights in any *Works*.

I also agree to assign all my right, title and interest in and to any particular *Works* to a third party as directed by the Employer.

In the event the Employer is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraphs, I hereby irrevocably designate and appoint the Employer and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and in my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraphs with the same legal force and effect as if executed by me. I hereby waive any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any *Works* assigned hereunder to the Employer.

d. During a 12 month period after termination of my *Employment*, I agree that any *Intellectual Property* I create or conceive that results from and is related to any work assigned to or performed by me for the Employer, or that was created using *Deloitte Property*, is a *Work* that is subject to Paragraph 10 (b) above. For purposes of clarification, the foregoing provision is in addition to, and not in limitation of, any rights and remedies the Employer may have under the applicable laws protecting *Intellectual*



*Property of the Deloitte Entities.*

e. I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Employer) of all *Works* developed by me during the period of my employment with the Employer, which records shall be available to and remain the sole property of the Employer at all times.

**11. Pre-existing Creations; Personal Creations.** My obligations in Paragraph 10 do not apply to *Pre-existing Creations* and *Personal Creations*. I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Creations*. I acknowledge and agree that I will not assert any ownership rights against the *Deloitte Entities*, or their respective clients, with respect to any *Pre-existing Creations* unless they appear on **Exhibit B**, and **Exhibit B** has been accepted and agreed to by an *Authorized Signatory* who has signed at the bottom of such **Exhibit B**. I further agree that I shall not use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment* without the prior written consent of an *Authorized Signatory*. To the extent that I use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment*, I agree that, except as otherwise provided in a written agreement executed by me and the Employer, I hereby grant to the Employer an irrevocable, royalty free, perpetual, fully paid up, transferable, sub-licensable license to use, reproduce, distribute, display, perform, modify and create derivative works of and otherwise exploit such *Pre-existing Creations* or *Personal Creations* for any purpose including, but not limited to, client engagements.

**12. Post- Employment Restrictions re: Clients.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or serving of certain clients related to my work for a *Deloitte Entity* would necessarily involve the unauthorized use or disclosure of *Confidential Information*, and the proprietary relationships and goodwill of the *Deloitte Entities*, and, in the case of my serving of certain clients, could compromise the full compliance of the Employer or another *Deloitte Entity* with the applicable laws, rules and regulations of a U.S. or India regulatory body or other independence-related requirement of a regulatory body. Accordingly, during the period of my *Employment* and for a period of one year thereafter, I will not, directly or indirectly, solicit or provide services to any existing client of a *Deloitte Entity* with which I had personal contact and provided services during the two-year period prior to termination of my *Employment*.

**13. Exceptions to Post- Employment Restrictions re: Clients.** I understand that the obligations of Paragraph 12 will not apply for a period of three (3) years after my start date or the date of my promotion or transfer to clients of a *Deloitte Entity* and/or certain specified kinds of services rendered to such clients that meet all of the following criteria: (a) are personal clients of mine who came to a *Deloitte Entity* solely to avail themselves of certain specified kinds of services rendered by me and only as a result of my own independent recruitment efforts, which a *Deloitte Entity* neither subsidized nor otherwise financially supported as part of a program of client development, (b) are listed on **Exhibit D** expressly by name with respect to client and with sufficient specificity with respect to the kinds of service(s) that I will be permitted to render, and (c) are accepted and agreed to as to their listing on **Exhibit D** by an *Authorized Signatory* who has signed at the bottom of such Exhibit. I agree that after a period of three (3) years from my start date or the date of my promotion or transfer the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on **Exhibit D** to support the application of the obligations of Paragraph 12 to those clients.

**14. Future Employment with Clients.** Except as otherwise provided herein, I understand that I am not prohibited from accepting employment with a client (or an affiliate of such client) of a *Deloitte Entity*. Before entering into substantive discussions with an *Attest Client* regarding any employment opportunity, I acknowledge and agree that during my *Employment* and for five years thereafter I must first notify *Independence* and obtain prior written approval from *Independence*. I acknowledge and understand that it is the intent of the Employer to interpret and apply this provision (a) in an effort to ensure the full compliance of the *Deloitte Entities* with applicable U.S. and India laws, rules, and regulations; (b) to serve the public interest; and (c) to protect the legitimate interests of the *Deloitte Entities* or their respective *Attest Clients* under applicable U.S. or India laws, rules and regulations in a manner that is no greater than is reasonably necessary to protect such interests and without being unduly harsh and oppressive to me and my interests in future employment with an *Attest Client*. Further, I acknowledge and agree that because of, among other things, the importance of the *Deloitte Entities* remaining in compliance with applicable independence rules, such approval may be withheld by *Independence* in the event that my employment with an *Attest Client* would, in the view of Deloitte LLP, be inconsistent with applicable laws, rules and regulations or jeopardize the independence of a *Deloitte Entity* with respect to such *Attest Client*.

**15. Restrictions re: Personnel and Contractors.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or hiring or of any of its *Personnel* or contractors of the *Deloitte Entities*, or my participation in their hiring, admission or retention, would necessarily involve the unauthorized use or disclosure of *Confidential Information* or the proprietary relationships and goodwill of the *Deloitte Entities*. Accordingly, during my *Employment* and for one year thereafter, I will not, directly or indirectly, (a) solicit or attempt to solicit, or participate in the solicitation of or any attempt to solicit any *Personnel* to leave a *Deloitte Entity*, or to join any firm or business with which I may be or become affiliated; (b) participate in the hiring or admission of any *Personnel*; or (c) cause a contractor of a *Deloitte Entity* to cease providing services to, with, or on behalf of the *Deloitte Entity*.

**16. Post- Employment Restrictions re: Deloitte Property.** Upon termination of my *Employment*: (a) I will not use or disclose *Deloitte Property*, including, but not limited to, *Confidential Information* and *Works*, for any purpose; (b) I will not retain or take with me any *Deloitte Property*; (c) I will immediately deliver to a *Deloitte Entity* at any location that it designates, at my expense, within one business day after the termination of my *Employment* or on an alternate date designated by a *Deloitte*

*Entity*, any *Deloitte Property* that I may then or thereafter hold or control; and (d) I agree to allow a *Deloitte Entity* to inspect any of my personal or home computers, including smart phones, tablet computers, or any device, media or location capable of storing electronic data, to determine whether any *Deloitte Property* resides on such computers and to permit a *Deloitte Entity* to remove such *Deloitte Property*.

## OTHER POST- EMPLOYMENT OBLIGATIONS

**17. Transition of Work and Cooperation.** Upon termination of my *Employment* for any reason, I will cooperate with a *Deloitte Entity* in all matters relating to the completion of pending work and its orderly transfer. I will also cooperate fully with a *Deloitte Entity* in connection with any threat of or actual legal proceeding against a *Deloitte Entity* or any client, customer or licensor of a *Deloitte Entity* arising out of any matter with or of which I had contact or knowledge during my *Employment*.

**18. Notification of Post- Employment Obligations.** I agree that prior to accepting employment or affiliation with another firm or business I will advise such firm or business of my duties and obligations under this Employment Agreement. After my *Employment* ends, I agree that a *Deloitte Entity* shall be permitted to advise any firm or business with which I have accepted an offer of employment or affiliation concerning my duties and obligations under this Employment Agreement.

**19. Certification.** I agree that during or after my *Employment* I will, if requested, provide written certification in such form as the Employer may require that I have complied with my obligations hereunder, including, without limitation, those obligations set forth in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15 and 16 of this Agreement.

## OUR ENFORCEMENT RIGHTS AND REMEDIES IN THE EVENT OF A BREACH

**20. Equitable Relief and Attorney's Fees.** I acknowledge and agree that a breach of this Employment Agreement, including, but not limited to, a breach of my duties and obligations under the terms and conditions of Paragraphs 4, 5, 7, 8, 9, 10, 12, 14, 15 or 16 would cause irreparable harm to the *Deloitte Entities* and that, in addition to other remedies, the Employer on behalf of itself or another *Deloitte Entity* is entitled to a temporary restraining order, an injunction or other equitable relief to prevent any such breach. I also acknowledge that, to the extent permitted by law, a *Deloitte Entity* will be entitled to the payment of the *Deloitte Entities'* reasonable costs and attorney's fees incurred in enforcing this Employment Agreement. I also acknowledge that, to the extent permitted by law, the Employer may request that a court extend the one year period following the termination of my *Employment*, as provided in Paragraphs 12 and 15, to correspond with the period that I participated in activities prohibited by Paragraphs 12 and 15.

**21. Liquidated Damages: Client Fees.** I agree that in the event of a breach under Paragraph 12, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

**22. Liquidated Damages: Compensation.** I agree that the precise amount of damages flowing from a breach under Paragraph 15 would be impracticable or extremely difficult to ascertain in an actual amount. Therefore, I agree that in the event of a breach under Paragraph 15, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by or owed to any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

**23. Right of Inspection.** I agree to permit the Employer (or to use my best efforts to enable the Employer) to inspect my books and records (and the books and records of any entity which employs or is associated or affiliated with me), upon request and at reasonable times, to enable the Employer to confirm the calculations described above and to verify compliance with Paragraphs 12 and 15. The Employer shall keep confidential any proprietary information obtained, except as may be necessary or desirable to enable the Employer to enforce its rights under this Employment Agreement and except as may be required by any statute, court or administrative order to decree or government ruling or regulation.

**MISCELLANEOUS**

**24. Governing Law; Choice of Forum.** This Employment Agreement is deemed to have been executed in the Employer's office in **Hyderabad, Telangana, India** and will be construed and governed in accordance with the laws of the Republic of India without regard to its conflicts-of-law principles. You agree to submit to jurisdiction before any court of record in which the Employer's office to which you were assigned is located, or in which a breach of this Employment Agreement may occur, at the election of the Employer, and you waive any right to raise questions of personal jurisdiction or venue in any action the Employer may bring against you in any such court. You further agree to accept service of process/summons/legal notice from the Employer when that process/summons/legal notice is either sent to your last known address by certified mail or served by any other means permitted under the law of the jurisdiction in which the Employer may bring an action against you.

**25. Modifications.** My obligations hereunder may not be changed or modified, released, discharged, abandoned or terminated, in whole or in part, except by an instrument in writing signed by an *Authorized Signatory*.

**26. Severability.** Every provision of this Employment Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such term or provision will be enforced to the maximum extent permitted by law and, in any event, such illegality or invalidity shall not affect the validity of the remainder of the Employment Agreement.

**27. Blue-Penciling.** If any court determines that any provision of this Employment Agreement, or any part hereof, or the application of any such provision, or any part hereof, to any person or circumstance is unenforceable or void, such court shall have the power to modify such provision, or any part hereof, to the extent necessary to render it legal and enforceable while preserving its intent, or if such modification is not possible, by substituting therefore another provision that is legal and enforceable and that achieves the same objective.

**28. Waiver.** None of my obligations under this Employment Agreement shall be deemed to have been waived by the Employer except if the giving of such waiver is contained in a written notice given to me and no such waiver shall be deemed to be a waiver of any other or further obligation I have under this Employment Agreement.

**29. Entire Agreement.** This Employment Agreement, the Employer's employment application, the Terms and Conditions of Service issued pursuant to the offer of employment and any documentation employing me or transferring me to the Employer, contain the entire understanding between me and the Employer or any other *Deloitte Entity* with respect to the subject matter hereof and supersedes all prior representations, warranties, and agreements with respect to such subject matter, and no representations, warranties or other covenants exist with respect to such subject matter that are not contained or expressly referred to herein. Notwithstanding the foregoing, any written agreement between a *Deloitte Entity* and me with respect to the subject matter hereof that was signed by me prior to the effective date of this Employment Agreement shall remain valid and enforceable according to the terms of such agreement with respect to all acts and omissions occurring prior to the effective date of this Employment Agreement. In the event of a conflict between this Employment Agreement and the employment application or any other document purporting to set forth terms and conditions of my *Employment*, this Employment Agreement will control.

**30. Transfer and Assignment.** Unless as the Employer shall otherwise determine, the rights, obligations and benefits of the Employer under this Employment Agreement, including but not limited to those rights and benefits relating to my post-Employment obligations set forth in this Paragraph 30 and in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19 and 23 above, are transferred and assigned, in whole or in part (as the Employer shall determine) and without the need for my consent or the formality of documentation or prescribed processes, to (a) any *Deloitte Entity* in connection with my transfer to that *Deloitte Entity* or (b) any entity that acquires all or a part of the assets or business of the Employer. All provisions of this Employment Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, representatives, successors, and assigns of the Employer and me, and any *Deloitte Entity* to which I may be transferred during my *Employment*, provided, however, none of my duties or obligations under this Employment Agreement may be assigned or transferred by me to any other person or entity without the Employer's prior written approval of such assignment or transfer. Any purported assignments in violation of this Paragraph 30 shall be null and void.

**31. Headings.** The headings contained in this Employment Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Employment Agreement.

I have read the foregoing, understand it, and agree to comply with its terms.

**For Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
 6718FF75DA89400...

Pooja Madhani

**Talent**

**Authorized Signatory**

Effective as of , I accept all the terms and conditions of the Employer as stipulated in this Employment Agreement.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

**EXHIBIT A**

The definitions below apply to the italicized terms that appear in the Employment Agreement (including the exhibits):

**Attest Client** – attest client (or an affiliate of such client) of Deloitte & Touche LLP or a *Deloitte Entity*.

**Authorized Signatory** – a director, officer or other person who is authorized to sign on behalf of a *Deloitte Entity*.

**Confidential Information** – any information not generally known to the public, in any *Form*, that (1) relates to the operation of a *Deloitte Entity* or provides the *Deloitte Entities* with a competitive advantage, (2) consists of Personally Identifiable Information (*PII*) or other personal information about *Personnel*, client and other third party personnel, independent contractors, subcontractors, agents, vendors, suppliers or others which the Employer or another *Deloitte Entity* receives in the course of business, and (3) all other information entrusted to the Employer or another *Deloitte Entity* by clients and other third parties. *Confidential Information* includes, but is not limited to, *Intellectual Property*, supplier information, designs, business or marketing plans, forecasts and financial information, tax returns, tax identification numbers, agreements, client or prospective client lists, specific information about clients or prospective clients such as preferences for specific products and services, client or prospective client needs based on financial history and past purchases of services, client or prospective client development plans, specific rates charged to a client or offered to a prospective client and other business or client records. *Confidential Information* also includes, but is not limited to, debit or credit card information, employment applications, organization charts, performance ratings and other personnel records.

**Deloitte Entity** – the Employer, Deloitte LLP, and any corporation, company, partnership, limited liability company or other entity (a) that (i) is owned, directly or indirectly, in whole or in part, by Deloitte LLP (the “Deloitte U.S. Firms”), including but not limited to Deloitte LLP subsidiaries in India, the Deloitte Touche Tohmatsu verein, Deloitte Global Services Limited, Deloitte Global Services Holdings Limited, Deloitte Touche Tohmatsu Limited (“DTTL”) or any member firm of DTTL or affiliate thereof (collectively, the “DTTL Member Firms”) or (ii) controls, is controlled by or is under common control with any of the entities listed in clause (i); or (b) in which any *Personnel* participated on its behalf, or carried out any duties with respect to its affairs. For purposes of this Employment Agreement, the term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract, or otherwise.

**Deloitte Property** – *Confidential Information*, *Systems*, equipment, debit and credit cards issued in connection with my *Employment*, furniture, facilities and any and all other materials owned, licensed or leased by a *Deloitte Entity*, including, without limitation, computerized or electronic information and all copies thereof in any form or media, created by, furnished to, obtained by or prepared by me in the course of my employment in any capacity.

**Deloitte India (Offices of the US)** - The following companies shall be deemed to be the affiliates of each other and are collectively referred to as Deloitte India (Offices of the US): (i) Deloitte Consulting India Private Limited (ii) Deloitte Tax Services India Private Limited (iii) Deloitte Support Services India Private Limited (iv) Deloitte Financial Advisory Services India Private Limited and (v) Deloitte & Touche Assurance & Enterprise Risk Services India Private Limited.

**Electronic Communications** – all text, audio, video, images, information, data, files and attachments created, displayed, sent, received, posted, accessed or stored, whether deleted or not, by means of the *Systems*.

**Employment** – the nature of my relationship with the Employer or a *Deloitte Entity* pursuant to this Employment Agreement. Alternatively, and depending on context, *Employment* is the period of time during which this relationship persists.

**Form** - paper, computer disc, USB drive, website; any other tangible or electronic medium by which information may be stored or accessed; and human memory.

**Independence** – National Office (Independence) of Deloitte LLP.

**Intellectual Property** - works of authorship (including, without limitation, books, articles, data compilations, software and other copyrightable materials), materials, patents, inventions, designs, techniques, methodologies, processes, discoveries, know-how, ideas, trade secrets, moral rights, trademarks and other indicia of origin together with the goodwill therein, and all patent applications, copyright and trademark applications and registrations, and extensions and renewals thereof, throughout the world.

**Intellectual Property Rights** – all rights, title and interest in Intellectual Property.

**PCAOB** – the United States Public Company Accounting Oversight Board.

**Personal Creations** – *Intellectual Property* that meet all of the following criteria: (1) it is conceived, developed, and created by me on my own time without using *Deloitte Property* or *Personnel* (during work hours), facilities, *Confidential Information* or *Works* of a *Deloitte Entity*, (2) it is unrelated to the actual or reasonably anticipated business or research and development of a

*Deloitte Entity*, and (3) it does not result from any work performed by me and the *Personnel* (during work hours) for a *Deloitte Entity*.

**Personnel** – partners, principals, members, officers and employees of a *Deloitte Entity*.

**PII** – information (excluding business contact information such as an individual's name and one or more of the following: organization name, organizational title, organizational role, business address, business telephone number (including business cell phone number and business email address) relating to an identified or identifiable natural person. An identifiable natural person is a natural person who can be identified, directly or indirectly, by reference to an identification number or factors specific to his or her physical, physiological, mental, economic, cultural or social identity. Set forth below is a non-exclusive list of information that constitutes PII when such information relates to an identified or identifiable natural person:

- Account number (bank account, credit card, etc.)
- Address
- Biometric identifier
- Certificate or license number
- Date of birth
- Government identifiers (such as PAN)
- Name\*
- Personnel Number
- Photograph or video identifiable to an individual
- Vehicle identifier or serial number
- Other information related to an individual that may directly or indirectly identify that individual (e.g., salary, performance rating, purchase history, call history, etc.)

\* Note: When an individual's name is used with PII that is not business contact information, it is included in the definition of PII.

**Pre-existing Agreements or Arrangements** – agreements or arrangements that (1) relate to any *Pre-existing Creations*; or (2) may affect my ability to comply with the requirements of this Employment Agreement, including all contractual and other restrictions or obligations with other parties, including any post-employment restrictions and required notifications to the extent applicable under 18 United States Code §207, CFR 3.104-4, and India laws, rules and regulations that may or will impose limitations on my professional activities during my *Employment* (such as any non-compete agreements with prior employers and the one-year ban on lobbying contacts).

**Pre-existing Creations** – any *Intellectual Property* and *Intellectual Property Rights* that were developed or created by me, alone or with others, or otherwise acquired by me, before the period of my employment in any capacity with the Employer, in which I claim any ownership or right.

**Proceedings** – past or pending (1) actual or threatened claims or complaints of, or arising out of service to, present or former clients, (2) regulatory, self-regulatory, disciplinary, administrative, civil or criminal investigations, inquiries, charges, complaints, actions, sanctions, alternative dispute resolution proceedings, other proceedings or matters (other than criminal proceedings which relate solely to the operation of a motor vehicle) of any kind or nature, in India or any other jurisdiction, against me, including criminal proceedings arising out of my provision of professional services, proceedings brought by a professional association, or proceedings involving the Securities and Exchange Board of India, United States Securities and Exchange Commission or the PCAOB, other professional bodies like the Institute of Chartered Accountants of India or (3) matters of any kind or nature which could adversely affect my association with the Employer or my ability to perform my duties or responsibilities to the Employer, whether set forth in this Employment Agreement or otherwise, or my registration with or licensure by any governmental, quasi-governmental, or other regulatory agency, body or entity, in or outside the United States or India.

**Systems** – the communications systems or any part of such systems that a *Deloitte Entity* owns, licenses or operates and approves for use, including, but not limited to, e-mail, text messaging, Lotus Notes, Deloitte Online (eRoom), instant messaging, local area network, wide area network, Intranet (e.g., DeloitteNet, D Street), Internet, extranet, collaborative tools (e.g., blogs, wikis, etc.), laptop and desktop computers, servers, air cards, Personal Digital Assistants, cell phones, telephones and voicemail.

**Works** – all *Intellectual Property*, in any *Form*, created by me, alone or with others, during the period of my *Employment* that (1) is created within the scope of my *Employment*; (2) relates in any manner to the actual or anticipated business, research, or development of a *Deloitte Entity*; (3) results from any work assigned to or performed by me, alone or with others, for the Employer; or (4) is created with the use of *Deloitte Property*.

**EXHIBIT B****Pre-existing Creations; Pre-existing Agreements or Arrangements**

I understand and agree that the Employer makes no attempt to verify my claim of ownership to any of the *Pre-existing Creations* listed, and makes no admission that any *Pre-existing Creations* listed are owned by me.

[If yes, please enter details below]

Yes, I do have *Pre-existing Creations*, *Pre-existing Agreements or Arrangements*

No, I do not have *Pre-existing Creations*, *Pre-existing Agreements or Arrangements*

<b><u>Title</u></b>	<b><u>Date</u></b>	<b><u>Brief Description</u></b>
---------------------	--------------------	---------------------------------

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Print)

ACCEPTED AND AGREED TO:

**Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
6718FF75DA89400...

Pooja Madnani

**Talent**

Its: *Authorized Signatory*

\_\_\_\_\_  
Date

An *Authorized Signatory's* signature is required only if *Pre-existing Creations* or *Pre-existing Agreements* or *Arrangements* are listed pursuant to Paragraphs 2 and 11 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment made in light of Paragraph 2 that *Pre-existing Creations*, if any, are described and explained in sufficient detail so that the likelihood of confusion between the employee's *Pre-existing Creations* and the *Intellectual Property* of a *Deloitte Entity* can be avoided or minimized in the future and further indicates that the *Pre-existing Agreements* or *Arrangements* have been obtained and reviewed and that the *Authorized Signatory* is satisfied that such *Pre-existing Agreements* or *Arrangements* will not interfere with the employee's ability to comply with the requirements of this Employment Agreement.

**EXHIBIT C**

**Proceedings**

[none, unless otherwise specified]

Yes, I do have *Proceedings* to report

No, I do not have *Proceedings* to report

My signature below certifies that to the best of my knowledge, the information I have provided above, pursuant to Paragraph 3, is complete and accurate.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date



**EXHIBIT D**

**Exceptions to Post-Employment Restrictions: re: Clients**

[none, unless otherwise specified]

As specified in Paragraph 13, I agree that after a period of three (3) years from my start date or the date of my employment, as the case may be, the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on Exhibit D to support the application of the obligations of Paragraph 12 to those clients.

Yes, I do have  
Post-Employment Restrictions  
re: Clients

No, I do not have  
Post-Employment Restrictions  
re: Clients

<u>Name of Client</u>	<u>Specified Kind of Services(s) Permitted</u>
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ACCEPTED AND AGREED TO:

**Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
6718FF75DA89400...

Pooja Madnani

**Talent**

Its:     Authorized Signatory	_____
	Date

I have read and understood the above policy terms.

_____	_____	_____
Signature	Name	Date

A n *Authorized Signatory's* signature is required only if information is provided pursuant to Paragraph 13 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment that criteria in Paragraph 13 have been fully satisfied, the clients listed have been properly identified, and the kinds of services permitted have been described with sufficient specificity.

## Terms and Conditions of Service

In continuation to our offer of employment with **Deloitte Tax Services India Private Limited** (the "Employer"), please note the terms and conditions of service.

The italicized terms in these Terms and Conditions of Service are defined in **Exhibit A** of the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement hereto.

### Terms of Service

#### 1. COMPLIANCE WITH INDEPENDENCE, ETHICS AND OTHER REQUIREMENTS

Deloitte & Touche LLP performs attest services for certain of its clients and is subject to the independence requirements of, among others, the United States Securities and Exchange Commission (SEC), the United States Public Company Accounting Oversight Board (PCAOB), and the American Institute of Certified Public Accountants (AICPA). These requirements mandate that certain of the Employer's employees and their relatives be independent of some or all of such attest clients and their affiliates in accordance with the policies of Deloitte LLP and its subsidiaries (the "Deloitte US Entities").

Upon joining the Employer, you will be asked to review a listing of the attest clients and the affiliates of such clients of certain of the Deloitte US Entities and disclose relationships or financial holdings that you or your relatives may have that could affect the independence of the Deloitte US Entities. Any relationships or holdings that conflict with, among other things, the requirements of the SEC, the PCAOB or the AICPA or the independence or ethics policies of the Deloitte US Entities will need to be resolved immediately. Further, you will be required to comply with these policies throughout your career with the Employer, including, when applicable, maintaining a current list of certain of your financial interests (but not their value) in the independence tracking system.

As a condition to your joining the Employer and continued employment, you are required to complete a representation regarding your understanding of, and compliance with, independence and other matters, on a periodical basis (as requested beginning on or prior to the date of you joining the Employer, annually thereafter, and upon certain changes in your role in the Employer), the details of which are provided in the independence representation. An example copy of this representation form is available for your reference on [www.deloittenet.com](http://www.deloittenet.com). The representation should be made to the best of your knowledge and ability. It is your responsibility to consult on any matter should you be uncertain or have a question. You are also requested to refer to [www.deloittenet.com](http://www.deloittenet.com) and *Independence* for more information in this respect. The representations made by you will be subject to an audit and may be reviewed by Deloitte LLP representatives and shared with certain third parties. If you are selected for such an audit, you will need to submit certain personal financial records to Deloitte LLP's internal audit team. Please be assured that Deloitte LLP fully intends to keep all information obtained through the audit process confidential and secure. You hereby give your consent to Deloitte LLP to use the information provided by you for such purposes as provided in the policies regarding independence and ethics.

In the event you (i) do not cooperate or comply with the independence requirements, or (ii) do not complete the necessary representations, or (iii) make inaccurate representation(s); you may be subject to disciplinary action including and up to termination of employment with the Employer.

Please feel free to contact or consult *Independence* should you require any further information or if you have any specific concerns in this respect.

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#### 2. NON DISCLOSURE, NON SOLICIT AND INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AGREEMENT ("Employment Agreement")

You will be expected to sign the Employer's Employment Agreement. Please contact Talent for further details.

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#### 3. HARRASSMENT POLICY

**Administrative Policy Release ("APR") 213** is the Employer's policy prohibiting harassment. Deloitte LLP's subsidiaries located in India ("Deloitte India (Offices of the US)") are committed to providing a working environment that is free from harassment based on caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis, in accordance with applicable Indian central, state or local law. Expressly forbidden are unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Depending on the circumstances, such harassment may also include conduct such as stereotyped or demeaning remarks or gestures or the display or circulation, whether in writing or electronically, of materials or pictures offensive to persons because of their caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis in accordance with applicable Indian central, state or local law. The full policy will be accessible to you on DeloitteNet after joining Deloitte U.S. India.

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#### 4. WORKING HOURS, HOLIDAYS, LEAVES AND MATERNITY BENEFITS

You will be provided with your standard working hours, which may vary over the course of your career. The Employer may, from time to time, subject to applicable laws, require the employee to work beyond these hours.

You shall be entitled to paid holidays and leave as per the Employer's policies.

Women employees are eligible for maternity benefits as per the recent amendments (2017) in the maternity benefit act, 1961, including having 26 weeks of maternity leave with pay, as applicable.

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#### 5. RETIREMENT AGE

The age of retirement for employees of Deloitte India (Offices of the US) is 60 years. Your employment will therefore automatically terminate at the end of the month in which you attain 60 years.

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#### 6. TRANSFERS

You may be transferred, assigned, or asked to attend training at the offices of a Deloitte Entity or its clients or third parties in India or abroad with or without additional compensation. In such an event, you will also be governed by the terms and conditions of service applicable to the transfer, assignment, or training.

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#### 7. NOTICE PERIOD FOR TERMINATION OF SERVICES

The notice period for termination of your services is **60 Days** by either side and/or salary in lieu of notice period on part of the Employer only.

The Employer expects all employees to maintain the highest standards of professional conduct at all times.

In order to assure orderly operations and provide the best possible work environment, the Employer expects you to follow rules of conduct that will protect the interests and safety of all personnel, including but not limited to the Code of Ethics and Professional Conduct.

In the event of any breach of the Code of Ethics and Professional Conduct, non-performance of a contractual obligation or the terms and conditions laid down in this Annexure, or if you engage in any misconduct whether or not in connection with or affecting the business or affairs of the Employer or the work conduct, as specified by Employer, you will be subject to disciplinary action up to and including termination of your services/ employment with the Employer without any notice or payment in lieu of notice notwithstanding any other terms and conditions stipulated herein.

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#### 8. MISCONDUCT

Misconduct may include but is not limited to:

- Irregular attendance: repeated or excessive absence, tardiness or early departures/ late comings without approval.
- Unreported or unapproved absence (including overstay of leave) for more than five consecutive days or deviation from assigned and accepted schedule for more than five days.
- Falsification or manipulation in background verification process or employment records, employment information, or other records prior to or after joining the Employer.
- Falsification or manipulation of Deloitte Time & Expense (DTE).
- Knowingly providing false statements, either verbally or in written form.
- Neglect of normal duties and functions.
- Practices such as reading personal materials during working time, having obscene or inappropriate posters or screen savers at your work station, playing games at your work station, etc.
- Continued discharge of work functions that do not meet the standards reasonably expected.
- Breach of the confidentiality provision in the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement including disclosing to any unauthorized person any *Confidential Information* or *PII*.
- Willful insubordination or disobedience, whether or not in combination with another, of any lawful and reasonable instructions of any member of management or any authorised person.
- Engaging in unapproved outside employment and activities as defined in APR 218 (US & IND)

([https://deloittenet.deloitte.com/About/Policies/Admin/Pages/218\\_OutsideEmploymentActivities\\_US.aspx](https://deloittenet.deloitte.com/About/Policies/Admin/Pages/218_OutsideEmploymentActivities_US.aspx)).

- Installing, downloading, copying or duplicating any unauthorized or unlicensed software, programs, games, or attachments on any computer system of the Employer or of any *Deloitte Entity* or its clients.
- Engaging in any illegal activities.
- Workplace violence, including threats of physical violence.
- Corporate credit card delinquencies.
- Causing damage to the property of the Employer, any *Deloitte Entity*, its clients, or their respective personnel
- Going on or abetting a strike in contravention of any law.
- Theft of any property belonging to another, the Employer or any *Deloitte Entity*, or their respective personnel, clients, or visitors
- Possession of firearms, explosives, knives or any instruments that can be used as an injurious or deadly weapon in the workplace or at any *Deloitte Entity* sponsored event.
- Corruption, fraud, or misappropriation of funds.
- Failure to comply with the policies, guidelines, rules and regulations of the Employer or a *Deloitte Entity* as applicable.
- Excessive personal use of the Employer's telephone, fax or computer systems.
- Failure to adhere to applicable laws.
- Any act prejudicial to or in conflict with the interests of the Employer or a *Deloitte Entity*.

The above terms and conditions are based on, and should be read in conjunction with, the Employer's policies, guidelines, procedures and other rules currently applicable, including but not limited to Administrative Policy Releases (APRs) and Deloitte India (Offices of the US)'s other policies, guidelines, rules, and regulations. The above rules are subject to amendments from time to time and the amended rules, policies, procedures, and guidelines would be posted on the Employer's Intranet site i.e. <https://deloittenet.deloitte.com/Pages/Home.aspx> for employee reference. The policies will be updated from time to time in the future and we deem to have your consent to any and all such changes. Furthermore, upon acceptance of employment with the Employer, you may be requested to read and acknowledge acceptance of various policies and guidelines of the Employer. It is expected that you will read and acknowledge all such communications.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name



### Training Agreement

On behalf of **Deloitte Tax Services India Private Limited**, please accept our congratulations on your recent offer of employment to join the Company as **Tax Consultant I** pursuant to the terms and conditions of your offer letter dated **August 26, 2024**. You made a very favorable impression with everyone you met and we are excited about the possibility of you joining the Company.

As you may be aware, as a condition of employment with the Company, you may be required to travel Overseas to attend a series of training sessions for a period of up to 90 days. This training will be a combination of classroom procedural training as well as on-site training to observe employees conducting similar work at various client locations. This training represents the confidence we have in your ability to be a valuable member of the practice of the Company.

As per Company policy, we kindly bring to your attention that all employees attending training overseas are required to sign a Training Agreement which will obligate the employee to repay a calculated amount of the costs associated with the training, only if the employee resigns his/her position or are terminated for cause within a specified period after completion of the training (usually between 6 to 18 months). This repayment obligation disappears after the specified period of time has lapsed. We all look forward to seeing you again soon and having you join our team of outstanding professionals.

Sincerely,

For **Deloitte Tax Services India Private Limited**

DocuSigned by:

*Pooja Madhani*

6718FF75DA89400...

By:

Signature

**Authorized Signatory**

**Deloitte Tax Services India Private Limited****Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District, CIRCLE 3, Hyderabad - 500032, Telangana, India****Tel: +91 040 67621000**  
**www.deloitte.com****Subject: Offer of Employment****Dear AZRA TANAAZ**

On behalf of **Deloitte Tax Services India Private Limited** (the "Employer" or "Company"), I am pleased to confirm our offer of employment to you as **Tax Consultant I** based in **Hyderabad**.

We extend this offer, and the opportunity it represents, with great confidence in your abilities. You have made a very favorable impression with everyone you met and we are excited with the prospect of you joining our organization on **OCT 12, 2022**.

Your immediate manager will communicate details of your role and work responsibilities in the initial weeks of your joining the Employer. During your employment, the Company may require you to work on any project that you are assigned to, on any technical platforms/skills and nature of the project, in differentiated work timing, at designated work space and location as may be decided by the company.

As part of your annual compensation, you will receive a Total Salary of **382500** and, will be eligible for a performance linked variable bonus. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount could vary depending upon the business and individual performance each fiscal year and, in some situations, could exceed the payout range indicated. Any amounts paid will be subject to statutory and other deductions as per Employer policies and practices. The details of your compensation breakdown are provided in the attached Annexure A.

As an incentive to join the Company, you are eligible to receive a joining bonus of **Rs./₹ 100,000/-** subject to your reporting for full-time employment on **OCT 12, 2022**.

. This amount will attract applicable taxes and will be processed as part of your first month's payroll. You will have an obligation to repay the entire amount of your joining bonus if you resign your position or are terminated for cause by the Company within **12 months** of your start date.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

Your employment with us will be governed by the Terms and Conditions as detailed in **Annexure B**, as well as any and all rules, regulations, guidelines, policies and practices of the Employer, which may be amended from time to time. Deloitte LLP and its U.S.-based subsidiaries (the "Deloitte U.S. Firms") requires their employees to make the necessary representations regarding independence and other matters. Because the Employer is an Indian subsidiary of Deloitte LLP, we must also comply with these independence requirements. Accordingly, this offer is conditional upon you agreeing to make such representations under the Employer's Independence Representations requirements, as further explained in **Annexure B**.

Your compensation details are confidential, and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization. We would like you to join the Employer on, or an alternative mutually agreed upon date.

This offer letter, together with the Annexures described herein, and the Non-Disclosure, Non Solicit and Intellectual Property Rights Assignment Agreement, the Information Security Policy (which you are required to sign upon joining), constitute the entire agreement between the parties with respect to the subject matter of this offer, and supersedes all other previous or contemporaneous oral or written representations, understandings or agreements relating to the subject matter of this offer between you and the Employer or its affiliates.

In compliance with applicable laws, Deloitte India (Offices of the US) provides its professionals with home pick-up and drop transport services within **pre-defined** boundary if their shift timings are between 8:30 p.m. - 6:00 a.m. in Hyderabad, 9:00 p.m. - 6:00 a.m. in Mumbai, Pune; 7:00 p.m. - 6:00 a.m. in Gurugram, 8:00 p.m. - 6:00 a.m. in Bengaluru, Chennai, and Kolkata.

This letter and **Deloitte Tax Services India Private Limited** employment application are intended to be final. To accept the offer and the terms of this letter, please sign below in the space provided within three business days.

everyone you have interviewed with joins me in extending to you congratulations and warm regards. We look forward to you joining our team.

Sincerely,

**For Deloitte Tax Services India Private Limited**

Best regards,

DocuSigned by:  
*Pooja Madhuni*  
6718FF75DA89400...

By:

Signature

**Authorized Signatory**

**Acceptance**

Signature

Date

**Annexure A****Tax Consultant I -**

<b>Description</b>	<b>Monthly</b> (Rs. per month)	<b>Annual</b> (Rs. per Annum)
Basic Pay	<b>17,500</b>	<b>210,000</b>
House Rent Allowance (HRA)	<b>8,750</b>	<b>105,000</b>
Special Allowance <sup>1a &amp; 1b</sup>	<b>11,867</b>	<b>142,404</b>
Leave Travel Allowance <sup>2</sup>	<b>1,750</b>	<b>21,000</b>
Differential Allowance	<b>5,833</b>	<b>69,996</b>
Meal Card <sup>3</sup>	<b>2,200</b>	<b>26,400</b>
Employer's contribution to PF	<b>2,100</b>	<b>25,200</b>
<b>Total Salary (in Rs.)</b>	<b>50,000</b>	<b>600,000</b>
Variable Bonus*	You are eligible for a performance linked variable bonus. It will be paid out at the end of the fiscal year, as applicable and on the basis of your individual performance and performance of the business	
Medical Insurance Premium <sup>4</sup>	<b>3,014</b>	<b>36,167</b>

\*The Variable Bonus will vary, primarily based on your individual performance and the performance of the business, during the Employer's fiscal year which is June through May. Your performance will be formally assessed as a part of the Employer Performance Review Cycle Process. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount will vary depending upon the business and individual performance and in some circumstances, could exceed the payout range indicated. The performance of all the employees who have joined the Employer prior to March 1st will be assessed for the fiscal year ending in May. The disbursement of a Variable Bonus, if applicable, is subject to you being active on the rolls of the Employer, during the Annual Incentive Program payout cycle for the fiscal year. For employees joining during the period March 1st to May 30th, a prorated Variable Bonus, if applicable, will be based on the first year-end review ratings in the subsequent year and paid during the Annual Incentive Program payout cycle of that year. The Variable Bonus will not be paid in the event of termination of employment for any reason on or before the disbursement time. The application and interpretation of, and any determinations related to, the Variable Bonus is at the sole discretion of Employer. Employer may amend or terminate the Variable Bonus at any time. All compensation and benefits are based on employee's position with the Employer in India.

Contd/-....



Annexure A

<sup>1</sup>All employees may claim tax exemption, subject to tax rules from time to time, from their Special Allowance component, expenses incurred towards communication and Driver / Fuel & Maintenance Expenses as per eligibility mentioned below:

**Employee Level -  
Tax Consultant I**

<sup>1a</sup>Communication Expenses

<sup>1b</sup>Fuel Expenses

*Only one Post paid mobile, one Land Phone  
and One internet connection bill(s) can be  
claimed.*

*Petrol / Driver / Insurance / Repairs &  
Maintenance*

**Rs./₹ 3,000/-** per month

**Rs./₹ 7,500/-** per month

<sup>1a</sup> The internet/telephone/mobile bills should be in the Employee's name.

<sup>1b</sup> For claiming vehicle running expenses (Driver / Fuel / Repairs & Maintenance expenses) the vehicle has to be in the name of the Employee and the current tax rules are as under. The above limits will be applicable for all those who are on company car lease program and the below limits will apply for all those who are on self-owned car. In case of company leased car, taxability would be as per the current perquisite valuation rules.

Nature of Expenses	Own Vehicle –Maximum Tax exemption limit per month		
	4 Wheelers (Engine Capacity)		
	<= 1600 cc	> 1600 cc	Two Wheelers
Fuel & Maintenance	Rs. 1,800	Rs. 2,400	Rs. 900
Driver's Salary	Rs. 900	Rs. 900	Not applicable

All employees at and above **Senior Staff** are eligible for the company car lease program. If you choose to avail of this benefit, the amount towards lease rental will be paid by the firm on your behalf to the leasing company and your compensation structure will be adjusted accordingly. A revised letter with the new compensation structure will be issued that will supersede this letter for all practical purposes.

<sup>2</sup> The Leave Travel Allowance (LTA) will be paid on a monthly basis as an allowance with tax deducted at source. If you choose to avail the tax benefit on LTA, you should submit proof of expenses incurred by you for Self and / your immediate dependents. The taxability or otherwise of LTA will be as per the Income Tax Act 1961, details of which will form part of the LTA Form.

<sup>3</sup> Meal Card amount will be credited at the start of each month and for the first month (For New Hires) prorated amount will be processed as part of payroll. If not collected, it will be processed as a taxable amount with the salary.

<sup>4</sup> Annual Floating Medical Insurance Coverage for self and **6 dependents** is being paid by the Employer on your behalf. The premium amount is subject to change every year post renewal of insurance policy. In case you opt for an enhancement of the coverage limit, the additional premium will be adjusted accordingly from the special allowance.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

You may also be eligible to either a One-time Stipend or a temporary lodging basis joining the registered office location, you will receive a survey from Deloitte prior to your joining.

You may select the best option for availing the relocation assistance. If an employee who has availed this reimbursement decides to quit within 18 months from the date of relocation claim for whatever reason, the relocation reimbursement paid to the employee will be recovered in full, from the employee's full and final settlement.

By joining the Company, you will become a member under the 'Deloitte USI Employees Welfare Trust' and may be required to make a nominal contribution as a member.

Original bills towards the above components should be submitted during the Income Tax fiscal period evidencing the expenditure to get Income Tax exemption, failing which the same will attract applicable Income Tax.

Submission of false, tampered or altered bills as proof of expense for any of the above components will result in disciplinary action including termination of employment.

**Your compensation above is subject to income tax deduction per rules and guidelines prescribed under the prevailing tax laws. This may change from time to time in line with the amendments done in tax laws.**



## Annexure B

### **Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement ("Employment Agreement")**

In consideration of my employment by **Deloitte Tax Services India Private Limited**, an Employer incorporated under the provisions of the Companies Act, 1956 and having its registered office **Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District, CIRCLE 3, Hyderabad - 500032, Telangana, India** (the "Employer") as **Tax Consultant I** - and other valuable consideration, I acknowledge and agree that:

#### **PRELIMINARY MATTERS**

**1. Defined Terms.** The italicized terms in this agreement (the "Employment Agreement") are defined in **Exhibit A** hereto.

**2. Pre-existing Agreements or Arrangements.** I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Agreements or Arrangements*. The Employer expects me to abide by all restrictions or obligations that are contained in such Pre-existing Agreements or Arrangements and to avoid involvement, while employed by the Employer, in any matter that could pose a conflict as a result of confidential information or intellectual property obtained by me prior to my *Employment*. I further represent that none of these restrictions or obligations, including those set forth in any non-compete agreements with prior employers, is inconsistent with my acceptance of the Employer's offer of *Employment* or my becoming, and serving as, **Tax Consultant I** of the Employer. To the extent applicable and if I am joining the Employer after having served as an employee or official of the United States Government, I further represent that: (1) I have disclosed my prior participation, if any, in any discussions or negotiations with, or decisions to award contracts to, the Deloitte U.S. Firms while I was employed by the United States Government; and (2) I had either recused myself or had not played an active role in the applicable United States Government agency's decision to award any contracts to the Deloitte U.S. Firms while I was employed by the United States Government.

#### **PROTECTION OF OUR BUSINESS**

**3. Reporting of Proceedings.** Except as provided by law and except as I have disclosed in writing on **Exhibit C** to this Agreement, I represent and warrant that I have no *Proceedings* to report. Should I become a subject of any *Proceedings* during my association with the Employer, I agree to immediately report, in writing, all relevant facts to the Chief Talent Officer of Deloitte LLP, the Regional Talent Director of the Employer, and the Chief Ethics and Compliance Officer of Deloitte LLP. I understand that my responses are subject to audit and review by the Employer and others in accordance with applicable professional, ethical, legal, or Employer requirements, rules, regulations, policies, or practices, or other requests.

**4. Confidentiality.** I acknowledge that, by virtue of my *Employment*, I will acquire and be exposed to, have access to, make use of and/or create *Confidential Information*. Therefore, I agree to hold in trust and confidence all such *Confidential Information*. I will neither disclose any such *Confidential Information* to anyone outside a *Deloitte Entity* without the prior written approval of an *Authorized Signatory*, except as required by my authorized duties for the Employer, nor use any such *Confidential Information* for any purpose other than for the benefit of a *Deloitte Entity*.

**5. Third Party Information and Property.** I agree that during my *Employment*, I shall not use or disclose any confidential information or intellectual property of any former employer or other person or entity without the prior written authorization of such employer, person or entity and the prior written consent of an *Authorized Signatory*. If I were to use or disclose any such Confidential Information or Intellectual Property without prior consent, and any of the *Deloitte Entities* become the subject of any claim from a third party regarding such unauthorized use or disclosure, I agree to hold harmless and indemnify the *Deloitte Entities* for any legal defense costs and/or damages related to any such claim.

**6. Authorization.** Only employees of the Employer holding a senior or managerial position with the Employer will be authorized by a specific authorization, delegation, or power of attorney to sign legal documents, representing the Employer. Similarly, only such authorized employees of the Employer may speak about the Employer, the business and plans, various client-related projects etc.

**7. Competing Activities and Conflict of Interest.** During the period of my *Employment* I will not, directly or indirectly, participate in or in any way render services or assistance to any business that is or may be competitive with a *Deloitte Entity*, whether or not for compensation, or engage in any conduct which might result in, or create the appearance of using my position for private gain or other than for the benefit of a *Deloitte Entity*, or otherwise create a conflict, or the appearance of a conflict, of interest with a *Deloitte Entity*. Such conduct shall include, but not be limited to, having an undisclosed financial interest in any vendor or supplier of a *Deloitte Entity*, accepting payments of any kind or gifts other than of a nominal value from vendors, clients or suppliers, or having an undisclosed relationship with a family member or other individual who is employed or

associated with any entity in active or potential competition with a *Deloitte Entity*, and which creates a conflict of interest. I represent and warrant that I am not currently aware of any present or past violation of this provision.

**8. Authorization to Access Systems and Electronic Communications and use of Deloitte Property.** I understand that while employed with a *Deloitte Entity*, I will use and have access to the Systems. I also acknowledge that a *Deloitte Entity* has the right at any time to access, retrieve, delete, monitor, examine, use and/or disclose my Electronic Communications and information from (or about) me and the content, without notice to me, and that such *Electronic Communications* are considered part of a *Deloitte Entity's* business and client records and are not to be considered private or personal to me or any other *Personnel*. I further acknowledge that this right extends to *Electronic Communications* transmitted for either a business or personal purpose.

I agree that I am authorized to access the *Systems* only for approved business purposes and occasional personal use if such use does not interfere with my work responsibilities and other required business activities, business operations, or *Systems* performance. However, I also acknowledge that such occasional personal use does not create an expectation of privacy as to any of my personal *Electronic Communications* and, as such, are *Deloitte Property*.

I further acknowledge that I am not authorized to use the *Systems* for personal gain or any illegal or unethical use. I agree that under no circumstances am I authorized to access any of the *Systems* for the purpose of obtaining *Deloitte Property* for a competitor of a *Deloitte Entity*, transmitting *Deloitte Property* to me (e.g., emailing *Confidential Information* to my personal email address) or to a third party for purposes other than furthering the business objectives of a *Deloitte Entity*. I am not authorized to download a *Deloitte Entity's Confidential Information* or other *Deloitte Property* to removable media such as a CD Rom, disk or thumb drive other than as authorized for furthering the business objectives of a *Deloitte Entity*.

I will be responsible for the safe keeping and return in good condition and order of all the *Deloitte Property* that may be in my use, custody, care or charge. For the loss of any *Deloitte Property* in my possession or custody or for which I have been assigned responsibility, the Employer will have a right to assess on its own basis and recover from me, the damages in respect of such materials (out of the amounts due to me or otherwise) and to take such other legal action as it deems appropriate including termination of my employment without notice or payment in lieu thereof in the event of my failure to account for such material or property to its satisfaction.

**9. Security.** I am provided with a worktable and lockable storage space. I will ensure they are locked when unattended and understand that a duplicate key will only be provided if I sign for it. I am required to display my identity card to the appropriate security personnel on demand and at all times within the office premises.

**10. Ownership of Works.**

a. I agree that the Employer owns all rights, title and interest in and to all *Works*.

b. I agree that all *Works* are deemed works made for hire under India copyright or applicable laws or equivalent laws of any applicable foreign jurisdiction, and all *Intellectual Property Rights* therein vest automatically in the Employer upon creation of the *Works*. I agree that, to the extent any *Work* is held not to be a work made for hire, I hereby irrevocably assign all *Intellectual Property Rights* in the *Work* to the Employer. Notwithstanding anything contained in Section 19(4) of the Indian Copyright Act, 1957, I agree that such assignment shall continue to be in force for perpetuity irrespective of whether or not the Employer exercises its rights as the assignee for any period of time.

c. I will at all times, even after termination of my *Employment*, do whatever the Employer reasonably requests of me, at the Employer's expense, to document the assignment of any *Works* to the Employer or to assist the Employer in pursuing, renewing, extending or assigning any *Intellectual Property Rights*, and otherwise perfecting, protecting and enforcing said *Intellectual Property Rights* in, any *Works*. I agree that, as between me and the Employer, the Employer shall be the sole author, inventor, and owner of all such *Works* and *Intellectual Property Rights* therein throughout the world, and that the Employer shall have the sole right to seek copyright registrations, patents or trademark registrations, including all extensions and renewals thereof. I also hereby agree that I waive all moral rights in any *Works*.

I also agree to assign all my right, title and interest in and to any particular *Works* to a third party as directed by the Employer.

In the event the Employer is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraphs, I hereby irrevocably designate and appoint the Employer and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and in my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraphs with the same legal force and effect as if executed by me. I hereby waive any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any *Works* assigned hereunder to the Employer.

d. During a 12 month period after termination of my *Employment*, I agree that any *Intellectual Property* I create or conceive that results from and is related to any work assigned to or performed by me for the Employer, or that was created using *Deloitte Property*, is a *Work* that is subject to Paragraph 10 (b) above. For purposes of clarification, the foregoing provision is in addition to, and not in limitation of, any rights and remedies the Employer may have under the applicable laws protecting *Intellectual*

*Property of the Deloitte Entities.*

e. I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Employer) of all *Works* developed by me during the period of my employment with the Employer, which records shall be available to and remain the sole property of the Employer at all times.

**11. Pre-existing Creations; Personal Creations.** My obligations in Paragraph 10 do not apply to *Pre-existing Creations* and *Personal Creations*. I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Creations*. I acknowledge and agree that I will not assert any ownership rights against the *Deloitte Entities*, or their respective clients, with respect to any *Pre-existing Creations* unless they appear on **Exhibit B**, and **Exhibit B** has been accepted and agreed to by an *Authorized Signatory* who has signed at the bottom of such **Exhibit B**. I further agree that I shall not use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment* without the prior written consent of an *Authorized Signatory*. To the extent that I use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment*, I agree that, except as otherwise provided in a written agreement executed by me and the Employer, I hereby grant to the Employer an irrevocable, royalty free, perpetual, fully paid up, transferable, sub-licensable license to use, reproduce, distribute, display, perform, modify and create derivative works of and otherwise exploit such *Pre-existing Creations* or *Personal Creations* for any purpose including, but not limited to, client engagements.

**12. Post- Employment Restrictions re: Clients.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or serving of certain clients related to my work for a *Deloitte Entity* would necessarily involve the unauthorized use or disclosure of *Confidential Information*, and the proprietary relationships and goodwill of the *Deloitte Entities*, and, in the case of my serving of certain clients, could compromise the full compliance of the Employer or another *Deloitte Entity* with the applicable laws, rules and regulations of a U.S. or India regulatory body or other independence-related requirement of a regulatory body. Accordingly, during the period of my *Employment* and for a period of one year thereafter, I will not, directly or indirectly, solicit or provide services to any existing client of a *Deloitte Entity* with which I had personal contact and provided services during the two-year period prior to termination of my *Employment*.

**13. Exceptions to Post- Employment Restrictions re: Clients.** I understand that the obligations of Paragraph 12 will not apply for a period of three (3) years after my start date or the date of my promotion or transfer to clients of a *Deloitte Entity* and/or certain specified kinds of services rendered to such clients that meet all of the following criteria: (a) are personal clients of mine who came to a *Deloitte Entity* solely to avail themselves of certain specified kinds of services rendered by me and only as a result of my own independent recruitment efforts, which a *Deloitte Entity* neither subsidized nor otherwise financially supported as part of a program of client development, (b) are listed on **Exhibit D** expressly by name with respect to client and with sufficient specificity with respect to the kinds of service(s) that I will be permitted to render, and (c) are accepted and agreed to as to their listing on **Exhibit D** by an *Authorized Signatory* who has signed at the bottom of such Exhibit. I agree that after a period of three (3) years from my start date or the date of my promotion or transfer the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on **Exhibit D** to support the application of the obligations of Paragraph 12 to those clients.

**14. Future Employment with Clients.** Except as otherwise provided herein, I understand that I am not prohibited from accepting employment with a client (or an affiliate of such client) of a *Deloitte Entity*. Before entering into substantive discussions with an *Attest Client* regarding any employment opportunity, I acknowledge and agree that during my *Employment* and for five years thereafter I must first notify *Independence* and obtain prior written approval from *Independence*. I acknowledge and understand that it is the intent of the Employer to interpret and apply this provision (a) in an effort to ensure the full compliance of the *Deloitte Entities* with applicable U.S. and India laws, rules, and regulations; (b) to serve the public interest; and (c) to protect the legitimate interests of the *Deloitte Entities* or their respective *Attest Clients* under applicable U.S. or India laws, rules and regulations in a manner that is no greater than is reasonably necessary to protect such interests and without being unduly harsh and oppressive to me and my interests in future employment with an *Attest Client*. Further, I acknowledge and agree that because of, among other things, the importance of the *Deloitte Entities* remaining in compliance with applicable independence rules, such approval may be withheld by *Independence* in the event that my employment with an *Attest Client* would, in the view of Deloitte LLP, be inconsistent with applicable laws, rules and regulations or jeopardize the independence of a *Deloitte Entity* with respect to such *Attest Client*.

**15. Restrictions re: Personnel and Contractors.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or hiring or of any of its *Personnel* or contractors of the *Deloitte Entities*, or my participation in their hiring, admission or retention, would necessarily involve the unauthorized use or disclosure of *Confidential Information* or the proprietary relationships and goodwill of the *Deloitte Entities*. Accordingly, during my *Employment* and for one year thereafter, I will not, directly or indirectly, (a) solicit or attempt to solicit, or participate in the solicitation of or any attempt to solicit any *Personnel* to leave a *Deloitte Entity*, or to join any firm or business with which I may be or become affiliated; (b) participate in the hiring or admission of any *Personnel*; or (c) cause a contractor of a *Deloitte Entity* to cease providing services to, with, or on behalf of the *Deloitte Entity*.

**16. Post- Employment Restrictions re: Deloitte Property.** Upon termination of my *Employment*: (a) I will not use or disclose *Deloitte Property*, including, but not limited to, *Confidential Information* and *Works*, for any purpose; (b) I will not retain or take with me any *Deloitte Property*; (c) I will immediately deliver to a *Deloitte Entity* at any location that it designates, at my expense, within one business day after the termination of my *Employment* or on an alternate date designated by a *Deloitte*

*Entity*, any *Deloitte Property* that I may then or thereafter hold or control; and (d) I agree to allow a *Deloitte Entity* to inspect any of my personal or home computers, including smart phones, tablet computers, or any device, media or location capable of storing electronic data, to determine whether any *Deloitte Property* resides on such computers and to permit a *Deloitte Entity* to remove such *Deloitte Property*.

## **OTHER POST- EMPLOYMENT OBLIGATIONS**

**17. Transition of Work and Cooperation.** Upon termination of my *Employment* for any reason, I will cooperate with a *Deloitte Entity* in all matters relating to the completion of pending work and its orderly transfer. I will also cooperate fully with a *Deloitte Entity* in connection with any threat of or actual legal proceeding against a *Deloitte Entity* or any client, customer or licensor of a *Deloitte Entity* arising out of any matter with or of which I had contact or knowledge during my *Employment*.

**18. Notification of Post- Employment Obligations.** I agree that prior to accepting employment or affiliation with another firm or business I will advise such firm or business of my duties and obligations under this Employment Agreement. After my *Employment* ends, I agree that a *Deloitte Entity* shall be permitted to advise any firm or business with which I have accepted an offer of employment or affiliation concerning my duties and obligations under this Employment Agreement.

**19. Certification.** I agree that during or after my *Employment* I will, if requested, provide written certification in such form as the Employer may require that I have complied with my obligations hereunder, including, without limitation, those obligations set forth in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15 and 16 of this Agreement.

## **OUR ENFORCEMENT RIGHTS AND REMEDIES IN THE EVENT OF A BREACH**

**20. Equitable Relief and Attorney's Fees.** I acknowledge and agree that a breach of this Employment Agreement, including, but not limited to, a breach of my duties and obligations under the terms and conditions of Paragraphs 4, 5, 7, 8, 9, 10, 12, 14, 15 or 16 would cause irreparable harm to the *Deloitte Entities* and that, in addition to other remedies, the Employer on behalf of itself or another *Deloitte Entity* is entitled to a temporary restraining order, an injunction or other equitable relief to prevent any such breach. I also acknowledge that, to the extent permitted by law, a *Deloitte Entity* will be entitled to the payment of the *Deloitte Entities'* reasonable costs and attorney's fees incurred in enforcing this Employment Agreement. I also acknowledge that, to the extent permitted by law, the Employer may request that a court extend the one year period following the termination of my *Employment*, as provided in Paragraphs 12 and 15, to correspond with the period that I participated in activities prohibited by Paragraphs 12 and 15.

**21. Liquidated Damages: Client Fees.** I agree that in the event of a breach under Paragraph 12, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

**22. Liquidated Damages: Compensation.** I agree that the precise amount of damages flowing from a breach under Paragraph 15 would be impracticable or extremely difficult to ascertain in an actual amount. Therefore, I agree that in the event of a breach under Paragraph 15, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by or owed to any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

**23. Right of Inspection.** I agree to permit the Employer (or to use my best efforts to enable the Employer) to inspect my books and records (and the books and records of any entity which employs or is associated or affiliated with me), upon request and at reasonable times, to enable the Employer to confirm the calculations described above and to verify compliance with Paragraphs 12 and 15. The Employer shall keep confidential any proprietary information obtained, except as may be necessary or desirable to enable the Employer to enforce its rights under this Employment Agreement and except as may be required by any statute, court or administrative order to decree or government ruling or regulation.

**MISCELLANEOUS**

**24. Governing Law; Choice of Forum.** This Employment Agreement is deemed to have been executed in the Employer's office in **Hyderabad, Telangana, India** and will be construed and governed in accordance with the laws of the Republic of India without regard to its conflicts-of-law principles. You agree to submit to jurisdiction before any court of record in which the Employer's office to which you were assigned is located, or in which a breach of this Employment Agreement may occur, at the election of the Employer, and you waive any right to raise questions of personal jurisdiction or venue in any action the Employer may bring against you in any such court. You further agree to accept service of process/summons/legal notice from the Employer when that process/summons/legal notice is either sent to your last known address by certified mail or served by any other means permitted under the law of the jurisdiction in which the Employer may bring an action against you.

**25. Modifications.** My obligations hereunder may not be changed or modified, released, discharged, abandoned or terminated, in whole or in part, except by an instrument in writing signed by an *Authorized Signatory*.

**26. Severability.** Every provision of this Employment Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such term or provision will be enforced to the maximum extent permitted by law and, in any event, such illegality or invalidity shall not affect the validity of the remainder of the Employment Agreement.

**27. Blue-Penciling.** If any court determines that any provision of this Employment Agreement, or any part hereof, or the application of any such provision, or any part hereof, to any person or circumstance is unenforceable or void, such court shall have the power to modify such provision, or any part hereof, to the extent necessary to render it legal and enforceable while preserving its intent, or if such modification is not possible, by substituting therefore another provision that is legal and enforceable and that achieves the same objective.

**28. Waiver.** None of my obligations under this Employment Agreement shall be deemed to have been waived by the Employer except if the giving of such waiver is contained in a written notice given to me and no such waiver shall be deemed to be a waiver of any other or further obligation I have under this Employment Agreement.

**29. Entire Agreement.** This Employment Agreement, the Employer's employment application, the Terms and Conditions of Service issued pursuant to the offer of employment and any documentation employing me or transferring me to the Employer, contain the entire understanding between me and the Employer or any other *Deloitte Entity* with respect to the subject matter hereof and supersedes all prior representations, warranties, and agreements with respect to such subject matter, and no representations, warranties or other covenants exist with respect to such subject matter that are not contained or expressly referred to herein. Notwithstanding the foregoing, any written agreement between a *Deloitte Entity* and me with respect to the subject matter hereof that was signed by me prior to the effective date of this Employment Agreement shall remain valid and enforceable according to the terms of such agreement with respect to all acts and omissions occurring prior to the effective date of this Employment Agreement. In the event of a conflict between this Employment Agreement and the employment application or any other document purporting to set forth terms and conditions of my *Employment*, this Employment Agreement will control.

**30. Transfer and Assignment.** Unless as the Employer shall otherwise determine, the rights, obligations and benefits of the Employer under this Employment Agreement, including but not limited to those rights and benefits relating to my post-Employment obligations set forth in this Paragraph 30 and in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19 and 23 above, are transferred and assigned, in whole or in part (as the Employer shall determine) and without the need for my consent or the formality of documentation or prescribed processes, to (a) any *Deloitte Entity* in connection with my transfer to that *Deloitte Entity* or (b) any entity that acquires all or a part of the assets or business of the Employer. All provisions of this Employment Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, representatives, successors, and assigns of the Employer and me, and any *Deloitte Entity* to which I may be transferred during my *Employment*, provided, however, none of my duties or obligations under this Employment Agreement may be assigned or transferred by me to any other person or entity without the Employer's prior written approval of such assignment or transfer. Any purported assignments in violation of this Paragraph 30 shall be null and void.

**31. Headings.** The headings contained in this Employment Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Employment Agreement.

I have read the foregoing, understand it, and agree to comply with its terms.

**For Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
 6718FF75DA89400...

Pooja Madhani

**Talent**

**Authorized Signatory**

Effective as of , I accept all the terms and conditions of the Employer as stipulated in this Employment Agreement.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

**EXHIBIT A**

The definitions below apply to the italicized terms that appear in the Employment Agreement (including the exhibits):

**Attest Client** – attest client (or an affiliate of such client) of Deloitte & Touche LLP or a *Deloitte Entity*.

**Authorized Signatory** – a director, officer or other person who is authorized to sign on behalf of a *Deloitte Entity*.

**Confidential Information** – any information not generally known to the public, in any *Form*, that (1) relates to the operation of a *Deloitte Entity* or provides the *Deloitte Entities* with a competitive advantage, (2) consists of Personally Identifiable Information (*PII*) or other personal information about *Personnel*, client and other third party personnel, independent contractors, subcontractors, agents, vendors, suppliers or others which the Employer or another *Deloitte Entity* receives in the course of business, and (3) all other information entrusted to the Employer or another *Deloitte Entity* by clients and other third parties. *Confidential Information* includes, but is not limited to, *Intellectual Property*, supplier information, designs, business or marketing plans, forecasts and financial information, tax returns, tax identification numbers, agreements, client or prospective client lists, specific information about clients or prospective clients such as preferences for specific products and services, client or prospective client needs based on financial history and past purchases of services, client or prospective client development plans, specific rates charged to a client or offered to a prospective client and other business or client records. *Confidential Information* also includes, but is not limited to, debit or credit card information, employment applications, organization charts, performance ratings and other personnel records.

**Deloitte Entity** – the Employer, Deloitte LLP, and any corporation, company, partnership, limited liability company or other entity (a) that (i) is owned, directly or indirectly, in whole or in part, by Deloitte LLP (the “Deloitte U.S. Firms”), including but not limited to Deloitte LLP subsidiaries in India, the Deloitte Touche Tohmatsu verein, Deloitte Global Services Limited, Deloitte Global Services Holdings Limited, Deloitte Touche Tohmatsu Limited (“DTTL”) or any member firm of DTTL or affiliate thereof (collectively, the “DTTL Member Firms”) or (ii) controls, is controlled by or is under common control with any of the entities listed in clause (i); or (b) in which any *Personnel* participated on its behalf, or carried out any duties with respect to its affairs. For purposes of this Employment Agreement, the term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract, or otherwise.

**Deloitte Property** – *Confidential Information*, *Systems*, equipment, debit and credit cards issued in connection with my *Employment*, furniture, facilities and any and all other materials owned, licensed or leased by a *Deloitte Entity*, including, without limitation, computerized or electronic information and all copies thereof in any form or media, created by, furnished to, obtained by or prepared by me in the course of my employment in any capacity.

**Deloitte India (Offices of the US)** - The following companies shall be deemed to be the affiliates of each other and are collectively referred to as Deloitte India (Offices of the US): (i) Deloitte Consulting India Private Limited (ii) Deloitte Tax Services India Private Limited (iii) Deloitte Support Services India Private Limited (iv) Deloitte Financial Advisory Services India Private Limited and (v) Deloitte & Touche Assurance & Enterprise Risk Services India Private Limited.

**Electronic Communications** – all text, audio, video, images, information, data, files and attachments created, displayed, sent, received, posted, accessed or stored, whether deleted or not, by means of the *Systems*.

**Employment** – the nature of my relationship with the Employer or a *Deloitte Entity* pursuant to this Employment Agreement. Alternatively, and depending on context, *Employment* is the period of time during which this relationship persists.

**Form** - paper, computer disc, USB drive, website; any other tangible or electronic medium by which information may be stored or accessed; and human memory.

**Independence** – National Office (Independence) of Deloitte LLP.

**Intellectual Property** - works of authorship (including, without limitation, books, articles, data compilations, software and other copyrightable materials), materials, patents, inventions, designs, techniques, methodologies, processes, discoveries, know-how, ideas, trade secrets, moral rights, trademarks and other indicia of origin together with the goodwill therein, and all patent applications, copyright and trademark applications and registrations, and extensions and renewals thereof, throughout the world.

**Intellectual Property Rights** – all rights, title and interest in Intellectual Property.

**PCAOB** – the United States Public Company Accounting Oversight Board.

**Personal Creations** – *Intellectual Property* that meet all of the following criteria: (1) it is conceived, developed, and created by me on my own time without using *Deloitte Property* or *Personnel* (during work hours), facilities, *Confidential Information* or *Works* of a *Deloitte Entity*, (2) it is unrelated to the actual or reasonably anticipated business or research and development of a



*Deloitte Entity*, and (3) it does not result from any work performed by me and the *Personnel* (during work hours) for a *Deloitte Entity*.

**Personnel** – partners, principals, members, officers and employees of a *Deloitte Entity*.

**PII** – information (excluding business contact information such as an individual's name and one or more of the following: organization name, organizational title, organizational role, business address, business telephone number (including business cell phone number and business email address) relating to an identified or identifiable natural person. An identifiable natural person is a natural person who can be identified, directly or indirectly, by reference to an identification number or factors specific to his or her physical, physiological, mental, economic, cultural or social identity. Set forth below is a non-exclusive list of information that constitutes PII when such information relates to an identified or identifiable natural person:

- Account number (bank account, credit card, etc.)
- Address
- Biometric identifier
- Certificate or license number
- Date of birth
- Government identifiers (such as PAN)
- Name\*
- Personnel Number
- Photograph or video identifiable to an individual
- Vehicle identifier or serial number
- Other information related to an individual that may directly or indirectly identify that individual (e.g., salary, performance rating, purchase history, call history, etc.)

\* Note: When an individual's name is used with PII that is not business contact information, it is included in the definition of PII.

**Pre-existing Agreements or Arrangements** – agreements or arrangements that (1) relate to any *Pre-existing Creations*; or (2) may affect my ability to comply with the requirements of this Employment Agreement, including all contractual and other restrictions or obligations with other parties, including any post-employment restrictions and required notifications to the extent applicable under 18 United States Code §207, CFR 3.104-4, and India laws, rules and regulations that may or will impose limitations on my professional activities during my *Employment* (such as any non-compete agreements with prior employers and the one-year ban on lobbying contacts).

**Pre-existing Creations** – any *Intellectual Property* and *Intellectual Property Rights* that were developed or created by me, alone or with others, or otherwise acquired by me, before the period of my employment in any capacity with the Employer, in which I claim any ownership or right.

**Proceedings** – past or pending (1) actual or threatened claims or complaints of, or arising out of service to, present or former clients, (2) regulatory, self-regulatory, disciplinary, administrative, civil or criminal investigations, inquiries, charges, complaints, actions, sanctions, alternative dispute resolution proceedings, other proceedings or matters (other than criminal proceedings which relate solely to the operation of a motor vehicle) of any kind or nature, in India or any other jurisdiction, against me, including criminal proceedings arising out of my provision of professional services, proceedings brought by a professional association, or proceedings involving the Securities and Exchange Board of India, United States Securities and Exchange Commission or the PCAOB, other professional bodies like the Institute of Chartered Accountants of India or (3) matters of any kind or nature which could adversely affect my association with the Employer or my ability to perform my duties or responsibilities to the Employer, whether set forth in this Employment Agreement or otherwise, or my registration with or licensure by any governmental, quasi-governmental, or other regulatory agency, body or entity, in or outside the United States or India.

**Systems** – the communications systems or any part of such systems that a *Deloitte Entity* owns, licenses or operates and approves for use, including, but not limited to, e-mail, text messaging, Lotus Notes, Deloitte Online (eRoom), instant messaging, local area network, wide area network, Intranet (e.g., DeloitteNet, D Street), Internet, extranet, collaborative tools (e.g., blogs, wikis, etc.), laptop and desktop computers, servers, air cards, Personal Digital Assistants, cell phones, telephones and voicemail.

**Works** – all *Intellectual Property*, in any *Form*, created by me, alone or with others, during the period of my *Employment* that (1) is created within the scope of my *Employment*; (2) relates in any manner to the actual or anticipated business, research, or development of a *Deloitte Entity*; (3) results from any work assigned to or performed by me, alone or with others, for the Employer; or (4) is created with the use of *Deloitte Property*.

**EXHIBIT B****Pre-existing Creations; Pre-existing Agreements or Arrangements**

I understand and agree that the Employer makes no attempt to verify my claim of ownership to any of the *Pre-existing Creations* listed, and makes no admission that any *Pre-existing Creations* listed are owned by me.

[If yes, please enter details below]

Yes, I do have *Pre-existing Creations*, *Pre-existing Agreements or Arrangements*

No, I do not have *Pre-existing Creations*, *Pre-existing Agreements or Arrangements*

<b><u>Title</u></b>	<b><u>Date</u></b>	<b><u>Brief Description</u></b>
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\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Print)

ACCEPTED AND AGREED TO:

**Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
6718FF75DA89400...

Pooja Madnani

**Talent**

Its: *Authorized Signatory*

\_\_\_\_\_  
Date

An *Authorized Signatory's* signature is required only if *Pre-existing Creations* or *Pre-existing Agreements* or *Arrangements* are listed pursuant to Paragraphs 2 and 11 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment made in light of Paragraph 2 that *Pre-existing Creations*, if any, are described and explained in sufficient detail so that the likelihood of confusion between the employee's *Pre-existing Creations* and the *Intellectual Property* of a *Deloitte Entity* can be avoided or minimized in the future and further indicates that the *Pre-existing Agreements* or *Arrangements* have been obtained and reviewed and that the *Authorized Signatory* is satisfied that such *Pre-existing Agreements* or *Arrangements* will not interfere with the employee's ability to comply with the requirements of this Employment Agreement.

**EXHIBIT C**

**Proceedings**

[none, unless otherwise specified]

Yes, I do have *Proceedings* to report

No, I do not have *Proceedings* to report

My signature below certifies that to the best of my knowledge, the information I have provided above, pursuant to Paragraph 3, is complete and accurate.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

**EXHIBIT D**

**Exceptions to Post-Employment Restrictions: re: Clients**

[none, unless otherwise specified]

As specified in Paragraph 13, I agree that after a period of three (3) years from my start date or the date of my employment, as the case may be, the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on Exhibit D to support the application of the obligations of Paragraph 12 to those clients.

Yes, I do have  
Post-Employment Restrictions  
re: Clients

No, I do not have  
Post-Employment Restrictions  
re: Clients

<u>Name of Client</u>	<u>Specified Kind of Services(s) Permitted</u>
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ACCEPTED AND AGREED TO:

**Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
6718FF75DA89400...

Pooja Madnani

**Talent**

Its:     Authorized Signatory	_____
	Date

I have read and understood the above policy terms.

_____ Signature	_____ Name	_____ Date
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A n *Authorized Signatory's* signature is required only if information is provided pursuant to Paragraph 13 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment that criteria in Paragraph 13 have been fully satisfied, the clients listed have been properly identified, and the kinds of services permitted have been described with sufficient specificity.

## Terms and Conditions of Service

In continuation to our offer of employment with **Deloitte Tax Services India Private Limited** (the "Employer"), please note the terms and conditions of service.

The italicized terms in these Terms and Conditions of Service are defined in **Exhibit A** of the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement hereto.

### Terms of Service

#### 1. COMPLIANCE WITH INDEPENDENCE, ETHICS AND OTHER REQUIREMENTS

Deloitte & Touche LLP performs attest services for certain of its clients and is subject to the independence requirements of, among others, the United States Securities and Exchange Commission (SEC), the United States Public Company Accounting Oversight Board (PCAOB), and the American Institute of Certified Public Accountants (AICPA). These requirements mandate that certain of the Employer's employees and their relatives be independent of some or all of such attest clients and their affiliates in accordance with the policies of Deloitte LLP and its subsidiaries (the "Deloitte US Entities").

Upon joining the Employer, you will be asked to review a listing of the attest clients and the affiliates of such clients of certain of the Deloitte US Entities and disclose relationships or financial holdings that you or your relatives may have that could affect the independence of the Deloitte US Entities. Any relationships or holdings that conflict with, among other things, the requirements of the SEC, the PCAOB or the AICPA or the independence or ethics policies of the Deloitte US Entities will need to be resolved immediately. Further, you will be required to comply with these policies throughout your career with the Employer, including, when applicable, maintaining a current list of certain of your financial interests (but not their value) in the independence tracking system.

As a condition to your joining the Employer and continued employment, you are required to complete a representation regarding your understanding of, and compliance with, independence and other matters, on a periodical basis (as requested beginning on or prior to the date of you joining the Employer, annually thereafter, and upon certain changes in your role in the Employer), the details of which are provided in the independence representation. An example copy of this representation form is available for your reference on [www.deloittenet.com](http://www.deloittenet.com). The representation should be made to the best of your knowledge and ability. It is your responsibility to consult on any matter should you be uncertain or have a question. You are also requested to refer to [www.deloittenet.com](http://www.deloittenet.com) and *Independence* for more information in this respect. The representations made by you will be subject to an audit and may be reviewed by Deloitte LLP representatives and shared with certain third parties. If you are selected for such an audit, you will need to submit certain personal financial records to Deloitte LLP's internal audit team. Please be assured that Deloitte LLP fully intends to keep all information obtained through the audit process confidential and secure. You hereby give your consent to Deloitte LLP to use the information provided by you for such purposes as provided in the policies regarding independence and ethics.

In the event you (i) do not cooperate or comply with the independence requirements, or (ii) do not complete the necessary representations, or (iii) make inaccurate representation(s); you may be subject to disciplinary action including and up to termination of employment with the Employer.

Please feel free to contact or consult *Independence* should you require any further information or if you have any specific concerns in this respect.

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#### 2. NON DISCLOSURE, NON SOLICIT AND INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AGREEMENT ("Employment Agreement")

You will be expected to sign the Employer's Employment Agreement. Please contact Talent for further details.

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#### 3. HARRASSMENT POLICY

**Administrative Policy Release ("APR") 213** is the Employer's policy prohibiting harassment. Deloitte LLP's subsidiaries located in India ("Deloitte India (Offices of the US)") are committed to providing a working environment that is free from harassment based on caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis, in accordance with applicable Indian central, state or local law. Expressly forbidden are unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Depending on the circumstances, such harassment may also include conduct such as stereotyped or demeaning remarks or gestures or the display or circulation, whether in writing or electronically, of materials or pictures offensive to persons because of their caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis in accordance with applicable Indian central, state or local law. The full policy will be accessible to you on DeloitteNet after joining Deloitte U.S. India.

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#### 4. WORKING HOURS, HOLIDAYS, LEAVES AND MATERNITY BENEFITS

You will be provided with your standard working hours, which may vary over the course of your career. The Employer may, from time to time, subject to applicable laws, require the employee to work beyond these hours.

You shall be entitled to paid holidays and leave as per the Employer's policies.

Women employees are eligible for maternity benefits as per the recent amendments (2017) in the maternity benefit act, 1961, including having 26 weeks of maternity leave with pay, as applicable.

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#### 5. RETIREMENT AGE

The age of retirement for employees of Deloitte India (Offices of the US) is 60 years. Your employment will therefore automatically terminate at the end of the month in which you attain 60 years.

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#### 6. TRANSFERS

You may be transferred, assigned, or asked to attend training at the offices of a Deloitte Entity or its clients or third parties in India or abroad with or without additional compensation. In such an event, you will also be governed by the terms and conditions of service applicable to the transfer, assignment, or training.

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#### 7. NOTICE PERIOD FOR TERMINATION OF SERVICES

The notice period for termination of your services is **60 Days** by either side and/or salary in lieu of notice period on part of the Employer only.

The Employer expects all employees to maintain the highest standards of professional conduct at all times.

In order to assure orderly operations and provide the best possible work environment, the Employer expects you to follow rules of conduct that will protect the interests and safety of all personnel, including but not limited to the Code of Ethics and Professional Conduct.

In the event of any breach of the Code of Ethics and Professional Conduct, non-performance of a contractual obligation or the terms and conditions laid down in this Annexure, or if you engage in any misconduct whether or not in connection with or affecting the business or affairs of the Employer or the work conduct, as specified by Employer, you will be subject to disciplinary action up to and including termination of your services/ employment with the Employer without any notice or payment in lieu of notice notwithstanding any other terms and conditions stipulated herein.

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#### 8. MISCONDUCT

Misconduct may include but is not limited to:

- Irregular attendance: repeated or excessive absence, tardiness or early departures/ late comings without approval.
- Unreported or unapproved absence (including overstay of leave) for more than five consecutive days or deviation from assigned and accepted schedule for more than five days.
- Falsification or manipulation in background verification process or employment records, employment information, or other records prior to or after joining the Employer.
- Falsification or manipulation of Deloitte Time & Expense (DTE).
- Knowingly providing false statements, either verbally or in written form.
- Neglect of normal duties and functions.
- Practices such as reading personal materials during working time, having obscene or inappropriate posters or screen savers at your work station, playing games at your work station, etc.
- Continued discharge of work functions that do not meet the standards reasonably expected.
- Breach of the confidentiality provision in the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement including disclosing to any unauthorized person any *Confidential Information* or *PII*.
- Willful insubordination or disobedience, whether or not in combination with another, of any lawful and reasonable instructions of any member of management or any authorised person.
- Engaging in unapproved outside employment and activities as defined in APR 218 (US & IND)

([https://deloittenet.deloitte.com/About/Policies/Admin/Pages/218\\_OutsideEmploymentActivities\\_US.aspx](https://deloittenet.deloitte.com/About/Policies/Admin/Pages/218_OutsideEmploymentActivities_US.aspx)).

- Installing, downloading, copying or duplicating any unauthorized or unlicensed software, programs, games, or attachments on any computer system of the Employer or of any *Deloitte Entity* or its clients.
- Engaging in any illegal activities.
- Workplace violence, including threats of physical violence.
- Corporate credit card delinquencies.
- Causing damage to the property of the Employer, any *Deloitte Entity*, its clients, or their respective personnel
- Going on or abetting a strike in contravention of any law.
- Theft of any property belonging to another, the Employer or any *Deloitte Entity*, or their respective personnel, clients, or visitors
- Possession of firearms, explosives, knives or any instruments that can be used as an injurious or deadly weapon in the workplace or at any *Deloitte Entity* sponsored event.
- Corruption, fraud, or misappropriation of funds.
- Failure to comply with the policies, guidelines, rules and regulations of the Employer or a *Deloitte Entity* as applicable.
- Excessive personal use of the Employer's telephone, fax or computer systems.
- Failure to adhere to applicable laws.
- Any act prejudicial to or in conflict with the interests of the Employer or a *Deloitte Entity*.

The above terms and conditions are based on, and should be read in conjunction with, the Employer's policies, guidelines, procedures and other rules currently applicable, including but not limited to Administrative Policy Releases (APRs) and Deloitte India (Offices of the US)'s other policies, guidelines, rules, and regulations. The above rules are subject to amendments from time to time and the amended rules, policies, procedures, and guidelines would be posted on the Employer's Intranet site i.e. <https://deloittenet.deloitte.com/Pages/Home.aspx> for employee reference. The policies will be updated from time to time in the future and we deem to have your consent to any and all such changes. Furthermore, upon acceptance of employment with the Employer, you may be requested to read and acknowledge acceptance of various policies and guidelines of the Employer. It is expected that you will read and acknowledge all such communications.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name



### Training Agreement

On behalf of **Deloitte Tax Services India Private Limited**, please accept our congratulations on your recent offer of employment to join the Company as **Tax Consultant I** pursuant to the terms and conditions of your offer letter dated **August 26, 2024**. You made a very favorable impression with everyone you met and we are excited about the possibility of you joining the Company.

As you may be aware, as a condition of employment with the Company, you may be required to travel Overseas to attend a series of training sessions for a period of up to 90 days. This training will be a combination of classroom procedural training as well as on-site training to observe employees conducting similar work at various client locations. This training represents the confidence we have in your ability to be a valuable member of the practice of the Company.

As per Company policy, we kindly bring to your attention that all employees attending training overseas are required to sign a Training Agreement which will obligate the employee to repay a calculated amount of the costs associated with the training, only if the employee resigns his/her position or are terminated for cause within a specified period after completion of the training (usually between 6 to 18 months). This repayment obligation disappears after the specified period of time has lapsed. We all look forward to seeing you again soon and having you join our team of outstanding professionals.

Sincerely,

For **Deloitte Tax Services India Private Limited**

DocuSigned by:

*Pooja Madhani*

6718FF75DA89400...

By:

Signature

**Authorized Signatory**



**Deloitte Tax Services India Private Limited****Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District, CIRCLE 3, Hyderabad - 500032, Telangana, India****Tel: +91 040 67621000  
www.deloitte.com****Subject: Offer of Employment****Dear CHINNAPUREDDY MOUNIKA**

On behalf of **Deloitte Tax Services India Private Limited** (the "Employer" or "Company"), I am pleased to confirm our offer of employment to you as **Tax Consultant I** based in **Hyderabad**.

We extend this offer, and the opportunity it represents, with great confidence in your abilities. You have made a very favorable impression with everyone you met and we are excited with the prospect of you joining our organization on **OCT 12, 2022**.

Your immediate manager will communicate details of your role and work responsibilities in the initial weeks of your joining the Employer. During your employment, the Company may require you to work on any project that you are assigned to, on any technical platforms/skills and nature of the project, in differentiated work timing, at designated work space and location as may be decided by the company.

As part of your annual compensation, you will receive a Total Salary of **382500** and, will be eligible for a performance linked variable bonus. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount could vary depending upon the business and individual performance each fiscal year and, in some situations, could exceed the payout range indicated. Any amounts paid will be subject to statutory and other deductions as per Employer policies and practices. The details of your compensation breakdown are provided in the attached Annexure A.

As an incentive to join the Company, you are eligible to receive a joining bonus of **Rs./₹ 100,000/-** subject to your reporting for full-time employment on **OCT 12, 2022**.

. This amount will attract applicable taxes and will be processed as part of your first month's payroll. You will have an obligation to repay the entire amount of your joining bonus if you resign your position or are terminated for cause by the Company within **12 months** of your start date.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

Your employment with us will be governed by the Terms and Conditions as detailed in **Annexure B**, as well as any and all rules, regulations, guidelines, policies and practices of the Employer, which may be amended from time to time. Deloitte LLP and its U.S.-based subsidiaries (the "Deloitte U.S. Firms") requires their employees to make the necessary representations regarding independence and other matters. Because the Employer is an Indian subsidiary of Deloitte LLP, we must also comply with these independence requirements. Accordingly, this offer is conditional upon you agreeing to make such representations under the Employer's Independence Representations requirements, as further explained in **Annexure B**.

Your compensation details are confidential, and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization. We would like you to join the Employer on, or an alternative mutually agreed upon date.

This offer letter, together with the Annexures described herein, and the Non-Disclosure, Non Solicit and Intellectual Property Rights Assignment Agreement, the Information Security Policy (which you are required to sign upon joining), constitute the entire agreement between the parties with respect to the subject matter of this offer, and supersedes all other previous or contemporaneous oral or written representations, understandings or agreements relating to the subject matter of this offer between you and the Employer or its affiliates.

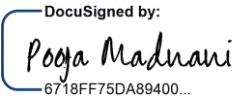
In compliance with applicable laws, Deloitte India (Offices of the US) provides its professionals with home pick-up and drop transport services within **pre-defined** boundary if their shift timings are between 8:30 p.m. - 6:00 a.m. in Hyderabad, 9:00 p.m. - 6:00 a.m. in Mumbai, Pune; 7:00 p.m. – 6:00 a.m. in Gurugram, 8:00 p.m. - 6:00 a.m. in Bengaluru, Chennai, and Kolkata.

This letter and **Deloitte Tax Services India Private Limited** employment application are intended to be final. To accept the offer and the terms of this letter, please sign below in the space provided within three business days.

everyone you have interviewed with joins me in extending to you congratulations and warm regards. We look forward to you joining our team.

Sincerely,

**For Deloitte Tax Services India Private Limited**  
Best regards,

By:   
Signature

**Authorized Signatory**

**Acceptance**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Annexure A****Tax Consultant I -**

<b>Description</b>	<b>Monthly</b> (Rs. per month)	<b>Annual</b> (Rs. per Annum)
Basic Pay	<b>17,500</b>	<b>210,000</b>
House Rent Allowance (HRA)	<b>8,750</b>	<b>105,000</b>
Special Allowance <sup>1a &amp; 1b</sup>	<b>11,867</b>	<b>142,404</b>
Leave Travel Allowance <sup>2</sup>	<b>1,750</b>	<b>21,000</b>
Differential Allowance	<b>5,833</b>	<b>69,996</b>
Meal Card <sup>3</sup>	<b>2,200</b>	<b>26,400</b>
Employer's contribution to PF	<b>2,100</b>	<b>25,200</b>
<b>Total Salary (in Rs.)</b>	<b>50,000</b>	<b>600,000</b>
Variable Bonus*	You are eligible for a performance linked variable bonus. It will be paid out at the end of the fiscal year, as applicable and on the basis of your individual performance and performance of the business	
Medical Insurance Premium <sup>4</sup>	<b>3,014</b>	<b>36,167</b>

\*The Variable Bonus will vary, primarily based on your individual performance and the performance of the business, during the Employer's fiscal year which is June through May. Your performance will be formally assessed as a part of the Employer Performance Review Cycle Process. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount will vary depending upon the business and individual performance and in some circumstances, could exceed the payout range indicated. The performance of all the employees who have joined the Employer prior to March 1st will be assessed for the fiscal year ending in May. The disbursement of a Variable Bonus, if applicable, is subject to you being active on the rolls of the Employer, during the Annual Incentive Program payout cycle for the fiscal year. For employees joining during the period March 1st to May 30th, a prorated Variable Bonus, if applicable, will be based on the first year-end review ratings in the subsequent year and paid during the Annual Incentive Program payout cycle of that year. The Variable Bonus will not be paid in the event of termination of employment for any reason on or before the disbursement time. The application and interpretation of, and any determinations related to, the Variable Bonus is at the sole discretion of Employer. Employer may amend or terminate the Variable Bonus at any time. All compensation and benefits are based on employee's position with the Employer in India.

Contd/-....

Annexure A

<sup>1</sup>All employees may claim tax exemption, subject to tax rules from time to time, from their Special Allowance component, expenses incurred towards communication and Driver / Fuel & Maintenance Expenses as per eligibility mentioned below:

**Employee Level -  
Tax Consultant I**

<sup>1a</sup>Communication Expenses

<sup>1b</sup>Fuel Expenses

*Only one Post paid mobile, one Land Phone  
and One internet connection bill(s) can be  
claimed.*

*Petrol / Driver / Insurance / Repairs &  
Maintenance*

**Rs./₹ 3,000/-** per month

**Rs./₹ 7,500/-** per month

<sup>1a</sup> The internet/telephone/mobile bills should be in the Employee's name.

<sup>1b</sup> For claiming vehicle running expenses (Driver / Fuel / Repairs & Maintenance expenses) the vehicle has to be in the name of the Employee and the current tax rules are as under. The above limits will be applicable for all those who are on company car lease program and the below limits will apply for all those who are on self-owned car. In case of company leased car, taxability would be as per the current perquisite valuation rules.

Nature of Expenses	Own Vehicle –Maximum Tax exemption limit per month		
	4 Wheelers (Engine Capacity)		
	<= 1600 cc	> 1600 cc	Two Wheelers
Fuel & Maintenance	Rs. 1,800	Rs. 2,400	Rs. 900
Driver's Salary	Rs. 900	Rs. 900	Not applicable

All employees at and above **Senior Staff** are eligible for the company car lease program. If you choose to avail of this benefit, the amount towards lease rental will be paid by the firm on your behalf to the leasing company and your compensation structure will be adjusted accordingly. A revised letter with the new compensation structure will be issued that will supersede this letter for all practical purposes.

<sup>2</sup> The Leave Travel Allowance (LTA) will be paid on a monthly basis as an allowance with tax deducted at source. If you choose to avail the tax benefit on LTA, you should submit proof of expenses incurred by you for Self and / your immediate dependents. The taxability or otherwise of LTA will be as per the Income Tax Act 1961, details of which will form part of the LTA Form.

<sup>3</sup> Meal Card amount will be credited at the start of each month and for the first month (For New Hires) prorated amount will be processed as part of payroll. If not collected, it will be processed as a taxable amount with the salary.

<sup>4</sup> Annual Floating Medical Insurance Coverage for self and **6 dependents** is being paid by the Employer on your behalf. The premium amount is subject to change every year post renewal of insurance policy. In case you opt for an enhancement of the coverage limit, the additional premium will be adjusted accordingly from the special allowance.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

You may also be eligible to either a One-time Stipend or a temporary lodging basis joining the registered office location, you will receive a survey from Deloitte prior to your joining.

You may select the best option for availing the relocation assistance. If an employee who has availed this reimbursement decides to quit within 18 months from the date of relocation claim for whatever reason, the relocation reimbursement paid to the employee will be recovered in full, from the employee's full and final settlement.

By joining the Company, you will become a member under the 'Deloitte USI Employees Welfare Trust' and may be required to make a nominal contribution as a member.

Original bills towards the above components should be submitted during the Income Tax fiscal period evidencing the expenditure to get Income Tax exemption, failing which the same will attract applicable Income Tax.

Submission of false, tampered or altered bills as proof of expense for any of the above components will result in disciplinary action including termination of employment.

**Your compensation above is subject to income tax deduction per rules and guidelines prescribed under the prevailing tax laws. This may change from time to time in line with the amendments done in tax laws.**



## Annexure B

### **Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement ("Employment Agreement")**

In consideration of my employment by **Deloitte Tax Services India Private Limited**, an Employer incorporated under the provisions of the Companies Act, 1956 and having its registered office **Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District, CIRCLE 3, Hyderabad - 500032, Telangana, India** (the "Employer") as **Tax Consultant I** - and other valuable consideration, I acknowledge and agree that:

#### **PRELIMINARY MATTERS**

**1. Defined Terms.** The italicized terms in this agreement (the "Employment Agreement") are defined in **Exhibit A** hereto.

**2. Pre-existing Agreements or Arrangements.** I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Agreements or Arrangements*. The Employer expects me to abide by all restrictions or obligations that are contained in such Pre-existing Agreements or Arrangements and to avoid involvement, while employed by the Employer, in any matter that could pose a conflict as a result of confidential information or intellectual property obtained by me prior to my *Employment*. I further represent that none of these restrictions or obligations, including those set forth in any non-compete agreements with prior employers, is inconsistent with my acceptance of the Employer's offer of *Employment* or my becoming, and serving as, **Tax Consultant I** of the Employer. To the extent applicable and if I am joining the Employer after having served as an employee or official of the United States Government, I further represent that: (1) I have disclosed my prior participation, if any, in any discussions or negotiations with, or decisions to award contracts to, the Deloitte U.S. Firms while I was employed by the United States Government; and (2) I had either recused myself or had not played an active role in the applicable United States Government agency's decision to award any contracts to the Deloitte U.S. Firms while I was employed by the United States Government.

#### **PROTECTION OF OUR BUSINESS**

**3. Reporting of Proceedings.** Except as provided by law and except as I have disclosed in writing on **Exhibit C** to this Agreement, I represent and warrant that I have no *Proceedings* to report. Should I become a subject of any *Proceedings* during my association with the Employer, I agree to immediately report, in writing, all relevant facts to the Chief Talent Officer of Deloitte LLP, the Regional Talent Director of the Employer, and the Chief Ethics and Compliance Officer of Deloitte LLP. I understand that my responses are subject to audit and review by the Employer and others in accordance with applicable professional, ethical, legal, or Employer requirements, rules, regulations, policies, or practices, or other requests.

**4. Confidentiality.** I acknowledge that, by virtue of my *Employment*, I will acquire and be exposed to, have access to, make use of and/or create *Confidential Information*. Therefore, I agree to hold in trust and confidence all such *Confidential Information*. I will neither disclose any such *Confidential Information* to anyone outside a *Deloitte Entity* without the prior written approval of an *Authorized Signatory*, except as required by my authorized duties for the Employer, nor use any such *Confidential Information* for any purpose other than for the benefit of a *Deloitte Entity*.

**5. Third Party Information and Property.** I agree that during my *Employment*, I shall not use or disclose any confidential information or intellectual property of any former employer or other person or entity without the prior written authorization of such employer, person or entity and the prior written consent of an *Authorized Signatory*. If I were to use or disclose any such Confidential Information or Intellectual Property without prior consent, and any of the *Deloitte Entities* become the subject of any claim from a third party regarding such unauthorized use or disclosure, I agree to hold harmless and indemnify the *Deloitte Entities* for any legal defense costs and/or damages related to any such claim.

**6. Authorization.** Only employees of the Employer holding a senior or managerial position with the Employer will be authorized by a specific authorization, delegation, or power of attorney to sign legal documents, representing the Employer. Similarly, only such authorized employees of the Employer may speak about the Employer, the business and plans, various client-related projects etc.

**7. Competing Activities and Conflict of Interest.** During the period of my *Employment* I will not, directly or indirectly, participate in or in any way render services or assistance to any business that is or may be competitive with a *Deloitte Entity*, whether or not for compensation, or engage in any conduct which might result in, or create the appearance of using my position for private gain or other than for the benefit of a *Deloitte Entity*, or otherwise create a conflict, or the appearance of a conflict, of interest with a *Deloitte Entity*. Such conduct shall include, but not be limited to, having an undisclosed financial interest in any vendor or supplier of a *Deloitte Entity*, accepting payments of any kind or gifts other than of a nominal value from vendors, clients or suppliers, or having an undisclosed relationship with a family member or other individual who is employed or

associated with any entity in active or potential competition with a *Deloitte Entity*, and which creates a conflict of interest. I represent and warrant that I am not currently aware of any present or past violation of this provision.

**8. Authorization to Access Systems and Electronic Communications and use of Deloitte Property.** I understand that while employed with a *Deloitte Entity*, I will use and have access to the Systems. I also acknowledge that a *Deloitte Entity* has the right at any time to access, retrieve, delete, monitor, examine, use and/or disclose my Electronic Communications and information from (or about) me and the content, without notice to me, and that such *Electronic Communications* are considered part of a *Deloitte Entity's* business and client records and are not to be considered private or personal to me or any other *Personnel*. I further acknowledge that this right extends to *Electronic Communications* transmitted for either a business or personal purpose.

I agree that I am authorized to access the *Systems* only for approved business purposes and occasional personal use if such use does not interfere with my work responsibilities and other required business activities, business operations, or *Systems* performance. However, I also acknowledge that such occasional personal use does not create an expectation of privacy as to any of my personal *Electronic Communications* and, as such, are *Deloitte Property*.

I further acknowledge that I am not authorized to use the *Systems* for personal gain or any illegal or unethical use. I agree that under no circumstances am I authorized to access any of the *Systems* for the purpose of obtaining *Deloitte Property* for a competitor of a *Deloitte Entity*, transmitting *Deloitte Property* to me (e.g., emailing *Confidential Information* to my personal email address) or to a third party for purposes other than furthering the business objectives of a *Deloitte Entity*. I am not authorized to download a *Deloitte Entity's Confidential Information* or other *Deloitte Property* to removable media such as a CD Rom, disk or thumb drive other than as authorized for furthering the business objectives of a *Deloitte Entity*.

I will be responsible for the safe keeping and return in good condition and order of all the *Deloitte Property* that may be in my use, custody, care or charge. For the loss of any *Deloitte Property* in my possession or custody or for which I have been assigned responsibility, the Employer will have a right to assess on its own basis and recover from me, the damages in respect of such materials (out of the amounts due to me or otherwise) and to take such other legal action as it deems appropriate including termination of my employment without notice or payment in lieu thereof in the event of my failure to account for such material or property to its satisfaction.

**9. Security.** I am provided with a worktable and lockable storage space. I will ensure they are locked when unattended and understand that a duplicate key will only be provided if I sign for it. I am required to display my identity card to the appropriate security personnel on demand and at all times within the office premises.

**10. Ownership of Works.**

a. I agree that the Employer owns all rights, title and interest in and to all *Works*.

b. I agree that all *Works* are deemed works made for hire under India copyright or applicable laws or equivalent laws of any applicable foreign jurisdiction, and all *Intellectual Property Rights* therein vest automatically in the Employer upon creation of the *Works*. I agree that, to the extent any *Work* is held not to be a work made for hire, I hereby irrevocably assign all *Intellectual Property Rights* in the *Work* to the Employer. Notwithstanding anything contained in Section 19(4) of the Indian Copyright Act, 1957, I agree that such assignment shall continue to be in force for perpetuity irrespective of whether or not the Employer exercises its rights as the assignee for any period of time.

c. I will at all times, even after termination of my *Employment*, do whatever the Employer reasonably requests of me, at the Employer's expense, to document the assignment of any *Works* to the Employer or to assist the Employer in pursuing, renewing, extending or assigning any *Intellectual Property Rights*, and otherwise perfecting, protecting and enforcing said *Intellectual Property Rights* in, any *Works*. I agree that, as between me and the Employer, the Employer shall be the sole author, inventor, and owner of all such *Works* and *Intellectual Property Rights* therein throughout the world, and that the Employer shall have the sole right to seek copyright registrations, patents or trademark registrations, including all extensions and renewals thereof. I also hereby agree that I waive all moral rights in any *Works*.

I also agree to assign all my right, title and interest in and to any particular *Works* to a third party as directed by the Employer.

In the event the Employer is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraphs, I hereby irrevocably designate and appoint the Employer and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and in my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraphs with the same legal force and effect as if executed by me. I hereby waive any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any *Works* assigned hereunder to the Employer.

d. During a 12 month period after termination of my *Employment*, I agree that any *Intellectual Property* I create or conceive that results from and is related to any work assigned to or performed by me for the Employer, or that was created using *Deloitte Property*, is a *Work* that is subject to Paragraph 10 (b) above. For purposes of clarification, the foregoing provision is in addition to, and not in limitation of, any rights and remedies the Employer may have under the applicable laws protecting *Intellectual*

*Property of the Deloitte Entities.*

e. I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Employer) of all *Works* developed by me during the period of my employment with the Employer, which records shall be available to and remain the sole property of the Employer at all times.

**11. Pre-existing Creations; Personal Creations.** My obligations in Paragraph 10 do not apply to *Pre-existing Creations* and *Personal Creations*. I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Creations*. I acknowledge and agree that I will not assert any ownership rights against the *Deloitte Entities*, or their respective clients, with respect to any *Pre-existing Creations* unless they appear on **Exhibit B**, and **Exhibit B** has been accepted and agreed to by an *Authorized Signatory* who has signed at the bottom of such **Exhibit B**. I further agree that I shall not use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment* without the prior written consent of an *Authorized Signatory*. To the extent that I use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment*, I agree that, except as otherwise provided in a written agreement executed by me and the Employer, I hereby grant to the Employer an irrevocable, royalty free, perpetual, fully paid up, transferable, sub-licensable license to use, reproduce, distribute, display, perform, modify and create derivative works of and otherwise exploit such *Pre-existing Creations* or *Personal Creations* for any purpose including, but not limited to, client engagements.

**12. Post- Employment Restrictions re: Clients.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or serving of certain clients related to my work for a *Deloitte Entity* would necessarily involve the unauthorized use or disclosure of *Confidential Information*, and the proprietary relationships and goodwill of the *Deloitte Entities*, and, in the case of my serving of certain clients, could compromise the full compliance of the Employer or another *Deloitte Entity* with the applicable laws, rules and regulations of a U.S. or India regulatory body or other independence-related requirement of a regulatory body. Accordingly, during the period of my *Employment* and for a period of one year thereafter, I will not, directly or indirectly, solicit or provide services to any existing client of a *Deloitte Entity* with which I had personal contact and provided services during the two-year period prior to termination of my *Employment*.

**13. Exceptions to Post- Employment Restrictions re: Clients.** I understand that the obligations of Paragraph 12 will not apply for a period of three (3) years after my start date or the date of my promotion or transfer to clients of a *Deloitte Entity* and/or certain specified kinds of services rendered to such clients that meet all of the following criteria: (a) are personal clients of mine who came to a *Deloitte Entity* solely to avail themselves of certain specified kinds of services rendered by me and only as a result of my own independent recruitment efforts, which a *Deloitte Entity* neither subsidized nor otherwise financially supported as part of a program of client development, (b) are listed on **Exhibit D** expressly by name with respect to client and with sufficient specificity with respect to the kinds of service(s) that I will be permitted to render, and (c) are accepted and agreed to as to their listing on **Exhibit D** by an *Authorized Signatory* who has signed at the bottom of such Exhibit. I agree that after a period of three (3) years from my start date or the date of my promotion or transfer the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on **Exhibit D** to support the application of the obligations of Paragraph 12 to those clients.

**14. Future Employment with Clients.** Except as otherwise provided herein, I understand that I am not prohibited from accepting employment with a client (or an affiliate of such client) of a *Deloitte Entity*. Before entering into substantive discussions with an *Attest Client* regarding any employment opportunity, I acknowledge and agree that during my *Employment* and for five years thereafter I must first notify *Independence* and obtain prior written approval from *Independence*. I acknowledge and understand that it is the intent of the Employer to interpret and apply this provision (a) in an effort to ensure the full compliance of the *Deloitte Entities* with applicable U.S. and India laws, rules, and regulations; (b) to serve the public interest; and (c) to protect the legitimate interests of the *Deloitte Entities* or their respective *Attest Clients* under applicable U.S. or India laws, rules and regulations in a manner that is no greater than is reasonably necessary to protect such interests and without being unduly harsh and oppressive to me and my interests in future employment with an *Attest Client*. Further, I acknowledge and agree that because of, among other things, the importance of the *Deloitte Entities* remaining in compliance with applicable independence rules, such approval may be withheld by *Independence* in the event that my employment with an *Attest Client* would, in the view of Deloitte LLP, be inconsistent with applicable laws, rules and regulations or jeopardize the independence of a *Deloitte Entity* with respect to such *Attest Client*.

**15. Restrictions re: Personnel and Contractors.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or hiring or of any of its *Personnel* or contractors of the *Deloitte Entities*, or my participation in their hiring, admission or retention, would necessarily involve the unauthorized use or disclosure of *Confidential Information* or the proprietary relationships and goodwill of the *Deloitte Entities*. Accordingly, during my *Employment* and for one year thereafter, I will not, directly or indirectly, (a) solicit or attempt to solicit, or participate in the solicitation of or any attempt to solicit any *Personnel* to leave a *Deloitte Entity*, or to join any firm or business with which I may be or become affiliated; (b) participate in the hiring or admission of any *Personnel*; or (c) cause a contractor of a *Deloitte Entity* to cease providing services to, with, or on behalf of the *Deloitte Entity*.

**16. Post- Employment Restrictions re: Deloitte Property.** Upon termination of my *Employment*: (a) I will not use or disclose *Deloitte Property*, including, but not limited to, *Confidential Information* and *Works*, for any purpose; (b) I will not retain or take with me any *Deloitte Property*; (c) I will immediately deliver to a *Deloitte Entity* at any location that it designates, at my expense, within one business day after the termination of my *Employment* or on an alternate date designated by a *Deloitte*

*Entity*, any *Deloitte Property* that I may then or thereafter hold or control; and (d) I agree to allow a *Deloitte Entity* to inspect any of my personal or home computers, including smart phones, tablet computers, or any device, media or location capable of storing electronic data, to determine whether any *Deloitte Property* resides on such computers and to permit a *Deloitte Entity* to remove such *Deloitte Property*.

## OTHER POST- EMPLOYMENT OBLIGATIONS

**17. Transition of Work and Cooperation.** Upon termination of my *Employment* for any reason, I will cooperate with a *Deloitte Entity* in all matters relating to the completion of pending work and its orderly transfer. I will also cooperate fully with a *Deloitte Entity* in connection with any threat of or actual legal proceeding against a *Deloitte Entity* or any client, customer or licensor of a *Deloitte Entity* arising out of any matter with or of which I had contact or knowledge during my *Employment*.

**18. Notification of Post- Employment Obligations.** I agree that prior to accepting employment or affiliation with another firm or business I will advise such firm or business of my duties and obligations under this Employment Agreement. After my *Employment* ends, I agree that a *Deloitte Entity* shall be permitted to advise any firm or business with which I have accepted an offer of employment or affiliation concerning my duties and obligations under this Employment Agreement.

**19. Certification.** I agree that during or after my *Employment* I will, if requested, provide written certification in such form as the Employer may require that I have complied with my obligations hereunder, including, without limitation, those obligations set forth in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15 and 16 of this Agreement.

## OUR ENFORCEMENT RIGHTS AND REMEDIES IN THE EVENT OF A BREACH

**20. Equitable Relief and Attorney's Fees.** I acknowledge and agree that a breach of this Employment Agreement, including, but not limited to, a breach of my duties and obligations under the terms and conditions of Paragraphs 4, 5, 7, 8, 9, 10, 12, 14, 15 or 16 would cause irreparable harm to the *Deloitte Entities* and that, in addition to other remedies, the Employer on behalf of itself or another *Deloitte Entity* is entitled to a temporary restraining order, an injunction or other equitable relief to prevent any such breach. I also acknowledge that, to the extent permitted by law, a *Deloitte Entity* will be entitled to the payment of the *Deloitte Entities'* reasonable costs and attorney's fees incurred in enforcing this Employment Agreement. I also acknowledge that, to the extent permitted by law, the Employer may request that a court extend the one year period following the termination of my *Employment*, as provided in Paragraphs 12 and 15, to correspond with the period that I participated in activities prohibited by Paragraphs 12 and 15.

**21. Liquidated Damages: Client Fees.** I agree that in the event of a breach under Paragraph 12, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

**22. Liquidated Damages: Compensation.** I agree that the precise amount of damages flowing from a breach under Paragraph 15 would be impracticable or extremely difficult to ascertain in an actual amount. Therefore, I agree that in the event of a breach under Paragraph 15, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by or owed to any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

**23. Right of Inspection.** I agree to permit the Employer (or to use my best efforts to enable the Employer) to inspect my books and records (and the books and records of any entity which employs or is associated or affiliated with me), upon request and at reasonable times, to enable the Employer to confirm the calculations described above and to verify compliance with Paragraphs 12 and 15. The Employer shall keep confidential any proprietary information obtained, except as may be necessary or desirable to enable the Employer to enforce its rights under this Employment Agreement and except as may be required by any statute, court or administrative order to decree or government ruling or regulation.



**MISCELLANEOUS**

**24. Governing Law; Choice of Forum.** This Employment Agreement is deemed to have been executed in the Employer's office in **Hyderabad, Telangana, India** and will be construed and governed in accordance with the laws of the Republic of India without regard to its conflicts-of-law principles. You agree to submit to jurisdiction before any court of record in which the Employer's office to which you were assigned is located, or in which a breach of this Employment Agreement may occur, at the election of the Employer, and you waive any right to raise questions of personal jurisdiction or venue in any action the Employer may bring against you in any such court. You further agree to accept service of process/summons/legal notice from the Employer when that process/summons/legal notice is either sent to your last known address by certified mail or served by any other means permitted under the law of the jurisdiction in which the Employer may bring an action against you.

**25. Modifications.** My obligations hereunder may not be changed or modified, released, discharged, abandoned or terminated, in whole or in part, except by an instrument in writing signed by an *Authorized Signatory*.

**26. Severability.** Every provision of this Employment Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such term or provision will be enforced to the maximum extent permitted by law and, in any event, such illegality or invalidity shall not affect the validity of the remainder of the Employment Agreement.

**27. Blue-Penciling.** If any court determines that any provision of this Employment Agreement, or any part hereof, or the application of any such provision, or any part hereof, to any person or circumstance is unenforceable or void, such court shall have the power to modify such provision, or any part hereof, to the extent necessary to render it legal and enforceable while preserving its intent, or if such modification is not possible, by substituting therefore another provision that is legal and enforceable and that achieves the same objective.

**28. Waiver.** None of my obligations under this Employment Agreement shall be deemed to have been waived by the Employer except if the giving of such waiver is contained in a written notice given to me and no such waiver shall be deemed to be a waiver of any other or further obligation I have under this Employment Agreement.

**29. Entire Agreement.** This Employment Agreement, the Employer's employment application, the Terms and Conditions of Service issued pursuant to the offer of employment and any documentation employing me or transferring me to the Employer, contain the entire understanding between me and the Employer or any other *Deloitte Entity* with respect to the subject matter hereof and supersedes all prior representations, warranties, and agreements with respect to such subject matter, and no representations, warranties or other covenants exist with respect to such subject matter that are not contained or expressly referred to herein. Notwithstanding the foregoing, any written agreement between a *Deloitte Entity* and me with respect to the subject matter hereof that was signed by me prior to the effective date of this Employment Agreement shall remain valid and enforceable according to the terms of such agreement with respect to all acts and omissions occurring prior to the effective date of this Employment Agreement. In the event of a conflict between this Employment Agreement and the employment application or any other document purporting to set forth terms and conditions of my *Employment*, this Employment Agreement will control.

**30. Transfer and Assignment.** Unless as the Employer shall otherwise determine, the rights, obligations and benefits of the Employer under this Employment Agreement, including but not limited to those rights and benefits relating to my post-Employment obligations set forth in this Paragraph 30 and in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19 and 23 above, are transferred and assigned, in whole or in part (as the Employer shall determine) and without the need for my consent or the formality of documentation or prescribed processes, to (a) any *Deloitte Entity* in connection with my transfer to that *Deloitte Entity* or (b) any entity that acquires all or a part of the assets or business of the Employer. All provisions of this Employment Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, representatives, successors, and assigns of the Employer and me, and any *Deloitte Entity* to which I may be transferred during my *Employment*, provided, however, none of my duties or obligations under this Employment Agreement may be assigned or transferred by me to any other person or entity without the Employer's prior written approval of such assignment or transfer. Any purported assignments in violation of this Paragraph 30 shall be null and void.

**31. Headings.** The headings contained in this Employment Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Employment Agreement.

I have read the foregoing, understand it, and agree to comply with its terms.

**For Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
 6718FF75DA89400...

Pooja Madhani

**Talent**

**Authorized Signatory**

Effective as of , I accept all the terms and conditions of the Employer as stipulated in this Employment Agreement.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

**EXHIBIT A**

The definitions below apply to the italicized terms that appear in the Employment Agreement (including the exhibits):

**Attest Client** – attest client (or an affiliate of such client) of Deloitte & Touche LLP or a *Deloitte Entity*.

**Authorized Signatory** – a director, officer or other person who is authorized to sign on behalf of a *Deloitte Entity*.

**Confidential Information** – any information not generally known to the public, in any *Form*, that (1) relates to the operation of a *Deloitte Entity* or provides the *Deloitte Entities* with a competitive advantage, (2) consists of Personally Identifiable Information (*PII*) or other personal information about *Personnel*, client and other third party personnel, independent contractors, subcontractors, agents, vendors, suppliers or others which the Employer or another *Deloitte Entity* receives in the course of business, and (3) all other information entrusted to the Employer or another *Deloitte Entity* by clients and other third parties. *Confidential Information* includes, but is not limited to, *Intellectual Property*, supplier information, designs, business or marketing plans, forecasts and financial information, tax returns, tax identification numbers, agreements, client or prospective client lists, specific information about clients or prospective clients such as preferences for specific products and services, client or prospective client needs based on financial history and past purchases of services, client or prospective client development plans, specific rates charged to a client or offered to a prospective client and other business or client records. *Confidential Information* also includes, but is not limited to, debit or credit card information, employment applications, organization charts, performance ratings and other personnel records.

**Deloitte Entity** – the Employer, Deloitte LLP, and any corporation, company, partnership, limited liability company or other entity (a) that (i) is owned, directly or indirectly, in whole or in part, by Deloitte LLP (the “Deloitte U.S. Firms”), including but not limited to Deloitte LLP subsidiaries in India, the Deloitte Touche Tohmatsu verein, Deloitte Global Services Limited, Deloitte Global Services Holdings Limited, Deloitte Touche Tohmatsu Limited (“DTTL”) or any member firm of DTTL or affiliate thereof (collectively, the “DTTL Member Firms”) or (ii) controls, is controlled by or is under common control with any of the entities listed in clause (i); or (b) in which any *Personnel* participated on its behalf, or carried out any duties with respect to its affairs. For purposes of this Employment Agreement, the term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract, or otherwise.

**Deloitte Property** – *Confidential Information*, *Systems*, equipment, debit and credit cards issued in connection with my *Employment*, furniture, facilities and any and all other materials owned, licensed or leased by a *Deloitte Entity*, including, without limitation, computerized or electronic information and all copies thereof in any form or media, created by, furnished to, obtained by or prepared by me in the course of my employment in any capacity.

**Deloitte India (Offices of the US)** - The following companies shall be deemed to be the affiliates of each other and are collectively referred to as Deloitte India (Offices of the US): (i) Deloitte Consulting India Private Limited (ii) Deloitte Tax Services India Private Limited (iii) Deloitte Support Services India Private Limited (iv) Deloitte Financial Advisory Services India Private Limited and (v) Deloitte & Touche Assurance & Enterprise Risk Services India Private Limited.

**Electronic Communications** – all text, audio, video, images, information, data, files and attachments created, displayed, sent, received, posted, accessed or stored, whether deleted or not, by means of the *Systems*.

**Employment** – the nature of my relationship with the Employer or a *Deloitte Entity* pursuant to this Employment Agreement. Alternatively, and depending on context, *Employment* is the period of time during which this relationship persists.

**Form** - paper, computer disc, USB drive, website; any other tangible or electronic medium by which information may be stored or accessed; and human memory.

**Independence** – National Office (Independence) of Deloitte LLP.

**Intellectual Property** - works of authorship (including, without limitation, books, articles, data compilations, software and other copyrightable materials), materials, patents, inventions, designs, techniques, methodologies, processes, discoveries, know-how, ideas, trade secrets, moral rights, trademarks and other indicia of origin together with the goodwill therein, and all patent applications, copyright and trademark applications and registrations, and extensions and renewals thereof, throughout the world.

**Intellectual Property Rights** – all rights, title and interest in Intellectual Property.

**PCAOB** – the United States Public Company Accounting Oversight Board.

**Personal Creations** – *Intellectual Property* that meet all of the following criteria: (1) it is conceived, developed, and created by me on my own time without using *Deloitte Property* or *Personnel* (during work hours), facilities, *Confidential Information* or *Works* of a *Deloitte Entity*, (2) it is unrelated to the actual or reasonably anticipated business or research and development of a

*Deloitte Entity*, and (3) it does not result from any work performed by me and the *Personnel* (during work hours) for a *Deloitte Entity*.

**Personnel** – partners, principals, members, officers and employees of a *Deloitte Entity*.

**PII** – information (excluding business contact information such as an individual's name and one or more of the following: organization name, organizational title, organizational role, business address, business telephone number (including business cell phone number and business email address) relating to an identified or identifiable natural person. An identifiable natural person is a natural person who can be identified, directly or indirectly, by reference to an identification number or factors specific to his or her physical, physiological, mental, economic, cultural or social identity. Set forth below is a non-exclusive list of information that constitutes PII when such information relates to an identified or identifiable natural person:

- Account number (bank account, credit card, etc.)
- Address
- Biometric identifier
- Certificate or license number
- Date of birth
- Government identifiers (such as PAN)
- Name\*
- Personnel Number
- Photograph or video identifiable to an individual
- Vehicle identifier or serial number
- Other information related to an individual that may directly or indirectly identify that individual (e.g., salary, performance rating, purchase history, call history, etc.)

\* Note: When an individual's name is used with PII that is not business contact information, it is included in the definition of PII.

**Pre-existing Agreements or Arrangements** – agreements or arrangements that (1) relate to any *Pre-existing Creations*; or (2) may affect my ability to comply with the requirements of this Employment Agreement, including all contractual and other restrictions or obligations with other parties, including any post-employment restrictions and required notifications to the extent applicable under 18 United States Code §207, CFR 3.104-4, and India laws, rules and regulations that may or will impose limitations on my professional activities during my *Employment* (such as any non-compete agreements with prior employers and the one-year ban on lobbying contacts).

**Pre-existing Creations** – any *Intellectual Property* and *Intellectual Property Rights* that were developed or created by me, alone or with others, or otherwise acquired by me, before the period of my employment in any capacity with the Employer, in which I claim any ownership or right.

**Proceedings** – past or pending (1) actual or threatened claims or complaints of, or arising out of service to, present or former clients, (2) regulatory, self-regulatory, disciplinary, administrative, civil or criminal investigations, inquiries, charges, complaints, actions, sanctions, alternative dispute resolution proceedings, other proceedings or matters (other than criminal proceedings which relate solely to the operation of a motor vehicle) of any kind or nature, in India or any other jurisdiction, against me, including criminal proceedings arising out of my provision of professional services, proceedings brought by a professional association, or proceedings involving the Securities and Exchange Board of India, United States Securities and Exchange Commission or the PCAOB, other professional bodies like the Institute of Chartered Accountants of India or (3) matters of any kind or nature which could adversely affect my association with the Employer or my ability to perform my duties or responsibilities to the Employer, whether set forth in this Employment Agreement or otherwise, or my registration with or licensure by any governmental, quasi-governmental, or other regulatory agency, body or entity, in or outside the United States or India.

**Systems** – the communications systems or any part of such systems that a *Deloitte Entity* owns, licenses or operates and approves for use, including, but not limited to, e-mail, text messaging, Lotus Notes, Deloitte Online (eRoom), instant messaging, local area network, wide area network, Intranet (e.g., DeloitteNet, D Street), Internet, extranet, collaborative tools (e.g., blogs, wikis, etc.), laptop and desktop computers, servers, air cards, Personal Digital Assistants, cell phones, telephones and voicemail.

**Works** – all *Intellectual Property*, in any *Form*, created by me, alone or with others, during the period of my *Employment* that (1) is created within the scope of my *Employment*; (2) relates in any manner to the actual or anticipated business, research, or development of a *Deloitte Entity*; (3) results from any work assigned to or performed by me, alone or with others, for the Employer; or (4) is created with the use of *Deloitte Property*.

**EXHIBIT B****Pre-existing Creations; Pre-existing Agreements or Arrangements**

I understand and agree that the Employer makes no attempt to verify my claim of ownership to any of the *Pre-existing Creations* listed, and makes no admission that any *Pre-existing Creations* listed are owned by me.

[If yes, please enter details below]

Yes, I do have *Pre-existing Creations*, *Pre-existing Agreements or Arrangements*

No, I do not have *Pre-existing Creations*, *Pre-existing Agreements or Arrangements*

<b><u>Title</u></b>	<b><u>Date</u></b>	<b><u>Brief Description</u></b>
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\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Print)

ACCEPTED AND AGREED TO:

**Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
6718FF75DA89400...

Pooja Madnani

**Talent**

Its: *Authorized Signatory*

\_\_\_\_\_  
Date

An *Authorized Signatory's* signature is required only if *Pre-existing Creations* or *Pre-existing Agreements* or *Arrangements* are listed pursuant to Paragraphs 2 and 11 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment made in light of Paragraph 2 that *Pre-existing Creations*, if any, are described and explained in sufficient detail so that the likelihood of confusion between the employee's *Pre-existing Creations* and the *Intellectual Property* of a *Deloitte Entity* can be avoided or minimized in the future and further indicates that the *Pre-existing Agreements* or *Arrangements* have been obtained and reviewed and that the *Authorized Signatory* is satisfied that such *Pre-existing Agreements* or *Arrangements* will not interfere with the employee's ability to comply with the requirements of this Employment Agreement.

**EXHIBIT C**

**Proceedings**

[none, unless otherwise specified]

Yes, I do have *Proceedings* to report

No, I do not have *Proceedings* to report

My signature below certifies that to the best of my knowledge, the information I have provided above, pursuant to Paragraph 3, is complete and accurate.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

**EXHIBIT D**

**Exceptions to Post-Employment Restrictions: re: Clients**

[none, unless otherwise specified]

As specified in Paragraph 13, I agree that after a period of three (3) years from my start date or the date of my employment, as the case may be, the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on Exhibit D to support the application of the obligations of Paragraph 12 to those clients.

Yes, I do have  
Post-Employment Restrictions  
re: Clients

No, I do not have  
Post-Employment Restrictions  
re: Clients

<u>Name of Client</u>	<u>Specified Kind of Services(s) Permitted</u>
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ACCEPTED AND AGREED TO:

**Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
6718FF75DA89400...

Pooja Madnani

**Talent**

Its:     Authorized Signatory	<hr/>
	Date

I have read and understood the above policy terms.

<hr/>	<hr/>	<hr/>
Signature	Name	Date

A n *Authorized Signatory's* signature is required only if information is provided pursuant to Paragraph 13 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment that criteria in Paragraph 13 have been fully satisfied, the clients listed have been properly identified, and the kinds of services permitted have been described with sufficient specificity.

## Terms and Conditions of Service

In continuation to our offer of employment with **Deloitte Tax Services India Private Limited** (the "Employer"), please note the terms and conditions of service.

The italicized terms in these Terms and Conditions of Service are defined in **Exhibit A** of the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement hereto.

### Terms of Service

#### 1. COMPLIANCE WITH INDEPENDENCE, ETHICS AND OTHER REQUIREMENTS

Deloitte & Touche LLP performs attest services for certain of its clients and is subject to the independence requirements of, among others, the United States Securities and Exchange Commission (SEC), the United States Public Company Accounting Oversight Board (PCAOB), and the American Institute of Certified Public Accountants (AICPA). These requirements mandate that certain of the Employer's employees and their relatives be independent of some or all of such attest clients and their affiliates in accordance with the policies of Deloitte LLP and its subsidiaries (the "Deloitte US Entities").

Upon joining the Employer, you will be asked to review a listing of the attest clients and the affiliates of such clients of certain of the Deloitte US Entities and disclose relationships or financial holdings that you or your relatives may have that could affect the independence of the Deloitte US Entities. Any relationships or holdings that conflict with, among other things, the requirements of the SEC, the PCAOB or the AICPA or the independence or ethics policies of the Deloitte US Entities will need to be resolved immediately. Further, you will be required to comply with these policies throughout your career with the Employer, including, when applicable, maintaining a current list of certain of your financial interests (but not their value) in the independence tracking system.

As a condition to your joining the Employer and continued employment, you are required to complete a representation regarding your understanding of, and compliance with, independence and other matters, on a periodical basis (as requested beginning on or prior to the date of you joining the Employer, annually thereafter, and upon certain changes in your role in the Employer), the details of which are provided in the independence representation. An example copy of this representation form is available for your reference on [www.deloittenet.com](http://www.deloittenet.com). The representation should be made to the best of your knowledge and ability. It is your responsibility to consult on any matter should you be uncertain or have a question. You are also requested to refer to [www.deloittenet.com](http://www.deloittenet.com) and *Independence* for more information in this respect. The representations made by you will be subject to an audit and may be reviewed by Deloitte LLP representatives and shared with certain third parties. If you are selected for such an audit, you will need to submit certain personal financial records to Deloitte LLP's internal audit team. Please be assured that Deloitte LLP fully intends to keep all information obtained through the audit process confidential and secure. You hereby give your consent to Deloitte LLP to use the information provided by you for such purposes as provided in the policies regarding independence and ethics.

In the event you (i) do not cooperate or comply with the independence requirements, or (ii) do not complete the necessary representations, or (iii) make inaccurate representation(s); you may be subject to disciplinary action including and up to termination of employment with the Employer.

Please feel free to contact or consult *Independence* should you require any further information or if you have any specific concerns in this respect.

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#### 2. NON DISCLOSURE, NON SOLICIT AND INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AGREEMENT ("Employment Agreement")

You will be expected to sign the Employer's Employment Agreement. Please contact Talent for further details.

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#### 3. HARRASSMENT POLICY

**Administrative Policy Release ("APR") 213** is the Employer's policy prohibiting harassment. Deloitte LLP's subsidiaries located in India ("Deloitte India (Offices of the US)") are committed to providing a working environment that is free from harassment based on caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis, in accordance with applicable Indian central, state or local law. Expressly forbidden are unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Depending on the circumstances, such harassment may also include conduct such as stereotyped or demeaning remarks or gestures or the display or circulation, whether in writing or electronically, of materials or pictures offensive to persons because of their caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis in accordance with applicable Indian central, state or local law. The full policy will be accessible to you on DeloitteNet after joining Deloitte U.S. India.



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#### 4. WORKING HOURS, HOLIDAYS, LEAVES AND MATERNITY BENEFITS

You will be provided with your standard working hours, which may vary over the course of your career. The Employer may, from time to time, subject to applicable laws, require the employee to work beyond these hours.

You shall be entitled to paid holidays and leave as per the Employer's policies.

Women employees are eligible for maternity benefits as per the recent amendments (2017) in the maternity benefit act, 1961, including having 26 weeks of maternity leave with pay, as applicable.

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#### 5. RETIREMENT AGE

The age of retirement for employees of Deloitte India (Offices of the US) is 60 years. Your employment will therefore automatically terminate at the end of the month in which you attain 60 years.

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#### 6. TRANSFERS

You may be transferred, assigned, or asked to attend training at the offices of a Deloitte Entity or its clients or third parties in India or abroad with or without additional compensation. In such an event, you will also be governed by the terms and conditions of service applicable to the transfer, assignment, or training.

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#### 7. NOTICE PERIOD FOR TERMINATION OF SERVICES

The notice period for termination of your services is **60 Days** by either side and/or salary in lieu of notice period on part of the Employer only.

The Employer expects all employees to maintain the highest standards of professional conduct at all times.

In order to assure orderly operations and provide the best possible work environment, the Employer expects you to follow rules of conduct that will protect the interests and safety of all personnel, including but not limited to the Code of Ethics and Professional Conduct.

In the event of any breach of the Code of Ethics and Professional Conduct, non-performance of a contractual obligation or the terms and conditions laid down in this Annexure, or if you engage in any misconduct whether or not in connection with or affecting the business or affairs of the Employer or the work conduct, as specified by Employer, you will be subject to disciplinary action up to and including termination of your services/ employment with the Employer without any notice or payment in lieu of notice notwithstanding any other terms and conditions stipulated herein.

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#### 8. MISCONDUCT

Misconduct may include but is not limited to:

- Irregular attendance: repeated or excessive absence, tardiness or early departures/ late comings without approval.
- Unreported or unapproved absence (including overstay of leave) for more than five consecutive days or deviation from assigned and accepted schedule for more than five days.
- Falsification or manipulation in background verification process or employment records, employment information, or other records prior to or after joining the Employer.
- Falsification or manipulation of Deloitte Time & Expense (DTE).
- Knowingly providing false statements, either verbally or in written form.
- Neglect of normal duties and functions.
- Practices such as reading personal materials during working time, having obscene or inappropriate posters or screen savers at your work station, playing games at your work station, etc.
- Continued discharge of work functions that do not meet the standards reasonably expected.
- Breach of the confidentiality provision in the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement including disclosing to any unauthorized person any *Confidential Information* or *PII*.
- Willful insubordination or disobedience, whether or not in combination with another, of any lawful and reasonable instructions of any member of management or any authorised person.
- Engaging in unapproved outside employment and activities as defined in APR 218 (US & IND)

([https://deloitte.net.deloitte.com/About/Policies/Admin/Pages/218\\_OutsideEmploymentActivities\\_US.aspx](https://deloitte.net.deloitte.com/About/Policies/Admin/Pages/218_OutsideEmploymentActivities_US.aspx)).

- Installing, downloading, copying or duplicating any unauthorized or unlicensed software, programs, games, or attachments on any computer system of the Employer or of any *Deloitte Entity* or its clients.
- Engaging in any illegal activities.
- Workplace violence, including threats of physical violence.
- Corporate credit card delinquencies.
- Causing damage to the property of the Employer, any *Deloitte Entity*, its clients, or their respective personnel
- Going on or abetting a strike in contravention of any law.
- Theft of any property belonging to another, the Employer or any *Deloitte Entity*, or their respective personnel, clients, or visitors
- Possession of firearms, explosives, knives or any instruments that can be used as an injurious or deadly weapon in the workplace or at any *Deloitte Entity* sponsored event.
- Corruption, fraud, or misappropriation of funds.
- Failure to comply with the policies, guidelines, rules and regulations of the Employer or a *Deloitte Entity* as applicable.
- Excessive personal use of the Employer's telephone, fax or computer systems.
- Failure to adhere to applicable laws.
- Any act prejudicial to or in conflict with the interests of the Employer or a *Deloitte Entity*.

The above terms and conditions are based on, and should be read in conjunction with, the Employer's policies, guidelines, procedures and other rules currently applicable, including but not limited to Administrative Policy Releases (APRs) and Deloitte India (Offices of the US)'s other policies, guidelines, rules, and regulations. The above rules are subject to amendments from time to time and the amended rules, policies, procedures, and guidelines would be posted on the Employer's Intranet site i.e. <https://deloitte.net.deloitte.com/Pages/Home.aspx> for employee reference. The policies will be updated from time to time in the future and we deem to have your consent to any and all such changes. Furthermore, upon acceptance of employment with the Employer, you may be requested to read and acknowledge acceptance of various policies and guidelines of the Employer. It is expected that you will read and acknowledge all such communications.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name



### Training Agreement

On behalf of **Deloitte Tax Services India Private Limited**, please accept our congratulations on your recent offer of employment to join the Company as **Tax Consultant I** pursuant to the terms and conditions of your offer letter dated **August 26, 2024**. You made a very favorable impression with everyone you met and we are excited about the possibility of you joining the Company.

As you may be aware, as a condition of employment with the Company, you may be required to travel Overseas to attend a series of training sessions for a period of up to 90 days. This training will be a combination of classroom procedural training as well as on-site training to observe employees conducting similar work at various client locations. This training represents the confidence we have in your ability to be a valuable member of the practice of the Company.

As per Company policy, we kindly bring to your attention that all employees attending training overseas are required to sign a Training Agreement which will obligate the employee to repay a calculated amount of the costs associated with the training, only if the employee resigns his/her position or are terminated for cause within a specified period after completion of the training (usually between 6 to 18 months). This repayment obligation disappears after the specified period of time has lapsed. We all look forward to seeing you again soon and having you join our team of outstanding professionals.

Sincerely,

For **Deloitte Tax Services India Private Limited**

DocuSigned by:

*Pooja Madhani*

6718FF75DA89400...

By:

Signature

**Authorized Signatory**

**Deloitte Tax Services India Private Limited****Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District, CIRCLE 3, Hyderabad - 500032, Telangana, India****Tel: +91 040 67621000**  
**www.deloitte.com****Subject: Offer of Employment****Dear DHAKSHAYINI G**

On behalf of **Deloitte Tax Services India Private Limited** (the "Employer" or "Company"), I am pleased to confirm our offer of employment to you as **Tax Consultant I** based in **Hyderabad**.

We extend this offer, and the opportunity it represents, with great confidence in your abilities. You have made a very favorable impression with everyone you met and we are excited with the prospect of you joining our organization on **OCT 12, 2022**.

Your immediate manager will communicate details of your role and work responsibilities in the initial weeks of your joining the Employer. During your employment, the Company may require you to work on any project that you are assigned to, on any technical platforms/skills and nature of the project, in differentiated work timing, at designated work space and location as may be decided by the company.

As part of your annual compensation, you will receive a Total Salary of **382500** and, will be eligible for a performance linked variable bonus. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount could vary depending upon the business and individual performance each fiscal year and, in some situations, could exceed the payout range indicated. Any amounts paid will be subject to statutory and other deductions as per Employer policies and practices. The details of your compensation breakdown are provided in the attached Annexure A.

As an incentive to join the Company, you are eligible to receive a joining bonus of **Rs./₹ 100,000/-** subject to your reporting for full-time employment on **OCT 12, 2022**.

. This amount will attract applicable taxes and will be processed as part of your first month's payroll. You will have an obligation to repay the entire amount of your joining bonus if you resign your position or are terminated for cause by the Company within **12 months** of your start date.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

Your employment with us will be governed by the Terms and Conditions as detailed in **Annexure B**, as well as any and all rules, regulations, guidelines, policies and practices of the Employer, which may be amended from time to time. Deloitte LLP and its U.S.-based subsidiaries (the "Deloitte U.S. Firms") requires their employees to make the necessary representations regarding independence and other matters. Because the Employer is an Indian subsidiary of Deloitte LLP, we must also comply with these independence requirements. Accordingly, this offer is conditional upon you agreeing to make such representations under the Employer's Independence Representations requirements, as further explained in **Annexure B**.

Your compensation details are confidential, and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization. We would like you to join the Employer on, or an alternative mutually agreed upon date.

This offer letter, together with the Annexures described herein, and the Non-Disclosure, Non Solicit and Intellectual Property Rights Assignment Agreement, the Information Security Policy (which you are required to sign upon joining), constitute the entire agreement between the parties with respect to the subject matter of this offer, and supersedes all other previous or contemporaneous oral or written representations, understandings or agreements relating to the subject matter of this offer between you and the Employer or its affiliates.

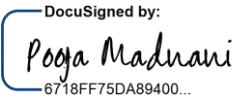
In compliance with applicable laws, Deloitte India (Offices of the US) provides its professionals with home pick-up and drop transport services within **pre-defined** boundary if their shift timings are between 8:30 p.m. - 6:00 a.m. in Hyderabad, 9:00 p.m. - 6:00 a.m. in Mumbai, Pune; 7:00 p.m. – 6:00 a.m. in Gurugram, 8:00 p.m. - 6:00 a.m. in Bengaluru, Chennai, and Kolkata.

This letter and **Deloitte Tax Services India Private Limited** employment application are intended to be final. To accept the offer and the terms of this letter, please sign below in the space provided within three business days.

everyone you have interviewed with joins me in extending to you congratulations and warm regards. We look forward to you joining our team.

Sincerely,

**For Deloitte Tax Services India Private Limited**  
Best regards,

By:   
Signature

**Authorized Signatory**

**Acceptance**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Annexure A****Tax Consultant I -**

<b>Description</b>	<b>Monthly</b> (Rs. per month)	<b>Annual</b> (Rs. per Annum)
Basic Pay	<b>17,500</b>	<b>210,000</b>
House Rent Allowance (HRA)	<b>8,750</b>	<b>105,000</b>
Special Allowance <sup>1a &amp; 1b</sup>	<b>11,867</b>	<b>142,404</b>
Leave Travel Allowance <sup>2</sup>	<b>1,750</b>	<b>21,000</b>
Differential Allowance	<b>5,833</b>	<b>69,996</b>
Meal Card <sup>3</sup>	<b>2,200</b>	<b>26,400</b>
Employer's contribution to PF	<b>2,100</b>	<b>25,200</b>
<b>Total Salary (in Rs.)</b>	<b>50,000</b>	<b>600,000</b>
Variable Bonus*	You are eligible for a performance linked variable bonus. It will be paid out at the end of the fiscal year, as applicable and on the basis of your individual performance and performance of the business	
Medical Insurance Premium <sup>4</sup>	<b>3,014</b>	<b>36,167</b>

\*The Variable Bonus will vary, primarily based on your individual performance and the performance of the business, during the Employer's fiscal year which is June through May. Your performance will be formally assessed as a part of the Employer Performance Review Cycle Process. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount will vary depending upon the business and individual performance and in some circumstances, could exceed the payout range indicated. The performance of all the employees who have joined the Employer prior to March 1st will be assessed for the fiscal year ending in May. The disbursement of a Variable Bonus, if applicable, is subject to you being active on the rolls of the Employer, during the Annual Incentive Program payout cycle for the fiscal year. For employees joining during the period March 1st to May 30th, a prorated Variable Bonus, if applicable, will be based on the first year-end review ratings in the subsequent year and paid during the Annual Incentive Program payout cycle of that year. The Variable Bonus will not be paid in the event of termination of employment for any reason on or before the disbursement time. The application and interpretation of, and any determinations related to, the Variable Bonus is at the sole discretion of Employer. Employer may amend or terminate the Variable Bonus at any time. All compensation and benefits are based on employee's position with the Employer in India.

Contd/-....

Annexure A

<sup>1</sup>All employees may claim tax exemption, subject to tax rules from time to time, from their Special Allowance component, expenses incurred towards communication and Driver / Fuel & Maintenance Expenses as per eligibility mentioned below:

**Employee Level -  
Tax Consultant I**

<sup>1a</sup>Communication Expenses

<sup>1b</sup>Fuel Expenses

*Only one Post paid mobile, one Land Phone  
and One internet connection bill(s) can be  
claimed.*

*Petrol / Driver / Insurance / Repairs &  
Maintenance*

**Rs./₹ 3,000/-** per month

**Rs./₹ 7,500/-** per month

<sup>1a</sup> The internet/telephone/mobile bills should be in the Employee's name.

<sup>1b</sup> For claiming vehicle running expenses (Driver / Fuel / Repairs & Maintenance expenses) the vehicle has to be in the name of the Employee and the current tax rules are as under. The above limits will be applicable for all those who are on company car lease program and the below limits will apply for all those who are on self-owned car. In case of company leased car, taxability would be as per the current perquisite valuation rules.

Nature of Expenses	Own Vehicle –Maximum Tax exemption limit per month		
	4 Wheelers (Engine Capacity)		
	<= 1600 cc	> 1600 cc	Two Wheelers
Fuel & Maintenance	Rs. 1,800	Rs. 2,400	Rs. 900
Driver's Salary	Rs. 900	Rs. 900	Not applicable

All employees at and above **Senior Staff** are eligible for the company car lease program. If you choose to avail of this benefit, the amount towards lease rental will be paid by the firm on your behalf to the leasing company and your compensation structure will be adjusted accordingly. A revised letter with the new compensation structure will be issued that will supersede this letter for all practical purposes.

<sup>2</sup> The Leave Travel Allowance (LTA) will be paid on a monthly basis as an allowance with tax deducted at source. If you choose to avail the tax benefit on LTA, you should submit proof of expenses incurred by you for Self and / your immediate dependents. The taxability or otherwise of LTA will be as per the Income Tax Act 1961, details of which will form part of the LTA Form.

<sup>3</sup> Meal Card amount will be credited at the start of each month and for the first month (For New Hires) prorated amount will be processed as part of payroll. If not collected, it will be processed as a taxable amount with the salary.

<sup>4</sup> Annual Floating Medical Insurance Coverage for self and **6 dependents** is being paid by the Employer on your behalf. The premium amount is subject to change every year post renewal of insurance policy. In case you opt for an enhancement of the coverage limit, the additional premium will be adjusted accordingly from the special allowance.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

You may also be eligible to either a One-time Stipend or a temporary lodging basis joining the registered office location, you will receive a survey from Deloitte prior to your joining.

You may select the best option for availing the relocation assistance. If an employee who has availed this reimbursement decides to quit within 18 months from the date of relocation claim for whatever reason, the relocation reimbursement paid to the employee will be recovered in full, from the employee's full and final settlement.

By joining the Company, you will become a member under the 'Deloitte USI Employees Welfare Trust' and may be required to make a nominal contribution as a member.

Original bills towards the above components should be submitted during the Income Tax fiscal period evidencing the expenditure to get Income Tax exemption, failing which the same will attract applicable Income Tax.

Submission of false, tampered or altered bills as proof of expense for any of the above components will result in disciplinary action including termination of employment.

**Your compensation above is subject to income tax deduction per rules and guidelines prescribed under the prevailing tax laws. This may change from time to time in line with the amendments done in tax laws.**



## Annexure B

### **Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement ("Employment Agreement")**

In consideration of my employment by **Deloitte Tax Services India Private Limited**, an Employer incorporated under the provisions of the Companies Act, 1956 and having its registered office **Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District, CIRCLE 3, Hyderabad - 500032, Telangana, India** (the "Employer") as **Tax Consultant I** - and other valuable consideration, I acknowledge and agree that:

#### **PRELIMINARY MATTERS**

**1. Defined Terms.** The italicized terms in this agreement (the "Employment Agreement") are defined in **Exhibit A** hereto.

**2. Pre-existing Agreements or Arrangements.** I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Agreements or Arrangements*. The Employer expects me to abide by all restrictions or obligations that are contained in such Pre-existing Agreements or Arrangements and to avoid involvement, while employed by the Employer, in any matter that could pose a conflict as a result of confidential information or intellectual property obtained by me prior to my *Employment*. I further represent that none of these restrictions or obligations, including those set forth in any non-compete agreements with prior employers, is inconsistent with my acceptance of the Employer's offer of *Employment* or my becoming, and serving as, **Tax Consultant I** of the Employer. To the extent applicable and if I am joining the Employer after having served as an employee or official of the United States Government, I further represent that: (1) I have disclosed my prior participation, if any, in any discussions or negotiations with, or decisions to award contracts to, the Deloitte U.S. Firms while I was employed by the United States Government; and (2) I had either recused myself or had not played an active role in the applicable United States Government agency's decision to award any contracts to the Deloitte U.S. Firms while I was employed by the United States Government.

#### **PROTECTION OF OUR BUSINESS**

**3. Reporting of Proceedings.** Except as provided by law and except as I have disclosed in writing on **Exhibit C** to this Agreement, I represent and warrant that I have no *Proceedings* to report. Should I become a subject of any *Proceedings* during my association with the Employer, I agree to immediately report, in writing, all relevant facts to the Chief Talent Officer of Deloitte LLP, the Regional Talent Director of the Employer, and the Chief Ethics and Compliance Officer of Deloitte LLP. I understand that my responses are subject to audit and review by the Employer and others in accordance with applicable professional, ethical, legal, or Employer requirements, rules, regulations, policies, or practices, or other requests.

**4. Confidentiality.** I acknowledge that, by virtue of my *Employment*, I will acquire and be exposed to, have access to, make use of and/or create *Confidential Information*. Therefore, I agree to hold in trust and confidence all such *Confidential Information*. I will neither disclose any such *Confidential Information* to anyone outside a *Deloitte Entity* without the prior written approval of an *Authorized Signatory*, except as required by my authorized duties for the Employer, nor use any such *Confidential Information* for any purpose other than for the benefit of a *Deloitte Entity*.

**5. Third Party Information and Property.** I agree that during my *Employment*, I shall not use or disclose any confidential information or intellectual property of any former employer or other person or entity without the prior written authorization of such employer, person or entity and the prior written consent of an *Authorized Signatory*. If I were to use or disclose any such Confidential Information or Intellectual Property without prior consent, and any of the *Deloitte Entities* become the subject of any claim from a third party regarding such unauthorized use or disclosure, I agree to hold harmless and indemnify the *Deloitte Entities* for any legal defense costs and/or damages related to any such claim.

**6. Authorization.** Only employees of the Employer holding a senior or managerial position with the Employer will be authorized by a specific authorization, delegation, or power of attorney to sign legal documents, representing the Employer. Similarly, only such authorized employees of the Employer may speak about the Employer, the business and plans, various client-related projects etc.

**7. Competing Activities and Conflict of Interest.** During the period of my *Employment* I will not, directly or indirectly, participate in or in any way render services or assistance to any business that is or may be competitive with a *Deloitte Entity*, whether or not for compensation, or engage in any conduct which might result in, or create the appearance of using my position for private gain or other than for the benefit of a *Deloitte Entity*, or otherwise create a conflict, or the appearance of a conflict, of interest with a *Deloitte Entity*. Such conduct shall include, but not be limited to, having an undisclosed financial interest in any vendor or supplier of a *Deloitte Entity*, accepting payments of any kind or gifts other than of a nominal value from vendors, clients or suppliers, or having an undisclosed relationship with a family member or other individual who is employed or



associated with any entity in active or potential competition with a *Deloitte Entity*, and which creates a conflict of interest. I represent and warrant that I am not currently aware of any present or past violation of this provision.

**8. Authorization to Access Systems and Electronic Communications and use of Deloitte Property.** I understand that while employed with a *Deloitte Entity*, I will use and have access to the Systems. I also acknowledge that a *Deloitte Entity* has the right at any time to access, retrieve, delete, monitor, examine, use and/or disclose my Electronic Communications and information from (or about) me and the content, without notice to me, and that such *Electronic Communications* are considered part of a *Deloitte Entity's* business and client records and are not to be considered private or personal to me or any other *Personnel*. I further acknowledge that this right extends to *Electronic Communications* transmitted for either a business or personal purpose.

I agree that I am authorized to access the *Systems* only for approved business purposes and occasional personal use if such use does not interfere with my work responsibilities and other required business activities, business operations, or *Systems* performance. However, I also acknowledge that such occasional personal use does not create an expectation of privacy as to any of my personal *Electronic Communications* and, as such, are *Deloitte Property*.

I further acknowledge that I am not authorized to use the *Systems* for personal gain or any illegal or unethical use. I agree that under no circumstances am I authorized to access any of the *Systems* for the purpose of obtaining *Deloitte Property* for a competitor of a *Deloitte Entity*, transmitting *Deloitte Property* to me (e.g., emailing *Confidential Information* to my personal email address) or to a third party for purposes other than furthering the business objectives of a *Deloitte Entity*. I am not authorized to download a *Deloitte Entity's Confidential Information* or other *Deloitte Property* to removable media such as a CD Rom, disk or thumb drive other than as authorized for furthering the business objectives of a *Deloitte Entity*.

I will be responsible for the safe keeping and return in good condition and order of all the *Deloitte Property* that may be in my use, custody, care or charge. For the loss of any *Deloitte Property* in my possession or custody or for which I have been assigned responsibility, the Employer will have a right to assess on its own basis and recover from me, the damages in respect of such materials (out of the amounts due to me or otherwise) and to take such other legal action as it deems appropriate including termination of my employment without notice or payment in lieu thereof in the event of my failure to account for such material or property to its satisfaction.

**9. Security.** I am provided with a worktable and lockable storage space. I will ensure they are locked when unattended and understand that a duplicate key will only be provided if I sign for it. I am required to display my identity card to the appropriate security personnel on demand and at all times within the office premises.

**10. Ownership of Works.**

a. I agree that the Employer owns all rights, title and interest in and to all *Works*.

b. I agree that all *Works* are deemed works made for hire under India copyright or applicable laws or equivalent laws of any applicable foreign jurisdiction, and all *Intellectual Property Rights* therein vest automatically in the Employer upon creation of the *Works*. I agree that, to the extent any *Work* is held not to be a work made for hire, I hereby irrevocably assign all *Intellectual Property Rights* in the *Work* to the Employer. Notwithstanding anything contained in Section 19(4) of the Indian Copyright Act, 1957, I agree that such assignment shall continue to be in force for perpetuity irrespective of whether or not the Employer exercises its rights as the assignee for any period of time.

c. I will at all times, even after termination of my *Employment*, do whatever the Employer reasonably requests of me, at the Employer's expense, to document the assignment of any *Works* to the Employer or to assist the Employer in pursuing, renewing, extending or assigning any *Intellectual Property Rights*, and otherwise perfecting, protecting and enforcing said *Intellectual Property Rights* in, any *Works*. I agree that, as between me and the Employer, the Employer shall be the sole author, inventor, and owner of all such *Works* and *Intellectual Property Rights* therein throughout the world, and that the Employer shall have the sole right to seek copyright registrations, patents or trademark registrations, including all extensions and renewals thereof. I also hereby agree that I waive all moral rights in any *Works*.

I also agree to assign all my right, title and interest in and to any particular *Works* to a third party as directed by the Employer.

In the event the Employer is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraphs, I hereby irrevocably designate and appoint the Employer and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and in my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraphs with the same legal force and effect as if executed by me. I hereby waive any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any *Works* assigned hereunder to the Employer.

d. During a 12 month period after termination of my *Employment*, I agree that any *Intellectual Property* I create or conceive that results from and is related to any work assigned to or performed by me for the Employer, or that was created using *Deloitte Property*, is a *Work* that is subject to Paragraph 10 (b) above. For purposes of clarification, the foregoing provision is in addition to, and not in limitation of, any rights and remedies the Employer may have under the applicable laws protecting *Intellectual*

*Property of the Deloitte Entities.*

e. I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Employer) of all *Works* developed by me during the period of my employment with the Employer, which records shall be available to and remain the sole property of the Employer at all times.

**11. Pre-existing Creations; Personal Creations.** My obligations in Paragraph 10 do not apply to *Pre-existing Creations* and *Personal Creations*. I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Creations*. I acknowledge and agree that I will not assert any ownership rights against the *Deloitte Entities*, or their respective clients, with respect to any *Pre-existing Creations* unless they appear on **Exhibit B**, and **Exhibit B** has been accepted and agreed to by an *Authorized Signatory* who has signed at the bottom of such **Exhibit B**. I further agree that I shall not use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment* without the prior written consent of an *Authorized Signatory*. To the extent that I use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment*, I agree that, except as otherwise provided in a written agreement executed by me and the Employer, I hereby grant to the Employer an irrevocable, royalty free, perpetual, fully paid up, transferable, sub-licensable license to use, reproduce, distribute, display, perform, modify and create derivative works of and otherwise exploit such *Pre-existing Creations* or *Personal Creations* for any purpose including, but not limited to, client engagements.

**12. Post- Employment Restrictions re: Clients.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or serving of certain clients related to my work for a *Deloitte Entity* would necessarily involve the unauthorized use or disclosure of *Confidential Information*, and the proprietary relationships and goodwill of the *Deloitte Entities*, and, in the case of my serving of certain clients, could compromise the full compliance of the Employer or another *Deloitte Entity* with the applicable laws, rules and regulations of a U.S. or India regulatory body or other independence-related requirement of a regulatory body. Accordingly, during the period of my *Employment* and for a period of one year thereafter, I will not, directly or indirectly, solicit or provide services to any existing client of a *Deloitte Entity* with which I had personal contact and provided services during the two-year period prior to termination of my *Employment*.

**13. Exceptions to Post- Employment Restrictions re: Clients.** I understand that the obligations of Paragraph 12 will not apply for a period of three (3) years after my start date or the date of my promotion or transfer to clients of a *Deloitte Entity* and/or certain specified kinds of services rendered to such clients that meet all of the following criteria: (a) are personal clients of mine who came to a *Deloitte Entity* solely to avail themselves of certain specified kinds of services rendered by me and only as a result of my own independent recruitment efforts, which a *Deloitte Entity* neither subsidized nor otherwise financially supported as part of a program of client development, (b) are listed on **Exhibit D** expressly by name with respect to client and with sufficient specificity with respect to the kinds of service(s) that I will be permitted to render, and (c) are accepted and agreed to as to their listing on **Exhibit D** by an *Authorized Signatory* who has signed at the bottom of such Exhibit. I agree that after a period of three (3) years from my start date or the date of my promotion or transfer the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on **Exhibit D** to support the application of the obligations of Paragraph 12 to those clients.

**14. Future Employment with Clients.** Except as otherwise provided herein, I understand that I am not prohibited from accepting employment with a client (or an affiliate of such client) of a *Deloitte Entity*. Before entering into substantive discussions with an *Attest Client* regarding any employment opportunity, I acknowledge and agree that during my *Employment* and for five years thereafter I must first notify *Independence* and obtain prior written approval from *Independence*. I acknowledge and understand that it is the intent of the Employer to interpret and apply this provision (a) in an effort to ensure the full compliance of the *Deloitte Entities* with applicable U.S. and India laws, rules, and regulations; (b) to serve the public interest; and (c) to protect the legitimate interests of the *Deloitte Entities* or their respective *Attest Clients* under applicable U.S. or India laws, rules and regulations in a manner that is no greater than is reasonably necessary to protect such interests and without being unduly harsh and oppressive to me and my interests in future employment with an *Attest Client*. Further, I acknowledge and agree that because of, among other things, the importance of the *Deloitte Entities* remaining in compliance with applicable independence rules, such approval may be withheld by *Independence* in the event that my employment with an *Attest Client* would, in the view of Deloitte LLP, be inconsistent with applicable laws, rules and regulations or jeopardize the independence of a *Deloitte Entity* with respect to such *Attest Client*.

**15. Restrictions re: Personnel and Contractors.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or hiring or of any of its *Personnel* or contractors of the *Deloitte Entities*, or my participation in their hiring, admission or retention, would necessarily involve the unauthorized use or disclosure of *Confidential Information* or the proprietary relationships and goodwill of the *Deloitte Entities*. Accordingly, during my *Employment* and for one year thereafter, I will not, directly or indirectly, (a) solicit or attempt to solicit, or participate in the solicitation of or any attempt to solicit any *Personnel* to leave a *Deloitte Entity*, or to join any firm or business with which I may be or become affiliated; (b) participate in the hiring or admission of any *Personnel*; or (c) cause a contractor of a *Deloitte Entity* to cease providing services to, with, or on behalf of the *Deloitte Entity*.

**16. Post- Employment Restrictions re: Deloitte Property.** Upon termination of my *Employment*: (a) I will not use or disclose *Deloitte Property*, including, but not limited to, *Confidential Information* and *Works*, for any purpose; (b) I will not retain or take with me any *Deloitte Property*; (c) I will immediately deliver to a *Deloitte Entity* at any location that it designates, at my expense, within one business day after the termination of my *Employment* or on an alternate date designated by a *Deloitte*

*Entity*, any *Deloitte Property* that I may then or thereafter hold or control; and (d) I agree to allow a *Deloitte Entity* to inspect any of my personal or home computers, including smart phones, tablet computers, or any device, media or location capable of storing electronic data, to determine whether any *Deloitte Property* resides on such computers and to permit a *Deloitte Entity* to remove such *Deloitte Property*.

## OTHER POST- EMPLOYMENT OBLIGATIONS

**17. Transition of Work and Cooperation.** Upon termination of my *Employment* for any reason, I will cooperate with a *Deloitte Entity* in all matters relating to the completion of pending work and its orderly transfer. I will also cooperate fully with a *Deloitte Entity* in connection with any threat of or actual legal proceeding against a *Deloitte Entity* or any client, customer or licensor of a *Deloitte Entity* arising out of any matter with or of which I had contact or knowledge during my *Employment*.

**18. Notification of Post- Employment Obligations.** I agree that prior to accepting employment or affiliation with another firm or business I will advise such firm or business of my duties and obligations under this Employment Agreement. After my *Employment* ends, I agree that a *Deloitte Entity* shall be permitted to advise any firm or business with which I have accepted an offer of employment or affiliation concerning my duties and obligations under this Employment Agreement.

**19. Certification.** I agree that during or after my *Employment* I will, if requested, provide written certification in such form as the Employer may require that I have complied with my obligations hereunder, including, without limitation, those obligations set forth in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15 and 16 of this Agreement.

## OUR ENFORCEMENT RIGHTS AND REMEDIES IN THE EVENT OF A BREACH

**20. Equitable Relief and Attorney's Fees.** I acknowledge and agree that a breach of this Employment Agreement, including, but not limited to, a breach of my duties and obligations under the terms and conditions of Paragraphs 4, 5, 7, 8, 9, 10, 12, 14, 15 or 16 would cause irreparable harm to the *Deloitte Entities* and that, in addition to other remedies, the Employer on behalf of itself or another *Deloitte Entity* is entitled to a temporary restraining order, an injunction or other equitable relief to prevent any such breach. I also acknowledge that, to the extent permitted by law, a *Deloitte Entity* will be entitled to the payment of the *Deloitte Entities'* reasonable costs and attorney's fees incurred in enforcing this Employment Agreement. I also acknowledge that, to the extent permitted by law, the Employer may request that a court extend the one year period following the termination of my *Employment*, as provided in Paragraphs 12 and 15, to correspond with the period that I participated in activities prohibited by Paragraphs 12 and 15.

**21. Liquidated Damages: Client Fees.** I agree that in the event of a breach under Paragraph 12, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

**22. Liquidated Damages: Compensation.** I agree that the precise amount of damages flowing from a breach under Paragraph 15 would be impracticable or extremely difficult to ascertain in an actual amount. Therefore, I agree that in the event of a breach under Paragraph 15, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by or owed to any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

**23. Right of Inspection.** I agree to permit the Employer (or to use my best efforts to enable the Employer) to inspect my books and records (and the books and records of any entity which employs or is associated or affiliated with me), upon request and at reasonable times, to enable the Employer to confirm the calculations described above and to verify compliance with Paragraphs 12 and 15. The Employer shall keep confidential any proprietary information obtained, except as may be necessary or desirable to enable the Employer to enforce its rights under this Employment Agreement and except as may be required by any statute, court or administrative order to decree or government ruling or regulation.

**MISCELLANEOUS**

**24. Governing Law; Choice of Forum.** This Employment Agreement is deemed to have been executed in the Employer's office in **Hyderabad, Telangana, India** and will be construed and governed in accordance with the laws of the Republic of India without regard to its conflicts-of-law principles. You agree to submit to jurisdiction before any court of record in which the Employer's office to which you were assigned is located, or in which a breach of this Employment Agreement may occur, at the election of the Employer, and you waive any right to raise questions of personal jurisdiction or venue in any action the Employer may bring against you in any such court. You further agree to accept service of process/summons/legal notice from the Employer when that process/summons/legal notice is either sent to your last known address by certified mail or served by any other means permitted under the law of the jurisdiction in which the Employer may bring an action against you.

**25. Modifications.** My obligations hereunder may not be changed or modified, released, discharged, abandoned or terminated, in whole or in part, except by an instrument in writing signed by an *Authorized Signatory*.

**26. Severability.** Every provision of this Employment Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such term or provision will be enforced to the maximum extent permitted by law and, in any event, such illegality or invalidity shall not affect the validity of the remainder of the Employment Agreement.

**27. Blue-Penciling.** If any court determines that any provision of this Employment Agreement, or any part hereof, or the application of any such provision, or any part hereof, to any person or circumstance is unenforceable or void, such court shall have the power to modify such provision, or any part hereof, to the extent necessary to render it legal and enforceable while preserving its intent, or if such modification is not possible, by substituting therefore another provision that is legal and enforceable and that achieves the same objective.

**28. Waiver.** None of my obligations under this Employment Agreement shall be deemed to have been waived by the Employer except if the giving of such waiver is contained in a written notice given to me and no such waiver shall be deemed to be a waiver of any other or further obligation I have under this Employment Agreement.

**29. Entire Agreement.** This Employment Agreement, the Employer's employment application, the Terms and Conditions of Service issued pursuant to the offer of employment and any documentation employing me or transferring me to the Employer, contain the entire understanding between me and the Employer or any other *Deloitte Entity* with respect to the subject matter hereof and supersedes all prior representations, warranties, and agreements with respect to such subject matter, and no representations, warranties or other covenants exist with respect to such subject matter that are not contained or expressly referred to herein. Notwithstanding the foregoing, any written agreement between a *Deloitte Entity* and me with respect to the subject matter hereof that was signed by me prior to the effective date of this Employment Agreement shall remain valid and enforceable according to the terms of such agreement with respect to all acts and omissions occurring prior to the effective date of this Employment Agreement. In the event of a conflict between this Employment Agreement and the employment application or any other document purporting to set forth terms and conditions of my *Employment*, this Employment Agreement will control.

**30. Transfer and Assignment.** Unless as the Employer shall otherwise determine, the rights, obligations and benefits of the Employer under this Employment Agreement, including but not limited to those rights and benefits relating to my post-Employment obligations set forth in this Paragraph 30 and in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19 and 23 above, are transferred and assigned, in whole or in part (as the Employer shall determine) and without the need for my consent or the formality of documentation or prescribed processes, to (a) any *Deloitte Entity* in connection with my transfer to that *Deloitte Entity* or (b) any entity that acquires all or a part of the assets or business of the Employer. All provisions of this Employment Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, representatives, successors, and assigns of the Employer and me, and any *Deloitte Entity* to which I may be transferred during my *Employment*, provided, however, none of my duties or obligations under this Employment Agreement may be assigned or transferred by me to any other person or entity without the Employer's prior written approval of such assignment or transfer. Any purported assignments in violation of this Paragraph 30 shall be null and void.

**31. Headings.** The headings contained in this Employment Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Employment Agreement.

I have read the foregoing, understand it, and agree to comply with its terms.

**For Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
 6718FF75DA89400...

Pooja Madhani

**Talent**

**Authorized Signatory**

Effective as of , I accept all the terms and conditions of the Employer as stipulated in this Employment Agreement.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

**EXHIBIT A**

The definitions below apply to the italicized terms that appear in the Employment Agreement (including the exhibits):

**Attest Client** – attest client (or an affiliate of such client) of Deloitte & Touche LLP or a *Deloitte Entity*.

**Authorized Signatory** – a director, officer or other person who is authorized to sign on behalf of a *Deloitte Entity*.

**Confidential Information** – any information not generally known to the public, in any *Form*, that (1) relates to the operation of a *Deloitte Entity* or provides the *Deloitte Entities* with a competitive advantage, (2) consists of Personally Identifiable Information (*PII*) or other personal information about *Personnel*, client and other third party personnel, independent contractors, subcontractors, agents, vendors, suppliers or others which the Employer or another *Deloitte Entity* receives in the course of business, and (3) all other information entrusted to the Employer or another *Deloitte Entity* by clients and other third parties. *Confidential Information* includes, but is not limited to, *Intellectual Property*, supplier information, designs, business or marketing plans, forecasts and financial information, tax returns, tax identification numbers, agreements, client or prospective client lists, specific information about clients or prospective clients such as preferences for specific products and services, client or prospective client needs based on financial history and past purchases of services, client or prospective client development plans, specific rates charged to a client or offered to a prospective client and other business or client records. *Confidential Information* also includes, but is not limited to, debit or credit card information, employment applications, organization charts, performance ratings and other personnel records.

**Deloitte Entity** – the Employer, Deloitte LLP, and any corporation, company, partnership, limited liability company or other entity (a) that (i) is owned, directly or indirectly, in whole or in part, by Deloitte LLP (the “Deloitte U.S. Firms”), including but not limited to Deloitte LLP subsidiaries in India, the Deloitte Touche Tohmatsu verein, Deloitte Global Services Limited, Deloitte Global Services Holdings Limited, Deloitte Touche Tohmatsu Limited (“DTTL”) or any member firm of DTTL or affiliate thereof (collectively, the “DTTL Member Firms”) or (ii) controls, is controlled by or is under common control with any of the entities listed in clause (i); or (b) in which any *Personnel* participated on its behalf, or carried out any duties with respect to its affairs. For purposes of this Employment Agreement, the term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract, or otherwise.

**Deloitte Property** – *Confidential Information*, *Systems*, equipment, debit and credit cards issued in connection with my *Employment*, furniture, facilities and any and all other materials owned, licensed or leased by a *Deloitte Entity*, including, without limitation, computerized or electronic information and all copies thereof in any form or media, created by, furnished to, obtained by or prepared by me in the course of my employment in any capacity.

**Deloitte India (Offices of the US)** – The following companies shall be deemed to be the affiliates of each other and are collectively referred to as Deloitte India (Offices of the US): (i) Deloitte Consulting India Private Limited (ii) Deloitte Tax Services India Private Limited (iii) Deloitte Support Services India Private Limited (iv) Deloitte Financial Advisory Services India Private Limited and (v) Deloitte & Touche Assurance & Enterprise Risk Services India Private Limited.

**Electronic Communications** – all text, audio, video, images, information, data, files and attachments created, displayed, sent, received, posted, accessed or stored, whether deleted or not, by means of the *Systems*.

**Employment** – the nature of my relationship with the Employer or a *Deloitte Entity* pursuant to this Employment Agreement. Alternatively, and depending on context, *Employment* is the period of time during which this relationship persists.

**Form** – paper, computer disc, USB drive, website; any other tangible or electronic medium by which information may be stored or accessed; and human memory.

**Independence** – National Office (Independence) of Deloitte LLP.

**Intellectual Property** – works of authorship (including, without limitation, books, articles, data compilations, software and other copyrightable materials), materials, patents, inventions, designs, techniques, methodologies, processes, discoveries, know-how, ideas, trade secrets, moral rights, trademarks and other indicia of origin together with the goodwill therein, and all patent applications, copyright and trademark applications and registrations, and extensions and renewals thereof, throughout the world.

**Intellectual Property Rights** – all rights, title and interest in Intellectual Property.

**PCAOB** – the United States Public Company Accounting Oversight Board.

**Personal Creations** – *Intellectual Property* that meet all of the following criteria: (1) it is conceived, developed, and created by me on my own time without using *Deloitte Property* or *Personnel* (during work hours), facilities, *Confidential Information* or *Works* of a *Deloitte Entity*, (2) it is unrelated to the actual or reasonably anticipated business or research and development of a

*Deloitte Entity*, and (3) it does not result from any work performed by me and the *Personnel* (during work hours) for a *Deloitte Entity*.

**Personnel** – partners, principals, members, officers and employees of a *Deloitte Entity*.

**PII** – information (excluding business contact information such as an individual's name and one or more of the following: organization name, organizational title, organizational role, business address, business telephone number (including business cell phone number and business email address) relating to an identified or identifiable natural person. An identifiable natural person is a natural person who can be identified, directly or indirectly, by reference to an identification number or factors specific to his or her physical, physiological, mental, economic, cultural or social identity. Set forth below is a non-exclusive list of information that constitutes PII when such information relates to an identified or identifiable natural person:

- Account number (bank account, credit card, etc.)
- Address
- Biometric identifier
- Certificate or license number
- Date of birth
- Government identifiers (such as PAN)
- Name\*
- Personnel Number
- Photograph or video identifiable to an individual
- Vehicle identifier or serial number
- Other information related to an individual that may directly or indirectly identify that individual (e.g., salary, performance rating, purchase history, call history, etc.)

\* Note: When an individual's name is used with PII that is not business contact information, it is included in the definition of PII.

**Pre-existing Agreements or Arrangements** – agreements or arrangements that (1) relate to any *Pre-existing Creations*; or (2) may affect my ability to comply with the requirements of this Employment Agreement, including all contractual and other restrictions or obligations with other parties, including any post-employment restrictions and required notifications to the extent applicable under 18 United States Code §207, CFR 3.104-4, and India laws, rules and regulations that may or will impose limitations on my professional activities during my *Employment* (such as any non-compete agreements with prior employers and the one-year ban on lobbying contacts).

**Pre-existing Creations** – any *Intellectual Property* and *Intellectual Property Rights* that were developed or created by me, alone or with others, or otherwise acquired by me, before the period of my employment in any capacity with the Employer, in which I claim any ownership or right.

**Proceedings** – past or pending (1) actual or threatened claims or complaints of, or arising out of service to, present or former clients, (2) regulatory, self-regulatory, disciplinary, administrative, civil or criminal investigations, inquiries, charges, complaints, actions, sanctions, alternative dispute resolution proceedings, other proceedings or matters (other than criminal proceedings which relate solely to the operation of a motor vehicle) of any kind or nature, in India or any other jurisdiction, against me, including criminal proceedings arising out of my provision of professional services, proceedings brought by a professional association, or proceedings involving the Securities and Exchange Board of India, United States Securities and Exchange Commission or the PCAOB, other professional bodies like the Institute of Chartered Accountants of India or (3) matters of any kind or nature which could adversely affect my association with the Employer or my ability to perform my duties or responsibilities to the Employer, whether set forth in this Employment Agreement or otherwise, or my registration with or licensure by any governmental, quasi-governmental, or other regulatory agency, body or entity, in or outside the United States or India.

**Systems** – the communications systems or any part of such systems that a *Deloitte Entity* owns, licenses or operates and approves for use, including, but not limited to, e-mail, text messaging, Lotus Notes, Deloitte Online (eRoom), instant messaging, local area network, wide area network, Intranet (e.g., DeloitteNet, D Street), Internet, extranet, collaborative tools (e.g., blogs, wikis, etc.), laptop and desktop computers, servers, air cards, Personal Digital Assistants, cell phones, telephones and voicemail.

**Works** – all *Intellectual Property*, in any *Form*, created by me, alone or with others, during the period of my *Employment* that (1) is created within the scope of my *Employment*; (2) relates in any manner to the actual or anticipated business, research, or development of a *Deloitte Entity*; (3) results from any work assigned to or performed by me, alone or with others, for the Employer; or (4) is created with the use of *Deloitte Property*.

**EXHIBIT B****Pre-existing Creations; Pre-existing Agreements or Arrangements**

I understand and agree that the Employer makes no attempt to verify my claim of ownership to any of the *Pre-existing Creations* listed, and makes no admission that any *Pre-existing Creations* listed are owned by me.

[If yes, please enter details below]

Yes, I do have *Pre-existing Creations, Pre-existing Agreements or Arrangements*

No, I do not have *Pre-existing Creations, Pre-existing Agreements or Arrangements*

<b><u>Title</u></b>	<b><u>Date</u></b>	<b><u>Brief Description</u></b>
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\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Print)

ACCEPTED AND AGREED TO:

**Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
6718FF75DA89400...

Pooja Madnani

**Talent**

Its: *Authorized Signatory*

\_\_\_\_\_  
Date

An *Authorized Signatory's* signature is required only if *Pre-existing Creations* or *Pre-existing Agreements* or *Arrangements* are listed pursuant to Paragraphs 2 and 11 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment made in light of Paragraph 2 that *Pre-existing Creations*, if any, are described and explained in sufficient detail so that the likelihood of confusion between the employee's *Pre-existing Creations* and the *Intellectual Property* of a *Deloitte Entity* can be avoided or minimized in the future and further indicates that the *Pre-existing Agreements* or *Arrangements* have been obtained and reviewed and that the *Authorized Signatory* is satisfied that such *Pre-existing Agreements* or *Arrangements* will not interfere with the employee's ability to comply with the requirements of this Employment Agreement.



**EXHIBIT C**

**Proceedings**

[none, unless otherwise specified]

Yes, I do have *Proceedings* to report

No, I do not have *Proceedings* to report

My signature below certifies that to the best of my knowledge, the information I have provided above, pursuant to Paragraph 3, is complete and accurate.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

**EXHIBIT D**

**Exceptions to Post-Employment Restrictions: re: Clients**

[none, unless otherwise specified]

As specified in Paragraph 13, I agree that after a period of three (3) years from my start date or the date of my employment, as the case may be, the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on Exhibit D to support the application of the obligations of Paragraph 12 to those clients.

Yes, I do have  
Post-Employment Restrictions  
re: Clients

No, I do not have  
Post-Employment Restrictions  
re: Clients

Name of Client

Specified Kind of Services(s) Permitted

ACCEPTED AND AGREED TO:

**Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
6718FF75DA89400...

Pooja Madnani

**Talent**

Its: Authorized Signatory

\_\_\_\_\_  
Date

I have read and understood the above policy terms.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

A n *Authorized Signatory's* signature is required only if information is provided pursuant to Paragraph 13 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment that criteria in Paragraph 13 have been fully satisfied, the clients listed have been properly identified, and the kinds of services permitted have been described with sufficient specificity.

## Terms and Conditions of Service

In continuation to our offer of employment with **Deloitte Tax Services India Private Limited** (the "Employer"), please note the terms and conditions of service.

The italicized terms in these Terms and Conditions of Service are defined in **Exhibit A** of the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement hereto.

### Terms of Service

#### 1. COMPLIANCE WITH INDEPENDENCE, ETHICS AND OTHER REQUIREMENTS

Deloitte & Touche LLP performs attest services for certain of its clients and is subject to the independence requirements of, among others, the United States Securities and Exchange Commission (SEC), the United States Public Company Accounting Oversight Board (PCAOB), and the American Institute of Certified Public Accountants (AICPA). These requirements mandate that certain of the Employer's employees and their relatives be independent of some or all of such attest clients and their affiliates in accordance with the policies of Deloitte LLP and its subsidiaries (the "Deloitte US Entities").

Upon joining the Employer, you will be asked to review a listing of the attest clients and the affiliates of such clients of certain of the Deloitte US Entities and disclose relationships or financial holdings that you or your relatives may have that could affect the independence of the Deloitte US Entities. Any relationships or holdings that conflict with, among other things, the requirements of the SEC, the PCAOB or the AICPA or the independence or ethics policies of the Deloitte US Entities will need to be resolved immediately. Further, you will be required to comply with these policies throughout your career with the Employer, including, when applicable, maintaining a current list of certain of your financial interests (but not their value) in the independence tracking system.

As a condition to your joining the Employer and continued employment, you are required to complete a representation regarding your understanding of, and compliance with, independence and other matters, on a periodical basis (as requested beginning on or prior to the date of you joining the Employer, annually thereafter, and upon certain changes in your role in the Employer), the details of which are provided in the independence representation. An example copy of this representation form is available for your reference on [www.deloittenet.com](http://www.deloittenet.com). The representation should be made to the best of your knowledge and ability. It is your responsibility to consult on any matter should you be uncertain or have a question. You are also requested to refer to [www.deloittenet.com](http://www.deloittenet.com) and *Independence* for more information in this respect. The representations made by you will be subject to an audit and may be reviewed by Deloitte LLP representatives and shared with certain third parties. If you are selected for such an audit, you will need to submit certain personal financial records to Deloitte LLP's internal audit team. Please be assured that Deloitte LLP fully intends to keep all information obtained through the audit process confidential and secure. You hereby give your consent to Deloitte LLP to use the information provided by you for such purposes as provided in the policies regarding independence and ethics.

In the event you (i) do not cooperate or comply with the independence requirements, or (ii) do not complete the necessary representations, or (iii) make inaccurate representation(s); you may be subject to disciplinary action including and up to termination of employment with the Employer.

Please feel free to contact or consult *Independence* should you require any further information or if you have any specific concerns in this respect.

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#### 2. NON DISCLOSURE, NON SOLICIT AND INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AGREEMENT ("Employment Agreement")

You will be expected to sign the Employer's Employment Agreement. Please contact Talent for further details.

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#### 3. HARRASSMENT POLICY

**Administrative Policy Release ("APR") 213** is the Employer's policy prohibiting harassment. Deloitte LLP's subsidiaries located in India ("Deloitte India (Offices of the US)") are committed to providing a working environment that is free from harassment based on caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis, in accordance with applicable Indian central, state or local law. Expressly forbidden are unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Depending on the circumstances, such harassment may also include conduct such as stereotyped or demeaning remarks or gestures or the display or circulation, whether in writing or electronically, of materials or pictures offensive to persons because of their caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis in accordance with applicable Indian central, state or local law. The full policy will be accessible to you on DeloitteNet after joining Deloitte U.S. India.

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#### 4. WORKING HOURS, HOLIDAYS, LEAVES AND MATERNITY BENEFITS

You will be provided with your standard working hours, which may vary over the course of your career. The Employer may, from time to time, subject to applicable laws, require the employee to work beyond these hours.

You shall be entitled to paid holidays and leave as per the Employer's policies.

Women employees are eligible for maternity benefits as per the recent amendments (2017) in the maternity benefit act, 1961, including having 26 weeks of maternity leave with pay, as applicable.

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#### 5. RETIREMENT AGE

The age of retirement for employees of Deloitte India (Offices of the US) is 60 years. Your employment will therefore automatically terminate at the end of the month in which you attain 60 years.

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#### 6. TRANSFERS

You may be transferred, assigned, or asked to attend training at the offices of a Deloitte Entity or its clients or third parties in India or abroad with or without additional compensation. In such an event, you will also be governed by the terms and conditions of service applicable to the transfer, assignment, or training.

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#### 7. NOTICE PERIOD FOR TERMINATION OF SERVICES

The notice period for termination of your services is **60 Days** by either side and/or salary in lieu of notice period on part of the Employer only.

The Employer expects all employees to maintain the highest standards of professional conduct at all times.

In order to assure orderly operations and provide the best possible work environment, the Employer expects you to follow rules of conduct that will protect the interests and safety of all personnel, including but not limited to the Code of Ethics and Professional Conduct.

In the event of any breach of the Code of Ethics and Professional Conduct, non-performance of a contractual obligation or the terms and conditions laid down in this Annexure, or if you engage in any misconduct whether or not in connection with or affecting the business or affairs of the Employer or the work conduct, as specified by Employer, you will be subject to disciplinary action up to and including termination of your services/ employment with the Employer without any notice or payment in lieu of notice notwithstanding any other terms and conditions stipulated herein.

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#### 8. MISCONDUCT

Misconduct may include but is not limited to:

- Irregular attendance: repeated or excessive absence, tardiness or early departures/ late comings without approval.
- Unreported or unapproved absence (including overstay of leave) for more than five consecutive days or deviation from assigned and accepted schedule for more than five days.
- Falsification or manipulation in background verification process or employment records, employment information, or other records prior to or after joining the Employer.
- Falsification or manipulation of Deloitte Time & Expense (DTE).
- Knowingly providing false statements, either verbally or in written form.
- Neglect of normal duties and functions.
- Practices such as reading personal materials during working time, having obscene or inappropriate posters or screen savers at your work station, playing games at your work station, etc.
- Continued discharge of work functions that do not meet the standards reasonably expected.
- Breach of the confidentiality provision in the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement including disclosing to any unauthorized person any *Confidential Information* or *PII*.
- Willful insubordination or disobedience, whether or not in combination with another, of any lawful and reasonable instructions of any member of management or any authorised person.
- Engaging in unapproved outside employment and activities as defined in APR 218 (US & IND)

([https://deloitte.net.deloitte.com/About/Policies/Admin/Pages/218\\_OutsideEmploymentActivities\\_US.aspx](https://deloitte.net.deloitte.com/About/Policies/Admin/Pages/218_OutsideEmploymentActivities_US.aspx)).

- Installing, downloading, copying or duplicating any unauthorized or unlicensed software, programs, games, or attachments on any computer system of the Employer or of any *Deloitte Entity* or its clients.
- Engaging in any illegal activities.
- Workplace violence, including threats of physical violence.
- Corporate credit card delinquencies.
- Causing damage to the property of the Employer, any *Deloitte Entity*, its clients, or their respective personnel
- Going on or abetting a strike in contravention of any law.
- Theft of any property belonging to another, the Employer or any *Deloitte Entity*, or their respective personnel, clients, or visitors
- Possession of firearms, explosives, knives or any instruments that can be used as an injurious or deadly weapon in the workplace or at any *Deloitte Entity* sponsored event.
- Corruption, fraud, or misappropriation of funds.
- Failure to comply with the policies, guidelines, rules and regulations of the Employer or a *Deloitte Entity* as applicable.
- Excessive personal use of the Employer's telephone, fax or computer systems.
- Failure to adhere to applicable laws.
- Any act prejudicial to or in conflict with the interests of the Employer or a *Deloitte Entity*.

The above terms and conditions are based on, and should be read in conjunction with, the Employer's policies, guidelines, procedures and other rules currently applicable, including but not limited to Administrative Policy Releases (APRs) and Deloitte India (Offices of the US)'s other policies, guidelines, rules, and regulations. The above rules are subject to amendments from time to time and the amended rules, policies, procedures, and guidelines would be posted on the Employer's Intranet site i.e. <https://deloitte.net.deloitte.com/Pages/Home.aspx> for employee reference. The policies will be updated from time to time in the future and we deem to have your consent to any and all such changes. Furthermore, upon acceptance of employment with the Employer, you may be requested to read and acknowledge acceptance of various policies and guidelines of the Employer. It is expected that you will read and acknowledge all such communications.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name



### Training Agreement

On behalf of **Deloitte Tax Services India Private Limited**, please accept our congratulations on your recent offer of employment to join the Company as **Tax Consultant I** pursuant to the terms and conditions of your offer letter dated **August 26, 2024**. You made a very favorable impression with everyone you met and we are excited about the possibility of you joining the Company.

As you may be aware, as a condition of employment with the Company, you may be required to travel Overseas to attend a series of training sessions for a period of up to 90 days. This training will be a combination of classroom procedural training as well as on-site training to observe employees conducting similar work at various client locations. This training represents the confidence we have in your ability to be a valuable member of the practice of the Company.

As per Company policy, we kindly bring to your attention that all employees attending training overseas are required to sign a Training Agreement which will obligate the employee to repay a calculated amount of the costs associated with the training, only if the employee resigns his/her position or are terminated for cause within a specified period after completion of the training (usually between 6 to 18 months). This repayment obligation disappears after the specified period of time has lapsed. We all look forward to seeing you again soon and having you join our team of outstanding professionals.

Sincerely,

For **Deloitte Tax Services India Private Limited**

DocuSigned by:

*Pooja Madhani*

6718FF75DA89400...

By:

Signature

**Authorized Signatory**

**Deloitte Tax Services India Private Limited****Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District, CIRCLE 3, Hyderabad - 500032, Telangana, India****Tel: +91 040 67621000**  
**www.deloitte.com****Subject: Offer of Employment****Dear DEEKSHITHA N**

On behalf of **Deloitte Tax Services India Private Limited** (the "Employer" or "Company"), I am pleased to confirm our offer of employment to you as **Tax Consultant I** based in **Hyderabad**.

We extend this offer, and the opportunity it represents, with great confidence in your abilities. You have made a very favorable impression with everyone you met and we are excited with the prospect of you joining our organization on **OCT 12, 2022**.

Your immediate manager will communicate details of your role and work responsibilities in the initial weeks of your joining the Employer. During your employment, the Company may require you to work on any project that you are assigned to, on any technical platforms/skills and nature of the project, in differentiated work timing, at designated work space and location as may be decided by the company.

As part of your annual compensation, you will receive a Total Salary of **382500** and, will be eligible for a performance linked variable bonus. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount could vary depending upon the business and individual performance each fiscal year and, in some situations, could exceed the payout range indicated. Any amounts paid will be subject to statutory and other deductions as per Employer policies and practices. The details of your compensation breakdown are provided in the attached Annexure A.

As an incentive to join the Company, you are eligible to receive a joining bonus of **Rs./₹ 100,000/-** subject to your reporting for full-time employment on **OCT 12, 2022**.

. This amount will attract applicable taxes and will be processed as part of your first month's payroll. You will have an obligation to repay the entire amount of your joining bonus if you resign your position or are terminated for cause by the Company within **12 months** of your start date.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

Your employment with us will be governed by the Terms and Conditions as detailed in **Annexure B**, as well as any and all rules, regulations, guidelines, policies and practices of the Employer, which may be amended from time to time. Deloitte LLP and its U.S.-based subsidiaries (the "Deloitte U.S. Firms") requires their employees to make the necessary representations regarding independence and other matters. Because the Employer is an Indian subsidiary of Deloitte LLP, we must also comply with these independence requirements. Accordingly, this offer is conditional upon you agreeing to make such representations under the Employer's Independence Representations requirements, as further explained in **Annexure B**.

Your compensation details are confidential, and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization. We would like you to join the Employer on, or an alternative mutually agreed upon date.

This offer letter, together with the Annexures described herein, and the Non-Disclosure, Non Solicit and Intellectual Property Rights Assignment Agreement, the Information Security Policy (which you are required to sign upon joining), constitute the entire agreement between the parties with respect to the subject matter of this offer, and supersedes all other previous or contemporaneous oral or written representations, understandings or agreements relating to the subject matter of this offer between you and the Employer or its affiliates.

In compliance with applicable laws, Deloitte India (Offices of the US) provides its professionals with home pick-up and drop transport services within **pre-defined** boundary if their shift timings are between 8:30 p.m. - 6:00 a.m. in Hyderabad, 9:00 p.m. - 6:00 a.m. in Mumbai, Pune; 7:00 p.m. - 6:00 a.m. in Gurugram, 8:00 p.m. - 6:00 a.m. in Bengaluru, Chennai, and Kolkata.

This letter and **Deloitte Tax Services India Private Limited** employment application are intended to be final. To accept the offer and the terms of this letter, please sign below in the space provided within three business days.

everyone you have interviewed with joins me in extending to you congratulations and warm regards. We look forward to you joining our team.

Sincerely,

**For Deloitte Tax Services India Private Limited**

Best regards,

DocuSigned by:  
*Pooja Madhani*  
6718FF75DA89400...

By:

Signature

**Authorized Signatory**

**Acceptance**

Signature

Date



**Annexure A****Tax Consultant I -**

<b>Description</b>	<b>Monthly</b> (Rs. per month)	<b>Annual</b> (Rs. per Annum)
Basic Pay	<b>17,500</b>	<b>210,000</b>
House Rent Allowance (HRA)	<b>8,750</b>	<b>105,000</b>
Special Allowance <sup>1a &amp; 1b</sup>	<b>11,867</b>	<b>142,404</b>
Leave Travel Allowance <sup>2</sup>	<b>1,750</b>	<b>21,000</b>
Differential Allowance	<b>5,833</b>	<b>69,996</b>
Meal Card <sup>3</sup>	<b>2,200</b>	<b>26,400</b>
Employer's contribution to PF	<b>2,100</b>	<b>25,200</b>
<b>Total Salary (in Rs.)</b>	<b>50,000</b>	<b>600,000</b>
Variable Bonus*	You are eligible for a performance linked variable bonus. It will be paid out at the end of the fiscal year, as applicable and on the basis of your individual performance and performance of the business	
Medical Insurance Premium <sup>4</sup>	<b>3,014</b>	<b>36,167</b>

\*The Variable Bonus will vary, primarily based on your individual performance and the performance of the business, during the Employer's fiscal year which is June through May. Your performance will be formally assessed as a part of the Employer Performance Review Cycle Process. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount will vary depending upon the business and individual performance and in some circumstances, could exceed the payout range indicated. The performance of all the employees who have joined the Employer prior to March 1st will be assessed for the fiscal year ending in May. The disbursement of a Variable Bonus, if applicable, is subject to you being active on the rolls of the Employer, during the Annual Incentive Program payout cycle for the fiscal year. For employees joining during the period March 1st to May 30th, a prorated Variable Bonus, if applicable, will be based on the first year-end review ratings in the subsequent year and paid during the Annual Incentive Program payout cycle of that year. The Variable Bonus will not be paid in the event of termination of employment for any reason on or before the disbursement time. The application and interpretation of, and any determinations related to, the Variable Bonus is at the sole discretion of Employer. Employer may amend or terminate the Variable Bonus at any time. All compensation and benefits are based on employee's position with the Employer in India.

Contd/-....

Annexure A

<sup>1</sup>All employees may claim tax exemption, subject to tax rules from time to time, from their Special Allowance component, expenses incurred towards communication and Driver / Fuel & Maintenance Expenses as per eligibility mentioned below:

**Employee Level -  
Tax Consultant I**

<sup>1a</sup>Communication Expenses

<sup>1b</sup>Fuel Expenses

Only one Post paid mobile, one Land Phone  
and One internet connection bill(s) can be  
claimed.

Petrol / Driver / Insurance / Repairs &  
Maintenance

**Rs./₹ 3,000/-** per month

**Rs./₹ 7,500/-** per month

<sup>1a</sup> The internet/telephone/mobile bills should be in the Employee's name.

<sup>1b</sup> For claiming vehicle running expenses (Driver / Fuel / Repairs & Maintenance expenses) the vehicle has to be in the name of the Employee and the current tax rules are as under. The above limits will be applicable for all those who are on company car lease program and the below limits will apply for all those who are on self-owned car. In case of company leased car, taxability would be as per the current perquisite valuation rules.

Nature of Expenses	Own Vehicle –Maximum Tax exemption limit per month		
	4 Wheelers (Engine Capacity)		
	<= 1600 cc	> 1600 cc	Two Wheelers
Fuel & Maintenance	Rs. 1,800	Rs. 2,400	Rs. 900
Driver's Salary	Rs. 900	Rs. 900	Not applicable

All employees at and above **Senior Staff** are eligible for the company car lease program. If you choose to avail of this benefit, the amount towards lease rental will be paid by the firm on your behalf to the leasing company and your compensation structure will be adjusted accordingly. A revised letter with the new compensation structure will be issued that will supersede this letter for all practical purposes.

<sup>2</sup> The Leave Travel Allowance (LTA) will be paid on a monthly basis as an allowance with tax deducted at source. If you choose to avail the tax benefit on LTA, you should submit proof of expenses incurred by you for Self and / your immediate dependents. The taxability or otherwise of LTA will be as per the Income Tax Act 1961, details of which will form part of the LTA Form.

<sup>3</sup> Meal Card amount will be credited at the start of each month and for the first month (For New Hires) prorated amount will be processed as part of payroll. If not collected, it will be processed as a taxable amount with the salary.

<sup>4</sup> Annual Floating Medical Insurance Coverage for self and **6 dependents** is being paid by the Employer on your behalf. The premium amount is subject to change every year post renewal of insurance policy. In case you opt for an enhancement of the coverage limit, the additional premium will be adjusted accordingly from the special allowance.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

You may also be eligible to either a One-time Stipend or a temporary lodging basis joining the registered office location, you will receive a survey from Deloitte prior to your joining.

You may select the best option for availing the relocation assistance. If an employee who has availed this reimbursement decides to quit within 18 months from the date of relocation claim for whatever reason, the relocation reimbursement paid to the employee will be recovered in full, from the employee's full and final settlement.

By joining the Company, you will become a member under the 'Deloitte USI Employees Welfare Trust' and may be required to make a nominal contribution as a member.

Original bills towards the above components should be submitted during the Income Tax fiscal period evidencing the expenditure to get Income Tax exemption, failing which the same will attract applicable Income Tax.

Submission of false, tampered or altered bills as proof of expense for any of the above components will result in disciplinary action including termination of employment.

**Your compensation above is subject to income tax deduction per rules and guidelines prescribed under the prevailing tax laws. This may change from time to time in line with the amendments done in tax laws.**



## Annexure B

### **Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement ("Employment Agreement")**

In consideration of my employment by **Deloitte Tax Services India Private Limited**, an Employer incorporated under the provisions of the Companies Act, 1956 and having its registered office **Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District, CIRCLE 3, Hyderabad - 500032, Telangana, India** (the "Employer") as **Tax Consultant I** - and other valuable consideration, I acknowledge and agree that:

#### **PRELIMINARY MATTERS**

**1. Defined Terms.** The italicized terms in this agreement (the "Employment Agreement") are defined in **Exhibit A** hereto.

**2. Pre-existing Agreements or Arrangements.** I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Agreements or Arrangements*. The Employer expects me to abide by all restrictions or obligations that are contained in such Pre-existing Agreements or Arrangements and to avoid involvement, while employed by the Employer, in any matter that could pose a conflict as a result of confidential information or intellectual property obtained by me prior to my *Employment*. I further represent that none of these restrictions or obligations, including those set forth in any non-compete agreements with prior employers, is inconsistent with my acceptance of the Employer's offer of *Employment* or my becoming, and serving as, **Tax Consultant I** of the Employer. To the extent applicable and if I am joining the Employer after having served as an employee or official of the United States Government, I further represent that: (1) I have disclosed my prior participation, if any, in any discussions or negotiations with, or decisions to award contracts to, the Deloitte U.S. Firms while I was employed by the United States Government; and (2) I had either recused myself or had not played an active role in the applicable United States Government agency's decision to award any contracts to the Deloitte U.S. Firms while I was employed by the United States Government.

#### **PROTECTION OF OUR BUSINESS**

**3. Reporting of Proceedings.** Except as provided by law and except as I have disclosed in writing on **Exhibit C** to this Agreement, I represent and warrant that I have no *Proceedings* to report. Should I become a subject of any *Proceedings* during my association with the Employer, I agree to immediately report, in writing, all relevant facts to the Chief Talent Officer of Deloitte LLP, the Regional Talent Director of the Employer, and the Chief Ethics and Compliance Officer of Deloitte LLP. I understand that my responses are subject to audit and review by the Employer and others in accordance with applicable professional, ethical, legal, or Employer requirements, rules, regulations, policies, or practices, or other requests.

**4. Confidentiality.** I acknowledge that, by virtue of my *Employment*, I will acquire and be exposed to, have access to, make use of and/or create *Confidential Information*. Therefore, I agree to hold in trust and confidence all such *Confidential Information*. I will neither disclose any such *Confidential Information* to anyone outside a *Deloitte Entity* without the prior written approval of an *Authorized Signatory*, except as required by my authorized duties for the Employer, nor use any such *Confidential Information* for any purpose other than for the benefit of a *Deloitte Entity*.

**5. Third Party Information and Property.** I agree that during my *Employment*, I shall not use or disclose any confidential information or intellectual property of any former employer or other person or entity without the prior written authorization of such employer, person or entity and the prior written consent of an *Authorized Signatory*. If I were to use or disclose any such Confidential Information or Intellectual Property without prior consent, and any of the *Deloitte Entities* become the subject of any claim from a third party regarding such unauthorized use or disclosure, I agree to hold harmless and indemnify the *Deloitte Entities* for any legal defense costs and/or damages related to any such claim.

**6. Authorization.** Only employees of the Employer holding a senior or managerial position with the Employer will be authorized by a specific authorization, delegation, or power of attorney to sign legal documents, representing the Employer. Similarly, only such authorized employees of the Employer may speak about the Employer, the business and plans, various client-related projects etc.

**7. Competing Activities and Conflict of Interest.** During the period of my *Employment* I will not, directly or indirectly, participate in or in any way render services or assistance to any business that is or may be competitive with a *Deloitte Entity*, whether or not for compensation, or engage in any conduct which might result in, or create the appearance of using my position for private gain or other than for the benefit of a *Deloitte Entity*, or otherwise create a conflict, or the appearance of a conflict, of interest with a *Deloitte Entity*. Such conduct shall include, but not be limited to, having an undisclosed financial interest in any vendor or supplier of a *Deloitte Entity*, accepting payments of any kind or gifts other than of a nominal value from vendors, clients or suppliers, or having an undisclosed relationship with a family member or other individual who is employed or

associated with any entity in active or potential competition with a *Deloitte Entity*, and which creates a conflict of interest. I represent and warrant that I am not currently aware of any present or past violation of this provision.

**8. Authorization to Access Systems and Electronic Communications and use of Deloitte Property.** I understand that while employed with a *Deloitte Entity*, I will use and have access to the Systems. I also acknowledge that a *Deloitte Entity* has the right at any time to access, retrieve, delete, monitor, examine, use and/or disclose my Electronic Communications and information from (or about) me and the content, without notice to me, and that such *Electronic Communications* are considered part of a *Deloitte Entity's* business and client records and are not to be considered private or personal to me or any other *Personnel*. I further acknowledge that this right extends to *Electronic Communications* transmitted for either a business or personal purpose.

I agree that I am authorized to access the *Systems* only for approved business purposes and occasional personal use if such use does not interfere with my work responsibilities and other required business activities, business operations, or *Systems* performance. However, I also acknowledge that such occasional personal use does not create an expectation of privacy as to any of my personal *Electronic Communications* and, as such, are *Deloitte Property*.

I further acknowledge that I am not authorized to use the *Systems* for personal gain or any illegal or unethical use. I agree that under no circumstances am I authorized to access any of the *Systems* for the purpose of obtaining *Deloitte Property* for a competitor of a *Deloitte Entity*, transmitting *Deloitte Property* to me (e.g., emailing *Confidential Information* to my personal email address) or to a third party for purposes other than furthering the business objectives of a *Deloitte Entity*. I am not authorized to download a *Deloitte Entity's Confidential Information* or other *Deloitte Property* to removable media such as a CD Rom, disk or thumb drive other than as authorized for furthering the business objectives of a *Deloitte Entity*.

I will be responsible for the safe keeping and return in good condition and order of all the *Deloitte Property* that may be in my use, custody, care or charge. For the loss of any *Deloitte Property* in my possession or custody or for which I have been assigned responsibility, the Employer will have a right to assess on its own basis and recover from me, the damages in respect of such materials (out of the amounts due to me or otherwise) and to take such other legal action as it deems appropriate including termination of my employment without notice or payment in lieu thereof in the event of my failure to account for such material or property to its satisfaction.

**9. Security.** I am provided with a worktable and lockable storage space. I will ensure they are locked when unattended and understand that a duplicate key will only be provided if I sign for it. I am required to display my identity card to the appropriate security personnel on demand and at all times within the office premises.

**10. Ownership of Works.**

a. I agree that the Employer owns all rights, title and interest in and to all *Works*.

b. I agree that all *Works* are deemed works made for hire under India copyright or applicable laws or equivalent laws of any applicable foreign jurisdiction, and all *Intellectual Property Rights* therein vest automatically in the Employer upon creation of the *Works*. I agree that, to the extent any *Work* is held not to be a work made for hire, I hereby irrevocably assign all *Intellectual Property Rights* in the *Work* to the Employer. Notwithstanding anything contained in Section 19(4) of the Indian Copyright Act, 1957, I agree that such assignment shall continue to be in force for perpetuity irrespective of whether or not the Employer exercises its rights as the assignee for any period of time.

c. I will at all times, even after termination of my *Employment*, do whatever the Employer reasonably requests of me, at the Employer's expense, to document the assignment of any *Works* to the Employer or to assist the Employer in pursuing, renewing, extending or assigning any *Intellectual Property Rights*, and otherwise perfecting, protecting and enforcing said *Intellectual Property Rights* in, any *Works*. I agree that, as between me and the Employer, the Employer shall be the sole author, inventor, and owner of all such *Works* and *Intellectual Property Rights* therein throughout the world, and that the Employer shall have the sole right to seek copyright registrations, patents or trademark registrations, including all extensions and renewals thereof. I also hereby agree that I waive all moral rights in any *Works*.

I also agree to assign all my right, title and interest in and to any particular *Works* to a third party as directed by the Employer.

In the event the Employer is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraphs, I hereby irrevocably designate and appoint the Employer and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and in my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraphs with the same legal force and effect as if executed by me. I hereby waive any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any *Works* assigned hereunder to the Employer.

d. During a 12 month period after termination of my *Employment*, I agree that any *Intellectual Property* I create or conceive that results from and is related to any work assigned to or performed by me for the Employer, or that was created using *Deloitte Property*, is a *Work* that is subject to Paragraph 10 (b) above. For purposes of clarification, the foregoing provision is in addition to, and not in limitation of, any rights and remedies the Employer may have under the applicable laws protecting *Intellectual*

*Property of the Deloitte Entities.*

e. I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Employer) of all *Works* developed by me during the period of my employment with the Employer, which records shall be available to and remain the sole property of the Employer at all times.

**11. Pre-existing Creations; Personal Creations.** My obligations in Paragraph 10 do not apply to *Pre-existing Creations* and *Personal Creations*. I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Creations*. I acknowledge and agree that I will not assert any ownership rights against the *Deloitte Entities*, or their respective clients, with respect to any *Pre-existing Creations* unless they appear on **Exhibit B**, and **Exhibit B** has been accepted and agreed to by an *Authorized Signatory* who has signed at the bottom of such **Exhibit B**. I further agree that I shall not use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment* without the prior written consent of an *Authorized Signatory*. To the extent that I use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment*, I agree that, except as otherwise provided in a written agreement executed by me and the Employer, I hereby grant to the Employer an irrevocable, royalty free, perpetual, fully paid up, transferable, sub-licensable license to use, reproduce, distribute, display, perform, modify and create derivative works of and otherwise exploit such *Pre-existing Creations* or *Personal Creations* for any purpose including, but not limited to, client engagements.

**12. Post- Employment Restrictions re: Clients.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or serving of certain clients related to my work for a *Deloitte Entity* would necessarily involve the unauthorized use or disclosure of *Confidential Information*, and the proprietary relationships and goodwill of the *Deloitte Entities*, and, in the case of my serving of certain clients, could compromise the full compliance of the Employer or another *Deloitte Entity* with the applicable laws, rules and regulations of a U.S. or India regulatory body or other independence-related requirement of a regulatory body. Accordingly, during the period of my *Employment* and for a period of one year thereafter, I will not, directly or indirectly, solicit or provide services to any existing client of a *Deloitte Entity* with which I had personal contact and provided services during the two-year period prior to termination of my *Employment*.

**13. Exceptions to Post- Employment Restrictions re: Clients.** I understand that the obligations of Paragraph 12 will not apply for a period of three (3) years after my start date or the date of my promotion or transfer to clients of a *Deloitte Entity* and/or certain specified kinds of services rendered to such clients that meet all of the following criteria: (a) are personal clients of mine who came to a *Deloitte Entity* solely to avail themselves of certain specified kinds of services rendered by me and only as a result of my own independent recruitment efforts, which a *Deloitte Entity* neither subsidized nor otherwise financially supported as part of a program of client development, (b) are listed on **Exhibit D** expressly by name with respect to client and with sufficient specificity with respect to the kinds of service(s) that I will be permitted to render, and (c) are accepted and agreed to as to their listing on **Exhibit D** by an *Authorized Signatory* who has signed at the bottom of such Exhibit. I agree that after a period of three (3) years from my start date or the date of my promotion or transfer the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on **Exhibit D** to support the application of the obligations of Paragraph 12 to those clients.

**14. Future Employment with Clients.** Except as otherwise provided herein, I understand that I am not prohibited from accepting employment with a client (or an affiliate of such client) of a *Deloitte Entity*. Before entering into substantive discussions with an *Attest Client* regarding any employment opportunity, I acknowledge and agree that during my *Employment* and for five years thereafter I must first notify *Independence* and obtain prior written approval from *Independence*. I acknowledge and understand that it is the intent of the Employer to interpret and apply this provision (a) in an effort to ensure the full compliance of the *Deloitte Entities* with applicable U.S. and India laws, rules, and regulations; (b) to serve the public interest; and (c) to protect the legitimate interests of the *Deloitte Entities* or their respective *Attest Clients* under applicable U.S. or India laws, rules and regulations in a manner that is no greater than is reasonably necessary to protect such interests and without being unduly harsh and oppressive to me and my interests in future employment with an *Attest Client*. Further, I acknowledge and agree that because of, among other things, the importance of the *Deloitte Entities* remaining in compliance with applicable independence rules, such approval may be withheld by *Independence* in the event that my employment with an *Attest Client* would, in the view of Deloitte LLP, be inconsistent with applicable laws, rules and regulations or jeopardize the independence of a *Deloitte Entity* with respect to such *Attest Client*.

**15. Restrictions re: Personnel and Contractors.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or hiring or of any of its *Personnel* or contractors of the *Deloitte Entities*, or my participation in their hiring, admission or retention, would necessarily involve the unauthorized use or disclosure of *Confidential Information* or the proprietary relationships and goodwill of the *Deloitte Entities*. Accordingly, during my *Employment* and for one year thereafter, I will not, directly or indirectly, (a) solicit or attempt to solicit, or participate in the solicitation of or any attempt to solicit any *Personnel* to leave a *Deloitte Entity*, or to join any firm or business with which I may be or become affiliated; (b) participate in the hiring or admission of any *Personnel*; or (c) cause a contractor of a *Deloitte Entity* to cease providing services to, with, or on behalf of the *Deloitte Entity*.

**16. Post- Employment Restrictions re: Deloitte Property.** Upon termination of my *Employment*: (a) I will not use or disclose *Deloitte Property*, including, but not limited to, *Confidential Information* and *Works*, for any purpose; (b) I will not retain or take with me any *Deloitte Property*; (c) I will immediately deliver to a *Deloitte Entity* at any location that it designates, at my expense, within one business day after the termination of my *Employment* or on an alternate date designated by a *Deloitte*

*Entity*, any *Deloitte Property* that I may then or thereafter hold or control; and (d) I agree to allow a *Deloitte Entity* to inspect any of my personal or home computers, including smart phones, tablet computers, or any device, media or location capable of storing electronic data, to determine whether any *Deloitte Property* resides on such computers and to permit a *Deloitte Entity* to remove such *Deloitte Property*.

## OTHER POST- EMPLOYMENT OBLIGATIONS

**17. Transition of Work and Cooperation.** Upon termination of my *Employment* for any reason, I will cooperate with a *Deloitte Entity* in all matters relating to the completion of pending work and its orderly transfer. I will also cooperate fully with a *Deloitte Entity* in connection with any threat of or actual legal proceeding against a *Deloitte Entity* or any client, customer or licensor of a *Deloitte Entity* arising out of any matter with or of which I had contact or knowledge during my *Employment*.

**18. Notification of Post- Employment Obligations.** I agree that prior to accepting employment or affiliation with another firm or business I will advise such firm or business of my duties and obligations under this Employment Agreement. After my *Employment* ends, I agree that a *Deloitte Entity* shall be permitted to advise any firm or business with which I have accepted an offer of employment or affiliation concerning my duties and obligations under this Employment Agreement.

**19. Certification.** I agree that during or after my *Employment* I will, if requested, provide written certification in such form as the Employer may require that I have complied with my obligations hereunder, including, without limitation, those obligations set forth in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15 and 16 of this Agreement.

## OUR ENFORCEMENT RIGHTS AND REMEDIES IN THE EVENT OF A BREACH

**20. Equitable Relief and Attorney's Fees.** I acknowledge and agree that a breach of this Employment Agreement, including, but not limited to, a breach of my duties and obligations under the terms and conditions of Paragraphs 4, 5, 7, 8, 9, 10, 12, 14, 15 or 16 would cause irreparable harm to the *Deloitte Entities* and that, in addition to other remedies, the Employer on behalf of itself or another *Deloitte Entity* is entitled to a temporary restraining order, an injunction or other equitable relief to prevent any such breach. I also acknowledge that, to the extent permitted by law, a *Deloitte Entity* will be entitled to the payment of the *Deloitte Entities'* reasonable costs and attorney's fees incurred in enforcing this Employment Agreement. I also acknowledge that, to the extent permitted by law, the Employer may request that a court extend the one year period following the termination of my *Employment*, as provided in Paragraphs 12 and 15, to correspond with the period that I participated in activities prohibited by Paragraphs 12 and 15.

**21. Liquidated Damages: Client Fees.** I agree that in the event of a breach under Paragraph 12, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

**22. Liquidated Damages: Compensation.** I agree that the precise amount of damages flowing from a breach under Paragraph 15 would be impracticable or extremely difficult to ascertain in an actual amount. Therefore, I agree that in the event of a breach under Paragraph 15, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by or owed to any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

**23. Right of Inspection.** I agree to permit the Employer (or to use my best efforts to enable the Employer) to inspect my books and records (and the books and records of any entity which employs or is associated or affiliated with me), upon request and at reasonable times, to enable the Employer to confirm the calculations described above and to verify compliance with Paragraphs 12 and 15. The Employer shall keep confidential any proprietary information obtained, except as may be necessary or desirable to enable the Employer to enforce its rights under this Employment Agreement and except as may be required by any statute, court or administrative order to decree or government ruling or regulation.

**MISCELLANEOUS**

**24. Governing Law; Choice of Forum.** This Employment Agreement is deemed to have been executed in the Employer's office in **Hyderabad, Telangana, India** and will be construed and governed in accordance with the laws of the Republic of India without regard to its conflicts-of-law principles. You agree to submit to jurisdiction before any court of record in which the Employer's office to which you were assigned is located, or in which a breach of this Employment Agreement may occur, at the election of the Employer, and you waive any right to raise questions of personal jurisdiction or venue in any action the Employer may bring against you in any such court. You further agree to accept service of process/summons/legal notice from the Employer when that process/summons/legal notice is either sent to your last known address by certified mail or served by any other means permitted under the law of the jurisdiction in which the Employer may bring an action against you.

**25. Modifications.** My obligations hereunder may not be changed or modified, released, discharged, abandoned or terminated, in whole or in part, except by an instrument in writing signed by an *Authorized Signatory*.

**26. Severability.** Every provision of this Employment Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such term or provision will be enforced to the maximum extent permitted by law and, in any event, such illegality or invalidity shall not affect the validity of the remainder of the Employment Agreement.

**27. Blue-Penciling.** If any court determines that any provision of this Employment Agreement, or any part hereof, or the application of any such provision, or any part hereof, to any person or circumstance is unenforceable or void, such court shall have the power to modify such provision, or any part hereof, to the extent necessary to render it legal and enforceable while preserving its intent, or if such modification is not possible, by substituting therefore another provision that is legal and enforceable and that achieves the same objective.

**28. Waiver.** None of my obligations under this Employment Agreement shall be deemed to have been waived by the Employer except if the giving of such waiver is contained in a written notice given to me and no such waiver shall be deemed to be a waiver of any other or further obligation I have under this Employment Agreement.


**29. Entire Agreement.** This Employment Agreement, the Employer's employment application, the Terms and Conditions of Service issued pursuant to the offer of employment and any documentation employing me or transferring me to the Employer, contain the entire understanding between me and the Employer or any other *Deloitte Entity* with respect to the subject matter hereof and supersedes all prior representations, warranties, and agreements with respect to such subject matter, and no representations, warranties or other covenants exist with respect to such subject matter that are not contained or expressly referred to herein. Notwithstanding the foregoing, any written agreement between a *Deloitte Entity* and me with respect to the subject matter hereof that was signed by me prior to the effective date of this Employment Agreement shall remain valid and enforceable according to the terms of such agreement with respect to all acts and omissions occurring prior to the effective date of this Employment Agreement. In the event of a conflict between this Employment Agreement and the employment application or any other document purporting to set forth terms and conditions of my *Employment*, this Employment Agreement will control.

**30. Transfer and Assignment.** Unless as the Employer shall otherwise determine, the rights, obligations and benefits of the Employer under this Employment Agreement, including but not limited to those rights and benefits relating to my post-Employment obligations set forth in this Paragraph 30 and in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19 and 23 above, are transferred and assigned, in whole or in part (as the Employer shall determine) and without the need for my consent or the formality of documentation or prescribed processes, to (a) any *Deloitte Entity* in connection with my transfer to that *Deloitte Entity* or (b) any entity that acquires all or a part of the assets or business of the Employer. All provisions of this Employment Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, representatives, successors, and assigns of the Employer and me, and any *Deloitte Entity* to which I may be transferred during my *Employment*, provided, however, none of my duties or obligations under this Employment Agreement may be assigned or transferred by me to any other person or entity without the Employer's prior written approval of such assignment or transfer. Any purported assignments in violation of this Paragraph 30 shall be null and void.

**31. Headings.** The headings contained in this Employment Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Employment Agreement.

I have read the foregoing, understand it, and agree to comply with its terms.

**For Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
 6718FF75DA89400...

Pooja Madhani

**Talent**

**Authorized Signatory**

Effective as of , I accept all the terms and conditions of the Employer as stipulated in this Employment Agreement.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name



**EXHIBIT A**

The definitions below apply to the italicized terms that appear in the Employment Agreement (including the exhibits):

**Attest Client** – attest client (or an affiliate of such client) of Deloitte & Touche LLP or a *Deloitte Entity*.

**Authorized Signatory** – a director, officer or other person who is authorized to sign on behalf of a *Deloitte Entity*.

**Confidential Information** – any information not generally known to the public, in any *Form*, that (1) relates to the operation of a *Deloitte Entity* or provides the *Deloitte Entities* with a competitive advantage, (2) consists of Personally Identifiable Information (*PII*) or other personal information about *Personnel*, client and other third party personnel, independent contractors, subcontractors, agents, vendors, suppliers or others which the Employer or another *Deloitte Entity* receives in the course of business, and (3) all other information entrusted to the Employer or another *Deloitte Entity* by clients and other third parties. *Confidential Information* includes, but is not limited to, *Intellectual Property*, supplier information, designs, business or marketing plans, forecasts and financial information, tax returns, tax identification numbers, agreements, client or prospective client lists, specific information about clients or prospective clients such as preferences for specific products and services, client or prospective client needs based on financial history and past purchases of services, client or prospective client development plans, specific rates charged to a client or offered to a prospective client and other business or client records. *Confidential Information* also includes, but is not limited to, debit or credit card information, employment applications, organization charts, performance ratings and other personnel records.

**Deloitte Entity** – the Employer, Deloitte LLP, and any corporation, company, partnership, limited liability company or other entity (a) that (i) is owned, directly or indirectly, in whole or in part, by Deloitte LLP (the “Deloitte U.S. Firms”), including but not limited to Deloitte LLP subsidiaries in India, the Deloitte Touche Tohmatsu verein, Deloitte Global Services Limited, Deloitte Global Services Holdings Limited, Deloitte Touche Tohmatsu Limited (“DTTL”) or any member firm of DTTL or affiliate thereof (collectively, the “DTTL Member Firms”) or (ii) controls, is controlled by or is under common control with any of the entities listed in clause (i); or (b) in which any *Personnel* participated on its behalf, or carried out any duties with respect to its affairs. For purposes of this Employment Agreement, the term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract, or otherwise.

**Deloitte Property** – *Confidential Information*, *Systems*, equipment, debit and credit cards issued in connection with my *Employment*, furniture, facilities and any and all other materials owned, licensed or leased by a *Deloitte Entity*, including, without limitation, computerized or electronic information and all copies thereof in any form or media, created by, furnished to, obtained by or prepared by me in the course of my employment in any capacity.

**Deloitte India (Offices of the US)** - The following companies shall be deemed to be the affiliates of each other and are collectively referred to as Deloitte India (Offices of the US): (i) Deloitte Consulting India Private Limited (ii) Deloitte Tax Services India Private Limited (iii) Deloitte Support Services India Private Limited (iv) Deloitte Financial Advisory Services India Private Limited and (v) Deloitte & Touche Assurance & Enterprise Risk Services India Private Limited.

**Electronic Communications** – all text, audio, video, images, information, data, files and attachments created, displayed, sent, received, posted, accessed or stored, whether deleted or not, by means of the *Systems*.

**Employment** – the nature of my relationship with the Employer or a *Deloitte Entity* pursuant to this Employment Agreement. Alternatively, and depending on context, *Employment* is the period of time during which this relationship persists.

**Form** - paper, computer disc, USB drive, website; any other tangible or electronic medium by which information may be stored or accessed; and human memory.

**Independence** – National Office (Independence) of Deloitte LLP.

**Intellectual Property** - works of authorship (including, without limitation, books, articles, data compilations, software and other copyrightable materials), materials, patents, inventions, designs, techniques, methodologies, processes, discoveries, know-how, ideas, trade secrets, moral rights, trademarks and other indicia of origin together with the goodwill therein, and all patent applications, copyright and trademark applications and registrations, and extensions and renewals thereof, throughout the world.

**Intellectual Property Rights** – all rights, title and interest in Intellectual Property.

**PCAOB** – the United States Public Company Accounting Oversight Board.

**Personal Creations** – *Intellectual Property* that meet all of the following criteria: (1) it is conceived, developed, and created by me on my own time without using *Deloitte Property* or *Personnel* (during work hours), facilities, *Confidential Information* or *Works* of a *Deloitte Entity*, (2) it is unrelated to the actual or reasonably anticipated business or research and development of a

*Deloitte Entity*, and (3) it does not result from any work performed by me and the *Personnel* (during work hours) for a *Deloitte Entity*.

**Personnel** – partners, principals, members, officers and employees of a *Deloitte Entity*.

**PII** – information (excluding business contact information such as an individual's name and one or more of the following: organization name, organizational title, organizational role, business address, business telephone number (including business cell phone number and business email address) relating to an identified or identifiable natural person. An identifiable natural person is a natural person who can be identified, directly or indirectly, by reference to an identification number or factors specific to his or her physical, physiological, mental, economic, cultural or social identity. Set forth below is a non-exclusive list of information that constitutes PII when such information relates to an identified or identifiable natural person:

- Account number (bank account, credit card, etc.)
- Address
- Biometric identifier
- Certificate or license number
- Date of birth
- Government identifiers (such as PAN)
- Name\*
- Personnel Number
- Photograph or video identifiable to an individual
- Vehicle identifier or serial number
- Other information related to an individual that may directly or indirectly identify that individual (e.g., salary, performance rating, purchase history, call history, etc.)

\* Note: When an individual's name is used with PII that is not business contact information, it is included in the definition of PII.

**Pre-existing Agreements or Arrangements** – agreements or arrangements that (1) relate to any *Pre-existing Creations*; or (2) may affect my ability to comply with the requirements of this Employment Agreement, including all contractual and other restrictions or obligations with other parties, including any post-employment restrictions and required notifications to the extent applicable under 18 United States Code §207, CFR 3.104-4, and India laws, rules and regulations that may or will impose limitations on my professional activities during my *Employment* (such as any non-compete agreements with prior employers and the one-year ban on lobbying contacts).

**Pre-existing Creations** – any *Intellectual Property* and *Intellectual Property Rights* that were developed or created by me, alone or with others, or otherwise acquired by me, before the period of my employment in any capacity with the Employer, in which I claim any ownership or right.

**Proceedings** – past or pending (1) actual or threatened claims or complaints of, or arising out of service to, present or former clients, (2) regulatory, self-regulatory, disciplinary, administrative, civil or criminal investigations, inquiries, charges, complaints, actions, sanctions, alternative dispute resolution proceedings, other proceedings or matters (other than criminal proceedings which relate solely to the operation of a motor vehicle) of any kind or nature, in India or any other jurisdiction, against me, including criminal proceedings arising out of my provision of professional services, proceedings brought by a professional association, or proceedings involving the Securities and Exchange Board of India, United States Securities and Exchange Commission or the PCAOB, other professional bodies like the Institute of Chartered Accountants of India or (3) matters of any kind or nature which could adversely affect my association with the Employer or my ability to perform my duties or responsibilities to the Employer, whether set forth in this Employment Agreement or otherwise, or my registration with or licensure by any governmental, quasi-governmental, or other regulatory agency, body or entity, in or outside the United States or India.

**Systems** – the communications systems or any part of such systems that a *Deloitte Entity* owns, licenses or operates and approves for use, including, but not limited to, e-mail, text messaging, Lotus Notes, Deloitte Online (eRoom), instant messaging, local area network, wide area network, Intranet (e.g., DeloitteNet, D Street), Internet, extranet, collaborative tools (e.g., blogs, wikis, etc.), laptop and desktop computers, servers, air cards, Personal Digital Assistants, cell phones, telephones and voicemail.

**Works** – all *Intellectual Property*, in any *Form*, created by me, alone or with others, during the period of my *Employment* that (1) is created within the scope of my *Employment*; (2) relates in any manner to the actual or anticipated business, research, or development of a *Deloitte Entity*; (3) results from any work assigned to or performed by me, alone or with others, for the Employer; or (4) is created with the use of *Deloitte Property*.

**EXHIBIT B****Pre-existing Creations; Pre-existing Agreements or Arrangements**

I understand and agree that the Employer makes no attempt to verify my claim of ownership to any of the *Pre-existing Creations* listed, and makes no admission that any *Pre-existing Creations* listed are owned by me.

[If yes, please enter details below]

Yes, I do have *Pre-existing Creations*, *Pre-existing Agreements or Arrangements*

No, I do not have *Pre-existing Creations*, *Pre-existing Agreements or Arrangements*

<b><u>Title</u></b>	<b><u>Date</u></b>	<b><u>Brief Description</u></b>
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\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Print)

ACCEPTED AND AGREED TO:

**Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
6718FF75DA89400...

Pooja Madnani

**Talent**

Its: *Authorized Signatory*

\_\_\_\_\_  
Date

An *Authorized Signatory's* signature is required only if *Pre-existing Creations* or *Pre-existing Agreements* or *Arrangements* are listed pursuant to Paragraphs 2 and 11 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment made in light of Paragraph 2 that *Pre-existing Creations*, if any, are described and explained in sufficient detail so that the likelihood of confusion between the employee's *Pre-existing Creations* and the *Intellectual Property* of a *Deloitte Entity* can be avoided or minimized in the future and further indicates that the *Pre-existing Agreements* or *Arrangements* have been obtained and reviewed and that the *Authorized Signatory* is satisfied that such *Pre-existing Agreements* or *Arrangements* will not interfere with the employee's ability to comply with the requirements of this Employment Agreement.

**EXHIBIT C**

**Proceedings**

[none, unless otherwise specified]

Yes, I do have *Proceedings* to report

No, I do not have *Proceedings* to report

My signature below certifies that to the best of my knowledge, the information I have provided above, pursuant to Paragraph 3, is complete and accurate.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

**EXHIBIT D**

**Exceptions to Post-Employment Restrictions: re: Clients**

[none, unless otherwise specified]

As specified in Paragraph 13, I agree that after a period of three (3) years from my start date or the date of my employment, as the case may be, the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on Exhibit D to support the application of the obligations of Paragraph 12 to those clients.

Yes, I do have  
Post-Employment Restrictions  
re: Clients

No, I do not have  
Post-Employment Restrictions  
re: Clients

<u>Name of Client</u>	<u>Specified Kind of Services(s) Permitted</u>
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ACCEPTED AND AGREED TO:

**Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
6718FF75DA89400...

Pooja Madnani

**Talent**

Its:     Authorized Signatory	<hr/>
	Date

I have read and understood the above policy terms.

<hr/>	<hr/>	<hr/>
Signature	Name	Date

A n *Authorized Signatory's* signature is required only if information is provided pursuant to Paragraph 13 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment that criteria in Paragraph 13 have been fully satisfied, the clients listed have been properly identified, and the kinds of services permitted have been described with sufficient specificity.

## Terms and Conditions of Service

In continuation to our offer of employment with **Deloitte Tax Services India Private Limited** (the "Employer"), please note the terms and conditions of service.

The italicized terms in these Terms and Conditions of Service are defined in **Exhibit A** of the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement hereto.

### Terms of Service

#### 1. COMPLIANCE WITH INDEPENDENCE, ETHICS AND OTHER REQUIREMENTS

Deloitte & Touche LLP performs attest services for certain of its clients and is subject to the independence requirements of, among others, the United States Securities and Exchange Commission (SEC), the United States Public Company Accounting Oversight Board (PCAOB), and the American Institute of Certified Public Accountants (AICPA). These requirements mandate that certain of the Employer's employees and their relatives be independent of some or all of such attest clients and their affiliates in accordance with the policies of Deloitte LLP and its subsidiaries (the "Deloitte US Entities").

Upon joining the Employer, you will be asked to review a listing of the attest clients and the affiliates of such clients of certain of the Deloitte US Entities and disclose relationships or financial holdings that you or your relatives may have that could affect the independence of the Deloitte US Entities. Any relationships or holdings that conflict with, among other things, the requirements of the SEC, the PCAOB or the AICPA or the independence or ethics policies of the Deloitte US Entities will need to be resolved immediately. Further, you will be required to comply with these policies throughout your career with the Employer, including, when applicable, maintaining a current list of certain of your financial interests (but not their value) in the independence tracking system.

As a condition to your joining the Employer and continued employment, you are required to complete a representation regarding your understanding of, and compliance with, independence and other matters, on a periodical basis (as requested beginning on or prior to the date of you joining the Employer, annually thereafter, and upon certain changes in your role in the Employer), the details of which are provided in the independence representation. An example copy of this representation form is available for your reference on [www.deloittenet.com](http://www.deloittenet.com). The representation should be made to the best of your knowledge and ability. It is your responsibility to consult on any matter should you be uncertain or have a question. You are also requested to refer to [www.deloittenet.com](http://www.deloittenet.com) and *Independence* for more information in this respect. The representations made by you will be subject to an audit and may be reviewed by Deloitte LLP representatives and shared with certain third parties. If you are selected for such an audit, you will need to submit certain personal financial records to Deloitte LLP's internal audit team. Please be assured that Deloitte LLP fully intends to keep all information obtained through the audit process confidential and secure. You hereby give your consent to Deloitte LLP to use the information provided by you for such purposes as provided in the policies regarding independence and ethics.

In the event you (i) do not cooperate or comply with the independence requirements, or (ii) do not complete the necessary representations, or (iii) make inaccurate representation(s); you may be subject to disciplinary action including and up to termination of employment with the Employer.

Please feel free to contact or consult *Independence* should you require any further information or if you have any specific concerns in this respect.

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#### 2. NON DISCLOSURE, NON SOLICIT AND INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AGREEMENT ("Employment Agreement")

You will be expected to sign the Employer's Employment Agreement. Please contact Talent for further details.

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#### 3. HARRASSMENT POLICY

**Administrative Policy Release ("APR") 213** is the Employer's policy prohibiting harassment. Deloitte LLP's subsidiaries located in India ("Deloitte India (Offices of the US)") are committed to providing a working environment that is free from harassment based on caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis, in accordance with applicable Indian central, state or local law. Expressly forbidden are unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Depending on the circumstances, such harassment may also include conduct such as stereotyped or demeaning remarks or gestures or the display or circulation, whether in writing or electronically, of materials or pictures offensive to persons because of their caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis in accordance with applicable Indian central, state or local law. The full policy will be accessible to you on DeloitteNet after joining Deloitte U.S. India.

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#### 4. WORKING HOURS, HOLIDAYS, LEAVES AND MATERNITY BENEFITS

You will be provided with your standard working hours, which may vary over the course of your career. The Employer may, from time to time, subject to applicable laws, require the employee to work beyond these hours.

You shall be entitled to paid holidays and leave as per the Employer's policies.

Women employees are eligible for maternity benefits as per the recent amendments (2017) in the maternity benefit act, 1961, including having 26 weeks of maternity leave with pay, as applicable.

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#### 5. RETIREMENT AGE

The age of retirement for employees of Deloitte India (Offices of the US) is 60 years. Your employment will therefore automatically terminate at the end of the month in which you attain 60 years.

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#### 6. TRANSFERS

You may be transferred, assigned, or asked to attend training at the offices of a Deloitte Entity or its clients or third parties in India or abroad with or without additional compensation. In such an event, you will also be governed by the terms and conditions of service applicable to the transfer, assignment, or training.

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#### 7. NOTICE PERIOD FOR TERMINATION OF SERVICES

The notice period for termination of your services is **60 Days** by either side and/or salary in lieu of notice period on part of the Employer only.

The Employer expects all employees to maintain the highest standards of professional conduct at all times.

In order to assure orderly operations and provide the best possible work environment, the Employer expects you to follow rules of conduct that will protect the interests and safety of all personnel, including but not limited to the Code of Ethics and Professional Conduct.

In the event of any breach of the Code of Ethics and Professional Conduct, non-performance of a contractual obligation or the terms and conditions laid down in this Annexure, or if you engage in any misconduct whether or not in connection with or affecting the business or affairs of the Employer or the work conduct, as specified by Employer, you will be subject to disciplinary action up to and including termination of your services/ employment with the Employer without any notice or payment in lieu of notice notwithstanding any other terms and conditions stipulated herein.

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#### 8. MISCONDUCT

Misconduct may include but is not limited to:

- Irregular attendance: repeated or excessive absence, tardiness or early departures/ late comings without approval.
- Unreported or unapproved absence (including overstay of leave) for more than five consecutive days or deviation from assigned and accepted schedule for more than five days.
- Falsification or manipulation in background verification process or employment records, employment information, or other records prior to or after joining the Employer.
- Falsification or manipulation of Deloitte Time & Expense (DTE).
- Knowingly providing false statements, either verbally or in written form.
- Neglect of normal duties and functions.
- Practices such as reading personal materials during working time, having obscene or inappropriate posters or screen savers at your work station, playing games at your work station, etc.
- Continued discharge of work functions that do not meet the standards reasonably expected.
- Breach of the confidentiality provision in the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement including disclosing to any unauthorized person any *Confidential Information* or *PII*.
- Willful insubordination or disobedience, whether or not in combination with another, of any lawful and reasonable instructions of any member of management or any authorised person.
- Engaging in unapproved outside employment and activities as defined in APR 218 (US & IND)

([https://deloitte.net.deloitte.com/About/Policies/Admin/Pages/218\\_OutsideEmploymentActivities\\_US.aspx](https://deloitte.net.deloitte.com/About/Policies/Admin/Pages/218_OutsideEmploymentActivities_US.aspx)).

- Installing, downloading, copying or duplicating any unauthorized or unlicensed software, programs, games, or attachments on any computer system of the Employer or of any *Deloitte Entity* or its clients.
- Engaging in any illegal activities.
- Workplace violence, including threats of physical violence.
- Corporate credit card delinquencies.
- Causing damage to the property of the Employer, any *Deloitte Entity*, its clients, or their respective personnel
- Going on or abetting a strike in contravention of any law.
- Theft of any property belonging to another, the Employer or any *Deloitte Entity*, or their respective personnel, clients, or visitors
- Possession of firearms, explosives, knives or any instruments that can be used as an injurious or deadly weapon in the workplace or at any *Deloitte Entity* sponsored event.
- Corruption, fraud, or misappropriation of funds.
- Failure to comply with the policies, guidelines, rules and regulations of the Employer or a *Deloitte Entity* as applicable.
- Excessive personal use of the Employer's telephone, fax or computer systems.
- Failure to adhere to applicable laws.
- Any act prejudicial to or in conflict with the interests of the Employer or a *Deloitte Entity*.

The above terms and conditions are based on, and should be read in conjunction with, the Employer's policies, guidelines, procedures and other rules currently applicable, including but not limited to Administrative Policy Releases (APRs) and Deloitte India (Offices of the US)'s other policies, guidelines, rules, and regulations. The above rules are subject to amendments from time to time and the amended rules, policies, procedures, and guidelines would be posted on the Employer's Intranet site i.e. <https://deloitte.net.deloitte.com/Pages/Home.aspx> for employee reference. The policies will be updated from time to time in the future and we deem to have your consent to any and all such changes. Furthermore, upon acceptance of employment with the Employer, you may be requested to read and acknowledge acceptance of various policies and guidelines of the Employer. It is expected that you will read and acknowledge all such communications.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name





### Training Agreement

On behalf of **Deloitte Tax Services India Private Limited**, please accept our congratulations on your recent offer of employment to join the Company as **Tax Consultant I** pursuant to the terms and conditions of your offer letter dated **August 26, 2024**. You made a very favorable impression with everyone you met and we are excited about the possibility of you joining the Company.

As you may be aware, as a condition of employment with the Company, you may be required to travel Overseas to attend a series of training sessions for a period of up to 90 days. This training will be a combination of classroom procedural training as well as on-site training to observe employees conducting similar work at various client locations. This training represents the confidence we have in your ability to be a valuable member of the practice of the Company.

As per Company policy, we kindly bring to your attention that all employees attending training overseas are required to sign a Training Agreement which will obligate the employee to repay a calculated amount of the costs associated with the training, only if the employee resigns his/her position or are terminated for cause within a specified period after completion of the training (usually between 6 to 18 months). This repayment obligation disappears after the specified period of time has lapsed. We all look forward to seeing you again soon and having you join our team of outstanding professionals.

Sincerely,

For **Deloitte Tax Services India Private Limited**

DocuSigned by:

*Pooja Madhani*

6718FF75DA89400...

By:

Signature

**Authorized Signatory**



**Deloitte Tax Services India Private Limited**  
**Deloitte Tower Survey No. 41 Gachibowli Village, Ranga**  
**Reddy District, CIRCLE 3, Hyderabad - 500032, Telangana,**  
**India**

**Tel: +91 040 67621000**  
**www.deloitte.com**

**Subject: Offer of Employment**

**Dear AJAL DEV:**

On behalf of **Deloitte Tax Services India Private Limited** (the "Employer" or "Company"), I am pleased to confirm our offer of employment to you as **Tax Consultant I** based in **Hyderabad**.

We extend this offer, and the opportunity it represents, with great confidence in your abilities. You have made a very favorable impression with everyone you met and we are excited with the prospect of you joining our organization on **JUNE 26, 2022**.

Your immediate manager will communicate details of your role and work responsibilities in the initial weeks of your joining the Employer. During your employment, the Company may require you to work on any project that you are assigned to, on any technical platforms/skills and nature of the project, in differentiated work timing, at designated work space and location as may be decided by the company.

As part of your annual compensation, you will receive a Total Salary of **Rs 382500** and, will be eligible for a performance linked variable bonus. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount could vary depending upon the business and individual performance each fiscal year and, in some situations, could exceed the payout range indicated. Any amounts paid will be subject to statutory and other deductions as per Employer policies and practices. The details of your compensation breakdown are provided in the attached Annexure A.

As an incentive to join the Company, you are eligible to receive a joining bonus of **Rs./₹ 100,000/-** subject to your reporting for full-time employment on **JUNE 26, 2022**. This amount will attract applicable taxes and will be processed as part of your first month's payroll. You will have an obligation to repay the entire amount of your joining bonus if you resign your position or are terminated for cause by the Company within **12 months** of your start date.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

Your employment with us will be governed by the Terms and Conditions as detailed in **Annexure B**, as well as any and all rules, regulations, guidelines, policies and practices of the Employer, which may be amended from time to time. Deloitte LLP and its U.S.-based subsidiaries (the "Deloitte U.S. Firms") requires their employees to make the necessary representations regarding independence and other matters. Because the Employer is an Indian subsidiary of Deloitte LLP, we must also comply with these independence requirements. Accordingly, this offer is conditional upon you agreeing to make such representations under the Employer's Independence Representations requirements, as further explained in **Annexure B**.

Your compensation details are confidential, and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization. We would like you to join the Employer on, or an alternative mutually agreed upon date.

This offer letter, together with the Annexures described herein, and the Non-Disclosure, Non Solicit and Intellectual Property Rights Assignment Agreement, the Information Security Policy (which you are required to sign upon joining), constitute the entire agreement between the parties with respect to the subject matter of this offer, and supersedes all other previous or contemporaneous oral or written representations, understandings or agreements relating to the subject matter of this offer between you and the Employer or its affiliates.

In compliance with applicable laws, Deloitte India (Offices of the US) provides its professionals with home pick-up and drop transport services within **pre-defined** boundary if their shift timings are between 8:30 p.m. - 6:00 a.m. in Hyderabad, 9:00 p.m. - 6:00 a.m. in Mumbai, Pune; 7:00 p.m. - 6:00 a.m. in Gurugram, 8:00 p.m. - 6:00 a.m. in Bengaluru, Chennai, and Kolkata.


This letter and **Deloitte Tax Services India Private Limited** employment application are intended to be final. To accept the offer and the terms of this letter, please sign below in the space provided within three business days.

everyone you have interviewed with joins me in extending to you congratulations and warm regards. We look forward to you joining our team.

Sincerely,

**For Deloitte Tax Services India Private Limited**

Best regards,

By:   
Signature

**Authorized Signatory**

**Acceptance**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Annexure A****Tax Consultant I -**

<b>Description</b>	<b>Monthly</b> (Rs. per month)	<b>Annual</b> (Rs. per Annum)
Basic Pay	<b>17,500</b>	<b>210,000</b>
House Rent Allowance (HRA)	<b>8,750</b>	<b>105,000</b>
Special Allowance <sup>1a &amp; 1b</sup>	<b>11,867</b>	<b>142,404</b>
Leave Travel Allowance <sup>2</sup>	<b>1,750</b>	<b>21,000</b>
Differential Allowance	<b>5,833</b>	<b>69,996</b>
Meal Card <sup>3</sup>	<b>2,200</b>	<b>26,400</b>
Employer's contribution to PF	<b>2,100</b>	<b>25,200</b>
<b>Total Salary (in Rs.)</b>	<b>50,000</b>	<b>600,000</b>
Variable Bonus*	You are eligible for a performance linked variable bonus. It will be paid out at the end of the fiscal year, as applicable and on the basis of your individual performance and performance of the business	
Medical Insurance Premium <sup>4</sup>	<b>3,014</b>	<b>36,167</b>

\*The Variable Bonus will vary, primarily based on your individual performance and the performance of the business, during the Employer's fiscal year which is June through May. Your performance will be formally assessed as a part of the Employer Performance Review Cycle Process. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount will vary depending upon the business and individual performance and in some circumstances, could exceed the payout range indicated. The performance of all the employees who have joined the Employer prior to March 1st will be assessed for the fiscal year ending in May. The disbursement of a Variable Bonus, if applicable, is subject to you being active on the rolls of the Employer, during the Annual Incentive Program payout cycle for the fiscal year. For employees joining during the period March 1st to May 30th, a prorated Variable Bonus, if applicable, will be based on the first year-end review ratings in the subsequent year and paid during the Annual Incentive Program payout cycle of that year. The Variable Bonus will not be paid in the event of termination of employment for any reason on or before the disbursement time. The application and interpretation of, and any determinations related to, the Variable Bonus is at the sole discretion of Employer. Employer may amend or terminate the Variable Bonus at any time. All compensation and benefits are based on employee's position with the Employer in India.

Contd/-....

Annexure A

<sup>1</sup>All employees may claim tax exemption, subject to tax rules from time to time, from their Special Allowance component, expenses incurred towards communication and Driver / Fuel & Maintenance Expenses as per eligibility mentioned below:

**Employee Level -  
Tax Consultant I**

<sup>1a</sup>Communication Expenses

<sup>1b</sup>Fuel Expenses

Only one Post paid mobile, one Land Phone  
and One internet connection bill(s) can be  
claimed.

Petrol / Driver / Insurance / Repairs &  
Maintenance

**Rs./₹ 3,000/-** per month

**Rs./₹ 7,500/-** per month

<sup>1a</sup> The internet/telephone/mobile bills should be in the Employee's name.

<sup>1b</sup> For claiming vehicle running expenses (Driver / Fuel / Repairs & Maintenance expenses) the vehicle has to be in the name of the Employee and the current tax rules are as under. The above limits will be applicable for all those who are on company car lease program and the below limits will apply for all those who are on self-owned car. In case of company leased car, taxability would be as per the current perquisite valuation rules.

Nature of Expenses	Own Vehicle –Maximum Tax exemption limit per month		
	4 Wheelers (Engine Capacity)		
	<= 1600 cc	> 1600 cc	Two Wheelers
Fuel & Maintenance	Rs. 1,800	Rs. 2,400	Rs. 900
Driver's Salary	Rs. 900	Rs. 900	Not applicable

All employees at and above **Senior Staff** are eligible for the company car lease program. If you choose to avail of this benefit, the amount towards lease rental will be paid by the firm on your behalf to the leasing company and your compensation structure will be adjusted accordingly. A revised letter with the new compensation structure will be issued that will supersede this letter for all practical purposes.

<sup>2</sup> The Leave Travel Allowance (LTA) will be paid on a monthly basis as an allowance with tax deducted at source. If you choose to avail the tax benefit on LTA, you should submit proof of expenses incurred by you for Self and / your immediate dependents. The taxability or otherwise of LTA will be as per the Income Tax Act 1961, details of which will form part of the LTA Form.

<sup>3</sup> Meal Card amount will be credited at the start of each month and for the first month (For New Hires) prorated amount will be processed as part of payroll. If not collected, it will be processed as a taxable amount with the salary.

<sup>4</sup> Annual Floating Medical Insurance Coverage for self and **6 dependents** is being paid by the Employer on your behalf. The premium amount is subject to change every year post renewal of insurance policy. In case you opt for an enhancement of the coverage limit, the additional premium will be adjusted accordingly from the special allowance.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

You may also be eligible to either a One-time Stipend or a temporary lodging basis joining the registered office location, you will receive a survey from Deloitte prior to your joining.

You may select the best option for availing the relocation assistance. If an employee who has availed this reimbursement decides to quit within 18 months from the date of relocation claim for whatever reason, the relocation reimbursement paid to the employee will be recovered in full, from the employee's full and final settlement.

By joining the Company, you will become a member under the 'Deloitte USI Employees Welfare Trust' and may be required to make a nominal contribution as a member.

Original bills towards the above components should be submitted during the Income Tax fiscal period evidencing the expenditure to get Income Tax exemption, failing which the same will attract applicable Income Tax.

Submission of false, tampered or altered bills as proof of expense for any of the above components will result in disciplinary action including termination of employment.

**Your compensation above is subject to income tax deduction per rules and guidelines prescribed under the prevailing tax laws. This may change from time to time in line with the amendments done in tax laws.**



## Annexure B

### **Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement ("Employment Agreement")**

In consideration of my employment by **Deloitte Tax Services India Private Limited**, an Employer incorporated under the provisions of the Companies Act, 1956 and having its registered office **Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District, CIRCLE 3, Hyderabad - 500032, Telangana, India** (the "Employer") as **Tax Consultant I** - and other valuable consideration, I acknowledge and agree that:

#### **PRELIMINARY MATTERS**

**1. Defined Terms.** The italicized terms in this agreement (the "Employment Agreement") are defined in **Exhibit A** hereto.

**2. Pre-existing Agreements or Arrangements.** I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Agreements or Arrangements*. The Employer expects me to abide by all restrictions or obligations that are contained in such Pre-existing Agreements or Arrangements and to avoid involvement, while employed by the Employer, in any matter that could pose a conflict as a result of confidential information or intellectual property obtained by me prior to my *Employment*. I further represent that none of these restrictions or obligations, including those set forth in any non-compete agreements with prior employers, is inconsistent with my acceptance of the Employer's offer of *Employment* or my becoming, and serving as, **Tax Consultant I** of the Employer. To the extent applicable and if I am joining the Employer after having served as an employee or official of the United States Government, I further represent that: (1) I have disclosed my prior participation, if any, in any discussions or negotiations with, or decisions to award contracts to, the Deloitte U.S. Firms while I was employed by the United States Government; and (2) I had either recused myself or had not played an active role in the applicable United States Government agency's decision to award any contracts to the Deloitte U.S. Firms while I was employed by the United States Government.

#### **PROTECTION OF OUR BUSINESS**

**3. Reporting of Proceedings.** Except as provided by law and except as I have disclosed in writing on **Exhibit C** to this Agreement, I represent and warrant that I have no *Proceedings* to report. Should I become a subject of any *Proceedings* during my association with the Employer, I agree to immediately report, in writing, all relevant facts to the Chief Talent Officer of Deloitte LLP, the Regional Talent Director of the Employer, and the Chief Ethics and Compliance Officer of Deloitte LLP. I understand that my responses are subject to audit and review by the Employer and others in accordance with applicable professional, ethical, legal, or Employer requirements, rules, regulations, policies, or practices, or other requests.

**4. Confidentiality.** I acknowledge that, by virtue of my *Employment*, I will acquire and be exposed to, have access to, make use of and/or create *Confidential Information*. Therefore, I agree to hold in trust and confidence all such *Confidential Information*. I will neither disclose any such *Confidential Information* to anyone outside a *Deloitte Entity* without the prior written approval of an *Authorized Signatory*, except as required by my authorized duties for the Employer, nor use any such *Confidential Information* for any purpose other than for the benefit of a *Deloitte Entity*.

**5. Third Party Information and Property.** I agree that during my *Employment*, I shall not use or disclose any confidential information or intellectual property of any former employer or other person or entity without the prior written authorization of such employer, person or entity and the prior written consent of an *Authorized Signatory*. If I were to use or disclose any such Confidential Information or Intellectual Property without prior consent, and any of the *Deloitte Entities* become the subject of any claim from a third party regarding such unauthorized use or disclosure, I agree to hold harmless and indemnify the *Deloitte Entities* for any legal defense costs and/or damages related to any such claim.

**6. Authorization.** Only employees of the Employer holding a senior or managerial position with the Employer will be authorized by a specific authorization, delegation, or power of attorney to sign legal documents, representing the Employer. Similarly, only such authorized employees of the Employer may speak about the Employer, the business and plans, various client-related projects etc.

**7. Competing Activities and Conflict of Interest.** During the period of my *Employment* I will not, directly or indirectly, participate in or in any way render services or assistance to any business that is or may be competitive with a *Deloitte Entity*, whether or not for compensation, or engage in any conduct which might result in, or create the appearance of using my position for private gain or other than for the benefit of a *Deloitte Entity*, or otherwise create a conflict, or the appearance of a conflict, of interest with a *Deloitte Entity*. Such conduct shall include, but not be limited to, having an undisclosed financial interest in any vendor or supplier of a *Deloitte Entity*, accepting payments of any kind or gifts other than of a nominal value from vendors, clients or suppliers, or having an undisclosed relationship with a family member or other individual who is employed or

associated with any entity in active or potential competition with a *Deloitte Entity*, and which creates a conflict of interest. I represent and warrant that I am not currently aware of any present or past violation of this provision.

**8. Authorization to Access Systems and Electronic Communications and use of Deloitte Property.** I understand that while employed with a *Deloitte Entity*, I will use and have access to the Systems. I also acknowledge that a *Deloitte Entity* has the right at any time to access, retrieve, delete, monitor, examine, use and/or disclose my Electronic Communications and information from (or about) me and the content, without notice to me, and that such *Electronic Communications* are considered part of a *Deloitte Entity's* business and client records and are not to be considered private or personal to me or any other *Personnel*. I further acknowledge that this right extends to *Electronic Communications* transmitted for either a business or personal purpose.

I agree that I am authorized to access the *Systems* only for approved business purposes and occasional personal use if such use does not interfere with my work responsibilities and other required business activities, business operations, or *Systems* performance. However, I also acknowledge that such occasional personal use does not create an expectation of privacy as to any of my personal *Electronic Communications* and, as such, are *Deloitte Property*.

I further acknowledge that I am not authorized to use the *Systems* for personal gain or any illegal or unethical use. I agree that under no circumstances am I authorized to access any of the *Systems* for the purpose of obtaining *Deloitte Property* for a competitor of a *Deloitte Entity*, transmitting *Deloitte Property* to me (e.g., emailing *Confidential Information* to my personal email address) or to a third party for purposes other than furthering the business objectives of a *Deloitte Entity*. I am not authorized to download a *Deloitte Entity's Confidential Information* or other *Deloitte Property* to removable media such as a CD Rom, disk or thumb drive other than as authorized for furthering the business objectives of a *Deloitte Entity*.

I will be responsible for the safe keeping and return in good condition and order of all the *Deloitte Property* that may be in my use, custody, care or charge. For the loss of any *Deloitte Property* in my possession or custody or for which I have been assigned responsibility, the Employer will have a right to assess on its own basis and recover from me, the damages in respect of such materials (out of the amounts due to me or otherwise) and to take such other legal action as it deems appropriate including termination of my employment without notice or payment in lieu thereof in the event of my failure to account for such material or property to its satisfaction.

**9. Security.** I am provided with a worktable and lockable storage space. I will ensure they are locked when unattended and understand that a duplicate key will only be provided if I sign for it. I am required to display my identity card to the appropriate security personnel on demand and at all times within the office premises.

**10. Ownership of Works.**

a. I agree that the Employer owns all rights, title and interest in and to all *Works*.

b. I agree that all *Works* are deemed works made for hire under India copyright or applicable laws or equivalent laws of any applicable foreign jurisdiction, and all *Intellectual Property Rights* therein vest automatically in the Employer upon creation of the *Works*. I agree that, to the extent any *Work* is held not to be a work made for hire, I hereby irrevocably assign all *Intellectual Property Rights* in the *Work* to the Employer. Notwithstanding anything contained in Section 19(4) of the Indian Copyright Act, 1957, I agree that such assignment shall continue to be in force for perpetuity irrespective of whether or not the Employer exercises its rights as the assignee for any period of time.

c. I will at all times, even after termination of my *Employment*, do whatever the Employer reasonably requests of me, at the Employer's expense, to document the assignment of any *Works* to the Employer or to assist the Employer in pursuing, renewing, extending or assigning any *Intellectual Property Rights*, and otherwise perfecting, protecting and enforcing said *Intellectual Property Rights* in, any *Works*. I agree that, as between me and the Employer, the Employer shall be the sole author, inventor, and owner of all such *Works* and *Intellectual Property Rights* therein throughout the world, and that the Employer shall have the sole right to seek copyright registrations, patents or trademark registrations, including all extensions and renewals thereof. I also hereby agree that I waive all moral rights in any *Works*.

I also agree to assign all my right, title and interest in and to any particular *Works* to a third party as directed by the Employer.

In the event the Employer is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraphs, I hereby irrevocably designate and appoint the Employer and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and in my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraphs with the same legal force and effect as if executed by me. I hereby waive any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any *Works* assigned hereunder to the Employer.

d. During a 12 month period after termination of my *Employment*, I agree that any *Intellectual Property* I create or conceive that results from and is related to any work assigned to or performed by me for the Employer, or that was created using *Deloitte Property*, is a *Work* that is subject to Paragraph 10 (b) above. For purposes of clarification, the foregoing provision is in addition to, and not in limitation of, any rights and remedies the Employer may have under the applicable laws protecting *Intellectual*

*Property of the Deloitte Entities.*

e. I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Employer) of all *Works* developed by me during the period of my employment with the Employer, which records shall be available to and remain the sole property of the Employer at all times.

**11. Pre-existing Creations; Personal Creations.** My obligations in Paragraph 10 do not apply to *Pre-existing Creations* and *Personal Creations*. I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Creations*. I acknowledge and agree that I will not assert any ownership rights against the *Deloitte Entities*, or their respective clients, with respect to any *Pre-existing Creations* unless they appear on **Exhibit B**, and **Exhibit B** has been accepted and agreed to by an *Authorized Signatory* who has signed at the bottom of such **Exhibit B**. I further agree that I shall not use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment* without the prior written consent of an *Authorized Signatory*. To the extent that I use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment*, I agree that, except as otherwise provided in a written agreement executed by me and the Employer, I hereby grant to the Employer an irrevocable, royalty free, perpetual, fully paid up, transferable, sub-licensable license to use, reproduce, distribute, display, perform, modify and create derivative works of and otherwise exploit such *Pre-existing Creations* or *Personal Creations* for any purpose including, but not limited to, client engagements.

**12. Post- Employment Restrictions re: Clients.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or serving of certain clients related to my work for a *Deloitte Entity* would necessarily involve the unauthorized use or disclosure of *Confidential Information*, and the proprietary relationships and goodwill of the *Deloitte Entities*, and, in the case of my serving of certain clients, could compromise the full compliance of the Employer or another *Deloitte Entity* with the applicable laws, rules and regulations of a U.S. or India regulatory body or other independence-related requirement of a regulatory body. Accordingly, during the period of my *Employment* and for a period of one year thereafter, I will not, directly or indirectly, solicit or provide services to any existing client of a *Deloitte Entity* with which I had personal contact and provided services during the two-year period prior to termination of my *Employment*.

**13. Exceptions to Post- Employment Restrictions re: Clients.** I understand that the obligations of Paragraph 12 will not apply for a period of three (3) years after my start date or the date of my promotion or transfer to clients of a *Deloitte Entity* and/or certain specified kinds of services rendered to such clients that meet all of the following criteria: (a) are personal clients of mine who came to a *Deloitte Entity* solely to avail themselves of certain specified kinds of services rendered by me and only as a result of my own independent recruitment efforts, which a *Deloitte Entity* neither subsidized nor otherwise financially supported as part of a program of client development, (b) are listed on **Exhibit D** expressly by name with respect to client and with sufficient specificity with respect to the kinds of service(s) that I will be permitted to render, and (c) are accepted and agreed to as to their listing on **Exhibit D** by an *Authorized Signatory* who has signed at the bottom of such Exhibit. I agree that after a period of three (3) years from my start date or the date of my promotion or transfer the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on **Exhibit D** to support the application of the obligations of Paragraph 12 to those clients.

**14. Future Employment with Clients.** Except as otherwise provided herein, I understand that I am not prohibited from accepting employment with a client (or an affiliate of such client) of a *Deloitte Entity*. Before entering into substantive discussions with an *Attest Client* regarding any employment opportunity, I acknowledge and agree that during my *Employment* and for five years thereafter I must first notify *Independence* and obtain prior written approval from *Independence*. I acknowledge and understand that it is the intent of the Employer to interpret and apply this provision (a) in an effort to ensure the full compliance of the *Deloitte Entities* with applicable U.S. and India laws, rules, and regulations; (b) to serve the public interest; and (c) to protect the legitimate interests of the *Deloitte Entities* or their respective *Attest Clients* under applicable U.S. or India laws, rules and regulations in a manner that is no greater than is reasonably necessary to protect such interests and without being unduly harsh and oppressive to me and my interests in future employment with an *Attest Client*. Further, I acknowledge and agree that because of, among other things, the importance of the *Deloitte Entities* remaining in compliance with applicable independence rules, such approval may be withheld by *Independence* in the event that my employment with an *Attest Client* would, in the view of Deloitte LLP, be inconsistent with applicable laws, rules and regulations or jeopardize the independence of a *Deloitte Entity* with respect to such *Attest Client*.

**15. Restrictions re: Personnel and Contractors.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or hiring or of any of its *Personnel* or contractors of the *Deloitte Entities*, or my participation in their hiring, admission or retention, would necessarily involve the unauthorized use or disclosure of *Confidential Information* or the proprietary relationships and goodwill of the *Deloitte Entities*. Accordingly, during my *Employment* and for one year thereafter, I will not, directly or indirectly, (a) solicit or attempt to solicit, or participate in the solicitation of or any attempt to solicit any *Personnel* to leave a *Deloitte Entity*, or to join any firm or business with which I may be or become affiliated; (b) participate in the hiring or admission of any *Personnel*; or (c) cause a contractor of a *Deloitte Entity* to cease providing services to, with, or on behalf of the *Deloitte Entity*.

**16. Post- Employment Restrictions re: Deloitte Property.** Upon termination of my *Employment*: (a) I will not use or disclose *Deloitte Property*, including, but not limited to, *Confidential Information* and *Works*, for any purpose; (b) I will not retain or take with me any *Deloitte Property*; (c) I will immediately deliver to a *Deloitte Entity* at any location that it designates, at my expense, within one business day after the termination of my *Employment* or on an alternate date designated by a *Deloitte*



*Entity*, any *Deloitte Property* that I may then or thereafter hold or control; and (d) I agree to allow a *Deloitte Entity* to inspect any of my personal or home computers, including smart phones, tablet computers, or any device, media or location capable of storing electronic data, to determine whether any *Deloitte Property* resides on such computers and to permit a *Deloitte Entity* to remove such *Deloitte Property*.

## OTHER POST- EMPLOYMENT OBLIGATIONS

**17. Transition of Work and Cooperation.** Upon termination of my *Employment* for any reason, I will cooperate with a *Deloitte Entity* in all matters relating to the completion of pending work and its orderly transfer. I will also cooperate fully with a *Deloitte Entity* in connection with any threat of or actual legal proceeding against a *Deloitte Entity* or any client, customer or licensor of a *Deloitte Entity* arising out of any matter with or of which I had contact or knowledge during my *Employment*.

**18. Notification of Post- Employment Obligations.** I agree that prior to accepting employment or affiliation with another firm or business I will advise such firm or business of my duties and obligations under this Employment Agreement. After my *Employment* ends, I agree that a *Deloitte Entity* shall be permitted to advise any firm or business with which I have accepted an offer of employment or affiliation concerning my duties and obligations under this Employment Agreement.

**19. Certification.** I agree that during or after my *Employment* I will, if requested, provide written certification in such form as the Employer may require that I have complied with my obligations hereunder, including, without limitation, those obligations set forth in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15 and 16 of this Agreement.

## OUR ENFORCEMENT RIGHTS AND REMEDIES IN THE EVENT OF A BREACH

**20. Equitable Relief and Attorney's Fees.** I acknowledge and agree that a breach of this Employment Agreement, including, but not limited to, a breach of my duties and obligations under the terms and conditions of Paragraphs 4, 5, 7, 8, 9, 10, 12, 14, 15 or 16 would cause irreparable harm to the *Deloitte Entities* and that, in addition to other remedies, the Employer on behalf of itself or another *Deloitte Entity* is entitled to a temporary restraining order, an injunction or other equitable relief to prevent any such breach. I also acknowledge that, to the extent permitted by law, a *Deloitte Entity* will be entitled to the payment of the *Deloitte Entities'* reasonable costs and attorney's fees incurred in enforcing this Employment Agreement. I also acknowledge that, to the extent permitted by law, the Employer may request that a court extend the one year period following the termination of my *Employment*, as provided in Paragraphs 12 and 15, to correspond with the period that I participated in activities prohibited by Paragraphs 12 and 15.

**21. Liquidated Damages: Client Fees.** I agree that in the event of a breach under Paragraph 12, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

**22. Liquidated Damages: Compensation.** I agree that the precise amount of damages flowing from a breach under Paragraph 15 would be impracticable or extremely difficult to ascertain in an actual amount. Therefore, I agree that in the event of a breach under Paragraph 15, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by or owed to any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

**23. Right of Inspection.** I agree to permit the Employer (or to use my best efforts to enable the Employer) to inspect my books and records (and the books and records of any entity which employs or is associated or affiliated with me), upon request and at reasonable times, to enable the Employer to confirm the calculations described above and to verify compliance with Paragraphs 12 and 15. The Employer shall keep confidential any proprietary information obtained, except as may be necessary or desirable to enable the Employer to enforce its rights under this Employment Agreement and except as may be required by any statute, court or administrative order to decree or government ruling or regulation.

**MISCELLANEOUS**

**24. Governing Law; Choice of Forum.** This Employment Agreement is deemed to have been executed in the Employer's office in **Hyderabad, Telangana, India** and will be construed and governed in accordance with the laws of the Republic of India without regard to its conflicts-of-law principles. You agree to submit to jurisdiction before any court of record in which the Employer's office to which you were assigned is located, or in which a breach of this Employment Agreement may occur, at the election of the Employer, and you waive any right to raise questions of personal jurisdiction or venue in any action the Employer may bring against you in any such court. You further agree to accept service of process/summons/legal notice from the Employer when that process/summons/legal notice is either sent to your last known address by certified mail or served by any other means permitted under the law of the jurisdiction in which the Employer may bring an action against you.

**25. Modifications.** My obligations hereunder may not be changed or modified, released, discharged, abandoned or terminated, in whole or in part, except by an instrument in writing signed by an *Authorized Signatory*.

**26. Severability.** Every provision of this Employment Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such term or provision will be enforced to the maximum extent permitted by law and, in any event, such illegality or invalidity shall not affect the validity of the remainder of the Employment Agreement.

**27. Blue-Penciling.** If any court determines that any provision of this Employment Agreement, or any part hereof, or the application of any such provision, or any part hereof, to any person or circumstance is unenforceable or void, such court shall have the power to modify such provision, or any part hereof, to the extent necessary to render it legal and enforceable while preserving its intent, or if such modification is not possible, by substituting therefore another provision that is legal and enforceable and that achieves the same objective.

**28. Waiver.** None of my obligations under this Employment Agreement shall be deemed to have been waived by the Employer except if the giving of such waiver is contained in a written notice given to me and no such waiver shall be deemed to be a waiver of any other or further obligation I have under this Employment Agreement.

**29. Entire Agreement.** This Employment Agreement, the Employer's employment application, the Terms and Conditions of Service issued pursuant to the offer of employment and any documentation employing me or transferring me to the Employer, contain the entire understanding between me and the Employer or any other *Deloitte Entity* with respect to the subject matter hereof and supersedes all prior representations, warranties, and agreements with respect to such subject matter, and no representations, warranties or other covenants exist with respect to such subject matter that are not contained or expressly referred to herein. Notwithstanding the foregoing, any written agreement between a *Deloitte Entity* and me with respect to the subject matter hereof that was signed by me prior to the effective date of this Employment Agreement shall remain valid and enforceable according to the terms of such agreement with respect to all acts and omissions occurring prior to the effective date of this Employment Agreement. In the event of a conflict between this Employment Agreement and the employment application or any other document purporting to set forth terms and conditions of my *Employment*, this Employment Agreement will control.

**30. Transfer and Assignment.** Unless as the Employer shall otherwise determine, the rights, obligations and benefits of the Employer under this Employment Agreement, including but not limited to those rights and benefits relating to my post-Employment obligations set forth in this Paragraph 30 and in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19 and 23 above, are transferred and assigned, in whole or in part (as the Employer shall determine) and without the need for my consent or the formality of documentation or prescribed processes, to (a) any *Deloitte Entity* in connection with my transfer to that *Deloitte Entity* or (b) any entity that acquires all or a part of the assets or business of the Employer. All provisions of this Employment Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, representatives, successors, and assigns of the Employer and me, and any *Deloitte Entity* to which I may be transferred during my *Employment*, provided, however, none of my duties or obligations under this Employment Agreement may be assigned or transferred by me to any other person or entity without the Employer's prior written approval of such assignment or transfer. Any purported assignments in violation of this Paragraph 30 shall be null and void.

**31. Headings.** The headings contained in this Employment Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Employment Agreement.

I have read the foregoing, understand it, and agree to comply with its terms.

**For Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
 6718FF75DA89400...

Pooja Madhani

**Talent**

**Authorized Signatory**

Effective as of , I accept all the terms and conditions of the Employer as stipulated in this Employment Agreement.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

**EXHIBIT A**

The definitions below apply to the italicized terms that appear in the Employment Agreement (including the exhibits):

**Attest Client** – attest client (or an affiliate of such client) of Deloitte & Touche LLP or a *Deloitte Entity*.

**Authorized Signatory** – a director, officer or other person who is authorized to sign on behalf of a *Deloitte Entity*.

**Confidential Information** – any information not generally known to the public, in any *Form*, that (1) relates to the operation of a *Deloitte Entity* or provides the *Deloitte Entities* with a competitive advantage, (2) consists of Personally Identifiable Information (*PII*) or other personal information about *Personnel*, client and other third party personnel, independent contractors, subcontractors, agents, vendors, suppliers or others which the Employer or another *Deloitte Entity* receives in the course of business, and (3) all other information entrusted to the Employer or another *Deloitte Entity* by clients and other third parties. *Confidential Information* includes, but is not limited to, *Intellectual Property*, supplier information, designs, business or marketing plans, forecasts and financial information, tax returns, tax identification numbers, agreements, client or prospective client lists, specific information about clients or prospective clients such as preferences for specific products and services, client or prospective client needs based on financial history and past purchases of services, client or prospective client development plans, specific rates charged to a client or offered to a prospective client and other business or client records. *Confidential Information* also includes, but is not limited to, debit or credit card information, employment applications, organization charts, performance ratings and other personnel records.

**Deloitte Entity** – the Employer, Deloitte LLP, and any corporation, company, partnership, limited liability company or other entity (a) that (i) is owned, directly or indirectly, in whole or in part, by Deloitte LLP (the “Deloitte U.S. Firms”), including but not limited to Deloitte LLP subsidiaries in India, the Deloitte Touche Tohmatsu verein, Deloitte Global Services Limited, Deloitte Global Services Holdings Limited, Deloitte Touche Tohmatsu Limited (“DTTL”) or any member firm of DTTL or affiliate thereof (collectively, the “DTTL Member Firms”) or (ii) controls, is controlled by or is under common control with any of the entities listed in clause (i); or (b) in which any *Personnel* participated on its behalf, or carried out any duties with respect to its affairs. For purposes of this Employment Agreement, the term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract, or otherwise.

**Deloitte Property** – *Confidential Information*, *Systems*, equipment, debit and credit cards issued in connection with my *Employment*, furniture, facilities and any and all other materials owned, licensed or leased by a *Deloitte Entity*, including, without limitation, computerized or electronic information and all copies thereof in any form or media, created by, furnished to, obtained by or prepared by me in the course of my employment in any capacity.

**Deloitte India (Offices of the US)** - The following companies shall be deemed to be the affiliates of each other and are collectively referred to as Deloitte India (Offices of the US): (i) Deloitte Consulting India Private Limited (ii) Deloitte Tax Services India Private Limited (iii) Deloitte Support Services India Private Limited (iv) Deloitte Financial Advisory Services India Private Limited and (v) Deloitte & Touche Assurance & Enterprise Risk Services India Private Limited.

**Electronic Communications** – all text, audio, video, images, information, data, files and attachments created, displayed, sent, received, posted, accessed or stored, whether deleted or not, by means of the *Systems*.

**Employment** – the nature of my relationship with the Employer or a *Deloitte Entity* pursuant to this Employment Agreement. Alternatively, and depending on context, *Employment* is the period of time during which this relationship persists.

**Form** - paper, computer disc, USB drive, website; any other tangible or electronic medium by which information may be stored or accessed; and human memory.

**Independence** – National Office (Independence) of Deloitte LLP.

**Intellectual Property** - works of authorship (including, without limitation, books, articles, data compilations, software and other copyrightable materials), materials, patents, inventions, designs, techniques, methodologies, processes, discoveries, know-how, ideas, trade secrets, moral rights, trademarks and other indicia of origin together with the goodwill therein, and all patent applications, copyright and trademark applications and registrations, and extensions and renewals thereof, throughout the world.

**Intellectual Property Rights** – all rights, title and interest in Intellectual Property.

**PCAOB** – the United States Public Company Accounting Oversight Board.

**Personal Creations** – *Intellectual Property* that meet all of the following criteria: (1) it is conceived, developed, and created by me on my own time without using *Deloitte Property* or *Personnel* (during work hours), facilities, *Confidential Information* or *Works* of a *Deloitte Entity*, (2) it is unrelated to the actual or reasonably anticipated business or research and development of a

*Deloitte Entity*, and (3) it does not result from any work performed by me and the *Personnel* (during work hours) for a *Deloitte Entity*.

**Personnel** – partners, principals, members, officers and employees of a *Deloitte Entity*.

**PII** – information (excluding business contact information such as an individual's name and one or more of the following: organization name, organizational title, organizational role, business address, business telephone number (including business cell phone number and business email address) relating to an identified or identifiable natural person. An identifiable natural person is a natural person who can be identified, directly or indirectly, by reference to an identification number or factors specific to his or her physical, physiological, mental, economic, cultural or social identity. Set forth below is a non-exclusive list of information that constitutes PII when such information relates to an identified or identifiable natural person:

- Account number (bank account, credit card, etc.)
- Address
- Biometric identifier
- Certificate or license number
- Date of birth
- Government identifiers (such as PAN)
- Name\*
- Personnel Number
- Photograph or video identifiable to an individual
- Vehicle identifier or serial number
- Other information related to an individual that may directly or indirectly identify that individual (e.g., salary, performance rating, purchase history, call history, etc.)

\* Note: When an individual's name is used with PII that is not business contact information, it is included in the definition of PII.

**Pre-existing Agreements or Arrangements** – agreements or arrangements that (1) relate to any *Pre-existing Creations*; or (2) may affect my ability to comply with the requirements of this Employment Agreement, including all contractual and other restrictions or obligations with other parties, including any post-employment restrictions and required notifications to the extent applicable under 18 United States Code §207, CFR 3.104-4, and India laws, rules and regulations that may or will impose limitations on my professional activities during my *Employment* (such as any non-compete agreements with prior employers and the one-year ban on lobbying contacts).

**Pre-existing Creations** – any *Intellectual Property* and *Intellectual Property Rights* that were developed or created by me, alone or with others, or otherwise acquired by me, before the period of my employment in any capacity with the Employer, in which I claim any ownership or right.

**Proceedings** – past or pending (1) actual or threatened claims or complaints of, or arising out of service to, present or former clients, (2) regulatory, self-regulatory, disciplinary, administrative, civil or criminal investigations, inquiries, charges, complaints, actions, sanctions, alternative dispute resolution proceedings, other proceedings or matters (other than criminal proceedings which relate solely to the operation of a motor vehicle) of any kind or nature, in India or any other jurisdiction, against me, including criminal proceedings arising out of my provision of professional services, proceedings brought by a professional association, or proceedings involving the Securities and Exchange Board of India, United States Securities and Exchange Commission or the PCAOB, other professional bodies like the Institute of Chartered Accountants of India or (3) matters of any kind or nature which could adversely affect my association with the Employer or my ability to perform my duties or responsibilities to the Employer, whether set forth in this Employment Agreement or otherwise, or my registration with or licensure by any governmental, quasi-governmental, or other regulatory agency, body or entity, in or outside the United States or India.

**Systems** – the communications systems or any part of such systems that a *Deloitte Entity* owns, licenses or operates and approves for use, including, but not limited to, e-mail, text messaging, Lotus Notes, Deloitte Online (eRoom), instant messaging, local area network, wide area network, Intranet (e.g., DeloitteNet, D Street), Internet, extranet, collaborative tools (e.g., blogs, wikis, etc.), laptop and desktop computers, servers, air cards, Personal Digital Assistants, cell phones, telephones and voicemail.

**Works** – all *Intellectual Property*, in any *Form*, created by me, alone or with others, during the period of my *Employment* that (1) is created within the scope of my *Employment*; (2) relates in any manner to the actual or anticipated business, research, or development of a *Deloitte Entity*; (3) results from any work assigned to or performed by me, alone or with others, for the Employer; or (4) is created with the use of *Deloitte Property*.

**EXHIBIT B****Pre-existing Creations; Pre-existing Agreements or Arrangements**

I understand and agree that the Employer makes no attempt to verify my claim of ownership to any of the *Pre-existing Creations* listed, and makes no admission that any *Pre-existing Creations* listed are owned by me.

[If yes, please enter details below]

Yes, I do have *Pre-existing Creations*, *Pre-existing Agreements or Arrangements*

No, I do not have *Pre-existing Creations*, *Pre-existing Agreements or Arrangements*

<b><u>Title</u></b>	<b><u>Date</u></b>	<b><u>Brief Description</u></b>
---------------------	--------------------	---------------------------------

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Print)

ACCEPTED AND AGREED TO:

**Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
6718FF75DA89400...

Pooja Madnani

**Talent**

*Its: Authorized Signatory*

\_\_\_\_\_  
Date

An *Authorized Signatory's* signature is required only if *Pre-existing Creations* or *Pre-existing Agreements* or *Arrangements* are listed pursuant to Paragraphs 2 and 11 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment made in light of Paragraph 2 that *Pre-existing Creations*, if any, are described and explained in sufficient detail so that the likelihood of confusion between the employee's *Pre-existing Creations* and the *Intellectual Property* of a *Deloitte Entity* can be avoided or minimized in the future and further indicates that the *Pre-existing Agreements* or *Arrangements* have been obtained and reviewed and that the *Authorized Signatory* is satisfied that such *Pre-existing Agreements* or *Arrangements* will not interfere with the employee's ability to comply with the requirements of this Employment Agreement.

**EXHIBIT C**

**Proceedings**

[none, unless otherwise specified]

Yes, I do have *Proceedings* to report

No, I do not have *Proceedings* to report

My signature below certifies that to the best of my knowledge, the information I have provided above, pursuant to Paragraph 3, is complete and accurate.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

**EXHIBIT D**

**Exceptions to Post-Employment Restrictions: re: Clients**

[none, unless otherwise specified]

As specified in Paragraph 13, I agree that after a period of three (3) years from my start date or the date of my employment, as the case may be, the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on Exhibit D to support the application of the obligations of Paragraph 12 to those clients.

Yes, I do have  
Post-Employment Restrictions  
re: Clients

No, I do not have  
Post-Employment Restrictions  
re: Clients

<u>Name of Client</u>	<u>Specified Kind of Services(s) Permitted</u>
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ACCEPTED AND AGREED TO:

**Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
6718FF75DA89400...

Pooja Madnani

**Talent**

Its:     Authorized Signatory	_____
	Date

I have read and understood the above policy terms.

_____	_____	_____
Signature	Name	Date

A n *Authorized Signatory's* signature is required only if information is provided pursuant to Paragraph 13 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment that criteria in Paragraph 13 have been fully satisfied, the clients listed have been properly identified, and the kinds of services permitted have been described with sufficient specificity.



## Terms and Conditions of Service

In continuation to our offer of employment with **Deloitte Tax Services India Private Limited** (the "Employer"), please note the terms and conditions of service.

The italicized terms in these Terms and Conditions of Service are defined in **Exhibit A** of the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement hereto.

### Terms of Service

#### 1. COMPLIANCE WITH INDEPENDENCE, ETHICS AND OTHER REQUIREMENTS

Deloitte & Touche LLP performs attest services for certain of its clients and is subject to the independence requirements of, among others, the United States Securities and Exchange Commission (SEC), the United States Public Company Accounting Oversight Board (PCAOB), and the American Institute of Certified Public Accountants (AICPA). These requirements mandate that certain of the Employer's employees and their relatives be independent of some or all of such attest clients and their affiliates in accordance with the policies of Deloitte LLP and its subsidiaries (the "Deloitte US Entities").

Upon joining the Employer, you will be asked to review a listing of the attest clients and the affiliates of such clients of certain of the Deloitte US Entities and disclose relationships or financial holdings that you or your relatives may have that could affect the independence of the Deloitte US Entities. Any relationships or holdings that conflict with, among other things, the requirements of the SEC, the PCAOB or the AICPA or the independence or ethics policies of the Deloitte US Entities will need to be resolved immediately. Further, you will be required to comply with these policies throughout your career with the Employer, including, when applicable, maintaining a current list of certain of your financial interests (but not their value) in the independence tracking system.

As a condition to your joining the Employer and continued employment, you are required to complete a representation regarding your understanding of, and compliance with, independence and other matters, on a periodical basis (as requested beginning on or prior to the date of you joining the Employer, annually thereafter, and upon certain changes in your role in the Employer), the details of which are provided in the independence representation. An example copy of this representation form is available for your reference on [www.deloittenet.com](http://www.deloittenet.com). The representation should be made to the best of your knowledge and ability. It is your responsibility to consult on any matter should you be uncertain or have a question. You are also requested to refer to [www.deloittenet.com](http://www.deloittenet.com) and *Independence* for more information in this respect. The representations made by you will be subject to an audit and may be reviewed by Deloitte LLP representatives and shared with certain third parties. If you are selected for such an audit, you will need to submit certain personal financial records to Deloitte LLP's internal audit team. Please be assured that Deloitte LLP fully intends to keep all information obtained through the audit process confidential and secure. You hereby give your consent to Deloitte LLP to use the information provided by you for such purposes as provided in the policies regarding independence and ethics.

In the event you (i) do not cooperate or comply with the independence requirements, or (ii) do not complete the necessary representations, or (iii) make inaccurate representation(s); you may be subject to disciplinary action including and up to termination of employment with the Employer.

Please feel free to contact or consult *Independence* should you require any further information or if you have any specific concerns in this respect.

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#### 2. NON DISCLOSURE, NON SOLICIT AND INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AGREEMENT ("Employment Agreement")

You will be expected to sign the Employer's Employment Agreement. Please contact Talent for further details.

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#### 3. HARRASSMENT POLICY

**Administrative Policy Release ("APR") 213** is the Employer's policy prohibiting harassment. Deloitte LLP's subsidiaries located in India ("Deloitte India (Offices of the US)") are committed to providing a working environment that is free from harassment based on caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis, in accordance with applicable Indian central, state or local law. Expressly forbidden are unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Depending on the circumstances, such harassment may also include conduct such as stereotyped or demeaning remarks or gestures or the display or circulation, whether in writing or electronically, of materials or pictures offensive to persons because of their caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis in accordance with applicable Indian central, state or local law. The full policy will be accessible to you on DeloitteNet after joining Deloitte U.S. India.

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#### 4. WORKING HOURS, HOLIDAYS, LEAVES AND MATERNITY BENEFITS

You will be provided with your standard working hours, which may vary over the course of your career. The Employer may, from time to time, subject to applicable laws, require the employee to work beyond these hours.

You shall be entitled to paid holidays and leave as per the Employer's policies.

Women employees are eligible for maternity benefits as per the recent amendments (2017) in the maternity benefit act, 1961, including having 26 weeks of maternity leave with pay, as applicable.

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#### 5. RETIREMENT AGE

The age of retirement for employees of Deloitte India (Offices of the US) is 60 years. Your employment will therefore automatically terminate at the end of the month in which you attain 60 years.

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#### 6. TRANSFERS

You may be transferred, assigned, or asked to attend training at the offices of a Deloitte Entity or its clients or third parties in India or abroad with or without additional compensation. In such an event, you will also be governed by the terms and conditions of service applicable to the transfer, assignment, or training.

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#### 7. NOTICE PERIOD FOR TERMINATION OF SERVICES

The notice period for termination of your services is **60 Days** by either side and/or salary in lieu of notice period on part of the Employer only.

The Employer expects all employees to maintain the highest standards of professional conduct at all times.

In order to assure orderly operations and provide the best possible work environment, the Employer expects you to follow rules of conduct that will protect the interests and safety of all personnel, including but not limited to the Code of Ethics and Professional Conduct.

In the event of any breach of the Code of Ethics and Professional Conduct, non-performance of a contractual obligation or the terms and conditions laid down in this Annexure, or if you engage in any misconduct whether or not in connection with or affecting the business or affairs of the Employer or the work conduct, as specified by Employer, you will be subject to disciplinary action up to and including termination of your services/ employment with the Employer without any notice or payment in lieu of notice notwithstanding any other terms and conditions stipulated herein.

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#### 8. MISCONDUCT

Misconduct may include but is not limited to:

- Irregular attendance: repeated or excessive absence, tardiness or early departures/ late comings without approval.
- Unreported or unapproved absence (including overstay of leave) for more than five consecutive days or deviation from assigned and accepted schedule for more than five days.
- Falsification or manipulation in background verification process or employment records, employment information, or other records prior to or after joining the Employer.
- Falsification or manipulation of Deloitte Time & Expense (DTE).
- Knowingly providing false statements, either verbally or in written form.
- Neglect of normal duties and functions.
- Practices such as reading personal materials during working time, having obscene or inappropriate posters or screen savers at your work station, playing games at your work station, etc.
- Continued discharge of work functions that do not meet the standards reasonably expected.
- Breach of the confidentiality provision in the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement including disclosing to any unauthorized person any *Confidential Information* or *PII*.
- Willful insubordination or disobedience, whether or not in combination with another, of any lawful and reasonable instructions of any member of management or any authorised person.
- Engaging in unapproved outside employment and activities as defined in APR 218 (US & IND)

([https://deloittenet.deloitte.com/About/Policies/Admin/Pages/218\\_OutsideEmploymentActivities\\_US.aspx](https://deloittenet.deloitte.com/About/Policies/Admin/Pages/218_OutsideEmploymentActivities_US.aspx)).

- Installing, downloading, copying or duplicating any unauthorized or unlicensed software, programs, games, or attachments on any computer system of the Employer or of any *Deloitte Entity* or its clients.
- Engaging in any illegal activities.
- Workplace violence, including threats of physical violence.
- Corporate credit card delinquencies.
- Causing damage to the property of the Employer, any *Deloitte Entity*, its clients, or their respective personnel
- Going on or abetting a strike in contravention of any law.
- Theft of any property belonging to another, the Employer or any *Deloitte Entity*, or their respective personnel, clients, or visitors
- Possession of firearms, explosives, knives or any instruments that can be used as an injurious or deadly weapon in the workplace or at any *Deloitte Entity* sponsored event.
- Corruption, fraud, or misappropriation of funds.
- Failure to comply with the policies, guidelines, rules and regulations of the Employer or a *Deloitte Entity* as applicable.
- Excessive personal use of the Employer's telephone, fax or computer systems.
- Failure to adhere to applicable laws.
- Any act prejudicial to or in conflict with the interests of the Employer or a *Deloitte Entity*.

The above terms and conditions are based on, and should be read in conjunction with, the Employer's policies, guidelines, procedures and other rules currently applicable, including but not limited to Administrative Policy Releases (APRs) and Deloitte India (Offices of the US)'s other policies, guidelines, rules, and regulations. The above rules are subject to amendments from time to time and the amended rules, policies, procedures, and guidelines would be posted on the Employer's Intranet site i.e. <https://deloittenet.deloitte.com/Pages/Home.aspx> for employee reference. The policies will be updated from time to time in the future and we deem to have your consent to any and all such changes. Furthermore, upon acceptance of employment with the Employer, you may be requested to read and acknowledge acceptance of various policies and guidelines of the Employer. It is expected that you will read and acknowledge all such communications.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name



### Training Agreement

On behalf of **Deloitte Tax Services India Private Limited**, please accept our congratulations on your recent offer of employment to join the Company as **Tax Consultant I** pursuant to the terms and conditions of your offer letter dated **August 26, 2024**. You made a very favorable impression with everyone you met and we are excited about the possibility of you joining the Company.

As you may be aware, as a condition of employment with the Company, you may be required to travel Overseas to attend a series of training sessions for a period of up to 90 days. This training will be a combination of classroom procedural training as well as on-site training to observe employees conducting similar work at various client locations. This training represents the confidence we have in your ability to be a valuable member of the practice of the Company.

As per Company policy, we kindly bring to your attention that all employees attending training overseas are required to sign a Training Agreement which will obligate the employee to repay a calculated amount of the costs associated with the training, only if the employee resigns his/her position or are terminated for cause within a specified period after completion of the training (usually between 6 to 18 months). This repayment obligation disappears after the specified period of time has lapsed. We all look forward to seeing you again soon and having you join our team of outstanding professionals.

Sincerely,

For **Deloitte Tax Services India Private Limited**

DocuSigned by:

*Pooja Madhani*

6718FF75DA89400...

By:

Signature

**Authorized Signatory**

**Deloitte Tax Services India Private Limited****Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District, CIRCLE 3, Hyderabad - 500032, Telangana, India****Tel: +91 040 67621000**  
**www.deloitte.com****Subject: Offer of Employment****Dear DIVYA PRAKASH K**

On behalf of **Deloitte Tax Services India Private Limited** (the "Employer" or "Company"), I am pleased to confirm our offer of employment to you as **Tax Consultant I** based in **Hyderabad**.

We extend this offer, and the opportunity it represents, with great confidence in your abilities. You have made a very favorable impression with everyone you met and we are excited with the prospect of you joining our organization on **OCT 12, 2022**.

Your immediate manager will communicate details of your role and work responsibilities in the initial weeks of your joining the Employer. During your employment, the Company may require you to work on any project that you are assigned to, on any technical platforms/skills and nature of the project, in differentiated work timing, at designated work space and location as may be decided by the company.

As part of your annual compensation, you will receive a Total Salary of **382500** and, will be eligible for a performance linked variable bonus. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount could vary depending upon the business and individual performance each fiscal year and, in some situations, could exceed the payout range indicated. Any amounts paid will be subject to statutory and other deductions as per Employer policies and practices. The details of your compensation breakdown are provided in the attached Annexure A.

As an incentive to join the Company, you are eligible to receive a joining bonus of **Rs./₹ 100,000/-** subject to your reporting for full-time employment on **OCT 12, 2022**.

. This amount will attract applicable taxes and will be processed as part of your first month's payroll. You will have an obligation to repay the entire amount of your joining bonus if you resign your position or are terminated for cause by the Company within **12 months** of your start date.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

Your employment with us will be governed by the Terms and Conditions as detailed in **Annexure B**, as well as any and all rules, regulations, guidelines, policies and practices of the Employer, which may be amended from time to time. Deloitte LLP and its U.S.-based subsidiaries (the "Deloitte U.S. Firms") requires their employees to make the necessary representations regarding independence and other matters. Because the Employer is an Indian subsidiary of Deloitte LLP, we must also comply with these independence requirements. Accordingly, this offer is conditional upon you agreeing to make such representations under the Employer's Independence Representations requirements, as further explained in **Annexure B**.

Your compensation details are confidential, and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization. We would like you to join the Employer on, or an alternative mutually agreed upon date.

This offer letter, together with the Annexures described herein, and the Non-Disclosure, Non Solicit and Intellectual Property Rights Assignment Agreement, the Information Security Policy (which you are required to sign upon joining), constitute the entire agreement between the parties with respect to the subject matter of this offer, and supersedes all other previous or contemporaneous oral or written representations, understandings or agreements relating to the subject matter of this offer between you and the Employer or its affiliates.

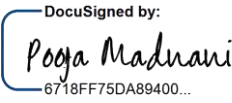
In compliance with applicable laws, Deloitte India (Offices of the US) provides its professionals with home pick-up and drop transport services within **pre-defined** boundary if their shift timings are between 8:30 p.m. - 6:00 a.m. in Hyderabad, 9:00 p.m. - 6:00 a.m. in Mumbai, Pune; 7:00 p.m. – 6:00 a.m. in Gurugram, 8:00 p.m. - 6:00 a.m. in Bengaluru, Chennai, and Kolkata.

This letter and **Deloitte Tax Services India Private Limited** employment application are intended to be final. To accept the offer and the terms of this letter, please sign below in the space provided within three business days.

everyone you have interviewed with joins me in extending to you congratulations and warm regards. We look forward to you joining our team.

Sincerely,

**For Deloitte Tax Services India Private Limited**  
Best regards,

By:   
Signature

**Authorized Signatory**

**Acceptance**

Signature

Date

**Annexure A****Tax Consultant I -**

<b>Description</b>	<b>Monthly</b> (Rs. per month)	<b>Annual</b> (Rs. per Annum)
Basic Pay	<b>17,500</b>	<b>210,000</b>
House Rent Allowance (HRA)	<b>8,750</b>	<b>105,000</b>
Special Allowance <sup>1a &amp; 1b</sup>	<b>11,867</b>	<b>142,404</b>
Leave Travel Allowance <sup>2</sup>	<b>1,750</b>	<b>21,000</b>
Differential Allowance	<b>5,833</b>	<b>69,996</b>
Meal Card <sup>3</sup>	<b>2,200</b>	<b>26,400</b>
Employer's contribution to PF	<b>2,100</b>	<b>25,200</b>
<b>Total Salary (in Rs.)</b>	<b>50,000</b>	<b>600,000</b>
Variable Bonus*	You are eligible for a performance linked variable bonus. It will be paid out at the end of the fiscal year, as applicable and on the basis of your individual performance and performance of the business	
Medical Insurance Premium <sup>4</sup>	<b>3,014</b>	<b>36,167</b>

\*The Variable Bonus will vary, primarily based on your individual performance and the performance of the business, during the Employer's fiscal year which is June through May. Your performance will be formally assessed as a part of the Employer Performance Review Cycle Process. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount will vary depending upon the business and individual performance and in some circumstances, could exceed the payout range indicated. The performance of all the employees who have joined the Employer prior to March 1st will be assessed for the fiscal year ending in May. The disbursement of a Variable Bonus, if applicable, is subject to you being active on the rolls of the Employer, during the Annual Incentive Program payout cycle for the fiscal year. For employees joining during the period March 1st to May 30th, a prorated Variable Bonus, if applicable, will be based on the first year-end review ratings in the subsequent year and paid during the Annual Incentive Program payout cycle of that year. The Variable Bonus will not be paid in the event of termination of employment for any reason on or before the disbursement time. The application and interpretation of, and any determinations related to, the Variable Bonus is at the sole discretion of Employer. Employer may amend or terminate the Variable Bonus at any time. All compensation and benefits are based on employee's position with the Employer in India.

Contd/-....

Annexure A

<sup>1</sup>All employees may claim tax exemption, subject to tax rules from time to time, from their Special Allowance component, expenses incurred towards communication and Driver / Fuel & Maintenance Expenses as per eligibility mentioned below:

**Employee Level -  
Tax Consultant I**

<sup>1a</sup>Communication Expenses

<sup>1b</sup>Fuel Expenses

Only one Post paid mobile, one Land Phone  
and One internet connection bill(s) can be  
claimed.

Petrol / Driver / Insurance / Repairs &  
Maintenance

**Rs./₹ 3,000/-** per month

**Rs./₹ 7,500/-** per month

<sup>1a</sup> The internet/telephone/mobile bills should be in the Employee's name.

<sup>1b</sup> For claiming vehicle running expenses (Driver / Fuel / Repairs & Maintenance expenses) the vehicle has to be in the name of the Employee and the current tax rules are as under. The above limits will be applicable for all those who are on company car lease program and the below limits will apply for all those who are on self-owned car. In case of company leased car, taxability would be as per the current perquisite valuation rules.

Nature of Expenses	Own Vehicle –Maximum Tax exemption limit per month		
	4 Wheelers (Engine Capacity)		
	<= 1600 cc	> 1600 cc	Two Wheelers
Fuel & Maintenance	Rs. 1,800	Rs. 2,400	Rs. 900
Driver's Salary	Rs. 900	Rs. 900	Not applicable

All employees at and above **Senior Staff** are eligible for the company car lease program. If you choose to avail of this benefit, the amount towards lease rental will be paid by the firm on your behalf to the leasing company and your compensation structure will be adjusted accordingly. A revised letter with the new compensation structure will be issued that will supersede this letter for all practical purposes.

<sup>2</sup> The Leave Travel Allowance (LTA) will be paid on a monthly basis as an allowance with tax deducted at source. If you choose to avail the tax benefit on LTA, you should submit proof of expenses incurred by you for Self and / your immediate dependents. The taxability or otherwise of LTA will be as per the Income Tax Act 1961, details of which will form part of the LTA Form.

<sup>3</sup> Meal Card amount will be credited at the start of each month and for the first month (For New Hires) prorated amount will be processed as part of payroll. If not collected, it will be processed as a taxable amount with the salary.

<sup>4</sup> Annual Floating Medical Insurance Coverage for self and **6 dependents** is being paid by the Employer on your behalf. The premium amount is subject to change every year post renewal of insurance policy. In case you opt for an enhancement of the coverage limit, the additional premium will be adjusted accordingly from the special allowance.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

You may also be eligible to either a One-time Stipend or a temporary lodging basis joining the registered office location, you will receive a survey from Deloitte prior to your joining.

You may select the best option for availing the relocation assistance. If an employee who has availed this reimbursement decides to quit within 18 months from the date of relocation claim for whatever reason, the relocation reimbursement paid to the employee will be recovered in full, from the employee's full and final settlement.

By joining the Company, you will become a member under the 'Deloitte USI Employees Welfare Trust' and may be required to make a nominal contribution as a member.

Original bills towards the above components should be submitted during the Income Tax fiscal period evidencing the expenditure to get Income Tax exemption, failing which the same will attract applicable Income Tax.

Submission of false, tampered or altered bills as proof of expense for any of the above components will result in disciplinary action including termination of employment.

**Your compensation above is subject to income tax deduction per rules and guidelines prescribed under the prevailing tax laws. This may change from time to time in line with the amendments done in tax laws.**





## Annexure B

### **Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement ("Employment Agreement")**

In consideration of my employment by **Deloitte Tax Services India Private Limited**, an Employer incorporated under the provisions of the Companies Act, 1956 and having its registered office **Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District, CIRCLE 3, Hyderabad - 500032, Telangana, India** (the "Employer") as **Tax Consultant I** - and other valuable consideration, I acknowledge and agree that:

#### **PRELIMINARY MATTERS**

**1. Defined Terms.** The italicized terms in this agreement (the "Employment Agreement") are defined in **Exhibit A** hereto.

**2. Pre-existing Agreements or Arrangements.** I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Agreements or Arrangements*. The Employer expects me to abide by all restrictions or obligations that are contained in such Pre-existing Agreements or Arrangements and to avoid involvement, while employed by the Employer, in any matter that could pose a conflict as a result of confidential information or intellectual property obtained by me prior to my *Employment*. I further represent that none of these restrictions or obligations, including those set forth in any non-compete agreements with prior employers, is inconsistent with my acceptance of the Employer's offer of *Employment* or my becoming, and serving as, **Tax Consultant I** of the Employer. To the extent applicable and if I am joining the Employer after having served as an employee or official of the United States Government, I further represent that: (1) I have disclosed my prior participation, if any, in any discussions or negotiations with, or decisions to award contracts to, the Deloitte U.S. Firms while I was employed by the United States Government; and (2) I had either recused myself or had not played an active role in the applicable United States Government agency's decision to award any contracts to the Deloitte U.S. Firms while I was employed by the United States Government.

#### **PROTECTION OF OUR BUSINESS**

**3. Reporting of Proceedings.** Except as provided by law and except as I have disclosed in writing on **Exhibit C** to this Agreement, I represent and warrant that I have no *Proceedings* to report. Should I become a subject of any *Proceedings* during my association with the Employer, I agree to immediately report, in writing, all relevant facts to the Chief Talent Officer of Deloitte LLP, the Regional Talent Director of the Employer, and the Chief Ethics and Compliance Officer of Deloitte LLP. I understand that my responses are subject to audit and review by the Employer and others in accordance with applicable professional, ethical, legal, or Employer requirements, rules, regulations, policies, or practices, or other requests.

**4. Confidentiality.** I acknowledge that, by virtue of my *Employment*, I will acquire and be exposed to, have access to, make use of and/or create *Confidential Information*. Therefore, I agree to hold in trust and confidence all such *Confidential Information*. I will neither disclose any such *Confidential Information* to anyone outside a *Deloitte Entity* without the prior written approval of an *Authorized Signatory*, except as required by my authorized duties for the Employer, nor use any such *Confidential Information* for any purpose other than for the benefit of a *Deloitte Entity*.

**5. Third Party Information and Property.** I agree that during my *Employment*, I shall not use or disclose any confidential information or intellectual property of any former employer or other person or entity without the prior written authorization of such employer, person or entity and the prior written consent of an *Authorized Signatory*. If I were to use or disclose any such Confidential Information or Intellectual Property without prior consent, and any of the *Deloitte Entities* become the subject of any claim from a third party regarding such unauthorized use or disclosure, I agree to hold harmless and indemnify the *Deloitte Entities* for any legal defense costs and/or damages related to any such claim.

**6. Authorization.** Only employees of the Employer holding a senior or managerial position with the Employer will be authorized by a specific authorization, delegation, or power of attorney to sign legal documents, representing the Employer. Similarly, only such authorized employees of the Employer may speak about the Employer, the business and plans, various client-related projects etc.

**7. Competing Activities and Conflict of Interest.** During the period of my *Employment* I will not, directly or indirectly, participate in or in any way render services or assistance to any business that is or may be competitive with a *Deloitte Entity*, whether or not for compensation, or engage in any conduct which might result in, or create the appearance of using my position for private gain or other than for the benefit of a *Deloitte Entity*, or otherwise create a conflict, or the appearance of a conflict, of interest with a *Deloitte Entity*. Such conduct shall include, but not be limited to, having an undisclosed financial interest in any vendor or supplier of a *Deloitte Entity*, accepting payments of any kind or gifts other than of a nominal value from vendors, clients or suppliers, or having an undisclosed relationship with a family member or other individual who is employed or

associated with any entity in active or potential competition with a *Deloitte Entity*, and which creates a conflict of interest. I represent and warrant that I am not currently aware of any present or past violation of this provision.

**8. Authorization to Access Systems and Electronic Communications and use of Deloitte Property.** I understand that while employed with a *Deloitte Entity*, I will use and have access to the Systems. I also acknowledge that a *Deloitte Entity* has the right at any time to access, retrieve, delete, monitor, examine, use and/or disclose my Electronic Communications and information from (or about) me and the content, without notice to me, and that such *Electronic Communications* are considered part of a *Deloitte Entity's* business and client records and are not to be considered private or personal to me or any other *Personnel*. I further acknowledge that this right extends to *Electronic Communications* transmitted for either a business or personal purpose.

I agree that I am authorized to access the *Systems* only for approved business purposes and occasional personal use if such use does not interfere with my work responsibilities and other required business activities, business operations, or *Systems* performance. However, I also acknowledge that such occasional personal use does not create an expectation of privacy as to any of my personal *Electronic Communications* and, as such, are *Deloitte Property*.

I further acknowledge that I am not authorized to use the *Systems* for personal gain or any illegal or unethical use. I agree that under no circumstances am I authorized to access any of the *Systems* for the purpose of obtaining *Deloitte Property* for a competitor of a *Deloitte Entity*, transmitting *Deloitte Property* to me (e.g., emailing *Confidential Information* to my personal email address) or to a third party for purposes other than furthering the business objectives of a *Deloitte Entity*. I am not authorized to download a *Deloitte Entity's Confidential Information* or other *Deloitte Property* to removable media such as a CD Rom, disk or thumb drive other than as authorized for furthering the business objectives of a *Deloitte Entity*.

I will be responsible for the safe keeping and return in good condition and order of all the *Deloitte Property* that may be in my use, custody, care or charge. For the loss of any *Deloitte Property* in my possession or custody or for which I have been assigned responsibility, the Employer will have a right to assess on its own basis and recover from me, the damages in respect of such materials (out of the amounts due to me or otherwise) and to take such other legal action as it deems appropriate including termination of my employment without notice or payment in lieu thereof in the event of my failure to account for such material or property to its satisfaction.

**9. Security.** I am provided with a worktable and lockable storage space. I will ensure they are locked when unattended and understand that a duplicate key will only be provided if I sign for it. I am required to display my identity card to the appropriate security personnel on demand and at all times within the office premises.

**10. Ownership of Works.**

a. I agree that the Employer owns all rights, title and interest in and to all *Works*.

b. I agree that all *Works* are deemed works made for hire under India copyright or applicable laws or equivalent laws of any applicable foreign jurisdiction, and all *Intellectual Property Rights* therein vest automatically in the Employer upon creation of the *Works*. I agree that, to the extent any *Work* is held not to be a work made for hire, I hereby irrevocably assign all *Intellectual Property Rights* in the *Work* to the Employer. Notwithstanding anything contained in Section 19(4) of the Indian Copyright Act, 1957, I agree that such assignment shall continue to be in force for perpetuity irrespective of whether or not the Employer exercises its rights as the assignee for any period of time.

c. I will at all times, even after termination of my *Employment*, do whatever the Employer reasonably requests of me, at the Employer's expense, to document the assignment of any *Works* to the Employer or to assist the Employer in pursuing, renewing, extending or assigning any *Intellectual Property Rights*, and otherwise perfecting, protecting and enforcing said *Intellectual Property Rights* in, any *Works*. I agree that, as between me and the Employer, the Employer shall be the sole author, inventor, and owner of all such *Works* and *Intellectual Property Rights* therein throughout the world, and that the Employer shall have the sole right to seek copyright registrations, patents or trademark registrations, including all extensions and renewals thereof. I also hereby agree that I waive all moral rights in any *Works*.

I also agree to assign all my right, title and interest in and to any particular *Works* to a third party as directed by the Employer.

In the event the Employer is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraphs, I hereby irrevocably designate and appoint the Employer and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and in my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraphs with the same legal force and effect as if executed by me. I hereby waive any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any *Works* assigned hereunder to the Employer.

d. During a 12 month period after termination of my *Employment*, I agree that any *Intellectual Property* I create or conceive that results from and is related to any work assigned to or performed by me for the Employer, or that was created using *Deloitte Property*, is a *Work* that is subject to Paragraph 10 (b) above. For purposes of clarification, the foregoing provision is in addition to, and not in limitation of, any rights and remedies the Employer may have under the applicable laws protecting *Intellectual*

*Property of the Deloitte Entities.*

e. I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Employer) of all *Works* developed by me during the period of my employment with the Employer, which records shall be available to and remain the sole property of the Employer at all times.

**11. Pre-existing Creations; Personal Creations.** My obligations in Paragraph 10 do not apply to *Pre-existing Creations* and *Personal Creations*. I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Creations*. I acknowledge and agree that I will not assert any ownership rights against the *Deloitte Entities*, or their respective clients, with respect to any *Pre-existing Creations* unless they appear on **Exhibit B**, and **Exhibit B** has been accepted and agreed to by an *Authorized Signatory* who has signed at the bottom of such **Exhibit B**. I further agree that I shall not use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment* without the prior written consent of an *Authorized Signatory*. To the extent that I use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment*, I agree that, except as otherwise provided in a written agreement executed by me and the Employer, I hereby grant to the Employer an irrevocable, royalty free, perpetual, fully paid up, transferable, sub-licensable license to use, reproduce, distribute, display, perform, modify and create derivative works of and otherwise exploit such *Pre-existing Creations* or *Personal Creations* for any purpose including, but not limited to, client engagements.

**12. Post- Employment Restrictions re: Clients.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or serving of certain clients related to my work for a *Deloitte Entity* would necessarily involve the unauthorized use or disclosure of *Confidential Information*, and the proprietary relationships and goodwill of the *Deloitte Entities*, and, in the case of my serving of certain clients, could compromise the full compliance of the Employer or another *Deloitte Entity* with the applicable laws, rules and regulations of a U.S. or India regulatory body or other independence-related requirement of a regulatory body. Accordingly, during the period of my *Employment* and for a period of one year thereafter, I will not, directly or indirectly, solicit or provide services to any existing client of a *Deloitte Entity* with which I had personal contact and provided services during the two-year period prior to termination of my *Employment*.

**13. Exceptions to Post- Employment Restrictions re: Clients.** I understand that the obligations of Paragraph 12 will not apply for a period of three (3) years after my start date or the date of my promotion or transfer to clients of a *Deloitte Entity* and/or certain specified kinds of services rendered to such clients that meet all of the following criteria: (a) are personal clients of mine who came to a *Deloitte Entity* solely to avail themselves of certain specified kinds of services rendered by me and only as a result of my own independent recruitment efforts, which a *Deloitte Entity* neither subsidized nor otherwise financially supported as part of a program of client development, (b) are listed on **Exhibit D** expressly by name with respect to client and with sufficient specificity with respect to the kinds of service(s) that I will be permitted to render, and (c) are accepted and agreed to as to their listing on **Exhibit D** by an *Authorized Signatory* who has signed at the bottom of such Exhibit. I agree that after a period of three (3) years from my start date or the date of my promotion or transfer the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on **Exhibit D** to support the application of the obligations of Paragraph 12 to those clients.

**14. Future Employment with Clients.** Except as otherwise provided herein, I understand that I am not prohibited from accepting employment with a client (or an affiliate of such client) of a *Deloitte Entity*. Before entering into substantive discussions with an *Attest Client* regarding any employment opportunity, I acknowledge and agree that during my *Employment* and for five years thereafter I must first notify *Independence* and obtain prior written approval from *Independence*. I acknowledge and understand that it is the intent of the Employer to interpret and apply this provision (a) in an effort to ensure the full compliance of the *Deloitte Entities* with applicable U.S. and India laws, rules, and regulations; (b) to serve the public interest; and (c) to protect the legitimate interests of the *Deloitte Entities* or their respective *Attest Clients* under applicable U.S. or India laws, rules and regulations in a manner that is no greater than is reasonably necessary to protect such interests and without being unduly harsh and oppressive to me and my interests in future employment with an *Attest Client*. Further, I acknowledge and agree that because of, among other things, the importance of the *Deloitte Entities* remaining in compliance with applicable independence rules, such approval may be withheld by *Independence* in the event that my employment with an *Attest Client* would, in the view of Deloitte LLP, be inconsistent with applicable laws, rules and regulations or jeopardize the independence of a *Deloitte Entity* with respect to such *Attest Client*.

**15. Restrictions re: Personnel and Contractors.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or hiring or of any of its *Personnel* or contractors of the *Deloitte Entities*, or my participation in their hiring, admission or retention, would necessarily involve the unauthorized use or disclosure of *Confidential Information* or the proprietary relationships and goodwill of the *Deloitte Entities*. Accordingly, during my *Employment* and for one year thereafter, I will not, directly or indirectly, (a) solicit or attempt to solicit, or participate in the solicitation of or any attempt to solicit any *Personnel* to leave a *Deloitte Entity*, or to join any firm or business with which I may be or become affiliated; (b) participate in the hiring or admission of any *Personnel*; or (c) cause a contractor of a *Deloitte Entity* to cease providing services to, with, or on behalf of the *Deloitte Entity*.

**16. Post- Employment Restrictions re: Deloitte Property.** Upon termination of my *Employment*: (a) I will not use or disclose *Deloitte Property*, including, but not limited to, *Confidential Information* and *Works*, for any purpose; (b) I will not retain or take with me any *Deloitte Property*; (c) I will immediately deliver to a *Deloitte Entity* at any location that it designates, at my expense, within one business day after the termination of my *Employment* or on an alternate date designated by a *Deloitte*

*Entity*, any *Deloitte Property* that I may then or thereafter hold or control; and (d) I agree to allow a *Deloitte Entity* to inspect any of my personal or home computers, including smart phones, tablet computers, or any device, media or location capable of storing electronic data, to determine whether any *Deloitte Property* resides on such computers and to permit a *Deloitte Entity* to remove such *Deloitte Property*.

## OTHER POST- EMPLOYMENT OBLIGATIONS

**17. Transition of Work and Cooperation.** Upon termination of my *Employment* for any reason, I will cooperate with a *Deloitte Entity* in all matters relating to the completion of pending work and its orderly transfer. I will also cooperate fully with a *Deloitte Entity* in connection with any threat of or actual legal proceeding against a *Deloitte Entity* or any client, customer or licensor of a *Deloitte Entity* arising out of any matter with or of which I had contact or knowledge during my *Employment*.

**18. Notification of Post- Employment Obligations.** I agree that prior to accepting employment or affiliation with another firm or business I will advise such firm or business of my duties and obligations under this Employment Agreement. After my *Employment* ends, I agree that a *Deloitte Entity* shall be permitted to advise any firm or business with which I have accepted an offer of employment or affiliation concerning my duties and obligations under this Employment Agreement.

**19. Certification.** I agree that during or after my *Employment* I will, if requested, provide written certification in such form as the Employer may require that I have complied with my obligations hereunder, including, without limitation, those obligations set forth in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15 and 16 of this Agreement.

## OUR ENFORCEMENT RIGHTS AND REMEDIES IN THE EVENT OF A BREACH

**20. Equitable Relief and Attorney's Fees.** I acknowledge and agree that a breach of this Employment Agreement, including, but not limited to, a breach of my duties and obligations under the terms and conditions of Paragraphs 4, 5, 7, 8, 9, 10, 12, 14, 15 or 16 would cause irreparable harm to the *Deloitte Entities* and that, in addition to other remedies, the Employer on behalf of itself or another *Deloitte Entity* is entitled to a temporary restraining order, an injunction or other equitable relief to prevent any such breach. I also acknowledge that, to the extent permitted by law, a *Deloitte Entity* will be entitled to the payment of the *Deloitte Entities'* reasonable costs and attorney's fees incurred in enforcing this Employment Agreement. I also acknowledge that, to the extent permitted by law, the Employer may request that a court extend the one year period following the termination of my *Employment*, as provided in Paragraphs 12 and 15, to correspond with the period that I participated in activities prohibited by Paragraphs 12 and 15.

**21. Liquidated Damages: Client Fees.** I agree that in the event of a breach under Paragraph 12, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

**22. Liquidated Damages: Compensation.** I agree that the precise amount of damages flowing from a breach under Paragraph 15 would be impracticable or extremely difficult to ascertain in an actual amount. Therefore, I agree that in the event of a breach under Paragraph 15, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by or owed to any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

**23. Right of Inspection.** I agree to permit the Employer (or to use my best efforts to enable the Employer) to inspect my books and records (and the books and records of any entity which employs or is associated or affiliated with me), upon request and at reasonable times, to enable the Employer to confirm the calculations described above and to verify compliance with Paragraphs 12 and 15. The Employer shall keep confidential any proprietary information obtained, except as may be necessary or desirable to enable the Employer to enforce its rights under this Employment Agreement and except as may be required by any statute, court or administrative order to decree or government ruling or regulation.

**MISCELLANEOUS**

**24. Governing Law; Choice of Forum.** This Employment Agreement is deemed to have been executed in the Employer's office in **Hyderabad, Telangana, India** and will be construed and governed in accordance with the laws of the Republic of India without regard to its conflicts-of-law principles. You agree to submit to jurisdiction before any court of record in which the Employer's office to which you were assigned is located, or in which a breach of this Employment Agreement may occur, at the election of the Employer, and you waive any right to raise questions of personal jurisdiction or venue in any action the Employer may bring against you in any such court. You further agree to accept service of process/summons/legal notice from the Employer when that process/summons/legal notice is either sent to your last known address by certified mail or served by any other means permitted under the law of the jurisdiction in which the Employer may bring an action against you.

**25. Modifications.** My obligations hereunder may not be changed or modified, released, discharged, abandoned or terminated, in whole or in part, except by an instrument in writing signed by an *Authorized Signatory*.

**26. Severability.** Every provision of this Employment Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such term or provision will be enforced to the maximum extent permitted by law and, in any event, such illegality or invalidity shall not affect the validity of the remainder of the Employment Agreement.

**27. Blue-Penciling.** If any court determines that any provision of this Employment Agreement, or any part hereof, or the application of any such provision, or any part hereof, to any person or circumstance is unenforceable or void, such court shall have the power to modify such provision, or any part hereof, to the extent necessary to render it legal and enforceable while preserving its intent, or if such modification is not possible, by substituting therefore another provision that is legal and enforceable and that achieves the same objective.

**28. Waiver.** None of my obligations under this Employment Agreement shall be deemed to have been waived by the Employer except if the giving of such waiver is contained in a written notice given to me and no such waiver shall be deemed to be a waiver of any other or further obligation I have under this Employment Agreement.


**29. Entire Agreement.** This Employment Agreement, the Employer's employment application, the Terms and Conditions of Service issued pursuant to the offer of employment and any documentation employing me or transferring me to the Employer, contain the entire understanding between me and the Employer or any other *Deloitte Entity* with respect to the subject matter hereof and supersedes all prior representations, warranties, and agreements with respect to such subject matter, and no representations, warranties or other covenants exist with respect to such subject matter that are not contained or expressly referred to herein. Notwithstanding the foregoing, any written agreement between a *Deloitte Entity* and me with respect to the subject matter hereof that was signed by me prior to the effective date of this Employment Agreement shall remain valid and enforceable according to the terms of such agreement with respect to all acts and omissions occurring prior to the effective date of this Employment Agreement. In the event of a conflict between this Employment Agreement and the employment application or any other document purporting to set forth terms and conditions of my *Employment*, this Employment Agreement will control.

**30. Transfer and Assignment.** Unless as the Employer shall otherwise determine, the rights, obligations and benefits of the Employer under this Employment Agreement, including but not limited to those rights and benefits relating to my post-Employment obligations set forth in this Paragraph 30 and in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19 and 23 above, are transferred and assigned, in whole or in part (as the Employer shall determine) and without the need for my consent or the formality of documentation or prescribed processes, to (a) any *Deloitte Entity* in connection with my transfer to that *Deloitte Entity* or (b) any entity that acquires all or a part of the assets or business of the Employer. All provisions of this Employment Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, representatives, successors, and assigns of the Employer and me, and any *Deloitte Entity* to which I may be transferred during my *Employment*, provided, however, none of my duties or obligations under this Employment Agreement may be assigned or transferred by me to any other person or entity without the Employer's prior written approval of such assignment or transfer. Any purported assignments in violation of this Paragraph 30 shall be null and void.

**31. Headings.** The headings contained in this Employment Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Employment Agreement.

I have read the foregoing, understand it, and agree to comply with its terms.

**For Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
 6718FF75DA89400...

Pooja Madhani

**Talent**

**Authorized Signatory**

Effective as of , I accept all the terms and conditions of the Employer as stipulated in this Employment Agreement.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

**EXHIBIT A**

The definitions below apply to the italicized terms that appear in the Employment Agreement (including the exhibits):

**Attest Client** – attest client (or an affiliate of such client) of Deloitte & Touche LLP or a *Deloitte Entity*.

**Authorized Signatory** – a director, officer or other person who is authorized to sign on behalf of a *Deloitte Entity*.

**Confidential Information** – any information not generally known to the public, in any *Form*, that (1) relates to the operation of a *Deloitte Entity* or provides the *Deloitte Entities* with a competitive advantage, (2) consists of Personally Identifiable Information (*PII*) or other personal information about *Personnel*, client and other third party personnel, independent contractors, subcontractors, agents, vendors, suppliers or others which the Employer or another *Deloitte Entity* receives in the course of business, and (3) all other information entrusted to the Employer or another *Deloitte Entity* by clients and other third parties. *Confidential Information* includes, but is not limited to, *Intellectual Property*, supplier information, designs, business or marketing plans, forecasts and financial information, tax returns, tax identification numbers, agreements, client or prospective client lists, specific information about clients or prospective clients such as preferences for specific products and services, client or prospective client needs based on financial history and past purchases of services, client or prospective client development plans, specific rates charged to a client or offered to a prospective client and other business or client records. *Confidential Information* also includes, but is not limited to, debit or credit card information, employment applications, organization charts, performance ratings and other personnel records.

**Deloitte Entity** – the Employer, Deloitte LLP, and any corporation, company, partnership, limited liability company or other entity (a) that (i) is owned, directly or indirectly, in whole or in part, by Deloitte LLP (the “Deloitte U.S. Firms”), including but not limited to Deloitte LLP subsidiaries in India, the Deloitte Touche Tohmatsu verein, Deloitte Global Services Limited, Deloitte Global Services Holdings Limited, Deloitte Touche Tohmatsu Limited (“DTTL”) or any member firm of DTTL or affiliate thereof (collectively, the “DTTL Member Firms”) or (ii) controls, is controlled by or is under common control with any of the entities listed in clause (i); or (b) in which any *Personnel* participated on its behalf, or carried out any duties with respect to its affairs. For purposes of this Employment Agreement, the term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract, or otherwise.

**Deloitte Property** – *Confidential Information*, *Systems*, equipment, debit and credit cards issued in connection with my *Employment*, furniture, facilities and any and all other materials owned, licensed or leased by a *Deloitte Entity*, including, without limitation, computerized or electronic information and all copies thereof in any form or media, created by, furnished to, obtained by or prepared by me in the course of my employment in any capacity.

**Deloitte India (Offices of the US)** – The following companies shall be deemed to be the affiliates of each other and are collectively referred to as Deloitte India (Offices of the US): (i) Deloitte Consulting India Private Limited (ii) Deloitte Tax Services India Private Limited (iii) Deloitte Support Services India Private Limited (iv) Deloitte Financial Advisory Services India Private Limited and (v) Deloitte & Touche Assurance & Enterprise Risk Services India Private Limited.

**Electronic Communications** – all text, audio, video, images, information, data, files and attachments created, displayed, sent, received, posted, accessed or stored, whether deleted or not, by means of the *Systems*.

**Employment** – the nature of my relationship with the Employer or a *Deloitte Entity* pursuant to this Employment Agreement. Alternatively, and depending on context, *Employment* is the period of time during which this relationship persists.

**Form** – paper, computer disc, USB drive, website; any other tangible or electronic medium by which information may be stored or accessed; and human memory.

**Independence** – National Office (Independence) of Deloitte LLP.

**Intellectual Property** – works of authorship (including, without limitation, books, articles, data compilations, software and other copyrightable materials), materials, patents, inventions, designs, techniques, methodologies, processes, discoveries, know-how, ideas, trade secrets, moral rights, trademarks and other indicia of origin together with the goodwill therein, and all patent applications, copyright and trademark applications and registrations, and extensions and renewals thereof, throughout the world.

**Intellectual Property Rights** – all rights, title and interest in Intellectual Property.

**PCAOB** – the United States Public Company Accounting Oversight Board.

**Personal Creations** – *Intellectual Property* that meet all of the following criteria: (1) it is conceived, developed, and created by me on my own time without using *Deloitte Property* or *Personnel* (during work hours), facilities, *Confidential Information* or *Works* of a *Deloitte Entity*, (2) it is unrelated to the actual or reasonably anticipated business or research and development of a

*Deloitte Entity*, and (3) it does not result from any work performed by me and the *Personnel* (during work hours) for a *Deloitte Entity*.

**Personnel** – partners, principals, members, officers and employees of a *Deloitte Entity*.

**PII** – information (excluding business contact information such as an individual's name and one or more of the following: organization name, organizational title, organizational role, business address, business telephone number (including business cell phone number and business email address) relating to an identified or identifiable natural person. An identifiable natural person is a natural person who can be identified, directly or indirectly, by reference to an identification number or factors specific to his or her physical, physiological, mental, economic, cultural or social identity. Set forth below is a non-exclusive list of information that constitutes PII when such information relates to an identified or identifiable natural person:

- Account number (bank account, credit card, etc.)
- Address
- Biometric identifier
- Certificate or license number
- Date of birth
- Government identifiers (such as PAN)
- Name\*
- Personnel Number
- Photograph or video identifiable to an individual
- Vehicle identifier or serial number
- Other information related to an individual that may directly or indirectly identify that individual (e.g., salary, performance rating, purchase history, call history, etc.)

\* Note: When an individual's name is used with PII that is not business contact information, it is included in the definition of PII.

**Pre-existing Agreements or Arrangements** – agreements or arrangements that (1) relate to any *Pre-existing Creations*; or (2) may affect my ability to comply with the requirements of this Employment Agreement, including all contractual and other restrictions or obligations with other parties, including any post-employment restrictions and required notifications to the extent applicable under 18 United States Code §207, CFR 3.104-4, and India laws, rules and regulations that may or will impose limitations on my professional activities during my *Employment* (such as any non-compete agreements with prior employers and the one-year ban on lobbying contacts).

**Pre-existing Creations** – any *Intellectual Property* and *Intellectual Property Rights* that were developed or created by me, alone or with others, or otherwise acquired by me, before the period of my employment in any capacity with the Employer, in which I claim any ownership or right.

**Proceedings** – past or pending (1) actual or threatened claims or complaints of, or arising out of service to, present or former clients, (2) regulatory, self-regulatory, disciplinary, administrative, civil or criminal investigations, inquiries, charges, complaints, actions, sanctions, alternative dispute resolution proceedings, other proceedings or matters (other than criminal proceedings which relate solely to the operation of a motor vehicle) of any kind or nature, in India or any other jurisdiction, against me, including criminal proceedings arising out of my provision of professional services, proceedings brought by a professional association, or proceedings involving the Securities and Exchange Board of India, United States Securities and Exchange Commission or the PCAOB, other professional bodies like the Institute of Chartered Accountants of India or (3) matters of any kind or nature which could adversely affect my association with the Employer or my ability to perform my duties or responsibilities to the Employer, whether set forth in this Employment Agreement or otherwise, or my registration with or licensure by any governmental, quasi-governmental, or other regulatory agency, body or entity, in or outside the United States or India.

**Systems** – the communications systems or any part of such systems that a *Deloitte Entity* owns, licenses or operates and approves for use, including, but not limited to, e-mail, text messaging, Lotus Notes, Deloitte Online (eRoom), instant messaging, local area network, wide area network, Intranet (e.g., DeloitteNet, D Street), Internet, extranet, collaborative tools (e.g., blogs, wikis, etc.), laptop and desktop computers, servers, air cards, Personal Digital Assistants, cell phones, telephones and voicemail.

**Works** – all *Intellectual Property*, in any *Form*, created by me, alone or with others, during the period of my *Employment* that (1) is created within the scope of my *Employment*; (2) relates in any manner to the actual or anticipated business, research, or development of a *Deloitte Entity*; (3) results from any work assigned to or performed by me, alone or with others, for the Employer; or (4) is created with the use of *Deloitte Property*.



**EXHIBIT B****Pre-existing Creations; Pre-existing Agreements or Arrangements**

I understand and agree that the Employer makes no attempt to verify my claim of ownership to any of the *Pre-existing Creations* listed, and makes no admission that any *Pre-existing Creations* listed are owned by me.

[If yes, please enter details below]

Yes, I do have *Pre-existing Creations*, *Pre-existing Agreements or Arrangements*

No, I do not have *Pre-existing Creations*, *Pre-existing Agreements or Arrangements*

<b><u>Title</u></b>	<b><u>Date</u></b>	<b><u>Brief Description</u></b>
---------------------	--------------------	---------------------------------

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Print)

ACCEPTED AND AGREED TO:

**Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
6718FF75DA89400...

Pooja Madnani

**Talent**

Its: *Authorized Signatory*

\_\_\_\_\_  
Date

An *Authorized Signatory's* signature is required only if *Pre-existing Creations* or *Pre-existing Agreements* or *Arrangements* are listed pursuant to Paragraphs 2 and 11 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment made in light of Paragraph 2 that *Pre-existing Creations*, if any, are described and explained in sufficient detail so that the likelihood of confusion between the employee's *Pre-existing Creations* and the *Intellectual Property* of a *Deloitte Entity* can be avoided or minimized in the future and further indicates that the *Pre-existing Agreements* or *Arrangements* have been obtained and reviewed and that the *Authorized Signatory* is satisfied that such *Pre-existing Agreements* or *Arrangements* will not interfere with the employee's ability to comply with the requirements of this Employment Agreement.

**EXHIBIT C**

**Proceedings**

[none, unless otherwise specified]

Yes, I do have *Proceedings* to report

No, I do not have *Proceedings* to report

My signature below certifies that to the best of my knowledge, the information I have provided above, pursuant to Paragraph 3, is complete and accurate.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

**EXHIBIT D**

**Exceptions to Post-Employment Restrictions: re: Clients**

[none, unless otherwise specified]

As specified in Paragraph 13, I agree that after a period of three (3) years from my start date or the date of my employment, as the case may be, the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on Exhibit D to support the application of the obligations of Paragraph 12 to those clients.

Yes, I do have  
Post-Employment Restrictions  
re: Clients

No, I do not have  
Post-Employment Restrictions  
re: Clients

<u>Name of Client</u>	<u>Specified Kind of Services(s) Permitted</u>
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ACCEPTED AND AGREED TO:

**Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
6718FF75DA89400...

Pooja Madnani

**Talent**

Its:     Authorized Signatory	_____
	Date

I have read and understood the above policy terms.

_____	_____	_____
Signature	Name	Date

A n *Authorized Signatory's* signature is required only if information is provided pursuant to Paragraph 13 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment that criteria in Paragraph 13 have been fully satisfied, the clients listed have been properly identified, and the kinds of services permitted have been described with sufficient specificity.

## Terms and Conditions of Service

In continuation to our offer of employment with **Deloitte Tax Services India Private Limited** (the "Employer"), please note the terms and conditions of service.

The italicized terms in these Terms and Conditions of Service are defined in **Exhibit A** of the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement hereto.

### Terms of Service

#### 1. COMPLIANCE WITH INDEPENDENCE, ETHICS AND OTHER REQUIREMENTS

Deloitte & Touche LLP performs attest services for certain of its clients and is subject to the independence requirements of, among others, the United States Securities and Exchange Commission (SEC), the United States Public Company Accounting Oversight Board (PCAOB), and the American Institute of Certified Public Accountants (AICPA). These requirements mandate that certain of the Employer's employees and their relatives be independent of some or all of such attest clients and their affiliates in accordance with the policies of Deloitte LLP and its subsidiaries (the "Deloitte US Entities").

Upon joining the Employer, you will be asked to review a listing of the attest clients and the affiliates of such clients of certain of the Deloitte US Entities and disclose relationships or financial holdings that you or your relatives may have that could affect the independence of the Deloitte US Entities. Any relationships or holdings that conflict with, among other things, the requirements of the SEC, the PCAOB or the AICPA or the independence or ethics policies of the Deloitte US Entities will need to be resolved immediately. Further, you will be required to comply with these policies throughout your career with the Employer, including, when applicable, maintaining a current list of certain of your financial interests (but not their value) in the independence tracking system.

As a condition to your joining the Employer and continued employment, you are required to complete a representation regarding your understanding of, and compliance with, independence and other matters, on a periodical basis (as requested beginning on or prior to the date of you joining the Employer, annually thereafter, and upon certain changes in your role in the Employer), the details of which are provided in the independence representation. An example copy of this representation form is available for your reference on [www.deloittenet.com](http://www.deloittenet.com). The representation should be made to the best of your knowledge and ability. It is your responsibility to consult on any matter should you be uncertain or have a question. You are also requested to refer to [www.deloittenet.com](http://www.deloittenet.com) and *Independence* for more information in this respect. The representations made by you will be subject to an audit and may be reviewed by Deloitte LLP representatives and shared with certain third parties. If you are selected for such an audit, you will need to submit certain personal financial records to Deloitte LLP's internal audit team. Please be assured that Deloitte LLP fully intends to keep all information obtained through the audit process confidential and secure. You hereby give your consent to Deloitte LLP to use the information provided by you for such purposes as provided in the policies regarding independence and ethics.

In the event you (i) do not cooperate or comply with the independence requirements, or (ii) do not complete the necessary representations, or (iii) make inaccurate representation(s); you may be subject to disciplinary action including and up to termination of employment with the Employer.

Please feel free to contact or consult *Independence* should you require any further information or if you have any specific concerns in this respect.

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#### 2. NON DISCLOSURE, NON SOLICIT AND INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AGREEMENT ("Employment Agreement")

You will be expected to sign the Employer's Employment Agreement. Please contact Talent for further details.

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#### 3. HARRASSMENT POLICY

**Administrative Policy Release ("APR") 213** is the Employer's policy prohibiting harassment. Deloitte LLP's subsidiaries located in India ("Deloitte India (Offices of the US)") are committed to providing a working environment that is free from harassment based on caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis, in accordance with applicable Indian central, state or local law. Expressly forbidden are unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Depending on the circumstances, such harassment may also include conduct such as stereotyped or demeaning remarks or gestures or the display or circulation, whether in writing or electronically, of materials or pictures offensive to persons because of their caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis in accordance with applicable Indian central, state or local law. The full policy will be accessible to you on DeloitteNet after joining Deloitte U.S. India.

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#### 4. WORKING HOURS, HOLIDAYS, LEAVES AND MATERNITY BENEFITS

You will be provided with your standard working hours, which may vary over the course of your career. The Employer may, from time to time, subject to applicable laws, require the employee to work beyond these hours.

You shall be entitled to paid holidays and leave as per the Employer's policies.

Women employees are eligible for maternity benefits as per the recent amendments (2017) in the maternity benefit act, 1961, including having 26 weeks of maternity leave with pay, as applicable.

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#### 5. RETIREMENT AGE

The age of retirement for employees of Deloitte India (Offices of the US) is 60 years. Your employment will therefore automatically terminate at the end of the month in which you attain 60 years.

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#### 6. TRANSFERS

You may be transferred, assigned, or asked to attend training at the offices of a Deloitte Entity or its clients or third parties in India or abroad with or without additional compensation. In such an event, you will also be governed by the terms and conditions of service applicable to the transfer, assignment, or training.

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#### 7. NOTICE PERIOD FOR TERMINATION OF SERVICES

The notice period for termination of your services is **60 Days** by either side and/or salary in lieu of notice period on part of the Employer only.

The Employer expects all employees to maintain the highest standards of professional conduct at all times.

In order to assure orderly operations and provide the best possible work environment, the Employer expects you to follow rules of conduct that will protect the interests and safety of all personnel, including but not limited to the Code of Ethics and Professional Conduct.

In the event of any breach of the Code of Ethics and Professional Conduct, non-performance of a contractual obligation or the terms and conditions laid down in this Annexure, or if you engage in any misconduct whether or not in connection with or affecting the business or affairs of the Employer or the work conduct, as specified by Employer, you will be subject to disciplinary action up to and including termination of your services/ employment with the Employer without any notice or payment in lieu of notice notwithstanding any other terms and conditions stipulated herein.

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#### 8. MISCONDUCT

Misconduct may include but is not limited to:

- Irregular attendance: repeated or excessive absence, tardiness or early departures/ late comings without approval.
- Unreported or unapproved absence (including overstay of leave) for more than five consecutive days or deviation from assigned and accepted schedule for more than five days.
- Falsification or manipulation in background verification process or employment records, employment information, or other records prior to or after joining the Employer.
- Falsification or manipulation of Deloitte Time & Expense (DTE).
- Knowingly providing false statements, either verbally or in written form.
- Neglect of normal duties and functions.
- Practices such as reading personal materials during working time, having obscene or inappropriate posters or screen savers at your work station, playing games at your work station, etc.
- Continued discharge of work functions that do not meet the standards reasonably expected.
- Breach of the confidentiality provision in the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement including disclosing to any unauthorized person any *Confidential Information* or *PII*.
- Willful insubordination or disobedience, whether or not in combination with another, of any lawful and reasonable instructions of any member of management or any authorised person.
- Engaging in unapproved outside employment and activities as defined in APR 218 (US & IND)

([https://deloitte.net.deloitte.com/About/Policies/Admin/Pages/218\\_OutsideEmploymentActivities\\_US.aspx](https://deloitte.net.deloitte.com/About/Policies/Admin/Pages/218_OutsideEmploymentActivities_US.aspx)).

- Installing, downloading, copying or duplicating any unauthorized or unlicensed software, programs, games, or attachments on any computer system of the Employer or of any *Deloitte Entity* or its clients.
- Engaging in any illegal activities.
- Workplace violence, including threats of physical violence.
- Corporate credit card delinquencies.
- Causing damage to the property of the Employer, any *Deloitte Entity*, its clients, or their respective personnel
- Going on or abetting a strike in contravention of any law.
- Theft of any property belonging to another, the Employer or any *Deloitte Entity*, or their respective personnel, clients, or visitors
- Possession of firearms, explosives, knives or any instruments that can be used as an injurious or deadly weapon in the workplace or at any *Deloitte Entity* sponsored event.
- Corruption, fraud, or misappropriation of funds.
- Failure to comply with the policies, guidelines, rules and regulations of the Employer or a *Deloitte Entity* as applicable.
- Excessive personal use of the Employer's telephone, fax or computer systems.
- Failure to adhere to applicable laws.
- Any act prejudicial to or in conflict with the interests of the Employer or a *Deloitte Entity*.

The above terms and conditions are based on, and should be read in conjunction with, the Employer's policies, guidelines, procedures and other rules currently applicable, including but not limited to Administrative Policy Releases (APRs) and Deloitte India (Offices of the US)'s other policies, guidelines, rules, and regulations. The above rules are subject to amendments from time to time and the amended rules, policies, procedures, and guidelines would be posted on the Employer's Intranet site i.e. <https://deloitte.net.deloitte.com/Pages/Home.aspx> for employee reference. The policies will be updated from time to time in the future and we deem to have your consent to any and all such changes. Furthermore, upon acceptance of employment with the Employer, you may be requested to read and acknowledge acceptance of various policies and guidelines of the Employer. It is expected that you will read and acknowledge all such communications.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name



### Training Agreement

On behalf of **Deloitte Tax Services India Private Limited**, please accept our congratulations on your recent offer of employment to join the Company as **Tax Consultant I** pursuant to the terms and conditions of your offer letter dated **August 26, 2024**. You made a very favorable impression with everyone you met and we are excited about the possibility of you joining the Company.

As you may be aware, as a condition of employment with the Company, you may be required to travel Overseas to attend a series of training sessions for a period of up to 90 days. This training will be a combination of classroom procedural training as well as on-site training to observe employees conducting similar work at various client locations. This training represents the confidence we have in your ability to be a valuable member of the practice of the Company.

As per Company policy, we kindly bring to your attention that all employees attending training overseas are required to sign a Training Agreement which will obligate the employee to repay a calculated amount of the costs associated with the training, only if the employee resigns his/her position or are terminated for cause within a specified period after completion of the training (usually between 6 to 18 months). This repayment obligation disappears after the specified period of time has lapsed. We all look forward to seeing you again soon and having you join our team of outstanding professionals.

Sincerely,

For **Deloitte Tax Services India Private Limited**

DocuSigned by:

*Pooja Madhani*

6718FF75DA89400...

By:

Signature

**Authorized Signatory**

**Deloitte Tax Services India Private Limited****Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District, CIRCLE 3, Hyderabad - 500032, Telangana, India****Tel: +91 040 67621000**  
**www.deloitte.com****Subject: Offer of Employment****Dear FURQAN SHARIFF**

On behalf of **Deloitte Tax Services India Private Limited** (the "Employer" or "Company"), I am pleased to confirm our offer of employment to you as **Tax Consultant I** based in **Hyderabad**.

We extend this offer, and the opportunity it represents, with great confidence in your abilities. You have made a very favorable impression with everyone you met and we are excited with the prospect of you joining our organization on **OCT 12, 2022**.

Your immediate manager will communicate details of your role and work responsibilities in the initial weeks of your joining the Employer. During your employment, the Company may require you to work on any project that you are assigned to, on any technical platforms/skills and nature of the project, in differentiated work timing, at designated work space and location as may be decided by the company.

As part of your annual compensation, you will receive a Total Salary of **382500** and, will be eligible for a performance linked variable bonus. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount could vary depending upon the business and individual performance each fiscal year and, in some situations, could exceed the payout range indicated. Any amounts paid will be subject to statutory and other deductions as per Employer policies and practices. The details of your compensation breakdown are provided in the attached Annexure A.

As an incentive to join the Company, you are eligible to receive a joining bonus of **Rs./₹ 100,000/-** subject to your reporting for full-time employment on **OCT 12, 2022**.

. This amount will attract applicable taxes and will be processed as part of your first month's payroll. You will have an obligation to repay the entire amount of your joining bonus if you resign your position or are terminated for cause by the Company within **12 months** of your start date.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

Your employment with us will be governed by the Terms and Conditions as detailed in **Annexure B**, as well as any and all rules, regulations, guidelines, policies and practices of the Employer, which may be amended from time to time. Deloitte LLP and its U.S.-based subsidiaries (the "Deloitte U.S. Firms") requires their employees to make the necessary representations regarding independence and other matters. Because the Employer is an Indian subsidiary of Deloitte LLP, we must also comply with these independence requirements. Accordingly, this offer is conditional upon you agreeing to make such representations under the Employer's Independence Representations requirements, as further explained in **Annexure B**.

Your compensation details are confidential, and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization. We would like you to join the Employer on, or an alternative mutually agreed upon date.

This offer letter, together with the Annexures described herein, and the Non-Disclosure, Non Solicit and Intellectual Property Rights Assignment Agreement, the Information Security Policy (which you are required to sign upon joining), constitute the entire agreement between the parties with respect to the subject matter of this offer, and supersedes all other previous or contemporaneous oral or written representations, understandings or agreements relating to the subject matter of this offer between you and the Employer or its affiliates.



In compliance with applicable laws, Deloitte India (Offices of the US) provides its professionals with home pick-up and drop transport services within **pre-defined** boundary if their shift timings are between 8:30 p.m. - 6:00 a.m. in Hyderabad, 9:00 p.m. - 6:00 a.m. in Mumbai, Pune; 7:00 p.m. - 6:00 a.m. in Gurugram, 8:00 p.m. - 6:00 a.m. in Bengaluru, Chennai, and Kolkata.

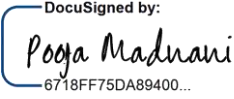
This letter and **Deloitte Tax Services India Private Limited** employment application are intended to be final. To accept the offer and the terms of this letter, please sign below in the space provided within three business days.

everyone you have interviewed with joins me in extending to you congratulations and warm regards. We look forward to you joining our team.

Sincerely,

**For Deloitte Tax Services India Private Limited**

Best regards,

By:   
Signature

**Authorized Signatory**

**Acceptance**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Annexure A****Tax Consultant I -**

<b>Description</b>	<b>Monthly</b> (Rs. per month)	<b>Annual</b> (Rs. per Annum)
Basic Pay	<b>17,500</b>	<b>210,000</b>
House Rent Allowance (HRA)	<b>8,750</b>	<b>105,000</b>
Special Allowance <sup>1a &amp; 1b</sup>	<b>11,867</b>	<b>142,404</b>
Leave Travel Allowance <sup>2</sup>	<b>1,750</b>	<b>21,000</b>
Differential Allowance	<b>5,833</b>	<b>69,996</b>
Meal Card <sup>3</sup>	<b>2,200</b>	<b>26,400</b>
Employer's contribution to PF	<b>2,100</b>	<b>25,200</b>
<b>Total Salary (in Rs.)</b>	<b>50,000</b>	<b>600,000</b>
Variable Bonus*	You are eligible for a performance linked variable bonus. It will be paid out at the end of the fiscal year, as applicable and on the basis of your individual performance and performance of the business	
Medical Insurance Premium <sup>4</sup>	<b>3,014</b>	<b>36,167</b>

\*The Variable Bonus will vary, primarily based on your individual performance and the performance of the business, during the Employer's fiscal year which is June through May. Your performance will be formally assessed as a part of the Employer Performance Review Cycle Process. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount will vary depending upon the business and individual performance and in some circumstances, could exceed the payout range indicated. The performance of all the employees who have joined the Employer prior to March 1st will be assessed for the fiscal year ending in May. The disbursement of a Variable Bonus, if applicable, is subject to you being active on the rolls of the Employer, during the Annual Incentive Program payout cycle for the fiscal year. For employees joining during the period March 1st to May 30th, a prorated Variable Bonus, if applicable, will be based on the first year-end review ratings in the subsequent year and paid during the Annual Incentive Program payout cycle of that year. The Variable Bonus will not be paid in the event of termination of employment for any reason on or before the disbursement time. The application and interpretation of, and any determinations related to, the Variable Bonus is at the sole discretion of Employer. Employer may amend or terminate the Variable Bonus at any time. All compensation and benefits are based on employee's position with the Employer in India.

Contd/-....

Annexure A

<sup>1</sup>All employees may claim tax exemption, subject to tax rules from time to time, from their Special Allowance component, expenses incurred towards communication and Driver / Fuel & Maintenance Expenses as per eligibility mentioned below:

**Employee Level -  
Tax Consultant I**

<sup>1a</sup>Communication Expenses

<sup>1b</sup>Fuel Expenses

Only one Post paid mobile, one Land Phone  
and One internet connection bill(s) can be  
claimed.

Petrol / Driver / Insurance / Repairs &  
Maintenance

**Rs./₹ 3,000/-** per month

**Rs./₹ 7,500/-** per month

<sup>1a</sup> The internet/telephone/mobile bills should be in the Employee's name.

<sup>1b</sup> For claiming vehicle running expenses (Driver / Fuel / Repairs & Maintenance expenses) the vehicle has to be in the name of the Employee and the current tax rules are as under. The above limits will be applicable for all those who are on company car lease program and the below limits will apply for all those who are on self-owned car. In case of company leased car, taxability would be as per the current perquisite valuation rules.

Nature of Expenses	Own Vehicle –Maximum Tax exemption limit per month		
	4 Wheelers (Engine Capacity)		
	<= 1600 cc	> 1600 cc	Two Wheelers
Fuel & Maintenance	Rs. 1,800	Rs. 2,400	Rs. 900
Driver's Salary	Rs. 900	Rs. 900	Not applicable

All employees at and above **Senior Staff** are eligible for the company car lease program. If you choose to avail of this benefit, the amount towards lease rental will be paid by the firm on your behalf to the leasing company and your compensation structure will be adjusted accordingly. A revised letter with the new compensation structure will be issued that will supersede this letter for all practical purposes.

<sup>2</sup> The Leave Travel Allowance (LTA) will be paid on a monthly basis as an allowance with tax deducted at source. If you choose to avail the tax benefit on LTA, you should submit proof of expenses incurred by you for Self and / your immediate dependents. The taxability or otherwise of LTA will be as per the Income Tax Act 1961, details of which will form part of the LTA Form.

<sup>3</sup> Meal Card amount will be credited at the start of each month and for the first month (For New Hires) prorated amount will be processed as part of payroll. If not collected, it will be processed as a taxable amount with the salary.

<sup>4</sup> Annual Floating Medical Insurance Coverage for self and **6 dependents** is being paid by the Employer on your behalf. The premium amount is subject to change every year post renewal of insurance policy. In case you opt for an enhancement of the coverage limit, the additional premium will be adjusted accordingly from the special allowance.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

You may also be eligible to either a One-time Stipend or a temporary lodging basis joining the registered office location, you will receive a survey from Deloitte prior to your joining.

You may select the best option for availing the relocation assistance. If an employee who has availed this reimbursement decides to quit within 18 months from the date of relocation claim for whatever reason, the relocation reimbursement paid to the employee will be recovered in full, from the employee's full and final settlement.

By joining the Company, you will become a member under the 'Deloitte USI Employees Welfare Trust' and may be required to make a nominal contribution as a member.

Original bills towards the above components should be submitted during the Income Tax fiscal period evidencing the expenditure to get Income Tax exemption, failing which the same will attract applicable Income Tax.

Submission of false, tampered or altered bills as proof of expense for any of the above components will result in disciplinary action including termination of employment.

**Your compensation above is subject to income tax deduction per rules and guidelines prescribed under the prevailing tax laws. This may change from time to time in line with the amendments done in tax laws.**



## Annexure B

### **Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement ("Employment Agreement")**

In consideration of my employment by **Deloitte Tax Services India Private Limited**, an Employer incorporated under the provisions of the Companies Act, 1956 and having its registered office **Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District, CIRCLE 3, Hyderabad - 500032, Telangana, India** (the "Employer") as **Tax Consultant I** - and other valuable consideration, I acknowledge and agree that:

#### **PRELIMINARY MATTERS**

**1. Defined Terms.** The italicized terms in this agreement (the "Employment Agreement") are defined in **Exhibit A** hereto.

**2. Pre-existing Agreements or Arrangements.** I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Agreements or Arrangements*. The Employer expects me to abide by all restrictions or obligations that are contained in such Pre-existing Agreements or Arrangements and to avoid involvement, while employed by the Employer, in any matter that could pose a conflict as a result of confidential information or intellectual property obtained by me prior to my *Employment*. I further represent that none of these restrictions or obligations, including those set forth in any non-compete agreements with prior employers, is inconsistent with my acceptance of the Employer's offer of *Employment* or my becoming, and serving as, **Tax Consultant I** of the Employer. To the extent applicable and if I am joining the Employer after having served as an employee or official of the United States Government, I further represent that: (1) I have disclosed my prior participation, if any, in any discussions or negotiations with, or decisions to award contracts to, the Deloitte U.S. Firms while I was employed by the United States Government; and (2) I had either recused myself or had not played an active role in the applicable United States Government agency's decision to award any contracts to the Deloitte U.S. Firms while I was employed by the United States Government.

#### **PROTECTION OF OUR BUSINESS**

**3. Reporting of Proceedings.** Except as provided by law and except as I have disclosed in writing on **Exhibit C** to this Agreement, I represent and warrant that I have no *Proceedings* to report. Should I become a subject of any *Proceedings* during my association with the Employer, I agree to immediately report, in writing, all relevant facts to the Chief Talent Officer of Deloitte LLP, the Regional Talent Director of the Employer, and the Chief Ethics and Compliance Officer of Deloitte LLP. I understand that my responses are subject to audit and review by the Employer and others in accordance with applicable professional, ethical, legal, or Employer requirements, rules, regulations, policies, or practices, or other requests.

**4. Confidentiality.** I acknowledge that, by virtue of my *Employment*, I will acquire and be exposed to, have access to, make use of and/or create *Confidential Information*. Therefore, I agree to hold in trust and confidence all such *Confidential Information*. I will neither disclose any such *Confidential Information* to anyone outside a *Deloitte Entity* without the prior written approval of an *Authorized Signatory*, except as required by my authorized duties for the Employer, nor use any such *Confidential Information* for any purpose other than for the benefit of a *Deloitte Entity*.

**5. Third Party Information and Property.** I agree that during my *Employment*, I shall not use or disclose any confidential information or intellectual property of any former employer or other person or entity without the prior written authorization of such employer, person or entity and the prior written consent of an *Authorized Signatory*. If I were to use or disclose any such Confidential Information or Intellectual Property without prior consent, and any of the *Deloitte Entities* become the subject of any claim from a third party regarding such unauthorized use or disclosure, I agree to hold harmless and indemnify the *Deloitte Entities* for any legal defense costs and/or damages related to any such claim.

**6. Authorization.** Only employees of the Employer holding a senior or managerial position with the Employer will be authorized by a specific authorization, delegation, or power of attorney to sign legal documents, representing the Employer. Similarly, only such authorized employees of the Employer may speak about the Employer, the business and plans, various client-related projects etc.

**7. Competing Activities and Conflict of Interest.** During the period of my *Employment* I will not, directly or indirectly, participate in or in any way render services or assistance to any business that is or may be competitive with a *Deloitte Entity*, whether or not for compensation, or engage in any conduct which might result in, or create the appearance of using my position for private gain or other than for the benefit of a *Deloitte Entity*, or otherwise create a conflict, or the appearance of a conflict, of interest with a *Deloitte Entity*. Such conduct shall include, but not be limited to, having an undisclosed financial interest in any vendor or supplier of a *Deloitte Entity*, accepting payments of any kind or gifts other than of a nominal value from vendors, clients or suppliers, or having an undisclosed relationship with a family member or other individual who is employed or

associated with any entity in active or potential competition with a *Deloitte Entity*, and which creates a conflict of interest. I represent and warrant that I am not currently aware of any present or past violation of this provision.

**8. Authorization to Access Systems and Electronic Communications and use of Deloitte Property.** I understand that while employed with a *Deloitte Entity*, I will use and have access to the Systems. I also acknowledge that a *Deloitte Entity* has the right at any time to access, retrieve, delete, monitor, examine, use and/or disclose my Electronic Communications and information from (or about) me and the content, without notice to me, and that such *Electronic Communications* are considered part of a *Deloitte Entity's* business and client records and are not to be considered private or personal to me or any other *Personnel*. I further acknowledge that this right extends to *Electronic Communications* transmitted for either a business or personal purpose.

I agree that I am authorized to access the *Systems* only for approved business purposes and occasional personal use if such use does not interfere with my work responsibilities and other required business activities, business operations, or *Systems* performance. However, I also acknowledge that such occasional personal use does not create an expectation of privacy as to any of my personal *Electronic Communications* and, as such, are *Deloitte Property*.

I further acknowledge that I am not authorized to use the *Systems* for personal gain or any illegal or unethical use. I agree that under no circumstances am I authorized to access any of the *Systems* for the purpose of obtaining *Deloitte Property* for a competitor of a *Deloitte Entity*, transmitting *Deloitte Property* to me (e.g., emailing *Confidential Information* to my personal email address) or to a third party for purposes other than furthering the business objectives of a *Deloitte Entity*. I am not authorized to download a *Deloitte Entity's Confidential Information* or other *Deloitte Property* to removable media such as a CD Rom, disk or thumb drive other than as authorized for furthering the business objectives of a *Deloitte Entity*.

I will be responsible for the safe keeping and return in good condition and order of all the *Deloitte Property* that may be in my use, custody, care or charge. For the loss of any *Deloitte Property* in my possession or custody or for which I have been assigned responsibility, the Employer will have a right to assess on its own basis and recover from me, the damages in respect of such materials (out of the amounts due to me or otherwise) and to take such other legal action as it deems appropriate including termination of my employment without notice or payment in lieu thereof in the event of my failure to account for such material or property to its satisfaction.

**9. Security.** I am provided with a worktable and lockable storage space. I will ensure they are locked when unattended and understand that a duplicate key will only be provided if I sign for it. I am required to display my identity card to the appropriate security personnel on demand and at all times within the office premises.

**10. Ownership of Works.**

a. I agree that the Employer owns all rights, title and interest in and to all *Works*.

b. I agree that all *Works* are deemed works made for hire under India copyright or applicable laws or equivalent laws of any applicable foreign jurisdiction, and all *Intellectual Property Rights* therein vest automatically in the Employer upon creation of the *Works*. I agree that, to the extent any *Work* is held not to be a work made for hire, I hereby irrevocably assign all *Intellectual Property Rights* in the *Work* to the Employer. Notwithstanding anything contained in Section 19(4) of the Indian Copyright Act, 1957, I agree that such assignment shall continue to be in force for perpetuity irrespective of whether or not the Employer exercises its rights as the assignee for any period of time.

c. I will at all times, even after termination of my *Employment*, do whatever the Employer reasonably requests of me, at the Employer's expense, to document the assignment of any *Works* to the Employer or to assist the Employer in pursuing, renewing, extending or assigning any *Intellectual Property Rights*, and otherwise perfecting, protecting and enforcing said *Intellectual Property Rights* in, any *Works*. I agree that, as between me and the Employer, the Employer shall be the sole author, inventor, and owner of all such *Works* and *Intellectual Property Rights* therein throughout the world, and that the Employer shall have the sole right to seek copyright registrations, patents or trademark registrations, including all extensions and renewals thereof. I also hereby agree that I waive all moral rights in any *Works*.

I also agree to assign all my right, title and interest in and to any particular *Works* to a third party as directed by the Employer.

In the event the Employer is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraphs, I hereby irrevocably designate and appoint the Employer and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and in my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraphs with the same legal force and effect as if executed by me. I hereby waive any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any *Works* assigned hereunder to the Employer.

d. During a 12 month period after termination of my *Employment*, I agree that any *Intellectual Property* I create or conceive that results from and is related to any work assigned to or performed by me for the Employer, or that was created using *Deloitte Property*, is a *Work* that is subject to Paragraph 10 (b) above. For purposes of clarification, the foregoing provision is in addition to, and not in limitation of, any rights and remedies the Employer may have under the applicable laws protecting *Intellectual*

*Property of the Deloitte Entities.*

e. I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Employer) of all *Works* developed by me during the period of my employment with the Employer, which records shall be available to and remain the sole property of the Employer at all times.

**11. Pre-existing Creations; Personal Creations.** My obligations in Paragraph 10 do not apply to *Pre-existing Creations* and *Personal Creations*. I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Creations*. I acknowledge and agree that I will not assert any ownership rights against the *Deloitte Entities*, or their respective clients, with respect to any *Pre-existing Creations* unless they appear on **Exhibit B**, and **Exhibit B** has been accepted and agreed to by an *Authorized Signatory* who has signed at the bottom of such **Exhibit B**. I further agree that I shall not use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment* without the prior written consent of an *Authorized Signatory*. To the extent that I use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment*, I agree that, except as otherwise provided in a written agreement executed by me and the Employer, I hereby grant to the Employer an irrevocable, royalty free, perpetual, fully paid up, transferable, sub-licensable license to use, reproduce, distribute, display, perform, modify and create derivative works of and otherwise exploit such *Pre-existing Creations* or *Personal Creations* for any purpose including, but not limited to, client engagements.

**12. Post- Employment Restrictions re: Clients.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or serving of certain clients related to my work for a *Deloitte Entity* would necessarily involve the unauthorized use or disclosure of *Confidential Information*, and the proprietary relationships and goodwill of the *Deloitte Entities*, and, in the case of my serving of certain clients, could compromise the full compliance of the Employer or another *Deloitte Entity* with the applicable laws, rules and regulations of a U.S. or India regulatory body or other independence-related requirement of a regulatory body. Accordingly, during the period of my *Employment* and for a period of one year thereafter, I will not, directly or indirectly, solicit or provide services to any existing client of a *Deloitte Entity* with which I had personal contact and provided services during the two-year period prior to termination of my *Employment*.

**13. Exceptions to Post- Employment Restrictions re: Clients.** I understand that the obligations of Paragraph 12 will not apply for a period of three (3) years after my start date or the date of my promotion or transfer to clients of a *Deloitte Entity* and/or certain specified kinds of services rendered to such clients that meet all of the following criteria: (a) are personal clients of mine who came to a *Deloitte Entity* solely to avail themselves of certain specified kinds of services rendered by me and only as a result of my own independent recruitment efforts, which a *Deloitte Entity* neither subsidized nor otherwise financially supported as part of a program of client development, (b) are listed on **Exhibit D** expressly by name with respect to client and with sufficient specificity with respect to the kinds of service(s) that I will be permitted to render, and (c) are accepted and agreed to as to their listing on **Exhibit D** by an *Authorized Signatory* who has signed at the bottom of such Exhibit. I agree that after a period of three (3) years from my start date or the date of my promotion or transfer the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on **Exhibit D** to support the application of the obligations of Paragraph 12 to those clients.

**14. Future Employment with Clients.** Except as otherwise provided herein, I understand that I am not prohibited from accepting employment with a client (or an affiliate of such client) of a *Deloitte Entity*. Before entering into substantive discussions with an *Attest Client* regarding any employment opportunity, I acknowledge and agree that during my *Employment* and for five years thereafter I must first notify *Independence* and obtain prior written approval from *Independence*. I acknowledge and understand that it is the intent of the Employer to interpret and apply this provision (a) in an effort to ensure the full compliance of the *Deloitte Entities* with applicable U.S. and India laws, rules, and regulations; (b) to serve the public interest; and (c) to protect the legitimate interests of the *Deloitte Entities* or their respective *Attest Clients* under applicable U.S. or India laws, rules and regulations in a manner that is no greater than is reasonably necessary to protect such interests and without being unduly harsh and oppressive to me and my interests in future employment with an *Attest Client*. Further, I acknowledge and agree that because of, among other things, the importance of the *Deloitte Entities* remaining in compliance with applicable independence rules, such approval may be withheld by *Independence* in the event that my employment with an *Attest Client* would, in the view of Deloitte LLP, be inconsistent with applicable laws, rules and regulations or jeopardize the independence of a *Deloitte Entity* with respect to such *Attest Client*.

**15. Restrictions re: Personnel and Contractors.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or hiring or of any of its *Personnel* or contractors of the *Deloitte Entities*, or my participation in their hiring, admission or retention, would necessarily involve the unauthorized use or disclosure of *Confidential Information* or the proprietary relationships and goodwill of the *Deloitte Entities*. Accordingly, during my *Employment* and for one year thereafter, I will not, directly or indirectly, (a) solicit or attempt to solicit, or participate in the solicitation of or any attempt to solicit any *Personnel* to leave a *Deloitte Entity*, or to join any firm or business with which I may be or become affiliated; (b) participate in the hiring or admission of any *Personnel*; or (c) cause a contractor of a *Deloitte Entity* to cease providing services to, with, or on behalf of the *Deloitte Entity*.

**16. Post- Employment Restrictions re: Deloitte Property.** Upon termination of my *Employment*: (a) I will not use or disclose *Deloitte Property*, including, but not limited to, *Confidential Information* and *Works*, for any purpose; (b) I will not retain or take with me any *Deloitte Property*; (c) I will immediately deliver to a *Deloitte Entity* at any location that it designates, at my expense, within one business day after the termination of my *Employment* or on an alternate date designated by a *Deloitte*

*Entity*, any *Deloitte Property* that I may then or thereafter hold or control; and (d) I agree to allow a *Deloitte Entity* to inspect any of my personal or home computers, including smart phones, tablet computers, or any device, media or location capable of storing electronic data, to determine whether any *Deloitte Property* resides on such computers and to permit a *Deloitte Entity* to remove such *Deloitte Property*.

## **OTHER POST- EMPLOYMENT OBLIGATIONS**

**17. Transition of Work and Cooperation.** Upon termination of my *Employment* for any reason, I will cooperate with a *Deloitte Entity* in all matters relating to the completion of pending work and its orderly transfer. I will also cooperate fully with a *Deloitte Entity* in connection with any threat of or actual legal proceeding against a *Deloitte Entity* or any client, customer or licensor of a *Deloitte Entity* arising out of any matter with or of which I had contact or knowledge during my *Employment*.

**18. Notification of Post- Employment Obligations.** I agree that prior to accepting employment or affiliation with another firm or business I will advise such firm or business of my duties and obligations under this Employment Agreement. After my *Employment* ends, I agree that a *Deloitte Entity* shall be permitted to advise any firm or business with which I have accepted an offer of employment or affiliation concerning my duties and obligations under this Employment Agreement.

**19. Certification.** I agree that during or after my *Employment* I will, if requested, provide written certification in such form as the Employer may require that I have complied with my obligations hereunder, including, without limitation, those obligations set forth in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15 and 16 of this Agreement.

## **OUR ENFORCEMENT RIGHTS AND REMEDIES IN THE EVENT OF A BREACH**

**20. Equitable Relief and Attorney's Fees.** I acknowledge and agree that a breach of this Employment Agreement, including, but not limited to, a breach of my duties and obligations under the terms and conditions of Paragraphs 4, 5, 7, 8, 9, 10, 12, 14, 15 or 16 would cause irreparable harm to the *Deloitte Entities* and that, in addition to other remedies, the Employer on behalf of itself or another *Deloitte Entity* is entitled to a temporary restraining order, an injunction or other equitable relief to prevent any such breach. I also acknowledge that, to the extent permitted by law, a *Deloitte Entity* will be entitled to the payment of the *Deloitte Entities'* reasonable costs and attorney's fees incurred in enforcing this Employment Agreement. I also acknowledge that, to the extent permitted by law, the Employer may request that a court extend the one year period following the termination of my *Employment*, as provided in Paragraphs 12 and 15, to correspond with the period that I participated in activities prohibited by Paragraphs 12 and 15.

**21. Liquidated Damages: Client Fees.** I agree that in the event of a breach under Paragraph 12, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

**22. Liquidated Damages: Compensation.** I agree that the precise amount of damages flowing from a breach under Paragraph 15 would be impracticable or extremely difficult to ascertain in an actual amount. Therefore, I agree that in the event of a breach under Paragraph 15, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by or owed to any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

**23. Right of Inspection.** I agree to permit the Employer (or to use my best efforts to enable the Employer) to inspect my books and records (and the books and records of any entity which employs or is associated or affiliated with me), upon request and at reasonable times, to enable the Employer to confirm the calculations described above and to verify compliance with Paragraphs 12 and 15. The Employer shall keep confidential any proprietary information obtained, except as may be necessary or desirable to enable the Employer to enforce its rights under this Employment Agreement and except as may be required by any statute, court or administrative order to decree or government ruling or regulation.

**MISCELLANEOUS**

**24. Governing Law; Choice of Forum.** This Employment Agreement is deemed to have been executed in the Employer's office in **Hyderabad, Telangana, India** and will be construed and governed in accordance with the laws of the Republic of India without regard to its conflicts-of-law principles. You agree to submit to jurisdiction before any court of record in which the Employer's office to which you were assigned is located, or in which a breach of this Employment Agreement may occur, at the election of the Employer, and you waive any right to raise questions of personal jurisdiction or venue in any action the Employer may bring against you in any such court. You further agree to accept service of process/summons/legal notice from the Employer when that process/summons/legal notice is either sent to your last known address by certified mail or served by any other means permitted under the law of the jurisdiction in which the Employer may bring an action against you.

**25. Modifications.** My obligations hereunder may not be changed or modified, released, discharged, abandoned or terminated, in whole or in part, except by an instrument in writing signed by an *Authorized Signatory*.

**26. Severability.** Every provision of this Employment Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such term or provision will be enforced to the maximum extent permitted by law and, in any event, such illegality or invalidity shall not affect the validity of the remainder of the Employment Agreement.

**27. Blue-Penciling.** If any court determines that any provision of this Employment Agreement, or any part hereof, or the application of any such provision, or any part hereof, to any person or circumstance is unenforceable or void, such court shall have the power to modify such provision, or any part hereof, to the extent necessary to render it legal and enforceable while preserving its intent, or if such modification is not possible, by substituting therefore another provision that is legal and enforceable and that achieves the same objective.

**28. Waiver.** None of my obligations under this Employment Agreement shall be deemed to have been waived by the Employer except if the giving of such waiver is contained in a written notice given to me and no such waiver shall be deemed to be a waiver of any other or further obligation I have under this Employment Agreement.


**29. Entire Agreement.** This Employment Agreement, the Employer's employment application, the Terms and Conditions of Service issued pursuant to the offer of employment and any documentation employing me or transferring me to the Employer, contain the entire understanding between me and the Employer or any other *Deloitte Entity* with respect to the subject matter hereof and supersedes all prior representations, warranties, and agreements with respect to such subject matter, and no representations, warranties or other covenants exist with respect to such subject matter that are not contained or expressly referred to herein. Notwithstanding the foregoing, any written agreement between a *Deloitte Entity* and me with respect to the subject matter hereof that was signed by me prior to the effective date of this Employment Agreement shall remain valid and enforceable according to the terms of such agreement with respect to all acts and omissions occurring prior to the effective date of this Employment Agreement. In the event of a conflict between this Employment Agreement and the employment application or any other document purporting to set forth terms and conditions of my *Employment*, this Employment Agreement will control.

**30. Transfer and Assignment.** Unless as the Employer shall otherwise determine, the rights, obligations and benefits of the Employer under this Employment Agreement, including but not limited to those rights and benefits relating to my post-Employment obligations set forth in this Paragraph 30 and in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19 and 23 above, are transferred and assigned, in whole or in part (as the Employer shall determine) and without the need for my consent or the formality of documentation or prescribed processes, to (a) any *Deloitte Entity* in connection with my transfer to that *Deloitte Entity* or (b) any entity that acquires all or a part of the assets or business of the Employer. All provisions of this Employment Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, representatives, successors, and assigns of the Employer and me, and any *Deloitte Entity* to which I may be transferred during my *Employment*, provided, however, none of my duties or obligations under this Employment Agreement may be assigned or transferred by me to any other person or entity without the Employer's prior written approval of such assignment or transfer. Any purported assignments in violation of this Paragraph 30 shall be null and void.

**31. Headings.** The headings contained in this Employment Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Employment Agreement.

I have read the foregoing, understand it, and agree to comply with its terms.

**For Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
 6718FF75DA89400...

Pooja Madhani



**Talent**

**Authorized Signatory**

Effective as of , I accept all the terms and conditions of the Employer as stipulated in this Employment Agreement.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

**EXHIBIT A**

The definitions below apply to the italicized terms that appear in the Employment Agreement (including the exhibits):

**Attest Client** – attest client (or an affiliate of such client) of Deloitte & Touche LLP or a *Deloitte Entity*.

**Authorized Signatory** – a director, officer or other person who is authorized to sign on behalf of a *Deloitte Entity*.

**Confidential Information** – any information not generally known to the public, in any *Form*, that (1) relates to the operation of a *Deloitte Entity* or provides the *Deloitte Entities* with a competitive advantage, (2) consists of Personally Identifiable Information (*PII*) or other personal information about *Personnel*, client and other third party personnel, independent contractors, subcontractors, agents, vendors, suppliers or others which the Employer or another *Deloitte Entity* receives in the course of business, and (3) all other information entrusted to the Employer or another *Deloitte Entity* by clients and other third parties. *Confidential Information* includes, but is not limited to, *Intellectual Property*, supplier information, designs, business or marketing plans, forecasts and financial information, tax returns, tax identification numbers, agreements, client or prospective client lists, specific information about clients or prospective clients such as preferences for specific products and services, client or prospective client needs based on financial history and past purchases of services, client or prospective client development plans, specific rates charged to a client or offered to a prospective client and other business or client records. *Confidential Information* also includes, but is not limited to, debit or credit card information, employment applications, organization charts, performance ratings and other personnel records.

**Deloitte Entity** – the Employer, Deloitte LLP, and any corporation, company, partnership, limited liability company or other entity (a) that (i) is owned, directly or indirectly, in whole or in part, by Deloitte LLP (the “Deloitte U.S. Firms”), including but not limited to Deloitte LLP subsidiaries in India, the Deloitte Touche Tohmatsu verein, Deloitte Global Services Limited, Deloitte Global Services Holdings Limited, Deloitte Touche Tohmatsu Limited (“DTTL”) or any member firm of DTTL or affiliate thereof (collectively, the “DTTL Member Firms”) or (ii) controls, is controlled by or is under common control with any of the entities listed in clause (i); or (b) in which any *Personnel* participated on its behalf, or carried out any duties with respect to its affairs. For purposes of this Employment Agreement, the term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract, or otherwise.

**Deloitte Property** – *Confidential Information*, *Systems*, equipment, debit and credit cards issued in connection with my *Employment*, furniture, facilities and any and all other materials owned, licensed or leased by a *Deloitte Entity*, including, without limitation, computerized or electronic information and all copies thereof in any form or media, created by, furnished to, obtained by or prepared by me in the course of my employment in any capacity.

**Deloitte India (Offices of the US)** - The following companies shall be deemed to be the affiliates of each other and are collectively referred to as Deloitte India (Offices of the US): (i) Deloitte Consulting India Private Limited (ii) Deloitte Tax Services India Private Limited (iii) Deloitte Support Services India Private Limited (iv) Deloitte Financial Advisory Services India Private Limited and (v) Deloitte & Touche Assurance & Enterprise Risk Services India Private Limited.

**Electronic Communications** – all text, audio, video, images, information, data, files and attachments created, displayed, sent, received, posted, accessed or stored, whether deleted or not, by means of the *Systems*.

**Employment** – the nature of my relationship with the Employer or a *Deloitte Entity* pursuant to this Employment Agreement. Alternatively, and depending on context, *Employment* is the period of time during which this relationship persists.

**Form** - paper, computer disc, USB drive, website; any other tangible or electronic medium by which information may be stored or accessed; and human memory.

**Independence** – National Office (Independence) of Deloitte LLP.

**Intellectual Property** - works of authorship (including, without limitation, books, articles, data compilations, software and other copyrightable materials), materials, patents, inventions, designs, techniques, methodologies, processes, discoveries, know-how, ideas, trade secrets, moral rights, trademarks and other indicia of origin together with the goodwill therein, and all patent applications, copyright and trademark applications and registrations, and extensions and renewals thereof, throughout the world.

**Intellectual Property Rights** – all rights, title and interest in Intellectual Property.

**PCAOB** – the United States Public Company Accounting Oversight Board.

**Personal Creations** – *Intellectual Property* that meet all of the following criteria: (1) it is conceived, developed, and created by me on my own time without using *Deloitte Property* or *Personnel* (during work hours), facilities, *Confidential Information* or *Works* of a *Deloitte Entity*, (2) it is unrelated to the actual or reasonably anticipated business or research and development of a

*Deloitte Entity*, and (3) it does not result from any work performed by me and the *Personnel* (during work hours) for a *Deloitte Entity*.

**Personnel** – partners, principals, members, officers and employees of a *Deloitte Entity*.

**PII** – information (excluding business contact information such as an individual's name and one or more of the following: organization name, organizational title, organizational role, business address, business telephone number (including business cell phone number and business email address) relating to an identified or identifiable natural person. An identifiable natural person is a natural person who can be identified, directly or indirectly, by reference to an identification number or factors specific to his or her physical, physiological, mental, economic, cultural or social identity. Set forth below is a non-exclusive list of information that constitutes PII when such information relates to an identified or identifiable natural person:

- Account number (bank account, credit card, etc.)
- Address
- Biometric identifier
- Certificate or license number
- Date of birth
- Government identifiers (such as PAN)
- Name\*
- Personnel Number
- Photograph or video identifiable to an individual
- Vehicle identifier or serial number
- Other information related to an individual that may directly or indirectly identify that individual (e.g., salary, performance rating, purchase history, call history, etc.)

\* Note: When an individual's name is used with PII that is not business contact information, it is included in the definition of PII.

**Pre-existing Agreements or Arrangements** – agreements or arrangements that (1) relate to any *Pre-existing Creations*; or (2) may affect my ability to comply with the requirements of this Employment Agreement, including all contractual and other restrictions or obligations with other parties, including any post-employment restrictions and required notifications to the extent applicable under 18 United States Code §207, CFR 3.104-4, and India laws, rules and regulations that may or will impose limitations on my professional activities during my *Employment* (such as any non-compete agreements with prior employers and the one-year ban on lobbying contacts).

**Pre-existing Creations** – any *Intellectual Property* and *Intellectual Property Rights* that were developed or created by me, alone or with others, or otherwise acquired by me, before the period of my employment in any capacity with the Employer, in which I claim any ownership or right.

**Proceedings** – past or pending (1) actual or threatened claims or complaints of, or arising out of service to, present or former clients, (2) regulatory, self-regulatory, disciplinary, administrative, civil or criminal investigations, inquiries, charges, complaints, actions, sanctions, alternative dispute resolution proceedings, other proceedings or matters (other than criminal proceedings which relate solely to the operation of a motor vehicle) of any kind or nature, in India or any other jurisdiction, against me, including criminal proceedings arising out of my provision of professional services, proceedings brought by a professional association, or proceedings involving the Securities and Exchange Board of India, United States Securities and Exchange Commission or the PCAOB, other professional bodies like the Institute of Chartered Accountants of India or (3) matters of any kind or nature which could adversely affect my association with the Employer or my ability to perform my duties or responsibilities to the Employer, whether set forth in this Employment Agreement or otherwise, or my registration with or licensure by any governmental, quasi-governmental, or other regulatory agency, body or entity, in or outside the United States or India.

**Systems** – the communications systems or any part of such systems that a *Deloitte Entity* owns, licenses or operates and approves for use, including, but not limited to, e-mail, text messaging, Lotus Notes, Deloitte Online (eRoom), instant messaging, local area network, wide area network, Intranet (e.g., DeloitteNet, D Street), Internet, extranet, collaborative tools (e.g., blogs, wikis, etc.), laptop and desktop computers, servers, air cards, Personal Digital Assistants, cell phones, telephones and voicemail.

**Works** – all *Intellectual Property*, in any *Form*, created by me, alone or with others, during the period of my *Employment* that (1) is created within the scope of my *Employment*; (2) relates in any manner to the actual or anticipated business, research, or development of a *Deloitte Entity*; (3) results from any work assigned to or performed by me, alone or with others, for the Employer; or (4) is created with the use of *Deloitte Property*.

**EXHIBIT B****Pre-existing Creations; Pre-existing Agreements or Arrangements**

I understand and agree that the Employer makes no attempt to verify my claim of ownership to any of the *Pre-existing Creations* listed, and makes no admission that any *Pre-existing Creations* listed are owned by me.

[If yes, please enter details below]

Yes, I do have *Pre-existing Creations*, *Pre-existing Agreements or Arrangements*

No, I do not have *Pre-existing Creations*, *Pre-existing Agreements or Arrangements*

<b><u>Title</u></b>	<b><u>Date</u></b>	<b><u>Brief Description</u></b>
---------------------	--------------------	---------------------------------

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Print)

ACCEPTED AND AGREED TO:

**Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
6718FF75DA89400...

Pooja Madnani

**Talent**

*Its: Authorized Signatory*

\_\_\_\_\_  
Date

An *Authorized Signatory's* signature is required only if *Pre-existing Creations* or *Pre-existing Agreements* or *Arrangements* are listed pursuant to Paragraphs 2 and 11 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment made in light of Paragraph 2 that *Pre-existing Creations*, if any, are described and explained in sufficient detail so that the likelihood of confusion between the employee's *Pre-existing Creations* and the *Intellectual Property* of a *Deloitte Entity* can be avoided or minimized in the future and further indicates that the *Pre-existing Agreements* or *Arrangements* have been obtained and reviewed and that the *Authorized Signatory* is satisfied that such *Pre-existing Agreements* or *Arrangements* will not interfere with the employee's ability to comply with the requirements of this Employment Agreement.

**EXHIBIT C**

**Proceedings**

[none, unless otherwise specified]

Yes, I do have *Proceedings* to report

No, I do not have *Proceedings* to report

My signature below certifies that to the best of my knowledge, the information I have provided above, pursuant to Paragraph 3, is complete and accurate.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

**EXHIBIT D**

**Exceptions to Post-Employment Restrictions: re: Clients**

[none, unless otherwise specified]

As specified in Paragraph 13, I agree that after a period of three (3) years from my start date or the date of my employment, as the case may be, the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on Exhibit D to support the application of the obligations of Paragraph 12 to those clients.

Yes, I do have  
Post-Employment Restrictions  
re: Clients

No, I do not have  
Post-Employment Restrictions  
re: Clients

<u>Name of Client</u>	<u>Specified Kind of Services(s) Permitted</u>
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ACCEPTED AND AGREED TO:

**Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
6718FF75DA89400...

Pooja Madnani

**Talent**

Its:     Authorized Signatory	_____
	Date

I have read and understood the above policy terms.

_____	_____	_____
Signature	Name	Date

A n *Authorized Signatory's* signature is required only if information is provided pursuant to Paragraph 13 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment that criteria in Paragraph 13 have been fully satisfied, the clients listed have been properly identified, and the kinds of services permitted have been described with sufficient specificity.

## Terms and Conditions of Service

In continuation to our offer of employment with **Deloitte Tax Services India Private Limited** (the "Employer"), please note the terms and conditions of service.

The italicized terms in these Terms and Conditions of Service are defined in **Exhibit A** of the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement hereto.

### Terms of Service

#### 1. COMPLIANCE WITH INDEPENDENCE, ETHICS AND OTHER REQUIREMENTS

Deloitte & Touche LLP performs attest services for certain of its clients and is subject to the independence requirements of, among others, the United States Securities and Exchange Commission (SEC), the United States Public Company Accounting Oversight Board (PCAOB), and the American Institute of Certified Public Accountants (AICPA). These requirements mandate that certain of the Employer's employees and their relatives be independent of some or all of such attest clients and their affiliates in accordance with the policies of Deloitte LLP and its subsidiaries (the "Deloitte US Entities").

Upon joining the Employer, you will be asked to review a listing of the attest clients and the affiliates of such clients of certain of the Deloitte US Entities and disclose relationships or financial holdings that you or your relatives may have that could affect the independence of the Deloitte US Entities. Any relationships or holdings that conflict with, among other things, the requirements of the SEC, the PCAOB or the AICPA or the independence or ethics policies of the Deloitte US Entities will need to be resolved immediately. Further, you will be required to comply with these policies throughout your career with the Employer, including, when applicable, maintaining a current list of certain of your financial interests (but not their value) in the independence tracking system.

As a condition to your joining the Employer and continued employment, you are required to complete a representation regarding your understanding of, and compliance with, independence and other matters, on a periodical basis (as requested beginning on or prior to the date of you joining the Employer, annually thereafter, and upon certain changes in your role in the Employer), the details of which are provided in the independence representation. An example copy of this representation form is available for your reference on [www.deloittenet.com](http://www.deloittenet.com). The representation should be made to the best of your knowledge and ability. It is your responsibility to consult on any matter should you be uncertain or have a question. You are also requested to refer to [www.deloittenet.com](http://www.deloittenet.com) and *Independence* for more information in this respect. The representations made by you will be subject to an audit and may be reviewed by Deloitte LLP representatives and shared with certain third parties. If you are selected for such an audit, you will need to submit certain personal financial records to Deloitte LLP's internal audit team. Please be assured that Deloitte LLP fully intends to keep all information obtained through the audit process confidential and secure. You hereby give your consent to Deloitte LLP to use the information provided by you for such purposes as provided in the policies regarding independence and ethics.

In the event you (i) do not cooperate or comply with the independence requirements, or (ii) do not complete the necessary representations, or (iii) make inaccurate representation(s); you may be subject to disciplinary action including and up to termination of employment with the Employer.

Please feel free to contact or consult *Independence* should you require any further information or if you have any specific concerns in this respect.

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#### 2. NON DISCLOSURE, NON SOLICIT AND INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AGREEMENT ("Employment Agreement")

You will be expected to sign the Employer's Employment Agreement. Please contact Talent for further details.

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#### 3. HARRASSMENT POLICY

**Administrative Policy Release ("APR") 213** is the Employer's policy prohibiting harassment. Deloitte LLP's subsidiaries located in India ("Deloitte India (Offices of the US)") are committed to providing a working environment that is free from harassment based on caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis, in accordance with applicable Indian central, state or local law. Expressly forbidden are unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Depending on the circumstances, such harassment may also include conduct such as stereotyped or demeaning remarks or gestures or the display or circulation, whether in writing or electronically, of materials or pictures offensive to persons because of their caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis in accordance with applicable Indian central, state or local law. The full policy will be accessible to you on DeloitteNet after joining Deloitte U.S. India.

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#### 4. WORKING HOURS, HOLIDAYS, LEAVES AND MATERNITY BENEFITS

You will be provided with your standard working hours, which may vary over the course of your career. The Employer may, from time to time, subject to applicable laws, require the employee to work beyond these hours.

You shall be entitled to paid holidays and leave as per the Employer's policies.

Women employees are eligible for maternity benefits as per the recent amendments (2017) in the maternity benefit act, 1961, including having 26 weeks of maternity leave with pay, as applicable.

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#### 5. RETIREMENT AGE

The age of retirement for employees of Deloitte India (Offices of the US) is 60 years. Your employment will therefore automatically terminate at the end of the month in which you attain 60 years.

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#### 6. TRANSFERS

You may be transferred, assigned, or asked to attend training at the offices of a Deloitte Entity or its clients or third parties in India or abroad with or without additional compensation. In such an event, you will also be governed by the terms and conditions of service applicable to the transfer, assignment, or training.

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#### 7. NOTICE PERIOD FOR TERMINATION OF SERVICES

The notice period for termination of your services is **60 Days** by either side and/or salary in lieu of notice period on part of the Employer only.

The Employer expects all employees to maintain the highest standards of professional conduct at all times.

In order to assure orderly operations and provide the best possible work environment, the Employer expects you to follow rules of conduct that will protect the interests and safety of all personnel, including but not limited to the Code of Ethics and Professional Conduct.

In the event of any breach of the Code of Ethics and Professional Conduct, non-performance of a contractual obligation or the terms and conditions laid down in this Annexure, or if you engage in any misconduct whether or not in connection with or affecting the business or affairs of the Employer or the work conduct, as specified by Employer, you will be subject to disciplinary action up to and including termination of your services/ employment with the Employer without any notice or payment in lieu of notice notwithstanding any other terms and conditions stipulated herein.

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#### 8. MISCONDUCT

Misconduct may include but is not limited to:

- Irregular attendance: repeated or excessive absence, tardiness or early departures/ late comings without approval.
- Unreported or unapproved absence (including overstay of leave) for more than five consecutive days or deviation from assigned and accepted schedule for more than five days.
- Falsification or manipulation in background verification process or employment records, employment information, or other records prior to or after joining the Employer.
- Falsification or manipulation of Deloitte Time & Expense (DTE).
- Knowingly providing false statements, either verbally or in written form.
- Neglect of normal duties and functions.
- Practices such as reading personal materials during working time, having obscene or inappropriate posters or screen savers at your work station, playing games at your work station, etc.
- Continued discharge of work functions that do not meet the standards reasonably expected.
- Breach of the confidentiality provision in the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement including disclosing to any unauthorized person any *Confidential Information* or *PII*.
- Willful insubordination or disobedience, whether or not in combination with another, of any lawful and reasonable instructions of any member of management or any authorised person.
- Engaging in unapproved outside employment and activities as defined in APR 218 (US & IND)



([https://deloitte.net.deloitte.com/About/Policies/Admin/Pages/218\\_OutsideEmploymentActivities\\_US.aspx](https://deloitte.net.deloitte.com/About/Policies/Admin/Pages/218_OutsideEmploymentActivities_US.aspx)).

- Installing, downloading, copying or duplicating any unauthorized or unlicensed software, programs, games, or attachments on any computer system of the Employer or of any *Deloitte Entity* or its clients.
- Engaging in any illegal activities.
- Workplace violence, including threats of physical violence.
- Corporate credit card delinquencies.
- Causing damage to the property of the Employer, any *Deloitte Entity*, its clients, or their respective personnel
- Going on or abetting a strike in contravention of any law.
- Theft of any property belonging to another, the Employer or any *Deloitte Entity*, or their respective personnel, clients, or visitors
- Possession of firearms, explosives, knives or any instruments that can be used as an injurious or deadly weapon in the workplace or at any *Deloitte Entity* sponsored event.
- Corruption, fraud, or misappropriation of funds.
- Failure to comply with the policies, guidelines, rules and regulations of the Employer or a *Deloitte Entity* as applicable.
- Excessive personal use of the Employer's telephone, fax or computer systems.
- Failure to adhere to applicable laws.
- Any act prejudicial to or in conflict with the interests of the Employer or a *Deloitte Entity*.

The above terms and conditions are based on, and should be read in conjunction with, the Employer's policies, guidelines, procedures and other rules currently applicable, including but not limited to Administrative Policy Releases (APRs) and Deloitte India (Offices of the US)'s other policies, guidelines, rules, and regulations. The above rules are subject to amendments from time to time and the amended rules, policies, procedures, and guidelines would be posted on the Employer's Intranet site i.e. <https://deloitte.net.deloitte.com/Pages/Home.aspx> for employee reference. The policies will be updated from time to time in the future and we deem to have your consent to any and all such changes. Furthermore, upon acceptance of employment with the Employer, you may be requested to read and acknowledge acceptance of various policies and guidelines of the Employer. It is expected that you will read and acknowledge all such communications.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name



### Training Agreement

On behalf of **Deloitte Tax Services India Private Limited**, please accept our congratulations on your recent offer of employment to join the Company as **Tax Consultant I** pursuant to the terms and conditions of your offer letter dated **August 26, 2024**. You made a very favorable impression with everyone you met and we are excited about the possibility of you joining the Company.

As you may be aware, as a condition of employment with the Company, you may be required to travel Overseas to attend a series of training sessions for a period of up to 90 days. This training will be a combination of classroom procedural training as well as on-site training to observe employees conducting similar work at various client locations. This training represents the confidence we have in your ability to be a valuable member of the practice of the Company.

As per Company policy, we kindly bring to your attention that all employees attending training overseas are required to sign a Training Agreement which will obligate the employee to repay a calculated amount of the costs associated with the training, only if the employee resigns his/her position or are terminated for cause within a specified period after completion of the training (usually between 6 to 18 months). This repayment obligation disappears after the specified period of time has lapsed. We all look forward to seeing you again soon and having you join our team of outstanding professionals.

Sincerely,

For **Deloitte Tax Services India Private Limited**

DocuSigned by:

*Pooja Madhani*

6718FF75DA89400...

By:

Signature

**Authorized Signatory**

**Deloitte Tax Services India Private Limited****Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District, CIRCLE 3, Hyderabad - 500032, Telangana, India****Tel: +91 040 67621000**  
**www.deloitte.com****Subject: Offer of Employment****Dear GANAVI G**

On behalf of **Deloitte Tax Services India Private Limited** (the "Employer" or "Company"), I am pleased to confirm our offer of employment to you as **Tax Consultant I** based in **Hyderabad**.

We extend this offer, and the opportunity it represents, with great confidence in your abilities. You have made a very favorable impression with everyone you met and we are excited with the prospect of you joining our organization on **OCT 12, 2022**.

Your immediate manager will communicate details of your role and work responsibilities in the initial weeks of your joining the Employer. During your employment, the Company may require you to work on any project that you are assigned to, on any technical platforms/skills and nature of the project, in differentiated work timing, at designated work space and location as may be decided by the company.

As part of your annual compensation, you will receive a Total Salary of **382500** and, will be eligible for a performance linked variable bonus. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount could vary depending upon the business and individual performance each fiscal year and, in some situations, could exceed the payout range indicated. Any amounts paid will be subject to statutory and other deductions as per Employer policies and practices. The details of your compensation breakdown are provided in the attached Annexure A.

As an incentive to join the Company, you are eligible to receive a joining bonus of **Rs./₹ 100,000/-** subject to your reporting for full-time employment on **OCT 12, 2022**.

. This amount will attract applicable taxes and will be processed as part of your first month's payroll. You will have an obligation to repay the entire amount of your joining bonus if you resign your position or are terminated for cause by the Company within **12 months** of your start date.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

Your employment with us will be governed by the Terms and Conditions as detailed in **Annexure B**, as well as any and all rules, regulations, guidelines, policies and practices of the Employer, which may be amended from time to time. Deloitte LLP and its U.S.-based subsidiaries (the "Deloitte U.S. Firms") requires their employees to make the necessary representations regarding independence and other matters. Because the Employer is an Indian subsidiary of Deloitte LLP, we must also comply with these independence requirements. Accordingly, this offer is conditional upon you agreeing to make such representations under the Employer's Independence Representations requirements, as further explained in **Annexure B**.

Your compensation details are confidential, and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization. We would like you to join the Employer on, or an alternative mutually agreed upon date.

This offer letter, together with the Annexures described herein, and the Non-Disclosure, Non Solicit and Intellectual Property Rights Assignment Agreement, the Information Security Policy (which you are required to sign upon joining), constitute the entire agreement between the parties with respect to the subject matter of this offer, and supersedes all other previous or contemporaneous oral or written representations, understandings or agreements relating to the subject matter of this offer between you and the Employer or its affiliates.

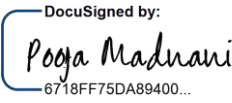
In compliance with applicable laws, Deloitte India (Offices of the US) provides its professionals with home pick-up and drop transport services within **pre-defined** boundary if their shift timings are between 8:30 p.m. - 6:00 a.m. in Hyderabad, 9:00 p.m. - 6:00 a.m. in Mumbai, Pune; 7:00 p.m. – 6:00 a.m. in Gurugram, 8:00 p.m. - 6:00 a.m. in Bengaluru, Chennai, and Kolkata.

This letter and **Deloitte Tax Services India Private Limited** employment application are intended to be final. To accept the offer and the terms of this letter, please sign below in the space provided within three business days.

everyone you have interviewed with joins me in extending to you congratulations and warm regards. We look forward to you joining our team.

Sincerely,

**For Deloitte Tax Services India Private Limited**  
Best regards,

By:   
Signature

**Authorized Signatory**

**Acceptance**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Annexure A****Tax Consultant I -**

<b>Description</b>	<b>Monthly</b> (Rs. per month)	<b>Annual</b> (Rs. per Annum)
Basic Pay	<b>17,500</b>	<b>210,000</b>
House Rent Allowance (HRA)	<b>8,750</b>	<b>105,000</b>
Special Allowance <sup>1a &amp; 1b</sup>	<b>11,867</b>	<b>142,404</b>
Leave Travel Allowance <sup>2</sup>	<b>1,750</b>	<b>21,000</b>
Differential Allowance	<b>5,833</b>	<b>69,996</b>
Meal Card <sup>3</sup>	<b>2,200</b>	<b>26,400</b>
Employer's contribution to PF	<b>2,100</b>	<b>25,200</b>
<b>Total Salary (in Rs.)</b>	<b>50,000</b>	<b>600,000</b>
Variable Bonus*	You are eligible for a performance linked variable bonus. It will be paid out at the end of the fiscal year, as applicable and on the basis of your individual performance and performance of the business	
Medical Insurance Premium <sup>4</sup>	<b>3,014</b>	<b>36,167</b>

\*The Variable Bonus will vary, primarily based on your individual performance and the performance of the business, during the Employer's fiscal year which is June through May. Your performance will be formally assessed as a part of the Employer Performance Review Cycle Process. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount will vary depending upon the business and individual performance and in some circumstances, could exceed the payout range indicated. The performance of all the employees who have joined the Employer prior to March 1st will be assessed for the fiscal year ending in May. The disbursement of a Variable Bonus, if applicable, is subject to you being active on the rolls of the Employer, during the Annual Incentive Program payout cycle for the fiscal year. For employees joining during the period March 1st to May 30th, a prorated Variable Bonus, if applicable, will be based on the first year-end review ratings in the subsequent year and paid during the Annual Incentive Program payout cycle of that year. The Variable Bonus will not be paid in the event of termination of employment for any reason on or before the disbursement time. The application and interpretation of, and any determinations related to, the Variable Bonus is at the sole discretion of Employer. Employer may amend or terminate the Variable Bonus at any time. All compensation and benefits are based on employee's position with the Employer in India.

Contd/-....

Annexure A

<sup>1</sup>All employees may claim tax exemption, subject to tax rules from time to time, from their Special Allowance component, expenses incurred towards communication and Driver / Fuel & Maintenance Expenses as per eligibility mentioned below:

**Employee Level -  
Tax Consultant I**

<sup>1a</sup>Communication Expenses

<sup>1b</sup>Fuel Expenses

Only one Post paid mobile, one Land Phone  
and One internet connection bill(s) can be  
claimed.

Petrol / Driver / Insurance / Repairs &  
Maintenance

**Rs./₹ 3,000/-** per month

**Rs./₹ 7,500/-** per month

<sup>1a</sup> The internet/telephone/mobile bills should be in the Employee's name.

<sup>1b</sup> For claiming vehicle running expenses (Driver / Fuel / Repairs & Maintenance expenses) the vehicle has to be in the name of the Employee and the current tax rules are as under. The above limits will be applicable for all those who are on company car lease program and the below limits will apply for all those who are on self-owned car. In case of company leased car, taxability would be as per the current perquisite valuation rules.

Nature of Expenses	Own Vehicle –Maximum Tax exemption limit per month		
	4 Wheelers (Engine Capacity)		
	<= 1600 cc	> 1600 cc	Two Wheelers
Fuel & Maintenance	Rs. 1,800	Rs. 2,400	Rs. 900
Driver's Salary	Rs. 900	Rs. 900	Not applicable

All employees at and above **Senior Staff** are eligible for the company car lease program. If you choose to avail of this benefit, the amount towards lease rental will be paid by the firm on your behalf to the leasing company and your compensation structure will be adjusted accordingly. A revised letter with the new compensation structure will be issued that will supersede this letter for all practical purposes.

<sup>2</sup> The Leave Travel Allowance (LTA) will be paid on a monthly basis as an allowance with tax deducted at source. If you choose to avail the tax benefit on LTA, you should submit proof of expenses incurred by you for Self and / your immediate dependents. The taxability or otherwise of LTA will be as per the Income Tax Act 1961, details of which will form part of the LTA Form.

<sup>3</sup> Meal Card amount will be credited at the start of each month and for the first month (For New Hires) prorated amount will be processed as part of payroll. If not collected, it will be processed as a taxable amount with the salary.

<sup>4</sup> Annual Floating Medical Insurance Coverage for self and **6 dependents** is being paid by the Employer on your behalf. The premium amount is subject to change every year post renewal of insurance policy. In case you opt for an enhancement of the coverage limit, the additional premium will be adjusted accordingly from the special allowance.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

You may also be eligible to either a One-time Stipend or a temporary lodging basis joining the registered office location, you will receive a survey from Deloitte prior to your joining.

You may select the best option for availing the relocation assistance. If an employee who has availed this reimbursement decides to quit within 18 months from the date of relocation claim for whatever reason, the relocation reimbursement paid to the employee will be recovered in full, from the employee's full and final settlement.

By joining the Company, you will become a member under the 'Deloitte USI Employees Welfare Trust' and may be required to make a nominal contribution as a member.

Original bills towards the above components should be submitted during the Income Tax fiscal period evidencing the expenditure to get Income Tax exemption, failing which the same will attract applicable Income Tax.

Submission of false, tampered or altered bills as proof of expense for any of the above components will result in disciplinary action including termination of employment.

**Your compensation above is subject to income tax deduction per rules and guidelines prescribed under the prevailing tax laws. This may change from time to time in line with the amendments done in tax laws.**



## Annexure B

### **Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement ("Employment Agreement")**

In consideration of my employment by **Deloitte Tax Services India Private Limited**, an Employer incorporated under the provisions of the Companies Act, 1956 and having its registered office **Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District, CIRCLE 3, Hyderabad - 500032, Telangana, India** (the "Employer") as **Tax Consultant I** - and other valuable consideration, I acknowledge and agree that:

#### **PRELIMINARY MATTERS**

**1. Defined Terms.** The italicized terms in this agreement (the "Employment Agreement") are defined in **Exhibit A** hereto.

**2. Pre-existing Agreements or Arrangements.** I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Agreements or Arrangements*. The Employer expects me to abide by all restrictions or obligations that are contained in such Pre-existing Agreements or Arrangements and to avoid involvement, while employed by the Employer, in any matter that could pose a conflict as a result of confidential information or intellectual property obtained by me prior to my *Employment*. I further represent that none of these restrictions or obligations, including those set forth in any non-compete agreements with prior employers, is inconsistent with my acceptance of the Employer's offer of *Employment* or my becoming, and serving as, **Tax Consultant I** of the Employer. To the extent applicable and if I am joining the Employer after having served as an employee or official of the United States Government, I further represent that: (1) I have disclosed my prior participation, if any, in any discussions or negotiations with, or decisions to award contracts to, the Deloitte U.S. Firms while I was employed by the United States Government; and (2) I had either recused myself or had not played an active role in the applicable United States Government agency's decision to award any contracts to the Deloitte U.S. Firms while I was employed by the United States Government.

#### **PROTECTION OF OUR BUSINESS**

**3. Reporting of Proceedings.** Except as provided by law and except as I have disclosed in writing on **Exhibit C** to this Agreement, I represent and warrant that I have no *Proceedings* to report. Should I become a subject of any *Proceedings* during my association with the Employer, I agree to immediately report, in writing, all relevant facts to the Chief Talent Officer of Deloitte LLP, the Regional Talent Director of the Employer, and the Chief Ethics and Compliance Officer of Deloitte LLP. I understand that my responses are subject to audit and review by the Employer and others in accordance with applicable professional, ethical, legal, or Employer requirements, rules, regulations, policies, or practices, or other requests.

**4. Confidentiality.** I acknowledge that, by virtue of my *Employment*, I will acquire and be exposed to, have access to, make use of and/or create *Confidential Information*. Therefore, I agree to hold in trust and confidence all such *Confidential Information*. I will neither disclose any such *Confidential Information* to anyone outside a *Deloitte Entity* without the prior written approval of an *Authorized Signatory*, except as required by my authorized duties for the Employer, nor use any such *Confidential Information* for any purpose other than for the benefit of a *Deloitte Entity*.

**5. Third Party Information and Property.** I agree that during my *Employment*, I shall not use or disclose any confidential information or intellectual property of any former employer or other person or entity without the prior written authorization of such employer, person or entity and the prior written consent of an *Authorized Signatory*. If I were to use or disclose any such Confidential Information or Intellectual Property without prior consent, and any of the *Deloitte Entities* become the subject of any claim from a third party regarding such unauthorized use or disclosure, I agree to hold harmless and indemnify the *Deloitte Entities* for any legal defense costs and/or damages related to any such claim.

**6. Authorization.** Only employees of the Employer holding a senior or managerial position with the Employer will be authorized by a specific authorization, delegation, or power of attorney to sign legal documents, representing the Employer. Similarly, only such authorized employees of the Employer may speak about the Employer, the business and plans, various client-related projects etc.

**7. Competing Activities and Conflict of Interest.** During the period of my *Employment* I will not, directly or indirectly, participate in or in any way render services or assistance to any business that is or may be competitive with a *Deloitte Entity*, whether or not for compensation, or engage in any conduct which might result in, or create the appearance of using my position for private gain or other than for the benefit of a *Deloitte Entity*, or otherwise create a conflict, or the appearance of a conflict, of interest with a *Deloitte Entity*. Such conduct shall include, but not be limited to, having an undisclosed financial interest in any vendor or supplier of a *Deloitte Entity*, accepting payments of any kind or gifts other than of a nominal value from vendors, clients or suppliers, or having an undisclosed relationship with a family member or other individual who is employed or

associated with any entity in active or potential competition with a *Deloitte Entity*, and which creates a conflict of interest. I represent and warrant that I am not currently aware of any present or past violation of this provision.

**8. Authorization to Access Systems and Electronic Communications and use of Deloitte Property.** I understand that while employed with a *Deloitte Entity*, I will use and have access to the Systems. I also acknowledge that a *Deloitte Entity* has the right at any time to access, retrieve, delete, monitor, examine, use and/or disclose my Electronic Communications and information from (or about) me and the content, without notice to me, and that such *Electronic Communications* are considered part of a *Deloitte Entity's* business and client records and are not to be considered private or personal to me or any other *Personnel*. I further acknowledge that this right extends to *Electronic Communications* transmitted for either a business or personal purpose.

I agree that I am authorized to access the *Systems* only for approved business purposes and occasional personal use if such use does not interfere with my work responsibilities and other required business activities, business operations, or *Systems* performance. However, I also acknowledge that such occasional personal use does not create an expectation of privacy as to any of my personal *Electronic Communications* and, as such, are *Deloitte Property*.

I further acknowledge that I am not authorized to use the *Systems* for personal gain or any illegal or unethical use. I agree that under no circumstances am I authorized to access any of the *Systems* for the purpose of obtaining *Deloitte Property* for a competitor of a *Deloitte Entity*, transmitting *Deloitte Property* to me (e.g., emailing *Confidential Information* to my personal email address) or to a third party for purposes other than furthering the business objectives of a *Deloitte Entity*. I am not authorized to download a *Deloitte Entity's Confidential Information* or other *Deloitte Property* to removable media such as a CD Rom, disk or thumb drive other than as authorized for furthering the business objectives of a *Deloitte Entity*.

I will be responsible for the safe keeping and return in good condition and order of all the *Deloitte Property* that may be in my use, custody, care or charge. For the loss of any *Deloitte Property* in my possession or custody or for which I have been assigned responsibility, the Employer will have a right to assess on its own basis and recover from me, the damages in respect of such materials (out of the amounts due to me or otherwise) and to take such other legal action as it deems appropriate including termination of my employment without notice or payment in lieu thereof in the event of my failure to account for such material or property to its satisfaction.

**9. Security.** I am provided with a worktable and lockable storage space. I will ensure they are locked when unattended and understand that a duplicate key will only be provided if I sign for it. I am required to display my identity card to the appropriate security personnel on demand and at all times within the office premises.

**10. Ownership of Works.**

a. I agree that the Employer owns all rights, title and interest in and to all *Works*.

b. I agree that all *Works* are deemed works made for hire under India copyright or applicable laws or equivalent laws of any applicable foreign jurisdiction, and all *Intellectual Property Rights* therein vest automatically in the Employer upon creation of the *Works*. I agree that, to the extent any *Work* is held not to be a work made for hire, I hereby irrevocably assign all *Intellectual Property Rights* in the *Work* to the Employer. Notwithstanding anything contained in Section 19(4) of the Indian Copyright Act, 1957, I agree that such assignment shall continue to be in force for perpetuity irrespective of whether or not the Employer exercises its rights as the assignee for any period of time.

c. I will at all times, even after termination of my *Employment*, do whatever the Employer reasonably requests of me, at the Employer's expense, to document the assignment of any *Works* to the Employer or to assist the Employer in pursuing, renewing, extending or assigning any *Intellectual Property Rights*, and otherwise perfecting, protecting and enforcing said *Intellectual Property Rights* in, any *Works*. I agree that, as between me and the Employer, the Employer shall be the sole author, inventor, and owner of all such *Works* and *Intellectual Property Rights* therein throughout the world, and that the Employer shall have the sole right to seek copyright registrations, patents or trademark registrations, including all extensions and renewals thereof. I also hereby agree that I waive all moral rights in any *Works*.

I also agree to assign all my right, title and interest in and to any particular *Works* to a third party as directed by the Employer.

In the event the Employer is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraphs, I hereby irrevocably designate and appoint the Employer and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and in my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraphs with the same legal force and effect as if executed by me. I hereby waive any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any *Works* assigned hereunder to the Employer.

d. During a 12 month period after termination of my *Employment*, I agree that any *Intellectual Property* I create or conceive that results from and is related to any work assigned to or performed by me for the Employer, or that was created using *Deloitte Property*, is a *Work* that is subject to Paragraph 10 (b) above. For purposes of clarification, the foregoing provision is in addition to, and not in limitation of, any rights and remedies the Employer may have under the applicable laws protecting *Intellectual*



*Property of the Deloitte Entities.*

e. I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Employer) of all *Works* developed by me during the period of my employment with the Employer, which records shall be available to and remain the sole property of the Employer at all times.

**11. Pre-existing Creations; Personal Creations.** My obligations in Paragraph 10 do not apply to *Pre-existing Creations* and *Personal Creations*. I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Creations*. I acknowledge and agree that I will not assert any ownership rights against the *Deloitte Entities*, or their respective clients, with respect to any *Pre-existing Creations* unless they appear on **Exhibit B**, and **Exhibit B** has been accepted and agreed to by an *Authorized Signatory* who has signed at the bottom of such **Exhibit B**. I further agree that I shall not use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment* without the prior written consent of an *Authorized Signatory*. To the extent that I use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment*, I agree that, except as otherwise provided in a written agreement executed by me and the Employer, I hereby grant to the Employer an irrevocable, royalty free, perpetual, fully paid up, transferable, sub-licensable license to use, reproduce, distribute, display, perform, modify and create derivative works of and otherwise exploit such *Pre-existing Creations* or *Personal Creations* for any purpose including, but not limited to, client engagements.

**12. Post- Employment Restrictions re: Clients.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or serving of certain clients related to my work for a *Deloitte Entity* would necessarily involve the unauthorized use or disclosure of *Confidential Information*, and the proprietary relationships and goodwill of the *Deloitte Entities*, and, in the case of my serving of certain clients, could compromise the full compliance of the Employer or another *Deloitte Entity* with the applicable laws, rules and regulations of a U.S. or India regulatory body or other independence-related requirement of a regulatory body. Accordingly, during the period of my *Employment* and for a period of one year thereafter, I will not, directly or indirectly, solicit or provide services to any existing client of a *Deloitte Entity* with which I had personal contact and provided services during the two-year period prior to termination of my *Employment*.

**13. Exceptions to Post- Employment Restrictions re: Clients.** I understand that the obligations of Paragraph 12 will not apply for a period of three (3) years after my start date or the date of my promotion or transfer to clients of a *Deloitte Entity* and/or certain specified kinds of services rendered to such clients that meet all of the following criteria: (a) are personal clients of mine who came to a *Deloitte Entity* solely to avail themselves of certain specified kinds of services rendered by me and only as a result of my own independent recruitment efforts, which a *Deloitte Entity* neither subsidized nor otherwise financially supported as part of a program of client development, (b) are listed on **Exhibit D** expressly by name with respect to client and with sufficient specificity with respect to the kinds of service(s) that I will be permitted to render, and (c) are accepted and agreed to as to their listing on **Exhibit D** by an *Authorized Signatory* who has signed at the bottom of such Exhibit. I agree that after a period of three (3) years from my start date or the date of my promotion or transfer the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on **Exhibit D** to support the application of the obligations of Paragraph 12 to those clients.

**14. Future Employment with Clients.** Except as otherwise provided herein, I understand that I am not prohibited from accepting employment with a client (or an affiliate of such client) of a *Deloitte Entity*. Before entering into substantive discussions with an *Attest Client* regarding any employment opportunity, I acknowledge and agree that during my *Employment* and for five years thereafter I must first notify *Independence* and obtain prior written approval from *Independence*. I acknowledge and understand that it is the intent of the Employer to interpret and apply this provision (a) in an effort to ensure the full compliance of the *Deloitte Entities* with applicable U.S. and India laws, rules, and regulations; (b) to serve the public interest; and (c) to protect the legitimate interests of the *Deloitte Entities* or their respective *Attest Clients* under applicable U.S. or India laws, rules and regulations in a manner that is no greater than is reasonably necessary to protect such interests and without being unduly harsh and oppressive to me and my interests in future employment with an *Attest Client*. Further, I acknowledge and agree that because of, among other things, the importance of the *Deloitte Entities* remaining in compliance with applicable independence rules, such approval may be withheld by *Independence* in the event that my employment with an *Attest Client* would, in the view of Deloitte LLP, be inconsistent with applicable laws, rules and regulations or jeopardize the independence of a *Deloitte Entity* with respect to such *Attest Client*.

**15. Restrictions re: Personnel and Contractors.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or hiring or of any of its *Personnel* or contractors of the *Deloitte Entities*, or my participation in their hiring, admission or retention, would necessarily involve the unauthorized use or disclosure of *Confidential Information* or the proprietary relationships and goodwill of the *Deloitte Entities*. Accordingly, during my *Employment* and for one year thereafter, I will not, directly or indirectly, (a) solicit or attempt to solicit, or participate in the solicitation of or any attempt to solicit any *Personnel* to leave a *Deloitte Entity*, or to join any firm or business with which I may be or become affiliated; (b) participate in the hiring or admission of any *Personnel*; or (c) cause a contractor of a *Deloitte Entity* to cease providing services to, with, or on behalf of the *Deloitte Entity*.

**16. Post- Employment Restrictions re: Deloitte Property.** Upon termination of my *Employment*: (a) I will not use or disclose *Deloitte Property*, including, but not limited to, *Confidential Information* and *Works*, for any purpose; (b) I will not retain or take with me any *Deloitte Property*; (c) I will immediately deliver to a *Deloitte Entity* at any location that it designates, at my expense, within one business day after the termination of my *Employment* or on an alternate date designated by a *Deloitte*

*Entity*, any *Deloitte Property* that I may then or thereafter hold or control; and (d) I agree to allow a *Deloitte Entity* to inspect any of my personal or home computers, including smart phones, tablet computers, or any device, media or location capable of storing electronic data, to determine whether any *Deloitte Property* resides on such computers and to permit a *Deloitte Entity* to remove such *Deloitte Property*.

## **OTHER POST- EMPLOYMENT OBLIGATIONS**

**17. Transition of Work and Cooperation.** Upon termination of my *Employment* for any reason, I will cooperate with a *Deloitte Entity* in all matters relating to the completion of pending work and its orderly transfer. I will also cooperate fully with a *Deloitte Entity* in connection with any threat of or actual legal proceeding against a *Deloitte Entity* or any client, customer or licensor of a *Deloitte Entity* arising out of any matter with or of which I had contact or knowledge during my *Employment*.

**18. Notification of Post- Employment Obligations.** I agree that prior to accepting employment or affiliation with another firm or business I will advise such firm or business of my duties and obligations under this Employment Agreement. After my *Employment* ends, I agree that a *Deloitte Entity* shall be permitted to advise any firm or business with which I have accepted an offer of employment or affiliation concerning my duties and obligations under this Employment Agreement.

**19. Certification.** I agree that during or after my *Employment* I will, if requested, provide written certification in such form as the Employer may require that I have complied with my obligations hereunder, including, without limitation, those obligations set forth in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15 and 16 of this Agreement.

## **OUR ENFORCEMENT RIGHTS AND REMEDIES IN THE EVENT OF A BREACH**

**20. Equitable Relief and Attorney's Fees.** I acknowledge and agree that a breach of this Employment Agreement, including, but not limited to, a breach of my duties and obligations under the terms and conditions of Paragraphs 4, 5, 7, 8, 9, 10, 12, 14, 15 or 16 would cause irreparable harm to the *Deloitte Entities* and that, in addition to other remedies, the Employer on behalf of itself or another *Deloitte Entity* is entitled to a temporary restraining order, an injunction or other equitable relief to prevent any such breach. I also acknowledge that, to the extent permitted by law, a *Deloitte Entity* will be entitled to the payment of the *Deloitte Entities'* reasonable costs and attorney's fees incurred in enforcing this Employment Agreement. I also acknowledge that, to the extent permitted by law, the Employer may request that a court extend the one year period following the termination of my *Employment*, as provided in Paragraphs 12 and 15, to correspond with the period that I participated in activities prohibited by Paragraphs 12 and 15.

**21. Liquidated Damages: Client Fees.** I agree that in the event of a breach under Paragraph 12, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

**22. Liquidated Damages: Compensation.** I agree that the precise amount of damages flowing from a breach under Paragraph 15 would be impracticable or extremely difficult to ascertain in an actual amount. Therefore, I agree that in the event of a breach under Paragraph 15, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by or owed to any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

**23. Right of Inspection.** I agree to permit the Employer (or to use my best efforts to enable the Employer) to inspect my books and records (and the books and records of any entity which employs or is associated or affiliated with me), upon request and at reasonable times, to enable the Employer to confirm the calculations described above and to verify compliance with Paragraphs 12 and 15. The Employer shall keep confidential any proprietary information obtained, except as may be necessary or desirable to enable the Employer to enforce its rights under this Employment Agreement and except as may be required by any statute, court or administrative order to decree or government ruling or regulation.

**MISCELLANEOUS**

**24. Governing Law; Choice of Forum.** This Employment Agreement is deemed to have been executed in the Employer's office in **Hyderabad, Telangana, India** and will be construed and governed in accordance with the laws of the Republic of India without regard to its conflicts-of-law principles. You agree to submit to jurisdiction before any court of record in which the Employer's office to which you were assigned is located, or in which a breach of this Employment Agreement may occur, at the election of the Employer, and you waive any right to raise questions of personal jurisdiction or venue in any action the Employer may bring against you in any such court. You further agree to accept service of process/summons/legal notice from the Employer when that process/summons/legal notice is either sent to your last known address by certified mail or served by any other means permitted under the law of the jurisdiction in which the Employer may bring an action against you.

**25. Modifications.** My obligations hereunder may not be changed or modified, released, discharged, abandoned or terminated, in whole or in part, except by an instrument in writing signed by an *Authorized Signatory*.

**26. Severability.** Every provision of this Employment Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such term or provision will be enforced to the maximum extent permitted by law and, in any event, such illegality or invalidity shall not affect the validity of the remainder of the Employment Agreement.

**27. Blue-Penciling.** If any court determines that any provision of this Employment Agreement, or any part hereof, or the application of any such provision, or any part hereof, to any person or circumstance is unenforceable or void, such court shall have the power to modify such provision, or any part hereof, to the extent necessary to render it legal and enforceable while preserving its intent, or if such modification is not possible, by substituting therefore another provision that is legal and enforceable and that achieves the same objective.

**28. Waiver.** None of my obligations under this Employment Agreement shall be deemed to have been waived by the Employer except if the giving of such waiver is contained in a written notice given to me and no such waiver shall be deemed to be a waiver of any other or further obligation I have under this Employment Agreement.

**29. Entire Agreement.** This Employment Agreement, the Employer's employment application, the Terms and Conditions of Service issued pursuant to the offer of employment and any documentation employing me or transferring me to the Employer, contain the entire understanding between me and the Employer or any other *Deloitte Entity* with respect to the subject matter hereof and supersedes all prior representations, warranties, and agreements with respect to such subject matter, and no representations, warranties or other covenants exist with respect to such subject matter that are not contained or expressly referred to herein. Notwithstanding the foregoing, any written agreement between a *Deloitte Entity* and me with respect to the subject matter hereof that was signed by me prior to the effective date of this Employment Agreement shall remain valid and enforceable according to the terms of such agreement with respect to all acts and omissions occurring prior to the effective date of this Employment Agreement. In the event of a conflict between this Employment Agreement and the employment application or any other document purporting to set forth terms and conditions of my *Employment*, this Employment Agreement will control.

**30. Transfer and Assignment.** Unless as the Employer shall otherwise determine, the rights, obligations and benefits of the Employer under this Employment Agreement, including but not limited to those rights and benefits relating to my post-Employment obligations set forth in this Paragraph 30 and in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19 and 23 above, are transferred and assigned, in whole or in part (as the Employer shall determine) and without the need for my consent or the formality of documentation or prescribed processes, to (a) any *Deloitte Entity* in connection with my transfer to that *Deloitte Entity* or (b) any entity that acquires all or a part of the assets or business of the Employer. All provisions of this Employment Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, representatives, successors, and assigns of the Employer and me, and any *Deloitte Entity* to which I may be transferred during my *Employment*, provided, however, none of my duties or obligations under this Employment Agreement may be assigned or transferred by me to any other person or entity without the Employer's prior written approval of such assignment or transfer. Any purported assignments in violation of this Paragraph 30 shall be null and void.

**31. Headings.** The headings contained in this Employment Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Employment Agreement.

I have read the foregoing, understand it, and agree to comply with its terms.

**For Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
 6718FF75DA89400...

Pooja Madhani

**Talent**

**Authorized Signatory**

Effective as of , I accept all the terms and conditions of the Employer as stipulated in this Employment Agreement.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

**EXHIBIT A**

The definitions below apply to the italicized terms that appear in the Employment Agreement (including the exhibits):

**Attest Client** – attest client (or an affiliate of such client) of Deloitte & Touche LLP or a *Deloitte Entity*.

**Authorized Signatory** – a director, officer or other person who is authorized to sign on behalf of a *Deloitte Entity*.

**Confidential Information** – any information not generally known to the public, in any *Form*, that (1) relates to the operation of a *Deloitte Entity* or provides the *Deloitte Entities* with a competitive advantage, (2) consists of Personally Identifiable Information (*PII*) or other personal information about *Personnel*, client and other third party personnel, independent contractors, subcontractors, agents, vendors, suppliers or others which the Employer or another *Deloitte Entity* receives in the course of business, and (3) all other information entrusted to the Employer or another *Deloitte Entity* by clients and other third parties. *Confidential Information* includes, but is not limited to, *Intellectual Property*, supplier information, designs, business or marketing plans, forecasts and financial information, tax returns, tax identification numbers, agreements, client or prospective client lists, specific information about clients or prospective clients such as preferences for specific products and services, client or prospective client needs based on financial history and past purchases of services, client or prospective client development plans, specific rates charged to a client or offered to a prospective client and other business or client records. *Confidential Information* also includes, but is not limited to, debit or credit card information, employment applications, organization charts, performance ratings and other personnel records.

**Deloitte Entity** – the Employer, Deloitte LLP, and any corporation, company, partnership, limited liability company or other entity (a) that (i) is owned, directly or indirectly, in whole or in part, by Deloitte LLP (the “Deloitte U.S. Firms”), including but not limited to Deloitte LLP subsidiaries in India, the Deloitte Touche Tohmatsu verein, Deloitte Global Services Limited, Deloitte Global Services Holdings Limited, Deloitte Touche Tohmatsu Limited (“DTTL”) or any member firm of DTTL or affiliate thereof (collectively, the “DTTL Member Firms”) or (ii) controls, is controlled by or is under common control with any of the entities listed in clause (i); or (b) in which any *Personnel* participated on its behalf, or carried out any duties with respect to its affairs. For purposes of this Employment Agreement, the term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract, or otherwise.

**Deloitte Property** – *Confidential Information*, *Systems*, equipment, debit and credit cards issued in connection with my *Employment*, furniture, facilities and any and all other materials owned, licensed or leased by a *Deloitte Entity*, including, without limitation, computerized or electronic information and all copies thereof in any form or media, created by, furnished to, obtained by or prepared by me in the course of my employment in any capacity.

**Deloitte India (Offices of the US)** – The following companies shall be deemed to be the affiliates of each other and are collectively referred to as Deloitte India (Offices of the US): (i) Deloitte Consulting India Private Limited (ii) Deloitte Tax Services India Private Limited (iii) Deloitte Support Services India Private Limited (iv) Deloitte Financial Advisory Services India Private Limited and (v) Deloitte & Touche Assurance & Enterprise Risk Services India Private Limited.

**Electronic Communications** – all text, audio, video, images, information, data, files and attachments created, displayed, sent, received, posted, accessed or stored, whether deleted or not, by means of the *Systems*.

**Employment** – the nature of my relationship with the Employer or a *Deloitte Entity* pursuant to this Employment Agreement. Alternatively, and depending on context, *Employment* is the period of time during which this relationship persists.

**Form** – paper, computer disc, USB drive, website; any other tangible or electronic medium by which information may be stored or accessed; and human memory.

**Independence** – National Office (Independence) of Deloitte LLP.

**Intellectual Property** – works of authorship (including, without limitation, books, articles, data compilations, software and other copyrightable materials), materials, patents, inventions, designs, techniques, methodologies, processes, discoveries, know-how, ideas, trade secrets, moral rights, trademarks and other indicia of origin together with the goodwill therein, and all patent applications, copyright and trademark applications and registrations, and extensions and renewals thereof, throughout the world.

**Intellectual Property Rights** – all rights, title and interest in Intellectual Property.

**PCAOB** – the United States Public Company Accounting Oversight Board.

**Personal Creations** – *Intellectual Property* that meet all of the following criteria: (1) it is conceived, developed, and created by me on my own time without using *Deloitte Property* or *Personnel* (during work hours), facilities, *Confidential Information* or *Works* of a *Deloitte Entity*, (2) it is unrelated to the actual or reasonably anticipated business or research and development of a

*Deloitte Entity*, and (3) it does not result from any work performed by me and the *Personnel* (during work hours) for a *Deloitte Entity*.

**Personnel** – partners, principals, members, officers and employees of a *Deloitte Entity*.

**PII** – information (excluding business contact information such as an individual's name and one or more of the following: organization name, organizational title, organizational role, business address, business telephone number (including business cell phone number and business email address) relating to an identified or identifiable natural person. An identifiable natural person is a natural person who can be identified, directly or indirectly, by reference to an identification number or factors specific to his or her physical, physiological, mental, economic, cultural or social identity. Set forth below is a non-exclusive list of information that constitutes PII when such information relates to an identified or identifiable natural person:

- Account number (bank account, credit card, etc.)
- Address
- Biometric identifier
- Certificate or license number
- Date of birth
- Government identifiers (such as PAN)
- Name\*
- Personnel Number
- Photograph or video identifiable to an individual
- Vehicle identifier or serial number
- Other information related to an individual that may directly or indirectly identify that individual (e.g., salary, performance rating, purchase history, call history, etc.)

\* Note: When an individual's name is used with PII that is not business contact information, it is included in the definition of PII.

**Pre-existing Agreements or Arrangements** – agreements or arrangements that (1) relate to any *Pre-existing Creations*; or (2) may affect my ability to comply with the requirements of this Employment Agreement, including all contractual and other restrictions or obligations with other parties, including any post-employment restrictions and required notifications to the extent applicable under 18 United States Code §207, CFR 3.104-4, and India laws, rules and regulations that may or will impose limitations on my professional activities during my *Employment* (such as any non-compete agreements with prior employers and the one-year ban on lobbying contacts).

**Pre-existing Creations** – any *Intellectual Property* and *Intellectual Property Rights* that were developed or created by me, alone or with others, or otherwise acquired by me, before the period of my employment in any capacity with the Employer, in which I claim any ownership or right.

**Proceedings** – past or pending (1) actual or threatened claims or complaints of, or arising out of service to, present or former clients, (2) regulatory, self-regulatory, disciplinary, administrative, civil or criminal investigations, inquiries, charges, complaints, actions, sanctions, alternative dispute resolution proceedings, other proceedings or matters (other than criminal proceedings which relate solely to the operation of a motor vehicle) of any kind or nature, in India or any other jurisdiction, against me, including criminal proceedings arising out of my provision of professional services, proceedings brought by a professional association, or proceedings involving the Securities and Exchange Board of India, United States Securities and Exchange Commission or the PCAOB, other professional bodies like the Institute of Chartered Accountants of India or (3) matters of any kind or nature which could adversely affect my association with the Employer or my ability to perform my duties or responsibilities to the Employer, whether set forth in this Employment Agreement or otherwise, or my registration with or licensure by any governmental, quasi-governmental, or other regulatory agency, body or entity, in or outside the United States or India.

**Systems** – the communications systems or any part of such systems that a *Deloitte Entity* owns, licenses or operates and approves for use, including, but not limited to, e-mail, text messaging, Lotus Notes, Deloitte Online (eRoom), instant messaging, local area network, wide area network, Intranet (e.g., DeloitteNet, D Street), Internet, extranet, collaborative tools (e.g., blogs, wikis, etc.), laptop and desktop computers, servers, air cards, Personal Digital Assistants, cell phones, telephones and voicemail.

**Works** – all *Intellectual Property*, in any *Form*, created by me, alone or with others, during the period of my *Employment* that (1) is created within the scope of my *Employment*; (2) relates in any manner to the actual or anticipated business, research, or development of a *Deloitte Entity*; (3) results from any work assigned to or performed by me, alone or with others, for the Employer; or (4) is created with the use of *Deloitte Property*.

**EXHIBIT B****Pre-existing Creations; Pre-existing Agreements or Arrangements**

I understand and agree that the Employer makes no attempt to verify my claim of ownership to any of the *Pre-existing Creations* listed, and makes no admission that any *Pre-existing Creations* listed are owned by me.

[If yes, please enter details below]

Yes, I do have *Pre-existing Creations*, *Pre-existing Agreements or Arrangements*

No, I do not have *Pre-existing Creations*, *Pre-existing Agreements or Arrangements*

<b><u>Title</u></b>	<b><u>Date</u></b>	<b><u>Brief Description</u></b>
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\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Print)

ACCEPTED AND AGREED TO:

**Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
6718FF75DA89400...

Pooja Madnani

**Talent**

Its: *Authorized Signatory*

\_\_\_\_\_  
Date

An *Authorized Signatory's* signature is required only if *Pre-existing Creations* or *Pre-existing Agreements* or *Arrangements* are listed pursuant to Paragraphs 2 and 11 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment made in light of Paragraph 2 that *Pre-existing Creations*, if any, are described and explained in sufficient detail so that the likelihood of confusion between the employee's *Pre-existing Creations* and the *Intellectual Property* of a *Deloitte Entity* can be avoided or minimized in the future and further indicates that the *Pre-existing Agreements* or *Arrangements* have been obtained and reviewed and that the *Authorized Signatory* is satisfied that such *Pre-existing Agreements* or *Arrangements* will not interfere with the employee's ability to comply with the requirements of this Employment Agreement.

**EXHIBIT C**

**Proceedings**

[none, unless otherwise specified]

Yes, I do have *Proceedings* to report

No, I do not have *Proceedings* to report

My signature below certifies that to the best of my knowledge, the information I have provided above, pursuant to Paragraph 3, is complete and accurate.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date



**EXHIBIT D**

**Exceptions to Post-Employment Restrictions: re: Clients**

[none, unless otherwise specified]

As specified in Paragraph 13, I agree that after a period of three (3) years from my start date or the date of my employment, as the case may be, the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on Exhibit D to support the application of the obligations of Paragraph 12 to those clients.

Yes, I do have  
Post-Employment Restrictions  
re: Clients

No, I do not have  
Post-Employment Restrictions  
re: Clients

<u>Name of Client</u>	<u>Specified Kind of Services(s) Permitted</u>
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ACCEPTED AND AGREED TO:

**Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
6718FF75DA89400...

Pooja Madnani

**Talent**

Its:     Authorized Signatory	_____
	Date

I have read and understood the above policy terms.

_____	_____	_____
Signature	Name	Date

A n *Authorized Signatory's* signature is required only if information is provided pursuant to Paragraph 13 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment that criteria in Paragraph 13 have been fully satisfied, the clients listed have been properly identified, and the kinds of services permitted have been described with sufficient specificity.

## Terms and Conditions of Service

In continuation to our offer of employment with **Deloitte Tax Services India Private Limited** (the "Employer"), please note the terms and conditions of service.

The italicized terms in these Terms and Conditions of Service are defined in **Exhibit A** of the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement hereto.

### Terms of Service

#### 1. COMPLIANCE WITH INDEPENDENCE, ETHICS AND OTHER REQUIREMENTS

Deloitte & Touche LLP performs attest services for certain of its clients and is subject to the independence requirements of, among others, the United States Securities and Exchange Commission (SEC), the United States Public Company Accounting Oversight Board (PCAOB), and the American Institute of Certified Public Accountants (AICPA). These requirements mandate that certain of the Employer's employees and their relatives be independent of some or all of such attest clients and their affiliates in accordance with the policies of Deloitte LLP and its subsidiaries (the "Deloitte US Entities").

Upon joining the Employer, you will be asked to review a listing of the attest clients and the affiliates of such clients of certain of the Deloitte US Entities and disclose relationships or financial holdings that you or your relatives may have that could affect the independence of the Deloitte US Entities. Any relationships or holdings that conflict with, among other things, the requirements of the SEC, the PCAOB or the AICPA or the independence or ethics policies of the Deloitte US Entities will need to be resolved immediately. Further, you will be required to comply with these policies throughout your career with the Employer, including, when applicable, maintaining a current list of certain of your financial interests (but not their value) in the independence tracking system.

As a condition to your joining the Employer and continued employment, you are required to complete a representation regarding your understanding of, and compliance with, independence and other matters, on a periodical basis (as requested beginning on or prior to the date of you joining the Employer, annually thereafter, and upon certain changes in your role in the Employer), the details of which are provided in the independence representation. An example copy of this representation form is available for your reference on [www.deloittenet.com](http://www.deloittenet.com). The representation should be made to the best of your knowledge and ability. It is your responsibility to consult on any matter should you be uncertain or have a question. You are also requested to refer to [www.deloittenet.com](http://www.deloittenet.com) and *Independence* for more information in this respect. The representations made by you will be subject to an audit and may be reviewed by Deloitte LLP representatives and shared with certain third parties. If you are selected for such an audit, you will need to submit certain personal financial records to Deloitte LLP's internal audit team. Please be assured that Deloitte LLP fully intends to keep all information obtained through the audit process confidential and secure. You hereby give your consent to Deloitte LLP to use the information provided by you for such purposes as provided in the policies regarding independence and ethics.

In the event you (i) do not cooperate or comply with the independence requirements, or (ii) do not complete the necessary representations, or (iii) make inaccurate representation(s); you may be subject to disciplinary action including and up to termination of employment with the Employer.

Please feel free to contact or consult *Independence* should you require any further information or if you have any specific concerns in this respect.

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#### 2. NON DISCLOSURE, NON SOLICIT AND INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AGREEMENT ("Employment Agreement")

You will be expected to sign the Employer's Employment Agreement. Please contact Talent for further details.

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#### 3. HARRASSMENT POLICY

**Administrative Policy Release ("APR") 213** is the Employer's policy prohibiting harassment. Deloitte LLP's subsidiaries located in India ("Deloitte India (Offices of the US)") are committed to providing a working environment that is free from harassment based on caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis, in accordance with applicable Indian central, state or local law. Expressly forbidden are unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Depending on the circumstances, such harassment may also include conduct such as stereotyped or demeaning remarks or gestures or the display or circulation, whether in writing or electronically, of materials or pictures offensive to persons because of their caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis in accordance with applicable Indian central, state or local law. The full policy will be accessible to you on DeloitteNet after joining Deloitte U.S. India.

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#### 4. WORKING HOURS, HOLIDAYS, LEAVES AND MATERNITY BENEFITS

You will be provided with your standard working hours, which may vary over the course of your career. The Employer may, from time to time, subject to applicable laws, require the employee to work beyond these hours.

You shall be entitled to paid holidays and leave as per the Employer's policies.

Women employees are eligible for maternity benefits as per the recent amendments (2017) in the maternity benefit act, 1961, including having 26 weeks of maternity leave with pay, as applicable.

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#### 5. RETIREMENT AGE

The age of retirement for employees of Deloitte India (Offices of the US) is 60 years. Your employment will therefore automatically terminate at the end of the month in which you attain 60 years.

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#### 6. TRANSFERS

You may be transferred, assigned, or asked to attend training at the offices of a Deloitte Entity or its clients or third parties in India or abroad with or without additional compensation. In such an event, you will also be governed by the terms and conditions of service applicable to the transfer, assignment, or training.

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#### 7. NOTICE PERIOD FOR TERMINATION OF SERVICES

The notice period for termination of your services is **60 Days** by either side and/or salary in lieu of notice period on part of the Employer only.

The Employer expects all employees to maintain the highest standards of professional conduct at all times.

In order to assure orderly operations and provide the best possible work environment, the Employer expects you to follow rules of conduct that will protect the interests and safety of all personnel, including but not limited to the Code of Ethics and Professional Conduct.

In the event of any breach of the Code of Ethics and Professional Conduct, non-performance of a contractual obligation or the terms and conditions laid down in this Annexure, or if you engage in any misconduct whether or not in connection with or affecting the business or affairs of the Employer or the work conduct, as specified by Employer, you will be subject to disciplinary action up to and including termination of your services/ employment with the Employer without any notice or payment in lieu of notice notwithstanding any other terms and conditions stipulated herein.

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#### 8. MISCONDUCT

Misconduct may include but is not limited to:

- Irregular attendance: repeated or excessive absence, tardiness or early departures/ late comings without approval.
- Unreported or unapproved absence (including overstay of leave) for more than five consecutive days or deviation from assigned and accepted schedule for more than five days.
- Falsification or manipulation in background verification process or employment records, employment information, or other records prior to or after joining the Employer.
- Falsification or manipulation of Deloitte Time & Expense (DTE).
- Knowingly providing false statements, either verbally or in written form.
- Neglect of normal duties and functions.
- Practices such as reading personal materials during working time, having obscene or inappropriate posters or screen savers at your work station, playing games at your work station, etc.
- Continued discharge of work functions that do not meet the standards reasonably expected.
- Breach of the confidentiality provision in the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement including disclosing to any unauthorized person any *Confidential Information* or *PII*.
- Willful insubordination or disobedience, whether or not in combination with another, of any lawful and reasonable instructions of any member of management or any authorised person.
- Engaging in unapproved outside employment and activities as defined in APR 218 (US & IND)

([https://deloittenet.deloitte.com/About/Policies/Admin/Pages/218\\_OutsideEmploymentActivities\\_US.aspx](https://deloittenet.deloitte.com/About/Policies/Admin/Pages/218_OutsideEmploymentActivities_US.aspx)).

- Installing, downloading, copying or duplicating any unauthorized or unlicensed software, programs, games, or attachments on any computer system of the Employer or of any *Deloitte Entity* or its clients.
- Engaging in any illegal activities.
- Workplace violence, including threats of physical violence.
- Corporate credit card delinquencies.
- Causing damage to the property of the Employer, any *Deloitte Entity*, its clients, or their respective personnel
- Going on or abetting a strike in contravention of any law.
- Theft of any property belonging to another, the Employer or any *Deloitte Entity*, or their respective personnel, clients, or visitors
- Possession of firearms, explosives, knives or any instruments that can be used as an injurious or deadly weapon in the workplace or at any *Deloitte Entity* sponsored event.
- Corruption, fraud, or misappropriation of funds.
- Failure to comply with the policies, guidelines, rules and regulations of the Employer or a *Deloitte Entity* as applicable.
- Excessive personal use of the Employer's telephone, fax or computer systems.
- Failure to adhere to applicable laws.
- Any act prejudicial to or in conflict with the interests of the Employer or a *Deloitte Entity*.

The above terms and conditions are based on, and should be read in conjunction with, the Employer's policies, guidelines, procedures and other rules currently applicable, including but not limited to Administrative Policy Releases (APRs) and Deloitte India (Offices of the US)'s other policies, guidelines, rules, and regulations. The above rules are subject to amendments from time to time and the amended rules, policies, procedures, and guidelines would be posted on the Employer's Intranet site i.e. <https://deloittenet.deloitte.com/Pages/Home.aspx> for employee reference. The policies will be updated from time to time in the future and we deem to have your consent to any and all such changes. Furthermore, upon acceptance of employment with the Employer, you may be requested to read and acknowledge acceptance of various policies and guidelines of the Employer. It is expected that you will read and acknowledge all such communications.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name



### Training Agreement

On behalf of **Deloitte Tax Services India Private Limited**, please accept our congratulations on your recent offer of employment to join the Company as **Tax Consultant I** pursuant to the terms and conditions of your offer letter dated **August 26, 2024**. You made a very favorable impression with everyone you met and we are excited about the possibility of you joining the Company.

As you may be aware, as a condition of employment with the Company, you may be required to travel Overseas to attend a series of training sessions for a period of up to 90 days. This training will be a combination of classroom procedural training as well as on-site training to observe employees conducting similar work at various client locations. This training represents the confidence we have in your ability to be a valuable member of the practice of the Company.

As per Company policy, we kindly bring to your attention that all employees attending training overseas are required to sign a Training Agreement which will obligate the employee to repay a calculated amount of the costs associated with the training, only if the employee resigns his/her position or are terminated for cause within a specified period after completion of the training (usually between 6 to 18 months). This repayment obligation disappears after the specified period of time has lapsed. We all look forward to seeing you again soon and having you join our team of outstanding professionals.

Sincerely,

For **Deloitte Tax Services India Private Limited**

DocuSigned by:

*Pooja Madhani*

6718FF75DA89400...

By:

Signature

**Authorized Signatory**

**Deloitte Tax Services India Private Limited****Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District, CIRCLE 3, Hyderabad - 500032, Telangana, India****Tel: +91 040 67621000  
www.deloitte.com****Subject: Offer of Employment****Dear GAGANDEEP V S**

On behalf of **Deloitte Tax Services India Private Limited** (the "Employer" or "Company"), I am pleased to confirm our offer of employment to you as **Tax Consultant I** based in **Hyderabad**.

We extend this offer, and the opportunity it represents, with great confidence in your abilities. You have made a very favorable impression with everyone you met and we are excited with the prospect of you joining our organization on **OCT 12, 2022**.

Your immediate manager will communicate details of your role and work responsibilities in the initial weeks of your joining the Employer. During your employment, the Company may require you to work on any project that you are assigned to, on any technical platforms/skills and nature of the project, in differentiated work timing, at designated work space and location as may be decided by the company.

As part of your annual compensation, you will receive a Total Salary of **382500** and, will be eligible for a performance linked variable bonus. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount could vary depending upon the business and individual performance each fiscal year and, in some situations, could exceed the payout range indicated. Any amounts paid will be subject to statutory and other deductions as per Employer policies and practices. The details of your compensation breakdown are provided in the attached Annexure A.

As an incentive to join the Company, you are eligible to receive a joining bonus of **Rs./₹ 100,000/-** subject to your reporting for full-time employment on **OCT 12, 2022**.

. This amount will attract applicable taxes and will be processed as part of your first month's payroll. You will have an obligation to repay the entire amount of your joining bonus if you resign your position or are terminated for cause by the Company within **12 months** of your start date.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

Your employment with us will be governed by the Terms and Conditions as detailed in **Annexure B**, as well as any and all rules, regulations, guidelines, policies and practices of the Employer, which may be amended from time to time. Deloitte LLP and its U.S.-based subsidiaries (the "Deloitte U.S. Firms") requires their employees to make the necessary representations regarding independence and other matters. Because the Employer is an Indian subsidiary of Deloitte LLP, we must also comply with these independence requirements. Accordingly, this offer is conditional upon you agreeing to make such representations under the Employer's Independence Representations requirements, as further explained in **Annexure B**.

Your compensation details are confidential, and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization. We would like you to join the Employer on, or an alternative mutually agreed upon date.

This offer letter, together with the Annexures described herein, and the Non-Disclosure, Non Solicit and Intellectual Property Rights Assignment Agreement, the Information Security Policy (which you are required to sign upon joining), constitute the entire agreement between the parties with respect to the subject matter of this offer, and supersedes all other previous or contemporaneous oral or written representations, understandings or agreements relating to the subject matter of this offer between you and the Employer or its affiliates.

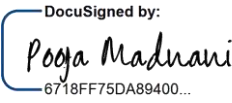
In compliance with applicable laws, Deloitte India (Offices of the US) provides its professionals with home pick-up and drop transport services within **pre-defined** boundary if their shift timings are between 8:30 p.m. - 6:00 a.m. in Hyderabad, 9:00 p.m. - 6:00 a.m. in Mumbai, Pune; 7:00 p.m. – 6:00 a.m. in Gurugram, 8:00 p.m. - 6:00 a.m. in Bengaluru, Chennai, and Kolkata.

This letter and **Deloitte Tax Services India Private Limited** employment application are intended to be final. To accept the offer and the terms of this letter, please sign below in the space provided within three business days.

everyone you have interviewed with joins me in extending to you congratulations and warm regards. We look forward to you joining our team.

Sincerely,

**For Deloitte Tax Services India Private Limited**  
Best regards,

By:   
Signature

**Authorized Signatory**

**Acceptance**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Annexure A****Tax Consultant I -**

<b>Description</b>	<b>Monthly</b> (Rs. per month)	<b>Annual</b> (Rs. per Annum)
Basic Pay	<b>17,500</b>	<b>210,000</b>
House Rent Allowance (HRA)	<b>8,750</b>	<b>105,000</b>
Special Allowance <sup>1a &amp; 1b</sup>	<b>11,867</b>	<b>142,404</b>
Leave Travel Allowance <sup>2</sup>	<b>1,750</b>	<b>21,000</b>
Differential Allowance	<b>5,833</b>	<b>69,996</b>
Meal Card <sup>3</sup>	<b>2,200</b>	<b>26,400</b>
Employer's contribution to PF	<b>2,100</b>	<b>25,200</b>
<b>Total Salary (in Rs.)</b>	<b>50,000</b>	<b>600,000</b>
Variable Bonus*	You are eligible for a performance linked variable bonus. It will be paid out at the end of the fiscal year, as applicable and on the basis of your individual performance and performance of the business	
Medical Insurance Premium <sup>4</sup>	<b>3,014</b>	<b>36,167</b>

\*The Variable Bonus will vary, primarily based on your individual performance and the performance of the business, during the Employer's fiscal year which is June through May. Your performance will be formally assessed as a part of the Employer Performance Review Cycle Process. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount will vary depending upon the business and individual performance and in some circumstances, could exceed the payout range indicated. The performance of all the employees who have joined the Employer prior to March 1st will be assessed for the fiscal year ending in May. The disbursement of a Variable Bonus, if applicable, is subject to you being active on the rolls of the Employer, during the Annual Incentive Program payout cycle for the fiscal year. For employees joining during the period March 1st to May 30th, a prorated Variable Bonus, if applicable, will be based on the first year-end review ratings in the subsequent year and paid during the Annual Incentive Program payout cycle of that year. The Variable Bonus will not be paid in the event of termination of employment for any reason on or before the disbursement time. The application and interpretation of, and any determinations related to, the Variable Bonus is at the sole discretion of Employer. Employer may amend or terminate the Variable Bonus at any time. All compensation and benefits are based on employee's position with the Employer in India.

Contd/-....



Annexure A

<sup>1</sup>All employees may claim tax exemption, subject to tax rules from time to time, from their Special Allowance component, expenses incurred towards communication and Driver / Fuel & Maintenance Expenses as per eligibility mentioned below:

**Employee Level -  
Tax Consultant I**

<sup>1a</sup>Communication Expenses

<sup>1b</sup>Fuel Expenses

Only one Post paid mobile, one Land Phone  
and One internet connection bill(s) can be  
claimed.

Petrol / Driver / Insurance / Repairs &  
Maintenance

**Rs./₹ 3,000/-** per month

**Rs./₹ 7,500/-** per month

<sup>1a</sup> The internet/telephone/mobile bills should be in the Employee's name.

<sup>1b</sup> For claiming vehicle running expenses (Driver / Fuel / Repairs & Maintenance expenses) the vehicle has to be in the name of the Employee and the current tax rules are as under. The above limits will be applicable for all those who are on company car lease program and the below limits will apply for all those who are on self-owned car. In case of company leased car, taxability would be as per the current perquisite valuation rules.

Nature of Expenses	Own Vehicle –Maximum Tax exemption limit per month		
	4 Wheelers (Engine Capacity)		
	<= 1600 cc	> 1600 cc	Two Wheelers
Fuel & Maintenance	Rs. 1,800	Rs. 2,400	Rs. 900
Driver's Salary	Rs. 900	Rs. 900	Not applicable

All employees at and above **Senior Staff** are eligible for the company car lease program. If you choose to avail of this benefit, the amount towards lease rental will be paid by the firm on your behalf to the leasing company and your compensation structure will be adjusted accordingly. A revised letter with the new compensation structure will be issued that will supersede this letter for all practical purposes.

<sup>2</sup> The Leave Travel Allowance (LTA) will be paid on a monthly basis as an allowance with tax deducted at source. If you choose to avail the tax benefit on LTA, you should submit proof of expenses incurred by you for Self and / your immediate dependents. The taxability or otherwise of LTA will be as per the Income Tax Act 1961, details of which will form part of the LTA Form.

<sup>3</sup> Meal Card amount will be credited at the start of each month and for the first month (For New Hires) prorated amount will be processed as part of payroll. If not collected, it will be processed as a taxable amount with the salary.

<sup>4</sup> Annual Floating Medical Insurance Coverage for self and **6 dependents** is being paid by the Employer on your behalf. The premium amount is subject to change every year post renewal of insurance policy. In case you opt for an enhancement of the coverage limit, the additional premium will be adjusted accordingly from the special allowance.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

You may also be eligible to either a One-time Stipend or a temporary lodging basis joining the registered office location, you will receive a survey from Deloitte prior to your joining.

You may select the best option for availing the relocation assistance. If an employee who has availed this reimbursement decides to quit within 18 months from the date of relocation claim for whatever reason, the relocation reimbursement paid to the employee will be recovered in full, from the employee's full and final settlement.

By joining the Company, you will become a member under the 'Deloitte USI Employees Welfare Trust' and may be required to make a nominal contribution as a member.

Original bills towards the above components should be submitted during the Income Tax fiscal period evidencing the expenditure to get Income Tax exemption, failing which the same will attract applicable Income Tax.

Submission of false, tampered or altered bills as proof of expense for any of the above components will result in disciplinary action including termination of employment.

**Your compensation above is subject to income tax deduction per rules and guidelines prescribed under the prevailing tax laws. This may change from time to time in line with the amendments done in tax laws.**



## Annexure B

### **Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement ("Employment Agreement")**

In consideration of my employment by **Deloitte Tax Services India Private Limited**, an Employer incorporated under the provisions of the Companies Act, 1956 and having its registered office **Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District, CIRCLE 3, Hyderabad - 500032, Telangana, India** (the "Employer") as **Tax Consultant I** - and other valuable consideration, I acknowledge and agree that:

#### **PRELIMINARY MATTERS**

**1. Defined Terms.** The italicized terms in this agreement (the "Employment Agreement") are defined in **Exhibit A** hereto.

**2. Pre-existing Agreements or Arrangements.** I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Agreements or Arrangements*. The Employer expects me to abide by all restrictions or obligations that are contained in such Pre-existing Agreements or Arrangements and to avoid involvement, while employed by the Employer, in any matter that could pose a conflict as a result of confidential information or intellectual property obtained by me prior to my *Employment*. I further represent that none of these restrictions or obligations, including those set forth in any non-compete agreements with prior employers, is inconsistent with my acceptance of the Employer's offer of *Employment* or my becoming, and serving as, **Tax Consultant I** of the Employer. To the extent applicable and if I am joining the Employer after having served as an employee or official of the United States Government, I further represent that: (1) I have disclosed my prior participation, if any, in any discussions or negotiations with, or decisions to award contracts to, the Deloitte U.S. Firms while I was employed by the United States Government; and (2) I had either recused myself or had not played an active role in the applicable United States Government agency's decision to award any contracts to the Deloitte U.S. Firms while I was employed by the United States Government.

#### **PROTECTION OF OUR BUSINESS**

**3. Reporting of Proceedings.** Except as provided by law and except as I have disclosed in writing on **Exhibit C** to this Agreement, I represent and warrant that I have no *Proceedings* to report. Should I become a subject of any *Proceedings* during my association with the Employer, I agree to immediately report, in writing, all relevant facts to the Chief Talent Officer of Deloitte LLP, the Regional Talent Director of the Employer, and the Chief Ethics and Compliance Officer of Deloitte LLP. I understand that my responses are subject to audit and review by the Employer and others in accordance with applicable professional, ethical, legal, or Employer requirements, rules, regulations, policies, or practices, or other requests.

**4. Confidentiality.** I acknowledge that, by virtue of my *Employment*, I will acquire and be exposed to, have access to, make use of and/or create *Confidential Information*. Therefore, I agree to hold in trust and confidence all such *Confidential Information*. I will neither disclose any such *Confidential Information* to anyone outside a *Deloitte Entity* without the prior written approval of an *Authorized Signatory*, except as required by my authorized duties for the Employer, nor use any such *Confidential Information* for any purpose other than for the benefit of a *Deloitte Entity*.

**5. Third Party Information and Property.** I agree that during my *Employment*, I shall not use or disclose any confidential information or intellectual property of any former employer or other person or entity without the prior written authorization of such employer, person or entity and the prior written consent of an *Authorized Signatory*. If I were to use or disclose any such Confidential Information or Intellectual Property without prior consent, and any of the *Deloitte Entities* become the subject of any claim from a third party regarding such unauthorized use or disclosure, I agree to hold harmless and indemnify the *Deloitte Entities* for any legal defense costs and/or damages related to any such claim.

**6. Authorization.** Only employees of the Employer holding a senior or managerial position with the Employer will be authorized by a specific authorization, delegation, or power of attorney to sign legal documents, representing the Employer. Similarly, only such authorized employees of the Employer may speak about the Employer, the business and plans, various client-related projects etc.

**7. Competing Activities and Conflict of Interest.** During the period of my *Employment* I will not, directly or indirectly, participate in or in any way render services or assistance to any business that is or may be competitive with a *Deloitte Entity*, whether or not for compensation, or engage in any conduct which might result in, or create the appearance of using my position for private gain or other than for the benefit of a *Deloitte Entity*, or otherwise create a conflict, or the appearance of a conflict, of interest with a *Deloitte Entity*. Such conduct shall include, but not be limited to, having an undisclosed financial interest in any vendor or supplier of a *Deloitte Entity*, accepting payments of any kind or gifts other than of a nominal value from vendors, clients or suppliers, or having an undisclosed relationship with a family member or other individual who is employed or

associated with any entity in active or potential competition with a *Deloitte Entity*, and which creates a conflict of interest. I represent and warrant that I am not currently aware of any present or past violation of this provision.

**8. Authorization to Access Systems and Electronic Communications and use of Deloitte Property.** I understand that while employed with a *Deloitte Entity*, I will use and have access to the Systems. I also acknowledge that a *Deloitte Entity* has the right at any time to access, retrieve, delete, monitor, examine, use and/or disclose my Electronic Communications and information from (or about) me and the content, without notice to me, and that such *Electronic Communications* are considered part of a *Deloitte Entity's* business and client records and are not to be considered private or personal to me or any other *Personnel*. I further acknowledge that this right extends to *Electronic Communications* transmitted for either a business or personal purpose.

I agree that I am authorized to access the *Systems* only for approved business purposes and occasional personal use if such use does not interfere with my work responsibilities and other required business activities, business operations, or *Systems* performance. However, I also acknowledge that such occasional personal use does not create an expectation of privacy as to any of my personal *Electronic Communications* and, as such, are *Deloitte Property*.

I further acknowledge that I am not authorized to use the *Systems* for personal gain or any illegal or unethical use. I agree that under no circumstances am I authorized to access any of the *Systems* for the purpose of obtaining *Deloitte Property* for a competitor of a *Deloitte Entity*, transmitting *Deloitte Property* to me (e.g., emailing *Confidential Information* to my personal email address) or to a third party for purposes other than furthering the business objectives of a *Deloitte Entity*. I am not authorized to download a *Deloitte Entity's Confidential Information* or other *Deloitte Property* to removable media such as a CD Rom, disk or thumb drive other than as authorized for furthering the business objectives of a *Deloitte Entity*.

I will be responsible for the safe keeping and return in good condition and order of all the *Deloitte Property* that may be in my use, custody, care or charge. For the loss of any *Deloitte Property* in my possession or custody or for which I have been assigned responsibility, the Employer will have a right to assess on its own basis and recover from me, the damages in respect of such materials (out of the amounts due to me or otherwise) and to take such other legal action as it deems appropriate including termination of my employment without notice or payment in lieu thereof in the event of my failure to account for such material or property to its satisfaction.

**9. Security.** I am provided with a worktable and lockable storage space. I will ensure they are locked when unattended and understand that a duplicate key will only be provided if I sign for it. I am required to display my identity card to the appropriate security personnel on demand and at all times within the office premises.

**10. Ownership of Works.**

a. I agree that the Employer owns all rights, title and interest in and to all *Works*.

b. I agree that all *Works* are deemed works made for hire under India copyright or applicable laws or equivalent laws of any applicable foreign jurisdiction, and all *Intellectual Property Rights* therein vest automatically in the Employer upon creation of the *Works*. I agree that, to the extent any *Work* is held not to be a work made for hire, I hereby irrevocably assign all *Intellectual Property Rights* in the *Work* to the Employer. Notwithstanding anything contained in Section 19(4) of the Indian Copyright Act, 1957, I agree that such assignment shall continue to be in force for perpetuity irrespective of whether or not the Employer exercises its rights as the assignee for any period of time.

c. I will at all times, even after termination of my *Employment*, do whatever the Employer reasonably requests of me, at the Employer's expense, to document the assignment of any *Works* to the Employer or to assist the Employer in pursuing, renewing, extending or assigning any *Intellectual Property Rights*, and otherwise perfecting, protecting and enforcing said *Intellectual Property Rights* in, any *Works*. I agree that, as between me and the Employer, the Employer shall be the sole author, inventor, and owner of all such *Works* and *Intellectual Property Rights* therein throughout the world, and that the Employer shall have the sole right to seek copyright registrations, patents or trademark registrations, including all extensions and renewals thereof. I also hereby agree that I waive all moral rights in any *Works*.

I also agree to assign all my right, title and interest in and to any particular *Works* to a third party as directed by the Employer.

In the event the Employer is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraphs, I hereby irrevocably designate and appoint the Employer and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and in my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraphs with the same legal force and effect as if executed by me. I hereby waive any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any *Works* assigned hereunder to the Employer.

d. During a 12 month period after termination of my *Employment*, I agree that any *Intellectual Property* I create or conceive that results from and is related to any work assigned to or performed by me for the Employer, or that was created using *Deloitte Property*, is a *Work* that is subject to Paragraph 10 (b) above. For purposes of clarification, the foregoing provision is in addition to, and not in limitation of, any rights and remedies the Employer may have under the applicable laws protecting *Intellectual*

*Property of the Deloitte Entities.*

e. I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Employer) of all *Works* developed by me during the period of my employment with the Employer, which records shall be available to and remain the sole property of the Employer at all times.

**11. Pre-existing Creations; Personal Creations.** My obligations in Paragraph 10 do not apply to *Pre-existing Creations* and *Personal Creations*. I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Creations*. I acknowledge and agree that I will not assert any ownership rights against the *Deloitte Entities*, or their respective clients, with respect to any *Pre-existing Creations* unless they appear on **Exhibit B**, and **Exhibit B** has been accepted and agreed to by an *Authorized Signatory* who has signed at the bottom of such **Exhibit B**. I further agree that I shall not use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment* without the prior written consent of an *Authorized Signatory*. To the extent that I use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment*, I agree that, except as otherwise provided in a written agreement executed by me and the Employer, I hereby grant to the Employer an irrevocable, royalty free, perpetual, fully paid up, transferable, sub-licensable license to use, reproduce, distribute, display, perform, modify and create derivative works of and otherwise exploit such *Pre-existing Creations* or *Personal Creations* for any purpose including, but not limited to, client engagements.

**12. Post- Employment Restrictions re: Clients.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or serving of certain clients related to my work for a *Deloitte Entity* would necessarily involve the unauthorized use or disclosure of *Confidential Information*, and the proprietary relationships and goodwill of the *Deloitte Entities*, and, in the case of my serving of certain clients, could compromise the full compliance of the Employer or another *Deloitte Entity* with the applicable laws, rules and regulations of a U.S. or India regulatory body or other independence-related requirement of a regulatory body. Accordingly, during the period of my *Employment* and for a period of one year thereafter, I will not, directly or indirectly, solicit or provide services to any existing client of a *Deloitte Entity* with which I had personal contact and provided services during the two-year period prior to termination of my *Employment*.

**13. Exceptions to Post- Employment Restrictions re: Clients.** I understand that the obligations of Paragraph 12 will not apply for a period of three (3) years after my start date or the date of my promotion or transfer to clients of a *Deloitte Entity* and/or certain specified kinds of services rendered to such clients that meet all of the following criteria: (a) are personal clients of mine who came to a *Deloitte Entity* solely to avail themselves of certain specified kinds of services rendered by me and only as a result of my own independent recruitment efforts, which a *Deloitte Entity* neither subsidized nor otherwise financially supported as part of a program of client development, (b) are listed on **Exhibit D** expressly by name with respect to client and with sufficient specificity with respect to the kinds of service(s) that I will be permitted to render, and (c) are accepted and agreed to as to their listing on **Exhibit D** by an *Authorized Signatory* who has signed at the bottom of such Exhibit. I agree that after a period of three (3) years from my start date or the date of my promotion or transfer the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on **Exhibit D** to support the application of the obligations of Paragraph 12 to those clients.

**14. Future Employment with Clients.** Except as otherwise provided herein, I understand that I am not prohibited from accepting employment with a client (or an affiliate of such client) of a *Deloitte Entity*. Before entering into substantive discussions with an *Attest Client* regarding any employment opportunity, I acknowledge and agree that during my *Employment* and for five years thereafter I must first notify *Independence* and obtain prior written approval from *Independence*. I acknowledge and understand that it is the intent of the Employer to interpret and apply this provision (a) in an effort to ensure the full compliance of the *Deloitte Entities* with applicable U.S. and India laws, rules, and regulations; (b) to serve the public interest; and (c) to protect the legitimate interests of the *Deloitte Entities* or their respective *Attest Clients* under applicable U.S. or India laws, rules and regulations in a manner that is no greater than is reasonably necessary to protect such interests and without being unduly harsh and oppressive to me and my interests in future employment with an *Attest Client*. Further, I acknowledge and agree that because of, among other things, the importance of the *Deloitte Entities* remaining in compliance with applicable independence rules, such approval may be withheld by *Independence* in the event that my employment with an *Attest Client* would, in the view of Deloitte LLP, be inconsistent with applicable laws, rules and regulations or jeopardize the independence of a *Deloitte Entity* with respect to such *Attest Client*.

**15. Restrictions re: Personnel and Contractors.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or hiring or of any of its *Personnel* or contractors of the *Deloitte Entities*, or my participation in their hiring, admission or retention, would necessarily involve the unauthorized use or disclosure of *Confidential Information* or the proprietary relationships and goodwill of the *Deloitte Entities*. Accordingly, during my *Employment* and for one year thereafter, I will not, directly or indirectly, (a) solicit or attempt to solicit, or participate in the solicitation of or any attempt to solicit any *Personnel* to leave a *Deloitte Entity*, or to join any firm or business with which I may be or become affiliated; (b) participate in the hiring or admission of any *Personnel*; or (c) cause a contractor of a *Deloitte Entity* to cease providing services to, with, or on behalf of the *Deloitte Entity*.

**16. Post- Employment Restrictions re: Deloitte Property.** Upon termination of my *Employment*: (a) I will not use or disclose *Deloitte Property*, including, but not limited to, *Confidential Information* and *Works*, for any purpose; (b) I will not retain or take with me any *Deloitte Property*; (c) I will immediately deliver to a *Deloitte Entity* at any location that it designates, at my expense, within one business day after the termination of my *Employment* or on an alternate date designated by a *Deloitte*

*Entity*, any *Deloitte Property* that I may then or thereafter hold or control; and (d) I agree to allow a *Deloitte Entity* to inspect any of my personal or home computers, including smart phones, tablet computers, or any device, media or location capable of storing electronic data, to determine whether any *Deloitte Property* resides on such computers and to permit a *Deloitte Entity* to remove such *Deloitte Property*.

## OTHER POST- EMPLOYMENT OBLIGATIONS

**17. Transition of Work and Cooperation.** Upon termination of my *Employment* for any reason, I will cooperate with a *Deloitte Entity* in all matters relating to the completion of pending work and its orderly transfer. I will also cooperate fully with a *Deloitte Entity* in connection with any threat of or actual legal proceeding against a *Deloitte Entity* or any client, customer or licensor of a *Deloitte Entity* arising out of any matter with or of which I had contact or knowledge during my *Employment*.

**18. Notification of Post- Employment Obligations.** I agree that prior to accepting employment or affiliation with another firm or business I will advise such firm or business of my duties and obligations under this Employment Agreement. After my *Employment* ends, I agree that a *Deloitte Entity* shall be permitted to advise any firm or business with which I have accepted an offer of employment or affiliation concerning my duties and obligations under this Employment Agreement.

**19. Certification.** I agree that during or after my *Employment* I will, if requested, provide written certification in such form as the Employer may require that I have complied with my obligations hereunder, including, without limitation, those obligations set forth in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15 and 16 of this Agreement.

## OUR ENFORCEMENT RIGHTS AND REMEDIES IN THE EVENT OF A BREACH

**20. Equitable Relief and Attorney's Fees.** I acknowledge and agree that a breach of this Employment Agreement, including, but not limited to, a breach of my duties and obligations under the terms and conditions of Paragraphs 4, 5, 7, 8, 9, 10, 12, 14, 15 or 16 would cause irreparable harm to the *Deloitte Entities* and that, in addition to other remedies, the Employer on behalf of itself or another *Deloitte Entity* is entitled to a temporary restraining order, an injunction or other equitable relief to prevent any such breach. I also acknowledge that, to the extent permitted by law, a *Deloitte Entity* will be entitled to the payment of the *Deloitte Entities'* reasonable costs and attorney's fees incurred in enforcing this Employment Agreement. I also acknowledge that, to the extent permitted by law, the Employer may request that a court extend the one year period following the termination of my *Employment*, as provided in Paragraphs 12 and 15, to correspond with the period that I participated in activities prohibited by Paragraphs 12 and 15.

**21. Liquidated Damages: Client Fees.** I agree that in the event of a breach under Paragraph 12, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

**22. Liquidated Damages: Compensation.** I agree that the precise amount of damages flowing from a breach under Paragraph 15 would be impracticable or extremely difficult to ascertain in an actual amount. Therefore, I agree that in the event of a breach under Paragraph 15, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by or owed to any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

**23. Right of Inspection.** I agree to permit the Employer (or to use my best efforts to enable the Employer) to inspect my books and records (and the books and records of any entity which employs or is associated or affiliated with me), upon request and at reasonable times, to enable the Employer to confirm the calculations described above and to verify compliance with Paragraphs 12 and 15. The Employer shall keep confidential any proprietary information obtained, except as may be necessary or desirable to enable the Employer to enforce its rights under this Employment Agreement and except as may be required by any statute, court or administrative order to decree or government ruling or regulation.

**MISCELLANEOUS**

**24. Governing Law; Choice of Forum.** This Employment Agreement is deemed to have been executed in the Employer's office in **Hyderabad, Telangana, India** and will be construed and governed in accordance with the laws of the Republic of India without regard to its conflicts-of-law principles. You agree to submit to jurisdiction before any court of record in which the Employer's office to which you were assigned is located, or in which a breach of this Employment Agreement may occur, at the election of the Employer, and you waive any right to raise questions of personal jurisdiction or venue in any action the Employer may bring against you in any such court. You further agree to accept service of process/summons/legal notice from the Employer when that process/summons/legal notice is either sent to your last known address by certified mail or served by any other means permitted under the law of the jurisdiction in which the Employer may bring an action against you.

**25. Modifications.** My obligations hereunder may not be changed or modified, released, discharged, abandoned or terminated, in whole or in part, except by an instrument in writing signed by an *Authorized Signatory*.

**26. Severability.** Every provision of this Employment Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such term or provision will be enforced to the maximum extent permitted by law and, in any event, such illegality or invalidity shall not affect the validity of the remainder of the Employment Agreement.

**27. Blue-Penciling.** If any court determines that any provision of this Employment Agreement, or any part hereof, or the application of any such provision, or any part hereof, to any person or circumstance is unenforceable or void, such court shall have the power to modify such provision, or any part hereof, to the extent necessary to render it legal and enforceable while preserving its intent, or if such modification is not possible, by substituting therefore another provision that is legal and enforceable and that achieves the same objective.

**28. Waiver.** None of my obligations under this Employment Agreement shall be deemed to have been waived by the Employer except if the giving of such waiver is contained in a written notice given to me and no such waiver shall be deemed to be a waiver of any other or further obligation I have under this Employment Agreement.

**29. Entire Agreement.** This Employment Agreement, the Employer's employment application, the Terms and Conditions of Service issued pursuant to the offer of employment and any documentation employing me or transferring me to the Employer, contain the entire understanding between me and the Employer or any other *Deloitte Entity* with respect to the subject matter hereof and supersedes all prior representations, warranties, and agreements with respect to such subject matter, and no representations, warranties or other covenants exist with respect to such subject matter that are not contained or expressly referred to herein. Notwithstanding the foregoing, any written agreement between a *Deloitte Entity* and me with respect to the subject matter hereof that was signed by me prior to the effective date of this Employment Agreement shall remain valid and enforceable according to the terms of such agreement with respect to all acts and omissions occurring prior to the effective date of this Employment Agreement. In the event of a conflict between this Employment Agreement and the employment application or any other document purporting to set forth terms and conditions of my *Employment*, this Employment Agreement will control.

**30. Transfer and Assignment.** Unless as the Employer shall otherwise determine, the rights, obligations and benefits of the Employer under this Employment Agreement, including but not limited to those rights and benefits relating to my post-Employment obligations set forth in this Paragraph 30 and in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19 and 23 above, are transferred and assigned, in whole or in part (as the Employer shall determine) and without the need for my consent or the formality of documentation or prescribed processes, to (a) any *Deloitte Entity* in connection with my transfer to that *Deloitte Entity* or (b) any entity that acquires all or a part of the assets or business of the Employer. All provisions of this Employment Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, representatives, successors, and assigns of the Employer and me, and any *Deloitte Entity* to which I may be transferred during my *Employment*, provided, however, none of my duties or obligations under this Employment Agreement may be assigned or transferred by me to any other person or entity without the Employer's prior written approval of such assignment or transfer. Any purported assignments in violation of this Paragraph 30 shall be null and void.

**31. Headings.** The headings contained in this Employment Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Employment Agreement.

I have read the foregoing, understand it, and agree to comply with its terms.

**For Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
 6718FF75DA89400...

Pooja Madhani

**Talent**

**Authorized Signatory**

Effective as of , I accept all the terms and conditions of the Employer as stipulated in this Employment Agreement.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

**EXHIBIT A**

The definitions below apply to the italicized terms that appear in the Employment Agreement (including the exhibits):

**Attest Client** – attest client (or an affiliate of such client) of Deloitte & Touche LLP or a *Deloitte Entity*.

**Authorized Signatory** – a director, officer or other person who is authorized to sign on behalf of a *Deloitte Entity*.

**Confidential Information** – any information not generally known to the public, in any *Form*, that (1) relates to the operation of a *Deloitte Entity* or provides the *Deloitte Entities* with a competitive advantage, (2) consists of Personally Identifiable Information (*PII*) or other personal information about *Personnel*, client and other third party personnel, independent contractors, subcontractors, agents, vendors, suppliers or others which the Employer or another *Deloitte Entity* receives in the course of business, and (3) all other information entrusted to the Employer or another *Deloitte Entity* by clients and other third parties. *Confidential Information* includes, but is not limited to, *Intellectual Property*, supplier information, designs, business or marketing plans, forecasts and financial information, tax returns, tax identification numbers, agreements, client or prospective client lists, specific information about clients or prospective clients such as preferences for specific products and services, client or prospective client needs based on financial history and past purchases of services, client or prospective client development plans, specific rates charged to a client or offered to a prospective client and other business or client records. *Confidential Information* also includes, but is not limited to, debit or credit card information, employment applications, organization charts, performance ratings and other personnel records.

**Deloitte Entity** – the Employer, Deloitte LLP, and any corporation, company, partnership, limited liability company or other entity (a) that (i) is owned, directly or indirectly, in whole or in part, by Deloitte LLP (the “Deloitte U.S. Firms”), including but not limited to Deloitte LLP subsidiaries in India, the Deloitte Touche Tohmatsu verein, Deloitte Global Services Limited, Deloitte Global Services Holdings Limited, Deloitte Touche Tohmatsu Limited (“DTTL”) or any member firm of DTTL or affiliate thereof (collectively, the “DTTL Member Firms”) or (ii) controls, is controlled by or is under common control with any of the entities listed in clause (i); or (b) in which any *Personnel* participated on its behalf, or carried out any duties with respect to its affairs. For purposes of this Employment Agreement, the term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract, or otherwise.

**Deloitte Property** – *Confidential Information*, *Systems*, equipment, debit and credit cards issued in connection with my *Employment*, furniture, facilities and any and all other materials owned, licensed or leased by a *Deloitte Entity*, including, without limitation, computerized or electronic information and all copies thereof in any form or media, created by, furnished to, obtained by or prepared by me in the course of my employment in any capacity.

**Deloitte India (Offices of the US)** - The following companies shall be deemed to be the affiliates of each other and are collectively referred to as Deloitte India (Offices of the US): (i) Deloitte Consulting India Private Limited (ii) Deloitte Tax Services India Private Limited (iii) Deloitte Support Services India Private Limited (iv) Deloitte Financial Advisory Services India Private Limited and (v) Deloitte & Touche Assurance & Enterprise Risk Services India Private Limited.

**Electronic Communications** – all text, audio, video, images, information, data, files and attachments created, displayed, sent, received, posted, accessed or stored, whether deleted or not, by means of the *Systems*.

**Employment** – the nature of my relationship with the Employer or a *Deloitte Entity* pursuant to this Employment Agreement. Alternatively, and depending on context, *Employment* is the period of time during which this relationship persists.

**Form** - paper, computer disc, USB drive, website; any other tangible or electronic medium by which information may be stored or accessed; and human memory.

**Independence** – National Office (Independence) of Deloitte LLP.

**Intellectual Property** - works of authorship (including, without limitation, books, articles, data compilations, software and other copyrightable materials), materials, patents, inventions, designs, techniques, methodologies, processes, discoveries, know-how, ideas, trade secrets, moral rights, trademarks and other indicia of origin together with the goodwill therein, and all patent applications, copyright and trademark applications and registrations, and extensions and renewals thereof, throughout the world.

**Intellectual Property Rights** – all rights, title and interest in Intellectual Property.

**PCAOB** – the United States Public Company Accounting Oversight Board.

**Personal Creations** – *Intellectual Property* that meet all of the following criteria: (1) it is conceived, developed, and created by me on my own time without using *Deloitte Property* or *Personnel* (during work hours), facilities, *Confidential Information* or *Works* of a *Deloitte Entity*, (2) it is unrelated to the actual or reasonably anticipated business or research and development of a



*Deloitte Entity*, and (3) it does not result from any work performed by me and the *Personnel* (during work hours) for a *Deloitte Entity*.

**Personnel** – partners, principals, members, officers and employees of a *Deloitte Entity*.

**PII** – information (excluding business contact information such as an individual's name and one or more of the following: organization name, organizational title, organizational role, business address, business telephone number (including business cell phone number and business email address) relating to an identified or identifiable natural person. An identifiable natural person is a natural person who can be identified, directly or indirectly, by reference to an identification number or factors specific to his or her physical, physiological, mental, economic, cultural or social identity. Set forth below is a non-exclusive list of information that constitutes PII when such information relates to an identified or identifiable natural person:

- Account number (bank account, credit card, etc.)
- Address
- Biometric identifier
- Certificate or license number
- Date of birth
- Government identifiers (such as PAN)
- Name\*
- Personnel Number
- Photograph or video identifiable to an individual
- Vehicle identifier or serial number
- Other information related to an individual that may directly or indirectly identify that individual (e.g., salary, performance rating, purchase history, call history, etc.)

\* Note: When an individual's name is used with PII that is not business contact information, it is included in the definition of PII.

**Pre-existing Agreements or Arrangements** – agreements or arrangements that (1) relate to any *Pre-existing Creations*; or (2) may affect my ability to comply with the requirements of this Employment Agreement, including all contractual and other restrictions or obligations with other parties, including any post-employment restrictions and required notifications to the extent applicable under 18 United States Code §207, CFR 3.104-4, and India laws, rules and regulations that may or will impose limitations on my professional activities during my *Employment* (such as any non-compete agreements with prior employers and the one-year ban on lobbying contacts).

**Pre-existing Creations** – any *Intellectual Property* and *Intellectual Property Rights* that were developed or created by me, alone or with others, or otherwise acquired by me, before the period of my employment in any capacity with the Employer, in which I claim any ownership or right.

**Proceedings** – past or pending (1) actual or threatened claims or complaints of, or arising out of service to, present or former clients, (2) regulatory, self-regulatory, disciplinary, administrative, civil or criminal investigations, inquiries, charges, complaints, actions, sanctions, alternative dispute resolution proceedings, other proceedings or matters (other than criminal proceedings which relate solely to the operation of a motor vehicle) of any kind or nature, in India or any other jurisdiction, against me, including criminal proceedings arising out of my provision of professional services, proceedings brought by a professional association, or proceedings involving the Securities and Exchange Board of India, United States Securities and Exchange Commission or the PCAOB, other professional bodies like the Institute of Chartered Accountants of India or (3) matters of any kind or nature which could adversely affect my association with the Employer or my ability to perform my duties or responsibilities to the Employer, whether set forth in this Employment Agreement or otherwise, or my registration with or licensure by any governmental, quasi-governmental, or other regulatory agency, body or entity, in or outside the United States or India.

**Systems** – the communications systems or any part of such systems that a *Deloitte Entity* owns, licenses or operates and approves for use, including, but not limited to, e-mail, text messaging, Lotus Notes, Deloitte Online (eRoom), instant messaging, local area network, wide area network, Intranet (e.g., DeloitteNet, D Street), Internet, extranet, collaborative tools (e.g., blogs, wikis, etc.), laptop and desktop computers, servers, air cards, Personal Digital Assistants, cell phones, telephones and voicemail.

**Works** – all *Intellectual Property*, in any *Form*, created by me, alone or with others, during the period of my *Employment* that (1) is created within the scope of my *Employment*; (2) relates in any manner to the actual or anticipated business, research, or development of a *Deloitte Entity*; (3) results from any work assigned to or performed by me, alone or with others, for the Employer; or (4) is created with the use of *Deloitte Property*.

**EXHIBIT B****Pre-existing Creations; Pre-existing Agreements or Arrangements**

I understand and agree that the Employer makes no attempt to verify my claim of ownership to any of the *Pre-existing Creations* listed, and makes no admission that any *Pre-existing Creations* listed are owned by me.

[If yes, please enter details below]

Yes, I do have *Pre-existing Creations, Pre-existing Agreements or Arrangements*

No, I do not have *Pre-existing Creations, Pre-existing Agreements or Arrangements*

<b><u>Title</u></b>	<b><u>Date</u></b>	<b><u>Brief Description</u></b>
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\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Print)

ACCEPTED AND AGREED TO:

**Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
6718FF75DA89400...

Pooja Madnani

**Talent**

Its: *Authorized Signatory*

\_\_\_\_\_  
Date

An *Authorized Signatory's* signature is required only if *Pre-existing Creations* or *Pre-existing Agreements* or *Arrangements* are listed pursuant to Paragraphs 2 and 11 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment made in light of Paragraph 2 that *Pre-existing Creations*, if any, are described and explained in sufficient detail so that the likelihood of confusion between the employee's *Pre-existing Creations* and the *Intellectual Property* of a *Deloitte Entity* can be avoided or minimized in the future and further indicates that the *Pre-existing Agreements* or *Arrangements* have been obtained and reviewed and that the *Authorized Signatory* is satisfied that such *Pre-existing Agreements* or *Arrangements* will not interfere with the employee's ability to comply with the requirements of this Employment Agreement.

**EXHIBIT C**

**Proceedings**

[none, unless otherwise specified]

Yes, I do have *Proceedings* to report

No, I do not have *Proceedings* to report

My signature below certifies that to the best of my knowledge, the information I have provided above, pursuant to Paragraph 3, is complete and accurate.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

**EXHIBIT D**

**Exceptions to Post-Employment Restrictions: re: Clients**

[none, unless otherwise specified]

As specified in Paragraph 13, I agree that after a period of three (3) years from my start date or the date of my employment, as the case may be, the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on Exhibit D to support the application of the obligations of Paragraph 12 to those clients.

Yes, I do have  
Post-Employment Restrictions  
re: Clients

No, I do not have  
Post-Employment Restrictions  
re: Clients

<u>Name of Client</u>	<u>Specified Kind of Services(s) Permitted</u>
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ACCEPTED AND AGREED TO:

**Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
6718FF75DA89400...

Pooja Madnani

**Talent**

Its:     Authorized Signatory	_____
	Date

I have read and understood the above policy terms.

_____	_____	_____
Signature	Name	Date

A n *Authorized Signatory's* signature is required only if information is provided pursuant to Paragraph 13 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment that criteria in Paragraph 13 have been fully satisfied, the clients listed have been properly identified, and the kinds of services permitted have been described with sufficient specificity.

## Terms and Conditions of Service

In continuation to our offer of employment with **Deloitte Tax Services India Private Limited** (the "Employer"), please note the terms and conditions of service.

The italicized terms in these Terms and Conditions of Service are defined in **Exhibit A** of the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement hereto.

### Terms of Service

#### 1. COMPLIANCE WITH INDEPENDENCE, ETHICS AND OTHER REQUIREMENTS

Deloitte & Touche LLP performs attest services for certain of its clients and is subject to the independence requirements of, among others, the United States Securities and Exchange Commission (SEC), the United States Public Company Accounting Oversight Board (PCAOB), and the American Institute of Certified Public Accountants (AICPA). These requirements mandate that certain of the Employer's employees and their relatives be independent of some or all of such attest clients and their affiliates in accordance with the policies of Deloitte LLP and its subsidiaries (the "Deloitte US Entities").

Upon joining the Employer, you will be asked to review a listing of the attest clients and the affiliates of such clients of certain of the Deloitte US Entities and disclose relationships or financial holdings that you or your relatives may have that could affect the independence of the Deloitte US Entities. Any relationships or holdings that conflict with, among other things, the requirements of the SEC, the PCAOB or the AICPA or the independence or ethics policies of the Deloitte US Entities will need to be resolved immediately. Further, you will be required to comply with these policies throughout your career with the Employer, including, when applicable, maintaining a current list of certain of your financial interests (but not their value) in the independence tracking system.

As a condition to your joining the Employer and continued employment, you are required to complete a representation regarding your understanding of, and compliance with, independence and other matters, on a periodical basis (as requested beginning on or prior to the date of you joining the Employer, annually thereafter, and upon certain changes in your role in the Employer), the details of which are provided in the independence representation. An example copy of this representation form is available for your reference on [www.deloittenet.com](http://www.deloittenet.com). The representation should be made to the best of your knowledge and ability. It is your responsibility to consult on any matter should you be uncertain or have a question. You are also requested to refer to [www.deloittenet.com](http://www.deloittenet.com) and *Independence* for more information in this respect. The representations made by you will be subject to an audit and may be reviewed by Deloitte LLP representatives and shared with certain third parties. If you are selected for such an audit, you will need to submit certain personal financial records to Deloitte LLP's internal audit team. Please be assured that Deloitte LLP fully intends to keep all information obtained through the audit process confidential and secure. You hereby give your consent to Deloitte LLP to use the information provided by you for such purposes as provided in the policies regarding independence and ethics.

In the event you (i) do not cooperate or comply with the independence requirements, or (ii) do not complete the necessary representations, or (iii) make inaccurate representation(s); you may be subject to disciplinary action including and up to termination of employment with the Employer.

Please feel free to contact or consult *Independence* should you require any further information or if you have any specific concerns in this respect.

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#### 2. NON DISCLOSURE, NON SOLICIT AND INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AGREEMENT ("Employment Agreement")

You will be expected to sign the Employer's Employment Agreement. Please contact Talent for further details.

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#### 3. HARRASSMENT POLICY

**Administrative Policy Release ("APR") 213** is the Employer's policy prohibiting harassment. Deloitte LLP's subsidiaries located in India ("Deloitte India (Offices of the US)") are committed to providing a working environment that is free from harassment based on caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis, in accordance with applicable Indian central, state or local law. Expressly forbidden are unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Depending on the circumstances, such harassment may also include conduct such as stereotyped or demeaning remarks or gestures or the display or circulation, whether in writing or electronically, of materials or pictures offensive to persons because of their caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis in accordance with applicable Indian central, state or local law. The full policy will be accessible to you on DeloitteNet after joining Deloitte U.S. India.

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#### 4. WORKING HOURS, HOLIDAYS, LEAVES AND MATERNITY BENEFITS

You will be provided with your standard working hours, which may vary over the course of your career. The Employer may, from time to time, subject to applicable laws, require the employee to work beyond these hours.

You shall be entitled to paid holidays and leave as per the Employer's policies.

Women employees are eligible for maternity benefits as per the recent amendments (2017) in the maternity benefit act, 1961, including having 26 weeks of maternity leave with pay, as applicable.

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#### 5. RETIREMENT AGE

The age of retirement for employees of Deloitte India (Offices of the US) is 60 years. Your employment will therefore automatically terminate at the end of the month in which you attain 60 years.

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#### 6. TRANSFERS

You may be transferred, assigned, or asked to attend training at the offices of a Deloitte Entity or its clients or third parties in India or abroad with or without additional compensation. In such an event, you will also be governed by the terms and conditions of service applicable to the transfer, assignment, or training.

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#### 7. NOTICE PERIOD FOR TERMINATION OF SERVICES

The notice period for termination of your services is **60 Days** by either side and/or salary in lieu of notice period on part of the Employer only.

The Employer expects all employees to maintain the highest standards of professional conduct at all times.

In order to assure orderly operations and provide the best possible work environment, the Employer expects you to follow rules of conduct that will protect the interests and safety of all personnel, including but not limited to the Code of Ethics and Professional Conduct.

In the event of any breach of the Code of Ethics and Professional Conduct, non-performance of a contractual obligation or the terms and conditions laid down in this Annexure, or if you engage in any misconduct whether or not in connection with or affecting the business or affairs of the Employer or the work conduct, as specified by Employer, you will be subject to disciplinary action up to and including termination of your services/ employment with the Employer without any notice or payment in lieu of notice notwithstanding any other terms and conditions stipulated herein.

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#### 8. MISCONDUCT

Misconduct may include but is not limited to:

- Irregular attendance: repeated or excessive absence, tardiness or early departures/ late comings without approval.
- Unreported or unapproved absence (including overstay of leave) for more than five consecutive days or deviation from assigned and accepted schedule for more than five days.
- Falsification or manipulation in background verification process or employment records, employment information, or other records prior to or after joining the Employer.
- Falsification or manipulation of Deloitte Time & Expense (DTE).
- Knowingly providing false statements, either verbally or in written form.
- Neglect of normal duties and functions.
- Practices such as reading personal materials during working time, having obscene or inappropriate posters or screen savers at your work station, playing games at your work station, etc.
- Continued discharge of work functions that do not meet the standards reasonably expected.
- Breach of the confidentiality provision in the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement including disclosing to any unauthorized person any *Confidential Information* or *PII*.
- Willful insubordination or disobedience, whether or not in combination with another, of any lawful and reasonable instructions of any member of management or any authorised person.
- Engaging in unapproved outside employment and activities as defined in APR 218 (US & IND)

([https://deloitte.net.deloitte.com/About/Policies/Admin/Pages/218\\_OutsideEmploymentActivities\\_US.aspx](https://deloitte.net.deloitte.com/About/Policies/Admin/Pages/218_OutsideEmploymentActivities_US.aspx)).

- Installing, downloading, copying or duplicating any unauthorized or unlicensed software, programs, games, or attachments on any computer system of the Employer or of any *Deloitte Entity* or its clients.
- Engaging in any illegal activities.
- Workplace violence, including threats of physical violence.
- Corporate credit card delinquencies.
- Causing damage to the property of the Employer, any *Deloitte Entity*, its clients, or their respective personnel
- Going on or abetting a strike in contravention of any law.
- Theft of any property belonging to another, the Employer or any *Deloitte Entity*, or their respective personnel, clients, or visitors
- Possession of firearms, explosives, knives or any instruments that can be used as an injurious or deadly weapon in the workplace or at any *Deloitte Entity* sponsored event.
- Corruption, fraud, or misappropriation of funds.
- Failure to comply with the policies, guidelines, rules and regulations of the Employer or a *Deloitte Entity* as applicable.
- Excessive personal use of the Employer's telephone, fax or computer systems.
- Failure to adhere to applicable laws.
- Any act prejudicial to or in conflict with the interests of the Employer or a *Deloitte Entity*.

The above terms and conditions are based on, and should be read in conjunction with, the Employer's policies, guidelines, procedures and other rules currently applicable, including but not limited to Administrative Policy Releases (APRs) and Deloitte India (Offices of the US)'s other policies, guidelines, rules, and regulations. The above rules are subject to amendments from time to time and the amended rules, policies, procedures, and guidelines would be posted on the Employer's Intranet site i.e. <https://deloitte.net.deloitte.com/Pages/Home.aspx> for employee reference. The policies will be updated from time to time in the future and we deem to have your consent to any and all such changes. Furthermore, upon acceptance of employment with the Employer, you may be requested to read and acknowledge acceptance of various policies and guidelines of the Employer. It is expected that you will read and acknowledge all such communications.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name



### Training Agreement

On behalf of **Deloitte Tax Services India Private Limited**, please accept our congratulations on your recent offer of employment to join the Company as **Tax Consultant I** pursuant to the terms and conditions of your offer letter dated **August 26, 2024**. You made a very favorable impression with everyone you met and we are excited about the possibility of you joining the Company.

As you may be aware, as a condition of employment with the Company, you may be required to travel Overseas to attend a series of training sessions for a period of up to 90 days. This training will be a combination of classroom procedural training as well as on-site training to observe employees conducting similar work at various client locations. This training represents the confidence we have in your ability to be a valuable member of the practice of the Company.

As per Company policy, we kindly bring to your attention that all employees attending training overseas are required to sign a Training Agreement which will obligate the employee to repay a calculated amount of the costs associated with the training, only if the employee resigns his/her position or are terminated for cause within a specified period after completion of the training (usually between 6 to 18 months). This repayment obligation disappears after the specified period of time has lapsed. We all look forward to seeing you again soon and having you join our team of outstanding professionals.

Sincerely,

For **Deloitte Tax Services India Private Limited**

DocuSigned by:

*Pooja Madhani*

6718FF75DA89400...

By:

Signature

**Authorized Signatory**



**Deloitte Tax Services India Private Limited****Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District, CIRCLE 3, Hyderabad - 500032, Telangana, India****Tel: +91 040 67621000**  
**www.deloitte.com****Subject: Offer of Employment****Dear GAYATHRI SHREE V**

On behalf of **Deloitte Tax Services India Private Limited** (the "Employer" or "Company"), I am pleased to confirm our offer of employment to you as **Tax Consultant I** based in **Hyderabad**.

We extend this offer, and the opportunity it represents, with great confidence in your abilities. You have made a very favorable impression with everyone you met and we are excited with the prospect of you joining our organization on **OCT 12, 2022**.

Your immediate manager will communicate details of your role and work responsibilities in the initial weeks of your joining the Employer. During your employment, the Company may require you to work on any project that you are assigned to, on any technical platforms/skills and nature of the project, in differentiated work timing, at designated work space and location as may be decided by the company.

As part of your annual compensation, you will receive a Total Salary of **382500** and, will be eligible for a performance linked variable bonus. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount could vary depending upon the business and individual performance each fiscal year and, in some situations, could exceed the payout range indicated. Any amounts paid will be subject to statutory and other deductions as per Employer policies and practices. The details of your compensation breakdown are provided in the attached Annexure A.

As an incentive to join the Company, you are eligible to receive a joining bonus of **Rs./₹ 100,000/-** subject to your reporting for full-time employment on **OCT 12, 2022**.

. This amount will attract applicable taxes and will be processed as part of your first month's payroll. You will have an obligation to repay the entire amount of your joining bonus if you resign your position or are terminated for cause by the Company within **12 months** of your start date.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

Your employment with us will be governed by the Terms and Conditions as detailed in **Annexure B**, as well as any and all rules, regulations, guidelines, policies and practices of the Employer, which may be amended from time to time. Deloitte LLP and its U.S.-based subsidiaries (the "Deloitte U.S. Firms") requires their employees to make the necessary representations regarding independence and other matters. Because the Employer is an Indian subsidiary of Deloitte LLP, we must also comply with these independence requirements. Accordingly, this offer is conditional upon you agreeing to make such representations under the Employer's Independence Representations requirements, as further explained in **Annexure B**.

Your compensation details are confidential, and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization. We would like you to join the Employer on, or an alternative mutually agreed upon date.

This offer letter, together with the Annexures described herein, and the Non-Disclosure, Non Solicit and Intellectual Property Rights Assignment Agreement, the Information Security Policy (which you are required to sign upon joining), constitute the entire agreement between the parties with respect to the subject matter of this offer, and supersedes all other previous or contemporaneous oral or written representations, understandings or agreements relating to the subject matter of this offer between you and the Employer or its affiliates.

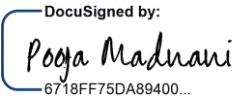
In compliance with applicable laws, Deloitte India (Offices of the US) provides its professionals with home pick-up and drop transport services within **pre-defined** boundary if their shift timings are between 8:30 p.m. - 6:00 a.m. in Hyderabad, 9:00 p.m. - 6:00 a.m. in Mumbai, Pune; 7:00 p.m. – 6:00 a.m. in Gurugram, 8:00 p.m. - 6:00 a.m. in Bengaluru, Chennai, and Kolkata.

This letter and **Deloitte Tax Services India Private Limited** employment application are intended to be final. To accept the offer and the terms of this letter, please sign below in the space provided within three business days.

everyone you have interviewed with joins me in extending to you congratulations and warm regards. We look forward to you joining our team.

Sincerely,

**For Deloitte Tax Services India Private Limited**  
Best regards,

By:   
Signature

**Authorized Signatory**

**Acceptance**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Annexure A****Tax Consultant I -**

<b>Description</b>	<b>Monthly</b> (Rs. per month)	<b>Annual</b> (Rs. per Annum)
Basic Pay	<b>17,500</b>	<b>210,000</b>
House Rent Allowance (HRA)	<b>8,750</b>	<b>105,000</b>
Special Allowance <sup>1a &amp; 1b</sup>	<b>11,867</b>	<b>142,404</b>
Leave Travel Allowance <sup>2</sup>	<b>1,750</b>	<b>21,000</b>
Differential Allowance	<b>5,833</b>	<b>69,996</b>
Meal Card <sup>3</sup>	<b>2,200</b>	<b>26,400</b>
Employer's contribution to PF	<b>2,100</b>	<b>25,200</b>
<b>Total Salary (in Rs.)</b>	<b>50,000</b>	<b>600,000</b>
Variable Bonus*	You are eligible for a performance linked variable bonus. It will be paid out at the end of the fiscal year, as applicable and on the basis of your individual performance and performance of the business	
Medical Insurance Premium <sup>4</sup>	<b>3,014</b>	<b>36,167</b>

\*The Variable Bonus will vary, primarily based on your individual performance and the performance of the business, during the Employer's fiscal year which is June through May. Your performance will be formally assessed as a part of the Employer Performance Review Cycle Process. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount will vary depending upon the business and individual performance and in some circumstances, could exceed the payout range indicated. The performance of all the employees who have joined the Employer prior to March 1st will be assessed for the fiscal year ending in May. The disbursement of a Variable Bonus, if applicable, is subject to you being active on the rolls of the Employer, during the Annual Incentive Program payout cycle for the fiscal year. For employees joining during the period March 1st to May 30th, a prorated Variable Bonus, if applicable, will be based on the first year-end review ratings in the subsequent year and paid during the Annual Incentive Program payout cycle of that year. The Variable Bonus will not be paid in the event of termination of employment for any reason on or before the disbursement time. The application and interpretation of, and any determinations related to, the Variable Bonus is at the sole discretion of Employer. Employer may amend or terminate the Variable Bonus at any time. All compensation and benefits are based on employee's position with the Employer in India.

Contd/-....

Annexure A

<sup>1</sup>All employees may claim tax exemption, subject to tax rules from time to time, from their Special Allowance component, expenses incurred towards communication and Driver / Fuel & Maintenance Expenses as per eligibility mentioned below:

**Employee Level -  
Tax Consultant I**

<sup>1a</sup>Communication Expenses

<sup>1b</sup>Fuel Expenses

*Only one Post paid mobile, one Land Phone  
and One internet connection bill(s) can be  
claimed.*

*Petrol / Driver / Insurance / Repairs &  
Maintenance*

**Rs./₹ 3,000/-** per month

**Rs./₹ 7,500/-** per month

<sup>1a</sup> The internet/telephone/mobile bills should be in the Employee's name.

<sup>1b</sup> For claiming vehicle running expenses (Driver / Fuel / Repairs & Maintenance expenses) the vehicle has to be in the name of the Employee and the current tax rules are as under. The above limits will be applicable for all those who are on company car lease program and the below limits will apply for all those who are on self-owned car. In case of company leased car, taxability would be as per the current perquisite valuation rules.

Nature of Expenses	Own Vehicle –Maximum Tax exemption limit per month		
	4 Wheelers (Engine Capacity)		
	<= 1600 cc	> 1600 cc	Two Wheelers
Fuel & Maintenance	Rs. 1,800	Rs. 2,400	Rs. 900
Driver's Salary	Rs. 900	Rs. 900	Not applicable

All employees at and above **Senior Staff** are eligible for the company car lease program. If you choose to avail of this benefit, the amount towards lease rental will be paid by the firm on your behalf to the leasing company and your compensation structure will be adjusted accordingly. A revised letter with the new compensation structure will be issued that will supersede this letter for all practical purposes.

<sup>2</sup> The Leave Travel Allowance (LTA) will be paid on a monthly basis as an allowance with tax deducted at source. If you choose to avail the tax benefit on LTA, you should submit proof of expenses incurred by you for Self and / your immediate dependents. The taxability or otherwise of LTA will be as per the Income Tax Act 1961, details of which will form part of the LTA Form.

<sup>3</sup> Meal Card amount will be credited at the start of each month and for the first month (For New Hires) prorated amount will be processed as part of payroll. If not collected, it will be processed as a taxable amount with the salary.

<sup>4</sup> Annual Floating Medical Insurance Coverage for self and **6 dependents** is being paid by the Employer on your behalf. The premium amount is subject to change every year post renewal of insurance policy. In case you opt for an enhancement of the coverage limit, the additional premium will be adjusted accordingly from the special allowance.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

You may also be eligible to either a One-time Stipend or a temporary lodging basis joining the registered office location, you will receive a survey from Deloitte prior to your joining.

You may select the best option for availing the relocation assistance. If an employee who has availed this reimbursement decides to quit within 18 months from the date of relocation claim for whatever reason, the relocation reimbursement paid to the employee will be recovered in full, from the employee's full and final settlement.

By joining the Company, you will become a member under the 'Deloitte USI Employees Welfare Trust' and may be required to make a nominal contribution as a member.

Original bills towards the above components should be submitted during the Income Tax fiscal period evidencing the expenditure to get Income Tax exemption, failing which the same will attract applicable Income Tax.

Submission of false, tampered or altered bills as proof of expense for any of the above components will result in disciplinary action including termination of employment.

**Your compensation above is subject to income tax deduction per rules and guidelines prescribed under the prevailing tax laws. This may change from time to time in line with the amendments done in tax laws.**



## Annexure B

### **Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement ("Employment Agreement")**

In consideration of my employment by **Deloitte Tax Services India Private Limited**, an Employer incorporated under the provisions of the Companies Act, 1956 and having its registered office **Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District, CIRCLE 3, Hyderabad - 500032, Telangana, India** (the "Employer") as **Tax Consultant I** - and other valuable consideration, I acknowledge and agree that:

#### **PRELIMINARY MATTERS**

**1. Defined Terms.** The italicized terms in this agreement (the "Employment Agreement") are defined in **Exhibit A** hereto.

**2. Pre-existing Agreements or Arrangements.** I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Agreements or Arrangements*. The Employer expects me to abide by all restrictions or obligations that are contained in such Pre-existing Agreements or Arrangements and to avoid involvement, while employed by the Employer, in any matter that could pose a conflict as a result of confidential information or intellectual property obtained by me prior to my *Employment*. I further represent that none of these restrictions or obligations, including those set forth in any non-compete agreements with prior employers, is inconsistent with my acceptance of the Employer's offer of *Employment* or my becoming, and serving as, **Tax Consultant I** of the Employer. To the extent applicable and if I am joining the Employer after having served as an employee or official of the United States Government, I further represent that: (1) I have disclosed my prior participation, if any, in any discussions or negotiations with, or decisions to award contracts to, the Deloitte U.S. Firms while I was employed by the United States Government; and (2) I had either recused myself or had not played an active role in the applicable United States Government agency's decision to award any contracts to the Deloitte U.S. Firms while I was employed by the United States Government.

#### **PROTECTION OF OUR BUSINESS**

**3. Reporting of Proceedings.** Except as provided by law and except as I have disclosed in writing on **Exhibit C** to this Agreement, I represent and warrant that I have no *Proceedings* to report. Should I become a subject of any *Proceedings* during my association with the Employer, I agree to immediately report, in writing, all relevant facts to the Chief Talent Officer of Deloitte LLP, the Regional Talent Director of the Employer, and the Chief Ethics and Compliance Officer of Deloitte LLP. I understand that my responses are subject to audit and review by the Employer and others in accordance with applicable professional, ethical, legal, or Employer requirements, rules, regulations, policies, or practices, or other requests.

**4. Confidentiality.** I acknowledge that, by virtue of my *Employment*, I will acquire and be exposed to, have access to, make use of and/or create *Confidential Information*. Therefore, I agree to hold in trust and confidence all such *Confidential Information*. I will neither disclose any such *Confidential Information* to anyone outside a *Deloitte Entity* without the prior written approval of an *Authorized Signatory*, except as required by my authorized duties for the Employer, nor use any such *Confidential Information* for any purpose other than for the benefit of a *Deloitte Entity*.

**5. Third Party Information and Property.** I agree that during my *Employment*, I shall not use or disclose any confidential information or intellectual property of any former employer or other person or entity without the prior written authorization of such employer, person or entity and the prior written consent of an *Authorized Signatory*. If I were to use or disclose any such Confidential Information or Intellectual Property without prior consent, and any of the *Deloitte Entities* become the subject of any claim from a third party regarding such unauthorized use or disclosure, I agree to hold harmless and indemnify the *Deloitte Entities* for any legal defense costs and/or damages related to any such claim.

**6. Authorization.** Only employees of the Employer holding a senior or managerial position with the Employer will be authorized by a specific authorization, delegation, or power of attorney to sign legal documents, representing the Employer. Similarly, only such authorized employees of the Employer may speak about the Employer, the business and plans, various client-related projects etc.

**7. Competing Activities and Conflict of Interest.** During the period of my *Employment* I will not, directly or indirectly, participate in or in any way render services or assistance to any business that is or may be competitive with a *Deloitte Entity*, whether or not for compensation, or engage in any conduct which might result in, or create the appearance of using my position for private gain or other than for the benefit of a *Deloitte Entity*, or otherwise create a conflict, or the appearance of a conflict, of interest with a *Deloitte Entity*. Such conduct shall include, but not be limited to, having an undisclosed financial interest in any vendor or supplier of a *Deloitte Entity*, accepting payments of any kind or gifts other than of a nominal value from vendors, clients or suppliers, or having an undisclosed relationship with a family member or other individual who is employed or

associated with any entity in active or potential competition with a *Deloitte Entity*, and which creates a conflict of interest. I represent and warrant that I am not currently aware of any present or past violation of this provision.

**8. Authorization to Access Systems and Electronic Communications and use of Deloitte Property.** I understand that while employed with a *Deloitte Entity*, I will use and have access to the Systems. I also acknowledge that a *Deloitte Entity* has the right at any time to access, retrieve, delete, monitor, examine, use and/or disclose my Electronic Communications and information from (or about) me and the content, without notice to me, and that such *Electronic Communications* are considered part of a *Deloitte Entity's* business and client records and are not to be considered private or personal to me or any other *Personnel*. I further acknowledge that this right extends to *Electronic Communications* transmitted for either a business or personal purpose.

I agree that I am authorized to access the *Systems* only for approved business purposes and occasional personal use if such use does not interfere with my work responsibilities and other required business activities, business operations, or *Systems* performance. However, I also acknowledge that such occasional personal use does not create an expectation of privacy as to any of my personal *Electronic Communications* and, as such, are *Deloitte Property*.

I further acknowledge that I am not authorized to use the *Systems* for personal gain or any illegal or unethical use. I agree that under no circumstances am I authorized to access any of the *Systems* for the purpose of obtaining *Deloitte Property* for a competitor of a *Deloitte Entity*, transmitting *Deloitte Property* to me (e.g., emailing *Confidential Information* to my personal email address) or to a third party for purposes other than furthering the business objectives of a *Deloitte Entity*. I am not authorized to download a *Deloitte Entity's Confidential Information* or other *Deloitte Property* to removable media such as a CD Rom, disk or thumb drive other than as authorized for furthering the business objectives of a *Deloitte Entity*.

I will be responsible for the safe keeping and return in good condition and order of all the *Deloitte Property* that may be in my use, custody, care or charge. For the loss of any *Deloitte Property* in my possession or custody or for which I have been assigned responsibility, the Employer will have a right to assess on its own basis and recover from me, the damages in respect of such materials (out of the amounts due to me or otherwise) and to take such other legal action as it deems appropriate including termination of my employment without notice or payment in lieu thereof in the event of my failure to account for such material or property to its satisfaction.

**9. Security.** I am provided with a worktable and lockable storage space. I will ensure they are locked when unattended and understand that a duplicate key will only be provided if I sign for it. I am required to display my identity card to the appropriate security personnel on demand and at all times within the office premises.

**10. Ownership of Works.**

a. I agree that the Employer owns all rights, title and interest in and to all *Works*.

b. I agree that all *Works* are deemed works made for hire under India copyright or applicable laws or equivalent laws of any applicable foreign jurisdiction, and all *Intellectual Property Rights* therein vest automatically in the Employer upon creation of the *Works*. I agree that, to the extent any *Work* is held not to be a work made for hire, I hereby irrevocably assign all *Intellectual Property Rights* in the *Work* to the Employer. Notwithstanding anything contained in Section 19(4) of the Indian Copyright Act, 1957, I agree that such assignment shall continue to be in force for perpetuity irrespective of whether or not the Employer exercises its rights as the assignee for any period of time.

c. I will at all times, even after termination of my *Employment*, do whatever the Employer reasonably requests of me, at the Employer's expense, to document the assignment of any *Works* to the Employer or to assist the Employer in pursuing, renewing, extending or assigning any *Intellectual Property Rights*, and otherwise perfecting, protecting and enforcing said *Intellectual Property Rights* in, any *Works*. I agree that, as between me and the Employer, the Employer shall be the sole author, inventor, and owner of all such *Works* and *Intellectual Property Rights* therein throughout the world, and that the Employer shall have the sole right to seek copyright registrations, patents or trademark registrations, including all extensions and renewals thereof. I also hereby agree that I waive all moral rights in any *Works*.

I also agree to assign all my right, title and interest in and to any particular *Works* to a third party as directed by the Employer.

In the event the Employer is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraphs, I hereby irrevocably designate and appoint the Employer and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and in my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraphs with the same legal force and effect as if executed by me. I hereby waive any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any *Works* assigned hereunder to the Employer.

d. During a 12 month period after termination of my *Employment*, I agree that any *Intellectual Property* I create or conceive that results from and is related to any work assigned to or performed by me for the Employer, or that was created using *Deloitte Property*, is a *Work* that is subject to Paragraph 10 (b) above. For purposes of clarification, the foregoing provision is in addition to, and not in limitation of, any rights and remedies the Employer may have under the applicable laws protecting *Intellectual*

*Property of the Deloitte Entities.*

e. I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Employer) of all *Works* developed by me during the period of my employment with the Employer, which records shall be available to and remain the sole property of the Employer at all times.

**11. Pre-existing Creations; Personal Creations.** My obligations in Paragraph 10 do not apply to *Pre-existing Creations* and *Personal Creations*. I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Creations*. I acknowledge and agree that I will not assert any ownership rights against the *Deloitte Entities*, or their respective clients, with respect to any *Pre-existing Creations* unless they appear on **Exhibit B**, and **Exhibit B** has been accepted and agreed to by an *Authorized Signatory* who has signed at the bottom of such **Exhibit B**. I further agree that I shall not use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment* without the prior written consent of an *Authorized Signatory*. To the extent that I use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment*, I agree that, except as otherwise provided in a written agreement executed by me and the Employer, I hereby grant to the Employer an irrevocable, royalty free, perpetual, fully paid up, transferable, sub-licensable license to use, reproduce, distribute, display, perform, modify and create derivative works of and otherwise exploit such *Pre-existing Creations* or *Personal Creations* for any purpose including, but not limited to, client engagements.

**12. Post- Employment Restrictions re: Clients.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or serving of certain clients related to my work for a *Deloitte Entity* would necessarily involve the unauthorized use or disclosure of *Confidential Information*, and the proprietary relationships and goodwill of the *Deloitte Entities*, and, in the case of my serving of certain clients, could compromise the full compliance of the Employer or another *Deloitte Entity* with the applicable laws, rules and regulations of a U.S. or India regulatory body or other independence-related requirement of a regulatory body. Accordingly, during the period of my *Employment* and for a period of one year thereafter, I will not, directly or indirectly, solicit or provide services to any existing client of a *Deloitte Entity* with which I had personal contact and provided services during the two-year period prior to termination of my *Employment*.

**13. Exceptions to Post- Employment Restrictions re: Clients.** I understand that the obligations of Paragraph 12 will not apply for a period of three (3) years after my start date or the date of my promotion or transfer to clients of a *Deloitte Entity* and/or certain specified kinds of services rendered to such clients that meet all of the following criteria: (a) are personal clients of mine who came to a *Deloitte Entity* solely to avail themselves of certain specified kinds of services rendered by me and only as a result of my own independent recruitment efforts, which a *Deloitte Entity* neither subsidized nor otherwise financially supported as part of a program of client development, (b) are listed on **Exhibit D** expressly by name with respect to client and with sufficient specificity with respect to the kinds of service(s) that I will be permitted to render, and (c) are accepted and agreed to as to their listing on **Exhibit D** by an *Authorized Signatory* who has signed at the bottom of such Exhibit. I agree that after a period of three (3) years from my start date or the date of my promotion or transfer the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on **Exhibit D** to support the application of the obligations of Paragraph 12 to those clients.

**14. Future Employment with Clients.** Except as otherwise provided herein, I understand that I am not prohibited from accepting employment with a client (or an affiliate of such client) of a *Deloitte Entity*. Before entering into substantive discussions with an *Attest Client* regarding any employment opportunity, I acknowledge and agree that during my *Employment* and for five years thereafter I must first notify *Independence* and obtain prior written approval from *Independence*. I acknowledge and understand that it is the intent of the Employer to interpret and apply this provision (a) in an effort to ensure the full compliance of the *Deloitte Entities* with applicable U.S. and India laws, rules, and regulations; (b) to serve the public interest; and (c) to protect the legitimate interests of the *Deloitte Entities* or their respective *Attest Clients* under applicable U.S. or India laws, rules and regulations in a manner that is no greater than is reasonably necessary to protect such interests and without being unduly harsh and oppressive to me and my interests in future employment with an *Attest Client*. Further, I acknowledge and agree that because of, among other things, the importance of the *Deloitte Entities* remaining in compliance with applicable independence rules, such approval may be withheld by *Independence* in the event that my employment with an *Attest Client* would, in the view of Deloitte LLP, be inconsistent with applicable laws, rules and regulations or jeopardize the independence of a *Deloitte Entity* with respect to such *Attest Client*.

**15. Restrictions re: Personnel and Contractors.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or hiring or of any of its *Personnel* or contractors of the *Deloitte Entities*, or my participation in their hiring, admission or retention, would necessarily involve the unauthorized use or disclosure of *Confidential Information* or the proprietary relationships and goodwill of the *Deloitte Entities*. Accordingly, during my *Employment* and for one year thereafter, I will not, directly or indirectly, (a) solicit or attempt to solicit, or participate in the solicitation of or any attempt to solicit any *Personnel* to leave a *Deloitte Entity*, or to join any firm or business with which I may be or become affiliated; (b) participate in the hiring or admission of any *Personnel*; or (c) cause a contractor of a *Deloitte Entity* to cease providing services to, with, or on behalf of the *Deloitte Entity*.

**16. Post- Employment Restrictions re: Deloitte Property.** Upon termination of my *Employment*: (a) I will not use or disclose *Deloitte Property*, including, but not limited to, *Confidential Information* and *Works*, for any purpose; (b) I will not retain or take with me any *Deloitte Property*; (c) I will immediately deliver to a *Deloitte Entity* at any location that it designates, at my expense, within one business day after the termination of my *Employment* or on an alternate date designated by a *Deloitte*

*Entity*, any *Deloitte Property* that I may then or thereafter hold or control; and (d) I agree to allow a *Deloitte Entity* to inspect any of my personal or home computers, including smart phones, tablet computers, or any device, media or location capable of storing electronic data, to determine whether any *Deloitte Property* resides on such computers and to permit a *Deloitte Entity* to remove such *Deloitte Property*.

## OTHER POST- EMPLOYMENT OBLIGATIONS

**17. Transition of Work and Cooperation.** Upon termination of my *Employment* for any reason, I will cooperate with a *Deloitte Entity* in all matters relating to the completion of pending work and its orderly transfer. I will also cooperate fully with a *Deloitte Entity* in connection with any threat of or actual legal proceeding against a *Deloitte Entity* or any client, customer or licensor of a *Deloitte Entity* arising out of any matter with or of which I had contact or knowledge during my *Employment*.

**18. Notification of Post- Employment Obligations.** I agree that prior to accepting employment or affiliation with another firm or business I will advise such firm or business of my duties and obligations under this Employment Agreement. After my *Employment* ends, I agree that a *Deloitte Entity* shall be permitted to advise any firm or business with which I have accepted an offer of employment or affiliation concerning my duties and obligations under this Employment Agreement.

**19. Certification.** I agree that during or after my *Employment* I will, if requested, provide written certification in such form as the Employer may require that I have complied with my obligations hereunder, including, without limitation, those obligations set forth in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15 and 16 of this Agreement.

## OUR ENFORCEMENT RIGHTS AND REMEDIES IN THE EVENT OF A BREACH

**20. Equitable Relief and Attorney's Fees.** I acknowledge and agree that a breach of this Employment Agreement, including, but not limited to, a breach of my duties and obligations under the terms and conditions of Paragraphs 4, 5, 7, 8, 9, 10, 12, 14, 15 or 16 would cause irreparable harm to the *Deloitte Entities* and that, in addition to other remedies, the Employer on behalf of itself or another *Deloitte Entity* is entitled to a temporary restraining order, an injunction or other equitable relief to prevent any such breach. I also acknowledge that, to the extent permitted by law, a *Deloitte Entity* will be entitled to the payment of the *Deloitte Entities'* reasonable costs and attorney's fees incurred in enforcing this Employment Agreement. I also acknowledge that, to the extent permitted by law, the Employer may request that a court extend the one year period following the termination of my *Employment*, as provided in Paragraphs 12 and 15, to correspond with the period that I participated in activities prohibited by Paragraphs 12 and 15.

**21. Liquidated Damages: Client Fees.** I agree that in the event of a breach under Paragraph 12, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

**22. Liquidated Damages: Compensation.** I agree that the precise amount of damages flowing from a breach under Paragraph 15 would be impracticable or extremely difficult to ascertain in an actual amount. Therefore, I agree that in the event of a breach under Paragraph 15, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by or owed to any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

**23. Right of Inspection.** I agree to permit the Employer (or to use my best efforts to enable the Employer) to inspect my books and records (and the books and records of any entity which employs or is associated or affiliated with me), upon request and at reasonable times, to enable the Employer to confirm the calculations described above and to verify compliance with Paragraphs 12 and 15. The Employer shall keep confidential any proprietary information obtained, except as may be necessary or desirable to enable the Employer to enforce its rights under this Employment Agreement and except as may be required by any statute, court or administrative order to decree or government ruling or regulation.



**MISCELLANEOUS**

**24. Governing Law; Choice of Forum.** This Employment Agreement is deemed to have been executed in the Employer's office in **Hyderabad, Telangana, India** and will be construed and governed in accordance with the laws of the Republic of India without regard to its conflicts-of-law principles. You agree to submit to jurisdiction before any court of record in which the Employer's office to which you were assigned is located, or in which a breach of this Employment Agreement may occur, at the election of the Employer, and you waive any right to raise questions of personal jurisdiction or venue in any action the Employer may bring against you in any such court. You further agree to accept service of process/summons/legal notice from the Employer when that process/summons/legal notice is either sent to your last known address by certified mail or served by any other means permitted under the law of the jurisdiction in which the Employer may bring an action against you.

**25. Modifications.** My obligations hereunder may not be changed or modified, released, discharged, abandoned or terminated, in whole or in part, except by an instrument in writing signed by an *Authorized Signatory*.

**26. Severability.** Every provision of this Employment Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such term or provision will be enforced to the maximum extent permitted by law and, in any event, such illegality or invalidity shall not affect the validity of the remainder of the Employment Agreement.

**27. Blue-Penciling.** If any court determines that any provision of this Employment Agreement, or any part hereof, or the application of any such provision, or any part hereof, to any person or circumstance is unenforceable or void, such court shall have the power to modify such provision, or any part hereof, to the extent necessary to render it legal and enforceable while preserving its intent, or if such modification is not possible, by substituting therefore another provision that is legal and enforceable and that achieves the same objective.

**28. Waiver.** None of my obligations under this Employment Agreement shall be deemed to have been waived by the Employer except if the giving of such waiver is contained in a written notice given to me and no such waiver shall be deemed to be a waiver of any other or further obligation I have under this Employment Agreement.

**29. Entire Agreement.** This Employment Agreement, the Employer's employment application, the Terms and Conditions of Service issued pursuant to the offer of employment and any documentation employing me or transferring me to the Employer, contain the entire understanding between me and the Employer or any other *Deloitte Entity* with respect to the subject matter hereof and supersedes all prior representations, warranties, and agreements with respect to such subject matter, and no representations, warranties or other covenants exist with respect to such subject matter that are not contained or expressly referred to herein. Notwithstanding the foregoing, any written agreement between a *Deloitte Entity* and me with respect to the subject matter hereof that was signed by me prior to the effective date of this Employment Agreement shall remain valid and enforceable according to the terms of such agreement with respect to all acts and omissions occurring prior to the effective date of this Employment Agreement. In the event of a conflict between this Employment Agreement and the employment application or any other document purporting to set forth terms and conditions of my *Employment*, this Employment Agreement will control.

**30. Transfer and Assignment.** Unless as the Employer shall otherwise determine, the rights, obligations and benefits of the Employer under this Employment Agreement, including but not limited to those rights and benefits relating to my post-Employment obligations set forth in this Paragraph 30 and in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19 and 23 above, are transferred and assigned, in whole or in part (as the Employer shall determine) and without the need for my consent or the formality of documentation or prescribed processes, to (a) any *Deloitte Entity* in connection with my transfer to that *Deloitte Entity* or (b) any entity that acquires all or a part of the assets or business of the Employer. All provisions of this Employment Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, representatives, successors, and assigns of the Employer and me, and any *Deloitte Entity* to which I may be transferred during my *Employment*, provided, however, none of my duties or obligations under this Employment Agreement may be assigned or transferred by me to any other person or entity without the Employer's prior written approval of such assignment or transfer. Any purported assignments in violation of this Paragraph 30 shall be null and void.

**31. Headings.** The headings contained in this Employment Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Employment Agreement.

I have read the foregoing, understand it, and agree to comply with its terms.

**For Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
 6718FF75DA89400...

Pooja Madhani

**Talent**

**Authorized Signatory**

Effective as of , I accept all the terms and conditions of the Employer as stipulated in this Employment Agreement.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

**EXHIBIT A**

The definitions below apply to the italicized terms that appear in the Employment Agreement (including the exhibits):

**Attest Client** – attest client (or an affiliate of such client) of Deloitte & Touche LLP or a *Deloitte Entity*.

**Authorized Signatory** – a director, officer or other person who is authorized to sign on behalf of a *Deloitte Entity*.

**Confidential Information** – any information not generally known to the public, in any *Form*, that (1) relates to the operation of a *Deloitte Entity* or provides the *Deloitte Entities* with a competitive advantage, (2) consists of Personally Identifiable Information (*PII*) or other personal information about *Personnel*, client and other third party personnel, independent contractors, subcontractors, agents, vendors, suppliers or others which the Employer or another *Deloitte Entity* receives in the course of business, and (3) all other information entrusted to the Employer or another *Deloitte Entity* by clients and other third parties. *Confidential Information* includes, but is not limited to, *Intellectual Property*, supplier information, designs, business or marketing plans, forecasts and financial information, tax returns, tax identification numbers, agreements, client or prospective client lists, specific information about clients or prospective clients such as preferences for specific products and services, client or prospective client needs based on financial history and past purchases of services, client or prospective client development plans, specific rates charged to a client or offered to a prospective client and other business or client records. *Confidential Information* also includes, but is not limited to, debit or credit card information, employment applications, organization charts, performance ratings and other personnel records.

**Deloitte Entity** – the Employer, Deloitte LLP, and any corporation, company, partnership, limited liability company or other entity (a) that (i) is owned, directly or indirectly, in whole or in part, by Deloitte LLP (the “Deloitte U.S. Firms”), including but not limited to Deloitte LLP subsidiaries in India, the Deloitte Touche Tohmatsu verein, Deloitte Global Services Limited, Deloitte Global Services Holdings Limited, Deloitte Touche Tohmatsu Limited (“DTTL”) or any member firm of DTTL or affiliate thereof (collectively, the “DTTL Member Firms”) or (ii) controls, is controlled by or is under common control with any of the entities listed in clause (i); or (b) in which any *Personnel* participated on its behalf, or carried out any duties with respect to its affairs. For purposes of this Employment Agreement, the term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract, or otherwise.

**Deloitte Property** – *Confidential Information*, *Systems*, equipment, debit and credit cards issued in connection with my *Employment*, furniture, facilities and any and all other materials owned, licensed or leased by a *Deloitte Entity*, including, without limitation, computerized or electronic information and all copies thereof in any form or media, created by, furnished to, obtained by or prepared by me in the course of my employment in any capacity.

**Deloitte India (Offices of the US)** - The following companies shall be deemed to be the affiliates of each other and are collectively referred to as Deloitte India (Offices of the US): (i) Deloitte Consulting India Private Limited (ii) Deloitte Tax Services India Private Limited (iii) Deloitte Support Services India Private Limited (iv) Deloitte Financial Advisory Services India Private Limited and (v) Deloitte & Touche Assurance & Enterprise Risk Services India Private Limited.

**Electronic Communications** – all text, audio, video, images, information, data, files and attachments created, displayed, sent, received, posted, accessed or stored, whether deleted or not, by means of the *Systems*.

**Employment** – the nature of my relationship with the Employer or a *Deloitte Entity* pursuant to this Employment Agreement. Alternatively, and depending on context, *Employment* is the period of time during which this relationship persists.

**Form** - paper, computer disc, USB drive, website; any other tangible or electronic medium by which information may be stored or accessed; and human memory.

**Independence** – National Office (Independence) of Deloitte LLP.

**Intellectual Property** - works of authorship (including, without limitation, books, articles, data compilations, software and other copyrightable materials), materials, patents, inventions, designs, techniques, methodologies, processes, discoveries, know-how, ideas, trade secrets, moral rights, trademarks and other indicia of origin together with the goodwill therein, and all patent applications, copyright and trademark applications and registrations, and extensions and renewals thereof, throughout the world.

**Intellectual Property Rights** – all rights, title and interest in Intellectual Property.

**PCAOB** – the United States Public Company Accounting Oversight Board.

**Personal Creations** – *Intellectual Property* that meet all of the following criteria: (1) it is conceived, developed, and created by me on my own time without using *Deloitte Property* or *Personnel* (during work hours), facilities, *Confidential Information* or *Works* of a *Deloitte Entity*, (2) it is unrelated to the actual or reasonably anticipated business or research and development of a

*Deloitte Entity*, and (3) it does not result from any work performed by me and the *Personnel* (during work hours) for a *Deloitte Entity*.

**Personnel** – partners, principals, members, officers and employees of a *Deloitte Entity*.

**PII** – information (excluding business contact information such as an individual's name and one or more of the following: organization name, organizational title, organizational role, business address, business telephone number (including business cell phone number and business email address) relating to an identified or identifiable natural person. An identifiable natural person is a natural person who can be identified, directly or indirectly, by reference to an identification number or factors specific to his or her physical, physiological, mental, economic, cultural or social identity. Set forth below is a non-exclusive list of information that constitutes PII when such information relates to an identified or identifiable natural person:

- Account number (bank account, credit card, etc.)
- Address
- Biometric identifier
- Certificate or license number
- Date of birth
- Government identifiers (such as PAN)
- Name\*
- Personnel Number
- Photograph or video identifiable to an individual
- Vehicle identifier or serial number
- Other information related to an individual that may directly or indirectly identify that individual (e.g., salary, performance rating, purchase history, call history, etc.)

\* Note: When an individual's name is used with PII that is not business contact information, it is included in the definition of PII.

**Pre-existing Agreements or Arrangements** – agreements or arrangements that (1) relate to any *Pre-existing Creations*; or (2) may affect my ability to comply with the requirements of this Employment Agreement, including all contractual and other restrictions or obligations with other parties, including any post-employment restrictions and required notifications to the extent applicable under 18 United States Code §207, CFR 3.104-4, and India laws, rules and regulations that may or will impose limitations on my professional activities during my *Employment* (such as any non-compete agreements with prior employers and the one-year ban on lobbying contacts).

**Pre-existing Creations** – any *Intellectual Property* and *Intellectual Property Rights* that were developed or created by me, alone or with others, or otherwise acquired by me, before the period of my employment in any capacity with the Employer, in which I claim any ownership or right.

**Proceedings** – past or pending (1) actual or threatened claims or complaints of, or arising out of service to, present or former clients, (2) regulatory, self-regulatory, disciplinary, administrative, civil or criminal investigations, inquiries, charges, complaints, actions, sanctions, alternative dispute resolution proceedings, other proceedings or matters (other than criminal proceedings which relate solely to the operation of a motor vehicle) of any kind or nature, in India or any other jurisdiction, against me, including criminal proceedings arising out of my provision of professional services, proceedings brought by a professional association, or proceedings involving the Securities and Exchange Board of India, United States Securities and Exchange Commission or the PCAOB, other professional bodies like the Institute of Chartered Accountants of India or (3) matters of any kind or nature which could adversely affect my association with the Employer or my ability to perform my duties or responsibilities to the Employer, whether set forth in this Employment Agreement or otherwise, or my registration with or licensure by any governmental, quasi-governmental, or other regulatory agency, body or entity, in or outside the United States or India.

**Systems** – the communications systems or any part of such systems that a *Deloitte Entity* owns, licenses or operates and approves for use, including, but not limited to, e-mail, text messaging, Lotus Notes, Deloitte Online (eRoom), instant messaging, local area network, wide area network, Intranet (e.g., DeloitteNet, D Street), Internet, extranet, collaborative tools (e.g., blogs, wikis, etc.), laptop and desktop computers, servers, air cards, Personal Digital Assistants, cell phones, telephones and voicemail.

**Works** – all *Intellectual Property*, in any *Form*, created by me, alone or with others, during the period of my *Employment* that (1) is created within the scope of my *Employment*; (2) relates in any manner to the actual or anticipated business, research, or development of a *Deloitte Entity*; (3) results from any work assigned to or performed by me, alone or with others, for the Employer; or (4) is created with the use of *Deloitte Property*.

**EXHIBIT B****Pre-existing Creations; Pre-existing Agreements or Arrangements**

I understand and agree that the Employer makes no attempt to verify my claim of ownership to any of the *Pre-existing Creations* listed, and makes no admission that any *Pre-existing Creations* listed are owned by me.

[If yes, please enter details below]

Yes, I do have *Pre-existing Creations, Pre-existing Agreements or Arrangements*

No, I do not have *Pre-existing Creations, Pre-existing Agreements or Arrangements*

<b><u>Title</u></b>	<b><u>Date</u></b>	<b><u>Brief Description</u></b>
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\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Print)

ACCEPTED AND AGREED TO:

**Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
6718FF75DA89400...

Pooja Madnani

**Talent**

Its: *Authorized Signatory*

\_\_\_\_\_  
Date

An *Authorized Signatory's* signature is required only if *Pre-existing Creations* or *Pre-existing Agreements* or *Arrangements* are listed pursuant to Paragraphs 2 and 11 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment made in light of Paragraph 2 that *Pre-existing Creations*, if any, are described and explained in sufficient detail so that the likelihood of confusion between the employee's *Pre-existing Creations* and the *Intellectual Property* of a *Deloitte Entity* can be avoided or minimized in the future and further indicates that the *Pre-existing Agreements* or *Arrangements* have been obtained and reviewed and that the *Authorized Signatory* is satisfied that such *Pre-existing Agreements* or *Arrangements* will not interfere with the employee's ability to comply with the requirements of this Employment Agreement.

**EXHIBIT C**

**Proceedings**

[none, unless otherwise specified]

Yes, I do have *Proceedings* to report

No, I do not have *Proceedings* to report

My signature below certifies that to the best of my knowledge, the information I have provided above, pursuant to Paragraph 3, is complete and accurate.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

**EXHIBIT D**

**Exceptions to Post-Employment Restrictions: re: Clients**

[none, unless otherwise specified]

As specified in Paragraph 13, I agree that after a period of three (3) years from my start date or the date of my employment, as the case may be, the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on Exhibit D to support the application of the obligations of Paragraph 12 to those clients.

Yes, I do have  
Post-Employment Restrictions  
re: Clients

No, I do not have  
Post-Employment Restrictions  
re: Clients

<u>Name of Client</u>	<u>Specified Kind of Services(s) Permitted</u>
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ACCEPTED AND AGREED TO:

**Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
6718FF75DA89400...

Pooja Madnani

**Talent**

Its:     Authorized Signatory	_____
	Date

I have read and understood the above policy terms.

_____	_____	_____
Signature	Name	Date

A n *Authorized Signatory's* signature is required only if information is provided pursuant to Paragraph 13 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment that criteria in Paragraph 13 have been fully satisfied, the clients listed have been properly identified, and the kinds of services permitted have been described with sufficient specificity.

## Terms and Conditions of Service

In continuation to our offer of employment with **Deloitte Tax Services India Private Limited** (the "Employer"), please note the terms and conditions of service.

The italicized terms in these Terms and Conditions of Service are defined in **Exhibit A** of the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement hereto.

### Terms of Service

#### 1. COMPLIANCE WITH INDEPENDENCE, ETHICS AND OTHER REQUIREMENTS

Deloitte & Touche LLP performs attest services for certain of its clients and is subject to the independence requirements of, among others, the United States Securities and Exchange Commission (SEC), the United States Public Company Accounting Oversight Board (PCAOB), and the American Institute of Certified Public Accountants (AICPA). These requirements mandate that certain of the Employer's employees and their relatives be independent of some or all of such attest clients and their affiliates in accordance with the policies of Deloitte LLP and its subsidiaries (the "Deloitte US Entities").

Upon joining the Employer, you will be asked to review a listing of the attest clients and the affiliates of such clients of certain of the Deloitte US Entities and disclose relationships or financial holdings that you or your relatives may have that could affect the independence of the Deloitte US Entities. Any relationships or holdings that conflict with, among other things, the requirements of the SEC, the PCAOB or the AICPA or the independence or ethics policies of the Deloitte US Entities will need to be resolved immediately. Further, you will be required to comply with these policies throughout your career with the Employer, including, when applicable, maintaining a current list of certain of your financial interests (but not their value) in the independence tracking system.

As a condition to your joining the Employer and continued employment, you are required to complete a representation regarding your understanding of, and compliance with, independence and other matters, on a periodical basis (as requested beginning on or prior to the date of you joining the Employer, annually thereafter, and upon certain changes in your role in the Employer), the details of which are provided in the independence representation. An example copy of this representation form is available for your reference on [www.deloittenet.com](http://www.deloittenet.com). The representation should be made to the best of your knowledge and ability. It is your responsibility to consult on any matter should you be uncertain or have a question. You are also requested to refer to [www.deloittenet.com](http://www.deloittenet.com) and *Independence* for more information in this respect. The representations made by you will be subject to an audit and may be reviewed by Deloitte LLP representatives and shared with certain third parties. If you are selected for such an audit, you will need to submit certain personal financial records to Deloitte LLP's internal audit team. Please be assured that Deloitte LLP fully intends to keep all information obtained through the audit process confidential and secure. You hereby give your consent to Deloitte LLP to use the information provided by you for such purposes as provided in the policies regarding independence and ethics.

In the event you (i) do not cooperate or comply with the independence requirements, or (ii) do not complete the necessary representations, or (iii) make inaccurate representation(s); you may be subject to disciplinary action including and up to termination of employment with the Employer.

Please feel free to contact or consult *Independence* should you require any further information or if you have any specific concerns in this respect.

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#### 2. NON DISCLOSURE, NON SOLICIT AND INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AGREEMENT ("Employment Agreement")

You will be expected to sign the Employer's Employment Agreement. Please contact Talent for further details.

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#### 3. HARRASSMENT POLICY

**Administrative Policy Release ("APR") 213** is the Employer's policy prohibiting harassment. Deloitte LLP's subsidiaries located in India ("Deloitte India (Offices of the US)") are committed to providing a working environment that is free from harassment based on caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis, in accordance with applicable Indian central, state or local law. Expressly forbidden are unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Depending on the circumstances, such harassment may also include conduct such as stereotyped or demeaning remarks or gestures or the display or circulation, whether in writing or electronically, of materials or pictures offensive to persons because of their caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis in accordance with applicable Indian central, state or local law. The full policy will be accessible to you on DeloitteNet after joining Deloitte U.S. India.



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#### 4. WORKING HOURS, HOLIDAYS, LEAVES AND MATERNITY BENEFITS

You will be provided with your standard working hours, which may vary over the course of your career. The Employer may, from time to time, subject to applicable laws, require the employee to work beyond these hours.

You shall be entitled to paid holidays and leave as per the Employer's policies.

Women employees are eligible for maternity benefits as per the recent amendments (2017) in the maternity benefit act, 1961, including having 26 weeks of maternity leave with pay, as applicable.

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#### 5. RETIREMENT AGE

The age of retirement for employees of Deloitte India (Offices of the US) is 60 years. Your employment will therefore automatically terminate at the end of the month in which you attain 60 years.

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#### 6. TRANSFERS

You may be transferred, assigned, or asked to attend training at the offices of a Deloitte Entity or its clients or third parties in India or abroad with or without additional compensation. In such an event, you will also be governed by the terms and conditions of service applicable to the transfer, assignment, or training.

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#### 7. NOTICE PERIOD FOR TERMINATION OF SERVICES

The notice period for termination of your services is **60 Days** by either side and/or salary in lieu of notice period on part of the Employer only.

The Employer expects all employees to maintain the highest standards of professional conduct at all times.

In order to assure orderly operations and provide the best possible work environment, the Employer expects you to follow rules of conduct that will protect the interests and safety of all personnel, including but not limited to the Code of Ethics and Professional Conduct.

In the event of any breach of the Code of Ethics and Professional Conduct, non-performance of a contractual obligation or the terms and conditions laid down in this Annexure, or if you engage in any misconduct whether or not in connection with or affecting the business or affairs of the Employer or the work conduct, as specified by Employer, you will be subject to disciplinary action up to and including termination of your services/ employment with the Employer without any notice or payment in lieu of notice notwithstanding any other terms and conditions stipulated herein.

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#### 8. MISCONDUCT

Misconduct may include but is not limited to:

- Irregular attendance: repeated or excessive absence, tardiness or early departures/ late comings without approval.
- Unreported or unapproved absence (including overstay of leave) for more than five consecutive days or deviation from assigned and accepted schedule for more than five days.
- Falsification or manipulation in background verification process or employment records, employment information, or other records prior to or after joining the Employer.
- Falsification or manipulation of Deloitte Time & Expense (DTE).
- Knowingly providing false statements, either verbally or in written form.
- Neglect of normal duties and functions.
- Practices such as reading personal materials during working time, having obscene or inappropriate posters or screen savers at your work station, playing games at your work station, etc.
- Continued discharge of work functions that do not meet the standards reasonably expected.
- Breach of the confidentiality provision in the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement including disclosing to any unauthorized person any *Confidential Information* or *PII*.
- Willful insubordination or disobedience, whether or not in combination with another, of any lawful and reasonable instructions of any member of management or any authorised person.
- Engaging in unapproved outside employment and activities as defined in APR 218 (US & IND)

([https://deloitte.net.deloitte.com/About/Policies/Admin/Pages/218\\_OutsideEmploymentActivities\\_US.aspx](https://deloitte.net.deloitte.com/About/Policies/Admin/Pages/218_OutsideEmploymentActivities_US.aspx)).

- Installing, downloading, copying or duplicating any unauthorized or unlicensed software, programs, games, or attachments on any computer system of the Employer or of any *Deloitte Entity* or its clients.
- Engaging in any illegal activities.
- Workplace violence, including threats of physical violence.
- Corporate credit card delinquencies.
- Causing damage to the property of the Employer, any *Deloitte Entity*, its clients, or their respective personnel
- Going on or abetting a strike in contravention of any law.
- Theft of any property belonging to another, the Employer or any *Deloitte Entity*, or their respective personnel, clients, or visitors
- Possession of firearms, explosives, knives or any instruments that can be used as an injurious or deadly weapon in the workplace or at any *Deloitte Entity* sponsored event.
- Corruption, fraud, or misappropriation of funds.
- Failure to comply with the policies, guidelines, rules and regulations of the Employer or a *Deloitte Entity* as applicable.
- Excessive personal use of the Employer's telephone, fax or computer systems.
- Failure to adhere to applicable laws.
- Any act prejudicial to or in conflict with the interests of the Employer or a *Deloitte Entity*.

The above terms and conditions are based on, and should be read in conjunction with, the Employer's policies, guidelines, procedures and other rules currently applicable, including but not limited to Administrative Policy Releases (APRs) and Deloitte India (Offices of the US)'s other policies, guidelines, rules, and regulations. The above rules are subject to amendments from time to time and the amended rules, policies, procedures, and guidelines would be posted on the Employer's Intranet site i.e. <https://deloitte.net.deloitte.com/Pages/Home.aspx> for employee reference. The policies will be updated from time to time in the future and we deem to have your consent to any and all such changes. Furthermore, upon acceptance of employment with the Employer, you may be requested to read and acknowledge acceptance of various policies and guidelines of the Employer. It is expected that you will read and acknowledge all such communications.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name



### Training Agreement

On behalf of **Deloitte Tax Services India Private Limited**, please accept our congratulations on your recent offer of employment to join the Company as **Tax Consultant I** pursuant to the terms and conditions of your offer letter dated **August 26, 2024**. You made a very favorable impression with everyone you met and we are excited about the possibility of you joining the Company.

As you may be aware, as a condition of employment with the Company, you may be required to travel Overseas to attend a series of training sessions for a period of up to 90 days. This training will be a combination of classroom procedural training as well as on-site training to observe employees conducting similar work at various client locations. This training represents the confidence we have in your ability to be a valuable member of the practice of the Company.

As per Company policy, we kindly bring to your attention that all employees attending training overseas are required to sign a Training Agreement which will obligate the employee to repay a calculated amount of the costs associated with the training, only if the employee resigns his/her position or are terminated for cause within a specified period after completion of the training (usually between 6 to 18 months). This repayment obligation disappears after the specified period of time has lapsed. We all look forward to seeing you again soon and having you join our team of outstanding professionals.

Sincerely,

For **Deloitte Tax Services India Private Limited**

DocuSigned by:

*Pooja Madhuni*

6718FF75DA89400...

By:

Signature

**Authorized Signatory**

**Deloitte Tax Services India Private Limited****Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District, CIRCLE 3, Hyderabad - 500032, Telangana, India****Tel: +91 040 67621000**  
**www.deloitte.com****Subject: Offer of Employment****Dear HARSHITHA B R**

On behalf of **Deloitte Tax Services India Private Limited** (the "Employer" or "Company"), I am pleased to confirm our offer of employment to you as **Tax Consultant I** based in **Hyderabad**.

We extend this offer, and the opportunity it represents, with great confidence in your abilities. You have made a very favorable impression with everyone you met and we are excited with the prospect of you joining our organization on **OCT 12, 2022**.

Your immediate manager will communicate details of your role and work responsibilities in the initial weeks of your joining the Employer. During your employment, the Company may require you to work on any project that you are assigned to, on any technical platforms/skills and nature of the project, in differentiated work timing, at designated work space and location as may be decided by the company.

As part of your annual compensation, you will receive a Total Salary of **382500** and, will be eligible for a performance linked variable bonus. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount could vary depending upon the business and individual performance each fiscal year and, in some situations, could exceed the payout range indicated. Any amounts paid will be subject to statutory and other deductions as per Employer policies and practices. The details of your compensation breakdown are provided in the attached Annexure A.

As an incentive to join the Company, you are eligible to receive a joining bonus of **Rs./₹ 100,000/-** subject to your reporting for full-time employment on **OCT 12, 2022**.

. This amount will attract applicable taxes and will be processed as part of your first month's payroll. You will have an obligation to repay the entire amount of your joining bonus if you resign your position or are terminated for cause by the Company within **12 months** of your start date.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

Your employment with us will be governed by the Terms and Conditions as detailed in **Annexure B**, as well as any and all rules, regulations, guidelines, policies and practices of the Employer, which may be amended from time to time. Deloitte LLP and its U.S.-based subsidiaries (the "Deloitte U.S. Firms") requires their employees to make the necessary representations regarding independence and other matters. Because the Employer is an Indian subsidiary of Deloitte LLP, we must also comply with these independence requirements. Accordingly, this offer is conditional upon you agreeing to make such representations under the Employer's Independence Representations requirements, as further explained in **Annexure B**.

Your compensation details are confidential, and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization. We would like you to join the Employer on, or an alternative mutually agreed upon date.

This offer letter, together with the Annexures described herein, and the Non-Disclosure, Non Solicit and Intellectual Property Rights Assignment Agreement, the Information Security Policy (which you are required to sign upon joining), constitute the entire agreement between the parties with respect to the subject matter of this offer, and supersedes all other previous or contemporaneous oral or written representations, understandings or agreements relating to the subject matter of this offer between you and the Employer or its affiliates.

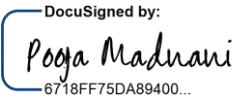
In compliance with applicable laws, Deloitte India (Offices of the US) provides its professionals with home pick-up and drop transport services within **pre-defined** boundary if their shift timings are between 8:30 p.m. - 6:00 a.m. in Hyderabad, 9:00 p.m. - 6:00 a.m. in Mumbai, Pune; 7:00 p.m. – 6:00 a.m. in Gurugram, 8:00 p.m. - 6:00 a.m. in Bengaluru, Chennai, and Kolkata.

This letter and **Deloitte Tax Services India Private Limited** employment application are intended to be final. To accept the offer and the terms of this letter, please sign below in the space provided within three business days.

everyone you have interviewed with joins me in extending to you congratulations and warm regards. We look forward to you joining our team.

Sincerely,

**For Deloitte Tax Services India Private Limited**  
Best regards,

By:   
Signature

**Authorized Signatory**

**Acceptance**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Annexure A****Tax Consultant I -**

<b>Description</b>	<b>Monthly</b> (Rs. per month)	<b>Annual</b> (Rs. per Annum)
Basic Pay	<b>17,500</b>	<b>210,000</b>
House Rent Allowance (HRA)	<b>8,750</b>	<b>105,000</b>
Special Allowance <sup>1a &amp; 1b</sup>	<b>11,867</b>	<b>142,404</b>
Leave Travel Allowance <sup>2</sup>	<b>1,750</b>	<b>21,000</b>
Differential Allowance	<b>5,833</b>	<b>69,996</b>
Meal Card <sup>3</sup>	<b>2,200</b>	<b>26,400</b>
Employer's contribution to PF	<b>2,100</b>	<b>25,200</b>
<b>Total Salary (in Rs.)</b>	<b>50,000</b>	<b>600,000</b>
Variable Bonus*	You are eligible for a performance linked variable bonus. It will be paid out at the end of the fiscal year, as applicable and on the basis of your individual performance and performance of the business	
Medical Insurance Premium <sup>4</sup>	<b>3,014</b>	<b>36,167</b>

\*The Variable Bonus will vary, primarily based on your individual performance and the performance of the business, during the Employer's fiscal year which is June through May. Your performance will be formally assessed as a part of the Employer Performance Review Cycle Process. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount will vary depending upon the business and individual performance and in some circumstances, could exceed the payout range indicated. The performance of all the employees who have joined the Employer prior to March 1st will be assessed for the fiscal year ending in May. The disbursement of a Variable Bonus, if applicable, is subject to you being active on the rolls of the Employer, during the Annual Incentive Program payout cycle for the fiscal year. For employees joining during the period March 1st to May 30th, a prorated Variable Bonus, if applicable, will be based on the first year-end review ratings in the subsequent year and paid during the Annual Incentive Program payout cycle of that year. The Variable Bonus will not be paid in the event of termination of employment for any reason on or before the disbursement time. The application and interpretation of, and any determinations related to, the Variable Bonus is at the sole discretion of Employer. Employer may amend or terminate the Variable Bonus at any time. All compensation and benefits are based on employee's position with the Employer in India.

Contd/-....

Annexure A

<sup>1</sup>All employees may claim tax exemption, subject to tax rules from time to time, from their Special Allowance component, expenses incurred towards communication and Driver / Fuel & Maintenance Expenses as per eligibility mentioned below:

**Employee Level -  
Tax Consultant I**

<sup>1a</sup>Communication Expenses

<sup>1b</sup>Fuel Expenses

*Only one Post paid mobile, one Land Phone  
and One internet connection bill(s) can be  
claimed.*

*Petrol / Driver / Insurance / Repairs &  
Maintenance*

**Rs./₹ 3,000/-** per month

**Rs./₹ 7,500/-** per month

<sup>1a</sup> The internet/telephone/mobile bills should be in the Employee's name.

<sup>1b</sup> For claiming vehicle running expenses (Driver / Fuel / Repairs & Maintenance expenses) the vehicle has to be in the name of the Employee and the current tax rules are as under. The above limits will be applicable for all those who are on company car lease program and the below limits will apply for all those who are on self-owned car. In case of company leased car, taxability would be as per the current perquisite valuation rules.

Nature of Expenses	Own Vehicle –Maximum Tax exemption limit per month		
	4 Wheelers (Engine Capacity)		
	<= 1600 cc	> 1600 cc	Two Wheelers
Fuel & Maintenance	Rs. 1,800	Rs. 2,400	Rs. 900
Driver's Salary	Rs. 900	Rs. 900	Not applicable

All employees at and above **Senior Staff** are eligible for the company car lease program. If you choose to avail of this benefit, the amount towards lease rental will be paid by the firm on your behalf to the leasing company and your compensation structure will be adjusted accordingly. A revised letter with the new compensation structure will be issued that will supersede this letter for all practical purposes.

<sup>2</sup> The Leave Travel Allowance (LTA) will be paid on a monthly basis as an allowance with tax deducted at source. If you choose to avail the tax benefit on LTA, you should submit proof of expenses incurred by you for Self and / your immediate dependents. The taxability or otherwise of LTA will be as per the Income Tax Act 1961, details of which will form part of the LTA Form.

<sup>3</sup> Meal Card amount will be credited at the start of each month and for the first month (For New Hires) prorated amount will be processed as part of payroll. If not collected, it will be processed as a taxable amount with the salary.

<sup>4</sup> Annual Floating Medical Insurance Coverage for self and **6 dependents** is being paid by the Employer on your behalf. The premium amount is subject to change every year post renewal of insurance policy. In case you opt for an enhancement of the coverage limit, the additional premium will be adjusted accordingly from the special allowance.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

You may also be eligible to either a One-time Stipend or a temporary lodging basis joining the registered office location, you will receive a survey from Deloitte prior to your joining.

You may select the best option for availing the relocation assistance. If an employee who has availed this reimbursement decides to quit within 18 months from the date of relocation claim for whatever reason, the relocation reimbursement paid to the employee will be recovered in full, from the employee's full and final settlement.

By joining the Company, you will become a member under the 'Deloitte USI Employees Welfare Trust' and may be required to make a nominal contribution as a member.

Original bills towards the above components should be submitted during the Income Tax fiscal period evidencing the expenditure to get Income Tax exemption, failing which the same will attract applicable Income Tax.

Submission of false, tampered or altered bills as proof of expense for any of the above components will result in disciplinary action including termination of employment.

**Your compensation above is subject to income tax deduction per rules and guidelines prescribed under the prevailing tax laws. This may change from time to time in line with the amendments done in tax laws.**



## Annexure B

### **Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement ("Employment Agreement")**

In consideration of my employment by **Deloitte Tax Services India Private Limited**, an Employer incorporated under the provisions of the Companies Act, 1956 and having its registered office **Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District, CIRCLE 3, Hyderabad - 500032, Telangana, India** (the "Employer") as **Tax Consultant I** - and other valuable consideration, I acknowledge and agree that:

#### **PRELIMINARY MATTERS**

**1. Defined Terms.** The italicized terms in this agreement (the "Employment Agreement") are defined in **Exhibit A** hereto.

**2. Pre-existing Agreements or Arrangements.** I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Agreements or Arrangements*. The Employer expects me to abide by all restrictions or obligations that are contained in such Pre-existing Agreements or Arrangements and to avoid involvement, while employed by the Employer, in any matter that could pose a conflict as a result of confidential information or intellectual property obtained by me prior to my *Employment*. I further represent that none of these restrictions or obligations, including those set forth in any non-compete agreements with prior employers, is inconsistent with my acceptance of the Employer's offer of *Employment* or my becoming, and serving as, **Tax Consultant I** of the Employer. To the extent applicable and if I am joining the Employer after having served as an employee or official of the United States Government, I further represent that: (1) I have disclosed my prior participation, if any, in any discussions or negotiations with, or decisions to award contracts to, the Deloitte U.S. Firms while I was employed by the United States Government; and (2) I had either recused myself or had not played an active role in the applicable United States Government agency's decision to award any contracts to the Deloitte U.S. Firms while I was employed by the United States Government.

#### **PROTECTION OF OUR BUSINESS**

**3. Reporting of Proceedings.** Except as provided by law and except as I have disclosed in writing on **Exhibit C** to this Agreement, I represent and warrant that I have no *Proceedings* to report. Should I become a subject of any *Proceedings* during my association with the Employer, I agree to immediately report, in writing, all relevant facts to the Chief Talent Officer of Deloitte LLP, the Regional Talent Director of the Employer, and the Chief Ethics and Compliance Officer of Deloitte LLP. I understand that my responses are subject to audit and review by the Employer and others in accordance with applicable professional, ethical, legal, or Employer requirements, rules, regulations, policies, or practices, or other requests.

**4. Confidentiality.** I acknowledge that, by virtue of my *Employment*, I will acquire and be exposed to, have access to, make use of and/or create *Confidential Information*. Therefore, I agree to hold in trust and confidence all such *Confidential Information*. I will neither disclose any such *Confidential Information* to anyone outside a *Deloitte Entity* without the prior written approval of an *Authorized Signatory*, except as required by my authorized duties for the Employer, nor use any such *Confidential Information* for any purpose other than for the benefit of a *Deloitte Entity*.

**5. Third Party Information and Property.** I agree that during my *Employment*, I shall not use or disclose any confidential information or intellectual property of any former employer or other person or entity without the prior written authorization of such employer, person or entity and the prior written consent of an *Authorized Signatory*. If I were to use or disclose any such Confidential Information or Intellectual Property without prior consent, and any of the *Deloitte Entities* become the subject of any claim from a third party regarding such unauthorized use or disclosure, I agree to hold harmless and indemnify the *Deloitte Entities* for any legal defense costs and/or damages related to any such claim.

**6. Authorization.** Only employees of the Employer holding a senior or managerial position with the Employer will be authorized by a specific authorization, delegation, or power of attorney to sign legal documents, representing the Employer. Similarly, only such authorized employees of the Employer may speak about the Employer, the business and plans, various client-related projects etc.

**7. Competing Activities and Conflict of Interest.** During the period of my *Employment* I will not, directly or indirectly, participate in or in any way render services or assistance to any business that is or may be competitive with a *Deloitte Entity*, whether or not for compensation, or engage in any conduct which might result in, or create the appearance of using my position for private gain or other than for the benefit of a *Deloitte Entity*, or otherwise create a conflict, or the appearance of a conflict, of interest with a *Deloitte Entity*. Such conduct shall include, but not be limited to, having an undisclosed financial interest in any vendor or supplier of a *Deloitte Entity*, accepting payments of any kind or gifts other than of a nominal value from vendors, clients or suppliers, or having an undisclosed relationship with a family member or other individual who is employed or



associated with any entity in active or potential competition with a *Deloitte Entity*, and which creates a conflict of interest. I represent and warrant that I am not currently aware of any present or past violation of this provision.

**8. Authorization to Access Systems and Electronic Communications and use of Deloitte Property.** I understand that while employed with a *Deloitte Entity*, I will use and have access to the Systems. I also acknowledge that a *Deloitte Entity* has the right at any time to access, retrieve, delete, monitor, examine, use and/or disclose my Electronic Communications and information from (or about) me and the content, without notice to me, and that such *Electronic Communications* are considered part of a *Deloitte Entity's* business and client records and are not to be considered private or personal to me or any other *Personnel*. I further acknowledge that this right extends to *Electronic Communications* transmitted for either a business or personal purpose.

I agree that I am authorized to access the *Systems* only for approved business purposes and occasional personal use if such use does not interfere with my work responsibilities and other required business activities, business operations, or *Systems* performance. However, I also acknowledge that such occasional personal use does not create an expectation of privacy as to any of my personal *Electronic Communications* and, as such, are *Deloitte Property*.

I further acknowledge that I am not authorized to use the *Systems* for personal gain or any illegal or unethical use. I agree that under no circumstances am I authorized to access any of the *Systems* for the purpose of obtaining *Deloitte Property* for a competitor of a *Deloitte Entity*, transmitting *Deloitte Property* to me (e.g., emailing *Confidential Information* to my personal email address) or to a third party for purposes other than furthering the business objectives of a *Deloitte Entity*. I am not authorized to download a *Deloitte Entity's Confidential Information* or other *Deloitte Property* to removable media such as a CD Rom, disk or thumb drive other than as authorized for furthering the business objectives of a *Deloitte Entity*.

I will be responsible for the safe keeping and return in good condition and order of all the *Deloitte Property* that may be in my use, custody, care or charge. For the loss of any *Deloitte Property* in my possession or custody or for which I have been assigned responsibility, the Employer will have a right to assess on its own basis and recover from me, the damages in respect of such materials (out of the amounts due to me or otherwise) and to take such other legal action as it deems appropriate including termination of my employment without notice or payment in lieu thereof in the event of my failure to account for such material or property to its satisfaction.

**9. Security.** I am provided with a worktable and lockable storage space. I will ensure they are locked when unattended and understand that a duplicate key will only be provided if I sign for it. I am required to display my identity card to the appropriate security personnel on demand and at all times within the office premises.

**10. Ownership of Works.**

a. I agree that the Employer owns all rights, title and interest in and to all *Works*.

b. I agree that all *Works* are deemed works made for hire under India copyright or applicable laws or equivalent laws of any applicable foreign jurisdiction, and all *Intellectual Property Rights* therein vest automatically in the Employer upon creation of the *Works*. I agree that, to the extent any *Work* is held not to be a work made for hire, I hereby irrevocably assign all *Intellectual Property Rights* in the *Work* to the Employer. Notwithstanding anything contained in Section 19(4) of the Indian Copyright Act, 1957, I agree that such assignment shall continue to be in force for perpetuity irrespective of whether or not the Employer exercises its rights as the assignee for any period of time.

c. I will at all times, even after termination of my *Employment*, do whatever the Employer reasonably requests of me, at the Employer's expense, to document the assignment of any *Works* to the Employer or to assist the Employer in pursuing, renewing, extending or assigning any *Intellectual Property Rights*, and otherwise perfecting, protecting and enforcing said *Intellectual Property Rights* in, any *Works*. I agree that, as between me and the Employer, the Employer shall be the sole author, inventor, and owner of all such *Works* and *Intellectual Property Rights* therein throughout the world, and that the Employer shall have the sole right to seek copyright registrations, patents or trademark registrations, including all extensions and renewals thereof. I also hereby agree that I waive all moral rights in any *Works*.

I also agree to assign all my right, title and interest in and to any particular *Works* to a third party as directed by the Employer.

In the event the Employer is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraphs, I hereby irrevocably designate and appoint the Employer and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and in my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraphs with the same legal force and effect as if executed by me. I hereby waive any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any *Works* assigned hereunder to the Employer.

d. During a 12 month period after termination of my *Employment*, I agree that any *Intellectual Property* I create or conceive that results from and is related to any work assigned to or performed by me for the Employer, or that was created using *Deloitte Property*, is a *Work* that is subject to Paragraph 10 (b) above. For purposes of clarification, the foregoing provision is in addition to, and not in limitation of, any rights and remedies the Employer may have under the applicable laws protecting *Intellectual*

*Property of the Deloitte Entities.*

e. I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Employer) of all *Works* developed by me during the period of my employment with the Employer, which records shall be available to and remain the sole property of the Employer at all times.

**11. Pre-existing Creations; Personal Creations.** My obligations in Paragraph 10 do not apply to *Pre-existing Creations* and *Personal Creations*. I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Creations*. I acknowledge and agree that I will not assert any ownership rights against the *Deloitte Entities*, or their respective clients, with respect to any *Pre-existing Creations* unless they appear on **Exhibit B**, and **Exhibit B** has been accepted and agreed to by an *Authorized Signatory* who has signed at the bottom of such **Exhibit B**. I further agree that I shall not use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment* without the prior written consent of an *Authorized Signatory*. To the extent that I use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment*, I agree that, except as otherwise provided in a written agreement executed by me and the Employer, I hereby grant to the Employer an irrevocable, royalty free, perpetual, fully paid up, transferable, sub-licensable license to use, reproduce, distribute, display, perform, modify and create derivative works of and otherwise exploit such *Pre-existing Creations* or *Personal Creations* for any purpose including, but not limited to, client engagements.

**12. Post- Employment Restrictions re: Clients.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or serving of certain clients related to my work for a *Deloitte Entity* would necessarily involve the unauthorized use or disclosure of *Confidential Information*, and the proprietary relationships and goodwill of the *Deloitte Entities*, and, in the case of my serving of certain clients, could compromise the full compliance of the Employer or another *Deloitte Entity* with the applicable laws, rules and regulations of a U.S. or India regulatory body or other independence-related requirement of a regulatory body. Accordingly, during the period of my *Employment* and for a period of one year thereafter, I will not, directly or indirectly, solicit or provide services to any existing client of a *Deloitte Entity* with which I had personal contact and provided services during the two-year period prior to termination of my *Employment*.

**13. Exceptions to Post- Employment Restrictions re: Clients.** I understand that the obligations of Paragraph 12 will not apply for a period of three (3) years after my start date or the date of my promotion or transfer to clients of a *Deloitte Entity* and/or certain specified kinds of services rendered to such clients that meet all of the following criteria: (a) are personal clients of mine who came to a *Deloitte Entity* solely to avail themselves of certain specified kinds of services rendered by me and only as a result of my own independent recruitment efforts, which a *Deloitte Entity* neither subsidized nor otherwise financially supported as part of a program of client development, (b) are listed on **Exhibit D** expressly by name with respect to client and with sufficient specificity with respect to the kinds of service(s) that I will be permitted to render, and (c) are accepted and agreed to as to their listing on **Exhibit D** by an *Authorized Signatory* who has signed at the bottom of such Exhibit. I agree that after a period of three (3) years from my start date or the date of my promotion or transfer the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on **Exhibit D** to support the application of the obligations of Paragraph 12 to those clients.

**14. Future Employment with Clients.** Except as otherwise provided herein, I understand that I am not prohibited from accepting employment with a client (or an affiliate of such client) of a *Deloitte Entity*. Before entering into substantive discussions with an *Attest Client* regarding any employment opportunity, I acknowledge and agree that during my *Employment* and for five years thereafter I must first notify *Independence* and obtain prior written approval from *Independence*. I acknowledge and understand that it is the intent of the Employer to interpret and apply this provision (a) in an effort to ensure the full compliance of the *Deloitte Entities* with applicable U.S. and India laws, rules, and regulations; (b) to serve the public interest; and (c) to protect the legitimate interests of the *Deloitte Entities* or their respective *Attest Clients* under applicable U.S. or India laws, rules and regulations in a manner that is no greater than is reasonably necessary to protect such interests and without being unduly harsh and oppressive to me and my interests in future employment with an *Attest Client*. Further, I acknowledge and agree that because of, among other things, the importance of the *Deloitte Entities* remaining in compliance with applicable independence rules, such approval may be withheld by *Independence* in the event that my employment with an *Attest Client* would, in the view of Deloitte LLP, be inconsistent with applicable laws, rules and regulations or jeopardize the independence of a *Deloitte Entity* with respect to such *Attest Client*.

**15. Restrictions re: Personnel and Contractors.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or hiring or of any of its *Personnel* or contractors of the *Deloitte Entities*, or my participation in their hiring, admission or retention, would necessarily involve the unauthorized use or disclosure of *Confidential Information* or the proprietary relationships and goodwill of the *Deloitte Entities*. Accordingly, during my *Employment* and for one year thereafter, I will not, directly or indirectly, (a) solicit or attempt to solicit, or participate in the solicitation of or any attempt to solicit any *Personnel* to leave a *Deloitte Entity*, or to join any firm or business with which I may be or become affiliated; (b) participate in the hiring or admission of any *Personnel*; or (c) cause a contractor of a *Deloitte Entity* to cease providing services to, with, or on behalf of the *Deloitte Entity*.

**16. Post- Employment Restrictions re: Deloitte Property.** Upon termination of my *Employment*: (a) I will not use or disclose *Deloitte Property*, including, but not limited to, *Confidential Information* and *Works*, for any purpose; (b) I will not retain or take with me any *Deloitte Property*; (c) I will immediately deliver to a *Deloitte Entity* at any location that it designates, at my expense, within one business day after the termination of my *Employment* or on an alternate date designated by a *Deloitte*

*Entity*, any *Deloitte Property* that I may then or thereafter hold or control; and (d) I agree to allow a *Deloitte Entity* to inspect any of my personal or home computers, including smart phones, tablet computers, or any device, media or location capable of storing electronic data, to determine whether any *Deloitte Property* resides on such computers and to permit a *Deloitte Entity* to remove such *Deloitte Property*.

## OTHER POST- EMPLOYMENT OBLIGATIONS

**17. Transition of Work and Cooperation.** Upon termination of my *Employment* for any reason, I will cooperate with a *Deloitte Entity* in all matters relating to the completion of pending work and its orderly transfer. I will also cooperate fully with a *Deloitte Entity* in connection with any threat of or actual legal proceeding against a *Deloitte Entity* or any client, customer or licensor of a *Deloitte Entity* arising out of any matter with or of which I had contact or knowledge during my *Employment*.

**18. Notification of Post- Employment Obligations.** I agree that prior to accepting employment or affiliation with another firm or business I will advise such firm or business of my duties and obligations under this Employment Agreement. After my *Employment* ends, I agree that a *Deloitte Entity* shall be permitted to advise any firm or business with which I have accepted an offer of employment or affiliation concerning my duties and obligations under this Employment Agreement.

**19. Certification.** I agree that during or after my *Employment* I will, if requested, provide written certification in such form as the Employer may require that I have complied with my obligations hereunder, including, without limitation, those obligations set forth in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15 and 16 of this Agreement.

## OUR ENFORCEMENT RIGHTS AND REMEDIES IN THE EVENT OF A BREACH

**20. Equitable Relief and Attorney's Fees.** I acknowledge and agree that a breach of this Employment Agreement, including, but not limited to, a breach of my duties and obligations under the terms and conditions of Paragraphs 4, 5, 7, 8, 9, 10, 12, 14, 15 or 16 would cause irreparable harm to the *Deloitte Entities* and that, in addition to other remedies, the Employer on behalf of itself or another *Deloitte Entity* is entitled to a temporary restraining order, an injunction or other equitable relief to prevent any such breach. I also acknowledge that, to the extent permitted by law, a *Deloitte Entity* will be entitled to the payment of the *Deloitte Entities'* reasonable costs and attorney's fees incurred in enforcing this Employment Agreement. I also acknowledge that, to the extent permitted by law, the Employer may request that a court extend the one year period following the termination of my *Employment*, as provided in Paragraphs 12 and 15, to correspond with the period that I participated in activities prohibited by Paragraphs 12 and 15.

**21. Liquidated Damages: Client Fees.** I agree that in the event of a breach under Paragraph 12, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

**22. Liquidated Damages: Compensation.** I agree that the precise amount of damages flowing from a breach under Paragraph 15 would be impracticable or extremely difficult to ascertain in an actual amount. Therefore, I agree that in the event of a breach under Paragraph 15, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by or owed to any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

**23. Right of Inspection.** I agree to permit the Employer (or to use my best efforts to enable the Employer) to inspect my books and records (and the books and records of any entity which employs or is associated or affiliated with me), upon request and at reasonable times, to enable the Employer to confirm the calculations described above and to verify compliance with Paragraphs 12 and 15. The Employer shall keep confidential any proprietary information obtained, except as may be necessary or desirable to enable the Employer to enforce its rights under this Employment Agreement and except as may be required by any statute, court or administrative order to decree or government ruling or regulation.

**MISCELLANEOUS**

**24. Governing Law; Choice of Forum.** This Employment Agreement is deemed to have been executed in the Employer's office in **Hyderabad, Telangana, India** and will be construed and governed in accordance with the laws of the Republic of India without regard to its conflicts-of-law principles. You agree to submit to jurisdiction before any court of record in which the Employer's office to which you were assigned is located, or in which a breach of this Employment Agreement may occur, at the election of the Employer, and you waive any right to raise questions of personal jurisdiction or venue in any action the Employer may bring against you in any such court. You further agree to accept service of process/summons/legal notice from the Employer when that process/summons/legal notice is either sent to your last known address by certified mail or served by any other means permitted under the law of the jurisdiction in which the Employer may bring an action against you.

**25. Modifications.** My obligations hereunder may not be changed or modified, released, discharged, abandoned or terminated, in whole or in part, except by an instrument in writing signed by an *Authorized Signatory*.

**26. Severability.** Every provision of this Employment Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such term or provision will be enforced to the maximum extent permitted by law and, in any event, such illegality or invalidity shall not affect the validity of the remainder of the Employment Agreement.

**27. Blue-Penciling.** If any court determines that any provision of this Employment Agreement, or any part hereof, or the application of any such provision, or any part hereof, to any person or circumstance is unenforceable or void, such court shall have the power to modify such provision, or any part hereof, to the extent necessary to render it legal and enforceable while preserving its intent, or if such modification is not possible, by substituting therefore another provision that is legal and enforceable and that achieves the same objective.

**28. Waiver.** None of my obligations under this Employment Agreement shall be deemed to have been waived by the Employer except if the giving of such waiver is contained in a written notice given to me and no such waiver shall be deemed to be a waiver of any other or further obligation I have under this Employment Agreement.

**29. Entire Agreement.** This Employment Agreement, the Employer's employment application, the Terms and Conditions of Service issued pursuant to the offer of employment and any documentation employing me or transferring me to the Employer, contain the entire understanding between me and the Employer or any other *Deloitte Entity* with respect to the subject matter hereof and supersedes all prior representations, warranties, and agreements with respect to such subject matter, and no representations, warranties or other covenants exist with respect to such subject matter that are not contained or expressly referred to herein. Notwithstanding the foregoing, any written agreement between a *Deloitte Entity* and me with respect to the subject matter hereof that was signed by me prior to the effective date of this Employment Agreement shall remain valid and enforceable according to the terms of such agreement with respect to all acts and omissions occurring prior to the effective date of this Employment Agreement. In the event of a conflict between this Employment Agreement and the employment application or any other document purporting to set forth terms and conditions of my *Employment*, this Employment Agreement will control.

**30. Transfer and Assignment.** Unless as the Employer shall otherwise determine, the rights, obligations and benefits of the Employer under this Employment Agreement, including but not limited to those rights and benefits relating to my post-Employment obligations set forth in this Paragraph 30 and in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19 and 23 above, are transferred and assigned, in whole or in part (as the Employer shall determine) and without the need for my consent or the formality of documentation or prescribed processes, to (a) any *Deloitte Entity* in connection with my transfer to that *Deloitte Entity* or (b) any entity that acquires all or a part of the assets or business of the Employer. All provisions of this Employment Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, representatives, successors, and assigns of the Employer and me, and any *Deloitte Entity* to which I may be transferred during my *Employment*, provided, however, none of my duties or obligations under this Employment Agreement may be assigned or transferred by me to any other person or entity without the Employer's prior written approval of such assignment or transfer. Any purported assignments in violation of this Paragraph 30 shall be null and void.

**31. Headings.** The headings contained in this Employment Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Employment Agreement.

I have read the foregoing, understand it, and agree to comply with its terms.

**For Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
 6718FF75DA89400...

Pooja Madhani

**Talent**

**Authorized Signatory**

Effective as of , I accept all the terms and conditions of the Employer as stipulated in this Employment Agreement.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

**EXHIBIT A**

The definitions below apply to the italicized terms that appear in the Employment Agreement (including the exhibits):

**Attest Client** – attest client (or an affiliate of such client) of Deloitte & Touche LLP or a *Deloitte Entity*.

**Authorized Signatory** – a director, officer or other person who is authorized to sign on behalf of a *Deloitte Entity*.

**Confidential Information** – any information not generally known to the public, in any *Form*, that (1) relates to the operation of a *Deloitte Entity* or provides the *Deloitte Entities* with a competitive advantage, (2) consists of Personally Identifiable Information (*PII*) or other personal information about *Personnel*, client and other third party personnel, independent contractors, subcontractors, agents, vendors, suppliers or others which the Employer or another *Deloitte Entity* receives in the course of business, and (3) all other information entrusted to the Employer or another *Deloitte Entity* by clients and other third parties. *Confidential Information* includes, but is not limited to, *Intellectual Property*, supplier information, designs, business or marketing plans, forecasts and financial information, tax returns, tax identification numbers, agreements, client or prospective client lists, specific information about clients or prospective clients such as preferences for specific products and services, client or prospective client needs based on financial history and past purchases of services, client or prospective client development plans, specific rates charged to a client or offered to a prospective client and other business or client records. *Confidential Information* also includes, but is not limited to, debit or credit card information, employment applications, organization charts, performance ratings and other personnel records.

**Deloitte Entity** – the Employer, Deloitte LLP, and any corporation, company, partnership, limited liability company or other entity (a) that (i) is owned, directly or indirectly, in whole or in part, by Deloitte LLP (the “Deloitte U.S. Firms”), including but not limited to Deloitte LLP subsidiaries in India, the Deloitte Touche Tohmatsu verein, Deloitte Global Services Limited, Deloitte Global Services Holdings Limited, Deloitte Touche Tohmatsu Limited (“DTTL”) or any member firm of DTTL or affiliate thereof (collectively, the “DTTL Member Firms”) or (ii) controls, is controlled by or is under common control with any of the entities listed in clause (i); or (b) in which any *Personnel* participated on its behalf, or carried out any duties with respect to its affairs. For purposes of this Employment Agreement, the term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract, or otherwise.

**Deloitte Property** – *Confidential Information*, *Systems*, equipment, debit and credit cards issued in connection with my *Employment*, furniture, facilities and any and all other materials owned, licensed or leased by a *Deloitte Entity*, including, without limitation, computerized or electronic information and all copies thereof in any form or media, created by, furnished to, obtained by or prepared by me in the course of my employment in any capacity.

**Deloitte India (Offices of the US)** - The following companies shall be deemed to be the affiliates of each other and are collectively referred to as Deloitte India (Offices of the US): (i) Deloitte Consulting India Private Limited (ii) Deloitte Tax Services India Private Limited (iii) Deloitte Support Services India Private Limited (iv) Deloitte Financial Advisory Services India Private Limited and (v) Deloitte & Touche Assurance & Enterprise Risk Services India Private Limited.

**Electronic Communications** – all text, audio, video, images, information, data, files and attachments created, displayed, sent, received, posted, accessed or stored, whether deleted or not, by means of the *Systems*.

**Employment** – the nature of my relationship with the Employer or a *Deloitte Entity* pursuant to this Employment Agreement. Alternatively, and depending on context, *Employment* is the period of time during which this relationship persists.

**Form** - paper, computer disc, USB drive, website; any other tangible or electronic medium by which information may be stored or accessed; and human memory.

**Independence** – National Office (Independence) of Deloitte LLP.

**Intellectual Property** - works of authorship (including, without limitation, books, articles, data compilations, software and other copyrightable materials), materials, patents, inventions, designs, techniques, methodologies, processes, discoveries, know-how, ideas, trade secrets, moral rights, trademarks and other indicia of origin together with the goodwill therein, and all patent applications, copyright and trademark applications and registrations, and extensions and renewals thereof, throughout the world.

**Intellectual Property Rights** – all rights, title and interest in Intellectual Property.

**PCAOB** – the United States Public Company Accounting Oversight Board.

**Personal Creations** – *Intellectual Property* that meet all of the following criteria: (1) it is conceived, developed, and created by me on my own time without using *Deloitte Property* or *Personnel* (during work hours), facilities, *Confidential Information* or *Works* of a *Deloitte Entity*, (2) it is unrelated to the actual or reasonably anticipated business or research and development of a

*Deloitte Entity*, and (3) it does not result from any work performed by me and the *Personnel* (during work hours) for a *Deloitte Entity*.

**Personnel** – partners, principals, members, officers and employees of a *Deloitte Entity*.

**PII** – information (excluding business contact information such as an individual's name and one or more of the following: organization name, organizational title, organizational role, business address, business telephone number (including business cell phone number and business email address) relating to an identified or identifiable natural person. An identifiable natural person is a natural person who can be identified, directly or indirectly, by reference to an identification number or factors specific to his or her physical, physiological, mental, economic, cultural or social identity. Set forth below is a non-exclusive list of information that constitutes PII when such information relates to an identified or identifiable natural person:

- Account number (bank account, credit card, etc.)
- Address
- Biometric identifier
- Certificate or license number
- Date of birth
- Government identifiers (such as PAN)
- Name\*
- Personnel Number
- Photograph or video identifiable to an individual
- Vehicle identifier or serial number
- Other information related to an individual that may directly or indirectly identify that individual (e.g., salary, performance rating, purchase history, call history, etc.)

\* Note: When an individual's name is used with PII that is not business contact information, it is included in the definition of PII.

**Pre-existing Agreements or Arrangements** – agreements or arrangements that (1) relate to any *Pre-existing Creations*; or (2) may affect my ability to comply with the requirements of this Employment Agreement, including all contractual and other restrictions or obligations with other parties, including any post-employment restrictions and required notifications to the extent applicable under 18 United States Code §207, CFR 3.104-4, and India laws, rules and regulations that may or will impose limitations on my professional activities during my *Employment* (such as any non-compete agreements with prior employers and the one-year ban on lobbying contacts).

**Pre-existing Creations** – any *Intellectual Property* and *Intellectual Property Rights* that were developed or created by me, alone or with others, or otherwise acquired by me, before the period of my employment in any capacity with the Employer, in which I claim any ownership or right.

**Proceedings** – past or pending (1) actual or threatened claims or complaints of, or arising out of service to, present or former clients, (2) regulatory, self-regulatory, disciplinary, administrative, civil or criminal investigations, inquiries, charges, complaints, actions, sanctions, alternative dispute resolution proceedings, other proceedings or matters (other than criminal proceedings which relate solely to the operation of a motor vehicle) of any kind or nature, in India or any other jurisdiction, against me, including criminal proceedings arising out of my provision of professional services, proceedings brought by a professional association, or proceedings involving the Securities and Exchange Board of India, United States Securities and Exchange Commission or the PCAOB, other professional bodies like the Institute of Chartered Accountants of India or (3) matters of any kind or nature which could adversely affect my association with the Employer or my ability to perform my duties or responsibilities to the Employer, whether set forth in this Employment Agreement or otherwise, or my registration with or licensure by any governmental, quasi-governmental, or other regulatory agency, body or entity, in or outside the United States or India.

**Systems** – the communications systems or any part of such systems that a *Deloitte Entity* owns, licenses or operates and approves for use, including, but not limited to, e-mail, text messaging, Lotus Notes, Deloitte Online (eRoom), instant messaging, local area network, wide area network, Intranet (e.g., DeloitteNet, D Street), Internet, extranet, collaborative tools (e.g., blogs, wikis, etc.), laptop and desktop computers, servers, air cards, Personal Digital Assistants, cell phones, telephones and voicemail.

**Works** – all *Intellectual Property*, in any *Form*, created by me, alone or with others, during the period of my *Employment* that (1) is created within the scope of my *Employment*; (2) relates in any manner to the actual or anticipated business, research, or development of a *Deloitte Entity*; (3) results from any work assigned to or performed by me, alone or with others, for the Employer; or (4) is created with the use of *Deloitte Property*.

**EXHIBIT B****Pre-existing Creations; Pre-existing Agreements or Arrangements**

I understand and agree that the Employer makes no attempt to verify my claim of ownership to any of the *Pre-existing Creations* listed, and makes no admission that any *Pre-existing Creations* listed are owned by me.

[If yes, please enter details below]

Yes, I do have *Pre-existing Creations, Pre-existing Agreements or Arrangements*

No, I do not have *Pre-existing Creations, Pre-existing Agreements or Arrangements*

<b><u>Title</u></b>	<b><u>Date</u></b>	<b><u>Brief Description</u></b>
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\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Print)

ACCEPTED AND AGREED TO:

**Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
6718FF75DA89400...

Pooja Madnani

**Talent**

Its: *Authorized Signatory*

\_\_\_\_\_  
Date

An *Authorized Signatory's* signature is required only if *Pre-existing Creations* or *Pre-existing Agreements* or *Arrangements* are listed pursuant to Paragraphs 2 and 11 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment made in light of Paragraph 2 that *Pre-existing Creations*, if any, are described and explained in sufficient detail so that the likelihood of confusion between the employee's *Pre-existing Creations* and the *Intellectual Property* of a *Deloitte Entity* can be avoided or minimized in the future and further indicates that the *Pre-existing Agreements* or *Arrangements* have been obtained and reviewed and that the *Authorized Signatory* is satisfied that such *Pre-existing Agreements* or *Arrangements* will not interfere with the employee's ability to comply with the requirements of this Employment Agreement.



**EXHIBIT C**

**Proceedings**

[none, unless otherwise specified]

Yes, I do have *Proceedings* to report

No, I do not have *Proceedings* to report

My signature below certifies that to the best of my knowledge, the information I have provided above, pursuant to Paragraph 3, is complete and accurate.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

**EXHIBIT D**

**Exceptions to Post-Employment Restrictions: re: Clients**

[none, unless otherwise specified]

As specified in Paragraph 13, I agree that after a period of three (3) years from my start date or the date of my employment, as the case may be, the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on Exhibit D to support the application of the obligations of Paragraph 12 to those clients.

Yes, I do have  
Post-Employment Restrictions  
re: Clients

No, I do not have  
Post-Employment Restrictions  
re: Clients

<u>Name of Client</u>	<u>Specified Kind of Services(s) Permitted</u>
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ACCEPTED AND AGREED TO:

**Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
6718FF75DA89400...

Pooja Madnani

**Talent**

Its:     Authorized Signatory	<hr/>
	Date

I have read and understood the above policy terms.

<hr/>	<hr/>	<hr/>
Signature	Name	Date

A n *Authorized Signatory's* signature is required only if information is provided pursuant to Paragraph 13 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment that criteria in Paragraph 13 have been fully satisfied, the clients listed have been properly identified, and the kinds of services permitted have been described with sufficient specificity.

## Terms and Conditions of Service

In continuation to our offer of employment with **Deloitte Tax Services India Private Limited** (the "Employer"), please note the terms and conditions of service.

The italicized terms in these Terms and Conditions of Service are defined in **Exhibit A** of the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement hereto.

### Terms of Service

#### 1. COMPLIANCE WITH INDEPENDENCE, ETHICS AND OTHER REQUIREMENTS

Deloitte & Touche LLP performs attest services for certain of its clients and is subject to the independence requirements of, among others, the United States Securities and Exchange Commission (SEC), the United States Public Company Accounting Oversight Board (PCAOB), and the American Institute of Certified Public Accountants (AICPA). These requirements mandate that certain of the Employer's employees and their relatives be independent of some or all of such attest clients and their affiliates in accordance with the policies of Deloitte LLP and its subsidiaries (the "Deloitte US Entities").

Upon joining the Employer, you will be asked to review a listing of the attest clients and the affiliates of such clients of certain of the Deloitte US Entities and disclose relationships or financial holdings that you or your relatives may have that could affect the independence of the Deloitte US Entities. Any relationships or holdings that conflict with, among other things, the requirements of the SEC, the PCAOB or the AICPA or the independence or ethics policies of the Deloitte US Entities will need to be resolved immediately. Further, you will be required to comply with these policies throughout your career with the Employer, including, when applicable, maintaining a current list of certain of your financial interests (but not their value) in the independence tracking system.

As a condition to your joining the Employer and continued employment, you are required to complete a representation regarding your understanding of, and compliance with, independence and other matters, on a periodical basis (as requested beginning on or prior to the date of you joining the Employer, annually thereafter, and upon certain changes in your role in the Employer), the details of which are provided in the independence representation. An example copy of this representation form is available for your reference on [www.deloittenet.com](http://www.deloittenet.com). The representation should be made to the best of your knowledge and ability. It is your responsibility to consult on any matter should you be uncertain or have a question. You are also requested to refer to [www.deloittenet.com](http://www.deloittenet.com) and *Independence* for more information in this respect. The representations made by you will be subject to an audit and may be reviewed by Deloitte LLP representatives and shared with certain third parties. If you are selected for such an audit, you will need to submit certain personal financial records to Deloitte LLP's internal audit team. Please be assured that Deloitte LLP fully intends to keep all information obtained through the audit process confidential and secure. You hereby give your consent to Deloitte LLP to use the information provided by you for such purposes as provided in the policies regarding independence and ethics.

In the event you (i) do not cooperate or comply with the independence requirements, or (ii) do not complete the necessary representations, or (iii) make inaccurate representation(s); you may be subject to disciplinary action including and up to termination of employment with the Employer.

Please feel free to contact or consult *Independence* should you require any further information or if you have any specific concerns in this respect.

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#### 2. NON DISCLOSURE, NON SOLICIT AND INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AGREEMENT ("Employment Agreement")

You will be expected to sign the Employer's Employment Agreement. Please contact Talent for further details.

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#### 3. HARRASSMENT POLICY

**Administrative Policy Release ("APR") 213** is the Employer's policy prohibiting harassment. Deloitte LLP's subsidiaries located in India ("Deloitte India (Offices of the US)") are committed to providing a working environment that is free from harassment based on caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis, in accordance with applicable Indian central, state or local law. Expressly forbidden are unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Depending on the circumstances, such harassment may also include conduct such as stereotyped or demeaning remarks or gestures or the display or circulation, whether in writing or electronically, of materials or pictures offensive to persons because of their caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis in accordance with applicable Indian central, state or local law. The full policy will be accessible to you on DeloitteNet after joining Deloitte U.S. India.

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#### 4. WORKING HOURS, HOLIDAYS, LEAVES AND MATERNITY BENEFITS

You will be provided with your standard working hours, which may vary over the course of your career. The Employer may, from time to time, subject to applicable laws, require the employee to work beyond these hours.

You shall be entitled to paid holidays and leave as per the Employer's policies.

Women employees are eligible for maternity benefits as per the recent amendments (2017) in the maternity benefit act, 1961, including having 26 weeks of maternity leave with pay, as applicable.

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#### 5. RETIREMENT AGE

The age of retirement for employees of Deloitte India (Offices of the US) is 60 years. Your employment will therefore automatically terminate at the end of the month in which you attain 60 years.

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#### 6. TRANSFERS

You may be transferred, assigned, or asked to attend training at the offices of a Deloitte Entity or its clients or third parties in India or abroad with or without additional compensation. In such an event, you will also be governed by the terms and conditions of service applicable to the transfer, assignment, or training.

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#### 7. NOTICE PERIOD FOR TERMINATION OF SERVICES

The notice period for termination of your services is **60 Days** by either side and/or salary in lieu of notice period on part of the Employer only.

The Employer expects all employees to maintain the highest standards of professional conduct at all times.

In order to assure orderly operations and provide the best possible work environment, the Employer expects you to follow rules of conduct that will protect the interests and safety of all personnel, including but not limited to the Code of Ethics and Professional Conduct.

In the event of any breach of the Code of Ethics and Professional Conduct, non-performance of a contractual obligation or the terms and conditions laid down in this Annexure, or if you engage in any misconduct whether or not in connection with or affecting the business or affairs of the Employer or the work conduct, as specified by Employer, you will be subject to disciplinary action up to and including termination of your services/ employment with the Employer without any notice or payment in lieu of notice notwithstanding any other terms and conditions stipulated herein.

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#### 8. MISCONDUCT

Misconduct may include but is not limited to:

- Irregular attendance: repeated or excessive absence, tardiness or early departures/ late comings without approval.
- Unreported or unapproved absence (including overstay of leave) for more than five consecutive days or deviation from assigned and accepted schedule for more than five days.
- Falsification or manipulation in background verification process or employment records, employment information, or other records prior to or after joining the Employer.
- Falsification or manipulation of Deloitte Time & Expense (DTE).
- Knowingly providing false statements, either verbally or in written form.
- Neglect of normal duties and functions.
- Practices such as reading personal materials during working time, having obscene or inappropriate posters or screen savers at your work station, playing games at your work station, etc.
- Continued discharge of work functions that do not meet the standards reasonably expected.
- Breach of the confidentiality provision in the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement including disclosing to any unauthorized person any *Confidential Information* or *PII*.
- Willful insubordination or disobedience, whether or not in combination with another, of any lawful and reasonable instructions of any member of management or any authorised person.
- Engaging in unapproved outside employment and activities as defined in APR 218 (US & IND)

([https://deloitte.net.deloitte.com/About/Policies/Admin/Pages/218\\_OutsideEmploymentActivities\\_US.aspx](https://deloitte.net.deloitte.com/About/Policies/Admin/Pages/218_OutsideEmploymentActivities_US.aspx)).

- Installing, downloading, copying or duplicating any unauthorized or unlicensed software, programs, games, or attachments on any computer system of the Employer or of any *Deloitte Entity* or its clients.
- Engaging in any illegal activities.
- Workplace violence, including threats of physical violence.
- Corporate credit card delinquencies.
- Causing damage to the property of the Employer, any *Deloitte Entity*, its clients, or their respective personnel
- Going on or abetting a strike in contravention of any law.
- Theft of any property belonging to another, the Employer or any *Deloitte Entity*, or their respective personnel, clients, or visitors
- Possession of firearms, explosives, knives or any instruments that can be used as an injurious or deadly weapon in the workplace or at any *Deloitte Entity* sponsored event.
- Corruption, fraud, or misappropriation of funds.
- Failure to comply with the policies, guidelines, rules and regulations of the Employer or a *Deloitte Entity* as applicable.
- Excessive personal use of the Employer's telephone, fax or computer systems.
- Failure to adhere to applicable laws.
- Any act prejudicial to or in conflict with the interests of the Employer or a *Deloitte Entity*.

The above terms and conditions are based on, and should be read in conjunction with, the Employer's policies, guidelines, procedures and other rules currently applicable, including but not limited to Administrative Policy Releases (APRs) and Deloitte India (Offices of the US)'s other policies, guidelines, rules, and regulations. The above rules are subject to amendments from time to time and the amended rules, policies, procedures, and guidelines would be posted on the Employer's Intranet site i.e. <https://deloitte.net.deloitte.com/Pages/Home.aspx> for employee reference. The policies will be updated from time to time in the future and we deem to have your consent to any and all such changes. Furthermore, upon acceptance of employment with the Employer, you may be requested to read and acknowledge acceptance of various policies and guidelines of the Employer. It is expected that you will read and acknowledge all such communications.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name



### Training Agreement

On behalf of **Deloitte Tax Services India Private Limited**, please accept our congratulations on your recent offer of employment to join the Company as **Tax Consultant I** pursuant to the terms and conditions of your offer letter dated **August 26, 2024**. You made a very favorable impression with everyone you met and we are excited about the possibility of you joining the Company.

As you may be aware, as a condition of employment with the Company, you may be required to travel Overseas to attend a series of training sessions for a period of up to 90 days. This training will be a combination of classroom procedural training as well as on-site training to observe employees conducting similar work at various client locations. This training represents the confidence we have in your ability to be a valuable member of the practice of the Company.

As per Company policy, we kindly bring to your attention that all employees attending training overseas are required to sign a Training Agreement which will obligate the employee to repay a calculated amount of the costs associated with the training, only if the employee resigns his/her position or are terminated for cause within a specified period after completion of the training (usually between 6 to 18 months). This repayment obligation disappears after the specified period of time has lapsed. We all look forward to seeing you again soon and having you join our team of outstanding professionals.

Sincerely,

For **Deloitte Tax Services India Private Limited**

DocuSigned by:

*Pooja Madhani*

6718FF75DA89400...

By:

Signature

**Authorized Signatory**


**Deloitte Tax Services India Private Limited**

**Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District, CIRCLE 3, Hyderabad - 500032, Telangana, India**

**Tel: +91 040 67621000**  
**www.deloitte.com**

**Subject: Offer of Employment**

**Dear JEFFIN VARGHESE JOHN**

On behalf of **Deloitte Tax Services India Private Limited** (the "Employer" or "Company"), I am pleased to confirm our offer of employment to you as **Tax Consultant I** based in **Hyderabad**.

We extend this offer, and the opportunity it represents, with great confidence in your abilities. You have made a very favorable impression with everyone you met and we are excited with the prospect of you joining our organization on **OCT 12, 2022**.

Your immediate manager will communicate details of your role and work responsibilities in the initial weeks of your joining the Employer. During your employment, the Company may require you to work on any project that you are assigned to, on any technical platforms/skills and nature of the project, in differentiated work timing, at designated work space and location as may be decided by the company.

As part of your annual compensation, you will receive a Total Salary of **382500** and, will be eligible for a performance linked variable bonus. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount could vary depending upon the business and individual performance each fiscal year and, in some situations, could exceed the payout range indicated. Any amounts paid will be subject to statutory and other deductions as per Employer policies and practices. The details of your compensation breakdown are provided in the attached Annexure A.

As an incentive to join the Company, you are eligible to receive a joining bonus of **Rs./₹ 100,000/-** subject to your reporting for full-time employment on **OCT 12, 2022**.

. This amount will attract applicable taxes and will be processed as part of your first month's payroll. You will have an obligation to repay the entire amount of your joining bonus if you resign your position or are terminated for cause by the Company within **12 months** of your start date.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

Your employment with us will be governed by the Terms and Conditions as detailed in **Annexure B**, as well as any and all rules, regulations, guidelines, policies and practices of the Employer, which may be amended from time to time. Deloitte LLP and its U.S.-based subsidiaries (the "Deloitte U.S. Firms") requires their employees to make the necessary representations regarding independence and other matters. Because the Employer is an Indian subsidiary of Deloitte LLP, we must also comply with these independence requirements. Accordingly, this offer is conditional upon you agreeing to make such representations under the Employer's Independence Representations requirements, as further explained in **Annexure B**.

Your compensation details are confidential, and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization. We would like you to join the Employer on, or an alternative mutually agreed upon date.

This offer letter, together with the Annexures described herein, and the Non-Disclosure, Non Solicit and Intellectual Property Rights Assignment Agreement, the Information Security Policy (which you are required to sign upon joining), constitute the entire agreement between the parties with respect to the subject matter of this offer, and supersedes all other previous or contemporaneous oral or written representations, understandings or agreements relating to the subject matter of this offer between you and the Employer or its affiliates.

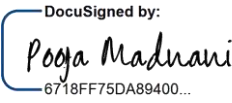
In compliance with applicable laws, Deloitte India (Offices of the US) provides its professionals with home pick-up and drop transport services within **pre-defined** boundary if their shift timings are between 8:30 p.m. - 6:00 a.m. in Hyderabad, 9:00 p.m. - 6:00 a.m. in Mumbai, Pune; 7:00 p.m. – 6:00 a.m. in Gurugram, 8:00 p.m. - 6:00 a.m. in Bengaluru, Chennai, and Kolkata.

This letter and **Deloitte Tax Services India Private Limited** employment application are intended to be final. To accept the offer and the terms of this letter, please sign below in the space provided within three business days.

everyone you have interviewed with joins me in extending to you congratulations and warm regards. We look forward to you joining our team.

Sincerely,

**For Deloitte Tax Services India Private Limited**  
Best regards,

By:   
Signature

**Authorized Signatory**

**Acceptance**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



**Annexure A****Tax Consultant I -**

<b>Description</b>	<b>Monthly</b> (Rs. per month)	<b>Annual</b> (Rs. per Annum)
Basic Pay	<b>17,500</b>	<b>210,000</b>
House Rent Allowance (HRA)	<b>8,750</b>	<b>105,000</b>
Special Allowance <sup>1a &amp; 1b</sup>	<b>11,867</b>	<b>142,404</b>
Leave Travel Allowance <sup>2</sup>	<b>1,750</b>	<b>21,000</b>
Differential Allowance	<b>5,833</b>	<b>69,996</b>
Meal Card <sup>3</sup>	<b>2,200</b>	<b>26,400</b>
Employer's contribution to PF	<b>2,100</b>	<b>25,200</b>
<b>Total Salary (in Rs.)</b>	<b>50,000</b>	<b>600,000</b>
Variable Bonus*	You are eligible for a performance linked variable bonus. It will be paid out at the end of the fiscal year, as applicable and on the basis of your individual performance and performance of the business	
Medical Insurance Premium <sup>4</sup>	<b>3,014</b>	<b>36,167</b>

\*The Variable Bonus will vary, primarily based on your individual performance and the performance of the business, during the Employer's fiscal year which is June through May. Your performance will be formally assessed as a part of the Employer Performance Review Cycle Process. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount will vary depending upon the business and individual performance and in some circumstances, could exceed the payout range indicated. The performance of all the employees who have joined the Employer prior to March 1st will be assessed for the fiscal year ending in May. The disbursement of a Variable Bonus, if applicable, is subject to you being active on the rolls of the Employer, during the Annual Incentive Program payout cycle for the fiscal year. For employees joining during the period March 1st to May 30th, a prorated Variable Bonus, if applicable, will be based on the first year-end review ratings in the subsequent year and paid during the Annual Incentive Program payout cycle of that year. The Variable Bonus will not be paid in the event of termination of employment for any reason on or before the disbursement time. The application and interpretation of, and any determinations related to, the Variable Bonus is at the sole discretion of Employer. Employer may amend or terminate the Variable Bonus at any time. All compensation and benefits are based on employee's position with the Employer in India.

Contd/-....

Annexure A

<sup>1</sup>All employees may claim tax exemption, subject to tax rules from time to time, from their Special Allowance component, expenses incurred towards communication and Driver / Fuel & Maintenance Expenses as per eligibility mentioned below:

**Employee Level -  
Tax Consultant I**

<sup>1a</sup>Communication Expenses

<sup>1b</sup>Fuel Expenses

*Only one Post paid mobile, one Land Phone  
and One internet connection bill(s) can be  
claimed.*

*Petrol / Driver / Insurance / Repairs &  
Maintenance*

**Rs./₹ 3,000/-** per month

**Rs./₹ 7,500/-** per month

<sup>1a</sup> The internet/telephone/mobile bills should be in the Employee's name.

<sup>1b</sup> For claiming vehicle running expenses (Driver / Fuel / Repairs & Maintenance expenses) the vehicle has to be in the name of the Employee and the current tax rules are as under. The above limits will be applicable for all those who are on company car lease program and the below limits will apply for all those who are on self-owned car. In case of company leased car, taxability would be as per the current perquisite valuation rules.

Nature of Expenses	Own Vehicle –Maximum Tax exemption limit per month		
	4 Wheelers (Engine Capacity)		
	<= 1600 cc	> 1600 cc	Two Wheelers
Fuel & Maintenance	Rs. 1,800	Rs. 2,400	Rs. 900
Driver's Salary	Rs. 900	Rs. 900	Not applicable

All employees at and above **Senior Staff** are eligible for the company car lease program. If you choose to avail of this benefit, the amount towards lease rental will be paid by the firm on your behalf to the leasing company and your compensation structure will be adjusted accordingly. A revised letter with the new compensation structure will be issued that will supersede this letter for all practical purposes.

<sup>2</sup> The Leave Travel Allowance (LTA) will be paid on a monthly basis as an allowance with tax deducted at source. If you choose to avail the tax benefit on LTA, you should submit proof of expenses incurred by you for Self and / your immediate dependents. The taxability or otherwise of LTA will be as per the Income Tax Act 1961, details of which will form part of the LTA Form.

<sup>3</sup> Meal Card amount will be credited at the start of each month and for the first month (For New Hires) prorated amount will be processed as part of payroll. If not collected, it will be processed as a taxable amount with the salary.

<sup>4</sup> Annual Floating Medical Insurance Coverage for self and **6 dependents** is being paid by the Employer on your behalf. The premium amount is subject to change every year post renewal of insurance policy. In case you opt for an enhancement of the coverage limit, the additional premium will be adjusted accordingly from the special allowance.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

You may also be eligible to either a One-time Stipend or a temporary lodging basis joining the registered office location, you will receive a survey from Deloitte prior to your joining.

You may select the best option for availing the relocation assistance. If an employee who has availed this reimbursement decides to quit within 18 months from the date of relocation claim for whatever reason, the relocation reimbursement paid to the employee will be recovered in full, from the employee's full and final settlement.

By joining the Company, you will become a member under the 'Deloitte USI Employees Welfare Trust' and may be required to make a nominal contribution as a member.

Original bills towards the above components should be submitted during the Income Tax fiscal period evidencing the expenditure to get Income Tax exemption, failing which the same will attract applicable Income Tax.

Submission of false, tampered or altered bills as proof of expense for any of the above components will result in disciplinary action including termination of employment.

**Your compensation above is subject to income tax deduction per rules and guidelines prescribed under the prevailing tax laws. This may change from time to time in line with the amendments done in tax laws.**



## Annexure B

### **Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement ("Employment Agreement")**

In consideration of my employment by **Deloitte Tax Services India Private Limited**, an Employer incorporated under the provisions of the Companies Act, 1956 and having its registered office **Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District, CIRCLE 3, Hyderabad - 500032, Telangana, India** (the "Employer") as **Tax Consultant I** - and other valuable consideration, I acknowledge and agree that:

#### **PRELIMINARY MATTERS**

**1. Defined Terms.** The italicized terms in this agreement (the "Employment Agreement") are defined in **Exhibit A** hereto.

**2. Pre-existing Agreements or Arrangements.** I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Agreements or Arrangements*. The Employer expects me to abide by all restrictions or obligations that are contained in such *Pre-existing Agreements or Arrangements* and to avoid involvement, while employed by the Employer, in any matter that could pose a conflict as a result of confidential information or intellectual property obtained by me prior to my *Employment*. I further represent that none of these restrictions or obligations, including those set forth in any non-compete agreements with prior employers, is inconsistent with my acceptance of the Employer's offer of *Employment* or my becoming, and serving as, **Tax Consultant I** of the Employer. To the extent applicable and if I am joining the Employer after having served as an employee or official of the United States Government, I further represent that: (1) I have disclosed my prior participation, if any, in any discussions or negotiations with, or decisions to award contracts to, the Deloitte U.S. Firms while I was employed by the United States Government; and (2) I had either recused myself or had not played an active role in the applicable United States Government agency's decision to award any contracts to the Deloitte U.S. Firms while I was employed by the United States Government.

#### **PROTECTION OF OUR BUSINESS**

**3. Reporting of Proceedings.** Except as provided by law and except as I have disclosed in writing on **Exhibit C** to this Agreement, I represent and warrant that I have no *Proceedings* to report. Should I become a subject of any *Proceedings* during my association with the Employer, I agree to immediately report, in writing, all relevant facts to the Chief Talent Officer of Deloitte LLP, the Regional Talent Director of the Employer, and the Chief Ethics and Compliance Officer of Deloitte LLP. I understand that my responses are subject to audit and review by the Employer and others in accordance with applicable professional, ethical, legal, or Employer requirements, rules, regulations, policies, or practices, or other requests.

**4. Confidentiality.** I acknowledge that, by virtue of my *Employment*, I will acquire and be exposed to, have access to, make use of and/or create *Confidential Information*. Therefore, I agree to hold in trust and confidence all such *Confidential Information*. I will neither disclose any such *Confidential Information* to anyone outside a *Deloitte Entity* without the prior written approval of an *Authorized Signatory*, except as required by my authorized duties for the Employer, nor use any such *Confidential Information* for any purpose other than for the benefit of a *Deloitte Entity*.

**5. Third Party Information and Property.** I agree that during my *Employment*, I shall not use or disclose any confidential information or intellectual property of any former employer or other person or entity without the prior written authorization of such employer, person or entity and the prior written consent of an *Authorized Signatory*. If I were to use or disclose any such Confidential Information or Intellectual Property without prior consent, and any of the *Deloitte Entities* become the subject of any claim from a third party regarding such unauthorized use or disclosure, I agree to hold harmless and indemnify the *Deloitte Entities* for any legal defense costs and/or damages related to any such claim.

**6. Authorization.** Only employees of the Employer holding a senior or managerial position with the Employer will be authorized by a specific authorization, delegation, or power of attorney to sign legal documents, representing the Employer. Similarly, only such authorized employees of the Employer may speak about the Employer, the business and plans, various client-related projects etc.

**7. Competing Activities and Conflict of Interest.** During the period of my *Employment* I will not, directly or indirectly, participate in or in any way render services or assistance to any business that is or may be competitive with a *Deloitte Entity*, whether or not for compensation, or engage in any conduct which might result in, or create the appearance of using my position for private gain or other than for the benefit of a *Deloitte Entity*, or otherwise create a conflict, or the appearance of a conflict, of interest with a *Deloitte Entity*. Such conduct shall include, but not be limited to, having an undisclosed financial interest in any vendor or supplier of a *Deloitte Entity*, accepting payments of any kind or gifts other than of a nominal value from vendors, clients or suppliers, or having an undisclosed relationship with a family member or other individual who is employed or

associated with any entity in active or potential competition with a *Deloitte Entity*, and which creates a conflict of interest. I represent and warrant that I am not currently aware of any present or past violation of this provision.

**8. Authorization to Access Systems and Electronic Communications and use of Deloitte Property.** I understand that while employed with a *Deloitte Entity*, I will use and have access to the Systems. I also acknowledge that a *Deloitte Entity* has the right at any time to access, retrieve, delete, monitor, examine, use and/or disclose my Electronic Communications and information from (or about) me and the content, without notice to me, and that such *Electronic Communications* are considered part of a *Deloitte Entity's* business and client records and are not to be considered private or personal to me or any other *Personnel*. I further acknowledge that this right extends to *Electronic Communications* transmitted for either a business or personal purpose.

I agree that I am authorized to access the *Systems* only for approved business purposes and occasional personal use if such use does not interfere with my work responsibilities and other required business activities, business operations, or *Systems* performance. However, I also acknowledge that such occasional personal use does not create an expectation of privacy as to any of my personal *Electronic Communications* and, as such, are *Deloitte Property*.

I further acknowledge that I am not authorized to use the *Systems* for personal gain or any illegal or unethical use. I agree that under no circumstances am I authorized to access any of the *Systems* for the purpose of obtaining *Deloitte Property* for a competitor of a *Deloitte Entity*, transmitting *Deloitte Property* to me (e.g., emailing *Confidential Information* to my personal email address) or to a third party for purposes other than furthering the business objectives of a *Deloitte Entity*. I am not authorized to download a *Deloitte Entity's Confidential Information* or other *Deloitte Property* to removable media such as a CD Rom, disk or thumb drive other than as authorized for furthering the business objectives of a *Deloitte Entity*.

I will be responsible for the safe keeping and return in good condition and order of all the *Deloitte Property* that may be in my use, custody, care or charge. For the loss of any *Deloitte Property* in my possession or custody or for which I have been assigned responsibility, the Employer will have a right to assess on its own basis and recover from me, the damages in respect of such materials (out of the amounts due to me or otherwise) and to take such other legal action as it deems appropriate including termination of my employment without notice or payment in lieu thereof in the event of my failure to account for such material or property to its satisfaction.

**9. Security.** I am provided with a worktable and lockable storage space. I will ensure they are locked when unattended and understand that a duplicate key will only be provided if I sign for it. I am required to display my identity card to the appropriate security personnel on demand and at all times within the office premises.

**10. Ownership of Works.**

a. I agree that the Employer owns all rights, title and interest in and to all *Works*.

b. I agree that all *Works* are deemed works made for hire under India copyright or applicable laws or equivalent laws of any applicable foreign jurisdiction, and all *Intellectual Property Rights* therein vest automatically in the Employer upon creation of the *Works*. I agree that, to the extent any *Work* is held not to be a work made for hire, I hereby irrevocably assign all *Intellectual Property Rights* in the *Work* to the Employer. Notwithstanding anything contained in Section 19(4) of the Indian Copyright Act, 1957, I agree that such assignment shall continue to be in force for perpetuity irrespective of whether or not the Employer exercises its rights as the assignee for any period of time.

c. I will at all times, even after termination of my *Employment*, do whatever the Employer reasonably requests of me, at the Employer's expense, to document the assignment of any *Works* to the Employer or to assist the Employer in pursuing, renewing, extending or assigning any *Intellectual Property Rights*, and otherwise perfecting, protecting and enforcing said *Intellectual Property Rights* in, any *Works*. I agree that, as between me and the Employer, the Employer shall be the sole author, inventor, and owner of all such *Works* and *Intellectual Property Rights* therein throughout the world, and that the Employer shall have the sole right to seek copyright registrations, patents or trademark registrations, including all extensions and renewals thereof. I also hereby agree that I waive all moral rights in any *Works*.

I also agree to assign all my right, title and interest in and to any particular *Works* to a third party as directed by the Employer.

In the event the Employer is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraphs, I hereby irrevocably designate and appoint the Employer and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and in my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraphs with the same legal force and effect as if executed by me. I hereby waive any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any *Works* assigned hereunder to the Employer.

d. During a 12 month period after termination of my *Employment*, I agree that any *Intellectual Property* I create or conceive that results from and is related to any work assigned to or performed by me for the Employer, or that was created using *Deloitte Property*, is a *Work* that is subject to Paragraph 10 (b) above. For purposes of clarification, the foregoing provision is in addition to, and not in limitation of, any rights and remedies the Employer may have under the applicable laws protecting *Intellectual*

*Property of the Deloitte Entities.*

e. I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Employer) of all *Works* developed by me during the period of my employment with the Employer, which records shall be available to and remain the sole property of the Employer at all times.

**11. Pre-existing Creations; Personal Creations.** My obligations in Paragraph 10 do not apply to *Pre-existing Creations* and *Personal Creations*. I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Creations*. I acknowledge and agree that I will not assert any ownership rights against the *Deloitte Entities*, or their respective clients, with respect to any *Pre-existing Creations* unless they appear on **Exhibit B**, and **Exhibit B** has been accepted and agreed to by an *Authorized Signatory* who has signed at the bottom of such **Exhibit B**. I further agree that I shall not use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment* without the prior written consent of an *Authorized Signatory*. To the extent that I use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment*, I agree that, except as otherwise provided in a written agreement executed by me and the Employer, I hereby grant to the Employer an irrevocable, royalty free, perpetual, fully paid up, transferable, sub-licensable license to use, reproduce, distribute, display, perform, modify and create derivative works of and otherwise exploit such *Pre-existing Creations* or *Personal Creations* for any purpose including, but not limited to, client engagements.

**12. Post- Employment Restrictions re: Clients.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or serving of certain clients related to my work for a *Deloitte Entity* would necessarily involve the unauthorized use or disclosure of *Confidential Information*, and the proprietary relationships and goodwill of the *Deloitte Entities*, and, in the case of my serving of certain clients, could compromise the full compliance of the Employer or another *Deloitte Entity* with the applicable laws, rules and regulations of a U.S. or India regulatory body or other independence-related requirement of a regulatory body. Accordingly, during the period of my *Employment* and for a period of one year thereafter, I will not, directly or indirectly, solicit or provide services to any existing client of a *Deloitte Entity* with which I had personal contact and provided services during the two-year period prior to termination of my *Employment*.

**13. Exceptions to Post- Employment Restrictions re: Clients.** I understand that the obligations of Paragraph 12 will not apply for a period of three (3) years after my start date or the date of my promotion or transfer to clients of a *Deloitte Entity* and/or certain specified kinds of services rendered to such clients that meet all of the following criteria: (a) are personal clients of mine who came to a *Deloitte Entity* solely to avail themselves of certain specified kinds of services rendered by me and only as a result of my own independent recruitment efforts, which a *Deloitte Entity* neither subsidized nor otherwise financially supported as part of a program of client development, (b) are listed on **Exhibit D** expressly by name with respect to client and with sufficient specificity with respect to the kinds of service(s) that I will be permitted to render, and (c) are accepted and agreed to as to their listing on **Exhibit D** by an *Authorized Signatory* who has signed at the bottom of such Exhibit. I agree that after a period of three (3) years from my start date or the date of my promotion or transfer the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on **Exhibit D** to support the application of the obligations of Paragraph 12 to those clients.

**14. Future Employment with Clients.** Except as otherwise provided herein, I understand that I am not prohibited from accepting employment with a client (or an affiliate of such client) of a *Deloitte Entity*. Before entering into substantive discussions with an *Attest Client* regarding any employment opportunity, I acknowledge and agree that during my *Employment* and for five years thereafter I must first notify *Independence* and obtain prior written approval from *Independence*. I acknowledge and understand that it is the intent of the Employer to interpret and apply this provision (a) in an effort to ensure the full compliance of the *Deloitte Entities* with applicable U.S. and India laws, rules, and regulations; (b) to serve the public interest; and (c) to protect the legitimate interests of the *Deloitte Entities* or their respective *Attest Clients* under applicable U.S. or India laws, rules and regulations in a manner that is no greater than is reasonably necessary to protect such interests and without being unduly harsh and oppressive to me and my interests in future employment with an *Attest Client*. Further, I acknowledge and agree that because of, among other things, the importance of the *Deloitte Entities* remaining in compliance with applicable independence rules, such approval may be withheld by *Independence* in the event that my employment with an *Attest Client* would, in the view of Deloitte LLP, be inconsistent with applicable laws, rules and regulations or jeopardize the independence of a *Deloitte Entity* with respect to such *Attest Client*.

**15. Restrictions re: Personnel and Contractors.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or hiring or of any of its *Personnel* or contractors of the *Deloitte Entities*, or my participation in their hiring, admission or retention, would necessarily involve the unauthorized use or disclosure of *Confidential Information* or the proprietary relationships and goodwill of the *Deloitte Entities*. Accordingly, during my *Employment* and for one year thereafter, I will not, directly or indirectly, (a) solicit or attempt to solicit, or participate in the solicitation of or any attempt to solicit any *Personnel* to leave a *Deloitte Entity*, or to join any firm or business with which I may be or become affiliated; (b) participate in the hiring or admission of any *Personnel*; or (c) cause a contractor of a *Deloitte Entity* to cease providing services to, with, or on behalf of the *Deloitte Entity*.

**16. Post- Employment Restrictions re: Deloitte Property.** Upon termination of my *Employment*: (a) I will not use or disclose *Deloitte Property*, including, but not limited to, *Confidential Information* and *Works*, for any purpose; (b) I will not retain or take with me any *Deloitte Property*; (c) I will immediately deliver to a *Deloitte Entity* at any location that it designates, at my expense, within one business day after the termination of my *Employment* or on an alternate date designated by a *Deloitte*

*Entity*, any *Deloitte Property* that I may then or thereafter hold or control; and (d) I agree to allow a *Deloitte Entity* to inspect any of my personal or home computers, including smart phones, tablet computers, or any device, media or location capable of storing electronic data, to determine whether any *Deloitte Property* resides on such computers and to permit a *Deloitte Entity* to remove such *Deloitte Property*.

## **OTHER POST- EMPLOYMENT OBLIGATIONS**

**17. Transition of Work and Cooperation.** Upon termination of my *Employment* for any reason, I will cooperate with a *Deloitte Entity* in all matters relating to the completion of pending work and its orderly transfer. I will also cooperate fully with a *Deloitte Entity* in connection with any threat of or actual legal proceeding against a *Deloitte Entity* or any client, customer or licensor of a *Deloitte Entity* arising out of any matter with or of which I had contact or knowledge during my *Employment*.

**18. Notification of Post- Employment Obligations.** I agree that prior to accepting employment or affiliation with another firm or business I will advise such firm or business of my duties and obligations under this Employment Agreement. After my *Employment* ends, I agree that a *Deloitte Entity* shall be permitted to advise any firm or business with which I have accepted an offer of employment or affiliation concerning my duties and obligations under this Employment Agreement.

**19. Certification.** I agree that during or after my *Employment* I will, if requested, provide written certification in such form as the Employer may require that I have complied with my obligations hereunder, including, without limitation, those obligations set forth in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15 and 16 of this Agreement.

## **OUR ENFORCEMENT RIGHTS AND REMEDIES IN THE EVENT OF A BREACH**

**20. Equitable Relief and Attorney's Fees.** I acknowledge and agree that a breach of this Employment Agreement, including, but not limited to, a breach of my duties and obligations under the terms and conditions of Paragraphs 4, 5, 7, 8, 9, 10, 12, 14, 15 or 16 would cause irreparable harm to the *Deloitte Entities* and that, in addition to other remedies, the Employer on behalf of itself or another *Deloitte Entity* is entitled to a temporary restraining order, an injunction or other equitable relief to prevent any such breach. I also acknowledge that, to the extent permitted by law, a *Deloitte Entity* will be entitled to the payment of the *Deloitte Entities'* reasonable costs and attorney's fees incurred in enforcing this Employment Agreement. I also acknowledge that, to the extent permitted by law, the Employer may request that a court extend the one year period following the termination of my *Employment*, as provided in Paragraphs 12 and 15, to correspond with the period that I participated in activities prohibited by Paragraphs 12 and 15.

**21. Liquidated Damages: Client Fees.** I agree that in the event of a breach under Paragraph 12, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

**22. Liquidated Damages: Compensation.** I agree that the precise amount of damages flowing from a breach under Paragraph 15 would be impracticable or extremely difficult to ascertain in an actual amount. Therefore, I agree that in the event of a breach under Paragraph 15, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by or owed to any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

**23. Right of Inspection.** I agree to permit the Employer (or to use my best efforts to enable the Employer) to inspect my books and records (and the books and records of any entity which employs or is associated or affiliated with me), upon request and at reasonable times, to enable the Employer to confirm the calculations described above and to verify compliance with Paragraphs 12 and 15. The Employer shall keep confidential any proprietary information obtained, except as may be necessary or desirable to enable the Employer to enforce its rights under this Employment Agreement and except as may be required by any statute, court or administrative order to decree or government ruling or regulation.

**MISCELLANEOUS**

**24. Governing Law; Choice of Forum.** This Employment Agreement is deemed to have been executed in the Employer's office in **Hyderabad, Telangana, India** and will be construed and governed in accordance with the laws of the Republic of India without regard to its conflicts-of-law principles. You agree to submit to jurisdiction before any court of record in which the Employer's office to which you were assigned is located, or in which a breach of this Employment Agreement may occur, at the election of the Employer, and you waive any right to raise questions of personal jurisdiction or venue in any action the Employer may bring against you in any such court. You further agree to accept service of process/summons/legal notice from the Employer when that process/summons/legal notice is either sent to your last known address by certified mail or served by any other means permitted under the law of the jurisdiction in which the Employer may bring an action against you.

**25. Modifications.** My obligations hereunder may not be changed or modified, released, discharged, abandoned or terminated, in whole or in part, except by an instrument in writing signed by an *Authorized Signatory*.

**26. Severability.** Every provision of this Employment Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such term or provision will be enforced to the maximum extent permitted by law and, in any event, such illegality or invalidity shall not affect the validity of the remainder of the Employment Agreement.

**27. Blue-Penciling.** If any court determines that any provision of this Employment Agreement, or any part hereof, or the application of any such provision, or any part hereof, to any person or circumstance is unenforceable or void, such court shall have the power to modify such provision, or any part hereof, to the extent necessary to render it legal and enforceable while preserving its intent, or if such modification is not possible, by substituting therefore another provision that is legal and enforceable and that achieves the same objective.

**28. Waiver.** None of my obligations under this Employment Agreement shall be deemed to have been waived by the Employer except if the giving of such waiver is contained in a written notice given to me and no such waiver shall be deemed to be a waiver of any other or further obligation I have under this Employment Agreement.


**29. Entire Agreement.** This Employment Agreement, the Employer's employment application, the Terms and Conditions of Service issued pursuant to the offer of employment and any documentation employing me or transferring me to the Employer, contain the entire understanding between me and the Employer or any other *Deloitte Entity* with respect to the subject matter hereof and supersedes all prior representations, warranties, and agreements with respect to such subject matter, and no representations, warranties or other covenants exist with respect to such subject matter that are not contained or expressly referred to herein. Notwithstanding the foregoing, any written agreement between a *Deloitte Entity* and me with respect to the subject matter hereof that was signed by me prior to the effective date of this Employment Agreement shall remain valid and enforceable according to the terms of such agreement with respect to all acts and omissions occurring prior to the effective date of this Employment Agreement. In the event of a conflict between this Employment Agreement and the employment application or any other document purporting to set forth terms and conditions of my *Employment*, this Employment Agreement will control.

**30. Transfer and Assignment.** Unless as the Employer shall otherwise determine, the rights, obligations and benefits of the Employer under this Employment Agreement, including but not limited to those rights and benefits relating to my post-Employment obligations set forth in this Paragraph 30 and in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19 and 23 above, are transferred and assigned, in whole or in part (as the Employer shall determine) and without the need for my consent or the formality of documentation or prescribed processes, to (a) any *Deloitte Entity* in connection with my transfer to that *Deloitte Entity* or (b) any entity that acquires all or a part of the assets or business of the Employer. All provisions of this Employment Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, representatives, successors, and assigns of the Employer and me, and any *Deloitte Entity* to which I may be transferred during my *Employment*, provided, however, none of my duties or obligations under this Employment Agreement may be assigned or transferred by me to any other person or entity without the Employer's prior written approval of such assignment or transfer. Any purported assignments in violation of this Paragraph 30 shall be null and void.

**31. Headings.** The headings contained in this Employment Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Employment Agreement.

I have read the foregoing, understand it, and agree to comply with its terms.

**For Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
 6718FF75DA89400...

Pooja Madhani

**Talent**

**Authorized Signatory**

Effective as of , I accept all the terms and conditions of the Employer as stipulated in this Employment Agreement.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name



**EXHIBIT A**

The definitions below apply to the italicized terms that appear in the Employment Agreement (including the exhibits):

**Attest Client** – attest client (or an affiliate of such client) of Deloitte & Touche LLP or a *Deloitte Entity*.

**Authorized Signatory** – a director, officer or other person who is authorized to sign on behalf of a *Deloitte Entity*.

**Confidential Information** – any information not generally known to the public, in any *Form*, that (1) relates to the operation of a *Deloitte Entity* or provides the *Deloitte Entities* with a competitive advantage, (2) consists of Personally Identifiable Information (*PII*) or other personal information about *Personnel*, client and other third party personnel, independent contractors, subcontractors, agents, vendors, suppliers or others which the Employer or another *Deloitte Entity* receives in the course of business, and (3) all other information entrusted to the Employer or another *Deloitte Entity* by clients and other third parties. *Confidential Information* includes, but is not limited to, *Intellectual Property*, supplier information, designs, business or marketing plans, forecasts and financial information, tax returns, tax identification numbers, agreements, client or prospective client lists, specific information about clients or prospective clients such as preferences for specific products and services, client or prospective client needs based on financial history and past purchases of services, client or prospective client development plans, specific rates charged to a client or offered to a prospective client and other business or client records. *Confidential Information* also includes, but is not limited to, debit or credit card information, employment applications, organization charts, performance ratings and other personnel records.

**Deloitte Entity** – the Employer, Deloitte LLP, and any corporation, company, partnership, limited liability company or other entity (a) that (i) is owned, directly or indirectly, in whole or in part, by Deloitte LLP (the “Deloitte U.S. Firms”), including but not limited to Deloitte LLP subsidiaries in India, the Deloitte Touche Tohmatsu verein, Deloitte Global Services Limited, Deloitte Global Services Holdings Limited, Deloitte Touche Tohmatsu Limited (“DTTL”) or any member firm of DTTL or affiliate thereof (collectively, the “DTTL Member Firms”) or (ii) controls, is controlled by or is under common control with any of the entities listed in clause (i); or (b) in which any *Personnel* participated on its behalf, or carried out any duties with respect to its affairs. For purposes of this Employment Agreement, the term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract, or otherwise.

**Deloitte Property** – *Confidential Information*, *Systems*, equipment, debit and credit cards issued in connection with my *Employment*, furniture, facilities and any and all other materials owned, licensed or leased by a *Deloitte Entity*, including, without limitation, computerized or electronic information and all copies thereof in any form or media, created by, furnished to, obtained by or prepared by me in the course of my employment in any capacity.

**Deloitte India (Offices of the US)** - The following companies shall be deemed to be the affiliates of each other and are collectively referred to as Deloitte India (Offices of the US): (i) Deloitte Consulting India Private Limited (ii) Deloitte Tax Services India Private Limited (iii) Deloitte Support Services India Private Limited (iv) Deloitte Financial Advisory Services India Private Limited and (v) Deloitte & Touche Assurance & Enterprise Risk Services India Private Limited.

**Electronic Communications** – all text, audio, video, images, information, data, files and attachments created, displayed, sent, received, posted, accessed or stored, whether deleted or not, by means of the *Systems*.

**Employment** – the nature of my relationship with the Employer or a *Deloitte Entity* pursuant to this Employment Agreement. Alternatively, and depending on context, *Employment* is the period of time during which this relationship persists.

**Form** - paper, computer disc, USB drive, website; any other tangible or electronic medium by which information may be stored or accessed; and human memory.

**Independence** – National Office (Independence) of Deloitte LLP.

**Intellectual Property** - works of authorship (including, without limitation, books, articles, data compilations, software and other copyrightable materials), materials, patents, inventions, designs, techniques, methodologies, processes, discoveries, know-how, ideas, trade secrets, moral rights, trademarks and other indicia of origin together with the goodwill therein, and all patent applications, copyright and trademark applications and registrations, and extensions and renewals thereof, throughout the world.

**Intellectual Property Rights** – all rights, title and interest in Intellectual Property.

**PCAOB** – the United States Public Company Accounting Oversight Board.

**Personal Creations** – *Intellectual Property* that meet all of the following criteria: (1) it is conceived, developed, and created by me on my own time without using *Deloitte Property* or *Personnel* (during work hours), facilities, *Confidential Information* or *Works* of a *Deloitte Entity*, (2) it is unrelated to the actual or reasonably anticipated business or research and development of a

*Deloitte Entity*, and (3) it does not result from any work performed by me and the *Personnel* (during work hours) for a *Deloitte Entity*.

**Personnel** – partners, principals, members, officers and employees of a *Deloitte Entity*.

**PII** – information (excluding business contact information such as an individual's name and one or more of the following: organization name, organizational title, organizational role, business address, business telephone number (including business cell phone number and business email address) relating to an identified or identifiable natural person. An identifiable natural person is a natural person who can be identified, directly or indirectly, by reference to an identification number or factors specific to his or her physical, physiological, mental, economic, cultural or social identity. Set forth below is a non-exclusive list of information that constitutes PII when such information relates to an identified or identifiable natural person:

- Account number (bank account, credit card, etc.)
- Address
- Biometric identifier
- Certificate or license number
- Date of birth
- Government identifiers (such as PAN)
- Name\*
- Personnel Number
- Photograph or video identifiable to an individual
- Vehicle identifier or serial number
- Other information related to an individual that may directly or indirectly identify that individual (e.g., salary, performance rating, purchase history, call history, etc.)

\* Note: When an individual's name is used with PII that is not business contact information, it is included in the definition of PII.

**Pre-existing Agreements or Arrangements** – agreements or arrangements that (1) relate to any *Pre-existing Creations*; or (2) may affect my ability to comply with the requirements of this Employment Agreement, including all contractual and other restrictions or obligations with other parties, including any post-employment restrictions and required notifications to the extent applicable under 18 United States Code §207, CFR 3.104-4, and India laws, rules and regulations that may or will impose limitations on my professional activities during my *Employment* (such as any non-compete agreements with prior employers and the one-year ban on lobbying contacts).

**Pre-existing Creations** – any *Intellectual Property* and *Intellectual Property Rights* that were developed or created by me, alone or with others, or otherwise acquired by me, before the period of my employment in any capacity with the Employer, in which I claim any ownership or right.

**Proceedings** – past or pending (1) actual or threatened claims or complaints of, or arising out of service to, present or former clients, (2) regulatory, self-regulatory, disciplinary, administrative, civil or criminal investigations, inquiries, charges, complaints, actions, sanctions, alternative dispute resolution proceedings, other proceedings or matters (other than criminal proceedings which relate solely to the operation of a motor vehicle) of any kind or nature, in India or any other jurisdiction, against me, including criminal proceedings arising out of my provision of professional services, proceedings brought by a professional association, or proceedings involving the Securities and Exchange Board of India, United States Securities and Exchange Commission or the PCAOB, other professional bodies like the Institute of Chartered Accountants of India or (3) matters of any kind or nature which could adversely affect my association with the Employer or my ability to perform my duties or responsibilities to the Employer, whether set forth in this Employment Agreement or otherwise, or my registration with or licensure by any governmental, quasi-governmental, or other regulatory agency, body or entity, in or outside the United States or India.

**Systems** – the communications systems or any part of such systems that a *Deloitte Entity* owns, licenses or operates and approves for use, including, but not limited to, e-mail, text messaging, Lotus Notes, Deloitte Online (eRoom), instant messaging, local area network, wide area network, Intranet (e.g., DeloitteNet, D Street), Internet, extranet, collaborative tools (e.g., blogs, wikis, etc.), laptop and desktop computers, servers, air cards, Personal Digital Assistants, cell phones, telephones and voicemail.

**Works** – all *Intellectual Property*, in any *Form*, created by me, alone or with others, during the period of my *Employment* that (1) is created within the scope of my *Employment*; (2) relates in any manner to the actual or anticipated business, research, or development of a *Deloitte Entity*; (3) results from any work assigned to or performed by me, alone or with others, for the Employer; or (4) is created with the use of *Deloitte Property*.

**EXHIBIT B****Pre-existing Creations; Pre-existing Agreements or Arrangements**

I understand and agree that the Employer makes no attempt to verify my claim of ownership to any of the *Pre-existing Creations* listed, and makes no admission that any *Pre-existing Creations* listed are owned by me.

[If yes, please enter details below]

Yes, I do have *Pre-existing Creations*, *Pre-existing Agreements or Arrangements*

No, I do not have *Pre-existing Creations*, *Pre-existing Agreements or Arrangements*

<b><u>Title</u></b>	<b><u>Date</u></b>	<b><u>Brief Description</u></b>
---------------------	--------------------	---------------------------------

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Print)

ACCEPTED AND AGREED TO:

**Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
6718FF75DA89400...

Pooja Madnani

**Talent**

Its: *Authorized Signatory*

\_\_\_\_\_  
Date

An *Authorized Signatory's* signature is required only if *Pre-existing Creations* or *Pre-existing Agreements* or *Arrangements* are listed pursuant to Paragraphs 2 and 11 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment made in light of Paragraph 2 that *Pre-existing Creations*, if any, are described and explained in sufficient detail so that the likelihood of confusion between the employee's *Pre-existing Creations* and the *Intellectual Property* of a *Deloitte Entity* can be avoided or minimized in the future and further indicates that the *Pre-existing Agreements* or *Arrangements* have been obtained and reviewed and that the *Authorized Signatory* is satisfied that such *Pre-existing Agreements* or *Arrangements* will not interfere with the employee's ability to comply with the requirements of this Employment Agreement.

**EXHIBIT C**

**Proceedings**

[none, unless otherwise specified]

Yes, I do have *Proceedings* to report

No, I do not have *Proceedings* to report

My signature below certifies that to the best of my knowledge, the information I have provided above, pursuant to Paragraph 3, is complete and accurate.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

**EXHIBIT D**

**Exceptions to Post-Employment Restrictions: re: Clients**

[none, unless otherwise specified]

As specified in Paragraph 13, I agree that after a period of three (3) years from my start date or the date of my employment, as the case may be, the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on Exhibit D to support the application of the obligations of Paragraph 12 to those clients.

Yes, I do have  
Post-Employment Restrictions  
re: Clients

No, I do not have  
Post-Employment Restrictions  
re: Clients

<u>Name of Client</u>	<u>Specified Kind of Services(s) Permitted</u>
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ACCEPTED AND AGREED TO:

**Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
6718FF75DA89400...

Pooja Madnani

**Talent**

Its:     Authorized Signatory	_____
	Date

I have read and understood the above policy terms.

_____	_____	_____
Signature	Name	Date

A n *Authorized Signatory's* signature is required only if information is provided pursuant to Paragraph 13 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment that criteria in Paragraph 13 have been fully satisfied, the clients listed have been properly identified, and the kinds of services permitted have been described with sufficient specificity.

## Terms and Conditions of Service

In continuation to our offer of employment with **Deloitte Tax Services India Private Limited** (the "Employer"), please note the terms and conditions of service.

The italicized terms in these Terms and Conditions of Service are defined in **Exhibit A** of the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement hereto.

### Terms of Service

#### 1. COMPLIANCE WITH INDEPENDENCE, ETHICS AND OTHER REQUIREMENTS

Deloitte & Touche LLP performs attest services for certain of its clients and is subject to the independence requirements of, among others, the United States Securities and Exchange Commission (SEC), the United States Public Company Accounting Oversight Board (PCAOB), and the American Institute of Certified Public Accountants (AICPA). These requirements mandate that certain of the Employer's employees and their relatives be independent of some or all of such attest clients and their affiliates in accordance with the policies of Deloitte LLP and its subsidiaries (the "Deloitte US Entities").

Upon joining the Employer, you will be asked to review a listing of the attest clients and the affiliates of such clients of certain of the Deloitte US Entities and disclose relationships or financial holdings that you or your relatives may have that could affect the independence of the Deloitte US Entities. Any relationships or holdings that conflict with, among other things, the requirements of the SEC, the PCAOB or the AICPA or the independence or ethics policies of the Deloitte US Entities will need to be resolved immediately. Further, you will be required to comply with these policies throughout your career with the Employer, including, when applicable, maintaining a current list of certain of your financial interests (but not their value) in the independence tracking system.

As a condition to your joining the Employer and continued employment, you are required to complete a representation regarding your understanding of, and compliance with, independence and other matters, on a periodical basis (as requested beginning on or prior to the date of you joining the Employer, annually thereafter, and upon certain changes in your role in the Employer), the details of which are provided in the independence representation. An example copy of this representation form is available for your reference on [www.deloittenet.com](http://www.deloittenet.com). The representation should be made to the best of your knowledge and ability. It is your responsibility to consult on any matter should you be uncertain or have a question. You are also requested to refer to [www.deloittenet.com](http://www.deloittenet.com) and *Independence* for more information in this respect. The representations made by you will be subject to an audit and may be reviewed by Deloitte LLP representatives and shared with certain third parties. If you are selected for such an audit, you will need to submit certain personal financial records to Deloitte LLP's internal audit team. Please be assured that Deloitte LLP fully intends to keep all information obtained through the audit process confidential and secure. You hereby give your consent to Deloitte LLP to use the information provided by you for such purposes as provided in the policies regarding independence and ethics.

In the event you (i) do not cooperate or comply with the independence requirements, or (ii) do not complete the necessary representations, or (iii) make inaccurate representation(s); you may be subject to disciplinary action including and up to termination of employment with the Employer.

Please feel free to contact or consult *Independence* should you require any further information or if you have any specific concerns in this respect.

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#### 2. NON DISCLOSURE, NON SOLICIT AND INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AGREEMENT ("Employment Agreement")

You will be expected to sign the Employer's Employment Agreement. Please contact Talent for further details.

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#### 3. HARRASSMENT POLICY

**Administrative Policy Release ("APR") 213** is the Employer's policy prohibiting harassment. Deloitte LLP's subsidiaries located in India ("Deloitte India (Offices of the US)") are committed to providing a working environment that is free from harassment based on caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis, in accordance with applicable Indian central, state or local law. Expressly forbidden are unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Depending on the circumstances, such harassment may also include conduct such as stereotyped or demeaning remarks or gestures or the display or circulation, whether in writing or electronically, of materials or pictures offensive to persons because of their caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis in accordance with applicable Indian central, state or local law. The full policy will be accessible to you on DeloitteNet after joining Deloitte U.S. India.

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#### 4. WORKING HOURS, HOLIDAYS, LEAVES AND MATERNITY BENEFITS

You will be provided with your standard working hours, which may vary over the course of your career. The Employer may, from time to time, subject to applicable laws, require the employee to work beyond these hours.

You shall be entitled to paid holidays and leave as per the Employer's policies.

Women employees are eligible for maternity benefits as per the recent amendments (2017) in the maternity benefit act, 1961, including having 26 weeks of maternity leave with pay, as applicable.

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#### 5. RETIREMENT AGE

The age of retirement for employees of Deloitte India (Offices of the US) is 60 years. Your employment will therefore automatically terminate at the end of the month in which you attain 60 years.

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#### 6. TRANSFERS

You may be transferred, assigned, or asked to attend training at the offices of a Deloitte Entity or its clients or third parties in India or abroad with or without additional compensation. In such an event, you will also be governed by the terms and conditions of service applicable to the transfer, assignment, or training.

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#### 7. NOTICE PERIOD FOR TERMINATION OF SERVICES

The notice period for termination of your services is **60 Days** by either side and/or salary in lieu of notice period on part of the Employer only.

The Employer expects all employees to maintain the highest standards of professional conduct at all times.

In order to assure orderly operations and provide the best possible work environment, the Employer expects you to follow rules of conduct that will protect the interests and safety of all personnel, including but not limited to the Code of Ethics and Professional Conduct.

In the event of any breach of the Code of Ethics and Professional Conduct, non-performance of a contractual obligation or the terms and conditions laid down in this Annexure, or if you engage in any misconduct whether or not in connection with or affecting the business or affairs of the Employer or the work conduct, as specified by Employer, you will be subject to disciplinary action up to and including termination of your services/ employment with the Employer without any notice or payment in lieu of notice notwithstanding any other terms and conditions stipulated herein.

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#### 8. MISCONDUCT

Misconduct may include but is not limited to:

- Irregular attendance: repeated or excessive absence, tardiness or early departures/ late comings without approval.
- Unreported or unapproved absence (including overstay of leave) for more than five consecutive days or deviation from assigned and accepted schedule for more than five days.
- Falsification or manipulation in background verification process or employment records, employment information, or other records prior to or after joining the Employer.
- Falsification or manipulation of Deloitte Time & Expense (DTE).
- Knowingly providing false statements, either verbally or in written form.
- Neglect of normal duties and functions.
- Practices such as reading personal materials during working time, having obscene or inappropriate posters or screen savers at your work station, playing games at your work station, etc.
- Continued discharge of work functions that do not meet the standards reasonably expected.
- Breach of the confidentiality provision in the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement including disclosing to any unauthorized person any *Confidential Information* or *PII*.
- Willful insubordination or disobedience, whether or not in combination with another, of any lawful and reasonable instructions of any member of management or any authorised person.
- Engaging in unapproved outside employment and activities as defined in APR 218 (US & IND)

([https://deloitte.net.deloitte.com/About/Policies/Admin/Pages/218\\_OutsideEmploymentActivities\\_US.aspx](https://deloitte.net.deloitte.com/About/Policies/Admin/Pages/218_OutsideEmploymentActivities_US.aspx)).

- Installing, downloading, copying or duplicating any unauthorized or unlicensed software, programs, games, or attachments on any computer system of the Employer or of any *Deloitte Entity* or its clients.
- Engaging in any illegal activities.
- Workplace violence, including threats of physical violence.
- Corporate credit card delinquencies.
- Causing damage to the property of the Employer, any *Deloitte Entity*, its clients, or their respective personnel
- Going on or abetting a strike in contravention of any law.
- Theft of any property belonging to another, the Employer or any *Deloitte Entity*, or their respective personnel, clients, or visitors
- Possession of firearms, explosives, knives or any instruments that can be used as an injurious or deadly weapon in the workplace or at any *Deloitte Entity* sponsored event.
- Corruption, fraud, or misappropriation of funds.
- Failure to comply with the policies, guidelines, rules and regulations of the Employer or a *Deloitte Entity* as applicable.
- Excessive personal use of the Employer's telephone, fax or computer systems.
- Failure to adhere to applicable laws.
- Any act prejudicial to or in conflict with the interests of the Employer or a *Deloitte Entity*.

The above terms and conditions are based on, and should be read in conjunction with, the Employer's policies, guidelines, procedures and other rules currently applicable, including but not limited to Administrative Policy Releases (APRs) and Deloitte India (Offices of the US)'s other policies, guidelines, rules, and regulations. The above rules are subject to amendments from time to time and the amended rules, policies, procedures, and guidelines would be posted on the Employer's Intranet site i.e. <https://deloitte.net.deloitte.com/Pages/Home.aspx> for employee reference. The policies will be updated from time to time in the future and we deem to have your consent to any and all such changes. Furthermore, upon acceptance of employment with the Employer, you may be requested to read and acknowledge acceptance of various policies and guidelines of the Employer. It is expected that you will read and acknowledge all such communications.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name





### Training Agreement

On behalf of **Deloitte Tax Services India Private Limited**, please accept our congratulations on your recent offer of employment to join the Company as **Tax Consultant I** pursuant to the terms and conditions of your offer letter dated **August 26, 2024**. You made a very favorable impression with everyone you met and we are excited about the possibility of you joining the Company.

As you may be aware, as a condition of employment with the Company, you may be required to travel Overseas to attend a series of training sessions for a period of up to 90 days. This training will be a combination of classroom procedural training as well as on-site training to observe employees conducting similar work at various client locations. This training represents the confidence we have in your ability to be a valuable member of the practice of the Company.

As per Company policy, we kindly bring to your attention that all employees attending training overseas are required to sign a Training Agreement which will obligate the employee to repay a calculated amount of the costs associated with the training, only if the employee resigns his/her position or are terminated for cause within a specified period after completion of the training (usually between 6 to 18 months). This repayment obligation disappears after the specified period of time has lapsed. We all look forward to seeing you again soon and having you join our team of outstanding professionals.

Sincerely,

For **Deloitte Tax Services India Private Limited**

DocuSigned by:

*Pooja Madhani*

6718FF75DA89400...

By:

Signature

**Authorized Signatory**

**Deloitte Tax Services India Private Limited****Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District, CIRCLE 3, Hyderabad - 500032, Telangana, India****Tel: +91 040 67621000  
www.deloitte.com****Subject: Offer of Employment****Dear KARTHIKRAJ K**

On behalf of **Deloitte Tax Services India Private Limited** (the "Employer" or "Company"), I am pleased to confirm our offer of employment to you as **Tax Consultant I** based in **Hyderabad**.

We extend this offer, and the opportunity it represents, with great confidence in your abilities. You have made a very favorable impression with everyone you met and we are excited with the prospect of you joining our organization on **OCT 12, 2022**.

Your immediate manager will communicate details of your role and work responsibilities in the initial weeks of your joining the Employer. During your employment, the Company may require you to work on any project that you are assigned to, on any technical platforms/skills and nature of the project, in differentiated work timing, at designated work space and location as may be decided by the company.

As part of your annual compensation, you will receive a Total Salary of **760000** and, will be eligible for a performance linked variable bonus. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount could vary depending upon the business and individual performance each fiscal year and, in some situations, could exceed the payout range indicated. Any amounts paid will be subject to statutory and other deductions as per Employer policies and practices. The details of your compensation breakdown are provided in the attached Annexure A.

As an incentive to join the Company, you are eligible to receive a joining bonus of **Rs./₹ 100,000/-** subject to your reporting for full-time employment on **OCT 12, 2022**.

. This amount will attract applicable taxes and will be processed as part of your first month's payroll. You will have an obligation to repay the entire amount of your joining bonus if you resign your position or are terminated for cause by the Company within **12 months** of your start date.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

Your employment with us will be governed by the Terms and Conditions as detailed in **Annexure B**, as well as any and all rules, regulations, guidelines, policies and practices of the Employer, which may be amended from time to time. Deloitte LLP and its U.S.-based subsidiaries (the "Deloitte U.S. Firms") requires their employees to make the necessary representations regarding independence and other matters. Because the Employer is an Indian subsidiary of Deloitte LLP, we must also comply with these independence requirements. Accordingly, this offer is conditional upon you agreeing to make such representations under the Employer's Independence Representations requirements, as further explained in **Annexure B**.

Your compensation details are confidential, and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization. We would like you to join the Employer on, or an alternative mutually agreed upon date.

This offer letter, together with the Annexures described herein, and the Non-Disclosure, Non Solicit and Intellectual Property Rights Assignment Agreement, the Information Security Policy (which you are required to sign upon joining), constitute the entire agreement between the parties with respect to the subject matter of this offer, and supersedes all other previous or contemporaneous oral or written representations, understandings or agreements relating to the subject matter of this offer between you and the Employer or its affiliates.

In compliance with applicable laws, Deloitte India (Offices of the US) provides its professionals with home pick-up and drop transport services within **pre-defined** boundary if their shift timings are between 8:30 p.m. - 6:00 a.m. in Hyderabad, 9:00 p.m. - 6:00 a.m. in Mumbai, Pune; 7:00 p.m. - 6:00 a.m. in Gurugram, 8:00 p.m. - 6:00 a.m. in Bengaluru, Chennai, and Kolkata.


This letter and **Deloitte Tax Services India Private Limited** employment application are intended to be final. To accept the offer and the terms of this letter, please sign below in the space provided within three business days.

everyone you have interviewed with joins me in extending to you congratulations and warm regards. We look forward to you joining our team.

Sincerely,

**For Deloitte Tax Services India Private Limited**

Best regards,

By:  6718FF75DA89400...  
Signature

**Authorized Signatory**

**Acceptance**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Annexure A****Tax Consultant I -**

<b>Description</b>	<b>Monthly</b> (Rs. per month)	<b>Annual</b> (Rs. per Annum)
Basic Pay	<b>17,500</b>	<b>210,000</b>
House Rent Allowance (HRA)	<b>8,750</b>	<b>105,000</b>
Special Allowance <sup>1a &amp; 1b</sup>	<b>11,867</b>	<b>142,404</b>
Leave Travel Allowance <sup>2</sup>	<b>1,750</b>	<b>21,000</b>
Differential Allowance	<b>5,833</b>	<b>69,996</b>
Meal Card <sup>3</sup>	<b>2,200</b>	<b>26,400</b>
Employer's contribution to PF	<b>2,100</b>	<b>25,200</b>
<b>Total Salary (in Rs.)</b>	<b>50,000</b>	<b>600,000</b>
Variable Bonus*	You are eligible for a performance linked variable bonus. It will be paid out at the end of the fiscal year, as applicable and on the basis of your individual performance and performance of the business	
Medical Insurance Premium <sup>4</sup>	<b>3,014</b>	<b>36,167</b>

\*The Variable Bonus will vary, primarily based on your individual performance and the performance of the business, during the Employer's fiscal year which is June through May. Your performance will be formally assessed as a part of the Employer Performance Review Cycle Process. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount will vary depending upon the business and individual performance and in some circumstances, could exceed the payout range indicated. The performance of all the employees who have joined the Employer prior to March 1st will be assessed for the fiscal year ending in May. The disbursement of a Variable Bonus, if applicable, is subject to you being active on the rolls of the Employer, during the Annual Incentive Program payout cycle for the fiscal year. For employees joining during the period March 1st to May 30th, a prorated Variable Bonus, if applicable, will be based on the first year-end review ratings in the subsequent year and paid during the Annual Incentive Program payout cycle of that year. The Variable Bonus will not be paid in the event of termination of employment for any reason on or before the disbursement time. The application and interpretation of, and any determinations related to, the Variable Bonus is at the sole discretion of Employer. Employer may amend or terminate the Variable Bonus at any time. All compensation and benefits are based on employee's position with the Employer in India.

Contd/-....

Annexure A

<sup>1</sup>All employees may claim tax exemption, subject to tax rules from time to time, from their Special Allowance component, expenses incurred towards communication and Driver / Fuel & Maintenance Expenses as per eligibility mentioned below:

**Employee Level -  
Tax Consultant I**

<sup>1a</sup>Communication Expenses

<sup>1b</sup>Fuel Expenses

*Only one Post paid mobile, one Land Phone  
and One internet connection bill(s) can be  
claimed.*

*Petrol / Driver / Insurance / Repairs &  
Maintenance*

**Rs./₹ 3,000/-** per month

**Rs./₹ 7,500/-** per month

<sup>1a</sup> The internet/telephone/mobile bills should be in the Employee's name.

<sup>1b</sup> For claiming vehicle running expenses (Driver / Fuel / Repairs & Maintenance expenses) the vehicle has to be in the name of the Employee and the current tax rules are as under. The above limits will be applicable for all those who are on company car lease program and the below limits will apply for all those who are on self-owned car. In case of company leased car, taxability would be as per the current perquisite valuation rules.

Nature of Expenses	Own Vehicle –Maximum Tax exemption limit per month		
	4 Wheelers (Engine Capacity)		
	<= 1600 cc	> 1600 cc	Two Wheelers
Fuel & Maintenance	Rs. 1,800	Rs. 2,400	Rs. 900
Driver's Salary	Rs. 900	Rs. 900	Not applicable

All employees at and above **Senior Staff** are eligible for the company car lease program. If you choose to avail of this benefit, the amount towards lease rental will be paid by the firm on your behalf to the leasing company and your compensation structure will be adjusted accordingly. A revised letter with the new compensation structure will be issued that will supersede this letter for all practical purposes.

<sup>2</sup> The Leave Travel Allowance (LTA) will be paid on a monthly basis as an allowance with tax deducted at source. If you choose to avail the tax benefit on LTA, you should submit proof of expenses incurred by you for Self and / your immediate dependents. The taxability or otherwise of LTA will be as per the Income Tax Act 1961, details of which will form part of the LTA Form.

<sup>3</sup> Meal Card amount will be credited at the start of each month and for the first month (For New Hires) prorated amount will be processed as part of payroll. If not collected, it will be processed as a taxable amount with the salary.

<sup>4</sup> Annual Floating Medical Insurance Coverage for self and **6 dependents** is being paid by the Employer on your behalf. The premium amount is subject to change every year post renewal of insurance policy. In case you opt for an enhancement of the coverage limit, the additional premium will be adjusted accordingly from the special allowance.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

You may also be eligible to either a One-time Stipend or a temporary lodging basis joining the registered office location, you will receive a survey from Deloitte prior to your joining.

You may select the best option for availing the relocation assistance. If an employee who has availed this reimbursement decides to quit within 18 months from the date of relocation claim for whatever reason, the relocation reimbursement paid to the employee will be recovered in full, from the employee's full and final settlement.

By joining the Company, you will become a member under the 'Deloitte USI Employees Welfare Trust' and may be required to make a nominal contribution as a member.

Original bills towards the above components should be submitted during the Income Tax fiscal period evidencing the expenditure to get Income Tax exemption, failing which the same will attract applicable Income Tax.

Submission of false, tampered or altered bills as proof of expense for any of the above components will result in disciplinary action including termination of employment.

**Your compensation above is subject to income tax deduction per rules and guidelines prescribed under the prevailing tax laws. This may change from time to time in line with the amendments done in tax laws.**



## Annexure B

### **Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement ("Employment Agreement")**

In consideration of my employment by **Deloitte Tax Services India Private Limited**, an Employer incorporated under the provisions of the Companies Act, 1956 and having its registered office **Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District, CIRCLE 3, Hyderabad - 500032, Telangana, India** (the "Employer") as **Tax Consultant I** - and other valuable consideration, I acknowledge and agree that:

#### **PRELIMINARY MATTERS**

**1. Defined Terms.** The italicized terms in this agreement (the "Employment Agreement") are defined in **Exhibit A** hereto.

**2. Pre-existing Agreements or Arrangements.** I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Agreements or Arrangements*. The Employer expects me to abide by all restrictions or obligations that are contained in such Pre-existing Agreements or Arrangements and to avoid involvement, while employed by the Employer, in any matter that could pose a conflict as a result of confidential information or intellectual property obtained by me prior to my *Employment*. I further represent that none of these restrictions or obligations, including those set forth in any non-compete agreements with prior employers, is inconsistent with my acceptance of the Employer's offer of *Employment* or my becoming, and serving as, **Tax Consultant I** of the Employer. To the extent applicable and if I am joining the Employer after having served as an employee or official of the United States Government, I further represent that: (1) I have disclosed my prior participation, if any, in any discussions or negotiations with, or decisions to award contracts to, the Deloitte U.S. Firms while I was employed by the United States Government; and (2) I had either recused myself or had not played an active role in the applicable United States Government agency's decision to award any contracts to the Deloitte U.S. Firms while I was employed by the United States Government.

#### **PROTECTION OF OUR BUSINESS**

**3. Reporting of Proceedings.** Except as provided by law and except as I have disclosed in writing on **Exhibit C** to this Agreement, I represent and warrant that I have no *Proceedings* to report. Should I become a subject of any *Proceedings* during my association with the Employer, I agree to immediately report, in writing, all relevant facts to the Chief Talent Officer of Deloitte LLP, the Regional Talent Director of the Employer, and the Chief Ethics and Compliance Officer of Deloitte LLP. I understand that my responses are subject to audit and review by the Employer and others in accordance with applicable professional, ethical, legal, or Employer requirements, rules, regulations, policies, or practices, or other requests.

**4. Confidentiality.** I acknowledge that, by virtue of my *Employment*, I will acquire and be exposed to, have access to, make use of and/or create *Confidential Information*. Therefore, I agree to hold in trust and confidence all such *Confidential Information*. I will neither disclose any such *Confidential Information* to anyone outside a *Deloitte Entity* without the prior written approval of an *Authorized Signatory*, except as required by my authorized duties for the Employer, nor use any such *Confidential Information* for any purpose other than for the benefit of a *Deloitte Entity*.

**5. Third Party Information and Property.** I agree that during my *Employment*, I shall not use or disclose any confidential information or intellectual property of any former employer or other person or entity without the prior written authorization of such employer, person or entity and the prior written consent of an *Authorized Signatory*. If I were to use or disclose any such Confidential Information or Intellectual Property without prior consent, and any of the *Deloitte Entities* become the subject of any claim from a third party regarding such unauthorized use or disclosure, I agree to hold harmless and indemnify the *Deloitte Entities* for any legal defense costs and/or damages related to any such claim.

**6. Authorization.** Only employees of the Employer holding a senior or managerial position with the Employer will be authorized by a specific authorization, delegation, or power of attorney to sign legal documents, representing the Employer. Similarly, only such authorized employees of the Employer may speak about the Employer, the business and plans, various client-related projects etc.

**7. Competing Activities and Conflict of Interest.** During the period of my *Employment* I will not, directly or indirectly, participate in or in any way render services or assistance to any business that is or may be competitive with a *Deloitte Entity*, whether or not for compensation, or engage in any conduct which might result in, or create the appearance of using my position for private gain or other than for the benefit of a *Deloitte Entity*, or otherwise create a conflict, or the appearance of a conflict, of interest with a *Deloitte Entity*. Such conduct shall include, but not be limited to, having an undisclosed financial interest in any vendor or supplier of a *Deloitte Entity*, accepting payments of any kind or gifts other than of a nominal value from vendors, clients or suppliers, or having an undisclosed relationship with a family member or other individual who is employed or

associated with any entity in active or potential competition with a *Deloitte Entity*, and which creates a conflict of interest. I represent and warrant that I am not currently aware of any present or past violation of this provision.

**8. Authorization to Access Systems and Electronic Communications and use of Deloitte Property.** I understand that while employed with a *Deloitte Entity*, I will use and have access to the Systems. I also acknowledge that a *Deloitte Entity* has the right at any time to access, retrieve, delete, monitor, examine, use and/or disclose my Electronic Communications and information from (or about) me and the content, without notice to me, and that such *Electronic Communications* are considered part of a *Deloitte Entity's* business and client records and are not to be considered private or personal to me or any other *Personnel*. I further acknowledge that this right extends to *Electronic Communications* transmitted for either a business or personal purpose.

I agree that I am authorized to access the *Systems* only for approved business purposes and occasional personal use if such use does not interfere with my work responsibilities and other required business activities, business operations, or *Systems* performance. However, I also acknowledge that such occasional personal use does not create an expectation of privacy as to any of my personal *Electronic Communications* and, as such, are *Deloitte Property*.

I further acknowledge that I am not authorized to use the *Systems* for personal gain or any illegal or unethical use. I agree that under no circumstances am I authorized to access any of the *Systems* for the purpose of obtaining *Deloitte Property* for a competitor of a *Deloitte Entity*, transmitting *Deloitte Property* to me (e.g., emailing *Confidential Information* to my personal email address) or to a third party for purposes other than furthering the business objectives of a *Deloitte Entity*. I am not authorized to download a *Deloitte Entity's Confidential Information* or other *Deloitte Property* to removable media such as a CD Rom, disk or thumb drive other than as authorized for furthering the business objectives of a *Deloitte Entity*.

I will be responsible for the safe keeping and return in good condition and order of all the *Deloitte Property* that may be in my use, custody, care or charge. For the loss of any *Deloitte Property* in my possession or custody or for which I have been assigned responsibility, the Employer will have a right to assess on its own basis and recover from me, the damages in respect of such materials (out of the amounts due to me or otherwise) and to take such other legal action as it deems appropriate including termination of my employment without notice or payment in lieu thereof in the event of my failure to account for such material or property to its satisfaction.

**9. Security.** I am provided with a worktable and lockable storage space. I will ensure they are locked when unattended and understand that a duplicate key will only be provided if I sign for it. I am required to display my identity card to the appropriate security personnel on demand and at all times within the office premises.

**10. Ownership of Works.**

a. I agree that the Employer owns all rights, title and interest in and to all *Works*.

b. I agree that all *Works* are deemed works made for hire under India copyright or applicable laws or equivalent laws of any applicable foreign jurisdiction, and all *Intellectual Property Rights* therein vest automatically in the Employer upon creation of the *Works*. I agree that, to the extent any *Work* is held not to be a work made for hire, I hereby irrevocably assign all *Intellectual Property Rights* in the *Work* to the Employer. Notwithstanding anything contained in Section 19(4) of the Indian Copyright Act, 1957, I agree that such assignment shall continue to be in force for perpetuity irrespective of whether or not the Employer exercises its rights as the assignee for any period of time.

c. I will at all times, even after termination of my *Employment*, do whatever the Employer reasonably requests of me, at the Employer's expense, to document the assignment of any *Works* to the Employer or to assist the Employer in pursuing, renewing, extending or assigning any *Intellectual Property Rights*, and otherwise perfecting, protecting and enforcing said *Intellectual Property Rights* in, any *Works*. I agree that, as between me and the Employer, the Employer shall be the sole author, inventor, and owner of all such *Works* and *Intellectual Property Rights* therein throughout the world, and that the Employer shall have the sole right to seek copyright registrations, patents or trademark registrations, including all extensions and renewals thereof. I also hereby agree that I waive all moral rights in any *Works*.

I also agree to assign all my right, title and interest in and to any particular *Works* to a third party as directed by the Employer.

In the event the Employer is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraphs, I hereby irrevocably designate and appoint the Employer and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and in my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraphs with the same legal force and effect as if executed by me. I hereby waive any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any *Works* assigned hereunder to the Employer.

d. During a 12 month period after termination of my *Employment*, I agree that any *Intellectual Property* I create or conceive that results from and is related to any work assigned to or performed by me for the Employer, or that was created using *Deloitte Property*, is a *Work* that is subject to Paragraph 10 (b) above. For purposes of clarification, the foregoing provision is in addition to, and not in limitation of, any rights and remedies the Employer may have under the applicable laws protecting *Intellectual*

*Property of the Deloitte Entities.*

e. I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Employer) of all *Works* developed by me during the period of my employment with the Employer, which records shall be available to and remain the sole property of the Employer at all times.

**11. Pre-existing Creations; Personal Creations.** My obligations in Paragraph 10 do not apply to *Pre-existing Creations* and *Personal Creations*. I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Creations*. I acknowledge and agree that I will not assert any ownership rights against the *Deloitte Entities*, or their respective clients, with respect to any *Pre-existing Creations* unless they appear on **Exhibit B**, and **Exhibit B** has been accepted and agreed to by an *Authorized Signatory* who has signed at the bottom of such **Exhibit B**. I further agree that I shall not use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment* without the prior written consent of an *Authorized Signatory*. To the extent that I use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment*, I agree that, except as otherwise provided in a written agreement executed by me and the Employer, I hereby grant to the Employer an irrevocable, royalty free, perpetual, fully paid up, transferable, sub-licensable license to use, reproduce, distribute, display, perform, modify and create derivative works of and otherwise exploit such *Pre-existing Creations* or *Personal Creations* for any purpose including, but not limited to, client engagements.

**12. Post- Employment Restrictions re: Clients.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or serving of certain clients related to my work for a *Deloitte Entity* would necessarily involve the unauthorized use or disclosure of *Confidential Information*, and the proprietary relationships and goodwill of the *Deloitte Entities*, and, in the case of my serving of certain clients, could compromise the full compliance of the Employer or another *Deloitte Entity* with the applicable laws, rules and regulations of a U.S. or India regulatory body or other independence-related requirement of a regulatory body. Accordingly, during the period of my *Employment* and for a period of one year thereafter, I will not, directly or indirectly, solicit or provide services to any existing client of a *Deloitte Entity* with which I had personal contact and provided services during the two-year period prior to termination of my *Employment*.

**13. Exceptions to Post- Employment Restrictions re: Clients.** I understand that the obligations of Paragraph 12 will not apply for a period of three (3) years after my start date or the date of my promotion or transfer to clients of a *Deloitte Entity* and/or certain specified kinds of services rendered to such clients that meet all of the following criteria: (a) are personal clients of mine who came to a *Deloitte Entity* solely to avail themselves of certain specified kinds of services rendered by me and only as a result of my own independent recruitment efforts, which a *Deloitte Entity* neither subsidized nor otherwise financially supported as part of a program of client development, (b) are listed on **Exhibit D** expressly by name with respect to client and with sufficient specificity with respect to the kinds of service(s) that I will be permitted to render, and (c) are accepted and agreed to as to their listing on **Exhibit D** by an *Authorized Signatory* who has signed at the bottom of such Exhibit. I agree that after a period of three (3) years from my start date or the date of my promotion or transfer the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on **Exhibit D** to support the application of the obligations of Paragraph 12 to those clients.

**14. Future Employment with Clients.** Except as otherwise provided herein, I understand that I am not prohibited from accepting employment with a client (or an affiliate of such client) of a *Deloitte Entity*. Before entering into substantive discussions with an *Attest Client* regarding any employment opportunity, I acknowledge and agree that during my *Employment* and for five years thereafter I must first notify *Independence* and obtain prior written approval from *Independence*. I acknowledge and understand that it is the intent of the Employer to interpret and apply this provision (a) in an effort to ensure the full compliance of the *Deloitte Entities* with applicable U.S. and India laws, rules, and regulations; (b) to serve the public interest; and (c) to protect the legitimate interests of the *Deloitte Entities* or their respective *Attest Clients* under applicable U.S. or India laws, rules and regulations in a manner that is no greater than is reasonably necessary to protect such interests and without being unduly harsh and oppressive to me and my interests in future employment with an *Attest Client*. Further, I acknowledge and agree that because of, among other things, the importance of the *Deloitte Entities* remaining in compliance with applicable independence rules, such approval may be withheld by *Independence* in the event that my employment with an *Attest Client* would, in the view of Deloitte LLP, be inconsistent with applicable laws, rules and regulations or jeopardize the independence of a *Deloitte Entity* with respect to such *Attest Client*.

**15. Restrictions re: Personnel and Contractors.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or hiring or of any of its *Personnel* or contractors of the *Deloitte Entities*, or my participation in their hiring, admission or retention, would necessarily involve the unauthorized use or disclosure of *Confidential Information* or the proprietary relationships and goodwill of the *Deloitte Entities*. Accordingly, during my *Employment* and for one year thereafter, I will not, directly or indirectly, (a) solicit or attempt to solicit, or participate in the solicitation of or any attempt to solicit any *Personnel* to leave a *Deloitte Entity*, or to join any firm or business with which I may be or become affiliated; (b) participate in the hiring or admission of any *Personnel*; or (c) cause a contractor of a *Deloitte Entity* to cease providing services to, with, or on behalf of the *Deloitte Entity*.

**16. Post- Employment Restrictions re: Deloitte Property.** Upon termination of my *Employment*: (a) I will not use or disclose *Deloitte Property*, including, but not limited to, *Confidential Information* and *Works*, for any purpose; (b) I will not retain or take with me any *Deloitte Property*; (c) I will immediately deliver to a *Deloitte Entity* at any location that it designates, at my expense, within one business day after the termination of my *Employment* or on an alternate date designated by a *Deloitte*



*Entity*, any *Deloitte Property* that I may then or thereafter hold or control; and (d) I agree to allow a *Deloitte Entity* to inspect any of my personal or home computers, including smart phones, tablet computers, or any device, media or location capable of storing electronic data, to determine whether any *Deloitte Property* resides on such computers and to permit a *Deloitte Entity* to remove such *Deloitte Property*.

## **OTHER POST- EMPLOYMENT OBLIGATIONS**

**17. Transition of Work and Cooperation.** Upon termination of my *Employment* for any reason, I will cooperate with a *Deloitte Entity* in all matters relating to the completion of pending work and its orderly transfer. I will also cooperate fully with a *Deloitte Entity* in connection with any threat of or actual legal proceeding against a *Deloitte Entity* or any client, customer or licensor of a *Deloitte Entity* arising out of any matter with or of which I had contact or knowledge during my *Employment*.

**18. Notification of Post- Employment Obligations.** I agree that prior to accepting employment or affiliation with another firm or business I will advise such firm or business of my duties and obligations under this Employment Agreement. After my *Employment* ends, I agree that a *Deloitte Entity* shall be permitted to advise any firm or business with which I have accepted an offer of employment or affiliation concerning my duties and obligations under this Employment Agreement.

**19. Certification.** I agree that during or after my *Employment* I will, if requested, provide written certification in such form as the Employer may require that I have complied with my obligations hereunder, including, without limitation, those obligations set forth in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15 and 16 of this Agreement.

## **OUR ENFORCEMENT RIGHTS AND REMEDIES IN THE EVENT OF A BREACH**

**20. Equitable Relief and Attorney's Fees.** I acknowledge and agree that a breach of this Employment Agreement, including, but not limited to, a breach of my duties and obligations under the terms and conditions of Paragraphs 4, 5, 7, 8, 9, 10, 12, 14, 15 or 16 would cause irreparable harm to the *Deloitte Entities* and that, in addition to other remedies, the Employer on behalf of itself or another *Deloitte Entity* is entitled to a temporary restraining order, an injunction or other equitable relief to prevent any such breach. I also acknowledge that, to the extent permitted by law, a *Deloitte Entity* will be entitled to the payment of the *Deloitte Entities'* reasonable costs and attorney's fees incurred in enforcing this Employment Agreement. I also acknowledge that, to the extent permitted by law, the Employer may request that a court extend the one year period following the termination of my *Employment*, as provided in Paragraphs 12 and 15, to correspond with the period that I participated in activities prohibited by Paragraphs 12 and 15.

**21. Liquidated Damages: Client Fees.** I agree that in the event of a breach under Paragraph 12, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

**22. Liquidated Damages: Compensation.** I agree that the precise amount of damages flowing from a breach under Paragraph 15 would be impracticable or extremely difficult to ascertain in an actual amount. Therefore, I agree that in the event of a breach under Paragraph 15, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by or owed to any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

**23. Right of Inspection.** I agree to permit the Employer (or to use my best efforts to enable the Employer) to inspect my books and records (and the books and records of any entity which employs or is associated or affiliated with me), upon request and at reasonable times, to enable the Employer to confirm the calculations described above and to verify compliance with Paragraphs 12 and 15. The Employer shall keep confidential any proprietary information obtained, except as may be necessary or desirable to enable the Employer to enforce its rights under this Employment Agreement and except as may be required by any statute, court or administrative order to decree or government ruling or regulation.

**MISCELLANEOUS**

**24. Governing Law; Choice of Forum.** This Employment Agreement is deemed to have been executed in the Employer's office in **Hyderabad, Telangana, India** and will be construed and governed in accordance with the laws of the Republic of India without regard to its conflicts-of-law principles. You agree to submit to jurisdiction before any court of record in which the Employer's office to which you were assigned is located, or in which a breach of this Employment Agreement may occur, at the election of the Employer, and you waive any right to raise questions of personal jurisdiction or venue in any action the Employer may bring against you in any such court. You further agree to accept service of process/summons/legal notice from the Employer when that process/summons/legal notice is either sent to your last known address by certified mail or served by any other means permitted under the law of the jurisdiction in which the Employer may bring an action against you.

**25. Modifications.** My obligations hereunder may not be changed or modified, released, discharged, abandoned or terminated, in whole or in part, except by an instrument in writing signed by an *Authorized Signatory*.

**26. Severability.** Every provision of this Employment Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such term or provision will be enforced to the maximum extent permitted by law and, in any event, such illegality or invalidity shall not affect the validity of the remainder of the Employment Agreement.

**27. Blue-Penciling.** If any court determines that any provision of this Employment Agreement, or any part hereof, or the application of any such provision, or any part hereof, to any person or circumstance is unenforceable or void, such court shall have the power to modify such provision, or any part hereof, to the extent necessary to render it legal and enforceable while preserving its intent, or if such modification is not possible, by substituting therefore another provision that is legal and enforceable and that achieves the same objective.

**28. Waiver.** None of my obligations under this Employment Agreement shall be deemed to have been waived by the Employer except if the giving of such waiver is contained in a written notice given to me and no such waiver shall be deemed to be a waiver of any other or further obligation I have under this Employment Agreement.

**29. Entire Agreement.** This Employment Agreement, the Employer's employment application, the Terms and Conditions of Service issued pursuant to the offer of employment and any documentation employing me or transferring me to the Employer, contain the entire understanding between me and the Employer or any other *Deloitte Entity* with respect to the subject matter hereof and supersedes all prior representations, warranties, and agreements with respect to such subject matter, and no representations, warranties or other covenants exist with respect to such subject matter that are not contained or expressly referred to herein. Notwithstanding the foregoing, any written agreement between a *Deloitte Entity* and me with respect to the subject matter hereof that was signed by me prior to the effective date of this Employment Agreement shall remain valid and enforceable according to the terms of such agreement with respect to all acts and omissions occurring prior to the effective date of this Employment Agreement. In the event of a conflict between this Employment Agreement and the employment application or any other document purporting to set forth terms and conditions of my *Employment*, this Employment Agreement will control.

**30. Transfer and Assignment.** Unless as the Employer shall otherwise determine, the rights, obligations and benefits of the Employer under this Employment Agreement, including but not limited to those rights and benefits relating to my post-Employment obligations set forth in this Paragraph 30 and in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19 and 23 above, are transferred and assigned, in whole or in part (as the Employer shall determine) and without the need for my consent or the formality of documentation or prescribed processes, to (a) any *Deloitte Entity* in connection with my transfer to that *Deloitte Entity* or (b) any entity that acquires all or a part of the assets or business of the Employer. All provisions of this Employment Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, representatives, successors, and assigns of the Employer and me, and any *Deloitte Entity* to which I may be transferred during my *Employment*, provided, however, none of my duties or obligations under this Employment Agreement may be assigned or transferred by me to any other person or entity without the Employer's prior written approval of such assignment or transfer. Any purported assignments in violation of this Paragraph 30 shall be null and void.

**31. Headings.** The headings contained in this Employment Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Employment Agreement.

I have read the foregoing, understand it, and agree to comply with its terms.

**For Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
 6718FF75DA89400...

Pooja Madhani

**Talent**

**Authorized Signatory**

Effective as of , I accept all the terms and conditions of the Employer as stipulated in this Employment Agreement.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

**EXHIBIT A**

The definitions below apply to the italicized terms that appear in the Employment Agreement (including the exhibits):

**Attest Client** – attest client (or an affiliate of such client) of Deloitte & Touche LLP or a *Deloitte Entity*.

**Authorized Signatory** – a director, officer or other person who is authorized to sign on behalf of a *Deloitte Entity*.

**Confidential Information** – any information not generally known to the public, in any *Form*, that (1) relates to the operation of a *Deloitte Entity* or provides the *Deloitte Entities* with a competitive advantage, (2) consists of Personally Identifiable Information (*PII*) or other personal information about *Personnel*, client and other third party personnel, independent contractors, subcontractors, agents, vendors, suppliers or others which the Employer or another *Deloitte Entity* receives in the course of business, and (3) all other information entrusted to the Employer or another *Deloitte Entity* by clients and other third parties. *Confidential Information* includes, but is not limited to, *Intellectual Property*, supplier information, designs, business or marketing plans, forecasts and financial information, tax returns, tax identification numbers, agreements, client or prospective client lists, specific information about clients or prospective clients such as preferences for specific products and services, client or prospective client needs based on financial history and past purchases of services, client or prospective client development plans, specific rates charged to a client or offered to a prospective client and other business or client records. *Confidential Information* also includes, but is not limited to, debit or credit card information, employment applications, organization charts, performance ratings and other personnel records.

**Deloitte Entity** – the Employer, Deloitte LLP, and any corporation, company, partnership, limited liability company or other entity (a) that (i) is owned, directly or indirectly, in whole or in part, by Deloitte LLP (the “Deloitte U.S. Firms”), including but not limited to Deloitte LLP subsidiaries in India, the Deloitte Touche Tohmatsu verein, Deloitte Global Services Limited, Deloitte Global Services Holdings Limited, Deloitte Touche Tohmatsu Limited (“DTTL”) or any member firm of DTTL or affiliate thereof (collectively, the “DTTL Member Firms”) or (ii) controls, is controlled by or is under common control with any of the entities listed in clause (i); or (b) in which any *Personnel* participated on its behalf, or carried out any duties with respect to its affairs. For purposes of this Employment Agreement, the term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract, or otherwise.

**Deloitte Property** – *Confidential Information*, *Systems*, equipment, debit and credit cards issued in connection with my *Employment*, furniture, facilities and any and all other materials owned, licensed or leased by a *Deloitte Entity*, including, without limitation, computerized or electronic information and all copies thereof in any form or media, created by, furnished to, obtained by or prepared by me in the course of my employment in any capacity.

**Deloitte India (Offices of the US)** - The following companies shall be deemed to be the affiliates of each other and are collectively referred to as Deloitte India (Offices of the US): (i) Deloitte Consulting India Private Limited (ii) Deloitte Tax Services India Private Limited (iii) Deloitte Support Services India Private Limited (iv) Deloitte Financial Advisory Services India Private Limited and (v) Deloitte & Touche Assurance & Enterprise Risk Services India Private Limited.

**Electronic Communications** – all text, audio, video, images, information, data, files and attachments created, displayed, sent, received, posted, accessed or stored, whether deleted or not, by means of the *Systems*.

**Employment** – the nature of my relationship with the Employer or a *Deloitte Entity* pursuant to this Employment Agreement. Alternatively, and depending on context, *Employment* is the period of time during which this relationship persists.

**Form** - paper, computer disc, USB drive, website; any other tangible or electronic medium by which information may be stored or accessed; and human memory.

**Independence** – National Office (Independence) of Deloitte LLP.

**Intellectual Property** - works of authorship (including, without limitation, books, articles, data compilations, software and other copyrightable materials), materials, patents, inventions, designs, techniques, methodologies, processes, discoveries, know-how, ideas, trade secrets, moral rights, trademarks and other indicia of origin together with the goodwill therein, and all patent applications, copyright and trademark applications and registrations, and extensions and renewals thereof, throughout the world.

**Intellectual Property Rights** – all rights, title and interest in Intellectual Property.

**PCAOB** – the United States Public Company Accounting Oversight Board.

**Personal Creations** – *Intellectual Property* that meet all of the following criteria: (1) it is conceived, developed, and created by me on my own time without using *Deloitte Property* or *Personnel* (during work hours), facilities, *Confidential Information* or *Works* of a *Deloitte Entity*, (2) it is unrelated to the actual or reasonably anticipated business or research and development of a

*Deloitte Entity*, and (3) it does not result from any work performed by me and the *Personnel* (during work hours) for a *Deloitte Entity*.

**Personnel** – partners, principals, members, officers and employees of a *Deloitte Entity*.

**PII** – information (excluding business contact information such as an individual's name and one or more of the following: organization name, organizational title, organizational role, business address, business telephone number (including business cell phone number and business email address) relating to an identified or identifiable natural person. An identifiable natural person is a natural person who can be identified, directly or indirectly, by reference to an identification number or factors specific to his or her physical, physiological, mental, economic, cultural or social identity. Set forth below is a non-exclusive list of information that constitutes PII when such information relates to an identified or identifiable natural person:

- Account number (bank account, credit card, etc.)
- Address
- Biometric identifier
- Certificate or license number
- Date of birth
- Government identifiers (such as PAN)
- Name\*
- Personnel Number
- Photograph or video identifiable to an individual
- Vehicle identifier or serial number
- Other information related to an individual that may directly or indirectly identify that individual (e.g., salary, performance rating, purchase history, call history, etc.)

\* Note: When an individual's name is used with PII that is not business contact information, it is included in the definition of PII.

**Pre-existing Agreements or Arrangements** – agreements or arrangements that (1) relate to any *Pre-existing Creations*; or (2) may affect my ability to comply with the requirements of this Employment Agreement, including all contractual and other restrictions or obligations with other parties, including any post-employment restrictions and required notifications to the extent applicable under 18 United States Code §207, CFR 3.104-4, and India laws, rules and regulations that may or will impose limitations on my professional activities during my *Employment* (such as any non-compete agreements with prior employers and the one-year ban on lobbying contacts).

**Pre-existing Creations** – any *Intellectual Property* and *Intellectual Property Rights* that were developed or created by me, alone or with others, or otherwise acquired by me, before the period of my employment in any capacity with the Employer, in which I claim any ownership or right.

**Proceedings** – past or pending (1) actual or threatened claims or complaints of, or arising out of service to, present or former clients, (2) regulatory, self-regulatory, disciplinary, administrative, civil or criminal investigations, inquiries, charges, complaints, actions, sanctions, alternative dispute resolution proceedings, other proceedings or matters (other than criminal proceedings which relate solely to the operation of a motor vehicle) of any kind or nature, in India or any other jurisdiction, against me, including criminal proceedings arising out of my provision of professional services, proceedings brought by a professional association, or proceedings involving the Securities and Exchange Board of India, United States Securities and Exchange Commission or the PCAOB, other professional bodies like the Institute of Chartered Accountants of India or (3) matters of any kind or nature which could adversely affect my association with the Employer or my ability to perform my duties or responsibilities to the Employer, whether set forth in this Employment Agreement or otherwise, or my registration with or licensure by any governmental, quasi-governmental, or other regulatory agency, body or entity, in or outside the United States or India.

**Systems** – the communications systems or any part of such systems that a *Deloitte Entity* owns, licenses or operates and approves for use, including, but not limited to, e-mail, text messaging, Lotus Notes, Deloitte Online (eRoom), instant messaging, local area network, wide area network, Intranet (e.g., DeloitteNet, D Street), Internet, extranet, collaborative tools (e.g., blogs, wikis, etc.), laptop and desktop computers, servers, air cards, Personal Digital Assistants, cell phones, telephones and voicemail.

**Works** – all *Intellectual Property*, in any *Form*, created by me, alone or with others, during the period of my *Employment* that (1) is created within the scope of my *Employment*; (2) relates in any manner to the actual or anticipated business, research, or development of a *Deloitte Entity*; (3) results from any work assigned to or performed by me, alone or with others, for the Employer; or (4) is created with the use of *Deloitte Property*.

**EXHIBIT B****Pre-existing Creations; Pre-existing Agreements or Arrangements**

I understand and agree that the Employer makes no attempt to verify my claim of ownership to any of the *Pre-existing Creations* listed, and makes no admission that any *Pre-existing Creations* listed are owned by me.

[If yes, please enter details below]

Yes, I do have *Pre-existing Creations*, *Pre-existing Agreements or Arrangements*

No, I do not have *Pre-existing Creations*, *Pre-existing Agreements or Arrangements*

<b><u>Title</u></b>	<b><u>Date</u></b>	<b><u>Brief Description</u></b>
---------------------	--------------------	---------------------------------

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Print)

ACCEPTED AND AGREED TO:

**Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
6718FF75DA89400...

Pooja Madnani

**Talent**

Its: *Authorized Signatory*

\_\_\_\_\_  
Date

An *Authorized Signatory's* signature is required only if *Pre-existing Creations* or *Pre-existing Agreements* or *Arrangements* are listed pursuant to Paragraphs 2 and 11 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment made in light of Paragraph 2 that *Pre-existing Creations*, if any, are described and explained in sufficient detail so that the likelihood of confusion between the employee's *Pre-existing Creations* and the *Intellectual Property* of a *Deloitte Entity* can be avoided or minimized in the future and further indicates that the *Pre-existing Agreements* or *Arrangements* have been obtained and reviewed and that the *Authorized Signatory* is satisfied that such *Pre-existing Agreements* or *Arrangements* will not interfere with the employee's ability to comply with the requirements of this Employment Agreement.

**EXHIBIT C**

**Proceedings**

[none, unless otherwise specified]

Yes, I do have *Proceedings* to report

No, I do not have *Proceedings* to report

My signature below certifies that to the best of my knowledge, the information I have provided above, pursuant to Paragraph 3, is complete and accurate.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

**EXHIBIT D**

**Exceptions to Post-Employment Restrictions: re: Clients**

[none, unless otherwise specified]

As specified in Paragraph 13, I agree that after a period of three (3) years from my start date or the date of my employment, as the case may be, the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on Exhibit D to support the application of the obligations of Paragraph 12 to those clients.

Yes, I do have  
Post-Employment Restrictions  
re: Clients

No, I do not have  
Post-Employment Restrictions  
re: Clients

<u>Name of Client</u>	<u>Specified Kind of Services(s) Permitted</u>
-----------------------	------------------------------------------------

ACCEPTED AND AGREED TO:

**Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
6718FF75DA89400...

Pooja Madnani

**Talent**

Its:     Authorized Signatory	_____
	Date

I have read and understood the above policy terms.

_____	_____	_____
Signature	Name	Date

A n *Authorized Signatory's* signature is required only if information is provided pursuant to Paragraph 13 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment that criteria in Paragraph 13 have been fully satisfied, the clients listed have been properly identified, and the kinds of services permitted have been described with sufficient specificity.



## Terms and Conditions of Service

In continuation to our offer of employment with **Deloitte Tax Services India Private Limited** (the "Employer"), please note the terms and conditions of service.

The italicized terms in these Terms and Conditions of Service are defined in **Exhibit A** of the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement hereto.

### Terms of Service

#### 1. COMPLIANCE WITH INDEPENDENCE, ETHICS AND OTHER REQUIREMENTS

Deloitte & Touche LLP performs attest services for certain of its clients and is subject to the independence requirements of, among others, the United States Securities and Exchange Commission (SEC), the United States Public Company Accounting Oversight Board (PCAOB), and the American Institute of Certified Public Accountants (AICPA). These requirements mandate that certain of the Employer's employees and their relatives be independent of some or all of such attest clients and their affiliates in accordance with the policies of Deloitte LLP and its subsidiaries (the "Deloitte US Entities").

Upon joining the Employer, you will be asked to review a listing of the attest clients and the affiliates of such clients of certain of the Deloitte US Entities and disclose relationships or financial holdings that you or your relatives may have that could affect the independence of the Deloitte US Entities. Any relationships or holdings that conflict with, among other things, the requirements of the SEC, the PCAOB or the AICPA or the independence or ethics policies of the Deloitte US Entities will need to be resolved immediately. Further, you will be required to comply with these policies throughout your career with the Employer, including, when applicable, maintaining a current list of certain of your financial interests (but not their value) in the independence tracking system.

As a condition to your joining the Employer and continued employment, you are required to complete a representation regarding your understanding of, and compliance with, independence and other matters, on a periodical basis (as requested beginning on or prior to the date of you joining the Employer, annually thereafter, and upon certain changes in your role in the Employer), the details of which are provided in the independence representation. An example copy of this representation form is available for your reference on [www.deloittenet.com](http://www.deloittenet.com). The representation should be made to the best of your knowledge and ability. It is your responsibility to consult on any matter should you be uncertain or have a question. You are also requested to refer to [www.deloittenet.com](http://www.deloittenet.com) and *Independence* for more information in this respect. The representations made by you will be subject to an audit and may be reviewed by Deloitte LLP representatives and shared with certain third parties. If you are selected for such an audit, you will need to submit certain personal financial records to Deloitte LLP's internal audit team. Please be assured that Deloitte LLP fully intends to keep all information obtained through the audit process confidential and secure. You hereby give your consent to Deloitte LLP to use the information provided by you for such purposes as provided in the policies regarding independence and ethics.

In the event you (i) do not cooperate or comply with the independence requirements, or (ii) do not complete the necessary representations, or (iii) make inaccurate representation(s); you may be subject to disciplinary action including and up to termination of employment with the Employer.

Please feel free to contact or consult *Independence* should you require any further information or if you have any specific concerns in this respect.

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#### 2. NON DISCLOSURE, NON SOLICIT AND INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AGREEMENT ("Employment Agreement")

You will be expected to sign the Employer's Employment Agreement. Please contact Talent for further details.

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#### 3. HARRASSMENT POLICY

**Administrative Policy Release ("APR") 213** is the Employer's policy prohibiting harassment. Deloitte LLP's subsidiaries located in India ("Deloitte India (Offices of the US)") are committed to providing a working environment that is free from harassment based on caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis, in accordance with applicable Indian central, state or local law. Expressly forbidden are unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Depending on the circumstances, such harassment may also include conduct such as stereotyped or demeaning remarks or gestures or the display or circulation, whether in writing or electronically, of materials or pictures offensive to persons because of their caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis in accordance with applicable Indian central, state or local law. The full policy will be accessible to you on DeloitteNet after joining Deloitte U.S. India.

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#### 4. WORKING HOURS, HOLIDAYS, LEAVES AND MATERNITY BENEFITS

You will be provided with your standard working hours, which may vary over the course of your career. The Employer may, from time to time, subject to applicable laws, require the employee to work beyond these hours.

You shall be entitled to paid holidays and leave as per the Employer's policies.

Women employees are eligible for maternity benefits as per the recent amendments (2017) in the maternity benefit act, 1961, including having 26 weeks of maternity leave with pay, as applicable.

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#### 5. RETIREMENT AGE

The age of retirement for employees of Deloitte India (Offices of the US) is 60 years. Your employment will therefore automatically terminate at the end of the month in which you attain 60 years.

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#### 6. TRANSFERS

You may be transferred, assigned, or asked to attend training at the offices of a Deloitte Entity or its clients or third parties in India or abroad with or without additional compensation. In such an event, you will also be governed by the terms and conditions of service applicable to the transfer, assignment, or training.

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#### 7. NOTICE PERIOD FOR TERMINATION OF SERVICES

The notice period for termination of your services is **60 Days** by either side and/or salary in lieu of notice period on part of the Employer only.

The Employer expects all employees to maintain the highest standards of professional conduct at all times.

In order to assure orderly operations and provide the best possible work environment, the Employer expects you to follow rules of conduct that will protect the interests and safety of all personnel, including but not limited to the Code of Ethics and Professional Conduct.

In the event of any breach of the Code of Ethics and Professional Conduct, non-performance of a contractual obligation or the terms and conditions laid down in this Annexure, or if you engage in any misconduct whether or not in connection with or affecting the business or affairs of the Employer or the work conduct, as specified by Employer, you will be subject to disciplinary action up to and including termination of your services/ employment with the Employer without any notice or payment in lieu of notice notwithstanding any other terms and conditions stipulated herein.

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#### 8. MISCONDUCT

Misconduct may include but is not limited to:

- Irregular attendance: repeated or excessive absence, tardiness or early departures/ late comings without approval.
- Unreported or unapproved absence (including overstay of leave) for more than five consecutive days or deviation from assigned and accepted schedule for more than five days.
- Falsification or manipulation in background verification process or employment records, employment information, or other records prior to or after joining the Employer.
- Falsification or manipulation of Deloitte Time & Expense (DTE).
- Knowingly providing false statements, either verbally or in written form.
- Neglect of normal duties and functions.
- Practices such as reading personal materials during working time, having obscene or inappropriate posters or screen savers at your work station, playing games at your work station, etc.
- Continued discharge of work functions that do not meet the standards reasonably expected.
- Breach of the confidentiality provision in the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement including disclosing to any unauthorized person any *Confidential Information* or *PII*.
- Willful insubordination or disobedience, whether or not in combination with another, of any lawful and reasonable instructions of any member of management or any authorised person.
- Engaging in unapproved outside employment and activities as defined in APR 218 (US & IND)

([https://deloittenet.deloitte.com/About/Policies/Admin/Pages/218\\_OutsideEmploymentActivities\\_US.aspx](https://deloittenet.deloitte.com/About/Policies/Admin/Pages/218_OutsideEmploymentActivities_US.aspx)).

- Installing, downloading, copying or duplicating any unauthorized or unlicensed software, programs, games, or attachments on any computer system of the Employer or of any *Deloitte Entity* or its clients.
- Engaging in any illegal activities.
- Workplace violence, including threats of physical violence.
- Corporate credit card delinquencies.
- Causing damage to the property of the Employer, any *Deloitte Entity*, its clients, or their respective personnel
- Going on or abetting a strike in contravention of any law.
- Theft of any property belonging to another, the Employer or any *Deloitte Entity*, or their respective personnel, clients, or visitors
- Possession of firearms, explosives, knives or any instruments that can be used as an injurious or deadly weapon in the workplace or at any *Deloitte Entity* sponsored event.
- Corruption, fraud, or misappropriation of funds.
- Failure to comply with the policies, guidelines, rules and regulations of the Employer or a *Deloitte Entity* as applicable.
- Excessive personal use of the Employer's telephone, fax or computer systems.
- Failure to adhere to applicable laws.
- Any act prejudicial to or in conflict with the interests of the Employer or a *Deloitte Entity*.

The above terms and conditions are based on, and should be read in conjunction with, the Employer's policies, guidelines, procedures and other rules currently applicable, including but not limited to Administrative Policy Releases (APRs) and Deloitte India (Offices of the US)'s other policies, guidelines, rules, and regulations. The above rules are subject to amendments from time to time and the amended rules, policies, procedures, and guidelines would be posted on the Employer's Intranet site i.e. <https://deloittenet.deloitte.com/Pages/Home.aspx> for employee reference. The policies will be updated from time to time in the future and we deem to have your consent to any and all such changes. Furthermore, upon acceptance of employment with the Employer, you may be requested to read and acknowledge acceptance of various policies and guidelines of the Employer. It is expected that you will read and acknowledge all such communications.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name



### Training Agreement

On behalf of **Deloitte Tax Services India Private Limited**, please accept our congratulations on your recent offer of employment to join the Company as **Tax Consultant I** pursuant to the terms and conditions of your offer letter dated **August 26, 2024**. You made a very favorable impression with everyone you met and we are excited about the possibility of you joining the Company.

As you may be aware, as a condition of employment with the Company, you may be required to travel Overseas to attend a series of training sessions for a period of up to 90 days. This training will be a combination of classroom procedural training as well as on-site training to observe employees conducting similar work at various client locations. This training represents the confidence we have in your ability to be a valuable member of the practice of the Company.

As per Company policy, we kindly bring to your attention that all employees attending training overseas are required to sign a Training Agreement which will obligate the employee to repay a calculated amount of the costs associated with the training, only if the employee resigns his/her position or are terminated for cause within a specified period after completion of the training (usually between 6 to 18 months). This repayment obligation disappears after the specified period of time has lapsed. We all look forward to seeing you again soon and having you join our team of outstanding professionals.

Sincerely,

For **Deloitte Tax Services India Private Limited**

DocuSigned by:

*Pooja Madhani*

6718FF75DA89400...

By:

Signature

**Authorized Signatory**

**Deloitte Tax Services India Private Limited****Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District, CIRCLE 3, Hyderabad - 500032, Telangana, India****Tel: +91 040 67621000**  
**www.deloitte.com****Subject: Offer of Employment****Dear KEERTHANA S**

On behalf of **Deloitte Tax Services India Private Limited** (the "Employer" or "Company"), I am pleased to confirm our offer of employment to you as **Tax Consultant I** based in **Hyderabad**.

We extend this offer, and the opportunity it represents, with great confidence in your abilities. You have made a very favorable impression with everyone you met and we are excited with the prospect of you joining our organization on **OCT 12, 2022**.

Your immediate manager will communicate details of your role and work responsibilities in the initial weeks of your joining the Employer. During your employment, the Company may require you to work on any project that you are assigned to, on any technical platforms/skills and nature of the project, in differentiated work timing, at designated work space and location as may be decided by the company.

As part of your annual compensation, you will receive a Total Salary of **760000** and, will be eligible for a performance linked variable bonus. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount could vary depending upon the business and individual performance each fiscal year and, in some situations, could exceed the payout range indicated. Any amounts paid will be subject to statutory and other deductions as per Employer policies and practices. The details of your compensation breakdown are provided in the attached Annexure A.

As an incentive to join the Company, you are eligible to receive a joining bonus of **Rs./₹ 100,000/-** subject to your reporting for full-time employment on **OCT 12, 2022**.

. This amount will attract applicable taxes and will be processed as part of your first month's payroll. You will have an obligation to repay the entire amount of your joining bonus if you resign your position or are terminated for cause by the Company within **12 months** of your start date.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

Your employment with us will be governed by the Terms and Conditions as detailed in **Annexure B**, as well as any and all rules, regulations, guidelines, policies and practices of the Employer, which may be amended from time to time. Deloitte LLP and its U.S.-based subsidiaries (the "Deloitte U.S. Firms") requires their employees to make the necessary representations regarding independence and other matters. Because the Employer is an Indian subsidiary of Deloitte LLP, we must also comply with these independence requirements. Accordingly, this offer is conditional upon you agreeing to make such representations under the Employer's Independence Representations requirements, as further explained in **Annexure B**.

Your compensation details are confidential, and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization. We would like you to join the Employer on, or an alternative mutually agreed upon date.

This offer letter, together with the Annexures described herein, and the Non-Disclosure, Non Solicit and Intellectual Property Rights Assignment Agreement, the Information Security Policy (which you are required to sign upon joining), constitute the entire agreement between the parties with respect to the subject matter of this offer, and supersedes all other previous or contemporaneous oral or written representations, understandings or agreements relating to the subject matter of this offer between you and the Employer or its affiliates.

In compliance with applicable laws, Deloitte India (Offices of the US) provides its professionals with home pick-up and drop transport services within **pre-defined** boundary if their shift timings are between 8:30 p.m. - 6:00 a.m. in Hyderabad, 9:00 p.m. - 6:00 a.m. in Mumbai, Pune; 7:00 p.m. - 6:00 a.m. in Gurugram, 8:00 p.m. - 6:00 a.m. in Bengaluru, Chennai, and Kolkata.


This letter and **Deloitte Tax Services India Private Limited** employment application are intended to be final. To accept the offer and the terms of this letter, please sign below in the space provided within three business days.

everyone you have interviewed with joins me in extending to you congratulations and warm regards. We look forward to you joining our team.

Sincerely,

**For Deloitte Tax Services India Private Limited**

Best regards,

By:   
Signature

**Authorized Signatory**

**Acceptance**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Annexure A****Tax Consultant I -**

<b>Description</b>	<b>Monthly</b> (Rs. per month)	<b>Annual</b> (Rs. per Annum)
Basic Pay	<b>17,500</b>	<b>210,000</b>
House Rent Allowance (HRA)	<b>8,750</b>	<b>105,000</b>
Special Allowance <sup>1a &amp; 1b</sup>	<b>11,867</b>	<b>142,404</b>
Leave Travel Allowance <sup>2</sup>	<b>1,750</b>	<b>21,000</b>
Differential Allowance	<b>5,833</b>	<b>69,996</b>
Meal Card <sup>3</sup>	<b>2,200</b>	<b>26,400</b>
Employer's contribution to PF	<b>2,100</b>	<b>25,200</b>
<b>Total Salary (in Rs.)</b>	<b>50,000</b>	<b>600,000</b>
Variable Bonus*	You are eligible for a performance linked variable bonus. It will be paid out at the end of the fiscal year, as applicable and on the basis of your individual performance and performance of the business	
Medical Insurance Premium <sup>4</sup>	<b>3,014</b>	<b>36,167</b>

\*The Variable Bonus will vary, primarily based on your individual performance and the performance of the business, during the Employer's fiscal year which is June through May. Your performance will be formally assessed as a part of the Employer Performance Review Cycle Process. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount will vary depending upon the business and individual performance and in some circumstances, could exceed the payout range indicated. The performance of all the employees who have joined the Employer prior to March 1st will be assessed for the fiscal year ending in May. The disbursement of a Variable Bonus, if applicable, is subject to you being active on the rolls of the Employer, during the Annual Incentive Program payout cycle for the fiscal year. For employees joining during the period March 1st to May 30th, a prorated Variable Bonus, if applicable, will be based on the first year-end review ratings in the subsequent year and paid during the Annual Incentive Program payout cycle of that year. The Variable Bonus will not be paid in the event of termination of employment for any reason on or before the disbursement time. The application and interpretation of, and any determinations related to, the Variable Bonus is at the sole discretion of Employer. Employer may amend or terminate the Variable Bonus at any time. All compensation and benefits are based on employee's position with the Employer in India.

Contd/-....

Annexure A

<sup>1</sup>All employees may claim tax exemption, subject to tax rules from time to time, from their Special Allowance component, expenses incurred towards communication and Driver / Fuel & Maintenance Expenses as per eligibility mentioned below:

**Employee Level -  
Tax Consultant I**

<sup>1a</sup>Communication Expenses

<sup>1b</sup>Fuel Expenses

*Only one Post paid mobile, one Land Phone  
and One internet connection bill(s) can be  
claimed.*

*Petrol / Driver / Insurance / Repairs &  
Maintenance*

**Rs./₹ 3,000/-** per month

**Rs./₹ 7,500/-** per month

<sup>1a</sup> The internet/telephone/mobile bills should be in the Employee's name.

<sup>1b</sup> For claiming vehicle running expenses (Driver / Fuel / Repairs & Maintenance expenses) the vehicle has to be in the name of the Employee and the current tax rules are as under. The above limits will be applicable for all those who are on company car lease program and the below limits will apply for all those who are on self-owned car. In case of company leased car, taxability would be as per the current perquisite valuation rules.

Nature of Expenses	Own Vehicle –Maximum Tax exemption limit per month		
	4 Wheelers (Engine Capacity)		
	<= 1600 cc	> 1600 cc	Two Wheelers
Fuel & Maintenance	Rs. 1,800	Rs. 2,400	Rs. 900
Driver's Salary	Rs. 900	Rs. 900	Not applicable

All employees at and above **Senior Staff** are eligible for the company car lease program. If you choose to avail of this benefit, the amount towards lease rental will be paid by the firm on your behalf to the leasing company and your compensation structure will be adjusted accordingly. A revised letter with the new compensation structure will be issued that will supersede this letter for all practical purposes.

<sup>2</sup> The Leave Travel Allowance (LTA) will be paid on a monthly basis as an allowance with tax deducted at source. If you choose to avail the tax benefit on LTA, you should submit proof of expenses incurred by you for Self and / your immediate dependents. The taxability or otherwise of LTA will be as per the Income Tax Act 1961, details of which will form part of the LTA Form.

<sup>3</sup> Meal Card amount will be credited at the start of each month and for the first month (For New Hires) prorated amount will be processed as part of payroll. If not collected, it will be processed as a taxable amount with the salary.

<sup>4</sup> Annual Floating Medical Insurance Coverage for self and **6 dependents** is being paid by the Employer on your behalf. The premium amount is subject to change every year post renewal of insurance policy. In case you opt for an enhancement of the coverage limit, the additional premium will be adjusted accordingly from the special allowance.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

You may also be eligible to either a One-time Stipend or a temporary lodging basis joining the registered office location, you will receive a survey from Deloitte prior to your joining.

You may select the best option for availing the relocation assistance. If an employee who has availed this reimbursement decides to quit within 18 months from the date of relocation claim for whatever reason, the relocation reimbursement paid to the employee will be recovered in full, from the employee's full and final settlement.

By joining the Company, you will become a member under the 'Deloitte USI Employees Welfare Trust' and may be required to make a nominal contribution as a member.

Original bills towards the above components should be submitted during the Income Tax fiscal period evidencing the expenditure to get Income Tax exemption, failing which the same will attract applicable Income Tax.

Submission of false, tampered or altered bills as proof of expense for any of the above components will result in disciplinary action including termination of employment.

**Your compensation above is subject to income tax deduction per rules and guidelines prescribed under the prevailing tax laws. This may change from time to time in line with the amendments done in tax laws.**





## Annexure B

### **Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement ("Employment Agreement")**

In consideration of my employment by **Deloitte Tax Services India Private Limited**, an Employer incorporated under the provisions of the Companies Act, 1956 and having its registered office **Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District, CIRCLE 3, Hyderabad - 500032, Telangana, India** (the "Employer") as **Tax Consultant I** - and other valuable consideration, I acknowledge and agree that:

#### **PRELIMINARY MATTERS**

**1. Defined Terms.** The italicized terms in this agreement (the "Employment Agreement") are defined in **Exhibit A** hereto.

**2. Pre-existing Agreements or Arrangements.** I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Agreements or Arrangements*. The Employer expects me to abide by all restrictions or obligations that are contained in such Pre-existing Agreements or Arrangements and to avoid involvement, while employed by the Employer, in any matter that could pose a conflict as a result of confidential information or intellectual property obtained by me prior to my *Employment*. I further represent that none of these restrictions or obligations, including those set forth in any non-compete agreements with prior employers, is inconsistent with my acceptance of the Employer's offer of *Employment* or my becoming, and serving as, **Tax Consultant I** of the Employer. To the extent applicable and if I am joining the Employer after having served as an employee or official of the United States Government, I further represent that: (1) I have disclosed my prior participation, if any, in any discussions or negotiations with, or decisions to award contracts to, the Deloitte U.S. Firms while I was employed by the United States Government; and (2) I had either recused myself or had not played an active role in the applicable United States Government agency's decision to award any contracts to the Deloitte U.S. Firms while I was employed by the United States Government.

#### **PROTECTION OF OUR BUSINESS**

**3. Reporting of Proceedings.** Except as provided by law and except as I have disclosed in writing on **Exhibit C** to this Agreement, I represent and warrant that I have no *Proceedings* to report. Should I become a subject of any *Proceedings* during my association with the Employer, I agree to immediately report, in writing, all relevant facts to the Chief Talent Officer of Deloitte LLP, the Regional Talent Director of the Employer, and the Chief Ethics and Compliance Officer of Deloitte LLP. I understand that my responses are subject to audit and review by the Employer and others in accordance with applicable professional, ethical, legal, or Employer requirements, rules, regulations, policies, or practices, or other requests.

**4. Confidentiality.** I acknowledge that, by virtue of my *Employment*, I will acquire and be exposed to, have access to, make use of and/or create *Confidential Information*. Therefore, I agree to hold in trust and confidence all such *Confidential Information*. I will neither disclose any such *Confidential Information* to anyone outside a *Deloitte Entity* without the prior written approval of an *Authorized Signatory*, except as required by my authorized duties for the Employer, nor use any such *Confidential Information* for any purpose other than for the benefit of a *Deloitte Entity*.

**5. Third Party Information and Property.** I agree that during my *Employment*, I shall not use or disclose any confidential information or intellectual property of any former employer or other person or entity without the prior written authorization of such employer, person or entity and the prior written consent of an *Authorized Signatory*. If I were to use or disclose any such Confidential Information or Intellectual Property without prior consent, and any of the *Deloitte Entities* become the subject of any claim from a third party regarding such unauthorized use or disclosure, I agree to hold harmless and indemnify the *Deloitte Entities* for any legal defense costs and/or damages related to any such claim.

**6. Authorization.** Only employees of the Employer holding a senior or managerial position with the Employer will be authorized by a specific authorization, delegation, or power of attorney to sign legal documents, representing the Employer. Similarly, only such authorized employees of the Employer may speak about the Employer, the business and plans, various client-related projects etc.

**7. Competing Activities and Conflict of Interest.** During the period of my *Employment* I will not, directly or indirectly, participate in or in any way render services or assistance to any business that is or may be competitive with a *Deloitte Entity*, whether or not for compensation, or engage in any conduct which might result in, or create the appearance of using my position for private gain or other than for the benefit of a *Deloitte Entity*, or otherwise create a conflict, or the appearance of a conflict, of interest with a *Deloitte Entity*. Such conduct shall include, but not be limited to, having an undisclosed financial interest in any vendor or supplier of a *Deloitte Entity*, accepting payments of any kind or gifts other than of a nominal value from vendors, clients or suppliers, or having an undisclosed relationship with a family member or other individual who is employed or

associated with any entity in active or potential competition with a *Deloitte Entity*, and which creates a conflict of interest. I represent and warrant that I am not currently aware of any present or past violation of this provision.

**8. Authorization to Access Systems and Electronic Communications and use of Deloitte Property.** I understand that while employed with a *Deloitte Entity*, I will use and have access to the Systems. I also acknowledge that a *Deloitte Entity* has the right at any time to access, retrieve, delete, monitor, examine, use and/or disclose my Electronic Communications and information from (or about) me and the content, without notice to me, and that such *Electronic Communications* are considered part of a *Deloitte Entity's* business and client records and are not to be considered private or personal to me or any other *Personnel*. I further acknowledge that this right extends to *Electronic Communications* transmitted for either a business or personal purpose.

I agree that I am authorized to access the *Systems* only for approved business purposes and occasional personal use if such use does not interfere with my work responsibilities and other required business activities, business operations, or *Systems* performance. However, I also acknowledge that such occasional personal use does not create an expectation of privacy as to any of my personal *Electronic Communications* and, as such, are *Deloitte Property*.

I further acknowledge that I am not authorized to use the *Systems* for personal gain or any illegal or unethical use. I agree that under no circumstances am I authorized to access any of the *Systems* for the purpose of obtaining *Deloitte Property* for a competitor of a *Deloitte Entity*, transmitting *Deloitte Property* to me (e.g., emailing *Confidential Information* to my personal email address) or to a third party for purposes other than furthering the business objectives of a *Deloitte Entity*. I am not authorized to download a *Deloitte Entity's Confidential Information* or other *Deloitte Property* to removable media such as a CD Rom, disk or thumb drive other than as authorized for furthering the business objectives of a *Deloitte Entity*.

I will be responsible for the safe keeping and return in good condition and order of all the *Deloitte Property* that may be in my use, custody, care or charge. For the loss of any *Deloitte Property* in my possession or custody or for which I have been assigned responsibility, the Employer will have a right to assess on its own basis and recover from me, the damages in respect of such materials (out of the amounts due to me or otherwise) and to take such other legal action as it deems appropriate including termination of my employment without notice or payment in lieu thereof in the event of my failure to account for such material or property to its satisfaction.

**9. Security.** I am provided with a worktable and lockable storage space. I will ensure they are locked when unattended and understand that a duplicate key will only be provided if I sign for it. I am required to display my identity card to the appropriate security personnel on demand and at all times within the office premises.

**10. Ownership of Works.**

a. I agree that the Employer owns all rights, title and interest in and to all *Works*.

b. I agree that all *Works* are deemed works made for hire under India copyright or applicable laws or equivalent laws of any applicable foreign jurisdiction, and all *Intellectual Property Rights* therein vest automatically in the Employer upon creation of the *Works*. I agree that, to the extent any *Work* is held not to be a work made for hire, I hereby irrevocably assign all *Intellectual Property Rights* in the *Work* to the Employer. Notwithstanding anything contained in Section 19(4) of the Indian Copyright Act, 1957, I agree that such assignment shall continue to be in force for perpetuity irrespective of whether or not the Employer exercises its rights as the assignee for any period of time.

c. I will at all times, even after termination of my *Employment*, do whatever the Employer reasonably requests of me, at the Employer's expense, to document the assignment of any *Works* to the Employer or to assist the Employer in pursuing, renewing, extending or assigning any *Intellectual Property Rights*, and otherwise perfecting, protecting and enforcing said *Intellectual Property Rights* in, any *Works*. I agree that, as between me and the Employer, the Employer shall be the sole author, inventor, and owner of all such *Works* and *Intellectual Property Rights* therein throughout the world, and that the Employer shall have the sole right to seek copyright registrations, patents or trademark registrations, including all extensions and renewals thereof. I also hereby agree that I waive all moral rights in any *Works*.

I also agree to assign all my right, title and interest in and to any particular *Works* to a third party as directed by the Employer.

In the event the Employer is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraphs, I hereby irrevocably designate and appoint the Employer and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and in my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraphs with the same legal force and effect as if executed by me. I hereby waive any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any *Works* assigned hereunder to the Employer.

d. During a 12 month period after termination of my *Employment*, I agree that any *Intellectual Property* I create or conceive that results from and is related to any work assigned to or performed by me for the Employer, or that was created using *Deloitte Property*, is a *Work* that is subject to Paragraph 10 (b) above. For purposes of clarification, the foregoing provision is in addition to, and not in limitation of, any rights and remedies the Employer may have under the applicable laws protecting *Intellectual*

*Property of the Deloitte Entities.*

e. I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Employer) of all *Works* developed by me during the period of my employment with the Employer, which records shall be available to and remain the sole property of the Employer at all times.

**11. Pre-existing Creations; Personal Creations.** My obligations in Paragraph 10 do not apply to *Pre-existing Creations* and *Personal Creations*. I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Creations*. I acknowledge and agree that I will not assert any ownership rights against the *Deloitte Entities*, or their respective clients, with respect to any *Pre-existing Creations* unless they appear on **Exhibit B**, and **Exhibit B** has been accepted and agreed to by an *Authorized Signatory* who has signed at the bottom of such **Exhibit B**. I further agree that I shall not use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment* without the prior written consent of an *Authorized Signatory*. To the extent that I use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment*, I agree that, except as otherwise provided in a written agreement executed by me and the Employer, I hereby grant to the Employer an irrevocable, royalty free, perpetual, fully paid up, transferable, sub-licensable license to use, reproduce, distribute, display, perform, modify and create derivative works of and otherwise exploit such *Pre-existing Creations* or *Personal Creations* for any purpose including, but not limited to, client engagements.

**12. Post- Employment Restrictions re: Clients.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or serving of certain clients related to my work for a *Deloitte Entity* would necessarily involve the unauthorized use or disclosure of *Confidential Information*, and the proprietary relationships and goodwill of the *Deloitte Entities*, and, in the case of my serving of certain clients, could compromise the full compliance of the Employer or another *Deloitte Entity* with the applicable laws, rules and regulations of a U.S. or India regulatory body or other independence-related requirement of a regulatory body. Accordingly, during the period of my *Employment* and for a period of one year thereafter, I will not, directly or indirectly, solicit or provide services to any existing client of a *Deloitte Entity* with which I had personal contact and provided services during the two-year period prior to termination of my *Employment*.

**13. Exceptions to Post- Employment Restrictions re: Clients.** I understand that the obligations of Paragraph 12 will not apply for a period of three (3) years after my start date or the date of my promotion or transfer to clients of a *Deloitte Entity* and/or certain specified kinds of services rendered to such clients that meet all of the following criteria: (a) are personal clients of mine who came to a *Deloitte Entity* solely to avail themselves of certain specified kinds of services rendered by me and only as a result of my own independent recruitment efforts, which a *Deloitte Entity* neither subsidized nor otherwise financially supported as part of a program of client development, (b) are listed on **Exhibit D** expressly by name with respect to client and with sufficient specificity with respect to the kinds of service(s) that I will be permitted to render, and (c) are accepted and agreed to as to their listing on **Exhibit D** by an *Authorized Signatory* who has signed at the bottom of such Exhibit. I agree that after a period of three (3) years from my start date or the date of my promotion or transfer the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on **Exhibit D** to support the application of the obligations of Paragraph 12 to those clients.

**14. Future Employment with Clients.** Except as otherwise provided herein, I understand that I am not prohibited from accepting employment with a client (or an affiliate of such client) of a *Deloitte Entity*. Before entering into substantive discussions with an *Attest Client* regarding any employment opportunity, I acknowledge and agree that during my *Employment* and for five years thereafter I must first notify *Independence* and obtain prior written approval from *Independence*. I acknowledge and understand that it is the intent of the Employer to interpret and apply this provision (a) in an effort to ensure the full compliance of the *Deloitte Entities* with applicable U.S. and India laws, rules, and regulations; (b) to serve the public interest; and (c) to protect the legitimate interests of the *Deloitte Entities* or their respective *Attest Clients* under applicable U.S. or India laws, rules and regulations in a manner that is no greater than is reasonably necessary to protect such interests and without being unduly harsh and oppressive to me and my interests in future employment with an *Attest Client*. Further, I acknowledge and agree that because of, among other things, the importance of the *Deloitte Entities* remaining in compliance with applicable independence rules, such approval may be withheld by *Independence* in the event that my employment with an *Attest Client* would, in the view of Deloitte LLP, be inconsistent with applicable laws, rules and regulations or jeopardize the independence of a *Deloitte Entity* with respect to such *Attest Client*.

**15. Restrictions re: Personnel and Contractors.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or hiring or of any of its *Personnel* or contractors of the *Deloitte Entities*, or my participation in their hiring, admission or retention, would necessarily involve the unauthorized use or disclosure of *Confidential Information* or the proprietary relationships and goodwill of the *Deloitte Entities*. Accordingly, during my *Employment* and for one year thereafter, I will not, directly or indirectly, (a) solicit or attempt to solicit, or participate in the solicitation of or any attempt to solicit any *Personnel* to leave a *Deloitte Entity*, or to join any firm or business with which I may be or become affiliated; (b) participate in the hiring or admission of any *Personnel*; or (c) cause a contractor of a *Deloitte Entity* to cease providing services to, with, or on behalf of the *Deloitte Entity*.

**16. Post- Employment Restrictions re: Deloitte Property.** Upon termination of my *Employment*: (a) I will not use or disclose *Deloitte Property*, including, but not limited to, *Confidential Information* and *Works*, for any purpose; (b) I will not retain or take with me any *Deloitte Property*; (c) I will immediately deliver to a *Deloitte Entity* at any location that it designates, at my expense, within one business day after the termination of my *Employment* or on an alternate date designated by a *Deloitte*

*Entity*, any *Deloitte Property* that I may then or thereafter hold or control; and (d) I agree to allow a *Deloitte Entity* to inspect any of my personal or home computers, including smart phones, tablet computers, or any device, media or location capable of storing electronic data, to determine whether any *Deloitte Property* resides on such computers and to permit a *Deloitte Entity* to remove such *Deloitte Property*.

## **OTHER POST- EMPLOYMENT OBLIGATIONS**

**17. Transition of Work and Cooperation.** Upon termination of my *Employment* for any reason, I will cooperate with a *Deloitte Entity* in all matters relating to the completion of pending work and its orderly transfer. I will also cooperate fully with a *Deloitte Entity* in connection with any threat of or actual legal proceeding against a *Deloitte Entity* or any client, customer or licensor of a *Deloitte Entity* arising out of any matter with or of which I had contact or knowledge during my *Employment*.

**18. Notification of Post- Employment Obligations.** I agree that prior to accepting employment or affiliation with another firm or business I will advise such firm or business of my duties and obligations under this Employment Agreement. After my *Employment* ends, I agree that a *Deloitte Entity* shall be permitted to advise any firm or business with which I have accepted an offer of employment or affiliation concerning my duties and obligations under this Employment Agreement.

**19. Certification.** I agree that during or after my *Employment* I will, if requested, provide written certification in such form as the Employer may require that I have complied with my obligations hereunder, including, without limitation, those obligations set forth in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15 and 16 of this Agreement.

## **OUR ENFORCEMENT RIGHTS AND REMEDIES IN THE EVENT OF A BREACH**

**20. Equitable Relief and Attorney's Fees.** I acknowledge and agree that a breach of this Employment Agreement, including, but not limited to, a breach of my duties and obligations under the terms and conditions of Paragraphs 4, 5, 7, 8, 9, 10, 12, 14, 15 or 16 would cause irreparable harm to the *Deloitte Entities* and that, in addition to other remedies, the Employer on behalf of itself or another *Deloitte Entity* is entitled to a temporary restraining order, an injunction or other equitable relief to prevent any such breach. I also acknowledge that, to the extent permitted by law, a *Deloitte Entity* will be entitled to the payment of the *Deloitte Entities'* reasonable costs and attorney's fees incurred in enforcing this Employment Agreement. I also acknowledge that, to the extent permitted by law, the Employer may request that a court extend the one year period following the termination of my *Employment*, as provided in Paragraphs 12 and 15, to correspond with the period that I participated in activities prohibited by Paragraphs 12 and 15.

**21. Liquidated Damages: Client Fees.** I agree that in the event of a breach under Paragraph 12, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

**22. Liquidated Damages: Compensation.** I agree that the precise amount of damages flowing from a breach under Paragraph 15 would be impracticable or extremely difficult to ascertain in an actual amount. Therefore, I agree that in the event of a breach under Paragraph 15, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by or owed to any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

**23. Right of Inspection.** I agree to permit the Employer (or to use my best efforts to enable the Employer) to inspect my books and records (and the books and records of any entity which employs or is associated or affiliated with me), upon request and at reasonable times, to enable the Employer to confirm the calculations described above and to verify compliance with Paragraphs 12 and 15. The Employer shall keep confidential any proprietary information obtained, except as may be necessary or desirable to enable the Employer to enforce its rights under this Employment Agreement and except as may be required by any statute, court or administrative order to decree or government ruling or regulation.

**MISCELLANEOUS**

**24. Governing Law; Choice of Forum.** This Employment Agreement is deemed to have been executed in the Employer's office in **Hyderabad, Telangana, India** and will be construed and governed in accordance with the laws of the Republic of India without regard to its conflicts-of-law principles. You agree to submit to jurisdiction before any court of record in which the Employer's office to which you were assigned is located, or in which a breach of this Employment Agreement may occur, at the election of the Employer, and you waive any right to raise questions of personal jurisdiction or venue in any action the Employer may bring against you in any such court. You further agree to accept service of process/summons/legal notice from the Employer when that process/summons/legal notice is either sent to your last known address by certified mail or served by any other means permitted under the law of the jurisdiction in which the Employer may bring an action against you.

**25. Modifications.** My obligations hereunder may not be changed or modified, released, discharged, abandoned or terminated, in whole or in part, except by an instrument in writing signed by an *Authorized Signatory*.

**26. Severability.** Every provision of this Employment Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such term or provision will be enforced to the maximum extent permitted by law and, in any event, such illegality or invalidity shall not affect the validity of the remainder of the Employment Agreement.

**27. Blue-Penciling.** If any court determines that any provision of this Employment Agreement, or any part hereof, or the application of any such provision, or any part hereof, to any person or circumstance is unenforceable or void, such court shall have the power to modify such provision, or any part hereof, to the extent necessary to render it legal and enforceable while preserving its intent, or if such modification is not possible, by substituting therefore another provision that is legal and enforceable and that achieves the same objective.

**28. Waiver.** None of my obligations under this Employment Agreement shall be deemed to have been waived by the Employer except if the giving of such waiver is contained in a written notice given to me and no such waiver shall be deemed to be a waiver of any other or further obligation I have under this Employment Agreement.


**29. Entire Agreement.** This Employment Agreement, the Employer's employment application, the Terms and Conditions of Service issued pursuant to the offer of employment and any documentation employing me or transferring me to the Employer, contain the entire understanding between me and the Employer or any other *Deloitte Entity* with respect to the subject matter hereof and supersedes all prior representations, warranties, and agreements with respect to such subject matter, and no representations, warranties or other covenants exist with respect to such subject matter that are not contained or expressly referred to herein. Notwithstanding the foregoing, any written agreement between a *Deloitte Entity* and me with respect to the subject matter hereof that was signed by me prior to the effective date of this Employment Agreement shall remain valid and enforceable according to the terms of such agreement with respect to all acts and omissions occurring prior to the effective date of this Employment Agreement. In the event of a conflict between this Employment Agreement and the employment application or any other document purporting to set forth terms and conditions of my *Employment*, this Employment Agreement will control.

**30. Transfer and Assignment.** Unless as the Employer shall otherwise determine, the rights, obligations and benefits of the Employer under this Employment Agreement, including but not limited to those rights and benefits relating to my post-Employment obligations set forth in this Paragraph 30 and in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19 and 23 above, are transferred and assigned, in whole or in part (as the Employer shall determine) and without the need for my consent or the formality of documentation or prescribed processes, to (a) any *Deloitte Entity* in connection with my transfer to that *Deloitte Entity* or (b) any entity that acquires all or a part of the assets or business of the Employer. All provisions of this Employment Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, representatives, successors, and assigns of the Employer and me, and any *Deloitte Entity* to which I may be transferred during my *Employment*, provided, however, none of my duties or obligations under this Employment Agreement may be assigned or transferred by me to any other person or entity without the Employer's prior written approval of such assignment or transfer. Any purported assignments in violation of this Paragraph 30 shall be null and void.

**31. Headings.** The headings contained in this Employment Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Employment Agreement.

I have read the foregoing, understand it, and agree to comply with its terms.

**For Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
 6718FF75DA89400...

Pooja Madhani

**Talent**

**Authorized Signatory**

Effective as of , I accept all the terms and conditions of the Employer as stipulated in this Employment Agreement.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

**EXHIBIT A**

The definitions below apply to the italicized terms that appear in the Employment Agreement (including the exhibits):

**Attest Client** – attest client (or an affiliate of such client) of Deloitte & Touche LLP or a *Deloitte Entity*.

**Authorized Signatory** – a director, officer or other person who is authorized to sign on behalf of a *Deloitte Entity*.

**Confidential Information** – any information not generally known to the public, in any *Form*, that (1) relates to the operation of a *Deloitte Entity* or provides the *Deloitte Entities* with a competitive advantage, (2) consists of Personally Identifiable Information (*PII*) or other personal information about *Personnel*, client and other third party personnel, independent contractors, subcontractors, agents, vendors, suppliers or others which the Employer or another *Deloitte Entity* receives in the course of business, and (3) all other information entrusted to the Employer or another *Deloitte Entity* by clients and other third parties. *Confidential Information* includes, but is not limited to, *Intellectual Property*, supplier information, designs, business or marketing plans, forecasts and financial information, tax returns, tax identification numbers, agreements, client or prospective client lists, specific information about clients or prospective clients such as preferences for specific products and services, client or prospective client needs based on financial history and past purchases of services, client or prospective client development plans, specific rates charged to a client or offered to a prospective client and other business or client records. *Confidential Information* also includes, but is not limited to, debit or credit card information, employment applications, organization charts, performance ratings and other personnel records.

**Deloitte Entity** – the Employer, Deloitte LLP, and any corporation, company, partnership, limited liability company or other entity (a) that (i) is owned, directly or indirectly, in whole or in part, by Deloitte LLP (the “Deloitte U.S. Firms”), including but not limited to Deloitte LLP subsidiaries in India, the Deloitte Touche Tohmatsu verein, Deloitte Global Services Limited, Deloitte Global Services Holdings Limited, Deloitte Touche Tohmatsu Limited (“DTTL”) or any member firm of DTTL or affiliate thereof (collectively, the “DTTL Member Firms”) or (ii) controls, is controlled by or is under common control with any of the entities listed in clause (i); or (b) in which any *Personnel* participated on its behalf, or carried out any duties with respect to its affairs. For purposes of this Employment Agreement, the term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract, or otherwise.

**Deloitte Property** – *Confidential Information*, *Systems*, equipment, debit and credit cards issued in connection with my *Employment*, furniture, facilities and any and all other materials owned, licensed or leased by a *Deloitte Entity*, including, without limitation, computerized or electronic information and all copies thereof in any form or media, created by, furnished to, obtained by or prepared by me in the course of my employment in any capacity.

**Deloitte India (Offices of the US)** - The following companies shall be deemed to be the affiliates of each other and are collectively referred to as Deloitte India (Offices of the US): (i) Deloitte Consulting India Private Limited (ii) Deloitte Tax Services India Private Limited (iii) Deloitte Support Services India Private Limited (iv) Deloitte Financial Advisory Services India Private Limited and (v) Deloitte & Touche Assurance & Enterprise Risk Services India Private Limited.

**Electronic Communications** – all text, audio, video, images, information, data, files and attachments created, displayed, sent, received, posted, accessed or stored, whether deleted or not, by means of the *Systems*.

**Employment** – the nature of my relationship with the Employer or a *Deloitte Entity* pursuant to this Employment Agreement. Alternatively, and depending on context, *Employment* is the period of time during which this relationship persists.

**Form** - paper, computer disc, USB drive, website; any other tangible or electronic medium by which information may be stored or accessed; and human memory.

**Independence** – National Office (Independence) of Deloitte LLP.

**Intellectual Property** - works of authorship (including, without limitation, books, articles, data compilations, software and other copyrightable materials), materials, patents, inventions, designs, techniques, methodologies, processes, discoveries, know-how, ideas, trade secrets, moral rights, trademarks and other indicia of origin together with the goodwill therein, and all patent applications, copyright and trademark applications and registrations, and extensions and renewals thereof, throughout the world.

**Intellectual Property Rights** – all rights, title and interest in Intellectual Property.

**PCAOB** – the United States Public Company Accounting Oversight Board.

**Personal Creations** – *Intellectual Property* that meet all of the following criteria: (1) it is conceived, developed, and created by me on my own time without using *Deloitte Property* or *Personnel* (during work hours), facilities, *Confidential Information* or *Works* of a *Deloitte Entity*, (2) it is unrelated to the actual or reasonably anticipated business or research and development of a

*Deloitte Entity*, and (3) it does not result from any work performed by me and the *Personnel* (during work hours) for a *Deloitte Entity*.

**Personnel** – partners, principals, members, officers and employees of a *Deloitte Entity*.

**PII** – information (excluding business contact information such as an individual's name and one or more of the following: organization name, organizational title, organizational role, business address, business telephone number (including business cell phone number and business email address) relating to an identified or identifiable natural person. An identifiable natural person is a natural person who can be identified, directly or indirectly, by reference to an identification number or factors specific to his or her physical, physiological, mental, economic, cultural or social identity. Set forth below is a non-exclusive list of information that constitutes PII when such information relates to an identified or identifiable natural person:

- Account number (bank account, credit card, etc.)
- Address
- Biometric identifier
- Certificate or license number
- Date of birth
- Government identifiers (such as PAN)
- Name\*
- Personnel Number
- Photograph or video identifiable to an individual
- Vehicle identifier or serial number
- Other information related to an individual that may directly or indirectly identify that individual (e.g., salary, performance rating, purchase history, call history, etc.)

\* Note: When an individual's name is used with PII that is not business contact information, it is included in the definition of PII.

**Pre-existing Agreements or Arrangements** – agreements or arrangements that (1) relate to any *Pre-existing Creations*; or (2) may affect my ability to comply with the requirements of this Employment Agreement, including all contractual and other restrictions or obligations with other parties, including any post-employment restrictions and required notifications to the extent applicable under 18 United States Code §207, CFR 3.104-4, and India laws, rules and regulations that may or will impose limitations on my professional activities during my *Employment* (such as any non-compete agreements with prior employers and the one-year ban on lobbying contacts).

**Pre-existing Creations** – any *Intellectual Property* and *Intellectual Property Rights* that were developed or created by me, alone or with others, or otherwise acquired by me, before the period of my employment in any capacity with the Employer, in which I claim any ownership or right.

**Proceedings** – past or pending (1) actual or threatened claims or complaints of, or arising out of service to, present or former clients, (2) regulatory, self-regulatory, disciplinary, administrative, civil or criminal investigations, inquiries, charges, complaints, actions, sanctions, alternative dispute resolution proceedings, other proceedings or matters (other than criminal proceedings which relate solely to the operation of a motor vehicle) of any kind or nature, in India or any other jurisdiction, against me, including criminal proceedings arising out of my provision of professional services, proceedings brought by a professional association, or proceedings involving the Securities and Exchange Board of India, United States Securities and Exchange Commission or the PCAOB, other professional bodies like the Institute of Chartered Accountants of India or (3) matters of any kind or nature which could adversely affect my association with the Employer or my ability to perform my duties or responsibilities to the Employer, whether set forth in this Employment Agreement or otherwise, or my registration with or licensure by any governmental, quasi-governmental, or other regulatory agency, body or entity, in or outside the United States or India.

**Systems** – the communications systems or any part of such systems that a *Deloitte Entity* owns, licenses or operates and approves for use, including, but not limited to, e-mail, text messaging, Lotus Notes, Deloitte Online (eRoom), instant messaging, local area network, wide area network, Intranet (e.g., DeloitteNet, D Street), Internet, extranet, collaborative tools (e.g., blogs, wikis, etc.), laptop and desktop computers, servers, air cards, Personal Digital Assistants, cell phones, telephones and voicemail.

**Works** – all *Intellectual Property*, in any *Form*, created by me, alone or with others, during the period of my *Employment* that (1) is created within the scope of my *Employment*; (2) relates in any manner to the actual or anticipated business, research, or development of a *Deloitte Entity*; (3) results from any work assigned to or performed by me, alone or with others, for the Employer; or (4) is created with the use of *Deloitte Property*.



**EXHIBIT B****Pre-existing Creations; Pre-existing Agreements or Arrangements**

I understand and agree that the Employer makes no attempt to verify my claim of ownership to any of the *Pre-existing Creations* listed, and makes no admission that any *Pre-existing Creations* listed are owned by me.

[If yes, please enter details below]

Yes, I do have *Pre-existing Creations*, *Pre-existing Agreements or Arrangements*

No, I do not have *Pre-existing Creations*, *Pre-existing Agreements or Arrangements*

<b><u>Title</u></b>	<b><u>Date</u></b>	<b><u>Brief Description</u></b>
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\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Print)

ACCEPTED AND AGREED TO:

**Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
6718FF75DA89400...

Pooja Madnani

**Talent**

Its: *Authorized Signatory*

\_\_\_\_\_  
Date

An *Authorized Signatory's* signature is required only if *Pre-existing Creations* or *Pre-existing Agreements* or *Arrangements* are listed pursuant to Paragraphs 2 and 11 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment made in light of Paragraph 2 that *Pre-existing Creations*, if any, are described and explained in sufficient detail so that the likelihood of confusion between the employee's *Pre-existing Creations* and the *Intellectual Property* of a *Deloitte Entity* can be avoided or minimized in the future and further indicates that the *Pre-existing Agreements* or *Arrangements* have been obtained and reviewed and that the *Authorized Signatory* is satisfied that such *Pre-existing Agreements* or *Arrangements* will not interfere with the employee's ability to comply with the requirements of this Employment Agreement.

**EXHIBIT C**

**Proceedings**

[none, unless otherwise specified]

Yes, I do have *Proceedings* to report

No, I do not have *Proceedings* to report

My signature below certifies that to the best of my knowledge, the information I have provided above, pursuant to Paragraph 3, is complete and accurate.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

**EXHIBIT D**

**Exceptions to Post-Employment Restrictions: re: Clients**

[none, unless otherwise specified]

As specified in Paragraph 13, I agree that after a period of three (3) years from my start date or the date of my employment, as the case may be, the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on Exhibit D to support the application of the obligations of Paragraph 12 to those clients.

Yes, I do have  
Post-Employment Restrictions  
re: Clients

No, I do not have  
Post-Employment Restrictions  
re: Clients

<u>Name of Client</u>	<u>Specified Kind of Services(s) Permitted</u>
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ACCEPTED AND AGREED TO:

**Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
6718FF75DA89400...

Pooja Madnani

**Talent**

Its:     Authorized Signatory	<hr/>
	Date

I have read and understood the above policy terms.

<hr/>	<hr/>	<hr/>
Signature	Name	Date

A n *Authorized Signatory's* signature is required only if information is provided pursuant to Paragraph 13 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment that criteria in Paragraph 13 have been fully satisfied, the clients listed have been properly identified, and the kinds of services permitted have been described with sufficient specificity.

## Terms and Conditions of Service

In continuation to our offer of employment with **Deloitte Tax Services India Private Limited** (the "Employer"), please note the terms and conditions of service.

The italicized terms in these Terms and Conditions of Service are defined in **Exhibit A** of the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement hereto.

### Terms of Service

#### 1. COMPLIANCE WITH INDEPENDENCE, ETHICS AND OTHER REQUIREMENTS

Deloitte & Touche LLP performs attest services for certain of its clients and is subject to the independence requirements of, among others, the United States Securities and Exchange Commission (SEC), the United States Public Company Accounting Oversight Board (PCAOB), and the American Institute of Certified Public Accountants (AICPA). These requirements mandate that certain of the Employer's employees and their relatives be independent of some or all of such attest clients and their affiliates in accordance with the policies of Deloitte LLP and its subsidiaries (the "Deloitte US Entities").

Upon joining the Employer, you will be asked to review a listing of the attest clients and the affiliates of such clients of certain of the Deloitte US Entities and disclose relationships or financial holdings that you or your relatives may have that could affect the independence of the Deloitte US Entities. Any relationships or holdings that conflict with, among other things, the requirements of the SEC, the PCAOB or the AICPA or the independence or ethics policies of the Deloitte US Entities will need to be resolved immediately. Further, you will be required to comply with these policies throughout your career with the Employer, including, when applicable, maintaining a current list of certain of your financial interests (but not their value) in the independence tracking system.

As a condition to your joining the Employer and continued employment, you are required to complete a representation regarding your understanding of, and compliance with, independence and other matters, on a periodical basis (as requested beginning on or prior to the date of you joining the Employer, annually thereafter, and upon certain changes in your role in the Employer), the details of which are provided in the independence representation. An example copy of this representation form is available for your reference on [www.deloittenet.com](http://www.deloittenet.com). The representation should be made to the best of your knowledge and ability. It is your responsibility to consult on any matter should you be uncertain or have a question. You are also requested to refer to [www.deloittenet.com](http://www.deloittenet.com) and *Independence* for more information in this respect. The representations made by you will be subject to an audit and may be reviewed by Deloitte LLP representatives and shared with certain third parties. If you are selected for such an audit, you will need to submit certain personal financial records to Deloitte LLP's internal audit team. Please be assured that Deloitte LLP fully intends to keep all information obtained through the audit process confidential and secure. You hereby give your consent to Deloitte LLP to use the information provided by you for such purposes as provided in the policies regarding independence and ethics.

In the event you (i) do not cooperate or comply with the independence requirements, or (ii) do not complete the necessary representations, or (iii) make inaccurate representation(s); you may be subject to disciplinary action including and up to termination of employment with the Employer.

Please feel free to contact or consult *Independence* should you require any further information or if you have any specific concerns in this respect.

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#### 2. NON DISCLOSURE, NON SOLICIT AND INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AGREEMENT ("Employment Agreement")

You will be expected to sign the Employer's Employment Agreement. Please contact Talent for further details.

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#### 3. HARRASSMENT POLICY

**Administrative Policy Release ("APR") 213** is the Employer's policy prohibiting harassment. Deloitte LLP's subsidiaries located in India ("Deloitte India (Offices of the US)") are committed to providing a working environment that is free from harassment based on caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis, in accordance with applicable Indian central, state or local law. Expressly forbidden are unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Depending on the circumstances, such harassment may also include conduct such as stereotyped or demeaning remarks or gestures or the display or circulation, whether in writing or electronically, of materials or pictures offensive to persons because of their caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis in accordance with applicable Indian central, state or local law. The full policy will be accessible to you on DeloitteNet after joining Deloitte U.S. India.

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#### 4. WORKING HOURS, HOLIDAYS, LEAVES AND MATERNITY BENEFITS

You will be provided with your standard working hours, which may vary over the course of your career. The Employer may, from time to time, subject to applicable laws, require the employee to work beyond these hours.

You shall be entitled to paid holidays and leave as per the Employer's policies.

Women employees are eligible for maternity benefits as per the recent amendments (2017) in the maternity benefit act, 1961, including having 26 weeks of maternity leave with pay, as applicable.

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#### 5. RETIREMENT AGE

The age of retirement for employees of Deloitte India (Offices of the US) is 60 years. Your employment will therefore automatically terminate at the end of the month in which you attain 60 years.

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#### 6. TRANSFERS

You may be transferred, assigned, or asked to attend training at the offices of a Deloitte Entity or its clients or third parties in India or abroad with or without additional compensation. In such an event, you will also be governed by the terms and conditions of service applicable to the transfer, assignment, or training.

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#### 7. NOTICE PERIOD FOR TERMINATION OF SERVICES

The notice period for termination of your services is **60 Days** by either side and/or salary in lieu of notice period on part of the Employer only.

The Employer expects all employees to maintain the highest standards of professional conduct at all times.

In order to assure orderly operations and provide the best possible work environment, the Employer expects you to follow rules of conduct that will protect the interests and safety of all personnel, including but not limited to the Code of Ethics and Professional Conduct.

In the event of any breach of the Code of Ethics and Professional Conduct, non-performance of a contractual obligation or the terms and conditions laid down in this Annexure, or if you engage in any misconduct whether or not in connection with or affecting the business or affairs of the Employer or the work conduct, as specified by Employer, you will be subject to disciplinary action up to and including termination of your services/ employment with the Employer without any notice or payment in lieu of notice notwithstanding any other terms and conditions stipulated herein.

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#### 8. MISCONDUCT

Misconduct may include but is not limited to:

- Irregular attendance: repeated or excessive absence, tardiness or early departures/ late comings without approval.
- Unreported or unapproved absence (including overstay of leave) for more than five consecutive days or deviation from assigned and accepted schedule for more than five days.
- Falsification or manipulation in background verification process or employment records, employment information, or other records prior to or after joining the Employer.
- Falsification or manipulation of Deloitte Time & Expense (DTE).
- Knowingly providing false statements, either verbally or in written form.
- Neglect of normal duties and functions.
- Practices such as reading personal materials during working time, having obscene or inappropriate posters or screen savers at your work station, playing games at your work station, etc.
- Continued discharge of work functions that do not meet the standards reasonably expected.
- Breach of the confidentiality provision in the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement including disclosing to any unauthorized person any *Confidential Information* or *PII*.
- Willful insubordination or disobedience, whether or not in combination with another, of any lawful and reasonable instructions of any member of management or any authorised person.
- Engaging in unapproved outside employment and activities as defined in APR 218 (US & IND)

([https://deloittenet.deloitte.com/About/Policies/Admin/Pages/218\\_OutsideEmploymentActivities\\_US.aspx](https://deloittenet.deloitte.com/About/Policies/Admin/Pages/218_OutsideEmploymentActivities_US.aspx)).

- Installing, downloading, copying or duplicating any unauthorized or unlicensed software, programs, games, or attachments on any computer system of the Employer or of any *Deloitte Entity* or its clients.
- Engaging in any illegal activities.
- Workplace violence, including threats of physical violence.
- Corporate credit card delinquencies.
- Causing damage to the property of the Employer, any *Deloitte Entity*, its clients, or their respective personnel
- Going on or abetting a strike in contravention of any law.
- Theft of any property belonging to another, the Employer or any *Deloitte Entity*, or their respective personnel, clients, or visitors
- Possession of firearms, explosives, knives or any instruments that can be used as an injurious or deadly weapon in the workplace or at any *Deloitte Entity* sponsored event.
- Corruption, fraud, or misappropriation of funds.
- Failure to comply with the policies, guidelines, rules and regulations of the Employer or a *Deloitte Entity* as applicable.
- Excessive personal use of the Employer's telephone, fax or computer systems.
- Failure to adhere to applicable laws.
- Any act prejudicial to or in conflict with the interests of the Employer or a *Deloitte Entity*.

The above terms and conditions are based on, and should be read in conjunction with, the Employer's policies, guidelines, procedures and other rules currently applicable, including but not limited to Administrative Policy Releases (APRs) and Deloitte India (Offices of the US)'s other policies, guidelines, rules, and regulations. The above rules are subject to amendments from time to time and the amended rules, policies, procedures, and guidelines would be posted on the Employer's Intranet site i.e. <https://deloittenet.deloitte.com/Pages/Home.aspx> for employee reference. The policies will be updated from time to time in the future and we deem to have your consent to any and all such changes. Furthermore, upon acceptance of employment with the Employer, you may be requested to read and acknowledge acceptance of various policies and guidelines of the Employer. It is expected that you will read and acknowledge all such communications.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name



### Training Agreement

On behalf of **Deloitte Tax Services India Private Limited**, please accept our congratulations on your recent offer of employment to join the Company as **Tax Consultant I** pursuant to the terms and conditions of your offer letter dated **August 26, 2024**. You made a very favorable impression with everyone you met and we are excited about the possibility of you joining the Company.

As you may be aware, as a condition of employment with the Company, you may be required to travel Overseas to attend a series of training sessions for a period of up to 90 days. This training will be a combination of classroom procedural training as well as on-site training to observe employees conducting similar work at various client locations. This training represents the confidence we have in your ability to be a valuable member of the practice of the Company.

As per Company policy, we kindly bring to your attention that all employees attending training overseas are required to sign a Training Agreement which will obligate the employee to repay a calculated amount of the costs associated with the training, only if the employee resigns his/her position or are terminated for cause within a specified period after completion of the training (usually between 6 to 18 months). This repayment obligation disappears after the specified period of time has lapsed. We all look forward to seeing you again soon and having you join our team of outstanding professionals.

Sincerely,

For **Deloitte Tax Services India Private Limited**

DocuSigned by:

*Pooja Madhani*

6718FF75DA89400...

By:

Signature

**Authorized Signatory**

**Deloitte Tax Services India Private Limited****Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District, CIRCLE 3, Hyderabad - 500032, Telangana, India****Tel: +91 040 67621000**  
**www.deloitte.com****Subject: Offer of Employment****Dear KEERTHI M**

On behalf of **Deloitte Tax Services India Private Limited** (the "Employer" or "Company"), I am pleased to confirm our offer of employment to you as **Tax Consultant I** based in **Hyderabad**.

We extend this offer, and the opportunity it represents, with great confidence in your abilities. You have made a very favorable impression with everyone you met and we are excited with the prospect of you joining our organization on **OCT 12, 2022**.

Your immediate manager will communicate details of your role and work responsibilities in the initial weeks of your joining the Employer. During your employment, the Company may require you to work on any project that you are assigned to, on any technical platforms/skills and nature of the project, in differentiated work timing, at designated work space and location as may be decided by the company.

As part of your annual compensation, you will receive a Total Salary of **760000** and, will be eligible for a performance linked variable bonus. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount could vary depending upon the business and individual performance each fiscal year and, in some situations, could exceed the payout range indicated. Any amounts paid will be subject to statutory and other deductions as per Employer policies and practices. The details of your compensation breakdown are provided in the attached Annexure A.

As an incentive to join the Company, you are eligible to receive a joining bonus of **Rs./₹ 100,000/-** subject to your reporting for full-time employment on **OCT 12, 2022**.

. This amount will attract applicable taxes and will be processed as part of your first month's payroll. You will have an obligation to repay the entire amount of your joining bonus if you resign your position or are terminated for cause by the Company within **12 months** of your start date.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

Your employment with us will be governed by the Terms and Conditions as detailed in **Annexure B**, as well as any and all rules, regulations, guidelines, policies and practices of the Employer, which may be amended from time to time. Deloitte LLP and its U.S.-based subsidiaries (the "Deloitte U.S. Firms") requires their employees to make the necessary representations regarding independence and other matters. Because the Employer is an Indian subsidiary of Deloitte LLP, we must also comply with these independence requirements. Accordingly, this offer is conditional upon you agreeing to make such representations under the Employer's Independence Representations requirements, as further explained in **Annexure B**.

Your compensation details are confidential, and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization. We would like you to join the Employer on, or an alternative mutually agreed upon date.

This offer letter, together with the Annexures described herein, and the Non-Disclosure, Non Solicit and Intellectual Property Rights Assignment Agreement, the Information Security Policy (which you are required to sign upon joining), constitute the entire agreement between the parties with respect to the subject matter of this offer, and supersedes all other previous or contemporaneous oral or written representations, understandings or agreements relating to the subject matter of this offer between you and the Employer or its affiliates.



In compliance with applicable laws, Deloitte India (Offices of the US) provides its professionals with home pick-up and drop transport services within **pre-defined** boundary if their shift timings are between 8:30 p.m. - 6:00 a.m. in Hyderabad, 9:00 p.m. - 6:00 a.m. in Mumbai, Pune; 7:00 p.m. - 6:00 a.m. in Gurugram, 8:00 p.m. - 6:00 a.m. in Bengaluru, Chennai, and Kolkata.


This letter and **Deloitte Tax Services India Private Limited** employment application are intended to be final. To accept the offer and the terms of this letter, please sign below in the space provided within three business days.

everyone you have interviewed with joins me in extending to you congratulations and warm regards. We look forward to you joining our team.

Sincerely,

**For Deloitte Tax Services India Private Limited**

Best regards,

By:   
Signature

**Authorized Signatory**

**Acceptance**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Annexure A****Tax Consultant I -**

<b>Description</b>	<b>Monthly</b> (Rs. per month)	<b>Annual</b> (Rs. per Annum)
Basic Pay	<b>17,500</b>	<b>210,000</b>
House Rent Allowance (HRA)	<b>8,750</b>	<b>105,000</b>
Special Allowance <sup>1a &amp; 1b</sup>	<b>11,867</b>	<b>142,404</b>
Leave Travel Allowance <sup>2</sup>	<b>1,750</b>	<b>21,000</b>
Differential Allowance	<b>5,833</b>	<b>69,996</b>
Meal Card <sup>3</sup>	<b>2,200</b>	<b>26,400</b>
Employer's contribution to PF	<b>2,100</b>	<b>25,200</b>
<b>Total Salary (in Rs.)</b>	<b>50,000</b>	<b>600,000</b>
Variable Bonus*	You are eligible for a performance linked variable bonus. It will be paid out at the end of the fiscal year, as applicable and on the basis of your individual performance and performance of the business	
Medical Insurance Premium <sup>4</sup>	<b>3,014</b>	<b>36,167</b>

\*The Variable Bonus will vary, primarily based on your individual performance and the performance of the business, during the Employer's fiscal year which is June through May. Your performance will be formally assessed as a part of the Employer Performance Review Cycle Process. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount will vary depending upon the business and individual performance and in some circumstances, could exceed the payout range indicated. The performance of all the employees who have joined the Employer prior to March 1st will be assessed for the fiscal year ending in May. The disbursement of a Variable Bonus, if applicable, is subject to you being active on the rolls of the Employer, during the Annual Incentive Program payout cycle for the fiscal year. For employees joining during the period March 1st to May 30th, a prorated Variable Bonus, if applicable, will be based on the first year-end review ratings in the subsequent year and paid during the Annual Incentive Program payout cycle of that year. The Variable Bonus will not be paid in the event of termination of employment for any reason on or before the disbursement time. The application and interpretation of, and any determinations related to, the Variable Bonus is at the sole discretion of Employer. Employer may amend or terminate the Variable Bonus at any time. All compensation and benefits are based on employee's position with the Employer in India.

Contd/-....

Annexure A

<sup>1</sup>All employees may claim tax exemption, subject to tax rules from time to time, from their Special Allowance component, expenses incurred towards communication and Driver / Fuel & Maintenance Expenses as per eligibility mentioned below:

**Employee Level -  
Tax Consultant I**

<sup>1a</sup>Communication Expenses

<sup>1b</sup>Fuel Expenses

Only one Post paid mobile, one Land Phone  
and One internet connection bill(s) can be  
claimed.

Petrol / Driver / Insurance / Repairs &  
Maintenance

**Rs./₹ 3,000/-** per month

**Rs./₹ 7,500/-** per month

<sup>1a</sup> The internet/telephone/mobile bills should be in the Employee's name.

<sup>1b</sup> For claiming vehicle running expenses (Driver / Fuel / Repairs & Maintenance expenses) the vehicle has to be in the name of the Employee and the current tax rules are as under. The above limits will be applicable for all those who are on company car lease program and the below limits will apply for all those who are on self-owned car. In case of company leased car, taxability would be as per the current perquisite valuation rules.

Nature of Expenses	Own Vehicle –Maximum Tax exemption limit per month		
	4 Wheelers (Engine Capacity)		
	<= 1600 cc	> 1600 cc	Two Wheelers
Fuel & Maintenance	Rs. 1,800	Rs. 2,400	Rs. 900
Driver's Salary	Rs. 900	Rs. 900	Not applicable

All employees at and above **Senior Staff** are eligible for the company car lease program. If you choose to avail of this benefit, the amount towards lease rental will be paid by the firm on your behalf to the leasing company and your compensation structure will be adjusted accordingly. A revised letter with the new compensation structure will be issued that will supersede this letter for all practical purposes.

<sup>2</sup> The Leave Travel Allowance (LTA) will be paid on a monthly basis as an allowance with tax deducted at source. If you choose to avail the tax benefit on LTA, you should submit proof of expenses incurred by you for Self and / your immediate dependents. The taxability or otherwise of LTA will be as per the Income Tax Act 1961, details of which will form part of the LTA Form.

<sup>3</sup> Meal Card amount will be credited at the start of each month and for the first month (For New Hires) prorated amount will be processed as part of payroll. If not collected, it will be processed as a taxable amount with the salary.

<sup>4</sup> Annual Floating Medical Insurance Coverage for self and **6 dependents** is being paid by the Employer on your behalf. The premium amount is subject to change every year post renewal of insurance policy. In case you opt for an enhancement of the coverage limit, the additional premium will be adjusted accordingly from the special allowance.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

You may also be eligible to either a One-time Stipend or a temporary lodging basis joining the registered office location, you will receive a survey from Deloitte prior to your joining.

You may select the best option for availing the relocation assistance. If an employee who has availed this reimbursement decides to quit within 18 months from the date of relocation claim for whatever reason, the relocation reimbursement paid to the employee will be recovered in full, from the employee's full and final settlement.

By joining the Company, you will become a member under the 'Deloitte USI Employees Welfare Trust' and may be required to make a nominal contribution as a member.

Original bills towards the above components should be submitted during the Income Tax fiscal period evidencing the expenditure to get Income Tax exemption, failing which the same will attract applicable Income Tax.

Submission of false, tampered or altered bills as proof of expense for any of the above components will result in disciplinary action including termination of employment.

**Your compensation above is subject to income tax deduction per rules and guidelines prescribed under the prevailing tax laws. This may change from time to time in line with the amendments done in tax laws.**



## Annexure B

### **Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement ("Employment Agreement")**

In consideration of my employment by **Deloitte Tax Services India Private Limited**, an Employer incorporated under the provisions of the Companies Act, 1956 and having its registered office **Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District, CIRCLE 3, Hyderabad - 500032, Telangana, India** (the "Employer") as **Tax Consultant I** - and other valuable consideration, I acknowledge and agree that:

#### **PRELIMINARY MATTERS**

**1. Defined Terms.** The italicized terms in this agreement (the "Employment Agreement") are defined in **Exhibit A** hereto.

**2. Pre-existing Agreements or Arrangements.** I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Agreements or Arrangements*. The Employer expects me to abide by all restrictions or obligations that are contained in such *Pre-existing Agreements or Arrangements* and to avoid involvement, while employed by the Employer, in any matter that could pose a conflict as a result of confidential information or intellectual property obtained by me prior to my *Employment*. I further represent that none of these restrictions or obligations, including those set forth in any non-compete agreements with prior employers, is inconsistent with my acceptance of the Employer's offer of *Employment* or my becoming, and serving as, **Tax Consultant I** of the Employer. To the extent applicable and if I am joining the Employer after having served as an employee or official of the United States Government, I further represent that: (1) I have disclosed my prior participation, if any, in any discussions or negotiations with, or decisions to award contracts to, the Deloitte U.S. Firms while I was employed by the United States Government; and (2) I had either recused myself or had not played an active role in the applicable United States Government agency's decision to award any contracts to the Deloitte U.S. Firms while I was employed by the United States Government.

#### **PROTECTION OF OUR BUSINESS**

**3. Reporting of Proceedings.** Except as provided by law and except as I have disclosed in writing on **Exhibit C** to this Agreement, I represent and warrant that I have no *Proceedings* to report. Should I become a subject of any *Proceedings* during my association with the Employer, I agree to immediately report, in writing, all relevant facts to the Chief Talent Officer of Deloitte LLP, the Regional Talent Director of the Employer, and the Chief Ethics and Compliance Officer of Deloitte LLP. I understand that my responses are subject to audit and review by the Employer and others in accordance with applicable professional, ethical, legal, or Employer requirements, rules, regulations, policies, or practices, or other requests.

**4. Confidentiality.** I acknowledge that, by virtue of my *Employment*, I will acquire and be exposed to, have access to, make use of and/or create *Confidential Information*. Therefore, I agree to hold in trust and confidence all such *Confidential Information*. I will neither disclose any such *Confidential Information* to anyone outside a *Deloitte Entity* without the prior written approval of an *Authorized Signatory*, except as required by my authorized duties for the Employer, nor use any such *Confidential Information* for any purpose other than for the benefit of a *Deloitte Entity*.

**5. Third Party Information and Property.** I agree that during my *Employment*, I shall not use or disclose any confidential information or intellectual property of any former employer or other person or entity without the prior written authorization of such employer, person or entity and the prior written consent of an *Authorized Signatory*. If I were to use or disclose any such Confidential Information or Intellectual Property without prior consent, and any of the *Deloitte Entities* become the subject of any claim from a third party regarding such unauthorized use or disclosure, I agree to hold harmless and indemnify the *Deloitte Entities* for any legal defense costs and/or damages related to any such claim.

**6. Authorization.** Only employees of the Employer holding a senior or managerial position with the Employer will be authorized by a specific authorization, delegation, or power of attorney to sign legal documents, representing the Employer. Similarly, only such authorized employees of the Employer may speak about the Employer, the business and plans, various client-related projects etc.

**7. Competing Activities and Conflict of Interest.** During the period of my *Employment* I will not, directly or indirectly, participate in or in any way render services or assistance to any business that is or may be competitive with a *Deloitte Entity*, whether or not for compensation, or engage in any conduct which might result in, or create the appearance of using my position for private gain or other than for the benefit of a *Deloitte Entity*, or otherwise create a conflict, or the appearance of a conflict, of interest with a *Deloitte Entity*. Such conduct shall include, but not be limited to, having an undisclosed financial interest in any vendor or supplier of a *Deloitte Entity*, accepting payments of any kind or gifts other than of a nominal value from vendors, clients or suppliers, or having an undisclosed relationship with a family member or other individual who is employed or

associated with any entity in active or potential competition with a *Deloitte Entity*, and which creates a conflict of interest. I represent and warrant that I am not currently aware of any present or past violation of this provision.

**8. Authorization to Access Systems and Electronic Communications and use of Deloitte Property.** I understand that while employed with a *Deloitte Entity*, I will use and have access to the Systems. I also acknowledge that a *Deloitte Entity* has the right at any time to access, retrieve, delete, monitor, examine, use and/or disclose my Electronic Communications and information from (or about) me and the content, without notice to me, and that such *Electronic Communications* are considered part of a *Deloitte Entity's* business and client records and are not to be considered private or personal to me or any other *Personnel*. I further acknowledge that this right extends to *Electronic Communications* transmitted for either a business or personal purpose.

I agree that I am authorized to access the *Systems* only for approved business purposes and occasional personal use if such use does not interfere with my work responsibilities and other required business activities, business operations, or *Systems* performance. However, I also acknowledge that such occasional personal use does not create an expectation of privacy as to any of my personal *Electronic Communications* and, as such, are *Deloitte Property*.

I further acknowledge that I am not authorized to use the *Systems* for personal gain or any illegal or unethical use. I agree that under no circumstances am I authorized to access any of the *Systems* for the purpose of obtaining *Deloitte Property* for a competitor of a *Deloitte Entity*, transmitting *Deloitte Property* to me (e.g., emailing *Confidential Information* to my personal email address) or to a third party for purposes other than furthering the business objectives of a *Deloitte Entity*. I am not authorized to download a *Deloitte Entity's Confidential Information* or other *Deloitte Property* to removable media such as a CD Rom, disk or thumb drive other than as authorized for furthering the business objectives of a *Deloitte Entity*.

I will be responsible for the safe keeping and return in good condition and order of all the *Deloitte Property* that may be in my use, custody, care or charge. For the loss of any *Deloitte Property* in my possession or custody or for which I have been assigned responsibility, the Employer will have a right to assess on its own basis and recover from me, the damages in respect of such materials (out of the amounts due to me or otherwise) and to take such other legal action as it deems appropriate including termination of my employment without notice or payment in lieu thereof in the event of my failure to account for such material or property to its satisfaction.

**9. Security.** I am provided with a worktable and lockable storage space. I will ensure they are locked when unattended and understand that a duplicate key will only be provided if I sign for it. I am required to display my identity card to the appropriate security personnel on demand and at all times within the office premises.

**10. Ownership of Works.**

a. I agree that the Employer owns all rights, title and interest in and to all *Works*.

b. I agree that all *Works* are deemed works made for hire under India copyright or applicable laws or equivalent laws of any applicable foreign jurisdiction, and all *Intellectual Property Rights* therein vest automatically in the Employer upon creation of the *Works*. I agree that, to the extent any *Work* is held not to be a work made for hire, I hereby irrevocably assign all *Intellectual Property Rights* in the *Work* to the Employer. Notwithstanding anything contained in Section 19(4) of the Indian Copyright Act, 1957, I agree that such assignment shall continue to be in force for perpetuity irrespective of whether or not the Employer exercises its rights as the assignee for any period of time.

c. I will at all times, even after termination of my *Employment*, do whatever the Employer reasonably requests of me, at the Employer's expense, to document the assignment of any *Works* to the Employer or to assist the Employer in pursuing, renewing, extending or assigning any *Intellectual Property Rights*, and otherwise perfecting, protecting and enforcing said *Intellectual Property Rights* in, any *Works*. I agree that, as between me and the Employer, the Employer shall be the sole author, inventor, and owner of all such *Works* and *Intellectual Property Rights* therein throughout the world, and that the Employer shall have the sole right to seek copyright registrations, patents or trademark registrations, including all extensions and renewals thereof. I also hereby agree that I waive all moral rights in any *Works*.

I also agree to assign all my right, title and interest in and to any particular *Works* to a third party as directed by the Employer.

In the event the Employer is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraphs, I hereby irrevocably designate and appoint the Employer and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and in my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraphs with the same legal force and effect as if executed by me. I hereby waive any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any *Works* assigned hereunder to the Employer.

d. During a 12 month period after termination of my *Employment*, I agree that any *Intellectual Property* I create or conceive that results from and is related to any work assigned to or performed by me for the Employer, or that was created using *Deloitte Property*, is a *Work* that is subject to Paragraph 10 (b) above. For purposes of clarification, the foregoing provision is in addition to, and not in limitation of, any rights and remedies the Employer may have under the applicable laws protecting *Intellectual*

*Property of the Deloitte Entities.*

e. I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Employer) of all *Works* developed by me during the period of my employment with the Employer, which records shall be available to and remain the sole property of the Employer at all times.

**11. Pre-existing Creations; Personal Creations.** My obligations in Paragraph 10 do not apply to *Pre-existing Creations* and *Personal Creations*. I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Creations*. I acknowledge and agree that I will not assert any ownership rights against the *Deloitte Entities*, or their respective clients, with respect to any *Pre-existing Creations* unless they appear on **Exhibit B**, and **Exhibit B** has been accepted and agreed to by an *Authorized Signatory* who has signed at the bottom of such **Exhibit B**. I further agree that I shall not use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment* without the prior written consent of an *Authorized Signatory*. To the extent that I use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment*, I agree that, except as otherwise provided in a written agreement executed by me and the Employer, I hereby grant to the Employer an irrevocable, royalty free, perpetual, fully paid up, transferable, sub-licensable license to use, reproduce, distribute, display, perform, modify and create derivative works of and otherwise exploit such *Pre-existing Creations* or *Personal Creations* for any purpose including, but not limited to, client engagements.

**12. Post- Employment Restrictions re: Clients.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or serving of certain clients related to my work for a *Deloitte Entity* would necessarily involve the unauthorized use or disclosure of *Confidential Information*, and the proprietary relationships and goodwill of the *Deloitte Entities*, and, in the case of my serving of certain clients, could compromise the full compliance of the Employer or another *Deloitte Entity* with the applicable laws, rules and regulations of a U.S. or India regulatory body or other independence-related requirement of a regulatory body. Accordingly, during the period of my *Employment* and for a period of one year thereafter, I will not, directly or indirectly, solicit or provide services to any existing client of a *Deloitte Entity* with which I had personal contact and provided services during the two-year period prior to termination of my *Employment*.

**13. Exceptions to Post- Employment Restrictions re: Clients.** I understand that the obligations of Paragraph 12 will not apply for a period of three (3) years after my start date or the date of my promotion or transfer to clients of a *Deloitte Entity* and/or certain specified kinds of services rendered to such clients that meet all of the following criteria: (a) are personal clients of mine who came to a *Deloitte Entity* solely to avail themselves of certain specified kinds of services rendered by me and only as a result of my own independent recruitment efforts, which a *Deloitte Entity* neither subsidized nor otherwise financially supported as part of a program of client development, (b) are listed on **Exhibit D** expressly by name with respect to client and with sufficient specificity with respect to the kinds of service(s) that I will be permitted to render, and (c) are accepted and agreed to as to their listing on **Exhibit D** by an *Authorized Signatory* who has signed at the bottom of such Exhibit. I agree that after a period of three (3) years from my start date or the date of my promotion or transfer the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on **Exhibit D** to support the application of the obligations of Paragraph 12 to those clients.

**14. Future Employment with Clients.** Except as otherwise provided herein, I understand that I am not prohibited from accepting employment with a client (or an affiliate of such client) of a *Deloitte Entity*. Before entering into substantive discussions with an *Attest Client* regarding any employment opportunity, I acknowledge and agree that during my *Employment* and for five years thereafter I must first notify *Independence* and obtain prior written approval from *Independence*. I acknowledge and understand that it is the intent of the Employer to interpret and apply this provision (a) in an effort to ensure the full compliance of the *Deloitte Entities* with applicable U.S. and India laws, rules, and regulations; (b) to serve the public interest; and (c) to protect the legitimate interests of the *Deloitte Entities* or their respective *Attest Clients* under applicable U.S. or India laws, rules and regulations in a manner that is no greater than is reasonably necessary to protect such interests and without being unduly harsh and oppressive to me and my interests in future employment with an *Attest Client*. Further, I acknowledge and agree that because of, among other things, the importance of the *Deloitte Entities* remaining in compliance with applicable independence rules, such approval may be withheld by *Independence* in the event that my employment with an *Attest Client* would, in the view of Deloitte LLP, be inconsistent with applicable laws, rules and regulations or jeopardize the independence of a *Deloitte Entity* with respect to such *Attest Client*.

**15. Restrictions re: Personnel and Contractors.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or hiring or of any of its *Personnel* or contractors of the *Deloitte Entities*, or my participation in their hiring, admission or retention, would necessarily involve the unauthorized use or disclosure of *Confidential Information* or the proprietary relationships and goodwill of the *Deloitte Entities*. Accordingly, during my *Employment* and for one year thereafter, I will not, directly or indirectly, (a) solicit or attempt to solicit, or participate in the solicitation of or any attempt to solicit any *Personnel* to leave a *Deloitte Entity*, or to join any firm or business with which I may be or become affiliated; (b) participate in the hiring or admission of any *Personnel*; or (c) cause a contractor of a *Deloitte Entity* to cease providing services to, with, or on behalf of the *Deloitte Entity*.

**16. Post- Employment Restrictions re: Deloitte Property.** Upon termination of my *Employment*: (a) I will not use or disclose *Deloitte Property*, including, but not limited to, *Confidential Information* and *Works*, for any purpose; (b) I will not retain or take with me any *Deloitte Property*; (c) I will immediately deliver to a *Deloitte Entity* at any location that it designates, at my expense, within one business day after the termination of my *Employment* or on an alternate date designated by a *Deloitte*

*Entity*, any *Deloitte Property* that I may then or thereafter hold or control; and (d) I agree to allow a *Deloitte Entity* to inspect any of my personal or home computers, including smart phones, tablet computers, or any device, media or location capable of storing electronic data, to determine whether any *Deloitte Property* resides on such computers and to permit a *Deloitte Entity* to remove such *Deloitte Property*.

## OTHER POST- EMPLOYMENT OBLIGATIONS

**17. Transition of Work and Cooperation.** Upon termination of my *Employment* for any reason, I will cooperate with a *Deloitte Entity* in all matters relating to the completion of pending work and its orderly transfer. I will also cooperate fully with a *Deloitte Entity* in connection with any threat of or actual legal proceeding against a *Deloitte Entity* or any client, customer or licensor of a *Deloitte Entity* arising out of any matter with or of which I had contact or knowledge during my *Employment*.

**18. Notification of Post- Employment Obligations.** I agree that prior to accepting employment or affiliation with another firm or business I will advise such firm or business of my duties and obligations under this Employment Agreement. After my *Employment* ends, I agree that a *Deloitte Entity* shall be permitted to advise any firm or business with which I have accepted an offer of employment or affiliation concerning my duties and obligations under this Employment Agreement.

**19. Certification.** I agree that during or after my *Employment* I will, if requested, provide written certification in such form as the Employer may require that I have complied with my obligations hereunder, including, without limitation, those obligations set forth in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15 and 16 of this Agreement.

## OUR ENFORCEMENT RIGHTS AND REMEDIES IN THE EVENT OF A BREACH

**20. Equitable Relief and Attorney's Fees.** I acknowledge and agree that a breach of this Employment Agreement, including, but not limited to, a breach of my duties and obligations under the terms and conditions of Paragraphs 4, 5, 7, 8, 9, 10, 12, 14, 15 or 16 would cause irreparable harm to the *Deloitte Entities* and that, in addition to other remedies, the Employer on behalf of itself or another *Deloitte Entity* is entitled to a temporary restraining order, an injunction or other equitable relief to prevent any such breach. I also acknowledge that, to the extent permitted by law, a *Deloitte Entity* will be entitled to the payment of the *Deloitte Entities'* reasonable costs and attorney's fees incurred in enforcing this Employment Agreement. I also acknowledge that, to the extent permitted by law, the Employer may request that a court extend the one year period following the termination of my *Employment*, as provided in Paragraphs 12 and 15, to correspond with the period that I participated in activities prohibited by Paragraphs 12 and 15.

**21. Liquidated Damages: Client Fees.** I agree that in the event of a breach under Paragraph 12, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

**22. Liquidated Damages: Compensation.** I agree that the precise amount of damages flowing from a breach under Paragraph 15 would be impracticable or extremely difficult to ascertain in an actual amount. Therefore, I agree that in the event of a breach under Paragraph 15, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by or owed to any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

**23. Right of Inspection.** I agree to permit the Employer (or to use my best efforts to enable the Employer) to inspect my books and records (and the books and records of any entity which employs or is associated or affiliated with me), upon request and at reasonable times, to enable the Employer to confirm the calculations described above and to verify compliance with Paragraphs 12 and 15. The Employer shall keep confidential any proprietary information obtained, except as may be necessary or desirable to enable the Employer to enforce its rights under this Employment Agreement and except as may be required by any statute, court or administrative order to decree or government ruling or regulation.

**MISCELLANEOUS**

**24. Governing Law; Choice of Forum.** This Employment Agreement is deemed to have been executed in the Employer's office in **Hyderabad, Telangana, India** and will be construed and governed in accordance with the laws of the Republic of India without regard to its conflicts-of-law principles. You agree to submit to jurisdiction before any court of record in which the Employer's office to which you were assigned is located, or in which a breach of this Employment Agreement may occur, at the election of the Employer, and you waive any right to raise questions of personal jurisdiction or venue in any action the Employer may bring against you in any such court. You further agree to accept service of process/summons/legal notice from the Employer when that process/summons/legal notice is either sent to your last known address by certified mail or served by any other means permitted under the law of the jurisdiction in which the Employer may bring an action against you.

**25. Modifications.** My obligations hereunder may not be changed or modified, released, discharged, abandoned or terminated, in whole or in part, except by an instrument in writing signed by an *Authorized Signatory*.

**26. Severability.** Every provision of this Employment Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such term or provision will be enforced to the maximum extent permitted by law and, in any event, such illegality or invalidity shall not affect the validity of the remainder of the Employment Agreement.

**27. Blue-Penciling.** If any court determines that any provision of this Employment Agreement, or any part hereof, or the application of any such provision, or any part hereof, to any person or circumstance is unenforceable or void, such court shall have the power to modify such provision, or any part hereof, to the extent necessary to render it legal and enforceable while preserving its intent, or if such modification is not possible, by substituting therefore another provision that is legal and enforceable and that achieves the same objective.

**28. Waiver.** None of my obligations under this Employment Agreement shall be deemed to have been waived by the Employer except if the giving of such waiver is contained in a written notice given to me and no such waiver shall be deemed to be a waiver of any other or further obligation I have under this Employment Agreement.


**29. Entire Agreement.** This Employment Agreement, the Employer's employment application, the Terms and Conditions of Service issued pursuant to the offer of employment and any documentation employing me or transferring me to the Employer, contain the entire understanding between me and the Employer or any other *Deloitte Entity* with respect to the subject matter hereof and supersedes all prior representations, warranties, and agreements with respect to such subject matter, and no representations, warranties or other covenants exist with respect to such subject matter that are not contained or expressly referred to herein. Notwithstanding the foregoing, any written agreement between a *Deloitte Entity* and me with respect to the subject matter hereof that was signed by me prior to the effective date of this Employment Agreement shall remain valid and enforceable according to the terms of such agreement with respect to all acts and omissions occurring prior to the effective date of this Employment Agreement. In the event of a conflict between this Employment Agreement and the employment application or any other document purporting to set forth terms and conditions of my *Employment*, this Employment Agreement will control.

**30. Transfer and Assignment.** Unless as the Employer shall otherwise determine, the rights, obligations and benefits of the Employer under this Employment Agreement, including but not limited to those rights and benefits relating to my post-Employment obligations set forth in this Paragraph 30 and in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19 and 23 above, are transferred and assigned, in whole or in part (as the Employer shall determine) and without the need for my consent or the formality of documentation or prescribed processes, to (a) any *Deloitte Entity* in connection with my transfer to that *Deloitte Entity* or (b) any entity that acquires all or a part of the assets or business of the Employer. All provisions of this Employment Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, representatives, successors, and assigns of the Employer and me, and any *Deloitte Entity* to which I may be transferred during my *Employment*, provided, however, none of my duties or obligations under this Employment Agreement may be assigned or transferred by me to any other person or entity without the Employer's prior written approval of such assignment or transfer. Any purported assignments in violation of this Paragraph 30 shall be null and void.

**31. Headings.** The headings contained in this Employment Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Employment Agreement.

I have read the foregoing, understand it, and agree to comply with its terms.

**For Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
 6718FF75DA89400...

Pooja Madhani



**Talent**

**Authorized Signatory**

Effective as of , I accept all the terms and conditions of the Employer as stipulated in this Employment Agreement.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

**EXHIBIT A**

The definitions below apply to the italicized terms that appear in the Employment Agreement (including the exhibits):

**Attest Client** – attest client (or an affiliate of such client) of Deloitte & Touche LLP or a *Deloitte Entity*.

**Authorized Signatory** – a director, officer or other person who is authorized to sign on behalf of a *Deloitte Entity*.

**Confidential Information** – any information not generally known to the public, in any *Form*, that (1) relates to the operation of a *Deloitte Entity* or provides the *Deloitte Entities* with a competitive advantage, (2) consists of Personally Identifiable Information (*PII*) or other personal information about *Personnel*, client and other third party personnel, independent contractors, subcontractors, agents, vendors, suppliers or others which the Employer or another *Deloitte Entity* receives in the course of business, and (3) all other information entrusted to the Employer or another *Deloitte Entity* by clients and other third parties. *Confidential Information* includes, but is not limited to, *Intellectual Property*, supplier information, designs, business or marketing plans, forecasts and financial information, tax returns, tax identification numbers, agreements, client or prospective client lists, specific information about clients or prospective clients such as preferences for specific products and services, client or prospective client needs based on financial history and past purchases of services, client or prospective client development plans, specific rates charged to a client or offered to a prospective client and other business or client records. *Confidential Information* also includes, but is not limited to, debit or credit card information, employment applications, organization charts, performance ratings and other personnel records.

**Deloitte Entity** – the Employer, Deloitte LLP, and any corporation, company, partnership, limited liability company or other entity (a) that (i) is owned, directly or indirectly, in whole or in part, by Deloitte LLP (the “Deloitte U.S. Firms”), including but not limited to Deloitte LLP subsidiaries in India, the Deloitte Touche Tohmatsu verein, Deloitte Global Services Limited, Deloitte Global Services Holdings Limited, Deloitte Touche Tohmatsu Limited (“DTTL”) or any member firm of DTTL or affiliate thereof (collectively, the “DTTL Member Firms”) or (ii) controls, is controlled by or is under common control with any of the entities listed in clause (i); or (b) in which any *Personnel* participated on its behalf, or carried out any duties with respect to its affairs. For purposes of this Employment Agreement, the term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract, or otherwise.

**Deloitte Property** – *Confidential Information*, *Systems*, equipment, debit and credit cards issued in connection with my *Employment*, furniture, facilities and any and all other materials owned, licensed or leased by a *Deloitte Entity*, including, without limitation, computerized or electronic information and all copies thereof in any form or media, created by, furnished to, obtained by or prepared by me in the course of my employment in any capacity.

**Deloitte India (Offices of the US)** - The following companies shall be deemed to be the affiliates of each other and are collectively referred to as Deloitte India (Offices of the US): (i) Deloitte Consulting India Private Limited (ii) Deloitte Tax Services India Private Limited (iii) Deloitte Support Services India Private Limited (iv) Deloitte Financial Advisory Services India Private Limited and (v) Deloitte & Touche Assurance & Enterprise Risk Services India Private Limited.

**Electronic Communications** – all text, audio, video, images, information, data, files and attachments created, displayed, sent, received, posted, accessed or stored, whether deleted or not, by means of the *Systems*.

**Employment** – the nature of my relationship with the Employer or a *Deloitte Entity* pursuant to this Employment Agreement. Alternatively, and depending on context, *Employment* is the period of time during which this relationship persists.

**Form** - paper, computer disc, USB drive, website; any other tangible or electronic medium by which information may be stored or accessed; and human memory.

**Independence** – National Office (Independence) of Deloitte LLP.

**Intellectual Property** - works of authorship (including, without limitation, books, articles, data compilations, software and other copyrightable materials), materials, patents, inventions, designs, techniques, methodologies, processes, discoveries, know-how, ideas, trade secrets, moral rights, trademarks and other indicia of origin together with the goodwill therein, and all patent applications, copyright and trademark applications and registrations, and extensions and renewals thereof, throughout the world.

**Intellectual Property Rights** – all rights, title and interest in Intellectual Property.

**PCAOB** – the United States Public Company Accounting Oversight Board.

**Personal Creations** – *Intellectual Property* that meet all of the following criteria: (1) it is conceived, developed, and created by me on my own time without using *Deloitte Property* or *Personnel* (during work hours), facilities, *Confidential Information* or *Works* of a *Deloitte Entity*, (2) it is unrelated to the actual or reasonably anticipated business or research and development of a

*Deloitte Entity*, and (3) it does not result from any work performed by me and the *Personnel* (during work hours) for a *Deloitte Entity*.

**Personnel** – partners, principals, members, officers and employees of a *Deloitte Entity*.

**PII** – information (excluding business contact information such as an individual's name and one or more of the following: organization name, organizational title, organizational role, business address, business telephone number (including business cell phone number and business email address) relating to an identified or identifiable natural person. An identifiable natural person is a natural person who can be identified, directly or indirectly, by reference to an identification number or factors specific to his or her physical, physiological, mental, economic, cultural or social identity. Set forth below is a non-exclusive list of information that constitutes PII when such information relates to an identified or identifiable natural person:

- Account number (bank account, credit card, etc.)
- Address
- Biometric identifier
- Certificate or license number
- Date of birth
- Government identifiers (such as PAN)
- Name\*
- Personnel Number
- Photograph or video identifiable to an individual
- Vehicle identifier or serial number
- Other information related to an individual that may directly or indirectly identify that individual (e.g., salary, performance rating, purchase history, call history, etc.)

\* Note: When an individual's name is used with PII that is not business contact information, it is included in the definition of PII.

**Pre-existing Agreements or Arrangements** – agreements or arrangements that (1) relate to any *Pre-existing Creations*; or (2) may affect my ability to comply with the requirements of this Employment Agreement, including all contractual and other restrictions or obligations with other parties, including any post-employment restrictions and required notifications to the extent applicable under 18 United States Code §207, CFR 3.104-4, and India laws, rules and regulations that may or will impose limitations on my professional activities during my *Employment* (such as any non-compete agreements with prior employers and the one-year ban on lobbying contacts).

**Pre-existing Creations** – any *Intellectual Property* and *Intellectual Property Rights* that were developed or created by me, alone or with others, or otherwise acquired by me, before the period of my employment in any capacity with the Employer, in which I claim any ownership or right.

**Proceedings** – past or pending (1) actual or threatened claims or complaints of, or arising out of service to, present or former clients, (2) regulatory, self-regulatory, disciplinary, administrative, civil or criminal investigations, inquiries, charges, complaints, actions, sanctions, alternative dispute resolution proceedings, other proceedings or matters (other than criminal proceedings which relate solely to the operation of a motor vehicle) of any kind or nature, in India or any other jurisdiction, against me, including criminal proceedings arising out of my provision of professional services, proceedings brought by a professional association, or proceedings involving the Securities and Exchange Board of India, United States Securities and Exchange Commission or the PCAOB, other professional bodies like the Institute of Chartered Accountants of India or (3) matters of any kind or nature which could adversely affect my association with the Employer or my ability to perform my duties or responsibilities to the Employer, whether set forth in this Employment Agreement or otherwise, or my registration with or licensure by any governmental, quasi-governmental, or other regulatory agency, body or entity, in or outside the United States or India.

**Systems** – the communications systems or any part of such systems that a *Deloitte Entity* owns, licenses or operates and approves for use, including, but not limited to, e-mail, text messaging, Lotus Notes, Deloitte Online (eRoom), instant messaging, local area network, wide area network, Intranet (e.g., DeloitteNet, D Street), Internet, extranet, collaborative tools (e.g., blogs, wikis, etc.), laptop and desktop computers, servers, air cards, Personal Digital Assistants, cell phones, telephones and voicemail.

**Works** – all *Intellectual Property*, in any *Form*, created by me, alone or with others, during the period of my *Employment* that (1) is created within the scope of my *Employment*; (2) relates in any manner to the actual or anticipated business, research, or development of a *Deloitte Entity*; (3) results from any work assigned to or performed by me, alone or with others, for the Employer; or (4) is created with the use of *Deloitte Property*.

**EXHIBIT B****Pre-existing Creations; Pre-existing Agreements or Arrangements**

I understand and agree that the Employer makes no attempt to verify my claim of ownership to any of the *Pre-existing Creations* listed, and makes no admission that any *Pre-existing Creations* listed are owned by me.

[If yes, please enter details below]

Yes, I do have *Pre-existing Creations*, *Pre-existing Agreements or Arrangements*

No, I do not have *Pre-existing Creations*, *Pre-existing Agreements or Arrangements*

<b><u>Title</u></b>	<b><u>Date</u></b>	<b><u>Brief Description</u></b>
---------------------	--------------------	---------------------------------

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Print)

ACCEPTED AND AGREED TO:

**Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
6718FF75DA89400...

Pooja Madnani

**Talent**

Its: *Authorized Signatory*

\_\_\_\_\_  
Date

An *Authorized Signatory's* signature is required only if *Pre-existing Creations* or *Pre-existing Agreements* or *Arrangements* are listed pursuant to Paragraphs 2 and 11 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment made in light of Paragraph 2 that *Pre-existing Creations*, if any, are described and explained in sufficient detail so that the likelihood of confusion between the employee's *Pre-existing Creations* and the *Intellectual Property* of a *Deloitte Entity* can be avoided or minimized in the future and further indicates that the *Pre-existing Agreements* or *Arrangements* have been obtained and reviewed and that the *Authorized Signatory* is satisfied that such *Pre-existing Agreements* or *Arrangements* will not interfere with the employee's ability to comply with the requirements of this Employment Agreement.

**EXHIBIT C**

**Proceedings**

[none, unless otherwise specified]

Yes, I do have *Proceedings* to report

No, I do not have *Proceedings* to report

My signature below certifies that to the best of my knowledge, the information I have provided above, pursuant to Paragraph 3, is complete and accurate.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

**EXHIBIT D**

**Exceptions to Post-Employment Restrictions: re: Clients**

[none, unless otherwise specified]

As specified in Paragraph 13, I agree that after a period of three (3) years from my start date or the date of my employment, as the case may be, the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on Exhibit D to support the application of the obligations of Paragraph 12 to those clients.

Yes, I do have  
Post-Employment Restrictions  
re: Clients

No, I do not have  
Post-Employment Restrictions  
re: Clients

<u>Name of Client</u>	<u>Specified Kind of Services(s) Permitted</u>
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ACCEPTED AND AGREED TO:

**Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
6718FF75DA89400...

Pooja Madnani

**Talent**

Its:     Authorized Signatory	_____
	Date

I have read and understood the above policy terms.

_____	_____	_____
Signature	Name	Date

A n *Authorized Signatory's* signature is required only if information is provided pursuant to Paragraph 13 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment that criteria in Paragraph 13 have been fully satisfied, the clients listed have been properly identified, and the kinds of services permitted have been described with sufficient specificity.

## Terms and Conditions of Service

In continuation to our offer of employment with **Deloitte Tax Services India Private Limited** (the "Employer"), please note the terms and conditions of service.

The italicized terms in these Terms and Conditions of Service are defined in **Exhibit A** of the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement hereto.

### Terms of Service

#### 1. COMPLIANCE WITH INDEPENDENCE, ETHICS AND OTHER REQUIREMENTS

Deloitte & Touche LLP performs attest services for certain of its clients and is subject to the independence requirements of, among others, the United States Securities and Exchange Commission (SEC), the United States Public Company Accounting Oversight Board (PCAOB), and the American Institute of Certified Public Accountants (AICPA). These requirements mandate that certain of the Employer's employees and their relatives be independent of some or all of such attest clients and their affiliates in accordance with the policies of Deloitte LLP and its subsidiaries (the "Deloitte US Entities").

Upon joining the Employer, you will be asked to review a listing of the attest clients and the affiliates of such clients of certain of the Deloitte US Entities and disclose relationships or financial holdings that you or your relatives may have that could affect the independence of the Deloitte US Entities. Any relationships or holdings that conflict with, among other things, the requirements of the SEC, the PCAOB or the AICPA or the independence or ethics policies of the Deloitte US Entities will need to be resolved immediately. Further, you will be required to comply with these policies throughout your career with the Employer, including, when applicable, maintaining a current list of certain of your financial interests (but not their value) in the independence tracking system.

As a condition to your joining the Employer and continued employment, you are required to complete a representation regarding your understanding of, and compliance with, independence and other matters, on a periodical basis (as requested beginning on or prior to the date of you joining the Employer, annually thereafter, and upon certain changes in your role in the Employer), the details of which are provided in the independence representation. An example copy of this representation form is available for your reference on [www.deloittenet.com](http://www.deloittenet.com). The representation should be made to the best of your knowledge and ability. It is your responsibility to consult on any matter should you be uncertain or have a question. You are also requested to refer to [www.deloittenet.com](http://www.deloittenet.com) and *Independence* for more information in this respect. The representations made by you will be subject to an audit and may be reviewed by Deloitte LLP representatives and shared with certain third parties. If you are selected for such an audit, you will need to submit certain personal financial records to Deloitte LLP's internal audit team. Please be assured that Deloitte LLP fully intends to keep all information obtained through the audit process confidential and secure. You hereby give your consent to Deloitte LLP to use the information provided by you for such purposes as provided in the policies regarding independence and ethics.

In the event you (i) do not cooperate or comply with the independence requirements, or (ii) do not complete the necessary representations, or (iii) make inaccurate representation(s); you may be subject to disciplinary action including and up to termination of employment with the Employer.

Please feel free to contact or consult *Independence* should you require any further information or if you have any specific concerns in this respect.

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#### 2. NON DISCLOSURE, NON SOLICIT AND INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AGREEMENT ("Employment Agreement")

You will be expected to sign the Employer's Employment Agreement. Please contact Talent for further details.

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#### 3. HARRASSMENT POLICY

**Administrative Policy Release ("APR") 213** is the Employer's policy prohibiting harassment. Deloitte LLP's subsidiaries located in India ("Deloitte India (Offices of the US)") are committed to providing a working environment that is free from harassment based on caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis, in accordance with applicable Indian central, state or local law. Expressly forbidden are unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Depending on the circumstances, such harassment may also include conduct such as stereotyped or demeaning remarks or gestures or the display or circulation, whether in writing or electronically, of materials or pictures offensive to persons because of their caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis in accordance with applicable Indian central, state or local law. The full policy will be accessible to you on DeloitteNet after joining Deloitte U.S. India.

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#### 4. WORKING HOURS, HOLIDAYS, LEAVES AND MATERNITY BENEFITS

You will be provided with your standard working hours, which may vary over the course of your career. The Employer may, from time to time, subject to applicable laws, require the employee to work beyond these hours.

You shall be entitled to paid holidays and leave as per the Employer's policies.

Women employees are eligible for maternity benefits as per the recent amendments (2017) in the maternity benefit act, 1961, including having 26 weeks of maternity leave with pay, as applicable.

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#### 5. RETIREMENT AGE

The age of retirement for employees of Deloitte India (Offices of the US) is 60 years. Your employment will therefore automatically terminate at the end of the month in which you attain 60 years.

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#### 6. TRANSFERS

You may be transferred, assigned, or asked to attend training at the offices of a Deloitte Entity or its clients or third parties in India or abroad with or without additional compensation. In such an event, you will also be governed by the terms and conditions of service applicable to the transfer, assignment, or training.

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#### 7. NOTICE PERIOD FOR TERMINATION OF SERVICES

The notice period for termination of your services is **60 Days** by either side and/or salary in lieu of notice period on part of the Employer only.

The Employer expects all employees to maintain the highest standards of professional conduct at all times.

In order to assure orderly operations and provide the best possible work environment, the Employer expects you to follow rules of conduct that will protect the interests and safety of all personnel, including but not limited to the Code of Ethics and Professional Conduct.

In the event of any breach of the Code of Ethics and Professional Conduct, non-performance of a contractual obligation or the terms and conditions laid down in this Annexure, or if you engage in any misconduct whether or not in connection with or affecting the business or affairs of the Employer or the work conduct, as specified by Employer, you will be subject to disciplinary action up to and including termination of your services/ employment with the Employer without any notice or payment in lieu of notice notwithstanding any other terms and conditions stipulated herein.

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#### 8. MISCONDUCT

Misconduct may include but is not limited to:

- Irregular attendance: repeated or excessive absence, tardiness or early departures/ late comings without approval.
- Unreported or unapproved absence (including overstay of leave) for more than five consecutive days or deviation from assigned and accepted schedule for more than five days.
- Falsification or manipulation in background verification process or employment records, employment information, or other records prior to or after joining the Employer.
- Falsification or manipulation of Deloitte Time & Expense (DTE).
- Knowingly providing false statements, either verbally or in written form.
- Neglect of normal duties and functions.
- Practices such as reading personal materials during working time, having obscene or inappropriate posters or screen savers at your work station, playing games at your work station, etc.
- Continued discharge of work functions that do not meet the standards reasonably expected.
- Breach of the confidentiality provision in the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement including disclosing to any unauthorized person any *Confidential Information* or *PII*.
- Willful insubordination or disobedience, whether or not in combination with another, of any lawful and reasonable instructions of any member of management or any authorised person.
- Engaging in unapproved outside employment and activities as defined in APR 218 (US & IND)



([https://deloitte.net.deloitte.com/About/Policies/Admin/Pages/218\\_OutsideEmploymentActivities\\_US.aspx](https://deloitte.net.deloitte.com/About/Policies/Admin/Pages/218_OutsideEmploymentActivities_US.aspx)).

- Installing, downloading, copying or duplicating any unauthorized or unlicensed software, programs, games, or attachments on any computer system of the Employer or of any *Deloitte Entity* or its clients.
- Engaging in any illegal activities.
- Workplace violence, including threats of physical violence.
- Corporate credit card delinquencies.
- Causing damage to the property of the Employer, any *Deloitte Entity*, its clients, or their respective personnel
- Going on or abetting a strike in contravention of any law.
- Theft of any property belonging to another, the Employer or any *Deloitte Entity*, or their respective personnel, clients, or visitors
- Possession of firearms, explosives, knives or any instruments that can be used as an injurious or deadly weapon in the workplace or at any *Deloitte Entity* sponsored event.
- Corruption, fraud, or misappropriation of funds.
- Failure to comply with the policies, guidelines, rules and regulations of the Employer or a *Deloitte Entity* as applicable.
- Excessive personal use of the Employer's telephone, fax or computer systems.
- Failure to adhere to applicable laws.
- Any act prejudicial to or in conflict with the interests of the Employer or a *Deloitte Entity*.

The above terms and conditions are based on, and should be read in conjunction with, the Employer's policies, guidelines, procedures and other rules currently applicable, including but not limited to Administrative Policy Releases (APRs) and Deloitte India (Offices of the US)'s other policies, guidelines, rules, and regulations. The above rules are subject to amendments from time to time and the amended rules, policies, procedures, and guidelines would be posted on the Employer's Intranet site i.e. <https://deloitte.net.deloitte.com/Pages/Home.aspx> for employee reference. The policies will be updated from time to time in the future and we deem to have your consent to any and all such changes. Furthermore, upon acceptance of employment with the Employer, you may be requested to read and acknowledge acceptance of various policies and guidelines of the Employer. It is expected that you will read and acknowledge all such communications.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name



### Training Agreement

On behalf of **Deloitte Tax Services India Private Limited**, please accept our congratulations on your recent offer of employment to join the Company as **Tax Consultant I** pursuant to the terms and conditions of your offer letter dated **August 26, 2024**. You made a very favorable impression with everyone you met and we are excited about the possibility of you joining the Company.

As you may be aware, as a condition of employment with the Company, you may be required to travel Overseas to attend a series of training sessions for a period of up to 90 days. This training will be a combination of classroom procedural training as well as on-site training to observe employees conducting similar work at various client locations. This training represents the confidence we have in your ability to be a valuable member of the practice of the Company.

As per Company policy, we kindly bring to your attention that all employees attending training overseas are required to sign a Training Agreement which will obligate the employee to repay a calculated amount of the costs associated with the training, only if the employee resigns his/her position or are terminated for cause within a specified period after completion of the training (usually between 6 to 18 months). This repayment obligation disappears after the specified period of time has lapsed. We all look forward to seeing you again soon and having you join our team of outstanding professionals.

Sincerely,

For **Deloitte Tax Services India Private Limited**

DocuSigned by:

*Pooja Madhani*

6718FF75DA89400...

By:

Signature

**Authorized Signatory**

**Deloitte Tax Services India Private Limited****Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District, CIRCLE 3, Hyderabad - 500032, Telangana, India****Tel: +91 040 67621000**  
**www.deloitte.com****Subject: Offer of Employment****Dear KIRTI ASHOK APPUGOL**

On behalf of **Deloitte Tax Services India Private Limited** (the "Employer" or "Company"), I am pleased to confirm our offer of employment to you as **Tax Consultant I** based in **Hyderabad**.

We extend this offer, and the opportunity it represents, with great confidence in your abilities. You have made a very favorable impression with everyone you met and we are excited with the prospect of you joining our organization on **OCT 12, 2022**.

Your immediate manager will communicate details of your role and work responsibilities in the initial weeks of your joining the Employer. During your employment, the Company may require you to work on any project that you are assigned to, on any technical platforms/skills and nature of the project, in differentiated work timing, at designated work space and location as may be decided by the company.

As part of your annual compensation, you will receive a Total Salary of **760000** and, will be eligible for a performance linked variable bonus. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount could vary depending upon the business and individual performance each fiscal year and, in some situations, could exceed the payout range indicated. Any amounts paid will be subject to statutory and other deductions as per Employer policies and practices. The details of your compensation breakdown are provided in the attached Annexure A.

As an incentive to join the Company, you are eligible to receive a joining bonus of **Rs./₹ 100,000/-** subject to your reporting for full-time employment on **OCT 12, 2022**.

. This amount will attract applicable taxes and will be processed as part of your first month's payroll. You will have an obligation to repay the entire amount of your joining bonus if you resign your position or are terminated for cause by the Company within **12 months** of your start date.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

Your employment with us will be governed by the Terms and Conditions as detailed in **Annexure B**, as well as any and all rules, regulations, guidelines, policies and practices of the Employer, which may be amended from time to time. Deloitte LLP and its U.S.-based subsidiaries (the "Deloitte U.S. Firms") requires their employees to make the necessary representations regarding independence and other matters. Because the Employer is an Indian subsidiary of Deloitte LLP, we must also comply with these independence requirements. Accordingly, this offer is conditional upon you agreeing to make such representations under the Employer's Independence Representations requirements, as further explained in **Annexure B**.

Your compensation details are confidential, and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization. We would like you to join the Employer on, or an alternative mutually agreed upon date.

This offer letter, together with the Annexures described herein, and the Non-Disclosure, Non Solicit and Intellectual Property Rights Assignment Agreement, the Information Security Policy (which you are required to sign upon joining), constitute the entire agreement between the parties with respect to the subject matter of this offer, and supersedes all other previous or contemporaneous oral or written representations, understandings or agreements relating to the subject matter of this offer between you and the Employer or its affiliates.

In compliance with applicable laws, Deloitte India (Offices of the US) provides its professionals with home pick-up and drop transport services within **pre-defined** boundary if their shift timings are between 8:30 p.m. - 6:00 a.m. in Hyderabad, 9:00 p.m. - 6:00 a.m. in Mumbai, Pune; 7:00 p.m. - 6:00 a.m. in Gurugram, 8:00 p.m. - 6:00 a.m. in Bengaluru, Chennai, and Kolkata.


This letter and **Deloitte Tax Services India Private Limited** employment application are intended to be final. To accept the offer and the terms of this letter, please sign below in the space provided within three business days.

everyone you have interviewed with joins me in extending to you congratulations and warm regards. We look forward to you joining our team.

Sincerely,

**For Deloitte Tax Services India Private Limited**

Best regards,

By:   
Signature

**Authorized Signatory**

**Acceptance**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Annexure A****Tax Consultant I -**

<b>Description</b>	<b>Monthly</b> (Rs. per month)	<b>Annual</b> (Rs. per Annum)
Basic Pay	<b>17,500</b>	<b>210,000</b>
House Rent Allowance (HRA)	<b>8,750</b>	<b>105,000</b>
Special Allowance <sup>1a &amp; 1b</sup>	<b>11,867</b>	<b>142,404</b>
Leave Travel Allowance <sup>2</sup>	<b>1,750</b>	<b>21,000</b>
Differential Allowance	<b>5,833</b>	<b>69,996</b>
Meal Card <sup>3</sup>	<b>2,200</b>	<b>26,400</b>
Employer's contribution to PF	<b>2,100</b>	<b>25,200</b>
<b>Total Salary (in Rs.)</b>	<b>50,000</b>	<b>600,000</b>
Variable Bonus*	You are eligible for a performance linked variable bonus. It will be paid out at the end of the fiscal year, as applicable and on the basis of your individual performance and performance of the business	
Medical Insurance Premium <sup>4</sup>	<b>3,014</b>	<b>36,167</b>

\*The Variable Bonus will vary, primarily based on your individual performance and the performance of the business, during the Employer's fiscal year which is June through May. Your performance will be formally assessed as a part of the Employer Performance Review Cycle Process. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount will vary depending upon the business and individual performance and in some circumstances, could exceed the payout range indicated. The performance of all the employees who have joined the Employer prior to March 1st will be assessed for the fiscal year ending in May. The disbursement of a Variable Bonus, if applicable, is subject to you being active on the rolls of the Employer, during the Annual Incentive Program payout cycle for the fiscal year. For employees joining during the period March 1st to May 30th, a prorated Variable Bonus, if applicable, will be based on the first year-end review ratings in the subsequent year and paid during the Annual Incentive Program payout cycle of that year. The Variable Bonus will not be paid in the event of termination of employment for any reason on or before the disbursement time. The application and interpretation of, and any determinations related to, the Variable Bonus is at the sole discretion of Employer. Employer may amend or terminate the Variable Bonus at any time. All compensation and benefits are based on employee's position with the Employer in India.

Contd/-....

Annexure A

<sup>1</sup>All employees may claim tax exemption, subject to tax rules from time to time, from their Special Allowance component, expenses incurred towards communication and Driver / Fuel & Maintenance Expenses as per eligibility mentioned below:

**Employee Level -  
Tax Consultant I**

<sup>1a</sup>Communication Expenses

<sup>1b</sup>Fuel Expenses

Only one Post paid mobile, one Land Phone  
and One internet connection bill(s) can be  
claimed.

Petrol / Driver / Insurance / Repairs &  
Maintenance

**Rs./₹ 3,000/-** per month

**Rs./₹ 7,500/-** per month

<sup>1a</sup> The internet/telephone/mobile bills should be in the Employee's name.

<sup>1b</sup> For claiming vehicle running expenses (Driver / Fuel / Repairs & Maintenance expenses) the vehicle has to be in the name of the Employee and the current tax rules are as under. The above limits will be applicable for all those who are on company car lease program and the below limits will apply for all those who are on self-owned car. In case of company leased car, taxability would be as per the current perquisite valuation rules.

Nature of Expenses	Own Vehicle –Maximum Tax exemption limit per month		
	4 Wheelers (Engine Capacity)		
	<= 1600 cc	> 1600 cc	Two Wheelers
Fuel & Maintenance	Rs. 1,800	Rs. 2,400	Rs. 900
Driver's Salary	Rs. 900	Rs. 900	Not applicable

All employees at and above **Senior Staff** are eligible for the company car lease program. If you choose to avail of this benefit, the amount towards lease rental will be paid by the firm on your behalf to the leasing company and your compensation structure will be adjusted accordingly. A revised letter with the new compensation structure will be issued that will supersede this letter for all practical purposes.

<sup>2</sup> The Leave Travel Allowance (LTA) will be paid on a monthly basis as an allowance with tax deducted at source. If you choose to avail the tax benefit on LTA, you should submit proof of expenses incurred by you for Self and / your immediate dependents. The taxability or otherwise of LTA will be as per the Income Tax Act 1961, details of which will form part of the LTA Form.

<sup>3</sup> Meal Card amount will be credited at the start of each month and for the first month (For New Hires) prorated amount will be processed as part of payroll. If not collected, it will be processed as a taxable amount with the salary.

<sup>4</sup> Annual Floating Medical Insurance Coverage for self and **6 dependents** is being paid by the Employer on your behalf. The premium amount is subject to change every year post renewal of insurance policy. In case you opt for an enhancement of the coverage limit, the additional premium will be adjusted accordingly from the special allowance.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

You may also be eligible to either a One-time Stipend or a temporary lodging basis joining the registered office location, you will receive a survey from Deloitte prior to your joining.

You may select the best option for availing the relocation assistance. If an employee who has availed this reimbursement decides to quit within 18 months from the date of relocation claim for whatever reason, the relocation reimbursement paid to the employee will be recovered in full, from the employee's full and final settlement.

By joining the Company, you will become a member under the 'Deloitte USI Employees Welfare Trust' and may be required to make a nominal contribution as a member.

Original bills towards the above components should be submitted during the Income Tax fiscal period evidencing the expenditure to get Income Tax exemption, failing which the same will attract applicable Income Tax.

Submission of false, tampered or altered bills as proof of expense for any of the above components will result in disciplinary action including termination of employment.

**Your compensation above is subject to income tax deduction per rules and guidelines prescribed under the prevailing tax laws. This may change from time to time in line with the amendments done in tax laws.**



## Annexure B

### **Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement ("Employment Agreement")**

In consideration of my employment by **Deloitte Tax Services India Private Limited**, an Employer incorporated under the provisions of the Companies Act, 1956 and having its registered office **Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District, CIRCLE 3, Hyderabad - 500032, Telangana, India** (the "Employer") as **Tax Consultant I** - and other valuable consideration, I acknowledge and agree that:

#### **PRELIMINARY MATTERS**

**1. Defined Terms.** The italicized terms in this agreement (the "Employment Agreement") are defined in **Exhibit A** hereto.

**2. Pre-existing Agreements or Arrangements.** I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Agreements or Arrangements*. The Employer expects me to abide by all restrictions or obligations that are contained in such Pre-existing Agreements or Arrangements and to avoid involvement, while employed by the Employer, in any matter that could pose a conflict as a result of confidential information or intellectual property obtained by me prior to my *Employment*. I further represent that none of these restrictions or obligations, including those set forth in any non-compete agreements with prior employers, is inconsistent with my acceptance of the Employer's offer of *Employment* or my becoming, and serving as, **Tax Consultant I** of the Employer. To the extent applicable and if I am joining the Employer after having served as an employee or official of the United States Government, I further represent that: (1) I have disclosed my prior participation, if any, in any discussions or negotiations with, or decisions to award contracts to, the Deloitte U.S. Firms while I was employed by the United States Government; and (2) I had either recused myself or had not played an active role in the applicable United States Government agency's decision to award any contracts to the Deloitte U.S. Firms while I was employed by the United States Government.

#### **PROTECTION OF OUR BUSINESS**

**3. Reporting of Proceedings.** Except as provided by law and except as I have disclosed in writing on **Exhibit C** to this Agreement, I represent and warrant that I have no *Proceedings* to report. Should I become a subject of any *Proceedings* during my association with the Employer, I agree to immediately report, in writing, all relevant facts to the Chief Talent Officer of Deloitte LLP, the Regional Talent Director of the Employer, and the Chief Ethics and Compliance Officer of Deloitte LLP. I understand that my responses are subject to audit and review by the Employer and others in accordance with applicable professional, ethical, legal, or Employer requirements, rules, regulations, policies, or practices, or other requests.

**4. Confidentiality.** I acknowledge that, by virtue of my *Employment*, I will acquire and be exposed to, have access to, make use of and/or create *Confidential Information*. Therefore, I agree to hold in trust and confidence all such *Confidential Information*. I will neither disclose any such *Confidential Information* to anyone outside a *Deloitte Entity* without the prior written approval of an *Authorized Signatory*, except as required by my authorized duties for the Employer, nor use any such *Confidential Information* for any purpose other than for the benefit of a *Deloitte Entity*.

**5. Third Party Information and Property.** I agree that during my *Employment*, I shall not use or disclose any confidential information or intellectual property of any former employer or other person or entity without the prior written authorization of such employer, person or entity and the prior written consent of an *Authorized Signatory*. If I were to use or disclose any such Confidential Information or Intellectual Property without prior consent, and any of the *Deloitte Entities* become the subject of any claim from a third party regarding such unauthorized use or disclosure, I agree to hold harmless and indemnify the *Deloitte Entities* for any legal defense costs and/or damages related to any such claim.

**6. Authorization.** Only employees of the Employer holding a senior or managerial position with the Employer will be authorized by a specific authorization, delegation, or power of attorney to sign legal documents, representing the Employer. Similarly, only such authorized employees of the Employer may speak about the Employer, the business and plans, various client-related projects etc.

**7. Competing Activities and Conflict of Interest.** During the period of my *Employment* I will not, directly or indirectly, participate in or in any way render services or assistance to any business that is or may be competitive with a *Deloitte Entity*, whether or not for compensation, or engage in any conduct which might result in, or create the appearance of using my position for private gain or other than for the benefit of a *Deloitte Entity*, or otherwise create a conflict, or the appearance of a conflict, of interest with a *Deloitte Entity*. Such conduct shall include, but not be limited to, having an undisclosed financial interest in any vendor or supplier of a *Deloitte Entity*, accepting payments of any kind or gifts other than of a nominal value from vendors, clients or suppliers, or having an undisclosed relationship with a family member or other individual who is employed or

associated with any entity in active or potential competition with a *Deloitte Entity*, and which creates a conflict of interest. I represent and warrant that I am not currently aware of any present or past violation of this provision.

**8. Authorization to Access Systems and Electronic Communications and use of Deloitte Property.** I understand that while employed with a *Deloitte Entity*, I will use and have access to the Systems. I also acknowledge that a *Deloitte Entity* has the right at any time to access, retrieve, delete, monitor, examine, use and/or disclose my Electronic Communications and information from (or about) me and the content, without notice to me, and that such *Electronic Communications* are considered part of a *Deloitte Entity's* business and client records and are not to be considered private or personal to me or any other *Personnel*. I further acknowledge that this right extends to *Electronic Communications* transmitted for either a business or personal purpose.

I agree that I am authorized to access the *Systems* only for approved business purposes and occasional personal use if such use does not interfere with my work responsibilities and other required business activities, business operations, or *Systems* performance. However, I also acknowledge that such occasional personal use does not create an expectation of privacy as to any of my personal *Electronic Communications* and, as such, are *Deloitte Property*.

I further acknowledge that I am not authorized to use the *Systems* for personal gain or any illegal or unethical use. I agree that under no circumstances am I authorized to access any of the *Systems* for the purpose of obtaining *Deloitte Property* for a competitor of a *Deloitte Entity*, transmitting *Deloitte Property* to me (e.g., emailing *Confidential Information* to my personal email address) or to a third party for purposes other than furthering the business objectives of a *Deloitte Entity*. I am not authorized to download a *Deloitte Entity's Confidential Information* or other *Deloitte Property* to removable media such as a CD Rom, disk or thumb drive other than as authorized for furthering the business objectives of a *Deloitte Entity*.

I will be responsible for the safe keeping and return in good condition and order of all the *Deloitte Property* that may be in my use, custody, care or charge. For the loss of any *Deloitte Property* in my possession or custody or for which I have been assigned responsibility, the Employer will have a right to assess on its own basis and recover from me, the damages in respect of such materials (out of the amounts due to me or otherwise) and to take such other legal action as it deems appropriate including termination of my employment without notice or payment in lieu thereof in the event of my failure to account for such material or property to its satisfaction.

**9. Security.** I am provided with a worktable and lockable storage space. I will ensure they are locked when unattended and understand that a duplicate key will only be provided if I sign for it. I am required to display my identity card to the appropriate security personnel on demand and at all times within the office premises.

**10. Ownership of Works.**

a. I agree that the Employer owns all rights, title and interest in and to all *Works*.

b. I agree that all *Works* are deemed works made for hire under India copyright or applicable laws or equivalent laws of any applicable foreign jurisdiction, and all *Intellectual Property Rights* therein vest automatically in the Employer upon creation of the *Works*. I agree that, to the extent any *Work* is held not to be a work made for hire, I hereby irrevocably assign all *Intellectual Property Rights* in the *Work* to the Employer. Notwithstanding anything contained in Section 19(4) of the Indian Copyright Act, 1957, I agree that such assignment shall continue to be in force for perpetuity irrespective of whether or not the Employer exercises its rights as the assignee for any period of time.

c. I will at all times, even after termination of my *Employment*, do whatever the Employer reasonably requests of me, at the Employer's expense, to document the assignment of any *Works* to the Employer or to assist the Employer in pursuing, renewing, extending or assigning any *Intellectual Property Rights*, and otherwise perfecting, protecting and enforcing said *Intellectual Property Rights* in, any *Works*. I agree that, as between me and the Employer, the Employer shall be the sole author, inventor, and owner of all such *Works* and *Intellectual Property Rights* therein throughout the world, and that the Employer shall have the sole right to seek copyright registrations, patents or trademark registrations, including all extensions and renewals thereof. I also hereby agree that I waive all moral rights in any *Works*.

I also agree to assign all my right, title and interest in and to any particular *Works* to a third party as directed by the Employer.

In the event the Employer is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraphs, I hereby irrevocably designate and appoint the Employer and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and in my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraphs with the same legal force and effect as if executed by me. I hereby waive any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any *Works* assigned hereunder to the Employer.

d. During a 12 month period after termination of my *Employment*, I agree that any *Intellectual Property* I create or conceive that results from and is related to any work assigned to or performed by me for the Employer, or that was created using *Deloitte Property*, is a *Work* that is subject to Paragraph 10 (b) above. For purposes of clarification, the foregoing provision is in addition to, and not in limitation of, any rights and remedies the Employer may have under the applicable laws protecting *Intellectual*



*Property of the Deloitte Entities.*

e. I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Employer) of all *Works* developed by me during the period of my employment with the Employer, which records shall be available to and remain the sole property of the Employer at all times.

**11. Pre-existing Creations; Personal Creations.** My obligations in Paragraph 10 do not apply to *Pre-existing Creations* and *Personal Creations*. I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Creations*. I acknowledge and agree that I will not assert any ownership rights against the *Deloitte Entities*, or their respective clients, with respect to any *Pre-existing Creations* unless they appear on **Exhibit B**, and **Exhibit B** has been accepted and agreed to by an *Authorized Signatory* who has signed at the bottom of such **Exhibit B**. I further agree that I shall not use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment* without the prior written consent of an *Authorized Signatory*. To the extent that I use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment*, I agree that, except as otherwise provided in a written agreement executed by me and the Employer, I hereby grant to the Employer an irrevocable, royalty free, perpetual, fully paid up, transferable, sub-licensable license to use, reproduce, distribute, display, perform, modify and create derivative works of and otherwise exploit such *Pre-existing Creations* or *Personal Creations* for any purpose including, but not limited to, client engagements.

**12. Post- Employment Restrictions re: Clients.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or serving of certain clients related to my work for a *Deloitte Entity* would necessarily involve the unauthorized use or disclosure of *Confidential Information*, and the proprietary relationships and goodwill of the *Deloitte Entities*, and, in the case of my serving of certain clients, could compromise the full compliance of the Employer or another *Deloitte Entity* with the applicable laws, rules and regulations of a U.S. or India regulatory body or other independence-related requirement of a regulatory body. Accordingly, during the period of my *Employment* and for a period of one year thereafter, I will not, directly or indirectly, solicit or provide services to any existing client of a *Deloitte Entity* with which I had personal contact and provided services during the two-year period prior to termination of my *Employment*.

**13. Exceptions to Post- Employment Restrictions re: Clients.** I understand that the obligations of Paragraph 12 will not apply for a period of three (3) years after my start date or the date of my promotion or transfer to clients of a *Deloitte Entity* and/or certain specified kinds of services rendered to such clients that meet all of the following criteria: (a) are personal clients of mine who came to a *Deloitte Entity* solely to avail themselves of certain specified kinds of services rendered by me and only as a result of my own independent recruitment efforts, which a *Deloitte Entity* neither subsidized nor otherwise financially supported as part of a program of client development, (b) are listed on **Exhibit D** expressly by name with respect to client and with sufficient specificity with respect to the kinds of service(s) that I will be permitted to render, and (c) are accepted and agreed to as to their listing on **Exhibit D** by an *Authorized Signatory* who has signed at the bottom of such Exhibit. I agree that after a period of three (3) years from my start date or the date of my promotion or transfer the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on **Exhibit D** to support the application of the obligations of Paragraph 12 to those clients.

**14. Future Employment with Clients.** Except as otherwise provided herein, I understand that I am not prohibited from accepting employment with a client (or an affiliate of such client) of a *Deloitte Entity*. Before entering into substantive discussions with an *Attest Client* regarding any employment opportunity, I acknowledge and agree that during my *Employment* and for five years thereafter I must first notify *Independence* and obtain prior written approval from *Independence*. I acknowledge and understand that it is the intent of the Employer to interpret and apply this provision (a) in an effort to ensure the full compliance of the *Deloitte Entities* with applicable U.S. and India laws, rules, and regulations; (b) to serve the public interest; and (c) to protect the legitimate interests of the *Deloitte Entities* or their respective *Attest Clients* under applicable U.S. or India laws, rules and regulations in a manner that is no greater than is reasonably necessary to protect such interests and without being unduly harsh and oppressive to me and my interests in future employment with an *Attest Client*. Further, I acknowledge and agree that because of, among other things, the importance of the *Deloitte Entities* remaining in compliance with applicable independence rules, such approval may be withheld by *Independence* in the event that my employment with an *Attest Client* would, in the view of Deloitte LLP, be inconsistent with applicable laws, rules and regulations or jeopardize the independence of a *Deloitte Entity* with respect to such *Attest Client*.

**15. Restrictions re: Personnel and Contractors.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or hiring or of any of its *Personnel* or contractors of the *Deloitte Entities*, or my participation in their hiring, admission or retention, would necessarily involve the unauthorized use or disclosure of *Confidential Information* or the proprietary relationships and goodwill of the *Deloitte Entities*. Accordingly, during my *Employment* and for one year thereafter, I will not, directly or indirectly, (a) solicit or attempt to solicit, or participate in the solicitation of or any attempt to solicit any *Personnel* to leave a *Deloitte Entity*, or to join any firm or business with which I may be or become affiliated; (b) participate in the hiring or admission of any *Personnel*; or (c) cause a contractor of a *Deloitte Entity* to cease providing services to, with, or on behalf of the *Deloitte Entity*.

**16. Post- Employment Restrictions re: Deloitte Property.** Upon termination of my *Employment*: (a) I will not use or disclose *Deloitte Property*, including, but not limited to, *Confidential Information* and *Works*, for any purpose; (b) I will not retain or take with me any *Deloitte Property*; (c) I will immediately deliver to a *Deloitte Entity* at any location that it designates, at my expense, within one business day after the termination of my *Employment* or on an alternate date designated by a *Deloitte*

*Entity*, any *Deloitte Property* that I may then or thereafter hold or control; and (d) I agree to allow a *Deloitte Entity* to inspect any of my personal or home computers, including smart phones, tablet computers, or any device, media or location capable of storing electronic data, to determine whether any *Deloitte Property* resides on such computers and to permit a *Deloitte Entity* to remove such *Deloitte Property*.

## **OTHER POST- EMPLOYMENT OBLIGATIONS**

**17. Transition of Work and Cooperation.** Upon termination of my *Employment* for any reason, I will cooperate with a *Deloitte Entity* in all matters relating to the completion of pending work and its orderly transfer. I will also cooperate fully with a *Deloitte Entity* in connection with any threat of or actual legal proceeding against a *Deloitte Entity* or any client, customer or licensor of a *Deloitte Entity* arising out of any matter with or of which I had contact or knowledge during my *Employment*.

**18. Notification of Post- Employment Obligations.** I agree that prior to accepting employment or affiliation with another firm or business I will advise such firm or business of my duties and obligations under this Employment Agreement. After my *Employment* ends, I agree that a *Deloitte Entity* shall be permitted to advise any firm or business with which I have accepted an offer of employment or affiliation concerning my duties and obligations under this Employment Agreement.

**19. Certification.** I agree that during or after my *Employment* I will, if requested, provide written certification in such form as the Employer may require that I have complied with my obligations hereunder, including, without limitation, those obligations set forth in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15 and 16 of this Agreement.

## **OUR ENFORCEMENT RIGHTS AND REMEDIES IN THE EVENT OF A BREACH**

**20. Equitable Relief and Attorney's Fees.** I acknowledge and agree that a breach of this Employment Agreement, including, but not limited to, a breach of my duties and obligations under the terms and conditions of Paragraphs 4, 5, 7, 8, 9, 10, 12, 14, 15 or 16 would cause irreparable harm to the *Deloitte Entities* and that, in addition to other remedies, the Employer on behalf of itself or another *Deloitte Entity* is entitled to a temporary restraining order, an injunction or other equitable relief to prevent any such breach. I also acknowledge that, to the extent permitted by law, a *Deloitte Entity* will be entitled to the payment of the *Deloitte Entities'* reasonable costs and attorney's fees incurred in enforcing this Employment Agreement. I also acknowledge that, to the extent permitted by law, the Employer may request that a court extend the one year period following the termination of my *Employment*, as provided in Paragraphs 12 and 15, to correspond with the period that I participated in activities prohibited by Paragraphs 12 and 15.

**21. Liquidated Damages: Client Fees.** I agree that in the event of a breach under Paragraph 12, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

**22. Liquidated Damages: Compensation.** I agree that the precise amount of damages flowing from a breach under Paragraph 15 would be impracticable or extremely difficult to ascertain in an actual amount. Therefore, I agree that in the event of a breach under Paragraph 15, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by or owed to any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

**23. Right of Inspection.** I agree to permit the Employer (or to use my best efforts to enable the Employer) to inspect my books and records (and the books and records of any entity which employs or is associated or affiliated with me), upon request and at reasonable times, to enable the Employer to confirm the calculations described above and to verify compliance with Paragraphs 12 and 15. The Employer shall keep confidential any proprietary information obtained, except as may be necessary or desirable to enable the Employer to enforce its rights under this Employment Agreement and except as may be required by any statute, court or administrative order to decree or government ruling or regulation.

**MISCELLANEOUS**

**24. Governing Law; Choice of Forum.** This Employment Agreement is deemed to have been executed in the Employer's office in **Hyderabad, Telangana, India** and will be construed and governed in accordance with the laws of the Republic of India without regard to its conflicts-of-law principles. You agree to submit to jurisdiction before any court of record in which the Employer's office to which you were assigned is located, or in which a breach of this Employment Agreement may occur, at the election of the Employer, and you waive any right to raise questions of personal jurisdiction or venue in any action the Employer may bring against you in any such court. You further agree to accept service of process/summons/legal notice from the Employer when that process/summons/legal notice is either sent to your last known address by certified mail or served by any other means permitted under the law of the jurisdiction in which the Employer may bring an action against you.

**25. Modifications.** My obligations hereunder may not be changed or modified, released, discharged, abandoned or terminated, in whole or in part, except by an instrument in writing signed by an *Authorized Signatory*.

**26. Severability.** Every provision of this Employment Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such term or provision will be enforced to the maximum extent permitted by law and, in any event, such illegality or invalidity shall not affect the validity of the remainder of the Employment Agreement.

**27. Blue-Penciling.** If any court determines that any provision of this Employment Agreement, or any part hereof, or the application of any such provision, or any part hereof, to any person or circumstance is unenforceable or void, such court shall have the power to modify such provision, or any part hereof, to the extent necessary to render it legal and enforceable while preserving its intent, or if such modification is not possible, by substituting therefore another provision that is legal and enforceable and that achieves the same objective.

**28. Waiver.** None of my obligations under this Employment Agreement shall be deemed to have been waived by the Employer except if the giving of such waiver is contained in a written notice given to me and no such waiver shall be deemed to be a waiver of any other or further obligation I have under this Employment Agreement.

**29. Entire Agreement.** This Employment Agreement, the Employer's employment application, the Terms and Conditions of Service issued pursuant to the offer of employment and any documentation employing me or transferring me to the Employer, contain the entire understanding between me and the Employer or any other *Deloitte Entity* with respect to the subject matter hereof and supersedes all prior representations, warranties, and agreements with respect to such subject matter, and no representations, warranties or other covenants exist with respect to such subject matter that are not contained or expressly referred to herein. Notwithstanding the foregoing, any written agreement between a *Deloitte Entity* and me with respect to the subject matter hereof that was signed by me prior to the effective date of this Employment Agreement shall remain valid and enforceable according to the terms of such agreement with respect to all acts and omissions occurring prior to the effective date of this Employment Agreement. In the event of a conflict between this Employment Agreement and the employment application or any other document purporting to set forth terms and conditions of my *Employment*, this Employment Agreement will control.

**30. Transfer and Assignment.** Unless as the Employer shall otherwise determine, the rights, obligations and benefits of the Employer under this Employment Agreement, including but not limited to those rights and benefits relating to my post-Employment obligations set forth in this Paragraph 30 and in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19 and 23 above, are transferred and assigned, in whole or in part (as the Employer shall determine) and without the need for my consent or the formality of documentation or prescribed processes, to (a) any *Deloitte Entity* in connection with my transfer to that *Deloitte Entity* or (b) any entity that acquires all or a part of the assets or business of the Employer. All provisions of this Employment Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, representatives, successors, and assigns of the Employer and me, and any *Deloitte Entity* to which I may be transferred during my *Employment*, provided, however, none of my duties or obligations under this Employment Agreement may be assigned or transferred by me to any other person or entity without the Employer's prior written approval of such assignment or transfer. Any purported assignments in violation of this Paragraph 30 shall be null and void.

**31. Headings.** The headings contained in this Employment Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Employment Agreement.

I have read the foregoing, understand it, and agree to comply with its terms.

**For Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
 6718FF75DA89400...

Pooja Madhani

**Talent**

**Authorized Signatory**

Effective as of , I accept all the terms and conditions of the Employer as stipulated in this Employment Agreement.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

**EXHIBIT A**

The definitions below apply to the italicized terms that appear in the Employment Agreement (including the exhibits):

**Attest Client** – attest client (or an affiliate of such client) of Deloitte & Touche LLP or a *Deloitte Entity*.

**Authorized Signatory** – a director, officer or other person who is authorized to sign on behalf of a *Deloitte Entity*.

**Confidential Information** – any information not generally known to the public, in any *Form*, that (1) relates to the operation of a *Deloitte Entity* or provides the *Deloitte Entities* with a competitive advantage, (2) consists of Personally Identifiable Information (*PII*) or other personal information about *Personnel*, client and other third party personnel, independent contractors, subcontractors, agents, vendors, suppliers or others which the Employer or another *Deloitte Entity* receives in the course of business, and (3) all other information entrusted to the Employer or another *Deloitte Entity* by clients and other third parties. *Confidential Information* includes, but is not limited to, *Intellectual Property*, supplier information, designs, business or marketing plans, forecasts and financial information, tax returns, tax identification numbers, agreements, client or prospective client lists, specific information about clients or prospective clients such as preferences for specific products and services, client or prospective client needs based on financial history and past purchases of services, client or prospective client development plans, specific rates charged to a client or offered to a prospective client and other business or client records. *Confidential Information* also includes, but is not limited to, debit or credit card information, employment applications, organization charts, performance ratings and other personnel records.

**Deloitte Entity** – the Employer, Deloitte LLP, and any corporation, company, partnership, limited liability company or other entity (a) that (i) is owned, directly or indirectly, in whole or in part, by Deloitte LLP (the “Deloitte U.S. Firms”), including but not limited to Deloitte LLP subsidiaries in India, the Deloitte Touche Tohmatsu verein, Deloitte Global Services Limited, Deloitte Global Services Holdings Limited, Deloitte Touche Tohmatsu Limited (“DTTL”) or any member firm of DTTL or affiliate thereof (collectively, the “DTTL Member Firms”) or (ii) controls, is controlled by or is under common control with any of the entities listed in clause (i); or (b) in which any *Personnel* participated on its behalf, or carried out any duties with respect to its affairs. For purposes of this Employment Agreement, the term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract, or otherwise.

**Deloitte Property** – *Confidential Information*, *Systems*, equipment, debit and credit cards issued in connection with my *Employment*, furniture, facilities and any and all other materials owned, licensed or leased by a *Deloitte Entity*, including, without limitation, computerized or electronic information and all copies thereof in any form or media, created by, furnished to, obtained by or prepared by me in the course of my employment in any capacity.

**Deloitte India (Offices of the US)** - The following companies shall be deemed to be the affiliates of each other and are collectively referred to as Deloitte India (Offices of the US): (i) Deloitte Consulting India Private Limited (ii) Deloitte Tax Services India Private Limited (iii) Deloitte Support Services India Private Limited (iv) Deloitte Financial Advisory Services India Private Limited and (v) Deloitte & Touche Assurance & Enterprise Risk Services India Private Limited.

**Electronic Communications** – all text, audio, video, images, information, data, files and attachments created, displayed, sent, received, posted, accessed or stored, whether deleted or not, by means of the *Systems*.

**Employment** – the nature of my relationship with the Employer or a *Deloitte Entity* pursuant to this Employment Agreement. Alternatively, and depending on context, *Employment* is the period of time during which this relationship persists.

**Form** - paper, computer disc, USB drive, website; any other tangible or electronic medium by which information may be stored or accessed; and human memory.

**Independence** – National Office (Independence) of Deloitte LLP.

**Intellectual Property** - works of authorship (including, without limitation, books, articles, data compilations, software and other copyrightable materials), materials, patents, inventions, designs, techniques, methodologies, processes, discoveries, know-how, ideas, trade secrets, moral rights, trademarks and other indicia of origin together with the goodwill therein, and all patent applications, copyright and trademark applications and registrations, and extensions and renewals thereof, throughout the world.

**Intellectual Property Rights** – all rights, title and interest in Intellectual Property.

**PCAOB** – the United States Public Company Accounting Oversight Board.

**Personal Creations** – *Intellectual Property* that meet all of the following criteria: (1) it is conceived, developed, and created by me on my own time without using *Deloitte Property* or *Personnel* (during work hours), facilities, *Confidential Information* or *Works* of a *Deloitte Entity*, (2) it is unrelated to the actual or reasonably anticipated business or research and development of a

*Deloitte Entity*, and (3) it does not result from any work performed by me and the *Personnel* (during work hours) for a *Deloitte Entity*.

**Personnel** – partners, principals, members, officers and employees of a *Deloitte Entity*.

**PII** – information (excluding business contact information such as an individual's name and one or more of the following: organization name, organizational title, organizational role, business address, business telephone number (including business cell phone number and business email address) relating to an identified or identifiable natural person. An identifiable natural person is a natural person who can be identified, directly or indirectly, by reference to an identification number or factors specific to his or her physical, physiological, mental, economic, cultural or social identity. Set forth below is a non-exclusive list of information that constitutes PII when such information relates to an identified or identifiable natural person:

- Account number (bank account, credit card, etc.)
- Address
- Biometric identifier
- Certificate or license number
- Date of birth
- Government identifiers (such as PAN)
- Name\*
- Personnel Number
- Photograph or video identifiable to an individual
- Vehicle identifier or serial number
- Other information related to an individual that may directly or indirectly identify that individual (e.g., salary, performance rating, purchase history, call history, etc.)

\* Note: When an individual's name is used with PII that is not business contact information, it is included in the definition of PII.

**Pre-existing Agreements or Arrangements** – agreements or arrangements that (1) relate to any *Pre-existing Creations*; or (2) may affect my ability to comply with the requirements of this Employment Agreement, including all contractual and other restrictions or obligations with other parties, including any post-employment restrictions and required notifications to the extent applicable under 18 United States Code §207, CFR 3.104-4, and India laws, rules and regulations that may or will impose limitations on my professional activities during my *Employment* (such as any non-compete agreements with prior employers and the one-year ban on lobbying contacts).

**Pre-existing Creations** – any *Intellectual Property* and *Intellectual Property Rights* that were developed or created by me, alone or with others, or otherwise acquired by me, before the period of my employment in any capacity with the Employer, in which I claim any ownership or right.

**Proceedings** – past or pending (1) actual or threatened claims or complaints of, or arising out of service to, present or former clients, (2) regulatory, self-regulatory, disciplinary, administrative, civil or criminal investigations, inquiries, charges, complaints, actions, sanctions, alternative dispute resolution proceedings, other proceedings or matters (other than criminal proceedings which relate solely to the operation of a motor vehicle) of any kind or nature, in India or any other jurisdiction, against me, including criminal proceedings arising out of my provision of professional services, proceedings brought by a professional association, or proceedings involving the Securities and Exchange Board of India, United States Securities and Exchange Commission or the PCAOB, other professional bodies like the Institute of Chartered Accountants of India or (3) matters of any kind or nature which could adversely affect my association with the Employer or my ability to perform my duties or responsibilities to the Employer, whether set forth in this Employment Agreement or otherwise, or my registration with or licensure by any governmental, quasi-governmental, or other regulatory agency, body or entity, in or outside the United States or India.

**Systems** – the communications systems or any part of such systems that a *Deloitte Entity* owns, licenses or operates and approves for use, including, but not limited to, e-mail, text messaging, Lotus Notes, Deloitte Online (eRoom), instant messaging, local area network, wide area network, Intranet (e.g., DeloitteNet, D Street), Internet, extranet, collaborative tools (e.g., blogs, wikis, etc.), laptop and desktop computers, servers, air cards, Personal Digital Assistants, cell phones, telephones and voicemail.

**Works** – all *Intellectual Property*, in any *Form*, created by me, alone or with others, during the period of my *Employment* that (1) is created within the scope of my *Employment*; (2) relates in any manner to the actual or anticipated business, research, or development of a *Deloitte Entity*; (3) results from any work assigned to or performed by me, alone or with others, for the Employer; or (4) is created with the use of *Deloitte Property*.

**EXHIBIT B****Pre-existing Creations; Pre-existing Agreements or Arrangements**

I understand and agree that the Employer makes no attempt to verify my claim of ownership to any of the *Pre-existing Creations* listed, and makes no admission that any *Pre-existing Creations* listed are owned by me.

[If yes, please enter details below]

Yes, I do have *Pre-existing Creations*, *Pre-existing Agreements or Arrangements*

No, I do not have *Pre-existing Creations*, *Pre-existing Agreements or Arrangements*

<b><u>Title</u></b>	<b><u>Date</u></b>	<b><u>Brief Description</u></b>
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\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Print)

ACCEPTED AND AGREED TO:

**Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
6718FF75DA89400...

Pooja Madnani

**Talent**

Its: *Authorized Signatory*

\_\_\_\_\_  
Date

An *Authorized Signatory's* signature is required only if *Pre-existing Creations* or *Pre-existing Agreements* or *Arrangements* are listed pursuant to Paragraphs 2 and 11 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment made in light of Paragraph 2 that *Pre-existing Creations*, if any, are described and explained in sufficient detail so that the likelihood of confusion between the employee's *Pre-existing Creations* and the *Intellectual Property* of a *Deloitte Entity* can be avoided or minimized in the future and further indicates that the *Pre-existing Agreements* or *Arrangements* have been obtained and reviewed and that the *Authorized Signatory* is satisfied that such *Pre-existing Agreements* or *Arrangements* will not interfere with the employee's ability to comply with the requirements of this Employment Agreement.

**EXHIBIT C**

**Proceedings**

[none, unless otherwise specified]

Yes, I do have *Proceedings* to report

No, I do not have *Proceedings* to report

My signature below certifies that to the best of my knowledge, the information I have provided above, pursuant to Paragraph 3, is complete and accurate.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date



**EXHIBIT D**

**Exceptions to Post-Employment Restrictions: re: Clients**

[none, unless otherwise specified]

As specified in Paragraph 13, I agree that after a period of three (3) years from my start date or the date of my employment, as the case may be, the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on Exhibit D to support the application of the obligations of Paragraph 12 to those clients.

Yes, I do have  
Post-Employment Restrictions  
re: Clients

No, I do not have  
Post-Employment Restrictions  
re: Clients

<u>Name of Client</u>	<u>Specified Kind of Services(s) Permitted</u>
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ACCEPTED AND AGREED TO:

**Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
6718FF75DA89400...

Pooja Madnani

**Talent**

Its:     Authorized Signatory	_____
	Date

I have read and understood the above policy terms.

_____ Signature	_____ Name	_____ Date
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A n *Authorized Signatory's* signature is required only if information is provided pursuant to Paragraph 13 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment that criteria in Paragraph 13 have been fully satisfied, the clients listed have been properly identified, and the kinds of services permitted have been described with sufficient specificity.

## Terms and Conditions of Service

In continuation to our offer of employment with **Deloitte Tax Services India Private Limited** (the "Employer"), please note the terms and conditions of service.

The italicized terms in these Terms and Conditions of Service are defined in **Exhibit A** of the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement hereto.

### Terms of Service

#### 1. COMPLIANCE WITH INDEPENDENCE, ETHICS AND OTHER REQUIREMENTS

Deloitte & Touche LLP performs attest services for certain of its clients and is subject to the independence requirements of, among others, the United States Securities and Exchange Commission (SEC), the United States Public Company Accounting Oversight Board (PCAOB), and the American Institute of Certified Public Accountants (AICPA). These requirements mandate that certain of the Employer's employees and their relatives be independent of some or all of such attest clients and their affiliates in accordance with the policies of Deloitte LLP and its subsidiaries (the "Deloitte US Entities").

Upon joining the Employer, you will be asked to review a listing of the attest clients and the affiliates of such clients of certain of the Deloitte US Entities and disclose relationships or financial holdings that you or your relatives may have that could affect the independence of the Deloitte US Entities. Any relationships or holdings that conflict with, among other things, the requirements of the SEC, the PCAOB or the AICPA or the independence or ethics policies of the Deloitte US Entities will need to be resolved immediately. Further, you will be required to comply with these policies throughout your career with the Employer, including, when applicable, maintaining a current list of certain of your financial interests (but not their value) in the independence tracking system.

As a condition to your joining the Employer and continued employment, you are required to complete a representation regarding your understanding of, and compliance with, independence and other matters, on a periodical basis (as requested beginning on or prior to the date of you joining the Employer, annually thereafter, and upon certain changes in your role in the Employer), the details of which are provided in the independence representation. An example copy of this representation form is available for your reference on [www.deloittenet.com](http://www.deloittenet.com). The representation should be made to the best of your knowledge and ability. It is your responsibility to consult on any matter should you be uncertain or have a question. You are also requested to refer to [www.deloittenet.com](http://www.deloittenet.com) and *Independence* for more information in this respect. The representations made by you will be subject to an audit and may be reviewed by Deloitte LLP representatives and shared with certain third parties. If you are selected for such an audit, you will need to submit certain personal financial records to Deloitte LLP's internal audit team. Please be assured that Deloitte LLP fully intends to keep all information obtained through the audit process confidential and secure. You hereby give your consent to Deloitte LLP to use the information provided by you for such purposes as provided in the policies regarding independence and ethics.

In the event you (i) do not cooperate or comply with the independence requirements, or (ii) do not complete the necessary representations, or (iii) make inaccurate representation(s); you may be subject to disciplinary action including and up to termination of employment with the Employer.

Please feel free to contact or consult *Independence* should you require any further information or if you have any specific concerns in this respect.

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#### 2. NON DISCLOSURE, NON SOLICIT AND INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AGREEMENT ("Employment Agreement")

You will be expected to sign the Employer's Employment Agreement. Please contact Talent for further details.

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#### 3. HARRASSMENT POLICY

**Administrative Policy Release ("APR") 213** is the Employer's policy prohibiting harassment. Deloitte LLP's subsidiaries located in India ("Deloitte India (Offices of the US)") are committed to providing a working environment that is free from harassment based on caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis, in accordance with applicable Indian central, state or local law. Expressly forbidden are unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Depending on the circumstances, such harassment may also include conduct such as stereotyped or demeaning remarks or gestures or the display or circulation, whether in writing or electronically, of materials or pictures offensive to persons because of their caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis in accordance with applicable Indian central, state or local law. The full policy will be accessible to you on DeloitteNet after joining Deloitte U.S. India.

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#### 4. WORKING HOURS, HOLIDAYS, LEAVES AND MATERNITY BENEFITS

You will be provided with your standard working hours, which may vary over the course of your career. The Employer may, from time to time, subject to applicable laws, require the employee to work beyond these hours.

You shall be entitled to paid holidays and leave as per the Employer's policies.

Women employees are eligible for maternity benefits as per the recent amendments (2017) in the maternity benefit act, 1961, including having 26 weeks of maternity leave with pay, as applicable.

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#### 5. RETIREMENT AGE

The age of retirement for employees of Deloitte India (Offices of the US) is 60 years. Your employment will therefore automatically terminate at the end of the month in which you attain 60 years.

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#### 6. TRANSFERS

You may be transferred, assigned, or asked to attend training at the offices of a Deloitte Entity or its clients or third parties in India or abroad with or without additional compensation. In such an event, you will also be governed by the terms and conditions of service applicable to the transfer, assignment, or training.

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#### 7. NOTICE PERIOD FOR TERMINATION OF SERVICES

The notice period for termination of your services is **60 Days** by either side and/or salary in lieu of notice period on part of the Employer only.

The Employer expects all employees to maintain the highest standards of professional conduct at all times.

In order to assure orderly operations and provide the best possible work environment, the Employer expects you to follow rules of conduct that will protect the interests and safety of all personnel, including but not limited to the Code of Ethics and Professional Conduct.

In the event of any breach of the Code of Ethics and Professional Conduct, non-performance of a contractual obligation or the terms and conditions laid down in this Annexure, or if you engage in any misconduct whether or not in connection with or affecting the business or affairs of the Employer or the work conduct, as specified by Employer, you will be subject to disciplinary action up to and including termination of your services/ employment with the Employer without any notice or payment in lieu of notice notwithstanding any other terms and conditions stipulated herein.

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#### 8. MISCONDUCT

Misconduct may include but is not limited to:

- Irregular attendance: repeated or excessive absence, tardiness or early departures/ late comings without approval.
- Unreported or unapproved absence (including overstay of leave) for more than five consecutive days or deviation from assigned and accepted schedule for more than five days.
- Falsification or manipulation in background verification process or employment records, employment information, or other records prior to or after joining the Employer.
- Falsification or manipulation of Deloitte Time & Expense (DTE).
- Knowingly providing false statements, either verbally or in written form.
- Neglect of normal duties and functions.
- Practices such as reading personal materials during working time, having obscene or inappropriate posters or screen savers at your work station, playing games at your work station, etc.
- Continued discharge of work functions that do not meet the standards reasonably expected.
- Breach of the confidentiality provision in the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement including disclosing to any unauthorized person any *Confidential Information* or *PII*.
- Willful insubordination or disobedience, whether or not in combination with another, of any lawful and reasonable instructions of any member of management or any authorised person.
- Engaging in unapproved outside employment and activities as defined in APR 218 (US & IND)

([https://deloitte.net.deloitte.com/About/Policies/Admin/Pages/218\\_OutsideEmploymentActivities\\_US.aspx](https://deloitte.net.deloitte.com/About/Policies/Admin/Pages/218_OutsideEmploymentActivities_US.aspx)).

- Installing, downloading, copying or duplicating any unauthorized or unlicensed software, programs, games, or attachments on any computer system of the Employer or of any *Deloitte Entity* or its clients.
- Engaging in any illegal activities.
- Workplace violence, including threats of physical violence.
- Corporate credit card delinquencies.
- Causing damage to the property of the Employer, any *Deloitte Entity*, its clients, or their respective personnel
- Going on or abetting a strike in contravention of any law.
- Theft of any property belonging to another, the Employer or any *Deloitte Entity*, or their respective personnel, clients, or visitors
- Possession of firearms, explosives, knives or any instruments that can be used as an injurious or deadly weapon in the workplace or at any *Deloitte Entity* sponsored event.
- Corruption, fraud, or misappropriation of funds.
- Failure to comply with the policies, guidelines, rules and regulations of the Employer or a *Deloitte Entity* as applicable.
- Excessive personal use of the Employer's telephone, fax or computer systems.
- Failure to adhere to applicable laws.
- Any act prejudicial to or in conflict with the interests of the Employer or a *Deloitte Entity*.

The above terms and conditions are based on, and should be read in conjunction with, the Employer's policies, guidelines, procedures and other rules currently applicable, including but not limited to Administrative Policy Releases (APRs) and Deloitte India (Offices of the US)'s other policies, guidelines, rules, and regulations. The above rules are subject to amendments from time to time and the amended rules, policies, procedures, and guidelines would be posted on the Employer's Intranet site i.e. <https://deloitte.net.deloitte.com/Pages/Home.aspx> for employee reference. The policies will be updated from time to time in the future and we deem to have your consent to any and all such changes. Furthermore, upon acceptance of employment with the Employer, you may be requested to read and acknowledge acceptance of various policies and guidelines of the Employer. It is expected that you will read and acknowledge all such communications.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name



### Training Agreement

On behalf of **Deloitte Tax Services India Private Limited**, please accept our congratulations on your recent offer of employment to join the Company as **Tax Consultant I** pursuant to the terms and conditions of your offer letter dated **August 26, 2024**. You made a very favorable impression with everyone you met and we are excited about the possibility of you joining the Company.

As you may be aware, as a condition of employment with the Company, you may be required to travel Overseas to attend a series of training sessions for a period of up to 90 days. This training will be a combination of classroom procedural training as well as on-site training to observe employees conducting similar work at various client locations. This training represents the confidence we have in your ability to be a valuable member of the practice of the Company.

As per Company policy, we kindly bring to your attention that all employees attending training overseas are required to sign a Training Agreement which will obligate the employee to repay a calculated amount of the costs associated with the training, only if the employee resigns his/her position or are terminated for cause within a specified period after completion of the training (usually between 6 to 18 months). This repayment obligation disappears after the specified period of time has lapsed. We all look forward to seeing you again soon and having you join our team of outstanding professionals.

Sincerely,

For **Deloitte Tax Services India Private Limited**

DocuSigned by:

*Pooja Madhani*

6718FF75DA89400...

By:

Signature

**Authorized Signatory**

**Deloitte Tax Services India Private Limited****Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District, CIRCLE 3, Hyderabad - 500032, Telangana, India****Tel: +91 040 67621000**  
**www.deloitte.com****Subject: Offer of Employment****Dear MADHUKISHOR S**

On behalf of **Deloitte Tax Services India Private Limited** (the "Employer" or "Company"), I am pleased to confirm our offer of employment to you as **Tax Consultant I** based in **Hyderabad**.

We extend this offer, and the opportunity it represents, with great confidence in your abilities. You have made a very favorable impression with everyone you met and we are excited with the prospect of you joining our organization on **OCT 12, 2022**.

Your immediate manager will communicate details of your role and work responsibilities in the initial weeks of your joining the Employer. During your employment, the Company may require you to work on any project that you are assigned to, on any technical platforms/skills and nature of the project, in differentiated work timing, at designated work space and location as may be decided by the company.

As part of your annual compensation, you will receive a Total Salary of **760000** and, will be eligible for a performance linked variable bonus. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount could vary depending upon the business and individual performance each fiscal year and, in some situations, could exceed the payout range indicated. Any amounts paid will be subject to statutory and other deductions as per Employer policies and practices. The details of your compensation breakdown are provided in the attached Annexure A.

As an incentive to join the Company, you are eligible to receive a joining bonus of **Rs./₹ 100,000/-** subject to your reporting for full-time employment on **OCT 12, 2022**.

. This amount will attract applicable taxes and will be processed as part of your first month's payroll. You will have an obligation to repay the entire amount of your joining bonus if you resign your position or are terminated for cause by the Company within **12 months** of your start date.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

Your employment with us will be governed by the Terms and Conditions as detailed in **Annexure B**, as well as any and all rules, regulations, guidelines, policies and practices of the Employer, which may be amended from time to time. Deloitte LLP and its U.S.-based subsidiaries (the "Deloitte U.S. Firms") requires their employees to make the necessary representations regarding independence and other matters. Because the Employer is an Indian subsidiary of Deloitte LLP, we must also comply with these independence requirements. Accordingly, this offer is conditional upon you agreeing to make such representations under the Employer's Independence Representations requirements, as further explained in **Annexure B**.

Your compensation details are confidential, and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization. We would like you to join the Employer on, or an alternative mutually agreed upon date.

This offer letter, together with the Annexures described herein, and the Non-Disclosure, Non Solicit and Intellectual Property Rights Assignment Agreement, the Information Security Policy (which you are required to sign upon joining), constitute the entire agreement between the parties with respect to the subject matter of this offer, and supersedes all other previous or contemporaneous oral or written representations, understandings or agreements relating to the subject matter of this offer between you and the Employer or its affiliates.

In compliance with applicable laws, Deloitte India (Offices of the US) provides its professionals with home pick-up and drop transport services within **pre-defined** boundary if their shift timings are between 8:30 p.m. - 6:00 a.m. in Hyderabad, 9:00 p.m. - 6:00 a.m. in Mumbai, Pune; 7:00 p.m. - 6:00 a.m. in Gurugram, 8:00 p.m. - 6:00 a.m. in Bengaluru, Chennai, and Kolkata.


This letter and **Deloitte Tax Services India Private Limited** employment application are intended to be final. To accept the offer and the terms of this letter, please sign below in the space provided within three business days.

everyone you have interviewed with joins me in extending to you congratulations and warm regards. We look forward to you joining our team.

Sincerely,

**For Deloitte Tax Services India Private Limited**

Best regards,

By:   
Signature

**Authorized Signatory**

**Acceptance**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Annexure A****Tax Consultant I -**

<b>Description</b>	<b>Monthly</b> (Rs. per month)	<b>Annual</b> (Rs. per Annum)
Basic Pay	<b>17,500</b>	<b>210,000</b>
House Rent Allowance (HRA)	<b>8,750</b>	<b>105,000</b>
Special Allowance <sup>1a &amp; 1b</sup>	<b>11,867</b>	<b>142,404</b>
Leave Travel Allowance <sup>2</sup>	<b>1,750</b>	<b>21,000</b>
Differential Allowance	<b>5,833</b>	<b>69,996</b>
Meal Card <sup>3</sup>	<b>2,200</b>	<b>26,400</b>
Employer's contribution to PF	<b>2,100</b>	<b>25,200</b>
<b>Total Salary (in Rs.)</b>	<b>50,000</b>	<b>600,000</b>
Variable Bonus*	You are eligible for a performance linked variable bonus. It will be paid out at the end of the fiscal year, as applicable and on the basis of your individual performance and performance of the business	
Medical Insurance Premium <sup>4</sup>	<b>3,014</b>	<b>36,167</b>

\*The Variable Bonus will vary, primarily based on your individual performance and the performance of the business, during the Employer's fiscal year which is June through May. Your performance will be formally assessed as a part of the Employer Performance Review Cycle Process. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount will vary depending upon the business and individual performance and in some circumstances, could exceed the payout range indicated. The performance of all the employees who have joined the Employer prior to March 1st will be assessed for the fiscal year ending in May. The disbursement of a Variable Bonus, if applicable, is subject to you being active on the rolls of the Employer, during the Annual Incentive Program payout cycle for the fiscal year. For employees joining during the period March 1st to May 30th, a prorated Variable Bonus, if applicable, will be based on the first year-end review ratings in the subsequent year and paid during the Annual Incentive Program payout cycle of that year. The Variable Bonus will not be paid in the event of termination of employment for any reason on or before the disbursement time. The application and interpretation of, and any determinations related to, the Variable Bonus is at the sole discretion of Employer. Employer may amend or terminate the Variable Bonus at any time. All compensation and benefits are based on employee's position with the Employer in India.

Contd/-....



Annexure A

<sup>1</sup>All employees may claim tax exemption, subject to tax rules from time to time, from their Special Allowance component, expenses incurred towards communication and Driver / Fuel & Maintenance Expenses as per eligibility mentioned below:

**Employee Level -  
Tax Consultant I**

<sup>1a</sup>Communication Expenses

<sup>1b</sup>Fuel Expenses

*Only one Post paid mobile, one Land Phone  
and One internet connection bill(s) can be  
claimed.*

*Petrol / Driver / Insurance / Repairs &  
Maintenance*

**Rs./₹ 3,000/-** per month

**Rs./₹ 7,500/-** per month

<sup>1a</sup> The internet/telephone/mobile bills should be in the Employee's name.

<sup>1b</sup> For claiming vehicle running expenses (Driver / Fuel / Repairs & Maintenance expenses) the vehicle has to be in the name of the Employee and the current tax rules are as under. The above limits will be applicable for all those who are on company car lease program and the below limits will apply for all those who are on self-owned car. In case of company leased car, taxability would be as per the current perquisite valuation rules.

Nature of Expenses	Own Vehicle –Maximum Tax exemption limit per month		
	4 Wheelers (Engine Capacity)		
	<= 1600 cc	> 1600 cc	Two Wheelers
Fuel & Maintenance	Rs. 1,800	Rs. 2,400	Rs. 900
Driver's Salary	Rs. 900	Rs. 900	Not applicable

All employees at and above **Senior Staff** are eligible for the company car lease program. If you choose to avail of this benefit, the amount towards lease rental will be paid by the firm on your behalf to the leasing company and your compensation structure will be adjusted accordingly. A revised letter with the new compensation structure will be issued that will supersede this letter for all practical purposes.

<sup>2</sup> The Leave Travel Allowance (LTA) will be paid on a monthly basis as an allowance with tax deducted at source. If you choose to avail the tax benefit on LTA, you should submit proof of expenses incurred by you for Self and / your immediate dependents. The taxability or otherwise of LTA will be as per the Income Tax Act 1961, details of which will form part of the LTA Form.

<sup>3</sup> Meal Card amount will be credited at the start of each month and for the first month (For New Hires) prorated amount will be processed as part of payroll. If not collected, it will be processed as a taxable amount with the salary.

<sup>4</sup> Annual Floating Medical Insurance Coverage for self and **6 dependents** is being paid by the Employer on your behalf. The premium amount is subject to change every year post renewal of insurance policy. In case you opt for an enhancement of the coverage limit, the additional premium will be adjusted accordingly from the special allowance.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

You may also be eligible to either a One-time Stipend or a temporary lodging basis joining the registered office location, you will receive a survey from Deloitte prior to your joining.

You may select the best option for availing the relocation assistance. If an employee who has availed this reimbursement decides to quit within 18 months from the date of relocation claim for whatever reason, the relocation reimbursement paid to the employee will be recovered in full, from the employee's full and final settlement.

By joining the Company, you will become a member under the 'Deloitte USI Employees Welfare Trust' and may be required to make a nominal contribution as a member.

Original bills towards the above components should be submitted during the Income Tax fiscal period evidencing the expenditure to get Income Tax exemption, failing which the same will attract applicable Income Tax.

Submission of false, tampered or altered bills as proof of expense for any of the above components will result in disciplinary action including termination of employment.

**Your compensation above is subject to income tax deduction per rules and guidelines prescribed under the prevailing tax laws. This may change from time to time in line with the amendments done in tax laws.**



## Annexure B

### **Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement ("Employment Agreement")**

In consideration of my employment by **Deloitte Tax Services India Private Limited**, an Employer incorporated under the provisions of the Companies Act, 1956 and having its registered office **Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District, CIRCLE 3, Hyderabad - 500032, Telangana, India** (the "Employer") as **Tax Consultant I** - and other valuable consideration, I acknowledge and agree that:

#### **PRELIMINARY MATTERS**

**1. Defined Terms.** The italicized terms in this agreement (the "Employment Agreement") are defined in **Exhibit A** hereto.

**2. Pre-existing Agreements or Arrangements.** I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Agreements or Arrangements*. The Employer expects me to abide by all restrictions or obligations that are contained in such Pre-existing Agreements or Arrangements and to avoid involvement, while employed by the Employer, in any matter that could pose a conflict as a result of confidential information or intellectual property obtained by me prior to my *Employment*. I further represent that none of these restrictions or obligations, including those set forth in any non-compete agreements with prior employers, is inconsistent with my acceptance of the Employer's offer of *Employment* or my becoming, and serving as, **Tax Consultant I** of the Employer. To the extent applicable and if I am joining the Employer after having served as an employee or official of the United States Government, I further represent that: (1) I have disclosed my prior participation, if any, in any discussions or negotiations with, or decisions to award contracts to, the Deloitte U.S. Firms while I was employed by the United States Government; and (2) I had either recused myself or had not played an active role in the applicable United States Government agency's decision to award any contracts to the Deloitte U.S. Firms while I was employed by the United States Government.

#### **PROTECTION OF OUR BUSINESS**

**3. Reporting of Proceedings.** Except as provided by law and except as I have disclosed in writing on **Exhibit C** to this Agreement, I represent and warrant that I have no *Proceedings* to report. Should I become a subject of any *Proceedings* during my association with the Employer, I agree to immediately report, in writing, all relevant facts to the Chief Talent Officer of Deloitte LLP, the Regional Talent Director of the Employer, and the Chief Ethics and Compliance Officer of Deloitte LLP. I understand that my responses are subject to audit and review by the Employer and others in accordance with applicable professional, ethical, legal, or Employer requirements, rules, regulations, policies, or practices, or other requests.

**4. Confidentiality.** I acknowledge that, by virtue of my *Employment*, I will acquire and be exposed to, have access to, make use of and/or create *Confidential Information*. Therefore, I agree to hold in trust and confidence all such *Confidential Information*. I will neither disclose any such *Confidential Information* to anyone outside a *Deloitte Entity* without the prior written approval of an *Authorized Signatory*, except as required by my authorized duties for the Employer, nor use any such *Confidential Information* for any purpose other than for the benefit of a *Deloitte Entity*.

**5. Third Party Information and Property.** I agree that during my *Employment*, I shall not use or disclose any confidential information or intellectual property of any former employer or other person or entity without the prior written authorization of such employer, person or entity and the prior written consent of an *Authorized Signatory*. If I were to use or disclose any such Confidential Information or Intellectual Property without prior consent, and any of the *Deloitte Entities* become the subject of any claim from a third party regarding such unauthorized use or disclosure, I agree to hold harmless and indemnify the *Deloitte Entities* for any legal defense costs and/or damages related to any such claim.

**6. Authorization.** Only employees of the Employer holding a senior or managerial position with the Employer will be authorized by a specific authorization, delegation, or power of attorney to sign legal documents, representing the Employer. Similarly, only such authorized employees of the Employer may speak about the Employer, the business and plans, various client-related projects etc.

**7. Competing Activities and Conflict of Interest.** During the period of my *Employment* I will not, directly or indirectly, participate in or in any way render services or assistance to any business that is or may be competitive with a *Deloitte Entity*, whether or not for compensation, or engage in any conduct which might result in, or create the appearance of using my position for private gain or other than for the benefit of a *Deloitte Entity*, or otherwise create a conflict, or the appearance of a conflict, of interest with a *Deloitte Entity*. Such conduct shall include, but not be limited to, having an undisclosed financial interest in any vendor or supplier of a *Deloitte Entity*, accepting payments of any kind or gifts other than of a nominal value from vendors, clients or suppliers, or having an undisclosed relationship with a family member or other individual who is employed or

associated with any entity in active or potential competition with a *Deloitte Entity*, and which creates a conflict of interest. I represent and warrant that I am not currently aware of any present or past violation of this provision.

**8. Authorization to Access Systems and Electronic Communications and use of Deloitte Property.** I understand that while employed with a *Deloitte Entity*, I will use and have access to the Systems. I also acknowledge that a *Deloitte Entity* has the right at any time to access, retrieve, delete, monitor, examine, use and/or disclose my Electronic Communications and information from (or about) me and the content, without notice to me, and that such *Electronic Communications* are considered part of a *Deloitte Entity's* business and client records and are not to be considered private or personal to me or any other *Personnel*. I further acknowledge that this right extends to *Electronic Communications* transmitted for either a business or personal purpose.

I agree that I am authorized to access the *Systems* only for approved business purposes and occasional personal use if such use does not interfere with my work responsibilities and other required business activities, business operations, or *Systems* performance. However, I also acknowledge that such occasional personal use does not create an expectation of privacy as to any of my personal *Electronic Communications* and, as such, are *Deloitte Property*.

I further acknowledge that I am not authorized to use the *Systems* for personal gain or any illegal or unethical use. I agree that under no circumstances am I authorized to access any of the *Systems* for the purpose of obtaining *Deloitte Property* for a competitor of a *Deloitte Entity*, transmitting *Deloitte Property* to me (e.g., emailing *Confidential Information* to my personal email address) or to a third party for purposes other than furthering the business objectives of a *Deloitte Entity*. I am not authorized to download a *Deloitte Entity's Confidential Information* or other *Deloitte Property* to removable media such as a CD Rom, disk or thumb drive other than as authorized for furthering the business objectives of a *Deloitte Entity*.

I will be responsible for the safe keeping and return in good condition and order of all the *Deloitte Property* that may be in my use, custody, care or charge. For the loss of any *Deloitte Property* in my possession or custody or for which I have been assigned responsibility, the Employer will have a right to assess on its own basis and recover from me, the damages in respect of such materials (out of the amounts due to me or otherwise) and to take such other legal action as it deems appropriate including termination of my employment without notice or payment in lieu thereof in the event of my failure to account for such material or property to its satisfaction.

**9. Security.** I am provided with a worktable and lockable storage space. I will ensure they are locked when unattended and understand that a duplicate key will only be provided if I sign for it. I am required to display my identity card to the appropriate security personnel on demand and at all times within the office premises.

**10. Ownership of Works.**

a. I agree that the Employer owns all rights, title and interest in and to all *Works*.

b. I agree that all *Works* are deemed works made for hire under India copyright or applicable laws or equivalent laws of any applicable foreign jurisdiction, and all *Intellectual Property Rights* therein vest automatically in the Employer upon creation of the *Works*. I agree that, to the extent any *Work* is held not to be a work made for hire, I hereby irrevocably assign all *Intellectual Property Rights* in the *Work* to the Employer. Notwithstanding anything contained in Section 19(4) of the Indian Copyright Act, 1957, I agree that such assignment shall continue to be in force for perpetuity irrespective of whether or not the Employer exercises its rights as the assignee for any period of time.

c. I will at all times, even after termination of my *Employment*, do whatever the Employer reasonably requests of me, at the Employer's expense, to document the assignment of any *Works* to the Employer or to assist the Employer in pursuing, renewing, extending or assigning any *Intellectual Property Rights*, and otherwise perfecting, protecting and enforcing said *Intellectual Property Rights* in, any *Works*. I agree that, as between me and the Employer, the Employer shall be the sole author, inventor, and owner of all such *Works* and *Intellectual Property Rights* therein throughout the world, and that the Employer shall have the sole right to seek copyright registrations, patents or trademark registrations, including all extensions and renewals thereof. I also hereby agree that I waive all moral rights in any *Works*.

I also agree to assign all my right, title and interest in and to any particular *Works* to a third party as directed by the Employer.

In the event the Employer is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraphs, I hereby irrevocably designate and appoint the Employer and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and in my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraphs with the same legal force and effect as if executed by me. I hereby waive any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any *Works* assigned hereunder to the Employer.

d. During a 12 month period after termination of my *Employment*, I agree that any *Intellectual Property* I create or conceive that results from and is related to any work assigned to or performed by me for the Employer, or that was created using *Deloitte Property*, is a *Work* that is subject to Paragraph 10 (b) above. For purposes of clarification, the foregoing provision is in addition to, and not in limitation of, any rights and remedies the Employer may have under the applicable laws protecting *Intellectual*

*Property of the Deloitte Entities.*

e. I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Employer) of all *Works* developed by me during the period of my employment with the Employer, which records shall be available to and remain the sole property of the Employer at all times.

**11. Pre-existing Creations; Personal Creations.** My obligations in Paragraph 10 do not apply to *Pre-existing Creations* and *Personal Creations*. I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Creations*. I acknowledge and agree that I will not assert any ownership rights against the *Deloitte Entities*, or their respective clients, with respect to any *Pre-existing Creations* unless they appear on **Exhibit B**, and **Exhibit B** has been accepted and agreed to by an *Authorized Signatory* who has signed at the bottom of such **Exhibit B**. I further agree that I shall not use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment* without the prior written consent of an *Authorized Signatory*. To the extent that I use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment*, I agree that, except as otherwise provided in a written agreement executed by me and the Employer, I hereby grant to the Employer an irrevocable, royalty free, perpetual, fully paid up, transferable, sub-licensable license to use, reproduce, distribute, display, perform, modify and create derivative works of and otherwise exploit such *Pre-existing Creations* or *Personal Creations* for any purpose including, but not limited to, client engagements.

**12. Post- Employment Restrictions re: Clients.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or serving of certain clients related to my work for a *Deloitte Entity* would necessarily involve the unauthorized use or disclosure of *Confidential Information*, and the proprietary relationships and goodwill of the *Deloitte Entities*, and, in the case of my serving of certain clients, could compromise the full compliance of the Employer or another *Deloitte Entity* with the applicable laws, rules and regulations of a U.S. or India regulatory body or other independence-related requirement of a regulatory body. Accordingly, during the period of my *Employment* and for a period of one year thereafter, I will not, directly or indirectly, solicit or provide services to any existing client of a *Deloitte Entity* with which I had personal contact and provided services during the two-year period prior to termination of my *Employment*.

**13. Exceptions to Post- Employment Restrictions re: Clients.** I understand that the obligations of Paragraph 12 will not apply for a period of three (3) years after my start date or the date of my promotion or transfer to clients of a *Deloitte Entity* and/or certain specified kinds of services rendered to such clients that meet all of the following criteria: (a) are personal clients of mine who came to a *Deloitte Entity* solely to avail themselves of certain specified kinds of services rendered by me and only as a result of my own independent recruitment efforts, which a *Deloitte Entity* neither subsidized nor otherwise financially supported as part of a program of client development, (b) are listed on **Exhibit D** expressly by name with respect to client and with sufficient specificity with respect to the kinds of service(s) that I will be permitted to render, and (c) are accepted and agreed to as to their listing on **Exhibit D** by an *Authorized Signatory* who has signed at the bottom of such Exhibit. I agree that after a period of three (3) years from my start date or the date of my promotion or transfer the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on **Exhibit D** to support the application of the obligations of Paragraph 12 to those clients.

**14. Future Employment with Clients.** Except as otherwise provided herein, I understand that I am not prohibited from accepting employment with a client (or an affiliate of such client) of a *Deloitte Entity*. Before entering into substantive discussions with an *Attest Client* regarding any employment opportunity, I acknowledge and agree that during my *Employment* and for five years thereafter I must first notify *Independence* and obtain prior written approval from *Independence*. I acknowledge and understand that it is the intent of the Employer to interpret and apply this provision (a) in an effort to ensure the full compliance of the *Deloitte Entities* with applicable U.S. and India laws, rules, and regulations; (b) to serve the public interest; and (c) to protect the legitimate interests of the *Deloitte Entities* or their respective *Attest Clients* under applicable U.S. or India laws, rules and regulations in a manner that is no greater than is reasonably necessary to protect such interests and without being unduly harsh and oppressive to me and my interests in future employment with an *Attest Client*. Further, I acknowledge and agree that because of, among other things, the importance of the *Deloitte Entities* remaining in compliance with applicable independence rules, such approval may be withheld by *Independence* in the event that my employment with an *Attest Client* would, in the view of Deloitte LLP, be inconsistent with applicable laws, rules and regulations or jeopardize the independence of a *Deloitte Entity* with respect to such *Attest Client*.

**15. Restrictions re: Personnel and Contractors.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or hiring or of any of its *Personnel* or contractors of the *Deloitte Entities*, or my participation in their hiring, admission or retention, would necessarily involve the unauthorized use or disclosure of *Confidential Information* or the proprietary relationships and goodwill of the *Deloitte Entities*. Accordingly, during my *Employment* and for one year thereafter, I will not, directly or indirectly, (a) solicit or attempt to solicit, or participate in the solicitation of or any attempt to solicit any *Personnel* to leave a *Deloitte Entity*, or to join any firm or business with which I may be or become affiliated; (b) participate in the hiring or admission of any *Personnel*; or (c) cause a contractor of a *Deloitte Entity* to cease providing services to, with, or on behalf of the *Deloitte Entity*.

**16. Post- Employment Restrictions re: Deloitte Property.** Upon termination of my *Employment*: (a) I will not use or disclose *Deloitte Property*, including, but not limited to, *Confidential Information* and *Works*, for any purpose; (b) I will not retain or take with me any *Deloitte Property*; (c) I will immediately deliver to a *Deloitte Entity* at any location that it designates, at my expense, within one business day after the termination of my *Employment* or on an alternate date designated by a *Deloitte*

*Entity*, any *Deloitte Property* that I may then or thereafter hold or control; and (d) I agree to allow a *Deloitte Entity* to inspect any of my personal or home computers, including smart phones, tablet computers, or any device, media or location capable of storing electronic data, to determine whether any *Deloitte Property* resides on such computers and to permit a *Deloitte Entity* to remove such *Deloitte Property*.

## **OTHER POST- EMPLOYMENT OBLIGATIONS**

**17. Transition of Work and Cooperation.** Upon termination of my *Employment* for any reason, I will cooperate with a *Deloitte Entity* in all matters relating to the completion of pending work and its orderly transfer. I will also cooperate fully with a *Deloitte Entity* in connection with any threat of or actual legal proceeding against a *Deloitte Entity* or any client, customer or licensor of a *Deloitte Entity* arising out of any matter with or of which I had contact or knowledge during my *Employment*.

**18. Notification of Post- Employment Obligations.** I agree that prior to accepting employment or affiliation with another firm or business I will advise such firm or business of my duties and obligations under this Employment Agreement. After my *Employment* ends, I agree that a *Deloitte Entity* shall be permitted to advise any firm or business with which I have accepted an offer of employment or affiliation concerning my duties and obligations under this Employment Agreement.

**19. Certification.** I agree that during or after my *Employment* I will, if requested, provide written certification in such form as the Employer may require that I have complied with my obligations hereunder, including, without limitation, those obligations set forth in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15 and 16 of this Agreement.

## **OUR ENFORCEMENT RIGHTS AND REMEDIES IN THE EVENT OF A BREACH**

**20. Equitable Relief and Attorney's Fees.** I acknowledge and agree that a breach of this Employment Agreement, including, but not limited to, a breach of my duties and obligations under the terms and conditions of Paragraphs 4, 5, 7, 8, 9, 10, 12, 14, 15 or 16 would cause irreparable harm to the *Deloitte Entities* and that, in addition to other remedies, the Employer on behalf of itself or another *Deloitte Entity* is entitled to a temporary restraining order, an injunction or other equitable relief to prevent any such breach. I also acknowledge that, to the extent permitted by law, a *Deloitte Entity* will be entitled to the payment of the *Deloitte Entities'* reasonable costs and attorney's fees incurred in enforcing this Employment Agreement. I also acknowledge that, to the extent permitted by law, the Employer may request that a court extend the one year period following the termination of my *Employment*, as provided in Paragraphs 12 and 15, to correspond with the period that I participated in activities prohibited by Paragraphs 12 and 15.

**21. Liquidated Damages: Client Fees.** I agree that in the event of a breach under Paragraph 12, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

**22. Liquidated Damages: Compensation.** I agree that the precise amount of damages flowing from a breach under Paragraph 15 would be impracticable or extremely difficult to ascertain in an actual amount. Therefore, I agree that in the event of a breach under Paragraph 15, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by or owed to any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

**23. Right of Inspection.** I agree to permit the Employer (or to use my best efforts to enable the Employer) to inspect my books and records (and the books and records of any entity which employs or is associated or affiliated with me), upon request and at reasonable times, to enable the Employer to confirm the calculations described above and to verify compliance with Paragraphs 12 and 15. The Employer shall keep confidential any proprietary information obtained, except as may be necessary or desirable to enable the Employer to enforce its rights under this Employment Agreement and except as may be required by any statute, court or administrative order to decree or government ruling or regulation.

**MISCELLANEOUS**

**24. Governing Law; Choice of Forum.** This Employment Agreement is deemed to have been executed in the Employer's office in **Hyderabad, Telangana, India** and will be construed and governed in accordance with the laws of the Republic of India without regard to its conflicts-of-law principles. You agree to submit to jurisdiction before any court of record in which the Employer's office to which you were assigned is located, or in which a breach of this Employment Agreement may occur, at the election of the Employer, and you waive any right to raise questions of personal jurisdiction or venue in any action the Employer may bring against you in any such court. You further agree to accept service of process/summons/legal notice from the Employer when that process/summons/legal notice is either sent to your last known address by certified mail or served by any other means permitted under the law of the jurisdiction in which the Employer may bring an action against you.

**25. Modifications.** My obligations hereunder may not be changed or modified, released, discharged, abandoned or terminated, in whole or in part, except by an instrument in writing signed by an *Authorized Signatory*.

**26. Severability.** Every provision of this Employment Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such term or provision will be enforced to the maximum extent permitted by law and, in any event, such illegality or invalidity shall not affect the validity of the remainder of the Employment Agreement.

**27. Blue-Penciling.** If any court determines that any provision of this Employment Agreement, or any part hereof, or the application of any such provision, or any part hereof, to any person or circumstance is unenforceable or void, such court shall have the power to modify such provision, or any part hereof, to the extent necessary to render it legal and enforceable while preserving its intent, or if such modification is not possible, by substituting therefore another provision that is legal and enforceable and that achieves the same objective.

**28. Waiver.** None of my obligations under this Employment Agreement shall be deemed to have been waived by the Employer except if the giving of such waiver is contained in a written notice given to me and no such waiver shall be deemed to be a waiver of any other or further obligation I have under this Employment Agreement.

**29. Entire Agreement.** This Employment Agreement, the Employer's employment application, the Terms and Conditions of Service issued pursuant to the offer of employment and any documentation employing me or transferring me to the Employer, contain the entire understanding between me and the Employer or any other *Deloitte Entity* with respect to the subject matter hereof and supersedes all prior representations, warranties, and agreements with respect to such subject matter, and no representations, warranties or other covenants exist with respect to such subject matter that are not contained or expressly referred to herein. Notwithstanding the foregoing, any written agreement between a *Deloitte Entity* and me with respect to the subject matter hereof that was signed by me prior to the effective date of this Employment Agreement shall remain valid and enforceable according to the terms of such agreement with respect to all acts and omissions occurring prior to the effective date of this Employment Agreement. In the event of a conflict between this Employment Agreement and the employment application or any other document purporting to set forth terms and conditions of my *Employment*, this Employment Agreement will control.

**30. Transfer and Assignment.** Unless as the Employer shall otherwise determine, the rights, obligations and benefits of the Employer under this Employment Agreement, including but not limited to those rights and benefits relating to my post-Employment obligations set forth in this Paragraph 30 and in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19 and 23 above, are transferred and assigned, in whole or in part (as the Employer shall determine) and without the need for my consent or the formality of documentation or prescribed processes, to (a) any *Deloitte Entity* in connection with my transfer to that *Deloitte Entity* or (b) any entity that acquires all or a part of the assets or business of the Employer. All provisions of this Employment Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, representatives, successors, and assigns of the Employer and me, and any *Deloitte Entity* to which I may be transferred during my *Employment*, provided, however, none of my duties or obligations under this Employment Agreement may be assigned or transferred by me to any other person or entity without the Employer's prior written approval of such assignment or transfer. Any purported assignments in violation of this Paragraph 30 shall be null and void.

**31. Headings.** The headings contained in this Employment Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Employment Agreement.

I have read the foregoing, understand it, and agree to comply with its terms.

**For Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
 6718FF75DA89400...

Pooja Madhani

**Talent**

**Authorized Signatory**

Effective as of , I accept all the terms and conditions of the Employer as stipulated in this Employment Agreement.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

**EXHIBIT A**

The definitions below apply to the italicized terms that appear in the Employment Agreement (including the exhibits):

**Attest Client** – attest client (or an affiliate of such client) of Deloitte & Touche LLP or a *Deloitte Entity*.

**Authorized Signatory** – a director, officer or other person who is authorized to sign on behalf of a *Deloitte Entity*.

**Confidential Information** – any information not generally known to the public, in any *Form*, that (1) relates to the operation of a *Deloitte Entity* or provides the *Deloitte Entities* with a competitive advantage, (2) consists of Personally Identifiable Information (*PII*) or other personal information about *Personnel*, client and other third party personnel, independent contractors, subcontractors, agents, vendors, suppliers or others which the Employer or another *Deloitte Entity* receives in the course of business, and (3) all other information entrusted to the Employer or another *Deloitte Entity* by clients and other third parties. *Confidential Information* includes, but is not limited to, *Intellectual Property*, supplier information, designs, business or marketing plans, forecasts and financial information, tax returns, tax identification numbers, agreements, client or prospective client lists, specific information about clients or prospective clients such as preferences for specific products and services, client or prospective client needs based on financial history and past purchases of services, client or prospective client development plans, specific rates charged to a client or offered to a prospective client and other business or client records. *Confidential Information* also includes, but is not limited to, debit or credit card information, employment applications, organization charts, performance ratings and other personnel records.

**Deloitte Entity** – the Employer, Deloitte LLP, and any corporation, company, partnership, limited liability company or other entity (a) that (i) is owned, directly or indirectly, in whole or in part, by Deloitte LLP (the “Deloitte U.S. Firms”), including but not limited to Deloitte LLP subsidiaries in India, the Deloitte Touche Tohmatsu verein, Deloitte Global Services Limited, Deloitte Global Services Holdings Limited, Deloitte Touche Tohmatsu Limited (“DTTL”) or any member firm of DTTL or affiliate thereof (collectively, the “DTTL Member Firms”) or (ii) controls, is controlled by or is under common control with any of the entities listed in clause (i); or (b) in which any *Personnel* participated on its behalf, or carried out any duties with respect to its affairs. For purposes of this Employment Agreement, the term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract, or otherwise.

**Deloitte Property** – *Confidential Information*, *Systems*, equipment, debit and credit cards issued in connection with my *Employment*, furniture, facilities and any and all other materials owned, licensed or leased by a *Deloitte Entity*, including, without limitation, computerized or electronic information and all copies thereof in any form or media, created by, furnished to, obtained by or prepared by me in the course of my employment in any capacity.

**Deloitte India (Offices of the US)** - The following companies shall be deemed to be the affiliates of each other and are collectively referred to as Deloitte India (Offices of the US): (i) Deloitte Consulting India Private Limited (ii) Deloitte Tax Services India Private Limited (iii) Deloitte Support Services India Private Limited (iv) Deloitte Financial Advisory Services India Private Limited and (v) Deloitte & Touche Assurance & Enterprise Risk Services India Private Limited.

**Electronic Communications** – all text, audio, video, images, information, data, files and attachments created, displayed, sent, received, posted, accessed or stored, whether deleted or not, by means of the *Systems*.

**Employment** – the nature of my relationship with the Employer or a *Deloitte Entity* pursuant to this Employment Agreement. Alternatively, and depending on context, *Employment* is the period of time during which this relationship persists.

**Form** - paper, computer disc, USB drive, website; any other tangible or electronic medium by which information may be stored or accessed; and human memory.

**Independence** – National Office (Independence) of Deloitte LLP.

**Intellectual Property** - works of authorship (including, without limitation, books, articles, data compilations, software and other copyrightable materials), materials, patents, inventions, designs, techniques, methodologies, processes, discoveries, know-how, ideas, trade secrets, moral rights, trademarks and other indicia of origin together with the goodwill therein, and all patent applications, copyright and trademark applications and registrations, and extensions and renewals thereof, throughout the world.

**Intellectual Property Rights** – all rights, title and interest in Intellectual Property.

**PCAOB** – the United States Public Company Accounting Oversight Board.

**Personal Creations** – *Intellectual Property* that meet all of the following criteria: (1) it is conceived, developed, and created by me on my own time without using *Deloitte Property* or *Personnel* (during work hours), facilities, *Confidential Information* or *Works* of a *Deloitte Entity*, (2) it is unrelated to the actual or reasonably anticipated business or research and development of a



*Deloitte Entity*, and (3) it does not result from any work performed by me and the *Personnel* (during work hours) for a *Deloitte Entity*.

**Personnel** – partners, principals, members, officers and employees of a *Deloitte Entity*.

**PII** – information (excluding business contact information such as an individual's name and one or more of the following: organization name, organizational title, organizational role, business address, business telephone number (including business cell phone number and business email address) relating to an identified or identifiable natural person. An identifiable natural person is a natural person who can be identified, directly or indirectly, by reference to an identification number or factors specific to his or her physical, physiological, mental, economic, cultural or social identity. Set forth below is a non-exclusive list of information that constitutes PII when such information relates to an identified or identifiable natural person:

- Account number (bank account, credit card, etc.)
- Address
- Biometric identifier
- Certificate or license number
- Date of birth
- Government identifiers (such as PAN)
- Name\*
- Personnel Number
- Photograph or video identifiable to an individual
- Vehicle identifier or serial number
- Other information related to an individual that may directly or indirectly identify that individual (e.g., salary, performance rating, purchase history, call history, etc.)

\* Note: When an individual's name is used with PII that is not business contact information, it is included in the definition of PII.

**Pre-existing Agreements or Arrangements** – agreements or arrangements that (1) relate to any *Pre-existing Creations*; or (2) may affect my ability to comply with the requirements of this Employment Agreement, including all contractual and other restrictions or obligations with other parties, including any post-employment restrictions and required notifications to the extent applicable under 18 United States Code §207, CFR 3.104-4, and India laws, rules and regulations that may or will impose limitations on my professional activities during my *Employment* (such as any non-compete agreements with prior employers and the one-year ban on lobbying contacts).

**Pre-existing Creations** – any *Intellectual Property* and *Intellectual Property Rights* that were developed or created by me, alone or with others, or otherwise acquired by me, before the period of my employment in any capacity with the Employer, in which I claim any ownership or right.

**Proceedings** – past or pending (1) actual or threatened claims or complaints of, or arising out of service to, present or former clients, (2) regulatory, self-regulatory, disciplinary, administrative, civil or criminal investigations, inquiries, charges, complaints, actions, sanctions, alternative dispute resolution proceedings, other proceedings or matters (other than criminal proceedings which relate solely to the operation of a motor vehicle) of any kind or nature, in India or any other jurisdiction, against me, including criminal proceedings arising out of my provision of professional services, proceedings brought by a professional association, or proceedings involving the Securities and Exchange Board of India, United States Securities and Exchange Commission or the PCAOB, other professional bodies like the Institute of Chartered Accountants of India or (3) matters of any kind or nature which could adversely affect my association with the Employer or my ability to perform my duties or responsibilities to the Employer, whether set forth in this Employment Agreement or otherwise, or my registration with or licensure by any governmental, quasi-governmental, or other regulatory agency, body or entity, in or outside the United States or India.

**Systems** – the communications systems or any part of such systems that a *Deloitte Entity* owns, licenses or operates and approves for use, including, but not limited to, e-mail, text messaging, Lotus Notes, Deloitte Online (eRoom), instant messaging, local area network, wide area network, Intranet (e.g., DeloitteNet, D Street), Internet, extranet, collaborative tools (e.g., blogs, wikis, etc.), laptop and desktop computers, servers, air cards, Personal Digital Assistants, cell phones, telephones and voicemail.

**Works** – all *Intellectual Property*, in any *Form*, created by me, alone or with others, during the period of my *Employment* that (1) is created within the scope of my *Employment*; (2) relates in any manner to the actual or anticipated business, research, or development of a *Deloitte Entity*; (3) results from any work assigned to or performed by me, alone or with others, for the Employer; or (4) is created with the use of *Deloitte Property*.

**EXHIBIT B****Pre-existing Creations; Pre-existing Agreements or Arrangements**

I understand and agree that the Employer makes no attempt to verify my claim of ownership to any of the *Pre-existing Creations* listed, and makes no admission that any *Pre-existing Creations* listed are owned by me.

[If yes, please enter details below]

Yes, I do have *Pre-existing Creations*, *Pre-existing Agreements or Arrangements*

No, I do not have *Pre-existing Creations*, *Pre-existing Agreements or Arrangements*

<b><u>Title</u></b>	<b><u>Date</u></b>	<b><u>Brief Description</u></b>
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\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Print)

ACCEPTED AND AGREED TO:

**Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
6718FF75DA89400...

Pooja Madnani

**Talent**

*Its: Authorized Signatory*

\_\_\_\_\_  
Date

An *Authorized Signatory's* signature is required only if *Pre-existing Creations* or *Pre-existing Agreements* or *Arrangements* are listed pursuant to Paragraphs 2 and 11 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment made in light of Paragraph 2 that *Pre-existing Creations*, if any, are described and explained in sufficient detail so that the likelihood of confusion between the employee's *Pre-existing Creations* and the *Intellectual Property* of a *Deloitte Entity* can be avoided or minimized in the future and further indicates that the *Pre-existing Agreements* or *Arrangements* have been obtained and reviewed and that the *Authorized Signatory* is satisfied that such *Pre-existing Agreements* or *Arrangements* will not interfere with the employee's ability to comply with the requirements of this Employment Agreement.

**EXHIBIT C**

**Proceedings**

[none, unless otherwise specified]

Yes, I do have *Proceedings* to report

No, I do not have *Proceedings* to report

My signature below certifies that to the best of my knowledge, the information I have provided above, pursuant to Paragraph 3, is complete and accurate.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

**EXHIBIT D**

**Exceptions to Post-Employment Restrictions: re: Clients**

[none, unless otherwise specified]

As specified in Paragraph 13, I agree that after a period of three (3) years from my start date or the date of my employment, as the case may be, the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on Exhibit D to support the application of the obligations of Paragraph 12 to those clients.

Yes, I do have  
Post-Employment Restrictions  
re: Clients

No, I do not have  
Post-Employment Restrictions  
re: Clients

<u>Name of Client</u>	<u>Specified Kind of Services(s) Permitted</u>
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ACCEPTED AND AGREED TO:

**Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
6718FF75DA89400...

Pooja Madnani

**Talent**

Its:     Authorized Signatory	_____
	Date

I have read and understood the above policy terms.

_____ Signature	_____ Name	_____ Date
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A n *Authorized Signatory's* signature is required only if information is provided pursuant to Paragraph 13 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment that criteria in Paragraph 13 have been fully satisfied, the clients listed have been properly identified, and the kinds of services permitted have been described with sufficient specificity.

## Terms and Conditions of Service

In continuation to our offer of employment with **Deloitte Tax Services India Private Limited** (the "Employer"), please note the terms and conditions of service.

The italicized terms in these Terms and Conditions of Service are defined in **Exhibit A** of the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement hereto.

### Terms of Service

#### 1. COMPLIANCE WITH INDEPENDENCE, ETHICS AND OTHER REQUIREMENTS

Deloitte & Touche LLP performs attest services for certain of its clients and is subject to the independence requirements of, among others, the United States Securities and Exchange Commission (SEC), the United States Public Company Accounting Oversight Board (PCAOB), and the American Institute of Certified Public Accountants (AICPA). These requirements mandate that certain of the Employer's employees and their relatives be independent of some or all of such attest clients and their affiliates in accordance with the policies of Deloitte LLP and its subsidiaries (the "Deloitte US Entities").

Upon joining the Employer, you will be asked to review a listing of the attest clients and the affiliates of such clients of certain of the Deloitte US Entities and disclose relationships or financial holdings that you or your relatives may have that could affect the independence of the Deloitte US Entities. Any relationships or holdings that conflict with, among other things, the requirements of the SEC, the PCAOB or the AICPA or the independence or ethics policies of the Deloitte US Entities will need to be resolved immediately. Further, you will be required to comply with these policies throughout your career with the Employer, including, when applicable, maintaining a current list of certain of your financial interests (but not their value) in the independence tracking system.

As a condition to your joining the Employer and continued employment, you are required to complete a representation regarding your understanding of, and compliance with, independence and other matters, on a periodical basis (as requested beginning on or prior to the date of you joining the Employer, annually thereafter, and upon certain changes in your role in the Employer), the details of which are provided in the independence representation. An example copy of this representation form is available for your reference on [www.deloittenet.com](http://www.deloittenet.com). The representation should be made to the best of your knowledge and ability. It is your responsibility to consult on any matter should you be uncertain or have a question. You are also requested to refer to [www.deloittenet.com](http://www.deloittenet.com) and *Independence* for more information in this respect. The representations made by you will be subject to an audit and may be reviewed by Deloitte LLP representatives and shared with certain third parties. If you are selected for such an audit, you will need to submit certain personal financial records to Deloitte LLP's internal audit team. Please be assured that Deloitte LLP fully intends to keep all information obtained through the audit process confidential and secure. You hereby give your consent to Deloitte LLP to use the information provided by you for such purposes as provided in the policies regarding independence and ethics.

In the event you (i) do not cooperate or comply with the independence requirements, or (ii) do not complete the necessary representations, or (iii) make inaccurate representation(s); you may be subject to disciplinary action including and up to termination of employment with the Employer.

Please feel free to contact or consult *Independence* should you require any further information or if you have any specific concerns in this respect.

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#### 2. NON DISCLOSURE, NON SOLICIT AND INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AGREEMENT ("Employment Agreement")

You will be expected to sign the Employer's Employment Agreement. Please contact Talent for further details.

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#### 3. HARRASSMENT POLICY

**Administrative Policy Release ("APR") 213** is the Employer's policy prohibiting harassment. Deloitte LLP's subsidiaries located in India ("Deloitte India (Offices of the US)") are committed to providing a working environment that is free from harassment based on caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis, in accordance with applicable Indian central, state or local law. Expressly forbidden are unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Depending on the circumstances, such harassment may also include conduct such as stereotyped or demeaning remarks or gestures or the display or circulation, whether in writing or electronically, of materials or pictures offensive to persons because of their caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis in accordance with applicable Indian central, state or local law. The full policy will be accessible to you on DeloitteNet after joining Deloitte U.S. India.

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#### 4. WORKING HOURS, HOLIDAYS, LEAVES AND MATERNITY BENEFITS

You will be provided with your standard working hours, which may vary over the course of your career. The Employer may, from time to time, subject to applicable laws, require the employee to work beyond these hours.

You shall be entitled to paid holidays and leave as per the Employer's policies.

Women employees are eligible for maternity benefits as per the recent amendments (2017) in the maternity benefit act, 1961, including having 26 weeks of maternity leave with pay, as applicable.

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#### 5. RETIREMENT AGE

The age of retirement for employees of Deloitte India (Offices of the US) is 60 years. Your employment will therefore automatically terminate at the end of the month in which you attain 60 years.

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#### 6. TRANSFERS

You may be transferred, assigned, or asked to attend training at the offices of a Deloitte Entity or its clients or third parties in India or abroad with or without additional compensation. In such an event, you will also be governed by the terms and conditions of service applicable to the transfer, assignment, or training.

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#### 7. NOTICE PERIOD FOR TERMINATION OF SERVICES

The notice period for termination of your services is **60 Days** by either side and/or salary in lieu of notice period on part of the Employer only.

The Employer expects all employees to maintain the highest standards of professional conduct at all times.

In order to assure orderly operations and provide the best possible work environment, the Employer expects you to follow rules of conduct that will protect the interests and safety of all personnel, including but not limited to the Code of Ethics and Professional Conduct.

In the event of any breach of the Code of Ethics and Professional Conduct, non-performance of a contractual obligation or the terms and conditions laid down in this Annexure, or if you engage in any misconduct whether or not in connection with or affecting the business or affairs of the Employer or the work conduct, as specified by Employer, you will be subject to disciplinary action up to and including termination of your services/ employment with the Employer without any notice or payment in lieu of notice notwithstanding any other terms and conditions stipulated herein.

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#### 8. MISCONDUCT

Misconduct may include but is not limited to:

- Irregular attendance: repeated or excessive absence, tardiness or early departures/ late comings without approval.
- Unreported or unapproved absence (including overstay of leave) for more than five consecutive days or deviation from assigned and accepted schedule for more than five days.
- Falsification or manipulation in background verification process or employment records, employment information, or other records prior to or after joining the Employer.
- Falsification or manipulation of Deloitte Time & Expense (DTE).
- Knowingly providing false statements, either verbally or in written form.
- Neglect of normal duties and functions.
- Practices such as reading personal materials during working time, having obscene or inappropriate posters or screen savers at your work station, playing games at your work station, etc.
- Continued discharge of work functions that do not meet the standards reasonably expected.
- Breach of the confidentiality provision in the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement including disclosing to any unauthorized person any *Confidential Information* or *PII*.
- Willful insubordination or disobedience, whether or not in combination with another, of any lawful and reasonable instructions of any member of management or any authorised person.
- Engaging in unapproved outside employment and activities as defined in APR 218 (US & IND)

([https://deloittenet.deloitte.com/About/Policies/Admin/Pages/218\\_OutsideEmploymentActivities\\_US.aspx](https://deloittenet.deloitte.com/About/Policies/Admin/Pages/218_OutsideEmploymentActivities_US.aspx)).

- Installing, downloading, copying or duplicating any unauthorized or unlicensed software, programs, games, or attachments on any computer system of the Employer or of any *Deloitte Entity* or its clients.
- Engaging in any illegal activities.
- Workplace violence, including threats of physical violence.
- Corporate credit card delinquencies.
- Causing damage to the property of the Employer, any *Deloitte Entity*, its clients, or their respective personnel
- Going on or abetting a strike in contravention of any law.
- Theft of any property belonging to another, the Employer or any *Deloitte Entity*, or their respective personnel, clients, or visitors
- Possession of firearms, explosives, knives or any instruments that can be used as an injurious or deadly weapon in the workplace or at any *Deloitte Entity* sponsored event.
- Corruption, fraud, or misappropriation of funds.
- Failure to comply with the policies, guidelines, rules and regulations of the Employer or a *Deloitte Entity* as applicable.
- Excessive personal use of the Employer's telephone, fax or computer systems.
- Failure to adhere to applicable laws.
- Any act prejudicial to or in conflict with the interests of the Employer or a *Deloitte Entity*.

The above terms and conditions are based on, and should be read in conjunction with, the Employer's policies, guidelines, procedures and other rules currently applicable, including but not limited to Administrative Policy Releases (APRs) and Deloitte India (Offices of the US)'s other policies, guidelines, rules, and regulations. The above rules are subject to amendments from time to time and the amended rules, policies, procedures, and guidelines would be posted on the Employer's Intranet site i.e. <https://deloittenet.deloitte.com/Pages/Home.aspx> for employee reference. The policies will be updated from time to time in the future and we deem to have your consent to any and all such changes. Furthermore, upon acceptance of employment with the Employer, you may be requested to read and acknowledge acceptance of various policies and guidelines of the Employer. It is expected that you will read and acknowledge all such communications.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name



### Training Agreement

On behalf of **Deloitte Tax Services India Private Limited**, please accept our congratulations on your recent offer of employment to join the Company as **Tax Consultant I** pursuant to the terms and conditions of your offer letter dated **August 26, 2024**. You made a very favorable impression with everyone you met and we are excited about the possibility of you joining the Company.

As you may be aware, as a condition of employment with the Company, you may be required to travel Overseas to attend a series of training sessions for a period of up to 90 days. This training will be a combination of classroom procedural training as well as on-site training to observe employees conducting similar work at various client locations. This training represents the confidence we have in your ability to be a valuable member of the practice of the Company.

As per Company policy, we kindly bring to your attention that all employees attending training overseas are required to sign a Training Agreement which will obligate the employee to repay a calculated amount of the costs associated with the training, only if the employee resigns his/her position or are terminated for cause within a specified period after completion of the training (usually between 6 to 18 months). This repayment obligation disappears after the specified period of time has lapsed. We all look forward to seeing you again soon and having you join our team of outstanding professionals.

Sincerely,

For **Deloitte Tax Services India Private Limited**

DocuSigned by:

*Pooja Madhani*

6718FF75DA89400...

By:

Signature

**Authorized Signatory**



**Deloitte Tax Services India Private Limited****Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District, CIRCLE 3, Hyderabad - 500032, Telangana, India****Tel: +91 040 67621000**  
**www.deloitte.com****Subject: Offer of Employment****Dear MAHALAKSHMI R A**

On behalf of **Deloitte Tax Services India Private Limited** (the "Employer" or "Company"), I am pleased to confirm our offer of employment to you as **Tax Consultant I** based in **Hyderabad**.

We extend this offer, and the opportunity it represents, with great confidence in your abilities. You have made a very favorable impression with everyone you met and we are excited with the prospect of you joining our organization on **OCT 12, 2022**.

Your immediate manager will communicate details of your role and work responsibilities in the initial weeks of your joining the Employer. During your employment, the Company may require you to work on any project that you are assigned to, on any technical platforms/skills and nature of the project, in differentiated work timing, at designated work space and location as may be decided by the company.

As part of your annual compensation, you will receive a Total Salary of **760000** and, will be eligible for a performance linked variable bonus. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount could vary depending upon the business and individual performance each fiscal year and, in some situations, could exceed the payout range indicated. Any amounts paid will be subject to statutory and other deductions as per Employer policies and practices. The details of your compensation breakdown are provided in the attached Annexure A.

As an incentive to join the Company, you are eligible to receive a joining bonus of **Rs./₹ 100,000/-** subject to your reporting for full-time employment on **OCT 12, 2022**.

. This amount will attract applicable taxes and will be processed as part of your first month's payroll. You will have an obligation to repay the entire amount of your joining bonus if you resign your position or are terminated for cause by the Company within **12 months** of your start date.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

Your employment with us will be governed by the Terms and Conditions as detailed in **Annexure B**, as well as any and all rules, regulations, guidelines, policies and practices of the Employer, which may be amended from time to time. Deloitte LLP and its U.S.-based subsidiaries (the "Deloitte U.S. Firms") requires their employees to make the necessary representations regarding independence and other matters. Because the Employer is an Indian subsidiary of Deloitte LLP, we must also comply with these independence requirements. Accordingly, this offer is conditional upon you agreeing to make such representations under the Employer's Independence Representations requirements, as further explained in **Annexure B**.

Your compensation details are confidential, and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization. We would like you to join the Employer on, or an alternative mutually agreed upon date.

This offer letter, together with the Annexures described herein, and the Non-Disclosure, Non Solicit and Intellectual Property Rights Assignment Agreement, the Information Security Policy (which you are required to sign upon joining), constitute the entire agreement between the parties with respect to the subject matter of this offer, and supersedes all other previous or contemporaneous oral or written representations, understandings or agreements relating to the subject matter of this offer between you and the Employer or its affiliates.

In compliance with applicable laws, Deloitte India (Offices of the US) provides its professionals with home pick-up and drop transport services within **pre-defined** boundary if their shift timings are between 8:30 p.m. - 6:00 a.m. in Hyderabad, 9:00 p.m. - 6:00 a.m. in Mumbai, Pune; 7:00 p.m. - 6:00 a.m. in Gurugram, 8:00 p.m. - 6:00 a.m. in Bengaluru, Chennai, and Kolkata.

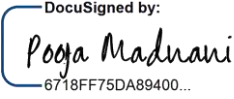
This letter and **Deloitte Tax Services India Private Limited** employment application are intended to be final. To accept the offer and the terms of this letter, please sign below in the space provided within three business days.

everyone you have interviewed with joins me in extending to you congratulations and warm regards. We look forward to you joining our team.

Sincerely,

**For Deloitte Tax Services India Private Limited**

Best regards,

By:   
Signature

**Authorized Signatory**

**Acceptance**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Annexure A****Tax Consultant I -**

<b>Description</b>	<b>Monthly</b> (Rs. per month)	<b>Annual</b> (Rs. per Annum)
Basic Pay	<b>17,500</b>	<b>210,000</b>
House Rent Allowance (HRA)	<b>8,750</b>	<b>105,000</b>
Special Allowance <sup>1a &amp; 1b</sup>	<b>11,867</b>	<b>142,404</b>
Leave Travel Allowance <sup>2</sup>	<b>1,750</b>	<b>21,000</b>
Differential Allowance	<b>5,833</b>	<b>69,996</b>
Meal Card <sup>3</sup>	<b>2,200</b>	<b>26,400</b>
Employer's contribution to PF	<b>2,100</b>	<b>25,200</b>
<b>Total Salary (in Rs.)</b>	<b>50,000</b>	<b>600,000</b>
Variable Bonus*	You are eligible for a performance linked variable bonus. It will be paid out at the end of the fiscal year, as applicable and on the basis of your individual performance and performance of the business	
Medical Insurance Premium <sup>4</sup>	<b>3,014</b>	<b>36,167</b>

\*The Variable Bonus will vary, primarily based on your individual performance and the performance of the business, during the Employer's fiscal year which is June through May. Your performance will be formally assessed as a part of the Employer Performance Review Cycle Process. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount will vary depending upon the business and individual performance and in some circumstances, could exceed the payout range indicated. The performance of all the employees who have joined the Employer prior to March 1st will be assessed for the fiscal year ending in May. The disbursement of a Variable Bonus, if applicable, is subject to you being active on the rolls of the Employer, during the Annual Incentive Program payout cycle for the fiscal year. For employees joining during the period March 1st to May 30th, a prorated Variable Bonus, if applicable, will be based on the first year-end review ratings in the subsequent year and paid during the Annual Incentive Program payout cycle of that year. The Variable Bonus will not be paid in the event of termination of employment for any reason on or before the disbursement time. The application and interpretation of, and any determinations related to, the Variable Bonus is at the sole discretion of Employer. Employer may amend or terminate the Variable Bonus at any time. All compensation and benefits are based on employee's position with the Employer in India.

Contd/-....

Annexure A

<sup>1</sup>All employees may claim tax exemption, subject to tax rules from time to time, from their Special Allowance component, expenses incurred towards communication and Driver / Fuel & Maintenance Expenses as per eligibility mentioned below:

**Employee Level -  
Tax Consultant I**

<sup>1a</sup>Communication Expenses

<sup>1b</sup>Fuel Expenses

Only one Post paid mobile, one Land Phone  
and One internet connection bill(s) can be  
claimed.

Petrol / Driver / Insurance / Repairs &  
Maintenance

**Rs./₹ 3,000/-** per month

**Rs./₹ 7,500/-** per month

<sup>1a</sup> The internet/telephone/mobile bills should be in the Employee's name.

<sup>1b</sup> For claiming vehicle running expenses (Driver / Fuel / Repairs & Maintenance expenses) the vehicle has to be in the name of the Employee and the current tax rules are as under. The above limits will be applicable for all those who are on company car lease program and the below limits will apply for all those who are on self-owned car. In case of company leased car, taxability would be as per the current perquisite valuation rules.

Nature of Expenses	Own Vehicle –Maximum Tax exemption limit per month		
	4 Wheelers (Engine Capacity)		
	<= 1600 cc	> 1600 cc	Two Wheelers
Fuel & Maintenance	Rs. 1,800	Rs. 2,400	Rs. 900
Driver's Salary	Rs. 900	Rs. 900	Not applicable

All employees at and above **Senior Staff** are eligible for the company car lease program. If you choose to avail of this benefit, the amount towards lease rental will be paid by the firm on your behalf to the leasing company and your compensation structure will be adjusted accordingly. A revised letter with the new compensation structure will be issued that will supersede this letter for all practical purposes.

<sup>2</sup> The Leave Travel Allowance (LTA) will be paid on a monthly basis as an allowance with tax deducted at source. If you choose to avail the tax benefit on LTA, you should submit proof of expenses incurred by you for Self and / your immediate dependents. The taxability or otherwise of LTA will be as per the Income Tax Act 1961, details of which will form part of the LTA Form.

<sup>3</sup> Meal Card amount will be credited at the start of each month and for the first month (For New Hires) prorated amount will be processed as part of payroll. If not collected, it will be processed as a taxable amount with the salary.

<sup>4</sup> Annual Floating Medical Insurance Coverage for self and **6 dependents** is being paid by the Employer on your behalf. The premium amount is subject to change every year post renewal of insurance policy. In case you opt for an enhancement of the coverage limit, the additional premium will be adjusted accordingly from the special allowance.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

You may also be eligible to either a One-time Stipend or a temporary lodging basis joining the registered office location, you will receive a survey from Deloitte prior to your joining.

You may select the best option for availing the relocation assistance. If an employee who has availed this reimbursement decides to quit within 18 months from the date of relocation claim for whatever reason, the relocation reimbursement paid to the employee will be recovered in full, from the employee's full and final settlement.

By joining the Company, you will become a member under the 'Deloitte USI Employees Welfare Trust' and may be required to make a nominal contribution as a member.

Original bills towards the above components should be submitted during the Income Tax fiscal period evidencing the expenditure to get Income Tax exemption, failing which the same will attract applicable Income Tax.

Submission of false, tampered or altered bills as proof of expense for any of the above components will result in disciplinary action including termination of employment.

**Your compensation above is subject to income tax deduction per rules and guidelines prescribed under the prevailing tax laws. This may change from time to time in line with the amendments done in tax laws.**



## Annexure B

### **Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement ("Employment Agreement")**

In consideration of my employment by **Deloitte Tax Services India Private Limited**, an Employer incorporated under the provisions of the Companies Act, 1956 and having its registered office **Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District, CIRCLE 3, Hyderabad - 500032, Telangana, India** (the "Employer") as **Tax Consultant I** - and other valuable consideration, I acknowledge and agree that:

#### **PRELIMINARY MATTERS**

**1. Defined Terms.** The italicized terms in this agreement (the "Employment Agreement") are defined in **Exhibit A** hereto.

**2. Pre-existing Agreements or Arrangements.** I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Agreements or Arrangements*. The Employer expects me to abide by all restrictions or obligations that are contained in such Pre-existing Agreements or Arrangements and to avoid involvement, while employed by the Employer, in any matter that could pose a conflict as a result of confidential information or intellectual property obtained by me prior to my *Employment*. I further represent that none of these restrictions or obligations, including those set forth in any non-compete agreements with prior employers, is inconsistent with my acceptance of the Employer's offer of *Employment* or my becoming, and serving as, **Tax Consultant I** of the Employer. To the extent applicable and if I am joining the Employer after having served as an employee or official of the United States Government, I further represent that: (1) I have disclosed my prior participation, if any, in any discussions or negotiations with, or decisions to award contracts to, the Deloitte U.S. Firms while I was employed by the United States Government; and (2) I had either recused myself or had not played an active role in the applicable United States Government agency's decision to award any contracts to the Deloitte U.S. Firms while I was employed by the United States Government.

#### **PROTECTION OF OUR BUSINESS**

**3. Reporting of Proceedings.** Except as provided by law and except as I have disclosed in writing on **Exhibit C** to this Agreement, I represent and warrant that I have no *Proceedings* to report. Should I become a subject of any *Proceedings* during my association with the Employer, I agree to immediately report, in writing, all relevant facts to the Chief Talent Officer of Deloitte LLP, the Regional Talent Director of the Employer, and the Chief Ethics and Compliance Officer of Deloitte LLP. I understand that my responses are subject to audit and review by the Employer and others in accordance with applicable professional, ethical, legal, or Employer requirements, rules, regulations, policies, or practices, or other requests.

**4. Confidentiality.** I acknowledge that, by virtue of my *Employment*, I will acquire and be exposed to, have access to, make use of and/or create *Confidential Information*. Therefore, I agree to hold in trust and confidence all such *Confidential Information*. I will neither disclose any such *Confidential Information* to anyone outside a *Deloitte Entity* without the prior written approval of an *Authorized Signatory*, except as required by my authorized duties for the Employer, nor use any such *Confidential Information* for any purpose other than for the benefit of a *Deloitte Entity*.

**5. Third Party Information and Property.** I agree that during my *Employment*, I shall not use or disclose any confidential information or intellectual property of any former employer or other person or entity without the prior written authorization of such employer, person or entity and the prior written consent of an *Authorized Signatory*. If I were to use or disclose any such Confidential Information or Intellectual Property without prior consent, and any of the *Deloitte Entities* become the subject of any claim from a third party regarding such unauthorized use or disclosure, I agree to hold harmless and indemnify the *Deloitte Entities* for any legal defense costs and/or damages related to any such claim.

**6. Authorization.** Only employees of the Employer holding a senior or managerial position with the Employer will be authorized by a specific authorization, delegation, or power of attorney to sign legal documents, representing the Employer. Similarly, only such authorized employees of the Employer may speak about the Employer, the business and plans, various client-related projects etc.

**7. Competing Activities and Conflict of Interest.** During the period of my *Employment* I will not, directly or indirectly, participate in or in any way render services or assistance to any business that is or may be competitive with a *Deloitte Entity*, whether or not for compensation, or engage in any conduct which might result in, or create the appearance of using my position for private gain or other than for the benefit of a *Deloitte Entity*, or otherwise create a conflict, or the appearance of a conflict, of interest with a *Deloitte Entity*. Such conduct shall include, but not be limited to, having an undisclosed financial interest in any vendor or supplier of a *Deloitte Entity*, accepting payments of any kind or gifts other than of a nominal value from vendors, clients or suppliers, or having an undisclosed relationship with a family member or other individual who is employed or

associated with any entity in active or potential competition with a *Deloitte Entity*, and which creates a conflict of interest. I represent and warrant that I am not currently aware of any present or past violation of this provision.

**8. Authorization to Access Systems and Electronic Communications and use of Deloitte Property.** I understand that while employed with a *Deloitte Entity*, I will use and have access to the Systems. I also acknowledge that a *Deloitte Entity* has the right at any time to access, retrieve, delete, monitor, examine, use and/or disclose my Electronic Communications and information from (or about) me and the content, without notice to me, and that such *Electronic Communications* are considered part of a *Deloitte Entity's* business and client records and are not to be considered private or personal to me or any other *Personnel*. I further acknowledge that this right extends to *Electronic Communications* transmitted for either a business or personal purpose.

I agree that I am authorized to access the *Systems* only for approved business purposes and occasional personal use if such use does not interfere with my work responsibilities and other required business activities, business operations, or *Systems* performance. However, I also acknowledge that such occasional personal use does not create an expectation of privacy as to any of my personal *Electronic Communications* and, as such, are *Deloitte Property*.

I further acknowledge that I am not authorized to use the *Systems* for personal gain or any illegal or unethical use. I agree that under no circumstances am I authorized to access any of the *Systems* for the purpose of obtaining *Deloitte Property* for a competitor of a *Deloitte Entity*, transmitting *Deloitte Property* to me (e.g., emailing *Confidential Information* to my personal email address) or to a third party for purposes other than furthering the business objectives of a *Deloitte Entity*. I am not authorized to download a *Deloitte Entity's Confidential Information* or other *Deloitte Property* to removable media such as a CD Rom, disk or thumb drive other than as authorized for furthering the business objectives of a *Deloitte Entity*.

I will be responsible for the safe keeping and return in good condition and order of all the *Deloitte Property* that may be in my use, custody, care or charge. For the loss of any *Deloitte Property* in my possession or custody or for which I have been assigned responsibility, the Employer will have a right to assess on its own basis and recover from me, the damages in respect of such materials (out of the amounts due to me or otherwise) and to take such other legal action as it deems appropriate including termination of my employment without notice or payment in lieu thereof in the event of my failure to account for such material or property to its satisfaction.

**9. Security.** I am provided with a worktable and lockable storage space. I will ensure they are locked when unattended and understand that a duplicate key will only be provided if I sign for it. I am required to display my identity card to the appropriate security personnel on demand and at all times within the office premises.

**10. Ownership of Works.**

a. I agree that the Employer owns all rights, title and interest in and to all *Works*.

b. I agree that all *Works* are deemed works made for hire under India copyright or applicable laws or equivalent laws of any applicable foreign jurisdiction, and all *Intellectual Property Rights* therein vest automatically in the Employer upon creation of the *Works*. I agree that, to the extent any *Work* is held not to be a work made for hire, I hereby irrevocably assign all *Intellectual Property Rights* in the *Work* to the Employer. Notwithstanding anything contained in Section 19(4) of the Indian Copyright Act, 1957, I agree that such assignment shall continue to be in force for perpetuity irrespective of whether or not the Employer exercises its rights as the assignee for any period of time.

c. I will at all times, even after termination of my *Employment*, do whatever the Employer reasonably requests of me, at the Employer's expense, to document the assignment of any *Works* to the Employer or to assist the Employer in pursuing, renewing, extending or assigning any *Intellectual Property Rights*, and otherwise perfecting, protecting and enforcing said *Intellectual Property Rights* in, any *Works*. I agree that, as between me and the Employer, the Employer shall be the sole author, inventor, and owner of all such *Works* and *Intellectual Property Rights* therein throughout the world, and that the Employer shall have the sole right to seek copyright registrations, patents or trademark registrations, including all extensions and renewals thereof. I also hereby agree that I waive all moral rights in any *Works*.

I also agree to assign all my right, title and interest in and to any particular *Works* to a third party as directed by the Employer.

In the event the Employer is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraphs, I hereby irrevocably designate and appoint the Employer and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and in my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraphs with the same legal force and effect as if executed by me. I hereby waive any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any *Works* assigned hereunder to the Employer.

d. During a 12 month period after termination of my *Employment*, I agree that any *Intellectual Property* I create or conceive that results from and is related to any work assigned to or performed by me for the Employer, or that was created using *Deloitte Property*, is a *Work* that is subject to Paragraph 10 (b) above. For purposes of clarification, the foregoing provision is in addition to, and not in limitation of, any rights and remedies the Employer may have under the applicable laws protecting *Intellectual*

*Property of the Deloitte Entities.*

e. I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Employer) of all *Works* developed by me during the period of my employment with the Employer, which records shall be available to and remain the sole property of the Employer at all times.

**11. Pre-existing Creations; Personal Creations.** My obligations in Paragraph 10 do not apply to *Pre-existing Creations* and *Personal Creations*. I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Creations*. I acknowledge and agree that I will not assert any ownership rights against the *Deloitte Entities*, or their respective clients, with respect to any *Pre-existing Creations* unless they appear on **Exhibit B**, and **Exhibit B** has been accepted and agreed to by an *Authorized Signatory* who has signed at the bottom of such **Exhibit B**. I further agree that I shall not use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment* without the prior written consent of an *Authorized Signatory*. To the extent that I use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment*, I agree that, except as otherwise provided in a written agreement executed by me and the Employer, I hereby grant to the Employer an irrevocable, royalty free, perpetual, fully paid up, transferable, sub-licensable license to use, reproduce, distribute, display, perform, modify and create derivative works of and otherwise exploit such *Pre-existing Creations* or *Personal Creations* for any purpose including, but not limited to, client engagements.

**12. Post- Employment Restrictions re: Clients.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or serving of certain clients related to my work for a *Deloitte Entity* would necessarily involve the unauthorized use or disclosure of *Confidential Information*, and the proprietary relationships and goodwill of the *Deloitte Entities*, and, in the case of my serving of certain clients, could compromise the full compliance of the Employer or another *Deloitte Entity* with the applicable laws, rules and regulations of a U.S. or India regulatory body or other independence-related requirement of a regulatory body. Accordingly, during the period of my *Employment* and for a period of one year thereafter, I will not, directly or indirectly, solicit or provide services to any existing client of a *Deloitte Entity* with which I had personal contact and provided services during the two-year period prior to termination of my *Employment*.

**13. Exceptions to Post- Employment Restrictions re: Clients.** I understand that the obligations of Paragraph 12 will not apply for a period of three (3) years after my start date or the date of my promotion or transfer to clients of a *Deloitte Entity* and/or certain specified kinds of services rendered to such clients that meet all of the following criteria: (a) are personal clients of mine who came to a *Deloitte Entity* solely to avail themselves of certain specified kinds of services rendered by me and only as a result of my own independent recruitment efforts, which a *Deloitte Entity* neither subsidized nor otherwise financially supported as part of a program of client development, (b) are listed on **Exhibit D** expressly by name with respect to client and with sufficient specificity with respect to the kinds of service(s) that I will be permitted to render, and (c) are accepted and agreed to as to their listing on **Exhibit D** by an *Authorized Signatory* who has signed at the bottom of such Exhibit. I agree that after a period of three (3) years from my start date or the date of my promotion or transfer the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on **Exhibit D** to support the application of the obligations of Paragraph 12 to those clients.

**14. Future Employment with Clients.** Except as otherwise provided herein, I understand that I am not prohibited from accepting employment with a client (or an affiliate of such client) of a *Deloitte Entity*. Before entering into substantive discussions with an *Attest Client* regarding any employment opportunity, I acknowledge and agree that during my *Employment* and for five years thereafter I must first notify *Independence* and obtain prior written approval from *Independence*. I acknowledge and understand that it is the intent of the Employer to interpret and apply this provision (a) in an effort to ensure the full compliance of the *Deloitte Entities* with applicable U.S. and India laws, rules, and regulations; (b) to serve the public interest; and (c) to protect the legitimate interests of the *Deloitte Entities* or their respective *Attest Clients* under applicable U.S. or India laws, rules and regulations in a manner that is no greater than is reasonably necessary to protect such interests and without being unduly harsh and oppressive to me and my interests in future employment with an *Attest Client*. Further, I acknowledge and agree that because of, among other things, the importance of the *Deloitte Entities* remaining in compliance with applicable independence rules, such approval may be withheld by *Independence* in the event that my employment with an *Attest Client* would, in the view of Deloitte LLP, be inconsistent with applicable laws, rules and regulations or jeopardize the independence of a *Deloitte Entity* with respect to such *Attest Client*.

**15. Restrictions re: Personnel and Contractors.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or hiring or of any of its *Personnel* or contractors of the *Deloitte Entities*, or my participation in their hiring, admission or retention, would necessarily involve the unauthorized use or disclosure of *Confidential Information* or the proprietary relationships and goodwill of the *Deloitte Entities*. Accordingly, during my *Employment* and for one year thereafter, I will not, directly or indirectly, (a) solicit or attempt to solicit, or participate in the solicitation of or any attempt to solicit any *Personnel* to leave a *Deloitte Entity*, or to join any firm or business with which I may be or become affiliated; (b) participate in the hiring or admission of any *Personnel*; or (c) cause a contractor of a *Deloitte Entity* to cease providing services to, with, or on behalf of the *Deloitte Entity*.

**16. Post- Employment Restrictions re: Deloitte Property.** Upon termination of my *Employment*: (a) I will not use or disclose *Deloitte Property*, including, but not limited to, *Confidential Information* and *Works*, for any purpose; (b) I will not retain or take with me any *Deloitte Property*; (c) I will immediately deliver to a *Deloitte Entity* at any location that it designates, at my expense, within one business day after the termination of my *Employment* or on an alternate date designated by a *Deloitte*

*Entity*, any *Deloitte Property* that I may then or thereafter hold or control; and (d) I agree to allow a *Deloitte Entity* to inspect any of my personal or home computers, including smart phones, tablet computers, or any device, media or location capable of storing electronic data, to determine whether any *Deloitte Property* resides on such computers and to permit a *Deloitte Entity* to remove such *Deloitte Property*.

## OTHER POST- EMPLOYMENT OBLIGATIONS

**17. Transition of Work and Cooperation.** Upon termination of my *Employment* for any reason, I will cooperate with a *Deloitte Entity* in all matters relating to the completion of pending work and its orderly transfer. I will also cooperate fully with a *Deloitte Entity* in connection with any threat of or actual legal proceeding against a *Deloitte Entity* or any client, customer or licensor of a *Deloitte Entity* arising out of any matter with or of which I had contact or knowledge during my *Employment*.

**18. Notification of Post- Employment Obligations.** I agree that prior to accepting employment or affiliation with another firm or business I will advise such firm or business of my duties and obligations under this Employment Agreement. After my *Employment* ends, I agree that a *Deloitte Entity* shall be permitted to advise any firm or business with which I have accepted an offer of employment or affiliation concerning my duties and obligations under this Employment Agreement.

**19. Certification.** I agree that during or after my *Employment* I will, if requested, provide written certification in such form as the Employer may require that I have complied with my obligations hereunder, including, without limitation, those obligations set forth in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15 and 16 of this Agreement.

## OUR ENFORCEMENT RIGHTS AND REMEDIES IN THE EVENT OF A BREACH

**20. Equitable Relief and Attorney's Fees.** I acknowledge and agree that a breach of this Employment Agreement, including, but not limited to, a breach of my duties and obligations under the terms and conditions of Paragraphs 4, 5, 7, 8, 9, 10, 12, 14, 15 or 16 would cause irreparable harm to the *Deloitte Entities* and that, in addition to other remedies, the Employer on behalf of itself or another *Deloitte Entity* is entitled to a temporary restraining order, an injunction or other equitable relief to prevent any such breach. I also acknowledge that, to the extent permitted by law, a *Deloitte Entity* will be entitled to the payment of the *Deloitte Entities'* reasonable costs and attorney's fees incurred in enforcing this Employment Agreement. I also acknowledge that, to the extent permitted by law, the Employer may request that a court extend the one year period following the termination of my *Employment*, as provided in Paragraphs 12 and 15, to correspond with the period that I participated in activities prohibited by Paragraphs 12 and 15.

**21. Liquidated Damages: Client Fees.** I agree that in the event of a breach under Paragraph 12, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

**22. Liquidated Damages: Compensation.** I agree that the precise amount of damages flowing from a breach under Paragraph 15 would be impracticable or extremely difficult to ascertain in an actual amount. Therefore, I agree that in the event of a breach under Paragraph 15, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by or owed to any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

**23. Right of Inspection.** I agree to permit the Employer (or to use my best efforts to enable the Employer) to inspect my books and records (and the books and records of any entity which employs or is associated or affiliated with me), upon request and at reasonable times, to enable the Employer to confirm the calculations described above and to verify compliance with Paragraphs 12 and 15. The Employer shall keep confidential any proprietary information obtained, except as may be necessary or desirable to enable the Employer to enforce its rights under this Employment Agreement and except as may be required by any statute, court or administrative order to decree or government ruling or regulation.



**MISCELLANEOUS**

**24. Governing Law; Choice of Forum.** This Employment Agreement is deemed to have been executed in the Employer's office in **Hyderabad, Telangana, India** and will be construed and governed in accordance with the laws of the Republic of India without regard to its conflicts-of-law principles. You agree to submit to jurisdiction before any court of record in which the Employer's office to which you were assigned is located, or in which a breach of this Employment Agreement may occur, at the election of the Employer, and you waive any right to raise questions of personal jurisdiction or venue in any action the Employer may bring against you in any such court. You further agree to accept service of process/summons/legal notice from the Employer when that process/summons/legal notice is either sent to your last known address by certified mail or served by any other means permitted under the law of the jurisdiction in which the Employer may bring an action against you.

**25. Modifications.** My obligations hereunder may not be changed or modified, released, discharged, abandoned or terminated, in whole or in part, except by an instrument in writing signed by an *Authorized Signatory*.

**26. Severability.** Every provision of this Employment Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such term or provision will be enforced to the maximum extent permitted by law and, in any event, such illegality or invalidity shall not affect the validity of the remainder of the Employment Agreement.

**27. Blue-Penciling.** If any court determines that any provision of this Employment Agreement, or any part hereof, or the application of any such provision, or any part hereof, to any person or circumstance is unenforceable or void, such court shall have the power to modify such provision, or any part hereof, to the extent necessary to render it legal and enforceable while preserving its intent, or if such modification is not possible, by substituting therefore another provision that is legal and enforceable and that achieves the same objective.

**28. Waiver.** None of my obligations under this Employment Agreement shall be deemed to have been waived by the Employer except if the giving of such waiver is contained in a written notice given to me and no such waiver shall be deemed to be a waiver of any other or further obligation I have under this Employment Agreement.

**29. Entire Agreement.** This Employment Agreement, the Employer's employment application, the Terms and Conditions of Service issued pursuant to the offer of employment and any documentation employing me or transferring me to the Employer, contain the entire understanding between me and the Employer or any other *Deloitte Entity* with respect to the subject matter hereof and supersedes all prior representations, warranties, and agreements with respect to such subject matter, and no representations, warranties or other covenants exist with respect to such subject matter that are not contained or expressly referred to herein. Notwithstanding the foregoing, any written agreement between a *Deloitte Entity* and me with respect to the subject matter hereof that was signed by me prior to the effective date of this Employment Agreement shall remain valid and enforceable according to the terms of such agreement with respect to all acts and omissions occurring prior to the effective date of this Employment Agreement. In the event of a conflict between this Employment Agreement and the employment application or any other document purporting to set forth terms and conditions of my *Employment*, this Employment Agreement will control.

**30. Transfer and Assignment.** Unless as the Employer shall otherwise determine, the rights, obligations and benefits of the Employer under this Employment Agreement, including but not limited to those rights and benefits relating to my post-Employment obligations set forth in this Paragraph 30 and in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19 and 23 above, are transferred and assigned, in whole or in part (as the Employer shall determine) and without the need for my consent or the formality of documentation or prescribed processes, to (a) any *Deloitte Entity* in connection with my transfer to that *Deloitte Entity* or (b) any entity that acquires all or a part of the assets or business of the Employer. All provisions of this Employment Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, representatives, successors, and assigns of the Employer and me, and any *Deloitte Entity* to which I may be transferred during my *Employment*, provided, however, none of my duties or obligations under this Employment Agreement may be assigned or transferred by me to any other person or entity without the Employer's prior written approval of such assignment or transfer. Any purported assignments in violation of this Paragraph 30 shall be null and void.

**31. Headings.** The headings contained in this Employment Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Employment Agreement.

I have read the foregoing, understand it, and agree to comply with its terms.

**For Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
 6718FF75DA89400...

Pooja Madhani

**Talent**

**Authorized Signatory**

Effective as of , I accept all the terms and conditions of the Employer as stipulated in this Employment Agreement.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

**EXHIBIT A**

The definitions below apply to the italicized terms that appear in the Employment Agreement (including the exhibits):

**Attest Client** – attest client (or an affiliate of such client) of Deloitte & Touche LLP or a *Deloitte Entity*.

**Authorized Signatory** – a director, officer or other person who is authorized to sign on behalf of a *Deloitte Entity*.

**Confidential Information** – any information not generally known to the public, in any *Form*, that (1) relates to the operation of a *Deloitte Entity* or provides the *Deloitte Entities* with a competitive advantage, (2) consists of Personally Identifiable Information (*PII*) or other personal information about *Personnel*, client and other third party personnel, independent contractors, subcontractors, agents, vendors, suppliers or others which the Employer or another *Deloitte Entity* receives in the course of business, and (3) all other information entrusted to the Employer or another *Deloitte Entity* by clients and other third parties. *Confidential Information* includes, but is not limited to, *Intellectual Property*, supplier information, designs, business or marketing plans, forecasts and financial information, tax returns, tax identification numbers, agreements, client or prospective client lists, specific information about clients or prospective clients such as preferences for specific products and services, client or prospective client needs based on financial history and past purchases of services, client or prospective client development plans, specific rates charged to a client or offered to a prospective client and other business or client records. *Confidential Information* also includes, but is not limited to, debit or credit card information, employment applications, organization charts, performance ratings and other personnel records.

**Deloitte Entity** – the Employer, Deloitte LLP, and any corporation, company, partnership, limited liability company or other entity (a) that (i) is owned, directly or indirectly, in whole or in part, by Deloitte LLP (the “Deloitte U.S. Firms”), including but not limited to Deloitte LLP subsidiaries in India, the Deloitte Touche Tohmatsu verein, Deloitte Global Services Limited, Deloitte Global Services Holdings Limited, Deloitte Touche Tohmatsu Limited (“DTTL”) or any member firm of DTTL or affiliate thereof (collectively, the “DTTL Member Firms”) or (ii) controls, is controlled by or is under common control with any of the entities listed in clause (i); or (b) in which any *Personnel* participated on its behalf, or carried out any duties with respect to its affairs. For purposes of this Employment Agreement, the term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract, or otherwise.

**Deloitte Property** – *Confidential Information*, *Systems*, equipment, debit and credit cards issued in connection with my *Employment*, furniture, facilities and any and all other materials owned, licensed or leased by a *Deloitte Entity*, including, without limitation, computerized or electronic information and all copies thereof in any form or media, created by, furnished to, obtained by or prepared by me in the course of my employment in any capacity.

**Deloitte India (Offices of the US)** - The following companies shall be deemed to be the affiliates of each other and are collectively referred to as Deloitte India (Offices of the US): (i) Deloitte Consulting India Private Limited (ii) Deloitte Tax Services India Private Limited (iii) Deloitte Support Services India Private Limited (iv) Deloitte Financial Advisory Services India Private Limited and (v) Deloitte & Touche Assurance & Enterprise Risk Services India Private Limited.

**Electronic Communications** – all text, audio, video, images, information, data, files and attachments created, displayed, sent, received, posted, accessed or stored, whether deleted or not, by means of the *Systems*.

**Employment** – the nature of my relationship with the Employer or a *Deloitte Entity* pursuant to this Employment Agreement. Alternatively, and depending on context, *Employment* is the period of time during which this relationship persists.

**Form** - paper, computer disc, USB drive, website; any other tangible or electronic medium by which information may be stored or accessed; and human memory.

**Independence** – National Office (Independence) of Deloitte LLP.

**Intellectual Property** - works of authorship (including, without limitation, books, articles, data compilations, software and other copyrightable materials), materials, patents, inventions, designs, techniques, methodologies, processes, discoveries, know-how, ideas, trade secrets, moral rights, trademarks and other indicia of origin together with the goodwill therein, and all patent applications, copyright and trademark applications and registrations, and extensions and renewals thereof, throughout the world.

**Intellectual Property Rights** – all rights, title and interest in Intellectual Property.

**PCAOB** – the United States Public Company Accounting Oversight Board.

**Personal Creations** – *Intellectual Property* that meet all of the following criteria: (1) it is conceived, developed, and created by me on my own time without using *Deloitte Property* or *Personnel* (during work hours), facilities, *Confidential Information* or *Works* of a *Deloitte Entity*, (2) it is unrelated to the actual or reasonably anticipated business or research and development of a

*Deloitte Entity*, and (3) it does not result from any work performed by me and the *Personnel* (during work hours) for a *Deloitte Entity*.

**Personnel** – partners, principals, members, officers and employees of a *Deloitte Entity*.

**PII** – information (excluding business contact information such as an individual's name and one or more of the following: organization name, organizational title, organizational role, business address, business telephone number (including business cell phone number and business email address) relating to an identified or identifiable natural person. An identifiable natural person is a natural person who can be identified, directly or indirectly, by reference to an identification number or factors specific to his or her physical, physiological, mental, economic, cultural or social identity. Set forth below is a non-exclusive list of information that constitutes PII when such information relates to an identified or identifiable natural person:

- Account number (bank account, credit card, etc.)
- Address
- Biometric identifier
- Certificate or license number
- Date of birth
- Government identifiers (such as PAN)
- Name\*
- Personnel Number
- Photograph or video identifiable to an individual
- Vehicle identifier or serial number
- Other information related to an individual that may directly or indirectly identify that individual (e.g., salary, performance rating, purchase history, call history, etc.)

\* Note: When an individual's name is used with PII that is not business contact information, it is included in the definition of PII.

**Pre-existing Agreements or Arrangements** – agreements or arrangements that (1) relate to any *Pre-existing Creations*; or (2) may affect my ability to comply with the requirements of this Employment Agreement, including all contractual and other restrictions or obligations with other parties, including any post-employment restrictions and required notifications to the extent applicable under 18 United States Code §207, CFR 3.104-4, and India laws, rules and regulations that may or will impose limitations on my professional activities during my *Employment* (such as any non-compete agreements with prior employers and the one-year ban on lobbying contacts).

**Pre-existing Creations** – any *Intellectual Property* and *Intellectual Property Rights* that were developed or created by me, alone or with others, or otherwise acquired by me, before the period of my employment in any capacity with the Employer, in which I claim any ownership or right.

**Proceedings** – past or pending (1) actual or threatened claims or complaints of, or arising out of service to, present or former clients, (2) regulatory, self-regulatory, disciplinary, administrative, civil or criminal investigations, inquiries, charges, complaints, actions, sanctions, alternative dispute resolution proceedings, other proceedings or matters (other than criminal proceedings which relate solely to the operation of a motor vehicle) of any kind or nature, in India or any other jurisdiction, against me, including criminal proceedings arising out of my provision of professional services, proceedings brought by a professional association, or proceedings involving the Securities and Exchange Board of India, United States Securities and Exchange Commission or the PCAOB, other professional bodies like the Institute of Chartered Accountants of India or (3) matters of any kind or nature which could adversely affect my association with the Employer or my ability to perform my duties or responsibilities to the Employer, whether set forth in this Employment Agreement or otherwise, or my registration with or licensure by any governmental, quasi-governmental, or other regulatory agency, body or entity, in or outside the United States or India.

**Systems** – the communications systems or any part of such systems that a *Deloitte Entity* owns, licenses or operates and approves for use, including, but not limited to, e-mail, text messaging, Lotus Notes, Deloitte Online (eRoom), instant messaging, local area network, wide area network, Intranet (e.g., DeloitteNet, D Street), Internet, extranet, collaborative tools (e.g., blogs, wikis, etc.), laptop and desktop computers, servers, air cards, Personal Digital Assistants, cell phones, telephones and voicemail.

**Works** – all *Intellectual Property*, in any *Form*, created by me, alone or with others, during the period of my *Employment* that (1) is created within the scope of my *Employment*; (2) relates in any manner to the actual or anticipated business, research, or development of a *Deloitte Entity*; (3) results from any work assigned to or performed by me, alone or with others, for the Employer; or (4) is created with the use of *Deloitte Property*.

**EXHIBIT B****Pre-existing Creations; Pre-existing Agreements or Arrangements**

I understand and agree that the Employer makes no attempt to verify my claim of ownership to any of the *Pre-existing Creations* listed, and makes no admission that any *Pre-existing Creations* listed are owned by me.

[If yes, please enter details below]

Yes, I do have *Pre-existing Creations*, *Pre-existing Agreements or Arrangements*

No, I do not have *Pre-existing Creations*, *Pre-existing Agreements or Arrangements*

<b><u>Title</u></b>	<b><u>Date</u></b>	<b><u>Brief Description</u></b>
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\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Print)

ACCEPTED AND AGREED TO:

**Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
6718FF75DA89400...

Pooja Madnani

**Talent**

Its: *Authorized Signatory*

\_\_\_\_\_  
Date

An *Authorized Signatory's* signature is required only if *Pre-existing Creations* or *Pre-existing Agreements* or *Arrangements* are listed pursuant to Paragraphs 2 and 11 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment made in light of Paragraph 2 that *Pre-existing Creations*, if any, are described and explained in sufficient detail so that the likelihood of confusion between the employee's *Pre-existing Creations* and the *Intellectual Property* of a *Deloitte Entity* can be avoided or minimized in the future and further indicates that the *Pre-existing Agreements* or *Arrangements* have been obtained and reviewed and that the *Authorized Signatory* is satisfied that such *Pre-existing Agreements* or *Arrangements* will not interfere with the employee's ability to comply with the requirements of this Employment Agreement.

**EXHIBIT C**

**Proceedings**

[none, unless otherwise specified]

Yes, I do have *Proceedings* to report

No, I do not have *Proceedings* to report

My signature below certifies that to the best of my knowledge, the information I have provided above, pursuant to Paragraph 3, is complete and accurate.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

**EXHIBIT D**

**Exceptions to Post-Employment Restrictions: re: Clients**

[none, unless otherwise specified]

As specified in Paragraph 13, I agree that after a period of three (3) years from my start date or the date of my employment, as the case may be, the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on Exhibit D to support the application of the obligations of Paragraph 12 to those clients.

Yes, I do have  
Post-Employment Restrictions  
re: Clients

No, I do not have  
Post-Employment Restrictions  
re: Clients

<u>Name of Client</u>	<u>Specified Kind of Services(s) Permitted</u>
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ACCEPTED AND AGREED TO:

**Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
6718FF75DA89400...

Pooja Madnani

**Talent**

Its:     Authorized Signatory	_____
	Date

I have read and understood the above policy terms.

_____	_____	_____
Signature	Name	Date

A n *Authorized Signatory's* signature is required only if information is provided pursuant to Paragraph 13 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment that criteria in Paragraph 13 have been fully satisfied, the clients listed have been properly identified, and the kinds of services permitted have been described with sufficient specificity.

## Terms and Conditions of Service

In continuation to our offer of employment with **Deloitte Tax Services India Private Limited** (the "Employer"), please note the terms and conditions of service.

The italicized terms in these Terms and Conditions of Service are defined in **Exhibit A** of the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement hereto.

### Terms of Service

#### 1. COMPLIANCE WITH INDEPENDENCE, ETHICS AND OTHER REQUIREMENTS

Deloitte & Touche LLP performs attest services for certain of its clients and is subject to the independence requirements of, among others, the United States Securities and Exchange Commission (SEC), the United States Public Company Accounting Oversight Board (PCAOB), and the American Institute of Certified Public Accountants (AICPA). These requirements mandate that certain of the Employer's employees and their relatives be independent of some or all of such attest clients and their affiliates in accordance with the policies of Deloitte LLP and its subsidiaries (the "Deloitte US Entities").

Upon joining the Employer, you will be asked to review a listing of the attest clients and the affiliates of such clients of certain of the Deloitte US Entities and disclose relationships or financial holdings that you or your relatives may have that could affect the independence of the Deloitte US Entities. Any relationships or holdings that conflict with, among other things, the requirements of the SEC, the PCAOB or the AICPA or the independence or ethics policies of the Deloitte US Entities will need to be resolved immediately. Further, you will be required to comply with these policies throughout your career with the Employer, including, when applicable, maintaining a current list of certain of your financial interests (but not their value) in the independence tracking system.

As a condition to your joining the Employer and continued employment, you are required to complete a representation regarding your understanding of, and compliance with, independence and other matters, on a periodical basis (as requested beginning on or prior to the date of you joining the Employer, annually thereafter, and upon certain changes in your role in the Employer), the details of which are provided in the independence representation. An example copy of this representation form is available for your reference on [www.deloittenet.com](http://www.deloittenet.com). The representation should be made to the best of your knowledge and ability. It is your responsibility to consult on any matter should you be uncertain or have a question. You are also requested to refer to [www.deloittenet.com](http://www.deloittenet.com) and *Independence* for more information in this respect. The representations made by you will be subject to an audit and may be reviewed by Deloitte LLP representatives and shared with certain third parties. If you are selected for such an audit, you will need to submit certain personal financial records to Deloitte LLP's internal audit team. Please be assured that Deloitte LLP fully intends to keep all information obtained through the audit process confidential and secure. You hereby give your consent to Deloitte LLP to use the information provided by you for such purposes as provided in the policies regarding independence and ethics.

In the event you (i) do not cooperate or comply with the independence requirements, or (ii) do not complete the necessary representations, or (iii) make inaccurate representation(s); you may be subject to disciplinary action including and up to termination of employment with the Employer.

Please feel free to contact or consult *Independence* should you require any further information or if you have any specific concerns in this respect.

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#### 2. NON DISCLOSURE, NON SOLICIT AND INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AGREEMENT ("Employment Agreement")

You will be expected to sign the Employer's Employment Agreement. Please contact Talent for further details.

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#### 3. HARRASSMENT POLICY

**Administrative Policy Release ("APR") 213** is the Employer's policy prohibiting harassment. Deloitte LLP's subsidiaries located in India ("Deloitte India (Offices of the US)") are committed to providing a working environment that is free from harassment based on caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis, in accordance with applicable Indian central, state or local law. Expressly forbidden are unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Depending on the circumstances, such harassment may also include conduct such as stereotyped or demeaning remarks or gestures or the display or circulation, whether in writing or electronically, of materials or pictures offensive to persons because of their caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis in accordance with applicable Indian central, state or local law. The full policy will be accessible to you on DeloitteNet after joining Deloitte U.S. India.



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#### 4. WORKING HOURS, HOLIDAYS, LEAVES AND MATERNITY BENEFITS

You will be provided with your standard working hours, which may vary over the course of your career. The Employer may, from time to time, subject to applicable laws, require the employee to work beyond these hours.

You shall be entitled to paid holidays and leave as per the Employer's policies.

Women employees are eligible for maternity benefits as per the recent amendments (2017) in the maternity benefit act, 1961, including having 26 weeks of maternity leave with pay, as applicable.

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#### 5. RETIREMENT AGE

The age of retirement for employees of Deloitte India (Offices of the US) is 60 years. Your employment will therefore automatically terminate at the end of the month in which you attain 60 years.

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#### 6. TRANSFERS

You may be transferred, assigned, or asked to attend training at the offices of a Deloitte Entity or its clients or third parties in India or abroad with or without additional compensation. In such an event, you will also be governed by the terms and conditions of service applicable to the transfer, assignment, or training.

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#### 7. NOTICE PERIOD FOR TERMINATION OF SERVICES

The notice period for termination of your services is **60 Days** by either side and/or salary in lieu of notice period on part of the Employer only.

The Employer expects all employees to maintain the highest standards of professional conduct at all times.

In order to assure orderly operations and provide the best possible work environment, the Employer expects you to follow rules of conduct that will protect the interests and safety of all personnel, including but not limited to the Code of Ethics and Professional Conduct.

In the event of any breach of the Code of Ethics and Professional Conduct, non-performance of a contractual obligation or the terms and conditions laid down in this Annexure, or if you engage in any misconduct whether or not in connection with or affecting the business or affairs of the Employer or the work conduct, as specified by Employer, you will be subject to disciplinary action up to and including termination of your services/ employment with the Employer without any notice or payment in lieu of notice notwithstanding any other terms and conditions stipulated herein.

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#### 8. MISCONDUCT

Misconduct may include but is not limited to:

- Irregular attendance: repeated or excessive absence, tardiness or early departures/ late comings without approval.
- Unreported or unapproved absence (including overstay of leave) for more than five consecutive days or deviation from assigned and accepted schedule for more than five days.
- Falsification or manipulation in background verification process or employment records, employment information, or other records prior to or after joining the Employer.
- Falsification or manipulation of Deloitte Time & Expense (DTE).
- Knowingly providing false statements, either verbally or in written form.
- Neglect of normal duties and functions.
- Practices such as reading personal materials during working time, having obscene or inappropriate posters or screen savers at your work station, playing games at your work station, etc.
- Continued discharge of work functions that do not meet the standards reasonably expected.
- Breach of the confidentiality provision in the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement including disclosing to any unauthorized person any *Confidential Information* or *PII*.
- Willful insubordination or disobedience, whether or not in combination with another, of any lawful and reasonable instructions of any member of management or any authorised person.
- Engaging in unapproved outside employment and activities as defined in APR 218 (US & IND)

([https://deloittenet.deloitte.com/About/Policies/Admin/Pages/218\\_OutsideEmploymentActivities\\_US.aspx](https://deloittenet.deloitte.com/About/Policies/Admin/Pages/218_OutsideEmploymentActivities_US.aspx)).

- Installing, downloading, copying or duplicating any unauthorized or unlicensed software, programs, games, or attachments on any computer system of the Employer or of any *Deloitte Entity* or its clients.
- Engaging in any illegal activities.
- Workplace violence, including threats of physical violence.
- Corporate credit card delinquencies.
- Causing damage to the property of the Employer, any *Deloitte Entity*, its clients, or their respective personnel
- Going on or abetting a strike in contravention of any law.
- Theft of any property belonging to another, the Employer or any *Deloitte Entity*, or their respective personnel, clients, or visitors
- Possession of firearms, explosives, knives or any instruments that can be used as an injurious or deadly weapon in the workplace or at any *Deloitte Entity* sponsored event.
- Corruption, fraud, or misappropriation of funds.
- Failure to comply with the policies, guidelines, rules and regulations of the Employer or a *Deloitte Entity* as applicable.
- Excessive personal use of the Employer's telephone, fax or computer systems.
- Failure to adhere to applicable laws.
- Any act prejudicial to or in conflict with the interests of the Employer or a *Deloitte Entity*.

The above terms and conditions are based on, and should be read in conjunction with, the Employer's policies, guidelines, procedures and other rules currently applicable, including but not limited to Administrative Policy Releases (APRs) and Deloitte India (Offices of the US)'s other policies, guidelines, rules, and regulations. The above rules are subject to amendments from time to time and the amended rules, policies, procedures, and guidelines would be posted on the Employer's Intranet site i.e. <https://deloittenet.deloitte.com/Pages/Home.aspx> for employee reference. The policies will be updated from time to time in the future and we deem to have your consent to any and all such changes. Furthermore, upon acceptance of employment with the Employer, you may be requested to read and acknowledge acceptance of various policies and guidelines of the Employer. It is expected that you will read and acknowledge all such communications.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name



### Training Agreement

On behalf of **Deloitte Tax Services India Private Limited**, please accept our congratulations on your recent offer of employment to join the Company as **Tax Consultant I** pursuant to the terms and conditions of your offer letter dated **August 26, 2024**. You made a very favorable impression with everyone you met and we are excited about the possibility of you joining the Company.

As you may be aware, as a condition of employment with the Company, you may be required to travel Overseas to attend a series of training sessions for a period of up to 90 days. This training will be a combination of classroom procedural training as well as on-site training to observe employees conducting similar work at various client locations. This training represents the confidence we have in your ability to be a valuable member of the practice of the Company.

As per Company policy, we kindly bring to your attention that all employees attending training overseas are required to sign a Training Agreement which will obligate the employee to repay a calculated amount of the costs associated with the training, only if the employee resigns his/her position or are terminated for cause within a specified period after completion of the training (usually between 6 to 18 months). This repayment obligation disappears after the specified period of time has lapsed. We all look forward to seeing you again soon and having you join our team of outstanding professionals.

Sincerely,

For **Deloitte Tax Services India Private Limited**

DocuSigned by:

*Pooja Madhani*

6718FF75DA89400...

By:

Signature

**Authorized Signatory**



**Deloitte Tax Services India Private Limited**  
**Deloitte Tower Survey No. 41 Gachibowli Village, Ranga**  
**Reddy District, CIRCLE 3, Hyderabad - 500032, Telangana,**  
**India**

**Tel: +91 040 67621000**  
**www.deloitte.com**

**Subject: Offer of Employment**

**Dear V MANIDEEPAK REDDY:**

On behalf of **Deloitte Tax Services India Private Limited** (the "Employer" or "Company"), I am pleased to confirm our offer of employment to you as **Tax Consultant I** based in **Hyderabad**.

We extend this offer, and the opportunity it represents, with great confidence in your abilities. You have made a very favorable impression with everyone you met and we are excited with the prospect of you joining our organization on **JUNE 26, 2022**.

Your immediate manager will communicate details of your role and work responsibilities in the initial weeks of your joining the Employer. During your employment, the Company may require you to work on any project that you are assigned to, on any technical platforms/skills and nature of the project, in differentiated work timing, at designated work space and location as may be decided by the company.

As part of your annual compensation, you will receive a Total Salary of **Rs 382500** and, will be eligible for a performance linked variable bonus. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount could vary depending upon the business and individual performance each fiscal year and, in some situations, could exceed the payout range indicated. Any amounts paid will be subject to statutory and other deductions as per Employer policies and practices. The details of your compensation breakdown are provided in the attached Annexure A.

As an incentive to join the Company, you are eligible to receive a joining bonus of **Rs./₹ 100,000/-** subject to your reporting for full-time employment on **JUNE 26, 2022**. This amount will attract applicable taxes and will be processed as part of your first month's payroll. You will have an obligation to repay the entire amount of your joining bonus if you resign your position or are terminated for cause by the Company within **12 months** of your start date.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

Your employment with us will be governed by the Terms and Conditions as detailed in **Annexure B**, as well as any and all rules, regulations, guidelines, policies and practices of the Employer, which may be amended from time to time. Deloitte LLP and its U.S.-based subsidiaries (the "Deloitte U.S. Firms") requires their employees to make the necessary representations regarding independence and other matters. Because the Employer is an Indian subsidiary of Deloitte LLP, we must also comply with these independence requirements. Accordingly, this offer is conditional upon you agreeing to make such representations under the Employer's Independence Representations requirements, as further explained in **Annexure B**.

Your compensation details are confidential, and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization. We would like you to join the Employer on, or an alternative mutually agreed upon date.

This offer letter, together with the Annexures described herein, and the Non-Disclosure, Non Solicit and Intellectual Property Rights Assignment Agreement, the Information Security Policy (which you are required to sign upon joining), constitute the entire agreement between the parties with respect to the subject matter of this offer, and supersedes all other previous or contemporaneous oral or written representations, understandings or agreements relating to the subject matter of this offer between you and the Employer or its affiliates.

In compliance with applicable laws, Deloitte India (Offices of the US) provides its professionals with home pick-up and drop transport services within **pre-defined** boundary if their shift timings are between 8:30 p.m. - 6:00 a.m. in Hyderabad, 9:00 p.m. - 6:00 a.m. in Mumbai, Pune; 7:00 p.m. - 6:00 a.m. in Gurugram, 8:00 p.m. - 6:00 a.m. in Bengaluru, Chennai, and Kolkata.


This letter and **Deloitte Tax Services India Private Limited** employment application are intended to be final. To accept the offer and the terms of this letter, please sign below in the space provided within three business days.

everyone you have interviewed with joins me in extending to you congratulations and warm regards. We look forward to you joining our team.

Sincerely,

**For Deloitte Tax Services India Private Limited**

Best regards,

By:   
Signature

**Authorized Signatory**

**Acceptance**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Annexure A****Tax Consultant I -**

<b>Description</b>	<b>Monthly</b> (Rs. per month)	<b>Annual</b> (Rs. per Annum)
Basic Pay	<b>17,500</b>	<b>210,000</b>
House Rent Allowance (HRA)	<b>8,750</b>	<b>105,000</b>
Special Allowance <sup>1a &amp; 1b</sup>	<b>11,867</b>	<b>142,404</b>
Leave Travel Allowance <sup>2</sup>	<b>1,750</b>	<b>21,000</b>
Differential Allowance	<b>5,833</b>	<b>69,996</b>
Meal Card <sup>3</sup>	<b>2,200</b>	<b>26,400</b>
Employer's contribution to PF	<b>2,100</b>	<b>25,200</b>
<b>Total Salary (in Rs.)</b>	<b>50,000</b>	<b>600,000</b>
Variable Bonus*	You are eligible for a performance linked variable bonus. It will be paid out at the end of the fiscal year, as applicable and on the basis of your individual performance and performance of the business	
Medical Insurance Premium <sup>4</sup>	<b>3,014</b>	<b>36,167</b>

\*The Variable Bonus will vary, primarily based on your individual performance and the performance of the business, during the Employer's fiscal year which is June through May. Your performance will be formally assessed as a part of the Employer Performance Review Cycle Process. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount will vary depending upon the business and individual performance and in some circumstances, could exceed the payout range indicated. The performance of all the employees who have joined the Employer prior to March 1st will be assessed for the fiscal year ending in May. The disbursement of a Variable Bonus, if applicable, is subject to you being active on the rolls of the Employer, during the Annual Incentive Program payout cycle for the fiscal year. For employees joining during the period March 1st to May 30th, a prorated Variable Bonus, if applicable, will be based on the first year-end review ratings in the subsequent year and paid during the Annual Incentive Program payout cycle of that year. The Variable Bonus will not be paid in the event of termination of employment for any reason on or before the disbursement time. The application and interpretation of, and any determinations related to, the Variable Bonus is at the sole discretion of Employer. Employer may amend or terminate the Variable Bonus at any time. All compensation and benefits are based on employee's position with the Employer in India.

Contd/-....

Annexure A

<sup>1</sup>All employees may claim tax exemption, subject to tax rules from time to time, from their Special Allowance component, expenses incurred towards communication and Driver / Fuel & Maintenance Expenses as per eligibility mentioned below:

**Employee Level -  
Tax Consultant I**

<sup>1a</sup>Communication Expenses

<sup>1b</sup>Fuel Expenses

*Only one Post paid mobile, one Land Phone  
and One internet connection bill(s) can be  
claimed.*

*Petrol / Driver / Insurance / Repairs &  
Maintenance*

**Rs./₹ 3,000/-** per month

**Rs./₹ 7,500/-** per month

<sup>1a</sup> The internet/telephone/mobile bills should be in the Employee's name.

<sup>1b</sup> For claiming vehicle running expenses (Driver / Fuel / Repairs & Maintenance expenses) the vehicle has to be in the name of the Employee and the current tax rules are as under. The above limits will be applicable for all those who are on company car lease program and the below limits will apply for all those who are on self-owned car. In case of company leased car, taxability would be as per the current perquisite valuation rules.

Nature of Expenses	Own Vehicle –Maximum Tax exemption limit per month		
	4 Wheelers (Engine Capacity)		
	<= 1600 cc	> 1600 cc	Two Wheelers
Fuel & Maintenance	Rs. 1,800	Rs. 2,400	Rs. 900
Driver's Salary	Rs. 900	Rs. 900	Not applicable

All employees at and above **Senior Staff** are eligible for the company car lease program. If you choose to avail of this benefit, the amount towards lease rental will be paid by the firm on your behalf to the leasing company and your compensation structure will be adjusted accordingly. A revised letter with the new compensation structure will be issued that will supersede this letter for all practical purposes.

<sup>2</sup> The Leave Travel Allowance (LTA) will be paid on a monthly basis as an allowance with tax deducted at source. If you choose to avail the tax benefit on LTA, you should submit proof of expenses incurred by you for Self and / your immediate dependents. The taxability or otherwise of LTA will be as per the Income Tax Act 1961, details of which will form part of the LTA Form.

<sup>3</sup> Meal Card amount will be credited at the start of each month and for the first month (For New Hires) prorated amount will be processed as part of payroll. If not collected, it will be processed as a taxable amount with the salary.

<sup>4</sup> Annual Floating Medical Insurance Coverage for self and **6 dependents** is being paid by the Employer on your behalf. The premium amount is subject to change every year post renewal of insurance policy. In case you opt for an enhancement of the coverage limit, the additional premium will be adjusted accordingly from the special allowance.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

You may also be eligible to either a One-time Stipend or a temporary lodging basis joining the registered office location, you will receive a survey from Deloitte prior to your joining.

You may select the best option for availing the relocation assistance. If an employee who has availed this reimbursement decides to quit within 18 months from the date of relocation claim for whatever reason, the relocation reimbursement paid to the employee will be recovered in full, from the employee's full and final settlement.

By joining the Company, you will become a member under the 'Deloitte USI Employees Welfare Trust' and may be required to make a nominal contribution as a member.

Original bills towards the above components should be submitted during the Income Tax fiscal period evidencing the expenditure to get Income Tax exemption, failing which the same will attract applicable Income Tax.

Submission of false, tampered or altered bills as proof of expense for any of the above components will result in disciplinary action including termination of employment.

**Your compensation above is subject to income tax deduction per rules and guidelines prescribed under the prevailing tax laws. This may change from time to time in line with the amendments done in tax laws.**



## Annexure B

### **Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement ("Employment Agreement")**

In consideration of my employment by **Deloitte Tax Services India Private Limited**, an Employer incorporated under the provisions of the Companies Act, 1956 and having its registered office **Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District, CIRCLE 3, Hyderabad - 500032, Telangana, India** (the "Employer") as **Tax Consultant I** - and other valuable consideration, I acknowledge and agree that:

#### **PRELIMINARY MATTERS**

**1. Defined Terms.** The italicized terms in this agreement (the "Employment Agreement") are defined in **Exhibit A** hereto.

**2. Pre-existing Agreements or Arrangements.** I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Agreements or Arrangements*. The Employer expects me to abide by all restrictions or obligations that are contained in such Pre-existing Agreements or Arrangements and to avoid involvement, while employed by the Employer, in any matter that could pose a conflict as a result of confidential information or intellectual property obtained by me prior to my *Employment*. I further represent that none of these restrictions or obligations, including those set forth in any non-compete agreements with prior employers, is inconsistent with my acceptance of the Employer's offer of *Employment* or my becoming, and serving as, **Tax Consultant I** of the Employer. To the extent applicable and if I am joining the Employer after having served as an employee or official of the United States Government, I further represent that: (1) I have disclosed my prior participation, if any, in any discussions or negotiations with, or decisions to award contracts to, the Deloitte U.S. Firms while I was employed by the United States Government; and (2) I had either recused myself or had not played an active role in the applicable United States Government agency's decision to award any contracts to the Deloitte U.S. Firms while I was employed by the United States Government.

#### **PROTECTION OF OUR BUSINESS**

**3. Reporting of Proceedings.** Except as provided by law and except as I have disclosed in writing on **Exhibit C** to this Agreement, I represent and warrant that I have no *Proceedings* to report. Should I become a subject of any *Proceedings* during my association with the Employer, I agree to immediately report, in writing, all relevant facts to the Chief Talent Officer of Deloitte LLP, the Regional Talent Director of the Employer, and the Chief Ethics and Compliance Officer of Deloitte LLP. I understand that my responses are subject to audit and review by the Employer and others in accordance with applicable professional, ethical, legal, or Employer requirements, rules, regulations, policies, or practices, or other requests.

**4. Confidentiality.** I acknowledge that, by virtue of my *Employment*, I will acquire and be exposed to, have access to, make use of and/or create *Confidential Information*. Therefore, I agree to hold in trust and confidence all such *Confidential Information*. I will neither disclose any such *Confidential Information* to anyone outside a *Deloitte Entity* without the prior written approval of an *Authorized Signatory*, except as required by my authorized duties for the Employer, nor use any such *Confidential Information* for any purpose other than for the benefit of a *Deloitte Entity*.

**5. Third Party Information and Property.** I agree that during my *Employment*, I shall not use or disclose any confidential information or intellectual property of any former employer or other person or entity without the prior written authorization of such employer, person or entity and the prior written consent of an *Authorized Signatory*. If I were to use or disclose any such Confidential Information or Intellectual Property without prior consent, and any of the *Deloitte Entities* become the subject of any claim from a third party regarding such unauthorized use or disclosure, I agree to hold harmless and indemnify the *Deloitte Entities* for any legal defense costs and/or damages related to any such claim.

**6. Authorization.** Only employees of the Employer holding a senior or managerial position with the Employer will be authorized by a specific authorization, delegation, or power of attorney to sign legal documents, representing the Employer. Similarly, only such authorized employees of the Employer may speak about the Employer, the business and plans, various client-related projects etc.

**7. Competing Activities and Conflict of Interest.** During the period of my *Employment* I will not, directly or indirectly, participate in or in any way render services or assistance to any business that is or may be competitive with a *Deloitte Entity*, whether or not for compensation, or engage in any conduct which might result in, or create the appearance of using my position for private gain or other than for the benefit of a *Deloitte Entity*, or otherwise create a conflict, or the appearance of a conflict, of interest with a *Deloitte Entity*. Such conduct shall include, but not be limited to, having an undisclosed financial interest in any vendor or supplier of a *Deloitte Entity*, accepting payments of any kind or gifts other than of a nominal value from vendors, clients or suppliers, or having an undisclosed relationship with a family member or other individual who is employed or



associated with any entity in active or potential competition with a *Deloitte Entity*, and which creates a conflict of interest. I represent and warrant that I am not currently aware of any present or past violation of this provision.

**8. Authorization to Access Systems and Electronic Communications and use of Deloitte Property.** I understand that while employed with a *Deloitte Entity*, I will use and have access to the Systems. I also acknowledge that a *Deloitte Entity* has the right at any time to access, retrieve, delete, monitor, examine, use and/or disclose my Electronic Communications and information from (or about) me and the content, without notice to me, and that such *Electronic Communications* are considered part of a *Deloitte Entity's* business and client records and are not to be considered private or personal to me or any other *Personnel*. I further acknowledge that this right extends to *Electronic Communications* transmitted for either a business or personal purpose.

I agree that I am authorized to access the *Systems* only for approved business purposes and occasional personal use if such use does not interfere with my work responsibilities and other required business activities, business operations, or *Systems* performance. However, I also acknowledge that such occasional personal use does not create an expectation of privacy as to any of my personal *Electronic Communications* and, as such, are *Deloitte Property*.

I further acknowledge that I am not authorized to use the *Systems* for personal gain or any illegal or unethical use. I agree that under no circumstances am I authorized to access any of the *Systems* for the purpose of obtaining *Deloitte Property* for a competitor of a *Deloitte Entity*, transmitting *Deloitte Property* to me (e.g., emailing *Confidential Information* to my personal email address) or to a third party for purposes other than furthering the business objectives of a *Deloitte Entity*. I am not authorized to download a *Deloitte Entity's Confidential Information* or other *Deloitte Property* to removable media such as a CD Rom, disk or thumb drive other than as authorized for furthering the business objectives of a *Deloitte Entity*.

I will be responsible for the safe keeping and return in good condition and order of all the *Deloitte Property* that may be in my use, custody, care or charge. For the loss of any *Deloitte Property* in my possession or custody or for which I have been assigned responsibility, the Employer will have a right to assess on its own basis and recover from me, the damages in respect of such materials (out of the amounts due to me or otherwise) and to take such other legal action as it deems appropriate including termination of my employment without notice or payment in lieu thereof in the event of my failure to account for such material or property to its satisfaction.

**9. Security.** I am provided with a worktable and lockable storage space. I will ensure they are locked when unattended and understand that a duplicate key will only be provided if I sign for it. I am required to display my identity card to the appropriate security personnel on demand and at all times within the office premises.

**10. Ownership of Works.**

a. I agree that the Employer owns all rights, title and interest in and to all *Works*.

b. I agree that all *Works* are deemed works made for hire under India copyright or applicable laws or equivalent laws of any applicable foreign jurisdiction, and all *Intellectual Property Rights* therein vest automatically in the Employer upon creation of the *Works*. I agree that, to the extent any *Work* is held not to be a work made for hire, I hereby irrevocably assign all *Intellectual Property Rights* in the *Work* to the Employer. Notwithstanding anything contained in Section 19(4) of the Indian Copyright Act, 1957, I agree that such assignment shall continue to be in force for perpetuity irrespective of whether or not the Employer exercises its rights as the assignee for any period of time.

c. I will at all times, even after termination of my *Employment*, do whatever the Employer reasonably requests of me, at the Employer's expense, to document the assignment of any *Works* to the Employer or to assist the Employer in pursuing, renewing, extending or assigning any *Intellectual Property Rights*, and otherwise perfecting, protecting and enforcing said *Intellectual Property Rights* in, any *Works*. I agree that, as between me and the Employer, the Employer shall be the sole author, inventor, and owner of all such *Works* and *Intellectual Property Rights* therein throughout the world, and that the Employer shall have the sole right to seek copyright registrations, patents or trademark registrations, including all extensions and renewals thereof. I also hereby agree that I waive all moral rights in any *Works*.

I also agree to assign all my right, title and interest in and to any particular *Works* to a third party as directed by the Employer.

In the event the Employer is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraphs, I hereby irrevocably designate and appoint the Employer and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and in my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraphs with the same legal force and effect as if executed by me. I hereby waive any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any *Works* assigned hereunder to the Employer.

d. During a 12 month period after termination of my *Employment*, I agree that any *Intellectual Property* I create or conceive that results from and is related to any work assigned to or performed by me for the Employer, or that was created using *Deloitte Property*, is a *Work* that is subject to Paragraph 10 (b) above. For purposes of clarification, the foregoing provision is in addition to, and not in limitation of, any rights and remedies the Employer may have under the applicable laws protecting *Intellectual*

*Property of the Deloitte Entities.*

e. I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Employer) of all *Works* developed by me during the period of my employment with the Employer, which records shall be available to and remain the sole property of the Employer at all times.

**11. Pre-existing Creations; Personal Creations.** My obligations in Paragraph 10 do not apply to *Pre-existing Creations* and *Personal Creations*. I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Creations*. I acknowledge and agree that I will not assert any ownership rights against the *Deloitte Entities*, or their respective clients, with respect to any *Pre-existing Creations* unless they appear on **Exhibit B**, and **Exhibit B** has been accepted and agreed to by an *Authorized Signatory* who has signed at the bottom of such **Exhibit B**. I further agree that I shall not use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment* without the prior written consent of an *Authorized Signatory*. To the extent that I use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment*, I agree that, except as otherwise provided in a written agreement executed by me and the Employer, I hereby grant to the Employer an irrevocable, royalty free, perpetual, fully paid up, transferable, sub-licensable license to use, reproduce, distribute, display, perform, modify and create derivative works of and otherwise exploit such *Pre-existing Creations* or *Personal Creations* for any purpose including, but not limited to, client engagements.

**12. Post- Employment Restrictions re: Clients.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or serving of certain clients related to my work for a *Deloitte Entity* would necessarily involve the unauthorized use or disclosure of *Confidential Information*, and the proprietary relationships and goodwill of the *Deloitte Entities*, and, in the case of my serving of certain clients, could compromise the full compliance of the Employer or another *Deloitte Entity* with the applicable laws, rules and regulations of a U.S. or India regulatory body or other independence-related requirement of a regulatory body. Accordingly, during the period of my *Employment* and for a period of one year thereafter, I will not, directly or indirectly, solicit or provide services to any existing client of a *Deloitte Entity* with which I had personal contact and provided services during the two-year period prior to termination of my *Employment*.

**13. Exceptions to Post- Employment Restrictions re: Clients.** I understand that the obligations of Paragraph 12 will not apply for a period of three (3) years after my start date or the date of my promotion or transfer to clients of a *Deloitte Entity* and/or certain specified kinds of services rendered to such clients that meet all of the following criteria: (a) are personal clients of mine who came to a *Deloitte Entity* solely to avail themselves of certain specified kinds of services rendered by me and only as a result of my own independent recruitment efforts, which a *Deloitte Entity* neither subsidized nor otherwise financially supported as part of a program of client development, (b) are listed on **Exhibit D** expressly by name with respect to client and with sufficient specificity with respect to the kinds of service(s) that I will be permitted to render, and (c) are accepted and agreed to as to their listing on **Exhibit D** by an *Authorized Signatory* who has signed at the bottom of such Exhibit. I agree that after a period of three (3) years from my start date or the date of my promotion or transfer the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on **Exhibit D** to support the application of the obligations of Paragraph 12 to those clients.

**14. Future Employment with Clients.** Except as otherwise provided herein, I understand that I am not prohibited from accepting employment with a client (or an affiliate of such client) of a *Deloitte Entity*. Before entering into substantive discussions with an *Attest Client* regarding any employment opportunity, I acknowledge and agree that during my *Employment* and for five years thereafter I must first notify *Independence* and obtain prior written approval from *Independence*. I acknowledge and understand that it is the intent of the Employer to interpret and apply this provision (a) in an effort to ensure the full compliance of the *Deloitte Entities* with applicable U.S. and India laws, rules, and regulations; (b) to serve the public interest; and (c) to protect the legitimate interests of the *Deloitte Entities* or their respective *Attest Clients* under applicable U.S. or India laws, rules and regulations in a manner that is no greater than is reasonably necessary to protect such interests and without being unduly harsh and oppressive to me and my interests in future employment with an *Attest Client*. Further, I acknowledge and agree that because of, among other things, the importance of the *Deloitte Entities* remaining in compliance with applicable independence rules, such approval may be withheld by *Independence* in the event that my employment with an *Attest Client* would, in the view of Deloitte LLP, be inconsistent with applicable laws, rules and regulations or jeopardize the independence of a *Deloitte Entity* with respect to such *Attest Client*.

**15. Restrictions re: Personnel and Contractors.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or hiring or of any of its *Personnel* or contractors of the *Deloitte Entities*, or my participation in their hiring, admission or retention, would necessarily involve the unauthorized use or disclosure of *Confidential Information* or the proprietary relationships and goodwill of the *Deloitte Entities*. Accordingly, during my *Employment* and for one year thereafter, I will not, directly or indirectly, (a) solicit or attempt to solicit, or participate in the solicitation of or any attempt to solicit any *Personnel* to leave a *Deloitte Entity*, or to join any firm or business with which I may be or become affiliated; (b) participate in the hiring or admission of any *Personnel*; or (c) cause a contractor of a *Deloitte Entity* to cease providing services to, with, or on behalf of the *Deloitte Entity*.

**16. Post- Employment Restrictions re: Deloitte Property.** Upon termination of my *Employment*: (a) I will not use or disclose *Deloitte Property*, including, but not limited to, *Confidential Information* and *Works*, for any purpose; (b) I will not retain or take with me any *Deloitte Property*; (c) I will immediately deliver to a *Deloitte Entity* at any location that it designates, at my expense, within one business day after the termination of my *Employment* or on an alternate date designated by a *Deloitte*

*Entity*, any *Deloitte Property* that I may then or thereafter hold or control; and (d) I agree to allow a *Deloitte Entity* to inspect any of my personal or home computers, including smart phones, tablet computers, or any device, media or location capable of storing electronic data, to determine whether any *Deloitte Property* resides on such computers and to permit a *Deloitte Entity* to remove such *Deloitte Property*.

## **OTHER POST- EMPLOYMENT OBLIGATIONS**

**17. Transition of Work and Cooperation.** Upon termination of my *Employment* for any reason, I will cooperate with a *Deloitte Entity* in all matters relating to the completion of pending work and its orderly transfer. I will also cooperate fully with a *Deloitte Entity* in connection with any threat of or actual legal proceeding against a *Deloitte Entity* or any client, customer or licensor of a *Deloitte Entity* arising out of any matter with or of which I had contact or knowledge during my *Employment*.

**18. Notification of Post- Employment Obligations.** I agree that prior to accepting employment or affiliation with another firm or business I will advise such firm or business of my duties and obligations under this Employment Agreement. After my *Employment* ends, I agree that a *Deloitte Entity* shall be permitted to advise any firm or business with which I have accepted an offer of employment or affiliation concerning my duties and obligations under this Employment Agreement.

**19. Certification.** I agree that during or after my *Employment* I will, if requested, provide written certification in such form as the Employer may require that I have complied with my obligations hereunder, including, without limitation, those obligations set forth in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15 and 16 of this Agreement.

## **OUR ENFORCEMENT RIGHTS AND REMEDIES IN THE EVENT OF A BREACH**

**20. Equitable Relief and Attorney's Fees.** I acknowledge and agree that a breach of this Employment Agreement, including, but not limited to, a breach of my duties and obligations under the terms and conditions of Paragraphs 4, 5, 7, 8, 9, 10, 12, 14, 15 or 16 would cause irreparable harm to the *Deloitte Entities* and that, in addition to other remedies, the Employer on behalf of itself or another *Deloitte Entity* is entitled to a temporary restraining order, an injunction or other equitable relief to prevent any such breach. I also acknowledge that, to the extent permitted by law, a *Deloitte Entity* will be entitled to the payment of the *Deloitte Entities'* reasonable costs and attorney's fees incurred in enforcing this Employment Agreement. I also acknowledge that, to the extent permitted by law, the Employer may request that a court extend the one year period following the termination of my *Employment*, as provided in Paragraphs 12 and 15, to correspond with the period that I participated in activities prohibited by Paragraphs 12 and 15.

**21. Liquidated Damages: Client Fees.** I agree that in the event of a breach under Paragraph 12, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

**22. Liquidated Damages: Compensation.** I agree that the precise amount of damages flowing from a breach under Paragraph 15 would be impracticable or extremely difficult to ascertain in an actual amount. Therefore, I agree that in the event of a breach under Paragraph 15, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by or owed to any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

**23. Right of Inspection.** I agree to permit the Employer (or to use my best efforts to enable the Employer) to inspect my books and records (and the books and records of any entity which employs or is associated or affiliated with me), upon request and at reasonable times, to enable the Employer to confirm the calculations described above and to verify compliance with Paragraphs 12 and 15. The Employer shall keep confidential any proprietary information obtained, except as may be necessary or desirable to enable the Employer to enforce its rights under this Employment Agreement and except as may be required by any statute, court or administrative order to decree or government ruling or regulation.

**MISCELLANEOUS**

**24. Governing Law; Choice of Forum.** This Employment Agreement is deemed to have been executed in the Employer's office in **Hyderabad, Telangana, India** and will be construed and governed in accordance with the laws of the Republic of India without regard to its conflicts-of-law principles. You agree to submit to jurisdiction before any court of record in which the Employer's office to which you were assigned is located, or in which a breach of this Employment Agreement may occur, at the election of the Employer, and you waive any right to raise questions of personal jurisdiction or venue in any action the Employer may bring against you in any such court. You further agree to accept service of process/summons/legal notice from the Employer when that process/summons/legal notice is either sent to your last known address by certified mail or served by any other means permitted under the law of the jurisdiction in which the Employer may bring an action against you.

**25. Modifications.** My obligations hereunder may not be changed or modified, released, discharged, abandoned or terminated, in whole or in part, except by an instrument in writing signed by an *Authorized Signatory*.

**26. Severability.** Every provision of this Employment Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such term or provision will be enforced to the maximum extent permitted by law and, in any event, such illegality or invalidity shall not affect the validity of the remainder of the Employment Agreement.

**27. Blue-Penciling.** If any court determines that any provision of this Employment Agreement, or any part hereof, or the application of any such provision, or any part hereof, to any person or circumstance is unenforceable or void, such court shall have the power to modify such provision, or any part hereof, to the extent necessary to render it legal and enforceable while preserving its intent, or if such modification is not possible, by substituting therefore another provision that is legal and enforceable and that achieves the same objective.

**28. Waiver.** None of my obligations under this Employment Agreement shall be deemed to have been waived by the Employer except if the giving of such waiver is contained in a written notice given to me and no such waiver shall be deemed to be a waiver of any other or further obligation I have under this Employment Agreement.

**29. Entire Agreement.** This Employment Agreement, the Employer's employment application, the Terms and Conditions of Service issued pursuant to the offer of employment and any documentation employing me or transferring me to the Employer, contain the entire understanding between me and the Employer or any other *Deloitte Entity* with respect to the subject matter hereof and supersedes all prior representations, warranties, and agreements with respect to such subject matter, and no representations, warranties or other covenants exist with respect to such subject matter that are not contained or expressly referred to herein. Notwithstanding the foregoing, any written agreement between a *Deloitte Entity* and me with respect to the subject matter hereof that was signed by me prior to the effective date of this Employment Agreement shall remain valid and enforceable according to the terms of such agreement with respect to all acts and omissions occurring prior to the effective date of this Employment Agreement. In the event of a conflict between this Employment Agreement and the employment application or any other document purporting to set forth terms and conditions of my *Employment*, this Employment Agreement will control.

**30. Transfer and Assignment.** Unless as the Employer shall otherwise determine, the rights, obligations and benefits of the Employer under this Employment Agreement, including but not limited to those rights and benefits relating to my post-Employment obligations set forth in this Paragraph 30 and in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19 and 23 above, are transferred and assigned, in whole or in part (as the Employer shall determine) and without the need for my consent or the formality of documentation or prescribed processes, to (a) any *Deloitte Entity* in connection with my transfer to that *Deloitte Entity* or (b) any entity that acquires all or a part of the assets or business of the Employer. All provisions of this Employment Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, representatives, successors, and assigns of the Employer and me, and any *Deloitte Entity* to which I may be transferred during my *Employment*, provided, however, none of my duties or obligations under this Employment Agreement may be assigned or transferred by me to any other person or entity without the Employer's prior written approval of such assignment or transfer. Any purported assignments in violation of this Paragraph 30 shall be null and void.

**31. Headings.** The headings contained in this Employment Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Employment Agreement.

I have read the foregoing, understand it, and agree to comply with its terms.

**For Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
 6718FF75DA89400...

Pooja Madhani

**Talent**

**Authorized Signatory**

Effective as of , I accept all the terms and conditions of the Employer as stipulated in this Employment Agreement.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

**EXHIBIT A**

The definitions below apply to the italicized terms that appear in the Employment Agreement (including the exhibits):

**Attest Client** – attest client (or an affiliate of such client) of Deloitte & Touche LLP or a *Deloitte Entity*.

**Authorized Signatory** – a director, officer or other person who is authorized to sign on behalf of a *Deloitte Entity*.

**Confidential Information** – any information not generally known to the public, in any *Form*, that (1) relates to the operation of a *Deloitte Entity* or provides the *Deloitte Entities* with a competitive advantage, (2) consists of Personally Identifiable Information (*PII*) or other personal information about *Personnel*, client and other third party personnel, independent contractors, subcontractors, agents, vendors, suppliers or others which the Employer or another *Deloitte Entity* receives in the course of business, and (3) all other information entrusted to the Employer or another *Deloitte Entity* by clients and other third parties. *Confidential Information* includes, but is not limited to, *Intellectual Property*, supplier information, designs, business or marketing plans, forecasts and financial information, tax returns, tax identification numbers, agreements, client or prospective client lists, specific information about clients or prospective clients such as preferences for specific products and services, client or prospective client needs based on financial history and past purchases of services, client or prospective client development plans, specific rates charged to a client or offered to a prospective client and other business or client records. *Confidential Information* also includes, but is not limited to, debit or credit card information, employment applications, organization charts, performance ratings and other personnel records.

**Deloitte Entity** – the Employer, Deloitte LLP, and any corporation, company, partnership, limited liability company or other entity (a) that (i) is owned, directly or indirectly, in whole or in part, by Deloitte LLP (the “Deloitte U.S. Firms”), including but not limited to Deloitte LLP subsidiaries in India, the Deloitte Touche Tohmatsu verein, Deloitte Global Services Limited, Deloitte Global Services Holdings Limited, Deloitte Touche Tohmatsu Limited (“DTTL”) or any member firm of DTTL or affiliate thereof (collectively, the “DTTL Member Firms”) or (ii) controls, is controlled by or is under common control with any of the entities listed in clause (i); or (b) in which any *Personnel* participated on its behalf, or carried out any duties with respect to its affairs. For purposes of this Employment Agreement, the term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract, or otherwise.

**Deloitte Property** – *Confidential Information*, *Systems*, equipment, debit and credit cards issued in connection with my *Employment*, furniture, facilities and any and all other materials owned, licensed or leased by a *Deloitte Entity*, including, without limitation, computerized or electronic information and all copies thereof in any form or media, created by, furnished to, obtained by or prepared by me in the course of my employment in any capacity.

**Deloitte India (Offices of the US)** - The following companies shall be deemed to be the affiliates of each other and are collectively referred to as Deloitte India (Offices of the US): (i) Deloitte Consulting India Private Limited (ii) Deloitte Tax Services India Private Limited (iii) Deloitte Support Services India Private Limited (iv) Deloitte Financial Advisory Services India Private Limited and (v) Deloitte & Touche Assurance & Enterprise Risk Services India Private Limited.

**Electronic Communications** – all text, audio, video, images, information, data, files and attachments created, displayed, sent, received, posted, accessed or stored, whether deleted or not, by means of the *Systems*.

**Employment** – the nature of my relationship with the Employer or a *Deloitte Entity* pursuant to this Employment Agreement. Alternatively, and depending on context, *Employment* is the period of time during which this relationship persists.

**Form** - paper, computer disc, USB drive, website; any other tangible or electronic medium by which information may be stored or accessed; and human memory.

**Independence** – National Office (Independence) of Deloitte LLP.

**Intellectual Property** - works of authorship (including, without limitation, books, articles, data compilations, software and other copyrightable materials), materials, patents, inventions, designs, techniques, methodologies, processes, discoveries, know-how, ideas, trade secrets, moral rights, trademarks and other indicia of origin together with the goodwill therein, and all patent applications, copyright and trademark applications and registrations, and extensions and renewals thereof, throughout the world.

**Intellectual Property Rights** – all rights, title and interest in Intellectual Property.

**PCAOB** – the United States Public Company Accounting Oversight Board.

**Personal Creations** – *Intellectual Property* that meet all of the following criteria: (1) it is conceived, developed, and created by me on my own time without using *Deloitte Property* or *Personnel* (during work hours), facilities, *Confidential Information* or *Works* of a *Deloitte Entity*, (2) it is unrelated to the actual or reasonably anticipated business or research and development of a

*Deloitte Entity*, and (3) it does not result from any work performed by me and the *Personnel* (during work hours) for a *Deloitte Entity*.

**Personnel** – partners, principals, members, officers and employees of a *Deloitte Entity*.

**PII** – information (excluding business contact information such as an individual's name and one or more of the following: organization name, organizational title, organizational role, business address, business telephone number (including business cell phone number and business email address) relating to an identified or identifiable natural person. An identifiable natural person is a natural person who can be identified, directly or indirectly, by reference to an identification number or factors specific to his or her physical, physiological, mental, economic, cultural or social identity. Set forth below is a non-exclusive list of information that constitutes PII when such information relates to an identified or identifiable natural person:

- Account number (bank account, credit card, etc.)
- Address
- Biometric identifier
- Certificate or license number
- Date of birth
- Government identifiers (such as PAN)
- Name\*
- Personnel Number
- Photograph or video identifiable to an individual
- Vehicle identifier or serial number
- Other information related to an individual that may directly or indirectly identify that individual (e.g., salary, performance rating, purchase history, call history, etc.)

\* Note: When an individual's name is used with PII that is not business contact information, it is included in the definition of PII.

**Pre-existing Agreements or Arrangements** – agreements or arrangements that (1) relate to any *Pre-existing Creations*; or (2) may affect my ability to comply with the requirements of this Employment Agreement, including all contractual and other restrictions or obligations with other parties, including any post-employment restrictions and required notifications to the extent applicable under 18 United States Code §207, CFR 3.104-4, and India laws, rules and regulations that may or will impose limitations on my professional activities during my *Employment* (such as any non-compete agreements with prior employers and the one-year ban on lobbying contacts).

**Pre-existing Creations** – any *Intellectual Property* and *Intellectual Property Rights* that were developed or created by me, alone or with others, or otherwise acquired by me, before the period of my employment in any capacity with the Employer, in which I claim any ownership or right.

**Proceedings** – past or pending (1) actual or threatened claims or complaints of, or arising out of service to, present or former clients, (2) regulatory, self-regulatory, disciplinary, administrative, civil or criminal investigations, inquiries, charges, complaints, actions, sanctions, alternative dispute resolution proceedings, other proceedings or matters (other than criminal proceedings which relate solely to the operation of a motor vehicle) of any kind or nature, in India or any other jurisdiction, against me, including criminal proceedings arising out of my provision of professional services, proceedings brought by a professional association, or proceedings involving the Securities and Exchange Board of India, United States Securities and Exchange Commission or the PCAOB, other professional bodies like the Institute of Chartered Accountants of India or (3) matters of any kind or nature which could adversely affect my association with the Employer or my ability to perform my duties or responsibilities to the Employer, whether set forth in this Employment Agreement or otherwise, or my registration with or licensure by any governmental, quasi-governmental, or other regulatory agency, body or entity, in or outside the United States or India.

**Systems** – the communications systems or any part of such systems that a *Deloitte Entity* owns, licenses or operates and approves for use, including, but not limited to, e-mail, text messaging, Lotus Notes, Deloitte Online (eRoom), instant messaging, local area network, wide area network, Intranet (e.g., DeloitteNet, D Street), Internet, extranet, collaborative tools (e.g., blogs, wikis, etc.), laptop and desktop computers, servers, air cards, Personal Digital Assistants, cell phones, telephones and voicemail.

**Works** – all *Intellectual Property*, in any *Form*, created by me, alone or with others, during the period of my *Employment* that (1) is created within the scope of my *Employment*; (2) relates in any manner to the actual or anticipated business, research, or development of a *Deloitte Entity*; (3) results from any work assigned to or performed by me, alone or with others, for the Employer; or (4) is created with the use of *Deloitte Property*.

**EXHIBIT B****Pre-existing Creations; Pre-existing Agreements or Arrangements**

I understand and agree that the Employer makes no attempt to verify my claim of ownership to any of the *Pre-existing Creations* listed, and makes no admission that any *Pre-existing Creations* listed are owned by me.

[If yes, please enter details below]

Yes, I do have *Pre-existing Creations*, *Pre-existing Agreements or Arrangements*

No, I do not have *Pre-existing Creations*, *Pre-existing Agreements or Arrangements*

<b><u>Title</u></b>	<b><u>Date</u></b>	<b><u>Brief Description</u></b>
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\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Print)

ACCEPTED AND AGREED TO:

**Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
6718FF75DA89400...

Pooja Madnani

**Talent**

Its: *Authorized Signatory*

\_\_\_\_\_  
Date

An *Authorized Signatory's* signature is required only if *Pre-existing Creations* or *Pre-existing Agreements* or *Arrangements* are listed pursuant to Paragraphs 2 and 11 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment made in light of Paragraph 2 that *Pre-existing Creations*, if any, are described and explained in sufficient detail so that the likelihood of confusion between the employee's *Pre-existing Creations* and the *Intellectual Property* of a *Deloitte Entity* can be avoided or minimized in the future and further indicates that the *Pre-existing Agreements* or *Arrangements* have been obtained and reviewed and that the *Authorized Signatory* is satisfied that such *Pre-existing Agreements* or *Arrangements* will not interfere with the employee's ability to comply with the requirements of this Employment Agreement.



**EXHIBIT C**

**Proceedings**

[none, unless otherwise specified]

Yes, I do have *Proceedings* to report

No, I do not have *Proceedings* to report

My signature below certifies that to the best of my knowledge, the information I have provided above, pursuant to Paragraph 3, is complete and accurate.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

**EXHIBIT D**

**Exceptions to Post-Employment Restrictions: re: Clients**

[none, unless otherwise specified]

As specified in Paragraph 13, I agree that after a period of three (3) years from my start date or the date of my employment, as the case may be, the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on Exhibit D to support the application of the obligations of Paragraph 12 to those clients.


Yes, I do have  
Post-Employment Restrictions  
re: Clients

No, I do not have  
Post-Employment Restrictions  
re: Clients

<u>Name of Client</u>	<u>Specified Kind of Services(s) Permitted</u>
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ACCEPTED AND AGREED TO:

**Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
6718FF75DA89400...

Pooja Madnani

**Talent**

Its:     Authorized Signatory	_____
	Date

I have read and understood the above policy terms.

_____ Signature	_____ Name	_____ Date
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A n *Authorized Signatory's* signature is required only if information is provided pursuant to Paragraph 13 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment that criteria in Paragraph 13 have been fully satisfied, the clients listed have been properly identified, and the kinds of services permitted have been described with sufficient specificity.

## Terms and Conditions of Service

In continuation to our offer of employment with **Deloitte Tax Services India Private Limited** (the "Employer"), please note the terms and conditions of service.

The italicized terms in these Terms and Conditions of Service are defined in **Exhibit A** of the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement hereto.

### Terms of Service

#### 1. COMPLIANCE WITH INDEPENDENCE, ETHICS AND OTHER REQUIREMENTS

Deloitte & Touche LLP performs attest services for certain of its clients and is subject to the independence requirements of, among others, the United States Securities and Exchange Commission (SEC), the United States Public Company Accounting Oversight Board (PCAOB), and the American Institute of Certified Public Accountants (AICPA). These requirements mandate that certain of the Employer's employees and their relatives be independent of some or all of such attest clients and their affiliates in accordance with the policies of Deloitte LLP and its subsidiaries (the "Deloitte US Entities").

Upon joining the Employer, you will be asked to review a listing of the attest clients and the affiliates of such clients of certain of the Deloitte US Entities and disclose relationships or financial holdings that you or your relatives may have that could affect the independence of the Deloitte US Entities. Any relationships or holdings that conflict with, among other things, the requirements of the SEC, the PCAOB or the AICPA or the independence or ethics policies of the Deloitte US Entities will need to be resolved immediately. Further, you will be required to comply with these policies throughout your career with the Employer, including, when applicable, maintaining a current list of certain of your financial interests (but not their value) in the independence tracking system.

As a condition to your joining the Employer and continued employment, you are required to complete a representation regarding your understanding of, and compliance with, independence and other matters, on a periodical basis (as requested beginning on or prior to the date of you joining the Employer, annually thereafter, and upon certain changes in your role in the Employer), the details of which are provided in the independence representation. An example copy of this representation form is available for your reference on [www.deloittenet.com](http://www.deloittenet.com). The representation should be made to the best of your knowledge and ability. It is your responsibility to consult on any matter should you be uncertain or have a question. You are also requested to refer to [www.deloittenet.com](http://www.deloittenet.com) and *Independence* for more information in this respect. The representations made by you will be subject to an audit and may be reviewed by Deloitte LLP representatives and shared with certain third parties. If you are selected for such an audit, you will need to submit certain personal financial records to Deloitte LLP's internal audit team. Please be assured that Deloitte LLP fully intends to keep all information obtained through the audit process confidential and secure. You hereby give your consent to Deloitte LLP to use the information provided by you for such purposes as provided in the policies regarding independence and ethics.

In the event you (i) do not cooperate or comply with the independence requirements, or (ii) do not complete the necessary representations, or (iii) make inaccurate representation(s); you may be subject to disciplinary action including and up to termination of employment with the Employer.

Please feel free to contact or consult *Independence* should you require any further information or if you have any specific concerns in this respect.

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#### 2. NON DISCLOSURE, NON SOLICIT AND INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AGREEMENT ("Employment Agreement")

You will be expected to sign the Employer's Employment Agreement. Please contact Talent for further details.

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#### 3. HARRASSMENT POLICY

**Administrative Policy Release ("APR") 213** is the Employer's policy prohibiting harassment. Deloitte LLP's subsidiaries located in India ("Deloitte India (Offices of the US)") are committed to providing a working environment that is free from harassment based on caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis, in accordance with applicable Indian central, state or local law. Expressly forbidden are unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Depending on the circumstances, such harassment may also include conduct such as stereotyped or demeaning remarks or gestures or the display or circulation, whether in writing or electronically, of materials or pictures offensive to persons because of their caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis in accordance with applicable Indian central, state or local law. The full policy will be accessible to you on DeloitteNet after joining Deloitte U.S. India.

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#### 4. WORKING HOURS, HOLIDAYS, LEAVES AND MATERNITY BENEFITS

You will be provided with your standard working hours, which may vary over the course of your career. The Employer may, from time to time, subject to applicable laws, require the employee to work beyond these hours.

You shall be entitled to paid holidays and leave as per the Employer's policies.

Women employees are eligible for maternity benefits as per the recent amendments (2017) in the maternity benefit act, 1961, including having 26 weeks of maternity leave with pay, as applicable.

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#### 5. RETIREMENT AGE

The age of retirement for employees of Deloitte India (Offices of the US) is 60 years. Your employment will therefore automatically terminate at the end of the month in which you attain 60 years.

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#### 6. TRANSFERS

You may be transferred, assigned, or asked to attend training at the offices of a Deloitte Entity or its clients or third parties in India or abroad with or without additional compensation. In such an event, you will also be governed by the terms and conditions of service applicable to the transfer, assignment, or training.

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#### 7. NOTICE PERIOD FOR TERMINATION OF SERVICES

The notice period for termination of your services is **60 Days** by either side and/or salary in lieu of notice period on part of the Employer only.

The Employer expects all employees to maintain the highest standards of professional conduct at all times.

In order to assure orderly operations and provide the best possible work environment, the Employer expects you to follow rules of conduct that will protect the interests and safety of all personnel, including but not limited to the Code of Ethics and Professional Conduct.

In the event of any breach of the Code of Ethics and Professional Conduct, non-performance of a contractual obligation or the terms and conditions laid down in this Annexure, or if you engage in any misconduct whether or not in connection with or affecting the business or affairs of the Employer or the work conduct, as specified by Employer, you will be subject to disciplinary action up to and including termination of your services/ employment with the Employer without any notice or payment in lieu of notice notwithstanding any other terms and conditions stipulated herein.

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#### 8. MISCONDUCT

Misconduct may include but is not limited to:

- Irregular attendance: repeated or excessive absence, tardiness or early departures/ late comings without approval.
- Unreported or unapproved absence (including overstay of leave) for more than five consecutive days or deviation from assigned and accepted schedule for more than five days.
- Falsification or manipulation in background verification process or employment records, employment information, or other records prior to or after joining the Employer.
- Falsification or manipulation of Deloitte Time & Expense (DTE).
- Knowingly providing false statements, either verbally or in written form.
- Neglect of normal duties and functions.
- Practices such as reading personal materials during working time, having obscene or inappropriate posters or screen savers at your work station, playing games at your work station, etc.
- Continued discharge of work functions that do not meet the standards reasonably expected.
- Breach of the confidentiality provision in the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement including disclosing to any unauthorized person any *Confidential Information* or *PII*.
- Willful insubordination or disobedience, whether or not in combination with another, of any lawful and reasonable instructions of any member of management or any authorised person.
- Engaging in unapproved outside employment and activities as defined in APR 218 (US & IND)

([https://deloitte.net.deloitte.com/About/Policies/Admin/Pages/218\\_OutsideEmploymentActivities\\_US.aspx](https://deloitte.net.deloitte.com/About/Policies/Admin/Pages/218_OutsideEmploymentActivities_US.aspx)).

- Installing, downloading, copying or duplicating any unauthorized or unlicensed software, programs, games, or attachments on any computer system of the Employer or of any *Deloitte Entity* or its clients.
- Engaging in any illegal activities.
- Workplace violence, including threats of physical violence.
- Corporate credit card delinquencies.
- Causing damage to the property of the Employer, any *Deloitte Entity*, its clients, or their respective personnel
- Going on or abetting a strike in contravention of any law.
- Theft of any property belonging to another, the Employer or any *Deloitte Entity*, or their respective personnel, clients, or visitors
- Possession of firearms, explosives, knives or any instruments that can be used as an injurious or deadly weapon in the workplace or at any *Deloitte Entity* sponsored event.
- Corruption, fraud, or misappropriation of funds.
- Failure to comply with the policies, guidelines, rules and regulations of the Employer or a *Deloitte Entity* as applicable.
- Excessive personal use of the Employer's telephone, fax or computer systems.
- Failure to adhere to applicable laws.
- Any act prejudicial to or in conflict with the interests of the Employer or a *Deloitte Entity*.

The above terms and conditions are based on, and should be read in conjunction with, the Employer's policies, guidelines, procedures and other rules currently applicable, including but not limited to Administrative Policy Releases (APRs) and Deloitte India (Offices of the US)'s other policies, guidelines, rules, and regulations. The above rules are subject to amendments from time to time and the amended rules, policies, procedures, and guidelines would be posted on the Employer's Intranet site i.e. <https://deloitte.net.deloitte.com/Pages/Home.aspx> for employee reference. The policies will be updated from time to time in the future and we deem to have your consent to any and all such changes. Furthermore, upon acceptance of employment with the Employer, you may be requested to read and acknowledge acceptance of various policies and guidelines of the Employer. It is expected that you will read and acknowledge all such communications.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name



### Training Agreement

On behalf of **Deloitte Tax Services India Private Limited**, please accept our congratulations on your recent offer of employment to join the Company as **Tax Consultant I** pursuant to the terms and conditions of your offer letter dated **August 26, 2024**. You made a very favorable impression with everyone you met and we are excited about the possibility of you joining the Company.

As you may be aware, as a condition of employment with the Company, you may be required to travel Overseas to attend a series of training sessions for a period of up to 90 days. This training will be a combination of classroom procedural training as well as on-site training to observe employees conducting similar work at various client locations. This training represents the confidence we have in your ability to be a valuable member of the practice of the Company.

As per Company policy, we kindly bring to your attention that all employees attending training overseas are required to sign a Training Agreement which will obligate the employee to repay a calculated amount of the costs associated with the training, only if the employee resigns his/her position or are terminated for cause within a specified period after completion of the training (usually between 6 to 18 months). This repayment obligation disappears after the specified period of time has lapsed. We all look forward to seeing you again soon and having you join our team of outstanding professionals.

Sincerely,

For **Deloitte Tax Services India Private Limited**

DocuSigned by:

*Pooja Madhani*

6718FF75DA89400...

By:

Signature

**Authorized Signatory**

**Deloitte Tax Services India Private Limited****Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District, CIRCLE 3, Hyderabad - 500032, Telangana, India****Tel: +91 040 67621000**  
**www.deloitte.com****Subject: Offer of Employment****Dear MOHAMMED ALI G H**

On behalf of **Deloitte Tax Services India Private Limited** (the "Employer" or "Company"), I am pleased to confirm our offer of employment to you as **Tax Consultant I** based in **Hyderabad**.

We extend this offer, and the opportunity it represents, with great confidence in your abilities. You have made a very favorable impression with everyone you met and we are excited with the prospect of you joining our organization on **OCT 12, 2022**.

Your immediate manager will communicate details of your role and work responsibilities in the initial weeks of your joining the Employer. During your employment, the Company may require you to work on any project that you are assigned to, on any technical platforms/skills and nature of the project, in differentiated work timing, at designated work space and location as may be decided by the company.

As part of your annual compensation, you will receive a Total Salary of **760000** and, will be eligible for a performance linked variable bonus. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount could vary depending upon the business and individual performance each fiscal year and, in some situations, could exceed the payout range indicated. Any amounts paid will be subject to statutory and other deductions as per Employer policies and practices. The details of your compensation breakdown are provided in the attached Annexure A.

As an incentive to join the Company, you are eligible to receive a joining bonus of **Rs./₹ 100,000/-** subject to your reporting for full-time employment on **OCT 12, 2022**.

. This amount will attract applicable taxes and will be processed as part of your first month's payroll. You will have an obligation to repay the entire amount of your joining bonus if you resign your position or are terminated for cause by the Company within **12 months** of your start date.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

Your employment with us will be governed by the Terms and Conditions as detailed in **Annexure B**, as well as any and all rules, regulations, guidelines, policies and practices of the Employer, which may be amended from time to time. Deloitte LLP and its U.S.-based subsidiaries (the "Deloitte U.S. Firms") requires their employees to make the necessary representations regarding independence and other matters. Because the Employer is an Indian subsidiary of Deloitte LLP, we must also comply with these independence requirements. Accordingly, this offer is conditional upon you agreeing to make such representations under the Employer's Independence Representations requirements, as further explained in **Annexure B**.

Your compensation details are confidential, and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization. We would like you to join the Employer on, or an alternative mutually agreed upon date.

This offer letter, together with the Annexures described herein, and the Non-Disclosure, Non Solicit and Intellectual Property Rights Assignment Agreement, the Information Security Policy (which you are required to sign upon joining), constitute the entire agreement between the parties with respect to the subject matter of this offer, and supersedes all other previous or contemporaneous oral or written representations, understandings or agreements relating to the subject matter of this offer between you and the Employer or its affiliates.

In compliance with applicable laws, Deloitte India (Offices of the US) provides its professionals with home pick-up and drop transport services within **pre-defined** boundary if their shift timings are between 8:30 p.m. - 6:00 a.m. in Hyderabad, 9:00 p.m. - 6:00 a.m. in Mumbai, Pune; 7:00 p.m. - 6:00 a.m. in Gurugram, 8:00 p.m. - 6:00 a.m. in Bengaluru, Chennai, and Kolkata.

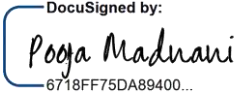
This letter and **Deloitte Tax Services India Private Limited** employment application are intended to be final. To accept the offer and the terms of this letter, please sign below in the space provided within three business days.

everyone you have interviewed with joins me in extending to you congratulations and warm regards. We look forward to you joining our team.

Sincerely,

**For Deloitte Tax Services India Private Limited**

Best regards,

By:   
Signature

**Authorized Signatory**

**Acceptance**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



**Annexure A****Tax Consultant I -**

<b>Description</b>	<b>Monthly</b> (Rs. per month)	<b>Annual</b> (Rs. per Annum)
Basic Pay	<b>17,500</b>	<b>210,000</b>
House Rent Allowance (HRA)	<b>8,750</b>	<b>105,000</b>
Special Allowance <sup>1a &amp; 1b</sup>	<b>11,867</b>	<b>142,404</b>
Leave Travel Allowance <sup>2</sup>	<b>1,750</b>	<b>21,000</b>
Differential Allowance	<b>5,833</b>	<b>69,996</b>
Meal Card <sup>3</sup>	<b>2,200</b>	<b>26,400</b>
Employer's contribution to PF	<b>2,100</b>	<b>25,200</b>
<b>Total Salary (in Rs.)</b>	<b>50,000</b>	<b>600,000</b>
Variable Bonus*	You are eligible for a performance linked variable bonus. It will be paid out at the end of the fiscal year, as applicable and on the basis of your individual performance and performance of the business	
Medical Insurance Premium <sup>4</sup>	<b>3,014</b>	<b>36,167</b>

\*The Variable Bonus will vary, primarily based on your individual performance and the performance of the business, during the Employer's fiscal year which is June through May. Your performance will be formally assessed as a part of the Employer Performance Review Cycle Process. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount will vary depending upon the business and individual performance and in some circumstances, could exceed the payout range indicated. The performance of all the employees who have joined the Employer prior to March 1st will be assessed for the fiscal year ending in May. The disbursement of a Variable Bonus, if applicable, is subject to you being active on the rolls of the Employer, during the Annual Incentive Program payout cycle for the fiscal year. For employees joining during the period March 1st to May 30th, a prorated Variable Bonus, if applicable, will be based on the first year-end review ratings in the subsequent year and paid during the Annual Incentive Program payout cycle of that year. The Variable Bonus will not be paid in the event of termination of employment for any reason on or before the disbursement time. The application and interpretation of, and any determinations related to, the Variable Bonus is at the sole discretion of Employer. Employer may amend or terminate the Variable Bonus at any time. All compensation and benefits are based on employee's position with the Employer in India.

Contd/-....

Annexure A

<sup>1</sup>All employees may claim tax exemption, subject to tax rules from time to time, from their Special Allowance component, expenses incurred towards communication and Driver / Fuel & Maintenance Expenses as per eligibility mentioned below:

**Employee Level -  
Tax Consultant I**

<sup>1a</sup>Communication Expenses

<sup>1b</sup>Fuel Expenses

*Only one Post paid mobile, one Land Phone  
and One internet connection bill(s) can be  
claimed.*

*Petrol / Driver / Insurance / Repairs &  
Maintenance*

**Rs./₹ 3,000/-** per month

**Rs./₹ 7,500/-** per month

<sup>1a</sup> The internet/telephone/mobile bills should be in the Employee's name.

<sup>1b</sup> For claiming vehicle running expenses (Driver / Fuel / Repairs & Maintenance expenses) the vehicle has to be in the name of the Employee and the current tax rules are as under. The above limits will be applicable for all those who are on company car lease program and the below limits will apply for all those who are on self-owned car. In case of company leased car, taxability would be as per the current perquisite valuation rules.

Nature of Expenses	Own Vehicle –Maximum Tax exemption limit per month		
	4 Wheelers (Engine Capacity)		
	<= 1600 cc	> 1600 cc	Two Wheelers
Fuel & Maintenance	Rs. 1,800	Rs. 2,400	Rs. 900
Driver's Salary	Rs. 900	Rs. 900	Not applicable

All employees at and above **Senior Staff** are eligible for the company car lease program. If you choose to avail of this benefit, the amount towards lease rental will be paid by the firm on your behalf to the leasing company and your compensation structure will be adjusted accordingly. A revised letter with the new compensation structure will be issued that will supersede this letter for all practical purposes.

<sup>2</sup> The Leave Travel Allowance (LTA) will be paid on a monthly basis as an allowance with tax deducted at source. If you choose to avail the tax benefit on LTA, you should submit proof of expenses incurred by you for Self and / your immediate dependents. The taxability or otherwise of LTA will be as per the Income Tax Act 1961, details of which will form part of the LTA Form.

<sup>3</sup> Meal Card amount will be credited at the start of each month and for the first month (For New Hires) prorated amount will be processed as part of payroll. If not collected, it will be processed as a taxable amount with the salary.

<sup>4</sup> Annual Floating Medical Insurance Coverage for self and **6 dependents** is being paid by the Employer on your behalf. The premium amount is subject to change every year post renewal of insurance policy. In case you opt for an enhancement of the coverage limit, the additional premium will be adjusted accordingly from the special allowance.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

You may also be eligible to either a One-time Stipend or a temporary lodging basis joining the registered office location, you will receive a survey from Deloitte prior to your joining.

You may select the best option for availing the relocation assistance. If an employee who has availed this reimbursement decides to quit within 18 months from the date of relocation claim for whatever reason, the relocation reimbursement paid to the employee will be recovered in full, from the employee's full and final settlement.

By joining the Company, you will become a member under the 'Deloitte USI Employees Welfare Trust' and may be required to make a nominal contribution as a member.

Original bills towards the above components should be submitted during the Income Tax fiscal period evidencing the expenditure to get Income Tax exemption, failing which the same will attract applicable Income Tax.

Submission of false, tampered or altered bills as proof of expense for any of the above components will result in disciplinary action including termination of employment.

**Your compensation above is subject to income tax deduction per rules and guidelines prescribed under the prevailing tax laws. This may change from time to time in line with the amendments done in tax laws.**



## Annexure B

### **Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement ("Employment Agreement")**

In consideration of my employment by **Deloitte Tax Services India Private Limited**, an Employer incorporated under the provisions of the Companies Act, 1956 and having its registered office **Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District, CIRCLE 3, Hyderabad - 500032, Telangana, India** (the "Employer") as **Tax Consultant I** - and other valuable consideration, I acknowledge and agree that:

#### **PRELIMINARY MATTERS**

**1. Defined Terms.** The italicized terms in this agreement (the "Employment Agreement") are defined in **Exhibit A** hereto.

**2. Pre-existing Agreements or Arrangements.** I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Agreements or Arrangements*. The Employer expects me to abide by all restrictions or obligations that are contained in such Pre-existing Agreements or Arrangements and to avoid involvement, while employed by the Employer, in any matter that could pose a conflict as a result of confidential information or intellectual property obtained by me prior to my *Employment*. I further represent that none of these restrictions or obligations, including those set forth in any non-compete agreements with prior employers, is inconsistent with my acceptance of the Employer's offer of *Employment* or my becoming, and serving as, **Tax Consultant I** of the Employer. To the extent applicable and if I am joining the Employer after having served as an employee or official of the United States Government, I further represent that: (1) I have disclosed my prior participation, if any, in any discussions or negotiations with, or decisions to award contracts to, the Deloitte U.S. Firms while I was employed by the United States Government; and (2) I had either recused myself or had not played an active role in the applicable United States Government agency's decision to award any contracts to the Deloitte U.S. Firms while I was employed by the United States Government.

#### **PROTECTION OF OUR BUSINESS**

**3. Reporting of Proceedings.** Except as provided by law and except as I have disclosed in writing on **Exhibit C** to this Agreement, I represent and warrant that I have no *Proceedings* to report. Should I become a subject of any *Proceedings* during my association with the Employer, I agree to immediately report, in writing, all relevant facts to the Chief Talent Officer of Deloitte LLP, the Regional Talent Director of the Employer, and the Chief Ethics and Compliance Officer of Deloitte LLP. I understand that my responses are subject to audit and review by the Employer and others in accordance with applicable professional, ethical, legal, or Employer requirements, rules, regulations, policies, or practices, or other requests.

**4. Confidentiality.** I acknowledge that, by virtue of my *Employment*, I will acquire and be exposed to, have access to, make use of and/or create *Confidential Information*. Therefore, I agree to hold in trust and confidence all such *Confidential Information*. I will neither disclose any such *Confidential Information* to anyone outside a *Deloitte Entity* without the prior written approval of an *Authorized Signatory*, except as required by my authorized duties for the Employer, nor use any such *Confidential Information* for any purpose other than for the benefit of a *Deloitte Entity*.

**5. Third Party Information and Property.** I agree that during my *Employment*, I shall not use or disclose any confidential information or intellectual property of any former employer or other person or entity without the prior written authorization of such employer, person or entity and the prior written consent of an *Authorized Signatory*. If I were to use or disclose any such Confidential Information or Intellectual Property without prior consent, and any of the *Deloitte Entities* become the subject of any claim from a third party regarding such unauthorized use or disclosure, I agree to hold harmless and indemnify the *Deloitte Entities* for any legal defense costs and/or damages related to any such claim.

**6. Authorization.** Only employees of the Employer holding a senior or managerial position with the Employer will be authorized by a specific authorization, delegation, or power of attorney to sign legal documents, representing the Employer. Similarly, only such authorized employees of the Employer may speak about the Employer, the business and plans, various client-related projects etc.

**7. Competing Activities and Conflict of Interest.** During the period of my *Employment* I will not, directly or indirectly, participate in or in any way render services or assistance to any business that is or may be competitive with a *Deloitte Entity*, whether or not for compensation, or engage in any conduct which might result in, or create the appearance of using my position for private gain or other than for the benefit of a *Deloitte Entity*, or otherwise create a conflict, or the appearance of a conflict, of interest with a *Deloitte Entity*. Such conduct shall include, but not be limited to, having an undisclosed financial interest in any vendor or supplier of a *Deloitte Entity*, accepting payments of any kind or gifts other than of a nominal value from vendors, clients or suppliers, or having an undisclosed relationship with a family member or other individual who is employed or

associated with any entity in active or potential competition with a *Deloitte Entity*, and which creates a conflict of interest. I represent and warrant that I am not currently aware of any present or past violation of this provision.

**8. Authorization to Access Systems and Electronic Communications and use of Deloitte Property.** I understand that while employed with a *Deloitte Entity*, I will use and have access to the Systems. I also acknowledge that a *Deloitte Entity* has the right at any time to access, retrieve, delete, monitor, examine, use and/or disclose my Electronic Communications and information from (or about) me and the content, without notice to me, and that such *Electronic Communications* are considered part of a *Deloitte Entity's* business and client records and are not to be considered private or personal to me or any other *Personnel*. I further acknowledge that this right extends to *Electronic Communications* transmitted for either a business or personal purpose.

I agree that I am authorized to access the *Systems* only for approved business purposes and occasional personal use if such use does not interfere with my work responsibilities and other required business activities, business operations, or *Systems* performance. However, I also acknowledge that such occasional personal use does not create an expectation of privacy as to any of my personal *Electronic Communications* and, as such, are *Deloitte Property*.

I further acknowledge that I am not authorized to use the *Systems* for personal gain or any illegal or unethical use. I agree that under no circumstances am I authorized to access any of the *Systems* for the purpose of obtaining *Deloitte Property* for a competitor of a *Deloitte Entity*, transmitting *Deloitte Property* to me (e.g., emailing *Confidential Information* to my personal email address) or to a third party for purposes other than furthering the business objectives of a *Deloitte Entity*. I am not authorized to download a *Deloitte Entity's Confidential Information* or other *Deloitte Property* to removable media such as a CD Rom, disk or thumb drive other than as authorized for furthering the business objectives of a *Deloitte Entity*.

I will be responsible for the safe keeping and return in good condition and order of all the *Deloitte Property* that may be in my use, custody, care or charge. For the loss of any *Deloitte Property* in my possession or custody or for which I have been assigned responsibility, the Employer will have a right to assess on its own basis and recover from me, the damages in respect of such materials (out of the amounts due to me or otherwise) and to take such other legal action as it deems appropriate including termination of my employment without notice or payment in lieu thereof in the event of my failure to account for such material or property to its satisfaction.

**9. Security.** I am provided with a worktable and lockable storage space. I will ensure they are locked when unattended and understand that a duplicate key will only be provided if I sign for it. I am required to display my identity card to the appropriate security personnel on demand and at all times within the office premises.

**10. Ownership of Works.**

a. I agree that the Employer owns all rights, title and interest in and to all *Works*.

b. I agree that all *Works* are deemed works made for hire under India copyright or applicable laws or equivalent laws of any applicable foreign jurisdiction, and all *Intellectual Property Rights* therein vest automatically in the Employer upon creation of the *Works*. I agree that, to the extent any *Work* is held not to be a work made for hire, I hereby irrevocably assign all *Intellectual Property Rights* in the *Work* to the Employer. Notwithstanding anything contained in Section 19(4) of the Indian Copyright Act, 1957, I agree that such assignment shall continue to be in force for perpetuity irrespective of whether or not the Employer exercises its rights as the assignee for any period of time.

c. I will at all times, even after termination of my *Employment*, do whatever the Employer reasonably requests of me, at the Employer's expense, to document the assignment of any *Works* to the Employer or to assist the Employer in pursuing, renewing, extending or assigning any *Intellectual Property Rights*, and otherwise perfecting, protecting and enforcing said *Intellectual Property Rights* in, any *Works*. I agree that, as between me and the Employer, the Employer shall be the sole author, inventor, and owner of all such *Works* and *Intellectual Property Rights* therein throughout the world, and that the Employer shall have the sole right to seek copyright registrations, patents or trademark registrations, including all extensions and renewals thereof. I also hereby agree that I waive all moral rights in any *Works*.

I also agree to assign all my right, title and interest in and to any particular *Works* to a third party as directed by the Employer.

In the event the Employer is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraphs, I hereby irrevocably designate and appoint the Employer and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and in my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraphs with the same legal force and effect as if executed by me. I hereby waive any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any *Works* assigned hereunder to the Employer.

d. During a 12 month period after termination of my *Employment*, I agree that any *Intellectual Property* I create or conceive that results from and is related to any work assigned to or performed by me for the Employer, or that was created using *Deloitte Property*, is a *Work* that is subject to Paragraph 10 (b) above. For purposes of clarification, the foregoing provision is in addition to, and not in limitation of, any rights and remedies the Employer may have under the applicable laws protecting *Intellectual*

*Property of the Deloitte Entities.*

e. I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Employer) of all *Works* developed by me during the period of my employment with the Employer, which records shall be available to and remain the sole property of the Employer at all times.

**11. Pre-existing Creations; Personal Creations.** My obligations in Paragraph 10 do not apply to *Pre-existing Creations* and *Personal Creations*. I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Creations*. I acknowledge and agree that I will not assert any ownership rights against the *Deloitte Entities*, or their respective clients, with respect to any *Pre-existing Creations* unless they appear on **Exhibit B**, and **Exhibit B** has been accepted and agreed to by an *Authorized Signatory* who has signed at the bottom of such **Exhibit B**. I further agree that I shall not use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment* without the prior written consent of an *Authorized Signatory*. To the extent that I use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment*, I agree that, except as otherwise provided in a written agreement executed by me and the Employer, I hereby grant to the Employer an irrevocable, royalty free, perpetual, fully paid up, transferable, sub-licensable license to use, reproduce, distribute, display, perform, modify and create derivative works of and otherwise exploit such *Pre-existing Creations* or *Personal Creations* for any purpose including, but not limited to, client engagements.

**12. Post- Employment Restrictions re: Clients.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or serving of certain clients related to my work for a *Deloitte Entity* would necessarily involve the unauthorized use or disclosure of *Confidential Information*, and the proprietary relationships and goodwill of the *Deloitte Entities*, and, in the case of my serving of certain clients, could compromise the full compliance of the Employer or another *Deloitte Entity* with the applicable laws, rules and regulations of a U.S. or India regulatory body or other independence-related requirement of a regulatory body. Accordingly, during the period of my *Employment* and for a period of one year thereafter, I will not, directly or indirectly, solicit or provide services to any existing client of a *Deloitte Entity* with which I had personal contact and provided services during the two-year period prior to termination of my *Employment*.

**13. Exceptions to Post- Employment Restrictions re: Clients.** I understand that the obligations of Paragraph 12 will not apply for a period of three (3) years after my start date or the date of my promotion or transfer to clients of a *Deloitte Entity* and/or certain specified kinds of services rendered to such clients that meet all of the following criteria: (a) are personal clients of mine who came to a *Deloitte Entity* solely to avail themselves of certain specified kinds of services rendered by me and only as a result of my own independent recruitment efforts, which a *Deloitte Entity* neither subsidized nor otherwise financially supported as part of a program of client development, (b) are listed on **Exhibit D** expressly by name with respect to client and with sufficient specificity with respect to the kinds of service(s) that I will be permitted to render, and (c) are accepted and agreed to as to their listing on **Exhibit D** by an *Authorized Signatory* who has signed at the bottom of such Exhibit. I agree that after a period of three (3) years from my start date or the date of my promotion or transfer the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on **Exhibit D** to support the application of the obligations of Paragraph 12 to those clients.

**14. Future Employment with Clients.** Except as otherwise provided herein, I understand that I am not prohibited from accepting employment with a client (or an affiliate of such client) of a *Deloitte Entity*. Before entering into substantive discussions with an *Attest Client* regarding any employment opportunity, I acknowledge and agree that during my *Employment* and for five years thereafter I must first notify *Independence* and obtain prior written approval from *Independence*. I acknowledge and understand that it is the intent of the Employer to interpret and apply this provision (a) in an effort to ensure the full compliance of the *Deloitte Entities* with applicable U.S. and India laws, rules, and regulations; (b) to serve the public interest; and (c) to protect the legitimate interests of the *Deloitte Entities* or their respective *Attest Clients* under applicable U.S. or India laws, rules and regulations in a manner that is no greater than is reasonably necessary to protect such interests and without being unduly harsh and oppressive to me and my interests in future employment with an *Attest Client*. Further, I acknowledge and agree that because of, among other things, the importance of the *Deloitte Entities* remaining in compliance with applicable independence rules, such approval may be withheld by *Independence* in the event that my employment with an *Attest Client* would, in the view of Deloitte LLP, be inconsistent with applicable laws, rules and regulations or jeopardize the independence of a *Deloitte Entity* with respect to such *Attest Client*.

**15. Restrictions re: Personnel and Contractors.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or hiring or of any of its *Personnel* or contractors of the *Deloitte Entities*, or my participation in their hiring, admission or retention, would necessarily involve the unauthorized use or disclosure of *Confidential Information* or the proprietary relationships and goodwill of the *Deloitte Entities*. Accordingly, during my *Employment* and for one year thereafter, I will not, directly or indirectly, (a) solicit or attempt to solicit, or participate in the solicitation of or any attempt to solicit any *Personnel* to leave a *Deloitte Entity*, or to join any firm or business with which I may be or become affiliated; (b) participate in the hiring or admission of any *Personnel*; or (c) cause a contractor of a *Deloitte Entity* to cease providing services to, with, or on behalf of the *Deloitte Entity*.

**16. Post- Employment Restrictions re: Deloitte Property.** Upon termination of my *Employment*: (a) I will not use or disclose *Deloitte Property*, including, but not limited to, *Confidential Information* and *Works*, for any purpose; (b) I will not retain or take with me any *Deloitte Property*; (c) I will immediately deliver to a *Deloitte Entity* at any location that it designates, at my expense, within one business day after the termination of my *Employment* or on an alternate date designated by a *Deloitte*

*Entity*, any *Deloitte Property* that I may then or thereafter hold or control; and (d) I agree to allow a *Deloitte Entity* to inspect any of my personal or home computers, including smart phones, tablet computers, or any device, media or location capable of storing electronic data, to determine whether any *Deloitte Property* resides on such computers and to permit a *Deloitte Entity* to remove such *Deloitte Property*.

## **OTHER POST- EMPLOYMENT OBLIGATIONS**

**17. Transition of Work and Cooperation.** Upon termination of my *Employment* for any reason, I will cooperate with a *Deloitte Entity* in all matters relating to the completion of pending work and its orderly transfer. I will also cooperate fully with a *Deloitte Entity* in connection with any threat of or actual legal proceeding against a *Deloitte Entity* or any client, customer or licensor of a *Deloitte Entity* arising out of any matter with or of which I had contact or knowledge during my *Employment*.

**18. Notification of Post- Employment Obligations.** I agree that prior to accepting employment or affiliation with another firm or business I will advise such firm or business of my duties and obligations under this Employment Agreement. After my *Employment* ends, I agree that a *Deloitte Entity* shall be permitted to advise any firm or business with which I have accepted an offer of employment or affiliation concerning my duties and obligations under this Employment Agreement.

**19. Certification.** I agree that during or after my *Employment* I will, if requested, provide written certification in such form as the Employer may require that I have complied with my obligations hereunder, including, without limitation, those obligations set forth in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15 and 16 of this Agreement.

## **OUR ENFORCEMENT RIGHTS AND REMEDIES IN THE EVENT OF A BREACH**

**20. Equitable Relief and Attorney's Fees.** I acknowledge and agree that a breach of this Employment Agreement, including, but not limited to, a breach of my duties and obligations under the terms and conditions of Paragraphs 4, 5, 7, 8, 9, 10, 12, 14, 15 or 16 would cause irreparable harm to the *Deloitte Entities* and that, in addition to other remedies, the Employer on behalf of itself or another *Deloitte Entity* is entitled to a temporary restraining order, an injunction or other equitable relief to prevent any such breach. I also acknowledge that, to the extent permitted by law, a *Deloitte Entity* will be entitled to the payment of the *Deloitte Entities'* reasonable costs and attorney's fees incurred in enforcing this Employment Agreement. I also acknowledge that, to the extent permitted by law, the Employer may request that a court extend the one year period following the termination of my *Employment*, as provided in Paragraphs 12 and 15, to correspond with the period that I participated in activities prohibited by Paragraphs 12 and 15.

**21. Liquidated Damages: Client Fees.** I agree that in the event of a breach under Paragraph 12, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

**22. Liquidated Damages: Compensation.** I agree that the precise amount of damages flowing from a breach under Paragraph 15 would be impracticable or extremely difficult to ascertain in an actual amount. Therefore, I agree that in the event of a breach under Paragraph 15, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by or owed to any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

**23. Right of Inspection.** I agree to permit the Employer (or to use my best efforts to enable the Employer) to inspect my books and records (and the books and records of any entity which employs or is associated or affiliated with me), upon request and at reasonable times, to enable the Employer to confirm the calculations described above and to verify compliance with Paragraphs 12 and 15. The Employer shall keep confidential any proprietary information obtained, except as may be necessary or desirable to enable the Employer to enforce its rights under this Employment Agreement and except as may be required by any statute, court or administrative order to decree or government ruling or regulation.

**MISCELLANEOUS**

**24. Governing Law; Choice of Forum.** This Employment Agreement is deemed to have been executed in the Employer's office in **Hyderabad, Telangana, India** and will be construed and governed in accordance with the laws of the Republic of India without regard to its conflicts-of-law principles. You agree to submit to jurisdiction before any court of record in which the Employer's office to which you were assigned is located, or in which a breach of this Employment Agreement may occur, at the election of the Employer, and you waive any right to raise questions of personal jurisdiction or venue in any action the Employer may bring against you in any such court. You further agree to accept service of process/summons/legal notice from the Employer when that process/summons/legal notice is either sent to your last known address by certified mail or served by any other means permitted under the law of the jurisdiction in which the Employer may bring an action against you.

**25. Modifications.** My obligations hereunder may not be changed or modified, released, discharged, abandoned or terminated, in whole or in part, except by an instrument in writing signed by an *Authorized Signatory*.

**26. Severability.** Every provision of this Employment Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such term or provision will be enforced to the maximum extent permitted by law and, in any event, such illegality or invalidity shall not affect the validity of the remainder of the Employment Agreement.

**27. Blue-Penciling.** If any court determines that any provision of this Employment Agreement, or any part hereof, or the application of any such provision, or any part hereof, to any person or circumstance is unenforceable or void, such court shall have the power to modify such provision, or any part hereof, to the extent necessary to render it legal and enforceable while preserving its intent, or if such modification is not possible, by substituting therefore another provision that is legal and enforceable and that achieves the same objective.

**28. Waiver.** None of my obligations under this Employment Agreement shall be deemed to have been waived by the Employer except if the giving of such waiver is contained in a written notice given to me and no such waiver shall be deemed to be a waiver of any other or further obligation I have under this Employment Agreement.


**29. Entire Agreement.** This Employment Agreement, the Employer's employment application, the Terms and Conditions of Service issued pursuant to the offer of employment and any documentation employing me or transferring me to the Employer, contain the entire understanding between me and the Employer or any other *Deloitte Entity* with respect to the subject matter hereof and supersedes all prior representations, warranties, and agreements with respect to such subject matter, and no representations, warranties or other covenants exist with respect to such subject matter that are not contained or expressly referred to herein. Notwithstanding the foregoing, any written agreement between a *Deloitte Entity* and me with respect to the subject matter hereof that was signed by me prior to the effective date of this Employment Agreement shall remain valid and enforceable according to the terms of such agreement with respect to all acts and omissions occurring prior to the effective date of this Employment Agreement. In the event of a conflict between this Employment Agreement and the employment application or any other document purporting to set forth terms and conditions of my *Employment*, this Employment Agreement will control.

**30. Transfer and Assignment.** Unless as the Employer shall otherwise determine, the rights, obligations and benefits of the Employer under this Employment Agreement, including but not limited to those rights and benefits relating to my post-Employment obligations set forth in this Paragraph 30 and in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19 and 23 above, are transferred and assigned, in whole or in part (as the Employer shall determine) and without the need for my consent or the formality of documentation or prescribed processes, to (a) any *Deloitte Entity* in connection with my transfer to that *Deloitte Entity* or (b) any entity that acquires all or a part of the assets or business of the Employer. All provisions of this Employment Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, representatives, successors, and assigns of the Employer and me, and any *Deloitte Entity* to which I may be transferred during my *Employment*, provided, however, none of my duties or obligations under this Employment Agreement may be assigned or transferred by me to any other person or entity without the Employer's prior written approval of such assignment or transfer. Any purported assignments in violation of this Paragraph 30 shall be null and void.

**31. Headings.** The headings contained in this Employment Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Employment Agreement.

I have read the foregoing, understand it, and agree to comply with its terms.

**For Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
 6718FF75DA89400...

Pooja Madhani

**Talent**

**Authorized Signatory**

Effective as of , I accept all the terms and conditions of the Employer as stipulated in this Employment Agreement.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name



**EXHIBIT A**

The definitions below apply to the italicized terms that appear in the Employment Agreement (including the exhibits):

**Attest Client** – attest client (or an affiliate of such client) of Deloitte & Touche LLP or a *Deloitte Entity*.

**Authorized Signatory** – a director, officer or other person who is authorized to sign on behalf of a *Deloitte Entity*.

**Confidential Information** – any information not generally known to the public, in any *Form*, that (1) relates to the operation of a *Deloitte Entity* or provides the *Deloitte Entities* with a competitive advantage, (2) consists of Personally Identifiable Information (*PII*) or other personal information about *Personnel*, client and other third party personnel, independent contractors, subcontractors, agents, vendors, suppliers or others which the Employer or another *Deloitte Entity* receives in the course of business, and (3) all other information entrusted to the Employer or another *Deloitte Entity* by clients and other third parties. *Confidential Information* includes, but is not limited to, *Intellectual Property*, supplier information, designs, business or marketing plans, forecasts and financial information, tax returns, tax identification numbers, agreements, client or prospective client lists, specific information about clients or prospective clients such as preferences for specific products and services, client or prospective client needs based on financial history and past purchases of services, client or prospective client development plans, specific rates charged to a client or offered to a prospective client and other business or client records. *Confidential Information* also includes, but is not limited to, debit or credit card information, employment applications, organization charts, performance ratings and other personnel records.

**Deloitte Entity** – the Employer, Deloitte LLP, and any corporation, company, partnership, limited liability company or other entity (a) that (i) is owned, directly or indirectly, in whole or in part, by Deloitte LLP (the “Deloitte U.S. Firms”), including but not limited to Deloitte LLP subsidiaries in India, the Deloitte Touche Tohmatsu verein, Deloitte Global Services Limited, Deloitte Global Services Holdings Limited, Deloitte Touche Tohmatsu Limited (“DTTL”) or any member firm of DTTL or affiliate thereof (collectively, the “DTTL Member Firms”) or (ii) controls, is controlled by or is under common control with any of the entities listed in clause (i); or (b) in which any *Personnel* participated on its behalf, or carried out any duties with respect to its affairs. For purposes of this Employment Agreement, the term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract, or otherwise.

**Deloitte Property** – *Confidential Information*, *Systems*, equipment, debit and credit cards issued in connection with my *Employment*, furniture, facilities and any and all other materials owned, licensed or leased by a *Deloitte Entity*, including, without limitation, computerized or electronic information and all copies thereof in any form or media, created by, furnished to, obtained by or prepared by me in the course of my employment in any capacity.

**Deloitte India (Offices of the US)** - The following companies shall be deemed to be the affiliates of each other and are collectively referred to as Deloitte India (Offices of the US): (i) Deloitte Consulting India Private Limited (ii) Deloitte Tax Services India Private Limited (iii) Deloitte Support Services India Private Limited (iv) Deloitte Financial Advisory Services India Private Limited and (v) Deloitte & Touche Assurance & Enterprise Risk Services India Private Limited.

**Electronic Communications** – all text, audio, video, images, information, data, files and attachments created, displayed, sent, received, posted, accessed or stored, whether deleted or not, by means of the *Systems*.

**Employment** – the nature of my relationship with the Employer or a *Deloitte Entity* pursuant to this Employment Agreement. Alternatively, and depending on context, *Employment* is the period of time during which this relationship persists.

**Form** - paper, computer disc, USB drive, website; any other tangible or electronic medium by which information may be stored or accessed; and human memory.

**Independence** – National Office (Independence) of Deloitte LLP.

**Intellectual Property** - works of authorship (including, without limitation, books, articles, data compilations, software and other copyrightable materials), materials, patents, inventions, designs, techniques, methodologies, processes, discoveries, know-how, ideas, trade secrets, moral rights, trademarks and other indicia of origin together with the goodwill therein, and all patent applications, copyright and trademark applications and registrations, and extensions and renewals thereof, throughout the world.

**Intellectual Property Rights** – all rights, title and interest in Intellectual Property.

**PCAOB** – the United States Public Company Accounting Oversight Board.

**Personal Creations** – *Intellectual Property* that meet all of the following criteria: (1) it is conceived, developed, and created by me on my own time without using *Deloitte Property* or *Personnel* (during work hours), facilities, *Confidential Information* or *Works* of a *Deloitte Entity*, (2) it is unrelated to the actual or reasonably anticipated business or research and development of a

*Deloitte Entity*, and (3) it does not result from any work performed by me and the *Personnel* (during work hours) for a *Deloitte Entity*.

**Personnel** – partners, principals, members, officers and employees of a *Deloitte Entity*.

**PII** – information (excluding business contact information such as an individual's name and one or more of the following: organization name, organizational title, organizational role, business address, business telephone number (including business cell phone number and business email address) relating to an identified or identifiable natural person. An identifiable natural person is a natural person who can be identified, directly or indirectly, by reference to an identification number or factors specific to his or her physical, physiological, mental, economic, cultural or social identity. Set forth below is a non-exclusive list of information that constitutes PII when such information relates to an identified or identifiable natural person:

- Account number (bank account, credit card, etc.)
- Address
- Biometric identifier
- Certificate or license number
- Date of birth
- Government identifiers (such as PAN)
- Name\*
- Personnel Number
- Photograph or video identifiable to an individual
- Vehicle identifier or serial number
- Other information related to an individual that may directly or indirectly identify that individual (e.g., salary, performance rating, purchase history, call history, etc.)

\* Note: When an individual's name is used with PII that is not business contact information, it is included in the definition of PII.

**Pre-existing Agreements or Arrangements** – agreements or arrangements that (1) relate to any *Pre-existing Creations*; or (2) may affect my ability to comply with the requirements of this Employment Agreement, including all contractual and other restrictions or obligations with other parties, including any post-employment restrictions and required notifications to the extent applicable under 18 United States Code §207, CFR 3.104-4, and India laws, rules and regulations that may or will impose limitations on my professional activities during my *Employment* (such as any non-compete agreements with prior employers and the one-year ban on lobbying contacts).

**Pre-existing Creations** – any *Intellectual Property* and *Intellectual Property Rights* that were developed or created by me, alone or with others, or otherwise acquired by me, before the period of my employment in any capacity with the Employer, in which I claim any ownership or right.

**Proceedings** – past or pending (1) actual or threatened claims or complaints of, or arising out of service to, present or former clients, (2) regulatory, self-regulatory, disciplinary, administrative, civil or criminal investigations, inquiries, charges, complaints, actions, sanctions, alternative dispute resolution proceedings, other proceedings or matters (other than criminal proceedings which relate solely to the operation of a motor vehicle) of any kind or nature, in India or any other jurisdiction, against me, including criminal proceedings arising out of my provision of professional services, proceedings brought by a professional association, or proceedings involving the Securities and Exchange Board of India, United States Securities and Exchange Commission or the PCAOB, other professional bodies like the Institute of Chartered Accountants of India or (3) matters of any kind or nature which could adversely affect my association with the Employer or my ability to perform my duties or responsibilities to the Employer, whether set forth in this Employment Agreement or otherwise, or my registration with or licensure by any governmental, quasi-governmental, or other regulatory agency, body or entity, in or outside the United States or India.

**Systems** – the communications systems or any part of such systems that a *Deloitte Entity* owns, licenses or operates and approves for use, including, but not limited to, e-mail, text messaging, Lotus Notes, Deloitte Online (eRoom), instant messaging, local area network, wide area network, Intranet (e.g., DeloitteNet, D Street), Internet, extranet, collaborative tools (e.g., blogs, wikis, etc.), laptop and desktop computers, servers, air cards, Personal Digital Assistants, cell phones, telephones and voicemail.

**Works** – all *Intellectual Property*, in any *Form*, created by me, alone or with others, during the period of my *Employment* that (1) is created within the scope of my *Employment*; (2) relates in any manner to the actual or anticipated business, research, or development of a *Deloitte Entity*; (3) results from any work assigned to or performed by me, alone or with others, for the Employer; or (4) is created with the use of *Deloitte Property*.

**EXHIBIT B****Pre-existing Creations; Pre-existing Agreements or Arrangements**

I understand and agree that the Employer makes no attempt to verify my claim of ownership to any of the *Pre-existing Creations* listed, and makes no admission that any *Pre-existing Creations* listed are owned by me.

[If yes, please enter details below]

Yes, I do have *Pre-existing Creations, Pre-existing Agreements or Arrangements*

No, I do not have *Pre-existing Creations, Pre-existing Agreements or Arrangements*

<b><u>Title</u></b>	<b><u>Date</u></b>	<b><u>Brief Description</u></b>
---------------------	--------------------	---------------------------------

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Print)

ACCEPTED AND AGREED TO:

**Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
6718FF75DA89400...

Pooja Madnani

**Talent**

Its: *Authorized Signatory*

\_\_\_\_\_  
Date

An *Authorized Signatory's* signature is required only if *Pre-existing Creations* or *Pre-existing Agreements* or *Arrangements* are listed pursuant to Paragraphs 2 and 11 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment made in light of Paragraph 2 that *Pre-existing Creations*, if any, are described and explained in sufficient detail so that the likelihood of confusion between the employee's *Pre-existing Creations* and the *Intellectual Property* of a *Deloitte Entity* can be avoided or minimized in the future and further indicates that the *Pre-existing Agreements* or *Arrangements* have been obtained and reviewed and that the *Authorized Signatory* is satisfied that such *Pre-existing Agreements* or *Arrangements* will not interfere with the employee's ability to comply with the requirements of this Employment Agreement.

**EXHIBIT C**

**Proceedings**

[none, unless otherwise specified]

Yes, I do have *Proceedings* to report

No, I do not have *Proceedings* to report

My signature below certifies that to the best of my knowledge, the information I have provided above, pursuant to Paragraph 3, is complete and accurate.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

**EXHIBIT D**

**Exceptions to Post-Employment Restrictions: re: Clients**

[none, unless otherwise specified]

As specified in Paragraph 13, I agree that after a period of three (3) years from my start date or the date of my employment, as the case may be, the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on Exhibit D to support the application of the obligations of Paragraph 12 to those clients.

Yes, I do have  
Post-Employment Restrictions  
re: Clients

No, I do not have  
Post-Employment Restrictions  
re: Clients

<u>Name of Client</u>	<u>Specified Kind of Services(s) Permitted</u>
-----------------------	------------------------------------------------

ACCEPTED AND AGREED TO:

**Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
6718FF75DA89400...

Pooja Madnani

**Talent**

Its:     Authorized Signatory	_____
	Date

I have read and understood the above policy terms.

_____	_____	_____
Signature	Name	Date

A n *Authorized Signatory's* signature is required only if information is provided pursuant to Paragraph 13 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment that criteria in Paragraph 13 have been fully satisfied, the clients listed have been properly identified, and the kinds of services permitted have been described with sufficient specificity.

## Terms and Conditions of Service

In continuation to our offer of employment with **Deloitte Tax Services India Private Limited** (the "Employer"), please note the terms and conditions of service.

The italicized terms in these Terms and Conditions of Service are defined in **Exhibit A** of the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement hereto.

### Terms of Service

#### 1. COMPLIANCE WITH INDEPENDENCE, ETHICS AND OTHER REQUIREMENTS

Deloitte & Touche LLP performs attest services for certain of its clients and is subject to the independence requirements of, among others, the United States Securities and Exchange Commission (SEC), the United States Public Company Accounting Oversight Board (PCAOB), and the American Institute of Certified Public Accountants (AICPA). These requirements mandate that certain of the Employer's employees and their relatives be independent of some or all of such attest clients and their affiliates in accordance with the policies of Deloitte LLP and its subsidiaries (the "Deloitte US Entities").

Upon joining the Employer, you will be asked to review a listing of the attest clients and the affiliates of such clients of certain of the Deloitte US Entities and disclose relationships or financial holdings that you or your relatives may have that could affect the independence of the Deloitte US Entities. Any relationships or holdings that conflict with, among other things, the requirements of the SEC, the PCAOB or the AICPA or the independence or ethics policies of the Deloitte US Entities will need to be resolved immediately. Further, you will be required to comply with these policies throughout your career with the Employer, including, when applicable, maintaining a current list of certain of your financial interests (but not their value) in the independence tracking system.

As a condition to your joining the Employer and continued employment, you are required to complete a representation regarding your understanding of, and compliance with, independence and other matters, on a periodical basis (as requested beginning on or prior to the date of you joining the Employer, annually thereafter, and upon certain changes in your role in the Employer), the details of which are provided in the independence representation. An example copy of this representation form is available for your reference on [www.deloittenet.com](http://www.deloittenet.com). The representation should be made to the best of your knowledge and ability. It is your responsibility to consult on any matter should you be uncertain or have a question. You are also requested to refer to [www.deloittenet.com](http://www.deloittenet.com) and *Independence* for more information in this respect. The representations made by you will be subject to an audit and may be reviewed by Deloitte LLP representatives and shared with certain third parties. If you are selected for such an audit, you will need to submit certain personal financial records to Deloitte LLP's internal audit team. Please be assured that Deloitte LLP fully intends to keep all information obtained through the audit process confidential and secure. You hereby give your consent to Deloitte LLP to use the information provided by you for such purposes as provided in the policies regarding independence and ethics.

In the event you (i) do not cooperate or comply with the independence requirements, or (ii) do not complete the necessary representations, or (iii) make inaccurate representation(s); you may be subject to disciplinary action including and up to termination of employment with the Employer.

Please feel free to contact or consult *Independence* should you require any further information or if you have any specific concerns in this respect.

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#### 2. NON DISCLOSURE, NON SOLICIT AND INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AGREEMENT ("Employment Agreement")

You will be expected to sign the Employer's Employment Agreement. Please contact Talent for further details.

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#### 3. HARRASSMENT POLICY

**Administrative Policy Release ("APR") 213** is the Employer's policy prohibiting harassment. Deloitte LLP's subsidiaries located in India ("Deloitte India (Offices of the US)") are committed to providing a working environment that is free from harassment based on caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis, in accordance with applicable Indian central, state or local law. Expressly forbidden are unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Depending on the circumstances, such harassment may also include conduct such as stereotyped or demeaning remarks or gestures or the display or circulation, whether in writing or electronically, of materials or pictures offensive to persons because of their caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis in accordance with applicable Indian central, state or local law. The full policy will be accessible to you on DeloitteNet after joining Deloitte U.S. India.

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#### 4. WORKING HOURS, HOLIDAYS, LEAVES AND MATERNITY BENEFITS

You will be provided with your standard working hours, which may vary over the course of your career. The Employer may, from time to time, subject to applicable laws, require the employee to work beyond these hours.

You shall be entitled to paid holidays and leave as per the Employer's policies.

Women employees are eligible for maternity benefits as per the recent amendments (2017) in the maternity benefit act, 1961, including having 26 weeks of maternity leave with pay, as applicable.

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#### 5. RETIREMENT AGE

The age of retirement for employees of Deloitte India (Offices of the US) is 60 years. Your employment will therefore automatically terminate at the end of the month in which you attain 60 years.

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#### 6. TRANSFERS

You may be transferred, assigned, or asked to attend training at the offices of a Deloitte Entity or its clients or third parties in India or abroad with or without additional compensation. In such an event, you will also be governed by the terms and conditions of service applicable to the transfer, assignment, or training.

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#### 7. NOTICE PERIOD FOR TERMINATION OF SERVICES

The notice period for termination of your services is **60 Days** by either side and/or salary in lieu of notice period on part of the Employer only.

The Employer expects all employees to maintain the highest standards of professional conduct at all times.

In order to assure orderly operations and provide the best possible work environment, the Employer expects you to follow rules of conduct that will protect the interests and safety of all personnel, including but not limited to the Code of Ethics and Professional Conduct.

In the event of any breach of the Code of Ethics and Professional Conduct, non-performance of a contractual obligation or the terms and conditions laid down in this Annexure, or if you engage in any misconduct whether or not in connection with or affecting the business or affairs of the Employer or the work conduct, as specified by Employer, you will be subject to disciplinary action up to and including termination of your services/ employment with the Employer without any notice or payment in lieu of notice notwithstanding any other terms and conditions stipulated herein.

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#### 8. MISCONDUCT

Misconduct may include but is not limited to:

- Irregular attendance: repeated or excessive absence, tardiness or early departures/ late comings without approval.
- Unreported or unapproved absence (including overstay of leave) for more than five consecutive days or deviation from assigned and accepted schedule for more than five days.
- Falsification or manipulation in background verification process or employment records, employment information, or other records prior to or after joining the Employer.
- Falsification or manipulation of Deloitte Time & Expense (DTE).
- Knowingly providing false statements, either verbally or in written form.
- Neglect of normal duties and functions.
- Practices such as reading personal materials during working time, having obscene or inappropriate posters or screen savers at your work station, playing games at your work station, etc.
- Continued discharge of work functions that do not meet the standards reasonably expected.
- Breach of the confidentiality provision in the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement including disclosing to any unauthorized person any *Confidential Information* or *PII*.
- Willful insubordination or disobedience, whether or not in combination with another, of any lawful and reasonable instructions of any member of management or any authorised person.
- Engaging in unapproved outside employment and activities as defined in APR 218 (US & IND)

([https://deloitte.net.deloitte.com/About/Policies/Admin/Pages/218\\_OutsideEmploymentActivities\\_US.aspx](https://deloitte.net.deloitte.com/About/Policies/Admin/Pages/218_OutsideEmploymentActivities_US.aspx)).

- Installing, downloading, copying or duplicating any unauthorized or unlicensed software, programs, games, or attachments on any computer system of the Employer or of any *Deloitte Entity* or its clients.
- Engaging in any illegal activities.
- Workplace violence, including threats of physical violence.
- Corporate credit card delinquencies.
- Causing damage to the property of the Employer, any *Deloitte Entity*, its clients, or their respective personnel
- Going on or abetting a strike in contravention of any law.
- Theft of any property belonging to another, the Employer or any *Deloitte Entity*, or their respective personnel, clients, or visitors
- Possession of firearms, explosives, knives or any instruments that can be used as an injurious or deadly weapon in the workplace or at any *Deloitte Entity* sponsored event.
- Corruption, fraud, or misappropriation of funds.
- Failure to comply with the policies, guidelines, rules and regulations of the Employer or a *Deloitte Entity* as applicable.
- Excessive personal use of the Employer's telephone, fax or computer systems.
- Failure to adhere to applicable laws.
- Any act prejudicial to or in conflict with the interests of the Employer or a *Deloitte Entity*.

The above terms and conditions are based on, and should be read in conjunction with, the Employer's policies, guidelines, procedures and other rules currently applicable, including but not limited to Administrative Policy Releases (APRs) and Deloitte India (Offices of the US)'s other policies, guidelines, rules, and regulations. The above rules are subject to amendments from time to time and the amended rules, policies, procedures, and guidelines would be posted on the Employer's Intranet site i.e. <https://deloitte.net.deloitte.com/Pages/Home.aspx> for employee reference. The policies will be updated from time to time in the future and we deem to have your consent to any and all such changes. Furthermore, upon acceptance of employment with the Employer, you may be requested to read and acknowledge acceptance of various policies and guidelines of the Employer. It is expected that you will read and acknowledge all such communications.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name





### Training Agreement

On behalf of **Deloitte Tax Services India Private Limited**, please accept our congratulations on your recent offer of employment to join the Company as **Tax Consultant I** pursuant to the terms and conditions of your offer letter dated **August 26, 2024**. You made a very favorable impression with everyone you met and we are excited about the possibility of you joining the Company.

As you may be aware, as a condition of employment with the Company, you may be required to travel Overseas to attend a series of training sessions for a period of up to 90 days. This training will be a combination of classroom procedural training as well as on-site training to observe employees conducting similar work at various client locations. This training represents the confidence we have in your ability to be a valuable member of the practice of the Company.

As per Company policy, we kindly bring to your attention that all employees attending training overseas are required to sign a Training Agreement which will obligate the employee to repay a calculated amount of the costs associated with the training, only if the employee resigns his/her position or are terminated for cause within a specified period after completion of the training (usually between 6 to 18 months). This repayment obligation disappears after the specified period of time has lapsed. We all look forward to seeing you again soon and having you join our team of outstanding professionals.

Sincerely,

For **Deloitte Tax Services India Private Limited**

DocuSigned by:

*Pooja Madhani*

6718FF75DA89400...

By:

Signature

**Authorized Signatory**

**Deloitte Tax Services India Private Limited****Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District, CIRCLE 3, Hyderabad - 500032, Telangana, India****Tel: +91 040 67621000**  
**www.deloitte.com****Subject: Offer of Employment****Dear MUHAMMAD DAAWER**

On behalf of **Deloitte Tax Services India Private Limited** (the "Employer" or "Company"), I am pleased to confirm our offer of employment to you as **Tax Consultant I** based in **Hyderabad**.

We extend this offer, and the opportunity it represents, with great confidence in your abilities. You have made a very favorable impression with everyone you met and we are excited with the prospect of you joining our organization on **OCT 12, 2022**.

Your immediate manager will communicate details of your role and work responsibilities in the initial weeks of your joining the Employer. During your employment, the Company may require you to work on any project that you are assigned to, on any technical platforms/skills and nature of the project, in differentiated work timing, at designated work space and location as may be decided by the company.

As part of your annual compensation, you will receive a Total Salary of **760000** and, will be eligible for a performance linked variable bonus. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount could vary depending upon the business and individual performance each fiscal year and, in some situations, could exceed the payout range indicated. Any amounts paid will be subject to statutory and other deductions as per Employer policies and practices. The details of your compensation breakdown are provided in the attached Annexure A.

As an incentive to join the Company, you are eligible to receive a joining bonus of **Rs./₹ 100,000/-** subject to your reporting for full-time employment on **OCT 12, 2022**.

. This amount will attract applicable taxes and will be processed as part of your first month's payroll. You will have an obligation to repay the entire amount of your joining bonus if you resign your position or are terminated for cause by the Company within **12 months** of your start date.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

Your employment with us will be governed by the Terms and Conditions as detailed in **Annexure B**, as well as any and all rules, regulations, guidelines, policies and practices of the Employer, which may be amended from time to time. Deloitte LLP and its U.S.-based subsidiaries (the "Deloitte U.S. Firms") requires their employees to make the necessary representations regarding independence and other matters. Because the Employer is an Indian subsidiary of Deloitte LLP, we must also comply with these independence requirements. Accordingly, this offer is conditional upon you agreeing to make such representations under the Employer's Independence Representations requirements, as further explained in **Annexure B**.

Your compensation details are confidential, and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization. We would like you to join the Employer on, or an alternative mutually agreed upon date.

This offer letter, together with the Annexures described herein, and the Non-Disclosure, Non Solicit and Intellectual Property Rights Assignment Agreement, the Information Security Policy (which you are required to sign upon joining), constitute the entire agreement between the parties with respect to the subject matter of this offer, and supersedes all other previous or contemporaneous oral or written representations, understandings or agreements relating to the subject matter of this offer between you and the Employer or its affiliates.

In compliance with applicable laws, Deloitte India (Offices of the US) provides its professionals with home pick-up and drop transport services within **pre-defined** boundary if their shift timings are between 8:30 p.m. - 6:00 a.m. in Hyderabad, 9:00 p.m. - 6:00 a.m. in Mumbai, Pune; 7:00 p.m. - 6:00 a.m. in Gurugram, 8:00 p.m. - 6:00 a.m. in Bengaluru, Chennai, and Kolkata.

This letter and **Deloitte Tax Services India Private Limited** employment application are intended to be final. To accept the offer and the terms of this letter, please sign below in the space provided within three business days.

everyone you have interviewed with joins me in extending to you congratulations and warm regards. We look forward to you joining our team.

Sincerely,

**For Deloitte Tax Services India Private Limited**

Best regards,

DocuSigned by:  
*Pooja Madhuni*  
6718FF75DA89400...

By:

Signature

**Authorized Signatory**

**Acceptance**

Signature

Date

**Annexure A****Tax Consultant I -**

<b>Description</b>	<b>Monthly</b> (Rs. per month)	<b>Annual</b> (Rs. per Annum)
Basic Pay	<b>17,500</b>	<b>210,000</b>
House Rent Allowance (HRA)	<b>8,750</b>	<b>105,000</b>
Special Allowance <sup>1a &amp; 1b</sup>	<b>11,867</b>	<b>142,404</b>
Leave Travel Allowance <sup>2</sup>	<b>1,750</b>	<b>21,000</b>
Differential Allowance	<b>5,833</b>	<b>69,996</b>
Meal Card <sup>3</sup>	<b>2,200</b>	<b>26,400</b>
Employer's contribution to PF	<b>2,100</b>	<b>25,200</b>
<b>Total Salary (in Rs.)</b>	<b>50,000</b>	<b>600,000</b>
Variable Bonus*	You are eligible for a performance linked variable bonus. It will be paid out at the end of the fiscal year, as applicable and on the basis of your individual performance and performance of the business	
Medical Insurance Premium <sup>4</sup>	<b>3,014</b>	<b>36,167</b>

\*The Variable Bonus will vary, primarily based on your individual performance and the performance of the business, during the Employer's fiscal year which is June through May. Your performance will be formally assessed as a part of the Employer Performance Review Cycle Process. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount will vary depending upon the business and individual performance and in some circumstances, could exceed the payout range indicated. The performance of all the employees who have joined the Employer prior to March 1st will be assessed for the fiscal year ending in May. The disbursement of a Variable Bonus, if applicable, is subject to you being active on the rolls of the Employer, during the Annual Incentive Program payout cycle for the fiscal year. For employees joining during the period March 1st to May 30th, a prorated Variable Bonus, if applicable, will be based on the first year-end review ratings in the subsequent year and paid during the Annual Incentive Program payout cycle of that year. The Variable Bonus will not be paid in the event of termination of employment for any reason on or before the disbursement time. The application and interpretation of, and any determinations related to, the Variable Bonus is at the sole discretion of Employer. Employer may amend or terminate the Variable Bonus at any time. All compensation and benefits are based on employee's position with the Employer in India.

Contd/-....

Annexure A

<sup>1</sup>All employees may claim tax exemption, subject to tax rules from time to time, from their Special Allowance component, expenses incurred towards communication and Driver / Fuel & Maintenance Expenses as per eligibility mentioned below:

**Employee Level -  
Tax Consultant I**

<sup>1a</sup>Communication Expenses

<sup>1b</sup>Fuel Expenses

Only one Post paid mobile, one Land Phone  
and One internet connection bill(s) can be  
claimed.

Petrol / Driver / Insurance / Repairs &  
Maintenance

**Rs./₹ 3,000/-** per month

**Rs./₹ 7,500/-** per month

<sup>1a</sup> The internet/telephone/mobile bills should be in the Employee's name.

<sup>1b</sup> For claiming vehicle running expenses (Driver / Fuel / Repairs & Maintenance expenses) the vehicle has to be in the name of the Employee and the current tax rules are as under. The above limits will be applicable for all those who are on company car lease program and the below limits will apply for all those who are on self-owned car. In case of company leased car, taxability would be as per the current perquisite valuation rules.

Nature of Expenses	Own Vehicle –Maximum Tax exemption limit per month		
	4 Wheelers (Engine Capacity)		
	<= 1600 cc	> 1600 cc	Two Wheelers
Fuel & Maintenance	Rs. 1,800	Rs. 2,400	Rs. 900
Driver's Salary	Rs. 900	Rs. 900	Not applicable

All employees at and above **Senior Staff** are eligible for the company car lease program. If you choose to avail of this benefit, the amount towards lease rental will be paid by the firm on your behalf to the leasing company and your compensation structure will be adjusted accordingly. A revised letter with the new compensation structure will be issued that will supersede this letter for all practical purposes.

<sup>2</sup> The Leave Travel Allowance (LTA) will be paid on a monthly basis as an allowance with tax deducted at source. If you choose to avail the tax benefit on LTA, you should submit proof of expenses incurred by you for Self and / your immediate dependents. The taxability or otherwise of LTA will be as per the Income Tax Act 1961, details of which will form part of the LTA Form.

<sup>3</sup> Meal Card amount will be credited at the start of each month and for the first month (For New Hires) prorated amount will be processed as part of payroll. If not collected, it will be processed as a taxable amount with the salary.

<sup>4</sup> Annual Floating Medical Insurance Coverage for self and **6 dependents** is being paid by the Employer on your behalf. The premium amount is subject to change every year post renewal of insurance policy. In case you opt for an enhancement of the coverage limit, the additional premium will be adjusted accordingly from the special allowance.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

You may also be eligible to either a One-time Stipend or a temporary lodging basis joining the registered office location, you will receive a survey from Deloitte prior to your joining.

You may select the best option for availing the relocation assistance. If an employee who has availed this reimbursement decides to quit within 18 months from the date of relocation claim for whatever reason, the relocation reimbursement paid to the employee will be recovered in full, from the employee's full and final settlement.

By joining the Company, you will become a member under the 'Deloitte USI Employees Welfare Trust' and may be required to make a nominal contribution as a member.

Original bills towards the above components should be submitted during the Income Tax fiscal period evidencing the expenditure to get Income Tax exemption, failing which the same will attract applicable Income Tax.

Submission of false, tampered or altered bills as proof of expense for any of the above components will result in disciplinary action including termination of employment.

**Your compensation above is subject to income tax deduction per rules and guidelines prescribed under the prevailing tax laws. This may change from time to time in line with the amendments done in tax laws.**



## Annexure B

### **Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement ("Employment Agreement")**

In consideration of my employment by **Deloitte Tax Services India Private Limited**, an Employer incorporated under the provisions of the Companies Act, 1956 and having its registered office **Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District, CIRCLE 3, Hyderabad - 500032, Telangana, India** (the "Employer") as **Tax Consultant I** - and other valuable consideration, I acknowledge and agree that:

#### **PRELIMINARY MATTERS**

**1. Defined Terms.** The italicized terms in this agreement (the "Employment Agreement") are defined in **Exhibit A** hereto.

**2. Pre-existing Agreements or Arrangements.** I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Agreements or Arrangements*. The Employer expects me to abide by all restrictions or obligations that are contained in such Pre-existing Agreements or Arrangements and to avoid involvement, while employed by the Employer, in any matter that could pose a conflict as a result of confidential information or intellectual property obtained by me prior to my *Employment*. I further represent that none of these restrictions or obligations, including those set forth in any non-compete agreements with prior employers, is inconsistent with my acceptance of the Employer's offer of *Employment* or my becoming, and serving as, **Tax Consultant I** of the Employer. To the extent applicable and if I am joining the Employer after having served as an employee or official of the United States Government, I further represent that: (1) I have disclosed my prior participation, if any, in any discussions or negotiations with, or decisions to award contracts to, the Deloitte U.S. Firms while I was employed by the United States Government; and (2) I had either recused myself or had not played an active role in the applicable United States Government agency's decision to award any contracts to the Deloitte U.S. Firms while I was employed by the United States Government.

#### **PROTECTION OF OUR BUSINESS**

**3. Reporting of Proceedings.** Except as provided by law and except as I have disclosed in writing on **Exhibit C** to this Agreement, I represent and warrant that I have no *Proceedings* to report. Should I become a subject of any *Proceedings* during my association with the Employer, I agree to immediately report, in writing, all relevant facts to the Chief Talent Officer of Deloitte LLP, the Regional Talent Director of the Employer, and the Chief Ethics and Compliance Officer of Deloitte LLP. I understand that my responses are subject to audit and review by the Employer and others in accordance with applicable professional, ethical, legal, or Employer requirements, rules, regulations, policies, or practices, or other requests.

**4. Confidentiality.** I acknowledge that, by virtue of my *Employment*, I will acquire and be exposed to, have access to, make use of and/or create *Confidential Information*. Therefore, I agree to hold in trust and confidence all such *Confidential Information*. I will neither disclose any such *Confidential Information* to anyone outside a *Deloitte Entity* without the prior written approval of an *Authorized Signatory*, except as required by my authorized duties for the Employer, nor use any such *Confidential Information* for any purpose other than for the benefit of a *Deloitte Entity*.

**5. Third Party Information and Property.** I agree that during my *Employment*, I shall not use or disclose any confidential information or intellectual property of any former employer or other person or entity without the prior written authorization of such employer, person or entity and the prior written consent of an *Authorized Signatory*. If I were to use or disclose any such Confidential Information or Intellectual Property without prior consent, and any of the *Deloitte Entities* become the subject of any claim from a third party regarding such unauthorized use or disclosure, I agree to hold harmless and indemnify the *Deloitte Entities* for any legal defense costs and/or damages related to any such claim.

**6. Authorization.** Only employees of the Employer holding a senior or managerial position with the Employer will be authorized by a specific authorization, delegation, or power of attorney to sign legal documents, representing the Employer. Similarly, only such authorized employees of the Employer may speak about the Employer, the business and plans, various client-related projects etc.

**7. Competing Activities and Conflict of Interest.** During the period of my *Employment* I will not, directly or indirectly, participate in or in any way render services or assistance to any business that is or may be competitive with a *Deloitte Entity*, whether or not for compensation, or engage in any conduct which might result in, or create the appearance of using my position for private gain or other than for the benefit of a *Deloitte Entity*, or otherwise create a conflict, or the appearance of a conflict, of interest with a *Deloitte Entity*. Such conduct shall include, but not be limited to, having an undisclosed financial interest in any vendor or supplier of a *Deloitte Entity*, accepting payments of any kind or gifts other than of a nominal value from vendors, clients or suppliers, or having an undisclosed relationship with a family member or other individual who is employed or

associated with any entity in active or potential competition with a *Deloitte Entity*, and which creates a conflict of interest. I represent and warrant that I am not currently aware of any present or past violation of this provision.

**8. Authorization to Access Systems and Electronic Communications and use of Deloitte Property.** I understand that while employed with a *Deloitte Entity*, I will use and have access to the Systems. I also acknowledge that a *Deloitte Entity* has the right at any time to access, retrieve, delete, monitor, examine, use and/or disclose my Electronic Communications and information from (or about) me and the content, without notice to me, and that such *Electronic Communications* are considered part of a *Deloitte Entity's* business and client records and are not to be considered private or personal to me or any other *Personnel*. I further acknowledge that this right extends to *Electronic Communications* transmitted for either a business or personal purpose.

I agree that I am authorized to access the *Systems* only for approved business purposes and occasional personal use if such use does not interfere with my work responsibilities and other required business activities, business operations, or *Systems* performance. However, I also acknowledge that such occasional personal use does not create an expectation of privacy as to any of my personal *Electronic Communications* and, as such, are *Deloitte Property*.

I further acknowledge that I am not authorized to use the *Systems* for personal gain or any illegal or unethical use. I agree that under no circumstances am I authorized to access any of the *Systems* for the purpose of obtaining *Deloitte Property* for a competitor of a *Deloitte Entity*, transmitting *Deloitte Property* to me (e.g., emailing *Confidential Information* to my personal email address) or to a third party for purposes other than furthering the business objectives of a *Deloitte Entity*. I am not authorized to download a *Deloitte Entity's Confidential Information* or other *Deloitte Property* to removable media such as a CD Rom, disk or thumb drive other than as authorized for furthering the business objectives of a *Deloitte Entity*.

I will be responsible for the safe keeping and return in good condition and order of all the *Deloitte Property* that may be in my use, custody, care or charge. For the loss of any *Deloitte Property* in my possession or custody or for which I have been assigned responsibility, the Employer will have a right to assess on its own basis and recover from me, the damages in respect of such materials (out of the amounts due to me or otherwise) and to take such other legal action as it deems appropriate including termination of my employment without notice or payment in lieu thereof in the event of my failure to account for such material or property to its satisfaction.

**9. Security.** I am provided with a worktable and lockable storage space. I will ensure they are locked when unattended and understand that a duplicate key will only be provided if I sign for it. I am required to display my identity card to the appropriate security personnel on demand and at all times within the office premises.

**10. Ownership of Works.**

a. I agree that the Employer owns all rights, title and interest in and to all *Works*.

b. I agree that all *Works* are deemed works made for hire under India copyright or applicable laws or equivalent laws of any applicable foreign jurisdiction, and all *Intellectual Property Rights* therein vest automatically in the Employer upon creation of the *Works*. I agree that, to the extent any *Work* is held not to be a work made for hire, I hereby irrevocably assign all *Intellectual Property Rights* in the *Work* to the Employer. Notwithstanding anything contained in Section 19(4) of the Indian Copyright Act, 1957, I agree that such assignment shall continue to be in force for perpetuity irrespective of whether or not the Employer exercises its rights as the assignee for any period of time.

c. I will at all times, even after termination of my *Employment*, do whatever the Employer reasonably requests of me, at the Employer's expense, to document the assignment of any *Works* to the Employer or to assist the Employer in pursuing, renewing, extending or assigning any *Intellectual Property Rights*, and otherwise perfecting, protecting and enforcing said *Intellectual Property Rights* in, any *Works*. I agree that, as between me and the Employer, the Employer shall be the sole author, inventor, and owner of all such *Works* and *Intellectual Property Rights* therein throughout the world, and that the Employer shall have the sole right to seek copyright registrations, patents or trademark registrations, including all extensions and renewals thereof. I also hereby agree that I waive all moral rights in any *Works*.

I also agree to assign all my right, title and interest in and to any particular *Works* to a third party as directed by the Employer.

In the event the Employer is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraphs, I hereby irrevocably designate and appoint the Employer and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and in my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraphs with the same legal force and effect as if executed by me. I hereby waive any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any *Works* assigned hereunder to the Employer.

d. During a 12 month period after termination of my *Employment*, I agree that any *Intellectual Property* I create or conceive that results from and is related to any work assigned to or performed by me for the Employer, or that was created using *Deloitte Property*, is a *Work* that is subject to Paragraph 10 (b) above. For purposes of clarification, the foregoing provision is in addition to, and not in limitation of, any rights and remedies the Employer may have under the applicable laws protecting *Intellectual*

*Property of the Deloitte Entities.*

e. I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Employer) of all *Works* developed by me during the period of my employment with the Employer, which records shall be available to and remain the sole property of the Employer at all times.

**11. Pre-existing Creations; Personal Creations.** My obligations in Paragraph 10 do not apply to *Pre-existing Creations* and *Personal Creations*. I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Creations*. I acknowledge and agree that I will not assert any ownership rights against the *Deloitte Entities*, or their respective clients, with respect to any *Pre-existing Creations* unless they appear on **Exhibit B**, and **Exhibit B** has been accepted and agreed to by an *Authorized Signatory* who has signed at the bottom of such **Exhibit B**. I further agree that I shall not use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment* without the prior written consent of an *Authorized Signatory*. To the extent that I use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment*, I agree that, except as otherwise provided in a written agreement executed by me and the Employer, I hereby grant to the Employer an irrevocable, royalty free, perpetual, fully paid up, transferable, sub-licensable license to use, reproduce, distribute, display, perform, modify and create derivative works of and otherwise exploit such *Pre-existing Creations* or *Personal Creations* for any purpose including, but not limited to, client engagements.

**12. Post- Employment Restrictions re: Clients.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or serving of certain clients related to my work for a *Deloitte Entity* would necessarily involve the unauthorized use or disclosure of *Confidential Information*, and the proprietary relationships and goodwill of the *Deloitte Entities*, and, in the case of my serving of certain clients, could compromise the full compliance of the Employer or another *Deloitte Entity* with the applicable laws, rules and regulations of a U.S. or India regulatory body or other independence-related requirement of a regulatory body. Accordingly, during the period of my *Employment* and for a period of one year thereafter, I will not, directly or indirectly, solicit or provide services to any existing client of a *Deloitte Entity* with which I had personal contact and provided services during the two-year period prior to termination of my *Employment*.

**13. Exceptions to Post- Employment Restrictions re: Clients.** I understand that the obligations of Paragraph 12 will not apply for a period of three (3) years after my start date or the date of my promotion or transfer to clients of a *Deloitte Entity* and/or certain specified kinds of services rendered to such clients that meet all of the following criteria: (a) are personal clients of mine who came to a *Deloitte Entity* solely to avail themselves of certain specified kinds of services rendered by me and only as a result of my own independent recruitment efforts, which a *Deloitte Entity* neither subsidized nor otherwise financially supported as part of a program of client development, (b) are listed on **Exhibit D** expressly by name with respect to client and with sufficient specificity with respect to the kinds of service(s) that I will be permitted to render, and (c) are accepted and agreed to as to their listing on **Exhibit D** by an *Authorized Signatory* who has signed at the bottom of such Exhibit. I agree that after a period of three (3) years from my start date or the date of my promotion or transfer the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on **Exhibit D** to support the application of the obligations of Paragraph 12 to those clients.

**14. Future Employment with Clients.** Except as otherwise provided herein, I understand that I am not prohibited from accepting employment with a client (or an affiliate of such client) of a *Deloitte Entity*. Before entering into substantive discussions with an *Attest Client* regarding any employment opportunity, I acknowledge and agree that during my *Employment* and for five years thereafter I must first notify *Independence* and obtain prior written approval from *Independence*. I acknowledge and understand that it is the intent of the Employer to interpret and apply this provision (a) in an effort to ensure the full compliance of the *Deloitte Entities* with applicable U.S. and India laws, rules, and regulations; (b) to serve the public interest; and (c) to protect the legitimate interests of the *Deloitte Entities* or their respective *Attest Clients* under applicable U.S. or India laws, rules and regulations in a manner that is no greater than is reasonably necessary to protect such interests and without being unduly harsh and oppressive to me and my interests in future employment with an *Attest Client*. Further, I acknowledge and agree that because of, among other things, the importance of the *Deloitte Entities* remaining in compliance with applicable independence rules, such approval may be withheld by *Independence* in the event that my employment with an *Attest Client* would, in the view of Deloitte LLP, be inconsistent with applicable laws, rules and regulations or jeopardize the independence of a *Deloitte Entity* with respect to such *Attest Client*.

**15. Restrictions re: Personnel and Contractors.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or hiring or of any of its *Personnel* or contractors of the *Deloitte Entities*, or my participation in their hiring, admission or retention, would necessarily involve the unauthorized use or disclosure of *Confidential Information* or the proprietary relationships and goodwill of the *Deloitte Entities*. Accordingly, during my *Employment* and for one year thereafter, I will not, directly or indirectly, (a) solicit or attempt to solicit, or participate in the solicitation of or any attempt to solicit any *Personnel* to leave a *Deloitte Entity*, or to join any firm or business with which I may be or become affiliated; (b) participate in the hiring or admission of any *Personnel*; or (c) cause a contractor of a *Deloitte Entity* to cease providing services to, with, or on behalf of the *Deloitte Entity*.

**16. Post- Employment Restrictions re: Deloitte Property.** Upon termination of my *Employment*: (a) I will not use or disclose *Deloitte Property*, including, but not limited to, *Confidential Information* and *Works*, for any purpose; (b) I will not retain or take with me any *Deloitte Property*; (c) I will immediately deliver to a *Deloitte Entity* at any location that it designates, at my expense, within one business day after the termination of my *Employment* or on an alternate date designated by a *Deloitte*



*Entity*, any *Deloitte Property* that I may then or thereafter hold or control; and (d) I agree to allow a *Deloitte Entity* to inspect any of my personal or home computers, including smart phones, tablet computers, or any device, media or location capable of storing electronic data, to determine whether any *Deloitte Property* resides on such computers and to permit a *Deloitte Entity* to remove such *Deloitte Property*.

## **OTHER POST- EMPLOYMENT OBLIGATIONS**

**17. Transition of Work and Cooperation.** Upon termination of my *Employment* for any reason, I will cooperate with a *Deloitte Entity* in all matters relating to the completion of pending work and its orderly transfer. I will also cooperate fully with a *Deloitte Entity* in connection with any threat of or actual legal proceeding against a *Deloitte Entity* or any client, customer or licensor of a *Deloitte Entity* arising out of any matter with or of which I had contact or knowledge during my *Employment*.

**18. Notification of Post- Employment Obligations.** I agree that prior to accepting employment or affiliation with another firm or business I will advise such firm or business of my duties and obligations under this Employment Agreement. After my *Employment* ends, I agree that a *Deloitte Entity* shall be permitted to advise any firm or business with which I have accepted an offer of employment or affiliation concerning my duties and obligations under this Employment Agreement.

**19. Certification.** I agree that during or after my *Employment* I will, if requested, provide written certification in such form as the Employer may require that I have complied with my obligations hereunder, including, without limitation, those obligations set forth in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15 and 16 of this Agreement.

## **OUR ENFORCEMENT RIGHTS AND REMEDIES IN THE EVENT OF A BREACH**

**20. Equitable Relief and Attorney's Fees.** I acknowledge and agree that a breach of this Employment Agreement, including, but not limited to, a breach of my duties and obligations under the terms and conditions of Paragraphs 4, 5, 7, 8, 9, 10, 12, 14, 15 or 16 would cause irreparable harm to the *Deloitte Entities* and that, in addition to other remedies, the Employer on behalf of itself or another *Deloitte Entity* is entitled to a temporary restraining order, an injunction or other equitable relief to prevent any such breach. I also acknowledge that, to the extent permitted by law, a *Deloitte Entity* will be entitled to the payment of the *Deloitte Entities'* reasonable costs and attorney's fees incurred in enforcing this Employment Agreement. I also acknowledge that, to the extent permitted by law, the Employer may request that a court extend the one year period following the termination of my *Employment*, as provided in Paragraphs 12 and 15, to correspond with the period that I participated in activities prohibited by Paragraphs 12 and 15.

**21. Liquidated Damages: Client Fees.** I agree that in the event of a breach under Paragraph 12, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

**22. Liquidated Damages: Compensation.** I agree that the precise amount of damages flowing from a breach under Paragraph 15 would be impracticable or extremely difficult to ascertain in an actual amount. Therefore, I agree that in the event of a breach under Paragraph 15, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by or owed to any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

**23. Right of Inspection.** I agree to permit the Employer (or to use my best efforts to enable the Employer) to inspect my books and records (and the books and records of any entity which employs or is associated or affiliated with me), upon request and at reasonable times, to enable the Employer to confirm the calculations described above and to verify compliance with Paragraphs 12 and 15. The Employer shall keep confidential any proprietary information obtained, except as may be necessary or desirable to enable the Employer to enforce its rights under this Employment Agreement and except as may be required by any statute, court or administrative order to decree or government ruling or regulation.

**MISCELLANEOUS**

**24. Governing Law; Choice of Forum.** This Employment Agreement is deemed to have been executed in the Employer's office in **Hyderabad, Telangana, India** and will be construed and governed in accordance with the laws of the Republic of India without regard to its conflicts-of-law principles. You agree to submit to jurisdiction before any court of record in which the Employer's office to which you were assigned is located, or in which a breach of this Employment Agreement may occur, at the election of the Employer, and you waive any right to raise questions of personal jurisdiction or venue in any action the Employer may bring against you in any such court. You further agree to accept service of process/summons/legal notice from the Employer when that process/summons/legal notice is either sent to your last known address by certified mail or served by any other means permitted under the law of the jurisdiction in which the Employer may bring an action against you.

**25. Modifications.** My obligations hereunder may not be changed or modified, released, discharged, abandoned or terminated, in whole or in part, except by an instrument in writing signed by an *Authorized Signatory*.

**26. Severability.** Every provision of this Employment Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such term or provision will be enforced to the maximum extent permitted by law and, in any event, such illegality or invalidity shall not affect the validity of the remainder of the Employment Agreement.

**27. Blue-Penciling.** If any court determines that any provision of this Employment Agreement, or any part hereof, or the application of any such provision, or any part hereof, to any person or circumstance is unenforceable or void, such court shall have the power to modify such provision, or any part hereof, to the extent necessary to render it legal and enforceable while preserving its intent, or if such modification is not possible, by substituting therefore another provision that is legal and enforceable and that achieves the same objective.

**28. Waiver.** None of my obligations under this Employment Agreement shall be deemed to have been waived by the Employer except if the giving of such waiver is contained in a written notice given to me and no such waiver shall be deemed to be a waiver of any other or further obligation I have under this Employment Agreement.

**29. Entire Agreement.** This Employment Agreement, the Employer's employment application, the Terms and Conditions of Service issued pursuant to the offer of employment and any documentation employing me or transferring me to the Employer, contain the entire understanding between me and the Employer or any other *Deloitte Entity* with respect to the subject matter hereof and supersedes all prior representations, warranties, and agreements with respect to such subject matter, and no representations, warranties or other covenants exist with respect to such subject matter that are not contained or expressly referred to herein. Notwithstanding the foregoing, any written agreement between a *Deloitte Entity* and me with respect to the subject matter hereof that was signed by me prior to the effective date of this Employment Agreement shall remain valid and enforceable according to the terms of such agreement with respect to all acts and omissions occurring prior to the effective date of this Employment Agreement. In the event of a conflict between this Employment Agreement and the employment application or any other document purporting to set forth terms and conditions of my *Employment*, this Employment Agreement will control.

**30. Transfer and Assignment.** Unless as the Employer shall otherwise determine, the rights, obligations and benefits of the Employer under this Employment Agreement, including but not limited to those rights and benefits relating to my post-Employment obligations set forth in this Paragraph 30 and in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19 and 23 above, are transferred and assigned, in whole or in part (as the Employer shall determine) and without the need for my consent or the formality of documentation or prescribed processes, to (a) any *Deloitte Entity* in connection with my transfer to that *Deloitte Entity* or (b) any entity that acquires all or a part of the assets or business of the Employer. All provisions of this Employment Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, representatives, successors, and assigns of the Employer and me, and any *Deloitte Entity* to which I may be transferred during my *Employment*, provided, however, none of my duties or obligations under this Employment Agreement may be assigned or transferred by me to any other person or entity without the Employer's prior written approval of such assignment or transfer. Any purported assignments in violation of this Paragraph 30 shall be null and void.

**31. Headings.** The headings contained in this Employment Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Employment Agreement.

I have read the foregoing, understand it, and agree to comply with its terms.

**For Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
 6718FF75DA89400...

Pooja Madhani

**Talent**

**Authorized Signatory**

Effective as of , I accept all the terms and conditions of the Employer as stipulated in this Employment Agreement.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

**EXHIBIT A**

The definitions below apply to the italicized terms that appear in the Employment Agreement (including the exhibits):

**Attest Client** – attest client (or an affiliate of such client) of Deloitte & Touche LLP or a *Deloitte Entity*.

**Authorized Signatory** – a director, officer or other person who is authorized to sign on behalf of a *Deloitte Entity*.

**Confidential Information** – any information not generally known to the public, in any *Form*, that (1) relates to the operation of a *Deloitte Entity* or provides the *Deloitte Entities* with a competitive advantage, (2) consists of Personally Identifiable Information (*PII*) or other personal information about *Personnel*, client and other third party personnel, independent contractors, subcontractors, agents, vendors, suppliers or others which the Employer or another *Deloitte Entity* receives in the course of business, and (3) all other information entrusted to the Employer or another *Deloitte Entity* by clients and other third parties. *Confidential Information* includes, but is not limited to, *Intellectual Property*, supplier information, designs, business or marketing plans, forecasts and financial information, tax returns, tax identification numbers, agreements, client or prospective client lists, specific information about clients or prospective clients such as preferences for specific products and services, client or prospective client needs based on financial history and past purchases of services, client or prospective client development plans, specific rates charged to a client or offered to a prospective client and other business or client records. *Confidential Information* also includes, but is not limited to, debit or credit card information, employment applications, organization charts, performance ratings and other personnel records.

**Deloitte Entity** – the Employer, Deloitte LLP, and any corporation, company, partnership, limited liability company or other entity (a) that (i) is owned, directly or indirectly, in whole or in part, by Deloitte LLP (the “Deloitte U.S. Firms”), including but not limited to Deloitte LLP subsidiaries in India, the Deloitte Touche Tohmatsu verein, Deloitte Global Services Limited, Deloitte Global Services Holdings Limited, Deloitte Touche Tohmatsu Limited (“DTTL”) or any member firm of DTTL or affiliate thereof (collectively, the “DTTL Member Firms”) or (ii) controls, is controlled by or is under common control with any of the entities listed in clause (i); or (b) in which any *Personnel* participated on its behalf, or carried out any duties with respect to its affairs. For purposes of this Employment Agreement, the term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract, or otherwise.

**Deloitte Property** – *Confidential Information*, *Systems*, equipment, debit and credit cards issued in connection with my *Employment*, furniture, facilities and any and all other materials owned, licensed or leased by a *Deloitte Entity*, including, without limitation, computerized or electronic information and all copies thereof in any form or media, created by, furnished to, obtained by or prepared by me in the course of my employment in any capacity.

**Deloitte India (Offices of the US)** - The following companies shall be deemed to be the affiliates of each other and are collectively referred to as Deloitte India (Offices of the US): (i) Deloitte Consulting India Private Limited (ii) Deloitte Tax Services India Private Limited (iii) Deloitte Support Services India Private Limited (iv) Deloitte Financial Advisory Services India Private Limited and (v) Deloitte & Touche Assurance & Enterprise Risk Services India Private Limited.

**Electronic Communications** – all text, audio, video, images, information, data, files and attachments created, displayed, sent, received, posted, accessed or stored, whether deleted or not, by means of the *Systems*.

**Employment** – the nature of my relationship with the Employer or a *Deloitte Entity* pursuant to this Employment Agreement. Alternatively, and depending on context, *Employment* is the period of time during which this relationship persists.

**Form** - paper, computer disc, USB drive, website; any other tangible or electronic medium by which information may be stored or accessed; and human memory.

**Independence** – National Office (Independence) of Deloitte LLP.

**Intellectual Property** - works of authorship (including, without limitation, books, articles, data compilations, software and other copyrightable materials), materials, patents, inventions, designs, techniques, methodologies, processes, discoveries, know-how, ideas, trade secrets, moral rights, trademarks and other indicia of origin together with the goodwill therein, and all patent applications, copyright and trademark applications and registrations, and extensions and renewals thereof, throughout the world.

**Intellectual Property Rights** – all rights, title and interest in Intellectual Property.

**PCAOB** – the United States Public Company Accounting Oversight Board.

**Personal Creations** – *Intellectual Property* that meet all of the following criteria: (1) it is conceived, developed, and created by me on my own time without using *Deloitte Property* or *Personnel* (during work hours), facilities, *Confidential Information* or *Works* of a *Deloitte Entity*, (2) it is unrelated to the actual or reasonably anticipated business or research and development of a

*Deloitte Entity*, and (3) it does not result from any work performed by me and the *Personnel* (during work hours) for a *Deloitte Entity*.

**Personnel** – partners, principals, members, officers and employees of a *Deloitte Entity*.

**PII** – information (excluding business contact information such as an individual's name and one or more of the following: organization name, organizational title, organizational role, business address, business telephone number (including business cell phone number and business email address) relating to an identified or identifiable natural person. An identifiable natural person is a natural person who can be identified, directly or indirectly, by reference to an identification number or factors specific to his or her physical, physiological, mental, economic, cultural or social identity. Set forth below is a non-exclusive list of information that constitutes PII when such information relates to an identified or identifiable natural person:

- Account number (bank account, credit card, etc.)
- Address
- Biometric identifier
- Certificate or license number
- Date of birth
- Government identifiers (such as PAN)
- Name\*
- Personnel Number
- Photograph or video identifiable to an individual
- Vehicle identifier or serial number
- Other information related to an individual that may directly or indirectly identify that individual (e.g., salary, performance rating, purchase history, call history, etc.)

\* Note: When an individual's name is used with PII that is not business contact information, it is included in the definition of PII.

**Pre-existing Agreements or Arrangements** – agreements or arrangements that (1) relate to any *Pre-existing Creations*; or (2) may affect my ability to comply with the requirements of this Employment Agreement, including all contractual and other restrictions or obligations with other parties, including any post-employment restrictions and required notifications to the extent applicable under 18 United States Code §207, CFR 3.104-4, and India laws, rules and regulations that may or will impose limitations on my professional activities during my *Employment* (such as any non-compete agreements with prior employers and the one-year ban on lobbying contacts).

**Pre-existing Creations** – any *Intellectual Property* and *Intellectual Property Rights* that were developed or created by me, alone or with others, or otherwise acquired by me, before the period of my employment in any capacity with the Employer, in which I claim any ownership or right.

**Proceedings** – past or pending (1) actual or threatened claims or complaints of, or arising out of service to, present or former clients, (2) regulatory, self-regulatory, disciplinary, administrative, civil or criminal investigations, inquiries, charges, complaints, actions, sanctions, alternative dispute resolution proceedings, other proceedings or matters (other than criminal proceedings which relate solely to the operation of a motor vehicle) of any kind or nature, in India or any other jurisdiction, against me, including criminal proceedings arising out of my provision of professional services, proceedings brought by a professional association, or proceedings involving the Securities and Exchange Board of India, United States Securities and Exchange Commission or the PCAOB, other professional bodies like the Institute of Chartered Accountants of India or (3) matters of any kind or nature which could adversely affect my association with the Employer or my ability to perform my duties or responsibilities to the Employer, whether set forth in this Employment Agreement or otherwise, or my registration with or licensure by any governmental, quasi-governmental, or other regulatory agency, body or entity, in or outside the United States or India.

**Systems** – the communications systems or any part of such systems that a *Deloitte Entity* owns, licenses or operates and approves for use, including, but not limited to, e-mail, text messaging, Lotus Notes, Deloitte Online (eRoom), instant messaging, local area network, wide area network, Intranet (e.g., DeloitteNet, D Street), Internet, extranet, collaborative tools (e.g., blogs, wikis, etc.), laptop and desktop computers, servers, air cards, Personal Digital Assistants, cell phones, telephones and voicemail.

**Works** – all *Intellectual Property*, in any *Form*, created by me, alone or with others, during the period of my *Employment* that (1) is created within the scope of my *Employment*; (2) relates in any manner to the actual or anticipated business, research, or development of a *Deloitte Entity*; (3) results from any work assigned to or performed by me, alone or with others, for the Employer; or (4) is created with the use of *Deloitte Property*.

**EXHIBIT B****Pre-existing Creations; Pre-existing Agreements or Arrangements**

I understand and agree that the Employer makes no attempt to verify my claim of ownership to any of the *Pre-existing Creations* listed, and makes no admission that any *Pre-existing Creations* listed are owned by me.

[If yes, please enter details below]

Yes, I do have *Pre-existing Creations*, *Pre-existing Agreements or Arrangements*

No, I do not have *Pre-existing Creations*, *Pre-existing Agreements or Arrangements*

<b><u>Title</u></b>	<b><u>Date</u></b>	<b><u>Brief Description</u></b>
---------------------	--------------------	---------------------------------

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Print)

ACCEPTED AND AGREED TO:

**Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
6718FF75DA89400...

Pooja Madnani

**Talent**

Its: *Authorized Signatory*

\_\_\_\_\_  
Date

An *Authorized Signatory's* signature is required only if *Pre-existing Creations* or *Pre-existing Agreements* or *Arrangements* are listed pursuant to Paragraphs 2 and 11 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment made in light of Paragraph 2 that *Pre-existing Creations*, if any, are described and explained in sufficient detail so that the likelihood of confusion between the employee's *Pre-existing Creations* and the *Intellectual Property* of a *Deloitte Entity* can be avoided or minimized in the future and further indicates that the *Pre-existing Agreements* or *Arrangements* have been obtained and reviewed and that the *Authorized Signatory* is satisfied that such *Pre-existing Agreements* or *Arrangements* will not interfere with the employee's ability to comply with the requirements of this Employment Agreement.

**EXHIBIT C**

**Proceedings**

[none, unless otherwise specified]

Yes, I do have *Proceedings* to report

No, I do not have *Proceedings* to report

My signature below certifies that to the best of my knowledge, the information I have provided above, pursuant to Paragraph 3, is complete and accurate.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

**EXHIBIT D**

**Exceptions to Post-Employment Restrictions: re: Clients**

[none, unless otherwise specified]

As specified in Paragraph 13, I agree that after a period of three (3) years from my start date or the date of my employment, as the case may be, the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on Exhibit D to support the application of the obligations of Paragraph 12 to those clients.

Yes, I do have  
Post-Employment Restrictions  
re: Clients

No, I do not have  
Post-Employment Restrictions  
re: Clients

Name of Client

Specified Kind of Services(s) Permitted

ACCEPTED AND AGREED TO:

**Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
6718FF75DA89400...

Pooja Madnani

**Talent**

Its: Authorized Signatory

\_\_\_\_\_  
Date

I have read and understood the above policy terms.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

A n *Authorized Signatory's* signature is required only if information is provided pursuant to Paragraph 13 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment that criteria in Paragraph 13 have been fully satisfied, the clients listed have been properly identified, and the kinds of services permitted have been described with sufficient specificity.



## Terms and Conditions of Service

In continuation to our offer of employment with **Deloitte Tax Services India Private Limited** (the "Employer"), please note the terms and conditions of service.

The italicized terms in these Terms and Conditions of Service are defined in **Exhibit A** of the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement hereto.

### Terms of Service

#### 1. COMPLIANCE WITH INDEPENDENCE, ETHICS AND OTHER REQUIREMENTS

Deloitte & Touche LLP performs attest services for certain of its clients and is subject to the independence requirements of, among others, the United States Securities and Exchange Commission (SEC), the United States Public Company Accounting Oversight Board (PCAOB), and the American Institute of Certified Public Accountants (AICPA). These requirements mandate that certain of the Employer's employees and their relatives be independent of some or all of such attest clients and their affiliates in accordance with the policies of Deloitte LLP and its subsidiaries (the "Deloitte US Entities").

Upon joining the Employer, you will be asked to review a listing of the attest clients and the affiliates of such clients of certain of the Deloitte US Entities and disclose relationships or financial holdings that you or your relatives may have that could affect the independence of the Deloitte US Entities. Any relationships or holdings that conflict with, among other things, the requirements of the SEC, the PCAOB or the AICPA or the independence or ethics policies of the Deloitte US Entities will need to be resolved immediately. Further, you will be required to comply with these policies throughout your career with the Employer, including, when applicable, maintaining a current list of certain of your financial interests (but not their value) in the independence tracking system.

As a condition to your joining the Employer and continued employment, you are required to complete a representation regarding your understanding of, and compliance with, independence and other matters, on a periodical basis (as requested beginning on or prior to the date of you joining the Employer, annually thereafter, and upon certain changes in your role in the Employer), the details of which are provided in the independence representation. An example copy of this representation form is available for your reference on [www.deloittenet.com](http://www.deloittenet.com). The representation should be made to the best of your knowledge and ability. It is your responsibility to consult on any matter should you be uncertain or have a question. You are also requested to refer to [www.deloittenet.com](http://www.deloittenet.com) and *Independence* for more information in this respect. The representations made by you will be subject to an audit and may be reviewed by Deloitte LLP representatives and shared with certain third parties. If you are selected for such an audit, you will need to submit certain personal financial records to Deloitte LLP's internal audit team. Please be assured that Deloitte LLP fully intends to keep all information obtained through the audit process confidential and secure. You hereby give your consent to Deloitte LLP to use the information provided by you for such purposes as provided in the policies regarding independence and ethics.

In the event you (i) do not cooperate or comply with the independence requirements, or (ii) do not complete the necessary representations, or (iii) make inaccurate representation(s); you may be subject to disciplinary action including and up to termination of employment with the Employer.

Please feel free to contact or consult *Independence* should you require any further information or if you have any specific concerns in this respect.

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#### 2. NON DISCLOSURE, NON SOLICIT AND INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AGREEMENT ("Employment Agreement")

You will be expected to sign the Employer's Employment Agreement. Please contact Talent for further details.

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#### 3. HARRASSMENT POLICY

**Administrative Policy Release ("APR") 213** is the Employer's policy prohibiting harassment. Deloitte LLP's subsidiaries located in India ("Deloitte India (Offices of the US)") are committed to providing a working environment that is free from harassment based on caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis, in accordance with applicable Indian central, state or local law. Expressly forbidden are unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Depending on the circumstances, such harassment may also include conduct such as stereotyped or demeaning remarks or gestures or the display or circulation, whether in writing or electronically, of materials or pictures offensive to persons because of their caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis in accordance with applicable Indian central, state or local law. The full policy will be accessible to you on DeloitteNet after joining Deloitte U.S. India.

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#### 4. WORKING HOURS, HOLIDAYS, LEAVES AND MATERNITY BENEFITS

You will be provided with your standard working hours, which may vary over the course of your career. The Employer may, from time to time, subject to applicable laws, require the employee to work beyond these hours.

You shall be entitled to paid holidays and leave as per the Employer's policies.

Women employees are eligible for maternity benefits as per the recent amendments (2017) in the maternity benefit act, 1961, including having 26 weeks of maternity leave with pay, as applicable.

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#### 5. RETIREMENT AGE

The age of retirement for employees of Deloitte India (Offices of the US) is 60 years. Your employment will therefore automatically terminate at the end of the month in which you attain 60 years.

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#### 6. TRANSFERS

You may be transferred, assigned, or asked to attend training at the offices of a Deloitte Entity or its clients or third parties in India or abroad with or without additional compensation. In such an event, you will also be governed by the terms and conditions of service applicable to the transfer, assignment, or training.

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#### 7. NOTICE PERIOD FOR TERMINATION OF SERVICES

The notice period for termination of your services is **60 Days** by either side and/or salary in lieu of notice period on part of the Employer only.

The Employer expects all employees to maintain the highest standards of professional conduct at all times.

In order to assure orderly operations and provide the best possible work environment, the Employer expects you to follow rules of conduct that will protect the interests and safety of all personnel, including but not limited to the Code of Ethics and Professional Conduct.

In the event of any breach of the Code of Ethics and Professional Conduct, non-performance of a contractual obligation or the terms and conditions laid down in this Annexure, or if you engage in any misconduct whether or not in connection with or affecting the business or affairs of the Employer or the work conduct, as specified by Employer, you will be subject to disciplinary action up to and including termination of your services/ employment with the Employer without any notice or payment in lieu of notice notwithstanding any other terms and conditions stipulated herein.

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#### 8. MISCONDUCT

Misconduct may include but is not limited to:

- Irregular attendance: repeated or excessive absence, tardiness or early departures/ late comings without approval.
- Unreported or unapproved absence (including overstay of leave) for more than five consecutive days or deviation from assigned and accepted schedule for more than five days.
- Falsification or manipulation in background verification process or employment records, employment information, or other records prior to or after joining the Employer.
- Falsification or manipulation of Deloitte Time & Expense (DTE).
- Knowingly providing false statements, either verbally or in written form.
- Neglect of normal duties and functions.
- Practices such as reading personal materials during working time, having obscene or inappropriate posters or screen savers at your work station, playing games at your work station, etc.
- Continued discharge of work functions that do not meet the standards reasonably expected.
- Breach of the confidentiality provision in the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement including disclosing to any unauthorized person any *Confidential Information* or *PII*.
- Willful insubordination or disobedience, whether or not in combination with another, of any lawful and reasonable instructions of any member of management or any authorised person.
- Engaging in unapproved outside employment and activities as defined in APR 218 (US & IND)

([https://deloitte.net.deloitte.com/About/Policies/Admin/Pages/218\\_OutsideEmploymentActivities\\_US.aspx](https://deloitte.net.deloitte.com/About/Policies/Admin/Pages/218_OutsideEmploymentActivities_US.aspx)).

- Installing, downloading, copying or duplicating any unauthorized or unlicensed software, programs, games, or attachments on any computer system of the Employer or of any *Deloitte Entity* or its clients.
- Engaging in any illegal activities.
- Workplace violence, including threats of physical violence.
- Corporate credit card delinquencies.
- Causing damage to the property of the Employer, any *Deloitte Entity*, its clients, or their respective personnel
- Going on or abetting a strike in contravention of any law.
- Theft of any property belonging to another, the Employer or any *Deloitte Entity*, or their respective personnel, clients, or visitors
- Possession of firearms, explosives, knives or any instruments that can be used as an injurious or deadly weapon in the workplace or at any *Deloitte Entity* sponsored event.
- Corruption, fraud, or misappropriation of funds.
- Failure to comply with the policies, guidelines, rules and regulations of the Employer or a *Deloitte Entity* as applicable.
- Excessive personal use of the Employer's telephone, fax or computer systems.
- Failure to adhere to applicable laws.
- Any act prejudicial to or in conflict with the interests of the Employer or a *Deloitte Entity*.

The above terms and conditions are based on, and should be read in conjunction with, the Employer's policies, guidelines, procedures and other rules currently applicable, including but not limited to Administrative Policy Releases (APRs) and Deloitte India (Offices of the US)'s other policies, guidelines, rules, and regulations. The above rules are subject to amendments from time to time and the amended rules, policies, procedures, and guidelines would be posted on the Employer's Intranet site i.e. <https://deloitte.net.deloitte.com/Pages/Home.aspx> for employee reference. The policies will be updated from time to time in the future and we deem to have your consent to any and all such changes. Furthermore, upon acceptance of employment with the Employer, you may be requested to read and acknowledge acceptance of various policies and guidelines of the Employer. It is expected that you will read and acknowledge all such communications.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name



### Training Agreement

On behalf of **Deloitte Tax Services India Private Limited**, please accept our congratulations on your recent offer of employment to join the Company as **Tax Consultant I** pursuant to the terms and conditions of your offer letter dated **August 26, 2024**. You made a very favorable impression with everyone you met and we are excited about the possibility of you joining the Company.

As you may be aware, as a condition of employment with the Company, you may be required to travel Overseas to attend a series of training sessions for a period of up to 90 days. This training will be a combination of classroom procedural training as well as on-site training to observe employees conducting similar work at various client locations. This training represents the confidence we have in your ability to be a valuable member of the practice of the Company.

As per Company policy, we kindly bring to your attention that all employees attending training overseas are required to sign a Training Agreement which will obligate the employee to repay a calculated amount of the costs associated with the training, only if the employee resigns his/her position or are terminated for cause within a specified period after completion of the training (usually between 6 to 18 months). This repayment obligation disappears after the specified period of time has lapsed. We all look forward to seeing you again soon and having you join our team of outstanding professionals.

Sincerely,

For **Deloitte Tax Services India Private Limited**

DocuSigned by:

*Pooja Madhani*

6718FF75DA89400...

By:

Signature

**Authorized Signatory**

**Deloitte Tax Services India Private Limited****Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District, CIRCLE 3, Hyderabad - 500032, Telangana, India****Tel: +91 040 67621000**  
**www.deloitte.com****Subject: Offer of Employment****Dear MOHITHA V**

On behalf of **Deloitte Tax Services India Private Limited** (the "Employer" or "Company"), I am pleased to confirm our offer of employment to you as **Tax Consultant I** based in **Hyderabad**.

We extend this offer, and the opportunity it represents, with great confidence in your abilities. You have made a very favorable impression with everyone you met and we are excited with the prospect of you joining our organization on **OCT 12, 2022**.

Your immediate manager will communicate details of your role and work responsibilities in the initial weeks of your joining the Employer. During your employment, the Company may require you to work on any project that you are assigned to, on any technical platforms/skills and nature of the project, in differentiated work timing, at designated work space and location as may be decided by the company.

As part of your annual compensation, you will receive a Total Salary of **760000** and, will be eligible for a performance linked variable bonus. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount could vary depending upon the business and individual performance each fiscal year and, in some situations, could exceed the payout range indicated. Any amounts paid will be subject to statutory and other deductions as per Employer policies and practices. The details of your compensation breakdown are provided in the attached Annexure A.

As an incentive to join the Company, you are eligible to receive a joining bonus of **Rs./₹ 100,000/-** subject to your reporting for full-time employment on **OCT 12, 2022**.

. This amount will attract applicable taxes and will be processed as part of your first month's payroll. You will have an obligation to repay the entire amount of your joining bonus if you resign your position or are terminated for cause by the Company within **12 months** of your start date.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

Your employment with us will be governed by the Terms and Conditions as detailed in **Annexure B**, as well as any and all rules, regulations, guidelines, policies and practices of the Employer, which may be amended from time to time. Deloitte LLP and its U.S.-based subsidiaries (the "Deloitte U.S. Firms") requires their employees to make the necessary representations regarding independence and other matters. Because the Employer is an Indian subsidiary of Deloitte LLP, we must also comply with these independence requirements. Accordingly, this offer is conditional upon you agreeing to make such representations under the Employer's Independence Representations requirements, as further explained in **Annexure B**.

Your compensation details are confidential, and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization. We would like you to join the Employer on, or an alternative mutually agreed upon date.

This offer letter, together with the Annexures described herein, and the Non-Disclosure, Non Solicit and Intellectual Property Rights Assignment Agreement, the Information Security Policy (which you are required to sign upon joining), constitute the entire agreement between the parties with respect to the subject matter of this offer, and supersedes all other previous or contemporaneous oral or written representations, understandings or agreements relating to the subject matter of this offer between you and the Employer or its affiliates.

In compliance with applicable laws, Deloitte India (Offices of the US) provides its professionals with home pick-up and drop transport services within **pre-defined** boundary if their shift timings are between 8:30 p.m. - 6:00 a.m. in Hyderabad, 9:00 p.m. - 6:00 a.m. in Mumbai, Pune; 7:00 p.m. - 6:00 a.m. in Gurugram, 8:00 p.m. - 6:00 a.m. in Bengaluru, Chennai, and Kolkata.


This letter and **Deloitte Tax Services India Private Limited** employment application are intended to be final. To accept the offer and the terms of this letter, please sign below in the space provided within three business days.

everyone you have interviewed with joins me in extending to you congratulations and warm regards. We look forward to you joining our team.

Sincerely,

**For Deloitte Tax Services India Private Limited**

Best regards,

By:   
Signature

**Authorized Signatory**

**Acceptance**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Annexure A****Tax Consultant I -**

<b>Description</b>	<b>Monthly</b> (Rs. per month)	<b>Annual</b> (Rs. per Annum)
Basic Pay	<b>17,500</b>	<b>210,000</b>
House Rent Allowance (HRA)	<b>8,750</b>	<b>105,000</b>
Special Allowance <sup>1a &amp; 1b</sup>	<b>11,867</b>	<b>142,404</b>
Leave Travel Allowance <sup>2</sup>	<b>1,750</b>	<b>21,000</b>
Differential Allowance	<b>5,833</b>	<b>69,996</b>
Meal Card <sup>3</sup>	<b>2,200</b>	<b>26,400</b>
Employer's contribution to PF	<b>2,100</b>	<b>25,200</b>
<b>Total Salary (in Rs.)</b>	<b>50,000</b>	<b>600,000</b>
Variable Bonus*	You are eligible for a performance linked variable bonus. It will be paid out at the end of the fiscal year, as applicable and on the basis of your individual performance and performance of the business	
Medical Insurance Premium <sup>4</sup>	<b>3,014</b>	<b>36,167</b>

\*The Variable Bonus will vary, primarily based on your individual performance and the performance of the business, during the Employer's fiscal year which is June through May. Your performance will be formally assessed as a part of the Employer Performance Review Cycle Process. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount will vary depending upon the business and individual performance and in some circumstances, could exceed the payout range indicated. The performance of all the employees who have joined the Employer prior to March 1st will be assessed for the fiscal year ending in May. The disbursement of a Variable Bonus, if applicable, is subject to you being active on the rolls of the Employer, during the Annual Incentive Program payout cycle for the fiscal year. For employees joining during the period March 1st to May 30th, a prorated Variable Bonus, if applicable, will be based on the first year-end review ratings in the subsequent year and paid during the Annual Incentive Program payout cycle of that year. The Variable Bonus will not be paid in the event of termination of employment for any reason on or before the disbursement time. The application and interpretation of, and any determinations related to, the Variable Bonus is at the sole discretion of Employer. Employer may amend or terminate the Variable Bonus at any time. All compensation and benefits are based on employee's position with the Employer in India.

Contd/-....

Annexure A

<sup>1</sup>All employees may claim tax exemption, subject to tax rules from time to time, from their Special Allowance component, expenses incurred towards communication and Driver / Fuel & Maintenance Expenses as per eligibility mentioned below:

**Employee Level -  
Tax Consultant I**

<sup>1a</sup>Communication Expenses

<sup>1b</sup>Fuel Expenses

Only one Post paid mobile, one Land Phone  
and One internet connection bill(s) can be  
claimed.

Petrol / Driver / Insurance / Repairs &  
Maintenance

**Rs./₹ 3,000/-** per month

**Rs./₹ 7,500/-** per month

<sup>1a</sup> The internet/telephone/mobile bills should be in the Employee's name.

<sup>1b</sup> For claiming vehicle running expenses (Driver / Fuel / Repairs & Maintenance expenses) the vehicle has to be in the name of the Employee and the current tax rules are as under. The above limits will be applicable for all those who are on company car lease program and the below limits will apply for all those who are on self-owned car. In case of company leased car, taxability would be as per the current perquisite valuation rules.

Nature of Expenses	Own Vehicle –Maximum Tax exemption limit per month		
	4 Wheelers (Engine Capacity)		
	<= 1600 cc	> 1600 cc	Two Wheelers
Fuel & Maintenance	Rs. 1,800	Rs. 2,400	Rs. 900
Driver's Salary	Rs. 900	Rs. 900	Not applicable

All employees at and above **Senior Staff** are eligible for the company car lease program. If you choose to avail of this benefit, the amount towards lease rental will be paid by the firm on your behalf to the leasing company and your compensation structure will be adjusted accordingly. A revised letter with the new compensation structure will be issued that will supersede this letter for all practical purposes.

<sup>2</sup> The Leave Travel Allowance (LTA) will be paid on a monthly basis as an allowance with tax deducted at source. If you choose to avail the tax benefit on LTA, you should submit proof of expenses incurred by you for Self and / your immediate dependents. The taxability or otherwise of LTA will be as per the Income Tax Act 1961, details of which will form part of the LTA Form.

<sup>3</sup> Meal Card amount will be credited at the start of each month and for the first month (For New Hires) prorated amount will be processed as part of payroll. If not collected, it will be processed as a taxable amount with the salary.

<sup>4</sup> Annual Floating Medical Insurance Coverage for self and **6 dependents** is being paid by the Employer on your behalf. The premium amount is subject to change every year post renewal of insurance policy. In case you opt for an enhancement of the coverage limit, the additional premium will be adjusted accordingly from the special allowance.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

You may also be eligible to either a One-time Stipend or a temporary lodging basis joining the registered office location, you will receive a survey from Deloitte prior to your joining.

You may select the best option for availing the relocation assistance. If an employee who has availed this reimbursement decides to quit within 18 months from the date of relocation claim for whatever reason, the relocation reimbursement paid to the employee will be recovered in full, from the employee's full and final settlement.

By joining the Company, you will become a member under the 'Deloitte USI Employees Welfare Trust' and may be required to make a nominal contribution as a member.

Original bills towards the above components should be submitted during the Income Tax fiscal period evidencing the expenditure to get Income Tax exemption, failing which the same will attract applicable Income Tax.

Submission of false, tampered or altered bills as proof of expense for any of the above components will result in disciplinary action including termination of employment.

**Your compensation above is subject to income tax deduction per rules and guidelines prescribed under the prevailing tax laws. This may change from time to time in line with the amendments done in tax laws.**





## Annexure B

### **Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement ("Employment Agreement")**

In consideration of my employment by **Deloitte Tax Services India Private Limited**, an Employer incorporated under the provisions of the Companies Act, 1956 and having its registered office **Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District, CIRCLE 3, Hyderabad - 500032, Telangana, India** (the "Employer") as **Tax Consultant I** - and other valuable consideration, I acknowledge and agree that:

#### **PRELIMINARY MATTERS**

**1. Defined Terms.** The italicized terms in this agreement (the "Employment Agreement") are defined in **Exhibit A** hereto.

**2. Pre-existing Agreements or Arrangements.** I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Agreements or Arrangements*. The Employer expects me to abide by all restrictions or obligations that are contained in such Pre-existing Agreements or Arrangements and to avoid involvement, while employed by the Employer, in any matter that could pose a conflict as a result of confidential information or intellectual property obtained by me prior to my *Employment*. I further represent that none of these restrictions or obligations, including those set forth in any non-compete agreements with prior employers, is inconsistent with my acceptance of the Employer's offer of *Employment* or my becoming, and serving as, **Tax Consultant I** of the Employer. To the extent applicable and if I am joining the Employer after having served as an employee or official of the United States Government, I further represent that: (1) I have disclosed my prior participation, if any, in any discussions or negotiations with, or decisions to award contracts to, the Deloitte U.S. Firms while I was employed by the United States Government; and (2) I had either recused myself or had not played an active role in the applicable United States Government agency's decision to award any contracts to the Deloitte U.S. Firms while I was employed by the United States Government.

#### **PROTECTION OF OUR BUSINESS**

**3. Reporting of Proceedings.** Except as provided by law and except as I have disclosed in writing on **Exhibit C** to this Agreement, I represent and warrant that I have no *Proceedings* to report. Should I become a subject of any *Proceedings* during my association with the Employer, I agree to immediately report, in writing, all relevant facts to the Chief Talent Officer of Deloitte LLP, the Regional Talent Director of the Employer, and the Chief Ethics and Compliance Officer of Deloitte LLP. I understand that my responses are subject to audit and review by the Employer and others in accordance with applicable professional, ethical, legal, or Employer requirements, rules, regulations, policies, or practices, or other requests.

**4. Confidentiality.** I acknowledge that, by virtue of my *Employment*, I will acquire and be exposed to, have access to, make use of and/or create *Confidential Information*. Therefore, I agree to hold in trust and confidence all such *Confidential Information*. I will neither disclose any such *Confidential Information* to anyone outside a *Deloitte Entity* without the prior written approval of an *Authorized Signatory*, except as required by my authorized duties for the Employer, nor use any such *Confidential Information* for any purpose other than for the benefit of a *Deloitte Entity*.

**5. Third Party Information and Property.** I agree that during my *Employment*, I shall not use or disclose any confidential information or intellectual property of any former employer or other person or entity without the prior written authorization of such employer, person or entity and the prior written consent of an *Authorized Signatory*. If I were to use or disclose any such Confidential Information or Intellectual Property without prior consent, and any of the *Deloitte Entities* become the subject of any claim from a third party regarding such unauthorized use or disclosure, I agree to hold harmless and indemnify the *Deloitte Entities* for any legal defense costs and/or damages related to any such claim.

**6. Authorization.** Only employees of the Employer holding a senior or managerial position with the Employer will be authorized by a specific authorization, delegation, or power of attorney to sign legal documents, representing the Employer. Similarly, only such authorized employees of the Employer may speak about the Employer, the business and plans, various client-related projects etc.

**7. Competing Activities and Conflict of Interest.** During the period of my *Employment* I will not, directly or indirectly, participate in or in any way render services or assistance to any business that is or may be competitive with a *Deloitte Entity*, whether or not for compensation, or engage in any conduct which might result in, or create the appearance of using my position for private gain or other than for the benefit of a *Deloitte Entity*, or otherwise create a conflict, or the appearance of a conflict, of interest with a *Deloitte Entity*. Such conduct shall include, but not be limited to, having an undisclosed financial interest in any vendor or supplier of a *Deloitte Entity*, accepting payments of any kind or gifts other than of a nominal value from vendors, clients or suppliers, or having an undisclosed relationship with a family member or other individual who is employed or

associated with any entity in active or potential competition with a *Deloitte Entity*, and which creates a conflict of interest. I represent and warrant that I am not currently aware of any present or past violation of this provision.

**8. Authorization to Access Systems and Electronic Communications and use of Deloitte Property.** I understand that while employed with a *Deloitte Entity*, I will use and have access to the Systems. I also acknowledge that a *Deloitte Entity* has the right at any time to access, retrieve, delete, monitor, examine, use and/or disclose my Electronic Communications and information from (or about) me and the content, without notice to me, and that such *Electronic Communications* are considered part of a *Deloitte Entity's* business and client records and are not to be considered private or personal to me or any other *Personnel*. I further acknowledge that this right extends to *Electronic Communications* transmitted for either a business or personal purpose.

I agree that I am authorized to access the *Systems* only for approved business purposes and occasional personal use if such use does not interfere with my work responsibilities and other required business activities, business operations, or *Systems* performance. However, I also acknowledge that such occasional personal use does not create an expectation of privacy as to any of my personal *Electronic Communications* and, as such, are *Deloitte Property*.

I further acknowledge that I am not authorized to use the *Systems* for personal gain or any illegal or unethical use. I agree that under no circumstances am I authorized to access any of the *Systems* for the purpose of obtaining *Deloitte Property* for a competitor of a *Deloitte Entity*, transmitting *Deloitte Property* to me (e.g., emailing *Confidential Information* to my personal email address) or to a third party for purposes other than furthering the business objectives of a *Deloitte Entity*. I am not authorized to download a *Deloitte Entity's Confidential Information* or other *Deloitte Property* to removable media such as a CD Rom, disk or thumb drive other than as authorized for furthering the business objectives of a *Deloitte Entity*.

I will be responsible for the safe keeping and return in good condition and order of all the *Deloitte Property* that may be in my use, custody, care or charge. For the loss of any *Deloitte Property* in my possession or custody or for which I have been assigned responsibility, the Employer will have a right to assess on its own basis and recover from me, the damages in respect of such materials (out of the amounts due to me or otherwise) and to take such other legal action as it deems appropriate including termination of my employment without notice or payment in lieu thereof in the event of my failure to account for such material or property to its satisfaction.

**9. Security.** I am provided with a worktable and lockable storage space. I will ensure they are locked when unattended and understand that a duplicate key will only be provided if I sign for it. I am required to display my identity card to the appropriate security personnel on demand and at all times within the office premises.

**10. Ownership of Works.**

a. I agree that the Employer owns all rights, title and interest in and to all *Works*.

b. I agree that all *Works* are deemed works made for hire under India copyright or applicable laws or equivalent laws of any applicable foreign jurisdiction, and all *Intellectual Property Rights* therein vest automatically in the Employer upon creation of the *Works*. I agree that, to the extent any *Work* is held not to be a work made for hire, I hereby irrevocably assign all *Intellectual Property Rights* in the *Work* to the Employer. Notwithstanding anything contained in Section 19(4) of the Indian Copyright Act, 1957, I agree that such assignment shall continue to be in force for perpetuity irrespective of whether or not the Employer exercises its rights as the assignee for any period of time.

c. I will at all times, even after termination of my *Employment*, do whatever the Employer reasonably requests of me, at the Employer's expense, to document the assignment of any *Works* to the Employer or to assist the Employer in pursuing, renewing, extending or assigning any *Intellectual Property Rights*, and otherwise perfecting, protecting and enforcing said *Intellectual Property Rights* in, any *Works*. I agree that, as between me and the Employer, the Employer shall be the sole author, inventor, and owner of all such *Works* and *Intellectual Property Rights* therein throughout the world, and that the Employer shall have the sole right to seek copyright registrations, patents or trademark registrations, including all extensions and renewals thereof. I also hereby agree that I waive all moral rights in any *Works*.

I also agree to assign all my right, title and interest in and to any particular *Works* to a third party as directed by the Employer.

In the event the Employer is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraphs, I hereby irrevocably designate and appoint the Employer and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and in my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraphs with the same legal force and effect as if executed by me. I hereby waive any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any *Works* assigned hereunder to the Employer.

d. During a 12 month period after termination of my *Employment*, I agree that any *Intellectual Property* I create or conceive that results from and is related to any work assigned to or performed by me for the Employer, or that was created using *Deloitte Property*, is a *Work* that is subject to Paragraph 10 (b) above. For purposes of clarification, the foregoing provision is in addition to, and not in limitation of, any rights and remedies the Employer may have under the applicable laws protecting *Intellectual*

*Property of the Deloitte Entities.*

e. I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Employer) of all *Works* developed by me during the period of my employment with the Employer, which records shall be available to and remain the sole property of the Employer at all times.

**11. Pre-existing Creations; Personal Creations.** My obligations in Paragraph 10 do not apply to *Pre-existing Creations* and *Personal Creations*. I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Creations*. I acknowledge and agree that I will not assert any ownership rights against the *Deloitte Entities*, or their respective clients, with respect to any *Pre-existing Creations* unless they appear on **Exhibit B**, and **Exhibit B** has been accepted and agreed to by an *Authorized Signatory* who has signed at the bottom of such **Exhibit B**. I further agree that I shall not use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment* without the prior written consent of an *Authorized Signatory*. To the extent that I use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment*, I agree that, except as otherwise provided in a written agreement executed by me and the Employer, I hereby grant to the Employer an irrevocable, royalty free, perpetual, fully paid up, transferable, sub-licensable license to use, reproduce, distribute, display, perform, modify and create derivative works of and otherwise exploit such *Pre-existing Creations* or *Personal Creations* for any purpose including, but not limited to, client engagements.

**12. Post- Employment Restrictions re: Clients.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or serving of certain clients related to my work for a *Deloitte Entity* would necessarily involve the unauthorized use or disclosure of *Confidential Information*, and the proprietary relationships and goodwill of the *Deloitte Entities*, and, in the case of my serving of certain clients, could compromise the full compliance of the Employer or another *Deloitte Entity* with the applicable laws, rules and regulations of a U.S. or India regulatory body or other independence-related requirement of a regulatory body. Accordingly, during the period of my *Employment* and for a period of one year thereafter, I will not, directly or indirectly, solicit or provide services to any existing client of a *Deloitte Entity* with which I had personal contact and provided services during the two-year period prior to termination of my *Employment*.

**13. Exceptions to Post- Employment Restrictions re: Clients.** I understand that the obligations of Paragraph 12 will not apply for a period of three (3) years after my start date or the date of my promotion or transfer to clients of a *Deloitte Entity* and/or certain specified kinds of services rendered to such clients that meet all of the following criteria: (a) are personal clients of mine who came to a *Deloitte Entity* solely to avail themselves of certain specified kinds of services rendered by me and only as a result of my own independent recruitment efforts, which a *Deloitte Entity* neither subsidized nor otherwise financially supported as part of a program of client development, (b) are listed on **Exhibit D** expressly by name with respect to client and with sufficient specificity with respect to the kinds of service(s) that I will be permitted to render, and (c) are accepted and agreed to as to their listing on **Exhibit D** by an *Authorized Signatory* who has signed at the bottom of such Exhibit. I agree that after a period of three (3) years from my start date or the date of my promotion or transfer the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on **Exhibit D** to support the application of the obligations of Paragraph 12 to those clients.

**14. Future Employment with Clients.** Except as otherwise provided herein, I understand that I am not prohibited from accepting employment with a client (or an affiliate of such client) of a *Deloitte Entity*. Before entering into substantive discussions with an *Attest Client* regarding any employment opportunity, I acknowledge and agree that during my *Employment* and for five years thereafter I must first notify *Independence* and obtain prior written approval from *Independence*. I acknowledge and understand that it is the intent of the Employer to interpret and apply this provision (a) in an effort to ensure the full compliance of the *Deloitte Entities* with applicable U.S. and India laws, rules, and regulations; (b) to serve the public interest; and (c) to protect the legitimate interests of the *Deloitte Entities* or their respective *Attest Clients* under applicable U.S. or India laws, rules and regulations in a manner that is no greater than is reasonably necessary to protect such interests and without being unduly harsh and oppressive to me and my interests in future employment with an *Attest Client*. Further, I acknowledge and agree that because of, among other things, the importance of the *Deloitte Entities* remaining in compliance with applicable independence rules, such approval may be withheld by *Independence* in the event that my employment with an *Attest Client* would, in the view of Deloitte LLP, be inconsistent with applicable laws, rules and regulations or jeopardize the independence of a *Deloitte Entity* with respect to such *Attest Client*.

**15. Restrictions re: Personnel and Contractors.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or hiring or of any of its *Personnel* or contractors of the *Deloitte Entities*, or my participation in their hiring, admission or retention, would necessarily involve the unauthorized use or disclosure of *Confidential Information* or the proprietary relationships and goodwill of the *Deloitte Entities*. Accordingly, during my *Employment* and for one year thereafter, I will not, directly or indirectly, (a) solicit or attempt to solicit, or participate in the solicitation of or any attempt to solicit any *Personnel* to leave a *Deloitte Entity*, or to join any firm or business with which I may be or become affiliated; (b) participate in the hiring or admission of any *Personnel*; or (c) cause a contractor of a *Deloitte Entity* to cease providing services to, with, or on behalf of the *Deloitte Entity*.

**16. Post- Employment Restrictions re: Deloitte Property.** Upon termination of my *Employment*: (a) I will not use or disclose *Deloitte Property*, including, but not limited to, *Confidential Information* and *Works*, for any purpose; (b) I will not retain or take with me any *Deloitte Property*; (c) I will immediately deliver to a *Deloitte Entity* at any location that it designates, at my expense, within one business day after the termination of my *Employment* or on an alternate date designated by a *Deloitte*

*Entity*, any *Deloitte Property* that I may then or thereafter hold or control; and (d) I agree to allow a *Deloitte Entity* to inspect any of my personal or home computers, including smart phones, tablet computers, or any device, media or location capable of storing electronic data, to determine whether any *Deloitte Property* resides on such computers and to permit a *Deloitte Entity* to remove such *Deloitte Property*.

## OTHER POST- EMPLOYMENT OBLIGATIONS

**17. Transition of Work and Cooperation.** Upon termination of my *Employment* for any reason, I will cooperate with a *Deloitte Entity* in all matters relating to the completion of pending work and its orderly transfer. I will also cooperate fully with a *Deloitte Entity* in connection with any threat of or actual legal proceeding against a *Deloitte Entity* or any client, customer or licensor of a *Deloitte Entity* arising out of any matter with or of which I had contact or knowledge during my *Employment*.

**18. Notification of Post- Employment Obligations.** I agree that prior to accepting employment or affiliation with another firm or business I will advise such firm or business of my duties and obligations under this Employment Agreement. After my *Employment* ends, I agree that a *Deloitte Entity* shall be permitted to advise any firm or business with which I have accepted an offer of employment or affiliation concerning my duties and obligations under this Employment Agreement.

**19. Certification.** I agree that during or after my *Employment* I will, if requested, provide written certification in such form as the Employer may require that I have complied with my obligations hereunder, including, without limitation, those obligations set forth in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15 and 16 of this Agreement.

## OUR ENFORCEMENT RIGHTS AND REMEDIES IN THE EVENT OF A BREACH

**20. Equitable Relief and Attorney's Fees.** I acknowledge and agree that a breach of this Employment Agreement, including, but not limited to, a breach of my duties and obligations under the terms and conditions of Paragraphs 4, 5, 7, 8, 9, 10, 12, 14, 15 or 16 would cause irreparable harm to the *Deloitte Entities* and that, in addition to other remedies, the Employer on behalf of itself or another *Deloitte Entity* is entitled to a temporary restraining order, an injunction or other equitable relief to prevent any such breach. I also acknowledge that, to the extent permitted by law, a *Deloitte Entity* will be entitled to the payment of the *Deloitte Entities'* reasonable costs and attorney's fees incurred in enforcing this Employment Agreement. I also acknowledge that, to the extent permitted by law, the Employer may request that a court extend the one year period following the termination of my *Employment*, as provided in Paragraphs 12 and 15, to correspond with the period that I participated in activities prohibited by Paragraphs 12 and 15.

**21. Liquidated Damages: Client Fees.** I agree that in the event of a breach under Paragraph 12, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

**22. Liquidated Damages: Compensation.** I agree that the precise amount of damages flowing from a breach under Paragraph 15 would be impracticable or extremely difficult to ascertain in an actual amount. Therefore, I agree that in the event of a breach under Paragraph 15, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by or owed to any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

**23. Right of Inspection.** I agree to permit the Employer (or to use my best efforts to enable the Employer) to inspect my books and records (and the books and records of any entity which employs or is associated or affiliated with me), upon request and at reasonable times, to enable the Employer to confirm the calculations described above and to verify compliance with Paragraphs 12 and 15. The Employer shall keep confidential any proprietary information obtained, except as may be necessary or desirable to enable the Employer to enforce its rights under this Employment Agreement and except as may be required by any statute, court or administrative order to decree or government ruling or regulation.

**MISCELLANEOUS**

**24. Governing Law; Choice of Forum.** This Employment Agreement is deemed to have been executed in the Employer's office in **Hyderabad, Telangana, India** and will be construed and governed in accordance with the laws of the Republic of India without regard to its conflicts-of-law principles. You agree to submit to jurisdiction before any court of record in which the Employer's office to which you were assigned is located, or in which a breach of this Employment Agreement may occur, at the election of the Employer, and you waive any right to raise questions of personal jurisdiction or venue in any action the Employer may bring against you in any such court. You further agree to accept service of process/summons/legal notice from the Employer when that process/summons/legal notice is either sent to your last known address by certified mail or served by any other means permitted under the law of the jurisdiction in which the Employer may bring an action against you.

**25. Modifications.** My obligations hereunder may not be changed or modified, released, discharged, abandoned or terminated, in whole or in part, except by an instrument in writing signed by an *Authorized Signatory*.

**26. Severability.** Every provision of this Employment Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such term or provision will be enforced to the maximum extent permitted by law and, in any event, such illegality or invalidity shall not affect the validity of the remainder of the Employment Agreement.

**27. Blue-Penciling.** If any court determines that any provision of this Employment Agreement, or any part hereof, or the application of any such provision, or any part hereof, to any person or circumstance is unenforceable or void, such court shall have the power to modify such provision, or any part hereof, to the extent necessary to render it legal and enforceable while preserving its intent, or if such modification is not possible, by substituting therefore another provision that is legal and enforceable and that achieves the same objective.

**28. Waiver.** None of my obligations under this Employment Agreement shall be deemed to have been waived by the Employer except if the giving of such waiver is contained in a written notice given to me and no such waiver shall be deemed to be a waiver of any other or further obligation I have under this Employment Agreement.


**29. Entire Agreement.** This Employment Agreement, the Employer's employment application, the Terms and Conditions of Service issued pursuant to the offer of employment and any documentation employing me or transferring me to the Employer, contain the entire understanding between me and the Employer or any other *Deloitte Entity* with respect to the subject matter hereof and supersedes all prior representations, warranties, and agreements with respect to such subject matter, and no representations, warranties or other covenants exist with respect to such subject matter that are not contained or expressly referred to herein. Notwithstanding the foregoing, any written agreement between a *Deloitte Entity* and me with respect to the subject matter hereof that was signed by me prior to the effective date of this Employment Agreement shall remain valid and enforceable according to the terms of such agreement with respect to all acts and omissions occurring prior to the effective date of this Employment Agreement. In the event of a conflict between this Employment Agreement and the employment application or any other document purporting to set forth terms and conditions of my *Employment*, this Employment Agreement will control.

**30. Transfer and Assignment.** Unless as the Employer shall otherwise determine, the rights, obligations and benefits of the Employer under this Employment Agreement, including but not limited to those rights and benefits relating to my post-Employment obligations set forth in this Paragraph 30 and in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19 and 23 above, are transferred and assigned, in whole or in part (as the Employer shall determine) and without the need for my consent or the formality of documentation or prescribed processes, to (a) any *Deloitte Entity* in connection with my transfer to that *Deloitte Entity* or (b) any entity that acquires all or a part of the assets or business of the Employer. All provisions of this Employment Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, representatives, successors, and assigns of the Employer and me, and any *Deloitte Entity* to which I may be transferred during my *Employment*, provided, however, none of my duties or obligations under this Employment Agreement may be assigned or transferred by me to any other person or entity without the Employer's prior written approval of such assignment or transfer. Any purported assignments in violation of this Paragraph 30 shall be null and void.

**31. Headings.** The headings contained in this Employment Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Employment Agreement.

I have read the foregoing, understand it, and agree to comply with its terms.

**For Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
 6718FF75DA89400...

Pooja Madhani

**Talent**

**Authorized Signatory**

Effective as of , I accept all the terms and conditions of the Employer as stipulated in this Employment Agreement.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

**EXHIBIT A**

The definitions below apply to the italicized terms that appear in the Employment Agreement (including the exhibits):

**Attest Client** – attest client (or an affiliate of such client) of Deloitte & Touche LLP or a *Deloitte Entity*.

**Authorized Signatory** – a director, officer or other person who is authorized to sign on behalf of a *Deloitte Entity*.

**Confidential Information** – any information not generally known to the public, in any *Form*, that (1) relates to the operation of a *Deloitte Entity* or provides the *Deloitte Entities* with a competitive advantage, (2) consists of Personally Identifiable Information (*PII*) or other personal information about *Personnel*, client and other third party personnel, independent contractors, subcontractors, agents, vendors, suppliers or others which the Employer or another *Deloitte Entity* receives in the course of business, and (3) all other information entrusted to the Employer or another *Deloitte Entity* by clients and other third parties. *Confidential Information* includes, but is not limited to, *Intellectual Property*, supplier information, designs, business or marketing plans, forecasts and financial information, tax returns, tax identification numbers, agreements, client or prospective client lists, specific information about clients or prospective clients such as preferences for specific products and services, client or prospective client needs based on financial history and past purchases of services, client or prospective client development plans, specific rates charged to a client or offered to a prospective client and other business or client records. *Confidential Information* also includes, but is not limited to, debit or credit card information, employment applications, organization charts, performance ratings and other personnel records.

**Deloitte Entity** – the Employer, Deloitte LLP, and any corporation, company, partnership, limited liability company or other entity (a) that (i) is owned, directly or indirectly, in whole or in part, by Deloitte LLP (the “Deloitte U.S. Firms”), including but not limited to Deloitte LLP subsidiaries in India, the Deloitte Touche Tohmatsu verein, Deloitte Global Services Limited, Deloitte Global Services Holdings Limited, Deloitte Touche Tohmatsu Limited (“DTTL”) or any member firm of DTTL or affiliate thereof (collectively, the “DTTL Member Firms”) or (ii) controls, is controlled by or is under common control with any of the entities listed in clause (i); or (b) in which any *Personnel* participated on its behalf, or carried out any duties with respect to its affairs. For purposes of this Employment Agreement, the term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract, or otherwise.

**Deloitte Property** – *Confidential Information*, *Systems*, equipment, debit and credit cards issued in connection with my *Employment*, furniture, facilities and any and all other materials owned, licensed or leased by a *Deloitte Entity*, including, without limitation, computerized or electronic information and all copies thereof in any form or media, created by, furnished to, obtained by or prepared by me in the course of my employment in any capacity.

**Deloitte India (Offices of the US)** – The following companies shall be deemed to be the affiliates of each other and are collectively referred to as Deloitte India (Offices of the US): (i) Deloitte Consulting India Private Limited (ii) Deloitte Tax Services India Private Limited (iii) Deloitte Support Services India Private Limited (iv) Deloitte Financial Advisory Services India Private Limited and (v) Deloitte & Touche Assurance & Enterprise Risk Services India Private Limited.

**Electronic Communications** – all text, audio, video, images, information, data, files and attachments created, displayed, sent, received, posted, accessed or stored, whether deleted or not, by means of the *Systems*.

**Employment** – the nature of my relationship with the Employer or a *Deloitte Entity* pursuant to this Employment Agreement. Alternatively, and depending on context, *Employment* is the period of time during which this relationship persists.

**Form** – paper, computer disc, USB drive, website; any other tangible or electronic medium by which information may be stored or accessed; and human memory.

**Independence** – National Office (Independence) of Deloitte LLP.

**Intellectual Property** – works of authorship (including, without limitation, books, articles, data compilations, software and other copyrightable materials), materials, patents, inventions, designs, techniques, methodologies, processes, discoveries, know-how, ideas, trade secrets, moral rights, trademarks and other indicia of origin together with the goodwill therein, and all patent applications, copyright and trademark applications and registrations, and extensions and renewals thereof, throughout the world.

**Intellectual Property Rights** – all rights, title and interest in Intellectual Property.

**PCAOB** – the United States Public Company Accounting Oversight Board.

**Personal Creations** – *Intellectual Property* that meet all of the following criteria: (1) it is conceived, developed, and created by me on my own time without using *Deloitte Property* or *Personnel* (during work hours), facilities, *Confidential Information* or *Works* of a *Deloitte Entity*, (2) it is unrelated to the actual or reasonably anticipated business or research and development of a

*Deloitte Entity*, and (3) it does not result from any work performed by me and the *Personnel* (during work hours) for a *Deloitte Entity*.

**Personnel** – partners, principals, members, officers and employees of a *Deloitte Entity*.

**PII** – information (excluding business contact information such as an individual's name and one or more of the following: organization name, organizational title, organizational role, business address, business telephone number (including business cell phone number and business email address) relating to an identified or identifiable natural person. An identifiable natural person is a natural person who can be identified, directly or indirectly, by reference to an identification number or factors specific to his or her physical, physiological, mental, economic, cultural or social identity. Set forth below is a non-exclusive list of information that constitutes PII when such information relates to an identified or identifiable natural person:

- Account number (bank account, credit card, etc.)
- Address
- Biometric identifier
- Certificate or license number
- Date of birth
- Government identifiers (such as PAN)
- Name\*
- Personnel Number
- Photograph or video identifiable to an individual
- Vehicle identifier or serial number
- Other information related to an individual that may directly or indirectly identify that individual (e.g., salary, performance rating, purchase history, call history, etc.)

\* Note: When an individual's name is used with PII that is not business contact information, it is included in the definition of PII.

**Pre-existing Agreements or Arrangements** – agreements or arrangements that (1) relate to any *Pre-existing Creations*; or (2) may affect my ability to comply with the requirements of this Employment Agreement, including all contractual and other restrictions or obligations with other parties, including any post-employment restrictions and required notifications to the extent applicable under 18 United States Code §207, CFR 3.104-4, and India laws, rules and regulations that may or will impose limitations on my professional activities during my *Employment* (such as any non-compete agreements with prior employers and the one-year ban on lobbying contacts).

**Pre-existing Creations** – any *Intellectual Property* and *Intellectual Property Rights* that were developed or created by me, alone or with others, or otherwise acquired by me, before the period of my employment in any capacity with the Employer, in which I claim any ownership or right.

**Proceedings** – past or pending (1) actual or threatened claims or complaints of, or arising out of service to, present or former clients, (2) regulatory, self-regulatory, disciplinary, administrative, civil or criminal investigations, inquiries, charges, complaints, actions, sanctions, alternative dispute resolution proceedings, other proceedings or matters (other than criminal proceedings which relate solely to the operation of a motor vehicle) of any kind or nature, in India or any other jurisdiction, against me, including criminal proceedings arising out of my provision of professional services, proceedings brought by a professional association, or proceedings involving the Securities and Exchange Board of India, United States Securities and Exchange Commission or the PCAOB, other professional bodies like the Institute of Chartered Accountants of India or (3) matters of any kind or nature which could adversely affect my association with the Employer or my ability to perform my duties or responsibilities to the Employer, whether set forth in this Employment Agreement or otherwise, or my registration with or licensure by any governmental, quasi-governmental, or other regulatory agency, body or entity, in or outside the United States or India.

**Systems** – the communications systems or any part of such systems that a *Deloitte Entity* owns, licenses or operates and approves for use, including, but not limited to, e-mail, text messaging, Lotus Notes, Deloitte Online (eRoom), instant messaging, local area network, wide area network, Intranet (e.g., DeloitteNet, D Street), Internet, extranet, collaborative tools (e.g., blogs, wikis, etc.), laptop and desktop computers, servers, air cards, Personal Digital Assistants, cell phones, telephones and voicemail.

**Works** – all *Intellectual Property*, in any *Form*, created by me, alone or with others, during the period of my *Employment* that (1) is created within the scope of my *Employment*; (2) relates in any manner to the actual or anticipated business, research, or development of a *Deloitte Entity*; (3) results from any work assigned to or performed by me, alone or with others, for the Employer; or (4) is created with the use of *Deloitte Property*.



**EXHIBIT B****Pre-existing Creations; Pre-existing Agreements or Arrangements**

I understand and agree that the Employer makes no attempt to verify my claim of ownership to any of the *Pre-existing Creations* listed, and makes no admission that any *Pre-existing Creations* listed are owned by me.

[If yes, please enter details below]

Yes, I do have *Pre-existing Creations*, *Pre-existing Agreements or Arrangements*

No, I do not have *Pre-existing Creations*, *Pre-existing Agreements or Arrangements*

<b><u>Title</u></b>	<b><u>Date</u></b>	<b><u>Brief Description</u></b>
---------------------	--------------------	---------------------------------

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Print)

ACCEPTED AND AGREED TO:

**Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
6718FF75DA89400...

Pooja Madnani

**Talent**

Its: *Authorized Signatory*

\_\_\_\_\_  
Date

An *Authorized Signatory's* signature is required only if *Pre-existing Creations* or *Pre-existing Agreements* or *Arrangements* are listed pursuant to Paragraphs 2 and 11 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment made in light of Paragraph 2 that *Pre-existing Creations*, if any, are described and explained in sufficient detail so that the likelihood of confusion between the employee's *Pre-existing Creations* and the *Intellectual Property* of a *Deloitte Entity* can be avoided or minimized in the future and further indicates that the *Pre-existing Agreements* or *Arrangements* have been obtained and reviewed and that the *Authorized Signatory* is satisfied that such *Pre-existing Agreements* or *Arrangements* will not interfere with the employee's ability to comply with the requirements of this Employment Agreement.

**EXHIBIT C**

**Proceedings**

[none, unless otherwise specified]

Yes, I do have *Proceedings* to report

No, I do not have *Proceedings* to report

My signature below certifies that to the best of my knowledge, the information I have provided above, pursuant to Paragraph 3, is complete and accurate.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

**EXHIBIT D**

**Exceptions to Post-Employment Restrictions: re: Clients**

[none, unless otherwise specified]

As specified in Paragraph 13, I agree that after a period of three (3) years from my start date or the date of my employment, as the case may be, the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on Exhibit D to support the application of the obligations of Paragraph 12 to those clients.

Yes, I do have  
Post-Employment Restrictions  
re: Clients

No, I do not have  
Post-Employment Restrictions  
re: Clients

<u>Name of Client</u>	<u>Specified Kind of Services(s) Permitted</u>
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ACCEPTED AND AGREED TO:

**Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
6718FF75DA89400...

Pooja Madnani

**Talent**

Its:     Authorized Signatory	_____
	Date

I have read and understood the above policy terms.

_____	_____	_____
Signature	Name	Date

A n *Authorized Signatory's* signature is required only if information is provided pursuant to Paragraph 13 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment that criteria in Paragraph 13 have been fully satisfied, the clients listed have been properly identified, and the kinds of services permitted have been described with sufficient specificity.

## Terms and Conditions of Service

In continuation to our offer of employment with **Deloitte Tax Services India Private Limited** (the "Employer"), please note the terms and conditions of service.

The italicized terms in these Terms and Conditions of Service are defined in **Exhibit A** of the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement hereto.

### Terms of Service

#### 1. COMPLIANCE WITH INDEPENDENCE, ETHICS AND OTHER REQUIREMENTS

Deloitte & Touche LLP performs attest services for certain of its clients and is subject to the independence requirements of, among others, the United States Securities and Exchange Commission (SEC), the United States Public Company Accounting Oversight Board (PCAOB), and the American Institute of Certified Public Accountants (AICPA). These requirements mandate that certain of the Employer's employees and their relatives be independent of some or all of such attest clients and their affiliates in accordance with the policies of Deloitte LLP and its subsidiaries (the "Deloitte US Entities").

Upon joining the Employer, you will be asked to review a listing of the attest clients and the affiliates of such clients of certain of the Deloitte US Entities and disclose relationships or financial holdings that you or your relatives may have that could affect the independence of the Deloitte US Entities. Any relationships or holdings that conflict with, among other things, the requirements of the SEC, the PCAOB or the AICPA or the independence or ethics policies of the Deloitte US Entities will need to be resolved immediately. Further, you will be required to comply with these policies throughout your career with the Employer, including, when applicable, maintaining a current list of certain of your financial interests (but not their value) in the independence tracking system.

As a condition to your joining the Employer and continued employment, you are required to complete a representation regarding your understanding of, and compliance with, independence and other matters, on a periodical basis (as requested beginning on or prior to the date of you joining the Employer, annually thereafter, and upon certain changes in your role in the Employer), the details of which are provided in the independence representation. An example copy of this representation form is available for your reference on [www.deloittenet.com](http://www.deloittenet.com). The representation should be made to the best of your knowledge and ability. It is your responsibility to consult on any matter should you be uncertain or have a question. You are also requested to refer to [www.deloittenet.com](http://www.deloittenet.com) and *Independence* for more information in this respect. The representations made by you will be subject to an audit and may be reviewed by Deloitte LLP representatives and shared with certain third parties. If you are selected for such an audit, you will need to submit certain personal financial records to Deloitte LLP's internal audit team. Please be assured that Deloitte LLP fully intends to keep all information obtained through the audit process confidential and secure. You hereby give your consent to Deloitte LLP to use the information provided by you for such purposes as provided in the policies regarding independence and ethics.

In the event you (i) do not cooperate or comply with the independence requirements, or (ii) do not complete the necessary representations, or (iii) make inaccurate representation(s); you may be subject to disciplinary action including and up to termination of employment with the Employer.

Please feel free to contact or consult *Independence* should you require any further information or if you have any specific concerns in this respect.

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#### 2. NON DISCLOSURE, NON SOLICIT AND INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AGREEMENT ("Employment Agreement")

You will be expected to sign the Employer's Employment Agreement. Please contact Talent for further details.

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#### 3. HARRASSMENT POLICY

**Administrative Policy Release ("APR") 213** is the Employer's policy prohibiting harassment. Deloitte LLP's subsidiaries located in India ("Deloitte India (Offices of the US)") are committed to providing a working environment that is free from harassment based on caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis, in accordance with applicable Indian central, state or local law. Expressly forbidden are unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Depending on the circumstances, such harassment may also include conduct such as stereotyped or demeaning remarks or gestures or the display or circulation, whether in writing or electronically, of materials or pictures offensive to persons because of their caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis in accordance with applicable Indian central, state or local law. The full policy will be accessible to you on DeloitteNet after joining Deloitte U.S. India.

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#### 4. WORKING HOURS, HOLIDAYS, LEAVES AND MATERNITY BENEFITS

You will be provided with your standard working hours, which may vary over the course of your career. The Employer may, from time to time, subject to applicable laws, require the employee to work beyond these hours.

You shall be entitled to paid holidays and leave as per the Employer's policies.

Women employees are eligible for maternity benefits as per the recent amendments (2017) in the maternity benefit act, 1961, including having 26 weeks of maternity leave with pay, as applicable.

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#### 5. RETIREMENT AGE

The age of retirement for employees of Deloitte India (Offices of the US) is 60 years. Your employment will therefore automatically terminate at the end of the month in which you attain 60 years.

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#### 6. TRANSFERS

You may be transferred, assigned, or asked to attend training at the offices of a Deloitte Entity or its clients or third parties in India or abroad with or without additional compensation. In such an event, you will also be governed by the terms and conditions of service applicable to the transfer, assignment, or training.

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#### 7. NOTICE PERIOD FOR TERMINATION OF SERVICES

The notice period for termination of your services is **60 Days** by either side and/or salary in lieu of notice period on part of the Employer only.

The Employer expects all employees to maintain the highest standards of professional conduct at all times.

In order to assure orderly operations and provide the best possible work environment, the Employer expects you to follow rules of conduct that will protect the interests and safety of all personnel, including but not limited to the Code of Ethics and Professional Conduct.

In the event of any breach of the Code of Ethics and Professional Conduct, non-performance of a contractual obligation or the terms and conditions laid down in this Annexure, or if you engage in any misconduct whether or not in connection with or affecting the business or affairs of the Employer or the work conduct, as specified by Employer, you will be subject to disciplinary action up to and including termination of your services/ employment with the Employer without any notice or payment in lieu of notice notwithstanding any other terms and conditions stipulated herein.

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#### 8. MISCONDUCT

Misconduct may include but is not limited to:

- Irregular attendance: repeated or excessive absence, tardiness or early departures/ late comings without approval.
- Unreported or unapproved absence (including overstay of leave) for more than five consecutive days or deviation from assigned and accepted schedule for more than five days.
- Falsification or manipulation in background verification process or employment records, employment information, or other records prior to or after joining the Employer.
- Falsification or manipulation of Deloitte Time & Expense (DTE).
- Knowingly providing false statements, either verbally or in written form.
- Neglect of normal duties and functions.
- Practices such as reading personal materials during working time, having obscene or inappropriate posters or screen savers at your work station, playing games at your work station, etc.
- Continued discharge of work functions that do not meet the standards reasonably expected.
- Breach of the confidentiality provision in the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement including disclosing to any unauthorized person any *Confidential Information* or *PII*.
- Willful insubordination or disobedience, whether or not in combination with another, of any lawful and reasonable instructions of any member of management or any authorised person.
- Engaging in unapproved outside employment and activities as defined in APR 218 (US & IND)

([https://deloittenet.deloitte.com/About/Policies/Admin/Pages/218\\_OutsideEmploymentActivities\\_US.aspx](https://deloittenet.deloitte.com/About/Policies/Admin/Pages/218_OutsideEmploymentActivities_US.aspx)).

- Installing, downloading, copying or duplicating any unauthorized or unlicensed software, programs, games, or attachments on any computer system of the Employer or of any *Deloitte Entity* or its clients.
- Engaging in any illegal activities.
- Workplace violence, including threats of physical violence.
- Corporate credit card delinquencies.
- Causing damage to the property of the Employer, any *Deloitte Entity*, its clients, or their respective personnel
- Going on or abetting a strike in contravention of any law.
- Theft of any property belonging to another, the Employer or any *Deloitte Entity*, or their respective personnel, clients, or visitors
- Possession of firearms, explosives, knives or any instruments that can be used as an injurious or deadly weapon in the workplace or at any *Deloitte Entity* sponsored event.
- Corruption, fraud, or misappropriation of funds.
- Failure to comply with the policies, guidelines, rules and regulations of the Employer or a *Deloitte Entity* as applicable.
- Excessive personal use of the Employer's telephone, fax or computer systems.
- Failure to adhere to applicable laws.
- Any act prejudicial to or in conflict with the interests of the Employer or a *Deloitte Entity*.

The above terms and conditions are based on, and should be read in conjunction with, the Employer's policies, guidelines, procedures and other rules currently applicable, including but not limited to Administrative Policy Releases (APRs) and Deloitte India (Offices of the US)'s other policies, guidelines, rules, and regulations. The above rules are subject to amendments from time to time and the amended rules, policies, procedures, and guidelines would be posted on the Employer's Intranet site i.e. <https://deloittenet.deloitte.com/Pages/Home.aspx> for employee reference. The policies will be updated from time to time in the future and we deem to have your consent to any and all such changes. Furthermore, upon acceptance of employment with the Employer, you may be requested to read and acknowledge acceptance of various policies and guidelines of the Employer. It is expected that you will read and acknowledge all such communications.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name



### Training Agreement

On behalf of **Deloitte Tax Services India Private Limited**, please accept our congratulations on your recent offer of employment to join the Company as **Tax Consultant I** pursuant to the terms and conditions of your offer letter dated **August 26, 2024**. You made a very favorable impression with everyone you met and we are excited about the possibility of you joining the Company.

As you may be aware, as a condition of employment with the Company, you may be required to travel Overseas to attend a series of training sessions for a period of up to 90 days. This training will be a combination of classroom procedural training as well as on-site training to observe employees conducting similar work at various client locations. This training represents the confidence we have in your ability to be a valuable member of the practice of the Company.

As per Company policy, we kindly bring to your attention that all employees attending training overseas are required to sign a Training Agreement which will obligate the employee to repay a calculated amount of the costs associated with the training, only if the employee resigns his/her position or are terminated for cause within a specified period after completion of the training (usually between 6 to 18 months). This repayment obligation disappears after the specified period of time has lapsed. We all look forward to seeing you again soon and having you join our team of outstanding professionals.

Sincerely,

For **Deloitte Tax Services India Private Limited**

DocuSigned by:

*Pooja Madhani*

6718FF75DA89400...

By:

Signature

**Authorized Signatory**



**Deloitte Tax Services India Private Limited**

**Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District, CIRCLE 3, Hyderabad - 500032, Telangana, India**

**Tel: +91 040 67621000**  
**www.deloitte.com**

**Subject: Offer of Employment**

**Dear MONISH S CHAWAN**

On behalf of **Deloitte Tax Services India Private Limited** (the "Employer" or "Company"), I am pleased to confirm our offer of employment to you as **Tax Consultant I** based in **Hyderabad**.

We extend this offer, and the opportunity it represents, with great confidence in your abilities. You have made a very favorable impression with everyone you met and we are excited with the prospect of you joining our organization on **OCT 12, 2022**.

Your immediate manager will communicate details of your role and work responsibilities in the initial weeks of your joining the Employer. During your employment, the Company may require you to work on any project that you are assigned to, on any technical platforms/skills and nature of the project, in differentiated work timing, at designated work space and location as may be decided by the company.

As part of your annual compensation, you will receive a Total Salary of **760000** and, will be eligible for a performance linked variable bonus. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount could vary depending upon the business and individual performance each fiscal year and, in some situations, could exceed the payout range indicated. Any amounts paid will be subject to statutory and other deductions as per Employer policies and practices. The details of your compensation breakdown are provided in the attached Annexure A.

As an incentive to join the Company, you are eligible to receive a joining bonus of **Rs./₹ 100,000/-** subject to your reporting for full-time employment on **OCT 12, 2022**.

. This amount will attract applicable taxes and will be processed as part of your first month's payroll. You will have an obligation to repay the entire amount of your joining bonus if you resign your position or are terminated for cause by the Company within **12 months** of your start date.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

Your employment with us will be governed by the Terms and Conditions as detailed in **Annexure B**, as well as any and all rules, regulations, guidelines, policies and practices of the Employer, which may be amended from time to time. Deloitte LLP and its U.S.-based subsidiaries (the "Deloitte U.S. Firms") requires their employees to make the necessary representations regarding independence and other matters. Because the Employer is an Indian subsidiary of Deloitte LLP, we must also comply with these independence requirements. Accordingly, this offer is conditional upon you agreeing to make such representations under the Employer's Independence Representations requirements, as further explained in **Annexure B**.

Your compensation details are confidential, and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization. We would like you to join the Employer on, or an alternative mutually agreed upon date.

This offer letter, together with the Annexures described herein, and the Non-Disclosure, Non Solicit and Intellectual Property Rights Assignment Agreement, the Information Security Policy (which you are required to sign upon joining), constitute the entire agreement between the parties with respect to the subject matter of this offer, and supersedes all other previous or contemporaneous oral or written representations, understandings or agreements relating to the subject matter of this offer between you and the Employer or its affiliates.



In compliance with applicable laws, Deloitte India (Offices of the US) provides its professionals with home pick-up and drop transport services within **pre-defined** boundary if their shift timings are between 8:30 p.m. - 6:00 a.m. in Hyderabad, 9:00 p.m. - 6:00 a.m. in Mumbai, Pune; 7:00 p.m. - 6:00 a.m. in Gurugram, 8:00 p.m. - 6:00 a.m. in Bengaluru, Chennai, and Kolkata.


This letter and **Deloitte Tax Services India Private Limited** employment application are intended to be final. To accept the offer and the terms of this letter, please sign below in the space provided within three business days.

everyone you have interviewed with joins me in extending to you congratulations and warm regards. We look forward to you joining our team.

Sincerely,

**For Deloitte Tax Services India Private Limited**

Best regards,

By:   
Signature

**Authorized Signatory**

**Acceptance**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Annexure A****Tax Consultant I -**

<b>Description</b>	<b>Monthly</b> (Rs. per month)	<b>Annual</b> (Rs. per Annum)
Basic Pay	<b>17,500</b>	<b>210,000</b>
House Rent Allowance (HRA)	<b>8,750</b>	<b>105,000</b>
Special Allowance <sup>1a &amp; 1b</sup>	<b>11,867</b>	<b>142,404</b>
Leave Travel Allowance <sup>2</sup>	<b>1,750</b>	<b>21,000</b>
Differential Allowance	<b>5,833</b>	<b>69,996</b>
Meal Card <sup>3</sup>	<b>2,200</b>	<b>26,400</b>
Employer's contribution to PF	<b>2,100</b>	<b>25,200</b>
<b>Total Salary (in Rs.)</b>	<b>50,000</b>	<b>600,000</b>
Variable Bonus*	You are eligible for a performance linked variable bonus. It will be paid out at the end of the fiscal year, as applicable and on the basis of your individual performance and performance of the business	
Medical Insurance Premium <sup>4</sup>	<b>3,014</b>	<b>36,167</b>

\*The Variable Bonus will vary, primarily based on your individual performance and the performance of the business, during the Employer's fiscal year which is June through May. Your performance will be formally assessed as a part of the Employer Performance Review Cycle Process. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount will vary depending upon the business and individual performance and in some circumstances, could exceed the payout range indicated. The performance of all the employees who have joined the Employer prior to March 1st will be assessed for the fiscal year ending in May. The disbursement of a Variable Bonus, if applicable, is subject to you being active on the rolls of the Employer, during the Annual Incentive Program payout cycle for the fiscal year. For employees joining during the period March 1st to May 30th, a prorated Variable Bonus, if applicable, will be based on the first year-end review ratings in the subsequent year and paid during the Annual Incentive Program payout cycle of that year. The Variable Bonus will not be paid in the event of termination of employment for any reason on or before the disbursement time. The application and interpretation of, and any determinations related to, the Variable Bonus is at the sole discretion of Employer. Employer may amend or terminate the Variable Bonus at any time. All compensation and benefits are based on employee's position with the Employer in India.

Contd/-....

Annexure A

<sup>1</sup>All employees may claim tax exemption, subject to tax rules from time to time, from their Special Allowance component, expenses incurred towards communication and Driver / Fuel & Maintenance Expenses as per eligibility mentioned below:

**Employee Level -  
Tax Consultant I**

<sup>1a</sup>Communication Expenses

<sup>1b</sup>Fuel Expenses

Only one Post paid mobile, one Land Phone  
and One internet connection bill(s) can be  
claimed.

Petrol / Driver / Insurance / Repairs &  
Maintenance

**Rs./₹ 3,000/-** per month

**Rs./₹ 7,500/-** per month

<sup>1a</sup> The internet/telephone/mobile bills should be in the Employee's name.

<sup>1b</sup> For claiming vehicle running expenses (Driver / Fuel / Repairs & Maintenance expenses) the vehicle has to be in the name of the Employee and the current tax rules are as under. The above limits will be applicable for all those who are on company car lease program and the below limits will apply for all those who are on self-owned car. In case of company leased car, taxability would be as per the current perquisite valuation rules.

Nature of Expenses	Own Vehicle –Maximum Tax exemption limit per month		
	4 Wheelers (Engine Capacity)		
	<= 1600 cc	> 1600 cc	Two Wheelers
Fuel & Maintenance	Rs. 1,800	Rs. 2,400	Rs. 900
Driver's Salary	Rs. 900	Rs. 900	Not applicable

All employees at and above **Senior Staff** are eligible for the company car lease program. If you choose to avail of this benefit, the amount towards lease rental will be paid by the firm on your behalf to the leasing company and your compensation structure will be adjusted accordingly. A revised letter with the new compensation structure will be issued that will supersede this letter for all practical purposes.

<sup>2</sup> The Leave Travel Allowance (LTA) will be paid on a monthly basis as an allowance with tax deducted at source. If you choose to avail the tax benefit on LTA, you should submit proof of expenses incurred by you for Self and / your immediate dependents. The taxability or otherwise of LTA will be as per the Income Tax Act 1961, details of which will form part of the LTA Form.

<sup>3</sup> Meal Card amount will be credited at the start of each month and for the first month (For New Hires) prorated amount will be processed as part of payroll. If not collected, it will be processed as a taxable amount with the salary.

<sup>4</sup> Annual Floating Medical Insurance Coverage for self and **6 dependents** is being paid by the Employer on your behalf. The premium amount is subject to change every year post renewal of insurance policy. In case you opt for an enhancement of the coverage limit, the additional premium will be adjusted accordingly from the special allowance.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

You may also be eligible to either a One-time Stipend or a temporary lodging basis joining the registered office location, you will receive a survey from Deloitte prior to your joining.

You may select the best option for availing the relocation assistance. If an employee who has availed this reimbursement decides to quit within 18 months from the date of relocation claim for whatever reason, the relocation reimbursement paid to the employee will be recovered in full, from the employee's full and final settlement.

By joining the Company, you will become a member under the 'Deloitte USI Employees Welfare Trust' and may be required to make a nominal contribution as a member.

Original bills towards the above components should be submitted during the Income Tax fiscal period evidencing the expenditure to get Income Tax exemption, failing which the same will attract applicable Income Tax.

Submission of false, tampered or altered bills as proof of expense for any of the above components will result in disciplinary action including termination of employment.

**Your compensation above is subject to income tax deduction per rules and guidelines prescribed under the prevailing tax laws. This may change from time to time in line with the amendments done in tax laws.**



## Annexure B

### **Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement ("Employment Agreement")**

In consideration of my employment by **Deloitte Tax Services India Private Limited**, an Employer incorporated under the provisions of the Companies Act, 1956 and having its registered office **Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District, CIRCLE 3, Hyderabad - 500032, Telangana, India** (the "Employer") as **Tax Consultant I** - and other valuable consideration, I acknowledge and agree that:

#### **PRELIMINARY MATTERS**

**1. Defined Terms.** The italicized terms in this agreement (the "Employment Agreement") are defined in **Exhibit A** hereto.

**2. Pre-existing Agreements or Arrangements.** I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Agreements or Arrangements*. The Employer expects me to abide by all restrictions or obligations that are contained in such Pre-existing Agreements or Arrangements and to avoid involvement, while employed by the Employer, in any matter that could pose a conflict as a result of confidential information or intellectual property obtained by me prior to my *Employment*. I further represent that none of these restrictions or obligations, including those set forth in any non-compete agreements with prior employers, is inconsistent with my acceptance of the Employer's offer of *Employment* or my becoming, and serving as, **Tax Consultant I** of the Employer. To the extent applicable and if I am joining the Employer after having served as an employee or official of the United States Government, I further represent that: (1) I have disclosed my prior participation, if any, in any discussions or negotiations with, or decisions to award contracts to, the Deloitte U.S. Firms while I was employed by the United States Government; and (2) I had either recused myself or had not played an active role in the applicable United States Government agency's decision to award any contracts to the Deloitte U.S. Firms while I was employed by the United States Government.

#### **PROTECTION OF OUR BUSINESS**

**3. Reporting of Proceedings.** Except as provided by law and except as I have disclosed in writing on **Exhibit C** to this Agreement, I represent and warrant that I have no *Proceedings* to report. Should I become a subject of any *Proceedings* during my association with the Employer, I agree to immediately report, in writing, all relevant facts to the Chief Talent Officer of Deloitte LLP, the Regional Talent Director of the Employer, and the Chief Ethics and Compliance Officer of Deloitte LLP. I understand that my responses are subject to audit and review by the Employer and others in accordance with applicable professional, ethical, legal, or Employer requirements, rules, regulations, policies, or practices, or other requests.

**4. Confidentiality.** I acknowledge that, by virtue of my *Employment*, I will acquire and be exposed to, have access to, make use of and/or create *Confidential Information*. Therefore, I agree to hold in trust and confidence all such *Confidential Information*. I will neither disclose any such *Confidential Information* to anyone outside a *Deloitte Entity* without the prior written approval of an *Authorized Signatory*, except as required by my authorized duties for the Employer, nor use any such *Confidential Information* for any purpose other than for the benefit of a *Deloitte Entity*.

**5. Third Party Information and Property.** I agree that during my *Employment*, I shall not use or disclose any confidential information or intellectual property of any former employer or other person or entity without the prior written authorization of such employer, person or entity and the prior written consent of an *Authorized Signatory*. If I were to use or disclose any such Confidential Information or Intellectual Property without prior consent, and any of the *Deloitte Entities* become the subject of any claim from a third party regarding such unauthorized use or disclosure, I agree to hold harmless and indemnify the *Deloitte Entities* for any legal defense costs and/or damages related to any such claim.

**6. Authorization.** Only employees of the Employer holding a senior or managerial position with the Employer will be authorized by a specific authorization, delegation, or power of attorney to sign legal documents, representing the Employer. Similarly, only such authorized employees of the Employer may speak about the Employer, the business and plans, various client-related projects etc.

**7. Competing Activities and Conflict of Interest.** During the period of my *Employment* I will not, directly or indirectly, participate in or in any way render services or assistance to any business that is or may be competitive with a *Deloitte Entity*, whether or not for compensation, or engage in any conduct which might result in, or create the appearance of using my position for private gain or other than for the benefit of a *Deloitte Entity*, or otherwise create a conflict, or the appearance of a conflict, of interest with a *Deloitte Entity*. Such conduct shall include, but not be limited to, having an undisclosed financial interest in any vendor or supplier of a *Deloitte Entity*, accepting payments of any kind or gifts other than of a nominal value from vendors, clients or suppliers, or having an undisclosed relationship with a family member or other individual who is employed or

associated with any entity in active or potential competition with a *Deloitte Entity*, and which creates a conflict of interest. I represent and warrant that I am not currently aware of any present or past violation of this provision.

**8. Authorization to Access Systems and Electronic Communications and use of Deloitte Property.** I understand that while employed with a *Deloitte Entity*, I will use and have access to the Systems. I also acknowledge that a *Deloitte Entity* has the right at any time to access, retrieve, delete, monitor, examine, use and/or disclose my Electronic Communications and information from (or about) me and the content, without notice to me, and that such *Electronic Communications* are considered part of a *Deloitte Entity's* business and client records and are not to be considered private or personal to me or any other *Personnel*. I further acknowledge that this right extends to *Electronic Communications* transmitted for either a business or personal purpose.

I agree that I am authorized to access the *Systems* only for approved business purposes and occasional personal use if such use does not interfere with my work responsibilities and other required business activities, business operations, or *Systems* performance. However, I also acknowledge that such occasional personal use does not create an expectation of privacy as to any of my personal *Electronic Communications* and, as such, are *Deloitte Property*.

I further acknowledge that I am not authorized to use the *Systems* for personal gain or any illegal or unethical use. I agree that under no circumstances am I authorized to access any of the *Systems* for the purpose of obtaining *Deloitte Property* for a competitor of a *Deloitte Entity*, transmitting *Deloitte Property* to me (e.g., emailing *Confidential Information* to my personal email address) or to a third party for purposes other than furthering the business objectives of a *Deloitte Entity*. I am not authorized to download a *Deloitte Entity's Confidential Information* or other *Deloitte Property* to removable media such as a CD Rom, disk or thumb drive other than as authorized for furthering the business objectives of a *Deloitte Entity*.

I will be responsible for the safe keeping and return in good condition and order of all the *Deloitte Property* that may be in my use, custody, care or charge. For the loss of any *Deloitte Property* in my possession or custody or for which I have been assigned responsibility, the Employer will have a right to assess on its own basis and recover from me, the damages in respect of such materials (out of the amounts due to me or otherwise) and to take such other legal action as it deems appropriate including termination of my employment without notice or payment in lieu thereof in the event of my failure to account for such material or property to its satisfaction.

**9. Security.** I am provided with a worktable and lockable storage space. I will ensure they are locked when unattended and understand that a duplicate key will only be provided if I sign for it. I am required to display my identity card to the appropriate security personnel on demand and at all times within the office premises.

**10. Ownership of Works.**

a. I agree that the Employer owns all rights, title and interest in and to all *Works*.

b. I agree that all *Works* are deemed works made for hire under India copyright or applicable laws or equivalent laws of any applicable foreign jurisdiction, and all *Intellectual Property Rights* therein vest automatically in the Employer upon creation of the *Works*. I agree that, to the extent any *Work* is held not to be a work made for hire, I hereby irrevocably assign all *Intellectual Property Rights* in the *Work* to the Employer. Notwithstanding anything contained in Section 19(4) of the Indian Copyright Act, 1957, I agree that such assignment shall continue to be in force for perpetuity irrespective of whether or not the Employer exercises its rights as the assignee for any period of time.

c. I will at all times, even after termination of my *Employment*, do whatever the Employer reasonably requests of me, at the Employer's expense, to document the assignment of any *Works* to the Employer or to assist the Employer in pursuing, renewing, extending or assigning any *Intellectual Property Rights*, and otherwise perfecting, protecting and enforcing said *Intellectual Property Rights* in, any *Works*. I agree that, as between me and the Employer, the Employer shall be the sole author, inventor, and owner of all such *Works* and *Intellectual Property Rights* therein throughout the world, and that the Employer shall have the sole right to seek copyright registrations, patents or trademark registrations, including all extensions and renewals thereof. I also hereby agree that I waive all moral rights in any *Works*.

I also agree to assign all my right, title and interest in and to any particular *Works* to a third party as directed by the Employer.

In the event the Employer is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraphs, I hereby irrevocably designate and appoint the Employer and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and in my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraphs with the same legal force and effect as if executed by me. I hereby waive any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any *Works* assigned hereunder to the Employer.

d. During a 12 month period after termination of my *Employment*, I agree that any *Intellectual Property* I create or conceive that results from and is related to any work assigned to or performed by me for the Employer, or that was created using *Deloitte Property*, is a *Work* that is subject to Paragraph 10 (b) above. For purposes of clarification, the foregoing provision is in addition to, and not in limitation of, any rights and remedies the Employer may have under the applicable laws protecting *Intellectual*

*Property of the Deloitte Entities.*

e. I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Employer) of all *Works* developed by me during the period of my employment with the Employer, which records shall be available to and remain the sole property of the Employer at all times.

**11. Pre-existing Creations; Personal Creations.** My obligations in Paragraph 10 do not apply to *Pre-existing Creations* and *Personal Creations*. I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Creations*. I acknowledge and agree that I will not assert any ownership rights against the *Deloitte Entities*, or their respective clients, with respect to any *Pre-existing Creations* unless they appear on **Exhibit B**, and **Exhibit B** has been accepted and agreed to by an *Authorized Signatory* who has signed at the bottom of such **Exhibit B**. I further agree that I shall not use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment* without the prior written consent of an *Authorized Signatory*. To the extent that I use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment*, I agree that, except as otherwise provided in a written agreement executed by me and the Employer, I hereby grant to the Employer an irrevocable, royalty free, perpetual, fully paid up, transferable, sub-licensable license to use, reproduce, distribute, display, perform, modify and create derivative works of and otherwise exploit such *Pre-existing Creations* or *Personal Creations* for any purpose including, but not limited to, client engagements.

**12. Post- Employment Restrictions re: Clients.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or serving of certain clients related to my work for a *Deloitte Entity* would necessarily involve the unauthorized use or disclosure of *Confidential Information*, and the proprietary relationships and goodwill of the *Deloitte Entities*, and, in the case of my serving of certain clients, could compromise the full compliance of the Employer or another *Deloitte Entity* with the applicable laws, rules and regulations of a U.S. or India regulatory body or other independence-related requirement of a regulatory body. Accordingly, during the period of my *Employment* and for a period of one year thereafter, I will not, directly or indirectly, solicit or provide services to any existing client of a *Deloitte Entity* with which I had personal contact and provided services during the two-year period prior to termination of my *Employment*.

**13. Exceptions to Post- Employment Restrictions re: Clients.** I understand that the obligations of Paragraph 12 will not apply for a period of three (3) years after my start date or the date of my promotion or transfer to clients of a *Deloitte Entity* and/or certain specified kinds of services rendered to such clients that meet all of the following criteria: (a) are personal clients of mine who came to a *Deloitte Entity* solely to avail themselves of certain specified kinds of services rendered by me and only as a result of my own independent recruitment efforts, which a *Deloitte Entity* neither subsidized nor otherwise financially supported as part of a program of client development, (b) are listed on **Exhibit D** expressly by name with respect to client and with sufficient specificity with respect to the kinds of service(s) that I will be permitted to render, and (c) are accepted and agreed to as to their listing on **Exhibit D** by an *Authorized Signatory* who has signed at the bottom of such Exhibit. I agree that after a period of three (3) years from my start date or the date of my promotion or transfer the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on **Exhibit D** to support the application of the obligations of Paragraph 12 to those clients.

**14. Future Employment with Clients.** Except as otherwise provided herein, I understand that I am not prohibited from accepting employment with a client (or an affiliate of such client) of a *Deloitte Entity*. Before entering into substantive discussions with an *Attest Client* regarding any employment opportunity, I acknowledge and agree that during my *Employment* and for five years thereafter I must first notify *Independence* and obtain prior written approval from *Independence*. I acknowledge and understand that it is the intent of the Employer to interpret and apply this provision (a) in an effort to ensure the full compliance of the *Deloitte Entities* with applicable U.S. and India laws, rules, and regulations; (b) to serve the public interest; and (c) to protect the legitimate interests of the *Deloitte Entities* or their respective *Attest Clients* under applicable U.S. or India laws, rules and regulations in a manner that is no greater than is reasonably necessary to protect such interests and without being unduly harsh and oppressive to me and my interests in future employment with an *Attest Client*. Further, I acknowledge and agree that because of, among other things, the importance of the *Deloitte Entities* remaining in compliance with applicable independence rules, such approval may be withheld by *Independence* in the event that my employment with an *Attest Client* would, in the view of Deloitte LLP, be inconsistent with applicable laws, rules and regulations or jeopardize the independence of a *Deloitte Entity* with respect to such *Attest Client*.

**15. Restrictions re: Personnel and Contractors.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or hiring or of any of its *Personnel* or contractors of the *Deloitte Entities*, or my participation in their hiring, admission or retention, would necessarily involve the unauthorized use or disclosure of *Confidential Information* or the proprietary relationships and goodwill of the *Deloitte Entities*. Accordingly, during my *Employment* and for one year thereafter, I will not, directly or indirectly, (a) solicit or attempt to solicit, or participate in the solicitation of or any attempt to solicit any *Personnel* to leave a *Deloitte Entity*, or to join any firm or business with which I may be or become affiliated; (b) participate in the hiring or admission of any *Personnel*; or (c) cause a contractor of a *Deloitte Entity* to cease providing services to, with, or on behalf of the *Deloitte Entity*.

**16. Post- Employment Restrictions re: Deloitte Property.** Upon termination of my *Employment*: (a) I will not use or disclose *Deloitte Property*, including, but not limited to, *Confidential Information* and *Works*, for any purpose; (b) I will not retain or take with me any *Deloitte Property*; (c) I will immediately deliver to a *Deloitte Entity* at any location that it designates, at my expense, within one business day after the termination of my *Employment* or on an alternate date designated by a *Deloitte*

*Entity*, any *Deloitte Property* that I may then or thereafter hold or control; and (d) I agree to allow a *Deloitte Entity* to inspect any of my personal or home computers, including smart phones, tablet computers, or any device, media or location capable of storing electronic data, to determine whether any *Deloitte Property* resides on such computers and to permit a *Deloitte Entity* to remove such *Deloitte Property*.

## OTHER POST- EMPLOYMENT OBLIGATIONS

**17. Transition of Work and Cooperation.** Upon termination of my *Employment* for any reason, I will cooperate with a *Deloitte Entity* in all matters relating to the completion of pending work and its orderly transfer. I will also cooperate fully with a *Deloitte Entity* in connection with any threat of or actual legal proceeding against a *Deloitte Entity* or any client, customer or licensor of a *Deloitte Entity* arising out of any matter with or of which I had contact or knowledge during my *Employment*.

**18. Notification of Post- Employment Obligations.** I agree that prior to accepting employment or affiliation with another firm or business I will advise such firm or business of my duties and obligations under this Employment Agreement. After my *Employment* ends, I agree that a *Deloitte Entity* shall be permitted to advise any firm or business with which I have accepted an offer of employment or affiliation concerning my duties and obligations under this Employment Agreement.

**19. Certification.** I agree that during or after my *Employment* I will, if requested, provide written certification in such form as the Employer may require that I have complied with my obligations hereunder, including, without limitation, those obligations set forth in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15 and 16 of this Agreement.

## OUR ENFORCEMENT RIGHTS AND REMEDIES IN THE EVENT OF A BREACH

**20. Equitable Relief and Attorney's Fees.** I acknowledge and agree that a breach of this Employment Agreement, including, but not limited to, a breach of my duties and obligations under the terms and conditions of Paragraphs 4, 5, 7, 8, 9, 10, 12, 14, 15 or 16 would cause irreparable harm to the *Deloitte Entities* and that, in addition to other remedies, the Employer on behalf of itself or another *Deloitte Entity* is entitled to a temporary restraining order, an injunction or other equitable relief to prevent any such breach. I also acknowledge that, to the extent permitted by law, a *Deloitte Entity* will be entitled to the payment of the *Deloitte Entities'* reasonable costs and attorney's fees incurred in enforcing this Employment Agreement. I also acknowledge that, to the extent permitted by law, the Employer may request that a court extend the one year period following the termination of my *Employment*, as provided in Paragraphs 12 and 15, to correspond with the period that I participated in activities prohibited by Paragraphs 12 and 15.

**21. Liquidated Damages: Client Fees.** I agree that in the event of a breach under Paragraph 12, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

**22. Liquidated Damages: Compensation.** I agree that the precise amount of damages flowing from a breach under Paragraph 15 would be impracticable or extremely difficult to ascertain in an actual amount. Therefore, I agree that in the event of a breach under Paragraph 15, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by or owed to any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

**23. Right of Inspection.** I agree to permit the Employer (or to use my best efforts to enable the Employer) to inspect my books and records (and the books and records of any entity which employs or is associated or affiliated with me), upon request and at reasonable times, to enable the Employer to confirm the calculations described above and to verify compliance with Paragraphs 12 and 15. The Employer shall keep confidential any proprietary information obtained, except as may be necessary or desirable to enable the Employer to enforce its rights under this Employment Agreement and except as may be required by any statute, court or administrative order to decree or government ruling or regulation.

**MISCELLANEOUS**

**24. Governing Law; Choice of Forum.** This Employment Agreement is deemed to have been executed in the Employer's office in **Hyderabad, Telangana, India** and will be construed and governed in accordance with the laws of the Republic of India without regard to its conflicts-of-law principles. You agree to submit to jurisdiction before any court of record in which the Employer's office to which you were assigned is located, or in which a breach of this Employment Agreement may occur, at the election of the Employer, and you waive any right to raise questions of personal jurisdiction or venue in any action the Employer may bring against you in any such court. You further agree to accept service of process/summons/legal notice from the Employer when that process/summons/legal notice is either sent to your last known address by certified mail or served by any other means permitted under the law of the jurisdiction in which the Employer may bring an action against you.

**25. Modifications.** My obligations hereunder may not be changed or modified, released, discharged, abandoned or terminated, in whole or in part, except by an instrument in writing signed by an *Authorized Signatory*.

**26. Severability.** Every provision of this Employment Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such term or provision will be enforced to the maximum extent permitted by law and, in any event, such illegality or invalidity shall not affect the validity of the remainder of the Employment Agreement.

**27. Blue-Penciling.** If any court determines that any provision of this Employment Agreement, or any part hereof, or the application of any such provision, or any part hereof, to any person or circumstance is unenforceable or void, such court shall have the power to modify such provision, or any part hereof, to the extent necessary to render it legal and enforceable while preserving its intent, or if such modification is not possible, by substituting therefore another provision that is legal and enforceable and that achieves the same objective.

**28. Waiver.** None of my obligations under this Employment Agreement shall be deemed to have been waived by the Employer except if the giving of such waiver is contained in a written notice given to me and no such waiver shall be deemed to be a waiver of any other or further obligation I have under this Employment Agreement.


**29. Entire Agreement.** This Employment Agreement, the Employer's employment application, the Terms and Conditions of Service issued pursuant to the offer of employment and any documentation employing me or transferring me to the Employer, contain the entire understanding between me and the Employer or any other *Deloitte Entity* with respect to the subject matter hereof and supersedes all prior representations, warranties, and agreements with respect to such subject matter, and no representations, warranties or other covenants exist with respect to such subject matter that are not contained or expressly referred to herein. Notwithstanding the foregoing, any written agreement between a *Deloitte Entity* and me with respect to the subject matter hereof that was signed by me prior to the effective date of this Employment Agreement shall remain valid and enforceable according to the terms of such agreement with respect to all acts and omissions occurring prior to the effective date of this Employment Agreement. In the event of a conflict between this Employment Agreement and the employment application or any other document purporting to set forth terms and conditions of my *Employment*, this Employment Agreement will control.

**30. Transfer and Assignment.** Unless as the Employer shall otherwise determine, the rights, obligations and benefits of the Employer under this Employment Agreement, including but not limited to those rights and benefits relating to my post-Employment obligations set forth in this Paragraph 30 and in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19 and 23 above, are transferred and assigned, in whole or in part (as the Employer shall determine) and without the need for my consent or the formality of documentation or prescribed processes, to (a) any *Deloitte Entity* in connection with my transfer to that *Deloitte Entity* or (b) any entity that acquires all or a part of the assets or business of the Employer. All provisions of this Employment Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, representatives, successors, and assigns of the Employer and me, and any *Deloitte Entity* to which I may be transferred during my *Employment*, provided, however, none of my duties or obligations under this Employment Agreement may be assigned or transferred by me to any other person or entity without the Employer's prior written approval of such assignment or transfer. Any purported assignments in violation of this Paragraph 30 shall be null and void.

**31. Headings.** The headings contained in this Employment Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Employment Agreement.

I have read the foregoing, understand it, and agree to comply with its terms.

**For Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
 6718FF75DA89400...

Pooja Madhani



**Talent**

**Authorized Signatory**

Effective as of , I accept all the terms and conditions of the Employer as stipulated in this Employment Agreement.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

**EXHIBIT A**

The definitions below apply to the italicized terms that appear in the Employment Agreement (including the exhibits):

**Attest Client** – attest client (or an affiliate of such client) of Deloitte & Touche LLP or a *Deloitte Entity*.

**Authorized Signatory** – a director, officer or other person who is authorized to sign on behalf of a *Deloitte Entity*.

**Confidential Information** – any information not generally known to the public, in any *Form*, that (1) relates to the operation of a *Deloitte Entity* or provides the *Deloitte Entities* with a competitive advantage, (2) consists of Personally Identifiable Information (*PII*) or other personal information about *Personnel*, client and other third party personnel, independent contractors, subcontractors, agents, vendors, suppliers or others which the Employer or another *Deloitte Entity* receives in the course of business, and (3) all other information entrusted to the Employer or another *Deloitte Entity* by clients and other third parties. *Confidential Information* includes, but is not limited to, *Intellectual Property*, supplier information, designs, business or marketing plans, forecasts and financial information, tax returns, tax identification numbers, agreements, client or prospective client lists, specific information about clients or prospective clients such as preferences for specific products and services, client or prospective client needs based on financial history and past purchases of services, client or prospective client development plans, specific rates charged to a client or offered to a prospective client and other business or client records. *Confidential Information* also includes, but is not limited to, debit or credit card information, employment applications, organization charts, performance ratings and other personnel records.

**Deloitte Entity** – the Employer, Deloitte LLP, and any corporation, company, partnership, limited liability company or other entity (a) that (i) is owned, directly or indirectly, in whole or in part, by Deloitte LLP (the “Deloitte U.S. Firms”), including but not limited to Deloitte LLP subsidiaries in India, the Deloitte Touche Tohmatsu verein, Deloitte Global Services Limited, Deloitte Global Services Holdings Limited, Deloitte Touche Tohmatsu Limited (“DTTL”) or any member firm of DTTL or affiliate thereof (collectively, the “DTTL Member Firms”) or (ii) controls, is controlled by or is under common control with any of the entities listed in clause (i); or (b) in which any *Personnel* participated on its behalf, or carried out any duties with respect to its affairs. For purposes of this Employment Agreement, the term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract, or otherwise.

**Deloitte Property** – *Confidential Information*, *Systems*, equipment, debit and credit cards issued in connection with my *Employment*, furniture, facilities and any and all other materials owned, licensed or leased by a *Deloitte Entity*, including, without limitation, computerized or electronic information and all copies thereof in any form or media, created by, furnished to, obtained by or prepared by me in the course of my employment in any capacity.

**Deloitte India (Offices of the US)** - The following companies shall be deemed to be the affiliates of each other and are collectively referred to as Deloitte India (Offices of the US): (i) Deloitte Consulting India Private Limited (ii) Deloitte Tax Services India Private Limited (iii) Deloitte Support Services India Private Limited (iv) Deloitte Financial Advisory Services India Private Limited and (v) Deloitte & Touche Assurance & Enterprise Risk Services India Private Limited.

**Electronic Communications** – all text, audio, video, images, information, data, files and attachments created, displayed, sent, received, posted, accessed or stored, whether deleted or not, by means of the *Systems*.

**Employment** – the nature of my relationship with the Employer or a *Deloitte Entity* pursuant to this Employment Agreement. Alternatively, and depending on context, *Employment* is the period of time during which this relationship persists.

**Form** - paper, computer disc, USB drive, website; any other tangible or electronic medium by which information may be stored or accessed; and human memory.

**Independence** – National Office (Independence) of Deloitte LLP.

**Intellectual Property** - works of authorship (including, without limitation, books, articles, data compilations, software and other copyrightable materials), materials, patents, inventions, designs, techniques, methodologies, processes, discoveries, know-how, ideas, trade secrets, moral rights, trademarks and other indicia of origin together with the goodwill therein, and all patent applications, copyright and trademark applications and registrations, and extensions and renewals thereof, throughout the world.

**Intellectual Property Rights** – all rights, title and interest in Intellectual Property.

**PCAOB** – the United States Public Company Accounting Oversight Board.

**Personal Creations** – *Intellectual Property* that meet all of the following criteria: (1) it is conceived, developed, and created by me on my own time without using *Deloitte Property* or *Personnel* (during work hours), facilities, *Confidential Information* or *Works* of a *Deloitte Entity*, (2) it is unrelated to the actual or reasonably anticipated business or research and development of a

*Deloitte Entity*, and (3) it does not result from any work performed by me and the *Personnel* (during work hours) for a *Deloitte Entity*.

**Personnel** – partners, principals, members, officers and employees of a *Deloitte Entity*.

**PII** – information (excluding business contact information such as an individual's name and one or more of the following: organization name, organizational title, organizational role, business address, business telephone number (including business cell phone number and business email address) relating to an identified or identifiable natural person. An identifiable natural person is a natural person who can be identified, directly or indirectly, by reference to an identification number or factors specific to his or her physical, physiological, mental, economic, cultural or social identity. Set forth below is a non-exclusive list of information that constitutes PII when such information relates to an identified or identifiable natural person:

- Account number (bank account, credit card, etc.)
- Address
- Biometric identifier
- Certificate or license number
- Date of birth
- Government identifiers (such as PAN)
- Name\*
- Personnel Number
- Photograph or video identifiable to an individual
- Vehicle identifier or serial number
- Other information related to an individual that may directly or indirectly identify that individual (e.g., salary, performance rating, purchase history, call history, etc.)

\* Note: When an individual's name is used with PII that is not business contact information, it is included in the definition of PII.

**Pre-existing Agreements or Arrangements** – agreements or arrangements that (1) relate to any *Pre-existing Creations*; or (2) may affect my ability to comply with the requirements of this Employment Agreement, including all contractual and other restrictions or obligations with other parties, including any post-employment restrictions and required notifications to the extent applicable under 18 United States Code §207, CFR 3.104-4, and India laws, rules and regulations that may or will impose limitations on my professional activities during my *Employment* (such as any non-compete agreements with prior employers and the one-year ban on lobbying contacts).

**Pre-existing Creations** – any *Intellectual Property* and *Intellectual Property Rights* that were developed or created by me, alone or with others, or otherwise acquired by me, before the period of my employment in any capacity with the Employer, in which I claim any ownership or right.

**Proceedings** – past or pending (1) actual or threatened claims or complaints of, or arising out of service to, present or former clients, (2) regulatory, self-regulatory, disciplinary, administrative, civil or criminal investigations, inquiries, charges, complaints, actions, sanctions, alternative dispute resolution proceedings, other proceedings or matters (other than criminal proceedings which relate solely to the operation of a motor vehicle) of any kind or nature, in India or any other jurisdiction, against me, including criminal proceedings arising out of my provision of professional services, proceedings brought by a professional association, or proceedings involving the Securities and Exchange Board of India, United States Securities and Exchange Commission or the PCAOB, other professional bodies like the Institute of Chartered Accountants of India or (3) matters of any kind or nature which could adversely affect my association with the Employer or my ability to perform my duties or responsibilities to the Employer, whether set forth in this Employment Agreement or otherwise, or my registration with or licensure by any governmental, quasi-governmental, or other regulatory agency, body or entity, in or outside the United States or India.

**Systems** – the communications systems or any part of such systems that a *Deloitte Entity* owns, licenses or operates and approves for use, including, but not limited to, e-mail, text messaging, Lotus Notes, Deloitte Online (eRoom), instant messaging, local area network, wide area network, Intranet (e.g., DeloitteNet, D Street), Internet, extranet, collaborative tools (e.g., blogs, wikis, etc.), laptop and desktop computers, servers, air cards, Personal Digital Assistants, cell phones, telephones and voicemail.

**Works** – all *Intellectual Property*, in any *Form*, created by me, alone or with others, during the period of my *Employment* that (1) is created within the scope of my *Employment*; (2) relates in any manner to the actual or anticipated business, research, or development of a *Deloitte Entity*; (3) results from any work assigned to or performed by me, alone or with others, for the Employer; or (4) is created with the use of *Deloitte Property*.

**EXHIBIT B****Pre-existing Creations; Pre-existing Agreements or Arrangements**

I understand and agree that the Employer makes no attempt to verify my claim of ownership to any of the *Pre-existing Creations* listed, and makes no admission that any *Pre-existing Creations* listed are owned by me.

[If yes, please enter details below]

Yes, I do have *Pre-existing Creations*, *Pre-existing Agreements or Arrangements*

No, I do not have *Pre-existing Creations*, *Pre-existing Agreements or Arrangements*

<b><u>Title</u></b>	<b><u>Date</u></b>	<b><u>Brief Description</u></b>
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\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Print)

ACCEPTED AND AGREED TO:

**Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
6718FF75DA89400...

Pooja Madnani

**Talent**

Its: *Authorized Signatory*

\_\_\_\_\_  
Date

An *Authorized Signatory's* signature is required only if *Pre-existing Creations* or *Pre-existing Agreements* or *Arrangements* are listed pursuant to Paragraphs 2 and 11 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment made in light of Paragraph 2 that *Pre-existing Creations*, if any, are described and explained in sufficient detail so that the likelihood of confusion between the employee's *Pre-existing Creations* and the *Intellectual Property* of a *Deloitte Entity* can be avoided or minimized in the future and further indicates that the *Pre-existing Agreements* or *Arrangements* have been obtained and reviewed and that the *Authorized Signatory* is satisfied that such *Pre-existing Agreements* or *Arrangements* will not interfere with the employee's ability to comply with the requirements of this Employment Agreement.

**EXHIBIT C**

**Proceedings**

[none, unless otherwise specified]

Yes, I do have *Proceedings* to report

No, I do not have *Proceedings* to report

My signature below certifies that to the best of my knowledge, the information I have provided above, pursuant to Paragraph 3, is complete and accurate.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

**EXHIBIT D**

**Exceptions to Post-Employment Restrictions: re: Clients**

[none, unless otherwise specified]

As specified in Paragraph 13, I agree that after a period of three (3) years from my start date or the date of my employment, as the case may be, the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on Exhibit D to support the application of the obligations of Paragraph 12 to those clients.

Yes, I do have  
Post-Employment Restrictions  
re: Clients

No, I do not have  
Post-Employment Restrictions  
re: Clients

<u>Name of Client</u>	<u>Specified Kind of Services(s) Permitted</u>
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ACCEPTED AND AGREED TO:

**Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
6718FF75DA89400...

Pooja Madnani

**Talent**

Its:     Authorized Signatory	<hr/>
	Date

I have read and understood the above policy terms.

<hr/>	<hr/>	<hr/>
Signature	Name	Date

A n *Authorized Signatory's* signature is required only if information is provided pursuant to Paragraph 13 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment that criteria in Paragraph 13 have been fully satisfied, the clients listed have been properly identified, and the kinds of services permitted have been described with sufficient specificity.

## Terms and Conditions of Service

In continuation to our offer of employment with **Deloitte Tax Services India Private Limited** (the "Employer"), please note the terms and conditions of service.

The italicized terms in these Terms and Conditions of Service are defined in **Exhibit A** of the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement hereto.

### Terms of Service

#### 1. COMPLIANCE WITH INDEPENDENCE, ETHICS AND OTHER REQUIREMENTS

Deloitte & Touche LLP performs attest services for certain of its clients and is subject to the independence requirements of, among others, the United States Securities and Exchange Commission (SEC), the United States Public Company Accounting Oversight Board (PCAOB), and the American Institute of Certified Public Accountants (AICPA). These requirements mandate that certain of the Employer's employees and their relatives be independent of some or all of such attest clients and their affiliates in accordance with the policies of Deloitte LLP and its subsidiaries (the "Deloitte US Entities").

Upon joining the Employer, you will be asked to review a listing of the attest clients and the affiliates of such clients of certain of the Deloitte US Entities and disclose relationships or financial holdings that you or your relatives may have that could affect the independence of the Deloitte US Entities. Any relationships or holdings that conflict with, among other things, the requirements of the SEC, the PCAOB or the AICPA or the independence or ethics policies of the Deloitte US Entities will need to be resolved immediately. Further, you will be required to comply with these policies throughout your career with the Employer, including, when applicable, maintaining a current list of certain of your financial interests (but not their value) in the independence tracking system.

As a condition to your joining the Employer and continued employment, you are required to complete a representation regarding your understanding of, and compliance with, independence and other matters, on a periodical basis (as requested beginning on or prior to the date of you joining the Employer, annually thereafter, and upon certain changes in your role in the Employer), the details of which are provided in the independence representation. An example copy of this representation form is available for your reference on [www.deloittenet.com](http://www.deloittenet.com). The representation should be made to the best of your knowledge and ability. It is your responsibility to consult on any matter should you be uncertain or have a question. You are also requested to refer to [www.deloittenet.com](http://www.deloittenet.com) and *Independence* for more information in this respect. The representations made by you will be subject to an audit and may be reviewed by Deloitte LLP representatives and shared with certain third parties. If you are selected for such an audit, you will need to submit certain personal financial records to Deloitte LLP's internal audit team. Please be assured that Deloitte LLP fully intends to keep all information obtained through the audit process confidential and secure. You hereby give your consent to Deloitte LLP to use the information provided by you for such purposes as provided in the policies regarding independence and ethics.

In the event you (i) do not cooperate or comply with the independence requirements, or (ii) do not complete the necessary representations, or (iii) make inaccurate representation(s); you may be subject to disciplinary action including and up to termination of employment with the Employer.

Please feel free to contact or consult *Independence* should you require any further information or if you have any specific concerns in this respect.

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#### 2. NON DISCLOSURE, NON SOLICIT AND INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AGREEMENT ("Employment Agreement")

You will be expected to sign the Employer's Employment Agreement. Please contact Talent for further details.

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#### 3. HARRASSMENT POLICY

**Administrative Policy Release ("APR") 213** is the Employer's policy prohibiting harassment. Deloitte LLP's subsidiaries located in India ("Deloitte India (Offices of the US)") are committed to providing a working environment that is free from harassment based on caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis, in accordance with applicable Indian central, state or local law. Expressly forbidden are unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Depending on the circumstances, such harassment may also include conduct such as stereotyped or demeaning remarks or gestures or the display or circulation, whether in writing or electronically, of materials or pictures offensive to persons because of their caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis in accordance with applicable Indian central, state or local law. The full policy will be accessible to you on DeloitteNet after joining Deloitte U.S. India.

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#### 4. WORKING HOURS, HOLIDAYS, LEAVES AND MATERNITY BENEFITS

You will be provided with your standard working hours, which may vary over the course of your career. The Employer may, from time to time, subject to applicable laws, require the employee to work beyond these hours.

You shall be entitled to paid holidays and leave as per the Employer's policies.

Women employees are eligible for maternity benefits as per the recent amendments (2017) in the maternity benefit act, 1961, including having 26 weeks of maternity leave with pay, as applicable.

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#### 5. RETIREMENT AGE

The age of retirement for employees of Deloitte India (Offices of the US) is 60 years. Your employment will therefore automatically terminate at the end of the month in which you attain 60 years.

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#### 6. TRANSFERS

You may be transferred, assigned, or asked to attend training at the offices of a Deloitte Entity or its clients or third parties in India or abroad with or without additional compensation. In such an event, you will also be governed by the terms and conditions of service applicable to the transfer, assignment, or training.

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#### 7. NOTICE PERIOD FOR TERMINATION OF SERVICES

The notice period for termination of your services is **60 Days** by either side and/or salary in lieu of notice period on part of the Employer only.

The Employer expects all employees to maintain the highest standards of professional conduct at all times.

In order to assure orderly operations and provide the best possible work environment, the Employer expects you to follow rules of conduct that will protect the interests and safety of all personnel, including but not limited to the Code of Ethics and Professional Conduct.

In the event of any breach of the Code of Ethics and Professional Conduct, non-performance of a contractual obligation or the terms and conditions laid down in this Annexure, or if you engage in any misconduct whether or not in connection with or affecting the business or affairs of the Employer or the work conduct, as specified by Employer, you will be subject to disciplinary action up to and including termination of your services/ employment with the Employer without any notice or payment in lieu of notice notwithstanding any other terms and conditions stipulated herein.

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#### 8. MISCONDUCT

Misconduct may include but is not limited to:

- Irregular attendance: repeated or excessive absence, tardiness or early departures/ late comings without approval.
- Unreported or unapproved absence (including overstay of leave) for more than five consecutive days or deviation from assigned and accepted schedule for more than five days.
- Falsification or manipulation in background verification process or employment records, employment information, or other records prior to or after joining the Employer.
- Falsification or manipulation of Deloitte Time & Expense (DTE).
- Knowingly providing false statements, either verbally or in written form.
- Neglect of normal duties and functions.
- Practices such as reading personal materials during working time, having obscene or inappropriate posters or screen savers at your work station, playing games at your work station, etc.
- Continued discharge of work functions that do not meet the standards reasonably expected.
- Breach of the confidentiality provision in the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement including disclosing to any unauthorized person any *Confidential Information* or *PII*.
- Willful insubordination or disobedience, whether or not in combination with another, of any lawful and reasonable instructions of any member of management or any authorised person.
- Engaging in unapproved outside employment and activities as defined in APR 218 (US & IND)



([https://deloittenet.deloitte.com/About/Policies/Admin/Pages/218\\_OutsideEmploymentActivities\\_US.aspx](https://deloittenet.deloitte.com/About/Policies/Admin/Pages/218_OutsideEmploymentActivities_US.aspx)).

- Installing, downloading, copying or duplicating any unauthorized or unlicensed software, programs, games, or attachments on any computer system of the Employer or of any *Deloitte Entity* or its clients.
- Engaging in any illegal activities.
- Workplace violence, including threats of physical violence.
- Corporate credit card delinquencies.
- Causing damage to the property of the Employer, any *Deloitte Entity*, its clients, or their respective personnel
- Going on or abetting a strike in contravention of any law.
- Theft of any property belonging to another, the Employer or any *Deloitte Entity*, or their respective personnel, clients, or visitors
- Possession of firearms, explosives, knives or any instruments that can be used as an injurious or deadly weapon in the workplace or at any *Deloitte Entity* sponsored event.
- Corruption, fraud, or misappropriation of funds.
- Failure to comply with the policies, guidelines, rules and regulations of the Employer or a *Deloitte Entity* as applicable.
- Excessive personal use of the Employer's telephone, fax or computer systems.
- Failure to adhere to applicable laws.
- Any act prejudicial to or in conflict with the interests of the Employer or a *Deloitte Entity*.

The above terms and conditions are based on, and should be read in conjunction with, the Employer's policies, guidelines, procedures and other rules currently applicable, including but not limited to Administrative Policy Releases (APRs) and Deloitte India (Offices of the US)'s other policies, guidelines, rules, and regulations. The above rules are subject to amendments from time to time and the amended rules, policies, procedures, and guidelines would be posted on the Employer's Intranet site i.e. <https://deloittenet.deloitte.com/Pages/Home.aspx> for employee reference. The policies will be updated from time to time in the future and we deem to have your consent to any and all such changes. Furthermore, upon acceptance of employment with the Employer, you may be requested to read and acknowledge acceptance of various policies and guidelines of the Employer. It is expected that you will read and acknowledge all such communications.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name



### Training Agreement

On behalf of **Deloitte Tax Services India Private Limited**, please accept our congratulations on your recent offer of employment to join the Company as **Tax Consultant I** pursuant to the terms and conditions of your offer letter dated **August 26, 2024**. You made a very favorable impression with everyone you met and we are excited about the possibility of you joining the Company.

As you may be aware, as a condition of employment with the Company, you may be required to travel Overseas to attend a series of training sessions for a period of up to 90 days. This training will be a combination of classroom procedural training as well as on-site training to observe employees conducting similar work at various client locations. This training represents the confidence we have in your ability to be a valuable member of the practice of the Company.

As per Company policy, we kindly bring to your attention that all employees attending training overseas are required to sign a Training Agreement which will obligate the employee to repay a calculated amount of the costs associated with the training, only if the employee resigns his/her position or are terminated for cause within a specified period after completion of the training (usually between 6 to 18 months). This repayment obligation disappears after the specified period of time has lapsed. We all look forward to seeing you again soon and having you join our team of outstanding professionals.

Sincerely,

For **Deloitte Tax Services India Private Limited**

DocuSigned by:

*Pooja Madhani*

6718FF75DA89400...

By:

Signature

**Authorized Signatory**

**Deloitte Tax Services India Private Limited****Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District, CIRCLE 3, Hyderabad - 500032, Telangana, India****Tel: +91 040 67621000**  
**www.deloitte.com****Subject: Offer of Employment****Dear MUBARAK BAIG**

On behalf of **Deloitte Tax Services India Private Limited** (the "Employer" or "Company"), I am pleased to confirm our offer of employment to you as **Tax Consultant I** based in **Hyderabad**.

We extend this offer, and the opportunity it represents, with great confidence in your abilities. You have made a very favorable impression with everyone you met and we are excited with the prospect of you joining our organization on **OCT 12, 2022**.

Your immediate manager will communicate details of your role and work responsibilities in the initial weeks of your joining the Employer. During your employment, the Company may require you to work on any project that you are assigned to, on any technical platforms/skills and nature of the project, in differentiated work timing, at designated work space and location as may be decided by the company.

As part of your annual compensation, you will receive a Total Salary of **760000** and, will be eligible for a performance linked variable bonus. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount could vary depending upon the business and individual performance each fiscal year and, in some situations, could exceed the payout range indicated. Any amounts paid will be subject to statutory and other deductions as per Employer policies and practices. The details of your compensation breakdown are provided in the attached Annexure A.

As an incentive to join the Company, you are eligible to receive a joining bonus of **Rs./₹ 100,000/-** subject to your reporting for full-time employment on **OCT 12, 2022**.

. This amount will attract applicable taxes and will be processed as part of your first month's payroll. You will have an obligation to repay the entire amount of your joining bonus if you resign your position or are terminated for cause by the Company within **12 months** of your start date.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

Your employment with us will be governed by the Terms and Conditions as detailed in **Annexure B**, as well as any and all rules, regulations, guidelines, policies and practices of the Employer, which may be amended from time to time. Deloitte LLP and its U.S.-based subsidiaries (the "Deloitte U.S. Firms") requires their employees to make the necessary representations regarding independence and other matters. Because the Employer is an Indian subsidiary of Deloitte LLP, we must also comply with these independence requirements. Accordingly, this offer is conditional upon you agreeing to make such representations under the Employer's Independence Representations requirements, as further explained in **Annexure B**.

Your compensation details are confidential, and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization. We would like you to join the Employer on, or an alternative mutually agreed upon date.

This offer letter, together with the Annexures described herein, and the Non-Disclosure, Non Solicit and Intellectual Property Rights Assignment Agreement, the Information Security Policy (which you are required to sign upon joining), constitute the entire agreement between the parties with respect to the subject matter of this offer, and supersedes all other previous or contemporaneous oral or written representations, understandings or agreements relating to the subject matter of this offer between you and the Employer or its affiliates.

In compliance with applicable laws, Deloitte India (Offices of the US) provides its professionals with home pick-up and drop transport services within **pre-defined** boundary if their shift timings are between 8:30 p.m. - 6:00 a.m. in Hyderabad, 9:00 p.m. - 6:00 a.m. in Mumbai, Pune; 7:00 p.m. - 6:00 a.m. in Gurugram, 8:00 p.m. - 6:00 a.m. in Bengaluru, Chennai, and Kolkata.


This letter and **Deloitte Tax Services India Private Limited** employment application are intended to be final. To accept the offer and the terms of this letter, please sign below in the space provided within three business days.

everyone you have interviewed with joins me in extending to you congratulations and warm regards. We look forward to you joining our team.

Sincerely,

**For Deloitte Tax Services India Private Limited**

Best regards,

By:   
Signature

**Authorized Signatory**

**Acceptance**

Signature

Date

**Annexure A****Tax Consultant I -**

<b>Description</b>	<b>Monthly</b> (Rs. per month)	<b>Annual</b> (Rs. per Annum)
Basic Pay	<b>17,500</b>	<b>210,000</b>
House Rent Allowance (HRA)	<b>8,750</b>	<b>105,000</b>
Special Allowance <sup>1a &amp; 1b</sup>	<b>11,867</b>	<b>142,404</b>
Leave Travel Allowance <sup>2</sup>	<b>1,750</b>	<b>21,000</b>
Differential Allowance	<b>5,833</b>	<b>69,996</b>
Meal Card <sup>3</sup>	<b>2,200</b>	<b>26,400</b>
Employer's contribution to PF	<b>2,100</b>	<b>25,200</b>
<b>Total Salary (in Rs.)</b>	<b>50,000</b>	<b>600,000</b>
Variable Bonus*	You are eligible for a performance linked variable bonus. It will be paid out at the end of the fiscal year, as applicable and on the basis of your individual performance and performance of the business	
Medical Insurance Premium <sup>4</sup>	<b>3,014</b>	<b>36,167</b>

\*The Variable Bonus will vary, primarily based on your individual performance and the performance of the business, during the Employer's fiscal year which is June through May. Your performance will be formally assessed as a part of the Employer Performance Review Cycle Process. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount will vary depending upon the business and individual performance and in some circumstances, could exceed the payout range indicated. The performance of all the employees who have joined the Employer prior to March 1st will be assessed for the fiscal year ending in May. The disbursement of a Variable Bonus, if applicable, is subject to you being active on the rolls of the Employer, during the Annual Incentive Program payout cycle for the fiscal year. For employees joining during the period March 1st to May 30th, a prorated Variable Bonus, if applicable, will be based on the first year-end review ratings in the subsequent year and paid during the Annual Incentive Program payout cycle of that year. The Variable Bonus will not be paid in the event of termination of employment for any reason on or before the disbursement time. The application and interpretation of, and any determinations related to, the Variable Bonus is at the sole discretion of Employer. Employer may amend or terminate the Variable Bonus at any time. All compensation and benefits are based on employee's position with the Employer in India.

Contd/-....

Annexure A

<sup>1</sup>All employees may claim tax exemption, subject to tax rules from time to time, from their Special Allowance component, expenses incurred towards communication and Driver / Fuel & Maintenance Expenses as per eligibility mentioned below:

**Employee Level -  
Tax Consultant I**

<sup>1a</sup>Communication Expenses

<sup>1b</sup>Fuel Expenses

Only one Post paid mobile, one Land Phone  
and One internet connection bill(s) can be  
claimed.

Petrol / Driver / Insurance / Repairs &  
Maintenance

**Rs./₹ 3,000/-** per month

**Rs./₹ 7,500/-** per month

<sup>1a</sup> The internet/telephone/mobile bills should be in the Employee's name.

<sup>1b</sup> For claiming vehicle running expenses (Driver / Fuel / Repairs & Maintenance expenses) the vehicle has to be in the name of the Employee and the current tax rules are as under. The above limits will be applicable for all those who are on company car lease program and the below limits will apply for all those who are on self-owned car. In case of company leased car, taxability would be as per the current perquisite valuation rules.

Nature of Expenses	Own Vehicle –Maximum Tax exemption limit per month		
	4 Wheelers (Engine Capacity)		
	<= 1600 cc	> 1600 cc	Two Wheelers
Fuel & Maintenance	Rs. 1,800	Rs. 2,400	Rs. 900
Driver's Salary	Rs. 900	Rs. 900	Not applicable

All employees at and above **Senior Staff** are eligible for the company car lease program. If you choose to avail of this benefit, the amount towards lease rental will be paid by the firm on your behalf to the leasing company and your compensation structure will be adjusted accordingly. A revised letter with the new compensation structure will be issued that will supersede this letter for all practical purposes.

<sup>2</sup> The Leave Travel Allowance (LTA) will be paid on a monthly basis as an allowance with tax deducted at source. If you choose to avail the tax benefit on LTA, you should submit proof of expenses incurred by you for Self and / your immediate dependents. The taxability or otherwise of LTA will be as per the Income Tax Act 1961, details of which will form part of the LTA Form.

<sup>3</sup> Meal Card amount will be credited at the start of each month and for the first month (For New Hires) prorated amount will be processed as part of payroll. If not collected, it will be processed as a taxable amount with the salary.

<sup>4</sup> Annual Floating Medical Insurance Coverage for self and **6 dependents** is being paid by the Employer on your behalf. The premium amount is subject to change every year post renewal of insurance policy. In case you opt for an enhancement of the coverage limit, the additional premium will be adjusted accordingly from the special allowance.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

You may also be eligible to either a One-time Stipend or a temporary lodging basis joining the registered office location, you will receive a survey from Deloitte prior to your joining.

You may select the best option for availing the relocation assistance. If an employee who has availed this reimbursement decides to quit within 18 months from the date of relocation claim for whatever reason, the relocation reimbursement paid to the employee will be recovered in full, from the employee's full and final settlement.

By joining the Company, you will become a member under the 'Deloitte USI Employees Welfare Trust' and may be required to make a nominal contribution as a member.

Original bills towards the above components should be submitted during the Income Tax fiscal period evidencing the expenditure to get Income Tax exemption, failing which the same will attract applicable Income Tax.

Submission of false, tampered or altered bills as proof of expense for any of the above components will result in disciplinary action including termination of employment.

**Your compensation above is subject to income tax deduction per rules and guidelines prescribed under the prevailing tax laws. This may change from time to time in line with the amendments done in tax laws.**



## Annexure B

### **Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement ("Employment Agreement")**

In consideration of my employment by **Deloitte Tax Services India Private Limited**, an Employer incorporated under the provisions of the Companies Act, 1956 and having its registered office **Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District, CIRCLE 3, Hyderabad - 500032, Telangana, India** (the "Employer") as **Tax Consultant I** - and other valuable consideration, I acknowledge and agree that:

#### **PRELIMINARY MATTERS**

**1. Defined Terms.** The italicized terms in this agreement (the "Employment Agreement") are defined in **Exhibit A** hereto.

**2. Pre-existing Agreements or Arrangements.** I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Agreements or Arrangements*. The Employer expects me to abide by all restrictions or obligations that are contained in such *Pre-existing Agreements or Arrangements* and to avoid involvement, while employed by the Employer, in any matter that could pose a conflict as a result of confidential information or intellectual property obtained by me prior to my *Employment*. I further represent that none of these restrictions or obligations, including those set forth in any non-compete agreements with prior employers, is inconsistent with my acceptance of the Employer's offer of *Employment* or my becoming, and serving as, **Tax Consultant I** of the Employer. To the extent applicable and if I am joining the Employer after having served as an employee or official of the United States Government, I further represent that: (1) I have disclosed my prior participation, if any, in any discussions or negotiations with, or decisions to award contracts to, the Deloitte U.S. Firms while I was employed by the United States Government; and (2) I had either recused myself or had not played an active role in the applicable United States Government agency's decision to award any contracts to the Deloitte U.S. Firms while I was employed by the United States Government.

#### **PROTECTION OF OUR BUSINESS**

**3. Reporting of Proceedings.** Except as provided by law and except as I have disclosed in writing on **Exhibit C** to this Agreement, I represent and warrant that I have no *Proceedings* to report. Should I become a subject of any *Proceedings* during my association with the Employer, I agree to immediately report, in writing, all relevant facts to the Chief Talent Officer of Deloitte LLP, the Regional Talent Director of the Employer, and the Chief Ethics and Compliance Officer of Deloitte LLP. I understand that my responses are subject to audit and review by the Employer and others in accordance with applicable professional, ethical, legal, or Employer requirements, rules, regulations, policies, or practices, or other requests.

**4. Confidentiality.** I acknowledge that, by virtue of my *Employment*, I will acquire and be exposed to, have access to, make use of and/or create *Confidential Information*. Therefore, I agree to hold in trust and confidence all such *Confidential Information*. I will neither disclose any such *Confidential Information* to anyone outside a *Deloitte Entity* without the prior written approval of an *Authorized Signatory*, except as required by my authorized duties for the Employer, nor use any such *Confidential Information* for any purpose other than for the benefit of a *Deloitte Entity*.

**5. Third Party Information and Property.** I agree that during my *Employment*, I shall not use or disclose any confidential information or intellectual property of any former employer or other person or entity without the prior written authorization of such employer, person or entity and the prior written consent of an *Authorized Signatory*. If I were to use or disclose any such Confidential Information or Intellectual Property without prior consent, and any of the *Deloitte Entities* become the subject of any claim from a third party regarding such unauthorized use or disclosure, I agree to hold harmless and indemnify the *Deloitte Entities* for any legal defense costs and/or damages related to any such claim.

**6. Authorization.** Only employees of the Employer holding a senior or managerial position with the Employer will be authorized by a specific authorization, delegation, or power of attorney to sign legal documents, representing the Employer. Similarly, only such authorized employees of the Employer may speak about the Employer, the business and plans, various client-related projects etc.

**7. Competing Activities and Conflict of Interest.** During the period of my *Employment* I will not, directly or indirectly, participate in or in any way render services or assistance to any business that is or may be competitive with a *Deloitte Entity*, whether or not for compensation, or engage in any conduct which might result in, or create the appearance of using my position for private gain or other than for the benefit of a *Deloitte Entity*, or otherwise create a conflict, or the appearance of a conflict, of interest with a *Deloitte Entity*. Such conduct shall include, but not be limited to, having an undisclosed financial interest in any vendor or supplier of a *Deloitte Entity*, accepting payments of any kind or gifts other than of a nominal value from vendors, clients or suppliers, or having an undisclosed relationship with a family member or other individual who is employed or

associated with any entity in active or potential competition with a *Deloitte Entity*, and which creates a conflict of interest. I represent and warrant that I am not currently aware of any present or past violation of this provision.

**8. Authorization to Access Systems and Electronic Communications and use of Deloitte Property.** I understand that while employed with a *Deloitte Entity*, I will use and have access to the Systems. I also acknowledge that a *Deloitte Entity* has the right at any time to access, retrieve, delete, monitor, examine, use and/or disclose my Electronic Communications and information from (or about) me and the content, without notice to me, and that such *Electronic Communications* are considered part of a *Deloitte Entity's* business and client records and are not to be considered private or personal to me or any other *Personnel*. I further acknowledge that this right extends to *Electronic Communications* transmitted for either a business or personal purpose.

I agree that I am authorized to access the *Systems* only for approved business purposes and occasional personal use if such use does not interfere with my work responsibilities and other required business activities, business operations, or *Systems* performance. However, I also acknowledge that such occasional personal use does not create an expectation of privacy as to any of my personal *Electronic Communications* and, as such, are *Deloitte Property*.

I further acknowledge that I am not authorized to use the *Systems* for personal gain or any illegal or unethical use. I agree that under no circumstances am I authorized to access any of the *Systems* for the purpose of obtaining *Deloitte Property* for a competitor of a *Deloitte Entity*, transmitting *Deloitte Property* to me (e.g., emailing *Confidential Information* to my personal email address) or to a third party for purposes other than furthering the business objectives of a *Deloitte Entity*. I am not authorized to download a *Deloitte Entity's Confidential Information* or other *Deloitte Property* to removable media such as a CD Rom, disk or thumb drive other than as authorized for furthering the business objectives of a *Deloitte Entity*.

I will be responsible for the safe keeping and return in good condition and order of all the *Deloitte Property* that may be in my use, custody, care or charge. For the loss of any *Deloitte Property* in my possession or custody or for which I have been assigned responsibility, the Employer will have a right to assess on its own basis and recover from me, the damages in respect of such materials (out of the amounts due to me or otherwise) and to take such other legal action as it deems appropriate including termination of my employment without notice or payment in lieu thereof in the event of my failure to account for such material or property to its satisfaction.

**9. Security.** I am provided with a worktable and lockable storage space. I will ensure they are locked when unattended and understand that a duplicate key will only be provided if I sign for it. I am required to display my identity card to the appropriate security personnel on demand and at all times within the office premises.

**10. Ownership of Works.**

a. I agree that the Employer owns all rights, title and interest in and to all *Works*.

b. I agree that all *Works* are deemed works made for hire under India copyright or applicable laws or equivalent laws of any applicable foreign jurisdiction, and all *Intellectual Property Rights* therein vest automatically in the Employer upon creation of the *Works*. I agree that, to the extent any *Work* is held not to be a work made for hire, I hereby irrevocably assign all *Intellectual Property Rights* in the *Work* to the Employer. Notwithstanding anything contained in Section 19(4) of the Indian Copyright Act, 1957, I agree that such assignment shall continue to be in force for perpetuity irrespective of whether or not the Employer exercises its rights as the assignee for any period of time.

c. I will at all times, even after termination of my *Employment*, do whatever the Employer reasonably requests of me, at the Employer's expense, to document the assignment of any *Works* to the Employer or to assist the Employer in pursuing, renewing, extending or assigning any *Intellectual Property Rights*, and otherwise perfecting, protecting and enforcing said *Intellectual Property Rights* in, any *Works*. I agree that, as between me and the Employer, the Employer shall be the sole author, inventor, and owner of all such *Works* and *Intellectual Property Rights* therein throughout the world, and that the Employer shall have the sole right to seek copyright registrations, patents or trademark registrations, including all extensions and renewals thereof. I also hereby agree that I waive all moral rights in any *Works*.

I also agree to assign all my right, title and interest in and to any particular *Works* to a third party as directed by the Employer.

In the event the Employer is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraphs, I hereby irrevocably designate and appoint the Employer and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and in my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraphs with the same legal force and effect as if executed by me. I hereby waive any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any *Works* assigned hereunder to the Employer.

d. During a 12 month period after termination of my *Employment*, I agree that any *Intellectual Property* I create or conceive that results from and is related to any work assigned to or performed by me for the Employer, or that was created using *Deloitte Property*, is a *Work* that is subject to Paragraph 10 (b) above. For purposes of clarification, the foregoing provision is in addition to, and not in limitation of, any rights and remedies the Employer may have under the applicable laws protecting *Intellectual*



*Property of the Deloitte Entities.*

e. I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Employer) of all *Works* developed by me during the period of my employment with the Employer, which records shall be available to and remain the sole property of the Employer at all times.

**11. Pre-existing Creations; Personal Creations.** My obligations in Paragraph 10 do not apply to *Pre-existing Creations* and *Personal Creations*. I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Creations*. I acknowledge and agree that I will not assert any ownership rights against the *Deloitte Entities*, or their respective clients, with respect to any *Pre-existing Creations* unless they appear on **Exhibit B**, and **Exhibit B** has been accepted and agreed to by an *Authorized Signatory* who has signed at the bottom of such **Exhibit B**. I further agree that I shall not use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment* without the prior written consent of an *Authorized Signatory*. To the extent that I use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment*, I agree that, except as otherwise provided in a written agreement executed by me and the Employer, I hereby grant to the Employer an irrevocable, royalty free, perpetual, fully paid up, transferable, sub-licensable license to use, reproduce, distribute, display, perform, modify and create derivative works of and otherwise exploit such *Pre-existing Creations* or *Personal Creations* for any purpose including, but not limited to, client engagements.

**12. Post- Employment Restrictions re: Clients.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or serving of certain clients related to my work for a *Deloitte Entity* would necessarily involve the unauthorized use or disclosure of *Confidential Information*, and the proprietary relationships and goodwill of the *Deloitte Entities*, and, in the case of my serving of certain clients, could compromise the full compliance of the Employer or another *Deloitte Entity* with the applicable laws, rules and regulations of a U.S. or India regulatory body or other independence-related requirement of a regulatory body. Accordingly, during the period of my *Employment* and for a period of one year thereafter, I will not, directly or indirectly, solicit or provide services to any existing client of a *Deloitte Entity* with which I had personal contact and provided services during the two-year period prior to termination of my *Employment*.

**13. Exceptions to Post- Employment Restrictions re: Clients.** I understand that the obligations of Paragraph 12 will not apply for a period of three (3) years after my start date or the date of my promotion or transfer to clients of a *Deloitte Entity* and/or certain specified kinds of services rendered to such clients that meet all of the following criteria: (a) are personal clients of mine who came to a *Deloitte Entity* solely to avail themselves of certain specified kinds of services rendered by me and only as a result of my own independent recruitment efforts, which a *Deloitte Entity* neither subsidized nor otherwise financially supported as part of a program of client development, (b) are listed on **Exhibit D** expressly by name with respect to client and with sufficient specificity with respect to the kinds of service(s) that I will be permitted to render, and (c) are accepted and agreed to as to their listing on **Exhibit D** by an *Authorized Signatory* who has signed at the bottom of such Exhibit. I agree that after a period of three (3) years from my start date or the date of my promotion or transfer the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on **Exhibit D** to support the application of the obligations of Paragraph 12 to those clients.

**14. Future Employment with Clients.** Except as otherwise provided herein, I understand that I am not prohibited from accepting employment with a client (or an affiliate of such client) of a *Deloitte Entity*. Before entering into substantive discussions with an *Attest Client* regarding any employment opportunity, I acknowledge and agree that during my *Employment* and for five years thereafter I must first notify *Independence* and obtain prior written approval from *Independence*. I acknowledge and understand that it is the intent of the Employer to interpret and apply this provision (a) in an effort to ensure the full compliance of the *Deloitte Entities* with applicable U.S. and India laws, rules, and regulations; (b) to serve the public interest; and (c) to protect the legitimate interests of the *Deloitte Entities* or their respective *Attest Clients* under applicable U.S. or India laws, rules and regulations in a manner that is no greater than is reasonably necessary to protect such interests and without being unduly harsh and oppressive to me and my interests in future employment with an *Attest Client*. Further, I acknowledge and agree that because of, among other things, the importance of the *Deloitte Entities* remaining in compliance with applicable independence rules, such approval may be withheld by *Independence* in the event that my employment with an *Attest Client* would, in the view of Deloitte LLP, be inconsistent with applicable laws, rules and regulations or jeopardize the independence of a *Deloitte Entity* with respect to such *Attest Client*.

**15. Restrictions re: Personnel and Contractors.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or hiring or of any of its *Personnel* or contractors of the *Deloitte Entities*, or my participation in their hiring, admission or retention, would necessarily involve the unauthorized use or disclosure of *Confidential Information* or the proprietary relationships and goodwill of the *Deloitte Entities*. Accordingly, during my *Employment* and for one year thereafter, I will not, directly or indirectly, (a) solicit or attempt to solicit, or participate in the solicitation of or any attempt to solicit any *Personnel* to leave a *Deloitte Entity*, or to join any firm or business with which I may be or become affiliated; (b) participate in the hiring or admission of any *Personnel*; or (c) cause a contractor of a *Deloitte Entity* to cease providing services to, with, or on behalf of the *Deloitte Entity*.

**16. Post- Employment Restrictions re: Deloitte Property.** Upon termination of my *Employment*: (a) I will not use or disclose *Deloitte Property*, including, but not limited to, *Confidential Information* and *Works*, for any purpose; (b) I will not retain or take with me any *Deloitte Property*; (c) I will immediately deliver to a *Deloitte Entity* at any location that it designates, at my expense, within one business day after the termination of my *Employment* or on an alternate date designated by a *Deloitte*

*Entity*, any *Deloitte Property* that I may then or thereafter hold or control; and (d) I agree to allow a *Deloitte Entity* to inspect any of my personal or home computers, including smart phones, tablet computers, or any device, media or location capable of storing electronic data, to determine whether any *Deloitte Property* resides on such computers and to permit a *Deloitte Entity* to remove such *Deloitte Property*.

## OTHER POST- EMPLOYMENT OBLIGATIONS

**17. Transition of Work and Cooperation.** Upon termination of my *Employment* for any reason, I will cooperate with a *Deloitte Entity* in all matters relating to the completion of pending work and its orderly transfer. I will also cooperate fully with a *Deloitte Entity* in connection with any threat of or actual legal proceeding against a *Deloitte Entity* or any client, customer or licensor of a *Deloitte Entity* arising out of any matter with or of which I had contact or knowledge during my *Employment*.

**18. Notification of Post- Employment Obligations.** I agree that prior to accepting employment or affiliation with another firm or business I will advise such firm or business of my duties and obligations under this Employment Agreement. After my *Employment* ends, I agree that a *Deloitte Entity* shall be permitted to advise any firm or business with which I have accepted an offer of employment or affiliation concerning my duties and obligations under this Employment Agreement.

**19. Certification.** I agree that during or after my *Employment* I will, if requested, provide written certification in such form as the Employer may require that I have complied with my obligations hereunder, including, without limitation, those obligations set forth in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15 and 16 of this Agreement.

## OUR ENFORCEMENT RIGHTS AND REMEDIES IN THE EVENT OF A BREACH

**20. Equitable Relief and Attorney's Fees.** I acknowledge and agree that a breach of this Employment Agreement, including, but not limited to, a breach of my duties and obligations under the terms and conditions of Paragraphs 4, 5, 7, 8, 9, 10, 12, 14, 15 or 16 would cause irreparable harm to the *Deloitte Entities* and that, in addition to other remedies, the Employer on behalf of itself or another *Deloitte Entity* is entitled to a temporary restraining order, an injunction or other equitable relief to prevent any such breach. I also acknowledge that, to the extent permitted by law, a *Deloitte Entity* will be entitled to the payment of the *Deloitte Entities'* reasonable costs and attorney's fees incurred in enforcing this Employment Agreement. I also acknowledge that, to the extent permitted by law, the Employer may request that a court extend the one year period following the termination of my *Employment*, as provided in Paragraphs 12 and 15, to correspond with the period that I participated in activities prohibited by Paragraphs 12 and 15.

**21. Liquidated Damages: Client Fees.** I agree that in the event of a breach under Paragraph 12, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

**22. Liquidated Damages: Compensation.** I agree that the precise amount of damages flowing from a breach under Paragraph 15 would be impracticable or extremely difficult to ascertain in an actual amount. Therefore, I agree that in the event of a breach under Paragraph 15, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by or owed to any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

**23. Right of Inspection.** I agree to permit the Employer (or to use my best efforts to enable the Employer) to inspect my books and records (and the books and records of any entity which employs or is associated or affiliated with me), upon request and at reasonable times, to enable the Employer to confirm the calculations described above and to verify compliance with Paragraphs 12 and 15. The Employer shall keep confidential any proprietary information obtained, except as may be necessary or desirable to enable the Employer to enforce its rights under this Employment Agreement and except as may be required by any statute, court or administrative order to decree or government ruling or regulation.

**MISCELLANEOUS**

**24. Governing Law; Choice of Forum.** This Employment Agreement is deemed to have been executed in the Employer's office in **Hyderabad, Telangana, India** and will be construed and governed in accordance with the laws of the Republic of India without regard to its conflicts-of-law principles. You agree to submit to jurisdiction before any court of record in which the Employer's office to which you were assigned is located, or in which a breach of this Employment Agreement may occur, at the election of the Employer, and you waive any right to raise questions of personal jurisdiction or venue in any action the Employer may bring against you in any such court. You further agree to accept service of process/summons/legal notice from the Employer when that process/summons/legal notice is either sent to your last known address by certified mail or served by any other means permitted under the law of the jurisdiction in which the Employer may bring an action against you.

**25. Modifications.** My obligations hereunder may not be changed or modified, released, discharged, abandoned or terminated, in whole or in part, except by an instrument in writing signed by an *Authorized Signatory*.

**26. Severability.** Every provision of this Employment Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such term or provision will be enforced to the maximum extent permitted by law and, in any event, such illegality or invalidity shall not affect the validity of the remainder of the Employment Agreement.

**27. Blue-Penciling.** If any court determines that any provision of this Employment Agreement, or any part hereof, or the application of any such provision, or any part hereof, to any person or circumstance is unenforceable or void, such court shall have the power to modify such provision, or any part hereof, to the extent necessary to render it legal and enforceable while preserving its intent, or if such modification is not possible, by substituting therefore another provision that is legal and enforceable and that achieves the same objective.

**28. Waiver.** None of my obligations under this Employment Agreement shall be deemed to have been waived by the Employer except if the giving of such waiver is contained in a written notice given to me and no such waiver shall be deemed to be a waiver of any other or further obligation I have under this Employment Agreement.

**29. Entire Agreement.** This Employment Agreement, the Employer's employment application, the Terms and Conditions of Service issued pursuant to the offer of employment and any documentation employing me or transferring me to the Employer, contain the entire understanding between me and the Employer or any other *Deloitte Entity* with respect to the subject matter hereof and supersedes all prior representations, warranties, and agreements with respect to such subject matter, and no representations, warranties or other covenants exist with respect to such subject matter that are not contained or expressly referred to herein. Notwithstanding the foregoing, any written agreement between a *Deloitte Entity* and me with respect to the subject matter hereof that was signed by me prior to the effective date of this Employment Agreement shall remain valid and enforceable according to the terms of such agreement with respect to all acts and omissions occurring prior to the effective date of this Employment Agreement. In the event of a conflict between this Employment Agreement and the employment application or any other document purporting to set forth terms and conditions of my *Employment*, this Employment Agreement will control.

**30. Transfer and Assignment.** Unless as the Employer shall otherwise determine, the rights, obligations and benefits of the Employer under this Employment Agreement, including but not limited to those rights and benefits relating to my post-Employment obligations set forth in this Paragraph 30 and in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19 and 23 above, are transferred and assigned, in whole or in part (as the Employer shall determine) and without the need for my consent or the formality of documentation or prescribed processes, to (a) any *Deloitte Entity* in connection with my transfer to that *Deloitte Entity* or (b) any entity that acquires all or a part of the assets or business of the Employer. All provisions of this Employment Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, representatives, successors, and assigns of the Employer and me, and any *Deloitte Entity* to which I may be transferred during my *Employment*, provided, however, none of my duties or obligations under this Employment Agreement may be assigned or transferred by me to any other person or entity without the Employer's prior written approval of such assignment or transfer. Any purported assignments in violation of this Paragraph 30 shall be null and void.

**31. Headings.** The headings contained in this Employment Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Employment Agreement.

I have read the foregoing, understand it, and agree to comply with its terms.

**For Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
 6718FF75DA89400...

Pooja Madhani

**Talent**

**Authorized Signatory**

Effective as of , I accept all the terms and conditions of the Employer as stipulated in this Employment Agreement.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

**EXHIBIT A**

The definitions below apply to the italicized terms that appear in the Employment Agreement (including the exhibits):

**Attest Client** – attest client (or an affiliate of such client) of Deloitte & Touche LLP or a *Deloitte Entity*.

**Authorized Signatory** – a director, officer or other person who is authorized to sign on behalf of a *Deloitte Entity*.

**Confidential Information** – any information not generally known to the public, in any *Form*, that (1) relates to the operation of a *Deloitte Entity* or provides the *Deloitte Entities* with a competitive advantage, (2) consists of Personally Identifiable Information (*PII*) or other personal information about *Personnel*, client and other third party personnel, independent contractors, subcontractors, agents, vendors, suppliers or others which the Employer or another *Deloitte Entity* receives in the course of business, and (3) all other information entrusted to the Employer or another *Deloitte Entity* by clients and other third parties. *Confidential Information* includes, but is not limited to, *Intellectual Property*, supplier information, designs, business or marketing plans, forecasts and financial information, tax returns, tax identification numbers, agreements, client or prospective client lists, specific information about clients or prospective clients such as preferences for specific products and services, client or prospective client needs based on financial history and past purchases of services, client or prospective client development plans, specific rates charged to a client or offered to a prospective client and other business or client records. *Confidential Information* also includes, but is not limited to, debit or credit card information, employment applications, organization charts, performance ratings and other personnel records.

**Deloitte Entity** – the Employer, Deloitte LLP, and any corporation, company, partnership, limited liability company or other entity (a) that (i) is owned, directly or indirectly, in whole or in part, by Deloitte LLP (the “Deloitte U.S. Firms”), including but not limited to Deloitte LLP subsidiaries in India, the Deloitte Touche Tohmatsu verein, Deloitte Global Services Limited, Deloitte Global Services Holdings Limited, Deloitte Touche Tohmatsu Limited (“DTTL”) or any member firm of DTTL or affiliate thereof (collectively, the “DTTL Member Firms”) or (ii) controls, is controlled by or is under common control with any of the entities listed in clause (i); or (b) in which any *Personnel* participated on its behalf, or carried out any duties with respect to its affairs. For purposes of this Employment Agreement, the term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract, or otherwise.

**Deloitte Property** – *Confidential Information*, *Systems*, equipment, debit and credit cards issued in connection with my *Employment*, furniture, facilities and any and all other materials owned, licensed or leased by a *Deloitte Entity*, including, without limitation, computerized or electronic information and all copies thereof in any form or media, created by, furnished to, obtained by or prepared by me in the course of my employment in any capacity.

**Deloitte India (Offices of the US)** - The following companies shall be deemed to be the affiliates of each other and are collectively referred to as Deloitte India (Offices of the US): (i) Deloitte Consulting India Private Limited (ii) Deloitte Tax Services India Private Limited (iii) Deloitte Support Services India Private Limited (iv) Deloitte Financial Advisory Services India Private Limited and (v) Deloitte & Touche Assurance & Enterprise Risk Services India Private Limited.

**Electronic Communications** – all text, audio, video, images, information, data, files and attachments created, displayed, sent, received, posted, accessed or stored, whether deleted or not, by means of the *Systems*.

**Employment** – the nature of my relationship with the Employer or a *Deloitte Entity* pursuant to this Employment Agreement. Alternatively, and depending on context, *Employment* is the period of time during which this relationship persists.

**Form** - paper, computer disc, USB drive, website; any other tangible or electronic medium by which information may be stored or accessed; and human memory.

**Independence** – National Office (Independence) of Deloitte LLP.

**Intellectual Property** - works of authorship (including, without limitation, books, articles, data compilations, software and other copyrightable materials), materials, patents, inventions, designs, techniques, methodologies, processes, discoveries, know-how, ideas, trade secrets, moral rights, trademarks and other indicia of origin together with the goodwill therein, and all patent applications, copyright and trademark applications and registrations, and extensions and renewals thereof, throughout the world.

**Intellectual Property Rights** – all rights, title and interest in Intellectual Property.

**PCAOB** – the United States Public Company Accounting Oversight Board.

**Personal Creations** – *Intellectual Property* that meet all of the following criteria: (1) it is conceived, developed, and created by me on my own time without using *Deloitte Property* or *Personnel* (during work hours), facilities, *Confidential Information* or *Works* of a *Deloitte Entity*, (2) it is unrelated to the actual or reasonably anticipated business or research and development of a

*Deloitte Entity*, and (3) it does not result from any work performed by me and the *Personnel* (during work hours) for a *Deloitte Entity*.

**Personnel** – partners, principals, members, officers and employees of a *Deloitte Entity*.

**PII** – information (excluding business contact information such as an individual's name and one or more of the following: organization name, organizational title, organizational role, business address, business telephone number (including business cell phone number and business email address) relating to an identified or identifiable natural person. An identifiable natural person is a natural person who can be identified, directly or indirectly, by reference to an identification number or factors specific to his or her physical, physiological, mental, economic, cultural or social identity. Set forth below is a non-exclusive list of information that constitutes PII when such information relates to an identified or identifiable natural person:

- Account number (bank account, credit card, etc.)
- Address
- Biometric identifier
- Certificate or license number
- Date of birth
- Government identifiers (such as PAN)
- Name\*
- Personnel Number
- Photograph or video identifiable to an individual
- Vehicle identifier or serial number
- Other information related to an individual that may directly or indirectly identify that individual (e.g., salary, performance rating, purchase history, call history, etc.)

\* Note: When an individual's name is used with PII that is not business contact information, it is included in the definition of PII.

**Pre-existing Agreements or Arrangements** – agreements or arrangements that (1) relate to any *Pre-existing Creations*; or (2) may affect my ability to comply with the requirements of this Employment Agreement, including all contractual and other restrictions or obligations with other parties, including any post-employment restrictions and required notifications to the extent applicable under 18 United States Code §207, CFR 3.104-4, and India laws, rules and regulations that may or will impose limitations on my professional activities during my *Employment* (such as any non-compete agreements with prior employers and the one-year ban on lobbying contacts).

**Pre-existing Creations** – any *Intellectual Property* and *Intellectual Property Rights* that were developed or created by me, alone or with others, or otherwise acquired by me, before the period of my employment in any capacity with the Employer, in which I claim any ownership or right.

**Proceedings** – past or pending (1) actual or threatened claims or complaints of, or arising out of service to, present or former clients, (2) regulatory, self-regulatory, disciplinary, administrative, civil or criminal investigations, inquiries, charges, complaints, actions, sanctions, alternative dispute resolution proceedings, other proceedings or matters (other than criminal proceedings which relate solely to the operation of a motor vehicle) of any kind or nature, in India or any other jurisdiction, against me, including criminal proceedings arising out of my provision of professional services, proceedings brought by a professional association, or proceedings involving the Securities and Exchange Board of India, United States Securities and Exchange Commission or the PCAOB, other professional bodies like the Institute of Chartered Accountants of India or (3) matters of any kind or nature which could adversely affect my association with the Employer or my ability to perform my duties or responsibilities to the Employer, whether set forth in this Employment Agreement or otherwise, or my registration with or licensure by any governmental, quasi-governmental, or other regulatory agency, body or entity, in or outside the United States or India.

**Systems** – the communications systems or any part of such systems that a *Deloitte Entity* owns, licenses or operates and approves for use, including, but not limited to, e-mail, text messaging, Lotus Notes, Deloitte Online (eRoom), instant messaging, local area network, wide area network, Intranet (e.g., DeloitteNet, D Street), Internet, extranet, collaborative tools (e.g., blogs, wikis, etc.), laptop and desktop computers, servers, air cards, Personal Digital Assistants, cell phones, telephones and voicemail.

**Works** – all *Intellectual Property*, in any *Form*, created by me, alone or with others, during the period of my *Employment* that (1) is created within the scope of my *Employment*; (2) relates in any manner to the actual or anticipated business, research, or development of a *Deloitte Entity*; (3) results from any work assigned to or performed by me, alone or with others, for the Employer; or (4) is created with the use of *Deloitte Property*.

**EXHIBIT B****Pre-existing Creations; Pre-existing Agreements or Arrangements**

I understand and agree that the Employer makes no attempt to verify my claim of ownership to any of the *Pre-existing Creations* listed, and makes no admission that any *Pre-existing Creations* listed are owned by me.

[If yes, please enter details below]

Yes, I do have *Pre-existing Creations, Pre-existing Agreements or Arrangements*

No, I do not have *Pre-existing Creations, Pre-existing Agreements or Arrangements*

<b><u>Title</u></b>	<b><u>Date</u></b>	<b><u>Brief Description</u></b>
---------------------	--------------------	---------------------------------

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Print)

ACCEPTED AND AGREED TO:

**Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
6718FF75DA89400...

Pooja Madnani

**Talent**

*Its: Authorized Signatory*

\_\_\_\_\_  
Date

An *Authorized Signatory's* signature is required only if *Pre-existing Creations* or *Pre-existing Agreements* or *Arrangements* are listed pursuant to Paragraphs 2 and 11 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment made in light of Paragraph 2 that *Pre-existing Creations*, if any, are described and explained in sufficient detail so that the likelihood of confusion between the employee's *Pre-existing Creations* and the *Intellectual Property* of a *Deloitte Entity* can be avoided or minimized in the future and further indicates that the *Pre-existing Agreements* or *Arrangements* have been obtained and reviewed and that the *Authorized Signatory* is satisfied that such *Pre-existing Agreements* or *Arrangements* will not interfere with the employee's ability to comply with the requirements of this Employment Agreement.

**EXHIBIT C**

**Proceedings**

[none, unless otherwise specified]

Yes, I do have *Proceedings* to report

No, I do not have *Proceedings* to report

My signature below certifies that to the best of my knowledge, the information I have provided above, pursuant to Paragraph 3, is complete and accurate.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date



**EXHIBIT D**

**Exceptions to Post-Employment Restrictions: re: Clients**

[none, unless otherwise specified]

As specified in Paragraph 13, I agree that after a period of three (3) years from my start date or the date of my employment, as the case may be, the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on Exhibit D to support the application of the obligations of Paragraph 12 to those clients.

Yes, I do have  
Post-Employment Restrictions  
re: Clients

No, I do not have  
Post-Employment Restrictions  
re: Clients

<u>Name of Client</u>	<u>Specified Kind of Services(s) Permitted</u>
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ACCEPTED AND AGREED TO:

**Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
6718FF75DA89400...

Pooja Madnani

**Talent**

Its:     Authorized Signatory	_____
	Date

I have read and understood the above policy terms.

_____	_____	_____
Signature	Name	Date

A n *Authorized Signatory's* signature is required only if information is provided pursuant to Paragraph 13 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment that criteria in Paragraph 13 have been fully satisfied, the clients listed have been properly identified, and the kinds of services permitted have been described with sufficient specificity.

## Terms and Conditions of Service

In continuation to our offer of employment with **Deloitte Tax Services India Private Limited** (the "Employer"), please note the terms and conditions of service.

The italicized terms in these Terms and Conditions of Service are defined in **Exhibit A** of the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement hereto.

### Terms of Service

#### 1. COMPLIANCE WITH INDEPENDENCE, ETHICS AND OTHER REQUIREMENTS

Deloitte & Touche LLP performs attest services for certain of its clients and is subject to the independence requirements of, among others, the United States Securities and Exchange Commission (SEC), the United States Public Company Accounting Oversight Board (PCAOB), and the American Institute of Certified Public Accountants (AICPA). These requirements mandate that certain of the Employer's employees and their relatives be independent of some or all of such attest clients and their affiliates in accordance with the policies of Deloitte LLP and its subsidiaries (the "Deloitte US Entities").

Upon joining the Employer, you will be asked to review a listing of the attest clients and the affiliates of such clients of certain of the Deloitte US Entities and disclose relationships or financial holdings that you or your relatives may have that could affect the independence of the Deloitte US Entities. Any relationships or holdings that conflict with, among other things, the requirements of the SEC, the PCAOB or the AICPA or the independence or ethics policies of the Deloitte US Entities will need to be resolved immediately. Further, you will be required to comply with these policies throughout your career with the Employer, including, when applicable, maintaining a current list of certain of your financial interests (but not their value) in the independence tracking system.

As a condition to your joining the Employer and continued employment, you are required to complete a representation regarding your understanding of, and compliance with, independence and other matters, on a periodical basis (as requested beginning on or prior to the date of you joining the Employer, annually thereafter, and upon certain changes in your role in the Employer), the details of which are provided in the independence representation. An example copy of this representation form is available for your reference on [www.deloittenet.com](http://www.deloittenet.com). The representation should be made to the best of your knowledge and ability. It is your responsibility to consult on any matter should you be uncertain or have a question. You are also requested to refer to [www.deloittenet.com](http://www.deloittenet.com) and *Independence* for more information in this respect. The representations made by you will be subject to an audit and may be reviewed by Deloitte LLP representatives and shared with certain third parties. If you are selected for such an audit, you will need to submit certain personal financial records to Deloitte LLP's internal audit team. Please be assured that Deloitte LLP fully intends to keep all information obtained through the audit process confidential and secure. You hereby give your consent to Deloitte LLP to use the information provided by you for such purposes as provided in the policies regarding independence and ethics.

In the event you (i) do not cooperate or comply with the independence requirements, or (ii) do not complete the necessary representations, or (iii) make inaccurate representation(s); you may be subject to disciplinary action including and up to termination of employment with the Employer.

Please feel free to contact or consult *Independence* should you require any further information or if you have any specific concerns in this respect.

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#### 2. NON DISCLOSURE, NON SOLICIT AND INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AGREEMENT ("Employment Agreement")

You will be expected to sign the Employer's Employment Agreement. Please contact Talent for further details.

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#### 3. HARRASSMENT POLICY

**Administrative Policy Release ("APR") 213** is the Employer's policy prohibiting harassment. Deloitte LLP's subsidiaries located in India ("Deloitte India (Offices of the US)") are committed to providing a working environment that is free from harassment based on caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis, in accordance with applicable Indian central, state or local law. Expressly forbidden are unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Depending on the circumstances, such harassment may also include conduct such as stereotyped or demeaning remarks or gestures or the display or circulation, whether in writing or electronically, of materials or pictures offensive to persons because of their caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis in accordance with applicable Indian central, state or local law. The full policy will be accessible to you on DeloitteNet after joining Deloitte U.S. India.

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#### 4. WORKING HOURS, HOLIDAYS, LEAVES AND MATERNITY BENEFITS

You will be provided with your standard working hours, which may vary over the course of your career. The Employer may, from time to time, subject to applicable laws, require the employee to work beyond these hours.

You shall be entitled to paid holidays and leave as per the Employer's policies.

Women employees are eligible for maternity benefits as per the recent amendments (2017) in the maternity benefit act, 1961, including having 26 weeks of maternity leave with pay, as applicable.

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#### 5. RETIREMENT AGE

The age of retirement for employees of Deloitte India (Offices of the US) is 60 years. Your employment will therefore automatically terminate at the end of the month in which you attain 60 years.

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#### 6. TRANSFERS

You may be transferred, assigned, or asked to attend training at the offices of a Deloitte Entity or its clients or third parties in India or abroad with or without additional compensation. In such an event, you will also be governed by the terms and conditions of service applicable to the transfer, assignment, or training.

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#### 7. NOTICE PERIOD FOR TERMINATION OF SERVICES

The notice period for termination of your services is **60 Days** by either side and/or salary in lieu of notice period on part of the Employer only.

The Employer expects all employees to maintain the highest standards of professional conduct at all times.

In order to assure orderly operations and provide the best possible work environment, the Employer expects you to follow rules of conduct that will protect the interests and safety of all personnel, including but not limited to the Code of Ethics and Professional Conduct.

In the event of any breach of the Code of Ethics and Professional Conduct, non-performance of a contractual obligation or the terms and conditions laid down in this Annexure, or if you engage in any misconduct whether or not in connection with or affecting the business or affairs of the Employer or the work conduct, as specified by Employer, you will be subject to disciplinary action up to and including termination of your services/ employment with the Employer without any notice or payment in lieu of notice notwithstanding any other terms and conditions stipulated herein.

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#### 8. MISCONDUCT

Misconduct may include but is not limited to:

- Irregular attendance: repeated or excessive absence, tardiness or early departures/ late comings without approval.
- Unreported or unapproved absence (including overstay of leave) for more than five consecutive days or deviation from assigned and accepted schedule for more than five days.
- Falsification or manipulation in background verification process or employment records, employment information, or other records prior to or after joining the Employer.
- Falsification or manipulation of Deloitte Time & Expense (DTE).
- Knowingly providing false statements, either verbally or in written form.
- Neglect of normal duties and functions.
- Practices such as reading personal materials during working time, having obscene or inappropriate posters or screen savers at your work station, playing games at your work station, etc.
- Continued discharge of work functions that do not meet the standards reasonably expected.
- Breach of the confidentiality provision in the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement including disclosing to any unauthorized person any *Confidential Information* or *PII*.
- Willful insubordination or disobedience, whether or not in combination with another, of any lawful and reasonable instructions of any member of management or any authorised person.
- Engaging in unapproved outside employment and activities as defined in APR 218 (US & IND)

([https://deloitte.net.deloitte.com/About/Policies/Admin/Pages/218\\_OutsideEmploymentActivities\\_US.aspx](https://deloitte.net.deloitte.com/About/Policies/Admin/Pages/218_OutsideEmploymentActivities_US.aspx)).

- Installing, downloading, copying or duplicating any unauthorized or unlicensed software, programs, games, or attachments on any computer system of the Employer or of any *Deloitte Entity* or its clients.
- Engaging in any illegal activities.
- Workplace violence, including threats of physical violence.
- Corporate credit card delinquencies.
- Causing damage to the property of the Employer, any *Deloitte Entity*, its clients, or their respective personnel
- Going on or abetting a strike in contravention of any law.
- Theft of any property belonging to another, the Employer or any *Deloitte Entity*, or their respective personnel, clients, or visitors
- Possession of firearms, explosives, knives or any instruments that can be used as an injurious or deadly weapon in the workplace or at any *Deloitte Entity* sponsored event.
- Corruption, fraud, or misappropriation of funds.
- Failure to comply with the policies, guidelines, rules and regulations of the Employer or a *Deloitte Entity* as applicable.
- Excessive personal use of the Employer's telephone, fax or computer systems.
- Failure to adhere to applicable laws.
- Any act prejudicial to or in conflict with the interests of the Employer or a *Deloitte Entity*.

The above terms and conditions are based on, and should be read in conjunction with, the Employer's policies, guidelines, procedures and other rules currently applicable, including but not limited to Administrative Policy Releases (APRs) and Deloitte India (Offices of the US)'s other policies, guidelines, rules, and regulations. The above rules are subject to amendments from time to time and the amended rules, policies, procedures, and guidelines would be posted on the Employer's Intranet site i.e. <https://deloitte.net.deloitte.com/Pages/Home.aspx> for employee reference. The policies will be updated from time to time in the future and we deem to have your consent to any and all such changes. Furthermore, upon acceptance of employment with the Employer, you may be requested to read and acknowledge acceptance of various policies and guidelines of the Employer. It is expected that you will read and acknowledge all such communications.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name



### Training Agreement

On behalf of **Deloitte Tax Services India Private Limited**, please accept our congratulations on your recent offer of employment to join the Company as **Tax Consultant I** pursuant to the terms and conditions of your offer letter dated **August 26, 2024**. You made a very favorable impression with everyone you met and we are excited about the possibility of you joining the Company.

As you may be aware, as a condition of employment with the Company, you may be required to travel Overseas to attend a series of training sessions for a period of up to 90 days. This training will be a combination of classroom procedural training as well as on-site training to observe employees conducting similar work at various client locations. This training represents the confidence we have in your ability to be a valuable member of the practice of the Company.

As per Company policy, we kindly bring to your attention that all employees attending training overseas are required to sign a Training Agreement which will obligate the employee to repay a calculated amount of the costs associated with the training, only if the employee resigns his/her position or are terminated for cause within a specified period after completion of the training (usually between 6 to 18 months). This repayment obligation disappears after the specified period of time has lapsed. We all look forward to seeing you again soon and having you join our team of outstanding professionals.

Sincerely,

For **Deloitte Tax Services India Private Limited**

DocuSigned by:

*Pooja Madhani*

6718FF75DA89400...

By:

Signature

**Authorized Signatory**

**Deloitte Tax Services India Private Limited****Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District, CIRCLE 3, Hyderabad - 500032, Telangana, India****Tel: +91 040 67621000  
www.deloitte.com****Subject: Offer of Employment****Dear MUBARAK BAIG**

On behalf of **Deloitte Tax Services India Private Limited** (the "Employer" or "Company"), I am pleased to confirm our offer of employment to you as **Tax Consultant I** based in **Hyderabad**.

We extend this offer, and the opportunity it represents, with great confidence in your abilities. You have made a very favorable impression with everyone you met and we are excited with the prospect of you joining our organization on **OCT 12, 2022**.

Your immediate manager will communicate details of your role and work responsibilities in the initial weeks of your joining the Employer. During your employment, the Company may require you to work on any project that you are assigned to, on any technical platforms/skills and nature of the project, in differentiated work timing, at designated work space and location as may be decided by the company.

As part of your annual compensation, you will receive a Total Salary of **760000** and, will be eligible for a performance linked variable bonus. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount could vary depending upon the business and individual performance each fiscal year and, in some situations, could exceed the payout range indicated. Any amounts paid will be subject to statutory and other deductions as per Employer policies and practices. The details of your compensation breakdown are provided in the attached Annexure A.

As an incentive to join the Company, you are eligible to receive a joining bonus of **Rs./₹ 100,000/-** subject to your reporting for full-time employment on **OCT 12, 2022**.

. This amount will attract applicable taxes and will be processed as part of your first month's payroll. You will have an obligation to repay the entire amount of your joining bonus if you resign your position or are terminated for cause by the Company within **12 months** of your start date.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

Your employment with us will be governed by the Terms and Conditions as detailed in **Annexure B**, as well as any and all rules, regulations, guidelines, policies and practices of the Employer, which may be amended from time to time. Deloitte LLP and its U.S.-based subsidiaries (the "Deloitte U.S. Firms") requires their employees to make the necessary representations regarding independence and other matters. Because the Employer is an Indian subsidiary of Deloitte LLP, we must also comply with these independence requirements. Accordingly, this offer is conditional upon you agreeing to make such representations under the Employer's Independence Representations requirements, as further explained in **Annexure B**.

Your compensation details are confidential, and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization. We would like you to join the Employer on, or an alternative mutually agreed upon date.

This offer letter, together with the Annexures described herein, and the Non-Disclosure, Non Solicit and Intellectual Property Rights Assignment Agreement, the Information Security Policy (which you are required to sign upon joining), constitute the entire agreement between the parties with respect to the subject matter of this offer, and supersedes all other previous or contemporaneous oral or written representations, understandings or agreements relating to the subject matter of this offer between you and the Employer or its affiliates.

In compliance with applicable laws, Deloitte India (Offices of the US) provides its professionals with home pick-up and drop transport services within **pre-defined** boundary if their shift timings are between 8:30 p.m. - 6:00 a.m. in Hyderabad, 9:00 p.m. - 6:00 a.m. in Mumbai, Pune; 7:00 p.m. - 6:00 a.m. in Gurugram, 8:00 p.m. - 6:00 a.m. in Bengaluru, Chennai, and Kolkata.


This letter and **Deloitte Tax Services India Private Limited** employment application are intended to be final. To accept the offer and the terms of this letter, please sign below in the space provided within three business days.

everyone you have interviewed with joins me in extending to you congratulations and warm regards. We look forward to you joining our team.

Sincerely,

**For Deloitte Tax Services India Private Limited**

Best regards,

By:   
Signature

**Authorized Signatory**

**Acceptance**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Annexure A****Tax Consultant I -**

<b>Description</b>	<b>Monthly</b> (Rs. per month)	<b>Annual</b> (Rs. per Annum)
Basic Pay	<b>17,500</b>	<b>210,000</b>
House Rent Allowance (HRA)	<b>8,750</b>	<b>105,000</b>
Special Allowance <sup>1a &amp; 1b</sup>	<b>11,867</b>	<b>142,404</b>
Leave Travel Allowance <sup>2</sup>	<b>1,750</b>	<b>21,000</b>
Differential Allowance	<b>5,833</b>	<b>69,996</b>
Meal Card <sup>3</sup>	<b>2,200</b>	<b>26,400</b>
Employer's contribution to PF	<b>2,100</b>	<b>25,200</b>
<b>Total Salary (in Rs.)</b>	<b>50,000</b>	<b>600,000</b>
Variable Bonus*	You are eligible for a performance linked variable bonus. It will be paid out at the end of the fiscal year, as applicable and on the basis of your individual performance and performance of the business	
Medical Insurance Premium <sup>4</sup>	<b>3,014</b>	<b>36,167</b>

\*The Variable Bonus will vary, primarily based on your individual performance and the performance of the business, during the Employer's fiscal year which is June through May. Your performance will be formally assessed as a part of the Employer Performance Review Cycle Process. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount will vary depending upon the business and individual performance and in some circumstances, could exceed the payout range indicated. The performance of all the employees who have joined the Employer prior to March 1st will be assessed for the fiscal year ending in May. The disbursement of a Variable Bonus, if applicable, is subject to you being active on the rolls of the Employer, during the Annual Incentive Program payout cycle for the fiscal year. For employees joining during the period March 1st to May 30th, a prorated Variable Bonus, if applicable, will be based on the first year-end review ratings in the subsequent year and paid during the Annual Incentive Program payout cycle of that year. The Variable Bonus will not be paid in the event of termination of employment for any reason on or before the disbursement time. The application and interpretation of, and any determinations related to, the Variable Bonus is at the sole discretion of Employer. Employer may amend or terminate the Variable Bonus at any time. All compensation and benefits are based on employee's position with the Employer in India.

Contd/-....



Annexure A

<sup>1</sup>All employees may claim tax exemption, subject to tax rules from time to time, from their Special Allowance component, expenses incurred towards communication and Driver / Fuel & Maintenance Expenses as per eligibility mentioned below:

**Employee Level -  
Tax Consultant I**

<sup>1a</sup>Communication Expenses

<sup>1b</sup>Fuel Expenses

*Only one Post paid mobile, one Land Phone  
and One internet connection bill(s) can be  
claimed.*

*Petrol / Driver / Insurance / Repairs &  
Maintenance*

**Rs./₹ 3,000/-** per month

**Rs./₹ 7,500/-** per month

<sup>1a</sup> The internet/telephone/mobile bills should be in the Employee's name.

<sup>1b</sup> For claiming vehicle running expenses (Driver / Fuel / Repairs & Maintenance expenses) the vehicle has to be in the name of the Employee and the current tax rules are as under. The above limits will be applicable for all those who are on company car lease program and the below limits will apply for all those who are on self-owned car. In case of company leased car, taxability would be as per the current perquisite valuation rules.

Nature of Expenses	Own Vehicle –Maximum Tax exemption limit per month		
	4 Wheelers (Engine Capacity)		
	<= 1600 cc	> 1600 cc	Two Wheelers
Fuel & Maintenance	Rs. 1,800	Rs. 2,400	Rs. 900
Driver's Salary	Rs. 900	Rs. 900	Not applicable

All employees at and above **Senior Staff** are eligible for the company car lease program. If you choose to avail of this benefit, the amount towards lease rental will be paid by the firm on your behalf to the leasing company and your compensation structure will be adjusted accordingly. A revised letter with the new compensation structure will be issued that will supersede this letter for all practical purposes.

<sup>2</sup> The Leave Travel Allowance (LTA) will be paid on a monthly basis as an allowance with tax deducted at source. If you choose to avail the tax benefit on LTA, you should submit proof of expenses incurred by you for Self and / your immediate dependents. The taxability or otherwise of LTA will be as per the Income Tax Act 1961, details of which will form part of the LTA Form.

<sup>3</sup> Meal Card amount will be credited at the start of each month and for the first month (For New Hires) prorated amount will be processed as part of payroll. If not collected, it will be processed as a taxable amount with the salary.

<sup>4</sup> Annual Floating Medical Insurance Coverage for self and **6 dependents** is being paid by the Employer on your behalf. The premium amount is subject to change every year post renewal of insurance policy. In case you opt for an enhancement of the coverage limit, the additional premium will be adjusted accordingly from the special allowance.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

You may also be eligible to either a One-time Stipend or a temporary lodging basis joining the registered office location, you will receive a survey from Deloitte prior to your joining.

You may select the best option for availing the relocation assistance. If an employee who has availed this reimbursement decides to quit within 18 months from the date of relocation claim for whatever reason, the relocation reimbursement paid to the employee will be recovered in full, from the employee's full and final settlement.

By joining the Company, you will become a member under the 'Deloitte USI Employees Welfare Trust' and may be required to make a nominal contribution as a member.

Original bills towards the above components should be submitted during the Income Tax fiscal period evidencing the expenditure to get Income Tax exemption, failing which the same will attract applicable Income Tax.

Submission of false, tampered or altered bills as proof of expense for any of the above components will result in disciplinary action including termination of employment.

**Your compensation above is subject to income tax deduction per rules and guidelines prescribed under the prevailing tax laws. This may change from time to time in line with the amendments done in tax laws.**



## Annexure B

### **Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement ("Employment Agreement")**

In consideration of my employment by **Deloitte Tax Services India Private Limited**, an Employer incorporated under the provisions of the Companies Act, 1956 and having its registered office **Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District, CIRCLE 3, Hyderabad - 500032, Telangana, India** (the "Employer") as **Tax Consultant I** - and other valuable consideration, I acknowledge and agree that:

#### **PRELIMINARY MATTERS**

**1. Defined Terms.** The italicized terms in this agreement (the "Employment Agreement") are defined in **Exhibit A** hereto.

**2. Pre-existing Agreements or Arrangements.** I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Agreements or Arrangements*. The Employer expects me to abide by all restrictions or obligations that are contained in such Pre-existing Agreements or Arrangements and to avoid involvement, while employed by the Employer, in any matter that could pose a conflict as a result of confidential information or intellectual property obtained by me prior to my *Employment*. I further represent that none of these restrictions or obligations, including those set forth in any non-compete agreements with prior employers, is inconsistent with my acceptance of the Employer's offer of *Employment* or my becoming, and serving as, **Tax Consultant I** of the Employer. To the extent applicable and if I am joining the Employer after having served as an employee or official of the United States Government, I further represent that: (1) I have disclosed my prior participation, if any, in any discussions or negotiations with, or decisions to award contracts to, the Deloitte U.S. Firms while I was employed by the United States Government; and (2) I had either recused myself or had not played an active role in the applicable United States Government agency's decision to award any contracts to the Deloitte U.S. Firms while I was employed by the United States Government.

#### **PROTECTION OF OUR BUSINESS**

**3. Reporting of Proceedings.** Except as provided by law and except as I have disclosed in writing on **Exhibit C** to this Agreement, I represent and warrant that I have no *Proceedings* to report. Should I become a subject of any *Proceedings* during my association with the Employer, I agree to immediately report, in writing, all relevant facts to the Chief Talent Officer of Deloitte LLP, the Regional Talent Director of the Employer, and the Chief Ethics and Compliance Officer of Deloitte LLP. I understand that my responses are subject to audit and review by the Employer and others in accordance with applicable professional, ethical, legal, or Employer requirements, rules, regulations, policies, or practices, or other requests.

**4. Confidentiality.** I acknowledge that, by virtue of my *Employment*, I will acquire and be exposed to, have access to, make use of and/or create *Confidential Information*. Therefore, I agree to hold in trust and confidence all such *Confidential Information*. I will neither disclose any such *Confidential Information* to anyone outside a *Deloitte Entity* without the prior written approval of an *Authorized Signatory*, except as required by my authorized duties for the Employer, nor use any such *Confidential Information* for any purpose other than for the benefit of a *Deloitte Entity*.

**5. Third Party Information and Property.** I agree that during my *Employment*, I shall not use or disclose any confidential information or intellectual property of any former employer or other person or entity without the prior written authorization of such employer, person or entity and the prior written consent of an *Authorized Signatory*. If I were to use or disclose any such Confidential Information or Intellectual Property without prior consent, and any of the *Deloitte Entities* become the subject of any claim from a third party regarding such unauthorized use or disclosure, I agree to hold harmless and indemnify the *Deloitte Entities* for any legal defense costs and/or damages related to any such claim.

**6. Authorization.** Only employees of the Employer holding a senior or managerial position with the Employer will be authorized by a specific authorization, delegation, or power of attorney to sign legal documents, representing the Employer. Similarly, only such authorized employees of the Employer may speak about the Employer, the business and plans, various client-related projects etc.

**7. Competing Activities and Conflict of Interest.** During the period of my *Employment* I will not, directly or indirectly, participate in or in any way render services or assistance to any business that is or may be competitive with a *Deloitte Entity*, whether or not for compensation, or engage in any conduct which might result in, or create the appearance of using my position for private gain or other than for the benefit of a *Deloitte Entity*, or otherwise create a conflict, or the appearance of a conflict, of interest with a *Deloitte Entity*. Such conduct shall include, but not be limited to, having an undisclosed financial interest in any vendor or supplier of a *Deloitte Entity*, accepting payments of any kind or gifts other than of a nominal value from vendors, clients or suppliers, or having an undisclosed relationship with a family member or other individual who is employed or

associated with any entity in active or potential competition with a *Deloitte Entity*, and which creates a conflict of interest. I represent and warrant that I am not currently aware of any present or past violation of this provision.

**8. Authorization to Access Systems and Electronic Communications and use of Deloitte Property.** I understand that while employed with a *Deloitte Entity*, I will use and have access to the Systems. I also acknowledge that a *Deloitte Entity* has the right at any time to access, retrieve, delete, monitor, examine, use and/or disclose my Electronic Communications and information from (or about) me and the content, without notice to me, and that such *Electronic Communications* are considered part of a *Deloitte Entity's* business and client records and are not to be considered private or personal to me or any other *Personnel*. I further acknowledge that this right extends to *Electronic Communications* transmitted for either a business or personal purpose.

I agree that I am authorized to access the *Systems* only for approved business purposes and occasional personal use if such use does not interfere with my work responsibilities and other required business activities, business operations, or *Systems* performance. However, I also acknowledge that such occasional personal use does not create an expectation of privacy as to any of my personal *Electronic Communications* and, as such, are *Deloitte Property*.

I further acknowledge that I am not authorized to use the *Systems* for personal gain or any illegal or unethical use. I agree that under no circumstances am I authorized to access any of the *Systems* for the purpose of obtaining *Deloitte Property* for a competitor of a *Deloitte Entity*, transmitting *Deloitte Property* to me (e.g., emailing *Confidential Information* to my personal email address) or to a third party for purposes other than furthering the business objectives of a *Deloitte Entity*. I am not authorized to download a *Deloitte Entity's Confidential Information* or other *Deloitte Property* to removable media such as a CD Rom, disk or thumb drive other than as authorized for furthering the business objectives of a *Deloitte Entity*.

I will be responsible for the safe keeping and return in good condition and order of all the *Deloitte Property* that may be in my use, custody, care or charge. For the loss of any *Deloitte Property* in my possession or custody or for which I have been assigned responsibility, the Employer will have a right to assess on its own basis and recover from me, the damages in respect of such materials (out of the amounts due to me or otherwise) and to take such other legal action as it deems appropriate including termination of my employment without notice or payment in lieu thereof in the event of my failure to account for such material or property to its satisfaction.

**9. Security.** I am provided with a worktable and lockable storage space. I will ensure they are locked when unattended and understand that a duplicate key will only be provided if I sign for it. I am required to display my identity card to the appropriate security personnel on demand and at all times within the office premises.

**10. Ownership of Works.**

a. I agree that the Employer owns all rights, title and interest in and to all *Works*.

b. I agree that all *Works* are deemed works made for hire under India copyright or applicable laws or equivalent laws of any applicable foreign jurisdiction, and all *Intellectual Property Rights* therein vest automatically in the Employer upon creation of the *Works*. I agree that, to the extent any *Work* is held not to be a work made for hire, I hereby irrevocably assign all *Intellectual Property Rights* in the *Work* to the Employer. Notwithstanding anything contained in Section 19(4) of the Indian Copyright Act, 1957, I agree that such assignment shall continue to be in force for perpetuity irrespective of whether or not the Employer exercises its rights as the assignee for any period of time.

c. I will at all times, even after termination of my *Employment*, do whatever the Employer reasonably requests of me, at the Employer's expense, to document the assignment of any *Works* to the Employer or to assist the Employer in pursuing, renewing, extending or assigning any *Intellectual Property Rights*, and otherwise perfecting, protecting and enforcing said *Intellectual Property Rights* in, any *Works*. I agree that, as between me and the Employer, the Employer shall be the sole author, inventor, and owner of all such *Works* and *Intellectual Property Rights* therein throughout the world, and that the Employer shall have the sole right to seek copyright registrations, patents or trademark registrations, including all extensions and renewals thereof. I also hereby agree that I waive all moral rights in any *Works*.

I also agree to assign all my right, title and interest in and to any particular *Works* to a third party as directed by the Employer.

In the event the Employer is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraphs, I hereby irrevocably designate and appoint the Employer and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and in my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraphs with the same legal force and effect as if executed by me. I hereby waive any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any *Works* assigned hereunder to the Employer.

d. During a 12 month period after termination of my *Employment*, I agree that any *Intellectual Property* I create or conceive that results from and is related to any work assigned to or performed by me for the Employer, or that was created using *Deloitte Property*, is a *Work* that is subject to Paragraph 10 (b) above. For purposes of clarification, the foregoing provision is in addition to, and not in limitation of, any rights and remedies the Employer may have under the applicable laws protecting *Intellectual*

*Property of the Deloitte Entities.*

e. I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Employer) of all *Works* developed by me during the period of my employment with the Employer, which records shall be available to and remain the sole property of the Employer at all times.

**11. Pre-existing Creations; Personal Creations.** My obligations in Paragraph 10 do not apply to *Pre-existing Creations* and *Personal Creations*. I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Creations*. I acknowledge and agree that I will not assert any ownership rights against the *Deloitte Entities*, or their respective clients, with respect to any *Pre-existing Creations* unless they appear on **Exhibit B**, and **Exhibit B** has been accepted and agreed to by an *Authorized Signatory* who has signed at the bottom of such **Exhibit B**. I further agree that I shall not use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment* without the prior written consent of an *Authorized Signatory*. To the extent that I use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment*, I agree that, except as otherwise provided in a written agreement executed by me and the Employer, I hereby grant to the Employer an irrevocable, royalty free, perpetual, fully paid up, transferable, sub-licensable license to use, reproduce, distribute, display, perform, modify and create derivative works of and otherwise exploit such *Pre-existing Creations* or *Personal Creations* for any purpose including, but not limited to, client engagements.

**12. Post- Employment Restrictions re: Clients.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or serving of certain clients related to my work for a *Deloitte Entity* would necessarily involve the unauthorized use or disclosure of *Confidential Information*, and the proprietary relationships and goodwill of the *Deloitte Entities*, and, in the case of my serving of certain clients, could compromise the full compliance of the Employer or another *Deloitte Entity* with the applicable laws, rules and regulations of a U.S. or India regulatory body or other independence-related requirement of a regulatory body. Accordingly, during the period of my *Employment* and for a period of one year thereafter, I will not, directly or indirectly, solicit or provide services to any existing client of a *Deloitte Entity* with which I had personal contact and provided services during the two-year period prior to termination of my *Employment*.

**13. Exceptions to Post- Employment Restrictions re: Clients.** I understand that the obligations of Paragraph 12 will not apply for a period of three (3) years after my start date or the date of my promotion or transfer to clients of a *Deloitte Entity* and/or certain specified kinds of services rendered to such clients that meet all of the following criteria: (a) are personal clients of mine who came to a *Deloitte Entity* solely to avail themselves of certain specified kinds of services rendered by me and only as a result of my own independent recruitment efforts, which a *Deloitte Entity* neither subsidized nor otherwise financially supported as part of a program of client development, (b) are listed on **Exhibit D** expressly by name with respect to client and with sufficient specificity with respect to the kinds of service(s) that I will be permitted to render, and (c) are accepted and agreed to as to their listing on **Exhibit D** by an *Authorized Signatory* who has signed at the bottom of such Exhibit. I agree that after a period of three (3) years from my start date or the date of my promotion or transfer the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on **Exhibit D** to support the application of the obligations of Paragraph 12 to those clients.

**14. Future Employment with Clients.** Except as otherwise provided herein, I understand that I am not prohibited from accepting employment with a client (or an affiliate of such client) of a *Deloitte Entity*. Before entering into substantive discussions with an *Attest Client* regarding any employment opportunity, I acknowledge and agree that during my *Employment* and for five years thereafter I must first notify *Independence* and obtain prior written approval from *Independence*. I acknowledge and understand that it is the intent of the Employer to interpret and apply this provision (a) in an effort to ensure the full compliance of the *Deloitte Entities* with applicable U.S. and India laws, rules, and regulations; (b) to serve the public interest; and (c) to protect the legitimate interests of the *Deloitte Entities* or their respective *Attest Clients* under applicable U.S. or India laws, rules and regulations in a manner that is no greater than is reasonably necessary to protect such interests and without being unduly harsh and oppressive to me and my interests in future employment with an *Attest Client*. Further, I acknowledge and agree that because of, among other things, the importance of the *Deloitte Entities* remaining in compliance with applicable independence rules, such approval may be withheld by *Independence* in the event that my employment with an *Attest Client* would, in the view of Deloitte LLP, be inconsistent with applicable laws, rules and regulations or jeopardize the independence of a *Deloitte Entity* with respect to such *Attest Client*.

**15. Restrictions re: Personnel and Contractors.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or hiring or of any of its *Personnel* or contractors of the *Deloitte Entities*, or my participation in their hiring, admission or retention, would necessarily involve the unauthorized use or disclosure of *Confidential Information* or the proprietary relationships and goodwill of the *Deloitte Entities*. Accordingly, during my *Employment* and for one year thereafter, I will not, directly or indirectly, (a) solicit or attempt to solicit, or participate in the solicitation of or any attempt to solicit any *Personnel* to leave a *Deloitte Entity*, or to join any firm or business with which I may be or become affiliated; (b) participate in the hiring or admission of any *Personnel*; or (c) cause a contractor of a *Deloitte Entity* to cease providing services to, with, or on behalf of the *Deloitte Entity*.

**16. Post- Employment Restrictions re: Deloitte Property.** Upon termination of my *Employment*: (a) I will not use or disclose *Deloitte Property*, including, but not limited to, *Confidential Information* and *Works*, for any purpose; (b) I will not retain or take with me any *Deloitte Property*; (c) I will immediately deliver to a *Deloitte Entity* at any location that it designates, at my expense, within one business day after the termination of my *Employment* or on an alternate date designated by a *Deloitte*

*Entity*, any *Deloitte Property* that I may then or thereafter hold or control; and (d) I agree to allow a *Deloitte Entity* to inspect any of my personal or home computers, including smart phones, tablet computers, or any device, media or location capable of storing electronic data, to determine whether any *Deloitte Property* resides on such computers and to permit a *Deloitte Entity* to remove such *Deloitte Property*.

## **OTHER POST- EMPLOYMENT OBLIGATIONS**

**17. Transition of Work and Cooperation.** Upon termination of my *Employment* for any reason, I will cooperate with a *Deloitte Entity* in all matters relating to the completion of pending work and its orderly transfer. I will also cooperate fully with a *Deloitte Entity* in connection with any threat of or actual legal proceeding against a *Deloitte Entity* or any client, customer or licensor of a *Deloitte Entity* arising out of any matter with or of which I had contact or knowledge during my *Employment*.

**18. Notification of Post- Employment Obligations.** I agree that prior to accepting employment or affiliation with another firm or business I will advise such firm or business of my duties and obligations under this Employment Agreement. After my *Employment* ends, I agree that a *Deloitte Entity* shall be permitted to advise any firm or business with which I have accepted an offer of employment or affiliation concerning my duties and obligations under this Employment Agreement.

**19. Certification.** I agree that during or after my *Employment* I will, if requested, provide written certification in such form as the Employer may require that I have complied with my obligations hereunder, including, without limitation, those obligations set forth in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15 and 16 of this Agreement.

## **OUR ENFORCEMENT RIGHTS AND REMEDIES IN THE EVENT OF A BREACH**

**20. Equitable Relief and Attorney's Fees.** I acknowledge and agree that a breach of this Employment Agreement, including, but not limited to, a breach of my duties and obligations under the terms and conditions of Paragraphs 4, 5, 7, 8, 9, 10, 12, 14, 15 or 16 would cause irreparable harm to the *Deloitte Entities* and that, in addition to other remedies, the Employer on behalf of itself or another *Deloitte Entity* is entitled to a temporary restraining order, an injunction or other equitable relief to prevent any such breach. I also acknowledge that, to the extent permitted by law, a *Deloitte Entity* will be entitled to the payment of the *Deloitte Entities'* reasonable costs and attorney's fees incurred in enforcing this Employment Agreement. I also acknowledge that, to the extent permitted by law, the Employer may request that a court extend the one year period following the termination of my *Employment*, as provided in Paragraphs 12 and 15, to correspond with the period that I participated in activities prohibited by Paragraphs 12 and 15.

**21. Liquidated Damages: Client Fees.** I agree that in the event of a breach under Paragraph 12, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

**22. Liquidated Damages: Compensation.** I agree that the precise amount of damages flowing from a breach under Paragraph 15 would be impracticable or extremely difficult to ascertain in an actual amount. Therefore, I agree that in the event of a breach under Paragraph 15, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by or owed to any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

**23. Right of Inspection.** I agree to permit the Employer (or to use my best efforts to enable the Employer) to inspect my books and records (and the books and records of any entity which employs or is associated or affiliated with me), upon request and at reasonable times, to enable the Employer to confirm the calculations described above and to verify compliance with Paragraphs 12 and 15. The Employer shall keep confidential any proprietary information obtained, except as may be necessary or desirable to enable the Employer to enforce its rights under this Employment Agreement and except as may be required by any statute, court or administrative order to decree or government ruling or regulation.

**MISCELLANEOUS**

**24. Governing Law; Choice of Forum.** This Employment Agreement is deemed to have been executed in the Employer's office in **Hyderabad, Telangana, India** and will be construed and governed in accordance with the laws of the Republic of India without regard to its conflicts-of-law principles. You agree to submit to jurisdiction before any court of record in which the Employer's office to which you were assigned is located, or in which a breach of this Employment Agreement may occur, at the election of the Employer, and you waive any right to raise questions of personal jurisdiction or venue in any action the Employer may bring against you in any such court. You further agree to accept service of process/summons/legal notice from the Employer when that process/summons/legal notice is either sent to your last known address by certified mail or served by any other means permitted under the law of the jurisdiction in which the Employer may bring an action against you.

**25. Modifications.** My obligations hereunder may not be changed or modified, released, discharged, abandoned or terminated, in whole or in part, except by an instrument in writing signed by an *Authorized Signatory*.

**26. Severability.** Every provision of this Employment Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such term or provision will be enforced to the maximum extent permitted by law and, in any event, such illegality or invalidity shall not affect the validity of the remainder of the Employment Agreement.

**27. Blue-Penciling.** If any court determines that any provision of this Employment Agreement, or any part hereof, or the application of any such provision, or any part hereof, to any person or circumstance is unenforceable or void, such court shall have the power to modify such provision, or any part hereof, to the extent necessary to render it legal and enforceable while preserving its intent, or if such modification is not possible, by substituting therefore another provision that is legal and enforceable and that achieves the same objective.

**28. Waiver.** None of my obligations under this Employment Agreement shall be deemed to have been waived by the Employer except if the giving of such waiver is contained in a written notice given to me and no such waiver shall be deemed to be a waiver of any other or further obligation I have under this Employment Agreement.

**29. Entire Agreement.** This Employment Agreement, the Employer's employment application, the Terms and Conditions of Service issued pursuant to the offer of employment and any documentation employing me or transferring me to the Employer, contain the entire understanding between me and the Employer or any other *Deloitte Entity* with respect to the subject matter hereof and supersedes all prior representations, warranties, and agreements with respect to such subject matter, and no representations, warranties or other covenants exist with respect to such subject matter that are not contained or expressly referred to herein. Notwithstanding the foregoing, any written agreement between a *Deloitte Entity* and me with respect to the subject matter hereof that was signed by me prior to the effective date of this Employment Agreement shall remain valid and enforceable according to the terms of such agreement with respect to all acts and omissions occurring prior to the effective date of this Employment Agreement. In the event of a conflict between this Employment Agreement and the employment application or any other document purporting to set forth terms and conditions of my *Employment*, this Employment Agreement will control.

**30. Transfer and Assignment.** Unless as the Employer shall otherwise determine, the rights, obligations and benefits of the Employer under this Employment Agreement, including but not limited to those rights and benefits relating to my post-Employment obligations set forth in this Paragraph 30 and in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19 and 23 above, are transferred and assigned, in whole or in part (as the Employer shall determine) and without the need for my consent or the formality of documentation or prescribed processes, to (a) any *Deloitte Entity* in connection with my transfer to that *Deloitte Entity* or (b) any entity that acquires all or a part of the assets or business of the Employer. All provisions of this Employment Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, representatives, successors, and assigns of the Employer and me, and any *Deloitte Entity* to which I may be transferred during my *Employment*, provided, however, none of my duties or obligations under this Employment Agreement may be assigned or transferred by me to any other person or entity without the Employer's prior written approval of such assignment or transfer. Any purported assignments in violation of this Paragraph 30 shall be null and void.

**31. Headings.** The headings contained in this Employment Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Employment Agreement.

I have read the foregoing, understand it, and agree to comply with its terms.

**For Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
 6718FF75DA89400...

Pooja Madhani

**Talent**

**Authorized Signatory**

Effective as of , I accept all the terms and conditions of the Employer as stipulated in this Employment Agreement.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

**EXHIBIT A**

The definitions below apply to the italicized terms that appear in the Employment Agreement (including the exhibits):

**Attest Client** – attest client (or an affiliate of such client) of Deloitte & Touche LLP or a *Deloitte Entity*.

**Authorized Signatory** – a director, officer or other person who is authorized to sign on behalf of a *Deloitte Entity*.

**Confidential Information** – any information not generally known to the public, in any *Form*, that (1) relates to the operation of a *Deloitte Entity* or provides the *Deloitte Entities* with a competitive advantage, (2) consists of Personally Identifiable Information (*PII*) or other personal information about *Personnel*, client and other third party personnel, independent contractors, subcontractors, agents, vendors, suppliers or others which the Employer or another *Deloitte Entity* receives in the course of business, and (3) all other information entrusted to the Employer or another *Deloitte Entity* by clients and other third parties. *Confidential Information* includes, but is not limited to, *Intellectual Property*, supplier information, designs, business or marketing plans, forecasts and financial information, tax returns, tax identification numbers, agreements, client or prospective client lists, specific information about clients or prospective clients such as preferences for specific products and services, client or prospective client needs based on financial history and past purchases of services, client or prospective client development plans, specific rates charged to a client or offered to a prospective client and other business or client records. *Confidential Information* also includes, but is not limited to, debit or credit card information, employment applications, organization charts, performance ratings and other personnel records.

**Deloitte Entity** – the Employer, Deloitte LLP, and any corporation, company, partnership, limited liability company or other entity (a) that (i) is owned, directly or indirectly, in whole or in part, by Deloitte LLP (the “Deloitte U.S. Firms”), including but not limited to Deloitte LLP subsidiaries in India, the Deloitte Touche Tohmatsu verein, Deloitte Global Services Limited, Deloitte Global Services Holdings Limited, Deloitte Touche Tohmatsu Limited (“DTTL”) or any member firm of DTTL or affiliate thereof (collectively, the “DTTL Member Firms”) or (ii) controls, is controlled by or is under common control with any of the entities listed in clause (i); or (b) in which any *Personnel* participated on its behalf, or carried out any duties with respect to its affairs. For purposes of this Employment Agreement, the term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract, or otherwise.

**Deloitte Property** – *Confidential Information*, *Systems*, equipment, debit and credit cards issued in connection with my *Employment*, furniture, facilities and any and all other materials owned, licensed or leased by a *Deloitte Entity*, including, without limitation, computerized or electronic information and all copies thereof in any form or media, created by, furnished to, obtained by or prepared by me in the course of my employment in any capacity.

**Deloitte India (Offices of the US)** – The following companies shall be deemed to be the affiliates of each other and are collectively referred to as Deloitte India (Offices of the US): (i) Deloitte Consulting India Private Limited (ii) Deloitte Tax Services India Private Limited (iii) Deloitte Support Services India Private Limited (iv) Deloitte Financial Advisory Services India Private Limited and (v) Deloitte & Touche Assurance & Enterprise Risk Services India Private Limited.

**Electronic Communications** – all text, audio, video, images, information, data, files and attachments created, displayed, sent, received, posted, accessed or stored, whether deleted or not, by means of the *Systems*.

**Employment** – the nature of my relationship with the Employer or a *Deloitte Entity* pursuant to this Employment Agreement. Alternatively, and depending on context, *Employment* is the period of time during which this relationship persists.

**Form** – paper, computer disc, USB drive, website; any other tangible or electronic medium by which information may be stored or accessed; and human memory.

**Independence** – National Office (Independence) of Deloitte LLP.

**Intellectual Property** – works of authorship (including, without limitation, books, articles, data compilations, software and other copyrightable materials), materials, patents, inventions, designs, techniques, methodologies, processes, discoveries, know-how, ideas, trade secrets, moral rights, trademarks and other indicia of origin together with the goodwill therein, and all patent applications, copyright and trademark applications and registrations, and extensions and renewals thereof, throughout the world.

**Intellectual Property Rights** – all rights, title and interest in Intellectual Property.

**PCAOB** – the United States Public Company Accounting Oversight Board.

**Personal Creations** – *Intellectual Property* that meet all of the following criteria: (1) it is conceived, developed, and created by me on my own time without using *Deloitte Property* or *Personnel* (during work hours), facilities, *Confidential Information* or *Works* of a *Deloitte Entity*, (2) it is unrelated to the actual or reasonably anticipated business or research and development of a



*Deloitte Entity*, and (3) it does not result from any work performed by me and the *Personnel* (during work hours) for a *Deloitte Entity*.

**Personnel** – partners, principals, members, officers and employees of a *Deloitte Entity*.

**PII** – information (excluding business contact information such as an individual's name and one or more of the following: organization name, organizational title, organizational role, business address, business telephone number (including business cell phone number and business email address) relating to an identified or identifiable natural person. An identifiable natural person is a natural person who can be identified, directly or indirectly, by reference to an identification number or factors specific to his or her physical, physiological, mental, economic, cultural or social identity. Set forth below is a non-exclusive list of information that constitutes PII when such information relates to an identified or identifiable natural person:

- Account number (bank account, credit card, etc.)
- Address
- Biometric identifier
- Certificate or license number
- Date of birth
- Government identifiers (such as PAN)
- Name\*
- Personnel Number
- Photograph or video identifiable to an individual
- Vehicle identifier or serial number
- Other information related to an individual that may directly or indirectly identify that individual (e.g., salary, performance rating, purchase history, call history, etc.)

\* Note: When an individual's name is used with PII that is not business contact information, it is included in the definition of PII.

**Pre-existing Agreements or Arrangements** – agreements or arrangements that (1) relate to any *Pre-existing Creations*; or (2) may affect my ability to comply with the requirements of this Employment Agreement, including all contractual and other restrictions or obligations with other parties, including any post-employment restrictions and required notifications to the extent applicable under 18 United States Code §207, CFR 3.104-4, and India laws, rules and regulations that may or will impose limitations on my professional activities during my *Employment* (such as any non-compete agreements with prior employers and the one-year ban on lobbying contacts).

**Pre-existing Creations** – any *Intellectual Property* and *Intellectual Property Rights* that were developed or created by me, alone or with others, or otherwise acquired by me, before the period of my employment in any capacity with the Employer, in which I claim any ownership or right.

**Proceedings** – past or pending (1) actual or threatened claims or complaints of, or arising out of service to, present or former clients, (2) regulatory, self-regulatory, disciplinary, administrative, civil or criminal investigations, inquiries, charges, complaints, actions, sanctions, alternative dispute resolution proceedings, other proceedings or matters (other than criminal proceedings which relate solely to the operation of a motor vehicle) of any kind or nature, in India or any other jurisdiction, against me, including criminal proceedings arising out of my provision of professional services, proceedings brought by a professional association, or proceedings involving the Securities and Exchange Board of India, United States Securities and Exchange Commission or the PCAOB, other professional bodies like the Institute of Chartered Accountants of India or (3) matters of any kind or nature which could adversely affect my association with the Employer or my ability to perform my duties or responsibilities to the Employer, whether set forth in this Employment Agreement or otherwise, or my registration with or licensure by any governmental, quasi-governmental, or other regulatory agency, body or entity, in or outside the United States or India.

**Systems** – the communications systems or any part of such systems that a *Deloitte Entity* owns, licenses or operates and approves for use, including, but not limited to, e-mail, text messaging, Lotus Notes, Deloitte Online (eRoom), instant messaging, local area network, wide area network, Intranet (e.g., DeloitteNet, D Street), Internet, extranet, collaborative tools (e.g., blogs, wikis, etc.), laptop and desktop computers, servers, air cards, Personal Digital Assistants, cell phones, telephones and voicemail.

**Works** – all *Intellectual Property*, in any *Form*, created by me, alone or with others, during the period of my *Employment* that (1) is created within the scope of my *Employment*; (2) relates in any manner to the actual or anticipated business, research, or development of a *Deloitte Entity*; (3) results from any work assigned to or performed by me, alone or with others, for the Employer; or (4) is created with the use of *Deloitte Property*.

**EXHIBIT B****Pre-existing Creations; Pre-existing Agreements or Arrangements**

I understand and agree that the Employer makes no attempt to verify my claim of ownership to any of the *Pre-existing Creations* listed, and makes no admission that any *Pre-existing Creations* listed are owned by me.

[If yes, please enter details below]

Yes, I do have *Pre-existing Creations*, *Pre-existing Agreements or Arrangements*

No, I do not have *Pre-existing Creations*, *Pre-existing Agreements or Arrangements*

<b><u>Title</u></b>	<b><u>Date</u></b>	<b><u>Brief Description</u></b>
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\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Print)

ACCEPTED AND AGREED TO:

**Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
6718FF75DA89400...

Pooja Madnani

**Talent**

Its: *Authorized Signatory*

\_\_\_\_\_  
Date

An *Authorized Signatory's* signature is required only if *Pre-existing Creations* or *Pre-existing Agreements* or *Arrangements* are listed pursuant to Paragraphs 2 and 11 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment made in light of Paragraph 2 that *Pre-existing Creations*, if any, are described and explained in sufficient detail so that the likelihood of confusion between the employee's *Pre-existing Creations* and the *Intellectual Property* of a *Deloitte Entity* can be avoided or minimized in the future and further indicates that the *Pre-existing Agreements* or *Arrangements* have been obtained and reviewed and that the *Authorized Signatory* is satisfied that such *Pre-existing Agreements* or *Arrangements* will not interfere with the employee's ability to comply with the requirements of this Employment Agreement.

**EXHIBIT C**

**Proceedings**

[none, unless otherwise specified]

Yes, I do have *Proceedings* to report

No, I do not have *Proceedings* to report

My signature below certifies that to the best of my knowledge, the information I have provided above, pursuant to Paragraph 3, is complete and accurate.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

**EXHIBIT D**

**Exceptions to Post-Employment Restrictions: re: Clients**

[none, unless otherwise specified]

As specified in Paragraph 13, I agree that after a period of three (3) years from my start date or the date of my employment, as the case may be, the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on Exhibit D to support the application of the obligations of Paragraph 12 to those clients.

Yes, I do have  
Post-Employment Restrictions  
re: Clients

No, I do not have  
Post-Employment Restrictions  
re: Clients

<u>Name of Client</u>	<u>Specified Kind of Services(s) Permitted</u>
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ACCEPTED AND AGREED TO:

**Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
6718FF75DA89400...

Pooja Madnani

**Talent**

Its:     Authorized Signatory	<hr/>
	Date

I have read and understood the above policy terms.

<hr/>	<hr/>	<hr/>
Signature	Name	Date

A n *Authorized Signatory's* signature is required only if information is provided pursuant to Paragraph 13 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment that criteria in Paragraph 13 have been fully satisfied, the clients listed have been properly identified, and the kinds of services permitted have been described with sufficient specificity.

## Terms and Conditions of Service

In continuation to our offer of employment with **Deloitte Tax Services India Private Limited** (the "Employer"), please note the terms and conditions of service.

The italicized terms in these Terms and Conditions of Service are defined in **Exhibit A** of the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement hereto.

### Terms of Service

#### 1. COMPLIANCE WITH INDEPENDENCE, ETHICS AND OTHER REQUIREMENTS

Deloitte & Touche LLP performs attest services for certain of its clients and is subject to the independence requirements of, among others, the United States Securities and Exchange Commission (SEC), the United States Public Company Accounting Oversight Board (PCAOB), and the American Institute of Certified Public Accountants (AICPA). These requirements mandate that certain of the Employer's employees and their relatives be independent of some or all of such attest clients and their affiliates in accordance with the policies of Deloitte LLP and its subsidiaries (the "Deloitte US Entities").

Upon joining the Employer, you will be asked to review a listing of the attest clients and the affiliates of such clients of certain of the Deloitte US Entities and disclose relationships or financial holdings that you or your relatives may have that could affect the independence of the Deloitte US Entities. Any relationships or holdings that conflict with, among other things, the requirements of the SEC, the PCAOB or the AICPA or the independence or ethics policies of the Deloitte US Entities will need to be resolved immediately. Further, you will be required to comply with these policies throughout your career with the Employer, including, when applicable, maintaining a current list of certain of your financial interests (but not their value) in the independence tracking system.

As a condition to your joining the Employer and continued employment, you are required to complete a representation regarding your understanding of, and compliance with, independence and other matters, on a periodical basis (as requested beginning on or prior to the date of you joining the Employer, annually thereafter, and upon certain changes in your role in the Employer), the details of which are provided in the independence representation. An example copy of this representation form is available for your reference on [www.deloittenet.com](http://www.deloittenet.com). The representation should be made to the best of your knowledge and ability. It is your responsibility to consult on any matter should you be uncertain or have a question. You are also requested to refer to [www.deloittenet.com](http://www.deloittenet.com) and *Independence* for more information in this respect. The representations made by you will be subject to an audit and may be reviewed by Deloitte LLP representatives and shared with certain third parties. If you are selected for such an audit, you will need to submit certain personal financial records to Deloitte LLP's internal audit team. Please be assured that Deloitte LLP fully intends to keep all information obtained through the audit process confidential and secure. You hereby give your consent to Deloitte LLP to use the information provided by you for such purposes as provided in the policies regarding independence and ethics.

In the event you (i) do not cooperate or comply with the independence requirements, or (ii) do not complete the necessary representations, or (iii) make inaccurate representation(s); you may be subject to disciplinary action including and up to termination of employment with the Employer.

Please feel free to contact or consult *Independence* should you require any further information or if you have any specific concerns in this respect.

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#### 2. NON DISCLOSURE, NON SOLICIT AND INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AGREEMENT ("Employment Agreement")

You will be expected to sign the Employer's Employment Agreement. Please contact Talent for further details.

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#### 3. HARRASSMENT POLICY

**Administrative Policy Release ("APR") 213** is the Employer's policy prohibiting harassment. Deloitte LLP's subsidiaries located in India ("Deloitte India (Offices of the US)") are committed to providing a working environment that is free from harassment based on caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis, in accordance with applicable Indian central, state or local law. Expressly forbidden are unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Depending on the circumstances, such harassment may also include conduct such as stereotyped or demeaning remarks or gestures or the display or circulation, whether in writing or electronically, of materials or pictures offensive to persons because of their caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis in accordance with applicable Indian central, state or local law. The full policy will be accessible to you on DeloitteNet after joining Deloitte U.S. India.

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#### 4. WORKING HOURS, HOLIDAYS, LEAVES AND MATERNITY BENEFITS

You will be provided with your standard working hours, which may vary over the course of your career. The Employer may, from time to time, subject to applicable laws, require the employee to work beyond these hours.

You shall be entitled to paid holidays and leave as per the Employer's policies.

Women employees are eligible for maternity benefits as per the recent amendments (2017) in the maternity benefit act, 1961, including having 26 weeks of maternity leave with pay, as applicable.

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#### 5. RETIREMENT AGE

The age of retirement for employees of Deloitte India (Offices of the US) is 60 years. Your employment will therefore automatically terminate at the end of the month in which you attain 60 years.

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#### 6. TRANSFERS

You may be transferred, assigned, or asked to attend training at the offices of a Deloitte Entity or its clients or third parties in India or abroad with or without additional compensation. In such an event, you will also be governed by the terms and conditions of service applicable to the transfer, assignment, or training.

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#### 7. NOTICE PERIOD FOR TERMINATION OF SERVICES

The notice period for termination of your services is **60 Days** by either side and/or salary in lieu of notice period on part of the Employer only.

The Employer expects all employees to maintain the highest standards of professional conduct at all times.

In order to assure orderly operations and provide the best possible work environment, the Employer expects you to follow rules of conduct that will protect the interests and safety of all personnel, including but not limited to the Code of Ethics and Professional Conduct.

In the event of any breach of the Code of Ethics and Professional Conduct, non-performance of a contractual obligation or the terms and conditions laid down in this Annexure, or if you engage in any misconduct whether or not in connection with or affecting the business or affairs of the Employer or the work conduct, as specified by Employer, you will be subject to disciplinary action up to and including termination of your services/ employment with the Employer without any notice or payment in lieu of notice notwithstanding any other terms and conditions stipulated herein.

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#### 8. MISCONDUCT

Misconduct may include but is not limited to:

- Irregular attendance: repeated or excessive absence, tardiness or early departures/ late comings without approval.
- Unreported or unapproved absence (including overstay of leave) for more than five consecutive days or deviation from assigned and accepted schedule for more than five days.
- Falsification or manipulation in background verification process or employment records, employment information, or other records prior to or after joining the Employer.
- Falsification or manipulation of Deloitte Time & Expense (DTE).
- Knowingly providing false statements, either verbally or in written form.
- Neglect of normal duties and functions.
- Practices such as reading personal materials during working time, having obscene or inappropriate posters or screen savers at your work station, playing games at your work station, etc.
- Continued discharge of work functions that do not meet the standards reasonably expected.
- Breach of the confidentiality provision in the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement including disclosing to any unauthorized person any *Confidential Information* or *PII*.
- Willful insubordination or disobedience, whether or not in combination with another, of any lawful and reasonable instructions of any member of management or any authorised person.
- Engaging in unapproved outside employment and activities as defined in APR 218 (US & IND)

([https://deloitte.net.deloitte.com/About/Policies/Admin/Pages/218\\_OutsideEmploymentActivities\\_US.aspx](https://deloitte.net.deloitte.com/About/Policies/Admin/Pages/218_OutsideEmploymentActivities_US.aspx)).

- Installing, downloading, copying or duplicating any unauthorized or unlicensed software, programs, games, or attachments on any computer system of the Employer or of any *Deloitte Entity* or its clients.
- Engaging in any illegal activities.
- Workplace violence, including threats of physical violence.
- Corporate credit card delinquencies.
- Causing damage to the property of the Employer, any *Deloitte Entity*, its clients, or their respective personnel
- Going on or abetting a strike in contravention of any law.
- Theft of any property belonging to another, the Employer or any *Deloitte Entity*, or their respective personnel, clients, or visitors
- Possession of firearms, explosives, knives or any instruments that can be used as an injurious or deadly weapon in the workplace or at any *Deloitte Entity* sponsored event.
- Corruption, fraud, or misappropriation of funds.
- Failure to comply with the policies, guidelines, rules and regulations of the Employer or a *Deloitte Entity* as applicable.
- Excessive personal use of the Employer's telephone, fax or computer systems.
- Failure to adhere to applicable laws.
- Any act prejudicial to or in conflict with the interests of the Employer or a *Deloitte Entity*.

The above terms and conditions are based on, and should be read in conjunction with, the Employer's policies, guidelines, procedures and other rules currently applicable, including but not limited to Administrative Policy Releases (APRs) and Deloitte India (Offices of the US)'s other policies, guidelines, rules, and regulations. The above rules are subject to amendments from time to time and the amended rules, policies, procedures, and guidelines would be posted on the Employer's Intranet site i.e. <https://deloitte.net.deloitte.com/Pages/Home.aspx> for employee reference. The policies will be updated from time to time in the future and we deem to have your consent to any and all such changes. Furthermore, upon acceptance of employment with the Employer, you may be requested to read and acknowledge acceptance of various policies and guidelines of the Employer. It is expected that you will read and acknowledge all such communications.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name



### Training Agreement

On behalf of **Deloitte Tax Services India Private Limited**, please accept our congratulations on your recent offer of employment to join the Company as **Tax Consultant I** pursuant to the terms and conditions of your offer letter dated **August 26, 2024**. You made a very favorable impression with everyone you met and we are excited about the possibility of you joining the Company.

As you may be aware, as a condition of employment with the Company, you may be required to travel Overseas to attend a series of training sessions for a period of up to 90 days. This training will be a combination of classroom procedural training as well as on-site training to observe employees conducting similar work at various client locations. This training represents the confidence we have in your ability to be a valuable member of the practice of the Company.

As per Company policy, we kindly bring to your attention that all employees attending training overseas are required to sign a Training Agreement which will obligate the employee to repay a calculated amount of the costs associated with the training, only if the employee resigns his/her position or are terminated for cause within a specified period after completion of the training (usually between 6 to 18 months). This repayment obligation disappears after the specified period of time has lapsed. We all look forward to seeing you again soon and having you join our team of outstanding professionals.

Sincerely,

For **Deloitte Tax Services India Private Limited**

DocuSigned by:

*Pooja Madhani*

6718FF75DA89400...

By:

Signature

**Authorized Signatory**



**Deloitte Tax Services India Private Limited****Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District, CIRCLE 3, Hyderabad - 500032, Telangana, India****Tel: +91 040 67621000**  
**www.deloitte.com****Subject: Offer of Employment****Dear NAFISA KHAN**

On behalf of **Deloitte Tax Services India Private Limited** (the "Employer" or "Company"), I am pleased to confirm our offer of employment to you as **Tax Consultant I** based in **Hyderabad**.

We extend this offer, and the opportunity it represents, with great confidence in your abilities. You have made a very favorable impression with everyone you met and we are excited with the prospect of you joining our organization on **OCT 12, 2022**.

Your immediate manager will communicate details of your role and work responsibilities in the initial weeks of your joining the Employer. During your employment, the Company may require you to work on any project that you are assigned to, on any technical platforms/skills and nature of the project, in differentiated work timing, at designated work space and location as may be decided by the company.

As part of your annual compensation, you will receive a Total Salary of **760000** and, will be eligible for a performance linked variable bonus. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount could vary depending upon the business and individual performance each fiscal year and, in some situations, could exceed the payout range indicated. Any amounts paid will be subject to statutory and other deductions as per Employer policies and practices. The details of your compensation breakdown are provided in the attached Annexure A.

As an incentive to join the Company, you are eligible to receive a joining bonus of **Rs./₹ 100,000/-** subject to your reporting for full-time employment on **OCT 12, 2022**.

. This amount will attract applicable taxes and will be processed as part of your first month's payroll. You will have an obligation to repay the entire amount of your joining bonus if you resign your position or are terminated for cause by the Company within **12 months** of your start date.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

Your employment with us will be governed by the Terms and Conditions as detailed in **Annexure B**, as well as any and all rules, regulations, guidelines, policies and practices of the Employer, which may be amended from time to time. Deloitte LLP and its U.S.-based subsidiaries (the "Deloitte U.S. Firms") requires their employees to make the necessary representations regarding independence and other matters. Because the Employer is an Indian subsidiary of Deloitte LLP, we must also comply with these independence requirements. Accordingly, this offer is conditional upon you agreeing to make such representations under the Employer's Independence Representations requirements, as further explained in **Annexure B**.

Your compensation details are confidential, and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization. We would like you to join the Employer on, or an alternative mutually agreed upon date.

This offer letter, together with the Annexures described herein, and the Non-Disclosure, Non Solicit and Intellectual Property Rights Assignment Agreement, the Information Security Policy (which you are required to sign upon joining), constitute the entire agreement between the parties with respect to the subject matter of this offer, and supersedes all other previous or contemporaneous oral or written representations, understandings or agreements relating to the subject matter of this offer between you and the Employer or its affiliates.

In compliance with applicable laws, Deloitte India (Offices of the US) provides its professionals with home pick-up and drop transport services within **pre-defined** boundary if their shift timings are between 8:30 p.m. - 6:00 a.m. in Hyderabad, 9:00 p.m. - 6:00 a.m. in Mumbai, Pune; 7:00 p.m. - 6:00 a.m. in Gurugram, 8:00 p.m. - 6:00 a.m. in Bengaluru, Chennai, and Kolkata.

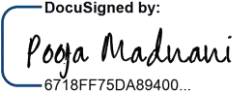
This letter and **Deloitte Tax Services India Private Limited** employment application are intended to be final. To accept the offer and the terms of this letter, please sign below in the space provided within three business days.

everyone you have interviewed with joins me in extending to you congratulations and warm regards. We look forward to you joining our team.

Sincerely,

**For Deloitte Tax Services India Private Limited**

Best regards,

By:   
Signature

**Authorized Signatory**

**Acceptance**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Annexure A****Tax Consultant I -**

<b>Description</b>	<b>Monthly</b> (Rs. per month)	<b>Annual</b> (Rs. per Annum)
Basic Pay	<b>17,500</b>	<b>210,000</b>
House Rent Allowance (HRA)	<b>8,750</b>	<b>105,000</b>
Special Allowance <sup>1a &amp; 1b</sup>	<b>11,867</b>	<b>142,404</b>
Leave Travel Allowance <sup>2</sup>	<b>1,750</b>	<b>21,000</b>
Differential Allowance	<b>5,833</b>	<b>69,996</b>
Meal Card <sup>3</sup>	<b>2,200</b>	<b>26,400</b>
Employer's contribution to PF	<b>2,100</b>	<b>25,200</b>
<b>Total Salary (in Rs.)</b>	<b>50,000</b>	<b>600,000</b>
Variable Bonus*	You are eligible for a performance linked variable bonus. It will be paid out at the end of the fiscal year, as applicable and on the basis of your individual performance and performance of the business	
Medical Insurance Premium <sup>4</sup>	<b>3,014</b>	<b>36,167</b>

\*The Variable Bonus will vary, primarily based on your individual performance and the performance of the business, during the Employer's fiscal year which is June through May. Your performance will be formally assessed as a part of the Employer Performance Review Cycle Process. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount will vary depending upon the business and individual performance and in some circumstances, could exceed the payout range indicated. The performance of all the employees who have joined the Employer prior to March 1st will be assessed for the fiscal year ending in May. The disbursement of a Variable Bonus, if applicable, is subject to you being active on the rolls of the Employer, during the Annual Incentive Program payout cycle for the fiscal year. For employees joining during the period March 1st to May 30th, a prorated Variable Bonus, if applicable, will be based on the first year-end review ratings in the subsequent year and paid during the Annual Incentive Program payout cycle of that year. The Variable Bonus will not be paid in the event of termination of employment for any reason on or before the disbursement time. The application and interpretation of, and any determinations related to, the Variable Bonus is at the sole discretion of Employer. Employer may amend or terminate the Variable Bonus at any time. All compensation and benefits are based on employee's position with the Employer in India.

Contd/-....

Annexure A

<sup>1</sup>All employees may claim tax exemption, subject to tax rules from time to time, from their Special Allowance component, expenses incurred towards communication and Driver / Fuel & Maintenance Expenses as per eligibility mentioned below:

**Employee Level -  
Tax Consultant I**

<sup>1a</sup>Communication Expenses

<sup>1b</sup>Fuel Expenses

Only one Post paid mobile, one Land Phone  
and One internet connection bill(s) can be  
claimed.

Petrol / Driver / Insurance / Repairs &  
Maintenance

**Rs./₹ 3,000/-** per month

**Rs./₹ 7,500/-** per month

<sup>1a</sup> The internet/telephone/mobile bills should be in the Employee's name.

<sup>1b</sup> For claiming vehicle running expenses (Driver / Fuel / Repairs & Maintenance expenses) the vehicle has to be in the name of the Employee and the current tax rules are as under. The above limits will be applicable for all those who are on company car lease program and the below limits will apply for all those who are on self-owned car. In case of company leased car, taxability would be as per the current perquisite valuation rules.

Nature of Expenses	Own Vehicle –Maximum Tax exemption limit per month		
	4 Wheelers (Engine Capacity)		
	<= 1600 cc	> 1600 cc	Two Wheelers
Fuel & Maintenance	Rs. 1,800	Rs. 2,400	Rs. 900
Driver's Salary	Rs. 900	Rs. 900	Not applicable

All employees at and above **Senior Staff** are eligible for the company car lease program. If you choose to avail of this benefit, the amount towards lease rental will be paid by the firm on your behalf to the leasing company and your compensation structure will be adjusted accordingly. A revised letter with the new compensation structure will be issued that will supersede this letter for all practical purposes.

<sup>2</sup> The Leave Travel Allowance (LTA) will be paid on a monthly basis as an allowance with tax deducted at source. If you choose to avail the tax benefit on LTA, you should submit proof of expenses incurred by you for Self and / your immediate dependents. The taxability or otherwise of LTA will be as per the Income Tax Act 1961, details of which will form part of the LTA Form.

<sup>3</sup> Meal Card amount will be credited at the start of each month and for the first month (For New Hires) prorated amount will be processed as part of payroll. If not collected, it will be processed as a taxable amount with the salary.

<sup>4</sup> Annual Floating Medical Insurance Coverage for self and **6 dependents** is being paid by the Employer on your behalf. The premium amount is subject to change every year post renewal of insurance policy. In case you opt for an enhancement of the coverage limit, the additional premium will be adjusted accordingly from the special allowance.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

You may also be eligible to either a One-time Stipend or a temporary lodging basis joining the registered office location, you will receive a survey from Deloitte prior to your joining.

You may select the best option for availing the relocation assistance. If an employee who has availed this reimbursement decides to quit within 18 months from the date of relocation claim for whatever reason, the relocation reimbursement paid to the employee will be recovered in full, from the employee's full and final settlement.

By joining the Company, you will become a member under the 'Deloitte USI Employees Welfare Trust' and may be required to make a nominal contribution as a member.

Original bills towards the above components should be submitted during the Income Tax fiscal period evidencing the expenditure to get Income Tax exemption, failing which the same will attract applicable Income Tax.

Submission of false, tampered or altered bills as proof of expense for any of the above components will result in disciplinary action including termination of employment.

**Your compensation above is subject to income tax deduction per rules and guidelines prescribed under the prevailing tax laws. This may change from time to time in line with the amendments done in tax laws.**



## Annexure B

### **Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement ("Employment Agreement")**

In consideration of my employment by **Deloitte Tax Services India Private Limited**, an Employer incorporated under the provisions of the Companies Act, 1956 and having its registered office **Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District, CIRCLE 3, Hyderabad - 500032, Telangana, India** (the "Employer") as **Tax Consultant I** - and other valuable consideration, I acknowledge and agree that:

#### **PRELIMINARY MATTERS**

**1. Defined Terms.** The italicized terms in this agreement (the "Employment Agreement") are defined in **Exhibit A** hereto.

**2. Pre-existing Agreements or Arrangements.** I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Agreements or Arrangements*. The Employer expects me to abide by all restrictions or obligations that are contained in such Pre-existing Agreements or Arrangements and to avoid involvement, while employed by the Employer, in any matter that could pose a conflict as a result of confidential information or intellectual property obtained by me prior to my *Employment*. I further represent that none of these restrictions or obligations, including those set forth in any non-compete agreements with prior employers, is inconsistent with my acceptance of the Employer's offer of *Employment* or my becoming, and serving as, **Tax Consultant I** of the Employer. To the extent applicable and if I am joining the Employer after having served as an employee or official of the United States Government, I further represent that: (1) I have disclosed my prior participation, if any, in any discussions or negotiations with, or decisions to award contracts to, the Deloitte U.S. Firms while I was employed by the United States Government; and (2) I had either recused myself or had not played an active role in the applicable United States Government agency's decision to award any contracts to the Deloitte U.S. Firms while I was employed by the United States Government.

#### **PROTECTION OF OUR BUSINESS**

**3. Reporting of Proceedings.** Except as provided by law and except as I have disclosed in writing on **Exhibit C** to this Agreement, I represent and warrant that I have no *Proceedings* to report. Should I become a subject of any *Proceedings* during my association with the Employer, I agree to immediately report, in writing, all relevant facts to the Chief Talent Officer of Deloitte LLP, the Regional Talent Director of the Employer, and the Chief Ethics and Compliance Officer of Deloitte LLP. I understand that my responses are subject to audit and review by the Employer and others in accordance with applicable professional, ethical, legal, or Employer requirements, rules, regulations, policies, or practices, or other requests.

**4. Confidentiality.** I acknowledge that, by virtue of my *Employment*, I will acquire and be exposed to, have access to, make use of and/or create *Confidential Information*. Therefore, I agree to hold in trust and confidence all such *Confidential Information*. I will neither disclose any such *Confidential Information* to anyone outside a *Deloitte Entity* without the prior written approval of an *Authorized Signatory*, except as required by my authorized duties for the Employer, nor use any such *Confidential Information* for any purpose other than for the benefit of a *Deloitte Entity*.

**5. Third Party Information and Property.** I agree that during my *Employment*, I shall not use or disclose any confidential information or intellectual property of any former employer or other person or entity without the prior written authorization of such employer, person or entity and the prior written consent of an *Authorized Signatory*. If I were to use or disclose any such Confidential Information or Intellectual Property without prior consent, and any of the *Deloitte Entities* become the subject of any claim from a third party regarding such unauthorized use or disclosure, I agree to hold harmless and indemnify the *Deloitte Entities* for any legal defense costs and/or damages related to any such claim.

**6. Authorization.** Only employees of the Employer holding a senior or managerial position with the Employer will be authorized by a specific authorization, delegation, or power of attorney to sign legal documents, representing the Employer. Similarly, only such authorized employees of the Employer may speak about the Employer, the business and plans, various client-related projects etc.

**7. Competing Activities and Conflict of Interest.** During the period of my *Employment* I will not, directly or indirectly, participate in or in any way render services or assistance to any business that is or may be competitive with a *Deloitte Entity*, whether or not for compensation, or engage in any conduct which might result in, or create the appearance of using my position for private gain or other than for the benefit of a *Deloitte Entity*, or otherwise create a conflict, or the appearance of a conflict, of interest with a *Deloitte Entity*. Such conduct shall include, but not be limited to, having an undisclosed financial interest in any vendor or supplier of a *Deloitte Entity*, accepting payments of any kind or gifts other than of a nominal value from vendors, clients or suppliers, or having an undisclosed relationship with a family member or other individual who is employed or

associated with any entity in active or potential competition with a *Deloitte Entity*, and which creates a conflict of interest. I represent and warrant that I am not currently aware of any present or past violation of this provision.

**8. Authorization to Access Systems and Electronic Communications and use of Deloitte Property.** I understand that while employed with a *Deloitte Entity*, I will use and have access to the Systems. I also acknowledge that a *Deloitte Entity* has the right at any time to access, retrieve, delete, monitor, examine, use and/or disclose my Electronic Communications and information from (or about) me and the content, without notice to me, and that such *Electronic Communications* are considered part of a *Deloitte Entity's* business and client records and are not to be considered private or personal to me or any other *Personnel*. I further acknowledge that this right extends to *Electronic Communications* transmitted for either a business or personal purpose.

I agree that I am authorized to access the *Systems* only for approved business purposes and occasional personal use if such use does not interfere with my work responsibilities and other required business activities, business operations, or *Systems* performance. However, I also acknowledge that such occasional personal use does not create an expectation of privacy as to any of my personal *Electronic Communications* and, as such, are *Deloitte Property*.

I further acknowledge that I am not authorized to use the *Systems* for personal gain or any illegal or unethical use. I agree that under no circumstances am I authorized to access any of the *Systems* for the purpose of obtaining *Deloitte Property* for a competitor of a *Deloitte Entity*, transmitting *Deloitte Property* to me (e.g., emailing *Confidential Information* to my personal email address) or to a third party for purposes other than furthering the business objectives of a *Deloitte Entity*. I am not authorized to download a *Deloitte Entity's Confidential Information* or other *Deloitte Property* to removable media such as a CD Rom, disk or thumb drive other than as authorized for furthering the business objectives of a *Deloitte Entity*.

I will be responsible for the safe keeping and return in good condition and order of all the *Deloitte Property* that may be in my use, custody, care or charge. For the loss of any *Deloitte Property* in my possession or custody or for which I have been assigned responsibility, the Employer will have a right to assess on its own basis and recover from me, the damages in respect of such materials (out of the amounts due to me or otherwise) and to take such other legal action as it deems appropriate including termination of my employment without notice or payment in lieu thereof in the event of my failure to account for such material or property to its satisfaction.

**9. Security.** I am provided with a worktable and lockable storage space. I will ensure they are locked when unattended and understand that a duplicate key will only be provided if I sign for it. I am required to display my identity card to the appropriate security personnel on demand and at all times within the office premises.

**10. Ownership of Works.**

a. I agree that the Employer owns all rights, title and interest in and to all *Works*.

b. I agree that all *Works* are deemed works made for hire under India copyright or applicable laws or equivalent laws of any applicable foreign jurisdiction, and all *Intellectual Property Rights* therein vest automatically in the Employer upon creation of the *Works*. I agree that, to the extent any *Work* is held not to be a work made for hire, I hereby irrevocably assign all *Intellectual Property Rights* in the *Work* to the Employer. Notwithstanding anything contained in Section 19(4) of the Indian Copyright Act, 1957, I agree that such assignment shall continue to be in force for perpetuity irrespective of whether or not the Employer exercises its rights as the assignee for any period of time.

c. I will at all times, even after termination of my *Employment*, do whatever the Employer reasonably requests of me, at the Employer's expense, to document the assignment of any *Works* to the Employer or to assist the Employer in pursuing, renewing, extending or assigning any *Intellectual Property Rights*, and otherwise perfecting, protecting and enforcing said *Intellectual Property Rights* in, any *Works*. I agree that, as between me and the Employer, the Employer shall be the sole author, inventor, and owner of all such *Works* and *Intellectual Property Rights* therein throughout the world, and that the Employer shall have the sole right to seek copyright registrations, patents or trademark registrations, including all extensions and renewals thereof. I also hereby agree that I waive all moral rights in any *Works*.

I also agree to assign all my right, title and interest in and to any particular *Works* to a third party as directed by the Employer.

In the event the Employer is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraphs, I hereby irrevocably designate and appoint the Employer and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and in my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraphs with the same legal force and effect as if executed by me. I hereby waive any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any *Works* assigned hereunder to the Employer.

d. During a 12 month period after termination of my *Employment*, I agree that any *Intellectual Property* I create or conceive that results from and is related to any work assigned to or performed by me for the Employer, or that was created using *Deloitte Property*, is a *Work* that is subject to Paragraph 10 (b) above. For purposes of clarification, the foregoing provision is in addition to, and not in limitation of, any rights and remedies the Employer may have under the applicable laws protecting *Intellectual*

*Property of the Deloitte Entities.*

e. I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Employer) of all *Works* developed by me during the period of my employment with the Employer, which records shall be available to and remain the sole property of the Employer at all times.

**11. Pre-existing Creations; Personal Creations.** My obligations in Paragraph 10 do not apply to *Pre-existing Creations* and *Personal Creations*. I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Creations*. I acknowledge and agree that I will not assert any ownership rights against the *Deloitte Entities*, or their respective clients, with respect to any *Pre-existing Creations* unless they appear on **Exhibit B**, and **Exhibit B** has been accepted and agreed to by an *Authorized Signatory* who has signed at the bottom of such **Exhibit B**. I further agree that I shall not use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment* without the prior written consent of an *Authorized Signatory*. To the extent that I use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment*, I agree that, except as otherwise provided in a written agreement executed by me and the Employer, I hereby grant to the Employer an irrevocable, royalty free, perpetual, fully paid up, transferable, sub-licensable license to use, reproduce, distribute, display, perform, modify and create derivative works of and otherwise exploit such *Pre-existing Creations* or *Personal Creations* for any purpose including, but not limited to, client engagements.

**12. Post- Employment Restrictions re: Clients.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or serving of certain clients related to my work for a *Deloitte Entity* would necessarily involve the unauthorized use or disclosure of *Confidential Information*, and the proprietary relationships and goodwill of the *Deloitte Entities*, and, in the case of my serving of certain clients, could compromise the full compliance of the Employer or another *Deloitte Entity* with the applicable laws, rules and regulations of a U.S. or India regulatory body or other independence-related requirement of a regulatory body. Accordingly, during the period of my *Employment* and for a period of one year thereafter, I will not, directly or indirectly, solicit or provide services to any existing client of a *Deloitte Entity* with which I had personal contact and provided services during the two-year period prior to termination of my *Employment*.

**13. Exceptions to Post- Employment Restrictions re: Clients.** I understand that the obligations of Paragraph 12 will not apply for a period of three (3) years after my start date or the date of my promotion or transfer to clients of a *Deloitte Entity* and/or certain specified kinds of services rendered to such clients that meet all of the following criteria: (a) are personal clients of mine who came to a *Deloitte Entity* solely to avail themselves of certain specified kinds of services rendered by me and only as a result of my own independent recruitment efforts, which a *Deloitte Entity* neither subsidized nor otherwise financially supported as part of a program of client development, (b) are listed on **Exhibit D** expressly by name with respect to client and with sufficient specificity with respect to the kinds of service(s) that I will be permitted to render, and (c) are accepted and agreed to as to their listing on **Exhibit D** by an *Authorized Signatory* who has signed at the bottom of such Exhibit. I agree that after a period of three (3) years from my start date or the date of my promotion or transfer the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on **Exhibit D** to support the application of the obligations of Paragraph 12 to those clients.

**14. Future Employment with Clients.** Except as otherwise provided herein, I understand that I am not prohibited from accepting employment with a client (or an affiliate of such client) of a *Deloitte Entity*. Before entering into substantive discussions with an *Attest Client* regarding any employment opportunity, I acknowledge and agree that during my *Employment* and for five years thereafter I must first notify *Independence* and obtain prior written approval from *Independence*. I acknowledge and understand that it is the intent of the Employer to interpret and apply this provision (a) in an effort to ensure the full compliance of the *Deloitte Entities* with applicable U.S. and India laws, rules, and regulations; (b) to serve the public interest; and (c) to protect the legitimate interests of the *Deloitte Entities* or their respective *Attest Clients* under applicable U.S. or India laws, rules and regulations in a manner that is no greater than is reasonably necessary to protect such interests and without being unduly harsh and oppressive to me and my interests in future employment with an *Attest Client*. Further, I acknowledge and agree that because of, among other things, the importance of the *Deloitte Entities* remaining in compliance with applicable independence rules, such approval may be withheld by *Independence* in the event that my employment with an *Attest Client* would, in the view of Deloitte LLP, be inconsistent with applicable laws, rules and regulations or jeopardize the independence of a *Deloitte Entity* with respect to such *Attest Client*.

**15. Restrictions re: Personnel and Contractors.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or hiring or of any of its *Personnel* or contractors of the *Deloitte Entities*, or my participation in their hiring, admission or retention, would necessarily involve the unauthorized use or disclosure of *Confidential Information* or the proprietary relationships and goodwill of the *Deloitte Entities*. Accordingly, during my *Employment* and for one year thereafter, I will not, directly or indirectly, (a) solicit or attempt to solicit, or participate in the solicitation of or any attempt to solicit any *Personnel* to leave a *Deloitte Entity*, or to join any firm or business with which I may be or become affiliated; (b) participate in the hiring or admission of any *Personnel*; or (c) cause a contractor of a *Deloitte Entity* to cease providing services to, with, or on behalf of the *Deloitte Entity*.

**16. Post- Employment Restrictions re: Deloitte Property.** Upon termination of my *Employment*: (a) I will not use or disclose *Deloitte Property*, including, but not limited to, *Confidential Information* and *Works*, for any purpose; (b) I will not retain or take with me any *Deloitte Property*; (c) I will immediately deliver to a *Deloitte Entity* at any location that it designates, at my expense, within one business day after the termination of my *Employment* or on an alternate date designated by a *Deloitte*

*Entity*, any *Deloitte Property* that I may then or thereafter hold or control; and (d) I agree to allow a *Deloitte Entity* to inspect any of my personal or home computers, including smart phones, tablet computers, or any device, media or location capable of storing electronic data, to determine whether any *Deloitte Property* resides on such computers and to permit a *Deloitte Entity* to remove such *Deloitte Property*.

## OTHER POST- EMPLOYMENT OBLIGATIONS

**17. Transition of Work and Cooperation.** Upon termination of my *Employment* for any reason, I will cooperate with a *Deloitte Entity* in all matters relating to the completion of pending work and its orderly transfer. I will also cooperate fully with a *Deloitte Entity* in connection with any threat of or actual legal proceeding against a *Deloitte Entity* or any client, customer or licensor of a *Deloitte Entity* arising out of any matter with or of which I had contact or knowledge during my *Employment*.

**18. Notification of Post- Employment Obligations.** I agree that prior to accepting employment or affiliation with another firm or business I will advise such firm or business of my duties and obligations under this Employment Agreement. After my *Employment* ends, I agree that a *Deloitte Entity* shall be permitted to advise any firm or business with which I have accepted an offer of employment or affiliation concerning my duties and obligations under this Employment Agreement.

**19. Certification.** I agree that during or after my *Employment* I will, if requested, provide written certification in such form as the Employer may require that I have complied with my obligations hereunder, including, without limitation, those obligations set forth in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15 and 16 of this Agreement.

## OUR ENFORCEMENT RIGHTS AND REMEDIES IN THE EVENT OF A BREACH

**20. Equitable Relief and Attorney's Fees.** I acknowledge and agree that a breach of this Employment Agreement, including, but not limited to, a breach of my duties and obligations under the terms and conditions of Paragraphs 4, 5, 7, 8, 9, 10, 12, 14, 15 or 16 would cause irreparable harm to the *Deloitte Entities* and that, in addition to other remedies, the Employer on behalf of itself or another *Deloitte Entity* is entitled to a temporary restraining order, an injunction or other equitable relief to prevent any such breach. I also acknowledge that, to the extent permitted by law, a *Deloitte Entity* will be entitled to the payment of the *Deloitte Entities'* reasonable costs and attorney's fees incurred in enforcing this Employment Agreement. I also acknowledge that, to the extent permitted by law, the Employer may request that a court extend the one year period following the termination of my *Employment*, as provided in Paragraphs 12 and 15, to correspond with the period that I participated in activities prohibited by Paragraphs 12 and 15.

**21. Liquidated Damages: Client Fees.** I agree that in the event of a breach under Paragraph 12, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

**22. Liquidated Damages: Compensation.** I agree that the precise amount of damages flowing from a breach under Paragraph 15 would be impracticable or extremely difficult to ascertain in an actual amount. Therefore, I agree that in the event of a breach under Paragraph 15, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by or owed to any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

**23. Right of Inspection.** I agree to permit the Employer (or to use my best efforts to enable the Employer) to inspect my books and records (and the books and records of any entity which employs or is associated or affiliated with me), upon request and at reasonable times, to enable the Employer to confirm the calculations described above and to verify compliance with Paragraphs 12 and 15. The Employer shall keep confidential any proprietary information obtained, except as may be necessary or desirable to enable the Employer to enforce its rights under this Employment Agreement and except as may be required by any statute, court or administrative order to decree or government ruling or regulation.



**MISCELLANEOUS**

**24. Governing Law; Choice of Forum.** This Employment Agreement is deemed to have been executed in the Employer's office in **Hyderabad, Telangana, India** and will be construed and governed in accordance with the laws of the Republic of India without regard to its conflicts-of-law principles. You agree to submit to jurisdiction before any court of record in which the Employer's office to which you were assigned is located, or in which a breach of this Employment Agreement may occur, at the election of the Employer, and you waive any right to raise questions of personal jurisdiction or venue in any action the Employer may bring against you in any such court. You further agree to accept service of process/summons/legal notice from the Employer when that process/summons/legal notice is either sent to your last known address by certified mail or served by any other means permitted under the law of the jurisdiction in which the Employer may bring an action against you.

**25. Modifications.** My obligations hereunder may not be changed or modified, released, discharged, abandoned or terminated, in whole or in part, except by an instrument in writing signed by an *Authorized Signatory*.

**26. Severability.** Every provision of this Employment Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such term or provision will be enforced to the maximum extent permitted by law and, in any event, such illegality or invalidity shall not affect the validity of the remainder of the Employment Agreement.

**27. Blue-Penciling.** If any court determines that any provision of this Employment Agreement, or any part hereof, or the application of any such provision, or any part hereof, to any person or circumstance is unenforceable or void, such court shall have the power to modify such provision, or any part hereof, to the extent necessary to render it legal and enforceable while preserving its intent, or if such modification is not possible, by substituting therefore another provision that is legal and enforceable and that achieves the same objective.

**28. Waiver.** None of my obligations under this Employment Agreement shall be deemed to have been waived by the Employer except if the giving of such waiver is contained in a written notice given to me and no such waiver shall be deemed to be a waiver of any other or further obligation I have under this Employment Agreement.

**29. Entire Agreement.** This Employment Agreement, the Employer's employment application, the Terms and Conditions of Service issued pursuant to the offer of employment and any documentation employing me or transferring me to the Employer, contain the entire understanding between me and the Employer or any other *Deloitte Entity* with respect to the subject matter hereof and supersedes all prior representations, warranties, and agreements with respect to such subject matter, and no representations, warranties or other covenants exist with respect to such subject matter that are not contained or expressly referred to herein. Notwithstanding the foregoing, any written agreement between a *Deloitte Entity* and me with respect to the subject matter hereof that was signed by me prior to the effective date of this Employment Agreement shall remain valid and enforceable according to the terms of such agreement with respect to all acts and omissions occurring prior to the effective date of this Employment Agreement. In the event of a conflict between this Employment Agreement and the employment application or any other document purporting to set forth terms and conditions of my *Employment*, this Employment Agreement will control.

**30. Transfer and Assignment.** Unless as the Employer shall otherwise determine, the rights, obligations and benefits of the Employer under this Employment Agreement, including but not limited to those rights and benefits relating to my post-Employment obligations set forth in this Paragraph 30 and in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19 and 23 above, are transferred and assigned, in whole or in part (as the Employer shall determine) and without the need for my consent or the formality of documentation or prescribed processes, to (a) any *Deloitte Entity* in connection with my transfer to that *Deloitte Entity* or (b) any entity that acquires all or a part of the assets or business of the Employer. All provisions of this Employment Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, representatives, successors, and assigns of the Employer and me, and any *Deloitte Entity* to which I may be transferred during my *Employment*, provided, however, none of my duties or obligations under this Employment Agreement may be assigned or transferred by me to any other person or entity without the Employer's prior written approval of such assignment or transfer. Any purported assignments in violation of this Paragraph 30 shall be null and void.

**31. Headings.** The headings contained in this Employment Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Employment Agreement.

I have read the foregoing, understand it, and agree to comply with its terms.

**For Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
6718FF75DA89400...

Pooja Madhani

**Talent**

**Authorized Signatory**

Effective as of , I accept all the terms and conditions of the Employer as stipulated in this Employment Agreement.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

**EXHIBIT A**

The definitions below apply to the italicized terms that appear in the Employment Agreement (including the exhibits):

**Attest Client** – attest client (or an affiliate of such client) of Deloitte & Touche LLP or a *Deloitte Entity*.

**Authorized Signatory** – a director, officer or other person who is authorized to sign on behalf of a *Deloitte Entity*.

**Confidential Information** – any information not generally known to the public, in any *Form*, that (1) relates to the operation of a *Deloitte Entity* or provides the *Deloitte Entities* with a competitive advantage, (2) consists of Personally Identifiable Information (*PII*) or other personal information about *Personnel*, client and other third party personnel, independent contractors, subcontractors, agents, vendors, suppliers or others which the Employer or another *Deloitte Entity* receives in the course of business, and (3) all other information entrusted to the Employer or another *Deloitte Entity* by clients and other third parties. *Confidential Information* includes, but is not limited to, *Intellectual Property*, supplier information, designs, business or marketing plans, forecasts and financial information, tax returns, tax identification numbers, agreements, client or prospective client lists, specific information about clients or prospective clients such as preferences for specific products and services, client or prospective client needs based on financial history and past purchases of services, client or prospective client development plans, specific rates charged to a client or offered to a prospective client and other business or client records. *Confidential Information* also includes, but is not limited to, debit or credit card information, employment applications, organization charts, performance ratings and other personnel records.

**Deloitte Entity** – the Employer, Deloitte LLP, and any corporation, company, partnership, limited liability company or other entity (a) that (i) is owned, directly or indirectly, in whole or in part, by Deloitte LLP (the “Deloitte U.S. Firms”), including but not limited to Deloitte LLP subsidiaries in India, the Deloitte Touche Tohmatsu verein, Deloitte Global Services Limited, Deloitte Global Services Holdings Limited, Deloitte Touche Tohmatsu Limited (“DTTL”) or any member firm of DTTL or affiliate thereof (collectively, the “DTTL Member Firms”) or (ii) controls, is controlled by or is under common control with any of the entities listed in clause (i); or (b) in which any *Personnel* participated on its behalf, or carried out any duties with respect to its affairs. For purposes of this Employment Agreement, the term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract, or otherwise.

**Deloitte Property** – *Confidential Information*, *Systems*, equipment, debit and credit cards issued in connection with my *Employment*, furniture, facilities and any and all other materials owned, licensed or leased by a *Deloitte Entity*, including, without limitation, computerized or electronic information and all copies thereof in any form or media, created by, furnished to, obtained by or prepared by me in the course of my employment in any capacity.

**Deloitte India (Offices of the US)** - The following companies shall be deemed to be the affiliates of each other and are collectively referred to as Deloitte India (Offices of the US): (i) Deloitte Consulting India Private Limited (ii) Deloitte Tax Services India Private Limited (iii) Deloitte Support Services India Private Limited (iv) Deloitte Financial Advisory Services India Private Limited and (v) Deloitte & Touche Assurance & Enterprise Risk Services India Private Limited.

**Electronic Communications** – all text, audio, video, images, information, data, files and attachments created, displayed, sent, received, posted, accessed or stored, whether deleted or not, by means of the *Systems*.

**Employment** – the nature of my relationship with the Employer or a *Deloitte Entity* pursuant to this Employment Agreement. Alternatively, and depending on context, *Employment* is the period of time during which this relationship persists.

**Form** - paper, computer disc, USB drive, website; any other tangible or electronic medium by which information may be stored or accessed; and human memory.

**Independence** – National Office (Independence) of Deloitte LLP.

**Intellectual Property** - works of authorship (including, without limitation, books, articles, data compilations, software and other copyrightable materials), materials, patents, inventions, designs, techniques, methodologies, processes, discoveries, know-how, ideas, trade secrets, moral rights, trademarks and other indicia of origin together with the goodwill therein, and all patent applications, copyright and trademark applications and registrations, and extensions and renewals thereof, throughout the world.

**Intellectual Property Rights** – all rights, title and interest in Intellectual Property.

**PCAOB** – the United States Public Company Accounting Oversight Board.

**Personal Creations** – *Intellectual Property* that meet all of the following criteria: (1) it is conceived, developed, and created by me on my own time without using *Deloitte Property* or *Personnel* (during work hours), facilities, *Confidential Information* or *Works* of a *Deloitte Entity*, (2) it is unrelated to the actual or reasonably anticipated business or research and development of a

*Deloitte Entity*, and (3) it does not result from any work performed by me and the *Personnel* (during work hours) for a *Deloitte Entity*.

**Personnel** – partners, principals, members, officers and employees of a *Deloitte Entity*.

**PII** – information (excluding business contact information such as an individual's name and one or more of the following: organization name, organizational title, organizational role, business address, business telephone number (including business cell phone number and business email address) relating to an identified or identifiable natural person. An identifiable natural person is a natural person who can be identified, directly or indirectly, by reference to an identification number or factors specific to his or her physical, physiological, mental, economic, cultural or social identity. Set forth below is a non-exclusive list of information that constitutes PII when such information relates to an identified or identifiable natural person:

- Account number (bank account, credit card, etc.)
- Address
- Biometric identifier
- Certificate or license number
- Date of birth
- Government identifiers (such as PAN)
- Name\*
- Personnel Number
- Photograph or video identifiable to an individual
- Vehicle identifier or serial number
- Other information related to an individual that may directly or indirectly identify that individual (e.g., salary, performance rating, purchase history, call history, etc.)

\* Note: When an individual's name is used with PII that is not business contact information, it is included in the definition of PII.

**Pre-existing Agreements or Arrangements** – agreements or arrangements that (1) relate to any *Pre-existing Creations*; or (2) may affect my ability to comply with the requirements of this Employment Agreement, including all contractual and other restrictions or obligations with other parties, including any post-employment restrictions and required notifications to the extent applicable under 18 United States Code §207, CFR 3.104-4, and India laws, rules and regulations that may or will impose limitations on my professional activities during my *Employment* (such as any non-compete agreements with prior employers and the one-year ban on lobbying contacts).

**Pre-existing Creations** – any *Intellectual Property* and *Intellectual Property Rights* that were developed or created by me, alone or with others, or otherwise acquired by me, before the period of my employment in any capacity with the Employer, in which I claim any ownership or right.

**Proceedings** – past or pending (1) actual or threatened claims or complaints of, or arising out of service to, present or former clients, (2) regulatory, self-regulatory, disciplinary, administrative, civil or criminal investigations, inquiries, charges, complaints, actions, sanctions, alternative dispute resolution proceedings, other proceedings or matters (other than criminal proceedings which relate solely to the operation of a motor vehicle) of any kind or nature, in India or any other jurisdiction, against me, including criminal proceedings arising out of my provision of professional services, proceedings brought by a professional association, or proceedings involving the Securities and Exchange Board of India, United States Securities and Exchange Commission or the PCAOB, other professional bodies like the Institute of Chartered Accountants of India or (3) matters of any kind or nature which could adversely affect my association with the Employer or my ability to perform my duties or responsibilities to the Employer, whether set forth in this Employment Agreement or otherwise, or my registration with or licensure by any governmental, quasi-governmental, or other regulatory agency, body or entity, in or outside the United States or India.

**Systems** – the communications systems or any part of such systems that a *Deloitte Entity* owns, licenses or operates and approves for use, including, but not limited to, e-mail, text messaging, Lotus Notes, Deloitte Online (eRoom), instant messaging, local area network, wide area network, Intranet (e.g., DeloitteNet, D Street), Internet, extranet, collaborative tools (e.g., blogs, wikis, etc.), laptop and desktop computers, servers, air cards, Personal Digital Assistants, cell phones, telephones and voicemail.

**Works** – all *Intellectual Property*, in any *Form*, created by me, alone or with others, during the period of my *Employment* that (1) is created within the scope of my *Employment*; (2) relates in any manner to the actual or anticipated business, research, or development of a *Deloitte Entity*; (3) results from any work assigned to or performed by me, alone or with others, for the Employer; or (4) is created with the use of *Deloitte Property*.

**EXHIBIT B****Pre-existing Creations; Pre-existing Agreements or Arrangements**

I understand and agree that the Employer makes no attempt to verify my claim of ownership to any of the *Pre-existing Creations* listed, and makes no admission that any *Pre-existing Creations* listed are owned by me.

[If yes, please enter details below]

Yes, I do have *Pre-existing Creations*, *Pre-existing Agreements or Arrangements*

No, I do not have *Pre-existing Creations*, *Pre-existing Agreements or Arrangements*

<b><u>Title</u></b>	<b><u>Date</u></b>	<b><u>Brief Description</u></b>
---------------------	--------------------	---------------------------------

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Print)

ACCEPTED AND AGREED TO:

**Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
6718FF75DA89400...

Pooja Madnani

**Talent**

Its: *Authorized Signatory*

\_\_\_\_\_  
Date

An *Authorized Signatory's* signature is required only if *Pre-existing Creations* or *Pre-existing Agreements* or *Arrangements* are listed pursuant to Paragraphs 2 and 11 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment made in light of Paragraph 2 that *Pre-existing Creations*, if any, are described and explained in sufficient detail so that the likelihood of confusion between the employee's *Pre-existing Creations* and the *Intellectual Property* of a *Deloitte Entity* can be avoided or minimized in the future and further indicates that the *Pre-existing Agreements* or *Arrangements* have been obtained and reviewed and that the *Authorized Signatory* is satisfied that such *Pre-existing Agreements* or *Arrangements* will not interfere with the employee's ability to comply with the requirements of this Employment Agreement.

**EXHIBIT C**

**Proceedings**

[none, unless otherwise specified]

Yes, I do have *Proceedings* to report

No, I do not have *Proceedings* to report

My signature below certifies that to the best of my knowledge, the information I have provided above, pursuant to Paragraph 3, is complete and accurate.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

**EXHIBIT D**

**Exceptions to Post-Employment Restrictions: re: Clients**

[none, unless otherwise specified]

As specified in Paragraph 13, I agree that after a period of three (3) years from my start date or the date of my employment, as the case may be, the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on Exhibit D to support the application of the obligations of Paragraph 12 to those clients.

Yes, I do have  
Post-Employment Restrictions  
re: Clients

No, I do not have  
Post-Employment Restrictions  
re: Clients

<u>Name of Client</u>	<u>Specified Kind of Services(s) Permitted</u>
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ACCEPTED AND AGREED TO:

**Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
6718FF75DA89400...

Pooja Madnani

**Talent**

Its:     Authorized Signatory	_____
	Date

I have read and understood the above policy terms.

_____	_____	_____
Signature	Name	Date

A n *Authorized Signatory's* signature is required only if information is provided pursuant to Paragraph 13 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment that criteria in Paragraph 13 have been fully satisfied, the clients listed have been properly identified, and the kinds of services permitted have been described with sufficient specificity.

## Terms and Conditions of Service

In continuation to our offer of employment with **Deloitte Tax Services India Private Limited** (the "Employer"), please note the terms and conditions of service.

The italicized terms in these Terms and Conditions of Service are defined in **Exhibit A** of the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement hereto.

### Terms of Service

#### 1. COMPLIANCE WITH INDEPENDENCE, ETHICS AND OTHER REQUIREMENTS

Deloitte & Touche LLP performs attest services for certain of its clients and is subject to the independence requirements of, among others, the United States Securities and Exchange Commission (SEC), the United States Public Company Accounting Oversight Board (PCAOB), and the American Institute of Certified Public Accountants (AICPA). These requirements mandate that certain of the Employer's employees and their relatives be independent of some or all of such attest clients and their affiliates in accordance with the policies of Deloitte LLP and its subsidiaries (the "Deloitte US Entities").

Upon joining the Employer, you will be asked to review a listing of the attest clients and the affiliates of such clients of certain of the Deloitte US Entities and disclose relationships or financial holdings that you or your relatives may have that could affect the independence of the Deloitte US Entities. Any relationships or holdings that conflict with, among other things, the requirements of the SEC, the PCAOB or the AICPA or the independence or ethics policies of the Deloitte US Entities will need to be resolved immediately. Further, you will be required to comply with these policies throughout your career with the Employer, including, when applicable, maintaining a current list of certain of your financial interests (but not their value) in the independence tracking system.

As a condition to your joining the Employer and continued employment, you are required to complete a representation regarding your understanding of, and compliance with, independence and other matters, on a periodical basis (as requested beginning on or prior to the date of you joining the Employer, annually thereafter, and upon certain changes in your role in the Employer), the details of which are provided in the independence representation. An example copy of this representation form is available for your reference on [www.deloittenet.com](http://www.deloittenet.com). The representation should be made to the best of your knowledge and ability. It is your responsibility to consult on any matter should you be uncertain or have a question. You are also requested to refer to [www.deloittenet.com](http://www.deloittenet.com) and *Independence* for more information in this respect. The representations made by you will be subject to an audit and may be reviewed by Deloitte LLP representatives and shared with certain third parties. If you are selected for such an audit, you will need to submit certain personal financial records to Deloitte LLP's internal audit team. Please be assured that Deloitte LLP fully intends to keep all information obtained through the audit process confidential and secure. You hereby give your consent to Deloitte LLP to use the information provided by you for such purposes as provided in the policies regarding independence and ethics.

In the event you (i) do not cooperate or comply with the independence requirements, or (ii) do not complete the necessary representations, or (iii) make inaccurate representation(s); you may be subject to disciplinary action including and up to termination of employment with the Employer.

Please feel free to contact or consult *Independence* should you require any further information or if you have any specific concerns in this respect.

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#### 2. NON DISCLOSURE, NON SOLICIT AND INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AGREEMENT ("Employment Agreement")

You will be expected to sign the Employer's Employment Agreement. Please contact Talent for further details.

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#### 3. HARRASSMENT POLICY

**Administrative Policy Release ("APR") 213** is the Employer's policy prohibiting harassment. Deloitte LLP's subsidiaries located in India ("Deloitte India (Offices of the US)") are committed to providing a working environment that is free from harassment based on caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis, in accordance with applicable Indian central, state or local law. Expressly forbidden are unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Depending on the circumstances, such harassment may also include conduct such as stereotyped or demeaning remarks or gestures or the display or circulation, whether in writing or electronically, of materials or pictures offensive to persons because of their caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis in accordance with applicable Indian central, state or local law. The full policy will be accessible to you on DeloitteNet after joining Deloitte U.S. India.



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#### 4. WORKING HOURS, HOLIDAYS, LEAVES AND MATERNITY BENEFITS

You will be provided with your standard working hours, which may vary over the course of your career. The Employer may, from time to time, subject to applicable laws, require the employee to work beyond these hours.

You shall be entitled to paid holidays and leave as per the Employer's policies.

Women employees are eligible for maternity benefits as per the recent amendments (2017) in the maternity benefit act, 1961, including having 26 weeks of maternity leave with pay, as applicable.

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#### 5. RETIREMENT AGE

The age of retirement for employees of Deloitte India (Offices of the US) is 60 years. Your employment will therefore automatically terminate at the end of the month in which you attain 60 years.

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#### 6. TRANSFERS

You may be transferred, assigned, or asked to attend training at the offices of a Deloitte Entity or its clients or third parties in India or abroad with or without additional compensation. In such an event, you will also be governed by the terms and conditions of service applicable to the transfer, assignment, or training.

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#### 7. NOTICE PERIOD FOR TERMINATION OF SERVICES

The notice period for termination of your services is **60 Days** by either side and/or salary in lieu of notice period on part of the Employer only.

The Employer expects all employees to maintain the highest standards of professional conduct at all times.

In order to assure orderly operations and provide the best possible work environment, the Employer expects you to follow rules of conduct that will protect the interests and safety of all personnel, including but not limited to the Code of Ethics and Professional Conduct.

In the event of any breach of the Code of Ethics and Professional Conduct, non-performance of a contractual obligation or the terms and conditions laid down in this Annexure, or if you engage in any misconduct whether or not in connection with or affecting the business or affairs of the Employer or the work conduct, as specified by Employer, you will be subject to disciplinary action up to and including termination of your services/ employment with the Employer without any notice or payment in lieu of notice notwithstanding any other terms and conditions stipulated herein.

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#### 8. MISCONDUCT

Misconduct may include but is not limited to:

- Irregular attendance: repeated or excessive absence, tardiness or early departures/ late comings without approval.
- Unreported or unapproved absence (including overstay of leave) for more than five consecutive days or deviation from assigned and accepted schedule for more than five days.
- Falsification or manipulation in background verification process or employment records, employment information, or other records prior to or after joining the Employer.
- Falsification or manipulation of Deloitte Time & Expense (DTE).
- Knowingly providing false statements, either verbally or in written form.
- Neglect of normal duties and functions.
- Practices such as reading personal materials during working time, having obscene or inappropriate posters or screen savers at your work station, playing games at your work station, etc.
- Continued discharge of work functions that do not meet the standards reasonably expected.
- Breach of the confidentiality provision in the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement including disclosing to any unauthorized person any *Confidential Information* or *PII*.
- Willful insubordination or disobedience, whether or not in combination with another, of any lawful and reasonable instructions of any member of management or any authorised person.
- Engaging in unapproved outside employment and activities as defined in APR 218 (US & IND)

([https://deloittenet.deloitte.com/About/Policies/Admin/Pages/218\\_OutsideEmploymentActivities\\_US.aspx](https://deloittenet.deloitte.com/About/Policies/Admin/Pages/218_OutsideEmploymentActivities_US.aspx)).

- Installing, downloading, copying or duplicating any unauthorized or unlicensed software, programs, games, or attachments on any computer system of the Employer or of any *Deloitte Entity* or its clients.
- Engaging in any illegal activities.
- Workplace violence, including threats of physical violence.
- Corporate credit card delinquencies.
- Causing damage to the property of the Employer, any *Deloitte Entity*, its clients, or their respective personnel
- Going on or abetting a strike in contravention of any law.
- Theft of any property belonging to another, the Employer or any *Deloitte Entity*, or their respective personnel, clients, or visitors
- Possession of firearms, explosives, knives or any instruments that can be used as an injurious or deadly weapon in the workplace or at any *Deloitte Entity* sponsored event.
- Corruption, fraud, or misappropriation of funds.
- Failure to comply with the policies, guidelines, rules and regulations of the Employer or a *Deloitte Entity* as applicable.
- Excessive personal use of the Employer's telephone, fax or computer systems.
- Failure to adhere to applicable laws.
- Any act prejudicial to or in conflict with the interests of the Employer or a *Deloitte Entity*.

The above terms and conditions are based on, and should be read in conjunction with, the Employer's policies, guidelines, procedures and other rules currently applicable, including but not limited to Administrative Policy Releases (APRs) and Deloitte India (Offices of the US)'s other policies, guidelines, rules, and regulations. The above rules are subject to amendments from time to time and the amended rules, policies, procedures, and guidelines would be posted on the Employer's Intranet site i.e. <https://deloittenet.deloitte.com/Pages/Home.aspx> for employee reference. The policies will be updated from time to time in the future and we deem to have your consent to any and all such changes. Furthermore, upon acceptance of employment with the Employer, you may be requested to read and acknowledge acceptance of various policies and guidelines of the Employer. It is expected that you will read and acknowledge all such communications.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name



### Training Agreement

On behalf of **Deloitte Tax Services India Private Limited**, please accept our congratulations on your recent offer of employment to join the Company as **Tax Consultant I** pursuant to the terms and conditions of your offer letter dated **August 26, 2024**. You made a very favorable impression with everyone you met and we are excited about the possibility of you joining the Company.

As you may be aware, as a condition of employment with the Company, you may be required to travel Overseas to attend a series of training sessions for a period of up to 90 days. This training will be a combination of classroom procedural training as well as on-site training to observe employees conducting similar work at various client locations. This training represents the confidence we have in your ability to be a valuable member of the practice of the Company.

As per Company policy, we kindly bring to your attention that all employees attending training overseas are required to sign a Training Agreement which will obligate the employee to repay a calculated amount of the costs associated with the training, only if the employee resigns his/her position or are terminated for cause within a specified period after completion of the training (usually between 6 to 18 months). This repayment obligation disappears after the specified period of time has lapsed. We all look forward to seeing you again soon and having you join our team of outstanding professionals.

Sincerely,

For **Deloitte Tax Services India Private Limited**

DocuSigned by:

*Pooja Madhani*

6718FF75DA89400...

By:

Signature

**Authorized Signatory**

**Deloitte Tax Services India Private Limited****Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District, CIRCLE 3, Hyderabad - 500032, Telangana, India****Tel: +91 040 67621000**  
**www.deloitte.com****Subject: Offer of Employment****Dear PRAJWAL S DAVE**

On behalf of **Deloitte Tax Services India Private Limited** (the "Employer" or "Company"), I am pleased to confirm our offer of employment to you as **Tax Consultant I** based in **Hyderabad**.

We extend this offer, and the opportunity it represents, with great confidence in your abilities. You have made a very favorable impression with everyone you met and we are excited with the prospect of you joining our organization on **OCT 12, 2022**.

Your immediate manager will communicate details of your role and work responsibilities in the initial weeks of your joining the Employer. During your employment, the Company may require you to work on any project that you are assigned to, on any technical platforms/skills and nature of the project, in differentiated work timing, at designated work space and location as may be decided by the company.

As part of your annual compensation, you will receive a Total Salary of **760000** and, will be eligible for a performance linked variable bonus. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount could vary depending upon the business and individual performance each fiscal year and, in some situations, could exceed the payout range indicated. Any amounts paid will be subject to statutory and other deductions as per Employer policies and practices. The details of your compensation breakdown are provided in the attached Annexure A.

As an incentive to join the Company, you are eligible to receive a joining bonus of **Rs./₹ 100,000/-** subject to your reporting for full-time employment on **OCT 12, 2022**.

. This amount will attract applicable taxes and will be processed as part of your first month's payroll. You will have an obligation to repay the entire amount of your joining bonus if you resign your position or are terminated for cause by the Company within **12 months** of your start date.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

Your employment with us will be governed by the Terms and Conditions as detailed in **Annexure B**, as well as any and all rules, regulations, guidelines, policies and practices of the Employer, which may be amended from time to time. Deloitte LLP and its U.S.-based subsidiaries (the "Deloitte U.S. Firms") requires their employees to make the necessary representations regarding independence and other matters. Because the Employer is an Indian subsidiary of Deloitte LLP, we must also comply with these independence requirements. Accordingly, this offer is conditional upon you agreeing to make such representations under the Employer's Independence Representations requirements, as further explained in **Annexure B**.

Your compensation details are confidential, and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization. We would like you to join the Employer on, or an alternative mutually agreed upon date.

This offer letter, together with the Annexures described herein, and the Non-Disclosure, Non Solicit and Intellectual Property Rights Assignment Agreement, the Information Security Policy (which you are required to sign upon joining), constitute the entire agreement between the parties with respect to the subject matter of this offer, and supersedes all other previous or contemporaneous oral or written representations, understandings or agreements relating to the subject matter of this offer between you and the Employer or its affiliates.

In compliance with applicable laws, Deloitte India (Offices of the US) provides its professionals with home pick-up and drop transport services within **pre-defined** boundary if their shift timings are between 8:30 p.m. - 6:00 a.m. in Hyderabad, 9:00 p.m. - 6:00 a.m. in Mumbai, Pune; 7:00 p.m. - 6:00 a.m. in Gurugram, 8:00 p.m. - 6:00 a.m. in Bengaluru, Chennai, and Kolkata.

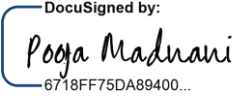
This letter and **Deloitte Tax Services India Private Limited** employment application are intended to be final. To accept the offer and the terms of this letter, please sign below in the space provided within three business days.

everyone you have interviewed with joins me in extending to you congratulations and warm regards. We look forward to you joining our team.

Sincerely,

**For Deloitte Tax Services India Private Limited**

Best regards,

By:   
Signature

**Authorized Signatory**

**Acceptance**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Annexure A****Tax Consultant I -**

<b>Description</b>	<b>Monthly</b> (Rs. per month)	<b>Annual</b> (Rs. per Annum)
Basic Pay	<b>17,500</b>	<b>210,000</b>
House Rent Allowance (HRA)	<b>8,750</b>	<b>105,000</b>
Special Allowance <sup>1a &amp; 1b</sup>	<b>11,867</b>	<b>142,404</b>
Leave Travel Allowance <sup>2</sup>	<b>1,750</b>	<b>21,000</b>
Differential Allowance	<b>5,833</b>	<b>69,996</b>
Meal Card <sup>3</sup>	<b>2,200</b>	<b>26,400</b>
Employer's contribution to PF	<b>2,100</b>	<b>25,200</b>
<b>Total Salary (in Rs.)</b>	<b>50,000</b>	<b>600,000</b>
Variable Bonus*	You are eligible for a performance linked variable bonus. It will be paid out at the end of the fiscal year, as applicable and on the basis of your individual performance and performance of the business	
Medical Insurance Premium <sup>4</sup>	<b>3,014</b>	<b>36,167</b>

\*The Variable Bonus will vary, primarily based on your individual performance and the performance of the business, during the Employer's fiscal year which is June through May. Your performance will be formally assessed as a part of the Employer Performance Review Cycle Process. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount will vary depending upon the business and individual performance and in some circumstances, could exceed the payout range indicated. The performance of all the employees who have joined the Employer prior to March 1st will be assessed for the fiscal year ending in May. The disbursement of a Variable Bonus, if applicable, is subject to you being active on the rolls of the Employer, during the Annual Incentive Program payout cycle for the fiscal year. For employees joining during the period March 1st to May 30th, a prorated Variable Bonus, if applicable, will be based on the first year-end review ratings in the subsequent year and paid during the Annual Incentive Program payout cycle of that year. The Variable Bonus will not be paid in the event of termination of employment for any reason on or before the disbursement time. The application and interpretation of, and any determinations related to, the Variable Bonus is at the sole discretion of Employer. Employer may amend or terminate the Variable Bonus at any time. All compensation and benefits are based on employee's position with the Employer in India.

Contd/-....

Annexure A

<sup>1</sup>All employees may claim tax exemption, subject to tax rules from time to time, from their Special Allowance component, expenses incurred towards communication and Driver / Fuel & Maintenance Expenses as per eligibility mentioned below:

**Employee Level -  
Tax Consultant I**

<sup>1a</sup>Communication Expenses

<sup>1b</sup>Fuel Expenses

*Only one Post paid mobile, one Land Phone  
and One internet connection bill(s) can be  
claimed.*

*Petrol / Driver / Insurance / Repairs &  
Maintenance*

**Rs./₹ 3,000/-** per month

**Rs./₹ 7,500/-** per month

<sup>1a</sup> The internet/telephone/mobile bills should be in the Employee's name.

<sup>1b</sup> For claiming vehicle running expenses (Driver / Fuel / Repairs & Maintenance expenses) the vehicle has to be in the name of the Employee and the current tax rules are as under. The above limits will be applicable for all those who are on company car lease program and the below limits will apply for all those who are on self-owned car. In case of company leased car, taxability would be as per the current perquisite valuation rules.

Nature of Expenses	Own Vehicle –Maximum Tax exemption limit per month		
	4 Wheelers (Engine Capacity)		
	<= 1600 cc	> 1600 cc	Two Wheelers
Fuel & Maintenance	Rs. 1,800	Rs. 2,400	Rs. 900
Driver's Salary	Rs. 900	Rs. 900	Not applicable

All employees at and above **Senior Staff** are eligible for the company car lease program. If you choose to avail of this benefit, the amount towards lease rental will be paid by the firm on your behalf to the leasing company and your compensation structure will be adjusted accordingly. A revised letter with the new compensation structure will be issued that will supersede this letter for all practical purposes.

<sup>2</sup> The Leave Travel Allowance (LTA) will be paid on a monthly basis as an allowance with tax deducted at source. If you choose to avail the tax benefit on LTA, you should submit proof of expenses incurred by you for Self and / your immediate dependents. The taxability or otherwise of LTA will be as per the Income Tax Act 1961, details of which will form part of the LTA Form.

<sup>3</sup> Meal Card amount will be credited at the start of each month and for the first month (For New Hires) prorated amount will be processed as part of payroll. If not collected, it will be processed as a taxable amount with the salary.

<sup>4</sup> Annual Floating Medical Insurance Coverage for self and **6 dependents** is being paid by the Employer on your behalf. The premium amount is subject to change every year post renewal of insurance policy. In case you opt for an enhancement of the coverage limit, the additional premium will be adjusted accordingly from the special allowance.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

You may also be eligible to either a One-time Stipend or a temporary lodging basis joining the registered office location, you will receive a survey from Deloitte prior to your joining.

You may select the best option for availing the relocation assistance. If an employee who has availed this reimbursement decides to quit within 18 months from the date of relocation claim for whatever reason, the relocation reimbursement paid to the employee will be recovered in full, from the employee's full and final settlement.

By joining the Company, you will become a member under the 'Deloitte USI Employees Welfare Trust' and may be required to make a nominal contribution as a member.

Original bills towards the above components should be submitted during the Income Tax fiscal period evidencing the expenditure to get Income Tax exemption, failing which the same will attract applicable Income Tax.

Submission of false, tampered or altered bills as proof of expense for any of the above components will result in disciplinary action including termination of employment.

**Your compensation above is subject to income tax deduction per rules and guidelines prescribed under the prevailing tax laws. This may change from time to time in line with the amendments done in tax laws.**



## Annexure B

### **Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement ("Employment Agreement")**

In consideration of my employment by **Deloitte Tax Services India Private Limited**, an Employer incorporated under the provisions of the Companies Act, 1956 and having its registered office **Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District, CIRCLE 3, Hyderabad - 500032, Telangana, India** (the "Employer") as **Tax Consultant I** - and other valuable consideration, I acknowledge and agree that:

#### **PRELIMINARY MATTERS**

**1. Defined Terms.** The italicized terms in this agreement (the "Employment Agreement") are defined in **Exhibit A** hereto.

**2. Pre-existing Agreements or Arrangements.** I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Agreements or Arrangements*. The Employer expects me to abide by all restrictions or obligations that are contained in such Pre-existing Agreements or Arrangements and to avoid involvement, while employed by the Employer, in any matter that could pose a conflict as a result of confidential information or intellectual property obtained by me prior to my *Employment*. I further represent that none of these restrictions or obligations, including those set forth in any non-compete agreements with prior employers, is inconsistent with my acceptance of the Employer's offer of *Employment* or my becoming, and serving as, **Tax Consultant I** of the Employer. To the extent applicable and if I am joining the Employer after having served as an employee or official of the United States Government, I further represent that: (1) I have disclosed my prior participation, if any, in any discussions or negotiations with, or decisions to award contracts to, the Deloitte U.S. Firms while I was employed by the United States Government; and (2) I had either recused myself or had not played an active role in the applicable United States Government agency's decision to award any contracts to the Deloitte U.S. Firms while I was employed by the United States Government.

#### **PROTECTION OF OUR BUSINESS**

**3. Reporting of Proceedings.** Except as provided by law and except as I have disclosed in writing on **Exhibit C** to this Agreement, I represent and warrant that I have no *Proceedings* to report. Should I become a subject of any *Proceedings* during my association with the Employer, I agree to immediately report, in writing, all relevant facts to the Chief Talent Officer of Deloitte LLP, the Regional Talent Director of the Employer, and the Chief Ethics and Compliance Officer of Deloitte LLP. I understand that my responses are subject to audit and review by the Employer and others in accordance with applicable professional, ethical, legal, or Employer requirements, rules, regulations, policies, or practices, or other requests.

**4. Confidentiality.** I acknowledge that, by virtue of my *Employment*, I will acquire and be exposed to, have access to, make use of and/or create *Confidential Information*. Therefore, I agree to hold in trust and confidence all such *Confidential Information*. I will neither disclose any such *Confidential Information* to anyone outside a *Deloitte Entity* without the prior written approval of an *Authorized Signatory*, except as required by my authorized duties for the Employer, nor use any such *Confidential Information* for any purpose other than for the benefit of a *Deloitte Entity*.

**5. Third Party Information and Property.** I agree that during my *Employment*, I shall not use or disclose any confidential information or intellectual property of any former employer or other person or entity without the prior written authorization of such employer, person or entity and the prior written consent of an *Authorized Signatory*. If I were to use or disclose any such Confidential Information or Intellectual Property without prior consent, and any of the *Deloitte Entities* become the subject of any claim from a third party regarding such unauthorized use or disclosure, I agree to hold harmless and indemnify the *Deloitte Entities* for any legal defense costs and/or damages related to any such claim.

**6. Authorization.** Only employees of the Employer holding a senior or managerial position with the Employer will be authorized by a specific authorization, delegation, or power of attorney to sign legal documents, representing the Employer. Similarly, only such authorized employees of the Employer may speak about the Employer, the business and plans, various client-related projects etc.

**7. Competing Activities and Conflict of Interest.** During the period of my *Employment* I will not, directly or indirectly, participate in or in any way render services or assistance to any business that is or may be competitive with a *Deloitte Entity*, whether or not for compensation, or engage in any conduct which might result in, or create the appearance of using my position for private gain or other than for the benefit of a *Deloitte Entity*, or otherwise create a conflict, or the appearance of a conflict, of interest with a *Deloitte Entity*. Such conduct shall include, but not be limited to, having an undisclosed financial interest in any vendor or supplier of a *Deloitte Entity*, accepting payments of any kind or gifts other than of a nominal value from vendors, clients or suppliers, or having an undisclosed relationship with a family member or other individual who is employed or



associated with any entity in active or potential competition with a *Deloitte Entity*, and which creates a conflict of interest. I represent and warrant that I am not currently aware of any present or past violation of this provision.

**8. Authorization to Access Systems and Electronic Communications and use of Deloitte Property.** I understand that while employed with a *Deloitte Entity*, I will use and have access to the Systems. I also acknowledge that a *Deloitte Entity* has the right at any time to access, retrieve, delete, monitor, examine, use and/or disclose my Electronic Communications and information from (or about) me and the content, without notice to me, and that such *Electronic Communications* are considered part of a *Deloitte Entity's* business and client records and are not to be considered private or personal to me or any other *Personnel*. I further acknowledge that this right extends to *Electronic Communications* transmitted for either a business or personal purpose.

I agree that I am authorized to access the *Systems* only for approved business purposes and occasional personal use if such use does not interfere with my work responsibilities and other required business activities, business operations, or *Systems* performance. However, I also acknowledge that such occasional personal use does not create an expectation of privacy as to any of my personal *Electronic Communications* and, as such, are *Deloitte Property*.

I further acknowledge that I am not authorized to use the *Systems* for personal gain or any illegal or unethical use. I agree that under no circumstances am I authorized to access any of the *Systems* for the purpose of obtaining *Deloitte Property* for a competitor of a *Deloitte Entity*, transmitting *Deloitte Property* to me (e.g., emailing *Confidential Information* to my personal email address) or to a third party for purposes other than furthering the business objectives of a *Deloitte Entity*. I am not authorized to download a *Deloitte Entity's Confidential Information* or other *Deloitte Property* to removable media such as a CD Rom, disk or thumb drive other than as authorized for furthering the business objectives of a *Deloitte Entity*.

I will be responsible for the safe keeping and return in good condition and order of all the *Deloitte Property* that may be in my use, custody, care or charge. For the loss of any *Deloitte Property* in my possession or custody or for which I have been assigned responsibility, the Employer will have a right to assess on its own basis and recover from me, the damages in respect of such materials (out of the amounts due to me or otherwise) and to take such other legal action as it deems appropriate including termination of my employment without notice or payment in lieu thereof in the event of my failure to account for such material or property to its satisfaction.

**9. Security.** I am provided with a worktable and lockable storage space. I will ensure they are locked when unattended and understand that a duplicate key will only be provided if I sign for it. I am required to display my identity card to the appropriate security personnel on demand and at all times within the office premises.

**10. Ownership of Works.**

a. I agree that the Employer owns all rights, title and interest in and to all *Works*.

b. I agree that all *Works* are deemed works made for hire under India copyright or applicable laws or equivalent laws of any applicable foreign jurisdiction, and all *Intellectual Property Rights* therein vest automatically in the Employer upon creation of the *Works*. I agree that, to the extent any *Work* is held not to be a work made for hire, I hereby irrevocably assign all *Intellectual Property Rights* in the *Work* to the Employer. Notwithstanding anything contained in Section 19(4) of the Indian Copyright Act, 1957, I agree that such assignment shall continue to be in force for perpetuity irrespective of whether or not the Employer exercises its rights as the assignee for any period of time.

c. I will at all times, even after termination of my *Employment*, do whatever the Employer reasonably requests of me, at the Employer's expense, to document the assignment of any *Works* to the Employer or to assist the Employer in pursuing, renewing, extending or assigning any *Intellectual Property Rights*, and otherwise perfecting, protecting and enforcing said *Intellectual Property Rights* in, any *Works*. I agree that, as between me and the Employer, the Employer shall be the sole author, inventor, and owner of all such *Works* and *Intellectual Property Rights* therein throughout the world, and that the Employer shall have the sole right to seek copyright registrations, patents or trademark registrations, including all extensions and renewals thereof. I also hereby agree that I waive all moral rights in any *Works*.

I also agree to assign all my right, title and interest in and to any particular *Works* to a third party as directed by the Employer.

In the event the Employer is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraphs, I hereby irrevocably designate and appoint the Employer and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and in my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraphs with the same legal force and effect as if executed by me. I hereby waive any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any *Works* assigned hereunder to the Employer.

d. During a 12 month period after termination of my *Employment*, I agree that any *Intellectual Property* I create or conceive that results from and is related to any work assigned to or performed by me for the Employer, or that was created using *Deloitte Property*, is a *Work* that is subject to Paragraph 10 (b) above. For purposes of clarification, the foregoing provision is in addition to, and not in limitation of, any rights and remedies the Employer may have under the applicable laws protecting *Intellectual*

*Property of the Deloitte Entities.*

e. I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Employer) of all *Works* developed by me during the period of my employment with the Employer, which records shall be available to and remain the sole property of the Employer at all times.

**11. Pre-existing Creations; Personal Creations.** My obligations in Paragraph 10 do not apply to *Pre-existing Creations* and *Personal Creations*. I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Creations*. I acknowledge and agree that I will not assert any ownership rights against the *Deloitte Entities*, or their respective clients, with respect to any *Pre-existing Creations* unless they appear on **Exhibit B**, and **Exhibit B** has been accepted and agreed to by an *Authorized Signatory* who has signed at the bottom of such **Exhibit B**. I further agree that I shall not use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment* without the prior written consent of an *Authorized Signatory*. To the extent that I use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment*, I agree that, except as otherwise provided in a written agreement executed by me and the Employer, I hereby grant to the Employer an irrevocable, royalty free, perpetual, fully paid up, transferable, sub-licensable license to use, reproduce, distribute, display, perform, modify and create derivative works of and otherwise exploit such *Pre-existing Creations* or *Personal Creations* for any purpose including, but not limited to, client engagements.

**12. Post- Employment Restrictions re: Clients.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or serving of certain clients related to my work for a *Deloitte Entity* would necessarily involve the unauthorized use or disclosure of *Confidential Information*, and the proprietary relationships and goodwill of the *Deloitte Entities*, and, in the case of my serving of certain clients, could compromise the full compliance of the Employer or another *Deloitte Entity* with the applicable laws, rules and regulations of a U.S. or India regulatory body or other independence-related requirement of a regulatory body. Accordingly, during the period of my *Employment* and for a period of one year thereafter, I will not, directly or indirectly, solicit or provide services to any existing client of a *Deloitte Entity* with which I had personal contact and provided services during the two-year period prior to termination of my *Employment*.

**13. Exceptions to Post- Employment Restrictions re: Clients.** I understand that the obligations of Paragraph 12 will not apply for a period of three (3) years after my start date or the date of my promotion or transfer to clients of a *Deloitte Entity* and/or certain specified kinds of services rendered to such clients that meet all of the following criteria: (a) are personal clients of mine who came to a *Deloitte Entity* solely to avail themselves of certain specified kinds of services rendered by me and only as a result of my own independent recruitment efforts, which a *Deloitte Entity* neither subsidized nor otherwise financially supported as part of a program of client development, (b) are listed on **Exhibit D** expressly by name with respect to client and with sufficient specificity with respect to the kinds of service(s) that I will be permitted to render, and (c) are accepted and agreed to as to their listing on **Exhibit D** by an *Authorized Signatory* who has signed at the bottom of such Exhibit. I agree that after a period of three (3) years from my start date or the date of my promotion or transfer the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on **Exhibit D** to support the application of the obligations of Paragraph 12 to those clients.

**14. Future Employment with Clients.** Except as otherwise provided herein, I understand that I am not prohibited from accepting employment with a client (or an affiliate of such client) of a *Deloitte Entity*. Before entering into substantive discussions with an *Attest Client* regarding any employment opportunity, I acknowledge and agree that during my *Employment* and for five years thereafter I must first notify *Independence* and obtain prior written approval from *Independence*. I acknowledge and understand that it is the intent of the Employer to interpret and apply this provision (a) in an effort to ensure the full compliance of the *Deloitte Entities* with applicable U.S. and India laws, rules, and regulations; (b) to serve the public interest; and (c) to protect the legitimate interests of the *Deloitte Entities* or their respective *Attest Clients* under applicable U.S. or India laws, rules and regulations in a manner that is no greater than is reasonably necessary to protect such interests and without being unduly harsh and oppressive to me and my interests in future employment with an *Attest Client*. Further, I acknowledge and agree that because of, among other things, the importance of the *Deloitte Entities* remaining in compliance with applicable independence rules, such approval may be withheld by *Independence* in the event that my employment with an *Attest Client* would, in the view of Deloitte LLP, be inconsistent with applicable laws, rules and regulations or jeopardize the independence of a *Deloitte Entity* with respect to such *Attest Client*.

**15. Restrictions re: Personnel and Contractors.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or hiring or of any of its *Personnel* or contractors of the *Deloitte Entities*, or my participation in their hiring, admission or retention, would necessarily involve the unauthorized use or disclosure of *Confidential Information* or the proprietary relationships and goodwill of the *Deloitte Entities*. Accordingly, during my *Employment* and for one year thereafter, I will not, directly or indirectly, (a) solicit or attempt to solicit, or participate in the solicitation of or any attempt to solicit any *Personnel* to leave a *Deloitte Entity*, or to join any firm or business with which I may be or become affiliated; (b) participate in the hiring or admission of any *Personnel*; or (c) cause a contractor of a *Deloitte Entity* to cease providing services to, with, or on behalf of the *Deloitte Entity*.

**16. Post- Employment Restrictions re: Deloitte Property.** Upon termination of my *Employment*: (a) I will not use or disclose *Deloitte Property*, including, but not limited to, *Confidential Information* and *Works*, for any purpose; (b) I will not retain or take with me any *Deloitte Property*; (c) I will immediately deliver to a *Deloitte Entity* at any location that it designates, at my expense, within one business day after the termination of my *Employment* or on an alternate date designated by a *Deloitte*

*Entity*, any *Deloitte Property* that I may then or thereafter hold or control; and (d) I agree to allow a *Deloitte Entity* to inspect any of my personal or home computers, including smart phones, tablet computers, or any device, media or location capable of storing electronic data, to determine whether any *Deloitte Property* resides on such computers and to permit a *Deloitte Entity* to remove such *Deloitte Property*.

## **OTHER POST- EMPLOYMENT OBLIGATIONS**

**17. Transition of Work and Cooperation.** Upon termination of my *Employment* for any reason, I will cooperate with a *Deloitte Entity* in all matters relating to the completion of pending work and its orderly transfer. I will also cooperate fully with a *Deloitte Entity* in connection with any threat of or actual legal proceeding against a *Deloitte Entity* or any client, customer or licensor of a *Deloitte Entity* arising out of any matter with or of which I had contact or knowledge during my *Employment*.

**18. Notification of Post- Employment Obligations.** I agree that prior to accepting employment or affiliation with another firm or business I will advise such firm or business of my duties and obligations under this Employment Agreement. After my *Employment* ends, I agree that a *Deloitte Entity* shall be permitted to advise any firm or business with which I have accepted an offer of employment or affiliation concerning my duties and obligations under this Employment Agreement.

**19. Certification.** I agree that during or after my *Employment* I will, if requested, provide written certification in such form as the Employer may require that I have complied with my obligations hereunder, including, without limitation, those obligations set forth in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15 and 16 of this Agreement.

## **OUR ENFORCEMENT RIGHTS AND REMEDIES IN THE EVENT OF A BREACH**

**20. Equitable Relief and Attorney's Fees.** I acknowledge and agree that a breach of this Employment Agreement, including, but not limited to, a breach of my duties and obligations under the terms and conditions of Paragraphs 4, 5, 7, 8, 9, 10, 12, 14, 15 or 16 would cause irreparable harm to the *Deloitte Entities* and that, in addition to other remedies, the Employer on behalf of itself or another *Deloitte Entity* is entitled to a temporary restraining order, an injunction or other equitable relief to prevent any such breach. I also acknowledge that, to the extent permitted by law, a *Deloitte Entity* will be entitled to the payment of the *Deloitte Entities'* reasonable costs and attorney's fees incurred in enforcing this Employment Agreement. I also acknowledge that, to the extent permitted by law, the Employer may request that a court extend the one year period following the termination of my *Employment*, as provided in Paragraphs 12 and 15, to correspond with the period that I participated in activities prohibited by Paragraphs 12 and 15.

**21. Liquidated Damages: Client Fees.** I agree that in the event of a breach under Paragraph 12, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

**22. Liquidated Damages: Compensation.** I agree that the precise amount of damages flowing from a breach under Paragraph 15 would be impracticable or extremely difficult to ascertain in an actual amount. Therefore, I agree that in the event of a breach under Paragraph 15, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by or owed to any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

**23. Right of Inspection.** I agree to permit the Employer (or to use my best efforts to enable the Employer) to inspect my books and records (and the books and records of any entity which employs or is associated or affiliated with me), upon request and at reasonable times, to enable the Employer to confirm the calculations described above and to verify compliance with Paragraphs 12 and 15. The Employer shall keep confidential any proprietary information obtained, except as may be necessary or desirable to enable the Employer to enforce its rights under this Employment Agreement and except as may be required by any statute, court or administrative order to decree or government ruling or regulation.

**MISCELLANEOUS**

**24. Governing Law; Choice of Forum.** This Employment Agreement is deemed to have been executed in the Employer's office in **Hyderabad, Telangana, India** and will be construed and governed in accordance with the laws of the Republic of India without regard to its conflicts-of-law principles. You agree to submit to jurisdiction before any court of record in which the Employer's office to which you were assigned is located, or in which a breach of this Employment Agreement may occur, at the election of the Employer, and you waive any right to raise questions of personal jurisdiction or venue in any action the Employer may bring against you in any such court. You further agree to accept service of process/summons/legal notice from the Employer when that process/summons/legal notice is either sent to your last known address by certified mail or served by any other means permitted under the law of the jurisdiction in which the Employer may bring an action against you.

**25. Modifications.** My obligations hereunder may not be changed or modified, released, discharged, abandoned or terminated, in whole or in part, except by an instrument in writing signed by an *Authorized Signatory*.

**26. Severability.** Every provision of this Employment Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such term or provision will be enforced to the maximum extent permitted by law and, in any event, such illegality or invalidity shall not affect the validity of the remainder of the Employment Agreement.

**27. Blue-Penciling.** If any court determines that any provision of this Employment Agreement, or any part hereof, or the application of any such provision, or any part hereof, to any person or circumstance is unenforceable or void, such court shall have the power to modify such provision, or any part hereof, to the extent necessary to render it legal and enforceable while preserving its intent, or if such modification is not possible, by substituting therefore another provision that is legal and enforceable and that achieves the same objective.

**28. Waiver.** None of my obligations under this Employment Agreement shall be deemed to have been waived by the Employer except if the giving of such waiver is contained in a written notice given to me and no such waiver shall be deemed to be a waiver of any other or further obligation I have under this Employment Agreement.

**29. Entire Agreement.** This Employment Agreement, the Employer's employment application, the Terms and Conditions of Service issued pursuant to the offer of employment and any documentation employing me or transferring me to the Employer, contain the entire understanding between me and the Employer or any other *Deloitte Entity* with respect to the subject matter hereof and supersedes all prior representations, warranties, and agreements with respect to such subject matter, and no representations, warranties or other covenants exist with respect to such subject matter that are not contained or expressly referred to herein. Notwithstanding the foregoing, any written agreement between a *Deloitte Entity* and me with respect to the subject matter hereof that was signed by me prior to the effective date of this Employment Agreement shall remain valid and enforceable according to the terms of such agreement with respect to all acts and omissions occurring prior to the effective date of this Employment Agreement. In the event of a conflict between this Employment Agreement and the employment application or any other document purporting to set forth terms and conditions of my *Employment*, this Employment Agreement will control.

**30. Transfer and Assignment.** Unless as the Employer shall otherwise determine, the rights, obligations and benefits of the Employer under this Employment Agreement, including but not limited to those rights and benefits relating to my post-Employment obligations set forth in this Paragraph 30 and in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19 and 23 above, are transferred and assigned, in whole or in part (as the Employer shall determine) and without the need for my consent or the formality of documentation or prescribed processes, to (a) any *Deloitte Entity* in connection with my transfer to that *Deloitte Entity* or (b) any entity that acquires all or a part of the assets or business of the Employer. All provisions of this Employment Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, representatives, successors, and assigns of the Employer and me, and any *Deloitte Entity* to which I may be transferred during my *Employment*, provided, however, none of my duties or obligations under this Employment Agreement may be assigned or transferred by me to any other person or entity without the Employer's prior written approval of such assignment or transfer. Any purported assignments in violation of this Paragraph 30 shall be null and void.

**31. Headings.** The headings contained in this Employment Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Employment Agreement.

I have read the foregoing, understand it, and agree to comply with its terms.

**For Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
 6718FF75DA89400...

Pooja Madhani

**Talent**

**Authorized Signatory**

Effective as of , I accept all the terms and conditions of the Employer as stipulated in this Employment Agreement.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

**EXHIBIT A**

The definitions below apply to the italicized terms that appear in the Employment Agreement (including the exhibits):

**Attest Client** – attest client (or an affiliate of such client) of Deloitte & Touche LLP or a *Deloitte Entity*.

**Authorized Signatory** – a director, officer or other person who is authorized to sign on behalf of a *Deloitte Entity*.

**Confidential Information** – any information not generally known to the public, in any *Form*, that (1) relates to the operation of a *Deloitte Entity* or provides the *Deloitte Entities* with a competitive advantage, (2) consists of Personally Identifiable Information (*PII*) or other personal information about *Personnel*, client and other third party personnel, independent contractors, subcontractors, agents, vendors, suppliers or others which the Employer or another *Deloitte Entity* receives in the course of business, and (3) all other information entrusted to the Employer or another *Deloitte Entity* by clients and other third parties. *Confidential Information* includes, but is not limited to, *Intellectual Property*, supplier information, designs, business or marketing plans, forecasts and financial information, tax returns, tax identification numbers, agreements, client or prospective client lists, specific information about clients or prospective clients such as preferences for specific products and services, client or prospective client needs based on financial history and past purchases of services, client or prospective client development plans, specific rates charged to a client or offered to a prospective client and other business or client records. *Confidential Information* also includes, but is not limited to, debit or credit card information, employment applications, organization charts, performance ratings and other personnel records.

**Deloitte Entity** – the Employer, Deloitte LLP, and any corporation, company, partnership, limited liability company or other entity (a) that (i) is owned, directly or indirectly, in whole or in part, by Deloitte LLP (the “Deloitte U.S. Firms”), including but not limited to Deloitte LLP subsidiaries in India, the Deloitte Touche Tohmatsu verein, Deloitte Global Services Limited, Deloitte Global Services Holdings Limited, Deloitte Touche Tohmatsu Limited (“DTTL”) or any member firm of DTTL or affiliate thereof (collectively, the “DTTL Member Firms”) or (ii) controls, is controlled by or is under common control with any of the entities listed in clause (i); or (b) in which any *Personnel* participated on its behalf, or carried out any duties with respect to its affairs. For purposes of this Employment Agreement, the term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract, or otherwise.

**Deloitte Property** – *Confidential Information*, *Systems*, equipment, debit and credit cards issued in connection with my *Employment*, furniture, facilities and any and all other materials owned, licensed or leased by a *Deloitte Entity*, including, without limitation, computerized or electronic information and all copies thereof in any form or media, created by, furnished to, obtained by or prepared by me in the course of my employment in any capacity.

**Deloitte India (Offices of the US)** - The following companies shall be deemed to be the affiliates of each other and are collectively referred to as Deloitte India (Offices of the US): (i) Deloitte Consulting India Private Limited (ii) Deloitte Tax Services India Private Limited (iii) Deloitte Support Services India Private Limited (iv) Deloitte Financial Advisory Services India Private Limited and (v) Deloitte & Touche Assurance & Enterprise Risk Services India Private Limited.

**Electronic Communications** – all text, audio, video, images, information, data, files and attachments created, displayed, sent, received, posted, accessed or stored, whether deleted or not, by means of the *Systems*.

**Employment** – the nature of my relationship with the Employer or a *Deloitte Entity* pursuant to this Employment Agreement. Alternatively, and depending on context, *Employment* is the period of time during which this relationship persists.

**Form** - paper, computer disc, USB drive, website; any other tangible or electronic medium by which information may be stored or accessed; and human memory.

**Independence** – National Office (Independence) of Deloitte LLP.

**Intellectual Property** - works of authorship (including, without limitation, books, articles, data compilations, software and other copyrightable materials), materials, patents, inventions, designs, techniques, methodologies, processes, discoveries, know-how, ideas, trade secrets, moral rights, trademarks and other indicia of origin together with the goodwill therein, and all patent applications, copyright and trademark applications and registrations, and extensions and renewals thereof, throughout the world.

**Intellectual Property Rights** – all rights, title and interest in Intellectual Property.

**PCAOB** – the United States Public Company Accounting Oversight Board.

**Personal Creations** – *Intellectual Property* that meet all of the following criteria: (1) it is conceived, developed, and created by me on my own time without using *Deloitte Property* or *Personnel* (during work hours), facilities, *Confidential Information* or *Works* of a *Deloitte Entity*, (2) it is unrelated to the actual or reasonably anticipated business or research and development of a

*Deloitte Entity*, and (3) it does not result from any work performed by me and the *Personnel* (during work hours) for a *Deloitte Entity*.

**Personnel** – partners, principals, members, officers and employees of a *Deloitte Entity*.

**PII** – information (excluding business contact information such as an individual's name and one or more of the following: organization name, organizational title, organizational role, business address, business telephone number (including business cell phone number and business email address) relating to an identified or identifiable natural person. An identifiable natural person is a natural person who can be identified, directly or indirectly, by reference to an identification number or factors specific to his or her physical, physiological, mental, economic, cultural or social identity. Set forth below is a non-exclusive list of information that constitutes PII when such information relates to an identified or identifiable natural person:

- Account number (bank account, credit card, etc.)
- Address
- Biometric identifier
- Certificate or license number
- Date of birth
- Government identifiers (such as PAN)
- Name\*
- Personnel Number
- Photograph or video identifiable to an individual
- Vehicle identifier or serial number
- Other information related to an individual that may directly or indirectly identify that individual (e.g., salary, performance rating, purchase history, call history, etc.)

\* Note: When an individual's name is used with PII that is not business contact information, it is included in the definition of PII.

**Pre-existing Agreements or Arrangements** – agreements or arrangements that (1) relate to any *Pre-existing Creations*; or (2) may affect my ability to comply with the requirements of this Employment Agreement, including all contractual and other restrictions or obligations with other parties, including any post-employment restrictions and required notifications to the extent applicable under 18 United States Code §207, CFR 3.104-4, and India laws, rules and regulations that may or will impose limitations on my professional activities during my *Employment* (such as any non-compete agreements with prior employers and the one-year ban on lobbying contacts).

**Pre-existing Creations** – any *Intellectual Property* and *Intellectual Property Rights* that were developed or created by me, alone or with others, or otherwise acquired by me, before the period of my employment in any capacity with the Employer, in which I claim any ownership or right.

**Proceedings** – past or pending (1) actual or threatened claims or complaints of, or arising out of service to, present or former clients, (2) regulatory, self-regulatory, disciplinary, administrative, civil or criminal investigations, inquiries, charges, complaints, actions, sanctions, alternative dispute resolution proceedings, other proceedings or matters (other than criminal proceedings which relate solely to the operation of a motor vehicle) of any kind or nature, in India or any other jurisdiction, against me, including criminal proceedings arising out of my provision of professional services, proceedings brought by a professional association, or proceedings involving the Securities and Exchange Board of India, United States Securities and Exchange Commission or the PCAOB, other professional bodies like the Institute of Chartered Accountants of India or (3) matters of any kind or nature which could adversely affect my association with the Employer or my ability to perform my duties or responsibilities to the Employer, whether set forth in this Employment Agreement or otherwise, or my registration with or licensure by any governmental, quasi-governmental, or other regulatory agency, body or entity, in or outside the United States or India.

**Systems** – the communications systems or any part of such systems that a *Deloitte Entity* owns, licenses or operates and approves for use, including, but not limited to, e-mail, text messaging, Lotus Notes, Deloitte Online (eRoom), instant messaging, local area network, wide area network, Intranet (e.g., DeloitteNet, D Street), Internet, extranet, collaborative tools (e.g., blogs, wikis, etc.), laptop and desktop computers, servers, air cards, Personal Digital Assistants, cell phones, telephones and voicemail.

**Works** – all *Intellectual Property*, in any *Form*, created by me, alone or with others, during the period of my *Employment* that (1) is created within the scope of my *Employment*; (2) relates in any manner to the actual or anticipated business, research, or development of a *Deloitte Entity*; (3) results from any work assigned to or performed by me, alone or with others, for the Employer; or (4) is created with the use of *Deloitte Property*.

**EXHIBIT B****Pre-existing Creations; Pre-existing Agreements or Arrangements**

I understand and agree that the Employer makes no attempt to verify my claim of ownership to any of the *Pre-existing Creations* listed, and makes no admission that any *Pre-existing Creations* listed are owned by me.

[If yes, please enter details below]

Yes, I do have *Pre-existing Creations, Pre-existing Agreements or Arrangements*

No, I do not have *Pre-existing Creations, Pre-existing Agreements or Arrangements*

<b><u>Title</u></b>	<b><u>Date</u></b>	<b><u>Brief Description</u></b>
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\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Print)

ACCEPTED AND AGREED TO:

**Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
6718FF75DA89400...

Pooja Madnani

**Talent**

Its: *Authorized Signatory*

\_\_\_\_\_  
Date

An *Authorized Signatory's* signature is required only if *Pre-existing Creations* or *Pre-existing Agreements* or *Arrangements* are listed pursuant to Paragraphs 2 and 11 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment made in light of Paragraph 2 that *Pre-existing Creations*, if any, are described and explained in sufficient detail so that the likelihood of confusion between the employee's *Pre-existing Creations* and the *Intellectual Property* of a *Deloitte Entity* can be avoided or minimized in the future and further indicates that the *Pre-existing Agreements* or *Arrangements* have been obtained and reviewed and that the *Authorized Signatory* is satisfied that such *Pre-existing Agreements* or *Arrangements* will not interfere with the employee's ability to comply with the requirements of this Employment Agreement.



**EXHIBIT C**

**Proceedings**

[none, unless otherwise specified]

Yes, I do have *Proceedings* to report

No, I do not have *Proceedings* to report

My signature below certifies that to the best of my knowledge, the information I have provided above, pursuant to Paragraph 3, is complete and accurate.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

**EXHIBIT D**

**Exceptions to Post-Employment Restrictions: re: Clients**

[none, unless otherwise specified]

As specified in Paragraph 13, I agree that after a period of three (3) years from my start date or the date of my employment, as the case may be, the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on Exhibit D to support the application of the obligations of Paragraph 12 to those clients.


Yes, I do have  
Post-Employment Restrictions  
re: Clients

No, I do not have  
Post-Employment Restrictions  
re: Clients

<u>Name of Client</u>	<u>Specified Kind of Services(s) Permitted</u>
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ACCEPTED AND AGREED TO:

**Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
6718FF75DA89400...

Pooja Madnani

**Talent**

Its:     Authorized Signatory	_____
	Date

I have read and understood the above policy terms.

_____ Signature	_____ Name	_____ Date
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A n *Authorized Signatory's* signature is required only if information is provided pursuant to Paragraph 13 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment that criteria in Paragraph 13 have been fully satisfied, the clients listed have been properly identified, and the kinds of services permitted have been described with sufficient specificity.

## Terms and Conditions of Service

In continuation to our offer of employment with **Deloitte Tax Services India Private Limited** (the "Employer"), please note the terms and conditions of service.

The italicized terms in these Terms and Conditions of Service are defined in **Exhibit A** of the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement hereto.

### Terms of Service

#### 1. COMPLIANCE WITH INDEPENDENCE, ETHICS AND OTHER REQUIREMENTS

Deloitte & Touche LLP performs attest services for certain of its clients and is subject to the independence requirements of, among others, the United States Securities and Exchange Commission (SEC), the United States Public Company Accounting Oversight Board (PCAOB), and the American Institute of Certified Public Accountants (AICPA). These requirements mandate that certain of the Employer's employees and their relatives be independent of some or all of such attest clients and their affiliates in accordance with the policies of Deloitte LLP and its subsidiaries (the "Deloitte US Entities").

Upon joining the Employer, you will be asked to review a listing of the attest clients and the affiliates of such clients of certain of the Deloitte US Entities and disclose relationships or financial holdings that you or your relatives may have that could affect the independence of the Deloitte US Entities. Any relationships or holdings that conflict with, among other things, the requirements of the SEC, the PCAOB or the AICPA or the independence or ethics policies of the Deloitte US Entities will need to be resolved immediately. Further, you will be required to comply with these policies throughout your career with the Employer, including, when applicable, maintaining a current list of certain of your financial interests (but not their value) in the independence tracking system.

As a condition to your joining the Employer and continued employment, you are required to complete a representation regarding your understanding of, and compliance with, independence and other matters, on a periodical basis (as requested beginning on or prior to the date of you joining the Employer, annually thereafter, and upon certain changes in your role in the Employer), the details of which are provided in the independence representation. An example copy of this representation form is available for your reference on [www.deloittenet.com](http://www.deloittenet.com). The representation should be made to the best of your knowledge and ability. It is your responsibility to consult on any matter should you be uncertain or have a question. You are also requested to refer to [www.deloittenet.com](http://www.deloittenet.com) and *Independence* for more information in this respect. The representations made by you will be subject to an audit and may be reviewed by Deloitte LLP representatives and shared with certain third parties. If you are selected for such an audit, you will need to submit certain personal financial records to Deloitte LLP's internal audit team. Please be assured that Deloitte LLP fully intends to keep all information obtained through the audit process confidential and secure. You hereby give your consent to Deloitte LLP to use the information provided by you for such purposes as provided in the policies regarding independence and ethics.

In the event you (i) do not cooperate or comply with the independence requirements, or (ii) do not complete the necessary representations, or (iii) make inaccurate representation(s); you may be subject to disciplinary action including and up to termination of employment with the Employer.

Please feel free to contact or consult *Independence* should you require any further information or if you have any specific concerns in this respect.

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#### 2. NON DISCLOSURE, NON SOLICIT AND INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AGREEMENT ("Employment Agreement")

You will be expected to sign the Employer's Employment Agreement. Please contact Talent for further details.

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#### 3. HARRASSMENT POLICY

**Administrative Policy Release ("APR") 213** is the Employer's policy prohibiting harassment. Deloitte LLP's subsidiaries located in India ("Deloitte India (Offices of the US)") are committed to providing a working environment that is free from harassment based on caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis, in accordance with applicable Indian central, state or local law. Expressly forbidden are unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Depending on the circumstances, such harassment may also include conduct such as stereotyped or demeaning remarks or gestures or the display or circulation, whether in writing or electronically, of materials or pictures offensive to persons because of their caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis in accordance with applicable Indian central, state or local law. The full policy will be accessible to you on DeloitteNet after joining Deloitte U.S. India.

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#### 4. WORKING HOURS, HOLIDAYS, LEAVES AND MATERNITY BENEFITS

You will be provided with your standard working hours, which may vary over the course of your career. The Employer may, from time to time, subject to applicable laws, require the employee to work beyond these hours.

You shall be entitled to paid holidays and leave as per the Employer's policies.

Women employees are eligible for maternity benefits as per the recent amendments (2017) in the maternity benefit act, 1961, including having 26 weeks of maternity leave with pay, as applicable.

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#### 5. RETIREMENT AGE

The age of retirement for employees of Deloitte India (Offices of the US) is 60 years. Your employment will therefore automatically terminate at the end of the month in which you attain 60 years.

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#### 6. TRANSFERS

You may be transferred, assigned, or asked to attend training at the offices of a Deloitte Entity or its clients or third parties in India or abroad with or without additional compensation. In such an event, you will also be governed by the terms and conditions of service applicable to the transfer, assignment, or training.

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#### 7. NOTICE PERIOD FOR TERMINATION OF SERVICES

The notice period for termination of your services is **60 Days** by either side and/or salary in lieu of notice period on part of the Employer only.

The Employer expects all employees to maintain the highest standards of professional conduct at all times.

In order to assure orderly operations and provide the best possible work environment, the Employer expects you to follow rules of conduct that will protect the interests and safety of all personnel, including but not limited to the Code of Ethics and Professional Conduct.

In the event of any breach of the Code of Ethics and Professional Conduct, non-performance of a contractual obligation or the terms and conditions laid down in this Annexure, or if you engage in any misconduct whether or not in connection with or affecting the business or affairs of the Employer or the work conduct, as specified by Employer, you will be subject to disciplinary action up to and including termination of your services/ employment with the Employer without any notice or payment in lieu of notice notwithstanding any other terms and conditions stipulated herein.

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#### 8. MISCONDUCT

Misconduct may include but is not limited to:

- Irregular attendance: repeated or excessive absence, tardiness or early departures/ late comings without approval.
- Unreported or unapproved absence (including overstay of leave) for more than five consecutive days or deviation from assigned and accepted schedule for more than five days.
- Falsification or manipulation in background verification process or employment records, employment information, or other records prior to or after joining the Employer.
- Falsification or manipulation of Deloitte Time & Expense (DTE).
- Knowingly providing false statements, either verbally or in written form.
- Neglect of normal duties and functions.
- Practices such as reading personal materials during working time, having obscene or inappropriate posters or screen savers at your work station, playing games at your work station, etc.
- Continued discharge of work functions that do not meet the standards reasonably expected.
- Breach of the confidentiality provision in the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement including disclosing to any unauthorized person any *Confidential Information* or *PII*.
- Willful insubordination or disobedience, whether or not in combination with another, of any lawful and reasonable instructions of any member of management or any authorised person.
- Engaging in unapproved outside employment and activities as defined in APR 218 (US & IND)

([https://deloittenet.deloitte.com/About/Policies/Admin/Pages/218\\_OutsideEmploymentActivities\\_US.aspx](https://deloittenet.deloitte.com/About/Policies/Admin/Pages/218_OutsideEmploymentActivities_US.aspx)).

- Installing, downloading, copying or duplicating any unauthorized or unlicensed software, programs, games, or attachments on any computer system of the Employer or of any *Deloitte Entity* or its clients.
- Engaging in any illegal activities.
- Workplace violence, including threats of physical violence.
- Corporate credit card delinquencies.
- Causing damage to the property of the Employer, any *Deloitte Entity*, its clients, or their respective personnel
- Going on or abetting a strike in contravention of any law.
- Theft of any property belonging to another, the Employer or any *Deloitte Entity*, or their respective personnel, clients, or visitors
- Possession of firearms, explosives, knives or any instruments that can be used as an injurious or deadly weapon in the workplace or at any *Deloitte Entity* sponsored event.
- Corruption, fraud, or misappropriation of funds.
- Failure to comply with the policies, guidelines, rules and regulations of the Employer or a *Deloitte Entity* as applicable.
- Excessive personal use of the Employer's telephone, fax or computer systems.
- Failure to adhere to applicable laws.
- Any act prejudicial to or in conflict with the interests of the Employer or a *Deloitte Entity*.

The above terms and conditions are based on, and should be read in conjunction with, the Employer's policies, guidelines, procedures and other rules currently applicable, including but not limited to Administrative Policy Releases (APRs) and Deloitte India (Offices of the US)'s other policies, guidelines, rules, and regulations. The above rules are subject to amendments from time to time and the amended rules, policies, procedures, and guidelines would be posted on the Employer's Intranet site i.e. <https://deloittenet.deloitte.com/Pages/Home.aspx> for employee reference. The policies will be updated from time to time in the future and we deem to have your consent to any and all such changes. Furthermore, upon acceptance of employment with the Employer, you may be requested to read and acknowledge acceptance of various policies and guidelines of the Employer. It is expected that you will read and acknowledge all such communications.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name



### Training Agreement

On behalf of **Deloitte Tax Services India Private Limited**, please accept our congratulations on your recent offer of employment to join the Company as **Tax Consultant I** pursuant to the terms and conditions of your offer letter dated **August 26, 2024**. You made a very favorable impression with everyone you met and we are excited about the possibility of you joining the Company.

As you may be aware, as a condition of employment with the Company, you may be required to travel Overseas to attend a series of training sessions for a period of up to 90 days. This training will be a combination of classroom procedural training as well as on-site training to observe employees conducting similar work at various client locations. This training represents the confidence we have in your ability to be a valuable member of the practice of the Company.

As per Company policy, we kindly bring to your attention that all employees attending training overseas are required to sign a Training Agreement which will obligate the employee to repay a calculated amount of the costs associated with the training, only if the employee resigns his/her position or are terminated for cause within a specified period after completion of the training (usually between 6 to 18 months). This repayment obligation disappears after the specified period of time has lapsed. We all look forward to seeing you again soon and having you join our team of outstanding professionals.

Sincerely,

For **Deloitte Tax Services India Private Limited**

DocuSigned by:

*Pooja Madhani*

6718FF75DA89400...

By:

Signature

**Authorized Signatory**

**Deloitte Tax Services India Private Limited****Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District, CIRCLE 3, Hyderabad - 500032, Telangana, India****Tel: +91 040 67621000**  
**www.deloitte.com****Subject: Offer of Employment****Dear SABIN PRAJAPATI**

On behalf of **Deloitte Tax Services India Private Limited** (the "Employer" or "Company"), I am pleased to confirm our offer of employment to you as **Tax Consultant I** based in **Hyderabad**.

We extend this offer, and the opportunity it represents, with great confidence in your abilities. You have made a very favorable impression with everyone you met and we are excited with the prospect of you joining our organization on **OCT 12, 2022**.

Your immediate manager will communicate details of your role and work responsibilities in the initial weeks of your joining the Employer. During your employment, the Company may require you to work on any project that you are assigned to, on any technical platforms/skills and nature of the project, in differentiated work timing, at designated work space and location as may be decided by the company.

As part of your annual compensation, you will receive a Total Salary of **382500** and, will be eligible for a performance linked variable bonus. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount could vary depending upon the business and individual performance each fiscal year and, in some situations, could exceed the payout range indicated. Any amounts paid will be subject to statutory and other deductions as per Employer policies and practices. The details of your compensation breakdown are provided in the attached Annexure A.

As an incentive to join the Company, you are eligible to receive a joining bonus of **Rs./₹ 100,000/-** subject to your reporting for full-time employment on **OCT 12, 2022**.

. This amount will attract applicable taxes and will be processed as part of your first month's payroll. You will have an obligation to repay the entire amount of your joining bonus if you resign your position or are terminated for cause by the Company within **12 months** of your start date.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

Your employment with us will be governed by the Terms and Conditions as detailed in **Annexure B**, as well as any and all rules, regulations, guidelines, policies and practices of the Employer, which may be amended from time to time. Deloitte LLP and its U.S.-based subsidiaries (the "Deloitte U.S. Firms") requires their employees to make the necessary representations regarding independence and other matters. Because the Employer is an Indian subsidiary of Deloitte LLP, we must also comply with these independence requirements. Accordingly, this offer is conditional upon you agreeing to make such representations under the Employer's Independence Representations requirements, as further explained in **Annexure B**.

Your compensation details are confidential, and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization. We would like you to join the Employer on, or an alternative mutually agreed upon date.

This offer letter, together with the Annexures described herein, and the Non-Disclosure, Non Solicit and Intellectual Property Rights Assignment Agreement, the Information Security Policy (which you are required to sign upon joining), constitute the entire agreement between the parties with respect to the subject matter of this offer, and supersedes all other previous or contemporaneous oral or written representations, understandings or agreements relating to the subject matter of this offer between you and the Employer or its affiliates.

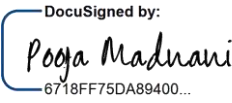
In compliance with applicable laws, Deloitte India (Offices of the US) provides its professionals with home pick-up and drop transport services within **pre-defined** boundary if their shift timings are between 8:30 p.m. - 6:00 a.m. in Hyderabad, 9:00 p.m. - 6:00 a.m. in Mumbai, Pune; 7:00 p.m. – 6:00 a.m. in Gurugram, 8:00 p.m. - 6:00 a.m. in Bengaluru, Chennai, and Kolkata.

This letter and **Deloitte Tax Services India Private Limited** employment application are intended to be final. To accept the offer and the terms of this letter, please sign below in the space provided within three business days.

everyone you have interviewed with joins me in extending to you congratulations and warm regards. We look forward to you joining our team.

Sincerely,

**For Deloitte Tax Services India Private Limited**  
Best regards,

By:   
Signature

**Authorized Signatory**

**Acceptance**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



**Annexure A****Tax Consultant I -**

<b>Description</b>	<b>Monthly</b> (Rs. per month)	<b>Annual</b> (Rs. per Annum)
Basic Pay	<b>17,500</b>	<b>210,000</b>
House Rent Allowance (HRA)	<b>8,750</b>	<b>105,000</b>
Special Allowance <sup>1a &amp; 1b</sup>	<b>11,867</b>	<b>142,404</b>
Leave Travel Allowance <sup>2</sup>	<b>1,750</b>	<b>21,000</b>
Differential Allowance	<b>5,833</b>	<b>69,996</b>
Meal Card <sup>3</sup>	<b>2,200</b>	<b>26,400</b>
Employer's contribution to PF	<b>2,100</b>	<b>25,200</b>
<b>Total Salary (in Rs.)</b>	<b>50,000</b>	<b>600,000</b>
Variable Bonus*	You are eligible for a performance linked variable bonus. It will be paid out at the end of the fiscal year, as applicable and on the basis of your individual performance and performance of the business	
Medical Insurance Premium <sup>4</sup>	<b>3,014</b>	<b>36,167</b>

\*The Variable Bonus will vary, primarily based on your individual performance and the performance of the business, during the Employer's fiscal year which is June through May. Your performance will be formally assessed as a part of the Employer Performance Review Cycle Process. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount will vary depending upon the business and individual performance and in some circumstances, could exceed the payout range indicated. The performance of all the employees who have joined the Employer prior to March 1st will be assessed for the fiscal year ending in May. The disbursement of a Variable Bonus, if applicable, is subject to you being active on the rolls of the Employer, during the Annual Incentive Program payout cycle for the fiscal year. For employees joining during the period March 1st to May 30th, a prorated Variable Bonus, if applicable, will be based on the first year-end review ratings in the subsequent year and paid during the Annual Incentive Program payout cycle of that year. The Variable Bonus will not be paid in the event of termination of employment for any reason on or before the disbursement time. The application and interpretation of, and any determinations related to, the Variable Bonus is at the sole discretion of Employer. Employer may amend or terminate the Variable Bonus at any time. All compensation and benefits are based on employee's position with the Employer in India.

Contd/-....

Annexure A

<sup>1</sup>All employees may claim tax exemption, subject to tax rules from time to time, from their Special Allowance component, expenses incurred towards communication and Driver / Fuel & Maintenance Expenses as per eligibility mentioned below:

**Employee Level -  
Tax Consultant I**

<sup>1a</sup>Communication Expenses

<sup>1b</sup>Fuel Expenses

*Only one Post paid mobile, one Land Phone  
and One internet connection bill(s) can be  
claimed.*

*Petrol / Driver / Insurance / Repairs &  
Maintenance*

**Rs./₹ 3,000/-** per month

**Rs./₹ 7,500/-** per month

<sup>1a</sup> The internet/telephone/mobile bills should be in the Employee's name.

<sup>1b</sup> For claiming vehicle running expenses (Driver / Fuel / Repairs & Maintenance expenses) the vehicle has to be in the name of the Employee and the current tax rules are as under. The above limits will be applicable for all those who are on company car lease program and the below limits will apply for all those who are on self-owned car. In case of company leased car, taxability would be as per the current perquisite valuation rules.

Nature of Expenses	Own Vehicle –Maximum Tax exemption limit per month		
	4 Wheelers (Engine Capacity)		
	<= 1600 cc	> 1600 cc	Two Wheelers
Fuel & Maintenance	Rs. 1,800	Rs. 2,400	Rs. 900
Driver's Salary	Rs. 900	Rs. 900	Not applicable

All employees at and above **Senior Staff** are eligible for the company car lease program. If you choose to avail of this benefit, the amount towards lease rental will be paid by the firm on your behalf to the leasing company and your compensation structure will be adjusted accordingly. A revised letter with the new compensation structure will be issued that will supersede this letter for all practical purposes.

<sup>2</sup> The Leave Travel Allowance (LTA) will be paid on a monthly basis as an allowance with tax deducted at source. If you choose to avail the tax benefit on LTA, you should submit proof of expenses incurred by you for Self and / your immediate dependents. The taxability or otherwise of LTA will be as per the Income Tax Act 1961, details of which will form part of the LTA Form.

<sup>3</sup> Meal Card amount will be credited at the start of each month and for the first month (For New Hires) prorated amount will be processed as part of payroll. If not collected, it will be processed as a taxable amount with the salary.

<sup>4</sup> Annual Floating Medical Insurance Coverage for self and **6 dependents** is being paid by the Employer on your behalf. The premium amount is subject to change every year post renewal of insurance policy. In case you opt for an enhancement of the coverage limit, the additional premium will be adjusted accordingly from the special allowance.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

You may also be eligible to either a One-time Stipend or a temporary lodging basis joining the registered office location, you will receive a survey from Deloitte prior to your joining.

You may select the best option for availing the relocation assistance. If an employee who has availed this reimbursement decides to quit within 18 months from the date of relocation claim for whatever reason, the relocation reimbursement paid to the employee will be recovered in full, from the employee's full and final settlement.

By joining the Company, you will become a member under the 'Deloitte USI Employees Welfare Trust' and may be required to make a nominal contribution as a member.

Original bills towards the above components should be submitted during the Income Tax fiscal period evidencing the expenditure to get Income Tax exemption, failing which the same will attract applicable Income Tax.

Submission of false, tampered or altered bills as proof of expense for any of the above components will result in disciplinary action including termination of employment.

**Your compensation above is subject to income tax deduction per rules and guidelines prescribed under the prevailing tax laws. This may change from time to time in line with the amendments done in tax laws.**



## Annexure B

### **Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement ("Employment Agreement")**

In consideration of my employment by **Deloitte Tax Services India Private Limited**, an Employer incorporated under the provisions of the Companies Act, 1956 and having its registered office **Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District, CIRCLE 3, Hyderabad - 500032, Telangana, India** (the "Employer") as **Tax Consultant I** - and other valuable consideration, I acknowledge and agree that:

#### **PRELIMINARY MATTERS**

**1. Defined Terms.** The italicized terms in this agreement (the "Employment Agreement") are defined in **Exhibit A** hereto.

**2. Pre-existing Agreements or Arrangements.** I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Agreements or Arrangements*. The Employer expects me to abide by all restrictions or obligations that are contained in such Pre-existing Agreements or Arrangements and to avoid involvement, while employed by the Employer, in any matter that could pose a conflict as a result of confidential information or intellectual property obtained by me prior to my *Employment*. I further represent that none of these restrictions or obligations, including those set forth in any non-compete agreements with prior employers, is inconsistent with my acceptance of the Employer's offer of *Employment* or my becoming, and serving as, **Tax Consultant I** of the Employer. To the extent applicable and if I am joining the Employer after having served as an employee or official of the United States Government, I further represent that: (1) I have disclosed my prior participation, if any, in any discussions or negotiations with, or decisions to award contracts to, the Deloitte U.S. Firms while I was employed by the United States Government; and (2) I had either recused myself or had not played an active role in the applicable United States Government agency's decision to award any contracts to the Deloitte U.S. Firms while I was employed by the United States Government.

#### **PROTECTION OF OUR BUSINESS**

**3. Reporting of Proceedings.** Except as provided by law and except as I have disclosed in writing on **Exhibit C** to this Agreement, I represent and warrant that I have no *Proceedings* to report. Should I become a subject of any *Proceedings* during my association with the Employer, I agree to immediately report, in writing, all relevant facts to the Chief Talent Officer of Deloitte LLP, the Regional Talent Director of the Employer, and the Chief Ethics and Compliance Officer of Deloitte LLP. I understand that my responses are subject to audit and review by the Employer and others in accordance with applicable professional, ethical, legal, or Employer requirements, rules, regulations, policies, or practices, or other requests.

**4. Confidentiality.** I acknowledge that, by virtue of my *Employment*, I will acquire and be exposed to, have access to, make use of and/or create *Confidential Information*. Therefore, I agree to hold in trust and confidence all such *Confidential Information*. I will neither disclose any such *Confidential Information* to anyone outside a *Deloitte Entity* without the prior written approval of an *Authorized Signatory*, except as required by my authorized duties for the Employer, nor use any such *Confidential Information* for any purpose other than for the benefit of a *Deloitte Entity*.

**5. Third Party Information and Property.** I agree that during my *Employment*, I shall not use or disclose any confidential information or intellectual property of any former employer or other person or entity without the prior written authorization of such employer, person or entity and the prior written consent of an *Authorized Signatory*. If I were to use or disclose any such Confidential Information or Intellectual Property without prior consent, and any of the *Deloitte Entities* become the subject of any claim from a third party regarding such unauthorized use or disclosure, I agree to hold harmless and indemnify the *Deloitte Entities* for any legal defense costs and/or damages related to any such claim.

**6. Authorization.** Only employees of the Employer holding a senior or managerial position with the Employer will be authorized by a specific authorization, delegation, or power of attorney to sign legal documents, representing the Employer. Similarly, only such authorized employees of the Employer may speak about the Employer, the business and plans, various client-related projects etc.

**7. Competing Activities and Conflict of Interest.** During the period of my *Employment* I will not, directly or indirectly, participate in or in any way render services or assistance to any business that is or may be competitive with a *Deloitte Entity*, whether or not for compensation, or engage in any conduct which might result in, or create the appearance of using my position for private gain or other than for the benefit of a *Deloitte Entity*, or otherwise create a conflict, or the appearance of a conflict, of interest with a *Deloitte Entity*. Such conduct shall include, but not be limited to, having an undisclosed financial interest in any vendor or supplier of a *Deloitte Entity*, accepting payments of any kind or gifts other than of a nominal value from vendors, clients or suppliers, or having an undisclosed relationship with a family member or other individual who is employed or

associated with any entity in active or potential competition with a *Deloitte Entity*, and which creates a conflict of interest. I represent and warrant that I am not currently aware of any present or past violation of this provision.

**8. Authorization to Access Systems and Electronic Communications and use of Deloitte Property.** I understand that while employed with a *Deloitte Entity*, I will use and have access to the Systems. I also acknowledge that a *Deloitte Entity* has the right at any time to access, retrieve, delete, monitor, examine, use and/or disclose my Electronic Communications and information from (or about) me and the content, without notice to me, and that such *Electronic Communications* are considered part of a *Deloitte Entity's* business and client records and are not to be considered private or personal to me or any other *Personnel*. I further acknowledge that this right extends to *Electronic Communications* transmitted for either a business or personal purpose.

I agree that I am authorized to access the *Systems* only for approved business purposes and occasional personal use if such use does not interfere with my work responsibilities and other required business activities, business operations, or *Systems* performance. However, I also acknowledge that such occasional personal use does not create an expectation of privacy as to any of my personal *Electronic Communications* and, as such, are *Deloitte Property*.

I further acknowledge that I am not authorized to use the *Systems* for personal gain or any illegal or unethical use. I agree that under no circumstances am I authorized to access any of the *Systems* for the purpose of obtaining *Deloitte Property* for a competitor of a *Deloitte Entity*, transmitting *Deloitte Property* to me (e.g., emailing *Confidential Information* to my personal email address) or to a third party for purposes other than furthering the business objectives of a *Deloitte Entity*. I am not authorized to download a *Deloitte Entity's Confidential Information* or other *Deloitte Property* to removable media such as a CD Rom, disk or thumb drive other than as authorized for furthering the business objectives of a *Deloitte Entity*.

I will be responsible for the safe keeping and return in good condition and order of all the *Deloitte Property* that may be in my use, custody, care or charge. For the loss of any *Deloitte Property* in my possession or custody or for which I have been assigned responsibility, the Employer will have a right to assess on its own basis and recover from me, the damages in respect of such materials (out of the amounts due to me or otherwise) and to take such other legal action as it deems appropriate including termination of my employment without notice or payment in lieu thereof in the event of my failure to account for such material or property to its satisfaction.

**9. Security.** I am provided with a worktable and lockable storage space. I will ensure they are locked when unattended and understand that a duplicate key will only be provided if I sign for it. I am required to display my identity card to the appropriate security personnel on demand and at all times within the office premises.

**10. Ownership of Works.**

a. I agree that the Employer owns all rights, title and interest in and to all *Works*.

b. I agree that all *Works* are deemed works made for hire under India copyright or applicable laws or equivalent laws of any applicable foreign jurisdiction, and all *Intellectual Property Rights* therein vest automatically in the Employer upon creation of the *Works*. I agree that, to the extent any *Work* is held not to be a work made for hire, I hereby irrevocably assign all *Intellectual Property Rights* in the *Work* to the Employer. Notwithstanding anything contained in Section 19(4) of the Indian Copyright Act, 1957, I agree that such assignment shall continue to be in force for perpetuity irrespective of whether or not the Employer exercises its rights as the assignee for any period of time.

c. I will at all times, even after termination of my *Employment*, do whatever the Employer reasonably requests of me, at the Employer's expense, to document the assignment of any *Works* to the Employer or to assist the Employer in pursuing, renewing, extending or assigning any *Intellectual Property Rights*, and otherwise perfecting, protecting and enforcing said *Intellectual Property Rights* in, any *Works*. I agree that, as between me and the Employer, the Employer shall be the sole author, inventor, and owner of all such *Works* and *Intellectual Property Rights* therein throughout the world, and that the Employer shall have the sole right to seek copyright registrations, patents or trademark registrations, including all extensions and renewals thereof. I also hereby agree that I waive all moral rights in any *Works*.

I also agree to assign all my right, title and interest in and to any particular *Works* to a third party as directed by the Employer.

In the event the Employer is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraphs, I hereby irrevocably designate and appoint the Employer and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and in my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraphs with the same legal force and effect as if executed by me. I hereby waive any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any *Works* assigned hereunder to the Employer.

d. During a 12 month period after termination of my *Employment*, I agree that any *Intellectual Property* I create or conceive that results from and is related to any work assigned to or performed by me for the Employer, or that was created using *Deloitte Property*, is a *Work* that is subject to Paragraph 10 (b) above. For purposes of clarification, the foregoing provision is in addition to, and not in limitation of, any rights and remedies the Employer may have under the applicable laws protecting *Intellectual*

*Property of the Deloitte Entities.*

e. I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Employer) of all *Works* developed by me during the period of my employment with the Employer, which records shall be available to and remain the sole property of the Employer at all times.

**11. Pre-existing Creations; Personal Creations.** My obligations in Paragraph 10 do not apply to *Pre-existing Creations* and *Personal Creations*. I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Creations*. I acknowledge and agree that I will not assert any ownership rights against the *Deloitte Entities*, or their respective clients, with respect to any *Pre-existing Creations* unless they appear on **Exhibit B**, and **Exhibit B** has been accepted and agreed to by an *Authorized Signatory* who has signed at the bottom of such **Exhibit B**. I further agree that I shall not use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment* without the prior written consent of an *Authorized Signatory*. To the extent that I use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment*, I agree that, except as otherwise provided in a written agreement executed by me and the Employer, I hereby grant to the Employer an irrevocable, royalty free, perpetual, fully paid up, transferable, sub-licensable license to use, reproduce, distribute, display, perform, modify and create derivative works of and otherwise exploit such *Pre-existing Creations* or *Personal Creations* for any purpose including, but not limited to, client engagements.

**12. Post- Employment Restrictions re: Clients.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or serving of certain clients related to my work for a *Deloitte Entity* would necessarily involve the unauthorized use or disclosure of *Confidential Information*, and the proprietary relationships and goodwill of the *Deloitte Entities*, and, in the case of my serving of certain clients, could compromise the full compliance of the Employer or another *Deloitte Entity* with the applicable laws, rules and regulations of a U.S. or India regulatory body or other independence-related requirement of a regulatory body. Accordingly, during the period of my *Employment* and for a period of one year thereafter, I will not, directly or indirectly, solicit or provide services to any existing client of a *Deloitte Entity* with which I had personal contact and provided services during the two-year period prior to termination of my *Employment*.

**13. Exceptions to Post- Employment Restrictions re: Clients.** I understand that the obligations of Paragraph 12 will not apply for a period of three (3) years after my start date or the date of my promotion or transfer to clients of a *Deloitte Entity* and/or certain specified kinds of services rendered to such clients that meet all of the following criteria: (a) are personal clients of mine who came to a *Deloitte Entity* solely to avail themselves of certain specified kinds of services rendered by me and only as a result of my own independent recruitment efforts, which a *Deloitte Entity* neither subsidized nor otherwise financially supported as part of a program of client development, (b) are listed on **Exhibit D** expressly by name with respect to client and with sufficient specificity with respect to the kinds of service(s) that I will be permitted to render, and (c) are accepted and agreed to as to their listing on **Exhibit D** by an *Authorized Signatory* who has signed at the bottom of such Exhibit. I agree that after a period of three (3) years from my start date or the date of my promotion or transfer the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on **Exhibit D** to support the application of the obligations of Paragraph 12 to those clients.

**14. Future Employment with Clients.** Except as otherwise provided herein, I understand that I am not prohibited from accepting employment with a client (or an affiliate of such client) of a *Deloitte Entity*. Before entering into substantive discussions with an *Attest Client* regarding any employment opportunity, I acknowledge and agree that during my *Employment* and for five years thereafter I must first notify *Independence* and obtain prior written approval from *Independence*. I acknowledge and understand that it is the intent of the Employer to interpret and apply this provision (a) in an effort to ensure the full compliance of the *Deloitte Entities* with applicable U.S. and India laws, rules, and regulations; (b) to serve the public interest; and (c) to protect the legitimate interests of the *Deloitte Entities* or their respective *Attest Clients* under applicable U.S. or India laws, rules and regulations in a manner that is no greater than is reasonably necessary to protect such interests and without being unduly harsh and oppressive to me and my interests in future employment with an *Attest Client*. Further, I acknowledge and agree that because of, among other things, the importance of the *Deloitte Entities* remaining in compliance with applicable independence rules, such approval may be withheld by *Independence* in the event that my employment with an *Attest Client* would, in the view of Deloitte LLP, be inconsistent with applicable laws, rules and regulations or jeopardize the independence of a *Deloitte Entity* with respect to such *Attest Client*.

**15. Restrictions re: Personnel and Contractors.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or hiring or of any of its *Personnel* or contractors of the *Deloitte Entities*, or my participation in their hiring, admission or retention, would necessarily involve the unauthorized use or disclosure of *Confidential Information* or the proprietary relationships and goodwill of the *Deloitte Entities*. Accordingly, during my *Employment* and for one year thereafter, I will not, directly or indirectly, (a) solicit or attempt to solicit, or participate in the solicitation of or any attempt to solicit any *Personnel* to leave a *Deloitte Entity*, or to join any firm or business with which I may be or become affiliated; (b) participate in the hiring or admission of any *Personnel*; or (c) cause a contractor of a *Deloitte Entity* to cease providing services to, with, or on behalf of the *Deloitte Entity*.

**16. Post- Employment Restrictions re: Deloitte Property.** Upon termination of my *Employment*: (a) I will not use or disclose *Deloitte Property*, including, but not limited to, *Confidential Information* and *Works*, for any purpose; (b) I will not retain or take with me any *Deloitte Property*; (c) I will immediately deliver to a *Deloitte Entity* at any location that it designates, at my expense, within one business day after the termination of my *Employment* or on an alternate date designated by a *Deloitte*

*Entity*, any *Deloitte Property* that I may then or thereafter hold or control; and (d) I agree to allow a *Deloitte Entity* to inspect any of my personal or home computers, including smart phones, tablet computers, or any device, media or location capable of storing electronic data, to determine whether any *Deloitte Property* resides on such computers and to permit a *Deloitte Entity* to remove such *Deloitte Property*.

## OTHER POST- EMPLOYMENT OBLIGATIONS

**17. Transition of Work and Cooperation.** Upon termination of my *Employment* for any reason, I will cooperate with a *Deloitte Entity* in all matters relating to the completion of pending work and its orderly transfer. I will also cooperate fully with a *Deloitte Entity* in connection with any threat of or actual legal proceeding against a *Deloitte Entity* or any client, customer or licensor of a *Deloitte Entity* arising out of any matter with or of which I had contact or knowledge during my *Employment*.

**18. Notification of Post- Employment Obligations.** I agree that prior to accepting employment or affiliation with another firm or business I will advise such firm or business of my duties and obligations under this Employment Agreement. After my *Employment* ends, I agree that a *Deloitte Entity* shall be permitted to advise any firm or business with which I have accepted an offer of employment or affiliation concerning my duties and obligations under this Employment Agreement.

**19. Certification.** I agree that during or after my *Employment* I will, if requested, provide written certification in such form as the Employer may require that I have complied with my obligations hereunder, including, without limitation, those obligations set forth in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15 and 16 of this Agreement.

## OUR ENFORCEMENT RIGHTS AND REMEDIES IN THE EVENT OF A BREACH

**20. Equitable Relief and Attorney's Fees.** I acknowledge and agree that a breach of this Employment Agreement, including, but not limited to, a breach of my duties and obligations under the terms and conditions of Paragraphs 4, 5, 7, 8, 9, 10, 12, 14, 15 or 16 would cause irreparable harm to the *Deloitte Entities* and that, in addition to other remedies, the Employer on behalf of itself or another *Deloitte Entity* is entitled to a temporary restraining order, an injunction or other equitable relief to prevent any such breach. I also acknowledge that, to the extent permitted by law, a *Deloitte Entity* will be entitled to the payment of the *Deloitte Entities'* reasonable costs and attorney's fees incurred in enforcing this Employment Agreement. I also acknowledge that, to the extent permitted by law, the Employer may request that a court extend the one year period following the termination of my *Employment*, as provided in Paragraphs 12 and 15, to correspond with the period that I participated in activities prohibited by Paragraphs 12 and 15.

**21. Liquidated Damages: Client Fees.** I agree that in the event of a breach under Paragraph 12, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

**22. Liquidated Damages: Compensation.** I agree that the precise amount of damages flowing from a breach under Paragraph 15 would be impracticable or extremely difficult to ascertain in an actual amount. Therefore, I agree that in the event of a breach under Paragraph 15, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by or owed to any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

**23. Right of Inspection.** I agree to permit the Employer (or to use my best efforts to enable the Employer) to inspect my books and records (and the books and records of any entity which employs or is associated or affiliated with me), upon request and at reasonable times, to enable the Employer to confirm the calculations described above and to verify compliance with Paragraphs 12 and 15. The Employer shall keep confidential any proprietary information obtained, except as may be necessary or desirable to enable the Employer to enforce its rights under this Employment Agreement and except as may be required by any statute, court or administrative order to decree or government ruling or regulation.

**MISCELLANEOUS**

**24. Governing Law; Choice of Forum.** This Employment Agreement is deemed to have been executed in the Employer's office in **Hyderabad, Telangana, India** and will be construed and governed in accordance with the laws of the Republic of India without regard to its conflicts-of-law principles. You agree to submit to jurisdiction before any court of record in which the Employer's office to which you were assigned is located, or in which a breach of this Employment Agreement may occur, at the election of the Employer, and you waive any right to raise questions of personal jurisdiction or venue in any action the Employer may bring against you in any such court. You further agree to accept service of process/summons/legal notice from the Employer when that process/summons/legal notice is either sent to your last known address by certified mail or served by any other means permitted under the law of the jurisdiction in which the Employer may bring an action against you.

**25. Modifications.** My obligations hereunder may not be changed or modified, released, discharged, abandoned or terminated, in whole or in part, except by an instrument in writing signed by an *Authorized Signatory*.

**26. Severability.** Every provision of this Employment Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such term or provision will be enforced to the maximum extent permitted by law and, in any event, such illegality or invalidity shall not affect the validity of the remainder of the Employment Agreement.

**27. Blue-Penciling.** If any court determines that any provision of this Employment Agreement, or any part hereof, or the application of any such provision, or any part hereof, to any person or circumstance is unenforceable or void, such court shall have the power to modify such provision, or any part hereof, to the extent necessary to render it legal and enforceable while preserving its intent, or if such modification is not possible, by substituting therefore another provision that is legal and enforceable and that achieves the same objective.

**28. Waiver.** None of my obligations under this Employment Agreement shall be deemed to have been waived by the Employer except if the giving of such waiver is contained in a written notice given to me and no such waiver shall be deemed to be a waiver of any other or further obligation I have under this Employment Agreement.


**29. Entire Agreement.** This Employment Agreement, the Employer's employment application, the Terms and Conditions of Service issued pursuant to the offer of employment and any documentation employing me or transferring me to the Employer, contain the entire understanding between me and the Employer or any other *Deloitte Entity* with respect to the subject matter hereof and supersedes all prior representations, warranties, and agreements with respect to such subject matter, and no representations, warranties or other covenants exist with respect to such subject matter that are not contained or expressly referred to herein. Notwithstanding the foregoing, any written agreement between a *Deloitte Entity* and me with respect to the subject matter hereof that was signed by me prior to the effective date of this Employment Agreement shall remain valid and enforceable according to the terms of such agreement with respect to all acts and omissions occurring prior to the effective date of this Employment Agreement. In the event of a conflict between this Employment Agreement and the employment application or any other document purporting to set forth terms and conditions of my *Employment*, this Employment Agreement will control.

**30. Transfer and Assignment.** Unless as the Employer shall otherwise determine, the rights, obligations and benefits of the Employer under this Employment Agreement, including but not limited to those rights and benefits relating to my post-Employment obligations set forth in this Paragraph 30 and in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19 and 23 above, are transferred and assigned, in whole or in part (as the Employer shall determine) and without the need for my consent or the formality of documentation or prescribed processes, to (a) any *Deloitte Entity* in connection with my transfer to that *Deloitte Entity* or (b) any entity that acquires all or a part of the assets or business of the Employer. All provisions of this Employment Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, representatives, successors, and assigns of the Employer and me, and any *Deloitte Entity* to which I may be transferred during my *Employment*, provided, however, none of my duties or obligations under this Employment Agreement may be assigned or transferred by me to any other person or entity without the Employer's prior written approval of such assignment or transfer. Any purported assignments in violation of this Paragraph 30 shall be null and void.

**31. Headings.** The headings contained in this Employment Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Employment Agreement.

I have read the foregoing, understand it, and agree to comply with its terms.

**For Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
 6718FF75DA89400...

Pooja Madhani

**Talent**

**Authorized Signatory**

Effective as of , I accept all the terms and conditions of the Employer as stipulated in this Employment Agreement.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name



**EXHIBIT A**

The definitions below apply to the italicized terms that appear in the Employment Agreement (including the exhibits):

**Attest Client** – attest client (or an affiliate of such client) of Deloitte & Touche LLP or a *Deloitte Entity*.

**Authorized Signatory** – a director, officer or other person who is authorized to sign on behalf of a *Deloitte Entity*.

**Confidential Information** – any information not generally known to the public, in any *Form*, that (1) relates to the operation of a *Deloitte Entity* or provides the *Deloitte Entities* with a competitive advantage, (2) consists of Personally Identifiable Information (*PII*) or other personal information about *Personnel*, client and other third party personnel, independent contractors, subcontractors, agents, vendors, suppliers or others which the Employer or another *Deloitte Entity* receives in the course of business, and (3) all other information entrusted to the Employer or another *Deloitte Entity* by clients and other third parties. *Confidential Information* includes, but is not limited to, *Intellectual Property*, supplier information, designs, business or marketing plans, forecasts and financial information, tax returns, tax identification numbers, agreements, client or prospective client lists, specific information about clients or prospective clients such as preferences for specific products and services, client or prospective client needs based on financial history and past purchases of services, client or prospective client development plans, specific rates charged to a client or offered to a prospective client and other business or client records. *Confidential Information* also includes, but is not limited to, debit or credit card information, employment applications, organization charts, performance ratings and other personnel records.

**Deloitte Entity** – the Employer, Deloitte LLP, and any corporation, company, partnership, limited liability company or other entity (a) that (i) is owned, directly or indirectly, in whole or in part, by Deloitte LLP (the “Deloitte U.S. Firms”), including but not limited to Deloitte LLP subsidiaries in India, the Deloitte Touche Tohmatsu verein, Deloitte Global Services Limited, Deloitte Global Services Holdings Limited, Deloitte Touche Tohmatsu Limited (“DTTL”) or any member firm of DTTL or affiliate thereof (collectively, the “DTTL Member Firms”) or (ii) controls, is controlled by or is under common control with any of the entities listed in clause (i); or (b) in which any *Personnel* participated on its behalf, or carried out any duties with respect to its affairs. For purposes of this Employment Agreement, the term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract, or otherwise.

**Deloitte Property** – *Confidential Information*, *Systems*, equipment, debit and credit cards issued in connection with my *Employment*, furniture, facilities and any and all other materials owned, licensed or leased by a *Deloitte Entity*, including, without limitation, computerized or electronic information and all copies thereof in any form or media, created by, furnished to, obtained by or prepared by me in the course of my employment in any capacity.

**Deloitte India (Offices of the US)** - The following companies shall be deemed to be the affiliates of each other and are collectively referred to as Deloitte India (Offices of the US): (i) Deloitte Consulting India Private Limited (ii) Deloitte Tax Services India Private Limited (iii) Deloitte Support Services India Private Limited (iv) Deloitte Financial Advisory Services India Private Limited and (v) Deloitte & Touche Assurance & Enterprise Risk Services India Private Limited.

**Electronic Communications** – all text, audio, video, images, information, data, files and attachments created, displayed, sent, received, posted, accessed or stored, whether deleted or not, by means of the *Systems*.

**Employment** – the nature of my relationship with the Employer or a *Deloitte Entity* pursuant to this Employment Agreement. Alternatively, and depending on context, *Employment* is the period of time during which this relationship persists.

**Form** - paper, computer disc, USB drive, website; any other tangible or electronic medium by which information may be stored or accessed; and human memory.

**Independence** – National Office (Independence) of Deloitte LLP.

**Intellectual Property** - works of authorship (including, without limitation, books, articles, data compilations, software and other copyrightable materials), materials, patents, inventions, designs, techniques, methodologies, processes, discoveries, know-how, ideas, trade secrets, moral rights, trademarks and other indicia of origin together with the goodwill therein, and all patent applications, copyright and trademark applications and registrations, and extensions and renewals thereof, throughout the world.

**Intellectual Property Rights** – all rights, title and interest in Intellectual Property.

**PCAOB** – the United States Public Company Accounting Oversight Board.

**Personal Creations** – *Intellectual Property* that meet all of the following criteria: (1) it is conceived, developed, and created by me on my own time without using *Deloitte Property* or *Personnel* (during work hours), facilities, *Confidential Information* or *Works* of a *Deloitte Entity*, (2) it is unrelated to the actual or reasonably anticipated business or research and development of a

*Deloitte Entity*, and (3) it does not result from any work performed by me and the *Personnel* (during work hours) for a *Deloitte Entity*.

**Personnel** – partners, principals, members, officers and employees of a *Deloitte Entity*.

**PII** – information (excluding business contact information such as an individual's name and one or more of the following: organization name, organizational title, organizational role, business address, business telephone number (including business cell phone number and business email address) relating to an identified or identifiable natural person. An identifiable natural person is a natural person who can be identified, directly or indirectly, by reference to an identification number or factors specific to his or her physical, physiological, mental, economic, cultural or social identity. Set forth below is a non-exclusive list of information that constitutes PII when such information relates to an identified or identifiable natural person:

- Account number (bank account, credit card, etc.)
- Address
- Biometric identifier
- Certificate or license number
- Date of birth
- Government identifiers (such as PAN)
- Name\*
- Personnel Number
- Photograph or video identifiable to an individual
- Vehicle identifier or serial number
- Other information related to an individual that may directly or indirectly identify that individual (e.g., salary, performance rating, purchase history, call history, etc.)

\* Note: When an individual's name is used with PII that is not business contact information, it is included in the definition of PII.

**Pre-existing Agreements or Arrangements** – agreements or arrangements that (1) relate to any *Pre-existing Creations*; or (2) may affect my ability to comply with the requirements of this Employment Agreement, including all contractual and other restrictions or obligations with other parties, including any post-employment restrictions and required notifications to the extent applicable under 18 United States Code §207, CFR 3.104-4, and India laws, rules and regulations that may or will impose limitations on my professional activities during my *Employment* (such as any non-compete agreements with prior employers and the one-year ban on lobbying contacts).

**Pre-existing Creations** – any *Intellectual Property* and *Intellectual Property Rights* that were developed or created by me, alone or with others, or otherwise acquired by me, before the period of my employment in any capacity with the Employer, in which I claim any ownership or right.

**Proceedings** – past or pending (1) actual or threatened claims or complaints of, or arising out of service to, present or former clients, (2) regulatory, self-regulatory, disciplinary, administrative, civil or criminal investigations, inquiries, charges, complaints, actions, sanctions, alternative dispute resolution proceedings, other proceedings or matters (other than criminal proceedings which relate solely to the operation of a motor vehicle) of any kind or nature, in India or any other jurisdiction, against me, including criminal proceedings arising out of my provision of professional services, proceedings brought by a professional association, or proceedings involving the Securities and Exchange Board of India, United States Securities and Exchange Commission or the PCAOB, other professional bodies like the Institute of Chartered Accountants of India or (3) matters of any kind or nature which could adversely affect my association with the Employer or my ability to perform my duties or responsibilities to the Employer, whether set forth in this Employment Agreement or otherwise, or my registration with or licensure by any governmental, quasi-governmental, or other regulatory agency, body or entity, in or outside the United States or India.

**Systems** – the communications systems or any part of such systems that a *Deloitte Entity* owns, licenses or operates and approves for use, including, but not limited to, e-mail, text messaging, Lotus Notes, Deloitte Online (eRoom), instant messaging, local area network, wide area network, Intranet (e.g., DeloitteNet, D Street), Internet, extranet, collaborative tools (e.g., blogs, wikis, etc.), laptop and desktop computers, servers, air cards, Personal Digital Assistants, cell phones, telephones and voicemail.

**Works** – all *Intellectual Property*, in any *Form*, created by me, alone or with others, during the period of my *Employment* that (1) is created within the scope of my *Employment*; (2) relates in any manner to the actual or anticipated business, research, or development of a *Deloitte Entity*; (3) results from any work assigned to or performed by me, alone or with others, for the Employer; or (4) is created with the use of *Deloitte Property*.

**EXHIBIT B****Pre-existing Creations; Pre-existing Agreements or Arrangements**

I understand and agree that the Employer makes no attempt to verify my claim of ownership to any of the *Pre-existing Creations* listed, and makes no admission that any *Pre-existing Creations* listed are owned by me.

[If yes, please enter details below]

Yes, I do have *Pre-existing Creations*, *Pre-existing Agreements or Arrangements*

No, I do not have *Pre-existing Creations*, *Pre-existing Agreements or Arrangements*

<b><u>Title</u></b>	<b><u>Date</u></b>	<b><u>Brief Description</u></b>
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\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Print)

ACCEPTED AND AGREED TO:

**Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
6718FF75DA89400...

Pooja Madnani

**Talent**

Its: *Authorized Signatory*

\_\_\_\_\_  
Date

An *Authorized Signatory's* signature is required only if *Pre-existing Creations* or *Pre-existing Agreements* or *Arrangements* are listed pursuant to Paragraphs 2 and 11 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment made in light of Paragraph 2 that *Pre-existing Creations*, if any, are described and explained in sufficient detail so that the likelihood of confusion between the employee's *Pre-existing Creations* and the *Intellectual Property* of a *Deloitte Entity* can be avoided or minimized in the future and further indicates that the *Pre-existing Agreements* or *Arrangements* have been obtained and reviewed and that the *Authorized Signatory* is satisfied that such *Pre-existing Agreements* or *Arrangements* will not interfere with the employee's ability to comply with the requirements of this Employment Agreement.

**EXHIBIT C**

**Proceedings**

[none, unless otherwise specified]

Yes, I do have *Proceedings* to report

No, I do not have *Proceedings* to report

My signature below certifies that to the best of my knowledge, the information I have provided above, pursuant to Paragraph 3, is complete and accurate.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

**EXHIBIT D**

**Exceptions to Post-Employment Restrictions: re: Clients**

[none, unless otherwise specified]

As specified in Paragraph 13, I agree that after a period of three (3) years from my start date or the date of my employment, as the case may be, the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on Exhibit D to support the application of the obligations of Paragraph 12 to those clients.

Yes, I do have  
Post-Employment Restrictions  
re: Clients

No, I do not have  
Post-Employment Restrictions  
re: Clients

<u>Name of Client</u>	<u>Specified Kind of Services(s) Permitted</u>
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ACCEPTED AND AGREED TO:

**Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
6718FF75DA89400...

Pooja Madnani

**Talent**

Its:     Authorized Signatory	<hr/>
	Date

I have read and understood the above policy terms.

<hr/>	<hr/>	<hr/>
Signature	Name	Date

A n *Authorized Signatory's* signature is required only if information is provided pursuant to Paragraph 13 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment that criteria in Paragraph 13 have been fully satisfied, the clients listed have been properly identified, and the kinds of services permitted have been described with sufficient specificity.

## Terms and Conditions of Service

In continuation to our offer of employment with **Deloitte Tax Services India Private Limited** (the "Employer"), please note the terms and conditions of service.

The italicized terms in these Terms and Conditions of Service are defined in **Exhibit A** of the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement hereto.

### Terms of Service

#### 1. COMPLIANCE WITH INDEPENDENCE, ETHICS AND OTHER REQUIREMENTS

Deloitte & Touche LLP performs attest services for certain of its clients and is subject to the independence requirements of, among others, the United States Securities and Exchange Commission (SEC), the United States Public Company Accounting Oversight Board (PCAOB), and the American Institute of Certified Public Accountants (AICPA). These requirements mandate that certain of the Employer's employees and their relatives be independent of some or all of such attest clients and their affiliates in accordance with the policies of Deloitte LLP and its subsidiaries (the "Deloitte US Entities").

Upon joining the Employer, you will be asked to review a listing of the attest clients and the affiliates of such clients of certain of the Deloitte US Entities and disclose relationships or financial holdings that you or your relatives may have that could affect the independence of the Deloitte US Entities. Any relationships or holdings that conflict with, among other things, the requirements of the SEC, the PCAOB or the AICPA or the independence or ethics policies of the Deloitte US Entities will need to be resolved immediately. Further, you will be required to comply with these policies throughout your career with the Employer, including, when applicable, maintaining a current list of certain of your financial interests (but not their value) in the independence tracking system.

As a condition to your joining the Employer and continued employment, you are required to complete a representation regarding your understanding of, and compliance with, independence and other matters, on a periodical basis (as requested beginning on or prior to the date of you joining the Employer, annually thereafter, and upon certain changes in your role in the Employer), the details of which are provided in the independence representation. An example copy of this representation form is available for your reference on [www.deloittenet.com](http://www.deloittenet.com). The representation should be made to the best of your knowledge and ability. It is your responsibility to consult on any matter should you be uncertain or have a question. You are also requested to refer to [www.deloittenet.com](http://www.deloittenet.com) and *Independence* for more information in this respect. The representations made by you will be subject to an audit and may be reviewed by Deloitte LLP representatives and shared with certain third parties. If you are selected for such an audit, you will need to submit certain personal financial records to Deloitte LLP's internal audit team. Please be assured that Deloitte LLP fully intends to keep all information obtained through the audit process confidential and secure. You hereby give your consent to Deloitte LLP to use the information provided by you for such purposes as provided in the policies regarding independence and ethics.

In the event you (i) do not cooperate or comply with the independence requirements, or (ii) do not complete the necessary representations, or (iii) make inaccurate representation(s); you may be subject to disciplinary action including and up to termination of employment with the Employer.

Please feel free to contact or consult *Independence* should you require any further information or if you have any specific concerns in this respect.

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#### 2. NON DISCLOSURE, NON SOLICIT AND INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AGREEMENT ("Employment Agreement")

You will be expected to sign the Employer's Employment Agreement. Please contact Talent for further details.

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#### 3. HARRASSMENT POLICY

**Administrative Policy Release ("APR") 213** is the Employer's policy prohibiting harassment. Deloitte LLP's subsidiaries located in India ("Deloitte India (Offices of the US)") are committed to providing a working environment that is free from harassment based on caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis, in accordance with applicable Indian central, state or local law. Expressly forbidden are unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Depending on the circumstances, such harassment may also include conduct such as stereotyped or demeaning remarks or gestures or the display or circulation, whether in writing or electronically, of materials or pictures offensive to persons because of their caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis in accordance with applicable Indian central, state or local law. The full policy will be accessible to you on DeloitteNet after joining Deloitte U.S. India.

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#### 4. WORKING HOURS, HOLIDAYS, LEAVES AND MATERNITY BENEFITS

You will be provided with your standard working hours, which may vary over the course of your career. The Employer may, from time to time, subject to applicable laws, require the employee to work beyond these hours.

You shall be entitled to paid holidays and leave as per the Employer's policies.

Women employees are eligible for maternity benefits as per the recent amendments (2017) in the maternity benefit act, 1961, including having 26 weeks of maternity leave with pay, as applicable.

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#### 5. RETIREMENT AGE

The age of retirement for employees of Deloitte India (Offices of the US) is 60 years. Your employment will therefore automatically terminate at the end of the month in which you attain 60 years.

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#### 6. TRANSFERS

You may be transferred, assigned, or asked to attend training at the offices of a Deloitte Entity or its clients or third parties in India or abroad with or without additional compensation. In such an event, you will also be governed by the terms and conditions of service applicable to the transfer, assignment, or training.

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#### 7. NOTICE PERIOD FOR TERMINATION OF SERVICES

The notice period for termination of your services is **60 Days** by either side and/or salary in lieu of notice period on part of the Employer only.

The Employer expects all employees to maintain the highest standards of professional conduct at all times.

In order to assure orderly operations and provide the best possible work environment, the Employer expects you to follow rules of conduct that will protect the interests and safety of all personnel, including but not limited to the Code of Ethics and Professional Conduct.

In the event of any breach of the Code of Ethics and Professional Conduct, non-performance of a contractual obligation or the terms and conditions laid down in this Annexure, or if you engage in any misconduct whether or not in connection with or affecting the business or affairs of the Employer or the work conduct, as specified by Employer, you will be subject to disciplinary action up to and including termination of your services/ employment with the Employer without any notice or payment in lieu of notice notwithstanding any other terms and conditions stipulated herein.

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#### 8. MISCONDUCT

Misconduct may include but is not limited to:

- Irregular attendance: repeated or excessive absence, tardiness or early departures/ late comings without approval.
- Unreported or unapproved absence (including overstay of leave) for more than five consecutive days or deviation from assigned and accepted schedule for more than five days.
- Falsification or manipulation in background verification process or employment records, employment information, or other records prior to or after joining the Employer.
- Falsification or manipulation of Deloitte Time & Expense (DTE).
- Knowingly providing false statements, either verbally or in written form.
- Neglect of normal duties and functions.
- Practices such as reading personal materials during working time, having obscene or inappropriate posters or screen savers at your work station, playing games at your work station, etc.
- Continued discharge of work functions that do not meet the standards reasonably expected.
- Breach of the confidentiality provision in the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement including disclosing to any unauthorized person any *Confidential Information* or *PII*.
- Willful insubordination or disobedience, whether or not in combination with another, of any lawful and reasonable instructions of any member of management or any authorised person.
- Engaging in unapproved outside employment and activities as defined in APR 218 (US & IND)

([https://deloittenet.deloitte.com/About/Policies/Admin/Pages/218\\_OutsideEmploymentActivities\\_US.aspx](https://deloittenet.deloitte.com/About/Policies/Admin/Pages/218_OutsideEmploymentActivities_US.aspx)).

- Installing, downloading, copying or duplicating any unauthorized or unlicensed software, programs, games, or attachments on any computer system of the Employer or of any *Deloitte Entity* or its clients.
- Engaging in any illegal activities.
- Workplace violence, including threats of physical violence.
- Corporate credit card delinquencies.
- Causing damage to the property of the Employer, any *Deloitte Entity*, its clients, or their respective personnel
- Going on or abetting a strike in contravention of any law.
- Theft of any property belonging to another, the Employer or any *Deloitte Entity*, or their respective personnel, clients, or visitors
- Possession of firearms, explosives, knives or any instruments that can be used as an injurious or deadly weapon in the workplace or at any *Deloitte Entity* sponsored event.
- Corruption, fraud, or misappropriation of funds.
- Failure to comply with the policies, guidelines, rules and regulations of the Employer or a *Deloitte Entity* as applicable.
- Excessive personal use of the Employer's telephone, fax or computer systems.
- Failure to adhere to applicable laws.
- Any act prejudicial to or in conflict with the interests of the Employer or a *Deloitte Entity*.

The above terms and conditions are based on, and should be read in conjunction with, the Employer's policies, guidelines, procedures and other rules currently applicable, including but not limited to Administrative Policy Releases (APRs) and Deloitte India (Offices of the US)'s other policies, guidelines, rules, and regulations. The above rules are subject to amendments from time to time and the amended rules, policies, procedures, and guidelines would be posted on the Employer's Intranet site i.e. <https://deloittenet.deloitte.com/Pages/Home.aspx> for employee reference. The policies will be updated from time to time in the future and we deem to have your consent to any and all such changes. Furthermore, upon acceptance of employment with the Employer, you may be requested to read and acknowledge acceptance of various policies and guidelines of the Employer. It is expected that you will read and acknowledge all such communications.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name





### Training Agreement

On behalf of **Deloitte Tax Services India Private Limited**, please accept our congratulations on your recent offer of employment to join the Company as **Tax Consultant I** pursuant to the terms and conditions of your offer letter dated **August 26, 2024**. You made a very favorable impression with everyone you met and we are excited about the possibility of you joining the Company.

As you may be aware, as a condition of employment with the Company, you may be required to travel Overseas to attend a series of training sessions for a period of up to 90 days. This training will be a combination of classroom procedural training as well as on-site training to observe employees conducting similar work at various client locations. This training represents the confidence we have in your ability to be a valuable member of the practice of the Company.

As per Company policy, we kindly bring to your attention that all employees attending training overseas are required to sign a Training Agreement which will obligate the employee to repay a calculated amount of the costs associated with the training, only if the employee resigns his/her position or are terminated for cause within a specified period after completion of the training (usually between 6 to 18 months). This repayment obligation disappears after the specified period of time has lapsed. We all look forward to seeing you again soon and having you join our team of outstanding professionals.

Sincerely,

For **Deloitte Tax Services India Private Limited**

DocuSigned by:

*Pooja Madhani*

6718FF75DA89400...

By:

Signature

**Authorized Signatory**



**Deloitte Tax Services India Private Limited**  
**Deloitte Tower Survey No. 41 Gachibowli Village, Ranga**  
**Reddy District, CIRCLE 3, Hyderabad - 500032, Telangana,**  
**India**

**Tel: +91 040 67621000**  
**www.deloitte.com**

**Subject: Offer of Employment**

**Dear ALLWYN SAMSON:**

On behalf of **Deloitte Tax Services India Private Limited** (the "Employer" or "Company"), I am pleased to confirm our offer of employment to you as **Tax Consultant I** based in **Hyderabad**.

We extend this offer, and the opportunity it represents, with great confidence in your abilities. You have made a very favorable impression with everyone you met and we are excited with the prospect of you joining our organization on **JUNE 26, 2022**.

Your immediate manager will communicate details of your role and work responsibilities in the initial weeks of your joining the Employer. During your employment, the Company may require you to work on any project that you are assigned to, on any technical platforms/skills and nature of the project, in differentiated work timing, at designated work space and location as may be decided by the company.

As part of your annual compensation, you will receive a Total Salary of **Rs 382500** and, will be eligible for a performance linked variable bonus. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount could vary depending upon the business and individual performance each fiscal year and, in some situations, could exceed the payout range indicated. Any amounts paid will be subject to statutory and other deductions as per Employer policies and practices. The details of your compensation breakdown are provided in the attached Annexure A.

As an incentive to join the Company, you are eligible to receive a joining bonus of **Rs./₹ 100,000/-** subject to your reporting for full-time employment on **JUNE 26, 2022**. This amount will attract applicable taxes and will be processed as part of your first month's payroll. You will have an obligation to repay the entire amount of your joining bonus if you resign your position or are terminated for cause by the Company within **12 months** of your start date.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

Your employment with us will be governed by the Terms and Conditions as detailed in **Annexure B**, as well as any and all rules, regulations, guidelines, policies and practices of the Employer, which may be amended from time to time. Deloitte LLP and its U.S.-based subsidiaries (the "Deloitte U.S. Firms") requires their employees to make the necessary representations regarding independence and other matters. Because the Employer is an Indian subsidiary of Deloitte LLP, we must also comply with these independence requirements. Accordingly, this offer is conditional upon you agreeing to make such representations under the Employer's Independence Representations requirements, as further explained in **Annexure B**.

Your compensation details are confidential, and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization. We would like you to join the Employer on, or an alternative mutually agreed upon date.

This offer letter, together with the Annexures described herein, and the Non-Disclosure, Non Solicit and Intellectual Property Rights Assignment Agreement, the Information Security Policy (which you are required to sign upon joining), constitute the entire agreement between the parties with respect to the subject matter of this offer, and supersedes all other previous or contemporaneous oral or written representations, understandings or agreements relating to the subject matter of this offer between you and the Employer or its affiliates.

In compliance with applicable laws, Deloitte India (Offices of the US) provides its professionals with home pick-up and drop transport services within **pre-defined** boundary if their shift timings are between 8:30 p.m. - 6:00 a.m. in Hyderabad, 9:00 p.m. - 6:00 a.m. in Mumbai, Pune; 7:00 p.m. - 6:00 a.m. in Gurugram, 8:00 p.m. - 6:00 a.m. in Bengaluru, Chennai, and Kolkata.


This letter and **Deloitte Tax Services India Private Limited** employment application are intended to be final. To accept the offer and the terms of this letter, please sign below in the space provided within three business days.

everyone you have interviewed with joins me in extending to you congratulations and warm regards. We look forward to you joining our team.

Sincerely,

**For Deloitte Tax Services India Private Limited**

Best regards,

By:  6718FF75DA89400...  
Signature

**Authorized Signatory**

**Acceptance**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Annexure A****Tax Consultant I -**

<b>Description</b>	<b>Monthly</b> (Rs. per month)	<b>Annual</b> (Rs. per Annum)
Basic Pay	<b>17,500</b>	<b>210,000</b>
House Rent Allowance (HRA)	<b>8,750</b>	<b>105,000</b>
Special Allowance <sup>1a &amp; 1b</sup>	<b>11,867</b>	<b>142,404</b>
Leave Travel Allowance <sup>2</sup>	<b>1,750</b>	<b>21,000</b>
Differential Allowance	<b>5,833</b>	<b>69,996</b>
Meal Card <sup>3</sup>	<b>2,200</b>	<b>26,400</b>
Employer's contribution to PF	<b>2,100</b>	<b>25,200</b>
<b>Total Salary (in Rs.)</b>	<b>50,000</b>	<b>600,000</b>
Variable Bonus*	You are eligible for a performance linked variable bonus. It will be paid out at the end of the fiscal year, as applicable and on the basis of your individual performance and performance of the business	
Medical Insurance Premium <sup>4</sup>	<b>3,014</b>	<b>36,167</b>

\*The Variable Bonus will vary, primarily based on your individual performance and the performance of the business, during the Employer's fiscal year which is June through May. Your performance will be formally assessed as a part of the Employer Performance Review Cycle Process. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount will vary depending upon the business and individual performance and in some circumstances, could exceed the payout range indicated. The performance of all the employees who have joined the Employer prior to March 1st will be assessed for the fiscal year ending in May. The disbursement of a Variable Bonus, if applicable, is subject to you being active on the rolls of the Employer, during the Annual Incentive Program payout cycle for the fiscal year. For employees joining during the period March 1st to May 30th, a prorated Variable Bonus, if applicable, will be based on the first year-end review ratings in the subsequent year and paid during the Annual Incentive Program payout cycle of that year. The Variable Bonus will not be paid in the event of termination of employment for any reason on or before the disbursement time. The application and interpretation of, and any determinations related to, the Variable Bonus is at the sole discretion of Employer. Employer may amend or terminate the Variable Bonus at any time. All compensation and benefits are based on employee's position with the Employer in India.

Contd/-....

Annexure A

<sup>1</sup>All employees may claim tax exemption, subject to tax rules from time to time, from their Special Allowance component, expenses incurred towards communication and Driver / Fuel & Maintenance Expenses as per eligibility mentioned below:

**Employee Level -  
Tax Consultant I**

<sup>1a</sup>Communication Expenses

<sup>1b</sup>Fuel Expenses

*Only one Post paid mobile, one Land Phone  
and One internet connection bill(s) can be  
claimed.*

*Petrol / Driver / Insurance / Repairs &  
Maintenance*

**Rs./₹ 3,000/-** per month

**Rs./₹ 7,500/-** per month

<sup>1a</sup> The internet/telephone/mobile bills should be in the Employee's name.

<sup>1b</sup> For claiming vehicle running expenses (Driver / Fuel / Repairs & Maintenance expenses) the vehicle has to be in the name of the Employee and the current tax rules are as under. The above limits will be applicable for all those who are on company car lease program and the below limits will apply for all those who are on self-owned car. In case of company leased car, taxability would be as per the current perquisite valuation rules.

Nature of Expenses	Own Vehicle –Maximum Tax exemption limit per month		
	4 Wheelers (Engine Capacity)		
	<= 1600 cc	> 1600 cc	Two Wheelers
Fuel & Maintenance	Rs. 1,800	Rs. 2,400	Rs. 900
Driver's Salary	Rs. 900	Rs. 900	Not applicable

All employees at and above **Senior Staff** are eligible for the company car lease program. If you choose to avail of this benefit, the amount towards lease rental will be paid by the firm on your behalf to the leasing company and your compensation structure will be adjusted accordingly. A revised letter with the new compensation structure will be issued that will supersede this letter for all practical purposes.

<sup>2</sup> The Leave Travel Allowance (LTA) will be paid on a monthly basis as an allowance with tax deducted at source. If you choose to avail the tax benefit on LTA, you should submit proof of expenses incurred by you for Self and / your immediate dependents. The taxability or otherwise of LTA will be as per the Income Tax Act 1961, details of which will form part of the LTA Form.

<sup>3</sup> Meal Card amount will be credited at the start of each month and for the first month (For New Hires) prorated amount will be processed as part of payroll. If not collected, it will be processed as a taxable amount with the salary.

<sup>4</sup> Annual Floating Medical Insurance Coverage for self and **6 dependents** is being paid by the Employer on your behalf. The premium amount is subject to change every year post renewal of insurance policy. In case you opt for an enhancement of the coverage limit, the additional premium will be adjusted accordingly from the special allowance.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

You may also be eligible to either a One-time Stipend or a temporary lodging basis joining the registered office location, you will receive a survey from Deloitte prior to your joining.

You may select the best option for availing the relocation assistance. If an employee who has availed this reimbursement decides to quit within 18 months from the date of relocation claim for whatever reason, the relocation reimbursement paid to the employee will be recovered in full, from the employee's full and final settlement.

By joining the Company, you will become a member under the 'Deloitte USI Employees Welfare Trust' and may be required to make a nominal contribution as a member.

Original bills towards the above components should be submitted during the Income Tax fiscal period evidencing the expenditure to get Income Tax exemption, failing which the same will attract applicable Income Tax.

Submission of false, tampered or altered bills as proof of expense for any of the above components will result in disciplinary action including termination of employment.

**Your compensation above is subject to income tax deduction per rules and guidelines prescribed under the prevailing tax laws. This may change from time to time in line with the amendments done in tax laws.**



## Annexure B

### **Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement ("Employment Agreement")**

In consideration of my employment by **Deloitte Tax Services India Private Limited**, an Employer incorporated under the provisions of the Companies Act, 1956 and having its registered office **Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District, CIRCLE 3, Hyderabad - 500032, Telangana, India** (the "Employer") as **Tax Consultant I** - and other valuable consideration, I acknowledge and agree that:

#### **PRELIMINARY MATTERS**

**1. Defined Terms.** The italicized terms in this agreement (the "Employment Agreement") are defined in **Exhibit A** hereto.

**2. Pre-existing Agreements or Arrangements.** I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Agreements or Arrangements*. The Employer expects me to abide by all restrictions or obligations that are contained in such Pre-existing Agreements or Arrangements and to avoid involvement, while employed by the Employer, in any matter that could pose a conflict as a result of confidential information or intellectual property obtained by me prior to my *Employment*. I further represent that none of these restrictions or obligations, including those set forth in any non-compete agreements with prior employers, is inconsistent with my acceptance of the Employer's offer of *Employment* or my becoming, and serving as, **Tax Consultant I** of the Employer. To the extent applicable and if I am joining the Employer after having served as an employee or official of the United States Government, I further represent that: (1) I have disclosed my prior participation, if any, in any discussions or negotiations with, or decisions to award contracts to, the Deloitte U.S. Firms while I was employed by the United States Government; and (2) I had either recused myself or had not played an active role in the applicable United States Government agency's decision to award any contracts to the Deloitte U.S. Firms while I was employed by the United States Government.

#### **PROTECTION OF OUR BUSINESS**

**3. Reporting of Proceedings.** Except as provided by law and except as I have disclosed in writing on **Exhibit C** to this Agreement, I represent and warrant that I have no *Proceedings* to report. Should I become a subject of any *Proceedings* during my association with the Employer, I agree to immediately report, in writing, all relevant facts to the Chief Talent Officer of Deloitte LLP, the Regional Talent Director of the Employer, and the Chief Ethics and Compliance Officer of Deloitte LLP. I understand that my responses are subject to audit and review by the Employer and others in accordance with applicable professional, ethical, legal, or Employer requirements, rules, regulations, policies, or practices, or other requests.

**4. Confidentiality.** I acknowledge that, by virtue of my *Employment*, I will acquire and be exposed to, have access to, make use of and/or create *Confidential Information*. Therefore, I agree to hold in trust and confidence all such *Confidential Information*. I will neither disclose any such *Confidential Information* to anyone outside a *Deloitte Entity* without the prior written approval of an *Authorized Signatory*, except as required by my authorized duties for the Employer, nor use any such *Confidential Information* for any purpose other than for the benefit of a *Deloitte Entity*.

**5. Third Party Information and Property.** I agree that during my *Employment*, I shall not use or disclose any confidential information or intellectual property of any former employer or other person or entity without the prior written authorization of such employer, person or entity and the prior written consent of an *Authorized Signatory*. If I were to use or disclose any such Confidential Information or Intellectual Property without prior consent, and any of the *Deloitte Entities* become the subject of any claim from a third party regarding such unauthorized use or disclosure, I agree to hold harmless and indemnify the *Deloitte Entities* for any legal defense costs and/or damages related to any such claim.

**6. Authorization.** Only employees of the Employer holding a senior or managerial position with the Employer will be authorized by a specific authorization, delegation, or power of attorney to sign legal documents, representing the Employer. Similarly, only such authorized employees of the Employer may speak about the Employer, the business and plans, various client-related projects etc.

**7. Competing Activities and Conflict of Interest.** During the period of my *Employment* I will not, directly or indirectly, participate in or in any way render services or assistance to any business that is or may be competitive with a *Deloitte Entity*, whether or not for compensation, or engage in any conduct which might result in, or create the appearance of using my position for private gain or other than for the benefit of a *Deloitte Entity*, or otherwise create a conflict, or the appearance of a conflict, of interest with a *Deloitte Entity*. Such conduct shall include, but not be limited to, having an undisclosed financial interest in any vendor or supplier of a *Deloitte Entity*, accepting payments of any kind or gifts other than of a nominal value from vendors, clients or suppliers, or having an undisclosed relationship with a family member or other individual who is employed or

associated with any entity in active or potential competition with a *Deloitte Entity*, and which creates a conflict of interest. I represent and warrant that I am not currently aware of any present or past violation of this provision.

**8. Authorization to Access Systems and Electronic Communications and use of Deloitte Property.** I understand that while employed with a *Deloitte Entity*, I will use and have access to the Systems. I also acknowledge that a *Deloitte Entity* has the right at any time to access, retrieve, delete, monitor, examine, use and/or disclose my Electronic Communications and information from (or about) me and the content, without notice to me, and that such *Electronic Communications* are considered part of a *Deloitte Entity's* business and client records and are not to be considered private or personal to me or any other *Personnel*. I further acknowledge that this right extends to *Electronic Communications* transmitted for either a business or personal purpose.

I agree that I am authorized to access the *Systems* only for approved business purposes and occasional personal use if such use does not interfere with my work responsibilities and other required business activities, business operations, or *Systems* performance. However, I also acknowledge that such occasional personal use does not create an expectation of privacy as to any of my personal *Electronic Communications* and, as such, are *Deloitte Property*.

I further acknowledge that I am not authorized to use the *Systems* for personal gain or any illegal or unethical use. I agree that under no circumstances am I authorized to access any of the *Systems* for the purpose of obtaining *Deloitte Property* for a competitor of a *Deloitte Entity*, transmitting *Deloitte Property* to me (e.g., emailing *Confidential Information* to my personal email address) or to a third party for purposes other than furthering the business objectives of a *Deloitte Entity*. I am not authorized to download a *Deloitte Entity's Confidential Information* or other *Deloitte Property* to removable media such as a CD Rom, disk or thumb drive other than as authorized for furthering the business objectives of a *Deloitte Entity*.

I will be responsible for the safe keeping and return in good condition and order of all the *Deloitte Property* that may be in my use, custody, care or charge. For the loss of any *Deloitte Property* in my possession or custody or for which I have been assigned responsibility, the Employer will have a right to assess on its own basis and recover from me, the damages in respect of such materials (out of the amounts due to me or otherwise) and to take such other legal action as it deems appropriate including termination of my employment without notice or payment in lieu thereof in the event of my failure to account for such material or property to its satisfaction.

**9. Security.** I am provided with a worktable and lockable storage space. I will ensure they are locked when unattended and understand that a duplicate key will only be provided if I sign for it. I am required to display my identity card to the appropriate security personnel on demand and at all times within the office premises.

**10. Ownership of Works.**

a. I agree that the Employer owns all rights, title and interest in and to all *Works*.

b. I agree that all *Works* are deemed works made for hire under India copyright or applicable laws or equivalent laws of any applicable foreign jurisdiction, and all *Intellectual Property Rights* therein vest automatically in the Employer upon creation of the *Works*. I agree that, to the extent any *Work* is held not to be a work made for hire, I hereby irrevocably assign all *Intellectual Property Rights* in the *Work* to the Employer. Notwithstanding anything contained in Section 19(4) of the Indian Copyright Act, 1957, I agree that such assignment shall continue to be in force for perpetuity irrespective of whether or not the Employer exercises its rights as the assignee for any period of time.

c. I will at all times, even after termination of my *Employment*, do whatever the Employer reasonably requests of me, at the Employer's expense, to document the assignment of any *Works* to the Employer or to assist the Employer in pursuing, renewing, extending or assigning any *Intellectual Property Rights*, and otherwise perfecting, protecting and enforcing said *Intellectual Property Rights* in, any *Works*. I agree that, as between me and the Employer, the Employer shall be the sole author, inventor, and owner of all such *Works* and *Intellectual Property Rights* therein throughout the world, and that the Employer shall have the sole right to seek copyright registrations, patents or trademark registrations, including all extensions and renewals thereof. I also hereby agree that I waive all moral rights in any *Works*.

I also agree to assign all my right, title and interest in and to any particular *Works* to a third party as directed by the Employer.

In the event the Employer is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraphs, I hereby irrevocably designate and appoint the Employer and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and in my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraphs with the same legal force and effect as if executed by me. I hereby waive any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any *Works* assigned hereunder to the Employer.

d. During a 12 month period after termination of my *Employment*, I agree that any *Intellectual Property* I create or conceive that results from and is related to any work assigned to or performed by me for the Employer, or that was created using *Deloitte Property*, is a *Work* that is subject to Paragraph 10 (b) above. For purposes of clarification, the foregoing provision is in addition to, and not in limitation of, any rights and remedies the Employer may have under the applicable laws protecting *Intellectual*

*Property of the Deloitte Entities.*

e. I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Employer) of all *Works* developed by me during the period of my employment with the Employer, which records shall be available to and remain the sole property of the Employer at all times.

**11. Pre-existing Creations; Personal Creations.** My obligations in Paragraph 10 do not apply to *Pre-existing Creations* and *Personal Creations*. I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Creations*. I acknowledge and agree that I will not assert any ownership rights against the *Deloitte Entities*, or their respective clients, with respect to any *Pre-existing Creations* unless they appear on **Exhibit B**, and **Exhibit B** has been accepted and agreed to by an *Authorized Signatory* who has signed at the bottom of such **Exhibit B**. I further agree that I shall not use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment* without the prior written consent of an *Authorized Signatory*. To the extent that I use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment*, I agree that, except as otherwise provided in a written agreement executed by me and the Employer, I hereby grant to the Employer an irrevocable, royalty free, perpetual, fully paid up, transferable, sub-licensable license to use, reproduce, distribute, display, perform, modify and create derivative works of and otherwise exploit such *Pre-existing Creations* or *Personal Creations* for any purpose including, but not limited to, client engagements.

**12. Post- Employment Restrictions re: Clients.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or serving of certain clients related to my work for a *Deloitte Entity* would necessarily involve the unauthorized use or disclosure of *Confidential Information*, and the proprietary relationships and goodwill of the *Deloitte Entities*, and, in the case of my serving of certain clients, could compromise the full compliance of the Employer or another *Deloitte Entity* with the applicable laws, rules and regulations of a U.S. or India regulatory body or other independence-related requirement of a regulatory body. Accordingly, during the period of my *Employment* and for a period of one year thereafter, I will not, directly or indirectly, solicit or provide services to any existing client of a *Deloitte Entity* with which I had personal contact and provided services during the two-year period prior to termination of my *Employment*.

**13. Exceptions to Post- Employment Restrictions re: Clients.** I understand that the obligations of Paragraph 12 will not apply for a period of three (3) years after my start date or the date of my promotion or transfer to clients of a *Deloitte Entity* and/or certain specified kinds of services rendered to such clients that meet all of the following criteria: (a) are personal clients of mine who came to a *Deloitte Entity* solely to avail themselves of certain specified kinds of services rendered by me and only as a result of my own independent recruitment efforts, which a *Deloitte Entity* neither subsidized nor otherwise financially supported as part of a program of client development, (b) are listed on **Exhibit D** expressly by name with respect to client and with sufficient specificity with respect to the kinds of service(s) that I will be permitted to render, and (c) are accepted and agreed to as to their listing on **Exhibit D** by an *Authorized Signatory* who has signed at the bottom of such Exhibit. I agree that after a period of three (3) years from my start date or the date of my promotion or transfer the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on **Exhibit D** to support the application of the obligations of Paragraph 12 to those clients.

**14. Future Employment with Clients.** Except as otherwise provided herein, I understand that I am not prohibited from accepting employment with a client (or an affiliate of such client) of a *Deloitte Entity*. Before entering into substantive discussions with an *Attest Client* regarding any employment opportunity, I acknowledge and agree that during my *Employment* and for five years thereafter I must first notify *Independence* and obtain prior written approval from *Independence*. I acknowledge and understand that it is the intent of the Employer to interpret and apply this provision (a) in an effort to ensure the full compliance of the *Deloitte Entities* with applicable U.S. and India laws, rules, and regulations; (b) to serve the public interest; and (c) to protect the legitimate interests of the *Deloitte Entities* or their respective *Attest Clients* under applicable U.S. or India laws, rules and regulations in a manner that is no greater than is reasonably necessary to protect such interests and without being unduly harsh and oppressive to me and my interests in future employment with an *Attest Client*. Further, I acknowledge and agree that because of, among other things, the importance of the *Deloitte Entities* remaining in compliance with applicable independence rules, such approval may be withheld by *Independence* in the event that my employment with an *Attest Client* would, in the view of Deloitte LLP, be inconsistent with applicable laws, rules and regulations or jeopardize the independence of a *Deloitte Entity* with respect to such *Attest Client*.

**15. Restrictions re: Personnel and Contractors.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or hiring or of any of its *Personnel* or contractors of the *Deloitte Entities*, or my participation in their hiring, admission or retention, would necessarily involve the unauthorized use or disclosure of *Confidential Information* or the proprietary relationships and goodwill of the *Deloitte Entities*. Accordingly, during my *Employment* and for one year thereafter, I will not, directly or indirectly, (a) solicit or attempt to solicit, or participate in the solicitation of or any attempt to solicit any *Personnel* to leave a *Deloitte Entity*, or to join any firm or business with which I may be or become affiliated; (b) participate in the hiring or admission of any *Personnel*; or (c) cause a contractor of a *Deloitte Entity* to cease providing services to, with, or on behalf of the *Deloitte Entity*.

**16. Post- Employment Restrictions re: Deloitte Property.** Upon termination of my *Employment*: (a) I will not use or disclose *Deloitte Property*, including, but not limited to, *Confidential Information* and *Works*, for any purpose; (b) I will not retain or take with me any *Deloitte Property*; (c) I will immediately deliver to a *Deloitte Entity* at any location that it designates, at my expense, within one business day after the termination of my *Employment* or on an alternate date designated by a *Deloitte*



*Entity*, any *Deloitte Property* that I may then or thereafter hold or control; and (d) I agree to allow a *Deloitte Entity* to inspect any of my personal or home computers, including smart phones, tablet computers, or any device, media or location capable of storing electronic data, to determine whether any *Deloitte Property* resides on such computers and to permit a *Deloitte Entity* to remove such *Deloitte Property*.

## **OTHER POST- EMPLOYMENT OBLIGATIONS**

**17. Transition of Work and Cooperation.** Upon termination of my *Employment* for any reason, I will cooperate with a *Deloitte Entity* in all matters relating to the completion of pending work and its orderly transfer. I will also cooperate fully with a *Deloitte Entity* in connection with any threat of or actual legal proceeding against a *Deloitte Entity* or any client, customer or licensor of a *Deloitte Entity* arising out of any matter with or of which I had contact or knowledge during my *Employment*.

**18. Notification of Post- Employment Obligations.** I agree that prior to accepting employment or affiliation with another firm or business I will advise such firm or business of my duties and obligations under this Employment Agreement. After my *Employment* ends, I agree that a *Deloitte Entity* shall be permitted to advise any firm or business with which I have accepted an offer of employment or affiliation concerning my duties and obligations under this Employment Agreement.

**19. Certification.** I agree that during or after my *Employment* I will, if requested, provide written certification in such form as the Employer may require that I have complied with my obligations hereunder, including, without limitation, those obligations set forth in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15 and 16 of this Agreement.

## **OUR ENFORCEMENT RIGHTS AND REMEDIES IN THE EVENT OF A BREACH**

**20. Equitable Relief and Attorney's Fees.** I acknowledge and agree that a breach of this Employment Agreement, including, but not limited to, a breach of my duties and obligations under the terms and conditions of Paragraphs 4, 5, 7, 8, 9, 10, 12, 14, 15 or 16 would cause irreparable harm to the *Deloitte Entities* and that, in addition to other remedies, the Employer on behalf of itself or another *Deloitte Entity* is entitled to a temporary restraining order, an injunction or other equitable relief to prevent any such breach. I also acknowledge that, to the extent permitted by law, a *Deloitte Entity* will be entitled to the payment of the *Deloitte Entities'* reasonable costs and attorney's fees incurred in enforcing this Employment Agreement. I also acknowledge that, to the extent permitted by law, the Employer may request that a court extend the one year period following the termination of my *Employment*, as provided in Paragraphs 12 and 15, to correspond with the period that I participated in activities prohibited by Paragraphs 12 and 15.

**21. Liquidated Damages: Client Fees.** I agree that in the event of a breach under Paragraph 12, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

**22. Liquidated Damages: Compensation.** I agree that the precise amount of damages flowing from a breach under Paragraph 15 would be impracticable or extremely difficult to ascertain in an actual amount. Therefore, I agree that in the event of a breach under Paragraph 15, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by or owed to any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

**23. Right of Inspection.** I agree to permit the Employer (or to use my best efforts to enable the Employer) to inspect my books and records (and the books and records of any entity which employs or is associated or affiliated with me), upon request and at reasonable times, to enable the Employer to confirm the calculations described above and to verify compliance with Paragraphs 12 and 15. The Employer shall keep confidential any proprietary information obtained, except as may be necessary or desirable to enable the Employer to enforce its rights under this Employment Agreement and except as may be required by any statute, court or administrative order to decree or government ruling or regulation.

**MISCELLANEOUS**

**24. Governing Law; Choice of Forum.** This Employment Agreement is deemed to have been executed in the Employer's office in **Hyderabad, Telangana, India** and will be construed and governed in accordance with the laws of the Republic of India without regard to its conflicts-of-law principles. You agree to submit to jurisdiction before any court of record in which the Employer's office to which you were assigned is located, or in which a breach of this Employment Agreement may occur, at the election of the Employer, and you waive any right to raise questions of personal jurisdiction or venue in any action the Employer may bring against you in any such court. You further agree to accept service of process/summons/legal notice from the Employer when that process/summons/legal notice is either sent to your last known address by certified mail or served by any other means permitted under the law of the jurisdiction in which the Employer may bring an action against you.

**25. Modifications.** My obligations hereunder may not be changed or modified, released, discharged, abandoned or terminated, in whole or in part, except by an instrument in writing signed by an *Authorized Signatory*.

**26. Severability.** Every provision of this Employment Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such term or provision will be enforced to the maximum extent permitted by law and, in any event, such illegality or invalidity shall not affect the validity of the remainder of the Employment Agreement.

**27. Blue-Penciling.** If any court determines that any provision of this Employment Agreement, or any part hereof, or the application of any such provision, or any part hereof, to any person or circumstance is unenforceable or void, such court shall have the power to modify such provision, or any part hereof, to the extent necessary to render it legal and enforceable while preserving its intent, or if such modification is not possible, by substituting therefore another provision that is legal and enforceable and that achieves the same objective.

**28. Waiver.** None of my obligations under this Employment Agreement shall be deemed to have been waived by the Employer except if the giving of such waiver is contained in a written notice given to me and no such waiver shall be deemed to be a waiver of any other or further obligation I have under this Employment Agreement.

**29. Entire Agreement.** This Employment Agreement, the Employer's employment application, the Terms and Conditions of Service issued pursuant to the offer of employment and any documentation employing me or transferring me to the Employer, contain the entire understanding between me and the Employer or any other *Deloitte Entity* with respect to the subject matter hereof and supersedes all prior representations, warranties, and agreements with respect to such subject matter, and no representations, warranties or other covenants exist with respect to such subject matter that are not contained or expressly referred to herein. Notwithstanding the foregoing, any written agreement between a *Deloitte Entity* and me with respect to the subject matter hereof that was signed by me prior to the effective date of this Employment Agreement shall remain valid and enforceable according to the terms of such agreement with respect to all acts and omissions occurring prior to the effective date of this Employment Agreement. In the event of a conflict between this Employment Agreement and the employment application or any other document purporting to set forth terms and conditions of my *Employment*, this Employment Agreement will control.

**30. Transfer and Assignment.** Unless as the Employer shall otherwise determine, the rights, obligations and benefits of the Employer under this Employment Agreement, including but not limited to those rights and benefits relating to my post-Employment obligations set forth in this Paragraph 30 and in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19 and 23 above, are transferred and assigned, in whole or in part (as the Employer shall determine) and without the need for my consent or the formality of documentation or prescribed processes, to (a) any *Deloitte Entity* in connection with my transfer to that *Deloitte Entity* or (b) any entity that acquires all or a part of the assets or business of the Employer. All provisions of this Employment Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, representatives, successors, and assigns of the Employer and me, and any *Deloitte Entity* to which I may be transferred during my *Employment*, provided, however, none of my duties or obligations under this Employment Agreement may be assigned or transferred by me to any other person or entity without the Employer's prior written approval of such assignment or transfer. Any purported assignments in violation of this Paragraph 30 shall be null and void.

**31. Headings.** The headings contained in this Employment Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Employment Agreement.

I have read the foregoing, understand it, and agree to comply with its terms.

**For Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
 6718FF75DA89400...

Pooja Madhani

**Talent**

**Authorized Signatory**

Effective as of , I accept all the terms and conditions of the Employer as stipulated in this Employment Agreement.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

**EXHIBIT A**

The definitions below apply to the italicized terms that appear in the Employment Agreement (including the exhibits):

**Attest Client** – attest client (or an affiliate of such client) of Deloitte & Touche LLP or a *Deloitte Entity*.

**Authorized Signatory** – a director, officer or other person who is authorized to sign on behalf of a *Deloitte Entity*.

**Confidential Information** – any information not generally known to the public, in any *Form*, that (1) relates to the operation of a *Deloitte Entity* or provides the *Deloitte Entities* with a competitive advantage, (2) consists of Personally Identifiable Information (*PII*) or other personal information about *Personnel*, client and other third party personnel, independent contractors, subcontractors, agents, vendors, suppliers or others which the Employer or another *Deloitte Entity* receives in the course of business, and (3) all other information entrusted to the Employer or another *Deloitte Entity* by clients and other third parties. *Confidential Information* includes, but is not limited to, *Intellectual Property*, supplier information, designs, business or marketing plans, forecasts and financial information, tax returns, tax identification numbers, agreements, client or prospective client lists, specific information about clients or prospective clients such as preferences for specific products and services, client or prospective client needs based on financial history and past purchases of services, client or prospective client development plans, specific rates charged to a client or offered to a prospective client and other business or client records. *Confidential Information* also includes, but is not limited to, debit or credit card information, employment applications, organization charts, performance ratings and other personnel records.

**Deloitte Entity** – the Employer, Deloitte LLP, and any corporation, company, partnership, limited liability company or other entity (a) that (i) is owned, directly or indirectly, in whole or in part, by Deloitte LLP (the “Deloitte U.S. Firms”), including but not limited to Deloitte LLP subsidiaries in India, the Deloitte Touche Tohmatsu verein, Deloitte Global Services Limited, Deloitte Global Services Holdings Limited, Deloitte Touche Tohmatsu Limited (“DTTL”) or any member firm of DTTL or affiliate thereof (collectively, the “DTTL Member Firms”) or (ii) controls, is controlled by or is under common control with any of the entities listed in clause (i); or (b) in which any *Personnel* participated on its behalf, or carried out any duties with respect to its affairs. For purposes of this Employment Agreement, the term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract, or otherwise.

**Deloitte Property** – *Confidential Information*, *Systems*, equipment, debit and credit cards issued in connection with my *Employment*, furniture, facilities and any and all other materials owned, licensed or leased by a *Deloitte Entity*, including, without limitation, computerized or electronic information and all copies thereof in any form or media, created by, furnished to, obtained by or prepared by me in the course of my employment in any capacity.

**Deloitte India (Offices of the US)** - The following companies shall be deemed to be the affiliates of each other and are collectively referred to as Deloitte India (Offices of the US): (i) Deloitte Consulting India Private Limited (ii) Deloitte Tax Services India Private Limited (iii) Deloitte Support Services India Private Limited (iv) Deloitte Financial Advisory Services India Private Limited and (v) Deloitte & Touche Assurance & Enterprise Risk Services India Private Limited.

**Electronic Communications** – all text, audio, video, images, information, data, files and attachments created, displayed, sent, received, posted, accessed or stored, whether deleted or not, by means of the *Systems*.

**Employment** – the nature of my relationship with the Employer or a *Deloitte Entity* pursuant to this Employment Agreement. Alternatively, and depending on context, *Employment* is the period of time during which this relationship persists.

**Form** - paper, computer disc, USB drive, website; any other tangible or electronic medium by which information may be stored or accessed; and human memory.

**Independence** – National Office (Independence) of Deloitte LLP.

**Intellectual Property** - works of authorship (including, without limitation, books, articles, data compilations, software and other copyrightable materials), materials, patents, inventions, designs, techniques, methodologies, processes, discoveries, know-how, ideas, trade secrets, moral rights, trademarks and other indicia of origin together with the goodwill therein, and all patent applications, copyright and trademark applications and registrations, and extensions and renewals thereof, throughout the world.

**Intellectual Property Rights** – all rights, title and interest in Intellectual Property.

**PCAOB** – the United States Public Company Accounting Oversight Board.

**Personal Creations** – *Intellectual Property* that meet all of the following criteria: (1) it is conceived, developed, and created by me on my own time without using *Deloitte Property* or *Personnel* (during work hours), facilities, *Confidential Information* or *Works* of a *Deloitte Entity*, (2) it is unrelated to the actual or reasonably anticipated business or research and development of a

*Deloitte Entity*, and (3) it does not result from any work performed by me and the *Personnel* (during work hours) for a *Deloitte Entity*.

**Personnel** – partners, principals, members, officers and employees of a *Deloitte Entity*.

**PII** – information (excluding business contact information such as an individual's name and one or more of the following: organization name, organizational title, organizational role, business address, business telephone number (including business cell phone number and business email address) relating to an identified or identifiable natural person. An identifiable natural person is a natural person who can be identified, directly or indirectly, by reference to an identification number or factors specific to his or her physical, physiological, mental, economic, cultural or social identity. Set forth below is a non-exclusive list of information that constitutes PII when such information relates to an identified or identifiable natural person:

- Account number (bank account, credit card, etc.)
- Address
- Biometric identifier
- Certificate or license number
- Date of birth
- Government identifiers (such as PAN)
- Name\*
- Personnel Number
- Photograph or video identifiable to an individual
- Vehicle identifier or serial number
- Other information related to an individual that may directly or indirectly identify that individual (e.g., salary, performance rating, purchase history, call history, etc.)

\* Note: When an individual's name is used with PII that is not business contact information, it is included in the definition of PII.

**Pre-existing Agreements or Arrangements** – agreements or arrangements that (1) relate to any *Pre-existing Creations*; or (2) may affect my ability to comply with the requirements of this Employment Agreement, including all contractual and other restrictions or obligations with other parties, including any post-employment restrictions and required notifications to the extent applicable under 18 United States Code §207, CFR 3.104-4, and India laws, rules and regulations that may or will impose limitations on my professional activities during my *Employment* (such as any non-compete agreements with prior employers and the one-year ban on lobbying contacts).

**Pre-existing Creations** – any *Intellectual Property* and *Intellectual Property Rights* that were developed or created by me, alone or with others, or otherwise acquired by me, before the period of my employment in any capacity with the Employer, in which I claim any ownership or right.

**Proceedings** – past or pending (1) actual or threatened claims or complaints of, or arising out of service to, present or former clients, (2) regulatory, self-regulatory, disciplinary, administrative, civil or criminal investigations, inquiries, charges, complaints, actions, sanctions, alternative dispute resolution proceedings, other proceedings or matters (other than criminal proceedings which relate solely to the operation of a motor vehicle) of any kind or nature, in India or any other jurisdiction, against me, including criminal proceedings arising out of my provision of professional services, proceedings brought by a professional association, or proceedings involving the Securities and Exchange Board of India, United States Securities and Exchange Commission or the PCAOB, other professional bodies like the Institute of Chartered Accountants of India or (3) matters of any kind or nature which could adversely affect my association with the Employer or my ability to perform my duties or responsibilities to the Employer, whether set forth in this Employment Agreement or otherwise, or my registration with or licensure by any governmental, quasi-governmental, or other regulatory agency, body or entity, in or outside the United States or India.

**Systems** – the communications systems or any part of such systems that a *Deloitte Entity* owns, licenses or operates and approves for use, including, but not limited to, e-mail, text messaging, Lotus Notes, Deloitte Online (eRoom), instant messaging, local area network, wide area network, Intranet (e.g., DeloitteNet, D Street), Internet, extranet, collaborative tools (e.g., blogs, wikis, etc.), laptop and desktop computers, servers, air cards, Personal Digital Assistants, cell phones, telephones and voicemail.

**Works** – all *Intellectual Property*, in any *Form*, created by me, alone or with others, during the period of my *Employment* that (1) is created within the scope of my *Employment*; (2) relates in any manner to the actual or anticipated business, research, or development of a *Deloitte Entity*; (3) results from any work assigned to or performed by me, alone or with others, for the Employer; or (4) is created with the use of *Deloitte Property*.

**EXHIBIT B****Pre-existing Creations; Pre-existing Agreements or Arrangements**

I understand and agree that the Employer makes no attempt to verify my claim of ownership to any of the *Pre-existing Creations* listed, and makes no admission that any *Pre-existing Creations* listed are owned by me.

[If yes, please enter details below]

Yes, I do have *Pre-existing Creations*, *Pre-existing Agreements or Arrangements*

No, I do not have *Pre-existing Creations*, *Pre-existing Agreements or Arrangements*

<b><u>Title</u></b>	<b><u>Date</u></b>	<b><u>Brief Description</u></b>
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\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Print)

ACCEPTED AND AGREED TO:

**Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
6718FF75DA89400...

Pooja Madnani

**Talent**

Its: *Authorized Signatory*

\_\_\_\_\_  
Date

An *Authorized Signatory's* signature is required only if *Pre-existing Creations* or *Pre-existing Agreements* or *Arrangements* are listed pursuant to Paragraphs 2 and 11 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment made in light of Paragraph 2 that *Pre-existing Creations*, if any, are described and explained in sufficient detail so that the likelihood of confusion between the employee's *Pre-existing Creations* and the *Intellectual Property* of a *Deloitte Entity* can be avoided or minimized in the future and further indicates that the *Pre-existing Agreements* or *Arrangements* have been obtained and reviewed and that the *Authorized Signatory* is satisfied that such *Pre-existing Agreements* or *Arrangements* will not interfere with the employee's ability to comply with the requirements of this Employment Agreement.

**EXHIBIT C**

**Proceedings**

[none, unless otherwise specified]

Yes, I do have *Proceedings* to report

No, I do not have *Proceedings* to report

My signature below certifies that to the best of my knowledge, the information I have provided above, pursuant to Paragraph 3, is complete and accurate.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

**EXHIBIT D**

**Exceptions to Post-Employment Restrictions: re: Clients**

[none, unless otherwise specified]

As specified in Paragraph 13, I agree that after a period of three (3) years from my start date or the date of my employment, as the case may be, the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on Exhibit D to support the application of the obligations of Paragraph 12 to those clients.

Yes, I do have  
Post-Employment Restrictions  
re: Clients

No, I do not have  
Post-Employment Restrictions  
re: Clients

<u>Name of Client</u>	<u>Specified Kind of Services(s) Permitted</u>
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ACCEPTED AND AGREED TO:

**Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
6718FF75DA89400...

Pooja Madnani

**Talent**

Its:     Authorized Signatory	_____
	Date

I have read and understood the above policy terms.

_____ Signature	_____ Name	_____ Date
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A n *Authorized Signatory's* signature is required only if information is provided pursuant to Paragraph 13 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment that criteria in Paragraph 13 have been fully satisfied, the clients listed have been properly identified, and the kinds of services permitted have been described with sufficient specificity.



## Terms and Conditions of Service

In continuation to our offer of employment with **Deloitte Tax Services India Private Limited** (the "Employer"), please note the terms and conditions of service.

The italicized terms in these Terms and Conditions of Service are defined in **Exhibit A** of the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement hereto.

### Terms of Service

#### 1. COMPLIANCE WITH INDEPENDENCE, ETHICS AND OTHER REQUIREMENTS

Deloitte & Touche LLP performs attest services for certain of its clients and is subject to the independence requirements of, among others, the United States Securities and Exchange Commission (SEC), the United States Public Company Accounting Oversight Board (PCAOB), and the American Institute of Certified Public Accountants (AICPA). These requirements mandate that certain of the Employer's employees and their relatives be independent of some or all of such attest clients and their affiliates in accordance with the policies of Deloitte LLP and its subsidiaries (the "Deloitte US Entities").

Upon joining the Employer, you will be asked to review a listing of the attest clients and the affiliates of such clients of certain of the Deloitte US Entities and disclose relationships or financial holdings that you or your relatives may have that could affect the independence of the Deloitte US Entities. Any relationships or holdings that conflict with, among other things, the requirements of the SEC, the PCAOB or the AICPA or the independence or ethics policies of the Deloitte US Entities will need to be resolved immediately. Further, you will be required to comply with these policies throughout your career with the Employer, including, when applicable, maintaining a current list of certain of your financial interests (but not their value) in the independence tracking system.

As a condition to your joining the Employer and continued employment, you are required to complete a representation regarding your understanding of, and compliance with, independence and other matters, on a periodical basis (as requested beginning on or prior to the date of you joining the Employer, annually thereafter, and upon certain changes in your role in the Employer), the details of which are provided in the independence representation. An example copy of this representation form is available for your reference on [www.deloittenet.com](http://www.deloittenet.com). The representation should be made to the best of your knowledge and ability. It is your responsibility to consult on any matter should you be uncertain or have a question. You are also requested to refer to [www.deloittenet.com](http://www.deloittenet.com) and *Independence* for more information in this respect. The representations made by you will be subject to an audit and may be reviewed by Deloitte LLP representatives and shared with certain third parties. If you are selected for such an audit, you will need to submit certain personal financial records to Deloitte LLP's internal audit team. Please be assured that Deloitte LLP fully intends to keep all information obtained through the audit process confidential and secure. You hereby give your consent to Deloitte LLP to use the information provided by you for such purposes as provided in the policies regarding independence and ethics.

In the event you (i) do not cooperate or comply with the independence requirements, or (ii) do not complete the necessary representations, or (iii) make inaccurate representation(s); you may be subject to disciplinary action including and up to termination of employment with the Employer.

Please feel free to contact or consult *Independence* should you require any further information or if you have any specific concerns in this respect.

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#### 2. NON DISCLOSURE, NON SOLICIT AND INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AGREEMENT ("Employment Agreement")

You will be expected to sign the Employer's Employment Agreement. Please contact Talent for further details.

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#### 3. HARRASSMENT POLICY

**Administrative Policy Release ("APR") 213** is the Employer's policy prohibiting harassment. Deloitte LLP's subsidiaries located in India ("Deloitte India (Offices of the US)") are committed to providing a working environment that is free from harassment based on caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis, in accordance with applicable Indian central, state or local law. Expressly forbidden are unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Depending on the circumstances, such harassment may also include conduct such as stereotyped or demeaning remarks or gestures or the display or circulation, whether in writing or electronically, of materials or pictures offensive to persons because of their caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis in accordance with applicable Indian central, state or local law. The full policy will be accessible to you on DeloitteNet after joining Deloitte U.S. India.

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#### 4. WORKING HOURS, HOLIDAYS, LEAVES AND MATERNITY BENEFITS

You will be provided with your standard working hours, which may vary over the course of your career. The Employer may, from time to time, subject to applicable laws, require the employee to work beyond these hours.

You shall be entitled to paid holidays and leave as per the Employer's policies.

Women employees are eligible for maternity benefits as per the recent amendments (2017) in the maternity benefit act, 1961, including having 26 weeks of maternity leave with pay, as applicable.

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#### 5. RETIREMENT AGE

The age of retirement for employees of Deloitte India (Offices of the US) is 60 years. Your employment will therefore automatically terminate at the end of the month in which you attain 60 years.

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#### 6. TRANSFERS

You may be transferred, assigned, or asked to attend training at the offices of a Deloitte Entity or its clients or third parties in India or abroad with or without additional compensation. In such an event, you will also be governed by the terms and conditions of service applicable to the transfer, assignment, or training.

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#### 7. NOTICE PERIOD FOR TERMINATION OF SERVICES

The notice period for termination of your services is **60 Days** by either side and/or salary in lieu of notice period on part of the Employer only.

The Employer expects all employees to maintain the highest standards of professional conduct at all times.

In order to assure orderly operations and provide the best possible work environment, the Employer expects you to follow rules of conduct that will protect the interests and safety of all personnel, including but not limited to the Code of Ethics and Professional Conduct.

In the event of any breach of the Code of Ethics and Professional Conduct, non-performance of a contractual obligation or the terms and conditions laid down in this Annexure, or if you engage in any misconduct whether or not in connection with or affecting the business or affairs of the Employer or the work conduct, as specified by Employer, you will be subject to disciplinary action up to and including termination of your services/ employment with the Employer without any notice or payment in lieu of notice notwithstanding any other terms and conditions stipulated herein.

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#### 8. MISCONDUCT

Misconduct may include but is not limited to:

- Irregular attendance: repeated or excessive absence, tardiness or early departures/ late comings without approval.
- Unreported or unapproved absence (including overstay of leave) for more than five consecutive days or deviation from assigned and accepted schedule for more than five days.
- Falsification or manipulation in background verification process or employment records, employment information, or other records prior to or after joining the Employer.
- Falsification or manipulation of Deloitte Time & Expense (DTE).
- Knowingly providing false statements, either verbally or in written form.
- Neglect of normal duties and functions.
- Practices such as reading personal materials during working time, having obscene or inappropriate posters or screen savers at your work station, playing games at your work station, etc.
- Continued discharge of work functions that do not meet the standards reasonably expected.
- Breach of the confidentiality provision in the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement including disclosing to any unauthorized person any *Confidential Information* or *PII*.
- Willful insubordination or disobedience, whether or not in combination with another, of any lawful and reasonable instructions of any member of management or any authorised person.
- Engaging in unapproved outside employment and activities as defined in APR 218 (US & IND)

([https://deloitte.net.deloitte.com/About/Policies/Admin/Pages/218\\_OutsideEmploymentActivities\\_US.aspx](https://deloitte.net.deloitte.com/About/Policies/Admin/Pages/218_OutsideEmploymentActivities_US.aspx)).

- Installing, downloading, copying or duplicating any unauthorized or unlicensed software, programs, games, or attachments on any computer system of the Employer or of any *Deloitte Entity* or its clients.
- Engaging in any illegal activities.
- Workplace violence, including threats of physical violence.
- Corporate credit card delinquencies.
- Causing damage to the property of the Employer, any *Deloitte Entity*, its clients, or their respective personnel
- Going on or abetting a strike in contravention of any law.
- Theft of any property belonging to another, the Employer or any *Deloitte Entity*, or their respective personnel, clients, or visitors
- Possession of firearms, explosives, knives or any instruments that can be used as an injurious or deadly weapon in the workplace or at any *Deloitte Entity* sponsored event.
- Corruption, fraud, or misappropriation of funds.
- Failure to comply with the policies, guidelines, rules and regulations of the Employer or a *Deloitte Entity* as applicable.
- Excessive personal use of the Employer's telephone, fax or computer systems.
- Failure to adhere to applicable laws.
- Any act prejudicial to or in conflict with the interests of the Employer or a *Deloitte Entity*.

The above terms and conditions are based on, and should be read in conjunction with, the Employer's policies, guidelines, procedures and other rules currently applicable, including but not limited to Administrative Policy Releases (APRs) and Deloitte India (Offices of the US)'s other policies, guidelines, rules, and regulations. The above rules are subject to amendments from time to time and the amended rules, policies, procedures, and guidelines would be posted on the Employer's Intranet site i.e. <https://deloitte.net.deloitte.com/Pages/Home.aspx> for employee reference. The policies will be updated from time to time in the future and we deem to have your consent to any and all such changes. Furthermore, upon acceptance of employment with the Employer, you may be requested to read and acknowledge acceptance of various policies and guidelines of the Employer. It is expected that you will read and acknowledge all such communications.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name



### Training Agreement

On behalf of **Deloitte Tax Services India Private Limited**, please accept our congratulations on your recent offer of employment to join the Company as **Tax Consultant I** pursuant to the terms and conditions of your offer letter dated **August 26, 2024**. You made a very favorable impression with everyone you met and we are excited about the possibility of you joining the Company.

As you may be aware, as a condition of employment with the Company, you may be required to travel Overseas to attend a series of training sessions for a period of up to 90 days. This training will be a combination of classroom procedural training as well as on-site training to observe employees conducting similar work at various client locations. This training represents the confidence we have in your ability to be a valuable member of the practice of the Company.

As per Company policy, we kindly bring to your attention that all employees attending training overseas are required to sign a Training Agreement which will obligate the employee to repay a calculated amount of the costs associated with the training, only if the employee resigns his/her position or are terminated for cause within a specified period after completion of the training (usually between 6 to 18 months). This repayment obligation disappears after the specified period of time has lapsed. We all look forward to seeing you again soon and having you join our team of outstanding professionals.

Sincerely,

For **Deloitte Tax Services India Private Limited**

DocuSigned by:

*Pooja Madhani*

6718FF75DA89400...

By:

Signature

**Authorized Signatory**



**Deloitte Tax Services India Private Limited**  
**Deloitte Tower Survey No. 41 Gachibowli Village, Ranga**  
**Reddy District, CIRCLE 3, Hyderabad - 500032, Telangana,**  
**India**

**Tel: +91 040 67621000**  
**www.deloitte.com**

**Subject: Offer of Employment**

**Dear ADITYA SRIVASTAVA:**

On behalf of **Deloitte Tax Services India Private Limited** (the "Employer" or "Company"), I am pleased to confirm our offer of employment to you as **Tax Consultant I** based in **Hyderabad**.

We extend this offer, and the opportunity it represents, with great confidence in your abilities. You have made a very favorable impression with everyone you met and we are excited with the prospect of you joining our organization on **JUNE 26, 2022**.

Your immediate manager will communicate details of your role and work responsibilities in the initial weeks of your joining the Employer. During your employment, the Company may require you to work on any project that you are assigned to, on any technical platforms/skills and nature of the project, in differentiated work timing, at designated work space and location as may be decided by the company.

As part of your annual compensation, you will receive a Total Salary of **Rs 382500** and, will be eligible for a performance linked variable bonus. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount could vary depending upon the business and individual performance each fiscal year and, in some situations, could exceed the payout range indicated. Any amounts paid will be subject to statutory and other deductions as per Employer policies and practices. The details of your compensation breakdown are provided in the attached Annexure A.

As an incentive to join the Company, you are eligible to receive a joining bonus of **Rs./₹ 100,000/-** subject to your reporting for full-time employment on **JUNE 26, 2022**. This amount will attract applicable taxes and will be processed as part of your first month's payroll. You will have an obligation to repay the entire amount of your joining bonus if you resign your position or are terminated for cause by the Company within **12 months** of your start date.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

Your employment with us will be governed by the Terms and Conditions as detailed in **Annexure B**, as well as any and all rules, regulations, guidelines, policies and practices of the Employer, which may be amended from time to time. Deloitte LLP and its U.S.-based subsidiaries (the "Deloitte U.S. Firms") requires their employees to make the necessary representations regarding independence and other matters. Because the Employer is an Indian subsidiary of Deloitte LLP, we must also comply with these independence requirements. Accordingly, this offer is conditional upon you agreeing to make such representations under the Employer's Independence Representations requirements, as further explained in **Annexure B**.

Your compensation details are confidential, and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization. We would like you to join the Employer on, or an alternative mutually agreed upon date.

This offer letter, together with the Annexures described herein, and the Non-Disclosure, Non Solicit and Intellectual Property Rights Assignment Agreement, the Information Security Policy (which you are required to sign upon joining), constitute the entire agreement between the parties with respect to the subject matter of this offer, and supersedes all other previous or contemporaneous oral or written representations, understandings or agreements relating to the subject matter of this offer between you and the Employer or its affiliates.

In compliance with applicable laws, Deloitte India (Offices of the US) provides its professionals with home pick-up and drop transport services within **pre-defined** boundary if their shift timings are between 8:30 p.m. - 6:00 a.m. in Hyderabad, 9:00 p.m. - 6:00 a.m. in Mumbai, Pune; 7:00 p.m. - 6:00 a.m. in Gurugram, 8:00 p.m. - 6:00 a.m. in Bengaluru, Chennai, and Kolkata.


This letter and **Deloitte Tax Services India Private Limited** employment application are intended to be final. To accept the offer and the terms of this letter, please sign below in the space provided within three business days.

everyone you have interviewed with joins me in extending to you congratulations and warm regards. We look forward to you joining our team.

Sincerely,

**For Deloitte Tax Services India Private Limited**

Best regards,

By:   
Signature

**Authorized Signatory**

**Acceptance**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Annexure A****Tax Consultant I -**

<b>Description</b>	<b>Monthly</b> (Rs. per month)	<b>Annual</b> (Rs. per Annum)
Basic Pay	<b>17,500</b>	<b>210,000</b>
House Rent Allowance (HRA)	<b>8,750</b>	<b>105,000</b>
Special Allowance <sup>1a &amp; 1b</sup>	<b>11,867</b>	<b>142,404</b>
Leave Travel Allowance <sup>2</sup>	<b>1,750</b>	<b>21,000</b>
Differential Allowance	<b>5,833</b>	<b>69,996</b>
Meal Card <sup>3</sup>	<b>2,200</b>	<b>26,400</b>
Employer's contribution to PF	<b>2,100</b>	<b>25,200</b>
<b>Total Salary (in Rs.)</b>	<b>50,000</b>	<b>600,000</b>
Variable Bonus*	You are eligible for a performance linked variable bonus. It will be paid out at the end of the fiscal year, as applicable and on the basis of your individual performance and performance of the business	
Medical Insurance Premium <sup>4</sup>	<b>3,014</b>	<b>36,167</b>

\*The Variable Bonus will vary, primarily based on your individual performance and the performance of the business, during the Employer's fiscal year which is June through May. Your performance will be formally assessed as a part of the Employer Performance Review Cycle Process. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount will vary depending upon the business and individual performance and in some circumstances, could exceed the payout range indicated. The performance of all the employees who have joined the Employer prior to March 1st will be assessed for the fiscal year ending in May. The disbursement of a Variable Bonus, if applicable, is subject to you being active on the rolls of the Employer, during the Annual Incentive Program payout cycle for the fiscal year. For employees joining during the period March 1st to May 30th, a prorated Variable Bonus, if applicable, will be based on the first year-end review ratings in the subsequent year and paid during the Annual Incentive Program payout cycle of that year. The Variable Bonus will not be paid in the event of termination of employment for any reason on or before the disbursement time. The application and interpretation of, and any determinations related to, the Variable Bonus is at the sole discretion of Employer. Employer may amend or terminate the Variable Bonus at any time. All compensation and benefits are based on employee's position with the Employer in India.

Contd/-....

Annexure A

<sup>1</sup>All employees may claim tax exemption, subject to tax rules from time to time, from their Special Allowance component, expenses incurred towards communication and Driver / Fuel & Maintenance Expenses as per eligibility mentioned below:

**Employee Level -  
Tax Consultant I**

<sup>1a</sup>Communication Expenses

<sup>1b</sup>Fuel Expenses

*Only one Post paid mobile, one Land Phone  
and One internet connection bill(s) can be  
claimed.*

*Petrol / Driver / Insurance / Repairs &  
Maintenance*

**Rs./₹ 3,000/-** per month

**Rs./₹ 7,500/-** per month

<sup>1a</sup> The internet/telephone/mobile bills should be in the Employee's name.

<sup>1b</sup> For claiming vehicle running expenses (Driver / Fuel / Repairs & Maintenance expenses) the vehicle has to be in the name of the Employee and the current tax rules are as under. The above limits will be applicable for all those who are on company car lease program and the below limits will apply for all those who are on self-owned car. In case of company leased car, taxability would be as per the current perquisite valuation rules.

Nature of Expenses	Own Vehicle –Maximum Tax exemption limit per month		
	4 Wheelers (Engine Capacity)		
	<= 1600 cc	> 1600 cc	Two Wheelers
Fuel & Maintenance	Rs. 1,800	Rs. 2,400	Rs. 900
Driver's Salary	Rs. 900	Rs. 900	Not applicable

All employees at and above **Senior Staff** are eligible for the company car lease program. If you choose to avail of this benefit, the amount towards lease rental will be paid by the firm on your behalf to the leasing company and your compensation structure will be adjusted accordingly. A revised letter with the new compensation structure will be issued that will supersede this letter for all practical purposes.

<sup>2</sup> The Leave Travel Allowance (LTA) will be paid on a monthly basis as an allowance with tax deducted at source. If you choose to avail the tax benefit on LTA, you should submit proof of expenses incurred by you for Self and / your immediate dependents. The taxability or otherwise of LTA will be as per the Income Tax Act 1961, details of which will form part of the LTA Form.

<sup>3</sup> Meal Card amount will be credited at the start of each month and for the first month (For New Hires) prorated amount will be processed as part of payroll. If not collected, it will be processed as a taxable amount with the salary.

<sup>4</sup> Annual Floating Medical Insurance Coverage for self and **6 dependents** is being paid by the Employer on your behalf. The premium amount is subject to change every year post renewal of insurance policy. In case you opt for an enhancement of the coverage limit, the additional premium will be adjusted accordingly from the special allowance.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

You may also be eligible to either a One-time Stipend or a temporary lodging basis joining the registered office location, you will receive a survey from Deloitte prior to your joining.

You may select the best option for availing the relocation assistance. If an employee who has availed this reimbursement decides to quit within 18 months from the date of relocation claim for whatever reason, the relocation reimbursement paid to the employee will be recovered in full, from the employee's full and final settlement.

By joining the Company, you will become a member under the 'Deloitte USI Employees Welfare Trust' and may be required to make a nominal contribution as a member.

Original bills towards the above components should be submitted during the Income Tax fiscal period evidencing the expenditure to get Income Tax exemption, failing which the same will attract applicable Income Tax.

Submission of false, tampered or altered bills as proof of expense for any of the above components will result in disciplinary action including termination of employment.

**Your compensation above is subject to income tax deduction per rules and guidelines prescribed under the prevailing tax laws. This may change from time to time in line with the amendments done in tax laws.**





## Annexure B

### **Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement ("Employment Agreement")**

In consideration of my employment by **Deloitte Tax Services India Private Limited**, an Employer incorporated under the provisions of the Companies Act, 1956 and having its registered office **Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District, CIRCLE 3, Hyderabad - 500032, Telangana, India** (the "Employer") as **Tax Consultant I** - and other valuable consideration, I acknowledge and agree that:

#### **PRELIMINARY MATTERS**

**1. Defined Terms.** The italicized terms in this agreement (the "Employment Agreement") are defined in **Exhibit A** hereto.

**2. Pre-existing Agreements or Arrangements.** I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Agreements or Arrangements*. The Employer expects me to abide by all restrictions or obligations that are contained in such *Pre-existing Agreements or Arrangements* and to avoid involvement, while employed by the Employer, in any matter that could pose a conflict as a result of confidential information or intellectual property obtained by me prior to my *Employment*. I further represent that none of these restrictions or obligations, including those set forth in any non-compete agreements with prior employers, is inconsistent with my acceptance of the Employer's offer of *Employment* or my becoming, and serving as, **Tax Consultant I** of the Employer. To the extent applicable and if I am joining the Employer after having served as an employee or official of the United States Government, I further represent that: (1) I have disclosed my prior participation, if any, in any discussions or negotiations with, or decisions to award contracts to, the Deloitte U.S. Firms while I was employed by the United States Government; and (2) I had either recused myself or had not played an active role in the applicable United States Government agency's decision to award any contracts to the Deloitte U.S. Firms while I was employed by the United States Government.

#### **PROTECTION OF OUR BUSINESS**

**3. Reporting of Proceedings.** Except as provided by law and except as I have disclosed in writing on **Exhibit C** to this Agreement, I represent and warrant that I have no *Proceedings* to report. Should I become a subject of any *Proceedings* during my association with the Employer, I agree to immediately report, in writing, all relevant facts to the Chief Talent Officer of Deloitte LLP, the Regional Talent Director of the Employer, and the Chief Ethics and Compliance Officer of Deloitte LLP. I understand that my responses are subject to audit and review by the Employer and others in accordance with applicable professional, ethical, legal, or Employer requirements, rules, regulations, policies, or practices, or other requests.

**4. Confidentiality.** I acknowledge that, by virtue of my *Employment*, I will acquire and be exposed to, have access to, make use of and/or create *Confidential Information*. Therefore, I agree to hold in trust and confidence all such *Confidential Information*. I will neither disclose any such *Confidential Information* to anyone outside a *Deloitte Entity* without the prior written approval of an *Authorized Signatory*, except as required by my authorized duties for the Employer, nor use any such *Confidential Information* for any purpose other than for the benefit of a *Deloitte Entity*.

**5. Third Party Information and Property.** I agree that during my *Employment*, I shall not use or disclose any confidential information or intellectual property of any former employer or other person or entity without the prior written authorization of such employer, person or entity and the prior written consent of an *Authorized Signatory*. If I were to use or disclose any such Confidential Information or Intellectual Property without prior consent, and any of the *Deloitte Entities* become the subject of any claim from a third party regarding such unauthorized use or disclosure, I agree to hold harmless and indemnify the *Deloitte Entities* for any legal defense costs and/or damages related to any such claim.

**6. Authorization.** Only employees of the Employer holding a senior or managerial position with the Employer will be authorized by a specific authorization, delegation, or power of attorney to sign legal documents, representing the Employer. Similarly, only such authorized employees of the Employer may speak about the Employer, the business and plans, various client-related projects etc.

**7. Competing Activities and Conflict of Interest.** During the period of my *Employment* I will not, directly or indirectly, participate in or in any way render services or assistance to any business that is or may be competitive with a *Deloitte Entity*, whether or not for compensation, or engage in any conduct which might result in, or create the appearance of using my position for private gain or other than for the benefit of a *Deloitte Entity*, or otherwise create a conflict, or the appearance of a conflict, of interest with a *Deloitte Entity*. Such conduct shall include, but not be limited to, having an undisclosed financial interest in any vendor or supplier of a *Deloitte Entity*, accepting payments of any kind or gifts other than of a nominal value from vendors, clients or suppliers, or having an undisclosed relationship with a family member or other individual who is employed or

associated with any entity in active or potential competition with a *Deloitte Entity*, and which creates a conflict of interest. I represent and warrant that I am not currently aware of any present or past violation of this provision.

**8. Authorization to Access Systems and Electronic Communications and use of Deloitte Property.** I understand that while employed with a *Deloitte Entity*, I will use and have access to the Systems. I also acknowledge that a *Deloitte Entity* has the right at any time to access, retrieve, delete, monitor, examine, use and/or disclose my Electronic Communications and information from (or about) me and the content, without notice to me, and that such *Electronic Communications* are considered part of a *Deloitte Entity's* business and client records and are not to be considered private or personal to me or any other *Personnel*. I further acknowledge that this right extends to *Electronic Communications* transmitted for either a business or personal purpose.

I agree that I am authorized to access the *Systems* only for approved business purposes and occasional personal use if such use does not interfere with my work responsibilities and other required business activities, business operations, or *Systems* performance. However, I also acknowledge that such occasional personal use does not create an expectation of privacy as to any of my personal *Electronic Communications* and, as such, are *Deloitte Property*.

I further acknowledge that I am not authorized to use the *Systems* for personal gain or any illegal or unethical use. I agree that under no circumstances am I authorized to access any of the *Systems* for the purpose of obtaining *Deloitte Property* for a competitor of a *Deloitte Entity*, transmitting *Deloitte Property* to me (e.g., emailing *Confidential Information* to my personal email address) or to a third party for purposes other than furthering the business objectives of a *Deloitte Entity*. I am not authorized to download a *Deloitte Entity's Confidential Information* or other *Deloitte Property* to removable media such as a CD Rom, disk or thumb drive other than as authorized for furthering the business objectives of a *Deloitte Entity*.

I will be responsible for the safe keeping and return in good condition and order of all the *Deloitte Property* that may be in my use, custody, care or charge. For the loss of any *Deloitte Property* in my possession or custody or for which I have been assigned responsibility, the Employer will have a right to assess on its own basis and recover from me, the damages in respect of such materials (out of the amounts due to me or otherwise) and to take such other legal action as it deems appropriate including termination of my employment without notice or payment in lieu thereof in the event of my failure to account for such material or property to its satisfaction.

**9. Security.** I am provided with a worktable and lockable storage space. I will ensure they are locked when unattended and understand that a duplicate key will only be provided if I sign for it. I am required to display my identity card to the appropriate security personnel on demand and at all times within the office premises.

**10. Ownership of Works.**

a. I agree that the Employer owns all rights, title and interest in and to all *Works*.

b. I agree that all *Works* are deemed works made for hire under India copyright or applicable laws or equivalent laws of any applicable foreign jurisdiction, and all *Intellectual Property Rights* therein vest automatically in the Employer upon creation of the *Works*. I agree that, to the extent any *Work* is held not to be a work made for hire, I hereby irrevocably assign all *Intellectual Property Rights* in the *Work* to the Employer. Notwithstanding anything contained in Section 19(4) of the Indian Copyright Act, 1957, I agree that such assignment shall continue to be in force for perpetuity irrespective of whether or not the Employer exercises its rights as the assignee for any period of time.

c. I will at all times, even after termination of my *Employment*, do whatever the Employer reasonably requests of me, at the Employer's expense, to document the assignment of any *Works* to the Employer or to assist the Employer in pursuing, renewing, extending or assigning any *Intellectual Property Rights*, and otherwise perfecting, protecting and enforcing said *Intellectual Property Rights* in, any *Works*. I agree that, as between me and the Employer, the Employer shall be the sole author, inventor, and owner of all such *Works* and *Intellectual Property Rights* therein throughout the world, and that the Employer shall have the sole right to seek copyright registrations, patents or trademark registrations, including all extensions and renewals thereof. I also hereby agree that I waive all moral rights in any *Works*.

I also agree to assign all my right, title and interest in and to any particular *Works* to a third party as directed by the Employer.

In the event the Employer is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraphs, I hereby irrevocably designate and appoint the Employer and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and in my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraphs with the same legal force and effect as if executed by me. I hereby waive any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any *Works* assigned hereunder to the Employer.

d. During a 12 month period after termination of my *Employment*, I agree that any *Intellectual Property* I create or conceive that results from and is related to any work assigned to or performed by me for the Employer, or that was created using *Deloitte Property*, is a *Work* that is subject to Paragraph 10 (b) above. For purposes of clarification, the foregoing provision is in addition to, and not in limitation of, any rights and remedies the Employer may have under the applicable laws protecting *Intellectual*

*Property of the Deloitte Entities.*

e. I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Employer) of all *Works* developed by me during the period of my employment with the Employer, which records shall be available to and remain the sole property of the Employer at all times.

**11. Pre-existing Creations; Personal Creations.** My obligations in Paragraph 10 do not apply to *Pre-existing Creations* and *Personal Creations*. I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Creations*. I acknowledge and agree that I will not assert any ownership rights against the *Deloitte Entities*, or their respective clients, with respect to any *Pre-existing Creations* unless they appear on **Exhibit B**, and **Exhibit B** has been accepted and agreed to by an *Authorized Signatory* who has signed at the bottom of such **Exhibit B**. I further agree that I shall not use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment* without the prior written consent of an *Authorized Signatory*. To the extent that I use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment*, I agree that, except as otherwise provided in a written agreement executed by me and the Employer, I hereby grant to the Employer an irrevocable, royalty free, perpetual, fully paid up, transferable, sub-licensable license to use, reproduce, distribute, display, perform, modify and create derivative works of and otherwise exploit such *Pre-existing Creations* or *Personal Creations* for any purpose including, but not limited to, client engagements.

**12. Post- Employment Restrictions re: Clients.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or serving of certain clients related to my work for a *Deloitte Entity* would necessarily involve the unauthorized use or disclosure of *Confidential Information*, and the proprietary relationships and goodwill of the *Deloitte Entities*, and, in the case of my serving of certain clients, could compromise the full compliance of the Employer or another *Deloitte Entity* with the applicable laws, rules and regulations of a U.S. or India regulatory body or other independence-related requirement of a regulatory body. Accordingly, during the period of my *Employment* and for a period of one year thereafter, I will not, directly or indirectly, solicit or provide services to any existing client of a *Deloitte Entity* with which I had personal contact and provided services during the two-year period prior to termination of my *Employment*.

**13. Exceptions to Post- Employment Restrictions re: Clients.** I understand that the obligations of Paragraph 12 will not apply for a period of three (3) years after my start date or the date of my promotion or transfer to clients of a *Deloitte Entity* and/or certain specified kinds of services rendered to such clients that meet all of the following criteria: (a) are personal clients of mine who came to a *Deloitte Entity* solely to avail themselves of certain specified kinds of services rendered by me and only as a result of my own independent recruitment efforts, which a *Deloitte Entity* neither subsidized nor otherwise financially supported as part of a program of client development, (b) are listed on **Exhibit D** expressly by name with respect to client and with sufficient specificity with respect to the kinds of service(s) that I will be permitted to render, and (c) are accepted and agreed to as to their listing on **Exhibit D** by an *Authorized Signatory* who has signed at the bottom of such Exhibit. I agree that after a period of three (3) years from my start date or the date of my promotion or transfer the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on **Exhibit D** to support the application of the obligations of Paragraph 12 to those clients.

**14. Future Employment with Clients.** Except as otherwise provided herein, I understand that I am not prohibited from accepting employment with a client (or an affiliate of such client) of a *Deloitte Entity*. Before entering into substantive discussions with an *Attest Client* regarding any employment opportunity, I acknowledge and agree that during my *Employment* and for five years thereafter I must first notify *Independence* and obtain prior written approval from *Independence*. I acknowledge and understand that it is the intent of the Employer to interpret and apply this provision (a) in an effort to ensure the full compliance of the *Deloitte Entities* with applicable U.S. and India laws, rules, and regulations; (b) to serve the public interest; and (c) to protect the legitimate interests of the *Deloitte Entities* or their respective *Attest Clients* under applicable U.S. or India laws, rules and regulations in a manner that is no greater than is reasonably necessary to protect such interests and without being unduly harsh and oppressive to me and my interests in future employment with an *Attest Client*. Further, I acknowledge and agree that because of, among other things, the importance of the *Deloitte Entities* remaining in compliance with applicable independence rules, such approval may be withheld by *Independence* in the event that my employment with an *Attest Client* would, in the view of Deloitte LLP, be inconsistent with applicable laws, rules and regulations or jeopardize the independence of a *Deloitte Entity* with respect to such *Attest Client*.

**15. Restrictions re: Personnel and Contractors.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or hiring or of any of its *Personnel* or contractors of the *Deloitte Entities*, or my participation in their hiring, admission or retention, would necessarily involve the unauthorized use or disclosure of *Confidential Information* or the proprietary relationships and goodwill of the *Deloitte Entities*. Accordingly, during my *Employment* and for one year thereafter, I will not, directly or indirectly, (a) solicit or attempt to solicit, or participate in the solicitation of or any attempt to solicit any *Personnel* to leave a *Deloitte Entity*, or to join any firm or business with which I may be or become affiliated; (b) participate in the hiring or admission of any *Personnel*; or (c) cause a contractor of a *Deloitte Entity* to cease providing services to, with, or on behalf of the *Deloitte Entity*.

**16. Post- Employment Restrictions re: Deloitte Property.** Upon termination of my *Employment*: (a) I will not use or disclose *Deloitte Property*, including, but not limited to, *Confidential Information* and *Works*, for any purpose; (b) I will not retain or take with me any *Deloitte Property*; (c) I will immediately deliver to a *Deloitte Entity* at any location that it designates, at my expense, within one business day after the termination of my *Employment* or on an alternate date designated by a *Deloitte*

*Entity*, any *Deloitte Property* that I may then or thereafter hold or control; and (d) I agree to allow a *Deloitte Entity* to inspect any of my personal or home computers, including smart phones, tablet computers, or any device, media or location capable of storing electronic data, to determine whether any *Deloitte Property* resides on such computers and to permit a *Deloitte Entity* to remove such *Deloitte Property*.

## **OTHER POST- EMPLOYMENT OBLIGATIONS**

**17. Transition of Work and Cooperation.** Upon termination of my *Employment* for any reason, I will cooperate with a *Deloitte Entity* in all matters relating to the completion of pending work and its orderly transfer. I will also cooperate fully with a *Deloitte Entity* in connection with any threat of or actual legal proceeding against a *Deloitte Entity* or any client, customer or licensor of a *Deloitte Entity* arising out of any matter with or of which I had contact or knowledge during my *Employment*.

**18. Notification of Post- Employment Obligations.** I agree that prior to accepting employment or affiliation with another firm or business I will advise such firm or business of my duties and obligations under this Employment Agreement. After my *Employment* ends, I agree that a *Deloitte Entity* shall be permitted to advise any firm or business with which I have accepted an offer of employment or affiliation concerning my duties and obligations under this Employment Agreement.

**19. Certification.** I agree that during or after my *Employment* I will, if requested, provide written certification in such form as the Employer may require that I have complied with my obligations hereunder, including, without limitation, those obligations set forth in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15 and 16 of this Agreement.

## **OUR ENFORCEMENT RIGHTS AND REMEDIES IN THE EVENT OF A BREACH**

**20. Equitable Relief and Attorney's Fees.** I acknowledge and agree that a breach of this Employment Agreement, including, but not limited to, a breach of my duties and obligations under the terms and conditions of Paragraphs 4, 5, 7, 8, 9, 10, 12, 14, 15 or 16 would cause irreparable harm to the *Deloitte Entities* and that, in addition to other remedies, the Employer on behalf of itself or another *Deloitte Entity* is entitled to a temporary restraining order, an injunction or other equitable relief to prevent any such breach. I also acknowledge that, to the extent permitted by law, a *Deloitte Entity* will be entitled to the payment of the *Deloitte Entities'* reasonable costs and attorney's fees incurred in enforcing this Employment Agreement. I also acknowledge that, to the extent permitted by law, the Employer may request that a court extend the one year period following the termination of my *Employment*, as provided in Paragraphs 12 and 15, to correspond with the period that I participated in activities prohibited by Paragraphs 12 and 15.

**21. Liquidated Damages: Client Fees.** I agree that in the event of a breach under Paragraph 12, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

**22. Liquidated Damages: Compensation.** I agree that the precise amount of damages flowing from a breach under Paragraph 15 would be impracticable or extremely difficult to ascertain in an actual amount. Therefore, I agree that in the event of a breach under Paragraph 15, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by or owed to any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

**23. Right of Inspection.** I agree to permit the Employer (or to use my best efforts to enable the Employer) to inspect my books and records (and the books and records of any entity which employs or is associated or affiliated with me), upon request and at reasonable times, to enable the Employer to confirm the calculations described above and to verify compliance with Paragraphs 12 and 15. The Employer shall keep confidential any proprietary information obtained, except as may be necessary or desirable to enable the Employer to enforce its rights under this Employment Agreement and except as may be required by any statute, court or administrative order to decree or government ruling or regulation.

**MISCELLANEOUS**

**24. Governing Law; Choice of Forum.** This Employment Agreement is deemed to have been executed in the Employer's office in **Hyderabad, Telangana, India** and will be construed and governed in accordance with the laws of the Republic of India without regard to its conflicts-of-law principles. You agree to submit to jurisdiction before any court of record in which the Employer's office to which you were assigned is located, or in which a breach of this Employment Agreement may occur, at the election of the Employer, and you waive any right to raise questions of personal jurisdiction or venue in any action the Employer may bring against you in any such court. You further agree to accept service of process/summons/legal notice from the Employer when that process/summons/legal notice is either sent to your last known address by certified mail or served by any other means permitted under the law of the jurisdiction in which the Employer may bring an action against you.

**25. Modifications.** My obligations hereunder may not be changed or modified, released, discharged, abandoned or terminated, in whole or in part, except by an instrument in writing signed by an *Authorized Signatory*.

**26. Severability.** Every provision of this Employment Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such term or provision will be enforced to the maximum extent permitted by law and, in any event, such illegality or invalidity shall not affect the validity of the remainder of the Employment Agreement.

**27. Blue-Penciling.** If any court determines that any provision of this Employment Agreement, or any part hereof, or the application of any such provision, or any part hereof, to any person or circumstance is unenforceable or void, such court shall have the power to modify such provision, or any part hereof, to the extent necessary to render it legal and enforceable while preserving its intent, or if such modification is not possible, by substituting therefore another provision that is legal and enforceable and that achieves the same objective.

**28. Waiver.** None of my obligations under this Employment Agreement shall be deemed to have been waived by the Employer except if the giving of such waiver is contained in a written notice given to me and no such waiver shall be deemed to be a waiver of any other or further obligation I have under this Employment Agreement.


**29. Entire Agreement.** This Employment Agreement, the Employer's employment application, the Terms and Conditions of Service issued pursuant to the offer of employment and any documentation employing me or transferring me to the Employer, contain the entire understanding between me and the Employer or any other *Deloitte Entity* with respect to the subject matter hereof and supersedes all prior representations, warranties, and agreements with respect to such subject matter, and no representations, warranties or other covenants exist with respect to such subject matter that are not contained or expressly referred to herein. Notwithstanding the foregoing, any written agreement between a *Deloitte Entity* and me with respect to the subject matter hereof that was signed by me prior to the effective date of this Employment Agreement shall remain valid and enforceable according to the terms of such agreement with respect to all acts and omissions occurring prior to the effective date of this Employment Agreement. In the event of a conflict between this Employment Agreement and the employment application or any other document purporting to set forth terms and conditions of my *Employment*, this Employment Agreement will control.

**30. Transfer and Assignment.** Unless as the Employer shall otherwise determine, the rights, obligations and benefits of the Employer under this Employment Agreement, including but not limited to those rights and benefits relating to my post-Employment obligations set forth in this Paragraph 30 and in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19 and 23 above, are transferred and assigned, in whole or in part (as the Employer shall determine) and without the need for my consent or the formality of documentation or prescribed processes, to (a) any *Deloitte Entity* in connection with my transfer to that *Deloitte Entity* or (b) any entity that acquires all or a part of the assets or business of the Employer. All provisions of this Employment Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, representatives, successors, and assigns of the Employer and me, and any *Deloitte Entity* to which I may be transferred during my *Employment*, provided, however, none of my duties or obligations under this Employment Agreement may be assigned or transferred by me to any other person or entity without the Employer's prior written approval of such assignment or transfer. Any purported assignments in violation of this Paragraph 30 shall be null and void.

**31. Headings.** The headings contained in this Employment Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Employment Agreement.

I have read the foregoing, understand it, and agree to comply with its terms.

**For Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
 6718FF75DA89400...

Pooja Madhani

**Talent**

**Authorized Signatory**

Effective as of , I accept all the terms and conditions of the Employer as stipulated in this Employment Agreement.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

**EXHIBIT A**

The definitions below apply to the italicized terms that appear in the Employment Agreement (including the exhibits):

**Attest Client** – attest client (or an affiliate of such client) of Deloitte & Touche LLP or a *Deloitte Entity*.

**Authorized Signatory** – a director, officer or other person who is authorized to sign on behalf of a *Deloitte Entity*.

**Confidential Information** – any information not generally known to the public, in any *Form*, that (1) relates to the operation of a *Deloitte Entity* or provides the *Deloitte Entities* with a competitive advantage, (2) consists of Personally Identifiable Information (*PII*) or other personal information about *Personnel*, client and other third party personnel, independent contractors, subcontractors, agents, vendors, suppliers or others which the Employer or another *Deloitte Entity* receives in the course of business, and (3) all other information entrusted to the Employer or another *Deloitte Entity* by clients and other third parties. *Confidential Information* includes, but is not limited to, *Intellectual Property*, supplier information, designs, business or marketing plans, forecasts and financial information, tax returns, tax identification numbers, agreements, client or prospective client lists, specific information about clients or prospective clients such as preferences for specific products and services, client or prospective client needs based on financial history and past purchases of services, client or prospective client development plans, specific rates charged to a client or offered to a prospective client and other business or client records. *Confidential Information* also includes, but is not limited to, debit or credit card information, employment applications, organization charts, performance ratings and other personnel records.

**Deloitte Entity** – the Employer, Deloitte LLP, and any corporation, company, partnership, limited liability company or other entity (a) that (i) is owned, directly or indirectly, in whole or in part, by Deloitte LLP (the “Deloitte U.S. Firms”), including but not limited to Deloitte LLP subsidiaries in India, the Deloitte Touche Tohmatsu verein, Deloitte Global Services Limited, Deloitte Global Services Holdings Limited, Deloitte Touche Tohmatsu Limited (“DTTL”) or any member firm of DTTL or affiliate thereof (collectively, the “DTTL Member Firms”) or (ii) controls, is controlled by or is under common control with any of the entities listed in clause (i); or (b) in which any *Personnel* participated on its behalf, or carried out any duties with respect to its affairs. For purposes of this Employment Agreement, the term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract, or otherwise.

**Deloitte Property** – *Confidential Information*, *Systems*, equipment, debit and credit cards issued in connection with my *Employment*, furniture, facilities and any and all other materials owned, licensed or leased by a *Deloitte Entity*, including, without limitation, computerized or electronic information and all copies thereof in any form or media, created by, furnished to, obtained by or prepared by me in the course of my employment in any capacity.

**Deloitte India (Offices of the US)** - The following companies shall be deemed to be the affiliates of each other and are collectively referred to as Deloitte India (Offices of the US): (i) Deloitte Consulting India Private Limited (ii) Deloitte Tax Services India Private Limited (iii) Deloitte Support Services India Private Limited (iv) Deloitte Financial Advisory Services India Private Limited and (v) Deloitte & Touche Assurance & Enterprise Risk Services India Private Limited.

**Electronic Communications** – all text, audio, video, images, information, data, files and attachments created, displayed, sent, received, posted, accessed or stored, whether deleted or not, by means of the *Systems*.

**Employment** – the nature of my relationship with the Employer or a *Deloitte Entity* pursuant to this Employment Agreement. Alternatively, and depending on context, *Employment* is the period of time during which this relationship persists.

**Form** - paper, computer disc, USB drive, website; any other tangible or electronic medium by which information may be stored or accessed; and human memory.

**Independence** – National Office (Independence) of Deloitte LLP.

**Intellectual Property** - works of authorship (including, without limitation, books, articles, data compilations, software and other copyrightable materials), materials, patents, inventions, designs, techniques, methodologies, processes, discoveries, know-how, ideas, trade secrets, moral rights, trademarks and other indicia of origin together with the goodwill therein, and all patent applications, copyright and trademark applications and registrations, and extensions and renewals thereof, throughout the world.

**Intellectual Property Rights** – all rights, title and interest in Intellectual Property.

**PCAOB** – the United States Public Company Accounting Oversight Board.

**Personal Creations** – *Intellectual Property* that meet all of the following criteria: (1) it is conceived, developed, and created by me on my own time without using *Deloitte Property* or *Personnel* (during work hours), facilities, *Confidential Information* or *Works* of a *Deloitte Entity*, (2) it is unrelated to the actual or reasonably anticipated business or research and development of a

*Deloitte Entity*, and (3) it does not result from any work performed by me and the *Personnel* (during work hours) for a *Deloitte Entity*.

**Personnel** – partners, principals, members, officers and employees of a *Deloitte Entity*.

**PII** – information (excluding business contact information such as an individual's name and one or more of the following: organization name, organizational title, organizational role, business address, business telephone number (including business cell phone number and business email address) relating to an identified or identifiable natural person. An identifiable natural person is a natural person who can be identified, directly or indirectly, by reference to an identification number or factors specific to his or her physical, physiological, mental, economic, cultural or social identity. Set forth below is a non-exclusive list of information that constitutes PII when such information relates to an identified or identifiable natural person:

- Account number (bank account, credit card, etc.)
- Address
- Biometric identifier
- Certificate or license number
- Date of birth
- Government identifiers (such as PAN)
- Name\*
- Personnel Number
- Photograph or video identifiable to an individual
- Vehicle identifier or serial number
- Other information related to an individual that may directly or indirectly identify that individual (e.g., salary, performance rating, purchase history, call history, etc.)

\* Note: When an individual's name is used with PII that is not business contact information, it is included in the definition of PII.

**Pre-existing Agreements or Arrangements** – agreements or arrangements that (1) relate to any *Pre-existing Creations*; or (2) may affect my ability to comply with the requirements of this Employment Agreement, including all contractual and other restrictions or obligations with other parties, including any post-employment restrictions and required notifications to the extent applicable under 18 United States Code §207, CFR 3.104-4, and India laws, rules and regulations that may or will impose limitations on my professional activities during my *Employment* (such as any non-compete agreements with prior employers and the one-year ban on lobbying contacts).

**Pre-existing Creations** – any *Intellectual Property* and *Intellectual Property Rights* that were developed or created by me, alone or with others, or otherwise acquired by me, before the period of my employment in any capacity with the Employer, in which I claim any ownership or right.

**Proceedings** – past or pending (1) actual or threatened claims or complaints of, or arising out of service to, present or former clients, (2) regulatory, self-regulatory, disciplinary, administrative, civil or criminal investigations, inquiries, charges, complaints, actions, sanctions, alternative dispute resolution proceedings, other proceedings or matters (other than criminal proceedings which relate solely to the operation of a motor vehicle) of any kind or nature, in India or any other jurisdiction, against me, including criminal proceedings arising out of my provision of professional services, proceedings brought by a professional association, or proceedings involving the Securities and Exchange Board of India, United States Securities and Exchange Commission or the PCAOB, other professional bodies like the Institute of Chartered Accountants of India or (3) matters of any kind or nature which could adversely affect my association with the Employer or my ability to perform my duties or responsibilities to the Employer, whether set forth in this Employment Agreement or otherwise, or my registration with or licensure by any governmental, quasi-governmental, or other regulatory agency, body or entity, in or outside the United States or India.

**Systems** – the communications systems or any part of such systems that a *Deloitte Entity* owns, licenses or operates and approves for use, including, but not limited to, e-mail, text messaging, Lotus Notes, Deloitte Online (eRoom), instant messaging, local area network, wide area network, Intranet (e.g., DeloitteNet, D Street), Internet, extranet, collaborative tools (e.g., blogs, wikis, etc.), laptop and desktop computers, servers, air cards, Personal Digital Assistants, cell phones, telephones and voicemail.

**Works** – all *Intellectual Property*, in any *Form*, created by me, alone or with others, during the period of my *Employment* that (1) is created within the scope of my *Employment*; (2) relates in any manner to the actual or anticipated business, research, or development of a *Deloitte Entity*; (3) results from any work assigned to or performed by me, alone or with others, for the Employer; or (4) is created with the use of *Deloitte Property*.



**EXHIBIT B****Pre-existing Creations; Pre-existing Agreements or Arrangements**

I understand and agree that the Employer makes no attempt to verify my claim of ownership to any of the *Pre-existing Creations* listed, and makes no admission that any *Pre-existing Creations* listed are owned by me.

[If yes, please enter details below]

Yes, I do have *Pre-existing Creations*, *Pre-existing Agreements or Arrangements*

No, I do not have *Pre-existing Creations*, *Pre-existing Agreements or Arrangements*

<b><u>Title</u></b>	<b><u>Date</u></b>	<b><u>Brief Description</u></b>
---------------------	--------------------	---------------------------------

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Print)

ACCEPTED AND AGREED TO:

**Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
6718FF75DA89400...

Pooja Madnani

**Talent**

Its: *Authorized Signatory*

\_\_\_\_\_  
Date

An *Authorized Signatory's* signature is required only if *Pre-existing Creations* or *Pre-existing Agreements* or *Arrangements* are listed pursuant to Paragraphs 2 and 11 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment made in light of Paragraph 2 that *Pre-existing Creations*, if any, are described and explained in sufficient detail so that the likelihood of confusion between the employee's *Pre-existing Creations* and the *Intellectual Property* of a *Deloitte Entity* can be avoided or minimized in the future and further indicates that the *Pre-existing Agreements* or *Arrangements* have been obtained and reviewed and that the *Authorized Signatory* is satisfied that such *Pre-existing Agreements* or *Arrangements* will not interfere with the employee's ability to comply with the requirements of this Employment Agreement.

**EXHIBIT C**

**Proceedings**

[none, unless otherwise specified]

Yes, I do have *Proceedings* to report

No, I do not have *Proceedings* to report

My signature below certifies that to the best of my knowledge, the information I have provided above, pursuant to Paragraph 3, is complete and accurate.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

**EXHIBIT D**

**Exceptions to Post-Employment Restrictions: re: Clients**

[none, unless otherwise specified]

As specified in Paragraph 13, I agree that after a period of three (3) years from my start date or the date of my employment, as the case may be, the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on Exhibit D to support the application of the obligations of Paragraph 12 to those clients.

Yes, I do have  
Post-Employment Restrictions  
re: Clients

No, I do not have  
Post-Employment Restrictions  
re: Clients

<u>Name of Client</u>	<u>Specified Kind of Services(s) Permitted</u>
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ACCEPTED AND AGREED TO:

**Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
6718FF75DA89400...

Pooja Madnani

**Talent**

Its:     Authorized Signatory	_____
	Date

I have read and understood the above policy terms.

_____	_____	_____
Signature	Name	Date

A n *Authorized Signatory's* signature is required only if information is provided pursuant to Paragraph 13 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment that criteria in Paragraph 13 have been fully satisfied, the clients listed have been properly identified, and the kinds of services permitted have been described with sufficient specificity.

## Terms and Conditions of Service

In continuation to our offer of employment with **Deloitte Tax Services India Private Limited** (the "Employer"), please note the terms and conditions of service.

The italicized terms in these Terms and Conditions of Service are defined in **Exhibit A** of the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement hereto.

### Terms of Service

#### 1. COMPLIANCE WITH INDEPENDENCE, ETHICS AND OTHER REQUIREMENTS

Deloitte & Touche LLP performs attest services for certain of its clients and is subject to the independence requirements of, among others, the United States Securities and Exchange Commission (SEC), the United States Public Company Accounting Oversight Board (PCAOB), and the American Institute of Certified Public Accountants (AICPA). These requirements mandate that certain of the Employer's employees and their relatives be independent of some or all of such attest clients and their affiliates in accordance with the policies of Deloitte LLP and its subsidiaries (the "Deloitte US Entities").

Upon joining the Employer, you will be asked to review a listing of the attest clients and the affiliates of such clients of certain of the Deloitte US Entities and disclose relationships or financial holdings that you or your relatives may have that could affect the independence of the Deloitte US Entities. Any relationships or holdings that conflict with, among other things, the requirements of the SEC, the PCAOB or the AICPA or the independence or ethics policies of the Deloitte US Entities will need to be resolved immediately. Further, you will be required to comply with these policies throughout your career with the Employer, including, when applicable, maintaining a current list of certain of your financial interests (but not their value) in the independence tracking system.

As a condition to your joining the Employer and continued employment, you are required to complete a representation regarding your understanding of, and compliance with, independence and other matters, on a periodical basis (as requested beginning on or prior to the date of you joining the Employer, annually thereafter, and upon certain changes in your role in the Employer), the details of which are provided in the independence representation. An example copy of this representation form is available for your reference on [www.deloittenet.com](http://www.deloittenet.com). The representation should be made to the best of your knowledge and ability. It is your responsibility to consult on any matter should you be uncertain or have a question. You are also requested to refer to [www.deloittenet.com](http://www.deloittenet.com) and *Independence* for more information in this respect. The representations made by you will be subject to an audit and may be reviewed by Deloitte LLP representatives and shared with certain third parties. If you are selected for such an audit, you will need to submit certain personal financial records to Deloitte LLP's internal audit team. Please be assured that Deloitte LLP fully intends to keep all information obtained through the audit process confidential and secure. You hereby give your consent to Deloitte LLP to use the information provided by you for such purposes as provided in the policies regarding independence and ethics.

In the event you (i) do not cooperate or comply with the independence requirements, or (ii) do not complete the necessary representations, or (iii) make inaccurate representation(s); you may be subject to disciplinary action including and up to termination of employment with the Employer.

Please feel free to contact or consult *Independence* should you require any further information or if you have any specific concerns in this respect.

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#### 2. NON DISCLOSURE, NON SOLICIT AND INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AGREEMENT ("Employment Agreement")

You will be expected to sign the Employer's Employment Agreement. Please contact Talent for further details.

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#### 3. HARRASSMENT POLICY

**Administrative Policy Release ("APR") 213** is the Employer's policy prohibiting harassment. Deloitte LLP's subsidiaries located in India ("Deloitte India (Offices of the US)") are committed to providing a working environment that is free from harassment based on caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis, in accordance with applicable Indian central, state or local law. Expressly forbidden are unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Depending on the circumstances, such harassment may also include conduct such as stereotyped or demeaning remarks or gestures or the display or circulation, whether in writing or electronically, of materials or pictures offensive to persons because of their caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis in accordance with applicable Indian central, state or local law. The full policy will be accessible to you on DeloitteNet after joining Deloitte U.S. India.

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#### 4. WORKING HOURS, HOLIDAYS, LEAVES AND MATERNITY BENEFITS

You will be provided with your standard working hours, which may vary over the course of your career. The Employer may, from time to time, subject to applicable laws, require the employee to work beyond these hours.

You shall be entitled to paid holidays and leave as per the Employer's policies.

Women employees are eligible for maternity benefits as per the recent amendments (2017) in the maternity benefit act, 1961, including having 26 weeks of maternity leave with pay, as applicable.

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#### 5. RETIREMENT AGE

The age of retirement for employees of Deloitte India (Offices of the US) is 60 years. Your employment will therefore automatically terminate at the end of the month in which you attain 60 years.

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#### 6. TRANSFERS

You may be transferred, assigned, or asked to attend training at the offices of a Deloitte Entity or its clients or third parties in India or abroad with or without additional compensation. In such an event, you will also be governed by the terms and conditions of service applicable to the transfer, assignment, or training.

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#### 7. NOTICE PERIOD FOR TERMINATION OF SERVICES

The notice period for termination of your services is **60 Days** by either side and/or salary in lieu of notice period on part of the Employer only.

The Employer expects all employees to maintain the highest standards of professional conduct at all times.

In order to assure orderly operations and provide the best possible work environment, the Employer expects you to follow rules of conduct that will protect the interests and safety of all personnel, including but not limited to the Code of Ethics and Professional Conduct.

In the event of any breach of the Code of Ethics and Professional Conduct, non-performance of a contractual obligation or the terms and conditions laid down in this Annexure, or if you engage in any misconduct whether or not in connection with or affecting the business or affairs of the Employer or the work conduct, as specified by Employer, you will be subject to disciplinary action up to and including termination of your services/ employment with the Employer without any notice or payment in lieu of notice notwithstanding any other terms and conditions stipulated herein.

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#### 8. MISCONDUCT

Misconduct may include but is not limited to:

- Irregular attendance: repeated or excessive absence, tardiness or early departures/ late comings without approval.
- Unreported or unapproved absence (including overstay of leave) for more than five consecutive days or deviation from assigned and accepted schedule for more than five days.
- Falsification or manipulation in background verification process or employment records, employment information, or other records prior to or after joining the Employer.
- Falsification or manipulation of Deloitte Time & Expense (DTE).
- Knowingly providing false statements, either verbally or in written form.
- Neglect of normal duties and functions.
- Practices such as reading personal materials during working time, having obscene or inappropriate posters or screen savers at your work station, playing games at your work station, etc.
- Continued discharge of work functions that do not meet the standards reasonably expected.
- Breach of the confidentiality provision in the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement including disclosing to any unauthorized person any *Confidential Information* or *PII*.
- Willful insubordination or disobedience, whether or not in combination with another, of any lawful and reasonable instructions of any member of management or any authorised person.
- Engaging in unapproved outside employment and activities as defined in APR 218 (US & IND)

([https://deloittenet.deloitte.com/About/Policies/Admin/Pages/218\\_OutsideEmploymentActivities\\_US.aspx](https://deloittenet.deloitte.com/About/Policies/Admin/Pages/218_OutsideEmploymentActivities_US.aspx)).

- Installing, downloading, copying or duplicating any unauthorized or unlicensed software, programs, games, or attachments on any computer system of the Employer or of any *Deloitte Entity* or its clients.
- Engaging in any illegal activities.
- Workplace violence, including threats of physical violence.
- Corporate credit card delinquencies.
- Causing damage to the property of the Employer, any *Deloitte Entity*, its clients, or their respective personnel
- Going on or abetting a strike in contravention of any law.
- Theft of any property belonging to another, the Employer or any *Deloitte Entity*, or their respective personnel, clients, or visitors
- Possession of firearms, explosives, knives or any instruments that can be used as an injurious or deadly weapon in the workplace or at any *Deloitte Entity* sponsored event.
- Corruption, fraud, or misappropriation of funds.
- Failure to comply with the policies, guidelines, rules and regulations of the Employer or a *Deloitte Entity* as applicable.
- Excessive personal use of the Employer's telephone, fax or computer systems.
- Failure to adhere to applicable laws.
- Any act prejudicial to or in conflict with the interests of the Employer or a *Deloitte Entity*.

The above terms and conditions are based on, and should be read in conjunction with, the Employer's policies, guidelines, procedures and other rules currently applicable, including but not limited to Administrative Policy Releases (APRs) and Deloitte India (Offices of the US)'s other policies, guidelines, rules, and regulations. The above rules are subject to amendments from time to time and the amended rules, policies, procedures, and guidelines would be posted on the Employer's Intranet site i.e. <https://deloittenet.deloitte.com/Pages/Home.aspx> for employee reference. The policies will be updated from time to time in the future and we deem to have your consent to any and all such changes. Furthermore, upon acceptance of employment with the Employer, you may be requested to read and acknowledge acceptance of various policies and guidelines of the Employer. It is expected that you will read and acknowledge all such communications.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name



### Training Agreement

On behalf of **Deloitte Tax Services India Private Limited**, please accept our congratulations on your recent offer of employment to join the Company as **Tax Consultant I** pursuant to the terms and conditions of your offer letter dated **August 26, 2024**. You made a very favorable impression with everyone you met and we are excited about the possibility of you joining the Company.

As you may be aware, as a condition of employment with the Company, you may be required to travel Overseas to attend a series of training sessions for a period of up to 90 days. This training will be a combination of classroom procedural training as well as on-site training to observe employees conducting similar work at various client locations. This training represents the confidence we have in your ability to be a valuable member of the practice of the Company.

As per Company policy, we kindly bring to your attention that all employees attending training overseas are required to sign a Training Agreement which will obligate the employee to repay a calculated amount of the costs associated with the training, only if the employee resigns his/her position or are terminated for cause within a specified period after completion of the training (usually between 6 to 18 months). This repayment obligation disappears after the specified period of time has lapsed. We all look forward to seeing you again soon and having you join our team of outstanding professionals.

Sincerely,

For **Deloitte Tax Services India Private Limited**

DocuSigned by:

*Pooja Madhuni*

6718FF75DA89400...

By:

Signature

**Authorized Signatory**



**Deloitte Tax Services India Private Limited**  
**Deloitte Tower Survey No. 41 Gachibowli Village, Ranga**  
**Reddy District, CIRCLE 3, Hyderabad - 500032, Telangana,**  
**India**

**Tel: +91 040 67621000**  
**www.deloitte.com**

**Subject: Offer of Employment**

**Dear SUDEEP SINGH C:**

On behalf of **Deloitte Tax Services India Private Limited** (the "Employer" or "Company"), I am pleased to confirm our offer of employment to you as **Tax Consultant I** based in **Hyderabad**.

We extend this offer, and the opportunity it represents, with great confidence in your abilities. You have made a very favorable impression with everyone you met and we are excited with the prospect of you joining our organization on **JUNE 26, 2022**.

Your immediate manager will communicate details of your role and work responsibilities in the initial weeks of your joining the Employer. During your employment, the Company may require you to work on any project that you are assigned to, on any technical platforms/skills and nature of the project, in differentiated work timing, at designated work space and location as may be decided by the company.

As part of your annual compensation, you will receive a Total Salary of **Rs 382500** and, will be eligible for a performance linked variable bonus. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount could vary depending upon the business and individual performance each fiscal year and, in some situations, could exceed the payout range indicated. Any amounts paid will be subject to statutory and other deductions as per Employer policies and practices. The details of your compensation breakdown are provided in the attached Annexure A.

As an incentive to join the Company, you are eligible to receive a joining bonus of **Rs./₹ 100,000/-** subject to your reporting for full-time employment on **JUNE 26, 2022**. This amount will attract applicable taxes and will be processed as part of your first month's payroll. You will have an obligation to repay the entire amount of your joining bonus if you resign your position or are terminated for cause by the Company within **12 months** of your start date.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

Your employment with us will be governed by the Terms and Conditions as detailed in **Annexure B**, as well as any and all rules, regulations, guidelines, policies and practices of the Employer, which may be amended from time to time. Deloitte LLP and its U.S.-based subsidiaries (the "Deloitte U.S. Firms") requires their employees to make the necessary representations regarding independence and other matters. Because the Employer is an Indian subsidiary of Deloitte LLP, we must also comply with these independence requirements. Accordingly, this offer is conditional upon you agreeing to make such representations under the Employer's Independence Representations requirements, as further explained in **Annexure B**.

Your compensation details are confidential, and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization. We would like you to join the Employer on, or an alternative mutually agreed upon date.

This offer letter, together with the Annexures described herein, and the Non-Disclosure, Non Solicit and Intellectual Property Rights Assignment Agreement, the Information Security Policy (which you are required to sign upon joining), constitute the entire agreement between the parties with respect to the subject matter of this offer, and supersedes all other previous or contemporaneous oral or written representations, understandings or agreements relating to the subject matter of this offer between you and the Employer or its affiliates.




In compliance with applicable laws, Deloitte India (Offices of the US) provides its professionals with home pick-up and drop transport services within **pre-defined** boundary if their shift timings are between 8:30 p.m. - 6:00 a.m. in Hyderabad, 9:00 p.m. - 6:00 a.m. in Mumbai, Pune; 7:00 p.m. – 6:00 a.m. in Gurugram, 8:00 p.m. - 6:00 a.m. in Bengaluru, Chennai, and Kolkata.

This letter and **Deloitte Tax Services India Private Limited** employment application are intended to be final. To accept the offer and the terms of this letter, please sign below in the space provided within three business days.

everyone you have interviewed with joins me in extending to you congratulations and warm regards. We look forward to you joining our team.

Sincerely,

**For Deloitte Tax Services India Private Limited**  
Best regards,

By:   
Signature

**Authorized Signatory**

**Acceptance**

Signature

Date

**Annexure A****Tax Consultant I -**

<b>Description</b>	<b>Monthly</b> (Rs. per month)	<b>Annual</b> (Rs. per Annum)
Basic Pay	<b>17,500</b>	<b>210,000</b>
House Rent Allowance (HRA)	<b>8,750</b>	<b>105,000</b>
Special Allowance <sup>1a &amp; 1b</sup>	<b>11,867</b>	<b>142,404</b>
Leave Travel Allowance <sup>2</sup>	<b>1,750</b>	<b>21,000</b>
Differential Allowance	<b>5,833</b>	<b>69,996</b>
Meal Card <sup>3</sup>	<b>2,200</b>	<b>26,400</b>
Employer's contribution to PF	<b>2,100</b>	<b>25,200</b>
<b>Total Salary (in Rs.)</b>	<b>50,000</b>	<b>600,000</b>
Variable Bonus*	You are eligible for a performance linked variable bonus. It will be paid out at the end of the fiscal year, as applicable and on the basis of your individual performance and performance of the business	
Medical Insurance Premium <sup>4</sup>	<b>3,014</b>	<b>36,167</b>

\*The Variable Bonus will vary, primarily based on your individual performance and the performance of the business, during the Employer's fiscal year which is June through May. Your performance will be formally assessed as a part of the Employer Performance Review Cycle Process. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount will vary depending upon the business and individual performance and in some circumstances, could exceed the payout range indicated. The performance of all the employees who have joined the Employer prior to March 1st will be assessed for the fiscal year ending in May. The disbursement of a Variable Bonus, if applicable, is subject to you being active on the rolls of the Employer, during the Annual Incentive Program payout cycle for the fiscal year. For employees joining during the period March 1st to May 30th, a prorated Variable Bonus, if applicable, will be based on the first year-end review ratings in the subsequent year and paid during the Annual Incentive Program payout cycle of that year. The Variable Bonus will not be paid in the event of termination of employment for any reason on or before the disbursement time. The application and interpretation of, and any determinations related to, the Variable Bonus is at the sole discretion of Employer. Employer may amend or terminate the Variable Bonus at any time. All compensation and benefits are based on employee's position with the Employer in India.

Contd/-....

Annexure A

<sup>1</sup>All employees may claim tax exemption, subject to tax rules from time to time, from their Special Allowance component, expenses incurred towards communication and Driver / Fuel & Maintenance Expenses as per eligibility mentioned below:

**Employee Level -  
Tax Consultant I**

<sup>1a</sup>Communication Expenses

<sup>1b</sup>Fuel Expenses

Only one Post paid mobile, one Land Phone  
and One internet connection bill(s) can be  
claimed.

Petrol / Driver / Insurance / Repairs &  
Maintenance

**Rs./₹ 3,000/-** per month

**Rs./₹ 7,500/-** per month

<sup>1a</sup> The internet/telephone/mobile bills should be in the Employee's name.

<sup>1b</sup> For claiming vehicle running expenses (Driver / Fuel / Repairs & Maintenance expenses) the vehicle has to be in the name of the Employee and the current tax rules are as under. The above limits will be applicable for all those who are on company car lease program and the below limits will apply for all those who are on self-owned car. In case of company leased car, taxability would be as per the current perquisite valuation rules.

Nature of Expenses	Own Vehicle –Maximum Tax exemption limit per month		
	4 Wheelers (Engine Capacity)		
	<= 1600 cc	> 1600 cc	Two Wheelers
Fuel & Maintenance	Rs. 1,800	Rs. 2,400	Rs. 900
Driver's Salary	Rs. 900	Rs. 900	Not applicable

All employees at and above **Senior Staff** are eligible for the company car lease program. If you choose to avail of this benefit, the amount towards lease rental will be paid by the firm on your behalf to the leasing company and your compensation structure will be adjusted accordingly. A revised letter with the new compensation structure will be issued that will supersede this letter for all practical purposes.

<sup>2</sup> The Leave Travel Allowance (LTA) will be paid on a monthly basis as an allowance with tax deducted at source. If you choose to avail the tax benefit on LTA, you should submit proof of expenses incurred by you for Self and / your immediate dependents. The taxability or otherwise of LTA will be as per the Income Tax Act 1961, details of which will form part of the LTA Form.

<sup>3</sup> Meal Card amount will be credited at the start of each month and for the first month (For New Hires) prorated amount will be processed as part of payroll. If not collected, it will be processed as a taxable amount with the salary.

<sup>4</sup> Annual Floating Medical Insurance Coverage for self and **6 dependents** is being paid by the Employer on your behalf. The premium amount is subject to change every year post renewal of insurance policy. In case you opt for an enhancement of the coverage limit, the additional premium will be adjusted accordingly from the special allowance.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

You may also be eligible to either a One-time Stipend or a temporary lodging basis joining the registered office location, you will receive a survey from Deloitte prior to your joining.

You may select the best option for availing the relocation assistance. If an employee who has availed this reimbursement decides to quit within 18 months from the date of relocation claim for whatever reason, the relocation reimbursement paid to the employee will be recovered in full, from the employee's full and final settlement.

By joining the Company, you will become a member under the 'Deloitte USI Employees Welfare Trust' and may be required to make a nominal contribution as a member.

Original bills towards the above components should be submitted during the Income Tax fiscal period evidencing the expenditure to get Income Tax exemption, failing which the same will attract applicable Income Tax.

Submission of false, tampered or altered bills as proof of expense for any of the above components will result in disciplinary action including termination of employment.

**Your compensation above is subject to income tax deduction per rules and guidelines prescribed under the prevailing tax laws. This may change from time to time in line with the amendments done in tax laws.**



## Annexure B

### **Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement ("Employment Agreement")**

In consideration of my employment by **Deloitte Tax Services India Private Limited**, an Employer incorporated under the provisions of the Companies Act, 1956 and having its registered office **Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District, CIRCLE 3, Hyderabad - 500032, Telangana, India** (the "Employer") as **Tax Consultant I** - and other valuable consideration, I acknowledge and agree that:

#### **PRELIMINARY MATTERS**

**1. Defined Terms.** The italicized terms in this agreement (the "Employment Agreement") are defined in **Exhibit A** hereto.

**2. Pre-existing Agreements or Arrangements.** I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Agreements or Arrangements*. The Employer expects me to abide by all restrictions or obligations that are contained in such Pre-existing Agreements or Arrangements and to avoid involvement, while employed by the Employer, in any matter that could pose a conflict as a result of confidential information or intellectual property obtained by me prior to my *Employment*. I further represent that none of these restrictions or obligations, including those set forth in any non-compete agreements with prior employers, is inconsistent with my acceptance of the Employer's offer of *Employment* or my becoming, and serving as, **Tax Consultant I** of the Employer. To the extent applicable and if I am joining the Employer after having served as an employee or official of the United States Government, I further represent that: (1) I have disclosed my prior participation, if any, in any discussions or negotiations with, or decisions to award contracts to, the Deloitte U.S. Firms while I was employed by the United States Government; and (2) I had either recused myself or had not played an active role in the applicable United States Government agency's decision to award any contracts to the Deloitte U.S. Firms while I was employed by the United States Government.

#### **PROTECTION OF OUR BUSINESS**

**3. Reporting of Proceedings.** Except as provided by law and except as I have disclosed in writing on **Exhibit C** to this Agreement, I represent and warrant that I have no *Proceedings* to report. Should I become a subject of any *Proceedings* during my association with the Employer, I agree to immediately report, in writing, all relevant facts to the Chief Talent Officer of Deloitte LLP, the Regional Talent Director of the Employer, and the Chief Ethics and Compliance Officer of Deloitte LLP. I understand that my responses are subject to audit and review by the Employer and others in accordance with applicable professional, ethical, legal, or Employer requirements, rules, regulations, policies, or practices, or other requests.

**4. Confidentiality.** I acknowledge that, by virtue of my *Employment*, I will acquire and be exposed to, have access to, make use of and/or create *Confidential Information*. Therefore, I agree to hold in trust and confidence all such *Confidential Information*. I will neither disclose any such *Confidential Information* to anyone outside a *Deloitte Entity* without the prior written approval of an *Authorized Signatory*, except as required by my authorized duties for the Employer, nor use any such *Confidential Information* for any purpose other than for the benefit of a *Deloitte Entity*.

**5. Third Party Information and Property.** I agree that during my *Employment*, I shall not use or disclose any confidential information or intellectual property of any former employer or other person or entity without the prior written authorization of such employer, person or entity and the prior written consent of an *Authorized Signatory*. If I were to use or disclose any such Confidential Information or Intellectual Property without prior consent, and any of the *Deloitte Entities* become the subject of any claim from a third party regarding such unauthorized use or disclosure, I agree to hold harmless and indemnify the *Deloitte Entities* for any legal defense costs and/or damages related to any such claim.

**6. Authorization.** Only employees of the Employer holding a senior or managerial position with the Employer will be authorized by a specific authorization, delegation, or power of attorney to sign legal documents, representing the Employer. Similarly, only such authorized employees of the Employer may speak about the Employer, the business and plans, various client-related projects etc.

**7. Competing Activities and Conflict of Interest.** During the period of my *Employment* I will not, directly or indirectly, participate in or in any way render services or assistance to any business that is or may be competitive with a *Deloitte Entity*, whether or not for compensation, or engage in any conduct which might result in, or create the appearance of using my position for private gain or other than for the benefit of a *Deloitte Entity*, or otherwise create a conflict, or the appearance of a conflict, of interest with a *Deloitte Entity*. Such conduct shall include, but not be limited to, having an undisclosed financial interest in any vendor or supplier of a *Deloitte Entity*, accepting payments of any kind or gifts other than of a nominal value from vendors, clients or suppliers, or having an undisclosed relationship with a family member or other individual who is employed or

associated with any entity in active or potential competition with a *Deloitte Entity*, and which creates a conflict of interest. I represent and warrant that I am not currently aware of any present or past violation of this provision.

**8. Authorization to Access Systems and Electronic Communications and use of Deloitte Property.** I understand that while employed with a *Deloitte Entity*, I will use and have access to the Systems. I also acknowledge that a *Deloitte Entity* has the right at any time to access, retrieve, delete, monitor, examine, use and/or disclose my Electronic Communications and information from (or about) me and the content, without notice to me, and that such *Electronic Communications* are considered part of a *Deloitte Entity's* business and client records and are not to be considered private or personal to me or any other *Personnel*. I further acknowledge that this right extends to *Electronic Communications* transmitted for either a business or personal purpose.

I agree that I am authorized to access the *Systems* only for approved business purposes and occasional personal use if such use does not interfere with my work responsibilities and other required business activities, business operations, or *Systems* performance. However, I also acknowledge that such occasional personal use does not create an expectation of privacy as to any of my personal *Electronic Communications* and, as such, are *Deloitte Property*.

I further acknowledge that I am not authorized to use the *Systems* for personal gain or any illegal or unethical use. I agree that under no circumstances am I authorized to access any of the *Systems* for the purpose of obtaining *Deloitte Property* for a competitor of a *Deloitte Entity*, transmitting *Deloitte Property* to me (e.g., emailing *Confidential Information* to my personal email address) or to a third party for purposes other than furthering the business objectives of a *Deloitte Entity*. I am not authorized to download a *Deloitte Entity's Confidential Information* or other *Deloitte Property* to removable media such as a CD Rom, disk or thumb drive other than as authorized for furthering the business objectives of a *Deloitte Entity*.

I will be responsible for the safe keeping and return in good condition and order of all the *Deloitte Property* that may be in my use, custody, care or charge. For the loss of any *Deloitte Property* in my possession or custody or for which I have been assigned responsibility, the Employer will have a right to assess on its own basis and recover from me, the damages in respect of such materials (out of the amounts due to me or otherwise) and to take such other legal action as it deems appropriate including termination of my employment without notice or payment in lieu thereof in the event of my failure to account for such material or property to its satisfaction.

**9. Security.** I am provided with a worktable and lockable storage space. I will ensure they are locked when unattended and understand that a duplicate key will only be provided if I sign for it. I am required to display my identity card to the appropriate security personnel on demand and at all times within the office premises.

**10. Ownership of Works.**

a. I agree that the Employer owns all rights, title and interest in and to all *Works*.

b. I agree that all *Works* are deemed works made for hire under India copyright or applicable laws or equivalent laws of any applicable foreign jurisdiction, and all *Intellectual Property Rights* therein vest automatically in the Employer upon creation of the *Works*. I agree that, to the extent any *Work* is held not to be a work made for hire, I hereby irrevocably assign all *Intellectual Property Rights* in the *Work* to the Employer. Notwithstanding anything contained in Section 19(4) of the Indian Copyright Act, 1957, I agree that such assignment shall continue to be in force for perpetuity irrespective of whether or not the Employer exercises its rights as the assignee for any period of time.

c. I will at all times, even after termination of my *Employment*, do whatever the Employer reasonably requests of me, at the Employer's expense, to document the assignment of any *Works* to the Employer or to assist the Employer in pursuing, renewing, extending or assigning any *Intellectual Property Rights*, and otherwise perfecting, protecting and enforcing said *Intellectual Property Rights* in, any *Works*. I agree that, as between me and the Employer, the Employer shall be the sole author, inventor, and owner of all such *Works* and *Intellectual Property Rights* therein throughout the world, and that the Employer shall have the sole right to seek copyright registrations, patents or trademark registrations, including all extensions and renewals thereof. I also hereby agree that I waive all moral rights in any *Works*.

I also agree to assign all my right, title and interest in and to any particular *Works* to a third party as directed by the Employer.

In the event the Employer is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraphs, I hereby irrevocably designate and appoint the Employer and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and in my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraphs with the same legal force and effect as if executed by me. I hereby waive any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any *Works* assigned hereunder to the Employer.

d. During a 12 month period after termination of my *Employment*, I agree that any *Intellectual Property* I create or conceive that results from and is related to any work assigned to or performed by me for the Employer, or that was created using *Deloitte Property*, is a *Work* that is subject to Paragraph 10 (b) above. For purposes of clarification, the foregoing provision is in addition to, and not in limitation of, any rights and remedies the Employer may have under the applicable laws protecting *Intellectual*

*Property of the Deloitte Entities.*

e. I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Employer) of all *Works* developed by me during the period of my employment with the Employer, which records shall be available to and remain the sole property of the Employer at all times.

**11. Pre-existing Creations; Personal Creations.** My obligations in Paragraph 10 do not apply to *Pre-existing Creations* and *Personal Creations*. I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Creations*. I acknowledge and agree that I will not assert any ownership rights against the *Deloitte Entities*, or their respective clients, with respect to any *Pre-existing Creations* unless they appear on **Exhibit B**, and **Exhibit B** has been accepted and agreed to by an *Authorized Signatory* who has signed at the bottom of such **Exhibit B**. I further agree that I shall not use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment* without the prior written consent of an *Authorized Signatory*. To the extent that I use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment*, I agree that, except as otherwise provided in a written agreement executed by me and the Employer, I hereby grant to the Employer an irrevocable, royalty free, perpetual, fully paid up, transferable, sub-licensable license to use, reproduce, distribute, display, perform, modify and create derivative works of and otherwise exploit such *Pre-existing Creations* or *Personal Creations* for any purpose including, but not limited to, client engagements.

**12. Post- Employment Restrictions re: Clients.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or serving of certain clients related to my work for a *Deloitte Entity* would necessarily involve the unauthorized use or disclosure of *Confidential Information*, and the proprietary relationships and goodwill of the *Deloitte Entities*, and, in the case of my serving of certain clients, could compromise the full compliance of the Employer or another *Deloitte Entity* with the applicable laws, rules and regulations of a U.S. or India regulatory body or other independence-related requirement of a regulatory body. Accordingly, during the period of my *Employment* and for a period of one year thereafter, I will not, directly or indirectly, solicit or provide services to any existing client of a *Deloitte Entity* with which I had personal contact and provided services during the two-year period prior to termination of my *Employment*.

**13. Exceptions to Post- Employment Restrictions re: Clients.** I understand that the obligations of Paragraph 12 will not apply for a period of three (3) years after my start date or the date of my promotion or transfer to clients of a *Deloitte Entity* and/or certain specified kinds of services rendered to such clients that meet all of the following criteria: (a) are personal clients of mine who came to a *Deloitte Entity* solely to avail themselves of certain specified kinds of services rendered by me and only as a result of my own independent recruitment efforts, which a *Deloitte Entity* neither subsidized nor otherwise financially supported as part of a program of client development, (b) are listed on **Exhibit D** expressly by name with respect to client and with sufficient specificity with respect to the kinds of service(s) that I will be permitted to render, and (c) are accepted and agreed to as to their listing on **Exhibit D** by an *Authorized Signatory* who has signed at the bottom of such Exhibit. I agree that after a period of three (3) years from my start date or the date of my promotion or transfer the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on **Exhibit D** to support the application of the obligations of Paragraph 12 to those clients.

**14. Future Employment with Clients.** Except as otherwise provided herein, I understand that I am not prohibited from accepting employment with a client (or an affiliate of such client) of a *Deloitte Entity*. Before entering into substantive discussions with an *Attest Client* regarding any employment opportunity, I acknowledge and agree that during my *Employment* and for five years thereafter I must first notify *Independence* and obtain prior written approval from *Independence*. I acknowledge and understand that it is the intent of the Employer to interpret and apply this provision (a) in an effort to ensure the full compliance of the *Deloitte Entities* with applicable U.S. and India laws, rules, and regulations; (b) to serve the public interest; and (c) to protect the legitimate interests of the *Deloitte Entities* or their respective *Attest Clients* under applicable U.S. or India laws, rules and regulations in a manner that is no greater than is reasonably necessary to protect such interests and without being unduly harsh and oppressive to me and my interests in future employment with an *Attest Client*. Further, I acknowledge and agree that because of, among other things, the importance of the *Deloitte Entities* remaining in compliance with applicable independence rules, such approval may be withheld by *Independence* in the event that my employment with an *Attest Client* would, in the view of Deloitte LLP, be inconsistent with applicable laws, rules and regulations or jeopardize the independence of a *Deloitte Entity* with respect to such *Attest Client*.

**15. Restrictions re: Personnel and Contractors.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or hiring or of any of its *Personnel* or contractors of the *Deloitte Entities*, or my participation in their hiring, admission or retention, would necessarily involve the unauthorized use or disclosure of *Confidential Information* or the proprietary relationships and goodwill of the *Deloitte Entities*. Accordingly, during my *Employment* and for one year thereafter, I will not, directly or indirectly, (a) solicit or attempt to solicit, or participate in the solicitation of or any attempt to solicit any *Personnel* to leave a *Deloitte Entity*, or to join any firm or business with which I may be or become affiliated; (b) participate in the hiring or admission of any *Personnel*; or (c) cause a contractor of a *Deloitte Entity* to cease providing services to, with, or on behalf of the *Deloitte Entity*.

**16. Post- Employment Restrictions re: Deloitte Property.** Upon termination of my *Employment*: (a) I will not use or disclose *Deloitte Property*, including, but not limited to, *Confidential Information* and *Works*, for any purpose; (b) I will not retain or take with me any *Deloitte Property*; (c) I will immediately deliver to a *Deloitte Entity* at any location that it designates, at my expense, within one business day after the termination of my *Employment* or on an alternate date designated by a *Deloitte*

*Entity*, any *Deloitte Property* that I may then or thereafter hold or control; and (d) I agree to allow a *Deloitte Entity* to inspect any of my personal or home computers, including smart phones, tablet computers, or any device, media or location capable of storing electronic data, to determine whether any *Deloitte Property* resides on such computers and to permit a *Deloitte Entity* to remove such *Deloitte Property*.

## **OTHER POST- EMPLOYMENT OBLIGATIONS**

**17. Transition of Work and Cooperation.** Upon termination of my *Employment* for any reason, I will cooperate with a *Deloitte Entity* in all matters relating to the completion of pending work and its orderly transfer. I will also cooperate fully with a *Deloitte Entity* in connection with any threat of or actual legal proceeding against a *Deloitte Entity* or any client, customer or licensor of a *Deloitte Entity* arising out of any matter with or of which I had contact or knowledge during my *Employment*.

**18. Notification of Post- Employment Obligations.** I agree that prior to accepting employment or affiliation with another firm or business I will advise such firm or business of my duties and obligations under this Employment Agreement. After my *Employment* ends, I agree that a *Deloitte Entity* shall be permitted to advise any firm or business with which I have accepted an offer of employment or affiliation concerning my duties and obligations under this Employment Agreement.

**19. Certification.** I agree that during or after my *Employment* I will, if requested, provide written certification in such form as the Employer may require that I have complied with my obligations hereunder, including, without limitation, those obligations set forth in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15 and 16 of this Agreement.

## **OUR ENFORCEMENT RIGHTS AND REMEDIES IN THE EVENT OF A BREACH**

**20. Equitable Relief and Attorney's Fees.** I acknowledge and agree that a breach of this Employment Agreement, including, but not limited to, a breach of my duties and obligations under the terms and conditions of Paragraphs 4, 5, 7, 8, 9, 10, 12, 14, 15 or 16 would cause irreparable harm to the *Deloitte Entities* and that, in addition to other remedies, the Employer on behalf of itself or another *Deloitte Entity* is entitled to a temporary restraining order, an injunction or other equitable relief to prevent any such breach. I also acknowledge that, to the extent permitted by law, a *Deloitte Entity* will be entitled to the payment of the *Deloitte Entities'* reasonable costs and attorney's fees incurred in enforcing this Employment Agreement. I also acknowledge that, to the extent permitted by law, the Employer may request that a court extend the one year period following the termination of my *Employment*, as provided in Paragraphs 12 and 15, to correspond with the period that I participated in activities prohibited by Paragraphs 12 and 15.

**21. Liquidated Damages: Client Fees.** I agree that in the event of a breach under Paragraph 12, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

**22. Liquidated Damages: Compensation.** I agree that the precise amount of damages flowing from a breach under Paragraph 15 would be impracticable or extremely difficult to ascertain in an actual amount. Therefore, I agree that in the event of a breach under Paragraph 15, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by or owed to any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

**23. Right of Inspection.** I agree to permit the Employer (or to use my best efforts to enable the Employer) to inspect my books and records (and the books and records of any entity which employs or is associated or affiliated with me), upon request and at reasonable times, to enable the Employer to confirm the calculations described above and to verify compliance with Paragraphs 12 and 15. The Employer shall keep confidential any proprietary information obtained, except as may be necessary or desirable to enable the Employer to enforce its rights under this Employment Agreement and except as may be required by any statute, court or administrative order to decree or government ruling or regulation.

**MISCELLANEOUS**

**24. Governing Law; Choice of Forum.** This Employment Agreement is deemed to have been executed in the Employer's office in **Hyderabad, Telangana, India** and will be construed and governed in accordance with the laws of the Republic of India without regard to its conflicts-of-law principles. You agree to submit to jurisdiction before any court of record in which the Employer's office to which you were assigned is located, or in which a breach of this Employment Agreement may occur, at the election of the Employer, and you waive any right to raise questions of personal jurisdiction or venue in any action the Employer may bring against you in any such court. You further agree to accept service of process/summons/legal notice from the Employer when that process/summons/legal notice is either sent to your last known address by certified mail or served by any other means permitted under the law of the jurisdiction in which the Employer may bring an action against you.

**25. Modifications.** My obligations hereunder may not be changed or modified, released, discharged, abandoned or terminated, in whole or in part, except by an instrument in writing signed by an *Authorized Signatory*.

**26. Severability.** Every provision of this Employment Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such term or provision will be enforced to the maximum extent permitted by law and, in any event, such illegality or invalidity shall not affect the validity of the remainder of the Employment Agreement.

**27. Blue-Penciling.** If any court determines that any provision of this Employment Agreement, or any part hereof, or the application of any such provision, or any part hereof, to any person or circumstance is unenforceable or void, such court shall have the power to modify such provision, or any part hereof, to the extent necessary to render it legal and enforceable while preserving its intent, or if such modification is not possible, by substituting therefore another provision that is legal and enforceable and that achieves the same objective.

**28. Waiver.** None of my obligations under this Employment Agreement shall be deemed to have been waived by the Employer except if the giving of such waiver is contained in a written notice given to me and no such waiver shall be deemed to be a waiver of any other or further obligation I have under this Employment Agreement.


**29. Entire Agreement.** This Employment Agreement, the Employer's employment application, the Terms and Conditions of Service issued pursuant to the offer of employment and any documentation employing me or transferring me to the Employer, contain the entire understanding between me and the Employer or any other *Deloitte Entity* with respect to the subject matter hereof and supersedes all prior representations, warranties, and agreements with respect to such subject matter, and no representations, warranties or other covenants exist with respect to such subject matter that are not contained or expressly referred to herein. Notwithstanding the foregoing, any written agreement between a *Deloitte Entity* and me with respect to the subject matter hereof that was signed by me prior to the effective date of this Employment Agreement shall remain valid and enforceable according to the terms of such agreement with respect to all acts and omissions occurring prior to the effective date of this Employment Agreement. In the event of a conflict between this Employment Agreement and the employment application or any other document purporting to set forth terms and conditions of my *Employment*, this Employment Agreement will control.

**30. Transfer and Assignment.** Unless as the Employer shall otherwise determine, the rights, obligations and benefits of the Employer under this Employment Agreement, including but not limited to those rights and benefits relating to my post-Employment obligations set forth in this Paragraph 30 and in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19 and 23 above, are transferred and assigned, in whole or in part (as the Employer shall determine) and without the need for my consent or the formality of documentation or prescribed processes, to (a) any *Deloitte Entity* in connection with my transfer to that *Deloitte Entity* or (b) any entity that acquires all or a part of the assets or business of the Employer. All provisions of this Employment Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, representatives, successors, and assigns of the Employer and me, and any *Deloitte Entity* to which I may be transferred during my *Employment*, provided, however, none of my duties or obligations under this Employment Agreement may be assigned or transferred by me to any other person or entity without the Employer's prior written approval of such assignment or transfer. Any purported assignments in violation of this Paragraph 30 shall be null and void.

**31. Headings.** The headings contained in this Employment Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Employment Agreement.

I have read the foregoing, understand it, and agree to comply with its terms.

**For Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
 6718FF75DA89400...

Pooja Madhani



**Talent**

**Authorized Signatory**

Effective as of , I accept all the terms and conditions of the Employer as stipulated in this Employment Agreement.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

**EXHIBIT A**

The definitions below apply to the italicized terms that appear in the Employment Agreement (including the exhibits):

**Attest Client** – attest client (or an affiliate of such client) of Deloitte & Touche LLP or a *Deloitte Entity*.

**Authorized Signatory** – a director, officer or other person who is authorized to sign on behalf of a *Deloitte Entity*.

**Confidential Information** – any information not generally known to the public, in any *Form*, that (1) relates to the operation of a *Deloitte Entity* or provides the *Deloitte Entities* with a competitive advantage, (2) consists of Personally Identifiable Information (*PII*) or other personal information about *Personnel*, client and other third party personnel, independent contractors, subcontractors, agents, vendors, suppliers or others which the Employer or another *Deloitte Entity* receives in the course of business, and (3) all other information entrusted to the Employer or another *Deloitte Entity* by clients and other third parties. *Confidential Information* includes, but is not limited to, *Intellectual Property*, supplier information, designs, business or marketing plans, forecasts and financial information, tax returns, tax identification numbers, agreements, client or prospective client lists, specific information about clients or prospective clients such as preferences for specific products and services, client or prospective client needs based on financial history and past purchases of services, client or prospective client development plans, specific rates charged to a client or offered to a prospective client and other business or client records. *Confidential Information* also includes, but is not limited to, debit or credit card information, employment applications, organization charts, performance ratings and other personnel records.

**Deloitte Entity** – the Employer, Deloitte LLP, and any corporation, company, partnership, limited liability company or other entity (a) that (i) is owned, directly or indirectly, in whole or in part, by Deloitte LLP (the “Deloitte U.S. Firms”), including but not limited to Deloitte LLP subsidiaries in India, the Deloitte Touche Tohmatsu verein, Deloitte Global Services Limited, Deloitte Global Services Holdings Limited, Deloitte Touche Tohmatsu Limited (“DTTL”) or any member firm of DTTL or affiliate thereof (collectively, the “DTTL Member Firms”) or (ii) controls, is controlled by or is under common control with any of the entities listed in clause (i); or (b) in which any *Personnel* participated on its behalf, or carried out any duties with respect to its affairs. For purposes of this Employment Agreement, the term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract, or otherwise.

**Deloitte Property** – *Confidential Information*, *Systems*, equipment, debit and credit cards issued in connection with my *Employment*, furniture, facilities and any and all other materials owned, licensed or leased by a *Deloitte Entity*, including, without limitation, computerized or electronic information and all copies thereof in any form or media, created by, furnished to, obtained by or prepared by me in the course of my employment in any capacity.

**Deloitte India (Offices of the US)** - The following companies shall be deemed to be the affiliates of each other and are collectively referred to as Deloitte India (Offices of the US): (i) Deloitte Consulting India Private Limited (ii) Deloitte Tax Services India Private Limited (iii) Deloitte Support Services India Private Limited (iv) Deloitte Financial Advisory Services India Private Limited and (v) Deloitte & Touche Assurance & Enterprise Risk Services India Private Limited.

**Electronic Communications** – all text, audio, video, images, information, data, files and attachments created, displayed, sent, received, posted, accessed or stored, whether deleted or not, by means of the *Systems*.

**Employment** – the nature of my relationship with the Employer or a *Deloitte Entity* pursuant to this Employment Agreement. Alternatively, and depending on context, *Employment* is the period of time during which this relationship persists.

**Form** - paper, computer disc, USB drive, website; any other tangible or electronic medium by which information may be stored or accessed; and human memory.

**Independence** – National Office (Independence) of Deloitte LLP.

**Intellectual Property** - works of authorship (including, without limitation, books, articles, data compilations, software and other copyrightable materials), materials, patents, inventions, designs, techniques, methodologies, processes, discoveries, know-how, ideas, trade secrets, moral rights, trademarks and other indicia of origin together with the goodwill therein, and all patent applications, copyright and trademark applications and registrations, and extensions and renewals thereof, throughout the world.

**Intellectual Property Rights** – all rights, title and interest in Intellectual Property.

**PCAOB** – the United States Public Company Accounting Oversight Board.

**Personal Creations** – *Intellectual Property* that meet all of the following criteria: (1) it is conceived, developed, and created by me on my own time without using *Deloitte Property* or *Personnel* (during work hours), facilities, *Confidential Information* or *Works* of a *Deloitte Entity*, (2) it is unrelated to the actual or reasonably anticipated business or research and development of a

*Deloitte Entity*, and (3) it does not result from any work performed by me and the *Personnel* (during work hours) for a *Deloitte Entity*.

**Personnel** – partners, principals, members, officers and employees of a *Deloitte Entity*.

**PII** – information (excluding business contact information such as an individual's name and one or more of the following: organization name, organizational title, organizational role, business address, business telephone number (including business cell phone number and business email address) relating to an identified or identifiable natural person. An identifiable natural person is a natural person who can be identified, directly or indirectly, by reference to an identification number or factors specific to his or her physical, physiological, mental, economic, cultural or social identity. Set forth below is a non-exclusive list of information that constitutes PII when such information relates to an identified or identifiable natural person:

- Account number (bank account, credit card, etc.)
- Address
- Biometric identifier
- Certificate or license number
- Date of birth
- Government identifiers (such as PAN)
- Name\*
- Personnel Number
- Photograph or video identifiable to an individual
- Vehicle identifier or serial number
- Other information related to an individual that may directly or indirectly identify that individual (e.g., salary, performance rating, purchase history, call history, etc.)

\* Note: When an individual's name is used with PII that is not business contact information, it is included in the definition of PII.

**Pre-existing Agreements or Arrangements** – agreements or arrangements that (1) relate to any *Pre-existing Creations*; or (2) may affect my ability to comply with the requirements of this Employment Agreement, including all contractual and other restrictions or obligations with other parties, including any post-employment restrictions and required notifications to the extent applicable under 18 United States Code §207, CFR 3.104-4, and India laws, rules and regulations that may or will impose limitations on my professional activities during my *Employment* (such as any non-compete agreements with prior employers and the one-year ban on lobbying contacts).

**Pre-existing Creations** – any *Intellectual Property* and *Intellectual Property Rights* that were developed or created by me, alone or with others, or otherwise acquired by me, before the period of my employment in any capacity with the Employer, in which I claim any ownership or right.

**Proceedings** – past or pending (1) actual or threatened claims or complaints of, or arising out of service to, present or former clients, (2) regulatory, self-regulatory, disciplinary, administrative, civil or criminal investigations, inquiries, charges, complaints, actions, sanctions, alternative dispute resolution proceedings, other proceedings or matters (other than criminal proceedings which relate solely to the operation of a motor vehicle) of any kind or nature, in India or any other jurisdiction, against me, including criminal proceedings arising out of my provision of professional services, proceedings brought by a professional association, or proceedings involving the Securities and Exchange Board of India, United States Securities and Exchange Commission or the PCAOB, other professional bodies like the Institute of Chartered Accountants of India or (3) matters of any kind or nature which could adversely affect my association with the Employer or my ability to perform my duties or responsibilities to the Employer, whether set forth in this Employment Agreement or otherwise, or my registration with or licensure by any governmental, quasi-governmental, or other regulatory agency, body or entity, in or outside the United States or India.

**Systems** – the communications systems or any part of such systems that a *Deloitte Entity* owns, licenses or operates and approves for use, including, but not limited to, e-mail, text messaging, Lotus Notes, Deloitte Online (eRoom), instant messaging, local area network, wide area network, Intranet (e.g., DeloitteNet, D Street), Internet, extranet, collaborative tools (e.g., blogs, wikis, etc.), laptop and desktop computers, servers, air cards, Personal Digital Assistants, cell phones, telephones and voicemail.

**Works** – all *Intellectual Property*, in any *Form*, created by me, alone or with others, during the period of my *Employment* that (1) is created within the scope of my *Employment*; (2) relates in any manner to the actual or anticipated business, research, or development of a *Deloitte Entity*; (3) results from any work assigned to or performed by me, alone or with others, for the Employer; or (4) is created with the use of *Deloitte Property*.

**EXHIBIT B****Pre-existing Creations; Pre-existing Agreements or Arrangements**

I understand and agree that the Employer makes no attempt to verify my claim of ownership to any of the *Pre-existing Creations* listed, and makes no admission that any *Pre-existing Creations* listed are owned by me.

[If yes, please enter details below]

Yes, I do have *Pre-existing Creations*, *Pre-existing Agreements or Arrangements*

No, I do not have *Pre-existing Creations*, *Pre-existing Agreements or Arrangements*

<b><u>Title</u></b>	<b><u>Date</u></b>	<b><u>Brief Description</u></b>
---------------------	--------------------	---------------------------------

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Print)

ACCEPTED AND AGREED TO:

**Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
6718FF75DA89400...

Pooja Madnani

**Talent**

*Its: Authorized Signatory*

\_\_\_\_\_  
Date

An *Authorized Signatory's* signature is required only if *Pre-existing Creations* or *Pre-existing Agreements* or *Arrangements* are listed pursuant to Paragraphs 2 and 11 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment made in light of Paragraph 2 that *Pre-existing Creations*, if any, are described and explained in sufficient detail so that the likelihood of confusion between the employee's *Pre-existing Creations* and the *Intellectual Property* of a *Deloitte Entity* can be avoided or minimized in the future and further indicates that the *Pre-existing Agreements* or *Arrangements* have been obtained and reviewed and that the *Authorized Signatory* is satisfied that such *Pre-existing Agreements* or *Arrangements* will not interfere with the employee's ability to comply with the requirements of this Employment Agreement.

**EXHIBIT C**

**Proceedings**

[none, unless otherwise specified]

Yes, I do have *Proceedings* to report

No, I do not have *Proceedings* to report

My signature below certifies that to the best of my knowledge, the information I have provided above, pursuant to Paragraph 3, is complete and accurate.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

**EXHIBIT D**

**Exceptions to Post-Employment Restrictions: re: Clients**

[none, unless otherwise specified]

As specified in Paragraph 13, I agree that after a period of three (3) years from my start date or the date of my employment, as the case may be, the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on Exhibit D to support the application of the obligations of Paragraph 12 to those clients.

Yes, I do have  
Post-Employment Restrictions  
re: Clients

No, I do not have  
Post-Employment Restrictions  
re: Clients

Name of Client

Specified Kind of Services(s) Permitted

ACCEPTED AND AGREED TO:

**Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
6718FF75DA89400...

Pooja Madnani

**Talent**

Its: Authorized Signatory

\_\_\_\_\_  
Date

I have read and understood the above policy terms.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

A n *Authorized Signatory's* signature is required only if information is provided pursuant to Paragraph 13 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment that criteria in Paragraph 13 have been fully satisfied, the clients listed have been properly identified, and the kinds of services permitted have been described with sufficient specificity.

## Terms and Conditions of Service

In continuation to our offer of employment with **Deloitte Tax Services India Private Limited** (the "Employer"), please note the terms and conditions of service.

The italicized terms in these Terms and Conditions of Service are defined in **Exhibit A** of the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement hereto.

### Terms of Service

#### 1. COMPLIANCE WITH INDEPENDENCE, ETHICS AND OTHER REQUIREMENTS

Deloitte & Touche LLP performs attest services for certain of its clients and is subject to the independence requirements of, among others, the United States Securities and Exchange Commission (SEC), the United States Public Company Accounting Oversight Board (PCAOB), and the American Institute of Certified Public Accountants (AICPA). These requirements mandate that certain of the Employer's employees and their relatives be independent of some or all of such attest clients and their affiliates in accordance with the policies of Deloitte LLP and its subsidiaries (the "Deloitte US Entities").

Upon joining the Employer, you will be asked to review a listing of the attest clients and the affiliates of such clients of certain of the Deloitte US Entities and disclose relationships or financial holdings that you or your relatives may have that could affect the independence of the Deloitte US Entities. Any relationships or holdings that conflict with, among other things, the requirements of the SEC, the PCAOB or the AICPA or the independence or ethics policies of the Deloitte US Entities will need to be resolved immediately. Further, you will be required to comply with these policies throughout your career with the Employer, including, when applicable, maintaining a current list of certain of your financial interests (but not their value) in the independence tracking system.

As a condition to your joining the Employer and continued employment, you are required to complete a representation regarding your understanding of, and compliance with, independence and other matters, on a periodical basis (as requested beginning on or prior to the date of you joining the Employer, annually thereafter, and upon certain changes in your role in the Employer), the details of which are provided in the independence representation. An example copy of this representation form is available for your reference on [www.deloittenet.com](http://www.deloittenet.com). The representation should be made to the best of your knowledge and ability. It is your responsibility to consult on any matter should you be uncertain or have a question. You are also requested to refer to [www.deloittenet.com](http://www.deloittenet.com) and *Independence* for more information in this respect. The representations made by you will be subject to an audit and may be reviewed by Deloitte LLP representatives and shared with certain third parties. If you are selected for such an audit, you will need to submit certain personal financial records to Deloitte LLP's internal audit team. Please be assured that Deloitte LLP fully intends to keep all information obtained through the audit process confidential and secure. You hereby give your consent to Deloitte LLP to use the information provided by you for such purposes as provided in the policies regarding independence and ethics.

In the event you (i) do not cooperate or comply with the independence requirements, or (ii) do not complete the necessary representations, or (iii) make inaccurate representation(s); you may be subject to disciplinary action including and up to termination of employment with the Employer.

Please feel free to contact or consult *Independence* should you require any further information or if you have any specific concerns in this respect.

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#### 2. NON DISCLOSURE, NON SOLICIT AND INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AGREEMENT ("Employment Agreement")

You will be expected to sign the Employer's Employment Agreement. Please contact Talent for further details.

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#### 3. HARRASSMENT POLICY

**Administrative Policy Release ("APR") 213** is the Employer's policy prohibiting harassment. Deloitte LLP's subsidiaries located in India ("Deloitte India (Offices of the US)") are committed to providing a working environment that is free from harassment based on caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis, in accordance with applicable Indian central, state or local law. Expressly forbidden are unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Depending on the circumstances, such harassment may also include conduct such as stereotyped or demeaning remarks or gestures or the display or circulation, whether in writing or electronically, of materials or pictures offensive to persons because of their caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis in accordance with applicable Indian central, state or local law. The full policy will be accessible to you on DeloitteNet after joining Deloitte U.S. India.

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#### 4. WORKING HOURS, HOLIDAYS, LEAVES AND MATERNITY BENEFITS

You will be provided with your standard working hours, which may vary over the course of your career. The Employer may, from time to time, subject to applicable laws, require the employee to work beyond these hours.

You shall be entitled to paid holidays and leave as per the Employer's policies.

Women employees are eligible for maternity benefits as per the recent amendments (2017) in the maternity benefit act, 1961, including having 26 weeks of maternity leave with pay, as applicable.

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#### 5. RETIREMENT AGE

The age of retirement for employees of Deloitte India (Offices of the US) is 60 years. Your employment will therefore automatically terminate at the end of the month in which you attain 60 years.

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#### 6. TRANSFERS

You may be transferred, assigned, or asked to attend training at the offices of a Deloitte Entity or its clients or third parties in India or abroad with or without additional compensation. In such an event, you will also be governed by the terms and conditions of service applicable to the transfer, assignment, or training.

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#### 7. NOTICE PERIOD FOR TERMINATION OF SERVICES

The notice period for termination of your services is **60 Days** by either side and/or salary in lieu of notice period on part of the Employer only.

The Employer expects all employees to maintain the highest standards of professional conduct at all times.

In order to assure orderly operations and provide the best possible work environment, the Employer expects you to follow rules of conduct that will protect the interests and safety of all personnel, including but not limited to the Code of Ethics and Professional Conduct.

In the event of any breach of the Code of Ethics and Professional Conduct, non-performance of a contractual obligation or the terms and conditions laid down in this Annexure, or if you engage in any misconduct whether or not in connection with or affecting the business or affairs of the Employer or the work conduct, as specified by Employer, you will be subject to disciplinary action up to and including termination of your services/ employment with the Employer without any notice or payment in lieu of notice notwithstanding any other terms and conditions stipulated herein.

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#### 8. MISCONDUCT

Misconduct may include but is not limited to:

- Irregular attendance: repeated or excessive absence, tardiness or early departures/ late comings without approval.
- Unreported or unapproved absence (including overstay of leave) for more than five consecutive days or deviation from assigned and accepted schedule for more than five days.
- Falsification or manipulation in background verification process or employment records, employment information, or other records prior to or after joining the Employer.
- Falsification or manipulation of Deloitte Time & Expense (DTE).
- Knowingly providing false statements, either verbally or in written form.
- Neglect of normal duties and functions.
- Practices such as reading personal materials during working time, having obscene or inappropriate posters or screen savers at your work station, playing games at your work station, etc.
- Continued discharge of work functions that do not meet the standards reasonably expected.
- Breach of the confidentiality provision in the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement including disclosing to any unauthorized person any *Confidential Information* or *PII*.
- Willful insubordination or disobedience, whether or not in combination with another, of any lawful and reasonable instructions of any member of management or any authorised person.
- Engaging in unapproved outside employment and activities as defined in APR 218 (US & IND)



([https://deloitte.net.deloitte.com/About/Policies/Admin/Pages/218\\_OutsideEmploymentActivities\\_US.aspx](https://deloitte.net.deloitte.com/About/Policies/Admin/Pages/218_OutsideEmploymentActivities_US.aspx)).

- Installing, downloading, copying or duplicating any unauthorized or unlicensed software, programs, games, or attachments on any computer system of the Employer or of any *Deloitte Entity* or its clients.
- Engaging in any illegal activities.
- Workplace violence, including threats of physical violence.
- Corporate credit card delinquencies.
- Causing damage to the property of the Employer, any *Deloitte Entity*, its clients, or their respective personnel
- Going on or abetting a strike in contravention of any law.
- Theft of any property belonging to another, the Employer or any *Deloitte Entity*, or their respective personnel, clients, or visitors
- Possession of firearms, explosives, knives or any instruments that can be used as an injurious or deadly weapon in the workplace or at any *Deloitte Entity* sponsored event.
- Corruption, fraud, or misappropriation of funds.
- Failure to comply with the policies, guidelines, rules and regulations of the Employer or a *Deloitte Entity* as applicable.
- Excessive personal use of the Employer's telephone, fax or computer systems.
- Failure to adhere to applicable laws.
- Any act prejudicial to or in conflict with the interests of the Employer or a *Deloitte Entity*.

The above terms and conditions are based on, and should be read in conjunction with, the Employer's policies, guidelines, procedures and other rules currently applicable, including but not limited to Administrative Policy Releases (APRs) and Deloitte India (Offices of the US)'s other policies, guidelines, rules, and regulations. The above rules are subject to amendments from time to time and the amended rules, policies, procedures, and guidelines would be posted on the Employer's Intranet site i.e. <https://deloitte.net.deloitte.com/Pages/Home.aspx> for employee reference. The policies will be updated from time to time in the future and we deem to have your consent to any and all such changes. Furthermore, upon acceptance of employment with the Employer, you may be requested to read and acknowledge acceptance of various policies and guidelines of the Employer. It is expected that you will read and acknowledge all such communications.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name



### Training Agreement

On behalf of **Deloitte Tax Services India Private Limited**, please accept our congratulations on your recent offer of employment to join the Company as **Tax Consultant I** pursuant to the terms and conditions of your offer letter dated **August 26, 2024**. You made a very favorable impression with everyone you met and we are excited about the possibility of you joining the Company.

As you may be aware, as a condition of employment with the Company, you may be required to travel Overseas to attend a series of training sessions for a period of up to 90 days. This training will be a combination of classroom procedural training as well as on-site training to observe employees conducting similar work at various client locations. This training represents the confidence we have in your ability to be a valuable member of the practice of the Company.

As per Company policy, we kindly bring to your attention that all employees attending training overseas are required to sign a Training Agreement which will obligate the employee to repay a calculated amount of the costs associated with the training, only if the employee resigns his/her position or are terminated for cause within a specified period after completion of the training (usually between 6 to 18 months). This repayment obligation disappears after the specified period of time has lapsed. We all look forward to seeing you again soon and having you join our team of outstanding professionals.

Sincerely,

For **Deloitte Tax Services India Private Limited**

DocuSigned by:

*Pooja Madhani*

6718FF75DA89400...

By:

Signature

**Authorized Signatory**



**Deloitte Tax Services India Private Limited**  
**Deloitte Tower Survey No. 41 Gachibowli Village, Ranga**  
**Reddy District, CIRCLE 3, Hyderabad - 500032, Telangana,**  
**India**

**Tel: +91 040 67621000**  
**www.deloitte.com**

**Subject: Offer of Employment**

**Dear SUHANA FATHIMA:**

On behalf of **Deloitte Tax Services India Private Limited** (the "Employer" or "Company"), I am pleased to confirm our offer of employment to you as **Tax Consultant I** based in **Hyderabad**.

We extend this offer, and the opportunity it represents, with great confidence in your abilities. You have made a very favorable impression with everyone you met and we are excited with the prospect of you joining our organization on **JUNE 26, 2022**.

Your immediate manager will communicate details of your role and work responsibilities in the initial weeks of your joining the Employer. During your employment, the Company may require you to work on any project that you are assigned to, on any technical platforms/skills and nature of the project, in differentiated work timing, at designated work space and location as may be decided by the company.

As part of your annual compensation, you will receive a Total Salary of **Rs 382500** and, will be eligible for a performance linked variable bonus. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount could vary depending upon the business and individual performance each fiscal year and, in some situations, could exceed the payout range indicated. Any amounts paid will be subject to statutory and other deductions as per Employer policies and practices. The details of your compensation breakdown are provided in the attached Annexure A.

As an incentive to join the Company, you are eligible to receive a joining bonus of **Rs./₹ 100,000/-** subject to your reporting for full-time employment on **JUNE 26, 2022**. This amount will attract applicable taxes and will be processed as part of your first month's payroll. You will have an obligation to repay the entire amount of your joining bonus if you resign your position or are terminated for cause by the Company within **12 months** of your start date.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

Your employment with us will be governed by the Terms and Conditions as detailed in **Annexure B**, as well as any and all rules, regulations, guidelines, policies and practices of the Employer, which may be amended from time to time. Deloitte LLP and its U.S.-based subsidiaries (the "Deloitte U.S. Firms") requires their employees to make the necessary representations regarding independence and other matters. Because the Employer is an Indian subsidiary of Deloitte LLP, we must also comply with these independence requirements. Accordingly, this offer is conditional upon you agreeing to make such representations under the Employer's Independence Representations requirements, as further explained in **Annexure B**.

Your compensation details are confidential, and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization. We would like you to join the Employer on, or an alternative mutually agreed upon date.

This offer letter, together with the Annexures described herein, and the Non-Disclosure, Non Solicit and Intellectual Property Rights Assignment Agreement, the Information Security Policy (which you are required to sign upon joining), constitute the entire agreement between the parties with respect to the subject matter of this offer, and supersedes all other previous or contemporaneous oral or written representations, understandings or agreements relating to the subject matter of this offer between you and the Employer or its affiliates.

In compliance with applicable laws, Deloitte India (Offices of the US) provides its professionals with home pick-up and drop transport services within **pre-defined** boundary if their shift timings are between 8:30 p.m. - 6:00 a.m. in Hyderabad, 9:00 p.m. - 6:00 a.m. in Mumbai, Pune; 7:00 p.m. - 6:00 a.m. in Gurugram, 8:00 p.m. - 6:00 a.m. in Bengaluru, Chennai, and Kolkata.


This letter and **Deloitte Tax Services India Private Limited** employment application are intended to be final. To accept the offer and the terms of this letter, please sign below in the space provided within three business days.

everyone you have interviewed with joins me in extending to you congratulations and warm regards. We look forward to you joining our team.

Sincerely,

**For Deloitte Tax Services India Private Limited**

Best regards,

By:   
Signature

**Authorized Signatory**

**Acceptance**

Signature

Date

**Annexure A****Tax Consultant I -**

<b>Description</b>	<b>Monthly</b> (Rs. per month)	<b>Annual</b> (Rs. per Annum)
Basic Pay	<b>17,500</b>	<b>210,000</b>
House Rent Allowance (HRA)	<b>8,750</b>	<b>105,000</b>
Special Allowance <sup>1a &amp; 1b</sup>	<b>11,867</b>	<b>142,404</b>
Leave Travel Allowance <sup>2</sup>	<b>1,750</b>	<b>21,000</b>
Differential Allowance	<b>5,833</b>	<b>69,996</b>
Meal Card <sup>3</sup>	<b>2,200</b>	<b>26,400</b>
Employer's contribution to PF	<b>2,100</b>	<b>25,200</b>
<b>Total Salary (in Rs.)</b>	<b>50,000</b>	<b>600,000</b>
Variable Bonus*	You are eligible for a performance linked variable bonus. It will be paid out at the end of the fiscal year, as applicable and on the basis of your individual performance and performance of the business	
Medical Insurance Premium <sup>4</sup>	<b>3,014</b>	<b>36,167</b>

\*The Variable Bonus will vary, primarily based on your individual performance and the performance of the business, during the Employer's fiscal year which is June through May. Your performance will be formally assessed as a part of the Employer Performance Review Cycle Process. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount will vary depending upon the business and individual performance and in some circumstances, could exceed the payout range indicated. The performance of all the employees who have joined the Employer prior to March 1st will be assessed for the fiscal year ending in May. The disbursement of a Variable Bonus, if applicable, is subject to you being active on the rolls of the Employer, during the Annual Incentive Program payout cycle for the fiscal year. For employees joining during the period March 1st to May 30th, a prorated Variable Bonus, if applicable, will be based on the first year-end review ratings in the subsequent year and paid during the Annual Incentive Program payout cycle of that year. The Variable Bonus will not be paid in the event of termination of employment for any reason on or before the disbursement time. The application and interpretation of, and any determinations related to, the Variable Bonus is at the sole discretion of Employer. Employer may amend or terminate the Variable Bonus at any time. All compensation and benefits are based on employee's position with the Employer in India.

Contd/-....

Annexure A

<sup>1</sup>All employees may claim tax exemption, subject to tax rules from time to time, from their Special Allowance component, expenses incurred towards communication and Driver / Fuel & Maintenance Expenses as per eligibility mentioned below:

**Employee Level -  
Tax Consultant I**

<sup>1a</sup>Communication Expenses

<sup>1b</sup>Fuel Expenses

Only one Post paid mobile, one Land Phone  
and One internet connection bill(s) can be  
claimed.

Petrol / Driver / Insurance / Repairs &  
Maintenance

**Rs./₹ 3,000/-** per month

**Rs./₹ 7,500/-** per month

<sup>1a</sup> The internet/telephone/mobile bills should be in the Employee's name.

<sup>1b</sup> For claiming vehicle running expenses (Driver / Fuel / Repairs & Maintenance expenses) the vehicle has to be in the name of the Employee and the current tax rules are as under. The above limits will be applicable for all those who are on company car lease program and the below limits will apply for all those who are on self-owned car. In case of company leased car, taxability would be as per the current perquisite valuation rules.

Nature of Expenses	Own Vehicle –Maximum Tax exemption limit per month		
	4 Wheelers (Engine Capacity)		
	<= 1600 cc	> 1600 cc	Two Wheelers
Fuel & Maintenance	Rs. 1,800	Rs. 2,400	Rs. 900
Driver's Salary	Rs. 900	Rs. 900	Not applicable

All employees at and above **Senior Staff** are eligible for the company car lease program. If you choose to avail of this benefit, the amount towards lease rental will be paid by the firm on your behalf to the leasing company and your compensation structure will be adjusted accordingly. A revised letter with the new compensation structure will be issued that will supersede this letter for all practical purposes.

<sup>2</sup> The Leave Travel Allowance (LTA) will be paid on a monthly basis as an allowance with tax deducted at source. If you choose to avail the tax benefit on LTA, you should submit proof of expenses incurred by you for Self and / your immediate dependents. The taxability or otherwise of LTA will be as per the Income Tax Act 1961, details of which will form part of the LTA Form.

<sup>3</sup> Meal Card amount will be credited at the start of each month and for the first month (For New Hires) prorated amount will be processed as part of payroll. If not collected, it will be processed as a taxable amount with the salary.

<sup>4</sup> Annual Floating Medical Insurance Coverage for self and **6 dependents** is being paid by the Employer on your behalf. The premium amount is subject to change every year post renewal of insurance policy. In case you opt for an enhancement of the coverage limit, the additional premium will be adjusted accordingly from the special allowance.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

You may also be eligible to either a One-time Stipend or a temporary lodging basis joining the registered office location, you will receive a survey from Deloitte prior to your joining.

You may select the best option for availing the relocation assistance. If an employee who has availed this reimbursement decides to quit within 18 months from the date of relocation claim for whatever reason, the relocation reimbursement paid to the employee will be recovered in full, from the employee's full and final settlement.

By joining the Company, you will become a member under the 'Deloitte USI Employees Welfare Trust' and may be required to make a nominal contribution as a member.

Original bills towards the above components should be submitted during the Income Tax fiscal period evidencing the expenditure to get Income Tax exemption, failing which the same will attract applicable Income Tax.

Submission of false, tampered or altered bills as proof of expense for any of the above components will result in disciplinary action including termination of employment.

**Your compensation above is subject to income tax deduction per rules and guidelines prescribed under the prevailing tax laws. This may change from time to time in line with the amendments done in tax laws.**



## Annexure B

### **Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement ("Employment Agreement")**

In consideration of my employment by **Deloitte Tax Services India Private Limited**, an Employer incorporated under the provisions of the Companies Act, 1956 and having its registered office **Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District, CIRCLE 3, Hyderabad - 500032, Telangana, India** (the "Employer") as **Tax Consultant I** - and other valuable consideration, I acknowledge and agree that:

#### **PRELIMINARY MATTERS**

**1. Defined Terms.** The italicized terms in this agreement (the "Employment Agreement") are defined in **Exhibit A** hereto.

**2. Pre-existing Agreements or Arrangements.** I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Agreements or Arrangements*. The Employer expects me to abide by all restrictions or obligations that are contained in such Pre-existing Agreements or Arrangements and to avoid involvement, while employed by the Employer, in any matter that could pose a conflict as a result of confidential information or intellectual property obtained by me prior to my *Employment*. I further represent that none of these restrictions or obligations, including those set forth in any non-compete agreements with prior employers, is inconsistent with my acceptance of the Employer's offer of *Employment* or my becoming, and serving as, **Tax Consultant I** of the Employer. To the extent applicable and if I am joining the Employer after having served as an employee or official of the United States Government, I further represent that: (1) I have disclosed my prior participation, if any, in any discussions or negotiations with, or decisions to award contracts to, the Deloitte U.S. Firms while I was employed by the United States Government; and (2) I had either recused myself or had not played an active role in the applicable United States Government agency's decision to award any contracts to the Deloitte U.S. Firms while I was employed by the United States Government.

#### **PROTECTION OF OUR BUSINESS**

**3. Reporting of Proceedings.** Except as provided by law and except as I have disclosed in writing on **Exhibit C** to this Agreement, I represent and warrant that I have no *Proceedings* to report. Should I become a subject of any *Proceedings* during my association with the Employer, I agree to immediately report, in writing, all relevant facts to the Chief Talent Officer of Deloitte LLP, the Regional Talent Director of the Employer, and the Chief Ethics and Compliance Officer of Deloitte LLP. I understand that my responses are subject to audit and review by the Employer and others in accordance with applicable professional, ethical, legal, or Employer requirements, rules, regulations, policies, or practices, or other requests.

**4. Confidentiality.** I acknowledge that, by virtue of my *Employment*, I will acquire and be exposed to, have access to, make use of and/or create *Confidential Information*. Therefore, I agree to hold in trust and confidence all such *Confidential Information*. I will neither disclose any such *Confidential Information* to anyone outside a *Deloitte Entity* without the prior written approval of an *Authorized Signatory*, except as required by my authorized duties for the Employer, nor use any such *Confidential Information* for any purpose other than for the benefit of a *Deloitte Entity*.

**5. Third Party Information and Property.** I agree that during my *Employment*, I shall not use or disclose any confidential information or intellectual property of any former employer or other person or entity without the prior written authorization of such employer, person or entity and the prior written consent of an *Authorized Signatory*. If I were to use or disclose any such Confidential Information or Intellectual Property without prior consent, and any of the *Deloitte Entities* become the subject of any claim from a third party regarding such unauthorized use or disclosure, I agree to hold harmless and indemnify the *Deloitte Entities* for any legal defense costs and/or damages related to any such claim.

**6. Authorization.** Only employees of the Employer holding a senior or managerial position with the Employer will be authorized by a specific authorization, delegation, or power of attorney to sign legal documents, representing the Employer. Similarly, only such authorized employees of the Employer may speak about the Employer, the business and plans, various client-related projects etc.

**7. Competing Activities and Conflict of Interest.** During the period of my *Employment* I will not, directly or indirectly, participate in or in any way render services or assistance to any business that is or may be competitive with a *Deloitte Entity*, whether or not for compensation, or engage in any conduct which might result in, or create the appearance of using my position for private gain or other than for the benefit of a *Deloitte Entity*, or otherwise create a conflict, or the appearance of a conflict, of interest with a *Deloitte Entity*. Such conduct shall include, but not be limited to, having an undisclosed financial interest in any vendor or supplier of a *Deloitte Entity*, accepting payments of any kind or gifts other than of a nominal value from vendors, clients or suppliers, or having an undisclosed relationship with a family member or other individual who is employed or

associated with any entity in active or potential competition with a *Deloitte Entity*, and which creates a conflict of interest. I represent and warrant that I am not currently aware of any present or past violation of this provision.

**8. Authorization to Access Systems and Electronic Communications and use of Deloitte Property.** I understand that while employed with a *Deloitte Entity*, I will use and have access to the Systems. I also acknowledge that a *Deloitte Entity* has the right at any time to access, retrieve, delete, monitor, examine, use and/or disclose my Electronic Communications and information from (or about) me and the content, without notice to me, and that such *Electronic Communications* are considered part of a *Deloitte Entity's* business and client records and are not to be considered private or personal to me or any other *Personnel*. I further acknowledge that this right extends to *Electronic Communications* transmitted for either a business or personal purpose.

I agree that I am authorized to access the *Systems* only for approved business purposes and occasional personal use if such use does not interfere with my work responsibilities and other required business activities, business operations, or *Systems* performance. However, I also acknowledge that such occasional personal use does not create an expectation of privacy as to any of my personal *Electronic Communications* and, as such, are *Deloitte Property*.

I further acknowledge that I am not authorized to use the *Systems* for personal gain or any illegal or unethical use. I agree that under no circumstances am I authorized to access any of the *Systems* for the purpose of obtaining *Deloitte Property* for a competitor of a *Deloitte Entity*, transmitting *Deloitte Property* to me (e.g., emailing *Confidential Information* to my personal email address) or to a third party for purposes other than furthering the business objectives of a *Deloitte Entity*. I am not authorized to download a *Deloitte Entity's Confidential Information* or other *Deloitte Property* to removable media such as a CD Rom, disk or thumb drive other than as authorized for furthering the business objectives of a *Deloitte Entity*.

I will be responsible for the safe keeping and return in good condition and order of all the *Deloitte Property* that may be in my use, custody, care or charge. For the loss of any *Deloitte Property* in my possession or custody or for which I have been assigned responsibility, the Employer will have a right to assess on its own basis and recover from me, the damages in respect of such materials (out of the amounts due to me or otherwise) and to take such other legal action as it deems appropriate including termination of my employment without notice or payment in lieu thereof in the event of my failure to account for such material or property to its satisfaction.

**9. Security.** I am provided with a worktable and lockable storage space. I will ensure they are locked when unattended and understand that a duplicate key will only be provided if I sign for it. I am required to display my identity card to the appropriate security personnel on demand and at all times within the office premises.

**10. Ownership of Works.**

a. I agree that the Employer owns all rights, title and interest in and to all *Works*.

b. I agree that all *Works* are deemed works made for hire under India copyright or applicable laws or equivalent laws of any applicable foreign jurisdiction, and all *Intellectual Property Rights* therein vest automatically in the Employer upon creation of the *Works*. I agree that, to the extent any *Work* is held not to be a work made for hire, I hereby irrevocably assign all *Intellectual Property Rights* in the *Work* to the Employer. Notwithstanding anything contained in Section 19(4) of the Indian Copyright Act, 1957, I agree that such assignment shall continue to be in force for perpetuity irrespective of whether or not the Employer exercises its rights as the assignee for any period of time.

c. I will at all times, even after termination of my *Employment*, do whatever the Employer reasonably requests of me, at the Employer's expense, to document the assignment of any *Works* to the Employer or to assist the Employer in pursuing, renewing, extending or assigning any *Intellectual Property Rights*, and otherwise perfecting, protecting and enforcing said *Intellectual Property Rights* in, any *Works*. I agree that, as between me and the Employer, the Employer shall be the sole author, inventor, and owner of all such *Works* and *Intellectual Property Rights* therein throughout the world, and that the Employer shall have the sole right to seek copyright registrations, patents or trademark registrations, including all extensions and renewals thereof. I also hereby agree that I waive all moral rights in any *Works*.

I also agree to assign all my right, title and interest in and to any particular *Works* to a third party as directed by the Employer.

In the event the Employer is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraphs, I hereby irrevocably designate and appoint the Employer and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and in my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraphs with the same legal force and effect as if executed by me. I hereby waive any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any *Works* assigned hereunder to the Employer.

d. During a 12 month period after termination of my *Employment*, I agree that any *Intellectual Property* I create or conceive that results from and is related to any work assigned to or performed by me for the Employer, or that was created using *Deloitte Property*, is a *Work* that is subject to Paragraph 10 (b) above. For purposes of clarification, the foregoing provision is in addition to, and not in limitation of, any rights and remedies the Employer may have under the applicable laws protecting *Intellectual*



*Property of the Deloitte Entities.*

e. I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Employer) of all *Works* developed by me during the period of my employment with the Employer, which records shall be available to and remain the sole property of the Employer at all times.

**11. Pre-existing Creations; Personal Creations.** My obligations in Paragraph 10 do not apply to *Pre-existing Creations* and *Personal Creations*. I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Creations*. I acknowledge and agree that I will not assert any ownership rights against the *Deloitte Entities*, or their respective clients, with respect to any *Pre-existing Creations* unless they appear on **Exhibit B**, and **Exhibit B** has been accepted and agreed to by an *Authorized Signatory* who has signed at the bottom of such **Exhibit B**. I further agree that I shall not use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment* without the prior written consent of an *Authorized Signatory*. To the extent that I use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment*, I agree that, except as otherwise provided in a written agreement executed by me and the Employer, I hereby grant to the Employer an irrevocable, royalty free, perpetual, fully paid up, transferable, sub-licensable license to use, reproduce, distribute, display, perform, modify and create derivative works of and otherwise exploit such *Pre-existing Creations* or *Personal Creations* for any purpose including, but not limited to, client engagements.

**12. Post- Employment Restrictions re: Clients.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or serving of certain clients related to my work for a *Deloitte Entity* would necessarily involve the unauthorized use or disclosure of *Confidential Information*, and the proprietary relationships and goodwill of the *Deloitte Entities*, and, in the case of my serving of certain clients, could compromise the full compliance of the Employer or another *Deloitte Entity* with the applicable laws, rules and regulations of a U.S. or India regulatory body or other independence-related requirement of a regulatory body. Accordingly, during the period of my *Employment* and for a period of one year thereafter, I will not, directly or indirectly, solicit or provide services to any existing client of a *Deloitte Entity* with which I had personal contact and provided services during the two-year period prior to termination of my *Employment*.

**13. Exceptions to Post- Employment Restrictions re: Clients.** I understand that the obligations of Paragraph 12 will not apply for a period of three (3) years after my start date or the date of my promotion or transfer to clients of a *Deloitte Entity* and/or certain specified kinds of services rendered to such clients that meet all of the following criteria: (a) are personal clients of mine who came to a *Deloitte Entity* solely to avail themselves of certain specified kinds of services rendered by me and only as a result of my own independent recruitment efforts, which a *Deloitte Entity* neither subsidized nor otherwise financially supported as part of a program of client development, (b) are listed on **Exhibit D** expressly by name with respect to client and with sufficient specificity with respect to the kinds of service(s) that I will be permitted to render, and (c) are accepted and agreed to as to their listing on **Exhibit D** by an *Authorized Signatory* who has signed at the bottom of such Exhibit. I agree that after a period of three (3) years from my start date or the date of my promotion or transfer the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on **Exhibit D** to support the application of the obligations of Paragraph 12 to those clients.

**14. Future Employment with Clients.** Except as otherwise provided herein, I understand that I am not prohibited from accepting employment with a client (or an affiliate of such client) of a *Deloitte Entity*. Before entering into substantive discussions with an *Attest Client* regarding any employment opportunity, I acknowledge and agree that during my *Employment* and for five years thereafter I must first notify *Independence* and obtain prior written approval from *Independence*. I acknowledge and understand that it is the intent of the Employer to interpret and apply this provision (a) in an effort to ensure the full compliance of the *Deloitte Entities* with applicable U.S. and India laws, rules, and regulations; (b) to serve the public interest; and (c) to protect the legitimate interests of the *Deloitte Entities* or their respective *Attest Clients* under applicable U.S. or India laws, rules and regulations in a manner that is no greater than is reasonably necessary to protect such interests and without being unduly harsh and oppressive to me and my interests in future employment with an *Attest Client*. Further, I acknowledge and agree that because of, among other things, the importance of the *Deloitte Entities* remaining in compliance with applicable independence rules, such approval may be withheld by *Independence* in the event that my employment with an *Attest Client* would, in the view of Deloitte LLP, be inconsistent with applicable laws, rules and regulations or jeopardize the independence of a *Deloitte Entity* with respect to such *Attest Client*.

**15. Restrictions re: Personnel and Contractors.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or hiring or of any of its *Personnel* or contractors of the *Deloitte Entities*, or my participation in their hiring, admission or retention, would necessarily involve the unauthorized use or disclosure of *Confidential Information* or the proprietary relationships and goodwill of the *Deloitte Entities*. Accordingly, during my *Employment* and for one year thereafter, I will not, directly or indirectly, (a) solicit or attempt to solicit, or participate in the solicitation of or any attempt to solicit any *Personnel* to leave a *Deloitte Entity*, or to join any firm or business with which I may be or become affiliated; (b) participate in the hiring or admission of any *Personnel*; or (c) cause a contractor of a *Deloitte Entity* to cease providing services to, with, or on behalf of the *Deloitte Entity*.

**16. Post- Employment Restrictions re: Deloitte Property.** Upon termination of my *Employment*: (a) I will not use or disclose *Deloitte Property*, including, but not limited to, *Confidential Information* and *Works*, for any purpose; (b) I will not retain or take with me any *Deloitte Property*; (c) I will immediately deliver to a *Deloitte Entity* at any location that it designates, at my expense, within one business day after the termination of my *Employment* or on an alternate date designated by a *Deloitte*

*Entity*, any *Deloitte Property* that I may then or thereafter hold or control; and (d) I agree to allow a *Deloitte Entity* to inspect any of my personal or home computers, including smart phones, tablet computers, or any device, media or location capable of storing electronic data, to determine whether any *Deloitte Property* resides on such computers and to permit a *Deloitte Entity* to remove such *Deloitte Property*.

## OTHER POST- EMPLOYMENT OBLIGATIONS

**17. Transition of Work and Cooperation.** Upon termination of my *Employment* for any reason, I will cooperate with a *Deloitte Entity* in all matters relating to the completion of pending work and its orderly transfer. I will also cooperate fully with a *Deloitte Entity* in connection with any threat of or actual legal proceeding against a *Deloitte Entity* or any client, customer or licensor of a *Deloitte Entity* arising out of any matter with or of which I had contact or knowledge during my *Employment*.

**18. Notification of Post- Employment Obligations.** I agree that prior to accepting employment or affiliation with another firm or business I will advise such firm or business of my duties and obligations under this Employment Agreement. After my *Employment* ends, I agree that a *Deloitte Entity* shall be permitted to advise any firm or business with which I have accepted an offer of employment or affiliation concerning my duties and obligations under this Employment Agreement.

**19. Certification.** I agree that during or after my *Employment* I will, if requested, provide written certification in such form as the Employer may require that I have complied with my obligations hereunder, including, without limitation, those obligations set forth in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15 and 16 of this Agreement.

## OUR ENFORCEMENT RIGHTS AND REMEDIES IN THE EVENT OF A BREACH

**20. Equitable Relief and Attorney's Fees.** I acknowledge and agree that a breach of this Employment Agreement, including, but not limited to, a breach of my duties and obligations under the terms and conditions of Paragraphs 4, 5, 7, 8, 9, 10, 12, 14, 15 or 16 would cause irreparable harm to the *Deloitte Entities* and that, in addition to other remedies, the Employer on behalf of itself or another *Deloitte Entity* is entitled to a temporary restraining order, an injunction or other equitable relief to prevent any such breach. I also acknowledge that, to the extent permitted by law, a *Deloitte Entity* will be entitled to the payment of the *Deloitte Entities'* reasonable costs and attorney's fees incurred in enforcing this Employment Agreement. I also acknowledge that, to the extent permitted by law, the Employer may request that a court extend the one year period following the termination of my *Employment*, as provided in Paragraphs 12 and 15, to correspond with the period that I participated in activities prohibited by Paragraphs 12 and 15.

**21. Liquidated Damages: Client Fees.** I agree that in the event of a breach under Paragraph 12, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

**22. Liquidated Damages: Compensation.** I agree that the precise amount of damages flowing from a breach under Paragraph 15 would be impracticable or extremely difficult to ascertain in an actual amount. Therefore, I agree that in the event of a breach under Paragraph 15, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by or owed to any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

**23. Right of Inspection.** I agree to permit the Employer (or to use my best efforts to enable the Employer) to inspect my books and records (and the books and records of any entity which employs or is associated or affiliated with me), upon request and at reasonable times, to enable the Employer to confirm the calculations described above and to verify compliance with Paragraphs 12 and 15. The Employer shall keep confidential any proprietary information obtained, except as may be necessary or desirable to enable the Employer to enforce its rights under this Employment Agreement and except as may be required by any statute, court or administrative order to decree or government ruling or regulation.

**MISCELLANEOUS**

**24. Governing Law; Choice of Forum.** This Employment Agreement is deemed to have been executed in the Employer's office in **Hyderabad, Telangana, India** and will be construed and governed in accordance with the laws of the Republic of India without regard to its conflicts-of-law principles. You agree to submit to jurisdiction before any court of record in which the Employer's office to which you were assigned is located, or in which a breach of this Employment Agreement may occur, at the election of the Employer, and you waive any right to raise questions of personal jurisdiction or venue in any action the Employer may bring against you in any such court. You further agree to accept service of process/summons/legal notice from the Employer when that process/summons/legal notice is either sent to your last known address by certified mail or served by any other means permitted under the law of the jurisdiction in which the Employer may bring an action against you.

**25. Modifications.** My obligations hereunder may not be changed or modified, released, discharged, abandoned or terminated, in whole or in part, except by an instrument in writing signed by an *Authorized Signatory*.

**26. Severability.** Every provision of this Employment Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such term or provision will be enforced to the maximum extent permitted by law and, in any event, such illegality or invalidity shall not affect the validity of the remainder of the Employment Agreement.

**27. Blue-Penciling.** If any court determines that any provision of this Employment Agreement, or any part hereof, or the application of any such provision, or any part hereof, to any person or circumstance is unenforceable or void, such court shall have the power to modify such provision, or any part hereof, to the extent necessary to render it legal and enforceable while preserving its intent, or if such modification is not possible, by substituting therefore another provision that is legal and enforceable and that achieves the same objective.

**28. Waiver.** None of my obligations under this Employment Agreement shall be deemed to have been waived by the Employer except if the giving of such waiver is contained in a written notice given to me and no such waiver shall be deemed to be a waiver of any other or further obligation I have under this Employment Agreement.

**29. Entire Agreement.** This Employment Agreement, the Employer's employment application, the Terms and Conditions of Service issued pursuant to the offer of employment and any documentation employing me or transferring me to the Employer, contain the entire understanding between me and the Employer or any other *Deloitte Entity* with respect to the subject matter hereof and supersedes all prior representations, warranties, and agreements with respect to such subject matter, and no representations, warranties or other covenants exist with respect to such subject matter that are not contained or expressly referred to herein. Notwithstanding the foregoing, any written agreement between a *Deloitte Entity* and me with respect to the subject matter hereof that was signed by me prior to the effective date of this Employment Agreement shall remain valid and enforceable according to the terms of such agreement with respect to all acts and omissions occurring prior to the effective date of this Employment Agreement. In the event of a conflict between this Employment Agreement and the employment application or any other document purporting to set forth terms and conditions of my *Employment*, this Employment Agreement will control.

**30. Transfer and Assignment.** Unless as the Employer shall otherwise determine, the rights, obligations and benefits of the Employer under this Employment Agreement, including but not limited to those rights and benefits relating to my post-Employment obligations set forth in this Paragraph 30 and in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19 and 23 above, are transferred and assigned, in whole or in part (as the Employer shall determine) and without the need for my consent or the formality of documentation or prescribed processes, to (a) any *Deloitte Entity* in connection with my transfer to that *Deloitte Entity* or (b) any entity that acquires all or a part of the assets or business of the Employer. All provisions of this Employment Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, representatives, successors, and assigns of the Employer and me, and any *Deloitte Entity* to which I may be transferred during my *Employment*, provided, however, none of my duties or obligations under this Employment Agreement may be assigned or transferred by me to any other person or entity without the Employer's prior written approval of such assignment or transfer. Any purported assignments in violation of this Paragraph 30 shall be null and void.

**31. Headings.** The headings contained in this Employment Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Employment Agreement.

I have read the foregoing, understand it, and agree to comply with its terms.

**For Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
 6718FF75DA89400...

Pooja Madhani

**Talent**

**Authorized Signatory**

Effective as of , I accept all the terms and conditions of the Employer as stipulated in this Employment Agreement.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

**EXHIBIT A**

The definitions below apply to the italicized terms that appear in the Employment Agreement (including the exhibits):

**Attest Client** – attest client (or an affiliate of such client) of Deloitte & Touche LLP or a *Deloitte Entity*.

**Authorized Signatory** – a director, officer or other person who is authorized to sign on behalf of a *Deloitte Entity*.

**Confidential Information** – any information not generally known to the public, in any *Form*, that (1) relates to the operation of a *Deloitte Entity* or provides the *Deloitte Entities* with a competitive advantage, (2) consists of Personally Identifiable Information (*PII*) or other personal information about *Personnel*, client and other third party personnel, independent contractors, subcontractors, agents, vendors, suppliers or others which the Employer or another *Deloitte Entity* receives in the course of business, and (3) all other information entrusted to the Employer or another *Deloitte Entity* by clients and other third parties. *Confidential Information* includes, but is not limited to, *Intellectual Property*, supplier information, designs, business or marketing plans, forecasts and financial information, tax returns, tax identification numbers, agreements, client or prospective client lists, specific information about clients or prospective clients such as preferences for specific products and services, client or prospective client needs based on financial history and past purchases of services, client or prospective client development plans, specific rates charged to a client or offered to a prospective client and other business or client records. *Confidential Information* also includes, but is not limited to, debit or credit card information, employment applications, organization charts, performance ratings and other personnel records.

**Deloitte Entity** – the Employer, Deloitte LLP, and any corporation, company, partnership, limited liability company or other entity (a) that (i) is owned, directly or indirectly, in whole or in part, by Deloitte LLP (the “Deloitte U.S. Firms”), including but not limited to Deloitte LLP subsidiaries in India, the Deloitte Touche Tohmatsu verein, Deloitte Global Services Limited, Deloitte Global Services Holdings Limited, Deloitte Touche Tohmatsu Limited (“DTTL”) or any member firm of DTTL or affiliate thereof (collectively, the “DTTL Member Firms”) or (ii) controls, is controlled by or is under common control with any of the entities listed in clause (i); or (b) in which any *Personnel* participated on its behalf, or carried out any duties with respect to its affairs. For purposes of this Employment Agreement, the term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract, or otherwise.

**Deloitte Property** – *Confidential Information*, *Systems*, equipment, debit and credit cards issued in connection with my *Employment*, furniture, facilities and any and all other materials owned, licensed or leased by a *Deloitte Entity*, including, without limitation, computerized or electronic information and all copies thereof in any form or media, created by, furnished to, obtained by or prepared by me in the course of my employment in any capacity.

**Deloitte India (Offices of the US)** – The following companies shall be deemed to be the affiliates of each other and are collectively referred to as Deloitte India (Offices of the US): (i) Deloitte Consulting India Private Limited (ii) Deloitte Tax Services India Private Limited (iii) Deloitte Support Services India Private Limited (iv) Deloitte Financial Advisory Services India Private Limited and (v) Deloitte & Touche Assurance & Enterprise Risk Services India Private Limited.

**Electronic Communications** – all text, audio, video, images, information, data, files and attachments created, displayed, sent, received, posted, accessed or stored, whether deleted or not, by means of the *Systems*.

**Employment** – the nature of my relationship with the Employer or a *Deloitte Entity* pursuant to this Employment Agreement. Alternatively, and depending on context, *Employment* is the period of time during which this relationship persists.

**Form** – paper, computer disc, USB drive, website; any other tangible or electronic medium by which information may be stored or accessed; and human memory.

**Independence** – National Office (Independence) of Deloitte LLP.

**Intellectual Property** – works of authorship (including, without limitation, books, articles, data compilations, software and other copyrightable materials), materials, patents, inventions, designs, techniques, methodologies, processes, discoveries, know-how, ideas, trade secrets, moral rights, trademarks and other indicia of origin together with the goodwill therein, and all patent applications, copyright and trademark applications and registrations, and extensions and renewals thereof, throughout the world.

**Intellectual Property Rights** – all rights, title and interest in Intellectual Property.

**PCAOB** – the United States Public Company Accounting Oversight Board.

**Personal Creations** – *Intellectual Property* that meet all of the following criteria: (1) it is conceived, developed, and created by me on my own time without using *Deloitte Property* or *Personnel* (during work hours), facilities, *Confidential Information* or *Works* of a *Deloitte Entity*, (2) it is unrelated to the actual or reasonably anticipated business or research and development of a

*Deloitte Entity*, and (3) it does not result from any work performed by me and the *Personnel* (during work hours) for a *Deloitte Entity*.

**Personnel** – partners, principals, members, officers and employees of a *Deloitte Entity*.

**PII** – information (excluding business contact information such as an individual's name and one or more of the following: organization name, organizational title, organizational role, business address, business telephone number (including business cell phone number and business email address) relating to an identified or identifiable natural person. An identifiable natural person is a natural person who can be identified, directly or indirectly, by reference to an identification number or factors specific to his or her physical, physiological, mental, economic, cultural or social identity. Set forth below is a non-exclusive list of information that constitutes PII when such information relates to an identified or identifiable natural person:

- Account number (bank account, credit card, etc.)
- Address
- Biometric identifier
- Certificate or license number
- Date of birth
- Government identifiers (such as PAN)
- Name\*
- Personnel Number
- Photograph or video identifiable to an individual
- Vehicle identifier or serial number
- Other information related to an individual that may directly or indirectly identify that individual (e.g., salary, performance rating, purchase history, call history, etc.)

\* Note: When an individual's name is used with PII that is not business contact information, it is included in the definition of PII.

**Pre-existing Agreements or Arrangements** – agreements or arrangements that (1) relate to any *Pre-existing Creations*; or (2) may affect my ability to comply with the requirements of this Employment Agreement, including all contractual and other restrictions or obligations with other parties, including any post-employment restrictions and required notifications to the extent applicable under 18 United States Code §207, CFR 3.104-4, and India laws, rules and regulations that may or will impose limitations on my professional activities during my *Employment* (such as any non-compete agreements with prior employers and the one-year ban on lobbying contacts).

**Pre-existing Creations** – any *Intellectual Property* and *Intellectual Property Rights* that were developed or created by me, alone or with others, or otherwise acquired by me, before the period of my employment in any capacity with the Employer, in which I claim any ownership or right.

**Proceedings** – past or pending (1) actual or threatened claims or complaints of, or arising out of service to, present or former clients, (2) regulatory, self-regulatory, disciplinary, administrative, civil or criminal investigations, inquiries, charges, complaints, actions, sanctions, alternative dispute resolution proceedings, other proceedings or matters (other than criminal proceedings which relate solely to the operation of a motor vehicle) of any kind or nature, in India or any other jurisdiction, against me, including criminal proceedings arising out of my provision of professional services, proceedings brought by a professional association, or proceedings involving the Securities and Exchange Board of India, United States Securities and Exchange Commission or the PCAOB, other professional bodies like the Institute of Chartered Accountants of India or (3) matters of any kind or nature which could adversely affect my association with the Employer or my ability to perform my duties or responsibilities to the Employer, whether set forth in this Employment Agreement or otherwise, or my registration with or licensure by any governmental, quasi-governmental, or other regulatory agency, body or entity, in or outside the United States or India.

**Systems** – the communications systems or any part of such systems that a *Deloitte Entity* owns, licenses or operates and approves for use, including, but not limited to, e-mail, text messaging, Lotus Notes, Deloitte Online (eRoom), instant messaging, local area network, wide area network, Intranet (e.g., DeloitteNet, D Street), Internet, extranet, collaborative tools (e.g., blogs, wikis, etc.), laptop and desktop computers, servers, air cards, Personal Digital Assistants, cell phones, telephones and voicemail.

**Works** – all *Intellectual Property*, in any *Form*, created by me, alone or with others, during the period of my *Employment* that (1) is created within the scope of my *Employment*; (2) relates in any manner to the actual or anticipated business, research, or development of a *Deloitte Entity*; (3) results from any work assigned to or performed by me, alone or with others, for the Employer; or (4) is created with the use of *Deloitte Property*.

**EXHIBIT B****Pre-existing Creations; Pre-existing Agreements or Arrangements**

I understand and agree that the Employer makes no attempt to verify my claim of ownership to any of the *Pre-existing Creations* listed, and makes no admission that any *Pre-existing Creations* listed are owned by me.

[If yes, please enter details below]

Yes, I do have *Pre-existing Creations*, *Pre-existing Agreements or Arrangements*

No, I do not have *Pre-existing Creations*, *Pre-existing Agreements or Arrangements*

<b><u>Title</u></b>	<b><u>Date</u></b>	<b><u>Brief Description</u></b>
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\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Print)

ACCEPTED AND AGREED TO:

**Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
6718FF75DA89400...

Pooja Madnani

**Talent**

Its: *Authorized Signatory*

\_\_\_\_\_  
Date

An *Authorized Signatory's* signature is required only if *Pre-existing Creations* or *Pre-existing Agreements* or *Arrangements* are listed pursuant to Paragraphs 2 and 11 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment made in light of Paragraph 2 that *Pre-existing Creations*, if any, are described and explained in sufficient detail so that the likelihood of confusion between the employee's *Pre-existing Creations* and the *Intellectual Property* of a *Deloitte Entity* can be avoided or minimized in the future and further indicates that the *Pre-existing Agreements* or *Arrangements* have been obtained and reviewed and that the *Authorized Signatory* is satisfied that such *Pre-existing Agreements* or *Arrangements* will not interfere with the employee's ability to comply with the requirements of this Employment Agreement.

**EXHIBIT C**

**Proceedings**

[none, unless otherwise specified]

Yes, I do have *Proceedings* to report

No, I do not have *Proceedings* to report

My signature below certifies that to the best of my knowledge, the information I have provided above, pursuant to Paragraph 3, is complete and accurate.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date



**EXHIBIT D**

**Exceptions to Post-Employment Restrictions: re: Clients**

[none, unless otherwise specified]

As specified in Paragraph 13, I agree that after a period of three (3) years from my start date or the date of my employment, as the case may be, the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on Exhibit D to support the application of the obligations of Paragraph 12 to those clients.

Yes, I do have  
Post-Employment Restrictions  
re: Clients

No, I do not have  
Post-Employment Restrictions  
re: Clients

Name of Client

Specified Kind of Services(s) Permitted

ACCEPTED AND AGREED TO:

\_\_\_\_\_

**Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
6718FF75DA89400...

Pooja Madnani

**Talent**

Its: Authorized Signatory

\_\_\_\_\_  
Date

I have read and understood the above policy terms.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

A n *Authorized Signatory's* signature is required only if information is provided pursuant to Paragraph 13 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment that criteria in Paragraph 13 have been fully satisfied, the clients listed have been properly identified, and the kinds of services permitted have been described with sufficient specificity.

## Terms and Conditions of Service

In continuation to our offer of employment with **Deloitte Tax Services India Private Limited** (the "Employer"), please note the terms and conditions of service.

The italicized terms in these Terms and Conditions of Service are defined in **Exhibit A** of the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement hereto.

### Terms of Service

#### 1. COMPLIANCE WITH INDEPENDENCE, ETHICS AND OTHER REQUIREMENTS

Deloitte & Touche LLP performs attest services for certain of its clients and is subject to the independence requirements of, among others, the United States Securities and Exchange Commission (SEC), the United States Public Company Accounting Oversight Board (PCAOB), and the American Institute of Certified Public Accountants (AICPA). These requirements mandate that certain of the Employer's employees and their relatives be independent of some or all of such attest clients and their affiliates in accordance with the policies of Deloitte LLP and its subsidiaries (the "Deloitte US Entities").

Upon joining the Employer, you will be asked to review a listing of the attest clients and the affiliates of such clients of certain of the Deloitte US Entities and disclose relationships or financial holdings that you or your relatives may have that could affect the independence of the Deloitte US Entities. Any relationships or holdings that conflict with, among other things, the requirements of the SEC, the PCAOB or the AICPA or the independence or ethics policies of the Deloitte US Entities will need to be resolved immediately. Further, you will be required to comply with these policies throughout your career with the Employer, including, when applicable, maintaining a current list of certain of your financial interests (but not their value) in the independence tracking system.

As a condition to your joining the Employer and continued employment, you are required to complete a representation regarding your understanding of, and compliance with, independence and other matters, on a periodical basis (as requested beginning on or prior to the date of you joining the Employer, annually thereafter, and upon certain changes in your role in the Employer), the details of which are provided in the independence representation. An example copy of this representation form is available for your reference on [www.deloittenet.com](http://www.deloittenet.com). The representation should be made to the best of your knowledge and ability. It is your responsibility to consult on any matter should you be uncertain or have a question. You are also requested to refer to [www.deloittenet.com](http://www.deloittenet.com) and *Independence* for more information in this respect. The representations made by you will be subject to an audit and may be reviewed by Deloitte LLP representatives and shared with certain third parties. If you are selected for such an audit, you will need to submit certain personal financial records to Deloitte LLP's internal audit team. Please be assured that Deloitte LLP fully intends to keep all information obtained through the audit process confidential and secure. You hereby give your consent to Deloitte LLP to use the information provided by you for such purposes as provided in the policies regarding independence and ethics.

In the event you (i) do not cooperate or comply with the independence requirements, or (ii) do not complete the necessary representations, or (iii) make inaccurate representation(s); you may be subject to disciplinary action including and up to termination of employment with the Employer.

Please feel free to contact or consult *Independence* should you require any further information or if you have any specific concerns in this respect.

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#### 2. NON DISCLOSURE, NON SOLICIT AND INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AGREEMENT ("Employment Agreement")

You will be expected to sign the Employer's Employment Agreement. Please contact Talent for further details.

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#### 3. HARRASSMENT POLICY

**Administrative Policy Release ("APR") 213** is the Employer's policy prohibiting harassment. Deloitte LLP's subsidiaries located in India ("Deloitte India (Offices of the US)") are committed to providing a working environment that is free from harassment based on caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis, in accordance with applicable Indian central, state or local law. Expressly forbidden are unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Depending on the circumstances, such harassment may also include conduct such as stereotyped or demeaning remarks or gestures or the display or circulation, whether in writing or electronically, of materials or pictures offensive to persons because of their caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis in accordance with applicable Indian central, state or local law. The full policy will be accessible to you on DeloitteNet after joining Deloitte U.S. India.

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#### 4. WORKING HOURS, HOLIDAYS, LEAVES AND MATERNITY BENEFITS

You will be provided with your standard working hours, which may vary over the course of your career. The Employer may, from time to time, subject to applicable laws, require the employee to work beyond these hours.

You shall be entitled to paid holidays and leave as per the Employer's policies.

Women employees are eligible for maternity benefits as per the recent amendments (2017) in the maternity benefit act, 1961, including having 26 weeks of maternity leave with pay, as applicable.

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#### 5. RETIREMENT AGE

The age of retirement for employees of Deloitte India (Offices of the US) is 60 years. Your employment will therefore automatically terminate at the end of the month in which you attain 60 years.

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#### 6. TRANSFERS

You may be transferred, assigned, or asked to attend training at the offices of a Deloitte Entity or its clients or third parties in India or abroad with or without additional compensation. In such an event, you will also be governed by the terms and conditions of service applicable to the transfer, assignment, or training.

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#### 7. NOTICE PERIOD FOR TERMINATION OF SERVICES

The notice period for termination of your services is **60 Days** by either side and/or salary in lieu of notice period on part of the Employer only.

The Employer expects all employees to maintain the highest standards of professional conduct at all times.

In order to assure orderly operations and provide the best possible work environment, the Employer expects you to follow rules of conduct that will protect the interests and safety of all personnel, including but not limited to the Code of Ethics and Professional Conduct.

In the event of any breach of the Code of Ethics and Professional Conduct, non-performance of a contractual obligation or the terms and conditions laid down in this Annexure, or if you engage in any misconduct whether or not in connection with or affecting the business or affairs of the Employer or the work conduct, as specified by Employer, you will be subject to disciplinary action up to and including termination of your services/ employment with the Employer without any notice or payment in lieu of notice notwithstanding any other terms and conditions stipulated herein.

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#### 8. MISCONDUCT

Misconduct may include but is not limited to:

- Irregular attendance: repeated or excessive absence, tardiness or early departures/ late comings without approval.
- Unreported or unapproved absence (including overstay of leave) for more than five consecutive days or deviation from assigned and accepted schedule for more than five days.
- Falsification or manipulation in background verification process or employment records, employment information, or other records prior to or after joining the Employer.
- Falsification or manipulation of Deloitte Time & Expense (DTE).
- Knowingly providing false statements, either verbally or in written form.
- Neglect of normal duties and functions.
- Practices such as reading personal materials during working time, having obscene or inappropriate posters or screen savers at your work station, playing games at your work station, etc.
- Continued discharge of work functions that do not meet the standards reasonably expected.
- Breach of the confidentiality provision in the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement including disclosing to any unauthorized person any *Confidential Information* or *PII*.
- Willful insubordination or disobedience, whether or not in combination with another, of any lawful and reasonable instructions of any member of management or any authorised person.
- Engaging in unapproved outside employment and activities as defined in APR 218 (US & IND)

([https://deloitte.net.deloitte.com/About/Policies/Admin/Pages/218\\_OutsideEmploymentActivities\\_US.aspx](https://deloitte.net.deloitte.com/About/Policies/Admin/Pages/218_OutsideEmploymentActivities_US.aspx)).

- Installing, downloading, copying or duplicating any unauthorized or unlicensed software, programs, games, or attachments on any computer system of the Employer or of any *Deloitte Entity* or its clients.
- Engaging in any illegal activities.
- Workplace violence, including threats of physical violence.
- Corporate credit card delinquencies.
- Causing damage to the property of the Employer, any *Deloitte Entity*, its clients, or their respective personnel
- Going on or abetting a strike in contravention of any law.
- Theft of any property belonging to another, the Employer or any *Deloitte Entity*, or their respective personnel, clients, or visitors
- Possession of firearms, explosives, knives or any instruments that can be used as an injurious or deadly weapon in the workplace or at any *Deloitte Entity* sponsored event.
- Corruption, fraud, or misappropriation of funds.
- Failure to comply with the policies, guidelines, rules and regulations of the Employer or a *Deloitte Entity* as applicable.
- Excessive personal use of the Employer's telephone, fax or computer systems.
- Failure to adhere to applicable laws.
- Any act prejudicial to or in conflict with the interests of the Employer or a *Deloitte Entity*.

The above terms and conditions are based on, and should be read in conjunction with, the Employer's policies, guidelines, procedures and other rules currently applicable, including but not limited to Administrative Policy Releases (APRs) and Deloitte India (Offices of the US)'s other policies, guidelines, rules, and regulations. The above rules are subject to amendments from time to time and the amended rules, policies, procedures, and guidelines would be posted on the Employer's Intranet site i.e. <https://deloitte.net.deloitte.com/Pages/Home.aspx> for employee reference. The policies will be updated from time to time in the future and we deem to have your consent to any and all such changes. Furthermore, upon acceptance of employment with the Employer, you may be requested to read and acknowledge acceptance of various policies and guidelines of the Employer. It is expected that you will read and acknowledge all such communications.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name



### Training Agreement

On behalf of **Deloitte Tax Services India Private Limited**, please accept our congratulations on your recent offer of employment to join the Company as **Tax Consultant I** pursuant to the terms and conditions of your offer letter dated **August 26, 2024**. You made a very favorable impression with everyone you met and we are excited about the possibility of you joining the Company.

As you may be aware, as a condition of employment with the Company, you may be required to travel Overseas to attend a series of training sessions for a period of up to 90 days. This training will be a combination of classroom procedural training as well as on-site training to observe employees conducting similar work at various client locations. This training represents the confidence we have in your ability to be a valuable member of the practice of the Company.

As per Company policy, we kindly bring to your attention that all employees attending training overseas are required to sign a Training Agreement which will obligate the employee to repay a calculated amount of the costs associated with the training, only if the employee resigns his/her position or are terminated for cause within a specified period after completion of the training (usually between 6 to 18 months). This repayment obligation disappears after the specified period of time has lapsed. We all look forward to seeing you again soon and having you join our team of outstanding professionals.

Sincerely,

For **Deloitte Tax Services India Private Limited**

DocuSigned by:

*Pooja Madhuni*

6718FF75DA89400...

By:

Signature

**Authorized Signatory**



**Deloitte Tax Services India Private Limited**  
**Deloitte Tower Survey No. 41 Gachibowli Village, Ranga**  
**Reddy District, CIRCLE 3, Hyderabad - 500032, Telangana,**  
**India**

**Tel: +91 040 67621000**  
**www.deloitte.com**

**Subject: Offer of Employment**

**Dear SUMANTH S M:**

On behalf of **Deloitte Tax Services India Private Limited** (the "Employer" or "Company"), I am pleased to confirm our offer of employment to you as **Tax Consultant I** based in **Hyderabad**.

We extend this offer, and the opportunity it represents, with great confidence in your abilities. You have made a very favorable impression with everyone you met and we are excited with the prospect of you joining our organization on **JUNE 26, 2022**.

Your immediate manager will communicate details of your role and work responsibilities in the initial weeks of your joining the Employer. During your employment, the Company may require you to work on any project that you are assigned to, on any technical platforms/skills and nature of the project, in differentiated work timing, at designated work space and location as may be decided by the company.

As part of your annual compensation, you will receive a Total Salary of **Rs 382500** and, will be eligible for a performance linked variable bonus. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount could vary depending upon the business and individual performance each fiscal year and, in some situations, could exceed the payout range indicated. Any amounts paid will be subject to statutory and other deductions as per Employer policies and practices. The details of your compensation breakdown are provided in the attached Annexure A.

As an incentive to join the Company, you are eligible to receive a joining bonus of **Rs./₹ 100,000/-** subject to your reporting for full-time employment on **JUNE 26, 2022**. This amount will attract applicable taxes and will be processed as part of your first month's payroll. You will have an obligation to repay the entire amount of your joining bonus if you resign your position or are terminated for cause by the Company within **12 months** of your start date.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

Your employment with us will be governed by the Terms and Conditions as detailed in **Annexure B**, as well as any and all rules, regulations, guidelines, policies and practices of the Employer, which may be amended from time to time. Deloitte LLP and its U.S.-based subsidiaries (the "Deloitte U.S. Firms") requires their employees to make the necessary representations regarding independence and other matters. Because the Employer is an Indian subsidiary of Deloitte LLP, we must also comply with these independence requirements. Accordingly, this offer is conditional upon you agreeing to make such representations under the Employer's Independence Representations requirements, as further explained in **Annexure B**.

Your compensation details are confidential, and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization. We would like you to join the Employer on, or an alternative mutually agreed upon date.

This offer letter, together with the Annexures described herein, and the Non-Disclosure, Non Solicit and Intellectual Property Rights Assignment Agreement, the Information Security Policy (which you are required to sign upon joining), constitute the entire agreement between the parties with respect to the subject matter of this offer, and supersedes all other previous or contemporaneous oral or written representations, understandings or agreements relating to the subject matter of this offer between you and the Employer or its affiliates.

In compliance with applicable laws, Deloitte India (Offices of the US) provides its professionals with home pick-up and drop transport services within **pre-defined** boundary if their shift timings are between 8:30 p.m. - 6:00 a.m. in Hyderabad, 9:00 p.m. - 6:00 a.m. in Mumbai, Pune; 7:00 p.m. - 6:00 a.m. in Gurugram, 8:00 p.m. - 6:00 a.m. in Bengaluru, Chennai, and Kolkata.


This letter and **Deloitte Tax Services India Private Limited** employment application are intended to be final. To accept the offer and the terms of this letter, please sign below in the space provided within three business days.

everyone you have interviewed with joins me in extending to you congratulations and warm regards. We look forward to you joining our team.

Sincerely,

**For Deloitte Tax Services India Private Limited**

Best regards,

By:   
Signature

**Authorized Signatory**

**Acceptance**

Signature

Date

**Annexure A****Tax Consultant I -**

<b>Description</b>	<b>Monthly</b> (Rs. per month)	<b>Annual</b> (Rs. per Annum)
Basic Pay	<b>17,500</b>	<b>210,000</b>
House Rent Allowance (HRA)	<b>8,750</b>	<b>105,000</b>
Special Allowance <sup>1a &amp; 1b</sup>	<b>11,867</b>	<b>142,404</b>
Leave Travel Allowance <sup>2</sup>	<b>1,750</b>	<b>21,000</b>
Differential Allowance	<b>5,833</b>	<b>69,996</b>
Meal Card <sup>3</sup>	<b>2,200</b>	<b>26,400</b>
Employer's contribution to PF	<b>2,100</b>	<b>25,200</b>
<b>Total Salary (in Rs.)</b>	<b>50,000</b>	<b>600,000</b>
Variable Bonus*	You are eligible for a performance linked variable bonus. It will be paid out at the end of the fiscal year, as applicable and on the basis of your individual performance and performance of the business	
Medical Insurance Premium <sup>4</sup>	<b>3,014</b>	<b>36,167</b>

\*The Variable Bonus will vary, primarily based on your individual performance and the performance of the business, during the Employer's fiscal year which is June through May. Your performance will be formally assessed as a part of the Employer Performance Review Cycle Process. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount will vary depending upon the business and individual performance and in some circumstances, could exceed the payout range indicated. The performance of all the employees who have joined the Employer prior to March 1st will be assessed for the fiscal year ending in May. The disbursement of a Variable Bonus, if applicable, is subject to you being active on the rolls of the Employer, during the Annual Incentive Program payout cycle for the fiscal year. For employees joining during the period March 1st to May 30th, a prorated Variable Bonus, if applicable, will be based on the first year-end review ratings in the subsequent year and paid during the Annual Incentive Program payout cycle of that year. The Variable Bonus will not be paid in the event of termination of employment for any reason on or before the disbursement time. The application and interpretation of, and any determinations related to, the Variable Bonus is at the sole discretion of Employer. Employer may amend or terminate the Variable Bonus at any time. All compensation and benefits are based on employee's position with the Employer in India.

Contd/-....



Annexure A

<sup>1</sup>All employees may claim tax exemption, subject to tax rules from time to time, from their Special Allowance component, expenses incurred towards communication and Driver / Fuel & Maintenance Expenses as per eligibility mentioned below:

**Employee Level -  
Tax Consultant I**

<sup>1a</sup>Communication Expenses

<sup>1b</sup>Fuel Expenses

Only one Post paid mobile, one Land Phone  
and One internet connection bill(s) can be  
claimed.

Petrol / Driver / Insurance / Repairs &  
Maintenance

**Rs./₹ 3,000/-** per month

**Rs./₹ 7,500/-** per month

<sup>1a</sup> The internet/telephone/mobile bills should be in the Employee's name.

<sup>1b</sup> For claiming vehicle running expenses (Driver / Fuel / Repairs & Maintenance expenses) the vehicle has to be in the name of the Employee and the current tax rules are as under. The above limits will be applicable for all those who are on company car lease program and the below limits will apply for all those who are on self-owned car. In case of company leased car, taxability would be as per the current perquisite valuation rules.

Nature of Expenses	Own Vehicle –Maximum Tax exemption limit per month		
	4 Wheelers (Engine Capacity)		
	<= 1600 cc	> 1600 cc	Two Wheelers
Fuel & Maintenance	Rs. 1,800	Rs. 2,400	Rs. 900
Driver's Salary	Rs. 900	Rs. 900	Not applicable

All employees at and above **Senior Staff** are eligible for the company car lease program. If you choose to avail of this benefit, the amount towards lease rental will be paid by the firm on your behalf to the leasing company and your compensation structure will be adjusted accordingly. A revised letter with the new compensation structure will be issued that will supersede this letter for all practical purposes.

<sup>2</sup> The Leave Travel Allowance (LTA) will be paid on a monthly basis as an allowance with tax deducted at source. If you choose to avail the tax benefit on LTA, you should submit proof of expenses incurred by you for Self and / your immediate dependents. The taxability or otherwise of LTA will be as per the Income Tax Act 1961, details of which will form part of the LTA Form.

<sup>3</sup> Meal Card amount will be credited at the start of each month and for the first month (For New Hires) prorated amount will be processed as part of payroll. If not collected, it will be processed as a taxable amount with the salary.

<sup>4</sup> Annual Floating Medical Insurance Coverage for self and **6 dependents** is being paid by the Employer on your behalf. The premium amount is subject to change every year post renewal of insurance policy. In case you opt for an enhancement of the coverage limit, the additional premium will be adjusted accordingly from the special allowance.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

You may also be eligible to either a One-time Stipend or a temporary lodging basis joining the registered office location, you will receive a survey from Deloitte prior to your joining.

You may select the best option for availing the relocation assistance. If an employee who has availed this reimbursement decides to quit within 18 months from the date of relocation claim for whatever reason, the relocation reimbursement paid to the employee will be recovered in full, from the employee's full and final settlement.

By joining the Company, you will become a member under the 'Deloitte USI Employees Welfare Trust' and may be required to make a nominal contribution as a member.

Original bills towards the above components should be submitted during the Income Tax fiscal period evidencing the expenditure to get Income Tax exemption, failing which the same will attract applicable Income Tax.

Submission of false, tampered or altered bills as proof of expense for any of the above components will result in disciplinary action including termination of employment.

**Your compensation above is subject to income tax deduction per rules and guidelines prescribed under the prevailing tax laws. This may change from time to time in line with the amendments done in tax laws.**



## Annexure B

### **Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement ("Employment Agreement")**

In consideration of my employment by **Deloitte Tax Services India Private Limited**, an Employer incorporated under the provisions of the Companies Act, 1956 and having its registered office **Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District, CIRCLE 3, Hyderabad - 500032, Telangana, India** (the "Employer") as **Tax Consultant I** - and other valuable consideration, I acknowledge and agree that:

#### **PRELIMINARY MATTERS**

**1. Defined Terms.** The italicized terms in this agreement (the "Employment Agreement") are defined in **Exhibit A** hereto.

**2. Pre-existing Agreements or Arrangements.** I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Agreements or Arrangements*. The Employer expects me to abide by all restrictions or obligations that are contained in such Pre-existing Agreements or Arrangements and to avoid involvement, while employed by the Employer, in any matter that could pose a conflict as a result of confidential information or intellectual property obtained by me prior to my *Employment*. I further represent that none of these restrictions or obligations, including those set forth in any non-compete agreements with prior employers, is inconsistent with my acceptance of the Employer's offer of *Employment* or my becoming, and serving as, **Tax Consultant I** of the Employer. To the extent applicable and if I am joining the Employer after having served as an employee or official of the United States Government, I further represent that: (1) I have disclosed my prior participation, if any, in any discussions or negotiations with, or decisions to award contracts to, the Deloitte U.S. Firms while I was employed by the United States Government; and (2) I had either recused myself or had not played an active role in the applicable United States Government agency's decision to award any contracts to the Deloitte U.S. Firms while I was employed by the United States Government.

#### **PROTECTION OF OUR BUSINESS**

**3. Reporting of Proceedings.** Except as provided by law and except as I have disclosed in writing on **Exhibit C** to this Agreement, I represent and warrant that I have no *Proceedings* to report. Should I become a subject of any *Proceedings* during my association with the Employer, I agree to immediately report, in writing, all relevant facts to the Chief Talent Officer of Deloitte LLP, the Regional Talent Director of the Employer, and the Chief Ethics and Compliance Officer of Deloitte LLP. I understand that my responses are subject to audit and review by the Employer and others in accordance with applicable professional, ethical, legal, or Employer requirements, rules, regulations, policies, or practices, or other requests.

**4. Confidentiality.** I acknowledge that, by virtue of my *Employment*, I will acquire and be exposed to, have access to, make use of and/or create *Confidential Information*. Therefore, I agree to hold in trust and confidence all such *Confidential Information*. I will neither disclose any such *Confidential Information* to anyone outside a *Deloitte Entity* without the prior written approval of an *Authorized Signatory*, except as required by my authorized duties for the Employer, nor use any such *Confidential Information* for any purpose other than for the benefit of a *Deloitte Entity*.

**5. Third Party Information and Property.** I agree that during my *Employment*, I shall not use or disclose any confidential information or intellectual property of any former employer or other person or entity without the prior written authorization of such employer, person or entity and the prior written consent of an *Authorized Signatory*. If I were to use or disclose any such Confidential Information or Intellectual Property without prior consent, and any of the *Deloitte Entities* become the subject of any claim from a third party regarding such unauthorized use or disclosure, I agree to hold harmless and indemnify the *Deloitte Entities* for any legal defense costs and/or damages related to any such claim.

**6. Authorization.** Only employees of the Employer holding a senior or managerial position with the Employer will be authorized by a specific authorization, delegation, or power of attorney to sign legal documents, representing the Employer. Similarly, only such authorized employees of the Employer may speak about the Employer, the business and plans, various client-related projects etc.

**7. Competing Activities and Conflict of Interest.** During the period of my *Employment* I will not, directly or indirectly, participate in or in any way render services or assistance to any business that is or may be competitive with a *Deloitte Entity*, whether or not for compensation, or engage in any conduct which might result in, or create the appearance of using my position for private gain or other than for the benefit of a *Deloitte Entity*, or otherwise create a conflict, or the appearance of a conflict, of interest with a *Deloitte Entity*. Such conduct shall include, but not be limited to, having an undisclosed financial interest in any vendor or supplier of a *Deloitte Entity*, accepting payments of any kind or gifts other than of a nominal value from vendors, clients or suppliers, or having an undisclosed relationship with a family member or other individual who is employed or

associated with any entity in active or potential competition with a *Deloitte Entity*, and which creates a conflict of interest. I represent and warrant that I am not currently aware of any present or past violation of this provision.

**8. Authorization to Access Systems and Electronic Communications and use of Deloitte Property.** I understand that while employed with a *Deloitte Entity*, I will use and have access to the Systems. I also acknowledge that a *Deloitte Entity* has the right at any time to access, retrieve, delete, monitor, examine, use and/or disclose my Electronic Communications and information from (or about) me and the content, without notice to me, and that such *Electronic Communications* are considered part of a *Deloitte Entity's* business and client records and are not to be considered private or personal to me or any other *Personnel*. I further acknowledge that this right extends to *Electronic Communications* transmitted for either a business or personal purpose.

I agree that I am authorized to access the *Systems* only for approved business purposes and occasional personal use if such use does not interfere with my work responsibilities and other required business activities, business operations, or *Systems* performance. However, I also acknowledge that such occasional personal use does not create an expectation of privacy as to any of my personal *Electronic Communications* and, as such, are *Deloitte Property*.

I further acknowledge that I am not authorized to use the *Systems* for personal gain or any illegal or unethical use. I agree that under no circumstances am I authorized to access any of the *Systems* for the purpose of obtaining *Deloitte Property* for a competitor of a *Deloitte Entity*, transmitting *Deloitte Property* to me (e.g., emailing *Confidential Information* to my personal email address) or to a third party for purposes other than furthering the business objectives of a *Deloitte Entity*. I am not authorized to download a *Deloitte Entity's Confidential Information* or other *Deloitte Property* to removable media such as a CD Rom, disk or thumb drive other than as authorized for furthering the business objectives of a *Deloitte Entity*.

I will be responsible for the safe keeping and return in good condition and order of all the *Deloitte Property* that may be in my use, custody, care or charge. For the loss of any *Deloitte Property* in my possession or custody or for which I have been assigned responsibility, the Employer will have a right to assess on its own basis and recover from me, the damages in respect of such materials (out of the amounts due to me or otherwise) and to take such other legal action as it deems appropriate including termination of my employment without notice or payment in lieu thereof in the event of my failure to account for such material or property to its satisfaction.

**9. Security.** I am provided with a worktable and lockable storage space. I will ensure they are locked when unattended and understand that a duplicate key will only be provided if I sign for it. I am required to display my identity card to the appropriate security personnel on demand and at all times within the office premises.

**10. Ownership of Works.**

a. I agree that the Employer owns all rights, title and interest in and to all *Works*.

b. I agree that all *Works* are deemed works made for hire under India copyright or applicable laws or equivalent laws of any applicable foreign jurisdiction, and all *Intellectual Property Rights* therein vest automatically in the Employer upon creation of the *Works*. I agree that, to the extent any *Work* is held not to be a work made for hire, I hereby irrevocably assign all *Intellectual Property Rights* in the *Work* to the Employer. Notwithstanding anything contained in Section 19(4) of the Indian Copyright Act, 1957, I agree that such assignment shall continue to be in force for perpetuity irrespective of whether or not the Employer exercises its rights as the assignee for any period of time.

c. I will at all times, even after termination of my *Employment*, do whatever the Employer reasonably requests of me, at the Employer's expense, to document the assignment of any *Works* to the Employer or to assist the Employer in pursuing, renewing, extending or assigning any *Intellectual Property Rights*, and otherwise perfecting, protecting and enforcing said *Intellectual Property Rights* in, any *Works*. I agree that, as between me and the Employer, the Employer shall be the sole author, inventor, and owner of all such *Works* and *Intellectual Property Rights* therein throughout the world, and that the Employer shall have the sole right to seek copyright registrations, patents or trademark registrations, including all extensions and renewals thereof. I also hereby agree that I waive all moral rights in any *Works*.

I also agree to assign all my right, title and interest in and to any particular *Works* to a third party as directed by the Employer.

In the event the Employer is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraphs, I hereby irrevocably designate and appoint the Employer and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and in my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraphs with the same legal force and effect as if executed by me. I hereby waive any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any *Works* assigned hereunder to the Employer.

d. During a 12 month period after termination of my *Employment*, I agree that any *Intellectual Property* I create or conceive that results from and is related to any work assigned to or performed by me for the Employer, or that was created using *Deloitte Property*, is a *Work* that is subject to Paragraph 10 (b) above. For purposes of clarification, the foregoing provision is in addition to, and not in limitation of, any rights and remedies the Employer may have under the applicable laws protecting *Intellectual*

*Property of the Deloitte Entities.*

e. I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Employer) of all *Works* developed by me during the period of my employment with the Employer, which records shall be available to and remain the sole property of the Employer at all times.

**11. Pre-existing Creations; Personal Creations.** My obligations in Paragraph 10 do not apply to *Pre-existing Creations* and *Personal Creations*. I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Creations*. I acknowledge and agree that I will not assert any ownership rights against the *Deloitte Entities*, or their respective clients, with respect to any *Pre-existing Creations* unless they appear on **Exhibit B**, and **Exhibit B** has been accepted and agreed to by an *Authorized Signatory* who has signed at the bottom of such **Exhibit B**. I further agree that I shall not use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment* without the prior written consent of an *Authorized Signatory*. To the extent that I use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment*, I agree that, except as otherwise provided in a written agreement executed by me and the Employer, I hereby grant to the Employer an irrevocable, royalty free, perpetual, fully paid up, transferable, sub-licensable license to use, reproduce, distribute, display, perform, modify and create derivative works of and otherwise exploit such *Pre-existing Creations* or *Personal Creations* for any purpose including, but not limited to, client engagements.

**12. Post- Employment Restrictions re: Clients.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or serving of certain clients related to my work for a *Deloitte Entity* would necessarily involve the unauthorized use or disclosure of *Confidential Information*, and the proprietary relationships and goodwill of the *Deloitte Entities*, and, in the case of my serving of certain clients, could compromise the full compliance of the Employer or another *Deloitte Entity* with the applicable laws, rules and regulations of a U.S. or India regulatory body or other independence-related requirement of a regulatory body. Accordingly, during the period of my *Employment* and for a period of one year thereafter, I will not, directly or indirectly, solicit or provide services to any existing client of a *Deloitte Entity* with which I had personal contact and provided services during the two-year period prior to termination of my *Employment*.

**13. Exceptions to Post- Employment Restrictions re: Clients.** I understand that the obligations of Paragraph 12 will not apply for a period of three (3) years after my start date or the date of my promotion or transfer to clients of a *Deloitte Entity* and/or certain specified kinds of services rendered to such clients that meet all of the following criteria: (a) are personal clients of mine who came to a *Deloitte Entity* solely to avail themselves of certain specified kinds of services rendered by me and only as a result of my own independent recruitment efforts, which a *Deloitte Entity* neither subsidized nor otherwise financially supported as part of a program of client development, (b) are listed on **Exhibit D** expressly by name with respect to client and with sufficient specificity with respect to the kinds of service(s) that I will be permitted to render, and (c) are accepted and agreed to as to their listing on **Exhibit D** by an *Authorized Signatory* who has signed at the bottom of such Exhibit. I agree that after a period of three (3) years from my start date or the date of my promotion or transfer the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on **Exhibit D** to support the application of the obligations of Paragraph 12 to those clients.

**14. Future Employment with Clients.** Except as otherwise provided herein, I understand that I am not prohibited from accepting employment with a client (or an affiliate of such client) of a *Deloitte Entity*. Before entering into substantive discussions with an *Attest Client* regarding any employment opportunity, I acknowledge and agree that during my *Employment* and for five years thereafter I must first notify *Independence* and obtain prior written approval from *Independence*. I acknowledge and understand that it is the intent of the Employer to interpret and apply this provision (a) in an effort to ensure the full compliance of the *Deloitte Entities* with applicable U.S. and India laws, rules, and regulations; (b) to serve the public interest; and (c) to protect the legitimate interests of the *Deloitte Entities* or their respective *Attest Clients* under applicable U.S. or India laws, rules and regulations in a manner that is no greater than is reasonably necessary to protect such interests and without being unduly harsh and oppressive to me and my interests in future employment with an *Attest Client*. Further, I acknowledge and agree that because of, among other things, the importance of the *Deloitte Entities* remaining in compliance with applicable independence rules, such approval may be withheld by *Independence* in the event that my employment with an *Attest Client* would, in the view of Deloitte LLP, be inconsistent with applicable laws, rules and regulations or jeopardize the independence of a *Deloitte Entity* with respect to such *Attest Client*.

**15. Restrictions re: Personnel and Contractors.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or hiring or of any of its *Personnel* or contractors of the *Deloitte Entities*, or my participation in their hiring, admission or retention, would necessarily involve the unauthorized use or disclosure of *Confidential Information* or the proprietary relationships and goodwill of the *Deloitte Entities*. Accordingly, during my *Employment* and for one year thereafter, I will not, directly or indirectly, (a) solicit or attempt to solicit, or participate in the solicitation of or any attempt to solicit any *Personnel* to leave a *Deloitte Entity*, or to join any firm or business with which I may be or become affiliated; (b) participate in the hiring or admission of any *Personnel*; or (c) cause a contractor of a *Deloitte Entity* to cease providing services to, with, or on behalf of the *Deloitte Entity*.

**16. Post- Employment Restrictions re: Deloitte Property.** Upon termination of my *Employment*: (a) I will not use or disclose *Deloitte Property*, including, but not limited to, *Confidential Information* and *Works*, for any purpose; (b) I will not retain or take with me any *Deloitte Property*; (c) I will immediately deliver to a *Deloitte Entity* at any location that it designates, at my expense, within one business day after the termination of my *Employment* or on an alternate date designated by a *Deloitte*

*Entity*, any *Deloitte Property* that I may then or thereafter hold or control; and (d) I agree to allow a *Deloitte Entity* to inspect any of my personal or home computers, including smart phones, tablet computers, or any device, media or location capable of storing electronic data, to determine whether any *Deloitte Property* resides on such computers and to permit a *Deloitte Entity* to remove such *Deloitte Property*.

## **OTHER POST- EMPLOYMENT OBLIGATIONS**

**17. Transition of Work and Cooperation.** Upon termination of my *Employment* for any reason, I will cooperate with a *Deloitte Entity* in all matters relating to the completion of pending work and its orderly transfer. I will also cooperate fully with a *Deloitte Entity* in connection with any threat of or actual legal proceeding against a *Deloitte Entity* or any client, customer or licensor of a *Deloitte Entity* arising out of any matter with or of which I had contact or knowledge during my *Employment*.

**18. Notification of Post- Employment Obligations.** I agree that prior to accepting employment or affiliation with another firm or business I will advise such firm or business of my duties and obligations under this Employment Agreement. After my *Employment* ends, I agree that a *Deloitte Entity* shall be permitted to advise any firm or business with which I have accepted an offer of employment or affiliation concerning my duties and obligations under this Employment Agreement.

**19. Certification.** I agree that during or after my *Employment* I will, if requested, provide written certification in such form as the Employer may require that I have complied with my obligations hereunder, including, without limitation, those obligations set forth in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15 and 16 of this Agreement.

## **OUR ENFORCEMENT RIGHTS AND REMEDIES IN THE EVENT OF A BREACH**

**20. Equitable Relief and Attorney's Fees.** I acknowledge and agree that a breach of this Employment Agreement, including, but not limited to, a breach of my duties and obligations under the terms and conditions of Paragraphs 4, 5, 7, 8, 9, 10, 12, 14, 15 or 16 would cause irreparable harm to the *Deloitte Entities* and that, in addition to other remedies, the Employer on behalf of itself or another *Deloitte Entity* is entitled to a temporary restraining order, an injunction or other equitable relief to prevent any such breach. I also acknowledge that, to the extent permitted by law, a *Deloitte Entity* will be entitled to the payment of the *Deloitte Entities'* reasonable costs and attorney's fees incurred in enforcing this Employment Agreement. I also acknowledge that, to the extent permitted by law, the Employer may request that a court extend the one year period following the termination of my *Employment*, as provided in Paragraphs 12 and 15, to correspond with the period that I participated in activities prohibited by Paragraphs 12 and 15.

**21. Liquidated Damages: Client Fees.** I agree that in the event of a breach under Paragraph 12, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

**22. Liquidated Damages: Compensation.** I agree that the precise amount of damages flowing from a breach under Paragraph 15 would be impracticable or extremely difficult to ascertain in an actual amount. Therefore, I agree that in the event of a breach under Paragraph 15, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by or owed to any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

**23. Right of Inspection.** I agree to permit the Employer (or to use my best efforts to enable the Employer) to inspect my books and records (and the books and records of any entity which employs or is associated or affiliated with me), upon request and at reasonable times, to enable the Employer to confirm the calculations described above and to verify compliance with Paragraphs 12 and 15. The Employer shall keep confidential any proprietary information obtained, except as may be necessary or desirable to enable the Employer to enforce its rights under this Employment Agreement and except as may be required by any statute, court or administrative order to decree or government ruling or regulation.

**MISCELLANEOUS**

**24. Governing Law; Choice of Forum.** This Employment Agreement is deemed to have been executed in the Employer's office in **Hyderabad, Telangana, India** and will be construed and governed in accordance with the laws of the Republic of India without regard to its conflicts-of-law principles. You agree to submit to jurisdiction before any court of record in which the Employer's office to which you were assigned is located, or in which a breach of this Employment Agreement may occur, at the election of the Employer, and you waive any right to raise questions of personal jurisdiction or venue in any action the Employer may bring against you in any such court. You further agree to accept service of process/summons/legal notice from the Employer when that process/summons/legal notice is either sent to your last known address by certified mail or served by any other means permitted under the law of the jurisdiction in which the Employer may bring an action against you.

**25. Modifications.** My obligations hereunder may not be changed or modified, released, discharged, abandoned or terminated, in whole or in part, except by an instrument in writing signed by an *Authorized Signatory*.

**26. Severability.** Every provision of this Employment Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such term or provision will be enforced to the maximum extent permitted by law and, in any event, such illegality or invalidity shall not affect the validity of the remainder of the Employment Agreement.

**27. Blue-Penciling.** If any court determines that any provision of this Employment Agreement, or any part hereof, or the application of any such provision, or any part hereof, to any person or circumstance is unenforceable or void, such court shall have the power to modify such provision, or any part hereof, to the extent necessary to render it legal and enforceable while preserving its intent, or if such modification is not possible, by substituting therefore another provision that is legal and enforceable and that achieves the same objective.

**28. Waiver.** None of my obligations under this Employment Agreement shall be deemed to have been waived by the Employer except if the giving of such waiver is contained in a written notice given to me and no such waiver shall be deemed to be a waiver of any other or further obligation I have under this Employment Agreement.

**29. Entire Agreement.** This Employment Agreement, the Employer's employment application, the Terms and Conditions of Service issued pursuant to the offer of employment and any documentation employing me or transferring me to the Employer, contain the entire understanding between me and the Employer or any other *Deloitte Entity* with respect to the subject matter hereof and supersedes all prior representations, warranties, and agreements with respect to such subject matter, and no representations, warranties or other covenants exist with respect to such subject matter that are not contained or expressly referred to herein. Notwithstanding the foregoing, any written agreement between a *Deloitte Entity* and me with respect to the subject matter hereof that was signed by me prior to the effective date of this Employment Agreement shall remain valid and enforceable according to the terms of such agreement with respect to all acts and omissions occurring prior to the effective date of this Employment Agreement. In the event of a conflict between this Employment Agreement and the employment application or any other document purporting to set forth terms and conditions of my *Employment*, this Employment Agreement will control.

**30. Transfer and Assignment.** Unless as the Employer shall otherwise determine, the rights, obligations and benefits of the Employer under this Employment Agreement, including but not limited to those rights and benefits relating to my post-Employment obligations set forth in this Paragraph 30 and in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19 and 23 above, are transferred and assigned, in whole or in part (as the Employer shall determine) and without the need for my consent or the formality of documentation or prescribed processes, to (a) any *Deloitte Entity* in connection with my transfer to that *Deloitte Entity* or (b) any entity that acquires all or a part of the assets or business of the Employer. All provisions of this Employment Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, representatives, successors, and assigns of the Employer and me, and any *Deloitte Entity* to which I may be transferred during my *Employment*, provided, however, none of my duties or obligations under this Employment Agreement may be assigned or transferred by me to any other person or entity without the Employer's prior written approval of such assignment or transfer. Any purported assignments in violation of this Paragraph 30 shall be null and void.

**31. Headings.** The headings contained in this Employment Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Employment Agreement.

I have read the foregoing, understand it, and agree to comply with its terms.

**For Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
 6718FF75DA89400...

Pooja Madhani

**Talent**

**Authorized Signatory**

Effective as of , I accept all the terms and conditions of the Employer as stipulated in this Employment Agreement.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

**EXHIBIT A**

The definitions below apply to the italicized terms that appear in the Employment Agreement (including the exhibits):

**Attest Client** – attest client (or an affiliate of such client) of Deloitte & Touche LLP or a *Deloitte Entity*.

**Authorized Signatory** – a director, officer or other person who is authorized to sign on behalf of a *Deloitte Entity*.

**Confidential Information** – any information not generally known to the public, in any *Form*, that (1) relates to the operation of a *Deloitte Entity* or provides the *Deloitte Entities* with a competitive advantage, (2) consists of Personally Identifiable Information (*PII*) or other personal information about *Personnel*, client and other third party personnel, independent contractors, subcontractors, agents, vendors, suppliers or others which the Employer or another *Deloitte Entity* receives in the course of business, and (3) all other information entrusted to the Employer or another *Deloitte Entity* by clients and other third parties. *Confidential Information* includes, but is not limited to, *Intellectual Property*, supplier information, designs, business or marketing plans, forecasts and financial information, tax returns, tax identification numbers, agreements, client or prospective client lists, specific information about clients or prospective clients such as preferences for specific products and services, client or prospective client needs based on financial history and past purchases of services, client or prospective client development plans, specific rates charged to a client or offered to a prospective client and other business or client records. *Confidential Information* also includes, but is not limited to, debit or credit card information, employment applications, organization charts, performance ratings and other personnel records.

**Deloitte Entity** – the Employer, Deloitte LLP, and any corporation, company, partnership, limited liability company or other entity (a) that (i) is owned, directly or indirectly, in whole or in part, by Deloitte LLP (the “Deloitte U.S. Firms”), including but not limited to Deloitte LLP subsidiaries in India, the Deloitte Touche Tohmatsu verein, Deloitte Global Services Limited, Deloitte Global Services Holdings Limited, Deloitte Touche Tohmatsu Limited (“DTTL”) or any member firm of DTTL or affiliate thereof (collectively, the “DTTL Member Firms”) or (ii) controls, is controlled by or is under common control with any of the entities listed in clause (i); or (b) in which any *Personnel* participated on its behalf, or carried out any duties with respect to its affairs. For purposes of this Employment Agreement, the term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract, or otherwise.

**Deloitte Property** – *Confidential Information*, *Systems*, equipment, debit and credit cards issued in connection with my *Employment*, furniture, facilities and any and all other materials owned, licensed or leased by a *Deloitte Entity*, including, without limitation, computerized or electronic information and all copies thereof in any form or media, created by, furnished to, obtained by or prepared by me in the course of my employment in any capacity.

**Deloitte India (Offices of the US)** - The following companies shall be deemed to be the affiliates of each other and are collectively referred to as Deloitte India (Offices of the US): (i) Deloitte Consulting India Private Limited (ii) Deloitte Tax Services India Private Limited (iii) Deloitte Support Services India Private Limited (iv) Deloitte Financial Advisory Services India Private Limited and (v) Deloitte & Touche Assurance & Enterprise Risk Services India Private Limited.

**Electronic Communications** – all text, audio, video, images, information, data, files and attachments created, displayed, sent, received, posted, accessed or stored, whether deleted or not, by means of the *Systems*.

**Employment** – the nature of my relationship with the Employer or a *Deloitte Entity* pursuant to this Employment Agreement. Alternatively, and depending on context, *Employment* is the period of time during which this relationship persists.

**Form** - paper, computer disc, USB drive, website; any other tangible or electronic medium by which information may be stored or accessed; and human memory.

**Independence** – National Office (Independence) of Deloitte LLP.

**Intellectual Property** - works of authorship (including, without limitation, books, articles, data compilations, software and other copyrightable materials), materials, patents, inventions, designs, techniques, methodologies, processes, discoveries, know-how, ideas, trade secrets, moral rights, trademarks and other indicia of origin together with the goodwill therein, and all patent applications, copyright and trademark applications and registrations, and extensions and renewals thereof, throughout the world.

**Intellectual Property Rights** – all rights, title and interest in Intellectual Property.

**PCAOB** – the United States Public Company Accounting Oversight Board.

**Personal Creations** – *Intellectual Property* that meet all of the following criteria: (1) it is conceived, developed, and created by me on my own time without using *Deloitte Property* or *Personnel* (during work hours), facilities, *Confidential Information* or *Works* of a *Deloitte Entity*, (2) it is unrelated to the actual or reasonably anticipated business or research and development of a



*Deloitte Entity*, and (3) it does not result from any work performed by me and the *Personnel* (during work hours) for a *Deloitte Entity*.

**Personnel** – partners, principals, members, officers and employees of a *Deloitte Entity*.

**PII** – information (excluding business contact information such as an individual's name and one or more of the following: organization name, organizational title, organizational role, business address, business telephone number (including business cell phone number and business email address) relating to an identified or identifiable natural person. An identifiable natural person is a natural person who can be identified, directly or indirectly, by reference to an identification number or factors specific to his or her physical, physiological, mental, economic, cultural or social identity. Set forth below is a non-exclusive list of information that constitutes PII when such information relates to an identified or identifiable natural person:

- Account number (bank account, credit card, etc.)
- Address
- Biometric identifier
- Certificate or license number
- Date of birth
- Government identifiers (such as PAN)
- Name\*
- Personnel Number
- Photograph or video identifiable to an individual
- Vehicle identifier or serial number
- Other information related to an individual that may directly or indirectly identify that individual (e.g., salary, performance rating, purchase history, call history, etc.)

\* Note: When an individual's name is used with PII that is not business contact information, it is included in the definition of PII.

**Pre-existing Agreements or Arrangements** – agreements or arrangements that (1) relate to any *Pre-existing Creations*; or (2) may affect my ability to comply with the requirements of this Employment Agreement, including all contractual and other restrictions or obligations with other parties, including any post-employment restrictions and required notifications to the extent applicable under 18 United States Code §207, CFR 3.104-4, and India laws, rules and regulations that may or will impose limitations on my professional activities during my *Employment* (such as any non-compete agreements with prior employers and the one-year ban on lobbying contacts).

**Pre-existing Creations** – any *Intellectual Property* and *Intellectual Property Rights* that were developed or created by me, alone or with others, or otherwise acquired by me, before the period of my employment in any capacity with the Employer, in which I claim any ownership or right.

**Proceedings** – past or pending (1) actual or threatened claims or complaints of, or arising out of service to, present or former clients, (2) regulatory, self-regulatory, disciplinary, administrative, civil or criminal investigations, inquiries, charges, complaints, actions, sanctions, alternative dispute resolution proceedings, other proceedings or matters (other than criminal proceedings which relate solely to the operation of a motor vehicle) of any kind or nature, in India or any other jurisdiction, against me, including criminal proceedings arising out of my provision of professional services, proceedings brought by a professional association, or proceedings involving the Securities and Exchange Board of India, United States Securities and Exchange Commission or the PCAOB, other professional bodies like the Institute of Chartered Accountants of India or (3) matters of any kind or nature which could adversely affect my association with the Employer or my ability to perform my duties or responsibilities to the Employer, whether set forth in this Employment Agreement or otherwise, or my registration with or licensure by any governmental, quasi-governmental, or other regulatory agency, body or entity, in or outside the United States or India.

**Systems** – the communications systems or any part of such systems that a *Deloitte Entity* owns, licenses or operates and approves for use, including, but not limited to, e-mail, text messaging, Lotus Notes, Deloitte Online (eRoom), instant messaging, local area network, wide area network, Intranet (e.g., DeloitteNet, D Street), Internet, extranet, collaborative tools (e.g., blogs, wikis, etc.), laptop and desktop computers, servers, air cards, Personal Digital Assistants, cell phones, telephones and voicemail.

**Works** – all *Intellectual Property*, in any *Form*, created by me, alone or with others, during the period of my *Employment* that (1) is created within the scope of my *Employment*; (2) relates in any manner to the actual or anticipated business, research, or development of a *Deloitte Entity*; (3) results from any work assigned to or performed by me, alone or with others, for the Employer; or (4) is created with the use of *Deloitte Property*.

**EXHIBIT B****Pre-existing Creations; Pre-existing Agreements or Arrangements**

I understand and agree that the Employer makes no attempt to verify my claim of ownership to any of the *Pre-existing Creations* listed, and makes no admission that any *Pre-existing Creations* listed are owned by me.

[If yes, please enter details below]

Yes, I do have *Pre-existing Creations*, *Pre-existing Agreements or Arrangements*

No, I do not have *Pre-existing Creations*, *Pre-existing Agreements or Arrangements*

<b><u>Title</u></b>	<b><u>Date</u></b>	<b><u>Brief Description</u></b>
---------------------	--------------------	---------------------------------

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Print)

ACCEPTED AND AGREED TO:

**Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
6718FF75DA89400...

Pooja Madnani

**Talent**

Its: *Authorized Signatory*

\_\_\_\_\_  
Date

An *Authorized Signatory's* signature is required only if *Pre-existing Creations* or *Pre-existing Agreements* or *Arrangements* are listed pursuant to Paragraphs 2 and 11 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment made in light of Paragraph 2 that *Pre-existing Creations*, if any, are described and explained in sufficient detail so that the likelihood of confusion between the employee's *Pre-existing Creations* and the *Intellectual Property* of a *Deloitte Entity* can be avoided or minimized in the future and further indicates that the *Pre-existing Agreements* or *Arrangements* have been obtained and reviewed and that the *Authorized Signatory* is satisfied that such *Pre-existing Agreements* or *Arrangements* will not interfere with the employee's ability to comply with the requirements of this Employment Agreement.

**EXHIBIT C**

**Proceedings**

[none, unless otherwise specified]

Yes, I do have *Proceedings* to report

No, I do not have *Proceedings* to report

My signature below certifies that to the best of my knowledge, the information I have provided above, pursuant to Paragraph 3, is complete and accurate.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

**EXHIBIT D**

**Exceptions to Post-Employment Restrictions: re: Clients**

[none, unless otherwise specified]

As specified in Paragraph 13, I agree that after a period of three (3) years from my start date or the date of my employment, as the case may be, the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on Exhibit D to support the application of the obligations of Paragraph 12 to those clients.

Yes, I do have  
Post-Employment Restrictions  
re: Clients

No, I do not have  
Post-Employment Restrictions  
re: Clients

Name of Client

Specified Kind of Services(s) Permitted

ACCEPTED AND AGREED TO:

**Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
6718FF75DA89400...

Pooja Madnani

**Talent**

Its: Authorized Signatory

\_\_\_\_\_  
Date

I have read and understood the above policy terms.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

A n *Authorized Signatory's* signature is required only if information is provided pursuant to Paragraph 13 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment that criteria in Paragraph 13 have been fully satisfied, the clients listed have been properly identified, and the kinds of services permitted have been described with sufficient specificity.

## Terms and Conditions of Service

In continuation to our offer of employment with **Deloitte Tax Services India Private Limited** (the "Employer"), please note the terms and conditions of service.

The italicized terms in these Terms and Conditions of Service are defined in **Exhibit A** of the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement hereto.

### Terms of Service

#### 1. COMPLIANCE WITH INDEPENDENCE, ETHICS AND OTHER REQUIREMENTS

Deloitte & Touche LLP performs attest services for certain of its clients and is subject to the independence requirements of, among others, the United States Securities and Exchange Commission (SEC), the United States Public Company Accounting Oversight Board (PCAOB), and the American Institute of Certified Public Accountants (AICPA). These requirements mandate that certain of the Employer's employees and their relatives be independent of some or all of such attest clients and their affiliates in accordance with the policies of Deloitte LLP and its subsidiaries (the "Deloitte US Entities").

Upon joining the Employer, you will be asked to review a listing of the attest clients and the affiliates of such clients of certain of the Deloitte US Entities and disclose relationships or financial holdings that you or your relatives may have that could affect the independence of the Deloitte US Entities. Any relationships or holdings that conflict with, among other things, the requirements of the SEC, the PCAOB or the AICPA or the independence or ethics policies of the Deloitte US Entities will need to be resolved immediately. Further, you will be required to comply with these policies throughout your career with the Employer, including, when applicable, maintaining a current list of certain of your financial interests (but not their value) in the independence tracking system.

As a condition to your joining the Employer and continued employment, you are required to complete a representation regarding your understanding of, and compliance with, independence and other matters, on a periodical basis (as requested beginning on or prior to the date of you joining the Employer, annually thereafter, and upon certain changes in your role in the Employer), the details of which are provided in the independence representation. An example copy of this representation form is available for your reference on [www.deloittenet.com](http://www.deloittenet.com). The representation should be made to the best of your knowledge and ability. It is your responsibility to consult on any matter should you be uncertain or have a question. You are also requested to refer to [www.deloittenet.com](http://www.deloittenet.com) and *Independence* for more information in this respect. The representations made by you will be subject to an audit and may be reviewed by Deloitte LLP representatives and shared with certain third parties. If you are selected for such an audit, you will need to submit certain personal financial records to Deloitte LLP's internal audit team. Please be assured that Deloitte LLP fully intends to keep all information obtained through the audit process confidential and secure. You hereby give your consent to Deloitte LLP to use the information provided by you for such purposes as provided in the policies regarding independence and ethics.

In the event you (i) do not cooperate or comply with the independence requirements, or (ii) do not complete the necessary representations, or (iii) make inaccurate representation(s); you may be subject to disciplinary action including and up to termination of employment with the Employer.

Please feel free to contact or consult *Independence* should you require any further information or if you have any specific concerns in this respect.

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#### 2. NON DISCLOSURE, NON SOLICIT AND INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AGREEMENT ("Employment Agreement")

You will be expected to sign the Employer's Employment Agreement. Please contact Talent for further details.

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#### 3. HARRASSMENT POLICY

**Administrative Policy Release ("APR") 213** is the Employer's policy prohibiting harassment. Deloitte LLP's subsidiaries located in India ("Deloitte India (Offices of the US)") are committed to providing a working environment that is free from harassment based on caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis, in accordance with applicable Indian central, state or local law. Expressly forbidden are unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Depending on the circumstances, such harassment may also include conduct such as stereotyped or demeaning remarks or gestures or the display or circulation, whether in writing or electronically, of materials or pictures offensive to persons because of their caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis in accordance with applicable Indian central, state or local law. The full policy will be accessible to you on DeloitteNet after joining Deloitte U.S. India.

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#### 4. WORKING HOURS, HOLIDAYS, LEAVES AND MATERNITY BENEFITS

You will be provided with your standard working hours, which may vary over the course of your career. The Employer may, from time to time, subject to applicable laws, require the employee to work beyond these hours.

You shall be entitled to paid holidays and leave as per the Employer's policies.

Women employees are eligible for maternity benefits as per the recent amendments (2017) in the maternity benefit act, 1961, including having 26 weeks of maternity leave with pay, as applicable.

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#### 5. RETIREMENT AGE

The age of retirement for employees of Deloitte India (Offices of the US) is 60 years. Your employment will therefore automatically terminate at the end of the month in which you attain 60 years.

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#### 6. TRANSFERS

You may be transferred, assigned, or asked to attend training at the offices of a Deloitte Entity or its clients or third parties in India or abroad with or without additional compensation. In such an event, you will also be governed by the terms and conditions of service applicable to the transfer, assignment, or training.

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#### 7. NOTICE PERIOD FOR TERMINATION OF SERVICES

The notice period for termination of your services is **60 Days** by either side and/or salary in lieu of notice period on part of the Employer only.

The Employer expects all employees to maintain the highest standards of professional conduct at all times.

In order to assure orderly operations and provide the best possible work environment, the Employer expects you to follow rules of conduct that will protect the interests and safety of all personnel, including but not limited to the Code of Ethics and Professional Conduct.

In the event of any breach of the Code of Ethics and Professional Conduct, non-performance of a contractual obligation or the terms and conditions laid down in this Annexure, or if you engage in any misconduct whether or not in connection with or affecting the business or affairs of the Employer or the work conduct, as specified by Employer, you will be subject to disciplinary action up to and including termination of your services/ employment with the Employer without any notice or payment in lieu of notice notwithstanding any other terms and conditions stipulated herein.

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#### 8. MISCONDUCT

Misconduct may include but is not limited to:

- Irregular attendance: repeated or excessive absence, tardiness or early departures/ late comings without approval.
- Unreported or unapproved absence (including overstay of leave) for more than five consecutive days or deviation from assigned and accepted schedule for more than five days.
- Falsification or manipulation in background verification process or employment records, employment information, or other records prior to or after joining the Employer.
- Falsification or manipulation of Deloitte Time & Expense (DTE).
- Knowingly providing false statements, either verbally or in written form.
- Neglect of normal duties and functions.
- Practices such as reading personal materials during working time, having obscene or inappropriate posters or screen savers at your work station, playing games at your work station, etc.
- Continued discharge of work functions that do not meet the standards reasonably expected.
- Breach of the confidentiality provision in the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement including disclosing to any unauthorized person any *Confidential Information* or *PII*.
- Willful insubordination or disobedience, whether or not in combination with another, of any lawful and reasonable instructions of any member of management or any authorised person.
- Engaging in unapproved outside employment and activities as defined in APR 218 (US & IND)

([https://deloittenet.deloitte.com/About/Policies/Admin/Pages/218\\_OutsideEmploymentActivities\\_US.aspx](https://deloittenet.deloitte.com/About/Policies/Admin/Pages/218_OutsideEmploymentActivities_US.aspx)).

- Installing, downloading, copying or duplicating any unauthorized or unlicensed software, programs, games, or attachments on any computer system of the Employer or of any *Deloitte Entity* or its clients.
- Engaging in any illegal activities.
- Workplace violence, including threats of physical violence.
- Corporate credit card delinquencies.
- Causing damage to the property of the Employer, any *Deloitte Entity*, its clients, or their respective personnel
- Going on or abetting a strike in contravention of any law.
- Theft of any property belonging to another, the Employer or any *Deloitte Entity*, or their respective personnel, clients, or visitors
- Possession of firearms, explosives, knives or any instruments that can be used as an injurious or deadly weapon in the workplace or at any *Deloitte Entity* sponsored event.
- Corruption, fraud, or misappropriation of funds.
- Failure to comply with the policies, guidelines, rules and regulations of the Employer or a *Deloitte Entity* as applicable.
- Excessive personal use of the Employer's telephone, fax or computer systems.
- Failure to adhere to applicable laws.
- Any act prejudicial to or in conflict with the interests of the Employer or a *Deloitte Entity*.

The above terms and conditions are based on, and should be read in conjunction with, the Employer's policies, guidelines, procedures and other rules currently applicable, including but not limited to Administrative Policy Releases (APRs) and Deloitte India (Offices of the US)'s other policies, guidelines, rules, and regulations. The above rules are subject to amendments from time to time and the amended rules, policies, procedures, and guidelines would be posted on the Employer's Intranet site i.e. <https://deloittenet.deloitte.com/Pages/Home.aspx> for employee reference. The policies will be updated from time to time in the future and we deem to have your consent to any and all such changes. Furthermore, upon acceptance of employment with the Employer, you may be requested to read and acknowledge acceptance of various policies and guidelines of the Employer. It is expected that you will read and acknowledge all such communications.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name



### Training Agreement

On behalf of **Deloitte Tax Services India Private Limited**, please accept our congratulations on your recent offer of employment to join the Company as **Tax Consultant I** pursuant to the terms and conditions of your offer letter dated **August 26, 2024**. You made a very favorable impression with everyone you met and we are excited about the possibility of you joining the Company.

As you may be aware, as a condition of employment with the Company, you may be required to travel Overseas to attend a series of training sessions for a period of up to 90 days. This training will be a combination of classroom procedural training as well as on-site training to observe employees conducting similar work at various client locations. This training represents the confidence we have in your ability to be a valuable member of the practice of the Company.

As per Company policy, we kindly bring to your attention that all employees attending training overseas are required to sign a Training Agreement which will obligate the employee to repay a calculated amount of the costs associated with the training, only if the employee resigns his/her position or are terminated for cause within a specified period after completion of the training (usually between 6 to 18 months). This repayment obligation disappears after the specified period of time has lapsed. We all look forward to seeing you again soon and having you join our team of outstanding professionals.

Sincerely,

For **Deloitte Tax Services India Private Limited**

DocuSigned by:

*Pooja Madhuni*

6718FF75DA89400...

By:

Signature

**Authorized Signatory**





**Deloitte Tax Services India Private Limited**  
**Deloitte Tower Survey No. 41 Gachibowli Village, Ranga**  
**Reddy District, CIRCLE 3, Hyderabad - 500032, Telangana,**  
**India**

**Tel: +91 040 67621000**  
**www.deloitte.com**

**Subject: Offer of Employment**

**Dear SUMIT KASHYAP:**

On behalf of **Deloitte Tax Services India Private Limited** (the "Employer" or "Company"), I am pleased to confirm our offer of employment to you as **Tax Consultant I** based in **Hyderabad**.

We extend this offer, and the opportunity it represents, with great confidence in your abilities. You have made a very favorable impression with everyone you met and we are excited with the prospect of you joining our organization on **JUNE 26, 2022**.

Your immediate manager will communicate details of your role and work responsibilities in the initial weeks of your joining the Employer. During your employment, the Company may require you to work on any project that you are assigned to, on any technical platforms/skills and nature of the project, in differentiated work timing, at designated work space and location as may be decided by the company.

As part of your annual compensation, you will receive a Total Salary of **Rs 382500** and, will be eligible for a performance linked variable bonus. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount could vary depending upon the business and individual performance each fiscal year and, in some situations, could exceed the payout range indicated. Any amounts paid will be subject to statutory and other deductions as per Employer policies and practices. The details of your compensation breakdown are provided in the attached Annexure A.

As an incentive to join the Company, you are eligible to receive a joining bonus of **Rs./₹ 100,000/-** subject to your reporting for full-time employment on **JUNE 26, 2022**. This amount will attract applicable taxes and will be processed as part of your first month's payroll. You will have an obligation to repay the entire amount of your joining bonus if you resign your position or are terminated for cause by the Company within **12 months** of your start date.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

Your employment with us will be governed by the Terms and Conditions as detailed in **Annexure B**, as well as any and all rules, regulations, guidelines, policies and practices of the Employer, which may be amended from time to time. Deloitte LLP and its U.S.-based subsidiaries (the "Deloitte U.S. Firms") requires their employees to make the necessary representations regarding independence and other matters. Because the Employer is an Indian subsidiary of Deloitte LLP, we must also comply with these independence requirements. Accordingly, this offer is conditional upon you agreeing to make such representations under the Employer's Independence Representations requirements, as further explained in **Annexure B**.

Your compensation details are confidential, and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization. We would like you to join the Employer on, or an alternative mutually agreed upon date.

This offer letter, together with the Annexures described herein, and the Non-Disclosure, Non Solicit and Intellectual Property Rights Assignment Agreement, the Information Security Policy (which you are required to sign upon joining), constitute the entire agreement between the parties with respect to the subject matter of this offer, and supersedes all other previous or contemporaneous oral or written representations, understandings or agreements relating to the subject matter of this offer between you and the Employer or its affiliates.

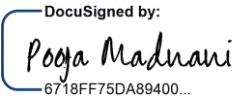
In compliance with applicable laws, Deloitte India (Offices of the US) provides its professionals with home pick-up and drop transport services within **pre-defined** boundary if their shift timings are between 8:30 p.m. - 6:00 a.m. in Hyderabad, 9:00 p.m. - 6:00 a.m. in Mumbai, Pune; 7:00 p.m. – 6:00 a.m. in Gurugram, 8:00 p.m. - 6:00 a.m. in Bengaluru, Chennai, and Kolkata.

This letter and **Deloitte Tax Services India Private Limited** employment application are intended to be final. To accept the offer and the terms of this letter, please sign below in the space provided within three business days.

everyone you have interviewed with joins me in extending to you congratulations and warm regards. We look forward to you joining our team.

Sincerely,

**For Deloitte Tax Services India Private Limited**  
Best regards,

By:   
Signature

**Authorized Signatory**

**Acceptance**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Annexure A****Tax Consultant I -**

<b>Description</b>	<b>Monthly</b> (Rs. per month)	<b>Annual</b> (Rs. per Annum)
Basic Pay	<b>17,500</b>	<b>210,000</b>
House Rent Allowance (HRA)	<b>8,750</b>	<b>105,000</b>
Special Allowance <sup>1a &amp; 1b</sup>	<b>11,867</b>	<b>142,404</b>
Leave Travel Allowance <sup>2</sup>	<b>1,750</b>	<b>21,000</b>
Differential Allowance	<b>5,833</b>	<b>69,996</b>
Meal Card <sup>3</sup>	<b>2,200</b>	<b>26,400</b>
Employer's contribution to PF	<b>2,100</b>	<b>25,200</b>
<b>Total Salary (in Rs.)</b>	<b>50,000</b>	<b>600,000</b>
Variable Bonus*	You are eligible for a performance linked variable bonus. It will be paid out at the end of the fiscal year, as applicable and on the basis of your individual performance and performance of the business	
Medical Insurance Premium <sup>4</sup>	<b>3,014</b>	<b>36,167</b>

\*The Variable Bonus will vary, primarily based on your individual performance and the performance of the business, during the Employer's fiscal year which is June through May. Your performance will be formally assessed as a part of the Employer Performance Review Cycle Process. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount will vary depending upon the business and individual performance and in some circumstances, could exceed the payout range indicated. The performance of all the employees who have joined the Employer prior to March 1st will be assessed for the fiscal year ending in May. The disbursement of a Variable Bonus, if applicable, is subject to you being active on the rolls of the Employer, during the Annual Incentive Program payout cycle for the fiscal year. For employees joining during the period March 1st to May 30th, a prorated Variable Bonus, if applicable, will be based on the first year-end review ratings in the subsequent year and paid during the Annual Incentive Program payout cycle of that year. The Variable Bonus will not be paid in the event of termination of employment for any reason on or before the disbursement time. The application and interpretation of, and any determinations related to, the Variable Bonus is at the sole discretion of Employer. Employer may amend or terminate the Variable Bonus at any time. All compensation and benefits are based on employee's position with the Employer in India.

Contd/-....

Annexure A

<sup>1</sup>All employees may claim tax exemption, subject to tax rules from time to time, from their Special Allowance component, expenses incurred towards communication and Driver / Fuel & Maintenance Expenses as per eligibility mentioned below:

**Employee Level -  
Tax Consultant I**

<sup>1a</sup>Communication Expenses

<sup>1b</sup>Fuel Expenses

*Only one Post paid mobile, one Land Phone  
and One internet connection bill(s) can be  
claimed.*

*Petrol / Driver / Insurance / Repairs &  
Maintenance*

**Rs./₹ 3,000/-** per month

**Rs./₹ 7,500/-** per month

<sup>1a</sup> The internet/telephone/mobile bills should be in the Employee's name.

<sup>1b</sup> For claiming vehicle running expenses (Driver / Fuel / Repairs & Maintenance expenses) the vehicle has to be in the name of the Employee and the current tax rules are as under. The above limits will be applicable for all those who are on company car lease program and the below limits will apply for all those who are on self-owned car. In case of company leased car, taxability would be as per the current perquisite valuation rules.

Nature of Expenses	Own Vehicle –Maximum Tax exemption limit per month		
	4 Wheelers (Engine Capacity)		
	<= 1600 cc	> 1600 cc	Two Wheelers
Fuel & Maintenance	Rs. 1,800	Rs. 2,400	Rs. 900
Driver's Salary	Rs. 900	Rs. 900	Not applicable

All employees at and above **Senior Staff** are eligible for the company car lease program. If you choose to avail of this benefit, the amount towards lease rental will be paid by the firm on your behalf to the leasing company and your compensation structure will be adjusted accordingly. A revised letter with the new compensation structure will be issued that will supersede this letter for all practical purposes.

<sup>2</sup> The Leave Travel Allowance (LTA) will be paid on a monthly basis as an allowance with tax deducted at source. If you choose to avail the tax benefit on LTA, you should submit proof of expenses incurred by you for Self and / your immediate dependents. The taxability or otherwise of LTA will be as per the Income Tax Act 1961, details of which will form part of the LTA Form.

<sup>3</sup> Meal Card amount will be credited at the start of each month and for the first month (For New Hires) prorated amount will be processed as part of payroll. If not collected, it will be processed as a taxable amount with the salary.

<sup>4</sup> Annual Floating Medical Insurance Coverage for self and **6 dependents** is being paid by the Employer on your behalf. The premium amount is subject to change every year post renewal of insurance policy. In case you opt for an enhancement of the coverage limit, the additional premium will be adjusted accordingly from the special allowance.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

You may also be eligible to either a One-time Stipend or a temporary lodging basis joining the registered office location, you will receive a survey from Deloitte prior to your joining.

You may select the best option for availing the relocation assistance. If an employee who has availed this reimbursement decides to quit within 18 months from the date of relocation claim for whatever reason, the relocation reimbursement paid to the employee will be recovered in full, from the employee's full and final settlement.

By joining the Company, you will become a member under the 'Deloitte USI Employees Welfare Trust' and may be required to make a nominal contribution as a member.

Original bills towards the above components should be submitted during the Income Tax fiscal period evidencing the expenditure to get Income Tax exemption, failing which the same will attract applicable Income Tax.

Submission of false, tampered or altered bills as proof of expense for any of the above components will result in disciplinary action including termination of employment.

**Your compensation above is subject to income tax deduction per rules and guidelines prescribed under the prevailing tax laws. This may change from time to time in line with the amendments done in tax laws.**



## Annexure B

### **Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement ("Employment Agreement")**

In consideration of my employment by **Deloitte Tax Services India Private Limited**, an Employer incorporated under the provisions of the Companies Act, 1956 and having its registered office **Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District, CIRCLE 3, Hyderabad - 500032, Telangana, India** (the "Employer") as **Tax Consultant I** - and other valuable consideration, I acknowledge and agree that:

#### **PRELIMINARY MATTERS**

**1. Defined Terms.** The italicized terms in this agreement (the "Employment Agreement") are defined in **Exhibit A** hereto.

**2. Pre-existing Agreements or Arrangements.** I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Agreements or Arrangements*. The Employer expects me to abide by all restrictions or obligations that are contained in such Pre-existing Agreements or Arrangements and to avoid involvement, while employed by the Employer, in any matter that could pose a conflict as a result of confidential information or intellectual property obtained by me prior to my *Employment*. I further represent that none of these restrictions or obligations, including those set forth in any non-compete agreements with prior employers, is inconsistent with my acceptance of the Employer's offer of *Employment* or my becoming, and serving as, **Tax Consultant I** of the Employer. To the extent applicable and if I am joining the Employer after having served as an employee or official of the United States Government, I further represent that: (1) I have disclosed my prior participation, if any, in any discussions or negotiations with, or decisions to award contracts to, the Deloitte U.S. Firms while I was employed by the United States Government; and (2) I had either recused myself or had not played an active role in the applicable United States Government agency's decision to award any contracts to the Deloitte U.S. Firms while I was employed by the United States Government.

#### **PROTECTION OF OUR BUSINESS**

**3. Reporting of Proceedings.** Except as provided by law and except as I have disclosed in writing on **Exhibit C** to this Agreement, I represent and warrant that I have no *Proceedings* to report. Should I become a subject of any *Proceedings* during my association with the Employer, I agree to immediately report, in writing, all relevant facts to the Chief Talent Officer of Deloitte LLP, the Regional Talent Director of the Employer, and the Chief Ethics and Compliance Officer of Deloitte LLP. I understand that my responses are subject to audit and review by the Employer and others in accordance with applicable professional, ethical, legal, or Employer requirements, rules, regulations, policies, or practices, or other requests.

**4. Confidentiality.** I acknowledge that, by virtue of my *Employment*, I will acquire and be exposed to, have access to, make use of and/or create *Confidential Information*. Therefore, I agree to hold in trust and confidence all such *Confidential Information*. I will neither disclose any such *Confidential Information* to anyone outside a *Deloitte Entity* without the prior written approval of an *Authorized Signatory*, except as required by my authorized duties for the Employer, nor use any such *Confidential Information* for any purpose other than for the benefit of a *Deloitte Entity*.

**5. Third Party Information and Property.** I agree that during my *Employment*, I shall not use or disclose any confidential information or intellectual property of any former employer or other person or entity without the prior written authorization of such employer, person or entity and the prior written consent of an *Authorized Signatory*. If I were to use or disclose any such Confidential Information or Intellectual Property without prior consent, and any of the *Deloitte Entities* become the subject of any claim from a third party regarding such unauthorized use or disclosure, I agree to hold harmless and indemnify the *Deloitte Entities* for any legal defense costs and/or damages related to any such claim.

**6. Authorization.** Only employees of the Employer holding a senior or managerial position with the Employer will be authorized by a specific authorization, delegation, or power of attorney to sign legal documents, representing the Employer. Similarly, only such authorized employees of the Employer may speak about the Employer, the business and plans, various client-related projects etc.

**7. Competing Activities and Conflict of Interest.** During the period of my *Employment* I will not, directly or indirectly, participate in or in any way render services or assistance to any business that is or may be competitive with a *Deloitte Entity*, whether or not for compensation, or engage in any conduct which might result in, or create the appearance of using my position for private gain or other than for the benefit of a *Deloitte Entity*, or otherwise create a conflict, or the appearance of a conflict, of interest with a *Deloitte Entity*. Such conduct shall include, but not be limited to, having an undisclosed financial interest in any vendor or supplier of a *Deloitte Entity*, accepting payments of any kind or gifts other than of a nominal value from vendors, clients or suppliers, or having an undisclosed relationship with a family member or other individual who is employed or

associated with any entity in active or potential competition with a *Deloitte Entity*, and which creates a conflict of interest. I represent and warrant that I am not currently aware of any present or past violation of this provision.

**8. Authorization to Access Systems and Electronic Communications and use of Deloitte Property.** I understand that while employed with a *Deloitte Entity*, I will use and have access to the Systems. I also acknowledge that a *Deloitte Entity* has the right at any time to access, retrieve, delete, monitor, examine, use and/or disclose my Electronic Communications and information from (or about) me and the content, without notice to me, and that such *Electronic Communications* are considered part of a *Deloitte Entity's* business and client records and are not to be considered private or personal to me or any other *Personnel*. I further acknowledge that this right extends to *Electronic Communications* transmitted for either a business or personal purpose.

I agree that I am authorized to access the *Systems* only for approved business purposes and occasional personal use if such use does not interfere with my work responsibilities and other required business activities, business operations, or *Systems* performance. However, I also acknowledge that such occasional personal use does not create an expectation of privacy as to any of my personal *Electronic Communications* and, as such, are *Deloitte Property*.

I further acknowledge that I am not authorized to use the *Systems* for personal gain or any illegal or unethical use. I agree that under no circumstances am I authorized to access any of the *Systems* for the purpose of obtaining *Deloitte Property* for a competitor of a *Deloitte Entity*, transmitting *Deloitte Property* to me (e.g., emailing *Confidential Information* to my personal email address) or to a third party for purposes other than furthering the business objectives of a *Deloitte Entity*. I am not authorized to download a *Deloitte Entity's Confidential Information* or other *Deloitte Property* to removable media such as a CD Rom, disk or thumb drive other than as authorized for furthering the business objectives of a *Deloitte Entity*.

I will be responsible for the safe keeping and return in good condition and order of all the *Deloitte Property* that may be in my use, custody, care or charge. For the loss of any *Deloitte Property* in my possession or custody or for which I have been assigned responsibility, the Employer will have a right to assess on its own basis and recover from me, the damages in respect of such materials (out of the amounts due to me or otherwise) and to take such other legal action as it deems appropriate including termination of my employment without notice or payment in lieu thereof in the event of my failure to account for such material or property to its satisfaction.

**9. Security.** I am provided with a worktable and lockable storage space. I will ensure they are locked when unattended and understand that a duplicate key will only be provided if I sign for it. I am required to display my identity card to the appropriate security personnel on demand and at all times within the office premises.

**10. Ownership of Works.**

a. I agree that the Employer owns all rights, title and interest in and to all *Works*.

b. I agree that all *Works* are deemed works made for hire under India copyright or applicable laws or equivalent laws of any applicable foreign jurisdiction, and all *Intellectual Property Rights* therein vest automatically in the Employer upon creation of the *Works*. I agree that, to the extent any *Work* is held not to be a work made for hire, I hereby irrevocably assign all *Intellectual Property Rights* in the *Work* to the Employer. Notwithstanding anything contained in Section 19(4) of the Indian Copyright Act, 1957, I agree that such assignment shall continue to be in force for perpetuity irrespective of whether or not the Employer exercises its rights as the assignee for any period of time.

c. I will at all times, even after termination of my *Employment*, do whatever the Employer reasonably requests of me, at the Employer's expense, to document the assignment of any *Works* to the Employer or to assist the Employer in pursuing, renewing, extending or assigning any *Intellectual Property Rights*, and otherwise perfecting, protecting and enforcing said *Intellectual Property Rights* in, any *Works*. I agree that, as between me and the Employer, the Employer shall be the sole author, inventor, and owner of all such *Works* and *Intellectual Property Rights* therein throughout the world, and that the Employer shall have the sole right to seek copyright registrations, patents or trademark registrations, including all extensions and renewals thereof. I also hereby agree that I waive all moral rights in any *Works*.

I also agree to assign all my right, title and interest in and to any particular *Works* to a third party as directed by the Employer.

In the event the Employer is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraphs, I hereby irrevocably designate and appoint the Employer and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and in my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraphs with the same legal force and effect as if executed by me. I hereby waive any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any *Works* assigned hereunder to the Employer.

d. During a 12 month period after termination of my *Employment*, I agree that any *Intellectual Property* I create or conceive that results from and is related to any work assigned to or performed by me for the Employer, or that was created using *Deloitte Property*, is a *Work* that is subject to Paragraph 10 (b) above. For purposes of clarification, the foregoing provision is in addition to, and not in limitation of, any rights and remedies the Employer may have under the applicable laws protecting *Intellectual*

*Property of the Deloitte Entities.*

e. I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Employer) of all *Works* developed by me during the period of my employment with the Employer, which records shall be available to and remain the sole property of the Employer at all times.

**11. Pre-existing Creations; Personal Creations.** My obligations in Paragraph 10 do not apply to *Pre-existing Creations* and *Personal Creations*. I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Creations*. I acknowledge and agree that I will not assert any ownership rights against the *Deloitte Entities*, or their respective clients, with respect to any *Pre-existing Creations* unless they appear on **Exhibit B**, and **Exhibit B** has been accepted and agreed to by an *Authorized Signatory* who has signed at the bottom of such **Exhibit B**. I further agree that I shall not use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment* without the prior written consent of an *Authorized Signatory*. To the extent that I use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment*, I agree that, except as otherwise provided in a written agreement executed by me and the Employer, I hereby grant to the Employer an irrevocable, royalty free, perpetual, fully paid up, transferable, sub-licensable license to use, reproduce, distribute, display, perform, modify and create derivative works of and otherwise exploit such *Pre-existing Creations* or *Personal Creations* for any purpose including, but not limited to, client engagements.

**12. Post- Employment Restrictions re: Clients.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or serving of certain clients related to my work for a *Deloitte Entity* would necessarily involve the unauthorized use or disclosure of *Confidential Information*, and the proprietary relationships and goodwill of the *Deloitte Entities*, and, in the case of my serving of certain clients, could compromise the full compliance of the Employer or another *Deloitte Entity* with the applicable laws, rules and regulations of a U.S. or India regulatory body or other independence-related requirement of a regulatory body. Accordingly, during the period of my *Employment* and for a period of one year thereafter, I will not, directly or indirectly, solicit or provide services to any existing client of a *Deloitte Entity* with which I had personal contact and provided services during the two-year period prior to termination of my *Employment*.

**13. Exceptions to Post- Employment Restrictions re: Clients.** I understand that the obligations of Paragraph 12 will not apply for a period of three (3) years after my start date or the date of my promotion or transfer to clients of a *Deloitte Entity* and/or certain specified kinds of services rendered to such clients that meet all of the following criteria: (a) are personal clients of mine who came to a *Deloitte Entity* solely to avail themselves of certain specified kinds of services rendered by me and only as a result of my own independent recruitment efforts, which a *Deloitte Entity* neither subsidized nor otherwise financially supported as part of a program of client development, (b) are listed on **Exhibit D** expressly by name with respect to client and with sufficient specificity with respect to the kinds of service(s) that I will be permitted to render, and (c) are accepted and agreed to as to their listing on **Exhibit D** by an *Authorized Signatory* who has signed at the bottom of such Exhibit. I agree that after a period of three (3) years from my start date or the date of my promotion or transfer the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on **Exhibit D** to support the application of the obligations of Paragraph 12 to those clients.

**14. Future Employment with Clients.** Except as otherwise provided herein, I understand that I am not prohibited from accepting employment with a client (or an affiliate of such client) of a *Deloitte Entity*. Before entering into substantive discussions with an *Attest Client* regarding any employment opportunity, I acknowledge and agree that during my *Employment* and for five years thereafter I must first notify *Independence* and obtain prior written approval from *Independence*. I acknowledge and understand that it is the intent of the Employer to interpret and apply this provision (a) in an effort to ensure the full compliance of the *Deloitte Entities* with applicable U.S. and India laws, rules, and regulations; (b) to serve the public interest; and (c) to protect the legitimate interests of the *Deloitte Entities* or their respective *Attest Clients* under applicable U.S. or India laws, rules and regulations in a manner that is no greater than is reasonably necessary to protect such interests and without being unduly harsh and oppressive to me and my interests in future employment with an *Attest Client*. Further, I acknowledge and agree that because of, among other things, the importance of the *Deloitte Entities* remaining in compliance with applicable independence rules, such approval may be withheld by *Independence* in the event that my employment with an *Attest Client* would, in the view of Deloitte LLP, be inconsistent with applicable laws, rules and regulations or jeopardize the independence of a *Deloitte Entity* with respect to such *Attest Client*.

**15. Restrictions re: Personnel and Contractors.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or hiring or of any of its *Personnel* or contractors of the *Deloitte Entities*, or my participation in their hiring, admission or retention, would necessarily involve the unauthorized use or disclosure of *Confidential Information* or the proprietary relationships and goodwill of the *Deloitte Entities*. Accordingly, during my *Employment* and for one year thereafter, I will not, directly or indirectly, (a) solicit or attempt to solicit, or participate in the solicitation of or any attempt to solicit any *Personnel* to leave a *Deloitte Entity*, or to join any firm or business with which I may be or become affiliated; (b) participate in the hiring or admission of any *Personnel*; or (c) cause a contractor of a *Deloitte Entity* to cease providing services to, with, or on behalf of the *Deloitte Entity*.

**16. Post- Employment Restrictions re: Deloitte Property.** Upon termination of my *Employment*: (a) I will not use or disclose *Deloitte Property*, including, but not limited to, *Confidential Information* and *Works*, for any purpose; (b) I will not retain or take with me any *Deloitte Property*; (c) I will immediately deliver to a *Deloitte Entity* at any location that it designates, at my expense, within one business day after the termination of my *Employment* or on an alternate date designated by a *Deloitte*

*Entity*, any *Deloitte Property* that I may then or thereafter hold or control; and (d) I agree to allow a *Deloitte Entity* to inspect any of my personal or home computers, including smart phones, tablet computers, or any device, media or location capable of storing electronic data, to determine whether any *Deloitte Property* resides on such computers and to permit a *Deloitte Entity* to remove such *Deloitte Property*.

## OTHER POST- EMPLOYMENT OBLIGATIONS

**17. Transition of Work and Cooperation.** Upon termination of my *Employment* for any reason, I will cooperate with a *Deloitte Entity* in all matters relating to the completion of pending work and its orderly transfer. I will also cooperate fully with a *Deloitte Entity* in connection with any threat of or actual legal proceeding against a *Deloitte Entity* or any client, customer or licensor of a *Deloitte Entity* arising out of any matter with or of which I had contact or knowledge during my *Employment*.

**18. Notification of Post- Employment Obligations.** I agree that prior to accepting employment or affiliation with another firm or business I will advise such firm or business of my duties and obligations under this Employment Agreement. After my *Employment* ends, I agree that a *Deloitte Entity* shall be permitted to advise any firm or business with which I have accepted an offer of employment or affiliation concerning my duties and obligations under this Employment Agreement.

**19. Certification.** I agree that during or after my *Employment* I will, if requested, provide written certification in such form as the Employer may require that I have complied with my obligations hereunder, including, without limitation, those obligations set forth in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15 and 16 of this Agreement.

## OUR ENFORCEMENT RIGHTS AND REMEDIES IN THE EVENT OF A BREACH

**20. Equitable Relief and Attorney's Fees.** I acknowledge and agree that a breach of this Employment Agreement, including, but not limited to, a breach of my duties and obligations under the terms and conditions of Paragraphs 4, 5, 7, 8, 9, 10, 12, 14, 15 or 16 would cause irreparable harm to the *Deloitte Entities* and that, in addition to other remedies, the Employer on behalf of itself or another *Deloitte Entity* is entitled to a temporary restraining order, an injunction or other equitable relief to prevent any such breach. I also acknowledge that, to the extent permitted by law, a *Deloitte Entity* will be entitled to the payment of the *Deloitte Entities'* reasonable costs and attorney's fees incurred in enforcing this Employment Agreement. I also acknowledge that, to the extent permitted by law, the Employer may request that a court extend the one year period following the termination of my *Employment*, as provided in Paragraphs 12 and 15, to correspond with the period that I participated in activities prohibited by Paragraphs 12 and 15.

**21. Liquidated Damages: Client Fees.** I agree that in the event of a breach under Paragraph 12, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

**22. Liquidated Damages: Compensation.** I agree that the precise amount of damages flowing from a breach under Paragraph 15 would be impracticable or extremely difficult to ascertain in an actual amount. Therefore, I agree that in the event of a breach under Paragraph 15, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by or owed to any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

**23. Right of Inspection.** I agree to permit the Employer (or to use my best efforts to enable the Employer) to inspect my books and records (and the books and records of any entity which employs or is associated or affiliated with me), upon request and at reasonable times, to enable the Employer to confirm the calculations described above and to verify compliance with Paragraphs 12 and 15. The Employer shall keep confidential any proprietary information obtained, except as may be necessary or desirable to enable the Employer to enforce its rights under this Employment Agreement and except as may be required by any statute, court or administrative order to decree or government ruling or regulation.



**MISCELLANEOUS**

**24. Governing Law; Choice of Forum.** This Employment Agreement is deemed to have been executed in the Employer's office in **Hyderabad, Telangana, India** and will be construed and governed in accordance with the laws of the Republic of India without regard to its conflicts-of-law principles. You agree to submit to jurisdiction before any court of record in which the Employer's office to which you were assigned is located, or in which a breach of this Employment Agreement may occur, at the election of the Employer, and you waive any right to raise questions of personal jurisdiction or venue in any action the Employer may bring against you in any such court. You further agree to accept service of process/summons/legal notice from the Employer when that process/summons/legal notice is either sent to your last known address by certified mail or served by any other means permitted under the law of the jurisdiction in which the Employer may bring an action against you.

**25. Modifications.** My obligations hereunder may not be changed or modified, released, discharged, abandoned or terminated, in whole or in part, except by an instrument in writing signed by an *Authorized Signatory*.

**26. Severability.** Every provision of this Employment Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such term or provision will be enforced to the maximum extent permitted by law and, in any event, such illegality or invalidity shall not affect the validity of the remainder of the Employment Agreement.

**27. Blue-Penciling.** If any court determines that any provision of this Employment Agreement, or any part hereof, or the application of any such provision, or any part hereof, to any person or circumstance is unenforceable or void, such court shall have the power to modify such provision, or any part hereof, to the extent necessary to render it legal and enforceable while preserving its intent, or if such modification is not possible, by substituting therefore another provision that is legal and enforceable and that achieves the same objective.

**28. Waiver.** None of my obligations under this Employment Agreement shall be deemed to have been waived by the Employer except if the giving of such waiver is contained in a written notice given to me and no such waiver shall be deemed to be a waiver of any other or further obligation I have under this Employment Agreement.

**29. Entire Agreement.** This Employment Agreement, the Employer's employment application, the Terms and Conditions of Service issued pursuant to the offer of employment and any documentation employing me or transferring me to the Employer, contain the entire understanding between me and the Employer or any other *Deloitte Entity* with respect to the subject matter hereof and supersedes all prior representations, warranties, and agreements with respect to such subject matter, and no representations, warranties or other covenants exist with respect to such subject matter that are not contained or expressly referred to herein. Notwithstanding the foregoing, any written agreement between a *Deloitte Entity* and me with respect to the subject matter hereof that was signed by me prior to the effective date of this Employment Agreement shall remain valid and enforceable according to the terms of such agreement with respect to all acts and omissions occurring prior to the effective date of this Employment Agreement. In the event of a conflict between this Employment Agreement and the employment application or any other document purporting to set forth terms and conditions of my *Employment*, this Employment Agreement will control.

**30. Transfer and Assignment.** Unless as the Employer shall otherwise determine, the rights, obligations and benefits of the Employer under this Employment Agreement, including but not limited to those rights and benefits relating to my post-Employment obligations set forth in this Paragraph 30 and in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19 and 23 above, are transferred and assigned, in whole or in part (as the Employer shall determine) and without the need for my consent or the formality of documentation or prescribed processes, to (a) any *Deloitte Entity* in connection with my transfer to that *Deloitte Entity* or (b) any entity that acquires all or a part of the assets or business of the Employer. All provisions of this Employment Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, representatives, successors, and assigns of the Employer and me, and any *Deloitte Entity* to which I may be transferred during my *Employment*, provided, however, none of my duties or obligations under this Employment Agreement may be assigned or transferred by me to any other person or entity without the Employer's prior written approval of such assignment or transfer. Any purported assignments in violation of this Paragraph 30 shall be null and void.

**31. Headings.** The headings contained in this Employment Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Employment Agreement.

I have read the foregoing, understand it, and agree to comply with its terms.

**For Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
 6718FF75DA89400...

Pooja Madhani

**Talent**

**Authorized Signatory**

Effective as of , I accept all the terms and conditions of the Employer as stipulated in this Employment Agreement.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

**EXHIBIT A**

The definitions below apply to the italicized terms that appear in the Employment Agreement (including the exhibits):

**Attest Client** – attest client (or an affiliate of such client) of Deloitte & Touche LLP or a *Deloitte Entity*.

**Authorized Signatory** – a director, officer or other person who is authorized to sign on behalf of a *Deloitte Entity*.

**Confidential Information** – any information not generally known to the public, in any *Form*, that (1) relates to the operation of a *Deloitte Entity* or provides the *Deloitte Entities* with a competitive advantage, (2) consists of Personally Identifiable Information (*PII*) or other personal information about *Personnel*, client and other third party personnel, independent contractors, subcontractors, agents, vendors, suppliers or others which the Employer or another *Deloitte Entity* receives in the course of business, and (3) all other information entrusted to the Employer or another *Deloitte Entity* by clients and other third parties. *Confidential Information* includes, but is not limited to, *Intellectual Property*, supplier information, designs, business or marketing plans, forecasts and financial information, tax returns, tax identification numbers, agreements, client or prospective client lists, specific information about clients or prospective clients such as preferences for specific products and services, client or prospective client needs based on financial history and past purchases of services, client or prospective client development plans, specific rates charged to a client or offered to a prospective client and other business or client records. *Confidential Information* also includes, but is not limited to, debit or credit card information, employment applications, organization charts, performance ratings and other personnel records.

**Deloitte Entity** – the Employer, Deloitte LLP, and any corporation, company, partnership, limited liability company or other entity (a) that (i) is owned, directly or indirectly, in whole or in part, by Deloitte LLP (the “Deloitte U.S. Firms”), including but not limited to Deloitte LLP subsidiaries in India, the Deloitte Touche Tohmatsu verein, Deloitte Global Services Limited, Deloitte Global Services Holdings Limited, Deloitte Touche Tohmatsu Limited (“DTTL”) or any member firm of DTTL or affiliate thereof (collectively, the “DTTL Member Firms”) or (ii) controls, is controlled by or is under common control with any of the entities listed in clause (i); or (b) in which any *Personnel* participated on its behalf, or carried out any duties with respect to its affairs. For purposes of this Employment Agreement, the term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract, or otherwise.

**Deloitte Property** – *Confidential Information*, *Systems*, equipment, debit and credit cards issued in connection with my *Employment*, furniture, facilities and any and all other materials owned, licensed or leased by a *Deloitte Entity*, including, without limitation, computerized or electronic information and all copies thereof in any form or media, created by, furnished to, obtained by or prepared by me in the course of my employment in any capacity.

**Deloitte India (Offices of the US)** - The following companies shall be deemed to be the affiliates of each other and are collectively referred to as Deloitte India (Offices of the US): (i) Deloitte Consulting India Private Limited (ii) Deloitte Tax Services India Private Limited (iii) Deloitte Support Services India Private Limited (iv) Deloitte Financial Advisory Services India Private Limited and (v) Deloitte & Touche Assurance & Enterprise Risk Services India Private Limited.

**Electronic Communications** – all text, audio, video, images, information, data, files and attachments created, displayed, sent, received, posted, accessed or stored, whether deleted or not, by means of the *Systems*.

**Employment** – the nature of my relationship with the Employer or a *Deloitte Entity* pursuant to this Employment Agreement. Alternatively, and depending on context, *Employment* is the period of time during which this relationship persists.

**Form** - paper, computer disc, USB drive, website; any other tangible or electronic medium by which information may be stored or accessed; and human memory.

**Independence** – National Office (Independence) of Deloitte LLP.

**Intellectual Property** - works of authorship (including, without limitation, books, articles, data compilations, software and other copyrightable materials), materials, patents, inventions, designs, techniques, methodologies, processes, discoveries, know-how, ideas, trade secrets, moral rights, trademarks and other indicia of origin together with the goodwill therein, and all patent applications, copyright and trademark applications and registrations, and extensions and renewals thereof, throughout the world.

**Intellectual Property Rights** – all rights, title and interest in Intellectual Property.

**PCAOB** – the United States Public Company Accounting Oversight Board.

**Personal Creations** – *Intellectual Property* that meet all of the following criteria: (1) it is conceived, developed, and created by me on my own time without using *Deloitte Property* or *Personnel* (during work hours), facilities, *Confidential Information* or *Works* of a *Deloitte Entity*, (2) it is unrelated to the actual or reasonably anticipated business or research and development of a

*Deloitte Entity*, and (3) it does not result from any work performed by me and the *Personnel* (during work hours) for a *Deloitte Entity*.

**Personnel** – partners, principals, members, officers and employees of a *Deloitte Entity*.

**PII** – information (excluding business contact information such as an individual's name and one or more of the following: organization name, organizational title, organizational role, business address, business telephone number (including business cell phone number and business email address) relating to an identified or identifiable natural person. An identifiable natural person is a natural person who can be identified, directly or indirectly, by reference to an identification number or factors specific to his or her physical, physiological, mental, economic, cultural or social identity. Set forth below is a non-exclusive list of information that constitutes PII when such information relates to an identified or identifiable natural person:

- Account number (bank account, credit card, etc.)
- Address
- Biometric identifier
- Certificate or license number
- Date of birth
- Government identifiers (such as PAN)
- Name\*
- Personnel Number
- Photograph or video identifiable to an individual
- Vehicle identifier or serial number
- Other information related to an individual that may directly or indirectly identify that individual (e.g., salary, performance rating, purchase history, call history, etc.)

\* Note: When an individual's name is used with PII that is not business contact information, it is included in the definition of PII.

**Pre-existing Agreements or Arrangements** – agreements or arrangements that (1) relate to any *Pre-existing Creations*; or (2) may affect my ability to comply with the requirements of this Employment Agreement, including all contractual and other restrictions or obligations with other parties, including any post-employment restrictions and required notifications to the extent applicable under 18 United States Code §207, CFR 3.104-4, and India laws, rules and regulations that may or will impose limitations on my professional activities during my *Employment* (such as any non-compete agreements with prior employers and the one-year ban on lobbying contacts).

**Pre-existing Creations** – any *Intellectual Property* and *Intellectual Property Rights* that were developed or created by me, alone or with others, or otherwise acquired by me, before the period of my employment in any capacity with the Employer, in which I claim any ownership or right.

**Proceedings** – past or pending (1) actual or threatened claims or complaints of, or arising out of service to, present or former clients, (2) regulatory, self-regulatory, disciplinary, administrative, civil or criminal investigations, inquiries, charges, complaints, actions, sanctions, alternative dispute resolution proceedings, other proceedings or matters (other than criminal proceedings which relate solely to the operation of a motor vehicle) of any kind or nature, in India or any other jurisdiction, against me, including criminal proceedings arising out of my provision of professional services, proceedings brought by a professional association, or proceedings involving the Securities and Exchange Board of India, United States Securities and Exchange Commission or the PCAOB, other professional bodies like the Institute of Chartered Accountants of India or (3) matters of any kind or nature which could adversely affect my association with the Employer or my ability to perform my duties or responsibilities to the Employer, whether set forth in this Employment Agreement or otherwise, or my registration with or licensure by any governmental, quasi-governmental, or other regulatory agency, body or entity, in or outside the United States or India.

**Systems** – the communications systems or any part of such systems that a *Deloitte Entity* owns, licenses or operates and approves for use, including, but not limited to, e-mail, text messaging, Lotus Notes, Deloitte Online (eRoom), instant messaging, local area network, wide area network, Intranet (e.g., DeloitteNet, D Street), Internet, extranet, collaborative tools (e.g., blogs, wikis, etc.), laptop and desktop computers, servers, air cards, Personal Digital Assistants, cell phones, telephones and voicemail.

**Works** – all *Intellectual Property*, in any *Form*, created by me, alone or with others, during the period of my *Employment* that (1) is created within the scope of my *Employment*; (2) relates in any manner to the actual or anticipated business, research, or development of a *Deloitte Entity*; (3) results from any work assigned to or performed by me, alone or with others, for the Employer; or (4) is created with the use of *Deloitte Property*.

**EXHIBIT B****Pre-existing Creations; Pre-existing Agreements or Arrangements**

I understand and agree that the Employer makes no attempt to verify my claim of ownership to any of the *Pre-existing Creations* listed, and makes no admission that any *Pre-existing Creations* listed are owned by me.

[If yes, please enter details below]

Yes, I do have *Pre-existing Creations*, *Pre-existing Agreements or Arrangements*

No, I do not have *Pre-existing Creations*, *Pre-existing Agreements or Arrangements*

<b><u>Title</u></b>	<b><u>Date</u></b>	<b><u>Brief Description</u></b>
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\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Print)

ACCEPTED AND AGREED TO:

**Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
6718FF75DA89400...

Pooja Madnani

**Talent**

*Its: Authorized Signatory*

\_\_\_\_\_  
Date

An *Authorized Signatory's* signature is required only if *Pre-existing Creations* or *Pre-existing Agreements* or *Arrangements* are listed pursuant to Paragraphs 2 and 11 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment made in light of Paragraph 2 that *Pre-existing Creations*, if any, are described and explained in sufficient detail so that the likelihood of confusion between the employee's *Pre-existing Creations* and the *Intellectual Property* of a *Deloitte Entity* can be avoided or minimized in the future and further indicates that the *Pre-existing Agreements* or *Arrangements* have been obtained and reviewed and that the *Authorized Signatory* is satisfied that such *Pre-existing Agreements* or *Arrangements* will not interfere with the employee's ability to comply with the requirements of this Employment Agreement.

**EXHIBIT C**

**Proceedings**

[none, unless otherwise specified]

Yes, I do have *Proceedings* to report

No, I do not have *Proceedings* to report

My signature below certifies that to the best of my knowledge, the information I have provided above, pursuant to Paragraph 3, is complete and accurate.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

**EXHIBIT D**

**Exceptions to Post-Employment Restrictions: re: Clients**

[none, unless otherwise specified]

As specified in Paragraph 13, I agree that after a period of three (3) years from my start date or the date of my employment, as the case may be, the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on Exhibit D to support the application of the obligations of Paragraph 12 to those clients.

Yes, I do have  
Post-Employment Restrictions  
re: Clients

No, I do not have  
Post-Employment Restrictions  
re: Clients

Name of Client

Specified Kind of Services(s) Permitted

ACCEPTED AND AGREED TO:

\_\_\_\_\_

**Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
6718FF75DA89400...

Pooja Madnani

**Talent**

Its: Authorized Signatory

\_\_\_\_\_  
Date

I have read and understood the above policy terms.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

A n *Authorized Signatory's* signature is required only if information is provided pursuant to Paragraph 13 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment that criteria in Paragraph 13 have been fully satisfied, the clients listed have been properly identified, and the kinds of services permitted have been described with sufficient specificity.

## Terms and Conditions of Service

In continuation to our offer of employment with **Deloitte Tax Services India Private Limited** (the "Employer"), please note the terms and conditions of service.

The italicized terms in these Terms and Conditions of Service are defined in **Exhibit A** of the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement hereto.

### Terms of Service

#### 1. COMPLIANCE WITH INDEPENDENCE, ETHICS AND OTHER REQUIREMENTS

Deloitte & Touche LLP performs attest services for certain of its clients and is subject to the independence requirements of, among others, the United States Securities and Exchange Commission (SEC), the United States Public Company Accounting Oversight Board (PCAOB), and the American Institute of Certified Public Accountants (AICPA). These requirements mandate that certain of the Employer's employees and their relatives be independent of some or all of such attest clients and their affiliates in accordance with the policies of Deloitte LLP and its subsidiaries (the "Deloitte US Entities").

Upon joining the Employer, you will be asked to review a listing of the attest clients and the affiliates of such clients of certain of the Deloitte US Entities and disclose relationships or financial holdings that you or your relatives may have that could affect the independence of the Deloitte US Entities. Any relationships or holdings that conflict with, among other things, the requirements of the SEC, the PCAOB or the AICPA or the independence or ethics policies of the Deloitte US Entities will need to be resolved immediately. Further, you will be required to comply with these policies throughout your career with the Employer, including, when applicable, maintaining a current list of certain of your financial interests (but not their value) in the independence tracking system.

As a condition to your joining the Employer and continued employment, you are required to complete a representation regarding your understanding of, and compliance with, independence and other matters, on a periodical basis (as requested beginning on or prior to the date of you joining the Employer, annually thereafter, and upon certain changes in your role in the Employer), the details of which are provided in the independence representation. An example copy of this representation form is available for your reference on [www.deloittenet.com](http://www.deloittenet.com). The representation should be made to the best of your knowledge and ability. It is your responsibility to consult on any matter should you be uncertain or have a question. You are also requested to refer to [www.deloittenet.com](http://www.deloittenet.com) and *Independence* for more information in this respect. The representations made by you will be subject to an audit and may be reviewed by Deloitte LLP representatives and shared with certain third parties. If you are selected for such an audit, you will need to submit certain personal financial records to Deloitte LLP's internal audit team. Please be assured that Deloitte LLP fully intends to keep all information obtained through the audit process confidential and secure. You hereby give your consent to Deloitte LLP to use the information provided by you for such purposes as provided in the policies regarding independence and ethics.

In the event you (i) do not cooperate or comply with the independence requirements, or (ii) do not complete the necessary representations, or (iii) make inaccurate representation(s); you may be subject to disciplinary action including and up to termination of employment with the Employer.

Please feel free to contact or consult *Independence* should you require any further information or if you have any specific concerns in this respect.

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#### 2. NON DISCLOSURE, NON SOLICIT AND INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AGREEMENT ("Employment Agreement")

You will be expected to sign the Employer's Employment Agreement. Please contact Talent for further details.

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#### 3. HARRASSMENT POLICY

**Administrative Policy Release ("APR") 213** is the Employer's policy prohibiting harassment. Deloitte LLP's subsidiaries located in India ("Deloitte India (Offices of the US)") are committed to providing a working environment that is free from harassment based on caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis, in accordance with applicable Indian central, state or local law. Expressly forbidden are unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Depending on the circumstances, such harassment may also include conduct such as stereotyped or demeaning remarks or gestures or the display or circulation, whether in writing or electronically, of materials or pictures offensive to persons because of their caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis in accordance with applicable Indian central, state or local law. The full policy will be accessible to you on DeloitteNet after joining Deloitte U.S. India.



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#### 4. WORKING HOURS, HOLIDAYS, LEAVES AND MATERNITY BENEFITS

You will be provided with your standard working hours, which may vary over the course of your career. The Employer may, from time to time, subject to applicable laws, require the employee to work beyond these hours.

You shall be entitled to paid holidays and leave as per the Employer's policies.

Women employees are eligible for maternity benefits as per the recent amendments (2017) in the maternity benefit act, 1961, including having 26 weeks of maternity leave with pay, as applicable.

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#### 5. RETIREMENT AGE

The age of retirement for employees of Deloitte India (Offices of the US) is 60 years. Your employment will therefore automatically terminate at the end of the month in which you attain 60 years.

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#### 6. TRANSFERS

You may be transferred, assigned, or asked to attend training at the offices of a Deloitte Entity or its clients or third parties in India or abroad with or without additional compensation. In such an event, you will also be governed by the terms and conditions of service applicable to the transfer, assignment, or training.

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#### 7. NOTICE PERIOD FOR TERMINATION OF SERVICES

The notice period for termination of your services is **60 Days** by either side and/or salary in lieu of notice period on part of the Employer only.

The Employer expects all employees to maintain the highest standards of professional conduct at all times.

In order to assure orderly operations and provide the best possible work environment, the Employer expects you to follow rules of conduct that will protect the interests and safety of all personnel, including but not limited to the Code of Ethics and Professional Conduct.

In the event of any breach of the Code of Ethics and Professional Conduct, non-performance of a contractual obligation or the terms and conditions laid down in this Annexure, or if you engage in any misconduct whether or not in connection with or affecting the business or affairs of the Employer or the work conduct, as specified by Employer, you will be subject to disciplinary action up to and including termination of your services/ employment with the Employer without any notice or payment in lieu of notice notwithstanding any other terms and conditions stipulated herein.

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#### 8. MISCONDUCT

Misconduct may include but is not limited to:

- Irregular attendance: repeated or excessive absence, tardiness or early departures/ late comings without approval.
- Unreported or unapproved absence (including overstay of leave) for more than five consecutive days or deviation from assigned and accepted schedule for more than five days.
- Falsification or manipulation in background verification process or employment records, employment information, or other records prior to or after joining the Employer.
- Falsification or manipulation of Deloitte Time & Expense (DTE).
- Knowingly providing false statements, either verbally or in written form.
- Neglect of normal duties and functions.
- Practices such as reading personal materials during working time, having obscene or inappropriate posters or screen savers at your work station, playing games at your work station, etc.
- Continued discharge of work functions that do not meet the standards reasonably expected.
- Breach of the confidentiality provision in the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement including disclosing to any unauthorized person any *Confidential Information* or *PII*.
- Willful insubordination or disobedience, whether or not in combination with another, of any lawful and reasonable instructions of any member of management or any authorised person.
- Engaging in unapproved outside employment and activities as defined in APR 218 (US & IND)

([https://deloittenet.deloitte.com/About/Policies/Admin/Pages/218\\_OutsideEmploymentActivities\\_US.aspx](https://deloittenet.deloitte.com/About/Policies/Admin/Pages/218_OutsideEmploymentActivities_US.aspx)).

- Installing, downloading, copying or duplicating any unauthorized or unlicensed software, programs, games, or attachments on any computer system of the Employer or of any *Deloitte Entity* or its clients.
- Engaging in any illegal activities.
- Workplace violence, including threats of physical violence.
- Corporate credit card delinquencies.
- Causing damage to the property of the Employer, any *Deloitte Entity*, its clients, or their respective personnel
- Going on or abetting a strike in contravention of any law.
- Theft of any property belonging to another, the Employer or any *Deloitte Entity*, or their respective personnel, clients, or visitors
- Possession of firearms, explosives, knives or any instruments that can be used as an injurious or deadly weapon in the workplace or at any *Deloitte Entity* sponsored event.
- Corruption, fraud, or misappropriation of funds.
- Failure to comply with the policies, guidelines, rules and regulations of the Employer or a *Deloitte Entity* as applicable.
- Excessive personal use of the Employer's telephone, fax or computer systems.
- Failure to adhere to applicable laws.
- Any act prejudicial to or in conflict with the interests of the Employer or a *Deloitte Entity*.

The above terms and conditions are based on, and should be read in conjunction with, the Employer's policies, guidelines, procedures and other rules currently applicable, including but not limited to Administrative Policy Releases (APRs) and Deloitte India (Offices of the US)'s other policies, guidelines, rules, and regulations. The above rules are subject to amendments from time to time and the amended rules, policies, procedures, and guidelines would be posted on the Employer's Intranet site i.e. <https://deloittenet.deloitte.com/Pages/Home.aspx> for employee reference. The policies will be updated from time to time in the future and we deem to have your consent to any and all such changes. Furthermore, upon acceptance of employment with the Employer, you may be requested to read and acknowledge acceptance of various policies and guidelines of the Employer. It is expected that you will read and acknowledge all such communications.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name



### Training Agreement

On behalf of **Deloitte Tax Services India Private Limited**, please accept our congratulations on your recent offer of employment to join the Company as **Tax Consultant I** pursuant to the terms and conditions of your offer letter dated **August 26, 2024**. You made a very favorable impression with everyone you met and we are excited about the possibility of you joining the Company.

As you may be aware, as a condition of employment with the Company, you may be required to travel Overseas to attend a series of training sessions for a period of up to 90 days. This training will be a combination of classroom procedural training as well as on-site training to observe employees conducting similar work at various client locations. This training represents the confidence we have in your ability to be a valuable member of the practice of the Company.

As per Company policy, we kindly bring to your attention that all employees attending training overseas are required to sign a Training Agreement which will obligate the employee to repay a calculated amount of the costs associated with the training, only if the employee resigns his/her position or are terminated for cause within a specified period after completion of the training (usually between 6 to 18 months). This repayment obligation disappears after the specified period of time has lapsed. We all look forward to seeing you again soon and having you join our team of outstanding professionals.

Sincerely,

For **Deloitte Tax Services India Private Limited**

DocuSigned by:

*Pooja Madhani*

6718FF75DA89400...

By:

Signature

**Authorized Signatory**



**Deloitte Tax Services India Private Limited**  
**Deloitte Tower Survey No. 41 Gachibowli Village, Ranga**  
**Reddy District, CIRCLE 3, Hyderabad - 500032, Telangana,**  
**India**

**Tel: +91 040 67621000**  
**www.deloitte.com**

**Subject: Offer of Employment**

**Dear SUNDAR T:**

On behalf of **Deloitte Tax Services India Private Limited** (the "Employer" or "Company"), I am pleased to confirm our offer of employment to you as **Tax Consultant I** based in **Hyderabad**.

We extend this offer, and the opportunity it represents, with great confidence in your abilities. You have made a very favorable impression with everyone you met and we are excited with the prospect of you joining our organization on **JUNE 26, 2022**.

Your immediate manager will communicate details of your role and work responsibilities in the initial weeks of your joining the Employer. During your employment, the Company may require you to work on any project that you are assigned to, on any technical platforms/skills and nature of the project, in differentiated work timing, at designated work space and location as may be decided by the company.

As part of your annual compensation, you will receive a Total Salary of **Rs 382500** and, will be eligible for a performance linked variable bonus. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount could vary depending upon the business and individual performance each fiscal year and, in some situations, could exceed the payout range indicated. Any amounts paid will be subject to statutory and other deductions as per Employer policies and practices. The details of your compensation breakdown are provided in the attached Annexure A.

As an incentive to join the Company, you are eligible to receive a joining bonus of **Rs./₹ 100,000/-** subject to your reporting for full-time employment on **JUNE 26, 2022**. This amount will attract applicable taxes and will be processed as part of your first month's payroll. You will have an obligation to repay the entire amount of your joining bonus if you resign your position or are terminated for cause by the Company within **12 months** of your start date.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

Your employment with us will be governed by the Terms and Conditions as detailed in **Annexure B**, as well as any and all rules, regulations, guidelines, policies and practices of the Employer, which may be amended from time to time. Deloitte LLP and its U.S.-based subsidiaries (the "Deloitte U.S. Firms") requires their employees to make the necessary representations regarding independence and other matters. Because the Employer is an Indian subsidiary of Deloitte LLP, we must also comply with these independence requirements. Accordingly, this offer is conditional upon you agreeing to make such representations under the Employer's Independence Representations requirements, as further explained in **Annexure B**.

Your compensation details are confidential, and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization. We would like you to join the Employer on, or an alternative mutually agreed upon date.

This offer letter, together with the Annexures described herein, and the Non-Disclosure, Non Solicit and Intellectual Property Rights Assignment Agreement, the Information Security Policy (which you are required to sign upon joining), constitute the entire agreement between the parties with respect to the subject matter of this offer, and supersedes all other previous or contemporaneous oral or written representations, understandings or agreements relating to the subject matter of this offer between you and the Employer or its affiliates.

In compliance with applicable laws, Deloitte India (Offices of the US) provides its professionals with home pick-up and drop transport services within **pre-defined** boundary if their shift timings are between 8:30 p.m. - 6:00 a.m. in Hyderabad, 9:00 p.m. - 6:00 a.m. in Mumbai, Pune; 7:00 p.m. - 6:00 a.m. in Gurugram, 8:00 p.m. - 6:00 a.m. in Bengaluru, Chennai, and Kolkata.


This letter and **Deloitte Tax Services India Private Limited** employment application are intended to be final. To accept the offer and the terms of this letter, please sign below in the space provided within three business days.

everyone you have interviewed with joins me in extending to you congratulations and warm regards. We look forward to you joining our team.

Sincerely,

**For Deloitte Tax Services India Private Limited**

Best regards,

By:   
Signature

**Authorized Signatory**

**Acceptance**

Signature

Date

**Annexure A****Tax Consultant I -**

<b>Description</b>	<b>Monthly</b> (Rs. per month)	<b>Annual</b> (Rs. per Annum)
Basic Pay	<b>17,500</b>	<b>210,000</b>
House Rent Allowance (HRA)	<b>8,750</b>	<b>105,000</b>
Special Allowance <sup>1a &amp; 1b</sup>	<b>11,867</b>	<b>142,404</b>
Leave Travel Allowance <sup>2</sup>	<b>1,750</b>	<b>21,000</b>
Differential Allowance	<b>5,833</b>	<b>69,996</b>
Meal Card <sup>3</sup>	<b>2,200</b>	<b>26,400</b>
Employer's contribution to PF	<b>2,100</b>	<b>25,200</b>
<b>Total Salary (in Rs.)</b>	<b>50,000</b>	<b>600,000</b>
Variable Bonus*	You are eligible for a performance linked variable bonus. It will be paid out at the end of the fiscal year, as applicable and on the basis of your individual performance and performance of the business	
Medical Insurance Premium <sup>4</sup>	<b>3,014</b>	<b>36,167</b>

\*The Variable Bonus will vary, primarily based on your individual performance and the performance of the business, during the Employer's fiscal year which is June through May. Your performance will be formally assessed as a part of the Employer Performance Review Cycle Process. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount will vary depending upon the business and individual performance and in some circumstances, could exceed the payout range indicated. The performance of all the employees who have joined the Employer prior to March 1st will be assessed for the fiscal year ending in May. The disbursement of a Variable Bonus, if applicable, is subject to you being active on the rolls of the Employer, during the Annual Incentive Program payout cycle for the fiscal year. For employees joining during the period March 1st to May 30th, a prorated Variable Bonus, if applicable, will be based on the first year-end review ratings in the subsequent year and paid during the Annual Incentive Program payout cycle of that year. The Variable Bonus will not be paid in the event of termination of employment for any reason on or before the disbursement time. The application and interpretation of, and any determinations related to, the Variable Bonus is at the sole discretion of Employer. Employer may amend or terminate the Variable Bonus at any time. All compensation and benefits are based on employee's position with the Employer in India.

Contd/-....

Annexure A

<sup>1</sup>All employees may claim tax exemption, subject to tax rules from time to time, from their Special Allowance component, expenses incurred towards communication and Driver / Fuel & Maintenance Expenses as per eligibility mentioned below:

**Employee Level -  
Tax Consultant I**

<sup>1a</sup>Communication Expenses

<sup>1b</sup>Fuel Expenses

*Only one Post paid mobile, one Land Phone  
and One internet connection bill(s) can be  
claimed.*

*Petrol / Driver / Insurance / Repairs &  
Maintenance*

**Rs./₹ 3,000/-** per month

**Rs./₹ 7,500/-** per month

<sup>1a</sup> The internet/telephone/mobile bills should be in the Employee's name.

<sup>1b</sup> For claiming vehicle running expenses (Driver / Fuel / Repairs & Maintenance expenses) the vehicle has to be in the name of the Employee and the current tax rules are as under. The above limits will be applicable for all those who are on company car lease program and the below limits will apply for all those who are on self-owned car. In case of company leased car, taxability would be as per the current perquisite valuation rules.

Nature of Expenses	Own Vehicle –Maximum Tax exemption limit per month		
	4 Wheelers (Engine Capacity)		
	<= 1600 cc	> 1600 cc	Two Wheelers
Fuel & Maintenance	Rs. 1,800	Rs. 2,400	Rs. 900
Driver's Salary	Rs. 900	Rs. 900	Not applicable

All employees at and above **Senior Staff** are eligible for the company car lease program. If you choose to avail of this benefit, the amount towards lease rental will be paid by the firm on your behalf to the leasing company and your compensation structure will be adjusted accordingly. A revised letter with the new compensation structure will be issued that will supersede this letter for all practical purposes.

<sup>2</sup> The Leave Travel Allowance (LTA) will be paid on a monthly basis as an allowance with tax deducted at source. If you choose to avail the tax benefit on LTA, you should submit proof of expenses incurred by you for Self and / your immediate dependents. The taxability or otherwise of LTA will be as per the Income Tax Act 1961, details of which will form part of the LTA Form.

<sup>3</sup> Meal Card amount will be credited at the start of each month and for the first month (For New Hires) prorated amount will be processed as part of payroll. If not collected, it will be processed as a taxable amount with the salary.

<sup>4</sup> Annual Floating Medical Insurance Coverage for self and **6 dependents** is being paid by the Employer on your behalf. The premium amount is subject to change every year post renewal of insurance policy. In case you opt for an enhancement of the coverage limit, the additional premium will be adjusted accordingly from the special allowance.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

You may also be eligible to either a One-time Stipend or a temporary lodging basis joining the registered office location, you will receive a survey from Deloitte prior to your joining.

You may select the best option for availing the relocation assistance. If an employee who has availed this reimbursement decides to quit within 18 months from the date of relocation claim for whatever reason, the relocation reimbursement paid to the employee will be recovered in full, from the employee's full and final settlement.

By joining the Company, you will become a member under the 'Deloitte USI Employees Welfare Trust' and may be required to make a nominal contribution as a member.

Original bills towards the above components should be submitted during the Income Tax fiscal period evidencing the expenditure to get Income Tax exemption, failing which the same will attract applicable Income Tax.

Submission of false, tampered or altered bills as proof of expense for any of the above components will result in disciplinary action including termination of employment.

**Your compensation above is subject to income tax deduction per rules and guidelines prescribed under the prevailing tax laws. This may change from time to time in line with the amendments done in tax laws.**



## Annexure B

### **Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement ("Employment Agreement")**

In consideration of my employment by **Deloitte Tax Services India Private Limited**, an Employer incorporated under the provisions of the Companies Act, 1956 and having its registered office **Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District, CIRCLE 3, Hyderabad - 500032, Telangana, India** (the "Employer") as **Tax Consultant I** - and other valuable consideration, I acknowledge and agree that:

#### **PRELIMINARY MATTERS**

**1. Defined Terms.** The italicized terms in this agreement (the "Employment Agreement") are defined in **Exhibit A** hereto.

**2. Pre-existing Agreements or Arrangements.** I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Agreements or Arrangements*. The Employer expects me to abide by all restrictions or obligations that are contained in such Pre-existing Agreements or Arrangements and to avoid involvement, while employed by the Employer, in any matter that could pose a conflict as a result of confidential information or intellectual property obtained by me prior to my *Employment*. I further represent that none of these restrictions or obligations, including those set forth in any non-compete agreements with prior employers, is inconsistent with my acceptance of the Employer's offer of *Employment* or my becoming, and serving as, **Tax Consultant I** of the Employer. To the extent applicable and if I am joining the Employer after having served as an employee or official of the United States Government, I further represent that: (1) I have disclosed my prior participation, if any, in any discussions or negotiations with, or decisions to award contracts to, the Deloitte U.S. Firms while I was employed by the United States Government; and (2) I had either recused myself or had not played an active role in the applicable United States Government agency's decision to award any contracts to the Deloitte U.S. Firms while I was employed by the United States Government.

#### **PROTECTION OF OUR BUSINESS**

**3. Reporting of Proceedings.** Except as provided by law and except as I have disclosed in writing on **Exhibit C** to this Agreement, I represent and warrant that I have no *Proceedings* to report. Should I become a subject of any *Proceedings* during my association with the Employer, I agree to immediately report, in writing, all relevant facts to the Chief Talent Officer of Deloitte LLP, the Regional Talent Director of the Employer, and the Chief Ethics and Compliance Officer of Deloitte LLP. I understand that my responses are subject to audit and review by the Employer and others in accordance with applicable professional, ethical, legal, or Employer requirements, rules, regulations, policies, or practices, or other requests.

**4. Confidentiality.** I acknowledge that, by virtue of my *Employment*, I will acquire and be exposed to, have access to, make use of and/or create *Confidential Information*. Therefore, I agree to hold in trust and confidence all such *Confidential Information*. I will neither disclose any such *Confidential Information* to anyone outside a *Deloitte Entity* without the prior written approval of an *Authorized Signatory*, except as required by my authorized duties for the Employer, nor use any such *Confidential Information* for any purpose other than for the benefit of a *Deloitte Entity*.

**5. Third Party Information and Property.** I agree that during my *Employment*, I shall not use or disclose any confidential information or intellectual property of any former employer or other person or entity without the prior written authorization of such employer, person or entity and the prior written consent of an *Authorized Signatory*. If I were to use or disclose any such Confidential Information or Intellectual Property without prior consent, and any of the *Deloitte Entities* become the subject of any claim from a third party regarding such unauthorized use or disclosure, I agree to hold harmless and indemnify the *Deloitte Entities* for any legal defense costs and/or damages related to any such claim.

**6. Authorization.** Only employees of the Employer holding a senior or managerial position with the Employer will be authorized by a specific authorization, delegation, or power of attorney to sign legal documents, representing the Employer. Similarly, only such authorized employees of the Employer may speak about the Employer, the business and plans, various client-related projects etc.

**7. Competing Activities and Conflict of Interest.** During the period of my *Employment* I will not, directly or indirectly, participate in or in any way render services or assistance to any business that is or may be competitive with a *Deloitte Entity*, whether or not for compensation, or engage in any conduct which might result in, or create the appearance of using my position for private gain or other than for the benefit of a *Deloitte Entity*, or otherwise create a conflict, or the appearance of a conflict, of interest with a *Deloitte Entity*. Such conduct shall include, but not be limited to, having an undisclosed financial interest in any vendor or supplier of a *Deloitte Entity*, accepting payments of any kind or gifts other than of a nominal value from vendors, clients or suppliers, or having an undisclosed relationship with a family member or other individual who is employed or



associated with any entity in active or potential competition with a *Deloitte Entity*, and which creates a conflict of interest. I represent and warrant that I am not currently aware of any present or past violation of this provision.

**8. Authorization to Access Systems and Electronic Communications and use of Deloitte Property.** I understand that while employed with a *Deloitte Entity*, I will use and have access to the Systems. I also acknowledge that a *Deloitte Entity* has the right at any time to access, retrieve, delete, monitor, examine, use and/or disclose my Electronic Communications and information from (or about) me and the content, without notice to me, and that such *Electronic Communications* are considered part of a *Deloitte Entity's* business and client records and are not to be considered private or personal to me or any other *Personnel*. I further acknowledge that this right extends to *Electronic Communications* transmitted for either a business or personal purpose.

I agree that I am authorized to access the *Systems* only for approved business purposes and occasional personal use if such use does not interfere with my work responsibilities and other required business activities, business operations, or *Systems* performance. However, I also acknowledge that such occasional personal use does not create an expectation of privacy as to any of my personal *Electronic Communications* and, as such, are *Deloitte Property*.

I further acknowledge that I am not authorized to use the *Systems* for personal gain or any illegal or unethical use. I agree that under no circumstances am I authorized to access any of the *Systems* for the purpose of obtaining *Deloitte Property* for a competitor of a *Deloitte Entity*, transmitting *Deloitte Property* to me (e.g., emailing *Confidential Information* to my personal email address) or to a third party for purposes other than furthering the business objectives of a *Deloitte Entity*. I am not authorized to download a *Deloitte Entity's Confidential Information* or other *Deloitte Property* to removable media such as a CD Rom, disk or thumb drive other than as authorized for furthering the business objectives of a *Deloitte Entity*.

I will be responsible for the safe keeping and return in good condition and order of all the *Deloitte Property* that may be in my use, custody, care or charge. For the loss of any *Deloitte Property* in my possession or custody or for which I have been assigned responsibility, the Employer will have a right to assess on its own basis and recover from me, the damages in respect of such materials (out of the amounts due to me or otherwise) and to take such other legal action as it deems appropriate including termination of my employment without notice or payment in lieu thereof in the event of my failure to account for such material or property to its satisfaction.

**9. Security.** I am provided with a worktable and lockable storage space. I will ensure they are locked when unattended and understand that a duplicate key will only be provided if I sign for it. I am required to display my identity card to the appropriate security personnel on demand and at all times within the office premises.

**10. Ownership of Works.**

a. I agree that the Employer owns all rights, title and interest in and to all *Works*.

b. I agree that all *Works* are deemed works made for hire under India copyright or applicable laws or equivalent laws of any applicable foreign jurisdiction, and all *Intellectual Property Rights* therein vest automatically in the Employer upon creation of the *Works*. I agree that, to the extent any *Work* is held not to be a work made for hire, I hereby irrevocably assign all *Intellectual Property Rights* in the *Work* to the Employer. Notwithstanding anything contained in Section 19(4) of the Indian Copyright Act, 1957, I agree that such assignment shall continue to be in force for perpetuity irrespective of whether or not the Employer exercises its rights as the assignee for any period of time.

c. I will at all times, even after termination of my *Employment*, do whatever the Employer reasonably requests of me, at the Employer's expense, to document the assignment of any *Works* to the Employer or to assist the Employer in pursuing, renewing, extending or assigning any *Intellectual Property Rights*, and otherwise perfecting, protecting and enforcing said *Intellectual Property Rights* in, any *Works*. I agree that, as between me and the Employer, the Employer shall be the sole author, inventor, and owner of all such *Works* and *Intellectual Property Rights* therein throughout the world, and that the Employer shall have the sole right to seek copyright registrations, patents or trademark registrations, including all extensions and renewals thereof. I also hereby agree that I waive all moral rights in any *Works*.

I also agree to assign all my right, title and interest in and to any particular *Works* to a third party as directed by the Employer.

In the event the Employer is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraphs, I hereby irrevocably designate and appoint the Employer and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and in my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraphs with the same legal force and effect as if executed by me. I hereby waive any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any *Works* assigned hereunder to the Employer.

d. During a 12 month period after termination of my *Employment*, I agree that any *Intellectual Property* I create or conceive that results from and is related to any work assigned to or performed by me for the Employer, or that was created using *Deloitte Property*, is a *Work* that is subject to Paragraph 10 (b) above. For purposes of clarification, the foregoing provision is in addition to, and not in limitation of, any rights and remedies the Employer may have under the applicable laws protecting *Intellectual*

*Property of the Deloitte Entities.*

e. I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Employer) of all *Works* developed by me during the period of my employment with the Employer, which records shall be available to and remain the sole property of the Employer at all times.

**11. Pre-existing Creations; Personal Creations.** My obligations in Paragraph 10 do not apply to *Pre-existing Creations* and *Personal Creations*. I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Creations*. I acknowledge and agree that I will not assert any ownership rights against the *Deloitte Entities*, or their respective clients, with respect to any *Pre-existing Creations* unless they appear on **Exhibit B**, and **Exhibit B** has been accepted and agreed to by an *Authorized Signatory* who has signed at the bottom of such **Exhibit B**. I further agree that I shall not use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment* without the prior written consent of an *Authorized Signatory*. To the extent that I use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment*, I agree that, except as otherwise provided in a written agreement executed by me and the Employer, I hereby grant to the Employer an irrevocable, royalty free, perpetual, fully paid up, transferable, sub-licensable license to use, reproduce, distribute, display, perform, modify and create derivative works of and otherwise exploit such *Pre-existing Creations* or *Personal Creations* for any purpose including, but not limited to, client engagements.

**12. Post- Employment Restrictions re: Clients.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or serving of certain clients related to my work for a *Deloitte Entity* would necessarily involve the unauthorized use or disclosure of *Confidential Information*, and the proprietary relationships and goodwill of the *Deloitte Entities*, and, in the case of my serving of certain clients, could compromise the full compliance of the Employer or another *Deloitte Entity* with the applicable laws, rules and regulations of a U.S. or India regulatory body or other independence-related requirement of a regulatory body. Accordingly, during the period of my *Employment* and for a period of one year thereafter, I will not, directly or indirectly, solicit or provide services to any existing client of a *Deloitte Entity* with which I had personal contact and provided services during the two-year period prior to termination of my *Employment*.

**13. Exceptions to Post- Employment Restrictions re: Clients.** I understand that the obligations of Paragraph 12 will not apply for a period of three (3) years after my start date or the date of my promotion or transfer to clients of a *Deloitte Entity* and/or certain specified kinds of services rendered to such clients that meet all of the following criteria: (a) are personal clients of mine who came to a *Deloitte Entity* solely to avail themselves of certain specified kinds of services rendered by me and only as a result of my own independent recruitment efforts, which a *Deloitte Entity* neither subsidized nor otherwise financially supported as part of a program of client development, (b) are listed on **Exhibit D** expressly by name with respect to client and with sufficient specificity with respect to the kinds of service(s) that I will be permitted to render, and (c) are accepted and agreed to as to their listing on **Exhibit D** by an *Authorized Signatory* who has signed at the bottom of such Exhibit. I agree that after a period of three (3) years from my start date or the date of my promotion or transfer the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on **Exhibit D** to support the application of the obligations of Paragraph 12 to those clients.

**14. Future Employment with Clients.** Except as otherwise provided herein, I understand that I am not prohibited from accepting employment with a client (or an affiliate of such client) of a *Deloitte Entity*. Before entering into substantive discussions with an *Attest Client* regarding any employment opportunity, I acknowledge and agree that during my *Employment* and for five years thereafter I must first notify *Independence* and obtain prior written approval from *Independence*. I acknowledge and understand that it is the intent of the Employer to interpret and apply this provision (a) in an effort to ensure the full compliance of the *Deloitte Entities* with applicable U.S. and India laws, rules, and regulations; (b) to serve the public interest; and (c) to protect the legitimate interests of the *Deloitte Entities* or their respective *Attest Clients* under applicable U.S. or India laws, rules and regulations in a manner that is no greater than is reasonably necessary to protect such interests and without being unduly harsh and oppressive to me and my interests in future employment with an *Attest Client*. Further, I acknowledge and agree that because of, among other things, the importance of the *Deloitte Entities* remaining in compliance with applicable independence rules, such approval may be withheld by *Independence* in the event that my employment with an *Attest Client* would, in the view of Deloitte LLP, be inconsistent with applicable laws, rules and regulations or jeopardize the independence of a *Deloitte Entity* with respect to such *Attest Client*.

**15. Restrictions re: Personnel and Contractors.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or hiring or of any of its *Personnel* or contractors of the *Deloitte Entities*, or my participation in their hiring, admission or retention, would necessarily involve the unauthorized use or disclosure of *Confidential Information* or the proprietary relationships and goodwill of the *Deloitte Entities*. Accordingly, during my *Employment* and for one year thereafter, I will not, directly or indirectly, (a) solicit or attempt to solicit, or participate in the solicitation of or any attempt to solicit any *Personnel* to leave a *Deloitte Entity*, or to join any firm or business with which I may be or become affiliated; (b) participate in the hiring or admission of any *Personnel*; or (c) cause a contractor of a *Deloitte Entity* to cease providing services to, with, or on behalf of the *Deloitte Entity*.

**16. Post- Employment Restrictions re: Deloitte Property.** Upon termination of my *Employment*: (a) I will not use or disclose *Deloitte Property*, including, but not limited to, *Confidential Information* and *Works*, for any purpose; (b) I will not retain or take with me any *Deloitte Property*; (c) I will immediately deliver to a *Deloitte Entity* at any location that it designates, at my expense, within one business day after the termination of my *Employment* or on an alternate date designated by a *Deloitte*

*Entity*, any *Deloitte Property* that I may then or thereafter hold or control; and (d) I agree to allow a *Deloitte Entity* to inspect any of my personal or home computers, including smart phones, tablet computers, or any device, media or location capable of storing electronic data, to determine whether any *Deloitte Property* resides on such computers and to permit a *Deloitte Entity* to remove such *Deloitte Property*.

## **OTHER POST- EMPLOYMENT OBLIGATIONS**

**17. Transition of Work and Cooperation.** Upon termination of my *Employment* for any reason, I will cooperate with a *Deloitte Entity* in all matters relating to the completion of pending work and its orderly transfer. I will also cooperate fully with a *Deloitte Entity* in connection with any threat of or actual legal proceeding against a *Deloitte Entity* or any client, customer or licensor of a *Deloitte Entity* arising out of any matter with or of which I had contact or knowledge during my *Employment*.

**18. Notification of Post- Employment Obligations.** I agree that prior to accepting employment or affiliation with another firm or business I will advise such firm or business of my duties and obligations under this Employment Agreement. After my *Employment* ends, I agree that a *Deloitte Entity* shall be permitted to advise any firm or business with which I have accepted an offer of employment or affiliation concerning my duties and obligations under this Employment Agreement.

**19. Certification.** I agree that during or after my *Employment* I will, if requested, provide written certification in such form as the Employer may require that I have complied with my obligations hereunder, including, without limitation, those obligations set forth in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15 and 16 of this Agreement.

## **OUR ENFORCEMENT RIGHTS AND REMEDIES IN THE EVENT OF A BREACH**

**20. Equitable Relief and Attorney's Fees.** I acknowledge and agree that a breach of this Employment Agreement, including, but not limited to, a breach of my duties and obligations under the terms and conditions of Paragraphs 4, 5, 7, 8, 9, 10, 12, 14, 15 or 16 would cause irreparable harm to the *Deloitte Entities* and that, in addition to other remedies, the Employer on behalf of itself or another *Deloitte Entity* is entitled to a temporary restraining order, an injunction or other equitable relief to prevent any such breach. I also acknowledge that, to the extent permitted by law, a *Deloitte Entity* will be entitled to the payment of the *Deloitte Entities'* reasonable costs and attorney's fees incurred in enforcing this Employment Agreement. I also acknowledge that, to the extent permitted by law, the Employer may request that a court extend the one year period following the termination of my *Employment*, as provided in Paragraphs 12 and 15, to correspond with the period that I participated in activities prohibited by Paragraphs 12 and 15.

**21. Liquidated Damages: Client Fees.** I agree that in the event of a breach under Paragraph 12, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

**22. Liquidated Damages: Compensation.** I agree that the precise amount of damages flowing from a breach under Paragraph 15 would be impracticable or extremely difficult to ascertain in an actual amount. Therefore, I agree that in the event of a breach under Paragraph 15, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by or owed to any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

**23. Right of Inspection.** I agree to permit the Employer (or to use my best efforts to enable the Employer) to inspect my books and records (and the books and records of any entity which employs or is associated or affiliated with me), upon request and at reasonable times, to enable the Employer to confirm the calculations described above and to verify compliance with Paragraphs 12 and 15. The Employer shall keep confidential any proprietary information obtained, except as may be necessary or desirable to enable the Employer to enforce its rights under this Employment Agreement and except as may be required by any statute, court or administrative order to decree or government ruling or regulation.

**MISCELLANEOUS**

**24. Governing Law; Choice of Forum.** This Employment Agreement is deemed to have been executed in the Employer's office in **Hyderabad, Telangana, India** and will be construed and governed in accordance with the laws of the Republic of India without regard to its conflicts-of-law principles. You agree to submit to jurisdiction before any court of record in which the Employer's office to which you were assigned is located, or in which a breach of this Employment Agreement may occur, at the election of the Employer, and you waive any right to raise questions of personal jurisdiction or venue in any action the Employer may bring against you in any such court. You further agree to accept service of process/summons/legal notice from the Employer when that process/summons/legal notice is either sent to your last known address by certified mail or served by any other means permitted under the law of the jurisdiction in which the Employer may bring an action against you.

**25. Modifications.** My obligations hereunder may not be changed or modified, released, discharged, abandoned or terminated, in whole or in part, except by an instrument in writing signed by an *Authorized Signatory*.

**26. Severability.** Every provision of this Employment Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such term or provision will be enforced to the maximum extent permitted by law and, in any event, such illegality or invalidity shall not affect the validity of the remainder of the Employment Agreement.

**27. Blue-Penciling.** If any court determines that any provision of this Employment Agreement, or any part hereof, or the application of any such provision, or any part hereof, to any person or circumstance is unenforceable or void, such court shall have the power to modify such provision, or any part hereof, to the extent necessary to render it legal and enforceable while preserving its intent, or if such modification is not possible, by substituting therefore another provision that is legal and enforceable and that achieves the same objective.

**28. Waiver.** None of my obligations under this Employment Agreement shall be deemed to have been waived by the Employer except if the giving of such waiver is contained in a written notice given to me and no such waiver shall be deemed to be a waiver of any other or further obligation I have under this Employment Agreement.

**29. Entire Agreement.** This Employment Agreement, the Employer's employment application, the Terms and Conditions of Service issued pursuant to the offer of employment and any documentation employing me or transferring me to the Employer, contain the entire understanding between me and the Employer or any other *Deloitte Entity* with respect to the subject matter hereof and supersedes all prior representations, warranties, and agreements with respect to such subject matter, and no representations, warranties or other covenants exist with respect to such subject matter that are not contained or expressly referred to herein. Notwithstanding the foregoing, any written agreement between a *Deloitte Entity* and me with respect to the subject matter hereof that was signed by me prior to the effective date of this Employment Agreement shall remain valid and enforceable according to the terms of such agreement with respect to all acts and omissions occurring prior to the effective date of this Employment Agreement. In the event of a conflict between this Employment Agreement and the employment application or any other document purporting to set forth terms and conditions of my *Employment*, this Employment Agreement will control.

**30. Transfer and Assignment.** Unless as the Employer shall otherwise determine, the rights, obligations and benefits of the Employer under this Employment Agreement, including but not limited to those rights and benefits relating to my post-Employment obligations set forth in this Paragraph 30 and in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19 and 23 above, are transferred and assigned, in whole or in part (as the Employer shall determine) and without the need for my consent or the formality of documentation or prescribed processes, to (a) any *Deloitte Entity* in connection with my transfer to that *Deloitte Entity* or (b) any entity that acquires all or a part of the assets or business of the Employer. All provisions of this Employment Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, representatives, successors, and assigns of the Employer and me, and any *Deloitte Entity* to which I may be transferred during my *Employment*, provided, however, none of my duties or obligations under this Employment Agreement may be assigned or transferred by me to any other person or entity without the Employer's prior written approval of such assignment or transfer. Any purported assignments in violation of this Paragraph 30 shall be null and void.

**31. Headings.** The headings contained in this Employment Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Employment Agreement.

I have read the foregoing, understand it, and agree to comply with its terms.

**For Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
 6718FF75DA89400...

Pooja Madhani

**Talent**

**Authorized Signatory**

Effective as of , I accept all the terms and conditions of the Employer as stipulated in this Employment Agreement.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

**EXHIBIT A**

The definitions below apply to the italicized terms that appear in the Employment Agreement (including the exhibits):

**Attest Client** – attest client (or an affiliate of such client) of Deloitte & Touche LLP or a *Deloitte Entity*.

**Authorized Signatory** – a director, officer or other person who is authorized to sign on behalf of a *Deloitte Entity*.

**Confidential Information** – any information not generally known to the public, in any *Form*, that (1) relates to the operation of a *Deloitte Entity* or provides the *Deloitte Entities* with a competitive advantage, (2) consists of Personally Identifiable Information (*PII*) or other personal information about *Personnel*, client and other third party personnel, independent contractors, subcontractors, agents, vendors, suppliers or others which the Employer or another *Deloitte Entity* receives in the course of business, and (3) all other information entrusted to the Employer or another *Deloitte Entity* by clients and other third parties. *Confidential Information* includes, but is not limited to, *Intellectual Property*, supplier information, designs, business or marketing plans, forecasts and financial information, tax returns, tax identification numbers, agreements, client or prospective client lists, specific information about clients or prospective clients such as preferences for specific products and services, client or prospective client needs based on financial history and past purchases of services, client or prospective client development plans, specific rates charged to a client or offered to a prospective client and other business or client records. *Confidential Information* also includes, but is not limited to, debit or credit card information, employment applications, organization charts, performance ratings and other personnel records.

**Deloitte Entity** – the Employer, Deloitte LLP, and any corporation, company, partnership, limited liability company or other entity (a) that (i) is owned, directly or indirectly, in whole or in part, by Deloitte LLP (the “Deloitte U.S. Firms”), including but not limited to Deloitte LLP subsidiaries in India, the Deloitte Touche Tohmatsu verein, Deloitte Global Services Limited, Deloitte Global Services Holdings Limited, Deloitte Touche Tohmatsu Limited (“DTTL”) or any member firm of DTTL or affiliate thereof (collectively, the “DTTL Member Firms”) or (ii) controls, is controlled by or is under common control with any of the entities listed in clause (i); or (b) in which any *Personnel* participated on its behalf, or carried out any duties with respect to its affairs. For purposes of this Employment Agreement, the term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract, or otherwise.

**Deloitte Property** – *Confidential Information*, *Systems*, equipment, debit and credit cards issued in connection with my *Employment*, furniture, facilities and any and all other materials owned, licensed or leased by a *Deloitte Entity*, including, without limitation, computerized or electronic information and all copies thereof in any form or media, created by, furnished to, obtained by or prepared by me in the course of my employment in any capacity.

**Deloitte India (Offices of the US)** - The following companies shall be deemed to be the affiliates of each other and are collectively referred to as Deloitte India (Offices of the US): (i) Deloitte Consulting India Private Limited (ii) Deloitte Tax Services India Private Limited (iii) Deloitte Support Services India Private Limited (iv) Deloitte Financial Advisory Services India Private Limited and (v) Deloitte & Touche Assurance & Enterprise Risk Services India Private Limited.

**Electronic Communications** – all text, audio, video, images, information, data, files and attachments created, displayed, sent, received, posted, accessed or stored, whether deleted or not, by means of the *Systems*.

**Employment** – the nature of my relationship with the Employer or a *Deloitte Entity* pursuant to this Employment Agreement. Alternatively, and depending on context, *Employment* is the period of time during which this relationship persists.

**Form** - paper, computer disc, USB drive, website; any other tangible or electronic medium by which information may be stored or accessed; and human memory.

**Independence** – National Office (Independence) of Deloitte LLP.

**Intellectual Property** - works of authorship (including, without limitation, books, articles, data compilations, software and other copyrightable materials), materials, patents, inventions, designs, techniques, methodologies, processes, discoveries, know-how, ideas, trade secrets, moral rights, trademarks and other indicia of origin together with the goodwill therein, and all patent applications, copyright and trademark applications and registrations, and extensions and renewals thereof, throughout the world.

**Intellectual Property Rights** – all rights, title and interest in Intellectual Property.

**PCAOB** – the United States Public Company Accounting Oversight Board.

**Personal Creations** – *Intellectual Property* that meet all of the following criteria: (1) it is conceived, developed, and created by me on my own time without using *Deloitte Property* or *Personnel* (during work hours), facilities, *Confidential Information* or *Works* of a *Deloitte Entity*, (2) it is unrelated to the actual or reasonably anticipated business or research and development of a

*Deloitte Entity*, and (3) it does not result from any work performed by me and the *Personnel* (during work hours) for a *Deloitte Entity*.

**Personnel** – partners, principals, members, officers and employees of a *Deloitte Entity*.

**PII** – information (excluding business contact information such as an individual's name and one or more of the following: organization name, organizational title, organizational role, business address, business telephone number (including business cell phone number and business email address) relating to an identified or identifiable natural person. An identifiable natural person is a natural person who can be identified, directly or indirectly, by reference to an identification number or factors specific to his or her physical, physiological, mental, economic, cultural or social identity. Set forth below is a non-exclusive list of information that constitutes PII when such information relates to an identified or identifiable natural person:

- Account number (bank account, credit card, etc.)
- Address
- Biometric identifier
- Certificate or license number
- Date of birth
- Government identifiers (such as PAN)
- Name\*
- Personnel Number
- Photograph or video identifiable to an individual
- Vehicle identifier or serial number
- Other information related to an individual that may directly or indirectly identify that individual (e.g., salary, performance rating, purchase history, call history, etc.)

\* Note: When an individual's name is used with PII that is not business contact information, it is included in the definition of PII.

**Pre-existing Agreements or Arrangements** – agreements or arrangements that (1) relate to any *Pre-existing Creations*; or (2) may affect my ability to comply with the requirements of this Employment Agreement, including all contractual and other restrictions or obligations with other parties, including any post-employment restrictions and required notifications to the extent applicable under 18 United States Code §207, CFR 3.104-4, and India laws, rules and regulations that may or will impose limitations on my professional activities during my *Employment* (such as any non-compete agreements with prior employers and the one-year ban on lobbying contacts).

**Pre-existing Creations** – any *Intellectual Property* and *Intellectual Property Rights* that were developed or created by me, alone or with others, or otherwise acquired by me, before the period of my employment in any capacity with the Employer, in which I claim any ownership or right.

**Proceedings** – past or pending (1) actual or threatened claims or complaints of, or arising out of service to, present or former clients, (2) regulatory, self-regulatory, disciplinary, administrative, civil or criminal investigations, inquiries, charges, complaints, actions, sanctions, alternative dispute resolution proceedings, other proceedings or matters (other than criminal proceedings which relate solely to the operation of a motor vehicle) of any kind or nature, in India or any other jurisdiction, against me, including criminal proceedings arising out of my provision of professional services, proceedings brought by a professional association, or proceedings involving the Securities and Exchange Board of India, United States Securities and Exchange Commission or the PCAOB, other professional bodies like the Institute of Chartered Accountants of India or (3) matters of any kind or nature which could adversely affect my association with the Employer or my ability to perform my duties or responsibilities to the Employer, whether set forth in this Employment Agreement or otherwise, or my registration with or licensure by any governmental, quasi-governmental, or other regulatory agency, body or entity, in or outside the United States or India.

**Systems** – the communications systems or any part of such systems that a *Deloitte Entity* owns, licenses or operates and approves for use, including, but not limited to, e-mail, text messaging, Lotus Notes, Deloitte Online (eRoom), instant messaging, local area network, wide area network, Intranet (e.g., DeloitteNet, D Street), Internet, extranet, collaborative tools (e.g., blogs, wikis, etc.), laptop and desktop computers, servers, air cards, Personal Digital Assistants, cell phones, telephones and voicemail.

**Works** – all *Intellectual Property*, in any *Form*, created by me, alone or with others, during the period of my *Employment* that (1) is created within the scope of my *Employment*; (2) relates in any manner to the actual or anticipated business, research, or development of a *Deloitte Entity*; (3) results from any work assigned to or performed by me, alone or with others, for the Employer; or (4) is created with the use of *Deloitte Property*.

**EXHIBIT B****Pre-existing Creations; Pre-existing Agreements or Arrangements**

I understand and agree that the Employer makes no attempt to verify my claim of ownership to any of the *Pre-existing Creations* listed, and makes no admission that any *Pre-existing Creations* listed are owned by me.

[If yes, please enter details below]

Yes, I do have *Pre-existing Creations*, *Pre-existing Agreements or Arrangements*

No, I do not have *Pre-existing Creations*, *Pre-existing Agreements or Arrangements*

<b><u>Title</u></b>	<b><u>Date</u></b>	<b><u>Brief Description</u></b>
---------------------	--------------------	---------------------------------

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Print)

ACCEPTED AND AGREED TO:

**Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
6718FF75DA89400...

Pooja Madnani

**Talent**

*Its: Authorized Signatory*

\_\_\_\_\_  
Date

An *Authorized Signatory's* signature is required only if *Pre-existing Creations* or *Pre-existing Agreements* or *Arrangements* are listed pursuant to Paragraphs 2 and 11 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment made in light of Paragraph 2 that *Pre-existing Creations*, if any, are described and explained in sufficient detail so that the likelihood of confusion between the employee's *Pre-existing Creations* and the *Intellectual Property* of a *Deloitte Entity* can be avoided or minimized in the future and further indicates that the *Pre-existing Agreements* or *Arrangements* have been obtained and reviewed and that the *Authorized Signatory* is satisfied that such *Pre-existing Agreements* or *Arrangements* will not interfere with the employee's ability to comply with the requirements of this Employment Agreement.



**EXHIBIT C**

**Proceedings**

[none, unless otherwise specified]

Yes, I do have *Proceedings* to report

No, I do not have *Proceedings* to report

My signature below certifies that to the best of my knowledge, the information I have provided above, pursuant to Paragraph 3, is complete and accurate.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

**EXHIBIT D**

**Exceptions to Post-Employment Restrictions: re: Clients**

[none, unless otherwise specified]

As specified in Paragraph 13, I agree that after a period of three (3) years from my start date or the date of my employment, as the case may be, the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on Exhibit D to support the application of the obligations of Paragraph 12 to those clients.

Yes, I do have  
Post-Employment Restrictions  
re: Clients

No, I do not have  
Post-Employment Restrictions  
re: Clients

Name of Client

Specified Kind of Services(s) Permitted

ACCEPTED AND AGREED TO:

**Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
6718FF75DA89400...

Pooja Madnani

**Talent**

Its: Authorized Signatory

\_\_\_\_\_  
Date

I have read and understood the above policy terms.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

A n *Authorized Signatory's* signature is required only if information is provided pursuant to Paragraph 13 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment that criteria in Paragraph 13 have been fully satisfied, the clients listed have been properly identified, and the kinds of services permitted have been described with sufficient specificity.

## Terms and Conditions of Service

In continuation to our offer of employment with **Deloitte Tax Services India Private Limited** (the "Employer"), please note the terms and conditions of service.

The italicized terms in these Terms and Conditions of Service are defined in **Exhibit A** of the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement hereto.

### Terms of Service

#### 1. COMPLIANCE WITH INDEPENDENCE, ETHICS AND OTHER REQUIREMENTS

Deloitte & Touche LLP performs attest services for certain of its clients and is subject to the independence requirements of, among others, the United States Securities and Exchange Commission (SEC), the United States Public Company Accounting Oversight Board (PCAOB), and the American Institute of Certified Public Accountants (AICPA). These requirements mandate that certain of the Employer's employees and their relatives be independent of some or all of such attest clients and their affiliates in accordance with the policies of Deloitte LLP and its subsidiaries (the "Deloitte US Entities").

Upon joining the Employer, you will be asked to review a listing of the attest clients and the affiliates of such clients of certain of the Deloitte US Entities and disclose relationships or financial holdings that you or your relatives may have that could affect the independence of the Deloitte US Entities. Any relationships or holdings that conflict with, among other things, the requirements of the SEC, the PCAOB or the AICPA or the independence or ethics policies of the Deloitte US Entities will need to be resolved immediately. Further, you will be required to comply with these policies throughout your career with the Employer, including, when applicable, maintaining a current list of certain of your financial interests (but not their value) in the independence tracking system.

As a condition to your joining the Employer and continued employment, you are required to complete a representation regarding your understanding of, and compliance with, independence and other matters, on a periodical basis (as requested beginning on or prior to the date of you joining the Employer, annually thereafter, and upon certain changes in your role in the Employer), the details of which are provided in the independence representation. An example copy of this representation form is available for your reference on [www.deloittenet.com](http://www.deloittenet.com). The representation should be made to the best of your knowledge and ability. It is your responsibility to consult on any matter should you be uncertain or have a question. You are also requested to refer to [www.deloittenet.com](http://www.deloittenet.com) and *Independence* for more information in this respect. The representations made by you will be subject to an audit and may be reviewed by Deloitte LLP representatives and shared with certain third parties. If you are selected for such an audit, you will need to submit certain personal financial records to Deloitte LLP's internal audit team. Please be assured that Deloitte LLP fully intends to keep all information obtained through the audit process confidential and secure. You hereby give your consent to Deloitte LLP to use the information provided by you for such purposes as provided in the policies regarding independence and ethics.

In the event you (i) do not cooperate or comply with the independence requirements, or (ii) do not complete the necessary representations, or (iii) make inaccurate representation(s); you may be subject to disciplinary action including and up to termination of employment with the Employer.

Please feel free to contact or consult *Independence* should you require any further information or if you have any specific concerns in this respect.

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#### 2. NON DISCLOSURE, NON SOLICIT AND INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AGREEMENT ("Employment Agreement")

You will be expected to sign the Employer's Employment Agreement. Please contact Talent for further details.

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#### 3. HARRASSMENT POLICY

**Administrative Policy Release ("APR") 213** is the Employer's policy prohibiting harassment. Deloitte LLP's subsidiaries located in India ("Deloitte India (Offices of the US)") are committed to providing a working environment that is free from harassment based on caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis, in accordance with applicable Indian central, state or local law. Expressly forbidden are unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Depending on the circumstances, such harassment may also include conduct such as stereotyped or demeaning remarks or gestures or the display or circulation, whether in writing or electronically, of materials or pictures offensive to persons because of their caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis in accordance with applicable Indian central, state or local law. The full policy will be accessible to you on DeloitteNet after joining Deloitte U.S. India.

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#### 4. WORKING HOURS, HOLIDAYS, LEAVES AND MATERNITY BENEFITS

You will be provided with your standard working hours, which may vary over the course of your career. The Employer may, from time to time, subject to applicable laws, require the employee to work beyond these hours.

You shall be entitled to paid holidays and leave as per the Employer's policies.

Women employees are eligible for maternity benefits as per the recent amendments (2017) in the maternity benefit act, 1961, including having 26 weeks of maternity leave with pay, as applicable.

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#### 5. RETIREMENT AGE

The age of retirement for employees of Deloitte India (Offices of the US) is 60 years. Your employment will therefore automatically terminate at the end of the month in which you attain 60 years.

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#### 6. TRANSFERS

You may be transferred, assigned, or asked to attend training at the offices of a Deloitte Entity or its clients or third parties in India or abroad with or without additional compensation. In such an event, you will also be governed by the terms and conditions of service applicable to the transfer, assignment, or training.

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#### 7. NOTICE PERIOD FOR TERMINATION OF SERVICES

The notice period for termination of your services is **60 Days** by either side and/or salary in lieu of notice period on part of the Employer only.

The Employer expects all employees to maintain the highest standards of professional conduct at all times.

In order to assure orderly operations and provide the best possible work environment, the Employer expects you to follow rules of conduct that will protect the interests and safety of all personnel, including but not limited to the Code of Ethics and Professional Conduct.

In the event of any breach of the Code of Ethics and Professional Conduct, non-performance of a contractual obligation or the terms and conditions laid down in this Annexure, or if you engage in any misconduct whether or not in connection with or affecting the business or affairs of the Employer or the work conduct, as specified by Employer, you will be subject to disciplinary action up to and including termination of your services/ employment with the Employer without any notice or payment in lieu of notice notwithstanding any other terms and conditions stipulated herein.

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#### 8. MISCONDUCT

Misconduct may include but is not limited to:

- Irregular attendance: repeated or excessive absence, tardiness or early departures/ late comings without approval.
- Unreported or unapproved absence (including overstay of leave) for more than five consecutive days or deviation from assigned and accepted schedule for more than five days.
- Falsification or manipulation in background verification process or employment records, employment information, or other records prior to or after joining the Employer.
- Falsification or manipulation of Deloitte Time & Expense (DTE).
- Knowingly providing false statements, either verbally or in written form.
- Neglect of normal duties and functions.
- Practices such as reading personal materials during working time, having obscene or inappropriate posters or screen savers at your work station, playing games at your work station, etc.
- Continued discharge of work functions that do not meet the standards reasonably expected.
- Breach of the confidentiality provision in the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement including disclosing to any unauthorized person any *Confidential Information* or *PII*.
- Willful insubordination or disobedience, whether or not in combination with another, of any lawful and reasonable instructions of any member of management or any authorised person.
- Engaging in unapproved outside employment and activities as defined in APR 218 (US & IND)

([https://deloitte.net.deloitte.com/About/Policies/Admin/Pages/218\\_OutsideEmploymentActivities\\_US.aspx](https://deloitte.net.deloitte.com/About/Policies/Admin/Pages/218_OutsideEmploymentActivities_US.aspx)).

- Installing, downloading, copying or duplicating any unauthorized or unlicensed software, programs, games, or attachments on any computer system of the Employer or of any *Deloitte Entity* or its clients.
- Engaging in any illegal activities.
- Workplace violence, including threats of physical violence.
- Corporate credit card delinquencies.
- Causing damage to the property of the Employer, any *Deloitte Entity*, its clients, or their respective personnel
- Going on or abetting a strike in contravention of any law.
- Theft of any property belonging to another, the Employer or any *Deloitte Entity*, or their respective personnel, clients, or visitors
- Possession of firearms, explosives, knives or any instruments that can be used as an injurious or deadly weapon in the workplace or at any *Deloitte Entity* sponsored event.
- Corruption, fraud, or misappropriation of funds.
- Failure to comply with the policies, guidelines, rules and regulations of the Employer or a *Deloitte Entity* as applicable.
- Excessive personal use of the Employer's telephone, fax or computer systems.
- Failure to adhere to applicable laws.
- Any act prejudicial to or in conflict with the interests of the Employer or a *Deloitte Entity*.

The above terms and conditions are based on, and should be read in conjunction with, the Employer's policies, guidelines, procedures and other rules currently applicable, including but not limited to Administrative Policy Releases (APRs) and Deloitte India (Offices of the US)'s other policies, guidelines, rules, and regulations. The above rules are subject to amendments from time to time and the amended rules, policies, procedures, and guidelines would be posted on the Employer's Intranet site i.e. <https://deloitte.net.deloitte.com/Pages/Home.aspx> for employee reference. The policies will be updated from time to time in the future and we deem to have your consent to any and all such changes. Furthermore, upon acceptance of employment with the Employer, you may be requested to read and acknowledge acceptance of various policies and guidelines of the Employer. It is expected that you will read and acknowledge all such communications.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name



### Training Agreement

On behalf of **Deloitte Tax Services India Private Limited**, please accept our congratulations on your recent offer of employment to join the Company as **Tax Consultant I** pursuant to the terms and conditions of your offer letter dated **August 26, 2024**. You made a very favorable impression with everyone you met and we are excited about the possibility of you joining the Company.

As you may be aware, as a condition of employment with the Company, you may be required to travel Overseas to attend a series of training sessions for a period of up to 90 days. This training will be a combination of classroom procedural training as well as on-site training to observe employees conducting similar work at various client locations. This training represents the confidence we have in your ability to be a valuable member of the practice of the Company.

As per Company policy, we kindly bring to your attention that all employees attending training overseas are required to sign a Training Agreement which will obligate the employee to repay a calculated amount of the costs associated with the training, only if the employee resigns his/her position or are terminated for cause within a specified period after completion of the training (usually between 6 to 18 months). This repayment obligation disappears after the specified period of time has lapsed. We all look forward to seeing you again soon and having you join our team of outstanding professionals.

Sincerely,

For **Deloitte Tax Services India Private Limited**

DocuSigned by:

*Pooja Madhani*

6718FF75DA89400...

By:

Signature

**Authorized Signatory**



**Deloitte Tax Services India Private Limited**  
**Deloitte Tower Survey No. 41 Gachibowli Village, Ranga**  
**Reddy District, CIRCLE 3, Hyderabad - 500032, Telangana,**  
**India**

**Tel: +91 040 67621000**  
**www.deloitte.com**

**Subject: Offer of Employment**

**Dear B SURIYA:**

On behalf of **Deloitte Tax Services India Private Limited** (the "Employer" or "Company"), I am pleased to confirm our offer of employment to you as **Tax Consultant I** based in **Hyderabad**.

We extend this offer, and the opportunity it represents, with great confidence in your abilities. You have made a very favorable impression with everyone you met and we are excited with the prospect of you joining our organization on **JUNE 26, 2022**.

Your immediate manager will communicate details of your role and work responsibilities in the initial weeks of your joining the Employer. During your employment, the Company may require you to work on any project that you are assigned to, on any technical platforms/skills and nature of the project, in differentiated work timing, at designated work space and location as may be decided by the company.

As part of your annual compensation, you will receive a Total Salary of **Rs 382500** and, will be eligible for a performance linked variable bonus. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount could vary depending upon the business and individual performance each fiscal year and, in some situations, could exceed the payout range indicated. Any amounts paid will be subject to statutory and other deductions as per Employer policies and practices. The details of your compensation breakdown are provided in the attached Annexure A.

As an incentive to join the Company, you are eligible to receive a joining bonus of **Rs./₹ 100,000/-** subject to your reporting for full-time employment on **JUNE 26, 2022**. This amount will attract applicable taxes and will be processed as part of your first month's payroll. You will have an obligation to repay the entire amount of your joining bonus if you resign your position or are terminated for cause by the Company within **12 months** of your start date.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

Your employment with us will be governed by the Terms and Conditions as detailed in **Annexure B**, as well as any and all rules, regulations, guidelines, policies and practices of the Employer, which may be amended from time to time. Deloitte LLP and its U.S.-based subsidiaries (the "Deloitte U.S. Firms") requires their employees to make the necessary representations regarding independence and other matters. Because the Employer is an Indian subsidiary of Deloitte LLP, we must also comply with these independence requirements. Accordingly, this offer is conditional upon you agreeing to make such representations under the Employer's Independence Representations requirements, as further explained in **Annexure B**.

Your compensation details are confidential, and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization. We would like you to join the Employer on, or an alternative mutually agreed upon date.

This offer letter, together with the Annexures described herein, and the Non-Disclosure, Non Solicit and Intellectual Property Rights Assignment Agreement, the Information Security Policy (which you are required to sign upon joining), constitute the entire agreement between the parties with respect to the subject matter of this offer, and supersedes all other previous or contemporaneous oral or written representations, understandings or agreements relating to the subject matter of this offer between you and the Employer or its affiliates.

In compliance with applicable laws, Deloitte India (Offices of the US) provides its professionals with home pick-up and drop transport services within **pre-defined** boundary if their shift timings are between 8:30 p.m. - 6:00 a.m. in Hyderabad, 9:00 p.m. - 6:00 a.m. in Mumbai, Pune; 7:00 p.m. - 6:00 a.m. in Gurugram, 8:00 p.m. - 6:00 a.m. in Bengaluru, Chennai, and Kolkata.

This letter and **Deloitte Tax Services India Private Limited** employment application are intended to be final. To accept the offer and the terms of this letter, please sign below in the space provided within three business days.

everyone you have interviewed with joins me in extending to you congratulations and warm regards. We look forward to you joining our team.

Sincerely,

**For Deloitte Tax Services India Private Limited**

Best regards,

DocuSigned by:  
*Pooja Madhani*  
6718FF75DA89400...

By: \_\_\_\_\_  
Signature

**Authorized Signatory**

**Acceptance**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



**Annexure A****Tax Consultant I -**

<b>Description</b>	<b>Monthly</b> (Rs. per month)	<b>Annual</b> (Rs. per Annum)
Basic Pay	<b>17,500</b>	<b>210,000</b>
House Rent Allowance (HRA)	<b>8,750</b>	<b>105,000</b>
Special Allowance <sup>1a &amp; 1b</sup>	<b>11,867</b>	<b>142,404</b>
Leave Travel Allowance <sup>2</sup>	<b>1,750</b>	<b>21,000</b>
Differential Allowance	<b>5,833</b>	<b>69,996</b>
Meal Card <sup>3</sup>	<b>2,200</b>	<b>26,400</b>
Employer's contribution to PF	<b>2,100</b>	<b>25,200</b>
<b>Total Salary (in Rs.)</b>	<b>50,000</b>	<b>600,000</b>
Variable Bonus*	You are eligible for a performance linked variable bonus. It will be paid out at the end of the fiscal year, as applicable and on the basis of your individual performance and performance of the business	
Medical Insurance Premium <sup>4</sup>	<b>3,014</b>	<b>36,167</b>

\*The Variable Bonus will vary, primarily based on your individual performance and the performance of the business, during the Employer's fiscal year which is June through May. Your performance will be formally assessed as a part of the Employer Performance Review Cycle Process. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount will vary depending upon the business and individual performance and in some circumstances, could exceed the payout range indicated. The performance of all the employees who have joined the Employer prior to March 1st will be assessed for the fiscal year ending in May. The disbursement of a Variable Bonus, if applicable, is subject to you being active on the rolls of the Employer, during the Annual Incentive Program payout cycle for the fiscal year. For employees joining during the period March 1st to May 30th, a prorated Variable Bonus, if applicable, will be based on the first year-end review ratings in the subsequent year and paid during the Annual Incentive Program payout cycle of that year. The Variable Bonus will not be paid in the event of termination of employment for any reason on or before the disbursement time. The application and interpretation of, and any determinations related to, the Variable Bonus is at the sole discretion of Employer. Employer may amend or terminate the Variable Bonus at any time. All compensation and benefits are based on employee's position with the Employer in India.

Contd/-....

Annexure A

<sup>1</sup>All employees may claim tax exemption, subject to tax rules from time to time, from their Special Allowance component, expenses incurred towards communication and Driver / Fuel & Maintenance Expenses as per eligibility mentioned below:

**Employee Level -  
Tax Consultant I**

<sup>1a</sup>Communication Expenses

<sup>1b</sup>Fuel Expenses

Only one Post paid mobile, one Land Phone  
and One internet connection bill(s) can be  
claimed.

Petrol / Driver / Insurance / Repairs &  
Maintenance

**Rs./₹ 3,000/-** per month

**Rs./₹ 7,500/-** per month

<sup>1a</sup> The internet/telephone/mobile bills should be in the Employee's name.

<sup>1b</sup> For claiming vehicle running expenses (Driver / Fuel / Repairs & Maintenance expenses) the vehicle has to be in the name of the Employee and the current tax rules are as under. The above limits will be applicable for all those who are on company car lease program and the below limits will apply for all those who are on self-owned car. In case of company leased car, taxability would be as per the current perquisite valuation rules.

Nature of Expenses	Own Vehicle –Maximum Tax exemption limit per month		
	4 Wheelers (Engine Capacity)		
	<= 1600 cc	> 1600 cc	Two Wheelers
Fuel & Maintenance	Rs. 1,800	Rs. 2,400	Rs. 900
Driver's Salary	Rs. 900	Rs. 900	Not applicable

All employees at and above **Senior Staff** are eligible for the company car lease program. If you choose to avail of this benefit, the amount towards lease rental will be paid by the firm on your behalf to the leasing company and your compensation structure will be adjusted accordingly. A revised letter with the new compensation structure will be issued that will supersede this letter for all practical purposes.

<sup>2</sup> The Leave Travel Allowance (LTA) will be paid on a monthly basis as an allowance with tax deducted at source. If you choose to avail the tax benefit on LTA, you should submit proof of expenses incurred by you for Self and / your immediate dependents. The taxability or otherwise of LTA will be as per the Income Tax Act 1961, details of which will form part of the LTA Form.

<sup>3</sup> Meal Card amount will be credited at the start of each month and for the first month (For New Hires) prorated amount will be processed as part of payroll. If not collected, it will be processed as a taxable amount with the salary.

<sup>4</sup> Annual Floating Medical Insurance Coverage for self and **6 dependents** is being paid by the Employer on your behalf. The premium amount is subject to change every year post renewal of insurance policy. In case you opt for an enhancement of the coverage limit, the additional premium will be adjusted accordingly from the special allowance.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

You may also be eligible to either a One-time Stipend or a temporary lodging basis joining the registered office location, you will receive a survey from Deloitte prior to your joining.

You may select the best option for availing the relocation assistance. If an employee who has availed this reimbursement decides to quit within 18 months from the date of relocation claim for whatever reason, the relocation reimbursement paid to the employee will be recovered in full, from the employee's full and final settlement.

By joining the Company, you will become a member under the 'Deloitte USI Employees Welfare Trust' and may be required to make a nominal contribution as a member.

Original bills towards the above components should be submitted during the Income Tax fiscal period evidencing the expenditure to get Income Tax exemption, failing which the same will attract applicable Income Tax.

Submission of false, tampered or altered bills as proof of expense for any of the above components will result in disciplinary action including termination of employment.

**Your compensation above is subject to income tax deduction per rules and guidelines prescribed under the prevailing tax laws. This may change from time to time in line with the amendments done in tax laws.**



## Annexure B

### **Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement ("Employment Agreement")**

In consideration of my employment by **Deloitte Tax Services India Private Limited**, an Employer incorporated under the provisions of the Companies Act, 1956 and having its registered office **Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District, CIRCLE 3, Hyderabad - 500032, Telangana, India** (the "Employer") as **Tax Consultant I** - and other valuable consideration, I acknowledge and agree that:

#### **PRELIMINARY MATTERS**

**1. Defined Terms.** The italicized terms in this agreement (the "Employment Agreement") are defined in **Exhibit A** hereto.

**2. Pre-existing Agreements or Arrangements.** I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Agreements or Arrangements*. The Employer expects me to abide by all restrictions or obligations that are contained in such Pre-existing Agreements or Arrangements and to avoid involvement, while employed by the Employer, in any matter that could pose a conflict as a result of confidential information or intellectual property obtained by me prior to my *Employment*. I further represent that none of these restrictions or obligations, including those set forth in any non-compete agreements with prior employers, is inconsistent with my acceptance of the Employer's offer of *Employment* or my becoming, and serving as, **Tax Consultant I** of the Employer. To the extent applicable and if I am joining the Employer after having served as an employee or official of the United States Government, I further represent that: (1) I have disclosed my prior participation, if any, in any discussions or negotiations with, or decisions to award contracts to, the Deloitte U.S. Firms while I was employed by the United States Government; and (2) I had either recused myself or had not played an active role in the applicable United States Government agency's decision to award any contracts to the Deloitte U.S. Firms while I was employed by the United States Government.

#### **PROTECTION OF OUR BUSINESS**

**3. Reporting of Proceedings.** Except as provided by law and except as I have disclosed in writing on **Exhibit C** to this Agreement, I represent and warrant that I have no *Proceedings* to report. Should I become a subject of any *Proceedings* during my association with the Employer, I agree to immediately report, in writing, all relevant facts to the Chief Talent Officer of Deloitte LLP, the Regional Talent Director of the Employer, and the Chief Ethics and Compliance Officer of Deloitte LLP. I understand that my responses are subject to audit and review by the Employer and others in accordance with applicable professional, ethical, legal, or Employer requirements, rules, regulations, policies, or practices, or other requests.

**4. Confidentiality.** I acknowledge that, by virtue of my *Employment*, I will acquire and be exposed to, have access to, make use of and/or create *Confidential Information*. Therefore, I agree to hold in trust and confidence all such *Confidential Information*. I will neither disclose any such *Confidential Information* to anyone outside a *Deloitte Entity* without the prior written approval of an *Authorized Signatory*, except as required by my authorized duties for the Employer, nor use any such *Confidential Information* for any purpose other than for the benefit of a *Deloitte Entity*.

**5. Third Party Information and Property.** I agree that during my *Employment*, I shall not use or disclose any confidential information or intellectual property of any former employer or other person or entity without the prior written authorization of such employer, person or entity and the prior written consent of an *Authorized Signatory*. If I were to use or disclose any such Confidential Information or Intellectual Property without prior consent, and any of the *Deloitte Entities* become the subject of any claim from a third party regarding such unauthorized use or disclosure, I agree to hold harmless and indemnify the *Deloitte Entities* for any legal defense costs and/or damages related to any such claim.

**6. Authorization.** Only employees of the Employer holding a senior or managerial position with the Employer will be authorized by a specific authorization, delegation, or power of attorney to sign legal documents, representing the Employer. Similarly, only such authorized employees of the Employer may speak about the Employer, the business and plans, various client-related projects etc.

**7. Competing Activities and Conflict of Interest.** During the period of my *Employment* I will not, directly or indirectly, participate in or in any way render services or assistance to any business that is or may be competitive with a *Deloitte Entity*, whether or not for compensation, or engage in any conduct which might result in, or create the appearance of using my position for private gain or other than for the benefit of a *Deloitte Entity*, or otherwise create a conflict, or the appearance of a conflict, of interest with a *Deloitte Entity*. Such conduct shall include, but not be limited to, having an undisclosed financial interest in any vendor or supplier of a *Deloitte Entity*, accepting payments of any kind or gifts other than of a nominal value from vendors, clients or suppliers, or having an undisclosed relationship with a family member or other individual who is employed or

associated with any entity in active or potential competition with a *Deloitte Entity*, and which creates a conflict of interest. I represent and warrant that I am not currently aware of any present or past violation of this provision.

**8. Authorization to Access Systems and Electronic Communications and use of Deloitte Property.** I understand that while employed with a *Deloitte Entity*, I will use and have access to the Systems. I also acknowledge that a *Deloitte Entity* has the right at any time to access, retrieve, delete, monitor, examine, use and/or disclose my Electronic Communications and information from (or about) me and the content, without notice to me, and that such *Electronic Communications* are considered part of a *Deloitte Entity's* business and client records and are not to be considered private or personal to me or any other *Personnel*. I further acknowledge that this right extends to *Electronic Communications* transmitted for either a business or personal purpose.

I agree that I am authorized to access the *Systems* only for approved business purposes and occasional personal use if such use does not interfere with my work responsibilities and other required business activities, business operations, or *Systems* performance. However, I also acknowledge that such occasional personal use does not create an expectation of privacy as to any of my personal *Electronic Communications* and, as such, are *Deloitte Property*.

I further acknowledge that I am not authorized to use the *Systems* for personal gain or any illegal or unethical use. I agree that under no circumstances am I authorized to access any of the *Systems* for the purpose of obtaining *Deloitte Property* for a competitor of a *Deloitte Entity*, transmitting *Deloitte Property* to me (e.g., emailing *Confidential Information* to my personal email address) or to a third party for purposes other than furthering the business objectives of a *Deloitte Entity*. I am not authorized to download a *Deloitte Entity's Confidential Information* or other *Deloitte Property* to removable media such as a CD Rom, disk or thumb drive other than as authorized for furthering the business objectives of a *Deloitte Entity*.

I will be responsible for the safe keeping and return in good condition and order of all the *Deloitte Property* that may be in my use, custody, care or charge. For the loss of any *Deloitte Property* in my possession or custody or for which I have been assigned responsibility, the Employer will have a right to assess on its own basis and recover from me, the damages in respect of such materials (out of the amounts due to me or otherwise) and to take such other legal action as it deems appropriate including termination of my employment without notice or payment in lieu thereof in the event of my failure to account for such material or property to its satisfaction.

**9. Security.** I am provided with a worktable and lockable storage space. I will ensure they are locked when unattended and understand that a duplicate key will only be provided if I sign for it. I am required to display my identity card to the appropriate security personnel on demand and at all times within the office premises.

**10. Ownership of Works.**

a. I agree that the Employer owns all rights, title and interest in and to all *Works*.

b. I agree that all *Works* are deemed works made for hire under India copyright or applicable laws or equivalent laws of any applicable foreign jurisdiction, and all *Intellectual Property Rights* therein vest automatically in the Employer upon creation of the *Works*. I agree that, to the extent any *Work* is held not to be a work made for hire, I hereby irrevocably assign all *Intellectual Property Rights* in the *Work* to the Employer. Notwithstanding anything contained in Section 19(4) of the Indian Copyright Act, 1957, I agree that such assignment shall continue to be in force for perpetuity irrespective of whether or not the Employer exercises its rights as the assignee for any period of time.

c. I will at all times, even after termination of my *Employment*, do whatever the Employer reasonably requests of me, at the Employer's expense, to document the assignment of any *Works* to the Employer or to assist the Employer in pursuing, renewing, extending or assigning any *Intellectual Property Rights*, and otherwise perfecting, protecting and enforcing said *Intellectual Property Rights* in, any *Works*. I agree that, as between me and the Employer, the Employer shall be the sole author, inventor, and owner of all such *Works* and *Intellectual Property Rights* therein throughout the world, and that the Employer shall have the sole right to seek copyright registrations, patents or trademark registrations, including all extensions and renewals thereof. I also hereby agree that I waive all moral rights in any *Works*.

I also agree to assign all my right, title and interest in and to any particular *Works* to a third party as directed by the Employer.

In the event the Employer is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraphs, I hereby irrevocably designate and appoint the Employer and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and in my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraphs with the same legal force and effect as if executed by me. I hereby waive any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any *Works* assigned hereunder to the Employer.

d. During a 12 month period after termination of my *Employment*, I agree that any *Intellectual Property* I create or conceive that results from and is related to any work assigned to or performed by me for the Employer, or that was created using *Deloitte Property*, is a *Work* that is subject to Paragraph 10 (b) above. For purposes of clarification, the foregoing provision is in addition to, and not in limitation of, any rights and remedies the Employer may have under the applicable laws protecting *Intellectual*

*Property of the Deloitte Entities.*

e. I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Employer) of all *Works* developed by me during the period of my employment with the Employer, which records shall be available to and remain the sole property of the Employer at all times.

**11. Pre-existing Creations; Personal Creations.** My obligations in Paragraph 10 do not apply to *Pre-existing Creations* and *Personal Creations*. I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Creations*. I acknowledge and agree that I will not assert any ownership rights against the *Deloitte Entities*, or their respective clients, with respect to any *Pre-existing Creations* unless they appear on **Exhibit B**, and **Exhibit B** has been accepted and agreed to by an *Authorized Signatory* who has signed at the bottom of such **Exhibit B**. I further agree that I shall not use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment* without the prior written consent of an *Authorized Signatory*. To the extent that I use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment*, I agree that, except as otherwise provided in a written agreement executed by me and the Employer, I hereby grant to the Employer an irrevocable, royalty free, perpetual, fully paid up, transferable, sub-licensable license to use, reproduce, distribute, display, perform, modify and create derivative works of and otherwise exploit such *Pre-existing Creations* or *Personal Creations* for any purpose including, but not limited to, client engagements.

**12. Post- Employment Restrictions re: Clients.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or serving of certain clients related to my work for a *Deloitte Entity* would necessarily involve the unauthorized use or disclosure of *Confidential Information*, and the proprietary relationships and goodwill of the *Deloitte Entities*, and, in the case of my serving of certain clients, could compromise the full compliance of the Employer or another *Deloitte Entity* with the applicable laws, rules and regulations of a U.S. or India regulatory body or other independence-related requirement of a regulatory body. Accordingly, during the period of my *Employment* and for a period of one year thereafter, I will not, directly or indirectly, solicit or provide services to any existing client of a *Deloitte Entity* with which I had personal contact and provided services during the two-year period prior to termination of my *Employment*.

**13. Exceptions to Post- Employment Restrictions re: Clients.** I understand that the obligations of Paragraph 12 will not apply for a period of three (3) years after my start date or the date of my promotion or transfer to clients of a *Deloitte Entity* and/or certain specified kinds of services rendered to such clients that meet all of the following criteria: (a) are personal clients of mine who came to a *Deloitte Entity* solely to avail themselves of certain specified kinds of services rendered by me and only as a result of my own independent recruitment efforts, which a *Deloitte Entity* neither subsidized nor otherwise financially supported as part of a program of client development, (b) are listed on **Exhibit D** expressly by name with respect to client and with sufficient specificity with respect to the kinds of service(s) that I will be permitted to render, and (c) are accepted and agreed to as to their listing on **Exhibit D** by an *Authorized Signatory* who has signed at the bottom of such Exhibit. I agree that after a period of three (3) years from my start date or the date of my promotion or transfer the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on **Exhibit D** to support the application of the obligations of Paragraph 12 to those clients.

**14. Future Employment with Clients.** Except as otherwise provided herein, I understand that I am not prohibited from accepting employment with a client (or an affiliate of such client) of a *Deloitte Entity*. Before entering into substantive discussions with an *Attest Client* regarding any employment opportunity, I acknowledge and agree that during my *Employment* and for five years thereafter I must first notify *Independence* and obtain prior written approval from *Independence*. I acknowledge and understand that it is the intent of the Employer to interpret and apply this provision (a) in an effort to ensure the full compliance of the *Deloitte Entities* with applicable U.S. and India laws, rules, and regulations; (b) to serve the public interest; and (c) to protect the legitimate interests of the *Deloitte Entities* or their respective *Attest Clients* under applicable U.S. or India laws, rules and regulations in a manner that is no greater than is reasonably necessary to protect such interests and without being unduly harsh and oppressive to me and my interests in future employment with an *Attest Client*. Further, I acknowledge and agree that because of, among other things, the importance of the *Deloitte Entities* remaining in compliance with applicable independence rules, such approval may be withheld by *Independence* in the event that my employment with an *Attest Client* would, in the view of Deloitte LLP, be inconsistent with applicable laws, rules and regulations or jeopardize the independence of a *Deloitte Entity* with respect to such *Attest Client*.

**15. Restrictions re: Personnel and Contractors.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or hiring or of any of its *Personnel* or contractors of the *Deloitte Entities*, or my participation in their hiring, admission or retention, would necessarily involve the unauthorized use or disclosure of *Confidential Information* or the proprietary relationships and goodwill of the *Deloitte Entities*. Accordingly, during my *Employment* and for one year thereafter, I will not, directly or indirectly, (a) solicit or attempt to solicit, or participate in the solicitation of or any attempt to solicit any *Personnel* to leave a *Deloitte Entity*, or to join any firm or business with which I may be or become affiliated; (b) participate in the hiring or admission of any *Personnel*; or (c) cause a contractor of a *Deloitte Entity* to cease providing services to, with, or on behalf of the *Deloitte Entity*.

**16. Post- Employment Restrictions re: Deloitte Property.** Upon termination of my *Employment*: (a) I will not use or disclose *Deloitte Property*, including, but not limited to, *Confidential Information* and *Works*, for any purpose; (b) I will not retain or take with me any *Deloitte Property*; (c) I will immediately deliver to a *Deloitte Entity* at any location that it designates, at my expense, within one business day after the termination of my *Employment* or on an alternate date designated by a *Deloitte*

*Entity*, any *Deloitte Property* that I may then or thereafter hold or control; and (d) I agree to allow a *Deloitte Entity* to inspect any of my personal or home computers, including smart phones, tablet computers, or any device, media or location capable of storing electronic data, to determine whether any *Deloitte Property* resides on such computers and to permit a *Deloitte Entity* to remove such *Deloitte Property*.

## OTHER POST- EMPLOYMENT OBLIGATIONS

**17. Transition of Work and Cooperation.** Upon termination of my *Employment* for any reason, I will cooperate with a *Deloitte Entity* in all matters relating to the completion of pending work and its orderly transfer. I will also cooperate fully with a *Deloitte Entity* in connection with any threat of or actual legal proceeding against a *Deloitte Entity* or any client, customer or licensor of a *Deloitte Entity* arising out of any matter with or of which I had contact or knowledge during my *Employment*.

**18. Notification of Post- Employment Obligations.** I agree that prior to accepting employment or affiliation with another firm or business I will advise such firm or business of my duties and obligations under this Employment Agreement. After my *Employment* ends, I agree that a *Deloitte Entity* shall be permitted to advise any firm or business with which I have accepted an offer of employment or affiliation concerning my duties and obligations under this Employment Agreement.

**19. Certification.** I agree that during or after my *Employment* I will, if requested, provide written certification in such form as the Employer may require that I have complied with my obligations hereunder, including, without limitation, those obligations set forth in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15 and 16 of this Agreement.

## OUR ENFORCEMENT RIGHTS AND REMEDIES IN THE EVENT OF A BREACH

**20. Equitable Relief and Attorney's Fees.** I acknowledge and agree that a breach of this Employment Agreement, including, but not limited to, a breach of my duties and obligations under the terms and conditions of Paragraphs 4, 5, 7, 8, 9, 10, 12, 14, 15 or 16 would cause irreparable harm to the *Deloitte Entities* and that, in addition to other remedies, the Employer on behalf of itself or another *Deloitte Entity* is entitled to a temporary restraining order, an injunction or other equitable relief to prevent any such breach. I also acknowledge that, to the extent permitted by law, a *Deloitte Entity* will be entitled to the payment of the *Deloitte Entities'* reasonable costs and attorney's fees incurred in enforcing this Employment Agreement. I also acknowledge that, to the extent permitted by law, the Employer may request that a court extend the one year period following the termination of my *Employment*, as provided in Paragraphs 12 and 15, to correspond with the period that I participated in activities prohibited by Paragraphs 12 and 15.

**21. Liquidated Damages: Client Fees.** I agree that in the event of a breach under Paragraph 12, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

**22. Liquidated Damages: Compensation.** I agree that the precise amount of damages flowing from a breach under Paragraph 15 would be impracticable or extremely difficult to ascertain in an actual amount. Therefore, I agree that in the event of a breach under Paragraph 15, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by or owed to any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

**23. Right of Inspection.** I agree to permit the Employer (or to use my best efforts to enable the Employer) to inspect my books and records (and the books and records of any entity which employs or is associated or affiliated with me), upon request and at reasonable times, to enable the Employer to confirm the calculations described above and to verify compliance with Paragraphs 12 and 15. The Employer shall keep confidential any proprietary information obtained, except as may be necessary or desirable to enable the Employer to enforce its rights under this Employment Agreement and except as may be required by any statute, court or administrative order to decree or government ruling or regulation.

**MISCELLANEOUS**

**24. Governing Law; Choice of Forum.** This Employment Agreement is deemed to have been executed in the Employer's office in **Hyderabad, Telangana, India** and will be construed and governed in accordance with the laws of the Republic of India without regard to its conflicts-of-law principles. You agree to submit to jurisdiction before any court of record in which the Employer's office to which you were assigned is located, or in which a breach of this Employment Agreement may occur, at the election of the Employer, and you waive any right to raise questions of personal jurisdiction or venue in any action the Employer may bring against you in any such court. You further agree to accept service of process/summons/legal notice from the Employer when that process/summons/legal notice is either sent to your last known address by certified mail or served by any other means permitted under the law of the jurisdiction in which the Employer may bring an action against you.

**25. Modifications.** My obligations hereunder may not be changed or modified, released, discharged, abandoned or terminated, in whole or in part, except by an instrument in writing signed by an *Authorized Signatory*.

**26. Severability.** Every provision of this Employment Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such term or provision will be enforced to the maximum extent permitted by law and, in any event, such illegality or invalidity shall not affect the validity of the remainder of the Employment Agreement.

**27. Blue-Penciling.** If any court determines that any provision of this Employment Agreement, or any part hereof, or the application of any such provision, or any part hereof, to any person or circumstance is unenforceable or void, such court shall have the power to modify such provision, or any part hereof, to the extent necessary to render it legal and enforceable while preserving its intent, or if such modification is not possible, by substituting therefore another provision that is legal and enforceable and that achieves the same objective.

**28. Waiver.** None of my obligations under this Employment Agreement shall be deemed to have been waived by the Employer except if the giving of such waiver is contained in a written notice given to me and no such waiver shall be deemed to be a waiver of any other or further obligation I have under this Employment Agreement.


**29. Entire Agreement.** This Employment Agreement, the Employer's employment application, the Terms and Conditions of Service issued pursuant to the offer of employment and any documentation employing me or transferring me to the Employer, contain the entire understanding between me and the Employer or any other *Deloitte Entity* with respect to the subject matter hereof and supersedes all prior representations, warranties, and agreements with respect to such subject matter, and no representations, warranties or other covenants exist with respect to such subject matter that are not contained or expressly referred to herein. Notwithstanding the foregoing, any written agreement between a *Deloitte Entity* and me with respect to the subject matter hereof that was signed by me prior to the effective date of this Employment Agreement shall remain valid and enforceable according to the terms of such agreement with respect to all acts and omissions occurring prior to the effective date of this Employment Agreement. In the event of a conflict between this Employment Agreement and the employment application or any other document purporting to set forth terms and conditions of my *Employment*, this Employment Agreement will control.

**30. Transfer and Assignment.** Unless as the Employer shall otherwise determine, the rights, obligations and benefits of the Employer under this Employment Agreement, including but not limited to those rights and benefits relating to my post-Employment obligations set forth in this Paragraph 30 and in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19 and 23 above, are transferred and assigned, in whole or in part (as the Employer shall determine) and without the need for my consent or the formality of documentation or prescribed processes, to (a) any *Deloitte Entity* in connection with my transfer to that *Deloitte Entity* or (b) any entity that acquires all or a part of the assets or business of the Employer. All provisions of this Employment Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, representatives, successors, and assigns of the Employer and me, and any *Deloitte Entity* to which I may be transferred during my *Employment*, provided, however, none of my duties or obligations under this Employment Agreement may be assigned or transferred by me to any other person or entity without the Employer's prior written approval of such assignment or transfer. Any purported assignments in violation of this Paragraph 30 shall be null and void.

**31. Headings.** The headings contained in this Employment Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Employment Agreement.

I have read the foregoing, understand it, and agree to comply with its terms.

**For Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
 6718FF75DA89400...

Pooja Madhani

**Talent**

**Authorized Signatory**

Effective as of , I accept all the terms and conditions of the Employer as stipulated in this Employment Agreement.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name



**EXHIBIT A**

The definitions below apply to the italicized terms that appear in the Employment Agreement (including the exhibits):

**Attest Client** – attest client (or an affiliate of such client) of Deloitte & Touche LLP or a *Deloitte Entity*.

**Authorized Signatory** – a director, officer or other person who is authorized to sign on behalf of a *Deloitte Entity*.

**Confidential Information** – any information not generally known to the public, in any *Form*, that (1) relates to the operation of a *Deloitte Entity* or provides the *Deloitte Entities* with a competitive advantage, (2) consists of Personally Identifiable Information (*PII*) or other personal information about *Personnel*, client and other third party personnel, independent contractors, subcontractors, agents, vendors, suppliers or others which the Employer or another *Deloitte Entity* receives in the course of business, and (3) all other information entrusted to the Employer or another *Deloitte Entity* by clients and other third parties. *Confidential Information* includes, but is not limited to, *Intellectual Property*, supplier information, designs, business or marketing plans, forecasts and financial information, tax returns, tax identification numbers, agreements, client or prospective client lists, specific information about clients or prospective clients such as preferences for specific products and services, client or prospective client needs based on financial history and past purchases of services, client or prospective client development plans, specific rates charged to a client or offered to a prospective client and other business or client records. *Confidential Information* also includes, but is not limited to, debit or credit card information, employment applications, organization charts, performance ratings and other personnel records.

**Deloitte Entity** – the Employer, Deloitte LLP, and any corporation, company, partnership, limited liability company or other entity (a) that (i) is owned, directly or indirectly, in whole or in part, by Deloitte LLP (the “Deloitte U.S. Firms”), including but not limited to Deloitte LLP subsidiaries in India, the Deloitte Touche Tohmatsu verein, Deloitte Global Services Limited, Deloitte Global Services Holdings Limited, Deloitte Touche Tohmatsu Limited (“DTTL”) or any member firm of DTTL or affiliate thereof (collectively, the “DTTL Member Firms”) or (ii) controls, is controlled by or is under common control with any of the entities listed in clause (i); or (b) in which any *Personnel* participated on its behalf, or carried out any duties with respect to its affairs. For purposes of this Employment Agreement, the term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract, or otherwise.

**Deloitte Property** – *Confidential Information*, *Systems*, equipment, debit and credit cards issued in connection with my *Employment*, furniture, facilities and any and all other materials owned, licensed or leased by a *Deloitte Entity*, including, without limitation, computerized or electronic information and all copies thereof in any form or media, created by, furnished to, obtained by or prepared by me in the course of my employment in any capacity.

**Deloitte India (Offices of the US)** - The following companies shall be deemed to be the affiliates of each other and are collectively referred to as Deloitte India (Offices of the US): (i) Deloitte Consulting India Private Limited (ii) Deloitte Tax Services India Private Limited (iii) Deloitte Support Services India Private Limited (iv) Deloitte Financial Advisory Services India Private Limited and (v) Deloitte & Touche Assurance & Enterprise Risk Services India Private Limited.

**Electronic Communications** – all text, audio, video, images, information, data, files and attachments created, displayed, sent, received, posted, accessed or stored, whether deleted or not, by means of the *Systems*.

**Employment** – the nature of my relationship with the Employer or a *Deloitte Entity* pursuant to this Employment Agreement. Alternatively, and depending on context, *Employment* is the period of time during which this relationship persists.

**Form** - paper, computer disc, USB drive, website; any other tangible or electronic medium by which information may be stored or accessed; and human memory.

**Independence** – National Office (Independence) of Deloitte LLP.

**Intellectual Property** - works of authorship (including, without limitation, books, articles, data compilations, software and other copyrightable materials), materials, patents, inventions, designs, techniques, methodologies, processes, discoveries, know-how, ideas, trade secrets, moral rights, trademarks and other indicia of origin together with the goodwill therein, and all patent applications, copyright and trademark applications and registrations, and extensions and renewals thereof, throughout the world.

**Intellectual Property Rights** – all rights, title and interest in Intellectual Property.

**PCAOB** – the United States Public Company Accounting Oversight Board.

**Personal Creations** – *Intellectual Property* that meet all of the following criteria: (1) it is conceived, developed, and created by me on my own time without using *Deloitte Property* or *Personnel* (during work hours), facilities, *Confidential Information* or *Works* of a *Deloitte Entity*, (2) it is unrelated to the actual or reasonably anticipated business or research and development of a

*Deloitte Entity*, and (3) it does not result from any work performed by me and the *Personnel* (during work hours) for a *Deloitte Entity*.

**Personnel** – partners, principals, members, officers and employees of a *Deloitte Entity*.

**PII** – information (excluding business contact information such as an individual's name and one or more of the following: organization name, organizational title, organizational role, business address, business telephone number (including business cell phone number and business email address) relating to an identified or identifiable natural person. An identifiable natural person is a natural person who can be identified, directly or indirectly, by reference to an identification number or factors specific to his or her physical, physiological, mental, economic, cultural or social identity. Set forth below is a non-exclusive list of information that constitutes PII when such information relates to an identified or identifiable natural person:

- Account number (bank account, credit card, etc.)
- Address
- Biometric identifier
- Certificate or license number
- Date of birth
- Government identifiers (such as PAN)
- Name\*
- Personnel Number
- Photograph or video identifiable to an individual
- Vehicle identifier or serial number
- Other information related to an individual that may directly or indirectly identify that individual (e.g., salary, performance rating, purchase history, call history, etc.)

\* Note: When an individual's name is used with PII that is not business contact information, it is included in the definition of PII.

**Pre-existing Agreements or Arrangements** – agreements or arrangements that (1) relate to any *Pre-existing Creations*; or (2) may affect my ability to comply with the requirements of this Employment Agreement, including all contractual and other restrictions or obligations with other parties, including any post-employment restrictions and required notifications to the extent applicable under 18 United States Code §207, CFR 3.104-4, and India laws, rules and regulations that may or will impose limitations on my professional activities during my *Employment* (such as any non-compete agreements with prior employers and the one-year ban on lobbying contacts).

**Pre-existing Creations** – any *Intellectual Property* and *Intellectual Property Rights* that were developed or created by me, alone or with others, or otherwise acquired by me, before the period of my employment in any capacity with the Employer, in which I claim any ownership or right.

**Proceedings** – past or pending (1) actual or threatened claims or complaints of, or arising out of service to, present or former clients, (2) regulatory, self-regulatory, disciplinary, administrative, civil or criminal investigations, inquiries, charges, complaints, actions, sanctions, alternative dispute resolution proceedings, other proceedings or matters (other than criminal proceedings which relate solely to the operation of a motor vehicle) of any kind or nature, in India or any other jurisdiction, against me, including criminal proceedings arising out of my provision of professional services, proceedings brought by a professional association, or proceedings involving the Securities and Exchange Board of India, United States Securities and Exchange Commission or the PCAOB, other professional bodies like the Institute of Chartered Accountants of India or (3) matters of any kind or nature which could adversely affect my association with the Employer or my ability to perform my duties or responsibilities to the Employer, whether set forth in this Employment Agreement or otherwise, or my registration with or licensure by any governmental, quasi-governmental, or other regulatory agency, body or entity, in or outside the United States or India.

**Systems** – the communications systems or any part of such systems that a *Deloitte Entity* owns, licenses or operates and approves for use, including, but not limited to, e-mail, text messaging, Lotus Notes, Deloitte Online (eRoom), instant messaging, local area network, wide area network, Intranet (e.g., DeloitteNet, D Street), Internet, extranet, collaborative tools (e.g., blogs, wikis, etc.), laptop and desktop computers, servers, air cards, Personal Digital Assistants, cell phones, telephones and voicemail.

**Works** – all *Intellectual Property*, in any *Form*, created by me, alone or with others, during the period of my *Employment* that (1) is created within the scope of my *Employment*; (2) relates in any manner to the actual or anticipated business, research, or development of a *Deloitte Entity*; (3) results from any work assigned to or performed by me, alone or with others, for the Employer; or (4) is created with the use of *Deloitte Property*.

**EXHIBIT B****Pre-existing Creations; Pre-existing Agreements or Arrangements**

I understand and agree that the Employer makes no attempt to verify my claim of ownership to any of the *Pre-existing Creations* listed, and makes no admission that any *Pre-existing Creations* listed are owned by me.

[If yes, please enter details below]

Yes, I do have *Pre-existing Creations*, *Pre-existing Agreements or Arrangements*

No, I do not have *Pre-existing Creations*, *Pre-existing Agreements or Arrangements*

<b><u>Title</u></b>	<b><u>Date</u></b>	<b><u>Brief Description</u></b>
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\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Print)

ACCEPTED AND AGREED TO:

**Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
6718FF75DA89400...

Pooja Madnani

**Talent**

Its: *Authorized Signatory*

\_\_\_\_\_  
Date

An *Authorized Signatory's* signature is required only if *Pre-existing Creations* or *Pre-existing Agreements* or *Arrangements* are listed pursuant to Paragraphs 2 and 11 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment made in light of Paragraph 2 that *Pre-existing Creations*, if any, are described and explained in sufficient detail so that the likelihood of confusion between the employee's *Pre-existing Creations* and the *Intellectual Property* of a *Deloitte Entity* can be avoided or minimized in the future and further indicates that the *Pre-existing Agreements* or *Arrangements* have been obtained and reviewed and that the *Authorized Signatory* is satisfied that such *Pre-existing Agreements* or *Arrangements* will not interfere with the employee's ability to comply with the requirements of this Employment Agreement.

**EXHIBIT C**

**Proceedings**

[none, unless otherwise specified]

Yes, I do have *Proceedings* to report

No, I do not have *Proceedings* to report

My signature below certifies that to the best of my knowledge, the information I have provided above, pursuant to Paragraph 3, is complete and accurate.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

**EXHIBIT D**

**Exceptions to Post-Employment Restrictions: re: Clients**

[none, unless otherwise specified]

As specified in Paragraph 13, I agree that after a period of three (3) years from my start date or the date of my employment, as the case may be, the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on Exhibit D to support the application of the obligations of Paragraph 12 to those clients.

Yes, I do have  
Post-Employment Restrictions  
re: Clients

No, I do not have  
Post-Employment Restrictions  
re: Clients

<u>Name of Client</u>	<u>Specified Kind of Services(s) Permitted</u>
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ACCEPTED AND AGREED TO:

**Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
6718FF75DA89400...

Pooja Madnani

**Talent**

Its:     Authorized Signatory	_____
	Date

I have read and understood the above policy terms.

_____	_____	_____
Signature	Name	Date

A n *Authorized Signatory's* signature is required only if information is provided pursuant to Paragraph 13 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment that criteria in Paragraph 13 have been fully satisfied, the clients listed have been properly identified, and the kinds of services permitted have been described with sufficient specificity.

## Terms and Conditions of Service

In continuation to our offer of employment with **Deloitte Tax Services India Private Limited** (the "Employer"), please note the terms and conditions of service.

The italicized terms in these Terms and Conditions of Service are defined in **Exhibit A** of the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement hereto.

### Terms of Service

#### 1. COMPLIANCE WITH INDEPENDENCE, ETHICS AND OTHER REQUIREMENTS

Deloitte & Touche LLP performs attest services for certain of its clients and is subject to the independence requirements of, among others, the United States Securities and Exchange Commission (SEC), the United States Public Company Accounting Oversight Board (PCAOB), and the American Institute of Certified Public Accountants (AICPA). These requirements mandate that certain of the Employer's employees and their relatives be independent of some or all of such attest clients and their affiliates in accordance with the policies of Deloitte LLP and its subsidiaries (the "Deloitte US Entities").

Upon joining the Employer, you will be asked to review a listing of the attest clients and the affiliates of such clients of certain of the Deloitte US Entities and disclose relationships or financial holdings that you or your relatives may have that could affect the independence of the Deloitte US Entities. Any relationships or holdings that conflict with, among other things, the requirements of the SEC, the PCAOB or the AICPA or the independence or ethics policies of the Deloitte US Entities will need to be resolved immediately. Further, you will be required to comply with these policies throughout your career with the Employer, including, when applicable, maintaining a current list of certain of your financial interests (but not their value) in the independence tracking system.

As a condition to your joining the Employer and continued employment, you are required to complete a representation regarding your understanding of, and compliance with, independence and other matters, on a periodical basis (as requested beginning on or prior to the date of you joining the Employer, annually thereafter, and upon certain changes in your role in the Employer), the details of which are provided in the independence representation. An example copy of this representation form is available for your reference on [www.deloittenet.com](http://www.deloittenet.com). The representation should be made to the best of your knowledge and ability. It is your responsibility to consult on any matter should you be uncertain or have a question. You are also requested to refer to [www.deloittenet.com](http://www.deloittenet.com) and *Independence* for more information in this respect. The representations made by you will be subject to an audit and may be reviewed by Deloitte LLP representatives and shared with certain third parties. If you are selected for such an audit, you will need to submit certain personal financial records to Deloitte LLP's internal audit team. Please be assured that Deloitte LLP fully intends to keep all information obtained through the audit process confidential and secure. You hereby give your consent to Deloitte LLP to use the information provided by you for such purposes as provided in the policies regarding independence and ethics.

In the event you (i) do not cooperate or comply with the independence requirements, or (ii) do not complete the necessary representations, or (iii) make inaccurate representation(s); you may be subject to disciplinary action including and up to termination of employment with the Employer.

Please feel free to contact or consult *Independence* should you require any further information or if you have any specific concerns in this respect.

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#### 2. NON DISCLOSURE, NON SOLICIT AND INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AGREEMENT ("Employment Agreement")

You will be expected to sign the Employer's Employment Agreement. Please contact Talent for further details.

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#### 3. HARRASSMENT POLICY

**Administrative Policy Release ("APR") 213** is the Employer's policy prohibiting harassment. Deloitte LLP's subsidiaries located in India ("Deloitte India (Offices of the US)") are committed to providing a working environment that is free from harassment based on caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis, in accordance with applicable Indian central, state or local law. Expressly forbidden are unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Depending on the circumstances, such harassment may also include conduct such as stereotyped or demeaning remarks or gestures or the display or circulation, whether in writing or electronically, of materials or pictures offensive to persons because of their caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis in accordance with applicable Indian central, state or local law. The full policy will be accessible to you on DeloitteNet after joining Deloitte U.S. India.

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#### 4. WORKING HOURS, HOLIDAYS, LEAVES AND MATERNITY BENEFITS

You will be provided with your standard working hours, which may vary over the course of your career. The Employer may, from time to time, subject to applicable laws, require the employee to work beyond these hours.

You shall be entitled to paid holidays and leave as per the Employer's policies.

Women employees are eligible for maternity benefits as per the recent amendments (2017) in the maternity benefit act, 1961, including having 26 weeks of maternity leave with pay, as applicable.

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#### 5. RETIREMENT AGE

The age of retirement for employees of Deloitte India (Offices of the US) is 60 years. Your employment will therefore automatically terminate at the end of the month in which you attain 60 years.

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#### 6. TRANSFERS

You may be transferred, assigned, or asked to attend training at the offices of a Deloitte Entity or its clients or third parties in India or abroad with or without additional compensation. In such an event, you will also be governed by the terms and conditions of service applicable to the transfer, assignment, or training.

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#### 7. NOTICE PERIOD FOR TERMINATION OF SERVICES

The notice period for termination of your services is **60 Days** by either side and/or salary in lieu of notice period on part of the Employer only.

The Employer expects all employees to maintain the highest standards of professional conduct at all times.

In order to assure orderly operations and provide the best possible work environment, the Employer expects you to follow rules of conduct that will protect the interests and safety of all personnel, including but not limited to the Code of Ethics and Professional Conduct.

In the event of any breach of the Code of Ethics and Professional Conduct, non-performance of a contractual obligation or the terms and conditions laid down in this Annexure, or if you engage in any misconduct whether or not in connection with or affecting the business or affairs of the Employer or the work conduct, as specified by Employer, you will be subject to disciplinary action up to and including termination of your services/ employment with the Employer without any notice or payment in lieu of notice notwithstanding any other terms and conditions stipulated herein.

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#### 8. MISCONDUCT

Misconduct may include but is not limited to:

- Irregular attendance: repeated or excessive absence, tardiness or early departures/ late comings without approval.
- Unreported or unapproved absence (including overstay of leave) for more than five consecutive days or deviation from assigned and accepted schedule for more than five days.
- Falsification or manipulation in background verification process or employment records, employment information, or other records prior to or after joining the Employer.
- Falsification or manipulation of Deloitte Time & Expense (DTE).
- Knowingly providing false statements, either verbally or in written form.
- Neglect of normal duties and functions.
- Practices such as reading personal materials during working time, having obscene or inappropriate posters or screen savers at your work station, playing games at your work station, etc.
- Continued discharge of work functions that do not meet the standards reasonably expected.
- Breach of the confidentiality provision in the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement including disclosing to any unauthorized person any *Confidential Information* or *PII*.
- Willful insubordination or disobedience, whether or not in combination with another, of any lawful and reasonable instructions of any member of management or any authorised person.
- Engaging in unapproved outside employment and activities as defined in APR 218 (US & IND)

([https://deloittenet.deloitte.com/About/Policies/Admin/Pages/218\\_OutsideEmploymentActivities\\_US.aspx](https://deloittenet.deloitte.com/About/Policies/Admin/Pages/218_OutsideEmploymentActivities_US.aspx)).

- Installing, downloading, copying or duplicating any unauthorized or unlicensed software, programs, games, or attachments on any computer system of the Employer or of any *Deloitte Entity* or its clients.
- Engaging in any illegal activities.
- Workplace violence, including threats of physical violence.
- Corporate credit card delinquencies.
- Causing damage to the property of the Employer, any *Deloitte Entity*, its clients, or their respective personnel
- Going on or abetting a strike in contravention of any law.
- Theft of any property belonging to another, the Employer or any *Deloitte Entity*, or their respective personnel, clients, or visitors
- Possession of firearms, explosives, knives or any instruments that can be used as an injurious or deadly weapon in the workplace or at any *Deloitte Entity* sponsored event.
- Corruption, fraud, or misappropriation of funds.
- Failure to comply with the policies, guidelines, rules and regulations of the Employer or a *Deloitte Entity* as applicable.
- Excessive personal use of the Employer's telephone, fax or computer systems.
- Failure to adhere to applicable laws.
- Any act prejudicial to or in conflict with the interests of the Employer or a *Deloitte Entity*.

The above terms and conditions are based on, and should be read in conjunction with, the Employer's policies, guidelines, procedures and other rules currently applicable, including but not limited to Administrative Policy Releases (APRs) and Deloitte India (Offices of the US)'s other policies, guidelines, rules, and regulations. The above rules are subject to amendments from time to time and the amended rules, policies, procedures, and guidelines would be posted on the Employer's Intranet site i.e. <https://deloittenet.deloitte.com/Pages/Home.aspx> for employee reference. The policies will be updated from time to time in the future and we deem to have your consent to any and all such changes. Furthermore, upon acceptance of employment with the Employer, you may be requested to read and acknowledge acceptance of various policies and guidelines of the Employer. It is expected that you will read and acknowledge all such communications.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name





### Training Agreement

On behalf of **Deloitte Tax Services India Private Limited**, please accept our congratulations on your recent offer of employment to join the Company as **Tax Consultant I** pursuant to the terms and conditions of your offer letter dated **August 26, 2024**. You made a very favorable impression with everyone you met and we are excited about the possibility of you joining the Company.

As you may be aware, as a condition of employment with the Company, you may be required to travel Overseas to attend a series of training sessions for a period of up to 90 days. This training will be a combination of classroom procedural training as well as on-site training to observe employees conducting similar work at various client locations. This training represents the confidence we have in your ability to be a valuable member of the practice of the Company.

As per Company policy, we kindly bring to your attention that all employees attending training overseas are required to sign a Training Agreement which will obligate the employee to repay a calculated amount of the costs associated with the training, only if the employee resigns his/her position or are terminated for cause within a specified period after completion of the training (usually between 6 to 18 months). This repayment obligation disappears after the specified period of time has lapsed. We all look forward to seeing you again soon and having you join our team of outstanding professionals.

Sincerely,

For **Deloitte Tax Services India Private Limited**

DocuSigned by:

*Pooja Madhani*

6718FF75DA89400...

By:

Signature

**Authorized Signatory**

**Deloitte Tax Services India Private Limited****Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District, CIRCLE 3, Hyderabad - 500032, Telangana, India****Tel: +91 040 67621000**  
**www.deloitte.com****Subject: Offer of Employment****Dear MOHAMMED TAHER NAWAZ**

On behalf of **Deloitte Tax Services India Private Limited** (the "Employer" or "Company"), I am pleased to confirm our offer of employment to you as **Tax Consultant I** based in **Hyderabad**.

We extend this offer, and the opportunity it represents, with great confidence in your abilities. You have made a very favorable impression with everyone you met and we are excited with the prospect of you joining our organization on **OCT 12, 2022**.

Your immediate manager will communicate details of your role and work responsibilities in the initial weeks of your joining the Employer. During your employment, the Company may require you to work on any project that you are assigned to, on any technical platforms/skills and nature of the project, in differentiated work timing, at designated work space and location as may be decided by the company.

As part of your annual compensation, you will receive a Total Salary of **760000** and, will be eligible for a performance linked variable bonus. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount could vary depending upon the business and individual performance each fiscal year and, in some situations, could exceed the payout range indicated. Any amounts paid will be subject to statutory and other deductions as per Employer policies and practices. The details of your compensation breakdown are provided in the attached Annexure A.

As an incentive to join the Company, you are eligible to receive a joining bonus of **Rs./₹ 100,000/-** subject to your reporting for full-time employment on **OCT 12, 2022**.

. This amount will attract applicable taxes and will be processed as part of your first month's payroll. You will have an obligation to repay the entire amount of your joining bonus if you resign your position or are terminated for cause by the Company within **12 months** of your start date.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

Your employment with us will be governed by the Terms and Conditions as detailed in **Annexure B**, as well as any and all rules, regulations, guidelines, policies and practices of the Employer, which may be amended from time to time. Deloitte LLP and its U.S.-based subsidiaries (the "Deloitte U.S. Firms") requires their employees to make the necessary representations regarding independence and other matters. Because the Employer is an Indian subsidiary of Deloitte LLP, we must also comply with these independence requirements. Accordingly, this offer is conditional upon you agreeing to make such representations under the Employer's Independence Representations requirements, as further explained in **Annexure B**.

Your compensation details are confidential, and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization. We would like you to join the Employer on, or an alternative mutually agreed upon date.

This offer letter, together with the Annexures described herein, and the Non-Disclosure, Non Solicit and Intellectual Property Rights Assignment Agreement, the Information Security Policy (which you are required to sign upon joining), constitute the entire agreement between the parties with respect to the subject matter of this offer, and supersedes all other previous or contemporaneous oral or written representations, understandings or agreements relating to the subject matter of this offer between you and the Employer or its affiliates.

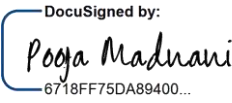
In compliance with applicable laws, Deloitte India (Offices of the US) provides its professionals with home pick-up and drop transport services within **pre-defined** boundary if their shift timings are between 8:30 p.m. - 6:00 a.m. in Hyderabad, 9:00 p.m. - 6:00 a.m. in Mumbai, Pune; 7:00 p.m. – 6:00 a.m. in Gurugram, 8:00 p.m. - 6:00 a.m. in Bengaluru, Chennai, and Kolkata.

This letter and **Deloitte Tax Services India Private Limited** employment application are intended to be final. To accept the offer and the terms of this letter, please sign below in the space provided within three business days.

everyone you have interviewed with joins me in extending to you congratulations and warm regards. We look forward to you joining our team.

Sincerely,

**For Deloitte Tax Services India Private Limited**  
Best regards,

By:   
Signature

**Authorized Signatory**

**Acceptance**

Signature

Date

**Annexure A****Tax Consultant I -**

<b>Description</b>	<b>Monthly</b> (Rs. per month)	<b>Annual</b> (Rs. per Annum)
Basic Pay	<b>17,500</b>	<b>210,000</b>
House Rent Allowance (HRA)	<b>8,750</b>	<b>105,000</b>
Special Allowance <sup>1a &amp; 1b</sup>	<b>11,867</b>	<b>142,404</b>
Leave Travel Allowance <sup>2</sup>	<b>1,750</b>	<b>21,000</b>
Differential Allowance	<b>5,833</b>	<b>69,996</b>
Meal Card <sup>3</sup>	<b>2,200</b>	<b>26,400</b>
Employer's contribution to PF	<b>2,100</b>	<b>25,200</b>
<b>Total Salary (in Rs.)</b>	<b>50,000</b>	<b>600,000</b>
Variable Bonus*	You are eligible for a performance linked variable bonus. It will be paid out at the end of the fiscal year, as applicable and on the basis of your individual performance and performance of the business	
Medical Insurance Premium <sup>4</sup>	<b>3,014</b>	<b>36,167</b>

\*The Variable Bonus will vary, primarily based on your individual performance and the performance of the business, during the Employer's fiscal year which is June through May. Your performance will be formally assessed as a part of the Employer Performance Review Cycle Process. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount will vary depending upon the business and individual performance and in some circumstances, could exceed the payout range indicated. The performance of all the employees who have joined the Employer prior to March 1st will be assessed for the fiscal year ending in May. The disbursement of a Variable Bonus, if applicable, is subject to you being active on the rolls of the Employer, during the Annual Incentive Program payout cycle for the fiscal year. For employees joining during the period March 1st to May 30th, a prorated Variable Bonus, if applicable, will be based on the first year-end review ratings in the subsequent year and paid during the Annual Incentive Program payout cycle of that year. The Variable Bonus will not be paid in the event of termination of employment for any reason on or before the disbursement time. The application and interpretation of, and any determinations related to, the Variable Bonus is at the sole discretion of Employer. Employer may amend or terminate the Variable Bonus at any time. All compensation and benefits are based on employee's position with the Employer in India.

Contd/-....

Annexure A

<sup>1</sup>All employees may claim tax exemption, subject to tax rules from time to time, from their Special Allowance component, expenses incurred towards communication and Driver / Fuel & Maintenance Expenses as per eligibility mentioned below:

**Employee Level -  
Tax Consultant I**

<sup>1a</sup>Communication Expenses

<sup>1b</sup>Fuel Expenses

*Only one Post paid mobile, one Land Phone  
and One internet connection bill(s) can be  
claimed.*

*Petrol / Driver / Insurance / Repairs &  
Maintenance*

**Rs./₹ 3,000/-** per month

**Rs./₹ 7,500/-** per month

<sup>1a</sup> The internet/telephone/mobile bills should be in the Employee's name.

<sup>1b</sup> For claiming vehicle running expenses (Driver / Fuel / Repairs & Maintenance expenses) the vehicle has to be in the name of the Employee and the current tax rules are as under. The above limits will be applicable for all those who are on company car lease program and the below limits will apply for all those who are on self-owned car. In case of company leased car, taxability would be as per the current perquisite valuation rules.

Nature of Expenses	Own Vehicle –Maximum Tax exemption limit per month		
	4 Wheelers (Engine Capacity)		
	<= 1600 cc	> 1600 cc	Two Wheelers
Fuel & Maintenance	Rs. 1,800	Rs. 2,400	Rs. 900
Driver's Salary	Rs. 900	Rs. 900	Not applicable

All employees at and above **Senior Staff** are eligible for the company car lease program. If you choose to avail of this benefit, the amount towards lease rental will be paid by the firm on your behalf to the leasing company and your compensation structure will be adjusted accordingly. A revised letter with the new compensation structure will be issued that will supersede this letter for all practical purposes.

<sup>2</sup> The Leave Travel Allowance (LTA) will be paid on a monthly basis as an allowance with tax deducted at source. If you choose to avail the tax benefit on LTA, you should submit proof of expenses incurred by you for Self and / your immediate dependents. The taxability or otherwise of LTA will be as per the Income Tax Act 1961, details of which will form part of the LTA Form.

<sup>3</sup> Meal Card amount will be credited at the start of each month and for the first month (For New Hires) prorated amount will be processed as part of payroll. If not collected, it will be processed as a taxable amount with the salary.

<sup>4</sup> Annual Floating Medical Insurance Coverage for self and **6 dependents** is being paid by the Employer on your behalf. The premium amount is subject to change every year post renewal of insurance policy. In case you opt for an enhancement of the coverage limit, the additional premium will be adjusted accordingly from the special allowance.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

You may also be eligible to either a One-time Stipend or a temporary lodging basis joining the registered office location, you will receive a survey from Deloitte prior to your joining.

You may select the best option for availing the relocation assistance. If an employee who has availed this reimbursement decides to quit within 18 months from the date of relocation claim for whatever reason, the relocation reimbursement paid to the employee will be recovered in full, from the employee's full and final settlement.

By joining the Company, you will become a member under the 'Deloitte USI Employees Welfare Trust' and may be required to make a nominal contribution as a member.

Original bills towards the above components should be submitted during the Income Tax fiscal period evidencing the expenditure to get Income Tax exemption, failing which the same will attract applicable Income Tax.

Submission of false, tampered or altered bills as proof of expense for any of the above components will result in disciplinary action including termination of employment.

**Your compensation above is subject to income tax deduction per rules and guidelines prescribed under the prevailing tax laws. This may change from time to time in line with the amendments done in tax laws.**



## Annexure B

### **Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement ("Employment Agreement")**

In consideration of my employment by **Deloitte Tax Services India Private Limited**, an Employer incorporated under the provisions of the Companies Act, 1956 and having its registered office **Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District, CIRCLE 3, Hyderabad - 500032, Telangana, India** (the "Employer") as **Tax Consultant I** - and other valuable consideration, I acknowledge and agree that:

#### **PRELIMINARY MATTERS**

**1. Defined Terms.** The italicized terms in this agreement (the "Employment Agreement") are defined in **Exhibit A** hereto.

**2. Pre-existing Agreements or Arrangements.** I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Agreements or Arrangements*. The Employer expects me to abide by all restrictions or obligations that are contained in such Pre-existing Agreements or Arrangements and to avoid involvement, while employed by the Employer, in any matter that could pose a conflict as a result of confidential information or intellectual property obtained by me prior to my *Employment*. I further represent that none of these restrictions or obligations, including those set forth in any non-compete agreements with prior employers, is inconsistent with my acceptance of the Employer's offer of *Employment* or my becoming, and serving as, **Tax Consultant I** of the Employer. To the extent applicable and if I am joining the Employer after having served as an employee or official of the United States Government, I further represent that: (1) I have disclosed my prior participation, if any, in any discussions or negotiations with, or decisions to award contracts to, the Deloitte U.S. Firms while I was employed by the United States Government; and (2) I had either recused myself or had not played an active role in the applicable United States Government agency's decision to award any contracts to the Deloitte U.S. Firms while I was employed by the United States Government.

#### **PROTECTION OF OUR BUSINESS**

**3. Reporting of Proceedings.** Except as provided by law and except as I have disclosed in writing on **Exhibit C** to this Agreement, I represent and warrant that I have no *Proceedings* to report. Should I become a subject of any *Proceedings* during my association with the Employer, I agree to immediately report, in writing, all relevant facts to the Chief Talent Officer of Deloitte LLP, the Regional Talent Director of the Employer, and the Chief Ethics and Compliance Officer of Deloitte LLP. I understand that my responses are subject to audit and review by the Employer and others in accordance with applicable professional, ethical, legal, or Employer requirements, rules, regulations, policies, or practices, or other requests.

**4. Confidentiality.** I acknowledge that, by virtue of my *Employment*, I will acquire and be exposed to, have access to, make use of and/or create *Confidential Information*. Therefore, I agree to hold in trust and confidence all such *Confidential Information*. I will neither disclose any such *Confidential Information* to anyone outside a *Deloitte Entity* without the prior written approval of an *Authorized Signatory*, except as required by my authorized duties for the Employer, nor use any such *Confidential Information* for any purpose other than for the benefit of a *Deloitte Entity*.

**5. Third Party Information and Property.** I agree that during my *Employment*, I shall not use or disclose any confidential information or intellectual property of any former employer or other person or entity without the prior written authorization of such employer, person or entity and the prior written consent of an *Authorized Signatory*. If I were to use or disclose any such Confidential Information or Intellectual Property without prior consent, and any of the *Deloitte Entities* become the subject of any claim from a third party regarding such unauthorized use or disclosure, I agree to hold harmless and indemnify the *Deloitte Entities* for any legal defense costs and/or damages related to any such claim.

**6. Authorization.** Only employees of the Employer holding a senior or managerial position with the Employer will be authorized by a specific authorization, delegation, or power of attorney to sign legal documents, representing the Employer. Similarly, only such authorized employees of the Employer may speak about the Employer, the business and plans, various client-related projects etc.

**7. Competing Activities and Conflict of Interest.** During the period of my *Employment* I will not, directly or indirectly, participate in or in any way render services or assistance to any business that is or may be competitive with a *Deloitte Entity*, whether or not for compensation, or engage in any conduct which might result in, or create the appearance of using my position for private gain or other than for the benefit of a *Deloitte Entity*, or otherwise create a conflict, or the appearance of a conflict, of interest with a *Deloitte Entity*. Such conduct shall include, but not be limited to, having an undisclosed financial interest in any vendor or supplier of a *Deloitte Entity*, accepting payments of any kind or gifts other than of a nominal value from vendors, clients or suppliers, or having an undisclosed relationship with a family member or other individual who is employed or

associated with any entity in active or potential competition with a *Deloitte Entity*, and which creates a conflict of interest. I represent and warrant that I am not currently aware of any present or past violation of this provision.

**8. Authorization to Access Systems and Electronic Communications and use of Deloitte Property.** I understand that while employed with a *Deloitte Entity*, I will use and have access to the Systems. I also acknowledge that a *Deloitte Entity* has the right at any time to access, retrieve, delete, monitor, examine, use and/or disclose my Electronic Communications and information from (or about) me and the content, without notice to me, and that such *Electronic Communications* are considered part of a *Deloitte Entity's* business and client records and are not to be considered private or personal to me or any other *Personnel*. I further acknowledge that this right extends to *Electronic Communications* transmitted for either a business or personal purpose.

I agree that I am authorized to access the *Systems* only for approved business purposes and occasional personal use if such use does not interfere with my work responsibilities and other required business activities, business operations, or *Systems* performance. However, I also acknowledge that such occasional personal use does not create an expectation of privacy as to any of my personal *Electronic Communications* and, as such, are *Deloitte Property*.

I further acknowledge that I am not authorized to use the *Systems* for personal gain or any illegal or unethical use. I agree that under no circumstances am I authorized to access any of the *Systems* for the purpose of obtaining *Deloitte Property* for a competitor of a *Deloitte Entity*, transmitting *Deloitte Property* to me (e.g., emailing *Confidential Information* to my personal email address) or to a third party for purposes other than furthering the business objectives of a *Deloitte Entity*. I am not authorized to download a *Deloitte Entity's Confidential Information* or other *Deloitte Property* to removable media such as a CD Rom, disk or thumb drive other than as authorized for furthering the business objectives of a *Deloitte Entity*.

I will be responsible for the safe keeping and return in good condition and order of all the *Deloitte Property* that may be in my use, custody, care or charge. For the loss of any *Deloitte Property* in my possession or custody or for which I have been assigned responsibility, the Employer will have a right to assess on its own basis and recover from me, the damages in respect of such materials (out of the amounts due to me or otherwise) and to take such other legal action as it deems appropriate including termination of my employment without notice or payment in lieu thereof in the event of my failure to account for such material or property to its satisfaction.

**9. Security.** I am provided with a worktable and lockable storage space. I will ensure they are locked when unattended and understand that a duplicate key will only be provided if I sign for it. I am required to display my identity card to the appropriate security personnel on demand and at all times within the office premises.

**10. Ownership of Works.**

a. I agree that the Employer owns all rights, title and interest in and to all *Works*.

b. I agree that all *Works* are deemed works made for hire under India copyright or applicable laws or equivalent laws of any applicable foreign jurisdiction, and all *Intellectual Property Rights* therein vest automatically in the Employer upon creation of the *Works*. I agree that, to the extent any *Work* is held not to be a work made for hire, I hereby irrevocably assign all *Intellectual Property Rights* in the *Work* to the Employer. Notwithstanding anything contained in Section 19(4) of the Indian Copyright Act, 1957, I agree that such assignment shall continue to be in force for perpetuity irrespective of whether or not the Employer exercises its rights as the assignee for any period of time.

c. I will at all times, even after termination of my *Employment*, do whatever the Employer reasonably requests of me, at the Employer's expense, to document the assignment of any *Works* to the Employer or to assist the Employer in pursuing, renewing, extending or assigning any *Intellectual Property Rights*, and otherwise perfecting, protecting and enforcing said *Intellectual Property Rights* in, any *Works*. I agree that, as between me and the Employer, the Employer shall be the sole author, inventor, and owner of all such *Works* and *Intellectual Property Rights* therein throughout the world, and that the Employer shall have the sole right to seek copyright registrations, patents or trademark registrations, including all extensions and renewals thereof. I also hereby agree that I waive all moral rights in any *Works*.

I also agree to assign all my right, title and interest in and to any particular *Works* to a third party as directed by the Employer.

In the event the Employer is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraphs, I hereby irrevocably designate and appoint the Employer and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and in my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraphs with the same legal force and effect as if executed by me. I hereby waive any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any *Works* assigned hereunder to the Employer.

d. During a 12 month period after termination of my *Employment*, I agree that any *Intellectual Property* I create or conceive that results from and is related to any work assigned to or performed by me for the Employer, or that was created using *Deloitte Property*, is a *Work* that is subject to Paragraph 10 (b) above. For purposes of clarification, the foregoing provision is in addition to, and not in limitation of, any rights and remedies the Employer may have under the applicable laws protecting *Intellectual*

*Property of the Deloitte Entities.*

e. I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Employer) of all *Works* developed by me during the period of my employment with the Employer, which records shall be available to and remain the sole property of the Employer at all times.

**11. Pre-existing Creations; Personal Creations.** My obligations in Paragraph 10 do not apply to *Pre-existing Creations* and *Personal Creations*. I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Creations*. I acknowledge and agree that I will not assert any ownership rights against the *Deloitte Entities*, or their respective clients, with respect to any *Pre-existing Creations* unless they appear on **Exhibit B**, and **Exhibit B** has been accepted and agreed to by an *Authorized Signatory* who has signed at the bottom of such **Exhibit B**. I further agree that I shall not use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment* without the prior written consent of an *Authorized Signatory*. To the extent that I use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment*, I agree that, except as otherwise provided in a written agreement executed by me and the Employer, I hereby grant to the Employer an irrevocable, royalty free, perpetual, fully paid up, transferable, sub-licensable license to use, reproduce, distribute, display, perform, modify and create derivative works of and otherwise exploit such *Pre-existing Creations* or *Personal Creations* for any purpose including, but not limited to, client engagements.

**12. Post- Employment Restrictions re: Clients.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or serving of certain clients related to my work for a *Deloitte Entity* would necessarily involve the unauthorized use or disclosure of *Confidential Information*, and the proprietary relationships and goodwill of the *Deloitte Entities*, and, in the case of my serving of certain clients, could compromise the full compliance of the Employer or another *Deloitte Entity* with the applicable laws, rules and regulations of a U.S. or India regulatory body or other independence-related requirement of a regulatory body. Accordingly, during the period of my *Employment* and for a period of one year thereafter, I will not, directly or indirectly, solicit or provide services to any existing client of a *Deloitte Entity* with which I had personal contact and provided services during the two-year period prior to termination of my *Employment*.

**13. Exceptions to Post- Employment Restrictions re: Clients.** I understand that the obligations of Paragraph 12 will not apply for a period of three (3) years after my start date or the date of my promotion or transfer to clients of a *Deloitte Entity* and/or certain specified kinds of services rendered to such clients that meet all of the following criteria: (a) are personal clients of mine who came to a *Deloitte Entity* solely to avail themselves of certain specified kinds of services rendered by me and only as a result of my own independent recruitment efforts, which a *Deloitte Entity* neither subsidized nor otherwise financially supported as part of a program of client development, (b) are listed on **Exhibit D** expressly by name with respect to client and with sufficient specificity with respect to the kinds of service(s) that I will be permitted to render, and (c) are accepted and agreed to as to their listing on **Exhibit D** by an *Authorized Signatory* who has signed at the bottom of such Exhibit. I agree that after a period of three (3) years from my start date or the date of my promotion or transfer the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on **Exhibit D** to support the application of the obligations of Paragraph 12 to those clients.

**14. Future Employment with Clients.** Except as otherwise provided herein, I understand that I am not prohibited from accepting employment with a client (or an affiliate of such client) of a *Deloitte Entity*. Before entering into substantive discussions with an *Attest Client* regarding any employment opportunity, I acknowledge and agree that during my *Employment* and for five years thereafter I must first notify *Independence* and obtain prior written approval from *Independence*. I acknowledge and understand that it is the intent of the Employer to interpret and apply this provision (a) in an effort to ensure the full compliance of the *Deloitte Entities* with applicable U.S. and India laws, rules, and regulations; (b) to serve the public interest; and (c) to protect the legitimate interests of the *Deloitte Entities* or their respective *Attest Clients* under applicable U.S. or India laws, rules and regulations in a manner that is no greater than is reasonably necessary to protect such interests and without being unduly harsh and oppressive to me and my interests in future employment with an *Attest Client*. Further, I acknowledge and agree that because of, among other things, the importance of the *Deloitte Entities* remaining in compliance with applicable independence rules, such approval may be withheld by *Independence* in the event that my employment with an *Attest Client* would, in the view of Deloitte LLP, be inconsistent with applicable laws, rules and regulations or jeopardize the independence of a *Deloitte Entity* with respect to such *Attest Client*.

**15. Restrictions re: Personnel and Contractors.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or hiring or of any of its *Personnel* or contractors of the *Deloitte Entities*, or my participation in their hiring, admission or retention, would necessarily involve the unauthorized use or disclosure of *Confidential Information* or the proprietary relationships and goodwill of the *Deloitte Entities*. Accordingly, during my *Employment* and for one year thereafter, I will not, directly or indirectly, (a) solicit or attempt to solicit, or participate in the solicitation of or any attempt to solicit any *Personnel* to leave a *Deloitte Entity*, or to join any firm or business with which I may be or become affiliated; (b) participate in the hiring or admission of any *Personnel*; or (c) cause a contractor of a *Deloitte Entity* to cease providing services to, with, or on behalf of the *Deloitte Entity*.

**16. Post- Employment Restrictions re: Deloitte Property.** Upon termination of my *Employment*: (a) I will not use or disclose *Deloitte Property*, including, but not limited to, *Confidential Information* and *Works*, for any purpose; (b) I will not retain or take with me any *Deloitte Property*; (c) I will immediately deliver to a *Deloitte Entity* at any location that it designates, at my expense, within one business day after the termination of my *Employment* or on an alternate date designated by a *Deloitte*



*Entity*, any *Deloitte Property* that I may then or thereafter hold or control; and (d) I agree to allow a *Deloitte Entity* to inspect any of my personal or home computers, including smart phones, tablet computers, or any device, media or location capable of storing electronic data, to determine whether any *Deloitte Property* resides on such computers and to permit a *Deloitte Entity* to remove such *Deloitte Property*.

## **OTHER POST- EMPLOYMENT OBLIGATIONS**

**17. Transition of Work and Cooperation.** Upon termination of my *Employment* for any reason, I will cooperate with a *Deloitte Entity* in all matters relating to the completion of pending work and its orderly transfer. I will also cooperate fully with a *Deloitte Entity* in connection with any threat of or actual legal proceeding against a *Deloitte Entity* or any client, customer or licensor of a *Deloitte Entity* arising out of any matter with or of which I had contact or knowledge during my *Employment*.

**18. Notification of Post- Employment Obligations.** I agree that prior to accepting employment or affiliation with another firm or business I will advise such firm or business of my duties and obligations under this Employment Agreement. After my *Employment* ends, I agree that a *Deloitte Entity* shall be permitted to advise any firm or business with which I have accepted an offer of employment or affiliation concerning my duties and obligations under this Employment Agreement.

**19. Certification.** I agree that during or after my *Employment* I will, if requested, provide written certification in such form as the Employer may require that I have complied with my obligations hereunder, including, without limitation, those obligations set forth in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15 and 16 of this Agreement.

## **OUR ENFORCEMENT RIGHTS AND REMEDIES IN THE EVENT OF A BREACH**

**20. Equitable Relief and Attorney's Fees.** I acknowledge and agree that a breach of this Employment Agreement, including, but not limited to, a breach of my duties and obligations under the terms and conditions of Paragraphs 4, 5, 7, 8, 9, 10, 12, 14, 15 or 16 would cause irreparable harm to the *Deloitte Entities* and that, in addition to other remedies, the Employer on behalf of itself or another *Deloitte Entity* is entitled to a temporary restraining order, an injunction or other equitable relief to prevent any such breach. I also acknowledge that, to the extent permitted by law, a *Deloitte Entity* will be entitled to the payment of the *Deloitte Entities'* reasonable costs and attorney's fees incurred in enforcing this Employment Agreement. I also acknowledge that, to the extent permitted by law, the Employer may request that a court extend the one year period following the termination of my *Employment*, as provided in Paragraphs 12 and 15, to correspond with the period that I participated in activities prohibited by Paragraphs 12 and 15.

**21. Liquidated Damages: Client Fees.** I agree that in the event of a breach under Paragraph 12, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

**22. Liquidated Damages: Compensation.** I agree that the precise amount of damages flowing from a breach under Paragraph 15 would be impracticable or extremely difficult to ascertain in an actual amount. Therefore, I agree that in the event of a breach under Paragraph 15, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by or owed to any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

**23. Right of Inspection.** I agree to permit the Employer (or to use my best efforts to enable the Employer) to inspect my books and records (and the books and records of any entity which employs or is associated or affiliated with me), upon request and at reasonable times, to enable the Employer to confirm the calculations described above and to verify compliance with Paragraphs 12 and 15. The Employer shall keep confidential any proprietary information obtained, except as may be necessary or desirable to enable the Employer to enforce its rights under this Employment Agreement and except as may be required by any statute, court or administrative order to decree or government ruling or regulation.

**MISCELLANEOUS**

**24. Governing Law; Choice of Forum.** This Employment Agreement is deemed to have been executed in the Employer's office in **Hyderabad, Telangana, India** and will be construed and governed in accordance with the laws of the Republic of India without regard to its conflicts-of-law principles. You agree to submit to jurisdiction before any court of record in which the Employer's office to which you were assigned is located, or in which a breach of this Employment Agreement may occur, at the election of the Employer, and you waive any right to raise questions of personal jurisdiction or venue in any action the Employer may bring against you in any such court. You further agree to accept service of process/summons/legal notice from the Employer when that process/summons/legal notice is either sent to your last known address by certified mail or served by any other means permitted under the law of the jurisdiction in which the Employer may bring an action against you.

**25. Modifications.** My obligations hereunder may not be changed or modified, released, discharged, abandoned or terminated, in whole or in part, except by an instrument in writing signed by an *Authorized Signatory*.

**26. Severability.** Every provision of this Employment Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such term or provision will be enforced to the maximum extent permitted by law and, in any event, such illegality or invalidity shall not affect the validity of the remainder of the Employment Agreement.

**27. Blue-Penciling.** If any court determines that any provision of this Employment Agreement, or any part hereof, or the application of any such provision, or any part hereof, to any person or circumstance is unenforceable or void, such court shall have the power to modify such provision, or any part hereof, to the extent necessary to render it legal and enforceable while preserving its intent, or if such modification is not possible, by substituting therefore another provision that is legal and enforceable and that achieves the same objective.

**28. Waiver.** None of my obligations under this Employment Agreement shall be deemed to have been waived by the Employer except if the giving of such waiver is contained in a written notice given to me and no such waiver shall be deemed to be a waiver of any other or further obligation I have under this Employment Agreement.

**29. Entire Agreement.** This Employment Agreement, the Employer's employment application, the Terms and Conditions of Service issued pursuant to the offer of employment and any documentation employing me or transferring me to the Employer, contain the entire understanding between me and the Employer or any other *Deloitte Entity* with respect to the subject matter hereof and supersedes all prior representations, warranties, and agreements with respect to such subject matter, and no representations, warranties or other covenants exist with respect to such subject matter that are not contained or expressly referred to herein. Notwithstanding the foregoing, any written agreement between a *Deloitte Entity* and me with respect to the subject matter hereof that was signed by me prior to the effective date of this Employment Agreement shall remain valid and enforceable according to the terms of such agreement with respect to all acts and omissions occurring prior to the effective date of this Employment Agreement. In the event of a conflict between this Employment Agreement and the employment application or any other document purporting to set forth terms and conditions of my *Employment*, this Employment Agreement will control.

**30. Transfer and Assignment.** Unless as the Employer shall otherwise determine, the rights, obligations and benefits of the Employer under this Employment Agreement, including but not limited to those rights and benefits relating to my post-Employment obligations set forth in this Paragraph 30 and in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19 and 23 above, are transferred and assigned, in whole or in part (as the Employer shall determine) and without the need for my consent or the formality of documentation or prescribed processes, to (a) any *Deloitte Entity* in connection with my transfer to that *Deloitte Entity* or (b) any entity that acquires all or a part of the assets or business of the Employer. All provisions of this Employment Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, representatives, successors, and assigns of the Employer and me, and any *Deloitte Entity* to which I may be transferred during my *Employment*, provided, however, none of my duties or obligations under this Employment Agreement may be assigned or transferred by me to any other person or entity without the Employer's prior written approval of such assignment or transfer. Any purported assignments in violation of this Paragraph 30 shall be null and void.

**31. Headings.** The headings contained in this Employment Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Employment Agreement.

I have read the foregoing, understand it, and agree to comply with its terms.

**For Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
 6718FF75DA89400...

Pooja Madhani

**Talent**

**Authorized Signatory**

Effective as of , I accept all the terms and conditions of the Employer as stipulated in this Employment Agreement.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

**EXHIBIT A**

The definitions below apply to the italicized terms that appear in the Employment Agreement (including the exhibits):

**Attest Client** – attest client (or an affiliate of such client) of Deloitte & Touche LLP or a *Deloitte Entity*.

**Authorized Signatory** – a director, officer or other person who is authorized to sign on behalf of a *Deloitte Entity*.

**Confidential Information** – any information not generally known to the public, in any *Form*, that (1) relates to the operation of a *Deloitte Entity* or provides the *Deloitte Entities* with a competitive advantage, (2) consists of Personally Identifiable Information (*PII*) or other personal information about *Personnel*, client and other third party personnel, independent contractors, subcontractors, agents, vendors, suppliers or others which the Employer or another *Deloitte Entity* receives in the course of business, and (3) all other information entrusted to the Employer or another *Deloitte Entity* by clients and other third parties. *Confidential Information* includes, but is not limited to, *Intellectual Property*, supplier information, designs, business or marketing plans, forecasts and financial information, tax returns, tax identification numbers, agreements, client or prospective client lists, specific information about clients or prospective clients such as preferences for specific products and services, client or prospective client needs based on financial history and past purchases of services, client or prospective client development plans, specific rates charged to a client or offered to a prospective client and other business or client records. *Confidential Information* also includes, but is not limited to, debit or credit card information, employment applications, organization charts, performance ratings and other personnel records.

**Deloitte Entity** – the Employer, Deloitte LLP, and any corporation, company, partnership, limited liability company or other entity (a) that (i) is owned, directly or indirectly, in whole or in part, by Deloitte LLP (the “Deloitte U.S. Firms”), including but not limited to Deloitte LLP subsidiaries in India, the Deloitte Touche Tohmatsu verein, Deloitte Global Services Limited, Deloitte Global Services Holdings Limited, Deloitte Touche Tohmatsu Limited (“DTTL”) or any member firm of DTTL or affiliate thereof (collectively, the “DTTL Member Firms”) or (ii) controls, is controlled by or is under common control with any of the entities listed in clause (i); or (b) in which any *Personnel* participated on its behalf, or carried out any duties with respect to its affairs. For purposes of this Employment Agreement, the term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract, or otherwise.

**Deloitte Property** – *Confidential Information*, *Systems*, equipment, debit and credit cards issued in connection with my *Employment*, furniture, facilities and any and all other materials owned, licensed or leased by a *Deloitte Entity*, including, without limitation, computerized or electronic information and all copies thereof in any form or media, created by, furnished to, obtained by or prepared by me in the course of my employment in any capacity.

**Deloitte India (Offices of the US)** - The following companies shall be deemed to be the affiliates of each other and are collectively referred to as Deloitte India (Offices of the US): (i) Deloitte Consulting India Private Limited (ii) Deloitte Tax Services India Private Limited (iii) Deloitte Support Services India Private Limited (iv) Deloitte Financial Advisory Services India Private Limited and (v) Deloitte & Touche Assurance & Enterprise Risk Services India Private Limited.

**Electronic Communications** – all text, audio, video, images, information, data, files and attachments created, displayed, sent, received, posted, accessed or stored, whether deleted or not, by means of the *Systems*.

**Employment** – the nature of my relationship with the Employer or a *Deloitte Entity* pursuant to this Employment Agreement. Alternatively, and depending on context, *Employment* is the period of time during which this relationship persists.

**Form** - paper, computer disc, USB drive, website; any other tangible or electronic medium by which information may be stored or accessed; and human memory.

**Independence** – National Office (Independence) of Deloitte LLP.

**Intellectual Property** - works of authorship (including, without limitation, books, articles, data compilations, software and other copyrightable materials), materials, patents, inventions, designs, techniques, methodologies, processes, discoveries, know-how, ideas, trade secrets, moral rights, trademarks and other indicia of origin together with the goodwill therein, and all patent applications, copyright and trademark applications and registrations, and extensions and renewals thereof, throughout the world.

**Intellectual Property Rights** – all rights, title and interest in Intellectual Property.

**PCAOB** – the United States Public Company Accounting Oversight Board.

**Personal Creations** – *Intellectual Property* that meet all of the following criteria: (1) it is conceived, developed, and created by me on my own time without using *Deloitte Property* or *Personnel* (during work hours), facilities, *Confidential Information* or *Works* of a *Deloitte Entity*, (2) it is unrelated to the actual or reasonably anticipated business or research and development of a

*Deloitte Entity*, and (3) it does not result from any work performed by me and the *Personnel* (during work hours) for a *Deloitte Entity*.

**Personnel** – partners, principals, members, officers and employees of a *Deloitte Entity*.

**PII** – information (excluding business contact information such as an individual's name and one or more of the following: organization name, organizational title, organizational role, business address, business telephone number (including business cell phone number and business email address) relating to an identified or identifiable natural person. An identifiable natural person is a natural person who can be identified, directly or indirectly, by reference to an identification number or factors specific to his or her physical, physiological, mental, economic, cultural or social identity. Set forth below is a non-exclusive list of information that constitutes PII when such information relates to an identified or identifiable natural person:

- Account number (bank account, credit card, etc.)
- Address
- Biometric identifier
- Certificate or license number
- Date of birth
- Government identifiers (such as PAN)
- Name\*
- Personnel Number
- Photograph or video identifiable to an individual
- Vehicle identifier or serial number
- Other information related to an individual that may directly or indirectly identify that individual (e.g., salary, performance rating, purchase history, call history, etc.)

\* Note: When an individual's name is used with PII that is not business contact information, it is included in the definition of PII.

**Pre-existing Agreements or Arrangements** – agreements or arrangements that (1) relate to any *Pre-existing Creations*; or (2) may affect my ability to comply with the requirements of this Employment Agreement, including all contractual and other restrictions or obligations with other parties, including any post-employment restrictions and required notifications to the extent applicable under 18 United States Code §207, CFR 3.104-4, and India laws, rules and regulations that may or will impose limitations on my professional activities during my *Employment* (such as any non-compete agreements with prior employers and the one-year ban on lobbying contacts).

**Pre-existing Creations** – any *Intellectual Property* and *Intellectual Property Rights* that were developed or created by me, alone or with others, or otherwise acquired by me, before the period of my employment in any capacity with the Employer, in which I claim any ownership or right.

**Proceedings** – past or pending (1) actual or threatened claims or complaints of, or arising out of service to, present or former clients, (2) regulatory, self-regulatory, disciplinary, administrative, civil or criminal investigations, inquiries, charges, complaints, actions, sanctions, alternative dispute resolution proceedings, other proceedings or matters (other than criminal proceedings which relate solely to the operation of a motor vehicle) of any kind or nature, in India or any other jurisdiction, against me, including criminal proceedings arising out of my provision of professional services, proceedings brought by a professional association, or proceedings involving the Securities and Exchange Board of India, United States Securities and Exchange Commission or the PCAOB, other professional bodies like the Institute of Chartered Accountants of India or (3) matters of any kind or nature which could adversely affect my association with the Employer or my ability to perform my duties or responsibilities to the Employer, whether set forth in this Employment Agreement or otherwise, or my registration with or licensure by any governmental, quasi-governmental, or other regulatory agency, body or entity, in or outside the United States or India.

**Systems** – the communications systems or any part of such systems that a *Deloitte Entity* owns, licenses or operates and approves for use, including, but not limited to, e-mail, text messaging, Lotus Notes, Deloitte Online (eRoom), instant messaging, local area network, wide area network, Intranet (e.g., DeloitteNet, D Street), Internet, extranet, collaborative tools (e.g., blogs, wikis, etc.), laptop and desktop computers, servers, air cards, Personal Digital Assistants, cell phones, telephones and voicemail.

**Works** – all *Intellectual Property*, in any *Form*, created by me, alone or with others, during the period of my *Employment* that (1) is created within the scope of my *Employment*; (2) relates in any manner to the actual or anticipated business, research, or development of a *Deloitte Entity*; (3) results from any work assigned to or performed by me, alone or with others, for the Employer; or (4) is created with the use of *Deloitte Property*.

**EXHIBIT B****Pre-existing Creations; Pre-existing Agreements or Arrangements**

I understand and agree that the Employer makes no attempt to verify my claim of ownership to any of the *Pre-existing Creations* listed, and makes no admission that any *Pre-existing Creations* listed are owned by me.

[If yes, please enter details below]

Yes, I do have *Pre-existing Creations*, *Pre-existing Agreements or Arrangements*

No, I do not have *Pre-existing Creations*, *Pre-existing Agreements or Arrangements*

<b><u>Title</u></b>	<b><u>Date</u></b>	<b><u>Brief Description</u></b>
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\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Print)

ACCEPTED AND AGREED TO:

**Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
6718FF75DA89400...

Pooja Madnani

**Talent**

Its: *Authorized Signatory*

\_\_\_\_\_  
Date

An *Authorized Signatory's* signature is required only if *Pre-existing Creations* or *Pre-existing Agreements* or *Arrangements* are listed pursuant to Paragraphs 2 and 11 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment made in light of Paragraph 2 that *Pre-existing Creations*, if any, are described and explained in sufficient detail so that the likelihood of confusion between the employee's *Pre-existing Creations* and the *Intellectual Property* of a *Deloitte Entity* can be avoided or minimized in the future and further indicates that the *Pre-existing Agreements* or *Arrangements* have been obtained and reviewed and that the *Authorized Signatory* is satisfied that such *Pre-existing Agreements* or *Arrangements* will not interfere with the employee's ability to comply with the requirements of this Employment Agreement.

**EXHIBIT C**

**Proceedings**

[none, unless otherwise specified]

Yes, I do have *Proceedings* to report

No, I do not have *Proceedings* to report

My signature below certifies that to the best of my knowledge, the information I have provided above, pursuant to Paragraph 3, is complete and accurate.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

**EXHIBIT D**

**Exceptions to Post-Employment Restrictions: re: Clients**

[none, unless otherwise specified]

As specified in Paragraph 13, I agree that after a period of three (3) years from my start date or the date of my employment, as the case may be, the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on Exhibit D to support the application of the obligations of Paragraph 12 to those clients.

Yes, I do have  
Post-Employment Restrictions  
re: Clients

No, I do not have  
Post-Employment Restrictions  
re: Clients

<u>Name of Client</u>	<u>Specified Kind of Services(s) Permitted</u>
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ACCEPTED AND AGREED TO:

**Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
6718FF75DA89400...

Pooja Madnani

**Talent**

Its:     Authorized Signatory	<hr/>
	Date

I have read and understood the above policy terms.

<hr/>	<hr/>	<hr/>
Signature	Name	Date

A n *Authorized Signatory's* signature is required only if information is provided pursuant to Paragraph 13 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment that criteria in Paragraph 13 have been fully satisfied, the clients listed have been properly identified, and the kinds of services permitted have been described with sufficient specificity.



## Terms and Conditions of Service

In continuation to our offer of employment with **Deloitte Tax Services India Private Limited** (the "Employer"), please note the terms and conditions of service.

The italicized terms in these Terms and Conditions of Service are defined in **Exhibit A** of the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement hereto.

### Terms of Service

#### 1. COMPLIANCE WITH INDEPENDENCE, ETHICS AND OTHER REQUIREMENTS

Deloitte & Touche LLP performs attest services for certain of its clients and is subject to the independence requirements of, among others, the United States Securities and Exchange Commission (SEC), the United States Public Company Accounting Oversight Board (PCAOB), and the American Institute of Certified Public Accountants (AICPA). These requirements mandate that certain of the Employer's employees and their relatives be independent of some or all of such attest clients and their affiliates in accordance with the policies of Deloitte LLP and its subsidiaries (the "Deloitte US Entities").

Upon joining the Employer, you will be asked to review a listing of the attest clients and the affiliates of such clients of certain of the Deloitte US Entities and disclose relationships or financial holdings that you or your relatives may have that could affect the independence of the Deloitte US Entities. Any relationships or holdings that conflict with, among other things, the requirements of the SEC, the PCAOB or the AICPA or the independence or ethics policies of the Deloitte US Entities will need to be resolved immediately. Further, you will be required to comply with these policies throughout your career with the Employer, including, when applicable, maintaining a current list of certain of your financial interests (but not their value) in the independence tracking system.

As a condition to your joining the Employer and continued employment, you are required to complete a representation regarding your understanding of, and compliance with, independence and other matters, on a periodical basis (as requested beginning on or prior to the date of you joining the Employer, annually thereafter, and upon certain changes in your role in the Employer), the details of which are provided in the independence representation. An example copy of this representation form is available for your reference on [www.deloittenet.com](http://www.deloittenet.com). The representation should be made to the best of your knowledge and ability. It is your responsibility to consult on any matter should you be uncertain or have a question. You are also requested to refer to [www.deloittenet.com](http://www.deloittenet.com) and *Independence* for more information in this respect. The representations made by you will be subject to an audit and may be reviewed by Deloitte LLP representatives and shared with certain third parties. If you are selected for such an audit, you will need to submit certain personal financial records to Deloitte LLP's internal audit team. Please be assured that Deloitte LLP fully intends to keep all information obtained through the audit process confidential and secure. You hereby give your consent to Deloitte LLP to use the information provided by you for such purposes as provided in the policies regarding independence and ethics.

In the event you (i) do not cooperate or comply with the independence requirements, or (ii) do not complete the necessary representations, or (iii) make inaccurate representation(s); you may be subject to disciplinary action including and up to termination of employment with the Employer.

Please feel free to contact or consult *Independence* should you require any further information or if you have any specific concerns in this respect.

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#### 2. NON DISCLOSURE, NON SOLICIT AND INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AGREEMENT ("Employment Agreement")

You will be expected to sign the Employer's Employment Agreement. Please contact Talent for further details.

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#### 3. HARRASSMENT POLICY

**Administrative Policy Release ("APR") 213** is the Employer's policy prohibiting harassment. Deloitte LLP's subsidiaries located in India ("Deloitte India (Offices of the US)") are committed to providing a working environment that is free from harassment based on caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis, in accordance with applicable Indian central, state or local law. Expressly forbidden are unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Depending on the circumstances, such harassment may also include conduct such as stereotyped or demeaning remarks or gestures or the display or circulation, whether in writing or electronically, of materials or pictures offensive to persons because of their caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis in accordance with applicable Indian central, state or local law. The full policy will be accessible to you on DeloitteNet after joining Deloitte U.S. India.

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#### 4. WORKING HOURS, HOLIDAYS, LEAVES AND MATERNITY BENEFITS

You will be provided with your standard working hours, which may vary over the course of your career. The Employer may, from time to time, subject to applicable laws, require the employee to work beyond these hours.

You shall be entitled to paid holidays and leave as per the Employer's policies.

Women employees are eligible for maternity benefits as per the recent amendments (2017) in the maternity benefit act, 1961, including having 26 weeks of maternity leave with pay, as applicable.

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#### 5. RETIREMENT AGE

The age of retirement for employees of Deloitte India (Offices of the US) is 60 years. Your employment will therefore automatically terminate at the end of the month in which you attain 60 years.

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#### 6. TRANSFERS

You may be transferred, assigned, or asked to attend training at the offices of a Deloitte Entity or its clients or third parties in India or abroad with or without additional compensation. In such an event, you will also be governed by the terms and conditions of service applicable to the transfer, assignment, or training.

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#### 7. NOTICE PERIOD FOR TERMINATION OF SERVICES

The notice period for termination of your services is **60 Days** by either side and/or salary in lieu of notice period on part of the Employer only.

The Employer expects all employees to maintain the highest standards of professional conduct at all times.

In order to assure orderly operations and provide the best possible work environment, the Employer expects you to follow rules of conduct that will protect the interests and safety of all personnel, including but not limited to the Code of Ethics and Professional Conduct.

In the event of any breach of the Code of Ethics and Professional Conduct, non-performance of a contractual obligation or the terms and conditions laid down in this Annexure, or if you engage in any misconduct whether or not in connection with or affecting the business or affairs of the Employer or the work conduct, as specified by Employer, you will be subject to disciplinary action up to and including termination of your services/ employment with the Employer without any notice or payment in lieu of notice notwithstanding any other terms and conditions stipulated herein.

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#### 8. MISCONDUCT

Misconduct may include but is not limited to:

- Irregular attendance: repeated or excessive absence, tardiness or early departures/ late comings without approval.
- Unreported or unapproved absence (including overstay of leave) for more than five consecutive days or deviation from assigned and accepted schedule for more than five days.
- Falsification or manipulation in background verification process or employment records, employment information, or other records prior to or after joining the Employer.
- Falsification or manipulation of Deloitte Time & Expense (DTE).
- Knowingly providing false statements, either verbally or in written form.
- Neglect of normal duties and functions.
- Practices such as reading personal materials during working time, having obscene or inappropriate posters or screen savers at your work station, playing games at your work station, etc.
- Continued discharge of work functions that do not meet the standards reasonably expected.
- Breach of the confidentiality provision in the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement including disclosing to any unauthorized person any *Confidential Information* or *PII*.
- Willful insubordination or disobedience, whether or not in combination with another, of any lawful and reasonable instructions of any member of management or any authorised person.
- Engaging in unapproved outside employment and activities as defined in APR 218 (US & IND)

([https://deloittenet.deloitte.com/About/Policies/Admin/Pages/218\\_OutsideEmploymentActivities\\_US.aspx](https://deloittenet.deloitte.com/About/Policies/Admin/Pages/218_OutsideEmploymentActivities_US.aspx)).

- Installing, downloading, copying or duplicating any unauthorized or unlicensed software, programs, games, or attachments on any computer system of the Employer or of any *Deloitte Entity* or its clients.
- Engaging in any illegal activities.
- Workplace violence, including threats of physical violence.
- Corporate credit card delinquencies.
- Causing damage to the property of the Employer, any *Deloitte Entity*, its clients, or their respective personnel
- Going on or abetting a strike in contravention of any law.
- Theft of any property belonging to another, the Employer or any *Deloitte Entity*, or their respective personnel, clients, or visitors
- Possession of firearms, explosives, knives or any instruments that can be used as an injurious or deadly weapon in the workplace or at any *Deloitte Entity* sponsored event.
- Corruption, fraud, or misappropriation of funds.
- Failure to comply with the policies, guidelines, rules and regulations of the Employer or a *Deloitte Entity* as applicable.
- Excessive personal use of the Employer's telephone, fax or computer systems.
- Failure to adhere to applicable laws.
- Any act prejudicial to or in conflict with the interests of the Employer or a *Deloitte Entity*.

The above terms and conditions are based on, and should be read in conjunction with, the Employer's policies, guidelines, procedures and other rules currently applicable, including but not limited to Administrative Policy Releases (APRs) and Deloitte India (Offices of the US)'s other policies, guidelines, rules, and regulations. The above rules are subject to amendments from time to time and the amended rules, policies, procedures, and guidelines would be posted on the Employer's Intranet site i.e. <https://deloittenet.deloitte.com/Pages/Home.aspx> for employee reference. The policies will be updated from time to time in the future and we deem to have your consent to any and all such changes. Furthermore, upon acceptance of employment with the Employer, you may be requested to read and acknowledge acceptance of various policies and guidelines of the Employer. It is expected that you will read and acknowledge all such communications.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name



### Training Agreement

On behalf of **Deloitte Tax Services India Private Limited**, please accept our congratulations on your recent offer of employment to join the Company as **Tax Consultant I** pursuant to the terms and conditions of your offer letter dated **August 26, 2024**. You made a very favorable impression with everyone you met and we are excited about the possibility of you joining the Company.

As you may be aware, as a condition of employment with the Company, you may be required to travel Overseas to attend a series of training sessions for a period of up to 90 days. This training will be a combination of classroom procedural training as well as on-site training to observe employees conducting similar work at various client locations. This training represents the confidence we have in your ability to be a valuable member of the practice of the Company.

As per Company policy, we kindly bring to your attention that all employees attending training overseas are required to sign a Training Agreement which will obligate the employee to repay a calculated amount of the costs associated with the training, only if the employee resigns his/her position or are terminated for cause within a specified period after completion of the training (usually between 6 to 18 months). This repayment obligation disappears after the specified period of time has lapsed. We all look forward to seeing you again soon and having you join our team of outstanding professionals.

Sincerely,

For **Deloitte Tax Services India Private Limited**

DocuSigned by:

*Pooja Madhuni*

6718FF75DA89400...

By:

Signature

**Authorized Signatory**



**Deloitte Tax Services India Private Limited**  
**Deloitte Tower Survey No. 41 Gachibowli Village, Ranga**  
**Reddy District, CIRCLE 3, Hyderabad - 500032, Telangana,**  
**India**

**Tel: +91 040 67621000**  
**www.deloitte.com**

**Subject: Offer of Employment**

**Dear TAMEEM BURHAN:**

On behalf of **Deloitte Tax Services India Private Limited** (the "Employer" or "Company"), I am pleased to confirm our offer of employment to you as **Tax Consultant I** based in **Hyderabad**.

We extend this offer, and the opportunity it represents, with great confidence in your abilities. You have made a very favorable impression with everyone you met and we are excited with the prospect of you joining our organization on **JUNE 26, 2022**.

Your immediate manager will communicate details of your role and work responsibilities in the initial weeks of your joining the Employer. During your employment, the Company may require you to work on any project that you are assigned to, on any technical platforms/skills and nature of the project, in differentiated work timing, at designated work space and location as may be decided by the company.

As part of your annual compensation, you will receive a Total Salary of **Rs 382500** and, will be eligible for a performance linked variable bonus. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount could vary depending upon the business and individual performance each fiscal year and, in some situations, could exceed the payout range indicated. Any amounts paid will be subject to statutory and other deductions as per Employer policies and practices. The details of your compensation breakdown are provided in the attached Annexure A.

As an incentive to join the Company, you are eligible to receive a joining bonus of **Rs./₹ 100,000/-** subject to your reporting for full-time employment on **JUNE 26, 2022**. This amount will attract applicable taxes and will be processed as part of your first month's payroll. You will have an obligation to repay the entire amount of your joining bonus if you resign your position or are terminated for cause by the Company within **12 months** of your start date.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

Your employment with us will be governed by the Terms and Conditions as detailed in **Annexure B**, as well as any and all rules, regulations, guidelines, policies and practices of the Employer, which may be amended from time to time. Deloitte LLP and its U.S.-based subsidiaries (the "Deloitte U.S. Firms") requires their employees to make the necessary representations regarding independence and other matters. Because the Employer is an Indian subsidiary of Deloitte LLP, we must also comply with these independence requirements. Accordingly, this offer is conditional upon you agreeing to make such representations under the Employer's Independence Representations requirements, as further explained in **Annexure B**.

Your compensation details are confidential, and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization. We would like you to join the Employer on, or an alternative mutually agreed upon date.

This offer letter, together with the Annexures described herein, and the Non-Disclosure, Non Solicit and Intellectual Property Rights Assignment Agreement, the Information Security Policy (which you are required to sign upon joining), constitute the entire agreement between the parties with respect to the subject matter of this offer, and supersedes all other previous or contemporaneous oral or written representations, understandings or agreements relating to the subject matter of this offer between you and the Employer or its affiliates.

In compliance with applicable laws, Deloitte India (Offices of the US) provides its professionals with home pick-up and drop transport services within **pre-defined** boundary if their shift timings are between 8:30 p.m. - 6:00 a.m. in Hyderabad, 9:00 p.m. - 6:00 a.m. in Mumbai, Pune; 7:00 p.m. - 6:00 a.m. in Gurugram, 8:00 p.m. - 6:00 a.m. in Bengaluru, Chennai, and Kolkata.

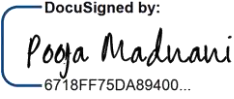
This letter and **Deloitte Tax Services India Private Limited** employment application are intended to be final. To accept the offer and the terms of this letter, please sign below in the space provided within three business days.

everyone you have interviewed with joins me in extending to you congratulations and warm regards. We look forward to you joining our team.

Sincerely,

**For Deloitte Tax Services India Private Limited**

Best regards,

By:   
Signature

**Authorized Signatory**

**Acceptance**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Annexure A****Tax Consultant I -**

<b>Description</b>	<b>Monthly</b> (Rs. per month)	<b>Annual</b> (Rs. per Annum)
Basic Pay	<b>17,500</b>	<b>210,000</b>
House Rent Allowance (HRA)	<b>8,750</b>	<b>105,000</b>
Special Allowance <sup>1a &amp; 1b</sup>	<b>11,867</b>	<b>142,404</b>
Leave Travel Allowance <sup>2</sup>	<b>1,750</b>	<b>21,000</b>
Differential Allowance	<b>5,833</b>	<b>69,996</b>
Meal Card <sup>3</sup>	<b>2,200</b>	<b>26,400</b>
Employer's contribution to PF	<b>2,100</b>	<b>25,200</b>
<b>Total Salary (in Rs.)</b>	<b>50,000</b>	<b>600,000</b>
Variable Bonus*	You are eligible for a performance linked variable bonus. It will be paid out at the end of the fiscal year, as applicable and on the basis of your individual performance and performance of the business	
Medical Insurance Premium <sup>4</sup>	<b>3,014</b>	<b>36,167</b>

\*The Variable Bonus will vary, primarily based on your individual performance and the performance of the business, during the Employer's fiscal year which is June through May. Your performance will be formally assessed as a part of the Employer Performance Review Cycle Process. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount will vary depending upon the business and individual performance and in some circumstances, could exceed the payout range indicated. The performance of all the employees who have joined the Employer prior to March 1st will be assessed for the fiscal year ending in May. The disbursement of a Variable Bonus, if applicable, is subject to you being active on the rolls of the Employer, during the Annual Incentive Program payout cycle for the fiscal year. For employees joining during the period March 1st to May 30th, a prorated Variable Bonus, if applicable, will be based on the first year-end review ratings in the subsequent year and paid during the Annual Incentive Program payout cycle of that year. The Variable Bonus will not be paid in the event of termination of employment for any reason on or before the disbursement time. The application and interpretation of, and any determinations related to, the Variable Bonus is at the sole discretion of Employer. Employer may amend or terminate the Variable Bonus at any time. All compensation and benefits are based on employee's position with the Employer in India.

Contd/-....

Annexure A

<sup>1</sup>All employees may claim tax exemption, subject to tax rules from time to time, from their Special Allowance component, expenses incurred towards communication and Driver / Fuel & Maintenance Expenses as per eligibility mentioned below:

**Employee Level -  
Tax Consultant I**

<sup>1a</sup>Communication Expenses

<sup>1b</sup>Fuel Expenses

*Only one Post paid mobile, one Land Phone  
and One internet connection bill(s) can be  
claimed.*

*Petrol / Driver / Insurance / Repairs &  
Maintenance*

**Rs./₹ 3,000/-** per month

**Rs./₹ 7,500/-** per month

<sup>1a</sup> The internet/telephone/mobile bills should be in the Employee's name.

<sup>1b</sup> For claiming vehicle running expenses (Driver / Fuel / Repairs & Maintenance expenses) the vehicle has to be in the name of the Employee and the current tax rules are as under. The above limits will be applicable for all those who are on company car lease program and the below limits will apply for all those who are on self-owned car. In case of company leased car, taxability would be as per the current perquisite valuation rules.

Nature of Expenses	Own Vehicle –Maximum Tax exemption limit per month		
	4 Wheelers (Engine Capacity)		
	<= 1600 cc	> 1600 cc	Two Wheelers
Fuel & Maintenance	Rs. 1,800	Rs. 2,400	Rs. 900
Driver's Salary	Rs. 900	Rs. 900	Not applicable

All employees at and above **Senior Staff** are eligible for the company car lease program. If you choose to avail of this benefit, the amount towards lease rental will be paid by the firm on your behalf to the leasing company and your compensation structure will be adjusted accordingly. A revised letter with the new compensation structure will be issued that will supersede this letter for all practical purposes.

<sup>2</sup> The Leave Travel Allowance (LTA) will be paid on a monthly basis as an allowance with tax deducted at source. If you choose to avail the tax benefit on LTA, you should submit proof of expenses incurred by you for Self and / your immediate dependents. The taxability or otherwise of LTA will be as per the Income Tax Act 1961, details of which will form part of the LTA Form.

<sup>3</sup> Meal Card amount will be credited at the start of each month and for the first month (For New Hires) prorated amount will be processed as part of payroll. If not collected, it will be processed as a taxable amount with the salary.

<sup>4</sup> Annual Floating Medical Insurance Coverage for self and **6 dependents** is being paid by the Employer on your behalf. The premium amount is subject to change every year post renewal of insurance policy. In case you opt for an enhancement of the coverage limit, the additional premium will be adjusted accordingly from the special allowance.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

You may also be eligible to either a One-time Stipend or a temporary lodging basis joining the registered office location, you will receive a survey from Deloitte prior to your joining.

You may select the best option for availing the relocation assistance. If an employee who has availed this reimbursement decides to quit within 18 months from the date of relocation claim for whatever reason, the relocation reimbursement paid to the employee will be recovered in full, from the employee's full and final settlement.

By joining the Company, you will become a member under the 'Deloitte USI Employees Welfare Trust' and may be required to make a nominal contribution as a member.

Original bills towards the above components should be submitted during the Income Tax fiscal period evidencing the expenditure to get Income Tax exemption, failing which the same will attract applicable Income Tax.

Submission of false, tampered or altered bills as proof of expense for any of the above components will result in disciplinary action including termination of employment.

**Your compensation above is subject to income tax deduction per rules and guidelines prescribed under the prevailing tax laws. This may change from time to time in line with the amendments done in tax laws.**





## Annexure B

### **Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement ("Employment Agreement")**

In consideration of my employment by **Deloitte Tax Services India Private Limited**, an Employer incorporated under the provisions of the Companies Act, 1956 and having its registered office **Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District, CIRCLE 3, Hyderabad - 500032, Telangana, India** (the "Employer") as **Tax Consultant I** - and other valuable consideration, I acknowledge and agree that:

#### **PRELIMINARY MATTERS**

**1. Defined Terms.** The italicized terms in this agreement (the "Employment Agreement") are defined in **Exhibit A** hereto.

**2. Pre-existing Agreements or Arrangements.** I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Agreements or Arrangements*. The Employer expects me to abide by all restrictions or obligations that are contained in such Pre-existing Agreements or Arrangements and to avoid involvement, while employed by the Employer, in any matter that could pose a conflict as a result of confidential information or intellectual property obtained by me prior to my *Employment*. I further represent that none of these restrictions or obligations, including those set forth in any non-compete agreements with prior employers, is inconsistent with my acceptance of the Employer's offer of *Employment* or my becoming, and serving as, **Tax Consultant I** of the Employer. To the extent applicable and if I am joining the Employer after having served as an employee or official of the United States Government, I further represent that: (1) I have disclosed my prior participation, if any, in any discussions or negotiations with, or decisions to award contracts to, the Deloitte U.S. Firms while I was employed by the United States Government; and (2) I had either recused myself or had not played an active role in the applicable United States Government agency's decision to award any contracts to the Deloitte U.S. Firms while I was employed by the United States Government.

#### **PROTECTION OF OUR BUSINESS**

**3. Reporting of Proceedings.** Except as provided by law and except as I have disclosed in writing on **Exhibit C** to this Agreement, I represent and warrant that I have no *Proceedings* to report. Should I become a subject of any *Proceedings* during my association with the Employer, I agree to immediately report, in writing, all relevant facts to the Chief Talent Officer of Deloitte LLP, the Regional Talent Director of the Employer, and the Chief Ethics and Compliance Officer of Deloitte LLP. I understand that my responses are subject to audit and review by the Employer and others in accordance with applicable professional, ethical, legal, or Employer requirements, rules, regulations, policies, or practices, or other requests.

**4. Confidentiality.** I acknowledge that, by virtue of my *Employment*, I will acquire and be exposed to, have access to, make use of and/or create *Confidential Information*. Therefore, I agree to hold in trust and confidence all such *Confidential Information*. I will neither disclose any such *Confidential Information* to anyone outside a *Deloitte Entity* without the prior written approval of an *Authorized Signatory*, except as required by my authorized duties for the Employer, nor use any such *Confidential Information* for any purpose other than for the benefit of a *Deloitte Entity*.

**5. Third Party Information and Property.** I agree that during my *Employment*, I shall not use or disclose any confidential information or intellectual property of any former employer or other person or entity without the prior written authorization of such employer, person or entity and the prior written consent of an *Authorized Signatory*. If I were to use or disclose any such Confidential Information or Intellectual Property without prior consent, and any of the *Deloitte Entities* become the subject of any claim from a third party regarding such unauthorized use or disclosure, I agree to hold harmless and indemnify the *Deloitte Entities* for any legal defense costs and/or damages related to any such claim.

**6. Authorization.** Only employees of the Employer holding a senior or managerial position with the Employer will be authorized by a specific authorization, delegation, or power of attorney to sign legal documents, representing the Employer. Similarly, only such authorized employees of the Employer may speak about the Employer, the business and plans, various client-related projects etc.

**7. Competing Activities and Conflict of Interest.** During the period of my *Employment* I will not, directly or indirectly, participate in or in any way render services or assistance to any business that is or may be competitive with a *Deloitte Entity*, whether or not for compensation, or engage in any conduct which might result in, or create the appearance of using my position for private gain or other than for the benefit of a *Deloitte Entity*, or otherwise create a conflict, or the appearance of a conflict, of interest with a *Deloitte Entity*. Such conduct shall include, but not be limited to, having an undisclosed financial interest in any vendor or supplier of a *Deloitte Entity*, accepting payments of any kind or gifts other than of a nominal value from vendors, clients or suppliers, or having an undisclosed relationship with a family member or other individual who is employed or

associated with any entity in active or potential competition with a *Deloitte Entity*, and which creates a conflict of interest. I represent and warrant that I am not currently aware of any present or past violation of this provision.

**8. Authorization to Access Systems and Electronic Communications and use of Deloitte Property.** I understand that while employed with a *Deloitte Entity*, I will use and have access to the Systems. I also acknowledge that a *Deloitte Entity* has the right at any time to access, retrieve, delete, monitor, examine, use and/or disclose my Electronic Communications and information from (or about) me and the content, without notice to me, and that such *Electronic Communications* are considered part of a *Deloitte Entity's* business and client records and are not to be considered private or personal to me or any other *Personnel*. I further acknowledge that this right extends to *Electronic Communications* transmitted for either a business or personal purpose.

I agree that I am authorized to access the *Systems* only for approved business purposes and occasional personal use if such use does not interfere with my work responsibilities and other required business activities, business operations, or *Systems* performance. However, I also acknowledge that such occasional personal use does not create an expectation of privacy as to any of my personal *Electronic Communications* and, as such, are *Deloitte Property*.

I further acknowledge that I am not authorized to use the *Systems* for personal gain or any illegal or unethical use. I agree that under no circumstances am I authorized to access any of the *Systems* for the purpose of obtaining *Deloitte Property* for a competitor of a *Deloitte Entity*, transmitting *Deloitte Property* to me (e.g., emailing *Confidential Information* to my personal email address) or to a third party for purposes other than furthering the business objectives of a *Deloitte Entity*. I am not authorized to download a *Deloitte Entity's Confidential Information* or other *Deloitte Property* to removable media such as a CD Rom, disk or thumb drive other than as authorized for furthering the business objectives of a *Deloitte Entity*.

I will be responsible for the safe keeping and return in good condition and order of all the *Deloitte Property* that may be in my use, custody, care or charge. For the loss of any *Deloitte Property* in my possession or custody or for which I have been assigned responsibility, the Employer will have a right to assess on its own basis and recover from me, the damages in respect of such materials (out of the amounts due to me or otherwise) and to take such other legal action as it deems appropriate including termination of my employment without notice or payment in lieu thereof in the event of my failure to account for such material or property to its satisfaction.

**9. Security.** I am provided with a worktable and lockable storage space. I will ensure they are locked when unattended and understand that a duplicate key will only be provided if I sign for it. I am required to display my identity card to the appropriate security personnel on demand and at all times within the office premises.

**10. Ownership of Works.**

a. I agree that the Employer owns all rights, title and interest in and to all *Works*.

b. I agree that all *Works* are deemed works made for hire under India copyright or applicable laws or equivalent laws of any applicable foreign jurisdiction, and all *Intellectual Property Rights* therein vest automatically in the Employer upon creation of the *Works*. I agree that, to the extent any *Work* is held not to be a work made for hire, I hereby irrevocably assign all *Intellectual Property Rights* in the *Work* to the Employer. Notwithstanding anything contained in Section 19(4) of the Indian Copyright Act, 1957, I agree that such assignment shall continue to be in force for perpetuity irrespective of whether or not the Employer exercises its rights as the assignee for any period of time.

c. I will at all times, even after termination of my *Employment*, do whatever the Employer reasonably requests of me, at the Employer's expense, to document the assignment of any *Works* to the Employer or to assist the Employer in pursuing, renewing, extending or assigning any *Intellectual Property Rights*, and otherwise perfecting, protecting and enforcing said *Intellectual Property Rights* in, any *Works*. I agree that, as between me and the Employer, the Employer shall be the sole author, inventor, and owner of all such *Works* and *Intellectual Property Rights* therein throughout the world, and that the Employer shall have the sole right to seek copyright registrations, patents or trademark registrations, including all extensions and renewals thereof. I also hereby agree that I waive all moral rights in any *Works*.

I also agree to assign all my right, title and interest in and to any particular *Works* to a third party as directed by the Employer.

In the event the Employer is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraphs, I hereby irrevocably designate and appoint the Employer and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and in my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraphs with the same legal force and effect as if executed by me. I hereby waive any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any *Works* assigned hereunder to the Employer.

d. During a 12 month period after termination of my *Employment*, I agree that any *Intellectual Property* I create or conceive that results from and is related to any work assigned to or performed by me for the Employer, or that was created using *Deloitte Property*, is a *Work* that is subject to Paragraph 10 (b) above. For purposes of clarification, the foregoing provision is in addition to, and not in limitation of, any rights and remedies the Employer may have under the applicable laws protecting *Intellectual*

*Property of the Deloitte Entities.*

e. I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Employer) of all *Works* developed by me during the period of my employment with the Employer, which records shall be available to and remain the sole property of the Employer at all times.

**11. Pre-existing Creations; Personal Creations.** My obligations in Paragraph 10 do not apply to *Pre-existing Creations* and *Personal Creations*. I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Creations*. I acknowledge and agree that I will not assert any ownership rights against the *Deloitte Entities*, or their respective clients, with respect to any *Pre-existing Creations* unless they appear on **Exhibit B**, and **Exhibit B** has been accepted and agreed to by an *Authorized Signatory* who has signed at the bottom of such **Exhibit B**. I further agree that I shall not use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment* without the prior written consent of an *Authorized Signatory*. To the extent that I use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment*, I agree that, except as otherwise provided in a written agreement executed by me and the Employer, I hereby grant to the Employer an irrevocable, royalty free, perpetual, fully paid up, transferable, sub-licensable license to use, reproduce, distribute, display, perform, modify and create derivative works of and otherwise exploit such *Pre-existing Creations* or *Personal Creations* for any purpose including, but not limited to, client engagements.

**12. Post- Employment Restrictions re: Clients.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or serving of certain clients related to my work for a *Deloitte Entity* would necessarily involve the unauthorized use or disclosure of *Confidential Information*, and the proprietary relationships and goodwill of the *Deloitte Entities*, and, in the case of my serving of certain clients, could compromise the full compliance of the Employer or another *Deloitte Entity* with the applicable laws, rules and regulations of a U.S. or India regulatory body or other independence-related requirement of a regulatory body. Accordingly, during the period of my *Employment* and for a period of one year thereafter, I will not, directly or indirectly, solicit or provide services to any existing client of a *Deloitte Entity* with which I had personal contact and provided services during the two-year period prior to termination of my *Employment*.

**13. Exceptions to Post- Employment Restrictions re: Clients.** I understand that the obligations of Paragraph 12 will not apply for a period of three (3) years after my start date or the date of my promotion or transfer to clients of a *Deloitte Entity* and/or certain specified kinds of services rendered to such clients that meet all of the following criteria: (a) are personal clients of mine who came to a *Deloitte Entity* solely to avail themselves of certain specified kinds of services rendered by me and only as a result of my own independent recruitment efforts, which a *Deloitte Entity* neither subsidized nor otherwise financially supported as part of a program of client development, (b) are listed on **Exhibit D** expressly by name with respect to client and with sufficient specificity with respect to the kinds of service(s) that I will be permitted to render, and (c) are accepted and agreed to as to their listing on **Exhibit D** by an *Authorized Signatory* who has signed at the bottom of such Exhibit. I agree that after a period of three (3) years from my start date or the date of my promotion or transfer the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on **Exhibit D** to support the application of the obligations of Paragraph 12 to those clients.

**14. Future Employment with Clients.** Except as otherwise provided herein, I understand that I am not prohibited from accepting employment with a client (or an affiliate of such client) of a *Deloitte Entity*. Before entering into substantive discussions with an *Attest Client* regarding any employment opportunity, I acknowledge and agree that during my *Employment* and for five years thereafter I must first notify *Independence* and obtain prior written approval from *Independence*. I acknowledge and understand that it is the intent of the Employer to interpret and apply this provision (a) in an effort to ensure the full compliance of the *Deloitte Entities* with applicable U.S. and India laws, rules, and regulations; (b) to serve the public interest; and (c) to protect the legitimate interests of the *Deloitte Entities* or their respective *Attest Clients* under applicable U.S. or India laws, rules and regulations in a manner that is no greater than is reasonably necessary to protect such interests and without being unduly harsh and oppressive to me and my interests in future employment with an *Attest Client*. Further, I acknowledge and agree that because of, among other things, the importance of the *Deloitte Entities* remaining in compliance with applicable independence rules, such approval may be withheld by *Independence* in the event that my employment with an *Attest Client* would, in the view of Deloitte LLP, be inconsistent with applicable laws, rules and regulations or jeopardize the independence of a *Deloitte Entity* with respect to such *Attest Client*.

**15. Restrictions re: Personnel and Contractors.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or hiring or of any of its *Personnel* or contractors of the *Deloitte Entities*, or my participation in their hiring, admission or retention, would necessarily involve the unauthorized use or disclosure of *Confidential Information* or the proprietary relationships and goodwill of the *Deloitte Entities*. Accordingly, during my *Employment* and for one year thereafter, I will not, directly or indirectly, (a) solicit or attempt to solicit, or participate in the solicitation of or any attempt to solicit any *Personnel* to leave a *Deloitte Entity*, or to join any firm or business with which I may be or become affiliated; (b) participate in the hiring or admission of any *Personnel*; or (c) cause a contractor of a *Deloitte Entity* to cease providing services to, with, or on behalf of the *Deloitte Entity*.

**16. Post- Employment Restrictions re: Deloitte Property.** Upon termination of my *Employment*: (a) I will not use or disclose *Deloitte Property*, including, but not limited to, *Confidential Information* and *Works*, for any purpose; (b) I will not retain or take with me any *Deloitte Property*; (c) I will immediately deliver to a *Deloitte Entity* at any location that it designates, at my expense, within one business day after the termination of my *Employment* or on an alternate date designated by a *Deloitte*

*Entity*, any *Deloitte Property* that I may then or thereafter hold or control; and (d) I agree to allow a *Deloitte Entity* to inspect any of my personal or home computers, including smart phones, tablet computers, or any device, media or location capable of storing electronic data, to determine whether any *Deloitte Property* resides on such computers and to permit a *Deloitte Entity* to remove such *Deloitte Property*.

## OTHER POST- EMPLOYMENT OBLIGATIONS

**17. Transition of Work and Cooperation.** Upon termination of my *Employment* for any reason, I will cooperate with a *Deloitte Entity* in all matters relating to the completion of pending work and its orderly transfer. I will also cooperate fully with a *Deloitte Entity* in connection with any threat of or actual legal proceeding against a *Deloitte Entity* or any client, customer or licensor of a *Deloitte Entity* arising out of any matter with or of which I had contact or knowledge during my *Employment*.

**18. Notification of Post- Employment Obligations.** I agree that prior to accepting employment or affiliation with another firm or business I will advise such firm or business of my duties and obligations under this Employment Agreement. After my *Employment* ends, I agree that a *Deloitte Entity* shall be permitted to advise any firm or business with which I have accepted an offer of employment or affiliation concerning my duties and obligations under this Employment Agreement.

**19. Certification.** I agree that during or after my *Employment* I will, if requested, provide written certification in such form as the Employer may require that I have complied with my obligations hereunder, including, without limitation, those obligations set forth in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15 and 16 of this Agreement.

## OUR ENFORCEMENT RIGHTS AND REMEDIES IN THE EVENT OF A BREACH

**20. Equitable Relief and Attorney's Fees.** I acknowledge and agree that a breach of this Employment Agreement, including, but not limited to, a breach of my duties and obligations under the terms and conditions of Paragraphs 4, 5, 7, 8, 9, 10, 12, 14, 15 or 16 would cause irreparable harm to the *Deloitte Entities* and that, in addition to other remedies, the Employer on behalf of itself or another *Deloitte Entity* is entitled to a temporary restraining order, an injunction or other equitable relief to prevent any such breach. I also acknowledge that, to the extent permitted by law, a *Deloitte Entity* will be entitled to the payment of the *Deloitte Entities'* reasonable costs and attorney's fees incurred in enforcing this Employment Agreement. I also acknowledge that, to the extent permitted by law, the Employer may request that a court extend the one year period following the termination of my *Employment*, as provided in Paragraphs 12 and 15, to correspond with the period that I participated in activities prohibited by Paragraphs 12 and 15.

**21. Liquidated Damages: Client Fees.** I agree that in the event of a breach under Paragraph 12, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

**22. Liquidated Damages: Compensation.** I agree that the precise amount of damages flowing from a breach under Paragraph 15 would be impracticable or extremely difficult to ascertain in an actual amount. Therefore, I agree that in the event of a breach under Paragraph 15, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by or owed to any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

**23. Right of Inspection.** I agree to permit the Employer (or to use my best efforts to enable the Employer) to inspect my books and records (and the books and records of any entity which employs or is associated or affiliated with me), upon request and at reasonable times, to enable the Employer to confirm the calculations described above and to verify compliance with Paragraphs 12 and 15. The Employer shall keep confidential any proprietary information obtained, except as may be necessary or desirable to enable the Employer to enforce its rights under this Employment Agreement and except as may be required by any statute, court or administrative order to decree or government ruling or regulation.

**MISCELLANEOUS**

**24. Governing Law; Choice of Forum.** This Employment Agreement is deemed to have been executed in the Employer's office in **Hyderabad, Telangana, India** and will be construed and governed in accordance with the laws of the Republic of India without regard to its conflicts-of-law principles. You agree to submit to jurisdiction before any court of record in which the Employer's office to which you were assigned is located, or in which a breach of this Employment Agreement may occur, at the election of the Employer, and you waive any right to raise questions of personal jurisdiction or venue in any action the Employer may bring against you in any such court. You further agree to accept service of process/summons/legal notice from the Employer when that process/summons/legal notice is either sent to your last known address by certified mail or served by any other means permitted under the law of the jurisdiction in which the Employer may bring an action against you.

**25. Modifications.** My obligations hereunder may not be changed or modified, released, discharged, abandoned or terminated, in whole or in part, except by an instrument in writing signed by an *Authorized Signatory*.

**26. Severability.** Every provision of this Employment Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such term or provision will be enforced to the maximum extent permitted by law and, in any event, such illegality or invalidity shall not affect the validity of the remainder of the Employment Agreement.

**27. Blue-Penciling.** If any court determines that any provision of this Employment Agreement, or any part hereof, or the application of any such provision, or any part hereof, to any person or circumstance is unenforceable or void, such court shall have the power to modify such provision, or any part hereof, to the extent necessary to render it legal and enforceable while preserving its intent, or if such modification is not possible, by substituting therefore another provision that is legal and enforceable and that achieves the same objective.

**28. Waiver.** None of my obligations under this Employment Agreement shall be deemed to have been waived by the Employer except if the giving of such waiver is contained in a written notice given to me and no such waiver shall be deemed to be a waiver of any other or further obligation I have under this Employment Agreement.


**29. Entire Agreement.** This Employment Agreement, the Employer's employment application, the Terms and Conditions of Service issued pursuant to the offer of employment and any documentation employing me or transferring me to the Employer, contain the entire understanding between me and the Employer or any other *Deloitte Entity* with respect to the subject matter hereof and supersedes all prior representations, warranties, and agreements with respect to such subject matter, and no representations, warranties or other covenants exist with respect to such subject matter that are not contained or expressly referred to herein. Notwithstanding the foregoing, any written agreement between a *Deloitte Entity* and me with respect to the subject matter hereof that was signed by me prior to the effective date of this Employment Agreement shall remain valid and enforceable according to the terms of such agreement with respect to all acts and omissions occurring prior to the effective date of this Employment Agreement. In the event of a conflict between this Employment Agreement and the employment application or any other document purporting to set forth terms and conditions of my *Employment*, this Employment Agreement will control.

**30. Transfer and Assignment.** Unless as the Employer shall otherwise determine, the rights, obligations and benefits of the Employer under this Employment Agreement, including but not limited to those rights and benefits relating to my post-Employment obligations set forth in this Paragraph 30 and in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19 and 23 above, are transferred and assigned, in whole or in part (as the Employer shall determine) and without the need for my consent or the formality of documentation or prescribed processes, to (a) any *Deloitte Entity* in connection with my transfer to that *Deloitte Entity* or (b) any entity that acquires all or a part of the assets or business of the Employer. All provisions of this Employment Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, representatives, successors, and assigns of the Employer and me, and any *Deloitte Entity* to which I may be transferred during my *Employment*, provided, however, none of my duties or obligations under this Employment Agreement may be assigned or transferred by me to any other person or entity without the Employer's prior written approval of such assignment or transfer. Any purported assignments in violation of this Paragraph 30 shall be null and void.

**31. Headings.** The headings contained in this Employment Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Employment Agreement.

I have read the foregoing, understand it, and agree to comply with its terms.

**For Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
 6718FF75DA89400...

Pooja Madhani

**Talent**

**Authorized Signatory**

Effective as of , I accept all the terms and conditions of the Employer as stipulated in this Employment Agreement.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

**EXHIBIT A**

The definitions below apply to the italicized terms that appear in the Employment Agreement (including the exhibits):

**Attest Client** – attest client (or an affiliate of such client) of Deloitte & Touche LLP or a *Deloitte Entity*.

**Authorized Signatory** – a director, officer or other person who is authorized to sign on behalf of a *Deloitte Entity*.

**Confidential Information** – any information not generally known to the public, in any *Form*, that (1) relates to the operation of a *Deloitte Entity* or provides the *Deloitte Entities* with a competitive advantage, (2) consists of Personally Identifiable Information (*PII*) or other personal information about *Personnel*, client and other third party personnel, independent contractors, subcontractors, agents, vendors, suppliers or others which the Employer or another *Deloitte Entity* receives in the course of business, and (3) all other information entrusted to the Employer or another *Deloitte Entity* by clients and other third parties. *Confidential Information* includes, but is not limited to, *Intellectual Property*, supplier information, designs, business or marketing plans, forecasts and financial information, tax returns, tax identification numbers, agreements, client or prospective client lists, specific information about clients or prospective clients such as preferences for specific products and services, client or prospective client needs based on financial history and past purchases of services, client or prospective client development plans, specific rates charged to a client or offered to a prospective client and other business or client records. *Confidential Information* also includes, but is not limited to, debit or credit card information, employment applications, organization charts, performance ratings and other personnel records.

**Deloitte Entity** – the Employer, Deloitte LLP, and any corporation, company, partnership, limited liability company or other entity (a) that (i) is owned, directly or indirectly, in whole or in part, by Deloitte LLP (the “Deloitte U.S. Firms”), including but not limited to Deloitte LLP subsidiaries in India, the Deloitte Touche Tohmatsu verein, Deloitte Global Services Limited, Deloitte Global Services Holdings Limited, Deloitte Touche Tohmatsu Limited (“DTTL”) or any member firm of DTTL or affiliate thereof (collectively, the “DTTL Member Firms”) or (ii) controls, is controlled by or is under common control with any of the entities listed in clause (i); or (b) in which any *Personnel* participated on its behalf, or carried out any duties with respect to its affairs. For purposes of this Employment Agreement, the term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract, or otherwise.

**Deloitte Property** – *Confidential Information*, *Systems*, equipment, debit and credit cards issued in connection with my *Employment*, furniture, facilities and any and all other materials owned, licensed or leased by a *Deloitte Entity*, including, without limitation, computerized or electronic information and all copies thereof in any form or media, created by, furnished to, obtained by or prepared by me in the course of my employment in any capacity.

**Deloitte India (Offices of the US)** – The following companies shall be deemed to be the affiliates of each other and are collectively referred to as Deloitte India (Offices of the US): (i) Deloitte Consulting India Private Limited (ii) Deloitte Tax Services India Private Limited (iii) Deloitte Support Services India Private Limited (iv) Deloitte Financial Advisory Services India Private Limited and (v) Deloitte & Touche Assurance & Enterprise Risk Services India Private Limited.

**Electronic Communications** – all text, audio, video, images, information, data, files and attachments created, displayed, sent, received, posted, accessed or stored, whether deleted or not, by means of the *Systems*.

**Employment** – the nature of my relationship with the Employer or a *Deloitte Entity* pursuant to this Employment Agreement. Alternatively, and depending on context, *Employment* is the period of time during which this relationship persists.

**Form** – paper, computer disc, USB drive, website; any other tangible or electronic medium by which information may be stored or accessed; and human memory.

**Independence** – National Office (Independence) of Deloitte LLP.

**Intellectual Property** – works of authorship (including, without limitation, books, articles, data compilations, software and other copyrightable materials), materials, patents, inventions, designs, techniques, methodologies, processes, discoveries, know-how, ideas, trade secrets, moral rights, trademarks and other indicia of origin together with the goodwill therein, and all patent applications, copyright and trademark applications and registrations, and extensions and renewals thereof, throughout the world.

**Intellectual Property Rights** – all rights, title and interest in Intellectual Property.

**PCAOB** – the United States Public Company Accounting Oversight Board.

**Personal Creations** – *Intellectual Property* that meet all of the following criteria: (1) it is conceived, developed, and created by me on my own time without using *Deloitte Property* or *Personnel* (during work hours), facilities, *Confidential Information* or *Works* of a *Deloitte Entity*, (2) it is unrelated to the actual or reasonably anticipated business or research and development of a

*Deloitte Entity*, and (3) it does not result from any work performed by me and the *Personnel* (during work hours) for a *Deloitte Entity*.

**Personnel** – partners, principals, members, officers and employees of a *Deloitte Entity*.

**PII** – information (excluding business contact information such as an individual's name and one or more of the following: organization name, organizational title, organizational role, business address, business telephone number (including business cell phone number and business email address) relating to an identified or identifiable natural person. An identifiable natural person is a natural person who can be identified, directly or indirectly, by reference to an identification number or factors specific to his or her physical, physiological, mental, economic, cultural or social identity. Set forth below is a non-exclusive list of information that constitutes PII when such information relates to an identified or identifiable natural person:

- Account number (bank account, credit card, etc.)
- Address
- Biometric identifier
- Certificate or license number
- Date of birth
- Government identifiers (such as PAN)
- Name\*
- Personnel Number
- Photograph or video identifiable to an individual
- Vehicle identifier or serial number
- Other information related to an individual that may directly or indirectly identify that individual (e.g., salary, performance rating, purchase history, call history, etc.)

\* Note: When an individual's name is used with PII that is not business contact information, it is included in the definition of PII.

**Pre-existing Agreements or Arrangements** – agreements or arrangements that (1) relate to any *Pre-existing Creations*; or (2) may affect my ability to comply with the requirements of this Employment Agreement, including all contractual and other restrictions or obligations with other parties, including any post-employment restrictions and required notifications to the extent applicable under 18 United States Code §207, CFR 3.104-4, and India laws, rules and regulations that may or will impose limitations on my professional activities during my *Employment* (such as any non-compete agreements with prior employers and the one-year ban on lobbying contacts).

**Pre-existing Creations** – any *Intellectual Property* and *Intellectual Property Rights* that were developed or created by me, alone or with others, or otherwise acquired by me, before the period of my employment in any capacity with the Employer, in which I claim any ownership or right.

**Proceedings** – past or pending (1) actual or threatened claims or complaints of, or arising out of service to, present or former clients, (2) regulatory, self-regulatory, disciplinary, administrative, civil or criminal investigations, inquiries, charges, complaints, actions, sanctions, alternative dispute resolution proceedings, other proceedings or matters (other than criminal proceedings which relate solely to the operation of a motor vehicle) of any kind or nature, in India or any other jurisdiction, against me, including criminal proceedings arising out of my provision of professional services, proceedings brought by a professional association, or proceedings involving the Securities and Exchange Board of India, United States Securities and Exchange Commission or the PCAOB, other professional bodies like the Institute of Chartered Accountants of India or (3) matters of any kind or nature which could adversely affect my association with the Employer or my ability to perform my duties or responsibilities to the Employer, whether set forth in this Employment Agreement or otherwise, or my registration with or licensure by any governmental, quasi-governmental, or other regulatory agency, body or entity, in or outside the United States or India.

**Systems** – the communications systems or any part of such systems that a *Deloitte Entity* owns, licenses or operates and approves for use, including, but not limited to, e-mail, text messaging, Lotus Notes, Deloitte Online (eRoom), instant messaging, local area network, wide area network, Intranet (e.g., DeloitteNet, D Street), Internet, extranet, collaborative tools (e.g., blogs, wikis, etc.), laptop and desktop computers, servers, air cards, Personal Digital Assistants, cell phones, telephones and voicemail.

**Works** – all *Intellectual Property*, in any *Form*, created by me, alone or with others, during the period of my *Employment* that (1) is created within the scope of my *Employment*; (2) relates in any manner to the actual or anticipated business, research, or development of a *Deloitte Entity*; (3) results from any work assigned to or performed by me, alone or with others, for the Employer; or (4) is created with the use of *Deloitte Property*.



**EXHIBIT B****Pre-existing Creations; Pre-existing Agreements or Arrangements**

I understand and agree that the Employer makes no attempt to verify my claim of ownership to any of the *Pre-existing Creations* listed, and makes no admission that any *Pre-existing Creations* listed are owned by me.

[If yes, please enter details below]

Yes, I do have *Pre-existing Creations*, *Pre-existing Agreements or Arrangements*

No, I do not have *Pre-existing Creations*, *Pre-existing Agreements or Arrangements*

<b><u>Title</u></b>	<b><u>Date</u></b>	<b><u>Brief Description</u></b>
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\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Print)

ACCEPTED AND AGREED TO:

**Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
6718FF75DA89400...

Pooja Madnani

**Talent**

*Its: Authorized Signatory*

\_\_\_\_\_  
Date

An *Authorized Signatory's* signature is required only if *Pre-existing Creations* or *Pre-existing Agreements* or *Arrangements* are listed pursuant to Paragraphs 2 and 11 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment made in light of Paragraph 2 that *Pre-existing Creations*, if any, are described and explained in sufficient detail so that the likelihood of confusion between the employee's *Pre-existing Creations* and the *Intellectual Property* of a *Deloitte Entity* can be avoided or minimized in the future and further indicates that the *Pre-existing Agreements* or *Arrangements* have been obtained and reviewed and that the *Authorized Signatory* is satisfied that such *Pre-existing Agreements* or *Arrangements* will not interfere with the employee's ability to comply with the requirements of this Employment Agreement.

**EXHIBIT C**

**Proceedings**

[none, unless otherwise specified]

Yes, I do have *Proceedings* to report

No, I do not have *Proceedings* to report

My signature below certifies that to the best of my knowledge, the information I have provided above, pursuant to Paragraph 3, is complete and accurate.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

**EXHIBIT D**

**Exceptions to Post-Employment Restrictions: re: Clients**

[none, unless otherwise specified]

As specified in Paragraph 13, I agree that after a period of three (3) years from my start date or the date of my employment, as the case may be, the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on Exhibit D to support the application of the obligations of Paragraph 12 to those clients.

Yes, I do have  
Post-Employment Restrictions  
re: Clients

No, I do not have  
Post-Employment Restrictions  
re: Clients

Name of Client

Specified Kind of Services(s) Permitted

ACCEPTED AND AGREED TO:

\_\_\_\_\_

**Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
6718FF75DA89400...

Pooja Madnani

**Talent**

Its: Authorized Signatory

\_\_\_\_\_  
Date

I have read and understood the above policy terms.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

A n *Authorized Signatory's* signature is required only if information is provided pursuant to Paragraph 13 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment that criteria in Paragraph 13 have been fully satisfied, the clients listed have been properly identified, and the kinds of services permitted have been described with sufficient specificity.

## Terms and Conditions of Service

In continuation to our offer of employment with **Deloitte Tax Services India Private Limited** (the "Employer"), please note the terms and conditions of service.

The italicized terms in these Terms and Conditions of Service are defined in **Exhibit A** of the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement hereto.

### Terms of Service

#### 1. COMPLIANCE WITH INDEPENDENCE, ETHICS AND OTHER REQUIREMENTS

Deloitte & Touche LLP performs attest services for certain of its clients and is subject to the independence requirements of, among others, the United States Securities and Exchange Commission (SEC), the United States Public Company Accounting Oversight Board (PCAOB), and the American Institute of Certified Public Accountants (AICPA). These requirements mandate that certain of the Employer's employees and their relatives be independent of some or all of such attest clients and their affiliates in accordance with the policies of Deloitte LLP and its subsidiaries (the "Deloitte US Entities").

Upon joining the Employer, you will be asked to review a listing of the attest clients and the affiliates of such clients of certain of the Deloitte US Entities and disclose relationships or financial holdings that you or your relatives may have that could affect the independence of the Deloitte US Entities. Any relationships or holdings that conflict with, among other things, the requirements of the SEC, the PCAOB or the AICPA or the independence or ethics policies of the Deloitte US Entities will need to be resolved immediately. Further, you will be required to comply with these policies throughout your career with the Employer, including, when applicable, maintaining a current list of certain of your financial interests (but not their value) in the independence tracking system.

As a condition to your joining the Employer and continued employment, you are required to complete a representation regarding your understanding of, and compliance with, independence and other matters, on a periodical basis (as requested beginning on or prior to the date of you joining the Employer, annually thereafter, and upon certain changes in your role in the Employer), the details of which are provided in the independence representation. An example copy of this representation form is available for your reference on [www.deloittenet.com](http://www.deloittenet.com). The representation should be made to the best of your knowledge and ability. It is your responsibility to consult on any matter should you be uncertain or have a question. You are also requested to refer to [www.deloittenet.com](http://www.deloittenet.com) and *Independence* for more information in this respect. The representations made by you will be subject to an audit and may be reviewed by Deloitte LLP representatives and shared with certain third parties. If you are selected for such an audit, you will need to submit certain personal financial records to Deloitte LLP's internal audit team. Please be assured that Deloitte LLP fully intends to keep all information obtained through the audit process confidential and secure. You hereby give your consent to Deloitte LLP to use the information provided by you for such purposes as provided in the policies regarding independence and ethics.

In the event you (i) do not cooperate or comply with the independence requirements, or (ii) do not complete the necessary representations, or (iii) make inaccurate representation(s); you may be subject to disciplinary action including and up to termination of employment with the Employer.

Please feel free to contact or consult *Independence* should you require any further information or if you have any specific concerns in this respect.

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#### 2. NON DISCLOSURE, NON SOLICIT AND INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AGREEMENT ("Employment Agreement")

You will be expected to sign the Employer's Employment Agreement. Please contact Talent for further details.

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#### 3. HARRASSMENT POLICY

**Administrative Policy Release ("APR") 213** is the Employer's policy prohibiting harassment. Deloitte LLP's subsidiaries located in India ("Deloitte India (Offices of the US)") are committed to providing a working environment that is free from harassment based on caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis, in accordance with applicable Indian central, state or local law. Expressly forbidden are unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Depending on the circumstances, such harassment may also include conduct such as stereotyped or demeaning remarks or gestures or the display or circulation, whether in writing or electronically, of materials or pictures offensive to persons because of their caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis in accordance with applicable Indian central, state or local law. The full policy will be accessible to you on DeloitteNet after joining Deloitte U.S. India.

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#### 4. WORKING HOURS, HOLIDAYS, LEAVES AND MATERNITY BENEFITS

You will be provided with your standard working hours, which may vary over the course of your career. The Employer may, from time to time, subject to applicable laws, require the employee to work beyond these hours.

You shall be entitled to paid holidays and leave as per the Employer's policies.

Women employees are eligible for maternity benefits as per the recent amendments (2017) in the maternity benefit act, 1961, including having 26 weeks of maternity leave with pay, as applicable.

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#### 5. RETIREMENT AGE

The age of retirement for employees of Deloitte India (Offices of the US) is 60 years. Your employment will therefore automatically terminate at the end of the month in which you attain 60 years.

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#### 6. TRANSFERS

You may be transferred, assigned, or asked to attend training at the offices of a Deloitte Entity or its clients or third parties in India or abroad with or without additional compensation. In such an event, you will also be governed by the terms and conditions of service applicable to the transfer, assignment, or training.

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#### 7. NOTICE PERIOD FOR TERMINATION OF SERVICES

The notice period for termination of your services is **60 Days** by either side and/or salary in lieu of notice period on part of the Employer only.

The Employer expects all employees to maintain the highest standards of professional conduct at all times.

In order to assure orderly operations and provide the best possible work environment, the Employer expects you to follow rules of conduct that will protect the interests and safety of all personnel, including but not limited to the Code of Ethics and Professional Conduct.

In the event of any breach of the Code of Ethics and Professional Conduct, non-performance of a contractual obligation or the terms and conditions laid down in this Annexure, or if you engage in any misconduct whether or not in connection with or affecting the business or affairs of the Employer or the work conduct, as specified by Employer, you will be subject to disciplinary action up to and including termination of your services/ employment with the Employer without any notice or payment in lieu of notice notwithstanding any other terms and conditions stipulated herein.

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#### 8. MISCONDUCT

Misconduct may include but is not limited to:

- Irregular attendance: repeated or excessive absence, tardiness or early departures/ late comings without approval.
- Unreported or unapproved absence (including overstay of leave) for more than five consecutive days or deviation from assigned and accepted schedule for more than five days.
- Falsification or manipulation in background verification process or employment records, employment information, or other records prior to or after joining the Employer.
- Falsification or manipulation of Deloitte Time & Expense (DTE).
- Knowingly providing false statements, either verbally or in written form.
- Neglect of normal duties and functions.
- Practices such as reading personal materials during working time, having obscene or inappropriate posters or screen savers at your work station, playing games at your work station, etc.
- Continued discharge of work functions that do not meet the standards reasonably expected.
- Breach of the confidentiality provision in the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement including disclosing to any unauthorized person any *Confidential Information* or *PII*.
- Willful insubordination or disobedience, whether or not in combination with another, of any lawful and reasonable instructions of any member of management or any authorised person.
- Engaging in unapproved outside employment and activities as defined in APR 218 (US & IND)

([https://deloitte.net/deloitte.com/About/Policies/Admin/Pages/218\\_OutsideEmploymentActivities\\_US.aspx](https://deloitte.net/deloitte.com/About/Policies/Admin/Pages/218_OutsideEmploymentActivities_US.aspx)).

- Installing, downloading, copying or duplicating any unauthorized or unlicensed software, programs, games, or attachments on any computer system of the Employer or of any *Deloitte Entity* or its clients.
- Engaging in any illegal activities.
- Workplace violence, including threats of physical violence.
- Corporate credit card delinquencies.
- Causing damage to the property of the Employer, any *Deloitte Entity*, its clients, or their respective personnel
- Going on or abetting a strike in contravention of any law.
- Theft of any property belonging to another, the Employer or any *Deloitte Entity*, or their respective personnel, clients, or visitors
- Possession of firearms, explosives, knives or any instruments that can be used as an injurious or deadly weapon in the workplace or at any *Deloitte Entity* sponsored event.
- Corruption, fraud, or misappropriation of funds.
- Failure to comply with the policies, guidelines, rules and regulations of the Employer or a *Deloitte Entity* as applicable.
- Excessive personal use of the Employer's telephone, fax or computer systems.
- Failure to adhere to applicable laws.
- Any act prejudicial to or in conflict with the interests of the Employer or a *Deloitte Entity*.

The above terms and conditions are based on, and should be read in conjunction with, the Employer's policies, guidelines, procedures and other rules currently applicable, including but not limited to Administrative Policy Releases (APRs) and Deloitte India (Offices of the US)'s other policies, guidelines, rules, and regulations. The above rules are subject to amendments from time to time and the amended rules, policies, procedures, and guidelines would be posted on the Employer's Intranet site i.e. <https://deloitte.net/deloitte.com/Pages/Home.aspx> for employee reference. The policies will be updated from time to time in the future and we deem to have your consent to any and all such changes. Furthermore, upon acceptance of employment with the Employer, you may be requested to read and acknowledge acceptance of various policies and guidelines of the Employer. It is expected that you will read and acknowledge all such communications.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name



### Training Agreement

On behalf of **Deloitte Tax Services India Private Limited**, please accept our congratulations on your recent offer of employment to join the Company as **Tax Consultant I** pursuant to the terms and conditions of your offer letter dated **August 26, 2024**. You made a very favorable impression with everyone you met and we are excited about the possibility of you joining the Company.

As you may be aware, as a condition of employment with the Company, you may be required to travel Overseas to attend a series of training sessions for a period of up to 90 days. This training will be a combination of classroom procedural training as well as on-site training to observe employees conducting similar work at various client locations. This training represents the confidence we have in your ability to be a valuable member of the practice of the Company.

As per Company policy, we kindly bring to your attention that all employees attending training overseas are required to sign a Training Agreement which will obligate the employee to repay a calculated amount of the costs associated with the training, only if the employee resigns his/her position or are terminated for cause within a specified period after completion of the training (usually between 6 to 18 months). This repayment obligation disappears after the specified period of time has lapsed. We all look forward to seeing you again soon and having you join our team of outstanding professionals.

Sincerely,

For **Deloitte Tax Services India Private Limited**

DocuSigned by:

*Pooja Madhani*

6718FF75DA89400...

By:

Signature

**Authorized Signatory**



**Deloitte Tax Services India Private Limited**  
**Deloitte Tower Survey No. 41 Gachibowli Village, Ranga**  
**Reddy District, CIRCLE 3, Hyderabad - 500032, Telangana,**  
**India**

**Tel: +91 040 67621000**  
**www.deloitte.com**

**Subject: Offer of Employment**

**Dear TEJAS D:**

On behalf of **Deloitte Tax Services India Private Limited** (the "Employer" or "Company"), I am pleased to confirm our offer of employment to you as **Tax Consultant I** based in **Hyderabad**.

We extend this offer, and the opportunity it represents, with great confidence in your abilities. You have made a very favorable impression with everyone you met and we are excited with the prospect of you joining our organization on **JUNE 26, 2022**.

Your immediate manager will communicate details of your role and work responsibilities in the initial weeks of your joining the Employer. During your employment, the Company may require you to work on any project that you are assigned to, on any technical platforms/skills and nature of the project, in differentiated work timing, at designated work space and location as may be decided by the company.

As part of your annual compensation, you will receive a Total Salary of **Rs 382500** and, will be eligible for a performance linked variable bonus. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount could vary depending upon the business and individual performance each fiscal year and, in some situations, could exceed the payout range indicated. Any amounts paid will be subject to statutory and other deductions as per Employer policies and practices. The details of your compensation breakdown are provided in the attached Annexure A.

As an incentive to join the Company, you are eligible to receive a joining bonus of **Rs./₹ 100,000/-** subject to your reporting for full-time employment on **JUNE 26, 2022**. This amount will attract applicable taxes and will be processed as part of your first month's payroll. You will have an obligation to repay the entire amount of your joining bonus if you resign your position or are terminated for cause by the Company within **12 months** of your start date.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

Your employment with us will be governed by the Terms and Conditions as detailed in **Annexure B**, as well as any and all rules, regulations, guidelines, policies and practices of the Employer, which may be amended from time to time. Deloitte LLP and its U.S.-based subsidiaries (the "Deloitte U.S. Firms") requires their employees to make the necessary representations regarding independence and other matters. Because the Employer is an Indian subsidiary of Deloitte LLP, we must also comply with these independence requirements. Accordingly, this offer is conditional upon you agreeing to make such representations under the Employer's Independence Representations requirements, as further explained in **Annexure B**.

Your compensation details are confidential, and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization. We would like you to join the Employer on, or an alternative mutually agreed upon date.

This offer letter, together with the Annexures described herein, and the Non-Disclosure, Non Solicit and Intellectual Property Rights Assignment Agreement, the Information Security Policy (which you are required to sign upon joining), constitute the entire agreement between the parties with respect to the subject matter of this offer, and supersedes all other previous or contemporaneous oral or written representations, understandings or agreements relating to the subject matter of this offer between you and the Employer or its affiliates.




In compliance with applicable laws, Deloitte India (Offices of the US) provides its professionals with home pick-up and drop transport services within **pre-defined** boundary if their shift timings are between 8:30 p.m. - 6:00 a.m. in Hyderabad, 9:00 p.m. - 6:00 a.m. in Mumbai, Pune; 7:00 p.m. – 6:00 a.m. in Gurugram, 8:00 p.m. - 6:00 a.m. in Bengaluru, Chennai, and Kolkata.

This letter and **Deloitte Tax Services India Private Limited** employment application are intended to be final. To accept the offer and the terms of this letter, please sign below in the space provided within three business days.

everyone you have interviewed with joins me in extending to you congratulations and warm regards. We look forward to you joining our team.

Sincerely,

**For Deloitte Tax Services India Private Limited**  
Best regards,

By:   
Signature

**Authorized Signatory**

**Acceptance**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Annexure A****Tax Consultant I -**

<b>Description</b>	<b>Monthly</b> (Rs. per month)	<b>Annual</b> (Rs. per Annum)
Basic Pay	<b>17,500</b>	<b>210,000</b>
House Rent Allowance (HRA)	<b>8,750</b>	<b>105,000</b>
Special Allowance <sup>1a &amp; 1b</sup>	<b>11,867</b>	<b>142,404</b>
Leave Travel Allowance <sup>2</sup>	<b>1,750</b>	<b>21,000</b>
Differential Allowance	<b>5,833</b>	<b>69,996</b>
Meal Card <sup>3</sup>	<b>2,200</b>	<b>26,400</b>
Employer's contribution to PF	<b>2,100</b>	<b>25,200</b>
<b>Total Salary (in Rs.)</b>	<b>50,000</b>	<b>600,000</b>
Variable Bonus*	You are eligible for a performance linked variable bonus. It will be paid out at the end of the fiscal year, as applicable and on the basis of your individual performance and performance of the business	
Medical Insurance Premium <sup>4</sup>	<b>3,014</b>	<b>36,167</b>

\*The Variable Bonus will vary, primarily based on your individual performance and the performance of the business, during the Employer's fiscal year which is June through May. Your performance will be formally assessed as a part of the Employer Performance Review Cycle Process. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount will vary depending upon the business and individual performance and in some circumstances, could exceed the payout range indicated. The performance of all the employees who have joined the Employer prior to March 1st will be assessed for the fiscal year ending in May. The disbursement of a Variable Bonus, if applicable, is subject to you being active on the rolls of the Employer, during the Annual Incentive Program payout cycle for the fiscal year. For employees joining during the period March 1st to May 30th, a prorated Variable Bonus, if applicable, will be based on the first year-end review ratings in the subsequent year and paid during the Annual Incentive Program payout cycle of that year. The Variable Bonus will not be paid in the event of termination of employment for any reason on or before the disbursement time. The application and interpretation of, and any determinations related to, the Variable Bonus is at the sole discretion of Employer. Employer may amend or terminate the Variable Bonus at any time. All compensation and benefits are based on employee's position with the Employer in India.

Contd/-....

Annexure A

<sup>1</sup>All employees may claim tax exemption, subject to tax rules from time to time, from their Special Allowance component, expenses incurred towards communication and Driver / Fuel & Maintenance Expenses as per eligibility mentioned below:

**Employee Level -  
Tax Consultant I**

<sup>1a</sup>Communication Expenses

<sup>1b</sup>Fuel Expenses

Only one Post paid mobile, one Land Phone  
and One internet connection bill(s) can be  
claimed.

Petrol / Driver / Insurance / Repairs &  
Maintenance

**Rs./₹ 3,000/-** per month

**Rs./₹ 7,500/-** per month

<sup>1a</sup> The internet/telephone/mobile bills should be in the Employee's name.

<sup>1b</sup> For claiming vehicle running expenses (Driver / Fuel / Repairs & Maintenance expenses) the vehicle has to be in the name of the Employee and the current tax rules are as under. The above limits will be applicable for all those who are on company car lease program and the below limits will apply for all those who are on self-owned car. In case of company leased car, taxability would be as per the current perquisite valuation rules.

Nature of Expenses	Own Vehicle –Maximum Tax exemption limit per month		
	4 Wheelers (Engine Capacity)		
	<= 1600 cc	> 1600 cc	Two Wheelers
Fuel & Maintenance	Rs. 1,800	Rs. 2,400	Rs. 900
Driver's Salary	Rs. 900	Rs. 900	Not applicable

All employees at and above **Senior Staff** are eligible for the company car lease program. If you choose to avail of this benefit, the amount towards lease rental will be paid by the firm on your behalf to the leasing company and your compensation structure will be adjusted accordingly. A revised letter with the new compensation structure will be issued that will supersede this letter for all practical purposes.

<sup>2</sup> The Leave Travel Allowance (LTA) will be paid on a monthly basis as an allowance with tax deducted at source. If you choose to avail the tax benefit on LTA, you should submit proof of expenses incurred by you for Self and / your immediate dependents. The taxability or otherwise of LTA will be as per the Income Tax Act 1961, details of which will form part of the LTA Form.

<sup>3</sup> Meal Card amount will be credited at the start of each month and for the first month (For New Hires) prorated amount will be processed as part of payroll. If not collected, it will be processed as a taxable amount with the salary.

<sup>4</sup> Annual Floating Medical Insurance Coverage for self and **6 dependents** is being paid by the Employer on your behalf. The premium amount is subject to change every year post renewal of insurance policy. In case you opt for an enhancement of the coverage limit, the additional premium will be adjusted accordingly from the special allowance.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

You may also be eligible to either a One-time Stipend or a temporary lodging basis joining the registered office location, you will receive a survey from Deloitte prior to your joining.

You may select the best option for availing the relocation assistance. If an employee who has availed this reimbursement decides to quit within 18 months from the date of relocation claim for whatever reason, the relocation reimbursement paid to the employee will be recovered in full, from the employee's full and final settlement.

By joining the Company, you will become a member under the 'Deloitte USI Employees Welfare Trust' and may be required to make a nominal contribution as a member.

Original bills towards the above components should be submitted during the Income Tax fiscal period evidencing the expenditure to get Income Tax exemption, failing which the same will attract applicable Income Tax.

Submission of false, tampered or altered bills as proof of expense for any of the above components will result in disciplinary action including termination of employment.

**Your compensation above is subject to income tax deduction per rules and guidelines prescribed under the prevailing tax laws. This may change from time to time in line with the amendments done in tax laws.**



## Annexure B

### **Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement ("Employment Agreement")**

In consideration of my employment by **Deloitte Tax Services India Private Limited**, an Employer incorporated under the provisions of the Companies Act, 1956 and having its registered office **Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District, CIRCLE 3, Hyderabad - 500032, Telangana, India** (the "Employer") as **Tax Consultant I** - and other valuable consideration, I acknowledge and agree that:

#### **PRELIMINARY MATTERS**

**1. Defined Terms.** The italicized terms in this agreement (the "Employment Agreement") are defined in **Exhibit A** hereto.

**2. Pre-existing Agreements or Arrangements.** I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Agreements or Arrangements*. The Employer expects me to abide by all restrictions or obligations that are contained in such Pre-existing Agreements or Arrangements and to avoid involvement, while employed by the Employer, in any matter that could pose a conflict as a result of confidential information or intellectual property obtained by me prior to my *Employment*. I further represent that none of these restrictions or obligations, including those set forth in any non-compete agreements with prior employers, is inconsistent with my acceptance of the Employer's offer of *Employment* or my becoming, and serving as, **Tax Consultant I** of the Employer. To the extent applicable and if I am joining the Employer after having served as an employee or official of the United States Government, I further represent that: (1) I have disclosed my prior participation, if any, in any discussions or negotiations with, or decisions to award contracts to, the Deloitte U.S. Firms while I was employed by the United States Government; and (2) I had either recused myself or had not played an active role in the applicable United States Government agency's decision to award any contracts to the Deloitte U.S. Firms while I was employed by the United States Government.

#### **PROTECTION OF OUR BUSINESS**

**3. Reporting of Proceedings.** Except as provided by law and except as I have disclosed in writing on **Exhibit C** to this Agreement, I represent and warrant that I have no *Proceedings* to report. Should I become a subject of any *Proceedings* during my association with the Employer, I agree to immediately report, in writing, all relevant facts to the Chief Talent Officer of Deloitte LLP, the Regional Talent Director of the Employer, and the Chief Ethics and Compliance Officer of Deloitte LLP. I understand that my responses are subject to audit and review by the Employer and others in accordance with applicable professional, ethical, legal, or Employer requirements, rules, regulations, policies, or practices, or other requests.

**4. Confidentiality.** I acknowledge that, by virtue of my *Employment*, I will acquire and be exposed to, have access to, make use of and/or create *Confidential Information*. Therefore, I agree to hold in trust and confidence all such *Confidential Information*. I will neither disclose any such *Confidential Information* to anyone outside a *Deloitte Entity* without the prior written approval of an *Authorized Signatory*, except as required by my authorized duties for the Employer, nor use any such *Confidential Information* for any purpose other than for the benefit of a *Deloitte Entity*.

**5. Third Party Information and Property.** I agree that during my *Employment*, I shall not use or disclose any confidential information or intellectual property of any former employer or other person or entity without the prior written authorization of such employer, person or entity and the prior written consent of an *Authorized Signatory*. If I were to use or disclose any such Confidential Information or Intellectual Property without prior consent, and any of the *Deloitte Entities* become the subject of any claim from a third party regarding such unauthorized use or disclosure, I agree to hold harmless and indemnify the *Deloitte Entities* for any legal defense costs and/or damages related to any such claim.

**6. Authorization.** Only employees of the Employer holding a senior or managerial position with the Employer will be authorized by a specific authorization, delegation, or power of attorney to sign legal documents, representing the Employer. Similarly, only such authorized employees of the Employer may speak about the Employer, the business and plans, various client-related projects etc.

**7. Competing Activities and Conflict of Interest.** During the period of my *Employment* I will not, directly or indirectly, participate in or in any way render services or assistance to any business that is or may be competitive with a *Deloitte Entity*, whether or not for compensation, or engage in any conduct which might result in, or create the appearance of using my position for private gain or other than for the benefit of a *Deloitte Entity*, or otherwise create a conflict, or the appearance of a conflict, of interest with a *Deloitte Entity*. Such conduct shall include, but not be limited to, having an undisclosed financial interest in any vendor or supplier of a *Deloitte Entity*, accepting payments of any kind or gifts other than of a nominal value from vendors, clients or suppliers, or having an undisclosed relationship with a family member or other individual who is employed or

associated with any entity in active or potential competition with a *Deloitte Entity*, and which creates a conflict of interest. I represent and warrant that I am not currently aware of any present or past violation of this provision.

**8. Authorization to Access Systems and Electronic Communications and use of Deloitte Property.** I understand that while employed with a *Deloitte Entity*, I will use and have access to the Systems. I also acknowledge that a *Deloitte Entity* has the right at any time to access, retrieve, delete, monitor, examine, use and/or disclose my Electronic Communications and information from (or about) me and the content, without notice to me, and that such *Electronic Communications* are considered part of a *Deloitte Entity's* business and client records and are not to be considered private or personal to me or any other *Personnel*. I further acknowledge that this right extends to *Electronic Communications* transmitted for either a business or personal purpose.

I agree that I am authorized to access the *Systems* only for approved business purposes and occasional personal use if such use does not interfere with my work responsibilities and other required business activities, business operations, or *Systems* performance. However, I also acknowledge that such occasional personal use does not create an expectation of privacy as to any of my personal *Electronic Communications* and, as such, are *Deloitte Property*.

I further acknowledge that I am not authorized to use the *Systems* for personal gain or any illegal or unethical use. I agree that under no circumstances am I authorized to access any of the *Systems* for the purpose of obtaining *Deloitte Property* for a competitor of a *Deloitte Entity*, transmitting *Deloitte Property* to me (e.g., emailing *Confidential Information* to my personal email address) or to a third party for purposes other than furthering the business objectives of a *Deloitte Entity*. I am not authorized to download a *Deloitte Entity's Confidential Information* or other *Deloitte Property* to removable media such as a CD Rom, disk or thumb drive other than as authorized for furthering the business objectives of a *Deloitte Entity*.

I will be responsible for the safe keeping and return in good condition and order of all the *Deloitte Property* that may be in my use, custody, care or charge. For the loss of any *Deloitte Property* in my possession or custody or for which I have been assigned responsibility, the Employer will have a right to assess on its own basis and recover from me, the damages in respect of such materials (out of the amounts due to me or otherwise) and to take such other legal action as it deems appropriate including termination of my employment without notice or payment in lieu thereof in the event of my failure to account for such material or property to its satisfaction.

**9. Security.** I am provided with a worktable and lockable storage space. I will ensure they are locked when unattended and understand that a duplicate key will only be provided if I sign for it. I am required to display my identity card to the appropriate security personnel on demand and at all times within the office premises.

**10. Ownership of Works.**

a. I agree that the Employer owns all rights, title and interest in and to all *Works*.

b. I agree that all *Works* are deemed works made for hire under India copyright or applicable laws or equivalent laws of any applicable foreign jurisdiction, and all *Intellectual Property Rights* therein vest automatically in the Employer upon creation of the *Works*. I agree that, to the extent any *Work* is held not to be a work made for hire, I hereby irrevocably assign all *Intellectual Property Rights* in the *Work* to the Employer. Notwithstanding anything contained in Section 19(4) of the Indian Copyright Act, 1957, I agree that such assignment shall continue to be in force for perpetuity irrespective of whether or not the Employer exercises its rights as the assignee for any period of time.

c. I will at all times, even after termination of my *Employment*, do whatever the Employer reasonably requests of me, at the Employer's expense, to document the assignment of any *Works* to the Employer or to assist the Employer in pursuing, renewing, extending or assigning any *Intellectual Property Rights*, and otherwise perfecting, protecting and enforcing said *Intellectual Property Rights* in, any *Works*. I agree that, as between me and the Employer, the Employer shall be the sole author, inventor, and owner of all such *Works* and *Intellectual Property Rights* therein throughout the world, and that the Employer shall have the sole right to seek copyright registrations, patents or trademark registrations, including all extensions and renewals thereof. I also hereby agree that I waive all moral rights in any *Works*.

I also agree to assign all my right, title and interest in and to any particular *Works* to a third party as directed by the Employer.

In the event the Employer is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraphs, I hereby irrevocably designate and appoint the Employer and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and in my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraphs with the same legal force and effect as if executed by me. I hereby waive any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any *Works* assigned hereunder to the Employer.

d. During a 12 month period after termination of my *Employment*, I agree that any *Intellectual Property* I create or conceive that results from and is related to any work assigned to or performed by me for the Employer, or that was created using *Deloitte Property*, is a *Work* that is subject to Paragraph 10 (b) above. For purposes of clarification, the foregoing provision is in addition to, and not in limitation of, any rights and remedies the Employer may have under the applicable laws protecting *Intellectual*

*Property of the Deloitte Entities.*

e. I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Employer) of all *Works* developed by me during the period of my employment with the Employer, which records shall be available to and remain the sole property of the Employer at all times.

**11. Pre-existing Creations; Personal Creations.** My obligations in Paragraph 10 do not apply to *Pre-existing Creations* and *Personal Creations*. I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Creations*. I acknowledge and agree that I will not assert any ownership rights against the *Deloitte Entities*, or their respective clients, with respect to any *Pre-existing Creations* unless they appear on **Exhibit B**, and **Exhibit B** has been accepted and agreed to by an *Authorized Signatory* who has signed at the bottom of such **Exhibit B**. I further agree that I shall not use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment* without the prior written consent of an *Authorized Signatory*. To the extent that I use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment*, I agree that, except as otherwise provided in a written agreement executed by me and the Employer, I hereby grant to the Employer an irrevocable, royalty free, perpetual, fully paid up, transferable, sub-licensable license to use, reproduce, distribute, display, perform, modify and create derivative works of and otherwise exploit such *Pre-existing Creations* or *Personal Creations* for any purpose including, but not limited to, client engagements.

**12. Post- Employment Restrictions re: Clients.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or serving of certain clients related to my work for a *Deloitte Entity* would necessarily involve the unauthorized use or disclosure of *Confidential Information*, and the proprietary relationships and goodwill of the *Deloitte Entities*, and, in the case of my serving of certain clients, could compromise the full compliance of the Employer or another *Deloitte Entity* with the applicable laws, rules and regulations of a U.S. or India regulatory body or other independence-related requirement of a regulatory body. Accordingly, during the period of my *Employment* and for a period of one year thereafter, I will not, directly or indirectly, solicit or provide services to any existing client of a *Deloitte Entity* with which I had personal contact and provided services during the two-year period prior to termination of my *Employment*.

**13. Exceptions to Post- Employment Restrictions re: Clients.** I understand that the obligations of Paragraph 12 will not apply for a period of three (3) years after my start date or the date of my promotion or transfer to clients of a *Deloitte Entity* and/or certain specified kinds of services rendered to such clients that meet all of the following criteria: (a) are personal clients of mine who came to a *Deloitte Entity* solely to avail themselves of certain specified kinds of services rendered by me and only as a result of my own independent recruitment efforts, which a *Deloitte Entity* neither subsidized nor otherwise financially supported as part of a program of client development, (b) are listed on **Exhibit D** expressly by name with respect to client and with sufficient specificity with respect to the kinds of service(s) that I will be permitted to render, and (c) are accepted and agreed to as to their listing on **Exhibit D** by an *Authorized Signatory* who has signed at the bottom of such Exhibit. I agree that after a period of three (3) years from my start date or the date of my promotion or transfer the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on **Exhibit D** to support the application of the obligations of Paragraph 12 to those clients.

**14. Future Employment with Clients.** Except as otherwise provided herein, I understand that I am not prohibited from accepting employment with a client (or an affiliate of such client) of a *Deloitte Entity*. Before entering into substantive discussions with an *Attest Client* regarding any employment opportunity, I acknowledge and agree that during my *Employment* and for five years thereafter I must first notify *Independence* and obtain prior written approval from *Independence*. I acknowledge and understand that it is the intent of the Employer to interpret and apply this provision (a) in an effort to ensure the full compliance of the *Deloitte Entities* with applicable U.S. and India laws, rules, and regulations; (b) to serve the public interest; and (c) to protect the legitimate interests of the *Deloitte Entities* or their respective *Attest Clients* under applicable U.S. or India laws, rules and regulations in a manner that is no greater than is reasonably necessary to protect such interests and without being unduly harsh and oppressive to me and my interests in future employment with an *Attest Client*. Further, I acknowledge and agree that because of, among other things, the importance of the *Deloitte Entities* remaining in compliance with applicable independence rules, such approval may be withheld by *Independence* in the event that my employment with an *Attest Client* would, in the view of Deloitte LLP, be inconsistent with applicable laws, rules and regulations or jeopardize the independence of a *Deloitte Entity* with respect to such *Attest Client*.

**15. Restrictions re: Personnel and Contractors.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or hiring or of any of its *Personnel* or contractors of the *Deloitte Entities*, or my participation in their hiring, admission or retention, would necessarily involve the unauthorized use or disclosure of *Confidential Information* or the proprietary relationships and goodwill of the *Deloitte Entities*. Accordingly, during my *Employment* and for one year thereafter, I will not, directly or indirectly, (a) solicit or attempt to solicit, or participate in the solicitation of or any attempt to solicit any *Personnel* to leave a *Deloitte Entity*, or to join any firm or business with which I may be or become affiliated; (b) participate in the hiring or admission of any *Personnel*; or (c) cause a contractor of a *Deloitte Entity* to cease providing services to, with, or on behalf of the *Deloitte Entity*.

**16. Post- Employment Restrictions re: Deloitte Property.** Upon termination of my *Employment*: (a) I will not use or disclose *Deloitte Property*, including, but not limited to, *Confidential Information* and *Works*, for any purpose; (b) I will not retain or take with me any *Deloitte Property*; (c) I will immediately deliver to a *Deloitte Entity* at any location that it designates, at my expense, within one business day after the termination of my *Employment* or on an alternate date designated by a *Deloitte*

*Entity*, any *Deloitte Property* that I may then or thereafter hold or control; and (d) I agree to allow a *Deloitte Entity* to inspect any of my personal or home computers, including smart phones, tablet computers, or any device, media or location capable of storing electronic data, to determine whether any *Deloitte Property* resides on such computers and to permit a *Deloitte Entity* to remove such *Deloitte Property*.

## OTHER POST- EMPLOYMENT OBLIGATIONS

**17. Transition of Work and Cooperation.** Upon termination of my *Employment* for any reason, I will cooperate with a *Deloitte Entity* in all matters relating to the completion of pending work and its orderly transfer. I will also cooperate fully with a *Deloitte Entity* in connection with any threat of or actual legal proceeding against a *Deloitte Entity* or any client, customer or licensor of a *Deloitte Entity* arising out of any matter with or of which I had contact or knowledge during my *Employment*.

**18. Notification of Post- Employment Obligations.** I agree that prior to accepting employment or affiliation with another firm or business I will advise such firm or business of my duties and obligations under this Employment Agreement. After my *Employment* ends, I agree that a *Deloitte Entity* shall be permitted to advise any firm or business with which I have accepted an offer of employment or affiliation concerning my duties and obligations under this Employment Agreement.

**19. Certification.** I agree that during or after my *Employment* I will, if requested, provide written certification in such form as the Employer may require that I have complied with my obligations hereunder, including, without limitation, those obligations set forth in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15 and 16 of this Agreement.

## OUR ENFORCEMENT RIGHTS AND REMEDIES IN THE EVENT OF A BREACH

**20. Equitable Relief and Attorney's Fees.** I acknowledge and agree that a breach of this Employment Agreement, including, but not limited to, a breach of my duties and obligations under the terms and conditions of Paragraphs 4, 5, 7, 8, 9, 10, 12, 14, 15 or 16 would cause irreparable harm to the *Deloitte Entities* and that, in addition to other remedies, the Employer on behalf of itself or another *Deloitte Entity* is entitled to a temporary restraining order, an injunction or other equitable relief to prevent any such breach. I also acknowledge that, to the extent permitted by law, a *Deloitte Entity* will be entitled to the payment of the *Deloitte Entities'* reasonable costs and attorney's fees incurred in enforcing this Employment Agreement. I also acknowledge that, to the extent permitted by law, the Employer may request that a court extend the one year period following the termination of my *Employment*, as provided in Paragraphs 12 and 15, to correspond with the period that I participated in activities prohibited by Paragraphs 12 and 15.

**21. Liquidated Damages: Client Fees.** I agree that in the event of a breach under Paragraph 12, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

**22. Liquidated Damages: Compensation.** I agree that the precise amount of damages flowing from a breach under Paragraph 15 would be impracticable or extremely difficult to ascertain in an actual amount. Therefore, I agree that in the event of a breach under Paragraph 15, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by or owed to any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

**23. Right of Inspection.** I agree to permit the Employer (or to use my best efforts to enable the Employer) to inspect my books and records (and the books and records of any entity which employs or is associated or affiliated with me), upon request and at reasonable times, to enable the Employer to confirm the calculations described above and to verify compliance with Paragraphs 12 and 15. The Employer shall keep confidential any proprietary information obtained, except as may be necessary or desirable to enable the Employer to enforce its rights under this Employment Agreement and except as may be required by any statute, court or administrative order to decree or government ruling or regulation.

**MISCELLANEOUS**

**24. Governing Law; Choice of Forum.** This Employment Agreement is deemed to have been executed in the Employer's office in **Hyderabad, Telangana, India** and will be construed and governed in accordance with the laws of the Republic of India without regard to its conflicts-of-law principles. You agree to submit to jurisdiction before any court of record in which the Employer's office to which you were assigned is located, or in which a breach of this Employment Agreement may occur, at the election of the Employer, and you waive any right to raise questions of personal jurisdiction or venue in any action the Employer may bring against you in any such court. You further agree to accept service of process/summons/legal notice from the Employer when that process/summons/legal notice is either sent to your last known address by certified mail or served by any other means permitted under the law of the jurisdiction in which the Employer may bring an action against you.

**25. Modifications.** My obligations hereunder may not be changed or modified, released, discharged, abandoned or terminated, in whole or in part, except by an instrument in writing signed by an *Authorized Signatory*.

**26. Severability.** Every provision of this Employment Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such term or provision will be enforced to the maximum extent permitted by law and, in any event, such illegality or invalidity shall not affect the validity of the remainder of the Employment Agreement.

**27. Blue-Penciling.** If any court determines that any provision of this Employment Agreement, or any part hereof, or the application of any such provision, or any part hereof, to any person or circumstance is unenforceable or void, such court shall have the power to modify such provision, or any part hereof, to the extent necessary to render it legal and enforceable while preserving its intent, or if such modification is not possible, by substituting therefore another provision that is legal and enforceable and that achieves the same objective.

**28. Waiver.** None of my obligations under this Employment Agreement shall be deemed to have been waived by the Employer except if the giving of such waiver is contained in a written notice given to me and no such waiver shall be deemed to be a waiver of any other or further obligation I have under this Employment Agreement.


**29. Entire Agreement.** This Employment Agreement, the Employer's employment application, the Terms and Conditions of Service issued pursuant to the offer of employment and any documentation employing me or transferring me to the Employer, contain the entire understanding between me and the Employer or any other *Deloitte Entity* with respect to the subject matter hereof and supersedes all prior representations, warranties, and agreements with respect to such subject matter, and no representations, warranties or other covenants exist with respect to such subject matter that are not contained or expressly referred to herein. Notwithstanding the foregoing, any written agreement between a *Deloitte Entity* and me with respect to the subject matter hereof that was signed by me prior to the effective date of this Employment Agreement shall remain valid and enforceable according to the terms of such agreement with respect to all acts and omissions occurring prior to the effective date of this Employment Agreement. In the event of a conflict between this Employment Agreement and the employment application or any other document purporting to set forth terms and conditions of my *Employment*, this Employment Agreement will control.

**30. Transfer and Assignment.** Unless as the Employer shall otherwise determine, the rights, obligations and benefits of the Employer under this Employment Agreement, including but not limited to those rights and benefits relating to my post-Employment obligations set forth in this Paragraph 30 and in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19 and 23 above, are transferred and assigned, in whole or in part (as the Employer shall determine) and without the need for my consent or the formality of documentation or prescribed processes, to (a) any *Deloitte Entity* in connection with my transfer to that *Deloitte Entity* or (b) any entity that acquires all or a part of the assets or business of the Employer. All provisions of this Employment Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, representatives, successors, and assigns of the Employer and me, and any *Deloitte Entity* to which I may be transferred during my *Employment*, provided, however, none of my duties or obligations under this Employment Agreement may be assigned or transferred by me to any other person or entity without the Employer's prior written approval of such assignment or transfer. Any purported assignments in violation of this Paragraph 30 shall be null and void.

**31. Headings.** The headings contained in this Employment Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Employment Agreement.

I have read the foregoing, understand it, and agree to comply with its terms.

**For Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
 6718FF75DA89400...

Pooja Madhani



**Talent**

**Authorized Signatory**

Effective as of , I accept all the terms and conditions of the Employer as stipulated in this Employment Agreement.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

**EXHIBIT A**

The definitions below apply to the italicized terms that appear in the Employment Agreement (including the exhibits):

**Attest Client** – attest client (or an affiliate of such client) of Deloitte & Touche LLP or a *Deloitte Entity*.

**Authorized Signatory** – a director, officer or other person who is authorized to sign on behalf of a *Deloitte Entity*.

**Confidential Information** – any information not generally known to the public, in any *Form*, that (1) relates to the operation of a *Deloitte Entity* or provides the *Deloitte Entities* with a competitive advantage, (2) consists of Personally Identifiable Information (*PII*) or other personal information about *Personnel*, client and other third party personnel, independent contractors, subcontractors, agents, vendors, suppliers or others which the Employer or another *Deloitte Entity* receives in the course of business, and (3) all other information entrusted to the Employer or another *Deloitte Entity* by clients and other third parties. *Confidential Information* includes, but is not limited to, *Intellectual Property*, supplier information, designs, business or marketing plans, forecasts and financial information, tax returns, tax identification numbers, agreements, client or prospective client lists, specific information about clients or prospective clients such as preferences for specific products and services, client or prospective client needs based on financial history and past purchases of services, client or prospective client development plans, specific rates charged to a client or offered to a prospective client and other business or client records. *Confidential Information* also includes, but is not limited to, debit or credit card information, employment applications, organization charts, performance ratings and other personnel records.

**Deloitte Entity** – the Employer, Deloitte LLP, and any corporation, company, partnership, limited liability company or other entity (a) that (i) is owned, directly or indirectly, in whole or in part, by Deloitte LLP (the “Deloitte U.S. Firms”), including but not limited to Deloitte LLP subsidiaries in India, the Deloitte Touche Tohmatsu verein, Deloitte Global Services Limited, Deloitte Global Services Holdings Limited, Deloitte Touche Tohmatsu Limited (“DTTL”) or any member firm of DTTL or affiliate thereof (collectively, the “DTTL Member Firms”) or (ii) controls, is controlled by or is under common control with any of the entities listed in clause (i); or (b) in which any *Personnel* participated on its behalf, or carried out any duties with respect to its affairs. For purposes of this Employment Agreement, the term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract, or otherwise.

**Deloitte Property** – *Confidential Information*, *Systems*, equipment, debit and credit cards issued in connection with my *Employment*, furniture, facilities and any and all other materials owned, licensed or leased by a *Deloitte Entity*, including, without limitation, computerized or electronic information and all copies thereof in any form or media, created by, furnished to, obtained by or prepared by me in the course of my employment in any capacity.

**Deloitte India (Offices of the US)** – The following companies shall be deemed to be the affiliates of each other and are collectively referred to as Deloitte India (Offices of the US): (i) Deloitte Consulting India Private Limited (ii) Deloitte Tax Services India Private Limited (iii) Deloitte Support Services India Private Limited (iv) Deloitte Financial Advisory Services India Private Limited and (v) Deloitte & Touche Assurance & Enterprise Risk Services India Private Limited.

**Electronic Communications** – all text, audio, video, images, information, data, files and attachments created, displayed, sent, received, posted, accessed or stored, whether deleted or not, by means of the *Systems*.

**Employment** – the nature of my relationship with the Employer or a *Deloitte Entity* pursuant to this Employment Agreement. Alternatively, and depending on context, *Employment* is the period of time during which this relationship persists.

**Form** – paper, computer disc, USB drive, website; any other tangible or electronic medium by which information may be stored or accessed; and human memory.

**Independence** – National Office (Independence) of Deloitte LLP.

**Intellectual Property** – works of authorship (including, without limitation, books, articles, data compilations, software and other copyrightable materials), materials, patents, inventions, designs, techniques, methodologies, processes, discoveries, know-how, ideas, trade secrets, moral rights, trademarks and other indicia of origin together with the goodwill therein, and all patent applications, copyright and trademark applications and registrations, and extensions and renewals thereof, throughout the world.

**Intellectual Property Rights** – all rights, title and interest in Intellectual Property.

**PCAOB** – the United States Public Company Accounting Oversight Board.

**Personal Creations** – *Intellectual Property* that meet all of the following criteria: (1) it is conceived, developed, and created by me on my own time without using *Deloitte Property* or *Personnel* (during work hours), facilities, *Confidential Information* or *Works* of a *Deloitte Entity*, (2) it is unrelated to the actual or reasonably anticipated business or research and development of a

*Deloitte Entity*, and (3) it does not result from any work performed by me and the *Personnel* (during work hours) for a *Deloitte Entity*.

**Personnel** – partners, principals, members, officers and employees of a *Deloitte Entity*.

**PII** – information (excluding business contact information such as an individual's name and one or more of the following: organization name, organizational title, organizational role, business address, business telephone number (including business cell phone number and business email address) relating to an identified or identifiable natural person. An identifiable natural person is a natural person who can be identified, directly or indirectly, by reference to an identification number or factors specific to his or her physical, physiological, mental, economic, cultural or social identity. Set forth below is a non-exclusive list of information that constitutes PII when such information relates to an identified or identifiable natural person:

- Account number (bank account, credit card, etc.)
- Address
- Biometric identifier
- Certificate or license number
- Date of birth
- Government identifiers (such as PAN)
- Name\*
- Personnel Number
- Photograph or video identifiable to an individual
- Vehicle identifier or serial number
- Other information related to an individual that may directly or indirectly identify that individual (e.g., salary, performance rating, purchase history, call history, etc.)

\* Note: When an individual's name is used with PII that is not business contact information, it is included in the definition of PII.

**Pre-existing Agreements or Arrangements** – agreements or arrangements that (1) relate to any *Pre-existing Creations*; or (2) may affect my ability to comply with the requirements of this Employment Agreement, including all contractual and other restrictions or obligations with other parties, including any post-employment restrictions and required notifications to the extent applicable under 18 United States Code §207, CFR 3.104-4, and India laws, rules and regulations that may or will impose limitations on my professional activities during my *Employment* (such as any non-compete agreements with prior employers and the one-year ban on lobbying contacts).

**Pre-existing Creations** – any *Intellectual Property* and *Intellectual Property Rights* that were developed or created by me, alone or with others, or otherwise acquired by me, before the period of my employment in any capacity with the Employer, in which I claim any ownership or right.

**Proceedings** – past or pending (1) actual or threatened claims or complaints of, or arising out of service to, present or former clients, (2) regulatory, self-regulatory, disciplinary, administrative, civil or criminal investigations, inquiries, charges, complaints, actions, sanctions, alternative dispute resolution proceedings, other proceedings or matters (other than criminal proceedings which relate solely to the operation of a motor vehicle) of any kind or nature, in India or any other jurisdiction, against me, including criminal proceedings arising out of my provision of professional services, proceedings brought by a professional association, or proceedings involving the Securities and Exchange Board of India, United States Securities and Exchange Commission or the PCAOB, other professional bodies like the Institute of Chartered Accountants of India or (3) matters of any kind or nature which could adversely affect my association with the Employer or my ability to perform my duties or responsibilities to the Employer, whether set forth in this Employment Agreement or otherwise, or my registration with or licensure by any governmental, quasi-governmental, or other regulatory agency, body or entity, in or outside the United States or India.

**Systems** – the communications systems or any part of such systems that a *Deloitte Entity* owns, licenses or operates and approves for use, including, but not limited to, e-mail, text messaging, Lotus Notes, Deloitte Online (eRoom), instant messaging, local area network, wide area network, Intranet (e.g., DeloitteNet, D Street), Internet, extranet, collaborative tools (e.g., blogs, wikis, etc.), laptop and desktop computers, servers, air cards, Personal Digital Assistants, cell phones, telephones and voicemail.

**Works** – all *Intellectual Property*, in any *Form*, created by me, alone or with others, during the period of my *Employment* that (1) is created within the scope of my *Employment*; (2) relates in any manner to the actual or anticipated business, research, or development of a *Deloitte Entity*; (3) results from any work assigned to or performed by me, alone or with others, for the Employer; or (4) is created with the use of *Deloitte Property*.

**EXHIBIT B****Pre-existing Creations; Pre-existing Agreements or Arrangements**

I understand and agree that the Employer makes no attempt to verify my claim of ownership to any of the *Pre-existing Creations* listed, and makes no admission that any *Pre-existing Creations* listed are owned by me.

[If yes, please enter details below]

Yes, I do have *Pre-existing Creations*, *Pre-existing Agreements or Arrangements*

No, I do not have *Pre-existing Creations*, *Pre-existing Agreements or Arrangements*

<b><u>Title</u></b>	<b><u>Date</u></b>	<b><u>Brief Description</u></b>
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\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Print)

ACCEPTED AND AGREED TO:

**Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
6718FF75DA89400...

Pooja Madnani

**Talent**

Its: *Authorized Signatory*

\_\_\_\_\_  
Date

An *Authorized Signatory's* signature is required only if *Pre-existing Creations* or *Pre-existing Agreements* or *Arrangements* are listed pursuant to Paragraphs 2 and 11 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment made in light of Paragraph 2 that *Pre-existing Creations*, if any, are described and explained in sufficient detail so that the likelihood of confusion between the employee's *Pre-existing Creations* and the *Intellectual Property* of a *Deloitte Entity* can be avoided or minimized in the future and further indicates that the *Pre-existing Agreements* or *Arrangements* have been obtained and reviewed and that the *Authorized Signatory* is satisfied that such *Pre-existing Agreements* or *Arrangements* will not interfere with the employee's ability to comply with the requirements of this Employment Agreement.

**EXHIBIT C**

**Proceedings**

[none, unless otherwise specified]

Yes, I do have *Proceedings* to report

No, I do not have *Proceedings* to report

My signature below certifies that to the best of my knowledge, the information I have provided above, pursuant to Paragraph 3, is complete and accurate.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

**EXHIBIT D**

**Exceptions to Post-Employment Restrictions: re: Clients**

[none, unless otherwise specified]

As specified in Paragraph 13, I agree that after a period of three (3) years from my start date or the date of my employment, as the case may be, the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on Exhibit D to support the application of the obligations of Paragraph 12 to those clients.

Yes, I do have  
Post-Employment Restrictions  
re: Clients

No, I do not have  
Post-Employment Restrictions  
re: Clients

Name of Client

Specified Kind of Services(s) Permitted

ACCEPTED AND AGREED TO:

\_\_\_\_\_

**Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
6718FF75DA89400...

Pooja Madnani

**Talent**

Its: Authorized Signatory

\_\_\_\_\_  
Date

I have read and understood the above policy terms.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

A n *Authorized Signatory's* signature is required only if information is provided pursuant to Paragraph 13 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment that criteria in Paragraph 13 have been fully satisfied, the clients listed have been properly identified, and the kinds of services permitted have been described with sufficient specificity.

## Terms and Conditions of Service

In continuation to our offer of employment with **Deloitte Tax Services India Private Limited** (the "Employer"), please note the terms and conditions of service.

The italicized terms in these Terms and Conditions of Service are defined in **Exhibit A** of the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement hereto.

### Terms of Service

#### 1. COMPLIANCE WITH INDEPENDENCE, ETHICS AND OTHER REQUIREMENTS

Deloitte & Touche LLP performs attest services for certain of its clients and is subject to the independence requirements of, among others, the United States Securities and Exchange Commission (SEC), the United States Public Company Accounting Oversight Board (PCAOB), and the American Institute of Certified Public Accountants (AICPA). These requirements mandate that certain of the Employer's employees and their relatives be independent of some or all of such attest clients and their affiliates in accordance with the policies of Deloitte LLP and its subsidiaries (the "Deloitte US Entities").

Upon joining the Employer, you will be asked to review a listing of the attest clients and the affiliates of such clients of certain of the Deloitte US Entities and disclose relationships or financial holdings that you or your relatives may have that could affect the independence of the Deloitte US Entities. Any relationships or holdings that conflict with, among other things, the requirements of the SEC, the PCAOB or the AICPA or the independence or ethics policies of the Deloitte US Entities will need to be resolved immediately. Further, you will be required to comply with these policies throughout your career with the Employer, including, when applicable, maintaining a current list of certain of your financial interests (but not their value) in the independence tracking system.

As a condition to your joining the Employer and continued employment, you are required to complete a representation regarding your understanding of, and compliance with, independence and other matters, on a periodical basis (as requested beginning on or prior to the date of you joining the Employer, annually thereafter, and upon certain changes in your role in the Employer), the details of which are provided in the independence representation. An example copy of this representation form is available for your reference on [www.deloittenet.com](http://www.deloittenet.com). The representation should be made to the best of your knowledge and ability. It is your responsibility to consult on any matter should you be uncertain or have a question. You are also requested to refer to [www.deloittenet.com](http://www.deloittenet.com) and *Independence* for more information in this respect. The representations made by you will be subject to an audit and may be reviewed by Deloitte LLP representatives and shared with certain third parties. If you are selected for such an audit, you will need to submit certain personal financial records to Deloitte LLP's internal audit team. Please be assured that Deloitte LLP fully intends to keep all information obtained through the audit process confidential and secure. You hereby give your consent to Deloitte LLP to use the information provided by you for such purposes as provided in the policies regarding independence and ethics.

In the event you (i) do not cooperate or comply with the independence requirements, or (ii) do not complete the necessary representations, or (iii) make inaccurate representation(s); you may be subject to disciplinary action including and up to termination of employment with the Employer.

Please feel free to contact or consult *Independence* should you require any further information or if you have any specific concerns in this respect.

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#### 2. NON DISCLOSURE, NON SOLICIT AND INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AGREEMENT ("Employment Agreement")

You will be expected to sign the Employer's Employment Agreement. Please contact Talent for further details.

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#### 3. HARRASSMENT POLICY

**Administrative Policy Release ("APR") 213** is the Employer's policy prohibiting harassment. Deloitte LLP's subsidiaries located in India ("Deloitte India (Offices of the US)") are committed to providing a working environment that is free from harassment based on caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis, in accordance with applicable Indian central, state or local law. Expressly forbidden are unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Depending on the circumstances, such harassment may also include conduct such as stereotyped or demeaning remarks or gestures or the display or circulation, whether in writing or electronically, of materials or pictures offensive to persons because of their caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis in accordance with applicable Indian central, state or local law. The full policy will be accessible to you on DeloitteNet after joining Deloitte U.S. India.

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#### 4. WORKING HOURS, HOLIDAYS, LEAVES AND MATERNITY BENEFITS

You will be provided with your standard working hours, which may vary over the course of your career. The Employer may, from time to time, subject to applicable laws, require the employee to work beyond these hours.

You shall be entitled to paid holidays and leave as per the Employer's policies.

Women employees are eligible for maternity benefits as per the recent amendments (2017) in the maternity benefit act, 1961, including having 26 weeks of maternity leave with pay, as applicable.

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#### 5. RETIREMENT AGE

The age of retirement for employees of Deloitte India (Offices of the US) is 60 years. Your employment will therefore automatically terminate at the end of the month in which you attain 60 years.

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#### 6. TRANSFERS

You may be transferred, assigned, or asked to attend training at the offices of a Deloitte Entity or its clients or third parties in India or abroad with or without additional compensation. In such an event, you will also be governed by the terms and conditions of service applicable to the transfer, assignment, or training.

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#### 7. NOTICE PERIOD FOR TERMINATION OF SERVICES

The notice period for termination of your services is **60 Days** by either side and/or salary in lieu of notice period on part of the Employer only.

The Employer expects all employees to maintain the highest standards of professional conduct at all times.

In order to assure orderly operations and provide the best possible work environment, the Employer expects you to follow rules of conduct that will protect the interests and safety of all personnel, including but not limited to the Code of Ethics and Professional Conduct.

In the event of any breach of the Code of Ethics and Professional Conduct, non-performance of a contractual obligation or the terms and conditions laid down in this Annexure, or if you engage in any misconduct whether or not in connection with or affecting the business or affairs of the Employer or the work conduct, as specified by Employer, you will be subject to disciplinary action up to and including termination of your services/ employment with the Employer without any notice or payment in lieu of notice notwithstanding any other terms and conditions stipulated herein.

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#### 8. MISCONDUCT

Misconduct may include but is not limited to:

- Irregular attendance: repeated or excessive absence, tardiness or early departures/ late comings without approval.
- Unreported or unapproved absence (including overstay of leave) for more than five consecutive days or deviation from assigned and accepted schedule for more than five days.
- Falsification or manipulation in background verification process or employment records, employment information, or other records prior to or after joining the Employer.
- Falsification or manipulation of Deloitte Time & Expense (DTE).
- Knowingly providing false statements, either verbally or in written form.
- Neglect of normal duties and functions.
- Practices such as reading personal materials during working time, having obscene or inappropriate posters or screen savers at your work station, playing games at your work station, etc.
- Continued discharge of work functions that do not meet the standards reasonably expected.
- Breach of the confidentiality provision in the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement including disclosing to any unauthorized person any *Confidential Information* or *PII*.
- Willful insubordination or disobedience, whether or not in combination with another, of any lawful and reasonable instructions of any member of management or any authorised person.
- Engaging in unapproved outside employment and activities as defined in APR 218 (US & IND)



([https://deloittenet.deloitte.com/About/Policies/Admin/Pages/218\\_OutsideEmploymentActivities\\_US.aspx](https://deloittenet.deloitte.com/About/Policies/Admin/Pages/218_OutsideEmploymentActivities_US.aspx)).

- Installing, downloading, copying or duplicating any unauthorized or unlicensed software, programs, games, or attachments on any computer system of the Employer or of any *Deloitte Entity* or its clients.
- Engaging in any illegal activities.
- Workplace violence, including threats of physical violence.
- Corporate credit card delinquencies.
- Causing damage to the property of the Employer, any *Deloitte Entity*, its clients, or their respective personnel
- Going on or abetting a strike in contravention of any law.
- Theft of any property belonging to another, the Employer or any *Deloitte Entity*, or their respective personnel, clients, or visitors
- Possession of firearms, explosives, knives or any instruments that can be used as an injurious or deadly weapon in the workplace or at any *Deloitte Entity* sponsored event.
- Corruption, fraud, or misappropriation of funds.
- Failure to comply with the policies, guidelines, rules and regulations of the Employer or a *Deloitte Entity* as applicable.
- Excessive personal use of the Employer's telephone, fax or computer systems.
- Failure to adhere to applicable laws.
- Any act prejudicial to or in conflict with the interests of the Employer or a *Deloitte Entity*.

The above terms and conditions are based on, and should be read in conjunction with, the Employer's policies, guidelines, procedures and other rules currently applicable, including but not limited to Administrative Policy Releases (APRs) and Deloitte India (Offices of the US)'s other policies, guidelines, rules, and regulations. The above rules are subject to amendments from time to time and the amended rules, policies, procedures, and guidelines would be posted on the Employer's Intranet site i.e. <https://deloittenet.deloitte.com/Pages/Home.aspx> for employee reference. The policies will be updated from time to time in the future and we deem to have your consent to any and all such changes. Furthermore, upon acceptance of employment with the Employer, you may be requested to read and acknowledge acceptance of various policies and guidelines of the Employer. It is expected that you will read and acknowledge all such communications.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name



### Training Agreement

On behalf of **Deloitte Tax Services India Private Limited**, please accept our congratulations on your recent offer of employment to join the Company as **Tax Consultant I** pursuant to the terms and conditions of your offer letter dated **August 26, 2024**. You made a very favorable impression with everyone you met and we are excited about the possibility of you joining the Company.

As you may be aware, as a condition of employment with the Company, you may be required to travel Overseas to attend a series of training sessions for a period of up to 90 days. This training will be a combination of classroom procedural training as well as on-site training to observe employees conducting similar work at various client locations. This training represents the confidence we have in your ability to be a valuable member of the practice of the Company.

As per Company policy, we kindly bring to your attention that all employees attending training overseas are required to sign a Training Agreement which will obligate the employee to repay a calculated amount of the costs associated with the training, only if the employee resigns his/her position or are terminated for cause within a specified period after completion of the training (usually between 6 to 18 months). This repayment obligation disappears after the specified period of time has lapsed. We all look forward to seeing you again soon and having you join our team of outstanding professionals.

Sincerely,

For **Deloitte Tax Services India Private Limited**

DocuSigned by:

*Pooja Madhani*

6718FF75DA89400...

By:

Signature

**Authorized Signatory**

**Deloitte Tax Services India Private Limited****Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District, CIRCLE 3, Hyderabad - 500032, Telangana, India****Tel: +91 040 67621000**  
**www.deloitte.com****Subject: Offer of Employment****Dear J TEJASWINI**

On behalf of **Deloitte Tax Services India Private Limited** (the "Employer" or "Company"), I am pleased to confirm our offer of employment to you as **Tax Consultant I** based in **Hyderabad**.

We extend this offer, and the opportunity it represents, with great confidence in your abilities. You have made a very favorable impression with everyone you met and we are excited with the prospect of you joining our organization on **OCT 12, 2022**.

Your immediate manager will communicate details of your role and work responsibilities in the initial weeks of your joining the Employer. During your employment, the Company may require you to work on any project that you are assigned to, on any technical platforms/skills and nature of the project, in differentiated work timing, at designated work space and location as may be decided by the company.

As part of your annual compensation, you will receive a Total Salary of **382500** and, will be eligible for a performance linked variable bonus. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount could vary depending upon the business and individual performance each fiscal year and, in some situations, could exceed the payout range indicated. Any amounts paid will be subject to statutory and other deductions as per Employer policies and practices. The details of your compensation breakdown are provided in the attached Annexure A.

As an incentive to join the Company, you are eligible to receive a joining bonus of **Rs./₹ 100,000/-** subject to your reporting for full-time employment on **OCT 12, 2022**.

. This amount will attract applicable taxes and will be processed as part of your first month's payroll. You will have an obligation to repay the entire amount of your joining bonus if you resign your position or are terminated for cause by the Company within **12 months** of your start date.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

Your employment with us will be governed by the Terms and Conditions as detailed in **Annexure B**, as well as any and all rules, regulations, guidelines, policies and practices of the Employer, which may be amended from time to time. Deloitte LLP and its U.S.-based subsidiaries (the "Deloitte U.S. Firms") requires their employees to make the necessary representations regarding independence and other matters. Because the Employer is an Indian subsidiary of Deloitte LLP, we must also comply with these independence requirements. Accordingly, this offer is conditional upon you agreeing to make such representations under the Employer's Independence Representations requirements, as further explained in **Annexure B**.

Your compensation details are confidential, and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization. We would like you to join the Employer on, or an alternative mutually agreed upon date.

This offer letter, together with the Annexures described herein, and the Non-Disclosure, Non Solicit and Intellectual Property Rights Assignment Agreement, the Information Security Policy (which you are required to sign upon joining), constitute the entire agreement between the parties with respect to the subject matter of this offer, and supersedes all other previous or contemporaneous oral or written representations, understandings or agreements relating to the subject matter of this offer between you and the Employer or its affiliates.

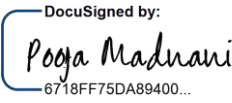
In compliance with applicable laws, Deloitte India (Offices of the US) provides its professionals with home pick-up and drop transport services within **pre-defined** boundary if their shift timings are between 8:30 p.m. - 6:00 a.m. in Hyderabad, 9:00 p.m. - 6:00 a.m. in Mumbai, Pune; 7:00 p.m. – 6:00 a.m. in Gurugram, 8:00 p.m. - 6:00 a.m. in Bengaluru, Chennai, and Kolkata.

This letter and **Deloitte Tax Services India Private Limited** employment application are intended to be final. To accept the offer and the terms of this letter, please sign below in the space provided within three business days.

everyone you have interviewed with joins me in extending to you congratulations and warm regards. We look forward to you joining our team.

Sincerely,

**For Deloitte Tax Services India Private Limited**  
Best regards,

By:   
Signature

**Authorized Signatory**

**Acceptance**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Annexure A****Tax Consultant I -**

<b>Description</b>	<b>Monthly</b> (Rs. per month)	<b>Annual</b> (Rs. per Annum)
Basic Pay	<b>17,500</b>	<b>210,000</b>
House Rent Allowance (HRA)	<b>8,750</b>	<b>105,000</b>
Special Allowance <sup>1a &amp; 1b</sup>	<b>11,867</b>	<b>142,404</b>
Leave Travel Allowance <sup>2</sup>	<b>1,750</b>	<b>21,000</b>
Differential Allowance	<b>5,833</b>	<b>69,996</b>
Meal Card <sup>3</sup>	<b>2,200</b>	<b>26,400</b>
Employer's contribution to PF	<b>2,100</b>	<b>25,200</b>
<b>Total Salary (in Rs.)</b>	<b>50,000</b>	<b>600,000</b>
Variable Bonus*	You are eligible for a performance linked variable bonus. It will be paid out at the end of the fiscal year, as applicable and on the basis of your individual performance and performance of the business	
Medical Insurance Premium <sup>4</sup>	<b>3,014</b>	<b>36,167</b>

\*The Variable Bonus will vary, primarily based on your individual performance and the performance of the business, during the Employer's fiscal year which is June through May. Your performance will be formally assessed as a part of the Employer Performance Review Cycle Process. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount will vary depending upon the business and individual performance and in some circumstances, could exceed the payout range indicated. The performance of all the employees who have joined the Employer prior to March 1st will be assessed for the fiscal year ending in May. The disbursement of a Variable Bonus, if applicable, is subject to you being active on the rolls of the Employer, during the Annual Incentive Program payout cycle for the fiscal year. For employees joining during the period March 1st to May 30th, a prorated Variable Bonus, if applicable, will be based on the first year-end review ratings in the subsequent year and paid during the Annual Incentive Program payout cycle of that year. The Variable Bonus will not be paid in the event of termination of employment for any reason on or before the disbursement time. The application and interpretation of, and any determinations related to, the Variable Bonus is at the sole discretion of Employer. Employer may amend or terminate the Variable Bonus at any time. All compensation and benefits are based on employee's position with the Employer in India.

Contd/-....

Annexure A

<sup>1</sup>All employees may claim tax exemption, subject to tax rules from time to time, from their Special Allowance component, expenses incurred towards communication and Driver / Fuel & Maintenance Expenses as per eligibility mentioned below:

**Employee Level -  
Tax Consultant I**

<sup>1a</sup>Communication Expenses

<sup>1b</sup>Fuel Expenses

Only one Post paid mobile, one Land Phone  
and One internet connection bill(s) can be  
claimed.

Petrol / Driver / Insurance / Repairs &  
Maintenance

**Rs./₹ 3,000/-** per month

**Rs./₹ 7,500/-** per month

<sup>1a</sup> The internet/telephone/mobile bills should be in the Employee's name.

<sup>1b</sup> For claiming vehicle running expenses (Driver / Fuel / Repairs & Maintenance expenses) the vehicle has to be in the name of the Employee and the current tax rules are as under. The above limits will be applicable for all those who are on company car lease program and the below limits will apply for all those who are on self-owned car. In case of company leased car, taxability would be as per the current perquisite valuation rules.

Nature of Expenses	Own Vehicle –Maximum Tax exemption limit per month		
	4 Wheelers (Engine Capacity)		
	<= 1600 cc	> 1600 cc	Two Wheelers
Fuel & Maintenance	Rs. 1,800	Rs. 2,400	Rs. 900
Driver's Salary	Rs. 900	Rs. 900	Not applicable

All employees at and above **Senior Staff** are eligible for the company car lease program. If you choose to avail of this benefit, the amount towards lease rental will be paid by the firm on your behalf to the leasing company and your compensation structure will be adjusted accordingly. A revised letter with the new compensation structure will be issued that will supersede this letter for all practical purposes.

<sup>2</sup> The Leave Travel Allowance (LTA) will be paid on a monthly basis as an allowance with tax deducted at source. If you choose to avail the tax benefit on LTA, you should submit proof of expenses incurred by you for Self and / your immediate dependents. The taxability or otherwise of LTA will be as per the Income Tax Act 1961, details of which will form part of the LTA Form.

<sup>3</sup> Meal Card amount will be credited at the start of each month and for the first month (For New Hires) prorated amount will be processed as part of payroll. If not collected, it will be processed as a taxable amount with the salary.

<sup>4</sup> Annual Floating Medical Insurance Coverage for self and **6 dependents** is being paid by the Employer on your behalf. The premium amount is subject to change every year post renewal of insurance policy. In case you opt for an enhancement of the coverage limit, the additional premium will be adjusted accordingly from the special allowance.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

You may also be eligible to either a One-time Stipend or a temporary lodging basis joining the registered office location, you will receive a survey from Deloitte prior to your joining.

You may select the best option for availing the relocation assistance. If an employee who has availed this reimbursement decides to quit within 18 months from the date of relocation claim for whatever reason, the relocation reimbursement paid to the employee will be recovered in full, from the employee's full and final settlement.

By joining the Company, you will become a member under the 'Deloitte USI Employees Welfare Trust' and may be required to make a nominal contribution as a member.

Original bills towards the above components should be submitted during the Income Tax fiscal period evidencing the expenditure to get Income Tax exemption, failing which the same will attract applicable Income Tax.

Submission of false, tampered or altered bills as proof of expense for any of the above components will result in disciplinary action including termination of employment.

**Your compensation above is subject to income tax deduction per rules and guidelines prescribed under the prevailing tax laws. This may change from time to time in line with the amendments done in tax laws.**



## Annexure B

### **Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement ("Employment Agreement")**

In consideration of my employment by **Deloitte Tax Services India Private Limited**, an Employer incorporated under the provisions of the Companies Act, 1956 and having its registered office **Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District, CIRCLE 3, Hyderabad - 500032, Telangana, India** (the "Employer") as **Tax Consultant I** - and other valuable consideration, I acknowledge and agree that:

#### **PRELIMINARY MATTERS**

**1. Defined Terms.** The italicized terms in this agreement (the "Employment Agreement") are defined in **Exhibit A** hereto.

**2. Pre-existing Agreements or Arrangements.** I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Agreements or Arrangements*. The Employer expects me to abide by all restrictions or obligations that are contained in such Pre-existing Agreements or Arrangements and to avoid involvement, while employed by the Employer, in any matter that could pose a conflict as a result of confidential information or intellectual property obtained by me prior to my *Employment*. I further represent that none of these restrictions or obligations, including those set forth in any non-compete agreements with prior employers, is inconsistent with my acceptance of the Employer's offer of *Employment* or my becoming, and serving as, **Tax Consultant I** of the Employer. To the extent applicable and if I am joining the Employer after having served as an employee or official of the United States Government, I further represent that: (1) I have disclosed my prior participation, if any, in any discussions or negotiations with, or decisions to award contracts to, the Deloitte U.S. Firms while I was employed by the United States Government; and (2) I had either recused myself or had not played an active role in the applicable United States Government agency's decision to award any contracts to the Deloitte U.S. Firms while I was employed by the United States Government.

#### **PROTECTION OF OUR BUSINESS**

**3. Reporting of Proceedings.** Except as provided by law and except as I have disclosed in writing on **Exhibit C** to this Agreement, I represent and warrant that I have no *Proceedings* to report. Should I become a subject of any *Proceedings* during my association with the Employer, I agree to immediately report, in writing, all relevant facts to the Chief Talent Officer of Deloitte LLP, the Regional Talent Director of the Employer, and the Chief Ethics and Compliance Officer of Deloitte LLP. I understand that my responses are subject to audit and review by the Employer and others in accordance with applicable professional, ethical, legal, or Employer requirements, rules, regulations, policies, or practices, or other requests.

**4. Confidentiality.** I acknowledge that, by virtue of my *Employment*, I will acquire and be exposed to, have access to, make use of and/or create *Confidential Information*. Therefore, I agree to hold in trust and confidence all such *Confidential Information*. I will neither disclose any such *Confidential Information* to anyone outside a *Deloitte Entity* without the prior written approval of an *Authorized Signatory*, except as required by my authorized duties for the Employer, nor use any such *Confidential Information* for any purpose other than for the benefit of a *Deloitte Entity*.

**5. Third Party Information and Property.** I agree that during my *Employment*, I shall not use or disclose any confidential information or intellectual property of any former employer or other person or entity without the prior written authorization of such employer, person or entity and the prior written consent of an *Authorized Signatory*. If I were to use or disclose any such Confidential Information or Intellectual Property without prior consent, and any of the *Deloitte Entities* become the subject of any claim from a third party regarding such unauthorized use or disclosure, I agree to hold harmless and indemnify the *Deloitte Entities* for any legal defense costs and/or damages related to any such claim.

**6. Authorization.** Only employees of the Employer holding a senior or managerial position with the Employer will be authorized by a specific authorization, delegation, or power of attorney to sign legal documents, representing the Employer. Similarly, only such authorized employees of the Employer may speak about the Employer, the business and plans, various client-related projects etc.

**7. Competing Activities and Conflict of Interest.** During the period of my *Employment* I will not, directly or indirectly, participate in or in any way render services or assistance to any business that is or may be competitive with a *Deloitte Entity*, whether or not for compensation, or engage in any conduct which might result in, or create the appearance of using my position for private gain or other than for the benefit of a *Deloitte Entity*, or otherwise create a conflict, or the appearance of a conflict, of interest with a *Deloitte Entity*. Such conduct shall include, but not be limited to, having an undisclosed financial interest in any vendor or supplier of a *Deloitte Entity*, accepting payments of any kind or gifts other than of a nominal value from vendors, clients or suppliers, or having an undisclosed relationship with a family member or other individual who is employed or

associated with any entity in active or potential competition with a *Deloitte Entity*, and which creates a conflict of interest. I represent and warrant that I am not currently aware of any present or past violation of this provision.

**8. Authorization to Access Systems and Electronic Communications and use of Deloitte Property.** I understand that while employed with a *Deloitte Entity*, I will use and have access to the Systems. I also acknowledge that a *Deloitte Entity* has the right at any time to access, retrieve, delete, monitor, examine, use and/or disclose my Electronic Communications and information from (or about) me and the content, without notice to me, and that such *Electronic Communications* are considered part of a *Deloitte Entity's* business and client records and are not to be considered private or personal to me or any other *Personnel*. I further acknowledge that this right extends to *Electronic Communications* transmitted for either a business or personal purpose.

I agree that I am authorized to access the *Systems* only for approved business purposes and occasional personal use if such use does not interfere with my work responsibilities and other required business activities, business operations, or *Systems* performance. However, I also acknowledge that such occasional personal use does not create an expectation of privacy as to any of my personal *Electronic Communications* and, as such, are *Deloitte Property*.

I further acknowledge that I am not authorized to use the *Systems* for personal gain or any illegal or unethical use. I agree that under no circumstances am I authorized to access any of the *Systems* for the purpose of obtaining *Deloitte Property* for a competitor of a *Deloitte Entity*, transmitting *Deloitte Property* to me (e.g., emailing *Confidential Information* to my personal email address) or to a third party for purposes other than furthering the business objectives of a *Deloitte Entity*. I am not authorized to download a *Deloitte Entity's Confidential Information* or other *Deloitte Property* to removable media such as a CD Rom, disk or thumb drive other than as authorized for furthering the business objectives of a *Deloitte Entity*.

I will be responsible for the safe keeping and return in good condition and order of all the *Deloitte Property* that may be in my use, custody, care or charge. For the loss of any *Deloitte Property* in my possession or custody or for which I have been assigned responsibility, the Employer will have a right to assess on its own basis and recover from me, the damages in respect of such materials (out of the amounts due to me or otherwise) and to take such other legal action as it deems appropriate including termination of my employment without notice or payment in lieu thereof in the event of my failure to account for such material or property to its satisfaction.

**9. Security.** I am provided with a worktable and lockable storage space. I will ensure they are locked when unattended and understand that a duplicate key will only be provided if I sign for it. I am required to display my identity card to the appropriate security personnel on demand and at all times within the office premises.

**10. Ownership of Works.**

a. I agree that the Employer owns all rights, title and interest in and to all *Works*.

b. I agree that all *Works* are deemed works made for hire under India copyright or applicable laws or equivalent laws of any applicable foreign jurisdiction, and all *Intellectual Property Rights* therein vest automatically in the Employer upon creation of the *Works*. I agree that, to the extent any *Work* is held not to be a work made for hire, I hereby irrevocably assign all *Intellectual Property Rights* in the *Work* to the Employer. Notwithstanding anything contained in Section 19(4) of the Indian Copyright Act, 1957, I agree that such assignment shall continue to be in force for perpetuity irrespective of whether or not the Employer exercises its rights as the assignee for any period of time.

c. I will at all times, even after termination of my *Employment*, do whatever the Employer reasonably requests of me, at the Employer's expense, to document the assignment of any *Works* to the Employer or to assist the Employer in pursuing, renewing, extending or assigning any *Intellectual Property Rights*, and otherwise perfecting, protecting and enforcing said *Intellectual Property Rights* in, any *Works*. I agree that, as between me and the Employer, the Employer shall be the sole author, inventor, and owner of all such *Works* and *Intellectual Property Rights* therein throughout the world, and that the Employer shall have the sole right to seek copyright registrations, patents or trademark registrations, including all extensions and renewals thereof. I also hereby agree that I waive all moral rights in any *Works*.

I also agree to assign all my right, title and interest in and to any particular *Works* to a third party as directed by the Employer.

In the event the Employer is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraphs, I hereby irrevocably designate and appoint the Employer and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and in my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraphs with the same legal force and effect as if executed by me. I hereby waive any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any *Works* assigned hereunder to the Employer.

d. During a 12 month period after termination of my *Employment*, I agree that any *Intellectual Property* I create or conceive that results from and is related to any work assigned to or performed by me for the Employer, or that was created using *Deloitte Property*, is a *Work* that is subject to Paragraph 10 (b) above. For purposes of clarification, the foregoing provision is in addition to, and not in limitation of, any rights and remedies the Employer may have under the applicable laws protecting *Intellectual*



*Property of the Deloitte Entities.*

e. I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Employer) of all *Works* developed by me during the period of my employment with the Employer, which records shall be available to and remain the sole property of the Employer at all times.

**11. Pre-existing Creations; Personal Creations.** My obligations in Paragraph 10 do not apply to *Pre-existing Creations* and *Personal Creations*. I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Creations*. I acknowledge and agree that I will not assert any ownership rights against the *Deloitte Entities*, or their respective clients, with respect to any *Pre-existing Creations* unless they appear on **Exhibit B**, and **Exhibit B** has been accepted and agreed to by an *Authorized Signatory* who has signed at the bottom of such **Exhibit B**. I further agree that I shall not use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment* without the prior written consent of an *Authorized Signatory*. To the extent that I use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment*, I agree that, except as otherwise provided in a written agreement executed by me and the Employer, I hereby grant to the Employer an irrevocable, royalty free, perpetual, fully paid up, transferable, sub-licensable license to use, reproduce, distribute, display, perform, modify and create derivative works of and otherwise exploit such *Pre-existing Creations* or *Personal Creations* for any purpose including, but not limited to, client engagements.

**12. Post- Employment Restrictions re: Clients.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or serving of certain clients related to my work for a *Deloitte Entity* would necessarily involve the unauthorized use or disclosure of *Confidential Information*, and the proprietary relationships and goodwill of the *Deloitte Entities*, and, in the case of my serving of certain clients, could compromise the full compliance of the Employer or another *Deloitte Entity* with the applicable laws, rules and regulations of a U.S. or India regulatory body or other independence-related requirement of a regulatory body. Accordingly, during the period of my *Employment* and for a period of one year thereafter, I will not, directly or indirectly, solicit or provide services to any existing client of a *Deloitte Entity* with which I had personal contact and provided services during the two-year period prior to termination of my *Employment*.

**13. Exceptions to Post- Employment Restrictions re: Clients.** I understand that the obligations of Paragraph 12 will not apply for a period of three (3) years after my start date or the date of my promotion or transfer to clients of a *Deloitte Entity* and/or certain specified kinds of services rendered to such clients that meet all of the following criteria: (a) are personal clients of mine who came to a *Deloitte Entity* solely to avail themselves of certain specified kinds of services rendered by me and only as a result of my own independent recruitment efforts, which a *Deloitte Entity* neither subsidized nor otherwise financially supported as part of a program of client development, (b) are listed on **Exhibit D** expressly by name with respect to client and with sufficient specificity with respect to the kinds of service(s) that I will be permitted to render, and (c) are accepted and agreed to as to their listing on **Exhibit D** by an *Authorized Signatory* who has signed at the bottom of such Exhibit. I agree that after a period of three (3) years from my start date or the date of my promotion or transfer the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on **Exhibit D** to support the application of the obligations of Paragraph 12 to those clients.

**14. Future Employment with Clients.** Except as otherwise provided herein, I understand that I am not prohibited from accepting employment with a client (or an affiliate of such client) of a *Deloitte Entity*. Before entering into substantive discussions with an *Attest Client* regarding any employment opportunity, I acknowledge and agree that during my *Employment* and for five years thereafter I must first notify *Independence* and obtain prior written approval from *Independence*. I acknowledge and understand that it is the intent of the Employer to interpret and apply this provision (a) in an effort to ensure the full compliance of the *Deloitte Entities* with applicable U.S. and India laws, rules, and regulations; (b) to serve the public interest; and (c) to protect the legitimate interests of the *Deloitte Entities* or their respective *Attest Clients* under applicable U.S. or India laws, rules and regulations in a manner that is no greater than is reasonably necessary to protect such interests and without being unduly harsh and oppressive to me and my interests in future employment with an *Attest Client*. Further, I acknowledge and agree that because of, among other things, the importance of the *Deloitte Entities* remaining in compliance with applicable independence rules, such approval may be withheld by *Independence* in the event that my employment with an *Attest Client* would, in the view of Deloitte LLP, be inconsistent with applicable laws, rules and regulations or jeopardize the independence of a *Deloitte Entity* with respect to such *Attest Client*.

**15. Restrictions re: Personnel and Contractors.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or hiring or of any of its *Personnel* or contractors of the *Deloitte Entities*, or my participation in their hiring, admission or retention, would necessarily involve the unauthorized use or disclosure of *Confidential Information* or the proprietary relationships and goodwill of the *Deloitte Entities*. Accordingly, during my *Employment* and for one year thereafter, I will not, directly or indirectly, (a) solicit or attempt to solicit, or participate in the solicitation of or any attempt to solicit any *Personnel* to leave a *Deloitte Entity*, or to join any firm or business with which I may be or become affiliated; (b) participate in the hiring or admission of any *Personnel*; or (c) cause a contractor of a *Deloitte Entity* to cease providing services to, with, or on behalf of the *Deloitte Entity*.

**16. Post- Employment Restrictions re: Deloitte Property.** Upon termination of my *Employment*: (a) I will not use or disclose *Deloitte Property*, including, but not limited to, *Confidential Information* and *Works*, for any purpose; (b) I will not retain or take with me any *Deloitte Property*; (c) I will immediately deliver to a *Deloitte Entity* at any location that it designates, at my expense, within one business day after the termination of my *Employment* or on an alternate date designated by a *Deloitte*

*Entity*, any *Deloitte Property* that I may then or thereafter hold or control; and (d) I agree to allow a *Deloitte Entity* to inspect any of my personal or home computers, including smart phones, tablet computers, or any device, media or location capable of storing electronic data, to determine whether any *Deloitte Property* resides on such computers and to permit a *Deloitte Entity* to remove such *Deloitte Property*.

## **OTHER POST- EMPLOYMENT OBLIGATIONS**

**17. Transition of Work and Cooperation.** Upon termination of my *Employment* for any reason, I will cooperate with a *Deloitte Entity* in all matters relating to the completion of pending work and its orderly transfer. I will also cooperate fully with a *Deloitte Entity* in connection with any threat of or actual legal proceeding against a *Deloitte Entity* or any client, customer or licensor of a *Deloitte Entity* arising out of any matter with or of which I had contact or knowledge during my *Employment*.

**18. Notification of Post- Employment Obligations.** I agree that prior to accepting employment or affiliation with another firm or business I will advise such firm or business of my duties and obligations under this Employment Agreement. After my *Employment* ends, I agree that a *Deloitte Entity* shall be permitted to advise any firm or business with which I have accepted an offer of employment or affiliation concerning my duties and obligations under this Employment Agreement.

**19. Certification.** I agree that during or after my *Employment* I will, if requested, provide written certification in such form as the Employer may require that I have complied with my obligations hereunder, including, without limitation, those obligations set forth in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15 and 16 of this Agreement.

## **OUR ENFORCEMENT RIGHTS AND REMEDIES IN THE EVENT OF A BREACH**

**20. Equitable Relief and Attorney's Fees.** I acknowledge and agree that a breach of this Employment Agreement, including, but not limited to, a breach of my duties and obligations under the terms and conditions of Paragraphs 4, 5, 7, 8, 9, 10, 12, 14, 15 or 16 would cause irreparable harm to the *Deloitte Entities* and that, in addition to other remedies, the Employer on behalf of itself or another *Deloitte Entity* is entitled to a temporary restraining order, an injunction or other equitable relief to prevent any such breach. I also acknowledge that, to the extent permitted by law, a *Deloitte Entity* will be entitled to the payment of the *Deloitte Entities'* reasonable costs and attorney's fees incurred in enforcing this Employment Agreement. I also acknowledge that, to the extent permitted by law, the Employer may request that a court extend the one year period following the termination of my *Employment*, as provided in Paragraphs 12 and 15, to correspond with the period that I participated in activities prohibited by Paragraphs 12 and 15.

**21. Liquidated Damages: Client Fees.** I agree that in the event of a breach under Paragraph 12, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

**22. Liquidated Damages: Compensation.** I agree that the precise amount of damages flowing from a breach under Paragraph 15 would be impracticable or extremely difficult to ascertain in an actual amount. Therefore, I agree that in the event of a breach under Paragraph 15, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by or owed to any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

**23. Right of Inspection.** I agree to permit the Employer (or to use my best efforts to enable the Employer) to inspect my books and records (and the books and records of any entity which employs or is associated or affiliated with me), upon request and at reasonable times, to enable the Employer to confirm the calculations described above and to verify compliance with Paragraphs 12 and 15. The Employer shall keep confidential any proprietary information obtained, except as may be necessary or desirable to enable the Employer to enforce its rights under this Employment Agreement and except as may be required by any statute, court or administrative order to decree or government ruling or regulation.

**MISCELLANEOUS**

**24. Governing Law; Choice of Forum.** This Employment Agreement is deemed to have been executed in the Employer's office in **Hyderabad, Telangana, India** and will be construed and governed in accordance with the laws of the Republic of India without regard to its conflicts-of-law principles. You agree to submit to jurisdiction before any court of record in which the Employer's office to which you were assigned is located, or in which a breach of this Employment Agreement may occur, at the election of the Employer, and you waive any right to raise questions of personal jurisdiction or venue in any action the Employer may bring against you in any such court. You further agree to accept service of process/summons/legal notice from the Employer when that process/summons/legal notice is either sent to your last known address by certified mail or served by any other means permitted under the law of the jurisdiction in which the Employer may bring an action against you.

**25. Modifications.** My obligations hereunder may not be changed or modified, released, discharged, abandoned or terminated, in whole or in part, except by an instrument in writing signed by an *Authorized Signatory*.

**26. Severability.** Every provision of this Employment Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such term or provision will be enforced to the maximum extent permitted by law and, in any event, such illegality or invalidity shall not affect the validity of the remainder of the Employment Agreement.

**27. Blue-Penciling.** If any court determines that any provision of this Employment Agreement, or any part hereof, or the application of any such provision, or any part hereof, to any person or circumstance is unenforceable or void, such court shall have the power to modify such provision, or any part hereof, to the extent necessary to render it legal and enforceable while preserving its intent, or if such modification is not possible, by substituting therefore another provision that is legal and enforceable and that achieves the same objective.

**28. Waiver.** None of my obligations under this Employment Agreement shall be deemed to have been waived by the Employer except if the giving of such waiver is contained in a written notice given to me and no such waiver shall be deemed to be a waiver of any other or further obligation I have under this Employment Agreement.

**29. Entire Agreement.** This Employment Agreement, the Employer's employment application, the Terms and Conditions of Service issued pursuant to the offer of employment and any documentation employing me or transferring me to the Employer, contain the entire understanding between me and the Employer or any other *Deloitte Entity* with respect to the subject matter hereof and supersedes all prior representations, warranties, and agreements with respect to such subject matter, and no representations, warranties or other covenants exist with respect to such subject matter that are not contained or expressly referred to herein. Notwithstanding the foregoing, any written agreement between a *Deloitte Entity* and me with respect to the subject matter hereof that was signed by me prior to the effective date of this Employment Agreement shall remain valid and enforceable according to the terms of such agreement with respect to all acts and omissions occurring prior to the effective date of this Employment Agreement. In the event of a conflict between this Employment Agreement and the employment application or any other document purporting to set forth terms and conditions of my *Employment*, this Employment Agreement will control.

**30. Transfer and Assignment.** Unless as the Employer shall otherwise determine, the rights, obligations and benefits of the Employer under this Employment Agreement, including but not limited to those rights and benefits relating to my post-Employment obligations set forth in this Paragraph 30 and in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19 and 23 above, are transferred and assigned, in whole or in part (as the Employer shall determine) and without the need for my consent or the formality of documentation or prescribed processes, to (a) any *Deloitte Entity* in connection with my transfer to that *Deloitte Entity* or (b) any entity that acquires all or a part of the assets or business of the Employer. All provisions of this Employment Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, representatives, successors, and assigns of the Employer and me, and any *Deloitte Entity* to which I may be transferred during my *Employment*, provided, however, none of my duties or obligations under this Employment Agreement may be assigned or transferred by me to any other person or entity without the Employer's prior written approval of such assignment or transfer. Any purported assignments in violation of this Paragraph 30 shall be null and void.

**31. Headings.** The headings contained in this Employment Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Employment Agreement.

I have read the foregoing, understand it, and agree to comply with its terms.

**For Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
 6718FF75DA89400...

Pooja Madhani

**Talent**

**Authorized Signatory**

Effective as of , I accept all the terms and conditions of the Employer as stipulated in this Employment Agreement.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

**EXHIBIT A**

The definitions below apply to the italicized terms that appear in the Employment Agreement (including the exhibits):

**Attest Client** – attest client (or an affiliate of such client) of Deloitte & Touche LLP or a *Deloitte Entity*.

**Authorized Signatory** – a director, officer or other person who is authorized to sign on behalf of a *Deloitte Entity*.

**Confidential Information** – any information not generally known to the public, in any *Form*, that (1) relates to the operation of a *Deloitte Entity* or provides the *Deloitte Entities* with a competitive advantage, (2) consists of Personally Identifiable Information (*PII*) or other personal information about *Personnel*, client and other third party personnel, independent contractors, subcontractors, agents, vendors, suppliers or others which the Employer or another *Deloitte Entity* receives in the course of business, and (3) all other information entrusted to the Employer or another *Deloitte Entity* by clients and other third parties. *Confidential Information* includes, but is not limited to, *Intellectual Property*, supplier information, designs, business or marketing plans, forecasts and financial information, tax returns, tax identification numbers, agreements, client or prospective client lists, specific information about clients or prospective clients such as preferences for specific products and services, client or prospective client needs based on financial history and past purchases of services, client or prospective client development plans, specific rates charged to a client or offered to a prospective client and other business or client records. *Confidential Information* also includes, but is not limited to, debit or credit card information, employment applications, organization charts, performance ratings and other personnel records.

**Deloitte Entity** – the Employer, Deloitte LLP, and any corporation, company, partnership, limited liability company or other entity (a) that (i) is owned, directly or indirectly, in whole or in part, by Deloitte LLP (the “Deloitte U.S. Firms”), including but not limited to Deloitte LLP subsidiaries in India, the Deloitte Touche Tohmatsu verein, Deloitte Global Services Limited, Deloitte Global Services Holdings Limited, Deloitte Touche Tohmatsu Limited (“DTTL”) or any member firm of DTTL or affiliate thereof (collectively, the “DTTL Member Firms”) or (ii) controls, is controlled by or is under common control with any of the entities listed in clause (i); or (b) in which any *Personnel* participated on its behalf, or carried out any duties with respect to its affairs. For purposes of this Employment Agreement, the term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract, or otherwise.

**Deloitte Property** – *Confidential Information*, *Systems*, equipment, debit and credit cards issued in connection with my *Employment*, furniture, facilities and any and all other materials owned, licensed or leased by a *Deloitte Entity*, including, without limitation, computerized or electronic information and all copies thereof in any form or media, created by, furnished to, obtained by or prepared by me in the course of my employment in any capacity.

**Deloitte India (Offices of the US)** - The following companies shall be deemed to be the affiliates of each other and are collectively referred to as Deloitte India (Offices of the US): (i) Deloitte Consulting India Private Limited (ii) Deloitte Tax Services India Private Limited (iii) Deloitte Support Services India Private Limited (iv) Deloitte Financial Advisory Services India Private Limited and (v) Deloitte & Touche Assurance & Enterprise Risk Services India Private Limited.

**Electronic Communications** – all text, audio, video, images, information, data, files and attachments created, displayed, sent, received, posted, accessed or stored, whether deleted or not, by means of the *Systems*.

**Employment** – the nature of my relationship with the Employer or a *Deloitte Entity* pursuant to this Employment Agreement. Alternatively, and depending on context, *Employment* is the period of time during which this relationship persists.

**Form** - paper, computer disc, USB drive, website; any other tangible or electronic medium by which information may be stored or accessed; and human memory.

**Independence** – National Office (Independence) of Deloitte LLP.

**Intellectual Property** - works of authorship (including, without limitation, books, articles, data compilations, software and other copyrightable materials), materials, patents, inventions, designs, techniques, methodologies, processes, discoveries, know-how, ideas, trade secrets, moral rights, trademarks and other indicia of origin together with the goodwill therein, and all patent applications, copyright and trademark applications and registrations, and extensions and renewals thereof, throughout the world.

**Intellectual Property Rights** – all rights, title and interest in Intellectual Property.

**PCAOB** – the United States Public Company Accounting Oversight Board.

**Personal Creations** – *Intellectual Property* that meet all of the following criteria: (1) it is conceived, developed, and created by me on my own time without using *Deloitte Property* or *Personnel* (during work hours), facilities, *Confidential Information* or *Works* of a *Deloitte Entity*, (2) it is unrelated to the actual or reasonably anticipated business or research and development of a

*Deloitte Entity*, and (3) it does not result from any work performed by me and the *Personnel* (during work hours) for a *Deloitte Entity*.

**Personnel** – partners, principals, members, officers and employees of a *Deloitte Entity*.

**PII** – information (excluding business contact information such as an individual's name and one or more of the following: organization name, organizational title, organizational role, business address, business telephone number (including business cell phone number and business email address) relating to an identified or identifiable natural person. An identifiable natural person is a natural person who can be identified, directly or indirectly, by reference to an identification number or factors specific to his or her physical, physiological, mental, economic, cultural or social identity. Set forth below is a non-exclusive list of information that constitutes PII when such information relates to an identified or identifiable natural person:

- Account number (bank account, credit card, etc.)
- Address
- Biometric identifier
- Certificate or license number
- Date of birth
- Government identifiers (such as PAN)
- Name\*
- Personnel Number
- Photograph or video identifiable to an individual
- Vehicle identifier or serial number
- Other information related to an individual that may directly or indirectly identify that individual (e.g., salary, performance rating, purchase history, call history, etc.)

\* Note: When an individual's name is used with PII that is not business contact information, it is included in the definition of PII.

**Pre-existing Agreements or Arrangements** – agreements or arrangements that (1) relate to any *Pre-existing Creations*; or (2) may affect my ability to comply with the requirements of this Employment Agreement, including all contractual and other restrictions or obligations with other parties, including any post-employment restrictions and required notifications to the extent applicable under 18 United States Code §207, CFR 3.104-4, and India laws, rules and regulations that may or will impose limitations on my professional activities during my *Employment* (such as any non-compete agreements with prior employers and the one-year ban on lobbying contacts).

**Pre-existing Creations** – any *Intellectual Property* and *Intellectual Property Rights* that were developed or created by me, alone or with others, or otherwise acquired by me, before the period of my employment in any capacity with the Employer, in which I claim any ownership or right.

**Proceedings** – past or pending (1) actual or threatened claims or complaints of, or arising out of service to, present or former clients, (2) regulatory, self-regulatory, disciplinary, administrative, civil or criminal investigations, inquiries, charges, complaints, actions, sanctions, alternative dispute resolution proceedings, other proceedings or matters (other than criminal proceedings which relate solely to the operation of a motor vehicle) of any kind or nature, in India or any other jurisdiction, against me, including criminal proceedings arising out of my provision of professional services, proceedings brought by a professional association, or proceedings involving the Securities and Exchange Board of India, United States Securities and Exchange Commission or the PCAOB, other professional bodies like the Institute of Chartered Accountants of India or (3) matters of any kind or nature which could adversely affect my association with the Employer or my ability to perform my duties or responsibilities to the Employer, whether set forth in this Employment Agreement or otherwise, or my registration with or licensure by any governmental, quasi-governmental, or other regulatory agency, body or entity, in or outside the United States or India.

**Systems** – the communications systems or any part of such systems that a *Deloitte Entity* owns, licenses or operates and approves for use, including, but not limited to, e-mail, text messaging, Lotus Notes, Deloitte Online (eRoom), instant messaging, local area network, wide area network, Intranet (e.g., DeloitteNet, D Street), Internet, extranet, collaborative tools (e.g., blogs, wikis, etc.), laptop and desktop computers, servers, air cards, Personal Digital Assistants, cell phones, telephones and voicemail.

**Works** – all *Intellectual Property*, in any *Form*, created by me, alone or with others, during the period of my *Employment* that (1) is created within the scope of my *Employment*; (2) relates in any manner to the actual or anticipated business, research, or development of a *Deloitte Entity*; (3) results from any work assigned to or performed by me, alone or with others, for the Employer; or (4) is created with the use of *Deloitte Property*.

**EXHIBIT B****Pre-existing Creations; Pre-existing Agreements or Arrangements**

I understand and agree that the Employer makes no attempt to verify my claim of ownership to any of the *Pre-existing Creations* listed, and makes no admission that any *Pre-existing Creations* listed are owned by me.

[If yes, please enter details below]

Yes, I do have *Pre-existing Creations*, *Pre-existing Agreements or Arrangements*

No, I do not have *Pre-existing Creations*, *Pre-existing Agreements or Arrangements*

<b><u>Title</u></b>	<b><u>Date</u></b>	<b><u>Brief Description</u></b>
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\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Print)

ACCEPTED AND AGREED TO:

**Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
6718FF75DA89400...

Pooja Madnani

**Talent**

*Its: Authorized Signatory*

\_\_\_\_\_  
Date

An *Authorized Signatory's* signature is required only if *Pre-existing Creations* or *Pre-existing Agreements* or *Arrangements* are listed pursuant to Paragraphs 2 and 11 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment made in light of Paragraph 2 that *Pre-existing Creations*, if any, are described and explained in sufficient detail so that the likelihood of confusion between the employee's *Pre-existing Creations* and the *Intellectual Property* of a *Deloitte Entity* can be avoided or minimized in the future and further indicates that the *Pre-existing Agreements* or *Arrangements* have been obtained and reviewed and that the *Authorized Signatory* is satisfied that such *Pre-existing Agreements* or *Arrangements* will not interfere with the employee's ability to comply with the requirements of this Employment Agreement.

**EXHIBIT C**

**Proceedings**

[none, unless otherwise specified]

Yes, I do have *Proceedings* to report

No, I do not have *Proceedings* to report

My signature below certifies that to the best of my knowledge, the information I have provided above, pursuant to Paragraph 3, is complete and accurate.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date



**EXHIBIT D**

**Exceptions to Post-Employment Restrictions: re: Clients**

[none, unless otherwise specified]

As specified in Paragraph 13, I agree that after a period of three (3) years from my start date or the date of my employment, as the case may be, the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on Exhibit D to support the application of the obligations of Paragraph 12 to those clients.

Yes, I do have  
Post-Employment Restrictions  
re: Clients

No, I do not have  
Post-Employment Restrictions  
re: Clients

<u>Name of Client</u>	<u>Specified Kind of Services(s) Permitted</u>
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ACCEPTED AND AGREED TO:

**Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
6718FF75DA89400...

Pooja Madnani

**Talent**

Its:     Authorized Signatory	<hr/>
	Date

I have read and understood the above policy terms.

<hr/>	<hr/>	<hr/>
Signature	Name	Date

A n *Authorized Signatory's* signature is required only if information is provided pursuant to Paragraph 13 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment that criteria in Paragraph 13 have been fully satisfied, the clients listed have been properly identified, and the kinds of services permitted have been described with sufficient specificity.

## Terms and Conditions of Service

In continuation to our offer of employment with **Deloitte Tax Services India Private Limited** (the "Employer"), please note the terms and conditions of service.

The italicized terms in these Terms and Conditions of Service are defined in **Exhibit A** of the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement hereto.

### Terms of Service

#### 1. COMPLIANCE WITH INDEPENDENCE, ETHICS AND OTHER REQUIREMENTS

Deloitte & Touche LLP performs attest services for certain of its clients and is subject to the independence requirements of, among others, the United States Securities and Exchange Commission (SEC), the United States Public Company Accounting Oversight Board (PCAOB), and the American Institute of Certified Public Accountants (AICPA). These requirements mandate that certain of the Employer's employees and their relatives be independent of some or all of such attest clients and their affiliates in accordance with the policies of Deloitte LLP and its subsidiaries (the "Deloitte US Entities").

Upon joining the Employer, you will be asked to review a listing of the attest clients and the affiliates of such clients of certain of the Deloitte US Entities and disclose relationships or financial holdings that you or your relatives may have that could affect the independence of the Deloitte US Entities. Any relationships or holdings that conflict with, among other things, the requirements of the SEC, the PCAOB or the AICPA or the independence or ethics policies of the Deloitte US Entities will need to be resolved immediately. Further, you will be required to comply with these policies throughout your career with the Employer, including, when applicable, maintaining a current list of certain of your financial interests (but not their value) in the independence tracking system.

As a condition to your joining the Employer and continued employment, you are required to complete a representation regarding your understanding of, and compliance with, independence and other matters, on a periodical basis (as requested beginning on or prior to the date of you joining the Employer, annually thereafter, and upon certain changes in your role in the Employer), the details of which are provided in the independence representation. An example copy of this representation form is available for your reference on [www.deloittenet.com](http://www.deloittenet.com). The representation should be made to the best of your knowledge and ability. It is your responsibility to consult on any matter should you be uncertain or have a question. You are also requested to refer to [www.deloittenet.com](http://www.deloittenet.com) and *Independence* for more information in this respect. The representations made by you will be subject to an audit and may be reviewed by Deloitte LLP representatives and shared with certain third parties. If you are selected for such an audit, you will need to submit certain personal financial records to Deloitte LLP's internal audit team. Please be assured that Deloitte LLP fully intends to keep all information obtained through the audit process confidential and secure. You hereby give your consent to Deloitte LLP to use the information provided by you for such purposes as provided in the policies regarding independence and ethics.

In the event you (i) do not cooperate or comply with the independence requirements, or (ii) do not complete the necessary representations, or (iii) make inaccurate representation(s); you may be subject to disciplinary action including and up to termination of employment with the Employer.

Please feel free to contact or consult *Independence* should you require any further information or if you have any specific concerns in this respect.

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#### 2. NON DISCLOSURE, NON SOLICIT AND INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AGREEMENT ("Employment Agreement")

You will be expected to sign the Employer's Employment Agreement. Please contact Talent for further details.

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#### 3. HARRASSMENT POLICY

**Administrative Policy Release ("APR") 213** is the Employer's policy prohibiting harassment. Deloitte LLP's subsidiaries located in India ("Deloitte India (Offices of the US)") are committed to providing a working environment that is free from harassment based on caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis, in accordance with applicable Indian central, state or local law. Expressly forbidden are unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Depending on the circumstances, such harassment may also include conduct such as stereotyped or demeaning remarks or gestures or the display or circulation, whether in writing or electronically, of materials or pictures offensive to persons because of their caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis in accordance with applicable Indian central, state or local law. The full policy will be accessible to you on DeloitteNet after joining Deloitte U.S. India.

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#### 4. WORKING HOURS, HOLIDAYS, LEAVES AND MATERNITY BENEFITS

You will be provided with your standard working hours, which may vary over the course of your career. The Employer may, from time to time, subject to applicable laws, require the employee to work beyond these hours.

You shall be entitled to paid holidays and leave as per the Employer's policies.

Women employees are eligible for maternity benefits as per the recent amendments (2017) in the maternity benefit act, 1961, including having 26 weeks of maternity leave with pay, as applicable.

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#### 5. RETIREMENT AGE

The age of retirement for employees of Deloitte India (Offices of the US) is 60 years. Your employment will therefore automatically terminate at the end of the month in which you attain 60 years.

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#### 6. TRANSFERS

You may be transferred, assigned, or asked to attend training at the offices of a Deloitte Entity or its clients or third parties in India or abroad with or without additional compensation. In such an event, you will also be governed by the terms and conditions of service applicable to the transfer, assignment, or training.

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#### 7. NOTICE PERIOD FOR TERMINATION OF SERVICES

The notice period for termination of your services is **60 Days** by either side and/or salary in lieu of notice period on part of the Employer only.

The Employer expects all employees to maintain the highest standards of professional conduct at all times.

In order to assure orderly operations and provide the best possible work environment, the Employer expects you to follow rules of conduct that will protect the interests and safety of all personnel, including but not limited to the Code of Ethics and Professional Conduct.

In the event of any breach of the Code of Ethics and Professional Conduct, non-performance of a contractual obligation or the terms and conditions laid down in this Annexure, or if you engage in any misconduct whether or not in connection with or affecting the business or affairs of the Employer or the work conduct, as specified by Employer, you will be subject to disciplinary action up to and including termination of your services/ employment with the Employer without any notice or payment in lieu of notice notwithstanding any other terms and conditions stipulated herein.

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#### 8. MISCONDUCT

Misconduct may include but is not limited to:

- Irregular attendance: repeated or excessive absence, tardiness or early departures/ late comings without approval.
- Unreported or unapproved absence (including overstay of leave) for more than five consecutive days or deviation from assigned and accepted schedule for more than five days.
- Falsification or manipulation in background verification process or employment records, employment information, or other records prior to or after joining the Employer.
- Falsification or manipulation of Deloitte Time & Expense (DTE).
- Knowingly providing false statements, either verbally or in written form.
- Neglect of normal duties and functions.
- Practices such as reading personal materials during working time, having obscene or inappropriate posters or screen savers at your work station, playing games at your work station, etc.
- Continued discharge of work functions that do not meet the standards reasonably expected.
- Breach of the confidentiality provision in the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement including disclosing to any unauthorized person any *Confidential Information* or *PII*.
- Willful insubordination or disobedience, whether or not in combination with another, of any lawful and reasonable instructions of any member of management or any authorised person.
- Engaging in unapproved outside employment and activities as defined in APR 218 (US & IND)

([https://deloittenet.deloitte.com/About/Policies/Admin/Pages/218\\_OutsideEmploymentActivities\\_US.aspx](https://deloittenet.deloitte.com/About/Policies/Admin/Pages/218_OutsideEmploymentActivities_US.aspx)).

- Installing, downloading, copying or duplicating any unauthorized or unlicensed software, programs, games, or attachments on any computer system of the Employer or of any *Deloitte Entity* or its clients.
- Engaging in any illegal activities.
- Workplace violence, including threats of physical violence.
- Corporate credit card delinquencies.
- Causing damage to the property of the Employer, any *Deloitte Entity*, its clients, or their respective personnel
- Going on or abetting a strike in contravention of any law.
- Theft of any property belonging to another, the Employer or any *Deloitte Entity*, or their respective personnel, clients, or visitors
- Possession of firearms, explosives, knives or any instruments that can be used as an injurious or deadly weapon in the workplace or at any *Deloitte Entity* sponsored event.
- Corruption, fraud, or misappropriation of funds.
- Failure to comply with the policies, guidelines, rules and regulations of the Employer or a *Deloitte Entity* as applicable.
- Excessive personal use of the Employer's telephone, fax or computer systems.
- Failure to adhere to applicable laws.
- Any act prejudicial to or in conflict with the interests of the Employer or a *Deloitte Entity*.

The above terms and conditions are based on, and should be read in conjunction with, the Employer's policies, guidelines, procedures and other rules currently applicable, including but not limited to Administrative Policy Releases (APRs) and Deloitte India (Offices of the US)'s other policies, guidelines, rules, and regulations. The above rules are subject to amendments from time to time and the amended rules, policies, procedures, and guidelines would be posted on the Employer's Intranet site i.e. <https://deloittenet.deloitte.com/Pages/Home.aspx> for employee reference. The policies will be updated from time to time in the future and we deem to have your consent to any and all such changes. Furthermore, upon acceptance of employment with the Employer, you may be requested to read and acknowledge acceptance of various policies and guidelines of the Employer. It is expected that you will read and acknowledge all such communications.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name



### Training Agreement

On behalf of **Deloitte Tax Services India Private Limited**, please accept our congratulations on your recent offer of employment to join the Company as **Tax Consultant I** pursuant to the terms and conditions of your offer letter dated **August 26, 2024**. You made a very favorable impression with everyone you met and we are excited about the possibility of you joining the Company.

As you may be aware, as a condition of employment with the Company, you may be required to travel Overseas to attend a series of training sessions for a period of up to 90 days. This training will be a combination of classroom procedural training as well as on-site training to observe employees conducting similar work at various client locations. This training represents the confidence we have in your ability to be a valuable member of the practice of the Company.

As per Company policy, we kindly bring to your attention that all employees attending training overseas are required to sign a Training Agreement which will obligate the employee to repay a calculated amount of the costs associated with the training, only if the employee resigns his/her position or are terminated for cause within a specified period after completion of the training (usually between 6 to 18 months). This repayment obligation disappears after the specified period of time has lapsed. We all look forward to seeing you again soon and having you join our team of outstanding professionals.

Sincerely,

For **Deloitte Tax Services India Private Limited**

DocuSigned by:

*Pooja Madhani*

6718FF75DA89400...

By:

Signature

**Authorized Signatory**



**Deloitte Tax Services India Private Limited**  
**Deloitte Tower Survey No. 41 Gachibowli Village, Ranga**  
**Reddy District, CIRCLE 3, Hyderabad - 500032, Telangana,**  
**India**

**Tel: +91 040 67621000**  
**www.deloitte.com**

**Subject: Offer of Employment**

**Dear THANESH B:**

On behalf of **Deloitte Tax Services India Private Limited** (the "Employer" or "Company"), I am pleased to confirm our offer of employment to you as **Tax Consultant I** based in **Hyderabad**.

We extend this offer, and the opportunity it represents, with great confidence in your abilities. You have made a very favorable impression with everyone you met and we are excited with the prospect of you joining our organization on **JUNE 26, 2022**.

Your immediate manager will communicate details of your role and work responsibilities in the initial weeks of your joining the Employer. During your employment, the Company may require you to work on any project that you are assigned to, on any technical platforms/skills and nature of the project, in differentiated work timing, at designated work space and location as may be decided by the company.

As part of your annual compensation, you will receive a Total Salary of **Rs 382500** and, will be eligible for a performance linked variable bonus. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount could vary depending upon the business and individual performance each fiscal year and, in some situations, could exceed the payout range indicated. Any amounts paid will be subject to statutory and other deductions as per Employer policies and practices. The details of your compensation breakdown are provided in the attached Annexure A.

As an incentive to join the Company, you are eligible to receive a joining bonus of **Rs./₹ 100,000/-** subject to your reporting for full-time employment on **JUNE 26, 2022**. This amount will attract applicable taxes and will be processed as part of your first month's payroll. You will have an obligation to repay the entire amount of your joining bonus if you resign your position or are terminated for cause by the Company within **12 months** of your start date.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

Your employment with us will be governed by the Terms and Conditions as detailed in **Annexure B**, as well as any and all rules, regulations, guidelines, policies and practices of the Employer, which may be amended from time to time. Deloitte LLP and its U.S.-based subsidiaries (the "Deloitte U.S. Firms") requires their employees to make the necessary representations regarding independence and other matters. Because the Employer is an Indian subsidiary of Deloitte LLP, we must also comply with these independence requirements. Accordingly, this offer is conditional upon you agreeing to make such representations under the Employer's Independence Representations requirements, as further explained in **Annexure B**.

Your compensation details are confidential, and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization. We would like you to join the Employer on, or an alternative mutually agreed upon date.

This offer letter, together with the Annexures described herein, and the Non-Disclosure, Non Solicit and Intellectual Property Rights Assignment Agreement, the Information Security Policy (which you are required to sign upon joining), constitute the entire agreement between the parties with respect to the subject matter of this offer, and supersedes all other previous or contemporaneous oral or written representations, understandings or agreements relating to the subject matter of this offer between you and the Employer or its affiliates.


In compliance with applicable laws, Deloitte India (Offices of the US) provides its professionals with home pick-up and drop transport services within **pre-defined** boundary if their shift timings are between 8:30 p.m. - 6:00 a.m. in Hyderabad, 9:00 p.m. - 6:00 a.m. in Mumbai, Pune; 7:00 p.m. – 6:00 a.m. in Gurugram, 8:00 p.m. - 6:00 a.m. in Bengaluru, Chennai, and Kolkata.

This letter and **Deloitte Tax Services India Private Limited** employment application are intended to be final. To accept the offer and the terms of this letter, please sign below in the space provided within three business days.

everyone you have interviewed with joins me in extending to you congratulations and warm regards. We look forward to you joining our team.

Sincerely,

**For Deloitte Tax Services India Private Limited**  
Best regards,

By:   
Signature

**Authorized Signatory**

**Acceptance**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Annexure A****Tax Consultant I -**

<b>Description</b>	<b>Monthly</b> (Rs. per month)	<b>Annual</b> (Rs. per Annum)
Basic Pay	<b>17,500</b>	<b>210,000</b>
House Rent Allowance (HRA)	<b>8,750</b>	<b>105,000</b>
Special Allowance <sup>1a &amp; 1b</sup>	<b>11,867</b>	<b>142,404</b>
Leave Travel Allowance <sup>2</sup>	<b>1,750</b>	<b>21,000</b>
Differential Allowance	<b>5,833</b>	<b>69,996</b>
Meal Card <sup>3</sup>	<b>2,200</b>	<b>26,400</b>
Employer's contribution to PF	<b>2,100</b>	<b>25,200</b>
<b>Total Salary (in Rs.)</b>	<b>50,000</b>	<b>600,000</b>
Variable Bonus*	You are eligible for a performance linked variable bonus. It will be paid out at the end of the fiscal year, as applicable and on the basis of your individual performance and performance of the business	
Medical Insurance Premium <sup>4</sup>	<b>3,014</b>	<b>36,167</b>

\*The Variable Bonus will vary, primarily based on your individual performance and the performance of the business, during the Employer's fiscal year which is June through May. Your performance will be formally assessed as a part of the Employer Performance Review Cycle Process. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount will vary depending upon the business and individual performance and in some circumstances, could exceed the payout range indicated. The performance of all the employees who have joined the Employer prior to March 1st will be assessed for the fiscal year ending in May. The disbursement of a Variable Bonus, if applicable, is subject to you being active on the rolls of the Employer, during the Annual Incentive Program payout cycle for the fiscal year. For employees joining during the period March 1st to May 30th, a prorated Variable Bonus, if applicable, will be based on the first year-end review ratings in the subsequent year and paid during the Annual Incentive Program payout cycle of that year. The Variable Bonus will not be paid in the event of termination of employment for any reason on or before the disbursement time. The application and interpretation of, and any determinations related to, the Variable Bonus is at the sole discretion of Employer. Employer may amend or terminate the Variable Bonus at any time. All compensation and benefits are based on employee's position with the Employer in India.

Contd/-....



Annexure A

<sup>1</sup>All employees may claim tax exemption, subject to tax rules from time to time, from their Special Allowance component, expenses incurred towards communication and Driver / Fuel & Maintenance Expenses as per eligibility mentioned below:

**Employee Level -  
Tax Consultant I**

<sup>1a</sup>Communication Expenses

<sup>1b</sup>Fuel Expenses

Only one Post paid mobile, one Land Phone  
and One internet connection bill(s) can be  
claimed.

Petrol / Driver / Insurance / Repairs &  
Maintenance

**Rs./₹ 3,000/-** per month

**Rs./₹ 7,500/-** per month

<sup>1a</sup> The internet/telephone/mobile bills should be in the Employee's name.

<sup>1b</sup> For claiming vehicle running expenses (Driver / Fuel / Repairs & Maintenance expenses) the vehicle has to be in the name of the Employee and the current tax rules are as under. The above limits will be applicable for all those who are on company car lease program and the below limits will apply for all those who are on self-owned car. In case of company leased car, taxability would be as per the current perquisite valuation rules.

Nature of Expenses	Own Vehicle –Maximum Tax exemption limit per month		
	4 Wheelers (Engine Capacity)		
	<= 1600 cc	> 1600 cc	Two Wheelers
Fuel & Maintenance	Rs. 1,800	Rs. 2,400	Rs. 900
Driver's Salary	Rs. 900	Rs. 900	Not applicable

All employees at and above **Senior Staff** are eligible for the company car lease program. If you choose to avail of this benefit, the amount towards lease rental will be paid by the firm on your behalf to the leasing company and your compensation structure will be adjusted accordingly. A revised letter with the new compensation structure will be issued that will supersede this letter for all practical purposes.

<sup>2</sup> The Leave Travel Allowance (LTA) will be paid on a monthly basis as an allowance with tax deducted at source. If you choose to avail the tax benefit on LTA, you should submit proof of expenses incurred by you for Self and / your immediate dependents. The taxability or otherwise of LTA will be as per the Income Tax Act 1961, details of which will form part of the LTA Form.

<sup>3</sup> Meal Card amount will be credited at the start of each month and for the first month (For New Hires) prorated amount will be processed as part of payroll. If not collected, it will be processed as a taxable amount with the salary.

<sup>4</sup> Annual Floating Medical Insurance Coverage for self and **6 dependents** is being paid by the Employer on your behalf. The premium amount is subject to change every year post renewal of insurance policy. In case you opt for an enhancement of the coverage limit, the additional premium will be adjusted accordingly from the special allowance.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

You may also be eligible to either a One-time Stipend or a temporary lodging basis joining the registered office location, you will receive a survey from Deloitte prior to your joining.

You may select the best option for availing the relocation assistance. If an employee who has availed this reimbursement decides to quit within 18 months from the date of relocation claim for whatever reason, the relocation reimbursement paid to the employee will be recovered in full, from the employee's full and final settlement.

By joining the Company, you will become a member under the 'Deloitte USI Employees Welfare Trust' and may be required to make a nominal contribution as a member.

Original bills towards the above components should be submitted during the Income Tax fiscal period evidencing the expenditure to get Income Tax exemption, failing which the same will attract applicable Income Tax.

Submission of false, tampered or altered bills as proof of expense for any of the above components will result in disciplinary action including termination of employment.

**Your compensation above is subject to income tax deduction per rules and guidelines prescribed under the prevailing tax laws. This may change from time to time in line with the amendments done in tax laws.**



## Annexure B

### **Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement ("Employment Agreement")**

In consideration of my employment by **Deloitte Tax Services India Private Limited**, an Employer incorporated under the provisions of the Companies Act, 1956 and having its registered office **Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District, CIRCLE 3, Hyderabad - 500032, Telangana, India** (the "Employer") as **Tax Consultant I** - and other valuable consideration, I acknowledge and agree that:

#### **PRELIMINARY MATTERS**

**1. Defined Terms.** The italicized terms in this agreement (the "Employment Agreement") are defined in **Exhibit A** hereto.

**2. Pre-existing Agreements or Arrangements.** I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Agreements or Arrangements*. The Employer expects me to abide by all restrictions or obligations that are contained in such Pre-existing Agreements or Arrangements and to avoid involvement, while employed by the Employer, in any matter that could pose a conflict as a result of confidential information or intellectual property obtained by me prior to my *Employment*. I further represent that none of these restrictions or obligations, including those set forth in any non-compete agreements with prior employers, is inconsistent with my acceptance of the Employer's offer of *Employment* or my becoming, and serving as, **Tax Consultant I** of the Employer. To the extent applicable and if I am joining the Employer after having served as an employee or official of the United States Government, I further represent that: (1) I have disclosed my prior participation, if any, in any discussions or negotiations with, or decisions to award contracts to, the Deloitte U.S. Firms while I was employed by the United States Government; and (2) I had either recused myself or had not played an active role in the applicable United States Government agency's decision to award any contracts to the Deloitte U.S. Firms while I was employed by the United States Government.

#### **PROTECTION OF OUR BUSINESS**

**3. Reporting of Proceedings.** Except as provided by law and except as I have disclosed in writing on **Exhibit C** to this Agreement, I represent and warrant that I have no *Proceedings* to report. Should I become a subject of any *Proceedings* during my association with the Employer, I agree to immediately report, in writing, all relevant facts to the Chief Talent Officer of Deloitte LLP, the Regional Talent Director of the Employer, and the Chief Ethics and Compliance Officer of Deloitte LLP. I understand that my responses are subject to audit and review by the Employer and others in accordance with applicable professional, ethical, legal, or Employer requirements, rules, regulations, policies, or practices, or other requests.

**4. Confidentiality.** I acknowledge that, by virtue of my *Employment*, I will acquire and be exposed to, have access to, make use of and/or create *Confidential Information*. Therefore, I agree to hold in trust and confidence all such *Confidential Information*. I will neither disclose any such *Confidential Information* to anyone outside a *Deloitte Entity* without the prior written approval of an *Authorized Signatory*, except as required by my authorized duties for the Employer, nor use any such *Confidential Information* for any purpose other than for the benefit of a *Deloitte Entity*.

**5. Third Party Information and Property.** I agree that during my *Employment*, I shall not use or disclose any confidential information or intellectual property of any former employer or other person or entity without the prior written authorization of such employer, person or entity and the prior written consent of an *Authorized Signatory*. If I were to use or disclose any such Confidential Information or Intellectual Property without prior consent, and any of the *Deloitte Entities* become the subject of any claim from a third party regarding such unauthorized use or disclosure, I agree to hold harmless and indemnify the *Deloitte Entities* for any legal defense costs and/or damages related to any such claim.

**6. Authorization.** Only employees of the Employer holding a senior or managerial position with the Employer will be authorized by a specific authorization, delegation, or power of attorney to sign legal documents, representing the Employer. Similarly, only such authorized employees of the Employer may speak about the Employer, the business and plans, various client-related projects etc.

**7. Competing Activities and Conflict of Interest.** During the period of my *Employment* I will not, directly or indirectly, participate in or in any way render services or assistance to any business that is or may be competitive with a *Deloitte Entity*, whether or not for compensation, or engage in any conduct which might result in, or create the appearance of using my position for private gain or other than for the benefit of a *Deloitte Entity*, or otherwise create a conflict, or the appearance of a conflict, of interest with a *Deloitte Entity*. Such conduct shall include, but not be limited to, having an undisclosed financial interest in any vendor or supplier of a *Deloitte Entity*, accepting payments of any kind or gifts other than of a nominal value from vendors, clients or suppliers, or having an undisclosed relationship with a family member or other individual who is employed or

associated with any entity in active or potential competition with a *Deloitte Entity*, and which creates a conflict of interest. I represent and warrant that I am not currently aware of any present or past violation of this provision.

**8. Authorization to Access Systems and Electronic Communications and use of Deloitte Property.** I understand that while employed with a *Deloitte Entity*, I will use and have access to the Systems. I also acknowledge that a *Deloitte Entity* has the right at any time to access, retrieve, delete, monitor, examine, use and/or disclose my Electronic Communications and information from (or about) me and the content, without notice to me, and that such *Electronic Communications* are considered part of a *Deloitte Entity's* business and client records and are not to be considered private or personal to me or any other *Personnel*. I further acknowledge that this right extends to *Electronic Communications* transmitted for either a business or personal purpose.

I agree that I am authorized to access the *Systems* only for approved business purposes and occasional personal use if such use does not interfere with my work responsibilities and other required business activities, business operations, or *Systems* performance. However, I also acknowledge that such occasional personal use does not create an expectation of privacy as to any of my personal *Electronic Communications* and, as such, are *Deloitte Property*.

I further acknowledge that I am not authorized to use the *Systems* for personal gain or any illegal or unethical use. I agree that under no circumstances am I authorized to access any of the *Systems* for the purpose of obtaining *Deloitte Property* for a competitor of a *Deloitte Entity*, transmitting *Deloitte Property* to me (e.g., emailing *Confidential Information* to my personal email address) or to a third party for purposes other than furthering the business objectives of a *Deloitte Entity*. I am not authorized to download a *Deloitte Entity's Confidential Information* or other *Deloitte Property* to removable media such as a CD Rom, disk or thumb drive other than as authorized for furthering the business objectives of a *Deloitte Entity*.

I will be responsible for the safe keeping and return in good condition and order of all the *Deloitte Property* that may be in my use, custody, care or charge. For the loss of any *Deloitte Property* in my possession or custody or for which I have been assigned responsibility, the Employer will have a right to assess on its own basis and recover from me, the damages in respect of such materials (out of the amounts due to me or otherwise) and to take such other legal action as it deems appropriate including termination of my employment without notice or payment in lieu thereof in the event of my failure to account for such material or property to its satisfaction.

**9. Security.** I am provided with a worktable and lockable storage space. I will ensure they are locked when unattended and understand that a duplicate key will only be provided if I sign for it. I am required to display my identity card to the appropriate security personnel on demand and at all times within the office premises.

**10. Ownership of Works.**

a. I agree that the Employer owns all rights, title and interest in and to all *Works*.

b. I agree that all *Works* are deemed works made for hire under India copyright or applicable laws or equivalent laws of any applicable foreign jurisdiction, and all *Intellectual Property Rights* therein vest automatically in the Employer upon creation of the *Works*. I agree that, to the extent any *Work* is held not to be a work made for hire, I hereby irrevocably assign all *Intellectual Property Rights* in the *Work* to the Employer. Notwithstanding anything contained in Section 19(4) of the Indian Copyright Act, 1957, I agree that such assignment shall continue to be in force for perpetuity irrespective of whether or not the Employer exercises its rights as the assignee for any period of time.

c. I will at all times, even after termination of my *Employment*, do whatever the Employer reasonably requests of me, at the Employer's expense, to document the assignment of any *Works* to the Employer or to assist the Employer in pursuing, renewing, extending or assigning any *Intellectual Property Rights*, and otherwise perfecting, protecting and enforcing said *Intellectual Property Rights* in, any *Works*. I agree that, as between me and the Employer, the Employer shall be the sole author, inventor, and owner of all such *Works* and *Intellectual Property Rights* therein throughout the world, and that the Employer shall have the sole right to seek copyright registrations, patents or trademark registrations, including all extensions and renewals thereof. I also hereby agree that I waive all moral rights in any *Works*.

I also agree to assign all my right, title and interest in and to any particular *Works* to a third party as directed by the Employer.

In the event the Employer is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraphs, I hereby irrevocably designate and appoint the Employer and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and in my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraphs with the same legal force and effect as if executed by me. I hereby waive any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any *Works* assigned hereunder to the Employer.

d. During a 12 month period after termination of my *Employment*, I agree that any *Intellectual Property* I create or conceive that results from and is related to any work assigned to or performed by me for the Employer, or that was created using *Deloitte Property*, is a *Work* that is subject to Paragraph 10 (b) above. For purposes of clarification, the foregoing provision is in addition to, and not in limitation of, any rights and remedies the Employer may have under the applicable laws protecting *Intellectual*

*Property of the Deloitte Entities.*

e. I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Employer) of all *Works* developed by me during the period of my employment with the Employer, which records shall be available to and remain the sole property of the Employer at all times.

**11. Pre-existing Creations; Personal Creations.** My obligations in Paragraph 10 do not apply to *Pre-existing Creations* and *Personal Creations*. I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Creations*. I acknowledge and agree that I will not assert any ownership rights against the *Deloitte Entities*, or their respective clients, with respect to any *Pre-existing Creations* unless they appear on **Exhibit B**, and **Exhibit B** has been accepted and agreed to by an *Authorized Signatory* who has signed at the bottom of such **Exhibit B**. I further agree that I shall not use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment* without the prior written consent of an *Authorized Signatory*. To the extent that I use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment*, I agree that, except as otherwise provided in a written agreement executed by me and the Employer, I hereby grant to the Employer an irrevocable, royalty free, perpetual, fully paid up, transferable, sub-licensable license to use, reproduce, distribute, display, perform, modify and create derivative works of and otherwise exploit such *Pre-existing Creations* or *Personal Creations* for any purpose including, but not limited to, client engagements.

**12. Post- Employment Restrictions re: Clients.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or serving of certain clients related to my work for a *Deloitte Entity* would necessarily involve the unauthorized use or disclosure of *Confidential Information*, and the proprietary relationships and goodwill of the *Deloitte Entities*, and, in the case of my serving of certain clients, could compromise the full compliance of the Employer or another *Deloitte Entity* with the applicable laws, rules and regulations of a U.S. or India regulatory body or other independence-related requirement of a regulatory body. Accordingly, during the period of my *Employment* and for a period of one year thereafter, I will not, directly or indirectly, solicit or provide services to any existing client of a *Deloitte Entity* with which I had personal contact and provided services during the two-year period prior to termination of my *Employment*.

**13. Exceptions to Post- Employment Restrictions re: Clients.** I understand that the obligations of Paragraph 12 will not apply for a period of three (3) years after my start date or the date of my promotion or transfer to clients of a *Deloitte Entity* and/or certain specified kinds of services rendered to such clients that meet all of the following criteria: (a) are personal clients of mine who came to a *Deloitte Entity* solely to avail themselves of certain specified kinds of services rendered by me and only as a result of my own independent recruitment efforts, which a *Deloitte Entity* neither subsidized nor otherwise financially supported as part of a program of client development, (b) are listed on **Exhibit D** expressly by name with respect to client and with sufficient specificity with respect to the kinds of service(s) that I will be permitted to render, and (c) are accepted and agreed to as to their listing on **Exhibit D** by an *Authorized Signatory* who has signed at the bottom of such Exhibit. I agree that after a period of three (3) years from my start date or the date of my promotion or transfer the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on **Exhibit D** to support the application of the obligations of Paragraph 12 to those clients.

**14. Future Employment with Clients.** Except as otherwise provided herein, I understand that I am not prohibited from accepting employment with a client (or an affiliate of such client) of a *Deloitte Entity*. Before entering into substantive discussions with an *Attest Client* regarding any employment opportunity, I acknowledge and agree that during my *Employment* and for five years thereafter I must first notify *Independence* and obtain prior written approval from *Independence*. I acknowledge and understand that it is the intent of the Employer to interpret and apply this provision (a) in an effort to ensure the full compliance of the *Deloitte Entities* with applicable U.S. and India laws, rules, and regulations; (b) to serve the public interest; and (c) to protect the legitimate interests of the *Deloitte Entities* or their respective *Attest Clients* under applicable U.S. or India laws, rules and regulations in a manner that is no greater than is reasonably necessary to protect such interests and without being unduly harsh and oppressive to me and my interests in future employment with an *Attest Client*. Further, I acknowledge and agree that because of, among other things, the importance of the *Deloitte Entities* remaining in compliance with applicable independence rules, such approval may be withheld by *Independence* in the event that my employment with an *Attest Client* would, in the view of Deloitte LLP, be inconsistent with applicable laws, rules and regulations or jeopardize the independence of a *Deloitte Entity* with respect to such *Attest Client*.

**15. Restrictions re: Personnel and Contractors.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or hiring or of any of its *Personnel* or contractors of the *Deloitte Entities*, or my participation in their hiring, admission or retention, would necessarily involve the unauthorized use or disclosure of *Confidential Information* or the proprietary relationships and goodwill of the *Deloitte Entities*. Accordingly, during my *Employment* and for one year thereafter, I will not, directly or indirectly, (a) solicit or attempt to solicit, or participate in the solicitation of or any attempt to solicit any *Personnel* to leave a *Deloitte Entity*, or to join any firm or business with which I may be or become affiliated; (b) participate in the hiring or admission of any *Personnel*; or (c) cause a contractor of a *Deloitte Entity* to cease providing services to, with, or on behalf of the *Deloitte Entity*.

**16. Post- Employment Restrictions re: Deloitte Property.** Upon termination of my *Employment*: (a) I will not use or disclose *Deloitte Property*, including, but not limited to, *Confidential Information* and *Works*, for any purpose; (b) I will not retain or take with me any *Deloitte Property*; (c) I will immediately deliver to a *Deloitte Entity* at any location that it designates, at my expense, within one business day after the termination of my *Employment* or on an alternate date designated by a *Deloitte*

*Entity*, any *Deloitte Property* that I may then or thereafter hold or control; and (d) I agree to allow a *Deloitte Entity* to inspect any of my personal or home computers, including smart phones, tablet computers, or any device, media or location capable of storing electronic data, to determine whether any *Deloitte Property* resides on such computers and to permit a *Deloitte Entity* to remove such *Deloitte Property*.

## **OTHER POST- EMPLOYMENT OBLIGATIONS**

**17. Transition of Work and Cooperation.** Upon termination of my *Employment* for any reason, I will cooperate with a *Deloitte Entity* in all matters relating to the completion of pending work and its orderly transfer. I will also cooperate fully with a *Deloitte Entity* in connection with any threat of or actual legal proceeding against a *Deloitte Entity* or any client, customer or licensor of a *Deloitte Entity* arising out of any matter with or of which I had contact or knowledge during my *Employment*.

**18. Notification of Post- Employment Obligations.** I agree that prior to accepting employment or affiliation with another firm or business I will advise such firm or business of my duties and obligations under this Employment Agreement. After my *Employment* ends, I agree that a *Deloitte Entity* shall be permitted to advise any firm or business with which I have accepted an offer of employment or affiliation concerning my duties and obligations under this Employment Agreement.

**19. Certification.** I agree that during or after my *Employment* I will, if requested, provide written certification in such form as the Employer may require that I have complied with my obligations hereunder, including, without limitation, those obligations set forth in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15 and 16 of this Agreement.

## **OUR ENFORCEMENT RIGHTS AND REMEDIES IN THE EVENT OF A BREACH**

**20. Equitable Relief and Attorney's Fees.** I acknowledge and agree that a breach of this Employment Agreement, including, but not limited to, a breach of my duties and obligations under the terms and conditions of Paragraphs 4, 5, 7, 8, 9, 10, 12, 14, 15 or 16 would cause irreparable harm to the *Deloitte Entities* and that, in addition to other remedies, the Employer on behalf of itself or another *Deloitte Entity* is entitled to a temporary restraining order, an injunction or other equitable relief to prevent any such breach. I also acknowledge that, to the extent permitted by law, a *Deloitte Entity* will be entitled to the payment of the *Deloitte Entities'* reasonable costs and attorney's fees incurred in enforcing this Employment Agreement. I also acknowledge that, to the extent permitted by law, the Employer may request that a court extend the one year period following the termination of my *Employment*, as provided in Paragraphs 12 and 15, to correspond with the period that I participated in activities prohibited by Paragraphs 12 and 15.

**21. Liquidated Damages: Client Fees.** I agree that in the event of a breach under Paragraph 12, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

**22. Liquidated Damages: Compensation.** I agree that the precise amount of damages flowing from a breach under Paragraph 15 would be impracticable or extremely difficult to ascertain in an actual amount. Therefore, I agree that in the event of a breach under Paragraph 15, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by or owed to any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

**23. Right of Inspection.** I agree to permit the Employer (or to use my best efforts to enable the Employer) to inspect my books and records (and the books and records of any entity which employs or is associated or affiliated with me), upon request and at reasonable times, to enable the Employer to confirm the calculations described above and to verify compliance with Paragraphs 12 and 15. The Employer shall keep confidential any proprietary information obtained, except as may be necessary or desirable to enable the Employer to enforce its rights under this Employment Agreement and except as may be required by any statute, court or administrative order to decree or government ruling or regulation.

**MISCELLANEOUS**

**24. Governing Law; Choice of Forum.** This Employment Agreement is deemed to have been executed in the Employer's office in **Hyderabad, Telangana, India** and will be construed and governed in accordance with the laws of the Republic of India without regard to its conflicts-of-law principles. You agree to submit to jurisdiction before any court of record in which the Employer's office to which you were assigned is located, or in which a breach of this Employment Agreement may occur, at the election of the Employer, and you waive any right to raise questions of personal jurisdiction or venue in any action the Employer may bring against you in any such court. You further agree to accept service of process/summons/legal notice from the Employer when that process/summons/legal notice is either sent to your last known address by certified mail or served by any other means permitted under the law of the jurisdiction in which the Employer may bring an action against you.

**25. Modifications.** My obligations hereunder may not be changed or modified, released, discharged, abandoned or terminated, in whole or in part, except by an instrument in writing signed by an *Authorized Signatory*.

**26. Severability.** Every provision of this Employment Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such term or provision will be enforced to the maximum extent permitted by law and, in any event, such illegality or invalidity shall not affect the validity of the remainder of the Employment Agreement.

**27. Blue-Penciling.** If any court determines that any provision of this Employment Agreement, or any part hereof, or the application of any such provision, or any part hereof, to any person or circumstance is unenforceable or void, such court shall have the power to modify such provision, or any part hereof, to the extent necessary to render it legal and enforceable while preserving its intent, or if such modification is not possible, by substituting therefore another provision that is legal and enforceable and that achieves the same objective.

**28. Waiver.** None of my obligations under this Employment Agreement shall be deemed to have been waived by the Employer except if the giving of such waiver is contained in a written notice given to me and no such waiver shall be deemed to be a waiver of any other or further obligation I have under this Employment Agreement.

**29. Entire Agreement.** This Employment Agreement, the Employer's employment application, the Terms and Conditions of Service issued pursuant to the offer of employment and any documentation employing me or transferring me to the Employer, contain the entire understanding between me and the Employer or any other *Deloitte Entity* with respect to the subject matter hereof and supersedes all prior representations, warranties, and agreements with respect to such subject matter, and no representations, warranties or other covenants exist with respect to such subject matter that are not contained or expressly referred to herein. Notwithstanding the foregoing, any written agreement between a *Deloitte Entity* and me with respect to the subject matter hereof that was signed by me prior to the effective date of this Employment Agreement shall remain valid and enforceable according to the terms of such agreement with respect to all acts and omissions occurring prior to the effective date of this Employment Agreement. In the event of a conflict between this Employment Agreement and the employment application or any other document purporting to set forth terms and conditions of my *Employment*, this Employment Agreement will control.

**30. Transfer and Assignment.** Unless as the Employer shall otherwise determine, the rights, obligations and benefits of the Employer under this Employment Agreement, including but not limited to those rights and benefits relating to my post-Employment obligations set forth in this Paragraph 30 and in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19 and 23 above, are transferred and assigned, in whole or in part (as the Employer shall determine) and without the need for my consent or the formality of documentation or prescribed processes, to (a) any *Deloitte Entity* in connection with my transfer to that *Deloitte Entity* or (b) any entity that acquires all or a part of the assets or business of the Employer. All provisions of this Employment Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, representatives, successors, and assigns of the Employer and me, and any *Deloitte Entity* to which I may be transferred during my *Employment*, provided, however, none of my duties or obligations under this Employment Agreement may be assigned or transferred by me to any other person or entity without the Employer's prior written approval of such assignment or transfer. Any purported assignments in violation of this Paragraph 30 shall be null and void.

**31. Headings.** The headings contained in this Employment Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Employment Agreement.

I have read the foregoing, understand it, and agree to comply with its terms.

**For Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
 6718FF75DA89400...

Pooja Madhani

**Talent**

**Authorized Signatory**

Effective as of , I accept all the terms and conditions of the Employer as stipulated in this Employment Agreement.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

**EXHIBIT A**

The definitions below apply to the italicized terms that appear in the Employment Agreement (including the exhibits):

**Attest Client** – attest client (or an affiliate of such client) of Deloitte & Touche LLP or a *Deloitte Entity*.

**Authorized Signatory** – a director, officer or other person who is authorized to sign on behalf of a *Deloitte Entity*.

**Confidential Information** – any information not generally known to the public, in any *Form*, that (1) relates to the operation of a *Deloitte Entity* or provides the *Deloitte Entities* with a competitive advantage, (2) consists of Personally Identifiable Information (*PII*) or other personal information about *Personnel*, client and other third party personnel, independent contractors, subcontractors, agents, vendors, suppliers or others which the Employer or another *Deloitte Entity* receives in the course of business, and (3) all other information entrusted to the Employer or another *Deloitte Entity* by clients and other third parties. *Confidential Information* includes, but is not limited to, *Intellectual Property*, supplier information, designs, business or marketing plans, forecasts and financial information, tax returns, tax identification numbers, agreements, client or prospective client lists, specific information about clients or prospective clients such as preferences for specific products and services, client or prospective client needs based on financial history and past purchases of services, client or prospective client development plans, specific rates charged to a client or offered to a prospective client and other business or client records. *Confidential Information* also includes, but is not limited to, debit or credit card information, employment applications, organization charts, performance ratings and other personnel records.

**Deloitte Entity** – the Employer, Deloitte LLP, and any corporation, company, partnership, limited liability company or other entity (a) that (i) is owned, directly or indirectly, in whole or in part, by Deloitte LLP (the “Deloitte U.S. Firms”), including but not limited to Deloitte LLP subsidiaries in India, the Deloitte Touche Tohmatsu verein, Deloitte Global Services Limited, Deloitte Global Services Holdings Limited, Deloitte Touche Tohmatsu Limited (“DTTL”) or any member firm of DTTL or affiliate thereof (collectively, the “DTTL Member Firms”) or (ii) controls, is controlled by or is under common control with any of the entities listed in clause (i); or (b) in which any *Personnel* participated on its behalf, or carried out any duties with respect to its affairs. For purposes of this Employment Agreement, the term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract, or otherwise.

**Deloitte Property** – *Confidential Information*, *Systems*, equipment, debit and credit cards issued in connection with my *Employment*, furniture, facilities and any and all other materials owned, licensed or leased by a *Deloitte Entity*, including, without limitation, computerized or electronic information and all copies thereof in any form or media, created by, furnished to, obtained by or prepared by me in the course of my employment in any capacity.

**Deloitte India (Offices of the US)** – The following companies shall be deemed to be the affiliates of each other and are collectively referred to as Deloitte India (Offices of the US): (i) Deloitte Consulting India Private Limited (ii) Deloitte Tax Services India Private Limited (iii) Deloitte Support Services India Private Limited (iv) Deloitte Financial Advisory Services India Private Limited and (v) Deloitte & Touche Assurance & Enterprise Risk Services India Private Limited.

**Electronic Communications** – all text, audio, video, images, information, data, files and attachments created, displayed, sent, received, posted, accessed or stored, whether deleted or not, by means of the *Systems*.

**Employment** – the nature of my relationship with the Employer or a *Deloitte Entity* pursuant to this Employment Agreement. Alternatively, and depending on context, *Employment* is the period of time during which this relationship persists.

**Form** – paper, computer disc, USB drive, website; any other tangible or electronic medium by which information may be stored or accessed; and human memory.

**Independence** – National Office (Independence) of Deloitte LLP.

**Intellectual Property** – works of authorship (including, without limitation, books, articles, data compilations, software and other copyrightable materials), materials, patents, inventions, designs, techniques, methodologies, processes, discoveries, know-how, ideas, trade secrets, moral rights, trademarks and other indicia of origin together with the goodwill therein, and all patent applications, copyright and trademark applications and registrations, and extensions and renewals thereof, throughout the world.

**Intellectual Property Rights** – all rights, title and interest in Intellectual Property.

**PCAOB** – the United States Public Company Accounting Oversight Board.

**Personal Creations** – *Intellectual Property* that meet all of the following criteria: (1) it is conceived, developed, and created by me on my own time without using *Deloitte Property* or *Personnel* (during work hours), facilities, *Confidential Information* or *Works* of a *Deloitte Entity*, (2) it is unrelated to the actual or reasonably anticipated business or research and development of a



*Deloitte Entity*, and (3) it does not result from any work performed by me and the *Personnel* (during work hours) for a *Deloitte Entity*.

**Personnel** – partners, principals, members, officers and employees of a *Deloitte Entity*.

**PII** – information (excluding business contact information such as an individual's name and one or more of the following: organization name, organizational title, organizational role, business address, business telephone number (including business cell phone number and business email address) relating to an identified or identifiable natural person. An identifiable natural person is a natural person who can be identified, directly or indirectly, by reference to an identification number or factors specific to his or her physical, physiological, mental, economic, cultural or social identity. Set forth below is a non-exclusive list of information that constitutes PII when such information relates to an identified or identifiable natural person:

- Account number (bank account, credit card, etc.)
- Address
- Biometric identifier
- Certificate or license number
- Date of birth
- Government identifiers (such as PAN)
- Name\*
- Personnel Number
- Photograph or video identifiable to an individual
- Vehicle identifier or serial number
- Other information related to an individual that may directly or indirectly identify that individual (e.g., salary, performance rating, purchase history, call history, etc.)

\* Note: When an individual's name is used with PII that is not business contact information, it is included in the definition of PII.

**Pre-existing Agreements or Arrangements** – agreements or arrangements that (1) relate to any *Pre-existing Creations*; or (2) may affect my ability to comply with the requirements of this Employment Agreement, including all contractual and other restrictions or obligations with other parties, including any post-employment restrictions and required notifications to the extent applicable under 18 United States Code §207, CFR 3.104-4, and India laws, rules and regulations that may or will impose limitations on my professional activities during my *Employment* (such as any non-compete agreements with prior employers and the one-year ban on lobbying contacts).

**Pre-existing Creations** – any *Intellectual Property* and *Intellectual Property Rights* that were developed or created by me, alone or with others, or otherwise acquired by me, before the period of my employment in any capacity with the Employer, in which I claim any ownership or right.

**Proceedings** – past or pending (1) actual or threatened claims or complaints of, or arising out of service to, present or former clients, (2) regulatory, self-regulatory, disciplinary, administrative, civil or criminal investigations, inquiries, charges, complaints, actions, sanctions, alternative dispute resolution proceedings, other proceedings or matters (other than criminal proceedings which relate solely to the operation of a motor vehicle) of any kind or nature, in India or any other jurisdiction, against me, including criminal proceedings arising out of my provision of professional services, proceedings brought by a professional association, or proceedings involving the Securities and Exchange Board of India, United States Securities and Exchange Commission or the PCAOB, other professional bodies like the Institute of Chartered Accountants of India or (3) matters of any kind or nature which could adversely affect my association with the Employer or my ability to perform my duties or responsibilities to the Employer, whether set forth in this Employment Agreement or otherwise, or my registration with or licensure by any governmental, quasi-governmental, or other regulatory agency, body or entity, in or outside the United States or India.

**Systems** – the communications systems or any part of such systems that a *Deloitte Entity* owns, licenses or operates and approves for use, including, but not limited to, e-mail, text messaging, Lotus Notes, Deloitte Online (eRoom), instant messaging, local area network, wide area network, Intranet (e.g., DeloitteNet, D Street), Internet, extranet, collaborative tools (e.g., blogs, wikis, etc.), laptop and desktop computers, servers, air cards, Personal Digital Assistants, cell phones, telephones and voicemail.

**Works** – all *Intellectual Property*, in any *Form*, created by me, alone or with others, during the period of my *Employment* that (1) is created within the scope of my *Employment*; (2) relates in any manner to the actual or anticipated business, research, or development of a *Deloitte Entity*; (3) results from any work assigned to or performed by me, alone or with others, for the Employer; or (4) is created with the use of *Deloitte Property*.

**EXHIBIT B****Pre-existing Creations; Pre-existing Agreements or Arrangements**

I understand and agree that the Employer makes no attempt to verify my claim of ownership to any of the *Pre-existing Creations* listed, and makes no admission that any *Pre-existing Creations* listed are owned by me.

[If yes, please enter details below]

Yes, I do have *Pre-existing Creations*, *Pre-existing Agreements or Arrangements*

No, I do not have *Pre-existing Creations*, *Pre-existing Agreements or Arrangements*

<b><u>Title</u></b>	<b><u>Date</u></b>	<b><u>Brief Description</u></b>
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\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Print)

ACCEPTED AND AGREED TO:

**Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
6718FF75DA89400...

Pooja Madnani

**Talent**

*Its: Authorized Signatory*

\_\_\_\_\_  
Date

An *Authorized Signatory's* signature is required only if *Pre-existing Creations* or *Pre-existing Agreements* or *Arrangements* are listed pursuant to Paragraphs 2 and 11 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment made in light of Paragraph 2 that *Pre-existing Creations*, if any, are described and explained in sufficient detail so that the likelihood of confusion between the employee's *Pre-existing Creations* and the *Intellectual Property* of a *Deloitte Entity* can be avoided or minimized in the future and further indicates that the *Pre-existing Agreements* or *Arrangements* have been obtained and reviewed and that the *Authorized Signatory* is satisfied that such *Pre-existing Agreements* or *Arrangements* will not interfere with the employee's ability to comply with the requirements of this Employment Agreement.

**EXHIBIT C**

**Proceedings**

[none, unless otherwise specified]

Yes, I do have *Proceedings* to report

No, I do not have *Proceedings* to report

My signature below certifies that to the best of my knowledge, the information I have provided above, pursuant to Paragraph 3, is complete and accurate.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

**EXHIBIT D**

**Exceptions to Post-Employment Restrictions: re: Clients**

[none, unless otherwise specified]

As specified in Paragraph 13, I agree that after a period of three (3) years from my start date or the date of my employment, as the case may be, the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on Exhibit D to support the application of the obligations of Paragraph 12 to those clients.

Yes, I do have  
Post-Employment Restrictions  
re: Clients

No, I do not have  
Post-Employment Restrictions  
re: Clients

Name of Client

Specified Kind of Services(s) Permitted

ACCEPTED AND AGREED TO:

\_\_\_\_\_

**Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
6718FF75DA89400...

Pooja Madnani

**Talent**

Its: Authorized Signatory

\_\_\_\_\_  
Date

I have read and understood the above policy terms.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

A n *Authorized Signatory's* signature is required only if information is provided pursuant to Paragraph 13 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment that criteria in Paragraph 13 have been fully satisfied, the clients listed have been properly identified, and the kinds of services permitted have been described with sufficient specificity.

## Terms and Conditions of Service

In continuation to our offer of employment with **Deloitte Tax Services India Private Limited** (the "Employer"), please note the terms and conditions of service.

The italicized terms in these Terms and Conditions of Service are defined in **Exhibit A** of the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement hereto.

### Terms of Service

#### 1. COMPLIANCE WITH INDEPENDENCE, ETHICS AND OTHER REQUIREMENTS

Deloitte & Touche LLP performs attest services for certain of its clients and is subject to the independence requirements of, among others, the United States Securities and Exchange Commission (SEC), the United States Public Company Accounting Oversight Board (PCAOB), and the American Institute of Certified Public Accountants (AICPA). These requirements mandate that certain of the Employer's employees and their relatives be independent of some or all of such attest clients and their affiliates in accordance with the policies of Deloitte LLP and its subsidiaries (the "Deloitte US Entities").

Upon joining the Employer, you will be asked to review a listing of the attest clients and the affiliates of such clients of certain of the Deloitte US Entities and disclose relationships or financial holdings that you or your relatives may have that could affect the independence of the Deloitte US Entities. Any relationships or holdings that conflict with, among other things, the requirements of the SEC, the PCAOB or the AICPA or the independence or ethics policies of the Deloitte US Entities will need to be resolved immediately. Further, you will be required to comply with these policies throughout your career with the Employer, including, when applicable, maintaining a current list of certain of your financial interests (but not their value) in the independence tracking system.

As a condition to your joining the Employer and continued employment, you are required to complete a representation regarding your understanding of, and compliance with, independence and other matters, on a periodical basis (as requested beginning on or prior to the date of you joining the Employer, annually thereafter, and upon certain changes in your role in the Employer), the details of which are provided in the independence representation. An example copy of this representation form is available for your reference on [www.deloittenet.com](http://www.deloittenet.com). The representation should be made to the best of your knowledge and ability. It is your responsibility to consult on any matter should you be uncertain or have a question. You are also requested to refer to [www.deloittenet.com](http://www.deloittenet.com) and *Independence* for more information in this respect. The representations made by you will be subject to an audit and may be reviewed by Deloitte LLP representatives and shared with certain third parties. If you are selected for such an audit, you will need to submit certain personal financial records to Deloitte LLP's internal audit team. Please be assured that Deloitte LLP fully intends to keep all information obtained through the audit process confidential and secure. You hereby give your consent to Deloitte LLP to use the information provided by you for such purposes as provided in the policies regarding independence and ethics.

In the event you (i) do not cooperate or comply with the independence requirements, or (ii) do not complete the necessary representations, or (iii) make inaccurate representation(s); you may be subject to disciplinary action including and up to termination of employment with the Employer.

Please feel free to contact or consult *Independence* should you require any further information or if you have any specific concerns in this respect.

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#### 2. NON DISCLOSURE, NON SOLICIT AND INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AGREEMENT ("Employment Agreement")

You will be expected to sign the Employer's Employment Agreement. Please contact Talent for further details.

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#### 3. HARRASSMENT POLICY

**Administrative Policy Release ("APR") 213** is the Employer's policy prohibiting harassment. Deloitte LLP's subsidiaries located in India ("Deloitte India (Offices of the US)") are committed to providing a working environment that is free from harassment based on caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis, in accordance with applicable Indian central, state or local law. Expressly forbidden are unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Depending on the circumstances, such harassment may also include conduct such as stereotyped or demeaning remarks or gestures or the display or circulation, whether in writing or electronically, of materials or pictures offensive to persons because of their caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis in accordance with applicable Indian central, state or local law. The full policy will be accessible to you on DeloitteNet after joining Deloitte U.S. India.

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#### 4. WORKING HOURS, HOLIDAYS, LEAVES AND MATERNITY BENEFITS

You will be provided with your standard working hours, which may vary over the course of your career. The Employer may, from time to time, subject to applicable laws, require the employee to work beyond these hours.

You shall be entitled to paid holidays and leave as per the Employer's policies.

Women employees are eligible for maternity benefits as per the recent amendments (2017) in the maternity benefit act, 1961, including having 26 weeks of maternity leave with pay, as applicable.

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#### 5. RETIREMENT AGE

The age of retirement for employees of Deloitte India (Offices of the US) is 60 years. Your employment will therefore automatically terminate at the end of the month in which you attain 60 years.

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#### 6. TRANSFERS

You may be transferred, assigned, or asked to attend training at the offices of a Deloitte Entity or its clients or third parties in India or abroad with or without additional compensation. In such an event, you will also be governed by the terms and conditions of service applicable to the transfer, assignment, or training.

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#### 7. NOTICE PERIOD FOR TERMINATION OF SERVICES

The notice period for termination of your services is **60 Days** by either side and/or salary in lieu of notice period on part of the Employer only.

The Employer expects all employees to maintain the highest standards of professional conduct at all times.

In order to assure orderly operations and provide the best possible work environment, the Employer expects you to follow rules of conduct that will protect the interests and safety of all personnel, including but not limited to the Code of Ethics and Professional Conduct.

In the event of any breach of the Code of Ethics and Professional Conduct, non-performance of a contractual obligation or the terms and conditions laid down in this Annexure, or if you engage in any misconduct whether or not in connection with or affecting the business or affairs of the Employer or the work conduct, as specified by Employer, you will be subject to disciplinary action up to and including termination of your services/ employment with the Employer without any notice or payment in lieu of notice notwithstanding any other terms and conditions stipulated herein.

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#### 8. MISCONDUCT

Misconduct may include but is not limited to:

- Irregular attendance: repeated or excessive absence, tardiness or early departures/ late comings without approval.
- Unreported or unapproved absence (including overstay of leave) for more than five consecutive days or deviation from assigned and accepted schedule for more than five days.
- Falsification or manipulation in background verification process or employment records, employment information, or other records prior to or after joining the Employer.
- Falsification or manipulation of Deloitte Time & Expense (DTE).
- Knowingly providing false statements, either verbally or in written form.
- Neglect of normal duties and functions.
- Practices such as reading personal materials during working time, having obscene or inappropriate posters or screen savers at your work station, playing games at your work station, etc.
- Continued discharge of work functions that do not meet the standards reasonably expected.
- Breach of the confidentiality provision in the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement including disclosing to any unauthorized person any *Confidential Information* or *PII*.
- Willful insubordination or disobedience, whether or not in combination with another, of any lawful and reasonable instructions of any member of management or any authorised person.
- Engaging in unapproved outside employment and activities as defined in APR 218 (US & IND)

([https://deloitte.net.deloitte.com/About/Policies/Admin/Pages/218\\_OutsideEmploymentActivities\\_US.aspx](https://deloitte.net.deloitte.com/About/Policies/Admin/Pages/218_OutsideEmploymentActivities_US.aspx)).

- Installing, downloading, copying or duplicating any unauthorized or unlicensed software, programs, games, or attachments on any computer system of the Employer or of any *Deloitte Entity* or its clients.
- Engaging in any illegal activities.
- Workplace violence, including threats of physical violence.
- Corporate credit card delinquencies.
- Causing damage to the property of the Employer, any *Deloitte Entity*, its clients, or their respective personnel
- Going on or abetting a strike in contravention of any law.
- Theft of any property belonging to another, the Employer or any *Deloitte Entity*, or their respective personnel, clients, or visitors
- Possession of firearms, explosives, knives or any instruments that can be used as an injurious or deadly weapon in the workplace or at any *Deloitte Entity* sponsored event.
- Corruption, fraud, or misappropriation of funds.
- Failure to comply with the policies, guidelines, rules and regulations of the Employer or a *Deloitte Entity* as applicable.
- Excessive personal use of the Employer's telephone, fax or computer systems.
- Failure to adhere to applicable laws.
- Any act prejudicial to or in conflict with the interests of the Employer or a *Deloitte Entity*.

The above terms and conditions are based on, and should be read in conjunction with, the Employer's policies, guidelines, procedures and other rules currently applicable, including but not limited to Administrative Policy Releases (APRs) and Deloitte India (Offices of the US)'s other policies, guidelines, rules, and regulations. The above rules are subject to amendments from time to time and the amended rules, policies, procedures, and guidelines would be posted on the Employer's Intranet site i.e. <https://deloitte.net.deloitte.com/Pages/Home.aspx> for employee reference. The policies will be updated from time to time in the future and we deem to have your consent to any and all such changes. Furthermore, upon acceptance of employment with the Employer, you may be requested to read and acknowledge acceptance of various policies and guidelines of the Employer. It is expected that you will read and acknowledge all such communications.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name



### Training Agreement

On behalf of **Deloitte Tax Services India Private Limited**, please accept our congratulations on your recent offer of employment to join the Company as **Tax Consultant I** pursuant to the terms and conditions of your offer letter dated **August 26, 2024**. You made a very favorable impression with everyone you met and we are excited about the possibility of you joining the Company.

As you may be aware, as a condition of employment with the Company, you may be required to travel Overseas to attend a series of training sessions for a period of up to 90 days. This training will be a combination of classroom procedural training as well as on-site training to observe employees conducting similar work at various client locations. This training represents the confidence we have in your ability to be a valuable member of the practice of the Company.

As per Company policy, we kindly bring to your attention that all employees attending training overseas are required to sign a Training Agreement which will obligate the employee to repay a calculated amount of the costs associated with the training, only if the employee resigns his/her position or are terminated for cause within a specified period after completion of the training (usually between 6 to 18 months). This repayment obligation disappears after the specified period of time has lapsed. We all look forward to seeing you again soon and having you join our team of outstanding professionals.

Sincerely,

For **Deloitte Tax Services India Private Limited**

DocuSigned by:

*Pooja Madhuni*

6718FF75DA89400...

By:

Signature

**Authorized Signatory**





**Deloitte Tax Services India Private Limited**  
**Deloitte Tower Survey No. 41 Gachibowli Village, Ranga**  
**Reddy District, CIRCLE 3, Hyderabad - 500032, Telangana,**  
**India**

**Tel: +91 040 67621000**  
**www.deloitte.com**

**Subject: Offer of Employment**

**Dear THARUN C V:**

On behalf of **Deloitte Tax Services India Private Limited** (the "Employer" or "Company"), I am pleased to confirm our offer of employment to you as **Tax Consultant I** based in **Hyderabad**.

We extend this offer, and the opportunity it represents, with great confidence in your abilities. You have made a very favorable impression with everyone you met and we are excited with the prospect of you joining our organization on **JUNE 26, 2022**.

Your immediate manager will communicate details of your role and work responsibilities in the initial weeks of your joining the Employer. During your employment, the Company may require you to work on any project that you are assigned to, on any technical platforms/skills and nature of the project, in differentiated work timing, at designated work space and location as may be decided by the company.

As part of your annual compensation, you will receive a Total Salary of **Rs 382500** and, will be eligible for a performance linked variable bonus. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount could vary depending upon the business and individual performance each fiscal year and, in some situations, could exceed the payout range indicated. Any amounts paid will be subject to statutory and other deductions as per Employer policies and practices. The details of your compensation breakdown are provided in the attached Annexure A.

As an incentive to join the Company, you are eligible to receive a joining bonus of **Rs./₹ 100,000/-** subject to your reporting for full-time employment on **JUNE 26, 2022**. This amount will attract applicable taxes and will be processed as part of your first month's payroll. You will have an obligation to repay the entire amount of your joining bonus if you resign your position or are terminated for cause by the Company within **12 months** of your start date.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

Your employment with us will be governed by the Terms and Conditions as detailed in **Annexure B**, as well as any and all rules, regulations, guidelines, policies and practices of the Employer, which may be amended from time to time. Deloitte LLP and its U.S.-based subsidiaries (the "Deloitte U.S. Firms") requires their employees to make the necessary representations regarding independence and other matters. Because the Employer is an Indian subsidiary of Deloitte LLP, we must also comply with these independence requirements. Accordingly, this offer is conditional upon you agreeing to make such representations under the Employer's Independence Representations requirements, as further explained in **Annexure B**.

Your compensation details are confidential, and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization. We would like you to join the Employer on, or an alternative mutually agreed upon date.

This offer letter, together with the Annexures described herein, and the Non-Disclosure, Non Solicit and Intellectual Property Rights Assignment Agreement, the Information Security Policy (which you are required to sign upon joining), constitute the entire agreement between the parties with respect to the subject matter of this offer, and supersedes all other previous or contemporaneous oral or written representations, understandings or agreements relating to the subject matter of this offer between you and the Employer or its affiliates.

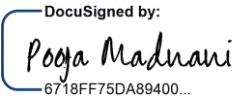
In compliance with applicable laws, Deloitte India (Offices of the US) provides its professionals with home pick-up and drop transport services within **pre-defined** boundary if their shift timings are between 8:30 p.m. - 6:00 a.m. in Hyderabad, 9:00 p.m. - 6:00 a.m. in Mumbai, Pune; 7:00 p.m. – 6:00 a.m. in Gurugram, 8:00 p.m. - 6:00 a.m. in Bengaluru, Chennai, and Kolkata.

This letter and **Deloitte Tax Services India Private Limited** employment application are intended to be final. To accept the offer and the terms of this letter, please sign below in the space provided within three business days.

everyone you have interviewed with joins me in extending to you congratulations and warm regards. We look forward to you joining our team.

Sincerely,

**For Deloitte Tax Services India Private Limited**  
Best regards,

By:   
Signature

**Authorized Signatory**

**Acceptance**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Annexure A****Tax Consultant I -**

<b>Description</b>	<b>Monthly</b> (Rs. per month)	<b>Annual</b> (Rs. per Annum)
Basic Pay	<b>17,500</b>	<b>210,000</b>
House Rent Allowance (HRA)	<b>8,750</b>	<b>105,000</b>
Special Allowance <sup>1a &amp; 1b</sup>	<b>11,867</b>	<b>142,404</b>
Leave Travel Allowance <sup>2</sup>	<b>1,750</b>	<b>21,000</b>
Differential Allowance	<b>5,833</b>	<b>69,996</b>
Meal Card <sup>3</sup>	<b>2,200</b>	<b>26,400</b>
Employer's contribution to PF	<b>2,100</b>	<b>25,200</b>
<b>Total Salary (in Rs.)</b>	<b>50,000</b>	<b>600,000</b>
Variable Bonus*	You are eligible for a performance linked variable bonus. It will be paid out at the end of the fiscal year, as applicable and on the basis of your individual performance and performance of the business	
Medical Insurance Premium <sup>4</sup>	<b>3,014</b>	<b>36,167</b>

\*The Variable Bonus will vary, primarily based on your individual performance and the performance of the business, during the Employer's fiscal year which is June through May. Your performance will be formally assessed as a part of the Employer Performance Review Cycle Process. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount will vary depending upon the business and individual performance and in some circumstances, could exceed the payout range indicated. The performance of all the employees who have joined the Employer prior to March 1st will be assessed for the fiscal year ending in May. The disbursement of a Variable Bonus, if applicable, is subject to you being active on the rolls of the Employer, during the Annual Incentive Program payout cycle for the fiscal year. For employees joining during the period March 1st to May 30th, a prorated Variable Bonus, if applicable, will be based on the first year-end review ratings in the subsequent year and paid during the Annual Incentive Program payout cycle of that year. The Variable Bonus will not be paid in the event of termination of employment for any reason on or before the disbursement time. The application and interpretation of, and any determinations related to, the Variable Bonus is at the sole discretion of Employer. Employer may amend or terminate the Variable Bonus at any time. All compensation and benefits are based on employee's position with the Employer in India.

Contd/-....

Annexure A

<sup>1</sup>All employees may claim tax exemption, subject to tax rules from time to time, from their Special Allowance component, expenses incurred towards communication and Driver / Fuel & Maintenance Expenses as per eligibility mentioned below:

**Employee Level -  
Tax Consultant I**

<sup>1a</sup>Communication Expenses

<sup>1b</sup>Fuel Expenses

Only one Post paid mobile, one Land Phone  
and One internet connection bill(s) can be  
claimed.

Petrol / Driver / Insurance / Repairs &  
Maintenance

**Rs./₹ 3,000/-** per month

**Rs./₹ 7,500/-** per month

<sup>1a</sup> The internet/telephone/mobile bills should be in the Employee's name.

<sup>1b</sup> For claiming vehicle running expenses (Driver / Fuel / Repairs & Maintenance expenses) the vehicle has to be in the name of the Employee and the current tax rules are as under. The above limits will be applicable for all those who are on company car lease program and the below limits will apply for all those who are on self-owned car. In case of company leased car, taxability would be as per the current perquisite valuation rules.

Nature of Expenses	Own Vehicle –Maximum Tax exemption limit per month		
	4 Wheelers (Engine Capacity)		
	<= 1600 cc	> 1600 cc	Two Wheelers
Fuel & Maintenance	Rs. 1,800	Rs. 2,400	Rs. 900
Driver's Salary	Rs. 900	Rs. 900	Not applicable

All employees at and above **Senior Staff** are eligible for the company car lease program. If you choose to avail of this benefit, the amount towards lease rental will be paid by the firm on your behalf to the leasing company and your compensation structure will be adjusted accordingly. A revised letter with the new compensation structure will be issued that will supersede this letter for all practical purposes.

<sup>2</sup> The Leave Travel Allowance (LTA) will be paid on a monthly basis as an allowance with tax deducted at source. If you choose to avail the tax benefit on LTA, you should submit proof of expenses incurred by you for Self and / your immediate dependents. The taxability or otherwise of LTA will be as per the Income Tax Act 1961, details of which will form part of the LTA Form.

<sup>3</sup> Meal Card amount will be credited at the start of each month and for the first month (For New Hires) prorated amount will be processed as part of payroll. If not collected, it will be processed as a taxable amount with the salary.

<sup>4</sup> Annual Floating Medical Insurance Coverage for self and **6 dependents** is being paid by the Employer on your behalf. The premium amount is subject to change every year post renewal of insurance policy. In case you opt for an enhancement of the coverage limit, the additional premium will be adjusted accordingly from the special allowance.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

You may also be eligible to either a One-time Stipend or a temporary lodging basis joining the registered office location, you will receive a survey from Deloitte prior to your joining.

You may select the best option for availing the relocation assistance. If an employee who has availed this reimbursement decides to quit within 18 months from the date of relocation claim for whatever reason, the relocation reimbursement paid to the employee will be recovered in full, from the employee's full and final settlement.

By joining the Company, you will become a member under the 'Deloitte USI Employees Welfare Trust' and may be required to make a nominal contribution as a member.

Original bills towards the above components should be submitted during the Income Tax fiscal period evidencing the expenditure to get Income Tax exemption, failing which the same will attract applicable Income Tax.

Submission of false, tampered or altered bills as proof of expense for any of the above components will result in disciplinary action including termination of employment.

**Your compensation above is subject to income tax deduction per rules and guidelines prescribed under the prevailing tax laws. This may change from time to time in line with the amendments done in tax laws.**



## Annexure B

### **Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement ("Employment Agreement")**

In consideration of my employment by **Deloitte Tax Services India Private Limited**, an Employer incorporated under the provisions of the Companies Act, 1956 and having its registered office **Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District, CIRCLE 3, Hyderabad - 500032, Telangana, India** (the "Employer") as **Tax Consultant I** - and other valuable consideration, I acknowledge and agree that:

#### **PRELIMINARY MATTERS**

**1. Defined Terms.** The italicized terms in this agreement (the "Employment Agreement") are defined in **Exhibit A** hereto.

**2. Pre-existing Agreements or Arrangements.** I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Agreements or Arrangements*. The Employer expects me to abide by all restrictions or obligations that are contained in such Pre-existing Agreements or Arrangements and to avoid involvement, while employed by the Employer, in any matter that could pose a conflict as a result of confidential information or intellectual property obtained by me prior to my *Employment*. I further represent that none of these restrictions or obligations, including those set forth in any non-compete agreements with prior employers, is inconsistent with my acceptance of the Employer's offer of *Employment* or my becoming, and serving as, **Tax Consultant I** of the Employer. To the extent applicable and if I am joining the Employer after having served as an employee or official of the United States Government, I further represent that: (1) I have disclosed my prior participation, if any, in any discussions or negotiations with, or decisions to award contracts to, the Deloitte U.S. Firms while I was employed by the United States Government; and (2) I had either recused myself or had not played an active role in the applicable United States Government agency's decision to award any contracts to the Deloitte U.S. Firms while I was employed by the United States Government.

#### **PROTECTION OF OUR BUSINESS**

**3. Reporting of Proceedings.** Except as provided by law and except as I have disclosed in writing on **Exhibit C** to this Agreement, I represent and warrant that I have no *Proceedings* to report. Should I become a subject of any *Proceedings* during my association with the Employer, I agree to immediately report, in writing, all relevant facts to the Chief Talent Officer of Deloitte LLP, the Regional Talent Director of the Employer, and the Chief Ethics and Compliance Officer of Deloitte LLP. I understand that my responses are subject to audit and review by the Employer and others in accordance with applicable professional, ethical, legal, or Employer requirements, rules, regulations, policies, or practices, or other requests.

**4. Confidentiality.** I acknowledge that, by virtue of my *Employment*, I will acquire and be exposed to, have access to, make use of and/or create *Confidential Information*. Therefore, I agree to hold in trust and confidence all such *Confidential Information*. I will neither disclose any such *Confidential Information* to anyone outside a *Deloitte Entity* without the prior written approval of an *Authorized Signatory*, except as required by my authorized duties for the Employer, nor use any such *Confidential Information* for any purpose other than for the benefit of a *Deloitte Entity*.

**5. Third Party Information and Property.** I agree that during my *Employment*, I shall not use or disclose any confidential information or intellectual property of any former employer or other person or entity without the prior written authorization of such employer, person or entity and the prior written consent of an *Authorized Signatory*. If I were to use or disclose any such Confidential Information or Intellectual Property without prior consent, and any of the *Deloitte Entities* become the subject of any claim from a third party regarding such unauthorized use or disclosure, I agree to hold harmless and indemnify the *Deloitte Entities* for any legal defense costs and/or damages related to any such claim.

**6. Authorization.** Only employees of the Employer holding a senior or managerial position with the Employer will be authorized by a specific authorization, delegation, or power of attorney to sign legal documents, representing the Employer. Similarly, only such authorized employees of the Employer may speak about the Employer, the business and plans, various client-related projects etc.

**7. Competing Activities and Conflict of Interest.** During the period of my *Employment* I will not, directly or indirectly, participate in or in any way render services or assistance to any business that is or may be competitive with a *Deloitte Entity*, whether or not for compensation, or engage in any conduct which might result in, or create the appearance of using my position for private gain or other than for the benefit of a *Deloitte Entity*, or otherwise create a conflict, or the appearance of a conflict, of interest with a *Deloitte Entity*. Such conduct shall include, but not be limited to, having an undisclosed financial interest in any vendor or supplier of a *Deloitte Entity*, accepting payments of any kind or gifts other than of a nominal value from vendors, clients or suppliers, or having an undisclosed relationship with a family member or other individual who is employed or

associated with any entity in active or potential competition with a *Deloitte Entity*, and which creates a conflict of interest. I represent and warrant that I am not currently aware of any present or past violation of this provision.

**8. Authorization to Access Systems and Electronic Communications and use of Deloitte Property.** I understand that while employed with a *Deloitte Entity*, I will use and have access to the Systems. I also acknowledge that a *Deloitte Entity* has the right at any time to access, retrieve, delete, monitor, examine, use and/or disclose my Electronic Communications and information from (or about) me and the content, without notice to me, and that such *Electronic Communications* are considered part of a *Deloitte Entity's* business and client records and are not to be considered private or personal to me or any other *Personnel*. I further acknowledge that this right extends to *Electronic Communications* transmitted for either a business or personal purpose.

I agree that I am authorized to access the *Systems* only for approved business purposes and occasional personal use if such use does not interfere with my work responsibilities and other required business activities, business operations, or *Systems* performance. However, I also acknowledge that such occasional personal use does not create an expectation of privacy as to any of my personal *Electronic Communications* and, as such, are *Deloitte Property*.

I further acknowledge that I am not authorized to use the *Systems* for personal gain or any illegal or unethical use. I agree that under no circumstances am I authorized to access any of the *Systems* for the purpose of obtaining *Deloitte Property* for a competitor of a *Deloitte Entity*, transmitting *Deloitte Property* to me (e.g., emailing *Confidential Information* to my personal email address) or to a third party for purposes other than furthering the business objectives of a *Deloitte Entity*. I am not authorized to download a *Deloitte Entity's Confidential Information* or other *Deloitte Property* to removable media such as a CD Rom, disk or thumb drive other than as authorized for furthering the business objectives of a *Deloitte Entity*.

I will be responsible for the safe keeping and return in good condition and order of all the *Deloitte Property* that may be in my use, custody, care or charge. For the loss of any *Deloitte Property* in my possession or custody or for which I have been assigned responsibility, the Employer will have a right to assess on its own basis and recover from me, the damages in respect of such materials (out of the amounts due to me or otherwise) and to take such other legal action as it deems appropriate including termination of my employment without notice or payment in lieu thereof in the event of my failure to account for such material or property to its satisfaction.

**9. Security.** I am provided with a worktable and lockable storage space. I will ensure they are locked when unattended and understand that a duplicate key will only be provided if I sign for it. I am required to display my identity card to the appropriate security personnel on demand and at all times within the office premises.

**10. Ownership of Works.**

a. I agree that the Employer owns all rights, title and interest in and to all *Works*.

b. I agree that all *Works* are deemed works made for hire under India copyright or applicable laws or equivalent laws of any applicable foreign jurisdiction, and all *Intellectual Property Rights* therein vest automatically in the Employer upon creation of the *Works*. I agree that, to the extent any *Work* is held not to be a work made for hire, I hereby irrevocably assign all *Intellectual Property Rights* in the *Work* to the Employer. Notwithstanding anything contained in Section 19(4) of the Indian Copyright Act, 1957, I agree that such assignment shall continue to be in force for perpetuity irrespective of whether or not the Employer exercises its rights as the assignee for any period of time.

c. I will at all times, even after termination of my *Employment*, do whatever the Employer reasonably requests of me, at the Employer's expense, to document the assignment of any *Works* to the Employer or to assist the Employer in pursuing, renewing, extending or assigning any *Intellectual Property Rights*, and otherwise perfecting, protecting and enforcing said *Intellectual Property Rights* in, any *Works*. I agree that, as between me and the Employer, the Employer shall be the sole author, inventor, and owner of all such *Works* and *Intellectual Property Rights* therein throughout the world, and that the Employer shall have the sole right to seek copyright registrations, patents or trademark registrations, including all extensions and renewals thereof. I also hereby agree that I waive all moral rights in any *Works*.

I also agree to assign all my right, title and interest in and to any particular *Works* to a third party as directed by the Employer.

In the event the Employer is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraphs, I hereby irrevocably designate and appoint the Employer and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and in my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraphs with the same legal force and effect as if executed by me. I hereby waive any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any *Works* assigned hereunder to the Employer.

d. During a 12 month period after termination of my *Employment*, I agree that any *Intellectual Property* I create or conceive that results from and is related to any work assigned to or performed by me for the Employer, or that was created using *Deloitte Property*, is a *Work* that is subject to Paragraph 10 (b) above. For purposes of clarification, the foregoing provision is in addition to, and not in limitation of, any rights and remedies the Employer may have under the applicable laws protecting *Intellectual*

*Property of the Deloitte Entities.*

e. I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Employer) of all *Works* developed by me during the period of my employment with the Employer, which records shall be available to and remain the sole property of the Employer at all times.

**11. Pre-existing Creations; Personal Creations.** My obligations in Paragraph 10 do not apply to *Pre-existing Creations* and *Personal Creations*. I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Creations*. I acknowledge and agree that I will not assert any ownership rights against the *Deloitte Entities*, or their respective clients, with respect to any *Pre-existing Creations* unless they appear on **Exhibit B**, and **Exhibit B** has been accepted and agreed to by an *Authorized Signatory* who has signed at the bottom of such **Exhibit B**. I further agree that I shall not use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment* without the prior written consent of an *Authorized Signatory*. To the extent that I use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment*, I agree that, except as otherwise provided in a written agreement executed by me and the Employer, I hereby grant to the Employer an irrevocable, royalty free, perpetual, fully paid up, transferable, sub-licensable license to use, reproduce, distribute, display, perform, modify and create derivative works of and otherwise exploit such *Pre-existing Creations* or *Personal Creations* for any purpose including, but not limited to, client engagements.

**12. Post- Employment Restrictions re: Clients.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or serving of certain clients related to my work for a *Deloitte Entity* would necessarily involve the unauthorized use or disclosure of *Confidential Information*, and the proprietary relationships and goodwill of the *Deloitte Entities*, and, in the case of my serving of certain clients, could compromise the full compliance of the Employer or another *Deloitte Entity* with the applicable laws, rules and regulations of a U.S. or India regulatory body or other independence-related requirement of a regulatory body. Accordingly, during the period of my *Employment* and for a period of one year thereafter, I will not, directly or indirectly, solicit or provide services to any existing client of a *Deloitte Entity* with which I had personal contact and provided services during the two-year period prior to termination of my *Employment*.

**13. Exceptions to Post- Employment Restrictions re: Clients.** I understand that the obligations of Paragraph 12 will not apply for a period of three (3) years after my start date or the date of my promotion or transfer to clients of a *Deloitte Entity* and/or certain specified kinds of services rendered to such clients that meet all of the following criteria: (a) are personal clients of mine who came to a *Deloitte Entity* solely to avail themselves of certain specified kinds of services rendered by me and only as a result of my own independent recruitment efforts, which a *Deloitte Entity* neither subsidized nor otherwise financially supported as part of a program of client development, (b) are listed on **Exhibit D** expressly by name with respect to client and with sufficient specificity with respect to the kinds of service(s) that I will be permitted to render, and (c) are accepted and agreed to as to their listing on **Exhibit D** by an *Authorized Signatory* who has signed at the bottom of such Exhibit. I agree that after a period of three (3) years from my start date or the date of my promotion or transfer the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on **Exhibit D** to support the application of the obligations of Paragraph 12 to those clients.

**14. Future Employment with Clients.** Except as otherwise provided herein, I understand that I am not prohibited from accepting employment with a client (or an affiliate of such client) of a *Deloitte Entity*. Before entering into substantive discussions with an *Attest Client* regarding any employment opportunity, I acknowledge and agree that during my *Employment* and for five years thereafter I must first notify *Independence* and obtain prior written approval from *Independence*. I acknowledge and understand that it is the intent of the Employer to interpret and apply this provision (a) in an effort to ensure the full compliance of the *Deloitte Entities* with applicable U.S. and India laws, rules, and regulations; (b) to serve the public interest; and (c) to protect the legitimate interests of the *Deloitte Entities* or their respective *Attest Clients* under applicable U.S. or India laws, rules and regulations in a manner that is no greater than is reasonably necessary to protect such interests and without being unduly harsh and oppressive to me and my interests in future employment with an *Attest Client*. Further, I acknowledge and agree that because of, among other things, the importance of the *Deloitte Entities* remaining in compliance with applicable independence rules, such approval may be withheld by *Independence* in the event that my employment with an *Attest Client* would, in the view of Deloitte LLP, be inconsistent with applicable laws, rules and regulations or jeopardize the independence of a *Deloitte Entity* with respect to such *Attest Client*.

**15. Restrictions re: Personnel and Contractors.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or hiring or of any of its *Personnel* or contractors of the *Deloitte Entities*, or my participation in their hiring, admission or retention, would necessarily involve the unauthorized use or disclosure of *Confidential Information* or the proprietary relationships and goodwill of the *Deloitte Entities*. Accordingly, during my *Employment* and for one year thereafter, I will not, directly or indirectly, (a) solicit or attempt to solicit, or participate in the solicitation of or any attempt to solicit any *Personnel* to leave a *Deloitte Entity*, or to join any firm or business with which I may be or become affiliated; (b) participate in the hiring or admission of any *Personnel*; or (c) cause a contractor of a *Deloitte Entity* to cease providing services to, with, or on behalf of the *Deloitte Entity*.

**16. Post- Employment Restrictions re: Deloitte Property.** Upon termination of my *Employment*: (a) I will not use or disclose *Deloitte Property*, including, but not limited to, *Confidential Information* and *Works*, for any purpose; (b) I will not retain or take with me any *Deloitte Property*; (c) I will immediately deliver to a *Deloitte Entity* at any location that it designates, at my expense, within one business day after the termination of my *Employment* or on an alternate date designated by a *Deloitte*

*Entity*, any *Deloitte Property* that I may then or thereafter hold or control; and (d) I agree to allow a *Deloitte Entity* to inspect any of my personal or home computers, including smart phones, tablet computers, or any device, media or location capable of storing electronic data, to determine whether any *Deloitte Property* resides on such computers and to permit a *Deloitte Entity* to remove such *Deloitte Property*.

## OTHER POST- EMPLOYMENT OBLIGATIONS

**17. Transition of Work and Cooperation.** Upon termination of my *Employment* for any reason, I will cooperate with a *Deloitte Entity* in all matters relating to the completion of pending work and its orderly transfer. I will also cooperate fully with a *Deloitte Entity* in connection with any threat of or actual legal proceeding against a *Deloitte Entity* or any client, customer or licensor of a *Deloitte Entity* arising out of any matter with or of which I had contact or knowledge during my *Employment*.

**18. Notification of Post- Employment Obligations.** I agree that prior to accepting employment or affiliation with another firm or business I will advise such firm or business of my duties and obligations under this Employment Agreement. After my *Employment* ends, I agree that a *Deloitte Entity* shall be permitted to advise any firm or business with which I have accepted an offer of employment or affiliation concerning my duties and obligations under this Employment Agreement.

**19. Certification.** I agree that during or after my *Employment* I will, if requested, provide written certification in such form as the Employer may require that I have complied with my obligations hereunder, including, without limitation, those obligations set forth in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15 and 16 of this Agreement.

## OUR ENFORCEMENT RIGHTS AND REMEDIES IN THE EVENT OF A BREACH

**20. Equitable Relief and Attorney's Fees.** I acknowledge and agree that a breach of this Employment Agreement, including, but not limited to, a breach of my duties and obligations under the terms and conditions of Paragraphs 4, 5, 7, 8, 9, 10, 12, 14, 15 or 16 would cause irreparable harm to the *Deloitte Entities* and that, in addition to other remedies, the Employer on behalf of itself or another *Deloitte Entity* is entitled to a temporary restraining order, an injunction or other equitable relief to prevent any such breach. I also acknowledge that, to the extent permitted by law, a *Deloitte Entity* will be entitled to the payment of the *Deloitte Entities'* reasonable costs and attorney's fees incurred in enforcing this Employment Agreement. I also acknowledge that, to the extent permitted by law, the Employer may request that a court extend the one year period following the termination of my *Employment*, as provided in Paragraphs 12 and 15, to correspond with the period that I participated in activities prohibited by Paragraphs 12 and 15.

**21. Liquidated Damages: Client Fees.** I agree that in the event of a breach under Paragraph 12, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

**22. Liquidated Damages: Compensation.** I agree that the precise amount of damages flowing from a breach under Paragraph 15 would be impracticable or extremely difficult to ascertain in an actual amount. Therefore, I agree that in the event of a breach under Paragraph 15, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by or owed to any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

**23. Right of Inspection.** I agree to permit the Employer (or to use my best efforts to enable the Employer) to inspect my books and records (and the books and records of any entity which employs or is associated or affiliated with me), upon request and at reasonable times, to enable the Employer to confirm the calculations described above and to verify compliance with Paragraphs 12 and 15. The Employer shall keep confidential any proprietary information obtained, except as may be necessary or desirable to enable the Employer to enforce its rights under this Employment Agreement and except as may be required by any statute, court or administrative order to decree or government ruling or regulation.



**MISCELLANEOUS**

**24. Governing Law; Choice of Forum.** This Employment Agreement is deemed to have been executed in the Employer's office in **Hyderabad, Telangana, India** and will be construed and governed in accordance with the laws of the Republic of India without regard to its conflicts-of-law principles. You agree to submit to jurisdiction before any court of record in which the Employer's office to which you were assigned is located, or in which a breach of this Employment Agreement may occur, at the election of the Employer, and you waive any right to raise questions of personal jurisdiction or venue in any action the Employer may bring against you in any such court. You further agree to accept service of process/summons/legal notice from the Employer when that process/summons/legal notice is either sent to your last known address by certified mail or served by any other means permitted under the law of the jurisdiction in which the Employer may bring an action against you.

**25. Modifications.** My obligations hereunder may not be changed or modified, released, discharged, abandoned or terminated, in whole or in part, except by an instrument in writing signed by an *Authorized Signatory*.

**26. Severability.** Every provision of this Employment Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such term or provision will be enforced to the maximum extent permitted by law and, in any event, such illegality or invalidity shall not affect the validity of the remainder of the Employment Agreement.

**27. Blue-Penciling.** If any court determines that any provision of this Employment Agreement, or any part hereof, or the application of any such provision, or any part hereof, to any person or circumstance is unenforceable or void, such court shall have the power to modify such provision, or any part hereof, to the extent necessary to render it legal and enforceable while preserving its intent, or if such modification is not possible, by substituting therefore another provision that is legal and enforceable and that achieves the same objective.

**28. Waiver.** None of my obligations under this Employment Agreement shall be deemed to have been waived by the Employer except if the giving of such waiver is contained in a written notice given to me and no such waiver shall be deemed to be a waiver of any other or further obligation I have under this Employment Agreement.

**29. Entire Agreement.** This Employment Agreement, the Employer's employment application, the Terms and Conditions of Service issued pursuant to the offer of employment and any documentation employing me or transferring me to the Employer, contain the entire understanding between me and the Employer or any other *Deloitte Entity* with respect to the subject matter hereof and supersedes all prior representations, warranties, and agreements with respect to such subject matter, and no representations, warranties or other covenants exist with respect to such subject matter that are not contained or expressly referred to herein. Notwithstanding the foregoing, any written agreement between a *Deloitte Entity* and me with respect to the subject matter hereof that was signed by me prior to the effective date of this Employment Agreement shall remain valid and enforceable according to the terms of such agreement with respect to all acts and omissions occurring prior to the effective date of this Employment Agreement. In the event of a conflict between this Employment Agreement and the employment application or any other document purporting to set forth terms and conditions of my *Employment*, this Employment Agreement will control.

**30. Transfer and Assignment.** Unless as the Employer shall otherwise determine, the rights, obligations and benefits of the Employer under this Employment Agreement, including but not limited to those rights and benefits relating to my post-Employment obligations set forth in this Paragraph 30 and in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19 and 23 above, are transferred and assigned, in whole or in part (as the Employer shall determine) and without the need for my consent or the formality of documentation or prescribed processes, to (a) any *Deloitte Entity* in connection with my transfer to that *Deloitte Entity* or (b) any entity that acquires all or a part of the assets or business of the Employer. All provisions of this Employment Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, representatives, successors, and assigns of the Employer and me, and any *Deloitte Entity* to which I may be transferred during my *Employment*, provided, however, none of my duties or obligations under this Employment Agreement may be assigned or transferred by me to any other person or entity without the Employer's prior written approval of such assignment or transfer. Any purported assignments in violation of this Paragraph 30 shall be null and void.

**31. Headings.** The headings contained in this Employment Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Employment Agreement.

I have read the foregoing, understand it, and agree to comply with its terms.

**For Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
 6718FF75DA89400...

Pooja Madhani

**Talent**

**Authorized Signatory**

Effective as of , I accept all the terms and conditions of the Employer as stipulated in this Employment Agreement.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

**EXHIBIT A**

The definitions below apply to the italicized terms that appear in the Employment Agreement (including the exhibits):

**Attest Client** – attest client (or an affiliate of such client) of Deloitte & Touche LLP or a *Deloitte Entity*.

**Authorized Signatory** – a director, officer or other person who is authorized to sign on behalf of a *Deloitte Entity*.

**Confidential Information** – any information not generally known to the public, in any *Form*, that (1) relates to the operation of a *Deloitte Entity* or provides the *Deloitte Entities* with a competitive advantage, (2) consists of Personally Identifiable Information (*PII*) or other personal information about *Personnel*, client and other third party personnel, independent contractors, subcontractors, agents, vendors, suppliers or others which the Employer or another *Deloitte Entity* receives in the course of business, and (3) all other information entrusted to the Employer or another *Deloitte Entity* by clients and other third parties. *Confidential Information* includes, but is not limited to, *Intellectual Property*, supplier information, designs, business or marketing plans, forecasts and financial information, tax returns, tax identification numbers, agreements, client or prospective client lists, specific information about clients or prospective clients such as preferences for specific products and services, client or prospective client needs based on financial history and past purchases of services, client or prospective client development plans, specific rates charged to a client or offered to a prospective client and other business or client records. *Confidential Information* also includes, but is not limited to, debit or credit card information, employment applications, organization charts, performance ratings and other personnel records.

**Deloitte Entity** – the Employer, Deloitte LLP, and any corporation, company, partnership, limited liability company or other entity (a) that (i) is owned, directly or indirectly, in whole or in part, by Deloitte LLP (the “Deloitte U.S. Firms”), including but not limited to Deloitte LLP subsidiaries in India, the Deloitte Touche Tohmatsu verein, Deloitte Global Services Limited, Deloitte Global Services Holdings Limited, Deloitte Touche Tohmatsu Limited (“DTTL”) or any member firm of DTTL or affiliate thereof (collectively, the “DTTL Member Firms”) or (ii) controls, is controlled by or is under common control with any of the entities listed in clause (i); or (b) in which any *Personnel* participated on its behalf, or carried out any duties with respect to its affairs. For purposes of this Employment Agreement, the term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract, or otherwise.

**Deloitte Property** – *Confidential Information*, *Systems*, equipment, debit and credit cards issued in connection with my *Employment*, furniture, facilities and any and all other materials owned, licensed or leased by a *Deloitte Entity*, including, without limitation, computerized or electronic information and all copies thereof in any form or media, created by, furnished to, obtained by or prepared by me in the course of my employment in any capacity.

**Deloitte India (Offices of the US)** - The following companies shall be deemed to be the affiliates of each other and are collectively referred to as Deloitte India (Offices of the US): (i) Deloitte Consulting India Private Limited (ii) Deloitte Tax Services India Private Limited (iii) Deloitte Support Services India Private Limited (iv) Deloitte Financial Advisory Services India Private Limited and (v) Deloitte & Touche Assurance & Enterprise Risk Services India Private Limited.

**Electronic Communications** – all text, audio, video, images, information, data, files and attachments created, displayed, sent, received, posted, accessed or stored, whether deleted or not, by means of the *Systems*.

**Employment** – the nature of my relationship with the Employer or a *Deloitte Entity* pursuant to this Employment Agreement. Alternatively, and depending on context, *Employment* is the period of time during which this relationship persists.

**Form** - paper, computer disc, USB drive, website; any other tangible or electronic medium by which information may be stored or accessed; and human memory.

**Independence** – National Office (Independence) of Deloitte LLP.

**Intellectual Property** - works of authorship (including, without limitation, books, articles, data compilations, software and other copyrightable materials), materials, patents, inventions, designs, techniques, methodologies, processes, discoveries, know-how, ideas, trade secrets, moral rights, trademarks and other indicia of origin together with the goodwill therein, and all patent applications, copyright and trademark applications and registrations, and extensions and renewals thereof, throughout the world.

**Intellectual Property Rights** – all rights, title and interest in Intellectual Property.

**PCAOB** – the United States Public Company Accounting Oversight Board.

**Personal Creations** – *Intellectual Property* that meet all of the following criteria: (1) it is conceived, developed, and created by me on my own time without using *Deloitte Property* or *Personnel* (during work hours), facilities, *Confidential Information* or *Works* of a *Deloitte Entity*, (2) it is unrelated to the actual or reasonably anticipated business or research and development of a

*Deloitte Entity*, and (3) it does not result from any work performed by me and the *Personnel* (during work hours) for a *Deloitte Entity*.

**Personnel** – partners, principals, members, officers and employees of a *Deloitte Entity*.

**PII** – information (excluding business contact information such as an individual's name and one or more of the following: organization name, organizational title, organizational role, business address, business telephone number (including business cell phone number and business email address) relating to an identified or identifiable natural person. An identifiable natural person is a natural person who can be identified, directly or indirectly, by reference to an identification number or factors specific to his or her physical, physiological, mental, economic, cultural or social identity. Set forth below is a non-exclusive list of information that constitutes PII when such information relates to an identified or identifiable natural person:

- Account number (bank account, credit card, etc.)
- Address
- Biometric identifier
- Certificate or license number
- Date of birth
- Government identifiers (such as PAN)
- Name\*
- Personnel Number
- Photograph or video identifiable to an individual
- Vehicle identifier or serial number
- Other information related to an individual that may directly or indirectly identify that individual (e.g., salary, performance rating, purchase history, call history, etc.)

\* Note: When an individual's name is used with PII that is not business contact information, it is included in the definition of PII.

**Pre-existing Agreements or Arrangements** – agreements or arrangements that (1) relate to any *Pre-existing Creations*; or (2) may affect my ability to comply with the requirements of this Employment Agreement, including all contractual and other restrictions or obligations with other parties, including any post-employment restrictions and required notifications to the extent applicable under 18 United States Code §207, CFR 3.104-4, and India laws, rules and regulations that may or will impose limitations on my professional activities during my *Employment* (such as any non-compete agreements with prior employers and the one-year ban on lobbying contacts).

**Pre-existing Creations** – any *Intellectual Property* and *Intellectual Property Rights* that were developed or created by me, alone or with others, or otherwise acquired by me, before the period of my employment in any capacity with the Employer, in which I claim any ownership or right.

**Proceedings** – past or pending (1) actual or threatened claims or complaints of, or arising out of service to, present or former clients, (2) regulatory, self-regulatory, disciplinary, administrative, civil or criminal investigations, inquiries, charges, complaints, actions, sanctions, alternative dispute resolution proceedings, other proceedings or matters (other than criminal proceedings which relate solely to the operation of a motor vehicle) of any kind or nature, in India or any other jurisdiction, against me, including criminal proceedings arising out of my provision of professional services, proceedings brought by a professional association, or proceedings involving the Securities and Exchange Board of India, United States Securities and Exchange Commission or the PCAOB, other professional bodies like the Institute of Chartered Accountants of India or (3) matters of any kind or nature which could adversely affect my association with the Employer or my ability to perform my duties or responsibilities to the Employer, whether set forth in this Employment Agreement or otherwise, or my registration with or licensure by any governmental, quasi-governmental, or other regulatory agency, body or entity, in or outside the United States or India.

**Systems** – the communications systems or any part of such systems that a *Deloitte Entity* owns, licenses or operates and approves for use, including, but not limited to, e-mail, text messaging, Lotus Notes, Deloitte Online (eRoom), instant messaging, local area network, wide area network, Intranet (e.g., DeloitteNet, D Street), Internet, extranet, collaborative tools (e.g., blogs, wikis, etc.), laptop and desktop computers, servers, air cards, Personal Digital Assistants, cell phones, telephones and voicemail.

**Works** – all *Intellectual Property*, in any *Form*, created by me, alone or with others, during the period of my *Employment* that (1) is created within the scope of my *Employment*; (2) relates in any manner to the actual or anticipated business, research, or development of a *Deloitte Entity*; (3) results from any work assigned to or performed by me, alone or with others, for the Employer; or (4) is created with the use of *Deloitte Property*.

**EXHIBIT B****Pre-existing Creations; Pre-existing Agreements or Arrangements**

I understand and agree that the Employer makes no attempt to verify my claim of ownership to any of the *Pre-existing Creations* listed, and makes no admission that any *Pre-existing Creations* listed are owned by me.

[If yes, please enter details below]

Yes, I do have *Pre-existing Creations*, *Pre-existing Agreements or Arrangements*

No, I do not have *Pre-existing Creations*, *Pre-existing Agreements or Arrangements*

<b><u>Title</u></b>	<b><u>Date</u></b>	<b><u>Brief Description</u></b>
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\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Print)

ACCEPTED AND AGREED TO:

**Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
6718FF75DA89400...

Pooja Madnani

**Talent**

Its: *Authorized Signatory*

\_\_\_\_\_  
Date

An *Authorized Signatory's* signature is required only if *Pre-existing Creations* or *Pre-existing Agreements* or *Arrangements* are listed pursuant to Paragraphs 2 and 11 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment made in light of Paragraph 2 that *Pre-existing Creations*, if any, are described and explained in sufficient detail so that the likelihood of confusion between the employee's *Pre-existing Creations* and the *Intellectual Property* of a *Deloitte Entity* can be avoided or minimized in the future and further indicates that the *Pre-existing Agreements* or *Arrangements* have been obtained and reviewed and that the *Authorized Signatory* is satisfied that such *Pre-existing Agreements* or *Arrangements* will not interfere with the employee's ability to comply with the requirements of this Employment Agreement.

**EXHIBIT C**

**Proceedings**

[none, unless otherwise specified]

Yes, I do have *Proceedings* to report

No, I do not have *Proceedings* to report

My signature below certifies that to the best of my knowledge, the information I have provided above, pursuant to Paragraph 3, is complete and accurate.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

**EXHIBIT D**

**Exceptions to Post-Employment Restrictions: re: Clients**

[none, unless otherwise specified]

As specified in Paragraph 13, I agree that after a period of three (3) years from my start date or the date of my employment, as the case may be, the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on Exhibit D to support the application of the obligations of Paragraph 12 to those clients.

Yes, I do have  
Post-Employment Restrictions  
re: Clients

No, I do not have  
Post-Employment Restrictions  
re: Clients

Name of Client

Specified Kind of Services(s) Permitted

ACCEPTED AND AGREED TO:

\_\_\_\_\_

**Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
6718FF75DA89400...

Pooja Madnani

**Talent**

Its: Authorized Signatory

\_\_\_\_\_  
Date

I have read and understood the above policy terms.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

A n *Authorized Signatory's* signature is required only if information is provided pursuant to Paragraph 13 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment that criteria in Paragraph 13 have been fully satisfied, the clients listed have been properly identified, and the kinds of services permitted have been described with sufficient specificity.

## Terms and Conditions of Service

In continuation to our offer of employment with **Deloitte Tax Services India Private Limited** (the "Employer"), please note the terms and conditions of service.

The italicized terms in these Terms and Conditions of Service are defined in **Exhibit A** of the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement hereto.

### Terms of Service

#### 1. COMPLIANCE WITH INDEPENDENCE, ETHICS AND OTHER REQUIREMENTS

Deloitte & Touche LLP performs attest services for certain of its clients and is subject to the independence requirements of, among others, the United States Securities and Exchange Commission (SEC), the United States Public Company Accounting Oversight Board (PCAOB), and the American Institute of Certified Public Accountants (AICPA). These requirements mandate that certain of the Employer's employees and their relatives be independent of some or all of such attest clients and their affiliates in accordance with the policies of Deloitte LLP and its subsidiaries (the "Deloitte US Entities").

Upon joining the Employer, you will be asked to review a listing of the attest clients and the affiliates of such clients of certain of the Deloitte US Entities and disclose relationships or financial holdings that you or your relatives may have that could affect the independence of the Deloitte US Entities. Any relationships or holdings that conflict with, among other things, the requirements of the SEC, the PCAOB or the AICPA or the independence or ethics policies of the Deloitte US Entities will need to be resolved immediately. Further, you will be required to comply with these policies throughout your career with the Employer, including, when applicable, maintaining a current list of certain of your financial interests (but not their value) in the independence tracking system.

As a condition to your joining the Employer and continued employment, you are required to complete a representation regarding your understanding of, and compliance with, independence and other matters, on a periodical basis (as requested beginning on or prior to the date of you joining the Employer, annually thereafter, and upon certain changes in your role in the Employer), the details of which are provided in the independence representation. An example copy of this representation form is available for your reference on [www.deloittenet.com](http://www.deloittenet.com). The representation should be made to the best of your knowledge and ability. It is your responsibility to consult on any matter should you be uncertain or have a question. You are also requested to refer to [www.deloittenet.com](http://www.deloittenet.com) and *Independence* for more information in this respect. The representations made by you will be subject to an audit and may be reviewed by Deloitte LLP representatives and shared with certain third parties. If you are selected for such an audit, you will need to submit certain personal financial records to Deloitte LLP's internal audit team. Please be assured that Deloitte LLP fully intends to keep all information obtained through the audit process confidential and secure. You hereby give your consent to Deloitte LLP to use the information provided by you for such purposes as provided in the policies regarding independence and ethics.

In the event you (i) do not cooperate or comply with the independence requirements, or (ii) do not complete the necessary representations, or (iii) make inaccurate representation(s); you may be subject to disciplinary action including and up to termination of employment with the Employer.

Please feel free to contact or consult *Independence* should you require any further information or if you have any specific concerns in this respect.

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#### 2. NON DISCLOSURE, NON SOLICIT AND INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AGREEMENT ("Employment Agreement")

You will be expected to sign the Employer's Employment Agreement. Please contact Talent for further details.

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#### 3. HARRASSMENT POLICY

**Administrative Policy Release ("APR") 213** is the Employer's policy prohibiting harassment. Deloitte LLP's subsidiaries located in India ("Deloitte India (Offices of the US)") are committed to providing a working environment that is free from harassment based on caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis, in accordance with applicable Indian central, state or local law. Expressly forbidden are unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Depending on the circumstances, such harassment may also include conduct such as stereotyped or demeaning remarks or gestures or the display or circulation, whether in writing or electronically, of materials or pictures offensive to persons because of their caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis in accordance with applicable Indian central, state or local law. The full policy will be accessible to you on DeloitteNet after joining Deloitte U.S. India.



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#### 4. WORKING HOURS, HOLIDAYS, LEAVES AND MATERNITY BENEFITS

You will be provided with your standard working hours, which may vary over the course of your career. The Employer may, from time to time, subject to applicable laws, require the employee to work beyond these hours.

You shall be entitled to paid holidays and leave as per the Employer's policies.

Women employees are eligible for maternity benefits as per the recent amendments (2017) in the maternity benefit act, 1961, including having 26 weeks of maternity leave with pay, as applicable.

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#### 5. RETIREMENT AGE

The age of retirement for employees of Deloitte India (Offices of the US) is 60 years. Your employment will therefore automatically terminate at the end of the month in which you attain 60 years.

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#### 6. TRANSFERS

You may be transferred, assigned, or asked to attend training at the offices of a Deloitte Entity or its clients or third parties in India or abroad with or without additional compensation. In such an event, you will also be governed by the terms and conditions of service applicable to the transfer, assignment, or training.

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#### 7. NOTICE PERIOD FOR TERMINATION OF SERVICES

The notice period for termination of your services is **60 Days** by either side and/or salary in lieu of notice period on part of the Employer only.

The Employer expects all employees to maintain the highest standards of professional conduct at all times.

In order to assure orderly operations and provide the best possible work environment, the Employer expects you to follow rules of conduct that will protect the interests and safety of all personnel, including but not limited to the Code of Ethics and Professional Conduct.

In the event of any breach of the Code of Ethics and Professional Conduct, non-performance of a contractual obligation or the terms and conditions laid down in this Annexure, or if you engage in any misconduct whether or not in connection with or affecting the business or affairs of the Employer or the work conduct, as specified by Employer, you will be subject to disciplinary action up to and including termination of your services/ employment with the Employer without any notice or payment in lieu of notice notwithstanding any other terms and conditions stipulated herein.

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#### 8. MISCONDUCT

Misconduct may include but is not limited to:

- Irregular attendance: repeated or excessive absence, tardiness or early departures/ late comings without approval.
- Unreported or unapproved absence (including overstay of leave) for more than five consecutive days or deviation from assigned and accepted schedule for more than five days.
- Falsification or manipulation in background verification process or employment records, employment information, or other records prior to or after joining the Employer.
- Falsification or manipulation of Deloitte Time & Expense (DTE).
- Knowingly providing false statements, either verbally or in written form.
- Neglect of normal duties and functions.
- Practices such as reading personal materials during working time, having obscene or inappropriate posters or screen savers at your work station, playing games at your work station, etc.
- Continued discharge of work functions that do not meet the standards reasonably expected.
- Breach of the confidentiality provision in the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement including disclosing to any unauthorized person any *Confidential Information* or *PII*.
- Willful insubordination or disobedience, whether or not in combination with another, of any lawful and reasonable instructions of any member of management or any authorised person.
- Engaging in unapproved outside employment and activities as defined in APR 218 (US & IND)

([https://deloittenet.deloitte.com/About/Policies/Admin/Pages/218\\_OutsideEmploymentActivities\\_US.aspx](https://deloittenet.deloitte.com/About/Policies/Admin/Pages/218_OutsideEmploymentActivities_US.aspx)).

- Installing, downloading, copying or duplicating any unauthorized or unlicensed software, programs, games, or attachments on any computer system of the Employer or of any *Deloitte Entity* or its clients.
- Engaging in any illegal activities.
- Workplace violence, including threats of physical violence.
- Corporate credit card delinquencies.
- Causing damage to the property of the Employer, any *Deloitte Entity*, its clients, or their respective personnel
- Going on or abetting a strike in contravention of any law.
- Theft of any property belonging to another, the Employer or any *Deloitte Entity*, or their respective personnel, clients, or visitors
- Possession of firearms, explosives, knives or any instruments that can be used as an injurious or deadly weapon in the workplace or at any *Deloitte Entity* sponsored event.
- Corruption, fraud, or misappropriation of funds.
- Failure to comply with the policies, guidelines, rules and regulations of the Employer or a *Deloitte Entity* as applicable.
- Excessive personal use of the Employer's telephone, fax or computer systems.
- Failure to adhere to applicable laws.
- Any act prejudicial to or in conflict with the interests of the Employer or a *Deloitte Entity*.

The above terms and conditions are based on, and should be read in conjunction with, the Employer's policies, guidelines, procedures and other rules currently applicable, including but not limited to Administrative Policy Releases (APRs) and Deloitte India (Offices of the US)'s other policies, guidelines, rules, and regulations. The above rules are subject to amendments from time to time and the amended rules, policies, procedures, and guidelines would be posted on the Employer's Intranet site i.e. <https://deloittenet.deloitte.com/Pages/Home.aspx> for employee reference. The policies will be updated from time to time in the future and we deem to have your consent to any and all such changes. Furthermore, upon acceptance of employment with the Employer, you may be requested to read and acknowledge acceptance of various policies and guidelines of the Employer. It is expected that you will read and acknowledge all such communications.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name



### Training Agreement

On behalf of **Deloitte Tax Services India Private Limited**, please accept our congratulations on your recent offer of employment to join the Company as **Tax Consultant I** pursuant to the terms and conditions of your offer letter dated **August 26, 2024**. You made a very favorable impression with everyone you met and we are excited about the possibility of you joining the Company.

As you may be aware, as a condition of employment with the Company, you may be required to travel Overseas to attend a series of training sessions for a period of up to 90 days. This training will be a combination of classroom procedural training as well as on-site training to observe employees conducting similar work at various client locations. This training represents the confidence we have in your ability to be a valuable member of the practice of the Company.

As per Company policy, we kindly bring to your attention that all employees attending training overseas are required to sign a Training Agreement which will obligate the employee to repay a calculated amount of the costs associated with the training, only if the employee resigns his/her position or are terminated for cause within a specified period after completion of the training (usually between 6 to 18 months). This repayment obligation disappears after the specified period of time has lapsed. We all look forward to seeing you again soon and having you join our team of outstanding professionals.

Sincerely,

For **Deloitte Tax Services India Private Limited**

DocuSigned by:

*Pooja Madhani*

6718FF75DA89400...

By:

Signature

**Authorized Signatory**



**Deloitte Tax Services India Private Limited**  
**Deloitte Tower Survey No. 41 Gachibowli Village, Ranga**  
**Reddy District, CIRCLE 3, Hyderabad - 500032, Telangana,**  
**India**

**Tel: +91 040 67621000**  
**www.deloitte.com**

**Subject: Offer of Employment**

**Dear VAMSHI KRISHNA S:**

On behalf of **Deloitte Tax Services India Private Limited** (the "Employer" or "Company"), I am pleased to confirm our offer of employment to you as **Tax Consultant I** based in **Hyderabad**.

We extend this offer, and the opportunity it represents, with great confidence in your abilities. You have made a very favorable impression with everyone you met and we are excited with the prospect of you joining our organization on **JUNE 26, 2022**.

Your immediate manager will communicate details of your role and work responsibilities in the initial weeks of your joining the Employer. During your employment, the Company may require you to work on any project that you are assigned to, on any technical platforms/skills and nature of the project, in differentiated work timing, at designated work space and location as may be decided by the company.

As part of your annual compensation, you will receive a Total Salary of **Rs 382500** and, will be eligible for a performance linked variable bonus. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount could vary depending upon the business and individual performance each fiscal year and, in some situations, could exceed the payout range indicated. Any amounts paid will be subject to statutory and other deductions as per Employer policies and practices. The details of your compensation breakdown are provided in the attached Annexure A.

As an incentive to join the Company, you are eligible to receive a joining bonus of **Rs./₹ 100,000/-** subject to your reporting for full-time employment on **JUNE 26, 2022**. This amount will attract applicable taxes and will be processed as part of your first month's payroll. You will have an obligation to repay the entire amount of your joining bonus if you resign your position or are terminated for cause by the Company within **12 months** of your start date.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

Your employment with us will be governed by the Terms and Conditions as detailed in **Annexure B**, as well as any and all rules, regulations, guidelines, policies and practices of the Employer, which may be amended from time to time. Deloitte LLP and its U.S.-based subsidiaries (the "Deloitte U.S. Firms") requires their employees to make the necessary representations regarding independence and other matters. Because the Employer is an Indian subsidiary of Deloitte LLP, we must also comply with these independence requirements. Accordingly, this offer is conditional upon you agreeing to make such representations under the Employer's Independence Representations requirements, as further explained in **Annexure B**.

Your compensation details are confidential, and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization. We would like you to join the Employer on, or an alternative mutually agreed upon date.

This offer letter, together with the Annexures described herein, and the Non-Disclosure, Non Solicit and Intellectual Property Rights Assignment Agreement, the Information Security Policy (which you are required to sign upon joining), constitute the entire agreement between the parties with respect to the subject matter of this offer, and supersedes all other previous or contemporaneous oral or written representations, understandings or agreements relating to the subject matter of this offer between you and the Employer or its affiliates.

In compliance with applicable laws, Deloitte India (Offices of the US) provides its professionals with home pick-up and drop transport services within **pre-defined** boundary if their shift timings are between 8:30 p.m. - 6:00 a.m. in Hyderabad, 9:00 p.m. - 6:00 a.m. in Mumbai, Pune; 7:00 p.m. - 6:00 a.m. in Gurugram, 8:00 p.m. - 6:00 a.m. in Bengaluru, Chennai, and Kolkata.

This letter and **Deloitte Tax Services India Private Limited** employment application are intended to be final. To accept the offer and the terms of this letter, please sign below in the space provided within three business days.

everyone you have interviewed with joins me in extending to you congratulations and warm regards. We look forward to you joining our team.

Sincerely,

**For Deloitte Tax Services India Private Limited**

Best regards,

DocuSigned by:  
*Pooja Madhuni*  
6718FF75DA89400...

By:

Signature

**Authorized Signatory**

**Acceptance**

Signature

Date

**Annexure A****Tax Consultant I -**

<b>Description</b>	<b>Monthly</b> (Rs. per month)	<b>Annual</b> (Rs. per Annum)
Basic Pay	<b>17,500</b>	<b>210,000</b>
House Rent Allowance (HRA)	<b>8,750</b>	<b>105,000</b>
Special Allowance <sup>1a &amp; 1b</sup>	<b>11,867</b>	<b>142,404</b>
Leave Travel Allowance <sup>2</sup>	<b>1,750</b>	<b>21,000</b>
Differential Allowance	<b>5,833</b>	<b>69,996</b>
Meal Card <sup>3</sup>	<b>2,200</b>	<b>26,400</b>
Employer's contribution to PF	<b>2,100</b>	<b>25,200</b>
<b>Total Salary (in Rs.)</b>	<b>50,000</b>	<b>600,000</b>
Variable Bonus*	You are eligible for a performance linked variable bonus. It will be paid out at the end of the fiscal year, as applicable and on the basis of your individual performance and performance of the business	
Medical Insurance Premium <sup>4</sup>	<b>3,014</b>	<b>36,167</b>

\*The Variable Bonus will vary, primarily based on your individual performance and the performance of the business, during the Employer's fiscal year which is June through May. Your performance will be formally assessed as a part of the Employer Performance Review Cycle Process. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount will vary depending upon the business and individual performance and in some circumstances, could exceed the payout range indicated. The performance of all the employees who have joined the Employer prior to March 1st will be assessed for the fiscal year ending in May. The disbursement of a Variable Bonus, if applicable, is subject to you being active on the rolls of the Employer, during the Annual Incentive Program payout cycle for the fiscal year. For employees joining during the period March 1st to May 30th, a prorated Variable Bonus, if applicable, will be based on the first year-end review ratings in the subsequent year and paid during the Annual Incentive Program payout cycle of that year. The Variable Bonus will not be paid in the event of termination of employment for any reason on or before the disbursement time. The application and interpretation of, and any determinations related to, the Variable Bonus is at the sole discretion of Employer. Employer may amend or terminate the Variable Bonus at any time. All compensation and benefits are based on employee's position with the Employer in India.

Contd/-....

Annexure A

<sup>1</sup>All employees may claim tax exemption, subject to tax rules from time to time, from their Special Allowance component, expenses incurred towards communication and Driver / Fuel & Maintenance Expenses as per eligibility mentioned below:

**Employee Level -  
Tax Consultant I**

<sup>1a</sup>Communication Expenses

<sup>1b</sup>Fuel Expenses

*Only one Post paid mobile, one Land Phone  
and One internet connection bill(s) can be  
claimed.*

*Petrol / Driver / Insurance / Repairs &  
Maintenance*

**Rs./₹ 3,000/-** per month

**Rs./₹ 7,500/-** per month

<sup>1a</sup> The internet/telephone/mobile bills should be in the Employee's name.

<sup>1b</sup> For claiming vehicle running expenses (Driver / Fuel / Repairs & Maintenance expenses) the vehicle has to be in the name of the Employee and the current tax rules are as under. The above limits will be applicable for all those who are on company car lease program and the below limits will apply for all those who are on self-owned car. In case of company leased car, taxability would be as per the current perquisite valuation rules.

Nature of Expenses	Own Vehicle –Maximum Tax exemption limit per month		
	4 Wheelers (Engine Capacity)		
	<= 1600 cc	> 1600 cc	Two Wheelers
Fuel & Maintenance	Rs. 1,800	Rs. 2,400	Rs. 900
Driver's Salary	Rs. 900	Rs. 900	Not applicable

All employees at and above **Senior Staff** are eligible for the company car lease program. If you choose to avail of this benefit, the amount towards lease rental will be paid by the firm on your behalf to the leasing company and your compensation structure will be adjusted accordingly. A revised letter with the new compensation structure will be issued that will supersede this letter for all practical purposes.

<sup>2</sup> The Leave Travel Allowance (LTA) will be paid on a monthly basis as an allowance with tax deducted at source. If you choose to avail the tax benefit on LTA, you should submit proof of expenses incurred by you for Self and / your immediate dependents. The taxability or otherwise of LTA will be as per the Income Tax Act 1961, details of which will form part of the LTA Form.

<sup>3</sup> Meal Card amount will be credited at the start of each month and for the first month (For New Hires) prorated amount will be processed as part of payroll. If not collected, it will be processed as a taxable amount with the salary.

<sup>4</sup> Annual Floating Medical Insurance Coverage for self and **6 dependents** is being paid by the Employer on your behalf. The premium amount is subject to change every year post renewal of insurance policy. In case you opt for an enhancement of the coverage limit, the additional premium will be adjusted accordingly from the special allowance.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

You may also be eligible to either a One-time Stipend or a temporary lodging basis joining the registered office location, you will receive a survey from Deloitte prior to your joining.

You may select the best option for availing the relocation assistance. If an employee who has availed this reimbursement decides to quit within 18 months from the date of relocation claim for whatever reason, the relocation reimbursement paid to the employee will be recovered in full, from the employee's full and final settlement.

By joining the Company, you will become a member under the 'Deloitte USI Employees Welfare Trust' and may be required to make a nominal contribution as a member.

Original bills towards the above components should be submitted during the Income Tax fiscal period evidencing the expenditure to get Income Tax exemption, failing which the same will attract applicable Income Tax.

Submission of false, tampered or altered bills as proof of expense for any of the above components will result in disciplinary action including termination of employment.

**Your compensation above is subject to income tax deduction per rules and guidelines prescribed under the prevailing tax laws. This may change from time to time in line with the amendments done in tax laws.**



## Annexure B

### **Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement ("Employment Agreement")**

In consideration of my employment by **Deloitte Tax Services India Private Limited**, an Employer incorporated under the provisions of the Companies Act, 1956 and having its registered office **Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District, CIRCLE 3, Hyderabad - 500032, Telangana, India** (the "Employer") as **Tax Consultant I** - and other valuable consideration, I acknowledge and agree that:

#### **PRELIMINARY MATTERS**

**1. Defined Terms.** The italicized terms in this agreement (the "Employment Agreement") are defined in **Exhibit A** hereto.

**2. Pre-existing Agreements or Arrangements.** I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Agreements or Arrangements*. The Employer expects me to abide by all restrictions or obligations that are contained in such *Pre-existing Agreements or Arrangements* and to avoid involvement, while employed by the Employer, in any matter that could pose a conflict as a result of confidential information or intellectual property obtained by me prior to my *Employment*. I further represent that none of these restrictions or obligations, including those set forth in any non-compete agreements with prior employers, is inconsistent with my acceptance of the Employer's offer of *Employment* or my becoming, and serving as, **Tax Consultant I** of the Employer. To the extent applicable and if I am joining the Employer after having served as an employee or official of the United States Government, I further represent that: (1) I have disclosed my prior participation, if any, in any discussions or negotiations with, or decisions to award contracts to, the Deloitte U.S. Firms while I was employed by the United States Government; and (2) I had either recused myself or had not played an active role in the applicable United States Government agency's decision to award any contracts to the Deloitte U.S. Firms while I was employed by the United States Government.

#### **PROTECTION OF OUR BUSINESS**

**3. Reporting of Proceedings.** Except as provided by law and except as I have disclosed in writing on **Exhibit C** to this Agreement, I represent and warrant that I have no *Proceedings* to report. Should I become a subject of any *Proceedings* during my association with the Employer, I agree to immediately report, in writing, all relevant facts to the Chief Talent Officer of Deloitte LLP, the Regional Talent Director of the Employer, and the Chief Ethics and Compliance Officer of Deloitte LLP. I understand that my responses are subject to audit and review by the Employer and others in accordance with applicable professional, ethical, legal, or Employer requirements, rules, regulations, policies, or practices, or other requests.

**4. Confidentiality.** I acknowledge that, by virtue of my *Employment*, I will acquire and be exposed to, have access to, make use of and/or create *Confidential Information*. Therefore, I agree to hold in trust and confidence all such *Confidential Information*. I will neither disclose any such *Confidential Information* to anyone outside a *Deloitte Entity* without the prior written approval of an *Authorized Signatory*, except as required by my authorized duties for the Employer, nor use any such *Confidential Information* for any purpose other than for the benefit of a *Deloitte Entity*.

**5. Third Party Information and Property.** I agree that during my *Employment*, I shall not use or disclose any confidential information or intellectual property of any former employer or other person or entity without the prior written authorization of such employer, person or entity and the prior written consent of an *Authorized Signatory*. If I were to use or disclose any such Confidential Information or Intellectual Property without prior consent, and any of the *Deloitte Entities* become the subject of any claim from a third party regarding such unauthorized use or disclosure, I agree to hold harmless and indemnify the *Deloitte Entities* for any legal defense costs and/or damages related to any such claim.

**6. Authorization.** Only employees of the Employer holding a senior or managerial position with the Employer will be authorized by a specific authorization, delegation, or power of attorney to sign legal documents, representing the Employer. Similarly, only such authorized employees of the Employer may speak about the Employer, the business and plans, various client-related projects etc.

**7. Competing Activities and Conflict of Interest.** During the period of my *Employment* I will not, directly or indirectly, participate in or in any way render services or assistance to any business that is or may be competitive with a *Deloitte Entity*, whether or not for compensation, or engage in any conduct which might result in, or create the appearance of using my position for private gain or other than for the benefit of a *Deloitte Entity*, or otherwise create a conflict, or the appearance of a conflict, of interest with a *Deloitte Entity*. Such conduct shall include, but not be limited to, having an undisclosed financial interest in any vendor or supplier of a *Deloitte Entity*, accepting payments of any kind or gifts other than of a nominal value from vendors, clients or suppliers, or having an undisclosed relationship with a family member or other individual who is employed or



associated with any entity in active or potential competition with a *Deloitte Entity*, and which creates a conflict of interest. I represent and warrant that I am not currently aware of any present or past violation of this provision.

**8. Authorization to Access Systems and Electronic Communications and use of Deloitte Property.** I understand that while employed with a *Deloitte Entity*, I will use and have access to the Systems. I also acknowledge that a *Deloitte Entity* has the right at any time to access, retrieve, delete, monitor, examine, use and/or disclose my Electronic Communications and information from (or about) me and the content, without notice to me, and that such *Electronic Communications* are considered part of a *Deloitte Entity's* business and client records and are not to be considered private or personal to me or any other *Personnel*. I further acknowledge that this right extends to *Electronic Communications* transmitted for either a business or personal purpose.

I agree that I am authorized to access the *Systems* only for approved business purposes and occasional personal use if such use does not interfere with my work responsibilities and other required business activities, business operations, or *Systems* performance. However, I also acknowledge that such occasional personal use does not create an expectation of privacy as to any of my personal *Electronic Communications* and, as such, are *Deloitte Property*.

I further acknowledge that I am not authorized to use the *Systems* for personal gain or any illegal or unethical use. I agree that under no circumstances am I authorized to access any of the *Systems* for the purpose of obtaining *Deloitte Property* for a competitor of a *Deloitte Entity*, transmitting *Deloitte Property* to me (e.g., emailing *Confidential Information* to my personal email address) or to a third party for purposes other than furthering the business objectives of a *Deloitte Entity*. I am not authorized to download a *Deloitte Entity's Confidential Information* or other *Deloitte Property* to removable media such as a CD Rom, disk or thumb drive other than as authorized for furthering the business objectives of a *Deloitte Entity*.

I will be responsible for the safe keeping and return in good condition and order of all the *Deloitte Property* that may be in my use, custody, care or charge. For the loss of any *Deloitte Property* in my possession or custody or for which I have been assigned responsibility, the Employer will have a right to assess on its own basis and recover from me, the damages in respect of such materials (out of the amounts due to me or otherwise) and to take such other legal action as it deems appropriate including termination of my employment without notice or payment in lieu thereof in the event of my failure to account for such material or property to its satisfaction.

**9. Security.** I am provided with a worktable and lockable storage space. I will ensure they are locked when unattended and understand that a duplicate key will only be provided if I sign for it. I am required to display my identity card to the appropriate security personnel on demand and at all times within the office premises.

**10. Ownership of Works.**

a. I agree that the Employer owns all rights, title and interest in and to all *Works*.

b. I agree that all *Works* are deemed works made for hire under India copyright or applicable laws or equivalent laws of any applicable foreign jurisdiction, and all *Intellectual Property Rights* therein vest automatically in the Employer upon creation of the *Works*. I agree that, to the extent any *Work* is held not to be a work made for hire, I hereby irrevocably assign all *Intellectual Property Rights* in the *Work* to the Employer. Notwithstanding anything contained in Section 19(4) of the Indian Copyright Act, 1957, I agree that such assignment shall continue to be in force for perpetuity irrespective of whether or not the Employer exercises its rights as the assignee for any period of time.

c. I will at all times, even after termination of my *Employment*, do whatever the Employer reasonably requests of me, at the Employer's expense, to document the assignment of any *Works* to the Employer or to assist the Employer in pursuing, renewing, extending or assigning any *Intellectual Property Rights*, and otherwise perfecting, protecting and enforcing said *Intellectual Property Rights* in, any *Works*. I agree that, as between me and the Employer, the Employer shall be the sole author, inventor, and owner of all such *Works* and *Intellectual Property Rights* therein throughout the world, and that the Employer shall have the sole right to seek copyright registrations, patents or trademark registrations, including all extensions and renewals thereof. I also hereby agree that I waive all moral rights in any *Works*.

I also agree to assign all my right, title and interest in and to any particular *Works* to a third party as directed by the Employer.

In the event the Employer is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraphs, I hereby irrevocably designate and appoint the Employer and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and in my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraphs with the same legal force and effect as if executed by me. I hereby waive any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any *Works* assigned hereunder to the Employer.

d. During a 12 month period after termination of my *Employment*, I agree that any *Intellectual Property* I create or conceive that results from and is related to any work assigned to or performed by me for the Employer, or that was created using *Deloitte Property*, is a *Work* that is subject to Paragraph 10 (b) above. For purposes of clarification, the foregoing provision is in addition to, and not in limitation of, any rights and remedies the Employer may have under the applicable laws protecting *Intellectual*

*Property of the Deloitte Entities.*

e. I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Employer) of all *Works* developed by me during the period of my employment with the Employer, which records shall be available to and remain the sole property of the Employer at all times.

**11. Pre-existing Creations; Personal Creations.** My obligations in Paragraph 10 do not apply to *Pre-existing Creations* and *Personal Creations*. I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Creations*. I acknowledge and agree that I will not assert any ownership rights against the *Deloitte Entities*, or their respective clients, with respect to any *Pre-existing Creations* unless they appear on **Exhibit B**, and **Exhibit B** has been accepted and agreed to by an *Authorized Signatory* who has signed at the bottom of such **Exhibit B**. I further agree that I shall not use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment* without the prior written consent of an *Authorized Signatory*. To the extent that I use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment*, I agree that, except as otherwise provided in a written agreement executed by me and the Employer, I hereby grant to the Employer an irrevocable, royalty free, perpetual, fully paid up, transferable, sub-licensable license to use, reproduce, distribute, display, perform, modify and create derivative works of and otherwise exploit such *Pre-existing Creations* or *Personal Creations* for any purpose including, but not limited to, client engagements.

**12. Post- Employment Restrictions re: Clients.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or serving of certain clients related to my work for a *Deloitte Entity* would necessarily involve the unauthorized use or disclosure of *Confidential Information*, and the proprietary relationships and goodwill of the *Deloitte Entities*, and, in the case of my serving of certain clients, could compromise the full compliance of the Employer or another *Deloitte Entity* with the applicable laws, rules and regulations of a U.S. or India regulatory body or other independence-related requirement of a regulatory body. Accordingly, during the period of my *Employment* and for a period of one year thereafter, I will not, directly or indirectly, solicit or provide services to any existing client of a *Deloitte Entity* with which I had personal contact and provided services during the two-year period prior to termination of my *Employment*.

**13. Exceptions to Post- Employment Restrictions re: Clients.** I understand that the obligations of Paragraph 12 will not apply for a period of three (3) years after my start date or the date of my promotion or transfer to clients of a *Deloitte Entity* and/or certain specified kinds of services rendered to such clients that meet all of the following criteria: (a) are personal clients of mine who came to a *Deloitte Entity* solely to avail themselves of certain specified kinds of services rendered by me and only as a result of my own independent recruitment efforts, which a *Deloitte Entity* neither subsidized nor otherwise financially supported as part of a program of client development, (b) are listed on **Exhibit D** expressly by name with respect to client and with sufficient specificity with respect to the kinds of service(s) that I will be permitted to render, and (c) are accepted and agreed to as to their listing on **Exhibit D** by an *Authorized Signatory* who has signed at the bottom of such Exhibit. I agree that after a period of three (3) years from my start date or the date of my promotion or transfer the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on **Exhibit D** to support the application of the obligations of Paragraph 12 to those clients.

**14. Future Employment with Clients.** Except as otherwise provided herein, I understand that I am not prohibited from accepting employment with a client (or an affiliate of such client) of a *Deloitte Entity*. Before entering into substantive discussions with an *Attest Client* regarding any employment opportunity, I acknowledge and agree that during my *Employment* and for five years thereafter I must first notify *Independence* and obtain prior written approval from *Independence*. I acknowledge and understand that it is the intent of the Employer to interpret and apply this provision (a) in an effort to ensure the full compliance of the *Deloitte Entities* with applicable U.S. and India laws, rules, and regulations; (b) to serve the public interest; and (c) to protect the legitimate interests of the *Deloitte Entities* or their respective *Attest Clients* under applicable U.S. or India laws, rules and regulations in a manner that is no greater than is reasonably necessary to protect such interests and without being unduly harsh and oppressive to me and my interests in future employment with an *Attest Client*. Further, I acknowledge and agree that because of, among other things, the importance of the *Deloitte Entities* remaining in compliance with applicable independence rules, such approval may be withheld by *Independence* in the event that my employment with an *Attest Client* would, in the view of Deloitte LLP, be inconsistent with applicable laws, rules and regulations or jeopardize the independence of a *Deloitte Entity* with respect to such *Attest Client*.

**15. Restrictions re: Personnel and Contractors.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or hiring or of any of its *Personnel* or contractors of the *Deloitte Entities*, or my participation in their hiring, admission or retention, would necessarily involve the unauthorized use or disclosure of *Confidential Information* or the proprietary relationships and goodwill of the *Deloitte Entities*. Accordingly, during my *Employment* and for one year thereafter, I will not, directly or indirectly, (a) solicit or attempt to solicit, or participate in the solicitation of or any attempt to solicit any *Personnel* to leave a *Deloitte Entity*, or to join any firm or business with which I may be or become affiliated; (b) participate in the hiring or admission of any *Personnel*; or (c) cause a contractor of a *Deloitte Entity* to cease providing services to, with, or on behalf of the *Deloitte Entity*.

**16. Post- Employment Restrictions re: Deloitte Property.** Upon termination of my *Employment*: (a) I will not use or disclose *Deloitte Property*, including, but not limited to, *Confidential Information* and *Works*, for any purpose; (b) I will not retain or take with me any *Deloitte Property*; (c) I will immediately deliver to a *Deloitte Entity* at any location that it designates, at my expense, within one business day after the termination of my *Employment* or on an alternate date designated by a *Deloitte*

*Entity*, any *Deloitte Property* that I may then or thereafter hold or control; and (d) I agree to allow a *Deloitte Entity* to inspect any of my personal or home computers, including smart phones, tablet computers, or any device, media or location capable of storing electronic data, to determine whether any *Deloitte Property* resides on such computers and to permit a *Deloitte Entity* to remove such *Deloitte Property*.

## OTHER POST- EMPLOYMENT OBLIGATIONS

**17. Transition of Work and Cooperation.** Upon termination of my *Employment* for any reason, I will cooperate with a *Deloitte Entity* in all matters relating to the completion of pending work and its orderly transfer. I will also cooperate fully with a *Deloitte Entity* in connection with any threat of or actual legal proceeding against a *Deloitte Entity* or any client, customer or licensor of a *Deloitte Entity* arising out of any matter with or of which I had contact or knowledge during my *Employment*.

**18. Notification of Post- Employment Obligations.** I agree that prior to accepting employment or affiliation with another firm or business I will advise such firm or business of my duties and obligations under this Employment Agreement. After my *Employment* ends, I agree that a *Deloitte Entity* shall be permitted to advise any firm or business with which I have accepted an offer of employment or affiliation concerning my duties and obligations under this Employment Agreement.

**19. Certification.** I agree that during or after my *Employment* I will, if requested, provide written certification in such form as the Employer may require that I have complied with my obligations hereunder, including, without limitation, those obligations set forth in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15 and 16 of this Agreement.

## OUR ENFORCEMENT RIGHTS AND REMEDIES IN THE EVENT OF A BREACH

**20. Equitable Relief and Attorney's Fees.** I acknowledge and agree that a breach of this Employment Agreement, including, but not limited to, a breach of my duties and obligations under the terms and conditions of Paragraphs 4, 5, 7, 8, 9, 10, 12, 14, 15 or 16 would cause irreparable harm to the *Deloitte Entities* and that, in addition to other remedies, the Employer on behalf of itself or another *Deloitte Entity* is entitled to a temporary restraining order, an injunction or other equitable relief to prevent any such breach. I also acknowledge that, to the extent permitted by law, a *Deloitte Entity* will be entitled to the payment of the *Deloitte Entities'* reasonable costs and attorney's fees incurred in enforcing this Employment Agreement. I also acknowledge that, to the extent permitted by law, the Employer may request that a court extend the one year period following the termination of my *Employment*, as provided in Paragraphs 12 and 15, to correspond with the period that I participated in activities prohibited by Paragraphs 12 and 15.

**21. Liquidated Damages: Client Fees.** I agree that in the event of a breach under Paragraph 12, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

**22. Liquidated Damages: Compensation.** I agree that the precise amount of damages flowing from a breach under Paragraph 15 would be impracticable or extremely difficult to ascertain in an actual amount. Therefore, I agree that in the event of a breach under Paragraph 15, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by or owed to any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

**23. Right of Inspection.** I agree to permit the Employer (or to use my best efforts to enable the Employer) to inspect my books and records (and the books and records of any entity which employs or is associated or affiliated with me), upon request and at reasonable times, to enable the Employer to confirm the calculations described above and to verify compliance with Paragraphs 12 and 15. The Employer shall keep confidential any proprietary information obtained, except as may be necessary or desirable to enable the Employer to enforce its rights under this Employment Agreement and except as may be required by any statute, court or administrative order to decree or government ruling or regulation.

**MISCELLANEOUS**

**24. Governing Law; Choice of Forum.** This Employment Agreement is deemed to have been executed in the Employer's office in **Hyderabad, Telangana, India** and will be construed and governed in accordance with the laws of the Republic of India without regard to its conflicts-of-law principles. You agree to submit to jurisdiction before any court of record in which the Employer's office to which you were assigned is located, or in which a breach of this Employment Agreement may occur, at the election of the Employer, and you waive any right to raise questions of personal jurisdiction or venue in any action the Employer may bring against you in any such court. You further agree to accept service of process/summons/legal notice from the Employer when that process/summons/legal notice is either sent to your last known address by certified mail or served by any other means permitted under the law of the jurisdiction in which the Employer may bring an action against you.

**25. Modifications.** My obligations hereunder may not be changed or modified, released, discharged, abandoned or terminated, in whole or in part, except by an instrument in writing signed by an *Authorized Signatory*.

**26. Severability.** Every provision of this Employment Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such term or provision will be enforced to the maximum extent permitted by law and, in any event, such illegality or invalidity shall not affect the validity of the remainder of the Employment Agreement.

**27. Blue-Penciling.** If any court determines that any provision of this Employment Agreement, or any part hereof, or the application of any such provision, or any part hereof, to any person or circumstance is unenforceable or void, such court shall have the power to modify such provision, or any part hereof, to the extent necessary to render it legal and enforceable while preserving its intent, or if such modification is not possible, by substituting therefore another provision that is legal and enforceable and that achieves the same objective.

**28. Waiver.** None of my obligations under this Employment Agreement shall be deemed to have been waived by the Employer except if the giving of such waiver is contained in a written notice given to me and no such waiver shall be deemed to be a waiver of any other or further obligation I have under this Employment Agreement.

**29. Entire Agreement.** This Employment Agreement, the Employer's employment application, the Terms and Conditions of Service issued pursuant to the offer of employment and any documentation employing me or transferring me to the Employer, contain the entire understanding between me and the Employer or any other *Deloitte Entity* with respect to the subject matter hereof and supersedes all prior representations, warranties, and agreements with respect to such subject matter, and no representations, warranties or other covenants exist with respect to such subject matter that are not contained or expressly referred to herein. Notwithstanding the foregoing, any written agreement between a *Deloitte Entity* and me with respect to the subject matter hereof that was signed by me prior to the effective date of this Employment Agreement shall remain valid and enforceable according to the terms of such agreement with respect to all acts and omissions occurring prior to the effective date of this Employment Agreement. In the event of a conflict between this Employment Agreement and the employment application or any other document purporting to set forth terms and conditions of my *Employment*, this Employment Agreement will control.

**30. Transfer and Assignment.** Unless as the Employer shall otherwise determine, the rights, obligations and benefits of the Employer under this Employment Agreement, including but not limited to those rights and benefits relating to my post-Employment obligations set forth in this Paragraph 30 and in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19 and 23 above, are transferred and assigned, in whole or in part (as the Employer shall determine) and without the need for my consent or the formality of documentation or prescribed processes, to (a) any *Deloitte Entity* in connection with my transfer to that *Deloitte Entity* or (b) any entity that acquires all or a part of the assets or business of the Employer. All provisions of this Employment Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, representatives, successors, and assigns of the Employer and me, and any *Deloitte Entity* to which I may be transferred during my *Employment*, provided, however, none of my duties or obligations under this Employment Agreement may be assigned or transferred by me to any other person or entity without the Employer's prior written approval of such assignment or transfer. Any purported assignments in violation of this Paragraph 30 shall be null and void.

**31. Headings.** The headings contained in this Employment Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Employment Agreement.

I have read the foregoing, understand it, and agree to comply with its terms.

**For Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
 6718FF75DA89400...

Pooja Madhani

**Talent**

**Authorized Signatory**

Effective as of , I accept all the terms and conditions of the Employer as stipulated in this Employment Agreement.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

**EXHIBIT A**

The definitions below apply to the italicized terms that appear in the Employment Agreement (including the exhibits):

**Attest Client** – attest client (or an affiliate of such client) of Deloitte & Touche LLP or a *Deloitte Entity*.

**Authorized Signatory** – a director, officer or other person who is authorized to sign on behalf of a *Deloitte Entity*.

**Confidential Information** – any information not generally known to the public, in any *Form*, that (1) relates to the operation of a *Deloitte Entity* or provides the *Deloitte Entities* with a competitive advantage, (2) consists of Personally Identifiable Information (*PII*) or other personal information about *Personnel*, client and other third party personnel, independent contractors, subcontractors, agents, vendors, suppliers or others which the Employer or another *Deloitte Entity* receives in the course of business, and (3) all other information entrusted to the Employer or another *Deloitte Entity* by clients and other third parties. *Confidential Information* includes, but is not limited to, *Intellectual Property*, supplier information, designs, business or marketing plans, forecasts and financial information, tax returns, tax identification numbers, agreements, client or prospective client lists, specific information about clients or prospective clients such as preferences for specific products and services, client or prospective client needs based on financial history and past purchases of services, client or prospective client development plans, specific rates charged to a client or offered to a prospective client and other business or client records. *Confidential Information* also includes, but is not limited to, debit or credit card information, employment applications, organization charts, performance ratings and other personnel records.

**Deloitte Entity** – the Employer, Deloitte LLP, and any corporation, company, partnership, limited liability company or other entity (a) that (i) is owned, directly or indirectly, in whole or in part, by Deloitte LLP (the “Deloitte U.S. Firms”), including but not limited to Deloitte LLP subsidiaries in India, the Deloitte Touche Tohmatsu verein, Deloitte Global Services Limited, Deloitte Global Services Holdings Limited, Deloitte Touche Tohmatsu Limited (“DTTL”) or any member firm of DTTL or affiliate thereof (collectively, the “DTTL Member Firms”) or (ii) controls, is controlled by or is under common control with any of the entities listed in clause (i); or (b) in which any *Personnel* participated on its behalf, or carried out any duties with respect to its affairs. For purposes of this Employment Agreement, the term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract, or otherwise.

**Deloitte Property** – *Confidential Information*, *Systems*, equipment, debit and credit cards issued in connection with my *Employment*, furniture, facilities and any and all other materials owned, licensed or leased by a *Deloitte Entity*, including, without limitation, computerized or electronic information and all copies thereof in any form or media, created by, furnished to, obtained by or prepared by me in the course of my employment in any capacity.

**Deloitte India (Offices of the US)** - The following companies shall be deemed to be the affiliates of each other and are collectively referred to as Deloitte India (Offices of the US): (i) Deloitte Consulting India Private Limited (ii) Deloitte Tax Services India Private Limited (iii) Deloitte Support Services India Private Limited (iv) Deloitte Financial Advisory Services India Private Limited and (v) Deloitte & Touche Assurance & Enterprise Risk Services India Private Limited.

**Electronic Communications** – all text, audio, video, images, information, data, files and attachments created, displayed, sent, received, posted, accessed or stored, whether deleted or not, by means of the *Systems*.

**Employment** – the nature of my relationship with the Employer or a *Deloitte Entity* pursuant to this Employment Agreement. Alternatively, and depending on context, *Employment* is the period of time during which this relationship persists.

**Form** - paper, computer disc, USB drive, website; any other tangible or electronic medium by which information may be stored or accessed; and human memory.

**Independence** – National Office (Independence) of Deloitte LLP.

**Intellectual Property** - works of authorship (including, without limitation, books, articles, data compilations, software and other copyrightable materials), materials, patents, inventions, designs, techniques, methodologies, processes, discoveries, know-how, ideas, trade secrets, moral rights, trademarks and other indicia of origin together with the goodwill therein, and all patent applications, copyright and trademark applications and registrations, and extensions and renewals thereof, throughout the world.

**Intellectual Property Rights** – all rights, title and interest in Intellectual Property.

**PCAOB** – the United States Public Company Accounting Oversight Board.

**Personal Creations** – *Intellectual Property* that meet all of the following criteria: (1) it is conceived, developed, and created by me on my own time without using *Deloitte Property* or *Personnel* (during work hours), facilities, *Confidential Information* or *Works* of a *Deloitte Entity*, (2) it is unrelated to the actual or reasonably anticipated business or research and development of a

*Deloitte Entity*, and (3) it does not result from any work performed by me and the *Personnel* (during work hours) for a *Deloitte Entity*.

**Personnel** – partners, principals, members, officers and employees of a *Deloitte Entity*.

**PII** – information (excluding business contact information such as an individual's name and one or more of the following: organization name, organizational title, organizational role, business address, business telephone number (including business cell phone number and business email address) relating to an identified or identifiable natural person. An identifiable natural person is a natural person who can be identified, directly or indirectly, by reference to an identification number or factors specific to his or her physical, physiological, mental, economic, cultural or social identity. Set forth below is a non-exclusive list of information that constitutes PII when such information relates to an identified or identifiable natural person:

- Account number (bank account, credit card, etc.)
- Address
- Biometric identifier
- Certificate or license number
- Date of birth
- Government identifiers (such as PAN)
- Name\*
- Personnel Number
- Photograph or video identifiable to an individual
- Vehicle identifier or serial number
- Other information related to an individual that may directly or indirectly identify that individual (e.g., salary, performance rating, purchase history, call history, etc.)

\* Note: When an individual's name is used with PII that is not business contact information, it is included in the definition of PII.

**Pre-existing Agreements or Arrangements** – agreements or arrangements that (1) relate to any *Pre-existing Creations*; or (2) may affect my ability to comply with the requirements of this Employment Agreement, including all contractual and other restrictions or obligations with other parties, including any post-employment restrictions and required notifications to the extent applicable under 18 United States Code §207, CFR 3.104-4, and India laws, rules and regulations that may or will impose limitations on my professional activities during my *Employment* (such as any non-compete agreements with prior employers and the one-year ban on lobbying contacts).

**Pre-existing Creations** – any *Intellectual Property* and *Intellectual Property Rights* that were developed or created by me, alone or with others, or otherwise acquired by me, before the period of my employment in any capacity with the Employer, in which I claim any ownership or right.

**Proceedings** – past or pending (1) actual or threatened claims or complaints of, or arising out of service to, present or former clients, (2) regulatory, self-regulatory, disciplinary, administrative, civil or criminal investigations, inquiries, charges, complaints, actions, sanctions, alternative dispute resolution proceedings, other proceedings or matters (other than criminal proceedings which relate solely to the operation of a motor vehicle) of any kind or nature, in India or any other jurisdiction, against me, including criminal proceedings arising out of my provision of professional services, proceedings brought by a professional association, or proceedings involving the Securities and Exchange Board of India, United States Securities and Exchange Commission or the PCAOB, other professional bodies like the Institute of Chartered Accountants of India or (3) matters of any kind or nature which could adversely affect my association with the Employer or my ability to perform my duties or responsibilities to the Employer, whether set forth in this Employment Agreement or otherwise, or my registration with or licensure by any governmental, quasi-governmental, or other regulatory agency, body or entity, in or outside the United States or India.

**Systems** – the communications systems or any part of such systems that a *Deloitte Entity* owns, licenses or operates and approves for use, including, but not limited to, e-mail, text messaging, Lotus Notes, Deloitte Online (eRoom), instant messaging, local area network, wide area network, Intranet (e.g., DeloitteNet, D Street), Internet, extranet, collaborative tools (e.g., blogs, wikis, etc.), laptop and desktop computers, servers, air cards, Personal Digital Assistants, cell phones, telephones and voicemail.

**Works** – all *Intellectual Property*, in any *Form*, created by me, alone or with others, during the period of my *Employment* that (1) is created within the scope of my *Employment*; (2) relates in any manner to the actual or anticipated business, research, or development of a *Deloitte Entity*; (3) results from any work assigned to or performed by me, alone or with others, for the Employer; or (4) is created with the use of *Deloitte Property*.

**EXHIBIT B****Pre-existing Creations; Pre-existing Agreements or Arrangements**

I understand and agree that the Employer makes no attempt to verify my claim of ownership to any of the *Pre-existing Creations* listed, and makes no admission that any *Pre-existing Creations* listed are owned by me.

[If yes, please enter details below]

Yes, I do have *Pre-existing Creations*, *Pre-existing Agreements or Arrangements*

No, I do not have *Pre-existing Creations*, *Pre-existing Agreements or Arrangements*

<b><u>Title</u></b>	<b><u>Date</u></b>	<b><u>Brief Description</u></b>
---------------------	--------------------	---------------------------------

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Print)

ACCEPTED AND AGREED TO:

**Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
6718FF75DA89400...

Pooja Madnani

**Talent**

Its: *Authorized Signatory*

\_\_\_\_\_  
Date

An *Authorized Signatory's* signature is required only if *Pre-existing Creations* or *Pre-existing Agreements* or *Arrangements* are listed pursuant to Paragraphs 2 and 11 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment made in light of Paragraph 2 that *Pre-existing Creations*, if any, are described and explained in sufficient detail so that the likelihood of confusion between the employee's *Pre-existing Creations* and the *Intellectual Property* of a *Deloitte Entity* can be avoided or minimized in the future and further indicates that the *Pre-existing Agreements* or *Arrangements* have been obtained and reviewed and that the *Authorized Signatory* is satisfied that such *Pre-existing Agreements* or *Arrangements* will not interfere with the employee's ability to comply with the requirements of this Employment Agreement.



**EXHIBIT C**

**Proceedings**

[none, unless otherwise specified]

Yes, I do have *Proceedings* to report

No, I do not have *Proceedings* to report

My signature below certifies that to the best of my knowledge, the information I have provided above, pursuant to Paragraph 3, is complete and accurate.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

**EXHIBIT D**

**Exceptions to Post-Employment Restrictions: re: Clients**

[none, unless otherwise specified]

As specified in Paragraph 13, I agree that after a period of three (3) years from my start date or the date of my employment, as the case may be, the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on Exhibit D to support the application of the obligations of Paragraph 12 to those clients.

Yes, I do have  
Post-Employment Restrictions  
re: Clients

No, I do not have  
Post-Employment Restrictions  
re: Clients

<u>Name of Client</u>	<u>Specified Kind of Services(s) Permitted</u>
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ACCEPTED AND AGREED TO:

**Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
6718FF75DA89400...

Pooja Madnani

**Talent**

Its:     Authorized Signatory	_____
	Date

I have read and understood the above policy terms.

_____	_____	_____
Signature	Name	Date

A n *Authorized Signatory's* signature is required only if information is provided pursuant to Paragraph 13 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment that criteria in Paragraph 13 have been fully satisfied, the clients listed have been properly identified, and the kinds of services permitted have been described with sufficient specificity.

## Terms and Conditions of Service

In continuation to our offer of employment with **Deloitte Tax Services India Private Limited** (the "Employer"), please note the terms and conditions of service.

The italicized terms in these Terms and Conditions of Service are defined in **Exhibit A** of the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement hereto.

### Terms of Service

#### 1. COMPLIANCE WITH INDEPENDENCE, ETHICS AND OTHER REQUIREMENTS

Deloitte & Touche LLP performs attest services for certain of its clients and is subject to the independence requirements of, among others, the United States Securities and Exchange Commission (SEC), the United States Public Company Accounting Oversight Board (PCAOB), and the American Institute of Certified Public Accountants (AICPA). These requirements mandate that certain of the Employer's employees and their relatives be independent of some or all of such attest clients and their affiliates in accordance with the policies of Deloitte LLP and its subsidiaries (the "Deloitte US Entities").

Upon joining the Employer, you will be asked to review a listing of the attest clients and the affiliates of such clients of certain of the Deloitte US Entities and disclose relationships or financial holdings that you or your relatives may have that could affect the independence of the Deloitte US Entities. Any relationships or holdings that conflict with, among other things, the requirements of the SEC, the PCAOB or the AICPA or the independence or ethics policies of the Deloitte US Entities will need to be resolved immediately. Further, you will be required to comply with these policies throughout your career with the Employer, including, when applicable, maintaining a current list of certain of your financial interests (but not their value) in the independence tracking system.

As a condition to your joining the Employer and continued employment, you are required to complete a representation regarding your understanding of, and compliance with, independence and other matters, on a periodical basis (as requested beginning on or prior to the date of you joining the Employer, annually thereafter, and upon certain changes in your role in the Employer), the details of which are provided in the independence representation. An example copy of this representation form is available for your reference on [www.deloittenet.com](http://www.deloittenet.com). The representation should be made to the best of your knowledge and ability. It is your responsibility to consult on any matter should you be uncertain or have a question. You are also requested to refer to [www.deloittenet.com](http://www.deloittenet.com) and *Independence* for more information in this respect. The representations made by you will be subject to an audit and may be reviewed by Deloitte LLP representatives and shared with certain third parties. If you are selected for such an audit, you will need to submit certain personal financial records to Deloitte LLP's internal audit team. Please be assured that Deloitte LLP fully intends to keep all information obtained through the audit process confidential and secure. You hereby give your consent to Deloitte LLP to use the information provided by you for such purposes as provided in the policies regarding independence and ethics.

In the event you (i) do not cooperate or comply with the independence requirements, or (ii) do not complete the necessary representations, or (iii) make inaccurate representation(s); you may be subject to disciplinary action including and up to termination of employment with the Employer.

Please feel free to contact or consult *Independence* should you require any further information or if you have any specific concerns in this respect.

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#### 2. NON DISCLOSURE, NON SOLICIT AND INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AGREEMENT ("Employment Agreement")

You will be expected to sign the Employer's Employment Agreement. Please contact Talent for further details.

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#### 3. HARRASSMENT POLICY

**Administrative Policy Release ("APR") 213** is the Employer's policy prohibiting harassment. Deloitte LLP's subsidiaries located in India ("Deloitte India (Offices of the US)") are committed to providing a working environment that is free from harassment based on caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis, in accordance with applicable Indian central, state or local law. Expressly forbidden are unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Depending on the circumstances, such harassment may also include conduct such as stereotyped or demeaning remarks or gestures or the display or circulation, whether in writing or electronically, of materials or pictures offensive to persons because of their caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis in accordance with applicable Indian central, state or local law. The full policy will be accessible to you on DeloitteNet after joining Deloitte U.S. India.

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#### 4. WORKING HOURS, HOLIDAYS, LEAVES AND MATERNITY BENEFITS

You will be provided with your standard working hours, which may vary over the course of your career. The Employer may, from time to time, subject to applicable laws, require the employee to work beyond these hours.

You shall be entitled to paid holidays and leave as per the Employer's policies.

Women employees are eligible for maternity benefits as per the recent amendments (2017) in the maternity benefit act, 1961, including having 26 weeks of maternity leave with pay, as applicable.

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#### 5. RETIREMENT AGE

The age of retirement for employees of Deloitte India (Offices of the US) is 60 years. Your employment will therefore automatically terminate at the end of the month in which you attain 60 years.

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#### 6. TRANSFERS

You may be transferred, assigned, or asked to attend training at the offices of a Deloitte Entity or its clients or third parties in India or abroad with or without additional compensation. In such an event, you will also be governed by the terms and conditions of service applicable to the transfer, assignment, or training.

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#### 7. NOTICE PERIOD FOR TERMINATION OF SERVICES

The notice period for termination of your services is **60 Days** by either side and/or salary in lieu of notice period on part of the Employer only.

The Employer expects all employees to maintain the highest standards of professional conduct at all times.

In order to assure orderly operations and provide the best possible work environment, the Employer expects you to follow rules of conduct that will protect the interests and safety of all personnel, including but not limited to the Code of Ethics and Professional Conduct.

In the event of any breach of the Code of Ethics and Professional Conduct, non-performance of a contractual obligation or the terms and conditions laid down in this Annexure, or if you engage in any misconduct whether or not in connection with or affecting the business or affairs of the Employer or the work conduct, as specified by Employer, you will be subject to disciplinary action up to and including termination of your services/ employment with the Employer without any notice or payment in lieu of notice notwithstanding any other terms and conditions stipulated herein.

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#### 8. MISCONDUCT

Misconduct may include but is not limited to:

- Irregular attendance: repeated or excessive absence, tardiness or early departures/ late comings without approval.
- Unreported or unapproved absence (including overstay of leave) for more than five consecutive days or deviation from assigned and accepted schedule for more than five days.
- Falsification or manipulation in background verification process or employment records, employment information, or other records prior to or after joining the Employer.
- Falsification or manipulation of Deloitte Time & Expense (DTE).
- Knowingly providing false statements, either verbally or in written form.
- Neglect of normal duties and functions.
- Practices such as reading personal materials during working time, having obscene or inappropriate posters or screen savers at your work station, playing games at your work station, etc.
- Continued discharge of work functions that do not meet the standards reasonably expected.
- Breach of the confidentiality provision in the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement including disclosing to any unauthorized person any *Confidential Information* or *PII*.
- Willful insubordination or disobedience, whether or not in combination with another, of any lawful and reasonable instructions of any member of management or any authorised person.
- Engaging in unapproved outside employment and activities as defined in APR 218 (US & IND)

([https://deloitte.net.deloitte.com/About/Policies/Admin/Pages/218\\_OutsideEmploymentActivities\\_US.aspx](https://deloitte.net.deloitte.com/About/Policies/Admin/Pages/218_OutsideEmploymentActivities_US.aspx)).

- Installing, downloading, copying or duplicating any unauthorized or unlicensed software, programs, games, or attachments on any computer system of the Employer or of any *Deloitte Entity* or its clients.
- Engaging in any illegal activities.
- Workplace violence, including threats of physical violence.
- Corporate credit card delinquencies.
- Causing damage to the property of the Employer, any *Deloitte Entity*, its clients, or their respective personnel
- Going on or abetting a strike in contravention of any law.
- Theft of any property belonging to another, the Employer or any *Deloitte Entity*, or their respective personnel, clients, or visitors
- Possession of firearms, explosives, knives or any instruments that can be used as an injurious or deadly weapon in the workplace or at any *Deloitte Entity* sponsored event.
- Corruption, fraud, or misappropriation of funds.
- Failure to comply with the policies, guidelines, rules and regulations of the Employer or a *Deloitte Entity* as applicable.
- Excessive personal use of the Employer's telephone, fax or computer systems.
- Failure to adhere to applicable laws.
- Any act prejudicial to or in conflict with the interests of the Employer or a *Deloitte Entity*.

The above terms and conditions are based on, and should be read in conjunction with, the Employer's policies, guidelines, procedures and other rules currently applicable, including but not limited to Administrative Policy Releases (APRs) and Deloitte India (Offices of the US)'s other policies, guidelines, rules, and regulations. The above rules are subject to amendments from time to time and the amended rules, policies, procedures, and guidelines would be posted on the Employer's Intranet site i.e. <https://deloitte.net.deloitte.com/Pages/Home.aspx> for employee reference. The policies will be updated from time to time in the future and we deem to have your consent to any and all such changes. Furthermore, upon acceptance of employment with the Employer, you may be requested to read and acknowledge acceptance of various policies and guidelines of the Employer. It is expected that you will read and acknowledge all such communications.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name



### Training Agreement

On behalf of **Deloitte Tax Services India Private Limited**, please accept our congratulations on your recent offer of employment to join the Company as **Tax Consultant I** pursuant to the terms and conditions of your offer letter dated **August 26, 2024**. You made a very favorable impression with everyone you met and we are excited about the possibility of you joining the Company.

As you may be aware, as a condition of employment with the Company, you may be required to travel Overseas to attend a series of training sessions for a period of up to 90 days. This training will be a combination of classroom procedural training as well as on-site training to observe employees conducting similar work at various client locations. This training represents the confidence we have in your ability to be a valuable member of the practice of the Company.

As per Company policy, we kindly bring to your attention that all employees attending training overseas are required to sign a Training Agreement which will obligate the employee to repay a calculated amount of the costs associated with the training, only if the employee resigns his/her position or are terminated for cause within a specified period after completion of the training (usually between 6 to 18 months). This repayment obligation disappears after the specified period of time has lapsed. We all look forward to seeing you again soon and having you join our team of outstanding professionals.

Sincerely,

For **Deloitte Tax Services India Private Limited**

DocuSigned by:

*Pooja Madhani*

6718FF75DA89400...

By:

Signature

**Authorized Signatory**



**Deloitte Tax Services India Private Limited**  
**Deloitte Tower Survey No. 41 Gachibowli Village, Ranga**  
**Reddy District, CIRCLE 3, Hyderabad - 500032, Telangana,**  
**India**

**Tel: +91 040 67621000**  
**www.deloitte.com**

**Subject: Offer of Employment**

**Dear VARUN KUMAR:**

On behalf of **Deloitte Tax Services India Private Limited** (the "Employer" or "Company"), I am pleased to confirm our offer of employment to you as **Tax Consultant I** based in **Hyderabad**.

We extend this offer, and the opportunity it represents, with great confidence in your abilities. You have made a very favorable impression with everyone you met and we are excited with the prospect of you joining our organization on **JUNE 26, 2022**.

Your immediate manager will communicate details of your role and work responsibilities in the initial weeks of your joining the Employer. During your employment, the Company may require you to work on any project that you are assigned to, on any technical platforms/skills and nature of the project, in differentiated work timing, at designated work space and location as may be decided by the company.

As part of your annual compensation, you will receive a Total Salary of **Rs 382500** and, will be eligible for a performance linked variable bonus. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount could vary depending upon the business and individual performance each fiscal year and, in some situations, could exceed the payout range indicated. Any amounts paid will be subject to statutory and other deductions as per Employer policies and practices. The details of your compensation breakdown are provided in the attached Annexure A.

As an incentive to join the Company, you are eligible to receive a joining bonus of **Rs./₹ 100,000/-** subject to your reporting for full-time employment on **JUNE 26, 2022**. This amount will attract applicable taxes and will be processed as part of your first month's payroll. You will have an obligation to repay the entire amount of your joining bonus if you resign your position or are terminated for cause by the Company within **12 months** of your start date.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

Your employment with us will be governed by the Terms and Conditions as detailed in **Annexure B**, as well as any and all rules, regulations, guidelines, policies and practices of the Employer, which may be amended from time to time. Deloitte LLP and its U.S.-based subsidiaries (the "Deloitte U.S. Firms") requires their employees to make the necessary representations regarding independence and other matters. Because the Employer is an Indian subsidiary of Deloitte LLP, we must also comply with these independence requirements. Accordingly, this offer is conditional upon you agreeing to make such representations under the Employer's Independence Representations requirements, as further explained in **Annexure B**.

Your compensation details are confidential, and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization. We would like you to join the Employer on, or an alternative mutually agreed upon date.

This offer letter, together with the Annexures described herein, and the Non-Disclosure, Non Solicit and Intellectual Property Rights Assignment Agreement, the Information Security Policy (which you are required to sign upon joining), constitute the entire agreement between the parties with respect to the subject matter of this offer, and supersedes all other previous or contemporaneous oral or written representations, understandings or agreements relating to the subject matter of this offer between you and the Employer or its affiliates.

In compliance with applicable laws, Deloitte India (Offices of the US) provides its professionals with home pick-up and drop transport services within **pre-defined** boundary if their shift timings are between 8:30 p.m. - 6:00 a.m. in Hyderabad, 9:00 p.m. - 6:00 a.m. in Mumbai, Pune; 7:00 p.m. - 6:00 a.m. in Gurugram, 8:00 p.m. - 6:00 a.m. in Bengaluru, Chennai, and Kolkata.


This letter and **Deloitte Tax Services India Private Limited** employment application are intended to be final. To accept the offer and the terms of this letter, please sign below in the space provided within three business days.

everyone you have interviewed with joins me in extending to you congratulations and warm regards. We look forward to you joining our team.

Sincerely,

**For Deloitte Tax Services India Private Limited**

Best regards,

By:   
Signature

**Authorized Signatory**

**Acceptance**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



**Annexure A****Tax Consultant I -**

<b>Description</b>	<b>Monthly</b> (Rs. per month)	<b>Annual</b> (Rs. per Annum)
Basic Pay	<b>17,500</b>	<b>210,000</b>
House Rent Allowance (HRA)	<b>8,750</b>	<b>105,000</b>
Special Allowance <sup>1a &amp; 1b</sup>	<b>11,867</b>	<b>142,404</b>
Leave Travel Allowance <sup>2</sup>	<b>1,750</b>	<b>21,000</b>
Differential Allowance	<b>5,833</b>	<b>69,996</b>
Meal Card <sup>3</sup>	<b>2,200</b>	<b>26,400</b>
Employer's contribution to PF	<b>2,100</b>	<b>25,200</b>
<b>Total Salary (in Rs.)</b>	<b>50,000</b>	<b>600,000</b>
Variable Bonus*	You are eligible for a performance linked variable bonus. It will be paid out at the end of the fiscal year, as applicable and on the basis of your individual performance and performance of the business	
Medical Insurance Premium <sup>4</sup>	<b>3,014</b>	<b>36,167</b>

\*The Variable Bonus will vary, primarily based on your individual performance and the performance of the business, during the Employer's fiscal year which is June through May. Your performance will be formally assessed as a part of the Employer Performance Review Cycle Process. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount will vary depending upon the business and individual performance and in some circumstances, could exceed the payout range indicated. The performance of all the employees who have joined the Employer prior to March 1st will be assessed for the fiscal year ending in May. The disbursement of a Variable Bonus, if applicable, is subject to you being active on the rolls of the Employer, during the Annual Incentive Program payout cycle for the fiscal year. For employees joining during the period March 1st to May 30th, a prorated Variable Bonus, if applicable, will be based on the first year-end review ratings in the subsequent year and paid during the Annual Incentive Program payout cycle of that year. The Variable Bonus will not be paid in the event of termination of employment for any reason on or before the disbursement time. The application and interpretation of, and any determinations related to, the Variable Bonus is at the sole discretion of Employer. Employer may amend or terminate the Variable Bonus at any time. All compensation and benefits are based on employee's position with the Employer in India.

Contd/-....

Annexure A

<sup>1</sup>All employees may claim tax exemption, subject to tax rules from time to time, from their Special Allowance component, expenses incurred towards communication and Driver / Fuel & Maintenance Expenses as per eligibility mentioned below:

**Employee Level -  
Tax Consultant I**

<sup>1a</sup>Communication Expenses

<sup>1b</sup>Fuel Expenses

*Only one Post paid mobile, one Land Phone  
and One internet connection bill(s) can be  
claimed.*

*Petrol / Driver / Insurance / Repairs &  
Maintenance*

**Rs./₹ 3,000/-** per month

**Rs./₹ 7,500/-** per month

<sup>1a</sup> The internet/telephone/mobile bills should be in the Employee's name.

<sup>1b</sup> For claiming vehicle running expenses (Driver / Fuel / Repairs & Maintenance expenses) the vehicle has to be in the name of the Employee and the current tax rules are as under. The above limits will be applicable for all those who are on company car lease program and the below limits will apply for all those who are on self-owned car. In case of company leased car, taxability would be as per the current perquisite valuation rules.

Nature of Expenses	Own Vehicle –Maximum Tax exemption limit per month		
	4 Wheelers (Engine Capacity)		
	<= 1600 cc	> 1600 cc	Two Wheelers
Fuel & Maintenance	Rs. 1,800	Rs. 2,400	Rs. 900
Driver's Salary	Rs. 900	Rs. 900	Not applicable

All employees at and above **Senior Staff** are eligible for the company car lease program. If you choose to avail of this benefit, the amount towards lease rental will be paid by the firm on your behalf to the leasing company and your compensation structure will be adjusted accordingly. A revised letter with the new compensation structure will be issued that will supersede this letter for all practical purposes.

<sup>2</sup> The Leave Travel Allowance (LTA) will be paid on a monthly basis as an allowance with tax deducted at source. If you choose to avail the tax benefit on LTA, you should submit proof of expenses incurred by you for Self and / your immediate dependents. The taxability or otherwise of LTA will be as per the Income Tax Act 1961, details of which will form part of the LTA Form.

<sup>3</sup> Meal Card amount will be credited at the start of each month and for the first month (For New Hires) prorated amount will be processed as part of payroll. If not collected, it will be processed as a taxable amount with the salary.

<sup>4</sup> Annual Floating Medical Insurance Coverage for self and **6 dependents** is being paid by the Employer on your behalf. The premium amount is subject to change every year post renewal of insurance policy. In case you opt for an enhancement of the coverage limit, the additional premium will be adjusted accordingly from the special allowance.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

You may also be eligible to either a One-time Stipend or a temporary lodging basis joining the registered office location, you will receive a survey from Deloitte prior to your joining.

You may select the best option for availing the relocation assistance. If an employee who has availed this reimbursement decides to quit within 18 months from the date of relocation claim for whatever reason, the relocation reimbursement paid to the employee will be recovered in full, from the employee's full and final settlement.

By joining the Company, you will become a member under the 'Deloitte USI Employees Welfare Trust' and may be required to make a nominal contribution as a member.

Original bills towards the above components should be submitted during the Income Tax fiscal period evidencing the expenditure to get Income Tax exemption, failing which the same will attract applicable Income Tax.

Submission of false, tampered or altered bills as proof of expense for any of the above components will result in disciplinary action including termination of employment.

**Your compensation above is subject to income tax deduction per rules and guidelines prescribed under the prevailing tax laws. This may change from time to time in line with the amendments done in tax laws.**



## Annexure B

### **Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement ("Employment Agreement")**

In consideration of my employment by **Deloitte Tax Services India Private Limited**, an Employer incorporated under the provisions of the Companies Act, 1956 and having its registered office **Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District, CIRCLE 3, Hyderabad - 500032, Telangana, India** (the "Employer") as **Tax Consultant I** - and other valuable consideration, I acknowledge and agree that:

#### **PRELIMINARY MATTERS**

**1. Defined Terms.** The italicized terms in this agreement (the "Employment Agreement") are defined in **Exhibit A** hereto.

**2. Pre-existing Agreements or Arrangements.** I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Agreements or Arrangements*. The Employer expects me to abide by all restrictions or obligations that are contained in such Pre-existing Agreements or Arrangements and to avoid involvement, while employed by the Employer, in any matter that could pose a conflict as a result of confidential information or intellectual property obtained by me prior to my *Employment*. I further represent that none of these restrictions or obligations, including those set forth in any non-compete agreements with prior employers, is inconsistent with my acceptance of the Employer's offer of *Employment* or my becoming, and serving as, **Tax Consultant I** of the Employer. To the extent applicable and if I am joining the Employer after having served as an employee or official of the United States Government, I further represent that: (1) I have disclosed my prior participation, if any, in any discussions or negotiations with, or decisions to award contracts to, the Deloitte U.S. Firms while I was employed by the United States Government; and (2) I had either recused myself or had not played an active role in the applicable United States Government agency's decision to award any contracts to the Deloitte U.S. Firms while I was employed by the United States Government.

#### **PROTECTION OF OUR BUSINESS**

**3. Reporting of Proceedings.** Except as provided by law and except as I have disclosed in writing on **Exhibit C** to this Agreement, I represent and warrant that I have no *Proceedings* to report. Should I become a subject of any *Proceedings* during my association with the Employer, I agree to immediately report, in writing, all relevant facts to the Chief Talent Officer of Deloitte LLP, the Regional Talent Director of the Employer, and the Chief Ethics and Compliance Officer of Deloitte LLP. I understand that my responses are subject to audit and review by the Employer and others in accordance with applicable professional, ethical, legal, or Employer requirements, rules, regulations, policies, or practices, or other requests.

**4. Confidentiality.** I acknowledge that, by virtue of my *Employment*, I will acquire and be exposed to, have access to, make use of and/or create *Confidential Information*. Therefore, I agree to hold in trust and confidence all such *Confidential Information*. I will neither disclose any such *Confidential Information* to anyone outside a *Deloitte Entity* without the prior written approval of an *Authorized Signatory*, except as required by my authorized duties for the Employer, nor use any such *Confidential Information* for any purpose other than for the benefit of a *Deloitte Entity*.

**5. Third Party Information and Property.** I agree that during my *Employment*, I shall not use or disclose any confidential information or intellectual property of any former employer or other person or entity without the prior written authorization of such employer, person or entity and the prior written consent of an *Authorized Signatory*. If I were to use or disclose any such Confidential Information or Intellectual Property without prior consent, and any of the *Deloitte Entities* become the subject of any claim from a third party regarding such unauthorized use or disclosure, I agree to hold harmless and indemnify the *Deloitte Entities* for any legal defense costs and/or damages related to any such claim.

**6. Authorization.** Only employees of the Employer holding a senior or managerial position with the Employer will be authorized by a specific authorization, delegation, or power of attorney to sign legal documents, representing the Employer. Similarly, only such authorized employees of the Employer may speak about the Employer, the business and plans, various client-related projects etc.

**7. Competing Activities and Conflict of Interest.** During the period of my *Employment* I will not, directly or indirectly, participate in or in any way render services or assistance to any business that is or may be competitive with a *Deloitte Entity*, whether or not for compensation, or engage in any conduct which might result in, or create the appearance of using my position for private gain or other than for the benefit of a *Deloitte Entity*, or otherwise create a conflict, or the appearance of a conflict, of interest with a *Deloitte Entity*. Such conduct shall include, but not be limited to, having an undisclosed financial interest in any vendor or supplier of a *Deloitte Entity*, accepting payments of any kind or gifts other than of a nominal value from vendors, clients or suppliers, or having an undisclosed relationship with a family member or other individual who is employed or

associated with any entity in active or potential competition with a *Deloitte Entity*, and which creates a conflict of interest. I represent and warrant that I am not currently aware of any present or past violation of this provision.

**8. Authorization to Access Systems and Electronic Communications and use of Deloitte Property.** I understand that while employed with a *Deloitte Entity*, I will use and have access to the Systems. I also acknowledge that a *Deloitte Entity* has the right at any time to access, retrieve, delete, monitor, examine, use and/or disclose my Electronic Communications and information from (or about) me and the content, without notice to me, and that such *Electronic Communications* are considered part of a *Deloitte Entity's* business and client records and are not to be considered private or personal to me or any other *Personnel*. I further acknowledge that this right extends to *Electronic Communications* transmitted for either a business or personal purpose.

I agree that I am authorized to access the *Systems* only for approved business purposes and occasional personal use if such use does not interfere with my work responsibilities and other required business activities, business operations, or *Systems* performance. However, I also acknowledge that such occasional personal use does not create an expectation of privacy as to any of my personal *Electronic Communications* and, as such, are *Deloitte Property*.

I further acknowledge that I am not authorized to use the *Systems* for personal gain or any illegal or unethical use. I agree that under no circumstances am I authorized to access any of the *Systems* for the purpose of obtaining *Deloitte Property* for a competitor of a *Deloitte Entity*, transmitting *Deloitte Property* to me (e.g., emailing *Confidential Information* to my personal email address) or to a third party for purposes other than furthering the business objectives of a *Deloitte Entity*. I am not authorized to download a *Deloitte Entity's Confidential Information* or other *Deloitte Property* to removable media such as a CD Rom, disk or thumb drive other than as authorized for furthering the business objectives of a *Deloitte Entity*.

I will be responsible for the safe keeping and return in good condition and order of all the *Deloitte Property* that may be in my use, custody, care or charge. For the loss of any *Deloitte Property* in my possession or custody or for which I have been assigned responsibility, the Employer will have a right to assess on its own basis and recover from me, the damages in respect of such materials (out of the amounts due to me or otherwise) and to take such other legal action as it deems appropriate including termination of my employment without notice or payment in lieu thereof in the event of my failure to account for such material or property to its satisfaction.

**9. Security.** I am provided with a worktable and lockable storage space. I will ensure they are locked when unattended and understand that a duplicate key will only be provided if I sign for it. I am required to display my identity card to the appropriate security personnel on demand and at all times within the office premises.

**10. Ownership of Works.**

a. I agree that the Employer owns all rights, title and interest in and to all *Works*.

b. I agree that all *Works* are deemed works made for hire under India copyright or applicable laws or equivalent laws of any applicable foreign jurisdiction, and all *Intellectual Property Rights* therein vest automatically in the Employer upon creation of the *Works*. I agree that, to the extent any *Work* is held not to be a work made for hire, I hereby irrevocably assign all *Intellectual Property Rights* in the *Work* to the Employer. Notwithstanding anything contained in Section 19(4) of the Indian Copyright Act, 1957, I agree that such assignment shall continue to be in force for perpetuity irrespective of whether or not the Employer exercises its rights as the assignee for any period of time.

c. I will at all times, even after termination of my *Employment*, do whatever the Employer reasonably requests of me, at the Employer's expense, to document the assignment of any *Works* to the Employer or to assist the Employer in pursuing, renewing, extending or assigning any *Intellectual Property Rights*, and otherwise perfecting, protecting and enforcing said *Intellectual Property Rights* in, any *Works*. I agree that, as between me and the Employer, the Employer shall be the sole author, inventor, and owner of all such *Works* and *Intellectual Property Rights* therein throughout the world, and that the Employer shall have the sole right to seek copyright registrations, patents or trademark registrations, including all extensions and renewals thereof. I also hereby agree that I waive all moral rights in any *Works*.

I also agree to assign all my right, title and interest in and to any particular *Works* to a third party as directed by the Employer.

In the event the Employer is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraphs, I hereby irrevocably designate and appoint the Employer and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and in my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraphs with the same legal force and effect as if executed by me. I hereby waive any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any *Works* assigned hereunder to the Employer.

d. During a 12 month period after termination of my *Employment*, I agree that any *Intellectual Property* I create or conceive that results from and is related to any work assigned to or performed by me for the Employer, or that was created using *Deloitte Property*, is a *Work* that is subject to Paragraph 10 (b) above. For purposes of clarification, the foregoing provision is in addition to, and not in limitation of, any rights and remedies the Employer may have under the applicable laws protecting *Intellectual*

*Property of the Deloitte Entities.*

e. I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Employer) of all *Works* developed by me during the period of my employment with the Employer, which records shall be available to and remain the sole property of the Employer at all times.

**11. Pre-existing Creations; Personal Creations.** My obligations in Paragraph 10 do not apply to *Pre-existing Creations* and *Personal Creations*. I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Creations*. I acknowledge and agree that I will not assert any ownership rights against the *Deloitte Entities*, or their respective clients, with respect to any *Pre-existing Creations* unless they appear on **Exhibit B**, and **Exhibit B** has been accepted and agreed to by an *Authorized Signatory* who has signed at the bottom of such **Exhibit B**. I further agree that I shall not use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment* without the prior written consent of an *Authorized Signatory*. To the extent that I use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment*, I agree that, except as otherwise provided in a written agreement executed by me and the Employer, I hereby grant to the Employer an irrevocable, royalty free, perpetual, fully paid up, transferable, sub-licensable license to use, reproduce, distribute, display, perform, modify and create derivative works of and otherwise exploit such *Pre-existing Creations* or *Personal Creations* for any purpose including, but not limited to, client engagements.

**12. Post- Employment Restrictions re: Clients.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or serving of certain clients related to my work for a *Deloitte Entity* would necessarily involve the unauthorized use or disclosure of *Confidential Information*, and the proprietary relationships and goodwill of the *Deloitte Entities*, and, in the case of my serving of certain clients, could compromise the full compliance of the Employer or another *Deloitte Entity* with the applicable laws, rules and regulations of a U.S. or India regulatory body or other independence-related requirement of a regulatory body. Accordingly, during the period of my *Employment* and for a period of one year thereafter, I will not, directly or indirectly, solicit or provide services to any existing client of a *Deloitte Entity* with which I had personal contact and provided services during the two-year period prior to termination of my *Employment*.

**13. Exceptions to Post- Employment Restrictions re: Clients.** I understand that the obligations of Paragraph 12 will not apply for a period of three (3) years after my start date or the date of my promotion or transfer to clients of a *Deloitte Entity* and/or certain specified kinds of services rendered to such clients that meet all of the following criteria: (a) are personal clients of mine who came to a *Deloitte Entity* solely to avail themselves of certain specified kinds of services rendered by me and only as a result of my own independent recruitment efforts, which a *Deloitte Entity* neither subsidized nor otherwise financially supported as part of a program of client development, (b) are listed on **Exhibit D** expressly by name with respect to client and with sufficient specificity with respect to the kinds of service(s) that I will be permitted to render, and (c) are accepted and agreed to as to their listing on **Exhibit D** by an *Authorized Signatory* who has signed at the bottom of such Exhibit. I agree that after a period of three (3) years from my start date or the date of my promotion or transfer the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on **Exhibit D** to support the application of the obligations of Paragraph 12 to those clients.

**14. Future Employment with Clients.** Except as otherwise provided herein, I understand that I am not prohibited from accepting employment with a client (or an affiliate of such client) of a *Deloitte Entity*. Before entering into substantive discussions with an *Attest Client* regarding any employment opportunity, I acknowledge and agree that during my *Employment* and for five years thereafter I must first notify *Independence* and obtain prior written approval from *Independence*. I acknowledge and understand that it is the intent of the Employer to interpret and apply this provision (a) in an effort to ensure the full compliance of the *Deloitte Entities* with applicable U.S. and India laws, rules, and regulations; (b) to serve the public interest; and (c) to protect the legitimate interests of the *Deloitte Entities* or their respective *Attest Clients* under applicable U.S. or India laws, rules and regulations in a manner that is no greater than is reasonably necessary to protect such interests and without being unduly harsh and oppressive to me and my interests in future employment with an *Attest Client*. Further, I acknowledge and agree that because of, among other things, the importance of the *Deloitte Entities* remaining in compliance with applicable independence rules, such approval may be withheld by *Independence* in the event that my employment with an *Attest Client* would, in the view of Deloitte LLP, be inconsistent with applicable laws, rules and regulations or jeopardize the independence of a *Deloitte Entity* with respect to such *Attest Client*.

**15. Restrictions re: Personnel and Contractors.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or hiring or of any of its *Personnel* or contractors of the *Deloitte Entities*, or my participation in their hiring, admission or retention, would necessarily involve the unauthorized use or disclosure of *Confidential Information* or the proprietary relationships and goodwill of the *Deloitte Entities*. Accordingly, during my *Employment* and for one year thereafter, I will not, directly or indirectly, (a) solicit or attempt to solicit, or participate in the solicitation of or any attempt to solicit any *Personnel* to leave a *Deloitte Entity*, or to join any firm or business with which I may be or become affiliated; (b) participate in the hiring or admission of any *Personnel*; or (c) cause a contractor of a *Deloitte Entity* to cease providing services to, with, or on behalf of the *Deloitte Entity*.

**16. Post- Employment Restrictions re: Deloitte Property.** Upon termination of my *Employment*: (a) I will not use or disclose *Deloitte Property*, including, but not limited to, *Confidential Information* and *Works*, for any purpose; (b) I will not retain or take with me any *Deloitte Property*; (c) I will immediately deliver to a *Deloitte Entity* at any location that it designates, at my expense, within one business day after the termination of my *Employment* or on an alternate date designated by a *Deloitte*

*Entity*, any *Deloitte Property* that I may then or thereafter hold or control; and (d) I agree to allow a *Deloitte Entity* to inspect any of my personal or home computers, including smart phones, tablet computers, or any device, media or location capable of storing electronic data, to determine whether any *Deloitte Property* resides on such computers and to permit a *Deloitte Entity* to remove such *Deloitte Property*.

## OTHER POST- EMPLOYMENT OBLIGATIONS

**17. Transition of Work and Cooperation.** Upon termination of my *Employment* for any reason, I will cooperate with a *Deloitte Entity* in all matters relating to the completion of pending work and its orderly transfer. I will also cooperate fully with a *Deloitte Entity* in connection with any threat of or actual legal proceeding against a *Deloitte Entity* or any client, customer or licensor of a *Deloitte Entity* arising out of any matter with or of which I had contact or knowledge during my *Employment*.

**18. Notification of Post- Employment Obligations.** I agree that prior to accepting employment or affiliation with another firm or business I will advise such firm or business of my duties and obligations under this Employment Agreement. After my *Employment* ends, I agree that a *Deloitte Entity* shall be permitted to advise any firm or business with which I have accepted an offer of employment or affiliation concerning my duties and obligations under this Employment Agreement.

**19. Certification.** I agree that during or after my *Employment* I will, if requested, provide written certification in such form as the Employer may require that I have complied with my obligations hereunder, including, without limitation, those obligations set forth in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15 and 16 of this Agreement.

## OUR ENFORCEMENT RIGHTS AND REMEDIES IN THE EVENT OF A BREACH

**20. Equitable Relief and Attorney's Fees.** I acknowledge and agree that a breach of this Employment Agreement, including, but not limited to, a breach of my duties and obligations under the terms and conditions of Paragraphs 4, 5, 7, 8, 9, 10, 12, 14, 15 or 16 would cause irreparable harm to the *Deloitte Entities* and that, in addition to other remedies, the Employer on behalf of itself or another *Deloitte Entity* is entitled to a temporary restraining order, an injunction or other equitable relief to prevent any such breach. I also acknowledge that, to the extent permitted by law, a *Deloitte Entity* will be entitled to the payment of the *Deloitte Entities'* reasonable costs and attorney's fees incurred in enforcing this Employment Agreement. I also acknowledge that, to the extent permitted by law, the Employer may request that a court extend the one year period following the termination of my *Employment*, as provided in Paragraphs 12 and 15, to correspond with the period that I participated in activities prohibited by Paragraphs 12 and 15.

**21. Liquidated Damages: Client Fees.** I agree that in the event of a breach under Paragraph 12, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

**22. Liquidated Damages: Compensation.** I agree that the precise amount of damages flowing from a breach under Paragraph 15 would be impracticable or extremely difficult to ascertain in an actual amount. Therefore, I agree that in the event of a breach under Paragraph 15, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by or owed to any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

**23. Right of Inspection.** I agree to permit the Employer (or to use my best efforts to enable the Employer) to inspect my books and records (and the books and records of any entity which employs or is associated or affiliated with me), upon request and at reasonable times, to enable the Employer to confirm the calculations described above and to verify compliance with Paragraphs 12 and 15. The Employer shall keep confidential any proprietary information obtained, except as may be necessary or desirable to enable the Employer to enforce its rights under this Employment Agreement and except as may be required by any statute, court or administrative order to decree or government ruling or regulation.

**MISCELLANEOUS**

**24. Governing Law; Choice of Forum.** This Employment Agreement is deemed to have been executed in the Employer's office in **Hyderabad, Telangana, India** and will be construed and governed in accordance with the laws of the Republic of India without regard to its conflicts-of-law principles. You agree to submit to jurisdiction before any court of record in which the Employer's office to which you were assigned is located, or in which a breach of this Employment Agreement may occur, at the election of the Employer, and you waive any right to raise questions of personal jurisdiction or venue in any action the Employer may bring against you in any such court. You further agree to accept service of process/summons/legal notice from the Employer when that process/summons/legal notice is either sent to your last known address by certified mail or served by any other means permitted under the law of the jurisdiction in which the Employer may bring an action against you.

**25. Modifications.** My obligations hereunder may not be changed or modified, released, discharged, abandoned or terminated, in whole or in part, except by an instrument in writing signed by an *Authorized Signatory*.

**26. Severability.** Every provision of this Employment Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such term or provision will be enforced to the maximum extent permitted by law and, in any event, such illegality or invalidity shall not affect the validity of the remainder of the Employment Agreement.

**27. Blue-Penciling.** If any court determines that any provision of this Employment Agreement, or any part hereof, or the application of any such provision, or any part hereof, to any person or circumstance is unenforceable or void, such court shall have the power to modify such provision, or any part hereof, to the extent necessary to render it legal and enforceable while preserving its intent, or if such modification is not possible, by substituting therefore another provision that is legal and enforceable and that achieves the same objective.

**28. Waiver.** None of my obligations under this Employment Agreement shall be deemed to have been waived by the Employer except if the giving of such waiver is contained in a written notice given to me and no such waiver shall be deemed to be a waiver of any other or further obligation I have under this Employment Agreement.


**29. Entire Agreement.** This Employment Agreement, the Employer's employment application, the Terms and Conditions of Service issued pursuant to the offer of employment and any documentation employing me or transferring me to the Employer, contain the entire understanding between me and the Employer or any other *Deloitte Entity* with respect to the subject matter hereof and supersedes all prior representations, warranties, and agreements with respect to such subject matter, and no representations, warranties or other covenants exist with respect to such subject matter that are not contained or expressly referred to herein. Notwithstanding the foregoing, any written agreement between a *Deloitte Entity* and me with respect to the subject matter hereof that was signed by me prior to the effective date of this Employment Agreement shall remain valid and enforceable according to the terms of such agreement with respect to all acts and omissions occurring prior to the effective date of this Employment Agreement. In the event of a conflict between this Employment Agreement and the employment application or any other document purporting to set forth terms and conditions of my *Employment*, this Employment Agreement will control.

**30. Transfer and Assignment.** Unless as the Employer shall otherwise determine, the rights, obligations and benefits of the Employer under this Employment Agreement, including but not limited to those rights and benefits relating to my post-Employment obligations set forth in this Paragraph 30 and in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19 and 23 above, are transferred and assigned, in whole or in part (as the Employer shall determine) and without the need for my consent or the formality of documentation or prescribed processes, to (a) any *Deloitte Entity* in connection with my transfer to that *Deloitte Entity* or (b) any entity that acquires all or a part of the assets or business of the Employer. All provisions of this Employment Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, representatives, successors, and assigns of the Employer and me, and any *Deloitte Entity* to which I may be transferred during my *Employment*, provided, however, none of my duties or obligations under this Employment Agreement may be assigned or transferred by me to any other person or entity without the Employer's prior written approval of such assignment or transfer. Any purported assignments in violation of this Paragraph 30 shall be null and void.

**31. Headings.** The headings contained in this Employment Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Employment Agreement.

I have read the foregoing, understand it, and agree to comply with its terms.

**For Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
 6718FF75DA89400...

Pooja Madhani

**Talent**

**Authorized Signatory**

Effective as of , I accept all the terms and conditions of the Employer as stipulated in this Employment Agreement.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name



**EXHIBIT A**

The definitions below apply to the italicized terms that appear in the Employment Agreement (including the exhibits):

**Attest Client** – attest client (or an affiliate of such client) of Deloitte & Touche LLP or a *Deloitte Entity*.

**Authorized Signatory** – a director, officer or other person who is authorized to sign on behalf of a *Deloitte Entity*.

**Confidential Information** – any information not generally known to the public, in any *Form*, that (1) relates to the operation of a *Deloitte Entity* or provides the *Deloitte Entities* with a competitive advantage, (2) consists of Personally Identifiable Information (*PII*) or other personal information about *Personnel*, client and other third party personnel, independent contractors, subcontractors, agents, vendors, suppliers or others which the Employer or another *Deloitte Entity* receives in the course of business, and (3) all other information entrusted to the Employer or another *Deloitte Entity* by clients and other third parties. *Confidential Information* includes, but is not limited to, *Intellectual Property*, supplier information, designs, business or marketing plans, forecasts and financial information, tax returns, tax identification numbers, agreements, client or prospective client lists, specific information about clients or prospective clients such as preferences for specific products and services, client or prospective client needs based on financial history and past purchases of services, client or prospective client development plans, specific rates charged to a client or offered to a prospective client and other business or client records. *Confidential Information* also includes, but is not limited to, debit or credit card information, employment applications, organization charts, performance ratings and other personnel records.

**Deloitte Entity** – the Employer, Deloitte LLP, and any corporation, company, partnership, limited liability company or other entity (a) that (i) is owned, directly or indirectly, in whole or in part, by Deloitte LLP (the “Deloitte U.S. Firms”), including but not limited to Deloitte LLP subsidiaries in India, the Deloitte Touche Tohmatsu verein, Deloitte Global Services Limited, Deloitte Global Services Holdings Limited, Deloitte Touche Tohmatsu Limited (“DTTL”) or any member firm of DTTL or affiliate thereof (collectively, the “DTTL Member Firms”) or (ii) controls, is controlled by or is under common control with any of the entities listed in clause (i); or (b) in which any *Personnel* participated on its behalf, or carried out any duties with respect to its affairs. For purposes of this Employment Agreement, the term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract, or otherwise.

**Deloitte Property** – *Confidential Information*, *Systems*, equipment, debit and credit cards issued in connection with my *Employment*, furniture, facilities and any and all other materials owned, licensed or leased by a *Deloitte Entity*, including, without limitation, computerized or electronic information and all copies thereof in any form or media, created by, furnished to, obtained by or prepared by me in the course of my employment in any capacity.

**Deloitte India (Offices of the US)** – The following companies shall be deemed to be the affiliates of each other and are collectively referred to as Deloitte India (Offices of the US): (i) Deloitte Consulting India Private Limited (ii) Deloitte Tax Services India Private Limited (iii) Deloitte Support Services India Private Limited (iv) Deloitte Financial Advisory Services India Private Limited and (v) Deloitte & Touche Assurance & Enterprise Risk Services India Private Limited.

**Electronic Communications** – all text, audio, video, images, information, data, files and attachments created, displayed, sent, received, posted, accessed or stored, whether deleted or not, by means of the *Systems*.

**Employment** – the nature of my relationship with the Employer or a *Deloitte Entity* pursuant to this Employment Agreement. Alternatively, and depending on context, *Employment* is the period of time during which this relationship persists.

**Form** – paper, computer disc, USB drive, website; any other tangible or electronic medium by which information may be stored or accessed; and human memory.

**Independence** – National Office (Independence) of Deloitte LLP.

**Intellectual Property** – works of authorship (including, without limitation, books, articles, data compilations, software and other copyrightable materials), materials, patents, inventions, designs, techniques, methodologies, processes, discoveries, know-how, ideas, trade secrets, moral rights, trademarks and other indicia of origin together with the goodwill therein, and all patent applications, copyright and trademark applications and registrations, and extensions and renewals thereof, throughout the world.

**Intellectual Property Rights** – all rights, title and interest in Intellectual Property.

**PCAOB** – the United States Public Company Accounting Oversight Board.

**Personal Creations** – *Intellectual Property* that meet all of the following criteria: (1) it is conceived, developed, and created by me on my own time without using *Deloitte Property* or *Personnel* (during work hours), facilities, *Confidential Information* or *Works* of a *Deloitte Entity*, (2) it is unrelated to the actual or reasonably anticipated business or research and development of a

*Deloitte Entity*, and (3) it does not result from any work performed by me and the *Personnel* (during work hours) for a *Deloitte Entity*.

**Personnel** – partners, principals, members, officers and employees of a *Deloitte Entity*.

**PII** – information (excluding business contact information such as an individual's name and one or more of the following: organization name, organizational title, organizational role, business address, business telephone number (including business cell phone number and business email address) relating to an identified or identifiable natural person. An identifiable natural person is a natural person who can be identified, directly or indirectly, by reference to an identification number or factors specific to his or her physical, physiological, mental, economic, cultural or social identity. Set forth below is a non-exclusive list of information that constitutes PII when such information relates to an identified or identifiable natural person:

- Account number (bank account, credit card, etc.)
- Address
- Biometric identifier
- Certificate or license number
- Date of birth
- Government identifiers (such as PAN)
- Name\*
- Personnel Number
- Photograph or video identifiable to an individual
- Vehicle identifier or serial number
- Other information related to an individual that may directly or indirectly identify that individual (e.g., salary, performance rating, purchase history, call history, etc.)

\* Note: When an individual's name is used with PII that is not business contact information, it is included in the definition of PII.

**Pre-existing Agreements or Arrangements** – agreements or arrangements that (1) relate to any *Pre-existing Creations*; or (2) may affect my ability to comply with the requirements of this Employment Agreement, including all contractual and other restrictions or obligations with other parties, including any post-employment restrictions and required notifications to the extent applicable under 18 United States Code §207, CFR 3.104-4, and India laws, rules and regulations that may or will impose limitations on my professional activities during my *Employment* (such as any non-compete agreements with prior employers and the one-year ban on lobbying contacts).

**Pre-existing Creations** – any *Intellectual Property* and *Intellectual Property Rights* that were developed or created by me, alone or with others, or otherwise acquired by me, before the period of my employment in any capacity with the Employer, in which I claim any ownership or right.

**Proceedings** – past or pending (1) actual or threatened claims or complaints of, or arising out of service to, present or former clients, (2) regulatory, self-regulatory, disciplinary, administrative, civil or criminal investigations, inquiries, charges, complaints, actions, sanctions, alternative dispute resolution proceedings, other proceedings or matters (other than criminal proceedings which relate solely to the operation of a motor vehicle) of any kind or nature, in India or any other jurisdiction, against me, including criminal proceedings arising out of my provision of professional services, proceedings brought by a professional association, or proceedings involving the Securities and Exchange Board of India, United States Securities and Exchange Commission or the PCAOB, other professional bodies like the Institute of Chartered Accountants of India or (3) matters of any kind or nature which could adversely affect my association with the Employer or my ability to perform my duties or responsibilities to the Employer, whether set forth in this Employment Agreement or otherwise, or my registration with or licensure by any governmental, quasi-governmental, or other regulatory agency, body or entity, in or outside the United States or India.

**Systems** – the communications systems or any part of such systems that a *Deloitte Entity* owns, licenses or operates and approves for use, including, but not limited to, e-mail, text messaging, Lotus Notes, Deloitte Online (eRoom), instant messaging, local area network, wide area network, Intranet (e.g., DeloitteNet, D Street), Internet, extranet, collaborative tools (e.g., blogs, wikis, etc.), laptop and desktop computers, servers, air cards, Personal Digital Assistants, cell phones, telephones and voicemail.

**Works** – all *Intellectual Property*, in any *Form*, created by me, alone or with others, during the period of my *Employment* that (1) is created within the scope of my *Employment*; (2) relates in any manner to the actual or anticipated business, research, or development of a *Deloitte Entity*; (3) results from any work assigned to or performed by me, alone or with others, for the Employer; or (4) is created with the use of *Deloitte Property*.

**EXHIBIT B****Pre-existing Creations; Pre-existing Agreements or Arrangements**

I understand and agree that the Employer makes no attempt to verify my claim of ownership to any of the *Pre-existing Creations* listed, and makes no admission that any *Pre-existing Creations* listed are owned by me.

[If yes, please enter details below]

Yes, I do have *Pre-existing Creations, Pre-existing Agreements or Arrangements*

No, I do not have *Pre-existing Creations, Pre-existing Agreements or Arrangements*

<b><u>Title</u></b>	<b><u>Date</u></b>	<b><u>Brief Description</u></b>
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\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Print)

ACCEPTED AND AGREED TO:

**Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
6718FF75DA89400...

Pooja Madnani

**Talent**

Its: *Authorized Signatory*

\_\_\_\_\_  
Date

An *Authorized Signatory's* signature is required only if *Pre-existing Creations* or *Pre-existing Agreements* or *Arrangements* are listed pursuant to Paragraphs 2 and 11 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment made in light of Paragraph 2 that *Pre-existing Creations*, if any, are described and explained in sufficient detail so that the likelihood of confusion between the employee's *Pre-existing Creations* and the *Intellectual Property* of a *Deloitte Entity* can be avoided or minimized in the future and further indicates that the *Pre-existing Agreements* or *Arrangements* have been obtained and reviewed and that the *Authorized Signatory* is satisfied that such *Pre-existing Agreements* or *Arrangements* will not interfere with the employee's ability to comply with the requirements of this Employment Agreement.

**EXHIBIT C**

**Proceedings**

[none, unless otherwise specified]

Yes, I do have *Proceedings* to report

No, I do not have *Proceedings* to report

My signature below certifies that to the best of my knowledge, the information I have provided above, pursuant to Paragraph 3, is complete and accurate.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

**EXHIBIT D**

**Exceptions to Post-Employment Restrictions: re: Clients**

[none, unless otherwise specified]

As specified in Paragraph 13, I agree that after a period of three (3) years from my start date or the date of my employment, as the case may be, the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on Exhibit D to support the application of the obligations of Paragraph 12 to those clients.

Yes, I do have  
Post-Employment Restrictions  
re: Clients

No, I do not have  
Post-Employment Restrictions  
re: Clients

<u>Name of Client</u>	<u>Specified Kind of Services(s) Permitted</u>
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ACCEPTED AND AGREED TO:

**Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
6718FF75DA89400...

Pooja Madnani

**Talent**

Its:     Authorized Signatory	<hr/>
	Date

I have read and understood the above policy terms.

<hr/>	<hr/>	<hr/>
Signature	Name	Date

A n *Authorized Signatory's* signature is required only if information is provided pursuant to Paragraph 13 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment that criteria in Paragraph 13 have been fully satisfied, the clients listed have been properly identified, and the kinds of services permitted have been described with sufficient specificity.

## Terms and Conditions of Service

In continuation to our offer of employment with **Deloitte Tax Services India Private Limited** (the "Employer"), please note the terms and conditions of service.

The italicized terms in these Terms and Conditions of Service are defined in **Exhibit A** of the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement hereto.

### Terms of Service

#### 1. COMPLIANCE WITH INDEPENDENCE, ETHICS AND OTHER REQUIREMENTS

Deloitte & Touche LLP performs attest services for certain of its clients and is subject to the independence requirements of, among others, the United States Securities and Exchange Commission (SEC), the United States Public Company Accounting Oversight Board (PCAOB), and the American Institute of Certified Public Accountants (AICPA). These requirements mandate that certain of the Employer's employees and their relatives be independent of some or all of such attest clients and their affiliates in accordance with the policies of Deloitte LLP and its subsidiaries (the "Deloitte US Entities").

Upon joining the Employer, you will be asked to review a listing of the attest clients and the affiliates of such clients of certain of the Deloitte US Entities and disclose relationships or financial holdings that you or your relatives may have that could affect the independence of the Deloitte US Entities. Any relationships or holdings that conflict with, among other things, the requirements of the SEC, the PCAOB or the AICPA or the independence or ethics policies of the Deloitte US Entities will need to be resolved immediately. Further, you will be required to comply with these policies throughout your career with the Employer, including, when applicable, maintaining a current list of certain of your financial interests (but not their value) in the independence tracking system.

As a condition to your joining the Employer and continued employment, you are required to complete a representation regarding your understanding of, and compliance with, independence and other matters, on a periodical basis (as requested beginning on or prior to the date of you joining the Employer, annually thereafter, and upon certain changes in your role in the Employer), the details of which are provided in the independence representation. An example copy of this representation form is available for your reference on [www.deloittenet.com](http://www.deloittenet.com). The representation should be made to the best of your knowledge and ability. It is your responsibility to consult on any matter should you be uncertain or have a question. You are also requested to refer to [www.deloittenet.com](http://www.deloittenet.com) and *Independence* for more information in this respect. The representations made by you will be subject to an audit and may be reviewed by Deloitte LLP representatives and shared with certain third parties. If you are selected for such an audit, you will need to submit certain personal financial records to Deloitte LLP's internal audit team. Please be assured that Deloitte LLP fully intends to keep all information obtained through the audit process confidential and secure. You hereby give your consent to Deloitte LLP to use the information provided by you for such purposes as provided in the policies regarding independence and ethics.

In the event you (i) do not cooperate or comply with the independence requirements, or (ii) do not complete the necessary representations, or (iii) make inaccurate representation(s); you may be subject to disciplinary action including and up to termination of employment with the Employer.

Please feel free to contact or consult *Independence* should you require any further information or if you have any specific concerns in this respect.

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#### 2. NON DISCLOSURE, NON SOLICIT AND INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AGREEMENT ("Employment Agreement")

You will be expected to sign the Employer's Employment Agreement. Please contact Talent for further details.

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#### 3. HARRASSMENT POLICY

**Administrative Policy Release ("APR") 213** is the Employer's policy prohibiting harassment. Deloitte LLP's subsidiaries located in India ("Deloitte India (Offices of the US)") are committed to providing a working environment that is free from harassment based on caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis, in accordance with applicable Indian central, state or local law. Expressly forbidden are unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Depending on the circumstances, such harassment may also include conduct such as stereotyped or demeaning remarks or gestures or the display or circulation, whether in writing or electronically, of materials or pictures offensive to persons because of their caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis in accordance with applicable Indian central, state or local law. The full policy will be accessible to you on DeloitteNet after joining Deloitte U.S. India.

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#### 4. WORKING HOURS, HOLIDAYS, LEAVES AND MATERNITY BENEFITS

You will be provided with your standard working hours, which may vary over the course of your career. The Employer may, from time to time, subject to applicable laws, require the employee to work beyond these hours.

You shall be entitled to paid holidays and leave as per the Employer's policies.

Women employees are eligible for maternity benefits as per the recent amendments (2017) in the maternity benefit act, 1961, including having 26 weeks of maternity leave with pay, as applicable.

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#### 5. RETIREMENT AGE

The age of retirement for employees of Deloitte India (Offices of the US) is 60 years. Your employment will therefore automatically terminate at the end of the month in which you attain 60 years.

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#### 6. TRANSFERS

You may be transferred, assigned, or asked to attend training at the offices of a Deloitte Entity or its clients or third parties in India or abroad with or without additional compensation. In such an event, you will also be governed by the terms and conditions of service applicable to the transfer, assignment, or training.

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#### 7. NOTICE PERIOD FOR TERMINATION OF SERVICES

The notice period for termination of your services is **60 Days** by either side and/or salary in lieu of notice period on part of the Employer only.

The Employer expects all employees to maintain the highest standards of professional conduct at all times.

In order to assure orderly operations and provide the best possible work environment, the Employer expects you to follow rules of conduct that will protect the interests and safety of all personnel, including but not limited to the Code of Ethics and Professional Conduct.

In the event of any breach of the Code of Ethics and Professional Conduct, non-performance of a contractual obligation or the terms and conditions laid down in this Annexure, or if you engage in any misconduct whether or not in connection with or affecting the business or affairs of the Employer or the work conduct, as specified by Employer, you will be subject to disciplinary action up to and including termination of your services/ employment with the Employer without any notice or payment in lieu of notice notwithstanding any other terms and conditions stipulated herein.

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#### 8. MISCONDUCT

Misconduct may include but is not limited to:

- Irregular attendance: repeated or excessive absence, tardiness or early departures/ late comings without approval.
- Unreported or unapproved absence (including overstay of leave) for more than five consecutive days or deviation from assigned and accepted schedule for more than five days.
- Falsification or manipulation in background verification process or employment records, employment information, or other records prior to or after joining the Employer.
- Falsification or manipulation of Deloitte Time & Expense (DTE).
- Knowingly providing false statements, either verbally or in written form.
- Neglect of normal duties and functions.
- Practices such as reading personal materials during working time, having obscene or inappropriate posters or screen savers at your work station, playing games at your work station, etc.
- Continued discharge of work functions that do not meet the standards reasonably expected.
- Breach of the confidentiality provision in the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement including disclosing to any unauthorized person any *Confidential Information* or *PII*.
- Willful insubordination or disobedience, whether or not in combination with another, of any lawful and reasonable instructions of any member of management or any authorised person.
- Engaging in unapproved outside employment and activities as defined in APR 218 (US & IND)

([https://deloittenet.deloitte.com/About/Policies/Admin/Pages/218\\_OutsideEmploymentActivities\\_US.aspx](https://deloittenet.deloitte.com/About/Policies/Admin/Pages/218_OutsideEmploymentActivities_US.aspx)).

- Installing, downloading, copying or duplicating any unauthorized or unlicensed software, programs, games, or attachments on any computer system of the Employer or of any *Deloitte Entity* or its clients.
- Engaging in any illegal activities.
- Workplace violence, including threats of physical violence.
- Corporate credit card delinquencies.
- Causing damage to the property of the Employer, any *Deloitte Entity*, its clients, or their respective personnel
- Going on or abetting a strike in contravention of any law.
- Theft of any property belonging to another, the Employer or any *Deloitte Entity*, or their respective personnel, clients, or visitors
- Possession of firearms, explosives, knives or any instruments that can be used as an injurious or deadly weapon in the workplace or at any *Deloitte Entity* sponsored event.
- Corruption, fraud, or misappropriation of funds.
- Failure to comply with the policies, guidelines, rules and regulations of the Employer or a *Deloitte Entity* as applicable.
- Excessive personal use of the Employer's telephone, fax or computer systems.
- Failure to adhere to applicable laws.
- Any act prejudicial to or in conflict with the interests of the Employer or a *Deloitte Entity*.

The above terms and conditions are based on, and should be read in conjunction with, the Employer's policies, guidelines, procedures and other rules currently applicable, including but not limited to Administrative Policy Releases (APRs) and Deloitte India (Offices of the US)'s other policies, guidelines, rules, and regulations. The above rules are subject to amendments from time to time and the amended rules, policies, procedures, and guidelines would be posted on the Employer's Intranet site i.e. <https://deloittenet.deloitte.com/Pages/Home.aspx> for employee reference. The policies will be updated from time to time in the future and we deem to have your consent to any and all such changes. Furthermore, upon acceptance of employment with the Employer, you may be requested to read and acknowledge acceptance of various policies and guidelines of the Employer. It is expected that you will read and acknowledge all such communications.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name





### Training Agreement

On behalf of **Deloitte Tax Services India Private Limited**, please accept our congratulations on your recent offer of employment to join the Company as **Tax Consultant I** pursuant to the terms and conditions of your offer letter dated **August 26, 2024**. You made a very favorable impression with everyone you met and we are excited about the possibility of you joining the Company.

As you may be aware, as a condition of employment with the Company, you may be required to travel Overseas to attend a series of training sessions for a period of up to 90 days. This training will be a combination of classroom procedural training as well as on-site training to observe employees conducting similar work at various client locations. This training represents the confidence we have in your ability to be a valuable member of the practice of the Company.

As per Company policy, we kindly bring to your attention that all employees attending training overseas are required to sign a Training Agreement which will obligate the employee to repay a calculated amount of the costs associated with the training, only if the employee resigns his/her position or are terminated for cause within a specified period after completion of the training (usually between 6 to 18 months). This repayment obligation disappears after the specified period of time has lapsed. We all look forward to seeing you again soon and having you join our team of outstanding professionals.

Sincerely,

For **Deloitte Tax Services India Private Limited**

DocuSigned by:

*Pooja Madhani*

6718FF75DA89400...

By:

Signature

**Authorized Signatory**

**Deloitte Tax Services India Private Limited****Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District, CIRCLE 3, Hyderabad - 500032, Telangana, India****Tel: +91 040 67621000**  
**www.deloitte.com****Subject: Offer of Employment****Dear L VENKATESH**

On behalf of **Deloitte Tax Services India Private Limited** (the "Employer" or "Company"), I am pleased to confirm our offer of employment to you as **Tax Consultant I** based in **Hyderabad**.

We extend this offer, and the opportunity it represents, with great confidence in your abilities. You have made a very favorable impression with everyone you met and we are excited with the prospect of you joining our organization on **OCT 12, 2022**.

Your immediate manager will communicate details of your role and work responsibilities in the initial weeks of your joining the Employer. During your employment, the Company may require you to work on any project that you are assigned to, on any technical platforms/skills and nature of the project, in differentiated work timing, at designated work space and location as may be decided by the company.

As part of your annual compensation, you will receive a Total Salary of **760000** and, will be eligible for a performance linked variable bonus. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount could vary depending upon the business and individual performance each fiscal year and, in some situations, could exceed the payout range indicated. Any amounts paid will be subject to statutory and other deductions as per Employer policies and practices. The details of your compensation breakdown are provided in the attached Annexure A.

As an incentive to join the Company, you are eligible to receive a joining bonus of **Rs./₹ 100,000/-** subject to your reporting for full-time employment on **OCT 12, 2022**.

. This amount will attract applicable taxes and will be processed as part of your first month's payroll. You will have an obligation to repay the entire amount of your joining bonus if you resign your position or are terminated for cause by the Company within **12 months** of your start date.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

Your employment with us will be governed by the Terms and Conditions as detailed in **Annexure B**, as well as any and all rules, regulations, guidelines, policies and practices of the Employer, which may be amended from time to time. Deloitte LLP and its U.S.-based subsidiaries (the "Deloitte U.S. Firms") requires their employees to make the necessary representations regarding independence and other matters. Because the Employer is an Indian subsidiary of Deloitte LLP, we must also comply with these independence requirements. Accordingly, this offer is conditional upon you agreeing to make such representations under the Employer's Independence Representations requirements, as further explained in **Annexure B**.

Your compensation details are confidential, and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization. We would like you to join the Employer on, or an alternative mutually agreed upon date.

This offer letter, together with the Annexures described herein, and the Non-Disclosure, Non Solicit and Intellectual Property Rights Assignment Agreement, the Information Security Policy (which you are required to sign upon joining), constitute the entire agreement between the parties with respect to the subject matter of this offer, and supersedes all other previous or contemporaneous oral or written representations, understandings or agreements relating to the subject matter of this offer between you and the Employer or its affiliates.

In compliance with applicable laws, Deloitte India (Offices of the US) provides its professionals with home pick-up and drop transport services within **pre-defined** boundary if their shift timings are between 8:30 p.m. - 6:00 a.m. in Hyderabad, 9:00 p.m. - 6:00 a.m. in Mumbai, Pune; 7:00 p.m. - 6:00 a.m. in Gurugram, 8:00 p.m. - 6:00 a.m. in Bengaluru, Chennai, and Kolkata.


This letter and **Deloitte Tax Services India Private Limited** employment application are intended to be final. To accept the offer and the terms of this letter, please sign below in the space provided within three business days.

everyone you have interviewed with joins me in extending to you congratulations and warm regards. We look forward to you joining our team.

Sincerely,

**For Deloitte Tax Services India Private Limited**

Best regards,

By:   
Signature

**Authorized Signatory**

**Acceptance**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Annexure A****Tax Consultant I -**

<b>Description</b>	<b>Monthly</b> (Rs. per month)	<b>Annual</b> (Rs. per Annum)
Basic Pay	<b>17,500</b>	<b>210,000</b>
House Rent Allowance (HRA)	<b>8,750</b>	<b>105,000</b>
Special Allowance <sup>1a &amp; 1b</sup>	<b>11,867</b>	<b>142,404</b>
Leave Travel Allowance <sup>2</sup>	<b>1,750</b>	<b>21,000</b>
Differential Allowance	<b>5,833</b>	<b>69,996</b>
Meal Card <sup>3</sup>	<b>2,200</b>	<b>26,400</b>
Employer's contribution to PF	<b>2,100</b>	<b>25,200</b>
<b>Total Salary (in Rs.)</b>	<b>50,000</b>	<b>600,000</b>
Variable Bonus*	You are eligible for a performance linked variable bonus. It will be paid out at the end of the fiscal year, as applicable and on the basis of your individual performance and performance of the business	
Medical Insurance Premium <sup>4</sup>	<b>3,014</b>	<b>36,167</b>

\*The Variable Bonus will vary, primarily based on your individual performance and the performance of the business, during the Employer's fiscal year which is June through May. Your performance will be formally assessed as a part of the Employer Performance Review Cycle Process. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount will vary depending upon the business and individual performance and in some circumstances, could exceed the payout range indicated. The performance of all the employees who have joined the Employer prior to March 1st will be assessed for the fiscal year ending in May. The disbursement of a Variable Bonus, if applicable, is subject to you being active on the rolls of the Employer, during the Annual Incentive Program payout cycle for the fiscal year. For employees joining during the period March 1st to May 30th, a prorated Variable Bonus, if applicable, will be based on the first year-end review ratings in the subsequent year and paid during the Annual Incentive Program payout cycle of that year. The Variable Bonus will not be paid in the event of termination of employment for any reason on or before the disbursement time. The application and interpretation of, and any determinations related to, the Variable Bonus is at the sole discretion of Employer. Employer may amend or terminate the Variable Bonus at any time. All compensation and benefits are based on employee's position with the Employer in India.

Contd/-....

Annexure A

<sup>1</sup>All employees may claim tax exemption, subject to tax rules from time to time, from their Special Allowance component, expenses incurred towards communication and Driver / Fuel & Maintenance Expenses as per eligibility mentioned below:

**Employee Level -  
Tax Consultant I**

<sup>1a</sup>Communication Expenses

<sup>1b</sup>Fuel Expenses

*Only one Post paid mobile, one Land Phone  
and One internet connection bill(s) can be  
claimed.*

*Petrol / Driver / Insurance / Repairs &  
Maintenance*

**Rs./₹ 3,000/-** per month

**Rs./₹ 7,500/-** per month

<sup>1a</sup> The internet/telephone/mobile bills should be in the Employee's name.

<sup>1b</sup> For claiming vehicle running expenses (Driver / Fuel / Repairs & Maintenance expenses) the vehicle has to be in the name of the Employee and the current tax rules are as under. The above limits will be applicable for all those who are on company car lease program and the below limits will apply for all those who are on self-owned car. In case of company leased car, taxability would be as per the current perquisite valuation rules.

Nature of Expenses	Own Vehicle –Maximum Tax exemption limit per month		
	4 Wheelers (Engine Capacity)		
	<= 1600 cc	> 1600 cc	Two Wheelers
Fuel & Maintenance	Rs. 1,800	Rs. 2,400	Rs. 900
Driver's Salary	Rs. 900	Rs. 900	Not applicable

All employees at and above **Senior Staff** are eligible for the company car lease program. If you choose to avail of this benefit, the amount towards lease rental will be paid by the firm on your behalf to the leasing company and your compensation structure will be adjusted accordingly. A revised letter with the new compensation structure will be issued that will supersede this letter for all practical purposes.

<sup>2</sup> The Leave Travel Allowance (LTA) will be paid on a monthly basis as an allowance with tax deducted at source. If you choose to avail the tax benefit on LTA, you should submit proof of expenses incurred by you for Self and / your immediate dependents. The taxability or otherwise of LTA will be as per the Income Tax Act 1961, details of which will form part of the LTA Form.

<sup>3</sup> Meal Card amount will be credited at the start of each month and for the first month (For New Hires) prorated amount will be processed as part of payroll. If not collected, it will be processed as a taxable amount with the salary.

<sup>4</sup> Annual Floating Medical Insurance Coverage for self and **6 dependents** is being paid by the Employer on your behalf. The premium amount is subject to change every year post renewal of insurance policy. In case you opt for an enhancement of the coverage limit, the additional premium will be adjusted accordingly from the special allowance.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

You may also be eligible to either a One-time Stipend or a temporary lodging basis joining the registered office location, you will receive a survey from Deloitte prior to your joining.

You may select the best option for availing the relocation assistance. If an employee who has availed this reimbursement decides to quit within 18 months from the date of relocation claim for whatever reason, the relocation reimbursement paid to the employee will be recovered in full, from the employee's full and final settlement.

By joining the Company, you will become a member under the 'Deloitte USI Employees Welfare Trust' and may be required to make a nominal contribution as a member.

Original bills towards the above components should be submitted during the Income Tax fiscal period evidencing the expenditure to get Income Tax exemption, failing which the same will attract applicable Income Tax.

Submission of false, tampered or altered bills as proof of expense for any of the above components will result in disciplinary action including termination of employment.

**Your compensation above is subject to income tax deduction per rules and guidelines prescribed under the prevailing tax laws. This may change from time to time in line with the amendments done in tax laws.**



## Annexure B

### **Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement ("Employment Agreement")**

In consideration of my employment by **Deloitte Tax Services India Private Limited**, an Employer incorporated under the provisions of the Companies Act, 1956 and having its registered office **Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District, CIRCLE 3, Hyderabad - 500032, Telangana, India** (the "Employer") as **Tax Consultant I** - and other valuable consideration, I acknowledge and agree that:

#### **PRELIMINARY MATTERS**

**1. Defined Terms.** The italicized terms in this agreement (the "Employment Agreement") are defined in **Exhibit A** hereto.

**2. Pre-existing Agreements or Arrangements.** I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Agreements or Arrangements*. The Employer expects me to abide by all restrictions or obligations that are contained in such Pre-existing Agreements or Arrangements and to avoid involvement, while employed by the Employer, in any matter that could pose a conflict as a result of confidential information or intellectual property obtained by me prior to my *Employment*. I further represent that none of these restrictions or obligations, including those set forth in any non-compete agreements with prior employers, is inconsistent with my acceptance of the Employer's offer of *Employment* or my becoming, and serving as, **Tax Consultant I** of the Employer. To the extent applicable and if I am joining the Employer after having served as an employee or official of the United States Government, I further represent that: (1) I have disclosed my prior participation, if any, in any discussions or negotiations with, or decisions to award contracts to, the Deloitte U.S. Firms while I was employed by the United States Government; and (2) I had either recused myself or had not played an active role in the applicable United States Government agency's decision to award any contracts to the Deloitte U.S. Firms while I was employed by the United States Government.

#### **PROTECTION OF OUR BUSINESS**

**3. Reporting of Proceedings.** Except as provided by law and except as I have disclosed in writing on **Exhibit C** to this Agreement, I represent and warrant that I have no *Proceedings* to report. Should I become a subject of any *Proceedings* during my association with the Employer, I agree to immediately report, in writing, all relevant facts to the Chief Talent Officer of Deloitte LLP, the Regional Talent Director of the Employer, and the Chief Ethics and Compliance Officer of Deloitte LLP. I understand that my responses are subject to audit and review by the Employer and others in accordance with applicable professional, ethical, legal, or Employer requirements, rules, regulations, policies, or practices, or other requests.

**4. Confidentiality.** I acknowledge that, by virtue of my *Employment*, I will acquire and be exposed to, have access to, make use of and/or create *Confidential Information*. Therefore, I agree to hold in trust and confidence all such *Confidential Information*. I will neither disclose any such *Confidential Information* to anyone outside a *Deloitte Entity* without the prior written approval of an *Authorized Signatory*, except as required by my authorized duties for the Employer, nor use any such *Confidential Information* for any purpose other than for the benefit of a *Deloitte Entity*.

**5. Third Party Information and Property.** I agree that during my *Employment*, I shall not use or disclose any confidential information or intellectual property of any former employer or other person or entity without the prior written authorization of such employer, person or entity and the prior written consent of an *Authorized Signatory*. If I were to use or disclose any such Confidential Information or Intellectual Property without prior consent, and any of the *Deloitte Entities* become the subject of any claim from a third party regarding such unauthorized use or disclosure, I agree to hold harmless and indemnify the *Deloitte Entities* for any legal defense costs and/or damages related to any such claim.

**6. Authorization.** Only employees of the Employer holding a senior or managerial position with the Employer will be authorized by a specific authorization, delegation, or power of attorney to sign legal documents, representing the Employer. Similarly, only such authorized employees of the Employer may speak about the Employer, the business and plans, various client-related projects etc.

**7. Competing Activities and Conflict of Interest.** During the period of my *Employment* I will not, directly or indirectly, participate in or in any way render services or assistance to any business that is or may be competitive with a *Deloitte Entity*, whether or not for compensation, or engage in any conduct which might result in, or create the appearance of using my position for private gain or other than for the benefit of a *Deloitte Entity*, or otherwise create a conflict, or the appearance of a conflict, of interest with a *Deloitte Entity*. Such conduct shall include, but not be limited to, having an undisclosed financial interest in any vendor or supplier of a *Deloitte Entity*, accepting payments of any kind or gifts other than of a nominal value from vendors, clients or suppliers, or having an undisclosed relationship with a family member or other individual who is employed or

associated with any entity in active or potential competition with a *Deloitte Entity*, and which creates a conflict of interest. I represent and warrant that I am not currently aware of any present or past violation of this provision.

**8. Authorization to Access Systems and Electronic Communications and use of Deloitte Property.** I understand that while employed with a *Deloitte Entity*, I will use and have access to the Systems. I also acknowledge that a *Deloitte Entity* has the right at any time to access, retrieve, delete, monitor, examine, use and/or disclose my Electronic Communications and information from (or about) me and the content, without notice to me, and that such *Electronic Communications* are considered part of a *Deloitte Entity's* business and client records and are not to be considered private or personal to me or any other *Personnel*. I further acknowledge that this right extends to *Electronic Communications* transmitted for either a business or personal purpose.

I agree that I am authorized to access the *Systems* only for approved business purposes and occasional personal use if such use does not interfere with my work responsibilities and other required business activities, business operations, or *Systems* performance. However, I also acknowledge that such occasional personal use does not create an expectation of privacy as to any of my personal *Electronic Communications* and, as such, are *Deloitte Property*.

I further acknowledge that I am not authorized to use the *Systems* for personal gain or any illegal or unethical use. I agree that under no circumstances am I authorized to access any of the *Systems* for the purpose of obtaining *Deloitte Property* for a competitor of a *Deloitte Entity*, transmitting *Deloitte Property* to me (e.g., emailing *Confidential Information* to my personal email address) or to a third party for purposes other than furthering the business objectives of a *Deloitte Entity*. I am not authorized to download a *Deloitte Entity's Confidential Information* or other *Deloitte Property* to removable media such as a CD Rom, disk or thumb drive other than as authorized for furthering the business objectives of a *Deloitte Entity*.

I will be responsible for the safe keeping and return in good condition and order of all the *Deloitte Property* that may be in my use, custody, care or charge. For the loss of any *Deloitte Property* in my possession or custody or for which I have been assigned responsibility, the Employer will have a right to assess on its own basis and recover from me, the damages in respect of such materials (out of the amounts due to me or otherwise) and to take such other legal action as it deems appropriate including termination of my employment without notice or payment in lieu thereof in the event of my failure to account for such material or property to its satisfaction.

**9. Security.** I am provided with a worktable and lockable storage space. I will ensure they are locked when unattended and understand that a duplicate key will only be provided if I sign for it. I am required to display my identity card to the appropriate security personnel on demand and at all times within the office premises.

**10. Ownership of Works.**

a. I agree that the Employer owns all rights, title and interest in and to all *Works*.

b. I agree that all *Works* are deemed works made for hire under India copyright or applicable laws or equivalent laws of any applicable foreign jurisdiction, and all *Intellectual Property Rights* therein vest automatically in the Employer upon creation of the *Works*. I agree that, to the extent any *Work* is held not to be a work made for hire, I hereby irrevocably assign all *Intellectual Property Rights* in the *Work* to the Employer. Notwithstanding anything contained in Section 19(4) of the Indian Copyright Act, 1957, I agree that such assignment shall continue to be in force for perpetuity irrespective of whether or not the Employer exercises its rights as the assignee for any period of time.

c. I will at all times, even after termination of my *Employment*, do whatever the Employer reasonably requests of me, at the Employer's expense, to document the assignment of any *Works* to the Employer or to assist the Employer in pursuing, renewing, extending or assigning any *Intellectual Property Rights*, and otherwise perfecting, protecting and enforcing said *Intellectual Property Rights* in, any *Works*. I agree that, as between me and the Employer, the Employer shall be the sole author, inventor, and owner of all such *Works* and *Intellectual Property Rights* therein throughout the world, and that the Employer shall have the sole right to seek copyright registrations, patents or trademark registrations, including all extensions and renewals thereof. I also hereby agree that I waive all moral rights in any *Works*.

I also agree to assign all my right, title and interest in and to any particular *Works* to a third party as directed by the Employer.

In the event the Employer is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraphs, I hereby irrevocably designate and appoint the Employer and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and in my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraphs with the same legal force and effect as if executed by me. I hereby waive any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any *Works* assigned hereunder to the Employer.

d. During a 12 month period after termination of my *Employment*, I agree that any *Intellectual Property* I create or conceive that results from and is related to any work assigned to or performed by me for the Employer, or that was created using *Deloitte Property*, is a *Work* that is subject to Paragraph 10 (b) above. For purposes of clarification, the foregoing provision is in addition to, and not in limitation of, any rights and remedies the Employer may have under the applicable laws protecting *Intellectual*

*Property of the Deloitte Entities.*

e. I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Employer) of all *Works* developed by me during the period of my employment with the Employer, which records shall be available to and remain the sole property of the Employer at all times.

**11. Pre-existing Creations; Personal Creations.** My obligations in Paragraph 10 do not apply to *Pre-existing Creations* and *Personal Creations*. I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Creations*. I acknowledge and agree that I will not assert any ownership rights against the *Deloitte Entities*, or their respective clients, with respect to any *Pre-existing Creations* unless they appear on **Exhibit B**, and **Exhibit B** has been accepted and agreed to by an *Authorized Signatory* who has signed at the bottom of such **Exhibit B**. I further agree that I shall not use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment* without the prior written consent of an *Authorized Signatory*. To the extent that I use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment*, I agree that, except as otherwise provided in a written agreement executed by me and the Employer, I hereby grant to the Employer an irrevocable, royalty free, perpetual, fully paid up, transferable, sub-licensable license to use, reproduce, distribute, display, perform, modify and create derivative works of and otherwise exploit such *Pre-existing Creations* or *Personal Creations* for any purpose including, but not limited to, client engagements.

**12. Post- Employment Restrictions re: Clients.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or serving of certain clients related to my work for a *Deloitte Entity* would necessarily involve the unauthorized use or disclosure of *Confidential Information*, and the proprietary relationships and goodwill of the *Deloitte Entities*, and, in the case of my serving of certain clients, could compromise the full compliance of the Employer or another *Deloitte Entity* with the applicable laws, rules and regulations of a U.S. or India regulatory body or other independence-related requirement of a regulatory body. Accordingly, during the period of my *Employment* and for a period of one year thereafter, I will not, directly or indirectly, solicit or provide services to any existing client of a *Deloitte Entity* with which I had personal contact and provided services during the two-year period prior to termination of my *Employment*.

**13. Exceptions to Post- Employment Restrictions re: Clients.** I understand that the obligations of Paragraph 12 will not apply for a period of three (3) years after my start date or the date of my promotion or transfer to clients of a *Deloitte Entity* and/or certain specified kinds of services rendered to such clients that meet all of the following criteria: (a) are personal clients of mine who came to a *Deloitte Entity* solely to avail themselves of certain specified kinds of services rendered by me and only as a result of my own independent recruitment efforts, which a *Deloitte Entity* neither subsidized nor otherwise financially supported as part of a program of client development, (b) are listed on **Exhibit D** expressly by name with respect to client and with sufficient specificity with respect to the kinds of service(s) that I will be permitted to render, and (c) are accepted and agreed to as to their listing on **Exhibit D** by an *Authorized Signatory* who has signed at the bottom of such Exhibit. I agree that after a period of three (3) years from my start date or the date of my promotion or transfer the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on **Exhibit D** to support the application of the obligations of Paragraph 12 to those clients.

**14. Future Employment with Clients.** Except as otherwise provided herein, I understand that I am not prohibited from accepting employment with a client (or an affiliate of such client) of a *Deloitte Entity*. Before entering into substantive discussions with an *Attest Client* regarding any employment opportunity, I acknowledge and agree that during my *Employment* and for five years thereafter I must first notify *Independence* and obtain prior written approval from *Independence*. I acknowledge and understand that it is the intent of the Employer to interpret and apply this provision (a) in an effort to ensure the full compliance of the *Deloitte Entities* with applicable U.S. and India laws, rules, and regulations; (b) to serve the public interest; and (c) to protect the legitimate interests of the *Deloitte Entities* or their respective *Attest Clients* under applicable U.S. or India laws, rules and regulations in a manner that is no greater than is reasonably necessary to protect such interests and without being unduly harsh and oppressive to me and my interests in future employment with an *Attest Client*. Further, I acknowledge and agree that because of, among other things, the importance of the *Deloitte Entities* remaining in compliance with applicable independence rules, such approval may be withheld by *Independence* in the event that my employment with an *Attest Client* would, in the view of Deloitte LLP, be inconsistent with applicable laws, rules and regulations or jeopardize the independence of a *Deloitte Entity* with respect to such *Attest Client*.

**15. Restrictions re: Personnel and Contractors.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or hiring or of any of its *Personnel* or contractors of the *Deloitte Entities*, or my participation in their hiring, admission or retention, would necessarily involve the unauthorized use or disclosure of *Confidential Information* or the proprietary relationships and goodwill of the *Deloitte Entities*. Accordingly, during my *Employment* and for one year thereafter, I will not, directly or indirectly, (a) solicit or attempt to solicit, or participate in the solicitation of or any attempt to solicit any *Personnel* to leave a *Deloitte Entity*, or to join any firm or business with which I may be or become affiliated; (b) participate in the hiring or admission of any *Personnel*; or (c) cause a contractor of a *Deloitte Entity* to cease providing services to, with, or on behalf of the *Deloitte Entity*.

**16. Post- Employment Restrictions re: Deloitte Property.** Upon termination of my *Employment*: (a) I will not use or disclose *Deloitte Property*, including, but not limited to, *Confidential Information* and *Works*, for any purpose; (b) I will not retain or take with me any *Deloitte Property*; (c) I will immediately deliver to a *Deloitte Entity* at any location that it designates, at my expense, within one business day after the termination of my *Employment* or on an alternate date designated by a *Deloitte*



*Entity*, any *Deloitte Property* that I may then or thereafter hold or control; and (d) I agree to allow a *Deloitte Entity* to inspect any of my personal or home computers, including smart phones, tablet computers, or any device, media or location capable of storing electronic data, to determine whether any *Deloitte Property* resides on such computers and to permit a *Deloitte Entity* to remove such *Deloitte Property*.

## **OTHER POST- EMPLOYMENT OBLIGATIONS**

**17. Transition of Work and Cooperation.** Upon termination of my *Employment* for any reason, I will cooperate with a *Deloitte Entity* in all matters relating to the completion of pending work and its orderly transfer. I will also cooperate fully with a *Deloitte Entity* in connection with any threat of or actual legal proceeding against a *Deloitte Entity* or any client, customer or licensor of a *Deloitte Entity* arising out of any matter with or of which I had contact or knowledge during my *Employment*.

**18. Notification of Post- Employment Obligations.** I agree that prior to accepting employment or affiliation with another firm or business I will advise such firm or business of my duties and obligations under this Employment Agreement. After my *Employment* ends, I agree that a *Deloitte Entity* shall be permitted to advise any firm or business with which I have accepted an offer of employment or affiliation concerning my duties and obligations under this Employment Agreement.

**19. Certification.** I agree that during or after my *Employment* I will, if requested, provide written certification in such form as the Employer may require that I have complied with my obligations hereunder, including, without limitation, those obligations set forth in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15 and 16 of this Agreement.

## **OUR ENFORCEMENT RIGHTS AND REMEDIES IN THE EVENT OF A BREACH**

**20. Equitable Relief and Attorney's Fees.** I acknowledge and agree that a breach of this Employment Agreement, including, but not limited to, a breach of my duties and obligations under the terms and conditions of Paragraphs 4, 5, 7, 8, 9, 10, 12, 14, 15 or 16 would cause irreparable harm to the *Deloitte Entities* and that, in addition to other remedies, the Employer on behalf of itself or another *Deloitte Entity* is entitled to a temporary restraining order, an injunction or other equitable relief to prevent any such breach. I also acknowledge that, to the extent permitted by law, a *Deloitte Entity* will be entitled to the payment of the *Deloitte Entities'* reasonable costs and attorney's fees incurred in enforcing this Employment Agreement. I also acknowledge that, to the extent permitted by law, the Employer may request that a court extend the one year period following the termination of my *Employment*, as provided in Paragraphs 12 and 15, to correspond with the period that I participated in activities prohibited by Paragraphs 12 and 15.

**21. Liquidated Damages: Client Fees.** I agree that in the event of a breach under Paragraph 12, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

**22. Liquidated Damages: Compensation.** I agree that the precise amount of damages flowing from a breach under Paragraph 15 would be impracticable or extremely difficult to ascertain in an actual amount. Therefore, I agree that in the event of a breach under Paragraph 15, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by or owed to any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

**23. Right of Inspection.** I agree to permit the Employer (or to use my best efforts to enable the Employer) to inspect my books and records (and the books and records of any entity which employs or is associated or affiliated with me), upon request and at reasonable times, to enable the Employer to confirm the calculations described above and to verify compliance with Paragraphs 12 and 15. The Employer shall keep confidential any proprietary information obtained, except as may be necessary or desirable to enable the Employer to enforce its rights under this Employment Agreement and except as may be required by any statute, court or administrative order to decree or government ruling or regulation.

**MISCELLANEOUS**

**24. Governing Law; Choice of Forum.** This Employment Agreement is deemed to have been executed in the Employer's office in **Hyderabad, Telangana, India** and will be construed and governed in accordance with the laws of the Republic of India without regard to its conflicts-of-law principles. You agree to submit to jurisdiction before any court of record in which the Employer's office to which you were assigned is located, or in which a breach of this Employment Agreement may occur, at the election of the Employer, and you waive any right to raise questions of personal jurisdiction or venue in any action the Employer may bring against you in any such court. You further agree to accept service of process/summons/legal notice from the Employer when that process/summons/legal notice is either sent to your last known address by certified mail or served by any other means permitted under the law of the jurisdiction in which the Employer may bring an action against you.

**25. Modifications.** My obligations hereunder may not be changed or modified, released, discharged, abandoned or terminated, in whole or in part, except by an instrument in writing signed by an *Authorized Signatory*.

**26. Severability.** Every provision of this Employment Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such term or provision will be enforced to the maximum extent permitted by law and, in any event, such illegality or invalidity shall not affect the validity of the remainder of the Employment Agreement.

**27. Blue-Penciling.** If any court determines that any provision of this Employment Agreement, or any part hereof, or the application of any such provision, or any part hereof, to any person or circumstance is unenforceable or void, such court shall have the power to modify such provision, or any part hereof, to the extent necessary to render it legal and enforceable while preserving its intent, or if such modification is not possible, by substituting therefore another provision that is legal and enforceable and that achieves the same objective.

**28. Waiver.** None of my obligations under this Employment Agreement shall be deemed to have been waived by the Employer except if the giving of such waiver is contained in a written notice given to me and no such waiver shall be deemed to be a waiver of any other or further obligation I have under this Employment Agreement.

**29. Entire Agreement.** This Employment Agreement, the Employer's employment application, the Terms and Conditions of Service issued pursuant to the offer of employment and any documentation employing me or transferring me to the Employer, contain the entire understanding between me and the Employer or any other *Deloitte Entity* with respect to the subject matter hereof and supersedes all prior representations, warranties, and agreements with respect to such subject matter, and no representations, warranties or other covenants exist with respect to such subject matter that are not contained or expressly referred to herein. Notwithstanding the foregoing, any written agreement between a *Deloitte Entity* and me with respect to the subject matter hereof that was signed by me prior to the effective date of this Employment Agreement shall remain valid and enforceable according to the terms of such agreement with respect to all acts and omissions occurring prior to the effective date of this Employment Agreement. In the event of a conflict between this Employment Agreement and the employment application or any other document purporting to set forth terms and conditions of my *Employment*, this Employment Agreement will control.

**30. Transfer and Assignment.** Unless as the Employer shall otherwise determine, the rights, obligations and benefits of the Employer under this Employment Agreement, including but not limited to those rights and benefits relating to my post-Employment obligations set forth in this Paragraph 30 and in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19 and 23 above, are transferred and assigned, in whole or in part (as the Employer shall determine) and without the need for my consent or the formality of documentation or prescribed processes, to (a) any *Deloitte Entity* in connection with my transfer to that *Deloitte Entity* or (b) any entity that acquires all or a part of the assets or business of the Employer. All provisions of this Employment Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, representatives, successors, and assigns of the Employer and me, and any *Deloitte Entity* to which I may be transferred during my *Employment*, provided, however, none of my duties or obligations under this Employment Agreement may be assigned or transferred by me to any other person or entity without the Employer's prior written approval of such assignment or transfer. Any purported assignments in violation of this Paragraph 30 shall be null and void.

**31. Headings.** The headings contained in this Employment Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Employment Agreement.

I have read the foregoing, understand it, and agree to comply with its terms.

**For Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
 6718FF75DA89400...

Pooja Madhani

**Talent**

**Authorized Signatory**

Effective as of , I accept all the terms and conditions of the Employer as stipulated in this Employment Agreement.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

**EXHIBIT A**

The definitions below apply to the italicized terms that appear in the Employment Agreement (including the exhibits):

**Attest Client** – attest client (or an affiliate of such client) of Deloitte & Touche LLP or a *Deloitte Entity*.

**Authorized Signatory** – a director, officer or other person who is authorized to sign on behalf of a *Deloitte Entity*.

**Confidential Information** – any information not generally known to the public, in any *Form*, that (1) relates to the operation of a *Deloitte Entity* or provides the *Deloitte Entities* with a competitive advantage, (2) consists of Personally Identifiable Information (*PII*) or other personal information about *Personnel*, client and other third party personnel, independent contractors, subcontractors, agents, vendors, suppliers or others which the Employer or another *Deloitte Entity* receives in the course of business, and (3) all other information entrusted to the Employer or another *Deloitte Entity* by clients and other third parties. *Confidential Information* includes, but is not limited to, *Intellectual Property*, supplier information, designs, business or marketing plans, forecasts and financial information, tax returns, tax identification numbers, agreements, client or prospective client lists, specific information about clients or prospective clients such as preferences for specific products and services, client or prospective client needs based on financial history and past purchases of services, client or prospective client development plans, specific rates charged to a client or offered to a prospective client and other business or client records. *Confidential Information* also includes, but is not limited to, debit or credit card information, employment applications, organization charts, performance ratings and other personnel records.

**Deloitte Entity** – the Employer, Deloitte LLP, and any corporation, company, partnership, limited liability company or other entity (a) that (i) is owned, directly or indirectly, in whole or in part, by Deloitte LLP (the “Deloitte U.S. Firms”), including but not limited to Deloitte LLP subsidiaries in India, the Deloitte Touche Tohmatsu verein, Deloitte Global Services Limited, Deloitte Global Services Holdings Limited, Deloitte Touche Tohmatsu Limited (“DTTL”) or any member firm of DTTL or affiliate thereof (collectively, the “DTTL Member Firms”) or (ii) controls, is controlled by or is under common control with any of the entities listed in clause (i); or (b) in which any *Personnel* participated on its behalf, or carried out any duties with respect to its affairs. For purposes of this Employment Agreement, the term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract, or otherwise.

**Deloitte Property** – *Confidential Information*, *Systems*, equipment, debit and credit cards issued in connection with my *Employment*, furniture, facilities and any and all other materials owned, licensed or leased by a *Deloitte Entity*, including, without limitation, computerized or electronic information and all copies thereof in any form or media, created by, furnished to, obtained by or prepared by me in the course of my employment in any capacity.

**Deloitte India (Offices of the US)** - The following companies shall be deemed to be the affiliates of each other and are collectively referred to as Deloitte India (Offices of the US): (i) Deloitte Consulting India Private Limited (ii) Deloitte Tax Services India Private Limited (iii) Deloitte Support Services India Private Limited (iv) Deloitte Financial Advisory Services India Private Limited and (v) Deloitte & Touche Assurance & Enterprise Risk Services India Private Limited.

**Electronic Communications** – all text, audio, video, images, information, data, files and attachments created, displayed, sent, received, posted, accessed or stored, whether deleted or not, by means of the *Systems*.

**Employment** – the nature of my relationship with the Employer or a *Deloitte Entity* pursuant to this Employment Agreement. Alternatively, and depending on context, *Employment* is the period of time during which this relationship persists.

**Form** - paper, computer disc, USB drive, website; any other tangible or electronic medium by which information may be stored or accessed; and human memory.

**Independence** – National Office (Independence) of Deloitte LLP.

**Intellectual Property** - works of authorship (including, without limitation, books, articles, data compilations, software and other copyrightable materials), materials, patents, inventions, designs, techniques, methodologies, processes, discoveries, know-how, ideas, trade secrets, moral rights, trademarks and other indicia of origin together with the goodwill therein, and all patent applications, copyright and trademark applications and registrations, and extensions and renewals thereof, throughout the world.

**Intellectual Property Rights** – all rights, title and interest in Intellectual Property.

**PCAOB** – the United States Public Company Accounting Oversight Board.

**Personal Creations** – *Intellectual Property* that meet all of the following criteria: (1) it is conceived, developed, and created by me on my own time without using *Deloitte Property* or *Personnel* (during work hours), facilities, *Confidential Information* or *Works* of a *Deloitte Entity*, (2) it is unrelated to the actual or reasonably anticipated business or research and development of a

*Deloitte Entity*, and (3) it does not result from any work performed by me and the *Personnel* (during work hours) for a *Deloitte Entity*.

**Personnel** – partners, principals, members, officers and employees of a *Deloitte Entity*.

**PII** – information (excluding business contact information such as an individual's name and one or more of the following: organization name, organizational title, organizational role, business address, business telephone number (including business cell phone number and business email address) relating to an identified or identifiable natural person. An identifiable natural person is a natural person who can be identified, directly or indirectly, by reference to an identification number or factors specific to his or her physical, physiological, mental, economic, cultural or social identity. Set forth below is a non-exclusive list of information that constitutes PII when such information relates to an identified or identifiable natural person:

- Account number (bank account, credit card, etc.)
- Address
- Biometric identifier
- Certificate or license number
- Date of birth
- Government identifiers (such as PAN)
- Name\*
- Personnel Number
- Photograph or video identifiable to an individual
- Vehicle identifier or serial number
- Other information related to an individual that may directly or indirectly identify that individual (e.g., salary, performance rating, purchase history, call history, etc.)

\* Note: When an individual's name is used with PII that is not business contact information, it is included in the definition of PII.

**Pre-existing Agreements or Arrangements** – agreements or arrangements that (1) relate to any *Pre-existing Creations*; or (2) may affect my ability to comply with the requirements of this Employment Agreement, including all contractual and other restrictions or obligations with other parties, including any post-employment restrictions and required notifications to the extent applicable under 18 United States Code §207, CFR 3.104-4, and India laws, rules and regulations that may or will impose limitations on my professional activities during my *Employment* (such as any non-compete agreements with prior employers and the one-year ban on lobbying contacts).

**Pre-existing Creations** – any *Intellectual Property* and *Intellectual Property Rights* that were developed or created by me, alone or with others, or otherwise acquired by me, before the period of my employment in any capacity with the Employer, in which I claim any ownership or right.

**Proceedings** – past or pending (1) actual or threatened claims or complaints of, or arising out of service to, present or former clients, (2) regulatory, self-regulatory, disciplinary, administrative, civil or criminal investigations, inquiries, charges, complaints, actions, sanctions, alternative dispute resolution proceedings, other proceedings or matters (other than criminal proceedings which relate solely to the operation of a motor vehicle) of any kind or nature, in India or any other jurisdiction, against me, including criminal proceedings arising out of my provision of professional services, proceedings brought by a professional association, or proceedings involving the Securities and Exchange Board of India, United States Securities and Exchange Commission or the PCAOB, other professional bodies like the Institute of Chartered Accountants of India or (3) matters of any kind or nature which could adversely affect my association with the Employer or my ability to perform my duties or responsibilities to the Employer, whether set forth in this Employment Agreement or otherwise, or my registration with or licensure by any governmental, quasi-governmental, or other regulatory agency, body or entity, in or outside the United States or India.

**Systems** – the communications systems or any part of such systems that a *Deloitte Entity* owns, licenses or operates and approves for use, including, but not limited to, e-mail, text messaging, Lotus Notes, Deloitte Online (eRoom), instant messaging, local area network, wide area network, Intranet (e.g., DeloitteNet, D Street), Internet, extranet, collaborative tools (e.g., blogs, wikis, etc.), laptop and desktop computers, servers, air cards, Personal Digital Assistants, cell phones, telephones and voicemail.

**Works** – all *Intellectual Property*, in any *Form*, created by me, alone or with others, during the period of my *Employment* that (1) is created within the scope of my *Employment*; (2) relates in any manner to the actual or anticipated business, research, or development of a *Deloitte Entity*; (3) results from any work assigned to or performed by me, alone or with others, for the Employer; or (4) is created with the use of *Deloitte Property*.

**EXHIBIT B****Pre-existing Creations; Pre-existing Agreements or Arrangements**

I understand and agree that the Employer makes no attempt to verify my claim of ownership to any of the *Pre-existing Creations* listed, and makes no admission that any *Pre-existing Creations* listed are owned by me.

[If yes, please enter details below]

Yes, I do have *Pre-existing Creations*, *Pre-existing Agreements or Arrangements*

No, I do not have *Pre-existing Creations*, *Pre-existing Agreements or Arrangements*

<b><u>Title</u></b>	<b><u>Date</u></b>	<b><u>Brief Description</u></b>
---------------------	--------------------	---------------------------------

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Print)

ACCEPTED AND AGREED TO:

**Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
6718FF75DA89400...

Pooja Madnani

**Talent**

Its: *Authorized Signatory*

\_\_\_\_\_  
Date

An *Authorized Signatory's* signature is required only if *Pre-existing Creations* or *Pre-existing Agreements* or *Arrangements* are listed pursuant to Paragraphs 2 and 11 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment made in light of Paragraph 2 that *Pre-existing Creations*, if any, are described and explained in sufficient detail so that the likelihood of confusion between the employee's *Pre-existing Creations* and the *Intellectual Property* of a *Deloitte Entity* can be avoided or minimized in the future and further indicates that the *Pre-existing Agreements* or *Arrangements* have been obtained and reviewed and that the *Authorized Signatory* is satisfied that such *Pre-existing Agreements* or *Arrangements* will not interfere with the employee's ability to comply with the requirements of this Employment Agreement.

**EXHIBIT C**

**Proceedings**

[none, unless otherwise specified]

Yes, I do have *Proceedings* to report

No, I do not have *Proceedings* to report

My signature below certifies that to the best of my knowledge, the information I have provided above, pursuant to Paragraph 3, is complete and accurate.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

**EXHIBIT D**

**Exceptions to Post-Employment Restrictions: re: Clients**

[none, unless otherwise specified]

As specified in Paragraph 13, I agree that after a period of three (3) years from my start date or the date of my employment, as the case may be, the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on Exhibit D to support the application of the obligations of Paragraph 12 to those clients.

Yes, I do have  
Post-Employment Restrictions  
re: Clients

No, I do not have  
Post-Employment Restrictions  
re: Clients

<u>Name of Client</u>	<u>Specified Kind of Services(s) Permitted</u>
-----------------------	------------------------------------------------

ACCEPTED AND AGREED TO:

**Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
6718FF75DA89400...

Pooja Madnani

**Talent**

Its:     Authorized Signatory	_____
	Date

I have read and understood the above policy terms.

_____	_____	_____
Signature	Name	Date

A n *Authorized Signatory's* signature is required only if information is provided pursuant to Paragraph 13 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment that criteria in Paragraph 13 have been fully satisfied, the clients listed have been properly identified, and the kinds of services permitted have been described with sufficient specificity.



## Terms and Conditions of Service

In continuation to our offer of employment with **Deloitte Tax Services India Private Limited** (the "Employer"), please note the terms and conditions of service.

The italicized terms in these Terms and Conditions of Service are defined in **Exhibit A** of the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement hereto.

### Terms of Service

#### 1. COMPLIANCE WITH INDEPENDENCE, ETHICS AND OTHER REQUIREMENTS

Deloitte & Touche LLP performs attest services for certain of its clients and is subject to the independence requirements of, among others, the United States Securities and Exchange Commission (SEC), the United States Public Company Accounting Oversight Board (PCAOB), and the American Institute of Certified Public Accountants (AICPA). These requirements mandate that certain of the Employer's employees and their relatives be independent of some or all of such attest clients and their affiliates in accordance with the policies of Deloitte LLP and its subsidiaries (the "Deloitte US Entities").

Upon joining the Employer, you will be asked to review a listing of the attest clients and the affiliates of such clients of certain of the Deloitte US Entities and disclose relationships or financial holdings that you or your relatives may have that could affect the independence of the Deloitte US Entities. Any relationships or holdings that conflict with, among other things, the requirements of the SEC, the PCAOB or the AICPA or the independence or ethics policies of the Deloitte US Entities will need to be resolved immediately. Further, you will be required to comply with these policies throughout your career with the Employer, including, when applicable, maintaining a current list of certain of your financial interests (but not their value) in the independence tracking system.

As a condition to your joining the Employer and continued employment, you are required to complete a representation regarding your understanding of, and compliance with, independence and other matters, on a periodical basis (as requested beginning on or prior to the date of you joining the Employer, annually thereafter, and upon certain changes in your role in the Employer), the details of which are provided in the independence representation. An example copy of this representation form is available for your reference on [www.deloittenet.com](http://www.deloittenet.com). The representation should be made to the best of your knowledge and ability. It is your responsibility to consult on any matter should you be uncertain or have a question. You are also requested to refer to [www.deloittenet.com](http://www.deloittenet.com) and *Independence* for more information in this respect. The representations made by you will be subject to an audit and may be reviewed by Deloitte LLP representatives and shared with certain third parties. If you are selected for such an audit, you will need to submit certain personal financial records to Deloitte LLP's internal audit team. Please be assured that Deloitte LLP fully intends to keep all information obtained through the audit process confidential and secure. You hereby give your consent to Deloitte LLP to use the information provided by you for such purposes as provided in the policies regarding independence and ethics.

In the event you (i) do not cooperate or comply with the independence requirements, or (ii) do not complete the necessary representations, or (iii) make inaccurate representation(s); you may be subject to disciplinary action including and up to termination of employment with the Employer.

Please feel free to contact or consult *Independence* should you require any further information or if you have any specific concerns in this respect.

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#### 2. NON DISCLOSURE, NON SOLICIT AND INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AGREEMENT ("Employment Agreement")

You will be expected to sign the Employer's Employment Agreement. Please contact Talent for further details.

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#### 3. HARRASSMENT POLICY

**Administrative Policy Release ("APR") 213** is the Employer's policy prohibiting harassment. Deloitte LLP's subsidiaries located in India ("Deloitte India (Offices of the US)") are committed to providing a working environment that is free from harassment based on caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis, in accordance with applicable Indian central, state or local law. Expressly forbidden are unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Depending on the circumstances, such harassment may also include conduct such as stereotyped or demeaning remarks or gestures or the display or circulation, whether in writing or electronically, of materials or pictures offensive to persons because of their caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis in accordance with applicable Indian central, state or local law. The full policy will be accessible to you on DeloitteNet after joining Deloitte U.S. India.

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#### 4. WORKING HOURS, HOLIDAYS, LEAVES AND MATERNITY BENEFITS

You will be provided with your standard working hours, which may vary over the course of your career. The Employer may, from time to time, subject to applicable laws, require the employee to work beyond these hours.

You shall be entitled to paid holidays and leave as per the Employer's policies.

Women employees are eligible for maternity benefits as per the recent amendments (2017) in the maternity benefit act, 1961, including having 26 weeks of maternity leave with pay, as applicable.

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#### 5. RETIREMENT AGE

The age of retirement for employees of Deloitte India (Offices of the US) is 60 years. Your employment will therefore automatically terminate at the end of the month in which you attain 60 years.

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#### 6. TRANSFERS

You may be transferred, assigned, or asked to attend training at the offices of a Deloitte Entity or its clients or third parties in India or abroad with or without additional compensation. In such an event, you will also be governed by the terms and conditions of service applicable to the transfer, assignment, or training.

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#### 7. NOTICE PERIOD FOR TERMINATION OF SERVICES

The notice period for termination of your services is **60 Days** by either side and/or salary in lieu of notice period on part of the Employer only.

The Employer expects all employees to maintain the highest standards of professional conduct at all times.

In order to assure orderly operations and provide the best possible work environment, the Employer expects you to follow rules of conduct that will protect the interests and safety of all personnel, including but not limited to the Code of Ethics and Professional Conduct.

In the event of any breach of the Code of Ethics and Professional Conduct, non-performance of a contractual obligation or the terms and conditions laid down in this Annexure, or if you engage in any misconduct whether or not in connection with or affecting the business or affairs of the Employer or the work conduct, as specified by Employer, you will be subject to disciplinary action up to and including termination of your services/ employment with the Employer without any notice or payment in lieu of notice notwithstanding any other terms and conditions stipulated herein.

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#### 8. MISCONDUCT

Misconduct may include but is not limited to:

- Irregular attendance: repeated or excessive absence, tardiness or early departures/ late comings without approval.
- Unreported or unapproved absence (including overstay of leave) for more than five consecutive days or deviation from assigned and accepted schedule for more than five days.
- Falsification or manipulation in background verification process or employment records, employment information, or other records prior to or after joining the Employer.
- Falsification or manipulation of Deloitte Time & Expense (DTE).
- Knowingly providing false statements, either verbally or in written form.
- Neglect of normal duties and functions.
- Practices such as reading personal materials during working time, having obscene or inappropriate posters or screen savers at your work station, playing games at your work station, etc.
- Continued discharge of work functions that do not meet the standards reasonably expected.
- Breach of the confidentiality provision in the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement including disclosing to any unauthorized person any *Confidential Information* or *PII*.
- Willful insubordination or disobedience, whether or not in combination with another, of any lawful and reasonable instructions of any member of management or any authorised person.
- Engaging in unapproved outside employment and activities as defined in APR 218 (US & IND)

([https://deloitte.net.deloitte.com/About/Policies/Admin/Pages/218\\_OutsideEmploymentActivities\\_US.aspx](https://deloitte.net.deloitte.com/About/Policies/Admin/Pages/218_OutsideEmploymentActivities_US.aspx)).

- Installing, downloading, copying or duplicating any unauthorized or unlicensed software, programs, games, or attachments on any computer system of the Employer or of any *Deloitte Entity* or its clients.
- Engaging in any illegal activities.
- Workplace violence, including threats of physical violence.
- Corporate credit card delinquencies.
- Causing damage to the property of the Employer, any *Deloitte Entity*, its clients, or their respective personnel
- Going on or abetting a strike in contravention of any law.
- Theft of any property belonging to another, the Employer or any *Deloitte Entity*, or their respective personnel, clients, or visitors
- Possession of firearms, explosives, knives or any instruments that can be used as an injurious or deadly weapon in the workplace or at any *Deloitte Entity* sponsored event.
- Corruption, fraud, or misappropriation of funds.
- Failure to comply with the policies, guidelines, rules and regulations of the Employer or a *Deloitte Entity* as applicable.
- Excessive personal use of the Employer's telephone, fax or computer systems.
- Failure to adhere to applicable laws.
- Any act prejudicial to or in conflict with the interests of the Employer or a *Deloitte Entity*.

The above terms and conditions are based on, and should be read in conjunction with, the Employer's policies, guidelines, procedures and other rules currently applicable, including but not limited to Administrative Policy Releases (APRs) and Deloitte India (Offices of the US)'s other policies, guidelines, rules, and regulations. The above rules are subject to amendments from time to time and the amended rules, policies, procedures, and guidelines would be posted on the Employer's Intranet site i.e. <https://deloitte.net.deloitte.com/Pages/Home.aspx> for employee reference. The policies will be updated from time to time in the future and we deem to have your consent to any and all such changes. Furthermore, upon acceptance of employment with the Employer, you may be requested to read and acknowledge acceptance of various policies and guidelines of the Employer. It is expected that you will read and acknowledge all such communications.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name



### Training Agreement

On behalf of **Deloitte Tax Services India Private Limited**, please accept our congratulations on your recent offer of employment to join the Company as **Tax Consultant I** pursuant to the terms and conditions of your offer letter dated **August 26, 2024**. You made a very favorable impression with everyone you met and we are excited about the possibility of you joining the Company.

As you may be aware, as a condition of employment with the Company, you may be required to travel Overseas to attend a series of training sessions for a period of up to 90 days. This training will be a combination of classroom procedural training as well as on-site training to observe employees conducting similar work at various client locations. This training represents the confidence we have in your ability to be a valuable member of the practice of the Company.

As per Company policy, we kindly bring to your attention that all employees attending training overseas are required to sign a Training Agreement which will obligate the employee to repay a calculated amount of the costs associated with the training, only if the employee resigns his/her position or are terminated for cause within a specified period after completion of the training (usually between 6 to 18 months). This repayment obligation disappears after the specified period of time has lapsed. We all look forward to seeing you again soon and having you join our team of outstanding professionals.

Sincerely,

For **Deloitte Tax Services India Private Limited**

DocuSigned by:

*Pooja Madhani*

6718FF75DA89400...

By:

Signature

**Authorized Signatory**



**Deloitte Tax Services India Private Limited**  
**Deloitte Tower Survey No. 41 Gachibowli Village, Ranga**  
**Reddy District, CIRCLE 3, Hyderabad - 500032, Telangana,**  
**India**

**Tel: +91 040 67621000**  
**www.deloitte.com**

**Subject: Offer of Employment**

**Dear VENU O N:**

On behalf of **Deloitte Tax Services India Private Limited** (the "Employer" or "Company"), I am pleased to confirm our offer of employment to you as **Tax Consultant I** based in **Hyderabad**.

We extend this offer, and the opportunity it represents, with great confidence in your abilities. You have made a very favorable impression with everyone you met and we are excited with the prospect of you joining our organization on **JUNE 26, 2022**.

Your immediate manager will communicate details of your role and work responsibilities in the initial weeks of your joining the Employer. During your employment, the Company may require you to work on any project that you are assigned to, on any technical platforms/skills and nature of the project, in differentiated work timing, at designated work space and location as may be decided by the company.

As part of your annual compensation, you will receive a Total Salary of **Rs 382500** and, will be eligible for a performance linked variable bonus. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount could vary depending upon the business and individual performance each fiscal year and, in some situations, could exceed the payout range indicated. Any amounts paid will be subject to statutory and other deductions as per Employer policies and practices. The details of your compensation breakdown are provided in the attached Annexure A.

As an incentive to join the Company, you are eligible to receive a joining bonus of **Rs./₹ 100,000/-** subject to your reporting for full-time employment on **JUNE 26, 2022**. This amount will attract applicable taxes and will be processed as part of your first month's payroll. You will have an obligation to repay the entire amount of your joining bonus if you resign your position or are terminated for cause by the Company within **12 months** of your start date.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

Your employment with us will be governed by the Terms and Conditions as detailed in **Annexure B**, as well as any and all rules, regulations, guidelines, policies and practices of the Employer, which may be amended from time to time. Deloitte LLP and its U.S.-based subsidiaries (the "Deloitte U.S. Firms") requires their employees to make the necessary representations regarding independence and other matters. Because the Employer is an Indian subsidiary of Deloitte LLP, we must also comply with these independence requirements. Accordingly, this offer is conditional upon you agreeing to make such representations under the Employer's Independence Representations requirements, as further explained in **Annexure B**.

Your compensation details are confidential, and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization. We would like you to join the Employer on, or an alternative mutually agreed upon date.

This offer letter, together with the Annexures described herein, and the Non-Disclosure, Non Solicit and Intellectual Property Rights Assignment Agreement, the Information Security Policy (which you are required to sign upon joining), constitute the entire agreement between the parties with respect to the subject matter of this offer, and supersedes all other previous or contemporaneous oral or written representations, understandings or agreements relating to the subject matter of this offer between you and the Employer or its affiliates.

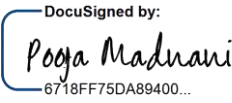
In compliance with applicable laws, Deloitte India (Offices of the US) provides its professionals with home pick-up and drop transport services within **pre-defined** boundary if their shift timings are between 8:30 p.m. - 6:00 a.m. in Hyderabad, 9:00 p.m. - 6:00 a.m. in Mumbai, Pune; 7:00 p.m. – 6:00 a.m. in Gurugram, 8:00 p.m. - 6:00 a.m. in Bengaluru, Chennai, and Kolkata.

This letter and **Deloitte Tax Services India Private Limited** employment application are intended to be final. To accept the offer and the terms of this letter, please sign below in the space provided within three business days.

everyone you have interviewed with joins me in extending to you congratulations and warm regards. We look forward to you joining our team.

Sincerely,

**For Deloitte Tax Services India Private Limited**  
Best regards,

By:   
Signature

**Authorized Signatory**

**Acceptance**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Annexure A****Tax Consultant I -**

<b>Description</b>	<b>Monthly</b> (Rs. per month)	<b>Annual</b> (Rs. per Annum)
Basic Pay	<b>17,500</b>	<b>210,000</b>
House Rent Allowance (HRA)	<b>8,750</b>	<b>105,000</b>
Special Allowance <sup>1a &amp; 1b</sup>	<b>11,867</b>	<b>142,404</b>
Leave Travel Allowance <sup>2</sup>	<b>1,750</b>	<b>21,000</b>
Differential Allowance	<b>5,833</b>	<b>69,996</b>
Meal Card <sup>3</sup>	<b>2,200</b>	<b>26,400</b>
Employer's contribution to PF	<b>2,100</b>	<b>25,200</b>
<b>Total Salary (in Rs.)</b>	<b>50,000</b>	<b>600,000</b>
Variable Bonus*	You are eligible for a performance linked variable bonus. It will be paid out at the end of the fiscal year, as applicable and on the basis of your individual performance and performance of the business	
Medical Insurance Premium <sup>4</sup>	<b>3,014</b>	<b>36,167</b>

\*The Variable Bonus will vary, primarily based on your individual performance and the performance of the business, during the Employer's fiscal year which is June through May. Your performance will be formally assessed as a part of the Employer Performance Review Cycle Process. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount will vary depending upon the business and individual performance and in some circumstances, could exceed the payout range indicated. The performance of all the employees who have joined the Employer prior to March 1st will be assessed for the fiscal year ending in May. The disbursement of a Variable Bonus, if applicable, is subject to you being active on the rolls of the Employer, during the Annual Incentive Program payout cycle for the fiscal year. For employees joining during the period March 1st to May 30th, a prorated Variable Bonus, if applicable, will be based on the first year-end review ratings in the subsequent year and paid during the Annual Incentive Program payout cycle of that year. The Variable Bonus will not be paid in the event of termination of employment for any reason on or before the disbursement time. The application and interpretation of, and any determinations related to, the Variable Bonus is at the sole discretion of Employer. Employer may amend or terminate the Variable Bonus at any time. All compensation and benefits are based on employee's position with the Employer in India.

Contd/-....

Annexure A

<sup>1</sup>All employees may claim tax exemption, subject to tax rules from time to time, from their Special Allowance component, expenses incurred towards communication and Driver / Fuel & Maintenance Expenses as per eligibility mentioned below:

**Employee Level -  
Tax Consultant I**

<sup>1a</sup>Communication Expenses

<sup>1b</sup>Fuel Expenses

*Only one Post paid mobile, one Land Phone  
and One internet connection bill(s) can be  
claimed.*

*Petrol / Driver / Insurance / Repairs &  
Maintenance*

**Rs./₹ 3,000/-** per month

**Rs./₹ 7,500/-** per month

<sup>1a</sup> The internet/telephone/mobile bills should be in the Employee's name.

<sup>1b</sup> For claiming vehicle running expenses (Driver / Fuel / Repairs & Maintenance expenses) the vehicle has to be in the name of the Employee and the current tax rules are as under. The above limits will be applicable for all those who are on company car lease program and the below limits will apply for all those who are on self-owned car. In case of company leased car, taxability would be as per the current perquisite valuation rules.

Nature of Expenses	Own Vehicle –Maximum Tax exemption limit per month		
	4 Wheelers (Engine Capacity)		
	<= 1600 cc	> 1600 cc	Two Wheelers
Fuel & Maintenance	Rs. 1,800	Rs. 2,400	Rs. 900
Driver's Salary	Rs. 900	Rs. 900	Not applicable

All employees at and above **Senior Staff** are eligible for the company car lease program. If you choose to avail of this benefit, the amount towards lease rental will be paid by the firm on your behalf to the leasing company and your compensation structure will be adjusted accordingly. A revised letter with the new compensation structure will be issued that will supersede this letter for all practical purposes.

<sup>2</sup> The Leave Travel Allowance (LTA) will be paid on a monthly basis as an allowance with tax deducted at source. If you choose to avail the tax benefit on LTA, you should submit proof of expenses incurred by you for Self and / your immediate dependents. The taxability or otherwise of LTA will be as per the Income Tax Act 1961, details of which will form part of the LTA Form.

<sup>3</sup> Meal Card amount will be credited at the start of each month and for the first month (For New Hires) prorated amount will be processed as part of payroll. If not collected, it will be processed as a taxable amount with the salary.

<sup>4</sup> Annual Floating Medical Insurance Coverage for self and **6 dependents** is being paid by the Employer on your behalf. The premium amount is subject to change every year post renewal of insurance policy. In case you opt for an enhancement of the coverage limit, the additional premium will be adjusted accordingly from the special allowance.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

You may also be eligible to either a One-time Stipend or a temporary lodging basis joining the registered office location, you will receive a survey from Deloitte prior to your joining.

You may select the best option for availing the relocation assistance. If an employee who has availed this reimbursement decides to quit within 18 months from the date of relocation claim for whatever reason, the relocation reimbursement paid to the employee will be recovered in full, from the employee's full and final settlement.

By joining the Company, you will become a member under the 'Deloitte USI Employees Welfare Trust' and may be required to make a nominal contribution as a member.

Original bills towards the above components should be submitted during the Income Tax fiscal period evidencing the expenditure to get Income Tax exemption, failing which the same will attract applicable Income Tax.

Submission of false, tampered or altered bills as proof of expense for any of the above components will result in disciplinary action including termination of employment.

**Your compensation above is subject to income tax deduction per rules and guidelines prescribed under the prevailing tax laws. This may change from time to time in line with the amendments done in tax laws.**





## Annexure B

### **Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement ("Employment Agreement")**

In consideration of my employment by **Deloitte Tax Services India Private Limited**, an Employer incorporated under the provisions of the Companies Act, 1956 and having its registered office **Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District, CIRCLE 3, Hyderabad - 500032, Telangana, India** (the "Employer") as **Tax Consultant I** - and other valuable consideration, I acknowledge and agree that:

#### **PRELIMINARY MATTERS**

**1. Defined Terms.** The italicized terms in this agreement (the "Employment Agreement") are defined in **Exhibit A** hereto.

**2. Pre-existing Agreements or Arrangements.** I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Agreements or Arrangements*. The Employer expects me to abide by all restrictions or obligations that are contained in such Pre-existing Agreements or Arrangements and to avoid involvement, while employed by the Employer, in any matter that could pose a conflict as a result of confidential information or intellectual property obtained by me prior to my *Employment*. I further represent that none of these restrictions or obligations, including those set forth in any non-compete agreements with prior employers, is inconsistent with my acceptance of the Employer's offer of *Employment* or my becoming, and serving as, **Tax Consultant I** of the Employer. To the extent applicable and if I am joining the Employer after having served as an employee or official of the United States Government, I further represent that: (1) I have disclosed my prior participation, if any, in any discussions or negotiations with, or decisions to award contracts to, the Deloitte U.S. Firms while I was employed by the United States Government; and (2) I had either recused myself or had not played an active role in the applicable United States Government agency's decision to award any contracts to the Deloitte U.S. Firms while I was employed by the United States Government.

#### **PROTECTION OF OUR BUSINESS**

**3. Reporting of Proceedings.** Except as provided by law and except as I have disclosed in writing on **Exhibit C** to this Agreement, I represent and warrant that I have no *Proceedings* to report. Should I become a subject of any *Proceedings* during my association with the Employer, I agree to immediately report, in writing, all relevant facts to the Chief Talent Officer of Deloitte LLP, the Regional Talent Director of the Employer, and the Chief Ethics and Compliance Officer of Deloitte LLP. I understand that my responses are subject to audit and review by the Employer and others in accordance with applicable professional, ethical, legal, or Employer requirements, rules, regulations, policies, or practices, or other requests.

**4. Confidentiality.** I acknowledge that, by virtue of my *Employment*, I will acquire and be exposed to, have access to, make use of and/or create *Confidential Information*. Therefore, I agree to hold in trust and confidence all such *Confidential Information*. I will neither disclose any such *Confidential Information* to anyone outside a *Deloitte Entity* without the prior written approval of an *Authorized Signatory*, except as required by my authorized duties for the Employer, nor use any such *Confidential Information* for any purpose other than for the benefit of a *Deloitte Entity*.

**5. Third Party Information and Property.** I agree that during my *Employment*, I shall not use or disclose any confidential information or intellectual property of any former employer or other person or entity without the prior written authorization of such employer, person or entity and the prior written consent of an *Authorized Signatory*. If I were to use or disclose any such Confidential Information or Intellectual Property without prior consent, and any of the *Deloitte Entities* become the subject of any claim from a third party regarding such unauthorized use or disclosure, I agree to hold harmless and indemnify the *Deloitte Entities* for any legal defense costs and/or damages related to any such claim.

**6. Authorization.** Only employees of the Employer holding a senior or managerial position with the Employer will be authorized by a specific authorization, delegation, or power of attorney to sign legal documents, representing the Employer. Similarly, only such authorized employees of the Employer may speak about the Employer, the business and plans, various client-related projects etc.

**7. Competing Activities and Conflict of Interest.** During the period of my *Employment* I will not, directly or indirectly, participate in or in any way render services or assistance to any business that is or may be competitive with a *Deloitte Entity*, whether or not for compensation, or engage in any conduct which might result in, or create the appearance of using my position for private gain or other than for the benefit of a *Deloitte Entity*, or otherwise create a conflict, or the appearance of a conflict, of interest with a *Deloitte Entity*. Such conduct shall include, but not be limited to, having an undisclosed financial interest in any vendor or supplier of a *Deloitte Entity*, accepting payments of any kind or gifts other than of a nominal value from vendors, clients or suppliers, or having an undisclosed relationship with a family member or other individual who is employed or

associated with any entity in active or potential competition with a *Deloitte Entity*, and which creates a conflict of interest. I represent and warrant that I am not currently aware of any present or past violation of this provision.

**8. Authorization to Access Systems and Electronic Communications and use of Deloitte Property.** I understand that while employed with a *Deloitte Entity*, I will use and have access to the Systems. I also acknowledge that a *Deloitte Entity* has the right at any time to access, retrieve, delete, monitor, examine, use and/or disclose my Electronic Communications and information from (or about) me and the content, without notice to me, and that such *Electronic Communications* are considered part of a *Deloitte Entity's* business and client records and are not to be considered private or personal to me or any other *Personnel*. I further acknowledge that this right extends to *Electronic Communications* transmitted for either a business or personal purpose.

I agree that I am authorized to access the *Systems* only for approved business purposes and occasional personal use if such use does not interfere with my work responsibilities and other required business activities, business operations, or *Systems* performance. However, I also acknowledge that such occasional personal use does not create an expectation of privacy as to any of my personal *Electronic Communications* and, as such, are *Deloitte Property*.

I further acknowledge that I am not authorized to use the *Systems* for personal gain or any illegal or unethical use. I agree that under no circumstances am I authorized to access any of the *Systems* for the purpose of obtaining *Deloitte Property* for a competitor of a *Deloitte Entity*, transmitting *Deloitte Property* to me (e.g., emailing *Confidential Information* to my personal email address) or to a third party for purposes other than furthering the business objectives of a *Deloitte Entity*. I am not authorized to download a *Deloitte Entity's Confidential Information* or other *Deloitte Property* to removable media such as a CD Rom, disk or thumb drive other than as authorized for furthering the business objectives of a *Deloitte Entity*.

I will be responsible for the safe keeping and return in good condition and order of all the *Deloitte Property* that may be in my use, custody, care or charge. For the loss of any *Deloitte Property* in my possession or custody or for which I have been assigned responsibility, the Employer will have a right to assess on its own basis and recover from me, the damages in respect of such materials (out of the amounts due to me or otherwise) and to take such other legal action as it deems appropriate including termination of my employment without notice or payment in lieu thereof in the event of my failure to account for such material or property to its satisfaction.

**9. Security.** I am provided with a worktable and lockable storage space. I will ensure they are locked when unattended and understand that a duplicate key will only be provided if I sign for it. I am required to display my identity card to the appropriate security personnel on demand and at all times within the office premises.

**10. Ownership of Works.**

a. I agree that the Employer owns all rights, title and interest in and to all *Works*.

b. I agree that all *Works* are deemed works made for hire under India copyright or applicable laws or equivalent laws of any applicable foreign jurisdiction, and all *Intellectual Property Rights* therein vest automatically in the Employer upon creation of the *Works*. I agree that, to the extent any *Work* is held not to be a work made for hire, I hereby irrevocably assign all *Intellectual Property Rights* in the *Work* to the Employer. Notwithstanding anything contained in Section 19(4) of the Indian Copyright Act, 1957, I agree that such assignment shall continue to be in force for perpetuity irrespective of whether or not the Employer exercises its rights as the assignee for any period of time.

c. I will at all times, even after termination of my *Employment*, do whatever the Employer reasonably requests of me, at the Employer's expense, to document the assignment of any *Works* to the Employer or to assist the Employer in pursuing, renewing, extending or assigning any *Intellectual Property Rights*, and otherwise perfecting, protecting and enforcing said *Intellectual Property Rights* in, any *Works*. I agree that, as between me and the Employer, the Employer shall be the sole author, inventor, and owner of all such *Works* and *Intellectual Property Rights* therein throughout the world, and that the Employer shall have the sole right to seek copyright registrations, patents or trademark registrations, including all extensions and renewals thereof. I also hereby agree that I waive all moral rights in any *Works*.

I also agree to assign all my right, title and interest in and to any particular *Works* to a third party as directed by the Employer.

In the event the Employer is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraphs, I hereby irrevocably designate and appoint the Employer and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and in my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraphs with the same legal force and effect as if executed by me. I hereby waive any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any *Works* assigned hereunder to the Employer.

d. During a 12 month period after termination of my *Employment*, I agree that any *Intellectual Property* I create or conceive that results from and is related to any work assigned to or performed by me for the Employer, or that was created using *Deloitte Property*, is a *Work* that is subject to Paragraph 10 (b) above. For purposes of clarification, the foregoing provision is in addition to, and not in limitation of, any rights and remedies the Employer may have under the applicable laws protecting *Intellectual*

*Property of the Deloitte Entities.*

e. I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Employer) of all *Works* developed by me during the period of my employment with the Employer, which records shall be available to and remain the sole property of the Employer at all times.

**11. Pre-existing Creations; Personal Creations.** My obligations in Paragraph 10 do not apply to *Pre-existing Creations* and *Personal Creations*. I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Creations*. I acknowledge and agree that I will not assert any ownership rights against the *Deloitte Entities*, or their respective clients, with respect to any *Pre-existing Creations* unless they appear on **Exhibit B**, and **Exhibit B** has been accepted and agreed to by an *Authorized Signatory* who has signed at the bottom of such **Exhibit B**. I further agree that I shall not use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment* without the prior written consent of an *Authorized Signatory*. To the extent that I use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment*, I agree that, except as otherwise provided in a written agreement executed by me and the Employer, I hereby grant to the Employer an irrevocable, royalty free, perpetual, fully paid up, transferable, sub-licensable license to use, reproduce, distribute, display, perform, modify and create derivative works of and otherwise exploit such *Pre-existing Creations* or *Personal Creations* for any purpose including, but not limited to, client engagements.

**12. Post- Employment Restrictions re: Clients.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or serving of certain clients related to my work for a *Deloitte Entity* would necessarily involve the unauthorized use or disclosure of *Confidential Information*, and the proprietary relationships and goodwill of the *Deloitte Entities*, and, in the case of my serving of certain clients, could compromise the full compliance of the Employer or another *Deloitte Entity* with the applicable laws, rules and regulations of a U.S. or India regulatory body or other independence-related requirement of a regulatory body. Accordingly, during the period of my *Employment* and for a period of one year thereafter, I will not, directly or indirectly, solicit or provide services to any existing client of a *Deloitte Entity* with which I had personal contact and provided services during the two-year period prior to termination of my *Employment*.

**13. Exceptions to Post- Employment Restrictions re: Clients.** I understand that the obligations of Paragraph 12 will not apply for a period of three (3) years after my start date or the date of my promotion or transfer to clients of a *Deloitte Entity* and/or certain specified kinds of services rendered to such clients that meet all of the following criteria: (a) are personal clients of mine who came to a *Deloitte Entity* solely to avail themselves of certain specified kinds of services rendered by me and only as a result of my own independent recruitment efforts, which a *Deloitte Entity* neither subsidized nor otherwise financially supported as part of a program of client development, (b) are listed on **Exhibit D** expressly by name with respect to client and with sufficient specificity with respect to the kinds of service(s) that I will be permitted to render, and (c) are accepted and agreed to as to their listing on **Exhibit D** by an *Authorized Signatory* who has signed at the bottom of such Exhibit. I agree that after a period of three (3) years from my start date or the date of my promotion or transfer the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on **Exhibit D** to support the application of the obligations of Paragraph 12 to those clients.

**14. Future Employment with Clients.** Except as otherwise provided herein, I understand that I am not prohibited from accepting employment with a client (or an affiliate of such client) of a *Deloitte Entity*. Before entering into substantive discussions with an *Attest Client* regarding any employment opportunity, I acknowledge and agree that during my *Employment* and for five years thereafter I must first notify *Independence* and obtain prior written approval from *Independence*. I acknowledge and understand that it is the intent of the Employer to interpret and apply this provision (a) in an effort to ensure the full compliance of the *Deloitte Entities* with applicable U.S. and India laws, rules, and regulations; (b) to serve the public interest; and (c) to protect the legitimate interests of the *Deloitte Entities* or their respective *Attest Clients* under applicable U.S. or India laws, rules and regulations in a manner that is no greater than is reasonably necessary to protect such interests and without being unduly harsh and oppressive to me and my interests in future employment with an *Attest Client*. Further, I acknowledge and agree that because of, among other things, the importance of the *Deloitte Entities* remaining in compliance with applicable independence rules, such approval may be withheld by *Independence* in the event that my employment with an *Attest Client* would, in the view of Deloitte LLP, be inconsistent with applicable laws, rules and regulations or jeopardize the independence of a *Deloitte Entity* with respect to such *Attest Client*.

**15. Restrictions re: Personnel and Contractors.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or hiring or of any of its *Personnel* or contractors of the *Deloitte Entities*, or my participation in their hiring, admission or retention, would necessarily involve the unauthorized use or disclosure of *Confidential Information* or the proprietary relationships and goodwill of the *Deloitte Entities*. Accordingly, during my *Employment* and for one year thereafter, I will not, directly or indirectly, (a) solicit or attempt to solicit, or participate in the solicitation of or any attempt to solicit any *Personnel* to leave a *Deloitte Entity*, or to join any firm or business with which I may be or become affiliated; (b) participate in the hiring or admission of any *Personnel*; or (c) cause a contractor of a *Deloitte Entity* to cease providing services to, with, or on behalf of the *Deloitte Entity*.

**16. Post- Employment Restrictions re: Deloitte Property.** Upon termination of my *Employment*: (a) I will not use or disclose *Deloitte Property*, including, but not limited to, *Confidential Information* and *Works*, for any purpose; (b) I will not retain or take with me any *Deloitte Property*; (c) I will immediately deliver to a *Deloitte Entity* at any location that it designates, at my expense, within one business day after the termination of my *Employment* or on an alternate date designated by a *Deloitte*

*Entity*, any *Deloitte Property* that I may then or thereafter hold or control; and (d) I agree to allow a *Deloitte Entity* to inspect any of my personal or home computers, including smart phones, tablet computers, or any device, media or location capable of storing electronic data, to determine whether any *Deloitte Property* resides on such computers and to permit a *Deloitte Entity* to remove such *Deloitte Property*.

## **OTHER POST- EMPLOYMENT OBLIGATIONS**

**17. Transition of Work and Cooperation.** Upon termination of my *Employment* for any reason, I will cooperate with a *Deloitte Entity* in all matters relating to the completion of pending work and its orderly transfer. I will also cooperate fully with a *Deloitte Entity* in connection with any threat of or actual legal proceeding against a *Deloitte Entity* or any client, customer or licensor of a *Deloitte Entity* arising out of any matter with or of which I had contact or knowledge during my *Employment*.

**18. Notification of Post- Employment Obligations.** I agree that prior to accepting employment or affiliation with another firm or business I will advise such firm or business of my duties and obligations under this Employment Agreement. After my *Employment* ends, I agree that a *Deloitte Entity* shall be permitted to advise any firm or business with which I have accepted an offer of employment or affiliation concerning my duties and obligations under this Employment Agreement.

**19. Certification.** I agree that during or after my *Employment* I will, if requested, provide written certification in such form as the Employer may require that I have complied with my obligations hereunder, including, without limitation, those obligations set forth in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15 and 16 of this Agreement.

## **OUR ENFORCEMENT RIGHTS AND REMEDIES IN THE EVENT OF A BREACH**

**20. Equitable Relief and Attorney's Fees.** I acknowledge and agree that a breach of this Employment Agreement, including, but not limited to, a breach of my duties and obligations under the terms and conditions of Paragraphs 4, 5, 7, 8, 9, 10, 12, 14, 15 or 16 would cause irreparable harm to the *Deloitte Entities* and that, in addition to other remedies, the Employer on behalf of itself or another *Deloitte Entity* is entitled to a temporary restraining order, an injunction or other equitable relief to prevent any such breach. I also acknowledge that, to the extent permitted by law, a *Deloitte Entity* will be entitled to the payment of the *Deloitte Entities'* reasonable costs and attorney's fees incurred in enforcing this Employment Agreement. I also acknowledge that, to the extent permitted by law, the Employer may request that a court extend the one year period following the termination of my *Employment*, as provided in Paragraphs 12 and 15, to correspond with the period that I participated in activities prohibited by Paragraphs 12 and 15.

**21. Liquidated Damages: Client Fees.** I agree that in the event of a breach under Paragraph 12, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

**22. Liquidated Damages: Compensation.** I agree that the precise amount of damages flowing from a breach under Paragraph 15 would be impracticable or extremely difficult to ascertain in an actual amount. Therefore, I agree that in the event of a breach under Paragraph 15, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by or owed to any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

**23. Right of Inspection.** I agree to permit the Employer (or to use my best efforts to enable the Employer) to inspect my books and records (and the books and records of any entity which employs or is associated or affiliated with me), upon request and at reasonable times, to enable the Employer to confirm the calculations described above and to verify compliance with Paragraphs 12 and 15. The Employer shall keep confidential any proprietary information obtained, except as may be necessary or desirable to enable the Employer to enforce its rights under this Employment Agreement and except as may be required by any statute, court or administrative order to decree or government ruling or regulation.

**MISCELLANEOUS**

**24. Governing Law; Choice of Forum.** This Employment Agreement is deemed to have been executed in the Employer's office in **Hyderabad, Telangana, India** and will be construed and governed in accordance with the laws of the Republic of India without regard to its conflicts-of-law principles. You agree to submit to jurisdiction before any court of record in which the Employer's office to which you were assigned is located, or in which a breach of this Employment Agreement may occur, at the election of the Employer, and you waive any right to raise questions of personal jurisdiction or venue in any action the Employer may bring against you in any such court. You further agree to accept service of process/summons/legal notice from the Employer when that process/summons/legal notice is either sent to your last known address by certified mail or served by any other means permitted under the law of the jurisdiction in which the Employer may bring an action against you.

**25. Modifications.** My obligations hereunder may not be changed or modified, released, discharged, abandoned or terminated, in whole or in part, except by an instrument in writing signed by an *Authorized Signatory*.

**26. Severability.** Every provision of this Employment Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such term or provision will be enforced to the maximum extent permitted by law and, in any event, such illegality or invalidity shall not affect the validity of the remainder of the Employment Agreement.

**27. Blue-Penciling.** If any court determines that any provision of this Employment Agreement, or any part hereof, or the application of any such provision, or any part hereof, to any person or circumstance is unenforceable or void, such court shall have the power to modify such provision, or any part hereof, to the extent necessary to render it legal and enforceable while preserving its intent, or if such modification is not possible, by substituting therefore another provision that is legal and enforceable and that achieves the same objective.

**28. Waiver.** None of my obligations under this Employment Agreement shall be deemed to have been waived by the Employer except if the giving of such waiver is contained in a written notice given to me and no such waiver shall be deemed to be a waiver of any other or further obligation I have under this Employment Agreement.


**29. Entire Agreement.** This Employment Agreement, the Employer's employment application, the Terms and Conditions of Service issued pursuant to the offer of employment and any documentation employing me or transferring me to the Employer, contain the entire understanding between me and the Employer or any other *Deloitte Entity* with respect to the subject matter hereof and supersedes all prior representations, warranties, and agreements with respect to such subject matter, and no representations, warranties or other covenants exist with respect to such subject matter that are not contained or expressly referred to herein. Notwithstanding the foregoing, any written agreement between a *Deloitte Entity* and me with respect to the subject matter hereof that was signed by me prior to the effective date of this Employment Agreement shall remain valid and enforceable according to the terms of such agreement with respect to all acts and omissions occurring prior to the effective date of this Employment Agreement. In the event of a conflict between this Employment Agreement and the employment application or any other document purporting to set forth terms and conditions of my *Employment*, this Employment Agreement will control.

**30. Transfer and Assignment.** Unless as the Employer shall otherwise determine, the rights, obligations and benefits of the Employer under this Employment Agreement, including but not limited to those rights and benefits relating to my post-Employment obligations set forth in this Paragraph 30 and in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19 and 23 above, are transferred and assigned, in whole or in part (as the Employer shall determine) and without the need for my consent or the formality of documentation or prescribed processes, to (a) any *Deloitte Entity* in connection with my transfer to that *Deloitte Entity* or (b) any entity that acquires all or a part of the assets or business of the Employer. All provisions of this Employment Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, representatives, successors, and assigns of the Employer and me, and any *Deloitte Entity* to which I may be transferred during my *Employment*, provided, however, none of my duties or obligations under this Employment Agreement may be assigned or transferred by me to any other person or entity without the Employer's prior written approval of such assignment or transfer. Any purported assignments in violation of this Paragraph 30 shall be null and void.

**31. Headings.** The headings contained in this Employment Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Employment Agreement.

I have read the foregoing, understand it, and agree to comply with its terms.

**For Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
 6718FF75DA89400...

Pooja Madhani

**Talent**

**Authorized Signatory**

Effective as of , I accept all the terms and conditions of the Employer as stipulated in this Employment Agreement.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

**EXHIBIT A**

The definitions below apply to the italicized terms that appear in the Employment Agreement (including the exhibits):

**Attest Client** – attest client (or an affiliate of such client) of Deloitte & Touche LLP or a *Deloitte Entity*.

**Authorized Signatory** – a director, officer or other person who is authorized to sign on behalf of a *Deloitte Entity*.

**Confidential Information** – any information not generally known to the public, in any *Form*, that (1) relates to the operation of a *Deloitte Entity* or provides the *Deloitte Entities* with a competitive advantage, (2) consists of Personally Identifiable Information (*PII*) or other personal information about *Personnel*, client and other third party personnel, independent contractors, subcontractors, agents, vendors, suppliers or others which the Employer or another *Deloitte Entity* receives in the course of business, and (3) all other information entrusted to the Employer or another *Deloitte Entity* by clients and other third parties. *Confidential Information* includes, but is not limited to, *Intellectual Property*, supplier information, designs, business or marketing plans, forecasts and financial information, tax returns, tax identification numbers, agreements, client or prospective client lists, specific information about clients or prospective clients such as preferences for specific products and services, client or prospective client needs based on financial history and past purchases of services, client or prospective client development plans, specific rates charged to a client or offered to a prospective client and other business or client records. *Confidential Information* also includes, but is not limited to, debit or credit card information, employment applications, organization charts, performance ratings and other personnel records.

**Deloitte Entity** – the Employer, Deloitte LLP, and any corporation, company, partnership, limited liability company or other entity (a) that (i) is owned, directly or indirectly, in whole or in part, by Deloitte LLP (the “Deloitte U.S. Firms”), including but not limited to Deloitte LLP subsidiaries in India, the Deloitte Touche Tohmatsu verein, Deloitte Global Services Limited, Deloitte Global Services Holdings Limited, Deloitte Touche Tohmatsu Limited (“DTTL”) or any member firm of DTTL or affiliate thereof (collectively, the “DTTL Member Firms”) or (ii) controls, is controlled by or is under common control with any of the entities listed in clause (i); or (b) in which any *Personnel* participated on its behalf, or carried out any duties with respect to its affairs. For purposes of this Employment Agreement, the term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract, or otherwise.

**Deloitte Property** – *Confidential Information*, *Systems*, equipment, debit and credit cards issued in connection with my *Employment*, furniture, facilities and any and all other materials owned, licensed or leased by a *Deloitte Entity*, including, without limitation, computerized or electronic information and all copies thereof in any form or media, created by, furnished to, obtained by or prepared by me in the course of my employment in any capacity.

**Deloitte India (Offices of the US)** - The following companies shall be deemed to be the affiliates of each other and are collectively referred to as Deloitte India (Offices of the US): (i) Deloitte Consulting India Private Limited (ii) Deloitte Tax Services India Private Limited (iii) Deloitte Support Services India Private Limited (iv) Deloitte Financial Advisory Services India Private Limited and (v) Deloitte & Touche Assurance & Enterprise Risk Services India Private Limited.

**Electronic Communications** – all text, audio, video, images, information, data, files and attachments created, displayed, sent, received, posted, accessed or stored, whether deleted or not, by means of the *Systems*.

**Employment** – the nature of my relationship with the Employer or a *Deloitte Entity* pursuant to this Employment Agreement. Alternatively, and depending on context, *Employment* is the period of time during which this relationship persists.

**Form** - paper, computer disc, USB drive, website; any other tangible or electronic medium by which information may be stored or accessed; and human memory.

**Independence** – National Office (Independence) of Deloitte LLP.

**Intellectual Property** - works of authorship (including, without limitation, books, articles, data compilations, software and other copyrightable materials), materials, patents, inventions, designs, techniques, methodologies, processes, discoveries, know-how, ideas, trade secrets, moral rights, trademarks and other indicia of origin together with the goodwill therein, and all patent applications, copyright and trademark applications and registrations, and extensions and renewals thereof, throughout the world.

**Intellectual Property Rights** – all rights, title and interest in Intellectual Property.

**PCAOB** – the United States Public Company Accounting Oversight Board.

**Personal Creations** – *Intellectual Property* that meet all of the following criteria: (1) it is conceived, developed, and created by me on my own time without using *Deloitte Property* or *Personnel* (during work hours), facilities, *Confidential Information* or *Works* of a *Deloitte Entity*, (2) it is unrelated to the actual or reasonably anticipated business or research and development of a

*Deloitte Entity*, and (3) it does not result from any work performed by me and the *Personnel* (during work hours) for a *Deloitte Entity*.

**Personnel** – partners, principals, members, officers and employees of a *Deloitte Entity*.

**PII** – information (excluding business contact information such as an individual's name and one or more of the following: organization name, organizational title, organizational role, business address, business telephone number (including business cell phone number and business email address) relating to an identified or identifiable natural person. An identifiable natural person is a natural person who can be identified, directly or indirectly, by reference to an identification number or factors specific to his or her physical, physiological, mental, economic, cultural or social identity. Set forth below is a non-exclusive list of information that constitutes PII when such information relates to an identified or identifiable natural person:

- Account number (bank account, credit card, etc.)
- Address
- Biometric identifier
- Certificate or license number
- Date of birth
- Government identifiers (such as PAN)
- Name\*
- Personnel Number
- Photograph or video identifiable to an individual
- Vehicle identifier or serial number
- Other information related to an individual that may directly or indirectly identify that individual (e.g., salary, performance rating, purchase history, call history, etc.)

\* Note: When an individual's name is used with PII that is not business contact information, it is included in the definition of PII.

**Pre-existing Agreements or Arrangements** – agreements or arrangements that (1) relate to any *Pre-existing Creations*; or (2) may affect my ability to comply with the requirements of this Employment Agreement, including all contractual and other restrictions or obligations with other parties, including any post-employment restrictions and required notifications to the extent applicable under 18 United States Code §207, CFR 3.104-4, and India laws, rules and regulations that may or will impose limitations on my professional activities during my *Employment* (such as any non-compete agreements with prior employers and the one-year ban on lobbying contacts).

**Pre-existing Creations** – any *Intellectual Property* and *Intellectual Property Rights* that were developed or created by me, alone or with others, or otherwise acquired by me, before the period of my employment in any capacity with the Employer, in which I claim any ownership or right.

**Proceedings** – past or pending (1) actual or threatened claims or complaints of, or arising out of service to, present or former clients, (2) regulatory, self-regulatory, disciplinary, administrative, civil or criminal investigations, inquiries, charges, complaints, actions, sanctions, alternative dispute resolution proceedings, other proceedings or matters (other than criminal proceedings which relate solely to the operation of a motor vehicle) of any kind or nature, in India or any other jurisdiction, against me, including criminal proceedings arising out of my provision of professional services, proceedings brought by a professional association, or proceedings involving the Securities and Exchange Board of India, United States Securities and Exchange Commission or the PCAOB, other professional bodies like the Institute of Chartered Accountants of India or (3) matters of any kind or nature which could adversely affect my association with the Employer or my ability to perform my duties or responsibilities to the Employer, whether set forth in this Employment Agreement or otherwise, or my registration with or licensure by any governmental, quasi-governmental, or other regulatory agency, body or entity, in or outside the United States or India.

**Systems** – the communications systems or any part of such systems that a *Deloitte Entity* owns, licenses or operates and approves for use, including, but not limited to, e-mail, text messaging, Lotus Notes, Deloitte Online (eRoom), instant messaging, local area network, wide area network, Intranet (e.g., DeloitteNet, D Street), Internet, extranet, collaborative tools (e.g., blogs, wikis, etc.), laptop and desktop computers, servers, air cards, Personal Digital Assistants, cell phones, telephones and voicemail.

**Works** – all *Intellectual Property*, in any *Form*, created by me, alone or with others, during the period of my *Employment* that (1) is created within the scope of my *Employment*; (2) relates in any manner to the actual or anticipated business, research, or development of a *Deloitte Entity*; (3) results from any work assigned to or performed by me, alone or with others, for the Employer; or (4) is created with the use of *Deloitte Property*.



**EXHIBIT B****Pre-existing Creations; Pre-existing Agreements or Arrangements**

I understand and agree that the Employer makes no attempt to verify my claim of ownership to any of the *Pre-existing Creations* listed, and makes no admission that any *Pre-existing Creations* listed are owned by me.

[If yes, please enter details below]

Yes, I do have *Pre-existing Creations*, *Pre-existing Agreements or Arrangements*

No, I do not have *Pre-existing Creations*, *Pre-existing Agreements or Arrangements*

<b><u>Title</u></b>	<b><u>Date</u></b>	<b><u>Brief Description</u></b>
---------------------	--------------------	---------------------------------

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Print)

ACCEPTED AND AGREED TO:

**Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
6718FF75DA89400...

Pooja Madnani

**Talent**

*Its: Authorized Signatory*

\_\_\_\_\_  
Date

An *Authorized Signatory's* signature is required only if *Pre-existing Creations* or *Pre-existing Agreements* or *Arrangements* are listed pursuant to Paragraphs 2 and 11 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment made in light of Paragraph 2 that *Pre-existing Creations*, if any, are described and explained in sufficient detail so that the likelihood of confusion between the employee's *Pre-existing Creations* and the *Intellectual Property* of a *Deloitte Entity* can be avoided or minimized in the future and further indicates that the *Pre-existing Agreements* or *Arrangements* have been obtained and reviewed and that the *Authorized Signatory* is satisfied that such *Pre-existing Agreements* or *Arrangements* will not interfere with the employee's ability to comply with the requirements of this Employment Agreement.

**EXHIBIT C**

**Proceedings**

[none, unless otherwise specified]

Yes, I do have *Proceedings* to report

No, I do not have *Proceedings* to report

My signature below certifies that to the best of my knowledge, the information I have provided above, pursuant to Paragraph 3, is complete and accurate.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

**EXHIBIT D**

**Exceptions to Post-Employment Restrictions: re: Clients**

[none, unless otherwise specified]

As specified in Paragraph 13, I agree that after a period of three (3) years from my start date or the date of my employment, as the case may be, the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on Exhibit D to support the application of the obligations of Paragraph 12 to those clients.

Yes, I do have  
Post-Employment Restrictions  
re: Clients

No, I do not have  
Post-Employment Restrictions  
re: Clients

<u>Name of Client</u>	<u>Specified Kind of Services(s) Permitted</u>
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ACCEPTED AND AGREED TO:

**Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
6718FF75DA89400...

Pooja Madnani

**Talent**

Its:     Authorized Signatory	<hr/>
	Date

I have read and understood the above policy terms.

<hr/>	<hr/>	<hr/>
Signature	Name	Date

A n *Authorized Signatory's* signature is required only if information is provided pursuant to Paragraph 13 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment that criteria in Paragraph 13 have been fully satisfied, the clients listed have been properly identified, and the kinds of services permitted have been described with sufficient specificity.

## Terms and Conditions of Service

In continuation to our offer of employment with **Deloitte Tax Services India Private Limited** (the "Employer"), please note the terms and conditions of service.

The italicized terms in these Terms and Conditions of Service are defined in **Exhibit A** of the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement hereto.

### Terms of Service

#### 1. COMPLIANCE WITH INDEPENDENCE, ETHICS AND OTHER REQUIREMENTS

Deloitte & Touche LLP performs attest services for certain of its clients and is subject to the independence requirements of, among others, the United States Securities and Exchange Commission (SEC), the United States Public Company Accounting Oversight Board (PCAOB), and the American Institute of Certified Public Accountants (AICPA). These requirements mandate that certain of the Employer's employees and their relatives be independent of some or all of such attest clients and their affiliates in accordance with the policies of Deloitte LLP and its subsidiaries (the "Deloitte US Entities").

Upon joining the Employer, you will be asked to review a listing of the attest clients and the affiliates of such clients of certain of the Deloitte US Entities and disclose relationships or financial holdings that you or your relatives may have that could affect the independence of the Deloitte US Entities. Any relationships or holdings that conflict with, among other things, the requirements of the SEC, the PCAOB or the AICPA or the independence or ethics policies of the Deloitte US Entities will need to be resolved immediately. Further, you will be required to comply with these policies throughout your career with the Employer, including, when applicable, maintaining a current list of certain of your financial interests (but not their value) in the independence tracking system.

As a condition to your joining the Employer and continued employment, you are required to complete a representation regarding your understanding of, and compliance with, independence and other matters, on a periodical basis (as requested beginning on or prior to the date of you joining the Employer, annually thereafter, and upon certain changes in your role in the Employer), the details of which are provided in the independence representation. An example copy of this representation form is available for your reference on [www.deloittenet.com](http://www.deloittenet.com). The representation should be made to the best of your knowledge and ability. It is your responsibility to consult on any matter should you be uncertain or have a question. You are also requested to refer to [www.deloittenet.com](http://www.deloittenet.com) and *Independence* for more information in this respect. The representations made by you will be subject to an audit and may be reviewed by Deloitte LLP representatives and shared with certain third parties. If you are selected for such an audit, you will need to submit certain personal financial records to Deloitte LLP's internal audit team. Please be assured that Deloitte LLP fully intends to keep all information obtained through the audit process confidential and secure. You hereby give your consent to Deloitte LLP to use the information provided by you for such purposes as provided in the policies regarding independence and ethics.

In the event you (i) do not cooperate or comply with the independence requirements, or (ii) do not complete the necessary representations, or (iii) make inaccurate representation(s); you may be subject to disciplinary action including and up to termination of employment with the Employer.

Please feel free to contact or consult *Independence* should you require any further information or if you have any specific concerns in this respect.

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#### 2. NON DISCLOSURE, NON SOLICIT AND INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AGREEMENT ("Employment Agreement")

You will be expected to sign the Employer's Employment Agreement. Please contact Talent for further details.

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#### 3. HARRASSMENT POLICY

**Administrative Policy Release ("APR") 213** is the Employer's policy prohibiting harassment. Deloitte LLP's subsidiaries located in India ("Deloitte India (Offices of the US)") are committed to providing a working environment that is free from harassment based on caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis, in accordance with applicable Indian central, state or local law. Expressly forbidden are unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Depending on the circumstances, such harassment may also include conduct such as stereotyped or demeaning remarks or gestures or the display or circulation, whether in writing or electronically, of materials or pictures offensive to persons because of their caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis in accordance with applicable Indian central, state or local law. The full policy will be accessible to you on DeloitteNet after joining Deloitte U.S. India.

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#### 4. WORKING HOURS, HOLIDAYS, LEAVES AND MATERNITY BENEFITS

You will be provided with your standard working hours, which may vary over the course of your career. The Employer may, from time to time, subject to applicable laws, require the employee to work beyond these hours.

You shall be entitled to paid holidays and leave as per the Employer's policies.

Women employees are eligible for maternity benefits as per the recent amendments (2017) in the maternity benefit act, 1961, including having 26 weeks of maternity leave with pay, as applicable.

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#### 5. RETIREMENT AGE

The age of retirement for employees of Deloitte India (Offices of the US) is 60 years. Your employment will therefore automatically terminate at the end of the month in which you attain 60 years.

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#### 6. TRANSFERS

You may be transferred, assigned, or asked to attend training at the offices of a Deloitte Entity or its clients or third parties in India or abroad with or without additional compensation. In such an event, you will also be governed by the terms and conditions of service applicable to the transfer, assignment, or training.

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#### 7. NOTICE PERIOD FOR TERMINATION OF SERVICES

The notice period for termination of your services is **60 Days** by either side and/or salary in lieu of notice period on part of the Employer only.

The Employer expects all employees to maintain the highest standards of professional conduct at all times.

In order to assure orderly operations and provide the best possible work environment, the Employer expects you to follow rules of conduct that will protect the interests and safety of all personnel, including but not limited to the Code of Ethics and Professional Conduct.

In the event of any breach of the Code of Ethics and Professional Conduct, non-performance of a contractual obligation or the terms and conditions laid down in this Annexure, or if you engage in any misconduct whether or not in connection with or affecting the business or affairs of the Employer or the work conduct, as specified by Employer, you will be subject to disciplinary action up to and including termination of your services/ employment with the Employer without any notice or payment in lieu of notice notwithstanding any other terms and conditions stipulated herein.

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#### 8. MISCONDUCT

Misconduct may include but is not limited to:

- Irregular attendance: repeated or excessive absence, tardiness or early departures/ late comings without approval.
- Unreported or unapproved absence (including overstay of leave) for more than five consecutive days or deviation from assigned and accepted schedule for more than five days.
- Falsification or manipulation in background verification process or employment records, employment information, or other records prior to or after joining the Employer.
- Falsification or manipulation of Deloitte Time & Expense (DTE).
- Knowingly providing false statements, either verbally or in written form.
- Neglect of normal duties and functions.
- Practices such as reading personal materials during working time, having obscene or inappropriate posters or screen savers at your work station, playing games at your work station, etc.
- Continued discharge of work functions that do not meet the standards reasonably expected.
- Breach of the confidentiality provision in the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement including disclosing to any unauthorized person any *Confidential Information* or *PII*.
- Willful insubordination or disobedience, whether or not in combination with another, of any lawful and reasonable instructions of any member of management or any authorised person.
- Engaging in unapproved outside employment and activities as defined in APR 218 (US & IND)

([https://deloittenet.deloitte.com/About/Policies/Admin/Pages/218\\_OutsideEmploymentActivities\\_US.aspx](https://deloittenet.deloitte.com/About/Policies/Admin/Pages/218_OutsideEmploymentActivities_US.aspx)).

- Installing, downloading, copying or duplicating any unauthorized or unlicensed software, programs, games, or attachments on any computer system of the Employer or of any *Deloitte Entity* or its clients.
- Engaging in any illegal activities.
- Workplace violence, including threats of physical violence.
- Corporate credit card delinquencies.
- Causing damage to the property of the Employer, any *Deloitte Entity*, its clients, or their respective personnel
- Going on or abetting a strike in contravention of any law.
- Theft of any property belonging to another, the Employer or any *Deloitte Entity*, or their respective personnel, clients, or visitors
- Possession of firearms, explosives, knives or any instruments that can be used as an injurious or deadly weapon in the workplace or at any *Deloitte Entity* sponsored event.
- Corruption, fraud, or misappropriation of funds.
- Failure to comply with the policies, guidelines, rules and regulations of the Employer or a *Deloitte Entity* as applicable.
- Excessive personal use of the Employer's telephone, fax or computer systems.
- Failure to adhere to applicable laws.
- Any act prejudicial to or in conflict with the interests of the Employer or a *Deloitte Entity*.

The above terms and conditions are based on, and should be read in conjunction with, the Employer's policies, guidelines, procedures and other rules currently applicable, including but not limited to Administrative Policy Releases (APRs) and Deloitte India (Offices of the US)'s other policies, guidelines, rules, and regulations. The above rules are subject to amendments from time to time and the amended rules, policies, procedures, and guidelines would be posted on the Employer's Intranet site i.e. <https://deloittenet.deloitte.com/Pages/Home.aspx> for employee reference. The policies will be updated from time to time in the future and we deem to have your consent to any and all such changes. Furthermore, upon acceptance of employment with the Employer, you may be requested to read and acknowledge acceptance of various policies and guidelines of the Employer. It is expected that you will read and acknowledge all such communications.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name



### Training Agreement

On behalf of **Deloitte Tax Services India Private Limited**, please accept our congratulations on your recent offer of employment to join the Company as **Tax Consultant I** pursuant to the terms and conditions of your offer letter dated **August 26, 2024**. You made a very favorable impression with everyone you met and we are excited about the possibility of you joining the Company.

As you may be aware, as a condition of employment with the Company, you may be required to travel Overseas to attend a series of training sessions for a period of up to 90 days. This training will be a combination of classroom procedural training as well as on-site training to observe employees conducting similar work at various client locations. This training represents the confidence we have in your ability to be a valuable member of the practice of the Company.

As per Company policy, we kindly bring to your attention that all employees attending training overseas are required to sign a Training Agreement which will obligate the employee to repay a calculated amount of the costs associated with the training, only if the employee resigns his/her position or are terminated for cause within a specified period after completion of the training (usually between 6 to 18 months). This repayment obligation disappears after the specified period of time has lapsed. We all look forward to seeing you again soon and having you join our team of outstanding professionals.

Sincerely,

For **Deloitte Tax Services India Private Limited**

DocuSigned by:

*Pooja Madhani*

6718FF75DA89400...

By:

Signature

**Authorized Signatory**



**Deloitte Tax Services India Private Limited**  
**Deloitte Tower Survey No. 41 Gachibowli Village, Ranga**  
**Reddy District, CIRCLE 3, Hyderabad - 500032, Telangana,**  
**India**

**Tel: +91 040 67621000**  
**www.deloitte.com**

**Subject: Offer of Employment**

**Dear VENUGOPAL G R:**

On behalf of **Deloitte Tax Services India Private Limited** (the "Employer" or "Company"), I am pleased to confirm our offer of employment to you as **Tax Consultant I** based in **Hyderabad**.

We extend this offer, and the opportunity it represents, with great confidence in your abilities. You have made a very favorable impression with everyone you met and we are excited with the prospect of you joining our organization on **JUNE 26, 2022**.

Your immediate manager will communicate details of your role and work responsibilities in the initial weeks of your joining the Employer. During your employment, the Company may require you to work on any project that you are assigned to, on any technical platforms/skills and nature of the project, in differentiated work timing, at designated work space and location as may be decided by the company.

As part of your annual compensation, you will receive a Total Salary of **Rs 382500** and, will be eligible for a performance linked variable bonus. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount could vary depending upon the business and individual performance each fiscal year and, in some situations, could exceed the payout range indicated. Any amounts paid will be subject to statutory and other deductions as per Employer policies and practices. The details of your compensation breakdown are provided in the attached Annexure A.

As an incentive to join the Company, you are eligible to receive a joining bonus of **Rs./₹ 100,000/-** subject to your reporting for full-time employment on **JUNE 26, 2022**. This amount will attract applicable taxes and will be processed as part of your first month's payroll. You will have an obligation to repay the entire amount of your joining bonus if you resign your position or are terminated for cause by the Company within **12 months** of your start date.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

Your employment with us will be governed by the Terms and Conditions as detailed in **Annexure B**, as well as any and all rules, regulations, guidelines, policies and practices of the Employer, which may be amended from time to time. Deloitte LLP and its U.S.-based subsidiaries (the "Deloitte U.S. Firms") requires their employees to make the necessary representations regarding independence and other matters. Because the Employer is an Indian subsidiary of Deloitte LLP, we must also comply with these independence requirements. Accordingly, this offer is conditional upon you agreeing to make such representations under the Employer's Independence Representations requirements, as further explained in **Annexure B**.

Your compensation details are confidential, and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization. We would like you to join the Employer on, or an alternative mutually agreed upon date.

This offer letter, together with the Annexures described herein, and the Non-Disclosure, Non Solicit and Intellectual Property Rights Assignment Agreement, the Information Security Policy (which you are required to sign upon joining), constitute the entire agreement between the parties with respect to the subject matter of this offer, and supersedes all other previous or contemporaneous oral or written representations, understandings or agreements relating to the subject matter of this offer between you and the Employer or its affiliates.



In compliance with applicable laws, Deloitte India (Offices of the US) provides its professionals with home pick-up and drop transport services within **pre-defined** boundary if their shift timings are between 8:30 p.m. - 6:00 a.m. in Hyderabad, 9:00 p.m. - 6:00 a.m. in Mumbai, Pune; 7:00 p.m. - 6:00 a.m. in Gurugram, 8:00 p.m. - 6:00 a.m. in Bengaluru, Chennai, and Kolkata.


This letter and **Deloitte Tax Services India Private Limited** employment application are intended to be final. To accept the offer and the terms of this letter, please sign below in the space provided within three business days.

everyone you have interviewed with joins me in extending to you congratulations and warm regards. We look forward to you joining our team.

Sincerely,

**For Deloitte Tax Services India Private Limited**

Best regards,

By:   
Signature

**Authorized Signatory**

**Acceptance**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Annexure A****Tax Consultant I -**

<b>Description</b>	<b>Monthly</b> (Rs. per month)	<b>Annual</b> (Rs. per Annum)
Basic Pay	<b>17,500</b>	<b>210,000</b>
House Rent Allowance (HRA)	<b>8,750</b>	<b>105,000</b>
Special Allowance <sup>1a &amp; 1b</sup>	<b>11,867</b>	<b>142,404</b>
Leave Travel Allowance <sup>2</sup>	<b>1,750</b>	<b>21,000</b>
Differential Allowance	<b>5,833</b>	<b>69,996</b>
Meal Card <sup>3</sup>	<b>2,200</b>	<b>26,400</b>
Employer's contribution to PF	<b>2,100</b>	<b>25,200</b>
<b>Total Salary (in Rs.)</b>	<b>50,000</b>	<b>600,000</b>
Variable Bonus*	You are eligible for a performance linked variable bonus. It will be paid out at the end of the fiscal year, as applicable and on the basis of your individual performance and performance of the business	
Medical Insurance Premium <sup>4</sup>	<b>3,014</b>	<b>36,167</b>

\*The Variable Bonus will vary, primarily based on your individual performance and the performance of the business, during the Employer's fiscal year which is June through May. Your performance will be formally assessed as a part of the Employer Performance Review Cycle Process. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount will vary depending upon the business and individual performance and in some circumstances, could exceed the payout range indicated. The performance of all the employees who have joined the Employer prior to March 1st will be assessed for the fiscal year ending in May. The disbursement of a Variable Bonus, if applicable, is subject to you being active on the rolls of the Employer, during the Annual Incentive Program payout cycle for the fiscal year. For employees joining during the period March 1st to May 30th, a prorated Variable Bonus, if applicable, will be based on the first year-end review ratings in the subsequent year and paid during the Annual Incentive Program payout cycle of that year. The Variable Bonus will not be paid in the event of termination of employment for any reason on or before the disbursement time. The application and interpretation of, and any determinations related to, the Variable Bonus is at the sole discretion of Employer. Employer may amend or terminate the Variable Bonus at any time. All compensation and benefits are based on employee's position with the Employer in India.

Contd/-....

Annexure A

<sup>1</sup>All employees may claim tax exemption, subject to tax rules from time to time, from their Special Allowance component, expenses incurred towards communication and Driver / Fuel & Maintenance Expenses as per eligibility mentioned below:

**Employee Level -  
Tax Consultant I**

<sup>1a</sup>Communication Expenses

<sup>1b</sup>Fuel Expenses

Only one Post paid mobile, one Land Phone  
and One internet connection bill(s) can be  
claimed.

Petrol / Driver / Insurance / Repairs &  
Maintenance

**Rs./₹ 3,000/-** per month

**Rs./₹ 7,500/-** per month

<sup>1a</sup> The internet/telephone/mobile bills should be in the Employee's name.

<sup>1b</sup> For claiming vehicle running expenses (Driver / Fuel / Repairs & Maintenance expenses) the vehicle has to be in the name of the Employee and the current tax rules are as under. The above limits will be applicable for all those who are on company car lease program and the below limits will apply for all those who are on self-owned car. In case of company leased car, taxability would be as per the current perquisite valuation rules.

Nature of Expenses	Own Vehicle –Maximum Tax exemption limit per month		
	4 Wheelers (Engine Capacity)		
	<= 1600 cc	> 1600 cc	Two Wheelers
Fuel & Maintenance	Rs. 1,800	Rs. 2,400	Rs. 900
Driver's Salary	Rs. 900	Rs. 900	Not applicable

All employees at and above **Senior Staff** are eligible for the company car lease program. If you choose to avail of this benefit, the amount towards lease rental will be paid by the firm on your behalf to the leasing company and your compensation structure will be adjusted accordingly. A revised letter with the new compensation structure will be issued that will supersede this letter for all practical purposes.

<sup>2</sup> The Leave Travel Allowance (LTA) will be paid on a monthly basis as an allowance with tax deducted at source. If you choose to avail the tax benefit on LTA, you should submit proof of expenses incurred by you for Self and / your immediate dependents. The taxability or otherwise of LTA will be as per the Income Tax Act 1961, details of which will form part of the LTA Form.

<sup>3</sup> Meal Card amount will be credited at the start of each month and for the first month (For New Hires) prorated amount will be processed as part of payroll. If not collected, it will be processed as a taxable amount with the salary.

<sup>4</sup> Annual Floating Medical Insurance Coverage for self and **6 dependents** is being paid by the Employer on your behalf. The premium amount is subject to change every year post renewal of insurance policy. In case you opt for an enhancement of the coverage limit, the additional premium will be adjusted accordingly from the special allowance.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

You may also be eligible to either a One-time Stipend or a temporary lodging basis joining the registered office location, you will receive a survey from Deloitte prior to your joining.

You may select the best option for availing the relocation assistance. If an employee who has availed this reimbursement decides to quit within 18 months from the date of relocation claim for whatever reason, the relocation reimbursement paid to the employee will be recovered in full, from the employee's full and final settlement.

By joining the Company, you will become a member under the 'Deloitte USI Employees Welfare Trust' and may be required to make a nominal contribution as a member.

Original bills towards the above components should be submitted during the Income Tax fiscal period evidencing the expenditure to get Income Tax exemption, failing which the same will attract applicable Income Tax.

Submission of false, tampered or altered bills as proof of expense for any of the above components will result in disciplinary action including termination of employment.

**Your compensation above is subject to income tax deduction per rules and guidelines prescribed under the prevailing tax laws. This may change from time to time in line with the amendments done in tax laws.**



## Annexure B

### **Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement ("Employment Agreement")**

In consideration of my employment by **Deloitte Tax Services India Private Limited**, an Employer incorporated under the provisions of the Companies Act, 1956 and having its registered office **Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District, CIRCLE 3, Hyderabad - 500032, Telangana, India** (the "Employer") as **Tax Consultant I** - and other valuable consideration, I acknowledge and agree that:

#### **PRELIMINARY MATTERS**

**1. Defined Terms.** The italicized terms in this agreement (the "Employment Agreement") are defined in **Exhibit A** hereto.

**2. Pre-existing Agreements or Arrangements.** I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Agreements or Arrangements*. The Employer expects me to abide by all restrictions or obligations that are contained in such Pre-existing Agreements or Arrangements and to avoid involvement, while employed by the Employer, in any matter that could pose a conflict as a result of confidential information or intellectual property obtained by me prior to my *Employment*. I further represent that none of these restrictions or obligations, including those set forth in any non-compete agreements with prior employers, is inconsistent with my acceptance of the Employer's offer of *Employment* or my becoming, and serving as, **Tax Consultant I** of the Employer. To the extent applicable and if I am joining the Employer after having served as an employee or official of the United States Government, I further represent that: (1) I have disclosed my prior participation, if any, in any discussions or negotiations with, or decisions to award contracts to, the Deloitte U.S. Firms while I was employed by the United States Government; and (2) I had either recused myself or had not played an active role in the applicable United States Government agency's decision to award any contracts to the Deloitte U.S. Firms while I was employed by the United States Government.

#### **PROTECTION OF OUR BUSINESS**

**3. Reporting of Proceedings.** Except as provided by law and except as I have disclosed in writing on **Exhibit C** to this Agreement, I represent and warrant that I have no *Proceedings* to report. Should I become a subject of any *Proceedings* during my association with the Employer, I agree to immediately report, in writing, all relevant facts to the Chief Talent Officer of Deloitte LLP, the Regional Talent Director of the Employer, and the Chief Ethics and Compliance Officer of Deloitte LLP. I understand that my responses are subject to audit and review by the Employer and others in accordance with applicable professional, ethical, legal, or Employer requirements, rules, regulations, policies, or practices, or other requests.

**4. Confidentiality.** I acknowledge that, by virtue of my *Employment*, I will acquire and be exposed to, have access to, make use of and/or create *Confidential Information*. Therefore, I agree to hold in trust and confidence all such *Confidential Information*. I will neither disclose any such *Confidential Information* to anyone outside a *Deloitte Entity* without the prior written approval of an *Authorized Signatory*, except as required by my authorized duties for the Employer, nor use any such *Confidential Information* for any purpose other than for the benefit of a *Deloitte Entity*.

**5. Third Party Information and Property.** I agree that during my *Employment*, I shall not use or disclose any confidential information or intellectual property of any former employer or other person or entity without the prior written authorization of such employer, person or entity and the prior written consent of an *Authorized Signatory*. If I were to use or disclose any such Confidential Information or Intellectual Property without prior consent, and any of the *Deloitte Entities* become the subject of any claim from a third party regarding such unauthorized use or disclosure, I agree to hold harmless and indemnify the *Deloitte Entities* for any legal defense costs and/or damages related to any such claim.

**6. Authorization.** Only employees of the Employer holding a senior or managerial position with the Employer will be authorized by a specific authorization, delegation, or power of attorney to sign legal documents, representing the Employer. Similarly, only such authorized employees of the Employer may speak about the Employer, the business and plans, various client-related projects etc.

**7. Competing Activities and Conflict of Interest.** During the period of my *Employment* I will not, directly or indirectly, participate in or in any way render services or assistance to any business that is or may be competitive with a *Deloitte Entity*, whether or not for compensation, or engage in any conduct which might result in, or create the appearance of using my position for private gain or other than for the benefit of a *Deloitte Entity*, or otherwise create a conflict, or the appearance of a conflict, of interest with a *Deloitte Entity*. Such conduct shall include, but not be limited to, having an undisclosed financial interest in any vendor or supplier of a *Deloitte Entity*, accepting payments of any kind or gifts other than of a nominal value from vendors, clients or suppliers, or having an undisclosed relationship with a family member or other individual who is employed or

associated with any entity in active or potential competition with a *Deloitte Entity*, and which creates a conflict of interest. I represent and warrant that I am not currently aware of any present or past violation of this provision.

**8. Authorization to Access Systems and Electronic Communications and use of Deloitte Property.** I understand that while employed with a *Deloitte Entity*, I will use and have access to the Systems. I also acknowledge that a *Deloitte Entity* has the right at any time to access, retrieve, delete, monitor, examine, use and/or disclose my Electronic Communications and information from (or about) me and the content, without notice to me, and that such *Electronic Communications* are considered part of a *Deloitte Entity's* business and client records and are not to be considered private or personal to me or any other *Personnel*. I further acknowledge that this right extends to *Electronic Communications* transmitted for either a business or personal purpose.

I agree that I am authorized to access the *Systems* only for approved business purposes and occasional personal use if such use does not interfere with my work responsibilities and other required business activities, business operations, or *Systems* performance. However, I also acknowledge that such occasional personal use does not create an expectation of privacy as to any of my personal *Electronic Communications* and, as such, are *Deloitte Property*.

I further acknowledge that I am not authorized to use the *Systems* for personal gain or any illegal or unethical use. I agree that under no circumstances am I authorized to access any of the *Systems* for the purpose of obtaining *Deloitte Property* for a competitor of a *Deloitte Entity*, transmitting *Deloitte Property* to me (e.g., emailing *Confidential Information* to my personal email address) or to a third party for purposes other than furthering the business objectives of a *Deloitte Entity*. I am not authorized to download a *Deloitte Entity's Confidential Information* or other *Deloitte Property* to removable media such as a CD Rom, disk or thumb drive other than as authorized for furthering the business objectives of a *Deloitte Entity*.

I will be responsible for the safe keeping and return in good condition and order of all the *Deloitte Property* that may be in my use, custody, care or charge. For the loss of any *Deloitte Property* in my possession or custody or for which I have been assigned responsibility, the Employer will have a right to assess on its own basis and recover from me, the damages in respect of such materials (out of the amounts due to me or otherwise) and to take such other legal action as it deems appropriate including termination of my employment without notice or payment in lieu thereof in the event of my failure to account for such material or property to its satisfaction.

**9. Security.** I am provided with a worktable and lockable storage space. I will ensure they are locked when unattended and understand that a duplicate key will only be provided if I sign for it. I am required to display my identity card to the appropriate security personnel on demand and at all times within the office premises.

**10. Ownership of Works.**

a. I agree that the Employer owns all rights, title and interest in and to all *Works*.

b. I agree that all *Works* are deemed works made for hire under India copyright or applicable laws or equivalent laws of any applicable foreign jurisdiction, and all *Intellectual Property Rights* therein vest automatically in the Employer upon creation of the *Works*. I agree that, to the extent any *Work* is held not to be a work made for hire, I hereby irrevocably assign all *Intellectual Property Rights* in the *Work* to the Employer. Notwithstanding anything contained in Section 19(4) of the Indian Copyright Act, 1957, I agree that such assignment shall continue to be in force for perpetuity irrespective of whether or not the Employer exercises its rights as the assignee for any period of time.

c. I will at all times, even after termination of my *Employment*, do whatever the Employer reasonably requests of me, at the Employer's expense, to document the assignment of any *Works* to the Employer or to assist the Employer in pursuing, renewing, extending or assigning any *Intellectual Property Rights*, and otherwise perfecting, protecting and enforcing said *Intellectual Property Rights* in, any *Works*. I agree that, as between me and the Employer, the Employer shall be the sole author, inventor, and owner of all such *Works* and *Intellectual Property Rights* therein throughout the world, and that the Employer shall have the sole right to seek copyright registrations, patents or trademark registrations, including all extensions and renewals thereof. I also hereby agree that I waive all moral rights in any *Works*.

I also agree to assign all my right, title and interest in and to any particular *Works* to a third party as directed by the Employer.

In the event the Employer is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraphs, I hereby irrevocably designate and appoint the Employer and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and in my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraphs with the same legal force and effect as if executed by me. I hereby waive any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any *Works* assigned hereunder to the Employer.

d. During a 12 month period after termination of my *Employment*, I agree that any *Intellectual Property* I create or conceive that results from and is related to any work assigned to or performed by me for the Employer, or that was created using *Deloitte Property*, is a *Work* that is subject to Paragraph 10 (b) above. For purposes of clarification, the foregoing provision is in addition to, and not in limitation of, any rights and remedies the Employer may have under the applicable laws protecting *Intellectual*

*Property of the Deloitte Entities.*

e. I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Employer) of all *Works* developed by me during the period of my employment with the Employer, which records shall be available to and remain the sole property of the Employer at all times.

**11. Pre-existing Creations; Personal Creations.** My obligations in Paragraph 10 do not apply to *Pre-existing Creations* and *Personal Creations*. I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Creations*. I acknowledge and agree that I will not assert any ownership rights against the *Deloitte Entities*, or their respective clients, with respect to any *Pre-existing Creations* unless they appear on **Exhibit B**, and **Exhibit B** has been accepted and agreed to by an *Authorized Signatory* who has signed at the bottom of such **Exhibit B**. I further agree that I shall not use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment* without the prior written consent of an *Authorized Signatory*. To the extent that I use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment*, I agree that, except as otherwise provided in a written agreement executed by me and the Employer, I hereby grant to the Employer an irrevocable, royalty free, perpetual, fully paid up, transferable, sub-licensable license to use, reproduce, distribute, display, perform, modify and create derivative works of and otherwise exploit such *Pre-existing Creations* or *Personal Creations* for any purpose including, but not limited to, client engagements.

**12. Post- Employment Restrictions re: Clients.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or serving of certain clients related to my work for a *Deloitte Entity* would necessarily involve the unauthorized use or disclosure of *Confidential Information*, and the proprietary relationships and goodwill of the *Deloitte Entities*, and, in the case of my serving of certain clients, could compromise the full compliance of the Employer or another *Deloitte Entity* with the applicable laws, rules and regulations of a U.S. or India regulatory body or other independence-related requirement of a regulatory body. Accordingly, during the period of my *Employment* and for a period of one year thereafter, I will not, directly or indirectly, solicit or provide services to any existing client of a *Deloitte Entity* with which I had personal contact and provided services during the two-year period prior to termination of my *Employment*.

**13. Exceptions to Post- Employment Restrictions re: Clients.** I understand that the obligations of Paragraph 12 will not apply for a period of three (3) years after my start date or the date of my promotion or transfer to clients of a *Deloitte Entity* and/or certain specified kinds of services rendered to such clients that meet all of the following criteria: (a) are personal clients of mine who came to a *Deloitte Entity* solely to avail themselves of certain specified kinds of services rendered by me and only as a result of my own independent recruitment efforts, which a *Deloitte Entity* neither subsidized nor otherwise financially supported as part of a program of client development, (b) are listed on **Exhibit D** expressly by name with respect to client and with sufficient specificity with respect to the kinds of service(s) that I will be permitted to render, and (c) are accepted and agreed to as to their listing on **Exhibit D** by an *Authorized Signatory* who has signed at the bottom of such Exhibit. I agree that after a period of three (3) years from my start date or the date of my promotion or transfer the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on **Exhibit D** to support the application of the obligations of Paragraph 12 to those clients.

**14. Future Employment with Clients.** Except as otherwise provided herein, I understand that I am not prohibited from accepting employment with a client (or an affiliate of such client) of a *Deloitte Entity*. Before entering into substantive discussions with an *Attest Client* regarding any employment opportunity, I acknowledge and agree that during my *Employment* and for five years thereafter I must first notify *Independence* and obtain prior written approval from *Independence*. I acknowledge and understand that it is the intent of the Employer to interpret and apply this provision (a) in an effort to ensure the full compliance of the *Deloitte Entities* with applicable U.S. and India laws, rules, and regulations; (b) to serve the public interest; and (c) to protect the legitimate interests of the *Deloitte Entities* or their respective *Attest Clients* under applicable U.S. or India laws, rules and regulations in a manner that is no greater than is reasonably necessary to protect such interests and without being unduly harsh and oppressive to me and my interests in future employment with an *Attest Client*. Further, I acknowledge and agree that because of, among other things, the importance of the *Deloitte Entities* remaining in compliance with applicable independence rules, such approval may be withheld by *Independence* in the event that my employment with an *Attest Client* would, in the view of Deloitte LLP, be inconsistent with applicable laws, rules and regulations or jeopardize the independence of a *Deloitte Entity* with respect to such *Attest Client*.

**15. Restrictions re: Personnel and Contractors.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or hiring or of any of its *Personnel* or contractors of the *Deloitte Entities*, or my participation in their hiring, admission or retention, would necessarily involve the unauthorized use or disclosure of *Confidential Information* or the proprietary relationships and goodwill of the *Deloitte Entities*. Accordingly, during my *Employment* and for one year thereafter, I will not, directly or indirectly, (a) solicit or attempt to solicit, or participate in the solicitation of or any attempt to solicit any *Personnel* to leave a *Deloitte Entity*, or to join any firm or business with which I may be or become affiliated; (b) participate in the hiring or admission of any *Personnel*; or (c) cause a contractor of a *Deloitte Entity* to cease providing services to, with, or on behalf of the *Deloitte Entity*.

**16. Post- Employment Restrictions re: Deloitte Property.** Upon termination of my *Employment*: (a) I will not use or disclose *Deloitte Property*, including, but not limited to, *Confidential Information* and *Works*, for any purpose; (b) I will not retain or take with me any *Deloitte Property*; (c) I will immediately deliver to a *Deloitte Entity* at any location that it designates, at my expense, within one business day after the termination of my *Employment* or on an alternate date designated by a *Deloitte*

*Entity*, any *Deloitte Property* that I may then or thereafter hold or control; and (d) I agree to allow a *Deloitte Entity* to inspect any of my personal or home computers, including smart phones, tablet computers, or any device, media or location capable of storing electronic data, to determine whether any *Deloitte Property* resides on such computers and to permit a *Deloitte Entity* to remove such *Deloitte Property*.

## **OTHER POST- EMPLOYMENT OBLIGATIONS**

**17. Transition of Work and Cooperation.** Upon termination of my *Employment* for any reason, I will cooperate with a *Deloitte Entity* in all matters relating to the completion of pending work and its orderly transfer. I will also cooperate fully with a *Deloitte Entity* in connection with any threat of or actual legal proceeding against a *Deloitte Entity* or any client, customer or licensor of a *Deloitte Entity* arising out of any matter with or of which I had contact or knowledge during my *Employment*.

**18. Notification of Post- Employment Obligations.** I agree that prior to accepting employment or affiliation with another firm or business I will advise such firm or business of my duties and obligations under this Employment Agreement. After my *Employment* ends, I agree that a *Deloitte Entity* shall be permitted to advise any firm or business with which I have accepted an offer of employment or affiliation concerning my duties and obligations under this Employment Agreement.

**19. Certification.** I agree that during or after my *Employment* I will, if requested, provide written certification in such form as the Employer may require that I have complied with my obligations hereunder, including, without limitation, those obligations set forth in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15 and 16 of this Agreement.

## **OUR ENFORCEMENT RIGHTS AND REMEDIES IN THE EVENT OF A BREACH**

**20. Equitable Relief and Attorney's Fees.** I acknowledge and agree that a breach of this Employment Agreement, including, but not limited to, a breach of my duties and obligations under the terms and conditions of Paragraphs 4, 5, 7, 8, 9, 10, 12, 14, 15 or 16 would cause irreparable harm to the *Deloitte Entities* and that, in addition to other remedies, the Employer on behalf of itself or another *Deloitte Entity* is entitled to a temporary restraining order, an injunction or other equitable relief to prevent any such breach. I also acknowledge that, to the extent permitted by law, a *Deloitte Entity* will be entitled to the payment of the *Deloitte Entities'* reasonable costs and attorney's fees incurred in enforcing this Employment Agreement. I also acknowledge that, to the extent permitted by law, the Employer may request that a court extend the one year period following the termination of my *Employment*, as provided in Paragraphs 12 and 15, to correspond with the period that I participated in activities prohibited by Paragraphs 12 and 15.

**21. Liquidated Damages: Client Fees.** I agree that in the event of a breach under Paragraph 12, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

**22. Liquidated Damages: Compensation.** I agree that the precise amount of damages flowing from a breach under Paragraph 15 would be impracticable or extremely difficult to ascertain in an actual amount. Therefore, I agree that in the event of a breach under Paragraph 15, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by or owed to any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

**23. Right of Inspection.** I agree to permit the Employer (or to use my best efforts to enable the Employer) to inspect my books and records (and the books and records of any entity which employs or is associated or affiliated with me), upon request and at reasonable times, to enable the Employer to confirm the calculations described above and to verify compliance with Paragraphs 12 and 15. The Employer shall keep confidential any proprietary information obtained, except as may be necessary or desirable to enable the Employer to enforce its rights under this Employment Agreement and except as may be required by any statute, court or administrative order to decree or government ruling or regulation.

**MISCELLANEOUS**

**24. Governing Law; Choice of Forum.** This Employment Agreement is deemed to have been executed in the Employer's office in **Hyderabad, Telangana, India** and will be construed and governed in accordance with the laws of the Republic of India without regard to its conflicts-of-law principles. You agree to submit to jurisdiction before any court of record in which the Employer's office to which you were assigned is located, or in which a breach of this Employment Agreement may occur, at the election of the Employer, and you waive any right to raise questions of personal jurisdiction or venue in any action the Employer may bring against you in any such court. You further agree to accept service of process/summons/legal notice from the Employer when that process/summons/legal notice is either sent to your last known address by certified mail or served by any other means permitted under the law of the jurisdiction in which the Employer may bring an action against you.

**25. Modifications.** My obligations hereunder may not be changed or modified, released, discharged, abandoned or terminated, in whole or in part, except by an instrument in writing signed by an *Authorized Signatory*.

**26. Severability.** Every provision of this Employment Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such term or provision will be enforced to the maximum extent permitted by law and, in any event, such illegality or invalidity shall not affect the validity of the remainder of the Employment Agreement.

**27. Blue-Penciling.** If any court determines that any provision of this Employment Agreement, or any part hereof, or the application of any such provision, or any part hereof, to any person or circumstance is unenforceable or void, such court shall have the power to modify such provision, or any part hereof, to the extent necessary to render it legal and enforceable while preserving its intent, or if such modification is not possible, by substituting therefore another provision that is legal and enforceable and that achieves the same objective.

**28. Waiver.** None of my obligations under this Employment Agreement shall be deemed to have been waived by the Employer except if the giving of such waiver is contained in a written notice given to me and no such waiver shall be deemed to be a waiver of any other or further obligation I have under this Employment Agreement.


**29. Entire Agreement.** This Employment Agreement, the Employer's employment application, the Terms and Conditions of Service issued pursuant to the offer of employment and any documentation employing me or transferring me to the Employer, contain the entire understanding between me and the Employer or any other *Deloitte Entity* with respect to the subject matter hereof and supersedes all prior representations, warranties, and agreements with respect to such subject matter, and no representations, warranties or other covenants exist with respect to such subject matter that are not contained or expressly referred to herein. Notwithstanding the foregoing, any written agreement between a *Deloitte Entity* and me with respect to the subject matter hereof that was signed by me prior to the effective date of this Employment Agreement shall remain valid and enforceable according to the terms of such agreement with respect to all acts and omissions occurring prior to the effective date of this Employment Agreement. In the event of a conflict between this Employment Agreement and the employment application or any other document purporting to set forth terms and conditions of my *Employment*, this Employment Agreement will control.

**30. Transfer and Assignment.** Unless as the Employer shall otherwise determine, the rights, obligations and benefits of the Employer under this Employment Agreement, including but not limited to those rights and benefits relating to my post-Employment obligations set forth in this Paragraph 30 and in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19 and 23 above, are transferred and assigned, in whole or in part (as the Employer shall determine) and without the need for my consent or the formality of documentation or prescribed processes, to (a) any *Deloitte Entity* in connection with my transfer to that *Deloitte Entity* or (b) any entity that acquires all or a part of the assets or business of the Employer. All provisions of this Employment Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, representatives, successors, and assigns of the Employer and me, and any *Deloitte Entity* to which I may be transferred during my *Employment*, provided, however, none of my duties or obligations under this Employment Agreement may be assigned or transferred by me to any other person or entity without the Employer's prior written approval of such assignment or transfer. Any purported assignments in violation of this Paragraph 30 shall be null and void.

**31. Headings.** The headings contained in this Employment Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Employment Agreement.

I have read the foregoing, understand it, and agree to comply with its terms.

**For Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
 6718FF75DA89400...

Pooja Madhani



**Talent**

**Authorized Signatory**

Effective as of , I accept all the terms and conditions of the Employer as stipulated in this Employment Agreement.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

**EXHIBIT A**

The definitions below apply to the italicized terms that appear in the Employment Agreement (including the exhibits):

**Attest Client** – attest client (or an affiliate of such client) of Deloitte & Touche LLP or a *Deloitte Entity*.

**Authorized Signatory** – a director, officer or other person who is authorized to sign on behalf of a *Deloitte Entity*.

**Confidential Information** – any information not generally known to the public, in any *Form*, that (1) relates to the operation of a *Deloitte Entity* or provides the *Deloitte Entities* with a competitive advantage, (2) consists of Personally Identifiable Information (*PII*) or other personal information about *Personnel*, client and other third party personnel, independent contractors, subcontractors, agents, vendors, suppliers or others which the Employer or another *Deloitte Entity* receives in the course of business, and (3) all other information entrusted to the Employer or another *Deloitte Entity* by clients and other third parties. *Confidential Information* includes, but is not limited to, *Intellectual Property*, supplier information, designs, business or marketing plans, forecasts and financial information, tax returns, tax identification numbers, agreements, client or prospective client lists, specific information about clients or prospective clients such as preferences for specific products and services, client or prospective client needs based on financial history and past purchases of services, client or prospective client development plans, specific rates charged to a client or offered to a prospective client and other business or client records. *Confidential Information* also includes, but is not limited to, debit or credit card information, employment applications, organization charts, performance ratings and other personnel records.

**Deloitte Entity** – the Employer, Deloitte LLP, and any corporation, company, partnership, limited liability company or other entity (a) that (i) is owned, directly or indirectly, in whole or in part, by Deloitte LLP (the “Deloitte U.S. Firms”), including but not limited to Deloitte LLP subsidiaries in India, the Deloitte Touche Tohmatsu verein, Deloitte Global Services Limited, Deloitte Global Services Holdings Limited, Deloitte Touche Tohmatsu Limited (“DTTL”) or any member firm of DTTL or affiliate thereof (collectively, the “DTTL Member Firms”) or (ii) controls, is controlled by or is under common control with any of the entities listed in clause (i); or (b) in which any *Personnel* participated on its behalf, or carried out any duties with respect to its affairs. For purposes of this Employment Agreement, the term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract, or otherwise.

**Deloitte Property** – *Confidential Information*, *Systems*, equipment, debit and credit cards issued in connection with my *Employment*, furniture, facilities and any and all other materials owned, licensed or leased by a *Deloitte Entity*, including, without limitation, computerized or electronic information and all copies thereof in any form or media, created by, furnished to, obtained by or prepared by me in the course of my employment in any capacity.

**Deloitte India (Offices of the US)** - The following companies shall be deemed to be the affiliates of each other and are collectively referred to as Deloitte India (Offices of the US): (i) Deloitte Consulting India Private Limited (ii) Deloitte Tax Services India Private Limited (iii) Deloitte Support Services India Private Limited (iv) Deloitte Financial Advisory Services India Private Limited and (v) Deloitte & Touche Assurance & Enterprise Risk Services India Private Limited.

**Electronic Communications** – all text, audio, video, images, information, data, files and attachments created, displayed, sent, received, posted, accessed or stored, whether deleted or not, by means of the *Systems*.

**Employment** – the nature of my relationship with the Employer or a *Deloitte Entity* pursuant to this Employment Agreement. Alternatively, and depending on context, *Employment* is the period of time during which this relationship persists.

**Form** - paper, computer disc, USB drive, website; any other tangible or electronic medium by which information may be stored or accessed; and human memory.

**Independence** – National Office (Independence) of Deloitte LLP.

**Intellectual Property** - works of authorship (including, without limitation, books, articles, data compilations, software and other copyrightable materials), materials, patents, inventions, designs, techniques, methodologies, processes, discoveries, know-how, ideas, trade secrets, moral rights, trademarks and other indicia of origin together with the goodwill therein, and all patent applications, copyright and trademark applications and registrations, and extensions and renewals thereof, throughout the world.

**Intellectual Property Rights** – all rights, title and interest in Intellectual Property.

**PCAOB** – the United States Public Company Accounting Oversight Board.

**Personal Creations** – *Intellectual Property* that meet all of the following criteria: (1) it is conceived, developed, and created by me on my own time without using *Deloitte Property* or *Personnel* (during work hours), facilities, *Confidential Information* or *Works* of a *Deloitte Entity*, (2) it is unrelated to the actual or reasonably anticipated business or research and development of a

*Deloitte Entity*, and (3) it does not result from any work performed by me and the *Personnel* (during work hours) for a *Deloitte Entity*.

**Personnel** – partners, principals, members, officers and employees of a *Deloitte Entity*.

**PII** – information (excluding business contact information such as an individual's name and one or more of the following: organization name, organizational title, organizational role, business address, business telephone number (including business cell phone number and business email address) relating to an identified or identifiable natural person. An identifiable natural person is a natural person who can be identified, directly or indirectly, by reference to an identification number or factors specific to his or her physical, physiological, mental, economic, cultural or social identity. Set forth below is a non-exclusive list of information that constitutes PII when such information relates to an identified or identifiable natural person:

- Account number (bank account, credit card, etc.)
- Address
- Biometric identifier
- Certificate or license number
- Date of birth
- Government identifiers (such as PAN)
- Name\*
- Personnel Number
- Photograph or video identifiable to an individual
- Vehicle identifier or serial number
- Other information related to an individual that may directly or indirectly identify that individual (e.g., salary, performance rating, purchase history, call history, etc.)

\* Note: When an individual's name is used with PII that is not business contact information, it is included in the definition of PII.

**Pre-existing Agreements or Arrangements** – agreements or arrangements that (1) relate to any *Pre-existing Creations*; or (2) may affect my ability to comply with the requirements of this Employment Agreement, including all contractual and other restrictions or obligations with other parties, including any post-employment restrictions and required notifications to the extent applicable under 18 United States Code §207, CFR 3.104-4, and India laws, rules and regulations that may or will impose limitations on my professional activities during my *Employment* (such as any non-compete agreements with prior employers and the one-year ban on lobbying contacts).

**Pre-existing Creations** – any *Intellectual Property* and *Intellectual Property Rights* that were developed or created by me, alone or with others, or otherwise acquired by me, before the period of my employment in any capacity with the Employer, in which I claim any ownership or right.

**Proceedings** – past or pending (1) actual or threatened claims or complaints of, or arising out of service to, present or former clients, (2) regulatory, self-regulatory, disciplinary, administrative, civil or criminal investigations, inquiries, charges, complaints, actions, sanctions, alternative dispute resolution proceedings, other proceedings or matters (other than criminal proceedings which relate solely to the operation of a motor vehicle) of any kind or nature, in India or any other jurisdiction, against me, including criminal proceedings arising out of my provision of professional services, proceedings brought by a professional association, or proceedings involving the Securities and Exchange Board of India, United States Securities and Exchange Commission or the PCAOB, other professional bodies like the Institute of Chartered Accountants of India or (3) matters of any kind or nature which could adversely affect my association with the Employer or my ability to perform my duties or responsibilities to the Employer, whether set forth in this Employment Agreement or otherwise, or my registration with or licensure by any governmental, quasi-governmental, or other regulatory agency, body or entity, in or outside the United States or India.

**Systems** – the communications systems or any part of such systems that a *Deloitte Entity* owns, licenses or operates and approves for use, including, but not limited to, e-mail, text messaging, Lotus Notes, Deloitte Online (eRoom), instant messaging, local area network, wide area network, Intranet (e.g., DeloitteNet, D Street), Internet, extranet, collaborative tools (e.g., blogs, wikis, etc.), laptop and desktop computers, servers, air cards, Personal Digital Assistants, cell phones, telephones and voicemail.

**Works** – all *Intellectual Property*, in any *Form*, created by me, alone or with others, during the period of my *Employment* that (1) is created within the scope of my *Employment*; (2) relates in any manner to the actual or anticipated business, research, or development of a *Deloitte Entity*; (3) results from any work assigned to or performed by me, alone or with others, for the Employer; or (4) is created with the use of *Deloitte Property*.

**EXHIBIT B****Pre-existing Creations; Pre-existing Agreements or Arrangements**

I understand and agree that the Employer makes no attempt to verify my claim of ownership to any of the *Pre-existing Creations* listed, and makes no admission that any *Pre-existing Creations* listed are owned by me.

[If yes, please enter details below]

Yes, I do have *Pre-existing Creations*, *Pre-existing Agreements or Arrangements*

No, I do not have *Pre-existing Creations*, *Pre-existing Agreements or Arrangements*

<b><u>Title</u></b>	<b><u>Date</u></b>	<b><u>Brief Description</u></b>
---------------------	--------------------	---------------------------------

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Print)

ACCEPTED AND AGREED TO:

**Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
6718FF75DA89400...

Pooja Madnani

**Talent**

Its: *Authorized Signatory*

\_\_\_\_\_  
Date

An *Authorized Signatory's* signature is required only if *Pre-existing Creations* or *Pre-existing Agreements* or *Arrangements* are listed pursuant to Paragraphs 2 and 11 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment made in light of Paragraph 2 that *Pre-existing Creations*, if any, are described and explained in sufficient detail so that the likelihood of confusion between the employee's *Pre-existing Creations* and the *Intellectual Property* of a *Deloitte Entity* can be avoided or minimized in the future and further indicates that the *Pre-existing Agreements* or *Arrangements* have been obtained and reviewed and that the *Authorized Signatory* is satisfied that such *Pre-existing Agreements* or *Arrangements* will not interfere with the employee's ability to comply with the requirements of this Employment Agreement.

**EXHIBIT C**

**Proceedings**

[none, unless otherwise specified]

Yes, I do have *Proceedings* to report

No, I do not have *Proceedings* to report

My signature below certifies that to the best of my knowledge, the information I have provided above, pursuant to Paragraph 3, is complete and accurate.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

**EXHIBIT D**

**Exceptions to Post-Employment Restrictions: re: Clients**

[none, unless otherwise specified]

As specified in Paragraph 13, I agree that after a period of three (3) years from my start date or the date of my employment, as the case may be, the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on Exhibit D to support the application of the obligations of Paragraph 12 to those clients.

Yes, I do have  
Post-Employment Restrictions  
re: Clients

No, I do not have  
Post-Employment Restrictions  
re: Clients

<u>Name of Client</u>	<u>Specified Kind of Services(s) Permitted</u>
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ACCEPTED AND AGREED TO:

**Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
6718FF75DA89400...

Pooja Madnani

**Talent**

Its:     Authorized Signatory	_____
	Date

I have read and understood the above policy terms.

_____	_____	_____
Signature	Name	Date

A n *Authorized Signatory's* signature is required only if information is provided pursuant to Paragraph 13 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment that criteria in Paragraph 13 have been fully satisfied, the clients listed have been properly identified, and the kinds of services permitted have been described with sufficient specificity.

## Terms and Conditions of Service

In continuation to our offer of employment with **Deloitte Tax Services India Private Limited** (the "Employer"), please note the terms and conditions of service.

The italicized terms in these Terms and Conditions of Service are defined in **Exhibit A** of the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement hereto.

### Terms of Service

#### 1. COMPLIANCE WITH INDEPENDENCE, ETHICS AND OTHER REQUIREMENTS

Deloitte & Touche LLP performs attest services for certain of its clients and is subject to the independence requirements of, among others, the United States Securities and Exchange Commission (SEC), the United States Public Company Accounting Oversight Board (PCAOB), and the American Institute of Certified Public Accountants (AICPA). These requirements mandate that certain of the Employer's employees and their relatives be independent of some or all of such attest clients and their affiliates in accordance with the policies of Deloitte LLP and its subsidiaries (the "Deloitte US Entities").

Upon joining the Employer, you will be asked to review a listing of the attest clients and the affiliates of such clients of certain of the Deloitte US Entities and disclose relationships or financial holdings that you or your relatives may have that could affect the independence of the Deloitte US Entities. Any relationships or holdings that conflict with, among other things, the requirements of the SEC, the PCAOB or the AICPA or the independence or ethics policies of the Deloitte US Entities will need to be resolved immediately. Further, you will be required to comply with these policies throughout your career with the Employer, including, when applicable, maintaining a current list of certain of your financial interests (but not their value) in the independence tracking system.

As a condition to your joining the Employer and continued employment, you are required to complete a representation regarding your understanding of, and compliance with, independence and other matters, on a periodical basis (as requested beginning on or prior to the date of you joining the Employer, annually thereafter, and upon certain changes in your role in the Employer), the details of which are provided in the independence representation. An example copy of this representation form is available for your reference on [www.deloittenet.com](http://www.deloittenet.com). The representation should be made to the best of your knowledge and ability. It is your responsibility to consult on any matter should you be uncertain or have a question. You are also requested to refer to [www.deloittenet.com](http://www.deloittenet.com) and *Independence* for more information in this respect. The representations made by you will be subject to an audit and may be reviewed by Deloitte LLP representatives and shared with certain third parties. If you are selected for such an audit, you will need to submit certain personal financial records to Deloitte LLP's internal audit team. Please be assured that Deloitte LLP fully intends to keep all information obtained through the audit process confidential and secure. You hereby give your consent to Deloitte LLP to use the information provided by you for such purposes as provided in the policies regarding independence and ethics.

In the event you (i) do not cooperate or comply with the independence requirements, or (ii) do not complete the necessary representations, or (iii) make inaccurate representation(s); you may be subject to disciplinary action including and up to termination of employment with the Employer.

Please feel free to contact or consult *Independence* should you require any further information or if you have any specific concerns in this respect.

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#### 2. NON DISCLOSURE, NON SOLICIT AND INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AGREEMENT ("Employment Agreement")

You will be expected to sign the Employer's Employment Agreement. Please contact Talent for further details.

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#### 3. HARRASSMENT POLICY

**Administrative Policy Release ("APR") 213** is the Employer's policy prohibiting harassment. Deloitte LLP's subsidiaries located in India ("Deloitte India (Offices of the US)") are committed to providing a working environment that is free from harassment based on caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis, in accordance with applicable Indian central, state or local law. Expressly forbidden are unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Depending on the circumstances, such harassment may also include conduct such as stereotyped or demeaning remarks or gestures or the display or circulation, whether in writing or electronically, of materials or pictures offensive to persons because of their caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis in accordance with applicable Indian central, state or local law. The full policy will be accessible to you on DeloitteNet after joining Deloitte U.S. India.

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#### 4. WORKING HOURS, HOLIDAYS, LEAVES AND MATERNITY BENEFITS

You will be provided with your standard working hours, which may vary over the course of your career. The Employer may, from time to time, subject to applicable laws, require the employee to work beyond these hours.

You shall be entitled to paid holidays and leave as per the Employer's policies.

Women employees are eligible for maternity benefits as per the recent amendments (2017) in the maternity benefit act, 1961, including having 26 weeks of maternity leave with pay, as applicable.

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#### 5. RETIREMENT AGE

The age of retirement for employees of Deloitte India (Offices of the US) is 60 years. Your employment will therefore automatically terminate at the end of the month in which you attain 60 years.

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#### 6. TRANSFERS

You may be transferred, assigned, or asked to attend training at the offices of a Deloitte Entity or its clients or third parties in India or abroad with or without additional compensation. In such an event, you will also be governed by the terms and conditions of service applicable to the transfer, assignment, or training.

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#### 7. NOTICE PERIOD FOR TERMINATION OF SERVICES

The notice period for termination of your services is **60 Days** by either side and/or salary in lieu of notice period on part of the Employer only.

The Employer expects all employees to maintain the highest standards of professional conduct at all times.

In order to assure orderly operations and provide the best possible work environment, the Employer expects you to follow rules of conduct that will protect the interests and safety of all personnel, including but not limited to the Code of Ethics and Professional Conduct.

In the event of any breach of the Code of Ethics and Professional Conduct, non-performance of a contractual obligation or the terms and conditions laid down in this Annexure, or if you engage in any misconduct whether or not in connection with or affecting the business or affairs of the Employer or the work conduct, as specified by Employer, you will be subject to disciplinary action up to and including termination of your services/ employment with the Employer without any notice or payment in lieu of notice notwithstanding any other terms and conditions stipulated herein.

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#### 8. MISCONDUCT

Misconduct may include but is not limited to:

- Irregular attendance: repeated or excessive absence, tardiness or early departures/ late comings without approval.
- Unreported or unapproved absence (including overstay of leave) for more than five consecutive days or deviation from assigned and accepted schedule for more than five days.
- Falsification or manipulation in background verification process or employment records, employment information, or other records prior to or after joining the Employer.
- Falsification or manipulation of Deloitte Time & Expense (DTE).
- Knowingly providing false statements, either verbally or in written form.
- Neglect of normal duties and functions.
- Practices such as reading personal materials during working time, having obscene or inappropriate posters or screen savers at your work station, playing games at your work station, etc.
- Continued discharge of work functions that do not meet the standards reasonably expected.
- Breach of the confidentiality provision in the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement including disclosing to any unauthorized person any *Confidential Information* or *PII*.
- Willful insubordination or disobedience, whether or not in combination with another, of any lawful and reasonable instructions of any member of management or any authorised person.
- Engaging in unapproved outside employment and activities as defined in APR 218 (US & IND)



([https://deloitte.net.deloitte.com/About/Policies/Admin/Pages/218\\_OutsideEmploymentActivities\\_US.aspx](https://deloitte.net.deloitte.com/About/Policies/Admin/Pages/218_OutsideEmploymentActivities_US.aspx)).

- Installing, downloading, copying or duplicating any unauthorized or unlicensed software, programs, games, or attachments on any computer system of the Employer or of any *Deloitte Entity* or its clients.
- Engaging in any illegal activities.
- Workplace violence, including threats of physical violence.
- Corporate credit card delinquencies.
- Causing damage to the property of the Employer, any *Deloitte Entity*, its clients, or their respective personnel
- Going on or abetting a strike in contravention of any law.
- Theft of any property belonging to another, the Employer or any *Deloitte Entity*, or their respective personnel, clients, or visitors
- Possession of firearms, explosives, knives or any instruments that can be used as an injurious or deadly weapon in the workplace or at any *Deloitte Entity* sponsored event.
- Corruption, fraud, or misappropriation of funds.
- Failure to comply with the policies, guidelines, rules and regulations of the Employer or a *Deloitte Entity* as applicable.
- Excessive personal use of the Employer's telephone, fax or computer systems.
- Failure to adhere to applicable laws.
- Any act prejudicial to or in conflict with the interests of the Employer or a *Deloitte Entity*.

The above terms and conditions are based on, and should be read in conjunction with, the Employer's policies, guidelines, procedures and other rules currently applicable, including but not limited to Administrative Policy Releases (APRs) and Deloitte India (Offices of the US)'s other policies, guidelines, rules, and regulations. The above rules are subject to amendments from time to time and the amended rules, policies, procedures, and guidelines would be posted on the Employer's Intranet site i.e. <https://deloitte.net.deloitte.com/Pages/Home.aspx> for employee reference. The policies will be updated from time to time in the future and we deem to have your consent to any and all such changes. Furthermore, upon acceptance of employment with the Employer, you may be requested to read and acknowledge acceptance of various policies and guidelines of the Employer. It is expected that you will read and acknowledge all such communications.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name



### Training Agreement

On behalf of **Deloitte Tax Services India Private Limited**, please accept our congratulations on your recent offer of employment to join the Company as **Tax Consultant I** pursuant to the terms and conditions of your offer letter dated **August 26, 2024**. You made a very favorable impression with everyone you met and we are excited about the possibility of you joining the Company.

As you may be aware, as a condition of employment with the Company, you may be required to travel Overseas to attend a series of training sessions for a period of up to 90 days. This training will be a combination of classroom procedural training as well as on-site training to observe employees conducting similar work at various client locations. This training represents the confidence we have in your ability to be a valuable member of the practice of the Company.

As per Company policy, we kindly bring to your attention that all employees attending training overseas are required to sign a Training Agreement which will obligate the employee to repay a calculated amount of the costs associated with the training, only if the employee resigns his/her position or are terminated for cause within a specified period after completion of the training (usually between 6 to 18 months). This repayment obligation disappears after the specified period of time has lapsed. We all look forward to seeing you again soon and having you join our team of outstanding professionals.

Sincerely,

For **Deloitte Tax Services India Private Limited**

DocuSigned by:

*Pooja Madhani*

6718FF75DA89400...

By:

Signature

**Authorized Signatory**



**Deloitte Tax Services India Private Limited**  
**Deloitte Tower Survey No. 41 Gachibowli Village, Ranga**  
**Reddy District, CIRCLE 3, Hyderabad - 500032, Telangana,**  
**India**

**Tel: +91 040 67621000**  
**www.deloitte.com**

**Subject: Offer of Employment**

**Dear VIJAYALAKSHMI J:**

On behalf of **Deloitte Tax Services India Private Limited** (the "Employer" or "Company"), I am pleased to confirm our offer of employment to you as **Tax Consultant I** based in **Hyderabad**.

We extend this offer, and the opportunity it represents, with great confidence in your abilities. You have made a very favorable impression with everyone you met and we are excited with the prospect of you joining our organization on **JUNE 26, 2022**.

Your immediate manager will communicate details of your role and work responsibilities in the initial weeks of your joining the Employer. During your employment, the Company may require you to work on any project that you are assigned to, on any technical platforms/skills and nature of the project, in differentiated work timing, at designated work space and location as may be decided by the company.

As part of your annual compensation, you will receive a Total Salary of **Rs 382500** and, will be eligible for a performance linked variable bonus. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount could vary depending upon the business and individual performance each fiscal year and, in some situations, could exceed the payout range indicated. Any amounts paid will be subject to statutory and other deductions as per Employer policies and practices. The details of your compensation breakdown are provided in the attached Annexure A.

As an incentive to join the Company, you are eligible to receive a joining bonus of **Rs./₹ 100,000/-** subject to your reporting for full-time employment on **JUNE 26, 2022**. This amount will attract applicable taxes and will be processed as part of your first month's payroll. You will have an obligation to repay the entire amount of your joining bonus if you resign your position or are terminated for cause by the Company within **12 months** of your start date.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

Your employment with us will be governed by the Terms and Conditions as detailed in **Annexure B**, as well as any and all rules, regulations, guidelines, policies and practices of the Employer, which may be amended from time to time. Deloitte LLP and its U.S.-based subsidiaries (the "Deloitte U.S. Firms") requires their employees to make the necessary representations regarding independence and other matters. Because the Employer is an Indian subsidiary of Deloitte LLP, we must also comply with these independence requirements. Accordingly, this offer is conditional upon you agreeing to make such representations under the Employer's Independence Representations requirements, as further explained in **Annexure B**.

Your compensation details are confidential, and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization. We would like you to join the Employer on, or an alternative mutually agreed upon date.

This offer letter, together with the Annexures described herein, and the Non-Disclosure, Non Solicit and Intellectual Property Rights Assignment Agreement, the Information Security Policy (which you are required to sign upon joining), constitute the entire agreement between the parties with respect to the subject matter of this offer, and supersedes all other previous or contemporaneous oral or written representations, understandings or agreements relating to the subject matter of this offer between you and the Employer or its affiliates.


In compliance with applicable laws, Deloitte India (Offices of the US) provides its professionals with home pick-up and drop transport services within **pre-defined** boundary if their shift timings are between 8:30 p.m. - 6:00 a.m. in Hyderabad, 9:00 p.m. - 6:00 a.m. in Mumbai, Pune; 7:00 p.m. – 6:00 a.m. in Gurugram, 8:00 p.m. - 6:00 a.m. in Bengaluru, Chennai, and Kolkata.

This letter and **Deloitte Tax Services India Private Limited** employment application are intended to be final. To accept the offer and the terms of this letter, please sign below in the space provided within three business days.

everyone you have interviewed with joins me in extending to you congratulations and warm regards. We look forward to you joining our team.

Sincerely,

**For Deloitte Tax Services India Private Limited**  
Best regards,

By:   
Signature

**Authorized Signatory**

**Acceptance**

Signature

Date

**Annexure A****Tax Consultant I -**

<b>Description</b>	<b>Monthly</b> (Rs. per month)	<b>Annual</b> (Rs. per Annum)
Basic Pay	<b>17,500</b>	<b>210,000</b>
House Rent Allowance (HRA)	<b>8,750</b>	<b>105,000</b>
Special Allowance <sup>1a &amp; 1b</sup>	<b>11,867</b>	<b>142,404</b>
Leave Travel Allowance <sup>2</sup>	<b>1,750</b>	<b>21,000</b>
Differential Allowance	<b>5,833</b>	<b>69,996</b>
Meal Card <sup>3</sup>	<b>2,200</b>	<b>26,400</b>
Employer's contribution to PF	<b>2,100</b>	<b>25,200</b>
<b>Total Salary (in Rs.)</b>	<b>50,000</b>	<b>600,000</b>
Variable Bonus*	You are eligible for a performance linked variable bonus. It will be paid out at the end of the fiscal year, as applicable and on the basis of your individual performance and performance of the business	
Medical Insurance Premium <sup>4</sup>	<b>3,014</b>	<b>36,167</b>

\*The Variable Bonus will vary, primarily based on your individual performance and the performance of the business, during the Employer's fiscal year which is June through May. Your performance will be formally assessed as a part of the Employer Performance Review Cycle Process. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount will vary depending upon the business and individual performance and in some circumstances, could exceed the payout range indicated. The performance of all the employees who have joined the Employer prior to March 1st will be assessed for the fiscal year ending in May. The disbursement of a Variable Bonus, if applicable, is subject to you being active on the rolls of the Employer, during the Annual Incentive Program payout cycle for the fiscal year. For employees joining during the period March 1st to May 30th, a prorated Variable Bonus, if applicable, will be based on the first year-end review ratings in the subsequent year and paid during the Annual Incentive Program payout cycle of that year. The Variable Bonus will not be paid in the event of termination of employment for any reason on or before the disbursement time. The application and interpretation of, and any determinations related to, the Variable Bonus is at the sole discretion of Employer. Employer may amend or terminate the Variable Bonus at any time. All compensation and benefits are based on employee's position with the Employer in India.

Contd/-....

Annexure A

<sup>1</sup>All employees may claim tax exemption, subject to tax rules from time to time, from their Special Allowance component, expenses incurred towards communication and Driver / Fuel & Maintenance Expenses as per eligibility mentioned below:

**Employee Level -  
Tax Consultant I**

<sup>1a</sup>Communication Expenses

<sup>1b</sup>Fuel Expenses

*Only one Post paid mobile, one Land Phone  
and One internet connection bill(s) can be  
claimed.*

*Petrol / Driver / Insurance / Repairs &  
Maintenance*

**Rs./₹ 3,000/-** per month

**Rs./₹ 7,500/-** per month

<sup>1a</sup> The internet/telephone/mobile bills should be in the Employee's name.

<sup>1b</sup> For claiming vehicle running expenses (Driver / Fuel / Repairs & Maintenance expenses) the vehicle has to be in the name of the Employee and the current tax rules are as under. The above limits will be applicable for all those who are on company car lease program and the below limits will apply for all those who are on self-owned car. In case of company leased car, taxability would be as per the current perquisite valuation rules.

Nature of Expenses	Own Vehicle –Maximum Tax exemption limit per month		
	4 Wheelers (Engine Capacity)		
	<= 1600 cc	> 1600 cc	Two Wheelers
Fuel & Maintenance	Rs. 1,800	Rs. 2,400	Rs. 900
Driver's Salary	Rs. 900	Rs. 900	Not applicable

All employees at and above **Senior Staff** are eligible for the company car lease program. If you choose to avail of this benefit, the amount towards lease rental will be paid by the firm on your behalf to the leasing company and your compensation structure will be adjusted accordingly. A revised letter with the new compensation structure will be issued that will supersede this letter for all practical purposes.

<sup>2</sup> The Leave Travel Allowance (LTA) will be paid on a monthly basis as an allowance with tax deducted at source. If you choose to avail the tax benefit on LTA, you should submit proof of expenses incurred by you for Self and / your immediate dependents. The taxability or otherwise of LTA will be as per the Income Tax Act 1961, details of which will form part of the LTA Form.

<sup>3</sup> Meal Card amount will be credited at the start of each month and for the first month (For New Hires) prorated amount will be processed as part of payroll. If not collected, it will be processed as a taxable amount with the salary.

<sup>4</sup> Annual Floating Medical Insurance Coverage for self and **6 dependents** is being paid by the Employer on your behalf. The premium amount is subject to change every year post renewal of insurance policy. In case you opt for an enhancement of the coverage limit, the additional premium will be adjusted accordingly from the special allowance.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

You may also be eligible to either a One-time Stipend or a temporary lodging basis joining the registered office location, you will receive a survey from Deloitte prior to your joining.

You may select the best option for availing the relocation assistance. If an employee who has availed this reimbursement decides to quit within 18 months from the date of relocation claim for whatever reason, the relocation reimbursement paid to the employee will be recovered in full, from the employee's full and final settlement.

By joining the Company, you will become a member under the 'Deloitte USI Employees Welfare Trust' and may be required to make a nominal contribution as a member.

Original bills towards the above components should be submitted during the Income Tax fiscal period evidencing the expenditure to get Income Tax exemption, failing which the same will attract applicable Income Tax.

Submission of false, tampered or altered bills as proof of expense for any of the above components will result in disciplinary action including termination of employment.

**Your compensation above is subject to income tax deduction per rules and guidelines prescribed under the prevailing tax laws. This may change from time to time in line with the amendments done in tax laws.**



## Annexure B

### **Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement ("Employment Agreement")**

In consideration of my employment by **Deloitte Tax Services India Private Limited**, an Employer incorporated under the provisions of the Companies Act, 1956 and having its registered office **Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District, CIRCLE 3, Hyderabad - 500032, Telangana, India** (the "Employer") as **Tax Consultant I** - and other valuable consideration, I acknowledge and agree that:

#### **PRELIMINARY MATTERS**

**1. Defined Terms.** The italicized terms in this agreement (the "Employment Agreement") are defined in **Exhibit A** hereto.

**2. Pre-existing Agreements or Arrangements.** I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Agreements or Arrangements*. The Employer expects me to abide by all restrictions or obligations that are contained in such Pre-existing Agreements or Arrangements and to avoid involvement, while employed by the Employer, in any matter that could pose a conflict as a result of confidential information or intellectual property obtained by me prior to my *Employment*. I further represent that none of these restrictions or obligations, including those set forth in any non-compete agreements with prior employers, is inconsistent with my acceptance of the Employer's offer of *Employment* or my becoming, and serving as, **Tax Consultant I** of the Employer. To the extent applicable and if I am joining the Employer after having served as an employee or official of the United States Government, I further represent that: (1) I have disclosed my prior participation, if any, in any discussions or negotiations with, or decisions to award contracts to, the Deloitte U.S. Firms while I was employed by the United States Government; and (2) I had either recused myself or had not played an active role in the applicable United States Government agency's decision to award any contracts to the Deloitte U.S. Firms while I was employed by the United States Government.

#### **PROTECTION OF OUR BUSINESS**

**3. Reporting of Proceedings.** Except as provided by law and except as I have disclosed in writing on **Exhibit C** to this Agreement, I represent and warrant that I have no *Proceedings* to report. Should I become a subject of any *Proceedings* during my association with the Employer, I agree to immediately report, in writing, all relevant facts to the Chief Talent Officer of Deloitte LLP, the Regional Talent Director of the Employer, and the Chief Ethics and Compliance Officer of Deloitte LLP. I understand that my responses are subject to audit and review by the Employer and others in accordance with applicable professional, ethical, legal, or Employer requirements, rules, regulations, policies, or practices, or other requests.

**4. Confidentiality.** I acknowledge that, by virtue of my *Employment*, I will acquire and be exposed to, have access to, make use of and/or create *Confidential Information*. Therefore, I agree to hold in trust and confidence all such *Confidential Information*. I will neither disclose any such *Confidential Information* to anyone outside a *Deloitte Entity* without the prior written approval of an *Authorized Signatory*, except as required by my authorized duties for the Employer, nor use any such *Confidential Information* for any purpose other than for the benefit of a *Deloitte Entity*.

**5. Third Party Information and Property.** I agree that during my *Employment*, I shall not use or disclose any confidential information or intellectual property of any former employer or other person or entity without the prior written authorization of such employer, person or entity and the prior written consent of an *Authorized Signatory*. If I were to use or disclose any such Confidential Information or Intellectual Property without prior consent, and any of the *Deloitte Entities* become the subject of any claim from a third party regarding such unauthorized use or disclosure, I agree to hold harmless and indemnify the *Deloitte Entities* for any legal defense costs and/or damages related to any such claim.

**6. Authorization.** Only employees of the Employer holding a senior or managerial position with the Employer will be authorized by a specific authorization, delegation, or power of attorney to sign legal documents, representing the Employer. Similarly, only such authorized employees of the Employer may speak about the Employer, the business and plans, various client-related projects etc.

**7. Competing Activities and Conflict of Interest.** During the period of my *Employment* I will not, directly or indirectly, participate in or in any way render services or assistance to any business that is or may be competitive with a *Deloitte Entity*, whether or not for compensation, or engage in any conduct which might result in, or create the appearance of using my position for private gain or other than for the benefit of a *Deloitte Entity*, or otherwise create a conflict, or the appearance of a conflict, of interest with a *Deloitte Entity*. Such conduct shall include, but not be limited to, having an undisclosed financial interest in any vendor or supplier of a *Deloitte Entity*, accepting payments of any kind or gifts other than of a nominal value from vendors, clients or suppliers, or having an undisclosed relationship with a family member or other individual who is employed or

associated with any entity in active or potential competition with a *Deloitte Entity*, and which creates a conflict of interest. I represent and warrant that I am not currently aware of any present or past violation of this provision.

**8. Authorization to Access Systems and Electronic Communications and use of Deloitte Property.** I understand that while employed with a *Deloitte Entity*, I will use and have access to the Systems. I also acknowledge that a *Deloitte Entity* has the right at any time to access, retrieve, delete, monitor, examine, use and/or disclose my Electronic Communications and information from (or about) me and the content, without notice to me, and that such *Electronic Communications* are considered part of a *Deloitte Entity's* business and client records and are not to be considered private or personal to me or any other *Personnel*. I further acknowledge that this right extends to *Electronic Communications* transmitted for either a business or personal purpose.

I agree that I am authorized to access the *Systems* only for approved business purposes and occasional personal use if such use does not interfere with my work responsibilities and other required business activities, business operations, or *Systems* performance. However, I also acknowledge that such occasional personal use does not create an expectation of privacy as to any of my personal *Electronic Communications* and, as such, are *Deloitte Property*.

I further acknowledge that I am not authorized to use the *Systems* for personal gain or any illegal or unethical use. I agree that under no circumstances am I authorized to access any of the *Systems* for the purpose of obtaining *Deloitte Property* for a competitor of a *Deloitte Entity*, transmitting *Deloitte Property* to me (e.g., emailing *Confidential Information* to my personal email address) or to a third party for purposes other than furthering the business objectives of a *Deloitte Entity*. I am not authorized to download a *Deloitte Entity's Confidential Information* or other *Deloitte Property* to removable media such as a CD Rom, disk or thumb drive other than as authorized for furthering the business objectives of a *Deloitte Entity*.

I will be responsible for the safe keeping and return in good condition and order of all the *Deloitte Property* that may be in my use, custody, care or charge. For the loss of any *Deloitte Property* in my possession or custody or for which I have been assigned responsibility, the Employer will have a right to assess on its own basis and recover from me, the damages in respect of such materials (out of the amounts due to me or otherwise) and to take such other legal action as it deems appropriate including termination of my employment without notice or payment in lieu thereof in the event of my failure to account for such material or property to its satisfaction.

**9. Security.** I am provided with a worktable and lockable storage space. I will ensure they are locked when unattended and understand that a duplicate key will only be provided if I sign for it. I am required to display my identity card to the appropriate security personnel on demand and at all times within the office premises.

**10. Ownership of Works.**

a. I agree that the Employer owns all rights, title and interest in and to all *Works*.

b. I agree that all *Works* are deemed works made for hire under India copyright or applicable laws or equivalent laws of any applicable foreign jurisdiction, and all *Intellectual Property Rights* therein vest automatically in the Employer upon creation of the *Works*. I agree that, to the extent any *Work* is held not to be a work made for hire, I hereby irrevocably assign all *Intellectual Property Rights* in the *Work* to the Employer. Notwithstanding anything contained in Section 19(4) of the Indian Copyright Act, 1957, I agree that such assignment shall continue to be in force for perpetuity irrespective of whether or not the Employer exercises its rights as the assignee for any period of time.

c. I will at all times, even after termination of my *Employment*, do whatever the Employer reasonably requests of me, at the Employer's expense, to document the assignment of any *Works* to the Employer or to assist the Employer in pursuing, renewing, extending or assigning any *Intellectual Property Rights*, and otherwise perfecting, protecting and enforcing said *Intellectual Property Rights* in, any *Works*. I agree that, as between me and the Employer, the Employer shall be the sole author, inventor, and owner of all such *Works* and *Intellectual Property Rights* therein throughout the world, and that the Employer shall have the sole right to seek copyright registrations, patents or trademark registrations, including all extensions and renewals thereof. I also hereby agree that I waive all moral rights in any *Works*.

I also agree to assign all my right, title and interest in and to any particular *Works* to a third party as directed by the Employer.

In the event the Employer is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraphs, I hereby irrevocably designate and appoint the Employer and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and in my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraphs with the same legal force and effect as if executed by me. I hereby waive any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any *Works* assigned hereunder to the Employer.

d. During a 12 month period after termination of my *Employment*, I agree that any *Intellectual Property* I create or conceive that results from and is related to any work assigned to or performed by me for the Employer, or that was created using *Deloitte Property*, is a *Work* that is subject to Paragraph 10 (b) above. For purposes of clarification, the foregoing provision is in addition to, and not in limitation of, any rights and remedies the Employer may have under the applicable laws protecting *Intellectual*



*Property of the Deloitte Entities.*

e. I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Employer) of all *Works* developed by me during the period of my employment with the Employer, which records shall be available to and remain the sole property of the Employer at all times.

**11. Pre-existing Creations; Personal Creations.** My obligations in Paragraph 10 do not apply to *Pre-existing Creations* and *Personal Creations*. I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Creations*. I acknowledge and agree that I will not assert any ownership rights against the *Deloitte Entities*, or their respective clients, with respect to any *Pre-existing Creations* unless they appear on **Exhibit B**, and **Exhibit B** has been accepted and agreed to by an *Authorized Signatory* who has signed at the bottom of such **Exhibit B**. I further agree that I shall not use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment* without the prior written consent of an *Authorized Signatory*. To the extent that I use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment*, I agree that, except as otherwise provided in a written agreement executed by me and the Employer, I hereby grant to the Employer an irrevocable, royalty free, perpetual, fully paid up, transferable, sub-licensable license to use, reproduce, distribute, display, perform, modify and create derivative works of and otherwise exploit such *Pre-existing Creations* or *Personal Creations* for any purpose including, but not limited to, client engagements.

**12. Post- Employment Restrictions re: Clients.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or serving of certain clients related to my work for a *Deloitte Entity* would necessarily involve the unauthorized use or disclosure of *Confidential Information*, and the proprietary relationships and goodwill of the *Deloitte Entities*, and, in the case of my serving of certain clients, could compromise the full compliance of the Employer or another *Deloitte Entity* with the applicable laws, rules and regulations of a U.S. or India regulatory body or other independence-related requirement of a regulatory body. Accordingly, during the period of my *Employment* and for a period of one year thereafter, I will not, directly or indirectly, solicit or provide services to any existing client of a *Deloitte Entity* with which I had personal contact and provided services during the two-year period prior to termination of my *Employment*.

**13. Exceptions to Post- Employment Restrictions re: Clients.** I understand that the obligations of Paragraph 12 will not apply for a period of three (3) years after my start date or the date of my promotion or transfer to clients of a *Deloitte Entity* and/or certain specified kinds of services rendered to such clients that meet all of the following criteria: (a) are personal clients of mine who came to a *Deloitte Entity* solely to avail themselves of certain specified kinds of services rendered by me and only as a result of my own independent recruitment efforts, which a *Deloitte Entity* neither subsidized nor otherwise financially supported as part of a program of client development, (b) are listed on **Exhibit D** expressly by name with respect to client and with sufficient specificity with respect to the kinds of service(s) that I will be permitted to render, and (c) are accepted and agreed to as to their listing on **Exhibit D** by an *Authorized Signatory* who has signed at the bottom of such Exhibit. I agree that after a period of three (3) years from my start date or the date of my promotion or transfer the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on **Exhibit D** to support the application of the obligations of Paragraph 12 to those clients.

**14. Future Employment with Clients.** Except as otherwise provided herein, I understand that I am not prohibited from accepting employment with a client (or an affiliate of such client) of a *Deloitte Entity*. Before entering into substantive discussions with an *Attest Client* regarding any employment opportunity, I acknowledge and agree that during my *Employment* and for five years thereafter I must first notify *Independence* and obtain prior written approval from *Independence*. I acknowledge and understand that it is the intent of the Employer to interpret and apply this provision (a) in an effort to ensure the full compliance of the *Deloitte Entities* with applicable U.S. and India laws, rules, and regulations; (b) to serve the public interest; and (c) to protect the legitimate interests of the *Deloitte Entities* or their respective *Attest Clients* under applicable U.S. or India laws, rules and regulations in a manner that is no greater than is reasonably necessary to protect such interests and without being unduly harsh and oppressive to me and my interests in future employment with an *Attest Client*. Further, I acknowledge and agree that because of, among other things, the importance of the *Deloitte Entities* remaining in compliance with applicable independence rules, such approval may be withheld by *Independence* in the event that my employment with an *Attest Client* would, in the view of Deloitte LLP, be inconsistent with applicable laws, rules and regulations or jeopardize the independence of a *Deloitte Entity* with respect to such *Attest Client*.

**15. Restrictions re: Personnel and Contractors.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or hiring or of any of its *Personnel* or contractors of the *Deloitte Entities*, or my participation in their hiring, admission or retention, would necessarily involve the unauthorized use or disclosure of *Confidential Information* or the proprietary relationships and goodwill of the *Deloitte Entities*. Accordingly, during my *Employment* and for one year thereafter, I will not, directly or indirectly, (a) solicit or attempt to solicit, or participate in the solicitation of or any attempt to solicit any *Personnel* to leave a *Deloitte Entity*, or to join any firm or business with which I may be or become affiliated; (b) participate in the hiring or admission of any *Personnel*; or (c) cause a contractor of a *Deloitte Entity* to cease providing services to, with, or on behalf of the *Deloitte Entity*.

**16. Post- Employment Restrictions re: Deloitte Property.** Upon termination of my *Employment*: (a) I will not use or disclose *Deloitte Property*, including, but not limited to, *Confidential Information* and *Works*, for any purpose; (b) I will not retain or take with me any *Deloitte Property*; (c) I will immediately deliver to a *Deloitte Entity* at any location that it designates, at my expense, within one business day after the termination of my *Employment* or on an alternate date designated by a *Deloitte*

*Entity*, any *Deloitte Property* that I may then or thereafter hold or control; and (d) I agree to allow a *Deloitte Entity* to inspect any of my personal or home computers, including smart phones, tablet computers, or any device, media or location capable of storing electronic data, to determine whether any *Deloitte Property* resides on such computers and to permit a *Deloitte Entity* to remove such *Deloitte Property*.

## **OTHER POST- EMPLOYMENT OBLIGATIONS**

**17. Transition of Work and Cooperation.** Upon termination of my *Employment* for any reason, I will cooperate with a *Deloitte Entity* in all matters relating to the completion of pending work and its orderly transfer. I will also cooperate fully with a *Deloitte Entity* in connection with any threat of or actual legal proceeding against a *Deloitte Entity* or any client, customer or licensor of a *Deloitte Entity* arising out of any matter with or of which I had contact or knowledge during my *Employment*.

**18. Notification of Post- Employment Obligations.** I agree that prior to accepting employment or affiliation with another firm or business I will advise such firm or business of my duties and obligations under this Employment Agreement. After my *Employment* ends, I agree that a *Deloitte Entity* shall be permitted to advise any firm or business with which I have accepted an offer of employment or affiliation concerning my duties and obligations under this Employment Agreement.

**19. Certification.** I agree that during or after my *Employment* I will, if requested, provide written certification in such form as the Employer may require that I have complied with my obligations hereunder, including, without limitation, those obligations set forth in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15 and 16 of this Agreement.

## **OUR ENFORCEMENT RIGHTS AND REMEDIES IN THE EVENT OF A BREACH**

**20. Equitable Relief and Attorney's Fees.** I acknowledge and agree that a breach of this Employment Agreement, including, but not limited to, a breach of my duties and obligations under the terms and conditions of Paragraphs 4, 5, 7, 8, 9, 10, 12, 14, 15 or 16 would cause irreparable harm to the *Deloitte Entities* and that, in addition to other remedies, the Employer on behalf of itself or another *Deloitte Entity* is entitled to a temporary restraining order, an injunction or other equitable relief to prevent any such breach. I also acknowledge that, to the extent permitted by law, a *Deloitte Entity* will be entitled to the payment of the *Deloitte Entities'* reasonable costs and attorney's fees incurred in enforcing this Employment Agreement. I also acknowledge that, to the extent permitted by law, the Employer may request that a court extend the one year period following the termination of my *Employment*, as provided in Paragraphs 12 and 15, to correspond with the period that I participated in activities prohibited by Paragraphs 12 and 15.

**21. Liquidated Damages: Client Fees.** I agree that in the event of a breach under Paragraph 12, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

**22. Liquidated Damages: Compensation.** I agree that the precise amount of damages flowing from a breach under Paragraph 15 would be impracticable or extremely difficult to ascertain in an actual amount. Therefore, I agree that in the event of a breach under Paragraph 15, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by or owed to any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

**23. Right of Inspection.** I agree to permit the Employer (or to use my best efforts to enable the Employer) to inspect my books and records (and the books and records of any entity which employs or is associated or affiliated with me), upon request and at reasonable times, to enable the Employer to confirm the calculations described above and to verify compliance with Paragraphs 12 and 15. The Employer shall keep confidential any proprietary information obtained, except as may be necessary or desirable to enable the Employer to enforce its rights under this Employment Agreement and except as may be required by any statute, court or administrative order to decree or government ruling or regulation.

**MISCELLANEOUS**

**24. Governing Law; Choice of Forum.** This Employment Agreement is deemed to have been executed in the Employer's office in **Hyderabad, Telangana, India** and will be construed and governed in accordance with the laws of the Republic of India without regard to its conflicts-of-law principles. You agree to submit to jurisdiction before any court of record in which the Employer's office to which you were assigned is located, or in which a breach of this Employment Agreement may occur, at the election of the Employer, and you waive any right to raise questions of personal jurisdiction or venue in any action the Employer may bring against you in any such court. You further agree to accept service of process/summons/legal notice from the Employer when that process/summons/legal notice is either sent to your last known address by certified mail or served by any other means permitted under the law of the jurisdiction in which the Employer may bring an action against you.

**25. Modifications.** My obligations hereunder may not be changed or modified, released, discharged, abandoned or terminated, in whole or in part, except by an instrument in writing signed by an *Authorized Signatory*.

**26. Severability.** Every provision of this Employment Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such term or provision will be enforced to the maximum extent permitted by law and, in any event, such illegality or invalidity shall not affect the validity of the remainder of the Employment Agreement.

**27. Blue-Penciling.** If any court determines that any provision of this Employment Agreement, or any part hereof, or the application of any such provision, or any part hereof, to any person or circumstance is unenforceable or void, such court shall have the power to modify such provision, or any part hereof, to the extent necessary to render it legal and enforceable while preserving its intent, or if such modification is not possible, by substituting therefore another provision that is legal and enforceable and that achieves the same objective.

**28. Waiver.** None of my obligations under this Employment Agreement shall be deemed to have been waived by the Employer except if the giving of such waiver is contained in a written notice given to me and no such waiver shall be deemed to be a waiver of any other or further obligation I have under this Employment Agreement.

**29. Entire Agreement.** This Employment Agreement, the Employer's employment application, the Terms and Conditions of Service issued pursuant to the offer of employment and any documentation employing me or transferring me to the Employer, contain the entire understanding between me and the Employer or any other *Deloitte Entity* with respect to the subject matter hereof and supersedes all prior representations, warranties, and agreements with respect to such subject matter, and no representations, warranties or other covenants exist with respect to such subject matter that are not contained or expressly referred to herein. Notwithstanding the foregoing, any written agreement between a *Deloitte Entity* and me with respect to the subject matter hereof that was signed by me prior to the effective date of this Employment Agreement shall remain valid and enforceable according to the terms of such agreement with respect to all acts and omissions occurring prior to the effective date of this Employment Agreement. In the event of a conflict between this Employment Agreement and the employment application or any other document purporting to set forth terms and conditions of my *Employment*, this Employment Agreement will control.

**30. Transfer and Assignment.** Unless as the Employer shall otherwise determine, the rights, obligations and benefits of the Employer under this Employment Agreement, including but not limited to those rights and benefits relating to my post-Employment obligations set forth in this Paragraph 30 and in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19 and 23 above, are transferred and assigned, in whole or in part (as the Employer shall determine) and without the need for my consent or the formality of documentation or prescribed processes, to (a) any *Deloitte Entity* in connection with my transfer to that *Deloitte Entity* or (b) any entity that acquires all or a part of the assets or business of the Employer. All provisions of this Employment Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, representatives, successors, and assigns of the Employer and me, and any *Deloitte Entity* to which I may be transferred during my *Employment*, provided, however, none of my duties or obligations under this Employment Agreement may be assigned or transferred by me to any other person or entity without the Employer's prior written approval of such assignment or transfer. Any purported assignments in violation of this Paragraph 30 shall be null and void.

**31. Headings.** The headings contained in this Employment Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Employment Agreement.

I have read the foregoing, understand it, and agree to comply with its terms.

**For Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
 6718FF75DA89400...

Pooja Madhani

**Talent**

**Authorized Signatory**

Effective as of , I accept all the terms and conditions of the Employer as stipulated in this Employment Agreement.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

**EXHIBIT A**

The definitions below apply to the italicized terms that appear in the Employment Agreement (including the exhibits):

**Attest Client** – attest client (or an affiliate of such client) of Deloitte & Touche LLP or a *Deloitte Entity*.

**Authorized Signatory** – a director, officer or other person who is authorized to sign on behalf of a *Deloitte Entity*.

**Confidential Information** – any information not generally known to the public, in any *Form*, that (1) relates to the operation of a *Deloitte Entity* or provides the *Deloitte Entities* with a competitive advantage, (2) consists of Personally Identifiable Information (*PII*) or other personal information about *Personnel*, client and other third party personnel, independent contractors, subcontractors, agents, vendors, suppliers or others which the Employer or another *Deloitte Entity* receives in the course of business, and (3) all other information entrusted to the Employer or another *Deloitte Entity* by clients and other third parties. *Confidential Information* includes, but is not limited to, *Intellectual Property*, supplier information, designs, business or marketing plans, forecasts and financial information, tax returns, tax identification numbers, agreements, client or prospective client lists, specific information about clients or prospective clients such as preferences for specific products and services, client or prospective client needs based on financial history and past purchases of services, client or prospective client development plans, specific rates charged to a client or offered to a prospective client and other business or client records. *Confidential Information* also includes, but is not limited to, debit or credit card information, employment applications, organization charts, performance ratings and other personnel records.

**Deloitte Entity** – the Employer, Deloitte LLP, and any corporation, company, partnership, limited liability company or other entity (a) that (i) is owned, directly or indirectly, in whole or in part, by Deloitte LLP (the “Deloitte U.S. Firms”), including but not limited to Deloitte LLP subsidiaries in India, the Deloitte Touche Tohmatsu verein, Deloitte Global Services Limited, Deloitte Global Services Holdings Limited, Deloitte Touche Tohmatsu Limited (“DTTL”) or any member firm of DTTL or affiliate thereof (collectively, the “DTTL Member Firms”) or (ii) controls, is controlled by or is under common control with any of the entities listed in clause (i); or (b) in which any *Personnel* participated on its behalf, or carried out any duties with respect to its affairs. For purposes of this Employment Agreement, the term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract, or otherwise.

**Deloitte Property** – *Confidential Information*, *Systems*, equipment, debit and credit cards issued in connection with my *Employment*, furniture, facilities and any and all other materials owned, licensed or leased by a *Deloitte Entity*, including, without limitation, computerized or electronic information and all copies thereof in any form or media, created by, furnished to, obtained by or prepared by me in the course of my employment in any capacity.

**Deloitte India (Offices of the US)** - The following companies shall be deemed to be the affiliates of each other and are collectively referred to as Deloitte India (Offices of the US): (i) Deloitte Consulting India Private Limited (ii) Deloitte Tax Services India Private Limited (iii) Deloitte Support Services India Private Limited (iv) Deloitte Financial Advisory Services India Private Limited and (v) Deloitte & Touche Assurance & Enterprise Risk Services India Private Limited.

**Electronic Communications** – all text, audio, video, images, information, data, files and attachments created, displayed, sent, received, posted, accessed or stored, whether deleted or not, by means of the *Systems*.

**Employment** – the nature of my relationship with the Employer or a *Deloitte Entity* pursuant to this Employment Agreement. Alternatively, and depending on context, *Employment* is the period of time during which this relationship persists.

**Form** - paper, computer disc, USB drive, website; any other tangible or electronic medium by which information may be stored or accessed; and human memory.

**Independence** – National Office (Independence) of Deloitte LLP.

**Intellectual Property** - works of authorship (including, without limitation, books, articles, data compilations, software and other copyrightable materials), materials, patents, inventions, designs, techniques, methodologies, processes, discoveries, know-how, ideas, trade secrets, moral rights, trademarks and other indicia of origin together with the goodwill therein, and all patent applications, copyright and trademark applications and registrations, and extensions and renewals thereof, throughout the world.

**Intellectual Property Rights** – all rights, title and interest in Intellectual Property.

**PCAOB** – the United States Public Company Accounting Oversight Board.

**Personal Creations** – *Intellectual Property* that meet all of the following criteria: (1) it is conceived, developed, and created by me on my own time without using *Deloitte Property* or *Personnel* (during work hours), facilities, *Confidential Information* or *Works* of a *Deloitte Entity*, (2) it is unrelated to the actual or reasonably anticipated business or research and development of a

*Deloitte Entity*, and (3) it does not result from any work performed by me and the *Personnel* (during work hours) for a *Deloitte Entity*.

**Personnel** – partners, principals, members, officers and employees of a *Deloitte Entity*.

**PII** – information (excluding business contact information such as an individual's name and one or more of the following: organization name, organizational title, organizational role, business address, business telephone number (including business cell phone number and business email address) relating to an identified or identifiable natural person. An identifiable natural person is a natural person who can be identified, directly or indirectly, by reference to an identification number or factors specific to his or her physical, physiological, mental, economic, cultural or social identity. Set forth below is a non-exclusive list of information that constitutes PII when such information relates to an identified or identifiable natural person:

- Account number (bank account, credit card, etc.)
- Address
- Biometric identifier
- Certificate or license number
- Date of birth
- Government identifiers (such as PAN)
- Name\*
- Personnel Number
- Photograph or video identifiable to an individual
- Vehicle identifier or serial number
- Other information related to an individual that may directly or indirectly identify that individual (e.g., salary, performance rating, purchase history, call history, etc.)

\* Note: When an individual's name is used with PII that is not business contact information, it is included in the definition of PII.

**Pre-existing Agreements or Arrangements** – agreements or arrangements that (1) relate to any *Pre-existing Creations*; or (2) may affect my ability to comply with the requirements of this Employment Agreement, including all contractual and other restrictions or obligations with other parties, including any post-employment restrictions and required notifications to the extent applicable under 18 United States Code §207, CFR 3.104-4, and India laws, rules and regulations that may or will impose limitations on my professional activities during my *Employment* (such as any non-compete agreements with prior employers and the one-year ban on lobbying contacts).

**Pre-existing Creations** – any *Intellectual Property* and *Intellectual Property Rights* that were developed or created by me, alone or with others, or otherwise acquired by me, before the period of my employment in any capacity with the Employer, in which I claim any ownership or right.

**Proceedings** – past or pending (1) actual or threatened claims or complaints of, or arising out of service to, present or former clients, (2) regulatory, self-regulatory, disciplinary, administrative, civil or criminal investigations, inquiries, charges, complaints, actions, sanctions, alternative dispute resolution proceedings, other proceedings or matters (other than criminal proceedings which relate solely to the operation of a motor vehicle) of any kind or nature, in India or any other jurisdiction, against me, including criminal proceedings arising out of my provision of professional services, proceedings brought by a professional association, or proceedings involving the Securities and Exchange Board of India, United States Securities and Exchange Commission or the PCAOB, other professional bodies like the Institute of Chartered Accountants of India or (3) matters of any kind or nature which could adversely affect my association with the Employer or my ability to perform my duties or responsibilities to the Employer, whether set forth in this Employment Agreement or otherwise, or my registration with or licensure by any governmental, quasi-governmental, or other regulatory agency, body or entity, in or outside the United States or India.

**Systems** – the communications systems or any part of such systems that a *Deloitte Entity* owns, licenses or operates and approves for use, including, but not limited to, e-mail, text messaging, Lotus Notes, Deloitte Online (eRoom), instant messaging, local area network, wide area network, Intranet (e.g., DeloitteNet, D Street), Internet, extranet, collaborative tools (e.g., blogs, wikis, etc.), laptop and desktop computers, servers, air cards, Personal Digital Assistants, cell phones, telephones and voicemail.

**Works** – all *Intellectual Property*, in any *Form*, created by me, alone or with others, during the period of my *Employment* that (1) is created within the scope of my *Employment*; (2) relates in any manner to the actual or anticipated business, research, or development of a *Deloitte Entity*; (3) results from any work assigned to or performed by me, alone or with others, for the Employer; or (4) is created with the use of *Deloitte Property*.

**EXHIBIT B****Pre-existing Creations; Pre-existing Agreements or Arrangements**

I understand and agree that the Employer makes no attempt to verify my claim of ownership to any of the *Pre-existing Creations* listed, and makes no admission that any *Pre-existing Creations* listed are owned by me.

[If yes, please enter details below]

Yes, I do have *Pre-existing Creations*, *Pre-existing Agreements or Arrangements*

No, I do not have *Pre-existing Creations*, *Pre-existing Agreements or Arrangements*

<b><u>Title</u></b>	<b><u>Date</u></b>	<b><u>Brief Description</u></b>
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\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Print)

ACCEPTED AND AGREED TO:

**Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
6718FF75DA89400...

Pooja Madnani

**Talent**

Its: *Authorized Signatory*

\_\_\_\_\_  
Date

An *Authorized Signatory's* signature is required only if *Pre-existing Creations* or *Pre-existing Agreements* or *Arrangements* are listed pursuant to Paragraphs 2 and 11 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment made in light of Paragraph 2 that *Pre-existing Creations*, if any, are described and explained in sufficient detail so that the likelihood of confusion between the employee's *Pre-existing Creations* and the *Intellectual Property* of a *Deloitte Entity* can be avoided or minimized in the future and further indicates that the *Pre-existing Agreements* or *Arrangements* have been obtained and reviewed and that the *Authorized Signatory* is satisfied that such *Pre-existing Agreements* or *Arrangements* will not interfere with the employee's ability to comply with the requirements of this Employment Agreement.

**EXHIBIT C**

**Proceedings**

[none, unless otherwise specified]

Yes, I do have *Proceedings* to report

No, I do not have *Proceedings* to report

My signature below certifies that to the best of my knowledge, the information I have provided above, pursuant to Paragraph 3, is complete and accurate.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date



**EXHIBIT D**

**Exceptions to Post-Employment Restrictions: re: Clients**

[none, unless otherwise specified]

As specified in Paragraph 13, I agree that after a period of three (3) years from my start date or the date of my employment, as the case may be, the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on Exhibit D to support the application of the obligations of Paragraph 12 to those clients.

Yes, I do have  
Post-Employment Restrictions  
re: Clients

No, I do not have  
Post-Employment Restrictions  
re: Clients

<u>Name of Client</u>	<u>Specified Kind of Services(s) Permitted</u>
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ACCEPTED AND AGREED TO:

**Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
6718FF75DA89400...

Pooja Madnani

**Talent**

Its:     Authorized Signatory	<hr/>
	Date

I have read and understood the above policy terms.

<hr/>	<hr/>	<hr/>
Signature	Name	Date

A n *Authorized Signatory's* signature is required only if information is provided pursuant to Paragraph 13 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment that criteria in Paragraph 13 have been fully satisfied, the clients listed have been properly identified, and the kinds of services permitted have been described with sufficient specificity.

## Terms and Conditions of Service

In continuation to our offer of employment with **Deloitte Tax Services India Private Limited** (the "Employer"), please note the terms and conditions of service.

The italicized terms in these Terms and Conditions of Service are defined in **Exhibit A** of the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement hereto.

### Terms of Service

#### 1. COMPLIANCE WITH INDEPENDENCE, ETHICS AND OTHER REQUIREMENTS

Deloitte & Touche LLP performs attest services for certain of its clients and is subject to the independence requirements of, among others, the United States Securities and Exchange Commission (SEC), the United States Public Company Accounting Oversight Board (PCAOB), and the American Institute of Certified Public Accountants (AICPA). These requirements mandate that certain of the Employer's employees and their relatives be independent of some or all of such attest clients and their affiliates in accordance with the policies of Deloitte LLP and its subsidiaries (the "Deloitte US Entities").

Upon joining the Employer, you will be asked to review a listing of the attest clients and the affiliates of such clients of certain of the Deloitte US Entities and disclose relationships or financial holdings that you or your relatives may have that could affect the independence of the Deloitte US Entities. Any relationships or holdings that conflict with, among other things, the requirements of the SEC, the PCAOB or the AICPA or the independence or ethics policies of the Deloitte US Entities will need to be resolved immediately. Further, you will be required to comply with these policies throughout your career with the Employer, including, when applicable, maintaining a current list of certain of your financial interests (but not their value) in the independence tracking system.

As a condition to your joining the Employer and continued employment, you are required to complete a representation regarding your understanding of, and compliance with, independence and other matters, on a periodical basis (as requested beginning on or prior to the date of you joining the Employer, annually thereafter, and upon certain changes in your role in the Employer), the details of which are provided in the independence representation. An example copy of this representation form is available for your reference on [www.deloittenet.com](http://www.deloittenet.com). The representation should be made to the best of your knowledge and ability. It is your responsibility to consult on any matter should you be uncertain or have a question. You are also requested to refer to [www.deloittenet.com](http://www.deloittenet.com) and *Independence* for more information in this respect. The representations made by you will be subject to an audit and may be reviewed by Deloitte LLP representatives and shared with certain third parties. If you are selected for such an audit, you will need to submit certain personal financial records to Deloitte LLP's internal audit team. Please be assured that Deloitte LLP fully intends to keep all information obtained through the audit process confidential and secure. You hereby give your consent to Deloitte LLP to use the information provided by you for such purposes as provided in the policies regarding independence and ethics.

In the event you (i) do not cooperate or comply with the independence requirements, or (ii) do not complete the necessary representations, or (iii) make inaccurate representation(s); you may be subject to disciplinary action including and up to termination of employment with the Employer.

Please feel free to contact or consult *Independence* should you require any further information or if you have any specific concerns in this respect.

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#### 2. NON DISCLOSURE, NON SOLICIT AND INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AGREEMENT ("Employment Agreement")

You will be expected to sign the Employer's Employment Agreement. Please contact Talent for further details.

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#### 3. HARRASSMENT POLICY

**Administrative Policy Release ("APR") 213** is the Employer's policy prohibiting harassment. Deloitte LLP's subsidiaries located in India ("Deloitte India (Offices of the US)") are committed to providing a working environment that is free from harassment based on caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis, in accordance with applicable Indian central, state or local law. Expressly forbidden are unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Depending on the circumstances, such harassment may also include conduct such as stereotyped or demeaning remarks or gestures or the display or circulation, whether in writing or electronically, of materials or pictures offensive to persons because of their caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis in accordance with applicable Indian central, state or local law. The full policy will be accessible to you on DeloitteNet after joining Deloitte U.S. India.

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#### 4. WORKING HOURS, HOLIDAYS, LEAVES AND MATERNITY BENEFITS

You will be provided with your standard working hours, which may vary over the course of your career. The Employer may, from time to time, subject to applicable laws, require the employee to work beyond these hours.

You shall be entitled to paid holidays and leave as per the Employer's policies.

Women employees are eligible for maternity benefits as per the recent amendments (2017) in the maternity benefit act, 1961, including having 26 weeks of maternity leave with pay, as applicable.

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#### 5. RETIREMENT AGE

The age of retirement for employees of Deloitte India (Offices of the US) is 60 years. Your employment will therefore automatically terminate at the end of the month in which you attain 60 years.

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#### 6. TRANSFERS

You may be transferred, assigned, or asked to attend training at the offices of a Deloitte Entity or its clients or third parties in India or abroad with or without additional compensation. In such an event, you will also be governed by the terms and conditions of service applicable to the transfer, assignment, or training.

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#### 7. NOTICE PERIOD FOR TERMINATION OF SERVICES

The notice period for termination of your services is **60 Days** by either side and/or salary in lieu of notice period on part of the Employer only.

The Employer expects all employees to maintain the highest standards of professional conduct at all times.

In order to assure orderly operations and provide the best possible work environment, the Employer expects you to follow rules of conduct that will protect the interests and safety of all personnel, including but not limited to the Code of Ethics and Professional Conduct.

In the event of any breach of the Code of Ethics and Professional Conduct, non-performance of a contractual obligation or the terms and conditions laid down in this Annexure, or if you engage in any misconduct whether or not in connection with or affecting the business or affairs of the Employer or the work conduct, as specified by Employer, you will be subject to disciplinary action up to and including termination of your services/ employment with the Employer without any notice or payment in lieu of notice notwithstanding any other terms and conditions stipulated herein.

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#### 8. MISCONDUCT

Misconduct may include but is not limited to:

- Irregular attendance: repeated or excessive absence, tardiness or early departures/ late comings without approval.
- Unreported or unapproved absence (including overstay of leave) for more than five consecutive days or deviation from assigned and accepted schedule for more than five days.
- Falsification or manipulation in background verification process or employment records, employment information, or other records prior to or after joining the Employer.
- Falsification or manipulation of Deloitte Time & Expense (DTE).
- Knowingly providing false statements, either verbally or in written form.
- Neglect of normal duties and functions.
- Practices such as reading personal materials during working time, having obscene or inappropriate posters or screen savers at your work station, playing games at your work station, etc.
- Continued discharge of work functions that do not meet the standards reasonably expected.
- Breach of the confidentiality provision in the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement including disclosing to any unauthorized person any *Confidential Information* or *PII*.
- Willful insubordination or disobedience, whether or not in combination with another, of any lawful and reasonable instructions of any member of management or any authorised person.
- Engaging in unapproved outside employment and activities as defined in APR 218 (US & IND)

([https://deloitte.net.deloitte.com/About/Policies/Admin/Pages/218\\_OutsideEmploymentActivities\\_US.aspx](https://deloitte.net.deloitte.com/About/Policies/Admin/Pages/218_OutsideEmploymentActivities_US.aspx)).

- Installing, downloading, copying or duplicating any unauthorized or unlicensed software, programs, games, or attachments on any computer system of the Employer or of any *Deloitte Entity* or its clients.
- Engaging in any illegal activities.
- Workplace violence, including threats of physical violence.
- Corporate credit card delinquencies.
- Causing damage to the property of the Employer, any *Deloitte Entity*, its clients, or their respective personnel
- Going on or abetting a strike in contravention of any law.
- Theft of any property belonging to another, the Employer or any *Deloitte Entity*, or their respective personnel, clients, or visitors
- Possession of firearms, explosives, knives or any instruments that can be used as an injurious or deadly weapon in the workplace or at any *Deloitte Entity* sponsored event.
- Corruption, fraud, or misappropriation of funds.
- Failure to comply with the policies, guidelines, rules and regulations of the Employer or a *Deloitte Entity* as applicable.
- Excessive personal use of the Employer's telephone, fax or computer systems.
- Failure to adhere to applicable laws.
- Any act prejudicial to or in conflict with the interests of the Employer or a *Deloitte Entity*.

The above terms and conditions are based on, and should be read in conjunction with, the Employer's policies, guidelines, procedures and other rules currently applicable, including but not limited to Administrative Policy Releases (APRs) and Deloitte India (Offices of the US)'s other policies, guidelines, rules, and regulations. The above rules are subject to amendments from time to time and the amended rules, policies, procedures, and guidelines would be posted on the Employer's Intranet site i.e. <https://deloitte.net.deloitte.com/Pages/Home.aspx> for employee reference. The policies will be updated from time to time in the future and we deem to have your consent to any and all such changes. Furthermore, upon acceptance of employment with the Employer, you may be requested to read and acknowledge acceptance of various policies and guidelines of the Employer. It is expected that you will read and acknowledge all such communications.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name



### Training Agreement

On behalf of **Deloitte Tax Services India Private Limited**, please accept our congratulations on your recent offer of employment to join the Company as **Tax Consultant I** pursuant to the terms and conditions of your offer letter dated **August 26, 2024**. You made a very favorable impression with everyone you met and we are excited about the possibility of you joining the Company.

As you may be aware, as a condition of employment with the Company, you may be required to travel Overseas to attend a series of training sessions for a period of up to 90 days. This training will be a combination of classroom procedural training as well as on-site training to observe employees conducting similar work at various client locations. This training represents the confidence we have in your ability to be a valuable member of the practice of the Company.

As per Company policy, we kindly bring to your attention that all employees attending training overseas are required to sign a Training Agreement which will obligate the employee to repay a calculated amount of the costs associated with the training, only if the employee resigns his/her position or are terminated for cause within a specified period after completion of the training (usually between 6 to 18 months). This repayment obligation disappears after the specified period of time has lapsed. We all look forward to seeing you again soon and having you join our team of outstanding professionals.

Sincerely,

For **Deloitte Tax Services India Private Limited**

DocuSigned by:

*Pooja Madhani*

6718FF75DA89400...

By:

Signature

**Authorized Signatory**



**Deloitte Tax Services India Private Limited**  
**Deloitte Tower Survey No. 41 Gachibowli Village, Ranga**  
**Reddy District, CIRCLE 3, Hyderabad - 500032, Telangana,**  
**India**

**Tel: +91 040 67621000**  
**www.deloitte.com**

**Subject: Offer of Employment**

**Dear VINAY JOSHUA:**

On behalf of **Deloitte Tax Services India Private Limited** (the "Employer" or "Company"), I am pleased to confirm our offer of employment to you as **Tax Consultant I** based in **Hyderabad**.

We extend this offer, and the opportunity it represents, with great confidence in your abilities. You have made a very favorable impression with everyone you met and we are excited with the prospect of you joining our organization on **JUNE 26, 2022**.

Your immediate manager will communicate details of your role and work responsibilities in the initial weeks of your joining the Employer. During your employment, the Company may require you to work on any project that you are assigned to, on any technical platforms/skills and nature of the project, in differentiated work timing, at designated work space and location as may be decided by the company.

As part of your annual compensation, you will receive a Total Salary of **Rs 382500** and, will be eligible for a performance linked variable bonus. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount could vary depending upon the business and individual performance each fiscal year and, in some situations, could exceed the payout range indicated. Any amounts paid will be subject to statutory and other deductions as per Employer policies and practices. The details of your compensation breakdown are provided in the attached Annexure A.

As an incentive to join the Company, you are eligible to receive a joining bonus of **Rs./₹ 100,000/-** subject to your reporting for full-time employment on **JUNE 26, 2022**. This amount will attract applicable taxes and will be processed as part of your first month's payroll. You will have an obligation to repay the entire amount of your joining bonus if you resign your position or are terminated for cause by the Company within **12 months** of your start date.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

Your employment with us will be governed by the Terms and Conditions as detailed in **Annexure B**, as well as any and all rules, regulations, guidelines, policies and practices of the Employer, which may be amended from time to time. Deloitte LLP and its U.S.-based subsidiaries (the "Deloitte U.S. Firms") requires their employees to make the necessary representations regarding independence and other matters. Because the Employer is an Indian subsidiary of Deloitte LLP, we must also comply with these independence requirements. Accordingly, this offer is conditional upon you agreeing to make such representations under the Employer's Independence Representations requirements, as further explained in **Annexure B**.

Your compensation details are confidential, and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization. We would like you to join the Employer on, or an alternative mutually agreed upon date.

This offer letter, together with the Annexures described herein, and the Non-Disclosure, Non Solicit and Intellectual Property Rights Assignment Agreement, the Information Security Policy (which you are required to sign upon joining), constitute the entire agreement between the parties with respect to the subject matter of this offer, and supersedes all other previous or contemporaneous oral or written representations, understandings or agreements relating to the subject matter of this offer between you and the Employer or its affiliates.

In compliance with applicable laws, Deloitte India (Offices of the US) provides its professionals with home pick-up and drop transport services within **pre-defined** boundary if their shift timings are between 8:30 p.m. - 6:00 a.m. in Hyderabad, 9:00 p.m. - 6:00 a.m. in Mumbai, Pune; 7:00 p.m. - 6:00 a.m. in Gurugram, 8:00 p.m. - 6:00 a.m. in Bengaluru, Chennai, and Kolkata.


This letter and **Deloitte Tax Services India Private Limited** employment application are intended to be final. To accept the offer and the terms of this letter, please sign below in the space provided within three business days.

everyone you have interviewed with joins me in extending to you congratulations and warm regards. We look forward to you joining our team.

Sincerely,

**For Deloitte Tax Services India Private Limited**

Best regards,

By:  6718FF75DA89400...  
Signature

**Authorized Signatory**

**Acceptance**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Annexure A****Tax Consultant I -**

<b>Description</b>	<b>Monthly</b> (Rs. per month)	<b>Annual</b> (Rs. per Annum)
Basic Pay	<b>17,500</b>	<b>210,000</b>
House Rent Allowance (HRA)	<b>8,750</b>	<b>105,000</b>
Special Allowance <sup>1a &amp; 1b</sup>	<b>11,867</b>	<b>142,404</b>
Leave Travel Allowance <sup>2</sup>	<b>1,750</b>	<b>21,000</b>
Differential Allowance	<b>5,833</b>	<b>69,996</b>
Meal Card <sup>3</sup>	<b>2,200</b>	<b>26,400</b>
Employer's contribution to PF	<b>2,100</b>	<b>25,200</b>
<b>Total Salary (in Rs.)</b>	<b>50,000</b>	<b>600,000</b>
Variable Bonus*	You are eligible for a performance linked variable bonus. It will be paid out at the end of the fiscal year, as applicable and on the basis of your individual performance and performance of the business	
Medical Insurance Premium <sup>4</sup>	<b>3,014</b>	<b>36,167</b>

\*The Variable Bonus will vary, primarily based on your individual performance and the performance of the business, during the Employer's fiscal year which is June through May. Your performance will be formally assessed as a part of the Employer Performance Review Cycle Process. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount will vary depending upon the business and individual performance and in some circumstances, could exceed the payout range indicated. The performance of all the employees who have joined the Employer prior to March 1st will be assessed for the fiscal year ending in May. The disbursement of a Variable Bonus, if applicable, is subject to you being active on the rolls of the Employer, during the Annual Incentive Program payout cycle for the fiscal year. For employees joining during the period March 1st to May 30th, a prorated Variable Bonus, if applicable, will be based on the first year-end review ratings in the subsequent year and paid during the Annual Incentive Program payout cycle of that year. The Variable Bonus will not be paid in the event of termination of employment for any reason on or before the disbursement time. The application and interpretation of, and any determinations related to, the Variable Bonus is at the sole discretion of Employer. Employer may amend or terminate the Variable Bonus at any time. All compensation and benefits are based on employee's position with the Employer in India.

Contd/-....



Annexure A

<sup>1</sup>All employees may claim tax exemption, subject to tax rules from time to time, from their Special Allowance component, expenses incurred towards communication and Driver / Fuel & Maintenance Expenses as per eligibility mentioned below:

**Employee Level -  
Tax Consultant I**

<sup>1a</sup>Communication Expenses

<sup>1b</sup>Fuel Expenses

*Only one Post paid mobile, one Land Phone  
and One internet connection bill(s) can be  
claimed.*

*Petrol / Driver / Insurance / Repairs &  
Maintenance*

**Rs./₹ 3,000/-** per month

**Rs./₹ 7,500/-** per month

<sup>1a</sup> The internet/telephone/mobile bills should be in the Employee's name.

<sup>1b</sup> For claiming vehicle running expenses (Driver / Fuel / Repairs & Maintenance expenses) the vehicle has to be in the name of the Employee and the current tax rules are as under. The above limits will be applicable for all those who are on company car lease program and the below limits will apply for all those who are on self-owned car. In case of company leased car, taxability would be as per the current perquisite valuation rules.

Nature of Expenses	Own Vehicle –Maximum Tax exemption limit per month		
	4 Wheelers (Engine Capacity)		
	<= 1600 cc	> 1600 cc	Two Wheelers
Fuel & Maintenance	Rs. 1,800	Rs. 2,400	Rs. 900
Driver's Salary	Rs. 900	Rs. 900	Not applicable

All employees at and above **Senior Staff** are eligible for the company car lease program. If you choose to avail of this benefit, the amount towards lease rental will be paid by the firm on your behalf to the leasing company and your compensation structure will be adjusted accordingly. A revised letter with the new compensation structure will be issued that will supersede this letter for all practical purposes.

<sup>2</sup> The Leave Travel Allowance (LTA) will be paid on a monthly basis as an allowance with tax deducted at source. If you choose to avail the tax benefit on LTA, you should submit proof of expenses incurred by you for Self and / your immediate dependents. The taxability or otherwise of LTA will be as per the Income Tax Act 1961, details of which will form part of the LTA Form.

<sup>3</sup> Meal Card amount will be credited at the start of each month and for the first month (For New Hires) prorated amount will be processed as part of payroll. If not collected, it will be processed as a taxable amount with the salary.

<sup>4</sup> Annual Floating Medical Insurance Coverage for self and **6 dependents** is being paid by the Employer on your behalf. The premium amount is subject to change every year post renewal of insurance policy. In case you opt for an enhancement of the coverage limit, the additional premium will be adjusted accordingly from the special allowance.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

You may also be eligible to either a One-time Stipend or a temporary lodging basis joining the registered office location, you will receive a survey from Deloitte prior to your joining.

You may select the best option for availing the relocation assistance. If an employee who has availed this reimbursement decides to quit within 18 months from the date of relocation claim for whatever reason, the relocation reimbursement paid to the employee will be recovered in full, from the employee's full and final settlement.

By joining the Company, you will become a member under the 'Deloitte USI Employees Welfare Trust' and may be required to make a nominal contribution as a member.

Original bills towards the above components should be submitted during the Income Tax fiscal period evidencing the expenditure to get Income Tax exemption, failing which the same will attract applicable Income Tax.

Submission of false, tampered or altered bills as proof of expense for any of the above components will result in disciplinary action including termination of employment.

**Your compensation above is subject to income tax deduction per rules and guidelines prescribed under the prevailing tax laws. This may change from time to time in line with the amendments done in tax laws.**



## Annexure B

### **Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement ("Employment Agreement")**

In consideration of my employment by **Deloitte Tax Services India Private Limited**, an Employer incorporated under the provisions of the Companies Act, 1956 and having its registered office **Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District, CIRCLE 3, Hyderabad - 500032, Telangana, India** (the "Employer") as **Tax Consultant I** - and other valuable consideration, I acknowledge and agree that:

#### **PRELIMINARY MATTERS**

**1. Defined Terms.** The italicized terms in this agreement (the "Employment Agreement") are defined in **Exhibit A** hereto.

**2. Pre-existing Agreements or Arrangements.** I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Agreements or Arrangements*. The Employer expects me to abide by all restrictions or obligations that are contained in such *Pre-existing Agreements or Arrangements* and to avoid involvement, while employed by the Employer, in any matter that could pose a conflict as a result of confidential information or intellectual property obtained by me prior to my *Employment*. I further represent that none of these restrictions or obligations, including those set forth in any non-compete agreements with prior employers, is inconsistent with my acceptance of the Employer's offer of *Employment* or my becoming, and serving as, **Tax Consultant I** of the Employer. To the extent applicable and if I am joining the Employer after having served as an employee or official of the United States Government, I further represent that: (1) I have disclosed my prior participation, if any, in any discussions or negotiations with, or decisions to award contracts to, the Deloitte U.S. Firms while I was employed by the United States Government; and (2) I had either recused myself or had not played an active role in the applicable United States Government agency's decision to award any contracts to the Deloitte U.S. Firms while I was employed by the United States Government.

#### **PROTECTION OF OUR BUSINESS**

**3. Reporting of Proceedings.** Except as provided by law and except as I have disclosed in writing on **Exhibit C** to this Agreement, I represent and warrant that I have no *Proceedings* to report. Should I become a subject of any *Proceedings* during my association with the Employer, I agree to immediately report, in writing, all relevant facts to the Chief Talent Officer of Deloitte LLP, the Regional Talent Director of the Employer, and the Chief Ethics and Compliance Officer of Deloitte LLP. I understand that my responses are subject to audit and review by the Employer and others in accordance with applicable professional, ethical, legal, or Employer requirements, rules, regulations, policies, or practices, or other requests.

**4. Confidentiality.** I acknowledge that, by virtue of my *Employment*, I will acquire and be exposed to, have access to, make use of and/or create *Confidential Information*. Therefore, I agree to hold in trust and confidence all such *Confidential Information*. I will neither disclose any such *Confidential Information* to anyone outside a *Deloitte Entity* without the prior written approval of an *Authorized Signatory*, except as required by my authorized duties for the Employer, nor use any such *Confidential Information* for any purpose other than for the benefit of a *Deloitte Entity*.

**5. Third Party Information and Property.** I agree that during my *Employment*, I shall not use or disclose any confidential information or intellectual property of any former employer or other person or entity without the prior written authorization of such employer, person or entity and the prior written consent of an *Authorized Signatory*. If I were to use or disclose any such Confidential Information or Intellectual Property without prior consent, and any of the *Deloitte Entities* become the subject of any claim from a third party regarding such unauthorized use or disclosure, I agree to hold harmless and indemnify the *Deloitte Entities* for any legal defense costs and/or damages related to any such claim.

**6. Authorization.** Only employees of the Employer holding a senior or managerial position with the Employer will be authorized by a specific authorization, delegation, or power of attorney to sign legal documents, representing the Employer. Similarly, only such authorized employees of the Employer may speak about the Employer, the business and plans, various client-related projects etc.

**7. Competing Activities and Conflict of Interest.** During the period of my *Employment* I will not, directly or indirectly, participate in or in any way render services or assistance to any business that is or may be competitive with a *Deloitte Entity*, whether or not for compensation, or engage in any conduct which might result in, or create the appearance of using my position for private gain or other than for the benefit of a *Deloitte Entity*, or otherwise create a conflict, or the appearance of a conflict, of interest with a *Deloitte Entity*. Such conduct shall include, but not be limited to, having an undisclosed financial interest in any vendor or supplier of a *Deloitte Entity*, accepting payments of any kind or gifts other than of a nominal value from vendors, clients or suppliers, or having an undisclosed relationship with a family member or other individual who is employed or

associated with any entity in active or potential competition with a *Deloitte Entity*, and which creates a conflict of interest. I represent and warrant that I am not currently aware of any present or past violation of this provision.

**8. Authorization to Access Systems and Electronic Communications and use of Deloitte Property.** I understand that while employed with a *Deloitte Entity*, I will use and have access to the Systems. I also acknowledge that a *Deloitte Entity* has the right at any time to access, retrieve, delete, monitor, examine, use and/or disclose my Electronic Communications and information from (or about) me and the content, without notice to me, and that such *Electronic Communications* are considered part of a *Deloitte Entity's* business and client records and are not to be considered private or personal to me or any other *Personnel*. I further acknowledge that this right extends to *Electronic Communications* transmitted for either a business or personal purpose.

I agree that I am authorized to access the *Systems* only for approved business purposes and occasional personal use if such use does not interfere with my work responsibilities and other required business activities, business operations, or *Systems* performance. However, I also acknowledge that such occasional personal use does not create an expectation of privacy as to any of my personal *Electronic Communications* and, as such, are *Deloitte Property*.

I further acknowledge that I am not authorized to use the *Systems* for personal gain or any illegal or unethical use. I agree that under no circumstances am I authorized to access any of the *Systems* for the purpose of obtaining *Deloitte Property* for a competitor of a *Deloitte Entity*, transmitting *Deloitte Property* to me (e.g., emailing *Confidential Information* to my personal email address) or to a third party for purposes other than furthering the business objectives of a *Deloitte Entity*. I am not authorized to download a *Deloitte Entity's Confidential Information* or other *Deloitte Property* to removable media such as a CD Rom, disk or thumb drive other than as authorized for furthering the business objectives of a *Deloitte Entity*.

I will be responsible for the safe keeping and return in good condition and order of all the *Deloitte Property* that may be in my use, custody, care or charge. For the loss of any *Deloitte Property* in my possession or custody or for which I have been assigned responsibility, the Employer will have a right to assess on its own basis and recover from me, the damages in respect of such materials (out of the amounts due to me or otherwise) and to take such other legal action as it deems appropriate including termination of my employment without notice or payment in lieu thereof in the event of my failure to account for such material or property to its satisfaction.

**9. Security.** I am provided with a worktable and lockable storage space. I will ensure they are locked when unattended and understand that a duplicate key will only be provided if I sign for it. I am required to display my identity card to the appropriate security personnel on demand and at all times within the office premises.

**10. Ownership of Works.**

a. I agree that the Employer owns all rights, title and interest in and to all *Works*.

b. I agree that all *Works* are deemed works made for hire under India copyright or applicable laws or equivalent laws of any applicable foreign jurisdiction, and all *Intellectual Property Rights* therein vest automatically in the Employer upon creation of the *Works*. I agree that, to the extent any *Work* is held not to be a work made for hire, I hereby irrevocably assign all *Intellectual Property Rights* in the *Work* to the Employer. Notwithstanding anything contained in Section 19(4) of the Indian Copyright Act, 1957, I agree that such assignment shall continue to be in force for perpetuity irrespective of whether or not the Employer exercises its rights as the assignee for any period of time.

c. I will at all times, even after termination of my *Employment*, do whatever the Employer reasonably requests of me, at the Employer's expense, to document the assignment of any *Works* to the Employer or to assist the Employer in pursuing, renewing, extending or assigning any *Intellectual Property Rights*, and otherwise perfecting, protecting and enforcing said *Intellectual Property Rights* in, any *Works*. I agree that, as between me and the Employer, the Employer shall be the sole author, inventor, and owner of all such *Works* and *Intellectual Property Rights* therein throughout the world, and that the Employer shall have the sole right to seek copyright registrations, patents or trademark registrations, including all extensions and renewals thereof. I also hereby agree that I waive all moral rights in any *Works*.

I also agree to assign all my right, title and interest in and to any particular *Works* to a third party as directed by the Employer.

In the event the Employer is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraphs, I hereby irrevocably designate and appoint the Employer and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and in my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraphs with the same legal force and effect as if executed by me. I hereby waive any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any *Works* assigned hereunder to the Employer.

d. During a 12 month period after termination of my *Employment*, I agree that any *Intellectual Property* I create or conceive that results from and is related to any work assigned to or performed by me for the Employer, or that was created using *Deloitte Property*, is a *Work* that is subject to Paragraph 10 (b) above. For purposes of clarification, the foregoing provision is in addition to, and not in limitation of, any rights and remedies the Employer may have under the applicable laws protecting *Intellectual*

*Property of the Deloitte Entities.*

e. I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Employer) of all *Works* developed by me during the period of my employment with the Employer, which records shall be available to and remain the sole property of the Employer at all times.

**11. Pre-existing Creations; Personal Creations.** My obligations in Paragraph 10 do not apply to *Pre-existing Creations* and *Personal Creations*. I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Creations*. I acknowledge and agree that I will not assert any ownership rights against the *Deloitte Entities*, or their respective clients, with respect to any *Pre-existing Creations* unless they appear on **Exhibit B**, and **Exhibit B** has been accepted and agreed to by an *Authorized Signatory* who has signed at the bottom of such **Exhibit B**. I further agree that I shall not use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment* without the prior written consent of an *Authorized Signatory*. To the extent that I use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment*, I agree that, except as otherwise provided in a written agreement executed by me and the Employer, I hereby grant to the Employer an irrevocable, royalty free, perpetual, fully paid up, transferable, sub-licensable license to use, reproduce, distribute, display, perform, modify and create derivative works of and otherwise exploit such *Pre-existing Creations* or *Personal Creations* for any purpose including, but not limited to, client engagements.

**12. Post- Employment Restrictions re: Clients.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or serving of certain clients related to my work for a *Deloitte Entity* would necessarily involve the unauthorized use or disclosure of *Confidential Information*, and the proprietary relationships and goodwill of the *Deloitte Entities*, and, in the case of my serving of certain clients, could compromise the full compliance of the Employer or another *Deloitte Entity* with the applicable laws, rules and regulations of a U.S. or India regulatory body or other independence-related requirement of a regulatory body. Accordingly, during the period of my *Employment* and for a period of one year thereafter, I will not, directly or indirectly, solicit or provide services to any existing client of a *Deloitte Entity* with which I had personal contact and provided services during the two-year period prior to termination of my *Employment*.

**13. Exceptions to Post- Employment Restrictions re: Clients.** I understand that the obligations of Paragraph 12 will not apply for a period of three (3) years after my start date or the date of my promotion or transfer to clients of a *Deloitte Entity* and/or certain specified kinds of services rendered to such clients that meet all of the following criteria: (a) are personal clients of mine who came to a *Deloitte Entity* solely to avail themselves of certain specified kinds of services rendered by me and only as a result of my own independent recruitment efforts, which a *Deloitte Entity* neither subsidized nor otherwise financially supported as part of a program of client development, (b) are listed on **Exhibit D** expressly by name with respect to client and with sufficient specificity with respect to the kinds of service(s) that I will be permitted to render, and (c) are accepted and agreed to as to their listing on **Exhibit D** by an *Authorized Signatory* who has signed at the bottom of such Exhibit. I agree that after a period of three (3) years from my start date or the date of my promotion or transfer the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on **Exhibit D** to support the application of the obligations of Paragraph 12 to those clients.

**14. Future Employment with Clients.** Except as otherwise provided herein, I understand that I am not prohibited from accepting employment with a client (or an affiliate of such client) of a *Deloitte Entity*. Before entering into substantive discussions with an *Attest Client* regarding any employment opportunity, I acknowledge and agree that during my *Employment* and for five years thereafter I must first notify *Independence* and obtain prior written approval from *Independence*. I acknowledge and understand that it is the intent of the Employer to interpret and apply this provision (a) in an effort to ensure the full compliance of the *Deloitte Entities* with applicable U.S. and India laws, rules, and regulations; (b) to serve the public interest; and (c) to protect the legitimate interests of the *Deloitte Entities* or their respective *Attest Clients* under applicable U.S. or India laws, rules and regulations in a manner that is no greater than is reasonably necessary to protect such interests and without being unduly harsh and oppressive to me and my interests in future employment with an *Attest Client*. Further, I acknowledge and agree that because of, among other things, the importance of the *Deloitte Entities* remaining in compliance with applicable independence rules, such approval may be withheld by *Independence* in the event that my employment with an *Attest Client* would, in the view of Deloitte LLP, be inconsistent with applicable laws, rules and regulations or jeopardize the independence of a *Deloitte Entity* with respect to such *Attest Client*.

**15. Restrictions re: Personnel and Contractors.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or hiring or of any of its *Personnel* or contractors of the *Deloitte Entities*, or my participation in their hiring, admission or retention, would necessarily involve the unauthorized use or disclosure of *Confidential Information* or the proprietary relationships and goodwill of the *Deloitte Entities*. Accordingly, during my *Employment* and for one year thereafter, I will not, directly or indirectly, (a) solicit or attempt to solicit, or participate in the solicitation of or any attempt to solicit any *Personnel* to leave a *Deloitte Entity*, or to join any firm or business with which I may be or become affiliated; (b) participate in the hiring or admission of any *Personnel*; or (c) cause a contractor of a *Deloitte Entity* to cease providing services to, with, or on behalf of the *Deloitte Entity*.

**16. Post- Employment Restrictions re: Deloitte Property.** Upon termination of my *Employment*: (a) I will not use or disclose *Deloitte Property*, including, but not limited to, *Confidential Information* and *Works*, for any purpose; (b) I will not retain or take with me any *Deloitte Property*; (c) I will immediately deliver to a *Deloitte Entity* at any location that it designates, at my expense, within one business day after the termination of my *Employment* or on an alternate date designated by a *Deloitte*

*Entity*, any *Deloitte Property* that I may then or thereafter hold or control; and (d) I agree to allow a *Deloitte Entity* to inspect any of my personal or home computers, including smart phones, tablet computers, or any device, media or location capable of storing electronic data, to determine whether any *Deloitte Property* resides on such computers and to permit a *Deloitte Entity* to remove such *Deloitte Property*.

## OTHER POST- EMPLOYMENT OBLIGATIONS

**17. Transition of Work and Cooperation.** Upon termination of my *Employment* for any reason, I will cooperate with a *Deloitte Entity* in all matters relating to the completion of pending work and its orderly transfer. I will also cooperate fully with a *Deloitte Entity* in connection with any threat of or actual legal proceeding against a *Deloitte Entity* or any client, customer or licensor of a *Deloitte Entity* arising out of any matter with or of which I had contact or knowledge during my *Employment*.

**18. Notification of Post- Employment Obligations.** I agree that prior to accepting employment or affiliation with another firm or business I will advise such firm or business of my duties and obligations under this Employment Agreement. After my *Employment* ends, I agree that a *Deloitte Entity* shall be permitted to advise any firm or business with which I have accepted an offer of employment or affiliation concerning my duties and obligations under this Employment Agreement.

**19. Certification.** I agree that during or after my *Employment* I will, if requested, provide written certification in such form as the Employer may require that I have complied with my obligations hereunder, including, without limitation, those obligations set forth in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15 and 16 of this Agreement.

## OUR ENFORCEMENT RIGHTS AND REMEDIES IN THE EVENT OF A BREACH

**20. Equitable Relief and Attorney's Fees.** I acknowledge and agree that a breach of this Employment Agreement, including, but not limited to, a breach of my duties and obligations under the terms and conditions of Paragraphs 4, 5, 7, 8, 9, 10, 12, 14, 15 or 16 would cause irreparable harm to the *Deloitte Entities* and that, in addition to other remedies, the Employer on behalf of itself or another *Deloitte Entity* is entitled to a temporary restraining order, an injunction or other equitable relief to prevent any such breach. I also acknowledge that, to the extent permitted by law, a *Deloitte Entity* will be entitled to the payment of the *Deloitte Entities'* reasonable costs and attorney's fees incurred in enforcing this Employment Agreement. I also acknowledge that, to the extent permitted by law, the Employer may request that a court extend the one year period following the termination of my *Employment*, as provided in Paragraphs 12 and 15, to correspond with the period that I participated in activities prohibited by Paragraphs 12 and 15.

**21. Liquidated Damages: Client Fees.** I agree that in the event of a breach under Paragraph 12, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

**22. Liquidated Damages: Compensation.** I agree that the precise amount of damages flowing from a breach under Paragraph 15 would be impracticable or extremely difficult to ascertain in an actual amount. Therefore, I agree that in the event of a breach under Paragraph 15, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by or owed to any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

**23. Right of Inspection.** I agree to permit the Employer (or to use my best efforts to enable the Employer) to inspect my books and records (and the books and records of any entity which employs or is associated or affiliated with me), upon request and at reasonable times, to enable the Employer to confirm the calculations described above and to verify compliance with Paragraphs 12 and 15. The Employer shall keep confidential any proprietary information obtained, except as may be necessary or desirable to enable the Employer to enforce its rights under this Employment Agreement and except as may be required by any statute, court or administrative order to decree or government ruling or regulation.

**MISCELLANEOUS**

**24. Governing Law; Choice of Forum.** This Employment Agreement is deemed to have been executed in the Employer's office in **Hyderabad, Telangana, India** and will be construed and governed in accordance with the laws of the Republic of India without regard to its conflicts-of-law principles. You agree to submit to jurisdiction before any court of record in which the Employer's office to which you were assigned is located, or in which a breach of this Employment Agreement may occur, at the election of the Employer, and you waive any right to raise questions of personal jurisdiction or venue in any action the Employer may bring against you in any such court. You further agree to accept service of process/summons/legal notice from the Employer when that process/summons/legal notice is either sent to your last known address by certified mail or served by any other means permitted under the law of the jurisdiction in which the Employer may bring an action against you.

**25. Modifications.** My obligations hereunder may not be changed or modified, released, discharged, abandoned or terminated, in whole or in part, except by an instrument in writing signed by an *Authorized Signatory*.

**26. Severability.** Every provision of this Employment Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such term or provision will be enforced to the maximum extent permitted by law and, in any event, such illegality or invalidity shall not affect the validity of the remainder of the Employment Agreement.

**27. Blue-Penciling.** If any court determines that any provision of this Employment Agreement, or any part hereof, or the application of any such provision, or any part hereof, to any person or circumstance is unenforceable or void, such court shall have the power to modify such provision, or any part hereof, to the extent necessary to render it legal and enforceable while preserving its intent, or if such modification is not possible, by substituting therefore another provision that is legal and enforceable and that achieves the same objective.

**28. Waiver.** None of my obligations under this Employment Agreement shall be deemed to have been waived by the Employer except if the giving of such waiver is contained in a written notice given to me and no such waiver shall be deemed to be a waiver of any other or further obligation I have under this Employment Agreement.

**29. Entire Agreement.** This Employment Agreement, the Employer's employment application, the Terms and Conditions of Service issued pursuant to the offer of employment and any documentation employing me or transferring me to the Employer, contain the entire understanding between me and the Employer or any other *Deloitte Entity* with respect to the subject matter hereof and supersedes all prior representations, warranties, and agreements with respect to such subject matter, and no representations, warranties or other covenants exist with respect to such subject matter that are not contained or expressly referred to herein. Notwithstanding the foregoing, any written agreement between a *Deloitte Entity* and me with respect to the subject matter hereof that was signed by me prior to the effective date of this Employment Agreement shall remain valid and enforceable according to the terms of such agreement with respect to all acts and omissions occurring prior to the effective date of this Employment Agreement. In the event of a conflict between this Employment Agreement and the employment application or any other document purporting to set forth terms and conditions of my *Employment*, this Employment Agreement will control.

**30. Transfer and Assignment.** Unless as the Employer shall otherwise determine, the rights, obligations and benefits of the Employer under this Employment Agreement, including but not limited to those rights and benefits relating to my post-Employment obligations set forth in this Paragraph 30 and in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19 and 23 above, are transferred and assigned, in whole or in part (as the Employer shall determine) and without the need for my consent or the formality of documentation or prescribed processes, to (a) any *Deloitte Entity* in connection with my transfer to that *Deloitte Entity* or (b) any entity that acquires all or a part of the assets or business of the Employer. All provisions of this Employment Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, representatives, successors, and assigns of the Employer and me, and any *Deloitte Entity* to which I may be transferred during my *Employment*, provided, however, none of my duties or obligations under this Employment Agreement may be assigned or transferred by me to any other person or entity without the Employer's prior written approval of such assignment or transfer. Any purported assignments in violation of this Paragraph 30 shall be null and void.

**31. Headings.** The headings contained in this Employment Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Employment Agreement.

I have read the foregoing, understand it, and agree to comply with its terms.

**For Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
 6718FF75DA89400...

Pooja Madhani

**Talent**

**Authorized Signatory**

Effective as of , I accept all the terms and conditions of the Employer as stipulated in this Employment Agreement.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

**EXHIBIT A**

The definitions below apply to the italicized terms that appear in the Employment Agreement (including the exhibits):

**Attest Client** – attest client (or an affiliate of such client) of Deloitte & Touche LLP or a *Deloitte Entity*.

**Authorized Signatory** – a director, officer or other person who is authorized to sign on behalf of a *Deloitte Entity*.

**Confidential Information** – any information not generally known to the public, in any *Form*, that (1) relates to the operation of a *Deloitte Entity* or provides the *Deloitte Entities* with a competitive advantage, (2) consists of Personally Identifiable Information (*PII*) or other personal information about *Personnel*, client and other third party personnel, independent contractors, subcontractors, agents, vendors, suppliers or others which the Employer or another *Deloitte Entity* receives in the course of business, and (3) all other information entrusted to the Employer or another *Deloitte Entity* by clients and other third parties. *Confidential Information* includes, but is not limited to, *Intellectual Property*, supplier information, designs, business or marketing plans, forecasts and financial information, tax returns, tax identification numbers, agreements, client or prospective client lists, specific information about clients or prospective clients such as preferences for specific products and services, client or prospective client needs based on financial history and past purchases of services, client or prospective client development plans, specific rates charged to a client or offered to a prospective client and other business or client records. *Confidential Information* also includes, but is not limited to, debit or credit card information, employment applications, organization charts, performance ratings and other personnel records.

**Deloitte Entity** – the Employer, Deloitte LLP, and any corporation, company, partnership, limited liability company or other entity (a) that (i) is owned, directly or indirectly, in whole or in part, by Deloitte LLP (the “Deloitte U.S. Firms”), including but not limited to Deloitte LLP subsidiaries in India, the Deloitte Touche Tohmatsu verein, Deloitte Global Services Limited, Deloitte Global Services Holdings Limited, Deloitte Touche Tohmatsu Limited (“DTTL”) or any member firm of DTTL or affiliate thereof (collectively, the “DTTL Member Firms”) or (ii) controls, is controlled by or is under common control with any of the entities listed in clause (i); or (b) in which any *Personnel* participated on its behalf, or carried out any duties with respect to its affairs. For purposes of this Employment Agreement, the term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract, or otherwise.

**Deloitte Property** – *Confidential Information*, *Systems*, equipment, debit and credit cards issued in connection with my *Employment*, furniture, facilities and any and all other materials owned, licensed or leased by a *Deloitte Entity*, including, without limitation, computerized or electronic information and all copies thereof in any form or media, created by, furnished to, obtained by or prepared by me in the course of my employment in any capacity.

**Deloitte India (Offices of the US)** - The following companies shall be deemed to be the affiliates of each other and are collectively referred to as Deloitte India (Offices of the US): (i) Deloitte Consulting India Private Limited (ii) Deloitte Tax Services India Private Limited (iii) Deloitte Support Services India Private Limited (iv) Deloitte Financial Advisory Services India Private Limited and (v) Deloitte & Touche Assurance & Enterprise Risk Services India Private Limited.

**Electronic Communications** – all text, audio, video, images, information, data, files and attachments created, displayed, sent, received, posted, accessed or stored, whether deleted or not, by means of the *Systems*.

**Employment** – the nature of my relationship with the Employer or a *Deloitte Entity* pursuant to this Employment Agreement. Alternatively, and depending on context, *Employment* is the period of time during which this relationship persists.

**Form** - paper, computer disc, USB drive, website; any other tangible or electronic medium by which information may be stored or accessed; and human memory.

**Independence** – National Office (Independence) of Deloitte LLP.

**Intellectual Property** - works of authorship (including, without limitation, books, articles, data compilations, software and other copyrightable materials), materials, patents, inventions, designs, techniques, methodologies, processes, discoveries, know-how, ideas, trade secrets, moral rights, trademarks and other indicia of origin together with the goodwill therein, and all patent applications, copyright and trademark applications and registrations, and extensions and renewals thereof, throughout the world.

**Intellectual Property Rights** – all rights, title and interest in Intellectual Property.

**PCAOB** – the United States Public Company Accounting Oversight Board.

**Personal Creations** – *Intellectual Property* that meet all of the following criteria: (1) it is conceived, developed, and created by me on my own time without using *Deloitte Property* or *Personnel* (during work hours), facilities, *Confidential Information* or *Works* of a *Deloitte Entity*, (2) it is unrelated to the actual or reasonably anticipated business or research and development of a



*Deloitte Entity*, and (3) it does not result from any work performed by me and the *Personnel* (during work hours) for a *Deloitte Entity*.

**Personnel** – partners, principals, members, officers and employees of a *Deloitte Entity*.

**PII** – information (excluding business contact information such as an individual's name and one or more of the following: organization name, organizational title, organizational role, business address, business telephone number (including business cell phone number and business email address) relating to an identified or identifiable natural person. An identifiable natural person is a natural person who can be identified, directly or indirectly, by reference to an identification number or factors specific to his or her physical, physiological, mental, economic, cultural or social identity. Set forth below is a non-exclusive list of information that constitutes PII when such information relates to an identified or identifiable natural person:

- Account number (bank account, credit card, etc.)
- Address
- Biometric identifier
- Certificate or license number
- Date of birth
- Government identifiers (such as PAN)
- Name\*
- Personnel Number
- Photograph or video identifiable to an individual
- Vehicle identifier or serial number
- Other information related to an individual that may directly or indirectly identify that individual (e.g., salary, performance rating, purchase history, call history, etc.)

\* Note: When an individual's name is used with PII that is not business contact information, it is included in the definition of PII.

**Pre-existing Agreements or Arrangements** – agreements or arrangements that (1) relate to any *Pre-existing Creations*; or (2) may affect my ability to comply with the requirements of this Employment Agreement, including all contractual and other restrictions or obligations with other parties, including any post-employment restrictions and required notifications to the extent applicable under 18 United States Code §207, CFR 3.104-4, and India laws, rules and regulations that may or will impose limitations on my professional activities during my *Employment* (such as any non-compete agreements with prior employers and the one-year ban on lobbying contacts).

**Pre-existing Creations** – any *Intellectual Property* and *Intellectual Property Rights* that were developed or created by me, alone or with others, or otherwise acquired by me, before the period of my employment in any capacity with the Employer, in which I claim any ownership or right.

**Proceedings** – past or pending (1) actual or threatened claims or complaints of, or arising out of service to, present or former clients, (2) regulatory, self-regulatory, disciplinary, administrative, civil or criminal investigations, inquiries, charges, complaints, actions, sanctions, alternative dispute resolution proceedings, other proceedings or matters (other than criminal proceedings which relate solely to the operation of a motor vehicle) of any kind or nature, in India or any other jurisdiction, against me, including criminal proceedings arising out of my provision of professional services, proceedings brought by a professional association, or proceedings involving the Securities and Exchange Board of India, United States Securities and Exchange Commission or the PCAOB, other professional bodies like the Institute of Chartered Accountants of India or (3) matters of any kind or nature which could adversely affect my association with the Employer or my ability to perform my duties or responsibilities to the Employer, whether set forth in this Employment Agreement or otherwise, or my registration with or licensure by any governmental, quasi-governmental, or other regulatory agency, body or entity, in or outside the United States or India.

**Systems** – the communications systems or any part of such systems that a *Deloitte Entity* owns, licenses or operates and approves for use, including, but not limited to, e-mail, text messaging, Lotus Notes, Deloitte Online (eRoom), instant messaging, local area network, wide area network, Intranet (e.g., DeloitteNet, D Street), Internet, extranet, collaborative tools (e.g., blogs, wikis, etc.), laptop and desktop computers, servers, air cards, Personal Digital Assistants, cell phones, telephones and voicemail.

**Works** – all *Intellectual Property*, in any *Form*, created by me, alone or with others, during the period of my *Employment* that (1) is created within the scope of my *Employment*; (2) relates in any manner to the actual or anticipated business, research, or development of a *Deloitte Entity*; (3) results from any work assigned to or performed by me, alone or with others, for the Employer; or (4) is created with the use of *Deloitte Property*.

**EXHIBIT B****Pre-existing Creations; Pre-existing Agreements or Arrangements**

I understand and agree that the Employer makes no attempt to verify my claim of ownership to any of the *Pre-existing Creations* listed, and makes no admission that any *Pre-existing Creations* listed are owned by me.

[If yes, please enter details below]

Yes, I do have *Pre-existing Creations*, *Pre-existing Agreements or Arrangements*

No, I do not have *Pre-existing Creations*, *Pre-existing Agreements or Arrangements*

<b><u>Title</u></b>	<b><u>Date</u></b>	<b><u>Brief Description</u></b>
---------------------	--------------------	---------------------------------

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Print)

ACCEPTED AND AGREED TO:

**Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
6718FF75DA89400...

Pooja Madnani

**Talent**

Its: *Authorized Signatory*

\_\_\_\_\_  
Date

An *Authorized Signatory's* signature is required only if *Pre-existing Creations* or *Pre-existing Agreements* or *Arrangements* are listed pursuant to Paragraphs 2 and 11 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment made in light of Paragraph 2 that *Pre-existing Creations*, if any, are described and explained in sufficient detail so that the likelihood of confusion between the employee's *Pre-existing Creations* and the *Intellectual Property* of a *Deloitte Entity* can be avoided or minimized in the future and further indicates that the *Pre-existing Agreements* or *Arrangements* have been obtained and reviewed and that the *Authorized Signatory* is satisfied that such *Pre-existing Agreements* or *Arrangements* will not interfere with the employee's ability to comply with the requirements of this Employment Agreement.

**EXHIBIT C**

**Proceedings**

[none, unless otherwise specified]

Yes, I do have *Proceedings* to report

No, I do not have *Proceedings* to report

My signature below certifies that to the best of my knowledge, the information I have provided above, pursuant to Paragraph 3, is complete and accurate.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

**EXHIBIT D**

**Exceptions to Post-Employment Restrictions: re: Clients**

[none, unless otherwise specified]

As specified in Paragraph 13, I agree that after a period of three (3) years from my start date or the date of my employment, as the case may be, the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on Exhibit D to support the application of the obligations of Paragraph 12 to those clients.

Yes, I do have  
Post-Employment Restrictions  
re: Clients

No, I do not have  
Post-Employment Restrictions  
re: Clients

<u>Name of Client</u>	<u>Specified Kind of Services(s) Permitted</u>
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ACCEPTED AND AGREED TO:

**Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
6718FF75DA89400...

Pooja Madnani

**Talent**

Its:     Authorized Signatory	_____
	Date

I have read and understood the above policy terms.

_____	_____	_____
Signature	Name	Date

A n *Authorized Signatory's* signature is required only if information is provided pursuant to Paragraph 13 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment that criteria in Paragraph 13 have been fully satisfied, the clients listed have been properly identified, and the kinds of services permitted have been described with sufficient specificity.

## Terms and Conditions of Service

In continuation to our offer of employment with **Deloitte Tax Services India Private Limited** (the "Employer"), please note the terms and conditions of service.

The italicized terms in these Terms and Conditions of Service are defined in **Exhibit A** of the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement hereto.

### Terms of Service

#### 1. COMPLIANCE WITH INDEPENDENCE, ETHICS AND OTHER REQUIREMENTS

Deloitte & Touche LLP performs attest services for certain of its clients and is subject to the independence requirements of, among others, the United States Securities and Exchange Commission (SEC), the United States Public Company Accounting Oversight Board (PCAOB), and the American Institute of Certified Public Accountants (AICPA). These requirements mandate that certain of the Employer's employees and their relatives be independent of some or all of such attest clients and their affiliates in accordance with the policies of Deloitte LLP and its subsidiaries (the "Deloitte US Entities").

Upon joining the Employer, you will be asked to review a listing of the attest clients and the affiliates of such clients of certain of the Deloitte US Entities and disclose relationships or financial holdings that you or your relatives may have that could affect the independence of the Deloitte US Entities. Any relationships or holdings that conflict with, among other things, the requirements of the SEC, the PCAOB or the AICPA or the independence or ethics policies of the Deloitte US Entities will need to be resolved immediately. Further, you will be required to comply with these policies throughout your career with the Employer, including, when applicable, maintaining a current list of certain of your financial interests (but not their value) in the independence tracking system.

As a condition to your joining the Employer and continued employment, you are required to complete a representation regarding your understanding of, and compliance with, independence and other matters, on a periodical basis (as requested beginning on or prior to the date of you joining the Employer, annually thereafter, and upon certain changes in your role in the Employer), the details of which are provided in the independence representation. An example copy of this representation form is available for your reference on [www.deloittenet.com](http://www.deloittenet.com). The representation should be made to the best of your knowledge and ability. It is your responsibility to consult on any matter should you be uncertain or have a question. You are also requested to refer to [www.deloittenet.com](http://www.deloittenet.com) and *Independence* for more information in this respect. The representations made by you will be subject to an audit and may be reviewed by Deloitte LLP representatives and shared with certain third parties. If you are selected for such an audit, you will need to submit certain personal financial records to Deloitte LLP's internal audit team. Please be assured that Deloitte LLP fully intends to keep all information obtained through the audit process confidential and secure. You hereby give your consent to Deloitte LLP to use the information provided by you for such purposes as provided in the policies regarding independence and ethics.

In the event you (i) do not cooperate or comply with the independence requirements, or (ii) do not complete the necessary representations, or (iii) make inaccurate representation(s); you may be subject to disciplinary action including and up to termination of employment with the Employer.

Please feel free to contact or consult *Independence* should you require any further information or if you have any specific concerns in this respect.

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#### 2. NON DISCLOSURE, NON SOLICIT AND INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AGREEMENT ("Employment Agreement")

You will be expected to sign the Employer's Employment Agreement. Please contact Talent for further details.

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#### 3. HARRASSMENT POLICY

**Administrative Policy Release ("APR") 213** is the Employer's policy prohibiting harassment. Deloitte LLP's subsidiaries located in India ("Deloitte India (Offices of the US)") are committed to providing a working environment that is free from harassment based on caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis, in accordance with applicable Indian central, state or local law. Expressly forbidden are unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Depending on the circumstances, such harassment may also include conduct such as stereotyped or demeaning remarks or gestures or the display or circulation, whether in writing or electronically, of materials or pictures offensive to persons because of their caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis in accordance with applicable Indian central, state or local law. The full policy will be accessible to you on DeloitteNet after joining Deloitte U.S. India.

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#### 4. WORKING HOURS, HOLIDAYS, LEAVES AND MATERNITY BENEFITS

You will be provided with your standard working hours, which may vary over the course of your career. The Employer may, from time to time, subject to applicable laws, require the employee to work beyond these hours.

You shall be entitled to paid holidays and leave as per the Employer's policies.

Women employees are eligible for maternity benefits as per the recent amendments (2017) in the maternity benefit act, 1961, including having 26 weeks of maternity leave with pay, as applicable.

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#### 5. RETIREMENT AGE

The age of retirement for employees of Deloitte India (Offices of the US) is 60 years. Your employment will therefore automatically terminate at the end of the month in which you attain 60 years.

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#### 6. TRANSFERS

You may be transferred, assigned, or asked to attend training at the offices of a Deloitte Entity or its clients or third parties in India or abroad with or without additional compensation. In such an event, you will also be governed by the terms and conditions of service applicable to the transfer, assignment, or training.

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#### 7. NOTICE PERIOD FOR TERMINATION OF SERVICES

The notice period for termination of your services is **60 Days** by either side and/or salary in lieu of notice period on part of the Employer only.

The Employer expects all employees to maintain the highest standards of professional conduct at all times.

In order to assure orderly operations and provide the best possible work environment, the Employer expects you to follow rules of conduct that will protect the interests and safety of all personnel, including but not limited to the Code of Ethics and Professional Conduct.

In the event of any breach of the Code of Ethics and Professional Conduct, non-performance of a contractual obligation or the terms and conditions laid down in this Annexure, or if you engage in any misconduct whether or not in connection with or affecting the business or affairs of the Employer or the work conduct, as specified by Employer, you will be subject to disciplinary action up to and including termination of your services/ employment with the Employer without any notice or payment in lieu of notice notwithstanding any other terms and conditions stipulated herein.

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#### 8. MISCONDUCT

Misconduct may include but is not limited to:

- Irregular attendance: repeated or excessive absence, tardiness or early departures/ late comings without approval.
- Unreported or unapproved absence (including overstay of leave) for more than five consecutive days or deviation from assigned and accepted schedule for more than five days.
- Falsification or manipulation in background verification process or employment records, employment information, or other records prior to or after joining the Employer.
- Falsification or manipulation of Deloitte Time & Expense (DTE).
- Knowingly providing false statements, either verbally or in written form.
- Neglect of normal duties and functions.
- Practices such as reading personal materials during working time, having obscene or inappropriate posters or screen savers at your work station, playing games at your work station, etc.
- Continued discharge of work functions that do not meet the standards reasonably expected.
- Breach of the confidentiality provision in the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement including disclosing to any unauthorized person any *Confidential Information* or *PII*.
- Willful insubordination or disobedience, whether or not in combination with another, of any lawful and reasonable instructions of any member of management or any authorised person.
- Engaging in unapproved outside employment and activities as defined in APR 218 (US & IND)

([https://deloitte.net.deloitte.com/About/Policies/Admin/Pages/218\\_OutsideEmploymentActivities\\_US.aspx](https://deloitte.net.deloitte.com/About/Policies/Admin/Pages/218_OutsideEmploymentActivities_US.aspx)).

- Installing, downloading, copying or duplicating any unauthorized or unlicensed software, programs, games, or attachments on any computer system of the Employer or of any *Deloitte Entity* or its clients.
- Engaging in any illegal activities.
- Workplace violence, including threats of physical violence.
- Corporate credit card delinquencies.
- Causing damage to the property of the Employer, any *Deloitte Entity*, its clients, or their respective personnel
- Going on or abetting a strike in contravention of any law.
- Theft of any property belonging to another, the Employer or any *Deloitte Entity*, or their respective personnel, clients, or visitors
- Possession of firearms, explosives, knives or any instruments that can be used as an injurious or deadly weapon in the workplace or at any *Deloitte Entity* sponsored event.
- Corruption, fraud, or misappropriation of funds.
- Failure to comply with the policies, guidelines, rules and regulations of the Employer or a *Deloitte Entity* as applicable.
- Excessive personal use of the Employer's telephone, fax or computer systems.
- Failure to adhere to applicable laws.
- Any act prejudicial to or in conflict with the interests of the Employer or a *Deloitte Entity*.

The above terms and conditions are based on, and should be read in conjunction with, the Employer's policies, guidelines, procedures and other rules currently applicable, including but not limited to Administrative Policy Releases (APRs) and Deloitte India (Offices of the US)'s other policies, guidelines, rules, and regulations. The above rules are subject to amendments from time to time and the amended rules, policies, procedures, and guidelines would be posted on the Employer's Intranet site i.e. <https://deloitte.net.deloitte.com/Pages/Home.aspx> for employee reference. The policies will be updated from time to time in the future and we deem to have your consent to any and all such changes. Furthermore, upon acceptance of employment with the Employer, you may be requested to read and acknowledge acceptance of various policies and guidelines of the Employer. It is expected that you will read and acknowledge all such communications.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name



### Training Agreement

On behalf of **Deloitte Tax Services India Private Limited**, please accept our congratulations on your recent offer of employment to join the Company as **Tax Consultant I** pursuant to the terms and conditions of your offer letter dated **August 26, 2024**. You made a very favorable impression with everyone you met and we are excited about the possibility of you joining the Company.

As you may be aware, as a condition of employment with the Company, you may be required to travel Overseas to attend a series of training sessions for a period of up to 90 days. This training will be a combination of classroom procedural training as well as on-site training to observe employees conducting similar work at various client locations. This training represents the confidence we have in your ability to be a valuable member of the practice of the Company.

As per Company policy, we kindly bring to your attention that all employees attending training overseas are required to sign a Training Agreement which will obligate the employee to repay a calculated amount of the costs associated with the training, only if the employee resigns his/her position or are terminated for cause within a specified period after completion of the training (usually between 6 to 18 months). This repayment obligation disappears after the specified period of time has lapsed. We all look forward to seeing you again soon and having you join our team of outstanding professionals.

Sincerely,

For **Deloitte Tax Services India Private Limited**

DocuSigned by:

*Pooja Madhani*

6718FF75DA89400...

By:

Signature

**Authorized Signatory**





**Deloitte Tax Services India Private Limited**  
**Deloitte Tower Survey No. 41 Gachibowli Village, Ranga**  
**Reddy District, CIRCLE 3, Hyderabad - 500032, Telangana,**  
**India**

**Tel: +91 040 67621000**  
**www.deloitte.com**

**Subject: Offer of Employment**

**Dear VINAY B:**

On behalf of **Deloitte Tax Services India Private Limited** (the "Employer" or "Company"), I am pleased to confirm our offer of employment to you as **Tax Consultant I** based in **Hyderabad**.

We extend this offer, and the opportunity it represents, with great confidence in your abilities. You have made a very favorable impression with everyone you met and we are excited with the prospect of you joining our organization on **JUNE 26, 2022**.

Your immediate manager will communicate details of your role and work responsibilities in the initial weeks of your joining the Employer. During your employment, the Company may require you to work on any project that you are assigned to, on any technical platforms/skills and nature of the project, in differentiated work timing, at designated work space and location as may be decided by the company.

As part of your annual compensation, you will receive a Total Salary of **Rs 382500** and, will be eligible for a performance linked variable bonus. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount could vary depending upon the business and individual performance each fiscal year and, in some situations, could exceed the payout range indicated. Any amounts paid will be subject to statutory and other deductions as per Employer policies and practices. The details of your compensation breakdown are provided in the attached Annexure A.

As an incentive to join the Company, you are eligible to receive a joining bonus of **Rs./₹ 100,000/-** subject to your reporting for full-time employment on **JUNE 26, 2022**. This amount will attract applicable taxes and will be processed as part of your first month's payroll. You will have an obligation to repay the entire amount of your joining bonus if you resign your position or are terminated for cause by the Company within **12 months** of your start date.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

Your employment with us will be governed by the Terms and Conditions as detailed in **Annexure B**, as well as any and all rules, regulations, guidelines, policies and practices of the Employer, which may be amended from time to time. Deloitte LLP and its U.S.-based subsidiaries (the "Deloitte U.S. Firms") requires their employees to make the necessary representations regarding independence and other matters. Because the Employer is an Indian subsidiary of Deloitte LLP, we must also comply with these independence requirements. Accordingly, this offer is conditional upon you agreeing to make such representations under the Employer's Independence Representations requirements, as further explained in **Annexure B**.

Your compensation details are confidential, and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization. We would like you to join the Employer on, or an alternative mutually agreed upon date.

This offer letter, together with the Annexures described herein, and the Non-Disclosure, Non Solicit and Intellectual Property Rights Assignment Agreement, the Information Security Policy (which you are required to sign upon joining), constitute the entire agreement between the parties with respect to the subject matter of this offer, and supersedes all other previous or contemporaneous oral or written representations, understandings or agreements relating to the subject matter of this offer between you and the Employer or its affiliates.

In compliance with applicable laws, Deloitte India (Offices of the US) provides its professionals with home pick-up and drop transport services within **pre-defined** boundary if their shift timings are between 8:30 p.m. - 6:00 a.m. in Hyderabad, 9:00 p.m. - 6:00 a.m. in Mumbai, Pune; 7:00 p.m. - 6:00 a.m. in Gurugram, 8:00 p.m. - 6:00 a.m. in Bengaluru, Chennai, and Kolkata.


This letter and **Deloitte Tax Services India Private Limited** employment application are intended to be final. To accept the offer and the terms of this letter, please sign below in the space provided within three business days.

everyone you have interviewed with joins me in extending to you congratulations and warm regards. We look forward to you joining our team.

Sincerely,

**For Deloitte Tax Services India Private Limited**

Best regards,

By:   
Signature

**Authorized Signatory**

**Acceptance**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Annexure A****Tax Consultant I -**

<b>Description</b>	<b>Monthly</b> (Rs. per month)	<b>Annual</b> (Rs. per Annum)
Basic Pay	<b>17,500</b>	<b>210,000</b>
House Rent Allowance (HRA)	<b>8,750</b>	<b>105,000</b>
Special Allowance <sup>1a &amp; 1b</sup>	<b>11,867</b>	<b>142,404</b>
Leave Travel Allowance <sup>2</sup>	<b>1,750</b>	<b>21,000</b>
Differential Allowance	<b>5,833</b>	<b>69,996</b>
Meal Card <sup>3</sup>	<b>2,200</b>	<b>26,400</b>
Employer's contribution to PF	<b>2,100</b>	<b>25,200</b>
<b>Total Salary (in Rs.)</b>	<b>50,000</b>	<b>600,000</b>
Variable Bonus*	You are eligible for a performance linked variable bonus. It will be paid out at the end of the fiscal year, as applicable and on the basis of your individual performance and performance of the business	
Medical Insurance Premium <sup>4</sup>	<b>3,014</b>	<b>36,167</b>

\*The Variable Bonus will vary, primarily based on your individual performance and the performance of the business, during the Employer's fiscal year which is June through May. Your performance will be formally assessed as a part of the Employer Performance Review Cycle Process. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount will vary depending upon the business and individual performance and in some circumstances, could exceed the payout range indicated. The performance of all the employees who have joined the Employer prior to March 1st will be assessed for the fiscal year ending in May. The disbursement of a Variable Bonus, if applicable, is subject to you being active on the rolls of the Employer, during the Annual Incentive Program payout cycle for the fiscal year. For employees joining during the period March 1st to May 30th, a prorated Variable Bonus, if applicable, will be based on the first year-end review ratings in the subsequent year and paid during the Annual Incentive Program payout cycle of that year. The Variable Bonus will not be paid in the event of termination of employment for any reason on or before the disbursement time. The application and interpretation of, and any determinations related to, the Variable Bonus is at the sole discretion of Employer. Employer may amend or terminate the Variable Bonus at any time. All compensation and benefits are based on employee's position with the Employer in India.

Contd/-....

Annexure A

<sup>1</sup>All employees may claim tax exemption, subject to tax rules from time to time, from their Special Allowance component, expenses incurred towards communication and Driver / Fuel & Maintenance Expenses as per eligibility mentioned below:

**Employee Level -  
Tax Consultant I**

<sup>1a</sup>Communication Expenses

<sup>1b</sup>Fuel Expenses

*Only one Post paid mobile, one Land Phone  
and One internet connection bill(s) can be  
claimed.*

*Petrol / Driver / Insurance / Repairs &  
Maintenance*

**Rs./₹ 3,000/-** per month

**Rs./₹ 7,500/-** per month

<sup>1a</sup> The internet/telephone/mobile bills should be in the Employee's name.

<sup>1b</sup> For claiming vehicle running expenses (Driver / Fuel / Repairs & Maintenance expenses) the vehicle has to be in the name of the Employee and the current tax rules are as under. The above limits will be applicable for all those who are on company car lease program and the below limits will apply for all those who are on self-owned car. In case of company leased car, taxability would be as per the current perquisite valuation rules.

Nature of Expenses	Own Vehicle –Maximum Tax exemption limit per month		
	4 Wheelers (Engine Capacity)		
	<= 1600 cc	> 1600 cc	Two Wheelers
Fuel & Maintenance	Rs. 1,800	Rs. 2,400	Rs. 900
Driver's Salary	Rs. 900	Rs. 900	Not applicable

All employees at and above **Senior Staff** are eligible for the company car lease program. If you choose to avail of this benefit, the amount towards lease rental will be paid by the firm on your behalf to the leasing company and your compensation structure will be adjusted accordingly. A revised letter with the new compensation structure will be issued that will supersede this letter for all practical purposes.

<sup>2</sup> The Leave Travel Allowance (LTA) will be paid on a monthly basis as an allowance with tax deducted at source. If you choose to avail the tax benefit on LTA, you should submit proof of expenses incurred by you for Self and / your immediate dependents. The taxability or otherwise of LTA will be as per the Income Tax Act 1961, details of which will form part of the LTA Form.

<sup>3</sup> Meal Card amount will be credited at the start of each month and for the first month (For New Hires) prorated amount will be processed as part of payroll. If not collected, it will be processed as a taxable amount with the salary.

<sup>4</sup> Annual Floating Medical Insurance Coverage for self and **6 dependents** is being paid by the Employer on your behalf. The premium amount is subject to change every year post renewal of insurance policy. In case you opt for an enhancement of the coverage limit, the additional premium will be adjusted accordingly from the special allowance.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

You may also be eligible to either a One-time Stipend or a temporary lodging basis joining the registered office location, you will receive a survey from Deloitte prior to your joining.

You may select the best option for availing the relocation assistance. If an employee who has availed this reimbursement decides to quit within 18 months from the date of relocation claim for whatever reason, the relocation reimbursement paid to the employee will be recovered in full, from the employee's full and final settlement.

By joining the Company, you will become a member under the 'Deloitte USI Employees Welfare Trust' and may be required to make a nominal contribution as a member.

Original bills towards the above components should be submitted during the Income Tax fiscal period evidencing the expenditure to get Income Tax exemption, failing which the same will attract applicable Income Tax.

Submission of false, tampered or altered bills as proof of expense for any of the above components will result in disciplinary action including termination of employment.

**Your compensation above is subject to income tax deduction per rules and guidelines prescribed under the prevailing tax laws. This may change from time to time in line with the amendments done in tax laws.**



## Annexure B

### **Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement ("Employment Agreement")**

In consideration of my employment by **Deloitte Tax Services India Private Limited**, an Employer incorporated under the provisions of the Companies Act, 1956 and having its registered office **Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District, CIRCLE 3, Hyderabad - 500032, Telangana, India** (the "Employer") as **Tax Consultant I** - and other valuable consideration, I acknowledge and agree that:

#### **PRELIMINARY MATTERS**

**1. Defined Terms.** The italicized terms in this agreement (the "Employment Agreement") are defined in **Exhibit A** hereto.

**2. Pre-existing Agreements or Arrangements.** I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Agreements or Arrangements*. The Employer expects me to abide by all restrictions or obligations that are contained in such Pre-existing Agreements or Arrangements and to avoid involvement, while employed by the Employer, in any matter that could pose a conflict as a result of confidential information or intellectual property obtained by me prior to my *Employment*. I further represent that none of these restrictions or obligations, including those set forth in any non-compete agreements with prior employers, is inconsistent with my acceptance of the Employer's offer of *Employment* or my becoming, and serving as, **Tax Consultant I** of the Employer. To the extent applicable and if I am joining the Employer after having served as an employee or official of the United States Government, I further represent that: (1) I have disclosed my prior participation, if any, in any discussions or negotiations with, or decisions to award contracts to, the Deloitte U.S. Firms while I was employed by the United States Government; and (2) I had either recused myself or had not played an active role in the applicable United States Government agency's decision to award any contracts to the Deloitte U.S. Firms while I was employed by the United States Government.

#### **PROTECTION OF OUR BUSINESS**

**3. Reporting of Proceedings.** Except as provided by law and except as I have disclosed in writing on **Exhibit C** to this Agreement, I represent and warrant that I have no *Proceedings* to report. Should I become a subject of any *Proceedings* during my association with the Employer, I agree to immediately report, in writing, all relevant facts to the Chief Talent Officer of Deloitte LLP, the Regional Talent Director of the Employer, and the Chief Ethics and Compliance Officer of Deloitte LLP. I understand that my responses are subject to audit and review by the Employer and others in accordance with applicable professional, ethical, legal, or Employer requirements, rules, regulations, policies, or practices, or other requests.

**4. Confidentiality.** I acknowledge that, by virtue of my *Employment*, I will acquire and be exposed to, have access to, make use of and/or create *Confidential Information*. Therefore, I agree to hold in trust and confidence all such *Confidential Information*. I will neither disclose any such *Confidential Information* to anyone outside a *Deloitte Entity* without the prior written approval of an *Authorized Signatory*, except as required by my authorized duties for the Employer, nor use any such *Confidential Information* for any purpose other than for the benefit of a *Deloitte Entity*.

**5. Third Party Information and Property.** I agree that during my *Employment*, I shall not use or disclose any confidential information or intellectual property of any former employer or other person or entity without the prior written authorization of such employer, person or entity and the prior written consent of an *Authorized Signatory*. If I were to use or disclose any such Confidential Information or Intellectual Property without prior consent, and any of the *Deloitte Entities* become the subject of any claim from a third party regarding such unauthorized use or disclosure, I agree to hold harmless and indemnify the *Deloitte Entities* for any legal defense costs and/or damages related to any such claim.

**6. Authorization.** Only employees of the Employer holding a senior or managerial position with the Employer will be authorized by a specific authorization, delegation, or power of attorney to sign legal documents, representing the Employer. Similarly, only such authorized employees of the Employer may speak about the Employer, the business and plans, various client-related projects etc.

**7. Competing Activities and Conflict of Interest.** During the period of my *Employment* I will not, directly or indirectly, participate in or in any way render services or assistance to any business that is or may be competitive with a *Deloitte Entity*, whether or not for compensation, or engage in any conduct which might result in, or create the appearance of using my position for private gain or other than for the benefit of a *Deloitte Entity*, or otherwise create a conflict, or the appearance of a conflict, of interest with a *Deloitte Entity*. Such conduct shall include, but not be limited to, having an undisclosed financial interest in any vendor or supplier of a *Deloitte Entity*, accepting payments of any kind or gifts other than of a nominal value from vendors, clients or suppliers, or having an undisclosed relationship with a family member or other individual who is employed or

associated with any entity in active or potential competition with a *Deloitte Entity*, and which creates a conflict of interest. I represent and warrant that I am not currently aware of any present or past violation of this provision.

**8. Authorization to Access Systems and Electronic Communications and use of Deloitte Property.** I understand that while employed with a *Deloitte Entity*, I will use and have access to the Systems. I also acknowledge that a *Deloitte Entity* has the right at any time to access, retrieve, delete, monitor, examine, use and/or disclose my Electronic Communications and information from (or about) me and the content, without notice to me, and that such *Electronic Communications* are considered part of a *Deloitte Entity's* business and client records and are not to be considered private or personal to me or any other *Personnel*. I further acknowledge that this right extends to *Electronic Communications* transmitted for either a business or personal purpose.

I agree that I am authorized to access the *Systems* only for approved business purposes and occasional personal use if such use does not interfere with my work responsibilities and other required business activities, business operations, or *Systems* performance. However, I also acknowledge that such occasional personal use does not create an expectation of privacy as to any of my personal *Electronic Communications* and, as such, are *Deloitte Property*.

I further acknowledge that I am not authorized to use the *Systems* for personal gain or any illegal or unethical use. I agree that under no circumstances am I authorized to access any of the *Systems* for the purpose of obtaining *Deloitte Property* for a competitor of a *Deloitte Entity*, transmitting *Deloitte Property* to me (e.g., emailing *Confidential Information* to my personal email address) or to a third party for purposes other than furthering the business objectives of a *Deloitte Entity*. I am not authorized to download a *Deloitte Entity's Confidential Information* or other *Deloitte Property* to removable media such as a CD Rom, disk or thumb drive other than as authorized for furthering the business objectives of a *Deloitte Entity*.

I will be responsible for the safe keeping and return in good condition and order of all the *Deloitte Property* that may be in my use, custody, care or charge. For the loss of any *Deloitte Property* in my possession or custody or for which I have been assigned responsibility, the Employer will have a right to assess on its own basis and recover from me, the damages in respect of such materials (out of the amounts due to me or otherwise) and to take such other legal action as it deems appropriate including termination of my employment without notice or payment in lieu thereof in the event of my failure to account for such material or property to its satisfaction.

**9. Security.** I am provided with a worktable and lockable storage space. I will ensure they are locked when unattended and understand that a duplicate key will only be provided if I sign for it. I am required to display my identity card to the appropriate security personnel on demand and at all times within the office premises.

**10. Ownership of Works.**

a. I agree that the Employer owns all rights, title and interest in and to all *Works*.

b. I agree that all *Works* are deemed works made for hire under India copyright or applicable laws or equivalent laws of any applicable foreign jurisdiction, and all *Intellectual Property Rights* therein vest automatically in the Employer upon creation of the *Works*. I agree that, to the extent any *Work* is held not to be a work made for hire, I hereby irrevocably assign all *Intellectual Property Rights* in the *Work* to the Employer. Notwithstanding anything contained in Section 19(4) of the Indian Copyright Act, 1957, I agree that such assignment shall continue to be in force for perpetuity irrespective of whether or not the Employer exercises its rights as the assignee for any period of time.

c. I will at all times, even after termination of my *Employment*, do whatever the Employer reasonably requests of me, at the Employer's expense, to document the assignment of any *Works* to the Employer or to assist the Employer in pursuing, renewing, extending or assigning any *Intellectual Property Rights*, and otherwise perfecting, protecting and enforcing said *Intellectual Property Rights* in, any *Works*. I agree that, as between me and the Employer, the Employer shall be the sole author, inventor, and owner of all such *Works* and *Intellectual Property Rights* therein throughout the world, and that the Employer shall have the sole right to seek copyright registrations, patents or trademark registrations, including all extensions and renewals thereof. I also hereby agree that I waive all moral rights in any *Works*.

I also agree to assign all my right, title and interest in and to any particular *Works* to a third party as directed by the Employer.

In the event the Employer is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraphs, I hereby irrevocably designate and appoint the Employer and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and in my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraphs with the same legal force and effect as if executed by me. I hereby waive any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any *Works* assigned hereunder to the Employer.

d. During a 12 month period after termination of my *Employment*, I agree that any *Intellectual Property* I create or conceive that results from and is related to any work assigned to or performed by me for the Employer, or that was created using *Deloitte Property*, is a *Work* that is subject to Paragraph 10 (b) above. For purposes of clarification, the foregoing provision is in addition to, and not in limitation of, any rights and remedies the Employer may have under the applicable laws protecting *Intellectual*

*Property of the Deloitte Entities.*

e. I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Employer) of all *Works* developed by me during the period of my employment with the Employer, which records shall be available to and remain the sole property of the Employer at all times.

**11. Pre-existing Creations; Personal Creations.** My obligations in Paragraph 10 do not apply to *Pre-existing Creations* and *Personal Creations*. I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Creations*. I acknowledge and agree that I will not assert any ownership rights against the *Deloitte Entities*, or their respective clients, with respect to any *Pre-existing Creations* unless they appear on **Exhibit B**, and **Exhibit B** has been accepted and agreed to by an *Authorized Signatory* who has signed at the bottom of such **Exhibit B**. I further agree that I shall not use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment* without the prior written consent of an *Authorized Signatory*. To the extent that I use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment*, I agree that, except as otherwise provided in a written agreement executed by me and the Employer, I hereby grant to the Employer an irrevocable, royalty free, perpetual, fully paid up, transferable, sub-licensable license to use, reproduce, distribute, display, perform, modify and create derivative works of and otherwise exploit such *Pre-existing Creations* or *Personal Creations* for any purpose including, but not limited to, client engagements.

**12. Post- Employment Restrictions re: Clients.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or serving of certain clients related to my work for a *Deloitte Entity* would necessarily involve the unauthorized use or disclosure of *Confidential Information*, and the proprietary relationships and goodwill of the *Deloitte Entities*, and, in the case of my serving of certain clients, could compromise the full compliance of the Employer or another *Deloitte Entity* with the applicable laws, rules and regulations of a U.S. or India regulatory body or other independence-related requirement of a regulatory body. Accordingly, during the period of my *Employment* and for a period of one year thereafter, I will not, directly or indirectly, solicit or provide services to any existing client of a *Deloitte Entity* with which I had personal contact and provided services during the two-year period prior to termination of my *Employment*.

**13. Exceptions to Post- Employment Restrictions re: Clients.** I understand that the obligations of Paragraph 12 will not apply for a period of three (3) years after my start date or the date of my promotion or transfer to clients of a *Deloitte Entity* and/or certain specified kinds of services rendered to such clients that meet all of the following criteria: (a) are personal clients of mine who came to a *Deloitte Entity* solely to avail themselves of certain specified kinds of services rendered by me and only as a result of my own independent recruitment efforts, which a *Deloitte Entity* neither subsidized nor otherwise financially supported as part of a program of client development, (b) are listed on **Exhibit D** expressly by name with respect to client and with sufficient specificity with respect to the kinds of service(s) that I will be permitted to render, and (c) are accepted and agreed to as to their listing on **Exhibit D** by an *Authorized Signatory* who has signed at the bottom of such Exhibit. I agree that after a period of three (3) years from my start date or the date of my promotion or transfer the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on **Exhibit D** to support the application of the obligations of Paragraph 12 to those clients.

**14. Future Employment with Clients.** Except as otherwise provided herein, I understand that I am not prohibited from accepting employment with a client (or an affiliate of such client) of a *Deloitte Entity*. Before entering into substantive discussions with an *Attest Client* regarding any employment opportunity, I acknowledge and agree that during my *Employment* and for five years thereafter I must first notify *Independence* and obtain prior written approval from *Independence*. I acknowledge and understand that it is the intent of the Employer to interpret and apply this provision (a) in an effort to ensure the full compliance of the *Deloitte Entities* with applicable U.S. and India laws, rules, and regulations; (b) to serve the public interest; and (c) to protect the legitimate interests of the *Deloitte Entities* or their respective *Attest Clients* under applicable U.S. or India laws, rules and regulations in a manner that is no greater than is reasonably necessary to protect such interests and without being unduly harsh and oppressive to me and my interests in future employment with an *Attest Client*. Further, I acknowledge and agree that because of, among other things, the importance of the *Deloitte Entities* remaining in compliance with applicable independence rules, such approval may be withheld by *Independence* in the event that my employment with an *Attest Client* would, in the view of Deloitte LLP, be inconsistent with applicable laws, rules and regulations or jeopardize the independence of a *Deloitte Entity* with respect to such *Attest Client*.

**15. Restrictions re: Personnel and Contractors.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or hiring or of any of its *Personnel* or contractors of the *Deloitte Entities*, or my participation in their hiring, admission or retention, would necessarily involve the unauthorized use or disclosure of *Confidential Information* or the proprietary relationships and goodwill of the *Deloitte Entities*. Accordingly, during my *Employment* and for one year thereafter, I will not, directly or indirectly, (a) solicit or attempt to solicit, or participate in the solicitation of or any attempt to solicit any *Personnel* to leave a *Deloitte Entity*, or to join any firm or business with which I may be or become affiliated; (b) participate in the hiring or admission of any *Personnel*; or (c) cause a contractor of a *Deloitte Entity* to cease providing services to, with, or on behalf of the *Deloitte Entity*.

**16. Post- Employment Restrictions re: Deloitte Property.** Upon termination of my *Employment*: (a) I will not use or disclose *Deloitte Property*, including, but not limited to, *Confidential Information* and *Works*, for any purpose; (b) I will not retain or take with me any *Deloitte Property*; (c) I will immediately deliver to a *Deloitte Entity* at any location that it designates, at my expense, within one business day after the termination of my *Employment* or on an alternate date designated by a *Deloitte*

*Entity*, any *Deloitte Property* that I may then or thereafter hold or control; and (d) I agree to allow a *Deloitte Entity* to inspect any of my personal or home computers, including smart phones, tablet computers, or any device, media or location capable of storing electronic data, to determine whether any *Deloitte Property* resides on such computers and to permit a *Deloitte Entity* to remove such *Deloitte Property*.

## **OTHER POST- EMPLOYMENT OBLIGATIONS**

**17. Transition of Work and Cooperation.** Upon termination of my *Employment* for any reason, I will cooperate with a *Deloitte Entity* in all matters relating to the completion of pending work and its orderly transfer. I will also cooperate fully with a *Deloitte Entity* in connection with any threat of or actual legal proceeding against a *Deloitte Entity* or any client, customer or licensor of a *Deloitte Entity* arising out of any matter with or of which I had contact or knowledge during my *Employment*.

**18. Notification of Post- Employment Obligations.** I agree that prior to accepting employment or affiliation with another firm or business I will advise such firm or business of my duties and obligations under this Employment Agreement. After my *Employment* ends, I agree that a *Deloitte Entity* shall be permitted to advise any firm or business with which I have accepted an offer of employment or affiliation concerning my duties and obligations under this Employment Agreement.

**19. Certification.** I agree that during or after my *Employment* I will, if requested, provide written certification in such form as the Employer may require that I have complied with my obligations hereunder, including, without limitation, those obligations set forth in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15 and 16 of this Agreement.

## **OUR ENFORCEMENT RIGHTS AND REMEDIES IN THE EVENT OF A BREACH**

**20. Equitable Relief and Attorney's Fees.** I acknowledge and agree that a breach of this Employment Agreement, including, but not limited to, a breach of my duties and obligations under the terms and conditions of Paragraphs 4, 5, 7, 8, 9, 10, 12, 14, 15 or 16 would cause irreparable harm to the *Deloitte Entities* and that, in addition to other remedies, the Employer on behalf of itself or another *Deloitte Entity* is entitled to a temporary restraining order, an injunction or other equitable relief to prevent any such breach. I also acknowledge that, to the extent permitted by law, a *Deloitte Entity* will be entitled to the payment of the *Deloitte Entities'* reasonable costs and attorney's fees incurred in enforcing this Employment Agreement. I also acknowledge that, to the extent permitted by law, the Employer may request that a court extend the one year period following the termination of my *Employment*, as provided in Paragraphs 12 and 15, to correspond with the period that I participated in activities prohibited by Paragraphs 12 and 15.

**21. Liquidated Damages: Client Fees.** I agree that in the event of a breach under Paragraph 12, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

**22. Liquidated Damages: Compensation.** I agree that the precise amount of damages flowing from a breach under Paragraph 15 would be impracticable or extremely difficult to ascertain in an actual amount. Therefore, I agree that in the event of a breach under Paragraph 15, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by or owed to any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

**23. Right of Inspection.** I agree to permit the Employer (or to use my best efforts to enable the Employer) to inspect my books and records (and the books and records of any entity which employs or is associated or affiliated with me), upon request and at reasonable times, to enable the Employer to confirm the calculations described above and to verify compliance with Paragraphs 12 and 15. The Employer shall keep confidential any proprietary information obtained, except as may be necessary or desirable to enable the Employer to enforce its rights under this Employment Agreement and except as may be required by any statute, court or administrative order to decree or government ruling or regulation.



**MISCELLANEOUS**

**24. Governing Law; Choice of Forum.** This Employment Agreement is deemed to have been executed in the Employer's office in **Hyderabad, Telangana, India** and will be construed and governed in accordance with the laws of the Republic of India without regard to its conflicts-of-law principles. You agree to submit to jurisdiction before any court of record in which the Employer's office to which you were assigned is located, or in which a breach of this Employment Agreement may occur, at the election of the Employer, and you waive any right to raise questions of personal jurisdiction or venue in any action the Employer may bring against you in any such court. You further agree to accept service of process/summons/legal notice from the Employer when that process/summons/legal notice is either sent to your last known address by certified mail or served by any other means permitted under the law of the jurisdiction in which the Employer may bring an action against you.

**25. Modifications.** My obligations hereunder may not be changed or modified, released, discharged, abandoned or terminated, in whole or in part, except by an instrument in writing signed by an *Authorized Signatory*.

**26. Severability.** Every provision of this Employment Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such term or provision will be enforced to the maximum extent permitted by law and, in any event, such illegality or invalidity shall not affect the validity of the remainder of the Employment Agreement.

**27. Blue-Penciling.** If any court determines that any provision of this Employment Agreement, or any part hereof, or the application of any such provision, or any part hereof, to any person or circumstance is unenforceable or void, such court shall have the power to modify such provision, or any part hereof, to the extent necessary to render it legal and enforceable while preserving its intent, or if such modification is not possible, by substituting therefore another provision that is legal and enforceable and that achieves the same objective.

**28. Waiver.** None of my obligations under this Employment Agreement shall be deemed to have been waived by the Employer except if the giving of such waiver is contained in a written notice given to me and no such waiver shall be deemed to be a waiver of any other or further obligation I have under this Employment Agreement.

**29. Entire Agreement.** This Employment Agreement, the Employer's employment application, the Terms and Conditions of Service issued pursuant to the offer of employment and any documentation employing me or transferring me to the Employer, contain the entire understanding between me and the Employer or any other *Deloitte Entity* with respect to the subject matter hereof and supersedes all prior representations, warranties, and agreements with respect to such subject matter, and no representations, warranties or other covenants exist with respect to such subject matter that are not contained or expressly referred to herein. Notwithstanding the foregoing, any written agreement between a *Deloitte Entity* and me with respect to the subject matter hereof that was signed by me prior to the effective date of this Employment Agreement shall remain valid and enforceable according to the terms of such agreement with respect to all acts and omissions occurring prior to the effective date of this Employment Agreement. In the event of a conflict between this Employment Agreement and the employment application or any other document purporting to set forth terms and conditions of my *Employment*, this Employment Agreement will control.

**30. Transfer and Assignment.** Unless as the Employer shall otherwise determine, the rights, obligations and benefits of the Employer under this Employment Agreement, including but not limited to those rights and benefits relating to my post-Employment obligations set forth in this Paragraph 30 and in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19 and 23 above, are transferred and assigned, in whole or in part (as the Employer shall determine) and without the need for my consent or the formality of documentation or prescribed processes, to (a) any *Deloitte Entity* in connection with my transfer to that *Deloitte Entity* or (b) any entity that acquires all or a part of the assets or business of the Employer. All provisions of this Employment Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, representatives, successors, and assigns of the Employer and me, and any *Deloitte Entity* to which I may be transferred during my *Employment*, provided, however, none of my duties or obligations under this Employment Agreement may be assigned or transferred by me to any other person or entity without the Employer's prior written approval of such assignment or transfer. Any purported assignments in violation of this Paragraph 30 shall be null and void.

**31. Headings.** The headings contained in this Employment Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Employment Agreement.

I have read the foregoing, understand it, and agree to comply with its terms.

**For Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
 6718FF75DA89400...

Pooja Madhani

**Talent**

**Authorized Signatory**

Effective as of , I accept all the terms and conditions of the Employer as stipulated in this Employment Agreement.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

**EXHIBIT A**

The definitions below apply to the italicized terms that appear in the Employment Agreement (including the exhibits):

**Attest Client** – attest client (or an affiliate of such client) of Deloitte & Touche LLP or a *Deloitte Entity*.

**Authorized Signatory** – a director, officer or other person who is authorized to sign on behalf of a *Deloitte Entity*.

**Confidential Information** – any information not generally known to the public, in any *Form*, that (1) relates to the operation of a *Deloitte Entity* or provides the *Deloitte Entities* with a competitive advantage, (2) consists of Personally Identifiable Information (*PII*) or other personal information about *Personnel*, client and other third party personnel, independent contractors, subcontractors, agents, vendors, suppliers or others which the Employer or another *Deloitte Entity* receives in the course of business, and (3) all other information entrusted to the Employer or another *Deloitte Entity* by clients and other third parties. *Confidential Information* includes, but is not limited to, *Intellectual Property*, supplier information, designs, business or marketing plans, forecasts and financial information, tax returns, tax identification numbers, agreements, client or prospective client lists, specific information about clients or prospective clients such as preferences for specific products and services, client or prospective client needs based on financial history and past purchases of services, client or prospective client development plans, specific rates charged to a client or offered to a prospective client and other business or client records. *Confidential Information* also includes, but is not limited to, debit or credit card information, employment applications, organization charts, performance ratings and other personnel records.

**Deloitte Entity** – the Employer, Deloitte LLP, and any corporation, company, partnership, limited liability company or other entity (a) that (i) is owned, directly or indirectly, in whole or in part, by Deloitte LLP (the “Deloitte U.S. Firms”), including but not limited to Deloitte LLP subsidiaries in India, the Deloitte Touche Tohmatsu verein, Deloitte Global Services Limited, Deloitte Global Services Holdings Limited, Deloitte Touche Tohmatsu Limited (“DTTL”) or any member firm of DTTL or affiliate thereof (collectively, the “DTTL Member Firms”) or (ii) controls, is controlled by or is under common control with any of the entities listed in clause (i); or (b) in which any *Personnel* participated on its behalf, or carried out any duties with respect to its affairs. For purposes of this Employment Agreement, the term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract, or otherwise.

**Deloitte Property** – *Confidential Information*, *Systems*, equipment, debit and credit cards issued in connection with my *Employment*, furniture, facilities and any and all other materials owned, licensed or leased by a *Deloitte Entity*, including, without limitation, computerized or electronic information and all copies thereof in any form or media, created by, furnished to, obtained by or prepared by me in the course of my employment in any capacity.

**Deloitte India (Offices of the US)** - The following companies shall be deemed to be the affiliates of each other and are collectively referred to as Deloitte India (Offices of the US): (i) Deloitte Consulting India Private Limited (ii) Deloitte Tax Services India Private Limited (iii) Deloitte Support Services India Private Limited (iv) Deloitte Financial Advisory Services India Private Limited and (v) Deloitte & Touche Assurance & Enterprise Risk Services India Private Limited.

**Electronic Communications** – all text, audio, video, images, information, data, files and attachments created, displayed, sent, received, posted, accessed or stored, whether deleted or not, by means of the *Systems*.

**Employment** – the nature of my relationship with the Employer or a *Deloitte Entity* pursuant to this Employment Agreement. Alternatively, and depending on context, *Employment* is the period of time during which this relationship persists.

**Form** - paper, computer disc, USB drive, website; any other tangible or electronic medium by which information may be stored or accessed; and human memory.

**Independence** – National Office (Independence) of Deloitte LLP.

**Intellectual Property** - works of authorship (including, without limitation, books, articles, data compilations, software and other copyrightable materials), materials, patents, inventions, designs, techniques, methodologies, processes, discoveries, know-how, ideas, trade secrets, moral rights, trademarks and other indicia of origin together with the goodwill therein, and all patent applications, copyright and trademark applications and registrations, and extensions and renewals thereof, throughout the world.

**Intellectual Property Rights** – all rights, title and interest in Intellectual Property.

**PCAOB** – the United States Public Company Accounting Oversight Board.

**Personal Creations** – *Intellectual Property* that meet all of the following criteria: (1) it is conceived, developed, and created by me on my own time without using *Deloitte Property* or *Personnel* (during work hours), facilities, *Confidential Information* or *Works* of a *Deloitte Entity*, (2) it is unrelated to the actual or reasonably anticipated business or research and development of a

*Deloitte Entity*, and (3) it does not result from any work performed by me and the *Personnel* (during work hours) for a *Deloitte Entity*.

**Personnel** – partners, principals, members, officers and employees of a *Deloitte Entity*.

**PII** – information (excluding business contact information such as an individual's name and one or more of the following: organization name, organizational title, organizational role, business address, business telephone number (including business cell phone number and business email address) relating to an identified or identifiable natural person. An identifiable natural person is a natural person who can be identified, directly or indirectly, by reference to an identification number or factors specific to his or her physical, physiological, mental, economic, cultural or social identity. Set forth below is a non-exclusive list of information that constitutes PII when such information relates to an identified or identifiable natural person:

- Account number (bank account, credit card, etc.)
- Address
- Biometric identifier
- Certificate or license number
- Date of birth
- Government identifiers (such as PAN)
- Name\*
- Personnel Number
- Photograph or video identifiable to an individual
- Vehicle identifier or serial number
- Other information related to an individual that may directly or indirectly identify that individual (e.g., salary, performance rating, purchase history, call history, etc.)

\* Note: When an individual's name is used with PII that is not business contact information, it is included in the definition of PII.

**Pre-existing Agreements or Arrangements** – agreements or arrangements that (1) relate to any *Pre-existing Creations*; or (2) may affect my ability to comply with the requirements of this Employment Agreement, including all contractual and other restrictions or obligations with other parties, including any post-employment restrictions and required notifications to the extent applicable under 18 United States Code §207, CFR 3.104-4, and India laws, rules and regulations that may or will impose limitations on my professional activities during my *Employment* (such as any non-compete agreements with prior employers and the one-year ban on lobbying contacts).

**Pre-existing Creations** – any *Intellectual Property* and *Intellectual Property Rights* that were developed or created by me, alone or with others, or otherwise acquired by me, before the period of my employment in any capacity with the Employer, in which I claim any ownership or right.

**Proceedings** – past or pending (1) actual or threatened claims or complaints of, or arising out of service to, present or former clients, (2) regulatory, self-regulatory, disciplinary, administrative, civil or criminal investigations, inquiries, charges, complaints, actions, sanctions, alternative dispute resolution proceedings, other proceedings or matters (other than criminal proceedings which relate solely to the operation of a motor vehicle) of any kind or nature, in India or any other jurisdiction, against me, including criminal proceedings arising out of my provision of professional services, proceedings brought by a professional association, or proceedings involving the Securities and Exchange Board of India, United States Securities and Exchange Commission or the PCAOB, other professional bodies like the Institute of Chartered Accountants of India or (3) matters of any kind or nature which could adversely affect my association with the Employer or my ability to perform my duties or responsibilities to the Employer, whether set forth in this Employment Agreement or otherwise, or my registration with or licensure by any governmental, quasi-governmental, or other regulatory agency, body or entity, in or outside the United States or India.

**Systems** – the communications systems or any part of such systems that a *Deloitte Entity* owns, licenses or operates and approves for use, including, but not limited to, e-mail, text messaging, Lotus Notes, Deloitte Online (eRoom), instant messaging, local area network, wide area network, Intranet (e.g., DeloitteNet, D Street), Internet, extranet, collaborative tools (e.g., blogs, wikis, etc.), laptop and desktop computers, servers, air cards, Personal Digital Assistants, cell phones, telephones and voicemail.

**Works** – all *Intellectual Property*, in any *Form*, created by me, alone or with others, during the period of my *Employment* that (1) is created within the scope of my *Employment*; (2) relates in any manner to the actual or anticipated business, research, or development of a *Deloitte Entity*; (3) results from any work assigned to or performed by me, alone or with others, for the Employer; or (4) is created with the use of *Deloitte Property*.

**EXHIBIT B****Pre-existing Creations; Pre-existing Agreements or Arrangements**

I understand and agree that the Employer makes no attempt to verify my claim of ownership to any of the *Pre-existing Creations* listed, and makes no admission that any *Pre-existing Creations* listed are owned by me.

[If yes, please enter details below]

Yes, I do have *Pre-existing Creations*, *Pre-existing Agreements or Arrangements*

No, I do not have *Pre-existing Creations*, *Pre-existing Agreements or Arrangements*

<b><u>Title</u></b>	<b><u>Date</u></b>	<b><u>Brief Description</u></b>
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\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Print)

ACCEPTED AND AGREED TO:

**Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
6718FF75DA89400...

Pooja Madnani

**Talent**

Its: *Authorized Signatory*

\_\_\_\_\_  
Date

An *Authorized Signatory's* signature is required only if *Pre-existing Creations* or *Pre-existing Agreements* or *Arrangements* are listed pursuant to Paragraphs 2 and 11 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment made in light of Paragraph 2 that *Pre-existing Creations*, if any, are described and explained in sufficient detail so that the likelihood of confusion between the employee's *Pre-existing Creations* and the *Intellectual Property* of a *Deloitte Entity* can be avoided or minimized in the future and further indicates that the *Pre-existing Agreements* or *Arrangements* have been obtained and reviewed and that the *Authorized Signatory* is satisfied that such *Pre-existing Agreements* or *Arrangements* will not interfere with the employee's ability to comply with the requirements of this Employment Agreement.

**EXHIBIT C**

**Proceedings**

[none, unless otherwise specified]

Yes, I do have *Proceedings* to report

No, I do not have *Proceedings* to report

My signature below certifies that to the best of my knowledge, the information I have provided above, pursuant to Paragraph 3, is complete and accurate.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

**EXHIBIT D**

**Exceptions to Post-Employment Restrictions: re: Clients**

[none, unless otherwise specified]

As specified in Paragraph 13, I agree that after a period of three (3) years from my start date or the date of my employment, as the case may be, the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on Exhibit D to support the application of the obligations of Paragraph 12 to those clients.

Yes, I do have  
Post-Employment Restrictions  
re: Clients

No, I do not have  
Post-Employment Restrictions  
re: Clients

<u>Name of Client</u>	<u>Specified Kind of Services(s) Permitted</u>
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ACCEPTED AND AGREED TO:

**Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
6718FF75DA89400...

Pooja Madnani

**Talent**

Its:     Authorized Signatory	<hr/>
	Date

I have read and understood the above policy terms.

<hr/>	<hr/>	<hr/>
Signature	Name	Date

A n *Authorized Signatory's* signature is required only if information is provided pursuant to Paragraph 13 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment that criteria in Paragraph 13 have been fully satisfied, the clients listed have been properly identified, and the kinds of services permitted have been described with sufficient specificity.

## Terms and Conditions of Service

In continuation to our offer of employment with **Deloitte Tax Services India Private Limited** (the "Employer"), please note the terms and conditions of service.

The italicized terms in these Terms and Conditions of Service are defined in **Exhibit A** of the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement hereto.

### Terms of Service

#### 1. COMPLIANCE WITH INDEPENDENCE, ETHICS AND OTHER REQUIREMENTS

Deloitte & Touche LLP performs attest services for certain of its clients and is subject to the independence requirements of, among others, the United States Securities and Exchange Commission (SEC), the United States Public Company Accounting Oversight Board (PCAOB), and the American Institute of Certified Public Accountants (AICPA). These requirements mandate that certain of the Employer's employees and their relatives be independent of some or all of such attest clients and their affiliates in accordance with the policies of Deloitte LLP and its subsidiaries (the "Deloitte US Entities").

Upon joining the Employer, you will be asked to review a listing of the attest clients and the affiliates of such clients of certain of the Deloitte US Entities and disclose relationships or financial holdings that you or your relatives may have that could affect the independence of the Deloitte US Entities. Any relationships or holdings that conflict with, among other things, the requirements of the SEC, the PCAOB or the AICPA or the independence or ethics policies of the Deloitte US Entities will need to be resolved immediately. Further, you will be required to comply with these policies throughout your career with the Employer, including, when applicable, maintaining a current list of certain of your financial interests (but not their value) in the independence tracking system.

As a condition to your joining the Employer and continued employment, you are required to complete a representation regarding your understanding of, and compliance with, independence and other matters, on a periodical basis (as requested beginning on or prior to the date of you joining the Employer, annually thereafter, and upon certain changes in your role in the Employer), the details of which are provided in the independence representation. An example copy of this representation form is available for your reference on [www.deloittenet.com](http://www.deloittenet.com). The representation should be made to the best of your knowledge and ability. It is your responsibility to consult on any matter should you be uncertain or have a question. You are also requested to refer to [www.deloittenet.com](http://www.deloittenet.com) and *Independence* for more information in this respect. The representations made by you will be subject to an audit and may be reviewed by Deloitte LLP representatives and shared with certain third parties. If you are selected for such an audit, you will need to submit certain personal financial records to Deloitte LLP's internal audit team. Please be assured that Deloitte LLP fully intends to keep all information obtained through the audit process confidential and secure. You hereby give your consent to Deloitte LLP to use the information provided by you for such purposes as provided in the policies regarding independence and ethics.

In the event you (i) do not cooperate or comply with the independence requirements, or (ii) do not complete the necessary representations, or (iii) make inaccurate representation(s); you may be subject to disciplinary action including and up to termination of employment with the Employer.

Please feel free to contact or consult *Independence* should you require any further information or if you have any specific concerns in this respect.

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#### 2. NON DISCLOSURE, NON SOLICIT AND INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AGREEMENT ("Employment Agreement")

You will be expected to sign the Employer's Employment Agreement. Please contact Talent for further details.

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#### 3. HARRASSMENT POLICY

**Administrative Policy Release ("APR") 213** is the Employer's policy prohibiting harassment. Deloitte LLP's subsidiaries located in India ("Deloitte India (Offices of the US)") are committed to providing a working environment that is free from harassment based on caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis, in accordance with applicable Indian central, state or local law. Expressly forbidden are unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Depending on the circumstances, such harassment may also include conduct such as stereotyped or demeaning remarks or gestures or the display or circulation, whether in writing or electronically, of materials or pictures offensive to persons because of their caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis in accordance with applicable Indian central, state or local law. The full policy will be accessible to you on DeloitteNet after joining Deloitte U.S. India.



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#### 4. WORKING HOURS, HOLIDAYS, LEAVES AND MATERNITY BENEFITS

You will be provided with your standard working hours, which may vary over the course of your career. The Employer may, from time to time, subject to applicable laws, require the employee to work beyond these hours.

You shall be entitled to paid holidays and leave as per the Employer's policies.

Women employees are eligible for maternity benefits as per the recent amendments (2017) in the maternity benefit act, 1961, including having 26 weeks of maternity leave with pay, as applicable.

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#### 5. RETIREMENT AGE

The age of retirement for employees of Deloitte India (Offices of the US) is 60 years. Your employment will therefore automatically terminate at the end of the month in which you attain 60 years.

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#### 6. TRANSFERS

You may be transferred, assigned, or asked to attend training at the offices of a Deloitte Entity or its clients or third parties in India or abroad with or without additional compensation. In such an event, you will also be governed by the terms and conditions of service applicable to the transfer, assignment, or training.

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#### 7. NOTICE PERIOD FOR TERMINATION OF SERVICES

The notice period for termination of your services is **60 Days** by either side and/or salary in lieu of notice period on part of the Employer only.

The Employer expects all employees to maintain the highest standards of professional conduct at all times.

In order to assure orderly operations and provide the best possible work environment, the Employer expects you to follow rules of conduct that will protect the interests and safety of all personnel, including but not limited to the Code of Ethics and Professional Conduct.

In the event of any breach of the Code of Ethics and Professional Conduct, non-performance of a contractual obligation or the terms and conditions laid down in this Annexure, or if you engage in any misconduct whether or not in connection with or affecting the business or affairs of the Employer or the work conduct, as specified by Employer, you will be subject to disciplinary action up to and including termination of your services/ employment with the Employer without any notice or payment in lieu of notice notwithstanding any other terms and conditions stipulated herein.

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#### 8. MISCONDUCT

Misconduct may include but is not limited to:

- Irregular attendance: repeated or excessive absence, tardiness or early departures/ late comings without approval.
- Unreported or unapproved absence (including overstay of leave) for more than five consecutive days or deviation from assigned and accepted schedule for more than five days.
- Falsification or manipulation in background verification process or employment records, employment information, or other records prior to or after joining the Employer.
- Falsification or manipulation of Deloitte Time & Expense (DTE).
- Knowingly providing false statements, either verbally or in written form.
- Neglect of normal duties and functions.
- Practices such as reading personal materials during working time, having obscene or inappropriate posters or screen savers at your work station, playing games at your work station, etc.
- Continued discharge of work functions that do not meet the standards reasonably expected.
- Breach of the confidentiality provision in the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement including disclosing to any unauthorized person any *Confidential Information* or *PII*.
- Willful insubordination or disobedience, whether or not in combination with another, of any lawful and reasonable instructions of any member of management or any authorised person.
- Engaging in unapproved outside employment and activities as defined in APR 218 (US & IND)

([https://deloittenet.deloitte.com/About/Policies/Admin/Pages/218\\_OutsideEmploymentActivities\\_US.aspx](https://deloittenet.deloitte.com/About/Policies/Admin/Pages/218_OutsideEmploymentActivities_US.aspx)).

- Installing, downloading, copying or duplicating any unauthorized or unlicensed software, programs, games, or attachments on any computer system of the Employer or of any *Deloitte Entity* or its clients.
- Engaging in any illegal activities.
- Workplace violence, including threats of physical violence.
- Corporate credit card delinquencies.
- Causing damage to the property of the Employer, any *Deloitte Entity*, its clients, or their respective personnel
- Going on or abetting a strike in contravention of any law.
- Theft of any property belonging to another, the Employer or any *Deloitte Entity*, or their respective personnel, clients, or visitors
- Possession of firearms, explosives, knives or any instruments that can be used as an injurious or deadly weapon in the workplace or at any *Deloitte Entity* sponsored event.
- Corruption, fraud, or misappropriation of funds.
- Failure to comply with the policies, guidelines, rules and regulations of the Employer or a *Deloitte Entity* as applicable.
- Excessive personal use of the Employer's telephone, fax or computer systems.
- Failure to adhere to applicable laws.
- Any act prejudicial to or in conflict with the interests of the Employer or a *Deloitte Entity*.

The above terms and conditions are based on, and should be read in conjunction with, the Employer's policies, guidelines, procedures and other rules currently applicable, including but not limited to Administrative Policy Releases (APRs) and Deloitte India (Offices of the US)'s other policies, guidelines, rules, and regulations. The above rules are subject to amendments from time to time and the amended rules, policies, procedures, and guidelines would be posted on the Employer's Intranet site i.e. <https://deloittenet.deloitte.com/Pages/Home.aspx> for employee reference. The policies will be updated from time to time in the future and we deem to have your consent to any and all such changes. Furthermore, upon acceptance of employment with the Employer, you may be requested to read and acknowledge acceptance of various policies and guidelines of the Employer. It is expected that you will read and acknowledge all such communications.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name



### Training Agreement

On behalf of **Deloitte Tax Services India Private Limited**, please accept our congratulations on your recent offer of employment to join the Company as **Tax Consultant I** pursuant to the terms and conditions of your offer letter dated **August 26, 2024**. You made a very favorable impression with everyone you met and we are excited about the possibility of you joining the Company.

As you may be aware, as a condition of employment with the Company, you may be required to travel Overseas to attend a series of training sessions for a period of up to 90 days. This training will be a combination of classroom procedural training as well as on-site training to observe employees conducting similar work at various client locations. This training represents the confidence we have in your ability to be a valuable member of the practice of the Company.

As per Company policy, we kindly bring to your attention that all employees attending training overseas are required to sign a Training Agreement which will obligate the employee to repay a calculated amount of the costs associated with the training, only if the employee resigns his/her position or are terminated for cause within a specified period after completion of the training (usually between 6 to 18 months). This repayment obligation disappears after the specified period of time has lapsed. We all look forward to seeing you again soon and having you join our team of outstanding professionals.

Sincerely,

For **Deloitte Tax Services India Private Limited**

DocuSigned by:

*Pooja Madhani*

6718FF75DA89400...

By:

Signature

**Authorized Signatory**



**Deloitte Tax Services India Private Limited**  
**Deloitte Tower Survey No. 41 Gachibowli Village, Ranga**  
**Reddy District, CIRCLE 3, Hyderabad - 500032, Telangana,**  
**India**

**Tel: +91 040 67621000**  
**www.deloitte.com**

**Subject: Offer of Employment**

**Dear SYED ABDUL WAHID:**

On behalf of **Deloitte Tax Services India Private Limited** (the "Employer" or "Company"), I am pleased to confirm our offer of employment to you as **Tax Consultant I** based in **Hyderabad**.

We extend this offer, and the opportunity it represents, with great confidence in your abilities. You have made a very favorable impression with everyone you met and we are excited with the prospect of you joining our organization on **JUNE 26, 2022**.

Your immediate manager will communicate details of your role and work responsibilities in the initial weeks of your joining the Employer. During your employment, the Company may require you to work on any project that you are assigned to, on any technical platforms/skills and nature of the project, in differentiated work timing, at designated work space and location as may be decided by the company.

As part of your annual compensation, you will receive a Total Salary of **Rs 382500** and, will be eligible for a performance linked variable bonus. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount could vary depending upon the business and individual performance each fiscal year and, in some situations, could exceed the payout range indicated. Any amounts paid will be subject to statutory and other deductions as per Employer policies and practices. The details of your compensation breakdown are provided in the attached Annexure A.

As an incentive to join the Company, you are eligible to receive a joining bonus of **Rs./₹ 100,000/-** subject to your reporting for full-time employment on **JUNE 26, 2022**. This amount will attract applicable taxes and will be processed as part of your first month's payroll. You will have an obligation to repay the entire amount of your joining bonus if you resign your position or are terminated for cause by the Company within **12 months** of your start date.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

Your employment with us will be governed by the Terms and Conditions as detailed in **Annexure B**, as well as any and all rules, regulations, guidelines, policies and practices of the Employer, which may be amended from time to time. Deloitte LLP and its U.S.-based subsidiaries (the "Deloitte U.S. Firms") requires their employees to make the necessary representations regarding independence and other matters. Because the Employer is an Indian subsidiary of Deloitte LLP, we must also comply with these independence requirements. Accordingly, this offer is conditional upon you agreeing to make such representations under the Employer's Independence Representations requirements, as further explained in **Annexure B**.

Your compensation details are confidential, and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization. We would like you to join the Employer on, or an alternative mutually agreed upon date.

This offer letter, together with the Annexures described herein, and the Non-Disclosure, Non Solicit and Intellectual Property Rights Assignment Agreement, the Information Security Policy (which you are required to sign upon joining), constitute the entire agreement between the parties with respect to the subject matter of this offer, and supersedes all other previous or contemporaneous oral or written representations, understandings or agreements relating to the subject matter of this offer between you and the Employer or its affiliates.

In compliance with applicable laws, Deloitte India (Offices of the US) provides its professionals with home pick-up and drop transport services within **pre-defined** boundary if their shift timings are between 8:30 p.m. - 6:00 a.m. in Hyderabad, 9:00 p.m. - 6:00 a.m. in Mumbai, Pune; 7:00 p.m. - 6:00 a.m. in Gurugram, 8:00 p.m. - 6:00 a.m. in Bengaluru, Chennai, and Kolkata.


This letter and **Deloitte Tax Services India Private Limited** employment application are intended to be final. To accept the offer and the terms of this letter, please sign below in the space provided within three business days.

everyone you have interviewed with joins me in extending to you congratulations and warm regards. We look forward to you joining our team.

Sincerely,

**For Deloitte Tax Services India Private Limited**

Best regards,

By:   
Signature

**Authorized Signatory**

**Acceptance**

Signature

Date

**Annexure A****Tax Consultant I -**

<b>Description</b>	<b>Monthly</b> (Rs. per month)	<b>Annual</b> (Rs. per Annum)
Basic Pay	<b>17,500</b>	<b>210,000</b>
House Rent Allowance (HRA)	<b>8,750</b>	<b>105,000</b>
Special Allowance <sup>1a &amp; 1b</sup>	<b>11,867</b>	<b>142,404</b>
Leave Travel Allowance <sup>2</sup>	<b>1,750</b>	<b>21,000</b>
Differential Allowance	<b>5,833</b>	<b>69,996</b>
Meal Card <sup>3</sup>	<b>2,200</b>	<b>26,400</b>
Employer's contribution to PF	<b>2,100</b>	<b>25,200</b>
<b>Total Salary (in Rs.)</b>	<b>50,000</b>	<b>600,000</b>
Variable Bonus*	You are eligible for a performance linked variable bonus. It will be paid out at the end of the fiscal year, as applicable and on the basis of your individual performance and performance of the business	
Medical Insurance Premium <sup>4</sup>	<b>3,014</b>	<b>36,167</b>

\*The Variable Bonus will vary, primarily based on your individual performance and the performance of the business, during the Employer's fiscal year which is June through May. Your performance will be formally assessed as a part of the Employer Performance Review Cycle Process. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount will vary depending upon the business and individual performance and in some circumstances, could exceed the payout range indicated. The performance of all the employees who have joined the Employer prior to March 1st will be assessed for the fiscal year ending in May. The disbursement of a Variable Bonus, if applicable, is subject to you being active on the rolls of the Employer, during the Annual Incentive Program payout cycle for the fiscal year. For employees joining during the period March 1st to May 30th, a prorated Variable Bonus, if applicable, will be based on the first year-end review ratings in the subsequent year and paid during the Annual Incentive Program payout cycle of that year. The Variable Bonus will not be paid in the event of termination of employment for any reason on or before the disbursement time. The application and interpretation of, and any determinations related to, the Variable Bonus is at the sole discretion of Employer. Employer may amend or terminate the Variable Bonus at any time. All compensation and benefits are based on employee's position with the Employer in India.

Contd/-....

Annexure A

<sup>1</sup>All employees may claim tax exemption, subject to tax rules from time to time, from their Special Allowance component, expenses incurred towards communication and Driver / Fuel & Maintenance Expenses as per eligibility mentioned below:

**Employee Level -  
Tax Consultant I**

<sup>1a</sup>Communication Expenses

<sup>1b</sup>Fuel Expenses

Only one Post paid mobile, one Land Phone  
and One internet connection bill(s) can be  
claimed.

Petrol / Driver / Insurance / Repairs &  
Maintenance

**Rs./₹ 3,000/-** per month

**Rs./₹ 7,500/-** per month

<sup>1a</sup> The internet/telephone/mobile bills should be in the Employee's name.

<sup>1b</sup> For claiming vehicle running expenses (Driver / Fuel / Repairs & Maintenance expenses) the vehicle has to be in the name of the Employee and the current tax rules are as under. The above limits will be applicable for all those who are on company car lease program and the below limits will apply for all those who are on self-owned car. In case of company leased car, taxability would be as per the current perquisite valuation rules.

Nature of Expenses	Own Vehicle –Maximum Tax exemption limit per month		
	4 Wheelers (Engine Capacity)		
	<= 1600 cc	> 1600 cc	Two Wheelers
Fuel & Maintenance	Rs. 1,800	Rs. 2,400	Rs. 900
Driver's Salary	Rs. 900	Rs. 900	Not applicable

All employees at and above **Senior Staff** are eligible for the company car lease program. If you choose to avail of this benefit, the amount towards lease rental will be paid by the firm on your behalf to the leasing company and your compensation structure will be adjusted accordingly. A revised letter with the new compensation structure will be issued that will supersede this letter for all practical purposes.

<sup>2</sup> The Leave Travel Allowance (LTA) will be paid on a monthly basis as an allowance with tax deducted at source. If you choose to avail the tax benefit on LTA, you should submit proof of expenses incurred by you for Self and / your immediate dependents. The taxability or otherwise of LTA will be as per the Income Tax Act 1961, details of which will form part of the LTA Form.

<sup>3</sup> Meal Card amount will be credited at the start of each month and for the first month (For New Hires) prorated amount will be processed as part of payroll. If not collected, it will be processed as a taxable amount with the salary.

<sup>4</sup> Annual Floating Medical Insurance Coverage for self and **6 dependents** is being paid by the Employer on your behalf. The premium amount is subject to change every year post renewal of insurance policy. In case you opt for an enhancement of the coverage limit, the additional premium will be adjusted accordingly from the special allowance.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

You may also be eligible to either a One-time Stipend or a temporary lodging basis joining the registered office location, you will receive a survey from Deloitte prior to your joining.

You may select the best option for availing the relocation assistance. If an employee who has availed this reimbursement decides to quit within 18 months from the date of relocation claim for whatever reason, the relocation reimbursement paid to the employee will be recovered in full, from the employee's full and final settlement.

By joining the Company, you will become a member under the 'Deloitte USI Employees Welfare Trust' and may be required to make a nominal contribution as a member.

Original bills towards the above components should be submitted during the Income Tax fiscal period evidencing the expenditure to get Income Tax exemption, failing which the same will attract applicable Income Tax.

Submission of false, tampered or altered bills as proof of expense for any of the above components will result in disciplinary action including termination of employment.

**Your compensation above is subject to income tax deduction per rules and guidelines prescribed under the prevailing tax laws. This may change from time to time in line with the amendments done in tax laws.**



## Annexure B

### **Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement ("Employment Agreement")**

In consideration of my employment by **Deloitte Tax Services India Private Limited**, an Employer incorporated under the provisions of the Companies Act, 1956 and having its registered office **Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District, CIRCLE 3, Hyderabad - 500032, Telangana, India** (the "Employer") as **Tax Consultant I** - and other valuable consideration, I acknowledge and agree that:

#### **PRELIMINARY MATTERS**

**1. Defined Terms.** The italicized terms in this agreement (the "Employment Agreement") are defined in **Exhibit A** hereto.

**2. Pre-existing Agreements or Arrangements.** I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Agreements or Arrangements*. The Employer expects me to abide by all restrictions or obligations that are contained in such Pre-existing Agreements or Arrangements and to avoid involvement, while employed by the Employer, in any matter that could pose a conflict as a result of confidential information or intellectual property obtained by me prior to my *Employment*. I further represent that none of these restrictions or obligations, including those set forth in any non-compete agreements with prior employers, is inconsistent with my acceptance of the Employer's offer of *Employment* or my becoming, and serving as, **Tax Consultant I** of the Employer. To the extent applicable and if I am joining the Employer after having served as an employee or official of the United States Government, I further represent that: (1) I have disclosed my prior participation, if any, in any discussions or negotiations with, or decisions to award contracts to, the Deloitte U.S. Firms while I was employed by the United States Government; and (2) I had either recused myself or had not played an active role in the applicable United States Government agency's decision to award any contracts to the Deloitte U.S. Firms while I was employed by the United States Government.

#### **PROTECTION OF OUR BUSINESS**

**3. Reporting of Proceedings.** Except as provided by law and except as I have disclosed in writing on **Exhibit C** to this Agreement, I represent and warrant that I have no *Proceedings* to report. Should I become a subject of any *Proceedings* during my association with the Employer, I agree to immediately report, in writing, all relevant facts to the Chief Talent Officer of Deloitte LLP, the Regional Talent Director of the Employer, and the Chief Ethics and Compliance Officer of Deloitte LLP. I understand that my responses are subject to audit and review by the Employer and others in accordance with applicable professional, ethical, legal, or Employer requirements, rules, regulations, policies, or practices, or other requests.

**4. Confidentiality.** I acknowledge that, by virtue of my *Employment*, I will acquire and be exposed to, have access to, make use of and/or create *Confidential Information*. Therefore, I agree to hold in trust and confidence all such *Confidential Information*. I will neither disclose any such *Confidential Information* to anyone outside a *Deloitte Entity* without the prior written approval of an *Authorized Signatory*, except as required by my authorized duties for the Employer, nor use any such *Confidential Information* for any purpose other than for the benefit of a *Deloitte Entity*.

**5. Third Party Information and Property.** I agree that during my *Employment*, I shall not use or disclose any confidential information or intellectual property of any former employer or other person or entity without the prior written authorization of such employer, person or entity and the prior written consent of an *Authorized Signatory*. If I were to use or disclose any such Confidential Information or Intellectual Property without prior consent, and any of the *Deloitte Entities* become the subject of any claim from a third party regarding such unauthorized use or disclosure, I agree to hold harmless and indemnify the *Deloitte Entities* for any legal defense costs and/or damages related to any such claim.

**6. Authorization.** Only employees of the Employer holding a senior or managerial position with the Employer will be authorized by a specific authorization, delegation, or power of attorney to sign legal documents, representing the Employer. Similarly, only such authorized employees of the Employer may speak about the Employer, the business and plans, various client-related projects etc.

**7. Competing Activities and Conflict of Interest.** During the period of my *Employment* I will not, directly or indirectly, participate in or in any way render services or assistance to any business that is or may be competitive with a *Deloitte Entity*, whether or not for compensation, or engage in any conduct which might result in, or create the appearance of using my position for private gain or other than for the benefit of a *Deloitte Entity*, or otherwise create a conflict, or the appearance of a conflict, of interest with a *Deloitte Entity*. Such conduct shall include, but not be limited to, having an undisclosed financial interest in any vendor or supplier of a *Deloitte Entity*, accepting payments of any kind or gifts other than of a nominal value from vendors, clients or suppliers, or having an undisclosed relationship with a family member or other individual who is employed or



associated with any entity in active or potential competition with a *Deloitte Entity*, and which creates a conflict of interest. I represent and warrant that I am not currently aware of any present or past violation of this provision.

**8. Authorization to Access Systems and Electronic Communications and use of Deloitte Property.** I understand that while employed with a *Deloitte Entity*, I will use and have access to the Systems. I also acknowledge that a *Deloitte Entity* has the right at any time to access, retrieve, delete, monitor, examine, use and/or disclose my Electronic Communications and information from (or about) me and the content, without notice to me, and that such *Electronic Communications* are considered part of a *Deloitte Entity's* business and client records and are not to be considered private or personal to me or any other *Personnel*. I further acknowledge that this right extends to *Electronic Communications* transmitted for either a business or personal purpose.

I agree that I am authorized to access the *Systems* only for approved business purposes and occasional personal use if such use does not interfere with my work responsibilities and other required business activities, business operations, or *Systems* performance. However, I also acknowledge that such occasional personal use does not create an expectation of privacy as to any of my personal *Electronic Communications* and, as such, are *Deloitte Property*.

I further acknowledge that I am not authorized to use the *Systems* for personal gain or any illegal or unethical use. I agree that under no circumstances am I authorized to access any of the *Systems* for the purpose of obtaining *Deloitte Property* for a competitor of a *Deloitte Entity*, transmitting *Deloitte Property* to me (e.g., emailing *Confidential Information* to my personal email address) or to a third party for purposes other than furthering the business objectives of a *Deloitte Entity*. I am not authorized to download a *Deloitte Entity's Confidential Information* or other *Deloitte Property* to removable media such as a CD Rom, disk or thumb drive other than as authorized for furthering the business objectives of a *Deloitte Entity*.

I will be responsible for the safe keeping and return in good condition and order of all the *Deloitte Property* that may be in my use, custody, care or charge. For the loss of any *Deloitte Property* in my possession or custody or for which I have been assigned responsibility, the Employer will have a right to assess on its own basis and recover from me, the damages in respect of such materials (out of the amounts due to me or otherwise) and to take such other legal action as it deems appropriate including termination of my employment without notice or payment in lieu thereof in the event of my failure to account for such material or property to its satisfaction.

**9. Security.** I am provided with a worktable and lockable storage space. I will ensure they are locked when unattended and understand that a duplicate key will only be provided if I sign for it. I am required to display my identity card to the appropriate security personnel on demand and at all times within the office premises.

**10. Ownership of Works.**

a. I agree that the Employer owns all rights, title and interest in and to all *Works*.

b. I agree that all *Works* are deemed works made for hire under India copyright or applicable laws or equivalent laws of any applicable foreign jurisdiction, and all *Intellectual Property Rights* therein vest automatically in the Employer upon creation of the *Works*. I agree that, to the extent any *Work* is held not to be a work made for hire, I hereby irrevocably assign all *Intellectual Property Rights* in the *Work* to the Employer. Notwithstanding anything contained in Section 19(4) of the Indian Copyright Act, 1957, I agree that such assignment shall continue to be in force for perpetuity irrespective of whether or not the Employer exercises its rights as the assignee for any period of time.

c. I will at all times, even after termination of my *Employment*, do whatever the Employer reasonably requests of me, at the Employer's expense, to document the assignment of any *Works* to the Employer or to assist the Employer in pursuing, renewing, extending or assigning any *Intellectual Property Rights*, and otherwise perfecting, protecting and enforcing said *Intellectual Property Rights* in, any *Works*. I agree that, as between me and the Employer, the Employer shall be the sole author, inventor, and owner of all such *Works* and *Intellectual Property Rights* therein throughout the world, and that the Employer shall have the sole right to seek copyright registrations, patents or trademark registrations, including all extensions and renewals thereof. I also hereby agree that I waive all moral rights in any *Works*.

I also agree to assign all my right, title and interest in and to any particular *Works* to a third party as directed by the Employer.

In the event the Employer is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraphs, I hereby irrevocably designate and appoint the Employer and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and in my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraphs with the same legal force and effect as if executed by me. I hereby waive any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any *Works* assigned hereunder to the Employer.

d. During a 12 month period after termination of my *Employment*, I agree that any *Intellectual Property* I create or conceive that results from and is related to any work assigned to or performed by me for the Employer, or that was created using *Deloitte Property*, is a *Work* that is subject to Paragraph 10 (b) above. For purposes of clarification, the foregoing provision is in addition to, and not in limitation of, any rights and remedies the Employer may have under the applicable laws protecting *Intellectual*

*Property of the Deloitte Entities.*

e. I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Employer) of all *Works* developed by me during the period of my employment with the Employer, which records shall be available to and remain the sole property of the Employer at all times.

**11. Pre-existing Creations; Personal Creations.** My obligations in Paragraph 10 do not apply to *Pre-existing Creations* and *Personal Creations*. I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Creations*. I acknowledge and agree that I will not assert any ownership rights against the *Deloitte Entities*, or their respective clients, with respect to any *Pre-existing Creations* unless they appear on **Exhibit B**, and **Exhibit B** has been accepted and agreed to by an *Authorized Signatory* who has signed at the bottom of such **Exhibit B**. I further agree that I shall not use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment* without the prior written consent of an *Authorized Signatory*. To the extent that I use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment*, I agree that, except as otherwise provided in a written agreement executed by me and the Employer, I hereby grant to the Employer an irrevocable, royalty free, perpetual, fully paid up, transferable, sub-licensable license to use, reproduce, distribute, display, perform, modify and create derivative works of and otherwise exploit such *Pre-existing Creations* or *Personal Creations* for any purpose including, but not limited to, client engagements.

**12. Post- Employment Restrictions re: Clients.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or serving of certain clients related to my work for a *Deloitte Entity* would necessarily involve the unauthorized use or disclosure of *Confidential Information*, and the proprietary relationships and goodwill of the *Deloitte Entities*, and, in the case of my serving of certain clients, could compromise the full compliance of the Employer or another *Deloitte Entity* with the applicable laws, rules and regulations of a U.S. or India regulatory body or other independence-related requirement of a regulatory body. Accordingly, during the period of my *Employment* and for a period of one year thereafter, I will not, directly or indirectly, solicit or provide services to any existing client of a *Deloitte Entity* with which I had personal contact and provided services during the two-year period prior to termination of my *Employment*.

**13. Exceptions to Post- Employment Restrictions re: Clients.** I understand that the obligations of Paragraph 12 will not apply for a period of three (3) years after my start date or the date of my promotion or transfer to clients of a *Deloitte Entity* and/or certain specified kinds of services rendered to such clients that meet all of the following criteria: (a) are personal clients of mine who came to a *Deloitte Entity* solely to avail themselves of certain specified kinds of services rendered by me and only as a result of my own independent recruitment efforts, which a *Deloitte Entity* neither subsidized nor otherwise financially supported as part of a program of client development, (b) are listed on **Exhibit D** expressly by name with respect to client and with sufficient specificity with respect to the kinds of service(s) that I will be permitted to render, and (c) are accepted and agreed to as to their listing on **Exhibit D** by an *Authorized Signatory* who has signed at the bottom of such Exhibit. I agree that after a period of three (3) years from my start date or the date of my promotion or transfer the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on **Exhibit D** to support the application of the obligations of Paragraph 12 to those clients.

**14. Future Employment with Clients.** Except as otherwise provided herein, I understand that I am not prohibited from accepting employment with a client (or an affiliate of such client) of a *Deloitte Entity*. Before entering into substantive discussions with an *Attest Client* regarding any employment opportunity, I acknowledge and agree that during my *Employment* and for five years thereafter I must first notify *Independence* and obtain prior written approval from *Independence*. I acknowledge and understand that it is the intent of the Employer to interpret and apply this provision (a) in an effort to ensure the full compliance of the *Deloitte Entities* with applicable U.S. and India laws, rules, and regulations; (b) to serve the public interest; and (c) to protect the legitimate interests of the *Deloitte Entities* or their respective *Attest Clients* under applicable U.S. or India laws, rules and regulations in a manner that is no greater than is reasonably necessary to protect such interests and without being unduly harsh and oppressive to me and my interests in future employment with an *Attest Client*. Further, I acknowledge and agree that because of, among other things, the importance of the *Deloitte Entities* remaining in compliance with applicable independence rules, such approval may be withheld by *Independence* in the event that my employment with an *Attest Client* would, in the view of Deloitte LLP, be inconsistent with applicable laws, rules and regulations or jeopardize the independence of a *Deloitte Entity* with respect to such *Attest Client*.

**15. Restrictions re: Personnel and Contractors.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or hiring or of any of its *Personnel* or contractors of the *Deloitte Entities*, or my participation in their hiring, admission or retention, would necessarily involve the unauthorized use or disclosure of *Confidential Information* or the proprietary relationships and goodwill of the *Deloitte Entities*. Accordingly, during my *Employment* and for one year thereafter, I will not, directly or indirectly, (a) solicit or attempt to solicit, or participate in the solicitation of or any attempt to solicit any *Personnel* to leave a *Deloitte Entity*, or to join any firm or business with which I may be or become affiliated; (b) participate in the hiring or admission of any *Personnel*; or (c) cause a contractor of a *Deloitte Entity* to cease providing services to, with, or on behalf of the *Deloitte Entity*.

**16. Post- Employment Restrictions re: Deloitte Property.** Upon termination of my *Employment*: (a) I will not use or disclose *Deloitte Property*, including, but not limited to, *Confidential Information* and *Works*, for any purpose; (b) I will not retain or take with me any *Deloitte Property*; (c) I will immediately deliver to a *Deloitte Entity* at any location that it designates, at my expense, within one business day after the termination of my *Employment* or on an alternate date designated by a *Deloitte*

*Entity*, any *Deloitte Property* that I may then or thereafter hold or control; and (d) I agree to allow a *Deloitte Entity* to inspect any of my personal or home computers, including smart phones, tablet computers, or any device, media or location capable of storing electronic data, to determine whether any *Deloitte Property* resides on such computers and to permit a *Deloitte Entity* to remove such *Deloitte Property*.

## OTHER POST- EMPLOYMENT OBLIGATIONS

**17. Transition of Work and Cooperation.** Upon termination of my *Employment* for any reason, I will cooperate with a *Deloitte Entity* in all matters relating to the completion of pending work and its orderly transfer. I will also cooperate fully with a *Deloitte Entity* in connection with any threat of or actual legal proceeding against a *Deloitte Entity* or any client, customer or licensor of a *Deloitte Entity* arising out of any matter with or of which I had contact or knowledge during my *Employment*.

**18. Notification of Post- Employment Obligations.** I agree that prior to accepting employment or affiliation with another firm or business I will advise such firm or business of my duties and obligations under this Employment Agreement. After my *Employment* ends, I agree that a *Deloitte Entity* shall be permitted to advise any firm or business with which I have accepted an offer of employment or affiliation concerning my duties and obligations under this Employment Agreement.

**19. Certification.** I agree that during or after my *Employment* I will, if requested, provide written certification in such form as the Employer may require that I have complied with my obligations hereunder, including, without limitation, those obligations set forth in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15 and 16 of this Agreement.

## OUR ENFORCEMENT RIGHTS AND REMEDIES IN THE EVENT OF A BREACH

**20. Equitable Relief and Attorney's Fees.** I acknowledge and agree that a breach of this Employment Agreement, including, but not limited to, a breach of my duties and obligations under the terms and conditions of Paragraphs 4, 5, 7, 8, 9, 10, 12, 14, 15 or 16 would cause irreparable harm to the *Deloitte Entities* and that, in addition to other remedies, the Employer on behalf of itself or another *Deloitte Entity* is entitled to a temporary restraining order, an injunction or other equitable relief to prevent any such breach. I also acknowledge that, to the extent permitted by law, a *Deloitte Entity* will be entitled to the payment of the *Deloitte Entities'* reasonable costs and attorney's fees incurred in enforcing this Employment Agreement. I also acknowledge that, to the extent permitted by law, the Employer may request that a court extend the one year period following the termination of my *Employment*, as provided in Paragraphs 12 and 15, to correspond with the period that I participated in activities prohibited by Paragraphs 12 and 15.

**21. Liquidated Damages: Client Fees.** I agree that in the event of a breach under Paragraph 12, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

**22. Liquidated Damages: Compensation.** I agree that the precise amount of damages flowing from a breach under Paragraph 15 would be impracticable or extremely difficult to ascertain in an actual amount. Therefore, I agree that in the event of a breach under Paragraph 15, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by or owed to any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

**23. Right of Inspection.** I agree to permit the Employer (or to use my best efforts to enable the Employer) to inspect my books and records (and the books and records of any entity which employs or is associated or affiliated with me), upon request and at reasonable times, to enable the Employer to confirm the calculations described above and to verify compliance with Paragraphs 12 and 15. The Employer shall keep confidential any proprietary information obtained, except as may be necessary or desirable to enable the Employer to enforce its rights under this Employment Agreement and except as may be required by any statute, court or administrative order to decree or government ruling or regulation.

**MISCELLANEOUS**

**24. Governing Law; Choice of Forum.** This Employment Agreement is deemed to have been executed in the Employer's office in **Hyderabad, Telangana, India** and will be construed and governed in accordance with the laws of the Republic of India without regard to its conflicts-of-law principles. You agree to submit to jurisdiction before any court of record in which the Employer's office to which you were assigned is located, or in which a breach of this Employment Agreement may occur, at the election of the Employer, and you waive any right to raise questions of personal jurisdiction or venue in any action the Employer may bring against you in any such court. You further agree to accept service of process/summons/legal notice from the Employer when that process/summons/legal notice is either sent to your last known address by certified mail or served by any other means permitted under the law of the jurisdiction in which the Employer may bring an action against you.

**25. Modifications.** My obligations hereunder may not be changed or modified, released, discharged, abandoned or terminated, in whole or in part, except by an instrument in writing signed by an *Authorized Signatory*.

**26. Severability.** Every provision of this Employment Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such term or provision will be enforced to the maximum extent permitted by law and, in any event, such illegality or invalidity shall not affect the validity of the remainder of the Employment Agreement.

**27. Blue-Penciling.** If any court determines that any provision of this Employment Agreement, or any part hereof, or the application of any such provision, or any part hereof, to any person or circumstance is unenforceable or void, such court shall have the power to modify such provision, or any part hereof, to the extent necessary to render it legal and enforceable while preserving its intent, or if such modification is not possible, by substituting therefore another provision that is legal and enforceable and that achieves the same objective.

**28. Waiver.** None of my obligations under this Employment Agreement shall be deemed to have been waived by the Employer except if the giving of such waiver is contained in a written notice given to me and no such waiver shall be deemed to be a waiver of any other or further obligation I have under this Employment Agreement.

**29. Entire Agreement.** This Employment Agreement, the Employer's employment application, the Terms and Conditions of Service issued pursuant to the offer of employment and any documentation employing me or transferring me to the Employer, contain the entire understanding between me and the Employer or any other *Deloitte Entity* with respect to the subject matter hereof and supersedes all prior representations, warranties, and agreements with respect to such subject matter, and no representations, warranties or other covenants exist with respect to such subject matter that are not contained or expressly referred to herein. Notwithstanding the foregoing, any written agreement between a *Deloitte Entity* and me with respect to the subject matter hereof that was signed by me prior to the effective date of this Employment Agreement shall remain valid and enforceable according to the terms of such agreement with respect to all acts and omissions occurring prior to the effective date of this Employment Agreement. In the event of a conflict between this Employment Agreement and the employment application or any other document purporting to set forth terms and conditions of my *Employment*, this Employment Agreement will control.

**30. Transfer and Assignment.** Unless as the Employer shall otherwise determine, the rights, obligations and benefits of the Employer under this Employment Agreement, including but not limited to those rights and benefits relating to my post-Employment obligations set forth in this Paragraph 30 and in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19 and 23 above, are transferred and assigned, in whole or in part (as the Employer shall determine) and without the need for my consent or the formality of documentation or prescribed processes, to (a) any *Deloitte Entity* in connection with my transfer to that *Deloitte Entity* or (b) any entity that acquires all or a part of the assets or business of the Employer. All provisions of this Employment Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, representatives, successors, and assigns of the Employer and me, and any *Deloitte Entity* to which I may be transferred during my *Employment*, provided, however, none of my duties or obligations under this Employment Agreement may be assigned or transferred by me to any other person or entity without the Employer's prior written approval of such assignment or transfer. Any purported assignments in violation of this Paragraph 30 shall be null and void.

**31. Headings.** The headings contained in this Employment Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Employment Agreement.

I have read the foregoing, understand it, and agree to comply with its terms.

**For Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
 6718FF75DA89400...

Pooja Madhani

**Talent**

**Authorized Signatory**

Effective as of , I accept all the terms and conditions of the Employer as stipulated in this Employment Agreement.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

**EXHIBIT A**

The definitions below apply to the italicized terms that appear in the Employment Agreement (including the exhibits):

**Attest Client** – attest client (or an affiliate of such client) of Deloitte & Touche LLP or a *Deloitte Entity*.

**Authorized Signatory** – a director, officer or other person who is authorized to sign on behalf of a *Deloitte Entity*.

**Confidential Information** – any information not generally known to the public, in any *Form*, that (1) relates to the operation of a *Deloitte Entity* or provides the *Deloitte Entities* with a competitive advantage, (2) consists of Personally Identifiable Information (*PII*) or other personal information about *Personnel*, client and other third party personnel, independent contractors, subcontractors, agents, vendors, suppliers or others which the Employer or another *Deloitte Entity* receives in the course of business, and (3) all other information entrusted to the Employer or another *Deloitte Entity* by clients and other third parties. *Confidential Information* includes, but is not limited to, *Intellectual Property*, supplier information, designs, business or marketing plans, forecasts and financial information, tax returns, tax identification numbers, agreements, client or prospective client lists, specific information about clients or prospective clients such as preferences for specific products and services, client or prospective client needs based on financial history and past purchases of services, client or prospective client development plans, specific rates charged to a client or offered to a prospective client and other business or client records. *Confidential Information* also includes, but is not limited to, debit or credit card information, employment applications, organization charts, performance ratings and other personnel records.

**Deloitte Entity** – the Employer, Deloitte LLP, and any corporation, company, partnership, limited liability company or other entity (a) that (i) is owned, directly or indirectly, in whole or in part, by Deloitte LLP (the “Deloitte U.S. Firms”), including but not limited to Deloitte LLP subsidiaries in India, the Deloitte Touche Tohmatsu verein, Deloitte Global Services Limited, Deloitte Global Services Holdings Limited, Deloitte Touche Tohmatsu Limited (“DTTL”) or any member firm of DTTL or affiliate thereof (collectively, the “DTTL Member Firms”) or (ii) controls, is controlled by or is under common control with any of the entities listed in clause (i); or (b) in which any *Personnel* participated on its behalf, or carried out any duties with respect to its affairs. For purposes of this Employment Agreement, the term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract, or otherwise.

**Deloitte Property** – *Confidential Information*, *Systems*, equipment, debit and credit cards issued in connection with my *Employment*, furniture, facilities and any and all other materials owned, licensed or leased by a *Deloitte Entity*, including, without limitation, computerized or electronic information and all copies thereof in any form or media, created by, furnished to, obtained by or prepared by me in the course of my employment in any capacity.

**Deloitte India (Offices of the US)** – The following companies shall be deemed to be the affiliates of each other and are collectively referred to as Deloitte India (Offices of the US): (i) Deloitte Consulting India Private Limited (ii) Deloitte Tax Services India Private Limited (iii) Deloitte Support Services India Private Limited (iv) Deloitte Financial Advisory Services India Private Limited and (v) Deloitte & Touche Assurance & Enterprise Risk Services India Private Limited.

**Electronic Communications** – all text, audio, video, images, information, data, files and attachments created, displayed, sent, received, posted, accessed or stored, whether deleted or not, by means of the *Systems*.

**Employment** – the nature of my relationship with the Employer or a *Deloitte Entity* pursuant to this Employment Agreement. Alternatively, and depending on context, *Employment* is the period of time during which this relationship persists.

**Form** – paper, computer disc, USB drive, website; any other tangible or electronic medium by which information may be stored or accessed; and human memory.

**Independence** – National Office (Independence) of Deloitte LLP.

**Intellectual Property** – works of authorship (including, without limitation, books, articles, data compilations, software and other copyrightable materials), materials, patents, inventions, designs, techniques, methodologies, processes, discoveries, know-how, ideas, trade secrets, moral rights, trademarks and other indicia of origin together with the goodwill therein, and all patent applications, copyright and trademark applications and registrations, and extensions and renewals thereof, throughout the world.

**Intellectual Property Rights** – all rights, title and interest in Intellectual Property.

**PCAOB** – the United States Public Company Accounting Oversight Board.

**Personal Creations** – *Intellectual Property* that meet all of the following criteria: (1) it is conceived, developed, and created by me on my own time without using *Deloitte Property* or *Personnel* (during work hours), facilities, *Confidential Information* or *Works* of a *Deloitte Entity*, (2) it is unrelated to the actual or reasonably anticipated business or research and development of a

*Deloitte Entity*, and (3) it does not result from any work performed by me and the *Personnel* (during work hours) for a *Deloitte Entity*.

**Personnel** – partners, principals, members, officers and employees of a *Deloitte Entity*.

**PII** – information (excluding business contact information such as an individual's name and one or more of the following: organization name, organizational title, organizational role, business address, business telephone number (including business cell phone number and business email address) relating to an identified or identifiable natural person. An identifiable natural person is a natural person who can be identified, directly or indirectly, by reference to an identification number or factors specific to his or her physical, physiological, mental, economic, cultural or social identity. Set forth below is a non-exclusive list of information that constitutes PII when such information relates to an identified or identifiable natural person:

- Account number (bank account, credit card, etc.)
- Address
- Biometric identifier
- Certificate or license number
- Date of birth
- Government identifiers (such as PAN)
- Name\*
- Personnel Number
- Photograph or video identifiable to an individual
- Vehicle identifier or serial number
- Other information related to an individual that may directly or indirectly identify that individual (e.g., salary, performance rating, purchase history, call history, etc.)

\* Note: When an individual's name is used with PII that is not business contact information, it is included in the definition of PII.

**Pre-existing Agreements or Arrangements** – agreements or arrangements that (1) relate to any *Pre-existing Creations*; or (2) may affect my ability to comply with the requirements of this Employment Agreement, including all contractual and other restrictions or obligations with other parties, including any post-employment restrictions and required notifications to the extent applicable under 18 United States Code §207, CFR 3.104-4, and India laws, rules and regulations that may or will impose limitations on my professional activities during my *Employment* (such as any non-compete agreements with prior employers and the one-year ban on lobbying contacts).

**Pre-existing Creations** – any *Intellectual Property* and *Intellectual Property Rights* that were developed or created by me, alone or with others, or otherwise acquired by me, before the period of my employment in any capacity with the Employer, in which I claim any ownership or right.

**Proceedings** – past or pending (1) actual or threatened claims or complaints of, or arising out of service to, present or former clients, (2) regulatory, self-regulatory, disciplinary, administrative, civil or criminal investigations, inquiries, charges, complaints, actions, sanctions, alternative dispute resolution proceedings, other proceedings or matters (other than criminal proceedings which relate solely to the operation of a motor vehicle) of any kind or nature, in India or any other jurisdiction, against me, including criminal proceedings arising out of my provision of professional services, proceedings brought by a professional association, or proceedings involving the Securities and Exchange Board of India, United States Securities and Exchange Commission or the PCAOB, other professional bodies like the Institute of Chartered Accountants of India or (3) matters of any kind or nature which could adversely affect my association with the Employer or my ability to perform my duties or responsibilities to the Employer, whether set forth in this Employment Agreement or otherwise, or my registration with or licensure by any governmental, quasi-governmental, or other regulatory agency, body or entity, in or outside the United States or India.

**Systems** – the communications systems or any part of such systems that a *Deloitte Entity* owns, licenses or operates and approves for use, including, but not limited to, e-mail, text messaging, Lotus Notes, Deloitte Online (eRoom), instant messaging, local area network, wide area network, Intranet (e.g., DeloitteNet, D Street), Internet, extranet, collaborative tools (e.g., blogs, wikis, etc.), laptop and desktop computers, servers, air cards, Personal Digital Assistants, cell phones, telephones and voicemail.

**Works** – all *Intellectual Property*, in any *Form*, created by me, alone or with others, during the period of my *Employment* that (1) is created within the scope of my *Employment*; (2) relates in any manner to the actual or anticipated business, research, or development of a *Deloitte Entity*; (3) results from any work assigned to or performed by me, alone or with others, for the Employer; or (4) is created with the use of *Deloitte Property*.

**EXHIBIT B****Pre-existing Creations; Pre-existing Agreements or Arrangements**

I understand and agree that the Employer makes no attempt to verify my claim of ownership to any of the *Pre-existing Creations* listed, and makes no admission that any *Pre-existing Creations* listed are owned by me.

[If yes, please enter details below]

Yes, I do have *Pre-existing Creations*, *Pre-existing Agreements or Arrangements*

No, I do not have *Pre-existing Creations*, *Pre-existing Agreements or Arrangements*

<b><u>Title</u></b>	<b><u>Date</u></b>	<b><u>Brief Description</u></b>
---------------------	--------------------	---------------------------------

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Print)

ACCEPTED AND AGREED TO:

**Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
6718FF75DA89400...

Pooja Madnani

**Talent**

*Its: Authorized Signatory*

\_\_\_\_\_  
Date

An *Authorized Signatory's* signature is required only if *Pre-existing Creations* or *Pre-existing Agreements* or *Arrangements* are listed pursuant to Paragraphs 2 and 11 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment made in light of Paragraph 2 that *Pre-existing Creations*, if any, are described and explained in sufficient detail so that the likelihood of confusion between the employee's *Pre-existing Creations* and the *Intellectual Property* of a *Deloitte Entity* can be avoided or minimized in the future and further indicates that the *Pre-existing Agreements* or *Arrangements* have been obtained and reviewed and that the *Authorized Signatory* is satisfied that such *Pre-existing Agreements* or *Arrangements* will not interfere with the employee's ability to comply with the requirements of this Employment Agreement.



**EXHIBIT C**

**Proceedings**

[none, unless otherwise specified]

Yes, I do have *Proceedings* to report

No, I do not have *Proceedings* to report

My signature below certifies that to the best of my knowledge, the information I have provided above, pursuant to Paragraph 3, is complete and accurate.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

**EXHIBIT D**

**Exceptions to Post-Employment Restrictions: re: Clients**

[none, unless otherwise specified]

As specified in Paragraph 13, I agree that after a period of three (3) years from my start date or the date of my employment, as the case may be, the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on Exhibit D to support the application of the obligations of Paragraph 12 to those clients.

Yes, I do have  
Post-Employment Restrictions  
re: Clients

No, I do not have  
Post-Employment Restrictions  
re: Clients

Name of Client

Specified Kind of Services(s) Permitted

ACCEPTED AND AGREED TO:

**Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
6718FF75DA89400...

Pooja Madnani

**Talent**

Its: Authorized Signatory

\_\_\_\_\_  
Date

I have read and understood the above policy terms.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

A n *Authorized Signatory's* signature is required only if information is provided pursuant to Paragraph 13 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment that criteria in Paragraph 13 have been fully satisfied, the clients listed have been properly identified, and the kinds of services permitted have been described with sufficient specificity.

## Terms and Conditions of Service

In continuation to our offer of employment with **Deloitte Tax Services India Private Limited** (the "Employer"), please note the terms and conditions of service.

The italicized terms in these Terms and Conditions of Service are defined in **Exhibit A** of the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement hereto.

### Terms of Service

#### 1. COMPLIANCE WITH INDEPENDENCE, ETHICS AND OTHER REQUIREMENTS

Deloitte & Touche LLP performs attest services for certain of its clients and is subject to the independence requirements of, among others, the United States Securities and Exchange Commission (SEC), the United States Public Company Accounting Oversight Board (PCAOB), and the American Institute of Certified Public Accountants (AICPA). These requirements mandate that certain of the Employer's employees and their relatives be independent of some or all of such attest clients and their affiliates in accordance with the policies of Deloitte LLP and its subsidiaries (the "Deloitte US Entities").

Upon joining the Employer, you will be asked to review a listing of the attest clients and the affiliates of such clients of certain of the Deloitte US Entities and disclose relationships or financial holdings that you or your relatives may have that could affect the independence of the Deloitte US Entities. Any relationships or holdings that conflict with, among other things, the requirements of the SEC, the PCAOB or the AICPA or the independence or ethics policies of the Deloitte US Entities will need to be resolved immediately. Further, you will be required to comply with these policies throughout your career with the Employer, including, when applicable, maintaining a current list of certain of your financial interests (but not their value) in the independence tracking system.

As a condition to your joining the Employer and continued employment, you are required to complete a representation regarding your understanding of, and compliance with, independence and other matters, on a periodical basis (as requested beginning on or prior to the date of you joining the Employer, annually thereafter, and upon certain changes in your role in the Employer), the details of which are provided in the independence representation. An example copy of this representation form is available for your reference on [www.deloittenet.com](http://www.deloittenet.com). The representation should be made to the best of your knowledge and ability. It is your responsibility to consult on any matter should you be uncertain or have a question. You are also requested to refer to [www.deloittenet.com](http://www.deloittenet.com) and *Independence* for more information in this respect. The representations made by you will be subject to an audit and may be reviewed by Deloitte LLP representatives and shared with certain third parties. If you are selected for such an audit, you will need to submit certain personal financial records to Deloitte LLP's internal audit team. Please be assured that Deloitte LLP fully intends to keep all information obtained through the audit process confidential and secure. You hereby give your consent to Deloitte LLP to use the information provided by you for such purposes as provided in the policies regarding independence and ethics.

In the event you (i) do not cooperate or comply with the independence requirements, or (ii) do not complete the necessary representations, or (iii) make inaccurate representation(s); you may be subject to disciplinary action including and up to termination of employment with the Employer.

Please feel free to contact or consult *Independence* should you require any further information or if you have any specific concerns in this respect.

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#### 2. NON DISCLOSURE, NON SOLICIT AND INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AGREEMENT ("Employment Agreement")

You will be expected to sign the Employer's Employment Agreement. Please contact Talent for further details.

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#### 3. HARRASSMENT POLICY

**Administrative Policy Release ("APR") 213** is the Employer's policy prohibiting harassment. Deloitte LLP's subsidiaries located in India ("Deloitte India (Offices of the US)") are committed to providing a working environment that is free from harassment based on caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis, in accordance with applicable Indian central, state or local law. Expressly forbidden are unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Depending on the circumstances, such harassment may also include conduct such as stereotyped or demeaning remarks or gestures or the display or circulation, whether in writing or electronically, of materials or pictures offensive to persons because of their caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis in accordance with applicable Indian central, state or local law. The full policy will be accessible to you on DeloitteNet after joining Deloitte U.S. India.

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#### 4. WORKING HOURS, HOLIDAYS, LEAVES AND MATERNITY BENEFITS

You will be provided with your standard working hours, which may vary over the course of your career. The Employer may, from time to time, subject to applicable laws, require the employee to work beyond these hours.

You shall be entitled to paid holidays and leave as per the Employer's policies.

Women employees are eligible for maternity benefits as per the recent amendments (2017) in the maternity benefit act, 1961, including having 26 weeks of maternity leave with pay, as applicable.

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#### 5. RETIREMENT AGE

The age of retirement for employees of Deloitte India (Offices of the US) is 60 years. Your employment will therefore automatically terminate at the end of the month in which you attain 60 years.

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#### 6. TRANSFERS

You may be transferred, assigned, or asked to attend training at the offices of a Deloitte Entity or its clients or third parties in India or abroad with or without additional compensation. In such an event, you will also be governed by the terms and conditions of service applicable to the transfer, assignment, or training.

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#### 7. NOTICE PERIOD FOR TERMINATION OF SERVICES

The notice period for termination of your services is **60 Days** by either side and/or salary in lieu of notice period on part of the Employer only.

The Employer expects all employees to maintain the highest standards of professional conduct at all times.

In order to assure orderly operations and provide the best possible work environment, the Employer expects you to follow rules of conduct that will protect the interests and safety of all personnel, including but not limited to the Code of Ethics and Professional Conduct.

In the event of any breach of the Code of Ethics and Professional Conduct, non-performance of a contractual obligation or the terms and conditions laid down in this Annexure, or if you engage in any misconduct whether or not in connection with or affecting the business or affairs of the Employer or the work conduct, as specified by Employer, you will be subject to disciplinary action up to and including termination of your services/ employment with the Employer without any notice or payment in lieu of notice notwithstanding any other terms and conditions stipulated herein.

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#### 8. MISCONDUCT

Misconduct may include but is not limited to:

- Irregular attendance: repeated or excessive absence, tardiness or early departures/ late comings without approval.
- Unreported or unapproved absence (including overstay of leave) for more than five consecutive days or deviation from assigned and accepted schedule for more than five days.
- Falsification or manipulation in background verification process or employment records, employment information, or other records prior to or after joining the Employer.
- Falsification or manipulation of Deloitte Time & Expense (DTE).
- Knowingly providing false statements, either verbally or in written form.
- Neglect of normal duties and functions.
- Practices such as reading personal materials during working time, having obscene or inappropriate posters or screen savers at your work station, playing games at your work station, etc.
- Continued discharge of work functions that do not meet the standards reasonably expected.
- Breach of the confidentiality provision in the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement including disclosing to any unauthorized person any *Confidential Information* or *PII*.
- Willful insubordination or disobedience, whether or not in combination with another, of any lawful and reasonable instructions of any member of management or any authorised person.
- Engaging in unapproved outside employment and activities as defined in APR 218 (US & IND)

([https://deloitte.net.deloitte.com/About/Policies/Admin/Pages/218\\_OutsideEmploymentActivities\\_US.aspx](https://deloitte.net.deloitte.com/About/Policies/Admin/Pages/218_OutsideEmploymentActivities_US.aspx)).

- Installing, downloading, copying or duplicating any unauthorized or unlicensed software, programs, games, or attachments on any computer system of the Employer or of any *Deloitte Entity* or its clients.
- Engaging in any illegal activities.
- Workplace violence, including threats of physical violence.
- Corporate credit card delinquencies.
- Causing damage to the property of the Employer, any *Deloitte Entity*, its clients, or their respective personnel
- Going on or abetting a strike in contravention of any law.
- Theft of any property belonging to another, the Employer or any *Deloitte Entity*, or their respective personnel, clients, or visitors
- Possession of firearms, explosives, knives or any instruments that can be used as an injurious or deadly weapon in the workplace or at any *Deloitte Entity* sponsored event.
- Corruption, fraud, or misappropriation of funds.
- Failure to comply with the policies, guidelines, rules and regulations of the Employer or a *Deloitte Entity* as applicable.
- Excessive personal use of the Employer's telephone, fax or computer systems.
- Failure to adhere to applicable laws.
- Any act prejudicial to or in conflict with the interests of the Employer or a *Deloitte Entity*.

The above terms and conditions are based on, and should be read in conjunction with, the Employer's policies, guidelines, procedures and other rules currently applicable, including but not limited to Administrative Policy Releases (APRs) and Deloitte India (Offices of the US)'s other policies, guidelines, rules, and regulations. The above rules are subject to amendments from time to time and the amended rules, policies, procedures, and guidelines would be posted on the Employer's Intranet site i.e. <https://deloitte.net.deloitte.com/Pages/Home.aspx> for employee reference. The policies will be updated from time to time in the future and we deem to have your consent to any and all such changes. Furthermore, upon acceptance of employment with the Employer, you may be requested to read and acknowledge acceptance of various policies and guidelines of the Employer. It is expected that you will read and acknowledge all such communications.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name



### Training Agreement

On behalf of **Deloitte Tax Services India Private Limited**, please accept our congratulations on your recent offer of employment to join the Company as **Tax Consultant I** pursuant to the terms and conditions of your offer letter dated **August 26, 2024**. You made a very favorable impression with everyone you met and we are excited about the possibility of you joining the Company.

As you may be aware, as a condition of employment with the Company, you may be required to travel Overseas to attend a series of training sessions for a period of up to 90 days. This training will be a combination of classroom procedural training as well as on-site training to observe employees conducting similar work at various client locations. This training represents the confidence we have in your ability to be a valuable member of the practice of the Company.

As per Company policy, we kindly bring to your attention that all employees attending training overseas are required to sign a Training Agreement which will obligate the employee to repay a calculated amount of the costs associated with the training, only if the employee resigns his/her position or are terminated for cause within a specified period after completion of the training (usually between 6 to 18 months). This repayment obligation disappears after the specified period of time has lapsed. We all look forward to seeing you again soon and having you join our team of outstanding professionals.

Sincerely,

For **Deloitte Tax Services India Private Limited**

DocuSigned by:

*Pooja Madhani*

6718FF75DA89400...

By:

Signature

**Authorized Signatory**



**Deloitte Tax Services India Private Limited**  
**Deloitte Tower Survey No. 41 Gachibowli Village, Ranga**  
**Reddy District, CIRCLE 3, Hyderabad - 500032, Telangana,**  
**India**

**Tel: +91 040 67621000**  
**www.deloitte.com**

**Subject: Offer of Employment**

**Dear YADHUKRISHNAN P V:**

On behalf of **Deloitte Tax Services India Private Limited** (the "Employer" or "Company"), I am pleased to confirm our offer of employment to you as **Tax Consultant I** based in **Hyderabad**.

We extend this offer, and the opportunity it represents, with great confidence in your abilities. You have made a very favorable impression with everyone you met and we are excited with the prospect of you joining our organization on **JUNE 26, 2022**.

Your immediate manager will communicate details of your role and work responsibilities in the initial weeks of your joining the Employer. During your employment, the Company may require you to work on any project that you are assigned to, on any technical platforms/skills and nature of the project, in differentiated work timing, at designated work space and location as may be decided by the company.

As part of your annual compensation, you will receive a Total Salary of **Rs 382500** and, will be eligible for a performance linked variable bonus. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount could vary depending upon the business and individual performance each fiscal year and, in some situations, could exceed the payout range indicated. Any amounts paid will be subject to statutory and other deductions as per Employer policies and practices. The details of your compensation breakdown are provided in the attached Annexure A.

As an incentive to join the Company, you are eligible to receive a joining bonus of **Rs./₹ 100,000/-** subject to your reporting for full-time employment on **JUNE 26, 2022**. This amount will attract applicable taxes and will be processed as part of your first month's payroll. You will have an obligation to repay the entire amount of your joining bonus if you resign your position or are terminated for cause by the Company within **12 months** of your start date.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

Your employment with us will be governed by the Terms and Conditions as detailed in **Annexure B**, as well as any and all rules, regulations, guidelines, policies and practices of the Employer, which may be amended from time to time. Deloitte LLP and its U.S.-based subsidiaries (the "Deloitte U.S. Firms") requires their employees to make the necessary representations regarding independence and other matters. Because the Employer is an Indian subsidiary of Deloitte LLP, we must also comply with these independence requirements. Accordingly, this offer is conditional upon you agreeing to make such representations under the Employer's Independence Representations requirements, as further explained in **Annexure B**.

Your compensation details are confidential, and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization. We would like you to join the Employer on, or an alternative mutually agreed upon date.

This offer letter, together with the Annexures described herein, and the Non-Disclosure, Non Solicit and Intellectual Property Rights Assignment Agreement, the Information Security Policy (which you are required to sign upon joining), constitute the entire agreement between the parties with respect to the subject matter of this offer, and supersedes all other previous or contemporaneous oral or written representations, understandings or agreements relating to the subject matter of this offer between you and the Employer or its affiliates.

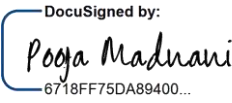
In compliance with applicable laws, Deloitte India (Offices of the US) provides its professionals with home pick-up and drop transport services within **pre-defined** boundary if their shift timings are between 8:30 p.m. - 6:00 a.m. in Hyderabad, 9:00 p.m. - 6:00 a.m. in Mumbai, Pune; 7:00 p.m. – 6:00 a.m. in Gurugram, 8:00 p.m. - 6:00 a.m. in Bengaluru, Chennai, and Kolkata.

This letter and **Deloitte Tax Services India Private Limited** employment application are intended to be final. To accept the offer and the terms of this letter, please sign below in the space provided within three business days.

everyone you have interviewed with joins me in extending to you congratulations and warm regards. We look forward to you joining our team.

Sincerely,

**For Deloitte Tax Services India Private Limited**  
Best regards,

By:   
Signature

**Authorized Signatory**

**Acceptance**

Signature

Date



**Annexure A****Tax Consultant I -**

<b>Description</b>	<b>Monthly</b> (Rs. per month)	<b>Annual</b> (Rs. per Annum)
Basic Pay	<b>17,500</b>	<b>210,000</b>
House Rent Allowance (HRA)	<b>8,750</b>	<b>105,000</b>
Special Allowance <sup>1a &amp; 1b</sup>	<b>11,867</b>	<b>142,404</b>
Leave Travel Allowance <sup>2</sup>	<b>1,750</b>	<b>21,000</b>
Differential Allowance	<b>5,833</b>	<b>69,996</b>
Meal Card <sup>3</sup>	<b>2,200</b>	<b>26,400</b>
Employer's contribution to PF	<b>2,100</b>	<b>25,200</b>
<b>Total Salary (in Rs.)</b>	<b>50,000</b>	<b>600,000</b>
Variable Bonus*	You are eligible for a performance linked variable bonus. It will be paid out at the end of the fiscal year, as applicable and on the basis of your individual performance and performance of the business	
Medical Insurance Premium <sup>4</sup>	<b>3,014</b>	<b>36,167</b>

\*The Variable Bonus will vary, primarily based on your individual performance and the performance of the business, during the Employer's fiscal year which is June through May. Your performance will be formally assessed as a part of the Employer Performance Review Cycle Process. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount will vary depending upon the business and individual performance and in some circumstances, could exceed the payout range indicated. The performance of all the employees who have joined the Employer prior to March 1st will be assessed for the fiscal year ending in May. The disbursement of a Variable Bonus, if applicable, is subject to you being active on the rolls of the Employer, during the Annual Incentive Program payout cycle for the fiscal year. For employees joining during the period March 1st to May 30th, a prorated Variable Bonus, if applicable, will be based on the first year-end review ratings in the subsequent year and paid during the Annual Incentive Program payout cycle of that year. The Variable Bonus will not be paid in the event of termination of employment for any reason on or before the disbursement time. The application and interpretation of, and any determinations related to, the Variable Bonus is at the sole discretion of Employer. Employer may amend or terminate the Variable Bonus at any time. All compensation and benefits are based on employee's position with the Employer in India.

Contd/-....

Annexure A

<sup>1</sup>All employees may claim tax exemption, subject to tax rules from time to time, from their Special Allowance component, expenses incurred towards communication and Driver / Fuel & Maintenance Expenses as per eligibility mentioned below:

**Employee Level -  
Tax Consultant I**

<sup>1a</sup>Communication Expenses

<sup>1b</sup>Fuel Expenses

Only one Post paid mobile, one Land Phone  
and One internet connection bill(s) can be  
claimed.

Petrol / Driver / Insurance / Repairs &  
Maintenance

**Rs./₹ 3,000/-** per month

**Rs./₹ 7,500/-** per month

<sup>1a</sup> The internet/telephone/mobile bills should be in the Employee's name.

<sup>1b</sup> For claiming vehicle running expenses (Driver / Fuel / Repairs & Maintenance expenses) the vehicle has to be in the name of the Employee and the current tax rules are as under. The above limits will be applicable for all those who are on company car lease program and the below limits will apply for all those who are on self-owned car. In case of company leased car, taxability would be as per the current perquisite valuation rules.

Nature of Expenses	Own Vehicle –Maximum Tax exemption limit per month		
	4 Wheelers (Engine Capacity)		
	<= 1600 cc	> 1600 cc	Two Wheelers
Fuel & Maintenance	Rs. 1,800	Rs. 2,400	Rs. 900
Driver's Salary	Rs. 900	Rs. 900	Not applicable

All employees at and above **Senior Staff** are eligible for the company car lease program. If you choose to avail of this benefit, the amount towards lease rental will be paid by the firm on your behalf to the leasing company and your compensation structure will be adjusted accordingly. A revised letter with the new compensation structure will be issued that will supersede this letter for all practical purposes.

<sup>2</sup> The Leave Travel Allowance (LTA) will be paid on a monthly basis as an allowance with tax deducted at source. If you choose to avail the tax benefit on LTA, you should submit proof of expenses incurred by you for Self and / your immediate dependents. The taxability or otherwise of LTA will be as per the Income Tax Act 1961, details of which will form part of the LTA Form.

<sup>3</sup> Meal Card amount will be credited at the start of each month and for the first month (For New Hires) prorated amount will be processed as part of payroll. If not collected, it will be processed as a taxable amount with the salary.

<sup>4</sup> Annual Floating Medical Insurance Coverage for self and **6 dependents** is being paid by the Employer on your behalf. The premium amount is subject to change every year post renewal of insurance policy. In case you opt for an enhancement of the coverage limit, the additional premium will be adjusted accordingly from the special allowance.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

You may also be eligible to either a One-time Stipend or a temporary lodging basis joining the registered office location, you will receive a survey from Deloitte prior to your joining.

You may select the best option for availing the relocation assistance. If an employee who has availed this reimbursement decides to quit within 18 months from the date of relocation claim for whatever reason, the relocation reimbursement paid to the employee will be recovered in full, from the employee's full and final settlement.

By joining the Company, you will become a member under the 'Deloitte USI Employees Welfare Trust' and may be required to make a nominal contribution as a member.

Original bills towards the above components should be submitted during the Income Tax fiscal period evidencing the expenditure to get Income Tax exemption, failing which the same will attract applicable Income Tax.

Submission of false, tampered or altered bills as proof of expense for any of the above components will result in disciplinary action including termination of employment.

**Your compensation above is subject to income tax deduction per rules and guidelines prescribed under the prevailing tax laws. This may change from time to time in line with the amendments done in tax laws.**



## Annexure B

### **Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement ("Employment Agreement")**

In consideration of my employment by **Deloitte Tax Services India Private Limited**, an Employer incorporated under the provisions of the Companies Act, 1956 and having its registered office **Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District, CIRCLE 3, Hyderabad - 500032, Telangana, India** (the "Employer") as **Tax Consultant I** - and other valuable consideration, I acknowledge and agree that:

#### **PRELIMINARY MATTERS**

**1. Defined Terms.** The italicized terms in this agreement (the "Employment Agreement") are defined in **Exhibit A** hereto.

**2. Pre-existing Agreements or Arrangements.** I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Agreements or Arrangements*. The Employer expects me to abide by all restrictions or obligations that are contained in such Pre-existing Agreements or Arrangements and to avoid involvement, while employed by the Employer, in any matter that could pose a conflict as a result of confidential information or intellectual property obtained by me prior to my *Employment*. I further represent that none of these restrictions or obligations, including those set forth in any non-compete agreements with prior employers, is inconsistent with my acceptance of the Employer's offer of *Employment* or my becoming, and serving as, **Tax Consultant I** of the Employer. To the extent applicable and if I am joining the Employer after having served as an employee or official of the United States Government, I further represent that: (1) I have disclosed my prior participation, if any, in any discussions or negotiations with, or decisions to award contracts to, the Deloitte U.S. Firms while I was employed by the United States Government; and (2) I had either recused myself or had not played an active role in the applicable United States Government agency's decision to award any contracts to the Deloitte U.S. Firms while I was employed by the United States Government.

#### **PROTECTION OF OUR BUSINESS**

**3. Reporting of Proceedings.** Except as provided by law and except as I have disclosed in writing on **Exhibit C** to this Agreement, I represent and warrant that I have no *Proceedings* to report. Should I become a subject of any *Proceedings* during my association with the Employer, I agree to immediately report, in writing, all relevant facts to the Chief Talent Officer of Deloitte LLP, the Regional Talent Director of the Employer, and the Chief Ethics and Compliance Officer of Deloitte LLP. I understand that my responses are subject to audit and review by the Employer and others in accordance with applicable professional, ethical, legal, or Employer requirements, rules, regulations, policies, or practices, or other requests.

**4. Confidentiality.** I acknowledge that, by virtue of my *Employment*, I will acquire and be exposed to, have access to, make use of and/or create *Confidential Information*. Therefore, I agree to hold in trust and confidence all such *Confidential Information*. I will neither disclose any such *Confidential Information* to anyone outside a *Deloitte Entity* without the prior written approval of an *Authorized Signatory*, except as required by my authorized duties for the Employer, nor use any such *Confidential Information* for any purpose other than for the benefit of a *Deloitte Entity*.

**5. Third Party Information and Property.** I agree that during my *Employment*, I shall not use or disclose any confidential information or intellectual property of any former employer or other person or entity without the prior written authorization of such employer, person or entity and the prior written consent of an *Authorized Signatory*. If I were to use or disclose any such Confidential Information or Intellectual Property without prior consent, and any of the *Deloitte Entities* become the subject of any claim from a third party regarding such unauthorized use or disclosure, I agree to hold harmless and indemnify the *Deloitte Entities* for any legal defense costs and/or damages related to any such claim.

**6. Authorization.** Only employees of the Employer holding a senior or managerial position with the Employer will be authorized by a specific authorization, delegation, or power of attorney to sign legal documents, representing the Employer. Similarly, only such authorized employees of the Employer may speak about the Employer, the business and plans, various client-related projects etc.

**7. Competing Activities and Conflict of Interest.** During the period of my *Employment* I will not, directly or indirectly, participate in or in any way render services or assistance to any business that is or may be competitive with a *Deloitte Entity*, whether or not for compensation, or engage in any conduct which might result in, or create the appearance of using my position for private gain or other than for the benefit of a *Deloitte Entity*, or otherwise create a conflict, or the appearance of a conflict, of interest with a *Deloitte Entity*. Such conduct shall include, but not be limited to, having an undisclosed financial interest in any vendor or supplier of a *Deloitte Entity*, accepting payments of any kind or gifts other than of a nominal value from vendors, clients or suppliers, or having an undisclosed relationship with a family member or other individual who is employed or

associated with any entity in active or potential competition with a *Deloitte Entity*, and which creates a conflict of interest. I represent and warrant that I am not currently aware of any present or past violation of this provision.

**8. Authorization to Access Systems and Electronic Communications and use of Deloitte Property.** I understand that while employed with a *Deloitte Entity*, I will use and have access to the Systems. I also acknowledge that a *Deloitte Entity* has the right at any time to access, retrieve, delete, monitor, examine, use and/or disclose my Electronic Communications and information from (or about) me and the content, without notice to me, and that such *Electronic Communications* are considered part of a *Deloitte Entity's* business and client records and are not to be considered private or personal to me or any other *Personnel*. I further acknowledge that this right extends to *Electronic Communications* transmitted for either a business or personal purpose.

I agree that I am authorized to access the *Systems* only for approved business purposes and occasional personal use if such use does not interfere with my work responsibilities and other required business activities, business operations, or *Systems* performance. However, I also acknowledge that such occasional personal use does not create an expectation of privacy as to any of my personal *Electronic Communications* and, as such, are *Deloitte Property*.

I further acknowledge that I am not authorized to use the *Systems* for personal gain or any illegal or unethical use. I agree that under no circumstances am I authorized to access any of the *Systems* for the purpose of obtaining *Deloitte Property* for a competitor of a *Deloitte Entity*, transmitting *Deloitte Property* to me (e.g., emailing *Confidential Information* to my personal email address) or to a third party for purposes other than furthering the business objectives of a *Deloitte Entity*. I am not authorized to download a *Deloitte Entity's Confidential Information* or other *Deloitte Property* to removable media such as a CD Rom, disk or thumb drive other than as authorized for furthering the business objectives of a *Deloitte Entity*.

I will be responsible for the safe keeping and return in good condition and order of all the *Deloitte Property* that may be in my use, custody, care or charge. For the loss of any *Deloitte Property* in my possession or custody or for which I have been assigned responsibility, the Employer will have a right to assess on its own basis and recover from me, the damages in respect of such materials (out of the amounts due to me or otherwise) and to take such other legal action as it deems appropriate including termination of my employment without notice or payment in lieu thereof in the event of my failure to account for such material or property to its satisfaction.

**9. Security.** I am provided with a worktable and lockable storage space. I will ensure they are locked when unattended and understand that a duplicate key will only be provided if I sign for it. I am required to display my identity card to the appropriate security personnel on demand and at all times within the office premises.

**10. Ownership of Works.**

a. I agree that the Employer owns all rights, title and interest in and to all *Works*.

b. I agree that all *Works* are deemed works made for hire under India copyright or applicable laws or equivalent laws of any applicable foreign jurisdiction, and all *Intellectual Property Rights* therein vest automatically in the Employer upon creation of the *Works*. I agree that, to the extent any *Work* is held not to be a work made for hire, I hereby irrevocably assign all *Intellectual Property Rights* in the *Work* to the Employer. Notwithstanding anything contained in Section 19(4) of the Indian Copyright Act, 1957, I agree that such assignment shall continue to be in force for perpetuity irrespective of whether or not the Employer exercises its rights as the assignee for any period of time.

c. I will at all times, even after termination of my *Employment*, do whatever the Employer reasonably requests of me, at the Employer's expense, to document the assignment of any *Works* to the Employer or to assist the Employer in pursuing, renewing, extending or assigning any *Intellectual Property Rights*, and otherwise perfecting, protecting and enforcing said *Intellectual Property Rights* in, any *Works*. I agree that, as between me and the Employer, the Employer shall be the sole author, inventor, and owner of all such *Works* and *Intellectual Property Rights* therein throughout the world, and that the Employer shall have the sole right to seek copyright registrations, patents or trademark registrations, including all extensions and renewals thereof. I also hereby agree that I waive all moral rights in any *Works*.

I also agree to assign all my right, title and interest in and to any particular *Works* to a third party as directed by the Employer.

In the event the Employer is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraphs, I hereby irrevocably designate and appoint the Employer and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and in my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraphs with the same legal force and effect as if executed by me. I hereby waive any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any *Works* assigned hereunder to the Employer.

d. During a 12 month period after termination of my *Employment*, I agree that any *Intellectual Property* I create or conceive that results from and is related to any work assigned to or performed by me for the Employer, or that was created using *Deloitte Property*, is a *Work* that is subject to Paragraph 10 (b) above. For purposes of clarification, the foregoing provision is in addition to, and not in limitation of, any rights and remedies the Employer may have under the applicable laws protecting *Intellectual*

*Property of the Deloitte Entities.*

e. I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Employer) of all *Works* developed by me during the period of my employment with the Employer, which records shall be available to and remain the sole property of the Employer at all times.

**11. Pre-existing Creations; Personal Creations.** My obligations in Paragraph 10 do not apply to *Pre-existing Creations* and *Personal Creations*. I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Creations*. I acknowledge and agree that I will not assert any ownership rights against the *Deloitte Entities*, or their respective clients, with respect to any *Pre-existing Creations* unless they appear on **Exhibit B**, and **Exhibit B** has been accepted and agreed to by an *Authorized Signatory* who has signed at the bottom of such **Exhibit B**. I further agree that I shall not use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment* without the prior written consent of an *Authorized Signatory*. To the extent that I use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment*, I agree that, except as otherwise provided in a written agreement executed by me and the Employer, I hereby grant to the Employer an irrevocable, royalty free, perpetual, fully paid up, transferable, sub-licensable license to use, reproduce, distribute, display, perform, modify and create derivative works of and otherwise exploit such *Pre-existing Creations* or *Personal Creations* for any purpose including, but not limited to, client engagements.

**12. Post- Employment Restrictions re: Clients.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or serving of certain clients related to my work for a *Deloitte Entity* would necessarily involve the unauthorized use or disclosure of *Confidential Information*, and the proprietary relationships and goodwill of the *Deloitte Entities*, and, in the case of my serving of certain clients, could compromise the full compliance of the Employer or another *Deloitte Entity* with the applicable laws, rules and regulations of a U.S. or India regulatory body or other independence-related requirement of a regulatory body. Accordingly, during the period of my *Employment* and for a period of one year thereafter, I will not, directly or indirectly, solicit or provide services to any existing client of a *Deloitte Entity* with which I had personal contact and provided services during the two-year period prior to termination of my *Employment*.

**13. Exceptions to Post- Employment Restrictions re: Clients.** I understand that the obligations of Paragraph 12 will not apply for a period of three (3) years after my start date or the date of my promotion or transfer to clients of a *Deloitte Entity* and/or certain specified kinds of services rendered to such clients that meet all of the following criteria: (a) are personal clients of mine who came to a *Deloitte Entity* solely to avail themselves of certain specified kinds of services rendered by me and only as a result of my own independent recruitment efforts, which a *Deloitte Entity* neither subsidized nor otherwise financially supported as part of a program of client development, (b) are listed on **Exhibit D** expressly by name with respect to client and with sufficient specificity with respect to the kinds of service(s) that I will be permitted to render, and (c) are accepted and agreed to as to their listing on **Exhibit D** by an *Authorized Signatory* who has signed at the bottom of such Exhibit. I agree that after a period of three (3) years from my start date or the date of my promotion or transfer the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on **Exhibit D** to support the application of the obligations of Paragraph 12 to those clients.

**14. Future Employment with Clients.** Except as otherwise provided herein, I understand that I am not prohibited from accepting employment with a client (or an affiliate of such client) of a *Deloitte Entity*. Before entering into substantive discussions with an *Attest Client* regarding any employment opportunity, I acknowledge and agree that during my *Employment* and for five years thereafter I must first notify *Independence* and obtain prior written approval from *Independence*. I acknowledge and understand that it is the intent of the Employer to interpret and apply this provision (a) in an effort to ensure the full compliance of the *Deloitte Entities* with applicable U.S. and India laws, rules, and regulations; (b) to serve the public interest; and (c) to protect the legitimate interests of the *Deloitte Entities* or their respective *Attest Clients* under applicable U.S. or India laws, rules and regulations in a manner that is no greater than is reasonably necessary to protect such interests and without being unduly harsh and oppressive to me and my interests in future employment with an *Attest Client*. Further, I acknowledge and agree that because of, among other things, the importance of the *Deloitte Entities* remaining in compliance with applicable independence rules, such approval may be withheld by *Independence* in the event that my employment with an *Attest Client* would, in the view of Deloitte LLP, be inconsistent with applicable laws, rules and regulations or jeopardize the independence of a *Deloitte Entity* with respect to such *Attest Client*.

**15. Restrictions re: Personnel and Contractors.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or hiring or of any of its *Personnel* or contractors of the *Deloitte Entities*, or my participation in their hiring, admission or retention, would necessarily involve the unauthorized use or disclosure of *Confidential Information* or the proprietary relationships and goodwill of the *Deloitte Entities*. Accordingly, during my *Employment* and for one year thereafter, I will not, directly or indirectly, (a) solicit or attempt to solicit, or participate in the solicitation of or any attempt to solicit any *Personnel* to leave a *Deloitte Entity*, or to join any firm or business with which I may be or become affiliated; (b) participate in the hiring or admission of any *Personnel*; or (c) cause a contractor of a *Deloitte Entity* to cease providing services to, with, or on behalf of the *Deloitte Entity*.

**16. Post- Employment Restrictions re: Deloitte Property.** Upon termination of my *Employment*: (a) I will not use or disclose *Deloitte Property*, including, but not limited to, *Confidential Information* and *Works*, for any purpose; (b) I will not retain or take with me any *Deloitte Property*; (c) I will immediately deliver to a *Deloitte Entity* at any location that it designates, at my expense, within one business day after the termination of my *Employment* or on an alternate date designated by a *Deloitte*

*Entity*, any *Deloitte Property* that I may then or thereafter hold or control; and (d) I agree to allow a *Deloitte Entity* to inspect any of my personal or home computers, including smart phones, tablet computers, or any device, media or location capable of storing electronic data, to determine whether any *Deloitte Property* resides on such computers and to permit a *Deloitte Entity* to remove such *Deloitte Property*.

## OTHER POST- EMPLOYMENT OBLIGATIONS

**17. Transition of Work and Cooperation.** Upon termination of my *Employment* for any reason, I will cooperate with a *Deloitte Entity* in all matters relating to the completion of pending work and its orderly transfer. I will also cooperate fully with a *Deloitte Entity* in connection with any threat of or actual legal proceeding against a *Deloitte Entity* or any client, customer or licensor of a *Deloitte Entity* arising out of any matter with or of which I had contact or knowledge during my *Employment*.

**18. Notification of Post- Employment Obligations.** I agree that prior to accepting employment or affiliation with another firm or business I will advise such firm or business of my duties and obligations under this Employment Agreement. After my *Employment* ends, I agree that a *Deloitte Entity* shall be permitted to advise any firm or business with which I have accepted an offer of employment or affiliation concerning my duties and obligations under this Employment Agreement.

**19. Certification.** I agree that during or after my *Employment* I will, if requested, provide written certification in such form as the Employer may require that I have complied with my obligations hereunder, including, without limitation, those obligations set forth in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15 and 16 of this Agreement.

## OUR ENFORCEMENT RIGHTS AND REMEDIES IN THE EVENT OF A BREACH

**20. Equitable Relief and Attorney's Fees.** I acknowledge and agree that a breach of this Employment Agreement, including, but not limited to, a breach of my duties and obligations under the terms and conditions of Paragraphs 4, 5, 7, 8, 9, 10, 12, 14, 15 or 16 would cause irreparable harm to the *Deloitte Entities* and that, in addition to other remedies, the Employer on behalf of itself or another *Deloitte Entity* is entitled to a temporary restraining order, an injunction or other equitable relief to prevent any such breach. I also acknowledge that, to the extent permitted by law, a *Deloitte Entity* will be entitled to the payment of the *Deloitte Entities'* reasonable costs and attorney's fees incurred in enforcing this Employment Agreement. I also acknowledge that, to the extent permitted by law, the Employer may request that a court extend the one year period following the termination of my *Employment*, as provided in Paragraphs 12 and 15, to correspond with the period that I participated in activities prohibited by Paragraphs 12 and 15.

**21. Liquidated Damages: Client Fees.** I agree that in the event of a breach under Paragraph 12, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

**22. Liquidated Damages: Compensation.** I agree that the precise amount of damages flowing from a breach under Paragraph 15 would be impracticable or extremely difficult to ascertain in an actual amount. Therefore, I agree that in the event of a breach under Paragraph 15, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by or owed to any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

**23. Right of Inspection.** I agree to permit the Employer (or to use my best efforts to enable the Employer) to inspect my books and records (and the books and records of any entity which employs or is associated or affiliated with me), upon request and at reasonable times, to enable the Employer to confirm the calculations described above and to verify compliance with Paragraphs 12 and 15. The Employer shall keep confidential any proprietary information obtained, except as may be necessary or desirable to enable the Employer to enforce its rights under this Employment Agreement and except as may be required by any statute, court or administrative order to decree or government ruling or regulation.

**MISCELLANEOUS**

**24. Governing Law; Choice of Forum.** This Employment Agreement is deemed to have been executed in the Employer's office in **Hyderabad, Telangana, India** and will be construed and governed in accordance with the laws of the Republic of India without regard to its conflicts-of-law principles. You agree to submit to jurisdiction before any court of record in which the Employer's office to which you were assigned is located, or in which a breach of this Employment Agreement may occur, at the election of the Employer, and you waive any right to raise questions of personal jurisdiction or venue in any action the Employer may bring against you in any such court. You further agree to accept service of process/summons/legal notice from the Employer when that process/summons/legal notice is either sent to your last known address by certified mail or served by any other means permitted under the law of the jurisdiction in which the Employer may bring an action against you.

**25. Modifications.** My obligations hereunder may not be changed or modified, released, discharged, abandoned or terminated, in whole or in part, except by an instrument in writing signed by an *Authorized Signatory*.

**26. Severability.** Every provision of this Employment Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such term or provision will be enforced to the maximum extent permitted by law and, in any event, such illegality or invalidity shall not affect the validity of the remainder of the Employment Agreement.

**27. Blue-Penciling.** If any court determines that any provision of this Employment Agreement, or any part hereof, or the application of any such provision, or any part hereof, to any person or circumstance is unenforceable or void, such court shall have the power to modify such provision, or any part hereof, to the extent necessary to render it legal and enforceable while preserving its intent, or if such modification is not possible, by substituting therefore another provision that is legal and enforceable and that achieves the same objective.

**28. Waiver.** None of my obligations under this Employment Agreement shall be deemed to have been waived by the Employer except if the giving of such waiver is contained in a written notice given to me and no such waiver shall be deemed to be a waiver of any other or further obligation I have under this Employment Agreement.


**29. Entire Agreement.** This Employment Agreement, the Employer's employment application, the Terms and Conditions of Service issued pursuant to the offer of employment and any documentation employing me or transferring me to the Employer, contain the entire understanding between me and the Employer or any other *Deloitte Entity* with respect to the subject matter hereof and supersedes all prior representations, warranties, and agreements with respect to such subject matter, and no representations, warranties or other covenants exist with respect to such subject matter that are not contained or expressly referred to herein. Notwithstanding the foregoing, any written agreement between a *Deloitte Entity* and me with respect to the subject matter hereof that was signed by me prior to the effective date of this Employment Agreement shall remain valid and enforceable according to the terms of such agreement with respect to all acts and omissions occurring prior to the effective date of this Employment Agreement. In the event of a conflict between this Employment Agreement and the employment application or any other document purporting to set forth terms and conditions of my *Employment*, this Employment Agreement will control.

**30. Transfer and Assignment.** Unless as the Employer shall otherwise determine, the rights, obligations and benefits of the Employer under this Employment Agreement, including but not limited to those rights and benefits relating to my post-Employment obligations set forth in this Paragraph 30 and in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19 and 23 above, are transferred and assigned, in whole or in part (as the Employer shall determine) and without the need for my consent or the formality of documentation or prescribed processes, to (a) any *Deloitte Entity* in connection with my transfer to that *Deloitte Entity* or (b) any entity that acquires all or a part of the assets or business of the Employer. All provisions of this Employment Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, representatives, successors, and assigns of the Employer and me, and any *Deloitte Entity* to which I may be transferred during my *Employment*, provided, however, none of my duties or obligations under this Employment Agreement may be assigned or transferred by me to any other person or entity without the Employer's prior written approval of such assignment or transfer. Any purported assignments in violation of this Paragraph 30 shall be null and void.

**31. Headings.** The headings contained in this Employment Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Employment Agreement.

I have read the foregoing, understand it, and agree to comply with its terms.

**For Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
 6718FF75DA89400...

Pooja Madhani

**Talent**

**Authorized Signatory**

Effective as of , I accept all the terms and conditions of the Employer as stipulated in this Employment Agreement.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name



**EXHIBIT A**

The definitions below apply to the italicized terms that appear in the Employment Agreement (including the exhibits):

**Attest Client** – attest client (or an affiliate of such client) of Deloitte & Touche LLP or a *Deloitte Entity*.

**Authorized Signatory** – a director, officer or other person who is authorized to sign on behalf of a *Deloitte Entity*.

**Confidential Information** – any information not generally known to the public, in any *Form*, that (1) relates to the operation of a *Deloitte Entity* or provides the *Deloitte Entities* with a competitive advantage, (2) consists of Personally Identifiable Information (*PII*) or other personal information about *Personnel*, client and other third party personnel, independent contractors, subcontractors, agents, vendors, suppliers or others which the Employer or another *Deloitte Entity* receives in the course of business, and (3) all other information entrusted to the Employer or another *Deloitte Entity* by clients and other third parties. *Confidential Information* includes, but is not limited to, *Intellectual Property*, supplier information, designs, business or marketing plans, forecasts and financial information, tax returns, tax identification numbers, agreements, client or prospective client lists, specific information about clients or prospective clients such as preferences for specific products and services, client or prospective client needs based on financial history and past purchases of services, client or prospective client development plans, specific rates charged to a client or offered to a prospective client and other business or client records. *Confidential Information* also includes, but is not limited to, debit or credit card information, employment applications, organization charts, performance ratings and other personnel records.

**Deloitte Entity** – the Employer, Deloitte LLP, and any corporation, company, partnership, limited liability company or other entity (a) that (i) is owned, directly or indirectly, in whole or in part, by Deloitte LLP (the “Deloitte U.S. Firms”), including but not limited to Deloitte LLP subsidiaries in India, the Deloitte Touche Tohmatsu verein, Deloitte Global Services Limited, Deloitte Global Services Holdings Limited, Deloitte Touche Tohmatsu Limited (“DTTL”) or any member firm of DTTL or affiliate thereof (collectively, the “DTTL Member Firms”) or (ii) controls, is controlled by or is under common control with any of the entities listed in clause (i); or (b) in which any *Personnel* participated on its behalf, or carried out any duties with respect to its affairs. For purposes of this Employment Agreement, the term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract, or otherwise.

**Deloitte Property** – *Confidential Information*, *Systems*, equipment, debit and credit cards issued in connection with my *Employment*, furniture, facilities and any and all other materials owned, licensed or leased by a *Deloitte Entity*, including, without limitation, computerized or electronic information and all copies thereof in any form or media, created by, furnished to, obtained by or prepared by me in the course of my employment in any capacity.

**Deloitte India (Offices of the US)** - The following companies shall be deemed to be the affiliates of each other and are collectively referred to as Deloitte India (Offices of the US): (i) Deloitte Consulting India Private Limited (ii) Deloitte Tax Services India Private Limited (iii) Deloitte Support Services India Private Limited (iv) Deloitte Financial Advisory Services India Private Limited and (v) Deloitte & Touche Assurance & Enterprise Risk Services India Private Limited.

**Electronic Communications** – all text, audio, video, images, information, data, files and attachments created, displayed, sent, received, posted, accessed or stored, whether deleted or not, by means of the *Systems*.

**Employment** – the nature of my relationship with the Employer or a *Deloitte Entity* pursuant to this Employment Agreement. Alternatively, and depending on context, *Employment* is the period of time during which this relationship persists.

**Form** - paper, computer disc, USB drive, website; any other tangible or electronic medium by which information may be stored or accessed; and human memory.

**Independence** – National Office (Independence) of Deloitte LLP.

**Intellectual Property** - works of authorship (including, without limitation, books, articles, data compilations, software and other copyrightable materials), materials, patents, inventions, designs, techniques, methodologies, processes, discoveries, know-how, ideas, trade secrets, moral rights, trademarks and other indicia of origin together with the goodwill therein, and all patent applications, copyright and trademark applications and registrations, and extensions and renewals thereof, throughout the world.

**Intellectual Property Rights** – all rights, title and interest in Intellectual Property.

**PCAOB** – the United States Public Company Accounting Oversight Board.

**Personal Creations** – *Intellectual Property* that meet all of the following criteria: (1) it is conceived, developed, and created by me on my own time without using *Deloitte Property* or *Personnel* (during work hours), facilities, *Confidential Information* or *Works* of a *Deloitte Entity*, (2) it is unrelated to the actual or reasonably anticipated business or research and development of a

*Deloitte Entity*, and (3) it does not result from any work performed by me and the *Personnel* (during work hours) for a *Deloitte Entity*.

**Personnel** – partners, principals, members, officers and employees of a *Deloitte Entity*.

**PII** – information (excluding business contact information such as an individual's name and one or more of the following: organization name, organizational title, organizational role, business address, business telephone number (including business cell phone number and business email address) relating to an identified or identifiable natural person. An identifiable natural person is a natural person who can be identified, directly or indirectly, by reference to an identification number or factors specific to his or her physical, physiological, mental, economic, cultural or social identity. Set forth below is a non-exclusive list of information that constitutes PII when such information relates to an identified or identifiable natural person:

- Account number (bank account, credit card, etc.)
- Address
- Biometric identifier
- Certificate or license number
- Date of birth
- Government identifiers (such as PAN)
- Name\*
- Personnel Number
- Photograph or video identifiable to an individual
- Vehicle identifier or serial number
- Other information related to an individual that may directly or indirectly identify that individual (e.g., salary, performance rating, purchase history, call history, etc.)

\* Note: When an individual's name is used with PII that is not business contact information, it is included in the definition of PII.

**Pre-existing Agreements or Arrangements** – agreements or arrangements that (1) relate to any *Pre-existing Creations*; or (2) may affect my ability to comply with the requirements of this Employment Agreement, including all contractual and other restrictions or obligations with other parties, including any post-employment restrictions and required notifications to the extent applicable under 18 United States Code §207, CFR 3.104-4, and India laws, rules and regulations that may or will impose limitations on my professional activities during my *Employment* (such as any non-compete agreements with prior employers and the one-year ban on lobbying contacts).

**Pre-existing Creations** – any *Intellectual Property* and *Intellectual Property Rights* that were developed or created by me, alone or with others, or otherwise acquired by me, before the period of my employment in any capacity with the Employer, in which I claim any ownership or right.

**Proceedings** – past or pending (1) actual or threatened claims or complaints of, or arising out of service to, present or former clients, (2) regulatory, self-regulatory, disciplinary, administrative, civil or criminal investigations, inquiries, charges, complaints, actions, sanctions, alternative dispute resolution proceedings, other proceedings or matters (other than criminal proceedings which relate solely to the operation of a motor vehicle) of any kind or nature, in India or any other jurisdiction, against me, including criminal proceedings arising out of my provision of professional services, proceedings brought by a professional association, or proceedings involving the Securities and Exchange Board of India, United States Securities and Exchange Commission or the PCAOB, other professional bodies like the Institute of Chartered Accountants of India or (3) matters of any kind or nature which could adversely affect my association with the Employer or my ability to perform my duties or responsibilities to the Employer, whether set forth in this Employment Agreement or otherwise, or my registration with or licensure by any governmental, quasi-governmental, or other regulatory agency, body or entity, in or outside the United States or India.

**Systems** – the communications systems or any part of such systems that a *Deloitte Entity* owns, licenses or operates and approves for use, including, but not limited to, e-mail, text messaging, Lotus Notes, Deloitte Online (eRoom), instant messaging, local area network, wide area network, Intranet (e.g., DeloitteNet, D Street), Internet, extranet, collaborative tools (e.g., blogs, wikis, etc.), laptop and desktop computers, servers, air cards, Personal Digital Assistants, cell phones, telephones and voicemail.

**Works** – all *Intellectual Property*, in any *Form*, created by me, alone or with others, during the period of my *Employment* that (1) is created within the scope of my *Employment*; (2) relates in any manner to the actual or anticipated business, research, or development of a *Deloitte Entity*; (3) results from any work assigned to or performed by me, alone or with others, for the Employer; or (4) is created with the use of *Deloitte Property*.

**EXHIBIT B****Pre-existing Creations; Pre-existing Agreements or Arrangements**

I understand and agree that the Employer makes no attempt to verify my claim of ownership to any of the *Pre-existing Creations* listed, and makes no admission that any *Pre-existing Creations* listed are owned by me.

[If yes, please enter details below]

Yes, I do have *Pre-existing Creations*, *Pre-existing Agreements or Arrangements*

No, I do not have *Pre-existing Creations*, *Pre-existing Agreements or Arrangements*

<b><u>Title</u></b>	<b><u>Date</u></b>	<b><u>Brief Description</u></b>
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\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Print)

ACCEPTED AND AGREED TO:

**Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
6718FF75DA89400...

Pooja Madnani

**Talent**

Its: *Authorized Signatory*

\_\_\_\_\_  
Date

An *Authorized Signatory's* signature is required only if *Pre-existing Creations* or *Pre-existing Agreements* or *Arrangements* are listed pursuant to Paragraphs 2 and 11 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment made in light of Paragraph 2 that *Pre-existing Creations*, if any, are described and explained in sufficient detail so that the likelihood of confusion between the employee's *Pre-existing Creations* and the *Intellectual Property* of a *Deloitte Entity* can be avoided or minimized in the future and further indicates that the *Pre-existing Agreements* or *Arrangements* have been obtained and reviewed and that the *Authorized Signatory* is satisfied that such *Pre-existing Agreements* or *Arrangements* will not interfere with the employee's ability to comply with the requirements of this Employment Agreement.

**EXHIBIT C**

**Proceedings**

[none, unless otherwise specified]

Yes, I do have *Proceedings* to report

No, I do not have *Proceedings* to report

My signature below certifies that to the best of my knowledge, the information I have provided above, pursuant to Paragraph 3, is complete and accurate.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

**EXHIBIT D**

**Exceptions to Post-Employment Restrictions: re: Clients**

[none, unless otherwise specified]

As specified in Paragraph 13, I agree that after a period of three (3) years from my start date or the date of my employment, as the case may be, the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on Exhibit D to support the application of the obligations of Paragraph 12 to those clients.

Yes, I do have  
Post-Employment Restrictions  
re: Clients

No, I do not have  
Post-Employment Restrictions  
re: Clients

<u>Name of Client</u>	<u>Specified Kind of Services(s) Permitted</u>
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ACCEPTED AND AGREED TO:

**Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
6718FF75DA89400...

Pooja Madnani

**Talent**

Its:     Authorized Signatory	<hr/>
	Date

I have read and understood the above policy terms.

<hr/>	<hr/>	<hr/>
Signature	Name	Date

A n *Authorized Signatory's* signature is required only if information is provided pursuant to Paragraph 13 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment that criteria in Paragraph 13 have been fully satisfied, the clients listed have been properly identified, and the kinds of services permitted have been described with sufficient specificity.

## Terms and Conditions of Service

In continuation to our offer of employment with **Deloitte Tax Services India Private Limited** (the "Employer"), please note the terms and conditions of service.

The italicized terms in these Terms and Conditions of Service are defined in **Exhibit A** of the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement hereto.

### Terms of Service

#### 1. COMPLIANCE WITH INDEPENDENCE, ETHICS AND OTHER REQUIREMENTS

Deloitte & Touche LLP performs attest services for certain of its clients and is subject to the independence requirements of, among others, the United States Securities and Exchange Commission (SEC), the United States Public Company Accounting Oversight Board (PCAOB), and the American Institute of Certified Public Accountants (AICPA). These requirements mandate that certain of the Employer's employees and their relatives be independent of some or all of such attest clients and their affiliates in accordance with the policies of Deloitte LLP and its subsidiaries (the "Deloitte US Entities").

Upon joining the Employer, you will be asked to review a listing of the attest clients and the affiliates of such clients of certain of the Deloitte US Entities and disclose relationships or financial holdings that you or your relatives may have that could affect the independence of the Deloitte US Entities. Any relationships or holdings that conflict with, among other things, the requirements of the SEC, the PCAOB or the AICPA or the independence or ethics policies of the Deloitte US Entities will need to be resolved immediately. Further, you will be required to comply with these policies throughout your career with the Employer, including, when applicable, maintaining a current list of certain of your financial interests (but not their value) in the independence tracking system.

As a condition to your joining the Employer and continued employment, you are required to complete a representation regarding your understanding of, and compliance with, independence and other matters, on a periodical basis (as requested beginning on or prior to the date of you joining the Employer, annually thereafter, and upon certain changes in your role in the Employer), the details of which are provided in the independence representation. An example copy of this representation form is available for your reference on [www.deloittenet.com](http://www.deloittenet.com). The representation should be made to the best of your knowledge and ability. It is your responsibility to consult on any matter should you be uncertain or have a question. You are also requested to refer to [www.deloittenet.com](http://www.deloittenet.com) and *Independence* for more information in this respect. The representations made by you will be subject to an audit and may be reviewed by Deloitte LLP representatives and shared with certain third parties. If you are selected for such an audit, you will need to submit certain personal financial records to Deloitte LLP's internal audit team. Please be assured that Deloitte LLP fully intends to keep all information obtained through the audit process confidential and secure. You hereby give your consent to Deloitte LLP to use the information provided by you for such purposes as provided in the policies regarding independence and ethics.

In the event you (i) do not cooperate or comply with the independence requirements, or (ii) do not complete the necessary representations, or (iii) make inaccurate representation(s); you may be subject to disciplinary action including and up to termination of employment with the Employer.

Please feel free to contact or consult *Independence* should you require any further information or if you have any specific concerns in this respect.

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#### 2. NON DISCLOSURE, NON SOLICIT AND INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AGREEMENT ("Employment Agreement")

You will be expected to sign the Employer's Employment Agreement. Please contact Talent for further details.

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#### 3. HARRASSMENT POLICY

**Administrative Policy Release ("APR") 213** is the Employer's policy prohibiting harassment. Deloitte LLP's subsidiaries located in India ("Deloitte India (Offices of the US)") are committed to providing a working environment that is free from harassment based on caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis, in accordance with applicable Indian central, state or local law. Expressly forbidden are unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Depending on the circumstances, such harassment may also include conduct such as stereotyped or demeaning remarks or gestures or the display or circulation, whether in writing or electronically, of materials or pictures offensive to persons because of their caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis in accordance with applicable Indian central, state or local law. The full policy will be accessible to you on DeloitteNet after joining Deloitte U.S. India.

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#### 4. WORKING HOURS, HOLIDAYS, LEAVES AND MATERNITY BENEFITS

You will be provided with your standard working hours, which may vary over the course of your career. The Employer may, from time to time, subject to applicable laws, require the employee to work beyond these hours.

You shall be entitled to paid holidays and leave as per the Employer's policies.

Women employees are eligible for maternity benefits as per the recent amendments (2017) in the maternity benefit act, 1961, including having 26 weeks of maternity leave with pay, as applicable.

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#### 5. RETIREMENT AGE

The age of retirement for employees of Deloitte India (Offices of the US) is 60 years. Your employment will therefore automatically terminate at the end of the month in which you attain 60 years.

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#### 6. TRANSFERS

You may be transferred, assigned, or asked to attend training at the offices of a Deloitte Entity or its clients or third parties in India or abroad with or without additional compensation. In such an event, you will also be governed by the terms and conditions of service applicable to the transfer, assignment, or training.

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#### 7. NOTICE PERIOD FOR TERMINATION OF SERVICES

The notice period for termination of your services is **60 Days** by either side and/or salary in lieu of notice period on part of the Employer only.

The Employer expects all employees to maintain the highest standards of professional conduct at all times.

In order to assure orderly operations and provide the best possible work environment, the Employer expects you to follow rules of conduct that will protect the interests and safety of all personnel, including but not limited to the Code of Ethics and Professional Conduct.

In the event of any breach of the Code of Ethics and Professional Conduct, non-performance of a contractual obligation or the terms and conditions laid down in this Annexure, or if you engage in any misconduct whether or not in connection with or affecting the business or affairs of the Employer or the work conduct, as specified by Employer, you will be subject to disciplinary action up to and including termination of your services/ employment with the Employer without any notice or payment in lieu of notice notwithstanding any other terms and conditions stipulated herein.

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#### 8. MISCONDUCT

Misconduct may include but is not limited to:

- Irregular attendance: repeated or excessive absence, tardiness or early departures/ late comings without approval.
- Unreported or unapproved absence (including overstay of leave) for more than five consecutive days or deviation from assigned and accepted schedule for more than five days.
- Falsification or manipulation in background verification process or employment records, employment information, or other records prior to or after joining the Employer.
- Falsification or manipulation of Deloitte Time & Expense (DTE).
- Knowingly providing false statements, either verbally or in written form.
- Neglect of normal duties and functions.
- Practices such as reading personal materials during working time, having obscene or inappropriate posters or screen savers at your work station, playing games at your work station, etc.
- Continued discharge of work functions that do not meet the standards reasonably expected.
- Breach of the confidentiality provision in the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement including disclosing to any unauthorized person any *Confidential Information* or *PII*.
- Willful insubordination or disobedience, whether or not in combination with another, of any lawful and reasonable instructions of any member of management or any authorised person.
- Engaging in unapproved outside employment and activities as defined in APR 218 (US & IND)

([https://deloittenet.deloitte.com/About/Policies/Admin/Pages/218\\_OutsideEmploymentActivities\\_US.aspx](https://deloittenet.deloitte.com/About/Policies/Admin/Pages/218_OutsideEmploymentActivities_US.aspx)).

- Installing, downloading, copying or duplicating any unauthorized or unlicensed software, programs, games, or attachments on any computer system of the Employer or of any *Deloitte Entity* or its clients.
- Engaging in any illegal activities.
- Workplace violence, including threats of physical violence.
- Corporate credit card delinquencies.
- Causing damage to the property of the Employer, any *Deloitte Entity*, its clients, or their respective personnel
- Going on or abetting a strike in contravention of any law.
- Theft of any property belonging to another, the Employer or any *Deloitte Entity*, or their respective personnel, clients, or visitors
- Possession of firearms, explosives, knives or any instruments that can be used as an injurious or deadly weapon in the workplace or at any *Deloitte Entity* sponsored event.
- Corruption, fraud, or misappropriation of funds.
- Failure to comply with the policies, guidelines, rules and regulations of the Employer or a *Deloitte Entity* as applicable.
- Excessive personal use of the Employer's telephone, fax or computer systems.
- Failure to adhere to applicable laws.
- Any act prejudicial to or in conflict with the interests of the Employer or a *Deloitte Entity*.

The above terms and conditions are based on, and should be read in conjunction with, the Employer's policies, guidelines, procedures and other rules currently applicable, including but not limited to Administrative Policy Releases (APRs) and Deloitte India (Offices of the US)'s other policies, guidelines, rules, and regulations. The above rules are subject to amendments from time to time and the amended rules, policies, procedures, and guidelines would be posted on the Employer's Intranet site i.e. <https://deloittenet.deloitte.com/Pages/Home.aspx> for employee reference. The policies will be updated from time to time in the future and we deem to have your consent to any and all such changes. Furthermore, upon acceptance of employment with the Employer, you may be requested to read and acknowledge acceptance of various policies and guidelines of the Employer. It is expected that you will read and acknowledge all such communications.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name





### Training Agreement

On behalf of **Deloitte Tax Services India Private Limited**, please accept our congratulations on your recent offer of employment to join the Company as **Tax Consultant I** pursuant to the terms and conditions of your offer letter dated **August 26, 2024**. You made a very favorable impression with everyone you met and we are excited about the possibility of you joining the Company.

As you may be aware, as a condition of employment with the Company, you may be required to travel Overseas to attend a series of training sessions for a period of up to 90 days. This training will be a combination of classroom procedural training as well as on-site training to observe employees conducting similar work at various client locations. This training represents the confidence we have in your ability to be a valuable member of the practice of the Company.

As per Company policy, we kindly bring to your attention that all employees attending training overseas are required to sign a Training Agreement which will obligate the employee to repay a calculated amount of the costs associated with the training, only if the employee resigns his/her position or are terminated for cause within a specified period after completion of the training (usually between 6 to 18 months). This repayment obligation disappears after the specified period of time has lapsed. We all look forward to seeing you again soon and having you join our team of outstanding professionals.

Sincerely,

For **Deloitte Tax Services India Private Limited**

DocuSigned by:

*Pooja Madhani*

6718FF75DA89400...

By:

Signature

**Authorized Signatory**



**Deloitte Tax Services India Private Limited**  
**Deloitte Tower Survey No. 41 Gachibowli Village, Ranga**  
**Reddy District, CIRCLE 3, Hyderabad - 500032, Telangana,**  
**India**

**Tel: +91 040 67621000**  
**www.deloitte.com**

**Subject: Offer of Employment**

**Dear YATHISH K J:**

On behalf of **Deloitte Tax Services India Private Limited** (the "Employer" or "Company"), I am pleased to confirm our offer of employment to you as **Tax Consultant I** based in **Hyderabad**.

We extend this offer, and the opportunity it represents, with great confidence in your abilities. You have made a very favorable impression with everyone you met and we are excited with the prospect of you joining our organization on **JUNE 26, 2022**.

Your immediate manager will communicate details of your role and work responsibilities in the initial weeks of your joining the Employer. During your employment, the Company may require you to work on any project that you are assigned to, on any technical platforms/skills and nature of the project, in differentiated work timing, at designated work space and location as may be decided by the company.

As part of your annual compensation, you will receive a Total Salary of **Rs 382500** and, will be eligible for a performance linked variable bonus. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount could vary depending upon the business and individual performance each fiscal year and, in some situations, could exceed the payout range indicated. Any amounts paid will be subject to statutory and other deductions as per Employer policies and practices. The details of your compensation breakdown are provided in the attached Annexure A.

As an incentive to join the Company, you are eligible to receive a joining bonus of **Rs./₹ 100,000/-** subject to your reporting for full-time employment on **JUNE 26, 2022**. This amount will attract applicable taxes and will be processed as part of your first month's payroll. You will have an obligation to repay the entire amount of your joining bonus if you resign your position or are terminated for cause by the Company within **12 months** of your start date.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

Your employment with us will be governed by the Terms and Conditions as detailed in **Annexure B**, as well as any and all rules, regulations, guidelines, policies and practices of the Employer, which may be amended from time to time. Deloitte LLP and its U.S.-based subsidiaries (the "Deloitte U.S. Firms") requires their employees to make the necessary representations regarding independence and other matters. Because the Employer is an Indian subsidiary of Deloitte LLP, we must also comply with these independence requirements. Accordingly, this offer is conditional upon you agreeing to make such representations under the Employer's Independence Representations requirements, as further explained in **Annexure B**.

Your compensation details are confidential, and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization. We would like you to join the Employer on, or an alternative mutually agreed upon date.

This offer letter, together with the Annexures described herein, and the Non-Disclosure, Non Solicit and Intellectual Property Rights Assignment Agreement, the Information Security Policy (which you are required to sign upon joining), constitute the entire agreement between the parties with respect to the subject matter of this offer, and supersedes all other previous or contemporaneous oral or written representations, understandings or agreements relating to the subject matter of this offer between you and the Employer or its affiliates.

In compliance with applicable laws, Deloitte India (Offices of the US) provides its professionals with home pick-up and drop transport services within **pre-defined** boundary if their shift timings are between 8:30 p.m. - 6:00 a.m. in Hyderabad, 9:00 p.m. - 6:00 a.m. in Mumbai, Pune; 7:00 p.m. - 6:00 a.m. in Gurugram, 8:00 p.m. - 6:00 a.m. in Bengaluru, Chennai, and Kolkata.


This letter and **Deloitte Tax Services India Private Limited** employment application are intended to be final. To accept the offer and the terms of this letter, please sign below in the space provided within three business days.

everyone you have interviewed with joins me in extending to you congratulations and warm regards. We look forward to you joining our team.

Sincerely,

**For Deloitte Tax Services India Private Limited**

Best regards,

By:   
Signature

**Authorized Signatory**

**Acceptance**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Annexure A****Tax Consultant I -**

<b>Description</b>	<b>Monthly</b> (Rs. per month)	<b>Annual</b> (Rs. per Annum)
Basic Pay	<b>17,500</b>	<b>210,000</b>
House Rent Allowance (HRA)	<b>8,750</b>	<b>105,000</b>
Special Allowance <sup>1a &amp; 1b</sup>	<b>11,867</b>	<b>142,404</b>
Leave Travel Allowance <sup>2</sup>	<b>1,750</b>	<b>21,000</b>
Differential Allowance	<b>5,833</b>	<b>69,996</b>
Meal Card <sup>3</sup>	<b>2,200</b>	<b>26,400</b>
Employer's contribution to PF	<b>2,100</b>	<b>25,200</b>
<b>Total Salary (in Rs.)</b>	<b>50,000</b>	<b>600,000</b>
Variable Bonus*	You are eligible for a performance linked variable bonus. It will be paid out at the end of the fiscal year, as applicable and on the basis of your individual performance and performance of the business	
Medical Insurance Premium <sup>4</sup>	<b>3,014</b>	<b>36,167</b>

\*The Variable Bonus will vary, primarily based on your individual performance and the performance of the business, during the Employer's fiscal year which is June through May. Your performance will be formally assessed as a part of the Employer Performance Review Cycle Process. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount will vary depending upon the business and individual performance and in some circumstances, could exceed the payout range indicated. The performance of all the employees who have joined the Employer prior to March 1st will be assessed for the fiscal year ending in May. The disbursement of a Variable Bonus, if applicable, is subject to you being active on the rolls of the Employer, during the Annual Incentive Program payout cycle for the fiscal year. For employees joining during the period March 1st to May 30th, a prorated Variable Bonus, if applicable, will be based on the first year-end review ratings in the subsequent year and paid during the Annual Incentive Program payout cycle of that year. The Variable Bonus will not be paid in the event of termination of employment for any reason on or before the disbursement time. The application and interpretation of, and any determinations related to, the Variable Bonus is at the sole discretion of Employer. Employer may amend or terminate the Variable Bonus at any time. All compensation and benefits are based on employee's position with the Employer in India.

Contd/-....

Annexure A

<sup>1</sup>All employees may claim tax exemption, subject to tax rules from time to time, from their Special Allowance component, expenses incurred towards communication and Driver / Fuel & Maintenance Expenses as per eligibility mentioned below:

**Employee Level -  
Tax Consultant I**

<sup>1a</sup>Communication Expenses

<sup>1b</sup>Fuel Expenses

*Only one Post paid mobile, one Land Phone  
and One internet connection bill(s) can be  
claimed.*

*Petrol / Driver / Insurance / Repairs &  
Maintenance*

**Rs./₹ 3,000/-** per month

**Rs./₹ 7,500/-** per month

<sup>1a</sup> The internet/telephone/mobile bills should be in the Employee's name.

<sup>1b</sup> For claiming vehicle running expenses (Driver / Fuel / Repairs & Maintenance expenses) the vehicle has to be in the name of the Employee and the current tax rules are as under. The above limits will be applicable for all those who are on company car lease program and the below limits will apply for all those who are on self-owned car. In case of company leased car, taxability would be as per the current perquisite valuation rules.

Nature of Expenses	Own Vehicle –Maximum Tax exemption limit per month		
	4 Wheelers (Engine Capacity)		
	<= 1600 cc	> 1600 cc	Two Wheelers
Fuel & Maintenance	Rs. 1,800	Rs. 2,400	Rs. 900
Driver's Salary	Rs. 900	Rs. 900	Not applicable

All employees at and above **Senior Staff** are eligible for the company car lease program. If you choose to avail of this benefit, the amount towards lease rental will be paid by the firm on your behalf to the leasing company and your compensation structure will be adjusted accordingly. A revised letter with the new compensation structure will be issued that will supersede this letter for all practical purposes.

<sup>2</sup> The Leave Travel Allowance (LTA) will be paid on a monthly basis as an allowance with tax deducted at source. If you choose to avail the tax benefit on LTA, you should submit proof of expenses incurred by you for Self and / your immediate dependents. The taxability or otherwise of LTA will be as per the Income Tax Act 1961, details of which will form part of the LTA Form.

<sup>3</sup> Meal Card amount will be credited at the start of each month and for the first month (For New Hires) prorated amount will be processed as part of payroll. If not collected, it will be processed as a taxable amount with the salary.

<sup>4</sup> Annual Floating Medical Insurance Coverage for self and **6 dependents** is being paid by the Employer on your behalf. The premium amount is subject to change every year post renewal of insurance policy. In case you opt for an enhancement of the coverage limit, the additional premium will be adjusted accordingly from the special allowance.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

You may also be eligible to either a One-time Stipend or a temporary lodging basis joining the registered office location, you will receive a survey from Deloitte prior to your joining.

You may select the best option for availing the relocation assistance. If an employee who has availed this reimbursement decides to quit within 18 months from the date of relocation claim for whatever reason, the relocation reimbursement paid to the employee will be recovered in full, from the employee's full and final settlement.

By joining the Company, you will become a member under the 'Deloitte USI Employees Welfare Trust' and may be required to make a nominal contribution as a member.

Original bills towards the above components should be submitted during the Income Tax fiscal period evidencing the expenditure to get Income Tax exemption, failing which the same will attract applicable Income Tax.

Submission of false, tampered or altered bills as proof of expense for any of the above components will result in disciplinary action including termination of employment.

**Your compensation above is subject to income tax deduction per rules and guidelines prescribed under the prevailing tax laws. This may change from time to time in line with the amendments done in tax laws.**



## Annexure B

### **Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement ("Employment Agreement")**

In consideration of my employment by **Deloitte Tax Services India Private Limited**, an Employer incorporated under the provisions of the Companies Act, 1956 and having its registered office **Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District, CIRCLE 3, Hyderabad - 500032, Telangana, India** (the "Employer") as **Tax Consultant I** - and other valuable consideration, I acknowledge and agree that:

#### **PRELIMINARY MATTERS**

**1. Defined Terms.** The italicized terms in this agreement (the "Employment Agreement") are defined in **Exhibit A** hereto.

**2. Pre-existing Agreements or Arrangements.** I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Agreements or Arrangements*. The Employer expects me to abide by all restrictions or obligations that are contained in such Pre-existing Agreements or Arrangements and to avoid involvement, while employed by the Employer, in any matter that could pose a conflict as a result of confidential information or intellectual property obtained by me prior to my *Employment*. I further represent that none of these restrictions or obligations, including those set forth in any non-compete agreements with prior employers, is inconsistent with my acceptance of the Employer's offer of *Employment* or my becoming, and serving as, **Tax Consultant I** of the Employer. To the extent applicable and if I am joining the Employer after having served as an employee or official of the United States Government, I further represent that: (1) I have disclosed my prior participation, if any, in any discussions or negotiations with, or decisions to award contracts to, the Deloitte U.S. Firms while I was employed by the United States Government; and (2) I had either recused myself or had not played an active role in the applicable United States Government agency's decision to award any contracts to the Deloitte U.S. Firms while I was employed by the United States Government.

#### **PROTECTION OF OUR BUSINESS**

**3. Reporting of Proceedings.** Except as provided by law and except as I have disclosed in writing on **Exhibit C** to this Agreement, I represent and warrant that I have no *Proceedings* to report. Should I become a subject of any *Proceedings* during my association with the Employer, I agree to immediately report, in writing, all relevant facts to the Chief Talent Officer of Deloitte LLP, the Regional Talent Director of the Employer, and the Chief Ethics and Compliance Officer of Deloitte LLP. I understand that my responses are subject to audit and review by the Employer and others in accordance with applicable professional, ethical, legal, or Employer requirements, rules, regulations, policies, or practices, or other requests.

**4. Confidentiality.** I acknowledge that, by virtue of my *Employment*, I will acquire and be exposed to, have access to, make use of and/or create *Confidential Information*. Therefore, I agree to hold in trust and confidence all such *Confidential Information*. I will neither disclose any such *Confidential Information* to anyone outside a *Deloitte Entity* without the prior written approval of an *Authorized Signatory*, except as required by my authorized duties for the Employer, nor use any such *Confidential Information* for any purpose other than for the benefit of a *Deloitte Entity*.

**5. Third Party Information and Property.** I agree that during my *Employment*, I shall not use or disclose any confidential information or intellectual property of any former employer or other person or entity without the prior written authorization of such employer, person or entity and the prior written consent of an *Authorized Signatory*. If I were to use or disclose any such Confidential Information or Intellectual Property without prior consent, and any of the *Deloitte Entities* become the subject of any claim from a third party regarding such unauthorized use or disclosure, I agree to hold harmless and indemnify the *Deloitte Entities* for any legal defense costs and/or damages related to any such claim.

**6. Authorization.** Only employees of the Employer holding a senior or managerial position with the Employer will be authorized by a specific authorization, delegation, or power of attorney to sign legal documents, representing the Employer. Similarly, only such authorized employees of the Employer may speak about the Employer, the business and plans, various client-related projects etc.

**7. Competing Activities and Conflict of Interest.** During the period of my *Employment* I will not, directly or indirectly, participate in or in any way render services or assistance to any business that is or may be competitive with a *Deloitte Entity*, whether or not for compensation, or engage in any conduct which might result in, or create the appearance of using my position for private gain or other than for the benefit of a *Deloitte Entity*, or otherwise create a conflict, or the appearance of a conflict, of interest with a *Deloitte Entity*. Such conduct shall include, but not be limited to, having an undisclosed financial interest in any vendor or supplier of a *Deloitte Entity*, accepting payments of any kind or gifts other than of a nominal value from vendors, clients or suppliers, or having an undisclosed relationship with a family member or other individual who is employed or

associated with any entity in active or potential competition with a *Deloitte Entity*, and which creates a conflict of interest. I represent and warrant that I am not currently aware of any present or past violation of this provision.

**8. Authorization to Access Systems and Electronic Communications and use of Deloitte Property.** I understand that while employed with a *Deloitte Entity*, I will use and have access to the Systems. I also acknowledge that a *Deloitte Entity* has the right at any time to access, retrieve, delete, monitor, examine, use and/or disclose my Electronic Communications and information from (or about) me and the content, without notice to me, and that such *Electronic Communications* are considered part of a *Deloitte Entity's* business and client records and are not to be considered private or personal to me or any other *Personnel*. I further acknowledge that this right extends to *Electronic Communications* transmitted for either a business or personal purpose.

I agree that I am authorized to access the *Systems* only for approved business purposes and occasional personal use if such use does not interfere with my work responsibilities and other required business activities, business operations, or *Systems* performance. However, I also acknowledge that such occasional personal use does not create an expectation of privacy as to any of my personal *Electronic Communications* and, as such, are *Deloitte Property*.

I further acknowledge that I am not authorized to use the *Systems* for personal gain or any illegal or unethical use. I agree that under no circumstances am I authorized to access any of the *Systems* for the purpose of obtaining *Deloitte Property* for a competitor of a *Deloitte Entity*, transmitting *Deloitte Property* to me (e.g., emailing *Confidential Information* to my personal email address) or to a third party for purposes other than furthering the business objectives of a *Deloitte Entity*. I am not authorized to download a *Deloitte Entity's Confidential Information* or other *Deloitte Property* to removable media such as a CD Rom, disk or thumb drive other than as authorized for furthering the business objectives of a *Deloitte Entity*.

I will be responsible for the safe keeping and return in good condition and order of all the *Deloitte Property* that may be in my use, custody, care or charge. For the loss of any *Deloitte Property* in my possession or custody or for which I have been assigned responsibility, the Employer will have a right to assess on its own basis and recover from me, the damages in respect of such materials (out of the amounts due to me or otherwise) and to take such other legal action as it deems appropriate including termination of my employment without notice or payment in lieu thereof in the event of my failure to account for such material or property to its satisfaction.

**9. Security.** I am provided with a worktable and lockable storage space. I will ensure they are locked when unattended and understand that a duplicate key will only be provided if I sign for it. I am required to display my identity card to the appropriate security personnel on demand and at all times within the office premises.

**10. Ownership of Works.**

a. I agree that the Employer owns all rights, title and interest in and to all *Works*.

b. I agree that all *Works* are deemed works made for hire under India copyright or applicable laws or equivalent laws of any applicable foreign jurisdiction, and all *Intellectual Property Rights* therein vest automatically in the Employer upon creation of the *Works*. I agree that, to the extent any *Work* is held not to be a work made for hire, I hereby irrevocably assign all *Intellectual Property Rights* in the *Work* to the Employer. Notwithstanding anything contained in Section 19(4) of the Indian Copyright Act, 1957, I agree that such assignment shall continue to be in force for perpetuity irrespective of whether or not the Employer exercises its rights as the assignee for any period of time.

c. I will at all times, even after termination of my *Employment*, do whatever the Employer reasonably requests of me, at the Employer's expense, to document the assignment of any *Works* to the Employer or to assist the Employer in pursuing, renewing, extending or assigning any *Intellectual Property Rights*, and otherwise perfecting, protecting and enforcing said *Intellectual Property Rights* in, any *Works*. I agree that, as between me and the Employer, the Employer shall be the sole author, inventor, and owner of all such *Works* and *Intellectual Property Rights* therein throughout the world, and that the Employer shall have the sole right to seek copyright registrations, patents or trademark registrations, including all extensions and renewals thereof. I also hereby agree that I waive all moral rights in any *Works*.

I also agree to assign all my right, title and interest in and to any particular *Works* to a third party as directed by the Employer.

In the event the Employer is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraphs, I hereby irrevocably designate and appoint the Employer and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and in my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraphs with the same legal force and effect as if executed by me. I hereby waive any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any *Works* assigned hereunder to the Employer.

d. During a 12 month period after termination of my *Employment*, I agree that any *Intellectual Property* I create or conceive that results from and is related to any work assigned to or performed by me for the Employer, or that was created using *Deloitte Property*, is a *Work* that is subject to Paragraph 10 (b) above. For purposes of clarification, the foregoing provision is in addition to, and not in limitation of, any rights and remedies the Employer may have under the applicable laws protecting *Intellectual*

*Property of the Deloitte Entities.*

e. I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Employer) of all *Works* developed by me during the period of my employment with the Employer, which records shall be available to and remain the sole property of the Employer at all times.

**11. Pre-existing Creations; Personal Creations.** My obligations in Paragraph 10 do not apply to *Pre-existing Creations* and *Personal Creations*. I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Creations*. I acknowledge and agree that I will not assert any ownership rights against the *Deloitte Entities*, or their respective clients, with respect to any *Pre-existing Creations* unless they appear on **Exhibit B**, and **Exhibit B** has been accepted and agreed to by an *Authorized Signatory* who has signed at the bottom of such **Exhibit B**. I further agree that I shall not use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment* without the prior written consent of an *Authorized Signatory*. To the extent that I use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment*, I agree that, except as otherwise provided in a written agreement executed by me and the Employer, I hereby grant to the Employer an irrevocable, royalty free, perpetual, fully paid up, transferable, sub-licensable license to use, reproduce, distribute, display, perform, modify and create derivative works of and otherwise exploit such *Pre-existing Creations* or *Personal Creations* for any purpose including, but not limited to, client engagements.

**12. Post- Employment Restrictions re: Clients.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or serving of certain clients related to my work for a *Deloitte Entity* would necessarily involve the unauthorized use or disclosure of *Confidential Information*, and the proprietary relationships and goodwill of the *Deloitte Entities*, and, in the case of my serving of certain clients, could compromise the full compliance of the Employer or another *Deloitte Entity* with the applicable laws, rules and regulations of a U.S. or India regulatory body or other independence-related requirement of a regulatory body. Accordingly, during the period of my *Employment* and for a period of one year thereafter, I will not, directly or indirectly, solicit or provide services to any existing client of a *Deloitte Entity* with which I had personal contact and provided services during the two-year period prior to termination of my *Employment*.

**13. Exceptions to Post- Employment Restrictions re: Clients.** I understand that the obligations of Paragraph 12 will not apply for a period of three (3) years after my start date or the date of my promotion or transfer to clients of a *Deloitte Entity* and/or certain specified kinds of services rendered to such clients that meet all of the following criteria: (a) are personal clients of mine who came to a *Deloitte Entity* solely to avail themselves of certain specified kinds of services rendered by me and only as a result of my own independent recruitment efforts, which a *Deloitte Entity* neither subsidized nor otherwise financially supported as part of a program of client development, (b) are listed on **Exhibit D** expressly by name with respect to client and with sufficient specificity with respect to the kinds of service(s) that I will be permitted to render, and (c) are accepted and agreed to as to their listing on **Exhibit D** by an *Authorized Signatory* who has signed at the bottom of such Exhibit. I agree that after a period of three (3) years from my start date or the date of my promotion or transfer the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on **Exhibit D** to support the application of the obligations of Paragraph 12 to those clients.

**14. Future Employment with Clients.** Except as otherwise provided herein, I understand that I am not prohibited from accepting employment with a client (or an affiliate of such client) of a *Deloitte Entity*. Before entering into substantive discussions with an *Attest Client* regarding any employment opportunity, I acknowledge and agree that during my *Employment* and for five years thereafter I must first notify *Independence* and obtain prior written approval from *Independence*. I acknowledge and understand that it is the intent of the Employer to interpret and apply this provision (a) in an effort to ensure the full compliance of the *Deloitte Entities* with applicable U.S. and India laws, rules, and regulations; (b) to serve the public interest; and (c) to protect the legitimate interests of the *Deloitte Entities* or their respective *Attest Clients* under applicable U.S. or India laws, rules and regulations in a manner that is no greater than is reasonably necessary to protect such interests and without being unduly harsh and oppressive to me and my interests in future employment with an *Attest Client*. Further, I acknowledge and agree that because of, among other things, the importance of the *Deloitte Entities* remaining in compliance with applicable independence rules, such approval may be withheld by *Independence* in the event that my employment with an *Attest Client* would, in the view of Deloitte LLP, be inconsistent with applicable laws, rules and regulations or jeopardize the independence of a *Deloitte Entity* with respect to such *Attest Client*.

**15. Restrictions re: Personnel and Contractors.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or hiring or of any of its *Personnel* or contractors of the *Deloitte Entities*, or my participation in their hiring, admission or retention, would necessarily involve the unauthorized use or disclosure of *Confidential Information* or the proprietary relationships and goodwill of the *Deloitte Entities*. Accordingly, during my *Employment* and for one year thereafter, I will not, directly or indirectly, (a) solicit or attempt to solicit, or participate in the solicitation of or any attempt to solicit any *Personnel* to leave a *Deloitte Entity*, or to join any firm or business with which I may be or become affiliated; (b) participate in the hiring or admission of any *Personnel*; or (c) cause a contractor of a *Deloitte Entity* to cease providing services to, with, or on behalf of the *Deloitte Entity*.

**16. Post- Employment Restrictions re: Deloitte Property.** Upon termination of my *Employment*: (a) I will not use or disclose *Deloitte Property*, including, but not limited to, *Confidential Information* and *Works*, for any purpose; (b) I will not retain or take with me any *Deloitte Property*; (c) I will immediately deliver to a *Deloitte Entity* at any location that it designates, at my expense, within one business day after the termination of my *Employment* or on an alternate date designated by a *Deloitte*



*Entity*, any *Deloitte Property* that I may then or thereafter hold or control; and (d) I agree to allow a *Deloitte Entity* to inspect any of my personal or home computers, including smart phones, tablet computers, or any device, media or location capable of storing electronic data, to determine whether any *Deloitte Property* resides on such computers and to permit a *Deloitte Entity* to remove such *Deloitte Property*.

## OTHER POST- EMPLOYMENT OBLIGATIONS

**17. Transition of Work and Cooperation.** Upon termination of my *Employment* for any reason, I will cooperate with a *Deloitte Entity* in all matters relating to the completion of pending work and its orderly transfer. I will also cooperate fully with a *Deloitte Entity* in connection with any threat of or actual legal proceeding against a *Deloitte Entity* or any client, customer or licensor of a *Deloitte Entity* arising out of any matter with or of which I had contact or knowledge during my *Employment*.

**18. Notification of Post- Employment Obligations.** I agree that prior to accepting employment or affiliation with another firm or business I will advise such firm or business of my duties and obligations under this Employment Agreement. After my *Employment* ends, I agree that a *Deloitte Entity* shall be permitted to advise any firm or business with which I have accepted an offer of employment or affiliation concerning my duties and obligations under this Employment Agreement.

**19. Certification.** I agree that during or after my *Employment* I will, if requested, provide written certification in such form as the Employer may require that I have complied with my obligations hereunder, including, without limitation, those obligations set forth in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15 and 16 of this Agreement.

## OUR ENFORCEMENT RIGHTS AND REMEDIES IN THE EVENT OF A BREACH

**20. Equitable Relief and Attorney's Fees.** I acknowledge and agree that a breach of this Employment Agreement, including, but not limited to, a breach of my duties and obligations under the terms and conditions of Paragraphs 4, 5, 7, 8, 9, 10, 12, 14, 15 or 16 would cause irreparable harm to the *Deloitte Entities* and that, in addition to other remedies, the Employer on behalf of itself or another *Deloitte Entity* is entitled to a temporary restraining order, an injunction or other equitable relief to prevent any such breach. I also acknowledge that, to the extent permitted by law, a *Deloitte Entity* will be entitled to the payment of the *Deloitte Entities'* reasonable costs and attorney's fees incurred in enforcing this Employment Agreement. I also acknowledge that, to the extent permitted by law, the Employer may request that a court extend the one year period following the termination of my *Employment*, as provided in Paragraphs 12 and 15, to correspond with the period that I participated in activities prohibited by Paragraphs 12 and 15.

**21. Liquidated Damages: Client Fees.** I agree that in the event of a breach under Paragraph 12, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

**22. Liquidated Damages: Compensation.** I agree that the precise amount of damages flowing from a breach under Paragraph 15 would be impracticable or extremely difficult to ascertain in an actual amount. Therefore, I agree that in the event of a breach under Paragraph 15, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by or owed to any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

**23. Right of Inspection.** I agree to permit the Employer (or to use my best efforts to enable the Employer) to inspect my books and records (and the books and records of any entity which employs or is associated or affiliated with me), upon request and at reasonable times, to enable the Employer to confirm the calculations described above and to verify compliance with Paragraphs 12 and 15. The Employer shall keep confidential any proprietary information obtained, except as may be necessary or desirable to enable the Employer to enforce its rights under this Employment Agreement and except as may be required by any statute, court or administrative order to decree or government ruling or regulation.

**MISCELLANEOUS**

**24. Governing Law; Choice of Forum.** This Employment Agreement is deemed to have been executed in the Employer's office in **Hyderabad, Telangana, India** and will be construed and governed in accordance with the laws of the Republic of India without regard to its conflicts-of-law principles. You agree to submit to jurisdiction before any court of record in which the Employer's office to which you were assigned is located, or in which a breach of this Employment Agreement may occur, at the election of the Employer, and you waive any right to raise questions of personal jurisdiction or venue in any action the Employer may bring against you in any such court. You further agree to accept service of process/summons/legal notice from the Employer when that process/summons/legal notice is either sent to your last known address by certified mail or served by any other means permitted under the law of the jurisdiction in which the Employer may bring an action against you.

**25. Modifications.** My obligations hereunder may not be changed or modified, released, discharged, abandoned or terminated, in whole or in part, except by an instrument in writing signed by an *Authorized Signatory*.

**26. Severability.** Every provision of this Employment Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such term or provision will be enforced to the maximum extent permitted by law and, in any event, such illegality or invalidity shall not affect the validity of the remainder of the Employment Agreement.

**27. Blue-Penciling.** If any court determines that any provision of this Employment Agreement, or any part hereof, or the application of any such provision, or any part hereof, to any person or circumstance is unenforceable or void, such court shall have the power to modify such provision, or any part hereof, to the extent necessary to render it legal and enforceable while preserving its intent, or if such modification is not possible, by substituting therefore another provision that is legal and enforceable and that achieves the same objective.

**28. Waiver.** None of my obligations under this Employment Agreement shall be deemed to have been waived by the Employer except if the giving of such waiver is contained in a written notice given to me and no such waiver shall be deemed to be a waiver of any other or further obligation I have under this Employment Agreement.

**29. Entire Agreement.** This Employment Agreement, the Employer's employment application, the Terms and Conditions of Service issued pursuant to the offer of employment and any documentation employing me or transferring me to the Employer, contain the entire understanding between me and the Employer or any other *Deloitte Entity* with respect to the subject matter hereof and supersedes all prior representations, warranties, and agreements with respect to such subject matter, and no representations, warranties or other covenants exist with respect to such subject matter that are not contained or expressly referred to herein. Notwithstanding the foregoing, any written agreement between a *Deloitte Entity* and me with respect to the subject matter hereof that was signed by me prior to the effective date of this Employment Agreement shall remain valid and enforceable according to the terms of such agreement with respect to all acts and omissions occurring prior to the effective date of this Employment Agreement. In the event of a conflict between this Employment Agreement and the employment application or any other document purporting to set forth terms and conditions of my *Employment*, this Employment Agreement will control.

**30. Transfer and Assignment.** Unless as the Employer shall otherwise determine, the rights, obligations and benefits of the Employer under this Employment Agreement, including but not limited to those rights and benefits relating to my post-Employment obligations set forth in this Paragraph 30 and in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19 and 23 above, are transferred and assigned, in whole or in part (as the Employer shall determine) and without the need for my consent or the formality of documentation or prescribed processes, to (a) any *Deloitte Entity* in connection with my transfer to that *Deloitte Entity* or (b) any entity that acquires all or a part of the assets or business of the Employer. All provisions of this Employment Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, representatives, successors, and assigns of the Employer and me, and any *Deloitte Entity* to which I may be transferred during my *Employment*, provided, however, none of my duties or obligations under this Employment Agreement may be assigned or transferred by me to any other person or entity without the Employer's prior written approval of such assignment or transfer. Any purported assignments in violation of this Paragraph 30 shall be null and void.

**31. Headings.** The headings contained in this Employment Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Employment Agreement.

I have read the foregoing, understand it, and agree to comply with its terms.

**For Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
 6718FF75DA89400...

Pooja Madhani

**Talent**

**Authorized Signatory**

Effective as of , I accept all the terms and conditions of the Employer as stipulated in this Employment Agreement.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

**EXHIBIT A**

The definitions below apply to the italicized terms that appear in the Employment Agreement (including the exhibits):

**Attest Client** – attest client (or an affiliate of such client) of Deloitte & Touche LLP or a *Deloitte Entity*.

**Authorized Signatory** – a director, officer or other person who is authorized to sign on behalf of a *Deloitte Entity*.

**Confidential Information** – any information not generally known to the public, in any *Form*, that (1) relates to the operation of a *Deloitte Entity* or provides the *Deloitte Entities* with a competitive advantage, (2) consists of Personally Identifiable Information (*PII*) or other personal information about *Personnel*, client and other third party personnel, independent contractors, subcontractors, agents, vendors, suppliers or others which the Employer or another *Deloitte Entity* receives in the course of business, and (3) all other information entrusted to the Employer or another *Deloitte Entity* by clients and other third parties. *Confidential Information* includes, but is not limited to, *Intellectual Property*, supplier information, designs, business or marketing plans, forecasts and financial information, tax returns, tax identification numbers, agreements, client or prospective client lists, specific information about clients or prospective clients such as preferences for specific products and services, client or prospective client needs based on financial history and past purchases of services, client or prospective client development plans, specific rates charged to a client or offered to a prospective client and other business or client records. *Confidential Information* also includes, but is not limited to, debit or credit card information, employment applications, organization charts, performance ratings and other personnel records.

**Deloitte Entity** – the Employer, Deloitte LLP, and any corporation, company, partnership, limited liability company or other entity (a) that (i) is owned, directly or indirectly, in whole or in part, by Deloitte LLP (the “Deloitte U.S. Firms”), including but not limited to Deloitte LLP subsidiaries in India, the Deloitte Touche Tohmatsu verein, Deloitte Global Services Limited, Deloitte Global Services Holdings Limited, Deloitte Touche Tohmatsu Limited (“DTTL”) or any member firm of DTTL or affiliate thereof (collectively, the “DTTL Member Firms”) or (ii) controls, is controlled by or is under common control with any of the entities listed in clause (i); or (b) in which any *Personnel* participated on its behalf, or carried out any duties with respect to its affairs. For purposes of this Employment Agreement, the term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract, or otherwise.

**Deloitte Property** – *Confidential Information*, *Systems*, equipment, debit and credit cards issued in connection with my *Employment*, furniture, facilities and any and all other materials owned, licensed or leased by a *Deloitte Entity*, including, without limitation, computerized or electronic information and all copies thereof in any form or media, created by, furnished to, obtained by or prepared by me in the course of my employment in any capacity.

**Deloitte India (Offices of the US)** – The following companies shall be deemed to be the affiliates of each other and are collectively referred to as Deloitte India (Offices of the US): (i) Deloitte Consulting India Private Limited (ii) Deloitte Tax Services India Private Limited (iii) Deloitte Support Services India Private Limited (iv) Deloitte Financial Advisory Services India Private Limited and (v) Deloitte & Touche Assurance & Enterprise Risk Services India Private Limited.

**Electronic Communications** – all text, audio, video, images, information, data, files and attachments created, displayed, sent, received, posted, accessed or stored, whether deleted or not, by means of the *Systems*.

**Employment** – the nature of my relationship with the Employer or a *Deloitte Entity* pursuant to this Employment Agreement. Alternatively, and depending on context, *Employment* is the period of time during which this relationship persists.

**Form** – paper, computer disc, USB drive, website; any other tangible or electronic medium by which information may be stored or accessed; and human memory.

**Independence** – National Office (Independence) of Deloitte LLP.

**Intellectual Property** – works of authorship (including, without limitation, books, articles, data compilations, software and other copyrightable materials), materials, patents, inventions, designs, techniques, methodologies, processes, discoveries, know-how, ideas, trade secrets, moral rights, trademarks and other indicia of origin together with the goodwill therein, and all patent applications, copyright and trademark applications and registrations, and extensions and renewals thereof, throughout the world.

**Intellectual Property Rights** – all rights, title and interest in Intellectual Property.

**PCAOB** – the United States Public Company Accounting Oversight Board.

**Personal Creations** – *Intellectual Property* that meet all of the following criteria: (1) it is conceived, developed, and created by me on my own time without using *Deloitte Property* or *Personnel* (during work hours), facilities, *Confidential Information* or *Works* of a *Deloitte Entity*, (2) it is unrelated to the actual or reasonably anticipated business or research and development of a

*Deloitte Entity*, and (3) it does not result from any work performed by me and the *Personnel* (during work hours) for a *Deloitte Entity*.

**Personnel** – partners, principals, members, officers and employees of a *Deloitte Entity*.

**PII** – information (excluding business contact information such as an individual's name and one or more of the following: organization name, organizational title, organizational role, business address, business telephone number (including business cell phone number and business email address) relating to an identified or identifiable natural person. An identifiable natural person is a natural person who can be identified, directly or indirectly, by reference to an identification number or factors specific to his or her physical, physiological, mental, economic, cultural or social identity. Set forth below is a non-exclusive list of information that constitutes PII when such information relates to an identified or identifiable natural person:

- Account number (bank account, credit card, etc.)
- Address
- Biometric identifier
- Certificate or license number
- Date of birth
- Government identifiers (such as PAN)
- Name\*
- Personnel Number
- Photograph or video identifiable to an individual
- Vehicle identifier or serial number
- Other information related to an individual that may directly or indirectly identify that individual (e.g., salary, performance rating, purchase history, call history, etc.)

\* Note: When an individual's name is used with PII that is not business contact information, it is included in the definition of PII.

**Pre-existing Agreements or Arrangements** – agreements or arrangements that (1) relate to any *Pre-existing Creations*; or (2) may affect my ability to comply with the requirements of this Employment Agreement, including all contractual and other restrictions or obligations with other parties, including any post-employment restrictions and required notifications to the extent applicable under 18 United States Code §207, CFR 3.104-4, and India laws, rules and regulations that may or will impose limitations on my professional activities during my *Employment* (such as any non-compete agreements with prior employers and the one-year ban on lobbying contacts).

**Pre-existing Creations** – any *Intellectual Property* and *Intellectual Property Rights* that were developed or created by me, alone or with others, or otherwise acquired by me, before the period of my employment in any capacity with the Employer, in which I claim any ownership or right.

**Proceedings** – past or pending (1) actual or threatened claims or complaints of, or arising out of service to, present or former clients, (2) regulatory, self-regulatory, disciplinary, administrative, civil or criminal investigations, inquiries, charges, complaints, actions, sanctions, alternative dispute resolution proceedings, other proceedings or matters (other than criminal proceedings which relate solely to the operation of a motor vehicle) of any kind or nature, in India or any other jurisdiction, against me, including criminal proceedings arising out of my provision of professional services, proceedings brought by a professional association, or proceedings involving the Securities and Exchange Board of India, United States Securities and Exchange Commission or the PCAOB, other professional bodies like the Institute of Chartered Accountants of India or (3) matters of any kind or nature which could adversely affect my association with the Employer or my ability to perform my duties or responsibilities to the Employer, whether set forth in this Employment Agreement or otherwise, or my registration with or licensure by any governmental, quasi-governmental, or other regulatory agency, body or entity, in or outside the United States or India.

**Systems** – the communications systems or any part of such systems that a *Deloitte Entity* owns, licenses or operates and approves for use, including, but not limited to, e-mail, text messaging, Lotus Notes, Deloitte Online (eRoom), instant messaging, local area network, wide area network, Intranet (e.g., DeloitteNet, D Street), Internet, extranet, collaborative tools (e.g., blogs, wikis, etc.), laptop and desktop computers, servers, air cards, Personal Digital Assistants, cell phones, telephones and voicemail.

**Works** – all *Intellectual Property*, in any *Form*, created by me, alone or with others, during the period of my *Employment* that (1) is created within the scope of my *Employment*; (2) relates in any manner to the actual or anticipated business, research, or development of a *Deloitte Entity*; (3) results from any work assigned to or performed by me, alone or with others, for the Employer; or (4) is created with the use of *Deloitte Property*.

**EXHIBIT B****Pre-existing Creations; Pre-existing Agreements or Arrangements**

I understand and agree that the Employer makes no attempt to verify my claim of ownership to any of the *Pre-existing Creations* listed, and makes no admission that any *Pre-existing Creations* listed are owned by me.

[If yes, please enter details below]

Yes, I do have *Pre-existing Creations*, *Pre-existing Agreements or Arrangements*

No, I do not have *Pre-existing Creations*, *Pre-existing Agreements or Arrangements*

<b><u>Title</u></b>	<b><u>Date</u></b>	<b><u>Brief Description</u></b>
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\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Print)

ACCEPTED AND AGREED TO:

**Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
6718FF75DA89400...

Pooja Madnani

**Talent**

Its: *Authorized Signatory*

\_\_\_\_\_  
Date

An *Authorized Signatory's* signature is required only if *Pre-existing Creations* or *Pre-existing Agreements* or *Arrangements* are listed pursuant to Paragraphs 2 and 11 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment made in light of Paragraph 2 that *Pre-existing Creations*, if any, are described and explained in sufficient detail so that the likelihood of confusion between the employee's *Pre-existing Creations* and the *Intellectual Property* of a *Deloitte Entity* can be avoided or minimized in the future and further indicates that the *Pre-existing Agreements* or *Arrangements* have been obtained and reviewed and that the *Authorized Signatory* is satisfied that such *Pre-existing Agreements* or *Arrangements* will not interfere with the employee's ability to comply with the requirements of this Employment Agreement.

**EXHIBIT C**

**Proceedings**

[none, unless otherwise specified]

Yes, I do have *Proceedings* to report

No, I do not have *Proceedings* to report

My signature below certifies that to the best of my knowledge, the information I have provided above, pursuant to Paragraph 3, is complete and accurate.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

**EXHIBIT D**

**Exceptions to Post-Employment Restrictions: re: Clients**

[none, unless otherwise specified]

As specified in Paragraph 13, I agree that after a period of three (3) years from my start date or the date of my employment, as the case may be, the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on Exhibit D to support the application of the obligations of Paragraph 12 to those clients.

Yes, I do have  
Post-Employment Restrictions  
re: Clients

No, I do not have  
Post-Employment Restrictions  
re: Clients

<u>Name of Client</u>	<u>Specified Kind of Services(s) Permitted</u>
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ACCEPTED AND AGREED TO:

**Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
6718FF75DA89400...

Pooja Madnani

**Talent**

Its:     Authorized Signatory	<hr/>
	Date

I have read and understood the above policy terms.

<hr/>	<hr/>	<hr/>
Signature	Name	Date

A n *Authorized Signatory's* signature is required only if information is provided pursuant to Paragraph 13 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment that criteria in Paragraph 13 have been fully satisfied, the clients listed have been properly identified, and the kinds of services permitted have been described with sufficient specificity.



## Terms and Conditions of Service

In continuation to our offer of employment with **Deloitte Tax Services India Private Limited** (the "Employer"), please note the terms and conditions of service.

The italicized terms in these Terms and Conditions of Service are defined in **Exhibit A** of the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement hereto.

### Terms of Service

#### 1. COMPLIANCE WITH INDEPENDENCE, ETHICS AND OTHER REQUIREMENTS

Deloitte & Touche LLP performs attest services for certain of its clients and is subject to the independence requirements of, among others, the United States Securities and Exchange Commission (SEC), the United States Public Company Accounting Oversight Board (PCAOB), and the American Institute of Certified Public Accountants (AICPA). These requirements mandate that certain of the Employer's employees and their relatives be independent of some or all of such attest clients and their affiliates in accordance with the policies of Deloitte LLP and its subsidiaries (the "Deloitte US Entities").

Upon joining the Employer, you will be asked to review a listing of the attest clients and the affiliates of such clients of certain of the Deloitte US Entities and disclose relationships or financial holdings that you or your relatives may have that could affect the independence of the Deloitte US Entities. Any relationships or holdings that conflict with, among other things, the requirements of the SEC, the PCAOB or the AICPA or the independence or ethics policies of the Deloitte US Entities will need to be resolved immediately. Further, you will be required to comply with these policies throughout your career with the Employer, including, when applicable, maintaining a current list of certain of your financial interests (but not their value) in the independence tracking system.

As a condition to your joining the Employer and continued employment, you are required to complete a representation regarding your understanding of, and compliance with, independence and other matters, on a periodical basis (as requested beginning on or prior to the date of you joining the Employer, annually thereafter, and upon certain changes in your role in the Employer), the details of which are provided in the independence representation. An example copy of this representation form is available for your reference on [www.deloittenet.com](http://www.deloittenet.com). The representation should be made to the best of your knowledge and ability. It is your responsibility to consult on any matter should you be uncertain or have a question. You are also requested to refer to [www.deloittenet.com](http://www.deloittenet.com) and *Independence* for more information in this respect. The representations made by you will be subject to an audit and may be reviewed by Deloitte LLP representatives and shared with certain third parties. If you are selected for such an audit, you will need to submit certain personal financial records to Deloitte LLP's internal audit team. Please be assured that Deloitte LLP fully intends to keep all information obtained through the audit process confidential and secure. You hereby give your consent to Deloitte LLP to use the information provided by you for such purposes as provided in the policies regarding independence and ethics.

In the event you (i) do not cooperate or comply with the independence requirements, or (ii) do not complete the necessary representations, or (iii) make inaccurate representation(s); you may be subject to disciplinary action including and up to termination of employment with the Employer.

Please feel free to contact or consult *Independence* should you require any further information or if you have any specific concerns in this respect.

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#### 2. NON DISCLOSURE, NON SOLICIT AND INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AGREEMENT ("Employment Agreement")

You will be expected to sign the Employer's Employment Agreement. Please contact Talent for further details.

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#### 3. HARRASSMENT POLICY

**Administrative Policy Release ("APR") 213** is the Employer's policy prohibiting harassment. Deloitte LLP's subsidiaries located in India ("Deloitte India (Offices of the US)") are committed to providing a working environment that is free from harassment based on caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis, in accordance with applicable Indian central, state or local law. Expressly forbidden are unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Depending on the circumstances, such harassment may also include conduct such as stereotyped or demeaning remarks or gestures or the display or circulation, whether in writing or electronically, of materials or pictures offensive to persons because of their caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis in accordance with applicable Indian central, state or local law. The full policy will be accessible to you on DeloitteNet after joining Deloitte U.S. India.

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#### 4. WORKING HOURS, HOLIDAYS, LEAVES AND MATERNITY BENEFITS

You will be provided with your standard working hours, which may vary over the course of your career. The Employer may, from time to time, subject to applicable laws, require the employee to work beyond these hours.

You shall be entitled to paid holidays and leave as per the Employer's policies.

Women employees are eligible for maternity benefits as per the recent amendments (2017) in the maternity benefit act, 1961, including having 26 weeks of maternity leave with pay, as applicable.

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#### 5. RETIREMENT AGE

The age of retirement for employees of Deloitte India (Offices of the US) is 60 years. Your employment will therefore automatically terminate at the end of the month in which you attain 60 years.

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#### 6. TRANSFERS

You may be transferred, assigned, or asked to attend training at the offices of a Deloitte Entity or its clients or third parties in India or abroad with or without additional compensation. In such an event, you will also be governed by the terms and conditions of service applicable to the transfer, assignment, or training.

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#### 7. NOTICE PERIOD FOR TERMINATION OF SERVICES

The notice period for termination of your services is **60 Days** by either side and/or salary in lieu of notice period on part of the Employer only.

The Employer expects all employees to maintain the highest standards of professional conduct at all times.

In order to assure orderly operations and provide the best possible work environment, the Employer expects you to follow rules of conduct that will protect the interests and safety of all personnel, including but not limited to the Code of Ethics and Professional Conduct.

In the event of any breach of the Code of Ethics and Professional Conduct, non-performance of a contractual obligation or the terms and conditions laid down in this Annexure, or if you engage in any misconduct whether or not in connection with or affecting the business or affairs of the Employer or the work conduct, as specified by Employer, you will be subject to disciplinary action up to and including termination of your services/ employment with the Employer without any notice or payment in lieu of notice notwithstanding any other terms and conditions stipulated herein.

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#### 8. MISCONDUCT

Misconduct may include but is not limited to:

- Irregular attendance: repeated or excessive absence, tardiness or early departures/ late comings without approval.
- Unreported or unapproved absence (including overstay of leave) for more than five consecutive days or deviation from assigned and accepted schedule for more than five days.
- Falsification or manipulation in background verification process or employment records, employment information, or other records prior to or after joining the Employer.
- Falsification or manipulation of Deloitte Time & Expense (DTE).
- Knowingly providing false statements, either verbally or in written form.
- Neglect of normal duties and functions.
- Practices such as reading personal materials during working time, having obscene or inappropriate posters or screen savers at your work station, playing games at your work station, etc.
- Continued discharge of work functions that do not meet the standards reasonably expected.
- Breach of the confidentiality provision in the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement including disclosing to any unauthorized person any *Confidential Information* or *PII*.
- Willful insubordination or disobedience, whether or not in combination with another, of any lawful and reasonable instructions of any member of management or any authorised person.
- Engaging in unapproved outside employment and activities as defined in APR 218 (US & IND)

([https://deloittenet.deloitte.com/About/Policies/Admin/Pages/218\\_OutsideEmploymentActivities\\_US.aspx](https://deloittenet.deloitte.com/About/Policies/Admin/Pages/218_OutsideEmploymentActivities_US.aspx)).

- Installing, downloading, copying or duplicating any unauthorized or unlicensed software, programs, games, or attachments on any computer system of the Employer or of any *Deloitte Entity* or its clients.
- Engaging in any illegal activities.
- Workplace violence, including threats of physical violence.
- Corporate credit card delinquencies.
- Causing damage to the property of the Employer, any *Deloitte Entity*, its clients, or their respective personnel
- Going on or abetting a strike in contravention of any law.
- Theft of any property belonging to another, the Employer or any *Deloitte Entity*, or their respective personnel, clients, or visitors
- Possession of firearms, explosives, knives or any instruments that can be used as an injurious or deadly weapon in the workplace or at any *Deloitte Entity* sponsored event.
- Corruption, fraud, or misappropriation of funds.
- Failure to comply with the policies, guidelines, rules and regulations of the Employer or a *Deloitte Entity* as applicable.
- Excessive personal use of the Employer's telephone, fax or computer systems.
- Failure to adhere to applicable laws.
- Any act prejudicial to or in conflict with the interests of the Employer or a *Deloitte Entity*.

The above terms and conditions are based on, and should be read in conjunction with, the Employer's policies, guidelines, procedures and other rules currently applicable, including but not limited to Administrative Policy Releases (APRs) and Deloitte India (Offices of the US)'s other policies, guidelines, rules, and regulations. The above rules are subject to amendments from time to time and the amended rules, policies, procedures, and guidelines would be posted on the Employer's Intranet site i.e. <https://deloittenet.deloitte.com/Pages/Home.aspx> for employee reference. The policies will be updated from time to time in the future and we deem to have your consent to any and all such changes. Furthermore, upon acceptance of employment with the Employer, you may be requested to read and acknowledge acceptance of various policies and guidelines of the Employer. It is expected that you will read and acknowledge all such communications.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name



### Training Agreement

On behalf of **Deloitte Tax Services India Private Limited**, please accept our congratulations on your recent offer of employment to join the Company as **Tax Consultant I** pursuant to the terms and conditions of your offer letter dated **August 26, 2024**. You made a very favorable impression with everyone you met and we are excited about the possibility of you joining the Company.

As you may be aware, as a condition of employment with the Company, you may be required to travel Overseas to attend a series of training sessions for a period of up to 90 days. This training will be a combination of classroom procedural training as well as on-site training to observe employees conducting similar work at various client locations. This training represents the confidence we have in your ability to be a valuable member of the practice of the Company.

As per Company policy, we kindly bring to your attention that all employees attending training overseas are required to sign a Training Agreement which will obligate the employee to repay a calculated amount of the costs associated with the training, only if the employee resigns his/her position or are terminated for cause within a specified period after completion of the training (usually between 6 to 18 months). This repayment obligation disappears after the specified period of time has lapsed. We all look forward to seeing you again soon and having you join our team of outstanding professionals.

Sincerely,

For **Deloitte Tax Services India Private Limited**

DocuSigned by:

*Pooja Madhani*

6718FF75DA89400...

By:

Signature

**Authorized Signatory**



**Deloitte Tax Services India Private Limited**  
**Deloitte Tower Survey No. 41 Gachibowli Village, Ranga**  
**Reddy District, CIRCLE 3, Hyderabad - 500032, Telangana,**  
**India**

**Tel: +91 040 67621000**  
**www.deloitte.com**

**Subject: Offer of Employment**

**Dear YUVANESH J P:**

On behalf of **Deloitte Tax Services India Private Limited** (the "Employer" or "Company"), I am pleased to confirm our offer of employment to you as **Tax Consultant I** based in **Hyderabad**.

We extend this offer, and the opportunity it represents, with great confidence in your abilities. You have made a very favorable impression with everyone you met and we are excited with the prospect of you joining our organization on **JUNE 26, 2022**.

Your immediate manager will communicate details of your role and work responsibilities in the initial weeks of your joining the Employer. During your employment, the Company may require you to work on any project that you are assigned to, on any technical platforms/skills and nature of the project, in differentiated work timing, at designated work space and location as may be decided by the company.

As part of your annual compensation, you will receive a Total Salary of **Rs 382500** and, will be eligible for a performance linked variable bonus. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount could vary depending upon the business and individual performance each fiscal year and, in some situations, could exceed the payout range indicated. Any amounts paid will be subject to statutory and other deductions as per Employer policies and practices. The details of your compensation breakdown are provided in the attached Annexure A.

As an incentive to join the Company, you are eligible to receive a joining bonus of **Rs./₹ 100,000/-** subject to your reporting for full-time employment on **JUNE 26, 2022**. This amount will attract applicable taxes and will be processed as part of your first month's payroll. You will have an obligation to repay the entire amount of your joining bonus if you resign your position or are terminated for cause by the Company within **12 months** of your start date.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

Your employment with us will be governed by the Terms and Conditions as detailed in **Annexure B**, as well as any and all rules, regulations, guidelines, policies and practices of the Employer, which may be amended from time to time. Deloitte LLP and its U.S.-based subsidiaries (the "Deloitte U.S. Firms") requires their employees to make the necessary representations regarding independence and other matters. Because the Employer is an Indian subsidiary of Deloitte LLP, we must also comply with these independence requirements. Accordingly, this offer is conditional upon you agreeing to make such representations under the Employer's Independence Representations requirements, as further explained in **Annexure B**.

Your compensation details are confidential, and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization. We would like you to join the Employer on, or an alternative mutually agreed upon date.

This offer letter, together with the Annexures described herein, and the Non-Disclosure, Non Solicit and Intellectual Property Rights Assignment Agreement, the Information Security Policy (which you are required to sign upon joining), constitute the entire agreement between the parties with respect to the subject matter of this offer, and supersedes all other previous or contemporaneous oral or written representations, understandings or agreements relating to the subject matter of this offer between you and the Employer or its affiliates.

In compliance with applicable laws, Deloitte India (Offices of the US) provides its professionals with home pick-up and drop transport services within **pre-defined** boundary if their shift timings are between 8:30 p.m. - 6:00 a.m. in Hyderabad, 9:00 p.m. - 6:00 a.m. in Mumbai, Pune; 7:00 p.m. - 6:00 a.m. in Gurugram, 8:00 p.m. - 6:00 a.m. in Bengaluru, Chennai, and Kolkata.


This letter and **Deloitte Tax Services India Private Limited** employment application are intended to be final. To accept the offer and the terms of this letter, please sign below in the space provided within three business days.

everyone you have interviewed with joins me in extending to you congratulations and warm regards. We look forward to you joining our team.

Sincerely,

**For Deloitte Tax Services India Private Limited**

Best regards,

By:   
Signature

**Authorized Signatory**

**Acceptance**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Annexure A****Tax Consultant I -**

<b>Description</b>	<b>Monthly</b> (Rs. per month)	<b>Annual</b> (Rs. per Annum)
Basic Pay	<b>17,500</b>	<b>210,000</b>
House Rent Allowance (HRA)	<b>8,750</b>	<b>105,000</b>
Special Allowance <sup>1a &amp; 1b</sup>	<b>11,867</b>	<b>142,404</b>
Leave Travel Allowance <sup>2</sup>	<b>1,750</b>	<b>21,000</b>
Differential Allowance	<b>5,833</b>	<b>69,996</b>
Meal Card <sup>3</sup>	<b>2,200</b>	<b>26,400</b>
Employer's contribution to PF	<b>2,100</b>	<b>25,200</b>
<b>Total Salary (in Rs.)</b>	<b>50,000</b>	<b>600,000</b>
Variable Bonus*	You are eligible for a performance linked variable bonus. It will be paid out at the end of the fiscal year, as applicable and on the basis of your individual performance and performance of the business	
Medical Insurance Premium <sup>4</sup>	<b>3,014</b>	<b>36,167</b>

\*The Variable Bonus will vary, primarily based on your individual performance and the performance of the business, during the Employer's fiscal year which is June through May. Your performance will be formally assessed as a part of the Employer Performance Review Cycle Process. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount will vary depending upon the business and individual performance and in some circumstances, could exceed the payout range indicated. The performance of all the employees who have joined the Employer prior to March 1st will be assessed for the fiscal year ending in May. The disbursement of a Variable Bonus, if applicable, is subject to you being active on the rolls of the Employer, during the Annual Incentive Program payout cycle for the fiscal year. For employees joining during the period March 1st to May 30th, a prorated Variable Bonus, if applicable, will be based on the first year-end review ratings in the subsequent year and paid during the Annual Incentive Program payout cycle of that year. The Variable Bonus will not be paid in the event of termination of employment for any reason on or before the disbursement time. The application and interpretation of, and any determinations related to, the Variable Bonus is at the sole discretion of Employer. Employer may amend or terminate the Variable Bonus at any time. All compensation and benefits are based on employee's position with the Employer in India.

Contd/-....

Annexure A

<sup>1</sup>All employees may claim tax exemption, subject to tax rules from time to time, from their Special Allowance component, expenses incurred towards communication and Driver / Fuel & Maintenance Expenses as per eligibility mentioned below:

**Employee Level -  
Tax Consultant I**

<sup>1a</sup>Communication Expenses

<sup>1b</sup>Fuel Expenses

Only one Post paid mobile, one Land Phone  
and One internet connection bill(s) can be  
claimed.

Petrol / Driver / Insurance / Repairs &  
Maintenance

**Rs./₹ 3,000/-** per month

**Rs./₹ 7,500/-** per month

<sup>1a</sup> The internet/telephone/mobile bills should be in the Employee's name.

<sup>1b</sup> For claiming vehicle running expenses (Driver / Fuel / Repairs & Maintenance expenses) the vehicle has to be in the name of the Employee and the current tax rules are as under. The above limits will be applicable for all those who are on company car lease program and the below limits will apply for all those who are on self-owned car. In case of company leased car, taxability would be as per the current perquisite valuation rules.

Nature of Expenses	Own Vehicle –Maximum Tax exemption limit per month		
	4 Wheelers (Engine Capacity)		
	<= 1600 cc	> 1600 cc	Two Wheelers
Fuel & Maintenance	Rs. 1,800	Rs. 2,400	Rs. 900
Driver's Salary	Rs. 900	Rs. 900	Not applicable

All employees at and above **Senior Staff** are eligible for the company car lease program. If you choose to avail of this benefit, the amount towards lease rental will be paid by the firm on your behalf to the leasing company and your compensation structure will be adjusted accordingly. A revised letter with the new compensation structure will be issued that will supersede this letter for all practical purposes.

<sup>2</sup> The Leave Travel Allowance (LTA) will be paid on a monthly basis as an allowance with tax deducted at source. If you choose to avail the tax benefit on LTA, you should submit proof of expenses incurred by you for Self and / your immediate dependents. The taxability or otherwise of LTA will be as per the Income Tax Act 1961, details of which will form part of the LTA Form.

<sup>3</sup> Meal Card amount will be credited at the start of each month and for the first month (For New Hires) prorated amount will be processed as part of payroll. If not collected, it will be processed as a taxable amount with the salary.

<sup>4</sup> Annual Floating Medical Insurance Coverage for self and **6 dependents** is being paid by the Employer on your behalf. The premium amount is subject to change every year post renewal of insurance policy. In case you opt for an enhancement of the coverage limit, the additional premium will be adjusted accordingly from the special allowance.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

You may also be eligible to either a One-time Stipend or a temporary lodging basis joining the registered office location, you will receive a survey from Deloitte prior to your joining.

You may select the best option for availing the relocation assistance. If an employee who has availed this reimbursement decides to quit within 18 months from the date of relocation claim for whatever reason, the relocation reimbursement paid to the employee will be recovered in full, from the employee's full and final settlement.

By joining the Company, you will become a member under the 'Deloitte USI Employees Welfare Trust' and may be required to make a nominal contribution as a member.

Original bills towards the above components should be submitted during the Income Tax fiscal period evidencing the expenditure to get Income Tax exemption, failing which the same will attract applicable Income Tax.

Submission of false, tampered or altered bills as proof of expense for any of the above components will result in disciplinary action including termination of employment.

**Your compensation above is subject to income tax deduction per rules and guidelines prescribed under the prevailing tax laws. This may change from time to time in line with the amendments done in tax laws.**





## Annexure B

### **Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement ("Employment Agreement")**

In consideration of my employment by **Deloitte Tax Services India Private Limited**, an Employer incorporated under the provisions of the Companies Act, 1956 and having its registered office **Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District, CIRCLE 3, Hyderabad - 500032, Telangana, India** (the "Employer") as **Tax Consultant I** - and other valuable consideration, I acknowledge and agree that:

#### **PRELIMINARY MATTERS**

**1. Defined Terms.** The italicized terms in this agreement (the "Employment Agreement") are defined in **Exhibit A** hereto.

**2. Pre-existing Agreements or Arrangements.** I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Agreements or Arrangements*. The Employer expects me to abide by all restrictions or obligations that are contained in such Pre-existing Agreements or Arrangements and to avoid involvement, while employed by the Employer, in any matter that could pose a conflict as a result of confidential information or intellectual property obtained by me prior to my *Employment*. I further represent that none of these restrictions or obligations, including those set forth in any non-compete agreements with prior employers, is inconsistent with my acceptance of the Employer's offer of *Employment* or my becoming, and serving as, **Tax Consultant I** of the Employer. To the extent applicable and if I am joining the Employer after having served as an employee or official of the United States Government, I further represent that: (1) I have disclosed my prior participation, if any, in any discussions or negotiations with, or decisions to award contracts to, the Deloitte U.S. Firms while I was employed by the United States Government; and (2) I had either recused myself or had not played an active role in the applicable United States Government agency's decision to award any contracts to the Deloitte U.S. Firms while I was employed by the United States Government.

#### **PROTECTION OF OUR BUSINESS**

**3. Reporting of Proceedings.** Except as provided by law and except as I have disclosed in writing on **Exhibit C** to this Agreement, I represent and warrant that I have no *Proceedings* to report. Should I become a subject of any *Proceedings* during my association with the Employer, I agree to immediately report, in writing, all relevant facts to the Chief Talent Officer of Deloitte LLP, the Regional Talent Director of the Employer, and the Chief Ethics and Compliance Officer of Deloitte LLP. I understand that my responses are subject to audit and review by the Employer and others in accordance with applicable professional, ethical, legal, or Employer requirements, rules, regulations, policies, or practices, or other requests.

**4. Confidentiality.** I acknowledge that, by virtue of my *Employment*, I will acquire and be exposed to, have access to, make use of and/or create *Confidential Information*. Therefore, I agree to hold in trust and confidence all such *Confidential Information*. I will neither disclose any such *Confidential Information* to anyone outside a *Deloitte Entity* without the prior written approval of an *Authorized Signatory*, except as required by my authorized duties for the Employer, nor use any such *Confidential Information* for any purpose other than for the benefit of a *Deloitte Entity*.

**5. Third Party Information and Property.** I agree that during my *Employment*, I shall not use or disclose any confidential information or intellectual property of any former employer or other person or entity without the prior written authorization of such employer, person or entity and the prior written consent of an *Authorized Signatory*. If I were to use or disclose any such Confidential Information or Intellectual Property without prior consent, and any of the *Deloitte Entities* become the subject of any claim from a third party regarding such unauthorized use or disclosure, I agree to hold harmless and indemnify the *Deloitte Entities* for any legal defense costs and/or damages related to any such claim.

**6. Authorization.** Only employees of the Employer holding a senior or managerial position with the Employer will be authorized by a specific authorization, delegation, or power of attorney to sign legal documents, representing the Employer. Similarly, only such authorized employees of the Employer may speak about the Employer, the business and plans, various client-related projects etc.

**7. Competing Activities and Conflict of Interest.** During the period of my *Employment* I will not, directly or indirectly, participate in or in any way render services or assistance to any business that is or may be competitive with a *Deloitte Entity*, whether or not for compensation, or engage in any conduct which might result in, or create the appearance of using my position for private gain or other than for the benefit of a *Deloitte Entity*, or otherwise create a conflict, or the appearance of a conflict, of interest with a *Deloitte Entity*. Such conduct shall include, but not be limited to, having an undisclosed financial interest in any vendor or supplier of a *Deloitte Entity*, accepting payments of any kind or gifts other than of a nominal value from vendors, clients or suppliers, or having an undisclosed relationship with a family member or other individual who is employed or

associated with any entity in active or potential competition with a *Deloitte Entity*, and which creates a conflict of interest. I represent and warrant that I am not currently aware of any present or past violation of this provision.

**8. Authorization to Access Systems and Electronic Communications and use of Deloitte Property.** I understand that while employed with a *Deloitte Entity*, I will use and have access to the Systems. I also acknowledge that a *Deloitte Entity* has the right at any time to access, retrieve, delete, monitor, examine, use and/or disclose my Electronic Communications and information from (or about) me and the content, without notice to me, and that such *Electronic Communications* are considered part of a *Deloitte Entity's* business and client records and are not to be considered private or personal to me or any other *Personnel*. I further acknowledge that this right extends to *Electronic Communications* transmitted for either a business or personal purpose.

I agree that I am authorized to access the *Systems* only for approved business purposes and occasional personal use if such use does not interfere with my work responsibilities and other required business activities, business operations, or *Systems* performance. However, I also acknowledge that such occasional personal use does not create an expectation of privacy as to any of my personal *Electronic Communications* and, as such, are *Deloitte Property*.

I further acknowledge that I am not authorized to use the *Systems* for personal gain or any illegal or unethical use. I agree that under no circumstances am I authorized to access any of the *Systems* for the purpose of obtaining *Deloitte Property* for a competitor of a *Deloitte Entity*, transmitting *Deloitte Property* to me (e.g., emailing *Confidential Information* to my personal email address) or to a third party for purposes other than furthering the business objectives of a *Deloitte Entity*. I am not authorized to download a *Deloitte Entity's Confidential Information* or other *Deloitte Property* to removable media such as a CD Rom, disk or thumb drive other than as authorized for furthering the business objectives of a *Deloitte Entity*.

I will be responsible for the safe keeping and return in good condition and order of all the *Deloitte Property* that may be in my use, custody, care or charge. For the loss of any *Deloitte Property* in my possession or custody or for which I have been assigned responsibility, the Employer will have a right to assess on its own basis and recover from me, the damages in respect of such materials (out of the amounts due to me or otherwise) and to take such other legal action as it deems appropriate including termination of my employment without notice or payment in lieu thereof in the event of my failure to account for such material or property to its satisfaction.

**9. Security.** I am provided with a worktable and lockable storage space. I will ensure they are locked when unattended and understand that a duplicate key will only be provided if I sign for it. I am required to display my identity card to the appropriate security personnel on demand and at all times within the office premises.

**10. Ownership of Works.**

a. I agree that the Employer owns all rights, title and interest in and to all *Works*.

b. I agree that all *Works* are deemed works made for hire under India copyright or applicable laws or equivalent laws of any applicable foreign jurisdiction, and all *Intellectual Property Rights* therein vest automatically in the Employer upon creation of the *Works*. I agree that, to the extent any *Work* is held not to be a work made for hire, I hereby irrevocably assign all *Intellectual Property Rights* in the *Work* to the Employer. Notwithstanding anything contained in Section 19(4) of the Indian Copyright Act, 1957, I agree that such assignment shall continue to be in force for perpetuity irrespective of whether or not the Employer exercises its rights as the assignee for any period of time.

c. I will at all times, even after termination of my *Employment*, do whatever the Employer reasonably requests of me, at the Employer's expense, to document the assignment of any *Works* to the Employer or to assist the Employer in pursuing, renewing, extending or assigning any *Intellectual Property Rights*, and otherwise perfecting, protecting and enforcing said *Intellectual Property Rights* in, any *Works*. I agree that, as between me and the Employer, the Employer shall be the sole author, inventor, and owner of all such *Works* and *Intellectual Property Rights* therein throughout the world, and that the Employer shall have the sole right to seek copyright registrations, patents or trademark registrations, including all extensions and renewals thereof. I also hereby agree that I waive all moral rights in any *Works*.

I also agree to assign all my right, title and interest in and to any particular *Works* to a third party as directed by the Employer.

In the event the Employer is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraphs, I hereby irrevocably designate and appoint the Employer and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and in my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraphs with the same legal force and effect as if executed by me. I hereby waive any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any *Works* assigned hereunder to the Employer.

d. During a 12 month period after termination of my *Employment*, I agree that any *Intellectual Property* I create or conceive that results from and is related to any work assigned to or performed by me for the Employer, or that was created using *Deloitte Property*, is a *Work* that is subject to Paragraph 10 (b) above. For purposes of clarification, the foregoing provision is in addition to, and not in limitation of, any rights and remedies the Employer may have under the applicable laws protecting *Intellectual*

*Property of the Deloitte Entities.*

e. I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Employer) of all *Works* developed by me during the period of my employment with the Employer, which records shall be available to and remain the sole property of the Employer at all times.

**11. Pre-existing Creations; Personal Creations.** My obligations in Paragraph 10 do not apply to *Pre-existing Creations* and *Personal Creations*. I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Creations*. I acknowledge and agree that I will not assert any ownership rights against the *Deloitte Entities*, or their respective clients, with respect to any *Pre-existing Creations* unless they appear on **Exhibit B**, and **Exhibit B** has been accepted and agreed to by an *Authorized Signatory* who has signed at the bottom of such **Exhibit B**. I further agree that I shall not use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment* without the prior written consent of an *Authorized Signatory*. To the extent that I use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment*, I agree that, except as otherwise provided in a written agreement executed by me and the Employer, I hereby grant to the Employer an irrevocable, royalty free, perpetual, fully paid up, transferable, sub-licensable license to use, reproduce, distribute, display, perform, modify and create derivative works of and otherwise exploit such *Pre-existing Creations* or *Personal Creations* for any purpose including, but not limited to, client engagements.

**12. Post- Employment Restrictions re: Clients.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or serving of certain clients related to my work for a *Deloitte Entity* would necessarily involve the unauthorized use or disclosure of *Confidential Information*, and the proprietary relationships and goodwill of the *Deloitte Entities*, and, in the case of my serving of certain clients, could compromise the full compliance of the Employer or another *Deloitte Entity* with the applicable laws, rules and regulations of a U.S. or India regulatory body or other independence-related requirement of a regulatory body. Accordingly, during the period of my *Employment* and for a period of one year thereafter, I will not, directly or indirectly, solicit or provide services to any existing client of a *Deloitte Entity* with which I had personal contact and provided services during the two-year period prior to termination of my *Employment*.

**13. Exceptions to Post- Employment Restrictions re: Clients.** I understand that the obligations of Paragraph 12 will not apply for a period of three (3) years after my start date or the date of my promotion or transfer to clients of a *Deloitte Entity* and/or certain specified kinds of services rendered to such clients that meet all of the following criteria: (a) are personal clients of mine who came to a *Deloitte Entity* solely to avail themselves of certain specified kinds of services rendered by me and only as a result of my own independent recruitment efforts, which a *Deloitte Entity* neither subsidized nor otherwise financially supported as part of a program of client development, (b) are listed on **Exhibit D** expressly by name with respect to client and with sufficient specificity with respect to the kinds of service(s) that I will be permitted to render, and (c) are accepted and agreed to as to their listing on **Exhibit D** by an *Authorized Signatory* who has signed at the bottom of such Exhibit. I agree that after a period of three (3) years from my start date or the date of my promotion or transfer the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on **Exhibit D** to support the application of the obligations of Paragraph 12 to those clients.

**14. Future Employment with Clients.** Except as otherwise provided herein, I understand that I am not prohibited from accepting employment with a client (or an affiliate of such client) of a *Deloitte Entity*. Before entering into substantive discussions with an *Attest Client* regarding any employment opportunity, I acknowledge and agree that during my *Employment* and for five years thereafter I must first notify *Independence* and obtain prior written approval from *Independence*. I acknowledge and understand that it is the intent of the Employer to interpret and apply this provision (a) in an effort to ensure the full compliance of the *Deloitte Entities* with applicable U.S. and India laws, rules, and regulations; (b) to serve the public interest; and (c) to protect the legitimate interests of the *Deloitte Entities* or their respective *Attest Clients* under applicable U.S. or India laws, rules and regulations in a manner that is no greater than is reasonably necessary to protect such interests and without being unduly harsh and oppressive to me and my interests in future employment with an *Attest Client*. Further, I acknowledge and agree that because of, among other things, the importance of the *Deloitte Entities* remaining in compliance with applicable independence rules, such approval may be withheld by *Independence* in the event that my employment with an *Attest Client* would, in the view of Deloitte LLP, be inconsistent with applicable laws, rules and regulations or jeopardize the independence of a *Deloitte Entity* with respect to such *Attest Client*.

**15. Restrictions re: Personnel and Contractors.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or hiring or of any of its *Personnel* or contractors of the *Deloitte Entities*, or my participation in their hiring, admission or retention, would necessarily involve the unauthorized use or disclosure of *Confidential Information* or the proprietary relationships and goodwill of the *Deloitte Entities*. Accordingly, during my *Employment* and for one year thereafter, I will not, directly or indirectly, (a) solicit or attempt to solicit, or participate in the solicitation of or any attempt to solicit any *Personnel* to leave a *Deloitte Entity*, or to join any firm or business with which I may be or become affiliated; (b) participate in the hiring or admission of any *Personnel*; or (c) cause a contractor of a *Deloitte Entity* to cease providing services to, with, or on behalf of the *Deloitte Entity*.

**16. Post- Employment Restrictions re: Deloitte Property.** Upon termination of my *Employment*: (a) I will not use or disclose *Deloitte Property*, including, but not limited to, *Confidential Information* and *Works*, for any purpose; (b) I will not retain or take with me any *Deloitte Property*; (c) I will immediately deliver to a *Deloitte Entity* at any location that it designates, at my expense, within one business day after the termination of my *Employment* or on an alternate date designated by a *Deloitte*

*Entity*, any *Deloitte Property* that I may then or thereafter hold or control; and (d)I agree to allow a *Deloitte Entity* to inspect any of my personal or home computers, including smart phones, tablet computers, or any device, media or location capable of storing electronic data, to determine whether any *Deloitte Property* resides on such computers and to permit a *Deloitte Entity* to remove such *Deloitte Property*.

## OTHER POST- EMPLOYMENT OBLIGATIONS

**17. Transition of Work and Cooperation.** Upon termination of my *Employment* for any reason, I will cooperate with a *Deloitte Entity* in all matters relating to the completion of pending work and its orderly transfer. I will also cooperate fully with a *Deloitte Entity* in connection with any threat of or actual legal proceeding against a *Deloitte Entity* or any client, customer or licensor of a *Deloitte Entity* arising out of any matter with or of which I had contact or knowledge during my *Employment*.

**18. Notification of Post- Employment Obligations.** I agree that prior to accepting employment or affiliation with another firm or business I will advise such firm or business of my duties and obligations under this Employment Agreement. After my *Employment* ends, I agree that a *Deloitte Entity* shall be permitted to advise any firm or business with which I have accepted an offer of employment or affiliation concerning my duties and obligations under this Employment Agreement.

**19. Certification.** I agree that during or after my *Employment* I will, if requested, provide written certification in such form as the Employer may require that I have complied with my obligations hereunder, including, without limitation, those obligations set forth in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15 and 16 of this Agreement.

## OUR ENFORCEMENT RIGHTS AND REMEDIES IN THE EVENT OF A BREACH

**20. Equitable Relief and Attorney's Fees.** I acknowledge and agree that a breach of this Employment Agreement, including, but not limited to, a breach of my duties and obligations under the terms and conditions of Paragraphs 4, 5, 7, 8, 9, 10, 12, 14, 15 or 16 would cause irreparable harm to the *Deloitte Entities* and that, in addition to other remedies, the Employer on behalf of itself or another *Deloitte Entity* is entitled to a temporary restraining order, an injunction or other equitable relief to prevent any such breach. I also acknowledge that, to the extent permitted by law, a *Deloitte Entity* will be entitled to the payment of the *Deloitte Entities'* reasonable costs and attorney's fees incurred in enforcing this Employment Agreement. I also acknowledge that, to the extent permitted by law, the Employer may request that a court extend the one year period following the termination of my *Employment*, as provided in Paragraphs 12 and 15, to correspond with the period that I participated in activities prohibited by Paragraphs 12 and 15.

**21. Liquidated Damages: Client Fees.** I agree that in the event of a breach under Paragraph 12, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

**22. Liquidated Damages: Compensation.** I agree that the precise amount of damages flowing from a breach under Paragraph 15 would be impracticable or extremely difficult to ascertain in an actual amount. Therefore, I agree that in the event of a breach under Paragraph 15, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by or owed to any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

**23. Right of Inspection.** I agree to permit the Employer (or to use my best efforts to enable the Employer) to inspect my books and records (and the books and records of any entity which employs or is associated or affiliated with me), upon request and at reasonable times, to enable the Employer to confirm the calculations described above and to verify compliance with Paragraphs 12 and 15. The Employer shall keep confidential any proprietary information obtained, except as may be necessary or desirable to enable the Employer to enforce its rights under this Employment Agreement and except as may be required by any statute, court or administrative order to decree or government ruling or regulation.

**MISCELLANEOUS**

**24. Governing Law; Choice of Forum.** This Employment Agreement is deemed to have been executed in the Employer's office in **Hyderabad, Telangana, India** and will be construed and governed in accordance with the laws of the Republic of India without regard to its conflicts-of-law principles. You agree to submit to jurisdiction before any court of record in which the Employer's office to which you were assigned is located, or in which a breach of this Employment Agreement may occur, at the election of the Employer, and you waive any right to raise questions of personal jurisdiction or venue in any action the Employer may bring against you in any such court. You further agree to accept service of process/summons/legal notice from the Employer when that process/summons/legal notice is either sent to your last known address by certified mail or served by any other means permitted under the law of the jurisdiction in which the Employer may bring an action against you.

**25. Modifications.** My obligations hereunder may not be changed or modified, released, discharged, abandoned or terminated, in whole or in part, except by an instrument in writing signed by an *Authorized Signatory*.

**26. Severability.** Every provision of this Employment Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such term or provision will be enforced to the maximum extent permitted by law and, in any event, such illegality or invalidity shall not affect the validity of the remainder of the Employment Agreement.

**27. Blue-Penciling.** If any court determines that any provision of this Employment Agreement, or any part hereof, or the application of any such provision, or any part hereof, to any person or circumstance is unenforceable or void, such court shall have the power to modify such provision, or any part hereof, to the extent necessary to render it legal and enforceable while preserving its intent, or if such modification is not possible, by substituting therefore another provision that is legal and enforceable and that achieves the same objective.

**28. Waiver.** None of my obligations under this Employment Agreement shall be deemed to have been waived by the Employer except if the giving of such waiver is contained in a written notice given to me and no such waiver shall be deemed to be a waiver of any other or further obligation I have under this Employment Agreement.


**29. Entire Agreement.** This Employment Agreement, the Employer's employment application, the Terms and Conditions of Service issued pursuant to the offer of employment and any documentation employing me or transferring me to the Employer, contain the entire understanding between me and the Employer or any other *Deloitte Entity* with respect to the subject matter hereof and supersedes all prior representations, warranties, and agreements with respect to such subject matter, and no representations, warranties or other covenants exist with respect to such subject matter that are not contained or expressly referred to herein. Notwithstanding the foregoing, any written agreement between a *Deloitte Entity* and me with respect to the subject matter hereof that was signed by me prior to the effective date of this Employment Agreement shall remain valid and enforceable according to the terms of such agreement with respect to all acts and omissions occurring prior to the effective date of this Employment Agreement. In the event of a conflict between this Employment Agreement and the employment application or any other document purporting to set forth terms and conditions of my *Employment*, this Employment Agreement will control.

**30. Transfer and Assignment.** Unless as the Employer shall otherwise determine, the rights, obligations and benefits of the Employer under this Employment Agreement, including but not limited to those rights and benefits relating to my post-Employment obligations set forth in this Paragraph 30 and in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19 and 23 above, are transferred and assigned, in whole or in part (as the Employer shall determine) and without the need for my consent or the formality of documentation or prescribed processes, to (a) any *Deloitte Entity* in connection with my transfer to that *Deloitte Entity* or (b) any entity that acquires all or a part of the assets or business of the Employer. All provisions of this Employment Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, representatives, successors, and assigns of the Employer and me, and any *Deloitte Entity* to which I may be transferred during my *Employment*, provided, however, none of my duties or obligations under this Employment Agreement may be assigned or transferred by me to any other person or entity without the Employer's prior written approval of such assignment or transfer. Any purported assignments in violation of this Paragraph 30 shall be null and void.

**31. Headings.** The headings contained in this Employment Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Employment Agreement.

I have read the foregoing, understand it, and agree to comply with its terms.

**For Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
 6718FF75DA89400...

Pooja Madhani

**Talent**

**Authorized Signatory**

Effective as of , I accept all the terms and conditions of the Employer as stipulated in this Employment Agreement.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

**EXHIBIT A**

The definitions below apply to the italicized terms that appear in the Employment Agreement (including the exhibits):

**Attest Client** – attest client (or an affiliate of such client) of Deloitte & Touche LLP or a *Deloitte Entity*.

**Authorized Signatory** – a director, officer or other person who is authorized to sign on behalf of a *Deloitte Entity*.

**Confidential Information** – any information not generally known to the public, in any *Form*, that (1) relates to the operation of a *Deloitte Entity* or provides the *Deloitte Entities* with a competitive advantage, (2) consists of Personally Identifiable Information (*PII*) or other personal information about *Personnel*, client and other third party personnel, independent contractors, subcontractors, agents, vendors, suppliers or others which the Employer or another *Deloitte Entity* receives in the course of business, and (3) all other information entrusted to the Employer or another *Deloitte Entity* by clients and other third parties. *Confidential Information* includes, but is not limited to, *Intellectual Property*, supplier information, designs, business or marketing plans, forecasts and financial information, tax returns, tax identification numbers, agreements, client or prospective client lists, specific information about clients or prospective clients such as preferences for specific products and services, client or prospective client needs based on financial history and past purchases of services, client or prospective client development plans, specific rates charged to a client or offered to a prospective client and other business or client records. *Confidential Information* also includes, but is not limited to, debit or credit card information, employment applications, organization charts, performance ratings and other personnel records.

**Deloitte Entity** – the Employer, Deloitte LLP, and any corporation, company, partnership, limited liability company or other entity (a) that (i) is owned, directly or indirectly, in whole or in part, by Deloitte LLP (the “Deloitte U.S. Firms”), including but not limited to Deloitte LLP subsidiaries in India, the Deloitte Touche Tohmatsu verein, Deloitte Global Services Limited, Deloitte Global Services Holdings Limited, Deloitte Touche Tohmatsu Limited (“DTTL”) or any member firm of DTTL or affiliate thereof (collectively, the “DTTL Member Firms”) or (ii) controls, is controlled by or is under common control with any of the entities listed in clause (i); or (b) in which any *Personnel* participated on its behalf, or carried out any duties with respect to its affairs. For purposes of this Employment Agreement, the term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract, or otherwise.

**Deloitte Property** – *Confidential Information*, *Systems*, equipment, debit and credit cards issued in connection with my *Employment*, furniture, facilities and any and all other materials owned, licensed or leased by a *Deloitte Entity*, including, without limitation, computerized or electronic information and all copies thereof in any form or media, created by, furnished to, obtained by or prepared by me in the course of my employment in any capacity.

**Deloitte India (Offices of the US)** - The following companies shall be deemed to be the affiliates of each other and are collectively referred to as Deloitte India (Offices of the US): (i) Deloitte Consulting India Private Limited (ii) Deloitte Tax Services India Private Limited (iii) Deloitte Support Services India Private Limited (iv) Deloitte Financial Advisory Services India Private Limited and (v) Deloitte & Touche Assurance & Enterprise Risk Services India Private Limited.

**Electronic Communications** – all text, audio, video, images, information, data, files and attachments created, displayed, sent, received, posted, accessed or stored, whether deleted or not, by means of the *Systems*.

**Employment** – the nature of my relationship with the Employer or a *Deloitte Entity* pursuant to this Employment Agreement. Alternatively, and depending on context, *Employment* is the period of time during which this relationship persists.

**Form** - paper, computer disc, USB drive, website; any other tangible or electronic medium by which information may be stored or accessed; and human memory.

**Independence** – National Office (Independence) of Deloitte LLP.

**Intellectual Property** - works of authorship (including, without limitation, books, articles, data compilations, software and other copyrightable materials), materials, patents, inventions, designs, techniques, methodologies, processes, discoveries, know-how, ideas, trade secrets, moral rights, trademarks and other indicia of origin together with the goodwill therein, and all patent applications, copyright and trademark applications and registrations, and extensions and renewals thereof, throughout the world.

**Intellectual Property Rights** – all rights, title and interest in Intellectual Property.

**PCAOB** – the United States Public Company Accounting Oversight Board.

**Personal Creations** – *Intellectual Property* that meet all of the following criteria: (1) it is conceived, developed, and created by me on my own time without using *Deloitte Property* or *Personnel* (during work hours), facilities, *Confidential Information* or *Works* of a *Deloitte Entity*, (2) it is unrelated to the actual or reasonably anticipated business or research and development of a

*Deloitte Entity*, and (3) it does not result from any work performed by me and the *Personnel* (during work hours) for a *Deloitte Entity*.

**Personnel** – partners, principals, members, officers and employees of a *Deloitte Entity*.

**PII** – information (excluding business contact information such as an individual's name and one or more of the following: organization name, organizational title, organizational role, business address, business telephone number (including business cell phone number and business email address) relating to an identified or identifiable natural person. An identifiable natural person is a natural person who can be identified, directly or indirectly, by reference to an identification number or factors specific to his or her physical, physiological, mental, economic, cultural or social identity. Set forth below is a non-exclusive list of information that constitutes PII when such information relates to an identified or identifiable natural person:

- Account number (bank account, credit card, etc.)
- Address
- Biometric identifier
- Certificate or license number
- Date of birth
- Government identifiers (such as PAN)
- Name\*
- Personnel Number
- Photograph or video identifiable to an individual
- Vehicle identifier or serial number
- Other information related to an individual that may directly or indirectly identify that individual (e.g., salary, performance rating, purchase history, call history, etc.)

\* Note: When an individual's name is used with PII that is not business contact information, it is included in the definition of PII.

**Pre-existing Agreements or Arrangements** – agreements or arrangements that (1) relate to any *Pre-existing Creations*; or (2) may affect my ability to comply with the requirements of this Employment Agreement, including all contractual and other restrictions or obligations with other parties, including any post-employment restrictions and required notifications to the extent applicable under 18 United States Code §207, CFR 3.104-4, and India laws, rules and regulations that may or will impose limitations on my professional activities during my *Employment* (such as any non-compete agreements with prior employers and the one-year ban on lobbying contacts).

**Pre-existing Creations** – any *Intellectual Property* and *Intellectual Property Rights* that were developed or created by me, alone or with others, or otherwise acquired by me, before the period of my employment in any capacity with the Employer, in which I claim any ownership or right.

**Proceedings** – past or pending (1) actual or threatened claims or complaints of, or arising out of service to, present or former clients, (2) regulatory, self-regulatory, disciplinary, administrative, civil or criminal investigations, inquiries, charges, complaints, actions, sanctions, alternative dispute resolution proceedings, other proceedings or matters (other than criminal proceedings which relate solely to the operation of a motor vehicle) of any kind or nature, in India or any other jurisdiction, against me, including criminal proceedings arising out of my provision of professional services, proceedings brought by a professional association, or proceedings involving the Securities and Exchange Board of India, United States Securities and Exchange Commission or the PCAOB, other professional bodies like the Institute of Chartered Accountants of India or (3) matters of any kind or nature which could adversely affect my association with the Employer or my ability to perform my duties or responsibilities to the Employer, whether set forth in this Employment Agreement or otherwise, or my registration with or licensure by any governmental, quasi-governmental, or other regulatory agency, body or entity, in or outside the United States or India.

**Systems** – the communications systems or any part of such systems that a *Deloitte Entity* owns, licenses or operates and approves for use, including, but not limited to, e-mail, text messaging, Lotus Notes, Deloitte Online (eRoom), instant messaging, local area network, wide area network, Intranet (e.g., DeloitteNet, D Street), Internet, extranet, collaborative tools (e.g., blogs, wikis, etc.), laptop and desktop computers, servers, air cards, Personal Digital Assistants, cell phones, telephones and voicemail.

**Works** – all *Intellectual Property*, in any *Form*, created by me, alone or with others, during the period of my *Employment* that (1) is created within the scope of my *Employment*; (2) relates in any manner to the actual or anticipated business, research, or development of a *Deloitte Entity*; (3) results from any work assigned to or performed by me, alone or with others, for the Employer; or (4) is created with the use of *Deloitte Property*.



**EXHIBIT B****Pre-existing Creations; Pre-existing Agreements or Arrangements**

I understand and agree that the Employer makes no attempt to verify my claim of ownership to any of the *Pre-existing Creations* listed, and makes no admission that any *Pre-existing Creations* listed are owned by me.

[If yes, please enter details below]

Yes, I do have *Pre-existing Creations, Pre-existing Agreements or Arrangements*

No, I do not have *Pre-existing Creations, Pre-existing Agreements or Arrangements*

<b><u>Title</u></b>	<b><u>Date</u></b>	<b><u>Brief Description</u></b>
---------------------	--------------------	---------------------------------

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Print)

ACCEPTED AND AGREED TO:

**Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
6718FF75DA89400...

Pooja Madnani

**Talent**

Its: *Authorized Signatory*

\_\_\_\_\_  
Date

An *Authorized Signatory's* signature is required only if *Pre-existing Creations* or *Pre-existing Agreements* or *Arrangements* are listed pursuant to Paragraphs 2 and 11 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment made in light of Paragraph 2 that *Pre-existing Creations*, if any, are described and explained in sufficient detail so that the likelihood of confusion between the employee's *Pre-existing Creations* and the *Intellectual Property* of a *Deloitte Entity* can be avoided or minimized in the future and further indicates that the *Pre-existing Agreements* or *Arrangements* have been obtained and reviewed and that the *Authorized Signatory* is satisfied that such *Pre-existing Agreements* or *Arrangements* will not interfere with the employee's ability to comply with the requirements of this Employment Agreement.

**EXHIBIT C**

**Proceedings**

[none, unless otherwise specified]

Yes, I do have *Proceedings* to report

No, I do not have *Proceedings* to report

My signature below certifies that to the best of my knowledge, the information I have provided above, pursuant to Paragraph 3, is complete and accurate.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

**EXHIBIT D**

### **Exceptions to Post-Employment Restrictions: re: Clients**

[none, unless otherwise specified]

As specified in Paragraph 13, I agree that after a period of three (3) years from my start date or the date of my employment, as the case may be, the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on Exhibit D to support the application of the obligations of Paragraph 12 to those clients.

Yes, I do have  
Post-*Employment* Restrictions  
re: Clients

No, I do not have  
Post-*Employment* Restrictions  
re: Clients

Name of ClientSpecified Kind of Services(s) Permitted

ACCEPTED AND AGREED TO:

**Deloitte Tax Services India Private Limited**

DocuSigned by:  
Pooja Madhavi  
6718FF75DA89400...

Pooja Madnani

## Talent

Its: Authorized Signatory

Date \_\_\_\_\_

I have read and understood the above policy terms.

Signature \_\_\_\_\_

---

Name \_\_\_\_\_

Date \_\_\_\_\_

A n *Authorized Signatory's* signature is required only if information is provided pursuant to Paragraph 13 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment that criteria in Paragraph 13 have been fully satisfied, the clients listed have been properly identified, and the kinds of services permitted have been described with sufficient specificity.

## Terms and Conditions of Service

In continuation to our offer of employment with **Deloitte Tax Services India Private Limited** (the "Employer"), please note the terms and conditions of service.

The italicized terms in these Terms and Conditions of Service are defined in **Exhibit A** of the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement hereto.

### Terms of Service

#### 1. COMPLIANCE WITH INDEPENDENCE, ETHICS AND OTHER REQUIREMENTS

Deloitte & Touche LLP performs attest services for certain of its clients and is subject to the independence requirements of, among others, the United States Securities and Exchange Commission (SEC), the United States Public Company Accounting Oversight Board (PCAOB), and the American Institute of Certified Public Accountants (AICPA). These requirements mandate that certain of the Employer's employees and their relatives be independent of some or all of such attest clients and their affiliates in accordance with the policies of Deloitte LLP and its subsidiaries (the "Deloitte US Entities").

Upon joining the Employer, you will be asked to review a listing of the attest clients and the affiliates of such clients of certain of the Deloitte US Entities and disclose relationships or financial holdings that you or your relatives may have that could affect the independence of the Deloitte US Entities. Any relationships or holdings that conflict with, among other things, the requirements of the SEC, the PCAOB or the AICPA or the independence or ethics policies of the Deloitte US Entities will need to be resolved immediately. Further, you will be required to comply with these policies throughout your career with the Employer, including, when applicable, maintaining a current list of certain of your financial interests (but not their value) in the independence tracking system.

As a condition to your joining the Employer and continued employment, you are required to complete a representation regarding your understanding of, and compliance with, independence and other matters, on a periodical basis (as requested beginning on or prior to the date of you joining the Employer, annually thereafter, and upon certain changes in your role in the Employer), the details of which are provided in the independence representation. An example copy of this representation form is available for your reference on [www.deloittenet.com](http://www.deloittenet.com). The representation should be made to the best of your knowledge and ability. It is your responsibility to consult on any matter should you be uncertain or have a question. You are also requested to refer to [www.deloittenet.com](http://www.deloittenet.com) and *Independence* for more information in this respect. The representations made by you will be subject to an audit and may be reviewed by Deloitte LLP representatives and shared with certain third parties. If you are selected for such an audit, you will need to submit certain personal financial records to Deloitte LLP's internal audit team. Please be assured that Deloitte LLP fully intends to keep all information obtained through the audit process confidential and secure. You hereby give your consent to Deloitte LLP to use the information provided by you for such purposes as provided in the policies regarding independence and ethics.

In the event you (i) do not cooperate or comply with the independence requirements, or (ii) do not complete the necessary representations, or (iii) make inaccurate representation(s); you may be subject to disciplinary action including and up to termination of employment with the Employer.

Please feel free to contact or consult *Independence* should you require any further information or if you have any specific concerns in this respect.

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#### 2. NON DISCLOSURE, NON SOLICIT AND INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AGREEMENT ("Employment Agreement")

You will be expected to sign the Employer's Employment Agreement. Please contact Talent for further details.

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#### 3. HARRASSMENT POLICY

**Administrative Policy Release ("APR") 213** is the Employer's policy prohibiting harassment. Deloitte LLP's subsidiaries located in India ("Deloitte India (Offices of the US)") are committed to providing a working environment that is free from harassment based on caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis, in accordance with applicable Indian central, state or local law. Expressly forbidden are unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Depending on the circumstances, such harassment may also include conduct such as stereotyped or demeaning remarks or gestures or the display or circulation, whether in writing or electronically, of materials or pictures offensive to persons because of their caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis in accordance with applicable Indian central, state or local law. The full policy will be accessible to you on DeloitteNet after joining Deloitte U.S. India.

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#### 4. WORKING HOURS, HOLIDAYS, LEAVES AND MATERNITY BENEFITS

You will be provided with your standard working hours, which may vary over the course of your career. The Employer may, from time to time, subject to applicable laws, require the employee to work beyond these hours.

You shall be entitled to paid holidays and leave as per the Employer's policies.

Women employees are eligible for maternity benefits as per the recent amendments (2017) in the maternity benefit act, 1961, including having 26 weeks of maternity leave with pay, as applicable.

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#### 5. RETIREMENT AGE

The age of retirement for employees of Deloitte India (Offices of the US) is 60 years. Your employment will therefore automatically terminate at the end of the month in which you attain 60 years.

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#### 6. TRANSFERS

You may be transferred, assigned, or asked to attend training at the offices of a Deloitte Entity or its clients or third parties in India or abroad with or without additional compensation. In such an event, you will also be governed by the terms and conditions of service applicable to the transfer, assignment, or training.

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#### 7. NOTICE PERIOD FOR TERMINATION OF SERVICES

The notice period for termination of your services is **60 Days** by either side and/or salary in lieu of notice period on part of the Employer only.

The Employer expects all employees to maintain the highest standards of professional conduct at all times.

In order to assure orderly operations and provide the best possible work environment, the Employer expects you to follow rules of conduct that will protect the interests and safety of all personnel, including but not limited to the Code of Ethics and Professional Conduct.

In the event of any breach of the Code of Ethics and Professional Conduct, non-performance of a contractual obligation or the terms and conditions laid down in this Annexure, or if you engage in any misconduct whether or not in connection with or affecting the business or affairs of the Employer or the work conduct, as specified by Employer, you will be subject to disciplinary action up to and including termination of your services/ employment with the Employer without any notice or payment in lieu of notice notwithstanding any other terms and conditions stipulated herein.

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#### 8. MISCONDUCT

Misconduct may include but is not limited to:

- Irregular attendance: repeated or excessive absence, tardiness or early departures/ late comings without approval.
- Unreported or unapproved absence (including overstay of leave) for more than five consecutive days or deviation from assigned and accepted schedule for more than five days.
- Falsification or manipulation in background verification process or employment records, employment information, or other records prior to or after joining the Employer.
- Falsification or manipulation of Deloitte Time & Expense (DTE).
- Knowingly providing false statements, either verbally or in written form.
- Neglect of normal duties and functions.
- Practices such as reading personal materials during working time, having obscene or inappropriate posters or screen savers at your work station, playing games at your work station, etc.
- Continued discharge of work functions that do not meet the standards reasonably expected.
- Breach of the confidentiality provision in the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement including disclosing to any unauthorized person any *Confidential Information* or *PII*.
- Willful insubordination or disobedience, whether or not in combination with another, of any lawful and reasonable instructions of any member of management or any authorised person.
- Engaging in unapproved outside employment and activities as defined in APR 218 (US & IND)

([https://deloittenet.deloitte.com/About/Policies/Admin/Pages/218\\_OutsideEmploymentActivities\\_US.aspx](https://deloittenet.deloitte.com/About/Policies/Admin/Pages/218_OutsideEmploymentActivities_US.aspx)).

- Installing, downloading, copying or duplicating any unauthorized or unlicensed software, programs, games, or attachments on any computer system of the Employer or of any *Deloitte Entity* or its clients.
- Engaging in any illegal activities.
- Workplace violence, including threats of physical violence.
- Corporate credit card delinquencies.
- Causing damage to the property of the Employer, any *Deloitte Entity*, its clients, or their respective personnel
- Going on or abetting a strike in contravention of any law.
- Theft of any property belonging to another, the Employer or any *Deloitte Entity*, or their respective personnel, clients, or visitors
- Possession of firearms, explosives, knives or any instruments that can be used as an injurious or deadly weapon in the workplace or at any *Deloitte Entity* sponsored event.
- Corruption, fraud, or misappropriation of funds.
- Failure to comply with the policies, guidelines, rules and regulations of the Employer or a *Deloitte Entity* as applicable.
- Excessive personal use of the Employer's telephone, fax or computer systems.
- Failure to adhere to applicable laws.
- Any act prejudicial to or in conflict with the interests of the Employer or a *Deloitte Entity*.

The above terms and conditions are based on, and should be read in conjunction with, the Employer's policies, guidelines, procedures and other rules currently applicable, including but not limited to Administrative Policy Releases (APRs) and Deloitte India (Offices of the US)'s other policies, guidelines, rules, and regulations. The above rules are subject to amendments from time to time and the amended rules, policies, procedures, and guidelines would be posted on the Employer's Intranet site i.e. <https://deloittenet.deloitte.com/Pages/Home.aspx> for employee reference. The policies will be updated from time to time in the future and we deem to have your consent to any and all such changes. Furthermore, upon acceptance of employment with the Employer, you may be requested to read and acknowledge acceptance of various policies and guidelines of the Employer. It is expected that you will read and acknowledge all such communications.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name



### Training Agreement

On behalf of **Deloitte Tax Services India Private Limited**, please accept our congratulations on your recent offer of employment to join the Company as **Tax Consultant I** pursuant to the terms and conditions of your offer letter dated **August 26, 2024**. You made a very favorable impression with everyone you met and we are excited about the possibility of you joining the Company.

As you may be aware, as a condition of employment with the Company, you may be required to travel Overseas to attend a series of training sessions for a period of up to 90 days. This training will be a combination of classroom procedural training as well as on-site training to observe employees conducting similar work at various client locations. This training represents the confidence we have in your ability to be a valuable member of the practice of the Company.

As per Company policy, we kindly bring to your attention that all employees attending training overseas are required to sign a Training Agreement which will obligate the employee to repay a calculated amount of the costs associated with the training, only if the employee resigns his/her position or are terminated for cause within a specified period after completion of the training (usually between 6 to 18 months). This repayment obligation disappears after the specified period of time has lapsed. We all look forward to seeing you again soon and having you join our team of outstanding professionals.

Sincerely,

For **Deloitte Tax Services India Private Limited**

DocuSigned by:

*Pooja Madhani*

6718FF75DA89400...

By:

Signature

**Authorized Signatory**



Suchitra Choudhury, Clinical Director

RE: OFFER LETTER

NAME: Derick Nathaniel Massar

Position: Behaviour Therapist

Dear Derick Nathaniel Massar

After taking several qualified candidates through our interview process, we feel that you would make an excellent addition to the team. I am pleased to extend to you this official offer of employment for the position of 'Behaviour Therapist' at Early Autism Services, Bangalore.

Your employment will be subject to an introductory period of 60 (days) during which time you and your supervisor will assess your performance and the appropriateness of your employment with our company.

You will be working in one of our Bangalore Centres and will report to Janhavi Kelaskar, Centre Head. **Once your training period (Physical, clinical and theoretical training) is over, and you start working independently with clients,** your compensation and benefits package will include the following:

- Annual salary of Rs 400000 (paid monthly) under [exempt] status,
- Sick time per the Employee Handbook and National Legislations where applicable

The annual salary is inclusive of all taxes. Necessary deductions to be made in monthly salary.

This offer of employment is contingent on the successful completion of pre-employment physical/medical assessment, background check and exhibiting the basic necessary skills post joining. While we do not anticipate any concerns with either of these processes, should any findings not meet standards for employment, continuation of your employment will be jeopardized at that time.

On your first day, you will be required to present documents proving your identity and authorization to work in the Bangalore. A list of acceptable documents is included with this letter for your reference.

The Employee Handbook will be shared with you once you join. This document will provide further information regarding the Company's policies, procedures and benefits.

By signing this letter below, you acknowledge receipt and acceptance of our offer. The terms described in this letter replace all prior agreements and/or discussions pertaining to your offer of employment with EAS.

We look forward to having you as part of the team. If you have any questions, please do not hesitate to contact me.

Sincerely,

Suchitra Choudhury, M.A. Clin. Psy., BCBA, IBA  
Clinical Director  
EAS – Bangalore

Chief

Acknowledged and Accepted:





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Date



## **OFFER LETTER**

5<sup>th</sup> February 2022

DERREN D'SOUZA

CMR University

Dear DERREN D'SOUZA,

We are pleased to formally confirm your internship offer with Genpact. The duration of the project will be **20** weeks beginning **12<sup>th</sup> February 2022** working with us on Project - **Ryan Specialty**.

You will be required to apply and maintain the highest standards of personal conduct and integrity and comply with all Genpact policies as may be applicable. Any violation of the same can result in this offer being withdrawn without any notice.

Please feel free to contact HR Manager – **Kumari, Neha** [neha.kumari2@genpact.com](mailto:neha.kumari2@genpact.com) in case of any clarifications.

Once again, we are delighted to have you on board and hope you have a rewarding and enriching experience with Genpact.

Congratulations and welcome to the team!

Yours Sincerely,

**Ritu Bhatia**

Senior Vice President -Recruitment, India

Human Resources  
Genpact Phase 5 Office  
Gurgaon- 122002  
[www.genpact.com](http://www.genpact.com)

DERREN D'SOUZA

Genpact, 2022



## **Annexure 1- Joining Documents**

Please carry the following documents with you and furnish them at the time of Orientation and joining your business.

Joining will not happen without these documents:

1. **Internship Offer Letter**
  - a. Please bring a signed copy & handover to the Business HR Manager
  - b. Kindly sign both the pages with full signatures
2. **Photo ID**
  - a. One of the following: Voters ID, driving license, Passport, Aadhaar Card, PAN card or XII Board Hall ticket (Class XII Hall tickets will be accepted only for those candidates joining straight after school and don't have any other document)
3. **Address proof**
  - a. One of the following: Passport, Voters ID, Electricity bill (latest) of Self or Parents, Water Bill (latest) of Self or Parents, Bank Statement (Latest), Telephone landline bill (Latest) of self or Parents or Current lease deed- with you or Parents as lessee or co lessee



## Welcome to Wipro's Work Integrated Learning Program ("WILP")

**Work Integrated Learning Programme**  
**Wipro Limited, Dodda Kannelli**  
**Sarjapur Road, Bengaluru - 560 035.**  
**Phone: (080) 28440011/12, Fax: (080) 28440256**

Dear Devi Reddy Chakradhar Reddy,

### **Sub: Enrolment letter to Wipro's Work Integrated Learning Program ("WILP") as Scholar Trainee – Work Integrated Learning Program**

Welcome to WILP!

With reference to your application, it is our pleasure to enroll you as a Scholar Trainee – Work Integrated Learning Program. This is a scholarship program customized as a robust academic and training program which will enable you to obtain M-Tech degree from one of the premier engineering institution / University in India.

The duration of the academic program shall be 48 months from the **date of enrolment to the academic program**. You will be enrolled into the academic program within 12 months from date of joining. Your date of joining will be intimated through a separate communication.

We hope you enjoy the learning with WILP and have an enriching experience being a part of Wipro Limited ("Wipro or "Company").

Please read through the terms and conditions of your enrolment as provided below.

We look forward to having a long and fruitful relationship with you at WILP, Wish you all the best!

Yours sincerely,  
For **Wipro Limited**,

**Aparna Shailen**  
**General Manager - Human Resources**

#### **Endorsement**

I accept the enrolment and the terms and conditions thereof as specified below. I shall report for undergoing study on

#### **Terms & Conditions of Scholarship**

##### **1. PROFILE:**

You have been selected to be a part of Wipro's WILP and are enrolled as a Scholar Trainee- Work Integrated Learning Program. Upon joining WILP, you will have to undergo a "Project Readiness Program" ('PRP') that prepares you to participate in projects at the Company as part of this learning program. This robust academic program will also enable you to obtain **M-Tech degree from one of the premier engineering Institution / University** upon successful completion of the course.

##### **2. DURATION:**

The duration of your academic program will be for a period of 48 months from the date of enrolment to the academic program. You will be enrolled into the academic program within 12 months from date of joining. Unless the Company extends the period of your study in writing, which is done solely at the discretion of the Company, your enrolment would automatically terminate at the end of the stated 48 months.

In case the Company extends the academic period (in writing) you will continue to be enrolled as a Scholar Trainee – Work Integrated Learning Program with WILP.

### 3. Appointment details:

We provide support to our global customers through various Company locations in India to suit customer requirements by operating 24x7. You would be operating from any of these locations and in any of the shifts, including night shift, as may be decided by the Company, keeping in mind the business needs and deliverables to customers.

### 4. Scholarship/Stipend and Benefits

During your period of enrolment, you would be entitled to a consolidated monthly scholarship.

Apart from the monthly scholarship, the Company will provide you with life & accidental insurance that would include a cover for you, the premium / cost will be taken care of by Wipro. This is a voluntary benefit offered by the Company and the details of the same are listed below.

- i. A Group Personal Accident Insurance (GPAI) coverage of **Rs.12,00,000/-**. You could also choose to get additional coverage for a nominal and highly negotiated premium. More details on the policy are available in My Policies section in myWipro, the HR portal at Wipro.
- ii. Group Life Insurance coverage of **Rs.14, 00,000/-**. This sum insured is inclusive of cover as per EDLI (Employee Deposit Linked Insurance). You can also get an extra coverage for a nominal and highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

In addition to the above, you are also eligible for medical insurance cover towards hospitalization.

You are eligible for a floater coverage of Rs.2,00,000/- per annum for family (self, spouse & children) towards hospitalization. There will be a deduction from your monthly scholarship/stipend depending on your marital/family status towards the base sum insured premium. 10% of the claim amount would need to be borne by the employee/Scholar trainee.

Base Medical insurance is to be availed by the employee as default. It is accounted for in deductions as a nominal monthly charge. Top-Up cover is voluntary and charged as applicable during renewal timelines.

If you wish to enhance the coverage, a top up cover option is also available for a highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

The below table lists down your scholarship details:

Period	Scholarship	ESI	Consolidated Scholarship (Rs. Per Month)
First year	15000	488	15,488/- (*)
Second year	17000	553	17,553/- (*)
Third year	19000	618	19,618/- (*)
Fourth year	23000	0	23,000/- (*)

(\*) You shall be responsible for payment of all statutory contributions, taxes, dues and levies as may be required under the relevant laws including contributions under Employees' State Insurance Corporation Act (**at 0.75% of your Scholarship**) as and when applicable to you. Such contributions, taxes, dues and levies where required, shall be deducted from your Scholarship and benefits according to applicable laws and regulations.

Your fourth-year scholarship will continue until completion of your M-Tech program. Your enrolment into the MTech academic program within 12 months from date of joining.

You shall be eligible to receive a onetime "joining bonus" of Rs.75,000 after you join Wipro along with your first month salary. All applicable taxes on the payment of this amount will be borne by you. Please note in the event you leave the organization within 12 months from the date of joining, payment processed under Joining bonus shall be recovered from the employee at the time of exit.

The enhancement of the scholarship at the end of each academic year of study will be at the discretion of the Company and subject to your satisfactory progress of study, acquisition of skills, behavior, regularity and punctuality in attendance. Your continued enrolment in the course, will be at the discretion of the Company, and is subject to satisfactory academic performance and other requirements as prescribed in the WILP portal.

In case your project performance at any stage is not found to be at par with the requirement of WILP, then you would be placed on performance improvement program (PIP). If you fail to successfully complete the PIP, the Company may at its sole discretion discontinue your enrolment in the WILP program.

#### **Book Allowance:**

A Book Allowance of Rs.1,250/- will be provided to you per semester. This allowance will be given every semester except the last semester when you will be engaged in dissertation. The allowance will be paid to you centrally along with your scholarship during the course of each semester. The allowance will be subject to tax. Book allowance is applicable and paid only when you are registered for the semester.

#### **5. Training Agreement:**

- i. This letter of enrolment is subject to the execution of a training agreement in the prescribed proforma with Wipro Limited, Sarjapur Road, Doddakannelli, Bengaluru-560035 on or before joining the program ("Training Agreement").
- ii. This Training agreement shall be for a total period of 60 Months where you will be mentored for developing your skills and knowledge. This included technical training, in various formats, both online and offline and practical experience in various projects. The Company invests on your behalf for the cost of these trainings. Should you discontinue the WILP program or your enrolment with WILP is cancelled for any reason whatsoever before the completion of 60 months from the date of joining, the training expenses of Rs.75,000/-(Rupees Seventy five thousand only) will have to be paid by you as detailed in the Training Agreement.

#### **6. PROJECT READINESS PROGRAM (PRP)**

Upon enrolment, you will have to undergo a Project Readiness Program (PRP) to prepare you to participate in projects. This is offered by Wipro's - Talent Transformation Department to all campus and off-campus selects. The broad objective of PRP is to equip you with the necessary knowledge and skills that will enable you to start working on real-life project work which is an integral part of the WILP.

#### **7. Regulations of Academic study:**

- i. You will be enrolled for M-Tech program with a renowned institution ("University") that collaborates with Wipro for WILP.
- ii. Course specialization includes but is not limited to Software Systems, Software Engineering, Information Technology, Computing Systems and Infrastructure Management, Data Analytics, IoT, Cloud, Digital & Cyber security, Embedded Systems.
- iii. Your specialization and enrolment would be decided based on prevailing business requirements and decision of the Company is final and binding.
- iv. You will not be able to change Specialization track after enrolment.
- v. Overall program duration is 4 years from date of enrolment of academic program.
- vi. As per the program structure, a WILP Scholar trainee will register and pursue 4 to 6 courses per semester over 7 semesters.
- vii. You will be required to submit a project work / dissertation in your final semester (8<sup>th</sup> semester of your program). This will enable you to advance your professional capabilities by applying concepts and techniques in projects.
- viii. Each course has multiple evaluation components. This includes an assignment component, quiz, mid-semester examination and comprehension examination. All evaluation components are mandatory for securing a pass grade in a course as prescribed by the partnering institution.

- ix. Contact classes are organized as per the handout and calendar prepared and shared by the University at the beginning of each semester. In the normal course, one session of 2 hours duration per course per contact class is organized.
- x. You will be called upon to undergo studies during the hours and days as may be fixed by the Company from time to time. Normally, the study hours would be from 9:00am to 6:00pm
- xi. The faculty will take attendance/circulate attendance sheets for every session. It is your responsibility to ensure that your attendances are recorded properly.
- xii. WILP Scholar trainees are expected to be on time for every session. Punctuality is non-negotiable and the faculty reserves the right to deny entry and attendance to late comers.
- xiii. Attending 75% of contact session is mandatory for each course to appear for examinations.
- xiv. Not attending classes for reasons like medical/on the job training /late coming/personal problems and other similar reasons would be treated as absenteeism.
- xv. Scholar trainees who fail to meet the minimum attendance criteria will not qualify for comprehension exams for any of the registered courses in that semester.
- xvi. For any reason, you are not able to meet the minimum attendance criteria or not complete the mandatory assignments / quiz / examinations in any semester, you are required to repeat the same semester as and when the next batch is organized. In such cases, rules and regulations governing academic programs at that time would be applicable. In addition, additional semesters fees are to be borne by you as prescribed by the University.
- xvii. At the end of each semester, the performance of each Scholar Trainee in a course, is specified as a letter grade which is obtained through a Relative Grading procedure
- xviii. Any Scholar trainee securing 3 or more cumulative fail grade at any point in time will be expelled from WILP Program.
- xix. The 8th semester of study is fully devoted for dissertation / project work
- xx. If a Scholar trainee's CGPA is less than 5.5, the Scholar trainee will not be permitted to register for the dissertation. He/she has to re-appear for exams and secure a CGPA of 5.5 before taking up the dissertation. Also, a Scholar trainee with an E grade in any course will not be permitted to register for the Dissertation
- xxi. Project / Dissertation work has to be carried out by each individual separately. Teamwork is not permitted.
- xxii. The dissertation has to be completed strictly as per the guidelines that are outlined by collaborating institution.
- xxiii. WILP Scholar trainees are expected to maintain decorum and discipline in line with Wipro's professional work culture and environment.
- xxiv. In cases where a Scholar trainee deviates from the expected behaviour as prescribed by the WILP and partnering institution from time to time , strict action will be taken and the decision of the WILP Team / faculty /, University would be final and binding.
- xxv. Breach of integrity will be dealt with sternly. Such Scholar trainees will be asked to discontinue their studies and also expelled from WILP program.
- xxvi. On successful completion of the study, you will be eligible to receive the M-Tech degree from the collaborating University, in recognition of your successfully completing the course.
- xxvii. All Scholar trainees of the WILP will be given testimonials at the end of the successful completion of the M-Tech degree program. The testimonial contains the timeline in the WILP and the kind of project works carried during this opportunity.

Mode of contact session, examination pattern and other academic program norms are subject to change based on the prevailing situation / University norms declared from time to time. Decision of the University would be final and binding.

## **8. Conflict of Interest:**

- i. During your enrolment period with the WILP, you will focus exclusively on the requirements of the program. In addition to your study and academic requirements, you are required to engage yourself exclusively in the work assigned by Wipro and shall not take up any independent or individual assignments (whether part time or full time, in an advisory capacity or otherwise) directly or indirectly without the express written consent of Head /

## Manager of WILP Academy

- ii. You shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any person who is involved in activities, which are or shall be in conflict with the interests of Wipro.
- iii. The Conflict of Interest Policy also refers to the need on your part, during your enrolment and for a period of one year from the cessation of your enrolment with WILP (irrespective of the circumstances of, or the reasons for, the cessation) not to solicit, induce or encourage:
  - a. Any student/scholar trainee of the WILP to abandon /withdraw their enrolment with the program or to accept enrolment and/or employment with any competitor, supplier or any customer with whom you have a connection.
  - b. Any employee of Wipro to terminate their employment with Wipro or to accept employment with any competitor, supplier or any customer with whom you have a connection.
  - c. Any customer or vendor of Wipro to move their existing business with Wipro to a third party or to terminate their business relationship with Wipro.
  - d. Any existing employee and/or student of WILP to become associated with, or perform services of any type for any third party.
- iv. In case of any conflict or doubt, please discuss the matter with Head / Manager of WILP, to understand Wipro's position on this and resolve the conflict.

## 9. Obligation and Responsibilities:

- i. During the study period you will be governed by the WILP regulations and instructions as may be modified, from time to time, in relation to conduct, discipline and other matters.
- ii. During your study as part of WILP, Company expects you to undergo study in the area in which you are placed, with a high standard of initiative and efficiency. This is critical and Company has zero tolerance towards any deviations.
- iii. You would not be allowed to seek membership of any local or public body without the written approval from the Head / Manager of WILP.
- iv. During the study period and thereafter, you would not be allowed to give out to anyone in writing or by word of mouth or otherwise, particulars or details of work - process, technical know-how, research carried out, security arrangements, or administrative and/or organizational matters of confidential or secret nature which you may come across during your academic study or become known to you by virtue of your undergoing study under WILP or otherwise.
- v. You are bound by all regulations, instructions and policies of the WILP and Wipro. These are updated / modified on a periodic basis and new policies may be introduced and notified to Scholar trainees from time to time and you will be bound to comply with the same.
- vi. In consideration of the opportunities, trainings and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by WILP/Wipro and in the course of your association with WILP. This covenant shall endure during your association and beyond the cessation of your association with WILP (irrespective of the circumstances of, or the reasons for, the cessation).
- vii. In connection with your association with Wipro as part of the WILP and during the term of your association upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business or academic session hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

During the period of academic study, if you develop or conceptualize inventions, ideas, concepts, discoveries, techniques and improvements (including without limitation computer software) solely or jointly with others in relation to the operation of the WILP / Wipro, such developments will be fully communicated to the WILP academy and will be the sole intellectual property of Wipro. You agree to cooperate in the execution of documents to facilitate the assignment of such intellectual property when required.

## 10. Confidentiality:



- i. In consideration of the opportunities, training and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by Wipro and in the course of your enrolment. This covenant shall endure during your enrolment and beyond the cessation of your enrolment with Wipro (irrespective of the circumstances of, or the reasons for, the cessation).
- ii. During your training on projects at Wipro, you will be expected not to use or disclose any confidential information, including trade secrets, of any former employer (if any) or other person with whom you have an obligation of confidentiality and by signing below you affirm that you have no conflicting obligations or non-compete agreements that would prevent you from working without limitation for Wipro.

## **11. Assignment of Intellectual Property**

In connection with your enrolment and during the term of your enrolment, upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

## **12. Posting**

During the initial study period, initially you would be made familiar with Wipro, but you may if needed be re-assigned or transferred to another division, department, establishment or new location where Wipro, has its office or operation and WILP classes are running in the particular location, in India, without enhancing the scholarship amount. On placement of this nature, you will also be governed by the disciplinary rules and regulations as applicable in that unit/branch. You may also be placed in any sister company of Wipro, for practical studies.

## **13. Misconduct:**

- i. In case you are charged with any misconduct or disciplinary issue during your study period, your enrolment with WILP may be temporarily placed on suspension without payment of scholarship amount, for such period as Wipro may deem fit. If the charges against you are proved to be true, your enrolment may be immediately cancelled, without any notice or payment of scholarship in lieu of notice notwithstanding any clause of this letter of enrolment. It is clarified that this clause is without prejudice to Wipro's rights to enforce the Training Agreement duly signed by you even after cancellation of your enrolment for whatever reasons as the case may be.
- ii. Notwithstanding the condition regarding written notice of termination and without prejudice to Wipro's right to enforce the Training agreement, Wipro shall have the right to terminate your academic study without any notice or payment of scholarship in lieu thereof, if any declaration given or information furnished by you to WILP/ Wipro is found to be false or if you are found to have willfully suppressed any material information.

**Please note that at any stage, whether during your selection process or upon enrolment with the WILP, if it is brought to our notice that you have indulged in malpractices or used illegal means to clear your online assessment, Wipro shall withdraw or revoke the enrolment and cancel the same with immediate effect and we reserve our rights to take suitable action against you as we may deem fit.**

## **14. Cancellation of Enrolment:**

Notwithstanding any of the clauses of this letter of enrolment, Company reserves the right at its sole discretion to cancel this enrolment during the study period without assigning any reason, by giving one month's (30 days) notice or one month's scholarship/stipend in lieu of notice.

## **15. Study Hours:**

- i. As a Scholar Trainee – Work Integrated Learning Program, you will be called upon to undergo studies during the hours and days as may be fixed by WILP from time to time as per the University requirements.
- ii. You would be assigned to any of the locations and any project work as part of your WILP as may be decided by the Company.
- iii. The full day lecture sessions will be held at any of Wipro's other establishments/outsourced venue. You may also be called upon to attend academic study as and when required on holidays, as may be scheduled in accordance with the convenience of the organizing team of the WILP.
- iv. The university will plan contact classes in multiple format to suit the project work situations and university guidelines such as contact classes in ILT (instructor Led training) and / or VILT (virtual Instructor Led Training and Self-Directed / Recorded lecture sessions).

## 16. General:

- i. This letter of enrolment is subject to the condition that you have not provided us with any false declaration or wilfully suppressed any material information. If you have, you will be liable for cancellation of enrolment from the WILP without any prior notice.
- ii. The terms of this letter of enrolment may be specifically enforced legally, if required. In this connection, if any of the provisions of this letter are declared or found to be void or unenforceable due to any reason whatsoever, the remaining provisions of this letter shall continue in full force and effect.
- iii. These enrolment terms supersede and replace any existing agreement or understanding, if any, between Wipro and you relating to the same subject matter.
- iv. You warrant that you are not prevented by a court or by any other administrative or judicial order from enrolling under this agreement. In the event that you are not a citizen of the country of posting, you should have a valid work permit to work in the country of posting.
- v. During the period of enrolment you are required to comply with all policies of WILP and Wipro. These policies are updated / modified on a periodic basis and new policies may be introduced and notified to the Scholar Trainees from time to time. You agree to comply with all policies as modified from time to time.

## 17. On Completion/Cancellation of Academic Program:

- i. On Completion of the academic program or cancellation of your enrolment, as the case may be, you will immediately surrender to Wipro/ the Academy all specifications, formulae, documents, literature, drawings or records, etc. belonging to Wipro/ the Academy or relating to its business and shall not make or retain any copies of these items.
- ii. You are not eligible to receive testimonial certificate if you do not successfully complete the academic study in accordance with this letter of enrolment and the study scheme formulated by the Academy.
- iii. Wipro reserves the right to offer employment at its sole discretion to a Scholar trainee on successful and satisfactory completion of the academic study.

## 18. Acceptance of Enrolment Letter:

Upon accepting the above terms and conditions, you are required to return the duplicate of this letter of enrolment, duly signed by you as a token of your acceptance on the day of joining WILP program.

Please confirm that the above terms are acceptable to you and that you accept the enrolment by signing a copy of this letter of enrolment and submit the same on the date of joining.

## 19. Work Allocation:

As part of your work responsibilities, you may be assigned to work on certain projects/accounts or other assignments as may be deemed fit by the Company in its sole discretion. Refusal to accept and deliver on such assignments shall be treated as a refusal to work and may result in termination of your employment or other disciplinary action.

Yours sincerely,

For **Wipro Limited**,



**Aparna Shailen**  
**General Manager - Human Resources**

I have read, understood and agree to accept the enrolment on the terms and conditions herein.

I shall be present for the induction session on

## **ANNEXURE I**

### **CONFIRMATION ON SHARING PERSONAL INFORMATION (AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT, 2000)**

I Radheshyam Thakur, confirm that I am voluntarily sharing my Personal Information with Wipro Limited ('Wipro') being a part of WILP of Wipro for the following purposes:

- a. validating my application form and retaining records on the same for any future reference/verification;
- b. processing my application form including background verification checks;
- c. academic study related actions including record keeping, processing scholarship advance and benefits and any action required in the context of my enrolment with Wipro, being a part of WILP.

In this context, I also agree to the retention of such Personal Information by Wipro for any future reference/verification and authorize Wipro to transfer the same to a third party.

I understand that 'Personal Information' means any information, relating to me that is available with Wipro and is capable of identifying me."

## **ANNEXURE II**

I hereby confirm that I shall submit the required academic certificate including but not limited to mark sheet and Provisional or Convocation Degree Certificate within 3 months from my date of joining. I understand that my enrolment is subject to my aggregate meeting the Wipro eligibility criteria and submission of the above mentioned documents.

I hereby declare that all the particulars mentioned above are true to the best of my knowledge. In the event of my failure to submit the above mentioned documents or in case of any discrepancy, I shall be liable for termination of my enrolment with Wipro.

## **ANNEXURE – III**

### **INITIAL INDUCTION PROGRAM**

The Talent Transformation team at Wipro groom's campus selects to help them face the challenges of the corporate world.

A holistic 360 degree approach to training is adopted and helps them hone their fundamental computer skills followed by insights into Wipro businesses, process, technology and behavioural skills.

To understand and appreciate the mindset of the young Trainees and ensure that the transformation is smooth, the induction program is done by a team of dedicated professionals who have exposure to the academic and corporate sectors alike. Project Readiness Program (PRP) is a training program designed to address the basic learning needs of the Trainees.

#### **Corporate Readiness Program - CRP**

The CRP program is focused on making young Trainees comfortable in a corporate environment. This program starts with a corporate induction.

"EMERGE" a behavioural skills building training program ensures that the fresh Trainee start feeling at ease in the "corporate world". This activity based behavioural intervention informs the new entrants about the corporate work culture and business etiquette.

#### **Technology Readiness Program - TRP**

The technology training provides critical technical skills required to work on projects allocated to Trainees and prepare to face the demands of the project world. We begin doing this by familiarizing with Wipro's businesses and work environment.

The methodology of training is "Project Based Learning" (PBL) approach, the entire learning is designed around a series of projects that the recruits are expected to complete individually by learning and applying various topics required to complete the project. Starting with individual projects, the PBL approach ends with recruits working on a team project.

## **ANNEXURE – IV**

I have read and understood the terms of my enrolment letter. I agree and acknowledge that I am a Student/Scholar trainee with Wipro's WILP. I further undertake that I shall not represent to any person within Wipro or any other third

party that I am an employee of Wipro Ltd and I fully understand that such false representation shall entail severe disciplinary action including immediate cancellation of my enrolment.

### **Travel, Accommodation, Food & Other Miscellaneous Expenses**

#### **Travel**

- i. You would be entitled for Rs. 1500 from the date of appointment as a lump sum amount that will be credited with your first month stipend. You may utilize this amount towards Travel and you would not need to submit bills towards usage of this amount.
- ii. There is no provision for reimbursement/allowance towards any expenses incurred in lieu of attending training or classes at different locations in the same city.

#### **Accommodation, Food & other Miscellaneous Expenses**

- i. You would be entitled for Rs.400 per day for 8 days (total amount of Rs.3,200) from the date of joining. You may utilize this amount towards accommodation, food & other miscellaneous expenses. This would be paid as a lump sum amount that will be credited with your first month stipend and you would not need to submit bills towards usage of this amount.
- ii. If your posting location (the location where you would be based out of after training) is different from the training location (location where you undergo initial training), you would be entitled for the following:  
  
Settlement and Miscellaneous Expenses: Rs.1200 per day for 7 days (total amount of Rs. 8,400) from the date of reporting to the posting location. You may utilize this amount towards boarding, lodging, conveyance & other miscellaneous expenses.
- iii. Any location change after reporting to posting location will be treated as relocation/transfer and will be covered under the Transfer policy for Team Rainbow. For details you can refer the policy at myWipro-> My Policies -> India->My Travel>Transfer Policy-Team Rainbow.
- iv. Campus joiners would not be eligible for accommodation at the Wipro guest houses.

**Please note in the event that the employee leaves the organization within 6 months from the date of joining, all payments processed under Joining & Relocation Entitlements shall be recovered from the employee at the time of exit.**

**Skill Preferences 1 :** [DAAI -Cloud & Digital Database](#)

**Location Preferences 1 :** [Bangalore](#)

**Skill Preferences 2 :** [CEP-SAP-ABAP](#)

**Location Preferences 2 :** [Mysore](#)

**Skill Preferences 3 :** [Python App](#)

**Location Preferences 3 :** [Chennai](#)

☒ Accept ☐ Decline

☒ **Signature** [Radheshyam Thakur 25/1/2023 10:00 PM](#)

(checking the checkbox above is equivalent to a handwritten signature)

Registered Office:

**Wipro  
Limited**

**T :**+91 (80) 2844 0011

Doddakannelli

**F :**+91 (80) 2844 0054

Sarjapur  
Road

**E :**info@wipro.com

Bengaluru  
560 035

**W :**wipro.com

India

**C :**L32102KA1945PLC020800

26168298



## Welcome to Wipro's Work Integrated Learning Program ("WILP")

**Work Integrated Learning Programme**  
**Wipro Limited, Dodda Kannelli**  
**Sarjapur Road, Bengaluru - 560 035.**  
**Phone: (080) 28440011/12, Fax: (080) 28440256**

Dear DHRITIMAN CHOUDHURY,

### **Sub: Enrolment letter to Wipro's Work Integrated Learning Program ("WILP") as Scholar Trainee – Work Integrated Learning Program**

Welcome to WILP!

With reference to your application, it is our pleasure to enroll you as a Scholar Trainee – Work Integrated Learning Program. This is a scholarship program customized as a robust academic and training program which will enable you to obtain M-Tech degree from one of the premier engineering institution / University in India.

The duration of the academic program shall be 48 months from the **date of enrolment to the academic program**. You will be enrolled into the academic program within 12 months from date of joining. Your date of joining will be intimated through a separate communication.

We hope you enjoy the learning with WILP and have an enriching experience being a part of Wipro Limited ("Wipro or "Company").

Please read through the terms and conditions of your enrolment as provided below.

We look forward to having a long and fruitful relationship with you at WILP, Wish you all the best!

Yours sincerely,  
For **Wipro Limited**,

**Aparna Shailen**  
**General Manager - Human Resources**

#### **Endorsement**

I accept the enrolment and the terms and conditions thereof as specified below. I shall report for undergoing study on

#### **Terms & Conditions of Scholarship**

##### **1. PROFILE:**

You have been selected to be a part of Wipro's WILP and are enrolled as a Scholar Trainee- Work Integrated Learning Program. Upon joining WILP, you will have to undergo a "Project Readiness Program" ('PRP') that prepares you to participate in projects at the Company as part of this learning program. This robust academic program will also enable you to obtain **M-Tech degree from one of the premier engineering Institution / University** upon successful completion of the course.

##### **2. DURATION:**

The duration of your academic program will be for a period of 48 months from the date of enrolment to the academic program. You will be enrolled into the academic program within 12 months from date of joining. Unless the Company extends the period of your study in writing, which is done solely at the discretion of the Company, your enrolment would automatically terminate at the end of the stated 48 months.

In case the Company extends the academic period (in writing) you will continue to be enrolled as a Scholar Trainee – Work Integrated Learning Program with WILP.

### 3. Appointment details:

We provide support to our global customers through various Company locations in India to suit customer requirements by operating 24x7. You would be operating from any of these locations and in any of the shifts, including night shift, as may be decided by the Company, keeping in mind the business needs and deliverables to customers.

### 4. Scholarship/Stipend and Benefits

During your period of enrolment, you would be entitled to a consolidated monthly scholarship.

Apart from the monthly scholarship, the Company will provide you with life & accidental insurance that would include a cover for you, the premium / cost will be taken care of by Wipro. This is a voluntary benefit offered by the Company and the details of the same are listed below.

- i. A Group Personal Accident Insurance (GPAI) coverage of **Rs.12,00,000/-**. You could also choose to get additional coverage for a nominal and highly negotiated premium. More details on the policy are available in My Policies section in myWipro, the HR portal at Wipro.
- ii. Group Life Insurance coverage of **Rs.14, 00,000/-**. This sum insured is inclusive of cover as per EDLI (Employee Deposit Linked Insurance). You can also get an extra coverage for a nominal and highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

In addition to the above, you are also eligible for medical insurance cover towards hospitalization.

You are eligible for a floater coverage of Rs.2,00,000/- per annum for family (self, spouse & children) towards hospitalization. There will be a deduction from your monthly scholarship/stipend depending on your marital/family status towards the base sum insured premium. 10% of the claim amount would need to be borne by the employee/Scholar trainee.

Base Medical insurance is to be availed by the employee as default. It is accounted for in deductions as a nominal monthly charge. Top-Up cover is voluntary and charged as applicable during renewal timelines.

If you wish to enhance the coverage, a top up cover option is also available for a highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

The below table lists down your scholarship details:

Period	Scholarship	ESI	Consolidated Scholarship (Rs. Per Month)
First year	15000	488	15,488/- (*)
Second year	17000	553	17,553/- (*)
Third year	19000	618	19,618/- (*)
Fourth year	23000	0	23,000/- (*)

(\*) You shall be responsible for payment of all statutory contributions, taxes, dues and levies as may be required under the relevant laws including contributions under Employees' State Insurance Corporation Act (**at 0.75% of your Scholarship**) as and when applicable to you. Such contributions, taxes, dues and levies where required, shall be deducted from your Scholarship and benefits according to applicable laws and regulations.

Your fourth-year scholarship will continue until completion of your M-Tech program. Your enrolment into the MTech academic program within 12 months from date of joining.

You shall be eligible to receive a onetime "joining bonus" of Rs.75,000 after you join Wipro along with your first month salary. All applicable taxes on the payment of this amount will be borne by you. Please note in the event you leave the organization within 12 months from the date of joining, payment processed under Joining bonus shall be recovered from the employee at the time of exit.

The enhancement of the scholarship at the end of each academic year of study will be at the discretion of the Company and subject to your satisfactory progress of study, acquisition of skills, behavior, regularity and punctuality in attendance. Your continued enrolment in the course, will be at the discretion of the Company, and is subject to satisfactory academic performance and other requirements as prescribed in the WILP portal.

In case your project performance at any stage is not found to be at par with the requirement of WILP, then you would be placed on performance improvement program (PIP). If you fail to successfully complete the PIP, the Company may at its sole discretion discontinue your enrolment in the WILP program.

#### **Book Allowance:**

A Book Allowance of Rs.1,250/- will be provided to you per semester. This allowance will be given every semester except the last semester when you will be engaged in dissertation. The allowance will be paid to you centrally along with your scholarship during the course of each semester. The allowance will be subject to tax. Book allowance is applicable and paid only when you are registered for the semester.

#### **5. Training Agreement:**

- i. This letter of enrolment is subject to the execution of a training agreement in the prescribed proforma with Wipro Limited, Sarjapur Road, Doddakannelli, Bengaluru-560035 on or before joining the program ("Training Agreement").
- ii. This Training agreement shall be for a total period of 60 Months where you will be mentored for developing your skills and knowledge. This included technical training, in various formats, both online and offline and practical experience in various projects. The Company invests on your behalf for the cost of these trainings. Should you discontinue the WILP program or your enrolment with WILP is cancelled for any reason whatsoever before the completion of 60 months from the date of joining, the training expenses of Rs.75,000/-(Rupees Seventy five thousand only) will have to be paid by you as detailed in the Training Agreement.

#### **6. PROJECT READINESS PROGRAM (PRP)**

Upon enrolment, you will have to undergo a Project Readiness Program (PRP) to prepare you to participate in projects. This is offered by Wipro's - Talent Transformation Department to all campus and off-campus selects. The broad objective of PRP is to equip you with the necessary knowledge and skills that will enable you to start working on real-life project work which is an integral part of the WILP.

#### **7. Regulations of Academic study:**

- i. You will be enrolled for M-Tech program with a renowned institution ("University") that collaborates with Wipro for WILP.
- ii. Course specialization includes but is not limited to Software Systems, Software Engineering, Information Technology, Computing Systems and Infrastructure Management, Data Analytics, IoT, Cloud, Digital & Cyber security, Embedded Systems.
- iii. Your specialization and enrolment would be decided based on prevailing business requirements and decision of the Company is final and binding.
- iv. You will not be able to change Specialization track after enrolment.
- v. Overall program duration is 4 years from date of enrolment of academic program.
- vi. As per the program structure, a WILP Scholar trainee will register and pursue 4 to 6 courses per semester over 7 semesters.
- vii. You will be required to submit a project work / dissertation in your final semester (8<sup>th</sup> semester of your program). This will enable you to advance your professional capabilities by applying concepts and techniques in projects.
- viii. Each course has multiple evaluation components. This includes an assignment component, quiz, mid-semester examination and comprehension examination. All evaluation components are mandatory for securing a pass grade in a course as prescribed by the partnering institution.

- ix. Contact classes are organized as per the handout and calendar prepared and shared by the University at the beginning of each semester. In the normal course, one session of 2 hours duration per course per contact class is organized.
- x. You will be called upon to undergo studies during the hours and days as may be fixed by the Company from time to time. Normally, the study hours would be from 9:00am to 6:00pm
- xi. The faculty will take attendance/circulate attendance sheets for every session. It is your responsibility to ensure that your attendances are recorded properly.
- xii. WILP Scholar trainees are expected to be on time for every session. Punctuality is non-negotiable and the faculty reserves the right to deny entry and attendance to late comers.
- xiii. Attending 75% of contact session is mandatory for each course to appear for examinations.
- xiv. Not attending classes for reasons like medical/on the job training /late coming/personal problems and other similar reasons would be treated as absenteeism.
- xv. Scholar trainees who fail to meet the minimum attendance criteria will not qualify for comprehension exams for any of the registered courses in that semester.
- xvi. For any reason, you are not able to meet the minimum attendance criteria or not complete the mandatory assignments / quiz / examinations in any semester, you are required to repeat the same semester as and when the next batch is organized. In such cases, rules and regulations governing academic programs at that time would be applicable. In addition, additional semesters fees are to be borne by you as prescribed by the University.
- xvii. At the end of each semester, the performance of each Scholar Trainee in a course, is specified as a letter grade which is obtained through a Relative Grading procedure
- xviii. Any Scholar trainee securing 3 or more cumulative fail grade at any point in time will be expelled from WILP Program.
- xix. The 8th semester of study is fully devoted for dissertation / project work
- xx. If a Scholar trainee's CGPA is less than 5.5, the Scholar trainee will not be permitted to register for the dissertation. He/she has to re-appear for exams and secure a CGPA of 5.5 before taking up the dissertation. Also, a Scholar trainee with an E grade in any course will not be permitted to register for the Dissertation
- xxi. Project / Dissertation work has to be carried out by each individual separately. Teamwork is not permitted.
- xxii. The dissertation has to be completed strictly as per the guidelines that are outlined by collaborating institution.
- xxiii. WILP Scholar trainees are expected to maintain decorum and discipline in line with Wipro's professional work culture and environment.
- xxiv. In cases where a Scholar trainee deviates from the expected behaviour as prescribed by the WILP and partnering institution from time to time , strict action will be taken and the decision of the WILP Team / faculty /, University would be final and binding.
- xxv. Breach of integrity will be dealt with sternly. Such Scholar trainees will be asked to discontinue their studies and also expelled from WILP program.
- xxvi. On successful completion of the study, you will be eligible to receive the M-Tech degree from the collaborating University, in recognition of your successfully completing the course.
- xxvii. All Scholar trainees of the WILP will be given testimonials at the end of the successful completion of the M-Tech degree program. The testimonial contains the timeline in the WILP and the kind of project works carried during this opportunity.

Mode of contact session, examination pattern and other academic program norms are subject to change based on the prevailing situation / University norms declared from time to time. Decision of the University would be final and binding.

## **8. Conflict of Interest:**

- i. During your enrolment period with the WILP, you will focus exclusively on the requirements of the program. In addition to your study and academic requirements, you are required to engage yourself exclusively in the work assigned by Wipro and shall not take up any independent or individual assignments (whether part time or full time, in an advisory capacity or otherwise) directly or indirectly without the express written consent of Head /



## Manager of WILP Academy

- ii. You shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any person who is involved in activities, which are or shall be in conflict with the interests of Wipro.
- iii. The Conflict of Interest Policy also refers to the need on your part, during your enrolment and for a period of one year from the cessation of your enrolment with WILP (irrespective of the circumstances of, or the reasons for, the cessation) not to solicit, induce or encourage:
  - a. Any student/scholar trainee of the WILP to abandon /withdraw their enrolment with the program or to accept enrolment and/or employment with any competitor, supplier or any customer with whom you have a connection.
  - b. Any employee of Wipro to terminate their employment with Wipro or to accept employment with any competitor, supplier or any customer with whom you have a connection.
  - c. Any customer or vendor of Wipro to move their existing business with Wipro to a third party or to terminate their business relationship with Wipro.
  - d. Any existing employee and/or student of WILP to become associated with, or perform services of any type for any third party.
- iv. In case of any conflict or doubt, please discuss the matter with Head / Manager of WILP, to understand Wipro's position on this and resolve the conflict.

## 9. Obligation and Responsibilities:

- i. During the study period you will be governed by the WILP regulations and instructions as may be modified, from time to time, in relation to conduct, discipline and other matters.
- ii. During your study as part of WILP, Company expects you to undergo study in the area in which you are placed, with a high standard of initiative and efficiency. This is critical and Company has zero tolerance towards any deviations.
- iii. You would not be allowed to seek membership of any local or public body without the written approval from the Head / Manager of WILP.
- iv. During the study period and thereafter, you would not be allowed to give out to anyone in writing or by word of mouth or otherwise, particulars or details of work - process, technical know-how, research carried out, security arrangements, or administrative and/or organizational matters of confidential or secret nature which you may come across during your academic study or become known to you by virtue of your undergoing study under WILP or otherwise.
- v. You are bound by all regulations, instructions and policies of the WILP and Wipro. These are updated / modified on a periodic basis and new policies may be introduced and notified to Scholar trainees from time to time and you will be bound to comply with the same.
- vi. In consideration of the opportunities, trainings and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by WILP/Wipro and in the course of your association with WILP. This covenant shall endure during your association and beyond the cessation of your association with WILP (irrespective of the circumstances of, or the reasons for, the cessation).
- vii. In connection with your association with Wipro as part of the WILP and during the term of your association upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business or academic session hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

During the period of academic study, if you develop or conceptualize inventions, ideas, concepts, discoveries, techniques and improvements (including without limitation computer software) solely or jointly with others in relation to the operation of the WILP / Wipro, such developments will be fully communicated to the WILP academy and will be the sole intellectual property of Wipro. You agree to cooperate in the execution of documents to facilitate the assignment of such intellectual property when required.

## 10. Confidentiality:

- i. In consideration of the opportunities, training and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by Wipro and in the course of your enrolment. This covenant shall endure during your enrolment and beyond the cessation of your enrolment with Wipro (irrespective of the circumstances of, or the reasons for, the cessation).
- ii. During your training on projects at Wipro, you will be expected not to use or disclose any confidential information, including trade secrets, of any former employer (if any) or other person with whom you have an obligation of confidentiality and by signing below you affirm that you have no conflicting obligations or non-compete agreements that would prevent you from working without limitation for Wipro.

## **11. Assignment of Intellectual Property**

In connection with your enrolment and during the term of your enrolment, upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

## **12. Posting**

During the initial study period, initially you would be made familiar with Wipro, but you may if needed be re-assigned or transferred to another division, department, establishment or new location where Wipro, has its office or operation and WILP classes are running in the particular location, in India, without enhancing the scholarship amount. On placement of this nature, you will also be governed by the disciplinary rules and regulations as applicable in that unit/branch. You may also be placed in any sister company of Wipro, for practical studies.

## **13. Misconduct:**

- i. In case you are charged with any misconduct or disciplinary issue during your study period, your enrolment with WILP may be temporarily placed on suspension without payment of scholarship amount, for such period as Wipro may deem fit. If the charges against you are proved to be true, your enrolment may be immediately cancelled, without any notice or payment of scholarship in lieu of notice notwithstanding any clause of this letter of enrolment. It is clarified that this clause is without prejudice to Wipro's rights to enforce the Training Agreement duly signed by you even after cancellation of your enrolment for whatever reasons as the case may be.
- ii. Notwithstanding the condition regarding written notice of termination and without prejudice to Wipro's right to enforce the Training agreement, Wipro shall have the right to terminate your academic study without any notice or payment of scholarship in lieu thereof, if any declaration given or information furnished by you to WILP/ Wipro is found to be false or if you are found to have willfully suppressed any material information.

**Please note that at any stage, whether during your selection process or upon enrolment with the WILP, if it is brought to our notice that you have indulged in malpractices or used illegal means to clear your online assessment, Wipro shall withdraw or revoke the enrolment and cancel the same with immediate effect and we reserve our rights to take suitable action against you as we may deem fit.**

## **14. Cancellation of Enrolment:**

Notwithstanding any of the clauses of this letter of enrolment, Company reserves the right at its sole discretion to cancel this enrolment during the study period without assigning any reason, by giving one months' (30 days) notice or one month's scholarship/stipend in lieu of notice.

## **15. Study Hours:**

- i. As a Scholar Trainee – Work Integrated Learning Program, you will be called upon to undergo studies during the hours and days as may be fixed by WILP from time to time as per the University requirements.
- ii. You would be assigned to any of the locations and any project work as part of your WILP as may be decided by the Company.
- iii. The full day lecture sessions will be held at any of Wipro's other establishments/outsourced venue. You may also be called upon to attend academic study as and when required on holidays, as may be scheduled in accordance with the convenience of the organizing team of the WILP.
- iv. The university will plan contact classes in multiple format to suit the project work situations and university guidelines such as contact classes in ILT (instructor Led training) and / or VILT (virtual Instructor Led Training and Self-Directed / Recorded lecture sessions).

## 16. General:

- i. This letter of enrolment is subject to the condition that you have not provided us with any false declaration or wilfully suppressed any material information. If you have, you will be liable for cancellation of enrolment from the WILP without any prior notice.
- ii. The terms of this letter of enrolment may be specifically enforced legally, if required. In this connection, if any of the provisions of this letter are declared or found to be void or unenforceable due to any reason whatsoever, the remaining provisions of this letter shall continue in full force and effect.
- iii. These enrolment terms supersede and replace any existing agreement or understanding, if any, between Wipro and you relating to the same subject matter.
- iv. You warrant that you are not prevented by a court or by any other administrative or judicial order from enrolling under this agreement. In the event that you are not a citizen of the country of posting, you should have a valid work permit to work in the country of posting.
- v. During the period of enrolment you are required to comply with all policies of WILP and Wipro. These policies are updated / modified on a periodic basis and new policies may be introduced and notified to the Scholar Trainees from time to time. You agree to comply with all policies as modified from time to time.

## 17. On Completion/Cancellation of Academic Program:

- i. On Completion of the academic program or cancellation of your enrolment , as the case may be, you will immediately surrender to Wipro/ the Academy all specifications, formulae, documents, literature, drawings or records, etc. belonging to Wipro/ the Academy or relating to its business and shall not make or retain any copies of these items.
- ii. You are not eligible to receive testimonial certificate if you do not successfully complete the academic study in accordance with this letter of enrolment and the study scheme formulated by the Academy.
- iii. Wipro reserves the right to offer employment at its sole discretion to a Scholar trainee on successful and satisfactory completion of the academic study.

## 18. Acceptance of Enrolment Letter:

Upon accepting the above terms and conditions, you are required to return the duplicate of this letter of enrolment, duly signed by you as a token of your acceptance on the day of joining WILP program.

Please confirm that the above terms are acceptable to you and that you accept the enrolment by signing a copy of this letter of enrolment and submit the same on the date of joining.

## 19. Work Allocation:

As part of your work responsibilities, you may be assigned to work on certain projects/accounts or other assignments as may be deemed fit by the Company in its sole discretion. Refusal to accept and deliver on such assignments shall be treated as a refusal to work and may result in termination of your employment or other disciplinary action.

Yours sincerely,

For **Wipro Limited**,



**Aparna Shailen**  
**General Manager - Human Resources**

I have read, understood and agree to accept the enrolment on the terms and conditions herein.

I shall be present for the induction session on

## **ANNEXURE I**

### **CONFIRMATION ON SHARING PERSONAL INFORMATION (AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT, 2000)**

I Radheshyam Thakur, confirm that I am voluntarily sharing my Personal Information with Wipro Limited ('Wipro') being a part of WILP of Wipro for the following purposes:

- a. validating my application form and retaining records on the same for any future reference/verification;
- b. processing my application form including background verification checks;
- c. academic study related actions including record keeping, processing scholarship advance and benefits and any action required in the context of my enrolment with Wipro, being a part of WILP.

In this context, I also agree to the retention of such Personal Information by Wipro for any future reference/verification and authorize Wipro to transfer the same to a third party.

I understand that 'Personal Information' means any information, relating to me that is available with Wipro and is capable of identifying me."

## **ANNEXURE II**

I hereby confirm that I shall submit the required academic certificate including but not limited to mark sheet and Provisional or Convocation Degree Certificate within 3 months from my date of joining. I understand that my enrolment is subject to my aggregate meeting the Wipro eligibility criteria and submission of the above mentioned documents.

I hereby declare that all the particulars mentioned above are true to the best of my knowledge. In the event of my failure to submit the above mentioned documents or in case of any discrepancy, I shall be liable for termination of my enrolment with Wipro.

## **ANNEXURE – III**

### **INITIAL INDUCTION PROGRAM**

The Talent Transformation team at Wipro groom's campus selects to help them face the challenges of the corporate world.

A holistic 360 degree approach to training is adopted and helps them hone their fundamental computer skills followed by insights into Wipro businesses, process, technology and behavioural skills.

To understand and appreciate the mindset of the young Trainees and ensure that the transformation is smooth, the induction program is done by a team of dedicated professionals who have exposure to the academic and corporate sectors alike. Project Readiness Program (PRP) is a training program designed to address the basic learning needs of the Trainees.

#### **Corporate Readiness Program - CRP**

The CRP program is focused on making young Trainees comfortable in a corporate environment. This program starts with a corporate induction.

"EMERGE" a behavioural skills building training program ensures that the fresh Trainee start feeling at ease in the "corporate world". This activity based behavioural intervention informs the new entrants about the corporate work culture and business etiquette.

#### **Technology Readiness Program - TRP**

The technology training provides critical technical skills required to work on projects allocated to Trainees and prepare to face the demands of the project world. We begin doing this by familiarizing with Wipro's businesses and work environment.

The methodology of training is "Project Based Learning" (PBL) approach, the entire learning is designed around a series of projects that the recruits are expected to complete individually by learning and applying various topics required to complete the project. Starting with individual projects, the PBL approach ends with recruits working on a team project.

## **ANNEXURE – IV**

I have read and understood the terms of my enrolment letter. I agree and acknowledge that I am a Student/Scholar trainee with Wipro's WILP. I further undertake that I shall not represent to any person within Wipro or any other third

party that I am an employee of Wipro Ltd and I fully understand that such false representation shall entail severe disciplinary action including immediate cancellation of my enrolment.

### **Travel, Accommodation, Food & Other Miscellaneous Expenses**

#### **Travel**

- i. You would be entitled for Rs. 1500 from the date of appointment as a lump sum amount that will be credited with your first month stipend. You may utilize this amount towards Travel and you would not need to submit bills towards usage of this amount.
- ii. There is no provision for reimbursement/allowance towards any expenses incurred in lieu of attending training or classes at different locations in the same city.

#### **Accommodation, Food & other Miscellaneous Expenses**

- i. You would be entitled for Rs.400 per day for 8 days (total amount of Rs.3,200) from the date of joining. You may utilize this amount towards accommodation, food & other miscellaneous expenses. This would be paid as a lump sum amount that will be credited with your first month stipend and you would not need to submit bills towards usage of this amount.
- ii. If your posting location (the location where you would be based out of after training) is different from the training location (location where you undergo initial training), you would be entitled for the following:  
  
Settlement and Miscellaneous Expenses: Rs.1200 per day for 7 days (total amount of Rs. 8,400) from the date of reporting to the posting location. You may utilize this amount towards boarding, lodging, conveyance & other miscellaneous expenses.
- iii. Any location change after reporting to posting location will be treated as relocation/transfer and will be covered under the Transfer policy for Team Rainbow. For details you can refer the policy at myWipro-> My Policies -> India->My Travel>Transfer Policy-Team Rainbow.
- iv. Campus joiners would not be eligible for accommodation at the Wipro guest houses.

**Please note in the event that the employee leaves the organization within 6 months from the date of joining, all payments processed under Joining & Relocation Entitlements shall be recovered from the employee at the time of exit.**

**Skill Preferences 1 :** [DAAI -Cloud & Digital Database](#)

**Location Preferences 1 :** [Bangalore](#)

**Skill Preferences 2 :** [CEP-SAP-ABAP](#)

**Location Preferences 2 :** [Mysore](#)

**Skill Preferences 3 :** [Python App](#)

**Location Preferences 3 :** [Chennai](#)

☒ Accept ☐ Decline

☒ **Signature** [Radheshyam Thakur 25/1/2023 10:00 PM](#)

(checking the checkbox above is equivalent to a handwritten signature)

Registered Office:

**Wipro  
Limited**

**T :**+91 (80) 2844 0011

Doddakannelli

**F :**+91 (80) 2844 0054

Sarjapur  
Road

**E :**info@wipro.com

Bengaluru  
560 035

**W :**wipro.com

India

**C :**L32102KA1945PLC020800

26168298



Suchitra Choudhury, Clinical Director

RE: OFFER LETTER  
NAME: DHURVE NIDHI SURESH  
Position: Behaviour Therapist

Dear DHURVE NIDHI SURESH

After taking several qualified candidates through our interview process, we feel that you would make an excellent addition to the team. I am pleased to extend to you this official offer of employment for the position of ' Behaviour Therapist' at Early Autism Services, Bangalore.

Your employment will be subject to an introductory period of 60 (days) during which time you and your supervisor will assess your performance and the appropriateness of your employment with our company.

You will be working in one of our Bangalore Centres and will report to Janhavi Kelaskar, Centre Head. **Once your training period (Physical, clinical and theoretical training) is over, and you start working independently with clients,** your compensation and benefits package will include the following:

- Annual salary of Rs 400000 (paid monthly) under [exempt] status,
- Sick time per the Employee Handbook and National Legislations where applicable

The annual salary is inclusive of all taxes. Necessary deductions to be made in monthly salary.

This offer of employment is contingent on the successful completion of pre-employment physical/medical assessment, background check and exhibiting the basic necessary skills post joining. While we do not anticipate any concerns with either of these processes, should any findings not meet standards for employment, continuation of your employment will be jeopardized at that time.

On your first day, you will be required to present documents proving your identity and authorization to work in the Bangalore. A list of acceptable documents is included with this letter for your reference.

The Employee Handbook will be shared with you once you join. This document will provide further information regarding the Company's policies, procedures and benefits.

By signing this letter below, you acknowledge receipt and acceptance of our offer. The terms described in this letter replace all prior agreements and/or discussions pertaining to your offer of employment with EAS.

We look forward to having you as part of the team. If you have any questions, please do not hesitate to contact me.

Sincerely,

Suchitra Choudhury, M.A. Clin. Psy., BCBA, IBA  
Clinical Director  
EAS – Bangalore

Chief

Acknowledged and Accepted:



---

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Date



## Welcome to Wipro's Work Integrated Learning Program ("WILP")

**Work Integrated Learning Programme**  
**Wipro Limited, Dodda Kannelli**  
**Sarjapur Road, Bengaluru - 560 035.**  
**Phone: (080) 28440011/12, Fax: (080) 28440256**

Dear Disha,

### **Sub: Enrolment letter to Wipro's Work Integrated Learning Program ("WILP") as Scholar Trainee – Work Integrated Learning Program**

Welcome to WILP!

With reference to your application, it is our pleasure to enroll you as a Scholar Trainee – Work Integrated Learning Program. This is a scholarship program customized as a robust academic and training program which will enable you to obtain M-Tech degree from one of the premier engineering institution / University in India.

The duration of the academic program shall be 48 months from the **date of enrolment to the academic program**. You will be enrolled into the academic program within 12 months from date of joining. Your date of joining will be intimated through a separate communication.

We hope you enjoy the learning with WILP and have an enriching experience being a part of Wipro Limited ("Wipro or "Company").

Please read through the terms and conditions of your enrolment as provided below.

We look forward to having a long and fruitful relationship with you at WILP, Wish you all the best!

Yours sincerely,  
For **Wipro Limited**,

**Aparna Shailen**  
**General Manager - Human Resources**

#### **Endorsement**

I accept the enrolment and the terms and conditions thereof as specified below. I shall report for undergoing study on

#### **Terms & Conditions of Scholarship**

##### **1. PROFILE:**

You have been selected to be a part of Wipro's WILP and are enrolled as a Scholar Trainee- Work Integrated Learning Program. Upon joining WILP, you will have to undergo a "Project Readiness Program" ('PRP') that prepares you to participate in projects at the Company as part of this learning program. This robust academic program will also enable you to obtain **M-Tech degree from one of the premier engineering Institution / University** upon successful completion of the course.

##### **2. DURATION:**



The duration of your academic program will be for a period of 48 months from the date of enrolment to the academic program. You will be enrolled into the academic program within 12 months from date of joining. Unless the Company extends the period of your study in writing, which is done solely at the discretion of the Company, your enrolment would automatically terminate at the end of the stated 48 months.

In case the Company extends the academic period (in writing) you will continue to be enrolled as a Scholar Trainee – Work Integrated Learning Program with WILP.

### 3. Appointment details:

We provide support to our global customers through various Company locations in India to suit customer requirements by operating 24x7. You would be operating from any of these locations and in any of the shifts, including night shift, as may be decided by the Company, keeping in mind the business needs and deliverables to customers.

### 4. Scholarship/Stipend and Benefits

During your period of enrolment, you would be entitled to a consolidated monthly scholarship.

Apart from the monthly scholarship, the Company will provide you with life & accidental insurance that would include a cover for you, the premium / cost will be taken care of by Wipro. This is a voluntary benefit offered by the Company and the details of the same are listed below.

- i. A Group Personal Accident Insurance (GPAI) coverage of **Rs.12,00,000/-**. You could also choose to get additional coverage for a nominal and highly negotiated premium. More details on the policy are available in My Policies section in myWipro, the HR portal at Wipro.
- ii. Group Life Insurance coverage of **Rs.14, 00,000/-**. This sum insured is inclusive of cover as per EDLI (Employee Deposit Linked Insurance). You can also get an extra coverage for a nominal and highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

In addition to the above, you are also eligible for medical insurance cover towards hospitalization.

You are eligible for a floater coverage of Rs.2,00,000/- per annum for family (self, spouse & children) towards hospitalization. There will be a deduction from your monthly scholarship/stipend depending on your marital/family status towards the base sum insured premium. 10% of the claim amount would need to be borne by the employee/Scholar trainee.

Base Medical insurance is to be availed by the employee as default. It is accounted for in deductions as a nominal monthly charge. Top-Up cover is voluntary and charged as applicable during renewal timelines.

If you wish to enhance the coverage, a top up cover option is also available for a highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

The below table lists down your scholarship details:

Period	Scholarship	ESI	Consolidated Scholarship (Rs. Per Month)
First year	15000	488	15,488/- (*)
Second year	17000	553	17,553/- (*)
Third year	19000	618	19,618/- (*)
Fourth year	23000	0	23,000/- (*)

(\*) You shall be responsible for payment of all statutory contributions, taxes, dues and levies as may be required under the relevant laws including contributions under Employees' State Insurance Corporation Act (**at 0.75% of your Scholarship**) as and when applicable to you. Such contributions, taxes, dues and levies where required, shall be deducted from your Scholarship and benefits according to applicable laws and regulations.

Your fourth-year scholarship will continue until completion of your M-Tech program. Your enrolment into the MTech academic program within 12 months from date of joining.

You shall be eligible to receive a onetime "joining bonus" of Rs.75,000 after you join Wipro along with your first month salary. All applicable taxes on the payment of this amount will be borne by you. Please note in the event you leave the organization within 12 months from the date of joining, payment processed under Joining bonus shall be recovered from the employee at the time of exit.

The enhancement of the scholarship at the end of each academic year of study will be at the discretion of the Company and subject to your satisfactory progress of study, acquisition of skills, behavior, regularity and punctuality in attendance. Your continued enrolment in the course, will be at the discretion of the Company, and is subject to satisfactory academic performance and other requirements as prescribed in the WILP portal.

In case your project performance at any stage is not found to be at par with the requirement of WILP, then you would be placed on performance improvement program (PIP). If you fail to successfully complete the PIP, the Company may at its sole discretion discontinue your enrolment in the WILP program.

#### **Book Allowance:**

A Book Allowance of Rs.1,250/- will be provided to you per semester. This allowance will be given every semester except the last semester when you will be engaged in dissertation. The allowance will be paid to you centrally along with your scholarship during the course of each semester. The allowance will be subject to tax. Book allowance is applicable and paid only when you are registered for the semester.

#### **5. Training Agreement:**

- i. This letter of enrolment is subject to the execution of a training agreement in the prescribed proforma with Wipro Limited, Sarjapur Road, Doddakannelli, Bengaluru-560035 on or before joining the program ("Training Agreement").
- ii. This Training agreement shall be for a total period of 60 Months where you will be mentored for developing your skills and knowledge. This included technical training, in various formats, both online and offline and practical experience in various projects. The Company invests on your behalf for the cost of these trainings. Should you discontinue the WILP program or your enrolment with WILP is cancelled for any reason whatsoever before the completion of 60 months from the date of joining, the training expenses of Rs.75,000/-(Rupees Seventy five thousand only) will have to be paid by you as detailed in the Training Agreement.

#### **6. PROJECT READINESS PROGRAM (PRP)**

Upon enrolment, you will have to undergo a Project Readiness Program (PRP) to prepare you to participate in projects. This is offered by Wipro's - Talent Transformation Department to all campus and off-campus selects. The broad objective of PRP is to equip you with the necessary knowledge and skills that will enable you to start working on real-life project work which is an integral part of the WILP.

#### **7. Regulations of Academic study:**

- i. You will be enrolled for M-Tech program with a renowned institution ("University") that collaborates with Wipro for WILP.
- ii. Course specialization includes but is not limited to Software Systems, Software Engineering, Information Technology, Computing Systems and Infrastructure Management, Data Analytics, IoT, Cloud, Digital & Cyber security, Embedded Systems.
- iii. Your specialization and enrolment would be decided based on prevailing business requirements and decision of the Company is final and binding.
- iv. You will not be able to change Specialization track after enrolment.
- v. Overall program duration is 4 years from date of enrolment of academic program.
- vi. As per the program structure, a WILP Scholar trainee will register and pursue 4 to 6 courses per semester over 7 semesters.
- vii. You will be required to submit a project work / dissertation in your final semester (8<sup>th</sup> semester of your program). This will enable you to advance your professional capabilities by applying concepts and techniques in projects.
- viii. Each course has multiple evaluation components. This includes an assignment component, quiz, mid-semester examination and comprehension examination. All evaluation components are mandatory for securing a pass grade in a course as prescribed by the partnering institution.

- ix. Contact classes are organized as per the handout and calendar prepared and shared by the University at the beginning of each semester. In the normal course, one session of 2 hours duration per course per contact class is organized.
- x. You will be called upon to undergo studies during the hours and days as may be fixed by the Company from time to time. Normally, the study hours would be from 9:00am to 6:00pm
- xi. The faculty will take attendance/circulate attendance sheets for every session. It is your responsibility to ensure that your attendances are recorded properly.
- xii. WILP Scholar trainees are expected to be on time for every session. Punctuality is non-negotiable and the faculty reserves the right to deny entry and attendance to late comers.
- xiii. Attending 75% of contact session is mandatory for each course to appear for examinations.
- xiv. Not attending classes for reasons like medical/on the job training /late coming/personal problems and other similar reasons would be treated as absenteeism.
- xv. Scholar trainees who fail to meet the minimum attendance criteria will not qualify for comprehension exams for any of the registered courses in that semester.
- xvi. For any reason, you are not able to meet the minimum attendance criteria or not complete the mandatory assignments / quiz / examinations in any semester, you are required to repeat the same semester as and when the next batch is organized. In such cases, rules and regulations governing academic programs at that time would be applicable. In addition, additional semesters fees are to be borne by you as prescribed by the University.
- xvii. At the end of each semester, the performance of each Scholar Trainee in a course, is specified as a letter grade which is obtained through a Relative Grading procedure
- xviii. Any Scholar trainee securing 3 or more cumulative fail grade at any point in time will be expelled from WILP Program.
- xix. The 8th semester of study is fully devoted for dissertation / project work
- xx. If a Scholar trainee's CGPA is less than 5.5, the Scholar trainee will not be permitted to register for the dissertation. He/she has to re-appear for exams and secure a CGPA of 5.5 before taking up the dissertation. Also, a Scholar trainee with an E grade in any course will not be permitted to register for the Dissertation
- xxi. Project / Dissertation work has to be carried out by each individual separately. Teamwork is not permitted.
- xxii. The dissertation has to be completed strictly as per the guidelines that are outlined by collaborating institution.
- xxiii. WILP Scholar trainees are expected to maintain decorum and discipline in line with Wipro's professional work culture and environment.
- xxiv. In cases where a Scholar trainee deviates from the expected behaviour as prescribed by the WILP and partnering institution from time to time , strict action will be taken and the decision of the WILP Team / faculty /, University would be final and binding.
- xxv. Breach of integrity will be dealt with sternly. Such Scholar trainees will be asked to discontinue their studies and also expelled from WILP program.
- xxvi. On successful completion of the study, you will be eligible to receive the M-Tech degree from the collaborating University, in recognition of your successfully completing the course.
- xxvii. All Scholar trainees of the WILP will be given testimonials at the end of the successful completion of the M-Tech degree program. The testimonial contains the timeline in the WILP and the kind of project works carried during this opportunity.

Mode of contact session, examination pattern and other academic program norms are subject to change based on the prevailing situation / University norms declared from time to time. Decision of the University would be final and binding.

## **8. Conflict of Interest:**

- i. During your enrolment period with the WILP, you will focus exclusively on the requirements of the program. In addition to your study and academic requirements, you are required to engage yourself exclusively in the work assigned by Wipro and shall not take up any independent or individual assignments (whether part time or full time, in an advisory capacity or otherwise) directly or indirectly without the express written consent of Head /

## Manager of WILP Academy

- ii. You shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any person who is involved in activities, which are or shall be in conflict with the interests of Wipro.
- iii. The Conflict of Interest Policy also refers to the need on your part, during your enrolment and for a period of one year from the cessation of your enrolment with WILP (irrespective of the circumstances of, or the reasons for, the cessation) not to solicit, induce or encourage:
  - a. Any student/scholar trainee of the WILP to abandon /withdraw their enrolment with the program or to accept enrolment and/or employment with any competitor, supplier or any customer with whom you have a connection.
  - b. Any employee of Wipro to terminate their employment with Wipro or to accept employment with any competitor, supplier or any customer with whom you have a connection.
  - c. Any customer or vendor of Wipro to move their existing business with Wipro to a third party or to terminate their business relationship with Wipro.
  - d. Any existing employee and/or student of WILP to become associated with, or perform services of any type for any third party.
- iv. In case of any conflict or doubt, please discuss the matter with Head / Manager of WILP, to understand Wipro's position on this and resolve the conflict.

## 9. Obligation and Responsibilities:

- i. During the study period you will be governed by the WILP regulations and instructions as may be modified, from time to time, in relation to conduct, discipline and other matters.
- ii. During your study as part of WILP, Company expects you to undergo study in the area in which you are placed, with a high standard of initiative and efficiency. This is critical and Company has zero tolerance towards any deviations.
- iii. You would not be allowed to seek membership of any local or public body without the written approval from the Head / Manager of WILP.
- iv. During the study period and thereafter, you would not be allowed to give out to anyone in writing or by word of mouth or otherwise, particulars or details of work - process, technical know-how, research carried out, security arrangements, or administrative and/or organizational matters of confidential or secret nature which you may come across during your academic study or become known to you by virtue of your undergoing study under WILP or otherwise.
- v. You are bound by all regulations, instructions and policies of the WILP and Wipro. These are updated / modified on a periodic basis and new policies may be introduced and notified to Scholar trainees from time to time and you will be bound to comply with the same.
- vi. In consideration of the opportunities, trainings and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by WILP/Wipro and in the course of your association with WILP. This covenant shall endure during your association and beyond the cessation of your association with WILP (irrespective of the circumstances of, or the reasons for, the cessation).
- vii. In connection with your association with Wipro as part of the WILP and during the term of your association upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business or academic session hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

During the period of academic study, if you develop or conceptualize inventions, ideas, concepts, discoveries, techniques and improvements (including without limitation computer software) solely or jointly with others in relation to the operation of the WILP / Wipro, such developments will be fully communicated to the WILP academy and will be the sole intellectual property of Wipro. You agree to cooperate in the execution of documents to facilitate the assignment of such intellectual property when required.

## 10. Confidentiality:

- i. In consideration of the opportunities, training and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by Wipro and in the course of your enrolment. This covenant shall endure during your enrolment and beyond the cessation of your enrolment with Wipro (irrespective of the circumstances of, or the reasons for, the cessation).
- ii. During your training on projects at Wipro, you will be expected not to use or disclose any confidential information, including trade secrets, of any former employer (if any) or other person with whom you have an obligation of confidentiality and by signing below you affirm that you have no conflicting obligations or non-compete agreements that would prevent you from working without limitation for Wipro.

## **11. Assignment of Intellectual Property**

In connection with your enrolment and during the term of your enrolment, upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

## **12. Posting**

During the initial study period, initially you would be made familiar with Wipro, but you may if needed be re-assigned or transferred to another division, department, establishment or new location where Wipro, has its office or operation and WILP classes are running in the particular location, in India, without enhancing the scholarship amount. On placement of this nature, you will also be governed by the disciplinary rules and regulations as applicable in that unit/branch. You may also be placed in any sister company of Wipro, for practical studies.

## **13. Misconduct:**

- i. In case you are charged with any misconduct or disciplinary issue during your study period, your enrolment with WILP may be temporarily placed on suspension without payment of scholarship amount, for such period as Wipro may deem fit. If the charges against you are proved to be true, your enrolment may be immediately cancelled, without any notice or payment of scholarship in lieu of notice notwithstanding any clause of this letter of enrolment. It is clarified that this clause is without prejudice to Wipro's rights to enforce the Training Agreement duly signed by you even after cancellation of your enrolment for whatever reasons as the case may be.
- ii. Notwithstanding the condition regarding written notice of termination and without prejudice to Wipro's right to enforce the Training agreement, Wipro shall have the right to terminate your academic study without any notice or payment of scholarship in lieu thereof, if any declaration given or information furnished by you to WILP/ Wipro is found to be false or if you are found to have willfully suppressed any material information.

**Please note that at any stage, whether during your selection process or upon enrolment with the WILP, if it is brought to our notice that you have indulged in malpractices or used illegal means to clear your online assessment, Wipro shall withdraw or revoke the enrolment and cancel the same with immediate effect and we reserve our rights to take suitable action against you as we may deem fit.**

## **14. Cancellation of Enrolment:**

Notwithstanding any of the clauses of this letter of enrolment, Company reserves the right at its sole discretion to cancel this enrolment during the study period without assigning any reason, by giving one month's (30 days) notice or one month's scholarship/stipend in lieu of notice.

## **15. Study Hours:**

- i. As a Scholar Trainee – Work Integrated Learning Program, you will be called upon to undergo studies during the hours and days as may be fixed by WILP from time to time as per the University requirements.
- ii. You would be assigned to any of the locations and any project work as part of your WILP as may be decided by the Company.
- iii. The full day lecture sessions will be held at any of Wipro's other establishments/outsourced venue. You may also be called upon to attend academic study as and when required on holidays, as may be scheduled in accordance with the convenience of the organizing team of the WILP.
- iv. The university will plan contact classes in multiple format to suit the project work situations and university guidelines such as contact classes in ILT (instructor Led training) and / or VILT (virtual Instructor Led Training and Self-Directed / Recorded lecture sessions).

## 16. General:

- i. This letter of enrolment is subject to the condition that you have not provided us with any false declaration or wilfully suppressed any material information. If you have, you will be liable for cancellation of enrolment from the WILP without any prior notice.
- ii. The terms of this letter of enrolment may be specifically enforced legally, if required. In this connection, if any of the provisions of this letter are declared or found to be void or unenforceable due to any reason whatsoever, the remaining provisions of this letter shall continue in full force and effect.
- iii. These enrolment terms supersede and replace any existing agreement or understanding, if any, between Wipro and you relating to the same subject matter.
- iv. You warrant that you are not prevented by a court or by any other administrative or judicial order from enrolling under this agreement. In the event that you are not a citizen of the country of posting, you should have a valid work permit to work in the country of posting.
- v. During the period of enrolment you are required to comply with all policies of WILP and Wipro. These policies are updated / modified on a periodic basis and new policies may be introduced and notified to the Scholar Trainees from time to time. You agree to comply with all policies as modified from time to time.

## 17. On Completion/Cancellation of Academic Program:

- i. On Completion of the academic program or cancellation of your enrolment, as the case may be, you will immediately surrender to Wipro/ the Academy all specifications, formulae, documents, literature, drawings or records, etc. belonging to Wipro/ the Academy or relating to its business and shall not make or retain any copies of these items.
- ii. You are not eligible to receive testimonial certificate if you do not successfully complete the academic study in accordance with this letter of enrolment and the study scheme formulated by the Academy.
- iii. Wipro reserves the right to offer employment at its sole discretion to a Scholar trainee on successful and satisfactory completion of the academic study.

## 18. Acceptance of Enrolment Letter:

Upon accepting the above terms and conditions, you are required to return the duplicate of this letter of enrolment, duly signed by you as a token of your acceptance on the day of joining WILP program.

Please confirm that the above terms are acceptable to you and that you accept the enrolment by signing a copy of this letter of enrolment and submit the same on the date of joining.

## 19. Work Allocation:

As part of your work responsibilities, you may be assigned to work on certain projects/accounts or other assignments as may be deemed fit by the Company in its sole discretion. Refusal to accept and deliver on such assignments shall be treated as a refusal to work and may result in termination of your employment or other disciplinary action.

Yours sincerely,

For **Wipro Limited**,



**Aparna Shailen**  
**General Manager - Human Resources**

I have read, understood and agree to accept the enrolment on the terms and conditions herein.

I shall be present for the induction session on

## **ANNEXURE I**

### **CONFIRMATION ON SHARING PERSONAL INFORMATION (AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT, 2000)**

I Radheshyam Thakur, confirm that I am voluntarily sharing my Personal Information with Wipro Limited ('Wipro') being a part of WILP of Wipro for the following purposes:

- a. validating my application form and retaining records on the same for any future reference/verification;
- b. processing my application form including background verification checks;
- c. academic study related actions including record keeping, processing scholarship advance and benefits and any action required in the context of my enrolment with Wipro, being a part of WILP.

In this context, I also agree to the retention of such Personal Information by Wipro for any future reference/verification and authorize Wipro to transfer the same to a third party.

I understand that 'Personal Information' means any information, relating to me that is available with Wipro and is capable of identifying me."

## **ANNEXURE II**

I hereby confirm that I shall submit the required academic certificate including but not limited to mark sheet and Provisional or Convocation Degree Certificate within 3 months from my date of joining. I understand that my enrolment is subject to my aggregate meeting the Wipro eligibility criteria and submission of the above mentioned documents.

I hereby declare that all the particulars mentioned above are true to the best of my knowledge. In the event of my failure to submit the above mentioned documents or in case of any discrepancy, I shall be liable for termination of my enrolment with Wipro.

## **ANNEXURE – III**

### **INITIAL INDUCTION PROGRAM**

The Talent Transformation team at Wipro groom's campus selects to help them face the challenges of the corporate world.

A holistic 360 degree approach to training is adopted and helps them hone their fundamental computer skills followed by insights into Wipro businesses, process, technology and behavioural skills.

To understand and appreciate the mindset of the young Trainees and ensure that the transformation is smooth, the induction program is done by a team of dedicated professionals who have exposure to the academic and corporate sectors alike. Project Readiness Program (PRP) is a training program designed to address the basic learning needs of the Trainees.

#### **Corporate Readiness Program - CRP**

The CRP program is focused on making young Trainees comfortable in a corporate environment. This program starts with a corporate induction.

"EMERGE" a behavioural skills building training program ensures that the fresh Trainee start feeling at ease in the "corporate world". This activity based behavioural intervention informs the new entrants about the corporate work culture and business etiquette.

#### **Technology Readiness Program - TRP**

The technology training provides critical technical skills required to work on projects allocated to Trainees and prepare to face the demands of the project world. We begin doing this by familiarizing with Wipro's businesses and work environment.

The methodology of training is "Project Based Learning" (PBL) approach, the entire learning is designed around a series of projects that the recruits are expected to complete individually by learning and applying various topics required to complete the project. Starting with individual projects, the PBL approach ends with recruits working on a team project.

## **ANNEXURE – IV**

I have read and understood the terms of my enrolment letter. I agree and acknowledge that I am a Student/Scholar trainee with Wipro's WILP. I further undertake that I shall not represent to any person within Wipro or any other third

party that I am an employee of Wipro Ltd and I fully understand that such false representation shall entail severe disciplinary action including immediate cancellation of my enrolment.

### **Travel, Accommodation, Food & Other Miscellaneous Expenses**

#### **Travel**

- i. You would be entitled for Rs. 1500 from the date of appointment as a lump sum amount that will be credited with your first month stipend. You may utilize this amount towards Travel and you would not need to submit bills towards usage of this amount.
- ii. There is no provision for reimbursement/allowance towards any expenses incurred in lieu of attending training or classes at different locations in the same city.

#### **Accommodation, Food & other Miscellaneous Expenses**

- i. You would be entitled for Rs.400 per day for 8 days (total amount of Rs.3,200) from the date of joining. You may utilize this amount towards accommodation, food & other miscellaneous expenses. This would be paid as a lump sum amount that will be credited with your first month stipend and you would not need to submit bills towards usage of this amount.
- ii. If your posting location (the location where you would be based out of after training) is different from the training location (location where you undergo initial training), you would be entitled for the following:  
  
Settlement and Miscellaneous Expenses: Rs.1200 per day for 7 days (total amount of Rs. 8,400) from the date of reporting to the posting location. You may utilize this amount towards boarding, lodging, conveyance & other miscellaneous expenses.
- iii. Any location change after reporting to posting location will be treated as relocation/transfer and will be covered under the Transfer policy for Team Rainbow. For details you can refer the policy at myWipro-> My Policies -> India->My Travel>Transfer Policy-Team Rainbow.
- iv. Campus joiners would not be eligible for accommodation at the Wipro guest houses.

**Please note in the event that the employee leaves the organization within 6 months from the date of joining, all payments processed under Joining & Relocation Entitlements shall be recovered from the employee at the time of exit.**

**Skill Preferences 1 :** [DAAI -Cloud & Digital Database](#)

**Location Preferences 1 :** [Bangalore](#)

**Skill Preferences 2 :** [CEP-SAP-ABAP](#)

**Location Preferences 2 :** [Mysore](#)

**Skill Preferences 3 :** [Python App](#)

**Location Preferences 3 :** [Chennai](#)

☒ Accept ☐ Decline

☒ **Signature** [Radheshyam Thakur 25/1/2023 10:00 PM](#)

(checking the checkbox above is equivalent to a handwritten signature)

Registered Office:

**Wipro  
Limited**

**T :**+91 (80) 2844 0011

Doddakannelli

**F :**+91 (80) 2844 0054

Sarjapur  
Road

**E :**info@wipro.com

Bengaluru  
560 035

**W :**wipro.com

India

**C :**L32102KA1945PLC020800

26168298





**Tacterial Consulting  
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<https://finshots.in>

## **EMPLOYMENT AGREEMENT**

**TACTERIAL CONSULTING PRIVATE LIMITED**

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**AND**

**AATHITH KRISHNA P**, (hereinafter referred to as the "Employee", which expression shall, unless it is repugnant to the context or meaning thereof, be deemed to mean and include his /her heirs, administrators and legal representatives) of the OTHER PART.

As the context may require, the Company and the Employee are hereinafter referred to collectively as "Parties" and individually as "Party".

**WHEREAS**

1. The Company is engaged in the business of inter alia, financial services not limited to insurance, investments, news etc. and is desirous of employing the Employee based on the representations made by the Employee; and
2. The Employee wishes to accept employment with the Company on the terms and subject to the conditions set out in this Agreement.

**NOW IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

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**TACTERIAL CONSULTING PRIVATE LIMITED:**

Signature:



Name: Bhanu Harish Gurram

Designation: CEO &amp; Director

**EMPLOYEE:**

Signature:

Name: **AATHITH KRISHNA P**

**Schedule-I – Remuneration and Benefits**  
**Salary Structure (in INR)**

Basic Salary	1,60,000/ year
House Rent Allowance	64,000/ year
LTA allowance	20,000 / year
Fixed bonus (Paid Monthly)	1,56,000/ year
Health Insurance	80,000 / year
Employer PF Contribution	21,600/ year
Total CTC	500000/year
Deductions: TDS	As may be applicable
Deductions: Employee PF Contribution	21,600 / year
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Health Insurance	You are eligible for health insurance as per the company policy. This will be communicated Separately





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**AND**

**ABDUL RAB FAIZAN**, (hereinafter referred to as the "Employee", which expression shall, unless it is repugnant to the context or meaning thereof, be deemed to mean and include his /her heirs, administrators and legal representatives) of the OTHER PART.

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**TACTERIAL CONSULTING PRIVATE LIMITED:**

Signature:



Name: Bhanu Harish Gurram

Designation: CEO &amp; Director

**EMPLOYEE:**

Signature:

Name: **ABDUL RAB FAIZAN**



**Schedule-I – Remuneration and Benefits**  
**Salary Structure (in INR)**

Basic Salary	1,60,000/ year
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Health Insurance	80,000 / year
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Total CTC	500000/year
Deductions: TDS	As may be applicable
Deductions: Employee PF Contribution	21,600 / year
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Health Insurance	You are eligible for health insurance as per the company policy. This will be communicated Separately





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**TACTERIAL CONSULTING PRIVATE LIMITED:**

Signature:



Name: Bhanu Harish Gurram

Designation: CEO &amp; Director

**EMPLOYEE:**

Signature:

Name: **ABDUL RAB FAIZAN**

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**AND**

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Signature:



Name: Bhanu Harish Gurram

Designation: CEO &amp; Director

**EMPLOYEE:**

Signature:

Name: **ABHIJITH SUNIL**

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**AND**

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**TACTERIAL CONSULTING PRIVATE LIMITED:**

Signature:



Name: Bhanu Harish Gurram

Designation: CEO &amp; Director

**EMPLOYEE:**

Signature:

Name: **ABHISHEK G**

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**Salary Structure (in INR)**

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**TACTERIAL CONSULTING PRIVATE LIMITED:**

Signature:



Name: Bhanu Harish Gurram

Designation: CEO &amp; Director

**EMPLOYEE:**

Signature:

Name: **ABHISHEK P**

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**AND**

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- H. The recitals contained herein form an integral part of this Agreement.



IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their hand/electronic signatures or the hand/electronic signatures of their duly authorised representatives, as the case may be, as of the day and year set forth above.

**TACTERIAL CONSULTING PRIVATE LIMITED:**

Signature:



Name: Bhanu Harish Gurram

Designation: CEO &amp; Director

**EMPLOYEE:**

Signature:

Name: **ADHI SHETTY**

**Schedule-I – Remuneration and Benefits**  
**Salary Structure (in INR)**

Basic Salary	1,60,000/ year
House Rent Allowance	64,000/ year
LTA allowance	20,000 / year
Fixed bonus (Paid Monthly)	1,56,000/ year
Health Insurance	80,000 / year
Employer PF Contribution	21,600/ year
Total CTC	500000/year
Deductions: TDS	As may be applicable
Deductions: Employee PF Contribution	21,600 / year
Deductions: Professional Tax	2400/ year
Health Insurance	You are eligible for health insurance as per the company policy. This will be communicated Separately

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Branch Office Address: 175 176 Billekahalli, B G Road, Bengaluru, Karnataka, 560076  
CIN: U74999GJ2018PTC103398 Email ID: [support@finception.in](mailto:support@finception.in)



**Tacterial Consulting  
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## **EMPLOYMENT AGREEMENT**

**TACTERIAL CONSULTING PRIVATE LIMITED**

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**AND**

**ADNAN AHMED IRSHAD**, (hereinafter referred to as the "Employee", which expression shall, unless it is repugnant to the context or meaning thereof, be deemed to mean and include his /her heirs, administrators and legal representatives) of the OTHER PART.

As the context may require, the Company and the Employee are hereinafter referred to collectively as "Parties" and individually as "Party".

**WHEREAS**

1. The Company is engaged in the business of inter alia, financial services not limited to insurance, investments, news etc. and is desirous of employing the Employee based on the representations made by the Employee; and
2. The Employee wishes to accept employment with the Company on the terms and subject to the conditions set out in this Agreement.

**NOW IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

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**TACTERIAL CONSULTING PRIVATE LIMITED:**

Signature:



Name: Bhanu Harish Gurram

Designation: CEO &amp; Director

**EMPLOYEE:**

Signature:

Name: **ADNAN AHMED IRSHAD**

**Schedule-I – Remuneration and Benefits**  
**Salary Structure (in INR)**

Basic Salary	1,60,000/ year
House Rent Allowance	64,000/ year
LTA allowance	20,000 / year
Fixed bonus (Paid Monthly)	1,56,000/ year
Health Insurance	80,000 / year
Employer PF Contribution	21,600/ year
Total CTC	500000/year
Deductions: TDS	As may be applicable
Deductions: Employee PF Contribution	21,600 / year
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Health Insurance	You are eligible for health insurance as per the company policy. This will be communicated Separately







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**AND**

**ADNAN AHMED**, (hereinafter referred to as the "Employee", which expression shall, unless it is repugnant to the context or meaning thereof, be deemed to mean and include his /her heirs, administrators and legal representatives) of the OTHER PART.

As the context may require, the Company and the Employee are hereinafter referred to collectively as "Parties" and individually as "Party".

**WHEREAS**

1. The Company is engaged in the business of inter alia, financial services not limited to insurance, investments, news etc. and is desirous of employing the Employee based on the representations made by the Employee; and
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**TACTERIAL CONSULTING PRIVATE LIMITED:**

Signature:



Name: Bhanu Harish Gurram

Designation: CEO &amp; Director

**EMPLOYEE:**

Signature:

Name: **ADNAN AHMED**

**Schedule-I – Remuneration and Benefits**  
**Salary Structure (in INR)**

Basic Salary	1,60,000/ year
House Rent Allowance	64,000/ year
LTA allowance	20,000 / year
Fixed bonus (Paid Monthly)	1,56,000/ year
Health Insurance	80,000 / year
Employer PF Contribution	21,600/ year
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**AND**

**AJMAL A**, (hereinafter referred to as the "Employee", which expression shall, unless it is repugnant to the context or meaning thereof, be deemed to mean and include his /her heirs, administrators and legal representatives) of the OTHER PART.

As the context may require, the Company and the Employee are hereinafter referred to collectively as "Parties" and individually as "Party".

**WHEREAS**

1. The Company is engaged in the business of inter alia, financial services not limited to insurance, investments, news etc. and is desirous of employing the Employee based on the representations made by the Employee; and
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**TACTERIAL CONSULTING PRIVATE LIMITED:**

Signature:



Name: Bhanu Harish Gurram

Designation: CEO &amp; Director

**EMPLOYEE:**

Signature:

Name: **AJMAL A**



**Schedule-I – Remuneration and Benefits**  
**Salary Structure (in INR)**

Basic Salary	1,60,000/ year
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Total CTC	500000/year
Deductions: TDS	As may be applicable
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**AND**

**AKARSHKUMAR GOKUL**, (hereinafter referred to as the "Employee", which expression shall, unless it is repugnant to the context or meaning thereof, be deemed to mean and include his /her heirs, administrators and legal representatives) of the OTHER PART.

As the context may require, the Company and the Employee are hereinafter referred to collectively as "Parties" and individually as "Party".

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**TACTERIAL CONSULTING PRIVATE LIMITED:**

Signature:



Name: Bhanu Harish Gurram

Designation: CEO &amp; Director

**EMPLOYEE:**

Signature:

Name: **AKARSHKUMAR GOKUL**

**Schedule-I – Remuneration and Benefits**  
**Salary Structure (in INR)**

Basic Salary	1,60,000/ year
House Rent Allowance	64,000/ year
LTA allowance	20,000 / year
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Health Insurance	80,000 / year
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**AND**

**AKHIL STANLEY S**, (hereinafter referred to as the "Employee", which expression shall, unless it is repugnant to the context or meaning thereof, be deemed to mean and include his /her heirs, administrators and legal representatives) of the OTHER PART.

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**TACTERIAL CONSULTING PRIVATE LIMITED:**

Signature:



Name: Bhanu Harish Gurram

Designation: CEO &amp; Director

**EMPLOYEE:**

Signature:

Name: **AKHIL STANLEY S**

**Schedule-I – Remuneration and Benefits**  
**Salary Structure (in INR)**

Basic Salary	1,60,000/ year
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**AND**

**ANGITHA BABU**, (hereinafter referred to as the "Employee", which expression shall, unless it is repugnant to the context or meaning thereof, be deemed to mean and include his /her heirs, administrators and legal representatives) of the OTHER PART.

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**TACTERIAL CONSULTING PRIVATE LIMITED:**

Signature:



Name: Bhanu Harish Gurram

Designation: CEO &amp; Director

**EMPLOYEE:**

Signature:

Name: **ANGITHA BABU**

**Schedule-I – Remuneration and Benefits**  
**Salary Structure (in INR)**

Basic Salary	1,60,000/ year
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**AND**

**SYEDA ZEBA**, (hereinafter referred to as the "Employee", which expression shall, unless it is repugnant to the context or meaning thereof, be deemed to mean and include his /her heirs, administrators and legal representatives) of the OTHER PART.

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**TACTERIAL CONSULTING PRIVATE LIMITED:**

Signature:



Name: Bhanu Harish Gurram

Designation: CEO &amp; Director

**EMPLOYEE:**

Signature:

Name: **SYEDA ZEBA**

**Schedule-I – Remuneration and Benefits****Salary Structure (in INR)**

Basic Salary	1,60,000/ year
House Rent Allowance	64,000/ year
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**AND**

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1. The Company is engaged in the business of inter alia, financial services not limited to insurance, investments, news etc. and is desirous of employing the Employee based on the representations made by the Employee; and
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**NOW IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

**1. Interpretation**

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IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their hand/electronic signatures or the hand/electronic signatures of their duly authorised representatives, as the case may be, as of the day and year set forth above.

**TACTERIAL CONSULTING PRIVATE LIMITED:**

Signature:



Name: Bhanu Harish Gurram

Designation: CEO &amp; Director

**EMPLOYEE:**

Signature:

Name: **T HEMANTH KUMAR**

**Schedule-I – Remuneration and Benefits**  
**Salary Structure (in INR)**

Basic Salary	1,60,000/ year
House Rent Allowance	64,000/ year
LTA allowance	20,000 / year
Fixed bonus (Paid Monthly)	1,56,000/ year
Health Insurance	80,000 / year
Employer PF Contribution	21,600/ year
Total CTC	500000/year
Deductions: TDS	As may be applicable
Deductions: Employee PF Contribution	21,600 / year
Deductions: Professional Tax	2400/ year
Health Insurance	You are eligible for health insurance as per the company policy. This will be communicated Separately





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## **EMPLOYMENT AGREEMENT**

**TACTERIAL CONSULTING PRIVATE LIMITED**

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**AND**

**THARUN V**, (hereinafter referred to as the "Employee", which expression shall, unless it is repugnant to the context or meaning thereof, be deemed to mean and include his /her heirs, administrators and legal representatives) of the OTHER PART.

As the context may require, the Company and the Employee are hereinafter referred to collectively as "Parties" and individually as "Party".

**WHEREAS**

1. The Company is engaged in the business of inter alia, financial services not limited to insurance, investments, news etc. and is desirous of employing the Employee based on the representations made by the Employee; and
2. The Employee wishes to accept employment with the Company on the terms and subject to the conditions set out in this Agreement.

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**TACTERIAL CONSULTING PRIVATE LIMITED:**

Signature:



Name: Bhanu Harish Gurram

Designation: CEO &amp; Director

**EMPLOYEE:**

Signature:

Name: **THARUN V**

**Schedule-I – Remuneration and Benefits**  
**Salary Structure (in INR)**

Basic Salary	1,60,000/ year
House Rent Allowance	64,000/ year
LTA allowance	20,000 / year
Fixed bonus (Paid Monthly)	1,56,000/ year
Health Insurance	80,000 / year
Employer PF Contribution	21,600/ year
Total CTC	500000/year
Deductions: TDS	As may be applicable
Deductions: Employee PF Contribution	21,600 / year
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Health Insurance	You are eligible for health insurance as per the company policy. This will be communicated Separately







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**AND**

**THIAB DENG GUOT WIEU**, (hereinafter referred to as the "Employee", which expression shall, unless it is repugnant to the context or meaning thereof, be deemed to mean and include his /her heirs, administrators and legal representatives) of the OTHER PART.

As the context may require, the Company and the Employee are hereinafter referred to collectively as "Parties" and individually as "Party".

**WHEREAS**

1. The Company is engaged in the business of inter alia, financial services not limited to insurance, investments, news etc. and is desirous of employing the Employee based on the representations made by the Employee; and
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**TACTERIAL CONSULTING PRIVATE LIMITED:**

Signature:



Name: Bhanu Harish Gurram

Designation: CEO &amp; Director

**EMPLOYEE:**

Signature:

Name: **THIAB DENG GUOT WIEU**

**Schedule-I – Remuneration and Benefits****Salary Structure (in INR)**

Basic Salary	1,60,000/ year
House Rent Allowance	64,000/ year
LTA allowance	20,000 / year
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Total CTC	500000/year
Deductions: TDS	As may be applicable
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Health Insurance	You are eligible for health insurance as per the company policy. This will be communicated Separately





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**AND**

**THRISHA P**, (hereinafter referred to as the "Employee", which expression shall, unless it is repugnant to the context or meaning thereof, be deemed to mean and include his /her heirs, administrators and legal representatives) of the OTHER PART.

As the context may require, the Company and the Employee are hereinafter referred to collectively as "Parties" and individually as "Party".

**WHEREAS**

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**TACTERIAL CONSULTING PRIVATE LIMITED:**

Signature:



Name: Bhanu Harish Gurram

Designation: CEO &amp; Director

**EMPLOYEE:**

Signature:

Name: **THRISHA P**



**Schedule-I – Remuneration and Benefits****Salary Structure (in INR)**

Basic Salary	1,60,000/ year
House Rent Allowance	64,000/ year
LTA allowance	20,000 / year
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Health Insurance	80,000 / year
Employer PF Contribution	21,600/ year
Total CTC	500000/year
Deductions: TDS	As may be applicable
Deductions: Employee PF Contribution	21,600 / year
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Health Insurance	You are eligible for health insurance as per the company policy. This will be communicated Separately





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**AND**

**YADALAM KARTHIKEYA**, (hereinafter referred to as the "Employee", which expression shall, unless it is repugnant to the context or meaning thereof, be deemed to mean and include his /her heirs, administrators and legal representatives) of the OTHER PART.

As the context may require, the Company and the Employee are hereinafter referred to collectively as "Parties" and individually as "Party".

**WHEREAS**

1. The Company is engaged in the business of inter alia, financial services not limited to insurance, investments, news etc. and is desirous of employing the Employee based on the representations made by the Employee; and
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**TACTERIAL CONSULTING PRIVATE LIMITED:**

Signature:



Name: Bhanu Harish Gurram

Designation: CEO &amp; Director

**EMPLOYEE:**

Signature:

Name: **YADALAM KARTHIKEYA**

**Schedule-I – Remuneration and Benefits**  
**Salary Structure (in INR)**

Basic Salary	1,60,000/ year
House Rent Allowance	64,000/ year
LTA allowance	20,000 / year
Fixed bonus (Paid Monthly)	1,56,000/ year
Health Insurance	80,000 / year
Employer PF Contribution	21,600/ year
Total CTC	500000/year
Deductions: TDS	As may be applicable
Deductions: Employee PF Contribution	21,600 / year
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Health Insurance	You are eligible for health insurance as per the company policy. This will be communicated Separately





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**AND**

**YASEEN AHMED**, (hereinafter referred to as the "Employee", which expression shall, unless it is repugnant to the context or meaning thereof, be deemed to mean and include his /her heirs, administrators and legal representatives) of the OTHER PART.

As the context may require, the Company and the Employee are hereinafter referred to collectively as "Parties" and individually as "Party".

**WHEREAS**

1. The Company is engaged in the business of inter alia, financial services not limited to insurance, investments, news etc. and is desirous of employing the Employee based on the representations made by the Employee; and
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**TACTERIAL CONSULTING PRIVATE LIMITED:**

Signature:



Name: Bhanu Harish Gurram

Designation: CEO &amp; Director

**EMPLOYEE:**

Signature:

Name: **YASEEN AHMED**

**Schedule-I – Remuneration and Benefits****Salary Structure (in INR)**

Basic Salary	1,60,000/ year
House Rent Allowance	64,000/ year
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Health Insurance	80,000 / year
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Total CTC	500000/year
Deductions: TDS	As may be applicable
Deductions: Employee PF Contribution	21,600 / year
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**AND**

**ABHAY SHARMA**, (hereinafter referred to as the "Employee", which expression shall, unless it is repugnant to the context or meaning thereof, be deemed to mean and include his /her heirs, administrators and legal representatives) of the OTHER PART.

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**WHEREAS**

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**TACTERIAL CONSULTING PRIVATE LIMITED:**

Signature:



Name: Bhanu Harish Gurram

Designation: CEO &amp; Director

**EMPLOYEE:**

Signature:

Name: **ABHAY SHARMA**

**Schedule-I – Remuneration and Benefits**  
**Salary Structure (in INR)**

Basic Salary	1,60,000/ year
House Rent Allowance	64,000/ year
LTA allowance	20,000 / year
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**AND**

**RAHUL V**, (hereinafter referred to as the "Employee", which expression shall, unless it is repugnant to the context or meaning thereof, be deemed to mean and include his /her heirs, administrators and legal representatives) of the OTHER PART.

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**TACTERIAL CONSULTING PRIVATE LIMITED:**

Signature:



Name: Bhanu Harish Gurram

Designation: CEO &amp; Director

**EMPLOYEE:**

Signature:

Name: **RAHUL V**

**Schedule-I – Remuneration and Benefits**  
**Salary Structure (in INR)**

Basic Salary	1,60,000/ year
House Rent Allowance	64,000/ year
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Health Insurance	80,000 / year
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Deductions: Employee PF Contribution	21,600 / year
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**AND**

**ANSUPRIYA CHETTRI**, (hereinafter referred to as the "Employee", which expression shall, unless it is repugnant to the context or meaning thereof, be deemed to mean and include his /her heirs, administrators and legal representatives) of the OTHER PART.

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IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their hand/electronic signatures or the hand/electronic signatures of their duly authorised representatives, as the case may be, as of the day and year set forth above.

**TACTERIAL CONSULTING PRIVATE LIMITED:**

Signature:



Name: Bhanu Harish Gurram

Designation: CEO &amp; Director

**EMPLOYEE:**

Signature:

Name: **ANSUPRIYA CHETTRI**

**Schedule-I – Remuneration and Benefits**  
**Salary Structure (in INR)**

Basic Salary	1,60,000/ year
House Rent Allowance	64,000/ year
LTA allowance	20,000 / year
Fixed bonus (Paid Monthly)	1,56,000/ year
Health Insurance	80,000 / year
Employer PF Contribution	21,600/ year
Total CTC	450000/year
Deductions: TDS	As may be applicable
Deductions: Employee PF Contribution	21,600 / year
Deductions: Professional Tax	2400/ year
Health Insurance	You are eligible for health insurance as per the company policy. This will be communicated Separately





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## **EMPLOYMENT AGREEMENT**

**TACTERIAL CONSULTING PRIVATE LIMITED**

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**AND**

**APARNA AM**, (hereinafter referred to as the "Employee", which expression shall, unless it is repugnant to the context or meaning thereof, be deemed to mean and include his /her heirs, administrators and legal representatives) of the OTHER PART.

As the context may require, the Company and the Employee are hereinafter referred to collectively as "Parties" and individually as "Party".

**WHEREAS**

1. The Company is engaged in the business of inter alia, financial services not limited to insurance, investments, news etc. and is desirous of employing the Employee based on the representations made by the Employee; and
2. The Employee wishes to accept employment with the Company on the terms and subject to the conditions set out in this Agreement.

**NOW IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

**1. Interpretation**

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**TACTERIAL CONSULTING PRIVATE LIMITED:**

Signature:



Name: Bhanu Harish Gurram

Designation: CEO &amp; Director

**EMPLOYEE:**

Signature:

Name: **APARNA AM**

**Schedule-I – Remuneration and Benefits**  
**Salary Structure (in INR)**

Basic Salary	1,60,000/ year
House Rent Allowance	64,000/ year
LTA allowance	20,000 / year
Fixed bonus (Paid Monthly)	1,56,000/ year
Health Insurance	80,000 / year
Employer PF Contribution	21,600/ year
Total CTC	450000/year
Deductions: TDS	As may be applicable
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Health Insurance	You are eligible for health insurance as per the company policy. This will be communicated Separately







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**AND**

**CHANDRA BOHAR G**, (hereinafter referred to as the "Employee", which expression shall, unless it is repugnant to the context or meaning thereof, be deemed to mean and include his /her heirs, administrators and legal representatives) of the OTHER PART.

As the context may require, the Company and the Employee are hereinafter referred to collectively as "Parties" and individually as "Party".

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**TACTERIAL CONSULTING PRIVATE LIMITED:**

Signature:



Name: Bhanu Harish Gurram

Designation: CEO &amp; Director

**EMPLOYEE:**

Signature:

Name: **CHANDRA BOHAR G**

**Schedule-I – Remuneration and Benefits**  
**Salary Structure (in INR)**

Basic Salary	1,60,000/ year
House Rent Allowance	64,000/ year
LTA allowance	20,000 / year
Fixed bonus (Paid Monthly)	1,56,000/ year
Health Insurance	80,000 / year
Employer PF Contribution	21,600/ year
Total CTC	500000 /year
Deductions: TDS	As may be applicable
Deductions: Employee PF Contribution	21,600 / year
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Health Insurance	You are eligible for health insurance as per the company policy. This will be communicated Separately





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**AND**

**DIANA CHANDRAN**, (hereinafter referred to as the "Employee", which expression shall, unless it is repugnant to the context or meaning thereof, be deemed to mean and include his /her heirs, administrators and legal representatives) of the OTHER PART.

As the context may require, the Company and the Employee are hereinafter referred to collectively as "Parties" and individually as "Party".

**WHEREAS**

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**TACTERIAL CONSULTING PRIVATE LIMITED:**

Signature:



Name: Bhanu Harish Gurram

Designation: CEO &amp; Director

**EMPLOYEE:**

Signature:

Name: **DIANA CHANDRAN**



**Schedule-I – Remuneration and Benefits**  
**Salary Structure (in INR)**

Basic Salary	1,60,000/ year
House Rent Allowance	64,000/ year
LTA allowance	20,000 / year
Fixed bonus (Paid Monthly)	1,56,000/ year
Health Insurance	80,000 / year
Employer PF Contribution	21,600/ year
Total CTC	450000/year
Deductions: TDS	As may be applicable
Deductions: Employee PF Contribution	21,600 / year
Deductions: Professional Tax	2400/ year
Health Insurance	You are eligible for health insurance as per the company policy. This will be communicated Separately





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**AND**

**DINIZ REBECCA**, (hereinafter referred to as the "Employee", which expression shall, unless it is repugnant to the context or meaning thereof, be deemed to mean and include his /her heirs, administrators and legal representatives) of the OTHER PART.

As the context may require, the Company and the Employee are hereinafter referred to collectively as "Parties" and individually as "Party".

**WHEREAS**

1. The Company is engaged in the business of inter alia, financial services not limited to insurance, investments, news etc. and is desirous of employing the Employee based on the representations made by the Employee; and
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**TACTERIAL CONSULTING PRIVATE LIMITED:**

Signature:



Name: Bhanu Harish Gurram

Designation: CEO &amp; Director

**EMPLOYEE:**

Signature:

Name: **DINIZ REBECCA**

**Schedule-I – Remuneration and Benefits**  
**Salary Structure (in INR)**

Basic Salary	1,60,000/ year
House Rent Allowance	64,000/ year
LTA allowance	20,000 / year
Fixed bonus (Paid Monthly)	1,56,000/ year
Health Insurance	80,000 / year
Employer PF Contribution	21,600/ year
Total CTC	450000/year
Deductions: TDS	As may be applicable
Deductions: Employee PF Contribution	21,600 / year
Deductions: Professional Tax	2400/ year
Health Insurance	You are eligible for health insurance as per the company policy. This will be communicated Separately





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**AND**

**FAIROOS K S**, (hereinafter referred to as the "Employee", which expression shall, unless it is repugnant to the context or meaning thereof, be deemed to mean and include his /her heirs, administrators and legal representatives) of the OTHER PART.

As the context may require, the Company and the Employee are hereinafter referred to collectively as "Parties" and individually as "Party".

**WHEREAS**

1. The Company is engaged in the business of inter alia, financial services not limited to insurance, investments, news etc. and is desirous of employing the Employee based on the representations made by the Employee; and
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**TACTERIAL CONSULTING PRIVATE LIMITED:**

Signature:



Name: Bhanu Harish Gurram

Designation: CEO &amp; Director

**EMPLOYEE:**

Signature:

Name: **FAIROOS K S**

**Schedule-I – Remuneration and Benefits**  
**Salary Structure (in INR)**

Basic Salary	1,60,000/ year
House Rent Allowance	64,000/ year
LTA allowance	20,000 / year
Fixed bonus (Paid Monthly)	1,56,000/ year
Health Insurance	80,000 / year
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**AND**

**K S VINEETH**, (hereinafter referred to as the "Employee", which expression shall, unless it is repugnant to the context or meaning thereof, be deemed to mean and include his /her heirs, administrators and legal representatives) of the OTHER PART.

As the context may require, the Company and the Employee are hereinafter referred to collectively as "Parties" and individually as "Party".

**WHEREAS**

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**TACTERIAL CONSULTING PRIVATE LIMITED:**

Signature:



Name: Bhanu Harish Gurram

Designation: CEO &amp; Director

**EMPLOYEE:**

Signature:

Name: **K S VINEETH**

**Schedule-I – Remuneration and Benefits**  
**Salary Structure (in INR)**

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**AND**

**KIRAN SANTHOSH SIVAKUMAR**, (hereinafter referred to as the "Employee", which expression shall, unless it is repugnant to the context or meaning thereof, be deemed to mean and include his /her heirs, administrators and legal representatives) of the OTHER PART.

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**TACTERIAL CONSULTING PRIVATE LIMITED:**

Signature:



Name: Bhanu Harish Gurram

Designation: CEO &amp; Director

**EMPLOYEE:**

Signature:

Name: **KIRAN SANTHOSH SIVAKUMAR**

**Schedule-I – Remuneration and Benefits**  
**Salary Structure (in INR)**

Basic Salary	1,60,000/ year
House Rent Allowance	64,000/ year
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**TACTERIAL CONSULTING PRIVATE LIMITED:**

Signature:



Name: Bhanu Harish Gurram

Designation: CEO &amp; Director

**EMPLOYEE:**

Signature:

Name: **KIRAN SANTHOSH SIVAKUMAR**

**Schedule-I – Remuneration and Benefits**  
**Salary Structure (in INR)**

Basic Salary	1,60,000/ year
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Health Insurance	80,000 / year
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## **EMPLOYMENT AGREEMENT**

**TACTERIAL CONSULTING PRIVATE LIMITED**

**THIS EMPLOYMENT AGREEMENT** (hereinafter referred to as the "Agreement") is made **By and between Tacterial Consulting Private Limited**, a company incorporated under the Companies Act, 2013, and having its registered office at C/O CIIE Initiatives, CIIE Building, near IIM New Campus, Vastrapur, Ahmedabad, Gujarat, India – 380015 and branch office as well as the place of correspondence at 175 176 Billekahalli, B G Road, Bengaluru, Karnataka, 560076, through Bhanu Harish Gurram, its duly authorised representative (hereinafter referred to as the "Company", which expression shall, unless it is repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the ONE PART;

**AND**

**M SAI SUSHEEL REDDY**, (hereinafter referred to as the "Employee", which expression shall, unless it is repugnant to the context or meaning thereof, be deemed to mean and include his /her heirs, administrators and legal representatives) of the OTHER PART.

As the context may require, the Company and the Employee are hereinafter referred to collectively as "Parties" and individually as "Party".

**WHEREAS**

1. The Company is engaged in the business of inter alia, financial services not limited to insurance, investments, news etc. and is desirous of employing the Employee based on the representations made by the Employee; and
2. The Employee wishes to accept employment with the Company on the terms and subject to the conditions set out in this Agreement.

**NOW IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

**1. Interpretation**

Except where the context requires otherwise, this Agreement will be interpreted as follows:

- A. Headings are for convenience only and shall not affect the construction or interpretation of any provision of this Agreement;
- B. Where a word or phrase is defined, other parts of speech and grammatical forms and the cognate variations of that word or phrase shall have corresponding meaning(s);
- C. Words importing the singular shall include the plural and vice versa;
- D. Reference to Recitals, Clauses and Exhibits are to recitals, articles and exhibits of this Agreement;
- E. All words (whether gender-specific or gender-neutral) shall be deemed to include each of the masculine, feminine and neuter genders;
- F. A reference to any document (including this Agreement) is to that document as amended, consolidated, supplemented, novated or replaced from time to time;
- G. All reference in this Agreement to "days" shall, unless otherwise specified herein shall, mean calendar days; and
- H. The recitals contained herein form an integral part of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their hand/electronic signatures or the hand/electronic signatures of their duly authorised representatives, as the case may be, as of the day and year set forth above.

**TACTERIAL CONSULTING PRIVATE LIMITED:**

Signature:



Name: Bhanu Harish Gurram

Designation: CEO &amp; Director

**EMPLOYEE:**

Signature:

Name: **M SAI SUSHEEL REDDY**

**Schedule-I – Remuneration and Benefits**  
**Salary Structure (in INR)**

Basic Salary	1,60,000/ year
House Rent Allowance	64,000/ year
LTA allowance	20,000 / year
Fixed bonus (Paid Monthly)	1,56,000/ year
Health Insurance	80,000 / year
Employer PF Contribution	21,600/ year
Total CTC	500000 /year
Deductions: TDS	As may be applicable
Deductions: Employee PF Contribution	21,600 / year
Deductions: Professional Tax	2400/ year
Health Insurance	You are eligible for health insurance as per the company policy. This will be communicated Separately







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Private Limited**

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**AND**

**MOHAMMED FARHAN**, (hereinafter referred to as the "Employee", which expression shall, unless it is repugnant to the context or meaning thereof, be deemed to mean and include his /her heirs, administrators and legal representatives) of the OTHER PART.

As the context may require, the Company and the Employee are hereinafter referred to collectively as "Parties" and individually as "Party".

**WHEREAS**

1. The Company is engaged in the business of inter alia, financial services not limited to insurance, investments, news etc. and is desirous of employing the Employee based on the representations made by the Employee; and
2. The Employee wishes to accept employment with the Company on the terms and subject to the conditions set out in this Agreement.

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**TACTERIAL CONSULTING PRIVATE LIMITED:**

Signature:



Name: Bhanu Harish Gurram

Designation: CEO &amp; Director

**EMPLOYEE:**

Signature:

Name: **MOHAMMED FARHAN**

**Schedule-I – Remuneration and Benefits**  
**Salary Structure (in INR)**

Basic Salary	1,60,000/ year
House Rent Allowance	64,000/ year
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Health Insurance	80,000 / year
Employer PF Contribution	21,600/ year
Total CTC	500000 /year
Deductions: TDS	As may be applicable
Deductions: Employee PF Contribution	21,600 / year
Deductions: Professional Tax	2400/ year
Health Insurance	You are eligible for health insurance as per the company policy. This will be communicated Separately

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Regd Office: C/O CIE Initiatives, CIE Building, near IIM New Campus, Vastrapur, Ahmedabad, Gujarat, India 380015  
Branch Office Address: 175 176 Billekahalli, B G Road, Bengaluru, Karnataka, 560076  
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**AND**

**MOHAMMED REHAN PASHA**, (hereinafter referred to as the "Employee", which expression shall, unless it is repugnant to the context or meaning thereof, be deemed to mean and include his /her heirs, administrators and legal representatives) of the OTHER PART.

As the context may require, the Company and the Employee are hereinafter referred to collectively as "Parties" and individually as "Party".

**WHEREAS**

1. The Company is engaged in the business of inter alia, financial services not limited to insurance, investments, news etc. and is desirous of employing the Employee based on the representations made by the Employee; and
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**TACTERIAL CONSULTING PRIVATE LIMITED:**

Signature:



Name: Bhanu Harish Gurram

Designation: CEO &amp; Director

**EMPLOYEE:**

Signature:

Name: **MOHAMMED REHAN PASHA**



**Schedule-I – Remuneration and Benefits**  
**Salary Structure (in INR)**

Basic Salary	1,60,000/ year
House Rent Allowance	64,000/ year
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Employer PF Contribution	21,600/ year
Total CTC	500000 /year
Deductions: TDS	As may be applicable
Deductions: Employee PF Contribution	21,600 / year
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Health Insurance	You are eligible for health insurance as per the company policy. This will be communicated Separately





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**AND**

**POOJA NARAYAN**, (hereinafter referred to as the "Employee", which expression shall, unless it is repugnant to the context or meaning thereof, be deemed to mean and include his /her heirs, administrators and legal representatives) of the OTHER PART.

As the context may require, the Company and the Employee are hereinafter referred to collectively as "Parties" and individually as "Party".

**WHEREAS**

1. The Company is engaged in the business of inter alia, financial services not limited to insurance, investments, news etc. and is desirous of employing the Employee based on the representations made by the Employee; and
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**TACTERIAL CONSULTING PRIVATE LIMITED:**

Signature:



Name: Bhanu Harish Gurram

Designation: CEO &amp; Director

**EMPLOYEE:**

Signature:

Name: **POOJA NARAYAN**

**Schedule-I – Remuneration and Benefits**  
**Salary Structure (in INR)**

Basic Salary	1,60,000/ year
House Rent Allowance	64,000/ year
LTA allowance	20,000 / year
Fixed bonus (Paid Monthly)	1,56,000/ year
Health Insurance	80,000 / year
Employer PF Contribution	21,600/ year
Total CTC	450000/year
Deductions: TDS	As may be applicable
Deductions: Employee PF Contribution	21,600 / year
Deductions: Professional Tax	2400/ year
Health Insurance	You are eligible for health insurance as per the company policy. This will be communicated Separately





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**AND**

**RAHUL V**, (hereinafter referred to as the "Employee", which expression shall, unless it is repugnant to the context or meaning thereof, be deemed to mean and include his /her heirs, administrators and legal representatives) of the OTHER PART.

As the context may require, the Company and the Employee are hereinafter referred to collectively as "Parties" and individually as "Party".

**WHEREAS**

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**TACTERIAL CONSULTING PRIVATE LIMITED:**

Signature:



Name: Bhanu Harish Gurram

Designation: CEO &amp; Director

**EMPLOYEE:**

Signature:

Name: **RAHUL V**

**Schedule-I – Remuneration and Benefits**  
**Salary Structure (in INR)**

Basic Salary	1,60,000/ year
House Rent Allowance	64,000/ year
LTA allowance	20,000 / year
Fixed bonus (Paid Monthly)	1,56,000/ year
Health Insurance	80,000 / year
Employer PF Contribution	21,600/ year
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Deductions: TDS	As may be applicable
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**AND**

**RAVI M YADAV**, (hereinafter referred to as the "Employee", which expression shall, unless it is repugnant to the context or meaning thereof, be deemed to mean and include his /her heirs, administrators and legal representatives) of the OTHER PART.

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1. The Company is engaged in the business of inter alia, financial services not limited to insurance, investments, news etc. and is desirous of employing the Employee based on the representations made by the Employee; and
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**TACTERIAL CONSULTING PRIVATE LIMITED:**

Signature:



Name: Bhanu Harish Gurram

Designation: CEO &amp; Director

**EMPLOYEE:**

Signature:

Name: **RAVI M YADAV**

**Schedule-I – Remuneration and Benefits**  
**Salary Structure (in INR)**

Basic Salary	1,60,000/ year
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**AND**

**SIREESHA S**, (hereinafter referred to as the "Employee", which expression shall, unless it is repugnant to the context or meaning thereof, be deemed to mean and include his /her heirs, administrators and legal representatives) of the OTHER PART.

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**TACTERIAL CONSULTING PRIVATE LIMITED:**

Signature:



Name: Bhanu Harish Gurram

Designation: CEO &amp; Director

**EMPLOYEE:**

Signature:

Name: **SIREESHA S**

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**AND**

**SNEHA K**, (hereinafter referred to as the "Employee", which expression shall, unless it is repugnant to the context or meaning thereof, be deemed to mean and include his /her heirs, administrators and legal representatives) of the OTHER PART.

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**TACTERIAL CONSULTING PRIVATE LIMITED:**

Signature:



Name: Bhanu Harish Gurram

Designation: CEO &amp; Director

**EMPLOYEE:**

Signature:

Name: **SNEHA K**

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**Salary Structure (in INR)**

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## **EMPLOYMENT AGREEMENT**

**TACTERIAL CONSULTING PRIVATE LIMITED**

**THIS EMPLOYMENT AGREEMENT** (hereinafter referred to as the "Agreement") is made **By and between Tacterial Consulting Private Limited**, a company incorporated under the Companies Act, 2013, and having its registered office at C/O CIIE Initiatives, CIIE Building, near IIM New Campus, Vastrapur, Ahmedabad, Gujarat, India – 380015 and branch office as well as the place of correspondence at 175 176 Billekahalli, B G Road, Bengaluru, Karnataka, 560076, through Bhanu Harish Gurram, its duly authorised representative (hereinafter referred to as the "Company", which expression shall, unless it is repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the ONE PART;

**AND**

**SUNAI**S, (hereinafter referred to as the "Employee", which expression shall, unless it is repugnant to the context or meaning thereof, be deemed to mean and include his /her heirs, administrators and legal representatives) of the OTHER PART.

As the context may require, the Company and the Employee are hereinafter referred to collectively as "Parties" and individually as "Party".

**WHEREAS**

1. The Company is engaged in the business of inter alia, financial services not limited to insurance, investments, news etc. and is desirous of employing the Employee based on the representations made by the Employee; and
2. The Employee wishes to accept employment with the Company on the terms and subject to the conditions set out in this Agreement.

**NOW IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

**1. Interpretation**

Except where the context requires otherwise, this Agreement will be interpreted as follows:

- A. Headings are for convenience only and shall not affect the construction or interpretation of any provision of this Agreement;
- B. Where a word or phrase is defined, other parts of speech and grammatical forms and the cognate variations of that word or phrase shall have corresponding meaning(s);
- C. Words importing the singular shall include the plural and vice versa;
- D. Reference to Recitals, Clauses and Exhibits are to recitals, articles and exhibits of this Agreement;
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- F. A reference to any document (including this Agreement) is to that document as amended, consolidated, supplemented, novated or replaced from time to time;
- G. All reference in this Agreement to "days" shall, unless otherwise specified herein shall, mean calendar days; and
- H. The recitals contained herein form an integral part of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their hand/electronic signatures or the hand/electronic signatures of their duly authorised representatives, as the case may be, as of the day and year set forth above.

**TACTERIAL CONSULTING PRIVATE LIMITED:**

Signature:



Name: Bhanu Harish Gurram

Designation: CEO &amp; Director

**EMPLOYEE:**

Signature:

Name: **SUNAIS**

**Schedule-I – Remuneration and Benefits**  
**Salary Structure (in INR)**

Basic Salary	1,60,000/ year
House Rent Allowance	64,000/ year
LTA allowance	20,000 / year
Fixed bonus (Paid Monthly)	1,56,000/ year
Health Insurance	80,000 / year
Employer PF Contribution	21,600/ year
Total CTC	500000 /year
Deductions: TDS	As may be applicable
Deductions: Employee PF Contribution	21,600 / year
Deductions: Professional Tax	2400/ year
Health Insurance	You are eligible for health insurance as per the company policy. This will be communicated Separately







**Tacterial Consulting  
Private Limited**

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**AND**

**SURENDAR TEJESH C**, (hereinafter referred to as the "Employee", which expression shall, unless it is repugnant to the context or meaning thereof, be deemed to mean and include his /her heirs, administrators and legal representatives) of the OTHER PART.

As the context may require, the Company and the Employee are hereinafter referred to collectively as "Parties" and individually as "Party".

**WHEREAS**

1. The Company is engaged in the business of inter alia, financial services not limited to insurance, investments, news etc. and is desirous of employing the Employee based on the representations made by the Employee; and
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**TACTERIAL CONSULTING PRIVATE LIMITED:**

Signature:



Name: Bhanu Harish Gurram

Designation: CEO &amp; Director

**EMPLOYEE:**

Signature:

Name: **SURENDAR TEJESH C**

**Schedule-I – Remuneration and Benefits****Salary Structure (in INR)**

Basic Salary	1,60,000/ year
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Total CTC	500000 /year
Deductions: TDS	As may be applicable
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**AND**

**SUSHANKITH SINGH**, (hereinafter referred to as the "Employee", which expression shall, unless it is repugnant to the context or meaning thereof, be deemed to mean and include his /her heirs, administrators and legal representatives) of the OTHER PART.

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**TACTERIAL CONSULTING PRIVATE LIMITED:**

Signature:



Name: Bhanu Harish Gurram

Designation: CEO &amp; Director

**EMPLOYEE:**

Signature:

Name: **SUSHANKITH SINGH**



**Schedule-I – Remuneration and Benefits**  
**Salary Structure (in INR)**

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**AND**

**SYED MOHAMMED YAEESH**, (hereinafter referred to as the "Employee", which expression shall, unless it is repugnant to the context or meaning thereof, be deemed to mean and include his /her heirs, administrators and legal representatives) of the OTHER PART.

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**TACTERIAL CONSULTING PRIVATE LIMITED:**

Signature:



Name: Bhanu Harish Gurram

Designation: CEO &amp; Director

**EMPLOYEE:**

Signature:

Name: **SYED MOHAMMED YAEESH**

**Schedule-I – Remuneration and Benefits**  
**Salary Structure (in INR)**

Basic Salary	1,60,000/ year
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Total CTC	500000 /year
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Deductions: Employee PF Contribution	21,600 / year
Deductions: Professional Tax	2400/ year
Health Insurance	You are eligible for health insurance as per the company policy. This will be communicated Separately





**Mindteck (India) Limited**  
AMR Tech Park, Block 1, 3rd Floor  
#664, 23/24, Hosur Main Road  
Bommanahalli, Bengaluru - 560068. India  
(CIN: L30007KA1991PLC039702)  
Tel: +91 80 4154 8000/4154 8300  
Fax: +91 80 4112 5813  
[www.mindteck.com](http://www.mindteck.com)

March 11, 2022

**Mattupalli Divya**  
Bangalore

Dear Mattupalli Divya,

We are pleased to inform that you have been appointed with Mindteck (India) Ltd., under the following terms and conditions:

1. You are appointed as Management Trainee effective **March 21, 2022**.
2. The duration of the traineeship will be for 6 months starting from your Date of Joining (DOJ).
3. During the traineeship, you will be eligible for a stipend of Rs. 22,000/- (Rupees Twenty Two Thousand Only) Per Month. The period of assignment may be renewed or terminated based on the requirements and as mutually agreed.
4. Your Base location is Bangalore and your work location will be Bangalore, which is subject to change as per organizational business requirements. You will maintain the time sheets for the number of hours worked which will be approved by authorized personnel in the company.
5. TDS (tax deducted at source) will be deducted as per Income Tax Act, if any as applicable. You shall abide by all statutory and labor law requirements/amendments which shall come in to force from time to time.
6. Your assignment may be terminated by Mindteck (India) Ltd. or by you with 15 days of advance notice without assigning any reason what so ever.
- 7. Trade Secrets and Confidential Business Information**
8. You shall not, while on this project assignment, disclose or use for the benefit of yourself or any other person, partnership, firm, corporation, association, or other legal entity, any of the trade secrets or confidential business information of the Company. Trade secrets of the Company include, but are not limited to, any and all management information, proprietary and technical information of the Company in the nature of computer techniques, programs, services, systems, inventions, and the like employed by the Company and/or its affiliates in India or abroad in the development and operation of its computer products and services.



Confidential business information of the Company includes any information other than trade secrets that is of any value or significance to the Company and not generally known to competitors of the Company nor intended by the Company for general dissemination, including but not limited to, policies, strategies, lists of the Company's current or potential customers, prospective leads or target accounts, the identity of various suppliers of products or services, pricing schedules, computer programming needs of its customers, information as to the profitability of specific accounts, and information about the Company itself and its executives, officers, directors and employees.

#### **9. Duty To Return Company Property.**

The Company properties and assets including, but not limited to, the Company products, customer correspondence, internal memoranda, photocopies of products and designs, sales brochures, price lists, customer lists, any customer information, sales literature, notebooks, computer training materials, textbooks, and all other like information or products, including all copies, duplications, replications, and derivatives of such information or products, acquired by you at any time during your project assignment shall remain the exclusive property of the Company and shall be returned to the Company no later than the final date of your project assignment.

This is always without prejudice to the Company's rights in law to take such other legal action against you as is applicable to it as also to its right to recover the full amount of the replacement price. The Company shall be entitled to recover from you and you shall be bound and liable to make good to the Company any loss suffered by the Company on account of misuse of the Company's property by you and/or any damage occasioned to the Company's property whilst in the custody of or entrusted to you.

#### **10. Inventions, Ideas, Processes and Designs**

All inventions, ideas, processes, programs, codes, software and designs (including all improvements) (i) conceived or made by you during the course of your project assignment with the Company, and (ii) other ideas, techniques or principles related to the business of the Company, shall be the sole and exclusive property of the Company. You shall cooperate with the Company and its attorneys in the preparation of patent, copyright and other applications for such developments and shall promptly assign all such inventions, ideas, processes, and designs to the Company. The decision to file for patent or copyright protection or to maintain such development as a trade secret shall be in the sole discretion of the Company, and you shall be bound by such decision.

#### **11. Security Policies**

You agree to abide and follow the security policies and procedures of Mindteck like the ISMS framework or any other security procedures that may be introduced from time to time and will not violate such security policies or procedures, either directly or indirectly. Any violation of Mindteck's security policy or procedures

brought to the attention of the management through its incidence reporting system or otherwise will be dealt with in accordance with Mindteck's security violation disciplinary procedure.

**12. No Moonlighting:**

Once you are employed by Mindteck, you declare and agree that you are not in employment with any other organization whether full time or part time. Further, you agree that you will not accept any full time or other part-time employment or consulting work or render any professional services, without the Company's prior written consent. The breach of this clause is considered as a serious offence by you and Company shall take such action against you in addition to termination of employment.

13. You will abide by the rules and regulations of Mindteck including the conduct and discipline that may be in force from time to time.

14. We believe that this assignment will be valuable to you and will enhance your knowledge and skill and thus benefit you.

15. If the above terms and conditions are acceptable, you may sign one copy of this letter acknowledging your acceptance of the above terms.

We wish you all the very best in your project assignment.

**For Mindteck (India) Limited**



**Pradeep K**

**Vice President – Human Resources**

**Acceptance**

I, \_\_\_\_\_ agree to accept the above terms and conditions mentioned in this letter.

Signature \_\_\_\_\_. Date \_\_\_\_\_.

Dear Aman Nair,

We are super excited to have you hop onto the Dunzo ride and join in on a rollercoaster of a journey with us. We at Dunzo have the vision of making every city accessible to our users & local commerce efficient; we work towards our mission of making ourselves the logistics layer of the city that we are in.

We continue to strive to make digital interactions with the offline world more convenient, safe, and seamless for our users, partners, and merchants - keeping empathy at the core of everything that we do. We eagerly look forward to your commitment to help us become better every day in this journey of continuous improvement. We cannot wait to see the magic you will create as a team member, building on our values of customer centricity, absolute ownership, fearlessness, and respect for all.

Thank you for trusting us and our mission to redefine the experience of how we shop and access our cities and neighborhoods.

We officially look forward to offering you the role “**SDET I**” with a total compensation of **INR. 18,00,000/- (Rupees Eighteen Lakhs Only)** (Detailed break up can be found in the annexure A below). You will receive **Rs.6,00,000/- (Rupees Six Lakhs only)** as joining bonus which will be paid in two tranches i.e., **Rs 3,00,000/-** will be paid on or before the end of the month of joining and **rest Rs. 3,00,000/-** upon expiry of 12 months from the joining date but subject to completion of two years of employment with Dunzo. Your joining date would be **2<sup>nd</sup> June, 2022**

We will need your indication of offer acceptance to proceed with the rest of the joining formalities. You can provide your acceptance to us by (i) signing and returning the duplicate copy of this letter; or (ii) confirming your acceptance on email, where such communication shall be considered as valid acceptance of the offer. We will need your communication of acceptance within 2 days of sharing the offer letter with you, failing which, we will have to regrettably consider the offer void.

We wait with much anticipation to welcome you on your Day 1 @ Dunzo! We have attached a quick checklist of all the documents you are expected to submit in Annexure B of this letter.

Sincerely,



**Dalvir Suri**

**Co-founder**

On behalf of everyone @ Dunzo

**Acceptance:**

I accept this offer of employment with Dunzo and agree to the terms and conditions outlined in this letter.

---

(THIS OFFER SUPERSEDES AND REPLACES ANY PRIOR VERSION OF WRITTEN OR ORAL COMMUNICATION)

**Annexure A:**

Detailed breakup:

Particulars	Yearly Amount	Monthly Amount
	Rs.	Rs.
Basic Salary	4,41,225.00	36,769.00
House Rent Allowance	1,76,490.00	14,708.00
LTA	44,123.00	3,677.00
Mobile and Data Allowance	24,000.00	2,000.00
Food Allowance (Paytm Food Wallet)	30,000.00	2,500.00
Statutory Bonus	0	0
Special Allowance	2,60,762.00	21,730.00
<b>(A) Gross Salary</b>	<b>9,76,600.00</b>	<b>81,384.00</b>
Employer PF Contribution	23,400.00	1,950.00
<b>Fixed CTC</b>	<b>16,00,000.00</b>	<b>83,334.00</b>
Variable Pay (Payable subject to performance and percentage as decided by the management)	2,00,000.00	16,667.00
<b>Total CTC</b>	<b>18,00,000.00</b>	<b>6,00,000.00</b>
<b><u>(B) Employee Deductions</u></b>		
Provident Fund	1,21,600.00	1,800.00
Professional Tax	2,400.00	200.00
Food Allowance Deductions (Paytm Food Wallet)	30,000.00	2,500.00
<b>(A-B) = In Hand Salary (Subject to Income Tax)</b>	<b>15,22,600.00</b>	<b>146,884.00</b>

- We would like to offer you **4 units of ESOPs** with a vesting period of 4 years.
- Dunzo will sponsor medical insurance for you and your family (up to two members). Dunzo also sponsors a 50% of the total premium for parental insurance if opted for.
- Variable Pay subject to performance and percentage as decided by the management. This will be paid on a prorated basis depending on time spent in the company.

**The tax or statutory components of your CTC or deductions may change without any notice and will take effect in your pay-out as and when any change is announced by the respective government or the Company Policy consequent to any such change. Any clerical error not impacting intent of the Offer shall not arise as a hindrance to the**

CIN – U74900KA2014PTC075256 GST: 29AAFCD0915M1ZH

Website: [www.dunzo.in](http://www.dunzo.in) | Contact: +919916391166

Registered Office Address: 'SAIDEEP SRINIDHI' NO. 2, 1st FLOOR, NAL WIND TUNNEL ROAD, MURUGESHAPALYA, BANGALORE KARNATAKA - 560017

relationship from either party.

**Annexure B:**

We request you to submit a copy of the following documents along with originals (for our examination) on the day of joining.

- (a) Photocopies of Your educational qualifications
- (b) 3 passport size photographs of yourself
- (c) Relieving letter from previous employer
- (d) Recent salary statement, if applicable
- (e) Proof of age
- (f) PF account details
- (g) Income Tax deduction certificate of previous employer
- (h) Pan Copy
- (i) Passport Copy
- (j) Your previous offer letter/ CTC to the previous organization

In the event that any other documents are required by Dunzo or any Governmental or regulatory authorities for payment of any statutory dues or for any other compliance purposes, Dunzo will communicate the same to you in writing.

Dear Ayushi,

We are super excited to have you hop onto the Dunzo ride and join in on a rollercoaster of a journey with us. We at Dunzo have the vision of making every city accessible to our users & local commerce efficient; we work towards our mission of making ourselves the logistics layer of the city that we are in.

We continue to strive to make digital interactions with the offline world more convenient, safe, and seamless for our users, partners, and merchants - keeping empathy at the core of everything that we do. We eagerly look forward to your commitment to help us become better every day in this journey of continuous improvement. We cannot wait to see the magic you will create as a team member, building on our values of customer centricity, absolute ownership, fearlessness, and respect for all.

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**Dalvir Suri**

**Co-founder**

On behalf of everyone @ Dunzo

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(THIS OFFER SUPERSEDES AND REPLACES ANY PRIOR VERSION OF WRITTEN OR ORAL COMMUNICATION)



**Annexure A:**

Detailed breakup:

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CIN – U74900KA2014PTC075256 GST: 29AAFCD0915M1ZH

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Registered Office Address: 'SAIDEEP SRINIDHI' NO. 2, 1st FLOOR, NAL WIND TUNNEL ROAD, MURUGESHAPALYA, BANGALORE KARNATAKA - 560017

relationship from either party.

**Annexure B:**

We request you to submit a copy of the following documents along with originals (for our examination) on the day of joining.

- (a) Photocopies of Your educational qualifications
- (b) 3 passport size photographs of yourself
- (c) Relieving letter from previous employer
- (d) Recent salary statement, if applicable
- (e) Proof of age
- (f) PF account details
- (g) Income Tax deduction certificate of previous employer
- (h) Pan Copy
- (i) Passport Copy
- (j) Your previous offer letter/ CTC to the previous organization

In the event that any other documents are required by Dunzo or any Governmental or regulatory authorities for payment of any statutory dues or for any other compliance purposes, Dunzo will communicate the same to you in writing.

Dear B M Subramanyam,

We are super excited to have you hop onto the Dunzo ride and join in on a rollercoaster of a journey with us. We at Dunzo have the vision of making every city accessible to our users & local commerce efficient; we work towards our mission of making ourselves the logistics layer of the city that we are in.

We continue to strive to make digital interactions with the offline world more convenient, safe, and seamless for our users, partners, and merchants - keeping empathy at the core of everything that we do. We eagerly look forward to your commitment to help us become better every day in this journey of continuous improvement. We cannot wait to see the magic you will create as a team member, building on our values of customer centricity, absolute ownership, fearlessness, and respect for all.

Thank you for trusting us and our mission to redefine the experience of how we shop and access our cities and neighborhoods.

We officially look forward to offering you the role “**SDET I**” with a total compensation of **INR. 18,00,000/- (Rupees Eighteen Lakhs Only)** (Detailed break up can be found in the annexure A below). You will receive **Rs.6,00,000/- (Rupees Six Lakhs only)** as joining bonus which will be paid in two tranches i.e., **Rs 3,00,000/-** will be paid on or before the end of the month of joining and **rest Rs. 3,00,000/-** upon expiry of 12 months from the joining date but subject to completion of two years of employment with Dunzo. Your joining date would be **2<sup>nd</sup> June, 2022**

We will need your indication of offer acceptance to proceed with the rest of the joining formalities. You can provide your acceptance to us by (i) signing and returning the duplicate copy of this letter; or (ii) confirming your acceptance on email, where such communication shall be considered as valid acceptance of the offer. We will need your communication of acceptance within 2 days of sharing the offer letter with you, failing which, we will have to regrettably consider the offer void.

We wait with much anticipation to welcome you on your Day 1 @ Dunzo! We have attached a quick checklist of all the documents you are expected to submit in Annexure B of this letter.

Sincerely,



**Dalvir Suri**

**Co-founder**

On behalf of everyone @ Dunzo

**Acceptance:**

I accept this offer of employment with Dunzo and agree to the terms and conditions outlined in this letter.

---

(THIS OFFER SUPERSEDES AND REPLACES ANY PRIOR VERSION OF WRITTEN OR ORAL COMMUNICATION)

**Annexure A:**

Detailed breakup:

Particulars	Yearly Amount	Monthly Amount
	Rs.	Rs.
Basic Salary	4,41,225.00	36,769.00
House Rent Allowance	1,76,490.00	14,708.00
LTA	44,123.00	3,677.00
Mobile and Data Allowance	24,000.00	2,000.00
Food Allowance (Paytm Food Wallet)	30,000.00	2,500.00
Statutory Bonus	0	0
Special Allowance	2,60,762.00	21,730.00
<b>(A) Gross Salary</b>	<b>9,76,600.00</b>	<b>81,384.00</b>
Employer PF Contribution	23,400.00	1,950.00
<b>Fixed CTC</b>	<b>16,00,000.00</b>	<b>83,334.00</b>
Variable Pay (Payable subject to performance and percentage as decided by the management)	2,00,000.00	16,667.00
<b>Total CTC</b>	<b>18,00,000.00</b>	<b>6,00,000.00</b>
<b><u>(B) Employee Deductions</u></b>		
Provident Fund	1,21,600.00	1,800.00
Professional Tax	2,400.00	200.00
Food Allowance Deductions (Paytm Food Wallet)	30,000.00	2,500.00
<b>(A-B) = In Hand Salary (Subject to Income Tax)</b>	<b>15,22,600.00</b>	<b>146,884.00</b>

- We would like to offer you **4 units of ESOPs** with a vesting period of 4 years.
- Dunzo will sponsor medical insurance for you and your family (up to two members). Dunzo also sponsors a 50% of the total premium for parental insurance if opted for.
- Variable Pay subject to performance and percentage as decided by the management. This will be paid on a prorated basis depending on time spent in the company.

**The tax or statutory components of your CTC or deductions may change without any notice and will take effect in your pay-out as and when any change is announced by the respective government or the Company Policy consequent to any such change. Any clerical error not impacting intent of the Offer shall not arise as a hindrance to the**

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relationship from either party.

**Annexure B:**

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- (a) Photocopies of Your educational qualifications
- (b) 3 passport size photographs of yourself
- (c) Relieving letter from previous employer
- (d) Recent salary statement, if applicable
- (e) Proof of age
- (f) PF account details
- (g) Income Tax deduction certificate of previous employer
- (h) Pan Copy
- (i) Passport Copy
- (j) Your previous offer letter/ CTC to the previous organization

In the event that any other documents are required by Dunzo or any Governmental or regulatory authorities for payment of any statutory dues or for any other compliance purposes, Dunzo will communicate the same to you in writing.

Dear Madasu Bharath Kumar,

We are super excited to have you hop onto the Dunzo ride and join in on a rollercoaster of a journey with us. We at Dunzo have the vision of making every city accessible to our users & local commerce efficient; we work towards our mission of making ourselves the logistics layer of the city that we are in.

We continue to strive to make digital interactions with the offline world more convenient, safe, and seamless for our users, partners, and merchants - keeping empathy at the core of everything that we do. We eagerly look forward to your commitment to help us become better every day in this journey of continuous improvement. We cannot wait to see the magic you will create as a team member, building on our values of customer centricity, absolute ownership, fearlessness, and respect for all.

Thank you for trusting us and our mission to redefine the experience of how we shop and access our cities and neighborhoods.

We officially look forward to offering you the role “**SDET I**” with a total compensation of **INR. 18,00,000/- (Rupees Eighteen Lakhs Only)** (Detailed break up can be found in the annexure A below). You will receive **Rs.6,00,000/- (Rupees Six Lakhs only)** as joining bonus which will be paid in two tranches i.e., **Rs 3,00,000/-** will be paid on or before the end of the month of joining and **rest Rs. 3,00,000/-** upon expiry of 12 months from the joining date but subject to completion of two years of employment with Dunzo. Your joining date would be **2<sup>nd</sup> June, 2022**

We will need your indication of offer acceptance to proceed with the rest of the joining formalities. You can provide your acceptance to us by (i) signing and returning the duplicate copy of this letter; or (ii) confirming your acceptance on email, where such communication shall be considered as valid acceptance of the offer. We will need your communication of acceptance within 2 days of sharing the offer letter with you, failing which, we will have to regrettably consider the offer void.

We wait with much anticipation to welcome you on your Day 1 @ Dunzo! We have attached a quick checklist of all the documents you are expected to submit in Annexure B of this letter.

Sincerely,



**Dalvir Suri**

**Co-founder**

On behalf of everyone @ Dunzo

**Acceptance:**

I accept this offer of employment with Dunzo and agree to the terms and conditions outlined in this letter.

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(THIS OFFER SUPERSEDES AND REPLACES ANY PRIOR VERSION OF WRITTEN OR ORAL COMMUNICATION)



**Annexure A:**

Detailed breakup:

Particulars	Yearly Amount	Monthly Amount
	Rs.	Rs.
Basic Salary	4,41,225.00	36,769.00
House Rent Allowance	1,76,490.00	14,708.00
LTA	44,123.00	3,677.00
Mobile and Data Allowance	24,000.00	2,000.00
Food Allowance (Paytm Food Wallet)	30,000.00	2,500.00
Statutory Bonus	0	0
Special Allowance	2,60,762.00	21,730.00
<b>(A) Gross Salary</b>	<b>9,76,600.00</b>	<b>81,384.00</b>
Employer PF Contribution	23,400.00	1,950.00
<b>Fixed CTC</b>	<b>16,00,000.00</b>	<b>83,334.00</b>
Variable Pay (Payable subject to performance and percentage as decided by the management)	2,00,000.00	16,667.00
<b>Total CTC</b>	<b>18,00,000.00</b>	<b>6,00,000.00</b>
<b><u>(B) Employee Deductions</u></b>		
Provident Fund	1,21,600.00	1,800.00
Professional Tax	2,400.00	200.00
Food Allowance Deductions (Paytm Food Wallet)	30,000.00	2,500.00
<b>(A-B) = In Hand Salary (Subject to Income Tax)</b>	<b>15,22,600.00</b>	<b>146,884.00</b>

- We would like to offer you **4 units of ESOPs** with a vesting period of 4 years.
- Dunzo will sponsor medical insurance for you and your family (up to two members). Dunzo also sponsors a 50% of the total premium for parental insurance if opted for.
- Variable Pay subject to performance and percentage as decided by the management. This will be paid on a prorated basis depending on time spent in the company.

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relationship from either party.

**Annexure B:**

We request you to submit a copy of the following documents along with originals (for our examination) on the day of joining.

- (a) Photocopies of Your educational qualifications
- (b) 3 passport size photographs of yourself
- (c) Relieving letter from previous employer
- (d) Recent salary statement, if applicable
- (e) Proof of age
- (f) PF account details
- (g) Income Tax deduction certificate of previous employer
- (h) Pan Copy
- (i) Passport Copy
- (j) Your previous offer letter/ CTC to the previous organization

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Dear Mahalakshmi G J,

We are super excited to have you hop onto the Dunzo ride and join in on a rollercoaster of a journey with us. We at Dunzo have the vision of making every city accessible to our users & local commerce efficient; we work towards our mission of making ourselves the logistics layer of the city that we are in.

We continue to strive to make digital interactions with the offline world more convenient, safe, and seamless for our users, partners, and merchants - keeping empathy at the core of everything that we do. We eagerly look forward to your commitment to help us become better every day in this journey of continuous improvement. We cannot wait to see the magic you will create as a team member, building on our values of customer centricity, absolute ownership, fearlessness, and respect for all.

Thank you for trusting us and our mission to redefine the experience of how we shop and access our cities and neighborhoods.

We officially look forward to offering you the role “**SDET I**” with a total compensation of **INR. 18,00,000/- (Rupees Eighteen Lakhs Only)** (Detailed break up can be found in the annexure A below). You will receive **Rs.6,00,000/- (Rupees Six Lakhs only)** as joining bonus which will be paid in two tranches i.e., **Rs 3,00,000/-** will be paid on or before the end of the month of joining and **rest Rs. 3,00,000/-** upon expiry of 12 months from the joining date but subject to completion of two years of employment with Dunzo. Your joining date would be **2<sup>nd</sup> June, 2022**

We will need your indication of offer acceptance to proceed with the rest of the joining formalities. You can provide your acceptance to us by (i) signing and returning the duplicate copy of this letter; or (ii) confirming your acceptance on email, where such communication shall be considered as valid acceptance of the offer. We will need your communication of acceptance within 2 days of sharing the offer letter with you, failing which, we will have to regrettably consider the offer void.

We wait with much anticipation to welcome you on your Day 1 @ Dunzo! We have attached a quick checklist of all the documents you are expected to submit in Annexure B of this letter.

Sincerely,



**Dalvir Suri**

**Co-founder**

On behalf of everyone @ Dunzo

**Acceptance:**

I accept this offer of employment with Dunzo and agree to the terms and conditions outlined in this letter.

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**Annexure A:**

Detailed breakup:

Particulars	Yearly Amount	Monthly Amount
	Rs.	Rs.
Basic Salary	4,41,225.00	36,769.00
House Rent Allowance	1,76,490.00	14,708.00
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Special Allowance	2,60,762.00	21,730.00
<b>(A) Gross Salary</b>	<b>9,76,600.00</b>	<b>81,384.00</b>
Employer PF Contribution	23,400.00	1,950.00
<b>Fixed CTC</b>	<b>16,00,000.00</b>	<b>83,334.00</b>
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<b>Total CTC</b>	<b>18,00,000.00</b>	<b>6,00,000.00</b>
<b><u>(B) Employee Deductions</u></b>		
Provident Fund	1,21,600.00	1,800.00
Professional Tax	2,400.00	200.00
Food Allowance Deductions (Paytm Food Wallet)	30,000.00	2,500.00
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- We would like to offer you **4 units of ESOPs** with a vesting period of 4 years.
- Dunzo will sponsor medical insurance for you and your family (up to two members). Dunzo also sponsors a 50% of the total premium for parental insurance if opted for.
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**Annexure B:**

We request you to submit a copy of the following documents along with originals (for our examination) on the day of joining.

- (a) Photocopies of Your educational qualifications
- (b) 3 passport size photographs of yourself
- (c) Relieving letter from previous employer
- (d) Recent salary statement, if applicable
- (e) Proof of age
- (f) PF account details
- (g) Income Tax deduction certificate of previous employer
- (h) Pan Copy
- (i) Passport Copy
- (j) Your previous offer letter/ CTC to the previous organization

In the event that any other documents are required by Dunzo or any Governmental or regulatory authorities for payment of any statutory dues or for any other compliance purposes, Dunzo will communicate the same to you in writing.

Dear Manoj Bahadur,

We are super excited to have you hop onto the Dunzo ride and join in on a rollercoaster of a journey with us. We at Dunzo have the vision of making every city accessible to our users & local commerce efficient; we work towards our mission of making ourselves the logistics layer of the city that we are in.

We continue to strive to make digital interactions with the offline world more convenient, safe, and seamless for our users, partners, and merchants - keeping empathy at the core of everything that we do. We eagerly look forward to your commitment to help us become better every day in this journey of continuous improvement. We cannot wait to see the magic you will create as a team member, building on our values of customer centricity, absolute ownership, fearlessness, and respect for all.

Thank you for trusting us and our mission to redefine the experience of how we shop and access our cities and neighborhoods.

We officially look forward to offering you the role “**SDET I**” with a total compensation of **INR. 18,00,000/- (Rupees Eighteen Lakhs Only)** (Detailed break up can be found in the annexure A below). You will receive **Rs.6,00,000/- (Rupees Six Lakhs only)** as joining bonus which will be paid in two tranches i.e., **Rs 3,00,000/-** will be paid on or before the end of the month of joining and **rest Rs. 3,00,000/-** upon expiry of 12 months from the joining date but subject to completion of two years of employment with Dunzo. Your joining date would be **2<sup>nd</sup> June, 2022**

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We wait with much anticipation to welcome you on your Day 1 @ Dunzo! We have attached a quick checklist of all the documents you are expected to submit in Annexure B of this letter.

Sincerely,



**Dalvir Suri**

**Co-founder**

On behalf of everyone @ Dunzo

**Acceptance:**

I accept this offer of employment with Dunzo and agree to the terms and conditions outlined in this letter.

---

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**Annexure A:**

Detailed breakup:

Particulars	Yearly Amount	Monthly Amount
	Rs.	Rs.
Basic Salary	4,41,225.00	36,769.00
House Rent Allowance	1,76,490.00	14,708.00
LTA	44,123.00	3,677.00
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<b>(A) Gross Salary</b>	<b>9,76,600.00</b>	<b>81,384.00</b>
Employer PF Contribution	23,400.00	1,950.00
<b>Fixed CTC</b>	<b>16,00,000.00</b>	<b>83,334.00</b>
Variable Pay (Payable subject to performance and percentage as decided by the management)	2,00,000.00	16,667.00
<b>Total CTC</b>	<b>18,00,000.00</b>	<b>6,00,000.00</b>
<b><u>(B) Employee Deductions</u></b>		
Provident Fund	1,21,600.00	1,800.00
Professional Tax	2,400.00	200.00
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- We would like to offer you **4 units of ESOPs** with a vesting period of 4 years.
- Dunzo will sponsor medical insurance for you and your family (up to two members). Dunzo also sponsors a 50% of the total premium for parental insurance if opted for.
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**Annexure B:**

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- (a) Photocopies of Your educational qualifications
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- (e) Proof of age
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- (j) Your previous offer letter/ CTC to the previous organization

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Dear Prajwal R,

We are super excited to have you hop onto the Dunzo ride and join in on a rollercoaster of a journey with us. We at Dunzo have the vision of making every city accessible to our users & local commerce efficient; we work towards our mission of making ourselves the logistics layer of the city that we are in.

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Sincerely,



**Dalvir Suri**

**Co-founder**

On behalf of everyone @ Dunzo

**Acceptance:**

I accept this offer of employment with Dunzo and agree to the terms and conditions outlined in this letter.

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Detailed breakup:

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Dear Priyanka Karmakar,

We are super excited to have you hop onto the Dunzo ride and join in on a rollercoaster of a journey with us. We at Dunzo have the vision of making every city accessible to our users & local commerce efficient; we work towards our mission of making ourselves the logistics layer of the city that we are in.

We continue to strive to make digital interactions with the offline world more convenient, safe, and seamless for our users, partners, and merchants - keeping empathy at the core of everything that we do. We eagerly look forward to your commitment to help us become better every day in this journey of continuous improvement. We cannot wait to see the magic you will create as a team member, building on our values of customer centricity, absolute ownership, fearlessness, and respect for all.

Thank you for trusting us and our mission to redefine the experience of how we shop and access our cities and neighborhoods.

We officially look forward to offering you the role “**SDET I**” with a total compensation of **INR. 18,00,000/- (Rupees Eighteen Lakhs Only)** (Detailed break up can be found in the annexure A below). You will receive **Rs.6,00,000/- (Rupees Six Lakhs only)** as joining bonus which will be paid in two tranches i.e., **Rs 3,00,000/-** will be paid on or before the end of the month of joining and **rest Rs. 3,00,000/-** upon expiry of 12 months from the joining date but subject to completion of two years of employment with Dunzo. Your joining date would be **2<sup>nd</sup> June, 2022**

We will need your indication of offer acceptance to proceed with the rest of the joining formalities. You can provide your acceptance to us by (i) signing and returning the duplicate copy of this letter; or (ii) confirming your acceptance on email, where such communication shall be considered as valid acceptance of the offer. We will need your communication of acceptance within 2 days of sharing the offer letter with you, failing which, we will have to regrettably consider the offer void.

We wait with much anticipation to welcome you on your Day 1 @ Dunzo! We have attached a quick checklist of all the documents you are expected to submit in Annexure B of this letter.

Sincerely,



**Dalvir Suri**

**Co-founder**

On behalf of everyone @ Dunzo

**Acceptance:**

I accept this offer of employment with Dunzo and agree to the terms and conditions outlined in this letter.

---

(THIS OFFER SUPERSEDES AND REPLACES ANY PRIOR VERSION OF WRITTEN OR ORAL COMMUNICATION)



**Annexure A:**

Detailed breakup:

Particulars	Yearly Amount	Monthly Amount
	Rs.	Rs.
Basic Salary	4,41,225.00	36,769.00
House Rent Allowance	1,76,490.00	14,708.00
LTA	44,123.00	3,677.00
Mobile and Data Allowance	24,000.00	2,000.00
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Statutory Bonus	0	0
Special Allowance	2,60,762.00	21,730.00
<b>(A) Gross Salary</b>	<b>9,76,600.00</b>	<b>81,384.00</b>
Employer PF Contribution	23,400.00	1,950.00
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<b><u>(B) Employee Deductions</u></b>		
Provident Fund	1,21,600.00	1,800.00
Professional Tax	2,400.00	200.00
Food Allowance Deductions (Paytm Food Wallet)	30,000.00	2,500.00
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- We would like to offer you **4 units of ESOPs** with a vesting period of 4 years.
- Dunzo will sponsor medical insurance for you and your family (up to two members). Dunzo also sponsors a 50% of the total premium for parental insurance if opted for.
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relationship from either party.

**Annexure B:**

We request you to submit a copy of the following documents along with originals (for our examination) on the day of joining.

- (a) Photocopies of Your educational qualifications
- (b) 3 passport size photographs of yourself
- (c) Relieving letter from previous employer
- (d) Recent salary statement, if applicable
- (e) Proof of age
- (f) PF account details
- (g) Income Tax deduction certificate of previous employer
- (h) Pan Copy
- (i) Passport Copy
- (j) Your previous offer letter/ CTC to the previous organization

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Dear Shivaraj S,

We are super excited to have you hop onto the Dunzo ride and join in on a rollercoaster of a journey with us. We at Dunzo have the vision of making every city accessible to our users & local commerce efficient; we work towards our mission of making ourselves the logistics layer of the city that we are in.

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Sincerely,



**Dalvir Suri**

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On behalf of everyone @ Dunzo

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Detailed breakup:

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<b><u>(B) Employee Deductions</u></b>		
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**Annexure B:**

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- (a) Photocopies of Your educational qualifications
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- (f) PF account details
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- (j) Your previous offer letter/ CTC to the previous organization

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Dear Sonali Rnjan,

We are super excited to have you hop onto the Dunzo ride and join in on a rollercoaster of a journey with us. We at Dunzo have the vision of making every city accessible to our users & local commerce efficient; we work towards our mission of making ourselves the logistics layer of the city that we are in.

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Sincerely,



**Dalvir Suri**

**Co-founder**

On behalf of everyone @ Dunzo

**Acceptance:**

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**Annexure A:**

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	Rs.	Rs.
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<b><u>(B) Employee Deductions</u></b>		
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**Annexure B:**

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- (a) Photocopies of Your educational qualifications
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- (j) Your previous offer letter/ CTC to the previous organization

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Dear Tharun R,

We are super excited to have you hop onto the Dunzo ride and join in on a rollercoaster of a journey with us. We at Dunzo have the vision of making every city accessible to our users & local commerce efficient; we work towards our mission of making ourselves the logistics layer of the city that we are in.

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We wait with much anticipation to welcome you on your Day 1 @ Dunzo! We have attached a quick checklist of all the documents you are expected to submit in Annexure B of this letter.

Sincerely,



**Dalvir Suri**

**Co-founder**

On behalf of everyone @ Dunzo

**Acceptance:**

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**Annexure A:**

Detailed breakup:

Particulars	Yearly Amount	Monthly Amount
	Rs.	Rs.
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**Annexure B:**

We request you to submit a copy of the following documents along with originals (for our examination) on the day of joining.

- (a) Photocopies of Your educational qualifications
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Dear Vishal C B,

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Sincerely,



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**Suchitra Choudhury, Clinical Director**

#2153 D Block, Sahakar Nagar, Bengaluru

Phone: 7338012020 | Fax: (312) 929-0324

Email: schoudhury@earlyautismservices.com

RE: OFFER LETTER

NAME: Kavya Maria Gonsalves

Position: Behavior Therapist

Dear Kavya Maria Gonsalves,

After taking several qualified candidates through our interview process, we feel that you would make an excellent addition to the team. I am pleased to extend to you this official offer of employment for the position of 'Behavior Therapist' at Early Autism Services, Bangalore.

Your employment will be subject to an introductory period of 60 (days) during which time you and your supervisor will assess your performance and the appropriateness of your employment with our company.

Your joining date is 1<sup>st</sup> April 2022. You will be working in one of our Bangalore Centres and will report to Janhavi Kelaskar, Centre Head. **Once your training period (Physical, clinical and theoretical training) is over, and you start working independently with clients,** your compensation and benefits package will include the following:

- Annual salary of Rs 2,40,000 (paid monthly) under [exempt] status,
- Sick time per the Employee Handbook and National Legislations where applicable

The annual salary is inclusive of all taxes. Necessary deductions to be made in monthly salary.

This offer of employment is contingent on the successful completion of pre-employment physical/medical assessment, background check and exhibiting the basic necessary skills post joining. While we do not anticipate any concerns with either of these processes, should any findings not meet standards for employment, continuation of your employment will be jeopardized at that time.

On your first day, you will be required to present documents proving your identity and authorization to work in the Bangalore. A list of acceptable documents is included with this letter for your reference.

The Employee Handbook will be shared with you once you join. This document will provide further information regarding the Company's policies, procedures and benefits.

By signing this letter below, you acknowledge receipt and acceptance of our offer. The terms described in this letter replace all prior agreements and/or discussions pertaining to your offer of employment with EAS.

We look forward to having you as part of the team. If you have any questions, please do not hesitate to contact me.



Sincerely,

30<sup>th</sup> March 2022

Suchitra Choudhury, M.A. Clin. Psy., BCBA, IBA  
Clinical Director  
EAS – Bangalore  
Acknowledged and Accepted:

Chief

Kavya Maria Gonsalves PRINT & SIGN  
Gonsalves

Date Kavya Maria



# Early Autism Services

**Suchitra Choudhury, Clinical Director**

#2153 D Block, Sahakar Nagar, Bengaluru

Phone: 7338012020 | Fax: (312) 929-0324

Email: schoudhury@earlyautismservices.com

RE: OFFER LETTER

NAME: MEHVISH PARVEEN

Position: Behavior Therapist

Dear MEHVISH PARVEEN,

After taking several qualified candidates through our interview process, we feel that you would make an excellent addition to the team. I am pleased to extend to you this official offer of employment for the position of 'Behavior Therapist' at Early Autism Services, Bangalore.

Your employment will be subject to an introductory period of 60 (days) during which time you and your supervisor will assess your performance and the appropriateness of your employment with our company.

Your joining date is 1<sup>st</sup> April 2022. You will be working in one of our Bangalore Centres and will report to Janhavi Kelaskar, Centre Head. **Once your training period (Physical, clinical and theoretical training) is over, and you start working independently with clients,** your compensation and benefits package will include the following:

- Annual salary of Rs 2,40,000 (paid monthly) under [exempt] status,
- Sick time per the Employee Handbook and National Legislations where applicable

The annual salary is inclusive of all taxes. Necessary deductions to be made in monthly salary.

This offer of employment is contingent on the successful completion of pre-employment physical/medical assessment, background check and exhibiting the basic necessary skills post joining. While we do not anticipate any concerns with either of these processes, should any findings not meet standards for employment, continuation of your employment will be jeopardized at that time.

On your first day, you will be required to present documents proving your identity and authorization to work in the Bangalore. A list of acceptable documents is included with this letter for your reference.

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We look forward to having you as part of the team. If you have any questions, please do not hesitate to contact me.

Sincerely,

30<sup>th</sup> March 2022

Suchitra Choudhury, M.A. Clin. Psy., BCBA, IBA  
Clinical Director  
EAS – Bangalore  
Acknowledged and Accepted:

Chief

MEHVISH PARVEEN PRINT & SIGN  
PARVEEN

Date MEHVISH

**Suchitra Choudhury, Clinical Director**

#2153 D Block, Sahakar Nagar, Bengaluru

Phone: 7338012020 | Fax: (312) 929-0324

Email: schoudhury@earlyautismservices.com

RE: OFFER LETTER

NAME: MISBAH UROOJ

Position: Behavior Therapist

Dear MISBAH UROOJ,

After taking several qualified candidates through our interview process, we feel that you would make an excellent addition to the team. I am pleased to extend to you this official offer of employment for the position of 'Behavior Therapist' at Early Autism Services, Bangalore.

Your employment will be subject to an introductory period of 60 (days) during which time you and your supervisor will assess your performance and the appropriateness of your employment with our company.

Your joining date is 1<sup>st</sup> April 2022. You will be working in one of our Bangalore Centres and will report to Janhavi Kelaskar, Centre Head. **Once your training period (Physical, clinical and theoretical training) is over, and you start working independently with clients,** your compensation and benefits package will include the following:

- Annual salary of Rs 2,40,000 (paid monthly) under [exempt] status,
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The annual salary is inclusive of all taxes. Necessary deductions to be made in monthly salary.

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On your first day, you will be required to present documents proving your identity and authorization to work in the Bangalore. A list of acceptable documents is included with this letter for your reference.

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We look forward to having you as part of the team. If you have any questions, please do not hesitate to contact me.



Sincerely,

30<sup>th</sup> March 2022

Suchitra Choudhury, M.A. Clin. Psy., BCBA, IBA  
Clinical Director  
EAS – Bangalore  
Acknowledged and Accepted:

Chief

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MISBAH UROOJ PRINT & SIGN

---

Date MISBAH UROOJ

**Suchitra Choudhury, Clinical Director**  
#2153 D Block, Sahakar Nagar, Bengaluru  
Phone: 7338012020 | Fax: (312) 929-0324  
Email: schoudhury@earlyautismservices.com

RE: OFFER LETTER  
NAME: MONISHA A K  
Position: Behavior Therapist

Dear MONISHA A K,

After taking several qualified candidates through our interview process, we feel that you would make an excellent addition to the team. I am pleased to extend to you this official offer of employment for the position of 'Behavior Therapist' at Early Autism Services, Bangalore.

Your employment will be subject to an introductory period of 60 (days) during which time you and your supervisor will assess your performance and the appropriateness of your employment with our company.

Your joining date is 1<sup>st</sup> April 2022. You will be working in one of our Bangalore Centres and will report to Janhavi Kelaskar, Centre Head. **Once your training period (Physical, clinical and theoretical training) is over, and you start working independently with clients,** your compensation and benefits package will include the following:

- Annual salary of Rs 2,40,000 (paid monthly) under [exempt] status,
- Sick time per the Employee Handbook and National Legislations where applicable

The annual salary is inclusive of all taxes. Necessary deductions to be made in monthly salary.

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By signing this letter below, you acknowledge receipt and acceptance of our offer. The terms described in this letter replace all prior agreements and/or discussions pertaining to your offer of employment with EAS.

We look forward to having you as part of the team. If you have any questions, please do not hesitate to contact me.



Sincerely,

30<sup>th</sup> March 2022

Suchitra Choudhury, M.A. Clin. Psy., BCBA, IBA  
Clinical Director  
EAS – Bangalore  
Acknowledged and Accepted:

Chief

---

MONISHA A K PRINT & SIGN

---

Date MONISHA A K



**Suchitra Choudhury, Clinical Director**  
#2153 D Block, Sahakar Nagar, Bengaluru  
Phone: 7338012020 | Fax: (312) 929-0324  
Email: schoudhury@earlyautismservices.com

RE: OFFER LETTER  
NAME: NAVYA SHREE C  
Position: Behavior Therapist

Dear NAVYA SHREE C,

After taking several qualified candidates through our interview process, we feel that you would make an excellent addition to the team. I am pleased to extend to you this official offer of employment for the position of 'Behavior Therapist' at Early Autism Services, Bangalore.

Your employment will be subject to an introductory period of 60 (days) during which time you and your supervisor will assess your performance and the appropriateness of your employment with our company.

Your joining date is 1<sup>st</sup> April 2022. You will be working in one of our Bangalore Centres and will report to Janhavi Kelaskar, Centre Head. **Once your training period (Physical, clinical and theoretical training) is over, and you start working independently with clients,** your compensation and benefits package will include the following:

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By signing this letter below, you acknowledge receipt and acceptance of our offer. The terms described in this letter replace all prior agreements and/or discussions pertaining to your offer of employment with EAS.

We look forward to having you as part of the team. If you have any questions, please do not hesitate to contact me.



Sincerely,

30<sup>th</sup> March 2022

Suchitra Choudhury, M.A. Clin. Psy., BCBA, IBA  
Clinical Director  
EAS – Bangalore  
Acknowledged and Accepted:

Chief

---

NAVYA SHREE C PRINT & SIGN

---

Date NAVYA SHREE C

**Suchitra Choudhury, Clinical Director**

#2153 D Block, Sahakar Nagar, Bengaluru

Phone: 7338012020 | Fax: (312) 929-0324

Email: schoudhury@earlyautismservices.com

RE: OFFER LETTER

NAME: NEHALA PANKOLEKAR

Position: Behavior Therapist

Dear NEHALA PANKOLEKAR,

After taking several qualified candidates through our interview process, we feel that you would make an excellent addition to the team. I am pleased to extend to you this official offer of employment for the position of 'Behavior Therapist' at Early Autism Services, Bangalore.

Your employment will be subject to an introductory period of 60 (days) during which time you and your supervisor will assess your performance and the appropriateness of your employment with our company.

Your joining date is 1<sup>st</sup> April 2022. You will be working in one of our Bangalore Centres and will report to Janhavi Kelaskar, Centre Head. **Once your training period (Physical, clinical and theoretical training) is over, and you start working independently with clients,** your compensation and benefits package will include the following:

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By signing this letter below, you acknowledge receipt and acceptance of our offer. The terms described in this letter replace all prior agreements and/or discussions pertaining to your offer of employment with EAS.

We look forward to having you as part of the team. If you have any questions, please do not hesitate to contact me.



Sincerely,

30<sup>th</sup> March 2022

Suchitra Choudhury, M.A. Clin. Psy., BCBA, IBA  
Clinical Director  
EAS – Bangalore  
Acknowledged and Accepted:

Chief

NEHALA P ANKOLEKAR PRINT & SIGN  
Date NEHALA P ANKOLEKAR

**Suchitra Choudhury, Clinical Director**  
#2153 D Block, Sahakar Nagar, Bengaluru  
Phone: 7338012020 | Fax: (312) 929-0324  
Email: schoudhury@earlyautismservices.com

RE: OFFER LETTER  
NAME: NEYA MANOJ  
Position: Behavior Therapist

Dear NEYA MANOJ,

After taking several qualified candidates through our interview process, we feel that you would make an excellent addition to the team. I am pleased to extend to you this official offer of employment for the position of 'Behavior Therapist' at Early Autism Services, Bangalore.

Your employment will be subject to an introductory period of 60 (days) during which time you and your supervisor will assess your performance and the appropriateness of your employment with our company.

Your joining date is 1<sup>st</sup> April 2022. You will be working in one of our Bangalore Centres and will report to Janhavi Kelaskar, Centre Head. **Once your training period (Physical, clinical and theoretical training) is over, and you start working independently with clients,** your compensation and benefits package will include the following:

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- Sick time per the Employee Handbook and National Legislations where applicable

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On your first day, you will be required to present documents proving your identity and authorization to work in the Bangalore. A list of acceptable documents is included with this letter for your reference.

The Employee Handbook will be shared with you once you join. This document will provide further information regarding the Company's policies, procedures and benefits.

By signing this letter below, you acknowledge receipt and acceptance of our offer. The terms described in this letter replace all prior agreements and/or discussions pertaining to your offer of employment with EAS.

We look forward to having you as part of the team. If you have any questions, please do not hesitate to contact me.



Sincerely,

30<sup>th</sup> March 2022

Suchitra Choudhury, M.A. Clin. Psy., BCBA, IBA  
Clinical Director  
EAS – Bangalore  
Acknowledged and Accepted:

Chief

---

NEYA MANOJ PRINT & SIGN

---

Date NEYA MANOJ



Development Center:

ECOLAB DIGITAL CENTER PRIVATE LTD  
Block-2, 6th Floor, Milestone Buildcon SEZ,  
Thanisandra Main Road, Bangalore,

**20-02-2022**

**Dear AMRITA VARSHINI G K PRABU,**

Ecolab is pleased to offer you the position of **Trainee** starting on **01-06-2022**. You will be located at (BCIT) Bhartiya City, Milestone Buildcon Pvt Ltd SEZ, Thanisandra Main Road, Chokkanahalli Village, Bangalore PIN-560064.

Your all-inclusive annual remuneration package will be **Rs. 900000 ( Nine Lakh Only)** (Subject to deduction of tax and other statutory payments as may be applicable).

Your appointment is contingent upon satisfactory reference & background checks including verification of your application materials, education and employment history. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any non-compete obligations or other restrictive clauses with any previous employer).

**PROBATION:**

You will be on probation for a period of three months before your services will be confirmed.

The probation period can be extended further, if your performance/conduct is not satisfactory.

All other details about the probation and confirmation will be provided in your employment agreement.

**NOTICE PERIOD:**

The notice period required by either party for separation from the organization is 60 days.

All the terms and conditions of the notice period will be provided in the employment agreement. There will be no waiver of the aforesaid notice period requirements unless otherwise specified in this letter or subsequently communicated to you.

**CODE OF CONDUCT:**

You agree to abide by the Company's Code of Conduct and other policies that the Company may adopt from time to time.

—



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ECOLAB DIGITAL CENTER PRIVATE LTD  
Block-2, 6th Floor, Milestone Buildcon SEZ,  
Thanisandra Main Road, Bangalore,

**Joining Bonus:**

In case your offer includes a joining bonus, the same will be paid at the time of confirmation which will be three months based on the role in the organization. If you leave Ecolab Digital Center within 12 months of your start date, you agree to re-pay Joining Bonus on or before the day of your full and final settlement at Ecolab Digital Center.

**TRANSFER OF EMPLOYMENT RELATIONSHIP:**

You agree that if the Company transfers this agreement to Ecolab USA Inc., or any of its subsidiaries now or then existing, subject to applicable law, you may be offered employment with Ecolab or the applicable subsidiary, on the same terms and conditions as to the Company under this letter, prior to such transfer.

**TRAVEL:**

You may be required to travel on Company work and you will be reimbursed expenses as per the Company policy subject to submitting proofs of such expenses.

**WORK SHIFTS:**

Please note that ECOLAB may require you to work in shifts as determined by business needs. Reasonable effort will be made to give you advance notice of such shift changes to minimize any inconvenience to you. Your work timings may vary according to the shift assigned to you. Shift Work will be in accordance with the prevalent "Shift Work Policy" of the Company.

**EMPLOYMENT RESTRICTIONS:**

Your employment with ECOLAB is conditional upon your not being employed simultaneously, whether full time or part time or as a contractor, with any other organization, person or entity. In the event you opt to become a partner in a partnership firm or a Director on the Board of any Company, you are required to seek prior written approval from relevant personnel from the management. ECOLAB will have the sole discretion to approve or disapprove such a request based on ECOLAB's Code of Ethics and other internal guidelines for deciding such requests.

—



Development Center:

ECOLAB DIGITAL CENTER PRIVATE LTD  
Block-2, 6th Floor, Milestone Buildcon SEZ,  
Thanisandra Main Road, Bangalore,

**CHANGE OF ADDRESS:**

You shall keep ECOLAB informed of your latest postal address at all times and intimate in case of change of address. Any communication sent to you by ECOLAB on your last known address (as intimated by you) shall be deemed to have been duly served notwithstanding the fact that you have changed your address.

ECOLAB holds the right to withdraw the offer in case of non-response to our pre-onboarding communication and checks for a period of consecutive 10 days or in the event you accept any another offers after acceptance of our offer.

The above-mentioned terms of your offer letter will not be changed unless they are communicated to you in writing by authorized signatories.

This official offer letter is to be considered and agreed upon within three working days from the offer date (01-04-2022). Failure to accept this within three working days will result in the offer being deemed void.

We look forward to you joining us at the earliest.

Thanking you,

***Supriya Ambuga***

Supriya Ambuga (Feb 20, 2023 12:05 GMT+5.5)

Supriya Ambuga  
Senior Director HR

Date: \_\_\_\_\_

### Salary Annexure

<b>A: Salary Benefits:</b>		
<b>Components:</b>	<b>Annual Salary</b>	<b>Monthly Salary</b>
1. Basic	3,04,151	25,346
2. HRA	1,21,660	10,138
3. LTA	30,415	2,535
4. Special Allowance	2,67,928	22,327
<b>Total Gross - A</b>	<b>7,24,154</b>	<b>60,346</b>
<b>B: Retirement Benefits:</b>		
5. Employers PF contribution	21,600	1,800
6. Gratuity	14,623	1,219
<b>Total - B</b>	<b>26,223</b>	<b>2,609</b>
<b>Total - A+B</b>	<b>7,60,377</b>	<b>62,955</b>
<b>C. Joining Bonus</b>	<b>50,000</b>	
<b>D. Performance bonus 15% on A</b>	<b>1,08,623</b>	
<b>E - Other Benefits</b>		
Insurance	35,000	
WFH setup	7,000	
Internet allowance	9,000	
Upskilling allowance	30,000	
<b>Total</b>	<b>81,000</b>	
<b>Grand Total A to F</b>	<b>900000</b>	

The organization has the right to make changes in policies and processes from time to time to be in line with business needs. In such situations, organization may or may not be able to give advance notice on the changes made.

#### Note:





1. There will be statutory deduction like Income-tax, Profession tax etc. from the above Gross salary indicated.

2. Apart from the CTC indicated, company provide following benefits

#### Other Benefits

Benefits	Frequency of Payment/ Claim
<b>1. Group Medical Insurance</b>	
This is a group medical insurance cover for ECOLAB employees during their employment with ECOLAB which covers the entire family	Annual
<b>2. Group Life Insurance</b>	
Term Life Insurance (TLI) is the most basic form of life insurance. The provides coverage in the event death of the insured individual within his/her ECOLAB tenure	Annual
<b>3. Group Personal Accident Insurance</b>	
Personal accidental is an insurance cover wherein, in the event of the person sustaining bodily injuries resulting solely or directly from an accident by external, violent and visible means, resulting into death or disablement and the coverage	Annual

#### LEAVE POLICY:

All policies are subject to change as deemed by the organization and the candidates/employees will be informed as and when the changes are implemented.

- A. Earned leave (EL):-** These are leaves which an individual team member accumulates or Earns by the end of every month. 1.5 days of EL is added to team member's account, up to a maximum of 18 leaves in a year on a prorated basis, based on the date of joining. EL's cannot be accumulated beyond 45 days in any given point in time. Any leave beyond 45 would get lapsed.
- B. Sick Leave:-** These are leaves which an individual team member gets at the beginning of every quarter. 3 day of sick leave is added to team member's account during every quarter, up to a maximum of 12 leaves in a year on a prorated basis, based on the date of joining. Sick leaves cannot be accumulated and will lapse beyond the calendar year. Unavailed sick leaves cannot be encashed at the time of separation from the COMPANY. More than 2 sick



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Thanisandra Main Road, Bangalore,

leaves at a stretch needs to be justified with medical certificate from the doctor. Earned Leaves and Sick Leave cannot be clubbed together.

**Documents to be submitted prior to joining for Background Check purpose (Scanned format required):**

**Scanned Documents Required:**

1. ID & Address proof for current & permanent address. (Aadhar Card would be Mandatory)
2. PAN Card. Mandatory
3. Passport
4. Last 3 months pay slip
5. Last 2 company relieving & experience letter. (Can be shared a day before the joining date)
6. Mark sheets from 10th to Degree & PG
7. 1 Passport size photo



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ECOLAB DIGITAL CENTER PRIVATE LTD  
Block-2, 6th Floor, Milestone Buildcon SEZ,  
Thanisandra Main Road, Bangalore,

**20-02-2022**

**Dear ATIULLA SHARIFF B,**

Ecolab is pleased to offer you the position of **Trainee** starting on **01-06-2022**. You will be located at (BCIT) Bhartiya City, Milestone Buildcon Pvt Ltd SEZ, Thanisandra Main Road, Chokkanahalli Village, Bangalore PIN-560064.

Your all-inclusive annual remuneration package will be **Rs. 900000 ( Nine Lakh Only)** (Subject to deduction of tax and other statutory payments as may be applicable).

Your appointment is contingent upon satisfactory reference & background checks including verification of your application materials, education and employment history. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any non-compete obligations or other restrictive clauses with any previous employer).

**PROBATION:**

You will be on probation for a period of three months before your services will be confirmed.

The probation period can be extended further, if your performance/conduct is not satisfactory.

All other details about the probation and confirmation will be provided in your employment agreement.

**NOTICE PERIOD:**

The notice period required by either party for separation from the organization is 60 days.

All the terms and conditions of the notice period will be provided in the employment agreement. There will be no waiver of the aforesaid notice period requirements unless otherwise specified in this letter or subsequently communicated to you.

**CODE OF CONDUCT:**

You agree to abide by the Company's Code of Conduct and other policies that the Company may adopt from time to time.

—



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ECOLAB DIGITAL CENTER PRIVATE LTD  
Block-2, 6th Floor, Milestone Buildcon SEZ,  
Thanisandra Main Road, Bangalore,

**Joining Bonus:**

In case your offer includes a joining bonus, the same will be paid at the time of confirmation which will be three months based on the role in the organization. If you leave Ecolab Digital Center within 12 months of your start date, you agree to re-pay Joining Bonus on or before the day of your full and final settlement at Ecolab Digital Center.

**TRANSFER OF EMPLOYMENT RELATIONSHIP:**

You agree that if the Company transfers this agreement to Ecolab USA Inc., or any of its subsidiaries now or then existing, subject to applicable law, you may be offered employment with Ecolab or the applicable subsidiary, on the same terms and conditions as to the Company under this letter, prior to such transfer.

**TRAVEL:**

You may be required to travel on Company work and you will be reimbursed expenses as per the Company policy subject to submitting proofs of such expenses.

**WORK SHIFTS:**

Please note that ECOLAB may require you to work in shifts as determined by business needs. Reasonable effort will be made to give you advance notice of such shift changes to minimize any inconvenience to you. Your work timings may vary according to the shift assigned to you. Shift Work will be in accordance with the prevalent "Shift Work Policy" of the Company.

**EMPLOYMENT RESTRICTIONS:**

Your employment with ECOLAB is conditional upon your not being employed simultaneously, whether full time or part time or as a contractor, with any other organization, person or entity. In the event you opt to become a partner in a partnership firm or a Director on the Board of any Company, you are required to seek prior written approval from relevant personnel from the management. ECOLAB will have the sole discretion to approve or disapprove such a request based on ECOLAB's Code of Ethics and other internal guidelines for deciding such requests.

—



Development Center:

ECOLAB DIGITAL CENTER PRIVATE LTD  
Block-2, 6th Floor, Milestone Buildcon SEZ,  
Thanisandra Main Road, Bangalore,

#### CHANGE OF ADDRESS:

You shall keep ECOLAB informed of your latest postal address at all times and intimate in case of change of address. Any communication sent to you by ECOLAB on your last known address (as intimated by you) shall be deemed to have been duly served notwithstanding the fact that you have changed your address.

ECOLAB holds the right to withdraw the offer in case of non-response to our pre-onboarding communication and checks for a period of consecutive 10 days or in the event you accept any another offers after acceptance of our offer.

The above-mentioned terms of your offer letter will not be changed unless they are communicated to you in writing by authorized signatories.

This official offer letter is to be considered and agreed upon within three working days from the offer date (01-04-2022). Failure to accept this within three working days will result in the offer being deemed void.

We look forward to you joining us at the earliest.

Thanking you,

***Supriya Ambuga***

Supriya Ambuga (Feb 20, 2023 12:05 GMT+5.5)

Supriya Ambuga  
Senior Director HR

Date: \_\_\_\_\_

### Salary Annexure

<b>A: Salary Benefits:</b>		
<b>Components:</b>	<b>Annual Salary</b>	<b>Monthly Salary</b>
1. Basic	3,04,151	25,346
2. HRA	1,21,660	10,138
3. LTA	30,415	2,535
4. Special Allowance	2,67,928	22,327
<b>Total Gross - A</b>	<b>7,24,154</b>	<b>60,346</b>
<b>B: Retirement Benefits:</b>		
5. Employers PF contribution	21,600	1,800
6. Gratuity	14,623	1,219
<b>Total - B</b>	<b>26,223</b>	<b>2,609</b>
<b>Total - A+B</b>	<b>7,60,377</b>	<b>62,955</b>
<b>C. Joining Bonus</b>	<b>50,000</b>	
<b>D. Performance bonus 15% on A</b>	<b>1,08,623</b>	
<b>E - Other Benefits</b>		
Insurance	35,000	
WFH setup	7,000	
Internet allowance	9,000	
Upskilling allowance	30,000	
<b>Total</b>	<b>81,000</b>	
<b>Grand Total A to F</b>	<b>900000</b>	

The organization has the right to make changes in policies and processes from time to time to be in line with business needs. In such situations, organization may or may not be able to give advance notice on the changes made.

**Note:**



1. There will be statutory deduction like Income-tax, Profession tax etc. from the above Gross salary indicated.
2. Apart from the CTC indicated, company provide following benefits

#### Other Benefits

Benefits	Frequency of Payment/ Claim
<b>1. Group Medical Insurance</b>	
This is a group medical insurance cover for ECOLAB employees during their employment with ECOLAB which covers the entire family	Annual
<b>2. Group Life Insurance</b>	
Term Life Insurance (TLI) is the most basic form of life insurance. The provides coverage in the event death of the insured individual within his/her ECOLAB tenure	Annual
<b>3. Group Personal Accident Insurance</b>	
Personal accidental is an insurance cover wherein, in the event of the person sustaining bodily injuries resulting solely or directly from an accident by external, violent and visible means, resulting into death or disablement and the coverage	Annual

#### LEAVE POLICY:

All policies are subject to change as deemed by the organization and the candidates/employees will be informed as and when the changes are implemented.

- A. Earned leave (EL):-** These are leaves which an individual team member accumulates or Earns by the end of every month. 1.5 days of EL is added to team member's account, up to a maximum of 18 leaves in a year on a prorated basis, based on the date of joining. EL's cannot be accumulated beyond 45 days in any given point in time. Any leave beyond 45 would get lapsed.
- B. Sick Leave:-** These are leaves which an individual team member gets at the beginning of every quarter. 3 day of sick leave is added to team member's account during every quarter, up to a maximum of 12 leaves in a year on a prorated basis, based on the date of joining. Sick leaves cannot be accumulated and will lapse beyond the calendar year. Unavailed sick leaves cannot be encashed at the time of separation from the COMPANY. More than 2 sick



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leaves at a stretch needs to be justified with medical certificate from the doctor. Earned Leaves and Sick Leave cannot be clubbed together.

**Documents to be submitted prior to joining for Background Check purpose (Scanned format required):**

**Scanned Documents Required:**

1. ID & Address proof for current & permanent address. (Aadhar Card would be Mandatory)
2. PAN Card. Mandatory
3. Passport
4. Last 3 months pay slip
5. Last 2 company relieving & experience letter. (Can be shared a day before the joining date)
6. Mark sheets from 10th to Degree & PG
7. 1 Passport size photo





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**20-02-2022**

**Dear AURANGAZEB,**

Ecolab is pleased to offer you the position of **Trainee** starting on **01-06-2022**. You will be located at (BCIT) Bhartiya City, Milestone Buildcon Pvt Ltd SEZ, Thanisandra Main Road, Chokkanahalli Village, Bangalore PIN-560064.

Your all-inclusive annual remuneration package will be **Rs. 900000 ( Nine Lakh Only)** (Subject to deduction of tax and other statutory payments as may be applicable).

Your appointment is contingent upon satisfactory reference & background checks including verification of your application materials, education and employment history. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any non-compete obligations or other restrictive clauses with any previous employer).

**PROBATION:**

You will be on probation for a period of three months before your services will be confirmed.

The probation period can be extended further, if your performance/conduct is not satisfactory.

All other details about the probation and confirmation will be provided in your employment agreement.

**NOTICE PERIOD:**

The notice period required by either party for separation from the organization is 60 days.

All the terms and conditions of the notice period will be provided in the employment agreement. There will be no waiver of the aforesaid notice period requirements unless otherwise specified in this letter or subsequently communicated to you.

**CODE OF CONDUCT:**

You agree to abide by the Company's Code of Conduct and other policies that the Company may adopt from time to time.

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**Joining Bonus:**

In case your offer includes a joining bonus, the same will be paid at the time of confirmation which will be three months based on the role in the organization. If you leave Ecolab Digital Center within 12 months of your start date, you agree to re-pay Joining Bonus on or before the day of your full and final settlement at Ecolab Digital Center.

**TRANSFER OF EMPLOYMENT RELATIONSHIP:**

You agree that if the Company transfers this agreement to Ecolab USA Inc., or any of its subsidiaries now or then existing, subject to applicable law, you may be offered employment with Ecolab or the applicable subsidiary, on the same terms and conditions as to the Company under this letter, prior to such transfer.

**TRAVEL:**

You may be required to travel on Company work and you will be reimbursed expenses as per the Company policy subject to submitting proofs of such expenses.

**WORK SHIFTS:**

Please note that ECOLAB may require you to work in shifts as determined by business needs. Reasonable effort will be made to give you advance notice of such shift changes to minimize any inconvenience to you. Your work timings may vary according to the shift assigned to you. Shift Work will be in accordance with the prevalent "Shift Work Policy" of the Company.

**EMPLOYMENT RESTRICTIONS:**

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#### CHANGE OF ADDRESS:

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ECOLAB holds the right to withdraw the offer in case of non-response to our pre-onboarding communication and checks for a period of consecutive 10 days or in the event you accept any another offers after acceptance of our offer.

The above-mentioned terms of your offer letter will not be changed unless they are communicated to you in writing by authorized signatories.

This official offer letter is to be considered and agreed upon within three working days from the offer date (01-04-2022). Failure to accept this within three working days will result in the offer being deemed void.

We look forward to you joining us at the earliest.

Thanking you,

***Supriya Ambuga***

Supriya Ambuga (Feb 20, 2023 12:05 GMT+5.5)

Supriya Ambuga  
Senior Director HR

Date: \_\_\_\_\_

**Salary Annexure**

<b>A: Salary Benefits:</b>		
<b>Components:</b>	<b>Annual Salary</b>	<b>Monthly Salary</b>
1. Basic	3,04,151	25,346
2. HRA	1,21,660	10,138
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<b>Total Gross - A</b>	<b>7,24,154</b>	<b>60,346</b>
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5. Employers PF contribution	21,600	1,800
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<b>C. Joining Bonus</b>	<b>50,000</b>	
<b>D. Performance bonus 15% on A</b>	<b>1,08,623</b>	
<b>E - Other Benefits</b>		
Insurance	35,000	
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<b>Total</b>	<b>81,000</b>	
<b>Grand Total A to F</b>	<b>900000</b>	

The organization has the right to make changes in policies and processes from time to time to be in line with business needs. In such situations, organization may or may not be able to give advance notice on the changes made.

**Note:**



1. There will be statutory deduction like Income-tax, Profession tax etc. from the above Gross salary indicated.

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#### Other Benefits

Benefits	Frequency of Payment/ Claim
<b>1. Group Medical Insurance</b>	
This is a group medical insurance cover for ECOLAB employees during their employment with ECOLAB which covers the entire family	Annual
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**20-02-2022**

**Dear BIJOY JOSEPH,**

Ecolab is pleased to offer you the position of **Trainee** starting on **01-06-2022**. You will be located at (BCIT) Bhartiya City, Milestone Buildcon Pvt Ltd SEZ, Thanisandra Main Road, Chokkanahalli Village, Bangalore PIN-560064.

Your all-inclusive annual remuneration package will be **Rs. 900000 ( Nine Lakh Only)** (Subject to deduction of tax and other statutory payments as may be applicable).

Your appointment is contingent upon satisfactory reference & background checks including verification of your application materials, education and employment history. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any non-compete obligations or other restrictive clauses with any previous employer).

**PROBATION:**

You will be on probation for a period of three months before your services will be confirmed.

The probation period can be extended further, if your performance/conduct is not satisfactory.

All other details about the probation and confirmation will be provided in your employment agreement.

**NOTICE PERIOD:**

The notice period required by either party for separation from the organization is 60 days.

All the terms and conditions of the notice period will be provided in the employment agreement. There will be no waiver of the aforesaid notice period requirements unless otherwise specified in this letter or subsequently communicated to you.

**CODE OF CONDUCT:**

You agree to abide by the Company's Code of Conduct and other policies that the Company may adopt from time to time.

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**Joining Bonus:**

In case your offer includes a joining bonus, the same will be paid at the time of confirmation which will be three months based on the role in the organization. If you leave Ecolab Digital Center within 12 months of your start date, you agree to re-pay Joining Bonus on or before the day of your full and final settlement at Ecolab Digital Center.

**TRANSFER OF EMPLOYMENT RELATIONSHIP:**

You agree that if the Company transfers this agreement to Ecolab USA Inc., or any of its subsidiaries now or then existing, subject to applicable law, you may be offered employment with Ecolab or the applicable subsidiary, on the same terms and conditions as to the Company under this letter, prior to such transfer.

**TRAVEL:**

You may be required to travel on Company work and you will be reimbursed expenses as per the Company policy subject to submitting proofs of such expenses.

**WORK SHIFTS:**

Please note that ECOLAB may require you to work in shifts as determined by business needs. Reasonable effort will be made to give you advance notice of such shift changes to minimize any inconvenience to you. Your work timings may vary according to the shift assigned to you. Shift Work will be in accordance with the prevalent "Shift Work Policy" of the Company.

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This official offer letter is to be considered and agreed upon within three working days from the offer date (01-04-2022). Failure to accept this within three working days will result in the offer being deemed void.

We look forward to you joining us at the earliest.

Thanking you,

***Supriya Ambuga***

Supriya Ambuga (Feb 20, 2023 12:05 GMT+5.5)

Supriya Ambuga  
Senior Director HR

Date: \_\_\_\_\_

### Salary Annexure

<b>A: Salary Benefits:</b>		
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1. Basic	3,04,151	25,346
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**20-02-2022**

**Dear BLESSY R S,**

Ecolab is pleased to offer you the position of **Trainee** starting on **01-06-2022**. You will be located at (BCIT) Bhartiya City, Milestone Buildcon Pvt Ltd SEZ, Thanisandra Main Road, Chokkanahalli Village, Bangalore PIN-560064.

Your all-inclusive annual remuneration package will be **Rs. 900000 ( Nine Lakh Only)** (Subject to deduction of tax and other statutory payments as may be applicable).

Your appointment is contingent upon satisfactory reference & background checks including verification of your application materials, education and employment history. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any non-compete obligations or other restrictive clauses with any previous employer).

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**Joining Bonus:**

In case your offer includes a joining bonus, the same will be paid at the time of confirmation which will be three months based on the role in the organization. If you leave Ecolab Digital Center within 12 months of your start date, you agree to re-pay Joining Bonus on or before the day of your full and final settlement at Ecolab Digital Center.

**TRANSFER OF EMPLOYMENT RELATIONSHIP:**

You agree that if the Company transfers this agreement to Ecolab USA Inc., or any of its subsidiaries now or then existing, subject to applicable law, you may be offered employment with Ecolab or the applicable subsidiary, on the same terms and conditions as to the Company under this letter, prior to such transfer.

**TRAVEL:**

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Supriya Ambuga (Feb 20, 2023 12:05 GMT+5.5)

Supriya Ambuga  
Senior Director HR

Date: \_\_\_\_\_

### Salary Annexure

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Thanisandra Main Road, Bangalore,

**20-02-2022**

**Dear C KUNAL,**

Ecolab is pleased to offer you the position of **Trainee** starting on **01-06-2022**. You will be located at (BCIT) Bhartiya City, Milestone Buildcon Pvt Ltd SEZ, Thanisandra Main Road, Chokkanahalli Village, Bangalore PIN-560064.

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In case your offer includes a joining bonus, the same will be paid at the time of confirmation which will be three months based on the role in the organization. If you leave Ecolab Digital Center within 12 months of your start date, you agree to re-pay Joining Bonus on or before the day of your full and final settlement at Ecolab Digital Center.

**TRANSFER OF EMPLOYMENT RELATIONSHIP:**

You agree that if the Company transfers this agreement to Ecolab USA Inc., or any of its subsidiaries now or then existing, subject to applicable law, you may be offered employment with Ecolab or the applicable subsidiary, on the same terms and conditions as to the Company under this letter, prior to such transfer.

**TRAVEL:**

You may be required to travel on Company work and you will be reimbursed expenses as per the Company policy subject to submitting proofs of such expenses.

**WORK SHIFTS:**

Please note that ECOLAB may require you to work in shifts as determined by business needs. Reasonable effort will be made to give you advance notice of such shift changes to minimize any inconvenience to you. Your work timings may vary according to the shift assigned to you. Shift Work will be in accordance with the prevalent "Shift Work Policy" of the Company.

**EMPLOYMENT RESTRICTIONS:**

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—



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ECOLAB DIGITAL CENTER PRIVATE LTD  
Block-2, 6th Floor, Milestone Buildcon SEZ,  
Thanisandra Main Road, Bangalore,

**CHANGE OF ADDRESS:**

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ECOLAB holds the right to withdraw the offer in case of non-response to our pre-onboarding communication and checks for a period of consecutive 10 days or in the event you accept any another offers after acceptance of our offer.

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This official offer letter is to be considered and agreed upon within three working days from the offer date (01-04-2022). Failure to accept this within three working days will result in the offer being deemed void.

We look forward to you joining us at the earliest.

Thanking you,

***Supriya Ambuga***

Supriya Ambuga (Feb 20, 2023 12:05 GMT+5.5)

Supriya Ambuga  
Senior Director HR

Date: \_\_\_\_\_

### Salary Annexure

<b>A: Salary Benefits:</b>		
<b>Components:</b>	<b>Annual Salary</b>	<b>Monthly Salary</b>
1. Basic	3,04,151	25,346
2. HRA	1,21,660	10,138
3. LTA	30,415	2,535
4. Special Allowance	2,67,928	22,327
<b>Total Gross - A</b>	<b>7,24,154</b>	<b>60,346</b>
<b>B: Retirement Benefits:</b>		
5. Employers PF contribution	21,600	1,800
6. Gratuity	14,623	1,219
<b>Total - B</b>	<b>26,223</b>	<b>2,609</b>
<b>Total - A+B</b>	<b>7,60,377</b>	<b>62,955</b>
<b>C. Joining Bonus</b>	<b>50,000</b>	
<b>D. Performance bonus 15% on A</b>	<b>1,08,623</b>	
<b>E - Other Benefits</b>		
Insurance	35,000	
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Upskilling allowance	30,000	
<b>Total</b>	<b>81,000</b>	
<b>Grand Total A to F</b>	<b>900000</b>	

The organization has the right to make changes in policies and processes from time to time to be in line with business needs. In such situations, organization may or may not be able to give advance notice on the changes made.

**Note:**



1. There will be statutory deduction like Income-tax, Profession tax etc. from the above Gross salary indicated.

2. Apart from the CTC indicated, company provide following benefits

#### Other Benefits

Benefits	Frequency of Payment/ Claim
<b>1. Group Medical Insurance</b>	
This is a group medical insurance cover for ECOLAB employees during their employment with ECOLAB which covers the entire family	Annual
<b>2. Group Life Insurance</b>	
Term Life Insurance (TLI) is the most basic form of life insurance. The provides coverage in the event death of the insured individual within his/her ECOLAB tenure	Annual
<b>3. Group Personal Accident Insurance</b>	
Personal accidental is an insurance cover wherein, in the event of the person sustaining bodily injuries resulting solely or directly from an accident by external, violent and visible means, resulting into death or disablement and the coverage	Annual

#### LEAVE POLICY:

All policies are subject to change as deemed by the organization and the candidates/employees will be informed as and when the changes are implemented.

- A. Earned leave (EL):-** These are leaves which an individual team member accumulates or Earns by the end of every month. 1.5 days of EL is added to team member's account, up to a maximum of 18 leaves in a year on a prorated basis, based on the date of joining. EL's cannot be accumulated beyond 45 days in any given point in time. Any leave beyond 45 would get lapsed.
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**Documents to be submitted prior to joining for Background Check purpose (Scanned format required):**

**Scanned Documents Required:**

1. ID & Address proof for current & permanent address. (Aadhar Card would be Mandatory)
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4. Last 3 months pay slip
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**20-02-2022**

**Dear CALEB EBENEZER BASKER,**

Ecolab is pleased to offer you the position of **Trainee** starting on **01-06-2022**. You will be located at (BCIT) Bhartiya City, Milestone Buildcon Pvt Ltd SEZ, Thanisandra Main Road, Chokkanahalli Village, Bangalore PIN-560064.

Your all-inclusive annual remuneration package will be **Rs. 900000 ( Nine Lakh Only)** (Subject to deduction of tax and other statutory payments as may be applicable).

Your appointment is contingent upon satisfactory reference & background checks including verification of your application materials, education and employment history. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any non-compete obligations or other restrictive clauses with any previous employer).

**PROBATION:**

You will be on probation for a period of three months before your services will be confirmed.

The probation period can be extended further, if your performance/conduct is not satisfactory.

All other details about the probation and confirmation will be provided in your employment agreement.

**NOTICE PERIOD:**

The notice period required by either party for separation from the organization is 60 days.

All the terms and conditions of the notice period will be provided in the employment agreement. There will be no waiver of the aforesaid notice period requirements unless otherwise specified in this letter or subsequently communicated to you.

**CODE OF CONDUCT:**

You agree to abide by the Company's Code of Conduct and other policies that the Company may adopt from time to time.

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**Joining Bonus:**

In case your offer includes a joining bonus, the same will be paid at the time of confirmation which will be three months based on the role in the organization. If you leave Ecolab Digital Center within 12 months of your start date, you agree to re-pay Joining Bonus on or before the day of your full and final settlement at Ecolab Digital Center.

**TRANSFER OF EMPLOYMENT RELATIONSHIP:**

You agree that if the Company transfers this agreement to Ecolab USA Inc., or any of its subsidiaries now or then existing, subject to applicable law, you may be offered employment with Ecolab or the applicable subsidiary, on the same terms and conditions as to the Company under this letter, prior to such transfer.

**TRAVEL:**

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**WORK SHIFTS:**

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We look forward to you joining us at the earliest.

Thanking you,

***Supriya Ambuga***

Supriya Ambuga (Feb 20, 2023 12:05 GMT+5.5)

Supriya Ambuga  
Senior Director HR

Date: \_\_\_\_\_

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This is a group medical insurance cover for ECOLAB employees during their employment with ECOLAB which covers the entire family	Annual
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**20-02-2022**

**Dear CALEB PRAJAI CHRISTOPHER,**

Ecolab is pleased to offer you the position of **Trainee** starting on **01-06-2022**. You will be located at (BCIT) Bhartiya City, Milestone Buildcon Pvt Ltd SEZ, Thanisandra Main Road, Chokkanahalli Village, Bangalore PIN-560064.

Your all-inclusive annual remuneration package will be **Rs. 900000 ( Nine Lakh Only)** (Subject to deduction of tax and other statutory payments as may be applicable).

Your appointment is contingent upon satisfactory reference & background checks including verification of your application materials, education and employment history. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any non-compete obligations or other restrictive clauses with any previous employer).

**PROBATION:**

You will be on probation for a period of three months before your services will be confirmed.

The probation period can be extended further, if your performance/conduct is not satisfactory.

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**NOTICE PERIOD:**

The notice period required by either party for separation from the organization is 60 days.

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**CODE OF CONDUCT:**

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**Joining Bonus:**

In case your offer includes a joining bonus, the same will be paid at the time of confirmation which will be three months based on the role in the organization. If you leave Ecolab Digital Center within 12 months of your start date, you agree to re-pay Joining Bonus on or before the day of your full and final settlement at Ecolab Digital Center.

**TRANSFER OF EMPLOYMENT RELATIONSHIP:**

You agree that if the Company transfers this agreement to Ecolab USA Inc., or any of its subsidiaries now or then existing, subject to applicable law, you may be offered employment with Ecolab or the applicable subsidiary, on the same terms and conditions as to the Company under this letter, prior to such transfer.

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Thanking you,

***Supriya Ambuga***

Supriya Ambuga (Feb 20, 2023 12:05 GMT+5.5)

Supriya Ambuga  
Senior Director HR

Date: \_\_\_\_\_

### Salary Annexure

<b>A: Salary Benefits:</b>		
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**20-02-2022**

**Dear CHANCHAL LAL BALANI,**

Ecolab is pleased to offer you the position of **Trainee** starting on **01-06-2022**. You will be located at (BCIT) Bhartiya City, Milestone Buildcon Pvt Ltd SEZ, Thanisandra Main Road, Chokkanahalli Village, Bangalore PIN-560064.

Your all-inclusive annual remuneration package will be **Rs. 900000 ( Nine Lakh Only)** (Subject to deduction of tax and other statutory payments as may be applicable).

Your appointment is contingent upon satisfactory reference & background checks including verification of your application materials, education and employment history. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any non-compete obligations or other restrictive clauses with any previous employer).

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**Joining Bonus:**

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We look forward to you joining us at the earliest.

Thanking you,

***Supriya Ambuga***

Supriya Ambuga (Feb 20, 2023 12:05 GMT+5.5)

Supriya Ambuga  
Senior Director HR

Date: \_\_\_\_\_

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**Note:**





1. There will be statutory deduction like Income-tax, Profession tax etc. from the above Gross salary indicated.

2. Apart from the CTC indicated, company provide following benefits

#### Other Benefits

Benefits	Frequency of Payment/ Claim
<b>1. Group Medical Insurance</b>	
This is a group medical insurance cover for ECOLAB employees during their employment with ECOLAB which covers the entire family	Annual
<b>2. Group Life Insurance</b>	
Term Life Insurance (TLI) is the most basic form of life insurance. The provides coverage in the event death of the insured individual within his/her ECOLAB tenure	Annual
<b>3. Group Personal Accident Insurance</b>	
Personal accidental is an insurance cover wherein, in the event of the person sustaining bodily injuries resulting solely or directly from an accident by external, violent and visible means, resulting into death or disablement and the coverage	Annual

#### LEAVE POLICY:

All policies are subject to change as deemed by the organization and the candidates/employees will be informed as and when the changes are implemented.

- A. Earned leave (EL):-** These are leaves which an individual team member accumulates or Earns by the end of every month. 1.5 days of EL is added to team member's account, up to a maximum of 18 leaves in a year on a prorated basis, based on the date of joining. EL's cannot be accumulated beyond 45 days in any given point in time. Any leave beyond 45 would get lapsed.
- B. Sick Leave:-** These are leaves which an individual team member gets at the beginning of every quarter. 3 day of sick leave is added to team member's account during every quarter, up to a maximum of 12 leaves in a year on a prorated basis, based on the date of joining. Sick leaves cannot be accumulated and will lapse beyond the calendar year. Unavailed sick leaves cannot be encashed at the time of separation from the COMPANY. More than 2 sick



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leaves at a stretch needs to be justified with medical certificate from the doctor. Earned Leaves and Sick Leave cannot be clubbed together.

**Documents to be submitted prior to joining for Background Check purpose (Scanned format required):**

**Scanned Documents Required:**

1. ID & Address proof for current & permanent address. (Aadhar Card would be Mandatory)
2. PAN Card. Mandatory
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4. Last 3 months pay slip
5. Last 2 company relieving & experience letter. (Can be shared a day before the joining date)
6. Mark sheets from 10th to Degree & PG
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**20-02-2022**

**Dear CHANDRU M,**

Ecolab is pleased to offer you the position of **Trainee** starting on **01-06-2022**. You will be located at (BCIT) Bhartiya City, Milestone Buildcon Pvt Ltd SEZ, Thanisandra Main Road, Chokkanahalli Village, Bangalore PIN-560064.

Your all-inclusive annual remuneration package will be **Rs. 900000 ( Nine Lakh Only)** (Subject to deduction of tax and other statutory payments as may be applicable).

Your appointment is contingent upon satisfactory reference & background checks including verification of your application materials, education and employment history. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any non-compete obligations or other restrictive clauses with any previous employer).

**PROBATION:**

You will be on probation for a period of three months before your services will be confirmed.

The probation period can be extended further, if your performance/conduct is not satisfactory.

All other details about the probation and confirmation will be provided in your employment agreement.

**NOTICE PERIOD:**

The notice period required by either party for separation from the organization is 60 days.

All the terms and conditions of the notice period will be provided in the employment agreement. There will be no waiver of the aforesaid notice period requirements unless otherwise specified in this letter or subsequently communicated to you.

**CODE OF CONDUCT:**

You agree to abide by the Company's Code of Conduct and other policies that the Company may adopt from time to time.

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**Joining Bonus:**

In case your offer includes a joining bonus, the same will be paid at the time of confirmation which will be three months based on the role in the organization. If you leave Ecolab Digital Center within 12 months of your start date, you agree to re-pay Joining Bonus on or before the day of your full and final settlement at Ecolab Digital Center.

**TRANSFER OF EMPLOYMENT RELATIONSHIP:**

You agree that if the Company transfers this agreement to Ecolab USA Inc., or any of its subsidiaries now or then existing, subject to applicable law, you may be offered employment with Ecolab or the applicable subsidiary, on the same terms and conditions as to the Company under this letter, prior to such transfer.

**TRAVEL:**

You may be required to travel on Company work and you will be reimbursed expenses as per the Company policy subject to submitting proofs of such expenses.

**WORK SHIFTS:**

Please note that ECOLAB may require you to work in shifts as determined by business needs. Reasonable effort will be made to give you advance notice of such shift changes to minimize any inconvenience to you. Your work timings may vary according to the shift assigned to you. Shift Work will be in accordance with the prevalent "Shift Work Policy" of the Company.

**EMPLOYMENT RESTRICTIONS:**

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#### CHANGE OF ADDRESS:

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ECOLAB holds the right to withdraw the offer in case of non-response to our pre-onboarding communication and checks for a period of consecutive 10 days or in the event you accept any another offers after acceptance of our offer.

The above-mentioned terms of your offer letter will not be changed unless they are communicated to you in writing by authorized signatories.

This official offer letter is to be considered and agreed upon within three working days from the offer date (01-04-2022). Failure to accept this within three working days will result in the offer being deemed void.

We look forward to you joining us at the earliest.

Thanking you,

***Supriya Ambuga***

Supriya Ambuga (Feb 20, 2023 12:05 GMT+5.5)

Supriya Ambuga  
Senior Director HR

Date: \_\_\_\_\_

### Salary Annexure

<b>A: Salary Benefits:</b>		
<b>Components:</b>	<b>Annual Salary</b>	<b>Monthly Salary</b>
1. Basic	3,04,151	25,346
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5. Employers PF contribution	21,600	1,800
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<b>C. Joining Bonus</b>	<b>50,000</b>	
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Insurance	35,000	
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**20-02-2022**

**Dear CJ NISHYANTH,**

Ecolab is pleased to offer you the position of **Trainee** starting on **01-06-2022**. You will be located at (BCIT) Bhartiya City, Milestone Buildcon Pvt Ltd SEZ, Thanisandra Main Road, Chokkanahalli Village, Bangalore PIN-560064.

Your all-inclusive annual remuneration package will be **Rs. 900000 ( Nine Lakh Only)** (Subject to deduction of tax and other statutory payments as may be applicable).

Your appointment is contingent upon satisfactory reference & background checks including verification of your application materials, education and employment history. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any non-compete obligations or other restrictive clauses with any previous employer).

**PROBATION:**

You will be on probation for a period of three months before your services will be confirmed.

The probation period can be extended further, if your performance/conduct is not satisfactory.

All other details about the probation and confirmation will be provided in your employment agreement.

**NOTICE PERIOD:**

The notice period required by either party for separation from the organization is 60 days.

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**CODE OF CONDUCT:**

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**Joining Bonus:**

In case your offer includes a joining bonus, the same will be paid at the time of confirmation which will be three months based on the role in the organization. If you leave Ecolab Digital Center within 12 months of your start date, you agree to re-pay Joining Bonus on or before the day of your full and final settlement at Ecolab Digital Center.

**TRANSFER OF EMPLOYMENT RELATIONSHIP:**

You agree that if the Company transfers this agreement to Ecolab USA Inc., or any of its subsidiaries now or then existing, subject to applicable law, you may be offered employment with Ecolab or the applicable subsidiary, on the same terms and conditions as to the Company under this letter, prior to such transfer.

**TRAVEL:**

You may be required to travel on Company work and you will be reimbursed expenses as per the Company policy subject to submitting proofs of such expenses.

**WORK SHIFTS:**

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We look forward to you joining us at the earliest.

Thanking you,

***Supriya Ambuga***

Supriya Ambuga (Feb 20, 2023 12:05 GMT+5.5)

Supriya Ambuga  
Senior Director HR

Date: \_\_\_\_\_

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**20-02-2022**

**Dear DANI V R,**

Ecolab is pleased to offer you the position of **Trainee** starting on **01-06-2022**. You will be located at (BCIT) Bhartiya City, Milestone Buildcon Pvt Ltd SEZ, Thanisandra Main Road, Chokkanahalli Village, Bangalore PIN-560064.

Your all-inclusive annual remuneration package will be **Rs. 900000 ( Nine Lakh Only)** (Subject to deduction of tax and other statutory payments as may be applicable).

Your appointment is contingent upon satisfactory reference & background checks including verification of your application materials, education and employment history. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any non-compete obligations or other restrictive clauses with any previous employer).

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**Joining Bonus:**

In case your offer includes a joining bonus, the same will be paid at the time of confirmation which will be three months based on the role in the organization. If you leave Ecolab Digital Center within 12 months of your start date, you agree to re-pay Joining Bonus on or before the day of your full and final settlement at Ecolab Digital Center.

**TRANSFER OF EMPLOYMENT RELATIONSHIP:**

You agree that if the Company transfers this agreement to Ecolab USA Inc., or any of its subsidiaries now or then existing, subject to applicable law, you may be offered employment with Ecolab or the applicable subsidiary, on the same terms and conditions as to the Company under this letter, prior to such transfer.

**TRAVEL:**

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Supriya Ambuga (Feb 20, 2023 12:05 GMT+5.5)

Supriya Ambuga  
Senior Director HR

Date: \_\_\_\_\_

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**20-02-2022**

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**Joining Bonus:**

In case your offer includes a joining bonus, the same will be paid at the time of confirmation which will be three months based on the role in the organization. If you leave Ecolab Digital Center within 12 months of your start date, you agree to re-pay Joining Bonus on or before the day of your full and final settlement at Ecolab Digital Center.

**TRANSFER OF EMPLOYMENT RELATIONSHIP:**

You agree that if the Company transfers this agreement to Ecolab USA Inc., or any of its subsidiaries now or then existing, subject to applicable law, you may be offered employment with Ecolab or the applicable subsidiary, on the same terms and conditions as to the Company under this letter, prior to such transfer.

**TRAVEL:**

You may be required to travel on Company work and you will be reimbursed expenses as per the Company policy subject to submitting proofs of such expenses.

**WORK SHIFTS:**

Please note that ECOLAB may require you to work in shifts as determined by business needs. Reasonable effort will be made to give you advance notice of such shift changes to minimize any inconvenience to you. Your work timings may vary according to the shift assigned to you. Shift Work will be in accordance with the prevalent "Shift Work Policy" of the Company.

**EMPLOYMENT RESTRICTIONS:**

Your employment with ECOLAB is conditional upon your not being employed simultaneously, whether full time or part time or as a contractor, with any other organization, person or entity. In the event you opt to become a partner in a partnership firm or a Director on the Board of any Company, you are required to seek prior written approval from relevant personnel from the management. ECOLAB will have the sole discretion to approve or disapprove such a request based on ECOLAB's Code of Ethics and other internal guidelines for deciding such requests.

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ECOLAB DIGITAL CENTER PRIVATE LTD  
Block-2, 6th Floor, Milestone Buildcon SEZ,  
Thanisandra Main Road, Bangalore,

#### CHANGE OF ADDRESS:

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ECOLAB holds the right to withdraw the offer in case of non-response to our pre-onboarding communication and checks for a period of consecutive 10 days or in the event you accept any another offers after acceptance of our offer.

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This official offer letter is to be considered and agreed upon within three working days from the offer date (01-04-2022). Failure to accept this within three working days will result in the offer being deemed void.

We look forward to you joining us at the earliest.

Thanking you,

***Supriya Ambuga***

Supriya Ambuga (Feb 20, 2023 12:05 GMT+5.5)

Supriya Ambuga  
Senior Director HR

Date: \_\_\_\_\_

### Salary Annexure

<b>A: Salary Benefits:</b>		
<b>Components:</b>	<b>Annual Salary</b>	<b>Monthly Salary</b>
1. Basic	3,04,151	25,346
2. HRA	1,21,660	10,138
3. LTA	30,415	2,535
4. Special Allowance	2,67,928	22,327
<b>Total Gross - A</b>	<b>7,24,154</b>	<b>60,346</b>
<b>B: Retirement Benefits:</b>		
5. Employers PF contribution	21,600	1,800
6. Gratuity	14,623	1,219
<b>Total - B</b>	<b>26,223</b>	<b>2,609</b>
<b>Total - A+B</b>	<b>7,60,377</b>	<b>62,955</b>
<b>C. Joining Bonus</b>	<b>50,000</b>	
<b>D. Performance bonus 15% on A</b>	<b>1,08,623</b>	
<b>E - Other Benefits</b>		
Insurance	35,000	
WFH setup	7,000	
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Upskilling allowance	30,000	
<b>Total</b>	<b>81,000</b>	
<b>Grand Total A to F</b>	<b>900000</b>	

The organization has the right to make changes in policies and processes from time to time to be in line with business needs. In such situations, organization may or may not be able to give advance notice on the changes made.

#### Note:





1. There will be statutory deduction like Income-tax, Profession tax etc. from the above Gross salary indicated.
2. Apart from the CTC indicated, company provide following benefits

#### Other Benefits

Benefits	Frequency of Payment/ Claim
<b>1. Group Medical Insurance</b>	
This is a group medical insurance cover for ECOLAB employees during their employment with ECOLAB which covers the entire family	Annual
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Term Life Insurance (TLI) is the most basic form of life insurance. The provides coverage in the event death of the insured individual within his/her ECOLAB tenure	Annual
<b>3. Group Personal Accident Insurance</b>	
Personal accidental is an insurance cover wherein, in the event of the person sustaining bodily injuries resulting solely or directly from an accident by external, violent and visible means, resulting into death or disablement and the coverage	Annual

#### LEAVE POLICY:

All policies are subject to change as deemed by the organization and the candidates/employees will be informed as and when the changes are implemented.

- A. Earned leave (EL):-** These are leaves which an individual team member accumulates or Earns by the end of every month. 1.5 days of EL is added to team member's account, up to a maximum of 18 leaves in a year on a prorated basis, based on the date of joining. EL's cannot be accumulated beyond 45 days in any given point in time. Any leave beyond 45 would get lapsed.
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1. ID & Address proof for current & permanent address. (Aadhar Card would be Mandatory)
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**20-02-2022**

**Dear DEVAIAH H B,**

Ecolab is pleased to offer you the position of **Trainee** starting on **01-06-2022**. You will be located at (BCIT) Bhartiya City, Milestone Buildcon Pvt Ltd SEZ, Thanisandra Main Road, Chokkanahalli Village, Bangalore PIN-560064.

Your all-inclusive annual remuneration package will be **Rs. 900000 ( Nine Lakh Only)** (Subject to deduction of tax and other statutory payments as may be applicable).

Your appointment is contingent upon satisfactory reference & background checks including verification of your application materials, education and employment history. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any non-compete obligations or other restrictive clauses with any previous employer).

**PROBATION:**

You will be on probation for a period of three months before your services will be confirmed.

The probation period can be extended further, if your performance/conduct is not satisfactory.

All other details about the probation and confirmation will be provided in your employment agreement.

**NOTICE PERIOD:**

The notice period required by either party for separation from the organization is 60 days.

All the terms and conditions of the notice period will be provided in the employment agreement. There will be no waiver of the aforesaid notice period requirements unless otherwise specified in this letter or subsequently communicated to you.

**CODE OF CONDUCT:**

You agree to abide by the Company's Code of Conduct and other policies that the Company may adopt from time to time.

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**TRANSFER OF EMPLOYMENT RELATIONSHIP:**

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Thanking you,

***Supriya Ambuga***

Supriya Ambuga (Feb 20, 2023 12:05 GMT+5.5)

Supriya Ambuga  
Senior Director HR

Date: \_\_\_\_\_

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Thanisandra Main Road, Bangalore,

**20-02-2022**

**Dear DHANUSH V,**

Ecolab is pleased to offer you the position of **Trainee** starting on **01-06-2022**. You will be located at (BCIT) Bhartiya City, Milestone Buildcon Pvt Ltd SEZ, Thanisandra Main Road, Chokkanahalli Village, Bangalore PIN-560064.

Your all-inclusive annual remuneration package will be **Rs. 900000 ( Nine Lakh Only)** (Subject to deduction of tax and other statutory payments as may be applicable).

Your appointment is contingent upon satisfactory reference & background checks including verification of your application materials, education and employment history. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any non-compete obligations or other restrictive clauses with any previous employer).

**PROBATION:**

You will be on probation for a period of three months before your services will be confirmed.

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**NOTICE PERIOD:**

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**Joining Bonus:**

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Thanking you,

***Supriya Ambuga***

Supriya Ambuga (Feb 20, 2023 12:05 GMT+5.5)

Supriya Ambuga  
Senior Director HR

Date: \_\_\_\_\_

### Salary Annexure

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**20-02-2022**

**Dear DHRUV SRIVASTAVA,**

Ecolab is pleased to offer you the position of **Trainee** starting on **01-06-2022**. You will be located at (BCIT) Bhartiya City, Milestone Buildcon Pvt Ltd SEZ, Thanisandra Main Road, Chokkanahalli Village, Bangalore PIN-560064.

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***Supriya Ambuga***

Supriya Ambuga (Feb 20, 2023 12:05 GMT+5.5)

Supriya Ambuga  
Senior Director HR

Date: \_\_\_\_\_

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1. There will be statutory deduction like Income-tax, Profession tax etc. from the above Gross salary indicated.
2. Apart from the CTC indicated, company provide following benefits

#### Other Benefits

Benefits	Frequency of Payment/ Claim
<b>1. Group Medical Insurance</b>	
This is a group medical insurance cover for ECOLAB employees during their employment with ECOLAB which covers the entire family	Annual
<b>2. Group Life Insurance</b>	
Term Life Insurance (TLI) is the most basic form of life insurance. The provides coverage in the event death of the insured individual within his/her ECOLAB tenure	Annual
<b>3. Group Personal Accident Insurance</b>	
Personal accidental is an insurance cover wherein, in the event of the person sustaining bodily injuries resulting solely or directly from an accident by external, violent and visible means, resulting into death or disablement and the coverage	Annual

#### LEAVE POLICY:

All policies are subject to change as deemed by the organization and the candidates/employees will be informed as and when the changes are implemented.

- A. Earned leave (EL):-** These are leaves which an individual team member accumulates or Earns by the end of every month. 1.5 days of EL is added to team member's account, up to a maximum of 18 leaves in a year on a prorated basis, based on the date of joining. EL's cannot be accumulated beyond 45 days in any given point in time. Any leave beyond 45 would get lapsed.
- B. Sick Leave:-** These are leaves which an individual team member gets at the beginning of every quarter. 3 day of sick leave is added to team member's account during every quarter, up to a maximum of 12 leaves in a year on a prorated basis, based on the date of joining. Sick leaves cannot be accumulated and will lapse beyond the calendar year. Unavailed sick leaves cannot be encashed at the time of separation from the COMPANY. More than 2 sick



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leaves at a stretch needs to be justified with medical certificate from the doctor. Earned Leaves and Sick Leave cannot be clubbed together.

**Documents to be submitted prior to joining for Background Check purpose (Scanned format required):**

**Scanned Documents Required:**

1. ID & Address proof for current & permanent address. (Aadhar Card would be Mandatory)
2. PAN Card. Mandatory
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4. Last 3 months pay slip
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**20-02-2022**

**Dear FADIL AHMED A,**

Ecolab is pleased to offer you the position of **Trainee** starting on **01-06-2022**. You will be located at (BCIT) Bhartiya City, Milestone Buildcon Pvt Ltd SEZ, Thanisandra Main Road, Chokkanahalli Village, Bangalore PIN-560064.

Your all-inclusive annual remuneration package will be **Rs. 900000 ( Nine Lakh Only)** (Subject to deduction of tax and other statutory payments as may be applicable).

Your appointment is contingent upon satisfactory reference & background checks including verification of your application materials, education and employment history. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any non-compete obligations or other restrictive clauses with any previous employer).

**PROBATION:**

You will be on probation for a period of three months before your services will be confirmed.

The probation period can be extended further, if your performance/conduct is not satisfactory.

All other details about the probation and confirmation will be provided in your employment agreement.

**NOTICE PERIOD:**

The notice period required by either party for separation from the organization is 60 days.

All the terms and conditions of the notice period will be provided in the employment agreement. There will be no waiver of the aforesaid notice period requirements unless otherwise specified in this letter or subsequently communicated to you.

**CODE OF CONDUCT:**

You agree to abide by the Company's Code of Conduct and other policies that the Company may adopt from time to time.

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**Joining Bonus:**

In case your offer includes a joining bonus, the same will be paid at the time of confirmation which will be three months based on the role in the organization. If you leave Ecolab Digital Center within 12 months of your start date, you agree to re-pay Joining Bonus on or before the day of your full and final settlement at Ecolab Digital Center.

**TRANSFER OF EMPLOYMENT RELATIONSHIP:**

You agree that if the Company transfers this agreement to Ecolab USA Inc., or any of its subsidiaries now or then existing, subject to applicable law, you may be offered employment with Ecolab or the applicable subsidiary, on the same terms and conditions as to the Company under this letter, prior to such transfer.

**TRAVEL:**

You may be required to travel on Company work and you will be reimbursed expenses as per the Company policy subject to submitting proofs of such expenses.

**WORK SHIFTS:**

Please note that ECOLAB may require you to work in shifts as determined by business needs. Reasonable effort will be made to give you advance notice of such shift changes to minimize any inconvenience to you. Your work timings may vary according to the shift assigned to you. Shift Work will be in accordance with the prevalent "Shift Work Policy" of the Company.

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ECOLAB holds the right to withdraw the offer in case of non-response to our pre-onboarding communication and checks for a period of consecutive 10 days or in the event you accept any another offers after acceptance of our offer.

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This official offer letter is to be considered and agreed upon within three working days from the offer date (01-04-2022). Failure to accept this within three working days will result in the offer being deemed void.

We look forward to you joining us at the earliest.

Thanking you,

***Supriya Ambuga***

Supriya Ambuga (Feb 20, 2023 12:05 GMT+5.5)

Supriya Ambuga  
Senior Director HR

Date: \_\_\_\_\_

### Salary Annexure

<b>A: Salary Benefits:</b>		
<b>Components:</b>	<b>Annual Salary</b>	<b>Monthly Salary</b>
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5. Employers PF contribution	21,600	1,800
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**20-02-2022**

**Dear G DINESH,**

Ecolab is pleased to offer you the position of **Trainee** starting on **01-06-2022**. You will be located at (BCIT) Bhartiya City, Milestone Buildcon Pvt Ltd SEZ, Thanisandra Main Road, Chokkanahalli Village, Bangalore PIN-560064.

Your all-inclusive annual remuneration package will be **Rs. 900000 ( Nine Lakh Only)** (Subject to deduction of tax and other statutory payments as may be applicable).

Your appointment is contingent upon satisfactory reference & background checks including verification of your application materials, education and employment history. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any non-compete obligations or other restrictive clauses with any previous employer).

**PROBATION:**

You will be on probation for a period of three months before your services will be confirmed.

The probation period can be extended further, if your performance/conduct is not satisfactory.

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**NOTICE PERIOD:**

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**Joining Bonus:**

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**TRANSFER OF EMPLOYMENT RELATIONSHIP:**

You agree that if the Company transfers this agreement to Ecolab USA Inc., or any of its subsidiaries now or then existing, subject to applicable law, you may be offered employment with Ecolab or the applicable subsidiary, on the same terms and conditions as to the Company under this letter, prior to such transfer.

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We look forward to you joining us at the earliest.

Thanking you,

***Supriya Ambuga***

Supriya Ambuga (Feb 20, 2023 12:05 GMT+5.5)

Supriya Ambuga  
Senior Director HR

Date: \_\_\_\_\_

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**20-02-2022**

**Dear GLEN C XAVIER,**

Ecolab is pleased to offer you the position of **Trainee** starting on **01-06-2022**. You will be located at (BCIT) Bhartiya City, Milestone Buildcon Pvt Ltd SEZ, Thanisandra Main Road, Chokkanahalli Village, Bangalore PIN-560064.

Your all-inclusive annual remuneration package will be **Rs. 900000 ( Nine Lakh Only)** (Subject to deduction of tax and other statutory payments as may be applicable).

Your appointment is contingent upon satisfactory reference & background checks including verification of your application materials, education and employment history. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any non-compete obligations or other restrictive clauses with any previous employer).

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**Joining Bonus:**

In case your offer includes a joining bonus, the same will be paid at the time of confirmation which will be three months based on the role in the organization. If you leave Ecolab Digital Center within 12 months of your start date, you agree to re-pay Joining Bonus on or before the day of your full and final settlement at Ecolab Digital Center.

**TRANSFER OF EMPLOYMENT RELATIONSHIP:**

You agree that if the Company transfers this agreement to Ecolab USA Inc., or any of its subsidiaries now or then existing, subject to applicable law, you may be offered employment with Ecolab or the applicable subsidiary, on the same terms and conditions as to the Company under this letter, prior to such transfer.

**TRAVEL:**

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Supriya Ambuga (Feb 20, 2023 12:05 GMT+5.5)

Supriya Ambuga  
Senior Director HR

Date: \_\_\_\_\_

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**20-02-2022**

**Dear GOUTHAM S,**

Ecolab is pleased to offer you the position of **Trainee** starting on **01-06-2022**. You will be located at (BCIT) Bhartiya City, Milestone Buildcon Pvt Ltd SEZ, Thanisandra Main Road, Chokkanahalli Village, Bangalore PIN-560064.

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**Joining Bonus:**

In case your offer includes a joining bonus, the same will be paid at the time of confirmation which will be three months based on the role in the organization. If you leave Ecolab Digital Center within 12 months of your start date, you agree to re-pay Joining Bonus on or before the day of your full and final settlement at Ecolab Digital Center.

**TRANSFER OF EMPLOYMENT RELATIONSHIP:**

You agree that if the Company transfers this agreement to Ecolab USA Inc., or any of its subsidiaries now or then existing, subject to applicable law, you may be offered employment with Ecolab or the applicable subsidiary, on the same terms and conditions as to the Company under this letter, prior to such transfer.

**TRAVEL:**

You may be required to travel on Company work and you will be reimbursed expenses as per the Company policy subject to submitting proofs of such expenses.

**WORK SHIFTS:**

Please note that ECOLAB may require you to work in shifts as determined by business needs. Reasonable effort will be made to give you advance notice of such shift changes to minimize any inconvenience to you. Your work timings may vary according to the shift assigned to you. Shift Work will be in accordance with the prevalent "Shift Work Policy" of the Company.

**EMPLOYMENT RESTRICTIONS:**

Your employment with ECOLAB is conditional upon your not being employed simultaneously, whether full time or part time or as a contractor, with any other organization, person or entity. In the event you opt to become a partner in a partnership firm or a Director on the Board of any Company, you are required to seek prior written approval from relevant personnel from the management. ECOLAB will have the sole discretion to approve or disapprove such a request based on ECOLAB's Code of Ethics and other internal guidelines for deciding such requests.

—





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Block-2, 6th Floor, Milestone Buildcon SEZ,  
Thanisandra Main Road, Bangalore,

**CHANGE OF ADDRESS:**

You shall keep ECOLAB informed of your latest postal address at all times and intimate in case of change of address. Any communication sent to you by ECOLAB on your last known address (as intimated by you) shall be deemed to have been duly served notwithstanding the fact that you have changed your address.

ECOLAB holds the right to withdraw the offer in case of non-response to our pre-onboarding communication and checks for a period of consecutive 10 days or in the event you accept any another offers after acceptance of our offer.

The above-mentioned terms of your offer letter will not be changed unless they are communicated to you in writing by authorized signatories.

This official offer letter is to be considered and agreed upon within three working days from the offer date (01-04-2022). Failure to accept this within three working days will result in the offer being deemed void.

We look forward to you joining us at the earliest.

Thanking you,

***Supriya Ambuga***

Supriya Ambuga (Feb 20, 2023 12:05 GMT+5.5)

Supriya Ambuga  
Senior Director HR

Date: \_\_\_\_\_

### Salary Annexure

<b>A: Salary Benefits:</b>		
<b>Components:</b>	<b>Annual Salary</b>	<b>Monthly Salary</b>
1. Basic	3,04,151	25,346
2. HRA	1,21,660	10,138
3. LTA	30,415	2,535
4. Special Allowance	2,67,928	22,327
<b>Total Gross - A</b>	<b>7,24,154</b>	<b>60,346</b>
<b>B: Retirement Benefits:</b>		
5. Employers PF contribution	21,600	1,800
6. Gratuity	14,623	1,219
<b>Total - B</b>	<b>26,223</b>	<b>2,609</b>
<b>Total - A+B</b>	<b>7,60,377</b>	<b>62,955</b>
<b>C. Joining Bonus</b>	<b>50,000</b>	
<b>D. Performance bonus 15% on A</b>	<b>1,08,623</b>	
<b>E - Other Benefits</b>		
Insurance	35,000	
WFH setup	7,000	
Internet allowance	9,000	
Upskilling allowance	30,000	
<b>Total</b>	<b>81,000</b>	
<b>Grand Total A to F</b>	<b>900000</b>	

The organization has the right to make changes in policies and processes from time to time to be in line with business needs. In such situations, organization may or may not be able to give advance notice on the changes made.

**Note:**



1. There will be statutory deduction like Income-tax, Profession tax etc. from the above Gross salary indicated.

2. Apart from the CTC indicated, company provide following benefits

#### Other Benefits

Benefits	Frequency of Payment/ Claim
<b>1. Group Medical Insurance</b>	
This is a group medical insurance cover for ECOLAB employees during their employment with ECOLAB which covers the entire family	Annual
<b>2. Group Life Insurance</b>	
Term Life Insurance (TLI) is the most basic form of life insurance. The provides coverage in the event death of the insured individual within his/her ECOLAB tenure	Annual
<b>3. Group Personal Accident Insurance</b>	
Personal accidental is an insurance cover wherein, in the event of the person sustaining bodily injuries resulting solely or directly from an accident by external, violent and visible means, resulting into death or disablement and the coverage	Annual

#### LEAVE POLICY:

All policies are subject to change as deemed by the organization and the candidates/employees will be informed as and when the changes are implemented.

- A. Earned leave (EL):-** These are leaves which an individual team member accumulates or Earns by the end of every month. 1.5 days of EL is added to team member's account, up to a maximum of 18 leaves in a year on a prorated basis, based on the date of joining. EL's cannot be accumulated beyond 45 days in any given point in time. Any leave beyond 45 would get lapsed.
- B. Sick Leave:-** These are leaves which an individual team member gets at the beginning of every quarter. 3 day of sick leave is added to team member's account during every quarter, up to a maximum of 12 leaves in a year on a prorated basis, based on the date of joining. Sick leaves cannot be accumulated and will lapse beyond the calendar year. Unavailed sick leaves cannot be encashed at the time of separation from the COMPANY. More than 2 sick



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**Documents to be submitted prior to joining for Background Check purpose (Scanned format required):**

**Scanned Documents Required:**

1. ID & Address proof for current & permanent address. (Aadhar Card would be Mandatory)
2. PAN Card. Mandatory
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4. Last 3 months pay slip
5. Last 2 company relieving & experience letter. (Can be shared a day before the joining date)
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7. 1 Passport size photo



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**20-02-2022**

**Dear HARISH B,**

Ecolab is pleased to offer you the position of **Trainee** starting on **01-06-2022**. You will be located at (BCIT) Bhartiya City, Milestone Buildcon Pvt Ltd SEZ, Thanisandra Main Road, Chokkanahalli Village, Bangalore PIN-560064.

Your all-inclusive annual remuneration package will be **Rs. 900000 ( Nine Lakh Only)** (Subject to deduction of tax and other statutory payments as may be applicable).

Your appointment is contingent upon satisfactory reference & background checks including verification of your application materials, education and employment history. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any non-compete obligations or other restrictive clauses with any previous employer).

**PROBATION:**

You will be on probation for a period of three months before your services will be confirmed.

The probation period can be extended further, if your performance/conduct is not satisfactory.

All other details about the probation and confirmation will be provided in your employment agreement.

**NOTICE PERIOD:**

The notice period required by either party for separation from the organization is 60 days.

All the terms and conditions of the notice period will be provided in the employment agreement. There will be no waiver of the aforesaid notice period requirements unless otherwise specified in this letter or subsequently communicated to you.

**CODE OF CONDUCT:**

You agree to abide by the Company's Code of Conduct and other policies that the Company may adopt from time to time.

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**Joining Bonus:**

In case your offer includes a joining bonus, the same will be paid at the time of confirmation which will be three months based on the role in the organization. If you leave Ecolab Digital Center within 12 months of your start date, you agree to re-pay Joining Bonus on or before the day of your full and final settlement at Ecolab Digital Center.

**TRANSFER OF EMPLOYMENT RELATIONSHIP:**

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**TRAVEL:**

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We look forward to you joining us at the earliest.

Thanking you,

***Supriya Ambuga***

Supriya Ambuga (Feb 20, 2023 12:05 GMT+5.5)

Supriya Ambuga  
Senior Director HR

Date: \_\_\_\_\_

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1. ID & Address proof for current & permanent address. (Aadhar Card would be Mandatory)
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Thanisandra Main Road, Bangalore,

**20-02-2022**

**Dear HITESH N,**

Ecolab is pleased to offer you the position of **Trainee** starting on **01-06-2022**. You will be located at (BCIT) Bhartiya City, Milestone Buildcon Pvt Ltd SEZ, Thanisandra Main Road, Chokkanahalli Village, Bangalore PIN-560064.

Your all-inclusive annual remuneration package will be **Rs. 900000 ( Nine Lakh Only)** (Subject to deduction of tax and other statutory payments as may be applicable).

Your appointment is contingent upon satisfactory reference & background checks including verification of your application materials, education and employment history. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any non-compete obligations or other restrictive clauses with any previous employer).

**PROBATION:**

You will be on probation for a period of three months before your services will be confirmed.

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**NOTICE PERIOD:**

The notice period required by either party for separation from the organization is 60 days.

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**Joining Bonus:**

In case your offer includes a joining bonus, the same will be paid at the time of confirmation which will be three months based on the role in the organization. If you leave Ecolab Digital Center within 12 months of your start date, you agree to re-pay Joining Bonus on or before the day of your full and final settlement at Ecolab Digital Center.

**TRANSFER OF EMPLOYMENT RELATIONSHIP:**

You agree that if the Company transfers this agreement to Ecolab USA Inc., or any of its subsidiaries now or then existing, subject to applicable law, you may be offered employment with Ecolab or the applicable subsidiary, on the same terms and conditions as to the Company under this letter, prior to such transfer.

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—



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We look forward to you joining us at the earliest.

Thanking you,

***Supriya Ambuga***

Supriya Ambuga (Feb 20, 2023 12:05 GMT+5.5)

Supriya Ambuga  
Senior Director HR

Date: \_\_\_\_\_

### Salary Annexure

<b>A: Salary Benefits:</b>		
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**20-02-2022**

**Dear JAGADISH J,**

Ecolab is pleased to offer you the position of **Trainee** starting on **01-06-2022**. You will be located at (BCIT) Bhartiya City, Milestone Buildcon Pvt Ltd SEZ, Thanisandra Main Road, Chokkanahalli Village, Bangalore PIN-560064.

Your all-inclusive annual remuneration package will be **Rs. 900000 ( Nine Lakh Only)** (Subject to deduction of tax and other statutory payments as may be applicable).

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**Joining Bonus:**

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Thanking you,

***Supriya Ambuga***

Supriya Ambuga (Feb 20, 2023 12:05 GMT+5.5)

Supriya Ambuga  
Senior Director HR

Date: \_\_\_\_\_

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#### Note:



1. There will be statutory deduction like Income-tax, Profession tax etc. from the above Gross salary indicated.

2. Apart from the CTC indicated, company provide following benefits

#### Other Benefits

Benefits	Frequency of Payment/ Claim
<b>1. Group Medical Insurance</b>	
This is a group medical insurance cover for ECOLAB employees during their employment with ECOLAB which covers the entire family	Annual
<b>2. Group Life Insurance</b>	
Term Life Insurance (TLI) is the most basic form of life insurance. The provides coverage in the event death of the insured individual within his/her ECOLAB tenure	Annual
<b>3. Group Personal Accident Insurance</b>	
Personal accidental is an insurance cover wherein, in the event of the person sustaining bodily injuries resulting solely or directly from an accident by external, violent and visible means, resulting into death or disablement and the coverage	Annual

#### LEAVE POLICY:

All policies are subject to change as deemed by the organization and the candidates/employees will be informed as and when the changes are implemented.

- A. Earned leave (EL):-** These are leaves which an individual team member accumulates or Earns by the end of every month. 1.5 days of EL is added to team member's account, up to a maximum of 18 leaves in a year on a prorated basis, based on the date of joining. EL's cannot be accumulated beyond 45 days in any given point in time. Any leave beyond 45 would get lapsed.
- B. Sick Leave:-** These are leaves which an individual team member gets at the beginning of every quarter. 3 day of sick leave is added to team member's account during every quarter, up to a maximum of 12 leaves in a year on a prorated basis, based on the date of joining. Sick leaves cannot be accumulated and will lapse beyond the calendar year. Unavailed sick leaves cannot be encashed at the time of separation from the COMPANY. More than 2 sick



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leaves at a stretch needs to be justified with medical certificate from the doctor. Earned Leaves and Sick Leave cannot be clubbed together.

**Documents to be submitted prior to joining for Background Check purpose (Scanned format required):**

**Scanned Documents Required:**

1. ID & Address proof for current & permanent address. (Aadhar Card would be Mandatory)
2. PAN Card. Mandatory
3. Passport
4. Last 3 months pay slip
5. Last 2 company relieving & experience letter. (Can be shared a day before the joining date)
6. Mark sheets from 10th to Degree & PG
7. 1 Passport size photo



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**20-02-2022**

**Dear JITHENDER S,**

Ecolab is pleased to offer you the position of **Trainee** starting on **01-06-2022**. You will be located at (BCIT) Bhartiya City, Milestone Buildcon Pvt Ltd SEZ, Thanisandra Main Road, Chokkanahalli Village, Bangalore PIN-560064.

Your all-inclusive annual remuneration package will be **Rs. 900000 ( Nine Lakh Only)** (Subject to deduction of tax and other statutory payments as may be applicable).

Your appointment is contingent upon satisfactory reference & background checks including verification of your application materials, education and employment history. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any non-compete obligations or other restrictive clauses with any previous employer).

**PROBATION:**

You will be on probation for a period of three months before your services will be confirmed.

The probation period can be extended further, if your performance/conduct is not satisfactory.

All other details about the probation and confirmation will be provided in your employment agreement.

**NOTICE PERIOD:**

The notice period required by either party for separation from the organization is 60 days.

All the terms and conditions of the notice period will be provided in the employment agreement. There will be no waiver of the aforesaid notice period requirements unless otherwise specified in this letter or subsequently communicated to you.

**CODE OF CONDUCT:**

You agree to abide by the Company's Code of Conduct and other policies that the Company may adopt from time to time.

—



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**Joining Bonus:**

In case your offer includes a joining bonus, the same will be paid at the time of confirmation which will be three months based on the role in the organization. If you leave Ecolab Digital Center within 12 months of your start date, you agree to re-pay Joining Bonus on or before the day of your full and final settlement at Ecolab Digital Center.

**TRANSFER OF EMPLOYMENT RELATIONSHIP:**

You agree that if the Company transfers this agreement to Ecolab USA Inc., or any of its subsidiaries now or then existing, subject to applicable law, you may be offered employment with Ecolab or the applicable subsidiary, on the same terms and conditions as to the Company under this letter, prior to such transfer.

**TRAVEL:**

You may be required to travel on Company work and you will be reimbursed expenses as per the Company policy subject to submitting proofs of such expenses.

**WORK SHIFTS:**

Please note that ECOLAB may require you to work in shifts as determined by business needs. Reasonable effort will be made to give you advance notice of such shift changes to minimize any inconvenience to you. Your work timings may vary according to the shift assigned to you. Shift Work will be in accordance with the prevalent "Shift Work Policy" of the Company.

**EMPLOYMENT RESTRICTIONS:**

Your employment with ECOLAB is conditional upon your not being employed simultaneously, whether full time or part time or as a contractor, with any other organization, person or entity. In the event you opt to become a partner in a partnership firm or a Director on the Board of any Company, you are required to seek prior written approval from relevant personnel from the management. ECOLAB will have the sole discretion to approve or disapprove such a request based on ECOLAB's Code of Ethics and other internal guidelines for deciding such requests.

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#### CHANGE OF ADDRESS:

You shall keep ECOLAB informed of your latest postal address at all times and intimate in case of change of address. Any communication sent to you by ECOLAB on your last known address (as intimated by you) shall be deemed to have been duly served notwithstanding the fact that you have changed your address.

ECOLAB holds the right to withdraw the offer in case of non-response to our pre-onboarding communication and checks for a period of consecutive 10 days or in the event you accept any another offers after acceptance of our offer.

The above-mentioned terms of your offer letter will not be changed unless they are communicated to you in writing by authorized signatories.

This official offer letter is to be considered and agreed upon within three working days from the offer date (01-04-2022). Failure to accept this within three working days will result in the offer being deemed void.

We look forward to you joining us at the earliest.

Thanking you,

***Supriya Ambuga***

Supriya Ambuga (Feb 20, 2023 12:05 GMT+5.5)

Supriya Ambuga  
Senior Director HR

Date: \_\_\_\_\_

### Salary Annexure

<b>A: Salary Benefits:</b>		
<b>Components:</b>	<b>Annual Salary</b>	<b>Monthly Salary</b>
1. Basic	3,04,151	25,346
2. HRA	1,21,660	10,138
3. LTA	30,415	2,535
4. Special Allowance	2,67,928	22,327
<b>Total Gross - A</b>	<b>7,24,154</b>	<b>60,346</b>
<b>B: Retirement Benefits:</b>		
5. Employers PF contribution	21,600	1,800
6. Gratuity	14,623	1,219
<b>Total - B</b>	<b>26,223</b>	<b>2,609</b>
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<b>C. Joining Bonus</b>	<b>50,000</b>	
<b>D. Performance bonus 15% on A</b>	<b>1,08,623</b>	
<b>E - Other Benefits</b>		
Insurance	35,000	
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Upskilling allowance	30,000	
<b>Total</b>	<b>81,000</b>	
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**20-02-2022**

**Dear JOHN SONGROTHUOM,**

Ecolab is pleased to offer you the position of **Trainee** starting on **01-06-2022**. You will be located at (BCIT) Bhartiya City, Milestone Buildcon Pvt Ltd SEZ, Thanisandra Main Road, Chokkanahalli Village, Bangalore PIN-560064.

Your all-inclusive annual remuneration package will be **Rs. 900000 ( Nine Lakh Only)** (Subject to deduction of tax and other statutory payments as may be applicable).

Your appointment is contingent upon satisfactory reference & background checks including verification of your application materials, education and employment history. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any non-compete obligations or other restrictive clauses with any previous employer).

**PROBATION:**

You will be on probation for a period of three months before your services will be confirmed.

The probation period can be extended further, if your performance/conduct is not satisfactory.

All other details about the probation and confirmation will be provided in your employment agreement.

**NOTICE PERIOD:**

The notice period required by either party for separation from the organization is 60 days.

All the terms and conditions of the notice period will be provided in the employment agreement. There will be no waiver of the aforesaid notice period requirements unless otherwise specified in this letter or subsequently communicated to you.

**CODE OF CONDUCT:**

You agree to abide by the Company's Code of Conduct and other policies that the Company may adopt from time to time.

—



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**Joining Bonus:**

In case your offer includes a joining bonus, the same will be paid at the time of confirmation which will be three months based on the role in the organization. If you leave Ecolab Digital Center within 12 months of your start date, you agree to re-pay Joining Bonus on or before the day of your full and final settlement at Ecolab Digital Center.

**TRANSFER OF EMPLOYMENT RELATIONSHIP:**

You agree that if the Company transfers this agreement to Ecolab USA Inc., or any of its subsidiaries now or then existing, subject to applicable law, you may be offered employment with Ecolab or the applicable subsidiary, on the same terms and conditions as to the Company under this letter, prior to such transfer.

**TRAVEL:**

You may be required to travel on Company work and you will be reimbursed expenses as per the Company policy subject to submitting proofs of such expenses.

**WORK SHIFTS:**

Please note that ECOLAB may require you to work in shifts as determined by business needs. Reasonable effort will be made to give you advance notice of such shift changes to minimize any inconvenience to you. Your work timings may vary according to the shift assigned to you. Shift Work will be in accordance with the prevalent "Shift Work Policy" of the Company.

**EMPLOYMENT RESTRICTIONS:**

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—



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#### CHANGE OF ADDRESS:

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ECOLAB holds the right to withdraw the offer in case of non-response to our pre-onboarding communication and checks for a period of consecutive 10 days or in the event you accept any another offers after acceptance of our offer.

The above-mentioned terms of your offer letter will not be changed unless they are communicated to you in writing by authorized signatories.

This official offer letter is to be considered and agreed upon within three working days from the offer date (01-04-2022). Failure to accept this within three working days will result in the offer being deemed void.

We look forward to you joining us at the earliest.

Thanking you,

***Supriya Ambuga***

Supriya Ambuga (Feb 20, 2023 12:05 GMT+5.5)

Supriya Ambuga  
Senior Director HR

Date: \_\_\_\_\_

### Salary Annexure

<b>A: Salary Benefits:</b>		
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**20-02-2022**

**Dear JUSTIN CHERIAN,**

Ecolab is pleased to offer you the position of **Trainee** starting on **01-06-2022**. You will be located at (BCIT) Bhartiya City, Milestone Buildcon Pvt Ltd SEZ, Thanisandra Main Road, Chokkanahalli Village, Bangalore PIN-560064.

Your all-inclusive annual remuneration package will be **Rs. 900000 ( Nine Lakh Only)** (Subject to deduction of tax and other statutory payments as may be applicable).

Your appointment is contingent upon satisfactory reference & background checks including verification of your application materials, education and employment history. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any non-compete obligations or other restrictive clauses with any previous employer).

**PROBATION:**

You will be on probation for a period of three months before your services will be confirmed.

The probation period can be extended further, if your performance/conduct is not satisfactory.

All other details about the probation and confirmation will be provided in your employment agreement.

**NOTICE PERIOD:**

The notice period required by either party for separation from the organization is 60 days.

All the terms and conditions of the notice period will be provided in the employment agreement. There will be no waiver of the aforesaid notice period requirements unless otherwise specified in this letter or subsequently communicated to you.

**CODE OF CONDUCT:**

You agree to abide by the Company's Code of Conduct and other policies that the Company may adopt from time to time.

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**Joining Bonus:**

In case your offer includes a joining bonus, the same will be paid at the time of confirmation which will be three months based on the role in the organization. If you leave Ecolab Digital Center within 12 months of your start date, you agree to re-pay Joining Bonus on or before the day of your full and final settlement at Ecolab Digital Center.

**TRANSFER OF EMPLOYMENT RELATIONSHIP:**

You agree that if the Company transfers this agreement to Ecolab USA Inc., or any of its subsidiaries now or then existing, subject to applicable law, you may be offered employment with Ecolab or the applicable subsidiary, on the same terms and conditions as to the Company under this letter, prior to such transfer.

**TRAVEL:**

You may be required to travel on Company work and you will be reimbursed expenses as per the Company policy subject to submitting proofs of such expenses.

**WORK SHIFTS:**

Please note that ECOLAB may require you to work in shifts as determined by business needs. Reasonable effort will be made to give you advance notice of such shift changes to minimize any inconvenience to you. Your work timings may vary according to the shift assigned to you. Shift Work will be in accordance with the prevalent "Shift Work Policy" of the Company.

**EMPLOYMENT RESTRICTIONS:**

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**CHANGE OF ADDRESS:**

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We look forward to you joining us at the earliest.

Thanking you,

***Supriya Ambuga***

Supriya Ambuga (Feb 20, 2023 12:05 GMT+5.5)

Supriya Ambuga  
Senior Director HR

Date: \_\_\_\_\_

### Salary Annexure

<b>A: Salary Benefits:</b>		
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**20-02-2022**

**Dear KIRAN SANTHOSH SIVAKUMAR,**

Ecolab is pleased to offer you the position of **Trainee** starting on **01-06-2022**. You will be located at (BCIT) Bhartiya City, Milestone Buildcon Pvt Ltd SEZ, Thanisandra Main Road, Chokkanahalli Village, Bangalore PIN-560064.

Your all-inclusive annual remuneration package will be **Rs. 900000 ( Nine Lakh Only)** (Subject to deduction of tax and other statutory payments as may be applicable).

Your appointment is contingent upon satisfactory reference & background checks including verification of your application materials, education and employment history. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any non-compete obligations or other restrictive clauses with any previous employer).

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Thanisandra Main Road, Bangalore,

**Joining Bonus:**

In case your offer includes a joining bonus, the same will be paid at the time of confirmation which will be three months based on the role in the organization. If you leave Ecolab Digital Center within 12 months of your start date, you agree to re-pay Joining Bonus on or before the day of your full and final settlement at Ecolab Digital Center.

**TRANSFER OF EMPLOYMENT RELATIONSHIP:**

You agree that if the Company transfers this agreement to Ecolab USA Inc., or any of its subsidiaries now or then existing, subject to applicable law, you may be offered employment with Ecolab or the applicable subsidiary, on the same terms and conditions as to the Company under this letter, prior to such transfer.

**TRAVEL:**

You may be required to travel on Company work and you will be reimbursed expenses as per the Company policy subject to submitting proofs of such expenses.

**WORK SHIFTS:**

Please note that ECOLAB may require you to work in shifts as determined by business needs. Reasonable effort will be made to give you advance notice of such shift changes to minimize any inconvenience to you. Your work timings may vary according to the shift assigned to you. Shift Work will be in accordance with the prevalent "Shift Work Policy" of the Company.

**EMPLOYMENT RESTRICTIONS:**

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ECOLAB DIGITAL CENTER PRIVATE LTD  
Block-2, 6th Floor, Milestone Buildcon SEZ,  
Thanisandra Main Road, Bangalore,

**CHANGE OF ADDRESS:**

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ECOLAB holds the right to withdraw the offer in case of non-response to our pre-onboarding communication and checks for a period of consecutive 10 days or in the event you accept any another offers after acceptance of our offer.

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This official offer letter is to be considered and agreed upon within three working days from the offer date (01-04-2022). Failure to accept this within three working days will result in the offer being deemed void.

We look forward to you joining us at the earliest.

Thanking you,

***Supriya Ambuga***

Supriya Ambuga (Feb 20, 2023 12:05 GMT+5.5)

Supriya Ambuga  
Senior Director HR

Date: \_\_\_\_\_

### Salary Annexure

<b>A: Salary Benefits:</b>		
<b>Components:</b>	<b>Annual Salary</b>	<b>Monthly Salary</b>
1. Basic	3,04,151	25,346
2. HRA	1,21,660	10,138
3. LTA	30,415	2,535
4. Special Allowance	2,67,928	22,327
<b>Total Gross - A</b>	<b>7,24,154</b>	<b>60,346</b>
<b>B: Retirement Benefits:</b>		
5. Employers PF contribution	21,600	1,800
6. Gratuity	14,623	1,219
<b>Total - B</b>	<b>26,223</b>	<b>2,609</b>
<b>Total - A+B</b>	<b>7,60,377</b>	<b>62,955</b>
<b>C. Joining Bonus</b>	<b>50,000</b>	
<b>D. Performance bonus 15% on A</b>	<b>1,08,623</b>	
<b>E - Other Benefits</b>		
Insurance	35,000	
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Upskilling allowance	30,000	
<b>Total</b>	<b>81,000</b>	
<b>Grand Total A to F</b>	<b>900000</b>	

The organization has the right to make changes in policies and processes from time to time to be in line with business needs. In such situations, organization may or may not be able to give advance notice on the changes made.

#### Note:



1. There will be statutory deduction like Income-tax, Profession tax etc. from the above Gross salary indicated.

2. Apart from the CTC indicated, company provide following benefits

#### Other Benefits

Benefits	Frequency of Payment/ Claim
<b>1. Group Medical Insurance</b>	
This is a group medical insurance cover for ECOLAB employees during their employment with ECOLAB which covers the entire family	Annual
<b>2. Group Life Insurance</b>	
Term Life Insurance (TLI) is the most basic form of life insurance. The provides coverage in the event death of the insured individual within his/her ECOLAB tenure	Annual
<b>3. Group Personal Accident Insurance</b>	
Personal accidental is an insurance cover wherein, in the event of the person sustaining bodily injuries resulting solely or directly from an accident by external, violent and visible means, resulting into death or disablement and the coverage	Annual

#### LEAVE POLICY:

All policies are subject to change as deemed by the organization and the candidates/employees will be informed as and when the changes are implemented.

- A. Earned leave (EL):-** These are leaves which an individual team member accumulates or Earns by the end of every month. 1.5 days of EL is added to team member's account, up to a maximum of 18 leaves in a year on a prorated basis, based on the date of joining. EL's cannot be accumulated beyond 45 days in any given point in time. Any leave beyond 45 would get lapsed.
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1. ID & Address proof for current & permanent address. (Aadhar Card would be Mandatory)
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**20-02-2022**

**Dear M SAI SUSHEEL REDDY,**

Ecolab is pleased to offer you the position of **Trainee** starting on **01-06-2022**. You will be located at (BCIT) Bhartiya City, Milestone Buildcon Pvt Ltd SEZ, Thanisandra Main Road, Chokkanahalli Village, Bangalore PIN-560064.

Your all-inclusive annual remuneration package will be **Rs. 900000 ( Nine Lakh Only)** (Subject to deduction of tax and other statutory payments as may be applicable).

Your appointment is contingent upon satisfactory reference & background checks including verification of your application materials, education and employment history. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any non-compete obligations or other restrictive clauses with any previous employer).

**PROBATION:**

You will be on probation for a period of three months before your services will be confirmed.

The probation period can be extended further, if your performance/conduct is not satisfactory.

All other details about the probation and confirmation will be provided in your employment agreement.

**NOTICE PERIOD:**

The notice period required by either party for separation from the organization is 60 days.

All the terms and conditions of the notice period will be provided in the employment agreement. There will be no waiver of the aforesaid notice period requirements unless otherwise specified in this letter or subsequently communicated to you.

**CODE OF CONDUCT:**

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Thanking you,

***Supriya Ambuga***

Supriya Ambuga (Feb 20, 2023 12:05 GMT+5.5)

Supriya Ambuga  
Senior Director HR

Date: \_\_\_\_\_

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Thanisandra Main Road, Bangalore,

**20-02-2022**

**Dear MAHESH SANJEEV CHAUDHARY,**

Ecolab is pleased to offer you the position of **Trainee** starting on **01-06-2022**. You will be located at (BCIT) Bhartiya City, Milestone Buildcon Pvt Ltd SEZ, Thanisandra Main Road, Chokkanahalli Village, Bangalore PIN-560064.

Your all-inclusive annual remuneration package will be **Rs. 900000 ( Nine Lakh Only)** (Subject to deduction of tax and other statutory payments as may be applicable).

Your appointment is contingent upon satisfactory reference & background checks including verification of your application materials, education and employment history. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any non-compete obligations or other restrictive clauses with any previous employer).

**PROBATION:**

You will be on probation for a period of three months before your services will be confirmed.

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**Joining Bonus:**

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**TRANSFER OF EMPLOYMENT RELATIONSHIP:**

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Supriya Ambuga (Feb 20, 2023 12:05 GMT+5.5)

Supriya Ambuga  
Senior Director HR

Date: \_\_\_\_\_

### Salary Annexure

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**20-02-2022**

**Dear MD FAIZAAN SHAIK,**

Ecolab is pleased to offer you the position of **Trainee** starting on **01-06-2022**. You will be located at (BCIT) Bhartiya City, Milestone Buildcon Pvt Ltd SEZ, Thanisandra Main Road, Chokkanahalli Village, Bangalore PIN-560064.

Your all-inclusive annual remuneration package will be **Rs. 900000 ( Nine Lakh Only)** (Subject to deduction of tax and other statutory payments as may be applicable).

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Thanking you,

***Supriya Ambuga***

Supriya Ambuga (Feb 20, 2023 12:05 GMT+5.5)

Supriya Ambuga  
Senior Director HR

Date: \_\_\_\_\_

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The organization has the right to make changes in policies and processes from time to time to be in line with business needs. In such situations, organization may or may not be able to give advance notice on the changes made.

#### Note:



1. There will be statutory deduction like Income-tax, Profession tax etc. from the above Gross salary indicated.

2. Apart from the CTC indicated, company provide following benefits

#### Other Benefits

Benefits	Frequency of Payment/ Claim
<b>1. Group Medical Insurance</b>	
This is a group medical insurance cover for ECOLAB employees during their employment with ECOLAB which covers the entire family	Annual
<b>2. Group Life Insurance</b>	
Term Life Insurance (TLI) is the most basic form of life insurance. The provides coverage in the event death of the insured individual within his/her ECOLAB tenure	Annual
<b>3. Group Personal Accident Insurance</b>	
Personal accidental is an insurance cover wherein, in the event of the person sustaining bodily injuries resulting solely or directly from an accident by external, violent and visible means, resulting into death or disablement and the coverage	Annual

#### LEAVE POLICY:

All policies are subject to change as deemed by the organization and the candidates/employees will be informed as and when the changes are implemented.

- A. Earned leave (EL):-** These are leaves which an individual team member accumulates or Earns by the end of every month. 1.5 days of EL is added to team member's account, up to a maximum of 18 leaves in a year on a prorated basis, based on the date of joining. EL's cannot be accumulated beyond 45 days in any given point in time. Any leave beyond 45 would get lapsed.
- B. Sick Leave:-** These are leaves which an individual team member gets at the beginning of every quarter. 3 day of sick leave is added to team member's account during every quarter, up to a maximum of 12 leaves in a year on a prorated basis, based on the date of joining. Sick leaves cannot be accumulated and will lapse beyond the calendar year. Unavailed sick leaves cannot be encashed at the time of separation from the COMPANY. More than 2 sick



Development Center:

ECOLAB DIGITAL CENTER PRIVATE LTD  
Block-2, 6th Floor, Milestone Buildcon SEZ,  
Thanisandra Main Road, Bangalore,

leaves at a stretch needs to be justified with medical certificate from the doctor. Earned Leaves and Sick Leave cannot be clubbed together.

**Documents to be submitted prior to joining for Background Check purpose (Scanned format required):**

**Scanned Documents Required:**

1. ID & Address proof for current & permanent address. (Aadhar Card would be Mandatory)
2. PAN Card. Mandatory
3. Passport
4. Last 3 months pay slip
5. Last 2 company relieving & experience letter. (Can be shared a day before the joining date)
6. Mark sheets from 10th to Degree & PG
7. 1 Passport size photo



Dear **ROSHAN DANIEL KOSHY**

**Congratulations!!**

Thank you for your participation in the '**Campus Recruitment Program**'. We are happy of your selection and pleased to offer you an opportunity to join us for the position of **Associate** at Great West Global Business Services India Pvt. Ltd ("Great West Global" or "Company"). Your place of work would be Bangalore and the same is subject to change based on the business requirements

Your annual Total Fixed Pay would amount to **INR 500000** INR. Your bonus reward opportunity will be 8% of your earned Total Fixed Pay. Annual Bonus Program awards are contingent on a variety of factors including individual and Company performance and will be determined by the Company in its sole discretion.

Your employment with Great West Global is contingent upon successful completion of the following conditions:

- A) The Company shall conduct background checks which may include your work history, education details, criminal history, and other information as required by company policy, client requirements and applicable laws as per normal process and procedures.
- B) You are required to complete your current academic course with an aggregate of 50% in the first attempt in the current academic year with no backlogs

Subject to satisfactory completion of the above conditions and at the sole discretion of the Company, you will be formally offered to join Great West Global Business Services India Pvt. Ltd.

Our formal Offer letter for Employment will be handed over to you on or prior to the date of joining. Kindly accept this offer, by signing in the space provided below and return it to us as token of your acceptance. In case of any queries please feel free to contact **Ms. Deepa Sharma on [deepa.sharma@empower.com](mailto:deepa.sharma@empower.com)**

We once again like to congratulate you on your selection and welcome you to Great West Global Business Services India Pvt. Ltd. Family. We look forward to a long and mutually rewarding association.

Sincerely,

For Great West Global Business Services India Pvt. Ltd.

Authorized Signatory

**Name:**

**Name of the College/Institute:**

**Date:**

**Signature:**

**Great West Global Business Services  
India Private Limited –**  
*Serving Empower and Putnam*

Embassy Tech Village SEZ, 1st Floor,  
Block 2A Building West Tower, Sarjapur  
Outer Ring Road Devarabisanahalli,  
Bangalore 560103

CIN - U74900KA2014FTC077522

Dear **ROHAN T RAJ**

## Congratulations!!

Thank you for your participation in the '**Campus Recruitment Program**'. We are happy of your selection and pleased to offer you an opportunity to join us for the position of **Associate** at Great West Global Business Services India Pvt. Ltd ("Great West Global" or "Company"). Your place of work would be Bangalore and the same is subject to change based on the business requirements

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Sincerely,

For Great West Global Business Services India Pvt. Ltd.

Authorized Signatory

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Outer Ring Road Devarabisanahalli,  
Bangalore 560103

CIN - U74900KA2014FTC077522

Dear **SAI KIRAN K P**

**Congratulations!!**

Thank you for your participation in the '**Campus Recruitment Program**'. We are happy of your selection and pleased to offer you an opportunity to join us for the position of **Associate** at Great West Global Business Services India Pvt. Ltd ("Great West Global" or "Company"). Your place of work would be Bangalore and the same is subject to change based on the business requirements

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We once again like to congratulate you on your selection and welcome you to Great West Global Business Services India Pvt. Ltd. Family. We look forward to a long and mutually rewarding association.

Sincerely,

For Great West Global Business Services India Pvt. Ltd.

Authorized Signatory

**Name:**

**Name of the College/Institute:**

**Date:**

**Signature:**

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*Serving Empower and Putnam*

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Outer Ring Road Devarabisanahalli,  
Bangalore 560103

CIN - U74900KA2014FTC077522

Dear **SANJAY A DURAI**

**Congratulations!!**

Thank you for your participation in the '**Campus Recruitment Program**'. We are happy of your selection and pleased to offer you an opportunity to join us for the position of **Associate** at Great West Global Business Services India Pvt. Ltd ("Great West Global" or "Company"). Your place of work would be Bangalore and the same is subject to change based on the business requirements

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Sincerely,

For Great West Global Business Services India Pvt. Ltd.

Authorized Signatory

**Name:**

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Outer Ring Road Devarabisanahalli,  
Bangalore 560103

CIN - U74900KA2014FTC077522

Dear **SHAIK SOHEL**

**Congratulations!!**

Thank you for your participation in the '**Campus Recruitment Program**'. We are happy of your selection and pleased to offer you an opportunity to join us for the position of **Associate** at Great West Global Business Services India Pvt. Ltd ("Great West Global" or "Company"). Your place of work would be Bangalore and the same is subject to change based on the business requirements

Your annual Total Fixed Pay would amount to **INR 500000** INR. Your bonus reward opportunity will be 8% of your earned Total Fixed Pay. Annual Bonus Program awards are contingent on a variety of factors including individual and Company performance and will be determined by the Company in its sole discretion.

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- A) The Company shall conduct background checks which may include your work history, education details, criminal history, and other information as required by company policy, client requirements and applicable laws as per normal process and procedures.
- B) You are required to complete your current academic course with an aggregate of 50% in the first attempt in the current academic year with no backlogs

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Our formal Offer letter for Employment will be handed over to you on or prior to the date of joining. Kindly accept this offer, by signing in the space provided below and return it to us as token of your acceptance. In case of any queries please feel free to contact **Ms. Deepa Sharma on [deepa.sharma@empower.com](mailto:deepa.sharma@empower.com)**

We once again like to congratulate you on your selection and welcome you to Great West Global Business Services India Pvt. Ltd. Family. We look forward to a long and mutually rewarding association.

Sincerely,

For Great West Global Business Services India Pvt. Ltd.

Authorized Signatory

**Name:**

**Name of the College/Institute:**

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**Signature:**

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Outer Ring Road Devarabisanahalli,  
Bangalore 560103

CIN - U74900KA2014FTC077522

Dear **S S SREEYA**

**Congratulations!!**

Thank you for your participation in the '**Campus Recruitment Program**'. We are happy of your selection and pleased to offer you an opportunity to join us for the position of **Associate** at Great West Global Business Services India Pvt. Ltd ("Great West Global" or "Company"). Your place of work would be Bangalore and the same is subject to change based on the business requirements

Your annual Total Fixed Pay would amount to **INR 500000** INR. Your bonus reward opportunity will be 8% of your earned Total Fixed Pay. Annual Bonus Program awards are contingent on a variety of factors including individual and Company performance and will be determined by the Company in its sole discretion.

Your employment with Great West Global is contingent upon successful completion of the following conditions:

- A) The Company shall conduct background checks which may include your work history, education details, criminal history, and other information as required by company policy, client requirements and applicable laws as per normal process and procedures.
- B) You are required to complete your current academic course with an aggregate of 50% in the first attempt in the current academic year with no backlogs

Subject to satisfactory completion of the above conditions and at the sole discretion of the Company, you will be formally offered to join Great West Global Business Services India Pvt. Ltd.

Our formal Offer letter for Employment will be handed over to you on or prior to the date of joining. Kindly accept this offer, by signing in the space provided below and return it to us as token of your acceptance. In case of any queries please feel free to contact **Ms. Deepa Sharma on [deepa.sharma@empower.com](mailto:deepa.sharma@empower.com)**

We once again like to congratulate you on your selection and welcome you to Great West Global Business Services India Pvt. Ltd. Family. We look forward to a long and mutually rewarding association.

Sincerely,

For Great West Global Business Services India Pvt. Ltd.

Authorized Signatory

**Name:**

**Name of the College/Institute:**

**Date:**

**Signature:**

**Great West Global Business Services  
India Private Limited –**  
*Serving Empower and Putnam*

Embassy Tech Village SEZ, 1st Floor,  
Block 2A Building West Tower, Sarjapur  
Outer Ring Road Devarabisanahalli,  
Bangalore 560103

CIN - U74900KA2014FTC077522

Dear Sreeya

## Congratulations!!

Thank you for your participation in the '**Campus Recruitment Program**'. We are happy of your selection and pleased to offer you an opportunity to join us for the position of **EXECUTVE** at SILVER OAK Pvt. Your place of work would be Bangalore and the same is subject to change based on the business requirements

Your annual Total Fixed Pay would amount to **362042**INR. Your bonus reward opportunity will be 8% of your earned Total Fixed Pay. Annual Bonus Program awards are contingent on a variety of factors including individual and Company performance and will be determined by the Company in its sole discretion.

Your employment with Great West Global is contingent upon successful completion of the following conditions:

- A) The Company shall conduct background checks which may include your work history, education details, criminal history, and other information as required by company policy, client requirements and applicable laws as per normal process and procedures.
- B) You are required to complete your current academic course with an aggregate of 50% in the first attempt in the current academic year with no backlogs

Subject to satisfactory completion of the above conditions and at the sole discretion of the Company, you will be formally offered to join SILVER OAK Pvt. Ltd.

Our formal Offer letter for Employment will be handed over to you on or prior to the date of joining. Kindly accept this offer, by signing in the space provided below and return it to us as token of your acceptance. In case of any queries please feel free to contact

We once again like to congratulate you on your selection and welcome you to SILVER OAK Pvt. Ltd. Family. We look forward to a long and mutually rewarding association.

Sincerely,

For SILVER OAK Pvt. Ltd.

Authorized Signatory

**Name:**

**Name of the College/Institute:**

**Date:**

**Signature:**



**Offer: Computer Consultancy**

**Ref: TCSL/DT20228278608/Bangalore**

**Date: 8/9/2022**

Dear EVANGELIN LENIN

**Sub: Letter of Offer**

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade **Y**. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be **350000/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year. Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &





Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

## **COMPENSATION AND BENEFITS**

### **BASIC SALARY**

You will be eligible for a basic salary of `14,784/- per month.

### **BOUQUET OF BENEFITS (BoB)**

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

#### **1. House Rent Allowance (HRA)**

Your HRA will be `5,914/- per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

#### **2. Leave Travel Allowance**

You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

#### **3. Food Card**

You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias. As per the Pre-Defined structure you will be eligible for a Food Card with an amount of `500/- being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.



## **PERFORMANCE PAY**

### **Monthly Performance Pay**

You will receive a monthly performance pay of `1,700/-. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

### **Quarterly Variable Allowance**

Your variable allowance will be `600/- per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

## **CITY ALLOWANCE**

You will be eligible for a City Allowance of `200/- per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

## **XPLORE/ LEARNING INCENTIVES**

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

## **OTHER BENEFITS**

### **Health Insurance Scheme**

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:



## **1. Basic Cover**

i. Entitlement - Includes domiciliary expenses up to `6,000/- per insured person per annum and basic hospitalization expenses up to `2,00,000/- per insured person per annum.

ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

## **2. Higher Hospitalisation**

Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

i. Entitlement - You and your enrolled dependants will be entitled for `12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

## **Maternity Leave**

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother, may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

## **Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)**

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of `250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

## **Loans**

You will be eligible for loans, as per TCSL's loan policy.

## **Professional Memberships**

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.



## **RETIRALS**

### **Provident Fund**

You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

### **Gratuity**

You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

## **TERMS AND CONDITIONS**

### **1. Aggregate Percentage Requirements**

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

### **2. Pre requisites for Joining**

To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.



### **3. Training Period**

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

### **4. Working Hours**

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

### **5. Mobility**

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

### **6. Compensation Structure / Salary components**

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

### **7. Increments and Promotions**

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

### **8. Alternative Occupation / Employment**

Either during the period of your traineeship or during the period of your employment as a





confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

## **9. Confidentiality Agreement**

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

## **10. Service Agreement**

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL `50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

## **11. Work in SBWS mode**

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.

## **12. Overseas International Assignment Agreement**

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related



documents pertaining to the international assignment for which you are being placed. In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

### **13. Terms and Conditions**

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

### **14. TATA Code of Conduct**

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

### **15. Notice Period**

Upon your confirmation, this contract of employment is terminable by you by giving 90 days notice in writing to TCSL. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion.

Upon your confirmation, this contract of employment may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

It is understood, agreed and made abundantly clear herein that you shall have to necessarily work during the notice period given by TCSL under this clause, unless you are otherwise relieved by TCSL by giving you payment in lieu of notice.

Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by it at its own discretion having regard to the responsibilities shouldered by you while being in the employment of TCS.

### **16. Retirement**

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

### **17. Pre-employment Medical Certificate**

You are required to submit a Medical Certificate of Fitness (in the format prescribed by



TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

## 18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

## 19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining. If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

## 20. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)





- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :

\*There is no criminal offence registered/pending against you

\*There is no disciplinary case pending against you in the university

- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

\*PAN Card (Permanent Account Number)

\*Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)

\*Passport

\*NSR E-Card

## **21. TCS Xperience Program**

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

## **22. Letter of Appointment**

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

## **23. Rules and Regulations of the Company**

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from



time to time. The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

#### **24. Compliance to all clauses**

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

#### **25. Data Privacy Clause:**

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of overseas deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

**Withdrawal of Offer**

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

**For TATA Consultancy Services Limited**

**Girish V. Nandimath**  
**Global Head Talent Acquisition & AIP**



[Click here](#) or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary  
Annexure 2: List of TCS Xplore Centres  
Annexure 3: Confidentiality and IP Terms



## GROSS SALARY SHEET

Annexure 1

<b>Name</b>	<b>EVANG ELIN LENIN</b>
<b>Designation</b>	<b>Assistant System Engineer-Trainee</b>
<b>Institute Name</b>	<b>Others</b>

Table 1: Compensation Details (All Components in INR)

<b>Component Category</b>	<b>Monthly</b>	<b>Annual</b>
<b>1) Fixed Compensation</b>		
Basic Salary	14,784	1,77,408
Bouquet Of Benefits #	7,646	91,752
<b>2) Performance Pay**</b>		
Monthly Performance Pay	1,700	20,400
Quarterly Variable Allowance*	600	7,200
<b>3) City Allowance</b>	200	2,400
<b>4) Annual Components/Retirals</b>		
Health Insurance***	NA	7,900
Provident Fund	1,774	21,289
Gratuity	711	8,533
Total of Annual Components & Retirals	2,485	37,722
<b>TOTAL GROSS</b>	27,415	350000
<b>Xplore/ Learning Incentive****</b>		Upto 60,000

# Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

\* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

\*\*The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

\*\*\* For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

\*\*\*\* Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

<b>Component Category</b>	<b>Monthly</b>	<b>Annual</b>
House Rent Allowance	5,914	70,968
Leave Travel Assistance	1,232	14,784
Food Card	500	6,000
<b>GROSS BOUQUET OF BENEFITS</b>	7,646	91,752





## Annexure

<b>Ahmedabad</b> TCS XP HR Lead Tata Consultancy Services, Garima Park, IT/ITES SEZ, Plot # 41, Gandhinagar - 382007	<b>Bangalore</b> TCS XP HR Lead Tata Consultancy Services, Gate 1, No 42, Think campus, Electronic City phase II, Bangalore - 560100, Karnataka
<b>BUBANESHWAR</b> TCS XP HR Lead Tata Consultancy Services, Training Lab Venue: Barabati, IRC Block, Ground Floor, Tata Consultancy Services Limited, (UNIT-II) - BARBATI SEZ, IT/ITES - SPECIAL ECONOMIC ZONE (SEZ), PLOT NO. 35, CHANDAKA INDUSTRIAL ESTATE, PATIA, Bhubaneswar - 751024	<b>Chennai</b> TCS XP HR Lead Tata Consultancy Services, 415/21-24, Kumaran Nagar, Old Mahabalipuram Rd, TNHB, Sholinganallur, Chennai, Tamil Nadu 600119
<b>DELHI – Gurgaon</b> TCS XP HR Lead Tata Consultancy Services, Block C, Kings Canyon, ASF Insignia, Gurgaon - Faridabad Road, Gawal Pahari, Gurgaon - 122003, Haryana	<b>DELHI – Noida</b> TCS XP HR Lead Tata Consultancy Services, Plot No. A-44 & A-45, Ground, 1st to 5th Floor & 10th floor, Galaxy Business Park, Block - C & D, Sector - 62, Noida - 201 309, UP
<b>Guwahati</b> TCS XP HR Lead Tata Consultancy Services, 5th Floor, NEDFi House, G.S. Road, Dispur, Guwahati - 781006, Assam	<b>Hyderabad</b> TCS XP HR Lead Tata Consultancy Services, Q City, Nanakramguda, Hyderabad
<b>INDORE</b> TCS XP HR Lead Tata Consultancy Services, IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor, Village Tigariya Badshah & Bada Bangarde, Tehsil Hatod, Indore - 452018, Madhya Pradesh	<b>KOLKATA</b> TCS XP HR Lead Tata Consultancy Services Limited, Ecospace 1B building, 2nd Floor, Plot - IIF/12, New Town, Rajarhat, Kolkata - 700160, West Bengal OR Auditorium, 2nd Floor, Wanderers Building, Delta Park - Lords
<b>KOCHI</b> TCS XP HR Lead Tata Consultancy Services, TCS centre, Infopark Road Infopark Campus, Infopark, Kakkanad, Kerala 682042	<b>MUMBAI</b> TCS XP HR Lead Tata Consultancy Services, Yantra Park, Pokharan Road Number 2, TCS Approach Rd, Thane, West, Thane, Maharashtra 400606
<b>NAGPUR</b> TCS XP HR Lead Tata Consultancy Services Limited, Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,	<b>PUNE</b> TCS XP HR Lead Tata Consultancy Services, Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park, Hinjewadi Phase III, Pune - 411057, Maharashtra
<b>Trivandrum</b> TCS XP HR Lead Tata Consultancy Services, Peepul Park, Technopark Campus, Kariyavattom P.O, Trivandrum - 695581, India	



## Annexure

### Confidentiality and IP Terms and Conditions

#### 1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.



## **2. Associate's Obligations**

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

## **3. Intellectual Property Rights**

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filing or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.



#### **4. Prior knowledge**

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

#### **5. Use of third party material**

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

#### **6. Security policies and Guidelines.**

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

#### **7. Working in SBWS Framework:**

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.





(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

## **8. Restriction on Associate's Rights**

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

## **9. No License**

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.



## 10. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

## 11. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay or omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.



(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.



## Welcome to Wipro's Work Integrated Learning Program ("WILP")

**Work Integrated Learning Programme**  
**Wipro Limited, Dodda Kannelli**  
**Sarjapur Road, Bengaluru - 560 035.**  
**Phone: (080) 28440011/12, Fax: (080) 28440256**

Dear EVITA JOHN,

### **Sub: Enrolment letter to Wipro's Work Integrated Learning Program ("WILP") as Scholar Trainee – Work Integrated Learning Program**

Welcome to WILP!

With reference to your application, it is our pleasure to enroll you as a Scholar Trainee – Work Integrated Learning Program. This is a scholarship program customized as a robust academic and training program which will enable you to obtain M-Tech degree from one of the premier engineering institution / University in India.

The duration of the academic program shall be 48 months from the **date of enrolment to the academic program**. You will be enrolled into the academic program within 12 months from date of joining. Your date of joining will be intimated through a separate communication.

We hope you enjoy the learning with WILP and have an enriching experience being a part of Wipro Limited ("Wipro or "Company").

Please read through the terms and conditions of your enrolment as provided below.

We look forward to having a long and fruitful relationship with you at WILP, Wish you all the best!

Yours sincerely,  
For **Wipro Limited**,

**Aparna Shailen**  
**General Manager - Human Resources**

#### **Endorsement**

I accept the enrolment and the terms and conditions thereof as specified below. I shall report for undergoing study on

#### **Terms & Conditions of Scholarship**

##### **1. PROFILE:**

You have been selected to be a part of Wipro's WILP and are enrolled as a Scholar Trainee- Work Integrated Learning Program. Upon joining WILP, you will have to undergo a "Project Readiness Program" ('PRP') that prepares you to participate in projects at the Company as part of this learning program. This robust academic program will also enable you to obtain **M-Tech degree from one of the premier engineering Institution / University** upon successful completion of the course.

##### **2. DURATION:**

The duration of your academic program will be for a period of 48 months from the date of enrolment to the academic program. You will be enrolled into the academic program within 12 months from date of joining. Unless the Company extends the period of your study in writing, which is done solely at the discretion of the Company, your enrolment would automatically terminate at the end of the stated 48 months.

In case the Company extends the academic period (in writing) you will continue to be enrolled as a Scholar Trainee – Work Integrated Learning Program with WILP.

### 3. Appointment details:

We provide support to our global customers through various Company locations in India to suit customer requirements by operating 24x7. You would be operating from any of these locations and in any of the shifts, including night shift, as may be decided by the Company, keeping in mind the business needs and deliverables to customers.

### 4. Scholarship/Stipend and Benefits

During your period of enrolment, you would be entitled to a consolidated monthly scholarship.

Apart from the monthly scholarship, the Company will provide you with life & accidental insurance that would include a cover for you, the premium / cost will be taken care of by Wipro. This is a voluntary benefit offered by the Company and the details of the same are listed below.

- i. A Group Personal Accident Insurance (GPAI) coverage of **Rs.12,00,000/-**. You could also choose to get additional coverage for a nominal and highly negotiated premium. More details on the policy are available in My Policies section in myWipro, the HR portal at Wipro.
- ii. Group Life Insurance coverage of **Rs.14, 00,000/-**. This sum insured is inclusive of cover as per EDLI (Employee Deposit Linked Insurance). You can also get an extra coverage for a nominal and highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

In addition to the above, you are also eligible for medical insurance cover towards hospitalization.

You are eligible for a floater coverage of Rs.2,00,000/- per annum for family (self, spouse & children) towards hospitalization. There will be a deduction from your monthly scholarship/stipend depending on your marital/family status towards the base sum insured premium. 10% of the claim amount would need to be borne by the employee/Scholar trainee.

Base Medical insurance is to be availed by the employee as default. It is accounted for in deductions as a nominal monthly charge. Top-Up cover is voluntary and charged as applicable during renewal timelines.

If you wish to enhance the coverage, a top up cover option is also available for a highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

The below table lists down your scholarship details:

Period	Scholarship	ESI	Consolidated Scholarship (Rs. Per Month)
First year	15000	488	15,488/- (*)
Second year	17000	553	17,553/- (*)
Third year	19000	618	19,618/- (*)
Fourth year	23000	0	23,000/- (*)

(\*) You shall be responsible for payment of all statutory contributions, taxes, dues and levies as may be required under the relevant laws including contributions under Employees' State Insurance Corporation Act (**at 0.75% of your Scholarship**) as and when applicable to you. Such contributions, taxes, dues and levies where required, shall be deducted from your Scholarship and benefits according to applicable laws and regulations.

Your fourth-year scholarship will continue until completion of your M-Tech program. Your enrolment into the MTech academic program within 12 months from date of joining.

You shall be eligible to receive a onetime "joining bonus" of Rs.75,000 after you join Wipro along with your first month salary. All applicable taxes on the payment of this amount will be borne by you. Please note in the event you leave the organization within 12 months from the date of joining, payment processed under Joining bonus shall be recovered from the employee at the time of exit.

The enhancement of the scholarship at the end of each academic year of study will be at the discretion of the Company and subject to your satisfactory progress of study, acquisition of skills, behavior, regularity and punctuality in attendance. Your continued enrolment in the course, will be at the discretion of the Company, and is subject to satisfactory academic performance and other requirements as prescribed in the WILP portal.

In case your project performance at any stage is not found to be at par with the requirement of WILP, then you would be placed on performance improvement program (PIP). If you fail to successfully complete the PIP, the Company may at its sole discretion discontinue your enrolment in the WILP program.

#### **Book Allowance:**

A Book Allowance of Rs.1,250/- will be provided to you per semester. This allowance will be given every semester except the last semester when you will be engaged in dissertation. The allowance will be paid to you centrally along with your scholarship during the course of each semester. The allowance will be subject to tax. Book allowance is applicable and paid only when you are registered for the semester.

#### **5. Training Agreement:**

- i. This letter of enrolment is subject to the execution of a training agreement in the prescribed proforma with Wipro Limited, Sarjapur Road, Doddakannelli, Bengaluru-560035 on or before joining the program ("Training Agreement").
- ii. This Training agreement shall be for a total period of 60 Months where you will be mentored for developing your skills and knowledge. This included technical training, in various formats, both online and offline and practical experience in various projects. The Company invests on your behalf for the cost of these trainings. Should you discontinue the WILP program or your enrolment with WILP is cancelled for any reason whatsoever before the completion of 60 months from the date of joining, the training expenses of Rs.75,000/- (Rupees Seventy five thousand only) will have to be paid by you as detailed in the Training Agreement.

#### **6. PROJECT READINESS PROGRAM (PRP)**

Upon enrolment, you will have to undergo a Project Readiness Program (PRP) to prepare you to participate in projects. This is offered by Wipro's - Talent Transformation Department to all campus and off-campus selects. The broad objective of PRP is to equip you with the necessary knowledge and skills that will enable you to start working on real-life project work which is an integral part of the WILP.

#### **7. Regulations of Academic study:**

- i. You will be enrolled for M-Tech program with a renowned institution ("University") that collaborates with Wipro for WILP.
- ii. Course specialization includes but is not limited to Software Systems, Software Engineering, Information Technology, Computing Systems and Infrastructure Management, Data Analytics, IoT, Cloud, Digital & Cyber security, Embedded Systems.
- iii. Your specialization and enrolment would be decided based on prevailing business requirements and decision of the Company is final and binding.
- iv. You will not be able to change Specialization track after enrolment.
- v. Overall program duration is 4 years from date of enrolment of academic program.
- vi. As per the program structure, a WILP Scholar trainee will register and pursue 4 to 6 courses per semester over 7 semesters.
- vii. You will be required to submit a project work / dissertation in your final semester (8<sup>th</sup> semester of your program). This will enable you to advance your professional capabilities by applying concepts and techniques in projects.
- viii. Each course has multiple evaluation components. This includes an assignment component, quiz, mid-semester examination and comprehension examination. All evaluation components are mandatory for securing a pass grade in a course as prescribed by the partnering institution.

- ix. Contact classes are organized as per the handout and calendar prepared and shared by the University at the beginning of each semester. In the normal course, one session of 2 hours duration per course per contact class is organized.
- x. You will be called upon to undergo studies during the hours and days as may be fixed by the Company from time to time. Normally, the study hours would be from 9:00am to 6:00pm
- xi. The faculty will take attendance/circulate attendance sheets for every session. It is your responsibility to ensure that your attendances are recorded properly.
- xii. WILP Scholar trainees are expected to be on time for every session. Punctuality is non-negotiable and the faculty reserves the right to deny entry and attendance to late comers.
- xiii. Attending 75% of contact session is mandatory for each course to appear for examinations.
- xiv. Not attending classes for reasons like medical/on the job training /late coming/personal problems and other similar reasons would be treated as absenteeism.
- xv. Scholar trainees who fail to meet the minimum attendance criteria will not qualify for comprehension exams for any of the registered courses in that semester.
- xvi. For any reason, you are not able to meet the minimum attendance criteria or not complete the mandatory assignments / quiz / examinations in any semester, you are required to repeat the same semester as and when the next batch is organized. In such cases, rules and regulations governing academic programs at that time would be applicable. In addition, additional semesters fees are to be borne by you as prescribed by the University.
- xvii. At the end of each semester, the performance of each Scholar Trainee in a course, is specified as a letter grade which is obtained through a Relative Grading procedure
- xviii. Any Scholar trainee securing 3 or more cumulative fail grade at any point in time will be expelled from WILP Program.
- xix. The 8th semester of study is fully devoted for dissertation / project work
- xx. If a Scholar trainee's CGPA is less than 5.5, the Scholar trainee will not be permitted to register for the dissertation. He/she has to re-appear for exams and secure a CGPA of 5.5 before taking up the dissertation. Also, a Scholar trainee with an E grade in any course will not be permitted to register for the Dissertation
- xxi. Project / Dissertation work has to be carried out by each individual separately. Teamwork is not permitted.
- xxii. The dissertation has to be completed strictly as per the guidelines that are outlined by collaborating institution.
- xxiii. WILP Scholar trainees are expected to maintain decorum and discipline in line with Wipro's professional work culture and environment.
- xxiv. In cases where a Scholar trainee deviates from the expected behaviour as prescribed by the WILP and partnering institution from time to time , strict action will be taken and the decision of the WILP Team / faculty /, University would be final and binding.
- xxv. Breach of integrity will be dealt with sternly. Such Scholar trainees will be asked to discontinue their studies and also expelled from WILP program.
- xxvi. On successful completion of the study, you will be eligible to receive the M-Tech degree from the collaborating University, in recognition of your successfully completing the course.
- xxvii. All Scholar trainees of the WILP will be given testimonials at the end of the successful completion of the M-Tech degree program. The testimonial contains the timeline in the WILP and the kind of project works carried during this opportunity.

Mode of contact session, examination pattern and other academic program norms are subject to change based on the prevailing situation / University norms declared from time to time. Decision of the University would be final and binding.

## **8. Conflict of Interest:**

- i. During your enrolment period with the WILP, you will focus exclusively on the requirements of the program. In addition to your study and academic requirements, you are required to engage yourself exclusively in the work assigned by Wipro and shall not take up any independent or individual assignments (whether part time or full time, in an advisory capacity or otherwise) directly or indirectly without the express written consent of Head /

## Manager of WILP Academy

- ii. You shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any person who is involved in activities, which are or shall be in conflict with the interests of Wipro.
- iii. The Conflict of Interest Policy also refers to the need on your part, during your enrolment and for a period of one year from the cessation of your enrolment with WILP (irrespective of the circumstances of, or the reasons for, the cessation) not to solicit, induce or encourage:
  - a. Any student/scholar trainee of the WILP to abandon /withdraw their enrolment with the program or to accept enrolment and/or employment with any competitor, supplier or any customer with whom you have a connection.
  - b. Any employee of Wipro to terminate their employment with Wipro or to accept employment with any competitor, supplier or any customer with whom you have a connection.
  - c. Any customer or vendor of Wipro to move their existing business with Wipro to a third party or to terminate their business relationship with Wipro.
  - d. Any existing employee and/or student of WILP to become associated with, or perform services of any type for any third party.
- iv. In case of any conflict or doubt, please discuss the matter with Head / Manager of WILP, to understand Wipro's position on this and resolve the conflict.

## 9. Obligation and Responsibilities:

- i. During the study period you will be governed by the WILP regulations and instructions as may be modified, from time to time, in relation to conduct, discipline and other matters.
- ii. During your study as part of WILP, Company expects you to undergo study in the area in which you are placed, with a high standard of initiative and efficiency. This is critical and Company has zero tolerance towards any deviations.
- iii. You would not be allowed to seek membership of any local or public body without the written approval from the Head / Manager of WILP.
- iv. During the study period and thereafter, you would not be allowed to give out to anyone in writing or by word of mouth or otherwise, particulars or details of work - process, technical know-how, research carried out, security arrangements, or administrative and/or organizational matters of confidential or secret nature which you may come across during your academic study or become known to you by virtue of your undergoing study under WILP or otherwise.
- v. You are bound by all regulations, instructions and policies of the WILP and Wipro. These are updated / modified on a periodic basis and new policies may be introduced and notified to Scholar trainees from time to time and you will be bound to comply with the same.
- vi. In consideration of the opportunities, trainings and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by WILP/Wipro and in the course of your association with WILP. This covenant shall endure during your association and beyond the cessation of your association with WILP (irrespective of the circumstances of, or the reasons for, the cessation).
- vii. In connection with your association with Wipro as part of the WILP and during the term of your association upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business or academic session hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

During the period of academic study, if you develop or conceptualize inventions, ideas, concepts, discoveries, techniques and improvements (including without limitation computer software) solely or jointly with others in relation to the operation of the WILP / Wipro, such developments will be fully communicated to the WILP academy and will be the sole intellectual property of Wipro. You agree to cooperate in the execution of documents to facilitate the assignment of such intellectual property when required.

## 10. Confidentiality:



- i. In consideration of the opportunities, training and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by Wipro and in the course of your enrolment. This covenant shall endure during your enrolment and beyond the cessation of your enrolment with Wipro (irrespective of the circumstances of, or the reasons for, the cessation).
- ii. During your training on projects at Wipro, you will be expected not to use or disclose any confidential information, including trade secrets, of any former employer (if any) or other person with whom you have an obligation of confidentiality and by signing below you affirm that you have no conflicting obligations or non-compete agreements that would prevent you from working without limitation for Wipro.

## **11. Assignment of Intellectual Property**

In connection with your enrolment and during the term of your enrolment, upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

## **12. Posting**

During the initial study period, initially you would be made familiar with Wipro, but you may if needed be re-assigned or transferred to another division, department, establishment or new location where Wipro, has its office or operation and WILP classes are running in the particular location, in India, without enhancing the scholarship amount. On placement of this nature, you will also be governed by the disciplinary rules and regulations as applicable in that unit/branch. You may also be placed in any sister company of Wipro, for practical studies.

## **13. Misconduct:**

- i. In case you are charged with any misconduct or disciplinary issue during your study period, your enrolment with WILP may be temporarily placed on suspension without payment of scholarship amount, for such period as Wipro may deem fit. If the charges against you are proved to be true, your enrolment may be immediately cancelled, without any notice or payment of scholarship in lieu of notice notwithstanding any clause of this letter of enrolment. It is clarified that this clause is without prejudice to Wipro's rights to enforce the Training Agreement duly signed by you even after cancellation of your enrolment for whatever reasons as the case may be.
- ii. Notwithstanding the condition regarding written notice of termination and without prejudice to Wipro's right to enforce the Training agreement, Wipro shall have the right to terminate your academic study without any notice or payment of scholarship in lieu thereof, if any declaration given or information furnished by you to WILP/ Wipro is found to be false or if you are found to have willfully suppressed any material information.

**Please note that at any stage, whether during your selection process or upon enrolment with the WILP, if it is brought to our notice that you have indulged in malpractices or used illegal means to clear your online assessment, Wipro shall withdraw or revoke the enrolment and cancel the same with immediate effect and we reserve our rights to take suitable action against you as we may deem fit.**

## **14. Cancellation of Enrolment:**

Notwithstanding any of the clauses of this letter of enrolment, Company reserves the right at its sole discretion to cancel this enrolment during the study period without assigning any reason, by giving one months' (30 days) notice or one month's scholarship/stipend in lieu of notice.

## **15. Study Hours:**

- i. As a Scholar Trainee – Work Integrated Learning Program, you will be called upon to undergo studies during the hours and days as may be fixed by WILP from time to time as per the University requirements.
- ii. You would be assigned to any of the locations and any project work as part of your WILP as may be decided by the Company.
- iii. The full day lecture sessions will be held at any of Wipro's other establishments/outsourced venue. You may also be called upon to attend academic study as and when required on holidays, as may be scheduled in accordance with the convenience of the organizing team of the WILP.
- iv. The university will plan contact classes in multiple format to suit the project work situations and university guidelines such as contact classes in ILT (instructor Led training) and / or VILT (virtual Instructor Led Training and Self-Directed / Recorded lecture sessions).

## 16. General:

- i. This letter of enrolment is subject to the condition that you have not provided us with any false declaration or wilfully suppressed any material information. If you have, you will be liable for cancellation of enrolment from the WILP without any prior notice.
- ii. The terms of this letter of enrolment may be specifically enforced legally, if required. In this connection, if any of the provisions of this letter are declared or found to be void or unenforceable due to any reason whatsoever, the remaining provisions of this letter shall continue in full force and effect.
- iii. These enrolment terms supersede and replace any existing agreement or understanding, if any, between Wipro and you relating to the same subject matter.
- iv. You warrant that you are not prevented by a court or by any other administrative or judicial order from enrolling under this agreement. In the event that you are not a citizen of the country of posting, you should have a valid work permit to work in the country of posting.
- v. During the period of enrolment you are required to comply with all policies of WILP and Wipro. These policies are updated / modified on a periodic basis and new policies may be introduced and notified to the Scholar Trainees from time to time. You agree to comply with all policies as modified from time to time.

## 17. On Completion/Cancellation of Academic Program:

- i. On Completion of the academic program or cancellation of your enrolment, as the case may be, you will immediately surrender to Wipro/ the Academy all specifications, formulae, documents, literature, drawings or records, etc. belonging to Wipro/ the Academy or relating to its business and shall not make or retain any copies of these items.
- ii. You are not eligible to receive testimonial certificate if you do not successfully complete the academic study in accordance with this letter of enrolment and the study scheme formulated by the Academy.
- iii. Wipro reserves the right to offer employment at its sole discretion to a Scholar trainee on successful and satisfactory completion of the academic study.

## 18. Acceptance of Enrolment Letter:

Upon accepting the above terms and conditions, you are required to return the duplicate of this letter of enrolment, duly signed by you as a token of your acceptance on the day of joining WILP program.

Please confirm that the above terms are acceptable to you and that you accept the enrolment by signing a copy of this letter of enrolment and submit the same on the date of joining.

## 19. Work Allocation:

As part of your work responsibilities, you may be assigned to work on certain projects/accounts or other assignments as may be deemed fit by the Company in its sole discretion. Refusal to accept and deliver on such assignments shall be treated as a refusal to work and may result in termination of your employment or other disciplinary action.

Yours sincerely,

For **Wipro Limited**,



**Aparna Shailen**  
**General Manager - Human Resources**

I have read, understood and agree to accept the enrolment on the terms and conditions herein.

I shall be present for the induction session on

## **ANNEXURE I**

### **CONFIRMATION ON SHARING PERSONAL INFORMATION (AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT, 2000)**

I Radheshyam Thakur, confirm that I am voluntarily sharing my Personal Information with Wipro Limited ('Wipro') being a part of WILP of Wipro for the following purposes:

- a. validating my application form and retaining records on the same for any future reference/verification;
- b. processing my application form including background verification checks;
- c. academic study related actions including record keeping, processing scholarship advance and benefits and any action required in the context of my enrolment with Wipro, being a part of WILP.

In this context, I also agree to the retention of such Personal Information by Wipro for any future reference/verification and authorize Wipro to transfer the same to a third party.

I understand that 'Personal Information' means any information, relating to me that is available with Wipro and is capable of identifying me."

## **ANNEXURE II**

I hereby confirm that I shall submit the required academic certificate including but not limited to mark sheet and Provisional or Convocation Degree Certificate within 3 months from my date of joining. I understand that my enrolment is subject to my aggregate meeting the Wipro eligibility criteria and submission of the above mentioned documents.

I hereby declare that all the particulars mentioned above are true to the best of my knowledge. In the event of my failure to submit the above mentioned documents or in case of any discrepancy, I shall be liable for termination of my enrolment with Wipro.

## **ANNEXURE – III**

### **INITIAL INDUCTION PROGRAM**

The Talent Transformation team at Wipro groom's campus selects to help them face the challenges of the corporate world.

A holistic 360 degree approach to training is adopted and helps them hone their fundamental computer skills followed by insights into Wipro businesses, process, technology and behavioural skills.

To understand and appreciate the mindset of the young Trainees and ensure that the transformation is smooth, the induction program is done by a team of dedicated professionals who have exposure to the academic and corporate sectors alike. Project Readiness Program (PRP) is a training program designed to address the basic learning needs of the Trainees.

#### **Corporate Readiness Program - CRP**

The CRP program is focused on making young Trainees comfortable in a corporate environment. This program starts with a corporate induction.

"EMERGE" a behavioural skills building training program ensures that the fresh Trainee start feeling at ease in the "corporate world". This activity based behavioural intervention informs the new entrants about the corporate work culture and business etiquette.

#### **Technology Readiness Program - TRP**

The technology training provides critical technical skills required to work on projects allocated to Trainees and prepare to face the demands of the project world. We begin doing this by familiarizing with Wipro's businesses and work environment.

The methodology of training is "Project Based Learning" (PBL) approach, the entire learning is designed around a series of projects that the recruits are expected to complete individually by learning and applying various topics required to complete the project. Starting with individual projects, the PBL approach ends with recruits working on a team project.

## **ANNEXURE – IV**

I have read and understood the terms of my enrolment letter. I agree and acknowledge that I am a Student/Scholar trainee with Wipro's WILP. I further undertake that I shall not represent to any person within Wipro or any other third

party that I am an employee of Wipro Ltd and I fully understand that such false representation shall entail severe disciplinary action including immediate cancellation of my enrolment.

### **Travel, Accommodation, Food & Other Miscellaneous Expenses**

#### **Travel**

- i. You would be entitled for Rs. 1500 from the date of appointment as a lump sum amount that will be credited with your first month stipend. You may utilize this amount towards Travel and you would not need to submit bills towards usage of this amount.
- ii. There is no provision for reimbursement/allowance towards any expenses incurred in lieu of attending training or classes at different locations in the same city.

#### **Accommodation, Food & other Miscellaneous Expenses**

- i. You would be entitled for Rs.400 per day for 8 days (total amount of Rs.3,200) from the date of joining. You may utilize this amount towards accommodation, food & other miscellaneous expenses. This would be paid as a lump sum amount that will be credited with your first month stipend and you would not need to submit bills towards usage of this amount.
- ii. If your posting location (the location where you would be based out of after training) is different from the training location (location where you undergo initial training), you would be entitled for the following:  
  
Settlement and Miscellaneous Expenses: Rs.1200 per day for 7 days (total amount of Rs. 8,400) from the date of reporting to the posting location. You may utilize this amount towards boarding, lodging, conveyance & other miscellaneous expenses.
- iii. Any location change after reporting to posting location will be treated as relocation/transfer and will be covered under the Transfer policy for Team Rainbow. For details you can refer the policy at myWipro-> My Policies -> India->My Travel>Transfer Policy-Team Rainbow.
- iv. Campus joiners would not be eligible for accommodation at the Wipro guest houses.

**Please note in the event that the employee leaves the organization within 6 months from the date of joining, all payments processed under Joining & Relocation Entitlements shall be recovered from the employee at the time of exit.**

**Skill Preferences 1 :** [DAAI -Cloud & Digital Database](#)

**Location Preferences 1 :** [Bangalore](#)

**Skill Preferences 2 :** [CEP-SAP-ABAP](#)

**Location Preferences 2 :** [Mysore](#)

**Skill Preferences 3 :** [Python App](#)

**Location Preferences 3 :** [Chennai](#)

☒ Accept ☐ Decline

☒ **Signature** [Radheshyam Thakur 25/1/2023 10:00 PM](#)

(checking the checkbox above is equivalent to a handwritten signature)

Registered Office:

**Wipro  
Limited**

**T :**+91 (80) 2844 0011

Doddakannelli

**F :**+91 (80) 2844 0054

Sarjapur  
Road

**E :**info@wipro.com

Bengaluru  
560 035

**W :**wipro.com

India

**C :**L32102KA1945PLC020800

26168298



**Offer: Computer Consultancy**  
**Ref: TCSL/DT20228278609/Bangalore**  
**Date: 8/9/2022**

Dear G DINESH

**Sub: Letter of Offer**

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade **Y**. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be **350000/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year. Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &



Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

## **COMPENSATION AND BENEFITS**

### **BASIC SALARY**

You will be eligible for a basic salary of `14,784/- per month.

### **BOUQUET OF BENEFITS (BoB)**

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

#### **1. House Rent Allowance (HRA)**

Your HRA will be `5,914/- per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

#### **2. Leave Travel Allowance**

You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

#### **3. Food Card**

You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias. As per the Pre-Defined structure you will be eligible for a Food Card with an amount of `500/- being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.



## **PERFORMANCE PAY**

### **Monthly Performance Pay**

You will receive a monthly performance pay of `1,700/-. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

### **Quarterly Variable Allowance**

Your variable allowance will be `600/- per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

## **CITY ALLOWANCE**

You will be eligible for a City Allowance of `200/- per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

## **XPLORE/ LEARNING INCENTIVES**

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

## **OTHER BENEFITS**

### **Health Insurance Scheme**

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:





## **1. Basic Cover**

i. Entitlement - Includes domiciliary expenses up to `6,000/- per insured person per annum and basic hospitalization expenses up to `2,00,000/- per insured person per annum.

ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

## **2. Higher Hospitalisation**

Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

i. Entitlement - You and your enrolled dependants will be entitled for `12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

## **Maternity Leave**

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother, may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

## **Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)**

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of `250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

## **Loans**

You will be eligible for loans, as per TCSL's loan policy.

## **Professional Memberships**

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.





## **RETIRALS**

### **Provident Fund**

You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

### **Gratuity**

You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

## **TERMS AND CONDITIONS**

### **1. Aggregate Percentage Requirements**

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

### **2. Pre requisites for Joining**

To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.



### **3. Training Period**

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

### **4. Working Hours**

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

### **5. Mobility**

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

### **6. Compensation Structure / Salary components**

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

### **7. Increments and Promotions**

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

### **8. Alternative Occupation / Employment**

Either during the period of your traineeship or during the period of your employment as a



confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

## **9. Confidentiality Agreement**

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

## **10. Service Agreement**

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL `50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

## **11. Work in SBWS mode**

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.

## **12. Overseas International Assignment Agreement**

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related



documents pertaining to the international assignment for which you are being placed. In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

### **13. Terms and Conditions**

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

### **14. TATA Code of Conduct**

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

### **15. Notice Period**

Upon your confirmation, this contract of employment is terminable by you by giving 90 days notice in writing to TCSL. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion.

Upon your confirmation, this contract of employment may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

It is understood, agreed and made abundantly clear herein that you shall have to necessarily work during the notice period given by TCSL under this clause, unless you are otherwise relieved by TCSL by giving you payment in lieu of notice.

Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by it at its own discretion having regard to the responsibilities shouldered by you while being in the employment of TCS.

### **16. Retirement**

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

### **17. Pre-employment Medical Certificate**

You are required to submit a Medical Certificate of Fitness (in the format prescribed by





TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

### 18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

### 19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining. If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

### 20. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)



- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :

\*There is no criminal offence registered/pending against you

\*There is no disciplinary case pending against you in the university

- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

\*PAN Card (Permanent Account Number)

\*Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)

\*Passport

\*NSR E-Card

## **21. TCS Xperience Program**

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

## **22. Letter of Appointment**

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

## **23. Rules and Regulations of the Company**

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from



time to time. The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

#### **24. Compliance to all clauses**

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

#### **25. Data Privacy Clause:**

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of overseas deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

**Withdrawal of Offer**

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

**For TATA Consultancy Services Limited**

**Girish V. Nandimath**  
**Global Head Talent Acquisition & AIP**



[Click here](#) or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary  
Annexure 2: List of TCS Xplore Centres  
Annexure 3: Confidentiality and IP Terms





## GROSS SALARY SHEET

Annexure 1

<b>Name</b>	<b>G DINESH</b>
<b>Designation</b>	<b>Assistant System Engineer-Trainee</b>
<b>Institute Name</b>	<b>Others</b>

Table 1: Compensation Details (All Components in INR)

<b>Component Category</b>	<b>Monthly</b>	<b>Annual</b>
<b>1) Fixed Compensation</b>		
Basic Salary	14,784	1,77,408
Bouquet Of Benefits #	7,646	91,752
<b>2) Performance Pay**</b>		
Monthly Performance Pay	1,700	20,400
Quarterly Variable Allowance*	600	7,200
<b>3) City Allowance</b>	200	2,400
<b>4) Annual Components/Retirals</b>		
Health Insurance***	NA	7,900
Provident Fund	1,774	21,289
Gratuity	711	8,533
Total of Annual Components & Retirals	2,485	37,722
<b>TOTAL GROSS</b>	<b>27,415</b>	<b>350000</b>
<b>Xplore/ Learning Incentive****</b>		<b>Upto 60,000</b>

# Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

\* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

\*\*The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

\*\*\* For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

\*\*\*\* Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

<b>Component Category</b>	<b>Monthly</b>	<b>Annual</b>
House Rent Allowance	5,914	70,968
Leave Travel Assistance	1,232	14,784
Food Card	500	6,000
<b>GROSS BOUQUET OF BENEFITS</b>	<b>7,646</b>	<b>91,752</b>



## Annexure

<b>Ahmedabad</b> TCS XP HR Lead Tata Consultancy Services, Garima Park, IT/ITES SEZ, Plot # 41, Gandhinagar - 382007	<b>Bangalore</b> TCS XP HR Lead Tata Consultancy Services, Gate 1, No 42, Think campus, Electronic City phase II, Bangalore - 560100, Karnataka
<b>BUBANESHWAR</b> TCS XP HR Lead Tata Consultancy Services, Training Lab Venue: Barabati, IRC Block, Ground Floor, Tata Consultancy Services Limited, (UNIT-II) - BARBATI SEZ, IT/ITES - SPECIAL ECONOMIC ZONE (SEZ), PLOT NO. 35, CHANDAKA INDUSTRIAL ESTATE, PATIA, Bhubaneswar - 751024	<b>Chennai</b> TCS XP HR Lead Tata Consultancy Services, 415/21-24, Kumaran Nagar, Old Mahabalipuram Rd, TNHB, Sholinganallur, Chennai, Tamil Nadu 600119
<b>DELHI – Gurgaon</b> TCS XP HR Lead Tata Consultancy Services, Block C, Kings Canyon, ASF Insignia, Gurgaon - Faridabad Road, Gawal Pahari, Gurgaon - 122003, Haryana	<b>DELHI – Noida</b> TCS XP HR Lead Tata Consultancy Services, Plot No. A-44 & A-45, Ground, 1st to 5th Floor & 10th floor, Galaxy Business Park, Block - C & D, Sector - 62, Noida - 201 309, UP
<b>Guwahati</b> TCS XP HR Lead Tata Consultancy Services, 5th Floor, NEDFi House, G.S. Road, Dispur, Guwahati - 781006, Assam	<b>Hyderabad</b> TCS XP HR Lead Tata Consultancy Services, Q City, Nanakramguda, Hyderabad
<b>INDORE</b> TCS XP HR Lead Tata Consultancy Services, IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor, Village Tigariya Badshah & Bada Bangarde, Tehsil Hatod, Indore - 452018, Madhya Pradesh	<b>KOLKATA</b> TCS XP HR Lead Tata Consultancy Services Limited, Ecospace 1B building, 2nd Floor, Plot - IIF/12, New Town, Rajarhat, Kolkata - 700160, West Bengal OR Auditorium, 2nd Floor, Wanderers Building, Delta Park - Lords
<b>KOCHI</b> TCS XP HR Lead Tata Consultancy Services, TCS centre, Infopark Road Infopark Campus, Infopark, Kakkanad, Kerala 682042	<b>MUMBAI</b> TCS XP HR Lead Tata Consultancy Services, Yantra Park, Pokharan Road Number 2, TCS Approach Rd, Thane, West, Thane, Maharashtra 400606
<b>NAGPUR</b> TCS XP HR Lead Tata Consultancy Services Limited, Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,	<b>PUNE</b> TCS XP HR Lead Tata Consultancy Services, Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park, Hinjewadi Phase III, Pune - 411057, Maharashtra
<b>Trivandrum</b> TCS XP HR Lead Tata Consultancy Services, Peepul Park, Technopark Campus, Kariyavattom P.O., Trivandrum - 695581, India	



## Annexure

### Confidentiality and IP Terms and Conditions

#### 1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.



## **2. Associate's Obligations**

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

## **3. Intellectual Property Rights**

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filing or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.





#### **4. Prior knowledge**

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

#### **5. Use of third party material**

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

#### **6. Security policies and Guidelines.**

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

#### **7. Working in SBWS Framework:**

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.



(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

## **8. Restriction on Associate's Rights**

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

## **9. No License**

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.



## 10. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

## 11. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay or omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.



(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.





**Welcome to Wipro's Work Integrated Learning Program ("WILP")**

**Work Integrated Learning Programme**  
**Wipro Limited, Dodda Kannelli**  
**Sarjapur Road, Bengaluru - 560 035.**  
**Phone: (080) 28440011/12, Fax: (080) 28440256**

Dear G SURAJ SINGH,

**Sub: Enrolment letter to Wipro's Work Integrated Learning Program ("WILP") as Scholar Trainee – Work Integrated Learning Program**

Welcome to WILP!

With reference to your application, it is our pleasure to enroll you as a Scholar Trainee – Work Integrated Learning Program. This is a scholarship program customized as a robust academic and training program which will enable you to obtain M-Tech degree from one of the premier engineering institution / University in India.

The duration of the academic program shall be 48 months from the **date of enrolment to the academic program**. You will be enrolled into the academic program within 12 months from date of joining. Your date of joining will be intimated through a separate communication.

We hope you enjoy the learning with WILP and have an enriching experience being a part of Wipro Limited ("Wipro or "Company").

Please read through the terms and conditions of your enrolment as provided below.

We look forward to having a long and fruitful relationship with you at WILP, Wish you all the best!

Yours sincerely,  
For **Wipro Limited**,

**Aparna Shailen**  
**General Manager - Human Resources**

**Endorsement**

I accept the enrolment and the terms and conditions thereof as specified below. I shall report for undergoing study on

**Terms & Conditions of Scholarship**

**1. PROFILE:**

You have been selected to be a part of Wipro's WILP and are enrolled as a Scholar Trainee- Work Integrated Learning Program. Upon joining WILP, you will have to undergo a "Project Readiness Program" ('PRP') that prepares you to participate in projects at the Company as part of this learning program. This robust academic program will also enable you to obtain **M-Tech degree from one of the premier engineering Institution / University** upon successful completion of the course.

**2. DURATION:**

The duration of your academic program will be for a period of 48 months from the date of enrolment to the academic program. You will be enrolled into the academic program within 12 months from date of joining. Unless the Company extends the period of your study in writing, which is done solely at the discretion of the Company, your enrolment would automatically terminate at the end of the stated 48 months.

In case the Company extends the academic period (in writing) you will continue to be enrolled as a Scholar Trainee – Work Integrated Learning Program with WILP.

### 3. Appointment details:

We provide support to our global customers through various Company locations in India to suit customer requirements by operating 24x7. You would be operating from any of these locations and in any of the shifts, including night shift, as may be decided by the Company, keeping in mind the business needs and deliverables to customers.

### 4. Scholarship/Stipend and Benefits

During your period of enrolment, you would be entitled to a consolidated monthly scholarship.

Apart from the monthly scholarship, the Company will provide you with life & accidental insurance that would include a cover for you, the premium / cost will be taken care of by Wipro. This is a voluntary benefit offered by the Company and the details of the same are listed below.

- i. A Group Personal Accident Insurance (GPAI) coverage of **Rs.12,00,000/-**. You could also choose to get additional coverage for a nominal and highly negotiated premium. More details on the policy are available in My Policies section in myWipro, the HR portal at Wipro.
- ii. Group Life Insurance coverage of **Rs.14, 00,000/-**. This sum insured is inclusive of cover as per EDLI (Employee Deposit Linked Insurance). You can also get an extra coverage for a nominal and highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

In addition to the above, you are also eligible for medical insurance cover towards hospitalization.

You are eligible for a floater coverage of Rs.2,00,000/- per annum for family (self, spouse & children) towards hospitalization. There will be a deduction from your monthly scholarship/stipend depending on your marital/family status towards the base sum insured premium. 10% of the claim amount would need to be borne by the employee/Scholar trainee.

Base Medical insurance is to be availed by the employee as default. It is accounted for in deductions as a nominal monthly charge. Top-Up cover is voluntary and charged as applicable during renewal timelines.

If you wish to enhance the coverage, a top up cover option is also available for a highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

The below table lists down your scholarship details:

Period	Scholarship	ESI	Consolidated Scholarship (Rs. Per Month)
First year	15000	488	15,488/- (*)
Second year	17000	553	17,553/- (*)
Third year	19000	618	19,618/- (*)
Fourth year	23000	0	23,000/- (*)

(\*) You shall be responsible for payment of all statutory contributions, taxes, dues and levies as may be required under the relevant laws including contributions under Employees' State Insurance Corporation Act (**at 0.75% of your Scholarship**) as and when applicable to you. Such contributions, taxes, dues and levies where required, shall be deducted from your Scholarship and benefits according to applicable laws and regulations.

Your fourth-year scholarship will continue until completion of your M-Tech program. Your enrolment into the MTech academic program within 12 months from date of joining.

You shall be eligible to receive a onetime "joining bonus" of Rs.75,000 after you join Wipro along with your first month salary. All applicable taxes on the payment of this amount will be borne by you. Please note in the event you leave the organization within 12 months from the date of joining, payment processed under Joining bonus shall be recovered from the employee at the time of exit.

The enhancement of the scholarship at the end of each academic year of study will be at the discretion of the Company and subject to your satisfactory progress of study, acquisition of skills, behavior, regularity and punctuality in attendance. Your continued enrolment in the course, will be at the discretion of the Company, and is subject to satisfactory academic performance and other requirements as prescribed in the WILP portal.

In case your project performance at any stage is not found to be at par with the requirement of WILP, then you would be placed on performance improvement program (PIP). If you fail to successfully complete the PIP, the Company may at its sole discretion discontinue your enrolment in the WILP program.

#### **Book Allowance:**

A Book Allowance of Rs.1,250/- will be provided to you per semester. This allowance will be given every semester except the last semester when you will be engaged in dissertation. The allowance will be paid to you centrally along with your scholarship during the course of each semester. The allowance will be subject to tax. Book allowance is applicable and paid only when you are registered for the semester.

#### **5. Training Agreement:**

- i. This letter of enrolment is subject to the execution of a training agreement in the prescribed proforma with Wipro Limited, Sarjapur Road, Doddakannelli, Bengaluru-560035 on or before joining the program ("Training Agreement").
- ii. This Training agreement shall be for a total period of 60 Months where you will be mentored for developing your skills and knowledge. This included technical training, in various formats, both online and offline and practical experience in various projects. The Company invests on your behalf for the cost of these trainings. Should you discontinue the WILP program or your enrolment with WILP is cancelled for any reason whatsoever before the completion of 60 months from the date of joining, the training expenses of Rs.75,000/-(Rupees Seventy five thousand only) will have to be paid by you as detailed in the Training Agreement.

#### **6. PROJECT READINESS PROGRAM (PRP)**

Upon enrolment, you will have to undergo a Project Readiness Program (PRP) to prepare you to participate in projects. This is offered by Wipro's - Talent Transformation Department to all campus and off-campus selects. The broad objective of PRP is to equip you with the necessary knowledge and skills that will enable you to start working on real-life project work which is an integral part of the WILP.

#### **7. Regulations of Academic study:**

- i. You will be enrolled for M-Tech program with a renowned institution ("University") that collaborates with Wipro for WILP.
- ii. Course specialization includes but is not limited to Software Systems, Software Engineering, Information Technology, Computing Systems and Infrastructure Management, Data Analytics, IoT, Cloud, Digital & Cyber security, Embedded Systems.
- iii. Your specialization and enrolment would be decided based on prevailing business requirements and decision of the Company is final and binding.
- iv. You will not be able to change Specialization track after enrolment.
- v. Overall program duration is 4 years from date of enrolment of academic program.
- vi. As per the program structure, a WILP Scholar trainee will register and pursue 4 to 6 courses per semester over 7 semesters.
- vii. You will be required to submit a project work / dissertation in your final semester (8<sup>th</sup> semester of your program). This will enable you to advance your professional capabilities by applying concepts and techniques in projects.
- viii. Each course has multiple evaluation components. This includes an assignment component, quiz, mid-semester examination and comprehension examination. All evaluation components are mandatory for securing a pass grade in a course as prescribed by the partnering institution.

- ix. Contact classes are organized as per the handout and calendar prepared and shared by the University at the beginning of each semester. In the normal course, one session of 2 hours duration per course per contact class is organized.
- x. You will be called upon to undergo studies during the hours and days as may be fixed by the Company from time to time. Normally, the study hours would be from 9:00am to 6:00pm
- xi. The faculty will take attendance/circulate attendance sheets for every session. It is your responsibility to ensure that your attendances are recorded properly.
- xii. WILP Scholar trainees are expected to be on time for every session. Punctuality is non-negotiable and the faculty reserves the right to deny entry and attendance to late comers.
- xiii. Attending 75% of contact session is mandatory for each course to appear for examinations.
- xiv. Not attending classes for reasons like medical/on the job training /late coming/personal problems and other similar reasons would be treated as absenteeism.
- xv. Scholar trainees who fail to meet the minimum attendance criteria will not qualify for comprehension exams for any of the registered courses in that semester.
- xvi. For any reason, you are not able to meet the minimum attendance criteria or not complete the mandatory assignments / quiz / examinations in any semester, you are required to repeat the same semester as and when the next batch is organized. In such cases, rules and regulations governing academic programs at that time would be applicable. In addition, additional semesters fees are to be borne by you as prescribed by the University.
- xvii. At the end of each semester, the performance of each Scholar Trainee in a course, is specified as a letter grade which is obtained through a Relative Grading procedure
- xviii. Any Scholar trainee securing 3 or more cumulative fail grade at any point in time will be expelled from WILP Program.
- xix. The 8th semester of study is fully devoted for dissertation / project work
- xx. If a Scholar trainee's CGPA is less than 5.5, the Scholar trainee will not be permitted to register for the dissertation. He/she has to re-appear for exams and secure a CGPA of 5.5 before taking up the dissertation. Also, a Scholar trainee with an E grade in any course will not be permitted to register for the Dissertation
- xxi. Project / Dissertation work has to be carried out by each individual separately. Teamwork is not permitted.
- xxii. The dissertation has to be completed strictly as per the guidelines that are outlined by collaborating institution.
- xxiii. WILP Scholar trainees are expected to maintain decorum and discipline in line with Wipro's professional work culture and environment.
- xxiv. In cases where a Scholar trainee deviates from the expected behaviour as prescribed by the WILP and partnering institution from time to time , strict action will be taken and the decision of the WILP Team / faculty /, University would be final and binding.
- xxv. Breach of integrity will be dealt with sternly. Such Scholar trainees will be asked to discontinue their studies and also expelled from WILP program.
- xxvi. On successful completion of the study, you will be eligible to receive the M-Tech degree from the collaborating University, in recognition of your successfully completing the course.
- xxvii. All Scholar trainees of the WILP will be given testimonials at the end of the successful completion of the M-Tech degree program. The testimonial contains the timeline in the WILP and the kind of project works carried during this opportunity.

Mode of contact session, examination pattern and other academic program norms are subject to change based on the prevailing situation / University norms declared from time to time. Decision of the University would be final and binding.

## **8. Conflict of Interest:**

- i. During your enrolment period with the WILP, you will focus exclusively on the requirements of the program. In addition to your study and academic requirements, you are required to engage yourself exclusively in the work assigned by Wipro and shall not take up any independent or individual assignments (whether part time or full time, in an advisory capacity or otherwise) directly or indirectly without the express written consent of Head /

## Manager of WILP Academy

- ii. You shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any person who is involved in activities, which are or shall be in conflict with the interests of Wipro.
- iii. The Conflict of Interest Policy also refers to the need on your part, during your enrolment and for a period of one year from the cessation of your enrolment with WILP (irrespective of the circumstances of, or the reasons for, the cessation) not to solicit, induce or encourage:
  - a. Any student/scholar trainee of the WILP to abandon /withdraw their enrolment with the program or to accept enrolment and/or employment with any competitor, supplier or any customer with whom you have a connection.
  - b. Any employee of Wipro to terminate their employment with Wipro or to accept employment with any competitor, supplier or any customer with whom you have a connection.
  - c. Any customer or vendor of Wipro to move their existing business with Wipro to a third party or to terminate their business relationship with Wipro.
  - d. Any existing employee and/or student of WILP to become associated with, or perform services of any type for any third party.
- iv. In case of any conflict or doubt, please discuss the matter with Head / Manager of WILP, to understand Wipro's position on this and resolve the conflict.

## 9. Obligation and Responsibilities:

- i. During the study period you will be governed by the WILP regulations and instructions as may be modified, from time to time, in relation to conduct, discipline and other matters.
- ii. During your study as part of WILP, Company expects you to undergo study in the area in which you are placed, with a high standard of initiative and efficiency. This is critical and Company has zero tolerance towards any deviations.
- iii. You would not be allowed to seek membership of any local or public body without the written approval from the Head / Manager of WILP.
- iv. During the study period and thereafter, you would not be allowed to give out to anyone in writing or by word of mouth or otherwise, particulars or details of work - process, technical know-how, research carried out, security arrangements, or administrative and/or organizational matters of confidential or secret nature which you may come across during your academic study or become known to you by virtue of your undergoing study under WILP or otherwise.
- v. You are bound by all regulations, instructions and policies of the WILP and Wipro. These are updated / modified on a periodic basis and new policies may be introduced and notified to Scholar trainees from time to time and you will be bound to comply with the same.
- vi. In consideration of the opportunities, trainings and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by WILP/Wipro and in the course of your association with WILP. This covenant shall endure during your association and beyond the cessation of your association with WILP (irrespective of the circumstances of, or the reasons for, the cessation).
- vii. In connection with your association with Wipro as part of the WILP and during the term of your association upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business or academic session hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

During the period of academic study, if you develop or conceptualize inventions, ideas, concepts, discoveries, techniques and improvements (including without limitation computer software) solely or jointly with others in relation to the operation of the WILP / Wipro, such developments will be fully communicated to the WILP academy and will be the sole intellectual property of Wipro. You agree to cooperate in the execution of documents to facilitate the assignment of such intellectual property when required.

## 10. Confidentiality:

- i. In consideration of the opportunities, training and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by Wipro and in the course of your enrolment. This covenant shall endure during your enrolment and beyond the cessation of your enrolment with Wipro (irrespective of the circumstances of, or the reasons for, the cessation).
- ii. During your training on projects at Wipro, you will be expected not to use or disclose any confidential information, including trade secrets, of any former employer (if any) or other person with whom you have an obligation of confidentiality and by signing below you affirm that you have no conflicting obligations or non-compete agreements that would prevent you from working without limitation for Wipro.

## **11. Assignment of Intellectual Property**

In connection with your enrolment and during the term of your enrolment, upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

## **12. Posting**

During the initial study period, initially you would be made familiar with Wipro, but you may if needed be re-assigned or transferred to another division, department, establishment or new location where Wipro, has its office or operation and WILP classes are running in the particular location, in India, without enhancing the scholarship amount. On placement of this nature, you will also be governed by the disciplinary rules and regulations as applicable in that unit/branch. You may also be placed in any sister company of Wipro, for practical studies.

## **13. Misconduct:**

- i. In case you are charged with any misconduct or disciplinary issue during your study period, your enrolment with WILP may be temporarily placed on suspension without payment of scholarship amount, for such period as Wipro may deem fit. If the charges against you are proved to be true, your enrolment may be immediately cancelled, without any notice or payment of scholarship in lieu of notice notwithstanding any clause of this letter of enrolment. It is clarified that this clause is without prejudice to Wipro's rights to enforce the Training Agreement duly signed by you even after cancellation of your enrolment for whatever reasons as the case may be.
- ii. Notwithstanding the condition regarding written notice of termination and without prejudice to Wipro's right to enforce the Training agreement, Wipro shall have the right to terminate your academic study without any notice or payment of scholarship in lieu thereof, if any declaration given or information furnished by you to WILP/ Wipro is found to be false or if you are found to have willfully suppressed any material information.

**Please note that at any stage, whether during your selection process or upon enrolment with the WILP, if it is brought to our notice that you have indulged in malpractices or used illegal means to clear your online assessment, Wipro shall withdraw or revoke the enrolment and cancel the same with immediate effect and we reserve our rights to take suitable action against you as we may deem fit.**

## **14. Cancellation of Enrolment:**

Notwithstanding any of the clauses of this letter of enrolment, Company reserves the right at its sole discretion to cancel this enrolment during the study period without assigning any reason, by giving one month's (30 days) notice or one month's scholarship/stipend in lieu of notice.

## **15. Study Hours:**

- i. As a Scholar Trainee – Work Integrated Learning Program, you will be called upon to undergo studies during the hours and days as may be fixed by WILP from time to time as per the University requirements.
- ii. You would be assigned to any of the locations and any project work as part of your WILP as may be decided by the Company.
- iii. The full day lecture sessions will be held at any of Wipro's other establishments/outsourced venue. You may also be called upon to attend academic study as and when required on holidays, as may be scheduled in accordance with the convenience of the organizing team of the WILP.
- iv. The university will plan contact classes in multiple format to suit the project work situations and university guidelines such as contact classes in ILT (instructor Led training) and / or VILT (virtual Instructor Led Training and Self-Directed / Recorded lecture sessions).

## 16. General:

- i. This letter of enrolment is subject to the condition that you have not provided us with any false declaration or wilfully suppressed any material information. If you have, you will be liable for cancellation of enrolment from the WILP without any prior notice.
- ii. The terms of this letter of enrolment may be specifically enforced legally, if required. In this connection, if any of the provisions of this letter are declared or found to be void or unenforceable due to any reason whatsoever, the remaining provisions of this letter shall continue in full force and effect.
- iii. These enrolment terms supersede and replace any existing agreement or understanding, if any, between Wipro and you relating to the same subject matter.
- iv. You warrant that you are not prevented by a court or by any other administrative or judicial order from enrolling under this agreement. In the event that you are not a citizen of the country of posting, you should have a valid work permit to work in the country of posting.
- v. During the period of enrolment you are required to comply with all policies of WILP and Wipro. These policies are updated / modified on a periodic basis and new policies may be introduced and notified to the Scholar Trainees from time to time. You agree to comply with all policies as modified from time to time.

## 17. On Completion/Cancellation of Academic Program:

- i. On Completion of the academic program or cancellation of your enrolment , as the case may be, you will immediately surrender to Wipro/ the Academy all specifications, formulae, documents, literature, drawings or records, etc. belonging to Wipro/ the Academy or relating to its business and shall not make or retain any copies of these items.
- ii. You are not eligible to receive testimonial certificate if you do not successfully complete the academic study in accordance with this letter of enrolment and the study scheme formulated by the Academy.
- iii. Wipro reserves the right to offer employment at its sole discretion to a Scholar trainee on successful and satisfactory completion of the academic study.

## 18. Acceptance of Enrolment Letter:

Upon accepting the above terms and conditions, you are required to return the duplicate of this letter of enrolment, duly signed by you as a token of your acceptance on the day of joining WILP program.

Please confirm that the above terms are acceptable to you and that you accept the enrolment by signing a copy of this letter of enrolment and submit the same on the date of joining.

## 19. Work Allocation:

As part of your work responsibilities, you may be assigned to work on certain projects/accounts or other assignments as may be deemed fit by the Company in its sole discretion. Refusal to accept and deliver on such assignments shall be treated as a refusal to work and may result in termination of your employment or other disciplinary action.

Yours sincerely,

For **Wipro Limited**,



**Aparna Shailen**  
**General Manager - Human Resources**

I have read, understood and agree to accept the enrolment on the terms and conditions herein.

I shall be present for the induction session on

## **ANNEXURE I**

### **CONFIRMATION ON SHARING PERSONAL INFORMATION (AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT, 2000)**

I Radheshyam Thakur, confirm that I am voluntarily sharing my Personal Information with Wipro Limited ('Wipro') being a part of WILP of Wipro for the following purposes:

- a. validating my application form and retaining records on the same for any future reference/verification;
- b. processing my application form including background verification checks;
- c. academic study related actions including record keeping, processing scholarship advance and benefits and any action required in the context of my enrolment with Wipro, being a part of WILP.

In this context, I also agree to the retention of such Personal Information by Wipro for any future reference/verification and authorize Wipro to transfer the same to a third party.

I understand that 'Personal Information' means any information, relating to me that is available with Wipro and is capable of identifying me."

## **ANNEXURE II**

I hereby confirm that I shall submit the required academic certificate including but not limited to mark sheet and Provisional or Convocation Degree Certificate within 3 months from my date of joining. I understand that my enrolment is subject to my aggregate meeting the Wipro eligibility criteria and submission of the above mentioned documents.

I hereby declare that all the particulars mentioned above are true to the best of my knowledge. In the event of my failure to submit the above mentioned documents or in case of any discrepancy, I shall be liable for termination of my enrolment with Wipro.

## **ANNEXURE – III**

### **INITIAL INDUCTION PROGRAM**

The Talent Transformation team at Wipro groom's campus selects to help them face the challenges of the corporate world.

A holistic 360 degree approach to training is adopted and helps them hone their fundamental computer skills followed by insights into Wipro businesses, process, technology and behavioural skills.

To understand and appreciate the mindset of the young Trainees and ensure that the transformation is smooth, the induction program is done by a team of dedicated professionals who have exposure to the academic and corporate sectors alike. Project Readiness Program (PRP) is a training program designed to address the basic learning needs of the Trainees.

#### **Corporate Readiness Program - CRP**

The CRP program is focused on making young Trainees comfortable in a corporate environment. This program starts with a corporate induction.

"EMERGE" a behavioural skills building training program ensures that the fresh Trainee start feeling at ease in the "corporate world". This activity based behavioural intervention informs the new entrants about the corporate work culture and business etiquette.

#### **Technology Readiness Program - TRP**

The technology training provides critical technical skills required to work on projects allocated to Trainees and prepare to face the demands of the project world. We begin doing this by familiarizing with Wipro's businesses and work environment.

The methodology of training is "Project Based Learning" (PBL) approach, the entire learning is designed around a series of projects that the recruits are expected to complete individually by learning and applying various topics required to complete the project. Starting with individual projects, the PBL approach ends with recruits working on a team project.

## **ANNEXURE – IV**

I have read and understood the terms of my enrolment letter. I agree and acknowledge that I am a Student/Scholar trainee with Wipro's WILP. I further undertake that I shall not represent to any person within Wipro or any other third



party that I am an employee of Wipro Ltd and I fully understand that such false representation shall entail severe disciplinary action including immediate cancellation of my enrolment.

### **Travel, Accommodation, Food & Other Miscellaneous Expenses**

#### **Travel**

- i. You would be entitled for Rs. 1500 from the date of appointment as a lump sum amount that will be credited with your first month stipend. You may utilize this amount towards Travel and you would not need to submit bills towards usage of this amount.
- ii. There is no provision for reimbursement/allowance towards any expenses incurred in lieu of attending training or classes at different locations in the same city.

#### **Accommodation, Food & other Miscellaneous Expenses**

- i. You would be entitled for Rs.400 per day for 8 days (total amount of Rs.3,200) from the date of joining. You may utilize this amount towards accommodation, food & other miscellaneous expenses. This would be paid as a lump sum amount that will be credited with your first month stipend and you would not need to submit bills towards usage of this amount.
- ii. If your posting location (the location where you would be based out of after training) is different from the training location (location where you undergo initial training), you would be entitled for the following:  
  
Settlement and Miscellaneous Expenses: Rs.1200 per day for 7 days (total amount of Rs. 8,400) from the date of reporting to the posting location. You may utilize this amount towards boarding, lodging, conveyance & other miscellaneous expenses.
- iii. Any location change after reporting to posting location will be treated as relocation/transfer and will be covered under the Transfer policy for Team Rainbow. For details you can refer the policy at myWipro-> My Policies -> India->My Travel>Transfer Policy-Team Rainbow.
- iv. Campus joiners would not be eligible for accommodation at the Wipro guest houses.

**Please note in the event that the employee leaves the organization within 6 months from the date of joining, all payments processed under Joining & Relocation Entitlements shall be recovered from the employee at the time of exit.**

**Skill Preferences 1 :** [DAAI -Cloud & Digital Database](#)

**Location Preferences 1 :** [Bangalore](#)

**Skill Preferences 2 :** [CEP-SAP-ABAP](#)

**Location Preferences 2 :** [Mysore](#)

**Skill Preferences 3 :** [Python App](#)

**Location Preferences 3 :** [Chennai](#)

☒ Accept ☐ Decline

☒ **Signature** [Radheshyam Thakur 25/1/2023 10:00 PM](#)

(checking the checkbox above is equivalent to a handwritten signature)

Registered Office:

**Wipro  
Limited**

**T :**+91 (80) 2844 0011

Doddakannelli

**F :**+91 (80) 2844 0054

Sarjapur  
Road

**E :**info@wipro.com

Bengaluru  
560 035

**W :**wipro.com

India

**C :**L32102KA1945PLC020800

26168298



## **OFFER LETTER**

5<sup>th</sup> February 2022

GAGAN B N

CMR University

Dear GAGAN B N,

We are pleased to formally confirm your internship offer with Genpact. The duration of the project will be **20** weeks beginning **12<sup>th</sup> February 2022** working with us on Project - **Ryan Specialty**.

You will be required to apply and maintain the highest standards of personal conduct and integrity and comply with all Genpact policies as may be applicable. Any violation of the same can result in this offer being withdrawn without any notice.

Please feel free to contact HR Manager – **Kumari, Neha** [neha.kumari2@genpact.com](mailto:neha.kumari2@genpact.com) in case of any clarifications.

Once again, we are delighted to have you on board and hope you have a rewarding and enriching experience with Genpact.

Congratulations and welcome to the team!

Yours Sincerely,

**Ritu Bhatia**

Senior Vice President -Recruitment, India

Human Resources  
Genpact Phase 5 Office  
Gurgaon- 122002  
[www.genpact.com](http://www.genpact.com)

GAGAN B N

Genpact, 2022



## **Annexure 1- Joining Documents**

Please carry the following documents with you and furnish them at the time of Orientation and joining your business.

Joining will not happen without these documents:

1. **Internship Offer Letter**
  - a. Please bring a signed copy & handover to the Business HR Manager
  - b. Kindly sign both the pages with full signatures
2. **Photo ID**
  - a. One of the following: Voters ID, driving license, Passport, Aadhaar Card, PAN card or XII Board Hall ticket (Class XII Hall tickets will be accepted only for those candidates joining straight after school and don't have any other document)
3. **Address proof**
  - a. One of the following: Passport, Voters ID, Electricity bill (latest) of Self or Parents, Water Bill (latest) of Self or Parents, Bank Statement (Latest), Telephone landline bill (Latest) of self or Parents or Current lease deed- with you or Parents as lessee or co lessee



## **OFFER LETTER**

5<sup>th</sup> February 2022

GAGAN K

CMR University

Dear GAGAN K,

We are pleased to formally confirm your internship offer with Genpact. The duration of the project will be **20** weeks beginning **12<sup>th</sup> February 2022** working with us on Project - **Ryan Specialty**.

You will be required to apply and maintain the highest standards of personal conduct and integrity and comply with all Genpact policies as may be applicable. Any violation of the same can result in this offer being withdrawn without any notice.

Please feel free to contact HR Manager – **Kumari, Neha** [neha.kumari2@genpact.com](mailto:neha.kumari2@genpact.com) in case of any clarifications.

Once again, we are delighted to have you on board and hope you have a rewarding and enriching experience with Genpact.

Congratulations and welcome to the team!

Yours Sincerely,

**Ritu Bhatia**

Senior Vice President -Recruitment, India

Human Resources  
Genpact Phase 5 Office  
Gurgaon- 122002  
[www.genpact.com](http://www.genpact.com)

GAGAN K

Genpact, 2022



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3. **Address proof**
  - a. One of the following: Passport, Voters ID, Electricity bill (latest) of Self or Parents, Water Bill (latest) of Self or Parents, Bank Statement (Latest), Telephone landline bill (Latest) of self or Parents or Current lease deed- with you or Parents as lessee or co lessee



**Subject: Offer of Employment**

Dear Ganesh R

Heartiest Congratulations to you!

HDFC Life is delighted to offer you the full-time position of Executive Trainee in our contingent upon your successful clearance of MBA examination.

A detailed Compensation structure is enclosed herewith (Annexure 1) for your reference. An appointment letter along with the terms and conditions of employment will be issued to you after joining.

We are extremely excited to have you onboard. We are looking forward to receiving your acceptance of the offer on the duplicate copy of this letter. Please attach your resume and two passport size photographs with the same.

Warm Regards,

**Human Resources**



**Annexure 1**

**Designation:** Executive Trainee

**Band:** J2

**CTC STRUCTURE**

Pay Items	Per Annum	Per Month
-----------	-----------	-----------

Fixed Pay		
Basic	1,15,500	9,625
Other Allowance	64,493	5,374
Tablet Allowance	12,000	1,000
Daily Activity Allowance	24,000	2,000
House Rental Allowance	69,300	5,775
Statutory Bonus	24,000	2000
Total Monthly Gross	3,09,293	25,774
Retirals and Other Benefits (As per relevant Regulations & Acts)		
Provident Fund	21,600	
Gratuity	5,582	
Flexi Pay	41,225	
Valued Benefits		
Group Insurance Benefit	7,300	
Fixed Cost to Company	3,85,000	
Variable Pay		
Variable Pay for Performance <sup>2</sup>	40,000	
Total Cost to Company	4,25,000	
<sup>2</sup> Variable Pay for Performance (VPP) is subject to your achieving a rating of “3-Meets Expectations” and above. The rating is assigned to an individual, on successful completion of the Executive Trainee Program (12 m), basis actual performance against the defined targets.		
Other Benefits (as per prevalent Company Policy):		
Group Term Insurance: Term cover of INR 12,00,000 Mediclaim: INR 4,00,000 for self and dependents		

1

**Flexi Pay:**

- Flexi component amount allocation can be planned by you in Flexi Benefit Planner. Please note that component selection will alter your monthly take home as against the aforementioned monthly gross
- LTA, Mobile Handset Allowance, Fuel & Driver are reimbursable components. On opting for these, the payout will be made only after submission of documents as provided in the Flexi Policy □ **Maximum amounts allocable under Flexi Pay are following:**

Component	Per annum	Per month
LTA (Leave Travel Allowance)	9,625	802
Mobile Handset Allowance	10,000	833
Fuel & Driver	21,600	1,800







## Welcome to Wipro's Work Integrated Learning Program ("WILP")

**Work Integrated Learning Programme**  
**Wipro Limited, Dodda Kannelli**  
**Sarjapur Road, Bengaluru - 560 035.**  
**Phone: (080) 28440011/12, Fax: (080) 28440256**

Dear GAURAV THAKUR,

### **Sub: Enrolment letter to Wipro's Work Integrated Learning Program ("WILP") as Scholar Trainee – Work Integrated Learning Program**

Welcome to WILP!

With reference to your application, it is our pleasure to enroll you as a Scholar Trainee – Work Integrated Learning Program. This is a scholarship program customized as a robust academic and training program which will enable you to obtain M-Tech degree from one of the premier engineering institution / University in India.

The duration of the academic program shall be 48 months from the **date of enrolment to the academic program**. You will be enrolled into the academic program within 12 months from date of joining. Your date of joining will be intimated through a separate communication.

We hope you enjoy the learning with WILP and have an enriching experience being a part of Wipro Limited ("Wipro or "Company").

Please read through the terms and conditions of your enrolment as provided below.

We look forward to having a long and fruitful relationship with you at WILP, Wish you all the best!

Yours sincerely,  
For **Wipro Limited**,

**Aparna Shailen**  
**General Manager - Human Resources**

#### **Endorsement**

I accept the enrolment and the terms and conditions thereof as specified below. I shall report for undergoing study on

#### **Terms & Conditions of Scholarship**

##### **1. PROFILE:**

You have been selected to be a part of Wipro's WILP and are enrolled as a Scholar Trainee- Work Integrated Learning Program. Upon joining WILP, you will have to undergo a "Project Readiness Program" ('PRP') that prepares you to participate in projects at the Company as part of this learning program. This robust academic program will also enable you to obtain **M-Tech degree from one of the premier engineering Institution / University** upon successful completion of the course.

##### **2. DURATION:**

The duration of your academic program will be for a period of 48 months from the date of enrolment to the academic program. You will be enrolled into the academic program within 12 months from date of joining. Unless the Company extends the period of your study in writing, which is done solely at the discretion of the Company, your enrolment would automatically terminate at the end of the stated 48 months.

In case the Company extends the academic period (in writing) you will continue to be enrolled as a Scholar Trainee – Work Integrated Learning Program with WILP.

### 3. Appointment details:

We provide support to our global customers through various Company locations in India to suit customer requirements by operating 24x7. You would be operating from any of these locations and in any of the shifts, including night shift, as may be decided by the Company, keeping in mind the business needs and deliverables to customers.

### 4. Scholarship/Stipend and Benefits

During your period of enrolment, you would be entitled to a consolidated monthly scholarship.

Apart from the monthly scholarship, the Company will provide you with life & accidental insurance that would include a cover for you, the premium / cost will be taken care of by Wipro. This is a voluntary benefit offered by the Company and the details of the same are listed below.

- i. A Group Personal Accident Insurance (GPAI) coverage of **Rs.12,00,000/-**. You could also choose to get additional coverage for a nominal and highly negotiated premium. More details on the policy are available in My Policies section in myWipro, the HR portal at Wipro.
- ii. Group Life Insurance coverage of **Rs.14, 00,000/-**. This sum insured is inclusive of cover as per EDLI (Employee Deposit Linked Insurance). You can also get an extra coverage for a nominal and highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

In addition to the above, you are also eligible for medical insurance cover towards hospitalization.

You are eligible for a floater coverage of Rs.2,00,000/- per annum for family (self, spouse & children) towards hospitalization. There will be a deduction from your monthly scholarship/stipend depending on your marital/family status towards the base sum insured premium. 10% of the claim amount would need to be borne by the employee/Scholar trainee.

Base Medical insurance is to be availed by the employee as default. It is accounted for in deductions as a nominal monthly charge. Top-Up cover is voluntary and charged as applicable during renewal timelines.

If you wish to enhance the coverage, a top up cover option is also available for a highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

The below table lists down your scholarship details:

Period	Scholarship	ESI	Consolidated Scholarship (Rs. Per Month)
First year	15000	488	15,488/- (*)
Second year	17000	553	17,553/- (*)
Third year	19000	618	19,618/- (*)
Fourth year	23000	0	23,000/- (*)

(\*) You shall be responsible for payment of all statutory contributions, taxes, dues and levies as may be required under the relevant laws including contributions under Employees' State Insurance Corporation Act (**at 0.75% of your Scholarship**) as and when applicable to you. Such contributions, taxes, dues and levies where required, shall be deducted from your Scholarship and benefits according to applicable laws and regulations.

Your fourth-year scholarship will continue until completion of your M-Tech program. Your enrolment into the MTech academic program within 12 months from date of joining.

You shall be eligible to receive a onetime "joining bonus" of Rs.75,000 after you join Wipro along with your first month salary. All applicable taxes on the payment of this amount will be borne by you. Please note in the event you leave the organization within 12 months from the date of joining, payment processed under Joining bonus shall be recovered from the employee at the time of exit.

The enhancement of the scholarship at the end of each academic year of study will be at the discretion of the Company and subject to your satisfactory progress of study, acquisition of skills, behavior, regularity and punctuality in attendance. Your continued enrolment in the course, will be at the discretion of the Company, and is subject to satisfactory academic performance and other requirements as prescribed in the WILP portal.

In case your project performance at any stage is not found to be at par with the requirement of WILP, then you would be placed on performance improvement program (PIP). If you fail to successfully complete the PIP, the Company may at its sole discretion discontinue your enrolment in the WILP program.

#### **Book Allowance:**

A Book Allowance of Rs.1,250/- will be provided to you per semester. This allowance will be given every semester except the last semester when you will be engaged in dissertation. The allowance will be paid to you centrally along with your scholarship during the course of each semester. The allowance will be subject to tax. Book allowance is applicable and paid only when you are registered for the semester.

#### **5. Training Agreement:**

- i. This letter of enrolment is subject to the execution of a training agreement in the prescribed proforma with Wipro Limited, Sarjapur Road, Doddakannelli, Bengaluru-560035 on or before joining the program ("Training Agreement").
- ii. This Training agreement shall be for a total period of 60 Months where you will be mentored for developing your skills and knowledge. This included technical training, in various formats, both online and offline and practical experience in various projects. The Company invests on your behalf for the cost of these trainings. Should you discontinue the WILP program or your enrolment with WILP is cancelled for any reason whatsoever before the completion of 60 months from the date of joining, the training expenses of Rs.75,000/-(Rupees Seventy five thousand only) will have to be paid by you as detailed in the Training Agreement.

#### **6. PROJECT READINESS PROGRAM (PRP)**

Upon enrolment, you will have to undergo a Project Readiness Program (PRP) to prepare you to participate in projects. This is offered by Wipro's - Talent Transformation Department to all campus and off-campus selects. The broad objective of PRP is to equip you with the necessary knowledge and skills that will enable you to start working on real-life project work which is an integral part of the WILP.

#### **7. Regulations of Academic study:**

- i. You will be enrolled for M-Tech program with a renowned institution ("University") that collaborates with Wipro for WILP.
- ii. Course specialization includes but is not limited to Software Systems, Software Engineering, Information Technology, Computing Systems and Infrastructure Management, Data Analytics, IoT, Cloud, Digital & Cyber security, Embedded Systems.
- iii. Your specialization and enrolment would be decided based on prevailing business requirements and decision of the Company is final and binding.
- iv. You will not be able to change Specialization track after enrolment.
- v. Overall program duration is 4 years from date of enrolment of academic program.
- vi. As per the program structure, a WILP Scholar trainee will register and pursue 4 to 6 courses per semester over 7 semesters.
- vii. You will be required to submit a project work / dissertation in your final semester (8<sup>th</sup> semester of your program). This will enable you to advance your professional capabilities by applying concepts and techniques in projects.
- viii. Each course has multiple evaluation components. This includes an assignment component, quiz, mid-semester examination and comprehension examination. All evaluation components are mandatory for securing a pass grade in a course as prescribed by the partnering institution.

- ix. Contact classes are organized as per the handout and calendar prepared and shared by the University at the beginning of each semester. In the normal course, one session of 2 hours duration per course per contact class is organized.
- x. You will be called upon to undergo studies during the hours and days as may be fixed by the Company from time to time. Normally, the study hours would be from 9:00am to 6:00pm
- xi. The faculty will take attendance/circulate attendance sheets for every session. It is your responsibility to ensure that your attendances are recorded properly.
- xii. WILP Scholar trainees are expected to be on time for every session. Punctuality is non-negotiable and the faculty reserves the right to deny entry and attendance to late comers.
- xiii. Attending 75% of contact session is mandatory for each course to appear for examinations.
- xiv. Not attending classes for reasons like medical/on the job training /late coming/personal problems and other similar reasons would be treated as absenteeism.
- xv. Scholar trainees who fail to meet the minimum attendance criteria will not qualify for comprehension exams for any of the registered courses in that semester.
- xvi. For any reason, you are not able to meet the minimum attendance criteria or not complete the mandatory assignments / quiz / examinations in any semester, you are required to repeat the same semester as and when the next batch is organized. In such cases, rules and regulations governing academic programs at that time would be applicable. In addition, additional semesters fees are to be borne by you as prescribed by the University.
- xvii. At the end of each semester, the performance of each Scholar Trainee in a course, is specified as a letter grade which is obtained through a Relative Grading procedure
- xviii. Any Scholar trainee securing 3 or more cumulative fail grade at any point in time will be expelled from WILP Program.
- xix. The 8th semester of study is fully devoted for dissertation / project work
- xx. If a Scholar trainee's CGPA is less than 5.5, the Scholar trainee will not be permitted to register for the dissertation. He/she has to re-appear for exams and secure a CGPA of 5.5 before taking up the dissertation. Also, a Scholar trainee with an E grade in any course will not be permitted to register for the Dissertation
- xxi. Project / Dissertation work has to be carried out by each individual separately. Teamwork is not permitted.
- xxii. The dissertation has to be completed strictly as per the guidelines that are outlined by collaborating institution.
- xxiii. WILP Scholar trainees are expected to maintain decorum and discipline in line with Wipro's professional work culture and environment.
- xxiv. In cases where a Scholar trainee deviates from the expected behaviour as prescribed by the WILP and partnering institution from time to time , strict action will be taken and the decision of the WILP Team / faculty /, University would be final and binding.
- xxv. Breach of integrity will be dealt with sternly. Such Scholar trainees will be asked to discontinue their studies and also expelled from WILP program.
- xxvi. On successful completion of the study, you will be eligible to receive the M-Tech degree from the collaborating University, in recognition of your successfully completing the course.
- xxvii. All Scholar trainees of the WILP will be given testimonials at the end of the successful completion of the M-Tech degree program. The testimonial contains the timeline in the WILP and the kind of project works carried during this opportunity.

Mode of contact session, examination pattern and other academic program norms are subject to change based on the prevailing situation / University norms declared from time to time. Decision of the University would be final and binding.

## **8. Conflict of Interest:**

- i. During your enrolment period with the WILP, you will focus exclusively on the requirements of the program. In addition to your study and academic requirements, you are required to engage yourself exclusively in the work assigned by Wipro and shall not take up any independent or individual assignments (whether part time or full time, in an advisory capacity or otherwise) directly or indirectly without the express written consent of Head /

## Manager of WILP Academy

- ii. You shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any person who is involved in activities, which are or shall be in conflict with the interests of Wipro.
- iii. The Conflict of Interest Policy also refers to the need on your part, during your enrolment and for a period of one year from the cessation of your enrolment with WILP (irrespective of the circumstances of, or the reasons for, the cessation) not to solicit, induce or encourage:
  - a. Any student/scholar trainee of the WILP to abandon /withdraw their enrolment with the program or to accept enrolment and/or employment with any competitor, supplier or any customer with whom you have a connection.
  - b. Any employee of Wipro to terminate their employment with Wipro or to accept employment with any competitor, supplier or any customer with whom you have a connection.
  - c. Any customer or vendor of Wipro to move their existing business with Wipro to a third party or to terminate their business relationship with Wipro.
  - d. Any existing employee and/or student of WILP to become associated with, or perform services of any type for any third party.
- iv. In case of any conflict or doubt, please discuss the matter with Head / Manager of WILP, to understand Wipro's position on this and resolve the conflict.

## 9. Obligation and Responsibilities:

- i. During the study period you will be governed by the WILP regulations and instructions as may be modified, from time to time, in relation to conduct, discipline and other matters.
- ii. During your study as part of WILP, Company expects you to undergo study in the area in which you are placed, with a high standard of initiative and efficiency. This is critical and Company has zero tolerance towards any deviations.
- iii. You would not be allowed to seek membership of any local or public body without the written approval from the Head / Manager of WILP.
- iv. During the study period and thereafter, you would not be allowed to give out to anyone in writing or by word of mouth or otherwise, particulars or details of work - process, technical know-how, research carried out, security arrangements, or administrative and/or organizational matters of confidential or secret nature which you may come across during your academic study or become known to you by virtue of your undergoing study under WILP or otherwise.
- v. You are bound by all regulations, instructions and policies of the WILP and Wipro. These are updated / modified on a periodic basis and new policies may be introduced and notified to Scholar trainees from time to time and you will be bound to comply with the same.
- vi. In consideration of the opportunities, trainings and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by WILP/Wipro and in the course of your association with WILP. This covenant shall endure during your association and beyond the cessation of your association with WILP (irrespective of the circumstances of, or the reasons for, the cessation).
- vii. In connection with your association with Wipro as part of the WILP and during the term of your association upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business or academic session hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

During the period of academic study, if you develop or conceptualize inventions, ideas, concepts, discoveries, techniques and improvements (including without limitation computer software) solely or jointly with others in relation to the operation of the WILP / Wipro, such developments will be fully communicated to the WILP academy and will be the sole intellectual property of Wipro. You agree to cooperate in the execution of documents to facilitate the assignment of such intellectual property when required.

## 10. Confidentiality:

- i. In consideration of the opportunities, training and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by Wipro and in the course of your enrolment. This covenant shall endure during your enrolment and beyond the cessation of your enrolment with Wipro (irrespective of the circumstances of, or the reasons for, the cessation).
- ii. During your training on projects at Wipro, you will be expected not to use or disclose any confidential information, including trade secrets, of any former employer (if any) or other person with whom you have an obligation of confidentiality and by signing below you affirm that you have no conflicting obligations or non-compete agreements that would prevent you from working without limitation for Wipro.

## **11. Assignment of Intellectual Property**

In connection with your enrolment and during the term of your enrolment, upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

## **12. Posting**

During the initial study period, initially you would be made familiar with Wipro, but you may if needed be re-assigned or transferred to another division, department, establishment or new location where Wipro, has its office or operation and WILP classes are running in the particular location, in India, without enhancing the scholarship amount. On placement of this nature, you will also be governed by the disciplinary rules and regulations as applicable in that unit/branch. You may also be placed in any sister company of Wipro, for practical studies.

## **13. Misconduct:**

- i. In case you are charged with any misconduct or disciplinary issue during your study period, your enrolment with WILP may be temporarily placed on suspension without payment of scholarship amount, for such period as Wipro may deem fit. If the charges against you are proved to be true, your enrolment may be immediately cancelled, without any notice or payment of scholarship in lieu of notice notwithstanding any clause of this letter of enrolment. It is clarified that this clause is without prejudice to Wipro's rights to enforce the Training Agreement duly signed by you even after cancellation of your enrolment for whatever reasons as the case may be.
- ii. Notwithstanding the condition regarding written notice of termination and without prejudice to Wipro's right to enforce the Training agreement, Wipro shall have the right to terminate your academic study without any notice or payment of scholarship in lieu thereof, if any declaration given or information furnished by you to WILP/ Wipro is found to be false or if you are found to have willfully suppressed any material information.

**Please note that at any stage, whether during your selection process or upon enrolment with the WILP, if it is brought to our notice that you have indulged in malpractices or used illegal means to clear your online assessment, Wipro shall withdraw or revoke the enrolment and cancel the same with immediate effect and we reserve our rights to take suitable action against you as we may deem fit.**

## **14. Cancellation of Enrolment:**

Notwithstanding any of the clauses of this letter of enrolment, Company reserves the right at its sole discretion to cancel this enrolment during the study period without assigning any reason, by giving one month's (30 days) notice or one month's scholarship/stipend in lieu of notice.

## **15. Study Hours:**

- i. As a Scholar Trainee – Work Integrated Learning Program, you will be called upon to undergo studies during the hours and days as may be fixed by WILP from time to time as per the University requirements.
- ii. You would be assigned to any of the locations and any project work as part of your WILP as may be decided by the Company.
- iii. The full day lecture sessions will be held at any of Wipro's other establishments/outsourced venue. You may also be called upon to attend academic study as and when required on holidays, as may be scheduled in accordance with the convenience of the organizing team of the WILP.
- iv. The university will plan contact classes in multiple format to suit the project work situations and university guidelines such as contact classes in ILT (instructor Led training) and / or VILT (virtual Instructor Led Training and Self-Directed / Recorded lecture sessions).

## 16. General:

- i. This letter of enrolment is subject to the condition that you have not provided us with any false declaration or wilfully suppressed any material information. If you have, you will be liable for cancellation of enrolment from the WILP without any prior notice.
- ii. The terms of this letter of enrolment may be specifically enforced legally, if required. In this connection, if any of the provisions of this letter are declared or found to be void or unenforceable due to any reason whatsoever, the remaining provisions of this letter shall continue in full force and effect.
- iii. These enrolment terms supersede and replace any existing agreement or understanding, if any, between Wipro and you relating to the same subject matter.
- iv. You warrant that you are not prevented by a court or by any other administrative or judicial order from enrolling under this agreement. In the event that you are not a citizen of the country of posting, you should have a valid work permit to work in the country of posting.
- v. During the period of enrolment you are required to comply with all policies of WILP and Wipro. These policies are updated / modified on a periodic basis and new policies may be introduced and notified to the Scholar Trainees from time to time. You agree to comply with all policies as modified from time to time.

## 17. On Completion/Cancellation of Academic Program:

- i. On Completion of the academic program or cancellation of your enrolment , as the case may be, you will immediately surrender to Wipro/ the Academy all specifications, formulae, documents, literature, drawings or records, etc. belonging to Wipro/ the Academy or relating to its business and shall not make or retain any copies of these items.
- ii. You are not eligible to receive testimonial certificate if you do not successfully complete the academic study in accordance with this letter of enrolment and the study scheme formulated by the Academy.
- iii. Wipro reserves the right to offer employment at its sole discretion to a Scholar trainee on successful and satisfactory completion of the academic study.

## 18. Acceptance of Enrolment Letter:

Upon accepting the above terms and conditions, you are required to return the duplicate of this letter of enrolment, duly signed by you as a token of your acceptance on the day of joining WILP program.

Please confirm that the above terms are acceptable to you and that you accept the enrolment by signing a copy of this letter of enrolment and submit the same on the date of joining.

## 19. Work Allocation:

As part of your work responsibilities, you may be assigned to work on certain projects/accounts or other assignments as may be deemed fit by the Company in its sole discretion. Refusal to accept and deliver on such assignments shall be treated as a refusal to work and may result in termination of your employment or other disciplinary action.

Yours sincerely,

For **Wipro Limited**,



**Aparna Shailen**  
**General Manager - Human Resources**

I have read, understood and agree to accept the enrolment on the terms and conditions herein.

I shall be present for the induction session on

## **ANNEXURE I**

### **CONFIRMATION ON SHARING PERSONAL INFORMATION (AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT, 2000)**

I Radheshyam Thakur, confirm that I am voluntarily sharing my Personal Information with Wipro Limited ('Wipro') being a part of WILP of Wipro for the following purposes:

- a. validating my application form and retaining records on the same for any future reference/verification;
- b. processing my application form including background verification checks;
- c. academic study related actions including record keeping, processing scholarship advance and benefits and any action required in the context of my enrolment with Wipro, being a part of WILP.

In this context, I also agree to the retention of such Personal Information by Wipro for any future reference/verification and authorize Wipro to transfer the same to a third party.

I understand that 'Personal Information' means any information, relating to me that is available with Wipro and is capable of identifying me."

## **ANNEXURE II**

I hereby confirm that I shall submit the required academic certificate including but not limited to mark sheet and Provisional or Convocation Degree Certificate within 3 months from my date of joining. I understand that my enrolment is subject to my aggregate meeting the Wipro eligibility criteria and submission of the above mentioned documents.

I hereby declare that all the particulars mentioned above are true to the best of my knowledge. In the event of my failure to submit the above mentioned documents or in case of any discrepancy, I shall be liable for termination of my enrolment with Wipro.

## **ANNEXURE – III**

### **INITIAL INDUCTION PROGRAM**

The Talent Transformation team at Wipro groom's campus selects to help them face the challenges of the corporate world.

A holistic 360 degree approach to training is adopted and helps them hone their fundamental computer skills followed by insights into Wipro businesses, process, technology and behavioural skills.

To understand and appreciate the mindset of the young Trainees and ensure that the transformation is smooth, the induction program is done by a team of dedicated professionals who have exposure to the academic and corporate sectors alike. Project Readiness Program (PRP) is a training program designed to address the basic learning needs of the Trainees.

#### **Corporate Readiness Program - CRP**

The CRP program is focused on making young Trainees comfortable in a corporate environment. This program starts with a corporate induction.

"EMERGE" a behavioural skills building training program ensures that the fresh Trainee start feeling at ease in the "corporate world". This activity based behavioural intervention informs the new entrants about the corporate work culture and business etiquette.

#### **Technology Readiness Program - TRP**

The technology training provides critical technical skills required to work on projects allocated to Trainees and prepare to face the demands of the project world. We begin doing this by familiarizing with Wipro's businesses and work environment.

The methodology of training is "Project Based Learning" (PBL) approach, the entire learning is designed around a series of projects that the recruits are expected to complete individually by learning and applying various topics required to complete the project. Starting with individual projects, the PBL approach ends with recruits working on a team project.

## **ANNEXURE – IV**

I have read and understood the terms of my enrolment letter. I agree and acknowledge that I am a Student/Scholar trainee with Wipro's WILP. I further undertake that I shall not represent to any person within Wipro or any other third



party that I am an employee of Wipro Ltd and I fully understand that such false representation shall entail severe disciplinary action including immediate cancellation of my enrolment.

### **Travel, Accommodation, Food & Other Miscellaneous Expenses**

#### **Travel**

- i. You would be entitled for Rs. 1500 from the date of appointment as a lump sum amount that will be credited with your first month stipend. You may utilize this amount towards Travel and you would not need to submit bills towards usage of this amount.
- ii. There is no provision for reimbursement/allowance towards any expenses incurred in lieu of attending training or classes at different locations in the same city.

#### **Accommodation, Food & other Miscellaneous Expenses**

- i. You would be entitled for Rs.400 per day for 8 days (total amount of Rs.3,200) from the date of joining. You may utilize this amount towards accommodation, food & other miscellaneous expenses. This would be paid as a lump sum amount that will be credited with your first month stipend and you would not need to submit bills towards usage of this amount.
- ii. If your posting location (the location where you would be based out of after training) is different from the training location (location where you undergo initial training), you would be entitled for the following:  
  
Settlement and Miscellaneous Expenses: Rs.1200 per day for 7 days (total amount of Rs. 8,400) from the date of reporting to the posting location. You may utilize this amount towards boarding, lodging, conveyance & other miscellaneous expenses.
- iii. Any location change after reporting to posting location will be treated as relocation/transfer and will be covered under the Transfer policy for Team Rainbow. For details you can refer the policy at myWipro-> My Policies -> India->My Travel>Transfer Policy-Team Rainbow.
- iv. Campus joiners would not be eligible for accommodation at the Wipro guest houses.

**Please note in the event that the employee leaves the organization within 6 months from the date of joining, all payments processed under Joining & Relocation Entitlements shall be recovered from the employee at the time of exit.**

**Skill Preferences 1 :** [DAAI -Cloud & Digital Database](#)

**Location Preferences 1 :** [Bangalore](#)

**Skill Preferences 2 :** [CEP-SAP-ABAP](#)

**Location Preferences 2 :** [Mysore](#)

**Skill Preferences 3 :** [Python App](#)

**Location Preferences 3 :** [Chennai](#)

☒ Accept ☐ Decline

☒ **Signature** [Radheshyam Thakur 25/1/2023 10:00 PM](#)  
(checking the checkbox above is equivalent to a handwritten signature)

Registered Office:

**Wipro Limited** T :+91 (80) 2844 0011  
Doddakannelli F :+91 (80) 2844 0054  
Sarjapur Road E :info@wipro.com  
Bengaluru 560 035 W :wipro.com  
India C :L32102KA1945PLC020800

26168298



Suchitra Choudhury, Clinical Director

RE: OFFER LETTER  
NAME: Gladys Esther  
Position: Behaviour Therapist

Dear Gladys Esther

After taking several qualified candidates through our interview process, we feel that you would make an excellent addition to the team. I am pleased to extend to you this official offer of employment for the position of ' Behaviour Therapist' at Early Autism Services, Bangalore.

Your employment will be subject to an introductory period of 60 (days) during which time you and your supervisor will assess your performance and the appropriateness of your employment with our company.

You will be working in one of our Bangalore Centres and will report to Janhavi Kelaskar, Centre Head. **Once your training period (Physical, clinical and theoretical training) is over, and you start working independently with clients,** your compensation and benefits package will include the following:

- Annual salary of Rs 400000 (paid monthly) under [exempt] status,
- Sick time per the Employee Handbook and National Legislations where applicable

The annual salary is inclusive of all taxes. Necessary deductions to be made in monthly salary.

This offer of employment is contingent on the successful completion of pre-employment physical/medical assessment, background check and exhibiting the basic necessary skills post joining. While we do not anticipate any concerns with either of these processes, should any findings not meet standards for employment, continuation of your employment will be jeopardized at that time.

On your first day, you will be required to present documents proving your identity and authorization to work in the Bangalore. A list of acceptable documents is included with this letter for your reference.

The Employee Handbook will be shared with you once you join. This document will provide further information regarding the Company's policies, procedures and benefits.

By signing this letter below, you acknowledge receipt and acceptance of our offer. The terms described in this letter replace all prior agreements and/or discussions pertaining to your offer of employment with EAS.

We look forward to having you as part of the team. If you have any questions, please do not hesitate to contact me.

Sincerely,

Suchitra Choudhury, M.A. Clin. Psy., BCBA, IBA  
Clinical Director  
EAS – Bangalore

Chief

Acknowledged and Accepted:



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Date



## **OFFER LETTER**

5<sup>th</sup> February 2022

GORRE ANIL  
KUMAR

CMR University

Dear GORRE ANIL KUMAR,

We are pleased to formally confirm your internship offer with Genpact. The duration of the project will be **20** weeks beginning **12<sup>th</sup> February 2022** working with us on Project - **Ryan Specialty**.

You will be required to apply and maintain the highest standards of personal conduct and integrity and comply with all Genpact policies as may be applicable. Any violation of the same can result in this offer being withdrawn without any notice.

Please feel free to contact HR Manager – **Kumari, Neha** [neha.kumari2@genpact.com](mailto:neha.kumari2@genpact.com) in case of any clarifications.

Once again, we are delighted to have you on board and hope you have a rewarding and enriching experience with Genpact.

Congratulations and welcome to the team!

Yours Sincerely,

**Ritu Bhatia**

Senior Vice President -Recruitment, India

Human Resources  
Genpact Phase 5 Office  
Gurgaon- 122002  
[www.genpact.com](http://www.genpact.com)

GORRE ANIL KUMAR

Genpact, 2022



## **Annexure 1- Joining Documents**

Please carry the following documents with you and furnish them at the time of Orientation and joining your business.

Joining will not happen without these documents:

1. **Internship Offer Letter**
  - a. Please bring a signed copy & handover to the Business HR Manager
  - b. Kindly sign both the pages with full signatures
2. **Photo ID**
  - a. One of the following: Voters ID, driving license, Passport, Aadhaar Card, PAN card or XII Board Hall ticket (Class XII Hall tickets will be accepted only for those candidates joining straight after school and don't have any other document)
3. **Address proof**
  - a. One of the following: Passport, Voters ID, Electricity bill (latest) of Self or Parents, Water Bill (latest) of Self or Parents, Bank Statement (Latest), Telephone landline bill (Latest) of self or Parents or Current lease deed- with you or Parents as lessee or co lessee



**CGI Information Systems and Management Consultants Pvt. Ltd.**

Regd. Office: e.city, Tower 2, No.95/1 & 95/2,  
Electronic City, Phase I (West)  
Bangalore – 560 100. India  
Tel +91-80-6642 2222 | Fax +91-80-6642 1200

**cgi.com**

CIN: U72200KA1990PTC019138

Dear HARI PRAMOD M

I am delighted to offer you a role at CGI Information Systems and Management Consultants Private Limited (“CGI” or “Company”) where we strive to create an environment in which we enjoy working together and, as owners, contribute to building a company we can be proud of. We are very excited about the prospect of having you join us, and look forward to welcoming you.

As part of the leading information technology companies in the world, there are many opportunities for growth and development, both individually and as part of a large professional community. I hope you will choose to be part of our CGI Global Community, a team of extraordinary people building a company that reflects their aspirations and is supported by our shared vision and values.

We are offering you the position of **Associate Software Engineer** and your **Total Target Earnings** is INR **302000-** in accordance with the terms and conditions contained below.

This offer is contingent on your:

- successful completion of your graduation with a minimum of [60%] of marks and no backlog in any semester;
- successful completion of pre/post-employment training designated by the Company. Details of the training, duration, and conditions of training will be communicated to you by the Company upon your acceptance of this offer. You are required to maintain the minimum attendance threshold throughout the training and achieve the grade pre-defined by the Company for the successful completion of the training.

Should you fail to achieve the above pre-requisite, the Company shall be entitled to revoke this offer at its discretion or terminate your employment forthwith without notice or pay in lieu thereof.

You are requested to report at Bengaluru our office on 24 July 2022 . Your appointment will be effective on your joining date. If you do not confirm your acceptance within the timeframe mentioned below, this offer will be considered withdrawn unless extended in writing by the Company.

- You are required to communicate your acceptance of this offer via email to your assigned Recruiter’s CGI email id on or before 23 July 2022. You will also be required to read, understand and execute the CGI Candidate Declaration that will be issued to you on your joining date.
- Your reporting time on the joining date is 8:30 a.m. Kindly note that it is important to be on time to complete the joining formalities.
- On your joining date, please bring the originals and one set of photocopies of the documents mentioned in Annexure-A.
- Please contact us at 080-4194 0000 (Monday to Friday between 9:30 a.m. to 5:30 p.m.) or via email to your CGI designated recruiter for any queries regarding your employment offer.

The terms and conditions governing your employment are as under:

- Your employment with the Company is at all times subject to you having and maintaining a valid work permit from the Government of India (if applicable). A copy of the work permit needs to be furnished by you on the date of on boarding failing which you will not be permitted to join. You hereby agree that you shall undertake all necessary steps to keep such work permit valid and subsisting throughout the term of your employment with the Company.



- Your employment will be subject to a probationary period of [6] months (**“Probationary Period”**). If your performance is, in the opinion of the Company, found to be satisfactory during this period, then the Company shall confirm the appointment in writing. The Company may, at its sole discretion, extend the Probationary Period, by providing you prior written notice. Your employment remains subject to [15] days’ notice of termination until you are notified in writing of the satisfactory completion of the Probationary Period.
- This appointment will be based on your agreement to serve the Company for a minimum period of two years effective your date of joining. On joining, you will have to sign the Employment Agreement with the Company
- This offer is conditional upon your having a valid passport. If you do not have a passport as of the date of this offer, you are required to apply for one immediately and produce the relevant acknowledgement on the day of your on boarding. Being part of consulting organization, it is your responsibility to monitor the validity of your passport and renew it in advance. Should you be denied a passport, or if you are otherwise unable to produce a copy of your passport, CGI shall be entitled to terminate your employment forthwith without notice or pay in lieu thereof. It is a condition of your employment that you have a valid passport at all times.
- During your employment with CGI, you may get opportunities to work on multiple platforms/skills at the sole discretion of CGI. CGI encourages and appreciates flexibility to work on different technologies
- Your services are transferable anywhere in India as also anywhere abroad within the CGI group of companies or other third parties. In case your services are transferred to any of our group companies or affiliates of the Company, you are required to abide by the rules and regulations pertaining to that company. You will carry out your duties as per the instructions of your superiors from time to time
- Your remuneration is strictly confidential. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should not be shared with anyone.
- **Code of conduct:** You will abide by CGI policies including all amendments as may be carried out from time to time at sole discretion of CGI (**“CGI Policies”**), and the applicable rules and regulations in force from time to time and will also be required to sign and abide by the **Code of ethics** and conduct as elucidated by the Company as part of your performance appraisal process. Any breach of the guidelines or the terms and conditions of employment may result in termination of your services without notice or compensation.
  - a) You will not carry on any business other than for the Company or enter for any part of your time in any capacity in the services of other person or persons and company or companies. You will devote your whole time and attention to your duties to promote the interests of CGI and you will not utilize or divulge to any person or persons any of our trade secrets or confidential information.
  - b) In the course of your employment with CGI, you shall not, without the previous written consent of CGI and which consent CGI may in its absolute discretion and without assigning any reason, withhold and/or refuse to accord directly and/or indirectly solicit and/or engage in the collection and donations for any trust or other organizations and/or institutions for charitable work and/or any other purposes and person/s and/or bodies corporate/institutions with whom you come into contact and/or have dealings with in the course of employment with CGI.
  - c) During your employment with CGI and perpetually thereafter, you will not transmit, disclose or otherwise use confidential information related to CGI, the affiliates or group companies of CGI, or the clients of CGI or its affiliates and group companies, to any unauthorized person, except as may be required in the course of discharging your duties in connection with CGI’s business. Confidential information means and includes information which is confidential and proprietary to CGI and its affiliates and group companies, and/or to certain third parties with which CGI has relationships, and disclosed to or obtained by you from CGI and/or such third parties, whether (without limitation) in graphic, written, electronic or machine readable form on any media or orally and whether or not the information is expressly stated to be confidential or marked as such and includes, but is not limited to information of value or significance to CGI and/or its competitors (present or potential) including but not limited to CGI’s intellectual property; client names; project related information; content; data; techniques; plans; designs; programs; customer information; identity and job descriptions of CGI’s personnel; organizational structure; financing relationships or terms; service provider or vendor relationships or terms; processes; methodologies; compensation or bonus data; the terms of this appointment letter; or any other information, not in the public domain pertaining to the business or affairs of CGI; but does not include information that is in the public domain other than by your breach of this appointment letter and/or of any other agreement to which you are bound by. You will not divulge confidential information to anyone, including family, friends, and especially others in the same or similar competing businesses. You will sign a Confidentiality and Non-Disclosure Agreement to protect CGI’s confidential information at the time of your onboarding and anytime upon request during your employment with CGI. If you are bound by a confidentiality agreement with a previous employer, you must notify the Company and indemnify the Company against any breach thereof.

- d) For the purpose of representing and improving the company's brand image and being able to interact with senior level decision makers in the industry in a satisfactory manner, you are required to follow the following norms:
- i. Maintain complete confidentiality and high level of integrity in all your actions performed on behalf of the company
  - ii. Practice high level of professionalism in business etiquettes, selection of attire, choice of language in conversation and documents, meeting commitments and in overall conduct; and
  - iii. You shall help in maintaining congenial, disciplined, participative and supportive work environment to encourage team spirit and high performance standards.

- e) **Intellectual Property:** You irrevocably, absolutely and perpetually assign to the Company worldwide right(s), title(s), and interest(s) under any statute or common law including patent rights; copyrights including moral rights; trademarks, designs, anywhere in the world, whether negotiable or not in respect of your contribution(s) during the term of the employment, free from encumbrances of any kind for the full term of each and every such right, including renewal or extension of any such term. All of the Intellectual Property (created solely or jointly with others) given, disclosed, created, developed or prepared in connection with your employment with the Company shall be deemed to be 'work for hire' and/ or inventions developed in the course of employment with the Company within the meaning of the copyright laws of all jurisdictions, including and without limitation, India, and the Company shall be deemed to be the sole author thereof in all jurisdictions for all purposes. If under any applicable law, any results and proceeds of your services are not deemed to be works and/ or inventions developed in the course of the employment with the Company, then to the fullest extent allowable and for the full term of protection otherwise accorded to you under such applicable law, you hereby assign and transfer to the Company any/all right(s), title(s), and interest(s) in such works and/ or inventions. You further irrevocably, absolutely and perpetually assign to the Company the worldwide rights in respect of: (a) any licences, permissions and grants in connection with any Intellectual Property therewith; (b) applications for any of the foregoing and the right to apply for them in any part of the world; (c) right to obtain and hold appropriate registrations in Intellectual Property, (d) all extensions and renewals thereof; and (e) causes of action in the past, present or future, related thereto including the rights to damages and profits, due or accrued, arising out of past, present or future infringements or violations thereof and the right to sue for and recover the same. Further, you hereby agree to waive any right to and refrain from raising any objection or claims pursuant to Section 19(4) and Section 30-A of the Copyright Act, 1957.

For the purpose of this agreement, "Intellectual Property" includes ideas, concepts, creations, discoveries, inventions, improvements, know how, trade or business secrets; trademarks, service marks, designs, utility models, tools, devices, models, methods, procedures, processes, systems, principles, algorithms, works of authorship, flowcharts, drawings, books, papers, models, sketches, formulas, teaching techniques, electronic codes, proprietary techniques, research projects, and other confidential and proprietary information, computer programming code, databases, software programs, data, documents, instruction manuals, records, memoranda, notes, user guides, in either printed or machine-readable form, the whether or not copyrightable or patentable, or any written or verbal instructions or comments.

- f) You will be responsible for the safekeeping and return in good condition all the Company property and all material or documents (including reproductions and excerpts) containing Confidential Information and any letter of authority or power of attorney issued to you, which will be in your use, custody or charge.

- **Non-solicitation:** During your period of employment with CGI and for a period of twelve (12) months commencing from the last day of your employment with CGI, you will not directly or indirectly: (i) solicit any employee of CGI to terminate his/her employment with CGI, or to accept any other employment; and/or (ii) solicit or do business with any clients or customers or potential clients or customers of CGI with whom you have had dealings during the last twelve (12) months of your employment with CGI.
- **Communication:** Please approach your immediate supervisor for any queries pertaining to project or organization related concerns, suggestions which you may have from time to time. In addition, the HR team is always available to discuss any of your needs or suggestions.
- **Shift:** You shall have no objection to work on shift / staggered duty in case business warrants that. Please note that it is management's prerogative to decide which member will work on shift and management's decision in this regard will be final. Your project will also decide the shift allowance that will be payable and will be based on project requirement. This will be governed by the existing Shift Allowance Policy.
- You may be required to travel on Company work and you will be reimbursed expenses as per Company Policies.



- **Unauthorized absence from work:** Your unauthorized absence from work for a continuous period of more than three days without leave or obtaining your manager's approval will be treated as absconding from duty, triggering disciplinary action. In the event, that you do not report for work within eight days from the date of unauthorized absence it will be treated as "voluntary abandonment of service" and it shall be deemed you are no longer interested in the employment and your employment will be terminated. In such an event you shall be liable to refund the salary in lieu of shortfall in notice period and other dues payable to the Company, as specified.
- **Termination of employment:**
  - i **Termination without cause:** Your services may be terminated at any time by either side by giving fifteen days' written notice or salary in lieu thereof during the Probationary Period and **Two month's written notice** or **Two month's salary in lieu thereof** after confirmation of employment with the Company. Whilst the Company reserves the right to release you upon your resignation prior to conclusion of your notice period with or without paying notice pay for the balance notice period, decision to allow notice pay in lieu of notice is at the sole discretion of the management. If you decide to leave without completing due notice and handing over formalities as per the requirement of CGI; you will not be eligible to get any certificates which indicate employment with CGI immediately or in future. No references will be entertained from any authority/institution seeking details of your case.
  - ii **Termination for Cause:** Notwithstanding anything contained in this appointment letter, the Company may terminate the employment contemplated hereunder at any time without requiring to serve notice period or payment in lieu of notice period, for 'cause'. For the purpose of this Agreement 'cause' shall include:
    - (a) inattention or negligence in the performance of duties and obligations under this appointment letter;
    - (b) repeated failure to comply with lawful directions of the Company and its officers;
    - (c) conviction in a criminal case or framing of charges in a criminal case;
    - (d) breach of the terms of this appointment letter and breach of representations and warranties contained herein;
    - (e) unethical business conduct;
    - (f) breach of any statutory duty or for any act or omission adversely affecting the goodwill, reputation, credit, operations or the business of the Company;
    - (g) fraud, misappropriation or dishonesty in respect of the property or the business of the Company;
    - (h) commission of any act not in conformity with discipline or good behaviour or acceptance of any illegal gratification;
    - (i) habitual neglect of your work or gross or habitual negligence in the performance of your duties;
    - (j) unauthorised disclosure of any Confidential Information of the Company; and/or
    - (k) any act or omission that could be construed as misconduct under applicable law.
  - iii **Termination for ill-health or disability:** If you, at any time, are prevented from ill-health or accident or any physical or mental disability from performing your duties hereunder, you shall inform the Company, either through yourself or any of your relatives, and supply it with such details as it may require and if you are unable by reason of ill-health or accident or disability, for a period of 60 days or more to perform your duties hereunder, the Company may forthwith terminate your employment.
  - iv **Project Engagement:** You understand and acknowledge that the business of the Company is dependent on the projects that it receives from its clients and that you have been employed to primarily work on such projects. If the project that you are working on requires a lower headcount or is winding up, you will no longer be required to work on such project. You will be informed at least 30 days prior to the date from which you will no longer be required to work on such project. In the event that either CGI or you are unable to find an alternate project that you can be staffed on within 45 days of your last project, your employment shall be deemed redundant and shall be terminated in accordance with applicable law and the terms of this letter. Notwithstanding the foregoing, you expressly agree that if you refuse two or more opportunities that are offered to you by CGI to be placed on an alternate project, it shall be deemed that you are voluntarily resigning from your employment with CGI. You understand and acknowledge that if you fail to upskill / reskill as required by and to the satisfaction of the Company, the Company will not be able to place you on an alternate project. Being placed on an alternate project is subject to availability of roles and your skill sets, and is not an obligation of the Company.
- You may be assigned to certain engagements that require Knowledge Transfer from client/other BU's/members within the engagement. During assignment or after obtaining such Knowledge Transfer, you are required to serve the stipulated rotation period. This is in addition to the notice period requirement mentioned above.
- **Non-Competition:** During the term of your employment with CGI, you shall not directly or indirectly compete with CGI in any manner whatsoever.



- **Restriction of Employment with Client/Customer:** For a period of twelve (12) months following the end of your employment with CGI, you agree not to, directly or indirectly, as employee, consultant or otherwise, work for or provide services or trade in goods, whether solely or with others, whether as an employee, officer, director, agent, partner, consultant, member of any company or other commercial enterprise or otherwise, to clients or customers or with any competitor or any organization where you have been taken or sent for training, deputation or secondment or professional work by the Company or to whom you provided services on CGI's behalf during the last twelve (12) months of your employment with CGI.
- You will keep us informed of any change in your residential address/contact details.
- If you resign from the service or your employment is terminated for any reasons before completing one (1) year of service, you will fully reimburse the Company, the joining bonus, transition bonus, retention bonus, notice pay and relocation expenses, if any.
- It is your responsibility to notify the Company of any changes in your personal information within three working days. It shall also be your responsibility to notify the Company of any legal action or suit, whether in the nature of civil or criminal initiated against you. Additionally, you shall also be responsible for notifying CGI of any proceedings which may impact your ability to fulfill your job responsibilities. Your failure to notify the above details will result in breach of the appointment terms. All notices shall be considered duly and properly delivered to the address on file with the Company.
- You will retire from the services of the Company on attaining the age of superannuation. The retirement age in CGI is sixty (60) years.
- The benefits as outlined herein and in CGI policies are subject to change at the Company's discretion. You will be entitled to leaves in accordance with the Company's policy as applicable from time to time.
- Upon your resignation or retirement from the Company or termination of your services, you are required to return all assets and property of the Company including but not limited to documents, machines, data, files, books etc. (including but not limited to leased properties).
- We provide support to global customers from various locations in India & abroad to suit customers' differing time needs including 24x7 bases. You may be asked to operate from any of the CGI locations and in any of the shifts, including night shift, at the sole discretion of management, as may be required by the Company keeping in mind business needs and deliverable requirements to customers. Your work schedule will be provided to you by your Manager / Supervisor upon your joining. Your weekly off days may not be on weekends.
- You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- **Condition of Hire:** Your appointment is contingent upon satisfactory reference & background checks including verification of your application materials, education and employment history. CGI will conduct background checks to verify your identity, education, professional qualifications, employment history and references (Level 1), and will include, depending on the nature of your position or at a client request, a criminal record check (Level 2) and credit verification (Level 3) if you have access to CGI and/or client sensitive or critical information, facilities or assets and/or your role requires handling of financial transactions. In addition, during the course of your employment on need basis or on a recurrent basis every 5 years and in a context of change of role, a complete re- verification including background checks as per CGI policies including without limitation, criminal record checks (Level 2) and credit verifications (Level 3) may be conducted, if applicable. Also, dual employment checks could be conducted at any time during the course of your employment. By signing this Employment Agreement, you are providing a free, informed and ongoing consent to all such verifications before and during the course of your employment as per CGI's policies and you agree to sign any forms required for such verifications at the appropriate time. Successful clearance of background verification is a mandatory requirement for employment confirmation. Unsuccessful clearance of background verification will lead to termination of employment without notice. CGI reserves the right to audit the submitted educational & previous work experience(s) documents at any point of your tenure in CGI, as part of which you are obligated to furnish any/all of such relevant documents on demand. Failure to furnish the same and / or the submitted education & work experience proving to be false or unverifiable as per CGI standards, may lead to termination of employment without notice. The basis of the offer is authentic and verifiable education and work experience as per CGI standards. You are accountable for providing documents that enable appropriate authorities in the relevant educational institution(s) and previous employer Organization(s) to validate your claims. CGI is not liable for the inability of the aforementioned authorities to validate your credentials basis your submissions. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer.
- If any information furnished by you in your application for employment or during the selection process is found at any time during your employment to be incorrect or false, and/or if you have suppressed any material information; the Company may terminate your services without notice or compensation



- **Data Protection and Privacy:** The Company may, in connection with your employment, receive personal data relating to you or third parties associated with you (such as spouse or children). Such data may be received directly from you or from other sources, and some personal data may be recorded directly or indirectly by internal security systems (such as CCTV cameras) or by other means. The Company may process such data for relevant and limited purposes. By agreeing to employment with CGI, you hereby expressly consents to the following:
  - (a) the processing of your personal data by the Company or such third-party appointed by the Company;
  - (b) the collection and processing of sensitive personal data or information (as defined under applicable laws) about you for limited purposes;
  - (c) the transfer worldwide of personal data held about you by the Company to other employees and offices of the Company's worldwide organization and to third parties where disclosure to such third parties is required in the normal course of business or by law; and use of your personal images and voices in marketing material, videos, etc.; and
  - (d) treating any personal data to which you have access in the course of your employment strictly in accordance with the Company's policies and procedures and not using any such data other than in connection with and except to the extent necessary for the purposes for which it was disclosed to you.
- Subject to insurance policies that the Company may have and other statutory insurances, you may be eligible to receive compensation under the Employees Compensation Act, 1923, for injuries arising out of and in the course of employment.
- Women employees of the Company shall be entitled to maternity leave in accordance with the Maternity Benefit Act, 1961 (as applicable), i.e., eligible women employees shall be entitled to 26 weeks of maternity leave for the first 2 surviving children, and 12 weeks of maternity leave for every subsequent child
- Your designation may be changed at the discretion of the Company depending on the work assigned to you
- Your **Total Experience** will be part of our professional records

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Total Experience = Relevant Experience + Weighted/ Non-relevant Experience

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0.0 Yrs. = 0.0 Yrs. + 0.0 Yrs.

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Relevant Experience = Total number of months the candidate has worked on the skill/role for which the candidate is being hired in CGI

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Weighted Experience = A weighted percentage is given to your non-relevant experience, either to your role or skill, for which you are being hired in CGI

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- Any and all of the terms and conditions of service may be modified or changed at the Company's discretion. Breach of any one of the conditions will render you liable to termination of your employment without notice.
- This letter supersedes all oral or written communication exchanged between you and CGI prior to the date of this letter and commitments, if any, made during the selection process. You acknowledge that you have read and understood the terms and conditions of this offer letter and to confirm your acceptance of this offer letter, please sign in on all the pages & in the space specified below and return the signed copy to CGI on your onboarding day.
- If any provision of this letter is held to be unenforceable, the remaining provisions shall remain valid, binding and in full force to the maximum extent possible. If any portion of this letter is held to be unreasonable, such provision shall be given effect to the maximum extent possible by narrowing or enforcing in part that aspect of the provision found overbroad or unenforceable.
- Your employment with the Company and this letter shall be governed by and construed and enforced in accordance with the laws of India, without regard to conflicts of laws. You agree to the exclusive jurisdiction and venue of the courts in Bangalore for the resolution of all disputes arising under this letter.
- No waiver by the Company of any breach of this letter shall be valid unless in writing and signed by the Company. The waiver by the Company hereto of any provision of this letter shall not operate or be construed as a waiver of any subsequent breach by you, nor shall any waiver operate or be construed as a rescission of this letter



- You shall, at all times during the course of your employment with the Company (and even after its termination) agree to indemnify and keep indemnified the Company, as the case may be, against all losses, damages, claims, interests, costs, expenses, liabilities, proceedings and demands which the Company may suffer or incur or which may be made against the Company as a result of any misrepresentations or breach of this letter, acts or omissions by you during the course of employment.
- You shall not at any time without limitation, publish or communicate any disparaging remarks, comments or statements concerning the Company, its holding company, group companies, affiliates or associate companies or any of their respective shareholders, directors, officers or employees. For this purpose, 'disparaging' means any remarks, comments or statements that impugn the character, honesty, integrity, morality, or business acumen or abilities in connection with any aspect of the operation of business of the Company, or reflect negatively upon, the individual or company being disparaged.

- Base Compensation Components:**

Designation: Associate Software Engineer		
Date of Joining: 24 July 2024		
Pay Components	Monthly (INR)	Annual (INR)
Basic (Inclusive of D.A.)	21,500	258,000
Flexible Compensation Plan <sup>1</sup>	6,136	73,632
<b>Base Compensation</b>	<b>27,636</b>	<b>331,632</b>
Provident Fund <i>Company Contribution</i>	2,580	30,960
Gratuity Fund Contribution	1,034	12,408
<b>Gross Compensation</b>	<b>31,250</b>	<b>375,000</b>
Share Purchase Plan <i>Company Contribution</i> <sup>2</sup>	829	9,948
Profit Participation Plan <sup>3</sup>	553	6,636
<b>Total Target Earnings</b>	<b>32,632</b>	<b>391,584</b>

- <sup>1</sup>**Flexible Compensation Plan:** Option to allocate to components like Meal Vouchers, Conveyance, National Pension Scheme, LTA etc
- <sup>2</sup>CGI will contribute towards **Share Purchase Plan (SPP)**: As part of our ownership culture, we enable those who join CGI to become an owner through our Share Purchase Plan. It is an opportunity for you to buy shares in CGI, become an owner, and benefit from any long-term appreciation in the CGI share price. When you choose a percentage to contribute, CGI will match your contribution 100% (up to **3%** of your Base Compensation). Contributions are done on a monthly basis towards the purchase of CGI shares, and you can start, stop and change your contribution at any time. Only those members who enroll for this benefit are eligible for receiving the company contribution & will need to contribute an equal amount on a monthly basis towards the purchase of CGI shares.
- <sup>3</sup>**Profit Participation Plan:** This plan distributes a portion of our profits based on the achievement of CGI's financial objectives, as well as individual performance. The Target Profit Participation Plan (PPP) is at **2%** of Base Compensation on pro rata basis and can be more or less basis the performance of CGI, performance of Business Units and performance of Individuals. All regular members employed as of Jun 30th of CGI Inc. fiscal year (Oct-Sept) are eligible and should be active on rolls as on Dec 31st to receive the payout. The Corporate guidelines of PPP may be amended from time to time  
Eligible members will be paid statutory bonus as per the provisions of the Payment of Bonus Act, 1965. Where members are eligible for both statutory bonus as well as the PPP, the company shall deduct from the PPP allocated to a member the amount of statutory bonus payable under the Act for such corresponding period and the difference will be paid as the actual PPP

In addition to the above you are eligible for:

- INR 25,000/-** towards annual insurance premium to cover self, spouse & up to two dependent children under Group MediClaim Insurance and to cover self under Group Personal Accident Insurance & Group Term Life Insurance

The tax liability arising out of the above payments now or in the future, due to changes in income tax provision shall be borne by you



I look forward to your acceptance of this offer and to welcoming you to our team. I am confident that in this new role, you will make a valuable contribution to CGI and our continued success.

Yours sincerely

**For CGI Information Systems and  
Management Consultants Pvt. Ltd.,**

A handwritten signature in black ink, appearing to read "S Pradhan", is positioned above a horizontal line.

**Sarika Pradhan  
Vice President Corporate Services**

I have read the terms and conditions of employment and the contents of the employment agreement and in token of my acceptance; I duly acknowledge the receipt of the letter of employment.

Please sign below to confirm that you agree with the terms and conditions stated in this letter.

\_\_\_\_\_  
**Signature & Date**



**Annexure-A**

We request you to bring the originals, on your date of reporting to CGI for verification.

*Please note that the below documents are mandatory for **CGI's personnel records** and will be subjected to **background verification**. Non submission of these documents will impact your profile and records needed to manage your career effectively within CGI and may also have serious impact on project and client requirements, hence your cooperation in this is crucial.*

#	Documents
1	Acceptance copy of CGI's appointment letter signed by you on all pages
2	Valid Work Permit issued by Government of India, if applicable
3	Passport (all pages – wherever the entries are made)
4	Income-Tax Permanent Account Number Card (PAN Card)
5	Passport size photograph – 05 nos.
6	10th class mark sheet & certificate
7	12th class mark sheet & certificate
8	Bachelor degree mark sheets (all semesters)
9	Bachelor degree certificate / convocation certificate
10	Master degree mark sheets (all semester)
11	Master degree certificate / convocation certificate
12	Diploma mark sheets (all semesters)
13	Diploma certificate
14	Any other certificates
15	Appointment letter, pay slip, relieving letter & experience certificate of all previous Co.
16	Present company's appointment letter
17	Present company's relieving letter & resignation acceptance letter from HR
18	Present company's experience certificate
19	Present company's salary slip with employee number (last two months)
20	Aadhaar / Voters ID / Driving License / Rental agreement /Bank passbook (address page only)
21	Blood group and RH type report



## Welcome to Wipro's Work Integrated Learning Program ("WILP")

**Work Integrated Learning Programme**  
**Wipro Limited, Dodda Kannelli**  
**Sarjapur Road, Bengaluru - 560 035.**  
**Phone: (080) 28440011/12, Fax: (080) 28440256**

Dear HARI PRASAD M S,

### **Sub: Enrolment letter to Wipro's Work Integrated Learning Program ("WILP") as Scholar Trainee – Work Integrated Learning Program**

Welcome to WILP!

With reference to your application, it is our pleasure to enroll you as a Scholar Trainee – Work Integrated Learning Program. This is a scholarship program customized as a robust academic and training program which will enable you to obtain M-Tech degree from one of the premier engineering institution / University in India.

The duration of the academic program shall be 48 months from the **date of enrolment to the academic program**. You will be enrolled into the academic program within 12 months from date of joining. Your date of joining will be intimated through a separate communication.

We hope you enjoy the learning with WILP and have an enriching experience being a part of Wipro Limited ("Wipro or "Company").

Please read through the terms and conditions of your enrolment as provided below.

We look forward to having a long and fruitful relationship with you at WILP, Wish you all the best!

Yours sincerely,  
For **Wipro Limited**,

**Aparna Shailen**  
**General Manager - Human Resources**

### **Endorsement**

I accept the enrolment and the terms and conditions thereof as specified below. I shall report for undergoing study on

### **Terms & Conditions of Scholarship**

#### **1. PROFILE:**

You have been selected to be a part of Wipro's WILP and are enrolled as a Scholar Trainee- Work Integrated Learning Program. Upon joining WILP, you will have to undergo a "Project Readiness Program" ('PRP') that prepares you to participate in projects at the Company as part of this learning program. This robust academic program will also enable you to obtain **M-Tech degree from one of the premier engineering Institution / University** upon successful completion of the course.

#### **2. DURATION:**

The duration of your academic program will be for a period of 48 months from the date of enrolment to the academic program. You will be enrolled into the academic program within 12 months from date of joining. Unless the Company extends the period of your study in writing, which is done solely at the discretion of the Company, your enrolment would automatically terminate at the end of the stated 48 months.

In case the Company extends the academic period (in writing) you will continue to be enrolled as a Scholar Trainee – Work Integrated Learning Program with WILP.

### 3. Appointment details:

We provide support to our global customers through various Company locations in India to suit customer requirements by operating 24x7. You would be operating from any of these locations and in any of the shifts, including night shift, as may be decided by the Company, keeping in mind the business needs and deliverables to customers.

### 4. Scholarship/Stipend and Benefits

During your period of enrolment, you would be entitled to a consolidated monthly scholarship.

Apart from the monthly scholarship, the Company will provide you with life & accidental insurance that would include a cover for you, the premium / cost will be taken care of by Wipro. This is a voluntary benefit offered by the Company and the details of the same are listed below.

- i. A Group Personal Accident Insurance (GPAI) coverage of **Rs.12,00,000/-**. You could also choose to get additional coverage for a nominal and highly negotiated premium. More details on the policy are available in My Policies section in myWipro, the HR portal at Wipro.
- ii. Group Life Insurance coverage of **Rs.14, 00,000/-**. This sum insured is inclusive of cover as per EDLI (Employee Deposit Linked Insurance). You can also get an extra coverage for a nominal and highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

In addition to the above, you are also eligible for medical insurance cover towards hospitalization.

You are eligible for a floater coverage of Rs.2,00,000/- per annum for family (self, spouse & children) towards hospitalization. There will be a deduction from your monthly scholarship/stipend depending on your marital/family status towards the base sum insured premium. 10% of the claim amount would need to be borne by the employee/Scholar trainee.

Base Medical insurance is to be availed by the employee as default. It is accounted for in deductions as a nominal monthly charge. Top-Up cover is voluntary and charged as applicable during renewal timelines.

If you wish to enhance the coverage, a top up cover option is also available for a highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

The below table lists down your scholarship details:

Period	Scholarship	ESI	Consolidated Scholarship (Rs. Per Month)
First year	15000	488	15,488/- (*)
Second year	17000	553	17,553/- (*)
Third year	19000	618	19,618/- (*)
Fourth year	23000	0	23,000/- (*)

(\*) You shall be responsible for payment of all statutory contributions, taxes, dues and levies as may be required under the relevant laws including contributions under Employees' State Insurance Corporation Act (**at 0.75% of your Scholarship**) as and when applicable to you. Such contributions, taxes, dues and levies where required, shall be deducted from your Scholarship and benefits according to applicable laws and regulations.

Your fourth-year scholarship will continue until completion of your M-Tech program. Your enrolment into the MTech academic program within 12 months from date of joining.



You shall be eligible to receive a onetime "joining bonus" of Rs.75,000 after you join Wipro along with your first month salary. All applicable taxes on the payment of this amount will be borne by you. Please note in the event you leave the organization within 12 months from the date of joining, payment processed under Joining bonus shall be recovered from the employee at the time of exit.

The enhancement of the scholarship at the end of each academic year of study will be at the discretion of the Company and subject to your satisfactory progress of study, acquisition of skills, behavior, regularity and punctuality in attendance. Your continued enrolment in the course, will be at the discretion of the Company, and is subject to satisfactory academic performance and other requirements as prescribed in the WILP portal.

In case your project performance at any stage is not found to be at par with the requirement of WILP, then you would be placed on performance improvement program (PIP). If you fail to successfully complete the PIP, the Company may at its sole discretion discontinue your enrolment in the WILP program.

#### **Book Allowance:**

A Book Allowance of Rs.1,250/- will be provided to you per semester. This allowance will be given every semester except the last semester when you will be engaged in dissertation. The allowance will be paid to you centrally along with your scholarship during the course of each semester. The allowance will be subject to tax. Book allowance is applicable and paid only when you are registered for the semester.

#### **5. Training Agreement:**

- i. This letter of enrolment is subject to the execution of a training agreement in the prescribed proforma with Wipro Limited, Sarjapur Road, Doddakannelli, Bengaluru-560035 on or before joining the program ("Training Agreement").
- ii. This Training agreement shall be for a total period of 60 Months where you will be mentored for developing your skills and knowledge. This included technical training, in various formats, both online and offline and practical experience in various projects. The Company invests on your behalf for the cost of these trainings. Should you discontinue the WILP program or your enrolment with WILP is cancelled for any reason whatsoever before the completion of 60 months from the date of joining, the training expenses of Rs.75,000/-(Rupees Seventy five thousand only) will have to be paid by you as detailed in the Training Agreement.

#### **6. PROJECT READINESS PROGRAM (PRP)**

Upon enrolment, you will have to undergo a Project Readiness Program (PRP) to prepare you to participate in projects. This is offered by Wipro's - Talent Transformation Department to all campus and off-campus selects. The broad objective of PRP is to equip you with the necessary knowledge and skills that will enable you to start working on real-life project work which is an integral part of the WILP.

#### **7. Regulations of Academic study:**

- i. You will be enrolled for M-Tech program with a renowned institution ("University") that collaborates with Wipro for WILP.
- ii. Course specialization includes but is not limited to Software Systems, Software Engineering, Information Technology, Computing Systems and Infrastructure Management, Data Analytics, IoT, Cloud, Digital & Cyber security, Embedded Systems.
- iii. Your specialization and enrolment would be decided based on prevailing business requirements and decision of the Company is final and binding.
- iv. You will not be able to change Specialization track after enrolment.
- v. Overall program duration is 4 years from date of enrolment of academic program.
- vi. As per the program structure, a WILP Scholar trainee will register and pursue 4 to 6 courses per semester over 7 semesters.
- vii. You will be required to submit a project work / dissertation in your final semester (8<sup>th</sup> semester of your program). This will enable you to advance your professional capabilities by applying concepts and techniques in projects.
- viii. Each course has multiple evaluation components. This includes an assignment component, quiz, mid-semester examination and comprehension examination. All evaluation components are mandatory for securing a pass grade in a course as prescribed by the partnering institution.

- ix. Contact classes are organized as per the handout and calendar prepared and shared by the University at the beginning of each semester. In the normal course, one session of 2 hours duration per course per contact class is organized.
- x. You will be called upon to undergo studies during the hours and days as may be fixed by the Company from time to time. Normally, the study hours would be from 9:00am to 6:00pm
- xi. The faculty will take attendance/circulate attendance sheets for every session. It is your responsibility to ensure that your attendances are recorded properly.
- xii. WILP Scholar trainees are expected to be on time for every session. Punctuality is non-negotiable and the faculty reserves the right to deny entry and attendance to late comers.
- xiii. Attending 75% of contact session is mandatory for each course to appear for examinations.
- xiv. Not attending classes for reasons like medical/on the job training /late coming/personal problems and other similar reasons would be treated as absenteeism.
- xv. Scholar trainees who fail to meet the minimum attendance criteria will not qualify for comprehension exams for any of the registered courses in that semester.
- xvi. For any reason, you are not able to meet the minimum attendance criteria or not complete the mandatory assignments / quiz / examinations in any semester, you are required to repeat the same semester as and when the next batch is organized. In such cases, rules and regulations governing academic programs at that time would be applicable. In addition, additional semesters fees are to be borne by you as prescribed by the University.
- xvii. At the end of each semester, the performance of each Scholar Trainee in a course, is specified as a letter grade which is obtained through a Relative Grading procedure
- xviii. Any Scholar trainee securing 3 or more cumulative fail grade at any point in time will be expelled from WILP Program.
- xix. The 8th semester of study is fully devoted for dissertation / project work
- xx. If a Scholar trainee's CGPA is less than 5.5, the Scholar trainee will not be permitted to register for the dissertation. He/she has to re-appear for exams and secure a CGPA of 5.5 before taking up the dissertation. Also, a Scholar trainee with an E grade in any course will not be permitted to register for the Dissertation
- xxi. Project / Dissertation work has to be carried out by each individual separately. Teamwork is not permitted.
- xxii. The dissertation has to be completed strictly as per the guidelines that are outlined by collaborating institution.
- xxiii. WILP Scholar trainees are expected to maintain decorum and discipline in line with Wipro's professional work culture and environment.
- xxiv. In cases where a Scholar trainee deviates from the expected behaviour as prescribed by the WILP and partnering institution from time to time , strict action will be taken and the decision of the WILP Team / faculty /, University would be final and binding.
- xxv. Breach of integrity will be dealt with sternly. Such Scholar trainees will be asked to discontinue their studies and also expelled from WILP program.
- xxvi. On successful completion of the study, you will be eligible to receive the M-Tech degree from the collaborating University, in recognition of your successfully completing the course.
- xxvii. All Scholar trainees of the WILP will be given testimonials at the end of the successful completion of the M-Tech degree program. The testimonial contains the timeline in the WILP and the kind of project works carried during this opportunity.

Mode of contact session, examination pattern and other academic program norms are subject to change based on the prevailing situation / University norms declared from time to time. Decision of the University would be final and binding.

#### **8. Conflict of Interest:**

- i. During your enrolment period with the WILP, you will focus exclusively on the requirements of the program. In addition to your study and academic requirements, you are required to engage yourself exclusively in the work assigned by Wipro and shall not take up any independent or individual assignments (whether part time or full time, in an advisory capacity or otherwise) directly or indirectly without the express written consent of Head /

## Manager of WILP Academy

- ii. You shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any person who is involved in activities, which are or shall be in conflict with the interests of Wipro.
- iii. The Conflict of Interest Policy also refers to the need on your part, during your enrolment and for a period of one year from the cessation of your enrolment with WILP (irrespective of the circumstances of, or the reasons for, the cessation) not to solicit, induce or encourage:
  - a. Any student/scholar trainee of the WILP to abandon /withdraw their enrolment with the program or to accept enrolment and/or employment with any competitor, supplier or any customer with whom you have a connection.
  - b. Any employee of Wipro to terminate their employment with Wipro or to accept employment with any competitor, supplier or any customer with whom you have a connection.
  - c. Any customer or vendor of Wipro to move their existing business with Wipro to a third party or to terminate their business relationship with Wipro.
  - d. Any existing employee and/or student of WILP to become associated with, or perform services of any type for any third party.
- iv. In case of any conflict or doubt, please discuss the matter with Head / Manager of WILP, to understand Wipro's position on this and resolve the conflict.

## 9. Obligation and Responsibilities:

- i. During the study period you will be governed by the WILP regulations and instructions as may be modified, from time to time, in relation to conduct, discipline and other matters.
- ii. During your study as part of WILP, Company expects you to undergo study in the area in which you are placed, with a high standard of initiative and efficiency. This is critical and Company has zero tolerance towards any deviations.
- iii. You would not be allowed to seek membership of any local or public body without the written approval from the Head / Manager of WILP.
- iv. During the study period and thereafter, you would not be allowed to give out to anyone in writing or by word of mouth or otherwise, particulars or details of work - process, technical know-how, research carried out, security arrangements, or administrative and/or organizational matters of confidential or secret nature which you may come across during your academic study or become known to you by virtue of your undergoing study under WILP or otherwise.
- v. You are bound by all regulations, instructions and policies of the WILP and Wipro. These are updated / modified on a periodic basis and new policies may be introduced and notified to Scholar trainees from time to time and you will be bound to comply with the same.
- vi. In consideration of the opportunities, trainings and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by WILP/Wipro and in the course of your association with WILP. This covenant shall endure during your association and beyond the cessation of your association with WILP (irrespective of the circumstances of, or the reasons for, the cessation).
- vii. In connection with your association with Wipro as part of the WILP and during the term of your association upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business or academic session hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

During the period of academic study, if you develop or conceptualize inventions, ideas, concepts, discoveries, techniques and improvements (including without limitation computer software) solely or jointly with others in relation to the operation of the WILP / Wipro, such developments will be fully communicated to the WILP academy and will be the sole intellectual property of Wipro. You agree to cooperate in the execution of documents to facilitate the assignment of such intellectual property when required.

## 10. Confidentiality:

- i. In consideration of the opportunities, training and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by Wipro and in the course of your enrolment. This covenant shall endure during your enrolment and beyond the cessation of your enrolment with Wipro (irrespective of the circumstances of, or the reasons for, the cessation).
- ii. During your training on projects at Wipro, you will be expected not to use or disclose any confidential information, including trade secrets, of any former employer (if any) or other person with whom you have an obligation of confidentiality and by signing below you affirm that you have no conflicting obligations or non-compete agreements that would prevent you from working without limitation for Wipro.

## **11. Assignment of Intellectual Property**

In connection with your enrolment and during the term of your enrolment, upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

## **12. Posting**

During the initial study period, initially you would be made familiar with Wipro, but you may if needed be re-assigned or transferred to another division, department, establishment or new location where Wipro, has its office or operation and WILP classes are running in the particular location, in India, without enhancing the scholarship amount. On placement of this nature, you will also be governed by the disciplinary rules and regulations as applicable in that unit/branch. You may also be placed in any sister company of Wipro, for practical studies.

## **13. Misconduct:**

- i. In case you are charged with any misconduct or disciplinary issue during your study period, your enrolment with WILP may be temporarily placed on suspension without payment of scholarship amount, for such period as Wipro may deem fit. If the charges against you are proved to be true, your enrolment may be immediately cancelled, without any notice or payment of scholarship in lieu of notice notwithstanding any clause of this letter of enrolment. It is clarified that this clause is without prejudice to Wipro's rights to enforce the Training Agreement duly signed by you even after cancellation of your enrolment for whatever reasons as the case may be.
- ii. Notwithstanding the condition regarding written notice of termination and without prejudice to Wipro's right to enforce the Training agreement, Wipro shall have the right to terminate your academic study without any notice or payment of scholarship in lieu thereof, if any declaration given or information furnished by you to WILP/ Wipro is found to be false or if you are found to have willfully suppressed any material information.

**Please note that at any stage, whether during your selection process or upon enrolment with the WILP, if it is brought to our notice that you have indulged in malpractices or used illegal means to clear your online assessment, Wipro shall withdraw or revoke the enrolment and cancel the same with immediate effect and we reserve our rights to take suitable action against you as we may deem fit.**

## **14. Cancellation of Enrolment:**

Notwithstanding any of the clauses of this letter of enrolment, Company reserves the right at its sole discretion to cancel this enrolment during the study period without assigning any reason, by giving one month's (30 days) notice or one month's scholarship/stipend in lieu of notice.

## **15. Study Hours:**

- i. As a Scholar Trainee – Work Integrated Learning Program, you will be called upon to undergo studies during the hours and days as may be fixed by WILP from time to time as per the University requirements.
- ii. You would be assigned to any of the locations and any project work as part of your WILP as may be decided by the Company.
- iii. The full day lecture sessions will be held at any of Wipro's other establishments/outsourced venue. You may also be called upon to attend academic study as and when required on holidays, as may be scheduled in accordance with the convenience of the organizing team of the WILP.
- iv. The university will plan contact classes in multiple format to suit the project work situations and university guidelines such as contact classes in ILT (instructor Led training) and / or VILT (virtual Instructor Led Training and Self-Directed / Recorded lecture sessions).

## 16. General:

- i. This letter of enrolment is subject to the condition that you have not provided us with any false declaration or wilfully suppressed any material information. If you have, you will be liable for cancellation of enrolment from the WILP without any prior notice.
- ii. The terms of this letter of enrolment may be specifically enforced legally, if required. In this connection, if any of the provisions of this letter are declared or found to be void or unenforceable due to any reason whatsoever, the remaining provisions of this letter shall continue in full force and effect.
- iii. These enrolment terms supersede and replace any existing agreement or understanding, if any, between Wipro and you relating to the same subject matter.
- iv. You warrant that you are not prevented by a court or by any other administrative or judicial order from enrolling under this agreement. In the event that you are not a citizen of the country of posting, you should have a valid work permit to work in the country of posting.
- v. During the period of enrolment you are required to comply with all policies of WILP and Wipro. These policies are updated / modified on a periodic basis and new policies may be introduced and notified to the Scholar Trainees from time to time. You agree to comply with all policies as modified from time to time.

## 17. On Completion/Cancellation of Academic Program:

- i. On Completion of the academic program or cancellation of your enrolment , as the case may be, you will immediately surrender to Wipro/ the Academy all specifications, formulae, documents, literature, drawings or records, etc. belonging to Wipro/ the Academy or relating to its business and shall not make or retain any copies of these items.
- ii. You are not eligible to receive testimonial certificate if you do not successfully complete the academic study in accordance with this letter of enrolment and the study scheme formulated by the Academy.
- iii. Wipro reserves the right to offer employment at its sole discretion to a Scholar trainee on successful and satisfactory completion of the academic study.

## 18. Acceptance of Enrolment Letter:

Upon accepting the above terms and conditions, you are required to return the duplicate of this letter of enrolment, duly signed by you as a token of your acceptance on the day of joining WILP program.

Please confirm that the above terms are acceptable to you and that you accept the enrolment by signing a copy of this letter of enrolment and submit the same on the date of joining.

## 19. Work Allocation:

As part of your work responsibilities, you may be assigned to work on certain projects/accounts or other assignments as may be deemed fit by the Company in its sole discretion. Refusal to accept and deliver on such assignments shall be treated as a refusal to work and may result in termination of your employment or other disciplinary action.

Yours sincerely,

For **Wipro Limited**,



**Aparna Shailen**  
**General Manager - Human Resources**

I have read, understood and agree to accept the enrolment on the terms and conditions herein.

I shall be present for the induction session on

## **ANNEXURE I**

### **CONFIRMATION ON SHARING PERSONAL INFORMATION (AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT, 2000)**

I Radheshyam Thakur, confirm that I am voluntarily sharing my Personal Information with Wipro Limited ('Wipro') being a part of WILP of Wipro for the following purposes:

- a. validating my application form and retaining records on the same for any future reference/verification;
- b. processing my application form including background verification checks;
- c. academic study related actions including record keeping, processing scholarship advance and benefits and any action required in the context of my enrolment with Wipro, being a part of WILP.

In this context, I also agree to the retention of such Personal Information by Wipro for any future reference/verification and authorize Wipro to transfer the same to a third party.

I understand that 'Personal Information' means any information, relating to me that is available with Wipro and is capable of identifying me."

## **ANNEXURE II**

I hereby confirm that I shall submit the required academic certificate including but not limited to mark sheet and Provisional or Convocation Degree Certificate within 3 months from my date of joining. I understand that my enrolment is subject to my aggregate meeting the Wipro eligibility criteria and submission of the above mentioned documents.

I hereby declare that all the particulars mentioned above are true to the best of my knowledge. In the event of my failure to submit the above mentioned documents or in case of any discrepancy, I shall be liable for termination of my enrolment with Wipro.

## **ANNEXURE – III**

### **INITIAL INDUCTION PROGRAM**

The Talent Transformation team at Wipro groom's campus selects to help them face the challenges of the corporate world.

A holistic 360 degree approach to training is adopted and helps them hone their fundamental computer skills followed by insights into Wipro businesses, process, technology and behavioural skills.

To understand and appreciate the mindset of the young Trainees and ensure that the transformation is smooth, the induction program is done by a team of dedicated professionals who have exposure to the academic and corporate sectors alike. Project Readiness Program (PRP) is a training program designed to address the basic learning needs of the Trainees.

#### **Corporate Readiness Program - CRP**

The CRP program is focused on making young Trainees comfortable in a corporate environment. This program starts with a corporate induction.

"EMERGE" a behavioural skills building training program ensures that the fresh Trainee start feeling at ease in the "corporate world". This activity based behavioural intervention informs the new entrants about the corporate work culture and business etiquette.

#### **Technology Readiness Program - TRP**

The technology training provides critical technical skills required to work on projects allocated to Trainees and prepare to face the demands of the project world. We begin doing this by familiarizing with Wipro's businesses and work environment.

The methodology of training is "Project Based Learning" (PBL) approach, the entire learning is designed around a series of projects that the recruits are expected to complete individually by learning and applying various topics required to complete the project. Starting with individual projects, the PBL approach ends with recruits working on a team project.

## **ANNEXURE – IV**

I have read and understood the terms of my enrolment letter. I agree and acknowledge that I am a Student/Scholar trainee with Wipro's WILP. I further undertake that I shall not represent to any person within Wipro or any other third

party that I am an employee of Wipro Ltd and I fully understand that such false representation shall entail severe disciplinary action including immediate cancellation of my enrolment.

### **Travel, Accommodation, Food & Other Miscellaneous Expenses**

#### **Travel**

- i. You would be entitled for Rs. 1500 from the date of appointment as a lump sum amount that will be credited with your first month stipend. You may utilize this amount towards Travel and you would not need to submit bills towards usage of this amount.
- ii. There is no provision for reimbursement/allowance towards any expenses incurred in lieu of attending training or classes at different locations in the same city.

#### **Accommodation, Food & other Miscellaneous Expenses**

- i. You would be entitled for Rs.400 per day for 8 days (total amount of Rs.3,200) from the date of joining. You may utilize this amount towards accommodation, food & other miscellaneous expenses. This would be paid as a lump sum amount that will be credited with your first month stipend and you would not need to submit bills towards usage of this amount.
- ii. If your posting location (the location where you would be based out of after training) is different from the training location (location where you undergo initial training), you would be entitled for the following:  
  
Settlement and Miscellaneous Expenses: Rs.1200 per day for 7 days (total amount of Rs. 8,400) from the date of reporting to the posting location. You may utilize this amount towards boarding, lodging, conveyance & other miscellaneous expenses.
- iii. Any location change after reporting to posting location will be treated as relocation/transfer and will be covered under the Transfer policy for Team Rainbow. For details you can refer the policy at myWipro-> My Policies -> India->My Travel>Transfer Policy-Team Rainbow.
- iv. Campus joiners would not be eligible for accommodation at the Wipro guest houses.

**Please note in the event that the employee leaves the organization within 6 months from the date of joining, all payments processed under Joining & Relocation Entitlements shall be recovered from the employee at the time of exit.**

**Skill Preferences 1 :** [DAAI -Cloud & Digital Database](#)

**Location Preferences 1 :** [Bangalore](#)

**Skill Preferences 2 :** [CEP-SAP-ABAP](#)

**Location Preferences 2 :** [Mysore](#)

**Skill Preferences 3 :** [Python App](#)

**Location Preferences 3 :** [Chennai](#)

☒ Accept ☐ Decline

☒ **Signature** [Radheshyam Thakur 25/1/2023 10:00 PM](#)

(checking the checkbox above is equivalent to a handwritten signature)

Registered Office:

**Wipro  
Limited**

**T :**+91 (80) 2844 0011

Doddakannelli

**F :**+91 (80) 2844 0054

Sarjapur  
Road

**E :**info@wipro.com

Bengaluru  
560 035

**W :**wipro.com

India

**C :**L32102KA1945PLC020800

26168298



## Welcome to Wipro's Work Integrated Learning Program ("WILP")

**Work Integrated Learning Programme**  
**Wipro Limited, Dodda Kannelli**  
**Sarjapur Road, Bengaluru - 560 035.**  
**Phone: (080) 28440011/12, Fax: (080) 28440256**

Dear HARIHARAN P,

### **Sub: Enrolment letter to Wipro's Work Integrated Learning Program ("WILP") as Scholar Trainee – Work Integrated Learning Program**

Welcome to WILP!

With reference to your application, it is our pleasure to enroll you as a Scholar Trainee – Work Integrated Learning Program. This is a scholarship program customized as a robust academic and training program which will enable you to obtain M-Tech degree from one of the premier engineering institution / University in India.

The duration of the academic program shall be 48 months from the **date of enrolment to the academic program**. You will be enrolled into the academic program within 12 months from date of joining. Your date of joining will be intimated through a separate communication.

We hope you enjoy the learning with WILP and have an enriching experience being a part of Wipro Limited ("Wipro or "Company").

Please read through the terms and conditions of your enrolment as provided below.

We look forward to having a long and fruitful relationship with you at WILP, Wish you all the best!

Yours sincerely,  
For **Wipro Limited**,

**Aparna Shailen**  
**General Manager - Human Resources**

#### **Endorsement**

I accept the enrolment and the terms and conditions thereof as specified below. I shall report for undergoing study on

#### **Terms & Conditions of Scholarship**

##### **1. PROFILE:**

You have been selected to be a part of Wipro's WILP and are enrolled as a Scholar Trainee- Work Integrated Learning Program. Upon joining WILP, you will have to undergo a "Project Readiness Program" ('PRP') that prepares you to participate in projects at the Company as part of this learning program. This robust academic program will also enable you to obtain **M-Tech degree from one of the premier engineering Institution / University** upon successful completion of the course.

##### **2. DURATION:**



The duration of your academic program will be for a period of 48 months from the date of enrolment to the academic program. You will be enrolled into the academic program within 12 months from date of joining. Unless the Company extends the period of your study in writing, which is done solely at the discretion of the Company, your enrolment would automatically terminate at the end of the stated 48 months.

In case the Company extends the academic period (in writing) you will continue to be enrolled as a Scholar Trainee – Work Integrated Learning Program with WILP.

### 3. Appointment details:

We provide support to our global customers through various Company locations in India to suit customer requirements by operating 24x7. You would be operating from any of these locations and in any of the shifts, including night shift, as may be decided by the Company, keeping in mind the business needs and deliverables to customers.

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Apart from the monthly scholarship, the Company will provide you with life & accidental insurance that would include a cover for you, the premium / cost will be taken care of by Wipro. This is a voluntary benefit offered by the Company and the details of the same are listed below.

- i. A Group Personal Accident Insurance (GPAI) coverage of **Rs.12,00,000/-**. You could also choose to get additional coverage for a nominal and highly negotiated premium. More details on the policy are available in My Policies section in myWipro, the HR portal at Wipro.
- ii. Group Life Insurance coverage of **Rs.14, 00,000/-**. This sum insured is inclusive of cover as per EDLI (Employee Deposit Linked Insurance). You can also get an extra coverage for a nominal and highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

In addition to the above, you are also eligible for medical insurance cover towards hospitalization.

You are eligible for a floater coverage of Rs.2,00,000/- per annum for family (self, spouse & children) towards hospitalization. There will be a deduction from your monthly scholarship/stipend depending on your marital/family status towards the base sum insured premium. 10% of the claim amount would need to be borne by the employee/Scholar trainee.

Base Medical insurance is to be availed by the employee as default. It is accounted for in deductions as a nominal monthly charge. Top-Up cover is voluntary and charged as applicable during renewal timelines.

If you wish to enhance the coverage, a top up cover option is also available for a highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

The below table lists down your scholarship details:

Period	Scholarship	ESI	Consolidated Scholarship (Rs. Per Month)
First year	15000	488	15,488/- (*)
Second year	17000	553	17,553/- (*)
Third year	19000	618	19,618/- (*)
Fourth year	23000	0	23,000/- (*)

(\*) You shall be responsible for payment of all statutory contributions, taxes, dues and levies as may be required under the relevant laws including contributions under Employees' State Insurance Corporation Act (**at 0.75% of your Scholarship**) as and when applicable to you. Such contributions, taxes, dues and levies where required, shall be deducted from your Scholarship and benefits according to applicable laws and regulations.

Your fourth-year scholarship will continue until completion of your M-Tech program. Your enrolment into the MTech academic program within 12 months from date of joining.

You shall be eligible to receive a onetime "joining bonus" of Rs.75,000 after you join Wipro along with your first month salary. All applicable taxes on the payment of this amount will be borne by you. Please note in the event you leave the organization within 12 months from the date of joining, payment processed under Joining bonus shall be recovered from the employee at the time of exit.

The enhancement of the scholarship at the end of each academic year of study will be at the discretion of the Company and subject to your satisfactory progress of study, acquisition of skills, behavior, regularity and punctuality in attendance. Your continued enrolment in the course, will be at the discretion of the Company, and is subject to satisfactory academic performance and other requirements as prescribed in the WILP portal.

In case your project performance at any stage is not found to be at par with the requirement of WILP, then you would be placed on performance improvement program (PIP). If you fail to successfully complete the PIP, the Company may at its sole discretion discontinue your enrolment in the WILP program.

#### **Book Allowance:**

A Book Allowance of Rs.1,250/- will be provided to you per semester. This allowance will be given every semester except the last semester when you will be engaged in dissertation. The allowance will be paid to you centrally along with your scholarship during the course of each semester. The allowance will be subject to tax. Book allowance is applicable and paid only when you are registered for the semester.

#### **5. Training Agreement:**

- i. This letter of enrolment is subject to the execution of a training agreement in the prescribed proforma with Wipro Limited, Sarjapur Road, Doddakannelli, Bengaluru-560035 on or before joining the program ("Training Agreement").
- ii. This Training agreement shall be for a total period of 60 Months where you will be mentored for developing your skills and knowledge. This included technical training, in various formats, both online and offline and practical experience in various projects. The Company invests on your behalf for the cost of these trainings. Should you discontinue the WILP program or your enrolment with WILP is cancelled for any reason whatsoever before the completion of 60 months from the date of joining, the training expenses of Rs.75,000/-(Rupees Seventy five thousand only) will have to be paid by you as detailed in the Training Agreement.

#### **6. PROJECT READINESS PROGRAM (PRP)**

Upon enrolment, you will have to undergo a Project Readiness Program (PRP) to prepare you to participate in projects. This is offered by Wipro's - Talent Transformation Department to all campus and off-campus selects. The broad objective of PRP is to equip you with the necessary knowledge and skills that will enable you to start working on real-life project work which is an integral part of the WILP.

#### **7. Regulations of Academic study:**

- i. You will be enrolled for M-Tech program with a renowned institution ("University") that collaborates with Wipro for WILP.
- ii. Course specialization includes but is not limited to Software Systems, Software Engineering, Information Technology, Computing Systems and Infrastructure Management, Data Analytics, IoT, Cloud, Digital & Cyber security, Embedded Systems.
- iii. Your specialization and enrolment would be decided based on prevailing business requirements and decision of the Company is final and binding.
- iv. You will not be able to change Specialization track after enrolment.
- v. Overall program duration is 4 years from date of enrolment of academic program.
- vi. As per the program structure, a WILP Scholar trainee will register and pursue 4 to 6 courses per semester over 7 semesters.
- vii. You will be required to submit a project work / dissertation in your final semester (8<sup>th</sup> semester of your program). This will enable you to advance your professional capabilities by applying concepts and techniques in projects.
- viii. Each course has multiple evaluation components. This includes an assignment component, quiz, mid-semester examination and comprehension examination. All evaluation components are mandatory for securing a pass grade in a course as prescribed by the partnering institution.

- ix. Contact classes are organized as per the handout and calendar prepared and shared by the University at the beginning of each semester. In the normal course, one session of 2 hours duration per course per contact class is organized.
- x. You will be called upon to undergo studies during the hours and days as may be fixed by the Company from time to time. Normally, the study hours would be from 9:00am to 6:00pm
- xi. The faculty will take attendance/circulate attendance sheets for every session. It is your responsibility to ensure that your attendances are recorded properly.
- xii. WILP Scholar trainees are expected to be on time for every session. Punctuality is non-negotiable and the faculty reserves the right to deny entry and attendance to late comers.
- xiii. Attending 75% of contact session is mandatory for each course to appear for examinations.
- xiv. Not attending classes for reasons like medical/on the job training /late coming/personal problems and other similar reasons would be treated as absenteeism.
- xv. Scholar trainees who fail to meet the minimum attendance criteria will not qualify for comprehension exams for any of the registered courses in that semester.
- xvi. For any reason, you are not able to meet the minimum attendance criteria or not complete the mandatory assignments / quiz / examinations in any semester, you are required to repeat the same semester as and when the next batch is organized. In such cases, rules and regulations governing academic programs at that time would be applicable. In addition, additional semesters fees are to be borne by you as prescribed by the University.
- xvii. At the end of each semester, the performance of each Scholar Trainee in a course, is specified as a letter grade which is obtained through a Relative Grading procedure
- xviii. Any Scholar trainee securing 3 or more cumulative fail grade at any point in time will be expelled from WILP Program.
- xix. The 8th semester of study is fully devoted for dissertation / project work
- xx. If a Scholar trainee's CGPA is less than 5.5, the Scholar trainee will not be permitted to register for the dissertation. He/she has to re-appear for exams and secure a CGPA of 5.5 before taking up the dissertation. Also, a Scholar trainee with an E grade in any course will not be permitted to register for the Dissertation
- xxi. Project / Dissertation work has to be carried out by each individual separately. Teamwork is not permitted.
- xxii. The dissertation has to be completed strictly as per the guidelines that are outlined by collaborating institution.
- xxiii. WILP Scholar trainees are expected to maintain decorum and discipline in line with Wipro's professional work culture and environment.
- xxiv. In cases where a Scholar trainee deviates from the expected behaviour as prescribed by the WILP and partnering institution from time to time , strict action will be taken and the decision of the WILP Team / faculty /, University would be final and binding.
- xxv. Breach of integrity will be dealt with sternly. Such Scholar trainees will be asked to discontinue their studies and also expelled from WILP program.
- xxvi. On successful completion of the study, you will be eligible to receive the M-Tech degree from the collaborating University, in recognition of your successfully completing the course.
- xxvii. All Scholar trainees of the WILP will be given testimonials at the end of the successful completion of the M-Tech degree program. The testimonial contains the timeline in the WILP and the kind of project works carried during this opportunity.

Mode of contact session, examination pattern and other academic program norms are subject to change based on the prevailing situation / University norms declared from time to time. Decision of the University would be final and binding.

## **8. Conflict of Interest:**

- i. During your enrolment period with the WILP, you will focus exclusively on the requirements of the program. In addition to your study and academic requirements, you are required to engage yourself exclusively in the work assigned by Wipro and shall not take up any independent or individual assignments (whether part time or full time, in an advisory capacity or otherwise) directly or indirectly without the express written consent of Head /

## Manager of WILP Academy

- ii. You shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any person who is involved in activities, which are or shall be in conflict with the interests of Wipro.
- iii. The Conflict of Interest Policy also refers to the need on your part, during your enrolment and for a period of one year from the cessation of your enrolment with WILP (irrespective of the circumstances of, or the reasons for, the cessation) not to solicit, induce or encourage:
  - a. Any student/scholar trainee of the WILP to abandon /withdraw their enrolment with the program or to accept enrolment and/or employment with any competitor, supplier or any customer with whom you have a connection.
  - b. Any employee of Wipro to terminate their employment with Wipro or to accept employment with any competitor, supplier or any customer with whom you have a connection.
  - c. Any customer or vendor of Wipro to move their existing business with Wipro to a third party or to terminate their business relationship with Wipro.
  - d. Any existing employee and/or student of WILP to become associated with, or perform services of any type for any third party.
- iv. In case of any conflict or doubt, please discuss the matter with Head / Manager of WILP, to understand Wipro's position on this and resolve the conflict.

## 9. Obligation and Responsibilities:

- i. During the study period you will be governed by the WILP regulations and instructions as may be modified, from time to time, in relation to conduct, discipline and other matters.
- ii. During your study as part of WILP, Company expects you to undergo study in the area in which you are placed, with a high standard of initiative and efficiency. This is critical and Company has zero tolerance towards any deviations.
- iii. You would not be allowed to seek membership of any local or public body without the written approval from the Head / Manager of WILP.
- iv. During the study period and thereafter, you would not be allowed to give out to anyone in writing or by word of mouth or otherwise, particulars or details of work - process, technical know-how, research carried out, security arrangements, or administrative and/or organizational matters of confidential or secret nature which you may come across during your academic study or become known to you by virtue of your undergoing study under WILP or otherwise.
- v. You are bound by all regulations, instructions and policies of the WILP and Wipro. These are updated / modified on a periodic basis and new policies may be introduced and notified to Scholar trainees from time to time and you will be bound to comply with the same.
- vi. In consideration of the opportunities, trainings and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by WILP/Wipro and in the course of your association with WILP. This covenant shall endure during your association and beyond the cessation of your association with WILP (irrespective of the circumstances of, or the reasons for, the cessation).
- vii. In connection with your association with Wipro as part of the WILP and during the term of your association upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business or academic session hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

During the period of academic study, if you develop or conceptualize inventions, ideas, concepts, discoveries, techniques and improvements (including without limitation computer software) solely or jointly with others in relation to the operation of the WILP / Wipro, such developments will be fully communicated to the WILP academy and will be the sole intellectual property of Wipro. You agree to cooperate in the execution of documents to facilitate the assignment of such intellectual property when required.

## 10. Confidentiality:

- i. In consideration of the opportunities, training and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by Wipro and in the course of your enrolment. This covenant shall endure during your enrolment and beyond the cessation of your enrolment with Wipro (irrespective of the circumstances of, or the reasons for, the cessation).
- ii. During your training on projects at Wipro, you will be expected not to use or disclose any confidential information, including trade secrets, of any former employer (if any) or other person with whom you have an obligation of confidentiality and by signing below you affirm that you have no conflicting obligations or non-compete agreements that would prevent you from working without limitation for Wipro.

## **11. Assignment of Intellectual Property**

In connection with your enrolment and during the term of your enrolment, upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

## **12. Posting**

During the initial study period, initially you would be made familiar with Wipro, but you may if needed be re-assigned or transferred to another division, department, establishment or new location where Wipro, has its office or operation and WILP classes are running in the particular location, in India, without enhancing the scholarship amount. On placement of this nature, you will also be governed by the disciplinary rules and regulations as applicable in that unit/branch. You may also be placed in any sister company of Wipro, for practical studies.

## **13. Misconduct:**

- i. In case you are charged with any misconduct or disciplinary issue during your study period, your enrolment with WILP may be temporarily placed on suspension without payment of scholarship amount, for such period as Wipro may deem fit. If the charges against you are proved to be true, your enrolment may be immediately cancelled, without any notice or payment of scholarship in lieu of notice notwithstanding any clause of this letter of enrolment. It is clarified that this clause is without prejudice to Wipro's rights to enforce the Training Agreement duly signed by you even after cancellation of your enrolment for whatever reasons as the case may be.
- ii. Notwithstanding the condition regarding written notice of termination and without prejudice to Wipro's right to enforce the Training agreement, Wipro shall have the right to terminate your academic study without any notice or payment of scholarship in lieu thereof, if any declaration given or information furnished by you to WILP/ Wipro is found to be false or if you are found to have willfully suppressed any material information.

**Please note that at any stage, whether during your selection process or upon enrolment with the WILP, if it is brought to our notice that you have indulged in malpractices or used illegal means to clear your online assessment, Wipro shall withdraw or revoke the enrolment and cancel the same with immediate effect and we reserve our rights to take suitable action against you as we may deem fit.**

## **14. Cancellation of Enrolment:**

Notwithstanding any of the clauses of this letter of enrolment, Company reserves the right at its sole discretion to cancel this enrolment during the study period without assigning any reason, by giving one month's (30 days) notice or one month's scholarship/stipend in lieu of notice.

## **15. Study Hours:**

- i. As a Scholar Trainee – Work Integrated Learning Program, you will be called upon to undergo studies during the hours and days as may be fixed by WILP from time to time as per the University requirements.
- ii. You would be assigned to any of the locations and any project work as part of your WILP as may be decided by the Company.
- iii. The full day lecture sessions will be held at any of Wipro's other establishments/outsourced venue. You may also be called upon to attend academic study as and when required on holidays, as may be scheduled in accordance with the convenience of the organizing team of the WILP.
- iv. The university will plan contact classes in multiple format to suit the project work situations and university guidelines such as contact classes in ILT (instructor Led training) and / or VILT (virtual Instructor Led Training and Self-Directed / Recorded lecture sessions).

## 16. General:

- i. This letter of enrolment is subject to the condition that you have not provided us with any false declaration or wilfully suppressed any material information. If you have, you will be liable for cancellation of enrolment from the WILP without any prior notice.
- ii. The terms of this letter of enrolment may be specifically enforced legally, if required. In this connection, if any of the provisions of this letter are declared or found to be void or unenforceable due to any reason whatsoever, the remaining provisions of this letter shall continue in full force and effect.
- iii. These enrolment terms supersede and replace any existing agreement or understanding, if any, between Wipro and you relating to the same subject matter.
- iv. You warrant that you are not prevented by a court or by any other administrative or judicial order from enrolling under this agreement. In the event that you are not a citizen of the country of posting, you should have a valid work permit to work in the country of posting.
- v. During the period of enrolment you are required to comply with all policies of WILP and Wipro. These policies are updated / modified on a periodic basis and new policies may be introduced and notified to the Scholar Trainees from time to time. You agree to comply with all policies as modified from time to time.

## 17. On Completion/Cancellation of Academic Program:

- i. On Completion of the academic program or cancellation of your enrolment , as the case may be, you will immediately surrender to Wipro/ the Academy all specifications, formulae, documents, literature, drawings or records, etc. belonging to Wipro/ the Academy or relating to its business and shall not make or retain any copies of these items.
- ii. You are not eligible to receive testimonial certificate if you do not successfully complete the academic study in accordance with this letter of enrolment and the study scheme formulated by the Academy.
- iii. Wipro reserves the right to offer employment at its sole discretion to a Scholar trainee on successful and satisfactory completion of the academic study.

## 18. Acceptance of Enrolment Letter:

Upon accepting the above terms and conditions, you are required to return the duplicate of this letter of enrolment, duly signed by you as a token of your acceptance on the day of joining WILP program.

Please confirm that the above terms are acceptable to you and that you accept the enrolment by signing a copy of this letter of enrolment and submit the same on the date of joining.

## 19. Work Allocation:

As part of your work responsibilities, you may be assigned to work on certain projects/accounts or other assignments as may be deemed fit by the Company in its sole discretion. Refusal to accept and deliver on such assignments shall be treated as a refusal to work and may result in termination of your employment or other disciplinary action.

Yours sincerely,

For **Wipro Limited**,



**Aparna Shailen**  
**General Manager - Human Resources**

I have read, understood and agree to accept the enrolment on the terms and conditions herein.

I shall be present for the induction session on

## **ANNEXURE I**

### **CONFIRMATION ON SHARING PERSONAL INFORMATION (AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT, 2000)**

I Radheshyam Thakur, confirm that I am voluntarily sharing my Personal Information with Wipro Limited ('Wipro') being a part of WILP of Wipro for the following purposes:

- a. validating my application form and retaining records on the same for any future reference/verification;
- b. processing my application form including background verification checks;
- c. academic study related actions including record keeping, processing scholarship advance and benefits and any action required in the context of my enrolment with Wipro, being a part of WILP.

In this context, I also agree to the retention of such Personal Information by Wipro for any future reference/verification and authorize Wipro to transfer the same to a third party.

I understand that 'Personal Information' means any information, relating to me that is available with Wipro and is capable of identifying me."

## **ANNEXURE II**

I hereby confirm that I shall submit the required academic certificate including but not limited to mark sheet and Provisional or Convocation Degree Certificate within 3 months from my date of joining. I understand that my enrolment is subject to my aggregate meeting the Wipro eligibility criteria and submission of the above mentioned documents.

I hereby declare that all the particulars mentioned above are true to the best of my knowledge. In the event of my failure to submit the above mentioned documents or in case of any discrepancy, I shall be liable for termination of my enrolment with Wipro.

## **ANNEXURE – III**

### **INITIAL INDUCTION PROGRAM**

The Talent Transformation team at Wipro groom's campus selects to help them face the challenges of the corporate world.

A holistic 360 degree approach to training is adopted and helps them hone their fundamental computer skills followed by insights into Wipro businesses, process, technology and behavioural skills.

To understand and appreciate the mindset of the young Trainees and ensure that the transformation is smooth, the induction program is done by a team of dedicated professionals who have exposure to the academic and corporate sectors alike. Project Readiness Program (PRP) is a training program designed to address the basic learning needs of the Trainees.

#### **Corporate Readiness Program - CRP**

The CRP program is focused on making young Trainees comfortable in a corporate environment. This program starts with a corporate induction.

"EMERGE" a behavioural skills building training program ensures that the fresh Trainee start feeling at ease in the "corporate world". This activity based behavioural intervention informs the new entrants about the corporate work culture and business etiquette.

#### **Technology Readiness Program - TRP**

The technology training provides critical technical skills required to work on projects allocated to Trainees and prepare to face the demands of the project world. We begin doing this by familiarizing with Wipro's businesses and work environment.

The methodology of training is "Project Based Learning" (PBL) approach, the entire learning is designed around a series of projects that the recruits are expected to complete individually by learning and applying various topics required to complete the project. Starting with individual projects, the PBL approach ends with recruits working on a team project.

## **ANNEXURE – IV**

I have read and understood the terms of my enrolment letter. I agree and acknowledge that I am a Student/Scholar trainee with Wipro's WILP. I further undertake that I shall not represent to any person within Wipro or any other third

party that I am an employee of Wipro Ltd and I fully understand that such false representation shall entail severe disciplinary action including immediate cancellation of my enrolment.

### **Travel, Accommodation, Food & Other Miscellaneous Expenses**

#### **Travel**

- i. You would be entitled for Rs. 1500 from the date of appointment as a lump sum amount that will be credited with your first month stipend. You may utilize this amount towards Travel and you would not need to submit bills towards usage of this amount.
- ii. There is no provision for reimbursement/allowance towards any expenses incurred in lieu of attending training or classes at different locations in the same city.

#### **Accommodation, Food & other Miscellaneous Expenses**

- i. You would be entitled for Rs.400 per day for 8 days (total amount of Rs.3,200) from the date of joining. You may utilize this amount towards accommodation, food & other miscellaneous expenses. This would be paid as a lump sum amount that will be credited with your first month stipend and you would not need to submit bills towards usage of this amount.
- ii. If your posting location (the location where you would be based out of after training) is different from the training location (location where you undergo initial training), you would be entitled for the following:  
  
Settlement and Miscellaneous Expenses: Rs.1200 per day for 7 days (total amount of Rs. 8,400) from the date of reporting to the posting location. You may utilize this amount towards boarding, lodging, conveyance & other miscellaneous expenses.
- iii. Any location change after reporting to posting location will be treated as relocation/transfer and will be covered under the Transfer policy for Team Rainbow. For details you can refer the policy at myWipro-> My Policies -> India->My Travel>Transfer Policy-Team Rainbow.
- iv. Campus joiners would not be eligible for accommodation at the Wipro guest houses.

**Please note in the event that the employee leaves the organization within 6 months from the date of joining, all payments processed under Joining & Relocation Entitlements shall be recovered from the employee at the time of exit.**

**Skill Preferences 1 :** [DAAI -Cloud & Digital Database](#)

**Location Preferences 1 :** [Bangalore](#)

**Skill Preferences 2 :** [CEP-SAP-ABAP](#)

**Location Preferences 2 :** [Mysore](#)

**Skill Preferences 3 :** [Python App](#)

**Location Preferences 3 :** [Chennai](#)

☒ Accept ☐ Decline

☒ **Signature** [Radheshyam Thakur 25/1/2023 10:00 PM](#)

(checking the checkbox above is equivalent to a handwritten signature)

Registered Office:

**Wipro  
Limited**

**T** :+91 (80) 2844 0011

Doddakannelli

**F** :+91 (80) 2844 0054

Sarjapur  
Road

**E** :info@wipro.com

Bengaluru  
560 035

**W** :wipro.com

India

**C** :L32102KA1945PLC020800

26168298





**CGI Information Systems and Management Consultants Pvt. Ltd.**

Regd. Office: e.city, Tower 2, No.95/1 & 95/2,  
Electronic City, Phase I (West)  
Bangalore – 560 100. India  
Tel +91-80-6642 2222 | Fax +91-80-6642 1200

**cgi.com**

CIN: U72200KA1990PTC019138

Dear HARSHA R

I am delighted to offer you a role at CGI Information Systems and Management Consultants Private Limited (“CGI” or “Company”) where we strive to create an environment in which we enjoy working together and, as owners, contribute to building a company we can be proud of. We are very excited about the prospect of having you join us, and look forward to welcoming you.

As part of the leading information technology companies in the world, there are many opportunities for growth and development, both individually and as part of a large professional community. I hope you will choose to be part of our CGI Global Community, a team of extraordinary people building a company that reflects their aspirations and is supported by our shared vision and values.

We are offering you the position of **Associate Software Engineer** and your **Total Target Earnings** is INR **302000-** in accordance with the terms and conditions contained below.

This offer is contingent on your:

- successful completion of your graduation with a minimum of [60%] of marks and no backlog in any semester;
- successful completion of pre/post-employment training designated by the Company. Details of the training, duration, and conditions of training will be communicated to you by the Company upon your acceptance of this offer. You are required to maintain the minimum attendance threshold throughout the training and achieve the grade pre-defined by the Company for the successful completion of the training.

Should you fail to achieve the above pre-requisite, the Company shall be entitled to revoke this offer at its discretion or terminate your employment forthwith without notice or pay in lieu thereof.

You are requested to report at Bengaluru our office on 24 July 2022 . Your appointment will be effective on your joining date. If you do not confirm your acceptance within the timeframe mentioned below, this offer will be considered withdrawn unless extended in writing by the Company.

- You are required to communicate your acceptance of this offer via email to your assigned Recruiter’s CGI email id on or before 23 July 2022. You will also be required to read, understand and execute the CGI Candidate Declaration that will be issued to you on your joining date.
- Your reporting time on the joining date is 8:30 a.m. Kindly note that it is important to be on time to complete the joining formalities.
- On your joining date, please bring the originals and one set of photocopies of the documents mentioned in Annexure-A.
- Please contact us at 080-4194 0000 (Monday to Friday between 9:30 a.m. to 5:30 p.m.) or via email to your CGI designated recruiter for any queries regarding your employment offer.

The terms and conditions governing your employment are as under:

- Your employment with the Company is at all times subject to you having and maintaining a valid work permit from the Government of India (if applicable). A copy of the work permit needs to be furnished by you on the date of on boarding failing which you will not be permitted to join. You hereby agree that you shall undertake all necessary steps to keep such work permit valid and subsisting throughout the term of your employment with the Company.



- Your employment will be subject to a probationary period of [6] months (**“Probationary Period”**). If your performance is, in the opinion of the Company, found to be satisfactory during this period, then the Company shall confirm the appointment in writing. The Company may, at its sole discretion, extend the Probationary Period, by providing you prior written notice. Your employment remains subject to [15] days’ notice of termination until you are notified in writing of the satisfactory completion of the Probationary Period.
- This appointment will be based on your agreement to serve the Company for a minimum period of two years effective your date of joining. On joining, you will have to sign the Employment Agreement with the Company
- This offer is conditional upon your having a valid passport. If you do not have a passport as of the date of this offer, you are required to apply for one immediately and produce the relevant acknowledgement on the day of your on boarding. Being part of consulting organization, it is your responsibility to monitor the validity of your passport and renew it in advance. Should you be denied a passport, or if you are otherwise unable to produce a copy of your passport, CGI shall be entitled to terminate your employment forthwith without notice or pay in lieu thereof. It is a condition of your employment that you have a valid passport at all times.
- During your employment with CGI, you may get opportunities to work on multiple platforms/skills at the sole discretion of CGI. CGI encourages and appreciates flexibility to work on different technologies
- Your services are transferable anywhere in India as also anywhere abroad within the CGI group of companies or other third parties. In case your services are transferred to any of our group companies or affiliates of the Company, you are required to abide by the rules and regulations pertaining to that company. You will carry out your duties as per the instructions of your superiors from time to time
- Your remuneration is strictly confidential. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should not be shared with anyone.
- **Code of conduct:** You will abide by CGI policies including all amendments as may be carried out from time to time at sole discretion of CGI (**“CGI Policies”**), and the applicable rules and regulations in force from time to time and will also be required to sign and abide by the **Code of ethics** and conduct as elucidated by the Company as part of your performance appraisal process. Any breach of the guidelines or the terms and conditions of employment may result in termination of your services without notice or compensation.
  - a) You will not carry on any business other than for the Company or enter for any part of your time in any capacity in the services of other person or persons and company or companies. You will devote your whole time and attention to your duties to promote the interests of CGI and you will not utilize or divulge to any person or persons any of our trade secrets or confidential information.
  - b) In the course of your employment with CGI, you shall not, without the previous written consent of CGI and which consent CGI may in its absolute discretion and without assigning any reason, withhold and/or refuse to accord directly and/or indirectly solicit and/or engage in the collection and donations for any trust or other organizations and/or institutions for charitable work and/or any other purposes and person/s and/or bodies corporate/institutions with whom you come into contact and/or have dealings with in the course of employment with CGI.
  - c) During your employment with CGI and perpetually thereafter, you will not transmit, disclose or otherwise use confidential information related to CGI, the affiliates or group companies of CGI, or the clients of CGI or its affiliates and group companies, to any unauthorized person, except as may be required in the course of discharging your duties in connection with CGI’s business. Confidential information means and includes information which is confidential and proprietary to CGI and its affiliates and group companies, and/or to certain third parties with which CGI has relationships, and disclosed to or obtained by you from CGI and/or such third parties, whether (without limitation) in graphic, written, electronic or machine readable form on any media or orally and whether or not the information is expressly stated to be confidential or marked as such and includes, but is not limited to information of value or significance to CGI and/or its competitors (present or potential) including but not limited to CGI’s intellectual property; client names; project related information; content; data; techniques; plans; designs; programs; customer information; identity and job descriptions of CGI’s personnel; organizational structure; financing relationships or terms; service provider or vendor relationships or terms; processes; methodologies; compensation or bonus data; the terms of this appointment letter; or any other information, not in the public domain pertaining to the business or affairs of CGI; but does not include information that is in the public domain other than by your breach of this appointment letter and/or of any other agreement to which you are bound by. You will not divulge confidential information to anyone, including family, friends, and especially others in the same or similar competing businesses. You will sign a Confidentiality and Non-Disclosure Agreement to protect CGI’s confidential information at the time of your onboarding and anytime upon request during your employment with CGI. If you are bound by a confidentiality agreement with a previous employer, you must notify the Company and indemnify the Company against any breach thereof.

- d) For the purpose of representing and improving the company's brand image and being able to interact with senior level decision makers in the industry in a satisfactory manner, you are required to follow the following norms:
- i. Maintain complete confidentiality and high level of integrity in all your actions performed on behalf of the company
  - ii. Practice high level of professionalism in business etiquettes, selection of attire, choice of language in conversation and documents, meeting commitments and in overall conduct; and
  - iii. You shall help in maintaining congenial, disciplined, participative and supportive work environment to encourage team spirit and high performance standards.

- e) **Intellectual Property:** You irrevocably, absolutely and perpetually assign to the Company worldwide right(s), title(s), and interest(s) under any statute or common law including patent rights; copyrights including moral rights; trademarks, designs, anywhere in the world, whether negotiable or not in respect of your contribution(s) during the term of the employment, free from encumbrances of any kind for the full term of each and every such right, including renewal or extension of any such term. All of the Intellectual Property (created solely or jointly with others) given, disclosed, created, developed or prepared in connection with your employment with the Company shall be deemed to be 'work for hire' and/ or inventions developed in the course of employment with the Company within the meaning of the copyright laws of all jurisdictions, including and without limitation, India, and the Company shall be deemed to be the sole author thereof in all jurisdictions for all purposes. If under any applicable law, any results and proceeds of your services are not deemed to be works and/ or inventions developed in the course of the employment with the Company, then to the fullest extent allowable and for the full term of protection otherwise accorded to you under such applicable law, you hereby assign and transfer to the Company any/all right(s), title(s), and interest(s) in such works and/ or inventions. You further irrevocably, absolutely and perpetually assign to the Company the worldwide rights in respect of: (a) any licences, permissions and grants in connection with any Intellectual Property therewith; (b) applications for any of the foregoing and the right to apply for them in any part of the world; (c) right to obtain and hold appropriate registrations in Intellectual Property, (d) all extensions and renewals thereof; and (e) causes of action in the past, present or future, related thereto including the rights to damages and profits, due or accrued, arising out of past, present or future infringements or violations thereof and the right to sue for and recover the same. Further, you hereby agree to waive any right to and refrain from raising any objection or claims pursuant to Section 19(4) and Section 30-A of the Copyright Act, 1957.

For the purpose of this agreement, "Intellectual Property" includes ideas, concepts, creations, discoveries, inventions, improvements, know how, trade or business secrets; trademarks, service marks, designs, utility models, tools, devices, models, methods, procedures, processes, systems, principles, algorithms, works of authorship, flowcharts, drawings, books, papers, models, sketches, formulas, teaching techniques, electronic codes, proprietary techniques, research projects, and other confidential and proprietary information, computer programming code, databases, software programs, data, documents, instruction manuals, records, memoranda, notes, user guides, in either printed or machine-readable form, the whether or not copyrightable or patentable, or any written or verbal instructions or comments.

- f) You will be responsible for the safekeeping and return in good condition all the Company property and all material or documents (including reproductions and excerpts) containing Confidential Information and any letter of authority or power of attorney issued to you, which will be in your use, custody or charge.

- **Non-solicitation:** During your period of employment with CGI and for a period of twelve (12) months commencing from the last day of your employment with CGI, you will not directly or indirectly: (i) solicit any employee of CGI to terminate his/her employment with CGI, or to accept any other employment; and/or (ii) solicit or do business with any clients or customers or potential clients or customers of CGI with whom you have had dealings during the last twelve (12) months of your employment with CGI.
- **Communication:** Please approach your immediate supervisor for any queries pertaining to project or organization related concerns, suggestions which you may have from time to time. In addition, the HR team is always available to discuss any of your needs or suggestions.
- **Shift:** You shall have no objection to work on shift / staggered duty in case business warrants that. Please note that it is management's prerogative to decide which member will work on shift and management's decision in this regard will be final. Your project will also decide the shift allowance that will be payable and will be based on project requirement. This will be governed by the existing Shift Allowance Policy.
- You may be required to travel on Company work and you will be reimbursed expenses as per Company Policies.

- **Unauthorized absence from work:** Your unauthorized absence from work for a continuous period of more than three days without leave or obtaining your manager's approval will be treated as absconding from duty, triggering disciplinary action. In the event, that you do not report for work within eight days from the date of unauthorized absence it will be treated as "voluntary abandonment of service" and it shall be deemed you are no longer interested in the employment and your employment will be terminated. In such an event you shall be liable to refund the salary in lieu of shortfall in notice period and other dues payable to the Company, as specified.
- **Termination of employment:**
  - i **Termination without cause:** Your services may be terminated at any time by either side by giving fifteen days' written notice or salary in lieu thereof during the Probationary Period and **Two month's written notice** or **Two month's salary in lieu thereof** after confirmation of employment with the Company. Whilst the Company reserves the right to release you upon your resignation prior to conclusion of your notice period with or without paying notice pay for the balance notice period, decision to allow notice pay in lieu of notice is at the sole discretion of the management. If you decide to leave without completing due notice and handing over formalities as per the requirement of CGI; you will not be eligible to get any certificates which indicate employment with CGI immediately or in future. No references will be entertained from any authority/institution seeking details of your case.
  - ii **Termination for Cause:** Notwithstanding anything contained in this appointment letter, the Company may terminate the employment contemplated hereunder at any time without requiring to serve notice period or payment in lieu of notice period, for 'cause'. For the purpose of this Agreement 'cause' shall include:
    - (a) inattention or negligence in the performance of duties and obligations under this appointment letter;
    - (b) repeated failure to comply with lawful directions of the Company and its officers;
    - (c) conviction in a criminal case or framing of charges in a criminal case;
    - (d) breach of the terms of this appointment letter and breach of representations and warranties contained herein;
    - (e) unethical business conduct;
    - (f) breach of any statutory duty or for any act or omission adversely affecting the goodwill, reputation, credit, operations or the business of the Company;
    - (g) fraud, misappropriation or dishonesty in respect of the property or the business of the Company;
    - (h) commission of any act not in conformity with discipline or good behaviour or acceptance of any illegal gratification;
    - (i) habitual neglect of your work or gross or habitual negligence in the performance of your duties;
    - (j) unauthorised disclosure of any Confidential Information of the Company; and/or
    - (k) any act or omission that could be construed as misconduct under applicable law.
  - iii **Termination for ill-health or disability:** If you, at any time, are prevented from ill-health or accident or any physical or mental disability from performing your duties hereunder, you shall inform the Company, either through yourself or any of your relatives, and supply it with such details as it may require and if you are unable by reason of ill-health or accident or disability, for a period of 60 days or more to perform your duties hereunder, the Company may forthwith terminate your employment.
  - iv **Project Engagement:** You understand and acknowledge that the business of the Company is dependent on the projects that it receives from its clients and that you have been employed to primarily work on such projects. If the project that you are working on requires a lower headcount or is winding up, you will no longer be required to work on such project. You will be informed at least 30 days prior to the date from which you will no longer be required to work on such project. In the event that either CGI or you are unable to find an alternate project that you can be staffed on within 45 days of your last project, your employment shall be deemed redundant and shall be terminated in accordance with applicable law and the terms of this letter. Notwithstanding the foregoing, you expressly agree that if you refuse two or more opportunities that are offered to you by CGI to be placed on an alternate project, it shall be deemed that you are voluntarily resigning from your employment with CGI. You understand and acknowledge that if you fail to upskill / reskill as required by and to the satisfaction of the Company, the Company will not be able to place you on an alternate project. Being placed on an alternate project is subject to availability of roles and your skill sets, and is not an obligation of the Company.
- You may be assigned to certain engagements that require Knowledge Transfer from client/other BU's/members within the engagement. During assignment or after obtaining such Knowledge Transfer, you are required to serve the stipulated rotation period. This is in addition to the notice period requirement mentioned above.
- **Non-Competition:** During the term of your employment with CGI, you shall not directly or indirectly compete with CGI in any manner whatsoever.



- **Restriction of Employment with Client/Customer:** For a period of twelve (12) months following the end of your employment with CGI, you agree not to, directly or indirectly, as employee, consultant or otherwise, work for or provide services or trade in goods, whether solely or with others, whether as an employee, officer, director, agent, partner, consultant, member of any company or other commercial enterprise or otherwise, to clients or customers or with any competitor or any organization where you have been taken or sent for training, deputation or secondment or professional work by the Company or to whom you provided services on CGI's behalf during the last twelve (12) months of your employment with CGI.
- You will keep us informed of any change in your residential address/contact details.
- If you resign from the service or your employment is terminated for any reasons before completing one (1) year of service, you will fully reimburse the Company, the joining bonus, transition bonus, retention bonus, notice pay and relocation expenses, if any.
- It is your responsibility to notify the Company of any changes in your personal information within three working days. It shall also be your responsibility to notify the Company of any legal action or suit, whether in the nature of civil or criminal initiated against you. Additionally, you shall also be responsible for notifying CGI of any proceedings which may impact your ability to fulfill your job responsibilities. Your failure to notify the above details will result in breach of the appointment terms. All notices shall be considered duly and properly delivered to the address on file with the Company.
- You will retire from the services of the Company on attaining the age of superannuation. The retirement age in CGI is sixty (60) years.
- The benefits as outlined herein and in CGI policies are subject to change at the Company's discretion. You will be entitled to leaves in accordance with the Company's policy as applicable from time to time.
- Upon your resignation or retirement from the Company or termination of your services, you are required to return all assets and property of the Company including but not limited to documents, machines, data, files, books etc. (including but not limited to leased properties).
- We provide support to global customers from various locations in India & abroad to suit customers' differing time needs including 24x7 bases. You may be asked to operate from any of the CGI locations and in any of the shifts, including night shift, at the sole discretion of management, as may be required by the Company keeping in mind business needs and deliverable requirements to customers. Your work schedule will be provided to you by your Manager / Supervisor upon your joining. Your weekly off days may not be on weekends.
- You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- **Condition of Hire:** Your appointment is contingent upon satisfactory reference & background checks including verification of your application materials, education and employment history. CGI will conduct background checks to verify your identity, education, professional qualifications, employment history and references (Level 1), and will include, depending on the nature of your position or at a client request, a criminal record check (Level 2) and credit verification (Level 3) if you have access to CGI and/or client sensitive or critical information, facilities or assets and/or your role requires handling of financial transactions. In addition, during the course of your employment on need basis or on a recurrent basis every 5 years and in a context of change of role, a complete re- verification including background checks as per CGI policies including without limitation, criminal record checks (Level 2) and credit verifications (Level 3) may be conducted, if applicable. Also, dual employment checks could be conducted at any time during the course of your employment. By signing this Employment Agreement, you are providing a free, informed and ongoing consent to all such verifications before and during the course of your employment as per CGI's policies and you agree to sign any forms required for such verifications at the appropriate time. Successful clearance of background verification is a mandatory requirement for employment confirmation. Unsuccessful clearance of background verification will lead to termination of employment without notice. CGI reserves the right to audit the submitted educational & previous work experience(s) documents at any point of your tenure in CGI, as part of which you are obligated to furnish any/all of such relevant documents on demand. Failure to furnish the same and / or the submitted education & work experience proving to be false or unverifiable as per CGI standards, may lead to termination of employment without notice. The basis of the offer is authentic and verifiable education and work experience as per CGI standards. You are accountable for providing documents that enable appropriate authorities in the relevant educational institution(s) and previous employer Organization(s) to validate your claims. CGI is not liable for the inability of the aforementioned authorities to validate your credentials basis your submissions. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer.
- If any information furnished by you in your application for employment or during the selection process is found at any time during your employment to be incorrect or false, and/or if you have suppressed any material information; the Company may terminate your services without notice or compensation



- **Data Protection and Privacy:** The Company may, in connection with your employment, receive personal data relating to you or third parties associated with you (such as spouse or children). Such data may be received directly from you or from other sources, and some personal data may be recorded directly or indirectly by internal security systems (such as CCTV cameras) or by other means. The Company may process such data for relevant and limited purposes. By agreeing to employment with CGI, you hereby expressly consents to the following:
  - (a) the processing of your personal data by the Company or such third-party appointed by the Company;
  - (b) the collection and processing of sensitive personal data or information (as defined under applicable laws) about you for limited purposes;
  - (c) the transfer worldwide of personal data held about you by the Company to other employees and offices of the Company's worldwide organization and to third parties where disclosure to such third parties is required in the normal course of business or by law; and use of your personal images and voices in marketing material, videos, etc.; and
  - (d) treating any personal data to which you have access in the course of your employment strictly in accordance with the Company's policies and procedures and not using any such data other than in connection with and except to the extent necessary for the purposes for which it was disclosed to you.
- Subject to insurance policies that the Company may have and other statutory insurances, you may be eligible to receive compensation under the Employees Compensation Act, 1923, for injuries arising out of and in the course of employment.
- Women employees of the Company shall be entitled to maternity leave in accordance with the Maternity Benefit Act, 1961 (as applicable), i.e., eligible women employees shall be entitled to 26 weeks of maternity leave for the first 2 surviving children, and 12 weeks of maternity leave for every subsequent child
- Your designation may be changed at the discretion of the Company depending on the work assigned to you
- Your **Total Experience** will be part of our professional records

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Total Experience = Relevant Experience + Weighted/ Non-relevant Experience

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0.0 Yrs. = 0.0 Yrs. + 0.0 Yrs.

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Relevant Experience = Total number of months the candidate has worked on the skill/role for which the candidate is being hired in CGI

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Weighted Experience = A weighted percentage is given to your non-relevant experience, either to your role or skill, for which you are being hired in CGI

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- Any and all of the terms and conditions of service may be modified or changed at the Company's discretion. Breach of any one of the conditions will render you liable to termination of your employment without notice.
- This letter supersedes all oral or written communication exchanged between you and CGI prior to the date of this letter and commitments, if any, made during the selection process. You acknowledge that you have read and understood the terms and conditions of this offer letter and to confirm your acceptance of this offer letter, please sign in on all the pages & in the space specified below and return the signed copy to CGI on your onboarding day.
- If any provision of this letter is held to be unenforceable, the remaining provisions shall remain valid, binding and in full force to the maximum extent possible. If any portion of this letter is held to be unreasonable, such provision shall be given effect to the maximum extent possible by narrowing or enforcing in part that aspect of the provision found overbroad or unenforceable.
- Your employment with the Company and this letter shall be governed by and construed and enforced in accordance with the laws of India, without regard to conflicts of laws. You agree to the exclusive jurisdiction and venue of the courts in Bangalore for the resolution of all disputes arising under this letter.
- No waiver by the Company of any breach of this letter shall be valid unless in writing and signed by the Company. The waiver by the Company hereto of any provision of this letter shall not operate or be construed as a waiver of any subsequent breach by you, nor shall any waiver operate or be construed as a rescission of this letter





- You shall, at all times during the course of your employment with the Company (and even after its termination) agree to indemnify and keep indemnified the Company, as the case may be, against all losses, damages, claims, interests, costs, expenses, liabilities, proceedings and demands which the Company may suffer or incur or which may be made against the Company as a result of any misrepresentations or breach of this letter, acts or omissions by you during the course of employment.
- You shall not at any time without limitation, publish or communicate any disparaging remarks, comments or statements concerning the Company, its holding company, group companies, affiliates or associate companies or any of their respective shareholders, directors, officers or employees. For this purpose, 'disparaging' means any remarks, comments or statements that impugn the character, honesty, integrity, morality, or business acumen or abilities in connection with any aspect of the operation of business of the Company, or reflect negatively upon, the individual or company being disparaged.

- Base Compensation Components:**

Designation: Associate Software Engineer		
Date of Joining: 24 July 2024		
Pay Components	Monthly (INR)	Annual (INR)
Basic (Inclusive of D.A.)	21,500	258,000
Flexible Compensation Plan <sup>1</sup>	6,136	73,632
<b>Base Compensation</b>	<b>27,636</b>	<b>331,632</b>
Provident Fund <i>Company Contribution</i>	2,580	30,960
Gratuity Fund Contribution	1,034	12,408
<b>Gross Compensation</b>	<b>31,250</b>	<b>375,000</b>
Share Purchase Plan <i>Company Contribution</i> <sup>2</sup>	829	9,948
Profit Participation Plan <sup>3</sup>	553	6,636
<b>Total Target Earnings</b>	<b>32,632</b>	<b>391,584</b>

- <sup>1</sup>**Flexible Compensation Plan:** Option to allocate to components like Meal Vouchers, Conveyance, National Pension Scheme, LTA etc
- <sup>2</sup>CGI will contribute towards **Share Purchase Plan (SPP)**: As part of our ownership culture, we enable those who join CGI to become an owner through our Share Purchase Plan. It is an opportunity for you to buy shares in CGI, become an owner, and benefit from any long-term appreciation in the CGI share price. When you choose a percentage to contribute, CGI will match your contribution 100% (up to **3%** of your Base Compensation). Contributions are done on a monthly basis towards the purchase of CGI shares, and you can start, stop and change your contribution at any time. Only those members who enroll for this benefit are eligible for receiving the company contribution & will need to contribute an equal amount on a monthly basis towards the purchase of CGI shares.
- <sup>3</sup>**Profit Participation Plan:** This plan distributes a portion of our profits based on the achievement of CGI's financial objectives, as well as individual performance. The Target Profit Participation Plan (PPP) is at **2%** of Base Compensation on pro rata basis and can be more or less basis the performance of CGI, performance of Business Units and performance of Individuals. All regular members employed as of Jun 30th of CGI Inc. fiscal year (Oct-Sept) are eligible and should be active on rolls as on Dec 31st to receive the payout. The Corporate guidelines of PPP may be amended from time to time  
Eligible members will be paid statutory bonus as per the provisions of the Payment of Bonus Act, 1965. Where members are eligible for both statutory bonus as well as the PPP, the company shall deduct from the PPP allocated to a member the amount of statutory bonus payable under the Act for such corresponding period and the difference will be paid as the actual PPP

In addition to the above you are eligible for:

- INR 25,000/-** towards annual insurance premium to cover self, spouse & up to two dependent children under Group MediClaim Insurance and to cover self under Group Personal Accident Insurance & Group Term Life Insurance

The tax liability arising out of the above payments now or in the future, due to changes in income tax provision shall be borne by you



I look forward to your acceptance of this offer and to welcoming you to our team. I am confident that in this new role, you will make a valuable contribution to CGI and our continued success.

Yours sincerely

**For CGI Information Systems and  
Management Consultants Pvt. Ltd.,**

A handwritten signature in black ink, appearing to read "S Pradhan", is written over a light blue rectangular background.

---

**Sarika Pradhan  
Vice President Corporate Services**

I have read the terms and conditions of employment and the contents of the employment agreement and in token of my acceptance; I duly acknowledge the receipt of the letter of employment.

Please sign below to confirm that you agree with the terms and conditions stated in this letter.

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**Signature & Date**





**Annexure-A**

We request you to bring the originals, on your date of reporting to CGI for verification.

*Please note that the below documents are mandatory for **CGI's personnel records** and will be subjected to **background verification**. Non submission of these documents will impact your profile and records needed to manage your career effectively within CGI and may also have serious impact on project and client requirements, hence your cooperation in this is crucial.*

#	Documents
1	Acceptance copy of CGI's appointment letter signed by you on all pages
2	Valid Work Permit issued by Government of India, if applicable
3	Passport (all pages – wherever the entries are made)
4	Income-Tax Permanent Account Number Card (PAN Card)
5	Passport size photograph – 05 nos.
6	10th class mark sheet & certificate
7	12th class mark sheet & certificate
8	Bachelor degree mark sheets (all semesters)
9	Bachelor degree certificate / convocation certificate
10	Master degree mark sheets (all semester)
11	Master degree certificate / convocation certificate
12	Diploma mark sheets (all semesters)
13	Diploma certificate
14	Any other certificates
15	Appointment letter, pay slip, relieving letter & experience certificate of all previous Co.
16	Present company's appointment letter
17	Present company's relieving letter & resignation acceptance letter from HR
18	Present company's experience certificate
19	Present company's salary slip with employee number (last two months)
20	Aadhaar / Voters ID / Driving License / Rental agreement /Bank passbook (address page only)
21	Blood group and RH type report



Dear **HARSHITA RAVINDRA KUMBAR,**

**Date: 9 -Mar -2023**

On behalf of Mu Sigma., it is our pleasure to confirm your selection for employment as “**Software Engineer- Trainee**”, in our **India** operations. We are very excited to extend this offer, and the opportunity it represents, with great confidence in your abilities.

We will be pleased to offer you on the following terms & conditions:

Designation : **Software Engineer – Trainee**

Total Cost to Company: **Rs. 500000/- per annum**

Compensation: **As Detailed in Annexure I**

The company will make deductions as may be necessary as per Statutory compliance with State / Central tax laws.

Your Initial Posting will be at **Bangalore** However, your services are transferable to any other place or office of the Company or to any subsidiary or associate company; whether now existing or still to be formed. Such transfer / deputation will be in accordance with the company’s rules being in force at the time. You are required to work from office on all 5 working days (Mon to Fri) for a period of 6 months from your date of joining , post which the schedule will be decided by the organization based on the requirements.

This letter will be followed by a background verification email and you will be required to share relevant documents as requested. Upon successful initiation of background verification, we will mail you a detailed offer letter before join us in July/August (Based Final Exams). It will include your date of joining, initial posting location and complete employment terms & conditions. Kindly consider this letter as an indicative offer, to begin with the on-boarding process.

Sincerely,  
Mu Sigma

**Annexure I**

<b>NAME:</b>	GAJULA RAM KUMAR		
<b>TITLE:</b>	Software Engineer Trainee	<b>GRADE</b>	<b>P2</b>

<b>COMPONENTS - A</b>	<b>Limits</b>	<b>Per Month</b>	<b>Per Annum</b>
Basic		21,667	2,60,000
HRA		10,833	1,30,000
Executive Allowance		14,508	1,74,097
LTA - Maximum One Month Basic	21,667	1,806	21,667
Children Education Allowance	2,400	200	2,400
Lunch Coupon	18,000	1,500	18,000
Residential Telephone Reimbursement	-	-	-
PF (Employer's Contribution)		2,600	31,200
Gratuity		1,053	12,636
<b>Fixed Compensation</b>		<b>54,167</b>	<b>3,50,000</b>
Insurance		2,667	32,000
<b>STI</b>			<b>60,600</b>
<b>Total Compensation</b>			<b>500000</b>

**Note:**

FBP Component can be Zero or Maximum provided in the each row of FBP section.  
FBP Component can be changed three times a year before December of each year as per finance guidelines



Zscaler Softech India Private Limited  
CIN: U72200KA2007PTC043114

November 09, 2022

Harshitha M  
Ksfcl Layout  
Lingarajapuram  
Bangalore, Karnataka, 560084  
Mobile Number: +91-7483505875  
Email ID: harshitha.18bec@cmr.edu.in

Dear Harshitha,

We enjoyed talking to you about the opportunities with ZSCALER SOFTECH INDIA PRIVATE LIMITED (the "Company") and are pleased to offer you the position of **Associate, TAM** reporting to **Tulika Chakraborty, Team Lead, TAM**.

The Company is the leader in cloud security, and you could certainly play an important role in our continued success. Your compensation and benefit package include the following (but is not an exhaustive list of matters to be incorporated into is the Employment Agreement provided with this Offer Letter):

Your monthly base salary (Total Cost-To-Company) will be **INR 50,000 (INR 800,000 annualized)**.

You will be paid a bonus of **INR 200,000** out of which **INR 100,000** will be paid on completion of one year and the remaining **INR 100,000** on completion of second year of your full-time employment with Zscaler.

You shall be entitled to leave and holidays in accordance with the Company's policy as amended from time to time.

You will be employed at our office in **Bangalore, India**.

This offer is contingent and conditional upon:

- The successful completion of a background check and employment verification by an external background screening provider (Sterling Talent Solutions), to the Company's satisfaction. We will provide you with a notification from Sterling Talent Solutions that provides details of this. Whether the outcome is satisfactory will be determined by the Company in its sole discretion
- Proof that you are legally entitled to work in India; and your availability to take up and carry out the role offered to you and not being in breach of or breaching any express or implied terms of any contract, court order or of any other legal obligation binding upon you by virtue of accepting this offer of employment

This offer assumes the following:

- This offer is conditional upon you providing documentary evidence of your eligibility to work in India as per the requirements of the Indian law
- That you would work exclusively for Zscaler (unless authorized otherwise); and
- That all work you would perform during the period of your employment would be the exclusive property of Zscaler

Please find the enclosed copy of the Employment Agreement. If you wish to accept the position, you need to sign the employment agreement, which shall be effective from the employment start date.

**Regd. Office:** Bren Optimus, 3rd floor, 8/2 (BBMP Property I.D. No. 63-159- 8/2), Dr. M.H. Marigowda Road, Dairy Colony, Adugodi, Bengaluru -560029, Karnataka, India | Tel: +91 7204-052718

**Corporate Office:** Netsmartz Square, 2nd & 3rd Floor, Plot No. IT C-09, Sector 67 (IT Park), Mohali, SAS Nagar - 160062, Punjab, India | Tel.: +91 7087-216963

**Worldwide Headquarters:** Zscaler, Inc., 120 Holger Way, San Jose, CA 95134, USA | Tel: +1 408 533 0288

[www.zscaler.com](http://www.zscaler.com)



Zscaler Softech India Private Limited  
CIN: U72200KA2007PTC043114

**Harshitha**, we look forward to the opportunity to work with you and the prospect of building a fun and exciting company together. Please don't hesitate to call if you have any questions.

If you accept this contingent offer, please sign a copy of this letter as your acceptance of this role with the Company subject to the conditions set out in this offer letter and for your permission for us to arrange the background check. By signing this letter, you consent to all such background investigations and/or reference checks that may be carried out in relation to you by the Company through the background screening provider. If we have not received your acceptance from you within 5 working days, the contingent offer of employment will expire and no longer be open for acceptance. Please also contact me to arrange a time to bring in relevant original documents to confirm your identity and right to work in India.

This letter shall be governed by and construed in accordance with the laws of India. The courts at [Bengaluru/Chandigarh] shall have exclusive jurisdiction to decide any dispute arising out of this letter.

Your acceptance of this contingent offer is required no later than 5 Days, planning for a start date of **November 09, 2022**. We look forward to hearing from you.

For **ZSCALER SOFTECH INDIA PRIVATE LIMITED**

**Jay Chaudhary**

**Chairman & CEO**

Acceptance

I hereby confirm my acceptance to terms and conditions outlined in this letter.

DocuSigned by:

*Harshitha M*

D1017F661BE8458...

**Harshitha M**

November 9, 2022

**Date**

**Regd. Office:** Bren Optimus, 3rd floor, 8/2 (BBMP Property I.D. No. 63-159-8/2), Dr. M.H. Marigowda Road, Dairy Colony, Adugodi, Bengaluru -560029, Karnataka, India | Tel: +91 7204-052718

**Corporate Office:** Netsmartz Square, 2nd & 3rd Floor, Plot No. IT C-09, Sector 67 (IT Park), Mohali, SAS Nagar - 160062, Punjab, India | Tel.: +91 7087-216963

**Worldwide Headquarters:** Zscaler, Inc., 120 Holger Way, San Jose, CA 95134, USA | Tel: +1 408 533 0288

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Zscaler Softech India Private Limited  
CIN: U72200KA2007PTC043114

# EMPLOYMENT AGREEMENT

NOVEMBER 09, 2022

BETWEEN

ZSCALER SOFTECH INDIA PRIVATE LIMITED

AND

Harshitha M

**Regd. Office:** Bren Optimus, 3rd floor, 8/2 (BBMP Property I.D. No. 63-159- 8/2), Dr. M.H. Marigowda Road, Dairy Colony, Adugodi, Bengaluru -560029, Karnataka, India | Tel: +91 7204-052718

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This employment agreement (**Agreement**) is entered into on **November 09, 2022**.

BY AND BETWEEN:

- (1) **Zscaler Softech India Private Limited**, a company incorporated under the provisions of the Companies Act, 1956, having its registered office at Bren Optimus, 3rd floor, 8/2 (BBMP Property I.D. No. 63-159-8/2), Dr. M.H. Marigowda Road, Dairy Colony, Adugodi, Bengaluru – 560029, Karnataka, India hereinafter referred to as the **Company** which expression shall, unless contrary to the context or meaning thereof be deemed to mean its successors in business and permitted assigns); AND
- (2) **Harshitha M**, a citizen of **India**, resident at **Ksfc Layout, Lingarajapuram, Bangalore, Karnataka, 560084, India**.

The Company and the Employee are collectively referred to as the **Parties** and individually as the **Party**.

## 1 Appointment

- 1.1 The Employee shall commence employment with the Company on **November 09, 2022 (Effective Date)** as the **Associate, TAM**.
- 1.2 The Employee shall be bound by the terms and conditions laid down in the Agreement. The Employee will report to **Tulika Chakraborty, Team Lead, TAM**. The Employee's designation and reporting relationship may undergo a change from time to time as may be determined by the Company.
- 1.3 This employment is conditional on the following:
  - (a) the Employee having lawful authority to work in India and providing satisfactory proof to the Company of such authorization. The Employee must also remain legally authorized to work in India throughout his/her employment with the Company, and failure to remain legally authorized to work in India will constitute a just cause for the termination of employment;
  - (b) the timely completion of a background check and employment verification that is satisfactory to the Company in its sole discretion. The Company will conduct the background screening through an external background screening provider. Should any information the Employee has provided be determined as false or material information has been withheld during the recruitment process, this will be considered a breach of the Agreement and the Company may then terminate employment without providing any notice or pay in lieu therefor; and
  - (c) the Employee being free to take up and carry out the role offered to him/her and not being in breach of or breaching any express or implied terms of any contract, court order or of any other legal obligation binding upon the Employee by virtue of accepting this employment.

## 2 Place of Work

The Employee's principal place of employment shall be at our office in **Bangalore, India**. The Employee may be required to: (i) relocate to other locations in India or abroad; and/or (ii) undertake such travel in and outside India, from time to time, as may be necessary in the interests of the Company's business.

## 3 Duties and Responsibilities

- 3.1 The Employee is required to carry out all duties that are normally associated with employment in the Company or for such Group Companies as the Company may direct. Group Companies for the purpose of this Agreement include the Company, its subsidiaries or holding companies and any subsidiary of any holding company that may be formed from time to time. The detailed duties and responsibilities of the Employee are set out in Schedule II of this Agreement.
- 3.2 The Employee agrees to comply with the Company's decision should it consider it necessary or appropriate to change the Employee's job title, reporting relationships, job duties and responsibilities, the legal entity that employs the Employee and the jurisdiction where the Employee is expected to perform his/her duties (despite

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location of his/her residence) on the basis of the Employee's performance or the Company's business requirements. Any such change shall not be deemed to violate the terms of this Agreement or constitute any basis for constructive or involuntary termination of employment, provided that the Employee's Total Cost to Company is not reduced and the Employee's other remuneration for services rendered to the Company is not substantially reduced.

3.3 During the subsistence of this Agreement, the Employee shall devote full working time, attention and energy to the performance of the duties assigned to him/her. The Employee shall not, whether directly or indirectly, be employed, engaged, concerned or interested in any manner whatsoever in any trade, business or profession other than the business of the Company or accept any appointment to any office (including directorships) whether for gain or otherwise without the written consent of the Company. Should the Employee receive written consent under this clause to conduct any such external activity, he/she shall not utilize the assets, resources and time of the Company for such external activities.

3.4 The Employee shall, at all times, be subject to and bound by the policies, rules and regulations of the Company as may be updated from time to time unilaterally by the Company or as may be brought to the notice of the Employee by the Company.

#### **4 Working hours**

4.1 The normal working week shall be 45 hours per week. Normal working time is between 09:00 AM to 06:00 PM. If necessary, as per duties and responsibilities, the Employee shall work additional hours and shifts outside of normal working hours upon approval from management. The Employee shall not be entitled to receive any additional remuneration for work done outside his/her normal hours of work.

#### **5 Compensation and Benefits**

5.1 The Employee is entitled to a monthly base salary (Total Cost to Company) of **INR 50,000** subject to statutory and other deductions. A detailed break-up of the Total Cost to Company, allowances and benefits is annexed as Annexure I of this Agreement. The Employee will be solely liable for his/her personal tax liabilities and the Company makes no assurances that the remuneration has been structured in the most tax efficient manner or tax treatment applicable to certain emoluments, allowances or benefits will continue for the entire term of employment. The remuneration shall be paid in accordance with the Company's normal payroll practices. The breakdown of the Total Cost to Company may need to be revised from time to time in keeping with regulatory developments or otherwise, and the Company will not be liable for any additional tax liability the Employee may face due to such revisions.

5.2 The Employee's compensation will be reviewed periodically by the Company and any increase will be discretionary and subject to and on basis of effective performance and Company results during the period.

5.3 If the Company offers any bonuses or other ad-hoc incomes exceeding the remuneration mentioned in clause 5.1 above, the Employee hereby accepts that these are discretionary payments and, even if they are offered several times no legal claim for future shall arise and they do not create a right to future bonus or other ad-hoc incomes or an increase in Total Cost to Company. The Employee has no automatic entitlement to future Total Cost to Company increases or bonus payments.

#### **6 Leave and Vacation**

The Employee shall be entitled to leave and holidays in accordance with the Company's policy as amended from time to time.

#### **7 Expenses and Deductions**

The Employee is authorized to incur reasonable and necessary expenses in business related travels, lodging and other expenses in the performance of his/her duties under this Agreement, provided such expenses are substantiated. The Company shall pay or reimburse such expenses to the extent the Employee submits vouchers





or other documentation in accordance with the Company's policy. No personal expenses of the Employee shall be borne or reimbursed by the Company.

The Employee agrees and acknowledges that the Company may, subject to applicable laws, at any time during the term of employment or cessation thereof, deduct from the Employee's Total Cost to Company, or final settlement, any amounts owed by the Employee, including but not limited to, any outstanding loans, advances, overpayments or costs incurred by the Company due to any damage or loss to Company property, etc. caused by the Employee.

## **8 Employee Surveillance**

The Employee agrees and understands that the Company may use various modes to ensure that the internet, email facilities and other communication systems provided by the Company are used in an appropriate manner. These may include the scanning, reading, inspection, scrutiny of emails sent and received and web sites visited or created by the Employee. The Employee acknowledges that he/she does not have any expectation of privacy when using the Company's resources. For the avoidance of doubt, and for the limited purpose of safeguarding the Company's confidential and proprietary information, the Company shall have the right to monitor and any personal e-mail or social media forum that may be accessible to the Employee from the Company including but not limited to Gmail, AOL, Hotmail, Yahoo, Facebook, MySpace, Twitter, etc.

The Company also reserves the right to monitor its employees using various security measures including but not limited to closed circuit television systems. These may be installed on the Company's premises overtly or covertly to ensure that the employees do not participate or propagate any activities which are or could be prejudicial to the Company's business interests or which could bring it into disrepute.

## **9 Term and Termination of Employment**

### **9.1 Term**

The Employee's employment with the Company will commence on the Effective Date and shall continue until terminated in accordance with this Clause.

### **9.2 Termination**

#### **(a) Termination with immediate effect:**

Notwithstanding anything contained in this Agreement, the Company may terminate the employment contemplated under this Agreement at any time without notice or payment in lieu of notice, for cause including but not limited to:

- (a) inattention or negligence in the performance of duties and obligations under this Agreement;
- (b) repeated failure to comply with lawful directions of the Company and its officers;
- (c) breach of the terms of this Agreement and breach of representations and warranties contained herein;
- (d) unethical business conduct;
- (e) breach of any statutory duty or for any act or omission adversely affecting the goodwill, reputation, credit, operations or business of the Company;
- (f) habitual unauthorised absence or unauthorised absence for a period exceeding 8 days;
- (g) fraud, misappropriation or dishonesty in respect of the Company's property or business;



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- (h) commission of any act not in conformity with discipline or good behaviour or acceptance or offering of illegal gratification;
- (i) any form of harassment, including sexual harassment while employed with the Company.
- (j) habitual neglect of work;
- (k) unauthorised disclosure of any confidential information of the Company; and
- (l) breach of any of the Company's policies.

(b) **Voluntary Resignation**

The Employee may voluntarily resign from employment with the Company at any time on giving prior written notice of 3 months to the Company. The Company may at its sole discretion waive all or part of the notice or allow the Employee to pay in lieu of the notice.

Any resignation would have to be accepted by the Company to become effective. Once accepted, the resignation cannot be withdrawn by the Employee without the express consent of the Company.

(c) **Termination for ill-health**

If the Employee, at any time, is prevented from ill-health or accident or any physical or mental disability from performing his/her duties hereunder, he/she shall inform the Company and supply it with such details as it may be required and if he/she is unable by reason of ill-health or accident or disability, for a period of 3 months or more to perform his/her duties hereunder, the Company may forthwith terminate this Agreement.

(d) **Termination without Cause**

Notwithstanding anything to the contrary herein contained, the Company is entitled to terminate the employment under this Agreement at any time by giving the Employee 1 month's written notice or payment in lieu thereof.

(e) **Handover**

Upon the determination of this Agreement for any reason, the Employee shall immediately hand over responsibilities to such person nominated for that purpose by the Company and shall deliver to such person all such papers, documents, memoranda, notes, records such as may be contained in magnetic media or other forms of computes storage, video tapes (whether or not produced by the Employee) and any copies thereof, charge and credit cards and other property of the Company and the group companies as may be in his/her possession, custody, control or power, including but not limited to any phones, computers, vehicles, etc. provided by the Company. The Employee shall also produce a no-dues certificate from all applicable departments of the Company to this effect.

- (f) The Employee agrees and accepts that any statutory or other 'last in first out' rule or any modification thereof shall not apply in the event of termination of this Agreement for any reason whatsoever.

## 10 **Confidentiality and Intellectual Property**

The Employee agrees and undertakes that:

- 10.1 He/she shall not during the term of this Agreement or thereafter, divulge or make use of any trade secret or confidential information concerning the business of the Company and the Group Companies or any of their dealings, transactions and affairs or any information concerning any of their suppliers, agents, distributors or

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customers which he/she possesses or comes to possess while in the employment of the Company or which he/she may make or discover while in the service of the Company and that he/she shall also use his/her best endeavours to prevent any other person from doing so.

- 10.2 All data, documents, plans, drawings, photographs, reports, statements, correspondence, etc. and technical information, know-how and instructions as well as business details or commercial policies that pass to the Employee or which come to his/her knowledge shall be treated as confidential and he/she shall be bound to keep secret all such confidential matters including papers and documents, computer floppies, CDs or other media containing the same and shall not disclose, communicate, reproduce or distribute the same or copies thereof to anyone except in the course of the rightful discharge of his/her duties towards the Company.
- 10.3 He/she shall not at any time after the termination of this Agreement in any way make known or divulge to any person, firm or body corporate any of the methods, systems or other information of any kind in relation to the affairs of the Company or the Group Companies whether such information is or was acquired by the Employee before commencement of employment with the Company, in the course of employment hereunder or otherwise.
- 10.4 Ownership of all rights to any material and results, and all right, title, and interest in, all work product, improvements, developments, discoveries, proprietary information, trademarks, trade names, logos, art work, slogans, know-how, processes, methods, trade secrets, source code, application development, designs, drawings, plans, business plans or models, blue prints (whether or not registrable and whether or not design rights subsist in them), utility models, works in which copyright may subsist (including computer software and preparatory and design materials thereof), inventions (whether patentable or not, and whether or not patent protection has been applied for or granted) and all other intellectual property throughout the world, in and for all languages, including but not limited to computer and human languages developed or created from time to time by or for the Company or the group companies by the Employee, whether before or after commencement of employment with the Company (the **Intellectual Property**) shall vest in the Company. For the avoidance of doubt, the Company shall have a right to freely develop and alter such material, results, and intellectual property rights and to license and assign them to third parties.
- 10.5 All intellectual property created by the Employee shall be regarded as having been made under a contract of service.
- 10.6 In consideration of employment with the Company, the Employee hereby transfers and assigns in favour of the Company, all rights, title, and interest in and to all the intellectual property, together with the rights to sublicense or transfer any and all rights assigned hereunder to third parties, in perpetuity. The Employee agrees that such assignment shall be perpetual, worldwide and royalty free.
- 10.7 Notwithstanding the provisions of Section 19(4) of the Copyright Act, 1957, such assignment in so far as it relates to copyrightable material shall not lapse nor the rights transferred therein revert to the Employee, even if the Company does not exercise the rights under the assignment within a period of one year from the date of assignment. The Employee further acknowledges and agrees that he/she shall waive any right to and shall not raise any objection or claims to the Copyright Board with respect to the assignment, pursuant to Section 19A of the Copyright Act, 1957. The Employee also agrees to assist and cooperate with the Company in perfecting the Company's rights in the intellectual property.
- 10.8 The Employee shall forthwith communicate to the Company and transfer to it the exclusive benefit of all inventions, discoveries and improvements which he/she may make or discover during the continuance of his/her engagement relating to the Company's trade or business and shall give full information as to the exact mode of working and usage of the same and also all such explanation and instructions, to the officers and workmen of the

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Company as may be necessary to enable them to work the same effectively and shall, at the expense of the Company, furnish it with all necessary plans, drawings and models.

- 10.9 The Employee shall, whenever requested so to do by the Company whether during or after the termination of employment hereunder, at the cost of the Company execute and sign any and all applications, assignments and other instruments which the Company may deem necessary or advisable in order to apply for and to obtain letters, patent, design, registration or other forms of protection for the aforesaid improvements, inventions and discoveries in such countries as the Company may direct and to vest in the Company the whole, right, title and interest therein.

## **11 Non-solicitation**

- 11.1 During the period of employment and for one year following termination of Employee's employment for any reason whatsoever, the Employee shall not, directly or indirectly, (i) solicit, encourage, or induce or attempt to solicit, encourage, or induce any (A) employee, marketing agent, vendor, partner or consultant of the Company to terminate his/her employment, agency, contract or consultancy with the Company, or any (B) prospective employee with whom the Company has had discussions or negotiations within six months prior to Employee's termination of employment, not to establish a relationship with the Company, (ii) induce or attempt to induce any current customer to terminate its relationship with the Company, or (iii) induce any potential customer with whom the Company has had discussions or negotiations within six months prior to Employee's termination of employment not to establish a relationship with the Company.

## **12 Equitable Remedies and Employee Representations**

- 12.1 The Employee agrees and acknowledges that the restrictions contained in this Agreement, including but not limited to clauses 10,11 and 12 are reasonable and necessary for the protection of the business and goodwill of the Company. Accordingly, the rights and obligations under this Agreement shall survive the termination of this Agreement and shall not be extinguished by termination of this Agreement.
- 12.2 The Employee agrees that any breach or threatened breach of the aforementioned clauses is likely to cause the Company substantial and irrevocable damage that is difficult to measure and may not be remedied solely by damages. Therefore, in the event of any such breach or threatened breach, the Employee agrees that the Company, in addition to such other remedies which may be available, shall have the right to obtain an injunction from a court restraining such a breach or threatened breach and the right to specific performance of the provisions of either such clauses, and the Employee hereby waives the adequacy of a remedy at law as a defence to such relief.
- 12.3 The Employee agrees and acknowledges that the restrictions contained Clauses 10,11 and 12 are considered to be reasonable in all the circumstances for the protection of the legitimate interests of the Company and shall be enforceable independently. While the undertakings and agreements under the clauses are considered by the Company and the Employee to be reasonable in all circumstances, if one or more should be held to be invalid as an unreasonable restraint of trade or for any other reason whatsoever by a final adjudication of any tribunal or court of competent jurisdiction, but would have been held valid if part of the wording thereof had been deleted or the period thereof reduced or the range of activities or area dealt with reduced in scope, the said undertakings and agreements shall apply with such modifications as may be necessary to make them valid and effective.

## **13 Warranties**

The Employee confirms and warrants that:

- (a) he/she has carefully read and fully understands all the provisions of this Agreement.



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- (b) he/she has not been arrested, or convicted of, or cautioned for, or charged but not yet tried with any offence or crime, even if he/she is subject to a pardon, amnesty, or other similar legal action and there is no lawsuit, arbitration, administrative or other proceeding or governmental investigation pending or, to the best of the Employee's knowledge, threatened against him.
- (c) by entering into this Agreement or performing any of the obligations under it, he/she will not be in breach of any court order or any express or implied terms of any contract or other obligation binding on him. The Employee further undertakes to indemnify the Company against any such claims, costs, damages, liabilities or expenses which the Company may incur if he/she is in breach of any such obligations.
- (d) in the performance of his/her obligations, the Employee will not utilize or make available to the Company any confidential or proprietary information of any third party or violate any obligation with respect to such information.
- (e) he/she has never been suspended, censured, or otherwise been subjected to any disciplinary action or other proceeding, litigation or investigation by any state or governmental body or agency or any regulatory authority or self-regulatory organisation.
- (f) he/she satisfies the necessary immigration requirements of and is entitled to work in India and will notify the Company immediately if the Employee ceases to be so entitled during his/her employment. The Employee's employment with the Company is conditional on providing the Company with any documents it requires to establish his/her right to work lawfully in India.
- (g) any notice period he/she is required to give or to serve with a previous employer has expired on commencement of employment with the Company and that by entering into or performing any duties for the Company, the Employee will not be in breach of any other obligation binding on him/her. The Employee irrevocably undertakes to indemnify the Company on a continuing basis from and against any loss, liability, damage, costs, and claims which it may suffer or incur arising out of any claim by any other party that in performing his/her duties under this Agreement, the Employee is acting in breach of any obligation he/she owes to such party.

This employment is on the basis that the information submitted by the Employee is complete and correct. The Employee agrees and acknowledges that if it is found that the information submitted is false or incomplete or that the Employee has concealed certain material information which detrimentally impacts the employment with the Company, the Company may terminate employment without providing any notice or pay in lieu thereof.

## 14 Data protection

The Employee hereby confirms that he/she has read and understood the Company's data protection policy and that he/she shall comply with the data protection policy when processing personal data in the course of employment including personal data relating to any employee, customer, client, supplier or agent of the Company or any group company.

The Employee consents to the Company collecting, processing, and handling data, including personal and sensitive personal data, relating to him for legal, personnel, administrative and management purposes. The Employee further

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agrees that the Company may transfer such data to its affiliates or service providers for legitimate business reasons, including but not limited to payroll processing, insurance benefits, etc.

## **15 Compliance with Applicable Laws**

Due to the fact that the Company is part of a multinational group of companies with a parent company in the U.S., the Parties agree that the Employee must comply with all applicable laws relating to the employment, including but not limited to the anti-corruption and anti-bribery provisions in the U.S. Foreign Corrupt Practices Act and The Prevention of Corruption Act, 1988 as well as any applicable export control laws. Without limiting the foregoing, the Employee understands that he/she may not at any time during the employment with the Company, pay, give, provide, or offer, or promise to pay, give, provide, or offer, any money or any other thing of value not legitimately due, directly, or indirectly, to, or for the benefit of:

- (a) any government or public official, political party, candidate for political office, or public international organization; or
- (b) any other person, firm, corporation, or other entity, with the knowledge that some or all of that money or other thing of value will be paid, given, offered or promised to a government or public official, political party, candidate for political office, or public international organization, for the purpose of obtaining or retaining any business, or to obtain any other unfair advantage, in connection with the Company's business.

## **16 Non-waiver**

No delay, failure, or omission on the part of the Company to exercise any of its powers, rights or remedies under this Agreement will operate as a waiver of them nor will any single or partial exercise of any such powers, rights or remedies preclude any further exercise of them.

## **17 Additional Remedies**

Notwithstanding anything contained in this Agreement, the Parties acknowledge that in addition to any remedy available to the Company, whether provided herein or conferred by statute, civil law, common law, custom, trade, or usage, the Company shall be entitled to obtain an injunction against the Employee from a civil court of competent jurisdiction.

## **18 Severability**

If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect. Any invalid or unenforceable provision of this Agreement shall be replaced with a provision which is valid and enforceable and most nearly reflects the original intent of the invalid or unenforceable provision.

## **19 Indemnity**

The Employee, at all times during the course of his/her employment in the Company (and even after the termination of this Agreement with respect to the terms contained herein) agrees to indemnify and keep indemnified the Company, as the case may be, against all losses, damages, claims, interests, costs, expenses, liabilities, proceedings and demands which the Company may suffer or incur or which may be made against the Company as a result of acts or omissions of the Employee during the course of employment.

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**20 Amendments**

No modification or amendment of this Agreement and no waiver of any of the terms or conditions hereof shall be valid or binding unless made in writing and duly executed by both the Parties.

**21 Governing law and disputes**

This Agreement shall be governed by and construed in accordance with the laws of India. The courts at Bangalore shall have the exclusive jurisdiction over all disputes or claims between the Employee and the Company under this Agreement.

This Agreement will be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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## SIGNATORIES

IN WITNESS WHEREOF each of the Parties has executed this Agreement, as of the day and year first above written.

SIGNED AND DELIVERED

For and on behalf of **Zscaler Softech India Private Limited**

A handwritten signature in black ink, appearing to read 'Jay Chaudhary', written over a light blue horizontal line.

**Jay Chaudhary**

**Chairman & CEO**

Acceptance

I hereby confirm my acceptance to terms and conditions outlined in this letter.

DocuSigned by:  
A handwritten signature in black ink, appearing to read 'Harshitha M', written over a light blue horizontal line.  
D1017F661BE8458...  
**Harshitha M**

November 9, 2022

\_\_\_\_\_  
**Date**

**Regd. Office:** Bren Optimus, 3rd floor, 8/2 (BBMP Property I.D. No. 63-159- 8/2), Dr. M.H. Marigowda Road, Dairy Colony, Adugodi, Bengaluru -560029, Karnataka, India | Tel: +91 7204-052718

**Corporate Office:** Netsmartz Square, 2nd & 3rd Floor, Plot No. IT C-09, Sector 67 (IT Park), Mohali, SAS Nagar - 160062, Punjab, India | Tel.: +91 7087-216963

**Worldwide Headquarters:** Zscaler, Inc., 120 Holger Way, San Jose, CA 95134, USA | Tel: +1 408 533 0288

**[www.zscaler.com](http://www.zscaler.com)**





Zscaler Softech India Private Limited  
CIN: U72200KA2007PTC043114

**November 09, 2022**

**Harshitha M**  
**Ksfc Layout**  
**Lingarajapuram**  
**Bangalore, Karnataka, 560084**  
**Mobile Number: +91-7483505875**  
**Email ID: harshitha.18bec@cmr.edu.in**

Dear **Harshitha**,

On behalf of Zscaler, Inc. (the "Company"), we are pleased to inform you of the following:

**Equity Grant: USD 10,000** (the "Value")

Subject to the approval of the Zscaler Board of Directors (or an authorized committee thereof) and following your commencement of employment, you will be granted restricted stock units (RSUs) under our 2018 equity Incentive Plan (the "Plan"), and your number of RSUs will be determined by dividing the above Value by the average of the closing price of the Zscaler's common stock on the Nasdaq Global Select Market for the trading days in the month in which your employment commences, rounded up to the nearest whole share.

The RSUs will be scheduled to vest over a four-year period: Twenty-five percent (25%) of the RSUs will vest on the first Quarterly Vesting Date (as defined in the Plan or your equity award agreement) following the one-year anniversary of your commencement of employment, and twenty-five percent (25%) of the RSUs will vest on each Annual Vesting Date thereafter. On any Annual Vesting Date, RSUs will vest only if you have remained in continuous service with the Company through that date. The grant will be subject to the terms of the Plan and your equity award agreement, which you will receive and be required to execute following the approval of your grant.

You should be aware that the Company can grant the RSUs to you only if it is approved by the Company's Board of Directors (or an authorized committee thereof) and permitted and feasible under the laws of your country. You should also be aware that the RSUs are an additional benefit that may be given to you by the Company and not by the prospective employer or any other subsidiary or affiliate of the Company. Therefore, the RSUs are not part of your employment relationship and are separate from your salary or any other remuneration or benefits provided to you by the prospective employer. This means that any gain you realize from the RSUs will not be included if or when any benefits that you may receive from such employer are calculated, including but not limited to bonuses, severance payments or similar termination compensation or indemnity payments during a notice period or payments in lieu of notice. The Company has the right to change or end the operation of the Plan at any time; as such, the Company is not obligated to grant RSUs or provide any other benefits to you.

You agree to receive any documents related to the Plan by electronic means and to participate in the Plan through an online or electronic system established by the Company or a third party designated by the Company.

**Regd. Office:** Bren Optimus, 3rd floor, 8/2 (BBMP Property I.D. No. 63-159- 8/2), Dr. M.H. Marigowda Road, Dairy Colony, Aduodi, Bengaluru -560029, Karnataka, India | Tel: +91 7204-052718

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**www.zscaler.com**



Zscaler Softech India Private Limited  
CIN: U72200KA2007PTC043114

All disputes arising under or relating to the RSUs, or the provisions of this letter will be governed by and construed in accordance with the laws of the state of California, U.S.A. (but not including the choice of laws rules thereof). For purposes of litigating any dispute that arises directly or indirectly from the RSUs or the provisions of this letter, the parties hereby submit to and consent to the exclusive jurisdiction of the state of California, U.S.A. and agree that such litigation shall be conducted only in the courts of Santa Clara County, California, or the federal courts for the United States for the Northern District of California, and no other courts.

Regards,

**Jay Chaudhary**

**Chairman & CEO**

~~~~~  
ACKNOWLEDGED AND AGREED:

DocuSigned by:  
  
D1017F601BE0458...  
**Harshitha M**

November 9, 2022

\_\_\_\_\_  
**Date**

**Regd. Office:** Bren Optimus, 3rd floor, 8/2 (BBMP Property I.D. No. 63-159- 8/2), Dr. M.H. Marigowda Road, Dairy Colony, Adugodi, Bengaluru -560029, Karnataka, India | Tel: +91 7204-052718

**Corporate Office:** Netsmartz Square, 2nd & 3rd Floor, Plot No. IT C-09, Sector 67 (IT Park), Mohali, SAS Nagar - 160062, Punjab, India | Tel.: +91 7087-216963

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[www.zscaler.com](http://www.zscaler.com)

**HCL TECHNOLOGIES LTD.**

Corporate Identity Number: L74140DL1991PLC046369

Technology Hub, Special Economic Zone

Plot No : 3A, Sector 126, NOIDA 201 304, UP, India.

T +91 120 6125000 F +91 120 4683030

Registered Office: 806 Siddharth, 96, Nehru Place, New Delhi-110019, India.

www.hcltech.com

www.hcl.com

**OFFER & APPOINTMENT LETTER****Offer Release Date: July 12, 2022**

**Dear Bachu Bharath Kumar Reddy,**  
**#22, KK niwas, 2nd cross**  
**manorayana palaya, M. S Nagar Post, Bangalore,**  
**Karnataka, India, 560046**

Dear **Bachu Bharath Kumar Reddy,**

Congratulations! With reference to the interviews conducted by HCL Technologies Ltd (**herein referred as “HCL” or “Company”**), we are pleased to inform you that you have been selected for employment in our organization as Software Engineer in band E1.

In the coming year, keep aspiring for change and be known for your thoughts and your work; be the catalyst that this fast changing world needs; keep sharpening your skills and investing in yourself; and last but not the least – keep your work and life in perfect balance, because that is the prerequisite for success.

You are requested to join us on **August 4, 2021** at 9:00 A.M at the following address **ChennaiSEZ-SDB1-All ex 4F:1B,1D,2A,2B,2C**. Your joining would be subject to successful completion and compliance with the pre joining requirements as applicable.

We at HCL believe in our colleagues showing flexibility and willingness to be deployed and rotated across the various locations, geographies and subsidiaries including our Infrastructure , BPO division etc. In line with the same approach, we look forward to your being flexible towards your placement in the Company. Your growth in this organization will be in line with your capabilities.

Your Terms and Conditions of employment are detailed in this offer and appointment letter and appended annexure(s)

Your Total Compensation will be **INR 4,25,000** per annum, outlined in [Annexure I](#).

You will be required to sign a service agreement of **24 months** with a surety amount of **INR 1.25 Lakhs**. This amount shall be payable to the Company only on the event of your separation from the company before **24 months** from the date of Joining.

You will be on probation for a period of 12 months from the date of your joining. The general terms and conditions governing your employment are outlined in [Annexure II](#).

On the date of joining, you would be required to submit the documents listed in [Annexure III](#). Please note that the submission of all listed documents is essential for the validity of your appointment in the Company.

[Annexure IV](#) provides details on the various compensation components and selected benefits that we offer you as a part of the HCL family.

**HCL Confidential****HCL**

**HCL TECHNOLOGIES LTD.**

Corporate Identification Number: L74140DL1991PLC046369

B-39, Sector 1, NOIDA 201 301, UP, India.

T: +91 120 4024700, 3337000 F: +91 120 2425833

Registered Office: 806 Siddharth, 96, Nehru Place, New Delhi-110019, India.

www.hcltech.com

www.hcl.com

At the time of joining, you are required to have completed your degree without any standing arrear/backlogs.

Please share your acceptance to offer as a confirmation within 3 days of receiving this letter and sign the duplicate copy of this Offer & Appointment Letter and Annexure(s) and submit the same on the day of joining failing which this offer & appointment letter extended to you by HCL Technologies Ltd shall stand withdrawn without any liability.

Please note that in case you are unable to report for joining on the respective date, this offer & appointment letter extended to you by HCL Technologies Ltd. will stand withdrawn without any liability.

Looking ahead, we see exciting times – we look up to you to provide impetus in accomplishing our mutual endeavor of being the best in the business of IT Services. Welcome to our Organization! We look forward to a mutually fruitful association.

Yours truly,

**For HCL Technologies Ltd.**



Amrita Das

Vice President, Head-Global Rewards

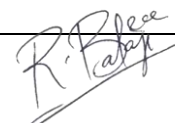


Signature of Employee:



**Annexure 1****COMPENSATION PLAN**

|                                                        |                              |
|--------------------------------------------------------|------------------------------|
| <b>Name</b>                                            | <b>Ashish Kumar Singh</b>    |
| <b>Band</b>                                            | <b>E1</b>                    |
| <b>Designation</b>                                     | <b>Software Engineer</b>     |
| <b>City</b>                                            | <b>Chennai</b>               |
| <b>Monthly Components (in INR)</b>                     |                              |
| Basic Salary                                           | 15,069                       |
| House Rent Allowance                                   | 7,523                        |
| Advance Statutory Bonus                                | -                            |
| Food Wallet                                            | -                            |
| Holiday Allowance                                      | -                            |
| Flexi Basket*                                          | -                            |
| Compensatory Allowance                                 | 0                            |
| <b>TOTAL: Monthly</b>                                  | <b>22,592</b>                |
| <b>TOTAL: Monthly Components : Annualized</b>          | <b>271,107</b>               |
| <b>Retirals &amp; Other Benefits (in INR)</b>          |                              |
| Provident Fund                                         | 21,699                       |
| Medical Insurance Premium/ESIC                         | 10,000                       |
| Gratuity                                               | 8,694                        |
| <b>TOTAL : Retirals</b>                                | <b>40,393</b>                |
| <b>Variable Components (in INR)</b>                    |                              |
| Performance Bonus (in Rs.)                             | 21,000                       |
| Engagement PB (paid monthly) @ 100% achievement levels | 17,500                       |
| <b>TOTAL: Variable Components</b>                      | <b>38,500</b>                |
| <b>COST TO COMPANY</b>                                 | <b>4,25,000</b>              |
| <b>Flexi Basket Details</b>                            | <b>Max Sub limits (p.a.)</b> |
| Fuel Reimbursement and Car Maintenance Charges         | -                            |
| Leave Travel Assistance / Allowance                    | -                            |
| Car Lease Rental                                       | -                            |



Signature of Employee:



|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                              |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|
| <b>TOTAL : Annual Flexi Basket</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | -                            |
| <i>Employee has an option of availing all, some or none of the Flexi Basket across various components as per annual limits and entitlements mentioned in the CTC sheet. Based on the individual declaration and actual reimbursements, any unclaimed amount will be paid as taxable to the individual</i>                                                                                                                                                                                                               |                              |
| <b>Insurance &amp; Medical Benefits (in INR)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <b>Max Sub limits (p.a.)</b> |
| Hospitalization cost reimbursement limit                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 360,000                      |
| Term life Insurance Cover                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | 2,000,000                    |
| Disability cover due to accident (upto)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | 1,800,000                    |
| <b>NOTE:</b> <ol style="list-style-type: none"> <li>Flexi Basket is only applicable in E2+ employees</li> <li>All salary components are governed by the company policies and statutory guidelines.</li> <li>This salary sheet is strictly confidential and must not be discussed with anyone other than your HCLT Reporting Manager and/or your HR Manager.</li> <li>Any personal tax liability arising out of compensation will be borne solely by the employee.</li> <li>Gratuity to be payable as per act</li> </ol> |                              |

**ANNEXURE II****Welcome aboard...**

It is often said that an organization can grow only if it empowers its employees to grow! At HCL, we consciously realize this fact and have developed a five-fold path for individual enlightenment that not only covers basic monetary benefits for HCLites, but also takes care of their professional growth by providing empowerment, knowledge, recognition, transformation and support.

Following are the terms and conditions that refer to our offer of employment to you, this is to be read in conjunction with the offer letter as attached.

**GENERAL TERMS AND CONDITIONS OF EMPLOYMENT****1. Location**

As you are aware that HCL is coming up with IT/ITES SEZ Operating Units in some cities; till the time SEZ campus becomes operational, you may be assigned to another facility in the city of posting - Chennai.

**2. Medical Check up**

Your employment is subject to you being declared medically fit by the company doctor.

**3. HCLT Training Program:**

Training (classroom/on the job) sessions will be conducted after your joining.



The training period may be either extended or may be deemed completed earlier, at the discretion of the Management. You shall continue to be under probation, unless specifically confirmed in writing.

#### **4. Increments and promotions**

Your growth in terms of role, compensation etc. in the company will solely be based on your performance. Unless notified in writing, you will be deemed as "confirmed" on completion of your probation period i.e. 12 months from date of joining. Subsequently, your annual performance appraisal and compensation review will be aligned and effected from the first day of the subsequent quarter thereafter.

#### **5. Notice Period/ Separation**

Your employment with the Company can also be terminated either by the Company or by you by giving the other party **90 days'** advance notice. If the Company terminates the employment and decides to relieve you before the completion of the notice period, the "Basic" component of the salary for the balance notice period would be paid to you. If at your request, the Company agrees to relieve you before serving the full notice period, you will be liable to pay the Company the "Basic" component of the salary for the balance notice period. However, please note that accepting any such early relieving request would be entirely at the discretion of the Company. Further, the aforesaid requirement of 90 days' notice may be extended, if mutually agreed by you and the Company.

On termination of your employment for any reason, you shall comply with the Company's termination procedures, sign all documents and return all Company property. The Company will not be bound to pay the dues, if any, till you have completed all the separation procedures.

#### **6. Agreements**

You may be required to sign necessary agreements with the Company or any other client as required and complete various formalities as per the agreements at the time of joining and during the tenure with the company.

You may also be required to sign other Agreements with the Company, as the Company may decide from time to time, in order to secure the interests of the Company as also to ensure your performance and adherence to all terms, conditions, rules and regulations of the Company.

#### **7. Background and Reference Check**

- The company will undertake the background verification / validation process of employees in terms of education, previous employment(s), criminal verification, database and web searches, address verification, claims made against achievements in the resumes/CVs of the employees etc. with the help of a third party as and when required. You would be required to submit photocopies of documents detailed in Annexure III to facilitate the joining and background verification process.
- The company may also undertake reference check through at least two professional references submitted during the process of selection. • In case the Prospective Employees fails to submit any document required for conducting background verification, they will not be considered for hiring. If the Prospective Employees fails the background verification, appropriate actions including withdrawal of offer of employment will be taken basis the recommendations given by the background verification team & in line with HCL policies.

#### **8. Working Hours**



You will be governed by the normal working hours as existing in the company. You may be required to work in shifts and/or in extended working hours, as permitted by law, if required as per business needs. The same are subject to change from time to time.

## 9. Mobility

The Company may require you to perform duties and undertake assignments for the Company in any part of India or abroad, whether at the Company's premises or that of its customers/clients. You are also liable to be transferred to any office or branch of the Company anywhere in India or abroad. During deputation to any customer/client's premises you shall abide by the terms and conditions pertaining to such premises.

## 10. Deputation/ Transfer

Company may also depute you to work with any of the Group Companies or transfer your services to any Group Company. On such transfer of your employment, the present terms and conditions will cease and the employment will be governed by the terms of employment of the Company you are transferred to. You shall however be entitled to continuity of service.

## 11. Retirement

You will retire from service on attaining superannuation at the age of 55 years.

## 12. Other benefits

You shall be eligible for other benefits related to leaves, perquisites etc. in accordance with the prevailing terms of employment in the Company. Notwithstanding the above, the Company reserves the right to change the above-mentioned benefits as and when it deems necessary and you will be notified accordingly.

## 13. Correctness of the Details Furnished

You have been appointed on the presumption that the particulars furnished in your application and resume are correct. In the event the said particulars are found to be incorrect or that you have concluded or withheld some other relevant facts, your appointment with the Company shall stand terminated/cancelled without any notice.

## 14. Data Protection:

- a. The Employee consents to the holding & processing of personal data provided to the Employer for all purposes of the administration and management of his/her employment and/or the Company's business.
- b. The Employee hereby agrees to his/her personal data being collected & the same being transferred, stored and processed by the Company in India and any other countries where the Company, its Group Company and Company Clients have offices, in accordance with the applicable laws.
- c. The Employee also agrees that the Company may make such data available to its advisors, other agencies, such as pension providers, medical, insurance providers, payroll administrators, background verification agencies and various regulatory authorities.
- d. During employment, the employee will have the right to amend/modify/alter his/her personal information. The employer will exercise all reasonable diligence for safeguarding personal information, as have been disclosed by the employee. It is clarified that the said obligation will not be applicable in case of legally compelled disclosures.





- e. The Employee further acknowledges and agrees that the Employer may, in the course of business, be required to disclose personal data relating to him/her, after the end of his/her employment to any group/statutory bodies/authorities as required under applicable law/requirements. However, any personal data, which is no longer required, will be deleted without undue delay.

## 15. Other Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of HCL as applicable to you and the changes therein from time to time.

Further, during the period of your employment with HCL, you will be required to inter alia comply with the Company's Code of Business Ethics & Conduct, Anti Bribery & Anti-Corruption, Business Gift and Entertainment Policy and failure to do so shall entitle HCL to take appropriate disciplinary action which may lead & include up to termination of your employment with HCL.

You agree not to undertake employment whether full time or part time, as the Director/ Partner/member/employee of any other organization or entity engaged in any form of business activity without the consent of HCL . The consent may be given subject to any terms and conditions that the company may think fit and may be withdrawn at the discretion of the company.

### Annexure III

#### LIST OF DOCUMENTS/INFORMATION TO BE SUBMITTED ONLINE TO FACILITATE PRE-EMPLOYMENT BGV (BACKGROUND VERIFICATION / VALIDATION) AND APPOINTMENT PROCESS IN HCL

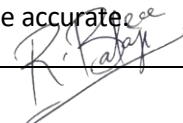
| S.No. | Particulars (To be submitted to the Recruiter/Online of the BGV link)                                                                                                              |
|-------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1     | <b>Highest Qualification</b> - Degree Certificate, All Years Mark sheets. Provisional Degree Certificate required for courses completed in the last 6 months from the current date |
| 2     | <b>Permanent/Current Address Proof</b> – Passport, Ration Card, Voter ID, Driving License, , Rental agreement or Lease agreement etc.                                              |
| 3     | <b>Previous Employer</b> – Relieving and Experience Letter, latest salary slips & offer letter with Employee ID Number                                                             |
| 4     | A duly filled and signed copy of the BGV(Joining Form) Form and LOA (letter of authorization)                                                                                      |
| 5     | <b>Identity Verification</b> - Copy of valid passport and PAN card required                                                                                                        |

#### Additional documents (To be submitted on request – Only if required)

- Highest Qualification- Admit card, college and university official's (Registrar and Director) detail
- Previous Employer – Direct HR Contact, PF account details, bank statement showing salary transfer and Form 16, If company is active, employer's active address.

#### Things to Remember

- The information provided in Resume and background verification form must be same.
- Information provided in background verification form must be accurate.



**3.** Period of stay mentioned in the background verification form should be correct and in continuation (without any GAP).

**4.** Any Gap in Employment or Education must be informed explicitly to the recruiter.

Additional document can be requested to clear background verification therefore to avoid delay it is advisable to submit these documents along with the mandatory documents.

### List of Documents required for joining / induction day (Hard Copies)

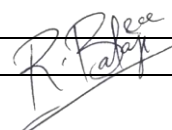
| S. No | Document Name                                                                | Number of Photocopies |
|-------|------------------------------------------------------------------------------|-----------------------|
| 1     | Latest Offer/Appointment Letter with Cost to Company (CTC and ALL ANNEXURES) | 1                     |
| 2     | Extension Letter (if the Date of Joining in the offer letter is past dated)  | 1                     |
| 3     | Passport –Front copy only - for Name & DOB proof.                            | 1                     |
| 4     | 10 <sup>th</sup> Mark sheet, only if passport is not available.              | 1                     |
| 5     | PAN CARD as ID Proof (Only if passport is not available)                     | 1                     |
| 6     | Passport Size Photographs (Only with white background)                       | 3                     |

- Please ensure all documents are **Self-attested** (Photocopies).
- Please ensure that the photocopies are clearly visible as dark and hazy photocopies are not accepted.
- Please avoid clicking pictures of documents and taking printouts.
- Please do not send soft copies through Emails.
- Please bring a copy of your Aadhar card on the Induction day, so that HCL onboarding team can ensure the right information is passed on for EPF (Employee Provident Fund) / EPS (Employee Pension Scheme) / UAN (Universal Account Number) account creation/porting etc.
- HCL will only validate the accuracy of the Aadhar Card details for EPF/EPS/UAN and shall not store or use Aadhar card information for any other purposes.
- Please keep your PF account number (immediate previous employment), UAN information handy as these details are required on the induction day.
- Induction Timings are **0900 to 1830** IST.
- Please ensure your BGV Status is Green, before the Date of Joining, check with your Recruiter on the progress/Status.
- All storage Media Devices e.g. laptop, Pen Drives etc. are not allowed inside the campus.

You are required to report to HCL Onboarding Team for completing joining formalities on the day of joining by 9:00 a.m. at your respective location of joining as following:

### Location of HCL Onboarding Team for joining formalities:

| S. No | Location | Address |
|-------|----------|---------|
|-------|----------|---------|







|    |            |                                                                                                                                                                                                                                                                                                                                                         |
|----|------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1  | NOIDA      | <b>Mondays and Thursdays:</b> Triveni Induction Room, First Floor, KNMA Tower, Gate number 1, HCL Technology Hub, Plot No 3A, Sector 126, Noida - 201313. UP (India)<br><b>Tuesdays, Wednesdays and Fridays:</b> Akashi Induction Room, Ground Floor, Tower – 1, Gate number -1, HCL Technology Hub, Plot No 3A, Sector 126, Noida - 201313. UP (India) |
| 2  | CHENNAI    | HCL Technologies Ltd,Sez Unit-2 (Sdb2 Buid), Eclot-Special Economic Zone, 602/3, Shollinganallur Village, Shollinganallur-Medavakkam High Road, Chennai-600119                                                                                                                                                                                          |
| 3  | BANGLORE   | HCL Technologies Ltd, SAL (602), 6th Floor, Tower 4, Special Economic Zone (SEZ), 129, Jigani Industrial Area, Bommasandra-Jigani Link Road, Bangalore – 562 106                                                                                                                                                                                        |
| 4  | KOLKATA    | HCL Technologies Ltd,Level-4, Building -A3 Unitech Infospace, Dh Street, Rajarhat, Kolkata-700091                                                                                                                                                                                                                                                       |
| 5  | HYDERABAD  | HCL Technologies Ltd,Special Economic Zone, Phoenix Infocity Pvt Ltd, H-01, Level -2 , Hitec City 2-Survey No. 30,34,35 & 38, Madhapur, Hyderabad-500081                                                                                                                                                                                                |
| 6  | PUNE       | HCL Technologies Ltd,Blue Bell, Tower-7, Level- Upper Ground Floor , Wing (A&B), Magarpatta, Sez, Pune-411013                                                                                                                                                                                                                                           |
| 7  | MUMBAI     | HCL Comnet Ltd,Arena Tower, Ground Floor, Road No 12, Midc, Andheri East, Opp Goldfinch Hotel, Mumbai-400093                                                                                                                                                                                                                                            |
| 8  | LUCKNOW    | HCL Technologies Ltd,HCL IT City, SDC-01, 2nd Floor – Induction Room, Chack Gajaria Farms, Sultanpur Road, Lucknow, Uttar Pradesh-226002                                                                                                                                                                                                                |
| 9  | MADURAI    | HCL Technologies Ltd, Sez Unit-1, Tower-1, Elcot, Special Economic Zone, Survey No. 1/2, 1/3, 1/19, 1/20, 4/1, 2/1, 2/2, 4/2, & 5, Plot No. 5&7,Ilandhaikulam Village-Madurai-Tamil Nadu-625020                                                                                                                                                         |
| 10 | Nagpur     | HCL Technologies Ltd, Plot No.5, Sector 12, Mihan SEZ, Nagpur                                                                                                                                                                                                                                                                                           |
| 11 | Coimbatore | State Street Hcl Services   Human Resources   Module - 201, 202, 203, 204 And 206 – 2Nd Floor, Tidelpark Coimbatore Limited, Coimbatore - 641014,Extn : 04226657526                                                                                                                                                                                     |
| 12 | Vijayawada | State Street HCL Services Private LimitedMedha IT Towers,Third Floor,Kesarapalli,Gannavaram,Krishna District 521102                                                                                                                                                                                                                                     |

## ANNEXURE IV

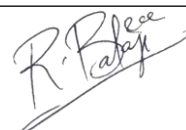
**EXPLANATION OF COMPENSATION STRUCTURE AND EMPLOYEE BENEFITS**

To facilitate an easy understanding of your compensation structure (Cost to Company, CTC), the various components have been categorized under the following broad heads:

-  Basic Salary
-  Monthly Allowances
-  Variable Pay
-  Retirals & Insurances Benefit

**Disclaimer:**

***Your individual compensation structure may not necessarily have all the components as applicable to the respective Band.***



The details for each component falling under these heads are explained as following:

### **BASIC SALARY**

The Basic Salary is standard across organization and brought to a certain value of the CTC. Basic salary has an impact on various other components such as the PF contribution, medical insurance cover, Gratuity, HRA etc. and hence has to be balanced so as not to substantially reduce the employee's take home salary.

### **MONTHLY ALLOWANCES**

- **House Rent Allowance (HRA):** The HRA is payable maximum Up to 100% of the Basic Salary and paid monthly. This includes the Company Leased Accommodation value. For those who are not staying in a rented accommodation, can declare the same in the system post joining and this amount would be paid as taxable component.
- **Food Wallet:** Food Wallet is a voluntary benefit and is applicable for payments related to food and non- alcoholic beverages only. Once enrolled, the benefit should be availed within HCL Cafeterias or food joints outside HCL campus which serves only food and non-alcoholic beverages. This Food Wallet cannot be used in any other outlet other than designated food outlet.
- **Holiday Allowance:** Holiday Allowance is payable maximum up to INR 50,000 spread over 12 months.
- **Advance Statutory Bonus:** Applicable where monthly gross does not exceed INR 21,000 (excluding variable component) as per the Payment of Bonus Act.
- **Compensatory Allowance:** Compensatory Allowance is a buffer component that adjusts the amount of CTC against all other fixed components.
- **VARIABLE PAY**

The scope of "Variable Pay" in your compensation structure will be governed based on your "employee group" in HCL.

### **Performance Bonus (PB):**

Performance Bonus (PB) is payable in accordance with the Company's Bonus Policy (sales / delivery / functional support) as applicable at that time. The quantum of pay-out will be subject to the current year's Bonus Policy and will be calculated based on your individual contributions against your Key Performance Parameters (KPP) as well as the company's performance.

PB is payable at the end of the performance review cycle. To be eligible for the bonus pay-out, you need to be active on the rolls of the company at the time of reward distribution as per Performance review and Reward cycle.

**Engagement Performance Bonus (EPB):** Engagement Performance Bonus is a variable component payable on a monthly basis. This component allows employees to participate and take control of delivery excellence in their respective engagements. Payout of EPB will be based on EPB guidelines as applicable to the respective engagement.

### **RETIRALS & INSURANCES BENEFIT**



Signature of Employee:



You and your dependents will be covered under Social Security as per the law and Insurance Benefits policy offered by the company. The amount mentioned under 'Insurance and Medical Benefits' in your compensation structure is applicable towards various insurances (Medical Insurance, Term Life Insurance, Personal Accident Insurance).

**Medical Insurance:** Some of the salient features of the Group Health Medical Insurance policy are as follows

- The policy covers Hospitalization expenses and Maternity expenses.
  - By default, the employees (who are not covered under the ESI Act, 1948] will be mandatorily covered under the benefit. The benefit will also be available to cover Spouse, dependent children, dependent parents/in-laws, dependent brothers who are unemployed but below the age of 25 and sisters (unmarried & unemployed), additionally, by declaring them as dependants and on confirming that they are NOT covered under any other employer-sponsored medical scheme (e.g., Central Government Health Scheme) and that they are wholly or substantially dependent on you for their medical needs.
  - The premium payable depends on the dependants declared.
  - The hospitalization coverage limit will be same as defined in compensation structure.
  - Company reserves the right to amend the benefit plan and shall keep all employees informed/updated.
  - You may refer 'Medical Insurance policy' for further details.
- **Coverage under ESI:** The employee will be covered under Employee State Insurance Scheme in accordance with the applicable norms and amendments made during time to time or any further amendment which may come into force during the employment tenure under **Employees' State Insurance Act, 1948**.

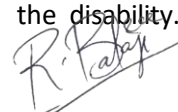
Employees covered under ESI would not be covered by default under HCL's medical insurance benefit. Option to enroll under medical insurance is available as well; however, in such a case, the additional cost of annual medical premium has to be borne by the employee as per terms and conditions elucidated under Medical Insurance policy.

\*The employee & employer contribution will be payable as per current prescribed rates under ESI Rules.

- **Employer's contribution to Provident Fund:** As per statutory requirements, an employee has to contribute 12% of the basic salary towards Provident Fund (PF). HCL contributes matching amount to PF. Out of employer's contribution, 8.33% of monthly basic or INR. 1,250/- whichever is lower is remitted to PF authorities towards Employees' Pension Scheme (EPS). All employees are thereby eligible to draw pension after superannuation, except those who had opted out of EPS as per Form-11 declaration.

\*The percentage and amount is in compliance with the current PF Act.

- **Gratuity:** As per statutory requirements, it is employer's statutory liability to pay 15 days Basic salary (15/26 of a monthly Basic) for every completed year of service to each of his employees on their exit, for any reason after five years of continuous service, subject to maximum limit of INR 20.00 lakhs.
- **Term Life Insurance (including EDLI):** At HCL, you will be covered under the Term-life Insurance which provides safety net to family in case of death of the employee due to any reasons. The applicable amount is mentioned in your offer letter.
- **Disability Insurance:** You are also covered against any permanent or partial disability that may arise due to an accident. The amount payable by Insurer for a disability shall depend on nature of the disability. The amount



Signature of Employee:



## HCL TECHNOLOGIES LTD.

Corporate Identification Number: L74140DL1991PLC046369

B-39, Sector 1, NOIDA 201 301, UP, India.

T: +91 120 4024700, 3337000 F: +91 120 2425833

Registered Office: 806 Siddharth, 96, Nehru Place, New Delhi-110019, India.

www.hcltech.com

www.hcl.com

mentioned in your offer letter is the maximum amount paid by Insurer as per the nature of a disability. You may refer 'Personal Accident Insurance' policy for further details.

We look forward to you being an integral part of this arduous yet fulfilling journey towards excellence and growth and hope our relationship will go a long way!

### **Disclaimer**

*You will be liable to pay all applicable taxes on your income as per the local laws. You will also be responsible for filing your personal Income Tax returns. You acknowledge that the Company is not in any way influencing, guiding, suggesting on aspects of taxation or tax saving measures in any form and that the same is individual's decision / personal choice. Please note that all components mentioned above may or may not be a part of your compensation structure. HCL reserves the right to alter, append or withdraw the benefits extended either in part or in full based on management's discretion.*



Signature of Employee:

**HCL**



**HCL TECHNOLOGIES LTD.**

Corporate Identity Number: L74140DL1991PLC046369

Technology Hub, Special Economic Zone

Plot No : 3A, Sector 126, NOIDA 201 304, UP, India.

T +91 120 6125000 F +91 120 4683030

Registered Office: 806 Siddharth, 96, Nehru Place, New Delhi-110019, India.

www.hcltech.com

www.hcl.com

**OFFER & APPOINTMENT LETTER****Offer Release Date: July 12, 2022**

**Dear Daggupti Anudee,**  
**#22, KK niwas, 2nd cross**  
**manorayana palaya, M. S Nagar Post, Bangalore,**  
**Karnataka, India, 560046**

Dear **Daggupti Anudee,**

Congratulations! With reference to the interviews conducted by HCL Technologies Ltd (**herein referred as “HCL” or “Company”**), we are pleased to inform you that you have been selected for employment in our organization as Software Engineer in band E1.

In the coming year, keep aspiring for change and be known for your thoughts and your work; be the catalyst that this fast changing world needs; keep sharpening your skills and investing in yourself; and last but not the least – keep your work and life in perfect balance, because that is the prerequisite for success.

You are requested to join us on **August 4, 2021** at 9:00 A.M at the following address **ChennaiSEZ-SDB1-All ex 4F:1B,1D,2A,2B,2C**. Your joining would be subject to successful completion and compliance with the pre joining requirements as applicable.

We at HCL believe in our colleagues showing flexibility and willingness to be deployed and rotated across the various locations, geographies and subsidiaries including our Infrastructure , BPO division etc. In line with the same approach, we look forward to your being flexible towards your placement in the Company. Your growth in this organization will be in line with your capabilities.

Your Terms and Conditions of employment are detailed in this offer and appointment letter and appended annexure(s)

Your Total Compensation will be **INR 4,25,000** per annum, outlined in [Annexure I](#).

You will be required to sign a service agreement of **24 months** with a surety amount of **INR 1.25 Lakhs**. This amount shall be payable to the Company only on the event of your separation from the company before **24 months** from the date of Joining.

You will be on probation for a period of 12 months from the date of your joining. The general terms and conditions governing your employment are outlined in [Annexure II](#).

On the date of joining, you would be required to submit the documents listed in [Annexure III](#). Please note that the submission of all listed documents is essential for the validity of your appointment in the Company.

[Annexure IV](#) provides details on the various compensation components and selected benefits that we offer you as a part of the HCL family.

**HCL Confidential****HCL**

**HCL TECHNOLOGIES LTD.**

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At the time of joining, you are required to have completed your degree without any standing arrear/backlogs.

Please share your acceptance to offer as a confirmation within 3 days of receiving this letter and sign the duplicate copy of this Offer & Appointment Letter and Annexure(s) and submit the same on the day of joining failing which this offer & appointment letter extended to you by HCL Technologies Ltd shall stand withdrawn without any liability.

Please note that in case you are unable to report for joining on the respective date, this offer & appointment letter extended to you by HCL Technologies Ltd. will stand withdrawn without any liability.

Looking ahead, we see exciting times – we look up to you to provide impetus in accomplishing our mutual endeavor of being the best in the business of IT Services. Welcome to our Organization! We look forward to a mutually fruitful association.

Yours truly,

**For HCL Technologies Ltd.**



Amrita Das

Vice President, Head-Global Rewards



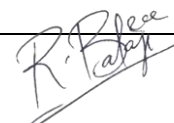
Signature of Employee:





**Annexure 1****COMPENSATION PLAN**

|                                                        |                              |
|--------------------------------------------------------|------------------------------|
| <b>Name</b>                                            | <b>Ashish Kumar Singh</b>    |
| <b>Band</b>                                            | <b>E1</b>                    |
| <b>Designation</b>                                     | <b>Software Engineer</b>     |
| <b>City</b>                                            | <b>Chennai</b>               |
| <b>Monthly Components (in INR)</b>                     |                              |
| Basic Salary                                           | 15,069                       |
| House Rent Allowance                                   | 7,523                        |
| Advance Statutory Bonus                                | -                            |
| Food Wallet                                            | -                            |
| Holiday Allowance                                      | -                            |
| Flexi Basket*                                          | -                            |
| Compensatory Allowance                                 | 0                            |
| <b>TOTAL: Monthly</b>                                  | <b>22,592</b>                |
| <b>TOTAL: Monthly Components : Annualized</b>          | <b>271,107</b>               |
| <b>Retirals &amp; Other Benefits (in INR)</b>          |                              |
| Provident Fund                                         | 21,699                       |
| Medical Insurance Premium/ESIC                         | 10,000                       |
| Gratuity                                               | 8,694                        |
| <b>TOTAL : Retirals</b>                                | <b>40,393</b>                |
| <b>Variable Components (in INR)</b>                    |                              |
| Performance Bonus (in Rs.)                             | 21,000                       |
| Engagement PB (paid monthly) @ 100% achievement levels | 17,500                       |
| <b>TOTAL: Variable Components</b>                      | <b>38,500</b>                |
| <b>COST TO COMPANY</b>                                 | <b>4,25,000</b>              |
| <b>Flexi Basket Details</b>                            | <b>Max Sub limits (p.a.)</b> |
| Fuel Reimbursement and Car Maintenance Charges         | -                            |
| Leave Travel Assistance / Allowance                    | -                            |
| Car Lease Rental                                       | -                            |



Signature of Employee:

HCL

| <b>TOTAL : Annual Flexi Basket</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | -                            |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|
| <i>Employee has an option of availing all, some or none of the Flexi Basket across various components as per annual limits and entitlements mentioned in the CTC sheet. Based on the individual declaration and actual reimbursements, any unclaimed amount will be paid as taxable to the individual</i>                                                                                                                                                                                                                              |                              |
| <b>Insurance &amp; Medical Benefits (in INR)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | <b>Max Sub limits (p.a.)</b> |
| Hospitalization cost reimbursement limit                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | 360,000                      |
| Term life Insurance Cover                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | 2,000,000                    |
| Disability cover due to accident (upto)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 1,800,000                    |
| <b>NOTE:</b> <ol style="list-style-type: none"> <li>1. Flexi Basket is only applicable in E2+ employees</li> <li>2. All salary components are governed by the company policies and statutory guidelines.</li> <li>3. This salary sheet is strictly confidential and must not be discussed with anyone other than your HCLT Reporting Manager and/or your HR Manager.</li> <li>4. Any personal tax liability arising out of compensation will be borne solely by the employee.</li> <li>5. Gratuity to be payable as per act</li> </ol> |                              |

**ANNEXURE II****Welcome aboard...**

It is often said that an organization can grow only if it empowers its employees to grow! At HCL, we consciously realize this fact and have developed a five-fold path for individual enlightenment that not only covers basic monetary benefits for HCLites, but also takes care of their professional growth by providing empowerment, knowledge, recognition, transformation and support.

Following are the terms and conditions that refer to our offer of employment to you, this is to be read in conjunction with the offer letter as attached.

**GENERAL TERMS AND CONDITIONS OF EMPLOYMENT****1. Location**

As you are aware that HCL is coming up with IT/ITES SEZ Operating Units in some cities; till the time SEZ campus becomes operational, you may be assigned to another facility in the city of posting - Chennai.

**2. Medical Check up**

Your employment is subject to you being declared medically fit by the company doctor.

**3. HCLT Training Program:**

Training (classroom/on the job) sessions will be conducted after your joining.



The training period may be either extended or may be deemed completed earlier, at the discretion of the Management. You shall continue to be under probation, unless specifically confirmed in writing.

#### **4. Increments and promotions**

Your growth in terms of role, compensation etc. in the company will solely be based on your performance. Unless notified in writing, you will be deemed as "confirmed" on completion of your probation period i.e. 12 months from date of joining. Subsequently, your annual performance appraisal and compensation review will be aligned and effected from the first day of the subsequent quarter thereafter.

#### **5. Notice Period/ Separation**

Your employment with the Company can also be terminated either by the Company or by you by giving the other party **90 days'** advance notice. If the Company terminates the employment and decides to relieve you before the completion of the notice period, the "Basic" component of the salary for the balance notice period would be paid to you. If at your request, the Company agrees to relieve you before serving the full notice period, you will be liable to pay the Company the "Basic" component of the salary for the balance notice period. However, please note that accepting any such early relieving request would be entirely at the discretion of the Company. Further, the aforesaid requirement of 90 days' notice may be extended, if mutually agreed by you and the Company.

On termination of your employment for any reason, you shall comply with the Company's termination procedures, sign all documents and return all Company property. The Company will not be bound to pay the dues, if any, till you have completed all the separation procedures.

#### **6. Agreements**

You may be required to sign necessary agreements with the Company or any other client as required and complete various formalities as per the agreements at the time of joining and during the tenure with the company.

You may also be required to sign other Agreements with the Company, as the Company may decide from time to time, in order to secure the interests of the Company as also to ensure your performance and adherence to all terms, conditions, rules and regulations of the Company.

#### **7. Background and Reference Check**

- The company will undertake the background verification / validation process of employees in terms of education, previous employment(s), criminal verification, database and web searches, address verification, claims made against achievements in the resumes/CVs of the employees etc. with the help of a third party as and when required. You would be required to submit photocopies of documents detailed in Annexure III to facilitate the joining and background verification process.
- The company may also undertake reference check through at least two professional references submitted during the process of selection. • In case the Prospective Employees fails to submit any document required for conducting background verification, they will not be considered for hiring. If the Prospective Employees fails the background verification, appropriate actions including withdrawal of offer of employment will be taken basis the recommendations given by the background verification team & in line with HCL policies.

#### **8. Working Hours**



You will be governed by the normal working hours as existing in the company. You may be required to work in shifts and/or in extended working hours, as permitted by law, if required as per business needs. The same are subject to change from time to time.

## **9. Mobility**

The Company may require you to perform duties and undertake assignments for the Company in any part of India or abroad, whether at the Company's premises or that of its customers/clients. You are also liable to be transferred to any office or branch of the Company anywhere in India or abroad. During deputation to any customer/client's premises you shall abide by the terms and conditions pertaining to such premises.

## **10. Deputation/ Transfer**

Company may also depute you to work with any of the Group Companies or transfer your services to any Group Company. On such transfer of your employment, the present terms and conditions will cease and the employment will be governed by the terms of employment of the Company you are transferred to. You shall however be entitled to continuity of service.

## **11. Retirement**

You will retire from service on attaining superannuation at the age of 55 years.

## **12. Other benefits**

You shall be eligible for other benefits related to leaves, perquisites etc. in accordance with the prevailing terms of employment in the Company. Notwithstanding the above, the Company reserves the right to change the above-mentioned benefits as and when it deems necessary and you will be notified accordingly.

## **13. Correctness of the Details Furnished**

You have been appointed on the presumption that the particulars furnished in your application and resume are correct. In the event the said particulars are found to be incorrect or that you have concluded or withheld some other relevant facts, your appointment with the Company shall stand terminated/cancelled without any notice.

## **14. Data Protection:**

- a. The Employee consents to the holding & processing of personal data provided to the Employer for all purposes of the administration and management of his/her employment and/or the Company's business.
- b. The Employee hereby agrees to his/her personal data being collected & the same being transferred, stored and processed by the Company in India and any other countries where the Company, its Group Company and Company Clients have offices, in accordance with the applicable laws.
- c. The Employee also agrees that the Company may make such data available to its advisors, other agencies, such as pension providers, medical, insurance providers, payroll administrators, background verification agencies and various regulatory authorities.
- d. During employment, the employee will have the right to amend/modify/alter his/her personal information. The employer will exercise all reasonable diligence for safeguarding personal information, as have been disclosed by the employee. It is clarified that the said obligation will not be applicable in case of legally compelled disclosures.



- e. The Employee further acknowledges and agrees that the Employer may, in the course of business, be required to disclose personal data relating to him/her, after the end of his/her employment to any group/statutory bodies/authorities as required under applicable law/requirements. However, any personal data, which is no longer required, will be deleted without undue delay.

## 15. Other Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of HCL as applicable to you and the changes therein from time to time.

Further, during the period of your employment with HCL, you will be required to inter alia comply with the Company's Code of Business Ethics & Conduct, Anti Bribery & Anti-Corruption, Business Gift and Entertainment Policy and failure to do so shall entitle HCL to take appropriate disciplinary action which may lead & include up to termination of your employment with HCL.

You agree not to undertake employment whether full time or part time, as the Director/ Partner/member/employee of any other organization or entity engaged in any form of business activity without the consent of HCL . The consent may be given subject to any terms and conditions that the company may think fit and may be withdrawn at the discretion of the company.

### Annexure III

#### LIST OF DOCUMENTS/INFORMATION TO BE SUBMITTED ONLINE TO FACILITATE PRE-EMPLOYMENT BGV (BACKGROUND VERIFICATION / VALIDATION) AND APPOINTMENT PROCESS IN HCL

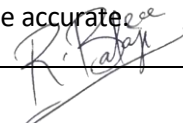
| S.No. | Particulars (To be submitted to the Recruiter/Online of the BGV link)                                                                                                              |
|-------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1     | <b>Highest Qualification</b> - Degree Certificate, All Years Mark sheets. Provisional Degree Certificate required for courses completed in the last 6 months from the current date |
| 2     | <b>Permanent/Current Address Proof</b> – Passport, Ration Card, Voter ID, Driving License, , Rental agreement or Lease agreement etc.                                              |
| 3     | <b>Previous Employer</b> – Relieving and Experience Letter, latest salary slips & offer letter with Employee ID Number                                                             |
| 4     | A duly filled and signed copy of the BGV(Joining Form) Form and LOA (letter of authorization)                                                                                      |
| 5     | <b>Identity Verification</b> - Copy of valid passport and PAN card required                                                                                                        |

#### Additional documents (To be submitted on request – Only if required)

- Highest Qualification- Admit card, college and university official's (Registrar and Director) detail
- Previous Employer – Direct HR Contact, PF account details, bank statement showing salary transfer and Form 16, If company is active, employer's active address.

#### Things to Remember

- The information provided in Resume and background verification form must be same.
- Information provided in background verification form must be accurate.



**3.** Period of stay mentioned in the background verification form should be correct and in continuation (without any GAP).

**4.** Any Gap in Employment or Education must be informed explicitly to the recruiter.

Additional document can be requested to clear background verification therefore to avoid delay it is advisable to submit these documents along with the mandatory documents.

#### List of Documents required for joining / induction day (Hard Copies)

| S. No | Document Name                                                                | Number of Photocopies |
|-------|------------------------------------------------------------------------------|-----------------------|
| 1     | Latest Offer/Appointment Letter with Cost to Company (CTC and ALL ANNEXURES) | 1                     |
| 2     | Extension Letter (if the Date of Joining in the offer letter is past dated)  | 1                     |
| 3     | Passport –Front copy only - for Name & DOB proof.                            | 1                     |
| 4     | 10 <sup>th</sup> Mark sheet, only if passport is not available.              | 1                     |
| 5     | PAN CARD as ID Proof (Only if passport is not available)                     | 1                     |
| 6     | Passport Size Photographs (Only with white background)                       | 3                     |

- Please ensure all documents are **Self-attested** (Photocopies).
- Please ensure that the photocopies are clearly visible as dark and hazy photocopies are not accepted.
- Please avoid clicking pictures of documents and taking printouts.
- Please do not send soft copies through Emails.
- Please bring a copy of your Aadhar card on the Induction day, so that HCL onboarding team can ensure the right information is passed on for EPF (Employee Provident Fund) / EPS (Employee Pension Scheme) / UAN (Universal Account Number) account creation/porting etc.
- HCL will only validate the accuracy of the Aadhar Card details for EPF/EPS/UAN and shall not store or use Aadhar card information for any other purposes.
- Please keep your PF account number (immediate previous employment), UAN information handy as these details are required on the induction day.
- Induction Timings are **0900 to 1830** IST.
- Please ensure your BGV Status is Green, before the Date of Joining, check with your Recruiter on the progress/Status.
- All storage Media Devices e.g. laptop, Pen Drives etc. are not allowed inside the campus.

You are required to report to HCL Onboarding Team for completing joining formalities on the day of joining by 9:00 a.m. at your respective location of joining as following:

#### Location of HCL Onboarding Team for joining formalities:

| S. No | Location | Address |
|-------|----------|---------|
|-------|----------|---------|









|    |            |                                                                                                                                                                                                                                                                                                                                                         |
|----|------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1  | NOIDA      | <b>Mondays and Thursdays:</b> Triveni Induction Room, First Floor, KNMA Tower, Gate number 1, HCL Technology Hub, Plot No 3A, Sector 126, Noida - 201313. UP (India)<br><b>Tuesdays, Wednesdays and Fridays:</b> Akashi Induction Room, Ground Floor, Tower – 1, Gate number -1, HCL Technology Hub, Plot No 3A, Sector 126, Noida - 201313. UP (India) |
| 2  | CHENNAI    | HCL Technologies Ltd,Sez Unit-2 (Sdb2 Buid), Eclot-Special Economic Zone, 602/3, Shollinganallur Village, Shollinganallur-Medavakkam High Road, Chennai-600119                                                                                                                                                                                          |
| 3  | BANGLORE   | HCL Technologies Ltd, SAL (602), 6th Floor, Tower 4, Special Economic Zone (SEZ), 129, Jigani Industrial Area, Bommasandra-Jigani Link Road, Bangalore – 562 106                                                                                                                                                                                        |
| 4  | KOLKATA    | HCL Technologies Ltd,Level-4, Building -A3 Unitech Infospace, Dh Street, Rajarhat, Kolkata-700091                                                                                                                                                                                                                                                       |
| 5  | HYDERABAD  | HCL Technologies Ltd,Special Economic Zone, Phoenix Infocity Pvt Ltd, H-01, Level -2 , Hitec City 2-Survey No. 30,34,35 & 38, Madhapur, Hyderabad-500081                                                                                                                                                                                                |
| 6  | PUNE       | HCL Technologies Ltd,Blue Bell, Tower-7, Level- Upper Ground Floor , Wing (A&B), Magarpatta, Sez, Pune-411013                                                                                                                                                                                                                                           |
| 7  | MUMBAI     | HCL Comnet Ltd,Arena Tower, Ground Floor, Road No 12, Midc, Andheri East, Opp Goldfinch Hotel, Mumbai-400093                                                                                                                                                                                                                                            |
| 8  | LUCKNOW    | HCL Technologies Ltd,HCL IT City, SDC-01, 2nd Floor – Induction Room, Chack Gajaria Farms, Sultanpur Road, Lucknow, Uttar Pradesh-226002                                                                                                                                                                                                                |
| 9  | MADURAI    | HCL Technologies Ltd, Sez Unit-1, Tower-1, Elcot, Special Economic Zone, Survey No. 1/2, 1/3, 1/19, 1/20, 4/1, 2/1, 2/2, 4/2, & 5, Plot No. 5&7,Ilandhaikulam Village-Madurai-Tamil Nadu-625020                                                                                                                                                         |
| 10 | Nagpur     | HCL Technologies Ltd, Plot No.5, Sector 12, Mihan SEZ, Nagpur                                                                                                                                                                                                                                                                                           |
| 11 | Coimbatore | State Street Hcl Services   Human Resources   Module - 201, 202, 203, 204 And 206 – 2Nd Floor, Tidelpark Coimbatore Limited, Coimbatore - 641014,Extn : 04226657526                                                                                                                                                                                     |
| 12 | Vijayawada | State Street HCL Services Private LimitedMedha IT Towers,Third Floor,Kesarapalli,Gannavaram,Krishna District 521102                                                                                                                                                                                                                                     |

## ANNEXURE IV

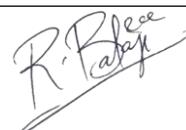
**EXPLANATION OF COMPENSATION STRUCTURE AND EMPLOYEE BENEFITS**

To facilitate an easy understanding of your compensation structure (Cost to Company, CTC), the various components have been categorized under the following broad heads:

-  Basic Salary
-  Monthly Allowances
-  Variable Pay
-  Retirals & Insurances Benefit

**Disclaimer:**

***Your individual compensation structure may not necessarily have all the components as applicable to the respective Band.***



The details for each component falling under these heads are explained as following:

### **BASIC SALARY**

The Basic Salary is standard across organization and brought to a certain value of the CTC. Basic salary has an impact on various other components such as the PF contribution, medical insurance cover, Gratuity, HRA etc. and hence has to be balanced so as not to substantially reduce the employee's take home salary.

### **MONTHLY ALLOWANCES**

- **House Rent Allowance (HRA):** The HRA is payable maximum Up to 100% of the Basic Salary and paid monthly. This includes the Company Leased Accommodation value. For those who are not staying in a rented accommodation, can declare the same in the system post joining and this amount would be paid as taxable component.
- **Food Wallet:** Food Wallet is a voluntary benefit and is applicable for payments related to food and non- alcoholic beverages only. Once enrolled, the benefit should be availed within HCL Cafeterias or food joints outside HCL campus which serves only food and non-alcoholic beverages. This Food Wallet cannot be used in any other outlet other than designated food outlet.
- **Holiday Allowance:** Holiday Allowance is payable maximum up to INR 50,000 spread over 12 months.
- **Advance Statutory Bonus:** Applicable where monthly gross does not exceed INR 21,000 (excluding variable component) as per the Payment of Bonus Act.
- **Compensatory Allowance:** Compensatory Allowance is a buffer component that adjusts the amount of CTC against all other fixed components.
- **VARIABLE PAY**

The scope of "Variable Pay" in your compensation structure will be governed based on your "employee group" in HCL.

### **Performance Bonus (PB):**

Performance Bonus (PB) is payable in accordance with the Company's Bonus Policy (sales / delivery / functional support) as applicable at that time. The quantum of pay-out will be subject to the current year's Bonus Policy and will be calculated based on your individual contributions against your Key Performance Parameters (KPP) as well as the company's performance.

PB is payable at the end of the performance review cycle. To be eligible for the bonus pay-out, you need to be active on the rolls of the company at the time of reward distribution as per Performance review and Reward cycle.

**Engagement Performance Bonus (EPB):** Engagement Performance Bonus is a variable component payable on a monthly basis. This component allows employees to participate and take control of delivery excellence in their respective engagements. Payout of EPB will be based on EPB guidelines as applicable to the respective engagement.

### **RETIRALS & INSURANCES BENEFIT**



Signature of Employee:





You and your dependents will be covered under Social Security as per the law and Insurance Benefits policy offered by the company. The amount mentioned under 'Insurance and Medical Benefits' in your compensation structure is applicable towards various insurances (Medical Insurance, Term Life Insurance, Personal Accident Insurance).

**Medical Insurance:** Some of the salient features of the Group Health Medical Insurance policy are as follows

- The policy covers Hospitalization expenses and Maternity expenses.
  - By default, the employees (who are not covered under the ESI Act, 1948] will be mandatorily covered under the benefit. The benefit will also be available to cover Spouse, dependent children, dependent parents/in-laws, dependent brothers who are unemployed but below the age of 25 and sisters (unmarried & unemployed), additionally, by declaring them as dependants and on confirming that they are NOT covered under any other employer-sponsored medical scheme (e.g., Central Government Health Scheme) and that they are wholly or substantially dependent on you for their medical needs.
  - The premium payable depends on the dependants declared.
  - The hospitalization coverage limit will be same as defined in compensation structure.
  - Company reserves the right to amend the benefit plan and shall keep all employees informed/updated.
  - You may refer 'Medical Insurance policy' for further details.
- **Coverage under ESI:** The employee will be covered under Employee State Insurance Scheme in accordance with the applicable norms and amendments made during time to time or any further amendment which may come into force during the employment tenure under **Employees' State Insurance Act, 1948**.

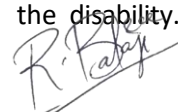
Employees covered under ESI would not be covered by default under HCL's medical insurance benefit. Option to enroll under medical insurance is available as well; however, in such a case, the additional cost of annual medical premium has to be borne by the employee as per terms and conditions elucidated under Medical Insurance policy.

\*The employee & employer contribution will be payable as per current prescribed rates under ESI Rules.

- **Employer's contribution to Provident Fund:** As per statutory requirements, an employee has to contribute 12% of the basic salary towards Provident Fund (PF). HCL contributes matching amount to PF. Out of employer's contribution, 8.33% of monthly basic or INR. 1,250/- whichever is lower is remitted to PF authorities towards Employees' Pension Scheme (EPS). All employees are thereby eligible to draw pension after superannuation, except those who had opted out of EPS as per Form-11 declaration.

\*The percentage and amount is in compliance with the current PF Act.

- **Gratuity:** As per statutory requirements, it is employer's statutory liability to pay 15 days Basic salary (15/26 of a monthly Basic) for every completed year of service to each of his employees on their exit, for any reason after five years of continuous service, subject to maximum limit of INR 20.00 lakhs.
- **Term Life Insurance (including EDLI):** At HCL, you will be covered under the Term-life Insurance which provides safety net to family in case of death of the employee due to any reasons. The applicable amount is mentioned in your offer letter.
- **Disability Insurance:** You are also covered against any permanent or partial disability that may arise due to an accident. The amount payable by Insurer for a disability shall depend on nature of the disability. The amount



Signature of Employee:



**HCL TECHNOLOGIES LTD.**

Corporate Identification Number: L74140DL1991PLC046369

B-39, Sector 1, NOIDA 201 301, UP, India.

T: +91 120 4024700, 3337000 F: +91 120 2425833

Registered Office: 806 Siddharth, 96, Nehru Place, New Delhi-110019, India.

www.hcltech.com

www.hcl.com

mentioned in your offer letter is the maximum amount paid by Insurer as per the nature of a disability. You may refer 'Personal Accident Insurance' policy for further details.

We look forward to you being an integral part of this arduous yet fulfilling journey towards excellence and growth and hope our relationship will go a long way!

**Disclaimer**

*You will be liable to pay all applicable taxes on your income as per the local laws. You will also be responsible for filing your personal Income Tax returns. You acknowledge that the Company is not in any way influencing, guiding, suggesting on aspects of taxation or tax saving measures in any form and that the same is individual's decision / personal choice. Please note that all components mentioned above may or may not be a part of your compensation structure. HCL reserves the right to alter, append or withdraw the benefits extended either in part or in full based on management's discretion.*



Signature of Employee:

**HCL**

**HCL TECHNOLOGIES LTD.**

Corporate Identity Number: L74140DL1991PLC046369

Technology Hub, Special Economic Zone

Plot No : 3A, Sector 126, NOIDA 201 304, UP, India.

T +91 120 6125000 F +91 120 4683030

Registered Office: 806 Siddharth, 96, Nehru Place, New Delhi-110019, India.

www.hcltech.com

www.hcl.com

**OFFER & APPOINTMENT LETTER****Offer Release Date: July 12, 2022**

**Dear Rashmi B A,**  
**#22, Aishwaraya niwas, 2nd cross**  
**manorayana palaya, M. S Nagar Post, Bangalore,**  
**Karnataka, India, 560032**

**Dear Rashmi B A,**

Congratulations! With reference to the interviews conducted by HCL Technologies Ltd (**herein referred as “HCL” or “Company”**), we are pleased to inform you that you have been selected for employment in our organization as Software Engineer in band E1.

In the coming year, keep aspiring for change and be known for your thoughts and your work; be the catalyst that this fast changing world needs; keep sharpening your skills and investing in yourself; and last but not the least – keep your work and life in perfect balance, because that is the prerequisite for success.

You are requested to join us on **August 4, 2021** at 9:00 A.M at the following address **ChennaiSEZ-SDB1-All ex 4F:1B,1D,2A,2B,2C**. Your joining would be subject to successful completion and compliance with the pre joining requirements as applicable.

We at HCL believe in our colleagues showing flexibility and willingness to be deployed and rotated across the various locations, geographies and subsidiaries including our Infrastructure , BPO division etc. In line with the same approach, we look forward to your being flexible towards your placement in the Company. Your growth in this organization will be in line with your capabilities.

Your Terms and Conditions of employment are detailed in this offer and appointment letter and appended annexure(s)

Your Total Compensation will be **INR 4,25,000** per annum, outlined in [Annexure I](#).

You will be required to sign a service agreement of **24 months** with a surety amount of **INR 1.25 Lakhs**. This amount shall be payable to the Company only on the event of your separation from the company before **24 months** from the date of Joining.

You will be on probation for a period of 12 months from the date of your joining. The general terms and conditions governing your employment are outlined in [Annexure II](#).

On the date of joining, you would be required to submit the documents listed in [Annexure III](#). Please note that the submission of all listed documents is essential for the validity of your appointment in the Company.

[Annexure IV](#) provides details on the various compensation components and selected benefits that we offer you as a part of the HCL family.

**HCL Confidential****HCL**

**HCL TECHNOLOGIES LTD.**

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At the time of joining, you are required to have completed your degree without any standing arrear/backlogs.

Please share your acceptance to offer as a confirmation within 3 days of receiving this letter and sign the duplicate copy of this Offer & Appointment Letter and Annexure(s) and submit the same on the day of joining failing which this offer & appointment letter extended to you by HCL Technologies Ltd shall stand withdrawn without any liability.

Please note that in case you are unable to report for joining on the respective date, this offer & appointment letter extended to you by HCL Technologies Ltd. will stand withdrawn without any liability.

Looking ahead, we see exciting times – we look up to you to provide impetus in accomplishing our mutual endeavor of being the best in the business of IT Services. Welcome to our Organization! We look forward to a mutually fruitful association.

Yours truly,

**For HCL Technologies Ltd.**



Amrita Das

Vice President, Head-Global Rewards

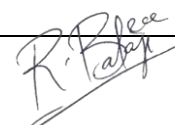


Signature of Employee:



**Annexure 1****COMPENSATION PLAN**

|                                                        |                              |
|--------------------------------------------------------|------------------------------|
| <b>Name</b>                                            | <b>Ashish Kumar Singh</b>    |
| <b>Band</b>                                            | <b>E1</b>                    |
| <b>Designation</b>                                     | <b>Software Engineer</b>     |
| <b>City</b>                                            | <b>Chennai</b>               |
| <b>Monthly Components (in INR)</b>                     |                              |
| Basic Salary                                           | 15,069                       |
| House Rent Allowance                                   | 7,523                        |
| Advance Statutory Bonus                                | -                            |
| Food Wallet                                            | -                            |
| Holiday Allowance                                      | -                            |
| Flexi Basket*                                          | -                            |
| Compensatory Allowance                                 | 0                            |
| <b>TOTAL: Monthly</b>                                  | <b>22,592</b>                |
| <b>TOTAL: Monthly Components : Annualized</b>          | <b>271,107</b>               |
| <b>Retirals &amp; Other Benefits (in INR)</b>          |                              |
| Provident Fund                                         | 21,699                       |
| Medical Insurance Premium/ESIC                         | 10,000                       |
| Gratuity                                               | 8,694                        |
| <b>TOTAL : Retirals</b>                                | <b>40,393</b>                |
| <b>Variable Components (in INR)</b>                    |                              |
| Performance Bonus (in Rs.)                             | 21,000                       |
| Engagement PB (paid monthly) @ 100% achievement levels | 17,500                       |
| <b>TOTAL: Variable Components</b>                      | <b>38,500</b>                |
| <b>COST TO COMPANY</b>                                 | <b>4,25,000</b>              |
| <b>Flexi Basket Details</b>                            | <b>Max Sub limits (p.a.)</b> |
| Fuel Reimbursement and Car Maintenance Charges         | -                            |
| Leave Travel Assistance / Allowance                    | -                            |
| Car Lease Rental                                       | -                            |



Signature of Employee:



|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                              |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|
| <b>TOTAL : Annual Flexi Basket</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | -                            |
| <i>Employee has an option of availing all, some or none of the Flexi Basket across various components as per annual limits and entitlements mentioned in the CTC sheet. Based on the individual declaration and actual reimbursements, any unclaimed amount will be paid as taxable to the individual</i>                                                                                                                                                                                                               |                              |
| <b>Insurance &amp; Medical Benefits (in INR)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <b>Max Sub limits (p.a.)</b> |
| Hospitalization cost reimbursement limit                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 360,000                      |
| Term life Insurance Cover                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | 2,000,000                    |
| Disability cover due to accident (upto)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | 1,800,000                    |
| <b>NOTE:</b> <ol style="list-style-type: none"> <li>Flexi Basket is only applicable in E2+ employees</li> <li>All salary components are governed by the company policies and statutory guidelines.</li> <li>This salary sheet is strictly confidential and must not be discussed with anyone other than your HCLT Reporting Manager and/or your HR Manager.</li> <li>Any personal tax liability arising out of compensation will be borne solely by the employee.</li> <li>Gratuity to be payable as per act</li> </ol> |                              |

**ANNEXURE II****Welcome aboard...**

It is often said that an organization can grow only if it empowers its employees to grow! At HCL, we consciously realize this fact and have developed a five-fold path for individual enlightenment that not only covers basic monetary benefits for HCLites, but also takes care of their professional growth by providing empowerment, knowledge, recognition, transformation and support.

Following are the terms and conditions that refer to our offer of employment to you, this is to be read in conjunction with the offer letter as attached.

**GENERAL TERMS AND CONDITIONS OF EMPLOYMENT****1. Location**

As you are aware that HCL is coming up with IT/ITES SEZ Operating Units in some cities; till the time SEZ campus becomes operational, you may be assigned to another facility in the city of posting - Chennai.

**2. Medical Check up**

Your employment is subject to you being declared medically fit by the company doctor.

**3. HCLT Training Program:**

Training (classroom/on the job) sessions will be conducted after your joining.



The training period may be either extended or may be deemed completed earlier, at the discretion of the Management. You shall continue to be under probation, unless specifically confirmed in writing.

#### **4. Increments and promotions**

Your growth in terms of role, compensation etc. in the company will solely be based on your performance. Unless notified in writing, you will be deemed as "confirmed" on completion of your probation period i.e. 12 months from date of joining. Subsequently, your annual performance appraisal and compensation review will be aligned and effected from the first day of the subsequent quarter thereafter.

#### **5. Notice Period/ Separation**

Your employment with the Company can also be terminated either by the Company or by you by giving the other party **90 days'** advance notice. If the Company terminates the employment and decides to relieve you before the completion of the notice period, the "Basic" component of the salary for the balance notice period would be paid to you. If at your request, the Company agrees to relieve you before serving the full notice period, you will be liable to pay the Company the "Basic" component of the salary for the balance notice period. However, please note that accepting any such early relieving request would be entirely at the discretion of the Company. Further, the aforesaid requirement of 90 days' notice may be extended, if mutually agreed by you and the Company.

On termination of your employment for any reason, you shall comply with the Company's termination procedures, sign all documents and return all Company property. The Company will not be bound to pay the dues, if any, till you have completed all the separation procedures.

#### **6. Agreements**

You may be required to sign necessary agreements with the Company or any other client as required and complete various formalities as per the agreements at the time of joining and during the tenure with the company.

You may also be required to sign other Agreements with the Company, as the Company may decide from time to time, in order to secure the interests of the Company as also to ensure your performance and adherence to all terms, conditions, rules and regulations of the Company.

#### **7. Background and Reference Check**

- The company will undertake the background verification / validation process of employees in terms of education, previous employment(s), criminal verification, database and web searches, address verification, claims made against achievements in the resumes/CVs of the employees etc. with the help of a third party as and when required. You would be required to submit photocopies of documents detailed in Annexure III to facilitate the joining and background verification process.
- The company may also undertake reference check through at least two professional references submitted during the process of selection. • In case the Prospective Employees fails to submit any document required for conducting background verification, they will not be considered for hiring. If the Prospective Employees fails the background verification, appropriate actions including withdrawal of offer of employment will be taken basis the recommendations given by the background verification team & in line with HCL policies.

#### **8. Working Hours**





You will be governed by the normal working hours as existing in the company. You may be required to work in shifts and/or in extended working hours, as permitted by law, if required as per business needs. The same are subject to change from time to time.

## **9. Mobility**

The Company may require you to perform duties and undertake assignments for the Company in any part of India or abroad, whether at the Company's premises or that of its customers/clients. You are also liable to be transferred to any office or branch of the Company anywhere in India or abroad. During deputation to any customer/client's premises you shall abide by the terms and conditions pertaining to such premises.

## **10. Deputation/ Transfer**

Company may also depute you to work with any of the Group Companies or transfer your services to any Group Company. On such transfer of your employment, the present terms and conditions will cease and the employment will be governed by the terms of employment of the Company you are transferred to. You shall however be entitled to continuity of service.

## **11. Retirement**

You will retire from service on attaining superannuation at the age of 55 years.

## **12. Other benefits**

You shall be eligible for other benefits related to leaves, perquisites etc. in accordance with the prevailing terms of employment in the Company. Notwithstanding the above, the Company reserves the right to change the above-mentioned benefits as and when it deems necessary and you will be notified accordingly.

## **13. Correctness of the Details Furnished**

You have been appointed on the presumption that the particulars furnished in your application and resume are correct. In the event the said particulars are found to be incorrect or that you have concluded or withheld some other relevant facts, your appointment with the Company shall stand terminated/cancelled without any notice.

## **14. Data Protection:**

- a. The Employee consents to the holding & processing of personal data provided to the Employer for all purposes of the administration and management of his/her employment and/or the Company's business.
- b. The Employee hereby agrees to his/her personal data being collected & the same being transferred, stored and processed by the Company in India and any other countries where the Company, its Group Company and Company Clients have offices, in accordance with the applicable laws.
- c. The Employee also agrees that the Company may make such data available to its advisors, other agencies, such as pension providers, medical, insurance providers, payroll administrators, background verification agencies and various regulatory authorities.
- d. During employment, the employee will have the right to amend/modify/alter his/her personal information. The employer will exercise all reasonable diligence for safeguarding personal information, as have been disclosed by the employee. It is clarified that the said obligation will not be applicable in case of legally compelled disclosures.





- e. The Employee further acknowledges and agrees that the Employer may, in the course of business, be required to disclose personal data relating to him/her, after the end of his/her employment to any group/statutory bodies/authorities as required under applicable law/requirements. However, any personal data, which is no longer required, will be deleted without undue delay.

## 15. Other Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of HCL as applicable to you and the changes therein from time to time.

Further, during the period of your employment with HCL, you will be required to inter alia comply with the Company's Code of Business Ethics & Conduct, Anti Bribery & Anti-Corruption, Business Gift and Entertainment Policy and failure to do so shall entitle HCL to take appropriate disciplinary action which may lead & include up to termination of your employment with HCL.

You agree not to undertake employment whether full time or part time, as the Director/ Partner/member/employee of any other organization or entity engaged in any form of business activity without the consent of HCL . The consent may be given subject to any terms and conditions that the company may think fit and may be withdrawn at the discretion of the company.

### Annexure III

#### LIST OF DOCUMENTS/INFORMATION TO BE SUBMITTED ONLINE TO FACILITATE PRE-EMPLOYMENT BGV (BACKGROUND VERIFICATION / VALIDATION) AND APPOINTMENT PROCESS IN HCL

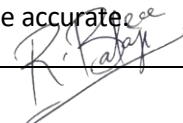
| S.No. | Particulars (To be submitted to the Recruiter/Online of the BGV link)                                                                                                              |
|-------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1     | <b>Highest Qualification</b> - Degree Certificate, All Years Mark sheets. Provisional Degree Certificate required for courses completed in the last 6 months from the current date |
| 2     | <b>Permanent/Current Address Proof</b> – Passport, Ration Card, Voter ID, Driving License, , Rental agreement or Lease agreement etc.                                              |
| 3     | <b>Previous Employer</b> – Relieving and Experience Letter, latest salary slips & offer letter with Employee ID Number                                                             |
| 4     | A duly filled and signed copy of the BGV(Joining Form) Form and LOA (letter of authorization)                                                                                      |
| 5     | <b>Identity Verification</b> - Copy of valid passport and PAN card required                                                                                                        |

#### Additional documents (To be submitted on request – Only if required)

- Highest Qualification- Admit card, college and university official's (Registrar and Director) detail
- Previous Employer – Direct HR Contact, PF account details, bank statement showing salary transfer and Form 16, If company is active, employer's active address.

#### Things to Remember

- The information provided in Resume and background verification form must be same.
- Information provided in background verification form must be accurate.



**3.** Period of stay mentioned in the background verification form should be correct and in continuation (without any GAP).

**4.** Any Gap in Employment or Education must be informed explicitly to the recruiter.

Additional document can be requested to clear background verification therefore to avoid delay it is advisable to submit these documents along with the mandatory documents.

#### List of Documents required for joining / induction day (Hard Copies)

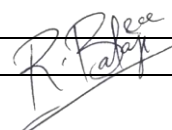
| S. No | Document Name                                                                | Number of Photocopies |
|-------|------------------------------------------------------------------------------|-----------------------|
| 1     | Latest Offer/Appointment Letter with Cost to Company (CTC and ALL ANNEXURES) | 1                     |
| 2     | Extension Letter (if the Date of Joining in the offer letter is past dated)  | 1                     |
| 3     | Passport –Front copy only - for Name & DOB proof.                            | 1                     |
| 4     | 10 <sup>th</sup> Mark sheet, only if passport is not available.              | 1                     |
| 5     | PAN CARD as ID Proof (Only if passport is not available)                     | 1                     |
| 6     | Passport Size Photographs (Only with white background)                       | 3                     |

- Please ensure all documents are **Self-attested** (Photocopies).
- Please ensure that the photocopies are clearly visible as dark and hazy photocopies are not accepted.
- Please avoid clicking pictures of documents and taking printouts.
- Please do not send soft copies through Emails.
- Please bring a copy of your Aadhar card on the Induction day, so that HCL onboarding team can ensure the right information is passed on for EPF (Employee Provident Fund) / EPS (Employee Pension Scheme) / UAN (Universal Account Number) account creation/porting etc.
- HCL will only validate the accuracy of the Aadhar Card details for EPF/EPS/UAN and shall not store or use Aadhar card information for any other purposes.
- Please keep your PF account number (immediate previous employment), UAN information handy as these details are required on the induction day.
- Induction Timings are **0900 to 1830** IST.
- Please ensure your BGV Status is Green, before the Date of Joining, check with your Recruiter on the progress/Status.
- All storage Media Devices e.g. laptop, Pen Drives etc. are not allowed inside the campus.

You are required to report to HCL Onboarding Team for completing joining formalities on the day of joining by 9:00 a.m. at your respective location of joining as following:

#### Location of HCL Onboarding Team for joining formalities:

| S. No | Location | Address |
|-------|----------|---------|
|-------|----------|---------|







|    |            |                                                                                                                                                                                                                                                                                                                                                         |
|----|------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1  | NOIDA      | <b>Mondays and Thursdays:</b> Triveni Induction Room, First Floor, KNMA Tower, Gate number 1, HCL Technology Hub, Plot No 3A, Sector 126, Noida - 201313. UP (India)<br><b>Tuesdays, Wednesdays and Fridays:</b> Akashi Induction Room, Ground Floor, Tower – 1, Gate number -1, HCL Technology Hub, Plot No 3A, Sector 126, Noida - 201313. UP (India) |
| 2  | CHENNAI    | HCL Technologies Ltd,Sez Unit-2 (Sdb2 Buid), Eclot-Special Economic Zone, 602/3, Shollinganallur Village, Shollinganallur-Medavakkam High Road, Chennai-600119                                                                                                                                                                                          |
| 3  | BANGLORE   | HCL Technologies Ltd, SAL (602), 6th Floor, Tower 4, Special Economic Zone (SEZ), 129, Jigani Industrial Area, Bommasandra-Jigani Link Road, Bangalore – 562 106                                                                                                                                                                                        |
| 4  | KOLKATA    | HCL Technologies Ltd,Level-4, Building -A3 Unitech Infospace, Dh Street, Rajarhat, Kolkata-700091                                                                                                                                                                                                                                                       |
| 5  | HYDERABAD  | HCL Technologies Ltd,Special Economic Zone, Phoenix Infocity Pvt Ltd, H-01, Level -2 , Hitec City 2-Survey No. 30,34,35 & 38, Madhapur, Hyderabad-500081                                                                                                                                                                                                |
| 6  | PUNE       | HCL Technologies Ltd,Blue Bell, Tower-7, Level- Upper Ground Floor , Wing (A&B), Magarpatta, Sez, Pune-411013                                                                                                                                                                                                                                           |
| 7  | MUMBAI     | HCL Comnet Ltd,Arena Tower, Ground Floor, Road No 12, Midc, Andheri East, Opp Goldfinch Hotel, Mumbai-400093                                                                                                                                                                                                                                            |
| 8  | LUCKNOW    | HCL Technologies Ltd,HCL IT City, SDC-01, 2nd Floor – Induction Room, Chack Gajaria Farms, Sultanpur Road, Lucknow, Uttar Pradesh-226002                                                                                                                                                                                                                |
| 9  | MADURAI    | HCL Technologies Ltd, Sez Unit-1, Tower-1, Elcot, Special Economic Zone, Survey No. 1/2, 1/3, 1/19, 1/20, 4/1, 2/1, 2/2, 4/2, & 5, Plot No. 5&7,Ilandhaikulam Village-Madurai-Tamil Nadu-625020                                                                                                                                                         |
| 10 | Nagpur     | HCL Technologies Ltd, Plot No.5, Sector 12, Mihan SEZ, Nagpur                                                                                                                                                                                                                                                                                           |
| 11 | Coimbatore | State Street Hcl Services   Human Resources   Module - 201, 202, 203, 204 And 206 – 2Nd Floor, Tidelpark Coimbatore Limited, Coimbatore - 641014,Extn : 04226657526                                                                                                                                                                                     |
| 12 | Vijayawada | State Street HCL Services Private LimitedMedha IT Towers,Third Floor,Kesarapalli,Gannavaram,Krishna District 521102                                                                                                                                                                                                                                     |

## ANNEXURE IV

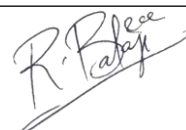
**EXPLANATION OF COMPENSATION STRUCTURE AND EMPLOYEE BENEFITS**

To facilitate an easy understanding of your compensation structure (Cost to Company, CTC), the various components have been categorized under the following broad heads:

-  Basic Salary
-  Monthly Allowances
-  Variable Pay
-  Retirals & Insurances Benefit

**Disclaimer:**

***Your individual compensation structure may not necessarily have all the components as applicable to the respective Band.***



The details for each component falling under these heads are explained as following:

### **BASIC SALARY**

The Basic Salary is standard across organization and brought to a certain value of the CTC. Basic salary has an impact on various other components such as the PF contribution, medical insurance cover, Gratuity, HRA etc. and hence has to be balanced so as not to substantially reduce the employee's take home salary.

### **MONTHLY ALLOWANCES**

- **House Rent Allowance (HRA):** The HRA is payable maximum Up to 100% of the Basic Salary and paid monthly. This includes the Company Leased Accommodation value. For those who are not staying in a rented accommodation, can declare the same in the system post joining and this amount would be paid as taxable component.
- **Food Wallet:** Food Wallet is a voluntary benefit and is applicable for payments related to food and non- alcoholic beverages only. Once enrolled, the benefit should be availed within HCL Cafeterias or food joints outside HCL campus which serves only food and non-alcoholic beverages. This Food Wallet cannot be used in any other outlet other than designated food outlet.
- **Holiday Allowance:** Holiday Allowance is payable maximum up to INR 50,000 spread over 12 months.
- **Advance Statutory Bonus:** Applicable where monthly gross does not exceed INR 21,000 (excluding variable component) as per the Payment of Bonus Act.
- **Compensatory Allowance:** Compensatory Allowance is a buffer component that adjusts the amount of CTC against all other fixed components.
- **VARIABLE PAY**

The scope of "Variable Pay" in your compensation structure will be governed based on your "employee group" in HCL.

### **Performance Bonus (PB):**

Performance Bonus (PB) is payable in accordance with the Company's Bonus Policy (sales / delivery / functional support) as applicable at that time. The quantum of pay-out will be subject to the current year's Bonus Policy and will be calculated based on your individual contributions against your Key Performance Parameters (KPP) as well as the company's performance.

PB is payable at the end of the performance review cycle. To be eligible for the bonus pay-out, you need to be active on the rolls of the company at the time of reward distribution as per Performance review and Reward cycle.

**Engagement Performance Bonus (EPB):** Engagement Performance Bonus is a variable component payable on a monthly basis. This component allows employees to participate and take control of delivery excellence in their respective engagements. Payout of EPB will be based on EPB guidelines as applicable to the respective engagement.

### **RETIRALS & INSURANCES BENEFIT**



Signature of Employee:



You and your dependents will be covered under Social Security as per the law and Insurance Benefits policy offered by the company. The amount mentioned under 'Insurance and Medical Benefits' in your compensation structure is applicable towards various insurances (Medical Insurance, Term Life Insurance, Personal Accident Insurance).

**Medical Insurance:** Some of the salient features of the Group Health Medical Insurance policy are as follows

- The policy covers Hospitalization expenses and Maternity expenses.
  - By default, the employees (who are not covered under the ESI Act, 1948] will be mandatorily covered under the benefit. The benefit will also be available to cover Spouse, dependent children, dependent parents/in-laws, dependent brothers who are unemployed but below the age of 25 and sisters (unmarried & unemployed), additionally, by declaring them as dependants and on confirming that they are NOT covered under any other employer-sponsored medical scheme (e.g., Central Government Health Scheme) and that they are wholly or substantially dependent on you for their medical needs.
  - The premium payable depends on the dependants declared.
  - The hospitalization coverage limit will be same as defined in compensation structure.
  - Company reserves the right to amend the benefit plan and shall keep all employees informed/updated.
  - You may refer 'Medical Insurance policy' for further details.
- **Coverage under ESI:** The employee will be covered under Employee State Insurance Scheme in accordance with the applicable norms and amendments made during time to time or any further amendment which may come into force during the employment tenure under **Employees' State Insurance Act, 1948**.

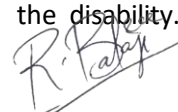
Employees covered under ESI would not be covered by default under HCL's medical insurance benefit. Option to enroll under medical insurance is available as well; however, in such a case, the additional cost of annual medical premium has to be borne by the employee as per terms and conditions elucidated under Medical Insurance policy.

\*The employee & employer contribution will be payable as per current prescribed rates under ESI Rules.

- **Employer's contribution to Provident Fund:** As per statutory requirements, an employee has to contribute 12% of the basic salary towards Provident Fund (PF). HCL contributes matching amount to PF. Out of employer's contribution, 8.33% of monthly basic or INR. 1,250/- whichever is lower is remitted to PF authorities towards Employees' Pension Scheme (EPS). All employees are thereby eligible to draw pension after superannuation, except those who had opted out of EPS as per Form-11 declaration.

\*The percentage and amount is in compliance with the current PF Act.

- **Gratuity:** As per statutory requirements, it is employer's statutory liability to pay 15 days Basic salary (15/26 of a monthly Basic) for every completed year of service to each of his employees on their exit, for any reason after five years of continuous service, subject to maximum limit of INR 20.00 lakhs.
- **Term Life Insurance (including EDLI):** At HCL, you will be covered under the Term-life Insurance which provides safety net to family in case of death of the employee due to any reasons. The applicable amount is mentioned in your offer letter.
- **Disability Insurance:** You are also covered against any permanent or partial disability that may arise due to an accident. The amount payable by Insurer for a disability shall depend on nature of the disability. The amount



Signature of Employee:



**HCL TECHNOLOGIES LTD.**

Corporate Identification Number: L74140DL1991PLC046369

B-39, Sector 1, NOIDA 201 301, UP, India.

T: +91 120 4024700, 3337000 F: +91 120 2425833

Registered Office: 806 Siddharth, 96, Nehru Place, New Delhi-110019, India.

www.hcltech.com

www.hcl.com

mentioned in your offer letter is the maximum amount paid by Insurer as per the nature of a disability. You may refer 'Personal Accident Insurance' policy for further details.

We look forward for you being an integral part of this arduous yet fulfilling journey towards excellence and growth and hope our relationship will go a long way!

**Disclaimer**

*You will be liable to pay all applicable taxes on your income as per the local laws. You will also be responsible for filing your personal Income Tax returns. You acknowledge that the Company is not in any way influencing, guiding, suggesting on aspects of taxation or tax saving measures in any form and that the same is individual's decision / personal choice. Please note that all components mentioned above may or may not be a part of your compensation structure. HCL reserves the right to alter, append or withdraw the benefits extended either in part or in full based on management's discretion.*

Signature of Employee:

**HCL**



EY Global Delivery Services India LLP  
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Bangalore - 560016  
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ey.com

Dear **Hemanth B N**,

**Subject: Letter of intent**

With reference to the campus selection process and the subsequent interviews that you had with us, we are pleased to extend a letter of intent subject to the following terms and conditions:

**1. Position:**

You will be offered a position in "**EY Global Delivery Services India LLP**" (the "Firm").

**2. Date of joining and work location:**

Your date of joining the company and work location will be communicated to you at a later stage.

**3. Annual Fixed compensation:**

You shall be paid an annual fixed compensation of **INR.450000/-** per annum. The annual fixed compensation will be subject to applicable taxes as per the provision of IncomeTax Act & will be paid to you after deduction of income tax and other applicable taxes at source.

As per policy of the Firm, in addition to your fixed compensation you will be eligible to participate in the EY GDS Variable Pay Bonus Program, which drives a pay for performance approach providing differential reward based on EY GDS, business unit and personal performance. This will be payable on or before 31 August 2022. This is subject to you being employed with the Firm as on the date of payment of Variable Pay Bonus. Employees who join the Firm during the year will be eligible for a prorated Variable Pay Bonus payment. The Variable Pay Bonus amount is subject to income tax deduction as per rules prescribed under the tax laws.

**4. Education Qualification:**

This letter of intent is subject to your successful completion of Btech exams by September 2022.

Please note that a detailed offer letter would be issued to you subsequently.

Looking forward to a mutually beneficial association.

Thanking you.

Yours faithfully,

for **EY Global Delivery Services India LLP**

Signed By : RAHUL DASGUPTA  
Reason : Offer Letter  
Location : Bangalore  
Date: 24-09-2021 16:16:53

**Authorized Signatory**







EY Global Delivery Services India LLP  
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Dear **Rekha Dd**,

**Subject: Letter of intent**

With reference to the campus selection process and the subsequent interviews that you had with us, we are pleased to extend a letter of intent subject to the following terms and conditions:

**1. Position:**

You will be offered a position in "**EY Global Delivery Services India LLP**" (the "Firm").

**2. Date of joining and work location:**

Your date of joining the company and work location will be communicated to you at a later stage.

**3. Annual Fixed compensation:**

You shall be paid an annual fixed compensation of **INR.483000/-** per annum. The annual fixed compensation will be subject to applicable taxes as per the provision of IncomeTax Act & will be paid to you after deduction of income tax and other applicable taxes at source.

As per policy of the Firm, in addition to your fixed compensation you will be eligible to participate in the EY GDS Variable Pay Bonus Program, which drives a pay for performance approach providing differential reward based on EY GDS, business unit and personal performance. This will be payable on or before 31 August 2023. This is subject to you being employed with the Firm as on the date of payment of Variable Pay Bonus. Employees who join the Firm during the year will be eligible for a prorated Variable Pay Bonus payment. The Variable Pay Bonus amount is subject to income tax deduction as per rules prescribed under the tax laws.

**4. Education Qualification:**

This letter of intent is subject to your successful completion of Btech exams by September 2023.

Please note that a detailed offer letter would be issued to you subsequently.

Looking forward to a mutually beneficial association.

Thanking you.

Yours faithfully,

for **EY Global Delivery Services India LLP**

Signed By : RAHUL DASGUPTA  
Reason : Offer Letter  
Location : Bangalore  
Date: 24-09-2021 16:16:53

**Authorized Signatory**





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Dear **Sammedh Chaugala**,

**Subject: Letter of intent**

With reference to the campus selection process and the subsequent interviews that you had with us, we are pleased to extend a letter of intent subject to the following terms and conditions:

**1. Position:**

You will be offered a position in "**EY Global Delivery Services India LLP**" (the "Firm").

**2. Date of joining and work location:**

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**3. Annual Fixed compensation:**

You shall be paid an annual fixed compensation of **INR.483000/-** per annum. The annual fixed compensation will be subject to applicable taxes as per the provision of IncomeTax Act & will be paid to you after deduction of income tax and other applicable taxes at source.

As per policy of the Firm, in addition to your fixed compensation you will be eligible to participate in the EY GDS Variable Pay Bonus Program, which drives a pay for performance approach providing differential reward based on EY GDS, business unit and personal performance. This will be payable on or before 31 August 2023. This is subject to you being employed with the Firm as on the date of payment of Variable Pay Bonus. Employees who join the Firm during the year will be eligible for a prorated Variable Pay Bonus payment. The Variable Pay Bonus amount is subject to income tax deduction as per rules prescribed under the tax laws.

**4. Education Qualification:**

This letter of intent is subject to your successful completion of Btech exams by September 2023.

Please note that a detailed offer letter would be issued to you subsequently.

Looking forward to a mutually beneficial association.

Thanking you.

Yours faithfully,

for **EY Global Delivery Services India LLP**

Signed By : RAHUL DASGUPTA  
Reason : Offer Letter  
Location : Bangalore  
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Dear **Abhilasha Maurya**,

**Subject: Letter of intent**

With reference to the campus selection process and the subsequent interviews that you had with us, we are pleased to extend a letter of intent subject to the following terms and conditions:

**1. Position:**

You will be offered a position in "**EY Global Delivery Services India LLP**" (the "Firm").

**2. Date of joining and work location:**

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**3. Annual Fixed compensation:**

You shall be paid an annual fixed compensation of **INR.483000/-** per annum. The annual fixed compensation will be subject to applicable taxes as per the provision of IncomeTax Act & will be paid to you after deduction of income tax and other applicable taxes at source.

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**4. Education Qualification:**

This letter of intent is subject to your successful completion of Btech exams by September 2023.

Please note that a detailed offer letter would be issued to you subsequently.

Looking forward to a mutually beneficial association.

Thanking you.

Yours faithfully,

for **EY Global Delivery Services India LLP**

Signed By : RAHUL DASGUPTA  
Reason : Offer Letter  
Location : Bangalore  
Date: 24-09-2021 16:16:53

**Authorized Signatory**





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Dear **Aditi**,

**Subject: Letter of intent**

With reference to the campus selection process and the subsequent interviews that you had with us, we are pleased to extend a letter of intent subject to the following terms and conditions:

**1. Position:**

You will be offered a position in "**EY Global Delivery Services India LLP**" (the "Firm").

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**4. Education Qualification:**

This letter of intent is subject to your successful completion of Btech exams by September 2023.

Please note that a detailed offer letter would be issued to you subsequently.

Looking forward to a mutually beneficial association.

Thanking you.

Yours faithfully,

for **EY Global Delivery Services India LLP**

Signed By : RAHUL DASGUPTA  
Reason : Offer Letter  
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Dear **Akarsh Kumar**,

**Subject: Letter of intent**

With reference to the campus selection process and the subsequent interviews that you had with us, we are pleased to extend a letter of intent subject to the following terms and conditions:

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Looking forward to a mutually beneficial association.

Thanking you.

Yours faithfully,

for **EY Global Delivery Services India LLP**

Signed By : RAHUL DASGUPTA  
Reason : Offer Letter  
Location : Bangalore  
Date: 24-09-2021 16:16:53

**Authorized Signatory**





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Dear **Akash SR**,

**Subject: Letter of intent**

With reference to the campus selection process and the subsequent interviews that you had with us, we are pleased to extend a letter of intent subject to the following terms and conditions:

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Thanking you.

Yours faithfully,

for **EY Global Delivery Services India LLP**

Signed By : RAHUL DASGUPTA  
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Dear **Ameen Rabbani**,

**Subject: Letter of intent**

With reference to the campus selection process and the subsequent interviews that you had with us, we are pleased to extend a letter of intent subject to the following terms and conditions:

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**4. Education Qualification:**

This letter of intent is subject to your successful completion of Btech exams by September 2023.

Please note that a detailed offer letter would be issued to you subsequently.

Looking forward to a mutually beneficial association.

Thanking you.

Yours faithfully,

for **EY Global Delivery Services India LLP**

Signed By : RAHUL DASGUPTA  
Reason : Offer Letter  
Location : Bangalore  
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**Authorized Signatory**





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Dear **Dheeraj C,**

**Subject: Letter of intent**

With reference to the campus selection process and the subsequent interviews that you had with us, we are pleased to extend a letter of intent subject to the following terms and conditions:

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You will be offered a position in "**EY Global Delivery Services India LLP**" (the "Firm").

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**4. Education Qualification:**

This letter of intent is subject to your successful completion of Btech exams by September 2023.

Please note that a detailed offer letter would be issued to you subsequently.

Looking forward to a mutually beneficial association.

Thanking you.

Yours faithfully,

for **EY Global Delivery Services India LLP**

Signed By : RAHUL DASGUPTA  
Reason : Offer Letter  
Location : Bangalore  
Date: 24-09-2021 16:16:53

**Authorized Signatory**







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Karnataka , India

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Dear **MD Mujeeb Ur Rehman G,**

**Subject: Letter of intent**

With reference to the campus selection process and the subsequent interviews that you had with us, we are pleased to extend a letter of intent subject to the following terms and conditions:

**1. Position:**

You will be offered a position in "**EY Global Delivery Services India LLP**" (the "Firm").

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Looking forward to a mutually beneficial association.

Thanking you.

Yours faithfully,

for **EY Global Delivery Services India LLP**

Signed By : RAHUL DASGUPTA  
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Dear **Meghana SG**,

**Subject: Letter of intent**

With reference to the campus selection process and the subsequent interviews that you had with us, we are pleased to extend a letter of intent subject to the following terms and conditions:

**1. Position:**

You will be offered a position in "**EY Global Delivery Services India LLP**" (the "Firm").

**2. Date of joining and work location:**

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**4. Education Qualification:**

This letter of intent is subject to your successful completion of Btech exams by September 2023.

Please note that a detailed offer letter would be issued to you subsequently.

Looking forward to a mutually beneficial association.

Thanking you.

Yours faithfully,

for **EY Global Delivery Services India LLP**

Signed By : RAHUL DASGUPTA  
Reason : Offer Letter  
Location : Bangalore  
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**Authorized Signatory**





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Dear **Mohammed Faisal**,

**Subject: Letter of intent**

With reference to the campus selection process and the subsequent interviews that you had with us, we are pleased to extend a letter of intent subject to the following terms and conditions:

**1. Position:**

You will be offered a position in "**EY Global Delivery Services India LLP**" (the "Firm").

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**4. Education Qualification:**

This letter of intent is subject to your successful completion of Btech exams by September 2023.

Please note that a detailed offer letter would be issued to you subsequently.

Looking forward to a mutually beneficial association.

Thanking you.

Yours faithfully,

for **EY Global Delivery Services India LLP**

Signed By : RAHUL DASGUPTA  
Reason : Offer Letter  
Location : Bangalore  
Date: 24-09-2021 16:16:53

**Authorized Signatory**





EY Global Delivery Services India LLP  
3rd Floor, Tower 'C',  
RMZ Infinity, Old Madras Road,  
Benniganahalli, K.R. Puram,  
Bangalore - 560016  
Karnataka , India

Tel: +91 080 6681 3000  
Fax: +91 080 6681 3334  
ey.com

Dear **Navya MS**,

**Subject: Letter of intent**

With reference to the campus selection process and the subsequent interviews that you had with us, we are pleased to extend a letter of intent subject to the following terms and conditions:

**1. Position:**

You will be offered a position in "**EY Global Delivery Services India LLP**" (the "Firm").

**2. Date of joining and work location:**

Your date of joining the company and work location will be communicated to you at a later stage.

**3. Annual Fixed compensation:**

You shall be paid an annual fixed compensation of **INR.483000/-** per annum. The annual fixed compensation will be subject to applicable taxes as per the provision of IncomeTax Act & will be paid to you after deduction of income tax and other applicable taxes at source.

As per policy of the Firm, in addition to your fixed compensation you will be eligible to participate in the EY GDS Variable Pay Bonus Program, which drives a pay for performance approach providing differential reward based on EY GDS, business unit and personal performance. This will be payable on or before 31 August 2023. This is subject to you being employed with the Firm as on the date of payment of Variable Pay Bonus. Employees who join the Firm during the year will be eligible for a prorated Variable Pay Bonus payment. The Variable Pay Bonus amount is subject to income tax deduction as per rules prescribed under the tax laws.

**4. Education Qualification:**

This letter of intent is subject to your successful completion of Btech exams by September 2023.

Please note that a detailed offer letter would be issued to you subsequently.

Looking forward to a mutually beneficial association.

Thanking you.

Yours faithfully,

for **EY Global Delivery Services India LLP**

Signed By : RAHUL DASGUPTA  
Reason : Offer Letter  
Location : Bangalore  
Date: 24-09-2021 16:16:53

**Authorized Signatory**







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Karnataka , India

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ey.com

Dear **Prajwal patil**,

**Subject: Letter of intent**

With reference to the campus selection process and the subsequent interviews that you had with us, we are pleased to extend a letter of intent subject to the following terms and conditions:

**1. Position:**

You will be offered a position in "**EY Global Delivery Services India LLP**" (the "Firm").

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**4. Education Qualification:**

This letter of intent is subject to your successful completion of Btech exams by September 2023.

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Looking forward to a mutually beneficial association.

Thanking you.

Yours faithfully,

for **EY Global Delivery Services India LLP**

Signed By : RAHUL DASGUPTA  
Reason : Offer Letter  
Location : Bangalore  
Date: 24-09-2021 16:16:53

**Authorized Signatory**





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Karnataka , India

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Fax: +91 080 6681 3334  
ey.com

Dear **Rafia Akahtar Maham**,

**Subject: Letter of intent**

With reference to the campus selection process and the subsequent interviews that you had with us, we are pleased to extend a letter of intent subject to the following terms and conditions:

**1. Position:**

You will be offered a position in "**EY Global Delivery Services India LLP**" (the "Firm").

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**4. Education Qualification:**

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Thanking you.

Yours faithfully,

for **EY Global Delivery Services India LLP**

Signed By : RAHUL DASGUPTA  
Reason : Offer Letter  
Location : Bangalore  
Date: 24-09-2021 16:16:53

**Authorized Signatory**





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Bangalore - 560016  
Karnataka , India

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Fax: +91 080 6681 3334  
ey.com

Dear **Rituraj**,

**Subject: Letter of intent**

With reference to the campus selection process and the subsequent interviews that you had with us, we are pleased to extend a letter of intent subject to the following terms and conditions:

**1. Position:**

You will be offered a position in "**EY Global Delivery Services India LLP**" (the "Firm").

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You shall be paid an annual fixed compensation of **INR.483000/-** per annum. The annual fixed compensation will be subject to applicable taxes as per the provision of IncomeTax Act & will be paid to you after deduction of income tax and other applicable taxes at source.

As per policy of the Firm, in addition to your fixed compensation you will be eligible to participate in the EY GDS Variable Pay Bonus Program, which drives a pay for performance approach providing differential reward based on EY GDS, business unit and personal performance. This will be payable on or before 31 August 2023. This is subject to you being employed with the Firm as on the date of payment of Variable Pay Bonus. Employees who join the Firm during the year will be eligible for a prorated Variable Pay Bonus payment. The Variable Pay Bonus amount is subject to income tax deduction as per rules prescribed under the tax laws.

**4. Education Qualification:**

This letter of intent is subject to your successful completion of Btech exams by September 2023.

Please note that a detailed offer letter would be issued to you subsequently.

Looking forward to a mutually beneficial association.

Thanking you.

Yours faithfully,

for **EY Global Delivery Services India LLP**

Signed By : RAHUL DASGUPTA  
Reason : Offer Letter  
Location : Bangalore  
Date: 24-09-2021 16:16:53

**Authorized Signatory**





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Karnataka , India

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Fax: +91 080 6681 3334  
ey.com

Dear **Roshan Raj A,**

**Subject: Letter of intent**

With reference to the campus selection process and the subsequent interviews that you had with us, we are pleased to extend a letter of intent subject to the following terms and conditions:

**1. Position:**

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As per policy of the Firm, in addition to your fixed compensation you will be eligible to participate in the EY GDS Variable Pay Bonus Program, which drives a pay for performance approach providing differential reward based on EY GDS, business unit and personal performance. This will be payable on or before 31 August 2023. This is subject to you being employed with the Firm as on the date of payment of Variable Pay Bonus. Employees who join the Firm during the year will be eligible for a prorated Variable Pay Bonus payment. The Variable Pay Bonus amount is subject to income tax deduction as per rules prescribed under the tax laws.

**4. Education Qualification:**

This letter of intent is subject to your successful completion of Btech exams by September 2023.

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Looking forward to a mutually beneficial association.

Thanking you.

Yours faithfully,

for **EY Global Delivery Services India LLP**

Signed By : RAHUL DASGUPTA  
Reason : Offer Letter  
Location : Bangalore  
Date: 24-09-2021 16:16:53

**Authorized Signatory**







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Karnataka , India

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Fax: +91 080 6681 3334  
ey.com

Dear **Sahid Khan**,

**Subject: Letter of intent**

With reference to the campus selection process and the subsequent interviews that you had with us, we are pleased to extend a letter of intent subject to the following terms and conditions:

**1. Position:**

You will be offered a position in "**EY Global Delivery Services India LLP**" (the "Firm").

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**4. Education Qualification:**

This letter of intent is subject to your successful completion of Btech exams by September 2023.

Please note that a detailed offer letter would be issued to you subsequently.

Looking forward to a mutually beneficial association.

Thanking you.

Yours faithfully,

for **EY Global Delivery Services India LLP**

Signed By : RAHUL DASGUPTA  
Reason : Offer Letter  
Location : Bangalore  
Date: 24-09-2021 16:16:53

**Authorized Signatory**





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Bangalore - 560016  
Karnataka , India

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Fax: +91 080 6681 3334  
ey.com

Dear **Sneha Latha Reddy B,**

**Subject: Letter of intent**

With reference to the campus selection process and the subsequent interviews that you had with us, we are pleased to extend a letter of intent subject to the following terms and conditions:

**1. Position:**

You will be offered a position in "**EY Global Delivery Services India LLP**" (the "Firm").

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**4. Education Qualification:**

This letter of intent is subject to your successful completion of Btech exams by September 2023.

Please note that a detailed offer letter would be issued to you subsequently.

Looking forward to a mutually beneficial association.

Thanking you.

Yours faithfully,

for **EY Global Delivery Services India LLP**

Signed By : RAHUL DASGUPTA  
Reason : Offer Letter  
Location : Bangalore  
Date: 24-09-2021 16:16:53

**Authorized Signatory**





EY Global Delivery Services India LLP  
3rd Floor, Tower 'C',  
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Benniganahalli, K.R. Puram,  
Bangalore - 560016  
Karnataka , India

Tel: +91 080 6681 3000  
Fax: +91 080 6681 3334  
ey.com

Dear **Varsha S Rajan**,

**Subject: Letter of intent**

With reference to the campus selection process and the subsequent interviews that you had with us, we are pleased to extend a letter of intent subject to the following terms and conditions:

**1. Position:**

You will be offered a position in "**EY Global Delivery Services India LLP**" (the "Firm").

**2. Date of joining and work location:**

Your date of joining the company and work location will be communicated to you at a later stage.

**3. Annual Fixed compensation:**

You shall be paid an annual fixed compensation of **INR.483000/-** per annum. The annual fixed compensation will be subject to applicable taxes as per the provision of IncomeTax Act & will be paid to you after deduction of income tax and other applicable taxes at source.

As per policy of the Firm, in addition to your fixed compensation you will be eligible to participate in the EY GDS Variable Pay Bonus Program, which drives a pay for performance approach providing differential reward based on EY GDS, business unit and personal performance. This will be payable on or before 31 August 2023. This is subject to you being employed with the Firm as on the date of payment of Variable Pay Bonus. Employees who join the Firm during the year will be eligible for a prorated Variable Pay Bonus payment. The Variable Pay Bonus amount is subject to income tax deduction as per rules prescribed under the tax laws.

**4. Education Qualification:**

This letter of intent is subject to your successful completion of Btech exams by September 2023.

Please note that a detailed offer letter would be issued to you subsequently.

Looking forward to a mutually beneficial association.

Thanking you.

Yours faithfully,

for **EY Global Delivery Services India LLP**

Signed By : RAHUL DASGUPTA  
Reason : Offer Letter  
Location : Bangalore  
Date: 24-09-2021 16:16:53

**Authorized Signatory**





Dear **AKHIL GADIGE**,

**Date: 9 -Mar -2023**

On behalf of Mu Sigma., it is our pleasure to confirm your selection for employment as “**Software Engineer- Trainee**”, in our **India** operations. We are very excited to extend this offer, and the opportunity it represents, with great confidence in your abilities.

We will be pleased to offer you on the following terms & conditions:

Designation : **Software Engineer – Trainee**

Total Cost to Company: **Rs. 500000/- per annum**

Compensation: **As Detailed in Annexure I**

The company will make deductions as may be necessary as per Statutory compliance with State / Central tax laws.

Your Initial Posting will be at **Bangalore** However, your services are transferable to any other place or office of the Company or to any subsidiary or associate company; whether now existing or still to be formed. Such transfer / deputation will be in accordance with the company’s rules being in force at the time. You are required to work from office on all 5 working days (Mon to Fri) for a period of 6 months from your date of joining , post which the schedule will be decided by the organization based on the requirements.

This letter will be followed by a background verification email and you will be required to share relevant documents as requested. Upon successful initiation of background verification, we will mail you a detailed offer letter before join us in July/August (Based Final Exams). It will include your date of joining, initial posting location and complete employment terms & conditions. Kindly consider this letter as an indicative offer, to begin with the on-boarding process.

Sincerely,  
Mu Sigma

**Annexure I**

|               |                           |              |           |
|---------------|---------------------------|--------------|-----------|
| <b>NAME:</b>  | GAJULA RAM KUMAR          |              |           |
| <b>TITLE:</b> | Software Engineer Trainee | <b>GRADE</b> | <b>P2</b> |

| <b>COMPONENTS - A</b>               | <b>Limits</b> | <b>Per Month</b> | <b>Per Annum</b> |
|-------------------------------------|---------------|------------------|------------------|
| Basic                               |               | 21,667           | 2,60,000         |
| HRA                                 |               | 10,833           | 1,30,000         |
| Executive Allowance                 |               | 14,508           | 1,74,097         |
| LTA - Maximum One Month Basic       | 21,667        | 1,806            | 21,667           |
| Children Education Allowance        | 2,400         | 200              | 2,400            |
| Lunch Coupon                        | 18,000        | 1,500            | 18,000           |
| Residential Telephone Reimbursement | -             | -                | -                |
| PF (Employer's Contribution)        |               | 2,600            | 31,200           |
| Gratuity                            |               | 1,053            | 12,636           |
| <b>Fixed Compensation</b>           |               | <b>54,167</b>    | <b>3,50,000</b>  |
| Insurance                           |               | 2,667            | 32,000           |
| <b>STI</b>                          |               |                  | <b>60,600</b>    |
| <b>Total Compensation</b>           |               |                  | <b>500000</b>    |

**Note:**

FBP Component can be Zero or Maximum provided in the each row of FBP section.  
FBP Component can be changed three times a year before December of each year as per finance guidelines





## Letter of Intent

**CMR University, Bagalur Campus.**

Dear Aayush Tirmalle,

We are pleased to inform you that you have been provisionally short-listed for employment as **"Software Engineer Trainee"**.

During the training period you will be entitled for a stipend of Rs.15000/-pm for the period of 6 months and on successful completion of your training you will be paid a salary of Rs. 400000 Lac per annum.

You are required to sign a service agreement for a period of 2 years before the start of training programme.

We will keep you posted with respect to the start of the training program at the Hexaware office in Siruseri, Chennai for your development as a Maverick. Before joining Hexaware and commencement of your training program, you will undergo the Early Intervention Program (EIP) to be conducted by Hexavarsity, our Corporate University.

You will receive a formal letter of appointment (on probation basis) with all the terms and conditions post joining the organisation.

As a token of your acceptance, that you have read and understood this Letter of Intent, please send in your confirmation to [campusconnect@hexaware.com](mailto:campusconnect@hexaware.com) confirming your interest in joining Hexaware.

Yours faithfully,

For **HEXWARE TECHNOLOGIES LIMITED**

A handwritten signature in black ink that reads 'Monica Mathur'.

Monica Mathur  
Vice President, Recruitment-India & APAC



**HEXWARE TECHNOLOGIES LTD.**

Regd. office: Bldg No. 152, Millennium Business Park, Sector - III, 'A' Block, TTC Industrial Area, Mahape,  
Navi Mumbai, 400710, Tel. : +91 22 6791 9595, Fax : +91 22 6791 9500  
(CIN) : L72900MH1992PLC069662 URL: [www.hexaware.com](http://www.hexaware.com)



## Letter of Intent

**CMR University, Bagalur Campus.**

Dear Ankush Rai,

We are pleased to inform you that you have been provisionally short-listed for employment as **"Software Engineer Trainee"**.

During the training period you will be entitled for a stipend of Rs.15000/-pm for the period of 6 months and on successful completion of your training you will be paid a salary of Rs. 400000 Lac per annum.

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Yours faithfully,

For **HEXWARE TECHNOLOGIES LIMITED**

A handwritten signature in black ink that reads 'Monica Mathur'.

Monica Mathur  
Vice President, Recruitment-India & APAC



### HEXWARE TECHNOLOGIES LTD.

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(CIN) : L72900MH1992PLC069662 URL: [www.hexaware.com](http://www.hexaware.com)



## Letter of Intent

**CMR University, Bagalur Campus.**

Dear Bhavana Joshi,

We are pleased to inform you that you have been provisionally short-listed for employment as **"Software Engineer Trainee"**.

During the training period you will be entitled for a stipend of Rs.15000/-pm for the period of 6 months and on successful completion of your training you will be paid a salary of Rs. 400000 Lac per annum.

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Yours faithfully,

For **HEXAWARE TECHNOLOGIES LIMITED**

A handwritten signature in black ink that reads 'Monica Mathur'.

Monica Mathur  
Vice President, Recruitment-India & APAC



### HEXAWARE TECHNOLOGIES LTD.

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(CIN) : L72900MH1992PLC069662 URL: [www.hexaware.com](http://www.hexaware.com)



## Letter of Intent

**CMR University, Bagalur Campus.**

Dear Bontha Kalyan Reddy,

We are pleased to inform you that you have been provisionally short-listed for employment as **"Software Engineer Trainee"**.

During the training period you will be entitled for a stipend of Rs.15000/-pm for the period of 6 months and on successful completion of your training you will be paid a salary of Rs. 400000 Lac per annum.

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Yours faithfully,

For **HEXWARE TECHNOLOGIES LIMITED**

A handwritten signature in black ink that reads 'Monica Mathur'.

Monica Mathur  
Vice President, Recruitment-India & APAC



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(CIN) : L72900MH1992PLC069662 URL: [www.hexaware.com](http://www.hexaware.com)



## Letter of Intent

**CMR University, Bagalur Campus.**

Dear Brinda Ramesh,

We are pleased to inform you that you have been provisionally short-listed for employment as **"Software Engineer Trainee"**.

During the training period you will be entitled for a stipend of Rs.15000/-pm for the period of 6 months and on successful completion of your training you will be paid a salary of Rs. 400000 Lac per annum.

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Yours faithfully,

For **HEXWARE TECHNOLOGIES LIMITED**

A handwritten signature in black ink that reads 'Monica Mathur'.

Monica Mathur  
Vice President, Recruitment-India & APAC



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(CIN) : L72900MH1992PLC069662 URL: [www.hexaware.com](http://www.hexaware.com)



## Letter of Intent

**CMR University, Bagalur Campus.**

Dear Dandu Sai Mouli Sai,

We are pleased to inform you that you have been provisionally short-listed for employment as **"Software Engineer Trainee"**.

During the training period you will be entitled for a stipend of Rs.15000/-pm for the period of 6 months and on successful completion of your training you will be paid a salary of Rs. 400000 Lac per annum.

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Monica Mathur  
Vice President, Recruitment-India & APAC



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(CIN) : L72900MH1992PLC069662 URL: [www.hexaware.com](http://www.hexaware.com)



## Letter of Intent

**CMR University, Bagalur Campus.**

Dear Dimple V,

We are pleased to inform you that you have been provisionally short-listed for employment as **"Software Engineer Trainee"**.

During the training period you will be entitled for a stipend of Rs.15000/-pm for the period of 6 months and on successful completion of your training you will be paid a salary of Rs. 400000 Lac per annum.

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You will receive a formal letter of appointment (on probation basis) with all the terms and conditions post joining the organisation.

As a token of your acceptance, that you have read and understood this Letter of Intent, please send in your confirmation to [campusconnect@hexaware.com](mailto:campusconnect@hexaware.com) confirming your interest in joining Hexaware.

Yours faithfully,

For **HEXWARE TECHNOLOGIES LIMITED**

A handwritten signature in black ink that reads 'Monica Mathur'.

Monica Mathur  
Vice President, Recruitment-India & APAC



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## Letter of Intent

**CMR University, Bagalur Campus.**

Dear Harsha Vardhan Reddy MD,

We are pleased to inform you that you have been provisionally short-listed for employment as **"Software Engineer Trainee"**.

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## Letter of Intent

**CMR University, Bagalur Campus.**

Dear Hemalatha R S,

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## Letter of Intent

**CMR University, Bagalur Campus.**

Dear Mounisha M,

We are pleased to inform you that you have been provisionally short-listed for employment as **"Software Engineer Trainee"**.

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Monica Mathur  
Vice President, Recruitment-India & APAC



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## Letter of Intent

**CMR University, Bagalur Campus.**

Dear NIRMIT RIYA,

We are pleased to inform you that you have been provisionally short-listed for employment as **"Software Engineer Trainee"**.

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## Letter of Intent

**CMR University, Bagalur Campus.**

Dear PAVAN KUMAR K,

We are pleased to inform you that you have been provisionally short-listed for employment as **"Software Engineer Trainee"**.

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## Letter of Intent

**CMR University, Bagalur Campus.**

Dear PIYUSH PARIMAL P SINGH,

We are pleased to inform you that you have been provisionally short-listed for employment as **"Software Engineer Trainee"**.

During the training period you will be entitled for a stipend of Rs.15000/-pm for the period of 6 months and on successful completion of your training you will be paid a salary of Rs. 400000 Lac per annum.

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## Letter of Intent

**CMR University, Bagalur Campus.**

Dear Piyush Singh,

We are pleased to inform you that you have been provisionally short-listed for employment as **"Software Engineer Trainee"**.

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## Letter of Intent

**CMR University, Bagalur Campus.**

Dear POTHAMMAL HEMALATHA REDDY,

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## Letter of Intent

**CMR University, Bagalur Campus.**

Dear Raffai,

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## Letter of Intent

**CMR University, Bagalur Campus.**

Dear Shaik Asma Zabi,

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## Letter of Intent

**CMR University, Bagalur Campus.**

Dear Shreekar Kulkarni,

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## Letter of Intent

**CMR University, Bagalur Campus.**

Dear Shreyas N,

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## Letter of Intent

**CMR University, Bagalur Campus.**

Dear NIVEDITHA H R,

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## Letter of Intent

**CMR University, Bagalur Campus.**

Dear PRADEEP IRABHADRAYYA HIREMATH,

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## Letter of Intent

**CMR University, Bagalur Campus.**

Dear Satendar Singh,

We are pleased to inform you that you have been provisionally short-listed for employment as **"Software Engineer Trainee"**.

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**HEY**

#921, Lakshmi Towers, Level 2, 5<sup>th</sup> Main Road,  
Sector 7, HSR Layout, Bangalore – 560102. Karnataka, India.

---

**Ref No: DSIP/AD/HR/CIOL/2021/003**

**7 April 2022**

**Lakshmi Thara M S  
Babusaplya,  
Kalyan Nagar,  
Bangalore- 560043**

**Sub: - OFFER LETTER**

With reference to the discussion, we had with you on **5<sup>th</sup> April, 2022** we are pleased to offer you Internship with the stipend of **Rs.10,000/month With PPO 300000** in our company.

Your internship for **6** months would be commencing from **3<sup>rd</sup> May,2022** and we expect you to join us on the date, beyond which the Internship offer would stand withdrawn, unless a new date is agreed to, by us in writing.

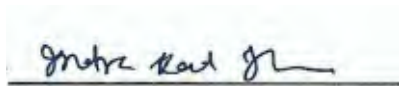
On the date of your joining, you may please bring along the following documents:

1. Copies of certificates/ diplomas / degrees of educational qualifications. (Std. X, Std. XII, Graduation and postgraduation).
2. Aadhar Card
3. PAN Card

Your appointment will be subject to verification of references.

We welcome you to the Deevia Family as we look forward to your joining for a long, successful and mutually beneficial association.

Please sign the copy and send us a scan of this letter as a token of acceptance of the same.

A handwritten signature in black ink, appearing to read 'Indrakant Thakur', is positioned above a horizontal line.

\_\_\_\_\_  
Indrakant Thakur  
Vivek Jangir S

Managing Director



**HEY**

#921, Lakshmi Towers, Level 2, 5<sup>th</sup> Main Road,  
Sector 7, HSR Layout, Bangalore – 560102. Karnataka, India.

---

**Ref No: DSIP/AD/HR/CIOL/2021/003**

**7 April 2022**

**Sejal Bajargan**  
**Kalkere,**  
**Bangalore- 560043**

**Sub: - OFFER LETTER**

With reference to the discussion, we had with you on **5<sup>th</sup> April, 2022** we are pleased to offer you Internship with the stipend of **Rs.10,000/month With PPO 300000** in our company.

Your internship for **6** months would be commencing from **3<sup>rd</sup> May,2022** and we expect you to join us on the date, beyond which the Internship offer would stand withdrawn, unless a new date is agreed to, by us in writing.

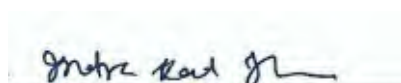
On the date of your joining, you may please bring along the following documents:

1. Copies of certificates/ diplomas / degrees of educational qualifications. (Std. X, Std. XII, Graduation and postgraduation).
2. Aadhar Card
3. PAN Card

Your appointment will be subject to verification of references.

We welcome you to the Deevia Family as we look forward to your joining for a long, successful and mutually beneficial association.

Please sign the copy and send us a scan of this letter as a token of acceptance of the same.



**Indrakant Thakur**

**Managing Director**

---

**Vivek Jangir S**

**Dear D.NIVEDITHA,**

With reference to your application and subsequent interviews you had with us, we are pleased to extend an offer of employment to you as **Software Engineer** in **Hitachi Solutions India Pvt. Ltd., ("HSIN" or "Company")**.

As an employee of HSIN, you shall perform your assigned duties and shall maintain the confidentiality of the work assigned to you. We are looking forward to having you as a member of our team as we believe that the success of HSIN will depend, above all, on the quality of its people. You are required to join on or before **July-2023, however the exact date of joining will be intimated to you later.**

Your compensation plan is as per **Annexure A.**

During your employment with the Company, your performance will be kept under review and your employment may be terminated by you or the Company by giving the other party 90 days' prior notice in writing.

The Company also reserves the right to terminate/take appropriate action on your employment by giving 7 days' notice if a Discrepancy report is generated from the Background Verification Agency verifying your Personal & Professional records.

To confirm your acceptance of this offer, you are required to:

- Respond via email to communicate acceptance of the offer and to confirm your joining date on or before the Close of Business hours of **20-Aug-2022.**
- **If you fail to accept the offer from HSIN as specified above, it will be construed that you are not interested in this offer for employment, and this offer automatically stands withdrawn.**

Please note that you should report to our **Bangalore** office at 10:00 AM IST. At the time of joining, Further, please carry the following documents:

- 1 photographs of self (passport sized, color photos with a white background)
- Education degree certificate and all year mark sheets from SSC to the highest degree attained. Photocopies should include both front and back sides of certificate.
- Offer, Service & Relieving letters from your previous employers (Last 3 employments).
- Proof of identity, any one of the following documents: passport, driving license, and voter's identification card or PAN card.
- Copy of Aadhar Card (Mandatory document).

- Copy of Passport - if you do not have a passport then kindly apply for a passport immediately and carry the acknowledgement on the day of your joining.
- If you have stated in your application to Hitachi Solutions that you are differently abled, please bring the disability certificate as per the prescribed format, duly filed & signed.
- If you have ever changed your name at any point of time, and for any reason whatsoever, please bring supporting documents for the same.
- **All Original documents for verification.**  
*Please note that all the above specified documents are mandatory, and you will not be allowed to join HSIN without them.*

**Please confirm your acceptance of this offer by signing and returning this letter by or before 20-Aug-2022.**

On joining and successful completion of joining formalities, you will be issued a Letter of Appointment by HSIN.

In the event of any inconsistency between the Appointment Letter and the Offer Letter signed and accepted by the Employee, the terms of the Appointment Letter shall supersede the Offer Letter to the extent of such inconsistency.

We look forward to having you in our global team!

With Best Regards

**For Hitachi Solutions India Pvt Ltd**



**Hitendra Singh**  
**Vice President - Human Resources**

I hereby accept the job offer for the position of **Software Engineer** with Hitachi Solutions India Pvt. Ltd., I have read the terms and conditions and accept it.

**Candidate Signature:** \_\_\_\_\_

**Candidate Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

Aadhaar eSigned by Megha S, Email: megha.s@cmr.edu.in, Date: 18-Aug-2022 10:01 AM +05:30, DocID: a8a764e6-2db0-4df5-9a2b-a25dab9100ec:-

### Annexure A

| <b>COMPENSATION STRUCTURE :<br/>D.NIVEDITHA</b>                                                                                                      |                          |                         |
|------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|-------------------------|
| <b>TITLE: Software Engineer</b>                                                                                                                      | <b>BAND:</b>             | <b>L0</b>               |
|                                                                                                                                                      | <b>Monthly<br/>(INR)</b> | <b>Annual<br/>(INR)</b> |
| <b>Fixed Salary (A)</b>                                                                                                                              |                          |                         |
| Basic Salary                                                                                                                                         | 22000                    | 264000                  |
| House Rent Allowance                                                                                                                                 | 11000                    | 132000                  |
| Retaining Allowance                                                                                                                                  | 6552                     | 78628                   |
| <b>Total Monthly Salary (A)</b>                                                                                                                      | <b>39552</b>             | <b>474628</b>           |
| <b>Other Annual Fixed Non-Cash Components (B)</b>                                                                                                    |                          |                         |
| Provident Fund                                                                                                                                       |                          | 31680                   |
| Group Medical Insurance                                                                                                                              |                          | 31000                   |
| Gratuity                                                                                                                                             |                          | 12692                   |
| <b>Total Components (B)</b>                                                                                                                          |                          | <b>75372</b>            |
| <b>Gross Cost to Company (A+B)</b>                                                                                                                   |                          | <b>550000</b>           |
| <i><b>Your compensation details are strictly confidential, and should not be discussed with anyone other than your reporting manager and HR.</b></i> |                          |                         |

Dear **DANDU SAI MOULI**,

With reference to your application and subsequent interviews you had with us, we are pleased to extend an offer of employment to you as **Software Engineer** in **Hitachi Solutions India Pvt. Ltd., ("HSIN" or "Company")**.

As an employee of HSIN, you shall perform your assigned duties and shall maintain the confidentiality of the work assigned to you. We are looking forward to having you as a member of our team as we believe that the success of HSIN will depend, above all, on the quality of its people. You are required to join on or before **July-2023, however the exact date of joining will be intimated to you later.**

Your compensation plan is as per **Annexure A**.

During your employment with the Company, your performance will be kept under review and your employment may be terminated by you or the Company by giving the other party 90 days' prior notice in writing.

The Company also reserves the right to terminate/take appropriate action on your employment by giving 7 days' notice if a Discrepancy report is generated from the Background Verification Agency verifying your Personal & Professional records.

To confirm your acceptance of this offer, you are required to:

- Respond via email to communicate acceptance of the offer and to confirm your joining date on or before the Close of Business hours of **20-Aug-2022**.
- **If you fail to accept the offer from HSIN as specified above, it will be construed that you are not interested in this offer for employment, and this offer automatically stands withdrawn.**

Please note that you should report to our **Bangalore** office at 10:00 AM IST. At the time of joining, Further, please carry the following documents:

- 1 photographs of self (passport sized, color photos with a white background)
- Education degree certificate and all year mark sheets from SSC to the highest degree attained. Photocopies should include both front and back sides of certificate.
- Offer, Service & Relieving letters from your previous employers (Last 3 employments).
- Proof of identity, any one of the following documents: passport, driving license, and voter's identification card or PAN card.
- Copy of Aadhar Card (Mandatory document).

- Copy of Passport - if you do not have a passport then kindly apply for a passport immediately and carry the acknowledgement on the day of your joining.
- If you have stated in your application to Hitachi Solutions that you are differently abled, please bring the disability certificate as per the prescribed format, duly filed & signed.
- If you have ever changed your name at any point of time, and for any reason whatsoever, please bring supporting documents for the same.
- **All Original documents for verification.**  
*Please note that all the above specified documents are mandatory, and you will not be allowed to join HSIN without them.*

**Please confirm your acceptance of this offer by signing and returning this letter by or before 20-Aug-2022.**

On joining and successful completion of joining formalities, you will be issued a Letter of Appointment by HSIN.

In the event of any inconsistency between the Appointment Letter and the Offer Letter signed and accepted by the Employee, the terms of the Appointment Letter shall supersede the Offer Letter to the extent of such inconsistency.

We look forward to having you in our global team!

With Best Regards

**For Hitachi Solutions India Pvt Ltd**



**Hitendra Singh**  
**Vice President - Human Resources**

I hereby accept the job offer for the position of **Software Engineer** with Hitachi Solutions India Pvt. Ltd., I have read the terms and conditions and accept it.

**Candidate Signature:** \_\_\_\_\_

**Candidate Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

Aadhaar eSigned by Megha S, Email: megha.s@cmr.edu.in, Date: 18-Aug-2022 10:01 AM +05:30, DocID: a8a764e6-2db0-4df5-9a2b-a25dab9100ec:-

### Annexure A

| <b>COMPENSATION STRUCTURE : DANDU<br/>SAI MOULI</b>                                                                                                  |                          |                         |
|------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|-------------------------|
| <b>TITLE: Software Engineer</b>                                                                                                                      | <b>BAND:</b>             | <b>L0</b>               |
|                                                                                                                                                      | <b>Monthly<br/>(INR)</b> | <b>Annual<br/>(INR)</b> |
| <b>Fixed Salary (A)</b>                                                                                                                              |                          |                         |
| Basic Salary                                                                                                                                         | 22000                    | 264000                  |
| House Rent Allowance                                                                                                                                 | 11000                    | 132000                  |
| Retaining Allowance                                                                                                                                  | 6552                     | 78628                   |
| <b>Total Monthly Salary (A)</b>                                                                                                                      | <b>39552</b>             | <b>474628</b>           |
| <b>Other Annual Fixed Non-Cash Components (B)</b>                                                                                                    |                          |                         |
| Provident Fund                                                                                                                                       |                          | 31680                   |
| Group Medical Insurance                                                                                                                              |                          | 31000                   |
| Gratuity                                                                                                                                             |                          | 12692                   |
| <b>Total Components (B)</b>                                                                                                                          |                          | <b>75372</b>            |
| <b>Gross Cost to Company (A+B)</b>                                                                                                                   |                          | <b>550000</b>           |
| <i><b>Your compensation details are strictly confidential, and should not be discussed with anyone other than your reporting manager and HR.</b></i> |                          |                         |



**Dear Mohit Parashar,**

With reference to your application and subsequent interviews you had with us, we are pleased to extend an offer of employment to you as **Software Engineer** in **Hitachi Solutions India Pvt. Ltd., ("HSIN" or "Company")**.

As an employee of HSIN, you shall perform your assigned duties and shall maintain the confidentiality of the work assigned to you. We are looking forward to having you as a member of our team as we believe that the success of HSIN will depend, above all, on the quality of its people. You are required to join on or before **July-2023, however the exact date of joining will be intimated to you later.**

Your compensation plan is as per **Annexure A.**

During your employment with the Company, your performance will be kept under review and your employment may be terminated by you or the Company by giving the other party 90 days' prior notice in writing.

The Company also reserves the right to terminate/take appropriate action on your employment by giving 7 days' notice if a Discrepancy report is generated from the Background Verification Agency verifying your Personal & Professional records.

To confirm your acceptance of this offer, you are required to:

- Respond via email to communicate acceptance of the offer and to confirm your joining date on or before the Close of Business hours of **20-Aug-2022.**
- **If you fail to accept the offer from HSIN as specified above, it will be construed that you are not interested in this offer for employment, and this offer automatically stands withdrawn.**

Please note that you should report to our **Bangalore** office at 10:00 AM IST. At the time of joining, Further, please carry the following documents:

- 1 photographs of self (passport sized, color photos with a white background)
- Education degree certificate and all year mark sheets from SSC to the highest degree attained. Photocopies should include both front and back sides of certificate.
- Offer, Service & Relieving letters from your previous employers (Last 3 employments).
- Proof of identity, any one of the following documents: passport, driving license, and voter's identification card or PAN card.
- Copy of Aadhar Card (Mandatory document).

- Copy of Passport - if you do not have a passport then kindly apply for a passport immediately and carry the acknowledgement on the day of your joining.
- If you have stated in your application to Hitachi Solutions that you are differently abled, please bring the disability certificate as per the prescribed format, duly filed & signed.
- If you have ever changed your name at any point of time, and for any reason whatsoever, please bring supporting documents for the same.
- **All Original documents for verification.**  
*Please note that all the above specified documents are mandatory, and you will not be allowed to join HSIN without them.*

**Please confirm your acceptance of this offer by signing and returning this letter by or before 20-Aug-2022.**

On joining and successful completion of joining formalities, you will be issued a Letter of Appointment by HSIN.

In the event of any inconsistency between the Appointment Letter and the Offer Letter signed and accepted by the Employee, the terms of the Appointment Letter shall supersede the Offer Letter to the extent of such inconsistency.

We look forward to having you in our global team!

With Best Regards

**For Hitachi Solutions India Pvt Ltd**



**Hitendra Singh**  
**Vice President - Human Resources**

I hereby accept the job offer for the position of **Software Engineer** with Hitachi Solutions India Pvt. Ltd., I have read the terms and conditions and accept it.

**Candidate Signature:** \_\_\_\_\_

**Candidate Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

Aadhaar eSigned by Megha S, Email: megha.s@cmr.edu.in, Date: 18-Aug-2022 10:01 AM +05:30, DocID: a8a764e6-2db0-4df5-9a2b-a25dab9100ec:-

### Annexure A

| <b>COMPENSATION STRUCTURE : Mohit Parashar</b>                                                                                                       |                      |                     |
|------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|---------------------|
| <b>TITLE: Software Engineer</b>                                                                                                                      | <b>BAND:</b>         | <b>L0</b>           |
|                                                                                                                                                      | <b>Monthly (INR)</b> | <b>Annual (INR)</b> |
| <b>Fixed Salary (A)</b>                                                                                                                              |                      |                     |
| Basic Salary                                                                                                                                         | 22000                | 264000              |
| House Rent Allowance                                                                                                                                 | 11000                | 132000              |
| Retaining Allowance                                                                                                                                  | 6552                 | 78628               |
| <b>Total Monthly Salary (A)</b>                                                                                                                      | <b>39552</b>         | <b>474628</b>       |
| <b>Other Annual Fixed Non-Cash Components (B)</b>                                                                                                    |                      |                     |
| Provident Fund                                                                                                                                       |                      | 31680               |
| Group Medical Insurance                                                                                                                              |                      | 31000               |
| Gratuity                                                                                                                                             |                      | 12692               |
| <b>Total Components (B)</b>                                                                                                                          |                      | <b>75372</b>        |
| <b>Gross Cost to Company (A+B)</b>                                                                                                                   |                      | <b>550000</b>       |
| <i><b>Your compensation details are strictly confidential, and should not be discussed with anyone other than your reporting manager and HR.</b></i> |                      |                     |

**Dear Nameeth S,**

With reference to your application and subsequent interviews you had with us, we are pleased to extend an offer of employment to you as **Software Engineer** in **Hitachi Solutions India Pvt. Ltd., ("HSIN" or "Company")**.

As an employee of HSIN, you shall perform your assigned duties and shall maintain the confidentiality of the work assigned to you. We are looking forward to having you as a member of our team as we believe that the success of HSIN will depend, above all, on the quality of its people. You are required to join on or before **July-2023, however the exact date of joining will be intimated to you later.**

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To confirm your acceptance of this offer, you are required to:

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- Offer, Service & Relieving letters from your previous employers (Last 3 employments).
- Proof of identity, any one of the following documents: passport, driving license, and voter's identification card or PAN card.
- Copy of Aadhar Card (Mandatory document).

- Copy of Passport - if you do not have a passport then kindly apply for a passport immediately and carry the acknowledgement on the day of your joining.
- If you have stated in your application to Hitachi Solutions that you are differently abled, please bring the disability certificate as per the prescribed format, duly filed & signed.
- If you have ever changed your name at any point of time, and for any reason whatsoever, please bring supporting documents for the same.

- **All Original documents for verification.**

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**Please confirm your acceptance of this offer by signing and returning this letter by or before 20-Aug-2022.**

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In the event of any inconsistency between the Appointment Letter and the Offer Letter signed and accepted by the Employee, the terms of the Appointment Letter shall supersede the Offer Letter to the extent of such inconsistency.

We look forward to having you in our global team!

With Best Regards

**For Hitachi Solutions India Pvt Ltd**



**Hitendra Singh**  
**Vice President - Human Resources**

I hereby accept the job offer for the position of **Software Engineer** with Hitachi Solutions India Pvt. Ltd., I have read the terms and conditions and accept it.

**Candidate Signature:** \_\_\_\_\_

**Candidate Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

Aadhaar eSigned by Megha S, Email: megha.s@cmr.edu.in, Date: 18-Aug-2022 10:01 AM +05:30, DocID: a8a764e6-2db0-4df5-9a2b-a25dab9100ec:-

### Annexure A

| <b>COMPENSATION STRUCTURE :</b>                                                                                                                      |                      |                     |
|------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|---------------------|
| <b>Nameeth S</b>                                                                                                                                     |                      |                     |
| <b>TITLE: Software Engineer</b>                                                                                                                      | <b>BAND:</b>         | <b>L0</b>           |
|                                                                                                                                                      | <b>Monthly (INR)</b> | <b>Annual (INR)</b> |
| <b>Fixed Salary (A)</b>                                                                                                                              |                      |                     |
| Basic Salary                                                                                                                                         | 22000                | 264000              |
| House Rent Allowance                                                                                                                                 | 11000                | 132000              |
| Retaining Allowance                                                                                                                                  | 6552                 | 78628               |
| <b>Total Monthly Salary (A)</b>                                                                                                                      | <b>39552</b>         | <b>474628</b>       |
| <b>Other Annual Fixed Non-Cash Components (B)</b>                                                                                                    |                      |                     |
| Provident Fund                                                                                                                                       |                      | 31680               |
| Group Medical Insurance                                                                                                                              |                      | 31000               |
| Gratuity                                                                                                                                             |                      | 12692               |
| <b>Total Components (B)</b>                                                                                                                          |                      | <b>75372</b>        |
| <b>Gross Cost to Company (A+B)</b>                                                                                                                   |                      | <b>550000</b>       |
| <i><b>Your compensation details are strictly confidential, and should not be discussed with anyone other than your reporting manager and HR.</b></i> |                      |                     |

Dear **PRANISH RAJ G,**

With reference to your application and subsequent interviews you had with us, we are pleased to extend an offer of employment to you as **Software Engineer** in **Hitachi Solutions India Pvt. Ltd., ("HSIN" or "Company")**.

As an employee of HSIN, you shall perform your assigned duties and shall maintain the confidentiality of the work assigned to you. We are looking forward to having you as a member of our team as we believe that the success of HSIN will depend, above all, on the quality of its people. You are required to join on or before **July-2023, however the exact date of joining will be intimated to you later.**

Your compensation plan is as per **Annexure A.**

During your employment with the Company, your performance will be kept under review and your employment may be terminated by you or the Company by giving the other party 90 days' prior notice in writing.

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To confirm your acceptance of this offer, you are required to:

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Please note that you should report to our **Bangalore** office at 10:00 AM IST. At the time of joining, Further, please carry the following documents:

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- Education degree certificate and all year mark sheets from SSC to the highest degree attained. Photocopies should include both front and back sides of certificate.
- Offer, Service & Relieving letters from your previous employers (Last 3 employments).
- Proof of identity, any one of the following documents: passport, driving license, and voter's identification card or PAN card.
- Copy of Aadhar Card (Mandatory document).

- Copy of Passport - if you do not have a passport then kindly apply for a passport immediately and carry the acknowledgement on the day of your joining.
- If you have stated in your application to Hitachi Solutions that you are differently abled, please bring the disability certificate as per the prescribed format, duly filed & signed.
- If you have ever changed your name at any point of time, and for any reason whatsoever, please bring supporting documents for the same.
- **All Original documents for verification.**  
*Please note that all the above specified documents are mandatory, and you will not be allowed to join HSIN without them.*

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On joining and successful completion of joining formalities, you will be issued a Letter of Appointment by HSIN.

In the event of any inconsistency between the Appointment Letter and the Offer Letter signed and accepted by the Employee, the terms of the Appointment Letter shall supersede the Offer Letter to the extent of such inconsistency.

We look forward to having you in our global team!

With Best Regards

**For Hitachi Solutions India Pvt Ltd**



**Hitendra Singh**  
**Vice President - Human Resources**

I hereby accept the job offer for the position of **Software Engineer** with Hitachi Solutions India Pvt. Ltd., I have read the terms and conditions and accept it.

**Candidate Signature:** \_\_\_\_\_

**Candidate Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

Aadhaar eSigned by Megha S, Email: megha.s@cmr.edu.in, Date: 18-Aug-2022 10:01 AM +05:30, DocID: a8a764e6-2db0-4df5-9a2b-a25dab9100ec:-



### Annexure A

| <b>COMPENSATION STRUCTURE :<br/>PRANISH RAJ G</b>                                                                                                    |                          |                         |
|------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|-------------------------|
| <b>TITLE: Software Engineer</b>                                                                                                                      | <b>BAND:</b>             | <b>L0</b>               |
|                                                                                                                                                      | <b>Monthly<br/>(INR)</b> | <b>Annual<br/>(INR)</b> |
| <b>Fixed Salary (A)</b>                                                                                                                              |                          |                         |
| Basic Salary                                                                                                                                         | 22000                    | 264000                  |
| House Rent Allowance                                                                                                                                 | 11000                    | 132000                  |
| Retaining Allowance                                                                                                                                  | 6552                     | 78628                   |
| <b>Total Monthly Salary (A)</b>                                                                                                                      | <b>39552</b>             | <b>474628</b>           |
| <b>Other Annual Fixed Non-Cash Components (B)</b>                                                                                                    |                          |                         |
| Provident Fund                                                                                                                                       |                          | 31680                   |
| Group Medical Insurance                                                                                                                              |                          | 31000                   |
| Gratuity                                                                                                                                             |                          | 12692                   |
| <b>Total Components (B)</b>                                                                                                                          |                          | <b>75372</b>            |
| <b>Gross Cost to Company (A+B)</b>                                                                                                                   |                          | <b>550000</b>           |
| <i><b>Your compensation details are strictly confidential, and should not be discussed with anyone other than your reporting manager and HR.</b></i> |                          |                         |

**Dear R SANKET,**

With reference to your application and subsequent interviews you had with us, we are pleased to extend an offer of employment to you as **Software Engineer** in **Hitachi Solutions India Pvt. Ltd., ("HSIN" or "Company")**.

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- If you have stated in your application to Hitachi Solutions that you are differently abled, please bring the disability certificate as per the prescribed format, duly filed & signed.
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We look forward to having you in our global team!

With Best Regards

**For Hitachi Solutions India Pvt Ltd**



**Hitendra Singh**  
**Vice President - Human Resources**

I hereby accept the job offer for the position of **Software Engineer** with Hitachi Solutions India Pvt. Ltd., I have read the terms and conditions and accept it.

**Candidate Signature:** \_\_\_\_\_

**Candidate Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

Aadhaar eSigned by Megha S, Email: megha.s@cmr.edu.in, Date: 18-Aug-2022 10:01 AM +05:30, DocID: a8a764e6-2db0-4df5-9a2b-a25dab9100ec:-

### Annexure A

| <b>COMPENSATION STRUCTURE : R<br/>SANKET</b>                                                                                                         |                          |                         |
|------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|-------------------------|
| <b>TITLE: Software Engineer</b>                                                                                                                      | <b>BAND:</b>             | <b>L0</b>               |
|                                                                                                                                                      | <b>Monthly<br/>(INR)</b> | <b>Annual<br/>(INR)</b> |
| <b>Fixed Salary (A)</b>                                                                                                                              |                          |                         |
| Basic Salary                                                                                                                                         | 22000                    | 264000                  |
| House Rent Allowance                                                                                                                                 | 11000                    | 132000                  |
| Retaining Allowance                                                                                                                                  | 6552                     | 78628                   |
| <b>Total Monthly Salary (A)</b>                                                                                                                      | <b>39552</b>             | <b>474628</b>           |
| <b>Other Annual Fixed Non-Cash Components (B)</b>                                                                                                    |                          |                         |
| Provident Fund                                                                                                                                       |                          | 31680                   |
| Group Medical Insurance                                                                                                                              |                          | 31000                   |
| Gratuity                                                                                                                                             |                          | 12692                   |
| <b>Total Components (B)</b>                                                                                                                          |                          | <b>75372</b>            |
| <b>Gross Cost to Company (A+B)</b>                                                                                                                   |                          | <b>550000</b>           |
| <i><b>Your compensation details are strictly confidential, and should not be discussed with anyone other than your reporting manager and HR.</b></i> |                          |                         |

**Dear RAFFAI SHABUDDIN,**

With reference to your application and subsequent interviews you had with us, we are pleased to extend an offer of employment to you as **Software Engineer** in **Hitachi Solutions India Pvt. Ltd., ("HSIN" or "Company")**.

As an employee of HSIN, you shall perform your assigned duties and shall maintain the confidentiality of the work assigned to you. We are looking forward to having you as a member of our team as we believe that the success of HSIN will depend, above all, on the quality of its people. You are required to join on or before **July-2023, however the exact date of joining will be intimated to you later.**

Your compensation plan is as per **Annexure A.**

During your employment with the Company, your performance will be kept under review and your employment may be terminated by you or the Company by giving the other party 90 days' prior notice in writing.

The Company also reserves the right to terminate/take appropriate action on your employment by giving 7 days' notice if a Discrepancy report is generated from the Background Verification Agency verifying your Personal & Professional records.

To confirm your acceptance of this offer, you are required to:

- Respond via email to communicate acceptance of the offer and to confirm your joining date on or before the Close of Business hours of **20-Aug-2022.**
- **If you fail to accept the offer from HSIN as specified above, it will be construed that you are not interested in this offer for employment, and this offer automatically stands withdrawn.**

Please note that you should report to our **Bangalore** office at 10:00 AM IST. At the time of joining, Further, please carry the following documents:

- 1 photographs of self (passport sized, color photos with a white background)
- Education degree certificate and all year mark sheets from SSC to the highest degree attained. Photocopies should include both front and back sides of certificate.
- Offer, Service & Relieving letters from your previous employers (Last 3 employments).
- Proof of identity, any one of the following documents: passport, driving license, and voter's identification card or PAN card.
- Copy of Aadhar Card (Mandatory document).

- Copy of Passport - if you do not have a passport then kindly apply for a passport immediately and carry the acknowledgement on the day of your joining.
- If you have stated in your application to Hitachi Solutions that you are differently abled, please bring the disability certificate as per the prescribed format, duly filed & signed.
- If you have ever changed your name at any point of time, and for any reason whatsoever, please bring supporting documents for the same.
- **All Original documents for verification.**  
*Please note that all the above specified documents are mandatory, and you will not be allowed to join HSIN without them.*

**Please confirm your acceptance of this offer by signing and returning this letter by or before 20-Aug-2022.**

On joining and successful completion of joining formalities, you will be issued a Letter of Appointment by HSIN.

In the event of any inconsistency between the Appointment Letter and the Offer Letter signed and accepted by the Employee, the terms of the Appointment Letter shall supersede the Offer Letter to the extent of such inconsistency.

We look forward to having you in our global team!

With Best Regards

**For Hitachi Solutions India Pvt Ltd**



**Hitendra Singh**  
**Vice President - Human Resources**

I hereby accept the job offer for the position of **Software Engineer** with Hitachi Solutions India Pvt. Ltd., I have read the terms and conditions and accept it.

**Candidate Signature:** \_\_\_\_\_

**Candidate Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

Aadhaar eSigned by Megha S, Email: megha.s@cmr.edu.in, Date: 18-Aug-2022 10:01 AM +05:30, DocID: a8a764e6-2db0-4df5-9a2b-a25dab9100ec:-

### Annexure A

| <b>COMPENSATION STRUCTURE : RAFFAI SHABUDDIN</b>                                                                                                     |                      |                     |
|------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|---------------------|
| <b>TITLE: Software Engineer</b>                                                                                                                      | <b>BAND:</b>         | <b>L0</b>           |
|                                                                                                                                                      | <b>Monthly (INR)</b> | <b>Annual (INR)</b> |
| <b>Fixed Salary (A)</b>                                                                                                                              |                      |                     |
| Basic Salary                                                                                                                                         | 22000                | 264000              |
| House Rent Allowance                                                                                                                                 | 11000                | 132000              |
| Retaining Allowance                                                                                                                                  | 6552                 | 78628               |
| <b>Total Monthly Salary (A)</b>                                                                                                                      | <b>39552</b>         | <b>474628</b>       |
| <b>Other Annual Fixed Non-Cash Components (B)</b>                                                                                                    |                      |                     |
| Provident Fund                                                                                                                                       |                      | 31680               |
| Group Medical Insurance                                                                                                                              |                      | 31000               |
| Gratuity                                                                                                                                             |                      | 12692               |
| <b>Total Components (B)</b>                                                                                                                          |                      | <b>75372</b>        |
| <b>Gross Cost to Company (A+B)</b>                                                                                                                   |                      | <b>550000</b>       |
| <i><b>Your compensation details are strictly confidential, and should not be discussed with anyone other than your reporting manager and HR.</b></i> |                      |                     |

**HRUSHIKESH S BHAT**

Dear **HRUSHIKESH S BHAT**

On behalf of CAI Info India Private Ltd., I would like to reconfirm our verbal offer of employment as a "**Jr. Software Engineer**" for an annual CTC of Rs. 3,00,000.00 (Rupees three lakhs thirty thousand) beginning on your anticipated start date, Monday, February 05, 2024. This will be paid to you monthly at the end of each month in increments of Rs. 25,000.00 (gross monthly CTC).

Special Clauses:

- During the period of your employment, the Company may at any time assign or transfer you to any location in the world where the Company/its clients has its establishment. In such an event, you shall be entitled to allowances in accordance with the policies of the Company.
- If you do not have an existing account with ICICI Bank, you will be required to establish one within 2 weeks of your first pay.
- You shall be considered for the next financial review in 2025.

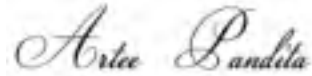
You are required to bring the following documents at the time of reporting for employment: -

- Last updated resume
- Latest passport size photograph
- A copy of Educational Certificates for all years of education and mark cards -
- Copy of passport
- Form 16

Please sign the bottom portion of this letter indicating your acceptance of this position and return the same immediately. You will be issued an appointment letter upon your acceptance of this offer letter.

Thank You and Welcome.

Yours Truly, Accepted By:



**Artee Pandita** \_\_\_\_\_  
**Director-Human Resources**

Divyasree Towers, Floor 5, Guruppanapalya  
Bannerghatta Main Road, Bangalore-560029  
[www.cai.io](http://www.cai.io) [inquire@cai.io](mailto:inquire@cai.io)



Detailed CTC Breakdown:

| Description       | Monthly              | Yearly                 |
|-------------------|----------------------|------------------------|
| Basic             | INR 13,750.00        | INR 1,65,000.00        |
| HRA               | INR 5,500.00         | INR 66,000.00          |
| Conveyance        | INR 300.00           | INR 3,600.00           |
| Medical Allowance | INR 700.00           | INR 8,400.00           |
| Statutory Bonus   | INR 2,500.00         | INR 30,000.00          |
| Provident Fund    | INR 3,300.00         | INR 39,600.00          |
| Gratuity          | INR 661.38           | INR 7,936.50           |
| Special Allowance | INR 788.63           | INR 9,463.50           |
| <b>Total</b>      | <b>INR 25,000.00</b> | <b>INR 3,00,000.00</b> |

Accepted By:

---

Divyasree Towers, Floor 5, Guruppanapalya  
Bannerghatta Main Road, Bangalore-560029  
[www.cai.io](http://www.cai.io) [inquire@cai.io](mailto:inquire@cai.io)

**CAI Info India Private Limited**

080 -45340400

**19<sup>th</sup> October 2022**

**Namitha Suresh  
5/1 5th E Street Dharmaraja Koil  
Street Opp HBP Indian School  
HSR Layout, Bangalore - 560018**

Subject: TRAINEE OFFER LETTER

Dear Namitha Suresh,

We are pleased to offer you placement as a **“Trainee – Analyst”** at the **Bengaluru** office of HSO India Private Limited (the **“Company”**). Your placement as a Trainee – Analyst with the Company will be for a period of 3 (three) months starting from the **5<sup>th</sup> December 2022**. During the period of your placement as a Trainee – Analyst, you will be based at **Bengaluru** reporting to the Associate Director or such other person as the Company may determine from time to time.

You shall be governed by the following terms during the period of your training with the Company:

1. You will be entitled to a monthly stipend of Rs. **12,000/- (Rupees Twelve Thousand only)**, less any applicable deductions and withholdings, during the period of your training as a **“Trainee – Analyst”** with the Company. You shall not be entitled to any other benefits which are available to the employees of the Company during the training period.
2. On successful completion of the training, you will be eligible to obtain a certificate from the Company in respect of successful completion of the training, which shall *inter alia* record the attendance, conduct and quality of work done. The aforesaid certificate shall be in the format prescribed by the Company.
3. Your placement as a **“Trainee – Analyst”** with the Company shall not automatically entitle you to join the services of the Company as an employee and you shall have no claim in respect of the same. Further, during the course of your training with the Company, you shall not represent yourself as being an employee of the Company. However, upon successful completion of your training, the Company may, at its sole and absolute discretion, offer you employment with the Company on such terms and conditions that the Company may deem fit and appropriate.
4. Subject to successful completion of your training as a Trainee – Analyst to the satisfaction of the Company in its sole and absolute discretion and upon securing the requisite certifications as required by the Company, you will be offered employment for the position of Analyst – Business Applications with the Company under an Appointment Letter to be issued to you by the Company. Further, in terms of the Appointment Letter in respect of your possible employment for the position of Analyst

– Business Applications with the Company, you shall be on probation for an initial period of 6 (six) months from the date of the Appointment Letter.

5. You shall during the term of training and during the probation period, devote yourself exclusively to the business of the Company and in particular to the work assigned to you. You will not take up any other employment or work for remuneration (part-time or otherwise) or work in an advisory capacity or be interested directly or indirectly in any other trade or business during the term of training and during the probation period with the Company.
6. During the term of training with the Company, you will not undertake any activity or provide any assistance to any activity, which creates or could create, an actual or perceived conflict of interest, or which in any way compromises your duty of loyalty to the Company.
7. Your work during the term of training with the Company will be subject to the rules and regulations of the Company as laid down in relation to conduct, discipline and other matters.
8. If, during the course of your training with the Company, you either wholly or partially, make, invent, suggest or in any manner acquire any inventions or proprietary rights capable of being used in or relating to the business of Company, the same will be deemed to have been made, invented, suggested or acquired on behalf and for the benefit of the Company alone, and you shall, at the request and cost of the Company, assign the same to the Company and relinquish any claims over the same.
9. If any declaration given or information furnished by you to the Company is found to be false or if you are found to have willfully suppressed or concealed any material information, or if you are found by the Company to be guilty of misconduct (including drunkenness, dishonesty, absence without leave, indiscipline, infringement of the Company's regulations and disobedience to lawful orders or instructions) or conduct yourself in a manner which would bring the Company or its employees into disrepute, or if you borrow money from any of the customers of the Company or from anyone dealing with the Company, you will be discharged immediately without notice, and in such cases, you will have no claim whatsoever on the Company.
10. You will not, either during the course of your training with the Company or after the completion or termination/ expiry of the training period with the Company, divulge to anyone any information relating to the Company's business or any of its affairs.
11. You acknowledge that during the course of training with the Company, you may have access to or receive any information or material (in any form or medium) which the Company considers proprietary and confidential, whether or not specifically marked as confidential, that is of commercial value to the Company and is not available in the public domain. You agree to receive and hold such confidential information in strict

and absolute confidence and shall not disclose the same to others. You agree and acknowledge that any disclosure of any confidential information prohibited herein or any breach of the provisions herein may result in irreparable injury and damage to the Company which cannot be adequately compensated in monetary damages, that the Company will have no adequate remedy at law therefor, and that the Company may, in addition to all other remedies available to it at law or in equity, obtain such preliminary, temporary or permanent mandatory or restraining injunctions, orders or decrees as may be necessary to protect the Company against, or on account of, any breach of the provisions contained herein. You further agree to indemnify and reimburse the Company in respect of the losses and damages which may have been suffered by the Company as may be determined by a competent court/ authority, and also reasonable legal fees and other costs incurred by the Company in this regard. The above confidentiality and indemnification obligations shall survive termination/ expiry of your training period with the Company.

12. In consideration of the training to be imparted by the Company to you during the course of your training, you hereby covenant, undertake and agree as follows:
  - a) Subject to successful completion of your training as a Trainee – Analyst to the satisfaction of the Company in its sole and absolute discretion and upon securing the requisite certifications as required by the Company, you will be offered and shall take up employment for the position of Analyst – Business Applications with the Company under an Appointment Letter to be issued to you by the Company; and thereupon, you shall continue to be in the employment of the Company on the terms and conditions more fully contained in the Appointment Letter/ Employment Agreement; and shall not leave the employment of the Company for a minimum period of 2 (two) years from the date of your employment in the position of Analyst – Business Applications with the Company as per the terms and conditions more fully contained in the Appointment Letter/ Employment Agreement.
  - b) In the event that you leave the Company's employment, either voluntarily or at the Company's behest on account of any misconduct (including drunkenness, dishonesty, absence without leave, indiscipline, infringement of the Company's regulations and disobedience to lawful orders or instructions), either during the training period or within the minimum period of 2 (two) years from the date of your employment in the position of Analyst – Business Applications with the Company, you will reimburse to the Company the investment and expenses incurred by the Company towards imparting specialized training and enhancing professional abilities and skills during your training period ("**Training Expenses**"), computed in the following manner:

| TIME OF LEAVING THE COMPANY                                                                                                | TRAINING EXPENSES TO BE REIMBURSED                                                                                                                                                                                                                              |
|----------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| After successful completion of the training program and upon securing the certifications.                                  | Amount actually spent by the Company towards Training Expenses until the date of the Trainee – Analyst leaving the Company (subject to a maximum of Rs. 1,00,000/-)                                                                                             |
| Within 2 (two) years from the date of your employment in the position of Analyst – Business Applications with the Company. | The overall investment and expenses incurred by the Company towards imparting specialized training and enhancing professional abilities and skills during training and subsequent employment with the Company (subject to a maximum of <b>Rs. 5,00,000/-</b> ). |

- c) You agree and understand that the aforesaid sums are an accurate estimate of the amount that will be spent by the Company towards imparting specialized training and enhancing professional abilities and skills during the course of your training period and subsequent employment with the Company.
- d) In the event you commit any default in reimbursing the Training Expenses undertaken to be reimbursed in sub-clause (b) above, the Company shall, without prejudice to its other rights and remedies, be entitled to, and you hereby authorize the Company to withhold any amount that might be lying with the Company or falling due from the Company to you, towards the reimbursable expenses, except such amounts as are compulsorily payable to you under applicable laws. In addition, the Company shall also be entitled to withhold voluntary benefits such as relieving certificates and other benefits that accrue to you from the Company, but that are not compulsory in law.
13. Further, subject to successful completion of your training as a Trainee – Analyst to the satisfaction of the Company and upon your being offered employment for the position of Analyst – Business Applications under an Appointment Letter to be issued to you by the Company, you shall be on probation for an initial period of 6 (six) months from the date of the Appointment Letter to evaluate your performance on live projects to follow as part of full-time employment with the Company. In the event that you resign or terminate your employment with the Company within the minimum period of 2 (two) years from the date of your employment in the position of Analyst – Business Applications with the Company, you will be liable to reimburse the Training Expenses incurred by the Company towards imparting specialized training and enhancing professional abilities and skills during the course of your training period and subsequent employment with the Company. However, in case the Company

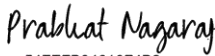
terminates your employment during the probation period on account of unsatisfactory performance and related issues, you will not be liable to reimburse the Training Expenses to the Company.

14. At any time during the term of your training, the Company shall have the right to terminate your training as a Trainee – Analyst with the Company by providing you 2 (two) weeks’ notice in writing. However, you will not be entitled to terminate this arrangement for any reason whatsoever, and in the event of your failure to complete the term of your training as a Trainee – Analyst, you shall be liable to refund to the Company all amounts paid to you by the Company as and by way of stipend, till the date of your ceasing your training as a Trainee – Analyst with the Company.

This letter sets forth the terms of your placement as a Trainee – Analyst with the Company and supersedes any prior representations or agreements, whether written or oral. A duplicate original of this offer is enclosed for your records. Please sign and return this Offer Letter as a confirmation of your acceptance thereof. This offer will expire on **October 20<sup>th</sup>, 2022**.

We look forward to having you join us as a Trainee – Analyst.

Sincerely,

DocuSigned by:  
  
54FEFB94616F4B3...  
21 October 2022 | 13:15:49 CEST

**For:**  
**HSO India Private Limited**

I have read this Trainee Offer Letter and agree to the terms contained herein.

The date of commencement of my training as a Trainee – Analyst with the Company will be from \_\_\_\_\_.

\_\_\_\_\_  
Name: **Namitha Suresh**  
Date:



## OFFER LETTER

Dear I DARAQSHA,

Subsequent to your meetings with Go Digit General Insurance Limited, we are pleased to make an offer of employment on the following terms and conditions:

- 1.1 You shall be appointed to the position of **Graduate Trainee Engineer – Analytics and Data Science**.
- 1.2 As an employee of the Organisation, your Gross Annual Compensation (Cost to Company) will be **Rs. 500000/-** (Rupees Four Lac Fifty Thousand Only).
- 1.3 Your Gross Annual Compensation will include a performance-linked variable of **11.00%** subject to achievement of pre-defined targets.
- 1.4 All terms and conditions of your employment, including the code of conduct, will be in accordance with the Company's policies and procedures and the Employment Agreement.
- 1.5 The Trainee Program will be for a period of **1 year** from your date of joining.
- 1.6 Your employment will also be dependent upon completion of your Graduation / Post Graduation as per the training programme.
- 1.7 Your employment with the Company is subject to:
  - (a) The accuracy of the testimonials and information provided by you; and,
  - (b) You being free from any contractual restrictions preventing you from accepting this offer and will return receipt of acceptance of this offer within 5 workings days.
- 1.8 At any time, the contract may be terminated by either party by giving 90 days' notice in writing. Go Digit General Insurance reserves the right to payment of salary in lieu of the notice period.
- 1.9 We are glad that you have accepted our offer. In order to confirm your joining, you would be required to submit a proof of your resignation from your current company





within 7 days of receipt of this offer letter. In case of failure to submit the same within the stipulated time period, the company reserves a right to withdraw this offer.

On the day of your joining kindly bring photocopies of your certificates (all education qualifications, address proof, Pan card copy, ID proof, all previous employers' certificates, Form 16, Last employer's salary slip of last 3 months, relieving Letter from last employer), along with four passport size photographs.

This offer is being issued subject to successful verification of all your documents submitted. As a token of your acceptance of our offer and the terms of this letter, please sign in the space provided below and return the same to us. We are excited at the prospect of having you join us and look forward to a rewarding association.

**Annexure A**  
**Compensation Entitlement Sheet**

|                               | <b>Monthly</b> | <b>Annual</b>  |
|-------------------------------|----------------|----------------|
| Basic Salary                  | 11,667         | 140,000        |
| HRA                           | 4,667          | 56,000         |
| Education Allowance           | 200            | 2,400          |
| LTA                           | 972            | 11,662         |
| Statutory Bonus               | 972            | 11,662         |
| Special Allowance             | 12,495         | 149,942        |
| <b>Gross Salary</b>           | <b>30,972</b>  | <b>371,666</b> |
| <u>Employer Contributions</u> |                |                |
| EPF                           | 1,800          | 21,600         |
| ESI                           | 0              | 0              |
| Gratuity                      | 561            | 6,734          |
| <b>Fixed Compensation</b>     | <b>33,333</b>  | <b>400,000</b> |
| <b>Variable Pay</b>           |                | <b>50000</b>   |
|                               |                |                |
| <b>Annual Cost to Company</b> |                | <b>450,000</b> |

**Deductions:**

|                |               |               |
|----------------|---------------|---------------|
| EPF            | 1,800         | 21,600        |
| ESIC           | 0             | 0             |
| PT Deduction   | 200           | 2,500         |
| <b>Net Pay</b> | <b>28,972</b> | <b>500000</b> |

\*TDS deduction is subject to taxable income.

\*\*If your Annual Compensation includes a performance-linked variable then the payment will be subject to achievement of predefined targets. Variable pay shall be paid depending upon the performance of the employee and as per the company policies. Employee who has resigned or is serving his/her notice period, as on the date of payment, will not be eligible for payment of variable pay.

\*\*\* Eligibility for increment shall be depending upon the performance of the employee and as per company policies. Employee who has resigned or is serving his/her notice period will not be eligible for increment.

Sincerely,

**For Go Digit General Insurance Limited**



**Amrit Jaidka Arora**  
**CHRO**

**Vibhanshu Patel**





## OFFER LETTER

Dear IBRAHIM FAIZAN LOWNNA,

Subsequent to your meetings with Go Digit General Insurance Limited, we are pleased to make an offer of employment on the following terms and conditions:

- 1.1 You shall be appointed to the position of **Graduate Trainee Engineer – Analytics and Data Science**.
- 1.2 As an employee of the Organisation, your Gross Annual Compensation (Cost to Company) will be **Rs. 500000/-** (Rupees Four Lac Fifty Thousand Only).
- 1.3 Your Gross Annual Compensation will include a performance-linked variable of **11.00%** subject to achievement of pre-defined targets.
- 1.4 All terms and conditions of your employment, including the code of conduct, will be in accordance with the Company's policies and procedures and the Employment Agreement.
- 1.5 The Trainee Program will be for a period of **1 year** from your date of joining.
- 1.6 Your employment will also be dependent upon completion of your Graduation / Post Graduation as per the training programme.
- 1.7 Your employment with the Company is subject to:
  - (a) The accuracy of the testimonials and information provided by you; and,
  - (b) You being free from any contractual restrictions preventing you from accepting this offer and will return receipt of acceptance of this offer within 5 workings days.
- 1.8 At any time, the contract may be terminated by either party by giving 90 days' notice in writing. Go Digit General Insurance reserves the right to payment of salary in lieu of the notice period.
- 1.9 We are glad that you have accepted our offer. In order to confirm your joining, you would be required to submit a proof of your resignation from your current company



within 7 days of receipt of this offer letter. In case of failure to submit the same within the stipulated time period, the company reserves a right to withdraw this offer.

On the day of your joining kindly bring photocopies of your certificates (all education qualifications, address proof, Pan card copy, ID proof, all previous employers' certificates, Form 16, Last employer's salary slip of last 3 months, relieving Letter from last employer), along with four passport size photographs.

This offer is being issued subject to successful verification of all your documents submitted. As a token of your acceptance of our offer and the terms of this letter, please sign in the space provided below and return the same to us. We are excited at the prospect of having you join us and look forward to a rewarding association.

**Annexure A**  
**Compensation Entitlement Sheet**

|                               | Monthly       | Annual         |
|-------------------------------|---------------|----------------|
| Basic Salary                  | 11,667        | 140,000        |
| HRA                           | 4,667         | 56,000         |
| Education Allowance           | 200           | 2,400          |
| LTA                           | 972           | 11,662         |
| Statutory Bonus               | 972           | 11,662         |
| Special Allowance             | 12,495        | 149,942        |
| <b>Gross Salary</b>           | <b>30,972</b> | <b>371,666</b> |
| <u>Employer Contributions</u> |               |                |
| EPF                           | 1,800         | 21,600         |
| ESI                           | 0             | 0              |
| Gratuity                      | 561           | 6,734          |
| <b>Fixed Compensation</b>     | <b>33,333</b> | <b>400,000</b> |
| <b>Variable Pay</b>           |               | <b>50000</b>   |
|                               |               |                |
| <b>Annual Cost to Company</b> |               | <b>450,000</b> |

**Deductions:**

|                |               |               |
|----------------|---------------|---------------|
| EPF            | 1,800         | 21,600        |
| ESIC           | 0             | 0             |
| PT Deduction   | 200           | 2,500         |
| <b>Net Pay</b> | <b>28,972</b> | <b>500000</b> |

\*TDS deduction is subject to taxable income.

\*\*If your Annual Compensation includes a performance-linked variable then the payment will be subject to achievement of predefined targets. Variable pay shall be paid depending upon the performance of the employee and as per the company policies. Employee who has resigned or is serving his/her notice period, as on the date of payment, will not be eligible for payment of variable pay.

\*\*\* Eligibility for increment shall be depending upon the performance of the employee and as per company policies. Employee who has resigned or is serving his/her notice period will not be eligible for increment.

Sincerely,

**For Go Digit General Insurance Limited**



**Amrit Jaidka Arora**  
**CHRO**

**Vibhanshu Patel**





PRIVATE AND CONFIDENTIAL

**Reference No. - 1384045358**

**Applicant ID - 4394129**

05-Apr-2022

Advaith Rajesh

Dear Advaith Rajesh,

We take great pleasure in extending an offer to you for being a part of ICICI Bank.

Please find enclosed the job offer letter. Kindly note, that the offer of appointment is subject to you having fulfilled the requirements of successful completion of the degree programme within the timeline- which is the basic requirement of your eligibility. In an event, where the laid out requirements are not met within the stipulated timeline, this offer shall be withdrawn, cancelled and stand revoked which please take a note of.

Please quote your reference number, which is appearing on the top of this letter for all future correspondence.

In case you have any queries please feel free to contact at the below mentioned details:

E-Mail Address : [icicicareers@icicibank.com](mailto:icicicareers@icicibank.com)

Telephone No. : 022-71872500

Yours sincerely,

ICICI Bank HR Team





PRIVATE AND CONFIDENTIAL

**Reference No. - 1384045358**

**Applicant ID - 4394129**

05-Apr-2022

Advaith Rajesh

Dear Advaith Rajesh,

We are pleased to make you an offer of appointment as Assistant Manager in ICICI Bank. You will be placed in CORPORATE EMP SOLUTIONS GROUP at BENGALURU - R T NAGAR\_BR.

Kindly note, that the offer of appointment is subject to you having fulfilled the requirements of successful completion of the degree programme within the timeline- which is the basic requirement of your eligibility. In an event, where the laid out requirements are not met within the stipulated timeline, this offer shall be withdrawn, cancelled and stand revoked which please take a note of.

The details of your remuneration and benefits are given in Annexure.

The following are the terms and conditions of the appointment.

**Commencement/Term:**

- You shall be required to join the Bank on or before 22-Apr-2022.
- You will be on probation for a period of one year or such extended period as may be decided by the Bank based on your performance during the probation period.
- On satisfactory completion of your probation period, including that of extended period, if any, you will be confirmed in the services of the Bank in writing.

**Other Terms and Conditions of Service:**

**a) Professional Ethics & Confidentiality:** While you are in the services of the Bank, you are not permitted to carry on any business or profession or enter, for any part of your time, in any capacity, the services of, or be employed by or engaged with any other firm, company or person. You will devote your whole time and attention to your office work to promote the interest of the Bank. You will not divulge details like your compensation structure (CTC), performance rating, performance bonus amount, increment, etc. and will not divulge to any person or utilize any of the Bank's secrets or other related information (which you may possess by reason of your association with the Bank) with any external agencies, press etc. outside the Bank. Any act in breach of this term would entail initiation of appropriate action as deemed fit by the Bank.

**ICICI Bank Limited**  
ICICI Bank Towers  
Bandra-Kurla Complex  
Mumbai 400 051, India.

Tel.: (91-22) 2653 1414  
Fax: (91-22) 2653 1122  
Website [www.icicibank.com](http://www.icicibank.com)  
CIN.: L65190GJ1994PLC021012

Regd. Office : ICICI Bank Tower,  
Near Chakli Circle,  
Old Padra Road,  
Vadodara 390 007, India.

- b) **IT Security Practice & Procedures:** While you are in the services of the Bank, you will adhere to the IT Security Practice & Procedures as prescribed by ICICI Bank. Any instance/s of violation or any attempted violation of the aforesaid IT Security Practices and Procedures on your part shall result in disciplinary action.

:2:

**Reference No. - 1384045358**

- Advait Rajesh
- **Notice Period:** In case you decide to leave the Bank's services during probation period or after confirmation, you will be required to give thirty days' notice. The Bank in its sole discretion can decide to waive off/reduce the notice period depending upon the exigencies. In such case, you would be required to pay to the Bank the gross salary for the notice period so reduced/waived off.

After confirmation, your services would be liable to be terminated by the Bank, by giving thirty days' notice or on payment of thirty days' gross salary in lieu of the notice period.

- **Transfer:** The Bank shall have the right to transfer/depute you to any of its offices or ICICI group companies in India and abroad.
- **Joining Competitor:** In the event of termination of your services by the Bank or your resignation from the services of the Bank, you shall not join any Banking or Financial Services Company for a period of six months from the date of resignation/termination.
- Please note that during the course of your services with the Bank or in the event of cessation of your services in future, due to any reason whatsoever, you shall, for a period of six months from the date of such cessation, directly or indirectly, either on your own accord or on behalf or in conjunction with any other person/s, firm or company refrain/desist from canvassing or soliciting or attempting to or inducing any employee(s)/business associate(s) to leave their current employment with the Bank/Group Companies/Business Partners to join the services of your new employer/firm/company or any other competitor of the Bank/Group Companies/Business Partners. Any act in contravention of the above provision shall entail initiation of appropriate action as deemed fit by the Bank.
- Please note that during the course of your services with the Bank you cannot be a member of any anti-social/national outfits or of any outfit which is declared as banned by the Government. Any act in breach of this term would entail initiation of appropriate action as deemed fit by the Bank.

:3:

**Reference No. - 1384045358**

Advaith Rajesh

- Please note that while joining the services of the Bank and during the course of your services with the Bank, you would be required to notify the Bank immediately with details of civil or criminal case/s instituted against you in any Court of Law or any complaint/show cause notice /prosecution with/by any Police Station or by any statutory authority, as also you will notify any outcome of such complaint like filing of Chargesheet /Arrest/Conviction/Acquittal/Discharge. Any act in breach of this term would entail initiation of appropriate action as deemed fit by the Bank.
- The Bank expects resolution of issue/s relating to your employment, if any, within the framework internally, at all times during your service period and even after cessation of service due to any reason whatsoever. As such please note that any attempt to bring any outside influence - directly or indirectly - upon any authority to further your interest/s in respect of matters pertaining to your services with the Bank would amount to breach of employment contract leading to initiation of appropriate action.
- Please note that during the course of your services with the Bank, you will not take part in any demonstration/agitation against the Bank and its official/s for or on behalf of any external bodies/political outfits- either as a member or as a sympathizer. Any act in contravention of the above would be treated as prejudicial to the interest and reputation of the Bank leading to initiation of appropriate action.
- **Termination of Employment:** Your services with the Bank are liable to be terminated:
- Without assigning any reason and without giving any notice during probation period and after confirmation by giving thirty days' notice or on payment of thirty days' gross salary in lieu of the notice period and at any time during your services with the Bank in the event of
  - a) Any breach of the conditions mentioned in this letter on your part
  - b) You not successfully completing the degree programme within the stipulated timeline during the current academic year and non-submission of your certificate and mark sheet within 3 months of result announcement
  - c) Any incorrect information furnished by you like:
    - Mismatch in your previous employment data even for a day
    - Mismatch in your previous pay slip
    - Fake qualification certificates etc; and
  - d) Suppression of any material information by you.
  - e) Any breach of the Rules and Regulations of the Bank as applicable/may be made applicable to you from time to time.

**Reference No. - 1384045358**

Advaith Rajesh

**□ General:**

- Your appointment and continuation in employment are subject to reference checks, successful completion of your course during the current academic year and submission of your certificate and mark sheet within 3 months of joining.
- You will be bound by the Rules and Regulations of the Bank.
- You will keep us informed of any change in your residential address.
- Your acceptance is taken as your understanding that the role in ICICI Bank may involve sales. You may be required to travel extensively as per the requirement of your job/role or as may be needed for the exigencies of the Bank. Also, that you further understand that your services in the Bank are transferrable in any location and profile including sales, across geographies as per organization requirements. If you are agreeable to the above mentioned terms and conditions, please intimate your acceptance to us by returning a copy of this letter, duly signed by you, within seven days of receipt. In case no confirmation is received within the above-mentioned period the appointment letter shall be deemed to have been withdrawn.

Yours sincerely,

Amit Prakash

I have read all the terms and conditions of the offer and would like to confirm my acceptance

Signature of Applicant

:5:

**Reference No. - 1384045358**

Advaith Rajesh

**Annexure:**

**Remuneration:**

- Your Base Salary will be Rs. 84,000/- (Rupees Eighty Four Thousand only) per annum.
- You will eligible for the Performance Linked Retention Pay, as per the policy of the Bank. Please note that there is no guaranteed performance bonus, subject to however provisions of the Payment of Bonus Act 1965, wherever applicable. The performance linked Retention pay would be payable to an employee only if the employee on the day of payout is on the rolls of the bank and he/she has not resigned and / or is serving notice period.

**Supplementary Allowances:**

- You will be eligible for a Supplementary Allowance of Rs. 1,44,000/- (Rupees One Lakh Forty Four Thousand only) per annum. Supplementary allowance will include –Conveyance / Travel Allowance, LTA, Medical Reimbursement, Canteen and any other allowance. All the components of supplementary allowance are subject to limits and rules prescribed by Income tax act and policies of the bank.
- You will be eligible for HRA of Rs. 42,000/- (Rupees Forty Two Thousand only) per annum.
- The composition of supplementary allowance can be decided once in a year. The unexercised amount of the supplementary allowance will be paid to the employee subject to deduction of tax at source.

**Superannuation Allowances:**

- You will be eligible for a Superannuation Allowance of Rs. 12,600/- (Rupees Twelve Thousand Six Hundred only) per annum.

:6:

**Reference No. - 1384045358**

Advaith Rajesh

**Benefits:**

- Comprehensive Mediclaim Coverage for you and your immediate family up to Rs.400,000/- (Rupees Four Lakh only) per annum. Your immediate family includes yourself, your spouse and dependent children. You will also be eligible for Retirement Benefits of the Bank; namely Provident Fund and Gratuity, in accordance with the statutory requirements and/or, as per Bank policy.
- The salary and perquisites including supplementary allowance are subject to limits and rules prescribed by the Income Tax Act / Rules and policies of the Company.
- Maternity leave benefits as defined under the Maternity Benefit (Amendment) Act, 2017 are offered to eligible women employees by the Bank. Details of all types of leaves including the Maternity leave benefits offered to employees and eligibility criteria for availing such benefits are notified by the Bank under "Employee Benefit Policies" available on the Bank's intranet which will be accessible upon joining the Bank.

Signature of Applicant

**JOINING FORMALITIES**

The process to join the Bank is by way of completing the online joining formalities. You are required to complete the online joining formalities within 5 days from the date of accepting offer letter. Please note that completion of online joining formalities is a mandatory process.

The login credentials are provided below:

**URL:** <https://www.icicicareers.com/Careers/CP/CandidateLogin.aspx>

**Username:** Registered email id or Applicant id

**Password:** Which has been already communicated to you through registered email id. In case, you do not remember the password, please use “forgot password “option to generate a new password.

Following documents (xerox copies) are required to be uploaded:

- 1) Self-attested copies of educational certificates and marksheets (Xth/XIIth/ Graduation/ Post graduation)
- 2) Work Experience Document
  - a. Resignation accepted letter from current organization
  - b. Relieving letter from two previous employers or companies worked in last five years whichever is higher
- 3) Passport size Photograph (against Red background)
- 4) Address proof (Passport/Voter id/Ration card)
- 5) PAN Card

Please note that you are required to attend Induction program (I-Banker) on your date of joining. You shall be communicated about the date, time and venue for induction program (I-Banker) by your Recruitment Manager.

#### Remuneration Details

**Name :** Advait Rajesh

**Position:** Assistant Manager

**Group:** RETAIL BANKING GROUP

|                             | Assistant Manager |                 |
|-----------------------------|-------------------|-----------------|
|                             | Monthly           | Annual          |
| Basic                       | 7000              | 84,000          |
| HRA                         | 3,500             | 42,000          |
| Supplementary Allowance *   | 16,000            | 1,74,000        |
| Superannuation Allowance ** | 1050.00           | 12,600          |
|                             |                   |                 |
| <b>Total</b>                | <b>23,550</b>     | <b>2,82,600</b> |
|                             |                   |                 |



|                                                                                                                                                                            |               |                 |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|-----------------|
| Retirals                                                                                                                                                                   |               |                 |
| Retirals (PF, Gratuity) ***                                                                                                                                                | 2,383         | 28,596          |
|                                                                                                                                                                            |               |                 |
| <b>Total CTC</b>                                                                                                                                                           | <b>25,933</b> | <b>3,11,196</b> |
|                                                                                                                                                                            |               |                 |
| Performance Linked Retention Pay #                                                                                                                                         | 2,250         | 27,000          |
|                                                                                                                                                                            |               |                 |
| <b>Total (incl PLRP)</b>                                                                                                                                                   | <b>28196</b>  | <b>350196</b>   |
| * Supplementary allowance will include Conveyance / Travel allowance, LTA, Medical, Canteen and any other allowance                                                        |               |                 |
| *** You will be eligible for Retirement Benefits of the Bank; namely Provident Fund and Gratuity, in accordance with the statutory requirements and/or, as per Bank policy |               |                 |
| #Please note that there is no guaranteed performance linked retention pay, subject to however provisions of the payment of Bonus Act 1965, wherever applicable.            |               |                 |

**Date:** 05-Apr-2022

**ICICI Bank Limited**  
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 Bandra-Kurla Complex  
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PRIVATE AND CONFIDENTIAL

**Reference No. - 1384045355**

**Applicant ID - 4394126**

05-Apr-2022

Alan Samuel E

Dear Alan Samuel E,

We take great pleasure in extending an offer to you for being a part of ICICI Bank.

Please find enclosed the job offer letter. Kindly note, that the offer of appointment is subject to you having fulfilled the requirements of successful completion of the degree programme within the timeline- which is the basic requirement of your eligibility. In an event, where the laid out requirements are not met within the stipulated timeline, this offer shall be withdrawn, cancelled and stand revoked which please take a note of.

Please quote your reference number, which is appearing on the top of this letter for all future correspondence.

In case you have any queries please feel free to contact at the below mentioned details:

E-Mail Address : [icicicareers@icicibank.com](mailto:icicicareers@icicibank.com)

Telephone No. : 022-71872500

Yours sincerely,

ICICI Bank HR Team

PRIVATE AND CONFIDENTIAL

**Reference No. - 1384045355**

**Applicant ID - 4394126**

05-Apr-2022

Alan Samuel E

Dear Alan Samuel E,

We are pleased to make you an offer of appointment as Assistant Manager in ICICI Bank. You will be placed in CORPORATE EMP SOLUTIONS GROUP at BENGALURU - R T NAGAR\_BR.

Kindly note, that the offer of appointment is subject to you having fulfilled the requirements of successful completion of the degree programme within the timeline- which is the basic requirement of your eligibility. In an event, where the laid out requirements are not met within the stipulated timeline, this offer shall be withdrawn, cancelled and stand revoked which please take a note of.

The details of your remuneration and benefits are given in Annexure.

The following are the terms and conditions of the appointment.

**Commencement/Term:**

- You shall be required to join the Bank on or before 22-Apr-2022.
- You will be on probation for a period of one year or such extended period as may be decided by the Bank based on your performance during the probation period.
- On satisfactory completion of your probation period, including that of extended period, if any, you will be confirmed in the services of the Bank in writing.

**Other Terms and Conditions of Service:**

**a) Professional Ethics & Confidentiality:** While you are in the services of the Bank, you are not permitted to carry on any business or profession or enter, for any part of your time, in any capacity, the services of, or be employed by or engaged with any other firm, company or person. You will devote your whole time and attention to your office work to promote the interest of the Bank. You will not divulge details like your compensation structure (CTC), performance rating, performance bonus amount, increment, etc. and will not divulge to any person or utilize any of the Bank's secrets or other related information (which you may possess by reason of your association with the Bank) with any external agencies, press etc. outside the Bank. Any act in breach of this term would entail initiation of appropriate action as deemed fit by the Bank.

- b) **IT Security Practice & Procedures:** While you are in the services of the Bank, you will adhere to the IT Security Practice & Procedures as prescribed by ICICI Bank. Any instance/s of violation or any attempted violation of the aforesaid IT Security Practices and Procedures on your part shall result in disciplinary action.

:2:

**Reference No. - 1384045355**

- Alan Samuel E
- **Notice Period:** In case you decide to leave the Bank's services during probation period or after confirmation, you will be required to give thirty days' notice. The Bank in its sole discretion can decide to waive off/reduce the notice period depending upon the exigencies. In such case, you would be required to pay to the Bank the gross salary for the notice period so reduced/waived off.

After confirmation, your services would be liable to be terminated by the Bank, by giving thirty days' notice or on payment of thirty days' gross salary in lieu of the notice period.

- **Transfer:** The Bank shall have the right to transfer/depute you to any of its offices or ICICI group companies in India and abroad.
- **Joining Competitor:** In the event of termination of your services by the Bank or your resignation from the services of the Bank, you shall not join any Banking or Financial Services Company for a period of six months from the date of resignation/termination.
- Please note that during the course of your services with the Bank or in the event of cessation of your services in future, due to any reason whatsoever, you shall, for a period of six months from the date of such cessation, directly or indirectly, either on your own accord or on behalf or in conjunction with any other person/s, firm or company refrain/desist from canvassing or soliciting or attempting to or inducing any employee(s)/business associate(s) to leave their current employment with the Bank/Group Companies/Business Partners to join the services of your new employer/firm/company or any other competitor of the Bank/Group Companies/Business Partners. Any act in contravention of the above provision shall entail initiation of appropriate action as deemed fit by the Bank.
- Please note that during the course of your services with the Bank you cannot be a member of any anti-social/national outfits or of any outfit which is declared as banned by the Government. Any act in breach of this term would entail initiation of appropriate action as deemed fit by the Bank.

:3:

**Reference No. - 1384045355**

Alan Samuel E

- Please note that while joining the services of the Bank and during the course of your services with the Bank, you would be required to notify the Bank immediately with details of civil or criminal case/s instituted against you in any Court of Law or any complaint/show cause notice /prosecution with/by any Police Station or by any statutory authority, as also you will notify any outcome of such complaint like filing of Chargesheet /Arrest/Conviction/Acquittal/Discharge. Any act in breach of this term would entail initiation of appropriate action as deemed fit by the Bank.
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  - a) Any breach of the conditions mentioned in this letter on your part
  - b) You not successfully completing the degree programme within the stipulated timeline during the current academic year and non-submission of your certificate and mark sheet within 3 months of result announcement
  - c) Any incorrect information furnished by you like:
    - Mismatch in your previous employment data even for a day
    - Mismatch in your previous pay slip
    - Fake qualification certificates etc; and
  - d) Suppression of any material information by you.
  - e) Any breach of the Rules and Regulations of the Bank as applicable/may be made applicable to you from time to time.

:4

**Reference No. - 1384045355**

Alan Samuel E

**□ General:**

- Your appointment and continuation in employment are subject to reference checks, successful completion of your course during the current academic year and submission of your certificate and mark sheet within 3 months of joining.
- You will be bound by the Rules and Regulations of the Bank.
- You will keep us informed of any change in your residential address.
- Your acceptance is taken as your understanding that the role in ICICI Bank may involve sales. You may be required to travel extensively as per the requirement of your job/role or as may be needed for the exigencies of the Bank. Also, that you further understand that your services in the Bank are transferrable in any location and profile including sales, across geographies as per organization requirements. If you are agreeable to the above mentioned terms and conditions, please intimate your acceptance to us by returning a copy of this letter, duly signed by you, within seven days of receipt. In case no confirmation is received within the above-mentioned period the appointment letter shall be deemed to have been withdrawn.

Yours sincerely,

Amit Prakash

I have read all the terms and conditions of the offer and would like to confirm my acceptance

Signature of Applicant

**ICICI Bank Limited**  
ICICI Bank Towers  
Bandra-Kurla Complex  
Mumbai 400 051, India.

Tel.: (91-22) 2653 1414  
Fax: (91-22) 2653 1122  
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CIN.: L65190GJ1994PLC021012

Regd. Office : ICICI Bank Tower,  
Near Chakli Circle,  
Old Padra Road,  
Vadodara 390 007, India.

:5:

**Reference No. - 1384045355** Alan  
Samuel E

**Annexure:**

**Remuneration:**

- Your Base Salary will be Rs. 84,000/- (Rupees Eighty Four Thousand only) per annum.
- You will eligible for the Performance Linked Retention Pay, as per the policy of the Bank. Please note that there is no guaranteed performance bonus, subject to however provisions of the Payment of Bonus Act 1965, wherever applicable. The performance linked Retention pay would be payable to an employee only if the employee on the day of payout is on the rolls of the bank and he/she has not resigned and / or is serving notice period.

**Supplementary Allowances:**

- You will be eligible for a Supplementary Allowance of Rs. 1,44,000/- (Rupees One Lakh Forty Four Thousand only) per annum. Supplementary allowance will include –Conveyance / Travel Allowance, LTA, Medical Reimbursement, Canteen and any other allowance. All the components of supplementary allowance are subject to limits and rules prescribed by Income tax act and policies of the bank.
- You will be eligible for HRA of Rs. 42,000/- (Rupees Forty Two Thousand only) per annum.
- The composition of supplementary allowance can be decided once in a year. The unexercised amount of the supplementary allowance will be paid to the employee subject to deduction of tax at source.

**Superannuation Allowances:**

- You will be eligible for a Superannuation Allowance of Rs. 12,600/- (Rupees Twelve Thousand Six Hundred only) per annum.

:6:

**Reference No. - 1384045355** Alan

Samuel E

**Benefits:**

- Comprehensive Mediclaim Coverage for you and your immediate family up to Rs.400,000/- (Rupees Four Lakh only) per annum. Your immediate family includes yourself, your spouse and dependent children. You will also be eligible for Retirement Benefits of the Bank; namely Provident Fund and Gratuity, in accordance with the statutory requirements and/or, as per Bank policy.
- The salary and perquisites including supplementary allowance are subject to limits and rules prescribed by the Income Tax Act / Rules and policies of the Company.
- Maternity leave benefits as defined under the Maternity Benefit (Amendment) Act, 2017 are offered to eligible women employees by the Bank. Details of all types of leaves including the Maternity leave benefits offered to employees and eligibility criteria for availing such benefits are notified by the Bank under "Employee Benefit Policies" available on the Bank's intranet which will be accessible upon joining the Bank.

Signature of Applicant

**JOINING FORMALITIES**

The process to join the Bank is by way of completing the online joining formalities. You are required to complete the online joining formalities within 5 days from the date of accepting offer letter. Please note that completion of online joining formalities is a mandatory process.

The login credentials are provided below:

**URL:** <https://www.icicicareers.com/Careers/CP/CandidateLogin.aspx>

**Username:** Registered email id or Applicant id





**Password:** Which has been already communicated to you through registered email id. In case, you do not remember the password, please use “forgot password “option to generate a new password.

Following documents (xerox copies) are required to be uploaded:

- 1) Self-attested copies of educational certificates and marksheets (Xth/XIIth/ Graduation/ Post graduation)
- 2) Work Experience Document
  - a. Resignation accepted letter from current organization
  - b. Relieving letter from two previous employers or companies worked in last five years whichever is higher
- 3) Passport size Photograph (against Red background)
- 4) Address proof (Passport/Voter id/Ration card)
- 5) PAN Card

Please note that you are required to attend Induction program (I-Banker) on your date of joining. You shall be communicated about the date, time and venue for induction program (I-Banker) by your Recruitment Manager.

#### Remuneration Details

**Name :** Alan Samuel E

**Position:** Assistant Manager

**Group:** RETAIL BANKING GROUP

|                             | Assistant Manager |                 |
|-----------------------------|-------------------|-----------------|
|                             | Monthly           | Annual          |
| Basic                       | 7000              | 84,000          |
| HRA                         | 3,500             | 42,000          |
| Supplementary Allowance *   | 16,000            | 1,74,000        |
| Superannuation Allowance ** | 1050.00           | 12,600          |
|                             |                   |                 |
| <b>Total</b>                | <b>23,550</b>     | <b>2,82,600</b> |
|                             |                   |                 |

**ICICI Bank Limited**  
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CIN.: L65190GJ1994PLC021012

Regd. Office : ICICI Bank Tower,  
Near Chakli Circle,  
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Vadodara 390 007, India.





|                                                                                                                                                                            |               |                 |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|-----------------|
| Retirals                                                                                                                                                                   |               |                 |
| Retirals (PF, Gratuity) ***                                                                                                                                                | 2,383         | 28,596          |
|                                                                                                                                                                            |               |                 |
| <b>Total CTC</b>                                                                                                                                                           | <b>25,933</b> | <b>3,11,196</b> |
|                                                                                                                                                                            |               |                 |
| Performance Linked Retention Pay #                                                                                                                                         | 2,250         | 27,000          |
|                                                                                                                                                                            |               |                 |
| <b>Total (incl PLRP)</b>                                                                                                                                                   | <b>28196</b>  | <b>350196</b>   |
| * Supplementary allowance will include Conveyance / Travel allowance, LTA, Medical, Canteen and any other allowance                                                        |               |                 |
| *** You will be eligible for Retirement Benefits of the Bank; namely Provident Fund and Gratuity, in accordance with the statutory requirements and/or, as per Bank policy |               |                 |
| #Please note that there is no guaranteed performance linked retention pay, subject to however provisions of the payment of Bonus Act 1965, wherever applicable.            |               |                 |

**Date:** 05-Apr-2022

**ICICI Bank Limited**  
ICICI Bank Towers  
Bandra-Kurla Complex  
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Old Padra Road,  
Vadodara 390 007, India.



PRIVATE AND CONFIDENTIAL

**Reference No. - 1384045354**

**Applicant ID - 4394125**

05-Apr-2022

Ashish Tharapurath

Dear Ashish Tharapurath,

We take great pleasure in extending an offer to you for being a part of ICICI Bank.

Please find enclosed the job offer letter. Kindly note, that the offer of appointment is subject to you having fulfilled the requirements of successful completion of the degree programme within the timeline- which is the basic requirement of your eligibility. In an event, where the laid out requirements are not met within the stipulated timeline, this offer shall be withdrawn, cancelled and stand revoked which please take a note of.

Please quote your reference number, which is appearing on the top of this letter for all future correspondence.

In case you have any queries please feel free to contact at the below mentioned details:

E-Mail Address : [icicicareers@icicibank.com](mailto:icicicareers@icicibank.com)

Telephone No. : 022-71872500

Yours sincerely,

ICICI Bank HR Team

PRIVATE AND CONFIDENTIAL

**Reference No. - 1384045354**

**Applicant ID - 4394125**

05-Apr-2022

Ashish Tharapurath

Dear Ashish Tharapurath,

We are pleased to make you an offer of appointment as Assistant Manager in ICICI Bank. You will be placed in CORPORATE EMP SOLUTIONS GROUP at BENGALURU - R T NAGAR\_BR.

Kindly note, that the offer of appointment is subject to you having fulfilled the requirements of successful completion of the degree programme within the timeline- which is the basic requirement of your eligibility. In an event, where the laid out requirements are not met within the stipulated timeline, this offer shall be withdrawn, cancelled and stand revoked which please take a note of.

The details of your remuneration and benefits are given in Annexure.

The following are the terms and conditions of the appointment.

**Commencement/Term:**

- You shall be required to join the Bank on or before 22-Apr-2022.
- You will be on probation for a period of one year or such extended period as may be decided by the Bank based on your performance during the probation period.
- On satisfactory completion of your probation period, including that of extended period, if any, you will be confirmed in the services of the Bank in writing.

**Other Terms and Conditions of Service:**

**a) Professional Ethics & Confidentiality:** While you are in the services of the Bank, you are not permitted to carry on any business or profession or enter, for any part of your time, in any capacity, the services of, or be employed by or engaged with any other firm, company or person. You will devote your whole time and attention to your office work to promote the interest of the Bank. You will not divulge details like your compensation structure (CTC), performance rating, performance bonus amount, increment, etc. and will not divulge to any person or utilize any of the Bank's secrets or other related information (which you may possess by reason of your association with the Bank) with any external agencies, press etc. outside the Bank. Any act in breach of this term would entail initiation of appropriate action as deemed fit by the Bank.

- b) **IT Security Practice & Procedures:** While you are in the services of the Bank, you will adhere to the IT Security Practice & Procedures as prescribed by ICICI Bank. Any instance/s of violation or any attempted violation of the aforesaid IT Security Practices and Procedures on your part shall result in disciplinary action.

:2:

**Reference No. - 1384045354**

- Ashish Tharapurath
- **Notice Period:** In case you decide to leave the Bank's services during probation period or after confirmation, you will be required to give thirty days' notice. The Bank in its sole discretion can decide to waive off/reduce the notice period depending upon the exigencies. In such case, you would be required to pay to the Bank the gross salary for the notice period so reduced/waived off.

After confirmation, your services would be liable to be terminated by the Bank, by giving thirty days' notice or on payment of thirty days' gross salary in lieu of the notice period.

- **Transfer:** The Bank shall have the right to transfer/depute you to any of its offices or ICICI group companies in India and abroad.
- **Joining Competitor:** In the event of termination of your services by the Bank or your resignation from the services of the Bank, you shall not join any Banking or Financial Services Company for a period of six months from the date of resignation/termination.
- Please note that during the course of your services with the Bank or in the event of cessation of your services in future, due to any reason whatsoever, you shall, for a period of six months from the date of such cessation, directly or indirectly, either on your own accord or on behalf or in conjunction with any other person/s, firm or company refrain/desist from canvassing or soliciting or attempting to or inducing any employee(s)/business associate(s) to leave their current employment with the Bank/Group Companies/Business Partners to join the services of your new employer/firm/company or any other competitor of the Bank/Group Companies/Business Partners. Any act in contravention of the above provision shall entail initiation of appropriate action as deemed fit by the Bank.
- Please note that during the course of your services with the Bank you cannot be a member of any anti-social/national outfits or of any outfit which is declared as banned by the Government. Any act in breach of this term would entail initiation of appropriate action as deemed fit by the Bank.

:3:

**Reference No. - 1384045354**

Ashish Tharapurath

- Please note that while joining the services of the Bank and during the course of your services with the Bank, you would be required to notify the Bank immediately with details of civil or criminal case/s instituted against you in any Court of Law or any complaint/show cause notice /prosecution with/by any Police Station or by any statutory authority, as also you will notify any outcome of such complaint like filing of Chargesheet /Arrest/Conviction/Acquittal/Discharge. Any act in breach of this term would entail initiation of appropriate action as deemed fit by the Bank.
- The Bank expects resolution of issue/s relating to your employment, if any, within the framework internally, at all times during your service period and even after cessation of service due to any reason whatsoever. As such please note that any attempt to bring any outside influence - directly or indirectly - upon any authority to further your interest/s in respect of matters pertaining to your services with the Bank would amount to breach of employment contract leading to initiation of appropriate action.
- Please note that during the course of your services with the Bank, you will not take part in any demonstration/agitation against the Bank and its official/s for or on behalf of any external bodies/political outfits- either as a member or as a sympathizer. Any act in contravention of the above would be treated as prejudicial to the interest and reputation of the Bank leading to initiation of appropriate action.
- **Termination of Employment:** Your services with the Bank are liable to be terminated:
- Without assigning any reason and without giving any notice during probation period and after confirmation by giving thirty days' notice or on payment of thirty days' gross salary in lieu of the notice period and at any time during your services with the Bank in the event of
  - a) Any breach of the conditions mentioned in this letter on your part
  - b) You not successfully completing the degree programme within the stipulated timeline during the current academic year and non-submission of your certificate and mark sheet within 3 months of result announcement
  - c) Any incorrect information furnished by you like:
    - Mismatch in your previous employment data even for a day
    - Mismatch in your previous pay slip
    - Fake qualification certificates etc; and
  - d) Suppression of any material information by you.
  - e) Any breach of the Rules and Regulations of the Bank as applicable/may be made applicable to you from time to time.

:4

**Reference No. - 1384045354**

Ashish Tharapurath

**□ General:**

- Your appointment and continuation in employment are subject to reference checks, successful completion of your course during the current academic year and submission of your certificate and mark sheet within 3 months of joining.
- You will be bound by the Rules and Regulations of the Bank.
- You will keep us informed of any change in your residential address.
- Your acceptance is taken as your understanding that the role in ICICI Bank may involve sales. You may be required to travel extensively as per the requirement of your job/role or as may be needed for the exigencies of the Bank. Also, that you further understand that your services in the Bank are transferrable in any location and profile including sales, across geographies as per organization requirements. If you are agreeable to the above mentioned terms and conditions, please intimate your acceptance to us by returning a copy of this letter, duly signed by you, within seven days of receipt. In case no confirmation is received within the above-mentioned period the appointment letter shall be deemed to have been withdrawn.

Yours sincerely,

Amit Prakash

I have read all the terms and conditions of the offer and would like to confirm my acceptance

Signature of Applicant

**ICICI Bank Limited**  
ICICI Bank Towers  
Bandra-Kurla Complex  
Mumbai 400 051, India.

Tel.: (91-22) 2653 1414  
Fax: (91-22) 2653 1122  
Website [www.icicibank.com](http://www.icicibank.com)  
CIN.: L65190GJ1994PLC021012

Regd. Office : ICICI Bank Tower,  
Near Chakli Circle,  
Old Padra Road,  
Vadodara 390 007, India.

:5:

**Reference No. - 1384045354**

Ashish Tharapurath

**Annexure:**

**Remuneration:**

- Your Base Salary will be Rs. 84,000/- (Rupees Eighty Four Thousand only) per annum.
- You will eligible for the Performance Linked Retention Pay, as per the policy of the Bank. Please note that there is no guaranteed performance bonus, subject to however provisions of the Payment of Bonus Act 1965, wherever applicable. The performance linked Retention pay would be payable to an employee only if the employee on the day of payout is on the rolls of the bank and he/she has not resigned and / or is serving notice period.

**Supplementary Allowances:**

- You will be eligible for a Supplementary Allowance of Rs. 1,44,000/- (Rupees One Lakh Forty Four Thousand only) per annum. Supplementary allowance will include –Conveyance / Travel Allowance, LTA, Medical Reimbursement, Canteen and any other allowance. All the components of supplementary allowance are subject to limits and rules prescribed by Income tax act and policies of the bank.
- You will be eligible for HRA of Rs. 42,000/- (Rupees Forty Two Thousand only) per annum.
- The composition of supplementary allowance can be decided once in a year. The unexercised amount of the supplementary allowance will be paid to the employee subject to deduction of tax at source.

**Superannuation Allowances:**

- You will be eligible for a Superannuation Allowance of Rs. 12,600/- (Rupees Twelve Thousand Six Hundred only) per annum.

:6:

**Reference No. - 1384045354**

Ashish Tharapurath

**Benefits:**

- Comprehensive Mediclaim Coverage for you and your immediate family up to Rs.400,000/- (Rupees Four Lakh only) per annum. Your immediate family includes yourself, your spouse and dependent children. You will also be eligible for Retirement Benefits of the Bank; namely Provident Fund and Gratuity, in accordance with the statutory requirements and/or, as per Bank policy.
- The salary and perquisites including supplementary allowance are subject to limits and rules prescribed by the Income Tax Act / Rules and policies of the Company.
- Maternity leave benefits as defined under the Maternity Benefit (Amendment) Act, 2017 are offered to eligible women employees by the Bank. Details of all types of leaves including the Maternity leave benefits offered to employees and eligibility criteria for availing such benefits are notified by the Bank under "Employee Benefit Policies" available on the Bank's intranet which will be accessible upon joining the Bank.

Signature of Applicant

**JOINING FORMALITIES**

The process to join the Bank is by way of completing the online joining formalities. You are required to complete the online joining formalities within 5 days from the date of accepting offer letter. Please note that completion of online joining formalities is a mandatory process.

The login credentials are provided below:

**URL:** <https://www.icicicareers.com/Careers/CP/CandidateLogin.aspx>

**Username:** Registered email id or Applicant id





**Password:** Which has been already communicated to you through registered email id. In case, you do not remember the password, please use “forgot password “option to generate a new password.

Following documents (xerox copies) are required to be uploaded:

- 1) Self-attested copies of educational certificates and marksheets (Xth/XIIth/ Graduation/ Post graduation)
- 2) Work Experience Document
  - a. Resignation accepted letter from current organization
  - b. Relieving letter from two previous employers or companies worked in last five years whichever is higher
- 3) Passport size Photograph (against Red background)
- 4) Address proof (Passport/Voter id/Ration card)
- 5) PAN Card

Please note that you are required to attend Induction program (I-Banker) on your date of joining. You shall be communicated about the date, time and venue for induction program (I-Banker) by your Recruitment Manager.

#### Remuneration Details

**Name :** Ashish Tharapurath

**Position:** Assistant Manager

**Group:** RETAIL BANKING GROUP

|                             | Assistant Manager |                 |
|-----------------------------|-------------------|-----------------|
|                             | Monthly           | Annual          |
| Basic                       | 7000              | 84,000          |
| HRA                         | 3,500             | 42,000          |
| Supplementary Allowance *   | 16,000            | 1,74,000        |
| Superannuation Allowance ** | 1050.00           | 12,600          |
|                             |                   |                 |
| <b>Total</b>                | <b>23,550</b>     | <b>2,82,600</b> |
|                             |                   |                 |

**ICICI Bank Limited**  
ICICI Bank Towers  
Bandra-Kurla Complex  
Mumbai 400 051, India.

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CIN.: L65190GJ1994PLC021012

Regd. Office : ICICI Bank Tower,  
Near Chakli Circle,  
Old Padra Road,  
Vadodara 390 007, India.



|                                                                                                                                                                            |               |                 |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|-----------------|
| Retirals                                                                                                                                                                   |               |                 |
| Retirals (PF, Gratuity) ***                                                                                                                                                | 2,383         | 28,596          |
|                                                                                                                                                                            |               |                 |
| <b>Total CTC</b>                                                                                                                                                           | <b>25,933</b> | <b>3,11,196</b> |
|                                                                                                                                                                            |               |                 |
| Performance Linked Retention Pay #                                                                                                                                         | 2,250         | 27,000          |
|                                                                                                                                                                            |               |                 |
| <b>Total (incl PLRP)</b>                                                                                                                                                   | <b>28196</b>  | <b>350196</b>   |
| * Supplementary allowance will include Conveyance / Travel allowance, LTA, Medical, Canteen and any other allowance                                                        |               |                 |
| *** You will be eligible for Retirement Benefits of the Bank; namely Provident Fund and Gratuity, in accordance with the statutory requirements and/or, as per Bank policy |               |                 |
| #Please note that there is no guaranteed performance linked retention pay, subject to however provisions of the payment of Bonus Act 1965, wherever applicable.            |               |                 |

**Date:** 05-Apr-2022

**ICICI Bank Limited**  
ICICI Bank Towers  
Bandra-Kurla Complex  
Mumbai 400 051, India.

Tel.: (91-22) 2653 1414  
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Near Chakli Circle,  
Old Padra Road,  
Vadodara 390 007, India.



PRIVATE AND CONFIDENTIAL

**Reference No. - 1384045369**

**Applicant ID - 4394140**

05-Apr-2022

Bharath

Dear Bharath,

We take great pleasure in extending an offer to you for being a part of ICICI Bank.

Please find enclosed the job offer letter. Kindly note, that the offer of appointment is subject to you having fulfilled the requirements of successful completion of the degree programme within the timeline- which is the basic requirement of your eligibility. In an event, where the laid out requirements are not met within the stipulated timeline, this offer shall be withdrawn, cancelled and stand revoked which please take a note of.

Please quote your reference number, which is appearing on the top of this letter for all future correspondence.

In case you have any queries please feel free to contact at the below mentioned details:

E-Mail Address : [icicicareers@icicibank.com](mailto:icicicareers@icicibank.com)

Telephone No. : 022-71872500

Yours sincerely,

ICICI Bank HR Team

PRIVATE AND CONFIDENTIAL

**Reference No. - 1384045369**

**Applicant ID - 4394140**

05-Apr-2022

Bharath

Dear Bharath,

We are pleased to make you an offer of appointment as Assistant Manager in ICICI Bank. You will be placed in CORPORATE EMP SOLUTIONS GROUP at BENGALURU - R T NAGAR\_BR.

Kindly note, that the offer of appointment is subject to you having fulfilled the requirements of successful completion of the degree programme within the timeline- which is the basic requirement of your eligibility. In an event, where the laid out requirements are not met within the stipulated timeline, this offer shall be withdrawn, cancelled and stand revoked which please take a note of.

The details of your remuneration and benefits are given in Annexure.

The following are the terms and conditions of the appointment.

**Commencement/Term:**

- You shall be required to join the Bank on or before 22-Apr-2022.
- You will be on probation for a period of one year or such extended period as may be decided by the Bank based on your performance during the probation period.
- On satisfactory completion of your probation period, including that of extended period, if any, you will be confirmed in the services of the Bank in writing.

**Other Terms and Conditions of Service:**

**a) Professional Ethics & Confidentiality:** While you are in the services of the Bank, you are not permitted to carry on any business or profession or enter, for any part of your time, in any capacity, the services of, or be employed by or engaged with any other firm, company or person. You will devote your whole time and attention to your office work to promote the interest of the Bank. You will not divulge details like your compensation structure (CTC), performance rating, performance bonus amount, increment, etc. and will not divulge to any person or utilize any of the Bank's secrets or other related information (which you may possess by reason of your association with the Bank) with any external agencies, press etc. outside the Bank. Any act in breach of this term would entail initiation of appropriate action as deemed fit by the Bank.

- b) **IT Security Practice & Procedures:** While you are in the services of the Bank, you will adhere to the IT Security Practice & Procedures as prescribed by ICICI Bank. Any instance/s of violation or any attempted violation of the aforesaid IT Security Practices and Procedures on your part shall result in disciplinary action.

:2:

**Reference No. - 1384045369**

- Bharath
- **Notice Period:** In case you decide to leave the Bank's services during probation period or after confirmation, you will be required to give thirty days' notice. The Bank in its sole discretion can decide to waive off/reduce the notice period depending upon the exigencies. In such case, you would be required to pay to the Bank the gross salary for the notice period so reduced/waived off.

After confirmation, your services would be liable to be terminated by the Bank, by giving thirty days' notice or on payment of thirty days' gross salary in lieu of the notice period.

- **Transfer:** The Bank shall have the right to transfer/depute you to any of its offices or ICICI group companies in India and abroad.
- **Joining Competitor:** In the event of termination of your services by the Bank or your resignation from the services of the Bank, you shall not join any Banking or Financial Services Company for a period of six months from the date of resignation/termination.
- Please note that during the course of your services with the Bank or in the event of cessation of your services in future, due to any reason whatsoever, you shall, for a period of six months from the date of such cessation, directly or indirectly, either on your own accord or on behalf or in conjunction with any other person/s, firm or company refrain/desist from canvassing or soliciting or attempting to or inducing any employee(s)/business associate(s) to leave their current employment with the Bank/Group Companies/Business Partners to join the services of your new employer/firm/company or any other competitor of the Bank/Group Companies/Business Partners. Any act in contravention of the above provision shall entail initiation of appropriate action as deemed fit by the Bank.
- Please note that during the course of your services with the Bank you cannot be a member of any anti-social/national outfits or of any outfit which is declared as banned by the Government. Any act in breach of this term would entail initiation of appropriate action as deemed fit by the Bank.

:3:

**Reference No. - 1384045369**

Bharath

- Please note that while joining the services of the Bank and during the course of your services with the Bank, you would be required to notify the Bank immediately with details of civil or criminal case/s instituted against you in any Court of Law or any complaint/show cause notice /prosecution with/by any Police Station or by any statutory authority, as also you will notify any outcome of such complaint like filing of Chargesheet /Arrest/Conviction/Acquittal/Discharge. Any act in breach of this term would entail initiation of appropriate action as deemed fit by the Bank.
- The Bank expects resolution of issue/s relating to your employment, if any, within the framework internally, at all times during your service period and even after cessation of service due to any reason whatsoever. As such please note that any attempt to bring any outside influence - directly or indirectly - upon any authority to further your interest/s in respect of matters pertaining to your services with the Bank would amount to breach of employment contract leading to initiation of appropriate action.
- Please note that during the course of your services with the Bank, you will not take part in any demonstration/agitation against the Bank and its official/s for or on behalf of any external bodies/political outfits- either as a member or as a sympathizer. Any act in contravention of the above would be treated as prejudicial to the interest and reputation of the Bank leading to initiation of appropriate action.
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  - a) Any breach of the conditions mentioned in this letter on your part
  - b) You not successfully completing the degree programme within the stipulated timeline during the current academic year and non-submission of your certificate and mark sheet within 3 months of result announcement
  - c) Any incorrect information furnished by you like:
    - Mismatch in your previous employment data even for a day
    - Mismatch in your previous pay slip
    - Fake qualification certificates etc; and
  - d) Suppression of any material information by you.
  - e) Any breach of the Rules and Regulations of the Bank as applicable/may be made applicable to you from time to time.

**Reference No. - 1384045369**

Bharath

**□ General:**

- Your appointment and continuation in employment are subject to reference checks, successful completion of your course during the current academic year and submission of your certificate and mark sheet within 3 months of joining.
- You will be bound by the Rules and Regulations of the Bank.
- You will keep us informed of any change in your residential address.
- Your acceptance is taken as your understanding that the role in ICICI Bank may involve sales. You may be required to travel extensively as per the requirement of your job/role or as may be needed for the exigencies of the Bank. Also, that you further understand that your services in the Bank are transferrable in any location and profile including sales, across geographies as per organization requirements. If you are agreeable to the above mentioned terms and conditions, please intimate your acceptance to us by returning a copy of this letter, duly signed by you, within seven days of receipt. In case no confirmation is received within the above-mentioned period the appointment letter shall be deemed to have been withdrawn.

Yours sincerely,

Amit Prakash

I have read all the terms and conditions of the offer and would like to confirm my acceptance

Signature of Applicant

:5:

**Reference No. - 1384045369**

Bharath

**Annexure:**

**Remuneration:**

- Your Base Salary will be Rs. 84,000/- (Rupees Eighty Four Thousand only) per annum.
- You will be eligible for the Performance Linked Retention Pay, as per the policy of the Bank. Please note that there is no guaranteed performance bonus, subject to however provisions of the Payment of Bonus Act 1965, wherever applicable. The performance linked Retention pay would be payable to an employee only if the employee on the day of payout is on the rolls of the bank and he/she has not resigned and / or is serving notice period.

**Supplementary Allowances:**

- You will be eligible for a Supplementary Allowance of Rs. 1,44,000/- (Rupees One Lakh Forty Four Thousand only) per annum. Supplementary allowance will include –Conveyance / Travel Allowance, LTA, Medical Reimbursement, Canteen and any other allowance. All the components of supplementary allowance are subject to limits and rules prescribed by Income tax act and policies of the bank.
- You will be eligible for HRA of Rs. 42,000/- (Rupees Forty Two Thousand only) per annum.
- The composition of supplementary allowance can be decided once in a year. The unexercised amount of the supplementary allowance will be paid to the employee subject to deduction of tax at source.

**Superannuation Allowances:**

- You will be eligible for a Superannuation Allowance of Rs. 12,600/- (Rupees Twelve Thousand Six Hundred only) per annum.

:6:



**Reference No. - 1384045369**

Bharath

**Benefits:**

- Comprehensive Mediclaim Coverage for you and your immediate family up to Rs.400,000/- (Rupees Four Lakh only) per annum. Your immediate family includes yourself, your spouse and dependent children. You will also be eligible for Retirement Benefits of the Bank; namely Provident Fund and Gratuity, in accordance with the statutory requirements and/or, as per Bank policy.
- The salary and perquisites including supplementary allowance are subject to limits and rules prescribed by the Income Tax Act / Rules and policies of the Company.
- Maternity leave benefits as defined under the Maternity Benefit (Amendment) Act, 2017 are offered to eligible women employees by the Bank. Details of all types of leaves including the Maternity leave benefits offered to employees and eligibility criteria for availing such benefits are notified by the Bank under "Employee Benefit Policies" available on the Bank's intranet which will be accessible upon joining the Bank.

Signature of Applicant

**JOINING FORMALITIES**

The process to join the Bank is by way of completing the online joining formalities. You are required to complete the online joining formalities within 5 days from the date of accepting offer letter. Please note that completion of online joining formalities is a mandatory process.

The login credentials are provided below:

**URL:** <https://www.icicicareers.com/Careers/CP/CandidateLogin.aspx>

**Username:** Registered email id or Applicant id



**Password:** Which has been already communicated to you through registered email id. In case, you do not remember the password, please use “forgot password “option to generate a new password.

Following documents (xerox copies) are required to be uploaded:

- 1) Self-attested copies of educational certificates and marksheets (Xth/XIIth/ Graduation/ Post graduation)
- 2) Work Experience Document
  - a. Resignation accepted letter from current organization
  - b. Relieving letter from two previous employers or companies worked in last five years whichever is higher
- 3) Passport size Photograph (against Red background)
- 4) Address proof (Passport/Voter id/Ration card)
- 5) PAN Card

Please note that you are required to attend Induction program (I-Banker) on your date of joining. You shall be communicated about the date, time and venue for induction program (I-Banker) by your Recruitment Manager.

#### Remuneration Details

**Name :** Bharath

**Position:** Assistant Manager

**Group:** RETAIL BANKING GROUP

|                             | Assistant Manager |                 |
|-----------------------------|-------------------|-----------------|
|                             | Monthly           | Annual          |
| Basic                       | 7000              | 84,000          |
| HRA                         | 3,500             | 42,000          |
| Supplementary Allowance *   | 16,000            | 1,74,000        |
| Superannuation Allowance ** | 1050.00           | 12,600          |
|                             |                   |                 |
| <b>Total</b>                | <b>23,550</b>     | <b>2,82,600</b> |
|                             |                   |                 |

**ICICI Bank Limited**  
ICICI Bank Towers  
Bandra-Kurla Complex  
Mumbai 400 051, India.

Tel.: (91-22) 2653 1414  
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CIN.: L65190GJ1994PLC021012

Regd. Office : ICICI Bank Tower,  
Near Chakli Circle,  
Old Padra Road,  
Vadodara 390 007, India.



|                                                                                                                                                                            |               |                 |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|-----------------|
| Retirals                                                                                                                                                                   |               |                 |
| Retirals (PF, Gratuity) ***                                                                                                                                                | 2,383         | 28,596          |
|                                                                                                                                                                            |               |                 |
| <b>Total CTC</b>                                                                                                                                                           | <b>25,933</b> | <b>3,11,196</b> |
|                                                                                                                                                                            |               |                 |
| Performance Linked Retention Pay #                                                                                                                                         | 2,250         | 27,000          |
|                                                                                                                                                                            |               |                 |
| <b>Total (incl PLRP)</b>                                                                                                                                                   | <b>28196</b>  | <b>350196</b>   |
| * Supplementary allowance will include Conveyance / Travel allowance, LTA, Medical, Canteen and any other allowance                                                        |               |                 |
| *** You will be eligible for Retirement Benefits of the Bank; namely Provident Fund and Gratuity, in accordance with the statutory requirements and/or, as per Bank policy |               |                 |
| #Please note that there is no guaranteed performance linked retention pay, subject to however provisions of the payment of Bonus Act 1965, wherever applicable.            |               |                 |

**Date:** 05-Apr-2022

**ICICI Bank Limited**  
ICICI Bank Towers  
Bandra-Kurla Complex  
Mumbai 400 051, India.

Tel.: (91-22) 2653 1414  
Fax: (91-22) 2653 1122  
Website [www.icicibank.com](http://www.icicibank.com)  
CIN.: L65190GJ1994PLC021012

Regd. Office : ICICI Bank Tower,  
Near Chakli Circle,  
Old Padra Road,  
Vadodara 390 007, India.



PRIVATE AND CONFIDENTIAL

**Reference No. - 1384045376**

**Applicant ID - 4394147**

05-Apr-2022

Chaithra

Dear Chaithra,

We take great pleasure in extending an offer to you for being a part of ICICI Bank.

Please find enclosed the job offer letter. Kindly note, that the offer of appointment is subject to you having fulfilled the requirements of successful completion of the degree programme within the timeline- which is the basic requirement of your eligibility. In an event, where the laid out requirements are not met within the stipulated timeline, this offer shall be withdrawn, cancelled and stand revoked which please take a note of.

Please quote your reference number, which is appearing on the top of this letter for all future correspondence.

In case you have any queries please feel free to contact at the below mentioned details:

E-Mail Address : [icicicareers@icicibank.com](mailto:icicicareers@icicibank.com)

Telephone No. : 022-71872500

Yours sincerely,

ICICI Bank HR Team

PRIVATE AND CONFIDENTIAL

**Reference No. - 1384045376**

**Applicant ID - 4394147**

05-Apr-2022

Chaithra

Dear Chaithra,

We are pleased to make you an offer of appointment as Assistant Manager in ICICI Bank. You will be placed in CORPORATE EMP SOLUTIONS GROUP at BENGALURU - R T NAGAR\_BR.

Kindly note, that the offer of appointment is subject to you having fulfilled the requirements of successful completion of the degree programme within the timeline- which is the basic requirement of your eligibility. In an event, where the laid out requirements are not met within the stipulated timeline, this offer shall be withdrawn, cancelled and stand revoked which please take a note of.

The details of your remuneration and benefits are given in Annexure.

The following are the terms and conditions of the appointment.

**Commencement/Term:**

- You shall be required to join the Bank on or before 22-Apr-2022.
- You will be on probation for a period of one year or such extended period as may be decided by the Bank based on your performance during the probation period.
- On satisfactory completion of your probation period, including that of extended period, if any, you will be confirmed in the services of the Bank in writing.

**Other Terms and Conditions of Service:**

**a) Professional Ethics & Confidentiality:** While you are in the services of the Bank, you are not permitted to carry on any business or profession or enter, for any part of your time, in any capacity, the services of, or be employed by or engaged with any other firm, company or person. You will devote your whole time and attention to your office work to promote the interest of the Bank. You will not divulge details like your compensation structure (CTC), performance rating, performance bonus amount, increment, etc. and will not divulge to any person or utilize any of the Bank's secrets or other related information (which you may possess by reason of your association with the Bank) with any external agencies, press etc. outside the Bank. Any act in breach of this term would entail initiation of appropriate action as deemed fit by the Bank.

- b) **IT Security Practice & Procedures:** While you are in the services of the Bank, you will adhere to the IT Security Practice & Procedures as prescribed by ICICI Bank. Any instance/s of violation or any attempted violation of the aforesaid IT Security Practices and Procedures on your part shall result in disciplinary action.

:2:

**Reference No. - 1384045376**

- Chaithra
- **Notice Period:** In case you decide to leave the Bank's services during probation period or after confirmation, you will be required to give thirty days' notice. The Bank in its sole discretion can decide to waive off/reduce the notice period depending upon the exigencies. In such case, you would be required to pay to the Bank the gross salary for the notice period so reduced/waived off.

After confirmation, your services would be liable to be terminated by the Bank, by giving thirty days' notice or on payment of thirty days' gross salary in lieu of the notice period.

- **Transfer:** The Bank shall have the right to transfer/depute you to any of its offices or ICICI group companies in India and abroad.
- **Joining Competitor:** In the event of termination of your services by the Bank or your resignation from the services of the Bank, you shall not join any Banking or Financial Services Company for a period of six months from the date of resignation/termination.
- Please note that during the course of your services with the Bank or in the event of cessation of your services in future, due to any reason whatsoever, you shall, for a period of six months from the date of such cessation, directly or indirectly, either on your own accord or on behalf or in conjunction with any other person/s, firm or company refrain/desist from canvassing or soliciting or attempting to or inducing any employee(s)/business associate(s) to leave their current employment with the Bank/Group Companies/Business Partners to join the services of your new employer/firm/company or any other competitor of the Bank/Group Companies/Business Partners. Any act in contravention of the above provision shall entail initiation of appropriate action as deemed fit by the Bank.
- Please note that during the course of your services with the Bank you cannot be a member of any anti-social/national outfits or of any outfit which is declared as banned by the Government. Any act in breach of this term would entail initiation of appropriate action as deemed fit by the Bank.

:3:

**Reference No. - 1384045376**

Chaithra

- Please note that while joining the services of the Bank and during the course of your services with the Bank, you would be required to notify the Bank immediately with details of civil or criminal case/s instituted against you in any Court of Law or any complaint/show cause notice /prosecution with/by any Police Station or by any statutory authority, as also you will notify any outcome of such complaint like filing of Chargesheet /Arrest/Conviction/Acquittal/Discharge. Any act in breach of this term would entail initiation of appropriate action as deemed fit by the Bank.
- The Bank expects resolution of issue/s relating to your employment, if any, within the framework internally, at all times during your service period and even after cessation of service due to any reason whatsoever. As such please note that any attempt to bring any outside influence - directly or indirectly - upon any authority to further your interest/s in respect of matters pertaining to your services with the Bank would amount to breach of employment contract leading to initiation of appropriate action.
- Please note that during the course of your services with the Bank, you will not take part in any demonstration/agitation against the Bank and its official/s for or on behalf of any external bodies/political outfits- either as a member or as a sympathizer. Any act in contravention of the above would be treated as prejudicial to the interest and reputation of the Bank leading to initiation of appropriate action.
- **Termination of Employment:** Your services with the Bank are liable to be terminated:
- Without assigning any reason and without giving any notice during probation period and after confirmation by giving thirty days' notice or on payment of thirty days' gross salary in lieu of the notice period and at any time during your services with the Bank in the event of
  - a) Any breach of the conditions mentioned in this letter on your part
  - b) You not successfully completing the degree programme within the stipulated timeline during the current academic year and non-submission of your certificate and mark sheet within 3 months of result announcement
  - c) Any incorrect information furnished by you like:
    - Mismatch in your previous employment data even for a day
    - Mismatch in your previous pay slip
    - Fake qualification certificates etc; and
  - d) Suppression of any material information by you.
  - e) Any breach of the Rules and Regulations of the Bank as applicable/may be made applicable to you from time to time.

:4

**Reference No. - 1384045376**

Chaithra

**□ General:**

- Your appointment and continuation in employment are subject to reference checks, successful completion of your course during the current academic year and submission of your certificate and mark sheet within 3 months of joining.
- You will be bound by the Rules and Regulations of the Bank.
- You will keep us informed of any change in your residential address.
- Your acceptance is taken as your understanding that the role in ICICI Bank may involve sales. You may be required to travel extensively as per the requirement of your job/role or as may be needed for the exigencies of the Bank. Also, that you further understand that your services in the Bank are transferrable in any location and profile including sales, across geographies as per organization requirements. If you are agreeable to the above mentioned terms and conditions, please intimate your acceptance to us by returning a copy of this letter, duly signed by you, within seven days of receipt. In case no confirmation is received within the above-mentioned period the appointment letter shall be deemed to have been withdrawn.

Yours sincerely,

Amit Prakash

I have read all the terms and conditions of the offer and would like to confirm my acceptance

Signature of Applicant

**ICICI Bank Limited**  
ICICI Bank Towers  
Bandra-Kurla Complex  
Mumbai 400 051, India.

Tel.: (91-22) 2653 1414  
Fax: (91-22) 2653 1122  
Website [www.icicibank.com](http://www.icicibank.com)  
CIN.: L65190GJ1994PLC021012

Regd. Office : ICICI Bank Tower,  
Near Chakli Circle,  
Old Padra Road,  
Vadodara 390 007, India.



:5:

**Reference No. - 1384045376**

Chaithra

**Annexure:**

**Remuneration:**

- Your Base Salary will be Rs. 84,000/- (Rupees Eighty Four Thousand only) per annum.
- You will eligible for the Performance Linked Retention Pay, as per the policy of the Bank. Please note that there is no guaranteed performance bonus, subject to however provisions of the Payment of Bonus Act 1965, wherever applicable. The performance linked Retention pay would be payable to an employee only if the employee on the day of payout is on the rolls of the bank and he/she has not resigned and / or is serving notice period.

**Supplementary Allowances:**

- You will be eligible for a Supplementary Allowance of Rs. 1,44,000/- (Rupees One Lakh Forty Four Thousand only) per annum. Supplementary allowance will include –Conveyance / Travel Allowance, LTA, Medical Reimbursement, Canteen and any other allowance. All the components of supplementary allowance are subject to limits and rules prescribed by Income tax act and policies of the bank.
- You will be eligible for HRA of Rs. 42,000/- (Rupees Forty Two Thousand only) per annum.
- The composition of supplementary allowance can be decided once in a year. The unexercised amount of the supplementary allowance will be paid to the employee subject to deduction of tax at source.

**Superannuation Allowances:**

- You will be eligible for a Superannuation Allowance of Rs. 12,600/- (Rupees Twelve Thousand Six Hundred only) per annum.

:6:

**Reference No. - 1384045376**

Chaithra

**Benefits:**

- Comprehensive Mediclaim Coverage for you and your immediate family up to Rs.400,000/- (Rupees Four Lakh only) per annum. Your immediate family includes yourself, your spouse and dependent children. You will also be eligible for Retirement Benefits of the Bank; namely Provident Fund and Gratuity, in accordance with the statutory requirements and/or, as per Bank policy.
- The salary and perquisites including supplementary allowance are subject to limits and rules prescribed by the Income Tax Act / Rules and policies of the Company.
- Maternity leave benefits as defined under the Maternity Benefit (Amendment) Act, 2017 are offered to eligible women employees by the Bank. Details of all types of leaves including the Maternity leave benefits offered to employees and eligibility criteria for availing such benefits are notified by the Bank under "Employee Benefit Policies" available on the Bank's intranet which will be accessible upon joining the Bank.

Signature of Applicant

**JOINING FORMALITIES**

The process to join the Bank is by way of completing the online joining formalities. You are required to complete the online joining formalities within 5 days from the date of accepting offer letter. Please note that completion of online joining formalities is a mandatory process.

The login credentials are provided below:

**URL:** <https://www.icicicareers.com/Careers/CP/CandidateLogin.aspx>

**Username:** Registered email id or Applicant id

**Password:** Which has been already communicated to you through registered email id. In case, you do not remember the password, please use “forgot password “option to generate a new password.

Following documents (xerox copies) are required to be uploaded:

- 1) Self-attested copies of educational certificates and marksheets (Xth/XIIth/ Graduation/ Post graduation)
- 2) Work Experience Document
  - a. Resignation accepted letter from current organization
  - b. Relieving letter from two previous employers or companies worked in last five years whichever is higher
- 3) Passport size Photograph (against Red background)
- 4) Address proof (Passport/Voter id/Ration card)
- 5) PAN Card

Please note that you are required to attend Induction program (I-Banker) on your date of joining. You shall be communicated about the date, time and venue for induction program (I-Banker) by your Recruitment Manager.

#### Remuneration Details

**Name :** Chaithra

**Position:** Assistant Manager

**Group:** RETAIL BANKING GROUP

|                             | Assistant Manager |                 |
|-----------------------------|-------------------|-----------------|
|                             | Monthly           | Annual          |
| Basic                       | 7000              | 84,000          |
| HRA                         | 3,500             | 42,000          |
| Supplementary Allowance *   | 16,000            | 1,74,000        |
| Superannuation Allowance ** | 1050.00           | 12,600          |
|                             |                   |                 |
| <b>Total</b>                | <b>23,550</b>     | <b>2,82,600</b> |
|                             |                   |                 |



|                                                                                                                                                                            |               |                 |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|-----------------|
| Retirals                                                                                                                                                                   |               |                 |
| Retirals (PF, Gratuity) ***                                                                                                                                                | 2,383         | 28,596          |
|                                                                                                                                                                            |               |                 |
| <b>Total CTC</b>                                                                                                                                                           | <b>25,933</b> | <b>3,11,196</b> |
|                                                                                                                                                                            |               |                 |
| Performance Linked Retention Pay #                                                                                                                                         | 2,250         | 27,000          |
|                                                                                                                                                                            |               |                 |
| <b>Total (incl PLRP)</b>                                                                                                                                                   | <b>28196</b>  | <b>350196</b>   |
| * Supplementary allowance will include Conveyance / Travel allowance, LTA, Medical, Canteen and any other allowance                                                        |               |                 |
| *** You will be eligible for Retirement Benefits of the Bank; namely Provident Fund and Gratuity, in accordance with the statutory requirements and/or, as per Bank policy |               |                 |
| #Please note that there is no guaranteed performance linked retention pay, subject to however provisions of the payment of Bonus Act 1965, wherever applicable.            |               |                 |

**Date:** 05-Apr-2022

**ICICI Bank Limited**  
ICICI Bank Towers  
Bandra-Kurla Complex  
Mumbai 400 051, India.

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CIN.: L65190GJ1994PLC021012

Regd. Office : ICICI Bank Tower,  
Near Chakli Circle,  
Old Padra Road,  
Vadodara 390 007, India.



PRIVATE AND CONFIDENTIAL

**Reference No. - 1384045368**

**Applicant ID - 4394139**

05-Apr-2022

Daphny P

Dear Daphny P,

We take great pleasure in extending an offer to you for being a part of ICICI Bank.

Please find enclosed the job offer letter. Kindly note, that the offer of appointment is subject to you having fulfilled the requirements of successful completion of the degree programme within the timeline- which is the basic requirement of your eligibility. In an event, where the laid out requirements are not met within the stipulated timeline, this offer shall be withdrawn, cancelled and stand revoked which please take a note of.

Please quote your reference number, which is appearing on the top of this letter for all future correspondence.

In case you have any queries please feel free to contact at the below mentioned details:

E-Mail Address : [icicicareers@icicibank.com](mailto:icicicareers@icicibank.com)

Telephone No. : 022-71872500

Yours sincerely,

ICICI Bank HR Team



PRIVATE AND CONFIDENTIAL

**Reference No. - 1384045368**

**Applicant ID - 4394139**

05-Apr-2022

Daphny P

Dear Daphny P,

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Kindly note, that the offer of appointment is subject to you having fulfilled the requirements of successful completion of the degree programme within the timeline- which is the basic requirement of your eligibility. In an event, where the laid out requirements are not met within the stipulated timeline, this offer shall be withdrawn, cancelled and stand revoked which please take a note of.

The details of your remuneration and benefits are given in Annexure.

The following are the terms and conditions of the appointment.

**Commencement/Term:**

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- On satisfactory completion of your probation period, including that of extended period, if any, you will be confirmed in the services of the Bank in writing.

**Other Terms and Conditions of Service:**

**a) Professional Ethics & Confidentiality:** While you are in the services of the Bank, you are not permitted to carry on any business or profession or enter, for any part of your time, in any capacity, the services of, or be employed by or engaged with any other firm, company or person. You will devote your whole time and attention to your office work to promote the interest of the Bank. You will not divulge details like your compensation structure (CTC), performance rating, performance bonus amount, increment, etc. and will not divulge to any person or utilize any of the Bank's secrets or other related information (which you may possess by reason of your association with the Bank) with any external agencies, press etc. outside the Bank. Any act in breach of this term would entail initiation of appropriate action as deemed fit by the Bank.

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- b) **IT Security Practice & Procedures:** While you are in the services of the Bank, you will adhere to the IT Security Practice & Procedures as prescribed by ICICI Bank. Any instance/s of violation or any attempted violation of the aforesaid IT Security Practices and Procedures on your part shall result in disciplinary action.

:2:

**Reference No. - 1384045368**

- Daphny P
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**Reference No. - 1384045368**

Daphny P

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:4

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Daphny P

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Yours sincerely,

Amit Prakash

I have read all the terms and conditions of the offer and would like to confirm my acceptance

Signature of Applicant

**ICICI Bank Limited**  
ICICI Bank Towers  
Bandra-Kurla Complex  
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Fax: (91-22) 2653 1122  
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CIN.: L65190GJ1994PLC021012

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:5:

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Daphny P

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**Superannuation Allowances:**

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:6:



**Reference No. - 1384045368**

Daphny P

**Benefits:**

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Signature of Applicant

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**Username:** Registered email id or Applicant id

**ICICI Bank Limited**  
ICICI Bank Towers  
Bandra-Kurla Complex  
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  - a. Resignation accepted letter from current organization
  - b. Relieving letter from two previous employers or companies worked in last five years whichever is higher
- 3) Passport size Photograph (against Red background)
- 4) Address proof (Passport/Voter id/Ration card)
- 5) PAN Card

Please note that you are required to attend Induction program (I-Banker) on your date of joining. You shall be communicated about the date, time and venue for induction program (I-Banker) by your Recruitment Manager.

#### Remuneration Details

**Name :** Daphny P

**Position:** Assistant Manager

**Group:** RETAIL BANKING GROUP

|                             | Assistant Manager |                 |
|-----------------------------|-------------------|-----------------|
|                             | Monthly           | Annual          |
| Basic                       | 7000              | 84,000          |
| HRA                         | 3,500             | 42,000          |
| Supplementary Allowance *   | 16,000            | 1,74,000        |
| Superannuation Allowance ** | 1050.00           | 12,600          |
|                             |                   |                 |
| <b>Total</b>                | <b>23,550</b>     | <b>2,82,600</b> |
|                             |                   |                 |



|                                                                                                                                                                            |               |                 |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|-----------------|
| Retirals                                                                                                                                                                   |               |                 |
| Retirals (PF, Gratuity) ***                                                                                                                                                | 2,383         | 28,596          |
|                                                                                                                                                                            |               |                 |
| <b>Total CTC</b>                                                                                                                                                           | <b>25,933</b> | <b>3,11,196</b> |
|                                                                                                                                                                            |               |                 |
| Performance Linked Retention Pay #                                                                                                                                         | 2,250         | 27,000          |
|                                                                                                                                                                            |               |                 |
| <b>Total (incl PLRP)</b>                                                                                                                                                   | <b>28196</b>  | <b>350196</b>   |
| * Supplementary allowance will include Conveyance / Travel allowance, LTA, Medical, Canteen and any other allowance                                                        |               |                 |
| *** You will be eligible for Retirement Benefits of the Bank; namely Provident Fund and Gratuity, in accordance with the statutory requirements and/or, as per Bank policy |               |                 |
| #Please note that there is no guaranteed performance linked retention pay, subject to however provisions of the payment of Bonus Act 1965, wherever applicable.            |               |                 |

**Date:** 05-Apr-2022

**ICICI Bank Limited**  
ICICI Bank Towers  
Bandra-Kurla Complex  
Mumbai 400 051, India.

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Fax: (91-22) 2653 1122  
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Old Padra Road,  
Vadodara 390 007, India.



PRIVATE AND CONFIDENTIAL

**Reference No. - 1384045379**

**Applicant ID - 4394150**

05-Apr-2022

Darshan

Dear Darshan,

We take great pleasure in extending an offer to you for being a part of ICICI Bank.

Please find enclosed the job offer letter. Kindly note, that the offer of appointment is subject to you having fulfilled the requirements of successful completion of the degree programme within the timeline- which is the basic requirement of your eligibility. In an event, where the laid out requirements are not met within the stipulated timeline, this offer shall be withdrawn, cancelled and stand revoked which please take a note of.

Please quote your reference number, which is appearing on the top of this letter for all future correspondence.

In case you have any queries please feel free to contact at the below mentioned details:

E-Mail Address : [icicicareers@icicibank.com](mailto:icicicareers@icicibank.com)

Telephone No. : 022-71872500

Yours sincerely,

ICICI Bank HR Team

PRIVATE AND CONFIDENTIAL

**Reference No. - 1384045379**

**Applicant ID - 4394150**

05-Apr-2022

Darshan

Dear Darshan,

We are pleased to make you an offer of appointment as Assistant Manager in ICICI Bank. You will be placed in CORPORATE EMP SOLUTIONS GROUP at BENGALURU - R T NAGAR\_BR.

Kindly note, that the offer of appointment is subject to you having fulfilled the requirements of successful completion of the degree programme within the timeline- which is the basic requirement of your eligibility. In an event, where the laid out requirements are not met within the stipulated timeline, this offer shall be withdrawn, cancelled and stand revoked which please take a note of.

The details of your remuneration and benefits are given in Annexure.

The following are the terms and conditions of the appointment.

**Commencement/Term:**

- You shall be required to join the Bank on or before 22-Apr-2022.
- You will be on probation for a period of one year or such extended period as may be decided by the Bank based on your performance during the probation period.
- On satisfactory completion of your probation period, including that of extended period, if any, you will be confirmed in the services of the Bank in writing.

**Other Terms and Conditions of Service:**

**a) Professional Ethics & Confidentiality:** While you are in the services of the Bank, you are not permitted to carry on any business or profession or enter, for any part of your time, in any capacity, the services of, or be employed by or engaged with any other firm, company or person. You will devote your whole time and attention to your office work to promote the interest of the Bank. You will not divulge details like your compensation structure (CTC), performance rating, performance bonus amount, increment, etc. and will not divulge to any person or utilize any of the Bank's secrets or other related information (which you may possess by reason of your association with the Bank) with any external agencies, press etc. outside the Bank. Any act in breach of this term would entail initiation of appropriate action as deemed fit by the Bank.

- b) **IT Security Practice & Procedures:** While you are in the services of the Bank, you will adhere to the IT Security Practice & Procedures as prescribed by ICICI Bank. Any instance/s of violation or any attempted violation of the aforesaid IT Security Practices and Procedures on your part shall result in disciplinary action.

:2:

**Reference No. - 1384045379**

- Darshan
- **Notice Period:** In case you decide to leave the Bank's services during probation period or after confirmation, you will be required to give thirty days' notice. The Bank in its sole discretion can decide to waive off/reduce the notice period depending upon the exigencies. In such case, you would be required to pay to the Bank the gross salary for the notice period so reduced/waived off.

After confirmation, your services would be liable to be terminated by the Bank, by giving thirty days' notice or on payment of thirty days' gross salary in lieu of the notice period.

- **Transfer:** The Bank shall have the right to transfer/depute you to any of its offices or ICICI group companies in India and abroad.
- **Joining Competitor:** In the event of termination of your services by the Bank or your resignation from the services of the Bank, you shall not join any Banking or Financial Services Company for a period of six months from the date of resignation/termination.
- Please note that during the course of your services with the Bank or in the event of cessation of your services in future, due to any reason whatsoever, you shall, for a period of six months from the date of such cessation, directly or indirectly, either on your own accord or on behalf or in conjunction with any other person/s, firm or company refrain/desist from canvassing or soliciting or attempting to or inducing any employee(s)/business associate(s) to leave their current employment with the Bank/Group Companies/Business Partners to join the services of your new employer/firm/company or any other competitor of the Bank/Group Companies/Business Partners. Any act in contravention of the above provision shall entail initiation of appropriate action as deemed fit by the Bank.
- Please note that during the course of your services with the Bank you cannot be a member of any anti-social/national outfits or of any outfit which is declared as banned by the Government. Any act in breach of this term would entail initiation of appropriate action as deemed fit by the Bank.

:3:



**Reference No. - 1384045379**

Darshan

- Please note that while joining the services of the Bank and during the course of your services with the Bank, you would be required to notify the Bank immediately with details of civil or criminal case/s instituted against you in any Court of Law or any complaint/show cause notice /prosecution with/by any Police Station or by any statutory authority, as also you will notify any outcome of such complaint like filing of Chargesheet /Arrest/Conviction/Acquittal/Discharge. Any act in breach of this term would entail initiation of appropriate action as deemed fit by the Bank.
- The Bank expects resolution of issue/s relating to your employment, if any, within the framework internally, at all times during your service period and even after cessation of service due to any reason whatsoever. As such please note that any attempt to bring any outside influence - directly or indirectly - upon any authority to further your interest/s in respect of matters pertaining to your services with the Bank would amount to breach of employment contract leading to initiation of appropriate action.
- Please note that during the course of your services with the Bank, you will not take part in any demonstration/agitation against the Bank and its official/s for or on behalf of any external bodies/political outfits- either as a member or as a sympathizer. Any act in contravention of the above would be treated as prejudicial to the interest and reputation of the Bank leading to initiation of appropriate action.
- **Termination of Employment:** Your services with the Bank are liable to be terminated:
- Without assigning any reason and without giving any notice during probation period and after confirmation by giving thirty days' notice or on payment of thirty days' gross salary in lieu of the notice period and at any time during your services with the Bank in the event of
  - a) Any breach of the conditions mentioned in this letter on your part
  - b) You not successfully completing the degree programme within the stipulated timeline during the current academic year and non-submission of your certificate and mark sheet within 3 months of result announcement
  - c) Any incorrect information furnished by you like:
    - Mismatch in your previous employment data even for a day
    - Mismatch in your previous pay slip
    - Fake qualification certificates etc; and
  - d) Suppression of any material information by you.
  - e) Any breach of the Rules and Regulations of the Bank as applicable/may be made applicable to you from time to time.

:4

**Reference No. - 1384045379**

Darshan

**□ General:**

- Your appointment and continuation in employment are subject to reference checks, successful completion of your course during the current academic year and submission of your certificate and mark sheet within 3 months of joining.
- You will be bound by the Rules and Regulations of the Bank.
- You will keep us informed of any change in your residential address.
- Your acceptance is taken as your understanding that the role in ICICI Bank may involve sales. You may be required to travel extensively as per the requirement of your job/role or as may be needed for the exigencies of the Bank. Also, that you further understand that your services in the Bank are transferrable in any location and profile including sales, across geographies as per organization requirements. If you are agreeable to the above mentioned terms and conditions, please intimate your acceptance to us by returning a copy of this letter, duly signed by you, within seven days of receipt. In case no confirmation is received within the above-mentioned period the appointment letter shall be deemed to have been withdrawn.

Yours sincerely,

Amit Prakash

I have read all the terms and conditions of the offer and would like to confirm my acceptance

Signature of Applicant

**ICICI Bank Limited**  
ICICI Bank Towers  
Bandra-Kurla Complex  
Mumbai 400 051, India.

Tel.: (91-22) 2653 1414  
Fax: (91-22) 2653 1122  
Website [www.icicibank.com](http://www.icicibank.com)  
CIN.: L65190GJ1994PLC021012

Regd. Office : ICICI Bank Tower,  
Near Chakli Circle,  
Old Padra Road,  
Vadodara 390 007, India.

:5:

**Reference No. - 1384045379**

Darshan

**Annexure:**

**Remuneration:**

- Your Base Salary will be Rs. 84,000/- (Rupees Eighty Four Thousand only) per annum.
- You will eligible for the Performance Linked Retention Pay, as per the policy of the Bank. Please note that there is no guaranteed performance bonus, subject to however provisions of the Payment of Bonus Act 1965, wherever applicable. The performance linked Retention pay would be payable to an employee only if the employee on the day of payout is on the rolls of the bank and he/she has not resigned and / or is serving notice period.

**Supplementary Allowances:**

- You will be eligible for a Supplementary Allowance of Rs. 1,44,000/- (Rupees One Lakh Forty Four Thousand only) per annum. Supplementary allowance will include –Conveyance / Travel Allowance, LTA, Medical Reimbursement, Canteen and any other allowance. All the components of supplementary allowance are subject to limits and rules prescribed by Income tax act and policies of the bank.
- You will be eligible for HRA of Rs. 42,000/- (Rupees Forty Two Thousand only) per annum.
- The composition of supplementary allowance can be decided once in a year. The unexercised amount of the supplementary allowance will be paid to the employee subject to deduction of tax at source.

**Superannuation Allowances:**

- You will be eligible for a Superannuation Allowance of Rs. 12,600/- (Rupees Twelve Thousand Six Hundred only) per annum.

:6:

**Reference No. - 1384045379**

Darshan

**Benefits:**

- Comprehensive Mediclaim Coverage for you and your immediate family up to Rs.400,000/- (Rupees Four Lakh only) per annum. Your immediate family includes yourself, your spouse and dependent children. You will also be eligible for Retirement Benefits of the Bank; namely Provident Fund and Gratuity, in accordance with the statutory requirements and/or, as per Bank policy.
- The salary and perquisites including supplementary allowance are subject to limits and rules prescribed by the Income Tax Act / Rules and policies of the Company.
- Maternity leave benefits as defined under the Maternity Benefit (Amendment) Act, 2017 are offered to eligible women employees by the Bank. Details of all types of leaves including the Maternity leave benefits offered to employees and eligibility criteria for availing such benefits are notified by the Bank under "Employee Benefit Policies" available on the Bank's intranet which will be accessible upon joining the Bank.

Signature of Applicant

**JOINING FORMALITIES**

The process to join the Bank is by way of completing the online joining formalities. You are required to complete the online joining formalities within 5 days from the date of accepting offer letter. Please note that completion of online joining formalities is a mandatory process.

The login credentials are provided below:

**URL:** <https://www.icicicareers.com/Careers/CP/CandidateLogin.aspx>

**Username:** Registered email id or Applicant id

**Password:** Which has been already communicated to you through registered email id. In case, you do not remember the password, please use “forgot password “option to generate a new password.

Following documents (xerox copies) are required to be uploaded:

- 1) Self-attested copies of educational certificates and marksheets (Xth/XIIth/ Graduation/ Post graduation)
- 2) Work Experience Document
  - a. Resignation accepted letter from current organization
  - b. Relieving letter from two previous employers or companies worked in last five years whichever is higher
- 3) Passport size Photograph (against Red background)
- 4) Address proof (Passport/Voter id/Ration card)
- 5) PAN Card

Please note that you are required to attend Induction program (I-Banker) on your date of joining. You shall be communicated about the date, time and venue for induction program (I-Banker) by your Recruitment Manager.

#### Remuneration Details

**Name :** Darshan

**Position:** Assistant Manager

**Group:** RETAIL BANKING GROUP

|                             | Assistant Manager |                 |
|-----------------------------|-------------------|-----------------|
|                             | Monthly           | Annual          |
| Basic                       | 7000              | 84,000          |
| HRA                         | 3,500             | 42,000          |
| Supplementary Allowance *   | 16,000            | 1,74,000        |
| Superannuation Allowance ** | 1050.00           | 12,600          |
|                             |                   |                 |
| <b>Total</b>                | <b>23,550</b>     | <b>2,82,600</b> |
|                             |                   |                 |



|                                                                                                                                                                            |               |                 |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|-----------------|
| Retirals                                                                                                                                                                   |               |                 |
| Retirals (PF, Gratuity) ***                                                                                                                                                | 2,383         | 28,596          |
|                                                                                                                                                                            |               |                 |
| <b>Total CTC</b>                                                                                                                                                           | <b>25,933</b> | <b>3,11,196</b> |
|                                                                                                                                                                            |               |                 |
| Performance Linked Retention Pay #                                                                                                                                         | 2,250         | 27,000          |
|                                                                                                                                                                            |               |                 |
| <b>Total (incl PLRP)</b>                                                                                                                                                   | <b>28196</b>  | <b>350196</b>   |
| * Supplementary allowance will include Conveyance / Travel allowance, LTA, Medical, Canteen and any other allowance                                                        |               |                 |
| *** You will be eligible for Retirement Benefits of the Bank; namely Provident Fund and Gratuity, in accordance with the statutory requirements and/or, as per Bank policy |               |                 |
| #Please note that there is no guaranteed performance linked retention pay, subject to however provisions of the payment of Bonus Act 1965, wherever applicable.            |               |                 |

**Date:** 05-Apr-2022

**ICICI Bank Limited**  
ICICI Bank Towers  
Bandra-Kurla Complex  
Mumbai 400 051, India.

Tel.: (91-22) 2653 1414  
Fax: (91-22) 2653 1122  
Website [www.icicibank.com](http://www.icicibank.com)  
CIN.: L65190GJ1994PLC021012

Regd. Office : ICICI Bank Tower,  
Near Chakli Circle,  
Old Padra Road,  
Vadodara 390 007, India.

PRIVATE AND CONFIDENTIAL

**Reference No. - 1384045365**

**Applicant ID - 4394136**

05-Apr-2022

Devang K

Dear Devang K,

We take great pleasure in extending an offer to you for being a part of ICICI Bank.

Please find enclosed the job offer letter. Kindly note, that the offer of appointment is subject to you having fulfilled the requirements of successful completion of the degree programme within the timeline- which is the basic requirement of your eligibility. In an event, where the laid out requirements are not met within the stipulated timeline, this offer shall be withdrawn, cancelled and stand revoked which please take a note of.

Please quote your reference number, which is appearing on the top of this letter for all future correspondence.

In case you have any queries please feel free to contact at the below mentioned details:

E-Mail Address : [icicicareers@icicibank.com](mailto:icicicareers@icicibank.com)

Telephone No. : 022-71872500

Yours sincerely,

ICICI Bank HR Team

PRIVATE AND CONFIDENTIAL

**Reference No. - 1384045365**

**Applicant ID - 4394136**

05-Apr-2022

Devang K

Dear Devang K,

We are pleased to make you an offer of appointment as Assistant Manager in ICICI Bank. You will be placed in CORPORATE EMP SOLUTIONS GROUP at BENGALURU - R T NAGAR\_BR.

Kindly note, that the offer of appointment is subject to you having fulfilled the requirements of successful completion of the degree programme within the timeline- which is the basic requirement of your eligibility. In an event, where the laid out requirements are not met within the stipulated timeline, this offer shall be withdrawn, cancelled and stand revoked which please take a note of.

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**Other Terms and Conditions of Service:**

**a) Professional Ethics & Confidentiality:** While you are in the services of the Bank, you are not permitted to carry on any business or profession or enter, for any part of your time, in any capacity, the services of, or be employed by or engaged with any other firm, company or person. You will devote your whole time and attention to your office work to promote the interest of the Bank. You will not divulge details like your compensation structure (CTC), performance rating, performance bonus amount, increment, etc. and will not divulge to any person or utilize any of the Bank's secrets or other related information (which you may possess by reason of your association with the Bank) with any external agencies, press etc. outside the Bank. Any act in breach of this term would entail initiation of appropriate action as deemed fit by the Bank.



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:2:

**Reference No. - 1384045365**

- Devang K
- **Notice Period:** In case you decide to leave the Bank's services during probation period or after confirmation, you will be required to give thirty days' notice. The Bank in its sole discretion can decide to waive off/reduce the notice period depending upon the exigencies. In such case, you would be required to pay to the Bank the gross salary for the notice period so reduced/waived off.

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- Please note that during the course of your services with the Bank or in the event of cessation of your services in future, due to any reason whatsoever, you shall, for a period of six months from the date of such cessation, directly or indirectly, either on your own accord or on behalf or in conjunction with any other person/s, firm or company refrain/desist from canvassing or soliciting or attempting to or inducing any employee(s)/business associate(s) to leave their current employment with the Bank/Group Companies/Business Partners to join the services of your new employer/firm/company or any other competitor of the Bank/Group Companies/Business Partners. Any act in contravention of the above provision shall entail initiation of appropriate action as deemed fit by the Bank.
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:3:

**Reference No. - 1384045365**

Devang K

- Please note that while joining the services of the Bank and during the course of your services with the Bank, you would be required to notify the Bank immediately with details of civil or criminal case/s instituted against you in any Court of Law or any complaint/show cause notice /prosecution with/by any Police Station or by any statutory authority, as also you will notify any outcome of such complaint like filing of Chargesheet /Arrest/Conviction/Acquittal/Discharge. Any act in breach of this term would entail initiation of appropriate action as deemed fit by the Bank.
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:4

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Devang K

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Yours sincerely,

Amit Prakash

I have read all the terms and conditions of the offer and would like to confirm my acceptance

Signature of Applicant

**ICICI Bank Limited**  
ICICI Bank Towers  
Bandra-Kurla Complex  
Mumbai 400 051, India.

Tel.: (91-22) 2653 1414  
Fax: (91-22) 2653 1122  
Website [www.icicibank.com](http://www.icicibank.com)  
CIN.: L65190GJ1994PLC021012

Regd. Office : ICICI Bank Tower,  
Near Chakli Circle,  
Old Padra Road,  
Vadodara 390 007, India.

:5:

**Reference No. - 1384045365**

Devang K

**Annexure:**

**Remuneration:**

- Your Base Salary will be Rs. 84,000/- (Rupees Eighty Four Thousand only) per annum.
- You will be eligible for the Performance Linked Retention Pay, as per the policy of the Bank. Please note that there is no guaranteed performance bonus, subject to however provisions of the Payment of Bonus Act 1965, wherever applicable. The performance linked Retention pay would be payable to an employee only if the employee on the day of payout is on the rolls of the bank and he/she has not resigned and / or is serving notice period.

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- You will be eligible for HRA of Rs. 42,000/- (Rupees Forty Two Thousand only) per annum.
- The composition of supplementary allowance can be decided once in a year. The unexercised amount of the supplementary allowance will be paid to the employee subject to deduction of tax at source.

**Superannuation Allowances:**

- You will be eligible for a Superannuation Allowance of Rs. 12,600/- (Rupees Twelve Thousand Six Hundred only) per annum.

:6:

**Reference No. - 1384045365**

Devang K

**Benefits:**

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- The salary and perquisites including supplementary allowance are subject to limits and rules prescribed by the Income Tax Act / Rules and policies of the Company.
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Signature of Applicant

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**Username:** Registered email id or Applicant id

**Password:** Which has been already communicated to you through registered email id. In case, you do not remember the password, please use “forgot password “option to generate a new password.

Following documents (xerox copies) are required to be uploaded:

- 1) Self-attested copies of educational certificates and marksheets (Xth/XIIth/ Graduation/ Post graduation)
- 2) Work Experience Document
  - a. Resignation accepted letter from current organization
  - b. Relieving letter from two previous employers or companies worked in last five years whichever is higher
- 3) Passport size Photograph (against Red background)
- 4) Address proof (Passport/Voter id/Ration card)
- 5) PAN Card

Please note that you are required to attend Induction program (I-Banker) on your date of joining. You shall be communicated about the date, time and venue for induction program (I-Banker) by your Recruitment Manager.

#### Remuneration Details

**Name :** Devang K

**Position:** Assistant Manager

**Group:** RETAIL BANKING GROUP

|                             | Assistant Manager |                 |
|-----------------------------|-------------------|-----------------|
|                             | Monthly           | Annual          |
| Basic                       | 7000              | 84,000          |
| HRA                         | 3,500             | 42,000          |
| Supplementary Allowance *   | 16,000            | 1,74,000        |
| Superannuation Allowance ** | 1050.00           | 12,600          |
|                             |                   |                 |
| <b>Total</b>                | <b>23,550</b>     | <b>2,82,600</b> |
|                             |                   |                 |



|                                                                                                                                                                            |               |                 |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|-----------------|
| Retirals                                                                                                                                                                   |               |                 |
| Retirals (PF, Gratuity) ***                                                                                                                                                | 2,383         | 28,596          |
|                                                                                                                                                                            |               |                 |
| <b>Total CTC</b>                                                                                                                                                           | <b>25,933</b> | <b>3,11,196</b> |
|                                                                                                                                                                            |               |                 |
| Performance Linked Retention Pay #                                                                                                                                         | 2,250         | 27,000          |
|                                                                                                                                                                            |               |                 |
| <b>Total (incl PLRP)</b>                                                                                                                                                   | <b>28196</b>  | <b>350196</b>   |
| * Supplementary allowance will include Conveyance / Travel allowance, LTA, Medical, Canteen and any other allowance                                                        |               |                 |
| *** You will be eligible for Retirement Benefits of the Bank; namely Provident Fund and Gratuity, in accordance with the statutory requirements and/or, as per Bank policy |               |                 |
| #Please note that there is no guaranteed performance linked retention pay, subject to however provisions of the payment of Bonus Act 1965, wherever applicable.            |               |                 |

**Date:** 05-Apr-2022

**ICICI Bank Limited**  
ICICI Bank Towers  
Bandra-Kurla Complex  
Mumbai 400 051, India.

Tel.: (91-22) 2653 1414  
Fax: (91-22) 2653 1122  
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CIN.: L65190GJ1994PLC021012

Regd. Office : ICICI Bank Tower,  
Near Chakli Circle,  
Old Padra Road,  
Vadodara 390 007, India.



PRIVATE AND CONFIDENTIAL

**Reference No. - 1384045381**

**Applicant ID - 4394152**

05-Apr-2022

Gangaraj M

Dear Gangaraj M,

We take great pleasure in extending an offer to you for being a part of ICICI Bank.

Please find enclosed the job offer letter. Kindly note, that the offer of appointment is subject to you having fulfilled the requirements of successful completion of the degree programme within the timeline- which is the basic requirement of your eligibility. In an event, where the laid out requirements are not met within the stipulated timeline, this offer shall be withdrawn, cancelled and stand revoked which please take a note of.

Please quote your reference number, which is appearing on the top of this letter for all future correspondence.

In case you have any queries please feel free to contact at the below mentioned details:

E-Mail Address : [icicicareers@icicibank.com](mailto:icicicareers@icicibank.com)

Telephone No. : 022-71872500

Yours sincerely,

ICICI Bank HR Team



PRIVATE AND CONFIDENTIAL

**Reference No. - 1384045381**

**Applicant ID - 4394152**

05-Apr-2022

Gangaraj M

Dear Gangaraj M,

We are pleased to make you an offer of appointment as Assistant Manager in ICICI Bank. You will be placed in CORPORATE EMP SOLUTIONS GROUP at BENGALURU - R T NAGAR\_BR.

Kindly note, that the offer of appointment is subject to you having fulfilled the requirements of successful completion of the degree programme within the timeline- which is the basic requirement of your eligibility. In an event, where the laid out requirements are not met within the stipulated timeline, this offer shall be withdrawn, cancelled and stand revoked which please take a note of.

The details of your remuneration and benefits are given in Annexure.

The following are the terms and conditions of the appointment.

**Commencement/Term:**

- You shall be required to join the Bank on or before 22-Apr-2022.
- You will be on probation for a period of one year or such extended period as may be decided by the Bank based on your performance during the probation period.
- On satisfactory completion of your probation period, including that of extended period, if any, you will be confirmed in the services of the Bank in writing.

**Other Terms and Conditions of Service:**

**a) Professional Ethics & Confidentiality:** While you are in the services of the Bank, you are not permitted to carry on any business or profession or enter, for any part of your time, in any capacity, the services of, or be employed by or engaged with any other firm, company or person. You will devote your whole time and attention to your office work to promote the interest of the Bank. You will not divulge details like your compensation structure (CTC), performance rating, performance bonus amount, increment, etc. and will not divulge to any person or utilize any of the Bank's secrets or other related information (which you may possess by reason of your association with the Bank) with any external agencies, press etc. outside the Bank. Any act in breach of this term would entail initiation of appropriate action as deemed fit by the Bank.

- b) **IT Security Practice & Procedures:** While you are in the services of the Bank, you will adhere to the IT Security Practice & Procedures as prescribed by ICICI Bank. Any instance/s of violation or any attempted violation of the aforesaid IT Security Practices and Procedures on your part shall result in disciplinary action.

:2:

**Reference No. - 1384045381**

- Gangaraj M
- **Notice Period:** In case you decide to leave the Bank's services during probation period or after confirmation, you will be required to give thirty days' notice. The Bank in its sole discretion can decide to waive off/reduce the notice period depending upon the exigencies. In such case, you would be required to pay to the Bank the gross salary for the notice period so reduced/waived off.

After confirmation, your services would be liable to be terminated by the Bank, by giving thirty days' notice or on payment of thirty days' gross salary in lieu of the notice period.

- **Transfer:** The Bank shall have the right to transfer/depute you to any of its offices or ICICI group companies in India and abroad.
- **Joining Competitor:** In the event of termination of your services by the Bank or your resignation from the services of the Bank, you shall not join any Banking or Financial Services Company for a period of six months from the date of resignation/termination.
- Please note that during the course of your services with the Bank or in the event of cessation of your services in future, due to any reason whatsoever, you shall, for a period of six months from the date of such cessation, directly or indirectly, either on your own accord or on behalf or in conjunction with any other person/s, firm or company refrain/desist from canvassing or soliciting or attempting to or inducing any employee(s)/business associate(s) to leave their current employment with the Bank/Group Companies/Business Partners to join the services of your new employer/firm/company or any other competitor of the Bank/Group Companies/Business Partners. Any act in contravention of the above provision shall entail initiation of appropriate action as deemed fit by the Bank.
- Please note that during the course of your services with the Bank you cannot be a member of any anti-social/national outfits or of any outfit which is declared as banned by the Government. Any act in breach of this term would entail initiation of appropriate action as deemed fit by the Bank.

:3:

**Reference No. - 1384045381**

Gangaraj M

- Please note that while joining the services of the Bank and during the course of your services with the Bank, you would be required to notify the Bank immediately with details of civil or criminal case/s instituted against you in any Court of Law or any complaint/show cause notice /prosecution with/by any Police Station or by any statutory authority, as also you will notify any outcome of such complaint like filing of Chargesheet /Arrest/Conviction/Acquittal/Discharge. Any act in breach of this term would entail initiation of appropriate action as deemed fit by the Bank.
- The Bank expects resolution of issue/s relating to your employment, if any, within the framework internally, at all times during your service period and even after cessation of service due to any reason whatsoever. As such please note that any attempt to bring any outside influence - directly or indirectly - upon any authority to further your interest/s in respect of matters pertaining to your services with the Bank would amount to breach of employment contract leading to initiation of appropriate action.
- Please note that during the course of your services with the Bank, you will not take part in any demonstration/agitation against the Bank and its official/s for or on behalf of any external bodies/political outfits- either as a member or as a sympathizer. Any act in contravention of the above would be treated as prejudicial to the interest and reputation of the Bank leading to initiation of appropriate action.
- **Termination of Employment:** Your services with the Bank are liable to be terminated:
- Without assigning any reason and without giving any notice during probation period and after confirmation by giving thirty days' notice or on payment of thirty days' gross salary in lieu of the notice period and at any time during your services with the Bank in the event of
  - a) Any breach of the conditions mentioned in this letter on your part
  - b) You not successfully completing the degree programme within the stipulated timeline during the current academic year and non-submission of your certificate and mark sheet within 3 months of result announcement
  - c) Any incorrect information furnished by you like:
    - Mismatch in your previous employment data even for a day
    - Mismatch in your previous pay slip
    - Fake qualification certificates etc; and
  - d) Suppression of any material information by you.
  - e) Any breach of the Rules and Regulations of the Bank as applicable/may be made applicable to you from time to time.

:4

**Reference No. - 1384045381**

Gangaraj M

**□ General:**

- Your appointment and continuation in employment are subject to reference checks, successful completion of your course during the current academic year and submission of your certificate and mark sheet within 3 months of joining.
- You will be bound by the Rules and Regulations of the Bank.
- You will keep us informed of any change in your residential address.
- Your acceptance is taken as your understanding that the role in ICICI Bank may involve sales. You may be required to travel extensively as per the requirement of your job/role or as may be needed for the exigencies of the Bank. Also, that you further understand that your services in the Bank are transferrable in any location and profile including sales, across geographies as per organization requirements. If you are agreeable to the above mentioned terms and conditions, please intimate your acceptance to us by returning a copy of this letter, duly signed by you, within seven days of receipt. In case no confirmation is received within the above-mentioned period the appointment letter shall be deemed to have been withdrawn.

Yours sincerely,

Amit Prakash

I have read all the terms and conditions of the offer and would like to confirm my acceptance

Signature of Applicant

**ICICI Bank Limited**  
ICICI Bank Towers  
Bandra-Kurla Complex  
Mumbai 400 051, India.

Tel.: (91-22) 2653 1414  
Fax: (91-22) 2653 1122  
Website [www.icicibank.com](http://www.icicibank.com)  
CIN.: L65190GJ1994PLC021012

Regd. Office : ICICI Bank Tower,  
Near Chakli Circle,  
Old Padra Road,  
Vadodara 390 007, India.

:5:

**Reference No. - 1384045381**

Gangaraj M

**Annexure:**

**Remuneration:**

- Your Base Salary will be Rs. 84,000/- (Rupees Eighty Four Thousand only) per annum.
- You will eligible for the Performance Linked Retention Pay, as per the policy of the Bank. Please note that there is no guaranteed performance bonus, subject to however provisions of the Payment of Bonus Act 1965, wherever applicable. The performance linked Retention pay would be payable to an employee only if the employee on the day of payout is on the rolls of the bank and he/she has not resigned and / or is serving notice period.

**Supplementary Allowances:**

- You will be eligible for a Supplementary Allowance of Rs. 1,44,000/- (Rupees One Lakh Forty Four Thousand only) per annum. Supplementary allowance will include –Conveyance / Travel Allowance, LTA, Medical Reimbursement, Canteen and any other allowance. All the components of supplementary allowance are subject to limits and rules prescribed by Income tax act and policies of the bank.
- You will be eligible for HRA of Rs. 42,000/- (Rupees Forty Two Thousand only) per annum.
- The composition of supplementary allowance can be decided once in a year. The unexercised amount of the supplementary allowance will be paid to the employee subject to deduction of tax at source.

**Superannuation Allowances:**

- You will be eligible for a Superannuation Allowance of Rs. 12,600/- (Rupees Twelve Thousand Six Hundred only) per annum.

:6:

**Reference No. - 1384045381**

Gangaraj M

**Benefits:**

- Comprehensive Mediclaim Coverage for you and your immediate family up to Rs.400,000/- (Rupees Four Lakh only) per annum. Your immediate family includes yourself, your spouse and dependent children. You will also be eligible for Retirement Benefits of the Bank; namely Provident Fund and Gratuity, in accordance with the statutory requirements and/or, as per Bank policy.
- The salary and perquisites including supplementary allowance are subject to limits and rules prescribed by the Income Tax Act / Rules and policies of the Company.
- Maternity leave benefits as defined under the Maternity Benefit (Amendment) Act, 2017 are offered to eligible women employees by the Bank. Details of all types of leaves including the Maternity leave benefits offered to employees and eligibility criteria for availing such benefits are notified by the Bank under "Employee Benefit Policies" available on the Bank's intranet which will be accessible upon joining the Bank.

Signature of Applicant

**JOINING FORMALITIES**

The process to join the Bank is by way of completing the online joining formalities. You are required to complete the online joining formalities within 5 days from the date of accepting offer letter. Please note that completion of online joining formalities is a mandatory process.

The login credentials are provided below:

**URL:** <https://www.icicicareers.com/Careers/CP/CandidateLogin.aspx>

**Username:** Registered email id or Applicant id

**Password:** Which has been already communicated to you through registered email id. In case, you do not remember the password, please use “forgot password “option to generate a new password.

Following documents (xerox copies) are required to be uploaded:

- 1) Self-attested copies of educational certificates and marksheets (Xth/XIIth/ Graduation/ Post graduation)
- 2) Work Experience Document
  - a. Resignation accepted letter from current organization
  - b. Relieving letter from two previous employers or companies worked in last five years whichever is higher
- 3) Passport size Photograph (against Red background)
- 4) Address proof (Passport/Voter id/Ration card)
- 5) PAN Card

Please note that you are required to attend Induction program (I-Banker) on your date of joining. You shall be communicated about the date, time and venue for induction program (I-Banker) by your Recruitment Manager.

#### Remuneration Details

**Name :** Gangaraj M

**Position:** Assistant Manager

**Group:** RETAIL BANKING GROUP

|                             | Assistant Manager |                 |
|-----------------------------|-------------------|-----------------|
|                             | Monthly           | Annual          |
| Basic                       | 7000              | 84,000          |
| HRA                         | 3,500             | 42,000          |
| Supplementary Allowance *   | 16,000            | 1,74,000        |
| Superannuation Allowance ** | 1050.00           | 12,600          |
|                             |                   |                 |
| <b>Total</b>                | <b>23,550</b>     | <b>2,82,600</b> |
|                             |                   |                 |



|                                                                                                                                                                            |               |                 |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|-----------------|
| Retirals                                                                                                                                                                   |               |                 |
| Retirals (PF, Gratuity) ***                                                                                                                                                | 2,383         | 28,596          |
|                                                                                                                                                                            |               |                 |
| <b>Total CTC</b>                                                                                                                                                           | <b>25,933</b> | <b>3,11,196</b> |
|                                                                                                                                                                            |               |                 |
| Performance Linked Retention Pay #                                                                                                                                         | 2,250         | 27,000          |
|                                                                                                                                                                            |               |                 |
| <b>Total (incl PLRP)</b>                                                                                                                                                   | <b>28196</b>  | <b>350196</b>   |
| * Supplementary allowance will include Conveyance / Travel allowance, LTA, Medical, Canteen and any other allowance                                                        |               |                 |
| *** You will be eligible for Retirement Benefits of the Bank; namely Provident Fund and Gratuity, in accordance with the statutory requirements and/or, as per Bank policy |               |                 |
| #Please note that there is no guaranteed performance linked retention pay, subject to however provisions of the payment of Bonus Act 1965, wherever applicable.            |               |                 |

**Date:** 05-Apr-2022

**ICICI Bank Limited**  
ICICI Bank Towers  
Bandra-Kurla Complex  
Mumbai 400 051, India.

Tel.: (91-22) 2653 1414  
Fax: (91-22) 2653 1122  
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CIN.: L65190GJ1994PLC021012

Regd. Office : ICICI Bank Tower,  
Near Chakli Circle,  
Old Padra Road,  
Vadodara 390 007, India.





PRIVATE AND CONFIDENTIAL

**Reference No. - 1384045364**

**Applicant ID - 4394135**

05-Apr-2022

Hitesh M V

Dear Hitesh M V,

We take great pleasure in extending an offer to you for being a part of ICICI Bank.

Please find enclosed the job offer letter. Kindly note, that the offer of appointment is subject to you having fulfilled the requirements of successful completion of the degree programme within the timeline- which is the basic requirement of your eligibility. In an event, where the laid out requirements are not met within the stipulated timeline, this offer shall be withdrawn, cancelled and stand revoked which please take a note of.

Please quote your reference number, which is appearing on the top of this letter for all future correspondence.

In case you have any queries please feel free to contact at the below mentioned details:

E-Mail Address : [icicicareers@icicibank.com](mailto:icicicareers@icicibank.com)

Telephone No. : 022-71872500

Yours sincerely,

ICICI Bank HR Team



PRIVATE AND CONFIDENTIAL

**Reference No. - 1384045364**

**Applicant ID - 4394135**

05-Apr-2022

Hitesh M V

Dear Hitesh M V,

We are pleased to make you an offer of appointment as Assistant Manager in ICICI Bank. You will be placed in CORPORATE EMP SOLUTIONS GROUP at BENGALURU - R T NAGAR\_BR.

Kindly note, that the offer of appointment is subject to you having fulfilled the requirements of successful completion of the degree programme within the timeline- which is the basic requirement of your eligibility. In an event, where the laid out requirements are not met within the stipulated timeline, this offer shall be withdrawn, cancelled and stand revoked which please take a note of.

The details of your remuneration and benefits are given in Annexure.

The following are the terms and conditions of the appointment.

**Commencement/Term:**

- You shall be required to join the Bank on or before 22-Apr-2022.
- You will be on probation for a period of one year or such extended period as may be decided by the Bank based on your performance during the probation period.
- On satisfactory completion of your probation period, including that of extended period, if any, you will be confirmed in the services of the Bank in writing.

**Other Terms and Conditions of Service:**

**a) Professional Ethics & Confidentiality:** While you are in the services of the Bank, you are not permitted to carry on any business or profession or enter, for any part of your time, in any capacity, the services of, or be employed by or engaged with any other firm, company or person. You will devote your whole time and attention to your office work to promote the interest of the Bank. You will not divulge details like your compensation structure (CTC), performance rating, performance bonus amount, increment, etc. and will not divulge to any person or utilize any of the Bank's secrets or other related information (which you may possess by reason of your association with the Bank) with any external agencies, press etc. outside the Bank. Any act in breach of this term would entail initiation of appropriate action as deemed fit by the Bank.

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- b) **IT Security Practice & Procedures:** While you are in the services of the Bank, you will adhere to the IT Security Practice & Procedures as prescribed by ICICI Bank. Any instance/s of violation or any attempted violation of the aforesaid IT Security Practices and Procedures on your part shall result in disciplinary action.

:2:

**Reference No. - 1384045364**

- Hitesh M V
- **Notice Period:** In case you decide to leave the Bank's services during probation period or after confirmation, you will be required to give thirty days' notice. The Bank in its sole discretion can decide to waive off/reduce the notice period depending upon the exigencies. In such case, you would be required to pay to the Bank the gross salary for the notice period so reduced/waived off.

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- **Transfer:** The Bank shall have the right to transfer/depute you to any of its offices or ICICI group companies in India and abroad.
- **Joining Competitor:** In the event of termination of your services by the Bank or your resignation from the services of the Bank, you shall not join any Banking or Financial Services Company for a period of six months from the date of resignation/termination.
- Please note that during the course of your services with the Bank or in the event of cessation of your services in future, due to any reason whatsoever, you shall, for a period of six months from the date of such cessation, directly or indirectly, either on your own accord or on behalf or in conjunction with any other person/s, firm or company refrain/desist from canvassing or soliciting or attempting to or inducing any employee(s)/business associate(s) to leave their current employment with the Bank/Group Companies/Business Partners to join the services of your new employer/firm/company or any other competitor of the Bank/Group Companies/Business Partners. Any act in contravention of the above provision shall entail initiation of appropriate action as deemed fit by the Bank.
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:3:

**Reference No. - 1384045364**

Hitesh M V

- Please note that while joining the services of the Bank and during the course of your services with the Bank, you would be required to notify the Bank immediately with details of civil or criminal case/s instituted against you in any Court of Law or any complaint/show cause notice /prosecution with/by any Police Station or by any statutory authority, as also you will notify any outcome of such complaint like filing of Chargesheet /Arrest/Conviction/Acquittal/Discharge. Any act in breach of this term would entail initiation of appropriate action as deemed fit by the Bank.
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  - c) Any incorrect information furnished by you like:
    - Mismatch in your previous employment data even for a day
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    - Fake qualification certificates etc; and
  - d) Suppression of any material information by you.
  - e) Any breach of the Rules and Regulations of the Bank as applicable/may be made applicable to you from time to time.

:4

**Reference No. - 1384045364**

Hitesh M V

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- You will be bound by the Rules and Regulations of the Bank.
- You will keep us informed of any change in your residential address.
- Your acceptance is taken as your understanding that the role in ICICI Bank may involve sales. You may be required to travel extensively as per the requirement of your job/role or as may be needed for the exigencies of the Bank. Also, that you further understand that your services in the Bank are transferrable in any location and profile including sales, across geographies as per organization requirements. If you are agreeable to the above mentioned terms and conditions, please intimate your acceptance to us by returning a copy of this letter, duly signed by you, within seven days of receipt. In case no confirmation is received within the above-mentioned period the appointment letter shall be deemed to have been withdrawn.

Yours sincerely,

Amit Prakash

I have read all the terms and conditions of the offer and would like to confirm my acceptance

Signature of Applicant

**ICICI Bank Limited**  
ICICI Bank Towers  
Bandra-Kurla Complex  
Mumbai 400 051, India.

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Fax: (91-22) 2653 1122  
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:5:

**Reference No. - 1384045364**

Hitesh M V

**Annexure:**

**Remuneration:**

- Your Base Salary will be Rs. 84,000/- (Rupees Eighty Four Thousand only) per annum.
- You will eligible for the Performance Linked Retention Pay, as per the policy of the Bank. Please note that there is no guaranteed performance bonus, subject to however provisions of the Payment of Bonus Act 1965, wherever applicable. The performance linked Retention pay would be payable to an employee only if the employee on the day of payout is on the rolls of the bank and he/she has not resigned and / or is serving notice period.

**Supplementary Allowances:**

- You will be eligible for a Supplementary Allowance of Rs. 1,44,000/- (Rupees One Lakh Forty Four Thousand only) per annum. Supplementary allowance will include –Conveyance / Travel Allowance, LTA, Medical Reimbursement, Canteen and any other allowance. All the components of supplementary allowance are subject to limits and rules prescribed by Income tax act and policies of the bank.
- You will be eligible for HRA of Rs. 42,000/- (Rupees Forty Two Thousand only) per annum.
- The composition of supplementary allowance can be decided once in a year. The unexercised amount of the supplementary allowance will be paid to the employee subject to deduction of tax at source.

**Superannuation Allowances:**

- You will be eligible for a Superannuation Allowance of Rs. 12,600/- (Rupees Twelve Thousand Six Hundred only) per annum.

:6:

**Reference No. - 1384045364**

Hitesh M V

**Benefits:**

- Comprehensive Mediclaim Coverage for you and your immediate family up to Rs.400,000/- (Rupees Four Lakh only) per annum. Your immediate family includes yourself, your spouse and dependent children. You will also be eligible for Retirement Benefits of the Bank; namely Provident Fund and Gratuity, in accordance with the statutory requirements and/or, as per Bank policy.
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Signature of Applicant

**JOINING FORMALITIES**

The process to join the Bank is by way of completing the online joining formalities. You are required to complete the online joining formalities within 5 days from the date of accepting offer letter. Please note that completion of online joining formalities is a mandatory process.

The login credentials are provided below:

**URL:** <https://www.icicicareers.com/Careers/CP/CandidateLogin.aspx>

**Username:** Registered email id or Applicant id





**Password:** Which has been already communicated to you through registered email id. In case, you do not remember the password, please use “forgot password “option to generate a new password.

Following documents (xerox copies) are required to be uploaded:

- 1) Self-attested copies of educational certificates and marksheets (Xth/XIIth/ Graduation/ Post graduation)
- 2) Work Experience Document
  - a. Resignation accepted letter from current organization
  - b. Relieving letter from two previous employers or companies worked in last five years whichever is higher
- 3) Passport size Photograph (against Red background)
- 4) Address proof (Passport/Voter id/Ration card)
- 5) PAN Card

Please note that you are required to attend Induction program (I-Banker) on your date of joining. You shall be communicated about the date, time and venue for induction program (I-Banker) by your Recruitment Manager.

#### Remuneration Details

**Name :** Hitesh M V

**Position:** Assistant Manager

**Group:** RETAIL BANKING GROUP

|                             | Assistant Manager |                 |
|-----------------------------|-------------------|-----------------|
|                             | Monthly           | Annual          |
| Basic                       | 7000              | 84,000          |
| HRA                         | 3,500             | 42,000          |
| Supplementary Allowance *   | 16,000            | 1,74,000        |
| Superannuation Allowance ** | 1050.00           | 12,600          |
|                             |                   |                 |
| <b>Total</b>                | <b>23,550</b>     | <b>2,82,600</b> |
|                             |                   |                 |

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|                                                                                                                                                                            |               |                 |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|-----------------|
| Retirals                                                                                                                                                                   |               |                 |
| Retirals (PF, Gratuity) ***                                                                                                                                                | 2,383         | 28,596          |
|                                                                                                                                                                            |               |                 |
| <b>Total CTC</b>                                                                                                                                                           | <b>25,933</b> | <b>3,11,196</b> |
|                                                                                                                                                                            |               |                 |
| Performance Linked Retention Pay #                                                                                                                                         | 2,250         | 27,000          |
|                                                                                                                                                                            |               |                 |
| <b>Total (incl PLRP)</b>                                                                                                                                                   | <b>28196</b>  | <b>350196</b>   |
| * Supplementary allowance will include Conveyance / Travel allowance, LTA, Medical, Canteen and any other allowance                                                        |               |                 |
| *** You will be eligible for Retirement Benefits of the Bank; namely Provident Fund and Gratuity, in accordance with the statutory requirements and/or, as per Bank policy |               |                 |
| #Please note that there is no guaranteed performance linked retention pay, subject to however provisions of the payment of Bonus Act 1965, wherever applicable.            |               |                 |

**Date:** 05-Apr-2022

**ICICI Bank Limited**  
 ICICI Bank Towers  
 Bandra-Kurla Complex  
 Mumbai 400 051, India.

Tel.: (91-22) 2653 1414  
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 Near Chakli Circle,  
 Old Padra Road,  
 Vadodara 390 007, India.



PRIVATE AND CONFIDENTIAL

**Reference No. - 1384045357**

**Applicant ID - 4394128**

05-Apr-2022

L Mahesh

Dear L Mahesh,

We take great pleasure in extending an offer to you for being a part of ICICI Bank.

Please find enclosed the job offer letter. Kindly note, that the offer of appointment is subject to you having fulfilled the requirements of successful completion of the degree programme within the timeline- which is the basic requirement of your eligibility. In an event, where the laid out requirements are not met within the stipulated timeline, this offer shall be withdrawn, cancelled and stand revoked which please take a note of.

Please quote your reference number, which is appearing on the top of this letter for all future correspondence.

In case you have any queries please feel free to contact at the below mentioned details:

E-Mail Address : [icicicareers@icicibank.com](mailto:icicicareers@icicibank.com)

Telephone No. : 022-71872500

Yours sincerely,

ICICI Bank HR Team



PRIVATE AND CONFIDENTIAL

Reference No. - 1384045357

Applicant ID - 4394128

05-Apr-2022

L Mahesh

Dear L Mahesh,

We are pleased to make you an offer of appointment as Assistant Manager in ICICI Bank. You will be placed in CORPORATE EMP SOLUTIONS GROUP at BENGALURU - R T NAGAR\_BR.

Kindly note, that the offer of appointment is subject to you having fulfilled the requirements of successful completion of the degree programme within the timeline- which is the basic requirement of your eligibility. In an event, where the laid out requirements are not met within the stipulated timeline, this offer shall be withdrawn, cancelled and stand revoked which please take a note of.

The details of your remuneration and benefits are given in Annexure.

The following are the terms and conditions of the appointment.

Commencement/Term:

- You shall be required to join the Bank on or before 22-Apr-2022.
- You will be on probation for a period of one year or such extended period as may be decided by the Bank based on your performance during the probation period.
- On satisfactory completion of your probation period, including that of extended period, if any, you will be confirmed in the services of the Bank in writing.

Other Terms and Conditions of Service:

**a) Professional Ethics & Confidentiality:** While you are in the services of the Bank, you are not permitted to carry on any business or profession or enter, for any part of your time, in any capacity, the services of, or be employed by or engaged with any other firm, company or person. You will devote your whole time and attention to your office work to promote the interest of the Bank. You will not divulge details like your compensation structure (CTC), performance rating, performance bonus amount, increment, etc. and will not divulge to any person or utilize any of the Bank's secrets or other related information (which you may possess by reason of your association with the Bank) with any external agencies, press etc. outside the Bank. Any act in breach of this term would entail initiation of appropriate action as deemed fit by the Bank.

**ICICI Bank Limited**  
ICICI Bank Towers  
Bandra-Kurla Complex  
Mumbai 400 051, India.

Tel.: (91-22) 2653 1414  
Fax: (91-22) 2653 1122  
Website [www.icicibank.com](http://www.icicibank.com)  
CIN.: L65190GJ1994PLC021012

Regd. Office : ICICI Bank Tower,  
Near Chakli Circle,  
Old Padra Road,  
Vadodara 390 007, India.

- b) **IT Security Practice & Procedures:** While you are in the services of the Bank, you will adhere to the IT Security Practice & Procedures as prescribed by ICICI Bank. Any instance/s of violation or any attempted violation of the aforesaid IT Security Practices and Procedures on your part shall result in disciplinary action.

:2:

**Reference No. - 1384045357**

- L Mahesh
- **Notice Period:** In case you decide to leave the Bank's services during probation period or after confirmation, you will be required to give thirty days' notice. The Bank in its sole discretion can decide to waive off/reduce the notice period depending upon the exigencies. In such case, you would be required to pay to the Bank the gross salary for the notice period so reduced/waived off.

After confirmation, your services would be liable to be terminated by the Bank, by giving thirty days' notice or on payment of thirty days' gross salary in lieu of the notice period.

- **Transfer:** The Bank shall have the right to transfer/depute you to any of its offices or ICICI group companies in India and abroad.
- **Joining Competitor:** In the event of termination of your services by the Bank or your resignation from the services of the Bank, you shall not join any Banking or Financial Services Company for a period of six months from the date of resignation/termination.
- Please note that during the course of your services with the Bank or in the event of cessation of your services in future, due to any reason whatsoever, you shall, for a period of six months from the date of such cessation, directly or indirectly, either on your own accord or on behalf or in conjunction with any other person/s, firm or company refrain/desist from canvassing or soliciting or attempting to or inducing any employee(s)/business associate(s) to leave their current employment with the Bank/Group Companies/Business Partners to join the services of your new employer/firm/company or any other competitor of the Bank/Group Companies/Business Partners. Any act in contravention of the above provision shall entail initiation of appropriate action as deemed fit by the Bank.
- Please note that during the course of your services with the Bank you cannot be a member of any anti-social/national outfits or of any outfit which is declared as banned by the Government. Any act in breach of this term would entail initiation of appropriate action as deemed fit by the Bank.

:3:

**Reference No. - 1384045357**

L Mahesh

- Please note that while joining the services of the Bank and during the course of your services with the Bank, you would be required to notify the Bank immediately with details of civil or criminal case/s instituted against you in any Court of Law or any complaint/show cause notice /prosecution with/by any Police Station or by any statutory authority, as also you will notify any outcome of such complaint like filing of Chargesheet /Arrest/Conviction/Acquittal/Discharge. Any act in breach of this term would entail initiation of appropriate action as deemed fit by the Bank.
- The Bank expects resolution of issue/s relating to your employment, if any, within the framework internally, at all times during your service period and even after cessation of service due to any reason whatsoever. As such please note that any attempt to bring any outside influence - directly or indirectly - upon any authority to further your interest/s in respect of matters pertaining to your services with the Bank would amount to breach of employment contract leading to initiation of appropriate action.
- Please note that during the course of your services with the Bank, you will not take part in any demonstration/agitation against the Bank and its official/s for or on behalf of any external bodies/political outfits- either as a member or as a sympathizer. Any act in contravention of the above would be treated as prejudicial to the interest and reputation of the Bank leading to initiation of appropriate action.
- **Termination of Employment:** Your services with the Bank are liable to be terminated:
- Without assigning any reason and without giving any notice during probation period and after confirmation by giving thirty days' notice or on payment of thirty days' gross salary in lieu of the notice period and at any time during your services with the Bank in the event of
  - a) Any breach of the conditions mentioned in this letter on your part
  - b) You not successfully completing the degree programme within the stipulated timeline during the current academic year and non-submission of your certificate and mark sheet within 3 months of result announcement
  - c) Any incorrect information furnished by you like:
    - Mismatch in your previous employment data even for a day
    - Mismatch in your previous pay slip
    - Fake qualification certificates etc; and
  - d) Suppression of any material information by you.
  - e) Any breach of the Rules and Regulations of the Bank as applicable/may be made applicable to you from time to time.

:4

**Reference No. - 1384045357**

L Mahesh

**□ General:**

- Your appointment and continuation in employment are subject to reference checks, successful completion of your course during the current academic year and submission of your certificate and mark sheet within 3 months of joining.
- You will be bound by the Rules and Regulations of the Bank.
- You will keep us informed of any change in your residential address.
- Your acceptance is taken as your understanding that the role in ICICI Bank may involve sales. You may be required to travel extensively as per the requirement of your job/role or as may be needed for the exigencies of the Bank. Also, that you further understand that your services in the Bank are transferrable in any location and profile including sales, across geographies as per organization requirements. If you are agreeable to the above mentioned terms and conditions, please intimate your acceptance to us by returning a copy of this letter, duly signed by you, within seven days of receipt. In case no confirmation is received within the above-mentioned period the appointment letter shall be deemed to have been withdrawn.

Yours sincerely,

Amit Prakash

I have read all the terms and conditions of the offer and would like to confirm my acceptance

Signature of Applicant

**ICICI Bank Limited**  
ICICI Bank Towers  
Bandra-Kurla Complex  
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Vadodara 390 007, India.

:5:

**Reference No. - 1384045357 L**

**Mahesh**

**Annexure:**

**Remuneration:**

- Your Base Salary will be Rs. 84,000/- (Rupees Eighty Four Thousand only) per annum.
- You will eligible for the Performance Linked Retention Pay, as per the policy of the Bank. Please note that there is no guaranteed performance bonus, subject to however provisions of the Payment of Bonus Act 1965, wherever applicable. The performance linked Retention pay would be payable to an employee only if the employee on the day of payout is on the rolls of the bank and he/she has not resigned and / or is serving notice period.

**Supplementary Allowances:**

- You will be eligible for a Supplementary Allowance of Rs. 1,44,000/- (Rupees One Lakh Forty Four Thousand only) per annum. Supplementary allowance will include –Conveyance / Travel Allowance, LTA, Medical Reimbursement, Canteen and any other allowance. All the components of supplementary allowance are subject to limits and rules prescribed by Income tax act and policies of the bank.
- You will be eligible for HRA of Rs. 42,000/- (Rupees Forty Two Thousand only) per annum.
- The composition of supplementary allowance can be decided once in a year. The unexercised amount of the supplementary allowance will be paid to the employee subject to deduction of tax at source.

**Superannuation Allowances:**

- You will be eligible for a Superannuation Allowance of Rs. 12,600/- (Rupees Twelve Thousand Six Hundred only) per annum.

:6:

**Reference No. - 1384045357 L**

Mahesh

**Benefits:**

- Comprehensive Mediclaim Coverage for you and your immediate family up to Rs.400,000/- (Rupees Four Lakh only) per annum. Your immediate family includes yourself, your spouse and dependent children. You will also be eligible for Retirement Benefits of the Bank; namely Provident Fund and Gratuity, in accordance with the statutory requirements and/or, as per Bank policy.
- The salary and perquisites including supplementary allowance are subject to limits and rules prescribed by the Income Tax Act / Rules and policies of the Company.
- Maternity leave benefits as defined under the Maternity Benefit (Amendment) Act, 2017 are offered to eligible women employees by the Bank. Details of all types of leaves including the Maternity leave benefits offered to employees and eligibility criteria for availing such benefits are notified by the Bank under "Employee Benefit Policies" available on the Bank's intranet which will be accessible upon joining the Bank.

Signature of Applicant

**JOINING FORMALITIES**

The process to join the Bank is by way of completing the online joining formalities. You are required to complete the online joining formalities within 5 days from the date of accepting offer letter. Please note that completion of online joining formalities is a mandatory process.

The login credentials are provided below:

**URL:** <https://www.icicicareers.com/Careers/CP/CandidateLogin.aspx>

**Username:** Registered email id or Applicant id





**Password:** Which has been already communicated to you through registered email id. In case, you do not remember the password, please use “forgot password “option to generate a new password.

Following documents (xerox copies) are required to be uploaded:

- 1) Self-attested copies of educational certificates and marksheets (Xth/XIIth/ Graduation/ Post graduation)
- 2) Work Experience Document
  - a. Resignation accepted letter from current organization
  - b. Relieving letter from two previous employers or companies worked in last five years whichever is higher
- 3) Passport size Photograph (against Red background)
- 4) Address proof (Passport/Voter id/Ration card)
- 5) PAN Card

Please note that you are required to attend Induction program (I-Banker) on your date of joining. You shall be communicated about the date, time and venue for induction program (I-Banker) by your Recruitment Manager.

#### Remuneration Details

**Name :** L Mahesh

**Position:** Assistant Manager

**Group:** RETAIL BANKING GROUP

|                             | Assistant Manager |                 |
|-----------------------------|-------------------|-----------------|
|                             | Monthly           | Annual          |
| Basic                       | 7000              | 84,000          |
| HRA                         | 3,500             | 42,000          |
| Supplementary Allowance *   | 16,000            | 1,74,000        |
| Superannuation Allowance ** | 1050.00           | 12,600          |
|                             |                   |                 |
| <b>Total</b>                | <b>23,550</b>     | <b>2,82,600</b> |
|                             |                   |                 |

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|                                                                                                                                                                            |               |                 |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|-----------------|
| Retirals                                                                                                                                                                   |               |                 |
| Retirals (PF, Gratuity) ***                                                                                                                                                | 2,383         | 28,596          |
|                                                                                                                                                                            |               |                 |
| <b>Total CTC</b>                                                                                                                                                           | <b>25,933</b> | <b>3,11,196</b> |
|                                                                                                                                                                            |               |                 |
| Performance Linked Retention Pay #                                                                                                                                         | 2,250         | 27,000          |
|                                                                                                                                                                            |               |                 |
| <b>Total (incl PLRP)</b>                                                                                                                                                   | <b>28196</b>  | <b>350196</b>   |
| * Supplementary allowance will include Conveyance / Travel allowance, LTA, Medical, Canteen and any other allowance                                                        |               |                 |
| *** You will be eligible for Retirement Benefits of the Bank; namely Provident Fund and Gratuity, in accordance with the statutory requirements and/or, as per Bank policy |               |                 |
| #Please note that there is no guaranteed performance linked retention pay, subject to however provisions of the payment of Bonus Act 1965, wherever applicable.            |               |                 |

**Date:** 05-Apr-2022

**ICICI Bank Limited**  
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Bandra-Kurla Complex  
Mumbai 400 051, India.

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PRIVATE AND CONFIDENTIAL

**Reference No. - 1384045375**

**Applicant ID - 4394146**

05-Apr-2022

Mamtha R

Dear Mamtha R,

We take great pleasure in extending an offer to you for being a part of ICICI Bank.

Please find enclosed the job offer letter. Kindly note, that the offer of appointment is subject to you having fulfilled the requirements of successful completion of the degree programme within the timeline- which is the basic requirement of your eligibility. In an event, where the laid out requirements are not met within the stipulated timeline, this offer shall be withdrawn, cancelled and stand revoked which please take a note of.

Please quote your reference number, which is appearing on the top of this letter for all future correspondence.

In case you have any queries please feel free to contact at the below mentioned details:

E-Mail Address : [icicicareers@icicibank.com](mailto:icicicareers@icicibank.com)

Telephone No. : 022-71872500

Yours sincerely,

ICICI Bank HR Team

PRIVATE AND CONFIDENTIAL

**Reference No. - 1384045375**

**Applicant ID - 4394146**

05-Apr-2022

Mamtha R

Dear Mamtha R,

We are pleased to make you an offer of appointment as Assistant Manager in ICICI Bank. You will be placed in CORPORATE EMP SOLUTIONS GROUP at BENGALURU - R T NAGAR\_BR.

Kindly note, that the offer of appointment is subject to you having fulfilled the requirements of successful completion of the degree programme within the timeline- which is the basic requirement of your eligibility. In an event, where the laid out requirements are not met within the stipulated timeline, this offer shall be withdrawn, cancelled and stand revoked which please take a note of.

The details of your remuneration and benefits are given in Annexure.

The following are the terms and conditions of the appointment.

**Commencement/Term:**

- You shall be required to join the Bank on or before 22-Apr-2022.
- You will be on probation for a period of one year or such extended period as may be decided by the Bank based on your performance during the probation period.
- On satisfactory completion of your probation period, including that of extended period, if any, you will be confirmed in the services of the Bank in writing.

**Other Terms and Conditions of Service:**

**a) Professional Ethics & Confidentiality:** While you are in the services of the Bank, you are not permitted to carry on any business or profession or enter, for any part of your time, in any capacity, the services of, or be employed by or engaged with any other firm, company or person. You will devote your whole time and attention to your office work to promote the interest of the Bank. You will not divulge details like your compensation structure (CTC), performance rating, performance bonus amount, increment, etc. and will not divulge to any person or utilize any of the Bank's secrets or other related information (which you may possess by reason of your association with the Bank) with any external agencies, press etc. outside the Bank. Any act in breach of this term would entail initiation of appropriate action as deemed fit by the Bank.

- b) **IT Security Practice & Procedures:** While you are in the services of the Bank, you will adhere to the IT Security Practice & Procedures as prescribed by ICICI Bank. Any instance/s of violation or any attempted violation of the aforesaid IT Security Practices and Procedures on your part shall result in disciplinary action.

:2:

**Reference No. - 1384045375**

- Mamtha R
- **Notice Period:** In case you decide to leave the Bank's services during probation period or after confirmation, you will be required to give thirty days' notice. The Bank in its sole discretion can decide to waive off/reduce the notice period depending upon the exigencies. In such case, you would be required to pay to the Bank the gross salary for the notice period so reduced/waived off.

After confirmation, your services would be liable to be terminated by the Bank, by giving thirty days' notice or on payment of thirty days' gross salary in lieu of the notice period.

- **Transfer:** The Bank shall have the right to transfer/depute you to any of its offices or ICICI group companies in India and abroad.
- **Joining Competitor:** In the event of termination of your services by the Bank or your resignation from the services of the Bank, you shall not join any Banking or Financial Services Company for a period of six months from the date of resignation/termination.
- Please note that during the course of your services with the Bank or in the event of cessation of your services in future, due to any reason whatsoever, you shall, for a period of six months from the date of such cessation, directly or indirectly, either on your own accord or on behalf or in conjunction with any other person/s, firm or company refrain/desist from canvassing or soliciting or attempting to or inducing any employee(s)/business associate(s) to leave their current employment with the Bank/Group Companies/Business Partners to join the services of your new employer/firm/company or any other competitor of the Bank/Group Companies/Business Partners. Any act in contravention of the above provision shall entail initiation of appropriate action as deemed fit by the Bank.
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:3:

**Reference No. - 1384045375**

Mamtha R

- Please note that while joining the services of the Bank and during the course of your services with the Bank, you would be required to notify the Bank immediately with details of civil or criminal case/s instituted against you in any Court of Law or any complaint/show cause notice /prosecution with/by any Police Station or by any statutory authority, as also you will notify any outcome of such complaint like filing of Chargesheet /Arrest/Conviction/Acquittal/Discharge. Any act in breach of this term would entail initiation of appropriate action as deemed fit by the Bank.
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  - a) Any breach of the conditions mentioned in this letter on your part
  - b) You not successfully completing the degree programme within the stipulated timeline during the current academic year and non-submission of your certificate and mark sheet within 3 months of result announcement
  - c) Any incorrect information furnished by you like:
    - Mismatch in your previous employment data even for a day
    - Mismatch in your previous pay slip
    - Fake qualification certificates etc; and
  - d) Suppression of any material information by you.
  - e) Any breach of the Rules and Regulations of the Bank as applicable/may be made applicable to you from time to time.

:4

**Reference No. - 1384045375**

Mamtha R

**□ General:**

- Your appointment and continuation in employment are subject to reference checks, successful completion of your course during the current academic year and submission of your certificate and mark sheet within 3 months of joining.
- You will be bound by the Rules and Regulations of the Bank.
- You will keep us informed of any change in your residential address.
- Your acceptance is taken as your understanding that the role in ICICI Bank may involve sales. You may be required to travel extensively as per the requirement of your job/role or as may be needed for the exigencies of the Bank. Also, that you further understand that your services in the Bank are transferrable in any location and profile including sales, across geographies as per organization requirements. If you are agreeable to the above mentioned terms and conditions, please intimate your acceptance to us by returning a copy of this letter, duly signed by you, within seven days of receipt. In case no confirmation is received within the above-mentioned period the appointment letter shall be deemed to have been withdrawn.

Yours sincerely,

Amit Prakash

I have read all the terms and conditions of the offer and would like to confirm my acceptance

Signature of Applicant

**ICICI Bank Limited**  
ICICI Bank Towers  
Bandra-Kurla Complex  
Mumbai 400 051, India.

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:5:

**Reference No. - 1384045375**

Mamtha R

**Annexure:**

**Remuneration:**

- Your Base Salary will be Rs. 84,000/- (Rupees Eighty Four Thousand only) per annum.
- You will eligible for the Performance Linked Retention Pay, as per the policy of the Bank. Please note that there is no guaranteed performance bonus, subject to however provisions of the Payment of Bonus Act 1965, wherever applicable. The performance linked Retention pay would be payable to an employee only if the employee on the day of payout is on the rolls of the bank and he/she has not resigned and / or is serving notice period.

**Supplementary Allowances:**

- You will be eligible for a Supplementary Allowance of Rs. 1,44,000/- (Rupees One Lakh Forty Four Thousand only) per annum. Supplementary allowance will include –Conveyance / Travel Allowance, LTA, Medical Reimbursement, Canteen and any other allowance. All the components of supplementary allowance are subject to limits and rules prescribed by Income tax act and policies of the bank.
- You will be eligible for HRA of Rs. 42,000/- (Rupees Forty Two Thousand only) per annum.
- The composition of supplementary allowance can be decided once in a year. The unexercised amount of the supplementary allowance will be paid to the employee subject to deduction of tax at source.

**Superannuation Allowances:**

- You will be eligible for a Superannuation Allowance of Rs. 12,600/- (Rupees Twelve Thousand Six Hundred only) per annum.

:6:



**Reference No. - 1384045375**

Mamtha R

**Benefits:**

- Comprehensive Mediclaim Coverage for you and your immediate family up to Rs.400,000/- (Rupees Four Lakh only) per annum. Your immediate family includes yourself, your spouse and dependent children. You will also be eligible for Retirement Benefits of the Bank; namely Provident Fund and Gratuity, in accordance with the statutory requirements and/or, as per Bank policy.
- The salary and perquisites including supplementary allowance are subject to limits and rules prescribed by the Income Tax Act / Rules and policies of the Company.
- Maternity leave benefits as defined under the Maternity Benefit (Amendment) Act, 2017 are offered to eligible women employees by the Bank. Details of all types of leaves including the Maternity leave benefits offered to employees and eligibility criteria for availing such benefits are notified by the Bank under "Employee Benefit Policies" available on the Bank's intranet which will be accessible upon joining the Bank.

Signature of Applicant

**JOINING FORMALITIES**

The process to join the Bank is by way of completing the online joining formalities. You are required to complete the online joining formalities within 5 days from the date of accepting offer letter. Please note that completion of online joining formalities is a mandatory process.

The login credentials are provided below:

**URL:** <https://www.icicicareers.com/Careers/CP/CandidateLogin.aspx>

**Username:** Registered email id or Applicant id



**Password:** Which has been already communicated to you through registered email id. In case, you do not remember the password, please use “forgot password “option to generate a new password.

Following documents (xerox copies) are required to be uploaded:

- 1) Self-attested copies of educational certificates and marksheets (Xth/XIIth/ Graduation/ Post graduation)
- 2) Work Experience Document
  - a. Resignation accepted letter from current organization
  - b. Relieving letter from two previous employers or companies worked in last five years whichever is higher
- 3) Passport size Photograph (against Red background)
- 4) Address proof (Passport/Voter id/Ration card)
- 5) PAN Card

Please note that you are required to attend Induction program (I-Banker) on your date of joining. You shall be communicated about the date, time and venue for induction program (I-Banker) by your Recruitment Manager.

#### Remuneration Details

**Name :** Mamtha R

**Position:** Assistant Manager

**Group:** RETAIL BANKING GROUP

|                             | Assistant Manager |                 |
|-----------------------------|-------------------|-----------------|
|                             | Monthly           | Annual          |
| Basic                       | 7000              | 84,000          |
| HRA                         | 3,500             | 42,000          |
| Supplementary Allowance *   | 16,000            | 1,74,000        |
| Superannuation Allowance ** | 1050.00           | 12,600          |
|                             |                   |                 |
| <b>Total</b>                | <b>23,550</b>     | <b>2,82,600</b> |
|                             |                   |                 |

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Vadodara 390 007, India.



|                                                                                                                                                                            |               |                 |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|-----------------|
| Retirals                                                                                                                                                                   |               |                 |
| Retirals (PF, Gratuity) ***                                                                                                                                                | 2,383         | 28,596          |
|                                                                                                                                                                            |               |                 |
| <b>Total CTC</b>                                                                                                                                                           | <b>25,933</b> | <b>3,11,196</b> |
|                                                                                                                                                                            |               |                 |
| Performance Linked Retention Pay #                                                                                                                                         | 2,250         | 27,000          |
|                                                                                                                                                                            |               |                 |
| <b>Total (incl PLRP)</b>                                                                                                                                                   | <b>28196</b>  | <b>350196</b>   |
| * Supplementary allowance will include Conveyance / Travel allowance, LTA, Medical, Canteen and any other allowance                                                        |               |                 |
| *** You will be eligible for Retirement Benefits of the Bank; namely Provident Fund and Gratuity, in accordance with the statutory requirements and/or, as per Bank policy |               |                 |
| #Please note that there is no guaranteed performance linked retention pay, subject to however provisions of the payment of Bonus Act 1965, wherever applicable.            |               |                 |

**Date:** 05-Apr-2022

**ICICI Bank Limited**  
 ICICI Bank Towers  
 Bandra-Kurla Complex  
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PRIVATE AND CONFIDENTIAL

**Reference No. - 1384045360**

**Applicant ID - 4394131**

05-Apr-2022

Mohammed Sadat Khan

Dear Mohammed Sadat Khan,

We take great pleasure in extending an offer to you for being a part of ICICI Bank.

Please find enclosed the job offer letter. Kindly note, that the offer of appointment is subject to you having fulfilled the requirements of successful completion of the degree programme within the timeline- which is the basic requirement of your eligibility. In an event, where the laid out requirements are not met within the stipulated timeline, this offer shall be withdrawn, cancelled and stand revoked which please take a note of.

Please quote your reference number, which is appearing on the top of this letter for all future correspondence.

In case you have any queries please feel free to contact at the below mentioned details:

E-Mail Address : [icicicareers@icicibank.com](mailto:icicicareers@icicibank.com)

Telephone No. : 022-71872500

Yours sincerely,

ICICI Bank HR Team



PRIVATE AND CONFIDENTIAL

Reference No. - 1384045360

Applicant ID - 4394131

05-Apr-2022

Mohammed Sadat Khan

Dear Mohammed Sadat Khan,

We are pleased to make you an offer of appointment as Assistant Manager in ICICI Bank. You will be placed in CORPORATE EMP SOLUTIONS GROUP at BENGALURU - R T NAGAR\_BR.

Kindly note, that the offer of appointment is subject to you having fulfilled the requirements of successful completion of the degree programme within the timeline- which is the basic requirement of your eligibility. In an event, where the laid out requirements are not met within the stipulated timeline, this offer shall be withdrawn, cancelled and stand revoked which please take a note of.

The details of your remuneration and benefits are given in Annexure.

The following are the terms and conditions of the appointment.

Commencement/Term:

- You shall be required to join the Bank on or before 22-Apr-2022.
- You will be on probation for a period of one year or such extended period as may be decided by the Bank based on your performance during the probation period.
- On satisfactory completion of your probation period, including that of extended period, if any, you will be confirmed in the services of the Bank in writing.

Other Terms and Conditions of Service:

**a) Professional Ethics & Confidentiality:** While you are in the services of the Bank, you are not permitted to carry on any business or profession or enter, for any part of your time, in any capacity, the services of, or be employed by or engaged with any other firm, company or person. You will devote your whole time and attention to your office work to promote the interest of the Bank. You will not divulge details like your compensation structure (CTC), performance rating, performance bonus amount, increment, etc. and will not divulge to any person or utilize any of the Bank's secrets or other related information (which you may possess by reason of your association with the Bank) with any external agencies, press etc. outside the Bank. Any act in breach of this term would entail initiation of appropriate action as deemed fit by the Bank.

**ICICI Bank Limited**  
ICICI Bank Towers  
Bandra-Kurla Complex  
Mumbai 400 051, India.

Tel.: (91-22) 2653 1414  
Fax: (91-22) 2653 1122  
Website [www.icicibank.com](http://www.icicibank.com)  
CIN.: L65190GJ1994PLC021012

Regd. Office : ICICI Bank Tower,  
Near Chakli Circle,  
Old Padra Road,  
Vadodara 390 007, India.

- b) **IT Security Practice & Procedures:** While you are in the services of the Bank, you will adhere to the IT Security Practice & Procedures as prescribed by ICICI Bank. Any instance/s of violation or any attempted violation of the aforesaid IT Security Practices and Procedures on your part shall result in disciplinary action.

:2:

**Reference No. - 1384045360**

- Mohammed Sadat Khan
- **Notice Period:** In case you decide to leave the Bank's services during probation period or after confirmation, you will be required to give thirty days' notice. The Bank in its sole discretion can decide to waive off/reduce the notice period depending upon the exigencies. In such case, you would be required to pay to the Bank the gross salary for the notice period so reduced/waived off.

After confirmation, your services would be liable to be terminated by the Bank, by giving thirty days' notice or on payment of thirty days' gross salary in lieu of the notice period.

- **Transfer:** The Bank shall have the right to transfer/depute you to any of its offices or ICICI group companies in India and abroad.
- **Joining Competitor:** In the event of termination of your services by the Bank or your resignation from the services of the Bank, you shall not join any Banking or Financial Services Company for a period of six months from the date of resignation/termination.
- Please note that during the course of your services with the Bank or in the event of cessation of your services in future, due to any reason whatsoever, you shall, for a period of six months from the date of such cessation, directly or indirectly, either on your own accord or on behalf or in conjunction with any other person/s, firm or company refrain/desist from canvassing or soliciting or attempting to or inducing any employee(s)/business associate(s) to leave their current employment with the Bank/Group Companies/Business Partners to join the services of your new employer/firm/company or any other competitor of the Bank/Group Companies/Business Partners. Any act in contravention of the above provision shall entail initiation of appropriate action as deemed fit by the Bank.
- Please note that during the course of your services with the Bank you cannot be a member of any anti-social/national outfits or of any outfit which is declared as banned by the Government. Any act in breach of this term would entail initiation of appropriate action as deemed fit by the Bank.

:3:

**Reference No. - 1384045360**

Mohammed Sadat Khan

- Please note that while joining the services of the Bank and during the course of your services with the Bank, you would be required to notify the Bank immediately with details of civil or criminal case/s instituted against you in any Court of Law or any complaint/show cause notice /prosecution with/by any Police Station or by any statutory authority, as also you will notify any outcome of such complaint like filing of Chargesheet /Arrest/Conviction/Acquittal/Discharge. Any act in breach of this term would entail initiation of appropriate action as deemed fit by the Bank.
- The Bank expects resolution of issue/s relating to your employment, if any, within the framework internally, at all times during your service period and even after cessation of service due to any reason whatsoever. As such please note that any attempt to bring any outside influence - directly or indirectly - upon any authority to further your interest/s in respect of matters pertaining to your services with the Bank would amount to breach of employment contract leading to initiation of appropriate action.
- Please note that during the course of your services with the Bank, you will not take part in any demonstration/agitation against the Bank and its official/s for or on behalf of any external bodies/political outfits- either as a member or as a sympathizer. Any act in contravention of the above would be treated as prejudicial to the interest and reputation of the Bank leading to initiation of appropriate action.
- **Termination of Employment:** Your services with the Bank are liable to be terminated:
- Without assigning any reason and without giving any notice during probation period and after confirmation by giving thirty days' notice or on payment of thirty days' gross salary in lieu of the notice period and at any time during your services with the Bank in the event of
  - a) Any breach of the conditions mentioned in this letter on your part
  - b) You not successfully completing the degree programme within the stipulated timeline during the current academic year and non-submission of your certificate and mark sheet within 3 months of result announcement
  - c) Any incorrect information furnished by you like:
    - Mismatch in your previous employment data even for a day
    - Mismatch in your previous pay slip
    - Fake qualification certificates etc; and
  - d) Suppression of any material information by you.
  - e) Any breach of the Rules and Regulations of the Bank as applicable/may be made applicable to you from time to time.



:4

**Reference No. - 1384045360**

Mohammed Sadat Khan

**□ General:**

- Your appointment and continuation in employment are subject to reference checks, successful completion of your course during the current academic year and submission of your certificate and mark sheet within 3 months of joining.
- You will be bound by the Rules and Regulations of the Bank.
- You will keep us informed of any change in your residential address.
- Your acceptance is taken as your understanding that the role in ICICI Bank may involve sales. You may be required to travel extensively as per the requirement of your job/role or as may be needed for the exigencies of the Bank. Also, that you further understand that your services in the Bank are transferrable in any location and profile including sales, across geographies as per organization requirements. If you are agreeable to the above mentioned terms and conditions, please intimate your acceptance to us by returning a copy of this letter, duly signed by you, within seven days of receipt. In case no confirmation is received within the above-mentioned period the appointment letter shall be deemed to have been withdrawn.

Yours sincerely,

Amit Prakash

I have read all the terms and conditions of the offer and would like to confirm my acceptance

Signature of Applicant

**ICICI Bank Limited**  
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Bandra-Kurla Complex  
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:5:

**Reference No. - 1384045360**

Mohammed Sadat Khan

**Annexure:**

**Remuneration:**

- Your Base Salary will be Rs. 84,000/- (Rupees Eighty Four Thousand only) per annum.
- You will eligible for the Performance Linked Retention Pay, as per the policy of the Bank. Please note that there is no guaranteed performance bonus, subject to however provisions of the Payment of Bonus Act 1965, wherever applicable. The performance linked Retention pay would be payable to an employee only if the employee on the day of payout is on the rolls of the bank and he/she has not resigned and / or is serving notice period.

**Supplementary Allowances:**

- You will be eligible for a Supplementary Allowance of Rs. 1,44,000/- (Rupees One Lakh Forty Four Thousand only) per annum. Supplementary allowance will include –Conveyance / Travel Allowance, LTA, Medical Reimbursement, Canteen and any other allowance. All the components of supplementary allowance are subject to limits and rules prescribed by Income tax act and policies of the bank.
- You will be eligible for HRA of Rs. 42,000/- (Rupees Forty Two Thousand only) per annum.
- The composition of supplementary allowance can be decided once in a year. The unexercised amount of the supplementary allowance will be paid to the employee subject to deduction of tax at source.

**Superannuation Allowances:**

- You will be eligible for a Superannuation Allowance of Rs. 12,600/- (Rupees Twelve Thousand Six Hundred only) per annum.

:6:

**Reference No. - 1384045360**

Mohammed Sadat Khan

**Benefits:**

- Comprehensive Mediclaim Coverage for you and your immediate family up to Rs.400,000/- (Rupees Four Lakh only) per annum. Your immediate family includes yourself, your spouse and dependent children. You will also be eligible for Retirement Benefits of the Bank; namely Provident Fund and Gratuity, in accordance with the statutory requirements and/or, as per Bank policy.
- The salary and perquisites including supplementary allowance are subject to limits and rules prescribed by the Income Tax Act / Rules and policies of the Company.
- Maternity leave benefits as defined under the Maternity Benefit (Amendment) Act, 2017 are offered to eligible women employees by the Bank. Details of all types of leaves including the Maternity leave benefits offered to employees and eligibility criteria for availing such benefits are notified by the Bank under "Employee Benefit Policies" available on the Bank's intranet which will be accessible upon joining the Bank.

Signature of Applicant

**JOINING FORMALITIES**

The process to join the Bank is by way of completing the online joining formalities. You are required to complete the online joining formalities within 5 days from the date of accepting offer letter. Please note that completion of online joining formalities is a mandatory process.

The login credentials are provided below:

**URL:** <https://www.icicicareers.com/Careers/CP/CandidateLogin.aspx>

**Username:** Registered email id or Applicant id



**Password:** Which has been already communicated to you through registered email id. In case, you do not remember the password, please use “forgot password “option to generate a new password.

Following documents (xerox copies) are required to be uploaded:

- 1) Self-attested copies of educational certificates and marksheets (Xth/XIIth/ Graduation/ Post graduation)
- 2) Work Experience Document
  - a. Resignation accepted letter from current organization
  - b. Relieving letter from two previous employers or companies worked in last five years whichever is higher
- 3) Passport size Photograph (against Red background)
- 4) Address proof (Passport/Voter id/Ration card)
- 5) PAN Card

Please note that you are required to attend Induction program (I-Banker) on your date of joining. You shall be communicated about the date, time and venue for induction program (I-Banker) by your Recruitment Manager.

#### Remuneration Details

**Name :** Mohammed Sadat Khan

**Position:** Assistant Manager

**Group:** RETAIL BANKING GROUP

|                             | Assistant Manager |                 |
|-----------------------------|-------------------|-----------------|
|                             | Monthly           | Annual          |
| Basic                       | 7000              | 84,000          |
| HRA                         | 3,500             | 42,000          |
| Supplementary Allowance *   | 16,000            | 1,74,000        |
| Superannuation Allowance ** | 1050.00           | 12,600          |
|                             |                   |                 |
| <b>Total</b>                | <b>23,550</b>     | <b>2,82,600</b> |
|                             |                   |                 |

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|                                                                                                                                                                            |               |                 |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|-----------------|
| Retirals                                                                                                                                                                   |               |                 |
| Retirals (PF, Gratuity) ***                                                                                                                                                | 2,383         | 28,596          |
|                                                                                                                                                                            |               |                 |
| <b>Total CTC</b>                                                                                                                                                           | <b>25,933</b> | <b>3,11,196</b> |
|                                                                                                                                                                            |               |                 |
| Performance Linked Retention Pay #                                                                                                                                         | 2,250         | 27,000          |
|                                                                                                                                                                            |               |                 |
| <b>Total (incl PLRP)</b>                                                                                                                                                   | <b>28196</b>  | <b>350196</b>   |
| * Supplementary allowance will include Conveyance / Travel allowance, LTA, Medical, Canteen and any other allowance                                                        |               |                 |
| *** You will be eligible for Retirement Benefits of the Bank; namely Provident Fund and Gratuity, in accordance with the statutory requirements and/or, as per Bank policy |               |                 |
| #Please note that there is no guaranteed performance linked retention pay, subject to however provisions of the payment of Bonus Act 1965, wherever applicable.            |               |                 |

**Date:** 05-Apr-2022

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PRIVATE AND CONFIDENTIAL

**Reference No. - 1384045372**

**Applicant ID - 4394143**

05-Apr-2022

Mohammed

Dear Mohammed,

We take great pleasure in extending an offer to you for being a part of ICICI Bank.

Please find enclosed the job offer letter. Kindly note, that the offer of appointment is subject to you having fulfilled the requirements of successful completion of the degree programme within the timeline- which is the basic requirement of your eligibility. In an event, where the laid out requirements are not met within the stipulated timeline, this offer shall be withdrawn, cancelled and stand revoked which please take a note of.

Please quote your reference number, which is appearing on the top of this letter for all future correspondence.

In case you have any queries please feel free to contact at the below mentioned details:

E-Mail Address : [icicicareers@icicibank.com](mailto:icicicareers@icicibank.com)

Telephone No. : 022-71872500

Yours sincerely,

ICICI Bank HR Team

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PRIVATE AND CONFIDENTIAL

**Reference No. - 1384045372**

**Applicant ID - 4394143**

05-Apr-2022

Mohammed

Dear Mohammed,

We are pleased to make you an offer of appointment as Assistant Manager in ICICI Bank. You will be placed in CORPORATE EMP SOLUTIONS GROUP at BENGALURU - R T NAGAR\_BR.

Kindly note, that the offer of appointment is subject to you having fulfilled the requirements of successful completion of the degree programme within the timeline- which is the basic requirement of your eligibility. In an event, where the laid out requirements are not met within the stipulated timeline, this offer shall be withdrawn, cancelled and stand revoked which please take a note of.

The details of your remuneration and benefits are given in Annexure.

The following are the terms and conditions of the appointment.

**Commencement/Term:**

- You shall be required to join the Bank on or before 22-Apr-2022.
- You will be on probation for a period of one year or such extended period as may be decided by the Bank based on your performance during the probation period.
- On satisfactory completion of your probation period, including that of extended period, if any, you will be confirmed in the services of the Bank in writing.

**Other Terms and Conditions of Service:**

**a) Professional Ethics & Confidentiality:** While you are in the services of the Bank, you are not permitted to carry on any business or profession or enter, for any part of your time, in any capacity, the services of, or be employed by or engaged with any other firm, company or person. You will devote your whole time and attention to your office work to promote the interest of the Bank. You will not divulge details like your compensation structure (CTC), performance rating, performance bonus amount, increment, etc. and will not divulge to any person or utilize any of the Bank's secrets or other related information (which you may possess by reason of your association with the Bank) with any external agencies, press etc. outside the Bank. Any act in breach of this term would entail initiation of appropriate action as deemed fit by the Bank.

- b) **IT Security Practice & Procedures:** While you are in the services of the Bank, you will adhere to the IT Security Practice & Procedures as prescribed by ICICI Bank. Any instance/s of violation or any attempted violation of the aforesaid IT Security Practices and Procedures on your part shall result in disciplinary action.

:2:

**Reference No. - 1384045372**

- Mohammed
- **Notice Period:** In case you decide to leave the Bank's services during probation period or after confirmation, you will be required to give thirty days' notice. The Bank in its sole discretion can decide to waive off/reduce the notice period depending upon the exigencies. In such case, you would be required to pay to the Bank the gross salary for the notice period so reduced/waived off.

After confirmation, your services would be liable to be terminated by the Bank, by giving thirty days' notice or on payment of thirty days' gross salary in lieu of the notice period.

- **Transfer:** The Bank shall have the right to transfer/depute you to any of its offices or ICICI group companies in India and abroad.
- **Joining Competitor:** In the event of termination of your services by the Bank or your resignation from the services of the Bank, you shall not join any Banking or Financial Services Company for a period of six months from the date of resignation/termination.
- Please note that during the course of your services with the Bank or in the event of cessation of your services in future, due to any reason whatsoever, you shall, for a period of six months from the date of such cessation, directly or indirectly, either on your own accord or on behalf or in conjunction with any other person/s, firm or company refrain/desist from canvassing or soliciting or attempting to or inducing any employee(s)/business associate(s) to leave their current employment with the Bank/Group Companies/Business Partners to join the services of your new employer/firm/company or any other competitor of the Bank/Group Companies/Business Partners. Any act in contravention of the above provision shall entail initiation of appropriate action as deemed fit by the Bank.
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:3:

**Reference No. - 1384045372**

Mohammed

- Please note that while joining the services of the Bank and during the course of your services with the Bank, you would be required to notify the Bank immediately with details of civil or criminal case/s instituted against you in any Court of Law or any complaint/show cause notice /prosecution with/by any Police Station or by any statutory authority, as also you will notify any outcome of such complaint like filing of Chargesheet /Arrest/Conviction/Acquittal/Discharge. Any act in breach of this term would entail initiation of appropriate action as deemed fit by the Bank.
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  - a) Any breach of the conditions mentioned in this letter on your part
  - b) You not successfully completing the degree programme within the stipulated timeline during the current academic year and non-submission of your certificate and mark sheet within 3 months of result announcement
  - c) Any incorrect information furnished by you like:
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    - Mismatch in your previous pay slip
    - Fake qualification certificates etc; and
  - d) Suppression of any material information by you.
  - e) Any breach of the Rules and Regulations of the Bank as applicable/may be made applicable to you from time to time.





:4

**Reference No. - 1384045372**

Mohammed

**□ General:**

- Your appointment and continuation in employment are subject to reference checks, successful completion of your course during the current academic year and submission of your certificate and mark sheet within 3 months of joining.
- You will be bound by the Rules and Regulations of the Bank.
- You will keep us informed of any change in your residential address.
- Your acceptance is taken as your understanding that the role in ICICI Bank may involve sales. You may be required to travel extensively as per the requirement of your job/role or as may be needed for the exigencies of the Bank. Also, that you further understand that your services in the Bank are transferrable in any location and profile including sales, across geographies as per organization requirements. If you are agreeable to the above mentioned terms and conditions, please intimate your acceptance to us by returning a copy of this letter, duly signed by you, within seven days of receipt. In case no confirmation is received within the above-mentioned period the appointment letter shall be deemed to have been withdrawn.

Yours sincerely,

Amit Prakash

I have read all the terms and conditions of the offer and would like to confirm my acceptance

Signature of Applicant

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:5:

**Reference No. - 1384045372**

Mohammed

**Annexure:**

**Remuneration:**

- Your Base Salary will be Rs. 84,000/- (Rupees Eighty Four Thousand only) per annum.
- You will eligible for the Performance Linked Retention Pay, as per the policy of the Bank. Please note that there is no guaranteed performance bonus, subject to however provisions of the Payment of Bonus Act 1965, wherever applicable. The performance linked Retention pay would be payable to an employee only if the employee on the day of payout is on the rolls of the bank and he/she has not resigned and / or is serving notice period.

**Supplementary Allowances:**

- You will be eligible for a Supplementary Allowance of Rs. 1,44,000/- (Rupees One Lakh Forty Four Thousand only) per annum. Supplementary allowance will include –Conveyance / Travel Allowance, LTA, Medical Reimbursement, Canteen and any other allowance. All the components of supplementary allowance are subject to limits and rules prescribed by Income tax act and policies of the bank.
- You will be eligible for HRA of Rs. 42,000/- (Rupees Forty Two Thousand only) per annum.
- The composition of supplementary allowance can be decided once in a year. The unexercised amount of the supplementary allowance will be paid to the employee subject to deduction of tax at source.

**Superannuation Allowances:**

- You will be eligible for a Superannuation Allowance of Rs. 12,600/- (Rupees Twelve Thousand Six Hundred only) per annum.

:6:

**Reference No. - 1384045372**

Mohammed

**Benefits:**

- Comprehensive Mediclaim Coverage for you and your immediate family up to Rs.400,000/- (Rupees Four Lakh only) per annum. Your immediate family includes yourself, your spouse and dependent children. You will also be eligible for Retirement Benefits of the Bank; namely Provident Fund and Gratuity, in accordance with the statutory requirements and/or, as per Bank policy.
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Signature of Applicant

**JOINING FORMALITIES**

The process to join the Bank is by way of completing the online joining formalities. You are required to complete the online joining formalities within 5 days from the date of accepting offer letter. Please note that completion of online joining formalities is a mandatory process.

The login credentials are provided below:

**URL:** <https://www.icicicareers.com/Careers/CP/CandidateLogin.aspx>

**Username:** Registered email id or Applicant id



**Password:** Which has been already communicated to you through registered email id. In case, you do not remember the password, please use “forgot password “option to generate a new password.

Following documents (xerox copies) are required to be uploaded:

- 1) Self-attested copies of educational certificates and marksheets (Xth/XIIth/ Graduation/ Post graduation)
- 2) Work Experience Document
  - a. Resignation accepted letter from current organization
  - b. Relieving letter from two previous employers or companies worked in last five years whichever is higher
- 3) Passport size Photograph (against Red background)
- 4) Address proof (Passport/Voter id/Ration card)
- 5) PAN Card

Please note that you are required to attend Induction program (I-Banker) on your date of joining. You shall be communicated about the date, time and venue for induction program (I-Banker) by your Recruitment Manager.

#### Remuneration Details

**Name :** Mohammed

**Position:** Assistant Manager

**Group:** RETAIL BANKING GROUP

|                             | Assistant Manager |                 |
|-----------------------------|-------------------|-----------------|
|                             | Monthly           | Annual          |
| Basic                       | 7000              | 84,000          |
| HRA                         | 3,500             | 42,000          |
| Supplementary Allowance *   | 16,000            | 1,74,000        |
| Superannuation Allowance ** | 1050.00           | 12,600          |
|                             |                   |                 |
| <b>Total</b>                | <b>23,550</b>     | <b>2,82,600</b> |
|                             |                   |                 |

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|                                                                                                                                                                            |               |                 |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|-----------------|
| Retirals                                                                                                                                                                   |               |                 |
| Retirals (PF, Gratuity) ***                                                                                                                                                | 2,383         | 28,596          |
|                                                                                                                                                                            |               |                 |
| <b>Total CTC</b>                                                                                                                                                           | <b>25,933</b> | <b>3,11,196</b> |
|                                                                                                                                                                            |               |                 |
| Performance Linked Retention Pay #                                                                                                                                         | 2,250         | 27,000          |
|                                                                                                                                                                            |               |                 |
| <b>Total (incl PLRP)</b>                                                                                                                                                   | <b>28196</b>  | <b>350196</b>   |
| * Supplementary allowance will include Conveyance / Travel allowance, LTA, Medical, Canteen and any other allowance                                                        |               |                 |
| *** You will be eligible for Retirement Benefits of the Bank; namely Provident Fund and Gratuity, in accordance with the statutory requirements and/or, as per Bank policy |               |                 |
| #Please note that there is no guaranteed performance linked retention pay, subject to however provisions of the payment of Bonus Act 1965, wherever applicable.            |               |                 |

**Date:** 05-Apr-2022

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PRIVATE AND CONFIDENTIAL

**Reference No. - 1384045362**

**Applicant ID - 4394133**

05-Apr-2022

Ninad B

Dear Ninad B,

We take great pleasure in extending an offer to you for being a part of ICICI Bank.

Please find enclosed the job offer letter. Kindly note, that the offer of appointment is subject to you having fulfilled the requirements of successful completion of the degree programme within the timeline- which is the basic requirement of your eligibility. In an event, where the laid out requirements are not met within the stipulated timeline, this offer shall be withdrawn, cancelled and stand revoked which please take a note of.

Please quote your reference number, which is appearing on the top of this letter for all future correspondence.

In case you have any queries please feel free to contact at the below mentioned details:

E-Mail Address : [icicicareers@icicibank.com](mailto:icicicareers@icicibank.com)

Telephone No. : 022-71872500

Yours sincerely,

ICICI Bank HR Team



PRIVATE AND CONFIDENTIAL

**Reference No. - 1384045362**

**Applicant ID - 4394133**

05-Apr-2022

Ninad B

Dear Ninad B,

We are pleased to make you an offer of appointment as Assistant Manager in ICICI Bank. You will be placed in CORPORATE EMP SOLUTIONS GROUP at BENGALURU - R T NAGAR\_BR.

Kindly note, that the offer of appointment is subject to you having fulfilled the requirements of successful completion of the degree programme within the timeline- which is the basic requirement of your eligibility. In an event, where the laid out requirements are not met within the stipulated timeline, this offer shall be withdrawn, cancelled and stand revoked which please take a note of.

The details of your remuneration and benefits are given in Annexure.

The following are the terms and conditions of the appointment.

**Commencement/Term:**

- You shall be required to join the Bank on or before 22-Apr-2022.
- You will be on probation for a period of one year or such extended period as may be decided by the Bank based on your performance during the probation period.
- On satisfactory completion of your probation period, including that of extended period, if any, you will be confirmed in the services of the Bank in writing.

**Other Terms and Conditions of Service:**

**a) Professional Ethics & Confidentiality:** While you are in the services of the Bank, you are not permitted to carry on any business or profession or enter, for any part of your time, in any capacity, the services of, or be employed by or engaged with any other firm, company or person. You will devote your whole time and attention to your office work to promote the interest of the Bank. You will not divulge details like your compensation structure (CTC), performance rating, performance bonus amount, increment, etc. and will not divulge to any person or utilize any of the Bank's secrets or other related information (which you may possess by reason of your association with the Bank) with any external agencies, press etc. outside the Bank. Any act in breach of this term would entail initiation of appropriate action as deemed fit by the Bank.

**ICICI Bank Limited**  
ICICI Bank Towers  
Bandra-Kurla Complex  
Mumbai 400 051, India.

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Fax: (91-22) 2653 1122  
Website [www.icicibank.com](http://www.icicibank.com)  
CIN.: L65190GJ1994PLC021012

Regd. Office : ICICI Bank Tower,  
Near Chakli Circle,  
Old Padra Road,  
Vadodara 390 007, India.

- b) **IT Security Practice & Procedures:** While you are in the services of the Bank, you will adhere to the IT Security Practice & Procedures as prescribed by ICICI Bank. Any instance/s of violation or any attempted violation of the aforesaid IT Security Practices and Procedures on your part shall result in disciplinary action.

:2:

**Reference No. - 1384045362**

- Ninad B
- **Notice Period:** In case you decide to leave the Bank's services during probation period or after confirmation, you will be required to give thirty days' notice. The Bank in its sole discretion can decide to waive off/reduce the notice period depending upon the exigencies. In such case, you would be required to pay to the Bank the gross salary for the notice period so reduced/waived off.

After confirmation, your services would be liable to be terminated by the Bank, by giving thirty days' notice or on payment of thirty days' gross salary in lieu of the notice period.

- **Transfer:** The Bank shall have the right to transfer/depute you to any of its offices or ICICI group companies in India and abroad.
- **Joining Competitor:** In the event of termination of your services by the Bank or your resignation from the services of the Bank, you shall not join any Banking or Financial Services Company for a period of six months from the date of resignation/termination.
- Please note that during the course of your services with the Bank or in the event of cessation of your services in future, due to any reason whatsoever, you shall, for a period of six months from the date of such cessation, directly or indirectly, either on your own accord or on behalf or in conjunction with any other person/s, firm or company refrain/desist from canvassing or soliciting or attempting to or inducing any employee(s)/business associate(s) to leave their current employment with the Bank/Group Companies/Business Partners to join the services of your new employer/firm/company or any other competitor of the Bank/Group Companies/Business Partners. Any act in contravention of the above provision shall entail initiation of appropriate action as deemed fit by the Bank.
- Please note that during the course of your services with the Bank you cannot be a member of any anti-social/national outfits or of any outfit which is declared as banned by the Government. Any act in breach of this term would entail initiation of appropriate action as deemed fit by the Bank.

:3:



**Reference No. - 1384045362**

Ninad B

- Please note that while joining the services of the Bank and during the course of your services with the Bank, you would be required to notify the Bank immediately with details of civil or criminal case/s instituted against you in any Court of Law or any complaint/show cause notice /prosecution with/by any Police Station or by any statutory authority, as also you will notify any outcome of such complaint like filing of Chargesheet /Arrest/Conviction/Acquittal/Discharge. Any act in breach of this term would entail initiation of appropriate action as deemed fit by the Bank.
- The Bank expects resolution of issue/s relating to your employment, if any, within the framework internally, at all times during your service period and even after cessation of service due to any reason whatsoever. As such please note that any attempt to bring any outside influence - directly or indirectly - upon any authority to further your interest/s in respect of matters pertaining to your services with the Bank would amount to breach of employment contract leading to initiation of appropriate action.
- Please note that during the course of your services with the Bank, you will not take part in any demonstration/agitation against the Bank and its official/s for or on behalf of any external bodies/political outfits- either as a member or as a sympathizer. Any act in contravention of the above would be treated as prejudicial to the interest and reputation of the Bank leading to initiation of appropriate action.
- **Termination of Employment:** Your services with the Bank are liable to be terminated:
- Without assigning any reason and without giving any notice during probation period and after confirmation by giving thirty days' notice or on payment of thirty days' gross salary in lieu of the notice period and at any time during your services with the Bank in the event of
  - a) Any breach of the conditions mentioned in this letter on your part
  - b) You not successfully completing the degree programme within the stipulated timeline during the current academic year and non-submission of your certificate and mark sheet within 3 months of result announcement
  - c) Any incorrect information furnished by you like:
    - Mismatch in your previous employment data even for a day
    - Mismatch in your previous pay slip
    - Fake qualification certificates etc; and
  - d) Suppression of any material information by you.
  - e) Any breach of the Rules and Regulations of the Bank as applicable/may be made applicable to you from time to time.

**Reference No. - 1384045362**

Ninad B

**□ General:**

- Your appointment and continuation in employment are subject to reference checks, successful completion of your course during the current academic year and submission of your certificate and mark sheet within 3 months of joining.
- You will be bound by the Rules and Regulations of the Bank.
- You will keep us informed of any change in your residential address.
- Your acceptance is taken as your understanding that the role in ICICI Bank may involve sales. You may be required to travel extensively as per the requirement of your job/role or as may be needed for the exigencies of the Bank. Also, that you further understand that your services in the Bank are transferrable in any location and profile including sales, across geographies as per organization requirements. If you are agreeable to the above mentioned terms and conditions, please intimate your acceptance to us by returning a copy of this letter, duly signed by you, within seven days of receipt. In case no confirmation is received within the above-mentioned period the appointment letter shall be deemed to have been withdrawn.

Yours sincerely,

Amit Prakash

I have read all the terms and conditions of the offer and would like to confirm my acceptance

Signature of Applicant

:5:

**Reference No. - 1384045362** Ninad  
B

**Annexure:**

**Remuneration:**

- Your Base Salary will be Rs. 84,000/- (Rupees Eighty Four Thousand only) per annum.
- You will eligible for the Performance Linked Retention Pay, as per the policy of the Bank. Please note that there is no guaranteed performance bonus, subject to however provisions of the Payment of Bonus Act 1965, wherever applicable. The performance linked Retention pay would be payable to an employee only if the employee on the day of payout is on the rolls of the bank and he/she has not resigned and / or is serving notice period.

**Supplementary Allowances:**

- You will be eligible for a Supplementary Allowance of Rs. 1,44,000/- (Rupees One Lakh Forty Four Thousand only) per annum. Supplementary allowance will include –Conveyance / Travel Allowance, LTA, Medical Reimbursement, Canteen and any other allowance. All the components of supplementary allowance are subject to limits and rules prescribed by Income tax act and policies of the bank.
- You will be eligible for HRA of Rs. 42,000/- (Rupees Forty Two Thousand only) per annum.
- The composition of supplementary allowance can be decided once in a year. The unexercised amount of the supplementary allowance will be paid to the employee subject to deduction of tax at source.

**Superannuation Allowances:**

- You will be eligible for a Superannuation Allowance of Rs. 12,600/- (Rupees Twelve Thousand Six Hundred only) per annum.

:6:

**Reference No. - 1384045362** Ninad  
B

**Benefits:**

- Comprehensive Mediclaim Coverage for you and your immediate family up to Rs.400,000/- (Rupees Four Lakh only) per annum. Your immediate family includes yourself, your spouse and dependent children. You will also be eligible for Retirement Benefits of the Bank; namely Provident Fund and Gratuity, in accordance with the statutory requirements and/or, as per Bank policy.
- The salary and perquisites including supplementary allowance are subject to limits and rules prescribed by the Income Tax Act / Rules and policies of the Company.
- Maternity leave benefits as defined under the Maternity Benefit (Amendment) Act, 2017 are offered to eligible women employees by the Bank. Details of all types of leaves including the Maternity leave benefits offered to employees and eligibility criteria for availing such benefits are notified by the Bank under "Employee Benefit Policies" available on the Bank's intranet which will be accessible upon joining the Bank.

Signature of Applicant

**JOINING FORMALITIES**

The process to join the Bank is by way of completing the online joining formalities. You are required to complete the online joining formalities within 5 days from the date of accepting offer letter. Please note that completion of online joining formalities is a mandatory process.

The login credentials are provided below:

**URL:** <https://www.icicicareers.com/Careers/CP/CandidateLogin.aspx>

**Username:** Registered email id or Applicant id



**Password:** Which has been already communicated to you through registered email id. In case, you do not remember the password, please use “forgot password “option to generate a new password.

Following documents (xerox copies) are required to be uploaded:

- 1) Self-attested copies of educational certificates and marksheets (Xth/XIIth/ Graduation/ Post graduation)
- 2) Work Experience Document
  - a. Resignation accepted letter from current organization
  - b. Relieving letter from two previous employers or companies worked in last five years whichever is higher
- 3) Passport size Photograph (against Red background)
- 4) Address proof (Passport/Voter id/Ration card)
- 5) PAN Card

Please note that you are required to attend Induction program (I-Banker) on your date of joining. You shall be communicated about the date, time and venue for induction program (I-Banker) by your Recruitment Manager.

#### Remuneration Details

**Name :** Ninad B

**Position:** Assistant Manager

**Group:** RETAIL BANKING GROUP

|                             | Assistant Manager |                 |
|-----------------------------|-------------------|-----------------|
|                             | Monthly           | Annual          |
| Basic                       | 7000              | 84,000          |
| HRA                         | 3,500             | 42,000          |
| Supplementary Allowance *   | 16,000            | 1,74,000        |
| Superannuation Allowance ** | 1050.00           | 12,600          |
|                             |                   |                 |
| <b>Total</b>                | <b>23,550</b>     | <b>2,82,600</b> |
|                             |                   |                 |

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|                                                                                                                                                                            |               |                 |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|-----------------|
| Retirals                                                                                                                                                                   |               |                 |
| Retirals (PF, Gratuity) ***                                                                                                                                                | 2,383         | 28,596          |
|                                                                                                                                                                            |               |                 |
| <b>Total CTC</b>                                                                                                                                                           | <b>25,933</b> | <b>3,11,196</b> |
|                                                                                                                                                                            |               |                 |
| Performance Linked Retention Pay #                                                                                                                                         | 2,250         | 27,000          |
|                                                                                                                                                                            |               |                 |
| <b>Total (incl PLRP)</b>                                                                                                                                                   | <b>28196</b>  | <b>350196</b>   |
| * Supplementary allowance will include Conveyance / Travel allowance, LTA, Medical, Canteen and any other allowance                                                        |               |                 |
| *** You will be eligible for Retirement Benefits of the Bank; namely Provident Fund and Gratuity, in accordance with the statutory requirements and/or, as per Bank policy |               |                 |
| #Please note that there is no guaranteed performance linked retention pay, subject to however provisions of the payment of Bonus Act 1965, wherever applicable.            |               |                 |

**Date:** 05-Apr-2022

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PRIVATE AND CONFIDENTIAL

**Reference No. - 1384045363**

**Applicant ID - 4394134**

05-Apr-2022

Paras Mani Jha

Dear Paras Mani Jha,

We take great pleasure in extending an offer to you for being a part of ICICI Bank.

Please find enclosed the job offer letter. Kindly note, that the offer of appointment is subject to you having fulfilled the requirements of successful completion of the degree programme within the timeline- which is the basic requirement of your eligibility. In an event, where the laid out requirements are not met within the stipulated timeline, this offer shall be withdrawn, cancelled and stand revoked which please take a note of.

Please quote your reference number, which is appearing on the top of this letter for all future correspondence.

In case you have any queries please feel free to contact at the below mentioned details:

E-Mail Address : [icicicareers@icicibank.com](mailto:icicicareers@icicibank.com)

Telephone No. : 022-71872500

Yours sincerely,

ICICI Bank HR Team



PRIVATE AND CONFIDENTIAL

**Reference No. - 1384045363**

**Applicant ID - 4394134**

05-Apr-2022

Paras Mani Jha

Dear Paras Mani Jha,

We are pleased to make you an offer of appointment as Assistant Manager in ICICI Bank. You will be placed in CORPORATE EMP SOLUTIONS GROUP at BENGALURU - R T NAGAR\_BR.

Kindly note, that the offer of appointment is subject to you having fulfilled the requirements of successful completion of the degree programme within the timeline- which is the basic requirement of your eligibility. In an event, where the laid out requirements are not met within the stipulated timeline, this offer shall be withdrawn, cancelled and stand revoked which please take a note of.

The details of your remuneration and benefits are given in Annexure.

The following are the terms and conditions of the appointment.

**Commencement/Term:**

- You shall be required to join the Bank on or before 22-Apr-2022.
- You will be on probation for a period of one year or such extended period as may be decided by the Bank based on your performance during the probation period.
- On satisfactory completion of your probation period, including that of extended period, if any, you will be confirmed in the services of the Bank in writing.

**Other Terms and Conditions of Service:**

**a) Professional Ethics & Confidentiality:** While you are in the services of the Bank, you are not permitted to carry on any business or profession or enter, for any part of your time, in any capacity, the services of, or be employed by or engaged with any other firm, company or person. You will devote your whole time and attention to your office work to promote the interest of the Bank. You will not divulge details like your compensation structure (CTC), performance rating, performance bonus amount, increment, etc. and will not divulge to any person or utilize any of the Bank's secrets or other related information (which you may possess by reason of your association with the Bank) with any external agencies, press etc. outside the Bank. Any act in breach of this term would entail initiation of appropriate action as deemed fit by the Bank.

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- b) **IT Security Practice & Procedures:** While you are in the services of the Bank, you will adhere to the IT Security Practice & Procedures as prescribed by ICICI Bank. Any instance/s of violation or any attempted violation of the aforesaid IT Security Practices and Procedures on your part shall result in disciplinary action.

:2:

**Reference No. - 1384045363**

- Paras Mani Jha
- **Notice Period:** In case you decide to leave the Bank's services during probation period or after confirmation, you will be required to give thirty days' notice. The Bank in its sole discretion can decide to waive off/reduce the notice period depending upon the exigencies. In such case, you would be required to pay to the Bank the gross salary for the notice period so reduced/waived off.

After confirmation, your services would be liable to be terminated by the Bank, by giving thirty days' notice or on payment of thirty days' gross salary in lieu of the notice period.

- **Transfer:** The Bank shall have the right to transfer/depute you to any of its offices or ICICI group companies in India and abroad.
- **Joining Competitor:** In the event of termination of your services by the Bank or your resignation from the services of the Bank, you shall not join any Banking or Financial Services Company for a period of six months from the date of resignation/termination.
- Please note that during the course of your services with the Bank or in the event of cessation of your services in future, due to any reason whatsoever, you shall, for a period of six months from the date of such cessation, directly or indirectly, either on your own accord or on behalf or in conjunction with any other person/s, firm or company refrain/desist from canvassing or soliciting or attempting to or inducing any employee(s)/business associate(s) to leave their current employment with the Bank/Group Companies/Business Partners to join the services of your new employer/firm/company or any other competitor of the Bank/Group Companies/Business Partners. Any act in contravention of the above provision shall entail initiation of appropriate action as deemed fit by the Bank.
- Please note that during the course of your services with the Bank you cannot be a member of any anti-social/national outfits or of any outfit which is declared as banned by the Government. Any act in breach of this term would entail initiation of appropriate action as deemed fit by the Bank.

:3:

**Reference No. - 1384045363**

Paras Mani Jha

- Please note that while joining the services of the Bank and during the course of your services with the Bank, you would be required to notify the Bank immediately with details of civil or criminal case/s instituted against you in any Court of Law or any complaint/show cause notice /prosecution with/by any Police Station or by any statutory authority, as also you will notify any outcome of such complaint like filing of Chargesheet /Arrest/Conviction/Acquittal/Discharge. Any act in breach of this term would entail initiation of appropriate action as deemed fit by the Bank.
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  - a) Any breach of the conditions mentioned in this letter on your part
  - b) You not successfully completing the degree programme within the stipulated timeline during the current academic year and non-submission of your certificate and mark sheet within 3 months of result announcement
  - c) Any incorrect information furnished by you like:
    - Mismatch in your previous employment data even for a day
    - Mismatch in your previous pay slip
    - Fake qualification certificates etc; and
  - d) Suppression of any material information by you.
  - e) Any breach of the Rules and Regulations of the Bank as applicable/may be made applicable to you from time to time.

**Reference No. - 1384045363**

Paras Mani Jha

**□ General:**

- Your appointment and continuation in employment are subject to reference checks, successful completion of your course during the current academic year and submission of your certificate and mark sheet within 3 months of joining.
- You will be bound by the Rules and Regulations of the Bank.
- You will keep us informed of any change in your residential address.
- Your acceptance is taken as your understanding that the role in ICICI Bank may involve sales. You may be required to travel extensively as per the requirement of your job/role or as may be needed for the exigencies of the Bank. Also, that you further understand that your services in the Bank are transferrable in any location and profile including sales, across geographies as per organization requirements. If you are agreeable to the above mentioned terms and conditions, please intimate your acceptance to us by returning a copy of this letter, duly signed by you, within seven days of receipt. In case no confirmation is received within the above-mentioned period the appointment letter shall be deemed to have been withdrawn.

Yours sincerely,

Amit Prakash

I have read all the terms and conditions of the offer and would like to confirm my acceptance

Signature of Applicant

:5:

**Reference No. - 1384045363** Paras  
Mani Jha

**Annexure:**

**Remuneration:**

- Your Base Salary will be Rs. 84,000/- (Rupees Eighty Four Thousand only) per annum.
- You will eligible for the Performance Linked Retention Pay, as per the policy of the Bank. Please note that there is no guaranteed performance bonus, subject to however provisions of the Payment of Bonus Act 1965, wherever applicable. The performance linked Retention pay would be payable to an employee only if the employee on the day of payout is on the rolls of the bank and he/she has not resigned and / or is serving notice period.

**Supplementary Allowances:**

- You will be eligible for a Supplementary Allowance of Rs. 1,44,000/- (Rupees One Lakh Forty Four Thousand only) per annum. Supplementary allowance will include –Conveyance / Travel Allowance, LTA, Medical Reimbursement, Canteen and any other allowance. All the components of supplementary allowance are subject to limits and rules prescribed by Income tax act and policies of the bank.
- You will be eligible for HRA of Rs. 42,000/- (Rupees Forty Two Thousand only) per annum.
- The composition of supplementary allowance can be decided once in a year. The unexercised amount of the supplementary allowance will be paid to the employee subject to deduction of tax at source.

**Superannuation Allowances:**

- You will be eligible for a Superannuation Allowance of Rs. 12,600/- (Rupees Twelve Thousand Six Hundred only) per annum.

:6:

**Reference No. - 1384045363** Paras

Mani Jha

**Benefits:**

- Comprehensive Mediclaim Coverage for you and your immediate family up to Rs.400,000/- (Rupees Four Lakh only) per annum. Your immediate family includes yourself, your spouse and dependent children. You will also be eligible for Retirement Benefits of the Bank; namely Provident Fund and Gratuity, in accordance with the statutory requirements and/or, as per Bank policy.
- The salary and perquisites including supplementary allowance are subject to limits and rules prescribed by the Income Tax Act / Rules and policies of the Company.
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Signature of Applicant

**JOINING FORMALITIES**

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The login credentials are provided below:

**URL:** <https://www.icicicareers.com/Careers/CP/CandidateLogin.aspx>

**Username:** Registered email id or Applicant id



**Password:** Which has been already communicated to you through registered email id. In case, you do not remember the password, please use “forgot password “option to generate a new password.

Following documents (xerox copies) are required to be uploaded:

- 1) Self-attested copies of educational certificates and marksheets (Xth/XIIth/ Graduation/ Post graduation)
- 2) Work Experience Document
  - a. Resignation accepted letter from current organization
  - b. Relieving letter from two previous employers or companies worked in last five years whichever is higher
- 3) Passport size Photograph (against Red background)
- 4) Address proof (Passport/Voter id/Ration card)
- 5) PAN Card

Please note that you are required to attend Induction program (I-Banker) on your date of joining. You shall be communicated about the date, time and venue for induction program (I-Banker) by your Recruitment Manager.

#### Remuneration Details

**Name :** Paras Mani Jha

**Position:** Assistant Manager

**Group:** RETAIL BANKING GROUP

|                             | Assistant Manager |                 |
|-----------------------------|-------------------|-----------------|
|                             | Monthly           | Annual          |
| Basic                       | 7000              | 84,000          |
| HRA                         | 3,500             | 42,000          |
| Supplementary Allowance *   | 16,000            | 1,74,000        |
| Superannuation Allowance ** | 1050.00           | 12,600          |
|                             |                   |                 |
| <b>Total</b>                | <b>23,550</b>     | <b>2,82,600</b> |
|                             |                   |                 |

**ICICI Bank Limited**  
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Bandra-Kurla Complex  
Mumbai 400 051, India.

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Website [www.icicibank.com](http://www.icicibank.com)  
CIN.: L65190GJ1994PLC021012

Regd. Office : ICICI Bank Tower,  
Near Chakli Circle,  
Old Padra Road,  
Vadodara 390 007, India.



|                                                                                                                                                                            |               |                 |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|-----------------|
| Retirals                                                                                                                                                                   |               |                 |
| Retirals (PF, Gratuity) ***                                                                                                                                                | 2,383         | 28,596          |
|                                                                                                                                                                            |               |                 |
| <b>Total CTC</b>                                                                                                                                                           | <b>25,933</b> | <b>3,11,196</b> |
|                                                                                                                                                                            |               |                 |
| Performance Linked Retention Pay #                                                                                                                                         | 2,250         | 27,000          |
|                                                                                                                                                                            |               |                 |
| <b>Total (incl PLRP)</b>                                                                                                                                                   | <b>28196</b>  | <b>350196</b>   |
| * Supplementary allowance will include Conveyance / Travel allowance, LTA, Medical, Canteen and any other allowance                                                        |               |                 |
| *** You will be eligible for Retirement Benefits of the Bank; namely Provident Fund and Gratuity, in accordance with the statutory requirements and/or, as per Bank policy |               |                 |
| #Please note that there is no guaranteed performance linked retention pay, subject to however provisions of the payment of Bonus Act 1965, wherever applicable.            |               |                 |

**Date:** 05-Apr-2022

**ICICI Bank Limited**  
 ICICI Bank Towers  
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 Vadodara 390 007, India.



PRIVATE AND CONFIDENTIAL

**Reference No. - 1384045352**

**Applicant ID - 4394123**

05-Apr-2022

PUNITH S N

Dear PUNITH S N,

We take great pleasure in extending an offer to you for being a part of ICICI Bank.

Please find enclosed the job offer letter. Kindly note, that the offer of appointment is subject to you having fulfilled the requirements of successful completion of the degree programme within the timeline- which is the basic requirement of your eligibility. In an event, where the laid out requirements are not met within the stipulated timeline, this offer shall be withdrawn, cancelled and stand revoked which please take a note of.

Please quote your reference number, which is appearing on the top of this letter for all future correspondence.

In case you have any queries please feel free to contact at the below mentioned details:

E-Mail Address : [icicicareers@icicibank.com](mailto:icicicareers@icicibank.com)

Telephone No. : 022-71872500

Yours sincerely,

ICICI Bank HR Team





PRIVATE AND CONFIDENTIAL

**Reference No. - 1384045352**

**Applicant ID - 4394123**

05-Apr-2022

PUNITH S N

Dear PUNITH S N,

We are pleased to make you an offer of appointment as Assistant Manager in ICICI Bank. You will be placed in CORPORATE EMP SOLUTIONS GROUP at BENGALURU - R T NAGAR\_BR.

Kindly note, that the offer of appointment is subject to you having fulfilled the requirements of successful completion of the degree programme within the timeline- which is the basic requirement of your eligibility. In an event, where the laid out requirements are not met within the stipulated timeline, this offer shall be withdrawn, cancelled and stand revoked which please take a note of.

The details of your remuneration and benefits are given in Annexure.

The following are the terms and conditions of the appointment.

**Commencement/Term:**

- You shall be required to join the Bank on or before 22-Apr-2022.
- You will be on probation for a period of one year or such extended period as may be decided by the Bank based on your performance during the probation period.
- On satisfactory completion of your probation period, including that of extended period, if any, you will be confirmed in the services of the Bank in writing.

**Other Terms and Conditions of Service:**

**a) Professional Ethics & Confidentiality:** While you are in the services of the Bank, you are not permitted to carry on any business or profession or enter, for any part of your time, in any capacity, the services of, or be employed by or engaged with any other firm, company or person. You will devote your whole time and attention to your office work to promote the interest of the Bank. You will not divulge details like your compensation structure (CTC), performance rating, performance bonus amount, increment, etc. and will not divulge to any person or utilize any of the Bank's secrets or other related information (which you may possess by reason of your association with the Bank) with any external agencies, press etc. outside the Bank. Any act in breach of this term would entail initiation of appropriate action as deemed fit by the Bank.

**ICICI Bank Limited**  
ICICI Bank Towers  
Bandra-Kurla Complex  
Mumbai 400 051, India.

Tel.: (91-22) 2653 1414  
Fax: (91-22) 2653 1122  
Website [www.icicibank.com](http://www.icicibank.com)  
CIN.: L65190GJ1994PLC021012

Regd. Office : ICICI Bank Tower,  
Near Chakli Circle,  
Old Padra Road,  
Vadodara 390 007, India.

- b) **IT Security Practice & Procedures:** While you are in the services of the Bank, you will adhere to the IT Security Practice & Procedures as prescribed by ICICI Bank. Any instance/s of violation or any attempted violation of the aforesaid IT Security Practices and Procedures on your part shall result in disciplinary action.

:2:

**Reference No. - 1384045352**

- PUNITH S N
- **Notice Period:** In case you decide to leave the Bank's services during probation period or after confirmation, you will be required to give thirty days' notice. The Bank in its sole discretion can decide to waive off/reduce the notice period depending upon the exigencies. In such case, you would be required to pay to the Bank the gross salary for the notice period so reduced/waived off.

After confirmation, your services would be liable to be terminated by the Bank, by giving thirty days' notice or on payment of thirty days' gross salary in lieu of the notice period.

- **Transfer:** The Bank shall have the right to transfer/depute you to any of its offices or ICICI group companies in India and abroad.
- **Joining Competitor:** In the event of termination of your services by the Bank or your resignation from the services of the Bank, you shall not join any Banking or Financial Services Company for a period of six months from the date of resignation/termination.
- Please note that during the course of your services with the Bank or in the event of cessation of your services in future, due to any reason whatsoever, you shall, for a period of six months from the date of such cessation, directly or indirectly, either on your own accord or on behalf or in conjunction with any other person/s, firm or company refrain/desist from canvassing or soliciting or attempting to or inducing any employee(s)/business associate(s) to leave their current employment with the Bank/Group Companies/Business Partners to join the services of your new employer/firm/company or any other competitor of the Bank/Group Companies/Business Partners. Any act in contravention of the above provision shall entail initiation of appropriate action as deemed fit by the Bank.
- Please note that during the course of your services with the Bank you cannot be a member of any anti-social/national outfits or of any outfit which is declared as banned by the Government. Any act in breach of this term would entail initiation of appropriate action as deemed fit by the Bank.

:3:

**Reference No. - 1384045352**

PUNITH S N

- Please note that while joining the services of the Bank and during the course of your services with the Bank, you would be required to notify the Bank immediately with details of civil or criminal case/s instituted against you in any Court of Law or any complaint/show cause notice /prosecution with/by any Police Station or by any statutory authority, as also you will notify any outcome of such complaint like filing of Chargesheet /Arrest/Conviction/Acquittal/Discharge. Any act in breach of this term would entail initiation of appropriate action as deemed fit by the Bank.
- The Bank expects resolution of issue/s relating to your employment, if any, within the framework internally, at all times during your service period and even after cessation of service due to any reason whatsoever. As such please note that any attempt to bring any outside influence - directly or indirectly - upon any authority to further your interest/s in respect of matters pertaining to your services with the Bank would amount to breach of employment contract leading to initiation of appropriate action.
- Please note that during the course of your services with the Bank, you will not take part in any demonstration/agitation against the Bank and its official/s for or on behalf of any external bodies/political outfits- either as a member or as a sympathizer. Any act in contravention of the above would be treated as prejudicial to the interest and reputation of the Bank leading to initiation of appropriate action.
- **Termination of Employment:** Your services with the Bank are liable to be terminated:
- Without assigning any reason and without giving any notice during probation period and after confirmation by giving thirty days' notice or on payment of thirty days' gross salary in lieu of the notice period and at any time during your services with the Bank in the event of
  - a) Any breach of the conditions mentioned in this letter on your part
  - b) You not successfully completing the degree programme within the stipulated timeline during the current academic year and non-submission of your certificate and mark sheet within 3 months of result announcement
  - c) Any incorrect information furnished by you like:
    - Mismatch in your previous employment data even for a day
    - Mismatch in your previous pay slip
    - Fake qualification certificates etc; and
  - d) Suppression of any material information by you.
  - e) Any breach of the Rules and Regulations of the Bank as applicable/may be made applicable to you from time to time.

**Reference No. - 1384045352**

PUNITH S N

**□ General:**

- Your appointment and continuation in employment are subject to reference checks, successful completion of your course during the current academic year and submission of your certificate and mark sheet within 3 months of joining.
- You will be bound by the Rules and Regulations of the Bank.
- You will keep us informed of any change in your residential address.
- Your acceptance is taken as your understanding that the role in ICICI Bank may involve sales. You may be required to travel extensively as per the requirement of your job/role or as may be needed for the exigencies of the Bank. Also, that you further understand that your services in the Bank are transferrable in any location and profile including sales, across geographies as per organization requirements. If you are agreeable to the above mentioned terms and conditions, please intimate your acceptance to us by returning a copy of this letter, duly signed by you, within seven days of receipt. In case no confirmation is received within the above-mentioned period the appointment letter shall be deemed to have been withdrawn.

Yours sincerely,

Amit Prakash

I have read all the terms and conditions of the offer and would like to confirm my acceptance

Signature of Applicant

:5:

**Reference No. - 1384045352**

PUNITH S N

**Annexure:**

**Remuneration:**

- Your Base Salary will be Rs. 84,000/- (Rupees Eighty Four Thousand only) per annum.
- You will eligible for the Performance Linked Retention Pay, as per the policy of the Bank. Please note that there is no guaranteed performance bonus, subject to however provisions of the Payment of Bonus Act 1965, wherever applicable. The performance linked Retention pay would be payable to an employee only if the employee on the day of payout is on the rolls of the bank and he/she has not resigned and / or is serving notice period.

**Supplementary Allowances:**

- You will be eligible for a Supplementary Allowance of Rs. 1,44,000/- (Rupees One Lakh Forty Four Thousand only) per annum. Supplementary allowance will include –Conveyance / Travel Allowance, LTA, Medical Reimbursement, Canteen and any other allowance. All the components of supplementary allowance are subject to limits and rules prescribed by Income tax act and policies of the bank.
- You will be eligible for HRA of Rs. 42,000/- (Rupees Forty Two Thousand only) per annum.
- The composition of supplementary allowance can be decided once in a year. The unexercised amount of the supplementary allowance will be paid to the employee subject to deduction of tax at source.

**Superannuation Allowances:**

- You will be eligible for a Superannuation Allowance of Rs. 12,600/- (Rupees Twelve Thousand Six Hundred only) per annum.

:6:

**Reference No. - 1384045352**

PUNITH S N

**Benefits:**

- Comprehensive Mediclaim Coverage for you and your immediate family up to Rs.400,000/- (Rupees Four Lakh only) per annum. Your immediate family includes yourself, your spouse and dependent children. You will also be eligible for Retirement Benefits of the Bank; namely Provident Fund and Gratuity, in accordance with the statutory requirements and/or, as per Bank policy.
- The salary and perquisites including supplementary allowance are subject to limits and rules prescribed by the Income Tax Act / Rules and policies of the Company.
- Maternity leave benefits as defined under the Maternity Benefit (Amendment) Act, 2017 are offered to eligible women employees by the Bank. Details of all types of leaves including the Maternity leave benefits offered to employees and eligibility criteria for availing such benefits are notified by the Bank under "Employee Benefit Policies" available on the Bank's intranet which will be accessible upon joining the Bank.

Signature of Applicant

**JOINING FORMALITIES**

The process to join the Bank is by way of completing the online joining formalities. You are required to complete the online joining formalities within 5 days from the date of accepting offer letter. Please note that completion of online joining formalities is a mandatory process.

The login credentials are provided below:

**URL:** <https://www.icicicareers.com/Careers/CP/CandidateLogin.aspx>

**Username:** Registered email id or Applicant id

**Password:** Which has been already communicated to you through registered email id. In case, you do not remember the password, please use “forgot password “option to generate a new password.

Following documents (xerox copies) are required to be uploaded:

- 1) Self-attested copies of educational certificates and marksheets (Xth/XIIth/ Graduation/ Post graduation)
- 2) Work Experience Document
  - a. Resignation accepted letter from current organization
  - b. Relieving letter from two previous employers or companies worked in last five years whichever is higher
- 3) Passport size Photograph (against Red background)
- 4) Address proof (Passport/Voter id/Ration card)
- 5) PAN Card

Please note that you are required to attend Induction program (I-Banker) on your date of joining. You shall be communicated about the date, time and venue for induction program (I-Banker) by your Recruitment Manager.

#### Remuneration Details

**Name :** PUNITH S N

**Position:** Assistant Manager

**Group:** RETAIL BANKING GROUP

|                             | Assistant Manager |                 |
|-----------------------------|-------------------|-----------------|
|                             | Monthly           | Annual          |
| Basic                       | 7000              | 84,000          |
| HRA                         | 3,500             | 42,000          |
| Supplementary Allowance *   | 16,000            | 1,74,000        |
| Superannuation Allowance ** | 1050.00           | 12,600          |
|                             |                   |                 |
| <b>Total</b>                | <b>23,550</b>     | <b>2,82,600</b> |
|                             |                   |                 |



|                                                                                                                                                                            |               |                 |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|-----------------|
| Retirals                                                                                                                                                                   |               |                 |
| Retirals (PF, Gratuity) ***                                                                                                                                                | 2,383         | 28,596          |
|                                                                                                                                                                            |               |                 |
| <b>Total CTC</b>                                                                                                                                                           | <b>25,933</b> | <b>3,11,196</b> |
|                                                                                                                                                                            |               |                 |
| Performance Linked Retention Pay #                                                                                                                                         | 2,250         | 27,000          |
|                                                                                                                                                                            |               |                 |
| <b>Total (incl PLRP)</b>                                                                                                                                                   | <b>32196</b>  | <b>383196</b>   |
| * Supplementary allowance will include Conveyance / Travel allowance, LTA, Medical, Canteen and any other allowance                                                        |               |                 |
| *** You will be eligible for Retirement Benefits of the Bank; namely Provident Fund and Gratuity, in accordance with the statutory requirements and/or, as per Bank policy |               |                 |
| #Please note that there is no guaranteed performance linked retention pay, subject to however provisions of the payment of Bonus Act 1965, wherever applicable.            |               |                 |

**Date:** 05-Apr-2022

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PRIVATE AND CONFIDENTIAL

**Reference No. - 1384045378**

**Applicant ID - 4394149**

05-Apr-2022

Pushpit Khare

Dear Pushpit Khare,

We take great pleasure in extending an offer to you for being a part of ICICI Bank.

Please find enclosed the job offer letter. Kindly note, that the offer of appointment is subject to you having fulfilled the requirements of successful completion of the degree programme within the timeline- which is the basic requirement of your eligibility. In an event, where the laid out requirements are not met within the stipulated timeline, this offer shall be withdrawn, cancelled and stand revoked which please take a note of.

Please quote your reference number, which is appearing on the top of this letter for all future correspondence.

In case you have any queries please feel free to contact at the below mentioned details:

E-Mail Address : [icicicareers@icicibank.com](mailto:icicicareers@icicibank.com)

Telephone No. : 022-71872500

Yours sincerely,

ICICI Bank HR Team

PRIVATE AND CONFIDENTIAL

**Reference No. - 1384045378**

**Applicant ID - 4394149**

05-Apr-2022

Pushpit Khare

Dear Pushpit Khare,

We are pleased to make you an offer of appointment as Assistant Manager in ICICI Bank. You will be placed in CORPORATE EMP SOLUTIONS GROUP at BENGALURU - R T NAGAR\_BR.

Kindly note, that the offer of appointment is subject to you having fulfilled the requirements of successful completion of the degree programme within the timeline- which is the basic requirement of your eligibility. In an event, where the laid out requirements are not met within the stipulated timeline, this offer shall be withdrawn, cancelled and stand revoked which please take a note of.

The details of your remuneration and benefits are given in Annexure.

The following are the terms and conditions of the appointment.

**Commencement/Term:**

- You shall be required to join the Bank on or before 22-Apr-2022.
- You will be on probation for a period of one year or such extended period as may be decided by the Bank based on your performance during the probation period.
- On satisfactory completion of your probation period, including that of extended period, if any, you will be confirmed in the services of the Bank in writing.

**Other Terms and Conditions of Service:**

**a) Professional Ethics & Confidentiality:** While you are in the services of the Bank, you are not permitted to carry on any business or profession or enter, for any part of your time, in any capacity, the services of, or be employed by or engaged with any other firm, company or person. You will devote your whole time and attention to your office work to promote the interest of the Bank. You will not divulge details like your compensation structure (CTC), performance rating, performance bonus amount, increment, etc. and will not divulge to any person or utilize any of the Bank's secrets or other related information (which you may possess by reason of your association with the Bank) with any external agencies, press etc. outside the Bank. Any act in breach of this term would entail initiation of appropriate action as deemed fit by the Bank.

- b) **IT Security Practice & Procedures:** While you are in the services of the Bank, you will adhere to the IT Security Practice & Procedures as prescribed by ICICI Bank. Any instance/s of violation or any attempted violation of the aforesaid IT Security Practices and Procedures on your part shall result in disciplinary action.

:2:

**Reference No. - 1384045378**

- Pushpit Khare
- **Notice Period:** In case you decide to leave the Bank's services during probation period or after confirmation, you will be required to give thirty days' notice. The Bank in its sole discretion can decide to waive off/reduce the notice period depending upon the exigencies. In such case, you would be required to pay to the Bank the gross salary for the notice period so reduced/waived off.

After confirmation, your services would be liable to be terminated by the Bank, by giving thirty days' notice or on payment of thirty days' gross salary in lieu of the notice period.

- **Transfer:** The Bank shall have the right to transfer/depute you to any of its offices or ICICI group companies in India and abroad.
- **Joining Competitor:** In the event of termination of your services by the Bank or your resignation from the services of the Bank, you shall not join any Banking or Financial Services Company for a period of six months from the date of resignation/termination.
- Please note that during the course of your services with the Bank or in the event of cessation of your services in future, due to any reason whatsoever, you shall, for a period of six months from the date of such cessation, directly or indirectly, either on your own accord or on behalf or in conjunction with any other person/s, firm or company refrain/desist from canvassing or soliciting or attempting to or inducing any employee(s)/business associate(s) to leave their current employment with the Bank/Group Companies/Business Partners to join the services of your new employer/firm/company or any other competitor of the Bank/Group Companies/Business Partners. Any act in contravention of the above provision shall entail initiation of appropriate action as deemed fit by the Bank.
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:3:

**Reference No. - 1384045378**

Pushpit Khare

- Please note that while joining the services of the Bank and during the course of your services with the Bank, you would be required to notify the Bank immediately with details of civil or criminal case/s instituted against you in any Court of Law or any complaint/show cause notice /prosecution with/by any Police Station or by any statutory authority, as also you will notify any outcome of such complaint like filing of Chargesheet /Arrest/Conviction/Acquittal/Discharge. Any act in breach of this term would entail initiation of appropriate action as deemed fit by the Bank.
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    - Fake qualification certificates etc; and
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  - e) Any breach of the Rules and Regulations of the Bank as applicable/may be made applicable to you from time to time.

:4

**Reference No. - 1384045378**

Pushpit Khare

**□ General:**

- Your appointment and continuation in employment are subject to reference checks, successful completion of your course during the current academic year and submission of your certificate and mark sheet within 3 months of joining.
- You will be bound by the Rules and Regulations of the Bank.
- You will keep us informed of any change in your residential address.
- Your acceptance is taken as your understanding that the role in ICICI Bank may involve sales. You may be required to travel extensively as per the requirement of your job/role or as may be needed for the exigencies of the Bank. Also, that you further understand that your services in the Bank are transferrable in any location and profile including sales, across geographies as per organization requirements. If you are agreeable to the above mentioned terms and conditions, please intimate your acceptance to us by returning a copy of this letter, duly signed by you, within seven days of receipt. In case no confirmation is received within the above-mentioned period the appointment letter shall be deemed to have been withdrawn.

Yours sincerely,

Amit Prakash

I have read all the terms and conditions of the offer and would like to confirm my acceptance

Signature of Applicant

**ICICI Bank Limited**  
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Mumbai 400 051, India.

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:5:

**Reference No. - 1384045378**

Pushpit Khare

**Annexure:**

**Remuneration:**

- Your Base Salary will be Rs. 84,000/- (Rupees Eighty Four Thousand only) per annum.
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**Supplementary Allowances:**

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- You will be eligible for HRA of Rs. 42,000/- (Rupees Forty Two Thousand only) per annum.
- The composition of supplementary allowance can be decided once in a year. The unexercised amount of the supplementary allowance will be paid to the employee subject to deduction of tax at source.

**Superannuation Allowances:**

- You will be eligible for a Superannuation Allowance of Rs. 12,600/- (Rupees Twelve Thousand Six Hundred only) per annum.

:6:

**Reference No. - 1384045378**

Pushpit Khare

**Benefits:**

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- Maternity leave benefits as defined under the Maternity Benefit (Amendment) Act, 2017 are offered to eligible women employees by the Bank. Details of all types of leaves including the Maternity leave benefits offered to employees and eligibility criteria for availing such benefits are notified by the Bank under "Employee Benefit Policies" available on the Bank's intranet which will be accessible upon joining the Bank.

Signature of Applicant

**JOINING FORMALITIES**

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The login credentials are provided below:

**URL:** <https://www.icicicareers.com/Careers/CP/CandidateLogin.aspx>

**Username:** Registered email id or Applicant id



**Password:** Which has been already communicated to you through registered email id. In case, you do not remember the password, please use “forgot password “option to generate a new password.

Following documents (xerox copies) are required to be uploaded:

- 1) Self-attested copies of educational certificates and marksheets (Xth/XIIth/ Graduation/ Post graduation)
- 2) Work Experience Document
  - a. Resignation accepted letter from current organization
  - b. Relieving letter from two previous employers or companies worked in last five years whichever is higher
- 3) Passport size Photograph (against Red background)
- 4) Address proof (Passport/Voter id/Ration card)
- 5) PAN Card

Please note that you are required to attend Induction program (I-Banker) on your date of joining. You shall be communicated about the date, time and venue for induction program (I-Banker) by your Recruitment Manager.

#### Remuneration Details

**Name :** Pushpit Khare

**Position:** Assistant Manager

**Group:** RETAIL BANKING GROUP

|                             | Assistant Manager |                 |
|-----------------------------|-------------------|-----------------|
|                             | Monthly           | Annual          |
| Basic                       | 7000              | 84,000          |
| HRA                         | 3,500             | 42,000          |
| Supplementary Allowance *   | 16,000            | 1,74,000        |
| Superannuation Allowance ** | 1050.00           | 12,600          |
|                             |                   |                 |
| <b>Total</b>                | <b>23,550</b>     | <b>2,82,600</b> |
|                             |                   |                 |





|                                                                                                                                                                            |               |                 |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|-----------------|
| Retirals                                                                                                                                                                   |               |                 |
| Retirals (PF, Gratuity) ***                                                                                                                                                | 2,383         | 28,596          |
|                                                                                                                                                                            |               |                 |
| <b>Total CTC</b>                                                                                                                                                           | <b>25,933</b> | <b>3,11,196</b> |
|                                                                                                                                                                            |               |                 |
| Performance Linked Retention Pay #                                                                                                                                         | 2,250         | 27,000          |
|                                                                                                                                                                            |               |                 |
| <b>Total (incl PLRP)</b>                                                                                                                                                   | <b>28196</b>  | <b>350196</b>   |
| * Supplementary allowance will include Conveyance / Travel allowance, LTA, Medical, Canteen and any other allowance                                                        |               |                 |
| *** You will be eligible for Retirement Benefits of the Bank; namely Provident Fund and Gratuity, in accordance with the statutory requirements and/or, as per Bank policy |               |                 |
| #Please note that there is no guaranteed performance linked retention pay, subject to however provisions of the payment of Bonus Act 1965, wherever applicable.            |               |                 |

**Date:** 05-Apr-2022

**ICICI Bank Limited**  
ICICI Bank Towers  
Bandra-Kurla Complex  
Mumbai 400 051, India.

Tel.: (91-22) 2653 1414  
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Near Chakli Circle,  
Old Padra Road,  
Vadodara 390 007, India.



PRIVATE AND CONFIDENTIAL

**Reference No. - 1384045353**

**Applicant ID - 4394124**

05-Apr-2022

RAHUL N C

Dear RAHUL N C,

We take great pleasure in extending an offer to you for being a part of ICICI Bank.

Please find enclosed the job offer letter. Kindly note, that the offer of appointment is subject to you having fulfilled the requirements of successful completion of the degree programme within the timeline- which is the basic requirement of your eligibility. In an event, where the laid out requirements are not met within the stipulated timeline, this offer shall be withdrawn, cancelled and stand revoked which please take a note of.

Please quote your reference number, which is appearing on the top of this letter for all future correspondence.

In case you have any queries please feel free to contact at the below mentioned details:

E-Mail Address : [icicicareers@icicibank.com](mailto:icicicareers@icicibank.com)

Telephone No. : 022-71872500

Yours sincerely,

ICICI Bank HR Team



PRIVATE AND CONFIDENTIAL

Reference No. - 1384045353

Applicant ID - 4394124

05-Apr-2022

RAHUL N C

Dear RAHUL N C,

We are pleased to make you an offer of appointment as Assistant Manager in ICICI Bank. You will be placed in CORPORATE EMP SOLUTIONS GROUP at BENGALURU - R T NAGAR\_BR.

Kindly note, that the offer of appointment is subject to you having fulfilled the requirements of successful completion of the degree programme within the timeline- which is the basic requirement of your eligibility. In an event, where the laid out requirements are not met within the stipulated timeline, this offer shall be withdrawn, cancelled and stand revoked which please take a note of.

The details of your remuneration and benefits are given in Annexure.

The following are the terms and conditions of the appointment.

Commencement/Term:

- You shall be required to join the Bank on or before 22-Apr-2022.
- You will be on probation for a period of one year or such extended period as may be decided by the Bank based on your performance during the probation period.
- On satisfactory completion of your probation period, including that of extended period, if any, you will be confirmed in the services of the Bank in writing.

Other Terms and Conditions of Service:

**a) Professional Ethics & Confidentiality:** While you are in the services of the Bank, you are not permitted to carry on any business or profession or enter, for any part of your time, in any capacity, the services of, or be employed by or engaged with any other firm, company or person. You will devote your whole time and attention to your office work to promote the interest of the Bank. You will not divulge details like your compensation structure (CTC), performance rating, performance bonus amount, increment, etc. and will not divulge to any person or utilize any of the Bank's secrets or other related information (which you may possess by reason of your association with the Bank) with any external agencies, press etc. outside the Bank. Any act in breach of this term would entail initiation of appropriate action as deemed fit by the Bank.

**ICICI Bank Limited**  
ICICI Bank Towers  
Bandra-Kurla Complex  
Mumbai 400 051, India.

Tel.: (91-22) 2653 1414  
Fax: (91-22) 2653 1122  
Website [www.icicibank.com](http://www.icicibank.com)  
CIN.: L65190GJ1994PLC021012

Regd. Office : ICICI Bank Tower,  
Near Chakli Circle,  
Old Padra Road,  
Vadodara 390 007, India.

- b) **IT Security Practice & Procedures:** While you are in the services of the Bank, you will adhere to the IT Security Practice & Procedures as prescribed by ICICI Bank. Any instance/s of violation or any attempted violation of the aforesaid IT Security Practices and Procedures on your part shall result in disciplinary action.

:2:

**Reference No. - 1384045353**

- RAHUL N C
- **Notice Period:** In case you decide to leave the Bank's services during probation period or after confirmation, you will be required to give thirty days' notice. The Bank in its sole discretion can decide to waive off/reduce the notice period depending upon the exigencies. In such case, you would be required to pay to the Bank the gross salary for the notice period so reduced/waived off.

After confirmation, your services would be liable to be terminated by the Bank, by giving thirty days' notice or on payment of thirty days' gross salary in lieu of the notice period.

- **Transfer:** The Bank shall have the right to transfer/depute you to any of its offices or ICICI group companies in India and abroad.
- **Joining Competitor:** In the event of termination of your services by the Bank or your resignation from the services of the Bank, you shall not join any Banking or Financial Services Company for a period of six months from the date of resignation/termination.
- Please note that during the course of your services with the Bank or in the event of cessation of your services in future, due to any reason whatsoever, you shall, for a period of six months from the date of such cessation, directly or indirectly, either on your own accord or on behalf or in conjunction with any other person/s, firm or company refrain/desist from canvassing or soliciting or attempting to or inducing any employee(s)/business associate(s) to leave their current employment with the Bank/Group Companies/Business Partners to join the services of your new employer/firm/company or any other competitor of the Bank/Group Companies/Business Partners. Any act in contravention of the above provision shall entail initiation of appropriate action as deemed fit by the Bank.
- Please note that during the course of your services with the Bank you cannot be a member of any anti-social/national outfits or of any outfit which is declared as banned by the Government. Any act in breach of this term would entail initiation of appropriate action as deemed fit by the Bank.

:3:

**Reference No. - 1384045353**

**RAHUL N C**

- Please note that while joining the services of the Bank and during the course of your services with the Bank, you would be required to notify the Bank immediately with details of civil or criminal case/s instituted against you in any Court of Law or any complaint/show cause notice /prosecution with/by any Police Station or by any statutory authority, as also you will notify any outcome of such complaint like filing of Chargesheet /Arrest/Conviction/Acquittal/Discharge. Any act in breach of this term would entail initiation of appropriate action as deemed fit by the Bank.
- The Bank expects resolution of issue/s relating to your employment, if any, within the framework internally, at all times during your service period and even after cessation of service due to any reason whatsoever. As such please note that any attempt to bring any outside influence - directly or indirectly - upon any authority to further your interest/s in respect of matters pertaining to your services with the Bank would amount to breach of employment contract leading to initiation of appropriate action.
- Please note that during the course of your services with the Bank, you will not take part in any demonstration/agitation against the Bank and its official/s for or on behalf of any external bodies/political outfits- either as a member or as a sympathizer. Any act in contravention of the above would be treated as prejudicial to the interest and reputation of the Bank leading to initiation of appropriate action.
- **Termination of Employment:** Your services with the Bank are liable to be terminated:
- Without assigning any reason and without giving any notice during probation period and after confirmation by giving thirty days' notice or on payment of thirty days' gross salary in lieu of the notice period and at any time during your services with the Bank in the event of
  - a) Any breach of the conditions mentioned in this letter on your part
  - b) You not successfully completing the degree programme within the stipulated timeline during the current academic year and non-submission of your certificate and mark sheet within 3 months of result announcement
  - c) Any incorrect information furnished by you like:
    - Mismatch in your previous employment data even for a day
    - Mismatch in your previous pay slip
    - Fake qualification certificates etc; and
  - d) Suppression of any material information by you.
  - e) Any breach of the Rules and Regulations of the Bank as applicable/may be made applicable to you from time to time.

**Reference No. - 1384045353**

RAHUL N C

**□ General:**

- Your appointment and continuation in employment are subject to reference checks, successful completion of your course during the current academic year and submission of your certificate and mark sheet within 3 months of joining.
- You will be bound by the Rules and Regulations of the Bank.
- You will keep us informed of any change in your residential address.
- Your acceptance is taken as your understanding that the role in ICICI Bank may involve sales. You may be required to travel extensively as per the requirement of your job/role or as may be needed for the exigencies of the Bank. Also, that you further understand that your services in the Bank are transferrable in any location and profile including sales, across geographies as per organization requirements. If you are agreeable to the above mentioned terms and conditions, please intimate your acceptance to us by returning a copy of this letter, duly signed by you, within seven days of receipt. In case no confirmation is received within the above-mentioned period the appointment letter shall be deemed to have been withdrawn.

Yours sincerely,

Amit Prakash

I have read all the terms and conditions of the offer and would like to confirm my acceptance

Signature of Applicant

:5:

**Reference No. - 1384045353**

**RAHUL N C**

**Annexure:**

**Remuneration:**

- Your Base Salary will be Rs. 84,000/- (Rupees Eighty Four Thousand only) per annum.
- You will be eligible for the Performance Linked Retention Pay, as per the policy of the Bank. Please note that there is no guaranteed performance bonus, subject to however provisions of the Payment of Bonus Act 1965, wherever applicable. The performance linked Retention pay would be payable to an employee only if the employee on the day of payout is on the rolls of the bank and he/she has not resigned and / or is serving notice period.

**Supplementary Allowances:**

- You will be eligible for a Supplementary Allowance of Rs. 1,44,000/- (Rupees One Lakh Forty Four Thousand only) per annum. Supplementary allowance will include –Conveyance / Travel Allowance, LTA, Medical Reimbursement, Canteen and any other allowance. All the components of supplementary allowance are subject to limits and rules prescribed by Income tax act and policies of the bank.
- You will be eligible for HRA of Rs. 42,000/- (Rupees Forty Two Thousand only) per annum.
- The composition of supplementary allowance can be decided once in a year. The unexercised amount of the supplementary allowance will be paid to the employee subject to deduction of tax at source.

**Superannuation Allowances:**

- You will be eligible for a Superannuation Allowance of Rs. 12,600/- (Rupees Twelve Thousand Six Hundred only) per annum.

:6:

**Reference No. - 1384045353**

**RAHUL N C**

**Benefits:**

- Comprehensive Mediclaim Coverage for you and your immediate family up to Rs.400,000/- (Rupees Four Lakh only) per annum. Your immediate family includes yourself, your spouse and dependent children. You will also be eligible for Retirement Benefits of the Bank; namely Provident Fund and Gratuity, in accordance with the statutory requirements and/or, as per Bank policy.
- The salary and perquisites including supplementary allowance are subject to limits and rules prescribed by the Income Tax Act / Rules and policies of the Company.
- Maternity leave benefits as defined under the Maternity Benefit (Amendment) Act, 2017 are offered to eligible women employees by the Bank. Details of all types of leaves including the Maternity leave benefits offered to employees and eligibility criteria for availing such benefits are notified by the Bank under "Employee Benefit Policies" available on the Bank's intranet which will be accessible upon joining the Bank.

Signature of Applicant

**JOINING FORMALITIES**

The process to join the Bank is by way of completing the online joining formalities. You are required to complete the online joining formalities within 5 days from the date of accepting offer letter. Please note that completion of online joining formalities is a mandatory process.

The login credentials are provided below:

**URL:** <https://www.icicicareers.com/Careers/CP/CandidateLogin.aspx>

**Username:** Registered email id or Applicant id





**Password:** Which has been already communicated to you through registered email id. In case, you do not remember the password, please use “forgot password “option to generate a new password.

Following documents (xerox copies) are required to be uploaded:

- 1) Self-attested copies of educational certificates and marksheets (Xth/XIIth/ Graduation/ Post graduation)
- 2) Work Experience Document
  - a. Resignation accepted letter from current organization
  - b. Relieving letter from two previous employers or companies worked in last five years whichever is higher
- 3) Passport size Photograph (against Red background)
- 4) Address proof (Passport/Voter id/Ration card)
- 5) PAN Card

Please note that you are required to attend Induction program (I-Banker) on your date of joining. You shall be communicated about the date, time and venue for induction program (I-Banker) by your Recruitment Manager.

#### Remuneration Details

**Name :** RAHUL N C

**Position:** Assistant Manager

**Group:** RETAIL BANKING GROUP

|                             | Assistant Manager |                 |
|-----------------------------|-------------------|-----------------|
|                             | Monthly           | Annual          |
| Basic                       | 7000              | 84,000          |
| HRA                         | 3,500             | 42,000          |
| Supplementary Allowance *   | 16,000            | 1,74,000        |
| Superannuation Allowance ** | 1050.00           | 12,600          |
|                             |                   |                 |
| <b>Total</b>                | <b>23,550</b>     | <b>2,82,600</b> |
|                             |                   |                 |

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|                                                                                                                                                                            |               |                 |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|-----------------|
| Retirals                                                                                                                                                                   |               |                 |
| Retirals (PF, Gratuity) ***                                                                                                                                                | 2,383         | 28,596          |
|                                                                                                                                                                            |               |                 |
| <b>Total CTC</b>                                                                                                                                                           | <b>25,933</b> | <b>3,11,196</b> |
|                                                                                                                                                                            |               |                 |
| Performance Linked Retention Pay #                                                                                                                                         | 2,250         | 27,000          |
|                                                                                                                                                                            |               |                 |
| <b>Total (incl PLRP)</b>                                                                                                                                                   | <b>32196</b>  | <b>383196</b>   |
| * Supplementary allowance will include Conveyance / Travel allowance, LTA, Medical, Canteen and any other allowance                                                        |               |                 |
| *** You will be eligible for Retirement Benefits of the Bank; namely Provident Fund and Gratuity, in accordance with the statutory requirements and/or, as per Bank policy |               |                 |
| #Please note that there is no guaranteed performance linked retention pay, subject to however provisions of the payment of Bonus Act 1965, wherever applicable.            |               |                 |

**Date:** 05-Apr-2022

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PRIVATE AND CONFIDENTIAL

**Reference No. - 1384045356**

**Applicant ID - 4394127**

05-Apr-2022

Ranjana R

Dear Ranjana R,

We take great pleasure in extending an offer to you for being a part of ICICI Bank.

Please find enclosed the job offer letter. Kindly note, that the offer of appointment is subject to you having fulfilled the requirements of successful completion of the degree programme within the timeline- which is the basic requirement of your eligibility. In an event, where the laid out requirements are not met within the stipulated timeline, this offer shall be withdrawn, cancelled and stand revoked which please take a note of.

Please quote your reference number, which is appearing on the top of this letter for all future correspondence.

In case you have any queries please feel free to contact at the below mentioned details:

E-Mail Address : [icicicareers@icicibank.com](mailto:icicicareers@icicibank.com)

Telephone No. : 022-71872500

Yours sincerely,

ICICI Bank HR Team

PRIVATE AND CONFIDENTIAL

**Reference No. - 1384045356**

**Applicant ID - 4394127**

05-Apr-2022

Ranjana R

Dear Ranjana R,

We are pleased to make you an offer of appointment as Assistant Manager in ICICI Bank. You will be placed in CORPORATE EMP SOLUTIONS GROUP at BENGALURU - R T NAGAR\_BR.

Kindly note, that the offer of appointment is subject to you having fulfilled the requirements of successful completion of the degree programme within the timeline- which is the basic requirement of your eligibility. In an event, where the laid out requirements are not met within the stipulated timeline, this offer shall be withdrawn, cancelled and stand revoked which please take a note of.

The details of your remuneration and benefits are given in Annexure.

The following are the terms and conditions of the appointment.

**Commencement/Term:**

- You shall be required to join the Bank on or before 22-Apr-2022.
- You will be on probation for a period of one year or such extended period as may be decided by the Bank based on your performance during the probation period.
- On satisfactory completion of your probation period, including that of extended period, if any, you will be confirmed in the services of the Bank in writing.

**Other Terms and Conditions of Service:**

**a) Professional Ethics & Confidentiality:** While you are in the services of the Bank, you are not permitted to carry on any business or profession or enter, for any part of your time, in any capacity, the services of, or be employed by or engaged with any other firm, company or person. You will devote your whole time and attention to your office work to promote the interest of the Bank. You will not divulge details like your compensation structure (CTC), performance rating, performance bonus amount, increment, etc. and will not divulge to any person or utilize any of the Bank's secrets or other related information (which you may possess by reason of your association with the Bank) with any external agencies, press etc. outside the Bank. Any act in breach of this term would entail initiation of appropriate action as deemed fit by the Bank.

- b) **IT Security Practice & Procedures:** While you are in the services of the Bank, you will adhere to the IT Security Practice & Procedures as prescribed by ICICI Bank. Any instance/s of violation or any attempted violation of the aforesaid IT Security Practices and Procedures on your part shall result in disciplinary action.

:2:

**Reference No. - 1384045356**

- Ranjana R
- **Notice Period:** In case you decide to leave the Bank's services during probation period or after confirmation, you will be required to give thirty days' notice. The Bank in its sole discretion can decide to waive off/reduce the notice period depending upon the exigencies. In such case, you would be required to pay to the Bank the gross salary for the notice period so reduced/waived off.

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- **Joining Competitor:** In the event of termination of your services by the Bank or your resignation from the services of the Bank, you shall not join any Banking or Financial Services Company for a period of six months from the date of resignation/termination.
- Please note that during the course of your services with the Bank or in the event of cessation of your services in future, due to any reason whatsoever, you shall, for a period of six months from the date of such cessation, directly or indirectly, either on your own accord or on behalf or in conjunction with any other person/s, firm or company refrain/desist from canvassing or soliciting or attempting to or inducing any employee(s)/business associate(s) to leave their current employment with the Bank/Group Companies/Business Partners to join the services of your new employer/firm/company or any other competitor of the Bank/Group Companies/Business Partners. Any act in contravention of the above provision shall entail initiation of appropriate action as deemed fit by the Bank.
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:3:

**Reference No. - 1384045356**

Ranjana R

- Please note that while joining the services of the Bank and during the course of your services with the Bank, you would be required to notify the Bank immediately with details of civil or criminal case/s instituted against you in any Court of Law or any complaint/show cause notice /prosecution with/by any Police Station or by any statutory authority, as also you will notify any outcome of such complaint like filing of Chargesheet /Arrest/Conviction/Acquittal/Discharge. Any act in breach of this term would entail initiation of appropriate action as deemed fit by the Bank.
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  - a) Any breach of the conditions mentioned in this letter on your part
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    - Fake qualification certificates etc; and
  - d) Suppression of any material information by you.
  - e) Any breach of the Rules and Regulations of the Bank as applicable/may be made applicable to you from time to time.

:4

**Reference No. - 1384045356**

Ranjana R

**□ General:**

- Your appointment and continuation in employment are subject to reference checks, successful completion of your course during the current academic year and submission of your certificate and mark sheet within 3 months of joining.
- You will be bound by the Rules and Regulations of the Bank.
- You will keep us informed of any change in your residential address.
- Your acceptance is taken as your understanding that the role in ICICI Bank may involve sales. You may be required to travel extensively as per the requirement of your job/role or as may be needed for the exigencies of the Bank. Also, that you further understand that your services in the Bank are transferrable in any location and profile including sales, across geographies as per organization requirements. If you are agreeable to the above mentioned terms and conditions, please intimate your acceptance to us by returning a copy of this letter, duly signed by you, within seven days of receipt. In case no confirmation is received within the above-mentioned period the appointment letter shall be deemed to have been withdrawn.

Yours sincerely,

Amit Prakash

I have read all the terms and conditions of the offer and would like to confirm my acceptance

Signature of Applicant

**ICICI Bank Limited**  
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:5:

**Reference No. - 1384045356**

Ranjana R

**Annexure:**

**Remuneration:**

- Your Base Salary will be Rs. 84,000/- (Rupees Eighty Four Thousand only) per annum.
- You will eligible for the Performance Linked Retention Pay, as per the policy of the Bank. Please note that there is no guaranteed performance bonus, subject to however provisions of the Payment of Bonus Act 1965, wherever applicable. The performance linked Retention pay would be payable to an employee only if the employee on the day of payout is on the rolls of the bank and he/she has not resigned and / or is serving notice period.

**Supplementary Allowances:**

- You will be eligible for a Supplementary Allowance of Rs. 1,44,000/- (Rupees One Lakh Forty Four Thousand only) per annum. Supplementary allowance will include –Conveyance / Travel Allowance, LTA, Medical Reimbursement, Canteen and any other allowance. All the components of supplementary allowance are subject to limits and rules prescribed by Income tax act and policies of the bank.
- You will be eligible for HRA of Rs. 42,000/- (Rupees Forty Two Thousand only) per annum.
- The composition of supplementary allowance can be decided once in a year. The unexercised amount of the supplementary allowance will be paid to the employee subject to deduction of tax at source.

**Superannuation Allowances:**

- You will be eligible for a Superannuation Allowance of Rs. 12,600/- (Rupees Twelve Thousand Six Hundred only) per annum.

:6:



**Reference No. - 1384045356**

Ranjana R

**Benefits:**

- Comprehensive Mediclaim Coverage for you and your immediate family up to Rs.400,000/- (Rupees Four Lakh only) per annum. Your immediate family includes yourself, your spouse and dependent children. You will also be eligible for Retirement Benefits of the Bank; namely Provident Fund and Gratuity, in accordance with the statutory requirements and/or, as per Bank policy.
- The salary and perquisites including supplementary allowance are subject to limits and rules prescribed by the Income Tax Act / Rules and policies of the Company.
- Maternity leave benefits as defined under the Maternity Benefit (Amendment) Act, 2017 are offered to eligible women employees by the Bank. Details of all types of leaves including the Maternity leave benefits offered to employees and eligibility criteria for availing such benefits are notified by the Bank under "Employee Benefit Policies" available on the Bank's intranet which will be accessible upon joining the Bank.

Signature of Applicant

**JOINING FORMALITIES**

The process to join the Bank is by way of completing the online joining formalities. You are required to complete the online joining formalities within 5 days from the date of accepting offer letter. Please note that completion of online joining formalities is a mandatory process.

The login credentials are provided below:

**URL:** <https://www.icicicareers.com/Careers/CP/CandidateLogin.aspx>

**Username:** Registered email id or Applicant id

**Password:** Which has been already communicated to you through registered email id. In case, you do not remember the password, please use “forgot password “option to generate a new password.

Following documents (xerox copies) are required to be uploaded:

- 1) Self-attested copies of educational certificates and marksheets (Xth/XIIth/ Graduation/ Post graduation)
- 2) Work Experience Document
  - a. Resignation accepted letter from current organization
  - b. Relieving letter from two previous employers or companies worked in last five years whichever is higher
- 3) Passport size Photograph (against Red background)
- 4) Address proof (Passport/Voter id/Ration card)
- 5) PAN Card

Please note that you are required to attend Induction program (I-Banker) on your date of joining. You shall be communicated about the date, time and venue for induction program (I-Banker) by your Recruitment Manager.

#### Remuneration Details

**Name :** Ranjana R

**Position:** Assistant Manager

**Group:** RETAIL BANKING GROUP

|                             | Assistant Manager |                 |
|-----------------------------|-------------------|-----------------|
|                             | Monthly           | Annual          |
| Basic                       | 7000              | 84,000          |
| HRA                         | 3,500             | 42,000          |
| Supplementary Allowance *   | 16,000            | 1,74,000        |
| Superannuation Allowance ** | 1050.00           | 12,600          |
|                             |                   |                 |
| <b>Total</b>                | <b>23,550</b>     | <b>2,82,600</b> |
|                             |                   |                 |



|                                                                                                                                                                            |               |                 |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|-----------------|
| Retirals                                                                                                                                                                   |               |                 |
| Retirals (PF, Gratuity) ***                                                                                                                                                | 2,383         | 28,596          |
|                                                                                                                                                                            |               |                 |
| <b>Total CTC</b>                                                                                                                                                           | <b>25,933</b> | <b>3,11,196</b> |
|                                                                                                                                                                            |               |                 |
| Performance Linked Retention Pay #                                                                                                                                         | 2,250         | 27,000          |
|                                                                                                                                                                            |               |                 |
| <b>Total (incl PLRP)</b>                                                                                                                                                   | <b>28196</b>  | <b>350196</b>   |
| * Supplementary allowance will include Conveyance / Travel allowance, LTA, Medical, Canteen and any other allowance                                                        |               |                 |
| *** You will be eligible for Retirement Benefits of the Bank; namely Provident Fund and Gratuity, in accordance with the statutory requirements and/or, as per Bank policy |               |                 |
| #Please note that there is no guaranteed performance linked retention pay, subject to however provisions of the payment of Bonus Act 1965, wherever applicable.            |               |                 |

**Date:** 05-Apr-2022

**ICICI Bank Limited**  
 ICICI Bank Towers  
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 Vadodara 390 007, India.



PRIVATE AND CONFIDENTIAL

**Reference No. - 1384045377**

**Applicant ID - 4394148**

05-Apr-2022

Sagar

Dear Sagar,

We take great pleasure in extending an offer to you for being a part of ICICI Bank.

Please find enclosed the job offer letter. Kindly note, that the offer of appointment is subject to you having fulfilled the requirements of successful completion of the degree programme within the timeline- which is the basic requirement of your eligibility. In an event, where the laid out requirements are not met within the stipulated timeline, this offer shall be withdrawn, cancelled and stand revoked which please take a note of.

Please quote your reference number, which is appearing on the top of this letter for all future correspondence.

In case you have any queries please feel free to contact at the below mentioned details:

E-Mail Address : [icicicareers@icicibank.com](mailto:icicicareers@icicibank.com)

Telephone No. : 022-71872500

Yours sincerely,

ICICI Bank HR Team

PRIVATE AND CONFIDENTIAL

**Reference No. - 1384045377**

**Applicant ID - 4394148**

05-Apr-2022

Sagar

Dear Sagar,

We are pleased to make you an offer of appointment as Assistant Manager in ICICI Bank. You will be placed in CORPORATE EMP SOLUTIONS GROUP at BENGALURU - R T NAGAR\_BR.

Kindly note, that the offer of appointment is subject to you having fulfilled the requirements of successful completion of the degree programme within the timeline- which is the basic requirement of your eligibility. In an event, where the laid out requirements are not met within the stipulated timeline, this offer shall be withdrawn, cancelled and stand revoked which please take a note of.

The details of your remuneration and benefits are given in Annexure.

The following are the terms and conditions of the appointment.

**Commencement/Term:**

- You shall be required to join the Bank on or before 22-Apr-2022.
- You will be on probation for a period of one year or such extended period as may be decided by the Bank based on your performance during the probation period.
- On satisfactory completion of your probation period, including that of extended period, if any, you will be confirmed in the services of the Bank in writing.

**Other Terms and Conditions of Service:**

**a) Professional Ethics & Confidentiality:** While you are in the services of the Bank, you are not permitted to carry on any business or profession or enter, for any part of your time, in any capacity, the services of, or be employed by or engaged with any other firm, company or person. You will devote your whole time and attention to your office work to promote the interest of the Bank. You will not divulge details like your compensation structure (CTC), performance rating, performance bonus amount, increment, etc. and will not divulge to any person or utilize any of the Bank's secrets or other related information (which you may possess by reason of your association with the Bank) with any external agencies, press etc. outside the Bank. Any act in breach of this term would entail initiation of appropriate action as deemed fit by the Bank.

- b) **IT Security Practice & Procedures:** While you are in the services of the Bank, you will adhere to the IT Security Practice & Procedures as prescribed by ICICI Bank. Any instance/s of violation or any attempted violation of the aforesaid IT Security Practices and Procedures on your part shall result in disciplinary action.

:2:

**Reference No. - 1384045377**

- Sagar
- **Notice Period:** In case you decide to leave the Bank's services during probation period or after confirmation, you will be required to give thirty days' notice. The Bank in its sole discretion can decide to waive off/reduce the notice period depending upon the exigencies. In such case, you would be required to pay to the Bank the gross salary for the notice period so reduced/waived off.

After confirmation, your services would be liable to be terminated by the Bank, by giving thirty days' notice or on payment of thirty days' gross salary in lieu of the notice period.

- **Transfer:** The Bank shall have the right to transfer/depute you to any of its offices or ICICI group companies in India and abroad.
- **Joining Competitor:** In the event of termination of your services by the Bank or your resignation from the services of the Bank, you shall not join any Banking or Financial Services Company for a period of six months from the date of resignation/termination.
- Please note that during the course of your services with the Bank or in the event of cessation of your services in future, due to any reason whatsoever, you shall, for a period of six months from the date of such cessation, directly or indirectly, either on your own accord or on behalf or in conjunction with any other person/s, firm or company refrain/desist from canvassing or soliciting or attempting to or inducing any employee(s)/business associate(s) to leave their current employment with the Bank/Group Companies/Business Partners to join the services of your new employer/firm/company or any other competitor of the Bank/Group Companies/Business Partners. Any act in contravention of the above provision shall entail initiation of appropriate action as deemed fit by the Bank.
- Please note that during the course of your services with the Bank you cannot be a member of any anti-social/national outfits or of any outfit which is declared as banned by the Government. Any act in breach of this term would entail initiation of appropriate action as deemed fit by the Bank.

:3:

**Reference No. - 1384045377**

Sagar

- Please note that while joining the services of the Bank and during the course of your services with the Bank, you would be required to notify the Bank immediately with details of civil or criminal case/s instituted against you in any Court of Law or any complaint/show cause notice /prosecution with/by any Police Station or by any statutory authority, as also you will notify any outcome of such complaint like filing of Chargesheet /Arrest/Conviction/Acquittal/Discharge. Any act in breach of this term would entail initiation of appropriate action as deemed fit by the Bank.
- The Bank expects resolution of issue/s relating to your employment, if any, within the framework internally, at all times during your service period and even after cessation of service due to any reason whatsoever. As such please note that any attempt to bring any outside influence - directly or indirectly - upon any authority to further your interest/s in respect of matters pertaining to your services with the Bank would amount to breach of employment contract leading to initiation of appropriate action.
- Please note that during the course of your services with the Bank, you will not take part in any demonstration/agitation against the Bank and its official/s for or on behalf of any external bodies/political outfits- either as a member or as a sympathizer. Any act in contravention of the above would be treated as prejudicial to the interest and reputation of the Bank leading to initiation of appropriate action.
- **Termination of Employment:** Your services with the Bank are liable to be terminated:
- Without assigning any reason and without giving any notice during probation period and after confirmation by giving thirty days' notice or on payment of thirty days' gross salary in lieu of the notice period and at any time during your services with the Bank in the event of
  - a) Any breach of the conditions mentioned in this letter on your part
  - b) You not successfully completing the degree programme within the stipulated timeline during the current academic year and non-submission of your certificate and mark sheet within 3 months of result announcement
  - c) Any incorrect information furnished by you like:
    - Mismatch in your previous employment data even for a day
    - Mismatch in your previous pay slip
    - Fake qualification certificates etc; and
  - d) Suppression of any material information by you.
  - e) Any breach of the Rules and Regulations of the Bank as applicable/may be made applicable to you from time to time.

:4

**Reference No. - 1384045377**

Sagar

**□ General:**

- Your appointment and continuation in employment are subject to reference checks, successful completion of your course during the current academic year and submission of your certificate and mark sheet within 3 months of joining.
- You will be bound by the Rules and Regulations of the Bank.
- You will keep us informed of any change in your residential address.
- Your acceptance is taken as your understanding that the role in ICICI Bank may involve sales. You may be required to travel extensively as per the requirement of your job/role or as may be needed for the exigencies of the Bank. Also, that you further understand that your services in the Bank are transferrable in any location and profile including sales, across geographies as per organization requirements. If you are agreeable to the above mentioned terms and conditions, please intimate your acceptance to us by returning a copy of this letter, duly signed by you, within seven days of receipt. In case no confirmation is received within the above-mentioned period the appointment letter shall be deemed to have been withdrawn.

Yours sincerely,

Amit Prakash

I have read all the terms and conditions of the offer and would like to confirm my acceptance

Signature of Applicant

**ICICI Bank Limited**  
ICICI Bank Towers  
Bandra-Kurla Complex  
Mumbai 400 051, India.

Tel.: (91-22) 2653 1414  
Fax: (91-22) 2653 1122  
Website [www.icicibank.com](http://www.icicibank.com)  
CIN.: L65190GJ1994PLC021012

Regd. Office : ICICI Bank Tower,  
Near Chakli Circle,  
Old Padra Road,  
Vadodara 390 007, India.



:5:

**Reference No. - 1384045377 Sagar**

**Annexure:**

**Remuneration:**

- Your Base Salary will be Rs. 84,000/- (Rupees Eighty Four Thousand only) per annum.
- You will eligible for the Performance Linked Retention Pay, as per the policy of the Bank. Please note that there is no guaranteed performance bonus, subject to however provisions of the Payment of Bonus Act 1965, wherever applicable. The performance linked Retention pay would be payable to an employee only if the employee on the day of payout is on the rolls of the bank and he/she has not resigned and / or is serving notice period.

**Supplementary Allowances:**

- You will be eligible for a Supplementary Allowance of Rs. 1,44,000/- (Rupees One Lakh Forty Four Thousand only) per annum. Supplementary allowance will include –Conveyance / Travel Allowance, LTA, Medical Reimbursement, Canteen and any other allowance. All the components of supplementary allowance are subject to limits and rules prescribed by Income tax act and policies of the bank.
- You will be eligible for HRA of Rs. 42,000/- (Rupees Forty Two Thousand only) per annum.
- The composition of supplementary allowance can be decided once in a year. The unexercised amount of the supplementary allowance will be paid to the employee subject to deduction of tax at source.

**Superannuation Allowances:**

- You will be eligible for a Superannuation Allowance of Rs. 12,600/- (Rupees Twelve Thousand Six Hundred only) per annum.

:6:

**Reference No. - 1384045377 Sagar**

**Benefits:**

**ICICI Bank Limited**  
ICICI Bank Towers  
Bandra-Kurla Complex  
Mumbai 400 051, India.

Tel.: (91-22) 2653 1414  
Fax: (91-22) 2653 1122  
Website [www.icicibank.com](http://www.icicibank.com)  
CIN.: L65190GJ1994PLC021012

Regd. Office : ICICI Bank Tower,  
Near Chakli Circle,  
Old Padra Road,  
Vadodara 390 007, India.

- Comprehensive Mediclaim Coverage for you and your immediate family up to Rs.400,000/- (Rupees Four Lakh only) per annum. Your immediate family includes yourself, your spouse and dependent children. You will also be eligible for Retirement Benefits of the Bank; namely Provident Fund and Gratuity, in accordance with the statutory requirements and/or, as per Bank policy.
- The salary and perquisites including supplementary allowance are subject to limits and rules prescribed by the Income Tax Act / Rules and policies of the Company.
- Maternity leave benefits as defined under the Maternity Benefit (Amendment) Act, 2017 are offered to eligible women employees by the Bank. Details of all types of leaves including the Maternity leave benefits offered to employees and eligibility criteria for availing such benefits are notified by the Bank under “Employee Benefit Policies” available on the Bank’s intranet which will be accessible upon joining the Bank.

Signature of Applicant

### **JOINING FORMALITIES**

The process to join the Bank is by way of completing the online joining formalities. You are required to complete the online joining formalities within 5 days from the date of accepting offer letter. Please note that completion of online joining formalities is a mandatory process.

The login credentials are provided below:

**URL:** <https://www.icicicareers.com/Careers/CP/CandidateLogin.aspx>

**Username:** Registered email id or Applicant id

**Password:** Which has been already communicated to you through registered email id. In case, you do not remember the password, please use “forgot password” option to generate a new password.

Following documents (xerox copies) are required to be uploaded:

**ICICI Bank Limited**  
ICICI Bank Towers  
Bandra-Kurla Complex  
Mumbai 400 051, India.

Tel.: (91-22) 2653 1414  
Fax: (91-22) 2653 1122  
Website [www.icicibank.com](http://www.icicibank.com)  
CIN.: L65190GJ1994PLC021012

Regd. Office : ICICI Bank Tower,  
Near Chakli Circle,  
Old Padra Road,  
Vadodara 390 007, India.



- 1) Self-attested copies of educational certificates and marksheets (Xth/XIIth/ Graduation/ Post graduation)
- 2) Work Experience Document
  - a. Resignation accepted letter from current organization
  - b. Relieving letter from two previous employers or companies worked in last five years whichever is higher
- 3) Passport size Photograph (against Red background)
- 4) Address proof (Passport/Voter id/Ration card)
- 5) PAN Card

Please note that you are required to attend Induction program (I-Banker) on your date of joining. You shall be communicated about the date, time and venue for induction program (I-Banker) by your Recruitment Manager.

#### Remuneration Details

**Name :** Sagar

**Position:** Assistant Manager

**Group:** RETAIL BANKING GROUP

|                             | Assistant Manager |                 |
|-----------------------------|-------------------|-----------------|
|                             | Monthly           | Annual          |
| Basic                       | 7000              | 84,000          |
| HRA                         | 3,500             | 42,000          |
| Supplementary Allowance *   | 16,000            | 1,74,000        |
| Superannuation Allowance ** | 1050.00           | 12,600          |
|                             |                   |                 |
| <b>Total</b>                | <b>23,550</b>     | <b>2,82,600</b> |
|                             |                   |                 |
| Retirals                    |                   |                 |
| Retirals (PF, Gratuity) *** | 2,383             | 28,596          |
|                             |                   |                 |
| <b>Total CTC</b>            | <b>25,933</b>     | <b>3,11,196</b> |
|                             |                   |                 |

**ICICI Bank Limited**  
ICICI Bank Towers  
Bandra-Kurla Complex  
Mumbai 400 051, India.

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Vadodara 390 007, India.



|                                                                                                                                                                            |              |               |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|---------------|
| Performance Linked Retention Pay #                                                                                                                                         | 2,250        | 27,000        |
|                                                                                                                                                                            |              |               |
| <b>Total (incl PLRP)</b>                                                                                                                                                   | <b>28196</b> | <b>350196</b> |
| * Supplementary allowance will include Conveyance / Travel allowance, LTA, Medical, Canteen and any other allowance                                                        |              |               |
| *** You will be eligible for Retirement Benefits of the Bank; namely Provident Fund and Gratuity, in accordance with the statutory requirements and/or, as per Bank policy |              |               |
| #Please note that there is no guaranteed performance linked retention pay, subject to however provisions of the payment of Bonus Act 1965, wherever applicable.            |              |               |

**Date:** 05-Apr-2022

**ICICI Bank Limited**  
ICICI Bank Towers  
Bandra-Kurla Complex  
Mumbai 400 051, India.

Tel.: (91-22) 2653 1414  
Fax: (91-22) 2653 1122  
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Regd. Office : ICICI Bank Tower,  
Near Chakli Circle,  
Old Padra Road,  
Vadodara 390 007, India.



PRIVATE AND CONFIDENTIAL

**Reference No. - 1384045374**

**Applicant ID - 4394145**

05-Apr-2022

Saiesh R

Dear Saiesh R,

We take great pleasure in extending an offer to you for being a part of ICICI Bank.

Please find enclosed the job offer letter. Kindly note, that the offer of appointment is subject to you having fulfilled the requirements of successful completion of the degree programme within the timeline- which is the basic requirement of your eligibility. In an event, where the laid out requirements are not met within the stipulated timeline, this offer shall be withdrawn, cancelled and stand revoked which please take a note of.

Please quote your reference number, which is appearing on the top of this letter for all future correspondence.

In case you have any queries please feel free to contact at the below mentioned details:

E-Mail Address : [icicicareers@icicibank.com](mailto:icicicareers@icicibank.com)

Telephone No. : 022-71872500

Yours sincerely,

ICICI Bank HR Team

**ICICI Bank Limited**  
ICICI Bank Towers  
Bandra-Kurla Complex  
Mumbai 400 051, India.

Tel.: (91-22) 2653 1414  
Fax: (91-22) 2653 1122  
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Regd. Office : ICICI Bank Tower,  
Near Chakli Circle,  
Old Padra Road,  
Vadodara 390 007, India.

PRIVATE AND CONFIDENTIAL

**Reference No. - 1384045374**

**Applicant ID - 4394145**

05-Apr-2022

Saiesh R

Dear Saiesh R,

We are pleased to make you an offer of appointment as Assistant Manager in ICICI Bank. You will be placed in CORPORATE EMP SOLUTIONS GROUP at BENGALURU - R T NAGAR\_BR.

Kindly note, that the offer of appointment is subject to you having fulfilled the requirements of successful completion of the degree programme within the timeline- which is the basic requirement of your eligibility. In an event, where the laid out requirements are not met within the stipulated timeline, this offer shall be withdrawn, cancelled and stand revoked which please take a note of.

The details of your remuneration and benefits are given in Annexure.

The following are the terms and conditions of the appointment.

**Commencement/Term:**

- You shall be required to join the Bank on or before 22-Apr-2022.
- You will be on probation for a period of one year or such extended period as may be decided by the Bank based on your performance during the probation period.
- On satisfactory completion of your probation period, including that of extended period, if any, you will be confirmed in the services of the Bank in writing.

**Other Terms and Conditions of Service:**

**a) Professional Ethics & Confidentiality:** While you are in the services of the Bank, you are not permitted to carry on any business or profession or enter, for any part of your time, in any capacity, the services of, or be employed by or engaged with any other firm, company or person. You will devote your whole time and attention to your office work to promote the interest of the Bank. You will not divulge details like your compensation structure (CTC), performance rating, performance bonus amount, increment, etc. and will not divulge to any person or utilize any of the Bank's secrets or other related information (which you may possess by reason of your association with the Bank) with any external agencies, press etc. outside the Bank. Any act in breach of this term would entail initiation of appropriate action as deemed fit by the Bank.

- b) **IT Security Practice & Procedures:** While you are in the services of the Bank, you will adhere to the IT Security Practice & Procedures as prescribed by ICICI Bank. Any instance/s of violation or any attempted violation of the aforesaid IT Security Practices and Procedures on your part shall result in disciplinary action.

:2:

**Reference No. - 1384045374**

- Saiesh R
- **Notice Period:** In case you decide to leave the Bank's services during probation period or after confirmation, you will be required to give thirty days' notice. The Bank in its sole discretion can decide to waive off/reduce the notice period depending upon the exigencies. In such case, you would be required to pay to the Bank the gross salary for the notice period so reduced/waived off.

After confirmation, your services would be liable to be terminated by the Bank, by giving thirty days' notice or on payment of thirty days' gross salary in lieu of the notice period.

- **Transfer:** The Bank shall have the right to transfer/depute you to any of its offices or ICICI group companies in India and abroad.
- **Joining Competitor:** In the event of termination of your services by the Bank or your resignation from the services of the Bank, you shall not join any Banking or Financial Services Company for a period of six months from the date of resignation/termination.
- Please note that during the course of your services with the Bank or in the event of cessation of your services in future, due to any reason whatsoever, you shall, for a period of six months from the date of such cessation, directly or indirectly, either on your own accord or on behalf or in conjunction with any other person/s, firm or company refrain/desist from canvassing or soliciting or attempting to or inducing any employee(s)/business associate(s) to leave their current employment with the Bank/Group Companies/Business Partners to join the services of your new employer/firm/company or any other competitor of the Bank/Group Companies/Business Partners. Any act in contravention of the above provision shall entail initiation of appropriate action as deemed fit by the Bank.
- Please note that during the course of your services with the Bank you cannot be a member of any anti-social/national outfits or of any outfit which is declared as banned by the Government. Any act in breach of this term would entail initiation of appropriate action as deemed fit by the Bank.

:3:

**Reference No. - 1384045374**

Saiesh R

- Please note that while joining the services of the Bank and during the course of your services with the Bank, you would be required to notify the Bank immediately with details of civil or criminal case/s instituted against you in any Court of Law or any complaint/show cause notice /prosecution with/by any Police Station or by any statutory authority, as also you will notify any outcome of such complaint like filing of Chargesheet /Arrest/Conviction/Acquittal/Discharge. Any act in breach of this term would entail initiation of appropriate action as deemed fit by the Bank.
- The Bank expects resolution of issue/s relating to your employment, if any, within the framework internally, at all times during your service period and even after cessation of service due to any reason whatsoever. As such please note that any attempt to bring any outside influence - directly or indirectly - upon any authority to further your interest/s in respect of matters pertaining to your services with the Bank would amount to breach of employment contract leading to initiation of appropriate action.
- Please note that during the course of your services with the Bank, you will not take part in any demonstration/agitation against the Bank and its official/s for or on behalf of any external bodies/political outfits- either as a member or as a sympathizer. Any act in contravention of the above would be treated as prejudicial to the interest and reputation of the Bank leading to initiation of appropriate action.
- **Termination of Employment:** Your services with the Bank are liable to be terminated:
- Without assigning any reason and without giving any notice during probation period and after confirmation by giving thirty days' notice or on payment of thirty days' gross salary in lieu of the notice period and at any time during your services with the Bank in the event of
  - a) Any breach of the conditions mentioned in this letter on your part
  - b) You not successfully completing the degree programme within the stipulated timeline during the current academic year and non-submission of your certificate and mark sheet within 3 months of result announcement
  - c) Any incorrect information furnished by you like:
    - Mismatch in your previous employment data even for a day
    - Mismatch in your previous pay slip
    - Fake qualification certificates etc; and
  - d) Suppression of any material information by you.
  - e) Any breach of the Rules and Regulations of the Bank as applicable/may be made applicable to you from time to time.



**Reference No. - 1384045374**

Saiesh R

**□ General:**

- Your appointment and continuation in employment are subject to reference checks, successful completion of your course during the current academic year and submission of your certificate and mark sheet within 3 months of joining.
- You will be bound by the Rules and Regulations of the Bank.
- You will keep us informed of any change in your residential address.
- Your acceptance is taken as your understanding that the role in ICICI Bank may involve sales. You may be required to travel extensively as per the requirement of your job/role or as may be needed for the exigencies of the Bank. Also, that you further understand that your services in the Bank are transferrable in any location and profile including sales, across geographies as per organization requirements. If you are agreeable to the above mentioned terms and conditions, please intimate your acceptance to us by returning a copy of this letter, duly signed by you, within seven days of receipt. In case no confirmation is received within the above-mentioned period the appointment letter shall be deemed to have been withdrawn.

Yours sincerely,

Amit Prakash

I have read all the terms and conditions of the offer and would like to confirm my acceptance

Signature of Applicant

:5:

**Reference No. - 1384045374**

Saiesh R

**Annexure:**

**Remuneration:**

- Your Base Salary will be Rs. 84,000/- (Rupees Eighty Four Thousand only) per annum.
- You will eligible for the Performance Linked Retention Pay, as per the policy of the Bank. Please note that there is no guaranteed performance bonus, subject to however provisions of the Payment of Bonus Act 1965, wherever applicable. The performance linked Retention pay would be payable to an employee only if the employee on the day of payout is on the rolls of the bank and he/she has not resigned and / or is serving notice period.

**Supplementary Allowances:**

- You will be eligible for a Supplementary Allowance of Rs. 1,44,000/- (Rupees One Lakh Forty Four Thousand only) per annum. Supplementary allowance will include –Conveyance / Travel Allowance, LTA, Medical Reimbursement, Canteen and any other allowance. All the components of supplementary allowance are subject to limits and rules prescribed by Income tax act and policies of the bank.
- You will be eligible for HRA of Rs. 42,000/- (Rupees Forty Two Thousand only) per annum.
- The composition of supplementary allowance can be decided once in a year. The unexercised amount of the supplementary allowance will be paid to the employee subject to deduction of tax at source.

**Superannuation Allowances:**

- You will be eligible for a Superannuation Allowance of Rs. 12,600/- (Rupees Twelve Thousand Six Hundred only) per annum.

:6:

**Reference No. - 1384045374**

Saiesh R

**Benefits:**

- Comprehensive Mediclaim Coverage for you and your immediate family up to Rs.400,000/- (Rupees Four Lakh only) per annum. Your immediate family includes yourself, your spouse and dependent children. You will also be eligible for Retirement Benefits of the Bank; namely Provident Fund and Gratuity, in accordance with the statutory requirements and/or, as per Bank policy.
- The salary and perquisites including supplementary allowance are subject to limits and rules prescribed by the Income Tax Act / Rules and policies of the Company.
- Maternity leave benefits as defined under the Maternity Benefit (Amendment) Act, 2017 are offered to eligible women employees by the Bank. Details of all types of leaves including the Maternity leave benefits offered to employees and eligibility criteria for availing such benefits are notified by the Bank under "Employee Benefit Policies" available on the Bank's intranet which will be accessible upon joining the Bank.

Signature of Applicant

**JOINING FORMALITIES**

The process to join the Bank is by way of completing the online joining formalities. You are required to complete the online joining formalities within 5 days from the date of accepting offer letter. Please note that completion of online joining formalities is a mandatory process.

The login credentials are provided below:

**URL:** <https://www.icicicareers.com/Careers/CP/CandidateLogin.aspx>

**Username:** Registered email id or Applicant id

**Password:** Which has been already communicated to you through registered email id. In case, you do not remember the password, please use “forgot password “option to generate a new password.

Following documents (xerox copies) are required to be uploaded:

- 1) Self-attested copies of educational certificates and marksheets (Xth/XIIth/ Graduation/ Post graduation)
- 2) Work Experience Document
  - a. Resignation accepted letter from current organization
  - b. Relieving letter from two previous employers or companies worked in last five years whichever is higher
- 3) Passport size Photograph (against Red background)
- 4) Address proof (Passport/Voter id/Ration card)
- 5) PAN Card

Please note that you are required to attend Induction program (I-Banker) on your date of joining. You shall be communicated about the date, time and venue for induction program (I-Banker) by your Recruitment Manager.

#### Remuneration Details

**Name :** Saiesh R

**Position:** Assistant Manager

**Group:** RETAIL BANKING GROUP

|                             | Assistant Manager |                 |
|-----------------------------|-------------------|-----------------|
|                             | Monthly           | Annual          |
| Basic                       | 7000              | 84,000          |
| HRA                         | 3,500             | 42,000          |
| Supplementary Allowance *   | 16,000            | 1,74,000        |
| Superannuation Allowance ** | 1050.00           | 12,600          |
|                             |                   |                 |
| <b>Total</b>                | <b>23,550</b>     | <b>2,82,600</b> |
|                             |                   |                 |



|                                                                                                                                                                            |               |                 |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|-----------------|
| Retirals                                                                                                                                                                   |               |                 |
| Retirals (PF, Gratuity) ***                                                                                                                                                | 2,383         | 28,596          |
|                                                                                                                                                                            |               |                 |
| <b>Total CTC</b>                                                                                                                                                           | <b>25,933</b> | <b>3,11,196</b> |
|                                                                                                                                                                            |               |                 |
| Performance Linked Retention Pay #                                                                                                                                         | 2,250         | 27,000          |
|                                                                                                                                                                            |               |                 |
| <b>Total (incl PLRP)</b>                                                                                                                                                   | <b>28196</b>  | <b>350196</b>   |
| * Supplementary allowance will include Conveyance / Travel allowance, LTA, Medical, Canteen and any other allowance                                                        |               |                 |
| *** You will be eligible for Retirement Benefits of the Bank; namely Provident Fund and Gratuity, in accordance with the statutory requirements and/or, as per Bank policy |               |                 |
| #Please note that there is no guaranteed performance linked retention pay, subject to however provisions of the payment of Bonus Act 1965, wherever applicable.            |               |                 |

**Date:** 05-Apr-2022

**ICICI Bank Limited**  
ICICI Bank Towers  
Bandra-Kurla Complex  
Mumbai 400 051, India.

Tel.: (91-22) 2653 1414  
Fax: (91-22) 2653 1122  
Website [www.icicibank.com](http://www.icicibank.com)  
CIN.: L65190GJ1994PLC021012

Regd. Office : ICICI Bank Tower,  
Near Chakli Circle,  
Old Padra Road,  
Vadodara 390 007, India.



**PRIVATE AND CONFIDENTIAL**

**Reference No. - 1384045366**

**Applicant ID - 4394137**

05-Apr-2022

Saifuddin

Dear Saifuddin,

We take great pleasure in extending an offer to you for being a part of ICICI Bank.

Please find enclosed the job offer letter. Kindly note, that the offer of appointment is subject to you having fulfilled the requirements of successful completion of the degree programme within the timeline- which is the basic requirement of your eligibility. In an event, where the laid out requirements are not met within the stipulated timeline, this offer shall be withdrawn, cancelled and stand revoked which please take a note of.

Please quote your reference number, which is appearing on the top of this letter for all future correspondence.

In case you have any queries please feel free to contact at the below mentioned details:

E-Mail Address : [icicicareers@icicibank.com](mailto:icicicareers@icicibank.com)

Telephone No. : 022-71872500

Yours sincerely,

ICICI Bank HR Team

**ICICI Bank Limited**  
ICICI Bank Towers  
Bandra-Kurla Complex  
Mumbai 400 051, India.

Tel.: (91-22) 2653 1414  
Fax: (91-22) 2653 1122  
Website [www.icicibank.com](http://www.icicibank.com)  
CIN.: L65190GJ1994PLC021012

Regd. Office : ICICI Bank Tower,  
Near Chakli Circle,  
Old Padra Road,  
Vadodara 390 007, India.

PRIVATE AND CONFIDENTIAL

**Reference No. - 1384045366**

**Applicant ID - 4394137**

05-Apr-2022

Saifuddin

Dear Saifuddin,

We are pleased to make you an offer of appointment as Assistant Manager in ICICI Bank. You will be placed in CORPORATE EMP SOLUTIONS GROUP at BENGALURU - R T NAGAR\_BR.

Kindly note, that the offer of appointment is subject to you having fulfilled the requirements of successful completion of the degree programme within the timeline- which is the basic requirement of your eligibility. In an event, where the laid out requirements are not met within the stipulated timeline, this offer shall be withdrawn, cancelled and stand revoked which please take a note of.

The details of your remuneration and benefits are given in Annexure.

The following are the terms and conditions of the appointment.

**Commencement/Term:**

- You shall be required to join the Bank on or before 22-Apr-2022.
- You will be on probation for a period of one year or such extended period as may be decided by the Bank based on your performance during the probation period.
- On satisfactory completion of your probation period, including that of extended period, if any, you will be confirmed in the services of the Bank in writing.

**Other Terms and Conditions of Service:**

**a) Professional Ethics & Confidentiality:** While you are in the services of the Bank, you are not permitted to carry on any business or profession or enter, for any part of your time, in any capacity, the services of, or be employed by or engaged with any other firm, company or person. You will devote your whole time and attention to your office work to promote the interest of the Bank. You will not divulge details like your compensation structure (CTC), performance rating, performance bonus amount, increment, etc. and will not divulge to any person or utilize any of the Bank's secrets or other related information (which you may possess by reason of your association with the Bank) with any external agencies, press etc. outside the Bank. Any act in breach of this term would entail initiation of appropriate action as deemed fit by the Bank.

- b) **IT Security Practice & Procedures:** While you are in the services of the Bank, you will adhere to the IT Security Practice & Procedures as prescribed by ICICI Bank. Any instance/s of violation or any attempted violation of the aforesaid IT Security Practices and Procedures on your part shall result in disciplinary action.

:2:

**Reference No. - 1384045366**

- Saifuddin
- **Notice Period:** In case you decide to leave the Bank's services during probation period or after confirmation, you will be required to give thirty days' notice. The Bank in its sole discretion can decide to waive off/reduce the notice period depending upon the exigencies. In such case, you would be required to pay to the Bank the gross salary for the notice period so reduced/waived off.

After confirmation, your services would be liable to be terminated by the Bank, by giving thirty days' notice or on payment of thirty days' gross salary in lieu of the notice period.

- **Transfer:** The Bank shall have the right to transfer/depute you to any of its offices or ICICI group companies in India and abroad.
- **Joining Competitor:** In the event of termination of your services by the Bank or your resignation from the services of the Bank, you shall not join any Banking or Financial Services Company for a period of six months from the date of resignation/termination.
- Please note that during the course of your services with the Bank or in the event of cessation of your services in future, due to any reason whatsoever, you shall, for a period of six months from the date of such cessation, directly or indirectly, either on your own accord or on behalf or in conjunction with any other person/s, firm or company refrain/desist from canvassing or soliciting or attempting to or inducing any employee(s)/business associate(s) to leave their current employment with the Bank/Group Companies/Business Partners to join the services of your new employer/firm/company or any other competitor of the Bank/Group Companies/Business Partners. Any act in contravention of the above provision shall entail initiation of appropriate action as deemed fit by the Bank.
- Please note that during the course of your services with the Bank you cannot be a member of any anti-social/national outfits or of any outfit which is declared as banned by the Government. Any act in breach of this term would entail initiation of appropriate action as deemed fit by the Bank.

:3:



**Reference No. - 1384045366**

Saifuddin

- Please note that while joining the services of the Bank and during the course of your services with the Bank, you would be required to notify the Bank immediately with details of civil or criminal case/s instituted against you in any Court of Law or any complaint/show cause notice /prosecution with/by any Police Station or by any statutory authority, as also you will notify any outcome of such complaint like filing of Chargesheet /Arrest/Conviction/Acquittal/Discharge. Any act in breach of this term would entail initiation of appropriate action as deemed fit by the Bank.
- The Bank expects resolution of issue/s relating to your employment, if any, within the framework internally, at all times during your service period and even after cessation of service due to any reason whatsoever. As such please note that any attempt to bring any outside influence - directly or indirectly - upon any authority to further your interest/s in respect of matters pertaining to your services with the Bank would amount to breach of employment contract leading to initiation of appropriate action.
- Please note that during the course of your services with the Bank, you will not take part in any demonstration/agitation against the Bank and its official/s for or on behalf of any external bodies/political outfits- either as a member or as a sympathizer. Any act in contravention of the above would be treated as prejudicial to the interest and reputation of the Bank leading to initiation of appropriate action.
- **Termination of Employment:** Your services with the Bank are liable to be terminated:
- Without assigning any reason and without giving any notice during probation period and after confirmation by giving thirty days' notice or on payment of thirty days' gross salary in lieu of the notice period and at any time during your services with the Bank in the event of
  - a) Any breach of the conditions mentioned in this letter on your part
  - b) You not successfully completing the degree programme within the stipulated timeline during the current academic year and non-submission of your certificate and mark sheet within 3 months of result announcement
  - c) Any incorrect information furnished by you like:
    - Mismatch in your previous employment data even for a day
    - Mismatch in your previous pay slip
    - Fake qualification certificates etc; and
  - d) Suppression of any material information by you.
  - e) Any breach of the Rules and Regulations of the Bank as applicable/may be made applicable to you from time to time.

**Reference No. - 1384045366**

Saifuddin

**□ General:**

- Your appointment and continuation in employment are subject to reference checks, successful completion of your course during the current academic year and submission of your certificate and mark sheet within 3 months of joining.
- You will be bound by the Rules and Regulations of the Bank.
- You will keep us informed of any change in your residential address.
- Your acceptance is taken as your understanding that the role in ICICI Bank may involve sales. You may be required to travel extensively as per the requirement of your job/role or as may be needed for the exigencies of the Bank. Also, that you further understand that your services in the Bank are transferrable in any location and profile including sales, across geographies as per organization requirements. If you are agreeable to the above mentioned terms and conditions, please intimate your acceptance to us by returning a copy of this letter, duly signed by you, within seven days of receipt. In case no confirmation is received within the above-mentioned period the appointment letter shall be deemed to have been withdrawn.

Yours sincerely,

Amit Prakash

I have read all the terms and conditions of the offer and would like to confirm my acceptance

Signature of Applicant

:5:

**Reference No. - 1384045366**

Saifuddin

**Annexure:**

**Remuneration:**

- Your Base Salary will be Rs. 84,000/- (Rupees Eighty Four Thousand only) per annum.
- You will eligible for the Performance Linked Retention Pay, as per the policy of the Bank. Please note that there is no guaranteed performance bonus, subject to however provisions of the Payment of Bonus Act 1965, wherever applicable. The performance linked Retention pay would be payable to an employee only if the employee on the day of payout is on the rolls of the bank and he/she has not resigned and / or is serving notice period.

**Supplementary Allowances:**

- You will be eligible for a Supplementary Allowance of Rs. 1,44,000/- (Rupees One Lakh Forty Four Thousand only) per annum. Supplementary allowance will include –Conveyance / Travel Allowance, LTA, Medical Reimbursement, Canteen and any other allowance. All the components of supplementary allowance are subject to limits and rules prescribed by Income tax act and policies of the bank.
- You will be eligible for HRA of Rs. 42,000/- (Rupees Forty Two Thousand only) per annum.
- The composition of supplementary allowance can be decided once in a year. The unexercised amount of the supplementary allowance will be paid to the employee subject to deduction of tax at source.

**Superannuation Allowances:**

- You will be eligible for a Superannuation Allowance of Rs. 12,600/- (Rupees Twelve Thousand Six Hundred only) per annum.

:6:

**Reference No. - 1384045366**

Saifuddin

**Benefits:**

- Comprehensive Mediclaim Coverage for you and your immediate family up to Rs.400,000/- (Rupees Four Lakh only) per annum. Your immediate family includes yourself, your spouse and dependent children. You will also be eligible for Retirement Benefits of the Bank; namely Provident Fund and Gratuity, in accordance with the statutory requirements and/or, as per Bank policy.
- The salary and perquisites including supplementary allowance are subject to limits and rules prescribed by the Income Tax Act / Rules and policies of the Company.
- Maternity leave benefits as defined under the Maternity Benefit (Amendment) Act, 2017 are offered to eligible women employees by the Bank. Details of all types of leaves including the Maternity leave benefits offered to employees and eligibility criteria for availing such benefits are notified by the Bank under "Employee Benefit Policies" available on the Bank's intranet which will be accessible upon joining the Bank.

Signature of Applicant

**JOINING FORMALITIES**

The process to join the Bank is by way of completing the online joining formalities. You are required to complete the online joining formalities within 5 days from the date of accepting offer letter. Please note that completion of online joining formalities is a mandatory process.

The login credentials are provided below:

**URL:** <https://www.icicicareers.com/Careers/CP/CandidateLogin.aspx>

**Username:** Registered email id or Applicant id



**Password:** Which has been already communicated to you through registered email id. In case, you do not remember the password, please use “forgot password “option to generate a new password.

Following documents (xerox copies) are required to be uploaded:

- 1) Self-attested copies of educational certificates and marksheets (Xth/XIIth/ Graduation/ Post graduation)
- 2) Work Experience Document
  - a. Resignation accepted letter from current organization
  - b. Relieving letter from two previous employers or companies worked in last five years whichever is higher
- 3) Passport size Photograph (against Red background)
- 4) Address proof (Passport/Voter id/Ration card)
- 5) PAN Card

Please note that you are required to attend Induction program (I-Banker) on your date of joining. You shall be communicated about the date, time and venue for induction program (I-Banker) by your Recruitment Manager.

#### Remuneration Details

**Name :** Saifuddin

**Position:** Assistant Manager

**Group:** RETAIL BANKING GROUP

|                             | Assistant Manager |                 |
|-----------------------------|-------------------|-----------------|
|                             | Monthly           | Annual          |
| Basic                       | 7000              | 84,000          |
| HRA                         | 3,500             | 42,000          |
| Supplementary Allowance *   | 16,000            | 1,74,000        |
| Superannuation Allowance ** | 1050.00           | 12,600          |
|                             |                   |                 |
| <b>Total</b>                | <b>23,550</b>     | <b>2,82,600</b> |
|                             |                   |                 |

**ICICI Bank Limited**  
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Vadodara 390 007, India.



|                                                                                                                                                                            |               |                 |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|-----------------|
| Retirals                                                                                                                                                                   |               |                 |
| Retirals (PF, Gratuity) ***                                                                                                                                                | 2,383         | 28,596          |
|                                                                                                                                                                            |               |                 |
| <b>Total CTC</b>                                                                                                                                                           | <b>25,933</b> | <b>3,11,196</b> |
|                                                                                                                                                                            |               |                 |
| Performance Linked Retention Pay #                                                                                                                                         | 2,250         | 27,000          |
|                                                                                                                                                                            |               |                 |
| <b>Total (incl PLRP)</b>                                                                                                                                                   | <b>28196</b>  | <b>350196</b>   |
| * Supplementary allowance will include Conveyance / Travel allowance, LTA, Medical, Canteen and any other allowance                                                        |               |                 |
| *** You will be eligible for Retirement Benefits of the Bank; namely Provident Fund and Gratuity, in accordance with the statutory requirements and/or, as per Bank policy |               |                 |
| #Please note that there is no guaranteed performance linked retention pay, subject to however provisions of the payment of Bonus Act 1965, wherever applicable.            |               |                 |

**Date:** 05-Apr-2022

**ICICI Bank Limited**  
ICICI Bank Towers  
Bandra-Kurla Complex  
Mumbai 400 051, India.

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Vadodara 390 007, India.



PRIVATE AND CONFIDENTIAL

**Reference No. - 1384045380**

**Applicant ID - 4394151**

05-Apr-2022

Sameerulla

Dear Sameerulla,

We take great pleasure in extending an offer to you for being a part of ICICI Bank.

Please find enclosed the job offer letter. Kindly note, that the offer of appointment is subject to you having fulfilled the requirements of successful completion of the degree programme within the timeline- which is the basic requirement of your eligibility. In an event, where the laid out requirements are not met within the stipulated timeline, this offer shall be withdrawn, cancelled and stand revoked which please take a note of.

Please quote your reference number, which is appearing on the top of this letter for all future correspondence.

In case you have any queries please feel free to contact at the below mentioned details:

E-Mail Address : [icicicareers@icicibank.com](mailto:icicicareers@icicibank.com)

Telephone No. : 022-71872500

Yours sincerely,

ICICI Bank HR Team

PRIVATE AND CONFIDENTIAL

**Reference No. - 1384045380**

**Applicant ID - 4394151**

05-Apr-2022

Sameerulla

Dear Sameerulla,

We are pleased to make you an offer of appointment as Assistant Manager in ICICI Bank. You will be placed in CORPORATE EMP SOLUTIONS GROUP at BENGALURU - R T NAGAR\_BR.

Kindly note, that the offer of appointment is subject to you having fulfilled the requirements of successful completion of the degree programme within the timeline- which is the basic requirement of your eligibility. In an event, where the laid out requirements are not met within the stipulated timeline, this offer shall be withdrawn, cancelled and stand revoked which please take a note of.

The details of your remuneration and benefits are given in Annexure.

The following are the terms and conditions of the appointment.

**Commencement/Term:**

- You shall be required to join the Bank on or before 22-Apr-2022.
- You will be on probation for a period of one year or such extended period as may be decided by the Bank based on your performance during the probation period.
- On satisfactory completion of your probation period, including that of extended period, if any, you will be confirmed in the services of the Bank in writing.

**Other Terms and Conditions of Service:**

**a) Professional Ethics & Confidentiality:** While you are in the services of the Bank, you are not permitted to carry on any business or profession or enter, for any part of your time, in any capacity, the services of, or be employed by or engaged with any other firm, company or person. You will devote your whole time and attention to your office work to promote the interest of the Bank. You will not divulge details like your compensation structure (CTC), performance rating, performance bonus amount, increment, etc. and will not divulge to any person or utilize any of the Bank's secrets or other related information (which you may possess by reason of your association with the Bank) with any external agencies, press etc. outside the Bank. Any act in breach of this term would entail initiation of appropriate action as deemed fit by the Bank.



- b) **IT Security Practice & Procedures:** While you are in the services of the Bank, you will adhere to the IT Security Practice & Procedures as prescribed by ICICI Bank. Any instance/s of violation or any attempted violation of the aforesaid IT Security Practices and Procedures on your part shall result in disciplinary action.

:2:

**Reference No. - 1384045380**

- Sameerulla
- **Notice Period:** In case you decide to leave the Bank's services during probation period or after confirmation, you will be required to give thirty days' notice. The Bank in its sole discretion can decide to waive off/reduce the notice period depending upon the exigencies. In such case, you would be required to pay to the Bank the gross salary for the notice period so reduced/waived off.

After confirmation, your services would be liable to be terminated by the Bank, by giving thirty days' notice or on payment of thirty days' gross salary in lieu of the notice period.

- **Transfer:** The Bank shall have the right to transfer/depute you to any of its offices or ICICI group companies in India and abroad.
- **Joining Competitor:** In the event of termination of your services by the Bank or your resignation from the services of the Bank, you shall not join any Banking or Financial Services Company for a period of six months from the date of resignation/termination.
- Please note that during the course of your services with the Bank or in the event of cessation of your services in future, due to any reason whatsoever, you shall, for a period of six months from the date of such cessation, directly or indirectly, either on your own accord or on behalf or in conjunction with any other person/s, firm or company refrain/desist from canvassing or soliciting or attempting to or inducing any employee(s)/business associate(s) to leave their current employment with the Bank/Group Companies/Business Partners to join the services of your new employer/firm/company or any other competitor of the Bank/Group Companies/Business Partners. Any act in contravention of the above provision shall entail initiation of appropriate action as deemed fit by the Bank.
- Please note that during the course of your services with the Bank you cannot be a member of any anti-social/national outfits or of any outfit which is declared as banned by the Government. Any act in breach of this term would entail initiation of appropriate action as deemed fit by the Bank.

:3:

**Reference No. - 1384045380**

Sameerulla

- Please note that while joining the services of the Bank and during the course of your services with the Bank, you would be required to notify the Bank immediately with details of civil or criminal case/s instituted against you in any Court of Law or any complaint/show cause notice /prosecution with/by any Police Station or by any statutory authority, as also you will notify any outcome of such complaint like filing of Chargesheet /Arrest/Conviction/Acquittal/Discharge. Any act in breach of this term would entail initiation of appropriate action as deemed fit by the Bank.
- The Bank expects resolution of issue/s relating to your employment, if any, within the framework internally, at all times during your service period and even after cessation of service due to any reason whatsoever. As such please note that any attempt to bring any outside influence - directly or indirectly - upon any authority to further your interest/s in respect of matters pertaining to your services with the Bank would amount to breach of employment contract leading to initiation of appropriate action.
- Please note that during the course of your services with the Bank, you will not take part in any demonstration/agitation against the Bank and its official/s for or on behalf of any external bodies/political outfits- either as a member or as a sympathizer. Any act in contravention of the above would be treated as prejudicial to the interest and reputation of the Bank leading to initiation of appropriate action.
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  - a) Any breach of the conditions mentioned in this letter on your part
  - b) You not successfully completing the degree programme within the stipulated timeline during the current academic year and non-submission of your certificate and mark sheet within 3 months of result announcement
  - c) Any incorrect information furnished by you like:
    - Mismatch in your previous employment data even for a day
    - Mismatch in your previous pay slip
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  - d) Suppression of any material information by you.
  - e) Any breach of the Rules and Regulations of the Bank as applicable/may be made applicable to you from time to time.

**Reference No. - 1384045380**

Sameerulla

**□ General:**

- Your appointment and continuation in employment are subject to reference checks, successful completion of your course during the current academic year and submission of your certificate and mark sheet within 3 months of joining.
- You will be bound by the Rules and Regulations of the Bank.
- You will keep us informed of any change in your residential address.
- Your acceptance is taken as your understanding that the role in ICICI Bank may involve sales. You may be required to travel extensively as per the requirement of your job/role or as may be needed for the exigencies of the Bank. Also, that you further understand that your services in the Bank are transferrable in any location and profile including sales, across geographies as per organization requirements. If you are agreeable to the above mentioned terms and conditions, please intimate your acceptance to us by returning a copy of this letter, duly signed by you, within seven days of receipt. In case no confirmation is received within the above-mentioned period the appointment letter shall be deemed to have been withdrawn.

Yours sincerely,

Amit Prakash

I have read all the terms and conditions of the offer and would like to confirm my acceptance

Signature of Applicant

:5:

**Reference No. - 1384045380**

Sameerulla

**Annexure:**

**Remuneration:**

- Your Base Salary will be Rs. 84,000/- (Rupees Eighty Four Thousand only) per annum.
- You will eligible for the Performance Linked Retention Pay, as per the policy of the Bank. Please note that there is no guaranteed performance bonus, subject to however provisions of the Payment of Bonus Act 1965, wherever applicable. The performance linked Retention pay would be payable to an employee only if the employee on the day of payout is on the rolls of the bank and he/she has not resigned and / or is serving notice period.

**Supplementary Allowances:**

- You will be eligible for a Supplementary Allowance of Rs. 1,44,000/- (Rupees One Lakh Forty Four Thousand only) per annum. Supplementary allowance will include –Conveyance / Travel Allowance, LTA, Medical Reimbursement, Canteen and any other allowance. All the components of supplementary allowance are subject to limits and rules prescribed by Income tax act and policies of the bank.
- You will be eligible for HRA of Rs. 42,000/- (Rupees Forty Two Thousand only) per annum.
- The composition of supplementary allowance can be decided once in a year. The unexercised amount of the supplementary allowance will be paid to the employee subject to deduction of tax at source.

**Superannuation Allowances:**

- You will be eligible for a Superannuation Allowance of Rs. 12,600/- (Rupees Twelve Thousand Six Hundred only) per annum.

:6:

**Reference No. - 1384045380**

Sameerulla

**Benefits:**

- Comprehensive Mediclaim Coverage for you and your immediate family up to Rs.400,000/- (Rupees Four Lakh only) per annum. Your immediate family includes yourself, your spouse and dependent children. You will also be eligible for Retirement Benefits of the Bank; namely Provident Fund and Gratuity, in accordance with the statutory requirements and/or, as per Bank policy.
- The salary and perquisites including supplementary allowance are subject to limits and rules prescribed by the Income Tax Act / Rules and policies of the Company.
- Maternity leave benefits as defined under the Maternity Benefit (Amendment) Act, 2017 are offered to eligible women employees by the Bank. Details of all types of leaves including the Maternity leave benefits offered to employees and eligibility criteria for availing such benefits are notified by the Bank under "Employee Benefit Policies" available on the Bank's intranet which will be accessible upon joining the Bank.

Signature of Applicant

**JOINING FORMALITIES**

The process to join the Bank is by way of completing the online joining formalities. You are required to complete the online joining formalities within 5 days from the date of accepting offer letter. Please note that completion of online joining formalities is a mandatory process.

The login credentials are provided below:

**URL:** <https://www.icicicareers.com/Careers/CP/CandidateLogin.aspx>

**Username:** Registered email id or Applicant id

**Password:** Which has been already communicated to you through registered email id. In case, you do not remember the password, please use “forgot password “option to generate a new password.

Following documents (xerox copies) are required to be uploaded:

- 1) Self-attested copies of educational certificates and marksheets (Xth/XIIth/ Graduation/ Post graduation)
- 2) Work Experience Document
  - a. Resignation accepted letter from current organization
  - b. Relieving letter from two previous employers or companies worked in last five years whichever is higher
- 3) Passport size Photograph (against Red background)
- 4) Address proof (Passport/Voter id/Ration card)
- 5) PAN Card

Please note that you are required to attend Induction program (I-Banker) on your date of joining. You shall be communicated about the date, time and venue for induction program (I-Banker) by your Recruitment Manager.

#### Remuneration Details

**Name :** Sameerulla

**Position:** Assistant Manager

**Group:** RETAIL BANKING GROUP

|                             | Assistant Manager |                 |
|-----------------------------|-------------------|-----------------|
|                             | Monthly           | Annual          |
| Basic                       | 7000              | 84,000          |
| HRA                         | 3,500             | 42,000          |
| Supplementary Allowance *   | 16,000            | 1,74,000        |
| Superannuation Allowance ** | 1050.00           | 12,600          |
|                             |                   |                 |
| <b>Total</b>                | <b>23,550</b>     | <b>2,82,600</b> |
|                             |                   |                 |



|                                                                                                                                                                            |               |                 |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|-----------------|
| Retirals                                                                                                                                                                   |               |                 |
| Retirals (PF, Gratuity) ***                                                                                                                                                | 2,383         | 28,596          |
|                                                                                                                                                                            |               |                 |
| <b>Total CTC</b>                                                                                                                                                           | <b>25,933</b> | <b>3,11,196</b> |
|                                                                                                                                                                            |               |                 |
| Performance Linked Retention Pay #                                                                                                                                         | 2,250         | 27,000          |
|                                                                                                                                                                            |               |                 |
| <b>Total (incl PLRP)</b>                                                                                                                                                   | <b>28196</b>  | <b>350196</b>   |
| * Supplementary allowance will include Conveyance / Travel allowance, LTA, Medical, Canteen and any other allowance                                                        |               |                 |
| *** You will be eligible for Retirement Benefits of the Bank; namely Provident Fund and Gratuity, in accordance with the statutory requirements and/or, as per Bank policy |               |                 |
| #Please note that there is no guaranteed performance linked retention pay, subject to however provisions of the payment of Bonus Act 1965, wherever applicable.            |               |                 |

**Date:** 05-Apr-2022

**ICICI Bank Limited**  
 ICICI Bank Towers  
 Bandra-Kurla Complex  
 Mumbai 400 051, India.

Tel.: (91-22) 2653 1414  
 Fax: (91-22) 2653 1122  
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 CIN.: L65190GJ1994PLC021012

Regd. Office : ICICI Bank Tower,  
 Near Chakli Circle,  
 Old Padra Road,  
 Vadodara 390 007, India.



PRIVATE AND CONFIDENTIAL

**Reference No. - 1384045370**

**Applicant ID - 4394141**

05-Apr-2022

Shiva Channa Basavara

Dear Shiva Channa Basavara,

We take great pleasure in extending an offer to you for being a part of ICICI Bank.

Please find enclosed the job offer letter. Kindly note, that the offer of appointment is subject to you having fulfilled the requirements of successful completion of the degree programme within the timeline- which is the basic requirement of your eligibility. In an event, where the laid out requirements are not met within the stipulated timeline, this offer shall be withdrawn, cancelled and stand revoked which please take a note of.

Please quote your reference number, which is appearing on the top of this letter for all future correspondence.

In case you have any queries please feel free to contact at the below mentioned details:

E-Mail Address : [icicicareers@icicibank.com](mailto:icicicareers@icicibank.com)

Telephone No. : 022-71872500

Yours sincerely,

ICICI Bank HR Team

**ICICI Bank Limited**  
ICICI Bank Towers  
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PRIVATE AND CONFIDENTIAL

**Reference No. - 1384045370**

**Applicant ID - 4394141**

05-Apr-2022

Shiva Channa Basavara

Dear Shiva Channa Basavara,

We are pleased to make you an offer of appointment as Assistant Manager in ICICI Bank. You will be placed in CORPORATE EMP SOLUTIONS GROUP at BENGALURU - R T NAGAR\_BR.

Kindly note, that the offer of appointment is subject to you having fulfilled the requirements of successful completion of the degree programme within the timeline- which is the basic requirement of your eligibility. In an event, where the laid out requirements are not met within the stipulated timeline, this offer shall be withdrawn, cancelled and stand revoked which please take a note of.

The details of your remuneration and benefits are given in Annexure.

The following are the terms and conditions of the appointment.

**Commencement/Term:**

- You shall be required to join the Bank on or before 22-Apr-2022.
- You will be on probation for a period of one year or such extended period as may be decided by the Bank based on your performance during the probation period.
- On satisfactory completion of your probation period, including that of extended period, if any, you will be confirmed in the services of the Bank in writing.

**Other Terms and Conditions of Service:**

**a) Professional Ethics & Confidentiality:** While you are in the services of the Bank, you are not permitted to carry on any business or profession or enter, for any part of your time, in any capacity, the services of, or be employed by or engaged with any other firm, company or person. You will devote your whole time and attention to your office work to promote the interest of the Bank. You will not divulge details like your compensation structure (CTC), performance rating, performance bonus amount, increment, etc. and will not divulge to any person or utilize any of the Bank's secrets or other related information (which you may possess by reason of your association with the Bank) with any external agencies, press etc. outside the Bank. Any act in breach of this term would entail initiation of appropriate action as deemed fit by the Bank.

- b) **IT Security Practice & Procedures:** While you are in the services of the Bank, you will adhere to the IT Security Practice & Procedures as prescribed by ICICI Bank. Any instance/s of violation or any attempted violation of the aforesaid IT Security Practices and Procedures on your part shall result in disciplinary action.

:2:

**Reference No. - 1384045370**

- Shiva Channa Basavara
- **Notice Period:** In case you decide to leave the Bank's services during probation period or after confirmation, you will be required to give thirty days' notice. The Bank in its sole discretion can decide to waive off/reduce the notice period depending upon the exigencies. In such case, you would be required to pay to the Bank the gross salary for the notice period so reduced/waived off.

After confirmation, your services would be liable to be terminated by the Bank, by giving thirty days' notice or on payment of thirty days' gross salary in lieu of the notice period.

- **Transfer:** The Bank shall have the right to transfer/depute you to any of its offices or ICICI group companies in India and abroad.
- **Joining Competitor:** In the event of termination of your services by the Bank or your resignation from the services of the Bank, you shall not join any Banking or Financial Services Company for a period of six months from the date of resignation/termination.
- Please note that during the course of your services with the Bank or in the event of cessation of your services in future, due to any reason whatsoever, you shall, for a period of six months from the date of such cessation, directly or indirectly, either on your own accord or on behalf or in conjunction with any other person/s, firm or company refrain/desist from canvassing or soliciting or attempting to or inducing any employee(s)/business associate(s) to leave their current employment with the Bank/Group Companies/Business Partners to join the services of your new employer/firm/company or any other competitor of the Bank/Group Companies/Business Partners. Any act in contravention of the above provision shall entail initiation of appropriate action as deemed fit by the Bank.
- Please note that during the course of your services with the Bank you cannot be a member of any anti-social/national outfits or of any outfit which is declared as banned by the Government. Any act in breach of this term would entail initiation of appropriate action as deemed fit by the Bank.

:3:

**Reference No. - 1384045370**

Shiva Channa Basavara

- Please note that while joining the services of the Bank and during the course of your services with the Bank, you would be required to notify the Bank immediately with details of civil or criminal case/s instituted against you in any Court of Law or any complaint/show cause notice /prosecution with/by any Police Station or by any statutory authority, as also you will notify any outcome of such complaint like filing of Chargesheet /Arrest/Conviction/Acquittal/Discharge. Any act in breach of this term would entail initiation of appropriate action as deemed fit by the Bank.
- The Bank expects resolution of issue/s relating to your employment, if any, within the framework internally, at all times during your service period and even after cessation of service due to any reason whatsoever. As such please note that any attempt to bring any outside influence - directly or indirectly - upon any authority to further your interest/s in respect of matters pertaining to your services with the Bank would amount to breach of employment contract leading to initiation of appropriate action.
- Please note that during the course of your services with the Bank, you will not take part in any demonstration/agitation against the Bank and its official/s for or on behalf of any external bodies/political outfits- either as a member or as a sympathizer. Any act in contravention of the above would be treated as prejudicial to the interest and reputation of the Bank leading to initiation of appropriate action.
- **Termination of Employment:** Your services with the Bank are liable to be terminated:
- Without assigning any reason and without giving any notice during probation period and after confirmation by giving thirty days' notice or on payment of thirty days' gross salary in lieu of the notice period and at any time during your services with the Bank in the event of
  - a) Any breach of the conditions mentioned in this letter on your part
  - b) You not successfully completing the degree programme within the stipulated timeline during the current academic year and non-submission of your certificate and mark sheet within 3 months of result announcement
  - c) Any incorrect information furnished by you like:
    - Mismatch in your previous employment data even for a day
    - Mismatch in your previous pay slip
    - Fake qualification certificates etc; and
  - d) Suppression of any material information by you.
  - e) Any breach of the Rules and Regulations of the Bank as applicable/may be made applicable to you from time to time.

:4

**Reference No. - 1384045370**

Shiva Channa Basavara

**□ General:**

- Your appointment and continuation in employment are subject to reference checks, successful completion of your course during the current academic year and submission of your certificate and mark sheet within 3 months of joining.
- You will be bound by the Rules and Regulations of the Bank.
- You will keep us informed of any change in your residential address.
- Your acceptance is taken as your understanding that the role in ICICI Bank may involve sales. You may be required to travel extensively as per the requirement of your job/role or as may be needed for the exigencies of the Bank. Also, that you further understand that your services in the Bank are transferrable in any location and profile including sales, across geographies as per organization requirements. If you are agreeable to the above mentioned terms and conditions, please intimate your acceptance to us by returning a copy of this letter, duly signed by you, within seven days of receipt. In case no confirmation is received within the above-mentioned period the appointment letter shall be deemed to have been withdrawn.

Yours sincerely,

Amit Prakash

I have read all the terms and conditions of the offer and would like to confirm my acceptance

Signature of Applicant

**ICICI Bank Limited**  
ICICI Bank Towers  
Bandra-Kurla Complex  
Mumbai 400 051, India.

Tel.: (91-22) 2653 1414  
Fax: (91-22) 2653 1122  
Website [www.icicibank.com](http://www.icicibank.com)  
CIN.: L65190GJ1994PLC021012

Regd. Office : ICICI Bank Tower,  
Near Chakli Circle,  
Old Padra Road,  
Vadodara 390 007, India.

:5:

**Reference No. - 1384045370** Shiva  
Channa Basavara

**Annexure:**

**Remuneration:**

- Your Base Salary will be Rs. 84,000/- (Rupees Eighty Four Thousand only) per annum.
- You will eligible for the Performance Linked Retention Pay, as per the policy of the Bank. Please note that there is no guaranteed performance bonus, subject to however provisions of the Payment of Bonus Act 1965, wherever applicable. The performance linked Retention pay would be payable to an employee only if the employee on the day of payout is on the rolls of the bank and he/she has not resigned and / or is serving notice period.

**Supplementary Allowances:**

- You will be eligible for a Supplementary Allowance of Rs. 1,44,000/- (Rupees One Lakh Forty Four Thousand only) per annum. Supplementary allowance will include –Conveyance / Travel Allowance, LTA, Medical Reimbursement, Canteen and any other allowance. All the components of supplementary allowance are subject to limits and rules prescribed by Income tax act and policies of the bank.
- You will be eligible for HRA of Rs. 42,000/- (Rupees Forty Two Thousand only) per annum.
- The composition of supplementary allowance can be decided once in a year. The unexercised amount of the supplementary allowance will be paid to the employee subject to deduction of tax at source.

**Superannuation Allowances:**

- You will be eligible for a Superannuation Allowance of Rs. 12,600/- (Rupees Twelve Thousand Six Hundred only) per annum.

:6:

**Reference No. - 1384045370** Shiva  
Channa Basavara

**Benefits:**

- Comprehensive Mediclaim Coverage for you and your immediate family up to Rs.400,000/- (Rupees Four Lakh only) per annum. Your immediate family includes yourself, your spouse and dependent children. You will also be eligible for Retirement Benefits of the Bank; namely Provident Fund and Gratuity, in accordance with the statutory requirements and/or, as per Bank policy.
- The salary and perquisites including supplementary allowance are subject to limits and rules prescribed by the Income Tax Act / Rules and policies of the Company.
- Maternity leave benefits as defined under the Maternity Benefit (Amendment) Act, 2017 are offered to eligible women employees by the Bank. Details of all types of leaves including the Maternity leave benefits offered to employees and eligibility criteria for availing such benefits are notified by the Bank under "Employee Benefit Policies" available on the Bank's intranet which will be accessible upon joining the Bank.

Signature of Applicant

**JOINING FORMALITIES**

The process to join the Bank is by way of completing the online joining formalities. You are required to complete the online joining formalities within 5 days from the date of accepting offer letter. Please note that completion of online joining formalities is a mandatory process.

The login credentials are provided below:

**URL:** <https://www.icicicareers.com/Careers/CP/CandidateLogin.aspx>

**Username:** Registered email id or Applicant id



**Password:** Which has been already communicated to you through registered email id. In case, you do not remember the password, please use “forgot password “option to generate a new password.

Following documents (xerox copies) are required to be uploaded:

- 1) Self-attested copies of educational certificates and marksheets (Xth/XIIth/ Graduation/ Post graduation)
- 2) Work Experience Document
  - a. Resignation accepted letter from current organization
  - b. Relieving letter from two previous employers or companies worked in last five years whichever is higher
- 3) Passport size Photograph (against Red background)
- 4) Address proof (Passport/Voter id/Ration card)
- 5) PAN Card

Please note that you are required to attend Induction program (I-Banker) on your date of joining. You shall be communicated about the date, time and venue for induction program (I-Banker) by your Recruitment Manager.

#### Remuneration Details

**Name :** Shiva Channa Basavara

**Position:** Assistant Manager

**Group:** RETAIL BANKING GROUP

|                             | Assistant Manager |                 |
|-----------------------------|-------------------|-----------------|
|                             | Monthly           | Annual          |
| Basic                       | 7000              | 84,000          |
| HRA                         | 3,500             | 42,000          |
| Supplementary Allowance *   | 16,000            | 1,74,000        |
| Superannuation Allowance ** | 1050.00           | 12,600          |
|                             |                   |                 |
| <b>Total</b>                | <b>23,550</b>     | <b>2,82,600</b> |
|                             |                   |                 |

**ICICI Bank Limited**  
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Bandra-Kurla Complex  
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CIN.: L65190GJ1994PLC021012

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Near Chakli Circle,  
Old Padra Road,  
Vadodara 390 007, India.





|                                                                                                                                                                            |               |                 |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|-----------------|
| Retirals                                                                                                                                                                   |               |                 |
| Retirals (PF, Gratuity) ***                                                                                                                                                | 2,383         | 28,596          |
|                                                                                                                                                                            |               |                 |
| <b>Total CTC</b>                                                                                                                                                           | <b>25,933</b> | <b>3,11,196</b> |
|                                                                                                                                                                            |               |                 |
| Performance Linked Retention Pay #                                                                                                                                         | 2,250         | 27,000          |
|                                                                                                                                                                            |               |                 |
| <b>Total (incl PLRP)</b>                                                                                                                                                   | <b>28196</b>  | <b>350196</b>   |
| * Supplementary allowance will include Conveyance / Travel allowance, LTA, Medical, Canteen and any other allowance                                                        |               |                 |
| *** You will be eligible for Retirement Benefits of the Bank; namely Provident Fund and Gratuity, in accordance with the statutory requirements and/or, as per Bank policy |               |                 |
| #Please note that there is no guaranteed performance linked retention pay, subject to however provisions of the payment of Bonus Act 1965, wherever applicable.            |               |                 |

**Date:** 05-Apr-2022

**ICICI Bank Limited**  
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PRIVATE AND CONFIDENTIAL

**Reference No. - 1384045361**

**Applicant ID - 4394132**

05-Apr-2022

Show Lung Chang

Dear Show Lung Chang,

We take great pleasure in extending an offer to you for being a part of ICICI Bank.

Please find enclosed the job offer letter. Kindly note, that the offer of appointment is subject to you having fulfilled the requirements of successful completion of the degree programme within the timeline- which is the basic requirement of your eligibility. In an event, where the laid out requirements are not met within the stipulated timeline, this offer shall be withdrawn, cancelled and stand revoked which please take a note of.

Please quote your reference number, which is appearing on the top of this letter for all future correspondence.

In case you have any queries please feel free to contact at the below mentioned details:

E-Mail Address : [icicicareers@icicibank.com](mailto:icicicareers@icicibank.com)

Telephone No. : 022-71872500

Yours sincerely,

ICICI Bank HR Team

PRIVATE AND CONFIDENTIAL

**Reference No. - 1384045361**

**Applicant ID - 4394132**

05-Apr-2022

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Dear Show Lung Chang,

We are pleased to make you an offer of appointment as Assistant Manager in ICICI Bank. You will be placed in CORPORATE EMP SOLUTIONS GROUP at BENGALURU - R T NAGAR\_BR.

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The details of your remuneration and benefits are given in Annexure.

The following are the terms and conditions of the appointment.

**Commencement/Term:**

- You shall be required to join the Bank on or before 22-Apr-2022.
- You will be on probation for a period of one year or such extended period as may be decided by the Bank based on your performance during the probation period.
- On satisfactory completion of your probation period, including that of extended period, if any, you will be confirmed in the services of the Bank in writing.

**Other Terms and Conditions of Service:**

**a) Professional Ethics & Confidentiality:** While you are in the services of the Bank, you are not permitted to carry on any business or profession or enter, for any part of your time, in any capacity, the services of, or be employed by or engaged with any other firm, company or person. You will devote your whole time and attention to your office work to promote the interest of the Bank. You will not divulge details like your compensation structure (CTC), performance rating, performance bonus amount, increment, etc. and will not divulge to any person or utilize any of the Bank's secrets or other related information (which you may possess by reason of your association with the Bank) with any external agencies, press etc. outside the Bank. Any act in breach of this term would entail initiation of appropriate action as deemed fit by the Bank.

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:2:

**Reference No. - 1384045361**

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:3:

**Reference No. - 1384045361**

Show Lung Chang

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:4

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Show Lung Chang

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Yours sincerely,

Amit Prakash

I have read all the terms and conditions of the offer and would like to confirm my acceptance

Signature of Applicant

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:5:

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Lung Chang

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**Remuneration:**

- Your Base Salary will be Rs. 84,000/- (Rupees Eighty Four Thousand only) per annum.
- You will eligible for the Performance Linked Retention Pay, as per the policy of the Bank. Please note that there is no guaranteed performance bonus, subject to however provisions of the Payment of Bonus Act 1965, wherever applicable. The performance linked Retention pay would be payable to an employee only if the employee on the day of payout is on the rolls of the bank and he/she has not resigned and / or is serving notice period.

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**Superannuation Allowances:**

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:6:

**Reference No. - 1384045361** Show  
Lung Chang

**Benefits:**

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**Password:** Which has been already communicated to you through registered email id. In case, you do not remember the password, please use “forgot password “option to generate a new password.

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  - a. Resignation accepted letter from current organization
  - b. Relieving letter from two previous employers or companies worked in last five years whichever is higher
- 3) Passport size Photograph (against Red background)
- 4) Address proof (Passport/Voter id/Ration card)
- 5) PAN Card

Please note that you are required to attend Induction program (I-Banker) on your date of joining. You shall be communicated about the date, time and venue for induction program (I-Banker) by your Recruitment Manager.

#### Remuneration Details

**Name :** Show Lung Chang

**Position:** Assistant Manager

**Group:** RETAIL BANKING GROUP

|                             | Assistant Manager |                 |
|-----------------------------|-------------------|-----------------|
|                             | Monthly           | Annual          |
| Basic                       | 7000              | 84,000          |
| HRA                         | 3,500             | 42,000          |
| Supplementary Allowance *   | 16,000            | 1,74,000        |
| Superannuation Allowance ** | 1050.00           | 12,600          |
|                             |                   |                 |
| <b>Total</b>                | <b>23,550</b>     | <b>2,82,600</b> |
|                             |                   |                 |





|                                                                                                                                                                            |               |                 |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|-----------------|
| Retirals                                                                                                                                                                   |               |                 |
| Retirals (PF, Gratuity) ***                                                                                                                                                | 2,383         | 28,596          |
|                                                                                                                                                                            |               |                 |
| <b>Total CTC</b>                                                                                                                                                           | <b>25,933</b> | <b>3,11,196</b> |
|                                                                                                                                                                            |               |                 |
| Performance Linked Retention Pay #                                                                                                                                         | 2,250         | 27,000          |
|                                                                                                                                                                            |               |                 |
| <b>Total (incl PLRP)</b>                                                                                                                                                   | <b>28196</b>  | <b>350196</b>   |
| * Supplementary allowance will include Conveyance / Travel allowance, LTA, Medical, Canteen and any other allowance                                                        |               |                 |
| *** You will be eligible for Retirement Benefits of the Bank; namely Provident Fund and Gratuity, in accordance with the statutory requirements and/or, as per Bank policy |               |                 |
| #Please note that there is no guaranteed performance linked retention pay, subject to however provisions of the payment of Bonus Act 1965, wherever applicable.            |               |                 |

**Date:** 05-Apr-2022

**ICICI Bank Limited**  
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Vadodara 390 007, India.



PRIVATE AND CONFIDENTIAL

**Reference No. - 1384045359**

**Applicant ID - 4394130**

05-Apr-2022

Shreyaan Shailesh Kumar

Dear Shreyaan Shailesh Kumar,

We take great pleasure in extending an offer to you for being a part of ICICI Bank.

Please find enclosed the job offer letter. Kindly note, that the offer of appointment is subject to you having fulfilled the requirements of successful completion of the degree programme within the timeline- which is the basic requirement of your eligibility. In an event, where the laid out requirements are not met within the stipulated timeline, this offer shall be withdrawn, cancelled and stand revoked which please take a note of.

Please quote your reference number, which is appearing on the top of this letter for all future correspondence.

In case you have any queries please feel free to contact at the below mentioned details:

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Telephone No. : 022-71872500

Yours sincerely,

ICICI Bank HR Team

PRIVATE AND CONFIDENTIAL

**Reference No. - 1384045359**

**Applicant ID - 4394130**

05-Apr-2022

Shreyaan Shailesh Kumar

Dear Shreyaan Shailesh Kumar,

We are pleased to make you an offer of appointment as Assistant Manager in ICICI Bank. You will be placed in CORPORATE EMP SOLUTIONS GROUP at BENGALURU - R T NAGAR\_BR.

Kindly note, that the offer of appointment is subject to you having fulfilled the requirements of successful completion of the degree programme within the timeline- which is the basic requirement of your eligibility. In an event, where the laid out requirements are not met within the stipulated timeline, this offer shall be withdrawn, cancelled and stand revoked which please take a note of.

The details of your remuneration and benefits are given in Annexure.

The following are the terms and conditions of the appointment.

**Commencement/Term:**

- You shall be required to join the Bank on or before 22-Apr-2022.
- You will be on probation for a period of one year or such extended period as may be decided by the Bank based on your performance during the probation period.
- On satisfactory completion of your probation period, including that of extended period, if any, you will be confirmed in the services of the Bank in writing.

**Other Terms and Conditions of Service:**

**a) Professional Ethics & Confidentiality:** While you are in the services of the Bank, you are not permitted to carry on any business or profession or enter, for any part of your time, in any capacity, the services of, or be employed by or engaged with any other firm, company or person. You will devote your whole time and attention to your office work to promote the interest of the Bank. You will not divulge details like your compensation structure (CTC), performance rating, performance bonus amount, increment, etc. and will not divulge to any person or utilize any of the Bank's secrets or other related information (which you may possess by reason of your association with the Bank) with any external agencies, press etc. outside the Bank. Any act in breach of this term would entail initiation of appropriate action as deemed fit by the Bank.

- b) **IT Security Practice & Procedures:** While you are in the services of the Bank, you will adhere to the IT Security Practice & Procedures as prescribed by ICICI Bank. Any instance/s of violation or any attempted violation of the aforesaid IT Security Practices and Procedures on your part shall result in disciplinary action.

:2:

**Reference No. - 1384045359**

- Shreyaan Shailesh Kumar
- **Notice Period:** In case you decide to leave the Bank's services during probation period or after confirmation, you will be required to give thirty days' notice. The Bank in its sole discretion can decide to waive off/reduce the notice period depending upon the exigencies. In such case, you would be required to pay to the Bank the gross salary for the notice period so reduced/waived off.

After confirmation, your services would be liable to be terminated by the Bank, by giving thirty days' notice or on payment of thirty days' gross salary in lieu of the notice period.

- **Transfer:** The Bank shall have the right to transfer/depute you to any of its offices or ICICI group companies in India and abroad.
- **Joining Competitor:** In the event of termination of your services by the Bank or your resignation from the services of the Bank, you shall not join any Banking or Financial Services Company for a period of six months from the date of resignation/termination.
- Please note that during the course of your services with the Bank or in the event of cessation of your services in future, due to any reason whatsoever, you shall, for a period of six months from the date of such cessation, directly or indirectly, either on your own accord or on behalf or in conjunction with any other person/s, firm or company refrain/desist from canvassing or soliciting or attempting to or inducing any employee(s)/business associate(s) to leave their current employment with the Bank/Group Companies/Business Partners to join the services of your new employer/firm/company or any other competitor of the Bank/Group Companies/Business Partners. Any act in contravention of the above provision shall entail initiation of appropriate action as deemed fit by the Bank.
- Please note that during the course of your services with the Bank you cannot be a member of any anti-social/national outfits or of any outfit which is declared as banned by the Government. Any act in breach of this term would entail initiation of appropriate action as deemed fit by the Bank.

:3:

**Reference No. - 1384045359**

Shreyaan Shailesh Kumar

- Please note that while joining the services of the Bank and during the course of your services with the Bank, you would be required to notify the Bank immediately with details of civil or criminal case/s instituted against you in any Court of Law or any complaint/show cause notice /prosecution with/by any Police Station or by any statutory authority, as also you will notify any outcome of such complaint like filing of Chargesheet /Arrest/Conviction/Acquittal/Discharge. Any act in breach of this term would entail initiation of appropriate action as deemed fit by the Bank.
- The Bank expects resolution of issue/s relating to your employment, if any, within the framework internally, at all times during your service period and even after cessation of service due to any reason whatsoever. As such please note that any attempt to bring any outside influence - directly or indirectly - upon any authority to further your interest/s in respect of matters pertaining to your services with the Bank would amount to breach of employment contract leading to initiation of appropriate action.
- Please note that during the course of your services with the Bank, you will not take part in any demonstration/agitation against the Bank and its official/s for or on behalf of any external bodies/political outfits- either as a member or as a sympathizer. Any act in contravention of the above would be treated as prejudicial to the interest and reputation of the Bank leading to initiation of appropriate action.
- **Termination of Employment:** Your services with the Bank are liable to be terminated:
- Without assigning any reason and without giving any notice during probation period and after confirmation by giving thirty days' notice or on payment of thirty days' gross salary in lieu of the notice period and at any time during your services with the Bank in the event of
  - a) Any breach of the conditions mentioned in this letter on your part
  - b) You not successfully completing the degree programme within the stipulated timeline during the current academic year and non-submission of your certificate and mark sheet within 3 months of result announcement
  - c) Any incorrect information furnished by you like:
    - Mismatch in your previous employment data even for a day
    - Mismatch in your previous pay slip
    - Fake qualification certificates etc; and
  - d) Suppression of any material information by you.
  - e) Any breach of the Rules and Regulations of the Bank as applicable/may be made applicable to you from time to time.

:4

**Reference No. - 1384045359**

Shreyaan Shailesh Kumar

**□ General:**

- Your appointment and continuation in employment are subject to reference checks, successful completion of your course during the current academic year and submission of your certificate and mark sheet within 3 months of joining.
- You will be bound by the Rules and Regulations of the Bank.
- You will keep us informed of any change in your residential address.
- Your acceptance is taken as your understanding that the role in ICICI Bank may involve sales. You may be required to travel extensively as per the requirement of your job/role or as may be needed for the exigencies of the Bank. Also, that you further understand that your services in the Bank are transferrable in any location and profile including sales, across geographies as per organization requirements. If you are agreeable to the above mentioned terms and conditions, please intimate your acceptance to us by returning a copy of this letter, duly signed by you, within seven days of receipt. In case no confirmation is received within the above-mentioned period the appointment letter shall be deemed to have been withdrawn.

Yours sincerely,

Amit Prakash

I have read all the terms and conditions of the offer and would like to confirm my acceptance

Signature of Applicant

**ICICI Bank Limited**  
ICICI Bank Towers  
Bandra-Kurla Complex  
Mumbai 400 051, India.

Tel.: (91-22) 2653 1414  
Fax: (91-22) 2653 1122  
Website [www.icicibank.com](http://www.icicibank.com)  
CIN.: L65190GJ1994PLC021012

Regd. Office : ICICI Bank Tower,  
Near Chakli Circle,  
Old Padra Road,  
Vadodara 390 007, India.

:5:

**Reference No. - 1384045359**

Shreyaan Shailesh Kumar

**Annexure:**

**Remuneration:**

- Your Base Salary will be Rs. 84,000/- (Rupees Eighty Four Thousand only) per annum.
- You will be eligible for the Performance Linked Retention Pay, as per the policy of the Bank. Please note that there is no guaranteed performance bonus, subject to however provisions of the Payment of Bonus Act 1965, wherever applicable. The performance linked Retention pay would be payable to an employee only if the employee on the day of payout is on the rolls of the bank and he/she has not resigned and / or is serving notice period.

**Supplementary Allowances:**

- You will be eligible for a Supplementary Allowance of Rs. 1,44,000/- (Rupees One Lakh Forty Four Thousand only) per annum. Supplementary allowance will include –Conveyance / Travel Allowance, LTA, Medical Reimbursement, Canteen and any other allowance. All the components of supplementary allowance are subject to limits and rules prescribed by Income tax act and policies of the bank.
- You will be eligible for HRA of Rs. 42,000/- (Rupees Forty Two Thousand only) per annum.
- The composition of supplementary allowance can be decided once in a year. The unexercised amount of the supplementary allowance will be paid to the employee subject to deduction of tax at source.

**Superannuation Allowances:**

- You will be eligible for a Superannuation Allowance of Rs. 12,600/- (Rupees Twelve Thousand Six Hundred only) per annum.

:6:

**Reference No. - 1384045359**

Shreyaan Shailesh Kumar

**Benefits:**

- Comprehensive Mediclaim Coverage for you and your immediate family up to Rs.400,000/- (Rupees Four Lakh only) per annum. Your immediate family includes yourself, your spouse and dependent children. You will also be eligible for Retirement Benefits of the Bank; namely Provident Fund and Gratuity, in accordance with the statutory requirements and/or, as per Bank policy.
- The salary and perquisites including supplementary allowance are subject to limits and rules prescribed by the Income Tax Act / Rules and policies of the Company.
- Maternity leave benefits as defined under the Maternity Benefit (Amendment) Act, 2017 are offered to eligible women employees by the Bank. Details of all types of leaves including the Maternity leave benefits offered to employees and eligibility criteria for availing such benefits are notified by the Bank under "Employee Benefit Policies" available on the Bank's intranet which will be accessible upon joining the Bank.

Signature of Applicant

**JOINING FORMALITIES**

The process to join the Bank is by way of completing the online joining formalities. You are required to complete the online joining formalities within 5 days from the date of accepting offer letter. Please note that completion of online joining formalities is a mandatory process.

The login credentials are provided below:

**URL:** <https://www.icicicareers.com/Careers/CP/CandidateLogin.aspx>

**Username:** Registered email id or Applicant id



**Password:** Which has been already communicated to you through registered email id. In case, you do not remember the password, please use “forgot password “option to generate a new password.

Following documents (xerox copies) are required to be uploaded:

- 1) Self-attested copies of educational certificates and marksheets (Xth/XIIth/ Graduation/ Post graduation)
- 2) Work Experience Document
  - a. Resignation accepted letter from current organization
  - b. Relieving letter from two previous employers or companies worked in last five years whichever is higher
- 3) Passport size Photograph (against Red background)
- 4) Address proof (Passport/Voter id/Ration card)
- 5) PAN Card

Please note that you are required to attend Induction program (I-Banker) on your date of joining. You shall be communicated about the date, time and venue for induction program (I-Banker) by your Recruitment Manager.

#### Remuneration Details

**Name :** Shreyaan Shailesh Kumar

**Position:** Assistant Manager

**Group:** RETAIL BANKING GROUP

|                             | Assistant Manager |                 |
|-----------------------------|-------------------|-----------------|
|                             | Monthly           | Annual          |
| Basic                       | 7000              | 84,000          |
| HRA                         | 3,500             | 42,000          |
| Supplementary Allowance *   | 16,000            | 1,74,000        |
| Superannuation Allowance ** | 1050.00           | 12,600          |
|                             |                   |                 |
| <b>Total</b>                | <b>23,550</b>     | <b>2,82,600</b> |
|                             |                   |                 |



|                                                                                                                                                                            |               |                 |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|-----------------|
| Retirals                                                                                                                                                                   |               |                 |
| Retirals (PF, Gratuity) ***                                                                                                                                                | 2,383         | 28,596          |
|                                                                                                                                                                            |               |                 |
| <b>Total CTC</b>                                                                                                                                                           | <b>25,933</b> | <b>3,11,196</b> |
|                                                                                                                                                                            |               |                 |
| Performance Linked Retention Pay #                                                                                                                                         | 2,250         | 27,000          |
|                                                                                                                                                                            |               |                 |
| <b>Total (incl PLRP)</b>                                                                                                                                                   | <b>28196</b>  | <b>350196</b>   |
| * Supplementary allowance will include Conveyance / Travel allowance, LTA, Medical, Canteen and any other allowance                                                        |               |                 |
| *** You will be eligible for Retirement Benefits of the Bank; namely Provident Fund and Gratuity, in accordance with the statutory requirements and/or, as per Bank policy |               |                 |
| #Please note that there is no guaranteed performance linked retention pay, subject to however provisions of the payment of Bonus Act 1965, wherever applicable.            |               |                 |

**Date:** 05-Apr-2022

**ICICI Bank Limited**  
ICICI Bank Towers  
Bandra-Kurla Complex  
Mumbai 400 051, India.

Tel.: (91-22) 2653 1414  
Fax: (91-22) 2653 1122  
Website [www.icicibank.com](http://www.icicibank.com)  
CIN.: L65190GJ1994PLC021012

Regd. Office : ICICI Bank Tower,  
Near Chakli Circle,  
Old Padra Road,  
Vadodara 390 007, India.



PRIVATE AND CONFIDENTIAL

**Reference No. - 1384045371**

**Applicant ID - 4394142**

05-Apr-2022

Suhas Gowda

Dear Suhas Gowda,

We take great pleasure in extending an offer to you for being a part of ICICI Bank.

Please find enclosed the job offer letter. Kindly note, that the offer of appointment is subject to you having fulfilled the requirements of successful completion of the degree programme within the timeline- which is the basic requirement of your eligibility. In an event, where the laid out requirements are not met within the stipulated timeline, this offer shall be withdrawn, cancelled and stand revoked which please take a note of.

Please quote your reference number, which is appearing on the top of this letter for all future correspondence.

In case you have any queries please feel free to contact at the below mentioned details:

E-Mail Address : [icicicareers@icicibank.com](mailto:icicicareers@icicibank.com)

Telephone No. : 022-71872500

Yours sincerely,

ICICI Bank HR Team

PRIVATE AND CONFIDENTIAL

**Reference No. - 1384045371**

**Applicant ID - 4394142**

05-Apr-2022

Suhas Gowda

Dear Suhas Gowda,

We are pleased to make you an offer of appointment as Assistant Manager in ICICI Bank. You will be placed in CORPORATE EMP SOLUTIONS GROUP at BENGALURU - R T NAGAR\_BR.

Kindly note, that the offer of appointment is subject to you having fulfilled the requirements of successful completion of the degree programme within the timeline- which is the basic requirement of your eligibility. In an event, where the laid out requirements are not met within the stipulated timeline, this offer shall be withdrawn, cancelled and stand revoked which please take a note of.

The details of your remuneration and benefits are given in Annexure.

The following are the terms and conditions of the appointment.

**Commencement/Term:**

- You shall be required to join the Bank on or before 22-Apr-2022.
- You will be on probation for a period of one year or such extended period as may be decided by the Bank based on your performance during the probation period.
- On satisfactory completion of your probation period, including that of extended period, if any, you will be confirmed in the services of the Bank in writing.

**Other Terms and Conditions of Service:**

**a) Professional Ethics & Confidentiality:** While you are in the services of the Bank, you are not permitted to carry on any business or profession or enter, for any part of your time, in any capacity, the services of, or be employed by or engaged with any other firm, company or person. You will devote your whole time and attention to your office work to promote the interest of the Bank. You will not divulge details like your compensation structure (CTC), performance rating, performance bonus amount, increment, etc. and will not divulge to any person or utilize any of the Bank's secrets or other related information (which you may possess by reason of your association with the Bank) with any external agencies, press etc. outside the Bank. Any act in breach of this term would entail initiation of appropriate action as deemed fit by the Bank.

- b) **IT Security Practice & Procedures:** While you are in the services of the Bank, you will adhere to the IT Security Practice & Procedures as prescribed by ICICI Bank. Any instance/s of violation or any attempted violation of the aforesaid IT Security Practices and Procedures on your part shall result in disciplinary action.

:2:

**Reference No. - 1384045371**

- Suhas Gowda
- **Notice Period:** In case you decide to leave the Bank's services during probation period or after confirmation, you will be required to give thirty days' notice. The Bank in its sole discretion can decide to waive off/reduce the notice period depending upon the exigencies. In such case, you would be required to pay to the Bank the gross salary for the notice period so reduced/waived off.

After confirmation, your services would be liable to be terminated by the Bank, by giving thirty days' notice or on payment of thirty days' gross salary in lieu of the notice period.

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- **Joining Competitor:** In the event of termination of your services by the Bank or your resignation from the services of the Bank, you shall not join any Banking or Financial Services Company for a period of six months from the date of resignation/termination.
- Please note that during the course of your services with the Bank or in the event of cessation of your services in future, due to any reason whatsoever, you shall, for a period of six months from the date of such cessation, directly or indirectly, either on your own accord or on behalf or in conjunction with any other person/s, firm or company refrain/desist from canvassing or soliciting or attempting to or inducing any employee(s)/business associate(s) to leave their current employment with the Bank/Group Companies/Business Partners to join the services of your new employer/firm/company or any other competitor of the Bank/Group Companies/Business Partners. Any act in contravention of the above provision shall entail initiation of appropriate action as deemed fit by the Bank.
- Please note that during the course of your services with the Bank you cannot be a member of any anti-social/national outfits or of any outfit which is declared as banned by the Government. Any act in breach of this term would entail initiation of appropriate action as deemed fit by the Bank.

:3:

**Reference No. - 1384045371**

Suhas Gowda

- Please note that while joining the services of the Bank and during the course of your services with the Bank, you would be required to notify the Bank immediately with details of civil or criminal case/s instituted against you in any Court of Law or any complaint/show cause notice /prosecution with/by any Police Station or by any statutory authority, as also you will notify any outcome of such complaint like filing of Chargesheet /Arrest/Conviction/Acquittal/Discharge. Any act in breach of this term would entail initiation of appropriate action as deemed fit by the Bank.
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- Please note that during the course of your services with the Bank, you will not take part in any demonstration/agitation against the Bank and its official/s for or on behalf of any external bodies/political outfits- either as a member or as a sympathizer. Any act in contravention of the above would be treated as prejudicial to the interest and reputation of the Bank leading to initiation of appropriate action.
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  - b) You not successfully completing the degree programme within the stipulated timeline during the current academic year and non-submission of your certificate and mark sheet within 3 months of result announcement
  - c) Any incorrect information furnished by you like:
    - Mismatch in your previous employment data even for a day
    - Mismatch in your previous pay slip
    - Fake qualification certificates etc; and
  - d) Suppression of any material information by you.
  - e) Any breach of the Rules and Regulations of the Bank as applicable/may be made applicable to you from time to time.

**Reference No. - 1384045371**

Suhas Gowda

**□ General:**

- Your appointment and continuation in employment are subject to reference checks, successful completion of your course during the current academic year and submission of your certificate and mark sheet within 3 months of joining.
- You will be bound by the Rules and Regulations of the Bank.
- You will keep us informed of any change in your residential address.
- Your acceptance is taken as your understanding that the role in ICICI Bank may involve sales. You may be required to travel extensively as per the requirement of your job/role or as may be needed for the exigencies of the Bank. Also, that you further understand that your services in the Bank are transferrable in any location and profile including sales, across geographies as per organization requirements. If you are agreeable to the above mentioned terms and conditions, please intimate your acceptance to us by returning a copy of this letter, duly signed by you, within seven days of receipt. In case no confirmation is received within the above-mentioned period the appointment letter shall be deemed to have been withdrawn.

Yours sincerely,

Amit Prakash

I have read all the terms and conditions of the offer and would like to confirm my acceptance

Signature of Applicant

:5:

**Reference No. - 1384045371**

Suhas Gowda

**Annexure:**

**Remuneration:**

- Your Base Salary will be Rs. 84,000/- (Rupees Eighty Four Thousand only) per annum.
- You will eligible for the Performance Linked Retention Pay, as per the policy of the Bank. Please note that there is no guaranteed performance bonus, subject to however provisions of the Payment of Bonus Act 1965, wherever applicable. The performance linked Retention pay would be payable to an employee only if the employee on the day of payout is on the rolls of the bank and he/she has not resigned and / or is serving notice period.

**Supplementary Allowances:**

- You will be eligible for a Supplementary Allowance of Rs. 1,44,000/- (Rupees One Lakh Forty Four Thousand only) per annum. Supplementary allowance will include –Conveyance / Travel Allowance, LTA, Medical Reimbursement, Canteen and any other allowance. All the components of supplementary allowance are subject to limits and rules prescribed by Income tax act and policies of the bank.
- You will be eligible for HRA of Rs. 42,000/- (Rupees Forty Two Thousand only) per annum.
- The composition of supplementary allowance can be decided once in a year. The unexercised amount of the supplementary allowance will be paid to the employee subject to deduction of tax at source.

**Superannuation Allowances:**

- You will be eligible for a Superannuation Allowance of Rs. 12,600/- (Rupees Twelve Thousand Six Hundred only) per annum.

:6:



**Reference No. - 1384045371**

Suhas Gowda

**Benefits:**

- Comprehensive Mediclaim Coverage for you and your immediate family up to Rs.400,000/- (Rupees Four Lakh only) per annum. Your immediate family includes yourself, your spouse and dependent children. You will also be eligible for Retirement Benefits of the Bank; namely Provident Fund and Gratuity, in accordance with the statutory requirements and/or, as per Bank policy.
- The salary and perquisites including supplementary allowance are subject to limits and rules prescribed by the Income Tax Act / Rules and policies of the Company.
- Maternity leave benefits as defined under the Maternity Benefit (Amendment) Act, 2017 are offered to eligible women employees by the Bank. Details of all types of leaves including the Maternity leave benefits offered to employees and eligibility criteria for availing such benefits are notified by the Bank under "Employee Benefit Policies" available on the Bank's intranet which will be accessible upon joining the Bank.

Signature of Applicant

**JOINING FORMALITIES**

The process to join the Bank is by way of completing the online joining formalities. You are required to complete the online joining formalities within 5 days from the date of accepting offer letter. Please note that completion of online joining formalities is a mandatory process.

The login credentials are provided below:

**URL:** <https://www.icicicareers.com/Careers/CP/CandidateLogin.aspx>

**Username:** Registered email id or Applicant id



**Password:** Which has been already communicated to you through registered email id. In case, you do not remember the password, please use “forgot password “option to generate a new password.

Following documents (xerox copies) are required to be uploaded:

- 1) Self-attested copies of educational certificates and marksheets (Xth/XIIth/ Graduation/ Post graduation)
- 2) Work Experience Document
  - a. Resignation accepted letter from current organization
  - b. Relieving letter from two previous employers or companies worked in last five years whichever is higher
- 3) Passport size Photograph (against Red background)
- 4) Address proof (Passport/Voter id/Ration card)
- 5) PAN Card

Please note that you are required to attend Induction program (I-Banker) on your date of joining. You shall be communicated about the date, time and venue for induction program (I-Banker) by your Recruitment Manager.

#### Remuneration Details

**Name :** Suhas Gowda

**Position:** Assistant Manager

**Group:** RETAIL BANKING GROUP

|                             | Assistant Manager |                 |
|-----------------------------|-------------------|-----------------|
|                             | Monthly           | Annual          |
| Basic                       | 7000              | 84,000          |
| HRA                         | 3,500             | 42,000          |
| Supplementary Allowance *   | 16,000            | 1,74,000        |
| Superannuation Allowance ** | 1050.00           | 12,600          |
|                             |                   |                 |
| <b>Total</b>                | <b>23,550</b>     | <b>2,82,600</b> |
|                             |                   |                 |

**ICICI Bank Limited**  
ICICI Bank Towers  
Bandra-Kurla Complex  
Mumbai 400 051, India.

Tel.: (91-22) 2653 1414  
Fax: (91-22) 2653 1122  
Website [www.icicibank.com](http://www.icicibank.com)  
CIN.: L65190GJ1994PLC021012

Regd. Office : ICICI Bank Tower,  
Near Chakli Circle,  
Old Padra Road,  
Vadodara 390 007, India.



|                                                                                                                                                                            |               |                 |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|-----------------|
| Retirals                                                                                                                                                                   |               |                 |
| Retirals (PF, Gratuity) ***                                                                                                                                                | 2,383         | 28,596          |
|                                                                                                                                                                            |               |                 |
| <b>Total CTC</b>                                                                                                                                                           | <b>25,933</b> | <b>3,11,196</b> |
|                                                                                                                                                                            |               |                 |
| Performance Linked Retention Pay #                                                                                                                                         | 2,250         | 27,000          |
|                                                                                                                                                                            |               |                 |
| <b>Total (incl PLRP)</b>                                                                                                                                                   | <b>28196</b>  | <b>350196</b>   |
| * Supplementary allowance will include Conveyance / Travel allowance, LTA, Medical, Canteen and any other allowance                                                        |               |                 |
| *** You will be eligible for Retirement Benefits of the Bank; namely Provident Fund and Gratuity, in accordance with the statutory requirements and/or, as per Bank policy |               |                 |
| #Please note that there is no guaranteed performance linked retention pay, subject to however provisions of the payment of Bonus Act 1965, wherever applicable.            |               |                 |

**Date:** 05-Apr-2022

**ICICI Bank Limited**  
ICICI Bank Towers  
Bandra-Kurla Complex  
Mumbai 400 051, India.

Tel.: (91-22) 2653 1414  
Fax: (91-22) 2653 1122  
Website [www.icicibank.com](http://www.icicibank.com)  
CIN.: L65190GJ1994PLC021012

Regd. Office : ICICI Bank Tower,  
Near Chakli Circle,  
Old Padra Road,  
Vadodara 390 007, India.



PRIVATE AND CONFIDENTIAL

**Reference No. - 1384045373**

**Applicant ID - 4394144**

05-Apr-2022

Thoyam A

Dear Thoyam A,

We take great pleasure in extending an offer to you for being a part of ICICI Bank.

Please find enclosed the job offer letter. Kindly note, that the offer of appointment is subject to you having fulfilled the requirements of successful completion of the degree programme within the timeline- which is the basic requirement of your eligibility. In an event, where the laid out requirements are not met within the stipulated timeline, this offer shall be withdrawn, cancelled and stand revoked which please take a note of.

Please quote your reference number, which is appearing on the top of this letter for all future correspondence.

In case you have any queries please feel free to contact at the below mentioned details:

E-Mail Address : [icicicareers@icicibank.com](mailto:icicicareers@icicibank.com)

Telephone No. : 022-71872500

Yours sincerely,

ICICI Bank HR Team

PRIVATE AND CONFIDENTIAL

**Reference No. - 1384045373**

**Applicant ID - 4394144**

05-Apr-2022

Thoyam A

Dear Thoyam A,

We are pleased to make you an offer of appointment as Assistant Manager in ICICI Bank. You will be placed in CORPORATE EMP SOLUTIONS GROUP at BENGALURU - R T NAGAR\_BR.

Kindly note, that the offer of appointment is subject to you having fulfilled the requirements of successful completion of the degree programme within the timeline- which is the basic requirement of your eligibility. In an event, where the laid out requirements are not met within the stipulated timeline, this offer shall be withdrawn, cancelled and stand revoked which please take a note of.

The details of your remuneration and benefits are given in Annexure.

The following are the terms and conditions of the appointment.

**Commencement/Term:**

- You shall be required to join the Bank on or before 22-Apr-2022.
- You will be on probation for a period of one year or such extended period as may be decided by the Bank based on your performance during the probation period.
- On satisfactory completion of your probation period, including that of extended period, if any, you will be confirmed in the services of the Bank in writing.

**Other Terms and Conditions of Service:**

**a) Professional Ethics & Confidentiality:** While you are in the services of the Bank, you are not permitted to carry on any business or profession or enter, for any part of your time, in any capacity, the services of, or be employed by or engaged with any other firm, company or person. You will devote your whole time and attention to your office work to promote the interest of the Bank. You will not divulge details like your compensation structure (CTC), performance rating, performance bonus amount, increment, etc. and will not divulge to any person or utilize any of the Bank's secrets or other related information (which you may possess by reason of your association with the Bank) with any external agencies, press etc. outside the Bank. Any act in breach of this term would entail initiation of appropriate action as deemed fit by the Bank.

- b) **IT Security Practice & Procedures:** While you are in the services of the Bank, you will adhere to the IT Security Practice & Procedures as prescribed by ICICI Bank. Any instance/s of violation or any attempted violation of the aforesaid IT Security Practices and Procedures on your part shall result in disciplinary action.

:2:

**Reference No. - 1384045373**

- Thoyam A
- **Notice Period:** In case you decide to leave the Bank's services during probation period or after confirmation, you will be required to give thirty days' notice. The Bank in its sole discretion can decide to waive off/reduce the notice period depending upon the exigencies. In such case, you would be required to pay to the Bank the gross salary for the notice period so reduced/waived off.

After confirmation, your services would be liable to be terminated by the Bank, by giving thirty days' notice or on payment of thirty days' gross salary in lieu of the notice period.

- **Transfer:** The Bank shall have the right to transfer/depute you to any of its offices or ICICI group companies in India and abroad.
- **Joining Competitor:** In the event of termination of your services by the Bank or your resignation from the services of the Bank, you shall not join any Banking or Financial Services Company for a period of six months from the date of resignation/termination.
- Please note that during the course of your services with the Bank or in the event of cessation of your services in future, due to any reason whatsoever, you shall, for a period of six months from the date of such cessation, directly or indirectly, either on your own accord or on behalf or in conjunction with any other person/s, firm or company refrain/desist from canvassing or soliciting or attempting to or inducing any employee(s)/business associate(s) to leave their current employment with the Bank/Group Companies/Business Partners to join the services of your new employer/firm/company or any other competitor of the Bank/Group Companies/Business Partners. Any act in contravention of the above provision shall entail initiation of appropriate action as deemed fit by the Bank.
- Please note that during the course of your services with the Bank you cannot be a member of any anti-social/national outfits or of any outfit which is declared as banned by the Government. Any act in breach of this term would entail initiation of appropriate action as deemed fit by the Bank.

:3:

**Reference No. - 1384045373**

Thoyam A

- Please note that while joining the services of the Bank and during the course of your services with the Bank, you would be required to notify the Bank immediately with details of civil or criminal case/s instituted against you in any Court of Law or any complaint/show cause notice /prosecution with/by any Police Station or by any statutory authority, as also you will notify any outcome of such complaint like filing of Chargesheet /Arrest/Conviction/Acquittal/Discharge. Any act in breach of this term would entail initiation of appropriate action as deemed fit by the Bank.
- The Bank expects resolution of issue/s relating to your employment, if any, within the framework internally, at all times during your service period and even after cessation of service due to any reason whatsoever. As such please note that any attempt to bring any outside influence - directly or indirectly - upon any authority to further your interest/s in respect of matters pertaining to your services with the Bank would amount to breach of employment contract leading to initiation of appropriate action.
- Please note that during the course of your services with the Bank, you will not take part in any demonstration/agitation against the Bank and its official/s for or on behalf of any external bodies/political outfits- either as a member or as a sympathizer. Any act in contravention of the above would be treated as prejudicial to the interest and reputation of the Bank leading to initiation of appropriate action.
- **Termination of Employment:** Your services with the Bank are liable to be terminated:
- Without assigning any reason and without giving any notice during probation period and after confirmation by giving thirty days' notice or on payment of thirty days' gross salary in lieu of the notice period and at any time during your services with the Bank in the event of
  - a) Any breach of the conditions mentioned in this letter on your part
  - b) You not successfully completing the degree programme within the stipulated timeline during the current academic year and non-submission of your certificate and mark sheet within 3 months of result announcement
  - c) Any incorrect information furnished by you like:
    - Mismatch in your previous employment data even for a day
    - Mismatch in your previous pay slip
    - Fake qualification certificates etc; and
  - d) Suppression of any material information by you.
  - e) Any breach of the Rules and Regulations of the Bank as applicable/may be made applicable to you from time to time.

**Reference No. - 1384045373**

Thoyam A

**□ General:**

- Your appointment and continuation in employment are subject to reference checks, successful completion of your course during the current academic year and submission of your certificate and mark sheet within 3 months of joining.
- You will be bound by the Rules and Regulations of the Bank.
- You will keep us informed of any change in your residential address.
- Your acceptance is taken as your understanding that the role in ICICI Bank may involve sales. You may be required to travel extensively as per the requirement of your job/role or as may be needed for the exigencies of the Bank. Also, that you further understand that your services in the Bank are transferrable in any location and profile including sales, across geographies as per organization requirements. If you are agreeable to the above mentioned terms and conditions, please intimate your acceptance to us by returning a copy of this letter, duly signed by you, within seven days of receipt. In case no confirmation is received within the above-mentioned period the appointment letter shall be deemed to have been withdrawn.

Yours sincerely,

Amit Prakash

I have read all the terms and conditions of the offer and would like to confirm my acceptance

Signature of Applicant



:5:

**Reference No. - 1384045373**

Thoyam A

**Annexure:**

**Remuneration:**

- Your Base Salary will be Rs. 84,000/- (Rupees Eighty Four Thousand only) per annum.
- You will eligible for the Performance Linked Retention Pay, as per the policy of the Bank. Please note that there is no guaranteed performance bonus, subject to however provisions of the Payment of Bonus Act 1965, wherever applicable. The performance linked Retention pay would be payable to an employee only if the employee on the day of payout is on the rolls of the bank and he/she has not resigned and / or is serving notice period.

**Supplementary Allowances:**

- You will be eligible for a Supplementary Allowance of Rs. 1,44,000/- (Rupees One Lakh Forty Four Thousand only) per annum. Supplementary allowance will include –Conveyance / Travel Allowance, LTA, Medical Reimbursement, Canteen and any other allowance. All the components of supplementary allowance are subject to limits and rules prescribed by Income tax act and policies of the bank.
- You will be eligible for HRA of Rs. 42,000/- (Rupees Forty Two Thousand only) per annum.
- The composition of supplementary allowance can be decided once in a year. The unexercised amount of the supplementary allowance will be paid to the employee subject to deduction of tax at source.

**Superannuation Allowances:**

- You will be eligible for a Superannuation Allowance of Rs. 12,600/- (Rupees Twelve Thousand Six Hundred only) per annum.

:6:



**Reference No. - 1384045373**

Thoyam A

**Benefits:**

- Comprehensive Mediclaim Coverage for you and your immediate family up to Rs.400,000/- (Rupees Four Lakh only) per annum. Your immediate family includes yourself, your spouse and dependent children. You will also be eligible for Retirement Benefits of the Bank; namely Provident Fund and Gratuity, in accordance with the statutory requirements and/or, as per Bank policy.
- The salary and perquisites including supplementary allowance are subject to limits and rules prescribed by the Income Tax Act / Rules and policies of the Company.
- Maternity leave benefits as defined under the Maternity Benefit (Amendment) Act, 2017 are offered to eligible women employees by the Bank. Details of all types of leaves including the Maternity leave benefits offered to employees and eligibility criteria for availing such benefits are notified by the Bank under "Employee Benefit Policies" available on the Bank's intranet which will be accessible upon joining the Bank.

Signature of Applicant

**JOINING FORMALITIES**

The process to join the Bank is by way of completing the online joining formalities. You are required to complete the online joining formalities within 5 days from the date of accepting offer letter. Please note that completion of online joining formalities is a mandatory process.

The login credentials are provided below:

**URL:** <https://www.icicicareers.com/Careers/CP/CandidateLogin.aspx>

**Username:** Registered email id or Applicant id

**ICICI Bank Limited**  
ICICI Bank Towers  
Bandra-Kurla Complex  
Mumbai 400 051, India.

Tel.: (91-22) 2653 1414  
Fax: (91-22) 2653 1122  
Website [www.icicibank.com](http://www.icicibank.com)  
CIN.: L65190GJ1994PLC021012

Regd. Office : ICICI Bank Tower,  
Near Chakli Circle,  
Old Padra Road,  
Vadodara 390 007, India.

**Password:** Which has been already communicated to you through registered email id. In case, you do not remember the password, please use “forgot password “option to generate a new password.

Following documents (xerox copies) are required to be uploaded:

- 1) Self-attested copies of educational certificates and marksheets (Xth/XIIth/ Graduation/ Post graduation)
- 2) Work Experience Document
  - a. Resignation accepted letter from current organization
  - b. Relieving letter from two previous employers or companies worked in last five years whichever is higher
- 3) Passport size Photograph (against Red background)
- 4) Address proof (Passport/Voter id/Ration card)
- 5) PAN Card

Please note that you are required to attend Induction program (I-Banker) on your date of joining. You shall be communicated about the date, time and venue for induction program (I-Banker) by your Recruitment Manager.

#### Remuneration Details

**Name :** Thoyam A

**Position:** Assistant Manager

**Group:** RETAIL BANKING GROUP

|                             | Assistant Manager |                 |
|-----------------------------|-------------------|-----------------|
|                             | Monthly           | Annual          |
| Basic                       | 7000              | 84,000          |
| HRA                         | 3,500             | 42,000          |
| Supplementary Allowance *   | 16,000            | 1,74,000        |
| Superannuation Allowance ** | 1050.00           | 12,600          |
|                             |                   |                 |
| <b>Total</b>                | <b>23,550</b>     | <b>2,82,600</b> |
|                             |                   |                 |



|                                                                                                                                                                            |               |                 |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|-----------------|
| Retirals                                                                                                                                                                   |               |                 |
| Retirals (PF, Gratuity) ***                                                                                                                                                | 2,383         | 28,596          |
|                                                                                                                                                                            |               |                 |
| <b>Total CTC</b>                                                                                                                                                           | <b>25,933</b> | <b>3,11,196</b> |
|                                                                                                                                                                            |               |                 |
| Performance Linked Retention Pay #                                                                                                                                         | 2,250         | 27,000          |
|                                                                                                                                                                            |               |                 |
| <b>Total (incl PLRP)</b>                                                                                                                                                   | <b>28196</b>  | <b>350196</b>   |
| * Supplementary allowance will include Conveyance / Travel allowance, LTA, Medical, Canteen and any other allowance                                                        |               |                 |
| *** You will be eligible for Retirement Benefits of the Bank; namely Provident Fund and Gratuity, in accordance with the statutory requirements and/or, as per Bank policy |               |                 |
| #Please note that there is no guaranteed performance linked retention pay, subject to however provisions of the payment of Bonus Act 1965, wherever applicable.            |               |                 |

**Date:** 05-Apr-2022

**ICICI Bank Limited**  
ICICI Bank Towers  
Bandra-Kurla Complex  
Mumbai 400 051, India.

Tel.: (91-22) 2653 1414  
Fax: (91-22) 2653 1122  
Website [www.icicibank.com](http://www.icicibank.com)  
CIN.: L65190GJ1994PLC021012

Regd. Office : ICICI Bank Tower,  
Near Chakli Circle,  
Old Padra Road,  
Vadodara 390 007, India.



PRIVATE AND CONFIDENTIAL

**Reference No. - 1384045367**

**Applicant ID - 4394138**

05-Apr-2022

Varshitha

Dear Varshitha,

We take great pleasure in extending an offer to you for being a part of ICICI Bank.

Please find enclosed the job offer letter. Kindly note, that the offer of appointment is subject to you having fulfilled the requirements of successful completion of the degree programme within the timeline- which is the basic requirement of your eligibility. In an event, where the laid out requirements are not met within the stipulated timeline, this offer shall be withdrawn, cancelled and stand revoked which please take a note of.

Please quote your reference number, which is appearing on the top of this letter for all future correspondence.

In case you have any queries please feel free to contact at the below mentioned details:

E-Mail Address : [icicicareers@icicibank.com](mailto:icicicareers@icicibank.com)

Telephone No. : 022-71872500

Yours sincerely,

ICICI Bank HR Team

**ICICI Bank Limited**  
ICICI Bank Towers  
Bandra-Kurla Complex  
Mumbai 400 051, India.

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Near Chakli Circle,  
Old Padra Road,  
Vadodara 390 007, India.



PRIVATE AND CONFIDENTIAL

Reference No. - 1384045367

Applicant ID - 4394138

05-Apr-2022

Varshitha

Dear Varshitha,

We are pleased to make you an offer of appointment as Assistant Manager in ICICI Bank. You will be placed in CORPORATE EMP SOLUTIONS GROUP at BENGALURU - R T NAGAR\_BR.

Kindly note, that the offer of appointment is subject to you having fulfilled the requirements of successful completion of the degree programme within the timeline- which is the basic requirement of your eligibility. In an event, where the laid out requirements are not met within the stipulated timeline, this offer shall be withdrawn, cancelled and stand revoked which please take a note of.

The details of your remuneration and benefits are given in Annexure.

The following are the terms and conditions of the appointment.

Commencement/Term:

- You shall be required to join the Bank on or before 22-Apr-2022.
- You will be on probation for a period of one year or such extended period as may be decided by the Bank based on your performance during the probation period.
- On satisfactory completion of your probation period, including that of extended period, if any, you will be confirmed in the services of the Bank in writing.

Other Terms and Conditions of Service:

**a) Professional Ethics & Confidentiality:** While you are in the services of the Bank, you are not permitted to carry on any business or profession or enter, for any part of your time, in any capacity, the services of, or be employed by or engaged with any other firm, company or person. You will devote your whole time and attention to your office work to promote the interest of the Bank. You will not divulge details like your compensation structure (CTC), performance rating, performance bonus amount, increment, etc. and will not divulge to any person or utilize any of the Bank's secrets or other related information (which you may possess by reason of your association with the Bank) with any external agencies, press etc. outside the Bank. Any act in breach of this term would entail initiation of appropriate action as deemed fit by the Bank.

**ICICI Bank Limited**  
ICICI Bank Towers  
Bandra-Kurla Complex  
Mumbai 400 051, India.

Tel.: (91-22) 2653 1414  
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CIN.: L65190GJ1994PLC021012

Regd. Office : ICICI Bank Tower,  
Near Chakli Circle,  
Old Padra Road,  
Vadodara 390 007, India.

- b) **IT Security Practice & Procedures:** While you are in the services of the Bank, you will adhere to the IT Security Practice & Procedures as prescribed by ICICI Bank. Any instance/s of violation or any attempted violation of the aforesaid IT Security Practices and Procedures on your part shall result in disciplinary action.

:2:

**Reference No. - 1384045367**

- Varshitha
- **Notice Period:** In case you decide to leave the Bank's services during probation period or after confirmation, you will be required to give thirty days' notice. The Bank in its sole discretion can decide to waive off/reduce the notice period depending upon the exigencies. In such case, you would be required to pay to the Bank the gross salary for the notice period so reduced/waived off.

After confirmation, your services would be liable to be terminated by the Bank, by giving thirty days' notice or on payment of thirty days' gross salary in lieu of the notice period.

- **Transfer:** The Bank shall have the right to transfer/depute you to any of its offices or ICICI group companies in India and abroad.
- **Joining Competitor:** In the event of termination of your services by the Bank or your resignation from the services of the Bank, you shall not join any Banking or Financial Services Company for a period of six months from the date of resignation/termination.
- Please note that during the course of your services with the Bank or in the event of cessation of your services in future, due to any reason whatsoever, you shall, for a period of six months from the date of such cessation, directly or indirectly, either on your own accord or on behalf or in conjunction with any other person/s, firm or company refrain/desist from canvassing or soliciting or attempting to or inducing any employee(s)/business associate(s) to leave their current employment with the Bank/Group Companies/Business Partners to join the services of your new employer/firm/company or any other competitor of the Bank/Group Companies/Business Partners. Any act in contravention of the above provision shall entail initiation of appropriate action as deemed fit by the Bank.
- Please note that during the course of your services with the Bank you cannot be a member of any anti-social/national outfits or of any outfit which is declared as banned by the Government. Any act in breach of this term would entail initiation of appropriate action as deemed fit by the Bank.

:3:

**Reference No. - 1384045367**

Varshitha

- Please note that while joining the services of the Bank and during the course of your services with the Bank, you would be required to notify the Bank immediately with details of civil or criminal case/s instituted against you in any Court of Law or any complaint/show cause notice /prosecution with/by any Police Station or by any statutory authority, as also you will notify any outcome of such complaint like filing of Chargesheet /Arrest/Conviction/Acquittal/Discharge. Any act in breach of this term would entail initiation of appropriate action as deemed fit by the Bank.
- The Bank expects resolution of issue/s relating to your employment, if any, within the framework internally, at all times during your service period and even after cessation of service due to any reason whatsoever. As such please note that any attempt to bring any outside influence - directly or indirectly - upon any authority to further your interest/s in respect of matters pertaining to your services with the Bank would amount to breach of employment contract leading to initiation of appropriate action.
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- Without assigning any reason and without giving any notice during probation period and after confirmation by giving thirty days' notice or on payment of thirty days' gross salary in lieu of the notice period and at any time during your services with the Bank in the event of
  - a) Any breach of the conditions mentioned in this letter on your part
  - b) You not successfully completing the degree programme within the stipulated timeline during the current academic year and non-submission of your certificate and mark sheet within 3 months of result announcement
  - c) Any incorrect information furnished by you like:
    - Mismatch in your previous employment data even for a day
    - Mismatch in your previous pay slip
    - Fake qualification certificates etc; and
  - d) Suppression of any material information by you.
  - e) Any breach of the Rules and Regulations of the Bank as applicable/may be made applicable to you from time to time.



**Reference No. - 1384045367**

Varshitha

**□ General:**

- Your appointment and continuation in employment are subject to reference checks, successful completion of your course during the current academic year and submission of your certificate and mark sheet within 3 months of joining.
- You will be bound by the Rules and Regulations of the Bank.
- You will keep us informed of any change in your residential address.
- Your acceptance is taken as your understanding that the role in ICICI Bank may involve sales. You may be required to travel extensively as per the requirement of your job/role or as may be needed for the exigencies of the Bank. Also, that you further understand that your services in the Bank are transferrable in any location and profile including sales, across geographies as per organization requirements. If you are agreeable to the above mentioned terms and conditions, please intimate your acceptance to us by returning a copy of this letter, duly signed by you, within seven days of receipt. In case no confirmation is received within the above-mentioned period the appointment letter shall be deemed to have been withdrawn.

Yours sincerely,

Amit Prakash

I have read all the terms and conditions of the offer and would like to confirm my acceptance

Signature of Applicant

:5:

**Reference No. - 1384045367**

Varshitha

**Annexure:**

**Remuneration:**

- Your Base Salary will be Rs. 84,000/- (Rupees Eighty Four Thousand only) per annum.
- You will eligible for the Performance Linked Retention Pay, as per the policy of the Bank. Please note that there is no guaranteed performance bonus, subject to however provisions of the Payment of Bonus Act 1965, wherever applicable. The performance linked Retention pay would be payable to an employee only if the employee on the day of payout is on the rolls of the bank and he/she has not resigned and / or is serving notice period.

**Supplementary Allowances:**

- You will be eligible for a Supplementary Allowance of Rs. 1,44,000/- (Rupees One Lakh Forty Four Thousand only) per annum. Supplementary allowance will include –Conveyance / Travel Allowance, LTA, Medical Reimbursement, Canteen and any other allowance. All the components of supplementary allowance are subject to limits and rules prescribed by Income tax act and policies of the bank.
- You will be eligible for HRA of Rs. 42,000/- (Rupees Forty Two Thousand only) per annum.
- The composition of supplementary allowance can be decided once in a year. The unexercised amount of the supplementary allowance will be paid to the employee subject to deduction of tax at source.

**Superannuation Allowances:**

- You will be eligible for a Superannuation Allowance of Rs. 12,600/- (Rupees Twelve Thousand Six Hundred only) per annum.

:6:

**Reference No. - 1384045367**

Varshitha

**Benefits:**

- Comprehensive Mediclaim Coverage for you and your immediate family up to Rs.400,000/- (Rupees Four Lakh only) per annum. Your immediate family includes yourself, your spouse and dependent children. You will also be eligible for Retirement Benefits of the Bank; namely Provident Fund and Gratuity, in accordance with the statutory requirements and/or, as per Bank policy.
- The salary and perquisites including supplementary allowance are subject to limits and rules prescribed by the Income Tax Act / Rules and policies of the Company.
- Maternity leave benefits as defined under the Maternity Benefit (Amendment) Act, 2017 are offered to eligible women employees by the Bank. Details of all types of leaves including the Maternity leave benefits offered to employees and eligibility criteria for availing such benefits are notified by the Bank under "Employee Benefit Policies" available on the Bank's intranet which will be accessible upon joining the Bank.

Signature of Applicant

**JOINING FORMALITIES**

The process to join the Bank is by way of completing the online joining formalities. You are required to complete the online joining formalities within 5 days from the date of accepting offer letter. Please note that completion of online joining formalities is a mandatory process.

The login credentials are provided below:

**URL:** <https://www.icicicareers.com/Careers/CP/CandidateLogin.aspx>

**Username:** Registered email id or Applicant id

**Password:** Which has been already communicated to you through registered email id. In case, you do not remember the password, please use “forgot password “option to generate a new password.

Following documents (xerox copies) are required to be uploaded:

- 1) Self-attested copies of educational certificates and marksheets (Xth/XIIth/ Graduation/ Post graduation)
- 2) Work Experience Document
  - a. Resignation accepted letter from current organization
  - b. Relieving letter from two previous employers or companies worked in last five years whichever is higher
- 3) Passport size Photograph (against Red background)
- 4) Address proof (Passport/Voter id/Ration card)
- 5) PAN Card

Please note that you are required to attend Induction program (I-Banker) on your date of joining. You shall be communicated about the date, time and venue for induction program (I-Banker) by your Recruitment Manager.

#### Remuneration Details

**Name :** Varshitha

**Position:** Assistant Manager

**Group:** RETAIL BANKING GROUP

|                             | Assistant Manager |                 |
|-----------------------------|-------------------|-----------------|
|                             | Monthly           | Annual          |
| Basic                       | 7000              | 84,000          |
| HRA                         | 3,500             | 42,000          |
| Supplementary Allowance *   | 16,000            | 1,74,000        |
| Superannuation Allowance ** | 1050.00           | 12,600          |
|                             |                   |                 |
| <b>Total</b>                | <b>23,550</b>     | <b>2,82,600</b> |
|                             |                   |                 |



|                                                                                                                                                                            |               |                 |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|-----------------|
| Retirals                                                                                                                                                                   |               |                 |
| Retirals (PF, Gratuity) ***                                                                                                                                                | 2,383         | 28,596          |
|                                                                                                                                                                            |               |                 |
| <b>Total CTC</b>                                                                                                                                                           | <b>25,933</b> | <b>3,11,196</b> |
|                                                                                                                                                                            |               |                 |
| Performance Linked Retention Pay #                                                                                                                                         | 2,250         | 27,000          |
|                                                                                                                                                                            |               |                 |
| <b>Total (incl PLRP)</b>                                                                                                                                                   | <b>28196</b>  | <b>350196</b>   |
| * Supplementary allowance will include Conveyance / Travel allowance, LTA, Medical, Canteen and any other allowance                                                        |               |                 |
| *** You will be eligible for Retirement Benefits of the Bank; namely Provident Fund and Gratuity, in accordance with the statutory requirements and/or, as per Bank policy |               |                 |
| #Please note that there is no guaranteed performance linked retention pay, subject to however provisions of the payment of Bonus Act 1965, wherever applicable.            |               |                 |

**Date:** 05-Apr-2022

**ICICI Bank Limited**  
ICICI Bank Towers  
Bandra-Kurla Complex  
Mumbai 400 051, India.

Tel.: (91-22) 2653 1414  
Fax: (91-22) 2653 1122  
Website [www.icicibank.com](http://www.icicibank.com)  
CIN.: L65190GJ1994PLC021012

Regd. Office : ICICI Bank Tower,  
Near Chakli Circle,  
Old Padra Road,  
Vadodara 390 007, India.



**PRIVATE AND CONFIDENTIAL**

Dear

PRASHANTH

K M

We take great pleasure in extending an offer to you for being a part of ICICI Bank.

Please find enclosed the job offer letter. Kindly note, that the offer of appointment is subject to you having fulfilled the requirements of successful completion of the degree programme within the timeline- which is the basic requirement of your eligibility. In an event, where the laid out requirements are not met within the stipulated timeline, this offer shall be withdrawn, cancelled and stand revoked which please take a note of.

Please quote your reference number, which is appearing on the top of this letter for all future correspondence.

In case you have any queries please feel free to contact at the below mentioned

details: E-Mail Address : [icicicareers@icicibank.com](mailto:icicicareers@icicibank.com)

Telephone No. : 022-71872500

Yours sincerely,

ICICI Bank HR Team



PRIVATE AND CONFIDENTIAL

We are pleased to make you an offer of appointment as Assistant Manager in ICICI Bank. You will be placed in Branch Banking Dept at BENGALURU - ULSOOR\_BR.

Kindly note, that the offer of appointment is subject to you having fulfilled the requirements of successful completion of the degree programme within the timeline- which is the basic requirement of your eligibility. In an event, where the laid out requirements are not met within the stipulated timeline, this offer shall be withdrawn, cancelled and stand revoked which please take a note of.

The details of your remuneration and benefits are given in Annexure.

The following are the terms and conditions of the appointment.

Commencement/Term:

- You shall be required to join the Bank on or before 20-Apr-2023.
- You will be on probation for a period of one year or such extended period as may be decided by the Bank based on your performance during the probation period.
- On satisfactory completion of your probation period, including that of extended period, if any, you will be confirmed in the services of the Bank in writing.

Other Terms and Conditions of Service:

- a) Professional Ethics & Confidentiality:** While you are in the services of the Bank, you are not permitted to carry on any business or profession or enter, for any part of your time, in any capacity, the services of, or be employed by or engaged with any other firm, company or person. You will devote your whole time and attention to your office work to promote the interest of the Bank. You will not divulge details like your compensation structure (CTC), performance rating, performance bonus amount, increment, etc. and will not divulge to any person or utilize any of the Bank's secrets or other related information (which you may possess by reason of your association with the Bank) with any external agencies, press etc. outside the Bank. Any act in breach of this term would entail initiation of appropriate action as deemed fit by the Bank.
- b) IT Security Practice & Procedures:** While you are in the services of the Bank, you will adhere to the IT Security Practice & Procedures as prescribed by ICICI Bank. Any instance/s of violation or any attempted violation of the aforesaid IT Security Practices and Procedures on your part shall result in disciplinary action.

**ICICI Bank Limited**  
ICICI Bank Towers  
Bandra-Kurla Complex  
Mumbai 400 051, India.

Tel.: (91-22) 2653 1414  
Fax: (91-22) 2653 1122  
Website [www.icicibank.com](http://www.icicibank.com)  
CIN.: L65190GJ1994PLC021012

Regd. Office : ICICI Bank Tower,  
Near Chakli Circle,  
Old Padra Road,  
Vadodara 390 007, India.

:2:

- **Notice Period:** In case you decide to leave the Bank's services during probation period or after confirmation, you will be required to give thirty days' notice. The Bank in its sole discretion can decide to waive off/reduce the notice period depending upon the exigencies. In such case, you would be required to pay to the Bank the gross salary for the notice period so reduced/waived off.

After confirmation, your services would be liable to be terminated by the Bank, by giving thirty days' notice or on payment of thirty days' gross salary in lieu of the notice period.

- **Transfer:** The Bank shall have the right to transfer/depute you to any of its offices or ICICI group companies in India and abroad.
- **Joining Competitor:** In the event of termination of your services by the Bank or your resignation from the services of the Bank, you shall not join any Banking or Financial Services Company for a period of six months from the date of resignation/termination.
- Please note that during the course of your services with the Bank or in the event of cessation of your services in future, due to any reason whatsoever, you shall, for a period of six months from the date of such cessation, directly or indirectly, either on your own accord or on behalf or in conjunction with any other person/s, firm or company refrain/desist from canvassing or soliciting or attempting to or inducing any employee(s)/business associate(s) to leave their current employment with the Bank/Group Companies/Business Partners to join the services of your new employer/firm/company or any other competitor of the Bank/Group Companies/Business Partners. Any act in contravention of the above provision shall entail initiation of appropriate action as deemed fit by the Bank.
- Please note that during the course of your services with the Bank you cannot be a member of any anti-social/national outfits or of any outfit which is declared as banned by the Government. Any act in breach of this term would entail initiation of appropriate action as deemed fit by the Bank.



:3:

- Please note that while joining the services of the Bank and during the course of your services with the Bank, you would be required to notify the Bank immediately with details of civil or criminal case/s instituted against you in any Court of Law or any complaint/show cause notice /prosecution with/by any Police Station or by any statutory authority, as also you will notify any outcome of such complaint like filing of Chargesheet /Arrest/Conviction/Acquittal/Discharge. Any act in breach of this term would entail initiation of appropriate action as deemed fit by the Bank.
- The Bank expects resolution of issue/s relating to your employment, if any, within the framework internally, at all times during your service period and even after cessation of service due to any reason whatsoever. As such please note that any attempt to bring any outside influence - directly or indirectly - upon any authority to further your interest/s in respect of matters pertaining to your services with the Bank would amount to breach of employment contract leading to initiation of appropriate action.
- Please note that during the course of your services with the Bank, you will not take part in any demonstration/agitation against the Bank and its official/s for or on behalf of any external bodies/political outfits- either as a member or as a sympathizer. Any act in contravention of the above would be treated as prejudicial to the interest and reputation of the Bank leading to initiation of appropriate action.
- **Termination of Employment:** Your services with the Bank are liable to be terminated:

Without assigning any reason and without giving any notice during probation period and after confirmation by giving thirty days' notice or on payment of thirty days' gross salary in lieu of the notice period and at any time during your services with the Bank in the event of

- a) Any breach of the conditions mentioned in this letter on your part
- b) You not successfully completing the degree programme within the stipulated timeline during the current academic year and non-submission of your certificate and mark sheet within 3 months of result announcement
- c) Any incorrect information furnished by you like:
  - Mismatch in your previous employment data even for a day
  - Mismatch in your previous pay slip
  - Fake qualification certificates etc; and
- d) Suppression of any material information by you.



- e) Any breach of the Rules and Regulations of the Bank as applicable/may be made applicable to you from time to time.

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:4

- **General:**

Your appointment and continuation in employment are subject to reference checks, successful completion of your course during the current academic year and submission of your certificate and mark sheet within 3 months of joining.

You will be bound by the Rules and Regulations of the Bank.

You will keep us informed of any change in your residential address.

Your acceptance is taken as your understanding that the role in ICICI Bank may involve sales. You may be required to travel extensively as per the requirement of your job/role or as may be needed for the exigencies of the Bank. Also, that you further understand that your services in the Bank are transferrable in any location and profile including sales, across geographies as per organization requirements.

If you are agreeable to the above mentioned terms and conditions, please intimate your acceptance to us by returning a copy of this letter, duly signed by you, within seven days of receipt. In case no confirmation is received within the above-mentioned period the appointment letter shall be deemed to have been withdrawn.

Yours sincerely,

Arjun Parekh  
ZONAL RECRUITMENT HEAD

Digitally signed by ARJUN YOGESHBHAI PAREKH Date:  
2022.04.20 21:41:58 +05:30

I have read and accept all the terms and conditions of the offer and would like to confirm my acceptance.

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Signature of Applicant

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:5:

## **Annexure:**

### **Remuneration:**

Your Base Salary will be Rs. 84,000/- (Rupees Eighty Four Thousand only) per annum.

You will eligible for the Performance Linked Retention Pay, as per the policy of the Bank. Please note that there is no guaranteed performance bonus, subject to however provisions of the Payment of Bonus Act 1965, wherever applicable. The performance linked Retention pay would be payable to an employee only if the employee on the day of payout is on the rolls of the bank and he/she has not resigned and / or is serving notice period.

### **Supplementary Allowances:**

You will be eligible for a Supplementary Allowance of Rs. 1,44,000/- (Rupees One Lakh Forty Four Thousand only) per annum. Supplementary allowance will include –Conveyance / Travel Allowance, LTA, Medical Reimbursement, Canteen and any other allowance. All the components of supplementary allowance are subject to limits and rules prescribed by Income tax act and policies of the bank.

You will be eligible for HRA of Rs. 42,000/- (Rupees Forty Two Thousand only) per annum.

The composition of supplementary allowance can be decided once in a year. The unexercised amount of the supplementary allowance will be paid to the employee subject to deduction of tax at source.

### **Superannuation Allowances:**

You will be eligible for a Superannuation Allowance of Rs. 12,600/- (Rupees Twelve Thousand Six Hundred only) per annum.

**Benefits:**

Comprehensive Mediclaim Coverage for you and your immediate family up to Rs.400,000/- (Rupees Four Lakh only) per annum. Your immediate family includes yourself, your spouse and dependent children. You will also be eligible for Retirement Benefits of the Bank; namely Provident Fund and Gratuity, in accordance with the statutory requirements and/or, as per Bank policy.

The salary and perquisites including supplementary allowance are subject to limits and rules prescribed by the Income Tax Act / Rules and policies of the Company.

Maternity leave benefits as defined under the Maternity Benefit (Amendment) Act, 2017 are offered to eligible women employees by the Bank. Details of all types of leaves including the Maternity leave benefits offered to employees and eligibility criteria for availing such benefits are notified by the Bank under "Employee Benefit Policies" available on the Bank's intranet which will be accessible upon joining the Bank.

Signature of Applicant

Digitally signed by ARJUN  
YOGESHBHAI PAREKH  
Date: 2022.04.20 21:41:58 +05:30  
Reason: Offer Letter  
Location: Mumbai



### **JOINING FORMALITIES**

The process to join the Bank is by way of completing the online joining formalities. You are required to complete the online joining formalities within 5 days from the date of accepting offer letter. Please note that completion of online joining formalities is a mandatory process.

The login credentials are provided below:

**URL:** <https://www.icicicareers.com/Careers/CP/CandidateLogin.aspx>

**Username:** Registered email id or Applicant id

**Password:** Which has been already communicated to you through registered email id. In case, you do not remember the password, please use “forgot password “option to generate a new password.

Following documents (xerox copies) are required to be uploaded:

- 1) Self-attested copies of educational certificates and marksheets (X<sup>th</sup>/XII<sup>th</sup>/ Graduation/ Post graduation)
- 2) Work Experience Document
  - a. Resignation accepted letter from current organization
  - b. Relieving letter from two previous employers or companies worked in last five years whichever is higher
- 3) Passport size Photograph (against Red background)
- 4) Address proof (Passport/Voter id/Ration card)
- 5) PAN Card

Please note that you are required to attend Induction program (I-Banker) on your date of joining. You shall be communicated about the date, time and venue for induction program (I-Banker) by your Recruitment Manager.

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## Remuneration Details

|                                    | Assistant Manager |                 |
|------------------------------------|-------------------|-----------------|
|                                    | Monthly           | Annual          |
| Basic                              | 7000              | 84,000          |
| HRA                                | 3,500             | 42,000          |
| Supplementary Allowance *          | 12,000            | 1,44,000        |
| Superannuation Allowance **        | 1050.00           | 12,600          |
| <b>Total</b>                       | <b>23,550</b>     | <b>2,82,600</b> |
| Retirals                           |                   |                 |
| Retirals (PF, Gratuity) ***        | 2,383             | 28,596          |
| <b>Total Fixed CTC</b>             | <b>25,933</b>     | <b>3,11,196</b> |
| Performance Linked Retention Pay # | 2,250             | 27,000          |
| <b>Total CTC</b>                   | <b>28,183</b>     | <b>405000</b>   |

\* Supplementary allowance will include Conveyance / Travel allowance, LTA, Medical, Canteen and any other allowance

\*\*\* You will be eligible for Retirement Benefits of the Bank; namely Provident Fund and Gratuity, in accordance with the statutory requirements and/or, as per Bank policy

#Please note that there is no guaranteed performance linked retention pay, subject to however provisions of the payment of Bonus Act 1965, wherever applicable.

**Date:** 20-Apr-2023

Digitally signed by ARJUN YOGESHBHAI PAREKH

Date: 2022.04.20 21:41:58 +05:30

Reason: Offer Letter

Location: Mumbai





PRIVATE AND CONFIDENTIAL

Dear

RAKESH S V

We take great pleasure in extending an offer to you for being a part of ICICI Bank.

Please find enclosed the job offer letter. Kindly note, that the offer of appointment is subject to you having fulfilled the requirements of successful completion of the degree programme within the timeline- which is the basic requirement of your eligibility. In an event, where the laid out requirements are not met within the stipulated timeline, this offer shall be withdrawn, cancelled and stand revoked which please take a note of.

Please quote your reference number, which is appearing on the top of this letter for all future correspondence.

In case you have any queries please feel free to contact at the below mentioned

details: E-Mail Address : [icicicareers@icicibank.com](mailto:icicicareers@icicibank.com)

Telephone No. : 022-71872500

Yours sincerely,

ICICI Bank HR Team

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PRIVATE AND CONFIDENTIAL

We are pleased to make you an offer of appointment as Assistant Manager in ICICI Bank. You will be placed in Branch Banking Dept at BENGALURU - ULSOOR\_BR.

Kindly note, that the offer of appointment is subject to you having fulfilled the requirements of successful completion of the degree programme within the timeline- which is the basic requirement of your eligibility. In an event, where the laid out requirements are not met within the stipulated timeline, this offer shall be withdrawn, cancelled and stand revoked which please take a note of.

The details of your remuneration and benefits are given in Annexure.

The following are the terms and conditions of the appointment.

Commencement/Term:

- You shall be required to join the Bank on or before 20-Apr-2023.
- You will be on probation for a period of one year or such extended period as may be decided by the Bank based on your performance during the probation period.
- On satisfactory completion of your probation period, including that of extended period, if any, you will be confirmed in the services of the Bank in writing.

Other Terms and Conditions of Service:

- a) Professional Ethics & Confidentiality:** While you are in the services of the Bank, you are not permitted to carry on any business or profession or enter, for any part of your time, in any capacity, the services of, or be employed by or engaged with any other firm, company or person. You will devote your whole time and attention to your office work to promote the interest of the Bank. You will not divulge details like your compensation structure (CTC), performance rating, performance bonus amount, increment, etc. and will not divulge to any person or utilize any of the Bank's secrets or other related information (which you may possess by reason of your association with the Bank) with any external agencies, press etc. outside the Bank. Any act in breach of this term would entail initiation of appropriate action as deemed fit by the Bank.
- b) IT Security Practice & Procedures:** While you are in the services of the Bank, you will adhere to the IT Security Practice & Procedures as prescribed by ICICI Bank. Any instance/s of violation or any attempted violation of the aforesaid IT Security Practices and Procedures on your part shall result in disciplinary action.

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- **Joining Competitor:** In the event of termination of your services by the Bank or your resignation from the services of the Bank, you shall not join any Banking or Financial Services Company for a period of six months from the date of resignation/termination.
- Please note that during the course of your services with the Bank or in the event of cessation of your services in future, due to any reason whatsoever, you shall, for a period of six months from the date of such cessation, directly or indirectly, either on your own accord or on behalf or in conjunction with any other person/s, firm or company refrain/desist from canvassing or soliciting or attempting to or inducing any employee(s)/business associate(s) to leave their current employment with the Bank/Group Companies/Business Partners to join the services of your new employer/firm/company or any other competitor of the Bank/Group Companies/Business Partners. Any act in contravention of the above provision shall entail initiation of appropriate action as deemed fit by the Bank.
- Please note that during the course of your services with the Bank you cannot be a member of any anti-social/national outfits or of any outfit which is declared as banned by the Government. Any act in breach of this term would entail initiation of appropriate action as deemed fit by the Bank.

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- Please note that while joining the services of the Bank and during the course of your services with the Bank, you would be required to notify the Bank immediately with details of civil or criminal case/s instituted against you in any Court of Law or any complaint/show cause notice /prosecution with/by any Police Station or by any statutory authority, as also you will notify any outcome of such complaint like filing of Chargesheet /Arrest/Conviction/Acquittal/Discharge. Any act in breach of this term would entail initiation of appropriate action as deemed fit by the Bank.
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- a) Any breach of the conditions mentioned in this letter on your part
- b) You not successfully completing the degree programme within the stipulated timeline during the current academic year and non-submission of your certificate and mark sheet within 3 months of result announcement
- c) Any incorrect information furnished by you like:
  - Mismatch in your previous employment data even for a day
  - Mismatch in your previous pay slip
  - Fake qualification certificates etc; and
- d) Suppression of any material information by you.



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You will keep us informed of any change in your residential address.

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If you are agreeable to the above mentioned terms and conditions, please intimate your acceptance to us by returning a copy of this letter, duly signed by you, within seven days of receipt. In case no confirmation is received within the above-mentioned period the appointment letter shall be deemed to have been withdrawn.

Yours sincerely,

Arjun Parekh  
ZONAL RECRUITMENT HEAD

Digitally signed by ARJUN YOGESHBHAI PAREKH Date:  
2022.04.20 21:41:58 +05:30

I have read and accept all the terms and conditions of the offer and would like to confirm my acceptance.

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Signature of Applicant

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## **Annexure:**

### **Remuneration:**

Your Base Salary will be Rs. 84,000/- (Rupees Eighty Four Thousand only) per annum.

You will eligible for the Performance Linked Retention Pay, as per the policy of the Bank. Please note that there is no guaranteed performance bonus, subject to however provisions of the Payment of Bonus Act 1965, wherever applicable. The performance linked Retention pay would be payable to an employee only if the employee on the day of payout is on the rolls of the bank and he/she has not resigned and / or is serving notice period.

### **Supplementary Allowances:**

You will be eligible for a Supplementary Allowance of Rs. 1,44,000/- (Rupees One Lakh Forty Four Thousand only) per annum. Supplementary allowance will include –Conveyance / Travel Allowance, LTA, Medical Reimbursement, Canteen and any other allowance. All the components of supplementary allowance are subject to limits and rules prescribed by Income tax act and policies of the bank.

You will be eligible for HRA of Rs. 42,000/- (Rupees Forty Two Thousand only) per annum.

The composition of supplementary allowance can be decided once in a year. The unexercised amount of the supplementary allowance will be paid to the employee subject to deduction of tax at source.

### **Superannuation Allowances:**

You will be eligible for a Superannuation Allowance of Rs. 12,600/- (Rupees Twelve Thousand Six Hundred only) per annum.



**Benefits:**

Comprehensive Mediclaim Coverage for you and your immediate family up to Rs.400,000/- (Rupees Four Lakh only) per annum. Your immediate family includes yourself, your spouse and dependent children. You will also be eligible for Retirement Benefits of the Bank; namely Provident Fund and Gratuity, in accordance with the statutory requirements and/or, as per Bank policy.

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Signature of Applicant

Digitally signed by ARJUN  
YOGESHBHAI PAREKH  
Date: 2022.04.20 21:41:58 +05:30  
Reason: Offer Letter  
Location: Mumbai



### **JOINING FORMALITIES**

The process to join the Bank is by way of completing the online joining formalities. You are required to complete the online joining formalities within 5 days from the date of accepting offer letter. Please note that completion of online joining formalities is a mandatory process.

The login credentials are provided below:

**URL:** <https://www.icicicareers.com/Careers/CP/CandidateLogin.aspx>

**Username:** Registered email id or Applicant id

**Password:** Which has been already communicated to you through registered email id. In case, you do not remember the password, please use “forgot password “option to generate a new password.

Following documents (xerox copies) are required to be uploaded:

- 1) Self-attested copies of educational certificates and marksheets (X<sup>th</sup>/XII<sup>th</sup>/ Graduation/ Post graduation)
- 2) Work Experience Document
  - a. Resignation accepted letter from current organization
  - b. Relieving letter from two previous employers or companies worked in last five years whichever is higher
- 3) Passport size Photograph (against Red background)
- 4) Address proof (Passport/Voter id/Ration card)
- 5) PAN Card

Please note that you are required to attend Induction program (I-Banker) on your date of joining. You shall be communicated about the date, time and venue for induction program (I-Banker) by your Recruitment Manager.

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## Remuneration Details

|                                    | Assistant Manager |                 |
|------------------------------------|-------------------|-----------------|
|                                    | Monthly           | Annual          |
| Basic                              | 7000              | 84,000          |
| HRA                                | 3,500             | 42,000          |
| Supplementary Allowance *          | 12,000            | 1,44,000        |
| Superannuation Allowance **        | 1050.00           | 12,600          |
| <b>Total</b>                       | <b>23,550</b>     | <b>2,82,600</b> |
| Retirals                           |                   |                 |
| Retirals (PF, Gratuity) ***        | 2,383             | 28,596          |
| <b>Total Fixed CTC</b>             | <b>25,933</b>     | <b>3,11,196</b> |
| Performance Linked Retention Pay # | 2,250             | 27,000          |
| <b>Total CTC</b>                   | <b>28,183</b>     | <b>405000</b>   |

\* Supplementary allowance will include Conveyance / Travel allowance, LTA, Medical, Canteen and any other allowance

\*\*\* You will be eligible for Retirement Benefits of the Bank; namely Provident Fund and Gratuity, in accordance with the statutory requirements and/or, as per Bank policy

#Please note that there is no guaranteed performance linked retention pay, subject to however provisions of the payment of Bonus Act 1965, wherever applicable.

**Date:** 20-Apr-2023

Digitally signed by ARJUN YOGESHBHAI PAREKH

Date: 2022.04.20 21:41:58 +05:30

Reason: Offer Letter

Location: Mumbai



PRIVATE AND CONFIDENTIAL

Dear

RANJITHKUM

AR G

We take great pleasure in extending an offer to you for being a part of ICICI Bank.

Please find enclosed the job offer letter. Kindly note, that the offer of appointment is subject to you having fulfilled the requirements of successful completion of the degree programme within the timeline- which is the basic requirement of your eligibility. In an event, where the laid out requirements are not met within the stipulated timeline, this offer shall be withdrawn, cancelled and stand revoked which please take a note of.

Please quote your reference number, which is appearing on the top of this letter for all future correspondence.

In case you have any queries please feel free to contact at the below mentioned

details: E-Mail Address : [icicicareers@icicibank.com](mailto:icicicareers@icicibank.com)

Telephone No. : 022-71872500

Yours sincerely,

ICICI Bank HR Team



PRIVATE AND CONFIDENTIAL

We are pleased to make you an offer of appointment as Assistant Manager in ICICI Bank. You will be placed in Branch Banking Dept at BENGALURU - ULSOOR\_BR.

Kindly note, that the offer of appointment is subject to you having fulfilled the requirements of successful completion of the degree programme within the timeline- which is the basic requirement of your eligibility. In an event, where the laid out requirements are not met within the stipulated timeline, this offer shall be withdrawn, cancelled and stand revoked which please take a note of.

The details of your remuneration and benefits are given in Annexure.

The following are the terms and conditions of the appointment.

Commencement/Term:

- You shall be required to join the Bank on or before 20-Apr-2023.
- You will be on probation for a period of one year or such extended period as may be decided by the Bank based on your performance during the probation period.
- On satisfactory completion of your probation period, including that of extended period, if any, you will be confirmed in the services of the Bank in writing.

Other Terms and Conditions of Service:

- a) Professional Ethics & Confidentiality:** While you are in the services of the Bank, you are not permitted to carry on any business or profession or enter, for any part of your time, in any capacity, the services of, or be employed by or engaged with any other firm, company or person. You will devote your whole time and attention to your office work to promote the interest of the Bank. You will not divulge details like your compensation structure (CTC), performance rating, performance bonus amount, increment, etc. and will not divulge to any person or utilize any of the Bank's secrets or other related information (which you may possess by reason of your association with the Bank) with any external agencies, press etc. outside the Bank. Any act in breach of this term would entail initiation of appropriate action as deemed fit by the Bank.
- b) IT Security Practice & Procedures:** While you are in the services of the Bank, you will adhere to the IT Security Practice & Procedures as prescribed by ICICI Bank. Any instance/s of violation or any attempted violation of the aforesaid IT Security Practices and Procedures on your part shall result in disciplinary action.

**ICICI Bank Limited**  
ICICI Bank Towers  
Bandra-Kurla Complex  
Mumbai 400 051, India.

Tel.: (91-22) 2653 1414  
Fax: (91-22) 2653 1122  
Website [www.icicibank.com](http://www.icicibank.com)  
CIN.: L65190GJ1994PLC021012

Regd. Office : ICICI Bank Tower,  
Near Chakli Circle,  
Old Padra Road,  
Vadodara 390 007, India.

:2:

- **Notice Period:** In case you decide to leave the Bank's services during probation period or after confirmation, you will be required to give thirty days' notice. The Bank in its sole discretion can decide to waive off/reduce the notice period depending upon the exigencies. In such case, you would be required to pay to the Bank the gross salary for the notice period so reduced/waived off.

After confirmation, your services would be liable to be terminated by the Bank, by giving thirty days' notice or on payment of thirty days' gross salary in lieu of the notice period.

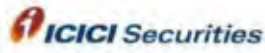
- **Transfer:** The Bank shall have the right to transfer/depute you to any of its offices or ICICI group companies in India and abroad.
- **Joining Competitor:** In the event of termination of your services by the Bank or your resignation from the services of the Bank, you shall not join any Banking or Financial Services Company for a period of six months from the date of resignation/termination.
- Please note that during the course of your services with the Bank or in the event of cessation of your services in future, due to any reason whatsoever, you shall, for a period of six months from the date of such cessation, directly or indirectly, either on your own accord or on behalf or in conjunction with any other person/s, firm or company refrain/desist from canvassing or soliciting or attempting to or inducing any employee(s)/business associate(s) to leave their current employment with the Bank/Group Companies/Business Partners to join the services of your new employer/firm/company or any other competitor of the Bank/Group Companies/Business Partners. Any act in contravention of the above provision shall entail initiation of appropriate action as deemed fit by the Bank.
- Please note that during the course of your services with the Bank you cannot be a member of any anti-social/national outfits or of any outfit which is declared as banned by the Government. Any act in breach of this term would entail initiation of appropriate action as deemed fit by the Bank.

:3:

- Please note that while joining the services of the Bank and during the course of your services with the Bank, you would be required to notify the Bank immediately with details of civil or criminal case/s instituted against you in any Court of Law or any complaint/show cause notice /prosecution with/by any Police Station or by any statutory authority, as also you will notify any outcome of such complaint like filing of Chargesheet /Arrest/Conviction/Acquittal/Discharge. Any act in breach of this term would entail initiation of appropriate action as deemed fit by the Bank.
- The Bank expects resolution of issue/s relating to your employment, if any, within the framework internally, at all times during your service period and even after cessation of service due to any reason whatsoever. As such please note that any attempt to bring any outside influence - directly or indirectly - upon any authority to further your interest/s in respect of matters pertaining to your services with the Bank would amount to breach of employment contract leading to initiation of appropriate action.
- Please note that during the course of your services with the Bank, you will not take part in any demonstration/agitation against the Bank and its official/s for or on behalf of any external bodies/political outfits- either as a member or as a sympathizer. Any act in contravention of the above would be treated as prejudicial to the interest and reputation of the Bank leading to initiation of appropriate action.
- **Termination of Employment:** Your services with the Bank are liable to be terminated:

Without assigning any reason and without giving any notice during probation period and after confirmation by giving thirty days' notice or on payment of thirty days' gross salary in lieu of the notice period and at any time during your services with the Bank in the event of

- a) Any breach of the conditions mentioned in this letter on your part
- b) You not successfully completing the degree programme within the stipulated timeline during the current academic year and non-submission of your certificate and mark sheet within 3 months of result announcement
- c) Any incorrect information furnished by you like:
  - Mismatch in your previous employment data even for a day
  - Mismatch in your previous pay slip
  - Fake qualification certificates etc; and
- d) Suppression of any material information by you.



- e) Any breach of the Rules and Regulations of the Bank as applicable/may be made applicable to you from time to time.

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:4

- **General:**

Your appointment and continuation in employment are subject to reference checks, successful completion of your course during the current academic year and submission of your certificate and mark sheet within 3 months of joining.

You will be bound by the Rules and Regulations of the Bank.

You will keep us informed of any change in your residential address.

Your acceptance is taken as your understanding that the role in ICICI Bank may involve sales. You may be required to travel extensively as per the requirement of your job/role or as may be needed for the exigencies of the Bank. Also, that you further understand that your services in the Bank are transferrable in any location and profile including sales, across geographies as per organization requirements.

If you are agreeable to the above mentioned terms and conditions, please intimate your acceptance to us by returning a copy of this letter, duly signed by you, within seven days of receipt. In case no confirmation is received within the above-mentioned period the appointment letter shall be deemed to have been withdrawn.

Yours sincerely,

Arjun Parekh  
ZONAL RECRUITMENT HEAD

Digitally signed by ARJUN YOGESHBHAI PAREKH Date:  
2022.04.20 21:41:58 +05:30

I have read and accept all the terms and conditions of the offer and would like to confirm my acceptance.

**ICICI Bank Limited**  
ICICI Bank Towers  
Bandra-Kurla Complex  
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Signature of Applicant

**ICICI Bank Limited**  
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:5:

## **Annexure:**

### **Remuneration:**

Your Base Salary will be Rs. 84,000/- (Rupees Eighty Four Thousand only) per annum.

You will eligible for the Performance Linked Retention Pay, as per the policy of the Bank. Please note that there is no guaranteed performance bonus, subject to however provisions of the Payment of Bonus Act 1965, wherever applicable. The performance linked Retention pay would be payable to an employee only if the employee on the day of payout is on the rolls of the bank and he/she has not resigned and / or is serving notice period.

### **Supplementary Allowances:**

You will be eligible for a Supplementary Allowance of Rs. 1,44,000/- (Rupees One Lakh Forty Four Thousand only) per annum. Supplementary allowance will include –Conveyance / Travel Allowance, LTA, Medical Reimbursement, Canteen and any other allowance. All the components of supplementary allowance are subject to limits and rules prescribed by Income tax act and policies of the bank.

You will be eligible for HRA of Rs. 42,000/- (Rupees Forty Two Thousand only) per annum.

The composition of supplementary allowance can be decided once in a year. The unexercised amount of the supplementary allowance will be paid to the employee subject to deduction of tax at source.

### **Superannuation Allowances:**

You will be eligible for a Superannuation Allowance of Rs. 12,600/- (Rupees Twelve Thousand Six Hundred only) per annum.

**Benefits:**

Comprehensive Mediclaim Coverage for you and your immediate family up to Rs.400,000/- (Rupees Four Lakh only) per annum. Your immediate family includes yourself, your spouse and dependent children. You will also be eligible for Retirement Benefits of the Bank; namely Provident Fund and Gratuity, in accordance with the statutory requirements and/or, as per Bank policy.

The salary and perquisites including supplementary allowance are subject to limits and rules prescribed by the Income Tax Act / Rules and policies of the Company.

Maternity leave benefits as defined under the Maternity Benefit (Amendment) Act, 2017 are offered to eligible women employees by the Bank. Details of all types of leaves including the Maternity leave benefits offered to employees and eligibility criteria for availing such benefits are notified by the Bank under "Employee Benefit Policies" available on the Bank's intranet which will be accessible upon joining the Bank.

Signature of Applicant

Digitally signed by ARJUN  
YOGESHBHAI PAREKH  
Date: 2022.04.20 21:41:58 +05:30  
Reason: Offer Letter  
Location: Mumbai



### **JOINING FORMALITIES**

The process to join the Bank is by way of completing the online joining formalities. You are required to complete the online joining formalities within 5 days from the date of accepting offer letter. Please note that completion of online joining formalities is a mandatory process.

The login credentials are provided below:

**URL:** <https://www.icicicareers.com/Careers/CP/CandidateLogin.aspx>

**Username:** Registered email id or Applicant id

**Password:** Which has been already communicated to you through registered email id. In case, you do not remember the password, please use “forgot password “option to generate a new password.

Following documents (xerox copies) are required to be uploaded:

- 1) Self-attested copies of educational certificates and marksheets (X<sup>th</sup>/XII<sup>th</sup>/ Graduation/ Post graduation)
- 2) Work Experience Document
  - a. Resignation accepted letter from current organization
  - b. Relieving letter from two previous employers or companies worked in last five years whichever is higher
- 3) Passport size Photograph (against Red background)
- 4) Address proof (Passport/Voter id/Ration card)
- 5) PAN Card

Please note that you are required to attend Induction program (I-Banker) on your date of joining. You shall be communicated about the date, time and venue for induction program (I-Banker) by your Recruitment Manager.

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## Remuneration Details

|                                    | Assistant Manager |                 |
|------------------------------------|-------------------|-----------------|
|                                    | Monthly           | Annual          |
| Basic                              | 7000              | 84,000          |
| HRA                                | 3,500             | 42,000          |
| Supplementary Allowance *          | 12,000            | 1,44,000        |
| Superannuation Allowance **        | 1050.00           | 12,600          |
| <b>Total</b>                       | <b>23,550</b>     | <b>2,82,600</b> |
| Retirals                           |                   |                 |
| Retirals (PF, Gratuity) ***        | 2,383             | 28,596          |
| <b>Total Fixed CTC</b>             | <b>25,933</b>     | <b>3,11,196</b> |
| Performance Linked Retention Pay # | 2,250             | 27,000          |
| <b>Total CTC</b>                   | <b>28,183</b>     | <b>405000</b>   |

\* Supplementary allowance will include Conveyance / Travel allowance, LTA, Medical, Canteen and any other allowance

\*\*\* You will be eligible for Retirement Benefits of the Bank; namely Provident Fund and Gratuity, in accordance with the statutory requirements and/or, as per Bank policy

#Please note that there is no guaranteed performance linked retention pay, subject to however provisions of the payment of Bonus Act 1965, wherever applicable.

**Date:** 20-Apr-2023

Digitally signed by ARJUN YOGESHBHAI PAREKH

Date: 2022.04.20 21:41:58 +05:30

Reason: Offer Letter

Location: Mumbai



PRIVATE AND CONFIDENTIAL

Dear

SONA A

We take great pleasure in extending an offer to you for being a part of ICICI Bank.

Please find enclosed the job offer letter. Kindly note, that the offer of appointment is subject to you having fulfilled the requirements of successful completion of the degree programme within the timeline- which is the basic requirement of your eligibility. In an event, where the laid out requirements are not met within the stipulated timeline, this offer shall be withdrawn, cancelled and stand revoked which please take a note of.

Please quote your reference number, which is appearing on the top of this letter for all future correspondence.

In case you have any queries please feel free to contact at the below mentioned

details: E-Mail Address : [icicicareers@icicibank.com](mailto:icicicareers@icicibank.com)

Telephone No. : 022-71872500

Yours sincerely,

ICICI Bank HR Team

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PRIVATE AND CONFIDENTIAL

We are pleased to make you an offer of appointment as Assistant Manager in ICICI Bank. You will be placed in Branch Banking Dept at BENGALURU - ULSOOR\_BR.

Kindly note, that the offer of appointment is subject to you having fulfilled the requirements of successful completion of the degree programme within the timeline- which is the basic requirement of your eligibility. In an event, where the laid out requirements are not met within the stipulated timeline, this offer shall be withdrawn, cancelled and stand revoked which please take a note of.

The details of your remuneration and benefits are given in Annexure.

The following are the terms and conditions of the appointment.

Commencement/Term:

- You shall be required to join the Bank on or before 20-Apr-2023.
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Other Terms and Conditions of Service:

- a) Professional Ethics & Confidentiality:** While you are in the services of the Bank, you are not permitted to carry on any business or profession or enter, for any part of your time, in any capacity, the services of, or be employed by or engaged with any other firm, company or person. You will devote your whole time and attention to your office work to promote the interest of the Bank. You will not divulge details like your compensation structure (CTC), performance rating, performance bonus amount, increment, etc. and will not divulge to any person or utilize any of the Bank's secrets or other related information (which you may possess by reason of your association with the Bank) with any external agencies, press etc. outside the Bank. Any act in breach of this term would entail initiation of appropriate action as deemed fit by the Bank.
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:2:

- **Notice Period:** In case you decide to leave the Bank's services during probation period or after confirmation, you will be required to give thirty days' notice. The Bank in its sole discretion can decide to waive off/reduce the notice period depending upon the exigencies. In such case, you would be required to pay to the Bank the gross salary for the notice period so reduced/waived off.

After confirmation, your services would be liable to be terminated by the Bank, by giving thirty days' notice or on payment of thirty days' gross salary in lieu of the notice period.

- **Transfer:** The Bank shall have the right to transfer/depute you to any of its offices or ICICI group companies in India and abroad.
- **Joining Competitor:** In the event of termination of your services by the Bank or your resignation from the services of the Bank, you shall not join any Banking or Financial Services Company for a period of six months from the date of resignation/termination.
- Please note that during the course of your services with the Bank or in the event of cessation of your services in future, due to any reason whatsoever, you shall, for a period of six months from the date of such cessation, directly or indirectly, either on your own accord or on behalf or in conjunction with any other person/s, firm or company refrain/desist from canvassing or soliciting or attempting to or inducing any employee(s)/business associate(s) to leave their current employment with the Bank/Group Companies/Business Partners to join the services of your new employer/firm/company or any other competitor of the Bank/Group Companies/Business Partners. Any act in contravention of the above provision shall entail initiation of appropriate action as deemed fit by the Bank.
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- a) Any breach of the conditions mentioned in this letter on your part
- b) You not successfully completing the degree programme within the stipulated timeline during the current academic year and non-submission of your certificate and mark sheet within 3 months of result announcement
- c) Any incorrect information furnished by you like:
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  - Mismatch in your previous pay slip
  - Fake qualification certificates etc; and
- d) Suppression of any material information by you.



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:4

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You will keep us informed of any change in your residential address.

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Yours sincerely,

Arjun Parekh  
ZONAL RECRUITMENT HEAD

Digitally signed by ARJUN YOGESHBHAI PAREKH Date:  
2022.04.20 21:41:58 +05:30

I have read and accept all the terms and conditions of the offer and would like to confirm my acceptance.

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Signature of Applicant

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:5:

## **Annexure:**

### **Remuneration:**

Your Base Salary will be Rs. 84,000/- (Rupees Eighty Four Thousand only) per annum.

You will eligible for the Performance Linked Retention Pay, as per the policy of the Bank. Please note that there is no guaranteed performance bonus, subject to however provisions of the Payment of Bonus Act 1965, wherever applicable. The performance linked Retention pay would be payable to an employee only if the employee on the day of payout is on the rolls of the bank and he/she has not resigned and / or is serving notice period.

### **Supplementary Allowances:**

You will be eligible for a Supplementary Allowance of Rs. 1,44,000/- (Rupees One Lakh Forty Four Thousand only) per annum. Supplementary allowance will include –Conveyance / Travel Allowance, LTA, Medical Reimbursement, Canteen and any other allowance. All the components of supplementary allowance are subject to limits and rules prescribed by Income tax act and policies of the bank.

You will be eligible for HRA of Rs. 42,000/- (Rupees Forty Two Thousand only) per annum.

The composition of supplementary allowance can be decided once in a year. The unexercised amount of the supplementary allowance will be paid to the employee subject to deduction of tax at source.

### **Superannuation Allowances:**

You will be eligible for a Superannuation Allowance of Rs. 12,600/- (Rupees Twelve Thousand Six Hundred only) per annum.

**Benefits:**

Comprehensive Mediclaim Coverage for you and your immediate family up to Rs.400,000/- (Rupees Four Lakh only) per annum. Your immediate family includes yourself, your spouse and dependent children. You will also be eligible for Retirement Benefits of the Bank; namely Provident Fund and Gratuity, in accordance with the statutory requirements and/or, as per Bank policy.

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Signature of Applicant

Digitally signed by ARJUN  
YOGESHBHAI PAREKH  
Date: 2022.04.20 21:41:58 +05:30  
Reason: Offer Letter  
Location: Mumbai



### **JOINING FORMALITIES**

The process to join the Bank is by way of completing the online joining formalities. You are required to complete the online joining formalities within 5 days from the date of accepting offer letter. Please note that completion of online joining formalities is a mandatory process.

The login credentials are provided below:

**URL:** <https://www.icicicareers.com/Careers/CP/CandidateLogin.aspx>

**Username:** Registered email id or Applicant id

**Password:** Which has been already communicated to you through registered email id. In case, you do not remember the password, please use “forgot password “option to generate a new password.

Following documents (xerox copies) are required to be uploaded:

- 1) Self-attested copies of educational certificates and marksheets (X<sup>th</sup>/XII<sup>th</sup>/ Graduation/ Post graduation)
- 2) Work Experience Document
  - a. Resignation accepted letter from current organization
  - b. Relieving letter from two previous employers or companies worked in last five years whichever is higher
- 3) Passport size Photograph (against Red background)
- 4) Address proof (Passport/Voter id/Ration card)
- 5) PAN Card

Please note that you are required to attend Induction program (I-Banker) on your date of joining. You shall be communicated about the date, time and venue for induction program (I-Banker) by your Recruitment Manager.

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## Remuneration Details

|                                    | Assistant Manager |                 |
|------------------------------------|-------------------|-----------------|
|                                    | Monthly           | Annual          |
| Basic                              | 7000              | 84,000          |
| HRA                                | 3,500             | 42,000          |
| Supplementary Allowance *          | 12,000            | 1,44,000        |
| Superannuation Allowance **        | 1050.00           | 12,600          |
| <b>Total</b>                       | <b>23,550</b>     | <b>2,82,600</b> |
| Retirals                           |                   |                 |
| Retirals (PF, Gratuity) ***        | 2,383             | 28,596          |
| <b>Total Fixed CTC</b>             | <b>25,933</b>     | <b>3,11,196</b> |
| Performance Linked Retention Pay # | 2,250             | 27,000          |
| <b>Total CTC</b>                   | <b>28,183</b>     | <b>405000</b>   |

\* Supplementary allowance will include Conveyance / Travel allowance, LTA, Medical, Canteen and any other allowance

\*\*\* You will be eligible for Retirement Benefits of the Bank; namely Provident Fund and Gratuity, in accordance with the statutory requirements and/or, as per Bank policy

#Please note that there is no guaranteed performance linked retention pay, subject to however provisions of the payment of Bonus Act 1965, wherever applicable.

**Date:** 20-Apr-2023

Digitally signed by ARJUN YOGESHBHAI PAREKH

Date: 2022.04.20 21:41:58 +05:30

Reason: Offer Letter

Location: Mumbai



PRIVATE AND CONFIDENTIAL

Dear

SONU

KUMAR

SHARMA

We take great pleasure in extending an offer to you for being a part of ICICI Bank.

Please find enclosed the job offer letter. Kindly note, that the offer of appointment is subject to you having fulfilled the requirements of successful completion of the degree programme within the timeline- which is the basic requirement of your eligibility. In an event, where the laid out requirements are not met within the stipulated timeline, this offer shall be withdrawn, cancelled and stand revoked which please take a note of.

Please quote your reference number, which is appearing on the top of this letter for all future correspondence.

In case you have any queries please feel free to contact at the below mentioned

details: E-Mail Address : [icicicareers@icicibank.com](mailto:icicicareers@icicibank.com)

Telephone No. : 022-71872500

Yours sincerely,

ICICI Bank HR Team



PRIVATE AND CONFIDENTIAL

We are pleased to make you an offer of appointment as Assistant Manager in ICICI Bank. You will be placed in Branch Banking Dept at BENGALURU - ULSOOR\_BR.

Kindly note, that the offer of appointment is subject to you having fulfilled the requirements of successful completion of the degree programme within the timeline- which is the basic requirement of your eligibility. In an event, where the laid out requirements are not met within the stipulated timeline, this offer shall be withdrawn, cancelled and stand revoked which please take a note of.

The details of your remuneration and benefits are given in Annexure.

The following are the terms and conditions of the appointment.

Commencement/Term:

- You shall be required to join the Bank on or before 20-Apr-2023.
- You will be on probation for a period of one year or such extended period as may be decided by the Bank based on your performance during the probation period.
- On satisfactory completion of your probation period, including that of extended period, if any, you will be confirmed in the services of the Bank in writing.

Other Terms and Conditions of Service:

- a) Professional Ethics & Confidentiality:** While you are in the services of the Bank, you are not permitted to carry on any business or profession or enter, for any part of your time, in any capacity, the services of, or be employed by or engaged with any other firm, company or person. You will devote your whole time and attention to your office work to promote the interest of the Bank. You will not divulge details like your compensation structure (CTC), performance rating, performance bonus amount, increment, etc. and will not divulge to any person or utilize any of the Bank's secrets or other related information (which you may possess by reason of your association with the Bank) with any external agencies, press etc. outside the Bank. Any act in breach of this term would entail initiation of appropriate action as deemed fit by the Bank.
- b) IT Security Practice & Procedures:** While you are in the services of the Bank, you will adhere to the IT Security Practice & Procedures as prescribed by ICICI Bank. Any instance/s of violation or any attempted violation of the aforesaid IT Security Practices and Procedures on your part shall result in disciplinary action.

**ICICI Bank Limited**  
ICICI Bank Towers  
Bandra-Kurla Complex  
Mumbai 400 051, India.

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Website [www.icicibank.com](http://www.icicibank.com)  
CIN.: L65190GJ1994PLC021012

Regd. Office : ICICI Bank Tower,  
Near Chakli Circle,  
Old Padra Road,  
Vadodara 390 007, India.

:2:

- **Notice Period:** In case you decide to leave the Bank's services during probation period or after confirmation, you will be required to give thirty days' notice. The Bank in its sole discretion can decide to waive off/reduce the notice period depending upon the exigencies. In such case, you would be required to pay to the Bank the gross salary for the notice period so reduced/waived off.

After confirmation, your services would be liable to be terminated by the Bank, by giving thirty days' notice or on payment of thirty days' gross salary in lieu of the notice period.

- **Transfer:** The Bank shall have the right to transfer/depute you to any of its offices or ICICI group companies in India and abroad.
- **Joining Competitor:** In the event of termination of your services by the Bank or your resignation from the services of the Bank, you shall not join any Banking or Financial Services Company for a period of six months from the date of resignation/termination.
- Please note that during the course of your services with the Bank or in the event of cessation of your services in future, due to any reason whatsoever, you shall, for a period of six months from the date of such cessation, directly or indirectly, either on your own accord or on behalf or in conjunction with any other person/s, firm or company refrain/desist from canvassing or soliciting or attempting to or inducing any employee(s)/business associate(s) to leave their current employment with the Bank/Group Companies/Business Partners to join the services of your new employer/firm/company or any other competitor of the Bank/Group Companies/Business Partners. Any act in contravention of the above provision shall entail initiation of appropriate action as deemed fit by the Bank.
- Please note that during the course of your services with the Bank you cannot be a member of any anti-social/national outfits or of any outfit which is declared as banned by the Government. Any act in breach of this term would entail initiation of appropriate action as deemed fit by the Bank.

:3:

- Please note that while joining the services of the Bank and during the course of your services with the Bank, you would be required to notify the Bank immediately with details of civil or criminal case/s instituted against you in any Court of Law or any complaint/show cause notice /prosecution with/by any Police Station or by any statutory authority, as also you will notify any outcome of such complaint like filing of Chargesheet /Arrest/Conviction/Acquittal/Discharge. Any act in breach of this term would entail initiation of appropriate action as deemed fit by the Bank.
- The Bank expects resolution of issue/s relating to your employment, if any, within the framework internally, at all times during your service period and even after cessation of service due to any reason whatsoever. As such please note that any attempt to bring any outside influence - directly or indirectly - upon any authority to further your interest/s in respect of matters pertaining to your services with the Bank would amount to breach of employment contract leading to initiation of appropriate action.
- Please note that during the course of your services with the Bank, you will not take part in any demonstration/agitation against the Bank and its official/s for or on behalf of any external bodies/political outfits- either as a member or as a sympathizer. Any act in contravention of the above would be treated as prejudicial to the interest and reputation of the Bank leading to initiation of appropriate action.
- **Termination of Employment:** Your services with the Bank are liable to be terminated:

Without assigning any reason and without giving any notice during probation period and after confirmation by giving thirty days' notice or on payment of thirty days' gross salary in lieu of the notice period and at any time during your services with the Bank in the event of

- a) Any breach of the conditions mentioned in this letter on your part
- b) You not successfully completing the degree programme within the stipulated timeline during the current academic year and non-submission of your certificate and mark sheet within 3 months of result announcement
- c) Any incorrect information furnished by you like:
  - Mismatch in your previous employment data even for a day
  - Mismatch in your previous pay slip
  - Fake qualification certificates etc; and
- d) Suppression of any material information by you.



- e) Any breach of the Rules and Regulations of the Bank as applicable/may be made applicable to you from time to time.

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:4

- **General:**

Your appointment and continuation in employment are subject to reference checks, successful completion of your course during the current academic year and submission of your certificate and mark sheet within 3 months of joining.

You will be bound by the Rules and Regulations of the Bank.

You will keep us informed of any change in your residential address.

Your acceptance is taken as your understanding that the role in ICICI Bank may involve sales. You may be required to travel extensively as per the requirement of your job/role or as may be needed for the exigencies of the Bank. Also, that you further understand that your services in the Bank are transferrable in any location and profile including sales, across geographies as per organization requirements.

If you are agreeable to the above mentioned terms and conditions, please intimate your acceptance to us by returning a copy of this letter, duly signed by you, within seven days of receipt. In case no confirmation is received within the above-mentioned period the appointment letter shall be deemed to have been withdrawn.

Yours sincerely,

Arjun Parekh  
ZONAL RECRUITMENT HEAD

Digitally signed by ARJUN YOGESHBHAI PAREKH Date:  
2022.04.20 21:41:58 +05:30

I have read and accept all the terms and conditions of the offer and would like to confirm my acceptance.

**ICICI Bank Limited**  
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Signature of Applicant

**ICICI Bank Limited**  
ICICI Bank Towers  
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:5:

## **Annexure:**

### **Remuneration:**

Your Base Salary will be Rs. 84,000/- (Rupees Eighty Four Thousand only) per annum.

You will eligible for the Performance Linked Retention Pay, as per the policy of the Bank. Please note that there is no guaranteed performance bonus, subject to however provisions of the Payment of Bonus Act 1965, wherever applicable. The performance linked Retention pay would be payable to an employee only if the employee on the day of payout is on the rolls of the bank and he/she has not resigned and / or is serving notice period.

### **Supplementary Allowances:**

You will be eligible for a Supplementary Allowance of Rs. 1,44,000/- (Rupees One Lakh Forty Four Thousand only) per annum. Supplementary allowance will include –Conveyance / Travel Allowance, LTA, Medical Reimbursement, Canteen and any other allowance. All the components of supplementary allowance are subject to limits and rules prescribed by Income tax act and policies of the bank.

You will be eligible for HRA of Rs. 42,000/- (Rupees Forty Two Thousand only) per annum.

The composition of supplementary allowance can be decided once in a year. The unexercised amount of the supplementary allowance will be paid to the employee subject to deduction of tax at source.

### **Superannuation Allowances:**

You will be eligible for a Superannuation Allowance of Rs. 12,600/- (Rupees Twelve Thousand Six Hundred only) per annum.

**Benefits:**

Comprehensive Mediclaim Coverage for you and your immediate family up to Rs.400,000/- (Rupees Four Lakh only) per annum. Your immediate family includes yourself, your spouse and dependent children. You will also be eligible for Retirement Benefits of the Bank; namely Provident Fund and Gratuity, in accordance with the statutory requirements and/or, as per Bank policy.

The salary and perquisites including supplementary allowance are subject to limits and rules prescribed by the Income Tax Act / Rules and policies of the Company.

Maternity leave benefits as defined under the Maternity Benefit (Amendment) Act, 2017 are offered to eligible women employees by the Bank. Details of all types of leaves including the Maternity leave benefits offered to employees and eligibility criteria for availing such benefits are notified by the Bank under "Employee Benefit Policies" available on the Bank's intranet which will be accessible upon joining the Bank.

Signature of Applicant

Digitally signed by ARJUN  
YOGESHBHAI PAREKH  
Date: 2022.04.20 21:41:58 +05:30  
Reason: Offer Letter  
Location: Mumbai



### **JOINING FORMALITIES**

The process to join the Bank is by way of completing the online joining formalities. You are required to complete the online joining formalities within 5 days from the date of accepting offer letter. Please note that completion of online joining formalities is a mandatory process.

The login credentials are provided below:

**URL:** <https://www.icicicareers.com/Careers/CP/CandidateLogin.aspx>

**Username:** Registered email id or Applicant id

**Password:** Which has been already communicated to you through registered email id. In case, you do not remember the password, please use “forgot password “option to generate a new password.

Following documents (xerox copies) are required to be uploaded:

- 1) Self-attested copies of educational certificates and marksheets (X<sup>th</sup>/XII<sup>th</sup>/ Graduation/ Post graduation)
- 2) Work Experience Document
  - a. Resignation accepted letter from current organization
  - b. Relieving letter from two previous employers or companies worked in last five years whichever is higher
- 3) Passport size Photograph (against Red background)
- 4) Address proof (Passport/Voter id/Ration card)
- 5) PAN Card

Please note that you are required to attend Induction program (I-Banker) on your date of joining. You shall be communicated about the date, time and venue for induction program (I-Banker) by your Recruitment Manager.

**ICICI Bank Limited**  
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## Remuneration Details

|                                    | Assistant Manager |                 |
|------------------------------------|-------------------|-----------------|
|                                    | Monthly           | Annual          |
| Basic                              | 7000              | 84,000          |
| HRA                                | 3,500             | 42,000          |
| Supplementary Allowance *          | 12,000            | 1,44,000        |
| Superannuation Allowance **        | 1050.00           | 12,600          |
| <b>Total</b>                       | <b>23,550</b>     | <b>2,82,600</b> |
| Retirals                           |                   |                 |
| Retirals (PF, Gratuity) ***        | 2,383             | 28,596          |
| <b>Total Fixed CTC</b>             | <b>25,933</b>     | <b>3,11,196</b> |
| Performance Linked Retention Pay # | 2,250             | 27,000          |
| <b>Total CTC</b>                   | <b>28,183</b>     | <b>405000</b>   |

\* Supplementary allowance will include Conveyance / Travel allowance, LTA, Medical, Canteen and any other allowance

\*\*\* You will be eligible for Retirement Benefits of the Bank; namely Provident Fund and Gratuity, in accordance with the statutory requirements and/or, as per Bank policy

#Please note that there is no guaranteed performance linked retention pay, subject to however provisions of the payment of Bonus Act 1965, wherever applicable.

**Date:** 20-Apr-2023

Digitally signed by ARJUN YOGESHBHAI PAREKH

Date: 2022.04.20 21:41:58 +05:30

Reason: Offer Letter

Location: Mumbai



PRIVATE AND CONFIDENTIAL

Dear

VANDANA R

We take great pleasure in extending an offer to you for being a part of ICICI Bank.

Please find enclosed the job offer letter. Kindly note, that the offer of appointment is subject to you having fulfilled the requirements of successful completion of the degree programme within the timeline- which is the basic requirement of your eligibility. In an event, where the laid out requirements are not met within the stipulated timeline, this offer shall be withdrawn, cancelled and stand revoked which please take a note of.

Please quote your reference number, which is appearing on the top of this letter for all future correspondence.

In case you have any queries please feel free to contact at the below mentioned

details: E-Mail Address : [icicicareers@icicibank.com](mailto:icicicareers@icicibank.com)

Telephone No. : 022-71872500

Yours sincerely,

ICICI Bank HR Team



PRIVATE AND CONFIDENTIAL

We are pleased to make you an offer of appointment as Assistant Manager in ICICI Bank. You will be placed in Branch Banking Dept at BENGALURU - ULSOOR\_BR.

Kindly note, that the offer of appointment is subject to you having fulfilled the requirements of successful completion of the degree programme within the timeline- which is the basic requirement of your eligibility. In an event, where the laid out requirements are not met within the stipulated timeline, this offer shall be withdrawn, cancelled and stand revoked which please take a note of.

The details of your remuneration and benefits are given in Annexure.

The following are the terms and conditions of the appointment.

Commencement/Term:

- You shall be required to join the Bank on or before 20-Apr-2023.
- You will be on probation for a period of one year or such extended period as may be decided by the Bank based on your performance during the probation period.
- On satisfactory completion of your probation period, including that of extended period, if any, you will be confirmed in the services of the Bank in writing.

Other Terms and Conditions of Service:

- a) Professional Ethics & Confidentiality:** While you are in the services of the Bank, you are not permitted to carry on any business or profession or enter, for any part of your time, in any capacity, the services of, or be employed by or engaged with any other firm, company or person. You will devote your whole time and attention to your office work to promote the interest of the Bank. You will not divulge details like your compensation structure (CTC), performance rating, performance bonus amount, increment, etc. and will not divulge to any person or utilize any of the Bank's secrets or other related information (which you may possess by reason of your association with the Bank) with any external agencies, press etc. outside the Bank. Any act in breach of this term would entail initiation of appropriate action as deemed fit by the Bank.
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:2:

- **Notice Period:** In case you decide to leave the Bank's services during probation period or after confirmation, you will be required to give thirty days' notice. The Bank in its sole discretion can decide to waive off/reduce the notice period depending upon the exigencies. In such case, you would be required to pay to the Bank the gross salary for the notice period so reduced/waived off.

After confirmation, your services would be liable to be terminated by the Bank, by giving thirty days' notice or on payment of thirty days' gross salary in lieu of the notice period.

- **Transfer:** The Bank shall have the right to transfer/depute you to any of its offices or ICICI group companies in India and abroad.
- **Joining Competitor:** In the event of termination of your services by the Bank or your resignation from the services of the Bank, you shall not join any Banking or Financial Services Company for a period of six months from the date of resignation/termination.
- Please note that during the course of your services with the Bank or in the event of cessation of your services in future, due to any reason whatsoever, you shall, for a period of six months from the date of such cessation, directly or indirectly, either on your own accord or on behalf or in conjunction with any other person/s, firm or company refrain/desist from canvassing or soliciting or attempting to or inducing any employee(s)/business associate(s) to leave their current employment with the Bank/Group Companies/Business Partners to join the services of your new employer/firm/company or any other competitor of the Bank/Group Companies/Business Partners. Any act in contravention of the above provision shall entail initiation of appropriate action as deemed fit by the Bank.
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- Please note that while joining the services of the Bank and during the course of your services with the Bank, you would be required to notify the Bank immediately with details of civil or criminal case/s instituted against you in any Court of Law or any complaint/show cause notice /prosecution with/by any Police Station or by any statutory authority, as also you will notify any outcome of such complaint like filing of Chargesheet /Arrest/Conviction/Acquittal/Discharge. Any act in breach of this term would entail initiation of appropriate action as deemed fit by the Bank.
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Without assigning any reason and without giving any notice during probation period and after confirmation by giving thirty days' notice or on payment of thirty days' gross salary in lieu of the notice period and at any time during your services with the Bank in the event of

- a) Any breach of the conditions mentioned in this letter on your part
- b) You not successfully completing the degree programme within the stipulated timeline during the current academic year and non-submission of your certificate and mark sheet within 3 months of result announcement
- c) Any incorrect information furnished by you like:
  - Mismatch in your previous employment data even for a day
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- e) Any breach of the Rules and Regulations of the Bank as applicable/may be made applicable to you from time to time.

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You will be bound by the Rules and Regulations of the Bank.

You will keep us informed of any change in your residential address.

Your acceptance is taken as your understanding that the role in ICICI Bank may involve sales. You may be required to travel extensively as per the requirement of your job/role or as may be needed for the exigencies of the Bank. Also, that you further understand that your services in the Bank are transferrable in any location and profile including sales, across geographies as per organization requirements.

If you are agreeable to the above mentioned terms and conditions, please intimate your acceptance to us by returning a copy of this letter, duly signed by you, within seven days of receipt. In case no confirmation is received within the above-mentioned period the appointment letter shall be deemed to have been withdrawn.

Yours sincerely,

Arjun Parekh  
ZONAL RECRUITMENT HEAD

Digitally signed by ARJUN YOGESHBHAI PAREKH Date:  
2022.04.20 21:41:58 +05:30

I have read and accept all the terms and conditions of the offer and would like to confirm my acceptance.

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Signature of Applicant

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:5:

## **Annexure:**

### **Remuneration:**

Your Base Salary will be Rs. 84,000/- (Rupees Eighty Four Thousand only) per annum.

You will eligible for the Performance Linked Retention Pay, as per the policy of the Bank. Please note that there is no guaranteed performance bonus, subject to however provisions of the Payment of Bonus Act 1965, wherever applicable. The performance linked Retention pay would be payable to an employee only if the employee on the day of payout is on the rolls of the bank and he/she has not resigned and / or is serving notice period.

### **Supplementary Allowances:**

You will be eligible for a Supplementary Allowance of Rs. 1,44,000/- (Rupees One Lakh Forty Four Thousand only) per annum. Supplementary allowance will include –Conveyance / Travel Allowance, LTA, Medical Reimbursement, Canteen and any other allowance. All the components of supplementary allowance are subject to limits and rules prescribed by Income tax act and policies of the bank.

You will be eligible for HRA of Rs. 42,000/- (Rupees Forty Two Thousand only) per annum.

The composition of supplementary allowance can be decided once in a year. The unexercised amount of the supplementary allowance will be paid to the employee subject to deduction of tax at source.

### **Superannuation Allowances:**

You will be eligible for a Superannuation Allowance of Rs. 12,600/- (Rupees Twelve Thousand Six Hundred only) per annum.

**Benefits:**

Comprehensive Mediclaim Coverage for you and your immediate family up to Rs.400,000/- (Rupees Four Lakh only) per annum. Your immediate family includes yourself, your spouse and dependent children. You will also be eligible for Retirement Benefits of the Bank; namely Provident Fund and Gratuity, in accordance with the statutory requirements and/or, as per Bank policy.

The salary and perquisites including supplementary allowance are subject to limits and rules prescribed by the Income Tax Act / Rules and policies of the Company.

Maternity leave benefits as defined under the Maternity Benefit (Amendment) Act, 2017 are offered to eligible women employees by the Bank. Details of all types of leaves including the Maternity leave benefits offered to employees and eligibility criteria for availing such benefits are notified by the Bank under "Employee Benefit Policies" available on the Bank's intranet which will be accessible upon joining the Bank.

Signature of Applicant

Digitally signed by ARJUN  
YOGESHBHAI PAREKH  
Date: 2022.04.20 21:41:58 +05:30  
Reason: Offer Letter  
Location: Mumbai



## **JOINING FORMALITIES**

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The login credentials are provided below:

**URL:** <https://www.icicicareers.com/Careers/CP/CandidateLogin.aspx>

**Username:** Registered email id or Applicant id

**Password:** Which has been already communicated to you through registered email id. In case, you do not remember the password, please use “forgot password “option to generate a new password.

Following documents (xerox copies) are required to be uploaded:

- 1) Self-attested copies of educational certificates and marksheets (X<sup>th</sup>/XII<sup>th</sup>/ Graduation/ Post graduation)
- 2) Work Experience Document
  - a. Resignation accepted letter from current organization
  - b. Relieving letter from two previous employers or companies worked in last five years whichever is higher
- 3) Passport size Photograph (against Red background)
- 4) Address proof (Passport/Voter id/Ration card)
- 5) PAN Card

Please note that you are required to attend Induction program (I-Banker) on your date of joining. You shall be communicated about the date, time and venue for induction program (I-Banker) by your Recruitment Manager.

**ICICI Bank Limited**  
ICICI Bank Towers  
Bandra-Kurla Complex  
Mumbai 400 051, India.

Tel.: (91-22) 2653 1414  
Fax: (91-22) 2653 1122  
Website [www.icicibank.com](http://www.icicibank.com)  
CIN.: L65190GJ1994PLC021012

Regd. Office : ICICI Bank Tower,  
Near Chakli Circle,  
Old Padra Road,  
Vadodara 390 007, India.

## Remuneration Details

|                                    | Assistant Manager |                 |
|------------------------------------|-------------------|-----------------|
|                                    | Monthly           | Annual          |
| Basic                              | 7000              | 84,000          |
| HRA                                | 3,500             | 42,000          |
| Supplementary Allowance *          | 12,000            | 1,44,000        |
| Superannuation Allowance **        | 1050.00           | 12,600          |
| <b>Total</b>                       | <b>23,550</b>     | <b>2,82,600</b> |
| Retirals                           |                   |                 |
| Retirals (PF, Gratuity) ***        | 2,383             | 28,596          |
| <b>Total Fixed CTC</b>             | <b>25,933</b>     | <b>3,11,196</b> |
| Performance Linked Retention Pay # | 2,250             | 27,000          |
| <b>Total CTC</b>                   | <b>28,183</b>     | <b>405000</b>   |

\* Supplementary allowance will include Conveyance / Travel allowance, LTA, Medical, Canteen and any other allowance

\*\*\* You will be eligible for Retirement Benefits of the Bank; namely Provident Fund and Gratuity, in accordance with the statutory requirements and/or, as per Bank policy

#Please note that there is no guaranteed performance linked retention pay, subject to however provisions of the payment of Bonus Act 1965, wherever applicable.

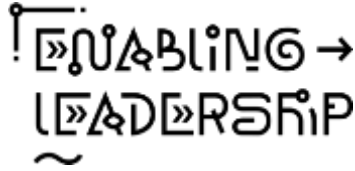
**Date:** 20-Apr-2023

Digitally signed by ARJUN YOGESHBHAI PAREKH

Date: 2022.04.20 21:41:58 +05:30

Reason: Offer Letter

Location: Mumbai



ENABLING LEADERSHIP FOUNDATION

#1101, Cabin No. 311/A, 3rd Floor, 24th Main, JP Nagar, 1st Phase,  
Bangalore: 560078, Karnataka, India

Dear IHEIZEULE,

Thank you for applying for the role of Program Associate in our Build Maya Program. Based on the conversations we have had during the past few weeks, we would like to formally offer you the position of **Program Associate** at **Enabling Leadership India**.

This is a full-time position based in **Bangalore**. You will be reporting to Program Manager, Bangalore. Your expected starting date is **18<sup>th</sup> April 2022**. Your Key Performance Indicators will be shared by your direct manager.

We will be offering you an **Annual CTC of 3,24,000 INR** (subject to statutory deductions of PF, Prof Tax & any other applicable taxes). Your work-related travel will be handled separately.

We would like to have your response by **11<sup>th</sup> April 2022**. A formal contract will be sent to you after your acceptance of this offer.

Please feel free to contact me via email or phone, should you have any questions.

We are all looking forward to having you on our team.

Warm Regards

*Soujanya Jandhyala*

Human Resource, India  
Soujanya Jandhyala  
(on behalf of Enabling Leadership Foundation)

■ ■ ■

CIN Number - 80900KA2021NPL148987

Telephone No. Ph: 080-42711000

Email: [info@enablingleadership.org](mailto:info@enablingleadership.org)

[enablingleadership.org](http://enablingleadership.org)





Dear **IMAN MAKNOJIA**,

**Date: 9 -Mar -2023**

On behalf of Mu Sigma., it is our pleasure to confirm your selection for employment as “**Software Engineer- Trainee**”, in our **India** operations. We are very excited to extend this offer, and the opportunity it represents, with great confidence in your abilities.

We will be pleased to offer you on the following terms & conditions:

Designation : **Software Engineer – Trainee**

Total Cost to Company: **Rs. 500000/- per annum**

Compensation: **As Detailed in Annexure I**

The company will make deductions as may be necessary as per Statutory compliance with State / Central tax laws.

Your Initial Posting will be at **Bangalore** However, your services are transferable to any other place or office of the Company or to any subsidiary or associate company; whether now existing or still to be formed. Such transfer / deputation will be in accordance with the company’s rules being in force at the time. You are required to work from office on all 5 working days (Mon to Fri) for a period of 6 months from your date of joining , post which the schedule will be decided by the organization based on the requirements.

This letter will be followed by a background verification email and you will be required to share relevant documents as requested. Upon successful initiation of background verification, we will mail you a detailed offer letter before join us in July/August (Based Final Exams). It will include your date of joining, initial posting location and complete employment terms & conditions. Kindly consider this letter as an indicative offer, to begin with the on-boarding process.

Sincerely,  
Mu Sigma

**Annexure I**

|               |                           |              |           |
|---------------|---------------------------|--------------|-----------|
| <b>NAME:</b>  | GAJULA RAM KUMAR          |              |           |
| <b>TITLE:</b> | Software Engineer Trainee | <b>GRADE</b> | <b>P2</b> |

| COMPONENTS - A                      | Limits | Per Month     | Per Annum       |
|-------------------------------------|--------|---------------|-----------------|
| Basic                               |        | 21,667        | 2,60,000        |
| HRA                                 |        | 10,833        | 1,30,000        |
| Executive Allowance                 |        | 14,508        | 1,74,097        |
| LTA - Maximum One Month Basic       | 21,667 | 1,806         | 21,667          |
| Children Education Allowance        | 2,400  | 200           | 2,400           |
| Lunch Coupon                        | 18,000 | 1,500         | 18,000          |
| Residential Telephone Reimbursement | -      | -             | -               |
| PF (Employer's Contribution)        |        | 2,600         | 31,200          |
| Gratuity                            |        | 1,053         | 12,636          |
| <b>Fixed Compensation</b>           |        | <b>54,167</b> | <b>3,50,000</b> |
| Insurance                           |        | 2,667         | 32,000          |
| <b>STI</b>                          |        |               | <b>60,600</b>   |
| <b>Total Compensation</b>           |        |               | <b>500000</b>   |

**Note:**

FBP Component can be Zero or Maximum provided in the each row of FBP section.  
 FBP Component can be changed three times a year before December of each year as per finance guidelines



# INDIAN LAW SOCIETY

No. ILS/SP/ 29p) /2022

19th March 2022

To

ALAN JOHN KALLIKADAN

Main road dharamgarh, Kalahandi,

Odisha 766015

Dear ALAN JOHN KALLIKADAN,

I am pleased to inform you that you have been offered a position at the Centre for Mental Law & Policy, Indian Law Society [ILS], for the duration 1\* April 2022 to 31st March 2023 on the following terms and conditions:

- 1. Position:** You will be designated as Research Associate (Grade 1) and will be based at Mehsana Gujarat. A broad outline of your expected job role is given in Annexure A. This position is purely contractual and temporary and may be modified based on mutual discussions.
- 2. Salary:** Your salary per month is Rs. 35,000/- (Rupees Thirty-five thousand only). The break-up of the pay scale has been given in Annexure B. You are not eligible to any other monetary claims other than your monthly salary. You are also not eligible for Provident Funds and ESIC benefits.
- 3. Probation Period:** This contract is offered initially for the probation period from 1st April 2022 to 31st June 2022. On satisfactory completion of this period, your appointment will be confirmed; however, if your performance during the above said period is found to be unsatisfactory, then in such case, after your performance is evaluated, your contract may be terminated at the sole discretion of ILS.
- 4. Dual Work:** Your position with ILS is full time and you will devote yourself exclusively

to this position for the time commitment specified in Clause 7 of the contract. You will not undertake any other work for remuneration, work in advisory capacity or be interested directly or indirectly (except as shareholder or debenture holder) in any other trade or business for the duration of this contract without prior written permission of ILS.

5. **Increment:** You may be considered as eligible for an increment at the end of 12 months subject to your performance.

6. **Income tax:** All applicable income taxes including Tax Deducted at Source will be paid to the appropriate authorities by ILS after deducting the same from your gross salary.

7. **Hours of work:** You are expected to work 6 days a week from Monday to Saturday for 8 hours per day.

8. **Leave:** You are entitled to leave as per the official leave policy subject to approval of your reporting manager. Leave beyond the stipulated number in the leave policy or in contravention of the same will be unpaid.

9. **Policies:** You will be governed by ILS's policies in force for all administrative and general matters. These policies are subject to amendment from time to time; however, you shall abide by ILS's existing rules and regulations. You agree to ensure compliance with ILS's policies by signing the undertakings as given in Annexure C and Annexure

**D.**

10. **Notice Period:** Your contract may be terminated by giving you a notice of 15 days. If you wish to resign, you shall be required to give notice of 30 days. If a notice of 30 days is not served, the salary for the previous month shall not be paid. You will be relieved of your duty only after handing over charge satisfactorily as per guidance of your reporting manager. Further, ILS may at its sole discretion terminate your contract immediately in accordance with Clause 13 of this contract.

11. **Confidentiality:** You agree not to disclose or make public without the consent of ILS any Confidential Information received or obtained from ILS or developed during this contract, to any third party, or use the Confidential Information for your own or any other party's benefit, except as may be required by legal obligations. All Confidential Information disclosed to you shall be and remain the property of ILS. Upon ILS's

written request, you shall promptly return all Confidential Information (including all originals, copies, reproductions, and summaries of such Confidential Information), or certify its destruction in writing, and keep the same confidential and secret in accordance with this contract. ILS reserves the right to take appropriate action in accordance with organisational policies and applicable laws in case you breach these terms and conditions.

Confidential Information' refers to any information of a secret or confidential nature relating to the ILS's work and projects. It includes, but is not limited to all ILS documents, records, information and data (whether verbal, electronic or written), schedules, project plans, dissemination plans, analyses, compilations, studies, prototypes, methodologies, formulations, and any other information related to ILS's project plans, research and data, objectives or outcomes, furnished to ILS's consultants, employees, interns and/or partners and collaborators, in the course of their efforts, regardless of whether such Confidential Information has been expressly designated as confidential or proprietary.

12. Official Property: While you are in this position, you may be given or handed ILS'S property &/or equipment for official use and you shall take care of them including their upkeep. On cessation of your contract, you shall return forthwith all the properties of ILS in your possession.

13. Breach of Conduct: Your contract is liable to be terminated immediately without due notice and salary in the following cases:

- a. If at any time, you are found guilty of serious default or misconduct, or if you persistently fail to perform any part of your duties or you commit any breach of the terms of your appointment.
- b. You fail to comply with any of the existing policies.
- C. Any declaration given or information furnished by you to ILS are found to be false or if you are found to have wilfully suppressed any material information at any point of time during your contract.

Further, ILS has the right to be indemnified the amount pertaining to any loss that ILS may be sustain in the aforesaid cases and may also deduct such amount from your salary or

emoluments, if any then due to you.

If you decide to accept this offer, please sign the acceptance letter and undertakings in Annexure C and Annexure D and send the same to ILS's administrative office.

**Thanking you,**

**Yours sincerely**

A P Vaijayanti Joshi

Honorary Secretary

Indian Law Society

**Acceptance of Offer** , Mr. Hitesh Kumar Panda have read the terms and conditions of this contract, and having fully understood the same, accept the same as stipulated above.

#### **Annexure A**

##### **Roles &Responsibilities**

The following are your roles and responsibilities:

You are required to identify, train, assist and mentor community volunteers on the field, to travel to villages and talukas in the district of Mehsana, to liaise with local health officials for referral linkages and officials for facilitation of social benefits, to collect data and any other duties assigned by and under the guidance of Dr. Nikhil Jain (Programme Manager), Ms. Jasmine Kalha (Programme Manager) and Dr. Soumitra Pathare (Director)

Deductions of applicable Taxes as per Rules

## **AnnexureC**

### **ILS Policies Undertaking**

This is to have certify that I Mr. Hitesh Kumar Panda working as Research Associate (Grade read and understood the following policies mandated by Indian Law Society (LS). I fully understand my privileges and duties under these policies:

Please tick the policies read and understood:

1. Policy against Aid Diversion, Fraud, Money Laundering, Bribery and Terrorist Financing 2. Policy against Human Trafficking, Slavery and Exploitation 3. Policy on Conflict of Interest
4. Occupational and Health Safety Policy
5. Whistleblower Policy
6. Safeguarding Policy
7. Diversity & Inclusivity Policy
8. Code of Conduct
- 9 CMHLP's Leave Policy

I promise to abide by these policies during the course of all ILS activities and programmes.

In case of failure to do so, I accept all disciplinary action to be taken against me as per these policies.

## **AnnexureD**

### **CMHLP Travel Policy Undertaking**

This is to certify that I Mr. Hitesh Kumar Panda working as Research Associate (Grade have read and understood CMHLP's travel policy and will abide by the rules and regulations mentioned therein. I will submit all the necessary documents within the mentioned timeline and shall also submit the renewed documents as required. In case of failure to do so, I accept all disciplinary actions to be taken against me as per the protocol.



# INDIAN LAW SOCIETY

No. ILS/SP/ 29p) /2022

19th March 2022

To

ANAND P S

M.S . Palya, BTM Layout, Karnataka,  
560019

Dear ANAND P S ,

I am pleased to inform you that you have been offered a position at the Centre for Mental Law & Policy, Indian Law Society [ILS], for the duration 1\* April 2022 to 31st March 2023 on the following terms and conditions:

1. **Position:** You will be designated as Research Associate (Grade 1) and will be based at Mehsana Gujarat. A broad outline of your expected job role is given in Annexure A.

This position is purely contractual and temporary and may be modified based on mutual discussions.

2. **Salary:** Your salary per month is Rs. 35,000/- (Rupees Thirty-five thousand only). The break-up of the pay scale has been given in Annexure B. You are not eligible to any other monetary claims other than your monthly salary. You are also not eligible for Provident Funds and ESIC benefits.

3. **Probation Period:** This contract is offered initially for the probation period from 1st April 2022 to 31st June 2022. On satisfactory completion of this period, your appointment will be confirmed; however, if your performance during the above said period is found to be unsatisfactory, then in such case, after your performance is evaluated, your contract may be terminated at the sole discretion of ILS.

4. **Dual Work:** Your position with ILS is full time and you will devote yourself exclusively



to this position for the time commitment specified in Clause 7 of the contract. You will not undertake any other work for remuneration, work in advisory capacity or be interested directly or indirectly (except as shareholder or debenture holder) in any other trade or business for the duration of this contract without prior written permission of ILS.

5. **Increment:** You may be considered as eligible for an increment at the end of 12 months subject to your performance.

6. **Income tax:** All applicable income taxes including Tax Deducted at Source will be paid to the appropriate authorities by ILS after deducting the same from your gross salary.

7. **Hours of work:** You are expected to work 6 days a week from Monday to Saturday for 8 hours per day.

8. **Leave:** You are entitled to leave as per the official leave policy subject to approval of your reporting manager. Leave beyond the stipulated number in the leave policy or in contravention of the same will be unpaid.

9. **Policies:** You will be governed by ILS's policies in force for all administrative and general matters. These policies are subject to amendment from time to time; however, you shall abide by ILS's existing rules and regulations. You agree to ensure compliance with ILS's policies by signing the undertakings as given in Annexure C and Annexure

**D.**

10. **Notice Period:** Your contract may be terminated by giving you a notice of 15 days. If you wish to resign, you shall be required to give notice of 30 days. If a notice of 30 days is not served, the salary for the previous month shall not be paid. You will be relieved of your duty only after handing over charge satisfactorily as per guidance of your reporting manager. Further, ILS may at its sole discretion terminate your contract immediately in accordance with Clause 13 of this contract.

11. **Confidentiality:** You agree not to disclose or make public without the consent of ILS any Confidential Information received or obtained from ILS or developed during this contract, to any third party, or use the Confidential Information for your own or any other party's benefit, except as may be required by legal obligations. All Confidential Information disclosed to you shall be and remain the property of ILS. Upon ILS's

written request, you shall promptly return all Confidential Information (including all originals, copies, reproductions, and summaries of such Confidential Information), or certify its destruction in writing, and keep the same confidential and secret in accordance with this contract. ILS reserves the right to take appropriate action in accordance with organisational policies and applicable laws in case you breach these terms and conditions.

Confidential Information' refers to any information of a secret or confidential nature relating to the ILS's work and projects. It includes, but is not limited to all ILS documents, records, information and data (whether verbal, electronic or written), schedules, project plans, dissemination plans, analyses, compilations, studies, prototypes, methodologies, formulations, and any other information related to ILS's project plans, research and data, objectives or outcomes, furnished to ILS's consultants, employees, interns and/or partners and collaborators, in the course of their efforts, regardless of whether such Confidential Information has been expressly designated as confidential or proprietary.

12. Official Property: While you are in this position, you may be given or handed ILS'S property &/or equipment for official use and you shall take care of them including their upkeep. On cessation of your contract, you shall return forthwith all the properties of ILS in your possession.

13. Breach of Conduct: Your contract is liable to be terminated immediately without due notice and salary in the following cases:

- a. If at any time, you are found guilty of serious default or misconduct, or if you persistently fail to perform any part of your duties or you commit any breach of the terms of your appointment.
- b. You fail to comply with any of the existing policies.
- C. Any declaration given or information furnished by you to ILS are found to be false or if you are found to have wilfully suppressed any material information at any point of time during your contract.

Further, ILS has the right to be indemnified the amount pertaining to any loss that ILS may be sustain in the aforesaid cases and may also deduct such amount from your salary or

emoluments, if any then due to you.

If you decide to accept this offer, please sign the acceptance letter and undertakings in Annexure C and Annexure D and send the same to ILS's administrative office.

**Thanking you,**

**Yours sincerely**

A P Vaijayanti Joshi

Honorary Secretary

Indian Law Society

**Acceptance of Offer** , Mr. Hitesh Kumar Panda have read the terms and conditions of this contract, and having fully understood the same, accept the same as stipulated above.

#### **Annexure A**

##### **Roles &Responsibilities**

The following are your roles and responsibilities:

You are required to identify, train, assist and mentor community volunteers on the field, to travel to villages and talukas in the district of Mehsana, to liaise with local health officials for referral linkages and officials for facilitation of social benefits, to collect data and any other duties assigned by and under the guidance of Dr. Nikhil Jain (Programme Manager), Ms. Jasmine Kalha (Programme Manager) and Dr. Soumitra Pathare (Director)

Deductions of applicable Taxes as per Rules

## **AnnexureC**

### **ILS Policies Undertaking**

This is to have certify that I Mr. Hitesh Kumar Panda working as Research Associate (Grade read and understood the following policies mandated by Indian Law Society (LS). I fully understand my privileges and duties under these policies:

Please tick the policies read and understood:

1. Policy against Aid Diversion, Fraud, Money Laundering, Bribery and Terrorist Financing 2. Policy against Human Trafficking, Slavery and Exploitation 3. Policy on Conflict of Interest
4. Occupational and Health Safety Policy
5. Whistleblower Policy
6. Safeguarding Policy
7. Diversity & Inclusivity Policy
8. Code of Conduct
- 9 CMHLP's Leave Policy

I promise to abide by these policies during the course of all ILS activities and programmes.

In case of failure to do so, I accept all disciplinary action to be taken against me as per these policies.

## **AnnexureD**

### **CMHLP Travel Policy Undertaking**

This is to certify that I Mr. Hitesh Kumar Panda working as Research Associate (Grade have read and understood CMHLP's travel policy and will abide by the rules and regulations mentioned therein. I will submit all the necessary documents within the mentioned timeline and shall also submit the renewed documents as required. In case of failure to do so, I accept all disciplinary actions to be taken against me as per the protocol.



# INDIAN LAW SOCIETY

No. ILS/SP/ 29p) /2022

19th March 2022

To

CHINGRIMI RAIKHAN

Kalyan Nagar, Karnataka,

560069

Dear CHINGRIMI RAIKHAN,

I am pleased to inform you that you have been offered a position at the Centre for Mental Law & Policy, Indian Law Society [ILS], for the duration 1\* April 2022 to 31st March 2023 on the following terms and conditions:

1. **Position:** You will be designated as Research Associate (Grade 1) and will be based at Mehsana Gujarat. A broad outline of your expected job role is given in Annexure A.

This position is purely contractual and temporary and may be modified based on mutual discussions.

2. **Salary:** Your salary per month is Rs. 35,000/- (Rupees Thirty-five thousand only). The break-up of the pay scale has been given in Annexure B. You are not eligible to any other monetary claims other than your monthly salary. You are also not eligible for Provident Funds and ESIC benefits.

3. **Probation Period:** This contract is offered initially for the probation period from 1st April 2022 to 31st June 2022. On satisfactory completion of this period, your appointment will be confirmed; however, if your performance during the above said period is found to be unsatisfactory, then in such case, after your performance is evaluated, your contract may be terminated at the sole discretion of ILS.

4. **Dual Work:** Your position with ILS is full time and you will devote yourself exclusively

to this position for the time commitment specified in Clause 7 of the contract. You will not undertake any other work for remuneration, work in advisory capacity or be interested directly or indirectly (except as shareholder or debenture holder) in any other trade or business for the duration of this contract without prior written permission of ILS.

5. **Increment:** You may be considered as eligible for an increment at the end of 12 months subject to your performance.

6. **Income tax:** All applicable income taxes including Tax Deducted at Source will be paid to the appropriate authorities by ILS after deducting the same from your gross salary.

7. **Hours of work:** You are expected to work 6 days a week from Monday to Saturday for 8 hours per day.

8. **Leave:** You are entitled to leave as per the official leave policy subject to approval of your reporting manager. Leave beyond the stipulated number in the leave policy or in contravention of the same will be unpaid.

9. **Policies:** You will be governed by ILS's policies in force for all administrative and general matters. These policies are subject to amendment from time to time; however, you shall abide by ILS's existing rules and regulations. You agree to ensure compliance with ILS's policies by signing the undertakings as given in Annexure C and Annexure

**D.**

10. **Notice Period:** Your contract may be terminated by giving you a notice of 15 days. If you wish to resign, you shall be required to give notice of 30 days. If a notice of 30 days is not served, the salary for the previous month shall not be paid. You will be relieved of your duty only after handing over charge satisfactorily as per guidance of your reporting manager. Further, ILS may at its sole discretion terminate your contract immediately in accordance with Clause 13 of this contract.

11. **Confidentiality:** You agree not to disclose or make public without the consent of ILS any Confidential Information received or obtained from ILS or developed during this contract, to any third party, or use the Confidential Information for your own or any other party's benefit, except as may be required by legal obligations. All Confidential Information disclosed to you shall be and remain the property of ILS. Upon ILS's

written request, you shall promptly return all Confidential Information (including all originals, copies, reproductions, and summaries of such Confidential Information), or certify its destruction in writing, and keep the same confidential and secret in accordance with this contract. ILS reserves the right to take appropriate action in accordance with organisational policies and applicable laws in case you breach these terms and conditions.

Confidential Information' refers to any information of a secret or confidential nature relating to the ILS's work and projects. It includes, but is not limited to all ILS documents, records, information and data (whether verbal, electronic or written), schedules, project plans, dissemination plans, analyses, compilations, studies, prototypes, methodologies, formulations, and any other information related to ILS's project plans, research and data, objectives or outcomes, furnished to ILS's consultants, employees, interns and/or partners and collaborators, in the course of their efforts, regardless of whether such Confidential Information has been expressly designated as confidential or proprietary.

12. Official Property: While you are in this position, you may be given or handed ILS'S property &/or equipment for official use and you shall take care of them including their upkeep. On cessation of your contract, you shall return forthwith all the properties of ILS in your possession.

13. Breach of Conduct: Your contract is liable to be terminated immediately without due notice and salary in the following cases:

- a. If at any time, you are found guilty of serious default or misconduct, or if you persistently fail to perform any part of your duties or you commit any breach of the terms of your appointment.
- b. You fail to comply with any of the existing policies.
- C. Any declaration given or information furnished by you to ILS are found to be false or if you are found to have wilfully suppressed any material information at any point of time during your contract.

Further, ILS has the right to be indemnified the amount pertaining to any loss that ILS may be sustain in the aforesaid cases and may also deduct such amount from your salary or

emoluments, if any then due to you.

If you decide to accept this offer, please sign the acceptance letter and undertakings in Annexure C and Annexure D and send the same to ILS's administrative office.

**Thanking you,**

**Yours sincerely**

A P Vaijayanti Joshi

Honorary Secretary

Indian Law Society

**Acceptance of Offer** , Mr. Hitesh Kumar Panda have read the terms and conditions of this contract, and having fully understood the same, accept the same as stipulated above.

#### **Annexure A**

##### **Roles &Responsibilities**

The following are your roles and responsibilities:

You are required to identify, train, assist and mentor community volunteers on the field, to travel to villages and talukas in the district of Mehsana, to liaise with local health officials for referral linkages and officials for facilitation of social benefits, to collect data and any other duties assigned by and under the guidance of Dr. Nikhil Jain (Programme Manager), Ms. Jasmine Kalha (Programme Manager) and Dr. Soumitra Pathare (Director)

Deductions of applicable Taxes as per Rules



## **AnnexureC**

### **ILS Policies Undertaking**

This is to have certify that I Mr. Hitesh Kumar Panda working as Research Associate (Grade read and understood the following policies mandated by Indian Law Society (LS). I fully understand my privileges and duties under these policies:

Please tick the policies read and understood:

1. Policy against Aid Diversion, Fraud, Money Laundering, Bribery and Terrorist Financing 2. Policy against Human Trafficking, Slavery and Exploitation 3. Policy on Conflict of Interest
4. Occupational and Health Safety Policy
5. Whistleblower Policy
6. Safeguarding Policy
7. Diversity & Inclusivity Policy
8. Code of Conduct
- 9 CMHLP's Leave Policy

I promise to abide by these policies during the course of all ILS activities and programmes.

In case of failure to do so, I accept all disciplinary action to be taken against me as per these policies.

## **AnnexureD**

### **CMHLP Travel Policy Undertaking**

This is to certify that I Mr. Hitesh Kumar Panda working as Research Associate (Grade have read and understood CMHLP's travel policy and will abide by the rules and regulations mentioned therein. I will submit all the necessary documents within the mentioned timeline and shall also submit the renewed documents as required. In case of failure to do so, I accept all disciplinary actions to be taken against me as per the protocol.

## OFFER LETTER

Dear IRENE HASTINGS,

Subsequent to your meetings with Go Digit General Insurance Limited, we are pleased to make an offer of employment on the following terms and conditions:

- 1.1 You shall be appointed to the position of **Graduate Trainee Engineer – Analytics and Data Science**.
- 1.2 As an employee of the Organisation, your Gross Annual Compensation (Cost to Company) will be **Rs. 500000/-** (Rupees Four Lac Fifty Thousand Only).
- 1.3 Your Gross Annual Compensation will include a performance-linked variable of **11.00%** subject to achievement of pre-defined targets.
- 1.4 All terms and conditions of your employment, including the code of conduct, will be in accordance with the Company's policies and procedures and the Employment Agreement.
- 1.5 The Trainee Program will be for a period of **1 year** from your date of joining.
- 1.6 Your employment will also be dependent upon completion of your Graduation / Post Graduation as per the training programme.
- 1.7 Your employment with the Company is subject to:
  - (a) The accuracy of the testimonials and information provided by you; and,
  - (b) You being free from any contractual restrictions preventing you from accepting this offer and will return receipt of acceptance of this offer within 5 workings days.
- 1.8 At any time, the contract may be terminated by either party by giving 90 days' notice in writing. Go Digit General Insurance reserves the right to payment of salary in lieu of the notice period.
- 1.9 We are glad that you have accepted our offer. In order to confirm your joining, you would be required to submit a proof of your resignation from your current company



within 7 days of receipt of this offer letter. In case of failure to submit the same within the stipulated time period, the company reserves a right to withdraw this offer.

On the day of your joining kindly bring photocopies of your certificates (all education qualifications, address proof, Pan card copy, ID proof, all previous employers' certificates, Form 16, Last employer's salary slip of last 3 months, relieving Letter from last employer), along with four passport size photographs.

This offer is being issued subject to successful verification of all your documents submitted. As a token of your acceptance of our offer and the terms of this letter, please sign in the space provided below and return the same to us. We are excited at the prospect of having you join us and look forward to a rewarding association.

**Annexure A**  
**Compensation Entitlement Sheet**

|                               | Monthly       | Annual         |
|-------------------------------|---------------|----------------|
| Basic Salary                  | 11,667        | 140,000        |
| HRA                           | 4,667         | 56,000         |
| Education Allowance           | 200           | 2,400          |
| LTA                           | 972           | 11,662         |
| Statutory Bonus               | 972           | 11,662         |
| Special Allowance             | 12,495        | 149,942        |
| <b>Gross Salary</b>           | <b>30,972</b> | <b>371,666</b> |
| <u>Employer Contributions</u> |               |                |
| EPF                           | 1,800         | 21,600         |
| ESI                           | 0             | 0              |
| Gratuity                      | 561           | 6,734          |
| <b>Fixed Compensation</b>     | <b>33,333</b> | <b>400,000</b> |
| <b>Variable Pay</b>           |               | <b>50000</b>   |
|                               |               |                |
| <b>Annual Cost to Company</b> |               | <b>450,000</b> |

**Deductions:**

|                |               |               |
|----------------|---------------|---------------|
| EPF            | 1,800         | 21,600        |
| ESIC           | 0             | 0             |
| PT Deduction   | 200           | 2,500         |
| <b>Net Pay</b> | <b>28,972</b> | <b>500000</b> |

\*TDS deduction is subject to taxable income.

\*\*If your Annual Compensation includes a performance-linked variable then the payment will be subject to achievement of predefined targets. Variable pay shall be paid depending upon the performance of the employee and as per the company policies. Employee who has resigned or is serving his/her notice period, as on the date of payment, will not be eligible for payment of variable pay.

\*\*\* Eligibility for increment shall be depending upon the performance of the employee and as per company policies. Employee who has resigned or is serving his/her notice period will not be eligible for increment.

Sincerely,

**For Go Digit General Insurance Limited**



**Amrit Jaidka Arora**  
**CHRO**

**Vibhanshu Patel**





## Welcome to Wipro's Work Integrated Learning Program ("WILP")

**Work Integrated Learning Programme**  
**Wipro Limited, Dodda Kannelli**  
**Sarjapur Road, Bengaluru - 560 035.**  
**Phone: (080) 28440011/12, Fax: (080) 28440256**

Dear IRIS ANNA,

### **Sub: Enrolment letter to Wipro's Work Integrated Learning Program ("WILP") as Scholar Trainee – Work Integrated Learning Program**

Welcome to WILP!

With reference to your application, it is our pleasure to enroll you as a Scholar Trainee – Work Integrated Learning Program. This is a scholarship program customized as a robust academic and training program which will enable you to obtain M-Tech degree from one of the premier engineering institution / University in India.

The duration of the academic program shall be 48 months from the **date of enrolment to the academic program**. You will be enrolled into the academic program within 12 months from date of joining. Your date of joining will be intimated through a separate communication.

We hope you enjoy the learning with WILP and have an enriching experience being a part of Wipro Limited ("Wipro or "Company").

Please read through the terms and conditions of your enrolment as provided below.

We look forward to having a long and fruitful relationship with you at WILP, Wish you all the best!

Yours sincerely,  
For **Wipro Limited**,

**Aparna Shailen**  
**General Manager - Human Resources**

#### **Endorsement**

I accept the enrolment and the terms and conditions thereof as specified below. I shall report for undergoing study on

#### **Terms & Conditions of Scholarship**

##### **1. PROFILE:**

You have been selected to be a part of Wipro's WILP and are enrolled as a Scholar Trainee- Work Integrated Learning Program. Upon joining WILP, you will have to undergo a "Project Readiness Program" ('PRP') that prepares you to participate in projects at the Company as part of this learning program. This robust academic program will also enable you to obtain **M-Tech degree from one of the premier engineering Institution / University** upon successful completion of the course.

##### **2. DURATION:**

The duration of your academic program will be for a period of 48 months from the date of enrolment to the academic program. You will be enrolled into the academic program within 12 months from date of joining. Unless the Company extends the period of your study in writing, which is done solely at the discretion of the Company, your enrolment would automatically terminate at the end of the stated 48 months.

In case the Company extends the academic period (in writing) you will continue to be enrolled as a Scholar Trainee – Work Integrated Learning Program with WILP.

### 3. Appointment details:

We provide support to our global customers through various Company locations in India to suit customer requirements by operating 24x7. You would be operating from any of these locations and in any of the shifts, including night shift, as may be decided by the Company, keeping in mind the business needs and deliverables to customers.

### 4. Scholarship/Stipend and Benefits

During your period of enrolment, you would be entitled to a consolidated monthly scholarship.

Apart from the monthly scholarship, the Company will provide you with life & accidental insurance that would include a cover for you, the premium / cost will be taken care of by Wipro. This is a voluntary benefit offered by the Company and the details of the same are listed below.

- i. A Group Personal Accident Insurance (GPAI) coverage of **Rs.12,00,000/-**. You could also choose to get additional coverage for a nominal and highly negotiated premium. More details on the policy are available in My Policies section in myWipro, the HR portal at Wipro.
- ii. Group Life Insurance coverage of **Rs.14, 00,000/-**. This sum insured is inclusive of cover as per EDLI (Employee Deposit Linked Insurance). You can also get an extra coverage for a nominal and highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

In addition to the above, you are also eligible for medical insurance cover towards hospitalization.

You are eligible for a floater coverage of Rs.2,00,000/- per annum for family (self, spouse & children) towards hospitalization. There will be a deduction from your monthly scholarship/stipend depending on your marital/family status towards the base sum insured premium. 10% of the claim amount would need to be borne by the employee/Scholar trainee.

Base Medical insurance is to be availed by the employee as default. It is accounted for in deductions as a nominal monthly charge. Top-Up cover is voluntary and charged as applicable during renewal timelines.

If you wish to enhance the coverage, a top up cover option is also available for a highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

The below table lists down your scholarship details:

| Period      | Scholarship | ESI | Consolidated Scholarship (Rs. Per Month) |
|-------------|-------------|-----|------------------------------------------|
| First year  | 15000       | 488 | 15,488/- (*)                             |
| Second year | 17000       | 553 | 17,553/- (*)                             |
| Third year  | 19000       | 618 | 19,618/- (*)                             |
| Fourth year | 23000       | 0   | 23,000/- (*)                             |

(\*) You shall be responsible for payment of all statutory contributions, taxes, dues and levies as may be required under the relevant laws including contributions under Employees' State Insurance Corporation Act (**at 0.75% of your Scholarship**) as and when applicable to you. Such contributions, taxes, dues and levies where required, shall be deducted from your Scholarship and benefits according to applicable laws and regulations.

Your fourth-year scholarship will continue until completion of your M-Tech program. Your enrolment into the MTech academic program within 12 months from date of joining.

You shall be eligible to receive a onetime "joining bonus" of Rs.75,000 after you join Wipro along with your first month salary. All applicable taxes on the payment of this amount will be borne by you. Please note in the event you leave the organization within 12 months from the date of joining, payment processed under Joining bonus shall be recovered from the employee at the time of exit.

The enhancement of the scholarship at the end of each academic year of study will be at the discretion of the Company and subject to your satisfactory progress of study, acquisition of skills, behavior, regularity and punctuality in attendance. Your continued enrolment in the course, will be at the discretion of the Company, and is subject to satisfactory academic performance and other requirements as prescribed in the WILP portal.

In case your project performance at any stage is not found to be at par with the requirement of WILP, then you would be placed on performance improvement program (PIP). If you fail to successfully complete the PIP, the Company may at its sole discretion discontinue your enrolment in the WILP program.

#### **Book Allowance:**

A Book Allowance of Rs.1,250/- will be provided to you per semester. This allowance will be given every semester except the last semester when you will be engaged in dissertation. The allowance will be paid to you centrally along with your scholarship during the course of each semester. The allowance will be subject to tax. Book allowance is applicable and paid only when you are registered for the semester.

#### **5. Training Agreement:**

- i. This letter of enrolment is subject to the execution of a training agreement in the prescribed proforma with Wipro Limited, Sarjapur Road, Doddakannelli, Bengaluru-560035 on or before joining the program ("Training Agreement").
- ii. This Training agreement shall be for a total period of 60 Months where you will be mentored for developing your skills and knowledge. This included technical training, in various formats, both online and offline and practical experience in various projects. The Company invests on your behalf for the cost of these trainings. Should you discontinue the WILP program or your enrolment with WILP is cancelled for any reason whatsoever before the completion of 60 months from the date of joining, the training expenses of Rs.75,000/-(Rupees Seventy five thousand only) will have to be paid by you as detailed in the Training Agreement.

#### **6. PROJECT READINESS PROGRAM (PRP)**

Upon enrolment, you will have to undergo a Project Readiness Program (PRP) to prepare you to participate in projects. This is offered by Wipro's - Talent Transformation Department to all campus and off-campus selects. The broad objective of PRP is to equip you with the necessary knowledge and skills that will enable you to start working on real-life project work which is an integral part of the WILP.

#### **7. Regulations of Academic study:**

- i. You will be enrolled for M-Tech program with a renowned institution ("University") that collaborates with Wipro for WILP.
- ii. Course specialization includes but is not limited to Software Systems, Software Engineering, Information Technology, Computing Systems and Infrastructure Management, Data Analytics, IoT, Cloud, Digital & Cyber security, Embedded Systems.
- iii. Your specialization and enrolment would be decided based on prevailing business requirements and decision of the Company is final and binding.
- iv. You will not be able to change Specialization track after enrolment.
- v. Overall program duration is 4 years from date of enrolment of academic program.
- vi. As per the program structure, a WILP Scholar trainee will register and pursue 4 to 6 courses per semester over 7 semesters.
- vii. You will be required to submit a project work / dissertation in your final semester (8<sup>th</sup> semester of your program). This will enable you to advance your professional capabilities by applying concepts and techniques in projects.
- viii. Each course has multiple evaluation components. This includes an assignment component, quiz, mid-semester examination and comprehension examination. All evaluation components are mandatory for securing a pass grade in a course as prescribed by the partnering institution.



- ix. Contact classes are organized as per the handout and calendar prepared and shared by the University at the beginning of each semester. In the normal course, one session of 2 hours duration per course per contact class is organized.
- x. You will be called upon to undergo studies during the hours and days as may be fixed by the Company from time to time. Normally, the study hours would be from 9:00am to 6:00pm
- xi. The faculty will take attendance/circulate attendance sheets for every session. It is your responsibility to ensure that your attendances are recorded properly.
- xii. WILP Scholar trainees are expected to be on time for every session. Punctuality is non-negotiable and the faculty reserves the right to deny entry and attendance to late comers.
- xiii. Attending 75% of contact session is mandatory for each course to appear for examinations.
- xiv. Not attending classes for reasons like medical/on the job training /late coming/personal problems and other similar reasons would be treated as absenteeism.
- xv. Scholar trainees who fail to meet the minimum attendance criteria will not qualify for comprehension exams for any of the registered courses in that semester.
- xvi. For any reason, you are not able to meet the minimum attendance criteria or not complete the mandatory assignments / quiz / examinations in any semester, you are required to repeat the same semester as and when the next batch is organized. In such cases, rules and regulations governing academic programs at that time would be applicable. In addition, additional semesters fees are to be borne by you as prescribed by the University.
- xvii. At the end of each semester, the performance of each Scholar Trainee in a course, is specified as a letter grade which is obtained through a Relative Grading procedure
- xviii. Any Scholar trainee securing 3 or more cumulative fail grade at any point in time will be expelled from WILP Program.
- xix. The 8th semester of study is fully devoted for dissertation / project work
- xx. If a Scholar trainee's CGPA is less than 5.5, the Scholar trainee will not be permitted to register for the dissertation. He/she has to re-appear for exams and secure a CGPA of 5.5 before taking up the dissertation. Also, a Scholar trainee with an E grade in any course will not be permitted to register for the Dissertation
- xxi. Project / Dissertation work has to be carried out by each individual separately. Teamwork is not permitted.
- xxii. The dissertation has to be completed strictly as per the guidelines that are outlined by collaborating institution.
- xxiii. WILP Scholar trainees are expected to maintain decorum and discipline in line with Wipro's professional work culture and environment.
- xxiv. In cases where a Scholar trainee deviates from the expected behaviour as prescribed by the WILP and partnering institution from time to time , strict action will be taken and the decision of the WILP Team / faculty /, University would be final and binding.
- xxv. Breach of integrity will be dealt with sternly. Such Scholar trainees will be asked to discontinue their studies and also expelled from WILP program.
- xxvi. On successful completion of the study, you will be eligible to receive the M-Tech degree from the collaborating University, in recognition of your successfully completing the course.
- xxvii. All Scholar trainees of the WILP will be given testimonials at the end of the successful completion of the M-Tech degree program. The testimonial contains the timeline in the WILP and the kind of project works carried during this opportunity.

Mode of contact session, examination pattern and other academic program norms are subject to change based on the prevailing situation / University norms declared from time to time. Decision of the University would be final and binding.

## **8. Conflict of Interest:**

- i. During your enrolment period with the WILP, you will focus exclusively on the requirements of the program. In addition to your study and academic requirements, you are required to engage yourself exclusively in the work assigned by Wipro and shall not take up any independent or individual assignments (whether part time or full time, in an advisory capacity or otherwise) directly or indirectly without the express written consent of Head /

## Manager of WILP Academy

- ii. You shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any person who is involved in activities, which are or shall be in conflict with the interests of Wipro.
- iii. The Conflict of Interest Policy also refers to the need on your part, during your enrolment and for a period of one year from the cessation of your enrolment with WILP (irrespective of the circumstances of, or the reasons for, the cessation) not to solicit, induce or encourage:
  - a. Any student/scholar trainee of the WILP to abandon /withdraw their enrolment with the program or to accept enrolment and/or employment with any competitor, supplier or any customer with whom you have a connection.
  - b. Any employee of Wipro to terminate their employment with Wipro or to accept employment with any competitor, supplier or any customer with whom you have a connection.
  - c. Any customer or vendor of Wipro to move their existing business with Wipro to a third party or to terminate their business relationship with Wipro.
  - d. Any existing employee and/or student of WILP to become associated with, or perform services of any type for any third party.
- iv. In case of any conflict or doubt, please discuss the matter with Head / Manager of WILP, to understand Wipro's position on this and resolve the conflict.

## 9. Obligation and Responsibilities:

- i. During the study period you will be governed by the WILP regulations and instructions as may be modified, from time to time, in relation to conduct, discipline and other matters.
- ii. During your study as part of WILP, Company expects you to undergo study in the area in which you are placed, with a high standard of initiative and efficiency. This is critical and Company has zero tolerance towards any deviations.
- iii. You would not be allowed to seek membership of any local or public body without the written approval from the Head / Manager of WILP.
- iv. During the study period and thereafter, you would not be allowed to give out to anyone in writing or by word of mouth or otherwise, particulars or details of work - process, technical know-how, research carried out, security arrangements, or administrative and/or organizational matters of confidential or secret nature which you may come across during your academic study or become known to you by virtue of your undergoing study under WILP or otherwise.
- v. You are bound by all regulations, instructions and policies of the WILP and Wipro. These are updated / modified on a periodic basis and new policies may be introduced and notified to Scholar trainees from time to time and you will be bound to comply with the same.
- vi. In consideration of the opportunities, trainings and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by WILP/Wipro and in the course of your association with WILP. This covenant shall endure during your association and beyond the cessation of your association with WILP (irrespective of the circumstances of, or the reasons for, the cessation).
- vii. In connection with your association with Wipro as part of the WILP and during the term of your association upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business or academic session hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

During the period of academic study, if you develop or conceptualize inventions, ideas, concepts, discoveries, techniques and improvements (including without limitation computer software) solely or jointly with others in relation to the operation of the WILP / Wipro, such developments will be fully communicated to the WILP academy and will be the sole intellectual property of Wipro. You agree to cooperate in the execution of documents to facilitate the assignment of such intellectual property when required.

## 10. Confidentiality:

- i. In consideration of the opportunities, training and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by Wipro and in the course of your enrolment. This covenant shall endure during your enrolment and beyond the cessation of your enrolment with Wipro (irrespective of the circumstances of, or the reasons for, the cessation).
- ii. During your training on projects at Wipro, you will be expected not to use or disclose any confidential information, including trade secrets, of any former employer (if any) or other person with whom you have an obligation of confidentiality and by signing below you affirm that you have no conflicting obligations or non-compete agreements that would prevent you from working without limitation for Wipro.

## **11. Assignment of Intellectual Property**

In connection with your enrolment and during the term of your enrolment, upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

## **12. Posting**

During the initial study period, initially you would be made familiar with Wipro, but you may if needed be re-assigned or transferred to another division, department, establishment or new location where Wipro, has its office or operation and WILP classes are running in the particular location, in India, without enhancing the scholarship amount. On placement of this nature, you will also be governed by the disciplinary rules and regulations as applicable in that unit/branch. You may also be placed in any sister company of Wipro, for practical studies.

## **13. Misconduct:**

- i. In case you are charged with any misconduct or disciplinary issue during your study period, your enrolment with WILP may be temporarily placed on suspension without payment of scholarship amount, for such period as Wipro may deem fit. If the charges against you are proved to be true, your enrolment may be immediately cancelled, without any notice or payment of scholarship in lieu of notice notwithstanding any clause of this letter of enrolment. It is clarified that this clause is without prejudice to Wipro's rights to enforce the Training Agreement duly signed by you even after cancellation of your enrolment for whatever reasons as the case may be.
- ii. Notwithstanding the condition regarding written notice of termination and without prejudice to Wipro's right to enforce the Training agreement, Wipro shall have the right to terminate your academic study without any notice or payment of scholarship in lieu thereof, if any declaration given or information furnished by you to WILP/ Wipro is found to be false or if you are found to have willfully suppressed any material information.

**Please note that at any stage, whether during your selection process or upon enrolment with the WILP, if it is brought to our notice that you have indulged in malpractices or used illegal means to clear your online assessment, Wipro shall withdraw or revoke the enrolment and cancel the same with immediate effect and we reserve our rights to take suitable action against you as we may deem fit.**

## **14. Cancellation of Enrolment:**

Notwithstanding any of the clauses of this letter of enrolment, Company reserves the right at its sole discretion to cancel this enrolment during the study period without assigning any reason, by giving one month's (30 days) notice or one month's scholarship/stipend in lieu of notice.

## **15. Study Hours:**

- i. As a Scholar Trainee – Work Integrated Learning Program, you will be called upon to undergo studies during the hours and days as may be fixed by WILP from time to time as per the University requirements.
- ii. You would be assigned to any of the locations and any project work as part of your WILP as may be decided by the Company.
- iii. The full day lecture sessions will be held at any of Wipro's other establishments/outourced venue. You may also be called upon to attend academic study as and when required on holidays, as may be scheduled in accordance with the convenience of the organizing team of the WILP.
- iv. The university will plan contact classes in multiple format to suit the project work situations and university guidelines such as contact classes in ILT (instructor Led training) and / or VILT (virtual Instructor Led Training and Self-Directed / Recorded lecture sessions).

## 16. General:

- i. This letter of enrolment is subject to the condition that you have not provided us with any false declaration or wilfully suppressed any material information. If you have, you will be liable for cancellation of enrolment from the WILP without any prior notice.
- ii. The terms of this letter of enrolment may be specifically enforced legally, if required. In this connection, if any of the provisions of this letter are declared or found to be void or unenforceable due to any reason whatsoever, the remaining provisions of this letter shall continue in full force and effect.
- iii. These enrolment terms supersede and replace any existing agreement or understanding, if any, between Wipro and you relating to the same subject matter.
- iv. You warrant that you are not prevented by a court or by any other administrative or judicial order from enrolling under this agreement. In the event that you are not a citizen of the country of posting, you should have a valid work permit to work in the country of posting.
- v. During the period of enrolment you are required to comply with all policies of WILP and Wipro. These policies are updated / modified on a periodic basis and new policies may be introduced and notified to the Scholar Trainees from time to time. You agree to comply with all policies as modified from time to time.

## 17. On Completion/Cancellation of Academic Program:

- i. On Completion of the academic program or cancellation of your enrolment , as the case may be, you will immediately surrender to Wipro/ the Academy all specifications, formulae, documents, literature, drawings or records, etc. belonging to Wipro/ the Academy or relating to its business and shall not make or retain any copies of these items.
- ii. You are not eligible to receive testimonial certificate if you do not successfully complete the academic study in accordance with this letter of enrolment and the study scheme formulated by the Academy.
- iii. Wipro reserves the right to offer employment at its sole discretion to a Scholar trainee on successful and satisfactory completion of the academic study.

## 18. Acceptance of Enrolment Letter:

Upon accepting the above terms and conditions, you are required to return the duplicate of this letter of enrolment, duly signed by you as a token of your acceptance on the day of joining WILP program.

Please confirm that the above terms are acceptable to you and that you accept the enrolment by signing a copy of this letter of enrolment and submit the same on the date of joining.

## 19. Work Allocation:

As part of your work responsibilities, you may be assigned to work on certain projects/accounts or other assignments as may be deemed fit by the Company in its sole discretion. Refusal to accept and deliver on such assignments shall be treated as a refusal to work and may result in termination of your employment or other disciplinary action.

Yours sincerely,

For **Wipro Limited**,



**Aparna Shailen**  
**General Manager - Human Resources**

I have read, understood and agree to accept the enrolment on the terms and conditions herein.

I shall be present for the induction session on

## **ANNEXURE I**

### **CONFIRMATION ON SHARING PERSONAL INFORMATION (AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT, 2000)**

I Radheshyam Thakur, confirm that I am voluntarily sharing my Personal Information with Wipro Limited ('Wipro') being a part of WILP of Wipro for the following purposes:

- a. validating my application form and retaining records on the same for any future reference/verification;
- b. processing my application form including background verification checks;
- c. academic study related actions including record keeping, processing scholarship advance and benefits and any action required in the context of my enrolment with Wipro, being a part of WILP.

In this context, I also agree to the retention of such Personal Information by Wipro for any future reference/verification and authorize Wipro to transfer the same to a third party.

I understand that 'Personal Information' means any information, relating to me that is available with Wipro and is capable of identifying me."

## **ANNEXURE II**

I hereby confirm that I shall submit the required academic certificate including but not limited to mark sheet and Provisional or Convocation Degree Certificate within 3 months from my date of joining. I understand that my enrolment is subject to my aggregate meeting the Wipro eligibility criteria and submission of the above mentioned documents.

I hereby declare that all the particulars mentioned above are true to the best of my knowledge. In the event of my failure to submit the above mentioned documents or in case of any discrepancy, I shall be liable for termination of my enrolment with Wipro.

## **ANNEXURE – III**

### **INITIAL INDUCTION PROGRAM**

The Talent Transformation team at Wipro groom's campus selects to help them face the challenges of the corporate world.

A holistic 360 degree approach to training is adopted and helps them hone their fundamental computer skills followed by insights into Wipro businesses, process, technology and behavioural skills.

To understand and appreciate the mindset of the young Trainees and ensure that the transformation is smooth, the induction program is done by a team of dedicated professionals who have exposure to the academic and corporate sectors alike. Project Readiness Program (PRP) is a training program designed to address the basic learning needs of the Trainees.

#### **Corporate Readiness Program - CRP**

The CRP program is focused on making young Trainees comfortable in a corporate environment. This program starts with a corporate induction.

"EMERGE" a behavioural skills building training program ensures that the fresh Trainee start feeling at ease in the "corporate world". This activity based behavioural intervention informs the new entrants about the corporate work culture and business etiquette.

#### **Technology Readiness Program - TRP**

The technology training provides critical technical skills required to work on projects allocated to Trainees and prepare to face the demands of the project world. We begin doing this by familiarizing with Wipro's businesses and work environment.

The methodology of training is "Project Based Learning" (PBL) approach, the entire learning is designed around a series of projects that the recruits are expected to complete individually by learning and applying various topics required to complete the project. Starting with individual projects, the PBL approach ends with recruits working on a team project.

## **ANNEXURE – IV**

I have read and understood the terms of my enrolment letter. I agree and acknowledge that I am a Student/Scholar trainee with Wipro's WILP. I further undertake that I shall not represent to any person within Wipro or any other third

party that I am an employee of Wipro Ltd and I fully understand that such false representation shall entail severe disciplinary action including immediate cancellation of my enrolment.

### **Travel, Accommodation, Food & Other Miscellaneous Expenses**

#### **Travel**

- i. You would be entitled for Rs. 1500 from the date of appointment as a lump sum amount that will be credited with your first month stipend. You may utilize this amount towards Travel and you would not need to submit bills towards usage of this amount.
- ii. There is no provision for reimbursement/allowance towards any expenses incurred in lieu of attending training or classes at different locations in the same city.

#### **Accommodation, Food & other Miscellaneous Expenses**

- i. You would be entitled for Rs.400 per day for 8 days (total amount of Rs.3,200) from the date of joining. You may utilize this amount towards accommodation, food & other miscellaneous expenses. This would be paid as a lump sum amount that will be credited with your first month stipend and you would not need to submit bills towards usage of this amount.
- ii. If your posting location (the location where you would be based out of after training) is different from the training location (location where you undergo initial training), you would be entitled for the following:  
  
Settlement and Miscellaneous Expenses: Rs.1200 per day for 7 days (total amount of Rs. 8,400) from the date of reporting to the posting location. You may utilize this amount towards boarding, lodging, conveyance & other miscellaneous expenses.
- iii. Any location change after reporting to posting location will be treated as relocation/transfer and will be covered under the Transfer policy for Team Rainbow. For details you can refer the policy at myWipro-> My Policies -> India->My Travel>Transfer Policy-Team Rainbow.
- iv. Campus joiners would not be eligible for accommodation at the Wipro guest houses.

**Please note in the event that the employee leaves the organization within 6 months from the date of joining, all payments processed under Joining & Relocation Entitlements shall be recovered from the employee at the time of exit.**

**Skill Preferences 1 :** [DAAI -Cloud & Digital Database](#)

**Location Preferences 1 :** [Bangalore](#)

**Skill Preferences 2 :** [CEP-SAP-ABAP](#)

**Location Preferences 2 :** [Mysore](#)

**Skill Preferences 3 :** [Python App](#)

**Location Preferences 3 :** [Chennai](#)

☒ Accept ☐ Decline

☒ **Signature** [Radheshyam Thakur 25/1/2023 10:00 PM](#)

(checking the checkbox above is equivalent to a handwritten signature)

Registered Office:

**Wipro  
Limited**

**T** :+91 (80) 2844 0011

Doddakannelli

**F** :+91 (80) 2844 0054

Sarjapur  
Road

**E** :info@wipro.com

Bengaluru  
560 035

**W** :wipro.com

India

**C** :L32102KA1945PLC020800

26168298



**Offer: Computer Consultancy**

**Ref: TCSL/DT20228278610/Bangalore**

**Date: 8/9/2022**

Dear JAIDEEP M

**Sub: Letter of Offer**

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade **Y**. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be **350000/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year. Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &



Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

## **COMPENSATION AND BENEFITS**

### **BASIC SALARY**

You will be eligible for a basic salary of `14,784/- per month.

### **BOUQUET OF BENEFITS (BoB)**

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

#### **1. House Rent Allowance (HRA)**

Your HRA will be `5,914/- per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

#### **2. Leave Travel Allowance**

You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

#### **3. Food Card**

You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias. As per the Pre-Defined structure you will be eligible for a Food Card with an amount of `500/- being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.





## **PERFORMANCE PAY**

### **Monthly Performance Pay**

You will receive a monthly performance pay of `1,700/-. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

### **Quarterly Variable Allowance**

Your variable allowance will be `600/- per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

## **CITY ALLOWANCE**

You will be eligible for a City Allowance of `200/- per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

## **XPLORE/ LEARNING INCENTIVES**

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

## **OTHER BENEFITS**

### **Health Insurance Scheme**

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:



## **1. Basic Cover**

i. Entitlement - Includes domiciliary expenses up to `6,000/- per insured person per annum and basic hospitalization expenses up to `2,00,000/- per insured person per annum.

ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

## **2. Higher Hospitalisation**

Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

i. Entitlement - You and your enrolled dependants will be entitled for `12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

## **Maternity Leave**

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother, may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

## **Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)**

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of `250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

## **Loans**

You will be eligible for loans, as per TCSL's loan policy.

## **Professional Memberships**

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.



## **RETIRALS**

### **Provident Fund**

You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

### **Gratuity**

You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

## **TERMS AND CONDITIONS**

### **1. Aggregate Percentage Requirements**

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

### **2. Pre requisites for Joining**

To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.



### **3. Training Period**

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

### **4. Working Hours**

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

### **5. Mobility**

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

### **6. Compensation Structure / Salary components**

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

### **7. Increments and Promotions**

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

### **8. Alternative Occupation / Employment**

Either during the period of your traineeship or during the period of your employment as a



confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

## **9. Confidentiality Agreement**

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

## **10. Service Agreement**

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL `50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

## **11. Work in SBWS mode**

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.

## **12. Overseas International Assignment Agreement**

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related





documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

### **13. Terms and Conditions**

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

### **14. TATA Code of Conduct**

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

### **15. Notice Period**

Upon your confirmation, this contract of employment is terminable by you by giving 90 days notice in writing to TCSL. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion.

Upon your confirmation, this contract of employment may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

It is understood, agreed and made abundantly clear herein that you shall have to necessarily work during the notice period given by TCSL under this clause, unless you are otherwise relieved by TCSL by giving you payment in lieu of notice.

Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by it at its own discretion having regard to the responsibilities shouldered by you while being in the employment of TCS.

### **16. Retirement**

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

### **17. Pre-employment Medical Certificate**

You are required to submit a Medical Certificate of Fitness (in the format prescribed by



TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

### 18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

### 19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining. If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

### 20. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)



- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :

\*There is no criminal offence registered/pending against you

\*There is no disciplinary case pending against you in the university

- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

\*PAN Card (Permanent Account Number)

\*Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)

\*Passport

\*NSR E-Card

## **21. TCS Xperience Program**

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

## **22. Letter of Appointment**

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

## **23. Rules and Regulations of the Company**

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from





time to time. The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

#### **24. Compliance to all clauses**

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

#### **25. Data Privacy Clause:**

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of overseas deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

**Withdrawal of Offer**

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

**For TATA Consultancy Services Limited**

**Girish V. Nandimath**  
**Global Head Talent Acquisition & AIP**



[Click here](#) or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary  
Annexure 2: List of TCS Xplore Centres  
Annexure 3: Confidentiality and IP Terms



## GROSS SALARY SHEET

Annexure 1

|                       |                                          |
|-----------------------|------------------------------------------|
| <b>Name</b>           | <b>JAIDEE<br/>P M</b>                    |
| <b>Designation</b>    | <b>Assistant System Engineer-Trainee</b> |
| <b>Institute Name</b> | <b>Others</b>                            |

Table 1: Compensation Details (All Components in INR)

| <b>Component Category</b>             | <b>Monthly</b> | <b>Annual</b>      |
|---------------------------------------|----------------|--------------------|
| <b>1) Fixed Compensation</b>          |                |                    |
| Basic Salary                          | 14,784         | 1,77,408           |
| Bouquet Of Benefits #                 | 7,646          | 91,752             |
| <b>2) Performance Pay**</b>           |                |                    |
| Monthly Performance Pay               | 1,700          | 20,400             |
| Quarterly Variable Allowance*         | 600            | 7,200              |
| <b>3) City Allowance</b>              | 200            | 2,400              |
| <b>4) Annual Components/Retirals</b>  |                |                    |
| Health Insurance***                   | NA             | 7,900              |
| Provident Fund                        | 1,774          | 21,289             |
| Gratuity                              | 711            | 8,533              |
| Total of Annual Components & Retirals | 2,485          | 37,722             |
| <b>TOTAL GROSS</b>                    | <b>27,415</b>  | <b>350000</b>      |
| <b>Xplore/ Learning Incentive****</b> |                | <b>Upto 60,000</b> |

# Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

\* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

\*\*The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

\*\*\* For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

\*\*\*\* Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

| <b>Component Category</b>        | <b>Monthly</b> | <b>Annual</b> |
|----------------------------------|----------------|---------------|
| House Rent Allowance             | 5,914          | 70,968        |
| Leave Travel Assistance          | 1,232          | 14,784        |
| Food Card                        | 500            | 6,000         |
| <b>GROSS BOUQUET OF BENEFITS</b> | <b>7,646</b>   | <b>91,752</b> |



## Annexure

|                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                       |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Ahmedabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Garima Park, IT/ITES SEZ, Plot # 41,<br>Gandhinagar - 382007                                                                                                                                                                                 | <b>Bangalore</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Gate 1, No 42, Think campus, Electronic City phase II,<br>Bangalore - 560100, Karnataka                                                                                           |
| <b>BUBANESHWAR</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Training Lab Venue: Barabati, IRC Block, Ground Floor,<br>Tata Consultancy Services Limited, (UNIT-II) - BARBATI<br>SEZ, IT/ITES - SPECIAL ECONOMIC ZONE (SEZ), PLOT NO.<br>35, CHANDAKA INDUSTRIAL ESTATE, PATIA,<br>Bhubaneswar - 751024 | <b>Chennai</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>415/21-24, Kumaran Nagar, Old Mahabalipuram Rd,<br>TNHB, Sholinganallur, Chennai, Tamil Nadu 600119                                                                                 |
| <b>DELHI – Gurgaon</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Block C, Kings Canyon, ASF Insignia, Gurgaon -<br>Faridabad Road, Gawal Pahari, Gurgaon - 122003,<br>Haryana                                                                                                                           | <b>DELHI – Noida</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. A-44 & A-45, Ground, 1st to 5th Floor & 10th<br>floor, Galaxy Business Park, Block - C & D, Sector - 62,<br>Noida - 201 309, UP                                      |
| <b>Guwahati</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>5th Floor, NEDFi House, G.S. Road, Dispur, Guwahati -<br>781006, Assam                                                                                                                                                                        | <b>Hyderabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Q City, Nanakramguda, Hyderabad                                                                                                                                                   |
| <b>INDORE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor,<br>Village Tigariya Badshah & Bada Bangarde, Tehsil<br>Hatod, Indore - 452018,<br>Madhya Pradesh                                                                                           | <b>KOLKATA</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Ecospace 1B building, 2nd Floor, Plot - IIF/12, New<br>Town, Rajarhat, Kolkata - 700160, West Bengal OR<br>Auditorium, 2nd Floor, Wanderers Building, Delta Park -<br>Lords |
| <b>KOCHI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>TCS centre, Infopark Road Infopark Campus, Infopark,<br>Kakkanad, Kerala 682042                                                                                                                                                                  | <b>MUMBAI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Yantra Park, Pokharan Road Number 2, TCS Approach<br>Rd, Thane, West, Thane, Maharashtra 400606                                                                                      |
| <b>NAGPUR</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,                                                                                                                                                                                         | <b>PUNE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park,<br>Hinjewadi Phase III, Pune - 411057, Maharashtra                                                                               |
| <b>Trivandrum</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Peepul Park, Technopark Campus, Kariyavattom P.O,<br>Trivandrum - 695581, India                                                                                                                                                             |                                                                                                                                                                                                                                                       |





## Annexure

### Confidentiality and IP Terms and Conditions

#### 1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.



## **2. Associate's Obligations**

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

## **3. Intellectual Property Rights**

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filing or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.



#### **4. Prior knowledge**

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

#### **5. Use of third party material**

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

#### **6. Security policies and Guidelines.**

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

#### **7. Working in SBWS Framework:**

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.



(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

## **8. Restriction on Associate's Rights**

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

## **9. No License**

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.





## 10. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

## 11. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay or omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.



(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.



## Welcome to Wipro's Work Integrated Learning Program ("WILP")

**Work Integrated Learning Programme**  
**Wipro Limited, Dodda Kannelli**  
**Sarjapur Road, Bengaluru - 560 035.**  
**Phone: (080) 28440011/12, Fax: (080) 28440256**

Dear JASAM MUHAMMED,

### **Sub: Enrolment letter to Wipro's Work Integrated Learning Program ("WILP") as Scholar Trainee – Work Integrated Learning Program**

Welcome to WILP!

With reference to your application, it is our pleasure to enroll you as a Scholar Trainee – Work Integrated Learning Program. This is a scholarship program customized as a robust academic and training program which will enable you to obtain M-Tech degree from one of the premier engineering institution / University in India.

The duration of the academic program shall be 48 months from the **date of enrolment to the academic program**. You will be enrolled into the academic program within 12 months from date of joining. Your date of joining will be intimated through a separate communication.

We hope you enjoy the learning with WILP and have an enriching experience being a part of Wipro Limited ("Wipro or "Company").

Please read through the terms and conditions of your enrolment as provided below.

We look forward to having a long and fruitful relationship with you at WILP, Wish you all the best!

Yours sincerely,  
For **Wipro Limited**,

**Aparna Shailen**  
**General Manager - Human Resources**

#### **Endorsement**

I accept the enrolment and the terms and conditions thereof as specified below. I shall report for undergoing study on

#### **Terms & Conditions of Scholarship**

##### **1. PROFILE:**

You have been selected to be a part of Wipro's WILP and are enrolled as a Scholar Trainee- Work Integrated Learning Program. Upon joining WILP, you will have to undergo a "Project Readiness Program" ('PRP') that prepares you to participate in projects at the Company as part of this learning program. This robust academic program will also enable you to obtain **M-Tech degree from one of the premier engineering Institution / University** upon successful completion of the course.

##### **2. DURATION:**

The duration of your academic program will be for a period of 48 months from the date of enrolment to the academic program. You will be enrolled into the academic program within 12 months from date of joining. Unless the Company extends the period of your study in writing, which is done solely at the discretion of the Company, your enrolment would automatically terminate at the end of the stated 48 months.

In case the Company extends the academic period (in writing) you will continue to be enrolled as a Scholar Trainee – Work Integrated Learning Program with WILP.

### 3. Appointment details:

We provide support to our global customers through various Company locations in India to suit customer requirements by operating 24x7. You would be operating from any of these locations and in any of the shifts, including night shift, as may be decided by the Company, keeping in mind the business needs and deliverables to customers.

### 4. Scholarship/Stipend and Benefits

During your period of enrolment, you would be entitled to a consolidated monthly scholarship.

Apart from the monthly scholarship, the Company will provide you with life & accidental insurance that would include a cover for you, the premium / cost will be taken care of by Wipro. This is a voluntary benefit offered by the Company and the details of the same are listed below.

- i. A Group Personal Accident Insurance (GPAI) coverage of **Rs.12,00,000/-**. You could also choose to get additional coverage for a nominal and highly negotiated premium. More details on the policy are available in My Policies section in myWipro, the HR portal at Wipro.
- ii. Group Life Insurance coverage of **Rs.14, 00,000/-**. This sum insured is inclusive of cover as per EDLI (Employee Deposit Linked Insurance). You can also get an extra coverage for a nominal and highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

In addition to the above, you are also eligible for medical insurance cover towards hospitalization.

You are eligible for a floater coverage of Rs.2,00,000/- per annum for family (self, spouse & children) towards hospitalization. There will be a deduction from your monthly scholarship/stipend depending on your marital/family status towards the base sum insured premium. 10% of the claim amount would need to be borne by the employee/Scholar trainee.

Base Medical insurance is to be availed by the employee as default. It is accounted for in deductions as a nominal monthly charge. Top-Up cover is voluntary and charged as applicable during renewal timelines.

If you wish to enhance the coverage, a top up cover option is also available for a highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

The below table lists down your scholarship details:

| Period      | Scholarship | ESI | Consolidated Scholarship (Rs. Per Month) |
|-------------|-------------|-----|------------------------------------------|
| First year  | 15000       | 488 | 15,488/- (*)                             |
| Second year | 17000       | 553 | 17,553/- (*)                             |
| Third year  | 19000       | 618 | 19,618/- (*)                             |
| Fourth year | 23000       | 0   | 23,000/- (*)                             |

(\*) You shall be responsible for payment of all statutory contributions, taxes, dues and levies as may be required under the relevant laws including contributions under Employees' State Insurance Corporation Act (**at 0.75% of your Scholarship**) as and when applicable to you. Such contributions, taxes, dues and levies where required, shall be deducted from your Scholarship and benefits according to applicable laws and regulations.

Your fourth-year scholarship will continue until completion of your M-Tech program. Your enrolment into the MTech academic program within 12 months from date of joining.

You shall be eligible to receive a onetime "joining bonus" of Rs.75,000 after you join Wipro along with your first month salary. All applicable taxes on the payment of this amount will be borne by you. Please note in the event you leave the organization within 12 months from the date of joining, payment processed under Joining bonus shall be recovered from the employee at the time of exit.

The enhancement of the scholarship at the end of each academic year of study will be at the discretion of the Company and subject to your satisfactory progress of study, acquisition of skills, behavior, regularity and punctuality in attendance. Your continued enrolment in the course, will be at the discretion of the Company, and is subject to satisfactory academic performance and other requirements as prescribed in the WILP portal.

In case your project performance at any stage is not found to be at par with the requirement of WILP, then you would be placed on performance improvement program (PIP). If you fail to successfully complete the PIP, the Company may at its sole discretion discontinue your enrolment in the WILP program.

#### **Book Allowance:**

A Book Allowance of Rs.1,250/- will be provided to you per semester. This allowance will be given every semester except the last semester when you will be engaged in dissertation. The allowance will be paid to you centrally along with your scholarship during the course of each semester. The allowance will be subject to tax. Book allowance is applicable and paid only when you are registered for the semester.

#### **5. Training Agreement:**

- i. This letter of enrolment is subject to the execution of a training agreement in the prescribed proforma with Wipro Limited, Sarjapur Road, Doddakannelli, Bengaluru-560035 on or before joining the program ("Training Agreement").
- ii. This Training agreement shall be for a total period of 60 Months where you will be mentored for developing your skills and knowledge. This included technical training, in various formats, both online and offline and practical experience in various projects. The Company invests on your behalf for the cost of these trainings. Should you discontinue the WILP program or your enrolment with WILP is cancelled for any reason whatsoever before the completion of 60 months from the date of joining, the training expenses of Rs.75,000/- (Rupees Seventy five thousand only) will have to be paid by you as detailed in the Training Agreement.

#### **6. PROJECT READINESS PROGRAM (PRP)**

Upon enrolment, you will have to undergo a Project Readiness Program (PRP) to prepare you to participate in projects. This is offered by Wipro's - Talent Transformation Department to all campus and off-campus selects. The broad objective of PRP is to equip you with the necessary knowledge and skills that will enable you to start working on real-life project work which is an integral part of the WILP.

#### **7. Regulations of Academic study:**

- i. You will be enrolled for M-Tech program with a renowned institution ("University") that collaborates with Wipro for WILP.
- ii. Course specialization includes but is not limited to Software Systems, Software Engineering, Information Technology, Computing Systems and Infrastructure Management, Data Analytics, IoT, Cloud, Digital & Cyber security, Embedded Systems.
- iii. Your specialization and enrolment would be decided based on prevailing business requirements and decision of the Company is final and binding.
- iv. You will not be able to change Specialization track after enrolment.
- v. Overall program duration is 4 years from date of enrolment of academic program.
- vi. As per the program structure, a WILP Scholar trainee will register and pursue 4 to 6 courses per semester over 7 semesters.
- vii. You will be required to submit a project work / dissertation in your final semester (8<sup>th</sup> semester of your program). This will enable you to advance your professional capabilities by applying concepts and techniques in projects.
- viii. Each course has multiple evaluation components. This includes an assignment component, quiz, mid-semester examination and comprehension examination. All evaluation components are mandatory for securing a pass grade in a course as prescribed by the partnering institution.

- ix. Contact classes are organized as per the handout and calendar prepared and shared by the University at the beginning of each semester. In the normal course, one session of 2 hours duration per course per contact class is organized.
- x. You will be called upon to undergo studies during the hours and days as may be fixed by the Company from time to time. Normally, the study hours would be from 9:00am to 6:00pm
- xi. The faculty will take attendance/circulate attendance sheets for every session. It is your responsibility to ensure that your attendances are recorded properly.
- xii. WILP Scholar trainees are expected to be on time for every session. Punctuality is non-negotiable and the faculty reserves the right to deny entry and attendance to late comers.
- xiii. Attending 75% of contact session is mandatory for each course to appear for examinations.
- xiv. Not attending classes for reasons like medical/on the job training /late coming/personal problems and other similar reasons would be treated as absenteeism.
- xv. Scholar trainees who fail to meet the minimum attendance criteria will not qualify for comprehension exams for any of the registered courses in that semester.
- xvi. For any reason, you are not able to meet the minimum attendance criteria or not complete the mandatory assignments / quiz / examinations in any semester, you are required to repeat the same semester as and when the next batch is organized. In such cases, rules and regulations governing academic programs at that time would be applicable. In addition, additional semesters fees are to be borne by you as prescribed by the University.
- xvii. At the end of each semester, the performance of each Scholar Trainee in a course, is specified as a letter grade which is obtained through a Relative Grading procedure
- xviii. Any Scholar trainee securing 3 or more cumulative fail grade at any point in time will be expelled from WILP Program.
- xix. The 8th semester of study is fully devoted for dissertation / project work
- xx. If a Scholar trainee's CGPA is less than 5.5, the Scholar trainee will not be permitted to register for the dissertation. He/she has to re-appear for exams and secure a CGPA of 5.5 before taking up the dissertation. Also, a Scholar trainee with an E grade in any course will not be permitted to register for the Dissertation
- xxi. Project / Dissertation work has to be carried out by each individual separately. Teamwork is not permitted.
- xxii. The dissertation has to be completed strictly as per the guidelines that are outlined by collaborating institution.
- xxiii. WILP Scholar trainees are expected to maintain decorum and discipline in line with Wipro's professional work culture and environment.
- xxiv. In cases where a Scholar trainee deviates from the expected behaviour as prescribed by the WILP and partnering institution from time to time , strict action will be taken and the decision of the WILP Team / faculty /, University would be final and binding.
- xxv. Breach of integrity will be dealt with sternly. Such Scholar trainees will be asked to discontinue their studies and also expelled from WILP program.
- xxvi. On successful completion of the study, you will be eligible to receive the M-Tech degree from the collaborating University, in recognition of your successfully completing the course.
- xxvii. All Scholar trainees of the WILP will be given testimonials at the end of the successful completion of the M-Tech degree program. The testimonial contains the timeline in the WILP and the kind of project works carried during this opportunity.

Mode of contact session, examination pattern and other academic program norms are subject to change based on the prevailing situation / University norms declared from time to time. Decision of the University would be final and binding.

## **8. Conflict of Interest:**

- i. During your enrolment period with the WILP, you will focus exclusively on the requirements of the program. In addition to your study and academic requirements, you are required to engage yourself exclusively in the work assigned by Wipro and shall not take up any independent or individual assignments (whether part time or full time, in an advisory capacity or otherwise) directly or indirectly without the express written consent of Head /

## Manager of WILP Academy

- ii. You shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any person who is involved in activities, which are or shall be in conflict with the interests of Wipro.
- iii. The Conflict of Interest Policy also refers to the need on your part, during your enrolment and for a period of one year from the cessation of your enrolment with WILP (irrespective of the circumstances of, or the reasons for, the cessation) not to solicit, induce or encourage:
  - a. Any student/scholar trainee of the WILP to abandon /withdraw their enrolment with the program or to accept enrolment and/or employment with any competitor, supplier or any customer with whom you have a connection.
  - b. Any employee of Wipro to terminate their employment with Wipro or to accept employment with any competitor, supplier or any customer with whom you have a connection.
  - c. Any customer or vendor of Wipro to move their existing business with Wipro to a third party or to terminate their business relationship with Wipro.
  - d. Any existing employee and/or student of WILP to become associated with, or perform services of any type for any third party.
- iv. In case of any conflict or doubt, please discuss the matter with Head / Manager of WILP, to understand Wipro's position on this and resolve the conflict.

## 9. Obligation and Responsibilities:

- i. During the study period you will be governed by the WILP regulations and instructions as may be modified, from time to time, in relation to conduct, discipline and other matters.
- ii. During your study as part of WILP, Company expects you to undergo study in the area in which you are placed, with a high standard of initiative and efficiency. This is critical and Company has zero tolerance towards any deviations.
- iii. You would not be allowed to seek membership of any local or public body without the written approval from the Head / Manager of WILP.
- iv. During the study period and thereafter, you would not be allowed to give out to anyone in writing or by word of mouth or otherwise, particulars or details of work - process, technical know-how, research carried out, security arrangements, or administrative and/or organizational matters of confidential or secret nature which you may come across during your academic study or become known to you by virtue of your undergoing study under WILP or otherwise.
- v. You are bound by all regulations, instructions and policies of the WILP and Wipro. These are updated / modified on a periodic basis and new policies may be introduced and notified to Scholar trainees from time to time and you will be bound to comply with the same.
- vi. In consideration of the opportunities, trainings and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by WILP/Wipro and in the course of your association with WILP. This covenant shall endure during your association and beyond the cessation of your association with WILP (irrespective of the circumstances of, or the reasons for, the cessation).
- vii. In connection with your association with Wipro as part of the WILP and during the term of your association upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business or academic session hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

During the period of academic study, if you develop or conceptualize inventions, ideas, concepts, discoveries, techniques and improvements (including without limitation computer software) solely or jointly with others in relation to the operation of the WILP / Wipro, such developments will be fully communicated to the WILP academy and will be the sole intellectual property of Wipro. You agree to cooperate in the execution of documents to facilitate the assignment of such intellectual property when required.

## 10. Confidentiality:

- i. In consideration of the opportunities, training and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by Wipro and in the course of your enrolment. This covenant shall endure during your enrolment and beyond the cessation of your enrolment with Wipro (irrespective of the circumstances of, or the reasons for, the cessation).
- ii. During your training on projects at Wipro, you will be expected not to use or disclose any confidential information, including trade secrets, of any former employer (if any) or other person with whom you have an obligation of confidentiality and by signing below you affirm that you have no conflicting obligations or non-compete agreements that would prevent you from working without limitation for Wipro.

## **11. Assignment of Intellectual Property**

In connection with your enrolment and during the term of your enrolment, upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

## **12. Posting**

During the initial study period, initially you would be made familiar with Wipro, but you may if needed be re-assigned or transferred to another division, department, establishment or new location where Wipro, has its office or operation and WILP classes are running in the particular location, in India, without enhancing the scholarship amount. On placement of this nature, you will also be governed by the disciplinary rules and regulations as applicable in that unit/branch. You may also be placed in any sister company of Wipro, for practical studies.

## **13. Misconduct:**

- i. In case you are charged with any misconduct or disciplinary issue during your study period, your enrolment with WILP may be temporarily placed on suspension without payment of scholarship amount, for such period as Wipro may deem fit. If the charges against you are proved to be true, your enrolment may be immediately cancelled, without any notice or payment of scholarship in lieu of notice notwithstanding any clause of this letter of enrolment. It is clarified that this clause is without prejudice to Wipro's rights to enforce the Training Agreement duly signed by you even after cancellation of your enrolment for whatever reasons as the case may be.
- ii. Notwithstanding the condition regarding written notice of termination and without prejudice to Wipro's right to enforce the Training agreement, Wipro shall have the right to terminate your academic study without any notice or payment of scholarship in lieu thereof, if any declaration given or information furnished by you to WILP/ Wipro is found to be false or if you are found to have willfully suppressed any material information.

**Please note that at any stage, whether during your selection process or upon enrolment with the WILP, if it is brought to our notice that you have indulged in malpractices or used illegal means to clear your online assessment, Wipro shall withdraw or revoke the enrolment and cancel the same with immediate effect and we reserve our rights to take suitable action against you as we may deem fit.**

## **14. Cancellation of Enrolment:**

Notwithstanding any of the clauses of this letter of enrolment, Company reserves the right at its sole discretion to cancel this enrolment during the study period without assigning any reason, by giving one month's (30 days) notice or one month's scholarship/stipend in lieu of notice.

## **15. Study Hours:**

- i. As a Scholar Trainee – Work Integrated Learning Program, you will be called upon to undergo studies during the hours and days as may be fixed by WILP from time to time as per the University requirements.
- ii. You would be assigned to any of the locations and any project work as part of your WILP as may be decided by the Company.
- iii. The full day lecture sessions will be held at any of Wipro's other establishments/outourced venue. You may also be called upon to attend academic study as and when required on holidays, as may be scheduled in accordance with the convenience of the organizing team of the WILP.
- iv. The university will plan contact classes in multiple format to suit the project work situations and university guidelines such as contact classes in ILT (instructor Led training) and / or VILT (virtual Instructor Led Training and Self-Directed / Recorded lecture sessions).



## 16. General:

- i. This letter of enrolment is subject to the condition that you have not provided us with any false declaration or wilfully suppressed any material information. If you have, you will be liable for cancellation of enrolment from the WILP without any prior notice.
- ii. The terms of this letter of enrolment may be specifically enforced legally, if required. In this connection, if any of the provisions of this letter are declared or found to be void or unenforceable due to any reason whatsoever, the remaining provisions of this letter shall continue in full force and effect.
- iii. These enrolment terms supersede and replace any existing agreement or understanding, if any, between Wipro and you relating to the same subject matter.
- iv. You warrant that you are not prevented by a court or by any other administrative or judicial order from enrolling under this agreement. In the event that you are not a citizen of the country of posting, you should have a valid work permit to work in the country of posting.
- v. During the period of enrolment you are required to comply with all policies of WILP and Wipro. These policies are updated / modified on a periodic basis and new policies may be introduced and notified to the Scholar Trainees from time to time. You agree to comply with all policies as modified from time to time.

## 17. On Completion/Cancellation of Academic Program:

- i. On Completion of the academic program or cancellation of your enrolment , as the case may be, you will immediately surrender to Wipro/ the Academy all specifications, formulae, documents, literature, drawings or records, etc. belonging to Wipro/ the Academy or relating to its business and shall not make or retain any copies of these items.
- ii. You are not eligible to receive testimonial certificate if you do not successfully complete the academic study in accordance with this letter of enrolment and the study scheme formulated by the Academy.
- iii. Wipro reserves the right to offer employment at its sole discretion to a Scholar trainee on successful and satisfactory completion of the academic study.

## 18. Acceptance of Enrolment Letter:

Upon accepting the above terms and conditions, you are required to return the duplicate of this letter of enrolment, duly signed by you as a token of your acceptance on the day of joining WILP program.

Please confirm that the above terms are acceptable to you and that you accept the enrolment by signing a copy of this letter of enrolment and submit the same on the date of joining.

## 19. Work Allocation:

As part of your work responsibilities, you may be assigned to work on certain projects/accounts or other assignments as may be deemed fit by the Company in its sole discretion. Refusal to accept and deliver on such assignments shall be treated as a refusal to work and may result in termination of your employment or other disciplinary action.

Yours sincerely,

For **Wipro Limited**,



**Aparna Shailen**  
**General Manager - Human Resources**

I have read, understood and agree to accept the enrolment on the terms and conditions herein.

I shall be present for the induction session on

## **ANNEXURE I**

### **CONFIRMATION ON SHARING PERSONAL INFORMATION (AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT, 2000)**

I Radheshyam Thakur, confirm that I am voluntarily sharing my Personal Information with Wipro Limited ('Wipro') being a part of WILP of Wipro for the following purposes:

- a. validating my application form and retaining records on the same for any future reference/verification;
- b. processing my application form including background verification checks;
- c. academic study related actions including record keeping, processing scholarship advance and benefits and any action required in the context of my enrolment with Wipro, being a part of WILP.

In this context, I also agree to the retention of such Personal Information by Wipro for any future reference/verification and authorize Wipro to transfer the same to a third party.

I understand that 'Personal Information' means any information, relating to me that is available with Wipro and is capable of identifying me."

## **ANNEXURE II**

I hereby confirm that I shall submit the required academic certificate including but not limited to mark sheet and Provisional or Convocation Degree Certificate within 3 months from my date of joining. I understand that my enrolment is subject to my aggregate meeting the Wipro eligibility criteria and submission of the above mentioned documents.

I hereby declare that all the particulars mentioned above are true to the best of my knowledge. In the event of my failure to submit the above mentioned documents or in case of any discrepancy, I shall be liable for termination of my enrolment with Wipro.

## **ANNEXURE – III**

### **INITIAL INDUCTION PROGRAM**

The Talent Transformation team at Wipro groom's campus selects to help them face the challenges of the corporate world.

A holistic 360 degree approach to training is adopted and helps them hone their fundamental computer skills followed by insights into Wipro businesses, process, technology and behavioural skills.

To understand and appreciate the mindset of the young Trainees and ensure that the transformation is smooth, the induction program is done by a team of dedicated professionals who have exposure to the academic and corporate sectors alike. Project Readiness Program (PRP) is a training program designed to address the basic learning needs of the Trainees.

#### **Corporate Readiness Program - CRP**

The CRP program is focused on making young Trainees comfortable in a corporate environment. This program starts with a corporate induction.

"EMERGE" a behavioural skills building training program ensures that the fresh Trainee start feeling at ease in the "corporate world". This activity based behavioural intervention informs the new entrants about the corporate work culture and business etiquette.

#### **Technology Readiness Program - TRP**

The technology training provides critical technical skills required to work on projects allocated to Trainees and prepare to face the demands of the project world. We begin doing this by familiarizing with Wipro's businesses and work environment.

The methodology of training is "Project Based Learning" (PBL) approach, the entire learning is designed around a series of projects that the recruits are expected to complete individually by learning and applying various topics required to complete the project. Starting with individual projects, the PBL approach ends with recruits working on a team project.

## **ANNEXURE – IV**

I have read and understood the terms of my enrolment letter. I agree and acknowledge that I am a Student/Scholar trainee with Wipro's WILP. I further undertake that I shall not represent to any person within Wipro or any other third

party that I am an employee of Wipro Ltd and I fully understand that such false representation shall entail severe disciplinary action including immediate cancellation of my enrolment.

### **Travel, Accommodation, Food & Other Miscellaneous Expenses**

#### **Travel**

- i. You would be entitled for Rs. 1500 from the date of appointment as a lump sum amount that will be credited with your first month stipend. You may utilize this amount towards Travel and you would not need to submit bills towards usage of this amount.
- ii. There is no provision for reimbursement/allowance towards any expenses incurred in lieu of attending training or classes at different locations in the same city.

#### **Accommodation, Food & other Miscellaneous Expenses**

- i. You would be entitled for Rs.400 per day for 8 days (total amount of Rs.3,200) from the date of joining. You may utilize this amount towards accommodation, food & other miscellaneous expenses. This would be paid as a lump sum amount that will be credited with your first month stipend and you would not need to submit bills towards usage of this amount.
- ii. If your posting location (the location where you would be based out of after training) is different from the training location (location where you undergo initial training), you would be entitled for the following:  
  
Settlement and Miscellaneous Expenses: Rs.1200 per day for 7 days (total amount of Rs. 8,400) from the date of reporting to the posting location. You may utilize this amount towards boarding, lodging, conveyance & other miscellaneous expenses.
- iii. Any location change after reporting to posting location will be treated as relocation/transfer and will be covered under the Transfer policy for Team Rainbow. For details you can refer the policy at myWipro-> My Policies -> India->My Travel>Transfer Policy-Team Rainbow.
- iv. Campus joiners would not be eligible for accommodation at the Wipro guest houses.

**Please note in the event that the employee leaves the organization within 6 months from the date of joining, all payments processed under Joining & Relocation Entitlements shall be recovered from the employee at the time of exit.**

**Skill Preferences 1 :** [DAAI -Cloud & Digital Database](#)

**Location Preferences 1 :** [Bangalore](#)

**Skill Preferences 2 :** [CEP-SAP-ABAP](#)

**Location Preferences 2 :** [Mysore](#)

**Skill Preferences 3 :** [Python App](#)

**Location Preferences 3 :** [Chennai](#)

☒ Accept ☐ Decline

☒ **Signature** [Radheshyam Thakur 25/1/2023 10:00 PM](#)

(checking the checkbox above is equivalent to a handwritten signature)

Registered Office:

**Wipro  
Limited**

**T :**+91 (80) 2844 0011

Doddakannelli

**F :**+91 (80) 2844 0054

Sarjapur  
Road

**E :**info@wipro.com

Bengaluru  
560 035

**W :**wipro.com

India

**C :**L32102KA1945PLC020800

26168298

**JAYARAM R**

Dear **JAYARAM R**

On behalf of CAI Info India Private Ltd., I would like to reconfirm our verbal offer of employment as a "**Jr. Software Engineer**" for an annual CTC of Rs. 3,00,000.00 (Rupees three lakhs thirty thousand) beginning on your anticipated start date, Monday, February 05, 2024. This will be paid to you monthly at the end of each month in increments of Rs. 25,000.00 (gross monthly CTC).

Special Clauses:

- During the period of your employment, the Company may at any time assign or transfer you to any location in the world where the Company/its clients has its establishment. In such an event, you shall be entitled to allowances in accordance with the policies of the Company.
- If you do not have an existing account with ICICI Bank, you will be required to establish one within 2 weeks of your first pay.
- You shall be considered for the next financial review in 2025.

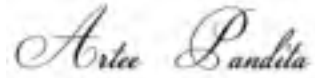
You are required to bring the following documents at the time of reporting for employment: -

- Last updated resume
- Latest passport size photograph
- A copy of Educational Certificates for all years of education and mark cards -
- Copy of passport
- Form 16

Please sign the bottom portion of this letter indicating your acceptance of this position and return the same immediately. You will be issued an appointment letter upon your acceptance of this offer letter.

Thank You and Welcome.

Yours Truly, Accepted By:



**Artee Pandita** \_\_\_\_\_  
**Director-Human Resources**

Divyasree Towers, Floor 5, Guruppanapalya  
Bannerghatta Main Road, Bangalore-560029  
[www.cai.io](http://www.cai.io) [inquire@cai.io](mailto:inquire@cai.io)

Detailed CTC Breakdown:

| Description       | Monthly              | Yearly                 |
|-------------------|----------------------|------------------------|
| Basic             | INR 13,750.00        | INR 1,65,000.00        |
| HRA               | INR 5,500.00         | INR 66,000.00          |
| Conveyance        | INR 300.00           | INR 3,600.00           |
| Medical Allowance | INR 700.00           | INR 8,400.00           |
| Statutory Bonus   | INR 2,500.00         | INR 30,000.00          |
| Provident Fund    | INR 3,300.00         | INR 39,600.00          |
| Gratuity          | INR 661.38           | INR 7,936.50           |
| Special Allowance | INR 788.63           | INR 9,463.50           |
| <b>Total</b>      | <b>INR 25,000.00</b> | <b>INR 3,00,000.00</b> |

Accepted By:

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Divyasree Towers, Floor 5, Guruppanapalya  
Bannerghatta Main Road, Bangalore-560029  
[www.cai.io](http://www.cai.io) [inquire@cai.io](mailto:inquire@cai.io)

**CAI Info India Private Limited**

080 -45340400



**CGI Information Systems and Management Consultants Pvt. Ltd.**

Regd. Office: e.city, Tower 2, No.95/1 & 95/2,  
Electronic City, Phase I (West)  
Bangalore – 560 100. India  
Tel +91-80-6642 2222 | Fax +91-80-6642 1200

**cgi.com**

CIN: U72200KA1990PTC019138

Dear JEEVAN G

I am delighted to offer you a role at CGI Information Systems and Management Consultants Private Limited (“CGI” or “Company”) where we strive to create an environment in which we enjoy working together and, as owners, contribute to building a company we can be proud of. We are very excited about the prospect of having you join us, and look forward to welcoming you.

As part of the leading information technology companies in the world, there are many opportunities for growth and development, both individually and as part of a large professional community. I hope you will choose to be part of our CGI Global Community, a team of extraordinary people building a company that reflects their aspirations and is supported by our shared vision and values.

We are offering you the position of **Associate Software Engineer** and your **Total Target Earnings** is INR **302000-** in accordance with the terms and conditions contained below.

This offer is contingent on your:

- successful completion of your graduation with a minimum of [60%] of marks and no backlog in any semester;
- successful completion of pre/post-employment training designated by the Company. Details of the training, duration, and conditions of training will be communicated to you by the Company upon your acceptance of this offer. You are required to maintain the minimum attendance threshold throughout the training and achieve the grade pre-defined by the Company for the successful completion of the training.

Should you fail to achieve the above pre-requisite, the Company shall be entitled to revoke this offer at its discretion or terminate your employment forthwith without notice or pay in lieu thereof.

You are requested to report at Bengaluru our office on 24 July 2022 . Your appointment will be effective on your joining date. If you do not confirm your acceptance within the timeframe mentioned below, this offer will be considered withdrawn unless extended in writing by the Company.

- You are required to communicate your acceptance of this offer via email to your assigned Recruiter’s CGI email id on or before 23 July 2022. You will also be required to read, understand and execute the CGI Candidate Declaration that will be issued to you on your joining date.
- Your reporting time on the joining date is 8:30 a.m. Kindly note that it is important to be on time to complete the joining formalities.
- On your joining date, please bring the originals and one set of photocopies of the documents mentioned in Annexure-A.
- Please contact us at 080-4194 0000 (Monday to Friday between 9:30 a.m. to 5:30 p.m.) or via email to your CGI designated recruiter for any queries regarding your employment offer.

The terms and conditions governing your employment are as under:

- Your employment with the Company is at all times subject to you having and maintaining a valid work permit from the Government of India (if applicable). A copy of the work permit needs to be furnished by you on the date of on boarding failing which you will not be permitted to join. You hereby agree that you shall undertake all necessary steps to keep such work permit valid and subsisting throughout the term of your employment with the Company.



- Your employment will be subject to a probationary period of [6] months (**“Probationary Period”**). If your performance is, in the opinion of the Company, found to be satisfactory during this period, then the Company shall confirm the appointment in writing. The Company may, at its sole discretion, extend the Probationary Period, by providing you prior written notice. Your employment remains subject to [15] days’ notice of termination until you are notified in writing of the satisfactory completion of the Probationary Period.
- This appointment will be based on your agreement to serve the Company for a minimum period of two years effective your date of joining. On joining, you will have to sign the Employment Agreement with the Company
- This offer is conditional upon your having a valid passport. If you do not have a passport as of the date of this offer, you are required to apply for one immediately and produce the relevant acknowledgement on the day of your on boarding. Being part of consulting organization, it is your responsibility to monitor the validity of your passport and renew it in advance. Should you be denied a passport, or if you are otherwise unable to produce a copy of your passport, CGI shall be entitled to terminate your employment forthwith without notice or pay in lieu thereof. It is a condition of your employment that you have a valid passport at all times.
- During your employment with CGI, you may get opportunities to work on multiple platforms/skills at the sole discretion of CGI. CGI encourages and appreciates flexibility to work on different technologies
- Your services are transferable anywhere in India as also anywhere abroad within the CGI group of companies or other third parties. In case your services are transferred to any of our group companies or affiliates of the Company, you are required to abide by the rules and regulations pertaining to that company. You will carry out your duties as per the instructions of your superiors from time to time
- Your remuneration is strictly confidential. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should not be shared with anyone.
- **Code of conduct:** You will abide by CGI policies including all amendments as may be carried out from time to time at sole discretion of CGI (**“CGI Policies”**), and the applicable rules and regulations in force from time to time and will also be required to sign and abide by the **Code of ethics** and conduct as elucidated by the Company as part of your performance appraisal process. Any breach of the guidelines or the terms and conditions of employment may result in termination of your services without notice or compensation.
  - a) You will not carry on any business other than for the Company or enter for any part of your time in any capacity in the services of other person or persons and company or companies. You will devote your whole time and attention to your duties to promote the interests of CGI and you will not utilize or divulge to any person or persons any of our trade secrets or confidential information.
  - b) In the course of your employment with CGI, you shall not, without the previous written consent of CGI and which consent CGI may in its absolute discretion and without assigning any reason, withhold and/or refuse to accord directly and/or indirectly solicit and/or engage in the collection and donations for any trust or other organizations and/or institutions for charitable work and/or any other purposes and person/s and/or bodies corporate/institutions with whom you come into contact and/or have dealings with in the course of employment with CGI.
  - c) During your employment with CGI and perpetually thereafter, you will not transmit, disclose or otherwise use confidential information related to CGI, the affiliates or group companies of CGI, or the clients of CGI or its affiliates and group companies, to any unauthorized person, except as may be required in the course of discharging your duties in connection with CGI’s business. Confidential information means and includes information which is confidential and proprietary to CGI and its affiliates and group companies, and/or to certain third parties with which CGI has relationships, and disclosed to or obtained by you from CGI and/or such third parties, whether (without limitation) in graphic, written, electronic or machine readable form on any media or orally and whether or not the information is expressly stated to be confidential or marked as such and includes, but is not limited to information of value or significance to CGI and/or its competitors (present or potential) including but not limited to CGI’s intellectual property; client names; project related information; content; data; techniques; plans; designs; programs; customer information; identity and job descriptions of CGI’s personnel; organizational structure; financing relationships or terms; service provider or vendor relationships or terms; processes; methodologies; compensation or bonus data; the terms of this appointment letter; or any other information, not in the public domain pertaining to the business or affairs of CGI; but does not include information that is in the public domain other than by your breach of this appointment letter and/or of any other agreement to which you are bound by. You will not divulge confidential information to anyone, including family, friends, and especially others in the same or similar competing businesses. You will sign a Confidentiality and Non-Disclosure Agreement to protect CGI’s confidential information at the time of your onboarding and anytime upon request during your employment with CGI. If you are bound by a confidentiality agreement with a previous employer, you must notify the Company and indemnify the Company against any breach thereof.



- d) For the purpose of representing and improving the company's brand image and being able to interact with senior level decision makers in the industry in a satisfactory manner, you are required to follow the following norms:
- i. Maintain complete confidentiality and high level of integrity in all your actions performed on behalf of the company
  - ii. Practice high level of professionalism in business etiquettes, selection of attire, choice of language in conversation and documents, meeting commitments and in overall conduct; and
  - iii. You shall help in maintaining congenial, disciplined, participative and supportive work environment to encourage team spirit and high performance standards.

- e) **Intellectual Property:** You irrevocably, absolutely and perpetually assign to the Company worldwide right(s), title(s), and interest(s) under any statute or common law including patent rights; copyrights including moral rights; trademarks, designs, anywhere in the world, whether negotiable or not in respect of your contribution(s) during the term of the employment, free from encumbrances of any kind for the full term of each and every such right, including renewal or extension of any such term. All of the Intellectual Property (created solely or jointly with others) given, disclosed, created, developed or prepared in connection with your employment with the Company shall be deemed to be 'work for hire' and/ or inventions developed in the course of employment with the Company within the meaning of the copyright laws of all jurisdictions, including and without limitation, India, and the Company shall be deemed to be the sole author thereof in all jurisdictions for all purposes. If under any applicable law, any results and proceeds of your services are not deemed to be works and/ or inventions developed in the course of the employment with the Company, then to the fullest extent allowable and for the full term of protection otherwise accorded to you under such applicable law, you hereby assign and transfer to the Company any/all right(s), title(s), and interest(s) in such works and/ or inventions. You further irrevocably, absolutely and perpetually assign to the Company the worldwide rights in respect of: (a) any licences, permissions and grants in connection with any Intellectual Property therewith; (b) applications for any of the foregoing and the right to apply for them in any part of the world; (c) right to obtain and hold appropriate registrations in Intellectual Property, (d) all extensions and renewals thereof; and (e) causes of action in the past, present or future, related thereto including the rights to damages and profits, due or accrued, arising out of past, present or future infringements or violations thereof and the right to sue for and recover the same. Further, you hereby agree to waive any right to and refrain from raising any objection or claims pursuant to Section 19(4) and Section 30-A of the Copyright Act, 1957.

For the purpose of this agreement, "Intellectual Property" includes ideas, concepts, creations, discoveries, inventions, improvements, know how, trade or business secrets; trademarks, service marks, designs, utility models, tools, devices, models, methods, procedures, processes, systems, principles, algorithms, works of authorship, flowcharts, drawings, books, papers, models, sketches, formulas, teaching techniques, electronic codes, proprietary techniques, research projects, and other confidential and proprietary information, computer programming code, databases, software programs, data, documents, instruction manuals, records, memoranda, notes, user guides, in either printed or machine-readable form, the whether or not copyrightable or patentable, or any written or verbal instructions or comments.

- f) You will be responsible for the safekeeping and return in good condition all the Company property and all material or documents (including reproductions and excerpts) containing Confidential Information and any letter of authority or power of attorney issued to you, which will be in your use, custody or charge.

- **Non-solicitation:** During your period of employment with CGI and for a period of twelve (12) months commencing from the last day of your employment with CGI, you will not directly or indirectly: (i) solicit any employee of CGI to terminate his/her employment with CGI, or to accept any other employment; and/or (ii) solicit or do business with any clients or customers or potential clients or customers of CGI with whom you have had dealings during the last twelve (12) months of your employment with CGI.
- **Communication:** Please approach your immediate supervisor for any queries pertaining to project or organization related concerns, suggestions which you may have from time to time. In addition, the HR team is always available to discuss any of your needs or suggestions.
- **Shift:** You shall have no objection to work on shift / staggered duty in case business warrants that. Please note that it is management's prerogative to decide which member will work on shift and management's decision in this regard will be final. Your project will also decide the shift allowance that will be payable and will be based on project requirement. This will be governed by the existing Shift Allowance Policy.
- You may be required to travel on Company work and you will be reimbursed expenses as per Company Policies.

- **Unauthorized absence from work:** Your unauthorized absence from work for a continuous period of more than three days without leave or obtaining your manager's approval will be treated as absconding from duty, triggering disciplinary action. In the event, that you do not report for work within eight days from the date of unauthorized absence it will be treated as "voluntary abandonment of service" and it shall be deemed you are no longer interested in the employment and your employment will be terminated. In such an event you shall be liable to refund the salary in lieu of shortfall in notice period and other dues payable to the Company, as specified.
- **Termination of employment:**
  - i **Termination without cause:** Your services may be terminated at any time by either side by giving fifteen days' written notice or salary in lieu thereof during the Probationary Period and **Two month's written notice** or **Two month's salary in lieu thereof** after confirmation of employment with the Company. Whilst the Company reserves the right to release you upon your resignation prior to conclusion of your notice period with or without paying notice pay for the balance notice period, decision to allow notice pay in lieu of notice is at the sole discretion of the management. If you decide to leave without completing due notice and handing over formalities as per the requirement of CGI; you will not be eligible to get any certificates which indicate employment with CGI immediately or in future. No references will be entertained from any authority/institution seeking details of your case.
  - ii **Termination for Cause:** Notwithstanding anything contained in this appointment letter, the Company may terminate the employment contemplated hereunder at any time without requiring to serve notice period or payment in lieu of notice period, for 'cause'. For the purpose of this Agreement 'cause' shall include:
    - (a) inattention or negligence in the performance of duties and obligations under this appointment letter;
    - (b) repeated failure to comply with lawful directions of the Company and its officers;
    - (c) conviction in a criminal case or framing of charges in a criminal case;
    - (d) breach of the terms of this appointment letter and breach of representations and warranties contained herein;
    - (e) unethical business conduct;
    - (f) breach of any statutory duty or for any act or omission adversely affecting the goodwill, reputation, credit, operations or the business of the Company;
    - (g) fraud, misappropriation or dishonesty in respect of the property or the business of the Company;
    - (h) commission of any act not in conformity with discipline or good behaviour or acceptance of any illegal gratification;
    - (i) habitual neglect of your work or gross or habitual negligence in the performance of your duties;
    - (j) unauthorised disclosure of any Confidential Information of the Company; and/or
    - (k) any act or omission that could be construed as misconduct under applicable law.
  - iii **Termination for ill-health or disability:** If you, at any time, are prevented from ill-health or accident or any physical or mental disability from performing your duties hereunder, you shall inform the Company, either through yourself or any of your relatives, and supply it with such details as it may require and if you are unable by reason of ill-health or accident or disability, for a period of 60 days or more to perform your duties hereunder, the Company may forthwith terminate your employment.
  - iv **Project Engagement:** You understand and acknowledge that the business of the Company is dependent on the projects that it receives from its clients and that you have been employed to primarily work on such projects. If the project that you are working on requires a lower headcount or is winding up, you will no longer be required to work on such project. You will be informed at least 30 days prior to the date from which you will no longer be required to work on such project. In the event that either CGI or you are unable to find an alternate project that you can be staffed on within 45 days of your last project, your employment shall be deemed redundant and shall be terminated in accordance with applicable law and the terms of this letter. Notwithstanding the foregoing, you expressly agree that if you refuse two or more opportunities that are offered to you by CGI to be placed on an alternate project, it shall be deemed that you are voluntarily resigning from your employment with CGI. You understand and acknowledge that if you fail to upskill / reskill as required by and to the satisfaction of the Company, the Company will not be able to place you on an alternate project. Being placed on an alternate project is subject to availability of roles and your skill sets, and is not an obligation of the Company.
- You may be assigned to certain engagements that require Knowledge Transfer from client/other BU's/members within the engagement. During assignment or after obtaining such Knowledge Transfer, you are required to serve the stipulated rotation period. This is in addition to the notice period requirement mentioned above.
- **Non-Competition:** During the term of your employment with CGI, you shall not directly or indirectly compete with CGI in any manner whatsoever.



- **Restriction of Employment with Client/Customer:** For a period of twelve (12) months following the end of your employment with CGI, you agree not to, directly or indirectly, as employee, consultant or otherwise, work for or provide services or trade in goods, whether solely or with others, whether as an employee, officer, director, agent, partner, consultant, member of any company or other commercial enterprise or otherwise, to clients or customers or with any competitor or any organization where you have been taken or sent for training, deputation or secondment or professional work by the Company or to whom you provided services on CGI's behalf during the last twelve (12) months of your employment with CGI.
- You will keep us informed of any change in your residential address/contact details.
- If you resign from the service or your employment is terminated for any reasons before completing one (1) year of service, you will fully reimburse the Company, the joining bonus, transition bonus, retention bonus, notice pay and relocation expenses, if any.
- It is your responsibility to notify the Company of any changes in your personal information within three working days. It shall also be your responsibility to notify the Company of any legal action or suit, whether in the nature of civil or criminal initiated against you. Additionally, you shall also be responsible for notifying CGI of any proceedings which may impact your ability to fulfill your job responsibilities. Your failure to notify the above details will result in breach of the appointment terms. All notices shall be considered duly and properly delivered to the address on file with the Company.
- You will retire from the services of the Company on attaining the age of superannuation. The retirement age in CGI is sixty (60) years.
- The benefits as outlined herein and in CGI policies are subject to change at the Company's discretion. You will be entitled to leaves in accordance with the Company's policy as applicable from time to time.
- Upon your resignation or retirement from the Company or termination of your services, you are required to return all assets and property of the Company including but not limited to documents, machines, data, files, books etc. (including but not limited to leased properties).
- We provide support to global customers from various locations in India & abroad to suit customers' differing time needs including 24x7 bases. You may be asked to operate from any of the CGI locations and in any of the shifts, including night shift, at the sole discretion of management, as may be required by the Company keeping in mind business needs and deliverable requirements to customers. Your work schedule will be provided to you by your Manager / Supervisor upon your joining. Your weekly off days may not be on weekends.
- You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- **Condition of Hire:** Your appointment is contingent upon satisfactory reference & background checks including verification of your application materials, education and employment history. CGI will conduct background checks to verify your identity, education, professional qualifications, employment history and references (Level 1), and will include, depending on the nature of your position or at a client request, a criminal record check (Level 2) and credit verification (Level 3) if you have access to CGI and/or client sensitive or critical information, facilities or assets and/or your role requires handling of financial transactions. In addition, during the course of your employment on need basis or on a recurrent basis every 5 years and in a context of change of role, a complete re- verification including background checks as per CGI policies including without limitation, criminal record checks (Level 2) and credit verifications (Level 3) may be conducted, if applicable. Also, dual employment checks could be conducted at any time during the course of your employment. By signing this Employment Agreement, you are providing a free, informed and ongoing consent to all such verifications before and during the course of your employment as per CGI's policies and you agree to sign any forms required for such verifications at the appropriate time. Successful clearance of background verification is a mandatory requirement for employment confirmation. Unsuccessful clearance of background verification will lead to termination of employment without notice. CGI reserves the right to audit the submitted educational & previous work experience(s) documents at any point of your tenure in CGI, as part of which you are obligated to furnish any/all of such relevant documents on demand. Failure to furnish the same and / or the submitted education & work experience proving to be false or unverifiable as per CGI standards, may lead to termination of employment without notice. The basis of the offer is authentic and verifiable education and work experience as per CGI standards. You are accountable for providing documents that enable appropriate authorities in the relevant educational institution(s) and previous employer Organization(s) to validate your claims. CGI is not liable for the inability of the aforementioned authorities to validate your credentials basis your submissions. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer.
- If any information furnished by you in your application for employment or during the selection process is found at any time during your employment to be incorrect or false, and/or if you have suppressed any material information; the Company may terminate your services without notice or compensation



- **Data Protection and Privacy:** The Company may, in connection with your employment, receive personal data relating to you or third parties associated with you (such as spouse or children). Such data may be received directly from you or from other sources, and some personal data may be recorded directly or indirectly by internal security systems (such as CCTV cameras) or by other means. The Company may process such data for relevant and limited purposes. By agreeing to employment with CGI, you hereby expressly consents to the following:
  - (a) the processing of your personal data by the Company or such third-party appointed by the Company;
  - (b) the collection and processing of sensitive personal data or information (as defined under applicable laws) about you for limited purposes;
  - (c) the transfer worldwide of personal data held about you by the Company to other employees and offices of the Company's worldwide organization and to third parties where disclosure to such third parties is required in the normal course of business or by law; and use of your personal images and voices in marketing material, videos, etc.; and
  - (d) treating any personal data to which you have access in the course of your employment strictly in accordance with the Company's policies and procedures and not using any such data other than in connection with and except to the extent necessary for the purposes for which it was disclosed to you.
- Subject to insurance policies that the Company may have and other statutory insurances, you may be eligible to receive compensation under the Employees Compensation Act, 1923, for injuries arising out of and in the course of employment.
- Women employees of the Company shall be entitled to maternity leave in accordance with the Maternity Benefit Act, 1961 (as applicable), i.e., eligible women employees shall be entitled to 26 weeks of maternity leave for the first 2 surviving children, and 12 weeks of maternity leave for every subsequent child
- Your designation may be changed at the discretion of the Company depending on the work assigned to you
- Your **Total Experience** will be part of our professional records

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Total Experience = Relevant Experience + Weighted/ Non-relevant Experience

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0.0 Yrs. = 0.0 Yrs. + 0.0 Yrs.

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Relevant Experience = Total number of months the candidate has worked on the skill/role for which the candidate is being hired in CGI

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Weighted Experience = A weighted percentage is given to your non-relevant experience, either to your role or skill, for which you are being hired in CGI

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- Any and all of the terms and conditions of service may be modified or changed at the Company's discretion. Breach of any one of the conditions will render you liable to termination of your employment without notice.
- This letter supersedes all oral or written communication exchanged between you and CGI prior to the date of this letter and commitments, if any, made during the selection process. You acknowledge that you have read and understood the terms and conditions of this offer letter and to confirm your acceptance of this offer letter, please sign in on all the pages & in the space specified below and return the signed copy to CGI on your onboarding day.
- If any provision of this letter is held to be unenforceable, the remaining provisions shall remain valid, binding and in full force to the maximum extent possible. If any portion of this letter is held to be unreasonable, such provision shall be given effect to the maximum extent possible by narrowing or enforcing in part that aspect of the provision found overbroad or unenforceable.
- Your employment with the Company and this letter shall be governed by and construed and enforced in accordance with the laws of India, without regard to conflicts of laws. You agree to the exclusive jurisdiction and venue of the courts in Bangalore for the resolution of all disputes arising under this letter.
- No waiver by the Company of any breach of this letter shall be valid unless in writing and signed by the Company. The waiver by the Company hereto of any provision of this letter shall not operate or be construed as a waiver of any subsequent breach by you, nor shall any waiver operate or be construed as a rescission of this letter



- You shall, at all times during the course of your employment with the Company (and even after its termination) agree to indemnify and keep indemnified the Company, as the case may be, against all losses, damages, claims, interests, costs, expenses, liabilities, proceedings and demands which the Company may suffer or incur or which may be made against the Company as a result of any misrepresentations or breach of this letter, acts or omissions by you during the course of employment.
- You shall not at any time without limitation, publish or communicate any disparaging remarks, comments or statements concerning the Company, its holding company, group companies, affiliates or associate companies or any of their respective shareholders, directors, officers or employees. For this purpose, 'disparaging' means any remarks, comments or statements that impugn the character, honesty, integrity, morality, or business acumen or abilities in connection with any aspect of the operation of business of the Company, or reflect negatively upon, the individual or company being disparaged.
- Base Compensation Components:**

| Designation: Associate Software Engineer                     |               |                |
|--------------------------------------------------------------|---------------|----------------|
| Date of Joining: 24 July 2024                                |               |                |
| Pay Components                                               | Monthly (INR) | Annual (INR)   |
| Basic (Inclusive of D.A.)                                    | 21,500        | 258,000        |
| Flexible Compensation Plan <sup>1</sup>                      | 6,136         | 73,632         |
| <b>Base Compensation</b>                                     | <b>27,636</b> | <b>331,632</b> |
| Provident Fund <i>Company Contribution</i>                   | 2,580         | 30,960         |
| Gratuity Fund Contribution                                   | 1,034         | 12,408         |
| <b>Gross Compensation</b>                                    | <b>31,250</b> | <b>375,000</b> |
| Share Purchase Plan <i>Company Contribution</i> <sup>2</sup> | 829           | 9,948          |
| Profit Participation Plan <sup>3</sup>                       | 553           | 6,636          |
| <b>Total Target Earnings</b>                                 | <b>32,632</b> | <b>391,584</b> |

- <sup>1</sup>**Flexible Compensation Plan:** Option to allocate to components like Meal Vouchers, Conveyance, National Pension Scheme, LTA etc
- <sup>2</sup>CGI will contribute towards **Share Purchase Plan (SPP)**: As part of our ownership culture, we enable those who join CGI to become an owner through our Share Purchase Plan. It is an opportunity for you to buy shares in CGI, become an owner, and benefit from any long-term appreciation in the CGI share price. When you choose a percentage to contribute, CGI will match your contribution 100% (up to **3%** of your Base Compensation). Contributions are done on a monthly basis towards the purchase of CGI shares, and you can start, stop and change your contribution at any time. Only those members who enroll for this benefit are eligible for receiving the company contribution & will need to contribute an equal amount on a monthly basis towards the purchase of CGI shares.
- <sup>3</sup>**Profit Participation Plan:** This plan distributes a portion of our profits based on the achievement of CGI's financial objectives, as well as individual performance. The Target Profit Participation Plan (PPP) is at **2%** of Base Compensation on pro rata basis and can be more or less basis the performance of CGI, performance of Business Units and performance of Individuals. All regular members employed as of Jun 30th of CGI Inc. fiscal year (Oct-Sept) are eligible and should be active on rolls as on Dec 31st to receive the payout. The Corporate guidelines of PPP may be amended from time to time  
Eligible members will be paid statutory bonus as per the provisions of the Payment of Bonus Act, 1965. Where members are eligible for both statutory bonus as well as the PPP, the company shall deduct from the PPP allocated to a member the amount of statutory bonus payable under the Act for such corresponding period and the difference will be paid as the actual PPP

In addition to the above you are eligible for:

- INR 25,000/-** towards annual insurance premium to cover self, spouse & up to two dependent children under Group MediClaim Insurance and to cover self under Group Personal Accident Insurance & Group Term Life Insurance

The tax liability arising out of the above payments now or in the future, due to changes in income tax provision shall be borne by you



I look forward to your acceptance of this offer and to welcoming you to our team. I am confident that in this new role, you will make a valuable contribution to CGI and our continued success.

Yours sincerely

**For CGI Information Systems and  
Management Consultants Pvt. Ltd.,**

A handwritten signature in black ink, appearing to read 'S Pradhan', is written over a light blue rectangular background.

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**Sarika Pradhan  
Vice President Corporate Services**

I have read the terms and conditions of employment and the contents of the employment agreement and in token of my acceptance; I duly acknowledge the receipt of the letter of employment.

Please sign below to confirm that you agree with the terms and conditions stated in this letter.

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**Signature & Date**



**Annexure-A**

We request you to bring the originals, on your date of reporting to CGI for verification.

*Please note that the below documents are mandatory for **CGI's personnel records** and will be subjected to **background verification**. Non submission of these documents will impact your profile and records needed to manage your career effectively within CGI and may also have serious impact on project and client requirements, hence your cooperation in this is crucial.*

| #  | Documents                                                                                   |
|----|---------------------------------------------------------------------------------------------|
| 1  | Acceptance copy of CGI's appointment letter signed by you on all pages                      |
| 2  | Valid Work Permit issued by Government of India, if applicable                              |
| 3  | Passport (all pages – wherever the entries are made)                                        |
| 4  | Income-Tax Permanent Account Number Card (PAN Card)                                         |
| 5  | Passport size photograph – 05 nos.                                                          |
| 6  | 10th class mark sheet & certificate                                                         |
| 7  | 12th class mark sheet & certificate                                                         |
| 8  | Bachelor degree mark sheets (all semesters)                                                 |
| 9  | Bachelor degree certificate / convocation certificate                                       |
| 10 | Master degree mark sheets (all semester)                                                    |
| 11 | Master degree certificate / convocation certificate                                         |
| 12 | Diploma mark sheets (all semesters)                                                         |
| 13 | Diploma certificate                                                                         |
| 14 | Any other certificates                                                                      |
| 15 | Appointment letter, pay slip, relieving letter & experience certificate of all previous Co. |
| 16 | Present company's appointment letter                                                        |
| 17 | Present company's relieving letter & resignation acceptance letter from HR                  |
| 18 | Present company's experience certificate                                                    |
| 19 | Present company's salary slip with employee number (last two months)                        |
| 20 | Aadhaar / Voters ID / Driving License / Rental agreement /Bank passbook (address page only) |
| 21 | Blood group and RH type report                                                              |





**CGI Information Systems and Management Consultants Pvt. Ltd.**

Regd. Office: e.city, Tower 2, No.95/1 & 95/2,  
Electronic City, Phase I (West)  
Bangalore – 560 100. India  
Tel +91-80-6642 2222 | Fax +91-80-6642 1200

**cgi.com**

CIN: U72200KA1990PTC019138

Dear JEEVESH S

I am delighted to offer you a role at CGI Information Systems and Management Consultants Private Limited (“CGI” or “Company”) where we strive to create an environment in which we enjoy working together and, as owners, contribute to building a company we can be proud of. We are very excited about the prospect of having you join us, and look forward to welcoming you.

As part of the leading information technology companies in the world, there are many opportunities for growth and development, both individually and as part of a large professional community. I hope you will choose to be part of our CGI Global Community, a team of extraordinary people building a company that reflects their aspirations and is supported by our shared vision and values.

We are offering you the position of **Associate Software Engineer** and your **Total Target Earnings** is INR **302000-** in accordance with the terms and conditions contained below.

This offer is contingent on your:

- successful completion of your graduation with a minimum of [60%] of marks and no backlog in any semester;
- successful completion of pre/post-employment training designated by the Company. Details of the training, duration, and conditions of training will be communicated to you by the Company upon your acceptance of this offer. You are required to maintain the minimum attendance threshold throughout the training and achieve the grade pre-defined by the Company for the successful completion of the training.

Should you fail to achieve the above pre-requisite, the Company shall be entitled to revoke this offer at its discretion or terminate your employment forthwith without notice or pay in lieu thereof.

You are requested to report at Bengaluru our office on 24 July 2022 . Your appointment will be effective on your joining date. If you do not confirm your acceptance within the timeframe mentioned below, this offer will be considered withdrawn unless extended in writing by the Company.

- You are required to communicate your acceptance of this offer via email to your assigned Recruiter’s CGI email id on or before 23 July 2022. You will also be required to read, understand and execute the CGI Candidate Declaration that will be issued to you on your joining date.
- Your reporting time on the joining date is 8:30 a.m. Kindly note that it is important to be on time to complete the joining formalities.
- On your joining date, please bring the originals and one set of photocopies of the documents mentioned in Annexure-A.
- Please contact us at 080-4194 0000 (Monday to Friday between 9:30 a.m. to 5:30 p.m.) or via email to your CGI designated recruiter for any queries regarding your employment offer.

The terms and conditions governing your employment are as under:

- Your employment with the Company is at all times subject to you having and maintaining a valid work permit from the Government of India (if applicable). A copy of the work permit needs to be furnished by you on the date of on boarding failing which you will not be permitted to join. You hereby agree that you shall undertake all necessary steps to keep such work permit valid and subsisting throughout the term of your employment with the Company.





- Your employment will be subject to a probationary period of [6] months (**“Probationary Period”**). If your performance is, in the opinion of the Company, found to be satisfactory during this period, then the Company shall confirm the appointment in writing. The Company may, at its sole discretion, extend the Probationary Period, by providing you prior written notice. Your employment remains subject to [15] days’ notice of termination until you are notified in writing of the satisfactory completion of the Probationary Period.
- This appointment will be based on your agreement to serve the Company for a minimum period of two years effective your date of joining. On joining, you will have to sign the Employment Agreement with the Company
- This offer is conditional upon your having a valid passport. If you do not have a passport as of the date of this offer, you are required to apply for one immediately and produce the relevant acknowledgement on the day of your on boarding. Being part of consulting organization, it is your responsibility to monitor the validity of your passport and renew it in advance. Should you be denied a passport, or if you are otherwise unable to produce a copy of your passport, CGI shall be entitled to terminate your employment forthwith without notice or pay in lieu thereof. It is a condition of your employment that you have a valid passport at all times.
- During your employment with CGI, you may get opportunities to work on multiple platforms/skills at the sole discretion of CGI. CGI encourages and appreciates flexibility to work on different technologies
- Your services are transferable anywhere in India as also anywhere abroad within the CGI group of companies or other third parties. In case your services are transferred to any of our group companies or affiliates of the Company, you are required to abide by the rules and regulations pertaining to that company. You will carry out your duties as per the instructions of your superiors from time to time
- Your remuneration is strictly confidential. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should not be shared with anyone.
- **Code of conduct:** You will abide by CGI policies including all amendments as may be carried out from time to time at sole discretion of CGI (**“CGI Policies”**), and the applicable rules and regulations in force from time to time and will also be required to sign and abide by the **Code of ethics** and conduct as elucidated by the Company as part of your performance appraisal process. Any breach of the guidelines or the terms and conditions of employment may result in termination of your services without notice or compensation.
  - a) You will not carry on any business other than for the Company or enter for any part of your time in any capacity in the services of other person or persons and company or companies. You will devote your whole time and attention to your duties to promote the interests of CGI and you will not utilize or divulge to any person or persons any of our trade secrets or confidential information.
  - b) In the course of your employment with CGI, you shall not, without the previous written consent of CGI and which consent CGI may in its absolute discretion and without assigning any reason, withhold and/or refuse to accord directly and/or indirectly solicit and/or engage in the collection and donations for any trust or other organizations and/or institutions for charitable work and/or any other purposes and person/s and/or bodies corporate/institutions with whom you come into contact and/or have dealings with in the course of employment with CGI.
  - c) During your employment with CGI and perpetually thereafter, you will not transmit, disclose or otherwise use confidential information related to CGI, the affiliates or group companies of CGI, or the clients of CGI or its affiliates and group companies, to any unauthorized person, except as may be required in the course of discharging your duties in connection with CGI’s business. Confidential information means and includes information which is confidential and proprietary to CGI and its affiliates and group companies, and/or to certain third parties with which CGI has relationships, and disclosed to or obtained by you from CGI and/or such third parties, whether (without limitation) in graphic, written, electronic or machine readable form on any media or orally and whether or not the information is expressly stated to be confidential or marked as such and includes, but is not limited to information of value or significance to CGI and/or its competitors (present or potential) including but not limited to CGI’s intellectual property; client names; project related information; content; data; techniques; plans; designs; programs; customer information; identity and job descriptions of CGI’s personnel; organizational structure; financing relationships or terms; service provider or vendor relationships or terms; processes; methodologies; compensation or bonus data; the terms of this appointment letter; or any other information, not in the public domain pertaining to the business or affairs of CGI; but does not include information that is in the public domain other than by your breach of this appointment letter and/or of any other agreement to which you are bound by. You will not divulge confidential information to anyone, including family, friends, and especially others in the same or similar competing businesses. You will sign a Confidentiality and Non-Disclosure Agreement to protect CGI’s confidential information at the time of your onboarding and anytime upon request during your employment with CGI. If you are bound by a confidentiality agreement with a previous employer, you must notify the Company and indemnify the Company against any breach thereof.

- d) For the purpose of representing and improving the company's brand image and being able to interact with senior level decision makers in the industry in a satisfactory manner, you are required to follow the following norms:
- i. Maintain complete confidentiality and high level of integrity in all your actions performed on behalf of the company
  - ii. Practice high level of professionalism in business etiquettes, selection of attire, choice of language in conversation and documents, meeting commitments and in overall conduct; and
  - iii. You shall help in maintaining congenial, disciplined, participative and supportive work environment to encourage team spirit and high performance standards.

- e) **Intellectual Property:** You irrevocably, absolutely and perpetually assign to the Company worldwide right(s), title(s), and interest(s) under any statute or common law including patent rights; copyrights including moral rights; trademarks, designs, anywhere in the world, whether negotiable or not in respect of your contribution(s) during the term of the employment, free from encumbrances of any kind for the full term of each and every such right, including renewal or extension of any such term. All of the Intellectual Property (created solely or jointly with others) given, disclosed, created, developed or prepared in connection with your employment with the Company shall be deemed to be 'work for hire' and/ or inventions developed in the course of employment with the Company within the meaning of the copyright laws of all jurisdictions, including and without limitation, India, and the Company shall be deemed to be the sole author thereof in all jurisdictions for all purposes. If under any applicable law, any results and proceeds of your services are not deemed to be works and/ or inventions developed in the course of the employment with the Company, then to the fullest extent allowable and for the full term of protection otherwise accorded to you under such applicable law, you hereby assign and transfer to the Company any/all right(s), title(s), and interest(s) in such works and/ or inventions. You further irrevocably, absolutely and perpetually assign to the Company the worldwide rights in respect of: (a) any licences, permissions and grants in connection with any Intellectual Property therewith; (b) applications for any of the foregoing and the right to apply for them in any part of the world; (c) right to obtain and hold appropriate registrations in Intellectual Property, (d) all extensions and renewals thereof; and (e) causes of action in the past, present or future, related thereto including the rights to damages and profits, due or accrued, arising out of past, present or future infringements or violations thereof and the right to sue for and recover the same. Further, you hereby agree to waive any right to and refrain from raising any objection or claims pursuant to Section 19(4) and Section 30-A of the Copyright Act, 1957.

For the purpose of this agreement, "Intellectual Property" includes ideas, concepts, creations, discoveries, inventions, improvements, know how, trade or business secrets; trademarks, service marks, designs, utility models, tools, devices, models, methods, procedures, processes, systems, principles, algorithms, works of authorship, flowcharts, drawings, books, papers, models, sketches, formulas, teaching techniques, electronic codes, proprietary techniques, research projects, and other confidential and proprietary information, computer programming code, databases, software programs, data, documents, instruction manuals, records, memoranda, notes, user guides, in either printed or machine-readable form, the whether or not copyrightable or patentable, or any written or verbal instructions or comments.

- f) You will be responsible for the safekeeping and return in good condition all the Company property and all material or documents (including reproductions and excerpts) containing Confidential Information and any letter of authority or power of attorney issued to you, which will be in your use, custody or charge.

- **Non-solicitation:** During your period of employment with CGI and for a period of twelve (12) months commencing from the last day of your employment with CGI, you will not directly or indirectly: (i) solicit any employee of CGI to terminate his/her employment with CGI, or to accept any other employment; and/or (ii) solicit or do business with any clients or customers or potential clients or customers of CGI with whom you have had dealings during the last twelve (12) months of your employment with CGI.
- **Communication:** Please approach your immediate supervisor for any queries pertaining to project or organization related concerns, suggestions which you may have from time to time. In addition, the HR team is always available to discuss any of your needs or suggestions.
- **Shift:** You shall have no objection to work on shift / staggered duty in case business warrants that. Please note that it is management's prerogative to decide which member will work on shift and management's decision in this regard will be final. Your project will also decide the shift allowance that will be payable and will be based on project requirement. This will be governed by the existing Shift Allowance Policy.
- You may be required to travel on Company work and you will be reimbursed expenses as per Company Policies.

- **Unauthorized absence from work:** Your unauthorized absence from work for a continuous period of more than three days without leave or obtaining your manager's approval will be treated as absconding from duty, triggering disciplinary action. In the event, that you do not report for work within eight days from the date of unauthorized absence it will be treated as "voluntary abandonment of service" and it shall be deemed you are no longer interested in the employment and your employment will be terminated. In such an event you shall be liable to refund the salary in lieu of shortfall in notice period and other dues payable to the Company, as specified.
- **Termination of employment:**
  - i **Termination without cause:** Your services may be terminated at any time by either side by giving fifteen days' written notice or salary in lieu thereof during the Probationary Period and **Two month's written notice** or **Two month's salary in lieu thereof** after confirmation of employment with the Company. Whilst the Company reserves the right to release you upon your resignation prior to conclusion of your notice period with or without paying notice pay for the balance notice period, decision to allow notice pay in lieu of notice is at the sole discretion of the management. If you decide to leave without completing due notice and handing over formalities as per the requirement of CGI; you will not be eligible to get any certificates which indicate employment with CGI immediately or in future. No references will be entertained from any authority/institution seeking details of your case.
  - ii **Termination for Cause:** Notwithstanding anything contained in this appointment letter, the Company may terminate the employment contemplated hereunder at any time without requiring to serve notice period or payment in lieu of notice period, for 'cause'. For the purpose of this Agreement 'cause' shall include:
    - (a) inattention or negligence in the performance of duties and obligations under this appointment letter;
    - (b) repeated failure to comply with lawful directions of the Company and its officers;
    - (c) conviction in a criminal case or framing of charges in a criminal case;
    - (d) breach of the terms of this appointment letter and breach of representations and warranties contained herein;
    - (e) unethical business conduct;
    - (f) breach of any statutory duty or for any act or omission adversely affecting the goodwill, reputation, credit, operations or the business of the Company;
    - (g) fraud, misappropriation or dishonesty in respect of the property or the business of the Company;
    - (h) commission of any act not in conformity with discipline or good behaviour or acceptance of any illegal gratification;
    - (i) habitual neglect of your work or gross or habitual negligence in the performance of your duties;
    - (j) unauthorised disclosure of any Confidential Information of the Company; and/or
    - (k) any act or omission that could be construed as misconduct under applicable law.
  - iii **Termination for ill-health or disability:** If you, at any time, are prevented from ill-health or accident or any physical or mental disability from performing your duties hereunder, you shall inform the Company, either through yourself or any of your relatives, and supply it with such details as it may require and if you are unable by reason of ill-health or accident or disability, for a period of 60 days or more to perform your duties hereunder, the Company may forthwith terminate your employment.
  - iv **Project Engagement:** You understand and acknowledge that the business of the Company is dependent on the projects that it receives from its clients and that you have been employed to primarily work on such projects. If the project that you are working on requires a lower headcount or is winding up, you will no longer be required to work on such project. You will be informed at least 30 days prior to the date from which you will no longer be required to work on such project. In the event that either CGI or you are unable to find an alternate project that you can be staffed on within 45 days of your last project, your employment shall be deemed redundant and shall be terminated in accordance with applicable law and the terms of this letter. Notwithstanding the foregoing, you expressly agree that if you refuse two or more opportunities that are offered to you by CGI to be placed on an alternate project, it shall be deemed that you are voluntarily resigning from your employment with CGI. You understand and acknowledge that if you fail to upskill / reskill as required by and to the satisfaction of the Company, the Company will not be able to place you on an alternate project. Being placed on an alternate project is subject to availability of roles and your skill sets, and is not an obligation of the Company.
- You may be assigned to certain engagements that require Knowledge Transfer from client/other BU's/members within the engagement. During assignment or after obtaining such Knowledge Transfer, you are required to serve the stipulated rotation period. This is in addition to the notice period requirement mentioned above.
- **Non-Competition:** During the term of your employment with CGI, you shall not directly or indirectly compete with CGI in any manner whatsoever.



- **Restriction of Employment with Client/Customer:** For a period of twelve (12) months following the end of your employment with CGI, you agree not to, directly or indirectly, as employee, consultant or otherwise, work for or provide services or trade in goods, whether solely or with others, whether as an employee, officer, director, agent, partner, consultant, member of any company or other commercial enterprise or otherwise, to clients or customers or with any competitor or any organization where you have been taken or sent for training, deputation or secondment or professional work by the Company or to whom you provided services on CGI's behalf during the last twelve (12) months of your employment with CGI.
- You will keep us informed of any change in your residential address/contact details.
- If you resign from the service or your employment is terminated for any reasons before completing one (1) year of service, you will fully reimburse the Company, the joining bonus, transition bonus, retention bonus, notice pay and relocation expenses, if any.
- It is your responsibility to notify the Company of any changes in your personal information within three working days. It shall also be your responsibility to notify the Company of any legal action or suit, whether in the nature of civil or criminal initiated against you. Additionally, you shall also be responsible for notifying CGI of any proceedings which may impact your ability to fulfill your job responsibilities. Your failure to notify the above details will result in breach of the appointment terms. All notices shall be considered duly and properly delivered to the address on file with the Company.
- You will retire from the services of the Company on attaining the age of superannuation. The retirement age in CGI is sixty (60) years.
- The benefits as outlined herein and in CGI policies are subject to change at the Company's discretion. You will be entitled to leaves in accordance with the Company's policy as applicable from time to time.
- Upon your resignation or retirement from the Company or termination of your services, you are required to return all assets and property of the Company including but not limited to documents, machines, data, files, books etc. (including but not limited to leased properties).
- We provide support to global customers from various locations in India & abroad to suit customers' differing time needs including 24x7 bases. You may be asked to operate from any of the CGI locations and in any of the shifts, including night shift, at the sole discretion of management, as may be required by the Company keeping in mind business needs and deliverable requirements to customers. Your work schedule will be provided to you by your Manager / Supervisor upon your joining. Your weekly off days may not be on weekends.
- You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- **Condition of Hire:** Your appointment is contingent upon satisfactory reference & background checks including verification of your application materials, education and employment history. CGI will conduct background checks to verify your identity, education, professional qualifications, employment history and references (Level 1), and will include, depending on the nature of your position or at a client request, a criminal record check (Level 2) and credit verification (Level 3) if you have access to CGI and/or client sensitive or critical information, facilities or assets and/or your role requires handling of financial transactions. In addition, during the course of your employment on need basis or on a recurrent basis every 5 years and in a context of change of role, a complete re- verification including background checks as per CGI policies including without limitation, criminal record checks (Level 2) and credit verifications (Level 3) may be conducted, if applicable. Also, dual employment checks could be conducted at any time during the course of your employment. By signing this Employment Agreement, you are providing a free, informed and ongoing consent to all such verifications before and during the course of your employment as per CGI's policies and you agree to sign any forms required for such verifications at the appropriate time. Successful clearance of background verification is a mandatory requirement for employment confirmation. Unsuccessful clearance of background verification will lead to termination of employment without notice. CGI reserves the right to audit the submitted educational & previous work experience(s) documents at any point of your tenure in CGI, as part of which you are obligated to furnish any/all of such relevant documents on demand. Failure to furnish the same and / or the submitted education & work experience proving to be false or unverifiable as per CGI standards, may lead to termination of employment without notice. The basis of the offer is authentic and verifiable education and work experience as per CGI standards. You are accountable for providing documents that enable appropriate authorities in the relevant educational institution(s) and previous employer Organization(s) to validate your claims. CGI is not liable for the inability of the aforementioned authorities to validate your credentials basis your submissions. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer.
- If any information furnished by you in your application for employment or during the selection process is found at any time during your employment to be incorrect or false, and/or if you have suppressed any material information; the Company may terminate your services without notice or compensation



- **Data Protection and Privacy:** The Company may, in connection with your employment, receive personal data relating to you or third parties associated with you (such as spouse or children). Such data may be received directly from you or from other sources, and some personal data may be recorded directly or indirectly by internal security systems (such as CCTV cameras) or by other means. The Company may process such data for relevant and limited purposes. By agreeing to employment with CGI, you hereby expressly consents to the following:
  - (a) the processing of your personal data by the Company or such third-party appointed by the Company;
  - (b) the collection and processing of sensitive personal data or information (as defined under applicable laws) about you for limited purposes;
  - (c) the transfer worldwide of personal data held about you by the Company to other employees and offices of the Company's worldwide organization and to third parties where disclosure to such third parties is required in the normal course of business or by law; and use of your personal images and voices in marketing material, videos, etc.; and
  - (d) treating any personal data to which you have access in the course of your employment strictly in accordance with the Company's policies and procedures and not using any such data other than in connection with and except to the extent necessary for the purposes for which it was disclosed to you.
- Subject to insurance policies that the Company may have and other statutory insurances, you may be eligible to receive compensation under the Employees Compensation Act, 1923, for injuries arising out of and in the course of employment.
- Women employees of the Company shall be entitled to maternity leave in accordance with the Maternity Benefit Act, 1961 (as applicable), i.e., eligible women employees shall be entitled to 26 weeks of maternity leave for the first 2 surviving children, and 12 weeks of maternity leave for every subsequent child
- Your designation may be changed at the discretion of the Company depending on the work assigned to you
- Your **Total Experience** will be part of our professional records

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Total Experience = Relevant Experience + Weighted/ Non-relevant Experience

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0.0 Yrs. = 0.0 Yrs. + 0.0 Yrs.

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Relevant Experience = Total number of months the candidate has worked on the skill/role for which the candidate is being hired in CGI

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Weighted Experience = A weighted percentage is given to your non-relevant experience, either to your role or skill, for which you are being hired in CGI

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- Any and all of the terms and conditions of service may be modified or changed at the Company's discretion. Breach of any one of the conditions will render you liable to termination of your employment without notice.
- This letter supersedes all oral or written communication exchanged between you and CGI prior to the date of this letter and commitments, if any, made during the selection process. You acknowledge that you have read and understood the terms and conditions of this offer letter and to confirm your acceptance of this offer letter, please sign in on all the pages & in the space specified below and return the signed copy to CGI on your onboarding day.
- If any provision of this letter is held to be unenforceable, the remaining provisions shall remain valid, binding and in full force to the maximum extent possible. If any portion of this letter is held to be unreasonable, such provision shall be given effect to the maximum extent possible by narrowing or enforcing in part that aspect of the provision found overbroad or unenforceable.
- Your employment with the Company and this letter shall be governed by and construed and enforced in accordance with the laws of India, without regard to conflicts of laws. You agree to the exclusive jurisdiction and venue of the courts in Bangalore for the resolution of all disputes arising under this letter.
- No waiver by the Company of any breach of this letter shall be valid unless in writing and signed by the Company. The waiver by the Company hereto of any provision of this letter shall not operate or be construed as a waiver of any subsequent breach by you, nor shall any waiver operate or be construed as a rescission of this letter



- You shall, at all times during the course of your employment with the Company (and even after its termination) agree to indemnify and keep indemnified the Company, as the case may be, against all losses, damages, claims, interests, costs, expenses, liabilities, proceedings and demands which the Company may suffer or incur or which may be made against the Company as a result of any misrepresentations or breach of this letter, acts or omissions by you during the course of employment.
- You shall not at any time without limitation, publish or communicate any disparaging remarks, comments or statements concerning the Company, its holding company, group companies, affiliates or associate companies or any of their respective shareholders, directors, officers or employees. For this purpose, 'disparaging' means any remarks, comments or statements that impugn the character, honesty, integrity, morality, or business acumen or abilities in connection with any aspect of the operation of business of the Company, or reflect negatively upon, the individual or company being disparaged.
- Base Compensation Components:**

| Designation: Associate Software Engineer                     |               |                |
|--------------------------------------------------------------|---------------|----------------|
| Date of Joining: 24 July 2024                                |               |                |
| Pay Components                                               | Monthly (INR) | Annual (INR)   |
| Basic (Inclusive of D.A.)                                    | 21,500        | 258,000        |
| Flexible Compensation Plan <sup>1</sup>                      | 6,136         | 73,632         |
| <b>Base Compensation</b>                                     | <b>27,636</b> | <b>331,632</b> |
| Provident Fund <i>Company Contribution</i>                   | 2,580         | 30,960         |
| Gratuity Fund Contribution                                   | 1,034         | 12,408         |
| <b>Gross Compensation</b>                                    | <b>31,250</b> | <b>375,000</b> |
| Share Purchase Plan <i>Company Contribution</i> <sup>2</sup> | 829           | 9,948          |
| Profit Participation Plan <sup>3</sup>                       | 553           | 6,636          |
| <b>Total Target Earnings</b>                                 | <b>32,632</b> | <b>391,584</b> |

- <sup>1</sup>**Flexible Compensation Plan:** Option to allocate to components like Meal Vouchers, Conveyance, National Pension Scheme, LTA etc
- <sup>2</sup>CGI will contribute towards **Share Purchase Plan (SPP)**: As part of our ownership culture, we enable those who join CGI to become an owner through our Share Purchase Plan. It is an opportunity for you to buy shares in CGI, become an owner, and benefit from any long-term appreciation in the CGI share price. When you choose a percentage to contribute, CGI will match your contribution 100% (up to **3%** of your Base Compensation). Contributions are done on a monthly basis towards the purchase of CGI shares, and you can start, stop and change your contribution at any time. Only those members who enroll for this benefit are eligible for receiving the company contribution & will need to contribute an equal amount on a monthly basis towards the purchase of CGI shares.
- <sup>3</sup>**Profit Participation Plan:** This plan distributes a portion of our profits based on the achievement of CGI's financial objectives, as well as individual performance. The Target Profit Participation Plan (PPP) is at **2%** of Base Compensation on pro rata basis and can be more or less basis the performance of CGI, performance of Business Units and performance of Individuals. All regular members employed as of Jun 30th of CGI Inc. fiscal year (Oct-Sept) are eligible and should be active on rolls as on Dec 31st to receive the payout. The Corporate guidelines of PPP may be amended from time to time  
Eligible members will be paid statutory bonus as per the provisions of the Payment of Bonus Act, 1965. Where members are eligible for both statutory bonus as well as the PPP, the company shall deduct from the PPP allocated to a member the amount of statutory bonus payable under the Act for such corresponding period and the difference will be paid as the actual PPP

In addition to the above you are eligible for:

- INR 25,000/-** towards annual insurance premium to cover self, spouse & up to two dependent children under Group MediClaim Insurance and to cover self under Group Personal Accident Insurance & Group Term Life Insurance

The tax liability arising out of the above payments now or in the future, due to changes in income tax provision shall be borne by you





I look forward to your acceptance of this offer and to welcoming you to our team. I am confident that in this new role, you will make a valuable contribution to CGI and our continued success.

Yours sincerely

**For CGI Information Systems and  
Management Consultants Pvt. Ltd.,**

A handwritten signature in black ink, appearing to read "S Pradhan", is written over a light blue rectangular background.

---

**Sarika Pradhan  
Vice President Corporate Services**

I have read the terms and conditions of employment and the contents of the employment agreement and in token of my acceptance; I duly acknowledge the receipt of the letter of employment.

Please sign below to confirm that you agree with the terms and conditions stated in this letter.

---

**Signature & Date**



**Annexure-A**

We request you to bring the originals, on your date of reporting to CGI for verification.

*Please note that the below documents are mandatory for **CGI's personnel records** and will be subjected to **background verification**. Non submission of these documents will impact your profile and records needed to manage your career effectively within CGI and may also have serious impact on project and client requirements, hence your cooperation in this is crucial.*

| #  | Documents                                                                                   |
|----|---------------------------------------------------------------------------------------------|
| 1  | Acceptance copy of CGI's appointment letter signed by you on all pages                      |
| 2  | Valid Work Permit issued by Government of India, if applicable                              |
| 3  | Passport (all pages – wherever the entries are made)                                        |
| 4  | Income-Tax Permanent Account Number Card (PAN Card)                                         |
| 5  | Passport size photograph – 05 nos.                                                          |
| 6  | 10th class mark sheet & certificate                                                         |
| 7  | 12th class mark sheet & certificate                                                         |
| 8  | Bachelor degree mark sheets (all semesters)                                                 |
| 9  | Bachelor degree certificate / convocation certificate                                       |
| 10 | Master degree mark sheets (all semester)                                                    |
| 11 | Master degree certificate / convocation certificate                                         |
| 12 | Diploma mark sheets (all semesters)                                                         |
| 13 | Diploma certificate                                                                         |
| 14 | Any other certificates                                                                      |
| 15 | Appointment letter, pay slip, relieving letter & experience certificate of all previous Co. |
| 16 | Present company's appointment letter                                                        |
| 17 | Present company's relieving letter & resignation acceptance letter from HR                  |
| 18 | Present company's experience certificate                                                    |
| 19 | Present company's salary slip with employee number (last two months)                        |
| 20 | Aadhaar / Voters ID / Driving License / Rental agreement /Bank passbook (address page only) |
| 21 | Blood group and RH type report                                                              |



## Job Confirmation Letter

**Dear Jonathan Jaccob**

This is in continuation to our recent discussions; we are delighted to let you know that you have cleared all the rounds of discussion successful and hence we would like to offer you the position of a **Talent Acquisition Specialist** with **InsighTek Global – Bangalore**.

This email will serve as your formal offer. The start date for the position is **02 July 2022**. The detailed terms and conditions will be mentioned in the appointment letter which will be issued on your joining with **InsighTek Global**. Please share the soft copy documents mentioned in the **Annexure I**.

**COMPENSATION AND BENEFITS:** Your Compensation per annum shall be **INR. 2,40,000 (Rupees Two Lakh Forty Thousand Only)**, of which **INR 2.04L shall be fixed and 0.36L shall be variable**. Your individual remuneration is purely a matter between yourself and the company and has been arrived based on your job, skill, specific background, and professional merit.

We are confident that you will find this opportunity challenging and rewarding. We are also committed to providing you with every opportunity to learn and grow to the highest level of your potential.

Please send us an acknowledgement of this offer confirming your joining.

Looking forward to having you on our team.

### **Annexure – I**

Please share one copy of each of the below documents for verification.

1. Resume.
2. 2 pass port size photographs with White Background.
3. Aadhar / Passport and PAN Card.
4. Address Proof – Permanent and current if different from that indicated in IDs provided.
5. All Educational certificates & Marks sheets / consolidated marks sheets (Class X onwards)

**For INSIGHTEK GLOBAL Pvt. Ltd.**



**Sushma A Patil**  
**Authorized Signatory**



Suchitra Choudhury, Clinical Director

RE: OFFER LETTER  
NAME: JOYASMITA DEBBARMA  
Position: Behaviour Therapist

Dear JOYASMITA DEBBARMA

After taking several qualified candidates through our interview process, we feel that you would make an excellent addition to the team. I am pleased to extend to you this official offer of employment for the position of ' Behaviour Therapist' at Early Autism Services, Bangalore.

Your employment will be subject to an introductory period of 60 (days) during which time you and your supervisor will assess your performance and the appropriateness of your employment with our company.

You will be working in one of our Bangalore Centres and will report to Janhavi Kelaskar, Centre Head. **Once your training period (Physical, clinical and theoretical training) is over, and you start working independently with clients,** your compensation and benefits package will include the following:

- Annual salary of Rs 400000 (paid monthly) under [exempt] status,
- Sick time per the Employee Handbook and National Legislations where applicable

The annual salary is inclusive of all taxes. Necessary deductions to be made in monthly salary.

This offer of employment is contingent on the successful completion of pre-employment physical/medical assessment, background check and exhibiting the basic necessary skills post joining. While we do not anticipate any concerns with either of these processes, should any findings not meet standards for employment, continuation of your employment will be jeopardized at that time.

On your first day, you will be required to present documents proving your identity and authorization to work in the Bangalore. A list of acceptable documents is included with this letter for your reference.

The Employee Handbook will be shared with you once you join. This document will provide further information regarding the Company's policies, procedures and benefits.

By signing this letter below, you acknowledge receipt and acceptance of our offer. The terms described in this letter replace all prior agreements and/or discussions pertaining to your offer of employment with EAS.

We look forward to having you as part of the team. If you have any questions, please do not hesitate to contact me.

Sincerely,

Suchitra Choudhury, M.A. Clin. Psy., BCBA, IBA  
Clinical Director  
EAS – Bangalore

Chief

Acknowledged and Accepted:



---

---

Date



EY Global Delivery Services India LLP  
3rd Floor, Tower 'C',  
RMZ Infinity, Old Madras Road,  
Benniganahalli, K.R. Puram,  
Bangalore - 560016  
Karnataka , India

Tel: +91 080 6681 3000  
Fax: +91 080 6681 3334  
ey.com

Dear **K N Prajwal Sai**,

**Subject: Letter of intent**

With reference to the campus selection process and the subsequent interviews that you had with us, we are pleased to extend a letter of intent subject to the following terms and conditions:

**1. Position:**

You will be offered a position in "**EY Global Delivery Services India LLP**" (the "Firm").

**2. Date of joining and work location:**

Your date of joining the company and work location will be communicated to you at a later stage.

**3. Annual Fixed compensation:**

You shall be paid an annual fixed compensation of **INR.450000/-** per annum. The annual fixed compensation will be subject to applicable taxes as per the provision of IncomeTax Act & will be paid to you after deduction of income tax and other applicable taxes at source.

As per policy of the Firm, in addition to your fixed compensation you will be eligible to participate in the EY GDS Variable Pay Bonus Program, which drives a pay for performance approach providing differential reward based on EY GDS, business unit and personal performance. This will be payable on or before 31 August 2022. This is subject to you being employed with the Firm as on the date of payment of Variable Pay Bonus. Employees who join the Firm during the year will be eligible for a prorated Variable Pay Bonus payment. The Variable Pay Bonus amount is subject to income tax deduction as per rules prescribed under the tax laws.

**4. Education Qualification:**

This letter of intent is subject to your successful completion of Btech exams by September 2022.

Please note that a detailed offer letter would be issued to you subsequently.

Looking forward to a mutually beneficial association.

Thanking you.

Yours faithfully,

for **EY Global Delivery Services India LLP**

Signed By : RAHUL DASGUPTA  
Reason : Offer Letter  
Location : Bangalore  
Date: 24-09-2021 16:16:53

**Authorized Signatory**





EY Global Delivery Services India LLP  
3rd Floor, Tower 'C',  
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Bangalore - 560016  
Karnataka , India

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ey.com

Dear **Rekha Dd**,

**Subject: Letter of intent**

With reference to the campus selection process and the subsequent interviews that you had with us, we are pleased to extend a letter of intent subject to the following terms and conditions:

**1. Position:**

You will be offered a position in "**EY Global Delivery Services India LLP**" (the "Firm").

**2. Date of joining and work location:**

Your date of joining the company and work location will be communicated to you at a later stage.

**3. Annual Fixed compensation:**

You shall be paid an annual fixed compensation of **INR.483000/-** per annum. The annual fixed compensation will be subject to applicable taxes as per the provision of IncomeTax Act & will be paid to you after deduction of income tax and other applicable taxes at source.

As per policy of the Firm, in addition to your fixed compensation you will be eligible to participate in the EY GDS Variable Pay Bonus Program, which drives a pay for performance approach providing differential reward based on EY GDS, business unit and personal performance. This will be payable on or before 31 August 2023. This is subject to you being employed with the Firm as on the date of payment of Variable Pay Bonus. Employees who join the Firm during the year will be eligible for a prorated Variable Pay Bonus payment. The Variable Pay Bonus amount is subject to income tax deduction as per rules prescribed under the tax laws.

**4. Education Qualification:**

This letter of intent is subject to your successful completion of Btech exams by September 2023.

Please note that a detailed offer letter would be issued to you subsequently.

Looking forward to a mutually beneficial association.

Thanking you.

Yours faithfully,

for **EY Global Delivery Services India LLP**

Signed By : RAHUL DASGUPTA  
Reason : Offer Letter  
Location : Bangalore  
Date: 24-09-2021 16:16:53

**Authorized Signatory**





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ey.com

Dear **Sammedh Chaugala**,

**Subject: Letter of intent**

With reference to the campus selection process and the subsequent interviews that you had with us, we are pleased to extend a letter of intent subject to the following terms and conditions:

**1. Position:**

You will be offered a position in "**EY Global Delivery Services India LLP**" (the "Firm").

**2. Date of joining and work location:**

Your date of joining the company and work location will be communicated to you at a later stage.

**3. Annual Fixed compensation:**

You shall be paid an annual fixed compensation of **INR.483000/-** per annum. The annual fixed compensation will be subject to applicable taxes as per the provision of IncomeTax Act & will be paid to you after deduction of income tax and other applicable taxes at source.

As per policy of the Firm, in addition to your fixed compensation you will be eligible to participate in the EY GDS Variable Pay Bonus Program, which drives a pay for performance approach providing differential reward based on EY GDS, business unit and personal performance. This will be payable on or before 31 August 2023. This is subject to you being employed with the Firm as on the date of payment of Variable Pay Bonus. Employees who join the Firm during the year will be eligible for a prorated Variable Pay Bonus payment. The Variable Pay Bonus amount is subject to income tax deduction as per rules prescribed under the tax laws.

**4. Education Qualification:**

This letter of intent is subject to your successful completion of Btech exams by September 2023.

Please note that a detailed offer letter would be issued to you subsequently.

Looking forward to a mutually beneficial association.

Thanking you.

Yours faithfully,

for **EY Global Delivery Services India LLP**

Signed By : RAHUL DASGUPTA  
Reason : Offer Letter  
Location : Bangalore  
Date: 24-09-2021 16:16:53

**Authorized Signatory**







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Karnataka , India

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ey.com

Dear **Abhilasha Maurya**,

**Subject: Letter of intent**

With reference to the campus selection process and the subsequent interviews that you had with us, we are pleased to extend a letter of intent subject to the following terms and conditions:

**1. Position:**

You will be offered a position in "**EY Global Delivery Services India LLP**" (the "Firm").

**2. Date of joining and work location:**

Your date of joining the company and work location will be communicated to you at a later stage.

**3. Annual Fixed compensation:**

You shall be paid an annual fixed compensation of **INR.483000/-** per annum. The annual fixed compensation will be subject to applicable taxes as per the provision of IncomeTax Act & will be paid to you after deduction of income tax and other applicable taxes at source.

As per policy of the Firm, in addition to your fixed compensation you will be eligible to participate in the EY GDS Variable Pay Bonus Program, which drives a pay for performance approach providing differential reward based on EY GDS, business unit and personal performance. This will be payable on or before 31 August 2023. This is subject to you being employed with the Firm as on the date of payment of Variable Pay Bonus. Employees who join the Firm during the year will be eligible for a prorated Variable Pay Bonus payment. The Variable Pay Bonus amount is subject to income tax deduction as per rules prescribed under the tax laws.

**4. Education Qualification:**

This letter of intent is subject to your successful completion of Btech exams by September 2023.

Please note that a detailed offer letter would be issued to you subsequently.

Looking forward to a mutually beneficial association.

Thanking you.

Yours faithfully,

for **EY Global Delivery Services India LLP**

Signed By : RAHUL DASGUPTA  
Reason : Offer Letter  
Location : Bangalore  
Date: 24-09-2021 16:16:53

**Authorized Signatory**





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Dear **Aditi**,

**Subject: Letter of intent**

With reference to the campus selection process and the subsequent interviews that you had with us, we are pleased to extend a letter of intent subject to the following terms and conditions:

**1. Position:**

You will be offered a position in "**EY Global Delivery Services India LLP**" (the "Firm").

**2. Date of joining and work location:**

Your date of joining the company and work location will be communicated to you at a later stage.

**3. Annual Fixed compensation:**

You shall be paid an annual fixed compensation of **INR.483000/-** per annum. The annual fixed compensation will be subject to applicable taxes as per the provision of IncomeTax Act & will be paid to you after deduction of income tax and other applicable taxes at source.

As per policy of the Firm, in addition to your fixed compensation you will be eligible to participate in the EY GDS Variable Pay Bonus Program, which drives a pay for performance approach providing differential reward based on EY GDS, business unit and personal performance. This will be payable on or before 31 August 2023. This is subject to you being employed with the Firm as on the date of payment of Variable Pay Bonus. Employees who join the Firm during the year will be eligible for a prorated Variable Pay Bonus payment. The Variable Pay Bonus amount is subject to income tax deduction as per rules prescribed under the tax laws.

**4. Education Qualification:**

This letter of intent is subject to your successful completion of Btech exams by September 2023.

Please note that a detailed offer letter would be issued to you subsequently.

Looking forward to a mutually beneficial association.

Thanking you.

Yours faithfully,

for **EY Global Delivery Services India LLP**

Signed By : RAHUL DASGUPTA  
Reason : Offer Letter  
Location : Bangalore  
Date: 24-09-2021 16:16:53

**Authorized Signatory**





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Dear **Akarsh Kumar**,

**Subject: Letter of intent**

With reference to the campus selection process and the subsequent interviews that you had with us, we are pleased to extend a letter of intent subject to the following terms and conditions:

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You will be offered a position in "**EY Global Delivery Services India LLP**" (the "Firm").

**2. Date of joining and work location:**

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**3. Annual Fixed compensation:**

You shall be paid an annual fixed compensation of **INR.483000/-** per annum. The annual fixed compensation will be subject to applicable taxes as per the provision of IncomeTax Act & will be paid to you after deduction of income tax and other applicable taxes at source.

As per policy of the Firm, in addition to your fixed compensation you will be eligible to participate in the EY GDS Variable Pay Bonus Program, which drives a pay for performance approach providing differential reward based on EY GDS, business unit and personal performance. This will be payable on or before 31 August 2023. This is subject to you being employed with the Firm as on the date of payment of Variable Pay Bonus. Employees who join the Firm during the year will be eligible for a prorated Variable Pay Bonus payment. The Variable Pay Bonus amount is subject to income tax deduction as per rules prescribed under the tax laws.

**4. Education Qualification:**

This letter of intent is subject to your successful completion of Btech exams by September 2023.

Please note that a detailed offer letter would be issued to you subsequently.

Looking forward to a mutually beneficial association.

Thanking you.

Yours faithfully,

for **EY Global Delivery Services India LLP**

Signed By : RAHUL DASGUPTA  
Reason : Offer Letter  
Location : Bangalore  
Date: 24-09-2021 16:16:53

**Authorized Signatory**





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Dear **Akash SR**,

**Subject: Letter of intent**

With reference to the campus selection process and the subsequent interviews that you had with us, we are pleased to extend a letter of intent subject to the following terms and conditions:

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**4. Education Qualification:**

This letter of intent is subject to your successful completion of Btech exams by September 2023.

Please note that a detailed offer letter would be issued to you subsequently.

Looking forward to a mutually beneficial association.

Thanking you.

Yours faithfully,

for **EY Global Delivery Services India LLP**

Signed By : RAHUL DASGUPTA  
Reason : Offer Letter  
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Date: 24-09-2021 16:16:53

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Dear **Ameen Rabbani**,

**Subject: Letter of intent**

With reference to the campus selection process and the subsequent interviews that you had with us, we are pleased to extend a letter of intent subject to the following terms and conditions:

**1. Position:**

You will be offered a position in "**EY Global Delivery Services India LLP**" (the "Firm").

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**4. Education Qualification:**

This letter of intent is subject to your successful completion of Btech exams by September 2023.

Please note that a detailed offer letter would be issued to you subsequently.

Looking forward to a mutually beneficial association.

Thanking you.

Yours faithfully,

for **EY Global Delivery Services India LLP**

Signed By : RAHUL DASGUPTA  
Reason : Offer Letter  
Location : Bangalore  
Date: 24-09-2021 16:16:53

**Authorized Signatory**





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Dear **Dheeraj C,**

**Subject: Letter of intent**

With reference to the campus selection process and the subsequent interviews that you had with us, we are pleased to extend a letter of intent subject to the following terms and conditions:

**1. Position:**

You will be offered a position in "**EY Global Delivery Services India LLP**" (the "Firm").

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**4. Education Qualification:**

This letter of intent is subject to your successful completion of Btech exams by September 2023.

Please note that a detailed offer letter would be issued to you subsequently.

Looking forward to a mutually beneficial association.

Thanking you.

Yours faithfully,

for **EY Global Delivery Services India LLP**

Signed By : RAHUL DASGUPTA  
Reason : Offer Letter  
Location : Bangalore  
Date: 24-09-2021 16:16:53

**Authorized Signatory**





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Karnataka , India

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ey.com

Dear **MD Mujeeb Ur Rehman G,**

**Subject: Letter of intent**

With reference to the campus selection process and the subsequent interviews that you had with us, we are pleased to extend a letter of intent subject to the following terms and conditions:

**1. Position:**

You will be offered a position in "**EY Global Delivery Services India LLP**" (the "Firm").

**2. Date of joining and work location:**

Your date of joining the company and work location will be communicated to you at a later stage.

**3. Annual Fixed compensation:**

You shall be paid an annual fixed compensation of **INR.483000/-** per annum. The annual fixed compensation will be subject to applicable taxes as per the provision of IncomeTax Act & will be paid to you after deduction of income tax and other applicable taxes at source.

As per policy of the Firm, in addition to your fixed compensation you will be eligible to participate in the EY GDS Variable Pay Bonus Program, which drives a pay for performance approach providing differential reward based on EY GDS, business unit and personal performance. This will be payable on or before 31 August 2023. This is subject to you being employed with the Firm as on the date of payment of Variable Pay Bonus. Employees who join the Firm during the year will be eligible for a prorated Variable Pay Bonus payment. The Variable Pay Bonus amount is subject to income tax deduction as per rules prescribed under the tax laws.

**4. Education Qualification:**

This letter of intent is subject to your successful completion of Btech exams by September 2023.

Please note that a detailed offer letter would be issued to you subsequently.

Looking forward to a mutually beneficial association.

Thanking you.

Yours faithfully,

for **EY Global Delivery Services India LLP**

Signed By : RAHUL DASGUPTA  
Reason : Offer Letter  
Location : Bangalore  
Date: 24-09-2021 16:16:53

**Authorized Signatory**





EY Global Delivery Services India LLP  
3rd Floor, Tower 'C',  
RMZ Infinity, Old Madras Road,  
Benniganahalli, K.R. Puram,  
Bangalore - 560016  
Karnataka , India

Tel: +91 080 6681 3000  
Fax: +91 080 6681 3334  
ey.com

Dear **Meghana SG**,

**Subject: Letter of intent**

With reference to the campus selection process and the subsequent interviews that you had with us, we are pleased to extend a letter of intent subject to the following terms and conditions:

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You will be offered a position in "**EY Global Delivery Services India LLP**" (the "Firm").

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Looking forward to a mutually beneficial association.

Thanking you.

Yours faithfully,

for **EY Global Delivery Services India LLP**

Signed By : RAHUL DASGUPTA  
Reason : Offer Letter  
Location : Bangalore  
Date: 24-09-2021 16:16:53

**Authorized Signatory**







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Dear **Mohammed Faisal**,

**Subject: Letter of intent**

With reference to the campus selection process and the subsequent interviews that you had with us, we are pleased to extend a letter of intent subject to the following terms and conditions:

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This letter of intent is subject to your successful completion of Btech exams by September 2023.

Please note that a detailed offer letter would be issued to you subsequently.

Looking forward to a mutually beneficial association.

Thanking you.

Yours faithfully,

for **EY Global Delivery Services India LLP**

Signed By : RAHUL DASGUPTA  
Reason : Offer Letter  
Location : Bangalore  
Date: 24-09-2021 16:16:53

**Authorized Signatory**





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Dear **Navya MS**,

**Subject: Letter of intent**

With reference to the campus selection process and the subsequent interviews that you had with us, we are pleased to extend a letter of intent subject to the following terms and conditions:

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This letter of intent is subject to your successful completion of Btech exams by September 2023.

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Looking forward to a mutually beneficial association.

Thanking you.

Yours faithfully,

for **EY Global Delivery Services India LLP**

Signed By : RAHUL DASGUPTA  
Reason : Offer Letter  
Location : Bangalore  
Date: 24-09-2021 16:16:53

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Dear **Prajwal patil**,

**Subject: Letter of intent**

With reference to the campus selection process and the subsequent interviews that you had with us, we are pleased to extend a letter of intent subject to the following terms and conditions:

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This letter of intent is subject to your successful completion of Btech exams by September 2023.

Please note that a detailed offer letter would be issued to you subsequently.

Looking forward to a mutually beneficial association.

Thanking you.

Yours faithfully,

for **EY Global Delivery Services India LLP**

Signed By : RAHUL DASGUPTA  
Reason : Offer Letter  
Location : Bangalore  
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**Authorized Signatory**





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Dear **Rafia Akahtar Maham**,

**Subject: Letter of intent**

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Thanking you.

Yours faithfully,

for **EY Global Delivery Services India LLP**

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Dear **Rituraj**,

**Subject: Letter of intent**

With reference to the campus selection process and the subsequent interviews that you had with us, we are pleased to extend a letter of intent subject to the following terms and conditions:

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Thanking you.

Yours faithfully,

for **EY Global Delivery Services India LLP**

Signed By : RAHUL DASGUPTA  
Reason : Offer Letter  
Location : Bangalore  
Date: 24-09-2021 16:16:53

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Dear **Roshan Raj A,**

**Subject: Letter of intent**

With reference to the campus selection process and the subsequent interviews that you had with us, we are pleased to extend a letter of intent subject to the following terms and conditions:

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Thanking you.

Yours faithfully,

for **EY Global Delivery Services India LLP**

Signed By : RAHUL DASGUPTA  
Reason : Offer Letter  
Location : Bangalore  
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Dear **Sahid Khan**,

**Subject: Letter of intent**

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for **EY Global Delivery Services India LLP**

Signed By : RAHUL DASGUPTA  
Reason : Offer Letter  
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Dear **Sneha Latha Reddy B,**

**Subject: Letter of intent**

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for **EY Global Delivery Services India LLP**

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Dear **Varsha S Rajan**,

**Subject: Letter of intent**

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Yours faithfully,

for **EY Global Delivery Services India LLP**

Signed By : RAHUL DASGUPTA  
Reason : Offer Letter  
Location : Bangalore  
Date: 24-09-2021 16:16:53

**Authorized Signatory**





**Offer: Computer Consultancy**

**Ref: TCSL/DT20228278611/Bangalore**

**Date: 8/9/2022**

Dear K P DILSHAD

**Sub: Letter of Offer**

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade **Y**. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be **350000/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year. Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &



Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

## **COMPENSATION AND BENEFITS**

### **BASIC SALARY**

You will be eligible for a basic salary of `14,784/- per month.

### **BOUQUET OF BENEFITS (BoB)**

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

#### **1. House Rent Allowance (HRA)**

Your HRA will be `5,914/- per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

#### **2. Leave Travel Allowance**

You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

#### **3. Food Card**

You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias. As per the Pre-Defined structure you will be eligible for a Food Card with an amount of `500/- being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.



## **PERFORMANCE PAY**

### **Monthly Performance Pay**

You will receive a monthly performance pay of `1,700/-. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

### **Quarterly Variable Allowance**

Your variable allowance will be `600/- per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

## **CITY ALLOWANCE**

You will be eligible for a City Allowance of `200/- per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

## **XPLORE/ LEARNING INCENTIVES**

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

## **OTHER BENEFITS**

### **Health Insurance Scheme**

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:



## **1. Basic Cover**

i. Entitlement - Includes domiciliary expenses up to `6,000/- per insured person per annum and basic hospitalization expenses up to `2,00,000/- per insured person per annum.

ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

## **2. Higher Hospitalisation**

Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

i. Entitlement - You and your enrolled dependants will be entitled for `12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

## **Maternity Leave**

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother, may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

## **Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)**

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of `250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

## **Loans**

You will be eligible for loans, as per TCSL's loan policy.

## **Professional Memberships**

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.





## **RETIRALS**

### **Provident Fund**

You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

### **Gratuity**

You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

## **TERMS AND CONDITIONS**

### **1. Aggregate Percentage Requirements**

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

### **2. Pre requisites for Joining**

To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.





### **3. Training Period**

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

### **4. Working Hours**

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

### **5. Mobility**

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

### **6. Compensation Structure / Salary components**

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

### **7. Increments and Promotions**

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

### **8. Alternative Occupation / Employment**

Either during the period of your traineeship or during the period of your employment as a



confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

## **9. Confidentiality Agreement**

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

## **10. Service Agreement**

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL `50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

## **11. Work in SBWS mode**

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.

## **12. Overseas International Assignment Agreement**

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related



documents pertaining to the international assignment for which you are being placed. In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

### **13. Terms and Conditions**

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

### **14. TATA Code of Conduct**

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

### **15. Notice Period**

Upon your confirmation, this contract of employment is terminable by you by giving 90 days notice in writing to TCSL. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion.

Upon your confirmation, this contract of employment may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

It is understood, agreed and made abundantly clear herein that you shall have to necessarily work during the notice period given by TCSL under this clause, unless you are otherwise relieved by TCSL by giving you payment in lieu of notice.

Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by it at its own discretion having regard to the responsibilities shouldered by you while being in the employment of TCS.

### **16. Retirement**

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

### **17. Pre-employment Medical Certificate**

You are required to submit a Medical Certificate of Fitness (in the format prescribed by



TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

### 18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

### 19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining. If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

### 20. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)



- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :

\*There is no criminal offence registered/pending against you

\*There is no disciplinary case pending against you in the university

- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

\*PAN Card (Permanent Account Number)

\*Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)

\*Passport

\*NSR E-Card

## **21. TCS Xperience Program**

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

## **22. Letter of Appointment**

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

## **23. Rules and Regulations of the Company**

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from





time to time. The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

#### **24. Compliance to all clauses**

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

#### **25. Data Privacy Clause:**

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of overseas deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

**Withdrawal of Offer**

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

**For TATA Consultancy Services Limited**

**Girish V. Nandimath**  
**Global Head Talent Acquisition & AIP**



[Click here](#) or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary  
Annexure 2: List of TCS Xplore Centres  
Annexure 3: Confidentiality and IP Terms



## GROSS SALARY SHEET

Annexure 1

|                       |                                          |
|-----------------------|------------------------------------------|
| <b>Name</b>           | <b>K P<br/>DILSHA<br/>D</b>              |
| <b>Designation</b>    | <b>Assistant System Engineer-Trainee</b> |
| <b>Institute Name</b> | <b>Others</b>                            |

Table 1: Compensation Details (All Components in INR)

| <b>Component Category</b>             | <b>Monthly</b> | <b>Annual</b>      |
|---------------------------------------|----------------|--------------------|
| <b>1) Fixed Compensation</b>          |                |                    |
| Basic Salary                          | 14,784         | 1,77,408           |
| Bouquet Of Benefits #                 | 7,646          | 91,752             |
| <b>2) Performance Pay**</b>           |                |                    |
| Monthly Performance Pay               | 1,700          | 20,400             |
| Quarterly Variable Allowance*         | 600            | 7,200              |
| <b>3) City Allowance</b>              | 200            | 2,400              |
| <b>4) Annual Components/Retirals</b>  |                |                    |
| Health Insurance***                   | NA             | 7,900              |
| Provident Fund                        | 1,774          | 21,289             |
| Gratuity                              | 711            | 8,533              |
| Total of Annual Components & Retirals | 2,485          | 37,722             |
| <b>TOTAL GROSS</b>                    | <b>27,415</b>  | <b>350000</b>      |
| <b>Xplore/ Learning Incentive****</b> |                | <b>Upto 60,000</b> |

# Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

\* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

\*\*The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

\*\*\* For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

\*\*\*\* Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

| <b>Component Category</b>        | <b>Monthly</b> | <b>Annual</b> |
|----------------------------------|----------------|---------------|
| House Rent Allowance             | 5,914          | 70,968        |
| Leave Travel Assistance          | 1,232          | 14,784        |
| Food Card                        | 500            | 6,000         |
| <b>GROSS BOUQUET OF BENEFITS</b> | <b>7,646</b>   | <b>91,752</b> |





## Annexure

|                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                       |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Ahmedabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Garima Park, IT/ITES SEZ, Plot # 41,<br>Gandhinagar - 382007                                                                                                                                                                                 | <b>Bangalore</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Gate 1, No 42, Think campus, Electronic City phase II,<br>Bangalore - 560100, Karnataka                                                                                           |
| <b>BUBANESHWAR</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Training Lab Venue: Barabati, IRC Block, Ground Floor,<br>Tata Consultancy Services Limited, (UNIT-II) - BARBATI<br>SEZ, IT/ITES - SPECIAL ECONOMIC ZONE (SEZ), PLOT NO.<br>35, CHANDAKA INDUSTRIAL ESTATE, PATIA,<br>Bhubaneswar - 751024 | <b>Chennai</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>415/21-24, Kumaran Nagar, Old Mahabalipuram Rd,<br>TNHB, Sholinganallur, Chennai, Tamil Nadu 600119                                                                                 |
| <b>DELHI – Gurgaon</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Block C, Kings Canyon, ASF Insignia, Gurgaon -<br>Faridabad Road, Gawal Pahari, Gurgaon - 122003,<br>Haryana                                                                                                                           | <b>DELHI – Noida</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. A-44 & A-45, Ground, 1st to 5th Floor & 10th<br>floor, Galaxy Business Park, Block - C & D, Sector - 62,<br>Noida - 201 309, UP                                      |
| <b>Guwahati</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>5th Floor, NEDFi House, G.S. Road, Dispur, Guwahati -<br>781006, Assam                                                                                                                                                                        | <b>Hyderabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Q City, Nanakramguda, Hyderabad                                                                                                                                                   |
| <b>INDORE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor,<br>Village Tigariya Badshah & Bada Bangarde, Tehsil<br>Hatod, Indore - 452018,<br>Madhya Pradesh                                                                                           | <b>KOLKATA</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Ecospace 1B building, 2nd Floor, Plot - IIF/12, New<br>Town, Rajarhat, Kolkata - 700160, West Bengal OR<br>Auditorium, 2nd Floor, Wanderers Building, Delta Park -<br>Lords |
| <b>KOCHI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>TCS centre, Infopark Road Infopark Campus, Infopark,<br>Kakkanad, Kerala 682042                                                                                                                                                                  | <b>MUMBAI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Yantra Park, Pokharan Road Number 2, TCS Approach<br>Rd, Thane, West, Thane, Maharashtra 400606                                                                                      |
| <b>NAGPUR</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,                                                                                                                                                                                         | <b>PUNE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park,<br>Hinjewadi Phase III, Pune - 411057, Maharashtra                                                                               |
| <b>Trivandrum</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Peepul Park, Technopark Campus, Kariyavattom P.O,<br>Trivandrum - 695581, India                                                                                                                                                             |                                                                                                                                                                                                                                                       |



## Annexure

### Confidentiality and IP Terms and Conditions

#### 1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.



## **2. Associate's Obligations**

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

## **3. Intellectual Property Rights**

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filing or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.



#### **4. Prior knowledge**

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

#### **5. Use of third party material**

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

#### **6. Security policies and Guidelines.**

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

#### **7. Working in SBWS Framework:**

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.





(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

## **8. Restriction on Associate's Rights**

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

## **9. No License**

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.



## 10. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

## 11. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay or omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.



(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.

**K P VISHAL**

Dear **K P VISHAL**

On behalf of CAI Info India Private Ltd., I would like to reconfirm our verbal offer of employment as a **"Jr. Software Engineer"** for an annual CTC of Rs. 3,00,000.00 (Rupees three lakhs thirty thousand) beginning on your anticipated start date, Monday, February 05, 2024. This will be paid to you monthly at the end of each month in increments of Rs. 25,000.00 (gross monthly CTC).

Special Clauses:

- During the period of your employment, the Company may at any time assign or transfer you to any location in the world where the Company/its clients has its establishment. In such an event, you shall be entitled to allowances in accordance with the policies of the Company.
- If you do not have an existing account with ICICI Bank, you will be required to establish one within 2 weeks of your first pay.
- You shall be considered for the next financial review in 2025.

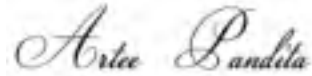
You are required to bring the following documents at the time of reporting for employment: -

- Last updated resume
- Latest passport size photograph
- A copy of Educational Certificates for all years of education and mark cards -
- Copy of passport
- Form 16

Please sign the bottom portion of this letter indicating your acceptance of this position and return the same immediately. You will be issued an appointment letter upon your acceptance of this offer letter.

Thank You and Welcome.

Yours Truly, Accepted By:



**Artee Pandita** \_\_\_\_\_  
**Director-Human Resources**

Divyasree Towers, Floor 5, Guruppanapalya  
Bannerghatta Main Road, Bangalore-560029  
[www.cai.io](http://www.cai.io) [inquire@cai.io](mailto:inquire@cai.io)



Detailed CTC Breakdown:

| Description       | Monthly              | Yearly                 |
|-------------------|----------------------|------------------------|
| Basic             | INR 13,750.00        | INR 1,65,000.00        |
| HRA               | INR 5,500.00         | INR 66,000.00          |
| Conveyance        | INR 300.00           | INR 3,600.00           |
| Medical Allowance | INR 700.00           | INR 8,400.00           |
| Statutory Bonus   | INR 2,500.00         | INR 30,000.00          |
| Provident Fund    | INR 3,300.00         | INR 39,600.00          |
| Gratuity          | INR 661.38           | INR 7,936.50           |
| Special Allowance | INR 788.63           | INR 9,463.50           |
| <b>Total</b>      | <b>INR 25,000.00</b> | <b>INR 3,00,000.00</b> |

Accepted By:

---

Divyasree Towers, Floor 5, Guruppanapalya  
Bannerghatta Main Road, Bangalore-560029  
[www.cai.io](http://www.cai.io) [inquire@cai.io](mailto:inquire@cai.io)

**CAI Info India Private Limited**

080 -45340400



Dear **K.ABHINANDHAN**,

**Date: 9 -Mar -2023**

On behalf of Mu Sigma., it is our pleasure to confirm your selection for employment as “**Software Engineer- Trainee**”, in our **India** operations. We are very excited to extend this offer, and the opportunity it represents, with great confidence in your abilities.

We will be pleased to offer you on the following terms & conditions:

Designation : **Software Engineer – Trainee**

Total Cost to Company: **Rs. 500000/- per annum**

Compensation: **As Detailed in Annexure I**

The company will make deductions as may be necessary as per Statutory compliance with State / Central tax laws.

Your Initial Posting will be at **Bangalore** However, your services are transferable to any other place or office of the Company or to any subsidiary or associate company; whether now existing or still to be formed. Such transfer / deputation will be in accordance with the company’s rules being in force at the time. You are required to work from office on all 5 working days (Mon to Fri) for a period of 6 months from your date of joining , post which the schedule will be decided by the organization based on the requirements.

This letter will be followed by a background verification email and you will be required to share relevant documents as requested. Upon successful initiation of background verification, we will mail you a detailed offer letter before join us in July/August (Based Final Exams). It will include your date of joining, initial posting location and complete employment terms & conditions. Kindly consider this letter as an indicative offer, to begin with the on-boarding process.

Sincerely,  
Mu Sigma

**Annexure I**

|               |                           |              |           |
|---------------|---------------------------|--------------|-----------|
| <b>NAME:</b>  | GAJULA RAM KUMAR          |              |           |
| <b>TITLE:</b> | Software Engineer Trainee | <b>GRADE</b> | <b>P2</b> |

| COMPONENTS - A                      | Limits | Per Month     | Per Annum       |
|-------------------------------------|--------|---------------|-----------------|
| Basic                               |        | 21,667        | 2,60,000        |
| HRA                                 |        | 10,833        | 1,30,000        |
| Executive Allowance                 |        | 14,508        | 1,74,097        |
| LTA - Maximum One Month Basic       | 21,667 | 1,806         | 21,667          |
| Children Education Allowance        | 2,400  | 200           | 2,400           |
| Lunch Coupon                        | 18,000 | 1,500         | 18,000          |
| Residential Telephone Reimbursement | -      | -             | -               |
| PF (Employer's Contribution)        |        | 2,600         | 31,200          |
| Gratuity                            |        | 1,053         | 12,636          |
| <b>Fixed Compensation</b>           |        | <b>54,167</b> | <b>3,50,000</b> |
| Insurance                           |        | 2,667         | 32,000          |
| <b>STI</b>                          |        |               | <b>60,600</b>   |
| <b>Total Compensation</b>           |        |               | <b>500000</b>   |

**Note:**

FBP Component can be Zero or Maximum provided in the each row of FBP section.  
 FBP Component can be changed three times a year before December of each year as per finance guidelines



Dear **K.N.PRAJWAL SAI**,

**Date: 9 -Mar -2023**

On behalf of Mu Sigma., it is our pleasure to confirm your selection for employment as “**Software Engineer- Trainee**”, in our **India** operations. We are very excited to extend this offer, and the opportunity it represents, with great confidence in your abilities.

We will be pleased to offer you on the following terms & conditions:

Designation : **Software Engineer – Trainee**

Total Cost to Company: **Rs. 500000/- per annum**

Compensation: **As Detailed in Annexure I**

The company will make deductions as may be necessary as per Statutory compliance with State / Central tax laws.

Your Initial Posting will be at **Bangalore** However, your services are transferable to any other place or office of the Company or to any subsidiary or associate company; whether now existing or still to be formed. Such transfer / deputation will be in accordance with the company’s rules being in force at the time. You are required to work from office on all 5 working days (Mon to Fri) for a period of 6 months from your date of joining , post which the schedule will be decided by the organization based on the requirements.

This letter will be followed by a background verification email and you will be required to share relevant documents as requested. Upon successful initiation of background verification, we will mail you a detailed offer letter before join us in July/August (Based Final Exams). It will include your date of joining, initial posting location and complete employment terms & conditions. Kindly consider this letter as an indicative offer, to begin with the on-boarding process.

Sincerely,  
Mu Sigma

**Annexure I**

|               |                           |              |           |
|---------------|---------------------------|--------------|-----------|
| <b>NAME:</b>  | GAJULA RAM KUMAR          |              |           |
| <b>TITLE:</b> | Software Engineer Trainee | <b>GRADE</b> | <b>P2</b> |

| COMPONENTS - A                      | Limits | Per Month     | Per Annum       |
|-------------------------------------|--------|---------------|-----------------|
| Basic                               |        | 21,667        | 2,60,000        |
| HRA                                 |        | 10,833        | 1,30,000        |
| Executive Allowance                 |        | 14,508        | 1,74,097        |
| LTA - Maximum One Month Basic       | 21,667 | 1,806         | 21,667          |
| Children Education Allowance        | 2,400  | 200           | 2,400           |
| Lunch Coupon                        | 18,000 | 1,500         | 18,000          |
| Residential Telephone Reimbursement | -      | -             | -               |
| PF (Employer's Contribution)        |        | 2,600         | 31,200          |
| Gratuity                            |        | 1,053         | 12,636          |
| <b>Fixed Compensation</b>           |        | <b>54,167</b> | <b>3,50,000</b> |
| Insurance                           |        | 2,667         | 32,000          |
| <b>STI</b>                          |        |               | <b>60,600</b>   |
| <b>Total Compensation</b>           |        |               | <b>500000</b>   |

**Note:**

FBP Component can be Zero or Maximum provided in the each row of FBP section.  
 FBP Component can be changed three times a year before December of each year as per finance guidelines



Suchitra Choudhury, Clinical Director

RE: OFFER LETTER  
NAME: KALE ABHA PRAVIN  
Position: Behaviour Therapist

Dear KALE ABHA PRAVIN

After taking several qualified candidates through our interview process, we feel that you would make an excellent addition to the team. I am pleased to extend to you this official offer of employment for the position of 'Behaviour Therapist' at Early Autism Services, Bangalore.

Your employment will be subject to an introductory period of 60 (days) during which time you and your supervisor will assess your performance and the appropriateness of your employment with our company.

You will be working in one of our Bangalore Centres and will report to Janhavi Kelaskar, Centre Head. **Once your training period (Physical, clinical and theoretical training) is over, and you start working independently with clients,** your compensation and benefits package will include the following:

- Annual salary of Rs 400000 (paid monthly) under [exempt] status,
- Sick time per the Employee Handbook and National Legislations where applicable

The annual salary is inclusive of all taxes. Necessary deductions to be made in monthly salary.

This offer of employment is contingent on the successful completion of pre-employment physical/medical assessment, background check and exhibiting the basic necessary skills post joining. While we do not anticipate any concerns with either of these processes, should any findings not meet standards for employment, continuation of your employment will be jeopardized at that time.

On your first day, you will be required to present documents proving your identity and authorization to work in the Bangalore. A list of acceptable documents is included with this letter for your reference.

The Employee Handbook will be shared with you once you join. This document will provide further information regarding the Company's policies, procedures and benefits.

By signing this letter below, you acknowledge receipt and acceptance of our offer. The terms described in this letter replace all prior agreements and/or discussions pertaining to your offer of employment with EAS.

We look forward to having you as part of the team. If you have any questions, please do not hesitate to contact me.

Sincerely,

Suchitra Choudhury, M.A. Clin. Psy., BCBA, IBA  
Clinical Director  
EAS – Bangalore

Chief

Acknowledged and Accepted:



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Date





**Deloitte Tax Services India Private Limited**  
**Deloitte Tower Survey No. 41 Gachibowli Village, Ranga**  
**Reddy District, CIRCLE 3, Hyderabad - 500032, Telangana,**  
**India**

**Tel: +91 040 67621000**  
**www.deloitte.com**

**Kanaka Sarita Venkata**

**Subject: Offer of Employment**

**Dear Kanaka Sarita Venkata:**

On behalf of **Deloitte Tax Services India Private Limited** (the "Employer" or "Company"), I am pleased to confirm our offer of employment to you as **Tax Consultant I** based in **Hyderabad**.

We extend this offer, and the opportunity it represents, with great confidence in your abilities. You have made a very favorable impression with everyone you met and we are excited with the prospect of you joining our organization on **November 13, 2023**.

Your immediate manager will communicate details of your role and work responsibilities in the initial weeks of your joining the Employer. During your employment, the Company may require you to work on any project that you are assigned to, on any technical platforms/skills and nature of the project, in differentiated work timing, at designated work space and location as may be decided by the company.

As part of your annual compensation, you will receive a Total Salary of **Rs. 760000/-** and, will be eligible for a performance linked variable bonus. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount could vary depending upon the business and individual performance each fiscal year and, in some situations, could exceed the payout range indicated. Any amounts paid will be subject to statutory and other deductions as per Employer policies and practices. The details of your compensation breakdown are provided in the attached Annexure A.

As an incentive to join the Company, you are eligible to receive a joining bonus of **Rs./₹ 100,000/-** subject to your reporting for full-time employment on **November 13, 2023**. This amount will attract applicable taxes and will be processed as part of your first month's payroll. You will have an obligation to repay the entire amount of your joining bonus if you resign your position or are terminated for cause by the Company within **12 months** of your start date.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

Your employment with us will be governed by the Terms and Conditions as detailed in **Annexure B**, as well as any and all rules, regulations, guidelines, policies and practices of the Employer, which may be amended from time to time. Deloitte LLP and its U.S.-based subsidiaries (the "Deloitte U.S. Firms") requires their employees to make the necessary representations regarding independence and other matters. Because the Employer is an Indian subsidiary of Deloitte LLP, we must also comply with these independence requirements. Accordingly, this offer is conditional upon you agreeing to make such representations under the Employer's Independence Representations requirements, as further explained in **Annexure B**.

Your compensation details are confidential, and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization. We would like you to join the Employer on **November 13, 2023**, or an alternative mutually agreed upon date.

This offer letter, together with the Annexures described herein, and the Non-Disclosure, Non Solicit and Intellectual Property Rights Assignment Agreement, the Information Security Policy (which you are required to sign upon joining), constitute the entire agreement between the parties with respect to the subject matter of this offer, and supersedes all other previous or contemporaneous oral or written representations, understandings or agreements relating to the subject matter of this offer between you and the Employer or its affiliates.

In compliance with applicable laws, Deloitte India (Offices of the US) provides its professionals with home pick-up and drop transport services within **pre-defined** boundary if their shift timings are between 8:30 p.m. - 6:00 a.m. in Hyderabad, 9:00 p.m. - 6:00 a.m. in Mumbai, Pune; 7:00 p.m. - 6:00 a.m. in Gurugram, 8:00 p.m. - 6:00 a.m. in Bengaluru, Chennai, and Kolkata.


This letter and **Deloitte Tax Services India Private Limited** employment application are intended to be final. To accept the offer and the terms of this letter, please sign below in the space provided within three business days.

**R**, everyone you have interviewed with joins me in extending to you congratulations and warm regards. We look forward to you joining our team.

Sincerely,

**For Deloitte Tax Services India Private Limited**

Best regards,

By:  2B8F65B8ECE5489...  
Signature

**Authorized Signatory**

**Acceptance**

I, **R**, hereby accept the terms and conditions of this employment offer.

Please sign and date your Acceptance

Signature

Date



Sealed By: DS DELOITTE CONSULTING INDIA PRIVATE LIMITED 10  
Sealed Time: 2023.07.17 09:32:22 -07:00

**Annexure A****Tax Consultant I -**

| <b>Description</b>                       | <b>Monthly</b><br>(Rs. per month)                                                                                                                                                                          | <b>Annual</b><br>(Rs. per Annum) |
|------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|
| Basic Pay                                | <b>20,000</b>                                                                                                                                                                                              | <b>240,000</b>                   |
| House Rent Allowance (HRA)               | <b>10,000</b>                                                                                                                                                                                              | <b>130,000</b>                   |
| Special Allowance <sup>1a &amp; 1b</sup> | <b>16,100</b>                                                                                                                                                                                              | <b>193,200</b>                   |
| Leave Travel Allowance <sup>2</sup>      | <b>2,166</b>                                                                                                                                                                                               | <b>26,000</b>                    |
| Differential Allowance                   | <b>6,691</b>                                                                                                                                                                                               | <b>80,633</b>                    |
| Meal Card <sup>3</sup>                   | <b>2,200</b>                                                                                                                                                                                               | <b>26,400</b>                    |
| Employer's contribution to PF            | <b>2,300</b>                                                                                                                                                                                               | <b>27,600</b>                    |
| <b>Total Salary (in Rs.)</b>             | <b>59,457</b>                                                                                                                                                                                              | <b>760000</b>                    |
| Variable Bonus*                          | You are eligible for a performance linked variable bonus. It will be paid out at the end of the fiscal year, as applicable and on the basis of your individual performance and performance of the business |                                  |
| Medical Insurance Premium <sup>4</sup>   | <b>3,014</b>                                                                                                                                                                                               | <b>36,167</b>                    |

\*The Variable Bonus will vary, primarily based on your individual performance and the performance of the business, during the Employer's fiscal year which is June through May. Your performance will be formally assessed as a part of the Employer Performance Review Cycle Process. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount will vary depending upon the business and individual performance and in some circumstances, could exceed the payout range indicated. The performance of all the employees who have joined the Employer prior to March 1st will be assessed for the fiscal year ending in May. The disbursement of a Variable Bonus, if applicable, is subject to you being a active on the rolls of the Employer, during the Annual Incentive Program payout cKARTHIKRAJ Kcycle for the fiscal year. For employees joining during the period March 1st to May 30th, a prorated Variable Bonus, if applicable, will be based on the first year-end review ratings in the subsequent year and paid during the Annual Incentive Program payout cycle of that year. The Variable Bonus will not be paid in the event of termination of employment for any reason on or before the disbursement time. The application and interpretation of, and any determinations related to, the Variable Bonus is at the sole discretion of Employer. Employer may amend or terminate the Variable Bonus at any time. All compensation and benefits are based on employee's position with the Employer in India.

Contd/-....

Annexure A

<sup>1</sup>All employees may claim tax exemption, subject to tax rules from time to time, from their Special Allowance component, expenses incurred towards communication and Driver / Fuel & Maintenance Expenses as per eligibility mentioned below:

**Employee Level -  
Tax Consultant I**

<sup>1a</sup>Communication Expenses

<sup>1b</sup>Fuel Expenses

Only one Post paid mobile, one Land Phone  
and One internet connection bill(s) can be  
claimed.

Petrol / Driver / Insurance / Repairs &  
Maintenance

**Rs./₹ 3,000/-** per month

**Rs./₹ 7,500/-** per month

<sup>1a</sup> The internet/telephone/mobile bills should be in the Employee's name.

<sup>1b</sup> For claiming vehicle running expenses (Driver / Fuel / Repairs & Maintenance expenses) the vehicle has to be in the name of the Employee and the current tax rules are as under. The above limits will be applicable for all those who are on company car lease program and the below limits will apply for all those who are on self-owned car. In case of company leased car, taxability would be as per the current perquisite valuation rules.

| Nature of Expenses | Own Vehicle -Maximum Tax exemption limit per month |           |                |
|--------------------|----------------------------------------------------|-----------|----------------|
|                    | 4 Wheelers (Engine Capacity)                       |           |                |
|                    | <= 1600 cc                                         | > 1600 cc | Two Wheelers   |
| Fuel & Maintenance | Rs. 1,800                                          | Rs. 2,400 | Rs. 900        |
| Driver's Salary    | Rs. 900                                            | Rs. 900   | Not applicable |

All employees at and above **Senior Staff** are eligible for the company car lease program. If you choose to avail of this benefit, the amount towards lease rental will be paid by the firm on your behalf to the leasing company and your compensation structure will be adjusted accordingly. A revised letter with the new compensation structure will be issued that will supersede this letter for all practical purposes.

<sup>2</sup> The Leave Travel Allowance (LTA) will be paid on a monthly basis as an allowance with tax deducted at source. If you choose to avail the tax benefit on LTA, you should submit proof of expenses incurred by you for Self and / your immediate dependents. The taxability or otherwise of LTA will be as per the Income Tax Act 1961, details of which will form part of the LTA Form.

<sup>3</sup> Meal Card amount will be credited at the start of each month and for the first month (For New Hires) prorated amount will be processed as part of payroll. If not collected, it will be processed as a taxable amount with the salary.

<sup>4</sup> Annual Floating Medical Insurance Coverage for self and **6 dependents** is being paid by the Employer on your behalf. The premium amount is subject to change every year post renewal of insurance policy. In case you opt for an enhancement of the coverage limit, the additional premium will be adjusted accordingly from the special allowance.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

You may also be eligible to either a One-time Stipend or a temporary lodging basis joining the registered office location, you will receive a survey from Deloitte prior to your joining.

You may select the best option for availing the relocation assistance. If an employee who has availed this reimbursement decides to quit within 18 months from the date of relocation claim for whatever reason, the relocation reimbursement paid to the employee will be recovered in full, from the employee's full and final settlement.

By joining the Company, you will become a member under the 'Deloitte USI Employees Welfare Trust' and may be required to make a nominal contribution as a member.

Original bills towards the above components should be submitted during the Income Tax fiscal period evidencing the expenditure to get Income Tax exemption, failing which the same will attract applicable Income Tax.

Submission of false, tampered or altered bills as proof of expense for any of the above components will result in disciplinary action including termination of employment.

**Your compensation above is subject to income tax deduction per rules and guidelines prescribed under the prevailing tax laws. This may change from time to time in line with the amendments done in tax laws.**



Hyderabad

### Annexure B

#### **Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement ("Employment Agreement")**

In consideration of my employment by **Deloitte Tax Services India Private Limited**, an Employer incorporated under the provisions of the Companies Act, 1956 and having its registered office **Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District, CIRCLE 3, Hyderabad - 500032, Telangana, India** (the "Employer") as **Tax Consultant I** - and other valuable consideration, I acknowledge and agree that:

#### **PRELIMINARY MATTERS**

**1. Defined Terms.** The italicized terms in this agreement (the "Employment Agreement") are defined in **Exhibit A** hereto.

**2. Pre-existing Agreements or Arrangements.** I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Agreements or Arrangements*. The Employer expects me to abide by all restrictions or obligations that are contained in such *Pre-existing Agreements or Arrangements* and to avoid involvement, while employed by the Employer, in any matter that could pose a conflict as a result of confidential information or intellectual property obtained by me prior to my *Employment*. I further represent that none of these restrictions or obligations, including those set forth in any non-compete agreements with prior employers, is inconsistent with my acceptance of the Employer's offer of *Employment* or my becoming, and serving as, **Tax Consultant I** of the Employer. To the extent applicable and if I am joining the Employer after having served as an employee or official of the United States Government, I further represent that: (1) I have disclosed my prior participation, if any, in any discussions or negotiations with, or decisions to award contracts to, the Deloitte U.S. Firms while I was employed by the United States Government; and (2) I had either recused myself or had not played an active role in the applicable United States Government agency's decision to award any contracts to the Deloitte U.S. Firms while I was employed by the United States Government.

#### **PROTECTION OF OUR BUSINESS**

**3. Reporting of Proceedings.** Except as provided by law and except as I have disclosed in writing on **Exhibit C** to this Agreement, I represent and warrant that I have no *Proceedings* to report. Should I become a subject of any *Proceedings* during my association with the Employer, I agree to immediately report, in writing, all relevant facts to the Chief Talent Officer of Deloitte LLP, the Regional Talent Director of the Employer, and the Chief Ethics and Compliance Officer of Deloitte LLP. I understand that my responses are subject to audit and review by the Employer and others in accordance with applicable professional, ethical, legal, or Employer requirements, rules, regulations, policies, or practices, or other requests.

**4. Confidentiality.** I acknowledge that, by virtue of my *Employment*, I will acquire and be exposed to, have access to, make use of and/or create *Confidential Information*. Therefore, I agree to hold in trust and confidence all such *Confidential Information*. I will neither disclose any such *Confidential Information* to anyone outside a *Deloitte Entity* without the prior written approval of an *Authorized Signatory*, except as required by my authorized duties for the Employer, nor use any such *Confidential Information* for any purpose other than for the benefit of a *Deloitte Entity*.

**5. Third Party Information and Property.** I agree that during my *Employment*, I shall not use or disclose any confidential information or intellectual property of any former employer or other person or entity without the prior written authorization of such employer, person or entity and the prior written consent of an *Authorized Signatory*. If I were to use or disclose any such Confidential Information or Intellectual Property without prior consent, and any of the *Deloitte Entities* become the subject of any claim from a third party regarding such unauthorized use or disclosure, I agree to hold harmless and indemnify the *Deloitte Entities* for any legal defense costs and/or damages related to any such claim.

**6. Authorization.** Only employees of the Employer holding a senior or managerial position with the Employer will be authorized by a specific authorization, delegation, or power of attorney to sign legal documents, representing the Employer. Similarly, only such authorized employees of the Employer may speak about the Employer, the business and plans, various client-related projects etc.

**7. Competing Activities and Conflict of Interest.** During the period of my *Employment* I will not, directly or indirectly, participate in or in any way render services or assistance to any business that is or may be competitive with a *Deloitte Entity*, whether or not for compensation, or engage in any conduct which might result in, or create the appearance of using my position for private gain or other than for the benefit of a *Deloitte Entity*, or otherwise create a conflict, or the appearance of a conflict, of interest with a *Deloitte Entity*. Such conduct shall include, but not be limited to, having an undisclosed financial interest in any vendor or supplier of a *Deloitte Entity*, accepting payments of any kind or gifts other than of a nominal value from vendors, clients or suppliers, or having an undisclosed relationship with a family member or other individual who is employed or

associated with any entity in active or potential competition with a *Deloitte Entity*, and which creates a conflict of interest. I represent and warrant that I am not currently aware of any present or past violation of this provision.

**8. Authorization to Access Systems and Electronic Communications and use of Deloitte Property.** I understand that while employed with a *Deloitte Entity*, I will use and have access to the Systems. I also acknowledge that a *Deloitte Entity* has the right at any time to access, retrieve, delete, monitor, examine, use and/or disclose my Electronic Communications and information from (or about) me and the content, without notice to me, and that such *Electronic Communications* are considered part of a *Deloitte Entity's* business and client records and are not to be considered private or personal to me or any other *Personnel*. I further acknowledge that this right extends to *Electronic Communications* transmitted for either a business or personal purpose.

I agree that I am authorized to access the *Systems* only for approved business purposes and occasional personal use if such use does not interfere with my work responsibilities and other required business activities, business operations, or *Systems* performance. However, I also acknowledge that such occasional personal use does not create an expectation of privacy as to any of my personal *Electronic Communications* and, as such, are *Deloitte Property*.

I further acknowledge that I am not authorized to use the *Systems* for personal gain or any illegal or unethical use. I agree that under no circumstances am I authorized to access any of the *Systems* for the purpose of obtaining *Deloitte Property* for a competitor of a *Deloitte Entity*, transmitting *Deloitte Property* to me (e.g., emailing *Confidential Information* to my personal email address) or to a third party for purposes other than furthering the business objectives of a *Deloitte Entity*. I am not authorized to download a *Deloitte Entity's Confidential Information* or other *Deloitte Property* to removable media such as a CD Rom, disk or thumb drive other than as authorized for furthering the business objectives of a *Deloitte Entity*.

I will be responsible for the safe keeping and return in good condition and order of all the *Deloitte Property* that may be in my use, custody, care or charge. For the loss of any *Deloitte Property* in my possession or custody or for which I have been assigned responsibility, the Employer will have a right to assess on its own basis and recover from me, the damages in respect of such materials (out of the amounts due to me or otherwise) and to take such other legal action as it deems appropriate including termination of my employment without notice or payment in lieu thereof in the event of my failure to account for such material or property to its satisfaction.

**9. Security.** I am provided with a worktable and lockable storage space. I will ensure they are locked when unattended and understand that a duplicate key will only be provided if I sign for it. I am required to display my identity card to the appropriate security personnel on demand and at all times within the office premises.

#### **10. Ownership of Works.**

a. I agree that the Employer owns all rights, title and interest in and to all *Works*.

b. I agree that all *Works* are deemed works made for hire under India copyright or applicable laws or equivalent laws of any applicable foreign jurisdiction, and all *Intellectual Property Rights* therein vest automatically in the Employer upon creation of the *Works*. I agree that, to the extent any *Work* is held not to be a work made for hire, I hereby irrevocably assign all *Intellectual Property Rights* in the *Work* to the Employer. Notwithstanding anything contained in Section 19(4) of the Indian Copyright Act, 1957, I agree that such assignment shall continue to be in force for perpetuity irrespective of whether or not the Employer exercises its rights as the assignee for any period of time.

c. I will at all times, even after termination of my *Employment*, do whatever the Employer reasonably requests of me, at the Employer's expense, to document the assignment of any *Works* to the Employer or to assist the Employer in pursuing, renewing, extending or assigning any *Intellectual Property Rights*, and otherwise perfecting, protecting and enforcing said *Intellectual Property Rights* in, any *Works*. I agree that, as between me and the Employer, the Employer shall be the sole author, inventor, and owner of all such *Works* and *Intellectual Property Rights* therein throughout the world, and that the Employer shall have the sole right to seek copyright registrations, patents or trademark registrations, including all extensions and renewals thereof. I also hereby agree that I waive all moral rights in any *Works*.

I also agree to assign all my right, title and interest in and to any particular *Works* to a third party as directed by the Employer.

In the event the Employer is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraphs, I hereby irrevocably designate and appoint the Employer and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and in my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraphs with the same legal force and effect as if executed by me. I hereby waive any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any *Works* assigned hereunder to the Employer.

d. During a 12 month period after termination of my *Employment*, I agree that any *Intellectual Property* I create or conceive that results from and is related to any work assigned to or performed by me for the Employer, or that was created using *Deloitte Property*, is a *Work* that is subject to Paragraph 10 (b) above. For purposes of clarification, the foregoing provision is in addition to, and not in limitation of, any rights and remedies the Employer may have under the applicable laws protecting *Intellectual*

*Property of the Deloitte Entities.*

e. I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Employer) of all *Works* developed by me during the period of my employment with the Employer, which records shall be available to and remain the sole property of the Employer at all times.

**11. Pre-existing Creations; Personal Creations.** My obligations in Paragraph 10 do not apply to *Pre-existing Creations* and *Personal Creations*. I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Creations*. I acknowledge and agree that I will not assert any ownership rights against the *Deloitte Entities*, or their respective clients, with respect to any *Pre-existing Creations* unless they appear on **Exhibit B**, and **Exhibit B** has been accepted and agreed to by an *Authorized Signatory* who has signed at the bottom of such **Exhibit B**. I further agree that I shall not use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment* without the prior written consent of an *Authorized Signatory*. To the extent that I use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment*, I agree that, except as otherwise provided in a written agreement executed by me and the Employer, I hereby grant to the Employer an irrevocable, royalty free, perpetual, fully paid up, transferable, sub-licensable license to use, reproduce, distribute, display, perform, modify and create derivative works of and otherwise exploit such *Pre-existing Creations* or *Personal Creations* for any purpose including, but not limited to, client engagements.

**12. Post- Employment Restrictions re: Clients.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or serving of certain clients related to my work for a *Deloitte Entity* would necessarily involve the unauthorized use or disclosure of *Confidential Information*, and the proprietary relationships and goodwill of the *Deloitte Entities*, and, in the case of my serving of certain clients, could compromise the full compliance of the Employer or another *Deloitte Entity* with the applicable laws, rules and regulations of a U.S. or India regulatory body or other independence-related requirement of a regulatory body. Accordingly, during the period of my *Employment* and for a period of one year thereafter, I will not, directly or indirectly, solicit or provide services to any existing client of a *Deloitte Entity* with which I had personal contact and provided services during the two-year period prior to termination of my *Employment*.

**13. Exceptions to Post- Employment Restrictions re: Clients.** I understand that the obligations of Paragraph 12 will not apply for a period of three (3) years after my start date or the date of my promotion or transfer to clients of a *Deloitte Entity* and/or certain specified kinds of services rendered to such clients that meet all of the following criteria: (a) are personal clients of mine who came to a *Deloitte Entity* solely to avail themselves of certain specified kinds of services rendered by me and only as a result of my own independent recruitment efforts, which a *Deloitte Entity* neither subsidized nor otherwise financially supported as part of a program of client development, (b) are listed on **Exhibit D** expressly by name with respect to client and with sufficient specificity with respect to the kinds of service(s) that I will be permitted to render, and (c) are accepted and agreed to as to their listing on **Exhibit D** by an *Authorized Signatory* who has signed at the bottom of such Exhibit. I agree that after a period of three (3) years from my start date or the date of my promotion or transfer the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on **Exhibit D** to support the application of the obligations of Paragraph 12 to those clients.

**14. Future Employment with Clients.** Except as otherwise provided herein, I understand that I am not prohibited from accepting employment with a client (or an affiliate of such client) of a *Deloitte Entity*. Before entering into substantive discussions with an *Attest Client* regarding any employment opportunity, I acknowledge and agree that during my *Employment* and for five years thereafter I must first notify *Independence* and obtain prior written approval from *Independence*. I acknowledge and understand that it is the intent of the Employer to interpret and apply this provision (a) in an effort to ensure the full compliance of the *Deloitte Entities* with applicable U.S. and India laws, rules, and regulations; (b) to serve the public interest; and (c) to protect the legitimate interests of the *Deloitte Entities* or their respective *Attest Clients* under applicable U.S. or India laws, rules and regulations in a manner that is no greater than is reasonably necessary to protect such interests and without being unduly harsh and oppressive to me and my interests in future employment with an *Attest Client*. Further, I acknowledge and agree that because of, among other things, the importance of the *Deloitte Entities* remaining in compliance with applicable independence rules, such approval may be withheld by *Independence* in the event that my employment with an *Attest Client* would, in the view of Deloitte LLP, be inconsistent with applicable laws, rules and regulations or jeopardize the independence of a *Deloitte Entity* with respect to such *Attest Client*.

**15. Restrictions re: Personnel and Contractors.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or hiring of or of any of its *Personnel* or contractors of the *Deloitte Entities*, or my participation in their hiring, admission or retention, would necessarily involve the unauthorized use or disclosure of *Confidential Information* or the proprietary relationships and goodwill of the *Deloitte Entities*. Accordingly, during my *Employment* and for one year thereafter, I will not, directly or indirectly, (a) solicit or attempt to solicit, or participate in the solicitation of or any attempt to solicit any *Personnel* to leave a *Deloitte Entity*, or to join any firm or business with which I may be or become affiliated; (b) participate in the hiring or admission of any *Personnel*; or (c) cause a contractor of a *Deloitte Entity* to cease providing services to, with, or on behalf of the *Deloitte Entity*.

**16. Post- Employment Restrictions re: Deloitte Property.** Upon termination of my *Employment*: (a) I will not use or disclose *Deloitte Property*, including, but not limited to, *Confidential Information* and *Works*, for any purpose; (b) I will not retain or take with me any *Deloitte Property*; (c) I will immediately deliver to a *Deloitte Entity* at any location that it designates, at my expense, within one business day after the termination of my *Employment* or on an alternate date designated by a *Deloitte*

*Entity*, any *Deloitte Property* that I may then or thereafter hold or control; and (d) I agree to allow a *Deloitte Entity* to inspect any of my personal or home computers, including smart phones, tablet computers, or any device, media or location capable of storing electronic data, to determine whether any *Deloitte Property* resides on such computers and to permit a *Deloitte Entity* to remove such *Deloitte Property*.

## OTHER POST- EMPLOYMENT OBLIGATIONS

**17. Transition of Work and Cooperation.** Upon termination of my *Employment* for any reason, I will cooperate with a *Deloitte Entity* in all matters relating to the completion of pending work and its orderly transfer. I will also cooperate fully with a *Deloitte Entity* in connection with any threat of or actual legal proceeding against a *Deloitte Entity* or any client, customer or licensor of a *Deloitte Entity* arising out of any matter with or of which I had contact or knowledge during my *Employment*.

**18. Notification of Post- Employment Obligations.** I agree that prior to accepting employment or affiliation with another firm or business I will advise such firm or business of my duties and obligations under this Employment Agreement. After my *Employment* ends, I agree that a *Deloitte Entity* shall be permitted to advise any firm or business with which I have accepted an offer of employment or affiliation concerning my duties and obligations under this Employment Agreement.

**19. Certification.** I agree that during or after my *Employment* I will, if requested, provide written certification in such form as the Employer may require that I have complied with my obligations hereunder, including, without limitation, those obligations set forth in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15 and 16 of this Agreement.

## OUR ENFORCEMENT RIGHTS AND REMEDIES IN THE EVENT OF A BREACH

**20. Equitable Relief and Attorney's Fees.** I acknowledge and agree that a breach of this Employment Agreement, including, but not limited to, a breach of my duties and obligations under the terms and conditions of Paragraphs 4, 5, 7, 8, 9, 10, 12, 14, 15 or 16 would cause irreparable harm to the *Deloitte Entities* and that, in addition to other remedies, the Employer on behalf of itself or another *Deloitte Entity* is entitled to a temporary restraining order, an injunction or other equitable relief to prevent any such breach. I also acknowledge that, to the extent permitted by law, a *Deloitte Entity* will be entitled to the payment of the *Deloitte Entities'* reasonable costs and attorney's fees incurred in enforcing this Employment Agreement. I also acknowledge that, to the extent permitted by law, the Employer may request that a court extend the one year period following the termination of my *Employment*, as provided in Paragraphs 12 and 15, to correspond with the period that I participated in activities prohibited by Paragraphs 12 and 15.

**21. Liquidated Damages: Client Fees.** I agree that in the event of a breach under Paragraph 12, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

**22. Liquidated Damages: Compensation.** I agree that the precise amount of damages flowing from a breach under Paragraph 15 would be impracticable or extremely difficult to ascertain in an actual amount. Therefore, I agree that in the event of a breach under Paragraph 15, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by or owed to any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

**23. Right of Inspection.** I agree to permit the Employer (or to use my best efforts to enable the Employer) to inspect my books and records (and the books and records of any entity which employs or is associated or affiliated with me), upon request and at reasonable times, to enable the Employer to confirm the calculations described above and to verify compliance with Paragraphs 12 and 15. The Employer shall keep confidential any proprietary information obtained, except as may be necessary or desirable to enable the Employer to enforce its rights under this Employment Agreement and except as may be required by any statute, court or administrative order to decree or government ruling or regulation.



**MISCELLANEOUS**

**24. Governing Law; Choice of Forum.** This Employment Agreement is deemed to have been executed in the Employer's office in **Hyderabad, Telangana, India** and will be construed and governed in accordance with the laws of the Republic of India without regard to its conflicts-of-law principles. You agree to submit to jurisdiction before any court of record in which the Employer's office to which you were assigned is located, or in which a breach of this Employment Agreement may occur, at the election of the Employer, and you waive any right to raise questions of personal jurisdiction or venue in any action the Employer may bring against you in any such court. You further agree to accept service of process/summons/legal notice from the Employer when that process/summons/legal notice is either sent to your last known address by certified mail or served by any other means permitted under the law of the jurisdiction in which the Employer may bring an action against you.

**25. Modifications.** My obligations hereunder may not be changed or modified, released, discharged, abandoned or terminated, in whole or in part, except by an instrument in writing signed by an *Authorized Signatory*.

**26. Severability.** Every provision of this Employment Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such term or provision will be enforced to the maximum extent permitted by law and, in any event, such illegality or invalidity shall not affect the validity of the remainder of the Employment Agreement.

**27. Blue-Penciling.** If any court determines that any provision of this Employment Agreement, or any part hereof, or the application of any such provision, or any part hereof, to any person or circumstance is unenforceable or void, such court shall have the power to modify such provision, or any part hereof, to the extent necessary to render it legal and enforceable while preserving its intent, or if such modification is not possible, by substituting therefore another provision that is legal and enforceable and that achieves the same objective.

**28. Waiver.** None of my obligations under this Employment Agreement shall be deemed to have been waived by the Employer except if the giving of such waiver is contained in a written notice given to me and no such waiver shall be deemed to be a waiver of any other or further obligation I have under this Employment Agreement.

**29. Entire Agreement.** This Employment Agreement, the Employer's employment application, the Terms and Conditions of Service issued pursuant to the offer of employment and any documentation employing me or transferring me to the Employer, contain the entire understanding between me and the Employer or any other *Deloitte Entity* with respect to the subject matter hereof and supersedes all prior representations, warranties, and agreements with respect to such subject matter, and no representations, warranties or other covenants exist with respect to such subject matter that are not contained or expressly referred to herein. Notwithstanding the foregoing, any written agreement between a *Deloitte Entity* and me with respect to the subject matter hereof that was signed by me prior to the effective date of this Employment Agreement shall remain valid and enforceable according to the terms of such agreement with respect to all acts and omissions occurring prior to the effective date of this Employment Agreement. In the event of a conflict between this Employment Agreement and the employment application or any other document purporting to set forth terms and conditions of my *Employment*, this Employment Agreement will control.

**30. Transfer and Assignment.** Unless as the Employer shall otherwise determine, the rights, obligations and benefits of the Employer under this Employment Agreement, including but not limited to those rights and benefits relating to my post-Employment obligations set forth in this Paragraph 30 and in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19 and 23 above, are transferred and assigned, in whole or in part (as the Employer shall determine) and without the need for my consent or the formality of documentation or prescribed processes, to (a) any *Deloitte Entity* in connection with my transfer to that *Deloitte Entity* or (b) any entity that acquires all or a part of the assets or business of the Employer. All provisions of this Employment Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, representatives, successors, and assigns of the Employer and me, and any *Deloitte Entity* to which I may be transferred during my *Employment*, provided, however, none of my duties or obligations under this Employment Agreement may be assigned or transferred by me to any other person or entity without the Employer's prior written approval of such assignment or transfer. Any purported assignments in violation of this Paragraph 30 shall be null and void.

**31. Headings.** The headings contained in this Employment Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Employment Agreement.

I have read the foregoing, understand it, and agree to comply with its terms.

**For Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
 2B8F65B8ECE5489...

Pooja Madhani

Talent

Authorized Signatory

Effective as of **November 13, 2023**, I accept all the terms and conditions of the Employer as stipulated in this Employment Agreement.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name



Sealed By: DS DELOITTE CONSULTING INDIA PRIVATE LIMITED 10  
Sealed Time: 2023.07.17 09:32:22 -07:00

**EXHIBIT A**

The definitions below apply to the italicized terms that appear in the Employment Agreement (including the exhibits):

**Attest Client** – attest client (or an affiliate of such client) of Deloitte & Touche LLP or a *Deloitte Entity*.

**Authorized Signatory** – a director, officer or other person who is authorized to sign on behalf of a *Deloitte Entity*.

**Confidential Information** – any information not generally known to the public, in any *Form*, that (1) relates to the operation of a *Deloitte Entity* or provides the *Deloitte Entities* with a competitive advantage, (2) consists of Personally Identifiable Information (*PII*) or other personal information about *Personnel*, client and other third party personnel, independent contractors, subcontractors, agents, vendors, suppliers or others which the Employer or another *Deloitte Entity* receives in the course of business, and (3) all other information entrusted to the Employer or another *Deloitte Entity* by clients and other third parties. *Confidential Information* includes, but is not limited to, *Intellectual Property*, supplier information, designs, business or marketing plans, forecasts and financial information, tax returns, tax identification numbers, agreements, client or prospective client lists, specific information about clients or prospective clients such as preferences for specific products and services, client or prospective client needs based on financial history and past purchases of services, client or prospective client development plans, specific rates charged to a client or offered to a prospective client and other business or client records. *Confidential Information* also includes, but is not limited to, debit or credit card information, employment applications, organization charts, performance ratings and other personnel records.

**Deloitte Entity** – the Employer, Deloitte LLP, and any corporation, company, partnership, limited liability company or other entity (a) that (i) is owned, directly or indirectly, in whole or in part, by Deloitte LLP (the “Deloitte U.S. Firms”), including but not limited to Deloitte LLP subsidiaries in India, the Deloitte Touche Tohmatsu verein, Deloitte Global Services Limited, Deloitte Global Services Holdings Limited, Deloitte Touche Tohmatsu Limited (“DTTL”) or any member firm of DTTL or affiliate thereof (collectively, the “DTTL Member Firms”) or (ii) controls, is controlled by or is under common control with any of the entities listed in clause (i); or (b) in which any *Personnel* participated on its behalf, or carried out any duties with respect to its affairs. For purposes of this Employment Agreement, the term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract, or otherwise.

**Deloitte Property** – *Confidential Information*, *Systems*, equipment, debit and credit cards issued in connection with my *Employment*, furniture, facilities and any and all other materials owned, licensed or leased by a *Deloitte Entity*, including, without limitation, computerized or electronic information and all copies thereof in any form or media, created by, furnished to, obtained by or prepared by me in the course of my employment in any capacity.

**Deloitte India (Offices of the US)** – The following companies shall be deemed to be the affiliates of each other and are collectively referred to as Deloitte India (Offices of the US): (i) Deloitte Consulting India Private Limited (ii) Deloitte Tax Services India Private Limited (iii) Deloitte Support Services India Private Limited (iv) Deloitte Financial Advisory Services India Private Limited and (v) Deloitte & Touche Assurance & Enterprise Risk Services India Private Limited.

**Electronic Communications** – all text, audio, video, images, information, data, files and attachments created, displayed, sent, received, posted, accessed or stored, whether deleted or not, by means of the *Systems*.

**Employment** – the nature of my relationship with the Employer or a *Deloitte Entity* pursuant to this Employment Agreement. Alternatively, and depending on context, *Employment* is the period of time during which this relationship persists.

**Form** – paper, computer disc, USB drive, website; any other tangible or electronic medium by which information may be stored or accessed; and human memory.

**Independence** – National Office (Independence) of Deloitte LLP.

**Intellectual Property** – works of authorship (including, without limitation, books, articles, data compilations, software and other copyrightable materials), materials, patents, inventions, designs, techniques, methodologies, processes, discoveries, know-how, ideas, trade secrets, moral rights, trademarks and other indicia of origin together with the goodwill therein, and all patent applications, copyright and trademark applications and registrations, and extensions and renewals thereof, throughout the world.

**Intellectual Property Rights** – all rights, title and interest in Intellectual Property.

**PCAOB** – the United States Public Company Accounting Oversight Board.

**Personal Creations** – *Intellectual Property* that meet all of the following criteria: (1) it is conceived, developed, and created by me on my own time without using *Deloitte Property* or *Personnel* (during work hours), facilities, *Confidential Information* or *Works* of a *Deloitte Entity*, (2) it is unrelated to the actual or reasonably anticipated business or research and development of a

*Deloitte Entity*, and (3) it does not result from any work performed by me and the *Personnel* (during work hours) for a *Deloitte Entity*.

**Personnel** – partners, principals, members, officers and employees of a *Deloitte Entity*.

**PII** – information (excluding business contact information such as an individual's name and one or more of the following: organization name, organizational title, organizational role, business address, business telephone number (including business cell phone number and business email address) relating to an identified or identifiable natural person. An identifiable natural person is a natural person who can be identified, directly or indirectly, by reference to an identification number or factors specific to his or her physical, physiological, mental, economic, cultural or social identity. Set forth below is a non-exclusive list of information that constitutes PII when such information relates to an identified or identifiable natural person:

- Account number (bank account, credit card, etc.)
- Address
- Biometric identifier
- Certificate or license number
- Date of birth
- Government identifiers (such as PAN)
- Name\*
- Personnel Number
- Photograph or video identifiable to an individual
- Vehicle identifier or serial number
- Other information related to an individual that may directly or indirectly identify that individual (e.g., salary, performance rating, purchase history, call history, etc.)

\* Note: When an individual's name is used with PII that is not business contact information, it is included in the definition of PII.

**Pre-existing Agreements or Arrangements** – agreements or arrangements that (1) relate to any *Pre-existing Creations*; or (2) may affect my ability to comply with the requirements of this Employment Agreement, including all contractual and other restrictions or obligations with other parties, including any post-employment restrictions and required notifications to the extent applicable under 18 United States Code §207, CFR 3.104-4, and India laws, rules and regulations that may or will impose limitations on my professional activities during my *Employment* (such as any non-compete agreements with prior employers and the one-year ban on lobbying contacts).

**Pre-existing Creations** – any *Intellectual Property* and *Intellectual Property Rights* that were developed or created by me, alone or with others, or otherwise acquired by me, before the period of my employment in any capacity with the Employer, in which I claim any ownership or right.

**Proceedings** – past or pending (1) actual or threatened claims or complaints of, or arising out of service to, present or former clients, (2) regulatory, self-regulatory, disciplinary, administrative, civil or criminal investigations, inquiries, charges, complaints, actions, sanctions, alternative dispute resolution proceedings, other proceedings or matters (other than criminal proceedings which relate solely to the operation of a motor vehicle) of any kind or nature, in India or any other jurisdiction, against me, including criminal proceedings arising out of my provision of professional services, proceedings brought by a professional association, or proceedings involving the Securities and Exchange Board of India, United States Securities and Exchange Commission or the PCAOB, other professional bodies like the Institute of Chartered Accountants of India or (3) matters of any kind or nature which could adversely affect my association with the Employer or my ability to perform my duties or responsibilities to the Employer, whether set forth in this Employment Agreement or otherwise, or my registration with or licensure by any governmental, quasi-governmental, or other regulatory agency, body or entity, in or outside the United States or India.

**Systems** – the communications systems or any part of such systems that a *Deloitte Entity* owns, licenses or operates and approves for use, including, but not limited to, e-mail, text messaging, Lotus Notes, Deloitte Online (eRoom), instant messaging, local area network, wide area network, Intranet (e.g., DeloitteNet, D Street), Internet, extranet, collaborative tools (e.g., blogs, wikis, etc.), laptop and desktop computers, servers, air cards, Personal Digital Assistants, cell phones, telephones and voicemail.

**Works** – all *Intellectual Property*, in any *Form*, created by me, alone or with others, during the period of my *Employment* that (1) is created within the scope of my *Employment*; (2) relates in any manner to the actual or anticipated business, research, or development of a *Deloitte Entity*; (3) results from any work assigned to or performed by me, alone or with others, for the Employer; or (4) is created with the use of *Deloitte Property*.

**EXHIBIT B****Pre-existing Creations; Pre-existing Agreements or Arrangements**

I understand and agree that the Employer makes no attempt to verify my claim of ownership to any of the *Pre-existing Creations* listed, and makes no admission that any *Pre-existing Creations* listed are owned by me.

[If yes, please enter details below]

Yes, I do have *Pre-existing Creations, Pre-existing Agreements or Arrangements*

X No, I do not have *Pre-existing Creations, Pre-existing Agreements or Arrangements*

| <b><u>Title</u></b> | <b><u>Date</u></b> | <b><u>Brief Description</u></b> |
|---------------------|--------------------|---------------------------------|
|---------------------|--------------------|---------------------------------|

Signature

Date

R Vishwesh

Name (Print)

ACCEPTED AND AGREED TO:

**Deloitte Tax Services India Private Limited**

DocuSigned by:

*Pooja Madhani*  
2B8F65B8ECE5489...

Pooja Madhani

**Talent**

Its: *Authorized Signatory*

Date



Sealed By: DS DELOITTE CONSULTING INDIA PRIVATE LIMITED 10  
Sealed Time: 2023.07.17 09:32:22 -07:00

An *Authorized Signatory's* signature is required only if *Pre-existing Creations* or *Pre-existing Agreements* or *Arrangements* are listed pursuant to Paragraphs 2 and 11 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment made in light of Paragraph 2 that *Pre-existing Creations*, if any, are described and explained in sufficient detail so that the likelihood of confusion between the employee's *Pre-existing Creations* and the *Intellectual Property* of a *Deloitte Entity* can be avoided or minimized in the future and further indicates that the *Pre-existing Agreements* or *Arrangements* have been obtained and reviewed and that the *Authorized Signatory* is satisfied that such *Pre-existing Agreements* or *Arrangements* will not interfere with the employee's ability to comply with the requirements of this Employment Agreement.

**EXHIBIT C**

**Proceedings**

[none, unless otherwise specified]

Yes, I do have *Proceedings* to report

X                      No, I do not have *Proceedings* to report

My signature below certifies that to the best of my knowledge, the information I have provided above, pursuant to Paragraph 3, is complete and accurate.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

**EXHIBIT D****Exceptions to Post-Employment Restrictions: re: Clients**

[none, unless otherwise specified]

As specified in Paragraph 13, I agree that after a period of three (3) years from my start date or the date of my employment, as the case may be, the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on Exhibit D to support the application of the obligations of Paragraph 12 to those clients.

Yes, I do have  
Post-Employment Restrictions  
re: Clients

X No, I do not have  
Post-Employment Restrictions  
re: Clients

Name of ClientSpecified Kind of Services(s) Permitted

ACCEPTED AND AGREED TO:

**Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
2B8F65B8ECE5489...

Pooja Madhani

**Talent**

Its: Authorized Signatory

\_\_\_\_\_  
Date

I have read and understood the above policy terms.

\_\_\_\_\_  
Signature\_\_\_\_\_  
Name\_\_\_\_\_  
Date

Sealed By: DS DELOITTE CONSULTING INDIA PRIVATE LIMITED 10  
Sealed Time: 2023.07.17 09:32:22 -07:00

A n *Authorized Signatory's* signature is required only if information is provided pursuant to Paragraph 13 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment that criteria in Paragraph 13 have been fully satisfied, the clients listed have been properly identified, and the kinds of services permitted have been described with sufficient specificity.

## Terms and Conditions of Service

In continuation to our offer of employment with **Deloitte Tax Services India Private Limited** (the "Employer"), please note the terms and conditions of service.

The italicized terms in these Terms and Conditions of Service are defined in **Exhibit A** of the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement hereto.

### Terms of Service

#### 1. COMPLIANCE WITH INDEPENDENCE, ETHICS AND OTHER REQUIREMENTS

Deloitte & Touche LLP performs attest services for certain of its clients and is subject to the independence requirements of, among others, the United States Securities and Exchange Commission (SEC), the United States Public Company Accounting Oversight Board (PCAOB), and the American Institute of Certified Public Accountants (AICPA). These requirements mandate that certain of the Employer's employees and their relatives be independent of some or all of such attest clients and their affiliates in accordance with the policies of Deloitte LLP and its subsidiaries (the "Deloitte US Entities").

Upon joining the Employer, you will be asked to review a listing of the attest clients and the affiliates of such clients of certain of the Deloitte US Entities and disclose relationships or financial holdings that you or your relatives may have that could affect the independence of the Deloitte US Entities. Any relationships or holdings that conflict with, among other things, the requirements of the SEC, the PCAOB or the AICPA or the independence or ethics policies of the Deloitte US Entities will need to be resolved immediately. Further, you will be required to comply with these policies throughout your career with the Employer, including, when applicable, maintaining a current list of certain of your financial interests (but not their value) in the independence tracking system.

As a condition to your joining the Employer and continued employment, you are required to complete a representation regarding your understanding of, and compliance with, independence and other matters, on a periodical basis (as requested beginning on or prior to the date of you joining the Employer, annually thereafter, and upon certain changes in your role in the Employer), the details of which are provided in the independence representation. An example copy of this representation form is available for your reference on [www.deloittenet.com](http://www.deloittenet.com). The representation should be made to the best of your knowledge and ability. It is your responsibility to consult on any matter should you be uncertain or have a question. You are also requested to refer to [www.deloittenet.com](http://www.deloittenet.com) and *Independence* for more information in this respect. The representations made by you will be subject to an audit and may be reviewed by Deloitte LLP representatives and shared with certain third parties. If you are selected for such an audit, you will need to submit certain personal financial records to Deloitte LLP's internal audit team. Please be assured that Deloitte LLP fully intends to keep all information obtained through the audit process confidential and secure. You hereby give your consent to Deloitte LLP to use the information provided by you for such purposes as provided in the policies regarding independence and ethics.

In the event you (i) do not cooperate or comply with the independence requirements, or (ii) do not complete the necessary representations, or (iii) make inaccurate representation(s); you may be subject to disciplinary action including and up to termination of employment with the Employer.

Please feel free to contact or consult *Independence* should you require any further information or if you have any specific concerns in this respect.

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#### 2. NON DISCLOSURE, NON SOLICIT AND INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AGREEMENT ("Employment Agreement")

You will be expected to sign the Employer's Employment Agreement. Please contact Talent for further details.

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#### 3. HARRASSMENT POLICY

**Administrative Policy Release ("APR") 213** is the Employer's policy prohibiting harassment. Deloitte LLP's subsidiaries located in India ("Deloitte India (Offices of the US)") are committed to providing a working environment that is free from harassment based on caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis, in accordance with applicable Indian central, state or local law. Expressly forbidden are unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Depending on the circumstances, such harassment may also include conduct such as stereotyped or demeaning remarks or gestures or the display or circulation, whether in writing or electronically, of materials or pictures offensive to persons because of their caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis in accordance with applicable Indian central, state or local law. The full policy will be accessible to you on DeloitteNet after joining Deloitte U.S. India.



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#### 4. WORKING HOURS, HOLIDAYS, LEAVES AND MATERNITY BENEFITS

You will be provided with your standard working hours, which may vary over the course of your career. The Employer may, from time to time, subject to applicable laws, require the employee to work beyond these hours.

You shall be entitled to paid holidays and leave as per the Employer's policies.

Women employees are eligible for maternity benefits as per the recent amendments (2017) in the maternity benefit act, 1961, including having 26 weeks of maternity leave with pay, as applicable.

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#### 5. RETIREMENT AGE

The age of retirement for employees of Deloitte India (Offices of the US) is 60 years. Your employment will therefore automatically terminate at the end of the month in which you attain 60 years.

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#### 6. TRANSFERS

You may be transferred, assigned, or asked to attend training at the offices of a Deloitte Entity or its clients or third parties in India or abroad with or without additional compensation. In such an event, you will also be governed by the terms and conditions of service applicable to the transfer, assignment, or training.

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#### 7. NOTICE PERIOD FOR TERMINATION OF SERVICES

The notice period for termination of your services is **60 Days** by either side and/or salary in lieu of notice period on part of the Employer only.

The Employer expects all employees to maintain the highest standards of professional conduct at all times.

In order to assure orderly operations and provide the best possible work environment, the Employer expects you to follow rules of conduct that will protect the interests and safety of all personnel, including but not limited to the Code of Ethics and Professional Conduct.

In the event of any breach of the Code of Ethics and Professional Conduct, non-performance of a contractual obligation or the terms and conditions laid down in this Annexure, or if you engage in any misconduct whether or not in connection with or affecting the business or affairs of the Employer or the work conduct, as specified by Employer, you will be subject to disciplinary action up to and including termination of your services/ employment with the Employer without any notice or payment in lieu of notice notwithstanding any other terms and conditions stipulated herein.

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#### 8. MISCONDUCT

Misconduct may include but is not limited to:

- Irregular attendance: repeated or excessive absence, tardiness or early departures/ late comings without approval.
- Unreported or unapproved absence (including overstay of leave) for more than five consecutive days or deviation from assigned and accepted schedule for more than five days.
- Falsification or manipulation in background verification process or employment records, employment information, or other records prior to or after joining the Employer.
- Falsification or manipulation of Deloitte Time & Expense (DTE).
- Knowingly providing false statements, either verbally or in written form.
- Neglect of normal duties and functions.
- Practices such as reading personal materials during working time, having obscene or inappropriate posters or screen savers at your work station, playing games at your work station, etc.
- Continued discharge of work functions that do not meet the standards reasonably expected.
- Breach of the confidentiality provision in the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement including disclosing to any unauthorized person any *Confidential Information* or *PII*.
- Willful insubordination or disobedience, whether or not in combination with another, of any lawful and reasonable instructions of any member of management or any authorised person.
- Engaging in unapproved outside employment and activities as defined in APR 218 (US & IND)

([https://deloittenet.deloitte.com/About/Policies/Admin/Pages/218\\_OutsideEmploymentActivities\\_US.aspx](https://deloittenet.deloitte.com/About/Policies/Admin/Pages/218_OutsideEmploymentActivities_US.aspx)).

- Installing, downloading, copying or duplicating any unauthorized or unlicensed software, programs, games, or attachments on any computer system of the Employer or of any *Deloitte Entity* or its clients.
- Engaging in any illegal activities.
- Workplace violence, including threats of physical violence.
- Corporate credit card delinquencies.
- Causing damage to the property of the Employer, any *Deloitte Entity*, its clients, or their respective personnel
- Going on or abetting a strike in contravention of any law.
- Theft of any property belonging to another, the Employer or any *Deloitte Entity*, or their respective personnel, clients, or visitors
- Possession of firearms, explosives, knives or any instruments that can be used as an injurious or deadly weapon in the workplace or at any *Deloitte Entity* sponsored event.
- Corruption, fraud, or misappropriation of funds.
- Failure to comply with the policies, guidelines, rules and regulations of the Employer or a *Deloitte Entity* as applicable.
- Excessive personal use of the Employer's telephone, fax or computer systems.
- Failure to adhere to applicable laws.
- Any act prejudicial to or in conflict with the interests of the Employer or a *Deloitte Entity*.

The above terms and conditions are based on, and should be read in conjunction with, the Employer's policies, guidelines, procedures and other rules currently applicable, including but not limited to Administrative Policy Releases (APRs) and Deloitte India (Offices of the US)'s other policies, guidelines, rules, and regulations. The above rules are subject to amendments from time to time and the amended rules, policies, procedures, and guidelines would be posted on the Employer's Intranet site i.e. <https://deloittenet.deloitte.com/Pages/Home.aspx> for employee reference. The policies will be updated from time to time in the future and we deem to have your consent to any and all such changes. Furthermore, upon acceptance of employment with the Employer, you may be requested to read and acknowledge acceptance of various policies and guidelines of the Employer. It is expected that you will read and acknowledge all such communications.

Effective as of **November 13, 2023**, I accept all the terms and conditions of the Employer as stipulated in these Terms and Conditions of Service.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name



**Kanaka Sarita Venkata**

### **Training Agreement**

**Dear R:**

On behalf of **Deloitte Tax Services India Private Limited**, please accept our congratulations on your recent offer of employment to join the Company as **Tax Consultant I** pursuant to the terms and conditions of your offer letter dated **November 13, 2023**. You made a very favorable impression with everyone you met and we are excited about the possibility of you joining the Company.

As you may be aware, as a condition of employment with the Company, you may be required to travel Overseas to attend a series of training sessions for a period of up to 90 days. This training will be a combination of classroom procedural training as well as on-site training to observe employees conducting similar work at various client locations. This training represents the confidence we have in your ability to be a valuable member of the practice of the Company.

As per Company policy, we kindly bring to your attention that all employees attending training overseas are required to sign a Training Agreement which will obligate the employee to repay a calculated amount of the costs associated with the training, only if the employee resigns his/her position or are terminated for cause within a specified period after completion of the training (usually between 6 to 18 months). This repayment obligation disappears after the specified period of time has lapsed. We all look forward to seeing you again soon and having you join our team of outstanding professionals.

Sincerely,

For **Deloitte Tax Services India Private Limited**

DocuSigned by:

*Pooja Madhuni*

2B8F65B8ECE5489...

By:

Signature

**Authorized Signatory**



**Deloitte Tax Services India Private Limited**  
**Deloitte Tower Survey No. 41 Gachibowli Village, Ranga**  
**Reddy District, CIRCLE 3, Hyderabad - 500032, Telangana,**  
**India**

**Tel: +91 040 67621000**

**www.deloitte.com**

**Kanaka Sarita Venkata**

**Subject: Offer of Employment Dear**

**Kanaka Sarita Venkata**

On behalf of **Deloitte Tax Services India Private Limited** (the "Employer" or "Company"), I am pleased to confirm our offer of employment to you as **Tax Consultant I** based in **Hyderabad**.

We extend this offer, and the opportunity it represents, with great confidence in your abilities. You have made a very favorable impression with everyone you met and we are excited with the prospect of you joining our organization on **November 13, 2022**. Your immediate manager will communicate details of your role and work responsibilities in the initial weeks of your joining the Employer. During your employment, the Company may require you to work on any project that you are assigned to, on any technical platforms/skills and nature of the project, in differentiated work timing, at designated work space and location as may be decided by the company.

As part of your annual compensation, you will receive a Total Salary of **Rs. 760000/-** and, will be eligible for a performance linked variable bonus. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount could vary depending upon the business and individual performance each fiscal year and, in some situations, could exceed the payout range indicated. Any amounts paid will be subject to statutory and other deductions as per Employer policies and practices. The details of your compensation breakdown are provided in the attached Annexure A.

As an incentive to join the Company, you are eligible to receive a joining bonus of **Rs./₹ 100,000/-** subject to your reporting for full-time employment on **November 13, 2022**. This amount will attract applicable taxes and will be processed as part of your first month's payroll. You will have an obligation to repay the entire amount of your joining bonus if you resign your position or are terminated for cause by the Company within **12 months** of your start date.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

Your employment with us will be governed by the Terms and Conditions as detailed in **Annexure B**, as well as any and all rules, regulations, guidelines, policies and practices of the Employer, which may be amended from time to time. Deloitte LLP and its U.S.-based subsidiaries (the "Deloitte U.S. Firms") requires their employees to make the necessary representations regarding independence and other matters. Because the Employer is an Indian subsidiary of Deloitte LLP, we must also comply with these independence requirements. Accordingly, this offer is conditional upon you agreeing to make such representations under the Employer's Independence Representations requirements, as further explained in **Annexure B**.

Your compensation details are confidential, and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization. We would like you to join the Employer on **November 13, 2022**, or an alternative mutually agreed upon date.

This offer letter, together with the Annexures described herein, and the Non-Disclosure, Non Solicit and Intellectual Property Rights Assignment Agreement, the Information Security Policy (which you are required to sign upon joining), constitute the entire agreement between the parties with respect to the subject matter of this offer, and supersedes all other previous or contemporaneous oral or written representations, understandings or agreements relating to the subject matter of this offer between you and the Employer or its affiliates.

In compliance with applicable laws, Deloitte India (Offices of the US) provides its professionals with home pick-up and drop transport services within **pre-defined** boundary if their shift timings are between 8:30 p.m. - 6:00 a.m. in Hyderabad, 9:00 p.m. - 6:00 a.m. in Mumbai, Pune; 7:00 p.m. - 6:00 a.m. in Gurugram, 8:00 p.m. - 6:00 a.m. in Bengaluru, Chennai, and Kolkata.

This letter and **Deloitte Tax Services India Private Limited** employment application are intended to be final. To accept the offer and the terms of this letter, please sign below in the space provided within three business days.

**R**, everyone you have interviewed with joins me in extending to you congratulations and warm regards. We look forward to you joining our team.

Sincerely,

**For Deloitte Tax Services India Private Limited** Best regards,

DocuSigned by:  
*Pooja Madhani*  
2B8F65B8ECE5489...

By: \_\_\_\_\_  
Signature

**Authorized Signatory**

**Acceptance**

I, **R**, hereby accept the terms and conditions of this employment offer.

Please sign and date your Acceptance

**Annexure A**

**Tax Consultant I -**

| Description                              | Monthly (Rs. per month) | Annual (Rs. per Annum) |
|------------------------------------------|-------------------------|------------------------|
| Basic Pay                                | 20,000                  | 240,000                |
| House Rent Allowance (HRA)               | 10,000                  | 130,000                |
| Special Allowance <sup>1a &amp; 1b</sup> | 16,100                  | 193,200                |
| Leave Travel Allowance <sup>2</sup>      | 2,166                   | 26,000                 |
| Differential Allowance                   | 6,691                   | 80,633                 |
| Meal Card <sup>3</sup>                   | 2,200                   | 26,400                 |
| Employer's contribution to PF            | 2,300                   | 27,600                 |
| Total Salary (in Rs.)                    | 59,457                  | 760000                 |

|                                        |                                                                                                                                                                                                            |               |
|----------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|
| Variable Bonus*                        | You are eligible for a performance linked variable bonus. It will be paid out at the end of the fiscal year, as applicable and on the basis of your individual performance and performance of the business |               |
| Medical Insurance Premium <sup>4</sup> | <b>3,014</b>                                                                                                                                                                                               | <b>36,167</b> |

\*The Variable Bonus will vary, primarily based on your individual performance and the performance of the business, during the Employer's fiscal year which is June through May. Your performance will be formally assessed as a part of the Employer Performance Review Cycle Process. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount will vary depending upon the business and individual performance and in some circumstances, could exceed the payout range indicated. The performance of all the employees who have joined the Employer prior to March 1st will be assessed for the fiscal year ending in May. The disbursement of a Variable Bonus, if applicable, is subject to you being active on the rolls of the Employer, during the Annual Incentive Program payout cKARTHIKRAJ Kcycle for the fiscal year. For employees joining during the period March 1st to May 30th, a prorated Variable Bonus, if applicable, will be based on the first year-end review ratings in the subsequent year and paid during the Annual Incentive Program payout cycle of that year. The Variable Bonus will not be paid in the event of termination of employment for any reason on or before the disbursement time. The application and interpretation of, and any determinations related to, the Variable Bonus is at the sole discretion of Employer. Employer may amend or terminate the Variable Bonus at any time. All compensation and benefits are based on employee's position with the Employer in India.

Contd/-....

Annexure A

1

All employees may claim tax exemption, subject to tax rules from time to time, from their Special Allowance component, expenses incurred towards communication and Driver / Fuel & Maintenance Expenses as per eligibility mentioned below:

**Employee Level - Tax Consultant I**

1a

*Communication Expenses*

*Only one Post paid mobile, one Land Phone and One internet connection bill(s) can be claimed.*

1b

*Fuel Expenses*

*Petrol / Driver / Insurance / Repairs & Maintenance*

**Rs./₹ 3,000/-** per month**Rs./₹ 7,500/-** per month

1a The internet/telephone/mobile bills should be in the Employee's name.

1b

For claiming vehicle running expenses (Driver / Fuel / Repairs & Maintenance expenses) the vehicle has to be in the name of the Employee and the current tax rules are as under. The above limits will be applicable for all those who are on company car lease program and the below limits will apply for all those who are on self-owned car. In case of company leased car, taxability would be as per the current perquisite valuation rules.

| Nature of Expenses | Own Vehicle –Maximum Tax exemption limit per month |           |                |
|--------------------|----------------------------------------------------|-----------|----------------|
|                    | 4 Wheelers (Engine Capacity)                       |           |                |
|                    | <= 1600 cc                                         | > 1600 cc | Two Wheelers   |
| Fuel & Maintenance | Rs. 1,800                                          | Rs. 2,400 | Rs. 900        |
| Driver's Salary    | Rs. 900                                            | Rs. 900   | Not applicable |

All employees at and above **Senior Staff** are eligible for the company car lease program. If you choose to avail of this benefit, the amount towards lease rental will be paid by the firm on your behalf to the leasing company and your compensation structure will be adjusted accordingly. A revised letter with the new compensation structure will be issued that will supersede this letter for all practical purposes.

2

The Leave Travel Allowance (LTA) will be paid on a monthly basis as an allowance with tax deducted at source. If you choose to avail the tax benefit on LTA, you should submit proof of expenses incurred by you for Self and / your immediate dependents. The taxability or otherwise of LTA will be as per the Income Tax Act 1961, details of which will form part of the LTA Form.

3 Meal Card amount will be credited at the start of each month and for the first month (For New Hires) prorated amount will be processed as part of payroll. If not collected, it will be processed as a taxable amount with the salary.

4 Annual Floating Medical Insurance Coverage for self and **6 dependents** is being paid by the Employer on your behalf. The premium amount is subject to change every year post renewal of insurance policy. In case you opt for an enhancement of the coverage limit, the additional premium will be adjusted accordingly from the special allowance.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

You may also be eligible to either a One-time Stipend or a temporary lodging basis joining the registered office location, you will receive a survey from Deloitte prior to your joining.

You may select the best option for availing the relocation assistance. If an employee who has availed this reimbursement decides to quit within 18 months from the date of relocation claim for whatever reason, the relocation reimbursement paid to the employee will be recovered in full, from the employee's full and final settlement.

By joining the Company, you will become a member under the 'Deloitte USI Employees Welfare Trust' and may be required to make a nominal contribution as a member.

Original bills towards the above components should be submitted during the Income Tax fiscal period evidencing the expenditure to get Income Tax exemption, failing which the same will attract applicable Income Tax.

Submission of false, tampered or altered bills as proof of expense for any of the above components will result in disciplinary action including termination of employment.

**Your compensation above is subject to income tax deduction per rules and guidelines prescribed under the prevailing tax laws. This may change from time to time in line with the amendments done in tax laws.**



**Hyderabad**

## **Annexure B**

### **Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement ("Employment Agreement")**

In consideration of my employment by **Deloitte Tax Services India Private Limited**, an Employer incorporated under the provisions of the Companies Act, 1956 and having its registered office **Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District, CIRCLE 3, Hyderabad - 500032, Telangana, India** (the "Employer") as **Tax Consultant I** - and other valuable consideration, I acknowledge and agree that:

#### **PRELIMINARY MATTERS**

**1. Defined Terms.** The italicized terms in this agreement (the "Employment Agreement") are defined in **Exhibit A** hereto.

**2. Pre-existing Agreements or Arrangements.** I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Agreements or Arrangements*. The Employer expects me to abide by all restrictions or obligations that are contained in such Preexisting Agreements or Arrangements and to avoid involvement, while employed by the Employer, in any matter that could pose a conflict as a result of confidential information or intellectual property obtained by me prior to my *Employment*. I further represent that none of these restrictions or obligations, including those set forth in any non-compete agreements with prior employers, is inconsistent with my acceptance of the Employer's offer of *Employment* or my becoming, and serving as, **Tax Consultant I** of the Employer. To the extent applicable and if I am joining the Employer after having served as an employee or official of the United States Government, I further represent that: (1) I have disclosed my prior participation, if any, in any discussions or negotiations with, or decisions to award contracts to, the Deloitte U.S. Firms while I was employed by the United States Government; and (2) I had either recused myself or had not played an active role in the applicable United States Government agency's decision to award any contracts to the Deloitte U.S. Firms while I was employed by the United States Government.

#### **PROTECTION OF OUR BUSINESS**

**3. Reporting of Proceedings.** Except as provided by law and except as I have disclosed in writing on **Exhibit C** to this Agreement, I represent and warrant that I have no *Proceedings* to report. Should I become a subject of any *Proceedings* during my association with the Employer, I agree to immediately report, in writing, all relevant facts to the Chief Talent Officer

of Deloitte LLP, the Regional Talent Director of the Employer, and the Chief Ethics and Compliance Officer of Deloitte LLP. I understand that my responses are subject to audit and review by the Employer and others in accordance with applicable professional, ethical, legal, or Employer requirements, rules, regulations, policies, or practices, or other requests.

**4. Confidentiality.** I acknowledge that, by virtue of my *Employment*, I will acquire and be exposed to, have access to, make use of and/or create *Confidential Information*. Therefore, I agree to hold in trust and confidence all such *Confidential Information*. I will neither disclose any such *Confidential Information* to anyone outside a *Deloitte Entity* without the prior written approval of an *Authorized Signatory*, except as required by my authorized duties for the Employer, nor use any such *Confidential Information* for any purpose other than for the benefit of a *Deloitte Entity*.

**5. Third Party Information and Property.** I agree that during my *Employment*, I shall not use or disclose any confidential information or intellectual property of any former employer or other person or entity without the prior written authorization of such employer, person or entity and the prior written consent of an *Authorized Signatory*. If I were to use or disclose any such Confidential Information or Intellectual Property without prior consent, and any of the *Deloitte Entities* become the subject of any claim from a third party regarding such unauthorized use or disclosure, I agree to hold harmless and indemnify the *Deloitte Entities* for any legal defense costs and/or damages related to any such claim.

**6. Authorization.** Only employees of the Employer holding a senior or managerial position with the Employer will be authorized by a specific authorization, delegation, or power of attorney to sign legal documents, representing the Employer. Similarly, only such authorized employees of the Employer may speak about the Employer, the business and plans, various client-related projects etc.

**7. Competing Activities and Conflict of Interest.** During the period of my *Employment* I will not, directly or indirectly, participate in or in any way render services or assistance to any business that is or may be competitive with a *Deloitte Entity*, whether or not for compensation, or engage in any conduct which might result in, or create the appearance of using my position for private gain or other than for the benefit of a *Deloitte Entity*, or otherwise create a conflict, or the appearance of a conflict, of interest with a *Deloitte Entity*. Such conduct shall include, but not be limited to, having an undisclosed financial interest in any vendor or supplier of a *Deloitte Entity*, accepting payments of any kind or gifts other than of a nominal value from vendors, clients or suppliers, or having an undisclosed relationship with a family member or other individual who is employed or associated with any entity in active or potential competition with a *Deloitte Entity*, and which creates a conflict of interest. I represent and warrant that I am not currently aware of any present or past violation of this provision.

**8. Authorization to Access Systems and Electronic Communications and use of Deloitte Property.** I understand that while employed with a *Deloitte Entity*, I will use and have access to the Systems. I also acknowledge that a *Deloitte Entity* has the right at any time to access, retrieve, delete, monitor, examine, use and/or disclose my Electronic Communications and information from (or about) me and the content, without notice to me, and that such *Electronic Communications* are considered part of a *Deloitte Entity's* business and client records and are not to be considered private or personal to me or any other *Personnel*. I further acknowledge that this right extends to *Electronic Communications* transmitted for either a business or personal purpose.

I agree that I am authorized to access the *Systems* only for approved business purposes and occasional personal use if such use does not interfere with my work responsibilities and other required business activities, business operations, or *Systems* performance. However, I also acknowledge that such occasional personal use does not create an expectation of privacy as to any of my personal *Electronic Communications* and, as such, are *Deloitte Property*.

I further acknowledge that I am not authorized to use the *Systems* for personal gain or any illegal or unethical use. I agree that under no circumstances am I authorized to access any of the *Systems* for the purpose of obtaining *Deloitte Property* for a competitor of a *Deloitte Entity*, transmitting *Deloitte Property* to me (e.g., emailing *Confidential Information* to my personal email address) or to a third party for purposes other than furthering the business objectives of a *Deloitte Entity*. I am not authorized to download a *Deloitte Entity's Confidential Information* or other *Deloitte Property* to removable media such as a CD Rom, disk or thumb drive other than as authorized for furthering the business objectives of a *Deloitte Entity*.

I will be responsible for the safe keeping and return in good condition and order of all the *Deloitte Property* that may be in my use, custody, care or charge. For the loss of any *Deloitte Property* in my possession or custody or for which I have been assigned responsibility, the Employer will have a right to assess on its own basis and recover from me, the damages in respect of such materials (out of the amounts due to me or otherwise) and to take such other legal action as it deems appropriate including termination of my employment without notice or payment in lieu thereof in the event of my failure to account for such material or property to its satisfaction.

**9. Security.** I am provided with a worktable and lockable storage space. I will ensure they are locked when unattended and understand that a duplicate key will only be provided if I sign for it. I am required to display my identity card to the appropriate security personnel on demand and at all times within the office premises.

#### **10. Ownership of Works.**

a. I agree that the Employer owns all rights, title and interest in and to all *Works*.



- b. I agree that all *Works* are deemed works made for hire under India copyright or applicable laws or equivalent laws of any applicable foreign jurisdiction, and all *Intellectual Property Rights* therein vest automatically in the Employer upon creation of the *Works*. I agree that, to the extent any *Work* is held not to be a work made for hire, I hereby irrevocably assign all *Intellectual*

*Property Rights* in the *Work* to the Employer. Notwithstanding anything contained in Section 19(4) of the Indian Copyright Act, 1957, I agree that such assignment shall continue to be in force for perpetuity irrespective of whether or not the Employer exercises its rights as the assignee for any period of time.

- c. I will at all times, even after termination of my *Employment*, do whatever the Employer reasonably requests of me, at the Employer's expense, to document the assignment of any *Works* to the Employer or to assist the Employer in pursuing, renewing, extending or assigning any *Intellectual Property Rights*, and otherwise perfecting, protecting and enforcing said *Intellectual Property Rights* in, any *Works*. I agree that, as between me and the Employer, the Employer shall be the sole author, inventor, and owner of all such *Works* and *Intellectual Property Rights* therein throughout the world, and that the Employer shall have the sole right to seek copyright registrations, patents or trademark registrations, including all extensions and renewals thereof. I also hereby agree that I waive all moral rights in any *Works*.

I also agree to assign all my right, title and interest in and to any particular *Works* to a third party as directed by the Employer.

In the event the Employer is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraphs, I hereby irrevocably designate and appoint the Employer and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and in my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraphs with the same legal force and effect as if executed by me. I hereby waive any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any *Works* assigned hereunder to the Employer.

- d. During a 12 month period after termination of my *Employment*, I agree that any *Intellectual Property* I create or conceive that results from and is related to any work assigned to or performed by me for the Employer, or that was created using *Deloitte Property*, is a *Work* that is subject to Paragraph 10 (b) above. For purposes of clarification, the foregoing provision is in addition to, and not in limitation of, any rights and remedies the Employer may have under the applicable laws protecting *Intellectual Property* of the *Deloitte Entities*.

- e. I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Employer) of all *Works* developed by me during the period of my employment with the Employer, which records shall be available to and remain the sole property of the Employer at all times.

**11. Pre-existing Creations; Personal Creations.** My obligations in Paragraph 10 do not apply to *Pre-existing Creations* and *Personal Creations*. I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Creations*. I acknowledge and agree that I will not assert any ownership rights against the *Deloitte Entities*, or their respective clients, with respect to any *Pre-existing Creations* unless they appear on **Exhibit B**, and **Exhibit B** has been accepted and agreed to by an *Authorized Signatory* who has signed at the bottom of such **Exhibit B**. I further agree that I shall not use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment* without the prior written consent of an *Authorized Signatory*. To the extent that I use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment*, I agree that, except as otherwise provided in a written agreement executed by me and the Employer, I hereby grant to the Employer an irrevocable, royalty free, perpetual, fully paid up, transferable, sub-licensable license to use, reproduce, distribute, display, perform, modify and create derivative works of and otherwise exploit such *Pre-existing Creations* or *Personal Creations* for any purpose including, but not limited to, client engagements.

**12. Post- Employment Restrictions re: Clients.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or serving of certain clients related to my work for a *Deloitte Entity* would necessarily involve the unauthorized use or disclosure of *Confidential Information*, and the proprietary relationships and goodwill of the *Deloitte Entities*, and, in the case of my serving of certain clients, could compromise the full compliance of the Employer or another *Deloitte Entity* with the applicable laws, rules and regulations of a U.S. or India regulatory body or other independence-related requirement of a regulatory body. Accordingly, during the period of my *Employment* and for a period of one year thereafter, I will not, directly or indirectly, solicit or provide services to any existing client of a *Deloitte Entity* with which I had personal contact and provided services during the two-year period prior to termination of my *Employment*.

**13. Exceptions to Post- Employment Restrictions re: Clients.** I understand that the obligations of Paragraph 12 will not apply for a period of three (3) years after my start date or the date of my promotion or transfer to clients of a *Deloitte Entity* and/or certain specified kinds of services rendered to such clients that meet all of the following criteria: (a) are personal clients of mine who came to a *Deloitte Entity* solely to avail themselves of certain specified kinds of services rendered by me and only as a result of my own independent recruitment efforts, which a *Deloitte Entity* neither subsidized nor otherwise financially supported as part of a program of client development, (b) are listed on **Exhibit D** expressly by name with respect to client and with sufficient specificity with respect to the kinds of service(s) that I will be permitted to render, and (c) are

accepted and agreed to as to their listing on **Exhibit D** by an *Authorized Signatory* who has signed at the bottom of such Exhibit. I agree that after a period of three (3) years from my start date or the date of my promotion or transfer the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on **Exhibit D** to support the application of the obligations of Paragraph 12 to those clients.

**14. Future Employment with Clients.** Except as otherwise provided herein, I understand that I am not prohibited from accepting employment with a client (or an affiliate of such client) of a *Deloitte Entity*. Before entering into substantive discussions with an *Attest Client* regarding any employment opportunity, I acknowledge and agree that during my *Employment* and for five years thereafter I must first notify *Independence* and obtain prior written approval from *Independence*. I acknowledge and understand that it is the intent of the Employer to interpret and apply this provision (a) in an effort to ensure the full compliance of the *Deloitte Entities* with applicable U.S. and India laws, rules, and regulations; (b) to serve the public interest; and (c) to protect the legitimate interests of the *Deloitte Entities* or their respective *Attest Clients* under applicable U.S. or India laws, rules and regulations in a manner that is no greater than is reasonably necessary to protect such interests and without being unduly harsh and oppressive to me and my interests in future employment with an *Attest Client*. Further, I acknowledge and agree that because of, among other things, the importance of the *Deloitte Entities* remaining in compliance with applicable independence rules, such approval may be withheld by *Independence* in the event that my employment with an *Attest Client* would, in the view of Deloitte LLP, be inconsistent with applicable laws, rules and regulations or jeopardize the independence of a *Deloitte Entity* with respect to such *Attest Client*.

**15. Restrictions re: Personnel and Contractors.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or hiring or of any of its *Personnel* or contractors of the *Deloitte Entities*, or my participation in their hiring, admission or retention, would necessarily involve the unauthorized use or disclosure of *Confidential Information* or the proprietary relationships and goodwill of the *Deloitte Entities*. Accordingly, during my *Employment* and for one year thereafter, I will not, directly or indirectly, (a) solicit or attempt to solicit, or participate in the solicitation of or any attempt to solicit any *Personnel* to leave a *Deloitte Entity*, or to join any firm or business with which I may be or become affiliated; (b) participate in the hiring or admission of any *Personnel*; or (c) cause a contractor of a *Deloitte Entity* to cease providing services to, with, or on behalf of the *Deloitte Entity*.

**16. Post- Employment Restrictions re: Deloitte Property.** Upon termination of my *Employment*: (a) I will not use or disclose *Deloitte Property*, including, but not limited to, *Confidential Information* and *Works*, for any purpose; (b) I will not retain or take with me any *Deloitte Property*; (c) I will immediately deliver to a *Deloitte Entity* at any location that it designates, at my expense, within one business day after the termination of my *Employment* or on an alternate date designated by a *Deloitte*

*Entity*, any *Deloitte Property* that I may then or thereafter hold or control; and (d) I agree to allow a *Deloitte Entity* to inspect any of my personal or home computers, including smart phones, tablet computers, or any device, media or location capable of storing electronic data, to determine whether any *Deloitte Property* resides on such computers and to permit a *Deloitte Entity* to remove such *Deloitte Property*.

## OTHER POST- EMPLOYMENT OBLIGATIONS

**17. Transition of Work and Cooperation.** Upon termination of my *Employment* for any reason, I will cooperate with a *Deloitte Entity* in all matters relating to the completion of pending work and its orderly transfer. I will also cooperate fully with a *Deloitte Entity* in connection with any threat of or actual legal proceeding against a *Deloitte Entity* or any client, customer or licensor of a *Deloitte Entity* arising out of any matter with or of which I had contact or knowledge during my *Employment*.

**18. Notification of Post- Employment Obligations.** I agree that prior to accepting employment or affiliation with another firm or business I will advise such firm or business of my duties and obligations under this Employment Agreement. After my *Employment* ends, I agree that a *Deloitte Entity* shall be permitted to advise any firm or business with which I have accepted an offer of employment or affiliation concerning my duties and obligations under this Employment Agreement.

**19. Certification.** I agree that during or after my *Employment* I will, if requested, provide written certification in such form as the Employer may require that I have complied with my obligations hereunder, including, without limitation, those obligations set forth in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15 and 16 of this Agreement.

## OUR ENFORCEMENT RIGHTS AND REMEDIES IN THE EVENT OF A BREACH

**20. Equitable Relief and Attorney's Fees.** I acknowledge and agree that a breach of this Employment Agreement, including, but not limited to, a breach of my duties and obligations under the terms and conditions of Paragraphs 4, 5, 7, 8, 9, 10, 12, 14, 15 or 16 would cause irreparable harm to the *Deloitte Entities* and that, in addition to other remedies, the Employer on behalf of itself or another *Deloitte Entity* is entitled to a temporary restraining order, an injunction or other equitable relief to prevent any such breach. I also acknowledge that, to the extent permitted by law, a *Deloitte Entity* will be entitled to the payment of the *Deloitte Entities'* reasonable costs and attorney's fees incurred in enforcing this Employment Agreement. I also acknowledge that, to the extent permitted by law, the Employer may request that a court extend the one year period

following the termination of my *Employment*, as provided in Paragraphs 12 and 15, to correspond with the period that I participated in activities prohibited by Paragraphs 12 and 15.

**21. Liquidated Damages: Client Fees.** I agree that in the event of a breach under Paragraph 12, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

**22. Liquidated Damages: Compensation.** I agree that the precise amount of damages flowing from a breach under Paragraph 15 would be impracticable or extremely difficult to ascertain in an actual amount. Therefore, I agree that in the event of a breach under Paragraph 15, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by or owed to any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

**23. Right of Inspection.** I agree to permit the Employer (or to use my best efforts to enable the Employer) to inspect my books and records (and the books and records of any entity which employs or is associated or affiliated with me), upon request and at reasonable times, to enable the Employer to confirm the calculations described above and to verify compliance with Paragraphs 12 and 15. The Employer shall keep confidential any proprietary information obtained, except as may be necessary or desirable to enable the Employer to enforce its rights under this Employment Agreement and except as may be required by any statute, court or administrative order to decree or government ruling or regulation.

#### MISCELLANEOUS

**24. Governing Law; Choice of Forum.** This Employment Agreement is deemed to have been executed in the Employer's office in **Hyderabad, Telangana, India** and will be construed and governed in accordance with the laws of the Republic of India without regard to its conflicts-of-law principles. You agree to submit to jurisdiction before any court of record in which the Employer's office to which you were assigned is located, or in which a breach of this Employment Agreement may occur, at the election of the Employer, and you waive any right to raise questions of personal jurisdiction or venue in any action the Employer may bring against you in any such court. You further agree to accept service of process/summons/legal notice from the Employer when that process/summons/legal notice is either sent to your last known address by certified mail or served by any other means permitted under the law of the jurisdiction in which the Employer may bring an action against you.

**25. Modifications.** My obligations hereunder may not be changed or modified, released, discharged, abandoned or terminated, in whole or in part, except by an instrument in writing signed by an *Authorized Signatory*.

**26. Severability.** Every provision of this Employment Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such term or provision will be enforced to the maximum extent permitted by law and, in any event, such illegality or invalidity shall not affect the validity of the remainder of the Employment Agreement.

**27. Blue-Penciling.** If any court determines that any provision of this Employment Agreement, or any part hereof, or the application of any such provision, or any part hereof, to any person or circumstance is unenforceable or void, such court shall have the power to modify such provision, or any part hereof, to the extent necessary to render it legal and enforceable while preserving its intent, or if such modification is not possible, by substituting therefore another provision that is legal and enforceable and that achieves the same objective.

**28. Waiver.** None of my obligations under this Employment Agreement shall be deemed to have been waived by the Employer except if the giving of such waiver is contained in a written notice given to me and no such waiver shall be deemed to be a waiver of any other or further obligation I have under this Employment Agreement.

**29. Entire Agreement.** This Employment Agreement, the Employer's employment application, the Terms and Conditions of Service issued pursuant to the offer of employment and any documentation employing me or transferring me to the Employer, contain the entire understanding between me and the Employer or any other *Deloitte Entity* with respect to the subject matter hereof and supersedes all prior representations, warranties, and agreements with respect to such subject matter, and no representations, warranties or other covenants exist with respect to such subject matter that are not contained or expressly referred to herein. Notwithstanding the foregoing, any written agreement between a *Deloitte Entity* and me with respect to the subject matter hereof that was signed by me prior to the effective date of this Employment Agreement shall remain valid and enforceable according to the terms of such agreement with respect to all acts and omissions occurring prior to the effective date of this Employment Agreement. In the event of a conflict between this Employment Agreement and the employment application or any other document purporting to set forth terms and conditions of my *Employment*, this Employment Agreement will control.

**30. Transfer and Assignment.** Unless as the Employer shall otherwise determine, the rights, obligations and benefits of the Employer under this Employment Agreement, including but not limited to those rights and benefits relating to my post-Employment obligations set forth in this Paragraph 30 and in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19 and 23 above, are transferred and assigned, in whole or in part (as the Employer shall determine) and without the need for my consent

or the formality of documentation or prescribed processes, to (a) any *Deloitte Entity* in connection with my transfer to that *Deloitte Entity* or (b) any entity that acquires all or a part of the assets or business of the Employer. All provisions of this Employment Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, representatives, successors, and assigns of the Employer and me, and any *Deloitte Entity* to which I may be transferred during my *Employment*, provided, however, none of my duties or obligations under this Employment Agreement may be assigned or transferred by me to any other person or entity without the Employer's prior written approval of such assignment or transfer. Any purported assignments in violation of this Paragraph 30 shall be null and void.

**31. Headings.** The headings contained in this Employment Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Employment Agreement.

I have read the foregoing, understand it, and agree to comply with its terms.

**For Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
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Pooja Madnani

**Talent**

**Authorized Signatory**

Effective as of **November 13, 2022**, I accept all the terms and conditions of the Employer as stipulated in this Employment Agreement.

**A**

The definitions below apply to the italicized terms that appear in the Employment Agreement (including the exhibits):

**Attest Client** – attest client (or an affiliate of such client) of Deloitte & Touche LLP or a *Deloitte Entity*.

**Authorized Signatory** – a director, officer or other person who is authorized to sign on behalf of a *Deloitte Entity*.

**Confidential Information** – any information not generally known to the public, in any *Form*, that (1) relates to the operation of a *Deloitte Entity* or provides the *Deloitte Entities* with a competitive advantage, (2) consists of Personally Identifiable Information (*PII*) or other personal information about *Personnel*, client and other third party personnel, independent contractors, subcontractors, agents, vendors, suppliers or others which the Employer or another *Deloitte Entity* receives in the course of business, and (3) all other information entrusted to the Employer or another *Deloitte Entity* by clients and other third parties. *Confidential Information* includes, but is not limited to, *Intellectual Property*, supplier information, designs, business or marketing plans, forecasts and financial information, tax returns, tax identification numbers, agreements, client or prospective client lists, specific information about clients or prospective clients such as preferences for specific products and services, client or prospective client needs based on financial history and past purchases of services, client or prospective client development plans, specific rates charged to a client or offered to a prospective client and other business or client records. *Confidential Information* also includes, but is not limited to, debit or credit card information, employment applications, organization charts, performance ratings and other personnel records.

**Deloitte Entity** – the Employer, Deloitte LLP, and any corporation, company, partnership, limited liability company or other entity (a) that (i) is owned, directly or indirectly, in whole or in part, by Deloitte LLP (the “Deloitte U.S. Firms”), including but not limited to Deloitte LLP subsidiaries in India, the Deloitte Touche Tohmatsu verein, Deloitte Global Services Limited, Deloitte Global Services Holdings Limited, Deloitte Touche Tohmatsu Limited (“DTTL”) or any member firm of DTTL or affiliate thereof (collectively, the “DTTL Member Firms”) or (ii) controls, is controlled by or is under common control with any of the entities listed in clause (i); or (b) in which any *Personnel* participated on its behalf, or carried out any duties with respect to its affairs. For purposes of this Employment Agreement, the term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract, or otherwise.

**Deloitte Property** – *Confidential Information*, *Systems*, equipment, debit and credit cards issued in connection with my *Employment*, furniture, facilities and any and all other materials owned, licensed or leased by a *Deloitte Entity*, including, without limitation, computerized or electronic information and all copies thereof in any form or media, created by, furnished to, obtained by or prepared by me in the course of my employment in any capacity.

**Deloitte India (Offices of the US)** - The following companies shall be deemed to be the affiliates of each other and are collectively referred to as Deloitte India (Offices of the US): (i) Deloitte Consulting India Private Limited (ii) Deloitte Tax Services India Private Limited (iii) Deloitte Support Services India Private Limited (iv) Deloitte Financial Advisory Services India Private Limited and (v) Deloitte & Touche Assurance & Enterprise Risk Services India Private Limited.

**Electronic Communications** – all text, audio, video, images, information, data, files and attachments created, displayed, sent, received, posted, accessed or stored, whether deleted or not, by means of the *Systems*.

**Employment** – the nature of my relationship with the Employer or a *Deloitte Entity* pursuant to this Employment Agreement. Alternatively, and depending on context, *Employment* is the period of time during which this relationship persists.

**Form** - paper, computer disc, USB drive, website; any other tangible or electronic medium by which information may be stored or accessed; and human memory.

**Independence** – National Office (Independence) of Deloitte LLP.

**Intellectual Property** - works of authorship (including, without limitation, books, articles, data compilations, software and other copyrightable materials), materials, patents, inventions, designs, techniques, methodologies, processes, discoveries, know-how, ideas, trade secrets, moral rights, trademarks and other indicia of origin together with the goodwill therein, and all patent applications, copyright and trademark applications and registrations, and extensions and renewals thereof, throughout the world.

**Intellectual Property Rights** – all rights, title and interest in Intellectual Property.

**PCAOB** – the United States Public Company Accounting Oversight Board.

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**Personal Creations** – *Intellectual Property* that meet all of the following criteria: (1) it is conceived, developed, and created by me on my own time without using *Deloitte Property* or *Personnel* (during work hours), facilities, *Confidential Information* or *Works* of a *Deloitte Entity*, (2) it is unrelated to the actual or reasonably anticipated business or research and development of a *Deloitte Entity*, and (3) it does not result from any work performed by me and the *Personnel* (during work hours) for a *Deloitte Entity*.

**Personnel** – partners, principals, members, officers and employees of a *Deloitte Entity*.

**PII** – information (excluding business contact information such as an individual's name and one or more of the following: organization name, organizational title, organizational role, business address, business telephone number (including business cell phone number and business email address) relating to an identified or identifiable natural person. An identifiable natural person is a natural person who can be identified, directly or indirectly, by reference to an identification number or factors specific to his or her physical, physiological, mental, economic, cultural or social identity. Set forth below is a non-exclusive list of information that constitutes PII when such information relates to an identified or identifiable natural person:

- Account number (bank account, credit card, etc.)
- Address
- Biometric identifier
- Certificate or license number
- Date of birth
- Government identifiers (such as PAN)
- Name\*
- Personnel Number
- Photograph or video identifiable to an individual
- Vehicle identifier or serial number
- Other information related to an individual that may directly or indirectly identify that individual (e.g., salary, performance rating, purchase history, call history, etc.)

\* Note: When an individual's name is used with PII that is not business contact information, it is included in the definition of PII.

**Pre-existing Agreements or Arrangements** – agreements or arrangements that (1) relate to any *Pre-existing Creations*; or (2) may affect my ability to comply with the requirements of this Employment Agreement, including all contractual and other restrictions or obligations with other parties, including any post-employment restrictions and required notifications to the extent applicable under 18 United States Code §207, CFR 3.104-4, and India laws, rules and regulations that may or will impose limitations on my professional activities during my *Employment* (such as any non-compete agreements with prior employers and the one-year ban on lobbying contacts).

**Pre-existing Creations** – any *Intellectual Property* and *Intellectual Property Rights* that were developed or created by me, alone or with others, or otherwise acquired by me, before the period of my employment in any capacity with the Employer, in which I claim any ownership or right.

**Proceedings** – past or pending (1) actual or threatened claims or complaints of, or arising out of service to, present or former clients, (2) regulatory, self-regulatory, disciplinary, administrative, civil or criminal investigations, inquiries, charges, complaints, actions, sanctions, alternative dispute resolution proceedings, other proceedings or matters (other than criminal proceedings which relate solely to the operation of a motor vehicle) of any kind or nature, in India or any other jurisdiction, against me, including criminal proceedings arising out of my provision of professional services, proceedings brought by a professional association, or proceedings involving the Securities and Exchange Board of India, United States Securities and Exchange Commission or the PCAOB, other professional bodies like the Institute of Chartered Accountants of India or (3) matters of any kind or nature which could adversely affect my association with the Employer or my ability to perform my duties or responsibilities to the Employer, whether set forth in this Employment Agreement or otherwise, or my registration with or licensure by any governmental, quasi-governmental, or other regulatory agency, body or entity, in or outside the United States or India.

**Systems** – the communications systems or any part of such systems that a *Deloitte Entity* owns, licenses or operates and approves for use, including, but not limited to, e-mail, text messaging, Lotus Notes, Deloitte Online (eRoom), instant messaging, local area network, wide area network, Intranet (e.g., DeloitteNet, D Street), Internet, extranet, collaborative tools (e.g., blogs, wikis, etc.), laptop and desktop computers, servers, air cards, Personal Digital Assistants, cell phones, telephones and voicemail.

**Works** – all *Intellectual Property*, in any *Form*, created by me, alone or with others, during the period of my *Employment* that (1) is created within the scope of my *Employment*; (2) relates in any manner to the actual or anticipated business, research, or development of a *Deloitte Entity*; (3) results from any work assigned to or performed by me, alone or with others, for the Employer; or (4) is created with the use of *Deloitte Property*. **B**

**Pre-existing Creations; Pre-existing Agreements or Arrangements**

I understand and agree that the Employer makes no attempt to verify my claim of ownership to any of the *Pre-existing Creations* listed, and makes no admission that any *Pre-existing Creations* listed are owned by me.

[If yes, please enter details below]

Yes, I do have *Pre-existing Creations*,  
*Pre-existing*  
*Agreements or Arrangements*

X No, I do not have *Pre-existing*  
*Creations, Pre-existing Agreements or*  
*Arrangements*

**Title**

**Date**

**Brief Description**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Print)

ACCEPTED AND AGREED TO:

**Deloitte Tax Services India Private  
Limited**

DocuSigned by:

  
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Pooja Madhani

**Talent**

*Its: Authorized Signatory*

listed pursuant to Paragraphs 2 and 11 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment made in light of Paragraph 2 that *Pre-existing Creations*, if any, are described and explained in sufficient detail so that the likelihood of confusion between the employee's *Pre-existing Creations* and the Intellectual *Property* of a *Deloitte Entity* can be avoided or minimized in the future and further indicates that the *Pre-existing Agreements or Arrangements* have been obtained and reviewed and that the *Authorized Signatory* is satisfied that such *Pre-existing Agreements or Arrangements* will not interfere with the employee's ability to comply with the requirements of this Employment Agreement.

Off.: Floor 10, Deloitte Tower 1, Survey No. 41, Gachibowli Village, Ranga Reddy District, Hyderabad

\_\_\_\_\_  
C

**Proceedings**

**EXHIBIT**

[none, unless otherwise specified]

Yes, I do have *Proceedings* to report

X No, I do not have *Proceedings* to report

My signature below certifies that to the best of my knowledge, the information I have provided above, pursuant to Paragraph 3, is complete and accurate.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

**Exceptions to Post-Employment Restrictions: re: Clients**

[none, unless otherwise specified]

As specified in Paragraph 13, I agree that after a period of three (3) years from my start date or the date of my employment, as the case may be, the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on Exhibit D to support the application of the obligations of Paragraph 12 to those clients.

Yes, I do have  
Post-Employment Restrictions re: Clients

X No, I do not have  
Post-Employment Restrictions re: Clients



Name of ClientSpecified Kind of Services(s) Permitted

ACCEPTED AND AGREED TO:

**Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
 2B8F65B8ECE5489...

Pooja Madnani

**Talent**

Its: Authorized Signatory

Date

I have read and understood the above policy terms.

A n *Authorized Signatory's* signature is required only if information is provided pursuant to Paragraph 13 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment that criteria in Paragraph 13 have been fully satisfied, the clients listed have been properly identified, and the kinds of services permitted have been described with sufficient specificity.

**Terms and Conditions of Service**

In continuation to our offer of employment with **Deloitte Tax Services India Private Limited** (the "Employer"), please note the terms and conditions of service.

The italicized terms in these Terms and Conditions of Service are defined in **Exhibit A** of the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement hereto.

**Terms of Service****1. COMPLIANCE WITH INDEPENDENCE, ETHICS AND OTHER REQUIREMENTS**

Deloitte & Touche LLP performs attest services for certain of its clients and is subject to the independence requirements of, among others, the United States Securities and Exchange Commission (SEC), the United States Public Company Accounting Oversight Board (PCAOB), and the American Institute of Certified Public Accountants (AICPA). These requirements mandate that certain of the Employer's employees and their relatives be independent of some or all of such attest clients and their affiliates in accordance with the policies of Deloitte LLP and its subsidiaries (the "Deloitte US Entities").

Upon joining the Employer, you will be asked to review a listing of the attest clients and the affiliates of such clients of certain of the Deloitte US Entities and disclose relationships or financial holdings that you or your relatives may have that could affect the independence of the Deloitte US Entities. Any relationships or holdings that conflict with, among other things, the requirements of the SEC, the PCAOB or the AICPA or the independence or ethics policies of the Deloitte US Entities will need to be resolved immediately. Further, you will be required to comply with these policies throughout your career with the Employer, including, when applicable, maintaining a current list of certain of your financial interests (but not their value) in the independence tracking system.

As a condition to your joining the Employer and continued employment, you are required to complete a representation regarding your understanding of, and compliance with, independence and other matters, on a periodical basis (as requested beginning on

**EXHIBIT**

or prior to the date of you joining the Employer, annually thereafter, and upon certain changes in your role in the Employer), the details of which are provided in the independence representation. An example copy of this representation form is available for your reference on [www.deloittenet.com](http://www.deloittenet.com). The representation should be made to the best of your knowledge and ability. It is your responsibility to consult on any matter should you be uncertain or have a question. You are also requested to refer to [www.deloittenet.com](http://www.deloittenet.com) and *Independence* for more information in this respect. The representations made by you will be subject to an audit and may be reviewed by Deloitte LLP representatives and shared with certain third parties. If you are selected for such an audit, you will need to submit certain personal financial records to Deloitte LLP's internal audit team. Please be assured that Deloitte LLP fully intends to keep all information obtained through the audit process confidential and secure. You hereby give your consent to Deloitte LLP to use the information provided by you for such purposes as provided in the policies regarding independence and ethics.

In the event you (i) do not cooperate or comply with the independence requirements, or (ii) do not complete the necessary representations, or (iii) make inaccurate representation(s); you may be subject to disciplinary action including and up to termination of employment with the Employer.

Please feel free to contact or consult *Independence* should you require any further information or if you have any specific concerns in this respect.

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## **2. NON DISCLOSURE, NON SOLICIT AND INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AGREEMENT ("Employment Agreement")**

You will be expected to sign the Employer's Employment Agreement. Please contact Talent for further details.

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## **3. HARRASSMENT POLICY**

**Administrative Policy Release ("APR") 213** is the Employer's policy prohibiting harassment. Deloitte LLP's subsidiaries located in India ("Deloitte India (Offices of the US)") are committed to providing a working environment that is free from harassment based on caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis, in accordance with applicable Indian central, state or local law. Expressly forbidden are unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Depending on the circumstances, such harassment may also include conduct such as stereotyped or demeaning remarks or gestures or the display or circulation, whether in writing or electronically, of materials or pictures offensive to persons because of their caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis in accordance with applicable Indian central, state or local law. The full policy will be accessible to you on DeloitteNet after joining Deloitte U.S. India.

Off.: Floor 10, Deloitte Tower 1, Survey No. 41, Gachibowli Village, Ranga Reddy District, Hyderabad

#### 4. WORKING HOURS, HOLIDAYS, LEAVES AND MATERNITY BENEFITS

You will be provided with your standard working hours, which may vary over the course of your career. The Employer may, from time to time, subject to applicable laws, require the employee to work beyond these hours.

You shall be entitled to paid holidays and leave as per the Employer's policies.

Women employees are eligible for maternity benefits as per the recent amendments (2017) in the maternity benefit act, 1961, including having 26 weeks of maternity leave with pay, as applicable.

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#### 5. RETIREMENT AGE

The age of retirement for employees of Deloitte India (Offices of the US) is 60 years. Your employment will therefore automatically terminate at the end of the month in which you attain 60 years.

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#### 6. TRANSFERS

You may be transferred, assigned, or asked to attend training at the offices of a Deloitte Entity or its clients or third parties in India or abroad with or without additional compensation. In such an event, you will also be governed by the terms and conditions of service applicable to the transfer, assignment, or training.

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#### 7. NOTICE PERIOD FOR TERMINATION OF SERVICES

The notice period for termination of your services is **60 Days** by either side and/or salary in lieu of notice period on part of the Employer only.

The Employer expects all employees to maintain the highest standards of professional conduct at all times.

In order to assure orderly operations and provide the best possible work environment, the Employer expects you to follow rules of conduct that will protect the interests and safety of all personnel, including but not limited to the Code of Ethics and Professional Conduct.

In the event of any breach of the Code of Ethics and Professional Conduct, non-performance of a contractual obligation or the terms and conditions laid down in this Annexure, or if you engage in any misconduct whether or not in connection with or affecting the business or affairs of the Employer or the work conduct, as specified by Employer, you will be subject to disciplinary action up to and including termination of your services/ employment with the Employer without any notice or payment in lieu of notice notwithstanding any other terms and conditions stipulated herein.

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#### 8. MISCONDUCT

Misconduct may include but is not limited to:

- Irregular attendance: repeated or excessive absence, tardiness or early departures/ late comings without approval.
- Unreported or unapproved absence (including overstay of leave) for more than five consecutive days or deviation from assigned and accepted schedule for more than five days.
- Falsification or manipulation in background verification process or employment records, employment information, or other records prior to or after joining the Employer.
- Falsification or manipulation of Deloitte Time & Expense (DTE).
- Knowingly providing false statements, either verbally or in written form.
- Neglect of normal duties and functions.

- Practices such as reading personal materials during working time, having obscene or inappropriate posters or screen savers at your work station, playing games at your work station, etc.
- Continued discharge of work functions that do not meet the standards reasonably expected.
- Breach of the confidentiality provision in the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement including disclosing to any unauthorized person any *Confidential Information* or *PII*.
- Willful insubordination or disobedience, whether or not in combination with another, of any lawful and reasonable instructions of any member of management or any authorized person.
- Engaging in unapproved outside employment and activities as defined in APR 218 (US & IND) ([https://deloitte.net.deloitte.com/About/Policies/Admin/Pages/218\\_OutsideEmploymentActivities\\_US.aspx](https://deloitte.net.deloitte.com/About/Policies/Admin/Pages/218_OutsideEmploymentActivities_US.aspx)).
- Installing, downloading, copying or duplicating any unauthorized or unlicensed software, programs, games, or attachments on any computer system of the Employer or of any *Deloitte Entity* or its clients.
- Engaging in any illegal activities.
- Workplace violence, including threats of physical violence.
- Corporate credit card delinquencies.
- Causing damage to the property of the Employer, any *Deloitte Entity*, its clients, or their respective personnel
- Going on or abetting a strike in contravention of any law.
- Theft of any property belonging to another, the Employer or any *Deloitte Entity*, or their respective personnel, clients, or visitors
- Possession of firearms, explosives, knives or any instruments that can be used as an injurious or deadly weapon in the workplace or at any *Deloitte Entity* sponsored event.
- Corruption, fraud, or misappropriation of funds.
- Failure to comply with the policies, guidelines, rules and regulations of the Employer or a *Deloitte Entity* as applicable.
- Excessive personal use of the Employer's telephone, fax or computer systems.
- Failure to adhere to applicable laws.
- Any act prejudicial to or in conflict with the interests of the Employer or a *Deloitte Entity*.

The above terms and conditions are based on, and should be read in conjunction with, the Employer's policies, guidelines, procedures and other rules currently applicable, including but not limited to Administrative Policy Releases (APRs) and Deloitte India (Offices of the US)'s other policies, guidelines, rules, and regulations. The above rules are subject to amendments from time to time and the amended rules, policies, procedures, and guidelines would be posted on the Employer's Intranet site i.e. <https://deloitte.net.deloitte.com/Pages/Home.aspx> for employee reference. The policies will be updated from time to time in the future and we deem to have your consent to any and all such changes. Furthermore, upon acceptance of employment with the Employer, you may be requested to read and acknowledge acceptance of various policies and guidelines of the Employer. It is expected that you will read and acknowledge all such communications.

Effective as of **November 13, 2022**, I accept all the terms and conditions of the Employer as stipulated in these Terms and Conditions of Service.

Signature

Name

**Training Agreement****Dear :**

On behalf of **Deloitte Tax Services India Private Limited**, please accept our congratulations on your recent offer of employment to join the Company as **Tax Consultant I** pursuant to the terms and conditions of your offer letter dated **November 13, 2022**. You made a very favorable impression with everyone you met and we are excited about the possibility of you joining the Company.

As you may be aware, as a condition of employment with the Company, you may be required to travel Overseas to attend a series of training sessions for a period of up to 90 days. This training will be a combination of classroom procedural training as well as on-site training to observe employees conducting similar work at various client locations. This training represents the confidence we have in your ability to be a valuable member of the practice of the Company.

As per Company policy, we kindly bring to your attention that all employees attending training overseas are required to sign a Training Agreement which will obligate the employee to repay a calculated amount of the costs associated with the training, only if the employee resigns his/her position or are terminated for cause within a specified period after completion of the training (usually between 6 to 18 months). This repayment obligation disappears after the specified period of time has lapsed. We all look forward to seeing you again soon and having you join our team of outstanding professionals.

Sincerely,

For

**Deloitte Tax Services India Private Limited**

DocuSigned by:

*Pooja Madhuni*

By:

2B8F65B8ECE5489...

Signature

**Authorized Signatory**



## OFFER LETTER

Dear KARISHMA THAPA,

Subsequent to your meetings with Go Digit General Insurance Limited, we are pleased to make an offer of employment on the following terms and conditions:

- 1.1 You shall be appointed to the position of **Graduate Trainee Engineer – Analytics and Data Science**.
- 1.2 As an employee of the Organisation, your Gross Annual Compensation (Cost to Company) will be **Rs. 500000/-** (Rupees Four Lac Fifty Thousand Only).
- 1.3 Your Gross Annual Compensation will include a performance-linked variable of **11.00%** subject to achievement of pre-defined targets.
- 1.4 All terms and conditions of your employment, including the code of conduct, will be in accordance with the Company's policies and procedures and the Employment Agreement.
- 1.5 The Trainee Program will be for a period of **1 year** from your date of joining.
- 1.6 Your employment will also be dependent upon completion of your Graduation / Post Graduation as per the training programme.
- 1.7 Your employment with the Company is subject to:
  - (a) The accuracy of the testimonials and information provided by you; and,
  - (b) You being free from any contractual restrictions preventing you from accepting this offer and will return receipt of acceptance of this offer within 5 workings days.
- 1.8 At any time, the contract may be terminated by either party by giving 90 days' notice in writing. Go Digit General Insurance reserves the right to payment of salary in lieu of the notice period.
- 1.9 We are glad that you have accepted our offer. In order to confirm your joining, you would be required to submit a proof of your resignation from your current company



within 7 days of receipt of this offer letter. In case of failure to submit the same within the stipulated time period, the company reserves a right to withdraw this offer.

On the day of your joining kindly bring photocopies of your certificates (all education qualifications, address proof, Pan card copy, ID proof, all previous employers' certificates, Form 16, Last employer's salary slip of last 3 months, relieving Letter from last employer), along with four passport size photographs.

This offer is being issued subject to successful verification of all your documents submitted. As a token of your acceptance of our offer and the terms of this letter, please sign in the space provided below and return the same to us. We are excited at the prospect of having you join us and look forward to a rewarding association.

**Annexure A**  
**Compensation Entitlement Sheet**

|                               | Monthly       | Annual         |
|-------------------------------|---------------|----------------|
| Basic Salary                  | 11,667        | 140,000        |
| HRA                           | 4,667         | 56,000         |
| Education Allowance           | 200           | 2,400          |
| LTA                           | 972           | 11,662         |
| Statutory Bonus               | 972           | 11,662         |
| Special Allowance             | 12,495        | 149,942        |
| <b>Gross Salary</b>           | <b>30,972</b> | <b>371,666</b> |
| <u>Employer Contributions</u> |               |                |
| EPF                           | 1,800         | 21,600         |
| ESI                           | 0             | 0              |
| Gratuity                      | 561           | 6,734          |
| <b>Fixed Compensation</b>     | <b>33,333</b> | <b>400,000</b> |
| <b>Variable Pay</b>           |               | <b>50000</b>   |
|                               |               |                |
| <b>Annual Cost to Company</b> |               | <b>450,000</b> |

**Deductions:**

|                |               |               |
|----------------|---------------|---------------|
| EPF            | 1,800         | 21,600        |
| ESIC           | 0             | 0             |
| PT Deduction   | 200           | 2,500         |
| <b>Net Pay</b> | <b>28,972</b> | <b>500000</b> |

\*TDS deduction is subject to taxable income.

\*\*If your Annual Compensation includes a performance-linked variable then the payment will be subject to achievement of predefined targets. Variable pay shall be paid depending upon the performance of the employee and as per the company policies. Employee who has resigned or is serving his/her notice period, as on the date of payment, will not be eligible for payment of variable pay.

\*\*\* Eligibility for increment shall be depending upon the performance of the employee and as per company policies. Employee who has resigned or is serving his/her notice period will not be eligible for increment.

Sincerely,

**For Go Digit General Insurance Limited**



**Amrit Jaidka Arora**  
**CHRO**

**Vibhanshu Patel**





Date – 26-Nov-2021

**Internship – Offer with Cyware Labs**

Dear Karthik G,

We are happy about the prospect of you, joining the Cyware Labs. We are in the process of creating a company that will be globally recognized as a leader in field of disruptive security innovation. To help us accomplish our objectives and continue our growth, we are recruiting a strong and aggressive team that is ready, willing and able to think outside the box, bring our offerings to market, ensure customer satisfaction and contribute to the overall growth of our organization.

Following are the details of your employment offer:

- **Internship Designation:** Software Development Engineer -Intern
- **Work Location:** Bangalore
- **Joining Date:** 03<sup>rd</sup> January 2022
- **Internship Period:** You will need to complete your internship for a period from 03<sup>rd</sup> January 2022 to 30 June 2022. Your performance will be reviewed as necessary by your manager. In case of failure to comply with any of the conditions, the internship offer will be revoked.
- **Full-Time Employment:** Your future anticipated compensation structure as a Full time Employee is attached herewith in Annexure A. Your full-time employment will be subject to your successful completion of the internship period which will be evaluated by your manager. All the payments made to you will be subject to applicable taxes before disbursement.
- **Probationary Period during Full-time Employment:** You will be on probation for a period of 90 days from the date of your full-time appointment. Your performance will be reviewed as necessary by your manager. If in the opinion of the Company you are found suitable in the appointed post, you will be confirmed.

**Internship Stipend**

Internship Stipend – **40,000 INR** per month.

\*-The candidate agrees to return to the company, the entire stipend paid during the internship period if he/she leaves the company before completion of one year from the original date of joining.

\*- All taxes will be deducted as per Indian taxation laws, if applicable.

**Full-time Employment Compensation**

Your compensation will comprise of the amount as given in Annexure A. All the payments made to you will be subject to applicable taxes before disbursement.

**Full-time Employment Benefits**

Full time employment benefits will also be applicable only after you complete successful internship with Cyware.

**Joining Bonus**

Joining bonus is a one-time payable component and is paid along with the salary after the successful completion of the probation period (90 days) from the date of joining. The employee agrees that upon the termination of his/her employment with the company before **24 months** from the date of joining for any reason whatsoever, the Company will be authorized to fully recover the Joining Bonus from the employee's salary or Full and Final Settlement, as applicable.

**Performance Review**

Your Compensation will be reviewed based on your performance as part of the Company's normal Compensation review process.

**Professional Contribution**

You agree, to the best of your ability and experience, that you will, at all times, loyally and conscientiously perform all of the duties and obligations required of you pursuant to the express and implicit terms of this Letter, and to the reasonable satisfaction of the Company. During the term of your employment, you further agree that you will devote all of your business time and attention to the business of the Company.

**Data confidentiality**

You will have access to database and other confidential and/ or proprietary information of the company during your employment with Cyware Labs India Pvt Ltd. The data/ information will include and will not be limited to any data owned

by the company, content, images, software, intellectual property developed or acquired by the company, etc. Under no circumstances can you download this data or take it out of the designated systems or premises or use it for any purpose other than that designated by the company.

In case you are found involved in data stealth or breach of data security norms of the company either directly or indirectly, the company reserves the rights to take actions, including legal actions on you.

### **Non-Compete**

Upon acceptance of this offer, you also agree that you will not render commercial or professional services of any nature to any person or organization, whether or not for compensation, without the prior written consent of the Company's management, and you will not directly or indirectly engage or participate in any business that is competitive in any manner with the business of the Company during your employment.

I look forward to your response and having you onboard to help Cyware Labs India Pvt Ltd to an exciting future.

### **Notice Period**

During the internship period, if the Employee decides to resign, he/she must give a prior written notice of **one (1) month** to the Company. The Company may at its sole discretion permit an early relieving to the intern.

During the probation period, post becoming a full-time employee, if the Employee decides to resign, he/she must give a prior written notice of **one (1) month** to the Company. The Company may at its sole discretion allow the Employee to leave the Company with a payment of **one (1) month's** salary in lieu of the notice period or waive all or any part of the notice period. Post the completion of the Probation period, if the Employee decides to resign from the Company at any time, he/she may do so by giving a prior written notice of **two (2) months** to the Company. Any resignation would have to be accepted by the Company to become effective. Once accepted, the resignation cannot be withdrawn by the Employee without the express consent of the Company.

**On Separation**

On acceptance of separation notice, you will immediately hand over to the company all company assets including laptop, correspondence, specifications, algorithms, processes, documents, data, market data, literature, drawings, effects or shall not make or retain any copies of these items, before you are relieved.

I look forward to your response and having you onboard to help Cyware Labs India Pvt Ltd to an exciting future.

With Best Wishes,



Prerna Kohli,  
Director Human Resources,  
**Cyware Labs India Private Ltd.**

## ANNEXURE A – FULL-TIME EMPLOYMENT COMPENSATION & BENEFITS STATEMENT

**Name:** Karthik G

**Full Time Designation:** Software Development Engineer – Intern

| Salary Break up                                                                                                                                                                                                                                                                                                                                                                                                                      | Monthly       | Annual           |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|------------------|
| Basic                                                                                                                                                                                                                                                                                                                                                                                                                                | 37,500        | 450,000          |
| HRA                                                                                                                                                                                                                                                                                                                                                                                                                                  | 15,000        | 180,000          |
| Conveyance Allowance                                                                                                                                                                                                                                                                                                                                                                                                                 | 1,600         | 19,200           |
| Medical Allowance                                                                                                                                                                                                                                                                                                                                                                                                                    | 1,250         | 15,000           |
| Food Allowance                                                                                                                                                                                                                                                                                                                                                                                                                       | 2,200         | 26,400           |
| Spl Allowance                                                                                                                                                                                                                                                                                                                                                                                                                        | 2,250         | 27,000           |
| Employer PF Contribution                                                                                                                                                                                                                                                                                                                                                                                                             | 4,500         | 54,000           |
| Employee PF Contribution                                                                                                                                                                                                                                                                                                                                                                                                             | 4,500         | 54,000           |
| LTA                                                                                                                                                                                                                                                                                                                                                                                                                                  | 5,000         | 60,000           |
| Telephone                                                                                                                                                                                                                                                                                                                                                                                                                            | 1,200         | 14,400           |
| <b>Gross</b>                                                                                                                                                                                                                                                                                                                                                                                                                         | <b>75,000</b> | <b>9,00,000</b>  |
| <b>Annual Pay</b>                                                                                                                                                                                                                                                                                                                                                                                                                    |               |                  |
| Annual pay :<br>To be paid upon 12 months of completion at Cyware                                                                                                                                                                                                                                                                                                                                                                    |               | 1,00,000         |
| <b>Total CTC</b>                                                                                                                                                                                                                                                                                                                                                                                                                     |               | <b>10,00,000</b> |
| <b>Other Benefits</b>                                                                                                                                                                                                                                                                                                                                                                                                                |               |                  |
| Joining Bonus to be paid post successful completion of Probation Period <b>(90 Days)</b> via monthly payroll cycle.                                                                                                                                                                                                                                                                                                                  |               | 1,00,000         |
| Gratuity (Will be paid based on the provision of Gratuity Act)<br>The payment may vary based on your current basic at the time of the payout and your eligibility as per the Gratuity act                                                                                                                                                                                                                                            |               | 21,635           |
| <b>Overall CTC</b>                                                                                                                                                                                                                                                                                                                                                                                                                   |               | <b>11,21,635</b> |
| <b>Stocks</b>                                                                                                                                                                                                                                                                                                                                                                                                                        |               |                  |
| <b>500 stocks of Cyware Labs Inc USA.</b><br>- 25% of the Stock Options shall be vested on the date that is twelve (12) months after the Date of Option Grant and thereafter thirteenth month onwards 6.25% of stock options shall be vested every quarter until 100% of them are vested at the end of 48th month from the Date of Option Grant.<br>- These stock options will be allotted after completion of the probation period. |               |                  |

*“The offer of full-time employment is subject to approval based on the candidate’s performance during the internship period”*

**One-time Relocation Reimbursement:**

- As part of your offer with us, we are extending you a **One-time Relocation Reimbursement of INR 25000/-** so that you can Self-manage your **Travel & Accommodation** (Including transfers and any travel means that you may choose - Air/ Train/ By Road).
- This reimbursement is applicable for **90 days period** from the **Date of Joining** and one must submit the actual expenses to claim the reimbursement and submit all Bills.
- This expense can include your family member, who may want to accompany you to help in settling at Bangalore.

**Note:** Relocation reimbursement is recovered as per the Claim amount, in case you leave the company with in **18 months** from your **Date of joining**.

\*-All taxes will be deducted as per Indian taxation laws.

### **Full-Time Employment Flexible Benefits Plan**

Cyware provides several benefits to its full-time employees. These benefits will be available to interns only after their employment is confirmed by the company after the completion of their internship tenure.

**Broadband Reimbursement:** Cyware provides all its employees broadband reimbursement of up to Rs.1000 every month or as per actual whichever is lessor, on submission of bills.

**Vaccination Reimbursement:** Cyware provides vaccination expenses reimbursements upon successful completion of both the Jabs.

**Company Provided Meals:** Cyware provides fully paid company meals to its employees at Bangalore office. All employees are eligible for meals including Breakfast, Lunch, Evening Snacks, and Dinner. The workplace also has an inhouse free pantry with access to unlimited beverages and snacks throughout the working hours.

**Referral Bonus:** Employee referral bonus of up to Rs 50,000 is paid to any employee who refers an applicant based on the hiring campaign announced by the Hiring team.

**Education Reimbursement:** Cyware reimburses all educational courses (online included), certifications, and attendance at relevant conferences undertaken by its full-time employees up to an amount of Rs 10,000 each year. The courses and certifications undertaken by an employee must be related to his/her role in Cyware for being eligible for reimbursement and should be pre-approved by his/her manager. The course fee is recovered in case an employee resigns within 6 months of taking the education reimbursement.

**Performance-based ESOPs:** Full-time employees at Cyware are recognized for their company-wide performance and given Performance Based ESOPs. Employees have to meet certain criteria before they become eligible for such stocks.

*25% of the Employee Stock Options shall be vested on the date that is twelve (12) months after the Date of Option Grant and thereafter thirteenth month onwards 6.25% of stock options shall be vested every quarter until 100% of them are vested at the end of 48th month from the Date of Option Grant.- 25% of the Stock Options shall be vested on the date that is twelve (12) months after the Date of Option Grant and thereafter thirteenth month onwards 6.25% of stock options shall be vested every quarter until 100% of them are vested at the end of 48th month from the Date of Option Grant.*

**Cab Reimbursement:** All full-time employees at Cyware who leave office after 11.00 pm are eligible for full reimbursement of their cab fare from office to home. The employees are eligible for reimbursement, only if the stay in the office post 11.00 pm is due to official work.



**Creche Reimbursement:** If you are a regular full-time employee at Cyware, you are eligible to receive childcare reimbursement of Rs 5000 per month on submission of the actual bill. The expense incurred should be on or after your date of joining.

Should you have any questions in respect of the content of this letter, please do not hesitate to contact the Human Resources Department.

### **ACCEPTANCE**

I have read, understood and accepted the terms and conditions of the above Offer Letter including the compensation package relating to my services and employment with Cyware Labs India Private Ltd.

As a token of acceptance I am confirming the offer acceptance, to the Cyware HR team via email.



## Offer Letter - Intech Additive Solutions Pvt. Ltd.

Dear KARTHIK K

Congratulations! We are pleased to offer you a position with Intech Additive Solutions Pvt. Ltd. in our DfAM group. The **internship** will be for 6 (Six) months. We will assess your performance over the initial months of the internship and convert your internship to a full-time job **offer** if your performance meets our requirements – to commence as soon as you graduate with the CTC of **INR 7,00,000/-**

Your stipend will be **INR 15,000/- (Indian Rupees Fifteen Thousand only) per month** for the internship duration, subject to the deduction of withholding taxes and statutory levies under applicable law towards your services.

Please confirm your acceptance of our internship offer via email as soon as possible.

You will be required to produce the following documents at the time of joining - Aadhar Card, PAN Card, and Bank details (Soft copy of cheque or 1st page of passbook).

During the internship period with us,

- Please follow instructions from your supervisors diligently and earnestly about your work.
- The company's rules and regulations will govern you.
- Confidentiality: You must maintain confidentiality associated with the company's information, including customer information. In this regard, you will sign a Confidentiality Agreement with the company.

We wish you the very best!

Best regards,

Murari Venkataraman Vice  
President - Operations Intech  
Additive Solutions Pvt. Ltd.  
#239, 11th Main Road,  
2nd Cross Road, 3rd Phase,  
Peenya Industrial Area, Bengaluru  
560058.



## Welcome to Wipro's Work Integrated Learning Program ("WILP")

**Work Integrated Learning Programme**  
**Wipro Limited, Dodda Kannelli**  
**Sarjapur Road, Bengaluru - 560 035.**  
**Phone: (080) 28440011/12, Fax: (080) 28440256**

Dear KARTHIK SHARMA,

### **Sub: Enrolment letter to Wipro's Work Integrated Learning Program ("WILP") as Scholar Trainee – Work Integrated Learning Program**

Welcome to WILP!

With reference to your application, it is our pleasure to enroll you as a Scholar Trainee – Work Integrated Learning Program. This is a scholarship program customized as a robust academic and training program which will enable you to obtain M-Tech degree from one of the premier engineering institution / University in India.

The duration of the academic program shall be 48 months from the **date of enrolment to the academic program**. You will be enrolled into the academic program within 12 months from date of joining. Your date of joining will be intimated through a separate communication.

We hope you enjoy the learning with WILP and have an enriching experience being a part of Wipro Limited ("Wipro or "Company").

Please read through the terms and conditions of your enrolment as provided below.

We look forward to having a long and fruitful relationship with you at WILP, Wish you all the best!

Yours sincerely,  
For **Wipro Limited**,

**Aparna Shailen**  
**General Manager - Human Resources**

### **Endorsement**

I accept the enrolment and the terms and conditions thereof as specified below. I shall report for undergoing study on

### **Terms & Conditions of Scholarship**

#### **1. PROFILE:**

You have been selected to be a part of Wipro's WILP and are enrolled as a Scholar Trainee- Work Integrated Learning Program. Upon joining WILP, you will have to undergo a "Project Readiness Program" ('PRP') that prepares you to participate in projects at the Company as part of this learning program. This robust academic program will also enable you to obtain **M-Tech degree from one of the premier engineering Institution / University** upon successful completion of the course.

#### **2. DURATION:**

The duration of your academic program will be for a period of 48 months from the date of enrolment to the academic program. You will be enrolled into the academic program within 12 months from date of joining. Unless the Company extends the period of your study in writing, which is done solely at the discretion of the Company, your enrolment would automatically terminate at the end of the stated 48 months.

In case the Company extends the academic period (in writing) you will continue to be enrolled as a Scholar Trainee – Work Integrated Learning Program with WILP.

### 3. Appointment details:

We provide support to our global customers through various Company locations in India to suit customer requirements by operating 24x7. You would be operating from any of these locations and in any of the shifts, including night shift, as may be decided by the Company, keeping in mind the business needs and deliverables to customers.

### 4. Scholarship/Stipend and Benefits

During your period of enrolment, you would be entitled to a consolidated monthly scholarship.

Apart from the monthly scholarship, the Company will provide you with life & accidental insurance that would include a cover for you, the premium / cost will be taken care of by Wipro. This is a voluntary benefit offered by the Company and the details of the same are listed below.

- i. A Group Personal Accident Insurance (GPAI) coverage of **Rs.12,00,000/-**. You could also choose to get additional coverage for a nominal and highly negotiated premium. More details on the policy are available in My Policies section in myWipro, the HR portal at Wipro.
- ii. Group Life Insurance coverage of **Rs.14, 00,000/-**. This sum insured is inclusive of cover as per EDLI (Employee Deposit Linked Insurance). You can also get an extra coverage for a nominal and highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

In addition to the above, you are also eligible for medical insurance cover towards hospitalization.

You are eligible for a floater coverage of Rs.2,00,000/- per annum for family (self, spouse & children) towards hospitalization. There will be a deduction from your monthly scholarship/stipend depending on your marital/family status towards the base sum insured premium. 10% of the claim amount would need to be borne by the employee/Scholar trainee.

Base Medical insurance is to be availed by the employee as default. It is accounted for in deductions as a nominal monthly charge. Top-Up cover is voluntary and charged as applicable during renewal timelines.

If you wish to enhance the coverage, a top up cover option is also available for a highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

The below table lists down your scholarship details:

| Period      | Scholarship | ESI | Consolidated Scholarship (Rs. Per Month) |
|-------------|-------------|-----|------------------------------------------|
| First year  | 15000       | 488 | 15,488/- (*)                             |
| Second year | 17000       | 553 | 17,553/- (*)                             |
| Third year  | 19000       | 618 | 19,618/- (*)                             |
| Fourth year | 23000       | 0   | 23,000/- (*)                             |

(\*) You shall be responsible for payment of all statutory contributions, taxes, dues and levies as may be required under the relevant laws including contributions under Employees' State Insurance Corporation Act (**at 0.75% of your Scholarship**) as and when applicable to you. Such contributions, taxes, dues and levies where required, shall be deducted from your Scholarship and benefits according to applicable laws and regulations.

Your fourth-year scholarship will continue until completion of your M-Tech program. Your enrolment into the MTech academic program within 12 months from date of joining.

You shall be eligible to receive a onetime "joining bonus" of Rs.75,000 after you join Wipro along with your first month salary. All applicable taxes on the payment of this amount will be borne by you. Please note in the event you leave the organization within 12 months from the date of joining, payment processed under Joining bonus shall be recovered from the employee at the time of exit.

The enhancement of the scholarship at the end of each academic year of study will be at the discretion of the Company and subject to your satisfactory progress of study, acquisition of skills, behavior, regularity and punctuality in attendance. Your continued enrolment in the course, will be at the discretion of the Company, and is subject to satisfactory academic performance and other requirements as prescribed in the WILP portal.

In case your project performance at any stage is not found to be at par with the requirement of WILP, then you would be placed on performance improvement program (PIP). If you fail to successfully complete the PIP, the Company may at its sole discretion discontinue your enrolment in the WILP program.

#### **Book Allowance:**

A Book Allowance of Rs.1,250/- will be provided to you per semester. This allowance will be given every semester except the last semester when you will be engaged in dissertation. The allowance will be paid to you centrally along with your scholarship during the course of each semester. The allowance will be subject to tax. Book allowance is applicable and paid only when you are registered for the semester.

#### **5. Training Agreement:**

- i. This letter of enrolment is subject to the execution of a training agreement in the prescribed proforma with Wipro Limited, Sarjapur Road, Doddakannelli, Bengaluru-560035 on or before joining the program ("Training Agreement").
- ii. This Training agreement shall be for a total period of 60 Months where you will be mentored for developing your skills and knowledge. This included technical training, in various formats, both online and offline and practical experience in various projects. The Company invests on your behalf for the cost of these trainings. Should you discontinue the WILP program or your enrolment with WILP is cancelled for any reason whatsoever before the completion of 60 months from the date of joining, the training expenses of Rs.75,000/-(Rupees Seventy five thousand only) will have to be paid by you as detailed in the Training Agreement.

#### **6. PROJECT READINESS PROGRAM (PRP)**

Upon enrolment, you will have to undergo a Project Readiness Program (PRP) to prepare you to participate in projects. This is offered by Wipro's - Talent Transformation Department to all campus and off-campus selects. The broad objective of PRP is to equip you with the necessary knowledge and skills that will enable you to start working on real-life project work which is an integral part of the WILP.

#### **7. Regulations of Academic study:**

- i. You will be enrolled for M-Tech program with a renowned institution ("University") that collaborates with Wipro for WILP.
- ii. Course specialization includes but is not limited to Software Systems, Software Engineering, Information Technology, Computing Systems and Infrastructure Management, Data Analytics, IoT, Cloud, Digital & Cyber security, Embedded Systems.
- iii. Your specialization and enrolment would be decided based on prevailing business requirements and decision of the Company is final and binding.
- iv. You will not be able to change Specialization track after enrolment.
- v. Overall program duration is 4 years from date of enrolment of academic program.
- vi. As per the program structure, a WILP Scholar trainee will register and pursue 4 to 6 courses per semester over 7 semesters.
- vii. You will be required to submit a project work / dissertation in your final semester (8<sup>th</sup> semester of your program). This will enable you to advance your professional capabilities by applying concepts and techniques in projects.
- viii. Each course has multiple evaluation components. This includes an assignment component, quiz, mid-semester examination and comprehension examination. All evaluation components are mandatory for securing a pass grade in a course as prescribed by the partnering institution.

- ix. Contact classes are organized as per the handout and calendar prepared and shared by the University at the beginning of each semester. In the normal course, one session of 2 hours duration per course per contact class is organized.
- x. You will be called upon to undergo studies during the hours and days as may be fixed by the Company from time to time. Normally, the study hours would be from 9:00am to 6:00pm
- xi. The faculty will take attendance/circulate attendance sheets for every session. It is your responsibility to ensure that your attendances are recorded properly.
- xii. WILP Scholar trainees are expected to be on time for every session. Punctuality is non-negotiable and the faculty reserves the right to deny entry and attendance to late comers.
- xiii. Attending 75% of contact session is mandatory for each course to appear for examinations.
- xiv. Not attending classes for reasons like medical/on the job training /late coming/personal problems and other similar reasons would be treated as absenteeism.
- xv. Scholar trainees who fail to meet the minimum attendance criteria will not qualify for comprehension exams for any of the registered courses in that semester.
- xvi. For any reason, you are not able to meet the minimum attendance criteria or not complete the mandatory assignments / quiz / examinations in any semester, you are required to repeat the same semester as and when the next batch is organized. In such cases, rules and regulations governing academic programs at that time would be applicable. In addition, additional semesters fees are to be borne by you as prescribed by the University.
- xvii. At the end of each semester, the performance of each Scholar Trainee in a course, is specified as a letter grade which is obtained through a Relative Grading procedure
- xviii. Any Scholar trainee securing 3 or more cumulative fail grade at any point in time will be expelled from WILP Program.
- xix. The 8th semester of study is fully devoted for dissertation / project work
- xx. If a Scholar trainee's CGPA is less than 5.5, the Scholar trainee will not be permitted to register for the dissertation. He/she has to re-appear for exams and secure a CGPA of 5.5 before taking up the dissertation. Also, a Scholar trainee with an E grade in any course will not be permitted to register for the Dissertation
- xxi. Project / Dissertation work has to be carried out by each individual separately. Teamwork is not permitted.
- xxii. The dissertation has to be completed strictly as per the guidelines that are outlined by collaborating institution.
- xxiii. WILP Scholar trainees are expected to maintain decorum and discipline in line with Wipro's professional work culture and environment.
- xxiv. In cases where a Scholar trainee deviates from the expected behaviour as prescribed by the WILP and partnering institution from time to time , strict action will be taken and the decision of the WILP Team / faculty /, University would be final and binding.
- xxv. Breach of integrity will be dealt with sternly. Such Scholar trainees will be asked to discontinue their studies and also expelled from WILP program.
- xxvi. On successful completion of the study, you will be eligible to receive the M-Tech degree from the collaborating University, in recognition of your successfully completing the course.
- xxvii. All Scholar trainees of the WILP will be given testimonials at the end of the successful completion of the M-Tech degree program. The testimonial contains the timeline in the WILP and the kind of project works carried during this opportunity.

Mode of contact session, examination pattern and other academic program norms are subject to change based on the prevailing situation / University norms declared from time to time. Decision of the University would be final and binding.

## **8. Conflict of Interest:**

- i. During your enrolment period with the WILP, you will focus exclusively on the requirements of the program. In addition to your study and academic requirements, you are required to engage yourself exclusively in the work assigned by Wipro and shall not take up any independent or individual assignments (whether part time or full time, in an advisory capacity or otherwise) directly or indirectly without the express written consent of Head /

## Manager of WILP Academy

- ii. You shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any person who is involved in activities, which are or shall be in conflict with the interests of Wipro.
- iii. The Conflict of Interest Policy also refers to the need on your part, during your enrolment and for a period of one year from the cessation of your enrolment with WILP (irrespective of the circumstances of, or the reasons for, the cessation) not to solicit, induce or encourage:
  - a. Any student/scholar trainee of the WILP to abandon /withdraw their enrolment with the program or to accept enrolment and/or employment with any competitor, supplier or any customer with whom you have a connection.
  - b. Any employee of Wipro to terminate their employment with Wipro or to accept employment with any competitor, supplier or any customer with whom you have a connection.
  - c. Any customer or vendor of Wipro to move their existing business with Wipro to a third party or to terminate their business relationship with Wipro.
  - d. Any existing employee and/or student of WILP to become associated with, or perform services of any type for any third party.
- iv. In case of any conflict or doubt, please discuss the matter with Head / Manager of WILP, to understand Wipro's position on this and resolve the conflict.

## 9. Obligation and Responsibilities:

- i. During the study period you will be governed by the WILP regulations and instructions as may be modified, from time to time, in relation to conduct, discipline and other matters.
- ii. During your study as part of WILP, Company expects you to undergo study in the area in which you are placed, with a high standard of initiative and efficiency. This is critical and Company has zero tolerance towards any deviations.
- iii. You would not be allowed to seek membership of any local or public body without the written approval from the Head / Manager of WILP.
- iv. During the study period and thereafter, you would not be allowed to give out to anyone in writing or by word of mouth or otherwise, particulars or details of work - process, technical know-how, research carried out, security arrangements, or administrative and/or organizational matters of confidential or secret nature which you may come across during your academic study or become known to you by virtue of your undergoing study under WILP or otherwise.
- v. You are bound by all regulations, instructions and policies of the WILP and Wipro. These are updated / modified on a periodic basis and new policies may be introduced and notified to Scholar trainees from time to time and you will be bound to comply with the same.
- vi. In consideration of the opportunities, trainings and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by WILP/Wipro and in the course of your association with WILP. This covenant shall endure during your association and beyond the cessation of your association with WILP (irrespective of the circumstances of, or the reasons for, the cessation).
- vii. In connection with your association with Wipro as part of the WILP and during the term of your association upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business or academic session hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

During the period of academic study, if you develop or conceptualize inventions, ideas, concepts, discoveries, techniques and improvements (including without limitation computer software) solely or jointly with others in relation to the operation of the WILP / Wipro, such developments will be fully communicated to the WILP academy and will be the sole intellectual property of Wipro. You agree to cooperate in the execution of documents to facilitate the assignment of such intellectual property when required.

## 10. Confidentiality:

- i. In consideration of the opportunities, training and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by Wipro and in the course of your enrolment. This covenant shall endure during your enrolment and beyond the cessation of your enrolment with Wipro (irrespective of the circumstances of, or the reasons for, the cessation).
- ii. During your training on projects at Wipro, you will be expected not to use or disclose any confidential information, including trade secrets, of any former employer (if any) or other person with whom you have an obligation of confidentiality and by signing below you affirm that you have no conflicting obligations or non-compete agreements that would prevent you from working without limitation for Wipro.

## **11. Assignment of Intellectual Property**

In connection with your enrolment and during the term of your enrolment, upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

## **12. Posting**

During the initial study period, initially you would be made familiar with Wipro, but you may if needed be re-assigned or transferred to another division, department, establishment or new location where Wipro, has its office or operation and WILP classes are running in the particular location, in India, without enhancing the scholarship amount. On placement of this nature, you will also be governed by the disciplinary rules and regulations as applicable in that unit/branch. You may also be placed in any sister company of Wipro, for practical studies.

## **13. Misconduct:**

- i. In case you are charged with any misconduct or disciplinary issue during your study period, your enrolment with WILP may be temporarily placed on suspension without payment of scholarship amount, for such period as Wipro may deem fit. If the charges against you are proved to be true, your enrolment may be immediately cancelled, without any notice or payment of scholarship in lieu of notice notwithstanding any clause of this letter of enrolment. It is clarified that this clause is without prejudice to Wipro's rights to enforce the Training Agreement duly signed by you even after cancellation of your enrolment for whatever reasons as the case may be.
- ii. Notwithstanding the condition regarding written notice of termination and without prejudice to Wipro's right to enforce the Training agreement, Wipro shall have the right to terminate your academic study without any notice or payment of scholarship in lieu thereof, if any declaration given or information furnished by you to WILP/ Wipro is found to be false or if you are found to have willfully suppressed any material information.

**Please note that at any stage, whether during your selection process or upon enrolment with the WILP, if it is brought to our notice that you have indulged in malpractices or used illegal means to clear your online assessment, Wipro shall withdraw or revoke the enrolment and cancel the same with immediate effect and we reserve our rights to take suitable action against you as we may deem fit.**

## **14. Cancellation of Enrolment:**

Notwithstanding any of the clauses of this letter of enrolment, Company reserves the right at its sole discretion to cancel this enrolment during the study period without assigning any reason, by giving one month's (30 days) notice or one month's scholarship/stipend in lieu of notice.

## **15. Study Hours:**

- i. As a Scholar Trainee – Work Integrated Learning Program, you will be called upon to undergo studies during the hours and days as may be fixed by WILP from time to time as per the University requirements.
- ii. You would be assigned to any of the locations and any project work as part of your WILP as may be decided by the Company.
- iii. The full day lecture sessions will be held at any of Wipro's other establishments/outourced venue. You may also be called upon to attend academic study as and when required on holidays, as may be scheduled in accordance with the convenience of the organizing team of the WILP.
- iv. The university will plan contact classes in multiple format to suit the project work situations and university guidelines such as contact classes in ILT (instructor Led training) and / or VILT (virtual Instructor Led Training and Self-Directed / Recorded lecture sessions).



## 16. General:

- i. This letter of enrolment is subject to the condition that you have not provided us with any false declaration or wilfully suppressed any material information. If you have, you will be liable for cancellation of enrolment from the WILP without any prior notice.
- ii. The terms of this letter of enrolment may be specifically enforced legally, if required. In this connection, if any of the provisions of this letter are declared or found to be void or unenforceable due to any reason whatsoever, the remaining provisions of this letter shall continue in full force and effect.
- iii. These enrolment terms supersede and replace any existing agreement or understanding, if any, between Wipro and you relating to the same subject matter.
- iv. You warrant that you are not prevented by a court or by any other administrative or judicial order from enrolling under this agreement. In the event that you are not a citizen of the country of posting, you should have a valid work permit to work in the country of posting.
- v. During the period of enrolment you are required to comply with all policies of WILP and Wipro. These policies are updated / modified on a periodic basis and new policies may be introduced and notified to the Scholar Trainees from time to time. You agree to comply with all policies as modified from time to time.

## 17. On Completion/Cancellation of Academic Program:

- i. On Completion of the academic program or cancellation of your enrolment , as the case may be, you will immediately surrender to Wipro/ the Academy all specifications, formulae, documents, literature, drawings or records, etc. belonging to Wipro/ the Academy or relating to its business and shall not make or retain any copies of these items.
- ii. You are not eligible to receive testimonial certificate if you do not successfully complete the academic study in accordance with this letter of enrolment and the study scheme formulated by the Academy.
- iii. Wipro reserves the right to offer employment at its sole discretion to a Scholar trainee on successful and satisfactory completion of the academic study.

## 18. Acceptance of Enrolment Letter:

Upon accepting the above terms and conditions, you are required to return the duplicate of this letter of enrolment, duly signed by you as a token of your acceptance on the day of joining WILP program.

Please confirm that the above terms are acceptable to you and that you accept the enrolment by signing a copy of this letter of enrolment and submit the same on the date of joining.

## 19. Work Allocation:

As part of your work responsibilities, you may be assigned to work on certain projects/accounts or other assignments as may be deemed fit by the Company in its sole discretion. Refusal to accept and deliver on such assignments shall be treated as a refusal to work and may result in termination of your employment or other disciplinary action.

Yours sincerely,

For **Wipro Limited**,



**Aparna Shailen**  
**General Manager - Human Resources**

I have read, understood and agree to accept the enrolment on the terms and conditions herein.

I shall be present for the induction session on

## **ANNEXURE I**

### **CONFIRMATION ON SHARING PERSONAL INFORMATION (AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT, 2000)**

I Radheshyam Thakur, confirm that I am voluntarily sharing my Personal Information with Wipro Limited ('Wipro') being a part of WILP of Wipro for the following purposes:

- a. validating my application form and retaining records on the same for any future reference/verification;
- b. processing my application form including background verification checks;
- c. academic study related actions including record keeping, processing scholarship advance and benefits and any action required in the context of my enrolment with Wipro, being a part of WILP.

In this context, I also agree to the retention of such Personal Information by Wipro for any future reference/verification and authorize Wipro to transfer the same to a third party.

I understand that 'Personal Information' means any information, relating to me that is available with Wipro and is capable of identifying me."

## **ANNEXURE II**

I hereby confirm that I shall submit the required academic certificate including but not limited to mark sheet and Provisional or Convocation Degree Certificate within 3 months from my date of joining. I understand that my enrolment is subject to my aggregate meeting the Wipro eligibility criteria and submission of the above mentioned documents.

I hereby declare that all the particulars mentioned above are true to the best of my knowledge. In the event of my failure to submit the above mentioned documents or in case of any discrepancy, I shall be liable for termination of my enrolment with Wipro.

## **ANNEXURE – III**

### **INITIAL INDUCTION PROGRAM**

The Talent Transformation team at Wipro groom's campus selects to help them face the challenges of the corporate world.

A holistic 360 degree approach to training is adopted and helps them hone their fundamental computer skills followed by insights into Wipro businesses, process, technology and behavioural skills.

To understand and appreciate the mindset of the young Trainees and ensure that the transformation is smooth, the induction program is done by a team of dedicated professionals who have exposure to the academic and corporate sectors alike. Project Readiness Program (PRP) is a training program designed to address the basic learning needs of the Trainees.

#### **Corporate Readiness Program - CRP**

The CRP program is focused on making young Trainees comfortable in a corporate environment. This program starts with a corporate induction.

"EMERGE" a behavioural skills building training program ensures that the fresh Trainee start feeling at ease in the "corporate world". This activity based behavioural intervention informs the new entrants about the corporate work culture and business etiquette.

#### **Technology Readiness Program - TRP**

The technology training provides critical technical skills required to work on projects allocated to Trainees and prepare to face the demands of the project world. We begin doing this by familiarizing with Wipro's businesses and work environment.

The methodology of training is "Project Based Learning" (PBL) approach, the entire learning is designed around a series of projects that the recruits are expected to complete individually by learning and applying various topics required to complete the project. Starting with individual projects, the PBL approach ends with recruits working on a team project.

## **ANNEXURE – IV**

I have read and understood the terms of my enrolment letter. I agree and acknowledge that I am a Student/Scholar trainee with Wipro's WILP. I further undertake that I shall not represent to any person within Wipro or any other third

party that I am an employee of Wipro Ltd and I fully understand that such false representation shall entail severe disciplinary action including immediate cancellation of my enrolment.

### **Travel, Accommodation, Food & Other Miscellaneous Expenses**

#### **Travel**

- i. You would be entitled for Rs. 1500 from the date of appointment as a lump sum amount that will be credited with your first month stipend. You may utilize this amount towards Travel and you would not need to submit bills towards usage of this amount.
- ii. There is no provision for reimbursement/allowance towards any expenses incurred in lieu of attending training or classes at different locations in the same city.

#### **Accommodation, Food & other Miscellaneous Expenses**

- i. You would be entitled for Rs.400 per day for 8 days (total amount of Rs.3,200) from the date of joining. You may utilize this amount towards accommodation, food & other miscellaneous expenses. This would be paid as a lump sum amount that will be credited with your first month stipend and you would not need to submit bills towards usage of this amount.
- ii. If your posting location (the location where you would be based out of after training) is different from the training location (location where you undergo initial training), you would be entitled for the following:  
  
Settlement and Miscellaneous Expenses: Rs.1200 per day for 7 days (total amount of Rs. 8,400) from the date of reporting to the posting location. You may utilize this amount towards boarding, lodging, conveyance & other miscellaneous expenses.
- iii. Any location change after reporting to posting location will be treated as relocation/transfer and will be covered under the Transfer policy for Team Rainbow. For details you can refer the policy at myWipro-> My Policies -> India->My Travel>Transfer Policy-Team Rainbow.
- iv. Campus joiners would not be eligible for accommodation at the Wipro guest houses.

**Please note in the event that the employee leaves the organization within 6 months from the date of joining, all payments processed under Joining & Relocation Entitlements shall be recovered from the employee at the time of exit.**

**Skill Preferences 1 :** [DAAI -Cloud & Digital Database](#)

**Location Preferences 1 :** [Bangalore](#)

**Skill Preferences 2 :** [CEP-SAP-ABAP](#)

**Location Preferences 2 :** [Mysore](#)

**Skill Preferences 3 :** [Python App](#)

**Location Preferences 3 :** [Chennai](#)

☒ Accept ☐ Decline

☒ **Signature** [Radheshyam Thakur 25/1/2023 10:00 PM](#)

(checking the checkbox above is equivalent to a handwritten signature)

Registered Office:

**Wipro  
Limited**

**T** :+91 (80) 2844 0011

Doddakannelli

**F** :+91 (80) 2844 0054

Sarjapur  
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26168298



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**Deloitte Tower Survey No. 41 Gachibowli Village, Ranga**  
**Reddy District, CIRCLE 3, Hyderabad - 500032, Telangana,**  
**India**

**Tel: +91 040 67621000**

**www.deloitte.com**

**KARTHIKRAJ K**

**Subject: Offer of Employment Dear**

**KARTHIKRAJ K**

On behalf of **Deloitte Tax Services India Private Limited** (the "Employer" or "Company"), I am pleased to confirm our offer of employment to you as **Tax Consultant I** based in **Hyderabad**.

We extend this offer, and the opportunity it represents, with great confidence in your abilities. You have made a very favorable impression with everyone you met and we are excited with the prospect of you joining our organization on **November 13, 2022**. Your immediate manager will communicate details of your role and work responsibilities in the initial weeks of your joining the Employer. During your employment, the Company may require you to work on any project that you are assigned to, on any technical platforms/skills and nature of the project, in differentiated work timing, at designated work space and location as may be decided by the company.

As part of your annual compensation, you will receive a Total Salary of **Rs. 760000/-** and, will be eligible for a performance linked variable bonus. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount could vary depending upon the business and individual performance each fiscal year and, in some situations, could exceed the payout range indicated. Any amounts paid will be subject to statutory and other deductions as per Employer policies and practices. The details of your compensation breakdown are provided in the attached Annexure A.

As an incentive to join the Company, you are eligible to receive a joining bonus of **Rs./₹ 100,000/-** subject to your reporting for full-time employment on **November 13, 2022**. This amount will attract applicable taxes and will be processed as part of your first month's payroll. You will have an obligation to repay the entire amount of your joining bonus if you resign your position or are terminated for cause by the Company within **12 months** of your start date.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

Your employment with us will be governed by the Terms and Conditions as detailed in **Annexure B**, as well as any and all rules, regulations, guidelines, policies and practices of the Employer, which may be amended from time to time. Deloitte LLP and its U.S.-based subsidiaries (the "Deloitte U.S. Firms") requires their employees to make the necessary representations regarding independence and other matters. Because the Employer is an Indian subsidiary of Deloitte LLP, we must also comply with these independence requirements. Accordingly, this offer is conditional upon you agreeing to make such representations under the Employer's Independence Representations requirements, as further explained in **Annexure B**.

Your compensation details are confidential, and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization. We would like you to join the Employer on **November 13, 2022**, or an alternative mutually agreed upon date.

This offer letter, together with the Annexures described herein, and the Non-Disclosure, Non Solicit and Intellectual Property Rights Assignment Agreement, the Information Security Policy (which you are required to sign upon joining), constitute the entire agreement between the parties with respect to the subject matter of this offer, and supersedes all other previous or contemporaneous oral or written representations, understandings or agreements relating to the subject matter of this offer between you and the Employer or its affiliates.

In compliance with applicable laws, Deloitte India (Offices of the US) provides its professionals with home pick-up and drop transport services within **pre-defined** boundary if their shift timings are between 8:30 p.m. - 6:00 a.m. in Hyderabad, 9:00 p.m. - 6:00 a.m. in Mumbai, Pune; 7:00 p.m. - 6:00 a.m. in Gurugram, 8:00 p.m. - 6:00 a.m. in Bengaluru, Chennai, and Kolkata.

This letter and **Deloitte Tax Services India Private Limited** employment application are intended to be final. To accept the offer and the terms of this letter, please sign below in the space provided within three business days.

**R**, everyone you have interviewed with joins me in extending to you congratulations and warm regards. We look forward to you joining our team.

Sincerely,

**For Deloitte Tax Services India Private Limited** Best regards,

DocuSigned by:  
*Pooja Madhani*  
2B8F65B8ECE5489...

By: \_\_\_\_\_  
Signature

**Authorized Signatory**

**Acceptance**

I, **R**, hereby accept the terms and conditions of this employment offer.

Please sign and date your Acceptance

**Annexure A**

**Tax Consultant I -**

| Description                              | Monthly (Rs. per month) | Annual (Rs. per Annum) |
|------------------------------------------|-------------------------|------------------------|
| Basic Pay                                | 20,000                  | 240,000                |
| House Rent Allowance (HRA)               | 10,000                  | 130,000                |
| Special Allowance <sup>1a &amp; 1b</sup> | 16,100                  | 193,200                |
| Leave Travel Allowance <sup>2</sup>      | 2,166                   | 26,000                 |
| Differential Allowance                   | 6,691                   | 80,633                 |
| Meal Card <sup>3</sup>                   | 2,200                   | 26,400                 |
| Employer's contribution to PF            | 2,300                   | 27,600                 |
| Total Salary (in Rs.)                    | 59,457                  | 760000                 |

|                                        |                                                                                                                                                                                                            |               |
|----------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|
| Variable Bonus*                        | You are eligible for a performance linked variable bonus. It will be paid out at the end of the fiscal year, as applicable and on the basis of your individual performance and performance of the business |               |
| Medical Insurance Premium <sup>4</sup> | <b>3,014</b>                                                                                                                                                                                               | <b>36,167</b> |

\*The Variable Bonus will vary, primarily based on your individual performance and the performance of the business, during the Employer's fiscal year which is June through May. Your performance will be formally assessed as a part of the Employer Performance Review Cycle Process. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount will vary depending upon the business and individual performance and in some circumstances, could exceed the payout range indicated. The performance of all the employees who have joined the Employer prior to March 1st will be assessed for the fiscal year ending in May. The disbursement of a Variable Bonus, if applicable, is subject to you being active on the rolls of the Employer, during the Annual Incentive Program payout cKARTHIKRAJ Kcycle for the fiscal year. For employees joining during the period March 1st to May 30th, a prorated Variable Bonus, if applicable, will be based on the first year-end review ratings in the subsequent year and paid during the Annual Incentive Program payout cycle of that year. The Variable Bonus will not be paid in the event of termination of employment for any reason on or before the disbursement time. The application and interpretation of, and any determinations related to, the Variable Bonus is at the sole discretion of Employer. Employer may amend or terminate the Variable Bonus at any time. All compensation and benefits are based on employee's position with the Employer in India.

Contd/-....

Annexure A

1

All employees may claim tax exemption, subject to tax rules from time to time, from their Special Allowance component, expenses incurred towards communication and Driver / Fuel & Maintenance Expenses as per eligibility mentioned below:

**Employee Level - Tax Consultant I**

1a

*Communication Expenses*

*Only one Post paid mobile, one Land Phone and One internet connection bill(s) can be claimed.*

1b

*Fuel Expenses*

*Petrol / Driver / Insurance / Repairs & Maintenance*

**Rs./₹ 3,000/-** per month**Rs./₹ 7,500/-** per month

1a The internet/telephone/mobile bills should be in the Employee's name.

1b

For claiming vehicle running expenses (Driver / Fuel / Repairs & Maintenance expenses) the vehicle has to be in the name of the Employee and the current tax rules are as under. The above limits will be applicable for all those who are on company car lease program and the below limits will apply for all those who are on self-owned car. In case of company leased car, taxability would be as per the current perquisite valuation rules.

| Nature of Expenses | Own Vehicle –Maximum Tax exemption limit per month |           |                |
|--------------------|----------------------------------------------------|-----------|----------------|
|                    | 4 Wheelers (Engine Capacity)                       |           |                |
|                    | <= 1600 cc                                         | > 1600 cc | Two Wheelers   |
| Fuel & Maintenance | Rs. 1,800                                          | Rs. 2,400 | Rs. 900        |
| Driver's Salary    | Rs. 900                                            | Rs. 900   | Not applicable |

All employees at and above **Senior Staff** are eligible for the company car lease program. If you choose to avail of this benefit, the amount towards lease rental will be paid by the firm on your behalf to the leasing company and your compensation structure will be adjusted accordingly. A revised letter with the new compensation structure will be issued that will supersede this letter for all practical purposes.

2

The Leave Travel Allowance (LTA) will be paid on a monthly basis as an allowance with tax deducted at source. If you choose to avail the tax benefit on LTA, you should submit proof of expenses incurred by you for Self and / your immediate dependents. The taxability or otherwise of LTA will be as per the Income Tax Act 1961, details of which will form part of the LTA Form.

3 Meal Card amount will be credited at the start of each month and for the first month (For New Hires) prorated amount will be processed as part of payroll. If not collected, it will be processed as a taxable amount with the salary.

4 Annual Floating Medical Insurance Coverage for self and **6 dependents** is being paid by the Employer on your behalf. The premium amount is subject to change every year post renewal of insurance policy. In case you opt for an enhancement of the coverage limit, the additional premium will be adjusted accordingly from the special allowance.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

You may also be eligible to either a One-time Stipend or a temporary lodging basis joining the registered office location, you will receive a survey from Deloitte prior to your joining.

You may select the best option for availing the relocation assistance. If an employee who has availed this reimbursement decides to quit within 18 months from the date of relocation claim for whatever reason, the relocation reimbursement paid to the employee will be recovered in full, from the employee's full and final settlement.

By joining the Company, you will become a member under the 'Deloitte USI Employees Welfare Trust' and may be required to make a nominal contribution as a member.

Original bills towards the above components should be submitted during the Income Tax fiscal period evidencing the expenditure to get Income Tax exemption, failing which the same will attract applicable Income Tax.

Submission of false, tampered or altered bills as proof of expense for any of the above components will result in disciplinary action including termination of employment.

**Your compensation above is subject to income tax deduction per rules and guidelines prescribed under the prevailing tax laws. This may change from time to time in line with the amendments done in tax laws.**



**Hyderabad**

## **Annexure B**

### **Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement ("Employment Agreement")**

In consideration of my employment by **Deloitte Tax Services India Private Limited**, an Employer incorporated under the provisions of the Companies Act, 1956 and having its registered office **Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District, CIRCLE 3, Hyderabad - 500032, Telangana, India** (the "Employer") as **Tax Consultant I** - and other valuable consideration, I acknowledge and agree that:

#### **PRELIMINARY MATTERS**

**1. Defined Terms.** The italicized terms in this agreement (the "Employment Agreement") are defined in **Exhibit A** hereto.

**2. Pre-existing Agreements or Arrangements.** I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Agreements or Arrangements*. The Employer expects me to abide by all restrictions or obligations that are contained in such Preexisting Agreements or Arrangements and to avoid involvement, while employed by the Employer, in any matter that could pose a conflict as a result of confidential information or intellectual property obtained by me prior to my *Employment*. I further represent that none of these restrictions or obligations, including those set forth in any non-compete agreements with prior employers, is inconsistent with my acceptance of the Employer's offer of *Employment* or my becoming, and serving as, **Tax Consultant I** of the Employer. To the extent applicable and if I am joining the Employer after having served as an employee or official of the United States Government, I further represent that: (1) I have disclosed my prior participation, if any, in any discussions or negotiations with, or decisions to award contracts to, the Deloitte U.S. Firms while I was employed by the United States Government; and (2) I had either recused myself or had not played an active role in the applicable United States Government agency's decision to award any contracts to the Deloitte U.S. Firms while I was employed by the United States Government.

#### **PROTECTION OF OUR BUSINESS**

**3. Reporting of Proceedings.** Except as provided by law and except as I have disclosed in writing on **Exhibit C** to this Agreement, I represent and warrant that I have no *Proceedings* to report. Should I become a subject of any *Proceedings* during my association with the Employer, I agree to immediately report, in writing, all relevant facts to the Chief Talent Officer

of Deloitte LLP, the Regional Talent Director of the Employer, and the Chief Ethics and Compliance Officer of Deloitte LLP. I understand that my responses are subject to audit and review by the Employer and others in accordance with applicable professional, ethical, legal, or Employer requirements, rules, regulations, policies, or practices, or other requests.

**4. Confidentiality.** I acknowledge that, by virtue of my *Employment*, I will acquire and be exposed to, have access to, make use of and/or create *Confidential Information*. Therefore, I agree to hold in trust and confidence all such *Confidential Information*. I will neither disclose any such *Confidential Information* to anyone outside a *Deloitte Entity* without the prior written approval of an *Authorized Signatory*, except as required by my authorized duties for the Employer, nor use any such *Confidential Information* for any purpose other than for the benefit of a *Deloitte Entity*.

**5. Third Party Information and Property.** I agree that during my *Employment*, I shall not use or disclose any confidential information or intellectual property of any former employer or other person or entity without the prior written authorization of such employer, person or entity and the prior written consent of an *Authorized Signatory*. If I were to use or disclose any such Confidential Information or Intellectual Property without prior consent, and any of the *Deloitte Entities* become the subject of any claim from a third party regarding such unauthorized use or disclosure, I agree to hold harmless and indemnify the *Deloitte Entities* for any legal defense costs and/or damages related to any such claim.

**6. Authorization.** Only employees of the Employer holding a senior or managerial position with the Employer will be authorized by a specific authorization, delegation, or power of attorney to sign legal documents, representing the Employer. Similarly, only such authorized employees of the Employer may speak about the Employer, the business and plans, various client-related projects etc.

**7. Competing Activities and Conflict of Interest.** During the period of my *Employment* I will not, directly or indirectly, participate in or in any way render services or assistance to any business that is or may be competitive with a *Deloitte Entity*, whether or not for compensation, or engage in any conduct which might result in, or create the appearance of using my position for private gain or other than for the benefit of a *Deloitte Entity*, or otherwise create a conflict, or the appearance of a conflict, of interest with a *Deloitte Entity*. Such conduct shall include, but not be limited to, having an undisclosed financial interest in any vendor or supplier of a *Deloitte Entity*, accepting payments of any kind or gifts other than of a nominal value from vendors, clients or suppliers, or having an undisclosed relationship with a family member or other individual who is employed or associated with any entity in active or potential competition with a *Deloitte Entity*, and which creates a conflict of interest. I represent and warrant that I am not currently aware of any present or past violation of this provision.

**8. Authorization to Access Systems and Electronic Communications and use of Deloitte Property.** I understand that while employed with a *Deloitte Entity*, I will use and have access to the Systems. I also acknowledge that a *Deloitte Entity* has the right at any time to access, retrieve, delete, monitor, examine, use and/or disclose my Electronic Communications and information from (or about) me and the content, without notice to me, and that such *Electronic Communications* are considered part of a *Deloitte Entity's* business and client records and are not to be considered private or personal to me or any other *Personnel*. I further acknowledge that this right extends to *Electronic Communications* transmitted for either a business or personal purpose.

I agree that I am authorized to access the *Systems* only for approved business purposes and occasional personal use if such use does not interfere with my work responsibilities and other required business activities, business operations, or *Systems* performance. However, I also acknowledge that such occasional personal use does not create an expectation of privacy as to any of my personal *Electronic Communications* and, as such, are *Deloitte Property*.

I further acknowledge that I am not authorized to use the *Systems* for personal gain or any illegal or unethical use. I agree that under no circumstances am I authorized to access any of the *Systems* for the purpose of obtaining *Deloitte Property* for a competitor of a *Deloitte Entity*, transmitting *Deloitte Property* to me (e.g., emailing *Confidential Information* to my personal email address) or to a third party for purposes other than furthering the business objectives of a *Deloitte Entity*. I am not authorized to download a *Deloitte Entity's Confidential Information* or other *Deloitte Property* to removable media such as a CD Rom, disk or thumb drive other than as authorized for furthering the business objectives of a *Deloitte Entity*.

I will be responsible for the safe keeping and return in good condition and order of all the *Deloitte Property* that may be in my use, custody, care or charge. For the loss of any *Deloitte Property* in my possession or custody or for which I have been assigned responsibility, the Employer will have a right to assess on its own basis and recover from me, the damages in respect of such materials (out of the amounts due to me or otherwise) and to take such other legal action as it deems appropriate including termination of my employment without notice or payment in lieu thereof in the event of my failure to account for such material or property to its satisfaction.

**9. Security.** I am provided with a worktable and lockable storage space. I will ensure they are locked when unattended and understand that a duplicate key will only be provided if I sign for it. I am required to display my identity card to the appropriate security personnel on demand and at all times within the office premises.

#### **10. Ownership of Works.**

a. I agree that the Employer owns all rights, title and interest in and to all *Works*.



- b. I agree that all *Works* are deemed works made for hire under India copyright or applicable laws or equivalent laws of any applicable foreign jurisdiction, and all *Intellectual Property Rights* therein vest automatically in the Employer upon creation of the *Works*. I agree that, to the extent any *Work* is held not to be a work made for hire, I hereby irrevocably assign all *Intellectual*

*Property Rights* in the *Work* to the Employer. Notwithstanding anything contained in Section 19(4) of the Indian Copyright Act, 1957, I agree that such assignment shall continue to be in force for perpetuity irrespective of whether or not the Employer exercises its rights as the assignee for any period of time.

- c. I will at all times, even after termination of my *Employment*, do whatever the Employer reasonably requests of me, at the Employer's expense, to document the assignment of any *Works* to the Employer or to assist the Employer in pursuing, renewing, extending or assigning any *Intellectual Property Rights*, and otherwise perfecting, protecting and enforcing said *Intellectual Property Rights* in, any *Works*. I agree that, as between me and the Employer, the Employer shall be the sole author, inventor, and owner of all such *Works* and *Intellectual Property Rights* therein throughout the world, and that the Employer shall have the sole right to seek copyright registrations, patents or trademark registrations, including all extensions and renewals thereof. I also hereby agree that I waive all moral rights in any *Works*.

I also agree to assign all my right, title and interest in and to any particular *Works* to a third party as directed by the Employer.

In the event the Employer is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraphs, I hereby irrevocably designate and appoint the Employer and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and in my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraphs with the same legal force and effect as if executed by me. I hereby waive any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any *Works* assigned hereunder to the Employer.

- d. During a 12 month period after termination of my *Employment*, I agree that any *Intellectual Property* I create or conceive that results from and is related to any work assigned to or performed by me for the Employer, or that was created using *Deloitte Property*, is a *Work* that is subject to Paragraph 10 (b) above. For purposes of clarification, the foregoing provision is in addition to, and not in limitation of, any rights and remedies the Employer may have under the applicable laws protecting *Intellectual Property* of the *Deloitte Entities*.

- e. I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Employer) of all *Works* developed by me during the period of my employment with the Employer, which records shall be available to and remain the sole property of the Employer at all times.

**11. Pre-existing Creations; Personal Creations.** My obligations in Paragraph 10 do not apply to *Pre-existing Creations* and *Personal Creations*. I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Creations*. I acknowledge and agree that I will not assert any ownership rights against the *Deloitte Entities*, or their respective clients, with respect to any *Pre-existing Creations* unless they appear on **Exhibit B**, and **Exhibit B** has been accepted and agreed to by an *Authorized Signatory* who has signed at the bottom of such **Exhibit B**. I further agree that I shall not use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment* without the prior written consent of an *Authorized Signatory*. To the extent that I use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment*, I agree that, except as otherwise provided in a written agreement executed by me and the Employer, I hereby grant to the Employer an irrevocable, royalty free, perpetual, fully paid up, transferable, sub-licensable license to use, reproduce, distribute, display, perform, modify and create derivative works of and otherwise exploit such *Pre-existing Creations* or *Personal Creations* for any purpose including, but not limited to, client engagements.

**12. Post- Employment Restrictions re: Clients.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or serving of certain clients related to my work for a *Deloitte Entity* would necessarily involve the unauthorized use or disclosure of *Confidential Information*, and the proprietary relationships and goodwill of the *Deloitte Entities*, and, in the case of my serving of certain clients, could compromise the full compliance of the Employer or another *Deloitte Entity* with the applicable laws, rules and regulations of a U.S. or India regulatory body or other independence-related requirement of a regulatory body. Accordingly, during the period of my *Employment* and for a period of one year thereafter, I will not, directly or indirectly, solicit or provide services to any existing client of a *Deloitte Entity* with which I had personal contact and provided services during the two-year period prior to termination of my *Employment*.

**13. Exceptions to Post- Employment Restrictions re: Clients.** I understand that the obligations of Paragraph 12 will not apply for a period of three (3) years after my start date or the date of my promotion or transfer to clients of a *Deloitte Entity* and/or certain specified kinds of services rendered to such clients that meet all of the following criteria: (a) are personal clients of mine who came to a *Deloitte Entity* solely to avail themselves of certain specified kinds of services rendered by me and only as a result of my own independent recruitment efforts, which a *Deloitte Entity* neither subsidized nor otherwise financially supported as part of a program of client development, (b) are listed on **Exhibit D** expressly by name with respect to client and with sufficient specificity with respect to the kinds of service(s) that I will be permitted to render, and (c) are

accepted and agreed to as to their listing on **Exhibit D** by an *Authorized Signatory* who has signed at the bottom of such Exhibit. I agree that after a period of three (3) years from my start date or the date of my promotion or transfer the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on **Exhibit D** to support the application of the obligations of Paragraph 12 to those clients.

**14. Future Employment with Clients.** Except as otherwise provided herein, I understand that I am not prohibited from accepting employment with a client (or an affiliate of such client) of a *Deloitte Entity*. Before entering into substantive discussions with an *Attest Client* regarding any employment opportunity, I acknowledge and agree that during my *Employment* and for five years thereafter I must first notify *Independence* and obtain prior written approval from *Independence*. I acknowledge and understand that it is the intent of the Employer to interpret and apply this provision (a) in an effort to ensure the full compliance of the *Deloitte Entities* with applicable U.S. and India laws, rules, and regulations; (b) to serve the public interest; and (c) to protect the legitimate interests of the *Deloitte Entities* or their respective *Attest Clients* under applicable U.S. or India laws, rules and regulations in a manner that is no greater than is reasonably necessary to protect such interests and without being unduly harsh and oppressive to me and my interests in future employment with an *Attest Client*. Further, I acknowledge and agree that because of, among other things, the importance of the *Deloitte Entities* remaining in compliance with applicable independence rules, such approval may be withheld by *Independence* in the event that my employment with an *Attest Client* would, in the view of Deloitte LLP, be inconsistent with applicable laws, rules and regulations or jeopardize the independence of a *Deloitte Entity* with respect to such *Attest Client*.

**15. Restrictions re: Personnel and Contractors.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or hiring or of any of its *Personnel* or contractors of the *Deloitte Entities*, or my participation in their hiring, admission or retention, would necessarily involve the unauthorized use or disclosure of *Confidential Information* or the proprietary relationships and goodwill of the *Deloitte Entities*. Accordingly, during my *Employment* and for one year thereafter, I will not, directly or indirectly, (a) solicit or attempt to solicit, or participate in the solicitation of or any attempt to solicit any *Personnel* to leave a *Deloitte Entity*, or to join any firm or business with which I may be or become affiliated; (b) participate in the hiring or admission of any *Personnel*; or (c) cause a contractor of a *Deloitte Entity* to cease providing services to, with, or on behalf of the *Deloitte Entity*.

**16. Post- Employment Restrictions re: Deloitte Property.** Upon termination of my *Employment*: (a) I will not use or disclose *Deloitte Property*, including, but not limited to, *Confidential Information* and *Works*, for any purpose; (b) I will not retain or take with me any *Deloitte Property*; (c) I will immediately deliver to a *Deloitte Entity* at any location that it designates, at my expense, within one business day after the termination of my *Employment* or on an alternate date designated by a *Deloitte*

*Entity*, any *Deloitte Property* that I may then or thereafter hold or control; and (d) I agree to allow a *Deloitte Entity* to inspect any of my personal or home computers, including smart phones, tablet computers, or any device, media or location capable of storing electronic data, to determine whether any *Deloitte Property* resides on such computers and to permit a *Deloitte Entity* to remove such *Deloitte Property*.

## OTHER POST- EMPLOYMENT OBLIGATIONS

**17. Transition of Work and Cooperation.** Upon termination of my *Employment* for any reason, I will cooperate with a *Deloitte Entity* in all matters relating to the completion of pending work and its orderly transfer. I will also cooperate fully with a *Deloitte Entity* in connection with any threat of or actual legal proceeding against a *Deloitte Entity* or any client, customer or licensor of a *Deloitte Entity* arising out of any matter with or of which I had contact or knowledge during my *Employment*.

**18. Notification of Post- Employment Obligations.** I agree that prior to accepting employment or affiliation with another firm or business I will advise such firm or business of my duties and obligations under this Employment Agreement. After my *Employment* ends, I agree that a *Deloitte Entity* shall be permitted to advise any firm or business with which I have accepted an offer of employment or affiliation concerning my duties and obligations under this Employment Agreement.

**19. Certification.** I agree that during or after my *Employment* I will, if requested, provide written certification in such form as the Employer may require that I have complied with my obligations hereunder, including, without limitation, those obligations set forth in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15 and 16 of this Agreement.

## OUR ENFORCEMENT RIGHTS AND REMEDIES IN THE EVENT OF A BREACH

**20. Equitable Relief and Attorney's Fees.** I acknowledge and agree that a breach of this Employment Agreement, including, but not limited to, a breach of my duties and obligations under the terms and conditions of Paragraphs 4, 5, 7, 8, 9, 10, 12, 14, 15 or 16 would cause irreparable harm to the *Deloitte Entities* and that, in addition to other remedies, the Employer on behalf of itself or another *Deloitte Entity* is entitled to a temporary restraining order, an injunction or other equitable relief to prevent any such breach. I also acknowledge that, to the extent permitted by law, a *Deloitte Entity* will be entitled to the payment of the *Deloitte Entities'* reasonable costs and attorney's fees incurred in enforcing this Employment Agreement. I also acknowledge that, to the extent permitted by law, the Employer may request that a court extend the one year period

following the termination of my *Employment*, as provided in Paragraphs 12 and 15, to correspond with the period that I participated in activities prohibited by Paragraphs 12 and 15.

**21. Liquidated Damages: Client Fees.** I agree that in the event of a breach under Paragraph 12, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

**22. Liquidated Damages: Compensation.** I agree that the precise amount of damages flowing from a breach under Paragraph 15 would be impracticable or extremely difficult to ascertain in an actual amount. Therefore, I agree that in the event of a breach under Paragraph 15, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by or owed to any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

**23. Right of Inspection.** I agree to permit the Employer (or to use my best efforts to enable the Employer) to inspect my books and records (and the books and records of any entity which employs or is associated or affiliated with me), upon request and at reasonable times, to enable the Employer to confirm the calculations described above and to verify compliance with Paragraphs 12 and 15. The Employer shall keep confidential any proprietary information obtained, except as may be necessary or desirable to enable the Employer to enforce its rights under this Employment Agreement and except as may be required by any statute, court or administrative order to decree or government ruling or regulation.

#### MISCELLANEOUS

**24. Governing Law; Choice of Forum.** This Employment Agreement is deemed to have been executed in the Employer's office in **Hyderabad, Telangana, India** and will be construed and governed in accordance with the laws of the Republic of India without regard to its conflicts-of-law principles. You agree to submit to jurisdiction before any court of record in which the Employer's office to which you were assigned is located, or in which a breach of this Employment Agreement may occur, at the election of the Employer, and you waive any right to raise questions of personal jurisdiction or venue in any action the Employer may bring against you in any such court. You further agree to accept service of process/summons/legal notice from the Employer when that process/summons/legal notice is either sent to your last known address by certified mail or served by any other means permitted under the law of the jurisdiction in which the Employer may bring an action against you.

**25. Modifications.** My obligations hereunder may not be changed or modified, released, discharged, abandoned or terminated, in whole or in part, except by an instrument in writing signed by an *Authorized Signatory*.

**26. Severability.** Every provision of this Employment Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such term or provision will be enforced to the maximum extent permitted by law and, in any event, such illegality or invalidity shall not affect the validity of the remainder of the Employment Agreement.

**27. Blue-Penciling.** If any court determines that any provision of this Employment Agreement, or any part hereof, or the application of any such provision, or any part hereof, to any person or circumstance is unenforceable or void, such court shall have the power to modify such provision, or any part hereof, to the extent necessary to render it legal and enforceable while preserving its intent, or if such modification is not possible, by substituting therefore another provision that is legal and enforceable and that achieves the same objective.

**28. Waiver.** None of my obligations under this Employment Agreement shall be deemed to have been waived by the Employer except if the giving of such waiver is contained in a written notice given to me and no such waiver shall be deemed to be a waiver of any other or further obligation I have under this Employment Agreement.

**29. Entire Agreement.** This Employment Agreement, the Employer's employment application, the Terms and Conditions of Service issued pursuant to the offer of employment and any documentation employing me or transferring me to the Employer, contain the entire understanding between me and the Employer or any other *Deloitte Entity* with respect to the subject matter hereof and supersedes all prior representations, warranties, and agreements with respect to such subject matter, and no representations, warranties or other covenants exist with respect to such subject matter that are not contained or expressly referred to herein. Notwithstanding the foregoing, any written agreement between a *Deloitte Entity* and me with respect to the subject matter hereof that was signed by me prior to the effective date of this Employment Agreement shall remain valid and enforceable according to the terms of such agreement with respect to all acts and omissions occurring prior to the effective date of this Employment Agreement. In the event of a conflict between this Employment Agreement and the employment application or any other document purporting to set forth terms and conditions of my *Employment*, this Employment Agreement will control.

**30. Transfer and Assignment.** Unless as the Employer shall otherwise determine, the rights, obligations and benefits of the Employer under this Employment Agreement, including but not limited to those rights and benefits relating to my post-Employment obligations set forth in this Paragraph 30 and in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19 and 23 above, are transferred and assigned, in whole or in part (as the Employer shall determine) and without the need for my consent

or the formality of documentation or prescribed processes, to (a) any *Deloitte Entity* in connection with my transfer to that *Deloitte Entity* or (b) any entity that acquires all or a part of the assets or business of the Employer. All provisions of this Employment Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, representatives, successors, and assigns of the Employer and me, and any *Deloitte Entity* to which I may be transferred during my *Employment*, provided, however, none of my duties or obligations under this Employment Agreement may be assigned or transferred by me to any other person or entity without the Employer's prior written approval of such assignment or transfer. Any purported assignments in violation of this Paragraph 30 shall be null and void.

**31. Headings.** The headings contained in this Employment Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Employment Agreement.

I have read the foregoing, understand it, and agree to comply with its terms.

**For Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
2B8F65B8ECE5489...

Pooja Madnani

**Talent**

**Authorized Signatory**

Effective as of **November 13, 2022**, I accept all the terms and conditions of the Employer as stipulated in this Employment Agreement.

**A**

The definitions below apply to the italicized terms that appear in the Employment Agreement (including the exhibits):

**Attest Client** – attest client (or an affiliate of such client) of Deloitte & Touche LLP or a *Deloitte Entity*.

**Authorized Signatory** – a director, officer or other person who is authorized to sign on behalf of a *Deloitte Entity*.

**Confidential Information** – any information not generally known to the public, in any *Form*, that (1) relates to the operation of a *Deloitte Entity* or provides the *Deloitte Entities* with a competitive advantage, (2) consists of Personally Identifiable Information (*PII*) or other personal information about *Personnel*, client and other third party personnel, independent contractors, subcontractors, agents, vendors, suppliers or others which the Employer or another *Deloitte Entity* receives in the course of business, and (3) all other information entrusted to the Employer or another *Deloitte Entity* by clients and other third parties. *Confidential Information* includes, but is not limited to, *Intellectual Property*, supplier information, designs, business or marketing plans, forecasts and financial information, tax returns, tax identification numbers, agreements, client or prospective client lists, specific information about clients or prospective clients such as preferences for specific products and services, client or prospective client needs based on financial history and past purchases of services, client or prospective client development plans, specific rates charged to a client or offered to a prospective client and other business or client records. *Confidential Information* also includes, but is not limited to, debit or credit card information, employment applications, organization charts, performance ratings and other personnel records.

**Deloitte Entity** – the Employer, Deloitte LLP, and any corporation, company, partnership, limited liability company or other entity (a) that (i) is owned, directly or indirectly, in whole or in part, by Deloitte LLP (the “Deloitte U.S. Firms”), including but not limited to Deloitte LLP subsidiaries in India, the Deloitte Touche Tohmatsu verein, Deloitte Global Services Limited, Deloitte Global Services Holdings Limited, Deloitte Touche Tohmatsu Limited (“DTTL”) or any member firm of DTTL or affiliate thereof (collectively, the “DTTL Member Firms”) or (ii) controls, is controlled by or is under common control with any of the entities listed in clause (i); or (b) in which any *Personnel* participated on its behalf, or carried out any duties with respect to its affairs. For purposes of this Employment Agreement, the term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract, or otherwise.

**Deloitte Property** – *Confidential Information*, *Systems*, equipment, debit and credit cards issued in connection with my *Employment*, furniture, facilities and any and all other materials owned, licensed or leased by a *Deloitte Entity*, including, without limitation, computerized or electronic information and all copies thereof in any form or media, created by, furnished to, obtained by or prepared by me in the course of my employment in any capacity.

**Deloitte India (Offices of the US)** - The following companies shall be deemed to be the affiliates of each other and are collectively referred to as Deloitte India (Offices of the US): (i) Deloitte Consulting India Private Limited (ii) Deloitte Tax Services India Private Limited (iii) Deloitte Support Services India Private Limited (iv) Deloitte Financial Advisory Services India Private Limited and (v) Deloitte & Touche Assurance & Enterprise Risk Services India Private Limited.

**Electronic Communications** – all text, audio, video, images, information, data, files and attachments created, displayed, sent, received, posted, accessed or stored, whether deleted or not, by means of the *Systems*.

**Employment** – the nature of my relationship with the Employer or a *Deloitte Entity* pursuant to this Employment Agreement. Alternatively, and depending on context, *Employment* is the period of time during which this relationship persists.

**Form** - paper, computer disc, USB drive, website; any other tangible or electronic medium by which information may be stored or accessed; and human memory.

**Independence** – National Office (Independence) of Deloitte LLP.

**Intellectual Property** - works of authorship (including, without limitation, books, articles, data compilations, software and other copyrightable materials), materials, patents, inventions, designs, techniques, methodologies, processes, discoveries, know-how, ideas, trade secrets, moral rights, trademarks and other indicia of origin together with the goodwill therein, and all patent applications, copyright and trademark applications and registrations, and extensions and renewals thereof, throughout the world.

**Intellectual Property Rights** – all rights, title and interest in Intellectual Property.

**PCAOB** – the United States Public Company Accounting Oversight Board.

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**Personal Creations** – *Intellectual Property* that meet all of the following criteria: (1) it is conceived, developed, and created by me on my own time without using *Deloitte Property* or *Personnel* (during work hours), facilities, *Confidential Information* or *Works* of a *Deloitte Entity*, (2) it is unrelated to the actual or reasonably anticipated business or research and development of a *Deloitte Entity*, and (3) it does not result from any work performed by me and the *Personnel* (during work hours) for a *Deloitte Entity*.

**Personnel** – partners, principals, members, officers and employees of a *Deloitte Entity*.

**PII** – information (excluding business contact information such as an individual's name and one or more of the following: organization name, organizational title, organizational role, business address, business telephone number (including business cell phone number and business email address) relating to an identified or identifiable natural person. An identifiable natural person is a natural person who can be identified, directly or indirectly, by reference to an identification number or factors specific to his or her physical, physiological, mental, economic, cultural or social identity. Set forth below is a non-exclusive list of information that constitutes PII when such information relates to an identified or identifiable natural person:

- Account number (bank account, credit card, etc.)
- Address
- Biometric identifier
- Certificate or license number
- Date of birth
- Government identifiers (such as PAN)
- Name\*
- Personnel Number
- Photograph or video identifiable to an individual
- Vehicle identifier or serial number
- Other information related to an individual that may directly or indirectly identify that individual (e.g., salary, performance rating, purchase history, call history, etc.)

\* Note: When an individual's name is used with PII that is not business contact information, it is included in the definition of PII.

**Pre-existing Agreements or Arrangements** – agreements or arrangements that (1) relate to any *Pre-existing Creations*; or (2) may affect my ability to comply with the requirements of this Employment Agreement, including all contractual and other restrictions or obligations with other parties, including any post-employment restrictions and required notifications to the extent applicable under 18 United States Code §207, CFR 3.104-4, and India laws, rules and regulations that may or will impose limitations on my professional activities during my *Employment* (such as any non-compete agreements with prior employers and the one-year ban on lobbying contacts).

**Pre-existing Creations** – any *Intellectual Property* and *Intellectual Property Rights* that were developed or created by me, alone or with others, or otherwise acquired by me, before the period of my employment in any capacity with the Employer, in which I claim any ownership or right.

**Proceedings** – past or pending (1) actual or threatened claims or complaints of, or arising out of service to, present or former clients, (2) regulatory, self-regulatory, disciplinary, administrative, civil or criminal investigations, inquiries, charges, complaints, actions, sanctions, alternative dispute resolution proceedings, other proceedings or matters (other than criminal proceedings which relate solely to the operation of a motor vehicle) of any kind or nature, in India or any other jurisdiction, against me, including criminal proceedings arising out of my provision of professional services, proceedings brought by a professional association, or proceedings involving the Securities and Exchange Board of India, United States Securities and Exchange Commission or the PCAOB, other professional bodies like the Institute of Chartered Accountants of India or (3) matters of any kind or nature which could adversely affect my association with the Employer or my ability to perform my duties or responsibilities to the Employer, whether set forth in this Employment Agreement or otherwise, or my registration with or licensure by any governmental, quasi-governmental, or other regulatory agency, body or entity, in or outside the United States or India.

**Systems** – the communications systems or any part of such systems that a *Deloitte Entity* owns, licenses or operates and approves for use, including, but not limited to, e-mail, text messaging, Lotus Notes, Deloitte Online (eRoom), instant messaging, local area network, wide area network, Intranet (e.g., DeloitteNet, D Street), Internet, extranet, collaborative tools (e.g., blogs, wikis, etc.), laptop and desktop computers, servers, air cards, Personal Digital Assistants, cell phones, telephones and voicemail.

**Works** – all *Intellectual Property*, in any *Form*, created by me, alone or with others, during the period of my *Employment* that (1) is created within the scope of my *Employment*; (2) relates in any manner to the actual or anticipated business, research, or development of a *Deloitte Entity*; (3) results from any work assigned to or performed by me, alone or with others, for the Employer; or (4) is created with the use of *Deloitte Property*. **B**

**Pre-existing Creations; Pre-existing Agreements or Arrangements**

I understand and agree that the Employer makes no attempt to verify my claim of ownership to any of the *Pre-existing Creations* listed, and makes no admission that any *Pre-existing Creations* listed are owned by me.

[If yes, please enter details below]

Yes, I do have *Pre-existing Creations*,  
*Pre-existing*  
*Agreements or Arrangements*

X No, I do not have *Pre-existing*  
*Creations, Pre-existing Agreements or*  
*Arrangements*

**Title**

**Date**

**Brief Description**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Print)

ACCEPTED AND AGREED TO:

**Deloitte Tax Services India Private  
Limited**

DocuSigned by:

  
2B8F65B8ECE5489...

Pooja Madnani

**Talent**

*Its: Authorized Signatory*

listed pursuant to Paragraphs 2 and 11 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment made in light of Paragraph 2 that *Pre-existing Creations*, if any, are described and explained in sufficient detail so that the likelihood of confusion between the employee's *Pre-existing Creations* and the Intellectual *Property* of a *Deloitte Entity* can be avoided or minimized in the future and further indicates that the *Pre-existing Agreements or Arrangements* have been obtained and reviewed and that the *Authorized Signatory* is satisfied that such *Pre-existing Agreements or Arrangements* will not interfere with the employee's ability to comply with the requirements of this Employment Agreement.

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\_\_\_\_\_  
C

**Proceedings**

**EXHIBIT**

[none, unless otherwise specified]

Yes, I do have *Proceedings* to report

X No, I do not have *Proceedings* to report

My signature below certifies that to the best of my knowledge, the information I have provided above, pursuant to Paragraph 3, is complete and accurate.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

**Exceptions to Post-Employment Restrictions: re: Clients**

[none, unless otherwise specified]

As specified in Paragraph 13, I agree that after a period of three (3) years from my start date or the date of my employment, as the case may be, the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on Exhibit D to support the application of the obligations of Paragraph 12 to those clients.

Yes, I do have  
Post-Employment Restrictions re: Clients

X No, I do not have  
Post-Employment Restrictions re: Clients



Name of ClientSpecified Kind of Services(s) Permitted

ACCEPTED AND AGREED TO:

**Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
 2B8F65B8ECE5489...

Pooja Madnani

**Talent**

Its: Authorized Signatory

Date

I have read and understood the above policy terms.

A n *Authorized Signatory's* signature is required only if information is provided pursuant to Paragraph 13 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment that criteria in Paragraph 13 have been fully satisfied, the clients listed have been properly identified, and the kinds of services permitted have been described with sufficient specificity.

**Terms and Conditions of Service**

In continuation to our offer of employment with **Deloitte Tax Services India Private Limited** (the "Employer"), please note the terms and conditions of service.

The italicized terms in these Terms and Conditions of Service are defined in **Exhibit A** of the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement hereto.

**Terms of Service****1. COMPLIANCE WITH INDEPENDENCE, ETHICS AND OTHER REQUIREMENTS**

Deloitte & Touche LLP performs attest services for certain of its clients and is subject to the independence requirements of, among others, the United States Securities and Exchange Commission (SEC), the United States Public Company Accounting Oversight Board (PCAOB), and the American Institute of Certified Public Accountants (AICPA). These requirements mandate that certain of the Employer's employees and their relatives be independent of some or all of such attest clients and their affiliates in accordance with the policies of Deloitte LLP and its subsidiaries (the "Deloitte US Entities").

Upon joining the Employer, you will be asked to review a listing of the attest clients and the affiliates of such clients of certain of the Deloitte US Entities and disclose relationships or financial holdings that you or your relatives may have that could affect the independence of the Deloitte US Entities. Any relationships or holdings that conflict with, among other things, the requirements of the SEC, the PCAOB or the AICPA or the independence or ethics policies of the Deloitte US Entities will need to be resolved immediately. Further, you will be required to comply with these policies throughout your career with the Employer, including, when applicable, maintaining a current list of certain of your financial interests (but not their value) in the independence tracking system.

As a condition to your joining the Employer and continued employment, you are required to complete a representation regarding your understanding of, and compliance with, independence and other matters, on a periodical basis (as requested beginning on

**EXHIBIT**

or prior to the date of you joining the Employer, annually thereafter, and upon certain changes in your role in the Employer), the details of which are provided in the independence representation. An example copy of this representation form is available for your reference on [www.deloittenet.com](http://www.deloittenet.com). The representation should be made to the best of your knowledge and ability. It is your responsibility to consult on any matter should you be uncertain or have a question. You are also requested to refer to [www.deloittenet.com](http://www.deloittenet.com) and *Independence* for more information in this respect. The representations made by you will be subject to an audit and may be reviewed by Deloitte LLP representatives and shared with certain third parties. If you are selected for such an audit, you will need to submit certain personal financial records to Deloitte LLP's internal audit team. Please be assured that Deloitte LLP fully intends to keep all information obtained through the audit process confidential and secure. You hereby give your consent to Deloitte LLP to use the information provided by you for such purposes as provided in the policies regarding independence and ethics.

In the event you (i) do not cooperate or comply with the independence requirements, or (ii) do not complete the necessary representations, or (iii) make inaccurate representation(s); you may be subject to disciplinary action including and up to termination of employment with the Employer.

Please feel free to contact or consult *Independence* should you require any further information or if you have any specific concerns in this respect.

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**2. NON DISCLOSURE, NON SOLICIT AND INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AGREEMENT ("Employment Agreement")**

You will be expected to sign the Employer's Employment Agreement. Please contact Talent for further details.

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**3. HARRASSMENT POLICY**

**Administrative Policy Release ("APR") 213** is the Employer's policy prohibiting harassment. Deloitte LLP's subsidiaries located in India ("Deloitte India (Offices of the US)") are committed to providing a working environment that is free from harassment based on caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis, in accordance with applicable Indian central, state or local law. Expressly forbidden are unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Depending on the circumstances, such harassment may also include conduct such as stereotyped or demeaning remarks or gestures or the display or circulation, whether in writing or electronically, of materials or pictures offensive to persons because of their caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis in accordance with applicable Indian central, state or local law. The full policy will be accessible to you on DeloitteNet after joining Deloitte U.S. India.

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#### 4. WORKING HOURS, HOLIDAYS, LEAVES AND MATERNITY BENEFITS

You will be provided with your standard working hours, which may vary over the course of your career. The Employer may, from time to time, subject to applicable laws, require the employee to work beyond these hours.

You shall be entitled to paid holidays and leave as per the Employer's policies.

Women employees are eligible for maternity benefits as per the recent amendments (2017) in the maternity benefit act, 1961, including having 26 weeks of maternity leave with pay, as applicable.

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#### 5. RETIREMENT AGE

The age of retirement for employees of Deloitte India (Offices of the US) is 60 years. Your employment will therefore automatically terminate at the end of the month in which you attain 60 years.

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#### 6. TRANSFERS

You may be transferred, assigned, or asked to attend training at the offices of a Deloitte Entity or its clients or third parties in India or abroad with or without additional compensation. In such an event, you will also be governed by the terms and conditions of service applicable to the transfer, assignment, or training.

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#### 7. NOTICE PERIOD FOR TERMINATION OF SERVICES

The notice period for termination of your services is **60 Days** by either side and/or salary in lieu of notice period on part of the Employer only.

The Employer expects all employees to maintain the highest standards of professional conduct at all times.

In order to assure orderly operations and provide the best possible work environment, the Employer expects you to follow rules of conduct that will protect the interests and safety of all personnel, including but not limited to the Code of Ethics and Professional Conduct.

In the event of any breach of the Code of Ethics and Professional Conduct, non-performance of a contractual obligation or the terms and conditions laid down in this Annexure, or if you engage in any misconduct whether or not in connection with or affecting the business or affairs of the Employer or the work conduct, as specified by Employer, you will be subject to disciplinary action up to and including termination of your services/ employment with the Employer without any notice or payment in lieu of notice notwithstanding any other terms and conditions stipulated herein.

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#### 8. MISCONDUCT

Misconduct may include but is not limited to:

- Irregular attendance: repeated or excessive absence, tardiness or early departures/ late comings without approval.
- Unreported or unapproved absence (including overstay of leave) for more than five consecutive days or deviation from assigned and accepted schedule for more than five days.
- Falsification or manipulation in background verification process or employment records, employment information, or other records prior to or after joining the Employer.
- Falsification or manipulation of Deloitte Time & Expense (DTE).
- Knowingly providing false statements, either verbally or in written form.
- Neglect of normal duties and functions.

- Practices such as reading personal materials during working time, having obscene or inappropriate posters or screen savers at your work station, playing games at your work station, etc.
- Continued discharge of work functions that do not meet the standards reasonably expected.
- Breach of the confidentiality provision in the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement including disclosing to any unauthorized person any *Confidential Information* or *PII*.
- Willful insubordination or disobedience, whether or not in combination with another, of any lawful and reasonable instructions of any member of management or any authorized person.
- Engaging in unapproved outside employment and activities as defined in APR 218 (US & IND) ([https://deloitte.net.deloitte.com/About/Policies/Admin/Pages/218\\_OutsideEmploymentActivities\\_US.aspx](https://deloitte.net.deloitte.com/About/Policies/Admin/Pages/218_OutsideEmploymentActivities_US.aspx)).
- Installing, downloading, copying or duplicating any unauthorized or unlicensed software, programs, games, or attachments on any computer system of the Employer or of any *Deloitte Entity* or its clients.
- Engaging in any illegal activities.
- Workplace violence, including threats of physical violence.
- Corporate credit card delinquencies.
- Causing damage to the property of the Employer, any *Deloitte Entity*, its clients, or their respective personnel
- Going on or abetting a strike in contravention of any law.
- Theft of any property belonging to another, the Employer or any *Deloitte Entity*, or their respective personnel, clients, or visitors
- Possession of firearms, explosives, knives or any instruments that can be used as an injurious or deadly weapon in the workplace or at any *Deloitte Entity* sponsored event.
- Corruption, fraud, or misappropriation of funds.
- Failure to comply with the policies, guidelines, rules and regulations of the Employer or a *Deloitte Entity* as applicable.
- Excessive personal use of the Employer's telephone, fax or computer systems.
- Failure to adhere to applicable laws.
- Any act prejudicial to or in conflict with the interests of the Employer or a *Deloitte Entity*.

The above terms and conditions are based on, and should be read in conjunction with, the Employer's policies, guidelines, procedures and other rules currently applicable, including but not limited to Administrative Policy Releases (APRs) and Deloitte India (Offices of the US)'s other policies, guidelines, rules, and regulations. The above rules are subject to amendments from time to time and the amended rules, policies, procedures, and guidelines would be posted on the Employer's Intranet site i.e. <https://deloitte.net.deloitte.com/Pages/Home.aspx> for employee reference. The policies will be updated from time to time in the future and we deem to have your consent to any and all such changes. Furthermore, upon acceptance of employment with the Employer, you may be requested to read and acknowledge acceptance of various policies and guidelines of the Employer. It is expected that you will read and acknowledge all such communications.

Effective as of **November 13, 2022**, I accept all the terms and conditions of the Employer as stipulated in these Terms and Conditions of Service.

Signature

Name

**Training Agreement****Dear :**

On behalf of **Deloitte Tax Services India Private Limited**, please accept our congratulations on your recent offer of employment to join the Company as **Tax Consultant I** pursuant to the terms and conditions of your offer letter dated **November 13, 2022**. You made a very favorable impression with everyone you met and we are excited about the possibility of you joining the Company.

As you may be aware, as a condition of employment with the Company, you may be required to travel Overseas to attend a series of training sessions for a period of up to 90 days. This training will be a combination of classroom procedural training as well as on-site training to observe employees conducting similar work at various client locations. This training represents the confidence we have in your ability to be a valuable member of the practice of the Company.

As per Company policy, we kindly bring to your attention that all employees attending training overseas are required to sign a Training Agreement which will obligate the employee to repay a calculated amount of the costs associated with the training, only if the employee resigns his/her position or are terminated for cause within a specified period after completion of the training (usually between 6 to 18 months). This repayment obligation disappears after the specified period of time has lapsed. We all look forward to seeing you again soon and having you join our team of outstanding professionals.

Sincerely,

For

**Deloitte Tax Services India Private Limited**

DocuSigned by:

*Pooja Madhuni*

By:

2B8F65B8ECE5489...

Signature

**Authorized Signatory**



**Offer: Computer Consultancy**  
**Ref: TCSL/DT20228278612/Bangalore**  
**Date: 8/9/2022**

Dear KARTIK KUMAR SINGH

**Sub: Letter of Offer**

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade **Y**. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be **350000/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year. Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &



Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

## **COMPENSATION AND BENEFITS**

### **BASIC SALARY**

You will be eligible for a basic salary of `14,784/- per month.

### **BOUQUET OF BENEFITS (BoB)**

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

#### **1. House Rent Allowance (HRA)**

Your HRA will be `5,914/- per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

#### **2. Leave Travel Allowance**

You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

#### **3. Food Card**

You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias. As per the Pre-Defined structure you will be eligible for a Food Card with an amount of `500/- being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.



## **PERFORMANCE PAY**

### **Monthly Performance Pay**

You will receive a monthly performance pay of `1,700/-. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

### **Quarterly Variable Allowance**

Your variable allowance will be `600/- per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

## **CITY ALLOWANCE**

You will be eligible for a City Allowance of `200/- per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

## **XPLORE/ LEARNING INCENTIVES**

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

## **OTHER BENEFITS**

### **Health Insurance Scheme**

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:





## **1. Basic Cover**

- i. Entitlement - Includes domiciliary expenses up to `6,000/- per insured person per annum and basic hospitalization expenses up to `2,00,000/- per insured person per annum.
- ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

## **2. Higher Hospitalisation**

Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

- i. Entitlement - You and your enrolled dependants will be entitled for `12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.
- ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

## **Maternity Leave**

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother, may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

## **Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)**

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of `250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

## **Loans**

You will be eligible for loans, as per TCSL's loan policy.

## **Professional Memberships**

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.



## **RETIRALS**

### **Provident Fund**

You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

### **Gratuity**

You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

## **TERMS AND CONDITIONS**

### **1. Aggregate Percentage Requirements**

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

### **2. Pre requisites for Joining**

To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.



### **3. Training Period**

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

### **4. Working Hours**

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

### **5. Mobility**

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

### **6. Compensation Structure / Salary components**

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

### **7. Increments and Promotions**

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

### **8. Alternative Occupation / Employment**

Either during the period of your traineeship or during the period of your employment as a



confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

## **9. Confidentiality Agreement**

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

## **10. Service Agreement**

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL `50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

## **11. Work in SBWS mode**

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.

## **12. Overseas International Assignment Agreement**

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related



documents pertaining to the international assignment for which you are being placed. In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

### **13. Terms and Conditions**

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

### **14. TATA Code of Conduct**

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

### **15. Notice Period**

Upon your confirmation, this contract of employment is terminable by you by giving 90 days notice in writing to TCSL. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion.

Upon your confirmation, this contract of employment may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

It is understood, agreed and made abundantly clear herein that you shall have to necessarily work during the notice period given by TCSL under this clause, unless you are otherwise relieved by TCSL by giving you payment in lieu of notice.

Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by it at its own discretion having regard to the responsibilities shouldered by you while being in the employment of TCS.

### **16. Retirement**

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

### **17. Pre-employment Medical Certificate**

You are required to submit a Medical Certificate of Fitness (in the format prescribed by





TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

### 18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

### 19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining. If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

### 20. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)



- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :

\*There is no criminal offence registered/pending against you

\*There is no disciplinary case pending against you in the university

- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

\*PAN Card (Permanent Account Number)

\*Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)

\*Passport

\*NSR E-Card

## **21. TCS Xperience Program**

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

## **22. Letter of Appointment**

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

## **23. Rules and Regulations of the Company**

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from



time to time. The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

#### **24. Compliance to all clauses**

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

#### **25. Data Privacy Clause:**

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of overseas deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.



**Withdrawal of Offer**

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

**For TATA Consultancy Services Limited**

**Girish V. Nandimath**  
**Global Head Talent Acquisition & AIP**



[Click here](#) or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary  
Annexure 2: List of TCS Xplore Centres  
Annexure 3: Confidentiality and IP Terms



## GROSS SALARY SHEET

Annexure 1

|                       |                                          |
|-----------------------|------------------------------------------|
| <b>Name</b>           | <b>KARTIK<br/>KUMAR<br/>SINGH</b>        |
| <b>Designation</b>    | <b>Assistant System Engineer-Trainee</b> |
| <b>Institute Name</b> | <b>Others</b>                            |

Table 1: Compensation Details (All Components in INR)

| <b>Component Category</b>             | <b>Monthly</b> | <b>Annual</b>      |
|---------------------------------------|----------------|--------------------|
| <b>1) Fixed Compensation</b>          |                |                    |
| Basic Salary                          | 14,784         | 1,77,408           |
| Bouquet Of Benefits #                 | 7,646          | 91,752             |
| <b>2) Performance Pay**</b>           |                |                    |
| Monthly Performance Pay               | 1,700          | 20,400             |
| Quarterly Variable Allowance*         | 600            | 7,200              |
| <b>3) City Allowance</b>              | 200            | 2,400              |
| <b>4) Annual Components/Retirals</b>  |                |                    |
| Health Insurance***                   | NA             | 7,900              |
| Provident Fund                        | 1,774          | 21,289             |
| Gratuity                              | 711            | 8,533              |
| Total of Annual Components & Retirals | 2,485          | 37,722             |
| <b>TOTAL GROSS</b>                    | <b>27,415</b>  | <b>350000</b>      |
| <b>Xplore/ Learning Incentive****</b> |                | <b>Upto 60,000</b> |

# Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

\* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

\*\*The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

\*\*\* For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

\*\*\*\* Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

| <b>Component Category</b>        | <b>Monthly</b> | <b>Annual</b> |
|----------------------------------|----------------|---------------|
| House Rent Allowance             | 5,914          | 70,968        |
| Leave Travel Assistance          | 1,232          | 14,784        |
| Food Card                        | 500            | 6,000         |
| <b>GROSS BOUQUET OF BENEFITS</b> | <b>7,646</b>   | <b>91,752</b> |



## Annexure

|                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                       |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Ahmedabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Garima Park, IT/ITES SEZ, Plot # 41,<br>Gandhinagar - 382007                                                                                                                                                                                 | <b>Bangalore</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Gate 1, No 42, Think campus, Electronic City phase II,<br>Bangalore - 560100, Karnataka                                                                                           |
| <b>BUBANESHWAR</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Training Lab Venue: Barabati, IRC Block, Ground Floor,<br>Tata Consultancy Services Limited, (UNIT-II) - BARBATI<br>SEZ, IT/ITES - SPECIAL ECONOMIC ZONE (SEZ), PLOT NO.<br>35, CHANDAKA INDUSTRIAL ESTATE, PATIA,<br>Bhubaneswar - 751024 | <b>Chennai</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>415/21-24, Kumaran Nagar, Old Mahabalipuram Rd,<br>TNHB, Sholinganallur, Chennai, Tamil Nadu 600119                                                                                 |
| <b>DELHI – Gurgaon</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Block C, Kings Canyon, ASF Insignia, Gurgaon -<br>Faridabad Road, Gawal Pahari, Gurgaon - 122003,<br>Haryana                                                                                                                           | <b>DELHI – Noida</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. A-44 & A-45, Ground, 1st to 5th Floor & 10th<br>floor, Galaxy Business Park, Block - C & D, Sector - 62,<br>Noida - 201 309, UP                                      |
| <b>Guwahati</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>5th Floor, NEDFi House, G.S. Road, Dispur, Guwahati -<br>781006, Assam                                                                                                                                                                        | <b>Hyderabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Q City, Nanakramguda, Hyderabad                                                                                                                                                   |
| <b>INDORE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor,<br>Village Tigariya Badshah & Bada Bangarde, Tehsil<br>Hatod, Indore - 452018,<br>Madhya Pradesh                                                                                           | <b>KOLKATA</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Ecospace 1B building, 2nd Floor, Plot - IIF/12, New<br>Town, Rajarhat, Kolkata - 700160, West Bengal OR<br>Auditorium, 2nd Floor, Wanderers Building, Delta Park -<br>Lords |
| <b>KOCHI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>TCS centre, Infopark Road Infopark Campus, Infopark,<br>Kakkanad, Kerala 682042                                                                                                                                                                  | <b>MUMBAI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Yantra Park, Pokharan Road Number 2, TCS Approach<br>Rd, Thane, West, Thane, Maharashtra 400606                                                                                      |
| <b>NAGPUR</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,                                                                                                                                                                                         | <b>PUNE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park,<br>Hinjewadi Phase III, Pune - 411057, Maharashtra                                                                               |
| <b>Trivandrum</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Peepul Park, Technopark Campus, Kariyavattom P.O,<br>Trivandrum - 695581, India                                                                                                                                                             |                                                                                                                                                                                                                                                       |



## Annexure

### Confidentiality and IP Terms and Conditions

#### 1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.





## **2. Associate's Obligations**

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

## **3. Intellectual Property Rights**

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filing or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.



#### **4. Prior knowledge**

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

#### **5. Use of third party material**

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

#### **6. Security policies and Guidelines.**

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

#### **7. Working in SBWS Framework:**

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.



(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

## **8. Restriction on Associate's Rights**

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

## **9. No License**

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.



## 10. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

## 11. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay or omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.





(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.

**KAUSTUBH KASTURIRANGA**

Dear **KAUSTUBH KASTURIRANGA**

On behalf of CAI Info India Private Ltd., I would like to reconfirm our verbal offer of employment as a **"Jr. Software Engineer"** for an annual CTC of Rs. 3,00,000.00 (Rupees three lakhs thirty thousand) beginning on your anticipated start date, Monday, February 05, 2024. This will be paid to you monthly at the end of each month in increments of Rs. 25,000.00 (gross monthly CTC).

Special Clauses:

- During the period of your employment, the Company may at any time assign or transfer you to any location in the world where the Company/its clients has its establishment. In such an event, you shall be entitled to allowances in accordance with the policies of the Company.
- If you do not have an existing account with ICICI Bank, you will be required to establish one within 2 weeks of your first pay.
- You shall be considered for the next financial review in 2025.

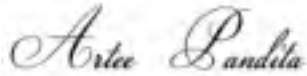
You are required to bring the following documents at the time of reporting for employment: -

- Last updated resume
- Latest passport size photograph
- A copy of Educational Certificates for all years of education and mark cards -
- Copy of passport
- Form 16

Please sign the bottom portion of this letter indicating your acceptance of this position and return the same immediately. You will be issued an appointment letter upon your acceptance of this offer letter.

Thank You and Welcome.

Yours Truly, Accepted By:



**Artee Pandita** \_\_\_\_\_  
**Director-Human Resources**

Divyasree Towers, Floor 5, Guruppanapalya  
Bannerghatta Main Road, Bangalore-560029  
[www.cai.io](http://www.cai.io) [inquire@cai.io](mailto:inquire@cai.io)

Detailed CTC Breakdown:

| Description       | Monthly              | Yearly                 |
|-------------------|----------------------|------------------------|
| Basic             | INR 13,750.00        | INR 1,65,000.00        |
| HRA               | INR 5,500.00         | INR 66,000.00          |
| Conveyance        | INR 300.00           | INR 3,600.00           |
| Medical Allowance | INR 700.00           | INR 8,400.00           |
| Statutory Bonus   | INR 2,500.00         | INR 30,000.00          |
| Provident Fund    | INR 3,300.00         | INR 39,600.00          |
| Gratuity          | INR 661.38           | INR 7,936.50           |
| Special Allowance | INR 788.63           | INR 9,463.50           |
| <b>Total</b>      | <b>INR 25,000.00</b> | <b>INR 3,00,000.00</b> |

Accepted By:

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Divyasree Towers, Floor 5, Guruppanapalya  
Bannerghatta Main Road, Bangalore-560029  
[www.cai.io](http://www.cai.io) [inquire@cai.io](mailto:inquire@cai.io)

**CAI Info India Private Limited**

080 -45340400



## Offer Letter - Intech Additive Solutions Pvt. Ltd.

Dear KEERTHANA P

Congratulations! We are pleased to offer you a position with Intech Additive Solutions Pvt. Ltd. in our DfAM group. The **internship** will be for 6 (Six) months. We will assess your performance over the initial months of the internship and convert your internship to a full-time job **offer** if your performance meets our requirements – to commence as soon as you graduate with the CTC of **INR 7,00,000/-**

Your stipend will be **INR 15,000/- (Indian Rupees Fifteen Thousand only) per month** for the internship duration, subject to the deduction of withholding taxes and statutory levies under applicable law towards your services.

Please confirm your acceptance of our internship offer via email as soon as possible.

You will be required to produce the following documents at the time of joining - Aadhar Card, PAN Card, and Bank details (Soft copy of cheque or 1st page of passbook).

During the internship period with us,

- Please follow instructions from your supervisors diligently and earnestly about your work.
- The company's rules and regulations will govern you.
- Confidentiality: You must maintain confidentiality associated with the company's information, including customer information. In this regard, you will sign a Confidentiality Agreement with the company.

We wish you the very best!

Best regards,

Murari Venkataraman Vice  
President - Operations Intech  
Additive Solutions Pvt. Ltd.  
#239, 11th Main Road,  
2nd Cross Road, 3rd Phase,  
Peenya Industrial Area, Bengaluru  
560058.



**Deloitte Tax Services India Private Limited**  
**Deloitte Tower Survey No. 41 Gachibowli Village, Ranga**  
**Reddy District, CIRCLE 3, Hyderabad - 500032, Telangana,**  
**India**

**Tel: +91 040 67621000**

**www.deloitte.com**

**Keerthana S**

**Subject: Offer of Employment Dear**

**Keerthana S**

On behalf of **Deloitte Tax Services India Private Limited** (the "Employer" or "Company"), I am pleased to confirm our offer of employment to you as **Tax Consultant I** based in **Hyderabad**.

We extend this offer, and the opportunity it represents, with great confidence in your abilities. You have made a very favorable impression with everyone you met and we are excited with the prospect of you joining our organization on **November 13, 2022**. Your immediate manager will communicate details of your role and work responsibilities in the initial weeks of your joining the Employer. During your employment, the Company may require you to work on any project that you are assigned to, on any technical platforms/skills and nature of the project, in differentiated work timing, at designated work space and location as may be decided by the company.

As part of your annual compensation, you will receive a Total Salary of **Rs. 760000/-** and, will be eligible for a performance linked variable bonus. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount could vary depending upon the business and individual performance each fiscal year and, in some situations, could exceed the payout range indicated. Any amounts paid will be subject to statutory and other deductions as per Employer policies and practices. The details of your compensation breakdown are provided in the attached Annexure A.

As an incentive to join the Company, you are eligible to receive a joining bonus of **Rs./₹ 100,000/-** subject to your reporting for full-time employment on **November 13, 2022**. This amount will attract applicable taxes and will be processed as part of your first month's payroll. You will have an obligation to repay the entire amount of your joining bonus if you resign your position or are terminated for cause by the Company within **12 months** of your start date.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

Your employment with us will be governed by the Terms and Conditions as detailed in **Annexure B**, as well as any and all rules, regulations, guidelines, policies and practices of the Employer, which may be amended from time to time. Deloitte LLP and its U.S.-based subsidiaries (the "Deloitte U.S. Firms") requires their employees to make the necessary representations regarding independence and other matters. Because the Employer is an Indian subsidiary of Deloitte LLP, we must also comply with these independence requirements. Accordingly, this offer is conditional upon you agreeing to make such representations under the Employer's Independence Representations requirements, as further explained in **Annexure B**.

Your compensation details are confidential, and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization. We would like you to join the Employer on **November 13, 2022**, or an alternative mutually agreed upon date.

This offer letter, together with the Annexures described herein, and the Non-Disclosure, Non Solicit and Intellectual Property Rights Assignment Agreement, the Information Security Policy (which you are required to sign upon joining), constitute the entire agreement between the parties with respect to the subject matter of this offer, and supersedes all other previous or contemporaneous oral or written representations, understandings or agreements relating to the subject matter of this offer between you and the Employer or its affiliates.

In compliance with applicable laws, Deloitte India (Offices of the US) provides its professionals with home pick-up and drop transport services within **pre-defined** boundary if their shift timings are between 8:30 p.m. - 6:00 a.m. in Hyderabad, 9:00 p.m. - 6:00 a.m. in Mumbai, Pune; 7:00 p.m. - 6:00 a.m. in Gurugram, 8:00 p.m. - 6:00 a.m. in Bengaluru, Chennai, and Kolkata.

This letter and **Deloitte Tax Services India Private Limited** employment application are intended to be final. To accept the offer and the terms of this letter, please sign below in the space provided within three business days.

**R**, everyone you have interviewed with joins me in extending to you congratulations and warm regards. We look forward to you joining our team.

Sincerely,

**For Deloitte Tax Services India Private Limited** Best regards,

DocuSigned by:  
*Pooja Madhani*  
2B8F65B8ECE5489...

By: \_\_\_\_\_  
Signature

**Authorized Signatory**

**Acceptance**

I, **R**, hereby accept the terms and conditions of this employment offer.

Please sign and date your Acceptance

**Annexure A**

**Tax Consultant I -**

| Description                              | Monthly (Rs. per month) | Annual (Rs. per Annum) |
|------------------------------------------|-------------------------|------------------------|
| Basic Pay                                | 20,000                  | 240,000                |
| House Rent Allowance (HRA)               | 10,000                  | 130,000                |
| Special Allowance <sup>1a &amp; 1b</sup> | 16,100                  | 193,200                |
| Leave Travel Allowance <sup>2</sup>      | 2,166                   | 26,000                 |
| Differential Allowance                   | 6,691                   | 80,633                 |
| Meal Card <sup>3</sup>                   | 2,200                   | 26,400                 |
| Employer's contribution to PF            | 2,300                   | 27,600                 |
| Total Salary (in Rs.)                    | 59,457                  | 760000                 |

|                                        |                                                                                                                                                                                                            |               |
|----------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|
| Variable Bonus*                        | You are eligible for a performance linked variable bonus. It will be paid out at the end of the fiscal year, as applicable and on the basis of your individual performance and performance of the business |               |
| Medical Insurance Premium <sup>4</sup> | <b>3,014</b>                                                                                                                                                                                               | <b>36,167</b> |

\*The Variable Bonus will vary, primarily based on your individual performance and the performance of the business, during the Employer's fiscal year which is June through May. Your performance will be formally assessed as a part of the Employer Performance Review Cycle Process. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount will vary depending upon the business and individual performance and in some circumstances, could exceed the payout range indicated. The performance of all the employees who have joined the Employer prior to March 1st will be assessed for the fiscal year ending in May. The disbursement of a Variable Bonus, if applicable, is subject to you being active on the rolls of the Employer, during the Annual Incentive Program payout cKARTHIKRAJ Kcycle for the fiscal year. For employees joining during the period March 1st to May 30th, a prorated Variable Bonus, if applicable, will be based on the first year-end review ratings in the subsequent year and paid during the Annual Incentive Program payout cycle of that year. The Variable Bonus will not be paid in the event of termination of employment for any reason on or before the disbursement time. The application and interpretation of, and any determinations related to, the Variable Bonus is at the sole discretion of Employer. Employer may amend or terminate the Variable Bonus at any time. All compensation and benefits are based on employee's position with the Employer in India.

Contd/-....

Annexure A

1

All employees may claim tax exemption, subject to tax rules from time to time, from their Special Allowance component, expenses incurred towards communication and Driver / Fuel & Maintenance Expenses as per eligibility mentioned below:

**Employee Level - Tax Consultant I**

1a

*Communication Expenses*

*Only one Post paid mobile, one Land Phone and One internet connection bill(s) can be claimed.*

1b

*Fuel Expenses*

*Petrol / Driver / Insurance / Repairs & Maintenance*

**Rs./₹ 3,000/-** per month**Rs./₹ 7,500/-** per month

1a The internet/telephone/mobile bills should be in the Employee's name.

1b

For claiming vehicle running expenses (Driver / Fuel / Repairs & Maintenance expenses) the vehicle has to be in the name of the Employee and the current tax rules are as under. The above limits will be applicable for all those who are on company car lease program and the below limits will apply for all those who are on self-owned car. In case of company leased car, taxability would be as per the current perquisite valuation rules.

| Nature of Expenses | Own Vehicle –Maximum Tax exemption limit per month |           |                |
|--------------------|----------------------------------------------------|-----------|----------------|
|                    | 4 Wheelers (Engine Capacity)                       |           |                |
|                    | <= 1600 cc                                         | > 1600 cc | Two Wheelers   |
| Fuel & Maintenance | Rs. 1,800                                          | Rs. 2,400 | Rs. 900        |
| Driver's Salary    | Rs. 900                                            | Rs. 900   | Not applicable |

All employees at and above **Senior Staff** are eligible for the company car lease program. If you choose to avail of this benefit, the amount towards lease rental will be paid by the firm on your behalf to the leasing company and your compensation structure will be adjusted accordingly. A revised letter with the new compensation structure will be issued that will supersede this letter for all practical purposes.

2

The Leave Travel Allowance (LTA) will be paid on a monthly basis as an allowance with tax deducted at source. If you choose to avail the tax benefit on LTA, you should submit proof of expenses incurred by you for Self and / your immediate dependents. The taxability or otherwise of LTA will be as per the Income Tax Act 1961, details of which will form part of the LTA Form.



3 Meal Card amount will be credited at the start of each month and for the first month (For New Hires) prorated amount will be processed as part of payroll. If not collected, it will be processed as a taxable amount with the salary.

4 Annual Floating Medical Insurance Coverage for self and **6 dependents** is being paid by the Employer on your behalf. The premium amount is subject to change every year post renewal of insurance policy. In case you opt for an enhancement of the coverage limit, the additional premium will be adjusted accordingly from the special allowance.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

You may also be eligible to either a One-time Stipend or a temporary lodging basis joining the registered office location, you will receive a survey from Deloitte prior to your joining.

You may select the best option for availing the relocation assistance. If an employee who has availed this reimbursement decides to quit within 18 months from the date of relocation claim for whatever reason, the relocation reimbursement paid to the employee will be recovered in full, from the employee's full and final settlement.

By joining the Company, you will become a member under the 'Deloitte USI Employees Welfare Trust' and may be required to make a nominal contribution as a member.

Original bills towards the above components should be submitted during the Income Tax fiscal period evidencing the expenditure to get Income Tax exemption, failing which the same will attract applicable Income Tax.

Submission of false, tampered or altered bills as proof of expense for any of the above components will result in disciplinary action including termination of employment.

**Your compensation above is subject to income tax deduction per rules and guidelines prescribed under the prevailing tax laws. This may change from time to time in line with the amendments done in tax laws.**



**Hyderabad**

## **Annexure B**

### **Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement ("Employment Agreement")**

In consideration of my employment by **Deloitte Tax Services India Private Limited**, an Employer incorporated under the provisions of the Companies Act, 1956 and having its registered office **Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District, CIRCLE 3, Hyderabad - 500032, Telangana, India** (the "Employer") as **Tax Consultant I** - and other valuable consideration, I acknowledge and agree that:

#### **PRELIMINARY MATTERS**

**1. Defined Terms.** The italicized terms in this agreement (the "Employment Agreement") are defined in **Exhibit A** hereto.

**2. Pre-existing Agreements or Arrangements.** I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Agreements or Arrangements*. The Employer expects me to abide by all restrictions or obligations that are contained in such Preexisting Agreements or Arrangements and to avoid involvement, while employed by the Employer, in any matter that could pose a conflict as a result of confidential information or intellectual property obtained by me prior to my *Employment*. I further represent that none of these restrictions or obligations, including those set forth in any non-compete agreements with prior employers, is inconsistent with my acceptance of the Employer's offer of *Employment* or my becoming, and serving as, **Tax Consultant I** of the Employer. To the extent applicable and if I am joining the Employer after having served as an employee or official of the United States Government, I further represent that: (1) I have disclosed my prior participation, if any, in any discussions or negotiations with, or decisions to award contracts to, the Deloitte U.S. Firms while I was employed by the United States Government; and (2) I had either recused myself or had not played an active role in the applicable United States Government agency's decision to award any contracts to the Deloitte U.S. Firms while I was employed by the United States Government.

#### **PROTECTION OF OUR BUSINESS**

**3. Reporting of Proceedings.** Except as provided by law and except as I have disclosed in writing on **Exhibit C** to this Agreement, I represent and warrant that I have no *Proceedings* to report. Should I become a subject of any *Proceedings* during my association with the Employer, I agree to immediately report, in writing, all relevant facts to the Chief Talent Officer

of Deloitte LLP, the Regional Talent Director of the Employer, and the Chief Ethics and Compliance Officer of Deloitte LLP. I understand that my responses are subject to audit and review by the Employer and others in accordance with applicable professional, ethical, legal, or Employer requirements, rules, regulations, policies, or practices, or other requests.

**4. Confidentiality.** I acknowledge that, by virtue of my *Employment*, I will acquire and be exposed to, have access to, make use of and/or create *Confidential Information*. Therefore, I agree to hold in trust and confidence all such *Confidential Information*. I will neither disclose any such *Confidential Information* to anyone outside a *Deloitte Entity* without the prior written approval of an *Authorized Signatory*, except as required by my authorized duties for the Employer, nor use any such *Confidential Information* for any purpose other than for the benefit of a *Deloitte Entity*.

**5. Third Party Information and Property.** I agree that during my *Employment*, I shall not use or disclose any confidential information or intellectual property of any former employer or other person or entity without the prior written authorization of such employer, person or entity and the prior written consent of an *Authorized Signatory*. If I were to use or disclose any such Confidential Information or Intellectual Property without prior consent, and any of the *Deloitte Entities* become the subject of any claim from a third party regarding such unauthorized use or disclosure, I agree to hold harmless and indemnify the *Deloitte Entities* for any legal defense costs and/or damages related to any such claim.

**6. Authorization.** Only employees of the Employer holding a senior or managerial position with the Employer will be authorized by a specific authorization, delegation, or power of attorney to sign legal documents, representing the Employer. Similarly, only such authorized employees of the Employer may speak about the Employer, the business and plans, various client-related projects etc.

**7. Competing Activities and Conflict of Interest.** During the period of my *Employment* I will not, directly or indirectly, participate in or in any way render services or assistance to any business that is or may be competitive with a *Deloitte Entity*, whether or not for compensation, or engage in any conduct which might result in, or create the appearance of using my position for private gain or other than for the benefit of a *Deloitte Entity*, or otherwise create a conflict, or the appearance of a conflict, of interest with a *Deloitte Entity*. Such conduct shall include, but not be limited to, having an undisclosed financial interest in any vendor or supplier of a *Deloitte Entity*, accepting payments of any kind or gifts other than of a nominal value from vendors, clients or suppliers, or having an undisclosed relationship with a family member or other individual who is employed or associated with any entity in active or potential competition with a *Deloitte Entity*, and which creates a conflict of interest. I represent and warrant that I am not currently aware of any present or past violation of this provision.

**8. Authorization to Access Systems and Electronic Communications and use of Deloitte Property.** I understand that while employed with a *Deloitte Entity*, I will use and have access to the Systems. I also acknowledge that a *Deloitte Entity* has the right at any time to access, retrieve, delete, monitor, examine, use and/or disclose my Electronic Communications and information from (or about) me and the content, without notice to me, and that such *Electronic Communications* are considered part of a *Deloitte Entity's* business and client records and are not to be considered private or personal to me or any other *Personnel*. I further acknowledge that this right extends to *Electronic Communications* transmitted for either a business or personal purpose.

I agree that I am authorized to access the *Systems* only for approved business purposes and occasional personal use if such use does not interfere with my work responsibilities and other required business activities, business operations, or *Systems* performance. However, I also acknowledge that such occasional personal use does not create an expectation of privacy as to any of my personal *Electronic Communications* and, as such, are *Deloitte Property*.

I further acknowledge that I am not authorized to use the *Systems* for personal gain or any illegal or unethical use. I agree that under no circumstances am I authorized to access any of the *Systems* for the purpose of obtaining *Deloitte Property* for a competitor of a *Deloitte Entity*, transmitting *Deloitte Property* to me (e.g., emailing *Confidential Information* to my personal email address) or to a third party for purposes other than furthering the business objectives of a *Deloitte Entity*. I am not authorized to download a *Deloitte Entity's Confidential Information* or other *Deloitte Property* to removable media such as a CD Rom, disk or thumb drive other than as authorized for furthering the business objectives of a *Deloitte Entity*.

I will be responsible for the safe keeping and return in good condition and order of all the *Deloitte Property* that may be in my use, custody, care or charge. For the loss of any *Deloitte Property* in my possession or custody or for which I have been assigned responsibility, the Employer will have a right to assess on its own basis and recover from me, the damages in respect of such materials (out of the amounts due to me or otherwise) and to take such other legal action as it deems appropriate including termination of my employment without notice or payment in lieu thereof in the event of my failure to account for such material or property to its satisfaction.

**9. Security.** I am provided with a worktable and lockable storage space. I will ensure they are locked when unattended and understand that a duplicate key will only be provided if I sign for it. I am required to display my identity card to the appropriate security personnel on demand and at all times within the office premises.

#### **10. Ownership of Works.**

a. I agree that the Employer owns all rights, title and interest in and to all *Works*.

- b. I agree that all *Works* are deemed works made for hire under India copyright or applicable laws or equivalent laws of any applicable foreign jurisdiction, and all *Intellectual Property Rights* therein vest automatically in the Employer upon creation of the *Works*. I agree that, to the extent any *Work* is held not to be a work made for hire, I hereby irrevocably assign all *Intellectual*

*Property Rights* in the *Work* to the Employer. Notwithstanding anything contained in Section 19(4) of the Indian Copyright Act, 1957, I agree that such assignment shall continue to be in force for perpetuity irrespective of whether or not the Employer exercises its rights as the assignee for any period of time.

- c. I will at all times, even after termination of my *Employment*, do whatever the Employer reasonably requests of me, at the Employer's expense, to document the assignment of any *Works* to the Employer or to assist the Employer in pursuing, renewing, extending or assigning any *Intellectual Property Rights*, and otherwise perfecting, protecting and enforcing said *Intellectual Property Rights* in, any *Works*. I agree that, as between me and the Employer, the Employer shall be the sole author, inventor, and owner of all such *Works* and *Intellectual Property Rights* therein throughout the world, and that the Employer shall have the sole right to seek copyright registrations, patents or trademark registrations, including all extensions and renewals thereof. I also hereby agree that I waive all moral rights in any *Works*.

I also agree to assign all my right, title and interest in and to any particular *Works* to a third party as directed by the Employer.

In the event the Employer is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraphs, I hereby irrevocably designate and appoint the Employer and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and in my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraphs with the same legal force and effect as if executed by me. I hereby waive any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any *Works* assigned hereunder to the Employer.

- d. During a 12 month period after termination of my *Employment*, I agree that any *Intellectual Property* I create or conceive that results from and is related to any work assigned to or performed by me for the Employer, or that was created using *Deloitte Property*, is a *Work* that is subject to Paragraph 10 (b) above. For purposes of clarification, the foregoing provision is in addition to, and not in limitation of, any rights and remedies the Employer may have under the applicable laws protecting *Intellectual Property* of the *Deloitte Entities*.

- e. I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Employer) of all *Works* developed by me during the period of my employment with the Employer, which records shall be available to and remain the sole property of the Employer at all times.

**11. Pre-existing Creations; Personal Creations.** My obligations in Paragraph 10 do not apply to *Pre-existing Creations* and *Personal Creations*. I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Creations*. I acknowledge and agree that I will not assert any ownership rights against the *Deloitte Entities*, or their respective clients, with respect to any *Pre-existing Creations* unless they appear on **Exhibit B**, and **Exhibit B** has been accepted and agreed to by an *Authorized Signatory* who has signed at the bottom of such **Exhibit B**. I further agree that I shall not use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment* without the prior written consent of an *Authorized Signatory*. To the extent that I use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment*, I agree that, except as otherwise provided in a written agreement executed by me and the Employer, I hereby grant to the Employer an irrevocable, royalty free, perpetual, fully paid up, transferable, sub-licensable license to use, reproduce, distribute, display, perform, modify and create derivative works of and otherwise exploit such *Pre-existing Creations* or *Personal Creations* for any purpose including, but not limited to, client engagements.

**12. Post- Employment Restrictions re: Clients.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or serving of certain clients related to my work for a *Deloitte Entity* would necessarily involve the unauthorized use or disclosure of *Confidential Information*, and the proprietary relationships and goodwill of the *Deloitte Entities*, and, in the case of my serving of certain clients, could compromise the full compliance of the Employer or another *Deloitte Entity* with the applicable laws, rules and regulations of a U.S. or India regulatory body or other independence-related requirement of a regulatory body. Accordingly, during the period of my *Employment* and for a period of one year thereafter, I will not, directly or indirectly, solicit or provide services to any existing client of a *Deloitte Entity* with which I had personal contact and provided services during the two-year period prior to termination of my *Employment*.

**13. Exceptions to Post- Employment Restrictions re: Clients.** I understand that the obligations of Paragraph 12 will not apply for a period of three (3) years after my start date or the date of my promotion or transfer to clients of a *Deloitte Entity* and/or certain specified kinds of services rendered to such clients that meet all of the following criteria: (a) are personal clients of mine who came to a *Deloitte Entity* solely to avail themselves of certain specified kinds of services rendered by me and only as a result of my own independent recruitment efforts, which a *Deloitte Entity* neither subsidized nor otherwise financially supported as part of a program of client development, (b) are listed on **Exhibit D** expressly by name with respect to client and with sufficient specificity with respect to the kinds of service(s) that I will be permitted to render, and (c) are

accepted and agreed to as to their listing on **Exhibit D** by an *Authorized Signatory* who has signed at the bottom of such Exhibit. I agree that after a period of three (3) years from my start date or the date of my promotion or transfer the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on **Exhibit D** to support the application of the obligations of Paragraph 12 to those clients.

**14. Future Employment with Clients.** Except as otherwise provided herein, I understand that I am not prohibited from accepting employment with a client (or an affiliate of such client) of a *Deloitte Entity*. Before entering into substantive discussions with an *Attest Client* regarding any employment opportunity, I acknowledge and agree that during my *Employment* and for five years thereafter I must first notify *Independence* and obtain prior written approval from *Independence*. I acknowledge and understand that it is the intent of the Employer to interpret and apply this provision (a) in an effort to ensure the full compliance of the *Deloitte Entities* with applicable U.S. and India laws, rules, and regulations; (b) to serve the public interest; and (c) to protect the legitimate interests of the *Deloitte Entities* or their respective *Attest Clients* under applicable U.S. or India laws, rules and regulations in a manner that is no greater than is reasonably necessary to protect such interests and without being unduly harsh and oppressive to me and my interests in future employment with an *Attest Client*. Further, I acknowledge and agree that because of, among other things, the importance of the *Deloitte Entities* remaining in compliance with applicable independence rules, such approval may be withheld by *Independence* in the event that my employment with an *Attest Client* would, in the view of Deloitte LLP, be inconsistent with applicable laws, rules and regulations or jeopardize the independence of a *Deloitte Entity* with respect to such *Attest Client*.

**15. Restrictions re: Personnel and Contractors.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or hiring or of any of its *Personnel* or contractors of the *Deloitte Entities*, or my participation in their hiring, admission or retention, would necessarily involve the unauthorized use or disclosure of *Confidential Information* or the proprietary relationships and goodwill of the *Deloitte Entities*. Accordingly, during my *Employment* and for one year thereafter, I will not, directly or indirectly, (a) solicit or attempt to solicit, or participate in the solicitation of or any attempt to solicit any *Personnel* to leave a *Deloitte Entity*, or to join any firm or business with which I may be or become affiliated; (b) participate in the hiring or admission of any *Personnel*; or (c) cause a contractor of a *Deloitte Entity* to cease providing services to, with, or on behalf of the *Deloitte Entity*.

**16. Post- Employment Restrictions re: Deloitte Property.** Upon termination of my *Employment*: (a) I will not use or disclose *Deloitte Property*, including, but not limited to, *Confidential Information* and *Works*, for any purpose; (b) I will not retain or take with me any *Deloitte Property*; (c) I will immediately deliver to a *Deloitte Entity* at any location that it designates, at my expense, within one business day after the termination of my *Employment* or on an alternate date designated by a *Deloitte*

*Entity*, any *Deloitte Property* that I may then or thereafter hold or control; and (d) I agree to allow a *Deloitte Entity* to inspect any of my personal or home computers, including smart phones, tablet computers, or any device, media or location capable of storing electronic data, to determine whether any *Deloitte Property* resides on such computers and to permit a *Deloitte Entity* to remove such *Deloitte Property*.

#### OTHER POST- EMPLOYMENT OBLIGATIONS

**17. Transition of Work and Cooperation.** Upon termination of my *Employment* for any reason, I will cooperate with a *Deloitte Entity* in all matters relating to the completion of pending work and its orderly transfer. I will also cooperate fully with a *Deloitte Entity* in connection with any threat of or actual legal proceeding against a *Deloitte Entity* or any client, customer or licensor of a *Deloitte Entity* arising out of any matter with or of which I had contact or knowledge during my *Employment*.

**18. Notification of Post- Employment Obligations.** I agree that prior to accepting employment or affiliation with another firm or business I will advise such firm or business of my duties and obligations under this Employment Agreement. After my *Employment* ends, I agree that a *Deloitte Entity* shall be permitted to advise any firm or business with which I have accepted an offer of employment or affiliation concerning my duties and obligations under this Employment Agreement.

**19. Certification.** I agree that during or after my *Employment* I will, if requested, provide written certification in such form as the Employer may require that I have complied with my obligations hereunder, including, without limitation, those obligations set forth in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15 and 16 of this Agreement.

#### OUR ENFORCEMENT RIGHTS AND REMEDIES IN THE EVENT OF A BREACH

**20. Equitable Relief and Attorney's Fees.** I acknowledge and agree that a breach of this Employment Agreement, including, but not limited to, a breach of my duties and obligations under the terms and conditions of Paragraphs 4, 5, 7, 8, 9, 10, 12, 14, 15 or 16 would cause irreparable harm to the *Deloitte Entities* and that, in addition to other remedies, the Employer on behalf of itself or another *Deloitte Entity* is entitled to a temporary restraining order, an injunction or other equitable relief to prevent any such breach. I also acknowledge that, to the extent permitted by law, a *Deloitte Entity* will be entitled to the payment of the *Deloitte Entities'* reasonable costs and attorney's fees incurred in enforcing this Employment Agreement. I also acknowledge that, to the extent permitted by law, the Employer may request that a court extend the one year period

following the termination of my *Employment*, as provided in Paragraphs 12 and 15, to correspond with the period that I participated in activities prohibited by Paragraphs 12 and 15.

**21. Liquidated Damages: Client Fees.** I agree that in the event of a breach under Paragraph 12, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

**22. Liquidated Damages: Compensation.** I agree that the precise amount of damages flowing from a breach under Paragraph 15 would be impracticable or extremely difficult to ascertain in an actual amount. Therefore, I agree that in the event of a breach under Paragraph 15, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by or owed to any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

**23. Right of Inspection.** I agree to permit the Employer (or to use my best efforts to enable the Employer) to inspect my books and records (and the books and records of any entity which employs or is associated or affiliated with me), upon request and at reasonable times, to enable the Employer to confirm the calculations described above and to verify compliance with Paragraphs 12 and 15. The Employer shall keep confidential any proprietary information obtained, except as may be necessary or desirable to enable the Employer to enforce its rights under this Employment Agreement and except as may be required by any statute, court or administrative order to decree or government ruling or regulation.

#### MISCELLANEOUS

**24. Governing Law; Choice of Forum.** This Employment Agreement is deemed to have been executed in the Employer's office in **Hyderabad, Telangana, India** and will be construed and governed in accordance with the laws of the Republic of India without regard to its conflicts-of-law principles. You agree to submit to jurisdiction before any court of record in which the Employer's office to which you were assigned is located, or in which a breach of this Employment Agreement may occur, at the election of the Employer, and you waive any right to raise questions of personal jurisdiction or venue in any action the Employer may bring against you in any such court. You further agree to accept service of process/summons/legal notice from the Employer when that process/summons/legal notice is either sent to your last known address by certified mail or served by any other means permitted under the law of the jurisdiction in which the Employer may bring an action against you.

**25. Modifications.** My obligations hereunder may not be changed or modified, released, discharged, abandoned or terminated, in whole or in part, except by an instrument in writing signed by an *Authorized Signatory*.

**26. Severability.** Every provision of this Employment Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such term or provision will be enforced to the maximum extent permitted by law and, in any event, such illegality or invalidity shall not affect the validity of the remainder of the Employment Agreement.

**27. Blue-Penciling.** If any court determines that any provision of this Employment Agreement, or any part hereof, or the application of any such provision, or any part hereof, to any person or circumstance is unenforceable or void, such court shall have the power to modify such provision, or any part hereof, to the extent necessary to render it legal and enforceable while preserving its intent, or if such modification is not possible, by substituting therefore another provision that is legal and enforceable and that achieves the same objective.

**28. Waiver.** None of my obligations under this Employment Agreement shall be deemed to have been waived by the Employer except if the giving of such waiver is contained in a written notice given to me and no such waiver shall be deemed to be a waiver of any other or further obligation I have under this Employment Agreement.

**29. Entire Agreement.** This Employment Agreement, the Employer's employment application, the Terms and Conditions of Service issued pursuant to the offer of employment and any documentation employing me or transferring me to the Employer, contain the entire understanding between me and the Employer or any other *Deloitte Entity* with respect to the subject matter hereof and supersedes all prior representations, warranties, and agreements with respect to such subject matter, and no representations, warranties or other covenants exist with respect to such subject matter that are not contained or expressly referred to herein. Notwithstanding the foregoing, any written agreement between a *Deloitte Entity* and me with respect to the subject matter hereof that was signed by me prior to the effective date of this Employment Agreement shall remain valid and enforceable according to the terms of such agreement with respect to all acts and omissions occurring prior to the effective date of this Employment Agreement. In the event of a conflict between this Employment Agreement and the employment application or any other document purporting to set forth terms and conditions of my *Employment*, this Employment Agreement will control.

**30. Transfer and Assignment.** Unless as the Employer shall otherwise determine, the rights, obligations and benefits of the Employer under this Employment Agreement, including but not limited to those rights and benefits relating to my post-Employment obligations set forth in this Paragraph 30 and in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19 and 23 above, are transferred and assigned, in whole or in part (as the Employer shall determine) and without the need for my consent

or the formality of documentation or prescribed processes, to (a) any *Deloitte Entity* in connection with my transfer to that *Deloitte Entity* or (b) any entity that acquires all or a part of the assets or business of the Employer. All provisions of this Employment Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, representatives, successors, and assigns of the Employer and me, and any *Deloitte Entity* to which I may be transferred during my *Employment*, provided, however, none of my duties or obligations under this Employment Agreement may be assigned or transferred by me to any other person or entity without the Employer's prior written approval of such assignment or transfer. Any purported assignments in violation of this Paragraph 30 shall be null and void.

**31. Headings.** The headings contained in this Employment Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Employment Agreement.

I have read the foregoing, understand it, and agree to comply with its terms.

**For Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
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Pooja Madnani

**Talent**

**Authorized Signatory**

Effective as of **November 13, 2022**, I accept all the terms and conditions of the Employer as stipulated in this Employment Agreement.

**A**

The definitions below apply to the italicized terms that appear in the Employment Agreement (including the exhibits):

**Attest Client** – attest client (or an affiliate of such client) of Deloitte & Touche LLP or a *Deloitte Entity*.

**Authorized Signatory** – a director, officer or other person who is authorized to sign on behalf of a *Deloitte Entity*.

**Confidential Information** – any information not generally known to the public, in any *Form*, that (1) relates to the operation of a *Deloitte Entity* or provides the *Deloitte Entities* with a competitive advantage, (2) consists of Personally Identifiable Information (*PII*) or other personal information about *Personnel*, client and other third party personnel, independent contractors, subcontractors, agents, vendors, suppliers or others which the Employer or another *Deloitte Entity* receives in the course of business, and (3) all other information entrusted to the Employer or another *Deloitte Entity* by clients and other third parties. *Confidential Information* includes, but is not limited to, *Intellectual Property*, supplier information, designs, business or marketing plans, forecasts and financial information, tax returns, tax identification numbers, agreements, client or prospective client lists, specific information about clients or prospective clients such as preferences for specific products and services, client or prospective client needs based on financial history and past purchases of services, client or prospective client development plans, specific rates charged to a client or offered to a prospective client and other business or client records. *Confidential Information* also includes, but is not limited to, debit or credit card information, employment applications, organization charts, performance ratings and other personnel records.

**Deloitte Entity** – the Employer, Deloitte LLP, and any corporation, company, partnership, limited liability company or other entity (a) that (i) is owned, directly or indirectly, in whole or in part, by Deloitte LLP (the “Deloitte U.S. Firms”), including but not limited to Deloitte LLP subsidiaries in India, the Deloitte Touche Tohmatsu verein, Deloitte Global Services Limited, Deloitte Global Services Holdings Limited, Deloitte Touche Tohmatsu Limited (“DTTL”) or any member firm of DTTL or affiliate thereof (collectively, the “DTTL Member Firms”) or (ii) controls, is controlled by or is under common control with any of the entities listed in clause (i); or (b) in which any *Personnel* participated on its behalf, or carried out any duties with respect to its affairs. For purposes of this Employment Agreement, the term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract, or otherwise.

**Deloitte Property** – *Confidential Information*, *Systems*, equipment, debit and credit cards issued in connection with my *Employment*, furniture, facilities and any and all other materials owned, licensed or leased by a *Deloitte Entity*, including, without limitation, computerized or electronic information and all copies thereof in any form or media, created by, furnished to, obtained by or prepared by me in the course of my employment in any capacity.

**Deloitte India (Offices of the US)** - The following companies shall be deemed to be the affiliates of each other and are collectively referred to as Deloitte India (Offices of the US): (i) Deloitte Consulting India Private Limited (ii) Deloitte Tax Services India Private Limited (iii) Deloitte Support Services India Private Limited (iv) Deloitte Financial Advisory Services India Private Limited and (v) Deloitte & Touche Assurance & Enterprise Risk Services India Private Limited.

**Electronic Communications** – all text, audio, video, images, information, data, files and attachments created, displayed, sent, received, posted, accessed or stored, whether deleted or not, by means of the *Systems*.

**Employment** – the nature of my relationship with the Employer or a *Deloitte Entity* pursuant to this Employment Agreement. Alternatively, and depending on context, *Employment* is the period of time during which this relationship persists.

**Form** - paper, computer disc, USB drive, website; any other tangible or electronic medium by which information may be stored or accessed; and human memory.

**Independence** – National Office (Independence) of Deloitte LLP.

**Intellectual Property** - works of authorship (including, without limitation, books, articles, data compilations, software and other copyrightable materials), materials, patents, inventions, designs, techniques, methodologies, processes, discoveries, know-how, ideas, trade secrets, moral rights, trademarks and other indicia of origin together with the goodwill therein, and all patent applications, copyright and trademark applications and registrations, and extensions and renewals thereof, throughout the world.

**Intellectual Property Rights** – all rights, title and interest in Intellectual Property.

**PCAOB** – the United States Public Company Accounting Oversight Board.

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**Personal Creations** – *Intellectual Property* that meet all of the following criteria: (1) it is conceived, developed, and created by me on my own time without using *Deloitte Property* or *Personnel* (during work hours), facilities, *Confidential Information* or *Works* of a *Deloitte Entity*, (2) it is unrelated to the actual or reasonably anticipated business or research and development of a *Deloitte Entity*, and (3) it does not result from any work performed by me and the *Personnel* (during work hours) for a *Deloitte Entity*.

**Personnel** – partners, principals, members, officers and employees of a *Deloitte Entity*.

**PII** – information (excluding business contact information such as an individual's name and one or more of the following: organization name, organizational title, organizational role, business address, business telephone number (including business cell phone number and business email address) relating to an identified or identifiable natural person. An identifiable natural person is a natural person who can be identified, directly or indirectly, by reference to an identification number or factors specific to his or her physical, physiological, mental, economic, cultural or social identity. Set forth below is a non-exclusive list of information that constitutes PII when such information relates to an identified or identifiable natural person:

- Account number (bank account, credit card, etc.)
- Address
- Biometric identifier
- Certificate or license number
- Date of birth
- Government identifiers (such as PAN)
- Name\*
- Personnel Number
- Photograph or video identifiable to an individual
- Vehicle identifier or serial number
- Other information related to an individual that may directly or indirectly identify that individual (e.g., salary, performance rating, purchase history, call history, etc.)

\* Note: When an individual's name is used with PII that is not business contact information, it is included in the definition of PII.

**Pre-existing Agreements or Arrangements** – agreements or arrangements that (1) relate to any *Pre-existing Creations*; or (2) may affect my ability to comply with the requirements of this Employment Agreement, including all contractual and other restrictions or obligations with other parties, including any post-employment restrictions and required notifications to the extent applicable under 18 United States Code §207, CFR 3.104-4, and India laws, rules and regulations that may or will impose limitations on my professional activities during my *Employment* (such as any non-compete agreements with prior employers and the one-year ban on lobbying contacts).

**Pre-existing Creations** – any *Intellectual Property* and *Intellectual Property Rights* that were developed or created by me, alone or with others, or otherwise acquired by me, before the period of my employment in any capacity with the Employer, in which I claim any ownership or right.

**Proceedings** – past or pending (1) actual or threatened claims or complaints of, or arising out of service to, present or former clients, (2) regulatory, self-regulatory, disciplinary, administrative, civil or criminal investigations, inquiries, charges, complaints, actions, sanctions, alternative dispute resolution proceedings, other proceedings or matters (other than criminal proceedings which relate solely to the operation of a motor vehicle) of any kind or nature, in India or any other jurisdiction, against me, including criminal proceedings arising out of my provision of professional services, proceedings brought by a professional association, or proceedings involving the Securities and Exchange Board of India, United States Securities and Exchange Commission or the PCAOB, other professional bodies like the Institute of Chartered Accountants of India or (3) matters of any kind or nature which could adversely affect my association with the Employer or my ability to perform my duties or responsibilities to the Employer, whether set forth in this Employment Agreement or otherwise, or my registration with or licensure by any governmental, quasi-governmental, or other regulatory agency, body or entity, in or outside the United States or India.

**Systems** – the communications systems or any part of such systems that a *Deloitte Entity* owns, licenses or operates and approves for use, including, but not limited to, e-mail, text messaging, Lotus Notes, Deloitte Online (eRoom), instant messaging, local area network, wide area network, Intranet (e.g., DeloitteNet, D Street), Internet, extranet, collaborative tools (e.g., blogs, wikis, etc.), laptop and desktop computers, servers, air cards, Personal Digital Assistants, cell phones, telephones and voicemail.

**Works** – all *Intellectual Property*, in any *Form*, created by me, alone or with others, during the period of my *Employment* that (1) is created within the scope of my *Employment*; (2) relates in any manner to the actual or anticipated business, research, or development of a *Deloitte Entity*; (3) results from any work assigned to or performed by me, alone or with others, for the Employer; or (4) is created with the use of *Deloitte Property*. **B**

**Pre-existing Creations; Pre-existing Agreements or Arrangements**



I understand and agree that the Employer makes no attempt to verify my claim of ownership to any of the *Pre-existing Creations* listed, and makes no admission that any *Pre-existing Creations* listed are owned by me.

[If yes, please enter details below]

Yes, I do have *Pre-existing Creations*,  
*Pre-existing*  
*Agreements or Arrangements*

X No, I do not have *Pre-existing*  
*Creations, Pre-existing Agreements or*  
*Arrangements*

**Title**

**Date**

**Brief Description**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Print)

ACCEPTED AND AGREED TO:

**Deloitte Tax Services India Private  
Limited**

DocuSigned by:

  
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Pooja Madnani

**Talent**

*Its: Authorized Signatory*

listed pursuant to Paragraphs 2 and 11 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment made in light of Paragraph 2 that *Pre-existing Creations*, if any, are described and explained in sufficient detail so that the likelihood of confusion between the employee's *Pre-existing Creations* and the Intellectual *Property* of a *Deloitte Entity* can be avoided or minimized in the future and further indicates that the *Pre-existing Agreements or Arrangements* have been obtained and reviewed and that the *Authorized Signatory* is satisfied that such *Pre-existing Agreements or Arrangements* will not interfere with the employee's ability to comply with the requirements of this Employment Agreement.

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C

**Proceedings**

**EXHIBIT**

[none, unless otherwise specified]

Yes, I do have *Proceedings* to report

X No, I do not have *Proceedings* to report

My signature below certifies that to the best of my knowledge, the information I have provided above, pursuant to Paragraph 3, is complete and accurate.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

**Exceptions to Post-Employment Restrictions: re: Clients**

[none, unless otherwise specified]

As specified in Paragraph 13, I agree that after a period of three (3) years from my start date or the date of my employment, as the case may be, the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on Exhibit D to support the application of the obligations of Paragraph 12 to those clients.

Yes, I do have  
Post-Employment Restrictions re: Clients

X No, I do not have  
Post-Employment Restrictions re: Clients

Name of ClientSpecified Kind of Services(s) Permitted

ACCEPTED AND AGREED TO:

**Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
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Pooja Madnani

**Talent**

Its: Authorized Signatory

Date

I have read and understood the above policy terms.

A n *Authorized Signatory's* signature is required only if information is provided pursuant to Paragraph 13 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment that criteria in Paragraph 13 have been fully satisfied, the clients listed have been properly identified, and the kinds of services permitted have been described with sufficient specificity.

**Terms and Conditions of Service**

In continuation to our offer of employment with **Deloitte Tax Services India Private Limited** (the "Employer"), please note the terms and conditions of service.

The italicized terms in these Terms and Conditions of Service are defined in **Exhibit A** of the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement hereto.

**Terms of Service****1. COMPLIANCE WITH INDEPENDENCE, ETHICS AND OTHER REQUIREMENTS**

Deloitte & Touche LLP performs attest services for certain of its clients and is subject to the independence requirements of, among others, the United States Securities and Exchange Commission (SEC), the United States Public Company Accounting Oversight Board (PCAOB), and the American Institute of Certified Public Accountants (AICPA). These requirements mandate that certain of the Employer's employees and their relatives be independent of some or all of such attest clients and their affiliates in accordance with the policies of Deloitte LLP and its subsidiaries (the "Deloitte US Entities").

Upon joining the Employer, you will be asked to review a listing of the attest clients and the affiliates of such clients of certain of the Deloitte US Entities and disclose relationships or financial holdings that you or your relatives may have that could affect the independence of the Deloitte US Entities. Any relationships or holdings that conflict with, among other things, the requirements of the SEC, the PCAOB or the AICPA or the independence or ethics policies of the Deloitte US Entities will need to be resolved immediately. Further, you will be required to comply with these policies throughout your career with the Employer, including, when applicable, maintaining a current list of certain of your financial interests (but not their value) in the independence tracking system.

As a condition to your joining the Employer and continued employment, you are required to complete a representation regarding your understanding of, and compliance with, independence and other matters, on a periodical basis (as requested beginning on

**EXHIBIT**

or prior to the date of you joining the Employer, annually thereafter, and upon certain changes in your role in the Employer), the details of which are provided in the independence representation. An example copy of this representation form is available for your reference on [www.deloittenet.com](http://www.deloittenet.com). The representation should be made to the best of your knowledge and ability. It is your responsibility to consult on any matter should you be uncertain or have a question. You are also requested to refer to [www.deloittenet.com](http://www.deloittenet.com) and *Independence* for more information in this respect. The representations made by you will be subject to an audit and may be reviewed by Deloitte LLP representatives and shared with certain third parties. If you are selected for such an audit, you will need to submit certain personal financial records to Deloitte LLP's internal audit team. Please be assured that Deloitte LLP fully intends to keep all information obtained through the audit process confidential and secure. You hereby give your consent to Deloitte LLP to use the information provided by you for such purposes as provided in the policies regarding independence and ethics.

In the event you (i) do not cooperate or comply with the independence requirements, or (ii) do not complete the necessary representations, or (iii) make inaccurate representation(s); you may be subject to disciplinary action including and up to termination of employment with the Employer.

Please feel free to contact or consult *Independence* should you require any further information or if you have any specific concerns in this respect.

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**2. NON DISCLOSURE, NON SOLICIT AND INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AGREEMENT ("Employment Agreement")**

You will be expected to sign the Employer's Employment Agreement. Please contact Talent for further details.

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**3. HARRASSMENT POLICY**

**Administrative Policy Release ("APR") 213** is the Employer's policy prohibiting harassment. Deloitte LLP's subsidiaries located in India ("Deloitte India (Offices of the US)") are committed to providing a working environment that is free from harassment based on caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis, in accordance with applicable Indian central, state or local law. Expressly forbidden are unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Depending on the circumstances, such harassment may also include conduct such as stereotyped or demeaning remarks or gestures or the display or circulation, whether in writing or electronically, of materials or pictures offensive to persons because of their caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis in accordance with applicable Indian central, state or local law. The full policy will be accessible to you on DeloitteNet after joining Deloitte U.S. India.

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#### 4. WORKING HOURS, HOLIDAYS, LEAVES AND MATERNITY BENEFITS

You will be provided with your standard working hours, which may vary over the course of your career. The Employer may, from time to time, subject to applicable laws, require the employee to work beyond these hours.

You shall be entitled to paid holidays and leave as per the Employer's policies.

Women employees are eligible for maternity benefits as per the recent amendments (2017) in the maternity benefit act, 1961, including having 26 weeks of maternity leave with pay, as applicable.

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#### 5. RETIREMENT AGE

The age of retirement for employees of Deloitte India (Offices of the US) is 60 years. Your employment will therefore automatically terminate at the end of the month in which you attain 60 years.

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#### 6. TRANSFERS

You may be transferred, assigned, or asked to attend training at the offices of a Deloitte Entity or its clients or third parties in India or abroad with or without additional compensation. In such an event, you will also be governed by the terms and conditions of service applicable to the transfer, assignment, or training.

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#### 7. NOTICE PERIOD FOR TERMINATION OF SERVICES

The notice period for termination of your services is **60 Days** by either side and/or salary in lieu of notice period on part of the Employer only.

The Employer expects all employees to maintain the highest standards of professional conduct at all times.

In order to assure orderly operations and provide the best possible work environment, the Employer expects you to follow rules of conduct that will protect the interests and safety of all personnel, including but not limited to the Code of Ethics and Professional Conduct.

In the event of any breach of the Code of Ethics and Professional Conduct, non-performance of a contractual obligation or the terms and conditions laid down in this Annexure, or if you engage in any misconduct whether or not in connection with or affecting the business or affairs of the Employer or the work conduct, as specified by Employer, you will be subject to disciplinary action up to and including termination of your services/ employment with the Employer without any notice or payment in lieu of notice notwithstanding any other terms and conditions stipulated herein.

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#### 8. MISCONDUCT

Misconduct may include but is not limited to:

- Irregular attendance: repeated or excessive absence, tardiness or early departures/ late comings without approval.
- Unreported or unapproved absence (including overstay of leave) for more than five consecutive days or deviation from assigned and accepted schedule for more than five days.
- Falsification or manipulation in background verification process or employment records, employment information, or other records prior to or after joining the Employer.
- Falsification or manipulation of Deloitte Time & Expense (DTE).
- Knowingly providing false statements, either verbally or in written form.
- Neglect of normal duties and functions.

- Practices such as reading personal materials during working time, having obscene or inappropriate posters or screen savers at your work station, playing games at your work station, etc.
- Continued discharge of work functions that do not meet the standards reasonably expected.
- Breach of the confidentiality provision in the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement including disclosing to any unauthorized person any *Confidential Information* or *PII*.
- Willful insubordination or disobedience, whether or not in combination with another, of any lawful and reasonable instructions of any member of management or any authorized person.
- Engaging in unapproved outside employment and activities as defined in APR 218 (US & IND) ([https://deloitte.net.deloitte.com/About/Policies/Admin/Pages/218\\_OutsideEmploymentActivities\\_US.aspx](https://deloitte.net.deloitte.com/About/Policies/Admin/Pages/218_OutsideEmploymentActivities_US.aspx)).
- Installing, downloading, copying or duplicating any unauthorized or unlicensed software, programs, games, or attachments on any computer system of the Employer or of any *Deloitte Entity* or its clients.
- Engaging in any illegal activities.
- Workplace violence, including threats of physical violence.
- Corporate credit card delinquencies.
- Causing damage to the property of the Employer, any *Deloitte Entity*, its clients, or their respective personnel
- Going on or abetting a strike in contravention of any law.
- Theft of any property belonging to another, the Employer or any *Deloitte Entity*, or their respective personnel, clients, or visitors
- Possession of firearms, explosives, knives or any instruments that can be used as an injurious or deadly weapon in the workplace or at any *Deloitte Entity* sponsored event.
- Corruption, fraud, or misappropriation of funds.
- Failure to comply with the policies, guidelines, rules and regulations of the Employer or a *Deloitte Entity* as applicable.
- Excessive personal use of the Employer's telephone, fax or computer systems.
- Failure to adhere to applicable laws.
- Any act prejudicial to or in conflict with the interests of the Employer or a *Deloitte Entity*.

The above terms and conditions are based on, and should be read in conjunction with, the Employer's policies, guidelines, procedures and other rules currently applicable, including but not limited to Administrative Policy Releases (APRs) and Deloitte India (Offices of the US)'s other policies, guidelines, rules, and regulations. The above rules are subject to amendments from time to time and the amended rules, policies, procedures, and guidelines would be posted on the Employer's Intranet site i.e. <https://deloitte.net.deloitte.com/Pages/Home.aspx> for employee reference. The policies will be updated from time to time in the future and we deem to have your consent to any and all such changes. Furthermore, upon acceptance of employment with the Employer, you may be requested to read and acknowledge acceptance of various policies and guidelines of the Employer. It is expected that you will read and acknowledge all such communications.

Effective as of **November 13, 2022**, I accept all the terms and conditions of the Employer as stipulated in these Terms and Conditions of Service.

Signature

Name

**Training Agreement****Dear :**

On behalf of **Deloitte Tax Services India Private Limited**, please accept our congratulations on your recent offer of employment to join the Company as **Tax Consultant I** pursuant to the terms and conditions of your offer letter dated **November 13, 2022**. You made a very favorable impression with everyone you met and we are excited about the possibility of you joining the Company.

As you may be aware, as a condition of employment with the Company, you may be required to travel Overseas to attend a series of training sessions for a period of up to 90 days. This training will be a combination of classroom procedural training as well as on-site training to observe employees conducting similar work at various client locations. This training represents the confidence we have in your ability to be a valuable member of the practice of the Company.

As per Company policy, we kindly bring to your attention that all employees attending training overseas are required to sign a Training Agreement which will obligate the employee to repay a calculated amount of the costs associated with the training, only if the employee resigns his/her position or are terminated for cause within a specified period after completion of the training (usually between 6 to 18 months). This repayment obligation disappears after the specified period of time has lapsed. We all look forward to seeing you again soon and having you join our team of outstanding professionals.

Sincerely,

For

**Deloitte Tax Services India Private Limited**

DocuSigned by:

*Pooja Madhuni*

By:

2B8F65B8ECE5489...

Signature

**Authorized Signatory**



**Deloitte Tax Services India Private Limited**  
**Deloitte Tower Survey No. 41 Gachibowli Village, Ranga**  
**Reddy District, CIRCLE 3, Hyderabad - 500032, Telangana,**  
**India**

**Tel: +91 040 67621000**

**www.deloitte.com**

**KEERTHI M**

**Subject: Offer of Employment Dear**

**KEERTHI M**

On behalf of **Deloitte Tax Services India Private Limited** (the "Employer" or "Company"), I am pleased to confirm our offer of employment to you as **Tax Consultant I** based in **Hyderabad**.

We extend this offer, and the opportunity it represents, with great confidence in your abilities. You have made a very favorable impression with everyone you met and we are excited with the prospect of you joining our organization on **November 13, 2022**. Your immediate manager will communicate details of your role and work responsibilities in the initial weeks of your joining the Employer. During your employment, the Company may require you to work on any project that you are assigned to, on any technical platforms/skills and nature of the project, in differentiated work timing, at designated work space and location as may be decided by the company.

As part of your annual compensation, you will receive a Total Salary of **Rs. 760000/-** and, will be eligible for a performance linked variable bonus. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount could vary depending upon the business and individual performance each fiscal year and, in some situations, could exceed the payout range indicated. Any amounts paid will be subject to statutory and other deductions as per Employer policies and practices. The details of your compensation breakdown are provided in the attached Annexure A.

As an incentive to join the Company, you are eligible to receive a joining bonus of **Rs./₹ 100,000/-** subject to your reporting for full-time employment on **November 13, 2022**. This amount will attract applicable taxes and will be processed as part of your first month's payroll. You will have an obligation to repay the entire amount of your joining bonus if you resign your position or are terminated for cause by the Company within **12 months** of your start date.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

Your employment with us will be governed by the Terms and Conditions as detailed in **Annexure B**, as well as any and all rules, regulations, guidelines, policies and practices of the Employer, which may be amended from time to time. Deloitte LLP and its U.S.-based subsidiaries (the "Deloitte U.S. Firms") requires their employees to make the necessary representations regarding independence and other matters. Because the Employer is an Indian subsidiary of Deloitte LLP, we must also comply with these independence requirements. Accordingly, this offer is conditional upon you agreeing to make such representations under the Employer's Independence Representations requirements, as further explained in **Annexure B**.

Your compensation details are confidential, and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization. We would like you to join the Employer on **November 13, 2022**, or an alternative mutually agreed upon date.

This offer letter, together with the Annexures described herein, and the Non-Disclosure, Non Solicit and Intellectual Property Rights Assignment Agreement, the Information Security Policy (which you are required to sign upon joining), constitute the entire agreement between the parties with respect to the subject matter of this offer, and supersedes all other previous or contemporaneous oral or written representations, understandings or agreements relating to the subject matter of this offer between you and the Employer or its affiliates.

In compliance with applicable laws, Deloitte India (Offices of the US) provides its professionals with home pick-up and drop transport services within **pre-defined** boundary if their shift timings are between 8:30 p.m. - 6:00 a.m. in Hyderabad, 9:00 p.m. - 6:00 a.m. in Mumbai, Pune; 7:00 p.m. - 6:00 a.m. in Gurugram, 8:00 p.m. - 6:00 a.m. in Bengaluru, Chennai, and Kolkata.



This letter and **Deloitte Tax Services India Private Limited** employment application are intended to be final. To accept the offer and the terms of this letter, please sign below in the space provided within three business days.

**R**, everyone you have interviewed with joins me in extending to you congratulations and warm regards. We look forward to you joining our team.

Sincerely,

**For Deloitte Tax Services India Private Limited** Best regards,

DocuSigned by:  
*Pooja Madhani*  
2B8F65B8ECE5489...

By: \_\_\_\_\_  
Signature

**Authorized Signatory**

**Acceptance**

I, **R**, hereby accept the terms and conditions of this employment offer.

Please sign and date your Acceptance

**Annexure A**

**Tax Consultant I -**

| Description                              | Monthly (Rs. per month) | Annual (Rs. per Annum) |
|------------------------------------------|-------------------------|------------------------|
| Basic Pay                                | 20,000                  | 240,000                |
| House Rent Allowance (HRA)               | 10,000                  | 130,000                |
| Special Allowance <sup>1a &amp; 1b</sup> | 16,100                  | 193,200                |
| Leave Travel Allowance <sup>2</sup>      | 2,166                   | 26,000                 |
| Differential Allowance                   | 6,691                   | 80,633                 |
| Meal Card <sup>3</sup>                   | 2,200                   | 26,400                 |
| Employer’s contribution to PF            | 2,300                   | 27,600                 |
| Total Salary (in Rs.)                    | 59,457                  | 760000                 |

|                                        |                                                                                                                                                                                                            |               |
|----------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|
| Variable Bonus*                        | You are eligible for a performance linked variable bonus. It will be paid out at the end of the fiscal year, as applicable and on the basis of your individual performance and performance of the business |               |
| Medical Insurance Premium <sup>4</sup> | <b>3,014</b>                                                                                                                                                                                               | <b>36,167</b> |

\*The Variable Bonus will vary, primarily based on your individual performance and the performance of the business, during the Employer's fiscal year which is June through May. Your performance will be formally assessed as a part of the Employer Performance Review Cycle Process. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount will vary depending upon the business and individual performance and in some circumstances, could exceed the payout range indicated. The performance of all the employees who have joined the Employer prior to March 1st will be assessed for the fiscal year ending in May. The disbursement of a Variable Bonus, if applicable, is subject to you being active on the rolls of the Employer, during the Annual Incentive Program payout cKARTHIKRAJ Kcycle for the fiscal year. For employees joining during the period March 1st to May 30th, a prorated Variable Bonus, if applicable, will be based on the first year-end review ratings in the subsequent year and paid during the Annual Incentive Program payout cycle of that year. The Variable Bonus will not be paid in the event of termination of employment for any reason on or before the disbursement time. The application and interpretation of, and any determinations related to, the Variable Bonus is at the sole discretion of Employer. Employer may amend or terminate the Variable Bonus at any time. All compensation and benefits are based on employee's position with the Employer in India.

Contd/-....

Annexure A

1

All employees may claim tax exemption, subject to tax rules from time to time, from their Special Allowance component, expenses incurred towards communication and Driver / Fuel & Maintenance Expenses as per eligibility mentioned below:

**Employee Level - Tax Consultant I**

1a

*Communication Expenses*

*Only one Post paid mobile, one Land Phone and One internet connection bill(s) can be claimed.*

1b

*Fuel Expenses*

*Petrol / Driver / Insurance / Repairs & Maintenance*

**Rs./₹ 3,000/-** per month**Rs./₹ 7,500/-** per month

1a The internet/telephone/mobile bills should be in the Employee's name.

1b

For claiming vehicle running expenses (Driver / Fuel / Repairs & Maintenance expenses) the vehicle has to be in the name of the Employee and the current tax rules are as under. The above limits will be applicable for all those who are on company car lease program and the below limits will apply for all those who are on self-owned car. In case of company leased car, taxability would be as per the current perquisite valuation rules.

| Nature of Expenses | Own Vehicle –Maximum Tax exemption limit per month |           |                |
|--------------------|----------------------------------------------------|-----------|----------------|
|                    | 4 Wheelers (Engine Capacity)                       |           |                |
|                    | <= 1600 cc                                         | > 1600 cc | Two Wheelers   |
| Fuel & Maintenance | Rs. 1,800                                          | Rs. 2,400 | Rs. 900        |
| Driver's Salary    | Rs. 900                                            | Rs. 900   | Not applicable |

All employees at and above **Senior Staff** are eligible for the company car lease program. If you choose to avail of this benefit, the amount towards lease rental will be paid by the firm on your behalf to the leasing company and your compensation structure will be adjusted accordingly. A revised letter with the new compensation structure will be issued that will supersede this letter for all practical purposes.

2

The Leave Travel Allowance (LTA) will be paid on a monthly basis as an allowance with tax deducted at source. If you choose to avail the tax benefit on LTA, you should submit proof of expenses incurred by you for Self and / your immediate dependents. The taxability or otherwise of LTA will be as per the Income Tax Act 1961, details of which will form part of the LTA Form.

3 Meal Card amount will be credited at the start of each month and for the first month (For New Hires) prorated amount will be processed as part of payroll. If not collected, it will be processed as a taxable amount with the salary.

4 Annual Floating Medical Insurance Coverage for self and **6 dependents** is being paid by the Employer on your behalf. The premium amount is subject to change every year post renewal of insurance policy. In case you opt for an enhancement of the coverage limit, the additional premium will be adjusted accordingly from the special allowance.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

You may also be eligible to either a One-time Stipend or a temporary lodging basis joining the registered office location, you will receive a survey from Deloitte prior to your joining.

You may select the best option for availing the relocation assistance. If an employee who has availed this reimbursement decides to quit within 18 months from the date of relocation claim for whatever reason, the relocation reimbursement paid to the employee will be recovered in full, from the employee's full and final settlement.

By joining the Company, you will become a member under the 'Deloitte USI Employees Welfare Trust' and may be required to make a nominal contribution as a member.

Original bills towards the above components should be submitted during the Income Tax fiscal period evidencing the expenditure to get Income Tax exemption, failing which the same will attract applicable Income Tax.

Submission of false, tampered or altered bills as proof of expense for any of the above components will result in disciplinary action including termination of employment.

**Your compensation above is subject to income tax deduction per rules and guidelines prescribed under the prevailing tax laws. This may change from time to time in line with the amendments done in tax laws.**



**Hyderabad**

## **Annexure B**

### **Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement ("Employment Agreement")**

In consideration of my employment by **Deloitte Tax Services India Private Limited**, an Employer incorporated under the provisions of the Companies Act, 1956 and having its registered office **Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District, CIRCLE 3, Hyderabad - 500032, Telangana, India** (the "Employer") as **Tax Consultant I** - and other valuable consideration, I acknowledge and agree that:

#### **PRELIMINARY MATTERS**

**1. Defined Terms.** The italicized terms in this agreement (the "Employment Agreement") are defined in **Exhibit A** hereto.

**2. Pre-existing Agreements or Arrangements.** I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Agreements or Arrangements*. The Employer expects me to abide by all restrictions or obligations that are contained in such Preexisting Agreements or Arrangements and to avoid involvement, while employed by the Employer, in any matter that could pose a conflict as a result of confidential information or intellectual property obtained by me prior to my *Employment*. I further represent that none of these restrictions or obligations, including those set forth in any non-compete agreements with prior employers, is inconsistent with my acceptance of the Employer's offer of *Employment* or my becoming, and serving as, **Tax Consultant I** of the Employer. To the extent applicable and if I am joining the Employer after having served as an employee or official of the United States Government, I further represent that: (1) I have disclosed my prior participation, if any, in any discussions or negotiations with, or decisions to award contracts to, the Deloitte U.S. Firms while I was employed by the United States Government; and (2) I had either recused myself or had not played an active role in the applicable United States Government agency's decision to award any contracts to the Deloitte U.S. Firms while I was employed by the United States Government.

#### **PROTECTION OF OUR BUSINESS**

**3. Reporting of Proceedings.** Except as provided by law and except as I have disclosed in writing on **Exhibit C** to this Agreement, I represent and warrant that I have no *Proceedings* to report. Should I become a subject of any *Proceedings* during my association with the Employer, I agree to immediately report, in writing, all relevant facts to the Chief Talent Officer

of Deloitte LLP, the Regional Talent Director of the Employer, and the Chief Ethics and Compliance Officer of Deloitte LLP. I understand that my responses are subject to audit and review by the Employer and others in accordance with applicable professional, ethical, legal, or Employer requirements, rules, regulations, policies, or practices, or other requests.

**4. Confidentiality.** I acknowledge that, by virtue of my *Employment*, I will acquire and be exposed to, have access to, make use of and/or create *Confidential Information*. Therefore, I agree to hold in trust and confidence all such *Confidential Information*. I will neither disclose any such *Confidential Information* to anyone outside a *Deloitte Entity* without the prior written approval of an *Authorized Signatory*, except as required by my authorized duties for the Employer, nor use any such *Confidential Information* for any purpose other than for the benefit of a *Deloitte Entity*.

**5. Third Party Information and Property.** I agree that during my *Employment*, I shall not use or disclose any confidential information or intellectual property of any former employer or other person or entity without the prior written authorization of such employer, person or entity and the prior written consent of an *Authorized Signatory*. If I were to use or disclose any such Confidential Information or Intellectual Property without prior consent, and any of the *Deloitte Entities* become the subject of any claim from a third party regarding such unauthorized use or disclosure, I agree to hold harmless and indemnify the *Deloitte Entities* for any legal defense costs and/or damages related to any such claim.

**6. Authorization.** Only employees of the Employer holding a senior or managerial position with the Employer will be authorized by a specific authorization, delegation, or power of attorney to sign legal documents, representing the Employer. Similarly, only such authorized employees of the Employer may speak about the Employer, the business and plans, various client-related projects etc.

**7. Competing Activities and Conflict of Interest.** During the period of my *Employment* I will not, directly or indirectly, participate in or in any way render services or assistance to any business that is or may be competitive with a *Deloitte Entity*, whether or not for compensation, or engage in any conduct which might result in, or create the appearance of using my position for private gain or other than for the benefit of a *Deloitte Entity*, or otherwise create a conflict, or the appearance of a conflict, of interest with a *Deloitte Entity*. Such conduct shall include, but not be limited to, having an undisclosed financial interest in any vendor or supplier of a *Deloitte Entity*, accepting payments of any kind or gifts other than of a nominal value from vendors, clients or suppliers, or having an undisclosed relationship with a family member or other individual who is employed or associated with any entity in active or potential competition with a *Deloitte Entity*, and which creates a conflict of interest. I represent and warrant that I am not currently aware of any present or past violation of this provision.

**8. Authorization to Access Systems and Electronic Communications and use of Deloitte Property.** I understand that while employed with a *Deloitte Entity*, I will use and have access to the Systems. I also acknowledge that a *Deloitte Entity* has the right at any time to access, retrieve, delete, monitor, examine, use and/or disclose my Electronic Communications and information from (or about) me and the content, without notice to me, and that such *Electronic Communications* are considered part of a *Deloitte Entity's* business and client records and are not to be considered private or personal to me or any other *Personnel*. I further acknowledge that this right extends to *Electronic Communications* transmitted for either a business or personal purpose.

I agree that I am authorized to access the *Systems* only for approved business purposes and occasional personal use if such use does not interfere with my work responsibilities and other required business activities, business operations, or *Systems* performance. However, I also acknowledge that such occasional personal use does not create an expectation of privacy as to any of my personal *Electronic Communications* and, as such, are *Deloitte Property*.

I further acknowledge that I am not authorized to use the *Systems* for personal gain or any illegal or unethical use. I agree that under no circumstances am I authorized to access any of the *Systems* for the purpose of obtaining *Deloitte Property* for a competitor of a *Deloitte Entity*, transmitting *Deloitte Property* to me (e.g., emailing *Confidential Information* to my personal email address) or to a third party for purposes other than furthering the business objectives of a *Deloitte Entity*. I am not authorized to download a *Deloitte Entity's Confidential Information* or other *Deloitte Property* to removable media such as a CD Rom, disk or thumb drive other than as authorized for furthering the business objectives of a *Deloitte Entity*.

I will be responsible for the safe keeping and return in good condition and order of all the *Deloitte Property* that may be in my use, custody, care or charge. For the loss of any *Deloitte Property* in my possession or custody or for which I have been assigned responsibility, the Employer will have a right to assess on its own basis and recover from me, the damages in respect of such materials (out of the amounts due to me or otherwise) and to take such other legal action as it deems appropriate including termination of my employment without notice or payment in lieu thereof in the event of my failure to account for such material or property to its satisfaction.

**9. Security.** I am provided with a worktable and lockable storage space. I will ensure they are locked when unattended and understand that a duplicate key will only be provided if I sign for it. I am required to display my identity card to the appropriate security personnel on demand and at all times within the office premises.

#### **10. Ownership of Works.**

a. I agree that the Employer owns all rights, title and interest in and to all *Works*.

- b. I agree that all *Works* are deemed works made for hire under India copyright or applicable laws or equivalent laws of any applicable foreign jurisdiction, and all *Intellectual Property Rights* therein vest automatically in the Employer upon creation of the *Works*. I agree that, to the extent any *Work* is held not to be a work made for hire, I hereby irrevocably assign all *Intellectual*

*Property Rights* in the *Work* to the Employer. Notwithstanding anything contained in Section 19(4) of the Indian Copyright Act, 1957, I agree that such assignment shall continue to be in force for perpetuity irrespective of whether or not the Employer exercises its rights as the assignee for any period of time.

- c. I will at all times, even after termination of my *Employment*, do whatever the Employer reasonably requests of me, at the Employer's expense, to document the assignment of any *Works* to the Employer or to assist the Employer in pursuing, renewing, extending or assigning any *Intellectual Property Rights*, and otherwise perfecting, protecting and enforcing said *Intellectual Property Rights* in, any *Works*. I agree that, as between me and the Employer, the Employer shall be the sole author, inventor, and owner of all such *Works* and *Intellectual Property Rights* therein throughout the world, and that the Employer shall have the sole right to seek copyright registrations, patents or trademark registrations, including all extensions and renewals thereof. I also hereby agree that I waive all moral rights in any *Works*.

I also agree to assign all my right, title and interest in and to any particular *Works* to a third party as directed by the Employer.

In the event the Employer is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraphs, I hereby irrevocably designate and appoint the Employer and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and in my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraphs with the same legal force and effect as if executed by me. I hereby waive any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any *Works* assigned hereunder to the Employer.

- d. During a 12 month period after termination of my *Employment*, I agree that any *Intellectual Property* I create or conceive that results from and is related to any work assigned to or performed by me for the Employer, or that was created using *Deloitte Property*, is a *Work* that is subject to Paragraph 10 (b) above. For purposes of clarification, the foregoing provision is in addition to, and not in limitation of, any rights and remedies the Employer may have under the applicable laws protecting *Intellectual Property* of the *Deloitte Entities*.

- e. I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Employer) of all *Works* developed by me during the period of my employment with the Employer, which records shall be available to and remain the sole property of the Employer at all times.

**11. Pre-existing Creations; Personal Creations.** My obligations in Paragraph 10 do not apply to *Pre-existing Creations* and *Personal Creations*. I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Creations*. I acknowledge and agree that I will not assert any ownership rights against the *Deloitte Entities*, or their respective clients, with respect to any *Pre-existing Creations* unless they appear on **Exhibit B**, and **Exhibit B** has been accepted and agreed to by an *Authorized Signatory* who has signed at the bottom of such **Exhibit B**. I further agree that I shall not use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment* without the prior written consent of an *Authorized Signatory*. To the extent that I use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment*, I agree that, except as otherwise provided in a written agreement executed by me and the Employer, I hereby grant to the Employer an irrevocable, royalty free, perpetual, fully paid up, transferable, sub-licensable license to use, reproduce, distribute, display, perform, modify and create derivative works of and otherwise exploit such *Pre-existing Creations* or *Personal Creations* for any purpose including, but not limited to, client engagements.

**12. Post- Employment Restrictions re: Clients.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or serving of certain clients related to my work for a *Deloitte Entity* would necessarily involve the unauthorized use or disclosure of *Confidential Information*, and the proprietary relationships and goodwill of the *Deloitte Entities*, and, in the case of my serving of certain clients, could compromise the full compliance of the Employer or another *Deloitte Entity* with the applicable laws, rules and regulations of a U.S. or India regulatory body or other independence-related requirement of a regulatory body. Accordingly, during the period of my *Employment* and for a period of one year thereafter, I will not, directly or indirectly, solicit or provide services to any existing client of a *Deloitte Entity* with which I had personal contact and provided services during the two-year period prior to termination of my *Employment*.

**13. Exceptions to Post- Employment Restrictions re: Clients.** I understand that the obligations of Paragraph 12 will not apply for a period of three (3) years after my start date or the date of my promotion or transfer to clients of a *Deloitte Entity* and/or certain specified kinds of services rendered to such clients that meet all of the following criteria: (a) are personal clients of mine who came to a *Deloitte Entity* solely to avail themselves of certain specified kinds of services rendered by me and only as a result of my own independent recruitment efforts, which a *Deloitte Entity* neither subsidized nor otherwise financially supported as part of a program of client development, (b) are listed on **Exhibit D** expressly by name with respect to client and with sufficient specificity with respect to the kinds of service(s) that I will be permitted to render, and (c) are

accepted and agreed to as to their listing on **Exhibit D** by an *Authorized Signatory* who has signed at the bottom of such Exhibit. I agree that after a period of three (3) years from my start date or the date of my promotion or transfer the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on **Exhibit D** to support the application of the obligations of Paragraph 12 to those clients.

**14. Future Employment with Clients.** Except as otherwise provided herein, I understand that I am not prohibited from accepting employment with a client (or an affiliate of such client) of a *Deloitte Entity*. Before entering into substantive discussions with an *Attest Client* regarding any employment opportunity, I acknowledge and agree that during my *Employment* and for five years thereafter I must first notify *Independence* and obtain prior written approval from *Independence*. I acknowledge and understand that it is the intent of the Employer to interpret and apply this provision (a) in an effort to ensure the full compliance of the *Deloitte Entities* with applicable U.S. and India laws, rules, and regulations; (b) to serve the public interest; and (c) to protect the legitimate interests of the *Deloitte Entities* or their respective *Attest Clients* under applicable U.S. or India laws, rules and regulations in a manner that is no greater than is reasonably necessary to protect such interests and without being unduly harsh and oppressive to me and my interests in future employment with an *Attest Client*. Further, I acknowledge and agree that because of, among other things, the importance of the *Deloitte Entities* remaining in compliance with applicable independence rules, such approval may be withheld by *Independence* in the event that my employment with an *Attest Client* would, in the view of Deloitte LLP, be inconsistent with applicable laws, rules and regulations or jeopardize the independence of a *Deloitte Entity* with respect to such *Attest Client*.

**15. Restrictions re: Personnel and Contractors.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or hiring or of any of its *Personnel* or contractors of the *Deloitte Entities*, or my participation in their hiring, admission or retention, would necessarily involve the unauthorized use or disclosure of *Confidential Information* or the proprietary relationships and goodwill of the *Deloitte Entities*. Accordingly, during my *Employment* and for one year thereafter, I will not, directly or indirectly, (a) solicit or attempt to solicit, or participate in the solicitation of or any attempt to solicit any *Personnel* to leave a *Deloitte Entity*, or to join any firm or business with which I may be or become affiliated; (b) participate in the hiring or admission of any *Personnel*; or (c) cause a contractor of a *Deloitte Entity* to cease providing services to, with, or on behalf of the *Deloitte Entity*.

**16. Post- Employment Restrictions re: Deloitte Property.** Upon termination of my *Employment*: (a) I will not use or disclose *Deloitte Property*, including, but not limited to, *Confidential Information* and *Works*, for any purpose; (b) I will not retain or take with me any *Deloitte Property*; (c) I will immediately deliver to a *Deloitte Entity* at any location that it designates, at my expense, within one business day after the termination of my *Employment* or on an alternate date designated by a *Deloitte*

*Entity*, any *Deloitte Property* that I may then or thereafter hold or control; and (d) I agree to allow a *Deloitte Entity* to inspect any of my personal or home computers, including smart phones, tablet computers, or any device, media or location capable of storing electronic data, to determine whether any *Deloitte Property* resides on such computers and to permit a *Deloitte Entity* to remove such *Deloitte Property*.

#### OTHER POST- EMPLOYMENT OBLIGATIONS

**17. Transition of Work and Cooperation.** Upon termination of my *Employment* for any reason, I will cooperate with a *Deloitte Entity* in all matters relating to the completion of pending work and its orderly transfer. I will also cooperate fully with a *Deloitte Entity* in connection with any threat of or actual legal proceeding against a *Deloitte Entity* or any client, customer or licensor of a *Deloitte Entity* arising out of any matter with or of which I had contact or knowledge during my *Employment*.

**18. Notification of Post- Employment Obligations.** I agree that prior to accepting employment or affiliation with another firm or business I will advise such firm or business of my duties and obligations under this Employment Agreement. After my *Employment* ends, I agree that a *Deloitte Entity* shall be permitted to advise any firm or business with which I have accepted an offer of employment or affiliation concerning my duties and obligations under this Employment Agreement.

**19. Certification.** I agree that during or after my *Employment* I will, if requested, provide written certification in such form as the Employer may require that I have complied with my obligations hereunder, including, without limitation, those obligations set forth in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15 and 16 of this Agreement.

#### OUR ENFORCEMENT RIGHTS AND REMEDIES IN THE EVENT OF A BREACH

**20. Equitable Relief and Attorney's Fees.** I acknowledge and agree that a breach of this Employment Agreement, including, but not limited to, a breach of my duties and obligations under the terms and conditions of Paragraphs 4, 5, 7, 8, 9, 10, 12, 14, 15 or 16 would cause irreparable harm to the *Deloitte Entities* and that, in addition to other remedies, the Employer on behalf of itself or another *Deloitte Entity* is entitled to a temporary restraining order, an injunction or other equitable relief to prevent any such breach. I also acknowledge that, to the extent permitted by law, a *Deloitte Entity* will be entitled to the payment of the *Deloitte Entities'* reasonable costs and attorney's fees incurred in enforcing this Employment Agreement. I also acknowledge that, to the extent permitted by law, the Employer may request that a court extend the one year period

following the termination of my *Employment*, as provided in Paragraphs 12 and 15, to correspond with the period that I participated in activities prohibited by Paragraphs 12 and 15.

**21. Liquidated Damages: Client Fees.** I agree that in the event of a breach under Paragraph 12, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

**22. Liquidated Damages: Compensation.** I agree that the precise amount of damages flowing from a breach under Paragraph 15 would be impracticable or extremely difficult to ascertain in an actual amount. Therefore, I agree that in the event of a breach under Paragraph 15, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by or owed to any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

**23. Right of Inspection.** I agree to permit the Employer (or to use my best efforts to enable the Employer) to inspect my books and records (and the books and records of any entity which employs or is associated or affiliated with me), upon request and at reasonable times, to enable the Employer to confirm the calculations described above and to verify compliance with Paragraphs 12 and 15. The Employer shall keep confidential any proprietary information obtained, except as may be necessary or desirable to enable the Employer to enforce its rights under this Employment Agreement and except as may be required by any statute, court or administrative order to decree or government ruling or regulation.

#### MISCELLANEOUS

**24. Governing Law; Choice of Forum.** This Employment Agreement is deemed to have been executed in the Employer's office in **Hyderabad, Telangana, India** and will be construed and governed in accordance with the laws of the Republic of India without regard to its conflicts-of-law principles. You agree to submit to jurisdiction before any court of record in which the Employer's office to which you were assigned is located, or in which a breach of this Employment Agreement may occur, at the election of the Employer, and you waive any right to raise questions of personal jurisdiction or venue in any action the Employer may bring against you in any such court. You further agree to accept service of process/summons/legal notice from the Employer when that process/summons/legal notice is either sent to your last known address by certified mail or served by any other means permitted under the law of the jurisdiction in which the Employer may bring an action against you.

**25. Modifications.** My obligations hereunder may not be changed or modified, released, discharged, abandoned or terminated, in whole or in part, except by an instrument in writing signed by an *Authorized Signatory*.

**26. Severability.** Every provision of this Employment Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such term or provision will be enforced to the maximum extent permitted by law and, in any event, such illegality or invalidity shall not affect the validity of the remainder of the Employment Agreement.

**27. Blue-Penciling.** If any court determines that any provision of this Employment Agreement, or any part hereof, or the application of any such provision, or any part hereof, to any person or circumstance is unenforceable or void, such court shall have the power to modify such provision, or any part hereof, to the extent necessary to render it legal and enforceable while preserving its intent, or if such modification is not possible, by substituting therefore another provision that is legal and enforceable and that achieves the same objective.

**28. Waiver.** None of my obligations under this Employment Agreement shall be deemed to have been waived by the Employer except if the giving of such waiver is contained in a written notice given to me and no such waiver shall be deemed to be a waiver of any other or further obligation I have under this Employment Agreement.

**29. Entire Agreement.** This Employment Agreement, the Employer's employment application, the Terms and Conditions of Service issued pursuant to the offer of employment and any documentation employing me or transferring me to the Employer, contain the entire understanding between me and the Employer or any other *Deloitte Entity* with respect to the subject matter hereof and supersedes all prior representations, warranties, and agreements with respect to such subject matter, and no representations, warranties or other covenants exist with respect to such subject matter that are not contained or expressly referred to herein. Notwithstanding the foregoing, any written agreement between a *Deloitte Entity* and me with respect to the subject matter hereof that was signed by me prior to the effective date of this Employment Agreement shall remain valid and enforceable according to the terms of such agreement with respect to all acts and omissions occurring prior to the effective date of this Employment Agreement. In the event of a conflict between this Employment Agreement and the employment application or any other document purporting to set forth terms and conditions of my *Employment*, this Employment Agreement will control.

**30. Transfer and Assignment.** Unless as the Employer shall otherwise determine, the rights, obligations and benefits of the Employer under this Employment Agreement, including but not limited to those rights and benefits relating to my post-Employment obligations set forth in this Paragraph 30 and in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19 and 23 above, are transferred and assigned, in whole or in part (as the Employer shall determine) and without the need for my consent

or the formality of documentation or prescribed processes, to (a) any *Deloitte Entity* in connection with my transfer to that *Deloitte Entity* or (b) any entity that acquires all or a part of the assets or business of the Employer. All provisions of this Employment Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, representatives, successors, and assigns of the Employer and me, and any *Deloitte Entity* to which I may be transferred during my *Employment*, provided, however, none of my duties or obligations under this Employment Agreement may be assigned or transferred by me to any other person or entity without the Employer's prior written approval of such assignment or transfer. Any purported assignments in violation of this Paragraph 30 shall be null and void.

**31. Headings.** The headings contained in this Employment Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Employment Agreement.

I have read the foregoing, understand it, and agree to comply with its terms.

**For Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
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Pooja Madnani

**Talent**

**Authorized Signatory**

Effective as of **November 13, 2022**, I accept all the terms and conditions of the Employer as stipulated in this Employment Agreement.



**A**

The definitions below apply to the italicized terms that appear in the Employment Agreement (including the exhibits):

**Attest Client** – attest client (or an affiliate of such client) of Deloitte & Touche LLP or a *Deloitte Entity*.

**Authorized Signatory** – a director, officer or other person who is authorized to sign on behalf of a *Deloitte Entity*.

**Confidential Information** – any information not generally known to the public, in any *Form*, that (1) relates to the operation of a *Deloitte Entity* or provides the *Deloitte Entities* with a competitive advantage, (2) consists of Personally Identifiable Information (*PII*) or other personal information about *Personnel*, client and other third party personnel, independent contractors, subcontractors, agents, vendors, suppliers or others which the Employer or another *Deloitte Entity* receives in the course of business, and (3) all other information entrusted to the Employer or another *Deloitte Entity* by clients and other third parties. *Confidential Information* includes, but is not limited to, *Intellectual Property*, supplier information, designs, business or marketing plans, forecasts and financial information, tax returns, tax identification numbers, agreements, client or prospective client lists, specific information about clients or prospective clients such as preferences for specific products and services, client or prospective client needs based on financial history and past purchases of services, client or prospective client development plans, specific rates charged to a client or offered to a prospective client and other business or client records. *Confidential Information* also includes, but is not limited to, debit or credit card information, employment applications, organization charts, performance ratings and other personnel records.

**Deloitte Entity** – the Employer, Deloitte LLP, and any corporation, company, partnership, limited liability company or other entity (a) that (i) is owned, directly or indirectly, in whole or in part, by Deloitte LLP (the “Deloitte U.S. Firms”), including but not limited to Deloitte LLP subsidiaries in India, the Deloitte Touche Tohmatsu verein, Deloitte Global Services Limited, Deloitte Global Services Holdings Limited, Deloitte Touche Tohmatsu Limited (“DTTL”) or any member firm of DTTL or affiliate thereof (collectively, the “DTTL Member Firms”) or (ii) controls, is controlled by or is under common control with any of the entities listed in clause (i); or (b) in which any *Personnel* participated on its behalf, or carried out any duties with respect to its affairs. For purposes of this Employment Agreement, the term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract, or otherwise.

**Deloitte Property** – *Confidential Information*, *Systems*, equipment, debit and credit cards issued in connection with my *Employment*, furniture, facilities and any and all other materials owned, licensed or leased by a *Deloitte Entity*, including, without limitation, computerized or electronic information and all copies thereof in any form or media, created by, furnished to, obtained by or prepared by me in the course of my employment in any capacity.

**Deloitte India (Offices of the US)** - The following companies shall be deemed to be the affiliates of each other and are collectively referred to as Deloitte India (Offices of the US): (i) Deloitte Consulting India Private Limited (ii) Deloitte Tax Services India Private Limited (iii) Deloitte Support Services India Private Limited (iv) Deloitte Financial Advisory Services India Private Limited and (v) Deloitte & Touche Assurance & Enterprise Risk Services India Private Limited.

**Electronic Communications** – all text, audio, video, images, information, data, files and attachments created, displayed, sent, received, posted, accessed or stored, whether deleted or not, by means of the *Systems*.

**Employment** – the nature of my relationship with the Employer or a *Deloitte Entity* pursuant to this Employment Agreement. Alternatively, and depending on context, *Employment* is the period of time during which this relationship persists.

**Form** - paper, computer disc, USB drive, website; any other tangible or electronic medium by which information may be stored or accessed; and human memory.

**Independence** – National Office (Independence) of Deloitte LLP.

**Intellectual Property** - works of authorship (including, without limitation, books, articles, data compilations, software and other copyrightable materials), materials, patents, inventions, designs, techniques, methodologies, processes, discoveries, know-how, ideas, trade secrets, moral rights, trademarks and other indicia of origin together with the goodwill therein, and all patent applications, copyright and trademark applications and registrations, and extensions and renewals thereof, throughout the world.

**Intellectual Property Rights** – all rights, title and interest in Intellectual Property.

**PCAOB** – the United States Public Company Accounting Oversight Board.

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**Personal Creations** – *Intellectual Property* that meet all of the following criteria: (1) it is conceived, developed, and created by me on my own time without using *Deloitte Property* or *Personnel* (during work hours), facilities, *Confidential Information* or *Works* of a *Deloitte Entity*, (2) it is unrelated to the actual or reasonably anticipated business or research and development of a *Deloitte Entity*, and (3) it does not result from any work performed by me and the *Personnel* (during work hours) for a *Deloitte Entity*.

**Personnel** – partners, principals, members, officers and employees of a *Deloitte Entity*.

**PII** – information (excluding business contact information such as an individual's name and one or more of the following: organization name, organizational title, organizational role, business address, business telephone number (including business cell phone number and business email address) relating to an identified or identifiable natural person. An identifiable natural person is a natural person who can be identified, directly or indirectly, by reference to an identification number or factors specific to his or her physical, physiological, mental, economic, cultural or social identity. Set forth below is a non-exclusive list of information that constitutes PII when such information relates to an identified or identifiable natural person:

- Account number (bank account, credit card, etc.)
- Address
- Biometric identifier
- Certificate or license number
- Date of birth
- Government identifiers (such as PAN)
- Name\*
- Personnel Number
- Photograph or video identifiable to an individual
- Vehicle identifier or serial number
- Other information related to an individual that may directly or indirectly identify that individual (e.g., salary, performance rating, purchase history, call history, etc.)

\* Note: When an individual's name is used with PII that is not business contact information, it is included in the definition of PII.

**Pre-existing Agreements or Arrangements** – agreements or arrangements that (1) relate to any *Pre-existing Creations*; or (2) may affect my ability to comply with the requirements of this Employment Agreement, including all contractual and other restrictions or obligations with other parties, including any post-employment restrictions and required notifications to the extent applicable under 18 United States Code §207, CFR 3.104-4, and India laws, rules and regulations that may or will impose limitations on my professional activities during my *Employment* (such as any non-compete agreements with prior employers and the one-year ban on lobbying contacts).

**Pre-existing Creations** – any *Intellectual Property* and *Intellectual Property Rights* that were developed or created by me, alone or with others, or otherwise acquired by me, before the period of my employment in any capacity with the Employer, in which I claim any ownership or right.

**Proceedings** – past or pending (1) actual or threatened claims or complaints of, or arising out of service to, present or former clients, (2) regulatory, self-regulatory, disciplinary, administrative, civil or criminal investigations, inquiries, charges, complaints, actions, sanctions, alternative dispute resolution proceedings, other proceedings or matters (other than criminal proceedings which relate solely to the operation of a motor vehicle) of any kind or nature, in India or any other jurisdiction, against me, including criminal proceedings arising out of my provision of professional services, proceedings brought by a professional association, or proceedings involving the Securities and Exchange Board of India, United States Securities and Exchange Commission or the PCAOB, other professional bodies like the Institute of Chartered Accountants of India or (3) matters of any kind or nature which could adversely affect my association with the Employer or my ability to perform my duties or responsibilities to the Employer, whether set forth in this Employment Agreement or otherwise, or my registration with or licensure by any governmental, quasi-governmental, or other regulatory agency, body or entity, in or outside the United States or India.

**Systems** – the communications systems or any part of such systems that a *Deloitte Entity* owns, licenses or operates and approves for use, including, but not limited to, e-mail, text messaging, Lotus Notes, Deloitte Online (eRoom), instant messaging, local area network, wide area network, Intranet (e.g., DeloitteNet, D Street), Internet, extranet, collaborative tools (e.g., blogs, wikis, etc.), laptop and desktop computers, servers, air cards, Personal Digital Assistants, cell phones, telephones and voicemail.

**Works** – all *Intellectual Property*, in any *Form*, created by me, alone or with others, during the period of my *Employment* that (1) is created within the scope of my *Employment*; (2) relates in any manner to the actual or anticipated business, research, or development of a *Deloitte Entity*; (3) results from any work assigned to or performed by me, alone or with others, for the Employer; or (4) is created with the use of *Deloitte Property*. **B**

**Pre-existing Creations; Pre-existing Agreements or Arrangements**

I understand and agree that the Employer makes no attempt to verify my claim of ownership to any of the *Pre-existing Creations* listed, and makes no admission that any *Pre-existing Creations* listed are owned by me.

[If yes, please enter details below]

Yes, I do have *Pre-existing Creations*,  
*Pre-existing*  
*Agreements or Arrangements*

X No, I do not have *Pre-existing*  
*Creations, Pre-existing Agreements or*  
*Arrangements*

**Title**

**Date**

**Brief Description**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Print)

ACCEPTED AND AGREED TO:

**Deloitte Tax Services India Private  
Limited**

DocuSigned by:

  
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Pooja Madnani

**Talent**

*Its: Authorized Signatory*

listed pursuant to Paragraphs 2 and 11 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment made in light of Paragraph 2 that *Pre-existing Creations*, if any, are described and explained in sufficient detail so that the likelihood of confusion between the employee's *Pre-existing Creations* and the Intellectual *Property* of a *Deloitte Entity* can be avoided or minimized in the future and further indicates that the *Pre-existing Agreements or Arrangements* have been obtained and reviewed and that the *Authorized Signatory* is satisfied that such *Pre-existing Agreements or Arrangements* will not interfere with the employee's ability to comply with the requirements of this Employment Agreement.

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\_\_\_\_\_  
C

**Proceedings**

**EXHIBIT**

[none, unless otherwise specified]

Yes, I do have *Proceedings* to report

X No, I do not have *Proceedings* to report

My signature below certifies that to the best of my knowledge, the information I have provided above, pursuant to Paragraph 3, is complete and accurate.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

**Exceptions to Post-Employment Restrictions: re: Clients**

[none, unless otherwise specified]

As specified in Paragraph 13, I agree that after a period of three (3) years from my start date or the date of my employment, as the case may be, the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on Exhibit D to support the application of the obligations of Paragraph 12 to those clients.

Yes, I do have  
Post-Employment Restrictions re: Clients

X No, I do not have  
Post-Employment Restrictions re: Clients

Name of ClientSpecified Kind of Services(s) Permitted

ACCEPTED AND AGREED TO:

**Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
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Pooja Madnani

**Talent**

Its: Authorized Signatory

\_\_\_\_\_  
Date

I have read and understood the above policy terms.

A n *Authorized Signatory's* signature is required only if information is provided pursuant to Paragraph 13 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment that criteria in Paragraph 13 have been fully satisfied, the clients listed have been properly identified, and the kinds of services permitted have been described with sufficient specificity.

**Terms and Conditions of Service**

In continuation to our offer of employment with **Deloitte Tax Services India Private Limited** (the "Employer"), please note the terms and conditions of service.

The italicized terms in these Terms and Conditions of Service are defined in **Exhibit A** of the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement hereto.

**Terms of Service****1. COMPLIANCE WITH INDEPENDENCE, ETHICS AND OTHER REQUIREMENTS**

Deloitte & Touche LLP performs attest services for certain of its clients and is subject to the independence requirements of, among others, the United States Securities and Exchange Commission (SEC), the United States Public Company Accounting Oversight Board (PCAOB), and the American Institute of Certified Public Accountants (AICPA). These requirements mandate that certain of the Employer's employees and their relatives be independent of some or all of such attest clients and their affiliates in accordance with the policies of Deloitte LLP and its subsidiaries (the "Deloitte US Entities").

Upon joining the Employer, you will be asked to review a listing of the attest clients and the affiliates of such clients of certain of the Deloitte US Entities and disclose relationships or financial holdings that you or your relatives may have that could affect the independence of the Deloitte US Entities. Any relationships or holdings that conflict with, among other things, the requirements of the SEC, the PCAOB or the AICPA or the independence or ethics policies of the Deloitte US Entities will need to be resolved immediately. Further, you will be required to comply with these policies throughout your career with the Employer, including, when applicable, maintaining a current list of certain of your financial interests (but not their value) in the independence tracking system.

As a condition to your joining the Employer and continued employment, you are required to complete a representation regarding your understanding of, and compliance with, independence and other matters, on a periodical basis (as requested beginning on

**EXHIBIT**

or prior to the date of you joining the Employer, annually thereafter, and upon certain changes in your role in the Employer), the details of which are provided in the independence representation. An example copy of this representation form is available for your reference on [www.deloittenet.com](http://www.deloittenet.com). The representation should be made to the best of your knowledge and ability. It is your responsibility to consult on any matter should you be uncertain or have a question. You are also requested to refer to [www.deloittenet.com](http://www.deloittenet.com) and *Independence* for more information in this respect. The representations made by you will be subject to an audit and may be reviewed by Deloitte LLP representatives and shared with certain third parties. If you are selected for such an audit, you will need to submit certain personal financial records to Deloitte LLP's internal audit team. Please be assured that Deloitte LLP fully intends to keep all information obtained through the audit process confidential and secure. You hereby give your consent to Deloitte LLP to use the information provided by you for such purposes as provided in the policies regarding independence and ethics.

In the event you (i) do not cooperate or comply with the independence requirements, or (ii) do not complete the necessary representations, or (iii) make inaccurate representation(s); you may be subject to disciplinary action including and up to termination of employment with the Employer.

Please feel free to contact or consult *Independence* should you require any further information or if you have any specific concerns in this respect.

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## **2. NON DISCLOSURE, NON SOLICIT AND INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AGREEMENT ("Employment Agreement")**

You will be expected to sign the Employer's Employment Agreement. Please contact Talent for further details.

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## **3. HARRASSMENT POLICY**

**Administrative Policy Release ("APR") 213** is the Employer's policy prohibiting harassment. Deloitte LLP's subsidiaries located in India ("Deloitte India (Offices of the US)") are committed to providing a working environment that is free from harassment based on caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis, in accordance with applicable Indian central, state or local law. Expressly forbidden are unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Depending on the circumstances, such harassment may also include conduct such as stereotyped or demeaning remarks or gestures or the display or circulation, whether in writing or electronically, of materials or pictures offensive to persons because of their caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis in accordance with applicable Indian central, state or local law. The full policy will be accessible to you on DeloitteNet after joining Deloitte U.S. India.

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#### 4. WORKING HOURS, HOLIDAYS, LEAVES AND MATERNITY BENEFITS

You will be provided with your standard working hours, which may vary over the course of your career. The Employer may, from time to time, subject to applicable laws, require the employee to work beyond these hours.

You shall be entitled to paid holidays and leave as per the Employer's policies.

Women employees are eligible for maternity benefits as per the recent amendments (2017) in the maternity benefit act, 1961, including having 26 weeks of maternity leave with pay, as applicable.

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#### 5. RETIREMENT AGE

The age of retirement for employees of Deloitte India (Offices of the US) is 60 years. Your employment will therefore automatically terminate at the end of the month in which you attain 60 years.

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#### 6. TRANSFERS

You may be transferred, assigned, or asked to attend training at the offices of a Deloitte Entity or its clients or third parties in India or abroad with or without additional compensation. In such an event, you will also be governed by the terms and conditions of service applicable to the transfer, assignment, or training.

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#### 7. NOTICE PERIOD FOR TERMINATION OF SERVICES

The notice period for termination of your services is **60 Days** by either side and/or salary in lieu of notice period on part of the Employer only.

The Employer expects all employees to maintain the highest standards of professional conduct at all times.

In order to assure orderly operations and provide the best possible work environment, the Employer expects you to follow rules of conduct that will protect the interests and safety of all personnel, including but not limited to the Code of Ethics and Professional Conduct.

In the event of any breach of the Code of Ethics and Professional Conduct, non-performance of a contractual obligation or the terms and conditions laid down in this Annexure, or if you engage in any misconduct whether or not in connection with or affecting the business or affairs of the Employer or the work conduct, as specified by Employer, you will be subject to disciplinary action up to and including termination of your services/ employment with the Employer without any notice or payment in lieu of notice notwithstanding any other terms and conditions stipulated herein.

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#### 8. MISCONDUCT

Misconduct may include but is not limited to:

- Irregular attendance: repeated or excessive absence, tardiness or early departures/ late comings without approval.
- Unreported or unapproved absence (including overstay of leave) for more than five consecutive days or deviation from assigned and accepted schedule for more than five days.
- Falsification or manipulation in background verification process or employment records, employment information, or other records prior to or after joining the Employer.
- Falsification or manipulation of Deloitte Time & Expense (DTE).
- Knowingly providing false statements, either verbally or in written form.
- Neglect of normal duties and functions.

- Practices such as reading personal materials during working time, having obscene or inappropriate posters or screen savers at your work station, playing games at your work station, etc.
- Continued discharge of work functions that do not meet the standards reasonably expected.
- Breach of the confidentiality provision in the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement including disclosing to any unauthorized person any *Confidential Information* or *PII*.
- Willful insubordination or disobedience, whether or not in combination with another, of any lawful and reasonable instructions of any member of management or any authorized person.
- Engaging in unapproved outside employment and activities as defined in APR 218 (US & IND) ([https://deloitte.net.deloitte.com/About/Policies/Admin/Pages/218\\_OutsideEmploymentActivities\\_US.aspx](https://deloitte.net.deloitte.com/About/Policies/Admin/Pages/218_OutsideEmploymentActivities_US.aspx)).
- Installing, downloading, copying or duplicating any unauthorized or unlicensed software, programs, games, or attachments on any computer system of the Employer or of any *Deloitte Entity* or its clients.
- Engaging in any illegal activities.
- Workplace violence, including threats of physical violence.
- Corporate credit card delinquencies.
- Causing damage to the property of the Employer, any *Deloitte Entity*, its clients, or their respective personnel
- Going on or abetting a strike in contravention of any law.
- Theft of any property belonging to another, the Employer or any *Deloitte Entity*, or their respective personnel, clients, or visitors
- Possession of firearms, explosives, knives or any instruments that can be used as an injurious or deadly weapon in the workplace or at any *Deloitte Entity* sponsored event.
- Corruption, fraud, or misappropriation of funds.
- Failure to comply with the policies, guidelines, rules and regulations of the Employer or a *Deloitte Entity* as applicable.
- Excessive personal use of the Employer's telephone, fax or computer systems.
- Failure to adhere to applicable laws.
- Any act prejudicial to or in conflict with the interests of the Employer or a *Deloitte Entity*.

The above terms and conditions are based on, and should be read in conjunction with, the Employer's policies, guidelines, procedures and other rules currently applicable, including but not limited to Administrative Policy Releases (APRs) and Deloitte India (Offices of the US)'s other policies, guidelines, rules, and regulations. The above rules are subject to amendments from time to time and the amended rules, policies, procedures, and guidelines would be posted on the Employer's Intranet site i.e. <https://deloitte.net.deloitte.com/Pages/Home.aspx> for employee reference. The policies will be updated from time to time in the future and we deem to have your consent to any and all such changes. Furthermore, upon acceptance of employment with the Employer, you may be requested to read and acknowledge acceptance of various policies and guidelines of the Employer. It is expected that you will read and acknowledge all such communications.

Effective as of **November 13, 2022**, I accept all the terms and conditions of the Employer as stipulated in these Terms and Conditions of Service.



Signature

Name

**Training Agreement****Dear :**

On behalf of **Deloitte Tax Services India Private Limited**, please accept our congratulations on your recent offer of employment to join the Company as **Tax Consultant I** pursuant to the terms and conditions of your offer letter dated **November 13, 2022**. You made a very favorable impression with everyone you met and we are excited about the possibility of you joining the Company.

As you may be aware, as a condition of employment with the Company, you may be required to travel Overseas to attend a series of training sessions for a period of up to 90 days. This training will be a combination of classroom procedural training as well as on-site training to observe employees conducting similar work at various client locations. This training represents the confidence we have in your ability to be a valuable member of the practice of the Company.

As per Company policy, we kindly bring to your attention that all employees attending training overseas are required to sign a Training Agreement which will obligate the employee to repay a calculated amount of the costs associated with the training, only if the employee resigns his/her position or are terminated for cause within a specified period after completion of the training (usually between 6 to 18 months). This repayment obligation disappears after the specified period of time has lapsed. We all look forward to seeing you again soon and having you join our team of outstanding professionals.

Sincerely,

For

**Deloitte Tax Services India Private Limited**

DocuSigned by:

*Pooja Madhuni*

By:

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Signature

**Authorized Signatory**



## OFFER LETTER

Dear KEVIN JOY,

Subsequent to your meetings with Go Digit General Insurance Limited, we are pleased to make an offer of employment on the following terms and conditions:

- 1.1 You shall be appointed to the position of **Graduate Trainee Engineer – Analytics and Data Science**.
- 1.2 As an employee of the Organisation, your Gross Annual Compensation (Cost to Company) will be **Rs. 500000/-** (Rupees Four Lac Fifty Thousand Only).
- 1.3 Your Gross Annual Compensation will include a performance-linked variable of **11.00%** subject to achievement of pre-defined targets.
- 1.4 All terms and conditions of your employment, including the code of conduct, will be in accordance with the Company's policies and procedures and the Employment Agreement.
- 1.5 The Trainee Program will be for a period of **1 year** from your date of joining.
- 1.6 Your employment will also be dependent upon completion of your Graduation / Post Graduation as per the training programme.
- 1.7 Your employment with the Company is subject to:
  - (a) The accuracy of the testimonials and information provided by you; and,
  - (b) You being free from any contractual restrictions preventing you from accepting this offer and will return receipt of acceptance of this offer within 5 workings days.
- 1.8 At any time, the contract may be terminated by either party by giving 90 days' notice in writing. Go Digit General Insurance reserves the right to payment of salary in lieu of the notice period.
- 1.9 We are glad that you have accepted our offer. In order to confirm your joining, you would be required to submit a proof of your resignation from your current company



within 7 days of receipt of this offer letter. In case of failure to submit the same within the stipulated time period, the company reserves a right to withdraw this offer.

On the day of your joining kindly bring photocopies of your certificates (all education qualifications, address proof, Pan card copy, ID proof, all previous employers' certificates, Form 16, Last employer's salary slip of last 3 months, relieving Letter from last employer), along with four passport size photographs.

This offer is being issued subject to successful verification of all your documents submitted. As a token of your acceptance of our offer and the terms of this letter, please sign in the space provided below and return the same to us. We are excited at the prospect of having you join us and look forward to a rewarding association.

**Annexure A**  
**Compensation Entitlement Sheet**

|                               | Monthly       | Annual         |
|-------------------------------|---------------|----------------|
| Basic Salary                  | 11,667        | 140,000        |
| HRA                           | 4,667         | 56,000         |
| Education Allowance           | 200           | 2,400          |
| LTA                           | 972           | 11,662         |
| Statutory Bonus               | 972           | 11,662         |
| Special Allowance             | 12,495        | 149,942        |
| <b>Gross Salary</b>           | <b>30,972</b> | <b>371,666</b> |
| <u>Employer Contributions</u> |               |                |
| EPF                           | 1,800         | 21,600         |
| ESI                           | 0             | 0              |
| Gratuity                      | 561           | 6,734          |
| <b>Fixed Compensation</b>     | <b>33,333</b> | <b>400,000</b> |
| <b>Variable Pay</b>           |               | <b>50000</b>   |
|                               |               |                |
| <b>Annual Cost to Company</b> |               | <b>450,000</b> |

**Deductions:**

|                |               |               |
|----------------|---------------|---------------|
| EPF            | 1,800         | 21,600        |
| ESIC           | 0             | 0             |
| PT Deduction   | 200           | 2,500         |
| <b>Net Pay</b> | <b>28,972</b> | <b>500000</b> |

\*TDS deduction is subject to taxable income.

\*\*If your Annual Compensation includes a performance-linked variable then the payment will be subject to achievement of predefined targets. Variable pay shall be paid depending upon the performance of the employee and as per the company policies. Employee who has resigned or is serving his/her notice period, as on the date of payment, will not be eligible for payment of variable pay.

\*\*\* Eligibility for increment shall be depending upon the performance of the employee and as per company policies. Employee who has resigned or is serving his/her notice period will not be eligible for increment.

Sincerely,

**For Go Digit General Insurance Limited**



**Amrit Jaidka Arora**  
**CHRO**

**Vibhanshu Patel**





## Welcome to Wipro's Work Integrated Learning Program ("WILP")

**Work Integrated Learning Programme**  
**Wipro Limited, Dodda Kannelli**  
**Sarjapur Road, Bengaluru - 560 035.**  
**Phone: (080) 28440011/12, Fax: (080) 28440256**

Dear KIRAN A,

### **Sub: Enrolment letter to Wipro's Work Integrated Learning Program ("WILP") as Scholar Trainee – Work Integrated Learning Program**

Welcome to WILP!

With reference to your application, it is our pleasure to enroll you as a Scholar Trainee – Work Integrated Learning Program. This is a scholarship program customized as a robust academic and training program which will enable you to obtain M-Tech degree from one of the premier engineering institution / University in India.

The duration of the academic program shall be 48 months from the **date of enrolment to the academic program**. You will be enrolled into the academic program within 12 months from date of joining. Your date of joining will be intimated through a separate communication.

We hope you enjoy the learning with WILP and have an enriching experience being a part of Wipro Limited ("Wipro or "Company").

Please read through the terms and conditions of your enrolment as provided below.

We look forward to having a long and fruitful relationship with you at WILP, Wish you all the best!

Yours sincerely,  
For **Wipro Limited**,

**Aparna Shailen**  
**General Manager - Human Resources**

#### **Endorsement**

I accept the enrolment and the terms and conditions thereof as specified below. I shall report for undergoing study on

#### **Terms & Conditions of Scholarship**

##### **1. PROFILE:**

You have been selected to be a part of Wipro's WILP and are enrolled as a Scholar Trainee- Work Integrated Learning Program. Upon joining WILP, you will have to undergo a "Project Readiness Program" ('PRP') that prepares you to participate in projects at the Company as part of this learning program. This robust academic program will also enable you to obtain **M-Tech degree from one of the premier engineering Institution / University** upon successful completion of the course.

##### **2. DURATION:**

The duration of your academic program will be for a period of 48 months from the date of enrolment to the academic program. You will be enrolled into the academic program within 12 months from date of joining. Unless the Company extends the period of your study in writing, which is done solely at the discretion of the Company, your enrolment would automatically terminate at the end of the stated 48 months.

In case the Company extends the academic period (in writing) you will continue to be enrolled as a Scholar Trainee – Work Integrated Learning Program with WILP.

### 3. Appointment details:

We provide support to our global customers through various Company locations in India to suit customer requirements by operating 24x7. You would be operating from any of these locations and in any of the shifts, including night shift, as may be decided by the Company, keeping in mind the business needs and deliverables to customers.

### 4. Scholarship/Stipend and Benefits

During your period of enrolment, you would be entitled to a consolidated monthly scholarship.

Apart from the monthly scholarship, the Company will provide you with life & accidental insurance that would include a cover for you, the premium / cost will be taken care of by Wipro. This is a voluntary benefit offered by the Company and the details of the same are listed below.

- i. A Group Personal Accident Insurance (GPAI) coverage of **Rs.12,00,000/-**. You could also choose to get additional coverage for a nominal and highly negotiated premium. More details on the policy are available in My Policies section in myWipro, the HR portal at Wipro.
- ii. Group Life Insurance coverage of **Rs.14, 00,000/-**. This sum insured is inclusive of cover as per EDLI (Employee Deposit Linked Insurance). You can also get an extra coverage for a nominal and highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

In addition to the above, you are also eligible for medical insurance cover towards hospitalization.

You are eligible for a floater coverage of Rs.2,00,000/- per annum for family (self, spouse & children) towards hospitalization. There will be a deduction from your monthly scholarship/stipend depending on your marital/family status towards the base sum insured premium. 10% of the claim amount would need to be borne by the employee/Scholar trainee.

Base Medical insurance is to be availed by the employee as default. It is accounted for in deductions as a nominal monthly charge. Top-Up cover is voluntary and charged as applicable during renewal timelines.

If you wish to enhance the coverage, a top up cover option is also available for a highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

The below table lists down your scholarship details:

| Period      | Scholarship | ESI | Consolidated Scholarship (Rs. Per Month) |
|-------------|-------------|-----|------------------------------------------|
| First year  | 15000       | 488 | 15,488/- (*)                             |
| Second year | 17000       | 553 | 17,553/- (*)                             |
| Third year  | 19000       | 618 | 19,618/- (*)                             |
| Fourth year | 23000       | 0   | 23,000/- (*)                             |

(\*) You shall be responsible for payment of all statutory contributions, taxes, dues and levies as may be required under the relevant laws including contributions under Employees' State Insurance Corporation Act (**at 0.75% of your Scholarship**) as and when applicable to you. Such contributions, taxes, dues and levies where required, shall be deducted from your Scholarship and benefits according to applicable laws and regulations.

Your fourth-year scholarship will continue until completion of your M-Tech program. Your enrolment into the MTech academic program within 12 months from date of joining.

You shall be eligible to receive a onetime "joining bonus" of Rs.75,000 after you join Wipro along with your first month salary. All applicable taxes on the payment of this amount will be borne by you. Please note in the event you leave the organization within 12 months from the date of joining, payment processed under Joining bonus shall be recovered from the employee at the time of exit.

The enhancement of the scholarship at the end of each academic year of study will be at the discretion of the Company and subject to your satisfactory progress of study, acquisition of skills, behavior, regularity and punctuality in attendance. Your continued enrolment in the course, will be at the discretion of the Company, and is subject to satisfactory academic performance and other requirements as prescribed in the WILP portal.

In case your project performance at any stage is not found to be at par with the requirement of WILP, then you would be placed on performance improvement program (PIP). If you fail to successfully complete the PIP, the Company may at its sole discretion discontinue your enrolment in the WILP program.

#### **Book Allowance:**

A Book Allowance of Rs.1,250/- will be provided to you per semester. This allowance will be given every semester except the last semester when you will be engaged in dissertation. The allowance will be paid to you centrally along with your scholarship during the course of each semester. The allowance will be subject to tax. Book allowance is applicable and paid only when you are registered for the semester.

#### **5. Training Agreement:**

- i. This letter of enrolment is subject to the execution of a training agreement in the prescribed proforma with Wipro Limited, Sarjapur Road, Doddakannelli, Bengaluru-560035 on or before joining the program ("Training Agreement").
- ii. This Training agreement shall be for a total period of 60 Months where you will be mentored for developing your skills and knowledge. This included technical training, in various formats, both online and offline and practical experience in various projects. The Company invests on your behalf for the cost of these trainings. Should you discontinue the WILP program or your enrolment with WILP is cancelled for any reason whatsoever before the completion of 60 months from the date of joining, the training expenses of Rs.75,000/-(Rupees Seventy five thousand only) will have to be paid by you as detailed in the Training Agreement.

#### **6. PROJECT READINESS PROGRAM (PRP)**

Upon enrolment, you will have to undergo a Project Readiness Program (PRP) to prepare you to participate in projects. This is offered by Wipro's - Talent Transformation Department to all campus and off-campus selects. The broad objective of PRP is to equip you with the necessary knowledge and skills that will enable you to start working on real-life project work which is an integral part of the WILP.

#### **7. Regulations of Academic study:**

- i. You will be enrolled for M-Tech program with a renowned institution ("University") that collaborates with Wipro for WILP.
- ii. Course specialization includes but is not limited to Software Systems, Software Engineering, Information Technology, Computing Systems and Infrastructure Management, Data Analytics, IoT, Cloud, Digital & Cyber security, Embedded Systems.
- iii. Your specialization and enrolment would be decided based on prevailing business requirements and decision of the Company is final and binding.
- iv. You will not be able to change Specialization track after enrolment.
- v. Overall program duration is 4 years from date of enrolment of academic program.
- vi. As per the program structure, a WILP Scholar trainee will register and pursue 4 to 6 courses per semester over 7 semesters.
- vii. You will be required to submit a project work / dissertation in your final semester (8<sup>th</sup> semester of your program). This will enable you to advance your professional capabilities by applying concepts and techniques in projects.
- viii. Each course has multiple evaluation components. This includes an assignment component, quiz, mid-semester examination and comprehension examination. All evaluation components are mandatory for securing a pass grade in a course as prescribed by the partnering institution.



- ix. Contact classes are organized as per the handout and calendar prepared and shared by the University at the beginning of each semester. In the normal course, one session of 2 hours duration per course per contact class is organized.
- x. You will be called upon to undergo studies during the hours and days as may be fixed by the Company from time to time. Normally, the study hours would be from 9:00am to 6:00pm
- xi. The faculty will take attendance/circulate attendance sheets for every session. It is your responsibility to ensure that your attendances are recorded properly.
- xii. WILP Scholar trainees are expected to be on time for every session. Punctuality is non-negotiable and the faculty reserves the right to deny entry and attendance to late comers.
- xiii. Attending 75% of contact session is mandatory for each course to appear for examinations.
- xiv. Not attending classes for reasons like medical/on the job training /late coming/personal problems and other similar reasons would be treated as absenteeism.
- xv. Scholar trainees who fail to meet the minimum attendance criteria will not qualify for comprehension exams for any of the registered courses in that semester.
- xvi. For any reason, you are not able to meet the minimum attendance criteria or not complete the mandatory assignments / quiz / examinations in any semester, you are required to repeat the same semester as and when the next batch is organized. In such cases, rules and regulations governing academic programs at that time would be applicable. In addition, additional semesters fees are to be borne by you as prescribed by the University.
- xvii. At the end of each semester, the performance of each Scholar Trainee in a course, is specified as a letter grade which is obtained through a Relative Grading procedure
- xviii. Any Scholar trainee securing 3 or more cumulative fail grade at any point in time will be expelled from WILP Program.
- xix. The 8th semester of study is fully devoted for dissertation / project work
- xx. If a Scholar trainee's CGPA is less than 5.5, the Scholar trainee will not be permitted to register for the dissertation. He/she has to re-appear for exams and secure a CGPA of 5.5 before taking up the dissertation. Also, a Scholar trainee with an E grade in any course will not be permitted to register for the Dissertation
- xxi. Project / Dissertation work has to be carried out by each individual separately. Teamwork is not permitted.
- xxii. The dissertation has to be completed strictly as per the guidelines that are outlined by collaborating institution.
- xxiii. WILP Scholar trainees are expected to maintain decorum and discipline in line with Wipro's professional work culture and environment.
- xxiv. In cases where a Scholar trainee deviates from the expected behaviour as prescribed by the WILP and partnering institution from time to time , strict action will be taken and the decision of the WILP Team / faculty /, University would be final and binding.
- xxv. Breach of integrity will be dealt with sternly. Such Scholar trainees will be asked to discontinue their studies and also expelled from WILP program.
- xxvi. On successful completion of the study, you will be eligible to receive the M-Tech degree from the collaborating University, in recognition of your successfully completing the course.
- xxvii. All Scholar trainees of the WILP will be given testimonials at the end of the successful completion of the M-Tech degree program. The testimonial contains the timeline in the WILP and the kind of project works carried during this opportunity.

Mode of contact session, examination pattern and other academic program norms are subject to change based on the prevailing situation / University norms declared from time to time. Decision of the University would be final and binding.

## **8. Conflict of Interest:**

- i. During your enrolment period with the WILP, you will focus exclusively on the requirements of the program. In addition to your study and academic requirements, you are required to engage yourself exclusively in the work assigned by Wipro and shall not take up any independent or individual assignments (whether part time or full time, in an advisory capacity or otherwise) directly or indirectly without the express written consent of Head /

## Manager of WILP Academy

- ii. You shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any person who is involved in activities, which are or shall be in conflict with the interests of Wipro.
- iii. The Conflict of Interest Policy also refers to the need on your part, during your enrolment and for a period of one year from the cessation of your enrolment with WILP (irrespective of the circumstances of, or the reasons for, the cessation) not to solicit, induce or encourage:
  - a. Any student/scholar trainee of the WILP to abandon /withdraw their enrolment with the program or to accept enrolment and/or employment with any competitor, supplier or any customer with whom you have a connection.
  - b. Any employee of Wipro to terminate their employment with Wipro or to accept employment with any competitor, supplier or any customer with whom you have a connection.
  - c. Any customer or vendor of Wipro to move their existing business with Wipro to a third party or to terminate their business relationship with Wipro.
  - d. Any existing employee and/or student of WILP to become associated with, or perform services of any type for any third party.
- iv. In case of any conflict or doubt, please discuss the matter with Head / Manager of WILP, to understand Wipro's position on this and resolve the conflict.

## 9. Obligation and Responsibilities:

- i. During the study period you will be governed by the WILP regulations and instructions as may be modified, from time to time, in relation to conduct, discipline and other matters.
- ii. During your study as part of WILP, Company expects you to undergo study in the area in which you are placed, with a high standard of initiative and efficiency. This is critical and Company has zero tolerance towards any deviations.
- iii. You would not be allowed to seek membership of any local or public body without the written approval from the Head / Manager of WILP.
- iv. During the study period and thereafter, you would not be allowed to give out to anyone in writing or by word of mouth or otherwise, particulars or details of work - process, technical know-how, research carried out, security arrangements, or administrative and/or organizational matters of confidential or secret nature which you may come across during your academic study or become known to you by virtue of your undergoing study under WILP or otherwise.
- v. You are bound by all regulations, instructions and policies of the WILP and Wipro. These are updated / modified on a periodic basis and new policies may be introduced and notified to Scholar trainees from time to time and you will be bound to comply with the same.
- vi. In consideration of the opportunities, trainings and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by WILP/Wipro and in the course of your association with WILP. This covenant shall endure during your association and beyond the cessation of your association with WILP (irrespective of the circumstances of, or the reasons for, the cessation).
- vii. In connection with your association with Wipro as part of the WILP and during the term of your association upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business or academic session hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

During the period of academic study, if you develop or conceptualize inventions, ideas, concepts, discoveries, techniques and improvements (including without limitation computer software) solely or jointly with others in relation to the operation of the WILP / Wipro, such developments will be fully communicated to the WILP academy and will be the sole intellectual property of Wipro. You agree to cooperate in the execution of documents to facilitate the assignment of such intellectual property when required.

## 10. Confidentiality:

- i. In consideration of the opportunities, training and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by Wipro and in the course of your enrolment. This covenant shall endure during your enrolment and beyond the cessation of your enrolment with Wipro (irrespective of the circumstances of, or the reasons for, the cessation).
- ii. During your training on projects at Wipro, you will be expected not to use or disclose any confidential information, including trade secrets, of any former employer (if any) or other person with whom you have an obligation of confidentiality and by signing below you affirm that you have no conflicting obligations or non-compete agreements that would prevent you from working without limitation for Wipro.

## **11. Assignment of Intellectual Property**

In connection with your enrolment and during the term of your enrolment, upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

## **12. Posting**

During the initial study period, initially you would be made familiar with Wipro, but you may if needed be re-assigned or transferred to another division, department, establishment or new location where Wipro, has its office or operation and WILP classes are running in the particular location, in India, without enhancing the scholarship amount. On placement of this nature, you will also be governed by the disciplinary rules and regulations as applicable in that unit/branch. You may also be placed in any sister company of Wipro, for practical studies.

## **13. Misconduct:**

- i. In case you are charged with any misconduct or disciplinary issue during your study period, your enrolment with WILP may be temporarily placed on suspension without payment of scholarship amount, for such period as Wipro may deem fit. If the charges against you are proved to be true, your enrolment may be immediately cancelled, without any notice or payment of scholarship in lieu of notice notwithstanding any clause of this letter of enrolment. It is clarified that this clause is without prejudice to Wipro's rights to enforce the Training Agreement duly signed by you even after cancellation of your enrolment for whatever reasons as the case may be.
- ii. Notwithstanding the condition regarding written notice of termination and without prejudice to Wipro's right to enforce the Training agreement, Wipro shall have the right to terminate your academic study without any notice or payment of scholarship in lieu thereof, if any declaration given or information furnished by you to WILP/ Wipro is found to be false or if you are found to have willfully suppressed any material information.

**Please note that at any stage, whether during your selection process or upon enrolment with the WILP, if it is brought to our notice that you have indulged in malpractices or used illegal means to clear your online assessment, Wipro shall withdraw or revoke the enrolment and cancel the same with immediate effect and we reserve our rights to take suitable action against you as we may deem fit.**

## **14. Cancellation of Enrolment:**

Notwithstanding any of the clauses of this letter of enrolment, Company reserves the right at its sole discretion to cancel this enrolment during the study period without assigning any reason, by giving one month's (30 days) notice or one month's scholarship/stipend in lieu of notice.

## **15. Study Hours:**

- i. As a Scholar Trainee – Work Integrated Learning Program, you will be called upon to undergo studies during the hours and days as may be fixed by WILP from time to time as per the University requirements.
- ii. You would be assigned to any of the locations and any project work as part of your WILP as may be decided by the Company.
- iii. The full day lecture sessions will be held at any of Wipro's other establishments/outsourced venue. You may also be called upon to attend academic study as and when required on holidays, as may be scheduled in accordance with the convenience of the organizing team of the WILP.
- iv. The university will plan contact classes in multiple format to suit the project work situations and university guidelines such as contact classes in ILT (instructor Led training) and / or VILT (virtual Instructor Led Training and Self-Directed / Recorded lecture sessions).

## 16. General:

- i. This letter of enrolment is subject to the condition that you have not provided us with any false declaration or wilfully suppressed any material information. If you have, you will be liable for cancellation of enrolment from the WILP without any prior notice.
- ii. The terms of this letter of enrolment may be specifically enforced legally, if required. In this connection, if any of the provisions of this letter are declared or found to be void or unenforceable due to any reason whatsoever, the remaining provisions of this letter shall continue in full force and effect.
- iii. These enrolment terms supersede and replace any existing agreement or understanding, if any, between Wipro and you relating to the same subject matter.
- iv. You warrant that you are not prevented by a court or by any other administrative or judicial order from enrolling under this agreement. In the event that you are not a citizen of the country of posting, you should have a valid work permit to work in the country of posting.
- v. During the period of enrolment you are required to comply with all policies of WILP and Wipro. These policies are updated / modified on a periodic basis and new policies may be introduced and notified to the Scholar Trainees from time to time. You agree to comply with all policies as modified from time to time.

## 17. On Completion/Cancellation of Academic Program:

- i. On Completion of the academic program or cancellation of your enrolment, as the case may be, you will immediately surrender to Wipro/ the Academy all specifications, formulae, documents, literature, drawings or records, etc. belonging to Wipro/ the Academy or relating to its business and shall not make or retain any copies of these items.
- ii. You are not eligible to receive testimonial certificate if you do not successfully complete the academic study in accordance with this letter of enrolment and the study scheme formulated by the Academy.
- iii. Wipro reserves the right to offer employment at its sole discretion to a Scholar trainee on successful and satisfactory completion of the academic study.

## 18. Acceptance of Enrolment Letter:

Upon accepting the above terms and conditions, you are required to return the duplicate of this letter of enrolment, duly signed by you as a token of your acceptance on the day of joining WILP program.

Please confirm that the above terms are acceptable to you and that you accept the enrolment by signing a copy of this letter of enrolment and submit the same on the date of joining.

## 19. Work Allocation:

As part of your work responsibilities, you may be assigned to work on certain projects/accounts or other assignments as may be deemed fit by the Company in its sole discretion. Refusal to accept and deliver on such assignments shall be treated as a refusal to work and may result in termination of your employment or other disciplinary action.

Yours sincerely,

For **Wipro Limited**,



**Aparna Shailen**  
**General Manager - Human Resources**

I have read, understood and agree to accept the enrolment on the terms and conditions herein.

I shall be present for the induction session on

## **ANNEXURE I**

### **CONFIRMATION ON SHARING PERSONAL INFORMATION (AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT, 2000)**

I Radheshyam Thakur, confirm that I am voluntarily sharing my Personal Information with Wipro Limited ('Wipro') being a part of WILP of Wipro for the following purposes:

- a. validating my application form and retaining records on the same for any future reference/verification;
- b. processing my application form including background verification checks;
- c. academic study related actions including record keeping, processing scholarship advance and benefits and any action required in the context of my enrolment with Wipro, being a part of WILP.

In this context, I also agree to the retention of such Personal Information by Wipro for any future reference/verification and authorize Wipro to transfer the same to a third party.

I understand that 'Personal Information' means any information, relating to me that is available with Wipro and is capable of identifying me."

## **ANNEXURE II**

I hereby confirm that I shall submit the required academic certificate including but not limited to mark sheet and Provisional or Convocation Degree Certificate within 3 months from my date of joining. I understand that my enrolment is subject to my aggregate meeting the Wipro eligibility criteria and submission of the above mentioned documents.

I hereby declare that all the particulars mentioned above are true to the best of my knowledge. In the event of my failure to submit the above mentioned documents or in case of any discrepancy, I shall be liable for termination of my enrolment with Wipro.

## **ANNEXURE – III**

### **INITIAL INDUCTION PROGRAM**

The Talent Transformation team at Wipro groom's campus selects to help them face the challenges of the corporate world.

A holistic 360 degree approach to training is adopted and helps them hone their fundamental computer skills followed by insights into Wipro businesses, process, technology and behavioural skills.

To understand and appreciate the mindset of the young Trainees and ensure that the transformation is smooth, the induction program is done by a team of dedicated professionals who have exposure to the academic and corporate sectors alike. Project Readiness Program (PRP) is a training program designed to address the basic learning needs of the Trainees.

#### **Corporate Readiness Program - CRP**

The CRP program is focused on making young Trainees comfortable in a corporate environment. This program starts with a corporate induction.

"EMERGE" a behavioural skills building training program ensures that the fresh Trainee start feeling at ease in the "corporate world". This activity based behavioural intervention informs the new entrants about the corporate work culture and business etiquette.

#### **Technology Readiness Program - TRP**

The technology training provides critical technical skills required to work on projects allocated to Trainees and prepare to face the demands of the project world. We begin doing this by familiarizing with Wipro's businesses and work environment.

The methodology of training is "Project Based Learning" (PBL) approach, the entire learning is designed around a series of projects that the recruits are expected to complete individually by learning and applying various topics required to complete the project. Starting with individual projects, the PBL approach ends with recruits working on a team project.

## **ANNEXURE – IV**

I have read and understood the terms of my enrolment letter. I agree and acknowledge that I am a Student/Scholar trainee with Wipro's WILP. I further undertake that I shall not represent to any person within Wipro or any other third

party that I am an employee of Wipro Ltd and I fully understand that such false representation shall entail severe disciplinary action including immediate cancellation of my enrolment.

### **Travel, Accommodation, Food & Other Miscellaneous Expenses**

#### **Travel**

- i. You would be entitled for Rs. 1500 from the date of appointment as a lump sum amount that will be credited with your first month stipend. You may utilize this amount towards Travel and you would not need to submit bills towards usage of this amount.
- ii. There is no provision for reimbursement/allowance towards any expenses incurred in lieu of attending training or classes at different locations in the same city.

#### **Accommodation, Food & other Miscellaneous Expenses**

- i. You would be entitled for Rs.400 per day for 8 days (total amount of Rs.3,200) from the date of joining. You may utilize this amount towards accommodation, food & other miscellaneous expenses. This would be paid as a lump sum amount that will be credited with your first month stipend and you would not need to submit bills towards usage of this amount.
- ii. If your posting location (the location where you would be based out of after training) is different from the training location (location where you undergo initial training), you would be entitled for the following:  
  
Settlement and Miscellaneous Expenses: Rs.1200 per day for 7 days (total amount of Rs. 8,400) from the date of reporting to the posting location. You may utilize this amount towards boarding, lodging, conveyance & other miscellaneous expenses.
- iii. Any location change after reporting to posting location will be treated as relocation/transfer and will be covered under the Transfer policy for Team Rainbow. For details you can refer the policy at myWipro-> My Policies -> India->My Travel>Transfer Policy-Team Rainbow.
- iv. Campus joiners would not be eligible for accommodation at the Wipro guest houses.

**Please note in the event that the employee leaves the organization within 6 months from the date of joining, all payments processed under Joining & Relocation Entitlements shall be recovered from the employee at the time of exit.**

**Skill Preferences 1 :** [DAAI -Cloud & Digital Database](#)

**Location Preferences 1 :** [Bangalore](#)

**Skill Preferences 2 :** [CEP-SAP-ABAP](#)

**Location Preferences 2 :** [Mysore](#)

**Skill Preferences 3 :** [Python App](#)

**Location Preferences 3 :** [Chennai](#)

☒ Accept ☐ Decline

☒ **Signature** [Radheshyam Thakur 25/1/2023 10:00 PM](#)

(checking the checkbox above is equivalent to a handwritten signature)

Registered Office:

**Wipro  
Limited**

**T :**+91 (80) 2844 0011

Doddakannelli

**F :**+91 (80) 2844 0054

Sarjapur  
Road

**E :**info@wipro.com

Bengaluru  
560 035

**W :**wipro.com

India

**C :**L32102KA1945PLC020800

26168298



**CGI Information Systems and Management Consultants Pvt. Ltd.**

Regd. Office: e.city, Tower 2, No.95/1 & 95/2,  
Electronic City, Phase I (West)  
Bangalore – 560 100. India  
Tel +91-80-6642 2222 | Fax +91-80-6642 1200

**cgi.com**

CIN: U72200KA1990PTC019138

Dear Kiran

I am delighted to offer you a role at CGI Information Systems and Management Consultants Private Limited (“CGI” or “Company”) where we strive to create an environment in which we enjoy working together and, as owners, contribute to building a company we can be proud of. We are very excited about the prospect of having you join us, and look forward to welcoming you.

As part of the leading information technology companies in the world, there are many opportunities for growth and development, both individually and as part of a large professional community. I hope you will choose to be part of our CGI Global Community, a team of extraordinary people building a company that reflects their aspirations and is supported by our shared vision and values.

We are offering you the position of **Associate Software Engineer** and your **Total Target Earnings** is INR **350000-** in accordance with the terms and conditions contained below.

This offer is contingent on your:

- successful completion of your graduation with a minimum of [60%] of marks and no backlog in any semester;
- successful completion of pre/post-employment training designated by the Company. Details of the training, duration, and conditions of training will be communicated to you by the Company upon your acceptance of this offer. You are required to maintain the minimum attendance threshold throughout the training and achieve the grade pre-defined by the Company for the successful completion of the training.

Should you fail to achieve the above pre-requisite, the Company shall be entitled to revoke this offer at its discretion or terminate your employment forthwith without notice or pay in lieu thereof.

You are requested to report at Bengaluru our office on 24 July 2022 . Your appointment will be effective on your joining date. If you do not confirm your acceptance within the timeframe mentioned below, this offer will be considered withdrawn unless extended in writing by the Company.

- You are required to communicate your acceptance of this offer via email to your assigned Recruiter’s CGI email id on or before 23 July 2022. You will also be required to read, understand and execute the CGI Candidate Declaration that will be issued to you on your joining date.
- Your reporting time on the joining date is 8:30 a.m. Kindly note that it is important to be on time to complete the joining formalities.
- On your joining date, please bring the originals and one set of photocopies of the documents mentioned in Annexure-A.
- Please contact us at 080-4194 0000 (Monday to Friday between 9:30 a.m. to 5:30 p.m.) or via email to your CGI designated recruiter for any queries regarding your employment offer.

The terms and conditions governing your employment are as under:

- Your employment with the Company is at all times subject to you having and maintaining a valid work permit from the Government of India (if applicable). A copy of the work permit needs to be furnished by you on the date of on boarding failing which you will not be permitted to join. You hereby agree that you shall undertake all necessary steps to keep such work permit valid and subsisting throughout the term of your employment with the Company.



- Your employment will be subject to a probationary period of [6] months (**“Probationary Period”**). If your performance is, in the opinion of the Company, found to be satisfactory during this period, then the Company shall confirm the appointment in writing. The Company may, at its sole discretion, extend the Probationary Period, by providing you prior written notice. Your employment remains subject to [15] days’ notice of termination until you are notified in writing of the satisfactory completion of the Probationary Period.
- This appointment will be based on your agreement to serve the Company for a minimum period of two years effective your date of joining. On joining, you will have to sign the Employment Agreement with the Company
- This offer is conditional upon your having a valid passport. If you do not have a passport as of the date of this offer, you are required to apply for one immediately and produce the relevant acknowledgement on the day of your on boarding. Being part of consulting organization, it is your responsibility to monitor the validity of your passport and renew it in advance. Should you be denied a passport, or if you are otherwise unable to produce a copy of your passport, CGI shall be entitled to terminate your employment forthwith without notice or pay in lieu thereof. It is a condition of your employment that you have a valid passport at all times.
- During your employment with CGI, you may get opportunities to work on multiple platforms/skills at the sole discretion of CGI. CGI encourages and appreciates flexibility to work on different technologies
- Your services are transferable anywhere in India as also anywhere abroad within the CGI group of companies or other third parties. In case your services are transferred to any of our group companies or affiliates of the Company, you are required to abide by the rules and regulations pertaining to that company. You will carry out your duties as per the instructions of your superiors from time to time
- Your remuneration is strictly confidential. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should not be shared with anyone.
- **Code of conduct:** You will abide by CGI policies including all amendments as may be carried out from time to time at sole discretion of CGI (**“CGI Policies”**), and the applicable rules and regulations in force from time to time and will also be required to sign and abide by the **Code of ethics** and conduct as elucidated by the Company as part of your performance appraisal process. Any breach of the guidelines or the terms and conditions of employment may result in termination of your services without notice or compensation.
  - a) You will not carry on any business other than for the Company or enter for any part of your time in any capacity in the services of other person or persons and company or companies. You will devote your whole time and attention to your duties to promote the interests of CGI and you will not utilize or divulge to any person or persons any of our trade secrets or confidential information.
  - b) In the course of your employment with CGI, you shall not, without the previous written consent of CGI and which consent CGI may in its absolute discretion and without assigning any reason, withhold and/or refuse to accord directly and/or indirectly solicit and/or engage in the collection and donations for any trust or other organizations and/or institutions for charitable work and/or any other purposes and person/s and/or bodies corporate/institutions with whom you come into contact and/or have dealings with in the course of employment with CGI.
  - c) During your employment with CGI and perpetually thereafter, you will not transmit, disclose or otherwise use confidential information related to CGI, the affiliates or group companies of CGI, or the clients of CGI or its affiliates and group companies, to any unauthorized person, except as may be required in the course of discharging your duties in connection with CGI’s business. Confidential information means and includes information which is confidential and proprietary to CGI and its affiliates and group companies, and/or to certain third parties with which CGI has relationships, and disclosed to or obtained by you from CGI and/or such third parties, whether (without limitation) in graphic, written, electronic or machine readable form on any media or orally and whether or not the information is expressly stated to be confidential or marked as such and includes, but is not limited to information of value or significance to CGI and/or its competitors (present or potential) including but not limited to CGI’s intellectual property; client names; project related information; content; data; techniques; plans; designs; programs; customer information; identity and job descriptions of CGI’s personnel; organizational structure; financing relationships or terms; service provider or vendor relationships or terms; processes; methodologies; compensation or bonus data; the terms of this appointment letter; or any other information, not in the public domain pertaining to the business or affairs of CGI; but does not include information that is in the public domain other than by your breach of this appointment letter and/or of any other agreement to which you are bound by. You will not divulge confidential information to anyone, including family, friends, and especially others in the same or similar competing businesses. You will sign a Confidentiality and Non-Disclosure Agreement to protect CGI’s confidential information at the time of your onboarding and anytime upon request during your employment with CGI. If you are bound by a confidentiality agreement with a previous employer, you must notify the Company and indemnify the Company against any breach thereof.



- d) For the purpose of representing and improving the company's brand image and being able to interact with senior level decision makers in the industry in a satisfactory manner, you are required to follow the following norms:
- i. Maintain complete confidentiality and high level of integrity in all your actions performed on behalf of the company
  - ii. Practice high level of professionalism in business etiquettes, selection of attire, choice of language in conversation and documents, meeting commitments and in overall conduct; and
  - iii. You shall help in maintaining congenial, disciplined, participative and supportive work environment to encourage team spirit and high performance standards.

- e) **Intellectual Property:** You irrevocably, absolutely and perpetually assign to the Company worldwide right(s), title(s), and interest(s) under any statute or common law including patent rights; copyrights including moral rights; trademarks, designs, anywhere in the world, whether negotiable or not in respect of your contribution(s) during the term of the employment, free from encumbrances of any kind for the full term of each and every such right, including renewal or extension of any such term. All of the Intellectual Property (created solely or jointly with others) given, disclosed, created, developed or prepared in connection with your employment with the Company shall be deemed to be 'work for hire' and/ or inventions developed in the course of employment with the Company within the meaning of the copyright laws of all jurisdictions, including and without limitation, India, and the Company shall be deemed to be the sole author thereof in all jurisdictions for all purposes. If under any applicable law, any results and proceeds of your services are not deemed to be works and/ or inventions developed in the course of the employment with the Company, then to the fullest extent allowable and for the full term of protection otherwise accorded to you under such applicable law, you hereby assign and transfer to the Company any/all right(s), title(s), and interest(s) in such works and/ or inventions. You further irrevocably, absolutely and perpetually assign to the Company the worldwide rights in respect of: (a) any licences, permissions and grants in connection with any Intellectual Property therewith; (b) applications for any of the foregoing and the right to apply for them in any part of the world; (c) right to obtain and hold appropriate registrations in Intellectual Property, (d) all extensions and renewals thereof; and (e) causes of action in the past, present or future, related thereto including the rights to damages and profits, due or accrued, arising out of past, present or future infringements or violations thereof and the right to sue for and recover the same. Further, you hereby agree to waive any right to and refrain from raising any objection or claims pursuant to Section 19(4) and Section 30-A of the Copyright Act, 1957.

For the purpose of this agreement, "Intellectual Property" includes ideas, concepts, creations, discoveries, inventions, improvements, know how, trade or business secrets; trademarks, service marks, designs, utility models, tools, devices, models, methods, procedures, processes, systems, principles, algorithms, works of authorship, flowcharts, drawings, books, papers, models, sketches, formulas, teaching techniques, electronic codes, proprietary techniques, research projects, and other confidential and proprietary information, computer programming code, databases, software programs, data, documents, instruction manuals, records, memoranda, notes, user guides, in either printed or machine-readable form, the whether or not copyrightable or patentable, or any written or verbal instructions or comments.

- f) You will be responsible for the safekeeping and return in good condition all the Company property and all material or documents (including reproductions and excerpts) containing Confidential Information and any letter of authority or power of attorney issued to you, which will be in your use, custody or charge.

- **Non-solicitation:** During your period of employment with CGI and for a period of twelve (12) months commencing from the last day of your employment with CGI, you will not directly or indirectly: (i) solicit any employee of CGI to terminate his/her employment with CGI, or to accept any other employment; and/or (ii) solicit or do business with any clients or customers or potential clients or customers of CGI with whom you have had dealings during the last twelve (12) months of your employment with CGI.
- **Communication:** Please approach your immediate supervisor for any queries pertaining to project or organization related concerns, suggestions which you may have from time to time. In addition, the HR team is always available to discuss any of your needs or suggestions.
- **Shift:** You shall have no objection to work on shift / staggered duty in case business warrants that. Please note that it is management's prerogative to decide which member will work on shift and management's decision in this regard will be final. Your project will also decide the shift allowance that will be payable and will be based on project requirement. This will be governed by the existing Shift Allowance Policy.
- You may be required to travel on Company work and you will be reimbursed expenses as per Company Policies.

- **Unauthorized absence from work:** Your unauthorized absence from work for a continuous period of more than three days without leave or obtaining your manager's approval will be treated as absconding from duty, triggering disciplinary action. In the event, that you do not report for work within eight days from the date of unauthorized absence it will be treated as "voluntary abandonment of service" and it shall be deemed you are no longer interested in the employment and your employment will be terminated. In such an event you shall be liable to refund the salary in lieu of shortfall in notice period and other dues payable to the Company, as specified.
- **Termination of employment:**
  - i **Termination without cause:** Your services may be terminated at any time by either side by giving fifteen days' written notice or salary in lieu thereof during the Probationary Period and **Two month's written notice** or **Two month's salary in lieu thereof** after confirmation of employment with the Company. Whilst the Company reserves the right to release you upon your resignation prior to conclusion of your notice period with or without paying notice pay for the balance notice period, decision to allow notice pay in lieu of notice is at the sole discretion of the management. If you decide to leave without completing due notice and handing over formalities as per the requirement of CGI; you will not be eligible to get any certificates which indicate employment with CGI immediately or in future. No references will be entertained from any authority/institution seeking details of your case.
  - ii **Termination for Cause:** Notwithstanding anything contained in this appointment letter, the Company may terminate the employment contemplated hereunder at any time without requiring to serve notice period or payment in lieu of notice period, for 'cause'. For the purpose of this Agreement 'cause' shall include:
    - (a) inattention or negligence in the performance of duties and obligations under this appointment letter;
    - (b) repeated failure to comply with lawful directions of the Company and its officers;
    - (c) conviction in a criminal case or framing of charges in a criminal case;
    - (d) breach of the terms of this appointment letter and breach of representations and warranties contained herein;
    - (e) unethical business conduct;
    - (f) breach of any statutory duty or for any act or omission adversely affecting the goodwill, reputation, credit, operations or the business of the Company;
    - (g) fraud, misappropriation or dishonesty in respect of the property or the business of the Company;
    - (h) commission of any act not in conformity with discipline or good behaviour or acceptance of any illegal gratification;
    - (i) habitual neglect of your work or gross or habitual negligence in the performance of your duties;
    - (j) unauthorised disclosure of any Confidential Information of the Company; and/or
    - (k) any act or omission that could be construed as misconduct under applicable law.
  - iii **Termination for ill-health or disability:** If you, at any time, are prevented from ill-health or accident or any physical or mental disability from performing your duties hereunder, you shall inform the Company, either through yourself or any of your relatives, and supply it with such details as it may require and if you are unable by reason of ill-health or accident or disability, for a period of 60 days or more to perform your duties hereunder, the Company may forthwith terminate your employment.
  - iv **Project Engagement:** You understand and acknowledge that the business of the Company is dependent on the projects that it receives from its clients and that you have been employed to primarily work on such projects. If the project that you are working on requires a lower headcount or is winding up, you will no longer be required to work on such project. You will be informed at least 30 days prior to the date from which you will no longer be required to work on such project. In the event that either CGI or you are unable to find an alternate project that you can be staffed on within 45 days of your last project, your employment shall be deemed redundant and shall be terminated in accordance with applicable law and the terms of this letter. Notwithstanding the foregoing, you expressly agree that if you refuse two or more opportunities that are offered to you by CGI to be placed on an alternate project, it shall be deemed that you are voluntarily resigning from your employment with CGI. You understand and acknowledge that if you fail to upskill / reskill as required by and to the satisfaction of the Company, the Company will not be able to place you on an alternate project. Being placed on an alternate project is subject to availability of roles and your skill sets, and is not an obligation of the Company.
- You may be assigned to certain engagements that require Knowledge Transfer from client/other BU's/members within the engagement. During assignment or after obtaining such Knowledge Transfer, you are required to serve the stipulated rotation period. This is in addition to the notice period requirement mentioned above.
- **Non-Competition:** During the term of your employment with CGI, you shall not directly or indirectly compete with CGI in any manner whatsoever.



- **Restriction of Employment with Client/Customer:** For a period of twelve (12) months following the end of your employment with CGI, you agree not to, directly or indirectly, as employee, consultant or otherwise, work for or provide services or trade in goods, whether solely or with others, whether as an employee, officer, director, agent, partner, consultant, member of any company or other commercial enterprise or otherwise, to clients or customers or with any competitor or any organization where you have been taken or sent for training, deputation or secondment or professional work by the Company or to whom you provided services on CGI's behalf during the last twelve (12) months of your employment with CGI.
- You will keep us informed of any change in your residential address/contact details.
- If you resign from the service or your employment is terminated for any reasons before completing one (1) year of service, you will fully reimburse the Company, the joining bonus, transition bonus, retention bonus, notice pay and relocation expenses, if any.
- It is your responsibility to notify the Company of any changes in your personal information within three working days. It shall also be your responsibility to notify the Company of any legal action or suit, whether in the nature of civil or criminal initiated against you. Additionally, you shall also be responsible for notifying CGI of any proceedings which may impact your ability to fulfill your job responsibilities. Your failure to notify the above details will result in breach of the appointment terms. All notices shall be considered duly and properly delivered to the address on file with the Company.
- You will retire from the services of the Company on attaining the age of superannuation. The retirement age in CGI is sixty (60) years.
- The benefits as outlined herein and in CGI policies are subject to change at the Company's discretion. You will be entitled to leaves in accordance with the Company's policy as applicable from time to time.
- Upon your resignation or retirement from the Company or termination of your services, you are required to return all assets and property of the Company including but not limited to documents, machines, data, files, books etc. (including but not limited to leased properties).
- We provide support to global customers from various locations in India & abroad to suit customers' differing time needs including 24x7 bases. You may be asked to operate from any of the CGI locations and in any of the shifts, including night shift, at the sole discretion of management, as may be required by the Company keeping in mind business needs and deliverable requirements to customers. Your work schedule will be provided to you by your Manager / Supervisor upon your joining. Your weekly off days may not be on weekends.
- You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- **Condition of Hire:** Your appointment is contingent upon satisfactory reference & background checks including verification of your application materials, education and employment history. CGI will conduct background checks to verify your identity, education, professional qualifications, employment history and references (Level 1), and will include, depending on the nature of your position or at a client request, a criminal record check (Level 2) and credit verification (Level 3) if you have access to CGI and/or client sensitive or critical information, facilities or assets and/or your role requires handling of financial transactions. In addition, during the course of your employment on need basis or on a recurrent basis every 5 years and in a context of change of role, a complete re- verification including background checks as per CGI policies including without limitation, criminal record checks (Level 2) and credit verifications (Level 3) may be conducted, if applicable. Also, dual employment checks could be conducted at any time during the course of your employment. By signing this Employment Agreement, you are providing a free, informed and ongoing consent to all such verifications before and during the course of your employment as per CGI's policies and you agree to sign any forms required for such verifications at the appropriate time. Successful clearance of background verification is a mandatory requirement for employment confirmation. Unsuccessful clearance of background verification will lead to termination of employment without notice. CGI reserves the right to audit the submitted educational & previous work experience(s) documents at any point of your tenure in CGI, as part of which you are obligated to furnish any/all of such relevant documents on demand. Failure to furnish the same and / or the submitted education & work experience proving to be false or unverifiable as per CGI standards, may lead to termination of employment without notice. The basis of the offer is authentic and verifiable education and work experience as per CGI standards. You are accountable for providing documents that enable appropriate authorities in the relevant educational institution(s) and previous employer Organization(s) to validate your claims. CGI is not liable for the inability of the aforementioned authorities to validate your credentials basis your submissions. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer.
- If any information furnished by you in your application for employment or during the selection process is found at any time during your employment to be incorrect or false, and/or if you have suppressed any material information; the Company may terminate your services without notice or compensation



- **Data Protection and Privacy:** The Company may, in connection with your employment, receive personal data relating to you or third parties associated with you (such as spouse or children). Such data may be received directly from you or from other sources, and some personal data may be recorded directly or indirectly by internal security systems (such as CCTV cameras) or by other means. The Company may process such data for relevant and limited purposes. By agreeing to employment with CGI, you hereby expressly consents to the following:
  - (a) the processing of your personal data by the Company or such third-party appointed by the Company;
  - (b) the collection and processing of sensitive personal data or information (as defined under applicable laws) about you for limited purposes;
  - (c) the transfer worldwide of personal data held about you by the Company to other employees and offices of the Company's worldwide organization and to third parties where disclosure to such third parties is required in the normal course of business or by law; and use of your personal images and voices in marketing material, videos, etc.; and
  - (d) treating any personal data to which you have access in the course of your employment strictly in accordance with the Company's policies and procedures and not using any such data other than in connection with and except to the extent necessary for the purposes for which it was disclosed to you.
- Subject to insurance policies that the Company may have and other statutory insurances, you may be eligible to receive compensation under the Employees Compensation Act, 1923, for injuries arising out of and in the course of employment.
- Women employees of the Company shall be entitled to maternity leave in accordance with the Maternity Benefit Act, 1961 (as applicable), i.e., eligible women employees shall be entitled to 26 weeks of maternity leave for the first 2 surviving children, and 12 weeks of maternity leave for every subsequent child
- Your designation may be changed at the discretion of the Company depending on the work assigned to you
- Your **Total Experience** will be part of our professional records

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Total Experience = Relevant Experience + Weighted/ Non-relevant Experience

---

0.0 Yrs. = 0.0 Yrs. + 0.0 Yrs.

---

Relevant Experience = Total number of months the candidate has worked on the skill/role for which the candidate is being hired in CGI

---

Weighted Experience = A weighted percentage is given to your non-relevant experience, either to your role or skill, for which you are being hired in CGI

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- Any and all of the terms and conditions of service may be modified or changed at the Company's discretion. Breach of any one of the conditions will render you liable to termination of your employment without notice.
- This letter supersedes all oral or written communication exchanged between you and CGI prior to the date of this letter and commitments, if any, made during the selection process. You acknowledge that you have read and understood the terms and conditions of this offer letter and to confirm your acceptance of this offer letter, please sign in on all the pages & in the space specified below and return the signed copy to CGI on your onboarding day.
- If any provision of this letter is held to be unenforceable, the remaining provisions shall remain valid, binding and in full force to the maximum extent possible. If any portion of this letter is held to be unreasonable, such provision shall be given effect to the maximum extent possible by narrowing or enforcing in part that aspect of the provision found overbroad or unenforceable.
- Your employment with the Company and this letter shall be governed by and construed and enforced in accordance with the laws of India, without regard to conflicts of laws. You agree to the exclusive jurisdiction and venue of the courts in Bangalore for the resolution of all disputes arising under this letter.
- No waiver by the Company of any breach of this letter shall be valid unless in writing and signed by the Company. The waiver by the Company hereto of any provision of this letter shall not operate or be construed as a waiver of any subsequent breach by you, nor shall any waiver operate or be construed as a rescission of this letter



- You shall, at all times during the course of your employment with the Company (and even after its termination) agree to indemnify and keep indemnified the Company, as the case may be, against all losses, damages, claims, interests, costs, expenses, liabilities, proceedings and demands which the Company may suffer or incur or which may be made against the Company as a result of any misrepresentations or breach of this letter, acts or omissions by you during the course of employment.
- You shall not at any time without limitation, publish or communicate any disparaging remarks, comments or statements concerning the Company, its holding company, group companies, affiliates or associate companies or any of their respective shareholders, directors, officers or employees. For this purpose, 'disparaging' means any remarks, comments or statements that impugn the character, honesty, integrity, morality, or business acumen or abilities in connection with any aspect of the operation of business of the Company, or reflect negatively upon, the individual or company being disparaged.
- Base Compensation Components:**

| Designation: Associate Software Engineer                     |               |                |
|--------------------------------------------------------------|---------------|----------------|
| Date of Joining: 24 July 2024                                |               |                |
| Pay Components                                               | Monthly (INR) | Annual (INR)   |
| Basic (Inclusive of D.A.)                                    | 21,500        | 258,000        |
| Flexible Compensation Plan <sup>1</sup>                      | 6,136         | 73,632         |
| <b>Base Compensation</b>                                     | <b>27,636</b> | <b>331,632</b> |
| Provident Fund <i>Company Contribution</i>                   | 2,580         | 30,960         |
| Gratuity Fund Contribution                                   | 1,034         | 12,408         |
| <b>Gross Compensation</b>                                    | <b>31,250</b> | <b>375,000</b> |
| Share Purchase Plan <i>Company Contribution</i> <sup>2</sup> | 829           | 9,948          |
| Profit Participation Plan <sup>3</sup>                       | 553           | 6,636          |
| <b>Total Target Earnings</b>                                 | <b>32,632</b> | <b>391,584</b> |

- <sup>1</sup>**Flexible Compensation Plan:** Option to allocate to components like Meal Vouchers, Conveyance, National Pension Scheme, LTA etc
- <sup>2</sup>CGI will contribute towards **Share Purchase Plan (SPP)**: As part of our ownership culture, we enable those who join CGI to become an owner through our Share Purchase Plan. It is an opportunity for you to buy shares in CGI, become an owner, and benefit from any long-term appreciation in the CGI share price. When you choose a percentage to contribute, CGI will match your contribution 100% (up to **3%** of your Base Compensation). Contributions are done on a monthly basis towards the purchase of CGI shares, and you can start, stop and change your contribution at any time. Only those members who enroll for this benefit are eligible for receiving the company contribution & will need to contribute an equal amount on a monthly basis towards the purchase of CGI shares.
- <sup>3</sup>**Profit Participation Plan:** This plan distributes a portion of our profits based on the achievement of CGI's financial objectives, as well as individual performance. The Target Profit Participation Plan (PPP) is at **2%** of Base Compensation on pro rata basis and can be more or less basis the performance of CGI, performance of Business Units and performance of Individuals. All regular members employed as of Jun 30th of CGI Inc. fiscal year (Oct-Sept) are eligible and should be active on rolls as on Dec 31st to receive the payout. The Corporate guidelines of PPP may be amended from time to time  
Eligible members will be paid statutory bonus as per the provisions of the Payment of Bonus Act, 1965. Where members are eligible for both statutory bonus as well as the PPP, the company shall deduct from the PPP allocated to a member the amount of statutory bonus payable under the Act for such corresponding period and the difference will be paid as the actual PPP

In addition to the above you are eligible for:

- INR 25,000/-** towards annual insurance premium to cover self, spouse & up to two dependent children under Group MediClaim Insurance and to cover self under Group Personal Accident Insurance & Group Term Life Insurance

The tax liability arising out of the above payments now or in the future, due to changes in income tax provision shall be borne by you



I look forward to your acceptance of this offer and to welcoming you to our team. I am confident that in this new role, you will make a valuable contribution to CGI and our continued success.

Yours sincerely

**For CGI Information Systems and  
Management Consultants Pvt. Ltd.,**

A handwritten signature in black ink, appearing to read 'S Pradhan', is written over a light blue rectangular background.

---

**Sarika Pradhan  
Vice President Corporate Services**

I have read the terms and conditions of employment and the contents of the employment agreement and in token of my acceptance; I duly acknowledge the receipt of the letter of employment.

Please sign below to confirm that you agree with the terms and conditions stated in this letter.

---

**Signature & Date**



**Annexure-A**

We request you to bring the originals, on your date of reporting to CGI for verification.

*Please note that the below documents are mandatory for **CGI's personnel records** and will be subjected to **background verification**. Non submission of these documents will impact your profile and records needed to manage your career effectively within CGI and may also have serious impact on project and client requirements, hence your cooperation in this is crucial.*

| #  | Documents                                                                                   |
|----|---------------------------------------------------------------------------------------------|
| 1  | Acceptance copy of CGI's appointment letter signed by you on all pages                      |
| 2  | Valid Work Permit issued by Government of India, if applicable                              |
| 3  | Passport (all pages – wherever the entries are made)                                        |
| 4  | Income-Tax Permanent Account Number Card (PAN Card)                                         |
| 5  | Passport size photograph – 05 nos.                                                          |
| 6  | 10th class mark sheet & certificate                                                         |
| 7  | 12th class mark sheet & certificate                                                         |
| 8  | Bachelor degree mark sheets (all semesters)                                                 |
| 9  | Bachelor degree certificate / convocation certificate                                       |
| 10 | Master degree mark sheets (all semester)                                                    |
| 11 | Master degree certificate / convocation certificate                                         |
| 12 | Diploma mark sheets (all semesters)                                                         |
| 13 | Diploma certificate                                                                         |
| 14 | Any other certificates                                                                      |
| 15 | Appointment letter, pay slip, relieving letter & experience certificate of all previous Co. |
| 16 | Present company's appointment letter                                                        |
| 17 | Present company's relieving letter & resignation acceptance letter from HR                  |
| 18 | Present company's experience certificate                                                    |
| 19 | Present company's salary slip with employee number (last two months)                        |
| 20 | Aadhaar / Voters ID / Driving License / Rental agreement /Bank passbook (address page only) |
| 21 | Blood group and RH type report                                                              |





## Offer Letter - Intech Additive Solutions Pvt. Ltd.

Dear KIRANKUMAR R

Congratulations! We are pleased to offer you a position with Intech Additive Solutions Pvt. Ltd. in our DfAM group. The **internship** will be for 6 (Six) months. We will assess your performance over the initial months of the internship and convert your internship to a full-time job **offer** if your performance meets our requirements – to commence as soon as you graduate with the CTC of **INR 7,00,000/-**

Your stipend will be **INR 15,000/- (Indian Rupees Fifteen Thousand only) per month** for the internship duration, subject to the deduction of withholding taxes and statutory levies under applicable law towards your services.

Please confirm your acceptance of our internship offer via email as soon as possible.

You will be required to produce the following documents at the time of joining - Aadhar Card, PAN Card, and Bank details (Soft copy of cheque or 1st page of passbook).

During the internship period with us,

- Please follow instructions from your supervisors diligently and earnestly about your work.
- The company's rules and regulations will govern you.
- Confidentiality: You must maintain confidentiality associated with the company's information, including customer information. In this regard, you will sign a Confidentiality Agreement with the company.

We wish you the very best!

Best regards,

Murari Venkataraman Vice  
President - Operations Intech  
Additive Solutions Pvt. Ltd.  
#239, 11th Main Road,  
2nd Cross Road, 3rd Phase,  
Peenya Industrial Area, Bengaluru  
560058.





Suchitra Choudhury, Clinical Director

RE: OFFER LETTER  
NAME: KIRPAN POWREL  
Position: Behaviour Therapist

Dear KIRPAN POWREL

After taking several qualified candidates through our interview process, we feel that you would make an excellent addition to the team. I am pleased to extend to you this official offer of employment for the position of 'Behaviour Therapist' at Early Autism Services, Bangalore.

Your employment will be subject to an introductory period of 60 (days) during which time you and your supervisor will assess your performance and the appropriateness of your employment with our company.

You will be working in one of our Bangalore Centres and will report to Janhavi Kelaskar, Centre Head. **Once your training period (Physical, clinical and theoretical training) is over, and you start working independently with clients,** your compensation and benefits package will include the following:

- Annual salary of Rs 400000 (paid monthly) under [exempt] status,
- Sick time per the Employee Handbook and National Legislations where applicable

The annual salary is inclusive of all taxes. Necessary deductions to be made in monthly salary.

This offer of employment is contingent on the successful completion of pre-employment physical/medical assessment, background check and exhibiting the basic necessary skills post joining. While we do not anticipate any concerns with either of these processes, should any findings not meet standards for employment, continuation of your employment will be jeopardized at that time.

On your first day, you will be required to present documents proving your identity and authorization to work in the Bangalore. A list of acceptable documents is included with this letter for your reference.

The Employee Handbook will be shared with you once you join. This document will provide further information regarding the Company's policies, procedures and benefits.

By signing this letter below, you acknowledge receipt and acceptance of our offer. The terms described in this letter replace all prior agreements and/or discussions pertaining to your offer of employment with EAS.

We look forward to having you as part of the team. If you have any questions, please do not hesitate to contact me.

Sincerely,

Suchitra Choudhury, M.A. Clin. Psy., BCBA, IBA  
Clinical Director  
EAS – Bangalore

Chief

Acknowledged and Accepted:



---

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Date



**Deloitte Tax Services India Private Limited**  
**Deloitte Tower Survey No. 41 Gachibowli Village, Ranga**  
**Reddy District, CIRCLE 3, Hyderabad - 500032, Telangana,**  
**India**

**Tel: +91 040 67621000**

**www.deloitte.com**

**KIRTI ASHOK APPUGOL**

**Subject: Offer of Employment Dear**

**KIRTI ASHOK APPUGOL**

On behalf of **Deloitte Tax Services India Private Limited** (the "Employer" or "Company"), I am pleased to confirm our offer of employment to you as **Tax Consultant I** based in **Hyderabad**.

We extend this offer, and the opportunity it represents, with great confidence in your abilities. You have made a very favorable impression with everyone you met and we are excited with the prospect of you joining our organization on **November 13, 2022**. Your immediate manager will communicate details of your role and work responsibilities in the initial weeks of your joining the Employer. During your employment, the Company may require you to work on any project that you are assigned to, on any technical platforms/skills and nature of the project, in differentiated work timing, at designated work space and location as may be decided by the company.

As part of your annual compensation, you will receive a Total Salary of **Rs. 760000/-** and, will be eligible for a performance linked variable bonus. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount could vary depending upon the business and individual performance each fiscal year and, in some situations, could exceed the payout range indicated. Any amounts paid will be subject to statutory and other deductions as per Employer policies and practices. The details of your compensation breakdown are provided in the attached Annexure A.

As an incentive to join the Company, you are eligible to receive a joining bonus of **Rs./₹ 100,000/-** subject to your reporting for full-time employment on **November 13, 2022**. This amount will attract applicable taxes and will be processed as part of your first month's payroll. You will have an obligation to repay the entire amount of your joining bonus if you resign your position or are terminated for cause by the Company within **12 months** of your start date.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

Your employment with us will be governed by the Terms and Conditions as detailed in **Annexure B**, as well as any and all rules, regulations, guidelines, policies and practices of the Employer, which may be amended from time to time. Deloitte LLP and its U.S.-based subsidiaries (the "Deloitte U.S. Firms") requires their employees to make the necessary representations regarding independence and other matters. Because the Employer is an Indian subsidiary of Deloitte LLP, we must also comply with these independence requirements. Accordingly, this offer is conditional upon you agreeing to make such representations under the Employer's Independence Representations requirements, as further explained in **Annexure B**.

Your compensation details are confidential, and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization. We would like you to join the Employer on **November 13, 2022**, or an alternative mutually agreed upon date.

This offer letter, together with the Annexures described herein, and the Non-Disclosure, Non Solicit and Intellectual Property Rights Assignment Agreement, the Information Security Policy (which you are required to sign upon joining), constitute the entire agreement between the parties with respect to the subject matter of this offer, and supersedes all other previous or contemporaneous oral or written representations, understandings or agreements relating to the subject matter of this offer between you and the Employer or its affiliates.

In compliance with applicable laws, Deloitte India (Offices of the US) provides its professionals with home pick-up and drop transport services within **pre-defined** boundary if their shift timings are between 8:30 p.m. - 6:00 a.m. in Hyderabad, 9:00 p.m. - 6:00 a.m. in Mumbai, Pune; 7:00 p.m. - 6:00 a.m. in Gurugram, 8:00 p.m. - 6:00 a.m. in Bengaluru, Chennai, and Kolkata.

This letter and **Deloitte Tax Services India Private Limited** employment application are intended to be final. To accept the offer and the terms of this letter, please sign below in the space provided within three business days.

**R**, everyone you have interviewed with joins me in extending to you congratulations and warm regards. We look forward to you joining our team.

Sincerely,

**For Deloitte Tax Services India Private Limited** Best regards,

DocuSigned by:  
*Pooja Madhani*  
2B8F65B8ECE5489...

By: \_\_\_\_\_  
Signature

**Authorized Signatory**

**Acceptance**

I, **R**, hereby accept the terms and conditions of this employment offer.

Please sign and date your Acceptance

**Annexure A**

**Tax Consultant I -**

| Description                              | Monthly (Rs. per month) | Annual (Rs. per Annum) |
|------------------------------------------|-------------------------|------------------------|
| Basic Pay                                | 20,000                  | 240,000                |
| House Rent Allowance (HRA)               | 10,000                  | 130,000                |
| Special Allowance <sup>1a &amp; 1b</sup> | 16,100                  | 193,200                |
| Leave Travel Allowance <sup>2</sup>      | 2,166                   | 26,000                 |
| Differential Allowance                   | 6,691                   | 80,633                 |
| Meal Card <sup>3</sup>                   | 2,200                   | 26,400                 |
| Employer’s contribution to PF            | 2,300                   | 27,600                 |
| Total Salary (in Rs.)                    | 59,457                  | 760000                 |

|                                        |                                                                                                                                                                                                            |               |
|----------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|
| Variable Bonus*                        | You are eligible for a performance linked variable bonus. It will be paid out at the end of the fiscal year, as applicable and on the basis of your individual performance and performance of the business |               |
| Medical Insurance Premium <sup>4</sup> | <b>3,014</b>                                                                                                                                                                                               | <b>36,167</b> |

\*The Variable Bonus will vary, primarily based on your individual performance and the performance of the business, during the Employer's fiscal year which is June through May. Your performance will be formally assessed as a part of the Employer Performance Review Cycle Process. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount will vary depending upon the business and individual performance and in some circumstances, could exceed the payout range indicated. The performance of all the employees who have joined the Employer prior to March 1st will be assessed for the fiscal year ending in May. The disbursement of a Variable Bonus, if applicable, is subject to you being active on the rolls of the Employer, during the Annual Incentive Program payout cKARTHIKRAJ Kcycle for the fiscal year. For employees joining during the period March 1st to May 30th, a prorated Variable Bonus, if applicable, will be based on the first year-end review ratings in the subsequent year and paid during the Annual Incentive Program payout cycle of that year. The Variable Bonus will not be paid in the event of termination of employment for any reason on or before the disbursement time. The application and interpretation of, and any determinations related to, the Variable Bonus is at the sole discretion of Employer. Employer may amend or terminate the Variable Bonus at any time. All compensation and benefits are based on employee's position with the Employer in India.

Contd/-....

Annexure A

1

All employees may claim tax exemption, subject to tax rules from time to time, from their Special Allowance component, expenses incurred towards communication and Driver / Fuel & Maintenance Expenses as per eligibility mentioned below:

**Employee Level - Tax Consultant I**

1a

*Communication Expenses*

*Only one Post paid mobile, one Land Phone and One internet connection bill(s) can be claimed.*

1b

*Fuel Expenses*

*Petrol / Driver / Insurance / Repairs & Maintenance*

**Rs./₹ 3,000/-** per month**Rs./₹ 7,500/-** per month

1a The internet/telephone/mobile bills should be in the Employee's name.

1b

For claiming vehicle running expenses (Driver / Fuel / Repairs & Maintenance expenses) the vehicle has to be in the name of the Employee and the current tax rules are as under. The above limits will be applicable for all those who are on company car lease program and the below limits will apply for all those who are on self-owned car. In case of company leased car, taxability would be as per the current perquisite valuation rules.

| Nature of Expenses | Own Vehicle –Maximum Tax exemption limit per month |           |                |
|--------------------|----------------------------------------------------|-----------|----------------|
|                    | 4 Wheelers (Engine Capacity)                       |           |                |
|                    | <= 1600 cc                                         | > 1600 cc | Two Wheelers   |
| Fuel & Maintenance | Rs. 1,800                                          | Rs. 2,400 | Rs. 900        |
| Driver's Salary    | Rs. 900                                            | Rs. 900   | Not applicable |

All employees at and above **Senior Staff** are eligible for the company car lease program. If you choose to avail of this benefit, the amount towards lease rental will be paid by the firm on your behalf to the leasing company and your compensation structure will be adjusted accordingly. A revised letter with the new compensation structure will be issued that will supersede this letter for all practical purposes.

2

The Leave Travel Allowance (LTA) will be paid on a monthly basis as an allowance with tax deducted at source. If you choose to avail the tax benefit on LTA, you should submit proof of expenses incurred by you for Self and / your immediate dependents. The taxability or otherwise of LTA will be as per the Income Tax Act 1961, details of which will form part of the LTA Form.

3 Meal Card amount will be credited at the start of each month and for the first month (For New Hires) prorated amount will be processed as part of payroll. If not collected, it will be processed as a taxable amount with the salary.

4 Annual Floating Medical Insurance Coverage for self and **6 dependents** is being paid by the Employer on your behalf. The premium amount is subject to change every year post renewal of insurance policy. In case you opt for an enhancement of the coverage limit, the additional premium will be adjusted accordingly from the special allowance.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

You may also be eligible to either a One-time Stipend or a temporary lodging basis joining the registered office location, you will receive a survey from Deloitte prior to your joining.

You may select the best option for availing the relocation assistance. If an employee who has availed this reimbursement decides to quit within 18 months from the date of relocation claim for whatever reason, the relocation reimbursement paid to the employee will be recovered in full, from the employee's full and final settlement.

By joining the Company, you will become a member under the 'Deloitte USI Employees Welfare Trust' and may be required to make a nominal contribution as a member.

Original bills towards the above components should be submitted during the Income Tax fiscal period evidencing the expenditure to get Income Tax exemption, failing which the same will attract applicable Income Tax.

Submission of false, tampered or altered bills as proof of expense for any of the above components will result in disciplinary action including termination of employment.

**Your compensation above is subject to income tax deduction per rules and guidelines prescribed under the prevailing tax laws. This may change from time to time in line with the amendments done in tax laws.**



**Hyderabad**

## **Annexure B**

### **Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement ("Employment Agreement")**

In consideration of my employment by **Deloitte Tax Services India Private Limited**, an Employer incorporated under the provisions of the Companies Act, 1956 and having its registered office **Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District, CIRCLE 3, Hyderabad - 500032, Telangana, India** (the "Employer") as **Tax Consultant I** - and other valuable consideration, I acknowledge and agree that:

#### **PRELIMINARY MATTERS**

**1. Defined Terms.** The italicized terms in this agreement (the "Employment Agreement") are defined in **Exhibit A** hereto.

**2. Pre-existing Agreements or Arrangements.** I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Agreements or Arrangements*. The Employer expects me to abide by all restrictions or obligations that are contained in such Preexisting Agreements or Arrangements and to avoid involvement, while employed by the Employer, in any matter that could pose a conflict as a result of confidential information or intellectual property obtained by me prior to my *Employment*. I further represent that none of these restrictions or obligations, including those set forth in any non-compete agreements with prior employers, is inconsistent with my acceptance of the Employer's offer of *Employment* or my becoming, and serving as, **Tax Consultant I** of the Employer. To the extent applicable and if I am joining the Employer after having served as an employee or official of the United States Government, I further represent that: (1) I have disclosed my prior participation, if any, in any discussions or negotiations with, or decisions to award contracts to, the Deloitte U.S. Firms while I was employed by the United States Government; and (2) I had either recused myself or had not played an active role in the applicable United States Government agency's decision to award any contracts to the Deloitte U.S. Firms while I was employed by the United States Government.

#### **PROTECTION OF OUR BUSINESS**

**3. Reporting of Proceedings.** Except as provided by law and except as I have disclosed in writing on **Exhibit C** to this Agreement, I represent and warrant that I have no *Proceedings* to report. Should I become a subject of any *Proceedings* during my association with the Employer, I agree to immediately report, in writing, all relevant facts to the Chief Talent Officer

of Deloitte LLP, the Regional Talent Director of the Employer, and the Chief Ethics and Compliance Officer of Deloitte LLP. I understand that my responses are subject to audit and review by the Employer and others in accordance with applicable professional, ethical, legal, or Employer requirements, rules, regulations, policies, or practices, or other requests.

**4. Confidentiality.** I acknowledge that, by virtue of my *Employment*, I will acquire and be exposed to, have access to, make use of and/or create *Confidential Information*. Therefore, I agree to hold in trust and confidence all such *Confidential Information*. I will neither disclose any such *Confidential Information* to anyone outside a *Deloitte Entity* without the prior written approval of an *Authorized Signatory*, except as required by my authorized duties for the Employer, nor use any such *Confidential Information* for any purpose other than for the benefit of a *Deloitte Entity*.

**5. Third Party Information and Property.** I agree that during my *Employment*, I shall not use or disclose any confidential information or intellectual property of any former employer or other person or entity without the prior written authorization of such employer, person or entity and the prior written consent of an *Authorized Signatory*. If I were to use or disclose any such Confidential Information or Intellectual Property without prior consent, and any of the *Deloitte Entities* become the subject of any claim from a third party regarding such unauthorized use or disclosure, I agree to hold harmless and indemnify the *Deloitte Entities* for any legal defense costs and/or damages related to any such claim.

**6. Authorization.** Only employees of the Employer holding a senior or managerial position with the Employer will be authorized by a specific authorization, delegation, or power of attorney to sign legal documents, representing the Employer. Similarly, only such authorized employees of the Employer may speak about the Employer, the business and plans, various client-related projects etc.

**7. Competing Activities and Conflict of Interest.** During the period of my *Employment* I will not, directly or indirectly, participate in or in any way render services or assistance to any business that is or may be competitive with a *Deloitte Entity*, whether or not for compensation, or engage in any conduct which might result in, or create the appearance of using my position for private gain or other than for the benefit of a *Deloitte Entity*, or otherwise create a conflict, or the appearance of a conflict, of interest with a *Deloitte Entity*. Such conduct shall include, but not be limited to, having an undisclosed financial interest in any vendor or supplier of a *Deloitte Entity*, accepting payments of any kind or gifts other than of a nominal value from vendors, clients or suppliers, or having an undisclosed relationship with a family member or other individual who is employed or associated with any entity in active or potential competition with a *Deloitte Entity*, and which creates a conflict of interest. I represent and warrant that I am not currently aware of any present or past violation of this provision.

**8. Authorization to Access Systems and Electronic Communications and use of Deloitte Property.** I understand that while employed with a *Deloitte Entity*, I will use and have access to the Systems. I also acknowledge that a *Deloitte Entity* has the right at any time to access, retrieve, delete, monitor, examine, use and/or disclose my Electronic Communications and information from (or about) me and the content, without notice to me, and that such *Electronic Communications* are considered part of a *Deloitte Entity's* business and client records and are not to be considered private or personal to me or any other *Personnel*. I further acknowledge that this right extends to *Electronic Communications* transmitted for either a business or personal purpose.

I agree that I am authorized to access the *Systems* only for approved business purposes and occasional personal use if such use does not interfere with my work responsibilities and other required business activities, business operations, or *Systems* performance. However, I also acknowledge that such occasional personal use does not create an expectation of privacy as to any of my personal *Electronic Communications* and, as such, are *Deloitte Property*.

I further acknowledge that I am not authorized to use the *Systems* for personal gain or any illegal or unethical use. I agree that under no circumstances am I authorized to access any of the *Systems* for the purpose of obtaining *Deloitte Property* for a competitor of a *Deloitte Entity*, transmitting *Deloitte Property* to me (e.g., emailing *Confidential Information* to my personal email address) or to a third party for purposes other than furthering the business objectives of a *Deloitte Entity*. I am not authorized to download a *Deloitte Entity's Confidential Information* or other *Deloitte Property* to removable media such as a CD Rom, disk or thumb drive other than as authorized for furthering the business objectives of a *Deloitte Entity*.

I will be responsible for the safe keeping and return in good condition and order of all the *Deloitte Property* that may be in my use, custody, care or charge. For the loss of any *Deloitte Property* in my possession or custody or for which I have been assigned responsibility, the Employer will have a right to assess on its own basis and recover from me, the damages in respect of such materials (out of the amounts due to me or otherwise) and to take such other legal action as it deems appropriate including termination of my employment without notice or payment in lieu thereof in the event of my failure to account for such material or property to its satisfaction.

**9. Security.** I am provided with a worktable and lockable storage space. I will ensure they are locked when unattended and understand that a duplicate key will only be provided if I sign for it. I am required to display my identity card to the appropriate security personnel on demand and at all times within the office premises.

#### **10. Ownership of Works.**

a. I agree that the Employer owns all rights, title and interest in and to all *Works*.

- b. I agree that all *Works* are deemed works made for hire under India copyright or applicable laws or equivalent laws of any applicable foreign jurisdiction, and all *Intellectual Property Rights* therein vest automatically in the Employer upon creation of the *Works*. I agree that, to the extent any *Work* is held not to be a work made for hire, I hereby irrevocably assign all *Intellectual*

*Property Rights* in the *Work* to the Employer. Notwithstanding anything contained in Section 19(4) of the Indian Copyright Act, 1957, I agree that such assignment shall continue to be in force for perpetuity irrespective of whether or not the Employer exercises its rights as the assignee for any period of time.

- c. I will at all times, even after termination of my *Employment*, do whatever the Employer reasonably requests of me, at the Employer's expense, to document the assignment of any *Works* to the Employer or to assist the Employer in pursuing, renewing, extending or assigning any *Intellectual Property Rights*, and otherwise perfecting, protecting and enforcing said *Intellectual Property Rights* in, any *Works*. I agree that, as between me and the Employer, the Employer shall be the sole author, inventor, and owner of all such *Works* and *Intellectual Property Rights* therein throughout the world, and that the Employer shall have the sole right to seek copyright registrations, patents or trademark registrations, including all extensions and renewals thereof. I also hereby agree that I waive all moral rights in any *Works*.

I also agree to assign all my right, title and interest in and to any particular *Works* to a third party as directed by the Employer.

In the event the Employer is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraphs, I hereby irrevocably designate and appoint the Employer and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and in my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraphs with the same legal force and effect as if executed by me. I hereby waive any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any *Works* assigned hereunder to the Employer.

- d. During a 12 month period after termination of my *Employment*, I agree that any *Intellectual Property* I create or conceive that results from and is related to any work assigned to or performed by me for the Employer, or that was created using *Deloitte Property*, is a *Work* that is subject to Paragraph 10 (b) above. For purposes of clarification, the foregoing provision is in addition to, and not in limitation of, any rights and remedies the Employer may have under the applicable laws protecting *Intellectual Property* of the *Deloitte Entities*.

- e. I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Employer) of all *Works* developed by me during the period of my employment with the Employer, which records shall be available to and remain the sole property of the Employer at all times.

**11. Pre-existing Creations; Personal Creations.** My obligations in Paragraph 10 do not apply to *Pre-existing Creations* and *Personal Creations*. I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Creations*. I acknowledge and agree that I will not assert any ownership rights against the *Deloitte Entities*, or their respective clients, with respect to any *Pre-existing Creations* unless they appear on **Exhibit B**, and **Exhibit B** has been accepted and agreed to by an *Authorized Signatory* who has signed at the bottom of such **Exhibit B**. I further agree that I shall not use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment* without the prior written consent of an *Authorized Signatory*. To the extent that I use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment*, I agree that, except as otherwise provided in a written agreement executed by me and the Employer, I hereby grant to the Employer an irrevocable, royalty free, perpetual, fully paid up, transferable, sub-licensable license to use, reproduce, distribute, display, perform, modify and create derivative works of and otherwise exploit such *Pre-existing Creations* or *Personal Creations* for any purpose including, but not limited to, client engagements.

**12. Post- Employment Restrictions re: Clients.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or serving of certain clients related to my work for a *Deloitte Entity* would necessarily involve the unauthorized use or disclosure of *Confidential Information*, and the proprietary relationships and goodwill of the *Deloitte Entities*, and, in the case of my serving of certain clients, could compromise the full compliance of the Employer or another *Deloitte Entity* with the applicable laws, rules and regulations of a U.S. or India regulatory body or other independence-related requirement of a regulatory body. Accordingly, during the period of my *Employment* and for a period of one year thereafter, I will not, directly or indirectly, solicit or provide services to any existing client of a *Deloitte Entity* with which I had personal contact and provided services during the two-year period prior to termination of my *Employment*.

**13. Exceptions to Post- Employment Restrictions re: Clients.** I understand that the obligations of Paragraph 12 will not apply for a period of three (3) years after my start date or the date of my promotion or transfer to clients of a *Deloitte Entity* and/or certain specified kinds of services rendered to such clients that meet all of the following criteria: (a) are personal clients of mine who came to a *Deloitte Entity* solely to avail themselves of certain specified kinds of services rendered by me and only as a result of my own independent recruitment efforts, which a *Deloitte Entity* neither subsidized nor otherwise financially supported as part of a program of client development, (b) are listed on **Exhibit D** expressly by name with respect to client and with sufficient specificity with respect to the kinds of service(s) that I will be permitted to render, and (c) are



accepted and agreed to as to their listing on **Exhibit D** by an *Authorized Signatory* who has signed at the bottom of such Exhibit. I agree that after a period of three (3) years from my start date or the date of my promotion or transfer the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on **Exhibit D** to support the application of the obligations of Paragraph 12 to those clients.

**14. Future Employment with Clients.** Except as otherwise provided herein, I understand that I am not prohibited from accepting employment with a client (or an affiliate of such client) of a *Deloitte Entity*. Before entering into substantive discussions with an *Attest Client* regarding any employment opportunity, I acknowledge and agree that during my *Employment* and for five years thereafter I must first notify *Independence* and obtain prior written approval from *Independence*. I acknowledge and understand that it is the intent of the Employer to interpret and apply this provision (a) in an effort to ensure the full compliance of the *Deloitte Entities* with applicable U.S. and India laws, rules, and regulations; (b) to serve the public interest; and (c) to protect the legitimate interests of the *Deloitte Entities* or their respective *Attest Clients* under applicable U.S. or India laws, rules and regulations in a manner that is no greater than is reasonably necessary to protect such interests and without being unduly harsh and oppressive to me and my interests in future employment with an *Attest Client*. Further, I acknowledge and agree that because of, among other things, the importance of the *Deloitte Entities* remaining in compliance with applicable independence rules, such approval may be withheld by *Independence* in the event that my employment with an *Attest Client* would, in the view of Deloitte LLP, be inconsistent with applicable laws, rules and regulations or jeopardize the independence of a *Deloitte Entity* with respect to such *Attest Client*.

**15. Restrictions re: Personnel and Contractors.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or hiring or of any of its *Personnel* or contractors of the *Deloitte Entities*, or my participation in their hiring, admission or retention, would necessarily involve the unauthorized use or disclosure of *Confidential Information* or the proprietary relationships and goodwill of the *Deloitte Entities*. Accordingly, during my *Employment* and for one year thereafter, I will not, directly or indirectly, (a) solicit or attempt to solicit, or participate in the solicitation of or any attempt to solicit any *Personnel* to leave a *Deloitte Entity*, or to join any firm or business with which I may be or become affiliated; (b) participate in the hiring or admission of any *Personnel*; or (c) cause a contractor of a *Deloitte Entity* to cease providing services to, with, or on behalf of the *Deloitte Entity*.

**16. Post- Employment Restrictions re: Deloitte Property.** Upon termination of my *Employment*: (a) I will not use or disclose *Deloitte Property*, including, but not limited to, *Confidential Information* and *Works*, for any purpose; (b) I will not retain or take with me any *Deloitte Property*; (c) I will immediately deliver to a *Deloitte Entity* at any location that it designates, at my expense, within one business day after the termination of my *Employment* or on an alternate date designated by a *Deloitte*

*Entity*, any *Deloitte Property* that I may then or thereafter hold or control; and (d) I agree to allow a *Deloitte Entity* to inspect any of my personal or home computers, including smart phones, tablet computers, or any device, media or location capable of storing electronic data, to determine whether any *Deloitte Property* resides on such computers and to permit a *Deloitte Entity* to remove such *Deloitte Property*.

## OTHER POST- EMPLOYMENT OBLIGATIONS

**17. Transition of Work and Cooperation.** Upon termination of my *Employment* for any reason, I will cooperate with a *Deloitte Entity* in all matters relating to the completion of pending work and its orderly transfer. I will also cooperate fully with a *Deloitte Entity* in connection with any threat of or actual legal proceeding against a *Deloitte Entity* or any client, customer or licensor of a *Deloitte Entity* arising out of any matter with or of which I had contact or knowledge during my *Employment*.

**18. Notification of Post- Employment Obligations.** I agree that prior to accepting employment or affiliation with another firm or business I will advise such firm or business of my duties and obligations under this Employment Agreement. After my *Employment* ends, I agree that a *Deloitte Entity* shall be permitted to advise any firm or business with which I have accepted an offer of employment or affiliation concerning my duties and obligations under this Employment Agreement.

**19. Certification.** I agree that during or after my *Employment* I will, if requested, provide written certification in such form as the Employer may require that I have complied with my obligations hereunder, including, without limitation, those obligations set forth in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15 and 16 of this Agreement.

## OUR ENFORCEMENT RIGHTS AND REMEDIES IN THE EVENT OF A BREACH

**20. Equitable Relief and Attorney's Fees.** I acknowledge and agree that a breach of this Employment Agreement, including, but not limited to, a breach of my duties and obligations under the terms and conditions of Paragraphs 4, 5, 7, 8, 9, 10, 12, 14, 15 or 16 would cause irreparable harm to the *Deloitte Entities* and that, in addition to other remedies, the Employer on behalf of itself or another *Deloitte Entity* is entitled to a temporary restraining order, an injunction or other equitable relief to prevent any such breach. I also acknowledge that, to the extent permitted by law, a *Deloitte Entity* will be entitled to the payment of the *Deloitte Entities'* reasonable costs and attorney's fees incurred in enforcing this Employment Agreement. I also acknowledge that, to the extent permitted by law, the Employer may request that a court extend the one year period

following the termination of my *Employment*, as provided in Paragraphs 12 and 15, to correspond with the period that I participated in activities prohibited by Paragraphs 12 and 15.

**21. Liquidated Damages: Client Fees.** I agree that in the event of a breach under Paragraph 12, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

**22. Liquidated Damages: Compensation.** I agree that the precise amount of damages flowing from a breach under Paragraph 15 would be impracticable or extremely difficult to ascertain in an actual amount. Therefore, I agree that in the event of a breach under Paragraph 15, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by or owed to any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

**23. Right of Inspection.** I agree to permit the Employer (or to use my best efforts to enable the Employer) to inspect my books and records (and the books and records of any entity which employs or is associated or affiliated with me), upon request and at reasonable times, to enable the Employer to confirm the calculations described above and to verify compliance with Paragraphs 12 and 15. The Employer shall keep confidential any proprietary information obtained, except as may be necessary or desirable to enable the Employer to enforce its rights under this Employment Agreement and except as may be required by any statute, court or administrative order to decree or government ruling or regulation.

#### MISCELLANEOUS

**24. Governing Law; Choice of Forum.** This Employment Agreement is deemed to have been executed in the Employer's office in **Hyderabad, Telangana, India** and will be construed and governed in accordance with the laws of the Republic of India without regard to its conflicts-of-law principles. You agree to submit to jurisdiction before any court of record in which the Employer's office to which you were assigned is located, or in which a breach of this Employment Agreement may occur, at the election of the Employer, and you waive any right to raise questions of personal jurisdiction or venue in any action the Employer may bring against you in any such court. You further agree to accept service of process/summons/legal notice from the Employer when that process/summons/legal notice is either sent to your last known address by certified mail or served by any other means permitted under the law of the jurisdiction in which the Employer may bring an action against you.

**25. Modifications.** My obligations hereunder may not be changed or modified, released, discharged, abandoned or terminated, in whole or in part, except by an instrument in writing signed by an *Authorized Signatory*.

**26. Severability.** Every provision of this Employment Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such term or provision will be enforced to the maximum extent permitted by law and, in any event, such illegality or invalidity shall not affect the validity of the remainder of the Employment Agreement.

**27. Blue-Penciling.** If any court determines that any provision of this Employment Agreement, or any part hereof, or the application of any such provision, or any part hereof, to any person or circumstance is unenforceable or void, such court shall have the power to modify such provision, or any part hereof, to the extent necessary to render it legal and enforceable while preserving its intent, or if such modification is not possible, by substituting therefore another provision that is legal and enforceable and that achieves the same objective.

**28. Waiver.** None of my obligations under this Employment Agreement shall be deemed to have been waived by the Employer except if the giving of such waiver is contained in a written notice given to me and no such waiver shall be deemed to be a waiver of any other or further obligation I have under this Employment Agreement.

**29. Entire Agreement.** This Employment Agreement, the Employer's employment application, the Terms and Conditions of Service issued pursuant to the offer of employment and any documentation employing me or transferring me to the Employer, contain the entire understanding between me and the Employer or any other *Deloitte Entity* with respect to the subject matter hereof and supersedes all prior representations, warranties, and agreements with respect to such subject matter, and no representations, warranties or other covenants exist with respect to such subject matter that are not contained or expressly referred to herein. Notwithstanding the foregoing, any written agreement between a *Deloitte Entity* and me with respect to the subject matter hereof that was signed by me prior to the effective date of this Employment Agreement shall remain valid and enforceable according to the terms of such agreement with respect to all acts and omissions occurring prior to the effective date of this Employment Agreement. In the event of a conflict between this Employment Agreement and the employment application or any other document purporting to set forth terms and conditions of my *Employment*, this Employment Agreement will control.

**30. Transfer and Assignment.** Unless as the Employer shall otherwise determine, the rights, obligations and benefits of the Employer under this Employment Agreement, including but not limited to those rights and benefits relating to my post-Employment obligations set forth in this Paragraph 30 and in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19 and 23 above, are transferred and assigned, in whole or in part (as the Employer shall determine) and without the need for my consent

or the formality of documentation or prescribed processes, to (a) any *Deloitte Entity* in connection with my transfer to that *Deloitte Entity* or (b) any entity that acquires all or a part of the assets or business of the Employer. All provisions of this Employment Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, representatives, successors, and assigns of the Employer and me, and any *Deloitte Entity* to which I may be transferred during my *Employment*, provided, however, none of my duties or obligations under this Employment Agreement may be assigned or transferred by me to any other person or entity without the Employer's prior written approval of such assignment or transfer. Any purported assignments in violation of this Paragraph 30 shall be null and void.

**31. Headings.** The headings contained in this Employment Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Employment Agreement.

I have read the foregoing, understand it, and agree to comply with its terms.

**For Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
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Pooja Madnani

**Talent**

**Authorized Signatory**

Effective as of **November 13, 2022**, I accept all the terms and conditions of the Employer as stipulated in this Employment Agreement.

**A**

The definitions below apply to the italicized terms that appear in the Employment Agreement (including the exhibits):

**Attest Client** – attest client (or an affiliate of such client) of Deloitte & Touche LLP or a *Deloitte Entity*.

**Authorized Signatory** – a director, officer or other person who is authorized to sign on behalf of a *Deloitte Entity*.

**Confidential Information** – any information not generally known to the public, in any *Form*, that (1) relates to the operation of a *Deloitte Entity* or provides the *Deloitte Entities* with a competitive advantage, (2) consists of Personally Identifiable Information (*PII*) or other personal information about *Personnel*, client and other third party personnel, independent contractors, subcontractors, agents, vendors, suppliers or others which the Employer or another *Deloitte Entity* receives in the course of business, and (3) all other information entrusted to the Employer or another *Deloitte Entity* by clients and other third parties. *Confidential Information* includes, but is not limited to, *Intellectual Property*, supplier information, designs, business or marketing plans, forecasts and financial information, tax returns, tax identification numbers, agreements, client or prospective client lists, specific information about clients or prospective clients such as preferences for specific products and services, client or prospective client needs based on financial history and past purchases of services, client or prospective client development plans, specific rates charged to a client or offered to a prospective client and other business or client records. *Confidential Information* also includes, but is not limited to, debit or credit card information, employment applications, organization charts, performance ratings and other personnel records.

**Deloitte Entity** – the Employer, Deloitte LLP, and any corporation, company, partnership, limited liability company or other entity (a) that (i) is owned, directly or indirectly, in whole or in part, by Deloitte LLP (the “Deloitte U.S. Firms”), including but not limited to Deloitte LLP subsidiaries in India, the Deloitte Touche Tohmatsu verein, Deloitte Global Services Limited, Deloitte Global Services Holdings Limited, Deloitte Touche Tohmatsu Limited (“DTTL”) or any member firm of DTTL or affiliate thereof (collectively, the “DTTL Member Firms”) or (ii) controls, is controlled by or is under common control with any of the entities listed in clause (i); or (b) in which any *Personnel* participated on its behalf, or carried out any duties with respect to its affairs. For purposes of this Employment Agreement, the term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract, or otherwise.

**Deloitte Property** – *Confidential Information*, *Systems*, equipment, debit and credit cards issued in connection with my *Employment*, furniture, facilities and any and all other materials owned, licensed or leased by a *Deloitte Entity*, including, without limitation, computerized or electronic information and all copies thereof in any form or media, created by, furnished to, obtained by or prepared by me in the course of my employment in any capacity.

**Deloitte India (Offices of the US)** - The following companies shall be deemed to be the affiliates of each other and are collectively referred to as Deloitte India (Offices of the US): (i) Deloitte Consulting India Private Limited (ii) Deloitte Tax Services India Private Limited (iii) Deloitte Support Services India Private Limited (iv) Deloitte Financial Advisory Services India Private Limited and (v) Deloitte & Touche Assurance & Enterprise Risk Services India Private Limited.

**Electronic Communications** – all text, audio, video, images, information, data, files and attachments created, displayed, sent, received, posted, accessed or stored, whether deleted or not, by means of the *Systems*.

**Employment** – the nature of my relationship with the Employer or a *Deloitte Entity* pursuant to this Employment Agreement. Alternatively, and depending on context, *Employment* is the period of time during which this relationship persists.

**Form** - paper, computer disc, USB drive, website; any other tangible or electronic medium by which information may be stored or accessed; and human memory.

**Independence** – National Office (Independence) of Deloitte LLP.

**Intellectual Property** - works of authorship (including, without limitation, books, articles, data compilations, software and other copyrightable materials), materials, patents, inventions, designs, techniques, methodologies, processes, discoveries, know-how, ideas, trade secrets, moral rights, trademarks and other indicia of origin together with the goodwill therein, and all patent applications, copyright and trademark applications and registrations, and extensions and renewals thereof, throughout the world.

**Intellectual Property Rights** – all rights, title and interest in Intellectual Property.

**PCAOB** – the United States Public Company Accounting Oversight Board.

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**Personal Creations** – *Intellectual Property* that meet all of the following criteria: (1) it is conceived, developed, and created by me on my own time without using *Deloitte Property* or *Personnel* (during work hours), facilities, *Confidential Information* or *Works* of a *Deloitte Entity*, (2) it is unrelated to the actual or reasonably anticipated business or research and development of a *Deloitte Entity*, and (3) it does not result from any work performed by me and the *Personnel* (during work hours) for a *Deloitte Entity*.

**Personnel** – partners, principals, members, officers and employees of a *Deloitte Entity*.

**PII** – information (excluding business contact information such as an individual's name and one or more of the following: organization name, organizational title, organizational role, business address, business telephone number (including business cell phone number and business email address) relating to an identified or identifiable natural person. An identifiable natural person is a natural person who can be identified, directly or indirectly, by reference to an identification number or factors specific to his or her physical, physiological, mental, economic, cultural or social identity. Set forth below is a non-exclusive list of information that constitutes PII when such information relates to an identified or identifiable natural person:

- Account number (bank account, credit card, etc.)
- Address
- Biometric identifier
- Certificate or license number
- Date of birth
- Government identifiers (such as PAN)
- Name\*
- Personnel Number
- Photograph or video identifiable to an individual
- Vehicle identifier or serial number
- Other information related to an individual that may directly or indirectly identify that individual (e.g., salary, performance rating, purchase history, call history, etc.)

\* Note: When an individual's name is used with PII that is not business contact information, it is included in the definition of PII.

**Pre-existing Agreements or Arrangements** – agreements or arrangements that (1) relate to any *Pre-existing Creations*; or (2) may affect my ability to comply with the requirements of this Employment Agreement, including all contractual and other restrictions or obligations with other parties, including any post-employment restrictions and required notifications to the extent applicable under 18 United States Code §207, CFR 3.104-4, and India laws, rules and regulations that may or will impose limitations on my professional activities during my *Employment* (such as any non-compete agreements with prior employers and the one-year ban on lobbying contacts).

**Pre-existing Creations** – any *Intellectual Property* and *Intellectual Property Rights* that were developed or created by me, alone or with others, or otherwise acquired by me, before the period of my employment in any capacity with the Employer, in which I claim any ownership or right.

**Proceedings** – past or pending (1) actual or threatened claims or complaints of, or arising out of service to, present or former clients, (2) regulatory, self-regulatory, disciplinary, administrative, civil or criminal investigations, inquiries, charges, complaints, actions, sanctions, alternative dispute resolution proceedings, other proceedings or matters (other than criminal proceedings which relate solely to the operation of a motor vehicle) of any kind or nature, in India or any other jurisdiction, against me, including criminal proceedings arising out of my provision of professional services, proceedings brought by a professional association, or proceedings involving the Securities and Exchange Board of India, United States Securities and Exchange Commission or the PCAOB, other professional bodies like the Institute of Chartered Accountants of India or (3) matters of any kind or nature which could adversely affect my association with the Employer or my ability to perform my duties or responsibilities to the Employer, whether set forth in this Employment Agreement or otherwise, or my registration with or licensure by any governmental, quasi-governmental, or other regulatory agency, body or entity, in or outside the United States or India.

**Systems** – the communications systems or any part of such systems that a *Deloitte Entity* owns, licenses or operates and approves for use, including, but not limited to, e-mail, text messaging, Lotus Notes, Deloitte Online (eRoom), instant messaging, local area network, wide area network, Intranet (e.g., DeloitteNet, D Street), Internet, extranet, collaborative tools (e.g., blogs, wikis, etc.), laptop and desktop computers, servers, air cards, Personal Digital Assistants, cell phones, telephones and voicemail.

**Works** – all *Intellectual Property*, in any *Form*, created by me, alone or with others, during the period of my *Employment* that (1) is created within the scope of my *Employment*; (2) relates in any manner to the actual or anticipated business, research, or development of a *Deloitte Entity*; (3) results from any work assigned to or performed by me, alone or with others, for the Employer; or (4) is created with the use of *Deloitte Property*. **B**

**Pre-existing Creations; Pre-existing Agreements or Arrangements**

I understand and agree that the Employer makes no attempt to verify my claim of ownership to any of the *Pre-existing Creations* listed, and makes no admission that any *Pre-existing Creations* listed are owned by me.

[If yes, please enter details below]

Yes, I do have *Pre-existing Creations*,  
*Pre-existing*  
*Agreements or Arrangements*

X No, I do not have *Pre-existing*  
*Creations, Pre-existing Agreements or*  
*Arrangements*

**Title**

**Date**

**Brief Description**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Print)

ACCEPTED AND AGREED TO:

**Deloitte Tax Services India Private  
Limited**

DocuSigned by:

  
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Pooja Madnani

**Talent**

*Its: Authorized Signatory*

listed pursuant to Paragraphs 2 and 11 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment made in light of Paragraph 2 that *Pre-existing Creations*, if any, are described and explained in sufficient detail so that the likelihood of confusion between the employee's *Pre-existing Creations* and the Intellectual *Property* of a *Deloitte Entity* can be avoided or minimized in the future and further indicates that the *Pre-existing Agreements or Arrangements* have been obtained and reviewed and that the *Authorized Signatory* is satisfied that such *Pre-existing Agreements or Arrangements* will not interfere with the employee's ability to comply with the requirements of this Employment Agreement.

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\_\_\_\_\_  
C

**Proceedings**

**EXHIBIT**

[none, unless otherwise specified]

Yes, I do have *Proceedings* to report

X No, I do not have *Proceedings* to report

My signature below certifies that to the best of my knowledge, the information I have provided above, pursuant to Paragraph 3, is complete and accurate.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

**Exceptions to Post-Employment Restrictions: re: Clients**

[none, unless otherwise specified]

As specified in Paragraph 13, I agree that after a period of three (3) years from my start date or the date of my employment, as the case may be, the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on Exhibit D to support the application of the obligations of Paragraph 12 to those clients.

Yes, I do have  
Post-Employment Restrictions re: Clients

X No, I do not have  
Post-Employment Restrictions re: Clients

Name of ClientSpecified Kind of Services(s) Permitted

ACCEPTED AND AGREED TO:

**Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
 2B8F65B8ECE5489...

Pooja Madnani

**Talent**

Its: Authorized Signatory

Date

I have read and understood the above policy terms.

A n *Authorized Signatory's* signature is required only if information is provided pursuant to Paragraph 13 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment that criteria in Paragraph 13 have been fully satisfied, the clients listed have been properly identified, and the kinds of services permitted have been described with sufficient specificity.

**Terms and Conditions of Service**

In continuation to our offer of employment with **Deloitte Tax Services India Private Limited** (the "Employer"), please note the terms and conditions of service.

The italicized terms in these Terms and Conditions of Service are defined in **Exhibit A** of the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement hereto.

**Terms of Service****1. COMPLIANCE WITH INDEPENDENCE, ETHICS AND OTHER REQUIREMENTS**

Deloitte & Touche LLP performs attest services for certain of its clients and is subject to the independence requirements of, among others, the United States Securities and Exchange Commission (SEC), the United States Public Company Accounting Oversight Board (PCAOB), and the American Institute of Certified Public Accountants (AICPA). These requirements mandate that certain of the Employer's employees and their relatives be independent of some or all of such attest clients and their affiliates in accordance with the policies of Deloitte LLP and its subsidiaries (the "Deloitte US Entities").

Upon joining the Employer, you will be asked to review a listing of the attest clients and the affiliates of such clients of certain of the Deloitte US Entities and disclose relationships or financial holdings that you or your relatives may have that could affect the independence of the Deloitte US Entities. Any relationships or holdings that conflict with, among other things, the requirements of the SEC, the PCAOB or the AICPA or the independence or ethics policies of the Deloitte US Entities will need to be resolved immediately. Further, you will be required to comply with these policies throughout your career with the Employer, including, when applicable, maintaining a current list of certain of your financial interests (but not their value) in the independence tracking system.

As a condition to your joining the Employer and continued employment, you are required to complete a representation regarding your understanding of, and compliance with, independence and other matters, on a periodical basis (as requested beginning on



**EXHIBIT**

or prior to the date of you joining the Employer, annually thereafter, and upon certain changes in your role in the Employer), the details of which are provided in the independence representation. An example copy of this representation form is available for your reference on [www.deloittenet.com](http://www.deloittenet.com). The representation should be made to the best of your knowledge and ability. It is your responsibility to consult on any matter should you be uncertain or have a question. You are also requested to refer to [www.deloittenet.com](http://www.deloittenet.com) and *Independence* for more information in this respect. The representations made by you will be subject to an audit and may be reviewed by Deloitte LLP representatives and shared with certain third parties. If you are selected for such an audit, you will need to submit certain personal financial records to Deloitte LLP's internal audit team. Please be assured that Deloitte LLP fully intends to keep all information obtained through the audit process confidential and secure. You hereby give your consent to Deloitte LLP to use the information provided by you for such purposes as provided in the policies regarding independence and ethics.

In the event you (i) do not cooperate or comply with the independence requirements, or (ii) do not complete the necessary representations, or (iii) make inaccurate representation(s); you may be subject to disciplinary action including and up to termination of employment with the Employer.

Please feel free to contact or consult *Independence* should you require any further information or if you have any specific concerns in this respect.

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## **2. NON DISCLOSURE, NON SOLICIT AND INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AGREEMENT ("Employment Agreement")**

You will be expected to sign the Employer's Employment Agreement. Please contact Talent for further details.

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## **3. HARRASSMENT POLICY**

**Administrative Policy Release ("APR") 213** is the Employer's policy prohibiting harassment. Deloitte LLP's subsidiaries located in India ("Deloitte India (Offices of the US)") are committed to providing a working environment that is free from harassment based on caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis, in accordance with applicable Indian central, state or local law. Expressly forbidden are unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Depending on the circumstances, such harassment may also include conduct such as stereotyped or demeaning remarks or gestures or the display or circulation, whether in writing or electronically, of materials or pictures offensive to persons because of their caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis in accordance with applicable Indian central, state or local law. The full policy will be accessible to you on DeloitteNet after joining Deloitte U.S. India.

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#### 4. WORKING HOURS, HOLIDAYS, LEAVES AND MATERNITY BENEFITS

You will be provided with your standard working hours, which may vary over the course of your career. The Employer may, from time to time, subject to applicable laws, require the employee to work beyond these hours.

You shall be entitled to paid holidays and leave as per the Employer's policies.

Women employees are eligible for maternity benefits as per the recent amendments (2017) in the maternity benefit act, 1961, including having 26 weeks of maternity leave with pay, as applicable.

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#### 5. RETIREMENT AGE

The age of retirement for employees of Deloitte India (Offices of the US) is 60 years. Your employment will therefore automatically terminate at the end of the month in which you attain 60 years.

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#### 6. TRANSFERS

You may be transferred, assigned, or asked to attend training at the offices of a Deloitte Entity or its clients or third parties in India or abroad with or without additional compensation. In such an event, you will also be governed by the terms and conditions of service applicable to the transfer, assignment, or training.

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#### 7. NOTICE PERIOD FOR TERMINATION OF SERVICES

The notice period for termination of your services is **60 Days** by either side and/or salary in lieu of notice period on part of the Employer only.

The Employer expects all employees to maintain the highest standards of professional conduct at all times.

In order to assure orderly operations and provide the best possible work environment, the Employer expects you to follow rules of conduct that will protect the interests and safety of all personnel, including but not limited to the Code of Ethics and Professional Conduct.

In the event of any breach of the Code of Ethics and Professional Conduct, non-performance of a contractual obligation or the terms and conditions laid down in this Annexure, or if you engage in any misconduct whether or not in connection with or affecting the business or affairs of the Employer or the work conduct, as specified by Employer, you will be subject to disciplinary action up to and including termination of your services/ employment with the Employer without any notice or payment in lieu of notice notwithstanding any other terms and conditions stipulated herein.

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#### 8. MISCONDUCT

Misconduct may include but is not limited to:

- Irregular attendance: repeated or excessive absence, tardiness or early departures/ late comings without approval.
- Unreported or unapproved absence (including overstay of leave) for more than five consecutive days or deviation from assigned and accepted schedule for more than five days.
- Falsification or manipulation in background verification process or employment records, employment information, or other records prior to or after joining the Employer.
- Falsification or manipulation of Deloitte Time & Expense (DTE).
- Knowingly providing false statements, either verbally or in written form.
- Neglect of normal duties and functions.

- Practices such as reading personal materials during working time, having obscene or inappropriate posters or screen savers at your work station, playing games at your work station, etc.
- Continued discharge of work functions that do not meet the standards reasonably expected.
- Breach of the confidentiality provision in the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement including disclosing to any unauthorized person any *Confidential Information* or *PII*.
- Willful insubordination or disobedience, whether or not in combination with another, of any lawful and reasonable instructions of any member of management or any authorized person.
- Engaging in unapproved outside employment and activities as defined in APR 218 (US & IND) ([https://deloitte.net.deloitte.com/About/Policies/Admin/Pages/218\\_OutsideEmploymentActivities\\_US.aspx](https://deloitte.net.deloitte.com/About/Policies/Admin/Pages/218_OutsideEmploymentActivities_US.aspx)).
- Installing, downloading, copying or duplicating any unauthorized or unlicensed software, programs, games, or attachments on any computer system of the Employer or of any *Deloitte Entity* or its clients.
- Engaging in any illegal activities.
- Workplace violence, including threats of physical violence.
- Corporate credit card delinquencies.
- Causing damage to the property of the Employer, any *Deloitte Entity*, its clients, or their respective personnel
- Going on or abetting a strike in contravention of any law.
- Theft of any property belonging to another, the Employer or any *Deloitte Entity*, or their respective personnel, clients, or visitors
- Possession of firearms, explosives, knives or any instruments that can be used as an injurious or deadly weapon in the workplace or at any *Deloitte Entity* sponsored event.
- Corruption, fraud, or misappropriation of funds.
- Failure to comply with the policies, guidelines, rules and regulations of the Employer or a *Deloitte Entity* as applicable.
- Excessive personal use of the Employer's telephone, fax or computer systems.
- Failure to adhere to applicable laws.
- Any act prejudicial to or in conflict with the interests of the Employer or a *Deloitte Entity*.

The above terms and conditions are based on, and should be read in conjunction with, the Employer's policies, guidelines, procedures and other rules currently applicable, including but not limited to Administrative Policy Releases (APRs) and Deloitte India (Offices of the US)'s other policies, guidelines, rules, and regulations. The above rules are subject to amendments from time to time and the amended rules, policies, procedures, and guidelines would be posted on the Employer's Intranet site i.e. <https://deloitte.net.deloitte.com/Pages/Home.aspx> for employee reference. The policies will be updated from time to time in the future and we deem to have your consent to any and all such changes. Furthermore, upon acceptance of employment with the Employer, you may be requested to read and acknowledge acceptance of various policies and guidelines of the Employer. It is expected that you will read and acknowledge all such communications.

Effective as of **November 13, 2022**, I accept all the terms and conditions of the Employer as stipulated in these Terms and Conditions of Service.

Signature

Name

**Training Agreement****Dear :**

On behalf of **Deloitte Tax Services India Private Limited**, please accept our congratulations on your recent offer of employment to join the Company as **Tax Consultant I** pursuant to the terms and conditions of your offer letter dated **November 13, 2022**. You made a very favorable impression with everyone you met and we are excited about the possibility of you joining the Company.

As you may be aware, as a condition of employment with the Company, you may be required to travel Overseas to attend a series of training sessions for a period of up to 90 days. This training will be a combination of classroom procedural training as well as on-site training to observe employees conducting similar work at various client locations. This training represents the confidence we have in your ability to be a valuable member of the practice of the Company.

As per Company policy, we kindly bring to your attention that all employees attending training overseas are required to sign a Training Agreement which will obligate the employee to repay a calculated amount of the costs associated with the training, only if the employee resigns his/her position or are terminated for cause within a specified period after completion of the training (usually between 6 to 18 months). This repayment obligation disappears after the specified period of time has lapsed. We all look forward to seeing you again soon and having you join our team of outstanding professionals.

Sincerely,

For

**Deloitte Tax Services India Private Limited**

DocuSigned by:

*Pooja Madhuni*

By:

2B8F65B8ECE5489...

Signature

**Authorized Signatory**



Suchitra Choudhury, Clinical Director

RE: OFFER LETTER  
NAME: KODUVAYUR RAVI KUMAR  
Position: Behaviour Therapist

Dear KODUVAYUR RAVI KUMAR

After taking several qualified candidates through our interview process, we feel that you would make an excellent addition to the team. I am pleased to extend to you this official offer of employment for the position of 'Behaviour Therapist' at Early Autism Services, Bangalore.

Your employment will be subject to an introductory period of 60 (days) during which time you and your supervisor will assess your performance and the appropriateness of your employment with our company.

You will be working in one of our Bangalore Centres and will report to Janhavi Kelaskar, Centre Head. **Once your training period (Physical, clinical and theoretical training) is over, and you start working independently with clients,** your compensation and benefits package will include the following:

- Annual salary of Rs 400000 (paid monthly) under [exempt] status,
- Sick time per the Employee Handbook and National Legislations where applicable

The annual salary is inclusive of all taxes. Necessary deductions to be made in monthly salary.

This offer of employment is contingent on the successful completion of pre-employment physical/medical assessment, background check and exhibiting the basic necessary skills post joining. While we do not anticipate any concerns with either of these processes, should any findings not meet standards for employment, continuation of your employment will be jeopardized at that time.

On your first day, you will be required to present documents proving your identity and authorization to work in the Bangalore. A list of acceptable documents is included with this letter for your reference.

The Employee Handbook will be shared with you once you join. This document will provide further information regarding the Company's policies, procedures and benefits.

By signing this letter below, you acknowledge receipt and acceptance of our offer. The terms described in this letter replace all prior agreements and/or discussions pertaining to your offer of employment with EAS.

We look forward to having you as part of the team. If you have any questions, please do not hesitate to contact me.

Sincerely,

Suchitra Choudhury, M.A. Clin. Psy., BCBA, IBA  
Clinical Director  
EAS – Bangalore

Chief

Acknowledged and Accepted:



---

---

Date



## Offer Letter - Intech Additive Solutions Pvt. Ltd.

Dear KOTHA USHA RANI

Congratulations! We are pleased to offer you a position with Intech Additive Solutions Pvt. Ltd. in our DfAM group. The **internship** will be for 6 (Six) months. We will assess your performance over the initial months of the internship and convert your internship to a full-time job **offer** if your performance meets our requirements – to commence as soon as you graduate with the CTC of **INR 7,00,000/-**

Your stipend will be **INR 15,000/- (Indian Rupees Fifteen Thousand only) per month** for the internship duration, subject to the deduction of withholding taxes and statutory levies under applicable law towards your services.

Please confirm your acceptance of our internship offer via email as soon as possible.

You will be required to produce the following documents at the time of joining - Aadhar Card, PAN Card, and Bank details (Soft copy of cheque or 1st page of passbook).

During the internship period with us,

- Please follow instructions from your supervisors diligently and earnestly about your work.
- The company's rules and regulations will govern you.
- Confidentiality: You must maintain confidentiality associated with the company's information, including customer information. In this regard, you will sign a Confidentiality Agreement with the company.

We wish you the very best!

Best regards,

Murari Venkataraman Vice  
President - Operations Intech  
Additive Solutions Pvt. Ltd.  
#239, 11th Main Road,  
2nd Cross Road, 3rd Phase,  
Peenya Industrial Area, Bengaluru  
560058.



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Internet www.in.kpmg.com/in  
Email indiawebsite@kpmg.com

**KPMG Global Services Private Limited**  
RMZ Ecoworld  
2nd Floor, Campus 7  
Devarabeesanahalli, Outer Ring Road  
Bangalore 560 103 Karnataka India

Private & Confidential

Date: 14<sup>th</sup> December 2021

To,

Candidate name: ASHA N

College name: CMR University

Congratulations!

We thank you for taking the time to attend the interview process of KPMG Global Services Private Limited (KGS). The Firm is a global delivery centre for KPMG Member Firms across the globe.

Subsequent to the interview process, we are pleased to confirm our intent to offer you the position of Associate 1 in the Tax business unit at KGS with a total compensation of INR 5,50,000 PA fixed (Five lakh per annum only).

Your anticipated joining date is between April -June 2022 at Bangalore/Kochi any of our office location. In case you are unable to join the Firm by May-June 2022, this letter of intent will stand cancelled and withdrawn. Your appointment is subject to you executing the formal appointment letter from the Firm and the terms and conditions therein.

**This letter confirms our intent to offer with respect to your employment, subject to clearance of your background check and your residential address falling under coverage of our transport "Hiring Zone".**

You agree to keep the terms of the letter confidential and agree not to share them with anyone except your immediate family, and financial and legal advisors.

All of the above, including the compensation components, have been explained to you by the Firm.

Please review this letter and return a signed copy as a token of your acceptance.

For KPMG Global Services Private Limited (KGS)

Accepted and Agreed

---

Anuricha Chander

Associate Partner

---

Name: ASHA N

Date:

RBuilding No.10 egistered Office

6th Floor, Tower C  
DLF Cyber City, Phase II  
Gurugram - 122 002, Haryana **KPMG Global Services Private Limited, an Indian private limited company and a member firm of KPMG global organization of independent member firms affiliated with KPMG International Limited, a privateEnglish limited by guarantee company CIN U74140HR2010PTC041413**  
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Bangalore 560 103 Karnataka India

**Authorization:**

You hereby give explicit consent and authorize the Firm and its third-party agent/s to initiate verification of information provided in your resume and application of employment from the date of signing the letter, to conduct enquiries as may be necessary, at the Firm's discretion. You also authorize former employers, agencies, educational institutes that may have information relevant to your employment/education to disclose it to the Firm or its agents and representatives. You release all persons from liability on account of such disclosure.

You hereby give consent to KGS to initiate and conduct the current employment verification post expiry of five working days from accepting the Offer Letter/Letter of Intent or 10 working days before the date of joining as mentioned in the Offer Letter/Letter of Intent, whichever is earlier.

**No binding obligation:**

Please note that this Letter of Intent is intended to serve only as a mutual expression of the intentions of the parties, and the parties shall not be legally obligated with respect to the contemplated offer unless and until a formal and definitive offer is agreed upon, approved by the authorized company officials, whereupon the provisions of the definitive offer will supersede this Letter of Intent.

Name:

Date:

Please enclose self-attested Aadhar card and Pan Card (if available)

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Private & Confidential

Date: 14<sup>th</sup> December 2021

To,

Candidate name: A SHREE HARSHA

College name: CMR University

Congratulations!

We thank you for taking the time to attend the interview process of KPMG Global Services Private Limited (KGS). The Firm is a global delivery centre for KPMG Member Firms across the globe.

Subsequent to the interview process, we are pleased to confirm our intent to offer you the position of Associate 1 in the Tax business unit at KGS with a total compensation of INR 5,50,000 PA fixed (Five lakh per annum only).

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**This letter confirms our intent to offer with respect to your employment, subject to clearance of your background check and your residential address falling under coverage of our transport "Hiring Zone".**

You agree to keep the terms of the letter confidential and agree not to share them with anyone except your immediate family, and financial and legal advisors.

All of the above, including the compensation components, have been explained to you by the Firm.

Please review this letter and return a signed copy as a token of your acceptance.

For KPMG Global Services Private Limited (KGS)

Accepted and Agreed

---

Anuricha Chander

Associate Partner

---

Name: A SHREE HARSHA

Date:

RBuilding No.10 egistered Office

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DLF Cyber City, Phase II  
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**Authorization:**

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You hereby give consent to KGS to initiate and conduct the current employment verification post expiry of five working days from accepting the Offer Letter/Letter of Intent or 10 working days before the date of joining as mentioned in the Offer Letter/Letter of Intent, whichever is earlier.

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Please note that this Letter of Intent is intended to serve only as a mutual expression of the intentions of the parties, and the parties shall not be legally obligated with respect to the contemplated offer unless and until a formal and definitive offer is agreed upon, approved by the authorized company officials, whereupon the provisions of the definitive offer will supersede this Letter of Intent.

Name:

Date:

Please enclose self-attested Aadhar card and Pan Card (if available)

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Devarabeesanahalli, Outer Ring Road  
Bangalore 560 103 Karnataka India

Private & Confidential

Date: 14<sup>th</sup> December 2021

To,

Candidate name: Abhilash Nayak

College name: CMR University

Congratulations!

We thank you for taking the time to attend the interview process of KPMG Global Services Private Limited (KGS). The Firm is a global delivery centre for KPMG Member Firms across the globe.

Subsequent to the interview process, we are pleased to confirm our intent to offer you the position of Associate 1 in the Tax business unit at KGS with a total compensation of INR 5,50,000 PA fixed (Five lakh per annum only).

Your anticipated joining date is between April -June 2022 at Bangalore/Kochi any of our office location. In case you are unable to join the Firm by May-June 2022, this letter of intent will stand cancelled and withdrawn. Your appointment is subject to you executing the formal appointment letter from the Firm and the terms and conditions therein.

**This letter confirms our intent to offer with respect to your employment, subject to clearance of your background check and your residential address falling under coverage of our transport "Hiring Zone".**

You agree to keep the terms of the letter confidential and agree not to share them with anyone except your immediate family, and financial and legal advisors.

All of the above, including the compensation components, have been explained to you by the Firm.

Please review this letter and return a signed copy as a token of your acceptance.

For KPMG Global Services Private Limited (KGS)

Accepted and Agreed

---

Anuricha Chander

Associate Partner

---

Name: Abilash Nayak

Date:

Registered Office

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DLF Cyber City, Phase II  
Gurugram - 122 002, Haryana **KPMG Global Services Private Limited, an Indian private limited company and a member firm of KPMG global organization of independent member firms affiliated with KPMG International Limited, a private English limited by guarantee company CIN U74140HR2010PTC041413**  
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**Authorization:**

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Name:

Date:

Please enclose self-attested Aadhar card and Pan Card (if available)

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Date: 14<sup>th</sup> December 2021

To,

Candidate name: CHANIDA PHAIBUNWITTHAYASAK

College name: CMR University

Congratulations!

We thank you for taking the time to attend the interview process of KPMG Global Services Private Limited (KGS). The Firm is a global delivery centre for KPMG Member Firms across the globe.

Subsequent to the interview process, we are pleased to confirm our intent to offer you the position of Associate 1 in the Tax business unit at KGS with a total compensation of INR 5,50,000 PA fixed (Five lakh per annum only).

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**This letter confirms our intent to offer with respect to your employment, subject to clearance of your background check and your residential address falling under coverage of our transport "Hiring Zone".**

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Please review this letter and return a signed copy as a token of your acceptance.

For KPMG Global Services Private Limited (KGS)

Accepted and Agreed

---

Anuricha Chander  
PHAIBUNWITTHAYASAK

Associate Partner

---

Name: CHANIDA

Date:

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DLF Cyber City, Phase II  
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**Authorization:**

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Name:

Date:

Please enclose self-attested Aadhar card and Pan Card (if available)

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Bangalore 560 103 Karnataka India

Private & Confidential

Date: 14<sup>th</sup> December 2021

To,

Candidate name: GIRI PRASAD K

College name: CMR University

Congratulations!

We thank you for taking the time to attend the interview process of KPMG Global Services Private Limited (KGS). The Firm is a global delivery centre for KPMG Member Firms across the globe.

Subsequent to the interview process, we are pleased to confirm our intent to offer you the position of Associate 1 in the Tax business unit at KGS with a total compensation of INR 5,50,000 PA fixed (Five lakh per annum only).

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**This letter confirms our intent to offer with respect to your employment, subject to clearance of your background check and your residential address falling under coverage of our transport "Hiring Zone".**

You agree to keep the terms of the letter confidential and agree not to share them with anyone except your immediate family, and financial and legal advisors.

All of the above, including the compensation components, have been explained to you by the Firm.

Please review this letter and return a signed copy as a token of your acceptance.

For KPMG Global Services Private Limited (KGS)

Accepted and Agreed

---

Anuricha Chander

Associate Partner

---

Name: GIRI PRASAD K

Date:

RBuilding No.10 egistered Office

6th Floor, Tower C  
DLF Cyber City, Phase II  
Gurugram - 122 002, Haryana **KPMG Global Services Private Limited, an Indian private limited company and a member firm of KPMG global organization of independent member firms affiliated with KPMG International Limited, a privateEnglish limited by guarantee company CIN U74140HR2010PTC041413**  
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**Authorization:**

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Name:

Date:

Please enclose self-attested Aadhar card and Pan Card (if available)

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Bangalore 560 103 Karnataka India

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Date: 14<sup>th</sup> December 2021

To,

Candidate name: JAYASEELAN SHAM

College name: CMR University

Congratulations!

We thank you for taking the time to attend the interview process of KPMG Global Services Private Limited (KGS). The Firm is a global delivery centre for KPMG Member Firms across the globe.

Subsequent to the interview process, we are pleased to confirm our intent to offer you the position of Associate 1 in the Tax business unit at KGS with a total compensation of INR 5,50,000 PA fixed (Five lakh per annum only).

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Please review this letter and return a signed copy as a token of your acceptance.

For KPMG Global Services Private Limited (KGS)

Accepted and Agreed

---

Anuricha Chander

Associate Partner

---

Name: JAYASEELAN SHAM

Date:

Registered Office

6th Floor, Tower C  
DLF Cyber City, Phase II  
Gurugram - 122 002, Haryana **KPMG Global Services Private Limited, an Indian private limited company and a member firm of KPMG global organization of independent member firms affiliated with KPMG International Limited, a privateEnglish limited by guarantee company CIN U74140HR2010PTC041413**  
:



Telephone +91 80 6132 6100  
Internet www.in.kpmg.com/in  
Email indiawebsite@kpmg.com

**KPMG Global Services Private Limited**  
RMZ Ecoworld  
2nd Floor, Campus 7  
Devarabeesanahalli, Outer Ring Road  
Bangalore 560 103 Karnataka India

**Authorization:**

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**No binding obligation:**

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Name:

Date:

Please enclose self-attested Aadhar card and Pan Card (if available)

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organization of  
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Private & Confidential

Date: 14<sup>th</sup> December 2021

To,

Candidate name: KAVYA M

College name: CMR University

Congratulations!

We thank you for taking the time to attend the interview process of KPMG Global Services Private Limited (KGS). The Firm is a global delivery centre for KPMG Member Firms across the globe.

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All of the above, including the compensation components, have been explained to you by the Firm.

Please review this letter and return a signed copy as a token of your acceptance.

For KPMG Global Services Private Limited (KGS)

Accepted and Agreed

---

Anuricha Chander

Associate Partner

---

Name: KAVYA M

Date:

RBuilding No.10 registered Office

6th Floor, Tower C  
DLF Cyber City, Phase II  
Gurugram - 122 002, Haryana **KPMG Global Services Private Limited, an Indian private limited company and a member firm of KPMG global organization of independent member firms affiliated with KPMG International Limited, a privateEnglish limited by guarantee company CIN U74140HR2010PTC041413**  
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Date: 14<sup>th</sup> December 2021

To,

Candidate name: MUAAMAR ABDULSALAM MUTHANNA SALEH

College name: CMR University

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For KPMG Global Services Private Limited (KGS)

Accepted and Agreed

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Anuricha Chander  
ABDULSALAM MUTHANNA SALEH

Associate Partner

---

Name: MUAAMAR

Date:

RBuilding No.10 egistered Office

6th Floor, Tower C  
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Date: 14<sup>th</sup> December 2021

To,

Candidate name: NAVEEN L

College name: CMR University

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For KPMG Global Services Private Limited (KGS)

Accepted and Agreed

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Anuricha Chander

Associate Partner

---

Name: NAVEEN L

Date:

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Date: 14<sup>th</sup> December 2021

To,

Candidate name: PRASHANTH G V

College name: CMR University

Congratulations!

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For KPMG Global Services Private Limited (KGS)

Accepted and Agreed

---

Anuricha Chander

Associate Partner

---

Name: PRASHANTH G V

Date:

RBuilding No.10 egistered Office

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Date: 14<sup>th</sup> December 2021

To,

Candidate name: PRASHANTH P

College name: CMR University

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For KPMG Global Services Private Limited (KGS)

Accepted and Agreed

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Anuricha Chander

Associate Partner

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Name: PRASHANTH P

Date:

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Date: 14<sup>th</sup> December 2021

To,

Candidate name: PRIYANKA N

College name: CMR University

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For KPMG Global Services Private Limited (KGS)

Accepted and Agreed

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Anuricha Chander

Associate Partner

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Name: PRIYANKA N

Date:

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Date: 14<sup>th</sup> December 2021

To,

Candidate name: ROHULLAH OMAR

College name: CMR University

Congratulations!

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For KPMG Global Services Private Limited (KGS)

Accepted and Agreed

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Anuricha Chander

Associate Partner

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Name: ROHULLAH OMAR

Date:

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KPMG Global Services  
Private Limited, an  
Indian private limited  
company and a member  
firm of KPMG global  
organization of  
independent member  
firms affiliated with  
KPMG International  
Limited, a private  
English company  
limited by guarantee  
CIN  
U74140HR2010PTC04  
1413 Registered Office:  
Building No.10 6th  
Floor, Tower C DLF  
Cyber City, Phase II  
Gurugram Haryana - 122 002,



Telephone +91 80 6132 6100  
Internet www.in.kpmg.com/in  
Email indiawebsite@kpmg.com

**KPMG Global Services Private Limited**  
RMZ Ecoworld  
2nd Floor, Campus 7  
Devarabeesanahalli, Outer Ring Road  
Bangalore 560 103 Karnataka India

Private & Confidential

Date: 14<sup>th</sup> December 2021

To,

Candidate name: SACHIN J

College name: CMR University

Congratulations!

We thank you for taking the time to attend the interview process of KPMG Global Services Private Limited (KGS). The Firm is a global delivery centre for KPMG Member Firms across the globe.

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All of the above, including the compensation components, have been explained to you by the Firm.

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For KPMG Global Services Private Limited (KGS)

Accepted and Agreed

---

Anuricha Chander

Associate Partner

---

Name: SACHIN J

Date:

Registered Office

6th Floor, Tower C  
DLF Cyber City, Phase II  
Gurugram - 122 002, Haryana **KPMG Global Services Private Limited, an Indian private limited company and a member firm of KPMG global organization of independent member firms affiliated with KPMG International Limited, a private English limited by guarantee company CIN U74140HR2010PTC041413**  
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Date: 14<sup>th</sup> December 2021

To,

Candidate name: SAIMA KHAN

College name: CMR University

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For KPMG Global Services Private Limited (KGS)

Accepted and Agreed

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Anuricha Chander

Associate Partner

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Name: SAIMA KHAN

Date:

Registered Office

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DLF Cyber City, Phase II  
Gurugram - 122 002, Haryana **KPMG Global Services Private Limited, an Indian private limited company and a member firm of KPMG global organization of independent member firms affiliated with KPMG International Limited, a private English limited by guarantee company CIN U74140HR2010PTC041413**  
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Date: 14<sup>th</sup> December 2021

To,

Candidate name: SHAIKH FARHAN BASHA

College name: CMR University

Congratulations!

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For KPMG Global Services Private Limited (KGS)

Accepted and Agreed

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Anuricha Chander  
BASHA

Associate Partner

---

Name: SHAIKH FARHAN

Date:

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Date: 14<sup>th</sup> December 2021

To,

Candidate name: SHIV NARAYAN TRIPATHI

College name: CMR University

Congratulations!

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For KPMG Global Services Private Limited (KGS)

Accepted and Agreed

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Anuricha Chander  
TRIPATHI

Associate Partner

---

Name: SHIV NARAYAN

Date:

RBuilding No.10 egistered Office

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Date: 14<sup>th</sup> December 2021

To,

Candidate name: SHUBHAM APPUGOL

College name: CMR University

Congratulations!

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For KPMG Global Services Private Limited (KGS)

Accepted and Agreed

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Anuricha Chander

Associate Partner

---

Name: SHUBHAM APPUGOL

Date:

Registered Office

6th Floor, Tower C  
DLF Cyber City, Phase II  
Gurugram - 122 002, Haryana **KPMG Global Services Private Limited, an Indian private limited company and a member firm of KPMG global organization of independent member firms affiliated with KPMG International Limited, a private English limited by guarantee company CIN U74140HR2010PTC041413**  
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Date: 14<sup>th</sup> December 2021

To,

Candidate name: SNEHA ANDREW

College name: CMR University

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For KPMG Global Services Private Limited (KGS)

Accepted and Agreed

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Anuricha Chander

Associate Partner

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Name: SNEHA ANDREW

Date:

RBuilding No.10 egistered Office

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Date: 14<sup>th</sup> December 2021

To,

Candidate name: SUDHEENDRA P KULKARNI

College name: CMR University

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For KPMG Global Services Private Limited (KGS)

Accepted and Agreed

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Anuricha Chander  
KULKARNI

Associate Partner

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Name: SUDHEENDRA P

Date:

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Date: 14<sup>th</sup> December 2021

To,

Candidate name: SUSHMA D R

College name: CMR University

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For KPMG Global Services Private Limited (KGS)

Accepted and Agreed

---

Anuricha Chander

Associate Partner

---

Name: SUSHMA D R

Date:

RBuilding No.10 egistered Office

6th Floor, Tower C  
DLF Cyber City, Phase II  
Gurugram - 122 002, Haryana **KPMG Global Services Private Limited, an Indian private limited company and a member firm of KPMG global organization of independent member firms affiliated with KPMG International Limited, a privateEnglish limited by guarantee company CIN U74140HR2010PTC041413**  
:





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Internet www.in.kpmg.com/in  
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**KPMG Global Services Private Limited**  
RMZ Ecoworld  
2nd Floor, Campus 7  
Devarabeesanahalli, Outer Ring Road  
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Private & Confidential

Date: 14<sup>th</sup> December 2021

To,

Candidate name: SWAROOP N

College name: CMR University

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For KPMG Global Services Private Limited (KGS)

Accepted and Agreed

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Anuricha Chander

Associate Partner

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Date:

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Private & Confidential

Date: 14<sup>th</sup> December 2021

To,

Candidate name: UMA SHANKAR DASH

College name: CMR University

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For KPMG Global Services Private Limited (KGS)

Accepted and Agreed

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Anuricha Chander

Associate Partner

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Name: UMA SHANKAR DASH

Date:

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Date: 14<sup>th</sup> December 2021

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Candidate name: USHA B N

College name: CMR University

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For KPMG Global Services Private Limited (KGS)

Accepted and Agreed

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Anuricha Chander

Associate Partner

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Name: USHA B N

Date:

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Date: 14<sup>th</sup> December 2021

To,

Candidate name: VAISHNAVI S

College name: CMR University

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For KPMG Global Services Private Limited (KGS)

Accepted and Agreed

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Anuricha Chander

Associate Partner

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Name: VAISHNAVI S

Date:

Registered Office

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Date: 14<sup>th</sup> December 2021

To,

Candidate name: VAMSHIKRISHNA T A

College name: CMR University

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For KPMG Global Services Private Limited (KGS)

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Anuricha Chander

Associate Partner

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Date: 14<sup>th</sup> December 2021

To,

Candidate name: VANDANA R

College name: CMR University

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Accepted and Agreed

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Anuricha Chander

Associate Partner

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Name: VANDANA R

Date:

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Date: 14<sup>th</sup> December 2021

To,

Candidate name: YESHASHWINI A

College name: CMR University

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Anuricha Chander

Associate Partner

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You hereby give explicit consent and authorize the Firm and its third-party agent/s to initiate verification of information provided in your resume and application of employment from the date of signing the letter, to conduct enquiries as may be necessary, at the Firm's discretion. You also authorize former employers, agencies, educational institutes that may have information relevant to your employment/education to disclose it to the Firm or its agents and representatives. You release all persons from liability on account of such disclosure.

You hereby give consent to KGS to initiate and conduct the current employment verification post expiry of five working days from accepting the Offer Letter/Letter of Intent or 10 working days before the date of joining as mentioned in the Offer Letter/Letter of Intent, whichever is earlier.

**No binding obligation:**

Please note that this Letter of Intent is intended to serve only as a mutual expression of the intentions of the parties, and the parties shall not be legally obligated with respect to the contemplated offer unless and until a formal and definitive offer is agreed upon, approved by the authorized company officials, whereupon the provisions of the definitive offer will supersede this Letter of Intent.

Name:

Date:

Please enclose self-attested Aadhar card and Pan Card (if available)

KPMG Global Services  
Private Limited, an  
Indian private limited  
company and a member  
firm of KPMG global  
organization of  
independent member  
firms affiliated with  
KPMG International  
Limited, a private  
English company  
limited by guarantee  
CIN  
U74140HR2010PTC04  
1413 Registered Office:  
Building No.10 6th  
Floor, Tower C DLF  
Cyber City, Phase II  
Gurugram Haryana - 122 002,



Telephone +91 80 6132 6100  
Internet www.in.kpmg.com/in  
Email indiawebsite@kpmg.com

**KPMG Global Services Private Limited**  
RMZ Ecoworld  
2nd Floor, Campus 7  
Devarabeesanahalli, Outer Ring Road  
Bangalore 560 103 Karnataka India

Private & Confidential

Date: 14<sup>th</sup> December 2021

To,

Candidate name: YOGESHKUMAR V

College name: CMR University

Congratulations!

We thank you for taking the time to attend the interview process of KPMG Global Services Private Limited (KGS). The Firm is a global delivery centre for KPMG Member Firms across the globe.

Subsequent to the interview process, we are pleased to confirm our intent to offer you the position of Associate 1 in the Tax business unit at KGS with a total compensation of INR 5,50,000 PA fixed (Five lakh per annum only).

Your anticipated joining date is between April -June 2022 at Bangalore/Kochi any of our office location. In case you are unable to join the Firm by May-June 2022, this letter of intent will stand cancelled and withdrawn. Your appointment is subject to you executing the formal appointment letter from the Firm and the terms and conditions therein.

**This letter confirms our intent to offer with respect to your employment, subject to clearance of your background check and your residential address falling under coverage of our transport "Hiring Zone".**

You agree to keep the terms of the letter confidential and agree not to share them with anyone except your immediate family, and financial and legal advisors.

All of the above, including the compensation components, have been explained to you by the Firm.

Please review this letter and return a signed copy as a token of your acceptance.

For KPMG Global Services Private Limited (KGS)

Accepted and Agreed

---

Anuricha Chander

Associate Partner

---

Name: YOGESHKUMAR V

Date:

RBuilding No.10 egistered Office

6th Floor, Tower C  
DLF Cyber City, Phase II  
Gurugram - 122 002, Haryana **KPMG Global Services Private Limited, an Indian private limited company and a member firm of KPMG global organization of independent member firms affiliated with KPMG International Limited, a privateEnglish limited by guarantee company CIN U74140HR2010PTC041413**  
:





Telephone +91 80 6132 6100  
Internet www.in.kpmg.com/in  
Email indiawebsite@kpmg.com

**KPMG Global Services Private Limited**  
RMZ Ecoworld  
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Date: 14<sup>th</sup> December 2021

To,

Candidate name: YASHAVANTHA B R

College name: CMR University

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**This letter confirms our intent to offer with respect to your employment, subject to clearance of your background check and your residential address falling under coverage of our transport "Hiring Zone".**

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For KPMG Global Services Private Limited (KGS)

Accepted and Agreed

---

Anuricha Chander

Associate Partner

---

Name: YASHAVANTHA B R

Date:

Registered Office

6th Floor, Tower C  
DLF Cyber City, Phase II  
Gurugram - 122 002, Haryana **KPMG Global Services Private Limited, an Indian private limited company and a member firm of KPMG global organization of independent member firms affiliated with KPMG International Limited, a private English limited by guarantee company CIN U74140HR2010PTC041413**  
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**KPMG Global Delivery Centre Private Limited**

RMZ Ecoworld,  
6<sup>th</sup> Floor, Campus 7,  
Devarabeesanahalli, Outer Ring Road,  
Bengaluru - 560 103, India

Telephone: +91 80 6132 6100

**04 July 2022**

Dear Prashanth GV

On behalf of **KPMG Global Delivery Center Private Limited** (the 'Company'/ 'Firm'/ 'Employer'), I am pleased to offer you the position of **Associate 1 in Audit** with the Company. You will be reporting to **Rohit Jindal** or such other person as authorized by the Company.

Your employment shall commence with effect from your actual date of joining. In the event you fail to join latest by **29 August 2022**, this employment agreement ('Agreement') shall stand terminated.

You shall be on probation for a period of six (6) months (the 'Probation Period') from your actual date of joining. During the Probation Period, your Compensation and Other Entitlements, if any, shall be in accordance with the Company's Personnel Policy, for the time being in force ('Company Policy'). At the end of the Probation Period, the Company may confirm your services, subject to your performance meeting the requisite standard, by issuing a confirmation letter (the 'Confirmation Letter'). The Company may at its discretion, extend the probationary period for a further period if the situation demands. Until such Confirmation Letter is issued, you are deemed to be on probation.

**Provisional Offer**

The offer is conditional upon you being eligible to work in India. It will be your responsibility to ensure that you continue to be eligible to work in India during the course of your employment. This offer is subject to the successful completion of the academic course which you are currently pursuing..

The offer also is subject to your completion of, to the Company's satisfaction, comprehensive background screening procedures, including without limitation, education, employment, residence, identity and other verifications; criminal records and civil database checks; and various compliance authority checks. You agree to provide to the Company and/or any background screening service provider of the Company all information necessary to conduct such background screening procedures within 5 days, and hereby represents and warrants that such information provided is and will be accurate and complete. You further consent to the collection, storage and independent verification of the information provided to the Company and/or any background screening service provider of the Company by the Employee for such



employment purposes in terms of Clause 12 of this Agreement.

In the event it is discovered at any stage that any information/particulars and/or details provided by you are incorrect and/or any material information has been withheld/suppressed by you, the same shall constitute breach of discipline and your services will be liable to be terminated with immediate effect without notice and with no liability to make any further payment to you.

The terms and conditions of your employment with the Company shall be as follows:

## 1. Your General Duties

- 1.1. Your immediate Performance Manager will communicate the details of your role and work responsibilities in the initial weeks of joining the Company. During your employment, the Company may require you to work on any project that you are assigned to, or any technical platforms/ skills and nature of the project, in differentiated work timings, at designated workspace and location as may be decided by the Company.
- 1.2. In addition to the roles and work responsibilities, you hereby undertake to, at all times:
  - a. Comply with Independence and Risk Policies applicable to personnel in all functions. The joining pack and welcome mail from your Human Resources Manager will provide you with all the information you need as a new joiner to be independent in your personal financial relationships. The Company's independence and risk policies apply to personnel in all functions irrespective of the entity to which you belong to. Additional restrictions apply to partners and directors as per local regulations. You are requested to familiarize yourself with the Company's independence and other risk policies on joining and complete the related procedures within the timelines set out for each. In the event you do not comply with our independence and risk policies and procedures, you may be subject to disciplinary action including financial penalties including termination of your employment under Clause 11 below. Please refer to Annexure 3 for further details.
  - b. Comply with Prevention of Insider Trading policy- you shall not, without prior written permission of the Company, purchase, sell or deal in, at any time either during your employment with the Company or thereafter, any securities issued by any past, present or prospective customer/client of the Company in respect of which you have obtained privileged information by virtue of or in connection with your employment with the Company.
  - c. Comply with the Company's policies at all times and to abide by the provisions of the policies as amended from time to time. Any non-compliance or breach will be subject to disciplinary action pursuant to Clause 11 below. The terms of the Company's policies shall form part and parcel of this Agreement.



- d. Comply with Social Media Policy: You shall ensure compliance with the Social Media policy of the Company as amended from time to time. Additionally, it is important that you use only the correct legal name of the entity with which you are employed on all the social media platforms. Any non-compliance of the Social Media policy of the Company, including any direct or indirect reference to an entity name, other than the name of your employer at the relevant time, shall be construed as a misconduct in terms of the Company's policies and shall be subject to the Company's disciplinary process.
- e. Disclosure and Personal Conflicts: In addition to your obligations under the Company's policies, you shall ensure that there is no personal conflict in performance of your duties, and you shall promptly notify the Company in case you perceive any personal conflict while discharging any of your duties. Further, you shall ensure that you comply with all Company's policies at all times in this regard. 'Personal Conflict' shall mean where an employee has a personal connection with the client/target/sub-contractor/vendor/supplier, etc., which may interfere, or may be perceived to interfere, with their ability to remain objective/independent, or where they are personally in possession or have access to confidential information relating to any party or transaction and which can be used to gain any undue advantage or benefit in respect of which the employee is involved or likely to be involved for provision of services. Any non-compliance of this clause shall be construed as a misconduct and shall be subject to the Company's disciplinary process.

## 2. Compensation

- 2.1. Your total fixed Compensation shall be INR **550000/- (Rupees Five Lakh)** per annum, payable monthly in arrears as detailed in Annexure 1.
- 2.2. In addition to the basic salary mentioned above, you shall be entitled to certain additional allowances and benefits which are further listed in Annexure 1 and 2 below.
- 2.3. Your next revision shall be in accordance with the merit review cycle and at the sole discretion of the Company.
- 2.4. As per the prevalent policy any employee joining on or before 31st March of the ongoing performance year, will be eligible to be considered for annual fixed salary increase (increment), subject to their rating in respect of the relevant performance year and being in active employment (and not serving notice) of the Company on the date of issuance of the increment letter.
- 2.5. Any employee joining on or before 30 June of the relevant performance year, will be eligible to be considered for the year-end review and performance incentive, subject to their rating in respect of the relevant performance year and being in



active employment (and not serving notice) of the Company on the date of disbursement of performance incentive.

### 3. Working Hours

- 3.1. Your other entitlements, as may be determined by the Company Policy from time to time, shall be as follows:

You will be required to work **(8)** hours a day excluding thirty (30) minutes break for lunch. The Company practices a forty (40) hours workweek. Subject to the applicable law, work timings, schedules and shifts may vary from time to time based on customer service requirements and depending upon exigencies of business, as specified by the Company from time to time. You may be required to work additional hours as appropriate to fulfill the responsibilities of your role.

### 4. Location and Travel

- 4.1. You shall be based in Bangalore and can be transferred to any other office of the Company at any other place or city in India or outside India, as decided by the Company from time to time.
- 4.2. You shall travel to such places, within or outside India, as the Company may from time to time require in relation to the Company's business.

### 5. Leaves and Holidays

- 5.1. You shall be entitled to 22 days (working days) in a performance year in accordance with the Company Policy subject to the applicable law.
- 5.2. In addition to the above, you will also be entitled to statutory holidays, as may be notified in the list of holidays to be issued by the Company at the start of calendar year.
- 5.3. You are also entitled to other leaves such as Well-being/Sick leave, compassionate leave, family caregiver leave etc which are more detailed in the Company's policies.
- 5.4. Maternity Benefits [For Women employees only]: You shall be entitled to maternity leave of 26 weeks (182 days) of which 08 weeks (56 days) can be availed prior to expected date of delivery and 18 weeks (126 days) after the delivery. During such leave, you shall be entitled to your full Compensation along with Other Entitlements that are made available in terms of this Agreement. It is clarified that any claim to the aforementioned maternity benefits shall remain subject to provisions of the Maternity Benefit Act, 1961 as may be amended from time to time.



- 5.5. Leave Beyond Entitlement: If upon termination you have taken more leaves than your entitlement, you will be required to reimburse the Company in respect of the excess days taken and the Company is authorized to make deductions in respect of the same from your final salary payment. In the event such deductions exceed the final salary payment to you, you shall pay such outstanding amount to the Company.

6. Confidential Information

- 6.1. For the purposes of this Agreement, 'Confidential Information' in relation to the Company means:-

- a. trade secrets.
- b. lists or details of its suppliers, their services, or customers and the services and their terms of business.
- c. prices charged to and terms of business with clients.
- d. marketing plans and revenue forecasts.
- e. any proposals relating to the future of Company or any of its business or any part thereof.
- f. details of its employees and officers and of the remuneration and other benefits paid to them.
- g. any company or client data/information/records, company policies and procedures, internal communications, databases, training materials, templates, emails, proposals, engagement letters, etc., corporate plans, management systems, investments, finances, accounts, marketing or sales of any past, present or future products or service, processes, inventions, designs, know how, discoveries, technical/financial specifications and other technical or financial information relating to the creation, production or supply of any past, present or future products or service of the Company, any information given to the Company in confidence by clients/customers, suppliers or other persons and any other information (whether or not recorded in documentary form, or on computer disk or tape) which is confidential or commercially sensitive and is not in the public domain.
- h. any other information which is notified to you as confidential or which by its nature is confidential.





- 6.2. You shall not, either during your employment or at any time thereafter, except as required by law or otherwise specifically approved, use, divulge, copy, quote, refer or disclose to any third party or send, upload, transfer, transmit to yourself on any email address, including by use of official and/or personal email account, external storage devices (e.g. USB, flash drives, SD card, external hard disk), upload on cloud storage (e.g. Google Drive, One Drive etc.), unofficial/unauthorized collaboration sites or third party messaging applications (e.g. Whatsapp, Telegram etc.) or in any other manner whatsoever, any sensitive and/or Confidential Information, whether in whole or in part, which may have come to your possession or knowledge at any time during the course of your employment with the Company. Any non-compliance of this obligation shall be construed as a misconduct in terms of the Company's policies and shall be subject to the Company's disciplinary process. You shall also ensure that you comply with all Company policies at all times in this regard. This clause will cease to apply to information which enters the public domain other than (directly or indirectly) through your act, omission, negligence or fault.
- 6.3. You agree not to use any Confidential Information (as defined above) disclosed to you by the Company or its affiliates, during the course of employment or at any time thereafter, except as required by law, use, divulge or disclose to any person any Confidential Information, which may have come to your knowledge at any time during the course of your employment with the Company. This clause will cease to apply to information which enters the public domain other than (directly or indirectly) through your act, omission, negligence or fault. You agree to take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information of the Company, in order to prevent it from coming in public domain or in the possession of persons other than those persons authorized to have any such information. You further agree to forthwith notify the Company in writing of any actual or suspected misuse, misappropriation or unauthorized disclosure of the Company's Confidential Information which may come to your attention.
- 6.4. You agree, except as otherwise expressly authorized by the Company, not to make any copies or duplicates of any of the Company's Confidential Information. Any materials or documents that have been furnished by the Company to you in connection with the employment relationship shall be promptly returned by you to the Company, accompanied by all the copies of such documentation, with ten days from the (a) termination of employment or (b) written request of the Company.
- 6.5. This obligation shall be valid for the time of the employment relationship as well as after its termination, regardless of the reason for the termination of the Agreement.

## 7. Intellectual Property

- 7.1. You acknowledge that the Company is the absolute, unrestricted and exclusive owner of the Confidential Information or other proprietary technical, financial, marketing, manufacturing, distribution or other business related information or trade secrets of



the Company, including without limitation, concepts, techniques, processes, methods, systems, designs, clients, cost data, computer programs, formulae, and other information used by you in course of your employment with the Company. You shall not in any manner whatsoever, represent and/or claim that you have any interest by way of ownership, assignment or otherwise in the same.

- 7.2. You acknowledge that the Company shall own all rights, title and interest including copyright in any work created by you in course of your employment with the Company. To the extent such rights do not vest immediately in the Company, you agree to and irrevocably and unconditionally assign to the Company all your rights, title and interest including copyright in such works for adequate consideration, receipt whereof you hereby acknowledge. You agree to execute such other documents, as may be required by the Company, for recording the Company as the owner of such works at the Company's cost and expense.

## 8. External Employment Conditions

- 8.1. During the course of your employment, you will not undertake any other employment or engage in any external activities of a commercial nature without prior written approval of the Company. You will be required to effectively carry out all duties, responsibilities and obligations assigned to you by your manager and/or others authorized by the Company to assign such duties and responsibilities. Your performance will be subject to an annual appraisal by your Performance Manager.

## 9. Indemnity

- 9.1. You acknowledge and agree that you shall indemnify and keep the Company indemnified at all times from all losses, costs, expenses and damages caused to or incurred by the Company directly or indirectly due to any breach of the terms of your employment including the Company's policies.
- 9.2. In addition to the above, in case of breach of any of the obligations relating to confidentiality intellectual property rights, the Company will be entitled to obtain appropriate injunctive relief or other equitable remedies against you.
- 9.3. The above rights of the Company are not the sole and exclusive remedy and are in addition to any other rights the Company may have either under law or in contract or by operation of any other policy/document.

## 10. Retirement

- 10.1. The retirement age for the Company currently is 60 years. Please refer to the company's policy for further details.

## 11. Termination



- 11.1. During the Probation Period, the Company may terminate this Agreement without assigning any reasons upon 60 days prior written notice or payment of salary in lieu thereof, at the discretion of the Company. Similarly, during the Probation Period the Employee may also terminate this Agreement without assigning any reasons upon 60 days prior notice in writing or payment by you to the Company of the salary in lieu thereof. In such an event and in addition to 60 days written notice or salary in lieu thereof, the Company shall be entitled to adjust and/or recover from you any joining bonus/sign-on bonus paid to you by the Company at the time of your joining the employment of the Company, as well as the total cost incurred by the Company and/or expenses reimbursed to you by whatever name called (if any), including without limitation, any expense/ cost incurred/expended in connection with your relocation.
- 11.2. Upon your confirmation, either Party shall be free to terminate this Agreement at will and, at any time, with or without cause, upon 60 days prior written notice by the Party desirous of terminating this Agreement or payment of equivalent salary in lieu thereof or a combination thereof, at the discretion of the Company. In case you have received or otherwise entitled to any joining bonus/sign-on bonus and, you exercise the option of terminating this Agreement within the period agreed as per your joining bonus/sign-on bonus letter, or if your employment is terminated by the Company on account of breach of terms of employment and/or policies/procedures applicable to you, you shall be liable to refund to the Company such joining bonus/sign-on bonus as paid to you by the Company which shall be in addition to the 60 days written notice or salary in lieu thereof or a combination thereof. Further, in case any costs have been incurred by the Company or any expenses have been reimbursed to you, including but not limited to any relocation benefits, and you exercise the option of termination this Agreement, or your agreement is terminated by the Company on grounds mentioned above within 12 months of joining, the Company shall in such case also be entitled to adjust and/or recover from you the total cost incurred by the Company and/or expenses reimbursed to you including without limitation, as incurred/expended in connection with your relocation.
- 11.3. In case of termination of employment under Clause 11.1 and 11.2 above, you may be required to go on a paid leave until the end of your notice period at the Company's discretion, which may be adjusted against your leave entitlement, if any, that has accrued and not been taken.
- 11.4. With the exception as laid out in Clause 11.3 above, except where expressly permitted, you shall not be entitled to any leave while serving your notice period under this Agreement.
- 11.5. Notwithstanding anything herein, the Company shall be entitled to terminate this Agreement, without notice and with immediate effect and with no liability to make any further payment to you (other than in respect of amounts accrued due at the date of termination), if you:



- a. fail to satisfactorily complete the Company's background screening checks;
- b. are found to have engaged in any act of misconduct or negligence in the discharge of his/ her duties or in the conduct of the Company's business; or
- c. are found to have engaged in any other act or omission, inconsistent with your duties; or
- d. are found to have engaged in any breach of this Agreement, or the Company Policy or lawful orders given to you by the Company;
- e. are convicted of any criminal offence; or,
- f. fail to adhere to the policies of the Company
- g. are found to have engaged in unauthorized absence beyond a period of three (3) days.

#### 11.6. Return of Property

- a. For the purposes of this Clause 11.6, Property means keys, mobile phone, computer equipment, security access cards, all lists of clients or customers, correspondence and all other documents, papers and records (including, without limitation, any records stored or maintained in any form including by electronic means, together with any codes or implements necessary to give full access to such records), system designs, software designs, software programs (in whatever media), presentations, proposals, specifications or Confidential Information which may have been prepared by you or have come into or passed from your possession, custody or control in the course of your employment.
- b. The Employee shall promptly, whenever requested by the Company and in any event upon receipt of notice of termination or termination of employment under this Clause 11, deliver up to the Company all Property and you shall not retain any copies thereof. Title and copyright in the Property shall vest in the Company.

#### 12. Data Protection and retention

- 12.1. The Company (directly and/or through any service provider) shall process your information for legal, personnel, remuneration, pre-employment vetting, administrative



and management and other such purposes subject to the applicable laws. Furthermore, you hereby explicitly consent to the holding and processing of the personal and sensitive personal data as per KPMG Policy.

- 12.2. During the course of your employment, you agree to comply with any policies issued by the Company from time to time relating to Data privacy/ data retention and data protection.

### 13. Governing Law

- 13.1. This Agreement shall be governed and construed in accordance with the laws of India. The invalidity or unenforceability of any part of this Agreement shall not affect the binding effect of the rest of the Agreement.

### 14. Miscellaneous

- 14.1. Entire Agreement: This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof to the exclusion of all other prior agreements, arrangements or understandings and assurances between the Parties, relating to such subject matter either written or oral. Should any terms of this Agreement conflict with any of the terms of the Company's policy, the terms of the Company's policy shall prevail.
- 14.2. Severability: The various provisions of this Agreement are severable and if any provision or identifiable part of it is held to be invalid, unlawful or unenforceable by any tribunal or court of competent jurisdiction, then such unenforceability shall not affect the enforceability of the remainder of this Agreement which shall continue to be valid and enforceable to the fullest extent permitted by law. In such circumstances, the Employer shall determine in good faith to replace any invalid, unlawful or unenforceable clause or provision with a suitable clause or provision which maintains as far as possible the purpose and effect of this Agreement.
- 14.3. Waiver: No failure or delay on the part of any Party in exercising any right or power under this Agreement shall take effect as a waiver of such right or power under this Agreement.
- 14.4. Survival: Upon termination of this Agreement those sections that by their nature are intended to survive termination, rescission or expiration of this Agreement shall so survive, unless otherwise indicated in this Agreement.

This Agreement shall be concluded and effective on your delivering a signed copy of this Agreement to us, provided that your Compensation and Other Entitlements shall not begin to accrue until you commence work for the Company.



If the terms and conditions of this offer letter are acceptable to you, please signify your acceptance by signing and returning a copy of this letter to the Company on or before 05-07-2022, failing which, this offer stands automatically withdrawn by the Company without any further notice to you.

Yours Sincerely,

for KPMG Global Delivery Center Private Limited

Partho Bandopadhyay  
(Authorized Signatory)

I am pleased to accept the offer contained above.

**Prashanth GV**

(Candidate's Name)



## ANNEXURE-1

### INDICATIVE COMPENSATION PLAN

**Prashanth GV**

**Associate 1**

**Bangalore**

| <b>Compensation Category</b>                | <b>Monthly (in INR)</b> | <b>Annual (in INR)</b> |
|---------------------------------------------|-------------------------|------------------------|
| Basic Salary (a)                            | 20833                   | 300000                 |
| Flexible Compensation (b) *                 | 18333                   | 220000                 |
| Employer Contribution to Provident Fund (c) | 2500                    | 30000                  |
| <b>Total Cost to Company (a+b+c)</b>        | <b>41666</b>            | <b>550000</b>          |

\* Flexible Compensation will include minimum 10% of Basic Salary as HRA

- The above is an indicative break-up of the components
- Employee contribution to Provident Fund will be deducted as per the Employee's Provident Fund & Miscellaneous Provisions Act, 1952, subject to your entitlement and the policy of the Company in that regard.
- Equal amount of PF will be deducted from the Cost to the Company as Employee contribution to Provident Fund.
- Gratuity will be governed by the Payment of Gratuity Act.
- Gratuity and Insurance Premium do not feature in the pay slip.
- You will be eligible for increment as per the Company Policy only if your joining date is on or before March 31 for the current calendar year.
- You will be eligible for performance bonus as per the Company Policy if your joining date is on or before June 30 for the current calendar year. The Company is under no-obligation to operate a bonus scheme and any payment of bonus to you is solely at the Company's discretion.
- Performance Bonus will be payable only subject to your being on the payroll of the Company and not serving notice at the time of disbursement.
- Any amount payable by the Company to you towards Compensation, Other Entitlements and, or, any other payment shall be subject to deduction of withholding taxes and, or, any other taxes under applicable law. All requirements under Indian tax laws, including



tax compliance and filing of tax returns, assessment etc. of your personal income, shall be fulfilled by you.

- Flexible compensation needs be allocated every year basis the components published by the Company.
- Any statutory deduction shall be made as per applicable laws.

## OTHER BENEFITS

|                                                                                  |             |
|----------------------------------------------------------------------------------|-------------|
| <b>Group Medical Insurance:</b> Your family and you are covered to the extent of | INR 400000  |
| <b>Group Personal Accident Insurance:</b> You are covered to the extent of       | INR 6000000 |
| <b>Group Term Life Insurance:</b> You are insured to the extent of               | INR 1500000 |
| <b>Group Term Life in Lieu of EDLI Policy:</b>                                   | Covered     |

On your joining the Company you may refer to the Company's policies for further details on the benefits that are available to you.

Kindly refer to Annexure 2 for a breakup of Flexible components you can choose from.





## ANNEXURE 2

| Compensation Structure                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                    |
|-----------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Fixed Components / Mandatory Components:                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                    |
|                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | <b>Associate 1</b>                                                                                                                                                                                                                                                 |
| A                                                                           | <b>Basic Salary</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 50% of 'Cost to Co.'                                                                                                                                                                                                                                               |
| B                                                                           | <b>Provident Fund</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 12% of basic will be deducted from the basic as the employee's contribution towards PF. An equivalent amount (12% of Basic) will be deducted as the employer's contribution from the balance.                                                                      |
| The balance of 'Cost to Co.' can be structured using the following options: |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                    |
|                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | <b>Associate 1</b>                                                                                                                                                                                                                                                 |
| C1                                                                          | <b>House Rent Allowance</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | ✓                                                                                                                                                                                                                                                                  |
|                                                                             | <p>Ø Minimum 10% of your basic salary will be allocated towards HRA.<br/> Ø Maximum HRA which can be allocated is 50% of your basic salary.</p> <p>If an employee wants to avail house rent allowance, the employee should ensure the compliance of the following:</p> <ol style="list-style-type: none"> <li>1. The employee should furnish a lease deed duly executed by the landlord and tenant, properly witnessed, stamped and notarized. If the period of lease deed is for 12 months or more, it should be registered under the Registration Act.</li> <li>2. The employee should also provide proper rent receipts issued by the lessor, which should be properly stamped and signed.</li> <li>3. The employee should provide PAN of landlord in case monthly rent is more than equal to Rs 8,333/- or Rs 1,00,000/- per annum. (This is as per law)</li> <li>4. The address of the employee given to the Firm and as per the lease deed should be the same.</li> <li>5. Monthly Rent Paid:</li> </ol> |                                                                                                                                                                                                                                                                    |
|                                                                             | <b>Rent Paid</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | <b>Requirement</b>                                                                                                                                                                                                                                                 |
|                                                                             | More than or equal to Rs. 20,000/-                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <ol style="list-style-type: none"> <li>1. Cheque no., cheque date along with Bank Name</li> <li>2. Incase of direct bank transfer, bank payment details such as beneficiary bank a/c no., payment date and payment ref. no.</li> <li>3. PAN of landlord</li> </ol> |
|                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 1. All above three are mandatory to be mentioned on rent receipts.                                                                                                                                                                                                 |
|                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | <b>Associate 1</b>                                                                                                                                                                                                                                                 |
| C2                                                                          | <b>Car Lease Rentals/Insurance</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | X                                                                                                                                                                                                                                                                  |
|                                                                             | -                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                    |

|    |                                                                                                                                                                                                                                                                                                                                                      |                    |
|----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|
|    |                                                                                                                                                                                                                                                                                                                                                      | <b>Associate 1</b> |
| C3 | <b>Andriod / iPhone Handset reimbursement</b>                                                                                                                                                                                                                                                                                                        | <b>X</b>           |
|    | -                                                                                                                                                                                                                                                                                                                                                    |                    |
|    |                                                                                                                                                                                                                                                                                                                                                      | <b>Associate 1</b> |
| C4 | <b>Leave Travel Allowance</b>                                                                                                                                                                                                                                                                                                                        | <b>✓</b>           |
|    | Exemption as per IT Rules. Appropriate proof (Original tickets in case of Rail journey; Original ticket and boarding passes in case of Air-Travel) along with payment proof to be submitted. During the period of LTA, the employee needs to be on approved leaves. (For more details, please refer CTC reimbursement policy under Expense Policies) |                    |
|    |                                                                                                                                                                                                                                                                                                                                                      | <b>Associate 1</b> |
| C5 | <b>Children's Education Allowance</b>                                                                                                                                                                                                                                                                                                                | <b>✓</b>           |
|    | Exemption as per IT Rules.                                                                                                                                                                                                                                                                                                                           |                    |
|    |                                                                                                                                                                                                                                                                                                                                                      | <b>Associate 1</b> |
| C6 | <b>Expenses in pursuit of Education</b>                                                                                                                                                                                                                                                                                                              | <b>✓</b>           |
|    | Subject to prior approval of Performance Manager. Exemption as per IT Rules. Maximum Rs 20,000/- p.a.                                                                                                                                                                                                                                                |                    |
|    |                                                                                                                                                                                                                                                                                                                                                      | <b>Associate 1</b> |
| C7 | <b>Meal Vouchers</b>                                                                                                                                                                                                                                                                                                                                 | <b>✓</b>           |
|    | Meal vouchers up to a maximum of Rs 15,000/- p.a. for all employees, in the monthly denominations of Rs 500/-, Rs 1000/- or Rs 1250/-                                                                                                                                                                                                                |                    |
|    |                                                                                                                                                                                                                                                                                                                                                      | <b>Associate 1</b> |
| C8 | <b>Purchase of computer at home</b>                                                                                                                                                                                                                                                                                                                  | <b>✓</b>           |
|    | Rs 33,333/- p.a. for all employees and for 36 months only (Device cost for Rs 1,00,000/-). (For more details, please refer CTC reimbursement policy under Expense Policies)                                                                                                                                                                          |                    |



## INDEPENDENCE REQUIREMENTS FOR NEW JOINERS

- **What is independence and why is it so important?**
- **Do the independence rules apply to me?**
- **When is my family subject to the rules?**
- **What kinds of investments are prohibited for a 'Member of the Firm'?**
- **What kinds of loans are acceptable?**

### **What Is Independence and Why Is It so Important?**

Auditor Independence avoids interests and relationships that might impair objectivity. The SEC, PCAOB, IESBA, AICPA, ICAI and other regulators/oversight bodies have developed basic standards for determining independence. These standards apply to our audit clients.

### **Do the Independence Rules Apply to Me?**

Independence rules apply to all employees, directors and partners of the Firm. However not all of the rules apply to everyone; so it is necessary to understand the independence rules that apply to you.

Please note that all client-facing personnel in the Firm, their spouses and dependents are governed by the independence policies of the Firm that include restrictions on investments in, and loans to or from, restricted entities. Investments include shares, debentures, bonds, mutual funds, portfolio management schemes, etc. In addition you may have restrictions on other financial interests with restricted entities on insurance policies, credit cards, loans, brokerage and bank accounts and spouse and dependent benefit plans. New Joiners should be in compliance with the Independence policies within 14 days of joining.

Two important technical terms identify those persons who need to maintain independence with respect to the Firm's clients. They are 'Member of the Firm' and 'Covered Person'. As you will see, all Covered Persons are also Members of the Firm, but all Members of the Firm may or may not be Covered Persons.

**'Member of the Firm'** - You are a Member of the Firm if you are a partner or a director or a client facing professional, including senior manager, manager or employee or any other professional who directly markets services, or who consults with an engagement team on a



client-specific matter. This includes people who do not face clients directly but deal with client related data from afar. The only exception to these rules are staff who join Administration, Finance function etc. below the level of Director.

If you are a Member of the Firm you will be restricted from investing in, and receiving loans from or making loans to, restricted entities. Members of the Firm may invest in mutual funds if they are not Covered Persons.

Please note that the term 'Member of the Firm' also includes your immediate family members (spouse and dependents). Details are under - When Is My Family Subject to the Rules?

**'Covered Person'** - You are a Covered Person with respect to a specific client if you (1) participate in the audit engagement, (2) are in the Firm's Chain of Command with respect to the audit engagement; (3) are a partner, director or professional employee having managerial responsibilities who (a) has provided 10 hours or more of non-audit professional services to the audit client for the period beginning on the date such services are first provided and ending on the date of the auditors' report on the financial statements for the fiscal year during which those services are provided, or (b) expects to provide any non-audit professional services to the audit client on a recurring basis; or (4) are a partner or client facing director in the same ' office ' in which the lead audit engagement partner primarily practices in connection with the audit engagement at an issuer level. The term 'Covered Person' also includes immediate family members, as explained in the section titled 'When Is My Family Subject to the Rules?' The Covered Person concept applies to bank accounts, brokerage accounts, insurance products, credit cards, housing and student loans, employment relationships of your family, investments of your spouse or dependents in their employee benefit plans of restricted entities, and investment in mutual funds.

### **When Is My Family Subject to the Rules?**

If you are a Member of the Firm or a Covered Person, your spouse, spousal equivalent and dependents \* , whether or not related, are also considered Members of the Firm or Covered Persons. These individuals are called **' immediate family members '** in the independence rules and they are subject to the same independence rules that apply to you. This means their investments, loans, all bank accounts, current and savings accounts, brokerage accounts, insurance policies, credit card balances, spouse or dependent employee benefit plans may affect your independence.

\* Dependents are persons and/or their spouses who received more than 50% of their financial support in the past 12 months from you.

In certain instances your **'close family members'** —immediate family members plus your non-dependent parents, non-dependent children and siblings—are also subject to the independence rules. A close family member's employment with an audit client in an accounting role or a financial reporting oversight role, a material and known investment in, or control of an audit



client, may impair the Firm's independence.

### **What Kinds of Investments Are Prohibited For a 'Member of the Firm'?**

As a Member of the Firm, you (and your immediate family members) generally may not own (or be committed to acquire) any direct or material indirect financial interest in a restricted entity. Examples of financial interests include equity and preference shares, debentures, bonds and deposits, shares in a mutual fund, partnership units, stock rights, options or warrants to acquire an interest in an entity, or rights of participation such as puts, calls, or straddles.

In addition:

If you own or your immediate family member owns shares in a mutual fund that is an audit client or in a non-client mutual fund that is advised, sponsored, or managed by an audit client or a subsidiary of an audit client for which you are a Covered Person, you have a direct financial interest in that client, and that is prohibited.

- You are not permitted to join an investment club, or participate in a Portfolio Management Scheme. Similarly, you may not invest in controlled joint ventures or partnerships unless those entities follow the Firm's independence rules with respect to their investments.
- Beneficial interests in trusts and interests in retirement plans or stock option plans of former employers are subject to the restrictions applicable to financial interests.

### **What Kinds of Loans Are Acceptable?**

If you are a Covered Person, you and your immediate family members may not obtain loans from SEC financial institution audit clients for which you are a Covered Person. However, certain types of loans are permitted and other loans already in existence may be grandfathered. Personal loans from SEC audit clients of the Firm are not permitted for all Covered Persons. These loans cannot be grandfathered.



## **Annexure**

### **Sign On Bonus**

**04 July 2023**  
**Prashanth GV**

Subject :- Sign-on bonus

Dear Prashanth GV,

In addition to our offer dated 04 July 2023, we are pleased to add the following components to your compensation.

You are entitled to receive INR 50000/- (Rupees Fifty Thousand) as sign on bonus to be paid to you in the following 1 tranches.

- INR 50000/- (Rupees Fifty Thousand) - payable at successful completion of 12 months.

Please note, the above-mentioned sign on bonus will be recovered in the event of your resignation within 24 months of joining the Company.

Save and except the aforesaid, all other terms & conditions of your employment shall remain unchanged and accordingly this letter shall form part and parcel of your employment contract.

All payments shall be subject to deduction of tax at source as per applicable tax laws.

We would like to take this opportunity of welcoming you and wishing you every success in your career with us.

Yours sincerely  
For KPMG Global Delivery Center Private Limited

Partho Bandopadhyay  
(Authorized Signatory)

I accept the Sign-on terms contained above.



**Prashanth GV**

(Candidate's Name)



## **ADDENDUM TO OFFER LETTER DATED 03 July 2023.**

This Addendum is made and entered into as of 28 August 2023 by and between KPMG Global Delivery Center Private Limited and Divya S to amend the Offer Letter dated 03 July 2023 between the Parties which is incorporated herein by reference. All capitalized terms not otherwise defined herein shall have the meaning given to them in the Offer Letter.

KGS and the Candidate are collectively referred to "Parties" and individually as "Party"

**WHEREAS** the KGS has issued an Offer Letter to the Candidate dated 03 July 2023

**AND WHEREAS** the Parties agree to amend terms and conditions of the Offer Letter by way of this Addendum;

**NOW, THEREFORE**, in consideration of the covenants and agreements set forth herein, the Parties hereby agree as follows:

1. Further Clause 2.5. of the said Offer Letter shall be replaced with the following clause:

*"Any employee joining on or before 30 June of the relevant performance year, will be eligible to be considered for the year-end review but will not be entitled to performance incentive in first performance cycle. However, performance incentive will be applicable in the second performance year subject to their performance rating in respect of the relevant performance year and being in active employment (and not serving notice) of the Company on the date of disbursement of performance incentive.*

*During the first performance year the Employee will be eligible for a sign-on/retention bonus in lieu of the performance incentive. The sign-on/retention bonus will be paid to you as per the schedule defined in the sign-on/retention bonus letter issued to you along with the offer letter.*

*The amount will be payable only if the Employee is not under any active performance improvement plan. If the Employee is under an active performance improvement plan, this amount will be payable only upon the Employee successfully clearing the performance improvement plan.*

2. The following clause is hereby incorporated within Clause titled "Provisional Offer" in the Offer Letter:

*"The offer is also conditional upon you successfully completing the academic course that you are currently pursuing."*

*"The offer is also conditional upon you to relocating on/before the date of joining to an address where transport / cab facility provided by KGS is available. In the event you failed to relocate before the date of joining, the same shall constitute breach of discipline and your offer will be liable to be rescinded / services will be liable to be terminated."*





*All payments are subject to tax deduction at source in accordance with applicable tax laws."*

Except as amended by this Addendum, all other terms and conditions of the Offer Letter are unchanged and shall remain in full force and effect. Should any terms of this Addendum conflict with any of the terms of the Offer Letter, the terms of this Addendum shall prevail.

The parties have caused this Addendum to be executed by their duly authorized representatives.

for KPMG Global Delivery Center Private Limited

Partho Bandopadhyay  
(Authorized Signatory)

I am pleased to accept the offer contained above.

**Prashanth GV**  
(Candidate's Name)



## **Annexure**

### **Welcome Allowance**

**04 July 2023**

**Prashanth GV**

Subject – First employment welcome allowance

At KGS, we believe that the first employment is a very important transition for every individual. In our endeavor to make this transition smooth and memorable, we welcome all colleagues who are stepping into their first job with a one-time welcome allowance of INR 12,000 (Rupees twelve thousand only), in addition to the compensation mentioned in the Annexure 1. This allowance is subject to amendment in line with the organizational policy. The aforesaid amount will be paid in the subsequent month's payroll, subject to the current policy applicable at the date of disbursement.

All payments shall be subject to deduction of tax at source as per applicable tax laws.

Yours sincerely  
for KPMG Global Delivery Center Private Limited

Partho Bandopadhyay  
(Authorized Signatory)

I am pleased to accept the offer contained above.

**Prashanth GV**

(Candidate's Name)





## Welcome to Wipro's Work Integrated Learning Program ("WILP")

**Work Integrated Learning Programme**  
**Wipro Limited, Dodda Kannelli**  
**Sarjapur Road, Bengaluru - 560 035.**  
**Phone: (080) 28440011/12, Fax: (080) 28440256**

Dear KRISHNA PRIYA,

### **Sub: Enrolment letter to Wipro's Work Integrated Learning Program ("WILP") as Scholar Trainee – Work Integrated Learning Program**

Welcome to WILP!

With reference to your application, it is our pleasure to enroll you as a Scholar Trainee – Work Integrated Learning Program. This is a scholarship program customized as a robust academic and training program which will enable you to obtain M-Tech degree from one of the premier engineering institution / University in India.

The duration of the academic program shall be 48 months from the **date of enrolment to the academic program**. You will be enrolled into the academic program within 12 months from date of joining. Your date of joining will be intimated through a separate communication.

We hope you enjoy the learning with WILP and have an enriching experience being a part of Wipro Limited ("Wipro or "Company").

Please read through the terms and conditions of your enrolment as provided below.

We look forward to having a long and fruitful relationship with you at WILP, Wish you all the best!

Yours sincerely,  
For **Wipro Limited**,

**Aparna Shailen**  
**General Manager - Human Resources**

#### **Endorsement**

I accept the enrolment and the terms and conditions thereof as specified below. I shall report for undergoing study on

#### **Terms & Conditions of Scholarship**

##### **1. PROFILE:**

You have been selected to be a part of Wipro's WILP and are enrolled as a Scholar Trainee- Work Integrated Learning Program. Upon joining WILP, you will have to undergo a "Project Readiness Program" ('PRP') that prepares you to participate in projects at the Company as part of this learning program. This robust academic program will also enable you to obtain **M-Tech degree from one of the premier engineering Institution / University** upon successful completion of the course.

##### **2. DURATION:**

The duration of your academic program will be for a period of 48 months from the date of enrolment to the academic program. You will be enrolled into the academic program within 12 months from date of joining. Unless the Company extends the period of your study in writing, which is done solely at the discretion of the Company, your enrolment would automatically terminate at the end of the stated 48 months.

In case the Company extends the academic period (in writing) you will continue to be enrolled as a Scholar Trainee – Work Integrated Learning Program with WILP.

### 3. Appointment details:

We provide support to our global customers through various Company locations in India to suit customer requirements by operating 24x7. You would be operating from any of these locations and in any of the shifts, including night shift, as may be decided by the Company, keeping in mind the business needs and deliverables to customers.

### 4. Scholarship/Stipend and Benefits

During your period of enrolment, you would be entitled to a consolidated monthly scholarship.

Apart from the monthly scholarship, the Company will provide you with life & accidental insurance that would include a cover for you, the premium / cost will be taken care of by Wipro. This is a voluntary benefit offered by the Company and the details of the same are listed below.

- i. A Group Personal Accident Insurance (GPAI) coverage of **Rs.12,00,000/-**. You could also choose to get additional coverage for a nominal and highly negotiated premium. More details on the policy are available in My Policies section in myWipro, the HR portal at Wipro.
- ii. Group Life Insurance coverage of **Rs.14, 00,000/-**. This sum insured is inclusive of cover as per EDLI (Employee Deposit Linked Insurance). You can also get an extra coverage for a nominal and highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

In addition to the above, you are also eligible for medical insurance cover towards hospitalization.

You are eligible for a floater coverage of Rs.2,00,000/- per annum for family (self, spouse & children) towards hospitalization. There will be a deduction from your monthly scholarship/stipend depending on your marital/family status towards the base sum insured premium. 10% of the claim amount would need to be borne by the employee/Scholar trainee.

Base Medical insurance is to be availed by the employee as default. It is accounted for in deductions as a nominal monthly charge. Top-Up cover is voluntary and charged as applicable during renewal timelines.

If you wish to enhance the coverage, a top up cover option is also available for a highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

The below table lists down your scholarship details:

| Period      | Scholarship | ESI | Consolidated Scholarship (Rs. Per Month) |
|-------------|-------------|-----|------------------------------------------|
| First year  | 15000       | 488 | 15,488/- (*)                             |
| Second year | 17000       | 553 | 17,553/- (*)                             |
| Third year  | 19000       | 618 | 19,618/- (*)                             |
| Fourth year | 23000       | 0   | 23,000/- (*)                             |

(\*) You shall be responsible for payment of all statutory contributions, taxes, dues and levies as may be required under the relevant laws including contributions under Employees' State Insurance Corporation Act (**at 0.75% of your Scholarship**) as and when applicable to you. Such contributions, taxes, dues and levies where required, shall be deducted from your Scholarship and benefits according to applicable laws and regulations.

Your fourth-year scholarship will continue until completion of your M-Tech program. Your enrolment into the MTech academic program within 12 months from date of joining.

You shall be eligible to receive a onetime "joining bonus" of Rs.75,000 after you join Wipro along with your first month salary. All applicable taxes on the payment of this amount will be borne by you. Please note in the event you leave the organization within 12 months from the date of joining, payment processed under Joining bonus shall be recovered from the employee at the time of exit.

The enhancement of the scholarship at the end of each academic year of study will be at the discretion of the Company and subject to your satisfactory progress of study, acquisition of skills, behavior, regularity and punctuality in attendance. Your continued enrolment in the course, will be at the discretion of the Company, and is subject to satisfactory academic performance and other requirements as prescribed in the WILP portal.

In case your project performance at any stage is not found to be at par with the requirement of WILP, then you would be placed on performance improvement program (PIP). If you fail to successfully complete the PIP, the Company may at its sole discretion discontinue your enrolment in the WILP program.

#### **Book Allowance:**

A Book Allowance of Rs.1,250/- will be provided to you per semester. This allowance will be given every semester except the last semester when you will be engaged in dissertation. The allowance will be paid to you centrally along with your scholarship during the course of each semester. The allowance will be subject to tax. Book allowance is applicable and paid only when you are registered for the semester.

#### **5. Training Agreement:**

- i. This letter of enrolment is subject to the execution of a training agreement in the prescribed proforma with Wipro Limited, Sarjapur Road, Doddakannelli, Bengaluru-560035 on or before joining the program ("Training Agreement").
- ii. This Training agreement shall be for a total period of 60 Months where you will be mentored for developing your skills and knowledge. This included technical training, in various formats, both online and offline and practical experience in various projects. The Company invests on your behalf for the cost of these trainings. Should you discontinue the WILP program or your enrolment with WILP is cancelled for any reason whatsoever before the completion of 60 months from the date of joining, the training expenses of Rs.75,000/-(Rupees Seventy five thousand only) will have to be paid by you as detailed in the Training Agreement.

#### **6. PROJECT READINESS PROGRAM (PRP)**

Upon enrolment, you will have to undergo a Project Readiness Program (PRP) to prepare you to participate in projects. This is offered by Wipro's - Talent Transformation Department to all campus and off-campus selects. The broad objective of PRP is to equip you with the necessary knowledge and skills that will enable you to start working on real-life project work which is an integral part of the WILP.

#### **7. Regulations of Academic study:**

- i. You will be enrolled for M-Tech program with a renowned institution ("University") that collaborates with Wipro for WILP.
- ii. Course specialization includes but is not limited to Software Systems, Software Engineering, Information Technology, Computing Systems and Infrastructure Management, Data Analytics, IoT, Cloud, Digital & Cyber security, Embedded Systems.
- iii. Your specialization and enrolment would be decided based on prevailing business requirements and decision of the Company is final and binding.
- iv. You will not be able to change Specialization track after enrolment.
- v. Overall program duration is 4 years from date of enrolment of academic program.
- vi. As per the program structure, a WILP Scholar trainee will register and pursue 4 to 6 courses per semester over 7 semesters.
- vii. You will be required to submit a project work / dissertation in your final semester (8<sup>th</sup> semester of your program). This will enable you to advance your professional capabilities by applying concepts and techniques in projects.
- viii. Each course has multiple evaluation components. This includes an assignment component, quiz, mid-semester examination and comprehension examination. All evaluation components are mandatory for securing a pass grade in a course as prescribed by the partnering institution.

- ix. Contact classes are organized as per the handout and calendar prepared and shared by the University at the beginning of each semester. In the normal course, one session of 2 hours duration per course per contact class is organized.
- x. You will be called upon to undergo studies during the hours and days as may be fixed by the Company from time to time. Normally, the study hours would be from 9:00am to 6:00pm
- xi. The faculty will take attendance/circulate attendance sheets for every session. It is your responsibility to ensure that your attendances are recorded properly.
- xii. WILP Scholar trainees are expected to be on time for every session. Punctuality is non-negotiable and the faculty reserves the right to deny entry and attendance to late comers.
- xiii. Attending 75% of contact session is mandatory for each course to appear for examinations.
- xiv. Not attending classes for reasons like medical/on the job training /late coming/personal problems and other similar reasons would be treated as absenteeism.
- xv. Scholar trainees who fail to meet the minimum attendance criteria will not qualify for comprehension exams for any of the registered courses in that semester.
- xvi. For any reason, you are not able to meet the minimum attendance criteria or not complete the mandatory assignments / quiz / examinations in any semester, you are required to repeat the same semester as and when the next batch is organized. In such cases, rules and regulations governing academic programs at that time would be applicable. In addition, additional semesters fees are to be borne by you as prescribed by the University.
- xvii. At the end of each semester, the performance of each Scholar Trainee in a course, is specified as a letter grade which is obtained through a Relative Grading procedure
- xviii. Any Scholar trainee securing 3 or more cumulative fail grade at any point in time will be expelled from WILP Program.
- xix. The 8th semester of study is fully devoted for dissertation / project work
- xx. If a Scholar trainee's CGPA is less than 5.5, the Scholar trainee will not be permitted to register for the dissertation. He/she has to re-appear for exams and secure a CGPA of 5.5 before taking up the dissertation. Also, a Scholar trainee with an E grade in any course will not be permitted to register for the Dissertation
- xxi. Project / Dissertation work has to be carried out by each individual separately. Teamwork is not permitted.
- xxii. The dissertation has to be completed strictly as per the guidelines that are outlined by collaborating institution.
- xxiii. WILP Scholar trainees are expected to maintain decorum and discipline in line with Wipro's professional work culture and environment.
- xxiv. In cases where a Scholar trainee deviates from the expected behaviour as prescribed by the WILP and partnering institution from time to time , strict action will be taken and the decision of the WILP Team / faculty /, University would be final and binding.
- xxv. Breach of integrity will be dealt with sternly. Such Scholar trainees will be asked to discontinue their studies and also expelled from WILP program.
- xxvi. On successful completion of the study, you will be eligible to receive the M-Tech degree from the collaborating University, in recognition of your successfully completing the course.
- xxvii. All Scholar trainees of the WILP will be given testimonials at the end of the successful completion of the M-Tech degree program. The testimonial contains the timeline in the WILP and the kind of project works carried during this opportunity.

Mode of contact session, examination pattern and other academic program norms are subject to change based on the prevailing situation / University norms declared from time to time. Decision of the University would be final and binding.

## **8. Conflict of Interest:**

- i. During your enrolment period with the WILP, you will focus exclusively on the requirements of the program. In addition to your study and academic requirements, you are required to engage yourself exclusively in the work assigned by Wipro and shall not take up any independent or individual assignments (whether part time or full time, in an advisory capacity or otherwise) directly or indirectly without the express written consent of Head /

## Manager of WILP Academy

- ii. You shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any person who is involved in activities, which are or shall be in conflict with the interests of Wipro.
- iii. The Conflict of Interest Policy also refers to the need on your part, during your enrolment and for a period of one year from the cessation of your enrolment with WILP (irrespective of the circumstances of, or the reasons for, the cessation) not to solicit, induce or encourage:
  - a. Any student/scholar trainee of the WILP to abandon /withdraw their enrolment with the program or to accept enrolment and/or employment with any competitor, supplier or any customer with whom you have a connection.
  - b. Any employee of Wipro to terminate their employment with Wipro or to accept employment with any competitor, supplier or any customer with whom you have a connection.
  - c. Any customer or vendor of Wipro to move their existing business with Wipro to a third party or to terminate their business relationship with Wipro.
  - d. Any existing employee and/or student of WILP to become associated with, or perform services of any type for any third party.
- iv. In case of any conflict or doubt, please discuss the matter with Head / Manager of WILP, to understand Wipro's position on this and resolve the conflict.

## 9. Obligation and Responsibilities:

- i. During the study period you will be governed by the WILP regulations and instructions as may be modified, from time to time, in relation to conduct, discipline and other matters.
- ii. During your study as part of WILP, Company expects you to undergo study in the area in which you are placed, with a high standard of initiative and efficiency. This is critical and Company has zero tolerance towards any deviations.
- iii. You would not be allowed to seek membership of any local or public body without the written approval from the Head / Manager of WILP.
- iv. During the study period and thereafter, you would not be allowed to give out to anyone in writing or by word of mouth or otherwise, particulars or details of work - process, technical know-how, research carried out, security arrangements, or administrative and/or organizational matters of confidential or secret nature which you may come across during your academic study or become known to you by virtue of your undergoing study under WILP or otherwise.
- v. You are bound by all regulations, instructions and policies of the WILP and Wipro. These are updated / modified on a periodic basis and new policies may be introduced and notified to Scholar trainees from time to time and you will be bound to comply with the same.
- vi. In consideration of the opportunities, trainings and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by WILP/Wipro and in the course of your association with WILP. This covenant shall endure during your association and beyond the cessation of your association with WILP (irrespective of the circumstances of, or the reasons for, the cessation).
- vii. In connection with your association with Wipro as part of the WILP and during the term of your association upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business or academic session hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

During the period of academic study, if you develop or conceptualize inventions, ideas, concepts, discoveries, techniques and improvements (including without limitation computer software) solely or jointly with others in relation to the operation of the WILP / Wipro, such developments will be fully communicated to the WILP academy and will be the sole intellectual property of Wipro. You agree to cooperate in the execution of documents to facilitate the assignment of such intellectual property when required.

## 10. Confidentiality:



- i. In consideration of the opportunities, training and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by Wipro and in the course of your enrolment. This covenant shall endure during your enrolment and beyond the cessation of your enrolment with Wipro (irrespective of the circumstances of, or the reasons for, the cessation).
- ii. During your training on projects at Wipro, you will be expected not to use or disclose any confidential information, including trade secrets, of any former employer (if any) or other person with whom you have an obligation of confidentiality and by signing below you affirm that you have no conflicting obligations or non-compete agreements that would prevent you from working without limitation for Wipro.

## **11. Assignment of Intellectual Property**

In connection with your enrolment and during the term of your enrolment, upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

## **12. Posting**

During the initial study period, initially you would be made familiar with Wipro, but you may if needed be re-assigned or transferred to another division, department, establishment or new location where Wipro, has its office or operation and WILP classes are running in the particular location, in India, without enhancing the scholarship amount. On placement of this nature, you will also be governed by the disciplinary rules and regulations as applicable in that unit/branch. You may also be placed in any sister company of Wipro, for practical studies.

## **13. Misconduct:**

- i. In case you are charged with any misconduct or disciplinary issue during your study period, your enrolment with WILP may be temporarily placed on suspension without payment of scholarship amount, for such period as Wipro may deem fit. If the charges against you are proved to be true, your enrolment may be immediately cancelled, without any notice or payment of scholarship in lieu of notice notwithstanding any clause of this letter of enrolment. It is clarified that this clause is without prejudice to Wipro's rights to enforce the Training Agreement duly signed by you even after cancellation of your enrolment for whatever reasons as the case may be.
- ii. Notwithstanding the condition regarding written notice of termination and without prejudice to Wipro's right to enforce the Training agreement, Wipro shall have the right to terminate your academic study without any notice or payment of scholarship in lieu thereof, if any declaration given or information furnished by you to WILP/ Wipro is found to be false or if you are found to have willfully suppressed any material information.

**Please note that at any stage, whether during your selection process or upon enrolment with the WILP, if it is brought to our notice that you have indulged in malpractices or used illegal means to clear your online assessment, Wipro shall withdraw or revoke the enrolment and cancel the same with immediate effect and we reserve our rights to take suitable action against you as we may deem fit.**

## **14. Cancellation of Enrolment:**

Notwithstanding any of the clauses of this letter of enrolment, Company reserves the right at its sole discretion to cancel this enrolment during the study period without assigning any reason, by giving one month's (30 days) notice or one month's scholarship/stipend in lieu of notice.

## **15. Study Hours:**

- i. As a Scholar Trainee – Work Integrated Learning Program, you will be called upon to undergo studies during the hours and days as may be fixed by WILP from time to time as per the University requirements.
- ii. You would be assigned to any of the locations and any project work as part of your WILP as may be decided by the Company.
- iii. The full day lecture sessions will be held at any of Wipro's other establishments/outsourced venue. You may also be called upon to attend academic study as and when required on holidays, as may be scheduled in accordance with the convenience of the organizing team of the WILP.
- iv. The university will plan contact classes in multiple format to suit the project work situations and university guidelines such as contact classes in ILT (instructor Led training) and / or VILT (virtual Instructor Led Training and Self-Directed / Recorded lecture sessions).

## 16. General:

- i. This letter of enrolment is subject to the condition that you have not provided us with any false declaration or wilfully suppressed any material information. If you have, you will be liable for cancellation of enrolment from the WILP without any prior notice.
- ii. The terms of this letter of enrolment may be specifically enforced legally, if required. In this connection, if any of the provisions of this letter are declared or found to be void or unenforceable due to any reason whatsoever, the remaining provisions of this letter shall continue in full force and effect.
- iii. These enrolment terms supersede and replace any existing agreement or understanding, if any, between Wipro and you relating to the same subject matter.
- iv. You warrant that you are not prevented by a court or by any other administrative or judicial order from enrolling under this agreement. In the event that you are not a citizen of the country of posting, you should have a valid work permit to work in the country of posting.
- v. During the period of enrolment you are required to comply with all policies of WILP and Wipro. These policies are updated / modified on a periodic basis and new policies may be introduced and notified to the Scholar Trainees from time to time. You agree to comply with all policies as modified from time to time.

## 17. On Completion/Cancellation of Academic Program:

- i. On Completion of the academic program or cancellation of your enrolment, as the case may be, you will immediately surrender to Wipro/ the Academy all specifications, formulae, documents, literature, drawings or records, etc. belonging to Wipro/ the Academy or relating to its business and shall not make or retain any copies of these items.
- ii. You are not eligible to receive testimonial certificate if you do not successfully complete the academic study in accordance with this letter of enrolment and the study scheme formulated by the Academy.
- iii. Wipro reserves the right to offer employment at its sole discretion to a Scholar trainee on successful and satisfactory completion of the academic study.

## 18. Acceptance of Enrolment Letter:

Upon accepting the above terms and conditions, you are required to return the duplicate of this letter of enrolment, duly signed by you as a token of your acceptance on the day of joining WILP program.

Please confirm that the above terms are acceptable to you and that you accept the enrolment by signing a copy of this letter of enrolment and submit the same on the date of joining.

## 19. Work Allocation:

As part of your work responsibilities, you may be assigned to work on certain projects/accounts or other assignments as may be deemed fit by the Company in its sole discretion. Refusal to accept and deliver on such assignments shall be treated as a refusal to work and may result in termination of your employment or other disciplinary action.

Yours sincerely,

For **Wipro Limited**,



**Aparna Shailen**  
**General Manager - Human Resources**

I have read, understood and agree to accept the enrolment on the terms and conditions herein.

I shall be present for the induction session on

## **ANNEXURE I**

### **CONFIRMATION ON SHARING PERSONAL INFORMATION (AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT, 2000)**

I Radheshyam Thakur, confirm that I am voluntarily sharing my Personal Information with Wipro Limited ('Wipro') being a part of WILP of Wipro for the following purposes:

- a. validating my application form and retaining records on the same for any future reference/verification;
- b. processing my application form including background verification checks;
- c. academic study related actions including record keeping, processing scholarship advance and benefits and any action required in the context of my enrolment with Wipro, being a part of WILP.

In this context, I also agree to the retention of such Personal Information by Wipro for any future reference/verification and authorize Wipro to transfer the same to a third party.

I understand that 'Personal Information' means any information, relating to me that is available with Wipro and is capable of identifying me."

## **ANNEXURE II**

I hereby confirm that I shall submit the required academic certificate including but not limited to mark sheet and Provisional or Convocation Degree Certificate within 3 months from my date of joining. I understand that my enrolment is subject to my aggregate meeting the Wipro eligibility criteria and submission of the above mentioned documents.

I hereby declare that all the particulars mentioned above are true to the best of my knowledge. In the event of my failure to submit the above mentioned documents or in case of any discrepancy, I shall be liable for termination of my enrolment with Wipro.

## **ANNEXURE – III**

### **INITIAL INDUCTION PROGRAM**

The Talent Transformation team at Wipro groom's campus selects to help them face the challenges of the corporate world.

A holistic 360 degree approach to training is adopted and helps them hone their fundamental computer skills followed by insights into Wipro businesses, process, technology and behavioural skills.

To understand and appreciate the mindset of the young Trainees and ensure that the transformation is smooth, the induction program is done by a team of dedicated professionals who have exposure to the academic and corporate sectors alike. Project Readiness Program (PRP) is a training program designed to address the basic learning needs of the Trainees.

#### **Corporate Readiness Program - CRP**

The CRP program is focused on making young Trainees comfortable in a corporate environment. This program starts with a corporate induction.

"EMERGE" a behavioural skills building training program ensures that the fresh Trainee start feeling at ease in the "corporate world". This activity based behavioural intervention informs the new entrants about the corporate work culture and business etiquette.

#### **Technology Readiness Program - TRP**

The technology training provides critical technical skills required to work on projects allocated to Trainees and prepare to face the demands of the project world. We begin doing this by familiarizing with Wipro's businesses and work environment.

The methodology of training is "Project Based Learning" (PBL) approach, the entire learning is designed around a series of projects that the recruits are expected to complete individually by learning and applying various topics required to complete the project. Starting with individual projects, the PBL approach ends with recruits working on a team project.

## **ANNEXURE – IV**

I have read and understood the terms of my enrolment letter. I agree and acknowledge that I am a Student/Scholar trainee with Wipro's WILP. I further undertake that I shall not represent to any person within Wipro or any other third

party that I am an employee of Wipro Ltd and I fully understand that such false representation shall entail severe disciplinary action including immediate cancellation of my enrolment.

### **Travel, Accommodation, Food & Other Miscellaneous Expenses**

#### **Travel**

- i. You would be entitled for Rs. 1500 from the date of appointment as a lump sum amount that will be credited with your first month stipend. You may utilize this amount towards Travel and you would not need to submit bills towards usage of this amount.
- ii. There is no provision for reimbursement/allowance towards any expenses incurred in lieu of attending training or classes at different locations in the same city.

#### **Accommodation, Food & other Miscellaneous Expenses**

- i. You would be entitled for Rs.400 per day for 8 days (total amount of Rs.3,200) from the date of joining. You may utilize this amount towards accommodation, food & other miscellaneous expenses. This would be paid as a lump sum amount that will be credited with your first month stipend and you would not need to submit bills towards usage of this amount.
- ii. If your posting location (the location where you would be based out of after training) is different from the training location (location where you undergo initial training), you would be entitled for the following:  
  
Settlement and Miscellaneous Expenses: Rs.1200 per day for 7 days (total amount of Rs. 8,400) from the date of reporting to the posting location. You may utilize this amount towards boarding, lodging, conveyance & other miscellaneous expenses.
- iii. Any location change after reporting to posting location will be treated as relocation/transfer and will be covered under the Transfer policy for Team Rainbow. For details you can refer the policy at myWipro-> My Policies -> India->My Travel>Transfer Policy-Team Rainbow.
- iv. Campus joiners would not be eligible for accommodation at the Wipro guest houses.

**Please note in the event that the employee leaves the organization within 6 months from the date of joining, all payments processed under Joining & Relocation Entitlements shall be recovered from the employee at the time of exit.**

**Skill Preferences 1 :** [DAAI -Cloud & Digital Database](#)

**Location Preferences 1 :** [Bangalore](#)

**Skill Preferences 2 :** [CEP-SAP-ABAP](#)

**Location Preferences 2 :** [Mysore](#)

**Skill Preferences 3 :** [Python App](#)

**Location Preferences 3 :** [Chennai](#)

☒ Accept ☐ Decline

☒ **Signature** [Radheshyam Thakur 25/1/2023 10:00 PM](#)

(checking the checkbox above is equivalent to a handwritten signature)

Registered Office:

**Wipro  
Limited**

**T :**+91 (80) 2844 0011

Doddakannelli

**F :**+91 (80) 2844 0054

Sarjapur  
Road

**E :**info@wipro.com

Bengaluru  
560 035

**W :**wipro.com

India

**C :**L32102KA1945PLC020800

26168298



## Offer Letter - Intech Additive Solutions Pvt. Ltd.

Dear KRUTHIKA N

Congratulations! We are pleased to offer you a position with Intech Additive Solutions Pvt. Ltd. in our DfAM group. The **internship** will be for 6 (Six) months. We will assess your performance over the initial months of the internship and convert your internship to a full-time job **offer** if your performance meets our requirements – to commence as soon as you graduate with the CTC of **INR 7,00,000/-**

Your stipend will be **INR 15,000/- (Indian Rupees Fifteen Thousand only) per month** for the internship duration, subject to the deduction of withholding taxes and statutory levies under applicable law towards your services.

Please confirm your acceptance of our internship offer via email as soon as possible.

You will be required to produce the following documents at the time of joining - Aadhar Card, PAN Card, and Bank details (Soft copy of cheque or 1st page of passbook).

During the internship period with us,

- Please follow instructions from your supervisors diligently and earnestly about your work.
- The company's rules and regulations will govern you.
- Confidentiality: You must maintain confidentiality associated with the company's information, including customer information. In this regard, you will sign a Confidentiality Agreement with the company.

We wish you the very best!

Best regards,

Murari Venkataraman Vice  
President - Operations Intech  
Additive Solutions Pvt. Ltd.  
#239, 11th Main Road,  
2nd Cross Road, 3rd Phase,  
Peenya Industrial Area, Bengaluru  
560058.



**Offer: Computer Consultancy**

**Ref: TCSL/DT20228278624/Bangalore**

**Date: 8/9/2022**

Dear Kruthika N

**Sub: Letter of Offer**

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade **Y**. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be **375000/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year. Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &



Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

## **COMPENSATION AND BENEFITS**

### **BASIC SALARY**

You will be eligible for a basic salary of `14,784/- per month.

### **BOUQUET OF BENEFITS (BoB)**

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

#### **1. House Rent Allowance (HRA)**

Your HRA will be `5,914/- per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

#### **2. Leave Travel Allowance**

You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

#### **3. Food Card**

You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias. As per the Pre-Defined structure you will be eligible for a Food Card with an amount of `500/- being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.



## **PERFORMANCE PAY**

### **Monthly Performance Pay**

You will receive a monthly performance pay of `1,700/-. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

### **Quarterly Variable Allowance**

Your variable allowance will be `600/- per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

## **CITY ALLOWANCE**

You will be eligible for a City Allowance of `200/- per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

## **XPLORE/ LEARNING INCENTIVES**

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

## **OTHER BENEFITS**

### **Health Insurance Scheme**

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:





## **1. Basic Cover**

i. Entitlement - Includes domiciliary expenses up to `6,000/- per insured person per annum and basic hospitalization expenses up to `2,00,000/- per insured person per annum.

ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

## **2. Higher Hospitalisation**

Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

i. Entitlement - You and your enrolled dependants will be entitled for `12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

## **Maternity Leave**

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother, may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

## **Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)**

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of `250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

## **Loans**

You will be eligible for loans, as per TCSL's loan policy.

## **Professional Memberships**

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.



## **RETIRALS**

### **Provident Fund**

You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

### **Gratuity**

You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

## **TERMS AND CONDITIONS**

### **1. Aggregate Percentage Requirements**

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

### **2. Pre requisites for Joining**

To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.



### **3. Training Period**

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

### **4. Working Hours**

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

### **5. Mobility**

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

### **6. Compensation Structure / Salary components**

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

### **7. Increments and Promotions**

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

### **8. Alternative Occupation / Employment**

Either during the period of your traineeship or during the period of your employment as a



confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

## **9. Confidentiality Agreement**

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

## **10. Service Agreement**

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL `50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

## **11. Work in SBWS mode**

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.

## **12. Overseas International Assignment Agreement**

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related



documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

### **13. Terms and Conditions**

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

### **14. TATA Code of Conduct**

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

### **15. Notice Period**

Upon your confirmation, this contract of employment is terminable by you by giving 90 days notice in writing to TCSL. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion.

Upon your confirmation, this contract of employment may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

It is understood, agreed and made abundantly clear herein that you shall have to necessarily work during the notice period given by TCSL under this clause, unless you are otherwise relieved by TCSL by giving you payment in lieu of notice.

Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by it at its own discretion having regard to the responsibilities shouldered by you while being in the employment of TCS.

### **16. Retirement**

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

### **17. Pre-employment Medical Certificate**

You are required to submit a Medical Certificate of Fitness (in the format prescribed by





TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

## 18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

## 19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining. If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

## 20. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)



- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :

\*There is no criminal offence registered/pending against you

\*There is no disciplinary case pending against you in the university

- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

\*PAN Card (Permanent Account Number)

\*Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)

\*Passport

\*NSR E-Card

## **21. TCS Xperience Program**

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

## **22. Letter of Appointment**

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

## **23. Rules and Regulations of the Company**

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from



time to time. The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

#### **24. Compliance to all clauses**

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

#### **25. Data Privacy Clause:**

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of overseas deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.



**Withdrawal of Offer**

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

**For TATA Consultancy Services Limited**

**Girish V. Nandimath**  
**Global Head Talent Acquisition & AIP**



[Click here](#) or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary  
Annexure 2: List of TCS Xplore Centres  
Annexure 3: Confidentiality and IP Terms



## GROSS SALARY SHEET

Annexure 1

|                       |                                          |
|-----------------------|------------------------------------------|
| <b>Name</b>           | <b>Kruthika N</b>                        |
| <b>Designation</b>    | <b>Assistant System Engineer-Trainee</b> |
| <b>Institute Name</b> | <b>Others</b>                            |

Table 1: Compensation Details (All Components in INR)

| <b>Component Category</b>             | <b>Monthly</b> | <b>Annual</b>      |
|---------------------------------------|----------------|--------------------|
| <b>1) Fixed Compensation</b>          |                |                    |
| Basic Salary                          | 14,784         | 1,77,408           |
| Bouquet Of Benefits #                 | 7,646          | 91,752             |
| <b>2) Performance Pay**</b>           |                |                    |
| Monthly Performance Pay               | 1,700          | 20,400             |
| Quarterly Variable Allowance*         | 600            | 7,200              |
| <b>3) City Allowance</b>              | 200            | 2,400              |
| <b>4) Annual Components/Retirals</b>  |                |                    |
| Health Insurance***                   | NA             | 7,900              |
| Provident Fund                        | 1,774          | 21,289             |
| Gratuity                              | 711            | 8,533              |
| Total of Annual Components & Retirals | 2,485          | 37,722             |
| <b>TOTAL GROSS</b>                    | <b>27,415</b>  | <b>375000</b>      |
| <b>Xplore/ Learning Incentive****</b> |                | <b>Upto 60,000</b> |

# Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

\* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

\*\*The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

\*\*\* For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

\*\*\*\* Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

| <b>Component Category</b>        | <b>Monthly</b> | <b>Annual</b> |
|----------------------------------|----------------|---------------|
| House Rent Allowance             | 5,914          | 70,968        |
| Leave Travel Assistance          | 1,232          | 14,784        |
| Food Card                        | 500            | 6,000         |
| <b>GROSS BOUQUET OF BENEFITS</b> | <b>7,646</b>   | <b>91,752</b> |



## Annexure

|                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                       |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Ahmedabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Garima Park, IT/ITES SEZ, Plot # 41,<br>Gandhinagar - 382007                                                                                                                                                                                 | <b>Bangalore</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Gate 1, No 42, Think campus, Electronic City phase II,<br>Bangalore - 560100, Karnataka                                                                                           |
| <b>BUBANESHWAR</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Training Lab Venue: Barabati, IRC Block, Ground Floor,<br>Tata Consultancy Services Limited, (UNIT-II) - BARBATI<br>SEZ, IT/ITES - SPECIAL ECONOMIC ZONE (SEZ), PLOT NO.<br>35, CHANDAKA INDUSTRIAL ESTATE, PATIA,<br>Bhubaneswar - 751024 | <b>Chennai</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>415/21-24, Kumaran Nagar, Old Mahabalipuram Rd,<br>TNHB, Sholinganallur, Chennai, Tamil Nadu 600119                                                                                 |
| <b>DELHI – Gurgaon</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Block C, Kings Canyon, ASF Insignia, Gurgaon -<br>Faridabad Road, Gawal Pahari, Gurgaon - 122003,<br>Haryana                                                                                                                           | <b>DELHI – Noida</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. A-44 & A-45, Ground, 1st to 5th Floor & 10th<br>floor, Galaxy Business Park, Block - C & D, Sector - 62,<br>Noida - 201 309, UP                                      |
| <b>Guwahati</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>5th Floor, NEDFi House, G.S. Road, Dispur, Guwahati -<br>781006, Assam                                                                                                                                                                        | <b>Hyderabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Q City, Nanakramguda, Hyderabad                                                                                                                                                   |
| <b>INDORE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor,<br>Village Tigariya Badshah & Bada Bangarde, Tehsil<br>Hatod, Indore - 452018,<br>Madhya Pradesh                                                                                           | <b>KOLKATA</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Ecospace 1B building, 2nd Floor, Plot - IIF/12, New<br>Town, Rajarhat, Kolkata - 700160, West Bengal OR<br>Auditorium, 2nd Floor, Wanderers Building, Delta Park -<br>Lords |
| <b>KOCHI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>TCS centre, Infopark Road Infopark Campus, Infopark,<br>Kakkanad, Kerala 682042                                                                                                                                                                  | <b>MUMBAI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Yantra Park, Pokharan Road Number 2, TCS Approach<br>Rd, Thane, West, Thane, Maharashtra 400606                                                                                      |
| <b>NAGPUR</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,                                                                                                                                                                                         | <b>PUNE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park,<br>Hinjewadi Phase III, Pune - 411057, Maharashtra                                                                               |
| <b>Trivandrum</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Peepul Park, Technopark Campus, Kariyavattom P.O,<br>Trivandrum - 695581, India                                                                                                                                                             |                                                                                                                                                                                                                                                       |



## Annexure

### Confidentiality and IP Terms and Conditions

#### 1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.





## **2. Associate's Obligations**

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

## **3. Intellectual Property Rights**

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filing or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.



#### **4. Prior knowledge**

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

#### **5. Use of third party material**

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

#### **6. Security policies and Guidelines.**

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

#### **7. Working in SBWS Framework:**

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.



(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

## **8. Restriction on Associate's Rights**

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

## **9. No License**

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.



## **10. Equitable Rights**

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

## **11. General**

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay or omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.





(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.



## Offer Letter - Intech Additive Solutions Pvt. Ltd.

Dear KUNDURU NAGENDRA REDDY

Congratulations! We are pleased to offer you a position with Intech Additive Solutions Pvt. Ltd. in our DfAM group. The **internship** will be for 6 (Six) months. We will assess your performance over the initial months of the internship and convert your internship to a full-time job **offer** if your performance meets our requirements – to commence as soon as you graduate with the CTC of **INR 7,00,000/-**

Your stipend will be **INR 15,000/- (Indian Rupees Fifteen Thousand only) per month** for the internship duration, subject to the deduction of withholding taxes and statutory levies under applicable law towards your services.

Please confirm your acceptance of our internship offer via email as soon as possible.

You will be required to produce the following documents at the time of joining - Aadhar Card, PAN Card, and Bank details (Soft copy of cheque or 1st page of passbook).

During the internship period with us,

- Please follow instructions from your supervisors diligently and earnestly about your work.
- The company's rules and regulations will govern you.
- Confidentiality: You must maintain confidentiality associated with the company's information, including customer information. In this regard, you will sign a Confidentiality Agreement with the company.

We wish you the very best!

Best regards,

Murari Venkataraman Vice  
President - Operations Intech  
Additive Solutions Pvt. Ltd.  
#239, 11th Main Road,  
2nd Cross Road, 3rd Phase,  
Peenya Industrial Area, Bengaluru  
560058.



## Offer Letter - Intech Additive Solutions Pvt. Ltd.

Dear KURAPATI ANIL KUMAR

Congratulations! We are pleased to offer you a position with Intech Additive Solutions Pvt. Ltd. in our DfAM group. The **internship** will be for 6 (Six) months. We will assess your performance over the initial months of the internship and convert your internship to a full-time job **offer** if your performance meets our requirements – to commence as soon as you graduate with the CTC of **INR 7,00,000/-**

Your stipend will be **INR 15,000/- (Indian Rupees Fifteen Thousand only) per month** for the internship duration, subject to the deduction of withholding taxes and statutory levies under applicable law towards your services.

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- Please follow instructions from your supervisors diligently and earnestly about your work.
- The company's rules and regulations will govern you.
- Confidentiality: You must maintain confidentiality associated with the company's information, including customer information. In this regard, you will sign a Confidentiality Agreement with the company.

We wish you the very best!

Best regards,

Murari Venkataraman Vice  
President - Operations Intech  
Additive Solutions Pvt. Ltd.  
#239, 11th Main Road,  
2nd Cross Road, 3rd Phase,  
Peenya Industrial Area, Bengaluru  
560058.



## Offer Letter - Intech Additive Solutions Pvt. Ltd.

Dear KUSHAL K P

Congratulations! We are pleased to offer you a position with Intech Additive Solutions Pvt. Ltd. in our DfAM group. The **internship** will be for 6 (Six) months. We will assess your performance over the initial months of the internship and convert your internship to a full-time job **offer** if your performance meets our requirements – to commence as soon as you graduate with the CTC of **INR 7,00,000/-**

Your stipend will be **INR 15,000/- (Indian Rupees Fifteen Thousand only) per month** for the internship duration, subject to the deduction of withholding taxes and statutory levies under applicable law towards your services.

Please confirm your acceptance of our internship offer via email as soon as possible.

You will be required to produce the following documents at the time of joining - Aadhar Card, PAN Card, and Bank details (Soft copy of cheque or 1st page of passbook).

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- Please follow instructions from your supervisors diligently and earnestly about your work.
- The company's rules and regulations will govern you.
- Confidentiality: You must maintain confidentiality associated with the company's information, including customer information. In this regard, you will sign a Confidentiality Agreement with the company.

We wish you the very best!

Best regards,

Murari Venkataraman Vice  
President - Operations Intech  
Additive Solutions Pvt. Ltd.  
#239, 11th Main Road,  
2nd Cross Road, 3rd Phase,  
Peenya Industrial Area, Bengaluru  
560058.

Covalensedigital

# Trainee Offer Letter



Covalense Digital Solutions Private Limited  
Venus Building, No. 1/2, Ground Floor  
Kalyanmantapa Road, Jakkasandra

Koramangala, 1st Block Bangalore - 560 034

Tel : +91 80 4642 0000  
Web : [www.covalensedigital.com](http://www.covalensedigital.com)  
GST : 29AAHCC4541Q1Z2

Kushal R

Dear Kushal R,

**Subject: Trainee Software Developer offer Letter.**

We are pleased to offer you for the position of **Trainee Software Developer** with **Covalense Digital Solutions Private Limited** ("Company"). Given below are the specific terms and conditions of our appointment. Your permanent work location will be Bengaluru. Please read this carefully, including your compensation details.

Your appointment as a "**Trainee Software Developer**" is effective from **03<sup>rd</sup> July 2023** at our Bangalore office.

1. You will be on an initial six (6) months training period from the effective date of your appointment, during which your role will be "Trainee Software Developer".
2. Your annual compensation is INR 3,00,000/- (Rupees three Lakh Only/-).
3. The details of your compensation are given in Annexure – A annexed at the end of this appointment letter. Your performance will be continuously assessed during the training period. Upon your satisfactory performance, your appointment as "Associate Software Developer" will be confirmed effective 03<sup>rd</sup> Jan 2024
4. Your performance will thereafter be assessed upon completion of twelve (12) months on (Jul 2024) and annually thereafter. The results of your performance assessments shall be used to revise your annual compensation and role.
5. You confirm your willingness to get trained by the Company for an initial period of six (6) months conditional upon you agreeing to serve the Company subsequently for a minimum period of (24) twenty-four months from the date of completion of the initial six (6) months training period. This period of (24) twenty-four months shall be termed as "Compulsory Period". This period of two years and six months shall be termed as "Agreement Period". Agreement period starts from **03<sup>rd</sup> July 2023** to 03<sup>rd</sup> Jan 2026.
6. Company reserves the right to terminate your training immediately at any time without notice if your performance is found to be unsatisfactory or if you are found to be in breach of the terms you have executed with the Company.

Upon completion of your training period and during the term of your employment Company reserves the right to terminate the employment at any time without assigning any reason, by giving three (3) months' notice in writing or payment of three months gross salary in lieu of notice.

7. During your initial (6) six months' training period, you shall be entitled to six (6) days of casual leaves. Upon successfully completion of your training period, you shall be entitled to leaves as per the standard



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- leave policy of the Company. Any leave balance standing to your credit for a period of six (6) months shall lapse.
8. Upon successful completion of the initial six (6) months training period, you shall become a full-time employee of the Company and be considered eligible to receive all the employee benefits applicable for full time employees of the Company.
  9. Please note that during the term of your employment with the Company, you may be requested to relocate to any other place in India or outside India and shall be transferred / seconded to any of the offices of the Company including its affiliates and subsidiaries, organizations with whom the Company has business transactions, whether is in existence today or is to be setup hereafter.
  10. You agree that in the process of recruiting and training you for the said position the Company has incurred expenses and costs being in the nature of advertisements, implementation of selection procedures, productive manhours for conducting the interviews, travel, training, infrastructure etc. In view of the same, in the event of your failure or default to serve for (30) thirty months from the date of joining the Company for any reason whatsoever, you shall be liable to pay to the Company compensation/damages equivalent to (12) twelve months of your last drawn salary.
  11. During the term of your employment with the Company, and for a period of twelve (12) months after your employment ceases to exist for any reason whether voluntary or involuntary, you shall not, without the prior written consent of the Company, directly or indirectly engage in any Competitive Activity (OR) activity that is in competition whether direct or indirect, with the business of the Company within the geographical territory of India nor will you engage, within this geographical territory, in the design, development, distribution, sale of a product or service in competition with any product or service being marketed or planned by the Company at such time, the plans, designs or specifications of which have been revealed to you as an employee.
  12. You hereby expressly agree to waive any objection to the validity of this covenant and acknowledge that these restrictions are reasonable and essential as to time, geographical territory and scope of activities to be restrained and that these limited restrictions do not impose a greater restraint than is necessary to protect the Company's goodwill, proprietary information and other business interests.

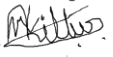
"Competitive Activity" shall mean the prohibitions set forth in section 12 above provided, however, that notwithstanding anything contained elsewhere in this appointment letter to the contrary,

**"Competitive Activity" shall not include: -**

- a) the mere ownership of securities in any enterprise, company, firm or corporation and the exercise of rights appurtenant thereto, or;
- b) participation in the management or performance of any business operations thereof other than in connection with the competitive operations of such enterprise, company, firm or corporation.

We wish you a successful career with the Company. You may contact the undersigned for any queries.

**Yours Truly For Covalense Digital Solutions Private Limited**

DocuSigned by:  
  
63CF7536D44A4A1...

**Akhil Kittur**

**Signature of Employee Manager - Human Resources**

#### **Annexure- A**



Covalens Digital Solutions Private Limited  
Venus Building, No. 1/2, Ground Floor  
Kalyanmantapa Road, Jakkasandra

Koramangala, 1st Block Bangalore - 560 034

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### ***Compensation Package:***

|                                 |                            |               |
|---------------------------------|----------------------------|---------------|
| Name                            | Kushal R                   |               |
| Designation                     | Trainee Software Developer |               |
| Department                      | Integration/Java           |               |
| Date of Joining                 | 03 <sup>rd</sup> Jul 2023  |               |
| <b><u>Salary Structure:</u></b> | Monthly (INR)              | Annual ( INR) |
| Basic                           | 18,750.00                  | 225,000.00    |
| House Rent Allowance(HRA)       | 7,500.00                   | 90,000.00     |
| Statutory Bonus                 | 1,562.50                   | 18,750.00     |
| Special Allowance               | 6,986.06                   | 83,832.69     |
| <b>GROSS SALARY (A)</b>         | <b>34,798.56</b>           | <b>300000</b> |

|                                               |                 |                  |
|-----------------------------------------------|-----------------|------------------|
| <b><u>Covalensedigital Contributions:</u></b> |                 |                  |
| Employer Provident Fund                       | 1,800.00        | 21,600.00        |
| Gratuity                                      | 901.44          | 10,817.31        |
| <b><u>Total Contributions (B)</u></b>         | <b>2,701.44</b> | <b>32,417.31</b> |

|                                        |  |               |
|----------------------------------------|--|---------------|
| <b>Total Cost to The Company (A+B)</b> |  | <b>300000</b> |
|----------------------------------------|--|---------------|

### **More information on the benefits and allowances:**

#### **Provident Fund:**

Under Provident Fund Scheme, employer will contribute 12% on 15000 or equivalent to employee contribution, whichever is lower, in addition to the employee contribution. Both Employer and Employee contributions are part of Total CTC **Gratuity**:

Gratuity is a part of the total CTC. Benefits from the Gratuity contributions is available only on completion of 5 years continuous service with the Covalensedigital.

#### **Term Life Insurance:**

Covalensedigital covers its employees under a Term Insurance scheme which covers an unfortunate demise (Natural/Accidental) of an Employee and the coverage is up to 100% of Sum Insured. The Term Life Insurance is provided at no cost to the employee.

#### **Health Insurance:**





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Covalensedigital covers its employees under Group Health Scheme for the benefit of the employee. This coverage includes employee, Spouse and 2 Children. The health insurance would be provided at no cost to the employee:

**Personal Accidental Insurance:**

Covalensedigital covers its employees under a Personal Accidental scheme which covers the accidental injuries of death of an Employee and the coverage is up to 100% of Sum Insured. The Personal Accidental Insurance is provided at no cost to the employee.



Covalense Digital Solutions Private  
Limited  
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Floor

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# Covalensedigital



**Deloitte Tax Services India Private Limited**  
**Deloitte Tower Survey No. 41 Gachibowli Village, Ranga**  
**Reddy District, CIRCLE 3, Hyderabad - 500032, Telangana,**  
**India**

**Tel: +91 040 67621000**

**www.deloitte.com**

**L VENKATESH**

**Subject: Offer of Employment Dear**

**L VENKATESH**

On behalf of **Deloitte Tax Services India Private Limited** (the "Employer" or "Company"), I am pleased to confirm our offer of employment to you as **Tax Consultant I** based in **Hyderabad**.

We extend this offer, and the opportunity it represents, with great confidence in your abilities. You have made a very favorable impression with everyone you met and we are excited with the prospect of you joining our organization on **November 13, 2022**. Your immediate manager will communicate details of your role and work responsibilities in the initial weeks of your joining the Employer. During your employment, the Company may require you to work on any project that you are assigned to, on any technical platforms/skills and nature of the project, in differentiated work timing, at designated work space and location as may be decided by the company.

As part of your annual compensation, you will receive a Total Salary of **Rs. 760000/-** and, will be eligible for a performance linked variable bonus. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount could vary depending upon the business and individual performance each fiscal year and, in some situations, could exceed the payout range indicated. Any amounts paid will be subject to statutory and other deductions as per Employer policies and practices. The details of your compensation breakdown are provided in the attached Annexure A.

As an incentive to join the Company, you are eligible to receive a joining bonus of **Rs./₹ 100,000/-** subject to your reporting for full-time employment on **November 13, 2022**. This amount will attract applicable taxes and will be processed as part of your first month's payroll. You will have an obligation to repay the entire amount of your joining bonus if you resign your position or are terminated for cause by the Company within **12 months** of your start date.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

Your employment with us will be governed by the Terms and Conditions as detailed in **Annexure B**, as well as any and all rules, regulations, guidelines, policies and practices of the Employer, which may be amended from time to time. Deloitte LLP and its U.S.-based subsidiaries (the "Deloitte U.S. Firms") requires their employees to make the necessary representations regarding independence and other matters. Because the Employer is an Indian subsidiary of Deloitte LLP, we must also comply with these independence requirements. Accordingly, this offer is conditional upon you agreeing to make such representations under the Employer's Independence Representations requirements, as further explained in **Annexure B**.

Your compensation details are confidential, and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization. We would like you to join the Employer on **November 13, 2022**, or an alternative mutually agreed upon date.

This offer letter, together with the Annexures described herein, and the Non-Disclosure, Non Solicit and Intellectual Property Rights Assignment Agreement, the Information Security Policy (which you are required to sign upon joining), constitute the entire agreement between the parties with respect to the subject matter of this offer, and supersedes all other previous or contemporaneous oral or written representations, understandings or agreements relating to the subject matter of this offer between you and the Employer or its affiliates.

In compliance with applicable laws, Deloitte India (Offices of the US) provides its professionals with home pick-up and drop transport services within **pre-defined** boundary if their shift timings are between 8:30 p.m. - 6:00 a.m. in Hyderabad, 9:00 p.m. - 6:00 a.m. in Mumbai, Pune; 7:00 p.m. - 6:00 a.m. in Gurugram, 8:00 p.m. - 6:00 a.m. in Bengaluru, Chennai, and Kolkata.

This letter and **Deloitte Tax Services India Private Limited** employment application are intended to be final. To accept the offer and the terms of this letter, please sign below in the space provided within three business days.

**R**, everyone you have interviewed with joins me in extending to you congratulations and warm regards. We look forward to you joining our team.

Sincerely,

**For Deloitte Tax Services India Private Limited** Best regards,

DocuSigned by:  
*Pooja Madhani*  
2B8F65B8ECE5489...

By: \_\_\_\_\_  
Signature

**Authorized Signatory**

**Acceptance**

I, **R**, hereby accept the terms and conditions of this employment offer.

Please sign and date your Acceptance

**Annexure A**

**Tax Consultant I -**

| Description                              | Monthly (Rs. per month) | Annual (Rs. per Annum) |
|------------------------------------------|-------------------------|------------------------|
| Basic Pay                                | 20,000                  | 240,000                |
| House Rent Allowance (HRA)               | 10,000                  | 130,000                |
| Special Allowance <sup>1a &amp; 1b</sup> | 16,100                  | 193,200                |
| Leave Travel Allowance <sup>2</sup>      | 2,166                   | 26,000                 |
| Differential Allowance                   | 6,691                   | 80,633                 |
| Meal Card <sup>3</sup>                   | 2,200                   | 26,400                 |
| Employer's contribution to PF            | 2,300                   | 27,600                 |
| Total Salary (in Rs.)                    | 59,457                  | 760000                 |

|                                        |                                                                                                                                                                                                            |               |
|----------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|
| Variable Bonus*                        | You are eligible for a performance linked variable bonus. It will be paid out at the end of the fiscal year, as applicable and on the basis of your individual performance and performance of the business |               |
| Medical Insurance Premium <sup>4</sup> | <b>3,014</b>                                                                                                                                                                                               | <b>36,167</b> |

\*The Variable Bonus will vary, primarily based on your individual performance and the performance of the business, during the Employer's fiscal year which is June through May. Your performance will be formally assessed as a part of the Employer Performance Review Cycle Process. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount will vary depending upon the business and individual performance and in some circumstances, could exceed the payout range indicated. The performance of all the employees who have joined the Employer prior to March 1st will be assessed for the fiscal year ending in May. The disbursement of a Variable Bonus, if applicable, is subject to you being active on the rolls of the Employer, during the Annual Incentive Program payout cKARTHIKRAJ Kcycle for the fiscal year. For employees joining during the period March 1st to May 30th, a prorated Variable Bonus, if applicable, will be based on the first year-end review ratings in the subsequent year and paid during the Annual Incentive Program payout cycle of that year. The Variable Bonus will not be paid in the event of termination of employment for any reason on or before the disbursement time. The application and interpretation of, and any determinations related to, the Variable Bonus is at the sole discretion of Employer. Employer may amend or terminate the Variable Bonus at any time. All compensation and benefits are based on employee's position with the Employer in India.

Contd/-....

Annexure A

1

All employees may claim tax exemption, subject to tax rules from time to time, from their Special Allowance component, expenses incurred towards communication and Driver / Fuel & Maintenance Expenses as per eligibility mentioned below:

**Employee Level - Tax Consultant I**

1a

*Communication Expenses*

*Only one Post paid mobile, one Land Phone and One internet connection bill(s) can be claimed.*

1b

*Fuel Expenses*

*Petrol / Driver / Insurance / Repairs & Maintenance*

**Rs./₹ 3,000/-** per month**Rs./₹ 7,500/-** per month

1a The internet/telephone/mobile bills should be in the Employee's name.

1b

For claiming vehicle running expenses (Driver / Fuel / Repairs & Maintenance expenses) the vehicle has to be in the name of the Employee and the current tax rules are as under. The above limits will be applicable for all those who are on company car lease program and the below limits will apply for all those who are on self-owned car. In case of company leased car, taxability would be as per the current perquisite valuation rules.

| Nature of Expenses | Own Vehicle –Maximum Tax exemption limit per month |           |                |
|--------------------|----------------------------------------------------|-----------|----------------|
|                    | 4 Wheelers (Engine Capacity)                       |           |                |
|                    | <= 1600 cc                                         | > 1600 cc | Two Wheelers   |
| Fuel & Maintenance | Rs. 1,800                                          | Rs. 2,400 | Rs. 900        |
| Driver's Salary    | Rs. 900                                            | Rs. 900   | Not applicable |

All employees at and above **Senior Staff** are eligible for the company car lease program. If you choose to avail of this benefit, the amount towards lease rental will be paid by the firm on your behalf to the leasing company and your compensation structure will be adjusted accordingly. A revised letter with the new compensation structure will be issued that will supersede this letter for all practical purposes.

2

The Leave Travel Allowance (LTA) will be paid on a monthly basis as an allowance with tax deducted at source. If you choose to avail the tax benefit on LTA, you should submit proof of expenses incurred by you for Self and / your immediate dependents. The taxability or otherwise of LTA will be as per the Income Tax Act 1961, details of which will form part of the LTA Form.

3 Meal Card amount will be credited at the start of each month and for the first month (For New Hires) prorated amount will be processed as part of payroll. If not collected, it will be processed as a taxable amount with the salary.

4 Annual Floating Medical Insurance Coverage for self and **6 dependents** is being paid by the Employer on your behalf. The premium amount is subject to change every year post renewal of insurance policy. In case you opt for an enhancement of the coverage limit, the additional premium will be adjusted accordingly from the special allowance.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

You may also be eligible to either a One-time Stipend or a temporary lodging basis joining the registered office location, you will receive a survey from Deloitte prior to your joining.

You may select the best option for availing the relocation assistance. If an employee who has availed this reimbursement decides to quit within 18 months from the date of relocation claim for whatever reason, the relocation reimbursement paid to the employee will be recovered in full, from the employee's full and final settlement.

By joining the Company, you will become a member under the 'Deloitte USI Employees Welfare Trust' and may be required to make a nominal contribution as a member.

Original bills towards the above components should be submitted during the Income Tax fiscal period evidencing the expenditure to get Income Tax exemption, failing which the same will attract applicable Income Tax.

Submission of false, tampered or altered bills as proof of expense for any of the above components will result in disciplinary action including termination of employment.

**Your compensation above is subject to income tax deduction per rules and guidelines prescribed under the prevailing tax laws. This may change from time to time in line with the amendments done in tax laws.**



**Hyderabad**

## **Annexure B**

### **Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement ("Employment Agreement")**

In consideration of my employment by **Deloitte Tax Services India Private Limited**, an Employer incorporated under the provisions of the Companies Act, 1956 and having its registered office **Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District, CIRCLE 3, Hyderabad - 500032, Telangana, India** (the "Employer") as **Tax Consultant I** - and other valuable consideration, I acknowledge and agree that:

#### **PRELIMINARY MATTERS**

**1. Defined Terms.** The italicized terms in this agreement (the "Employment Agreement") are defined in **Exhibit A** hereto.

**2. Pre-existing Agreements or Arrangements.** I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Agreements or Arrangements*. The Employer expects me to abide by all restrictions or obligations that are contained in such Preexisting Agreements or Arrangements and to avoid involvement, while employed by the Employer, in any matter that could pose a conflict as a result of confidential information or intellectual property obtained by me prior to my *Employment*. I further represent that none of these restrictions or obligations, including those set forth in any non-compete agreements with prior employers, is inconsistent with my acceptance of the Employer's offer of *Employment* or my becoming, and serving as, **Tax Consultant I** of the Employer. To the extent applicable and if I am joining the Employer after having served as an employee or official of the United States Government, I further represent that: (1) I have disclosed my prior participation, if any, in any discussions or negotiations with, or decisions to award contracts to, the Deloitte U.S. Firms while I was employed by the United States Government; and (2) I had either recused myself or had not played an active role in the applicable United States Government agency's decision to award any contracts to the Deloitte U.S. Firms while I was employed by the United States Government.

#### **PROTECTION OF OUR BUSINESS**

**3. Reporting of Proceedings.** Except as provided by law and except as I have disclosed in writing on **Exhibit C** to this Agreement, I represent and warrant that I have no *Proceedings* to report. Should I become a subject of any *Proceedings* during my association with the Employer, I agree to immediately report, in writing, all relevant facts to the Chief Talent Officer

of Deloitte LLP, the Regional Talent Director of the Employer, and the Chief Ethics and Compliance Officer of Deloitte LLP. I understand that my responses are subject to audit and review by the Employer and others in accordance with applicable professional, ethical, legal, or Employer requirements, rules, regulations, policies, or practices, or other requests.

**4. Confidentiality.** I acknowledge that, by virtue of my *Employment*, I will acquire and be exposed to, have access to, make use of and/or create *Confidential Information*. Therefore, I agree to hold in trust and confidence all such *Confidential Information*. I will neither disclose any such *Confidential Information* to anyone outside a *Deloitte Entity* without the prior written approval of an *Authorized Signatory*, except as required by my authorized duties for the Employer, nor use any such *Confidential Information* for any purpose other than for the benefit of a *Deloitte Entity*.

**5. Third Party Information and Property.** I agree that during my *Employment*, I shall not use or disclose any confidential information or intellectual property of any former employer or other person or entity without the prior written authorization of such employer, person or entity and the prior written consent of an *Authorized Signatory*. If I were to use or disclose any such Confidential Information or Intellectual Property without prior consent, and any of the *Deloitte Entities* become the subject of any claim from a third party regarding such unauthorized use or disclosure, I agree to hold harmless and indemnify the *Deloitte Entities* for any legal defense costs and/or damages related to any such claim.

**6. Authorization.** Only employees of the Employer holding a senior or managerial position with the Employer will be authorized by a specific authorization, delegation, or power of attorney to sign legal documents, representing the Employer. Similarly, only such authorized employees of the Employer may speak about the Employer, the business and plans, various client-related projects etc.

**7. Competing Activities and Conflict of Interest.** During the period of my *Employment* I will not, directly or indirectly, participate in or in any way render services or assistance to any business that is or may be competitive with a *Deloitte Entity*, whether or not for compensation, or engage in any conduct which might result in, or create the appearance of using my position for private gain or other than for the benefit of a *Deloitte Entity*, or otherwise create a conflict, or the appearance of a conflict, of interest with a *Deloitte Entity*. Such conduct shall include, but not be limited to, having an undisclosed financial interest in any vendor or supplier of a *Deloitte Entity*, accepting payments of any kind or gifts other than of a nominal value from vendors, clients or suppliers, or having an undisclosed relationship with a family member or other individual who is employed or associated with any entity in active or potential competition with a *Deloitte Entity*, and which creates a conflict of interest. I represent and warrant that I am not currently aware of any present or past violation of this provision.

**8. Authorization to Access Systems and Electronic Communications and use of Deloitte Property.** I understand that while employed with a *Deloitte Entity*, I will use and have access to the Systems. I also acknowledge that a *Deloitte Entity* has the right at any time to access, retrieve, delete, monitor, examine, use and/or disclose my Electronic Communications and information from (or about) me and the content, without notice to me, and that such *Electronic Communications* are considered part of a *Deloitte Entity's* business and client records and are not to be considered private or personal to me or any other *Personnel*. I further acknowledge that this right extends to *Electronic Communications* transmitted for either a business or personal purpose.

I agree that I am authorized to access the *Systems* only for approved business purposes and occasional personal use if such use does not interfere with my work responsibilities and other required business activities, business operations, or *Systems* performance. However, I also acknowledge that such occasional personal use does not create an expectation of privacy as to any of my personal *Electronic Communications* and, as such, are *Deloitte Property*.

I further acknowledge that I am not authorized to use the *Systems* for personal gain or any illegal or unethical use. I agree that under no circumstances am I authorized to access any of the *Systems* for the purpose of obtaining *Deloitte Property* for a competitor of a *Deloitte Entity*, transmitting *Deloitte Property* to me (e.g., emailing *Confidential Information* to my personal email address) or to a third party for purposes other than furthering the business objectives of a *Deloitte Entity*. I am not authorized to download a *Deloitte Entity's Confidential Information* or other *Deloitte Property* to removable media such as a CD Rom, disk or thumb drive other than as authorized for furthering the business objectives of a *Deloitte Entity*.

I will be responsible for the safe keeping and return in good condition and order of all the *Deloitte Property* that may be in my use, custody, care or charge. For the loss of any *Deloitte Property* in my possession or custody or for which I have been assigned responsibility, the Employer will have a right to assess on its own basis and recover from me, the damages in respect of such materials (out of the amounts due to me or otherwise) and to take such other legal action as it deems appropriate including termination of my employment without notice or payment in lieu thereof in the event of my failure to account for such material or property to its satisfaction.

**9. Security.** I am provided with a worktable and lockable storage space. I will ensure they are locked when unattended and understand that a duplicate key will only be provided if I sign for it. I am required to display my identity card to the appropriate security personnel on demand and at all times within the office premises.

#### **10. Ownership of Works.**

a. I agree that the Employer owns all rights, title and interest in and to all *Works*.

- b. I agree that all *Works* are deemed works made for hire under India copyright or applicable laws or equivalent laws of any applicable foreign jurisdiction, and all *Intellectual Property Rights* therein vest automatically in the Employer upon creation of the *Works*. I agree that, to the extent any *Work* is held not to be a work made for hire, I hereby irrevocably assign all *Intellectual*

*Property Rights* in the *Work* to the Employer. Notwithstanding anything contained in Section 19(4) of the Indian Copyright Act, 1957, I agree that such assignment shall continue to be in force for perpetuity irrespective of whether or not the Employer exercises its rights as the assignee for any period of time.

- c. I will at all times, even after termination of my *Employment*, do whatever the Employer reasonably requests of me, at the Employer's expense, to document the assignment of any *Works* to the Employer or to assist the Employer in pursuing, renewing, extending or assigning any *Intellectual Property Rights*, and otherwise perfecting, protecting and enforcing said *Intellectual Property Rights* in, any *Works*. I agree that, as between me and the Employer, the Employer shall be the sole author, inventor, and owner of all such *Works* and *Intellectual Property Rights* therein throughout the world, and that the Employer shall have the sole right to seek copyright registrations, patents or trademark registrations, including all extensions and renewals thereof. I also hereby agree that I waive all moral rights in any *Works*.

I also agree to assign all my right, title and interest in and to any particular *Works* to a third party as directed by the Employer.

In the event the Employer is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraphs, I hereby irrevocably designate and appoint the Employer and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and in my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraphs with the same legal force and effect as if executed by me. I hereby waive any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any *Works* assigned hereunder to the Employer.

- d. During a 12 month period after termination of my *Employment*, I agree that any *Intellectual Property* I create or conceive that results from and is related to any work assigned to or performed by me for the Employer, or that was created using *Deloitte Property*, is a *Work* that is subject to Paragraph 10 (b) above. For purposes of clarification, the foregoing provision is in addition to, and not in limitation of, any rights and remedies the Employer may have under the applicable laws protecting *Intellectual Property* of the *Deloitte Entities*.

- e. I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Employer) of all *Works* developed by me during the period of my employment with the Employer, which records shall be available to and remain the sole property of the Employer at all times.

**11. Pre-existing Creations; Personal Creations.** My obligations in Paragraph 10 do not apply to *Pre-existing Creations* and *Personal Creations*. I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Creations*. I acknowledge and agree that I will not assert any ownership rights against the *Deloitte Entities*, or their respective clients, with respect to any *Pre-existing Creations* unless they appear on **Exhibit B**, and **Exhibit B** has been accepted and agreed to by an *Authorized Signatory* who has signed at the bottom of such **Exhibit B**. I further agree that I shall not use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment* without the prior written consent of an *Authorized Signatory*. To the extent that I use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment*, I agree that, except as otherwise provided in a written agreement executed by me and the Employer, I hereby grant to the Employer an irrevocable, royalty free, perpetual, fully paid up, transferable, sub-licensable license to use, reproduce, distribute, display, perform, modify and create derivative works of and otherwise exploit such *Pre-existing Creations* or *Personal Creations* for any purpose including, but not limited to, client engagements.

**12. Post- Employment Restrictions re: Clients.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or serving of certain clients related to my work for a *Deloitte Entity* would necessarily involve the unauthorized use or disclosure of *Confidential Information*, and the proprietary relationships and goodwill of the *Deloitte Entities*, and, in the case of my serving of certain clients, could compromise the full compliance of the Employer or another *Deloitte Entity* with the applicable laws, rules and regulations of a U.S. or India regulatory body or other independence-related requirement of a regulatory body. Accordingly, during the period of my *Employment* and for a period of one year thereafter, I will not, directly or indirectly, solicit or provide services to any existing client of a *Deloitte Entity* with which I had personal contact and provided services during the two-year period prior to termination of my *Employment*.

**13. Exceptions to Post- Employment Restrictions re: Clients.** I understand that the obligations of Paragraph 12 will not apply for a period of three (3) years after my start date or the date of my promotion or transfer to clients of a *Deloitte Entity* and/or certain specified kinds of services rendered to such clients that meet all of the following criteria: (a) are personal clients of mine who came to a *Deloitte Entity* solely to avail themselves of certain specified kinds of services rendered by me and only as a result of my own independent recruitment efforts, which a *Deloitte Entity* neither subsidized nor otherwise financially supported as part of a program of client development, (b) are listed on **Exhibit D** expressly by name with respect to client and with sufficient specificity with respect to the kinds of service(s) that I will be permitted to render, and (c) are



accepted and agreed to as to their listing on **Exhibit D** by an *Authorized Signatory* who has signed at the bottom of such Exhibit. I agree that after a period of three (3) years from my start date or the date of my promotion or transfer the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on **Exhibit D** to support the application of the obligations of Paragraph 12 to those clients.

**14. Future Employment with Clients.** Except as otherwise provided herein, I understand that I am not prohibited from accepting employment with a client (or an affiliate of such client) of a *Deloitte Entity*. Before entering into substantive discussions with an *Attest Client* regarding any employment opportunity, I acknowledge and agree that during my *Employment* and for five years thereafter I must first notify *Independence* and obtain prior written approval from *Independence*. I acknowledge and understand that it is the intent of the Employer to interpret and apply this provision (a) in an effort to ensure the full compliance of the *Deloitte Entities* with applicable U.S. and India laws, rules, and regulations; (b) to serve the public interest; and (c) to protect the legitimate interests of the *Deloitte Entities* or their respective *Attest Clients* under applicable U.S. or India laws, rules and regulations in a manner that is no greater than is reasonably necessary to protect such interests and without being unduly harsh and oppressive to me and my interests in future employment with an *Attest Client*. Further, I acknowledge and agree that because of, among other things, the importance of the *Deloitte Entities* remaining in compliance with applicable independence rules, such approval may be withheld by *Independence* in the event that my employment with an *Attest Client* would, in the view of Deloitte LLP, be inconsistent with applicable laws, rules and regulations or jeopardize the independence of a *Deloitte Entity* with respect to such *Attest Client*.

**15. Restrictions re: Personnel and Contractors.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or hiring or of any of its *Personnel* or contractors of the *Deloitte Entities*, or my participation in their hiring, admission or retention, would necessarily involve the unauthorized use or disclosure of *Confidential Information* or the proprietary relationships and goodwill of the *Deloitte Entities*. Accordingly, during my *Employment* and for one year thereafter, I will not, directly or indirectly, (a) solicit or attempt to solicit, or participate in the solicitation of or any attempt to solicit any *Personnel* to leave a *Deloitte Entity*, or to join any firm or business with which I may be or become affiliated; (b) participate in the hiring or admission of any *Personnel*; or (c) cause a contractor of a *Deloitte Entity* to cease providing services to, with, or on behalf of the *Deloitte Entity*.

**16. Post- Employment Restrictions re: Deloitte Property.** Upon termination of my *Employment*: (a) I will not use or disclose *Deloitte Property*, including, but not limited to, *Confidential Information* and *Works*, for any purpose; (b) I will not retain or take with me any *Deloitte Property*; (c) I will immediately deliver to a *Deloitte Entity* at any location that it designates, at my expense, within one business day after the termination of my *Employment* or on an alternate date designated by a *Deloitte*

*Entity*, any *Deloitte Property* that I may then or thereafter hold or control; and (d) I agree to allow a *Deloitte Entity* to inspect any of my personal or home computers, including smart phones, tablet computers, or any device, media or location capable of storing electronic data, to determine whether any *Deloitte Property* resides on such computers and to permit a *Deloitte Entity* to remove such *Deloitte Property*.

#### OTHER POST- EMPLOYMENT OBLIGATIONS

**17. Transition of Work and Cooperation.** Upon termination of my *Employment* for any reason, I will cooperate with a *Deloitte Entity* in all matters relating to the completion of pending work and its orderly transfer. I will also cooperate fully with a *Deloitte Entity* in connection with any threat of or actual legal proceeding against a *Deloitte Entity* or any client, customer or licensor of a *Deloitte Entity* arising out of any matter with or of which I had contact or knowledge during my *Employment*.

**18. Notification of Post- Employment Obligations.** I agree that prior to accepting employment or affiliation with another firm or business I will advise such firm or business of my duties and obligations under this Employment Agreement. After my *Employment* ends, I agree that a *Deloitte Entity* shall be permitted to advise any firm or business with which I have accepted an offer of employment or affiliation concerning my duties and obligations under this Employment Agreement.

**19. Certification.** I agree that during or after my *Employment* I will, if requested, provide written certification in such form as the Employer may require that I have complied with my obligations hereunder, including, without limitation, those obligations set forth in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15 and 16 of this Agreement.

#### OUR ENFORCEMENT RIGHTS AND REMEDIES IN THE EVENT OF A BREACH

**20. Equitable Relief and Attorney's Fees.** I acknowledge and agree that a breach of this Employment Agreement, including, but not limited to, a breach of my duties and obligations under the terms and conditions of Paragraphs 4, 5, 7, 8, 9, 10, 12, 14, 15 or 16 would cause irreparable harm to the *Deloitte Entities* and that, in addition to other remedies, the Employer on behalf of itself or another *Deloitte Entity* is entitled to a temporary restraining order, an injunction or other equitable relief to prevent any such breach. I also acknowledge that, to the extent permitted by law, a *Deloitte Entity* will be entitled to the payment of the *Deloitte Entities'* reasonable costs and attorney's fees incurred in enforcing this Employment Agreement. I also acknowledge that, to the extent permitted by law, the Employer may request that a court extend the one year period

following the termination of my *Employment*, as provided in Paragraphs 12 and 15, to correspond with the period that I participated in activities prohibited by Paragraphs 12 and 15.

**21. Liquidated Damages: Client Fees.** I agree that in the event of a breach under Paragraph 12, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

**22. Liquidated Damages: Compensation.** I agree that the precise amount of damages flowing from a breach under Paragraph 15 would be impracticable or extremely difficult to ascertain in an actual amount. Therefore, I agree that in the event of a breach under Paragraph 15, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by or owed to any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

**23. Right of Inspection.** I agree to permit the Employer (or to use my best efforts to enable the Employer) to inspect my books and records (and the books and records of any entity which employs or is associated or affiliated with me), upon request and at reasonable times, to enable the Employer to confirm the calculations described above and to verify compliance with Paragraphs 12 and 15. The Employer shall keep confidential any proprietary information obtained, except as may be necessary or desirable to enable the Employer to enforce its rights under this Employment Agreement and except as may be required by any statute, court or administrative order to decree or government ruling or regulation.

#### MISCELLANEOUS

**24. Governing Law; Choice of Forum.** This Employment Agreement is deemed to have been executed in the Employer's office in **Hyderabad, Telangana, India** and will be construed and governed in accordance with the laws of the Republic of India without regard to its conflicts-of-law principles. You agree to submit to jurisdiction before any court of record in which the Employer's office to which you were assigned is located, or in which a breach of this Employment Agreement may occur, at the election of the Employer, and you waive any right to raise questions of personal jurisdiction or venue in any action the Employer may bring against you in any such court. You further agree to accept service of process/summons/legal notice from the Employer when that process/summons/legal notice is either sent to your last known address by certified mail or served by any other means permitted under the law of the jurisdiction in which the Employer may bring an action against you.

**25. Modifications.** My obligations hereunder may not be changed or modified, released, discharged, abandoned or terminated, in whole or in part, except by an instrument in writing signed by an *Authorized Signatory*.

**26. Severability.** Every provision of this Employment Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such term or provision will be enforced to the maximum extent permitted by law and, in any event, such illegality or invalidity shall not affect the validity of the remainder of the Employment Agreement.

**27. Blue-Penciling.** If any court determines that any provision of this Employment Agreement, or any part hereof, or the application of any such provision, or any part hereof, to any person or circumstance is unenforceable or void, such court shall have the power to modify such provision, or any part hereof, to the extent necessary to render it legal and enforceable while preserving its intent, or if such modification is not possible, by substituting therefore another provision that is legal and enforceable and that achieves the same objective.

**28. Waiver.** None of my obligations under this Employment Agreement shall be deemed to have been waived by the Employer except if the giving of such waiver is contained in a written notice given to me and no such waiver shall be deemed to be a waiver of any other or further obligation I have under this Employment Agreement.

**29. Entire Agreement.** This Employment Agreement, the Employer's employment application, the Terms and Conditions of Service issued pursuant to the offer of employment and any documentation employing me or transferring me to the Employer, contain the entire understanding between me and the Employer or any other *Deloitte Entity* with respect to the subject matter hereof and supersedes all prior representations, warranties, and agreements with respect to such subject matter, and no representations, warranties or other covenants exist with respect to such subject matter that are not contained or expressly referred to herein. Notwithstanding the foregoing, any written agreement between a *Deloitte Entity* and me with respect to the subject matter hereof that was signed by me prior to the effective date of this Employment Agreement shall remain valid and enforceable according to the terms of such agreement with respect to all acts and omissions occurring prior to the effective date of this Employment Agreement. In the event of a conflict between this Employment Agreement and the employment application or any other document purporting to set forth terms and conditions of my *Employment*, this Employment Agreement will control.

**30. Transfer and Assignment.** Unless as the Employer shall otherwise determine, the rights, obligations and benefits of the Employer under this Employment Agreement, including but not limited to those rights and benefits relating to my post-Employment obligations set forth in this Paragraph 30 and in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19 and 23 above, are transferred and assigned, in whole or in part (as the Employer shall determine) and without the need for my consent

or the formality of documentation or prescribed processes, to (a) any *Deloitte Entity* in connection with my transfer to that *Deloitte Entity* or (b) any entity that acquires all or a part of the assets or business of the Employer. All provisions of this Employment Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, representatives, successors, and assigns of the Employer and me, and any *Deloitte Entity* to which I may be transferred during my *Employment*, provided, however, none of my duties or obligations under this Employment Agreement may be assigned or transferred by me to any other person or entity without the Employer's prior written approval of such assignment or transfer. Any purported assignments in violation of this Paragraph 30 shall be null and void.

**31. Headings.** The headings contained in this Employment Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Employment Agreement.

I have read the foregoing, understand it, and agree to comply with its terms.

**For Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
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Pooja Madnani

**Talent**

**Authorized Signatory**

Effective as of **November 13, 2022**, I accept all the terms and conditions of the Employer as stipulated in this Employment Agreement.

**A**

The definitions below apply to the italicized terms that appear in the Employment Agreement (including the exhibits):

**Attest Client** – attest client (or an affiliate of such client) of Deloitte & Touche LLP or a *Deloitte Entity*.

**Authorized Signatory** – a director, officer or other person who is authorized to sign on behalf of a *Deloitte Entity*.

**Confidential Information** – any information not generally known to the public, in any *Form*, that (1) relates to the operation of a *Deloitte Entity* or provides the *Deloitte Entities* with a competitive advantage, (2) consists of Personally Identifiable Information (*PII*) or other personal information about *Personnel*, client and other third party personnel, independent contractors, subcontractors, agents, vendors, suppliers or others which the Employer or another *Deloitte Entity* receives in the course of business, and (3) all other information entrusted to the Employer or another *Deloitte Entity* by clients and other third parties. *Confidential Information* includes, but is not limited to, *Intellectual Property*, supplier information, designs, business or marketing plans, forecasts and financial information, tax returns, tax identification numbers, agreements, client or prospective client lists, specific information about clients or prospective clients such as preferences for specific products and services, client or prospective client needs based on financial history and past purchases of services, client or prospective client development plans, specific rates charged to a client or offered to a prospective client and other business or client records. *Confidential Information* also includes, but is not limited to, debit or credit card information, employment applications, organization charts, performance ratings and other personnel records.

**Deloitte Entity** – the Employer, Deloitte LLP, and any corporation, company, partnership, limited liability company or other entity (a) that (i) is owned, directly or indirectly, in whole or in part, by Deloitte LLP (the “Deloitte U.S. Firms”), including but not limited to Deloitte LLP subsidiaries in India, the Deloitte Touche Tohmatsu verein, Deloitte Global Services Limited, Deloitte Global Services Holdings Limited, Deloitte Touche Tohmatsu Limited (“DTTL”) or any member firm of DTTL or affiliate thereof (collectively, the “DTTL Member Firms”) or (ii) controls, is controlled by or is under common control with any of the entities listed in clause (i); or (b) in which any *Personnel* participated on its behalf, or carried out any duties with respect to its affairs. For purposes of this Employment Agreement, the term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract, or otherwise.

**Deloitte Property** – *Confidential Information*, *Systems*, equipment, debit and credit cards issued in connection with my *Employment*, furniture, facilities and any and all other materials owned, licensed or leased by a *Deloitte Entity*, including, without limitation, computerized or electronic information and all copies thereof in any form or media, created by, furnished to, obtained by or prepared by me in the course of my employment in any capacity.

**Deloitte India (Offices of the US)** - The following companies shall be deemed to be the affiliates of each other and are collectively referred to as Deloitte India (Offices of the US): (i) Deloitte Consulting India Private Limited (ii) Deloitte Tax Services India Private Limited (iii) Deloitte Support Services India Private Limited (iv) Deloitte Financial Advisory Services India Private Limited and (v) Deloitte & Touche Assurance & Enterprise Risk Services India Private Limited.

**Electronic Communications** – all text, audio, video, images, information, data, files and attachments created, displayed, sent, received, posted, accessed or stored, whether deleted or not, by means of the *Systems*.

**Employment** – the nature of my relationship with the Employer or a *Deloitte Entity* pursuant to this Employment Agreement. Alternatively, and depending on context, *Employment* is the period of time during which this relationship persists.

**Form** - paper, computer disc, USB drive, website; any other tangible or electronic medium by which information may be stored or accessed; and human memory.

**Independence** – National Office (Independence) of Deloitte LLP.

**Intellectual Property** - works of authorship (including, without limitation, books, articles, data compilations, software and other copyrightable materials), materials, patents, inventions, designs, techniques, methodologies, processes, discoveries, know-how, ideas, trade secrets, moral rights, trademarks and other indicia of origin together with the goodwill therein, and all patent applications, copyright and trademark applications and registrations, and extensions and renewals thereof, throughout the world.

**Intellectual Property Rights** – all rights, title and interest in Intellectual Property.

**PCAOB** – the United States Public Company Accounting Oversight Board.

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**Personal Creations** – *Intellectual Property* that meet all of the following criteria: (1) it is conceived, developed, and created by me on my own time without using *Deloitte Property* or *Personnel* (during work hours), facilities, *Confidential Information* or *Works* of a *Deloitte Entity*, (2) it is unrelated to the actual or reasonably anticipated business or research and development of a *Deloitte Entity*, and (3) it does not result from any work performed by me and the *Personnel* (during work hours) for a *Deloitte Entity*.

**Personnel** – partners, principals, members, officers and employees of a *Deloitte Entity*.

**PII** – information (excluding business contact information such as an individual's name and one or more of the following: organization name, organizational title, organizational role, business address, business telephone number (including business cell phone number and business email address) relating to an identified or identifiable natural person. An identifiable natural person is a natural person who can be identified, directly or indirectly, by reference to an identification number or factors specific to his or her physical, physiological, mental, economic, cultural or social identity. Set forth below is a non-exclusive list of information that constitutes PII when such information relates to an identified or identifiable natural person:

- Account number (bank account, credit card, etc.)
- Address
- Biometric identifier
- Certificate or license number
- Date of birth
- Government identifiers (such as PAN)
- Name\*
- Personnel Number
- Photograph or video identifiable to an individual
- Vehicle identifier or serial number
- Other information related to an individual that may directly or indirectly identify that individual (e.g., salary, performance rating, purchase history, call history, etc.)

\* Note: When an individual's name is used with PII that is not business contact information, it is included in the definition of PII.

**Pre-existing Agreements or Arrangements** – agreements or arrangements that (1) relate to any *Pre-existing Creations*; or (2) may affect my ability to comply with the requirements of this Employment Agreement, including all contractual and other restrictions or obligations with other parties, including any post-employment restrictions and required notifications to the extent applicable under 18 United States Code §207, CFR 3.104-4, and India laws, rules and regulations that may or will impose limitations on my professional activities during my *Employment* (such as any non-compete agreements with prior employers and the one-year ban on lobbying contacts).

**Pre-existing Creations** – any *Intellectual Property* and *Intellectual Property Rights* that were developed or created by me, alone or with others, or otherwise acquired by me, before the period of my employment in any capacity with the Employer, in which I claim any ownership or right.

**Proceedings** – past or pending (1) actual or threatened claims or complaints of, or arising out of service to, present or former clients, (2) regulatory, self-regulatory, disciplinary, administrative, civil or criminal investigations, inquiries, charges, complaints, actions, sanctions, alternative dispute resolution proceedings, other proceedings or matters (other than criminal proceedings which relate solely to the operation of a motor vehicle) of any kind or nature, in India or any other jurisdiction, against me, including criminal proceedings arising out of my provision of professional services, proceedings brought by a professional association, or proceedings involving the Securities and Exchange Board of India, United States Securities and Exchange Commission or the PCAOB, other professional bodies like the Institute of Chartered Accountants of India or (3) matters of any kind or nature which could adversely affect my association with the Employer or my ability to perform my duties or responsibilities to the Employer, whether set forth in this Employment Agreement or otherwise, or my registration with or licensure by any governmental, quasi-governmental, or other regulatory agency, body or entity, in or outside the United States or India.

**Systems** – the communications systems or any part of such systems that a *Deloitte Entity* owns, licenses or operates and approves for use, including, but not limited to, e-mail, text messaging, Lotus Notes, Deloitte Online (eRoom), instant messaging, local area network, wide area network, Intranet (e.g., DeloitteNet, D Street), Internet, extranet, collaborative tools (e.g., blogs, wikis, etc.), laptop and desktop computers, servers, air cards, Personal Digital Assistants, cell phones, telephones and voicemail.

**Works** – all *Intellectual Property*, in any *Form*, created by me, alone or with others, during the period of my *Employment* that (1) is created within the scope of my *Employment*; (2) relates in any manner to the actual or anticipated business, research, or development of a *Deloitte Entity*; (3) results from any work assigned to or performed by me, alone or with others, for the Employer; or (4) is created with the use of *Deloitte Property*. **B**

**Pre-existing Creations; Pre-existing Agreements or Arrangements**

I understand and agree that the Employer makes no attempt to verify my claim of ownership to any of the *Pre-existing Creations* listed, and makes no admission that any *Pre-existing Creations* listed are owned by me.

[If yes, please enter details below]

Yes, I do have *Pre-existing Creations*,  
*Pre-existing*  
*Agreements or Arrangements*

X No, I do not have *Pre-existing*  
*Creations, Pre-existing Agreements or*  
*Arrangements*

**Title**

**Date**

**Brief Description**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Print)

ACCEPTED AND AGREED TO:

**Deloitte Tax Services India Private  
Limited**

DocuSigned by:

  
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Pooja Madhani

**Talent**

*Its: Authorized Signatory*

listed pursuant to Paragraphs 2 and 11 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment made in light of Paragraph 2 that *Pre-existing Creations*, if any, are described and explained in sufficient detail so that the likelihood of confusion between the employee's *Pre-existing Creations* and the Intellectual *Property* of a *Deloitte Entity* can be avoided or minimized in the future and further indicates that the *Pre-existing Agreements or Arrangements* have been obtained and reviewed and that the *Authorized Signatory* is satisfied that such *Pre-existing Agreements or Arrangements* will not interfere with the employee's ability to comply with the requirements of this Employment Agreement.

Off.: Floor 10, Deloitte Tower 1, Survey No. 41, Gachibowli Village, Ranga Reddy District, Hyderabad

\_\_\_\_\_  
C

**Proceedings**

**EXHIBIT**

[none, unless otherwise specified]

Yes, I do have *Proceedings* to report

X No, I do not have *Proceedings* to report

My signature below certifies that to the best of my knowledge, the information I have provided above, pursuant to Paragraph 3, is complete and accurate.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

**Exceptions to Post-Employment Restrictions: re: Clients**

[none, unless otherwise specified]

As specified in Paragraph 13, I agree that after a period of three (3) years from my start date or the date of my employment, as the case may be, the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on Exhibit D to support the application of the obligations of Paragraph 12 to those clients.

Yes, I do have  
Post-Employment Restrictions re: Clients

X No, I do not have  
Post-Employment Restrictions re: Clients

Name of ClientSpecified Kind of Services(s) Permitted

ACCEPTED AND AGREED TO:

**Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
 2B8F65B8ECE5489...

Pooja Madnani

**Talent**

Its: Authorized Signatory

Date

I have read and understood the above policy terms.

A n *Authorized Signatory's* signature is required only if information is provided pursuant to Paragraph 13 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment that criteria in Paragraph 13 have been fully satisfied, the clients listed have been properly identified, and the kinds of services permitted have been described with sufficient specificity.

**Terms and Conditions of Service**

In continuation to our offer of employment with **Deloitte Tax Services India Private Limited** (the "Employer"), please note the terms and conditions of service.

The italicized terms in these Terms and Conditions of Service are defined in **Exhibit A** of the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement hereto.

**Terms of Service****1. COMPLIANCE WITH INDEPENDENCE, ETHICS AND OTHER REQUIREMENTS**

Deloitte & Touche LLP performs attest services for certain of its clients and is subject to the independence requirements of, among others, the United States Securities and Exchange Commission (SEC), the United States Public Company Accounting Oversight Board (PCAOB), and the American Institute of Certified Public Accountants (AICPA). These requirements mandate that certain of the Employer's employees and their relatives be independent of some or all of such attest clients and their affiliates in accordance with the policies of Deloitte LLP and its subsidiaries (the "Deloitte US Entities").

Upon joining the Employer, you will be asked to review a listing of the attest clients and the affiliates of such clients of certain of the Deloitte US Entities and disclose relationships or financial holdings that you or your relatives may have that could affect the independence of the Deloitte US Entities. Any relationships or holdings that conflict with, among other things, the requirements of the SEC, the PCAOB or the AICPA or the independence or ethics policies of the Deloitte US Entities will need to be resolved immediately. Further, you will be required to comply with these policies throughout your career with the Employer, including, when applicable, maintaining a current list of certain of your financial interests (but not their value) in the independence tracking system.

As a condition to your joining the Employer and continued employment, you are required to complete a representation regarding your understanding of, and compliance with, independence and other matters, on a periodical basis (as requested beginning on



**EXHIBIT**

or prior to the date of you joining the Employer, annually thereafter, and upon certain changes in your role in the Employer), the details of which are provided in the independence representation. An example copy of this representation form is available for your reference on [www.deloittenet.com](http://www.deloittenet.com). The representation should be made to the best of your knowledge and ability. It is your responsibility to consult on any matter should you be uncertain or have a question. You are also requested to refer to [www.deloittenet.com](http://www.deloittenet.com) and *Independence* for more information in this respect. The representations made by you will be subject to an audit and may be reviewed by Deloitte LLP representatives and shared with certain third parties. If you are selected for such an audit, you will need to submit certain personal financial records to Deloitte LLP's internal audit team. Please be assured that Deloitte LLP fully intends to keep all information obtained through the audit process confidential and secure. You hereby give your consent to Deloitte LLP to use the information provided by you for such purposes as provided in the policies regarding independence and ethics.

In the event you (i) do not cooperate or comply with the independence requirements, or (ii) do not complete the necessary representations, or (iii) make inaccurate representation(s); you may be subject to disciplinary action including and up to termination of employment with the Employer.

Please feel free to contact or consult *Independence* should you require any further information or if you have any specific concerns in this respect.

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**2. NON DISCLOSURE, NON SOLICIT AND INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AGREEMENT ("Employment Agreement")**

You will be expected to sign the Employer's Employment Agreement. Please contact Talent for further details.

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**3. HARRASSMENT POLICY**

**Administrative Policy Release ("APR") 213** is the Employer's policy prohibiting harassment. Deloitte LLP's subsidiaries located in India ("Deloitte India (Offices of the US)") are committed to providing a working environment that is free from harassment based on caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis, in accordance with applicable Indian central, state or local law. Expressly forbidden are unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Depending on the circumstances, such harassment may also include conduct such as stereotyped or demeaning remarks or gestures or the display or circulation, whether in writing or electronically, of materials or pictures offensive to persons because of their caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis in accordance with applicable Indian central, state or local law. The full policy will be accessible to you on DeloitteNet after joining Deloitte U.S. India.

Off.: Floor 10, Deloitte Tower 1, Survey No. 41, Gachibowli Village, Ranga Reddy District, Hyderabad

#### 4. WORKING HOURS, HOLIDAYS, LEAVES AND MATERNITY BENEFITS

You will be provided with your standard working hours, which may vary over the course of your career. The Employer may, from time to time, subject to applicable laws, require the employee to work beyond these hours.

You shall be entitled to paid holidays and leave as per the Employer's policies.

Women employees are eligible for maternity benefits as per the recent amendments (2017) in the maternity benefit act, 1961, including having 26 weeks of maternity leave with pay, as applicable.

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#### 5. RETIREMENT AGE

The age of retirement for employees of Deloitte India (Offices of the US) is 60 years. Your employment will therefore automatically terminate at the end of the month in which you attain 60 years.

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#### 6. TRANSFERS

You may be transferred, assigned, or asked to attend training at the offices of a Deloitte Entity or its clients or third parties in India or abroad with or without additional compensation. In such an event, you will also be governed by the terms and conditions of service applicable to the transfer, assignment, or training.

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#### 7. NOTICE PERIOD FOR TERMINATION OF SERVICES

The notice period for termination of your services is **60 Days** by either side and/or salary in lieu of notice period on part of the Employer only.

The Employer expects all employees to maintain the highest standards of professional conduct at all times.

In order to assure orderly operations and provide the best possible work environment, the Employer expects you to follow rules of conduct that will protect the interests and safety of all personnel, including but not limited to the Code of Ethics and Professional Conduct.

In the event of any breach of the Code of Ethics and Professional Conduct, non-performance of a contractual obligation or the terms and conditions laid down in this Annexure, or if you engage in any misconduct whether or not in connection with or affecting the business or affairs of the Employer or the work conduct, as specified by Employer, you will be subject to disciplinary action up to and including termination of your services/ employment with the Employer without any notice or payment in lieu of notice notwithstanding any other terms and conditions stipulated herein.

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#### 8. MISCONDUCT

Misconduct may include but is not limited to:

- Irregular attendance: repeated or excessive absence, tardiness or early departures/ late comings without approval.
- Unreported or unapproved absence (including overstay of leave) for more than five consecutive days or deviation from assigned and accepted schedule for more than five days.
- Falsification or manipulation in background verification process or employment records, employment information, or other records prior to or after joining the Employer.
- Falsification or manipulation of Deloitte Time & Expense (DTE).
- Knowingly providing false statements, either verbally or in written form.
- Neglect of normal duties and functions.

- Practices such as reading personal materials during working time, having obscene or inappropriate posters or screen savers at your work station, playing games at your work station, etc.
- Continued discharge of work functions that do not meet the standards reasonably expected.
- Breach of the confidentiality provision in the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement including disclosing to any unauthorized person any *Confidential Information* or *PII*.
- Willful insubordination or disobedience, whether or not in combination with another, of any lawful and reasonable instructions of any member of management or any authorized person.
- Engaging in unapproved outside employment and activities as defined in APR 218 (US & IND) ([https://deloitte.net.deloitte.com/About/Policies/Admin/Pages/218\\_OutsideEmploymentActivities\\_US.aspx](https://deloitte.net.deloitte.com/About/Policies/Admin/Pages/218_OutsideEmploymentActivities_US.aspx)).
- Installing, downloading, copying or duplicating any unauthorized or unlicensed software, programs, games, or attachments on any computer system of the Employer or of any *Deloitte Entity* or its clients.
- Engaging in any illegal activities.
- Workplace violence, including threats of physical violence.
- Corporate credit card delinquencies.
- Causing damage to the property of the Employer, any *Deloitte Entity*, its clients, or their respective personnel
- Going on or abetting a strike in contravention of any law.
- Theft of any property belonging to another, the Employer or any *Deloitte Entity*, or their respective personnel, clients, or visitors
- Possession of firearms, explosives, knives or any instruments that can be used as an injurious or deadly weapon in the workplace or at any *Deloitte Entity* sponsored event.
- Corruption, fraud, or misappropriation of funds.
- Failure to comply with the policies, guidelines, rules and regulations of the Employer or a *Deloitte Entity* as applicable.
- Excessive personal use of the Employer's telephone, fax or computer systems.
- Failure to adhere to applicable laws.
- Any act prejudicial to or in conflict with the interests of the Employer or a *Deloitte Entity*.

The above terms and conditions are based on, and should be read in conjunction with, the Employer's policies, guidelines, procedures and other rules currently applicable, including but not limited to Administrative Policy Releases (APRs) and Deloitte India (Offices of the US)'s other policies, guidelines, rules, and regulations. The above rules are subject to amendments from time to time and the amended rules, policies, procedures, and guidelines would be posted on the Employer's Intranet site i.e. <https://deloitte.net.deloitte.com/Pages/Home.aspx> for employee reference. The policies will be updated from time to time in the future and we deem to have your consent to any and all such changes. Furthermore, upon acceptance of employment with the Employer, you may be requested to read and acknowledge acceptance of various policies and guidelines of the Employer. It is expected that you will read and acknowledge all such communications.

Effective as of **November 13, 2022**, I accept all the terms and conditions of the Employer as stipulated in these Terms and Conditions of Service.

Signature

Name

**Training Agreement****Dear :**

On behalf of **Deloitte Tax Services India Private Limited**, please accept our congratulations on your recent offer of employment to join the Company as **Tax Consultant I** pursuant to the terms and conditions of your offer letter dated **November 13, 2022**. You made a very favorable impression with everyone you met and we are excited about the possibility of you joining the Company.

As you may be aware, as a condition of employment with the Company, you may be required to travel Overseas to attend a series of training sessions for a period of up to 90 days. This training will be a combination of classroom procedural training as well as on-site training to observe employees conducting similar work at various client locations. This training represents the confidence we have in your ability to be a valuable member of the practice of the Company.

As per Company policy, we kindly bring to your attention that all employees attending training overseas are required to sign a Training Agreement which will obligate the employee to repay a calculated amount of the costs associated with the training, only if the employee resigns his/her position or are terminated for cause within a specified period after completion of the training (usually between 6 to 18 months). This repayment obligation disappears after the specified period of time has lapsed. We all look forward to seeing you again soon and having you join our team of outstanding professionals.

Sincerely,

For

**Deloitte Tax Services India Private Limited**

DocuSigned by:

*Pooja Madhuni*

By:

2B8F65B8ECE5489...

Signature

**Authorized Signatory**



## **L&T Technology Services**

Dear **ROUNAK AVINASH**,

On behalf of, it is our pleasure to confirm your selection for employment as “**Software Engineer-Trainee**”, in our **India** operations. We are very excited to extend this offer, and the opportunity it represents, with great confidence in your abilities.

We will be pleased to offer you on the following terms & conditions:

Designation : **Software Engineer – Trainee**

Total Cost to Company: **Rs. 4,00,000.00/- per annum**

Compensation: **As Detailed in Annexure I**

The company will make deductions as may be necessary as per Statutory compliance with State / Central tax laws.

Your Initial Posting will be at **Bangalore** However, your services are transferable to any other place or office of the Company or to any subsidiary or associate company; whether now existing or still to be formed. Such transfer / deputation will be in accordance with the company's rules being in force at the time. You are required to work from office on all 5 working days (Mon to Fri) for a period of 6 months from your date of joining , post which the schedule will be decided by the organization based on the requirements.

This letter will be followed by a background verification email and you will be required to share relevant documents as requested. Upon successful initiation of background verification, we will mail you a detailed offer letter before join us in July/August (Based Final Exams). It will include your date of joining, initial posting location and complete employment terms & conditions. Kindly consider this letter as an indicative offer, to begin with the on-boarding process.

Sincerely,  
L&T Technology Services

**Annexure I**

|               |                                          |              |           |
|---------------|------------------------------------------|--------------|-----------|
| <b>NAME:</b>  | ROUNAK<br>AVINASH                        | <b>GRADE</b> | <b>P2</b> |
| <b>TITLE:</b> | <b>Software<br/>Engineer<br/>Trainee</b> |              |           |

| <b>COMPONENTS - A</b>               | <b>Limits</b> | <b>Per Month</b> | <b>Per Annum</b> |
|-------------------------------------|---------------|------------------|------------------|
| Basic                               |               | 21,667           | 2,60,000         |
| HRA                                 |               | 10,833           | 1,30,000         |
| Executive Allowance                 |               | 14,508           | 1,74,097         |
| LTA - Maximum One Month Basic       | 21,667        | 1,806            | 21,667           |
| Children Education Allowance        | 2,400         | 200              | 2,400            |
| Lunch Coupon                        | 18,000        | 1,500            | 18,000           |
| Residential Telephone Reimbursement | -             | -                | -                |
| PF (Employer's Contribution)        |               | 2,600            | 31,200           |
| Gratuity                            |               | 1,053            | 12,636           |
| <b>Fixed Compensation</b>           |               | <b>200,167</b>   | <b>2,50,000</b>  |
| Insurance                           |               | 2,667            | 32,000           |
| <b>STI</b>                          |               |                  | <b>60,600</b>    |
| <b>Total Compensation</b>           |               |                  | <b>4,00,000</b>  |

**Note:**

FBP Component can be Zero or Maximum provided in the each row of FBP section.  
FBP Component can be changed three times a year before December of each year as per finance guidelines



## **L&T Technology Services**

Dear **SAGAR S JAKLI**,

On behalf of, it is our pleasure to confirm your selection for employment as “**Software Engineer-Trainee**”, in our **India** operations. We are very excited to extend this offer, and the opportunity it represents, with great confidence in your abilities.

We will be pleased to offer you on the following terms & conditions:

Designation : **Software Engineer – Trainee**

Total Cost to Company: **Rs. 4,00,000.00/- per annum**

Compensation: **As Detailed in Annexure I**

The company will make deductions as may be necessary as per Statutory compliance with State / Central tax laws.

Your Initial Posting will be at **Bangalore** However, your services are transferable to any other place or office of the Company or to any subsidiary or associate company; whether now existing or still to be formed. Such transfer / deputation will be in accordance with the company's rules being in force at the time. You are required to work from office on all 5 working days (Mon to Fri) for a period of 6 months from your date of joining , post which the schedule will be decided by the organization based on the requirements.

This letter will be followed by a background verification email and you will be required to share relevant documents as requested. Upon successful initiation of background verification, we will mail you a detailed offer letter before join us in July/August (Based Final Exams). It will include your date of joining, initial posting location and complete employment terms & conditions. Kindly consider this letter as an indicative offer, to begin with the on-boarding process.

Sincerely,  
L&T Technology Services

**Annexure I**

|               |                           |              |           |
|---------------|---------------------------|--------------|-----------|
| <b>NAME:</b>  | SAGAR S JAKLI             | <b>GRADE</b> | <b>P2</b> |
| <b>TITLE:</b> | Software Engineer Trainee |              |           |

| COMPONENTS - A                      | Limits | Per Month      | Per Annum       |
|-------------------------------------|--------|----------------|-----------------|
| Basic                               |        | 21,667         | 2,60,000        |
| HRA                                 |        | 10,833         | 1,30,000        |
| Executive Allowance                 |        | 14,508         | 1,74,097        |
| LTA - Maximum One Month Basic       | 21,667 | 1,806          | 21,667          |
| Children Education Allowance        | 2,400  | 200            | 2,400           |
| Lunch Coupon                        | 18,000 | 1,500          | 18,000          |
| Residential Telephone Reimbursement | -      | -              | -               |
| PF (Employer's Contribution)        |        | 2,600          | 31,200          |
| Gratuity                            |        | 1,053          | 12,636          |
| <b>Fixed Compensation</b>           |        | <b>200,167</b> | <b>2,50,000</b> |
| Insurance                           |        | 2,667          | 32,000          |
| <b>STI</b>                          |        |                | <b>60,600</b>   |
| <b>Total Compensation</b>           |        |                | <b>4,00,000</b> |

**Note:**

FBP Component can be Zero or Maximum provided in the each row of FBP section.  
FBP Component can be changed three times a year before December of each year as per finance guidelines





## **L&T Technology Services**

Dear **SARTHAK CHAKRABORTY**,

On behalf of, it is our pleasure to confirm your selection for employment as “**Software Engineer-Trainee**”, in our **India** operations. We are very excited to extend this offer, and the opportunity it represents, with great confidence in your abilities.

We will be pleased to offer you on the following terms & conditions:

Designation : **Software Engineer – Trainee**

Total Cost to Company: **Rs. 4,00,000.00/- per annum**

Compensation: **As Detailed in Annexure I**

The company will make deductions as may be necessary as per Statutory compliance with State / Central tax laws.

Your Initial Posting will be at **Bangalore** However, your services are transferable to any other place or office of the Company or to any subsidiary or associate company; whether now existing or still to be formed. Such transfer / deputation will be in accordance with the company's rules being in force at the time. You are required to work from office on all 5 working days (Mon to Fri) for a period of 6 months from your date of joining , post which the schedule will be decided by the organization based on the requirements.

This letter will be followed by a background verification email and you will be required to share relevant documents as requested. Upon successful initiation of background verification, we will mail you a detailed offer letter before join us in July/August (Based Final Exams). It will include your date of joining, initial posting location and complete employment terms & conditions. Kindly consider this letter as an indicative offer, to begin with the on-boarding process.

Sincerely,  
L&T Technology Services

**Annexure I**

|               |                                 |              |           |
|---------------|---------------------------------|--------------|-----------|
| <b>NAME:</b>  | SARTHAK<br>CHAKRABORTY          | <b>GRADE</b> | <b>P2</b> |
| <b>TITLE:</b> | Software<br>Engineer<br>Trainee |              |           |

| COMPONENTS - A                      | Limits | Per Month      | Per Annum       |
|-------------------------------------|--------|----------------|-----------------|
| Basic                               |        | 21,667         | 2,60,000        |
| HRA                                 |        | 10,833         | 1,30,000        |
| Executive Allowance                 |        | 14,508         | 1,74,097        |
| LTA - Maximum One Month Basic       | 21,667 | 1,806          | 21,667          |
| Children Education Allowance        | 2,400  | 200            | 2,400           |
| Lunch Coupon                        | 18,000 | 1,500          | 18,000          |
| Residential Telephone Reimbursement | -      | -              | -               |
| PF (Employer's Contribution)        |        | 2,600          | 31,200          |
| Gratuity                            |        | 1,053          | 12,636          |
| <b>Fixed Compensation</b>           |        | <b>200,167</b> | <b>2,50,000</b> |
| Insurance                           |        | 2,667          | 32,000          |
| <b>STI</b>                          |        |                | <b>60,600</b>   |
| <b>Total Compensation</b>           |        |                | <b>4,00,000</b> |

**Note:**

FBP Component can be Zero or Maximum provided in the each row of FBP section.  
FBP Component can be changed three times a year before December of each year as per finance guidelines



## **L&T Technology Services**

Dear **SHALINI.T**,

On behalf of, it is our pleasure to confirm your selection for employment as “**Software Engineer-Trainee**”, in our **India** operations. We are very excited to extend this offer, and the opportunity it represents, with great confidence in your abilities.

We will be pleased to offer you on the following terms & conditions:

Designation : **Software Engineer – Trainee**

Total Cost to Company: **Rs. 4,00,000.00/- per annum**

Compensation: **As Detailed in Annexure I**

The company will make deductions as may be necessary as per Statutory compliance with State / Central tax laws.

Your Initial Posting will be at **Bangalore** However, your services are transferable to any other place or office of the Company or to any subsidiary or associate company; whether now existing or still to be formed. Such transfer / deputation will be in accordance with the company's rules being in force at the time. You are required to work from office on all 5 working days (Mon to Fri) for a period of 6 months from your date of joining , post which the schedule will be decided by the organization based on the requirements.

This letter will be followed by a background verification email and you will be required to share relevant documents as requested. Upon successful initiation of background verification, we will mail you a detailed offer letter before join us in July/August (Based Final Exams). It will include your date of joining, initial posting location and complete employment terms & conditions. Kindly consider this letter as an indicative offer, to begin with the on-boarding process.

Sincerely,  
L&T Technology Services

**Annexure I**

|               |                           |              |           |
|---------------|---------------------------|--------------|-----------|
| <b>NAME:</b>  | SHALINI.T                 | <b>GRADE</b> | <b>P2</b> |
| <b>TITLE:</b> | Software Engineer Trainee |              |           |

| <b>COMPONENTS - A</b>               | <b>Limits</b> | <b>Per Month</b> | <b>Per Annum</b> |
|-------------------------------------|---------------|------------------|------------------|
| Basic                               |               | 21,667           | 2,60,000         |
| HRA                                 |               | 10,833           | 1,30,000         |
| Executive Allowance                 |               | 14,508           | 1,74,097         |
| LTA - Maximum One Month Basic       | 21,667        | 1,806            | 21,667           |
| Children Education Allowance        | 2,400         | 200              | 2,400            |
| Lunch Coupon                        | 18,000        | 1,500            | 18,000           |
| Residential Telephone Reimbursement | -             | -                | -                |
| PF (Employer's Contribution)        |               | 2,600            | 31,200           |
| Gratuity                            |               | 1,053            | 12,636           |
| <b>Fixed Compensation</b>           |               | <b>200,167</b>   | <b>2,50,000</b>  |
| Insurance                           |               | 2,667            | 32,000           |
| <b>STI</b>                          |               |                  | <b>60,600</b>    |
| <b>Total Compensation</b>           |               |                  | <b>4,00,000</b>  |

**Note:**

FBP Component can be Zero or Maximum provided in the each row of FBP section.  
FBP Component can be changed three times a year before December of each year as per finance guidelines



## Welcome to Wipro's Work Integrated Learning Program ("WILP")

**Work Integrated Learning Programme**  
**Wipro Limited, Dodda Kannelli**  
**Sarjapur Road, Bengaluru - 560 035.**  
**Phone: (080) 28440011/12, Fax: (080) 28440256**

Dear LAKSHMI M,

### **Sub: Enrolment letter to Wipro's Work Integrated Learning Program ("WILP") as Scholar Trainee – Work Integrated Learning Program**

Welcome to WILP!

With reference to your application, it is our pleasure to enroll you as a Scholar Trainee – Work Integrated Learning Program. This is a scholarship program customized as a robust academic and training program which will enable you to obtain M-Tech degree from one of the premier engineering institution / University in India.

The duration of the academic program shall be 48 months from the **date of enrolment to the academic program**. You will be enrolled into the academic program within 12 months from date of joining. Your date of joining will be intimated through a separate communication.

We hope you enjoy the learning with WILP and have an enriching experience being a part of Wipro Limited ("Wipro or "Company").

Please read through the terms and conditions of your enrolment as provided below.

We look forward to having a long and fruitful relationship with you at WILP, Wish you all the best!

Yours sincerely,  
For **Wipro Limited**,

**Aparna Shailen**  
**General Manager - Human Resources**

#### **Endorsement**

I accept the enrolment and the terms and conditions thereof as specified below. I shall report for undergoing study on

#### **Terms & Conditions of Scholarship**

##### **1. PROFILE:**

You have been selected to be a part of Wipro's WILP and are enrolled as a Scholar Trainee- Work Integrated Learning Program. Upon joining WILP, you will have to undergo a "Project Readiness Program" ('PRP') that prepares you to participate in projects at the Company as part of this learning program. This robust academic program will also enable you to obtain **M-Tech degree from one of the premier engineering Institution / University** upon successful completion of the course.

##### **2. DURATION:**

The duration of your academic program will be for a period of 48 months from the date of enrolment to the academic program. You will be enrolled into the academic program within 12 months from date of joining. Unless the Company extends the period of your study in writing, which is done solely at the discretion of the Company, your enrolment would automatically terminate at the end of the stated 48 months.

In case the Company extends the academic period (in writing) you will continue to be enrolled as a Scholar Trainee – Work Integrated Learning Program with WILP.

### 3. Appointment details:

We provide support to our global customers through various Company locations in India to suit customer requirements by operating 24x7. You would be operating from any of these locations and in any of the shifts, including night shift, as may be decided by the Company, keeping in mind the business needs and deliverables to customers.

### 4. Scholarship/Stipend and Benefits

During your period of enrolment, you would be entitled to a consolidated monthly scholarship.

Apart from the monthly scholarship, the Company will provide you with life & accidental insurance that would include a cover for you, the premium / cost will be taken care of by Wipro. This is a voluntary benefit offered by the Company and the details of the same are listed below.

- i. A Group Personal Accident Insurance (GPAI) coverage of **Rs.12,00,000/-**. You could also choose to get additional coverage for a nominal and highly negotiated premium. More details on the policy are available in My Policies section in myWipro, the HR portal at Wipro.
- ii. Group Life Insurance coverage of **Rs.14, 00,000/-**. This sum insured is inclusive of cover as per EDLI (Employee Deposit Linked Insurance). You can also get an extra coverage for a nominal and highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

In addition to the above, you are also eligible for medical insurance cover towards hospitalization.

You are eligible for a floater coverage of Rs.2,00,000/- per annum for family (self, spouse & children) towards hospitalization. There will be a deduction from your monthly scholarship/stipend depending on your marital/family status towards the base sum insured premium. 10% of the claim amount would need to be borne by the employee/Scholar trainee.

Base Medical insurance is to be availed by the employee as default. It is accounted for in deductions as a nominal monthly charge. Top-Up cover is voluntary and charged as applicable during renewal timelines.

If you wish to enhance the coverage, a top up cover option is also available for a highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

The below table lists down your scholarship details:

| Period      | Scholarship | ESI | Consolidated Scholarship (Rs. Per Month) |
|-------------|-------------|-----|------------------------------------------|
| First year  | 15000       | 488 | 15,488/- (*)                             |
| Second year | 17000       | 553 | 17,553/- (*)                             |
| Third year  | 19000       | 618 | 19,618/- (*)                             |
| Fourth year | 23000       | 0   | 23,000/- (*)                             |

(\*) You shall be responsible for payment of all statutory contributions, taxes, dues and levies as may be required under the relevant laws including contributions under Employees' State Insurance Corporation Act (**at 0.75% of your Scholarship**) as and when applicable to you. Such contributions, taxes, dues and levies where required, shall be deducted from your Scholarship and benefits according to applicable laws and regulations.

Your fourth-year scholarship will continue until completion of your M-Tech program. Your enrolment into the MTech academic program within 12 months from date of joining.

You shall be eligible to receive a onetime "joining bonus" of Rs.75,000 after you join Wipro along with your first month salary. All applicable taxes on the payment of this amount will be borne by you. Please note in the event you leave the organization within 12 months from the date of joining, payment processed under Joining bonus shall be recovered from the employee at the time of exit.

The enhancement of the scholarship at the end of each academic year of study will be at the discretion of the Company and subject to your satisfactory progress of study, acquisition of skills, behavior, regularity and punctuality in attendance. Your continued enrolment in the course, will be at the discretion of the Company, and is subject to satisfactory academic performance and other requirements as prescribed in the WILP portal.

In case your project performance at any stage is not found to be at par with the requirement of WILP, then you would be placed on performance improvement program (PIP). If you fail to successfully complete the PIP, the Company may at its sole discretion discontinue your enrolment in the WILP program.

#### **Book Allowance:**

A Book Allowance of Rs.1,250/- will be provided to you per semester. This allowance will be given every semester except the last semester when you will be engaged in dissertation. The allowance will be paid to you centrally along with your scholarship during the course of each semester. The allowance will be subject to tax. Book allowance is applicable and paid only when you are registered for the semester.

#### **5. Training Agreement:**

- i. This letter of enrolment is subject to the execution of a training agreement in the prescribed proforma with Wipro Limited, Sarjapur Road, Doddakannelli, Bengaluru-560035 on or before joining the program ("Training Agreement").
- ii. This Training agreement shall be for a total period of 60 Months where you will be mentored for developing your skills and knowledge. This included technical training, in various formats, both online and offline and practical experience in various projects. The Company invests on your behalf for the cost of these trainings. Should you discontinue the WILP program or your enrolment with WILP is cancelled for any reason whatsoever before the completion of 60 months from the date of joining, the training expenses of Rs.75,000/-(Rupees Seventy five thousand only) will have to be paid by you as detailed in the Training Agreement.

#### **6. PROJECT READINESS PROGRAM (PRP)**

Upon enrolment, you will have to undergo a Project Readiness Program (PRP) to prepare you to participate in projects. This is offered by Wipro's - Talent Transformation Department to all campus and off-campus selects. The broad objective of PRP is to equip you with the necessary knowledge and skills that will enable you to start working on real-life project work which is an integral part of the WILP.

#### **7. Regulations of Academic study:**

- i. You will be enrolled for M-Tech program with a renowned institution ("University") that collaborates with Wipro for WILP.
- ii. Course specialization includes but is not limited to Software Systems, Software Engineering, Information Technology, Computing Systems and Infrastructure Management, Data Analytics, IoT, Cloud, Digital & Cyber security, Embedded Systems.
- iii. Your specialization and enrolment would be decided based on prevailing business requirements and decision of the Company is final and binding.
- iv. You will not be able to change Specialization track after enrolment.
- v. Overall program duration is 4 years from date of enrolment of academic program.
- vi. As per the program structure, a WILP Scholar trainee will register and pursue 4 to 6 courses per semester over 7 semesters.
- vii. You will be required to submit a project work / dissertation in your final semester (8<sup>th</sup> semester of your program). This will enable you to advance your professional capabilities by applying concepts and techniques in projects.
- viii. Each course has multiple evaluation components. This includes an assignment component, quiz, mid-semester examination and comprehension examination. All evaluation components are mandatory for securing a pass grade in a course as prescribed by the partnering institution.

- ix. Contact classes are organized as per the handout and calendar prepared and shared by the University at the beginning of each semester. In the normal course, one session of 2 hours duration per course per contact class is organized.
- x. You will be called upon to undergo studies during the hours and days as may be fixed by the Company from time to time. Normally, the study hours would be from 9:00am to 6:00pm
- xi. The faculty will take attendance/circulate attendance sheets for every session. It is your responsibility to ensure that your attendances are recorded properly.
- xii. WILP Scholar trainees are expected to be on time for every session. Punctuality is non-negotiable and the faculty reserves the right to deny entry and attendance to late comers.
- xiii. Attending 75% of contact session is mandatory for each course to appear for examinations.
- xiv. Not attending classes for reasons like medical/on the job training /late coming/personal problems and other similar reasons would be treated as absenteeism.
- xv. Scholar trainees who fail to meet the minimum attendance criteria will not qualify for comprehension exams for any of the registered courses in that semester.
- xvi. For any reason, you are not able to meet the minimum attendance criteria or not complete the mandatory assignments / quiz / examinations in any semester, you are required to repeat the same semester as and when the next batch is organized. In such cases, rules and regulations governing academic programs at that time would be applicable. In addition, additional semesters fees are to be borne by you as prescribed by the University.
- xvii. At the end of each semester, the performance of each Scholar Trainee in a course, is specified as a letter grade which is obtained through a Relative Grading procedure
- xviii. Any Scholar trainee securing 3 or more cumulative fail grade at any point in time will be expelled from WILP Program.
- xix. The 8th semester of study is fully devoted for dissertation / project work
- xx. If a Scholar trainee's CGPA is less than 5.5, the Scholar trainee will not be permitted to register for the dissertation. He/she has to re-appear for exams and secure a CGPA of 5.5 before taking up the dissertation. Also, a Scholar trainee with an E grade in any course will not be permitted to register for the Dissertation
- xxi. Project / Dissertation work has to be carried out by each individual separately. Teamwork is not permitted.
- xxii. The dissertation has to be completed strictly as per the guidelines that are outlined by collaborating institution.
- xxiii. WILP Scholar trainees are expected to maintain decorum and discipline in line with Wipro's professional work culture and environment.
- xxiv. In cases where a Scholar trainee deviates from the expected behaviour as prescribed by the WILP and partnering institution from time to time , strict action will be taken and the decision of the WILP Team / faculty /, University would be final and binding.
- xxv. Breach of integrity will be dealt with sternly. Such Scholar trainees will be asked to discontinue their studies and also expelled from WILP program.
- xxvi. On successful completion of the study, you will be eligible to receive the M-Tech degree from the collaborating University, in recognition of your successfully completing the course.
- xxvii. All Scholar trainees of the WILP will be given testimonials at the end of the successful completion of the M-Tech degree program. The testimonial contains the timeline in the WILP and the kind of project works carried during this opportunity.

Mode of contact session, examination pattern and other academic program norms are subject to change based on the prevailing situation / University norms declared from time to time. Decision of the University would be final and binding.

## **8. Conflict of Interest:**

- i. During your enrolment period with the WILP, you will focus exclusively on the requirements of the program. In addition to your study and academic requirements, you are required to engage yourself exclusively in the work assigned by Wipro and shall not take up any independent or individual assignments (whether part time or full time, in an advisory capacity or otherwise) directly or indirectly without the express written consent of Head /



## Manager of WILP Academy

- ii. You shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any person who is involved in activities, which are or shall be in conflict with the interests of Wipro.
- iii. The Conflict of Interest Policy also refers to the need on your part, during your enrolment and for a period of one year from the cessation of your enrolment with WILP (irrespective of the circumstances of, or the reasons for, the cessation) not to solicit, induce or encourage:
  - a. Any student/scholar trainee of the WILP to abandon /withdraw their enrolment with the program or to accept enrolment and/or employment with any competitor, supplier or any customer with whom you have a connection.
  - b. Any employee of Wipro to terminate their employment with Wipro or to accept employment with any competitor, supplier or any customer with whom you have a connection.
  - c. Any customer or vendor of Wipro to move their existing business with Wipro to a third party or to terminate their business relationship with Wipro.
  - d. Any existing employee and/or student of WILP to become associated with, or perform services of any type for any third party.
- iv. In case of any conflict or doubt, please discuss the matter with Head / Manager of WILP, to understand Wipro's position on this and resolve the conflict.

## 9. Obligation and Responsibilities:

- i. During the study period you will be governed by the WILP regulations and instructions as may be modified, from time to time, in relation to conduct, discipline and other matters.
- ii. During your study as part of WILP, Company expects you to undergo study in the area in which you are placed, with a high standard of initiative and efficiency. This is critical and Company has zero tolerance towards any deviations.
- iii. You would not be allowed to seek membership of any local or public body without the written approval from the Head / Manager of WILP.
- iv. During the study period and thereafter, you would not be allowed to give out to anyone in writing or by word of mouth or otherwise, particulars or details of work - process, technical know-how, research carried out, security arrangements, or administrative and/or organizational matters of confidential or secret nature which you may come across during your academic study or become known to you by virtue of your undergoing study under WILP or otherwise.
- v. You are bound by all regulations, instructions and policies of the WILP and Wipro. These are updated / modified on a periodic basis and new policies may be introduced and notified to Scholar trainees from time to time and you will be bound to comply with the same.
- vi. In consideration of the opportunities, trainings and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by WILP/Wipro and in the course of your association with WILP. This covenant shall endure during your association and beyond the cessation of your association with WILP (irrespective of the circumstances of, or the reasons for, the cessation).
- vii. In connection with your association with Wipro as part of the WILP and during the term of your association upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business or academic session hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

During the period of academic study, if you develop or conceptualize inventions, ideas, concepts, discoveries, techniques and improvements (including without limitation computer software) solely or jointly with others in relation to the operation of the WILP / Wipro, such developments will be fully communicated to the WILP academy and will be the sole intellectual property of Wipro. You agree to cooperate in the execution of documents to facilitate the assignment of such intellectual property when required.

## 10. Confidentiality:

- i. In consideration of the opportunities, training and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by Wipro and in the course of your enrolment. This covenant shall endure during your enrolment and beyond the cessation of your enrolment with Wipro (irrespective of the circumstances of, or the reasons for, the cessation).
- ii. During your training on projects at Wipro, you will be expected not to use or disclose any confidential information, including trade secrets, of any former employer (if any) or other person with whom you have an obligation of confidentiality and by signing below you affirm that you have no conflicting obligations or non-compete agreements that would prevent you from working without limitation for Wipro.

## **11. Assignment of Intellectual Property**

In connection with your enrolment and during the term of your enrolment, upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

## **12. Posting**

During the initial study period, initially you would be made familiar with Wipro, but you may if needed be re-assigned or transferred to another division, department, establishment or new location where Wipro, has its office or operation and WILP classes are running in the particular location, in India, without enhancing the scholarship amount. On placement of this nature, you will also be governed by the disciplinary rules and regulations as applicable in that unit/branch. You may also be placed in any sister company of Wipro, for practical studies.

## **13. Misconduct:**

- i. In case you are charged with any misconduct or disciplinary issue during your study period, your enrolment with WILP may be temporarily placed on suspension without payment of scholarship amount, for such period as Wipro may deem fit. If the charges against you are proved to be true, your enrolment may be immediately cancelled, without any notice or payment of scholarship in lieu of notice notwithstanding any clause of this letter of enrolment. It is clarified that this clause is without prejudice to Wipro's rights to enforce the Training Agreement duly signed by you even after cancellation of your enrolment for whatever reasons as the case may be.
- ii. Notwithstanding the condition regarding written notice of termination and without prejudice to Wipro's right to enforce the Training agreement, Wipro shall have the right to terminate your academic study without any notice or payment of scholarship in lieu thereof, if any declaration given or information furnished by you to WILP/ Wipro is found to be false or if you are found to have willfully suppressed any material information.

**Please note that at any stage, whether during your selection process or upon enrolment with the WILP, if it is brought to our notice that you have indulged in malpractices or used illegal means to clear your online assessment, Wipro shall withdraw or revoke the enrolment and cancel the same with immediate effect and we reserve our rights to take suitable action against you as we may deem fit.**

## **14. Cancellation of Enrolment:**

Notwithstanding any of the clauses of this letter of enrolment, Company reserves the right at its sole discretion to cancel this enrolment during the study period without assigning any reason, by giving one month's (30 days) notice or one month's scholarship/stipend in lieu of notice.

## **15. Study Hours:**

- i. As a Scholar Trainee – Work Integrated Learning Program, you will be called upon to undergo studies during the hours and days as may be fixed by WILP from time to time as per the University requirements.
- ii. You would be assigned to any of the locations and any project work as part of your WILP as may be decided by the Company.
- iii. The full day lecture sessions will be held at any of Wipro's other establishments/outsourced venue. You may also be called upon to attend academic study as and when required on holidays, as may be scheduled in accordance with the convenience of the organizing team of the WILP.
- iv. The university will plan contact classes in multiple format to suit the project work situations and university guidelines such as contact classes in ILT (instructor Led training) and / or VILT (virtual Instructor Led Training and Self-Directed / Recorded lecture sessions).

## 16. General:

- i. This letter of enrolment is subject to the condition that you have not provided us with any false declaration or wilfully suppressed any material information. If you have, you will be liable for cancellation of enrolment from the WILP without any prior notice.
- ii. The terms of this letter of enrolment may be specifically enforced legally, if required. In this connection, if any of the provisions of this letter are declared or found to be void or unenforceable due to any reason whatsoever, the remaining provisions of this letter shall continue in full force and effect.
- iii. These enrolment terms supersede and replace any existing agreement or understanding, if any, between Wipro and you relating to the same subject matter.
- iv. You warrant that you are not prevented by a court or by any other administrative or judicial order from enrolling under this agreement. In the event that you are not a citizen of the country of posting, you should have a valid work permit to work in the country of posting.
- v. During the period of enrolment you are required to comply with all policies of WILP and Wipro. These policies are updated / modified on a periodic basis and new policies may be introduced and notified to the Scholar Trainees from time to time. You agree to comply with all policies as modified from time to time.

## 17. On Completion/Cancellation of Academic Program:

- i. On Completion of the academic program or cancellation of your enrolment, as the case may be, you will immediately surrender to Wipro/ the Academy all specifications, formulae, documents, literature, drawings or records, etc. belonging to Wipro/ the Academy or relating to its business and shall not make or retain any copies of these items.
- ii. You are not eligible to receive testimonial certificate if you do not successfully complete the academic study in accordance with this letter of enrolment and the study scheme formulated by the Academy.
- iii. Wipro reserves the right to offer employment at its sole discretion to a Scholar trainee on successful and satisfactory completion of the academic study.

## 18. Acceptance of Enrolment Letter:

Upon accepting the above terms and conditions, you are required to return the duplicate of this letter of enrolment, duly signed by you as a token of your acceptance on the day of joining WILP program.

Please confirm that the above terms are acceptable to you and that you accept the enrolment by signing a copy of this letter of enrolment and submit the same on the date of joining.

## 19. Work Allocation:

As part of your work responsibilities, you may be assigned to work on certain projects/accounts or other assignments as may be deemed fit by the Company in its sole discretion. Refusal to accept and deliver on such assignments shall be treated as a refusal to work and may result in termination of your employment or other disciplinary action.

Yours sincerely,

For **Wipro Limited**,



**Aparna Shailen**  
**General Manager - Human Resources**

I have read, understood and agree to accept the enrolment on the terms and conditions herein.

I shall be present for the induction session on

## **ANNEXURE I**

### **CONFIRMATION ON SHARING PERSONAL INFORMATION (AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT, 2000)**

I Radheshyam Thakur, confirm that I am voluntarily sharing my Personal Information with Wipro Limited ('Wipro') being a part of WILP of Wipro for the following purposes:

- a. validating my application form and retaining records on the same for any future reference/verification;
- b. processing my application form including background verification checks;
- c. academic study related actions including record keeping, processing scholarship advance and benefits and any action required in the context of my enrolment with Wipro, being a part of WILP.

In this context, I also agree to the retention of such Personal Information by Wipro for any future reference/verification and authorize Wipro to transfer the same to a third party.

I understand that 'Personal Information' means any information, relating to me that is available with Wipro and is capable of identifying me."

## **ANNEXURE II**

I hereby confirm that I shall submit the required academic certificate including but not limited to mark sheet and Provisional or Convocation Degree Certificate within 3 months from my date of joining. I understand that my enrolment is subject to my aggregate meeting the Wipro eligibility criteria and submission of the above mentioned documents.

I hereby declare that all the particulars mentioned above are true to the best of my knowledge. In the event of my failure to submit the above mentioned documents or in case of any discrepancy, I shall be liable for termination of my enrolment with Wipro.

## **ANNEXURE – III**

### **INITIAL INDUCTION PROGRAM**

The Talent Transformation team at Wipro groom's campus selects to help them face the challenges of the corporate world.

A holistic 360 degree approach to training is adopted and helps them hone their fundamental computer skills followed by insights into Wipro businesses, process, technology and behavioural skills.

To understand and appreciate the mindset of the young Trainees and ensure that the transformation is smooth, the induction program is done by a team of dedicated professionals who have exposure to the academic and corporate sectors alike. Project Readiness Program (PRP) is a training program designed to address the basic learning needs of the Trainees.

#### **Corporate Readiness Program - CRP**

The CRP program is focused on making young Trainees comfortable in a corporate environment. This program starts with a corporate induction.

"EMERGE" a behavioural skills building training program ensures that the fresh Trainee start feeling at ease in the "corporate world". This activity based behavioural intervention informs the new entrants about the corporate work culture and business etiquette.

#### **Technology Readiness Program - TRP**

The technology training provides critical technical skills required to work on projects allocated to Trainees and prepare to face the demands of the project world. We begin doing this by familiarizing with Wipro's businesses and work environment.

The methodology of training is "Project Based Learning" (PBL) approach, the entire learning is designed around a series of projects that the recruits are expected to complete individually by learning and applying various topics required to complete the project. Starting with individual projects, the PBL approach ends with recruits working on a team project.

## **ANNEXURE – IV**

I have read and understood the terms of my enrolment letter. I agree and acknowledge that I am a Student/Scholar trainee with Wipro's WILP. I further undertake that I shall not represent to any person within Wipro or any other third

party that I am an employee of Wipro Ltd and I fully understand that such false representation shall entail severe disciplinary action including immediate cancellation of my enrolment.

### **Travel, Accommodation, Food & Other Miscellaneous Expenses**

#### **Travel**

- i. You would be entitled for Rs. 1500 from the date of appointment as a lump sum amount that will be credited with your first month stipend. You may utilize this amount towards Travel and you would not need to submit bills towards usage of this amount.
- ii. There is no provision for reimbursement/allowance towards any expenses incurred in lieu of attending training or classes at different locations in the same city.

#### **Accommodation, Food & other Miscellaneous Expenses**

- i. You would be entitled for Rs.400 per day for 8 days (total amount of Rs.3,200) from the date of joining. You may utilize this amount towards accommodation, food & other miscellaneous expenses. This would be paid as a lump sum amount that will be credited with your first month stipend and you would not need to submit bills towards usage of this amount.
- ii. If your posting location (the location where you would be based out of after training) is different from the training location (location where you undergo initial training), you would be entitled for the following:  
  
Settlement and Miscellaneous Expenses: Rs.1200 per day for 7 days (total amount of Rs. 8,400) from the date of reporting to the posting location. You may utilize this amount towards boarding, lodging, conveyance & other miscellaneous expenses.
- iii. Any location change after reporting to posting location will be treated as relocation/transfer and will be covered under the Transfer policy for Team Rainbow. For details you can refer the policy at myWipro-> My Policies -> India->My Travel>Transfer Policy-Team Rainbow.
- iv. Campus joiners would not be eligible for accommodation at the Wipro guest houses.

**Please note in the event that the employee leaves the organization within 6 months from the date of joining, all payments processed under Joining & Relocation Entitlements shall be recovered from the employee at the time of exit.**

**Skill Preferences 1 :** [DAAI -Cloud & Digital Database](#)

**Location Preferences 1 :** [Bangalore](#)

**Skill Preferences 2 :** [CEP-SAP-ABAP](#)

**Location Preferences 2 :** [Mysore](#)

**Skill Preferences 3 :** [Python App](#)

**Location Preferences 3 :** [Chennai](#)

☒ Accept ☐ Decline

☒ **Signature** [Radheshyam Thakur 25/1/2023 10:00 PM](#)  
(checking the checkbox above is equivalent to a handwritten signature)

Registered Office:

**Wipro Limited** T :+91 (80) 2844 0011

Doddakannelli F :+91 (80) 2844 0054

Sarjapur Road E :info@wipro.com

Bengaluru 560 035 W :wipro.com

India C :L32102KA1945PLC020800

26168298

**LAKSHMI PRIYA MANNAVA**

Dear **LAKSHMI PRIYA MANNAVA**

On behalf of CAI Info India Private Ltd., I would like to reconfirm our verbal offer of employment as a **"Jr. Software Engineer"** for an annual CTC of Rs. 4,00,000.00 (Rupees four lakh only) beginning on your anticipated start date, Monday, February 05, 2024. This will be paid to you monthly at the end of each month in increments of Rs. 25,000.00 (gross monthly CTC).

Special Clauses:

- During the period of your employment, the Company may at any time assign or transfer you to any location in the world where the Company/its clients has its establishment. In such an event, you shall be entitled to allowances in accordance with the policies of the Company.
- If you do not have an existing account with ICICI Bank, you will be required to establish one within 2 weeks of your first pay.
- You shall be considered for the next financial review in 2025.

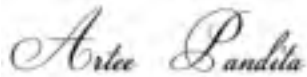
You are required to bring the following documents at the time of reporting for employment: -

- Last updated resume
- Latest passport size photograph
- A copy of Educational Certificates for all years of education and mark cards -
- Copy of passport
- Form 16

Please sign the bottom portion of this letter indicating your acceptance of this position and return the same immediately. You will be issued an appointment letter upon your acceptance of this offer letter.

Thank You and Welcome.

Yours Truly, Accepted By:



**Artee Pandita** \_\_\_\_\_  
**Director-Human Resources**

Divyasree Towers, Floor 5, Guruppanapalya  
Bannerghatta Main Road, Bangalore-560029  
[www.cai.io](http://www.cai.io) [inquire@cai.io](mailto:inquire@cai.io)

Detailed CTC Breakdown:

| Description       | Monthly              | Yearly                 |
|-------------------|----------------------|------------------------|
| Basic             | INR 13,750.00        | INR 1,65,000.00        |
| HRA               | INR 5,500.00         | INR 66,000.00          |
| Conveyance        | INR 300.00           | INR 3,600.00           |
| Medical Allowance | INR 700.00           | INR 8,400.00           |
| Statutory Bonus   | INR 2,500.00         | INR 30,000.00          |
| Provident Fund    | INR 3,300.00         | INR 39,600.00          |
| Gratuity          | INR 661.38           | INR 7,936.50           |
| Special Allowance | INR 788.63           | INR 9,463.50           |
| <b>Total</b>      | <b>INR 34,000.00</b> | <b>INR 4,00,000.00</b> |

Accepted By:

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Divyasree Towers, Floor 5, Guruppanapalya  
Bannerghatta Main Road, Bangalore-560029  
[www.cai.io](http://www.cai.io) [inquire@cai.io](mailto:inquire@cai.io)

**CAI Info India Private Limited**

080 -45340400



**LEKKALA VENUMADHAV**

Dear **LEKKALA VENUMADHAV**

On behalf of CAI Info India Private Ltd., I would like to reconfirm our verbal offer of employment as a **"Jr. Software Engineer"** for an annual CTC of Rs. 4,00,000.00 (Rupees four lakh only) beginning on your anticipated start date, Monday, February 05, 2024. This will be paid to you monthly at the end of each month in increments of Rs. 25,000.00 (gross monthly CTC).

Special Clauses:

- During the period of your employment, the Company may at any time assign or transfer you to any location in the world where the Company/its clients has its establishment. In such an event, you shall be entitled to allowances in accordance with the policies of the Company.
- If you do not have an existing account with ICICI Bank, you will be required to establish one within 2 weeks of your first pay.
- You shall be considered for the next financial review in 2025.

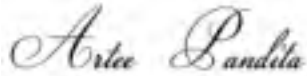
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- Latest passport size photograph
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- Copy of passport
- Form 16

Please sign the bottom portion of this letter indicating your acceptance of this position and return the same immediately. You will be issued an appointment letter upon your acceptance of this offer letter.

Thank You and Welcome.

Yours Truly, Accepted By:



**Artee Pandita** \_\_\_\_\_  
**Director-Human Resources**

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| Gratuity          | INR 661.38           | INR 7,936.50           |
| Special Allowance | INR 788.63           | INR 9,463.50           |
| <b>Total</b>      | <b>INR 34,000.00</b> | <b>INR 4,00,000.00</b> |

Accepted By:

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Divyasree Towers, Floor 5, Guruppanapalya  
Bannerghatta Main Road, Bangalore-560029  
[www.cai.io](http://www.cai.io) [inquire@cai.io](mailto:inquire@cai.io)

**CAI Info India Private Limited**

080 -45340400



## Welcome to Wipro's Work Integrated Learning Program ("WILP")

**Work Integrated Learning Programme**  
**Wipro Limited, Dodda Kannelli**  
**Sarjapur Road, Bengaluru - 560 035.**  
**Phone: (080) 28440011/12, Fax: (080) 28440256**

Dear Likith J,

### **Sub: Enrolment letter to Wipro's Work Integrated Learning Program ("WILP") as Scholar Trainee – Work Integrated Learning Program**

Welcome to WILP!

With reference to your application, it is our pleasure to enroll you as a Scholar Trainee – Work Integrated Learning Program. This is a scholarship program customized as a robust academic and training program which will enable you to obtain M-Tech degree from one of the premier engineering institution / University in India.

The duration of the academic program shall be 48 months from the **date of enrolment to the academic program**. You will be enrolled into the academic program within 12 months from date of joining. Your date of joining will be intimated through a separate communication.

We hope you enjoy the learning with WILP and have an enriching experience being a part of Wipro Limited ("Wipro or "Company").

Please read through the terms and conditions of your enrolment as provided below.

We look forward to having a long and fruitful relationship with you at WILP, Wish you all the best!

Yours sincerely,  
For **Wipro Limited**,

**Aparna Shailen**  
**General Manager - Human Resources**

#### **Endorsement**

I accept the enrolment and the terms and conditions thereof as specified below. I shall report for undergoing study on

#### **Terms & Conditions of Scholarship**

##### **1. PROFILE:**

You have been selected to be a part of Wipro's WILP and are enrolled as a Scholar Trainee- Work Integrated Learning Program. Upon joining WILP, you will have to undergo a "Project Readiness Program" ('PRP') that prepares you to participate in projects at the Company as part of this learning program. This robust academic program will also enable you to obtain **M-Tech degree from one of the premier engineering Institution / University** upon successful completion of the course.

##### **2. DURATION:**

The duration of your academic program will be for a period of 48 months from the date of enrolment to the academic program. You will be enrolled into the academic program within 12 months from date of joining. Unless the Company extends the period of your study in writing, which is done solely at the discretion of the Company, your enrolment would automatically terminate at the end of the stated 48 months.

In case the Company extends the academic period (in writing) you will continue to be enrolled as a Scholar Trainee – Work Integrated Learning Program with WILP.

### 3. Appointment details:

We provide support to our global customers through various Company locations in India to suit customer requirements by operating 24x7. You would be operating from any of these locations and in any of the shifts, including night shift, as may be decided by the Company, keeping in mind the business needs and deliverables to customers.

### 4. Scholarship/Stipend and Benefits

During your period of enrolment, you would be entitled to a consolidated monthly scholarship.

Apart from the monthly scholarship, the Company will provide you with life & accidental insurance that would include a cover for you, the premium / cost will be taken care of by Wipro. This is a voluntary benefit offered by the Company and the details of the same are listed below.

- i. A Group Personal Accident Insurance (GPAI) coverage of **Rs.12,00,000/-**. You could also choose to get additional coverage for a nominal and highly negotiated premium. More details on the policy are available in My Policies section in myWipro, the HR portal at Wipro.
- ii. Group Life Insurance coverage of **Rs.14, 00,000/-**. This sum insured is inclusive of cover as per EDLI (Employee Deposit Linked Insurance). You can also get an extra coverage for a nominal and highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

In addition to the above, you are also eligible for medical insurance cover towards hospitalization.

You are eligible for a floater coverage of Rs.2,00,000/- per annum for family (self, spouse & children) towards hospitalization. There will be a deduction from your monthly scholarship/stipend depending on your marital/family status towards the base sum insured premium. 10% of the claim amount would need to be borne by the employee/Scholar trainee.

Base Medical insurance is to be availed by the employee as default. It is accounted for in deductions as a nominal monthly charge. Top-Up cover is voluntary and charged as applicable during renewal timelines.

If you wish to enhance the coverage, a top up cover option is also available for a highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

The below table lists down your scholarship details:

| Period      | Scholarship | ESI | Consolidated Scholarship (Rs. Per Month) |
|-------------|-------------|-----|------------------------------------------|
| First year  | 15000       | 488 | 15,488/- (*)                             |
| Second year | 17000       | 553 | 17,553/- (*)                             |
| Third year  | 19000       | 618 | 19,618/- (*)                             |
| Fourth year | 23000       | 0   | 23,000/- (*)                             |

(\*) You shall be responsible for payment of all statutory contributions, taxes, dues and levies as may be required under the relevant laws including contributions under Employees' State Insurance Corporation Act (**at 0.75% of your Scholarship**) as and when applicable to you. Such contributions, taxes, dues and levies where required, shall be deducted from your Scholarship and benefits according to applicable laws and regulations.

Your fourth-year scholarship will continue until completion of your M-Tech program. Your enrolment into the MTech academic program within 12 months from date of joining.

You shall be eligible to receive a onetime "joining bonus" of Rs.75,000 after you join Wipro along with your first month salary. All applicable taxes on the payment of this amount will be borne by you. Please note in the event you leave the organization within 12 months from the date of joining, payment processed under Joining bonus shall be recovered from the employee at the time of exit.

The enhancement of the scholarship at the end of each academic year of study will be at the discretion of the Company and subject to your satisfactory progress of study, acquisition of skills, behavior, regularity and punctuality in attendance. Your continued enrolment in the course, will be at the discretion of the Company, and is subject to satisfactory academic performance and other requirements as prescribed in the WILP portal.

In case your project performance at any stage is not found to be at par with the requirement of WILP, then you would be placed on performance improvement program (PIP). If you fail to successfully complete the PIP, the Company may at its sole discretion discontinue your enrolment in the WILP program.

#### **Book Allowance:**

A Book Allowance of Rs.1,250/- will be provided to you per semester. This allowance will be given every semester except the last semester when you will be engaged in dissertation. The allowance will be paid to you centrally along with your scholarship during the course of each semester. The allowance will be subject to tax. Book allowance is applicable and paid only when you are registered for the semester.

#### **5. Training Agreement:**

- i. This letter of enrolment is subject to the execution of a training agreement in the prescribed proforma with Wipro Limited, Sarjapur Road, Doddakannelli, Bengaluru-560035 on or before joining the program ("Training Agreement").
- ii. This Training agreement shall be for a total period of 60 Months where you will be mentored for developing your skills and knowledge. This included technical training, in various formats, both online and offline and practical experience in various projects. The Company invests on your behalf for the cost of these trainings. Should you discontinue the WILP program or your enrolment with WILP is cancelled for any reason whatsoever before the completion of 60 months from the date of joining, the training expenses of Rs.75,000/-(Rupees Seventy five thousand only) will have to be paid by you as detailed in the Training Agreement.

#### **6. PROJECT READINESS PROGRAM (PRP)**

Upon enrolment, you will have to undergo a Project Readiness Program (PRP) to prepare you to participate in projects. This is offered by Wipro's - Talent Transformation Department to all campus and off-campus selects. The broad objective of PRP is to equip you with the necessary knowledge and skills that will enable you to start working on real-life project work which is an integral part of the WILP.

#### **7. Regulations of Academic study:**

- i. You will be enrolled for M-Tech program with a renowned institution ("University") that collaborates with Wipro for WILP.
- ii. Course specialization includes but is not limited to Software Systems, Software Engineering, Information Technology, Computing Systems and Infrastructure Management, Data Analytics, IoT, Cloud, Digital & Cyber security, Embedded Systems.
- iii. Your specialization and enrolment would be decided based on prevailing business requirements and decision of the Company is final and binding.
- iv. You will not be able to change Specialization track after enrolment.
- v. Overall program duration is 4 years from date of enrolment of academic program.
- vi. As per the program structure, a WILP Scholar trainee will register and pursue 4 to 6 courses per semester over 7 semesters.
- vii. You will be required to submit a project work / dissertation in your final semester (8<sup>th</sup> semester of your program). This will enable you to advance your professional capabilities by applying concepts and techniques in projects.
- viii. Each course has multiple evaluation components. This includes an assignment component, quiz, mid-semester examination and comprehension examination. All evaluation components are mandatory for securing a pass grade in a course as prescribed by the partnering institution.

- ix. Contact classes are organized as per the handout and calendar prepared and shared by the University at the beginning of each semester. In the normal course, one session of 2 hours duration per course per contact class is organized.
- x. You will be called upon to undergo studies during the hours and days as may be fixed by the Company from time to time. Normally, the study hours would be from 9:00am to 6:00pm
- xi. The faculty will take attendance/circulate attendance sheets for every session. It is your responsibility to ensure that your attendances are recorded properly.
- xii. WILP Scholar trainees are expected to be on time for every session. Punctuality is non-negotiable and the faculty reserves the right to deny entry and attendance to late comers.
- xiii. Attending 75% of contact session is mandatory for each course to appear for examinations.
- xiv. Not attending classes for reasons like medical/on the job training /late coming/personal problems and other similar reasons would be treated as absenteeism.
- xv. Scholar trainees who fail to meet the minimum attendance criteria will not qualify for comprehension exams for any of the registered courses in that semester.
- xvi. For any reason, you are not able to meet the minimum attendance criteria or not complete the mandatory assignments / quiz / examinations in any semester, you are required to repeat the same semester as and when the next batch is organized. In such cases, rules and regulations governing academic programs at that time would be applicable. In addition, additional semesters fees are to be borne by you as prescribed by the University.
- xvii. At the end of each semester, the performance of each Scholar Trainee in a course, is specified as a letter grade which is obtained through a Relative Grading procedure
- xviii. Any Scholar trainee securing 3 or more cumulative fail grade at any point in time will be expelled from WILP Program.
- xix. The 8th semester of study is fully devoted for dissertation / project work
- xx. If a Scholar trainee's CGPA is less than 5.5, the Scholar trainee will not be permitted to register for the dissertation. He/she has to re-appear for exams and secure a CGPA of 5.5 before taking up the dissertation. Also, a Scholar trainee with an E grade in any course will not be permitted to register for the Dissertation
- xxi. Project / Dissertation work has to be carried out by each individual separately. Teamwork is not permitted.
- xxii. The dissertation has to be completed strictly as per the guidelines that are outlined by collaborating institution.
- xxiii. WILP Scholar trainees are expected to maintain decorum and discipline in line with Wipro's professional work culture and environment.
- xxiv. In cases where a Scholar trainee deviates from the expected behaviour as prescribed by the WILP and partnering institution from time to time , strict action will be taken and the decision of the WILP Team / faculty /, University would be final and binding.
- xxv. Breach of integrity will be dealt with sternly. Such Scholar trainees will be asked to discontinue their studies and also expelled from WILP program.
- xxvi. On successful completion of the study, you will be eligible to receive the M-Tech degree from the collaborating University, in recognition of your successfully completing the course.
- xxvii. All Scholar trainees of the WILP will be given testimonials at the end of the successful completion of the M-Tech degree program. The testimonial contains the timeline in the WILP and the kind of project works carried during this opportunity.

Mode of contact session, examination pattern and other academic program norms are subject to change based on the prevailing situation / University norms declared from time to time. Decision of the University would be final and binding.

## **8. Conflict of Interest:**

- i. During your enrolment period with the WILP, you will focus exclusively on the requirements of the program. In addition to your study and academic requirements, you are required to engage yourself exclusively in the work assigned by Wipro and shall not take up any independent or individual assignments (whether part time or full time, in an advisory capacity or otherwise) directly or indirectly without the express written consent of Head /

## Manager of WILP Academy

- ii. You shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any person who is involved in activities, which are or shall be in conflict with the interests of Wipro.
- iii. The Conflict of Interest Policy also refers to the need on your part, during your enrolment and for a period of one year from the cessation of your enrolment with WILP (irrespective of the circumstances of, or the reasons for, the cessation) not to solicit, induce or encourage:
  - a. Any student/scholar trainee of the WILP to abandon /withdraw their enrolment with the program or to accept enrolment and/or employment with any competitor, supplier or any customer with whom you have a connection.
  - b. Any employee of Wipro to terminate their employment with Wipro or to accept employment with any competitor, supplier or any customer with whom you have a connection.
  - c. Any customer or vendor of Wipro to move their existing business with Wipro to a third party or to terminate their business relationship with Wipro.
  - d. Any existing employee and/or student of WILP to become associated with, or perform services of any type for any third party.
- iv. In case of any conflict or doubt, please discuss the matter with Head / Manager of WILP, to understand Wipro's position on this and resolve the conflict.

## 9. Obligation and Responsibilities:

- i. During the study period you will be governed by the WILP regulations and instructions as may be modified, from time to time, in relation to conduct, discipline and other matters.
- ii. During your study as part of WILP, Company expects you to undergo study in the area in which you are placed, with a high standard of initiative and efficiency. This is critical and Company has zero tolerance towards any deviations.
- iii. You would not be allowed to seek membership of any local or public body without the written approval from the Head / Manager of WILP.
- iv. During the study period and thereafter, you would not be allowed to give out to anyone in writing or by word of mouth or otherwise, particulars or details of work - process, technical know-how, research carried out, security arrangements, or administrative and/or organizational matters of confidential or secret nature which you may come across during your academic study or become known to you by virtue of your undergoing study under WILP or otherwise.
- v. You are bound by all regulations, instructions and policies of the WILP and Wipro. These are updated / modified on a periodic basis and new policies may be introduced and notified to Scholar trainees from time to time and you will be bound to comply with the same.
- vi. In consideration of the opportunities, trainings and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by WILP/Wipro and in the course of your association with WILP. This covenant shall endure during your association and beyond the cessation of your association with WILP (irrespective of the circumstances of, or the reasons for, the cessation).
- vii. In connection with your association with Wipro as part of the WILP and during the term of your association upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business or academic session hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

During the period of academic study, if you develop or conceptualize inventions, ideas, concepts, discoveries, techniques and improvements (including without limitation computer software) solely or jointly with others in relation to the operation of the WILP / Wipro, such developments will be fully communicated to the WILP academy and will be the sole intellectual property of Wipro. You agree to cooperate in the execution of documents to facilitate the assignment of such intellectual property when required.

## 10. Confidentiality:



- i. In consideration of the opportunities, training and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by Wipro and in the course of your enrolment. This covenant shall endure during your enrolment and beyond the cessation of your enrolment with Wipro (irrespective of the circumstances of, or the reasons for, the cessation).
- ii. During your training on projects at Wipro, you will be expected not to use or disclose any confidential information, including trade secrets, of any former employer (if any) or other person with whom you have an obligation of confidentiality and by signing below you affirm that you have no conflicting obligations or non-compete agreements that would prevent you from working without limitation for Wipro.

## **11. Assignment of Intellectual Property**

In connection with your enrolment and during the term of your enrolment, upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

## **12. Posting**

During the initial study period, initially you would be made familiar with Wipro, but you may if needed be re-assigned or transferred to another division, department, establishment or new location where Wipro, has its office or operation and WILP classes are running in the particular location, in India, without enhancing the scholarship amount. On placement of this nature, you will also be governed by the disciplinary rules and regulations as applicable in that unit/branch. You may also be placed in any sister company of Wipro, for practical studies.

## **13. Misconduct:**

- i. In case you are charged with any misconduct or disciplinary issue during your study period, your enrolment with WILP may be temporarily placed on suspension without payment of scholarship amount, for such period as Wipro may deem fit. If the charges against you are proved to be true, your enrolment may be immediately cancelled, without any notice or payment of scholarship in lieu of notice notwithstanding any clause of this letter of enrolment. It is clarified that this clause is without prejudice to Wipro's rights to enforce the Training Agreement duly signed by you even after cancellation of your enrolment for whatever reasons as the case may be.
- ii. Notwithstanding the condition regarding written notice of termination and without prejudice to Wipro's right to enforce the Training agreement, Wipro shall have the right to terminate your academic study without any notice or payment of scholarship in lieu thereof, if any declaration given or information furnished by you to WILP/ Wipro is found to be false or if you are found to have willfully suppressed any material information.

**Please note that at any stage, whether during your selection process or upon enrolment with the WILP, if it is brought to our notice that you have indulged in malpractices or used illegal means to clear your online assessment, Wipro shall withdraw or revoke the enrolment and cancel the same with immediate effect and we reserve our rights to take suitable action against you as we may deem fit.**

## **14. Cancellation of Enrolment:**

Notwithstanding any of the clauses of this letter of enrolment, Company reserves the right at its sole discretion to cancel this enrolment during the study period without assigning any reason, by giving one months' (30 days) notice or one month's scholarship/stipend in lieu of notice.

## **15. Study Hours:**

- i. As a Scholar Trainee – Work Integrated Learning Program, you will be called upon to undergo studies during the hours and days as may be fixed by WILP from time to time as per the University requirements.
- ii. You would be assigned to any of the locations and any project work as part of your WILP as may be decided by the Company.
- iii. The full day lecture sessions will be held at any of Wipro's other establishments/outsourced venue. You may also be called upon to attend academic study as and when required on holidays, as may be scheduled in accordance with the convenience of the organizing team of the WILP.
- iv. The university will plan contact classes in multiple format to suit the project work situations and university guidelines such as contact classes in ILT (instructor Led training) and / or VILT (virtual Instructor Led Training and Self-Directed / Recorded lecture sessions).

## 16. General:

- i. This letter of enrolment is subject to the condition that you have not provided us with any false declaration or wilfully suppressed any material information. If you have, you will be liable for cancellation of enrolment from the WILP without any prior notice.
- ii. The terms of this letter of enrolment may be specifically enforced legally, if required. In this connection, if any of the provisions of this letter are declared or found to be void or unenforceable due to any reason whatsoever, the remaining provisions of this letter shall continue in full force and effect.
- iii. These enrolment terms supersede and replace any existing agreement or understanding, if any, between Wipro and you relating to the same subject matter.
- iv. You warrant that you are not prevented by a court or by any other administrative or judicial order from enrolling under this agreement. In the event that you are not a citizen of the country of posting, you should have a valid work permit to work in the country of posting.
- v. During the period of enrolment you are required to comply with all policies of WILP and Wipro. These policies are updated / modified on a periodic basis and new policies may be introduced and notified to the Scholar Trainees from time to time. You agree to comply with all policies as modified from time to time.

## 17. On Completion/Cancellation of Academic Program:

- i. On Completion of the academic program or cancellation of your enrolment , as the case may be, you will immediately surrender to Wipro/ the Academy all specifications, formulae, documents, literature, drawings or records, etc. belonging to Wipro/ the Academy or relating to its business and shall not make or retain any copies of these items.
- ii. You are not eligible to receive testimonial certificate if you do not successfully complete the academic study in accordance with this letter of enrolment and the study scheme formulated by the Academy.
- iii. Wipro reserves the right to offer employment at its sole discretion to a Scholar trainee on successful and satisfactory completion of the academic study.

## 18. Acceptance of Enrolment Letter:

Upon accepting the above terms and conditions, you are required to return the duplicate of this letter of enrolment, duly signed by you as a token of your acceptance on the day of joining WILP program.

Please confirm that the above terms are acceptable to you and that you accept the enrolment by signing a copy of this letter of enrolment and submit the same on the date of joining.

## 19. Work Allocation:

As part of your work responsibilities, you may be assigned to work on certain projects/accounts or other assignments as may be deemed fit by the Company in its sole discretion. Refusal to accept and deliver on such assignments shall be treated as a refusal to work and may result in termination of your employment or other disciplinary action.

Yours sincerely,

For **Wipro Limited**,



**Aparna Shailen**  
**General Manager - Human Resources**

I have read, understood and agree to accept the enrolment on the terms and conditions herein.

I shall be present for the induction session on

## **ANNEXURE I**

### **CONFIRMATION ON SHARING PERSONAL INFORMATION (AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT, 2000)**

I Radheshyam Thakur, confirm that I am voluntarily sharing my Personal Information with Wipro Limited ('Wipro') being a part of WILP of Wipro for the following purposes:

- a. validating my application form and retaining records on the same for any future reference/verification;
- b. processing my application form including background verification checks;
- c. academic study related actions including record keeping, processing scholarship advance and benefits and any action required in the context of my enrolment with Wipro, being a part of WILP.

In this context, I also agree to the retention of such Personal Information by Wipro for any future reference/verification and authorize Wipro to transfer the same to a third party.

I understand that 'Personal Information' means any information, relating to me that is available with Wipro and is capable of identifying me."

## **ANNEXURE II**

I hereby confirm that I shall submit the required academic certificate including but not limited to mark sheet and Provisional or Convocation Degree Certificate within 3 months from my date of joining. I understand that my enrolment is subject to my aggregate meeting the Wipro eligibility criteria and submission of the above mentioned documents.

I hereby declare that all the particulars mentioned above are true to the best of my knowledge. In the event of my failure to submit the above mentioned documents or in case of any discrepancy, I shall be liable for termination of my enrolment with Wipro.

## **ANNEXURE – III**

### **INITIAL INDUCTION PROGRAM**

The Talent Transformation team at Wipro groom's campus selects to help them face the challenges of the corporate world.

A holistic 360 degree approach to training is adopted and helps them hone their fundamental computer skills followed by insights into Wipro businesses, process, technology and behavioural skills.

To understand and appreciate the mindset of the young Trainees and ensure that the transformation is smooth, the induction program is done by a team of dedicated professionals who have exposure to the academic and corporate sectors alike. Project Readiness Program (PRP) is a training program designed to address the basic learning needs of the Trainees.

#### **Corporate Readiness Program - CRP**

The CRP program is focused on making young Trainees comfortable in a corporate environment. This program starts with a corporate induction.

"EMERGE" a behavioural skills building training program ensures that the fresh Trainee start feeling at ease in the "corporate world". This activity based behavioural intervention informs the new entrants about the corporate work culture and business etiquette.

#### **Technology Readiness Program - TRP**

The technology training provides critical technical skills required to work on projects allocated to Trainees and prepare to face the demands of the project world. We begin doing this by familiarizing with Wipro's businesses and work environment.

The methodology of training is "Project Based Learning" (PBL) approach, the entire learning is designed around a series of projects that the recruits are expected to complete individually by learning and applying various topics required to complete the project. Starting with individual projects, the PBL approach ends with recruits working on a team project.

## **ANNEXURE – IV**

I have read and understood the terms of my enrolment letter. I agree and acknowledge that I am a Student/Scholar trainee with Wipro's WILP. I further undertake that I shall not represent to any person within Wipro or any other third

party that I am an employee of Wipro Ltd and I fully understand that such false representation shall entail severe disciplinary action including immediate cancellation of my enrolment.

### **Travel, Accommodation, Food & Other Miscellaneous Expenses**

#### **Travel**

- i. You would be entitled for Rs. 1500 from the date of appointment as a lump sum amount that will be credited with your first month stipend. You may utilize this amount towards Travel and you would not need to submit bills towards usage of this amount.
- ii. There is no provision for reimbursement/allowance towards any expenses incurred in lieu of attending training or classes at different locations in the same city.

#### **Accommodation, Food & other Miscellaneous Expenses**

- i. You would be entitled for Rs.400 per day for 8 days (total amount of Rs.3,200) from the date of joining. You may utilize this amount towards accommodation, food & other miscellaneous expenses. This would be paid as a lump sum amount that will be credited with your first month stipend and you would not need to submit bills towards usage of this amount.
- ii. If your posting location (the location where you would be based out of after training) is different from the training location (location where you undergo initial training), you would be entitled for the following:  
  
Settlement and Miscellaneous Expenses: Rs.1200 per day for 7 days (total amount of Rs. 8,400) from the date of reporting to the posting location. You may utilize this amount towards boarding, lodging, conveyance & other miscellaneous expenses.
- iii. Any location change after reporting to posting location will be treated as relocation/transfer and will be covered under the Transfer policy for Team Rainbow. For details you can refer the policy at myWipro-> My Policies -> India->My Travel>Transfer Policy-Team Rainbow.
- iv. Campus joiners would not be eligible for accommodation at the Wipro guest houses.

**Please note in the event that the employee leaves the organization within 6 months from the date of joining, all payments processed under Joining & Relocation Entitlements shall be recovered from the employee at the time of exit.**

**Skill Preferences 1 :** [DAAI -Cloud & Digital Database](#)

**Location Preferences 1 :** [Bangalore](#)

**Skill Preferences 2 :** [CEP-SAP-ABAP](#)

**Location Preferences 2 :** [Mysore](#)

**Skill Preferences 3 :** [Python App](#)

**Location Preferences 3 :** [Chennai](#)

☒ Accept ☐ Decline

☒ **Signature** [Radheshyam Thakur 25/1/2023 10:00 PM](#)

(checking the checkbox above is equivalent to a handwritten signature)

Registered Office:

**Wipro  
Limited**

**T :**+91 (80) 2844 0011

Doddakannelli

**F :**+91 (80) 2844 0054

Sarjapur  
Road

**E :**info@wipro.com

Bengaluru  
560 035

**W :**wipro.com

India

**C :**L32102KA1945PLC020800

26168298



Suchitra Choudhury, Clinical Director

RE: OFFER LETTER  
NAME: LISAMERY MARWEIN  
Position: Behaviour Therapist

Dear LISAMERY MARWEIN

After taking several qualified candidates through our interview process, we feel that you would make an excellent addition to the team. I am pleased to extend to you this official offer of employment for the position of 'Behaviour Therapist' at Early Autism Services, Bangalore.

Your employment will be subject to an introductory period of 60 (days) during which time you and your supervisor will assess your performance and the appropriateness of your employment with our company.

You will be working in one of our Bangalore Centres and will report to Janhavi Kelaskar, Centre Head. **Once your training period (Physical, clinical and theoretical training) is over, and you start working independently with clients,** your compensation and benefits package will include the following:

- Annual salary of Rs 400000 (paid monthly) under [exempt] status,
- Sick time per the Employee Handbook and National Legislations where applicable

The annual salary is inclusive of all taxes. Necessary deductions to be made in monthly salary.

This offer of employment is contingent on the successful completion of pre-employment physical/medical assessment, background check and exhibiting the basic necessary skills post joining. While we do not anticipate any concerns with either of these processes, should any findings not meet standards for employment, continuation of your employment will be jeopardized at that time.

On your first day, you will be required to present documents proving your identity and authorization to work in the Bangalore. A list of acceptable documents is included with this letter for your reference.

The Employee Handbook will be shared with you once you join. This document will provide further information regarding the Company's policies, procedures and benefits.

By signing this letter below, you acknowledge receipt and acceptance of our offer. The terms described in this letter replace all prior agreements and/or discussions pertaining to your offer of employment with EAS.

We look forward to having you as part of the team. If you have any questions, please do not hesitate to contact me.

Sincerely,

Suchitra Choudhury, M.A. Clin. Psy., BCBA, IBA  
Clinical Director  
EAS – Bangalore

Chief

Acknowledged and Accepted:



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Date



## Welcome to Wipro's Work Integrated Learning Program ("WILP")

**Work Integrated Learning Programme**  
**Wipro Limited, Dodda Kannelli**  
**Sarjapur Road, Bengaluru - 560 035.**  
**Phone: (080) 28440011/12, Fax: (080) 28440256**

Dear LOBSANG PHUNTSOK,

### **Sub: Enrolment letter to Wipro's Work Integrated Learning Program ("WILP") as Scholar Trainee – Work Integrated Learning Program**

Welcome to WILP!

With reference to your application, it is our pleasure to enroll you as a Scholar Trainee – Work Integrated Learning Program. This is a scholarship program customized as a robust academic and training program which will enable you to obtain M-Tech degree from one of the premier engineering institution / University in India.

The duration of the academic program shall be 48 months from the **date of enrolment to the academic program**. You will be enrolled into the academic program within 12 months from date of joining. Your date of joining will be intimated through a separate communication.

We hope you enjoy the learning with WILP and have an enriching experience being a part of Wipro Limited ("Wipro or "Company").

Please read through the terms and conditions of your enrolment as provided below.

We look forward to having a long and fruitful relationship with you at WILP, Wish you all the best!

Yours sincerely,  
For **Wipro Limited**,

**Aparna Shailen**  
**General Manager - Human Resources**

#### **Endorsement**

I accept the enrolment and the terms and conditions thereof as specified below. I shall report for undergoing study on

#### **Terms & Conditions of Scholarship**

##### **1. PROFILE:**

You have been selected to be a part of Wipro's WILP and are enrolled as a Scholar Trainee- Work Integrated Learning Program. Upon joining WILP, you will have to undergo a "Project Readiness Program" ('PRP') that prepares you to participate in projects at the Company as part of this learning program. This robust academic program will also enable you to obtain **M-Tech degree from one of the premier engineering Institution / University** upon successful completion of the course.

##### **2. DURATION:**

The duration of your academic program will be for a period of 48 months from the date of enrolment to the academic program. You will be enrolled into the academic program within 12 months from date of joining. Unless the Company extends the period of your study in writing, which is done solely at the discretion of the Company, your enrolment would automatically terminate at the end of the stated 48 months.

In case the Company extends the academic period (in writing) you will continue to be enrolled as a Scholar Trainee – Work Integrated Learning Program with WILP.

### 3. Appointment details:

We provide support to our global customers through various Company locations in India to suit customer requirements by operating 24x7. You would be operating from any of these locations and in any of the shifts, including night shift, as may be decided by the Company, keeping in mind the business needs and deliverables to customers.

### 4. Scholarship/Stipend and Benefits

During your period of enrolment, you would be entitled to a consolidated monthly scholarship.

Apart from the monthly scholarship, the Company will provide you with life & accidental insurance that would include a cover for you, the premium / cost will be taken care of by Wipro. This is a voluntary benefit offered by the Company and the details of the same are listed below.

- i. A Group Personal Accident Insurance (GPAI) coverage of **Rs.12,00,000/-**. You could also choose to get additional coverage for a nominal and highly negotiated premium. More details on the policy are available in My Policies section in myWipro, the HR portal at Wipro.
- ii. Group Life Insurance coverage of **Rs.14, 00,000/-**. This sum insured is inclusive of cover as per EDLI (Employee Deposit Linked Insurance). You can also get an extra coverage for a nominal and highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

In addition to the above, you are also eligible for medical insurance cover towards hospitalization.

You are eligible for a floater coverage of Rs.2,00,000/- per annum for family (self, spouse & children) towards hospitalization. There will be a deduction from your monthly scholarship/stipend depending on your marital/family status towards the base sum insured premium. 10% of the claim amount would need to be borne by the employee/Scholar trainee.

Base Medical insurance is to be availed by the employee as default. It is accounted for in deductions as a nominal monthly charge. Top-Up cover is voluntary and charged as applicable during renewal timelines.

If you wish to enhance the coverage, a top up cover option is also available for a highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

The below table lists down your scholarship details:

| Period      | Scholarship | ESI | Consolidated Scholarship (Rs. Per Month) |
|-------------|-------------|-----|------------------------------------------|
| First year  | 15000       | 488 | 15,488/- (*)                             |
| Second year | 17000       | 553 | 17,553/- (*)                             |
| Third year  | 19000       | 618 | 19,618/- (*)                             |
| Fourth year | 23000       | 0   | 23,000/- (*)                             |

(\*) You shall be responsible for payment of all statutory contributions, taxes, dues and levies as may be required under the relevant laws including contributions under Employees' State Insurance Corporation Act (**at 0.75% of your Scholarship**) as and when applicable to you. Such contributions, taxes, dues and levies where required, shall be deducted from your Scholarship and benefits according to applicable laws and regulations.

Your fourth-year scholarship will continue until completion of your M-Tech program. Your enrolment into the MTech academic program within 12 months from date of joining.



You shall be eligible to receive a onetime "joining bonus" of Rs.75,000 after you join Wipro along with your first month salary. All applicable taxes on the payment of this amount will be borne by you. Please note in the event you leave the organization within 12 months from the date of joining, payment processed under Joining bonus shall be recovered from the employee at the time of exit.

The enhancement of the scholarship at the end of each academic year of study will be at the discretion of the Company and subject to your satisfactory progress of study, acquisition of skills, behavior, regularity and punctuality in attendance. Your continued enrolment in the course, will be at the discretion of the Company, and is subject to satisfactory academic performance and other requirements as prescribed in the WILP portal.

In case your project performance at any stage is not found to be at par with the requirement of WILP, then you would be placed on performance improvement program (PIP). If you fail to successfully complete the PIP, the Company may at its sole discretion discontinue your enrolment in the WILP program.

#### **Book Allowance:**

A Book Allowance of Rs.1,250/- will be provided to you per semester. This allowance will be given every semester except the last semester when you will be engaged in dissertation. The allowance will be paid to you centrally along with your scholarship during the course of each semester. The allowance will be subject to tax. Book allowance is applicable and paid only when you are registered for the semester.

#### **5. Training Agreement:**

- i. This letter of enrolment is subject to the execution of a training agreement in the prescribed proforma with Wipro Limited, Sarjapur Road, Doddakannelli, Bengaluru-560035 on or before joining the program ("Training Agreement").
- ii. This Training agreement shall be for a total period of 60 Months where you will be mentored for developing your skills and knowledge. This included technical training, in various formats, both online and offline and practical experience in various projects. The Company invests on your behalf for the cost of these trainings. Should you discontinue the WILP program or your enrolment with WILP is cancelled for any reason whatsoever before the completion of 60 months from the date of joining, the training expenses of Rs.75,000/-(Rupees Seventy five thousand only) will have to be paid by you as detailed in the Training Agreement.

#### **6. PROJECT READINESS PROGRAM (PRP)**

Upon enrolment, you will have to undergo a Project Readiness Program (PRP) to prepare you to participate in projects. This is offered by Wipro's - Talent Transformation Department to all campus and off-campus selects. The broad objective of PRP is to equip you with the necessary knowledge and skills that will enable you to start working on real-life project work which is an integral part of the WILP.

#### **7. Regulations of Academic study:**

- i. You will be enrolled for M-Tech program with a renowned institution ("University") that collaborates with Wipro for WILP.
- ii. Course specialization includes but is not limited to Software Systems, Software Engineering, Information Technology, Computing Systems and Infrastructure Management, Data Analytics, IoT, Cloud, Digital & Cyber security, Embedded Systems.
- iii. Your specialization and enrolment would be decided based on prevailing business requirements and decision of the Company is final and binding.
- iv. You will not be able to change Specialization track after enrolment.
- v. Overall program duration is 4 years from date of enrolment of academic program.
- vi. As per the program structure, a WILP Scholar trainee will register and pursue 4 to 6 courses per semester over 7 semesters.
- vii. You will be required to submit a project work / dissertation in your final semester (8<sup>th</sup> semester of your program). This will enable you to advance your professional capabilities by applying concepts and techniques in projects.
- viii. Each course has multiple evaluation components. This includes an assignment component, quiz, mid-semester examination and comprehension examination. All evaluation components are mandatory for securing a pass grade in a course as prescribed by the partnering institution.

- ix. Contact classes are organized as per the handout and calendar prepared and shared by the University at the beginning of each semester. In the normal course, one session of 2 hours duration per course per contact class is organized.
- x. You will be called upon to undergo studies during the hours and days as may be fixed by the Company from time to time. Normally, the study hours would be from 9:00am to 6:00pm
- xi. The faculty will take attendance/circulate attendance sheets for every session. It is your responsibility to ensure that your attendances are recorded properly.
- xii. WILP Scholar trainees are expected to be on time for every session. Punctuality is non-negotiable and the faculty reserves the right to deny entry and attendance to late comers.
- xiii. Attending 75% of contact session is mandatory for each course to appear for examinations.
- xiv. Not attending classes for reasons like medical/on the job training /late coming/personal problems and other similar reasons would be treated as absenteeism.
- xv. Scholar trainees who fail to meet the minimum attendance criteria will not qualify for comprehension exams for any of the registered courses in that semester.
- xvi. For any reason, you are not able to meet the minimum attendance criteria or not complete the mandatory assignments / quiz / examinations in any semester, you are required to repeat the same semester as and when the next batch is organized. In such cases, rules and regulations governing academic programs at that time would be applicable. In addition, additional semesters fees are to be borne by you as prescribed by the University.
- xvii. At the end of each semester, the performance of each Scholar Trainee in a course, is specified as a letter grade which is obtained through a Relative Grading procedure
- xviii. Any Scholar trainee securing 3 or more cumulative fail grade at any point in time will be expelled from WILP Program.
- xix. The 8th semester of study is fully devoted for dissertation / project work
- xx. If a Scholar trainee's CGPA is less than 5.5, the Scholar trainee will not be permitted to register for the dissertation. He/she has to re-appear for exams and secure a CGPA of 5.5 before taking up the dissertation. Also, a Scholar trainee with an E grade in any course will not be permitted to register for the Dissertation
- xxi. Project / Dissertation work has to be carried out by each individual separately. Teamwork is not permitted.
- xxii. The dissertation has to be completed strictly as per the guidelines that are outlined by collaborating institution.
- xxiii. WILP Scholar trainees are expected to maintain decorum and discipline in line with Wipro's professional work culture and environment.
- xxiv. In cases where a Scholar trainee deviates from the expected behaviour as prescribed by the WILP and partnering institution from time to time , strict action will be taken and the decision of the WILP Team / faculty /, University would be final and binding.
- xxv. Breach of integrity will be dealt with sternly. Such Scholar trainees will be asked to discontinue their studies and also expelled from WILP program.
- xxvi. On successful completion of the study, you will be eligible to receive the M-Tech degree from the collaborating University, in recognition of your successfully completing the course.
- xxvii. All Scholar trainees of the WILP will be given testimonials at the end of the successful completion of the M-Tech degree program. The testimonial contains the timeline in the WILP and the kind of project works carried during this opportunity.

Mode of contact session, examination pattern and other academic program norms are subject to change based on the prevailing situation / University norms declared from time to time. Decision of the University would be final and binding.

## **8. Conflict of Interest:**

- i. During your enrolment period with the WILP, you will focus exclusively on the requirements of the program. In addition to your study and academic requirements, you are required to engage yourself exclusively in the work assigned by Wipro and shall not take up any independent or individual assignments (whether part time or full time, in an advisory capacity or otherwise) directly or indirectly without the express written consent of Head /

## Manager of WILP Academy

- ii. You shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any person who is involved in activities, which are or shall be in conflict with the interests of Wipro.
- iii. The Conflict of Interest Policy also refers to the need on your part, during your enrolment and for a period of one year from the cessation of your enrolment with WILP (irrespective of the circumstances of, or the reasons for, the cessation) not to solicit, induce or encourage:
  - a. Any student/scholar trainee of the WILP to abandon /withdraw their enrolment with the program or to accept enrolment and/or employment with any competitor, supplier or any customer with whom you have a connection.
  - b. Any employee of Wipro to terminate their employment with Wipro or to accept employment with any competitor, supplier or any customer with whom you have a connection.
  - c. Any customer or vendor of Wipro to move their existing business with Wipro to a third party or to terminate their business relationship with Wipro.
  - d. Any existing employee and/or student of WILP to become associated with, or perform services of any type for any third party.
- iv. In case of any conflict or doubt, please discuss the matter with Head / Manager of WILP, to understand Wipro's position on this and resolve the conflict.

## 9. Obligation and Responsibilities:

- i. During the study period you will be governed by the WILP regulations and instructions as may be modified, from time to time, in relation to conduct, discipline and other matters.
- ii. During your study as part of WILP, Company expects you to undergo study in the area in which you are placed, with a high standard of initiative and efficiency. This is critical and Company has zero tolerance towards any deviations.
- iii. You would not be allowed to seek membership of any local or public body without the written approval from the Head / Manager of WILP.
- iv. During the study period and thereafter, you would not be allowed to give out to anyone in writing or by word of mouth or otherwise, particulars or details of work - process, technical know-how, research carried out, security arrangements, or administrative and/or organizational matters of confidential or secret nature which you may come across during your academic study or become known to you by virtue of your undergoing study under WILP or otherwise.
- v. You are bound by all regulations, instructions and policies of the WILP and Wipro. These are updated / modified on a periodic basis and new policies may be introduced and notified to Scholar trainees from time to time and you will be bound to comply with the same.
- vi. In consideration of the opportunities, trainings and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by WILP/Wipro and in the course of your association with WILP. This covenant shall endure during your association and beyond the cessation of your association with WILP (irrespective of the circumstances of, or the reasons for, the cessation).
- vii. In connection with your association with Wipro as part of the WILP and during the term of your association upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business or academic session hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

During the period of academic study, if you develop or conceptualize inventions, ideas, concepts, discoveries, techniques and improvements (including without limitation computer software) solely or jointly with others in relation to the operation of the WILP / Wipro, such developments will be fully communicated to the WILP academy and will be the sole intellectual property of Wipro. You agree to cooperate in the execution of documents to facilitate the assignment of such intellectual property when required.

## 10. Confidentiality:

- i. In consideration of the opportunities, training and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by Wipro and in the course of your enrolment. This covenant shall endure during your enrolment and beyond the cessation of your enrolment with Wipro (irrespective of the circumstances of, or the reasons for, the cessation).
- ii. During your training on projects at Wipro, you will be expected not to use or disclose any confidential information, including trade secrets, of any former employer (if any) or other person with whom you have an obligation of confidentiality and by signing below you affirm that you have no conflicting obligations or non-compete agreements that would prevent you from working without limitation for Wipro.

## **11. Assignment of Intellectual Property**

In connection with your enrolment and during the term of your enrolment, upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

## **12. Posting**

During the initial study period, initially you would be made familiar with Wipro, but you may if needed be re-assigned or transferred to another division, department, establishment or new location where Wipro, has its office or operation and WILP classes are running in the particular location, in India, without enhancing the scholarship amount. On placement of this nature, you will also be governed by the disciplinary rules and regulations as applicable in that unit/branch. You may also be placed in any sister company of Wipro, for practical studies.

## **13. Misconduct:**

- i. In case you are charged with any misconduct or disciplinary issue during your study period, your enrolment with WILP may be temporarily placed on suspension without payment of scholarship amount, for such period as Wipro may deem fit. If the charges against you are proved to be true, your enrolment may be immediately cancelled, without any notice or payment of scholarship in lieu of notice notwithstanding any clause of this letter of enrolment. It is clarified that this clause is without prejudice to Wipro's rights to enforce the Training Agreement duly signed by you even after cancellation of your enrolment for whatever reasons as the case may be.
- ii. Notwithstanding the condition regarding written notice of termination and without prejudice to Wipro's right to enforce the Training agreement, Wipro shall have the right to terminate your academic study without any notice or payment of scholarship in lieu thereof, if any declaration given or information furnished by you to WILP/ Wipro is found to be false or if you are found to have willfully suppressed any material information.

**Please note that at any stage, whether during your selection process or upon enrolment with the WILP, if it is brought to our notice that you have indulged in malpractices or used illegal means to clear your online assessment, Wipro shall withdraw or revoke the enrolment and cancel the same with immediate effect and we reserve our rights to take suitable action against you as we may deem fit.**

## **14. Cancellation of Enrolment:**

Notwithstanding any of the clauses of this letter of enrolment, Company reserves the right at its sole discretion to cancel this enrolment during the study period without assigning any reason, by giving one month's (30 days) notice or one month's scholarship/stipend in lieu of notice.

## **15. Study Hours:**

- i. As a Scholar Trainee – Work Integrated Learning Program, you will be called upon to undergo studies during the hours and days as may be fixed by WILP from time to time as per the University requirements.
- ii. You would be assigned to any of the locations and any project work as part of your WILP as may be decided by the Company.
- iii. The full day lecture sessions will be held at any of Wipro's other establishments/outourced venue. You may also be called upon to attend academic study as and when required on holidays, as may be scheduled in accordance with the convenience of the organizing team of the WILP.
- iv. The university will plan contact classes in multiple format to suit the project work situations and university guidelines such as contact classes in ILT (instructor Led training) and / or VILT (virtual Instructor Led Training and Self-Directed / Recorded lecture sessions).

## 16. General:

- i. This letter of enrolment is subject to the condition that you have not provided us with any false declaration or wilfully suppressed any material information. If you have, you will be liable for cancellation of enrolment from the WILP without any prior notice.
- ii. The terms of this letter of enrolment may be specifically enforced legally, if required. In this connection, if any of the provisions of this letter are declared or found to be void or unenforceable due to any reason whatsoever, the remaining provisions of this letter shall continue in full force and effect.
- iii. These enrolment terms supersede and replace any existing agreement or understanding, if any, between Wipro and you relating to the same subject matter.
- iv. You warrant that you are not prevented by a court or by any other administrative or judicial order from enrolling under this agreement. In the event that you are not a citizen of the country of posting, you should have a valid work permit to work in the country of posting.
- v. During the period of enrolment you are required to comply with all policies of WILP and Wipro. These policies are updated / modified on a periodic basis and new policies may be introduced and notified to the Scholar Trainees from time to time. You agree to comply with all policies as modified from time to time.

## 17. On Completion/Cancellation of Academic Program:

- i. On Completion of the academic program or cancellation of your enrolment , as the case may be, you will immediately surrender to Wipro/ the Academy all specifications, formulae, documents, literature, drawings or records, etc. belonging to Wipro/ the Academy or relating to its business and shall not make or retain any copies of these items.
- ii. You are not eligible to receive testimonial certificate if you do not successfully complete the academic study in accordance with this letter of enrolment and the study scheme formulated by the Academy.
- iii. Wipro reserves the right to offer employment at its sole discretion to a Scholar trainee on successful and satisfactory completion of the academic study.

## 18. Acceptance of Enrolment Letter:

Upon accepting the above terms and conditions, you are required to return the duplicate of this letter of enrolment, duly signed by you as a token of your acceptance on the day of joining WILP program.

Please confirm that the above terms are acceptable to you and that you accept the enrolment by signing a copy of this letter of enrolment and submit the same on the date of joining.

## 19. Work Allocation:

As part of your work responsibilities, you may be assigned to work on certain projects/accounts or other assignments as may be deemed fit by the Company in its sole discretion. Refusal to accept and deliver on such assignments shall be treated as a refusal to work and may result in termination of your employment or other disciplinary action.

Yours sincerely,

For **Wipro Limited**,



**Aparna Shailen**  
**General Manager - Human Resources**

I have read, understood and agree to accept the enrolment on the terms and conditions herein.

I shall be present for the induction session on

## **ANNEXURE I**

### **CONFIRMATION ON SHARING PERSONAL INFORMATION (AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT, 2000)**

I Radheshyam Thakur, confirm that I am voluntarily sharing my Personal Information with Wipro Limited ('Wipro') being a part of WILP of Wipro for the following purposes:

- a. validating my application form and retaining records on the same for any future reference/verification;
- b. processing my application form including background verification checks;
- c. academic study related actions including record keeping, processing scholarship advance and benefits and any action required in the context of my enrolment with Wipro, being a part of WILP.

In this context, I also agree to the retention of such Personal Information by Wipro for any future reference/verification and authorize Wipro to transfer the same to a third party.

I understand that 'Personal Information' means any information, relating to me that is available with Wipro and is capable of identifying me."

## **ANNEXURE II**

I hereby confirm that I shall submit the required academic certificate including but not limited to mark sheet and Provisional or Convocation Degree Certificate within 3 months from my date of joining. I understand that my enrolment is subject to my aggregate meeting the Wipro eligibility criteria and submission of the above mentioned documents.

I hereby declare that all the particulars mentioned above are true to the best of my knowledge. In the event of my failure to submit the above mentioned documents or in case of any discrepancy, I shall be liable for termination of my enrolment with Wipro.

## **ANNEXURE – III**

### **INITIAL INDUCTION PROGRAM**

The Talent Transformation team at Wipro groom's campus selects to help them face the challenges of the corporate world.

A holistic 360 degree approach to training is adopted and helps them hone their fundamental computer skills followed by insights into Wipro businesses, process, technology and behavioural skills.

To understand and appreciate the mindset of the young Trainees and ensure that the transformation is smooth, the induction program is done by a team of dedicated professionals who have exposure to the academic and corporate sectors alike. Project Readiness Program (PRP) is a training program designed to address the basic learning needs of the Trainees.

#### **Corporate Readiness Program - CRP**

The CRP program is focused on making young Trainees comfortable in a corporate environment. This program starts with a corporate induction.

"EMERGE" a behavioural skills building training program ensures that the fresh Trainee start feeling at ease in the "corporate world". This activity based behavioural intervention informs the new entrants about the corporate work culture and business etiquette.

#### **Technology Readiness Program - TRP**

The technology training provides critical technical skills required to work on projects allocated to Trainees and prepare to face the demands of the project world. We begin doing this by familiarizing with Wipro's businesses and work environment.

The methodology of training is "Project Based Learning" (PBL) approach, the entire learning is designed around a series of projects that the recruits are expected to complete individually by learning and applying various topics required to complete the project. Starting with individual projects, the PBL approach ends with recruits working on a team project.

## **ANNEXURE – IV**

I have read and understood the terms of my enrolment letter. I agree and acknowledge that I am a Student/Scholar trainee with Wipro's WILP. I further undertake that I shall not represent to any person within Wipro or any other third

party that I am an employee of Wipro Ltd and I fully understand that such false representation shall entail severe disciplinary action including immediate cancellation of my enrolment.

### **Travel, Accommodation, Food & Other Miscellaneous Expenses**

#### **Travel**

- i. You would be entitled for Rs. 1500 from the date of appointment as a lump sum amount that will be credited with your first month stipend. You may utilize this amount towards Travel and you would not need to submit bills towards usage of this amount.
- ii. There is no provision for reimbursement/allowance towards any expenses incurred in lieu of attending training or classes at different locations in the same city.

#### **Accommodation, Food & other Miscellaneous Expenses**

- i. You would be entitled for Rs.400 per day for 8 days (total amount of Rs.3,200) from the date of joining. You may utilize this amount towards accommodation, food & other miscellaneous expenses. This would be paid as a lump sum amount that will be credited with your first month stipend and you would not need to submit bills towards usage of this amount.
- ii. If your posting location (the location where you would be based out of after training) is different from the training location (location where you undergo initial training), you would be entitled for the following:  
  
Settlement and Miscellaneous Expenses: Rs.1200 per day for 7 days (total amount of Rs. 8,400) from the date of reporting to the posting location. You may utilize this amount towards boarding, lodging, conveyance & other miscellaneous expenses.
- iii. Any location change after reporting to posting location will be treated as relocation/transfer and will be covered under the Transfer policy for Team Rainbow. For details you can refer the policy at myWipro-> My Policies -> India->My Travel>Transfer Policy-Team Rainbow.
- iv. Campus joiners would not be eligible for accommodation at the Wipro guest houses.

**Please note in the event that the employee leaves the organization within 6 months from the date of joining, all payments processed under Joining & Relocation Entitlements shall be recovered from the employee at the time of exit.**

**Skill Preferences 1 :** [DAAI -Cloud & Digital Database](#)

**Location Preferences 1 :** [Bangalore](#)

**Skill Preferences 2 :** [CEP-SAP-ABAP](#)

**Location Preferences 2 :** [Mysore](#)

**Skill Preferences 3 :** [Python App](#)

**Location Preferences 3 :** [Chennai](#)

☒ Accept ☐ Decline

☒ **Signature** [Radheshyam Thakur 25/1/2023 10:00 PM](#)  
(checking the checkbox above is equivalent to a handwritten signature)

Registered Office:

**Wipro Limited** T :+91 (80) 2844 0011

Doddakannelli F :+91 (80) 2844 0054

Sarjapur Road E :info@wipro.com

Bengaluru 560 035 W :wipro.com

India C :L32102KA1945PLC020800

26168298



## Welcome to Wipro's Work Integrated Learning Program ("WILP")

**Work Integrated Learning Programme**  
**Wipro Limited, Dodda Kannelli**  
**Sarjapur Road, Bengaluru - 560 035.**  
**Phone: (080) 28440011/12, Fax: (080) 28440256**

Dear LOCHAN V,

### **Sub: Enrolment letter to Wipro's Work Integrated Learning Program ("WILP") as Scholar Trainee – Work Integrated Learning Program**

Welcome to WILP!

With reference to your application, it is our pleasure to enroll you as a Scholar Trainee – Work Integrated Learning Program. This is a scholarship program customized as a robust academic and training program which will enable you to obtain M-Tech degree from one of the premier engineering institution / University in India.

The duration of the academic program shall be 48 months from the **date of enrolment to the academic program**. You will be enrolled into the academic program within 12 months from date of joining. Your date of joining will be intimated through a separate communication.

We hope you enjoy the learning with WILP and have an enriching experience being a part of Wipro Limited ("Wipro or "Company").

Please read through the terms and conditions of your enrolment as provided below.

We look forward to having a long and fruitful relationship with you at WILP, Wish you all the best!

Yours sincerely,  
For **Wipro Limited**,

**Aparna Shailen**  
**General Manager - Human Resources**

### **Endorsement**

I accept the enrolment and the terms and conditions thereof as specified below. I shall report for undergoing study on

### **Terms & Conditions of Scholarship**

#### **1. PROFILE:**

You have been selected to be a part of Wipro's WILP and are enrolled as a Scholar Trainee- Work Integrated Learning Program. Upon joining WILP, you will have to undergo a "Project Readiness Program" ('PRP') that prepares you to participate in projects at the Company as part of this learning program. This robust academic program will also enable you to obtain **M-Tech degree from one of the premier engineering Institution / University** upon successful completion of the course.

#### **2. DURATION:**



The duration of your academic program will be for a period of 48 months from the date of enrolment to the academic program. You will be enrolled into the academic program within 12 months from date of joining. Unless the Company extends the period of your study in writing, which is done solely at the discretion of the Company, your enrolment would automatically terminate at the end of the stated 48 months.

In case the Company extends the academic period (in writing) you will continue to be enrolled as a Scholar Trainee – Work Integrated Learning Program with WILP.

### 3. Appointment details:

We provide support to our global customers through various Company locations in India to suit customer requirements by operating 24x7. You would be operating from any of these locations and in any of the shifts, including night shift, as may be decided by the Company, keeping in mind the business needs and deliverables to customers.

### 4. Scholarship/Stipend and Benefits

During your period of enrolment, you would be entitled to a consolidated monthly scholarship.

Apart from the monthly scholarship, the Company will provide you with life & accidental insurance that would include a cover for you, the premium / cost will be taken care of by Wipro. This is a voluntary benefit offered by the Company and the details of the same are listed below.

- i. A Group Personal Accident Insurance (GPAI) coverage of **Rs.12,00,000/-**. You could also choose to get additional coverage for a nominal and highly negotiated premium. More details on the policy are available in My Policies section in myWipro, the HR portal at Wipro.
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Base Medical insurance is to be availed by the employee as default. It is accounted for in deductions as a nominal monthly charge. Top-Up cover is voluntary and charged as applicable during renewal timelines.

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| Fourth year | 23000       | 0   | 23,000/- (*)                             |

(\*) You shall be responsible for payment of all statutory contributions, taxes, dues and levies as may be required under the relevant laws including contributions under Employees' State Insurance Corporation Act (**at 0.75% of your Scholarship**) as and when applicable to you. Such contributions, taxes, dues and levies where required, shall be deducted from your Scholarship and benefits according to applicable laws and regulations.

Your fourth-year scholarship will continue until completion of your M-Tech program. Your enrolment into the MTech academic program within 12 months from date of joining.

You shall be eligible to receive a onetime "joining bonus" of Rs.75,000 after you join Wipro along with your first month salary. All applicable taxes on the payment of this amount will be borne by you. Please note in the event you leave the organization within 12 months from the date of joining, payment processed under Joining bonus shall be recovered from the employee at the time of exit.

The enhancement of the scholarship at the end of each academic year of study will be at the discretion of the Company and subject to your satisfactory progress of study, acquisition of skills, behavior, regularity and punctuality in attendance. Your continued enrolment in the course, will be at the discretion of the Company, and is subject to satisfactory academic performance and other requirements as prescribed in the WILP portal.

In case your project performance at any stage is not found to be at par with the requirement of WILP, then you would be placed on performance improvement program (PIP). If you fail to successfully complete the PIP, the Company may at its sole discretion discontinue your enrolment in the WILP program.

#### **Book Allowance:**

A Book Allowance of Rs.1,250/- will be provided to you per semester. This allowance will be given every semester except the last semester when you will be engaged in dissertation. The allowance will be paid to you centrally along with your scholarship during the course of each semester. The allowance will be subject to tax. Book allowance is applicable and paid only when you are registered for the semester.

#### **5. Training Agreement:**

- i. This letter of enrolment is subject to the execution of a training agreement in the prescribed proforma with Wipro Limited, Sarjapur Road, Doddakannelli, Bengaluru-560035 on or before joining the program ("Training Agreement").
- ii. This Training agreement shall be for a total period of 60 Months where you will be mentored for developing your skills and knowledge. This included technical training, in various formats, both online and offline and practical experience in various projects. The Company invests on your behalf for the cost of these trainings. Should you discontinue the WILP program or your enrolment with WILP is cancelled for any reason whatsoever before the completion of 60 months from the date of joining, the training expenses of Rs.75,000/-(Rupees Seventy five thousand only) will have to be paid by you as detailed in the Training Agreement.

#### **6. PROJECT READINESS PROGRAM (PRP)**

Upon enrolment, you will have to undergo a Project Readiness Program (PRP) to prepare you to participate in projects. This is offered by Wipro's - Talent Transformation Department to all campus and off-campus selects. The broad objective of PRP is to equip you with the necessary knowledge and skills that will enable you to start working on real-life project work which is an integral part of the WILP.

#### **7. Regulations of Academic study:**

- i. You will be enrolled for M-Tech program with a renowned institution ("University") that collaborates with Wipro for WILP.
- ii. Course specialization includes but is not limited to Software Systems, Software Engineering, Information Technology, Computing Systems and Infrastructure Management, Data Analytics, IoT, Cloud, Digital & Cyber security, Embedded Systems.
- iii. Your specialization and enrolment would be decided based on prevailing business requirements and decision of the Company is final and binding.
- iv. You will not be able to change Specialization track after enrolment.
- v. Overall program duration is 4 years from date of enrolment of academic program.
- vi. As per the program structure, a WILP Scholar trainee will register and pursue 4 to 6 courses per semester over 7 semesters.
- vii. You will be required to submit a project work / dissertation in your final semester (8<sup>th</sup> semester of your program). This will enable you to advance your professional capabilities by applying concepts and techniques in projects.
- viii. Each course has multiple evaluation components. This includes an assignment component, quiz, mid-semester examination and comprehension examination. All evaluation components are mandatory for securing a pass grade in a course as prescribed by the partnering institution.

- ix. Contact classes are organized as per the handout and calendar prepared and shared by the University at the beginning of each semester. In the normal course, one session of 2 hours duration per course per contact class is organized.
- x. You will be called upon to undergo studies during the hours and days as may be fixed by the Company from time to time. Normally, the study hours would be from 9:00am to 6:00pm
- xi. The faculty will take attendance/circulate attendance sheets for every session. It is your responsibility to ensure that your attendances are recorded properly.
- xii. WILP Scholar trainees are expected to be on time for every session. Punctuality is non-negotiable and the faculty reserves the right to deny entry and attendance to late comers.
- xiii. Attending 75% of contact session is mandatory for each course to appear for examinations.
- xiv. Not attending classes for reasons like medical/on the job training /late coming/personal problems and other similar reasons would be treated as absenteeism.
- xv. Scholar trainees who fail to meet the minimum attendance criteria will not qualify for comprehension exams for any of the registered courses in that semester.
- xvi. For any reason, you are not able to meet the minimum attendance criteria or not complete the mandatory assignments / quiz / examinations in any semester, you are required to repeat the same semester as and when the next batch is organized. In such cases, rules and regulations governing academic programs at that time would be applicable. In addition, additional semesters fees are to be borne by you as prescribed by the University.
- xvii. At the end of each semester, the performance of each Scholar Trainee in a course, is specified as a letter grade which is obtained through a Relative Grading procedure
- xviii. Any Scholar trainee securing 3 or more cumulative fail grade at any point in time will be expelled from WILP Program.
- xix. The 8th semester of study is fully devoted for dissertation / project work
- xx. If a Scholar trainee's CGPA is less than 5.5, the Scholar trainee will not be permitted to register for the dissertation. He/she has to re-appear for exams and secure a CGPA of 5.5 before taking up the dissertation. Also, a Scholar trainee with an E grade in any course will not be permitted to register for the Dissertation
- xxi. Project / Dissertation work has to be carried out by each individual separately. Teamwork is not permitted.
- xxii. The dissertation has to be completed strictly as per the guidelines that are outlined by collaborating institution.
- xxiii. WILP Scholar trainees are expected to maintain decorum and discipline in line with Wipro's professional work culture and environment.
- xxiv. In cases where a Scholar trainee deviates from the expected behaviour as prescribed by the WILP and partnering institution from time to time , strict action will be taken and the decision of the WILP Team / faculty /, University would be final and binding.
- xxv. Breach of integrity will be dealt with sternly. Such Scholar trainees will be asked to discontinue their studies and also expelled from WILP program.
- xxvi. On successful completion of the study, you will be eligible to receive the M-Tech degree from the collaborating University, in recognition of your successfully completing the course.
- xxvii. All Scholar trainees of the WILP will be given testimonials at the end of the successful completion of the M-Tech degree program. The testimonial contains the timeline in the WILP and the kind of project works carried during this opportunity.

Mode of contact session, examination pattern and other academic program norms are subject to change based on the prevailing situation / University norms declared from time to time. Decision of the University would be final and binding.

## **8. Conflict of Interest:**

- i. During your enrolment period with the WILP, you will focus exclusively on the requirements of the program. In addition to your study and academic requirements, you are required to engage yourself exclusively in the work assigned by Wipro and shall not take up any independent or individual assignments (whether part time or full time, in an advisory capacity or otherwise) directly or indirectly without the express written consent of Head /

## Manager of WILP Academy

- ii. You shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any person who is involved in activities, which are or shall be in conflict with the interests of Wipro.
- iii. The Conflict of Interest Policy also refers to the need on your part, during your enrolment and for a period of one year from the cessation of your enrolment with WILP (irrespective of the circumstances of, or the reasons for, the cessation) not to solicit, induce or encourage:
  - a. Any student/scholar trainee of the WILP to abandon /withdraw their enrolment with the program or to accept enrolment and/or employment with any competitor, supplier or any customer with whom you have a connection.
  - b. Any employee of Wipro to terminate their employment with Wipro or to accept employment with any competitor, supplier or any customer with whom you have a connection.
  - c. Any customer or vendor of Wipro to move their existing business with Wipro to a third party or to terminate their business relationship with Wipro.
  - d. Any existing employee and/or student of WILP to become associated with, or perform services of any type for any third party.
- iv. In case of any conflict or doubt, please discuss the matter with Head / Manager of WILP, to understand Wipro's position on this and resolve the conflict.

## 9. Obligation and Responsibilities:

- i. During the study period you will be governed by the WILP regulations and instructions as may be modified, from time to time, in relation to conduct, discipline and other matters.
- ii. During your study as part of WILP, Company expects you to undergo study in the area in which you are placed, with a high standard of initiative and efficiency. This is critical and Company has zero tolerance towards any deviations.
- iii. You would not be allowed to seek membership of any local or public body without the written approval from the Head / Manager of WILP.
- iv. During the study period and thereafter, you would not be allowed to give out to anyone in writing or by word of mouth or otherwise, particulars or details of work - process, technical know-how, research carried out, security arrangements, or administrative and/or organizational matters of confidential or secret nature which you may come across during your academic study or become known to you by virtue of your undergoing study under WILP or otherwise.
- v. You are bound by all regulations, instructions and policies of the WILP and Wipro. These are updated / modified on a periodic basis and new policies may be introduced and notified to Scholar trainees from time to time and you will be bound to comply with the same.
- vi. In consideration of the opportunities, trainings and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by WILP/Wipro and in the course of your association with WILP. This covenant shall endure during your association and beyond the cessation of your association with WILP (irrespective of the circumstances of, or the reasons for, the cessation).
- vii. In connection with your association with Wipro as part of the WILP and during the term of your association upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business or academic session hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

During the period of academic study, if you develop or conceptualize inventions, ideas, concepts, discoveries, techniques and improvements (including without limitation computer software) solely or jointly with others in relation to the operation of the WILP / Wipro, such developments will be fully communicated to the WILP academy and will be the sole intellectual property of Wipro. You agree to cooperate in the execution of documents to facilitate the assignment of such intellectual property when required.

## 10. Confidentiality:

- i. In consideration of the opportunities, training and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by Wipro and in the course of your enrolment. This covenant shall endure during your enrolment and beyond the cessation of your enrolment with Wipro (irrespective of the circumstances of, or the reasons for, the cessation).
- ii. During your training on projects at Wipro, you will be expected not to use or disclose any confidential information, including trade secrets, of any former employer (if any) or other person with whom you have an obligation of confidentiality and by signing below you affirm that you have no conflicting obligations or non-compete agreements that would prevent you from working without limitation for Wipro.

## **11. Assignment of Intellectual Property**

In connection with your enrolment and during the term of your enrolment, upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

## **12. Posting**

During the initial study period, initially you would be made familiar with Wipro, but you may if needed be re-assigned or transferred to another division, department, establishment or new location where Wipro, has its office or operation and WILP classes are running in the particular location, in India, without enhancing the scholarship amount. On placement of this nature, you will also be governed by the disciplinary rules and regulations as applicable in that unit/branch. You may also be placed in any sister company of Wipro, for practical studies.

## **13. Misconduct:**

- i. In case you are charged with any misconduct or disciplinary issue during your study period, your enrolment with WILP may be temporarily placed on suspension without payment of scholarship amount, for such period as Wipro may deem fit. If the charges against you are proved to be true, your enrolment may be immediately cancelled, without any notice or payment of scholarship in lieu of notice notwithstanding any clause of this letter of enrolment. It is clarified that this clause is without prejudice to Wipro's rights to enforce the Training Agreement duly signed by you even after cancellation of your enrolment for whatever reasons as the case may be.
- ii. Notwithstanding the condition regarding written notice of termination and without prejudice to Wipro's right to enforce the Training agreement, Wipro shall have the right to terminate your academic study without any notice or payment of scholarship in lieu thereof, if any declaration given or information furnished by you to WILP/ Wipro is found to be false or if you are found to have willfully suppressed any material information.

**Please note that at any stage, whether during your selection process or upon enrolment with the WILP, if it is brought to our notice that you have indulged in malpractices or used illegal means to clear your online assessment, Wipro shall withdraw or revoke the enrolment and cancel the same with immediate effect and we reserve our rights to take suitable action against you as we may deem fit.**

## **14. Cancellation of Enrolment:**

Notwithstanding any of the clauses of this letter of enrolment, Company reserves the right at its sole discretion to cancel this enrolment during the study period without assigning any reason, by giving one month's (30 days) notice or one month's scholarship/stipend in lieu of notice.

## **15. Study Hours:**

- i. As a Scholar Trainee – Work Integrated Learning Program, you will be called upon to undergo studies during the hours and days as may be fixed by WILP from time to time as per the University requirements.
- ii. You would be assigned to any of the locations and any project work as part of your WILP as may be decided by the Company.
- iii. The full day lecture sessions will be held at any of Wipro's other establishments/outsourced venue. You may also be called upon to attend academic study as and when required on holidays, as may be scheduled in accordance with the convenience of the organizing team of the WILP.
- iv. The university will plan contact classes in multiple format to suit the project work situations and university guidelines such as contact classes in ILT (instructor Led training) and / or VILT (virtual Instructor Led Training and Self-Directed / Recorded lecture sessions).

## 16. General:

- i. This letter of enrolment is subject to the condition that you have not provided us with any false declaration or wilfully suppressed any material information. If you have, you will be liable for cancellation of enrolment from the WILP without any prior notice.
- ii. The terms of this letter of enrolment may be specifically enforced legally, if required. In this connection, if any of the provisions of this letter are declared or found to be void or unenforceable due to any reason whatsoever, the remaining provisions of this letter shall continue in full force and effect.
- iii. These enrolment terms supersede and replace any existing agreement or understanding, if any, between Wipro and you relating to the same subject matter.
- iv. You warrant that you are not prevented by a court or by any other administrative or judicial order from enrolling under this agreement. In the event that you are not a citizen of the country of posting, you should have a valid work permit to work in the country of posting.
- v. During the period of enrolment you are required to comply with all policies of WILP and Wipro. These policies are updated / modified on a periodic basis and new policies may be introduced and notified to the Scholar Trainees from time to time. You agree to comply with all policies as modified from time to time.

## 17. On Completion/Cancellation of Academic Program:

- i. On Completion of the academic program or cancellation of your enrolment, as the case may be, you will immediately surrender to Wipro/ the Academy all specifications, formulae, documents, literature, drawings or records, etc. belonging to Wipro/ the Academy or relating to its business and shall not make or retain any copies of these items.
- ii. You are not eligible to receive testimonial certificate if you do not successfully complete the academic study in accordance with this letter of enrolment and the study scheme formulated by the Academy.
- iii. Wipro reserves the right to offer employment at its sole discretion to a Scholar trainee on successful and satisfactory completion of the academic study.

## 18. Acceptance of Enrolment Letter:

Upon accepting the above terms and conditions, you are required to return the duplicate of this letter of enrolment, duly signed by you as a token of your acceptance on the day of joining WILP program.

Please confirm that the above terms are acceptable to you and that you accept the enrolment by signing a copy of this letter of enrolment and submit the same on the date of joining.

## 19. Work Allocation:

As part of your work responsibilities, you may be assigned to work on certain projects/accounts or other assignments as may be deemed fit by the Company in its sole discretion. Refusal to accept and deliver on such assignments shall be treated as a refusal to work and may result in termination of your employment or other disciplinary action.

Yours sincerely,

For **Wipro Limited**,



**Aparna Shailen**  
**General Manager - Human Resources**

I have read, understood and agree to accept the enrolment on the terms and conditions herein.

I shall be present for the induction session on

## **ANNEXURE I**

### **CONFIRMATION ON SHARING PERSONAL INFORMATION (AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT, 2000)**

I Radheshyam Thakur, confirm that I am voluntarily sharing my Personal Information with Wipro Limited ('Wipro') being a part of WILP of Wipro for the following purposes:

- a. validating my application form and retaining records on the same for any future reference/verification;
- b. processing my application form including background verification checks;
- c. academic study related actions including record keeping, processing scholarship advance and benefits and any action required in the context of my enrolment with Wipro, being a part of WILP.

In this context, I also agree to the retention of such Personal Information by Wipro for any future reference/verification and authorize Wipro to transfer the same to a third party.

I understand that 'Personal Information' means any information, relating to me that is available with Wipro and is capable of identifying me."

## **ANNEXURE II**

I hereby confirm that I shall submit the required academic certificate including but not limited to mark sheet and Provisional or Convocation Degree Certificate within 3 months from my date of joining. I understand that my enrolment is subject to my aggregate meeting the Wipro eligibility criteria and submission of the above mentioned documents.

I hereby declare that all the particulars mentioned above are true to the best of my knowledge. In the event of my failure to submit the above mentioned documents or in case of any discrepancy, I shall be liable for termination of my enrolment with Wipro.

## **ANNEXURE – III**

### **INITIAL INDUCTION PROGRAM**

The Talent Transformation team at Wipro groom's campus selects to help them face the challenges of the corporate world.

A holistic 360 degree approach to training is adopted and helps them hone their fundamental computer skills followed by insights into Wipro businesses, process, technology and behavioural skills.

To understand and appreciate the mindset of the young Trainees and ensure that the transformation is smooth, the induction program is done by a team of dedicated professionals who have exposure to the academic and corporate sectors alike. Project Readiness Program (PRP) is a training program designed to address the basic learning needs of the Trainees.

#### **Corporate Readiness Program - CRP**

The CRP program is focused on making young Trainees comfortable in a corporate environment. This program starts with a corporate induction.

"EMERGE" a behavioural skills building training program ensures that the fresh Trainee start feeling at ease in the "corporate world". This activity based behavioural intervention informs the new entrants about the corporate work culture and business etiquette.

#### **Technology Readiness Program - TRP**

The technology training provides critical technical skills required to work on projects allocated to Trainees and prepare to face the demands of the project world. We begin doing this by familiarizing with Wipro's businesses and work environment.

The methodology of training is "Project Based Learning" (PBL) approach, the entire learning is designed around a series of projects that the recruits are expected to complete individually by learning and applying various topics required to complete the project. Starting with individual projects, the PBL approach ends with recruits working on a team project.

## **ANNEXURE – IV**

I have read and understood the terms of my enrolment letter. I agree and acknowledge that I am a Student/Scholar trainee with Wipro's WILP. I further undertake that I shall not represent to any person within Wipro or any other third

party that I am an employee of Wipro Ltd and I fully understand that such false representation shall entail severe disciplinary action including immediate cancellation of my enrolment.

### **Travel, Accommodation, Food & Other Miscellaneous Expenses**

#### **Travel**

- i. You would be entitled for Rs. 1500 from the date of appointment as a lump sum amount that will be credited with your first month stipend. You may utilize this amount towards Travel and you would not need to submit bills towards usage of this amount.
- ii. There is no provision for reimbursement/allowance towards any expenses incurred in lieu of attending training or classes at different locations in the same city.

#### **Accommodation, Food & other Miscellaneous Expenses**

- i. You would be entitled for Rs.400 per day for 8 days (total amount of Rs.3,200) from the date of joining. You may utilize this amount towards accommodation, food & other miscellaneous expenses. This would be paid as a lump sum amount that will be credited with your first month stipend and you would not need to submit bills towards usage of this amount.
- ii. If your posting location (the location where you would be based out of after training) is different from the training location (location where you undergo initial training), you would be entitled for the following:  
  
Settlement and Miscellaneous Expenses: Rs.1200 per day for 7 days (total amount of Rs. 8,400) from the date of reporting to the posting location. You may utilize this amount towards boarding, lodging, conveyance & other miscellaneous expenses.
- iii. Any location change after reporting to posting location will be treated as relocation/transfer and will be covered under the Transfer policy for Team Rainbow. For details you can refer the policy at myWipro-> My Policies -> India->My Travel>Transfer Policy-Team Rainbow.
- iv. Campus joiners would not be eligible for accommodation at the Wipro guest houses.

**Please note in the event that the employee leaves the organization within 6 months from the date of joining, all payments processed under Joining & Relocation Entitlements shall be recovered from the employee at the time of exit.**

**Skill Preferences 1 :** [DAAI -Cloud & Digital Database](#)

**Location Preferences 1 :** [Bangalore](#)

**Skill Preferences 2 :** [CEP-SAP-ABAP](#)

**Location Preferences 2 :** [Mysore](#)

**Skill Preferences 3 :** [Python App](#)

**Location Preferences 3 :** [Chennai](#)

☒ Accept ☐ Decline

☒ **Signature** [Radheshyam Thakur 25/1/2023 10:00 PM](#)  
(checking the checkbox above is equivalent to a handwritten signature)

Registered Office:

**Wipro Limited** T :+91 (80) 2844 0011

Doddakannelli F :+91 (80) 2844 0054

Sarjapur Road E :info@wipro.com

Bengaluru 560 035 W :wipro.com

India C :L32102KA1945PLC020800

26168298



**Refinitiv India Shared Services Private Limited**

(Formerly known as F&R India Operations and Shared Services Private Limited)

Registered Office: One World Centre, 12th Floor

Tower 1, 841 Senapati Bapat Marg,  
Mumbai 400 013, Maharashtra, India

Phone: +91 22 6180 7001

Fax: +91 22 6180 7700

CIN: U72200MH2018FTC309675



27 April 2022

Dear ARPITHA P,

Following our recent discussions, we are delighted to extend an offer of employment to you.

Enclosed is a Summary of Key Terms, any applicable Schedule/s and Detailed Terms and Conditions which set out important conditions relating to your employment and which, together, form your employment agreement ("Agreement") with Refinitiv India Shared Services Private Limited, now a part of LSEG, London Stock Exchange Group.

This offer is conditional upon you satisfying the relevant recruitment and screening conditions and procedures, and where applicable, the appropriate regulatory approvals.

On or before your first day of employment, you will need to provide written documentation which proves your eligibility to work in India.

You will also need to sign a copy of your Agreement (enclosed), confirming that you have read, understood and accept the terms set out in your Agreement.

We look forward to welcoming you to the Company.

Yours sincerely,

**Laura Thurston Group Head of Global Talent Acquisition & WFP**

**Encl**

- Summary of Key Terms
- Detailed Terms & Conditions
- Benefits Summary
- Data Privacy Policy

# Summary of Key Terms



THIS AGREEMENT is made on 27 April 2022.

BETWEEN

- (1) Refinitiv India Shared Services Private Limited, a company which has its registered office at One World Centre, 12th floor, Tower 1, 841 Senapati Bapat Marg, Mumbai 400 013, Maharashtra, India (the “Company”); and
- (2) ARPITHA P (the “Employee”)

**Name** ARPITHA P

**Employing Company** Refinitiv India Shared Services Private Limited

You consent to the transfer of your employment under this agreement to a Group Company at any time during your employment.

**“Group Company”** means the Company and all companies which are for the time being either a Holding Company of the Company or a Subsidiary of either the Company or any such Holding Company, including any of their predecessors, successors or assigns or any company which is designated a Group Company at any time by the directors of the board of the London Stock Exchange Group(LSEG) or the Company and any firm, company, corporate or other entity or organisation:

- (a) that is directly or indirectly controlled by the Company, or
- (b) that directly or indirectly controls the Company; or
- (c) that is directly or indirectly controlled by a third party who also directly or indirectly controls the Company; or
- (d) in which the Company or any Holding Company or Subsidiary is directly or indirectly beneficially interested in 10% (ten per cent) or more of that company's issued ordinary share capital.

**“Subsidiary and Holding Company”** in relation to a company mean “subsidiary” and “holding company” as defined in section 1159 of the Companies Act 2006.

## Position and Function

Your role will be Associate Content Analyst , Division: Operations.

## Place of Work

RMZ Infinity, Tower A & E, Old Madras Road, Benniganahalli, Bengaluru, India, 560016. You may be required to work in other locations as reasonably expected by the business and in accordance with the duties of your role

## Start Date

Your employment will commence on 23 May 2022(the “Start Date”).

Your employment is subject to the Employment Requirements (set out in the Detailed Terms & Conditions) being met to the Company's satisfaction, as required .

Please inform the Company of any change in circumstances which may prevent you from starting work on the Start Date. Should your employment not commence on this date then the offer of employment and terms and conditions set out in the Agreement shall automatically lapse, be deemed void and have no purpose or effect.



### **Probation Period**

Your employment is subject to a Probationary Period of 6 months or any additional period which the Company requires. You will be advised in writing upon satisfactory completion of the Probation Period. If you receive no such communication, the Probation Period will be deemed to have been extended until the Company advises you in writing of confirmation in your appointment or notifying you otherwise.

During the Probationary Period either you or the Company can terminate your employment by giving the other party 30 days written notice.

### **Hours of Work**

You will work a minimum of 40 hours each week, plus any additional hours which the Company requires for the proper performance of your role. You may be entitled to overtime payments, please refer to the Special Shift Policy for more details.

### **Salary**

Your Total Fixed Pay (TFP) will be INR ₹3,00,000.00per annum and is inclusive of your Basic salary of INR ₹2,05,600.00per year, Employer's contribution towards Provident Fund of INR ₹23,472.00per year, Flexi Benefit Plan of INR ₹60,928.00 per year respectively (less tax and statutory deductions) (the "Salary").

Salary is payable as per the normal payroll practices of the Company and in any case no later than the 10th of the following calendar month. Please see the Flexi Component Breakup schedule for more information.

### **Quarterly Incentive Plan**

You will be eligible to participate in the Quarterly Incentive Plan subject to its terms and conditions. The terms and conditions of the plan and the payments made thereunder may be varied from time to time by the Company in its absolute discretion as per the matrix which will be shared by your line manager on a quarterly basis.

Should you be eligible to receive bonus under the Payment of Bonus Act, 1965 ("Bonus Act"), any variable pay amount as described in the paragraphs above will be deemed to be considered in satisfaction of (i.e., adjusted towards) the bonus payable based on profits as per the Bonus Act. If the variable pay amount payable to you, as described and calculated in the paragraphs above, is less than your entitlement under the Bonus Act, the differential amount shall separately be paid to you within the timelines set out under the Bonus Act.

### **Annual Leave**

You will be entitled to leave and holidays in accordance with the Company's Time-off policy, as may be amended from time to time.

### **Retirement Age**

Your normal retirement age with the Company will be set out in the Company's Retirement Policy in force at the relevant time.

### **Benefits**

You are eligible to participate in the Company benefit plans which are set out in the enclosed benefits summary and does not form part of this Agreement.

## Notice Period

Either you or the Company may terminate your employment by giving the other party at least 60 days written notice [or such lesser period of notice which applies during your Probationary Period].



## Confidentiality

It is important that you recognize that during your employment with the Company you will have access to, and be entrusted with, confidential information and trade secrets relating to the Company and its Group Companies and any of our clients and customers. Both during and after your employment you must comply with all policies and procedures relating to confidentiality, confidential information, trade secrets and any stricter policy which applies to your role.

## Data Privacy

You will comply with all Company policies and procedures relating to data protection.

You consent to and acknowledge and understand that the Company will collect and process your personal information (including sensitive personal information) in accordance with any applicable privacy notice provided to you by the Company, as may be updated by Company from time to time.

You acknowledge and understand that the Company may make such information available to any Group Company, those who provide products or services to the Company or to any Group Company (such as advisers and payroll and expenses administrators), regulatory authorities, potential or future employers, governmental or quasi-governmental organisations and potential purchasers of the Company or any Group Company or the business in which you work.

## Post-Termination Restrictions

To protect the interests of the Company and/or each Group Company, you must not for a period of 3 months following the termination of your employment (the "Restricted Period") be involved in or carry out certain non-solicitation or poaching activities as set out in further detail in your Detailed Terms & Conditions at paragraph 19.

## Training

You must complete mandatory training, which will be organised by the Company, and be dependent on your role and may include the following: (this list is not exhaustive)

- Code of Conduct/Code of Business Conduct & Ethics;
- Anti Bribery & Corruption;
- Financial Crime (including Anti-Money Laundering and Terrorist Financing);
- Personal Account Dealing;
- Conflicts of interest;
- Information Security; and
- Prevention of Sexual Harassment at Workplace.

Subject to meeting any eligibility requirements, you may also have the opportunity to undertake additional optional training. Full details are available from the Company intranet.

**Refinitiv India Shared Services Private Limited**

(Formerly known as F&R India Operations and Shared Services Private Limited)

Registered Office: One World Centre, 12th Floor

Tower 1, 841 Senapati Bapat Marg,  
Mumbai 400 013, Maharashtra, India

Phone: +91 22 6180 7001

Fax: +91 22 6180 7700

CIN: U72200MH2018FTC309675



27 April 2022

Dear CHANDAN S,

Following our recent discussions, we are delighted to extend an offer of employment to you.

Enclosed is a Summary of Key Terms, any applicable Schedule/s and Detailed Terms and Conditions which set out important conditions relating to your employment and which, together, form your employment agreement ("Agreement") with Refinitiv India Shared Services Private Limited, now a part of LSEG, London Stock Exchange Group.

This offer is conditional upon you satisfying the relevant recruitment and screening conditions and procedures, and where applicable, the appropriate regulatory approvals.

On or before your first day of employment, you will need to provide written documentation which proves your eligibility to work in India.

You will also need to sign a copy of your Agreement (enclosed), confirming that you have read, understood and accept the terms set out in your Agreement.

We look forward to welcoming you to the Company.

Yours sincerely,

**Laura Thurston Group Head of Global Talent Acquisition & WFP**

**Encl**

- Summary of Key Terms
- Detailed Terms & Conditions
- Benefits Summary
- Data Privacy Policy

# Summary of Key Terms



THIS AGREEMENT is made on 27 April 2022.

BETWEEN

- (1) Refinitiv India Shared Services Private Limited, a company which has its registered office at One World Centre, 12th floor, Tower 1, 841 Senapati Bapat Marg, Mumbai 400 013, Maharashtra, India (the "Company"); and
- (2) CHANDAN S (the "Employee")

**Name** CHANDAN S

**Employing Company** Refinitiv India Shared Services Private Limited

You consent to the transfer of your employment under this agreement to a Group Company at any time during your employment.

**"Group Company"** means the Company and all companies which are for the time being either a Holding Company of the Company or a Subsidiary of either the Company or any such Holding Company, including any of their predecessors, successors or assigns or any company which is designated a Group Company at any time by the directors of the board of the London Stock Exchange Group (LSEG) or the Company and any firm, company, corporate or other entity or organisation:

- (a) that is directly or indirectly controlled by the Company, or
- (b) that directly or indirectly controls the Company; or
- (c) that is directly or indirectly controlled by a third party who also directly or indirectly controls the Company; or
- (d) in which the Company or any Holding Company or Subsidiary is directly or indirectly beneficially interested in 10% (ten per cent) or more of that company's issued ordinary share capital.

**"Subsidiary and Holding Company"** in relation to a company mean "subsidiary" and "holding company" as defined in section 1159 of the Companies Act 2006.

## Position and Function

Your role will be Associate Content Analyst , Division: Operations.

## Place of Work

RMZ Infinity, Tower A & E, Old Madras Road, Benniganahalli, Bengaluru, India, 560016. You may be required to work in other locations as reasonably expected by the business and in accordance with the duties of your role

## Start Date

Your employment will commence on 23 May 2022 (the "Start Date").

Your employment is subject to the Employment Requirements (set out in the Detailed Terms & Conditions) being met to the Company's satisfaction, as required .

Please inform the Company of any change in circumstances which may prevent you from starting work on the Start Date. Should your employment not commence on this date then the offer of employment and terms and conditions set out in the Agreement shall automatically lapse, be deemed void and have no purpose or effect.



### **Probation Period**

Your employment is subject to a Probationary Period of 6 months or any additional period which the Company requires. You will be advised in writing upon satisfactory completion of the Probation Period. If you receive no such communication, the Probation Period will be deemed to have been extended until the Company advises you in writing of confirmation in your appointment or notifying you otherwise.

During the Probationary Period either you or the Company can terminate your employment by giving the other party 30 days written notice.

### **Hours of Work**

You will work a minimum of 40 hours each week, plus any additional hours which the Company requires for the proper performance of your role. You may be entitled to overtime payments, please refer to the Special Shift Policy for more details.

### **Salary**

Your Total Fixed Pay (TFP) will be INR ₹3,00,000.00per annum and is inclusive of your Basic salary of INR ₹2,05,600.00per year, Employer's contribution towards Provident Fund of INR ₹23,472.00per year, Flexi Benefit Plan of INR ₹60,928.00 per year respectively (less tax and statutory deductions) (the "Salary").

Salary is payable as per the normal payroll practices of the Company and in any case no later than the 10th of the following calendar month. Please see the Flexi Component Breakup schedule for more information.

### **Quarterly Incentive Plan**

You will be eligible to participate in the Quarterly Incentive Plan subject to its terms and conditions. The terms and conditions of the plan and the payments made thereunder may be varied from time to time by the Company in its absolute discretion as per the matrix which will be shared by your line manager on a quarterly basis.

Should you be eligible to receive bonus under the Payment of Bonus Act, 1965 ("Bonus Act"), any variable pay amount as described in the paragraphs above will be deemed to be considered in satisfaction of (i.e., adjusted towards) the bonus payable based on profits as per the Bonus Act. If the variable pay amount payable to you, as described and calculated in the paragraphs above, is less than your entitlement under the Bonus Act, the differential amount shall separately be paid to you within the timelines set out under the Bonus Act.

### **Annual Leave**

You will be entitled to leave and holidays in accordance with the Company's Time-off policy, as may be amended from time to time.

### **Retirement Age**

Your normal retirement age with the Company will be set out in the Company's Retirement Policy in force at the relevant time.

### **Benefits**

You are eligible to participate in the Company benefit plans which are set out in the enclosed benefits summary and does not form part of this Agreement.

## Notice Period

Either you or the Company may terminate your employment by giving the other party at least 60 days written notice [or such lesser period of notice which applies during your Probationary Period].



## Confidentiality

It is important that you recognize that during your employment with the Company you will have access to, and be entrusted with, confidential information and trade secrets relating to the Company and its Group Companies and any of our clients and customers. Both during and after your employment you must comply with all policies and procedures relating to confidentiality, confidential information, trade secrets and any stricter policy which applies to your role.

## Data Privacy

You will comply with all Company policies and procedures relating to data protection.

You consent to and acknowledge and understand that the Company will collect and process your personal information (including sensitive personal information) in accordance with any applicable privacy notice provided to you by the Company, as may be updated by Company from time to time.

You acknowledge and understand that the Company may make such information available to any Group Company, those who provide products or services to the Company or to any Group Company (such as advisers and payroll and expenses administrators), regulatory authorities, potential or future employers, governmental or quasi-governmental organisations and potential purchasers of the Company or any Group Company or the business in which you work.

## Post-Termination Restrictions

To protect the interests of the Company and/or each Group Company, you must not for a period of 3 months following the termination of your employment (the "Restricted Period") be involved in or carry out certain non-solicitation or poaching activities as set out in further detail in your Detailed Terms & Conditions at paragraph 19.

## Training

You must complete mandatory training, which will be organised by the Company, and be dependent on your role and may include the following: (this list is not exhaustive)

- Code of Conduct/Code of Business Conduct & Ethics;
- Anti Bribery & Corruption;
- Financial Crime (including Anti-Money Laundering and Terrorist Financing);
- Personal Account Dealing;
- Conflicts of interest;
- Information Security; and
- Prevention of Sexual Harassment at Workplace.

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**Refinitiv India Shared Services Private Limited**

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Phone: +91 22 6180 7001

Fax: +91 22 6180 7700

CIN: U72200MH2018FTC309675



27 April 2022

Dear JAMES ANTHONY A,

Following our recent discussions, we are delighted to extend an offer of employment to you.

Enclosed is a Summary of Key Terms, any applicable Schedule/s and Detailed Terms and Conditions which set out important conditions relating to your employment and which, together, form your employment agreement ("Agreement") with Refinitiv India Shared Services Private Limited, now a part of LSEG, London Stock Exchange Group.

This offer is conditional upon you satisfying the relevant recruitment and screening conditions and procedures, and where applicable, the appropriate regulatory approvals.

On or before your first day of employment, you will need to provide written documentation which proves your eligibility to work in India.

You will also need to sign a copy of your Agreement (enclosed), confirming that you have read, understood and accept the terms set out in your Agreement.

We look forward to welcoming you to the Company.

Yours sincerely,

**Laura Thurston Group Head of Global Talent Acquisition & WFP**

**Encl**

- Summary of Key Terms
- Detailed Terms & Conditions
- Benefits Summary
- Data Privacy Policy

# Summary of Key Terms



THIS AGREEMENT is made on 27 April 2022.

BETWEEN

- (1) Refinitiv India Shared Services Private Limited, a company which has its registered office at One World Centre, 12th floor, Tower 1, 841 Senapati Bapat Marg, Mumbai 400 013, Maharashtra, India (the “Company”); and
- (2) JAMES ANTHONY A (the “Employee”)

**Name** JAMES ANTHONY A

**Employing Company** Refinitiv India Shared Services Private Limited

You consent to the transfer of your employment under this agreement to a Group Company at any time during your employment.

**“Group Company”** means the Company and all companies which are for the time being either a Holding Company of the Company or a Subsidiary of either the Company or any such Holding Company, including any of their predecessors, successors or assigns or any company which is designated a Group Company at any time by the directors of the board of the London Stock Exchange Group(LSEG) or the Company and any firm, company, corporate or other entity or organisation:

- (a) that is directly or indirectly controlled by the Company, or
- (b) that directly or indirectly controls the Company; or
- (c) that is directly or indirectly controlled by a third party who also directly or indirectly controls the Company; or
- (d) in which the Company or any Holding Company or Subsidiary is directly or indirectly beneficially interested in 10% (ten per cent) or more of that company's issued ordinary share capital.

**“Subsidiary and Holding Company”** in relation to a company mean “subsidiary” and “holding company” as defined in section 1159 of the Companies Act 2006.

## Position and Function

Your role will be Associate Content Analyst , Division: Operations.

## Place of Work

RMZ Infinity, Tower A & E, Old Madras Road, Benniganahalli, Bengaluru, India, 560016. You may be required to work in other locations as reasonably expected by the business and in accordance with the duties of your role

## Start Date

Your employment will commence on 23 May 2022(the “Start Date”).

Your employment is subject to the Employment Requirements (set out in the Detailed Terms & Conditions) being met to the Company's satisfaction, as required .

Please inform the Company of any change in circumstances which may prevent you from starting work on the Start Date. Should your employment not commence on this date then the offer of employment and terms and conditions set out in the Agreement shall automatically lapse, be deemed void and have no purpose or effect.



### **Probation Period**

Your employment is subject to a Probationary Period of 6 months or any additional period which the Company requires. You will be advised in writing upon satisfactory completion of the Probation Period. If you receive no such communication, the Probation Period will be deemed to have been extended until the Company advises you in writing of confirmation in your appointment or notifying you otherwise.

During the Probationary Period either you or the Company can terminate your employment by giving the other party 30 days written notice.

### **Hours of Work**

You will work a minimum of 40 hours each week, plus any additional hours which the Company requires for the proper performance of your role. You may be entitled to overtime payments, please refer to the Special Shift Policy for more details.

### **Salary**

Your Total Fixed Pay (TFP) will be INR ₹3,00,000.00per annum and is inclusive of your Basic salary of INR ₹2,05,600.00per year, Employer's contribution towards Provident Fund of INR ₹23,472.00per year, Flexi Benefit Plan of INR ₹60,928.00 per year respectively (less tax and statutory deductions) (the "Salary").

Salary is payable as per the normal payroll practices of the Company and in any case no later than the 10th of the following calendar month. Please see the Flexi Component Breakup schedule for more information.

### **Quarterly Incentive Plan**

You will be eligible to participate in the Quarterly Incentive Plan subject to its terms and conditions. The terms and conditions of the plan and the payments made thereunder may be varied from time to time by the Company in its absolute discretion as per the matrix which will be shared by your line manager on a quarterly basis.

Should you be eligible to receive bonus under the Payment of Bonus Act, 1965 ("Bonus Act"), any variable pay amount as described in the paragraphs above will be deemed to be considered in satisfaction of (i.e., adjusted towards) the bonus payable based on profits as per the Bonus Act. If the variable pay amount payable to you, as described and calculated in the paragraphs above, is less than your entitlement under the Bonus Act, the differential amount shall separately be paid to you within the timelines set out under the Bonus Act.

### **Annual Leave**

You will be entitled to leave and holidays in accordance with the Company's Time-off policy, as may be amended from time to time.

### **Retirement Age**

Your normal retirement age with the Company will be set out in the Company's Retirement Policy in force at the relevant time.

### **Benefits**

You are eligible to participate in the Company benefit plans which are set out in the enclosed benefits summary and does not form part of this Agreement.

## Notice Period

Either you or the Company may terminate your employment by giving the other party at least 60 days written notice [or such lesser period of notice which applies during your Probationary Period].



## Confidentiality

It is important that you recognize that during your employment with the Company you will have access to, and be entrusted with, confidential information and trade secrets relating to the Company and its Group Companies and any of our clients and customers. Both during and after your employment you must comply with all policies and procedures relating to confidentiality, confidential information, trade secrets and any stricter policy which applies to your role.

## Data Privacy

You will comply with all Company policies and procedures relating to data protection.

You consent to and acknowledge and understand that the Company will collect and process your personal information (including sensitive personal information) in accordance with any applicable privacy notice provided to you by the Company, as may be updated by Company from time to time.

You acknowledge and understand that the Company may make such information available to any Group Company, those who provide products or services to the Company or to any Group Company (such as advisers and payroll and expenses administrators), regulatory authorities, potential or future employers, governmental or quasi-governmental organisations and potential purchasers of the Company or any Group Company or the business in which you work.

## Post-Termination Restrictions

To protect the interests of the Company and/or each Group Company, you must not for a period of 3 months following the termination of your employment (the "Restricted Period") be involved in or carry out certain non-solicitation or poaching activities as set out in further detail in your Detailed Terms & Conditions at paragraph 19.

## Training

You must complete mandatory training, which will be organised by the Company, and be dependent on your role and may include the following: (this list is not exhaustive)

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- Financial Crime (including Anti-Money Laundering and Terrorist Financing);
- Personal Account Dealing;
- Conflicts of interest;
- Information Security; and
- Prevention of Sexual Harassment at Workplace.

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Fax: +91 22 6180 7700

CIN: U72200MH2018FTC309675



27 April 2022

Dear KARTHIK M,

Following our recent discussions, we are delighted to extend an offer of employment to you.

Enclosed is a Summary of Key Terms, any applicable Schedule/s and Detailed Terms and Conditions which set out important conditions relating to your employment and which, together, form your employment agreement ("Agreement") with Refinitiv India Shared Services Private Limited, now a part of LSEG, London Stock Exchange Group.

This offer is conditional upon you satisfying the relevant recruitment and screening conditions and procedures, and where applicable, the appropriate regulatory approvals.

On or before your first day of employment, you will need to provide written documentation which proves your eligibility to work in India.

You will also need to sign a copy of your Agreement (enclosed), confirming that you have read, understood and accept the terms set out in your Agreement.

We look forward to welcoming you to the Company.

Yours sincerely,

**Laura Thurston Group Head of Global Talent Acquisition & WFP**

**Encl**

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# Summary of Key Terms



THIS AGREEMENT is made on 27 April 2022.

BETWEEN

- (1) Refinitiv India Shared Services Private Limited, a company which has its registered office at One World Centre, 12th floor, Tower 1, 841 Senapati Bapat Marg, Mumbai 400 013, Maharashtra, India (the “Company”); and
- (2) KARTHIK M (the “Employee”)

**Name** KARTHIK M

**Employing Company** Refinitiv India Shared Services Private Limited

You consent to the transfer of your employment under this agreement to a Group Company at any time during your employment.

**“Group Company”** means the Company and all companies which are for the time being either a Holding Company of the Company or a Subsidiary of either the Company or any such Holding Company, including any of their predecessors, successors or assigns or any company which is designated a Group Company at any time by the directors of the board of the London Stock Exchange Group(LSEG) or the Company and any firm, company, corporate or other entity or organisation:

- (a) that is directly or indirectly controlled by the Company, or
- (b) that directly or indirectly controls the Company; or
- (c) that is directly or indirectly controlled by a third party who also directly or indirectly controls the Company; or
- (d) in which the Company or any Holding Company or Subsidiary is directly or indirectly beneficially interested in 10% (ten per cent) or more of that company's issued ordinary share capital.

**“Subsidiary and Holding Company”** in relation to a company mean “subsidiary” and “holding company” as defined in section 1159 of the Companies Act 2006.

## Position and Function

Your role will be Associate Content Analyst , Division: Operations.

## Place of Work

RMZ Infinity, Tower A & E, Old Madras Road, Benniganahalli, Bengaluru, India, 560016. You may be required to work in other locations as reasonably expected by the business and in accordance with the duties of your role

## Start Date

Your employment will commence on 23 May 2022(the “Start Date”).

Your employment is subject to the Employment Requirements (set out in the Detailed Terms & Conditions) being met to the Company's satisfaction, as required .

Please inform the Company of any change in circumstances which may prevent you from starting work on the Start Date. Should your employment not commence on this date then the offer of employment and terms and conditions set out in the Agreement shall automatically lapse, be deemed void and have no purpose or effect.



### **Probation Period**

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During the Probationary Period either you or the Company can terminate your employment by giving the other party 30 days written notice.

### **Hours of Work**

You will work a minimum of 40 hours each week, plus any additional hours which the Company requires for the proper performance of your role. You may be entitled to overtime payments, please refer to the Special Shift Policy for more details.

### **Salary**

Your Total Fixed Pay (TFP) will be INR ₹3,00,000.00per annum and is inclusive of your Basic salary of INR ₹2,05,600.00per year, Employer's contribution towards Provident Fund of INR ₹23,472.00per year, Flexi Benefit Plan of INR ₹60,928.00 per year respectively (less tax and statutory deductions) (the "Salary").

Salary is payable as per the normal payroll practices of the Company and in any case no later than the 10th of the following calendar month. Please see the Flexi Component Breakup schedule for more information.

### **Quarterly Incentive Plan**

You will be eligible to participate in the Quarterly Incentive Plan subject to its terms and conditions. The terms and conditions of the plan and the payments made thereunder may be varied from time to time by the Company in its absolute discretion as per the matrix which will be shared by your line manager on a quarterly basis.

Should you be eligible to receive bonus under the Payment of Bonus Act, 1965 ("Bonus Act"), any variable pay amount as described in the paragraphs above will be deemed to be considered in satisfaction of (i.e., adjusted towards) the bonus payable based on profits as per the Bonus Act. If the variable pay amount payable to you, as described and calculated in the paragraphs above, is less than your entitlement under the Bonus Act, the differential amount shall separately be paid to you within the timelines set out under the Bonus Act.

### **Annual Leave**

You will be entitled to leave and holidays in accordance with the Company's Time-off policy, as may be amended from time to time.

### **Retirement Age**

Your normal retirement age with the Company will be set out in the Company's Retirement Policy in force at the relevant time.

### **Benefits**

You are eligible to participate in the Company benefit plans which are set out in the enclosed benefits summary and does not form part of this Agreement.

## Notice Period

Either you or the Company may terminate your employment by giving the other party at least 60 days written notice [or such lesser period of notice which applies during your Probationary Period].



## Confidentiality

It is important that you recognize that during your employment with the Company you will have access to, and be entrusted with, confidential information and trade secrets relating to the Company and its Group Companies and any of our clients and customers. Both during and after your employment you must comply with all policies and procedures relating to confidentiality, confidential information, trade secrets and any stricter policy which applies to your role.

## Data Privacy

You will comply with all Company policies and procedures relating to data protection.

You consent to and acknowledge and understand that the Company will collect and process your personal information (including sensitive personal information) in accordance with any applicable privacy notice provided to you by the Company, as may be updated by Company from time to time.

You acknowledge and understand that the Company may make such information available to any Group Company, those who provide products or services to the Company or to any Group Company (such as advisers and payroll and expenses administrators), regulatory authorities, potential or future employers, governmental or quasi-governmental organisations and potential purchasers of the Company or any Group Company or the business in which you work.

## Post-Termination Restrictions

To protect the interests of the Company and/or each Group Company, you must not for a period of 3 months following the termination of your employment (the "Restricted Period") be involved in or carry out certain non-solicitation or poaching activities as set out in further detail in your Detailed Terms & Conditions at paragraph 19.

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You must complete mandatory training, which will be organised by the Company, and be dependent on your role and may include the following: (this list is not exhaustive)

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Fax: +91 22 6180 7700

CIN: U72200MH2018FTC309675



27 April 2022

Dear MAHIMA S,

Following our recent discussions, we are delighted to extend an offer of employment to you.

Enclosed is a Summary of Key Terms, any applicable Schedule/s and Detailed Terms and Conditions which set out important conditions relating to your employment and which, together, form your employment agreement ("Agreement") with Refinitiv India Shared Services Private Limited, now a part of LSEG, London Stock Exchange Group.

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On or before your first day of employment, you will need to provide written documentation which proves your eligibility to work in India.

You will also need to sign a copy of your Agreement (enclosed), confirming that you have read, understood and accept the terms set out in your Agreement.

We look forward to welcoming you to the Company.

Yours sincerely,

**Laura Thurston Group Head of Global Talent Acquisition & WFP**

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# Summary of Key Terms



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BETWEEN

- (1) Refinitiv India Shared Services Private Limited, a company which has its registered office at One World Centre, 12th floor, Tower 1, 841 Senapati Bapat Marg, Mumbai 400 013, Maharashtra, India (the “Company”); and
- (2) MAHIMA S (the “Employee”)

**Name** MAHIMA S

**Employing Company** Refinitiv India Shared Services Private Limited

You consent to the transfer of your employment under this agreement to a Group Company at any time during your employment.

**“Group Company”** means the Company and all companies which are for the time being either a Holding Company of the Company or a Subsidiary of either the Company or any such Holding Company, including any of their predecessors, successors or assigns or any company which is designated a Group Company at any time by the directors of the board of the London Stock Exchange Group(LSEG) or the Company and any firm, company, corporate or other entity or organisation:

- (a) that is directly or indirectly controlled by the Company, or
- (b) that directly or indirectly controls the Company; or
- (c) that is directly or indirectly controlled by a third party who also directly or indirectly controls the Company; or
- (d) in which the Company or any Holding Company or Subsidiary is directly or indirectly beneficially interested in 10% (ten per cent) or more of that company's issued ordinary share capital.

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## Position and Function

Your role will be Associate Content Analyst , Division: Operations.

## Place of Work

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## Start Date

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During the Probationary Period either you or the Company can terminate your employment by giving the other party 30 days written notice.

### **Hours of Work**

You will work a minimum of 40 hours each week, plus any additional hours which the Company requires for the proper performance of your role. You may be entitled to overtime payments, please refer to the Special Shift Policy for more details.

### **Salary**

Your Total Fixed Pay (TFP) will be INR ₹3,00,000.00per annum and is inclusive of your Basic salary of INR ₹2,05,600.00per year, Employer's contribution towards Provident Fund of INR ₹23,472.00per year, Flexi Benefit Plan of INR ₹60,928.00 per year respectively (less tax and statutory deductions) (the "Salary").

Salary is payable as per the normal payroll practices of the Company and in any case no later than the 10th of the following calendar month. Please see the Flexi Component Breakup schedule for more information.

### **Quarterly Incentive Plan**

You will be eligible to participate in the Quarterly Incentive Plan subject to its terms and conditions. The terms and conditions of the plan and the payments made thereunder may be varied from time to time by the Company in its absolute discretion as per the matrix which will be shared by your line manager on a quarterly basis.

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### **Annual Leave**

You will be entitled to leave and holidays in accordance with the Company's Time-off policy, as may be amended from time to time.

### **Retirement Age**

Your normal retirement age with the Company will be set out in the Company's Retirement Policy in force at the relevant time.

### **Benefits**

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## Notice Period

Either you or the Company may terminate your employment by giving the other party at least 60 days written notice [or such lesser period of notice which applies during your Probationary Period].



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It is important that you recognize that during your employment with the Company you will have access to, and be entrusted with, confidential information and trade secrets relating to the Company and its Group Companies and any of our clients and customers. Both during and after your employment you must comply with all policies and procedures relating to confidentiality, confidential information, trade secrets and any stricter policy which applies to your role.

## Data Privacy

You will comply with all Company policies and procedures relating to data protection.

You consent to and acknowledge and understand that the Company will collect and process your personal information (including sensitive personal information) in accordance with any applicable privacy notice provided to you by the Company, as may be updated by Company from time to time.

You acknowledge and understand that the Company may make such information available to any Group Company, those who provide products or services to the Company or to any Group Company (such as advisers and payroll and expenses administrators), regulatory authorities, potential or future employers, governmental or quasi-governmental organisations and potential purchasers of the Company or any Group Company or the business in which you work.

## Post-Termination Restrictions

To protect the interests of the Company and/or each Group Company, you must not for a period of 3 months following the termination of your employment (the "Restricted Period") be involved in or carry out certain non-solicitation or poaching activities as set out in further detail in your Detailed Terms & Conditions at paragraph 19.

## Training

You must complete mandatory training, which will be organised by the Company, and be dependent on your role and may include the following: (this list is not exhaustive)

- Code of Conduct/Code of Business Conduct & Ethics;
- Anti Bribery & Corruption;
- Financial Crime (including Anti-Money Laundering and Terrorist Financing);
- Personal Account Dealing;
- Conflicts of interest;
- Information Security; and
- Prevention of Sexual Harassment at Workplace.

Subject to meeting any eligibility requirements, you may also have the opportunity to undertake additional optional training. Full details are available from the Company intranet.

**Refinitiv India Shared Services Private Limited**

(Formerly known as F&R India Operations and Shared Services Private Limited)

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Phone: +91 22 6180 7001

Fax: +91 22 6180 7700

CIN: U72200MH2018FTC309675



27 April 2022

Dear PEDDAIAHGARI NAGA SAI KARTHIK REDDY,

Following our recent discussions, we are delighted to extend an offer of employment to you.

Enclosed is a Summary of Key Terms, any applicable Schedule/s and Detailed Terms and Conditions which set out important conditions relating to your employment and which, together, form your employment agreement ("Agreement") with Refinitiv India Shared Services Private Limited, now a part of LSEG, London Stock Exchange Group.

This offer is conditional upon you satisfying the relevant recruitment and screening conditions and procedures, and where applicable, the appropriate regulatory approvals.

On or before your first day of employment, you will need to provide written documentation which proves your eligibility to work in India.

You will also need to sign a copy of your Agreement (enclosed), confirming that you have read, understood and accept the terms set out in your Agreement.

We look forward to welcoming you to the Company.

Yours sincerely,

**Laura Thurston Group Head of Global Talent Acquisition & WFP**

**Encl**

- Summary of Key Terms
- Detailed Terms & Conditions
- Benefits Summary
- Data Privacy Policy

# Summary of Key Terms



THIS AGREEMENT is made on 27 April 2022.

BETWEEN

- (1) Refinitiv India Shared Services Private Limited, a company which has its registered office at One World Centre, 12th floor, Tower 1, 841 Senapati Bapat Marg, Mumbai 400 013, Maharashtra, India (the “Company”); and
- (2) PEDDAIAHGARI NAGA SAI KARTHIK REDDY (the “Employee”)

**Name** PEDDAIAHGARI NAGA SAI KARTHIK REDDY

**Employing Company** Refinitiv India Shared Services Private Limited

You consent to the transfer of your employment under this agreement to a Group Company at any time during your employment.

**“Group Company”** means the Company and all companies which are for the time being either a Holding Company of the Company or a Subsidiary of either the Company or any such Holding Company, including any of their predecessors, successors or assigns or any company which is designated a Group Company at any time by the directors of the board of the London Stock Exchange Group(LSEG) or the Company and any firm, company, corporate or other entity or organisation:

- (a) that is directly or indirectly controlled by the Company, or
- (b) that directly or indirectly controls the Company; or
- (c) that is directly or indirectly controlled by a third party who also directly or indirectly controls the Company; or
- (d) in which the Company or any Holding Company or Subsidiary is directly or indirectly beneficially interested in 10% (ten per cent) or more of that company's issued ordinary share capital.

**“Subsidiary and Holding Company”** in relation to a company mean “subsidiary” and “holding company” as defined in section 1159 of the Companies Act 2006.

## Position and Function

Your role will be Associate Content Analyst , Division: Operations.

## Place of Work

RMZ Infinity, Tower A & E, Old Madras Road, Benniganahalli, Bengaluru, India, 560016. You may be required to work in other locations as reasonably expected by the business and in accordance with the duties of your role

## Start Date

Your employment will commence on 23 May 2022(the “Start Date”).

Your employment is subject to the Employment Requirements (set out in the Detailed Terms & Conditions) being met to the Company's satisfaction, as required .

Please inform the Company of any change in circumstances which may prevent you from starting work on the Start Date. Should your employment not commence on this date then the offer of employment and terms and conditions set out in the Agreement shall automatically lapse, be deemed void and have no purpose or effect.



### **Probation Period**

Your employment is subject to a Probationary Period of 6 months or any additional period which the Company requires. You will be advised in writing upon satisfactory completion of the Probation Period. If you receive no such communication, the Probation Period will be deemed to have been extended until the Company advises you in writing of confirmation in your appointment or notifying you otherwise.

During the Probationary Period either you or the Company can terminate your employment by giving the other party 30 days written notice.

### **Hours of Work**

You will work a minimum of 40 hours each week, plus any additional hours which the Company requires for the proper performance of your role. You may be entitled to overtime payments, please refer to the Special Shift Policy for more details.

### **Salary**

Your Total Fixed Pay (TFP) will be INR ₹3,00,000.00per annum and is inclusive of your Basic salary of INR ₹2,05,600.00per year, Employer's contribution towards Provident Fund of INR ₹23,472.00per year, Flexi Benefit Plan of INR ₹60,928.00 per year respectively (less tax and statutory deductions) (the "Salary").

Salary is payable as per the normal payroll practices of the Company and in any case no later than the 10th of the following calendar month. Please see the Flexi Component Breakup schedule for more information.

### **Quarterly Incentive Plan**

You will be eligible to participate in the Quarterly Incentive Plan subject to its terms and conditions. The terms and conditions of the plan and the payments made thereunder may be varied from time to time by the Company in its absolute discretion as per the matrix which will be shared by your line manager on a quarterly basis.

Should you be eligible to receive bonus under the Payment of Bonus Act, 1965 ("Bonus Act"), any variable pay amount as described in the paragraphs above will be deemed to be considered in satisfaction of (i.e., adjusted towards) the bonus payable based on profits as per the Bonus Act. If the variable pay amount payable to you, as described and calculated in the paragraphs above, is less than your entitlement under the Bonus Act, the differential amount shall separately be paid to you within the timelines set out under the Bonus Act.

### **Annual Leave**

You will be entitled to leave and holidays in accordance with the Company's Time-off policy, as may be amended from time to time.

### **Retirement Age**

Your normal retirement age with the Company will be set out in the Company's Retirement Policy in force at the relevant time.

### **Benefits**

You are eligible to participate in the Company benefit plans which are set out in the enclosed benefits summary and does not form part of this Agreement.

## Notice Period

Either you or the Company may terminate your employment by giving the other party at least 60 days written notice [or such lesser period of notice which applies during your Probationary Period].



## Confidentiality

It is important that you recognize that during your employment with the Company you will have access to, and be entrusted with, confidential information and trade secrets relating to the Company and its Group Companies and any of our clients and customers. Both during and after your employment you must comply with all policies and procedures relating to confidentiality, confidential information, trade secrets and any stricter policy which applies to your role.

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You will comply with all Company policies and procedures relating to data protection.

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You acknowledge and understand that the Company may make such information available to any Group Company, those who provide products or services to the Company or to any Group Company (such as advisers and payroll and expenses administrators), regulatory authorities, potential or future employers, governmental or quasi-governmental organisations and potential purchasers of the Company or any Group Company or the business in which you work.

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To protect the interests of the Company and/or each Group Company, you must not for a period of 3 months following the termination of your employment (the "Restricted Period") be involved in or carry out certain non-solicitation or poaching activities as set out in further detail in your Detailed Terms & Conditions at paragraph 19.

## Training

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- Personal Account Dealing;
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CIN: U72200MH2018FTC309675



27 April 2022

Dear SHASHI SINGH H D,

Following our recent discussions, we are delighted to extend an offer of employment to you.

Enclosed is a Summary of Key Terms, any applicable Schedule/s and Detailed Terms and Conditions which set out important conditions relating to your employment and which, together, form your employment agreement ("Agreement") with Refinitiv India Shared Services Private Limited, now a part of LSEG, London Stock Exchange Group.

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On or before your first day of employment, you will need to provide written documentation which proves your eligibility to work in India.

You will also need to sign a copy of your Agreement (enclosed), confirming that you have read, understood and accept the terms set out in your Agreement.

We look forward to welcoming you to the Company.

Yours sincerely,

**Laura Thurston Group Head of Global Talent Acquisition & WFP**

**Encl**

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# Summary of Key Terms



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BETWEEN

- (1) Refinitiv India Shared Services Private Limited, a company which has its registered office at One World Centre, 12th floor, Tower 1, 841 Senapati Bapat Marg, Mumbai 400 013, Maharashtra, India (the “Company”); and
- (2) SHASHI SINGH H D (the “Employee”)

**Name** SHASHI SINGH H D

**Employing Company** Refinitiv India Shared Services Private Limited

You consent to the transfer of your employment under this agreement to a Group Company at any time during your employment.

**“Group Company”** means the Company and all companies which are for the time being either a Holding Company of the Company or a Subsidiary of either the Company or any such Holding Company, including any of their predecessors, successors or assigns or any company which is designated a Group Company at any time by the directors of the board of the London Stock Exchange Group(LSEG) or the Company and any firm, company, corporate or other entity or organisation:

- (a) that is directly or indirectly controlled by the Company, or
- (b) that directly or indirectly controls the Company; or
- (c) that is directly or indirectly controlled by a third party who also directly or indirectly controls the Company; or
- (d) in which the Company or any Holding Company or Subsidiary is directly or indirectly beneficially interested in 10% (ten per cent) or more of that company's issued ordinary share capital.

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## Position and Function

Your role will be Associate Content Analyst , Division: Operations.

## Place of Work

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### **Salary**

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Salary is payable as per the normal payroll practices of the Company and in any case no later than the 10th of the following calendar month. Please see the Flexi Component Breakup schedule for more information.

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27 April 2022

Dear SONU NIKHIL V,

Following our recent discussions, we are delighted to extend an offer of employment to you.

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We look forward to welcoming you to the Company.

Yours sincerely,

**Laura Thurston Group Head of Global Talent Acquisition & WFP**

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# Summary of Key Terms



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- (2) SONU NIKHIL V (the “Employee”)

**Name** SONU NIKHIL V

**Employing Company** Refinitiv India Shared Services Private Limited

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Your role will be Associate Content Analyst , Division: Operations.

## Place of Work

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You are eligible to participate in the Company benefit plans which are set out in the enclosed benefits summary and does not form part of this Agreement.

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CIN: U72200MH2018FTC309675



27 April 2022

Dear VISHAL S,

Following our recent discussions, we are delighted to extend an offer of employment to you.

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On or before your first day of employment, you will need to provide written documentation which proves your eligibility to work in India.

You will also need to sign a copy of your Agreement (enclosed), confirming that you have read, understood and accept the terms set out in your Agreement.

We look forward to welcoming you to the Company.

Yours sincerely,

**Laura Thurston Group Head of Global Talent Acquisition & WFP**

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- (2) VISHAL S (the “Employee”)

**Name** VISHAL S

**Employing Company** Refinitiv India Shared Services Private Limited

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- (c) that is directly or indirectly controlled by a third party who also directly or indirectly controls the Company; or
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## Position and Function

Your role will be Associate Content Analyst , Division: Operations.

## Place of Work

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During the Probationary Period either you or the Company can terminate your employment by giving the other party 30 days written notice.

### **Hours of Work**

You will work a minimum of 40 hours each week, plus any additional hours which the Company requires for the proper performance of your role. You may be entitled to overtime payments, please refer to the Special Shift Policy for more details.

### **Salary**

Your Total Fixed Pay (TFP) will be INR ₹3,00,000.00per annum and is inclusive of your Basic salary of INR ₹2,05,600.00per year, Employer's contribution towards Provident Fund of INR ₹23,472.00per year, Flexi Benefit Plan of INR ₹60,928.00 per year respectively (less tax and statutory deductions) (the "Salary").

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### **Quarterly Incentive Plan**

You will be eligible to participate in the Quarterly Incentive Plan subject to its terms and conditions. The terms and conditions of the plan and the payments made thereunder may be varied from time to time by the Company in its absolute discretion as per the matrix which will be shared by your line manager on a quarterly basis.

Should you be eligible to receive bonus under the Payment of Bonus Act, 1965 ("Bonus Act"), any variable pay amount as described in the paragraphs above will be deemed to be considered in satisfaction of (i.e., adjusted towards) the bonus payable based on profits as per the Bonus Act. If the variable pay amount payable to you, as described and calculated in the paragraphs above, is less than your entitlement under the Bonus Act, the differential amount shall separately be paid to you within the timelines set out under the Bonus Act.

### **Annual Leave**

You will be entitled to leave and holidays in accordance with the Company's Time-off policy, as may be amended from time to time.

### **Retirement Age**

Your normal retirement age with the Company will be set out in the Company's Retirement Policy in force at the relevant time.

### **Benefits**

You are eligible to participate in the Company benefit plans which are set out in the enclosed benefits summary and does not form part of this Agreement.

## Notice Period

Either you or the Company may terminate your employment by giving the other party at least 60 days written notice [or such lesser period of notice which applies during your Probationary Period].



## Confidentiality

It is important that you recognize that during your employment with the Company you will have access to, and be entrusted with, confidential information and trade secrets relating to the Company and its Group Companies and any of our clients and customers. Both during and after your employment you must comply with all policies and procedures relating to confidentiality, confidential information, trade secrets and any stricter policy which applies to your role.

## Data Privacy

You will comply with all Company policies and procedures relating to data protection.

You consent to and acknowledge and understand that the Company will collect and process your personal information (including sensitive personal information) in accordance with any applicable privacy notice provided to you by the Company, as may be updated by Company from time to time.

You acknowledge and understand that the Company may make such information available to any Group Company, those who provide products or services to the Company or to any Group Company (such as advisers and payroll and expenses administrators), regulatory authorities, potential or future employers, governmental or quasi-governmental organisations and potential purchasers of the Company or any Group Company or the business in which you work.

## Post-Termination Restrictions

To protect the interests of the Company and/or each Group Company, you must not for a period of 3 months following the termination of your employment (the "Restricted Period") be involved in or carry out certain non-solicitation or poaching activities as set out in further detail in your Detailed Terms & Conditions at paragraph 19.

## Training

You must complete mandatory training, which will be organised by the Company, and be dependent on your role and may include the following: (this list is not exhaustive)

- Code of Conduct/Code of Business Conduct & Ethics;
- Anti Bribery & Corruption;
- Financial Crime (including Anti-Money Laundering and Terrorist Financing);
- Personal Account Dealing;
- Conflicts of interest;
- Information Security; and
- Prevention of Sexual Harassment at Workplace.

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**Refinitiv India Shared Services Private Limited**

(Formerly known as F&R India Operations and Shared Services Private Limited)

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Phone: +91 22 6180 7001

Fax: +91 22 6180 7700

CIN: U72200MH2018FTC309675



27 April 2022

Dear AADIL SHAIKH JEELANI K,

Following our recent discussions, we are delighted to extend an offer of employment to you.

Enclosed is a Summary of Key Terms, any applicable Schedule/s and Detailed Terms and Conditions which set out important conditions relating to your employment and which, together, form your employment agreement ("Agreement") with Refinitiv India Shared Services Private Limited, now a part of LSEG, London Stock Exchange Group.

This offer is conditional upon you satisfying the relevant recruitment and screening conditions and procedures, and where applicable, the appropriate regulatory approvals.

On or before your first day of employment, you will need to provide written documentation which proves your eligibility to work in India.

You will also need to sign a copy of your Agreement (enclosed), confirming that you have read, understood and accept the terms set out in your Agreement.

We look forward to welcoming you to the Company.

Yours sincerely,

**Laura Thurston Group Head of Global Talent Acquisition & WFP**

**Encl**

- Summary of Key Terms
- Detailed Terms & Conditions
- Benefits Summary
- Data Privacy Policy

# Summary of Key Terms



THIS AGREEMENT is made on 27 April 2022.

BETWEEN

- (1) Refinitiv India Shared Services Private Limited, a company which has its registered office at One World Centre, 12th floor, Tower 1, 841 Senapati Bapat Marg, Mumbai 400 013, Maharashtra, India (the “Company”); and
- (2) AADIL SHAIKH JEELANI K (the “Employee”)

**Name** AADIL SHAIKH JEELANI K

**Employing Company** Refinitiv India Shared Services Private Limited

You consent to the transfer of your employment under this agreement to a Group Company at any time during your employment.

**“Group Company”** means the Company and all companies which are for the time being either a Holding Company of the Company or a Subsidiary of either the Company or any such Holding Company, including any of their predecessors, successors or assigns or any company which is designated a Group Company at any time by the directors of the board of the London Stock Exchange Group(LSEG) or the Company and any firm, company, corporate or other entity or organisation:

- (a) that is directly or indirectly controlled by the Company, or
- (b) that directly or indirectly controls the Company; or
- (c) that is directly or indirectly controlled by a third party who also directly or indirectly controls the Company; or
- (d) in which the Company or any Holding Company or Subsidiary is directly or indirectly beneficially interested in 10% (ten per cent) or more of that company's issued ordinary share capital.

**“Subsidiary and Holding Company”** in relation to a company mean “subsidiary” and “holding company” as defined in section 1159 of the Companies Act 2006.

## Position and Function

Your role will be Associate Content Analyst , Division: Operations.

## Place of Work

RMZ Infinity, Tower A & E, Old Madras Road, Benniganahalli, Bengaluru, India, 560016. You may be required to work in other locations as reasonably expected by the business and in accordance with the duties of your role

## Start Date

Your employment will commence on 23 May 2022(the “Start Date”).

Your employment is subject to the Employment Requirements (set out in the Detailed Terms & Conditions) being met to the Company's satisfaction, as required .

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### **Probation Period**

Your employment is subject to a Probationary Period of 6 months or any additional period which the Company requires. You will be advised in writing upon satisfactory completion of the Probation Period. If you receive no such communication, the Probation Period will be deemed to have been extended until the Company advises you in writing of confirmation in your appointment or notifying you otherwise.

During the Probationary Period either you or the Company can terminate your employment by giving the other party 30 days written notice.

### **Hours of Work**

You will work a minimum of 40 hours each week, plus any additional hours which the Company requires for the proper performance of your role. You may be entitled to overtime payments, please refer to the Special Shift Policy for more details.

### **Salary**

Your Total Fixed Pay (TFP) will be INR ₹3,00,000.00per annum and is inclusive of your Basic salary of INR ₹2,05,600.00per year, Employer's contribution towards Provident Fund of INR ₹23,472.00per year, Flexi Benefit Plan of INR ₹60,928.00 per year respectively (less tax and statutory deductions) (the "Salary").

Salary is payable as per the normal payroll practices of the Company and in any case no later than the 10th of the following calendar month. Please see the Flexi Component Breakup schedule for more information.

### **Quarterly Incentive Plan**

You will be eligible to participate in the Quarterly Incentive Plan subject to its terms and conditions. The terms and conditions of the plan and the payments made thereunder may be varied from time to time by the Company in its absolute discretion as per the matrix which will be shared by your line manager on a quarterly basis.

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You acknowledge and understand that the Company may make such information available to any Group Company, those who provide products or services to the Company or to any Group Company (such as advisers and payroll and expenses administrators), regulatory authorities, potential or future employers, governmental or quasi-governmental organisations and potential purchasers of the Company or any Group Company or the business in which you work.

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CIN: U72200MH2018FTC309675



27 April 2022

Dear AARON KUMAR,

Following our recent discussions, we are delighted to extend an offer of employment to you.

Enclosed is a Summary of Key Terms, any applicable Schedule/s and Detailed Terms and Conditions which set out important conditions relating to your employment and which, together, form your employment agreement ("Agreement") with Refinitiv India Shared Services Private Limited, now a part of LSEG, London Stock Exchange Group.

This offer is conditional upon you satisfying the relevant recruitment and screening conditions and procedures, and where applicable, the appropriate regulatory approvals.

On or before your first day of employment, you will need to provide written documentation which proves your eligibility to work in India.

You will also need to sign a copy of your Agreement (enclosed), confirming that you have read, understood and accept the terms set out in your Agreement.

We look forward to welcoming you to the Company.

Yours sincerely,

**Laura Thurston Group Head of Global Talent Acquisition & WFP**

**Encl**

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# Summary of Key Terms



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BETWEEN

- (1) Refinitiv India Shared Services Private Limited, a company which has its registered office at One World Centre, 12th floor, Tower 1, 841 Senapati Bapat Marg, Mumbai 400 013, Maharashtra, India (the “Company”); and
- (2) AARON KUMAR (the “Employee”)

**Name** AARON KUMAR

**Employing Company** Refinitiv India Shared Services Private Limited

You consent to the transfer of your employment under this agreement to a Group Company at any time during your employment.

**“Group Company”** means the Company and all companies which are for the time being either a Holding Company of the Company or a Subsidiary of either the Company or any such Holding Company, including any of their predecessors, successors or assigns or any company which is designated a Group Company at any time by the directors of the board of the London Stock Exchange Group(LSEG) or the Company and any firm, company, corporate or other entity or organisation:

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- (b) that directly or indirectly controls the Company; or
- (c) that is directly or indirectly controlled by a third party who also directly or indirectly controls the Company; or
- (d) in which the Company or any Holding Company or Subsidiary is directly or indirectly beneficially interested in 10% (ten per cent) or more of that company's issued ordinary share capital.

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## Position and Function

Your role will be Associate Content Analyst , Division: Operations.

## Place of Work

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### **Salary**

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## Post-Termination Restrictions

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CIN: U72200MH2018FTC309675



27 April 2022

Dear ABIJITH N,

Following our recent discussions, we are delighted to extend an offer of employment to you.

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We look forward to welcoming you to the Company.

Yours sincerely,

**Laura Thurston Group Head of Global Talent Acquisition & WFP**

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- (2) ABIJITH N (the "Employee")

**Name** ABIJITH N

**Employing Company** Refinitiv India Shared Services Private Limited

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## Position and Function

Your role will be Associate Content Analyst , Division: Operations.

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27 April 2022

Dear ADARSH BASNET,

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Yours sincerely,

**Laura Thurston Group Head of Global Talent Acquisition & WFP**

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- (2) ADARSH BASNET (the “Employee”)

**Name** ADARSH BASNET

**Employing Company** Refinitiv India Shared Services Private Limited

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During the Probationary Period either you or the Company can terminate your employment by giving the other party 30 days written notice.

### **Hours of Work**

You will work a minimum of 40 hours each week, plus any additional hours which the Company requires for the proper performance of your role. You may be entitled to overtime payments, please refer to the Special Shift Policy for more details.

### **Salary**

Your Total Fixed Pay (TFP) will be INR ₹3,00,000.00per annum and is inclusive of your Basic salary of INR ₹2,05,600.00per year, Employer's contribution towards Provident Fund of INR ₹23,472.00per year, Flexi Benefit Plan of INR ₹60,928.00 per year respectively (less tax and statutory deductions) (the "Salary").

Salary is payable as per the normal payroll practices of the Company and in any case no later than the 10th of the following calendar month. Please see the Flexi Component Breakup schedule for more information.

### **Quarterly Incentive Plan**

You will be eligible to participate in the Quarterly Incentive Plan subject to its terms and conditions. The terms and conditions of the plan and the payments made thereunder may be varied from time to time by the Company in its absolute discretion as per the matrix which will be shared by your line manager on a quarterly basis.

Should you be eligible to receive bonus under the Payment of Bonus Act, 1965 ("Bonus Act"), any variable pay amount as described in the paragraphs above will be deemed to be considered in satisfaction of (i.e., adjusted towards) the bonus payable based on profits as per the Bonus Act. If the variable pay amount payable to you, as described and calculated in the paragraphs above, is less than your entitlement under the Bonus Act, the differential amount shall separately be paid to you within the timelines set out under the Bonus Act.

### **Annual Leave**

You will be entitled to leave and holidays in accordance with the Company's Time-off policy, as may be amended from time to time.

### **Retirement Age**

Your normal retirement age with the Company will be set out in the Company's Retirement Policy in force at the relevant time.

### **Benefits**

You are eligible to participate in the Company benefit plans which are set out in the enclosed benefits summary and does not form part of this Agreement.

## Notice Period

Either you or the Company may terminate your employment by giving the other party at least 60 days written notice [or such lesser period of notice which applies during your Probationary Period].



## Confidentiality

It is important that you recognize that during your employment with the Company you will have access to, and be entrusted with, confidential information and trade secrets relating to the Company and its Group Companies and any of our clients and customers. Both during and after your employment you must comply with all policies and procedures relating to confidentiality, confidential information, trade secrets and any stricter policy which applies to your role.

## Data Privacy

You will comply with all Company policies and procedures relating to data protection.

You consent to and acknowledge and understand that the Company will collect and process your personal information (including sensitive personal information) in accordance with any applicable privacy notice provided to you by the Company, as may be updated by Company from time to time.

You acknowledge and understand that the Company may make such information available to any Group Company, those who provide products or services to the Company or to any Group Company (such as advisers and payroll and expenses administrators), regulatory authorities, potential or future employers, governmental or quasi-governmental organisations and potential purchasers of the Company or any Group Company or the business in which you work.

## Post-Termination Restrictions

To protect the interests of the Company and/or each Group Company, you must not for a period of 3 months following the termination of your employment (the "Restricted Period") be involved in or carry out certain non-solicitation or poaching activities as set out in further detail in your Detailed Terms & Conditions at paragraph 19.

## Training

You must complete mandatory training, which will be organised by the Company, and be dependent on your role and may include the following: (this list is not exhaustive)

- Code of Conduct/Code of Business Conduct & Ethics;
- Anti Bribery & Corruption;
- Financial Crime (including Anti-Money Laundering and Terrorist Financing);
- Personal Account Dealing;
- Conflicts of interest;
- Information Security; and
- Prevention of Sexual Harassment at Workplace.

Subject to meeting any eligibility requirements, you may also have the opportunity to undertake additional optional training. Full details are available from the Company intranet.

**Refinitiv India Shared Services Private Limited**

(Formerly known as F&R India Operations and Shared Services Private Limited)

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Mumbai 400 013, Maharashtra, India

Phone: +91 22 6180 7001

Fax: +91 22 6180 7700

CIN: U72200MH2018FTC309675



27 April 2022

Dear ADARSHA R,

Following our recent discussions, we are delighted to extend an offer of employment to you.

Enclosed is a Summary of Key Terms, any applicable Schedule/s and Detailed Terms and Conditions which set out important conditions relating to your employment and which, together, form your employment agreement ("Agreement") with Refinitiv India Shared Services Private Limited, now a part of LSEG, London Stock Exchange Group.

This offer is conditional upon you satisfying the relevant recruitment and screening conditions and procedures, and where applicable, the appropriate regulatory approvals.

On or before your first day of employment, you will need to provide written documentation which proves your eligibility to work in India.

You will also need to sign a copy of your Agreement (enclosed), confirming that you have read, understood and accept the terms set out in your Agreement.

We look forward to welcoming you to the Company.

Yours sincerely,

**Laura Thurston Group Head of Global Talent Acquisition & WFP**

**Encl**

- Summary of Key Terms
- Detailed Terms & Conditions
- Benefits Summary
- Data Privacy Policy

# Summary of Key Terms



THIS AGREEMENT is made on 27 April 2022.

BETWEEN

- (1) Refinitiv India Shared Services Private Limited, a company which has its registered office at One World Centre, 12th floor, Tower 1, 841 Senapati Bapat Marg, Mumbai 400 013, Maharashtra, India (the “Company”); and
- (2) ADARSHA R (the “Employee”)

**Name** ADARSHA R

**Employing Company** Refinitiv India Shared Services Private Limited

You consent to the transfer of your employment under this agreement to a Group Company at any time during your employment.

**“Group Company”** means the Company and all companies which are for the time being either a Holding Company of the Company or a Subsidiary of either the Company or any such Holding Company, including any of their predecessors, successors or assigns or any company which is designated a Group Company at any time by the directors of the board of the London Stock Exchange Group(LSEG) or the Company and any firm, company, corporate or other entity or organisation:

- (a) that is directly or indirectly controlled by the Company, or
- (b) that directly or indirectly controls the Company; or
- (c) that is directly or indirectly controlled by a third party who also directly or indirectly controls the Company; or
- (d) in which the Company or any Holding Company or Subsidiary is directly or indirectly beneficially interested in 10% (ten per cent) or more of that company's issued ordinary share capital.

**“Subsidiary and Holding Company”** in relation to a company mean “subsidiary” and “holding company” as defined in section 1159 of the Companies Act 2006.

## Position and Function

Your role will be Associate Content Analyst , Division: Operations.

## Place of Work

RMZ Infinity, Tower A & E, Old Madras Road, Benniganahalli, Bengaluru, India, 560016. You may be required to work in other locations as reasonably expected by the business and in accordance with the duties of your role

## Start Date

Your employment will commence on 23 May 2022(the “Start Date”).

Your employment is subject to the Employment Requirements (set out in the Detailed Terms & Conditions) being met to the Company's satisfaction, as required .

Please inform the Company of any change in circumstances which may prevent you from starting work on the Start Date. Should your employment not commence on this date then the offer of employment and terms and conditions set out in the Agreement shall automatically lapse, be deemed void and have no purpose or effect.



### **Probation Period**

Your employment is subject to a Probationary Period of 6 months or any additional period which the Company requires. You will be advised in writing upon satisfactory completion of the Probation Period. If you receive no such communication, the Probation Period will be deemed to have been extended until the Company advises you in writing of confirmation in your appointment or notifying you otherwise.

During the Probationary Period either you or the Company can terminate your employment by giving the other party 30 days written notice.

### **Hours of Work**

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### **Salary**

Your Total Fixed Pay (TFP) will be INR ₹3,00,000.00per annum and is inclusive of your Basic salary of INR ₹2,05,600.00per year, Employer's contribution towards Provident Fund of INR ₹23,472.00per year, Flexi Benefit Plan of INR ₹60,928.00 per year respectively (less tax and statutory deductions) (the "Salary").

Salary is payable as per the normal payroll practices of the Company and in any case no later than the 10th of the following calendar month. Please see the Flexi Component Breakup schedule for more information.

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You consent to and acknowledge and understand that the Company will collect and process your personal information (including sensitive personal information) in accordance with any applicable privacy notice provided to you by the Company, as may be updated by Company from time to time.

You acknowledge and understand that the Company may make such information available to any Group Company, those who provide products or services to the Company or to any Group Company (such as advisers and payroll and expenses administrators), regulatory authorities, potential or future employers, governmental or quasi-governmental organisations and potential purchasers of the Company or any Group Company or the business in which you work.

## Post-Termination Restrictions

To protect the interests of the Company and/or each Group Company, you must not for a period of 3 months following the termination of your employment (the "Restricted Period") be involved in or carry out certain non-solicitation or poaching activities as set out in further detail in your Detailed Terms & Conditions at paragraph 19.

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CIN: U72200MH2018FTC309675



27 April 2022

Dear ADI MOHAMMED IRFAN,

Following our recent discussions, we are delighted to extend an offer of employment to you.

Enclosed is a Summary of Key Terms, any applicable Schedule/s and Detailed Terms and Conditions which set out important conditions relating to your employment and which, together, form your employment agreement ("Agreement") with Refinitiv India Shared Services Private Limited, now a part of LSEG, London Stock Exchange Group.

This offer is conditional upon you satisfying the relevant recruitment and screening conditions and procedures, and where applicable, the appropriate regulatory approvals.

On or before your first day of employment, you will need to provide written documentation which proves your eligibility to work in India.

You will also need to sign a copy of your Agreement (enclosed), confirming that you have read, understood and accept the terms set out in your Agreement.

We look forward to welcoming you to the Company.

Yours sincerely,

**Laura Thurston Group Head of Global Talent Acquisition & WFP**

**Encl**

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# Summary of Key Terms



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BETWEEN

- (1) Refinitiv India Shared Services Private Limited, a company which has its registered office at One World Centre, 12th floor, Tower 1, 841 Senapati Bapat Marg, Mumbai 400 013, Maharashtra, India (the “Company”); and
- (2) ADI MOHAMMED IRFAN (the “Employee”)

**Name** ADI MOHAMMED IRFAN

**Employing Company** Refinitiv India Shared Services Private Limited

You consent to the transfer of your employment under this agreement to a Group Company at any time during your employment.

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- (a) that is directly or indirectly controlled by the Company, or
- (b) that directly or indirectly controls the Company; or
- (c) that is directly or indirectly controlled by a third party who also directly or indirectly controls the Company; or
- (d) in which the Company or any Holding Company or Subsidiary is directly or indirectly beneficially interested in 10% (ten per cent) or more of that company's issued ordinary share capital.

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## Position and Function

Your role will be Associate Content Analyst , Division: Operations.

## Place of Work

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## Start Date

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During the Probationary Period either you or the Company can terminate your employment by giving the other party 30 days written notice.

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### **Quarterly Incentive Plan**

You will be eligible to participate in the Quarterly Incentive Plan subject to its terms and conditions. The terms and conditions of the plan and the payments made thereunder may be varied from time to time by the Company in its absolute discretion as per the matrix which will be shared by your line manager on a quarterly basis.

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### **Annual Leave**

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### **Retirement Age**

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### **Benefits**

You are eligible to participate in the Company benefit plans which are set out in the enclosed benefits summary and does not form part of this Agreement.

## Notice Period

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## Confidentiality

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## Data Privacy

You will comply with all Company policies and procedures relating to data protection.

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You acknowledge and understand that the Company may make such information available to any Group Company, those who provide products or services to the Company or to any Group Company (such as advisers and payroll and expenses administrators), regulatory authorities, potential or future employers, governmental or quasi-governmental organisations and potential purchasers of the Company or any Group Company or the business in which you work.

## Post-Termination Restrictions

To protect the interests of the Company and/or each Group Company, you must not for a period of 3 months following the termination of your employment (the "Restricted Period") be involved in or carry out certain non-solicitation or poaching activities as set out in further detail in your Detailed Terms & Conditions at paragraph 19.

## Training

You must complete mandatory training, which will be organised by the Company, and be dependent on your role and may include the following: (this list is not exhaustive)

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CIN: U72200MH2018FTC309675



27 April 2022

Dear ADITYA JAISWAL,

Following our recent discussions, we are delighted to extend an offer of employment to you.

Enclosed is a Summary of Key Terms, any applicable Schedule/s and Detailed Terms and Conditions which set out important conditions relating to your employment and which, together, form your employment agreement ("Agreement") with Refinitiv India Shared Services Private Limited, now a part of LSEG, London Stock Exchange Group.

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On or before your first day of employment, you will need to provide written documentation which proves your eligibility to work in India.

You will also need to sign a copy of your Agreement (enclosed), confirming that you have read, understood and accept the terms set out in your Agreement.

We look forward to welcoming you to the Company.

Yours sincerely,

**Laura Thurston Group Head of Global Talent Acquisition & WFP**

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# Summary of Key Terms



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BETWEEN

- (1) Refinitiv India Shared Services Private Limited, a company which has its registered office at One World Centre, 12th floor, Tower 1, 841 Senapati Bapat Marg, Mumbai 400 013, Maharashtra, India (the “Company”); and
- (2) ADITYA JAISWAL (the “Employee”)

**Name** ADITYA JAISWAL

**Employing Company** Refinitiv India Shared Services Private Limited

You consent to the transfer of your employment under this agreement to a Group Company at any time during your employment.

**“Group Company”** means the Company and all companies which are for the time being either a Holding Company of the Company or a Subsidiary of either the Company or any such Holding Company, including any of their predecessors, successors or assigns or any company which is designated a Group Company at any time by the directors of the board of the London Stock Exchange Group(LSEG) or the Company and any firm, company, corporate or other entity or organisation:

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**“Subsidiary and Holding Company”** in relation to a company mean “subsidiary” and “holding company” as defined in section 1159 of the Companies Act 2006.

## Position and Function

Your role will be Associate Content Analyst , Division: Operations.

## Place of Work

RMZ Infinity, Tower A & E, Old Madras Road, Benniganahalli, Bengaluru, India, 560016. You may be required to work in other locations as reasonably expected by the business and in accordance with the duties of your role

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During the Probationary Period either you or the Company can terminate your employment by giving the other party 30 days written notice.

### **Hours of Work**

You will work a minimum of 40 hours each week, plus any additional hours which the Company requires for the proper performance of your role. You may be entitled to overtime payments, please refer to the Special Shift Policy for more details.

### **Salary**

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CIN: U72200MH2018FTC309675



27 April 2022

Dear Ajai ,

Following our recent discussions, we are delighted to extend an offer of employment to you.

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You will also need to sign a copy of your Agreement (enclosed), confirming that you have read, understood and accept the terms set out in your Agreement.

We look forward to welcoming you to the Company.

Yours sincerely,

**Laura Thurston Group Head of Global Talent Acquisition & WFP**

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## Name

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Your employment is subject to the Employment Requirements (set out in the Detailed Terms & Conditions) being met to the Company's satisfaction, as required .

Please inform the Company of any change in circumstances which may prevent you from starting work on the Start Date. Should your employment not commence on this date then the offer of employment and terms and conditions set out in the Agreement shall automatically lapse, be deemed void and have no purpose or effect.



### **Probation Period**

Your employment is subject to a Probationary Period of 6 months or any additional period which the Company requires. You will be advised in writing upon satisfactory completion of the Probation Period. If you receive no such communication, the Probation Period will be deemed to have been extended until the Company advises you in writing of confirmation in your appointment or notifying you otherwise.

During the Probationary Period either you or the Company can terminate your employment by giving the other party 30 days written notice.

### **Hours of Work**

You will work a minimum of 40 hours each week, plus any additional hours which the Company requires for the proper performance of your role. You may be entitled to overtime payments, please refer to the Special Shift Policy for more details.

### **Salary**

Your Total Fixed Pay (TFP) will be INR ₹3,00,000.00per annum and is inclusive of your Basic salary of INR ₹2,05,600.00per year, Employer's contribution towards Provident Fund of INR ₹23,472.00per year, Flexi Benefit Plan of INR ₹60,928.00 per year respectively (less tax and statutory deductions) (the "Salary").

Salary is payable as per the normal payroll practices of the Company and in any case no later than the 10th of the following calendar month. Please see the Flexi Component Breakup schedule for more information.

### **Quarterly Incentive Plan**

You will be eligible to participate in the Quarterly Incentive Plan subject to its terms and conditions. The terms and conditions of the plan and the payments made thereunder may be varied from time to time by the Company in its absolute discretion as per the matrix which will be shared by your line manager on a quarterly basis.

Should you be eligible to receive bonus under the Payment of Bonus Act, 1965 ("Bonus Act"), any variable pay amount as described in the paragraphs above will be deemed to be considered in satisfaction of (i.e., adjusted towards) the bonus payable based on profits as per the Bonus Act. If the variable pay amount payable to you, as described and calculated in the paragraphs above, is less than your entitlement under the Bonus Act, the differential amount shall separately be paid to you within the timelines set out under the Bonus Act.

### **Annual Leave**

You will be entitled to leave and holidays in accordance with the Company's Time-off policy, as may be amended from time to time.

### **Retirement Age**

Your normal retirement age with the Company will be set out in the Company's Retirement Policy in force at the relevant time.

### **Benefits**

You are eligible to participate in the Company benefit plans which are set out in the enclosed benefits summary and does not form part of this Agreement.

## Notice Period

Either you or the Company may terminate your employment by giving the other party at least 60 days written notice [or such lesser period of notice which applies during your Probationary Period].



## Confidentiality

It is important that you recognize that during your employment with the Company you will have access to, and be entrusted with, confidential information and trade secrets relating to the Company and its Group Companies and any of our clients and customers. Both during and after your employment you must comply with all policies and procedures relating to confidentiality, confidential information, trade secrets and any stricter policy which applies to your role.

## Data Privacy

You will comply with all Company policies and procedures relating to data protection.

You consent to and acknowledge and understand that the Company will collect and process your personal information (including sensitive personal information) in accordance with any applicable privacy notice provided to you by the Company, as may be updated by Company from time to time.

You acknowledge and understand that the Company may make such information available to any Group Company, those who provide products or services to the Company or to any Group Company (such as advisers and payroll and expenses administrators), regulatory authorities, potential or future employers, governmental or quasi-governmental organisations and potential purchasers of the Company or any Group Company or the business in which you work.

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To protect the interests of the Company and/or each Group Company, you must not for a period of 3 months following the termination of your employment (the "Restricted Period") be involved in or carry out certain non-solicitation or poaching activities as set out in further detail in your Detailed Terms & Conditions at paragraph 19.

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You must complete mandatory training, which will be organised by the Company, and be dependent on your role and may include the following: (this list is not exhaustive)

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**Refinitiv India Shared Services Private Limited**

(Formerly known as F&R India Operations and Shared Services Private Limited)

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Phone: +91 22 6180 7001

Fax: +91 22 6180 7700

CIN: U72200MH2018FTC309675



27 April 2022

Dear AJAY ABRAHAM,

Following our recent discussions, we are delighted to extend an offer of employment to you.

Enclosed is a Summary of Key Terms, any applicable Schedule/s and Detailed Terms and Conditions which set out important conditions relating to your employment and which, together, form your employment agreement ("Agreement") with Refinitiv India Shared Services Private Limited, now a part of LSEG, London Stock Exchange Group.

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On or before your first day of employment, you will need to provide written documentation which proves your eligibility to work in India.

You will also need to sign a copy of your Agreement (enclosed), confirming that you have read, understood and accept the terms set out in your Agreement.

We look forward to welcoming you to the Company.

Yours sincerely,

**Laura Thurston Group Head of Global Talent Acquisition & WFP**

**Encl**

- Summary of Key Terms
- Detailed Terms & Conditions
- Benefits Summary
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# Summary of Key Terms



THIS AGREEMENT is made on 27 April 2022.

BETWEEN

- (1) Refinitiv India Shared Services Private Limited, a company which has its registered office at One World Centre, 12th floor, Tower 1, 841 Senapati Bapat Marg, Mumbai 400 013, Maharashtra, India (the “Company”); and
- (2) AJAY ABRAHAM (the “Employee”)

**Name** AJAY ABRAHAM

**Employing Company** Refinitiv India Shared Services Private Limited

You consent to the transfer of your employment under this agreement to a Group Company at any time during your employment.

**“Group Company”** means the Company and all companies which are for the time being either a Holding Company of the Company or a Subsidiary of either the Company or any such Holding Company, including any of their predecessors, successors or assigns or any company which is designated a Group Company at any time by the directors of the board of the London Stock Exchange Group (LSEG) or the Company and any firm, company, corporate or other entity or organisation:

- (a) that is directly or indirectly controlled by the Company, or
- (b) that directly or indirectly controls the Company; or
- (c) that is directly or indirectly controlled by a third party who also directly or indirectly controls the Company; or
- (d) in which the Company or any Holding Company or Subsidiary is directly or indirectly beneficially interested in 10% (ten per cent) or more of that company's issued ordinary share capital.

**“Subsidiary and Holding Company”** in relation to a company mean “subsidiary” and “holding company” as defined in section 1159 of the Companies Act 2006.

## Position and Function

Your role will be Associate Content Analyst , Division: Operations.

## Place of Work

RMZ Infinity, Tower A & E, Old Madras Road, Benniganahalli, Bengaluru, India, 560016. You may be required to work in other locations as reasonably expected by the business and in accordance with the duties of your role

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### **Retirement Age**

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### **Benefits**

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You will comply with all Company policies and procedures relating to data protection.

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You acknowledge and understand that the Company may make such information available to any Group Company, those who provide products or services to the Company or to any Group Company (such as advisers and payroll and expenses administrators), regulatory authorities, potential or future employers, governmental or quasi-governmental organisations and potential purchasers of the Company or any Group Company or the business in which you work.

## Post-Termination Restrictions

To protect the interests of the Company and/or each Group Company, you must not for a period of 3 months following the termination of your employment (the "Restricted Period") be involved in or carry out certain non-solicitation or poaching activities as set out in further detail in your Detailed Terms & Conditions at paragraph 19.

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CIN: U72200MH2018FTC309675



27 April 2022

Dear AKASH THIMMAIAH A B,

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- (2) AKASH THIMMAIAH A B (the “Employee”)

**Name** AKASH THIMMAIAH A B

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27 April 2022

Dear AKILA DEVI P,

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We look forward to welcoming you to the Company.

Yours sincerely,

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- (2) AKILA DEVI P (the “Employee”)

**Name** AKILA DEVI P

**Employing Company** Refinitiv India Shared Services Private Limited

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27 April 2022

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**Name** AKILESH KUMAR N

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- (a) that is directly or indirectly controlled by the Company, or
- (b) that directly or indirectly controls the Company; or
- (c) that is directly or indirectly controlled by a third party who also directly or indirectly controls the Company; or
- (d) in which the Company or any Holding Company or Subsidiary is directly or indirectly beneficially interested in 10% (ten per cent) or more of that company's issued ordinary share capital.

**"Subsidiary and Holding Company"** in relation to a company mean "subsidiary" and "holding company" as defined in section 1159 of the Companies Act 2006.

## Position and Function

Your role will be Associate Content Analyst , Division: Operations.

## Place of Work

RMZ Infinity, Tower A & E, Old Madras Road, Benniganahalli, Bengaluru, India, 560016. You may be required to work in other locations as reasonably expected by the business and in accordance with the duties of your role

## Start Date

Your employment will commence on 23 May 2022(the "Start Date").

Your employment is subject to the Employment Requirements (set out in the Detailed Terms & Conditions) being met to the Company's satisfaction, as required .

Please inform the Company of any change in circumstances which may prevent you from starting work on the Start Date. Should your employment not commence on this date then the offer of employment and terms and conditions set out in the Agreement shall automatically lapse, be deemed void and have no purpose or effect.



### **Probation Period**

Your employment is subject to a Probationary Period of 6 months or any additional period which the Company requires. You will be advised in writing upon satisfactory completion of the Probation Period. If you receive no such communication, the Probation Period will be deemed to have been extended until the Company advises you in writing of confirmation in your appointment or notifying you otherwise.

During the Probationary Period either you or the Company can terminate your employment by giving the other party 30 days written notice.

### **Hours of Work**

You will work a minimum of 40 hours each week, plus any additional hours which the Company requires for the proper performance of your role. You may be entitled to overtime payments, please refer to the Special Shift Policy for more details.

### **Salary**

Your Total Fixed Pay (TFP) will be INR ₹3,00,000.00per annum and is inclusive of your Basic salary of INR ₹2,05,600.00per year, Employer's contribution towards Provident Fund of INR ₹23,472.00per year, Flexi Benefit Plan of INR ₹60,928.00 per year respectively (less tax and statutory deductions) (the "Salary").

Salary is payable as per the normal payroll practices of the Company and in any case no later than the 10th of the following calendar month. Please see the Flexi Component Breakup schedule for more information.

### **Quarterly Incentive Plan**

You will be eligible to participate in the Quarterly Incentive Plan subject to its terms and conditions. The terms and conditions of the plan and the payments made thereunder may be varied from time to time by the Company in its absolute discretion as per the matrix which will be shared by your line manager on a quarterly basis.

Should you be eligible to receive bonus under the Payment of Bonus Act, 1965 ("Bonus Act"), any variable pay amount as described in the paragraphs above will be deemed to be considered in satisfaction of (i.e., adjusted towards) the bonus payable based on profits as per the Bonus Act. If the variable pay amount payable to you, as described and calculated in the paragraphs above, is less than your entitlement under the Bonus Act, the differential amount shall separately be paid to you within the timelines set out under the Bonus Act.

### **Annual Leave**

You will be entitled to leave and holidays in accordance with the Company's Time-off policy, as may be amended from time to time.

### **Retirement Age**

Your normal retirement age with the Company will be set out in the Company's Retirement Policy in force at the relevant time.

### **Benefits**

You are eligible to participate in the Company benefit plans which are set out in the enclosed benefits summary and does not form part of this Agreement.

## Notice Period

Either you or the Company may terminate your employment by giving the other party at least 60 days written notice [or such lesser period of notice which applies during your Probationary Period].



## Confidentiality

It is important that you recognize that during your employment with the Company you will have access to, and be entrusted with, confidential information and trade secrets relating to the Company and its Group Companies and any of our clients and customers. Both during and after your employment you must comply with all policies and procedures relating to confidentiality, confidential information, trade secrets and any stricter policy which applies to your role.

## Data Privacy

You will comply with all Company policies and procedures relating to data protection.

You consent to and acknowledge and understand that the Company will collect and process your personal information (including sensitive personal information) in accordance with any applicable privacy notice provided to you by the Company, as may be updated by Company from time to time.

You acknowledge and understand that the Company may make such information available to any Group Company, those who provide products or services to the Company or to any Group Company (such as advisers and payroll and expenses administrators), regulatory authorities, potential or future employers, governmental or quasi-governmental organisations and potential purchasers of the Company or any Group Company or the business in which you work.

## Post-Termination Restrictions

To protect the interests of the Company and/or each Group Company, you must not for a period of 3 months following the termination of your employment (the "Restricted Period") be involved in or carry out certain non-solicitation or poaching activities as set out in further detail in your Detailed Terms & Conditions at paragraph 19.

## Training

You must complete mandatory training, which will be organised by the Company, and be dependent on your role and may include the following: (this list is not exhaustive)

- Code of Conduct/Code of Business Conduct & Ethics;
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- Financial Crime (including Anti-Money Laundering and Terrorist Financing);
- Personal Account Dealing;
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- Information Security; and
- Prevention of Sexual Harassment at Workplace.

Subject to meeting any eligibility requirements, you may also have the opportunity to undertake additional optional training. Full details are available from the Company intranet.

**Refinitiv India Shared Services Private Limited**

(Formerly known as F&R India Operations and Shared Services Private Limited)

Registered Office: One World Centre, 12th Floor

Tower 1, 841 Senapati Bapat Marg,  
Mumbai 400 013, Maharashtra, India

Phone: +91 22 6180 7001

Fax: +91 22 6180 7700

CIN: U72200MH2018FTC309675



27 April 2022

Dear ALAN B VAIDYAN,

Following our recent discussions, we are delighted to extend an offer of employment to you.

Enclosed is a Summary of Key Terms, any applicable Schedule/s and Detailed Terms and Conditions which set out important conditions relating to your employment and which, together, form your employment agreement ("Agreement") with Refinitiv India Shared Services Private Limited, now a part of LSEG, London Stock Exchange Group.

This offer is conditional upon you satisfying the relevant recruitment and screening conditions and procedures, and where applicable, the appropriate regulatory approvals.

On or before your first day of employment, you will need to provide written documentation which proves your eligibility to work in India.

You will also need to sign a copy of your Agreement (enclosed), confirming that you have read, understood and accept the terms set out in your Agreement.

We look forward to welcoming you to the Company.

Yours sincerely,

**Laura Thurston Group Head of Global Talent Acquisition & WFP**

**Encl**

- Summary of Key Terms
- Detailed Terms & Conditions
- Benefits Summary
- Data Privacy Policy

# Summary of Key Terms



THIS AGREEMENT is made on 27 April 2022.

BETWEEN

- (1) Refinitiv India Shared Services Private Limited, a company which has its registered office at One World Centre, 12th floor, Tower 1, 841 Senapati Bapat Marg, Mumbai 400 013, Maharashtra, India (the “Company”); and
- (2) ALAN B VAIDYAN (the “Employee”)

**Name** ALAN B VAIDYAN

**Employing Company** Refinitiv India Shared Services Private Limited

You consent to the transfer of your employment under this agreement to a Group Company at any time during your employment.

**“Group Company”** means the Company and all companies which are for the time being either a Holding Company of the Company or a Subsidiary of either the Company or any such Holding Company, including any of their predecessors, successors or assigns or any company which is designated a Group Company at any time by the directors of the board of the London Stock Exchange Group(LSEG) or the Company and any firm, company, corporate or other entity or organisation:

- (a) that is directly or indirectly controlled by the Company, or
- (b) that directly or indirectly controls the Company; or
- (c) that is directly or indirectly controlled by a third party who also directly or indirectly controls the Company; or
- (d) in which the Company or any Holding Company or Subsidiary is directly or indirectly beneficially interested in 10% (ten per cent) or more of that company's issued ordinary share capital.

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## Position and Function

Your role will be Associate Content Analyst , Division: Operations.

## Place of Work

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## Start Date

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### **Probation Period**

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### **Salary**

Your Total Fixed Pay (TFP) will be INR ₹3,00,000.00per annum and is inclusive of your Basic salary of INR ₹2,05,600.00per year, Employer's contribution towards Provident Fund of INR ₹23,472.00per year, Flexi Benefit Plan of INR ₹60,928.00 per year respectively (less tax and statutory deductions) (the "Salary").

Salary is payable as per the normal payroll practices of the Company and in any case no later than the 10th of the following calendar month. Please see the Flexi Component Breakup schedule for more information.

### **Quarterly Incentive Plan**

You will be eligible to participate in the Quarterly Incentive Plan subject to its terms and conditions. The terms and conditions of the plan and the payments made thereunder may be varied from time to time by the Company in its absolute discretion as per the matrix which will be shared by your line manager on a quarterly basis.

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### **Annual Leave**

You will be entitled to leave and holidays in accordance with the Company's Time-off policy, as may be amended from time to time.

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### **Benefits**

You are eligible to participate in the Company benefit plans which are set out in the enclosed benefits summary and does not form part of this Agreement.

## Notice Period

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## Confidentiality

It is important that you recognize that during your employment with the Company you will have access to, and be entrusted with, confidential information and trade secrets relating to the Company and its Group Companies and any of our clients and customers. Both during and after your employment you must comply with all policies and procedures relating to confidentiality, confidential information, trade secrets and any stricter policy which applies to your role.

## Data Privacy

You will comply with all Company policies and procedures relating to data protection.

You consent to and acknowledge and understand that the Company will collect and process your personal information (including sensitive personal information) in accordance with any applicable privacy notice provided to you by the Company, as may be updated by Company from time to time.

You acknowledge and understand that the Company may make such information available to any Group Company, those who provide products or services to the Company or to any Group Company (such as advisers and payroll and expenses administrators), regulatory authorities, potential or future employers, governmental or quasi-governmental organisations and potential purchasers of the Company or any Group Company or the business in which you work.

## Post-Termination Restrictions

To protect the interests of the Company and/or each Group Company, you must not for a period of 3 months following the termination of your employment (the "Restricted Period") be involved in or carry out certain non-solicitation or poaching activities as set out in further detail in your Detailed Terms & Conditions at paragraph 19.

## Training

You must complete mandatory training, which will be organised by the Company, and be dependent on your role and may include the following: (this list is not exhaustive)

- Code of Conduct/Code of Business Conduct & Ethics;
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- Financial Crime (including Anti-Money Laundering and Terrorist Financing);
- Personal Account Dealing;
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- Prevention of Sexual Harassment at Workplace.

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Fax: +91 22 6180 7700

CIN: U72200MH2018FTC309675



27 April 2022

Dear ALVIN KENNETH RICHARD,

Following our recent discussions, we are delighted to extend an offer of employment to you.

Enclosed is a Summary of Key Terms, any applicable Schedule/s and Detailed Terms and Conditions which set out important conditions relating to your employment and which, together, form your employment agreement ("Agreement") with Refinitiv India Shared Services Private Limited, now a part of LSEG, London Stock Exchange Group.

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You will also need to sign a copy of your Agreement (enclosed), confirming that you have read, understood and accept the terms set out in your Agreement.

We look forward to welcoming you to the Company.

Yours sincerely,

**Laura Thurston Group Head of Global Talent Acquisition & WFP**

**Encl**

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BETWEEN

- (1) Refinitiv India Shared Services Private Limited, a company which has its registered office at One World Centre, 12th floor, Tower 1, 841 Senapati Bapat Marg, Mumbai 400 013, Maharashtra, India (the “Company”); and
- (2) ALVIN KENNETH RICHARD (the “Employee”)

**Name** ALVIN KENNETH RICHARD

**Employing Company** Refinitiv India Shared Services Private Limited

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**“Group Company”** means the Company and all companies which are for the time being either a Holding Company of the Company or a Subsidiary of either the Company or any such Holding Company, including any of their predecessors, successors or assigns or any company which is designated a Group Company at any time by the directors of the board of the London Stock Exchange Group(LSEG) or the Company and any firm, company, corporate or other entity or organisation:

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You acknowledge and understand that the Company may make such information available to any Group Company, those who provide products or services to the Company or to any Group Company (such as advisers and payroll and expenses administrators), regulatory authorities, potential or future employers, governmental or quasi-governmental organisations and potential purchasers of the Company or any Group Company or the business in which you work.

## Post-Termination Restrictions

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## Training

You must complete mandatory training, which will be organised by the Company, and be dependent on your role and may include the following: (this list is not exhaustive)

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27 April 2022

Dear ANKIT KUMAR SINGH,

Following our recent discussions, we are delighted to extend an offer of employment to you.

Enclosed is a Summary of Key Terms, any applicable Schedule/s and Detailed Terms and Conditions which set out important conditions relating to your employment and which, together, form your employment agreement ("Agreement") with Refinitiv India Shared Services Private Limited, now a part of LSEG, London Stock Exchange Group.

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You will also need to sign a copy of your Agreement (enclosed), confirming that you have read, understood and accept the terms set out in your Agreement.

We look forward to welcoming you to the Company.

Yours sincerely,

**Laura Thurston Group Head of Global Talent Acquisition & WFP**

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BETWEEN

- (1) Refinitiv India Shared Services Private Limited, a company which has its registered office at One World Centre, 12th floor, Tower 1, 841 Senapati Bapat Marg, Mumbai 400 013, Maharashtra, India (the “Company”); and
- (2) ANKIT KUMAR SINGH (the “Employee”)

**Name** ANKIT KUMAR SINGH

**Employing Company** Refinitiv India Shared Services Private Limited

You consent to the transfer of your employment under this agreement to a Group Company at any time during your employment.

**“Group Company”** means the Company and all companies which are for the time being either a Holding Company of the Company or a Subsidiary of either the Company or any such Holding Company, including any of their predecessors, successors or assigns or any company which is designated a Group Company at any time by the directors of the board of the London Stock Exchange Group(LSEG) or the Company and any firm, company, corporate or other entity or organisation:

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Your role will be Associate Content Analyst , Division: Operations.

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### **Salary**

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27 April 2022

Dear ANKITA RAJAN,

Following our recent discussions, we are delighted to extend an offer of employment to you.

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We look forward to welcoming you to the Company.

Yours sincerely,

**Laura Thurston Group Head of Global Talent Acquisition & WFP**

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# Summary of Key Terms



THIS AGREEMENT is made on 27 April 2022.

BETWEEN

- (1) Refinitiv India Shared Services Private Limited, a company which has its registered office at One World Centre, 12th floor, Tower 1, 841 Senapati Bapat Marg, Mumbai 400 013, Maharashtra, India (the “Company”); and
- (2) ANKITA RAJAN (the “Employee”)

**Name** ANKITA RAJAN

**Employing Company** Refinitiv India Shared Services Private Limited

You consent to the transfer of your employment under this agreement to a Group Company at any time during your employment.

**“Group Company”** means the Company and all companies which are for the time being either a Holding Company of the Company or a Subsidiary of either the Company or any such Holding Company, including any of their predecessors, successors or assigns or any company which is designated a Group Company at any time by the directors of the board of the London Stock Exchange Group (LSEG) or the Company and any firm, company, corporate or other entity or organisation:

- (a) that is directly or indirectly controlled by the Company, or
- (b) that directly or indirectly controls the Company; or
- (c) that is directly or indirectly controlled by a third party who also directly or indirectly controls the Company; or
- (d) in which the Company or any Holding Company or Subsidiary is directly or indirectly beneficially interested in 10% (ten per cent) or more of that company's issued ordinary share capital.

**“Subsidiary and Holding Company”** in relation to a company mean “subsidiary” and “holding company” as defined in section 1159 of the Companies Act 2006.

## Position and Function

Your role will be Associate Content Analyst , Division: Operations.

## Place of Work

RMZ Infinity, Tower A & E, Old Madras Road, Benniganahalli, Bengaluru, India, 560016. You may be required to work in other locations as reasonably expected by the business and in accordance with the duties of your role

## Start Date

Your employment will commence on 23 May 2022 (the “Start Date”).

Your employment is subject to the Employment Requirements (set out in the Detailed Terms & Conditions) being met to the Company's satisfaction, as required .

Please inform the Company of any change in circumstances which may prevent you from starting work on the Start Date. Should your employment not commence on this date then the offer of employment and terms and conditions set out in the Agreement shall automatically lapse, be deemed void and have no purpose or effect.



### **Probation Period**

Your employment is subject to a Probationary Period of 6 months or any additional period which the Company requires. You will be advised in writing upon satisfactory completion of the Probation Period. If you receive no such communication, the Probation Period will be deemed to have been extended until the Company advises you in writing of confirmation in your appointment or notifying you otherwise.

During the Probationary Period either you or the Company can terminate your employment by giving the other party 30 days written notice.

### **Hours of Work**

You will work a minimum of 40 hours each week, plus any additional hours which the Company requires for the proper performance of your role. You may be entitled to overtime payments, please refer to the Special Shift Policy for more details.

### **Salary**

Your Total Fixed Pay (TFP) will be INR ₹3,00,000.00per annum and is inclusive of your Basic salary of INR ₹2,05,600.00per year, Employer's contribution towards Provident Fund of INR ₹23,472.00per year, Flexi Benefit Plan of INR ₹60,928.00 per year respectively (less tax and statutory deductions) (the "Salary").

Salary is payable as per the normal payroll practices of the Company and in any case no later than the 10th of the following calendar month. Please see the Flexi Component Breakup schedule for more information.

### **Quarterly Incentive Plan**

You will be eligible to participate in the Quarterly Incentive Plan subject to its terms and conditions. The terms and conditions of the plan and the payments made thereunder may be varied from time to time by the Company in its absolute discretion as per the matrix which will be shared by your line manager on a quarterly basis.

Should you be eligible to receive bonus under the Payment of Bonus Act, 1965 ("Bonus Act"), any variable pay amount as described in the paragraphs above will be deemed to be considered in satisfaction of (i.e., adjusted towards) the bonus payable based on profits as per the Bonus Act. If the variable pay amount payable to you, as described and calculated in the paragraphs above, is less than your entitlement under the Bonus Act, the differential amount shall separately be paid to you within the timelines set out under the Bonus Act.

### **Annual Leave**

You will be entitled to leave and holidays in accordance with the Company's Time-off policy, as may be amended from time to time.

### **Retirement Age**

Your normal retirement age with the Company will be set out in the Company's Retirement Policy in force at the relevant time.

### **Benefits**

You are eligible to participate in the Company benefit plans which are set out in the enclosed benefits summary and does not form part of this Agreement.

## Notice Period

Either you or the Company may terminate your employment by giving the other party at least 60 days written notice [or such lesser period of notice which applies during your Probationary Period].



## Confidentiality

It is important that you recognize that during your employment with the Company you will have access to, and be entrusted with, confidential information and trade secrets relating to the Company and its Group Companies and any of our clients and customers. Both during and after your employment you must comply with all policies and procedures relating to confidentiality, confidential information, trade secrets and any stricter policy which applies to your role.

## Data Privacy

You will comply with all Company policies and procedures relating to data protection.

You consent to and acknowledge and understand that the Company will collect and process your personal information (including sensitive personal information) in accordance with any applicable privacy notice provided to you by the Company, as may be updated by Company from time to time.

You acknowledge and understand that the Company may make such information available to any Group Company, those who provide products or services to the Company or to any Group Company (such as advisers and payroll and expenses administrators), regulatory authorities, potential or future employers, governmental or quasi-governmental organisations and potential purchasers of the Company or any Group Company or the business in which you work.

## Post-Termination Restrictions

To protect the interests of the Company and/or each Group Company, you must not for a period of 3 months following the termination of your employment (the "Restricted Period") be involved in or carry out certain non-solicitation or poaching activities as set out in further detail in your Detailed Terms & Conditions at paragraph 19.

## Training

You must complete mandatory training, which will be organised by the Company, and be dependent on your role and may include the following: (this list is not exhaustive)

- Code of Conduct/Code of Business Conduct & Ethics;
- Anti Bribery & Corruption;
- Financial Crime (including Anti-Money Laundering and Terrorist Financing);
- Personal Account Dealing;
- Conflicts of interest;
- Information Security; and
- Prevention of Sexual Harassment at Workplace.

Subject to meeting any eligibility requirements, you may also have the opportunity to undertake additional optional training. Full details are available from the Company intranet.

**Refinitiv India Shared Services Private Limited**

(Formerly known as F&R India Operations and Shared Services Private Limited)

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Tower 1, 841 Senapati Bapat Marg,  
Mumbai 400 013, Maharashtra, India

Phone: +91 22 6180 7001

Fax: +91 22 6180 7700

CIN: U72200MH2018FTC309675



27 April 2022

Dear ANUSUYA M,

Following our recent discussions, we are delighted to extend an offer of employment to you.

Enclosed is a Summary of Key Terms, any applicable Schedule/s and Detailed Terms and Conditions which set out important conditions relating to your employment and which, together, form your employment agreement ("Agreement") with Refinitiv India Shared Services Private Limited, now a part of LSEG, London Stock Exchange Group.

This offer is conditional upon you satisfying the relevant recruitment and screening conditions and procedures, and where applicable, the appropriate regulatory approvals.

On or before your first day of employment, you will need to provide written documentation which proves your eligibility to work in India.

You will also need to sign a copy of your Agreement (enclosed), confirming that you have read, understood and accept the terms set out in your Agreement.

We look forward to welcoming you to the Company.

Yours sincerely,

**Laura Thurston Group Head of Global Talent Acquisition & WFP**

**Encl**

- Summary of Key Terms
- Detailed Terms & Conditions
- Benefits Summary
- Data Privacy Policy

# Summary of Key Terms



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- (1) Refinitiv India Shared Services Private Limited, a company which has its registered office at One World Centre, 12th floor, Tower 1, 841 Senapati Bapat Marg, Mumbai 400 013, Maharashtra, India (the "Company"); and
- (2) ANUSUYA M (the "Employee")

**Name** ANUSUYA M

**Employing Company** Refinitiv India Shared Services Private Limited

You consent to the transfer of your employment under this agreement to a Group Company at any time during your employment.

**"Group Company"** means the Company and all companies which are for the time being either a Holding Company of the Company or a Subsidiary of either the Company or any such Holding Company, including any of their predecessors, successors or assigns or any company which is designated a Group Company at any time by the directors of the board of the London Stock Exchange Group (LSEG) or the Company and any firm, company, corporate or other entity or organisation:

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- (b) that directly or indirectly controls the Company; or
- (c) that is directly or indirectly controlled by a third party who also directly or indirectly controls the Company; or
- (d) in which the Company or any Holding Company or Subsidiary is directly or indirectly beneficially interested in 10% (ten per cent) or more of that company's issued ordinary share capital.

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## Position and Function

Your role will be Associate Content Analyst , Division: Operations.

## Place of Work

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## Start Date

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During the Probationary Period either you or the Company can terminate your employment by giving the other party 30 days written notice.

### **Hours of Work**

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### **Salary**

Your Total Fixed Pay (TFP) will be INR ₹3,00,000.00per annum and is inclusive of your Basic salary of INR ₹2,05,600.00per year, Employer's contribution towards Provident Fund of INR ₹23,472.00per year, Flexi Benefit Plan of INR ₹60,928.00 per year respectively (less tax and statutory deductions) (the "Salary").

Salary is payable as per the normal payroll practices of the Company and in any case no later than the 10th of the following calendar month. Please see the Flexi Component Breakup schedule for more information.

### **Quarterly Incentive Plan**

You will be eligible to participate in the Quarterly Incentive Plan subject to its terms and conditions. The terms and conditions of the plan and the payments made thereunder may be varied from time to time by the Company in its absolute discretion as per the matrix which will be shared by your line manager on a quarterly basis.

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### **Annual Leave**

You will be entitled to leave and holidays in accordance with the Company's Time-off policy, as may be amended from time to time.

### **Retirement Age**

Your normal retirement age with the Company will be set out in the Company's Retirement Policy in force at the relevant time.

### **Benefits**

You are eligible to participate in the Company benefit plans which are set out in the enclosed benefits summary and does not form part of this Agreement.

## Notice Period

Either you or the Company may terminate your employment by giving the other party at least 60 days written notice [or such lesser period of notice which applies during your Probationary Period].



## Confidentiality

It is important that you recognize that during your employment with the Company you will have access to, and be entrusted with, confidential information and trade secrets relating to the Company and its Group Companies and any of our clients and customers. Both during and after your employment you must comply with all policies and procedures relating to confidentiality, confidential information, trade secrets and any stricter policy which applies to your role.

## Data Privacy

You will comply with all Company policies and procedures relating to data protection.

You consent to and acknowledge and understand that the Company will collect and process your personal information (including sensitive personal information) in accordance with any applicable privacy notice provided to you by the Company, as may be updated by Company from time to time.

You acknowledge and understand that the Company may make such information available to any Group Company, those who provide products or services to the Company or to any Group Company (such as advisers and payroll and expenses administrators), regulatory authorities, potential or future employers, governmental or quasi-governmental organisations and potential purchasers of the Company or any Group Company or the business in which you work.

## Post-Termination Restrictions

To protect the interests of the Company and/or each Group Company, you must not for a period of 3 months following the termination of your employment (the "Restricted Period") be involved in or carry out certain non-solicitation or poaching activities as set out in further detail in your Detailed Terms & Conditions at paragraph 19.

## Training

You must complete mandatory training, which will be organised by the Company, and be dependent on your role and may include the following: (this list is not exhaustive)

- Code of Conduct/Code of Business Conduct & Ethics;
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- Financial Crime (including Anti-Money Laundering and Terrorist Financing);
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CIN: U72200MH2018FTC309675



27 April 2022

Dear ARCHANA A,

Following our recent discussions, we are delighted to extend an offer of employment to you.

Enclosed is a Summary of Key Terms, any applicable Schedule/s and Detailed Terms and Conditions which set out important conditions relating to your employment and which, together, form your employment agreement ("Agreement") with Refinitiv India Shared Services Private Limited, now a part of LSEG, London Stock Exchange Group.

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You will also need to sign a copy of your Agreement (enclosed), confirming that you have read, understood and accept the terms set out in your Agreement.

We look forward to welcoming you to the Company.

Yours sincerely,

**Laura Thurston Group Head of Global Talent Acquisition & WFP**

**Encl**

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# Summary of Key Terms



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BETWEEN

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- (2) ARCHANAA (the “Employee”)

**Name** ARCHANAA

**Employing Company** Refinitiv India Shared Services Private Limited

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Your role will be Associate Content Analyst , Division: Operations.

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### **Salary**

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### **Retirement Age**

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### **Benefits**

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## Notice Period

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## Confidentiality

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## Post-Termination Restrictions

To protect the interests of the Company and/or each Group Company, you must not for a period of 3 months following the termination of your employment (the "Restricted Period") be involved in or carry out certain non-solicitation or poaching activities as set out in further detail in your Detailed Terms & Conditions at paragraph 19.

## Training

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27 April 2022

Dear ARCHANA M,

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Enclosed is a Summary of Key Terms, any applicable Schedule/s and Detailed Terms and Conditions which set out important conditions relating to your employment and which, together, form your employment agreement ("Agreement") with Refinitiv India Shared Services Private Limited, now a part of LSEG, London Stock Exchange Group.

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We look forward to welcoming you to the Company.

Yours sincerely,

**Laura Thurston Group Head of Global Talent Acquisition & WFP**

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# Summary of Key Terms



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- (2) ARCHANA M (the “Employee”)

**Name** ARCHANA M

**Employing Company** Refinitiv India Shared Services Private Limited

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Your role will be Associate Content Analyst , Division: Operations.

## Place of Work

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### **Hours of Work**

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### **Salary**

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27 April 2022

Dear ARSALAN SIDDIQ AHMED,

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On or before your first day of employment, you will need to provide written documentation which proves your eligibility to work in India.

You will also need to sign a copy of your Agreement (enclosed), confirming that you have read, understood and accept the terms set out in your Agreement.

We look forward to welcoming you to the Company.

Yours sincerely,

**Laura Thurston Group Head of Global Talent Acquisition & WFP**

**Encl**

- Summary of Key Terms
- Detailed Terms & Conditions
- Benefits Summary
- Data Privacy Policy

# Summary of Key Terms



THIS AGREEMENT is made on 27 April 2022.

BETWEEN

- (1) Refinitiv India Shared Services Private Limited, a company which has its registered office at One World Centre, 12th floor, Tower 1, 841 Senapati Bapat Marg, Mumbai 400 013, Maharashtra, India (the "Company"); and
- (2) ARSALAN SIDDIQ AHMED (the "Employee")

**Name** ARSALAN SIDDIQ AHMED

**Employing Company** Refinitiv India Shared Services Private Limited

You consent to the transfer of your employment under this agreement to a Group Company at any time during your employment.

**"Group Company"** means the Company and all companies which are for the time being either a Holding Company of the Company or a Subsidiary of either the Company or any such Holding Company, including any of their predecessors, successors or assigns or any company which is designated a Group Company at any time by the directors of the board of the London Stock Exchange Group (LSEG) or the Company and any firm, company, corporate or other entity or organisation:

- (a) that is directly or indirectly controlled by the Company, or
- (b) that directly or indirectly controls the Company; or
- (c) that is directly or indirectly controlled by a third party who also directly or indirectly controls the Company; or
- (d) in which the Company or any Holding Company or Subsidiary is directly or indirectly beneficially interested in 10% (ten per cent) or more of that company's issued ordinary share capital.

**"Subsidiary and Holding Company"** in relation to a company mean "subsidiary" and "holding company" as defined in section 1159 of the Companies Act 2006.

## Position and Function

Your role will be Associate Content Analyst , Division: Operations.

## Place of Work

RMZ Infinity, Tower A & E, Old Madras Road, Benniganahalli, Bengaluru, India, 560016. You may be required to work in other locations as reasonably expected by the business and in accordance with the duties of your role

## Start Date

Your employment will commence on 23 May 2022 (the "Start Date").

Your employment is subject to the Employment Requirements (set out in the Detailed Terms & Conditions) being met to the Company's satisfaction, as required .

Please inform the Company of any change in circumstances which may prevent you from starting work on the Start Date. Should your employment not commence on this date then the offer of employment and terms and conditions set out in the Agreement shall automatically lapse, be deemed void and have no purpose or effect.



### **Probation Period**

Your employment is subject to a Probationary Period of 6 months or any additional period which the Company requires. You will be advised in writing upon satisfactory completion of the Probation Period. If you receive no such communication, the Probation Period will be deemed to have been extended until the Company advises you in writing of confirmation in your appointment or notifying you otherwise.

During the Probationary Period either you or the Company can terminate your employment by giving the other party 30 days written notice.

### **Hours of Work**

You will work a minimum of 40 hours each week, plus any additional hours which the Company requires for the proper performance of your role. You may be entitled to overtime payments, please refer to the Special Shift Policy for more details.

### **Salary**

Your Total Fixed Pay (TFP) will be INR ₹3,00,000.00per annum and is inclusive of your Basic salary of INR ₹2,05,600.00per year, Employer's contribution towards Provident Fund of INR ₹23,472.00per year, Flexi Benefit Plan of INR ₹60,928.00 per year respectively (less tax and statutory deductions) (the "Salary").

Salary is payable as per the normal payroll practices of the Company and in any case no later than the 10th of the following calendar month. Please see the Flexi Component Breakup schedule for more information.

### **Quarterly Incentive Plan**

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Should you be eligible to receive bonus under the Payment of Bonus Act, 1965 ("Bonus Act"), any variable pay amount as described in the paragraphs above will be deemed to be considered in satisfaction of (i.e., adjusted towards) the bonus payable based on profits as per the Bonus Act. If the variable pay amount payable to you, as described and calculated in the paragraphs above, is less than your entitlement under the Bonus Act, the differential amount shall separately be paid to you within the timelines set out under the Bonus Act.

### **Annual Leave**

You will be entitled to leave and holidays in accordance with the Company's Time-off policy, as may be amended from time to time.

### **Retirement Age**

Your normal retirement age with the Company will be set out in the Company's Retirement Policy in force at the relevant time.

### **Benefits**

You are eligible to participate in the Company benefit plans which are set out in the enclosed benefits summary and does not form part of this Agreement.

## Notice Period

Either you or the Company may terminate your employment by giving the other party at least 60 days written notice [or such lesser period of notice which applies during your Probationary Period].



## Confidentiality

It is important that you recognize that during your employment with the Company you will have access to, and be entrusted with, confidential information and trade secrets relating to the Company and its Group Companies and any of our clients and customers. Both during and after your employment you must comply with all policies and procedures relating to confidentiality, confidential information, trade secrets and any stricter policy which applies to your role.

## Data Privacy

You will comply with all Company policies and procedures relating to data protection.

You consent to and acknowledge and understand that the Company will collect and process your personal information (including sensitive personal information) in accordance with any applicable privacy notice provided to you by the Company, as may be updated by Company from time to time.

You acknowledge and understand that the Company may make such information available to any Group Company, those who provide products or services to the Company or to any Group Company (such as advisers and payroll and expenses administrators), regulatory authorities, potential or future employers, governmental or quasi-governmental organisations and potential purchasers of the Company or any Group Company or the business in which you work.

## Post-Termination Restrictions

To protect the interests of the Company and/or each Group Company, you must not for a period of 3 months following the termination of your employment (the "Restricted Period") be involved in or carry out certain non-solicitation or poaching activities as set out in further detail in your Detailed Terms & Conditions at paragraph 19.

## Training

You must complete mandatory training, which will be organised by the Company, and be dependent on your role and may include the following: (this list is not exhaustive)

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- Financial Crime (including Anti-Money Laundering and Terrorist Financing);
- Personal Account Dealing;
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- Prevention of Sexual Harassment at Workplace.

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**Refinitiv India Shared Services Private Limited**

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Tower 1, 841 Senapati Bapat Marg,  
Mumbai 400 013, Maharashtra, India

Phone: +91 22 6180 7001

Fax: +91 22 6180 7700

CIN: U72200MH2018FTC309675



27 April 2022

Dear ARUL S A,

Following our recent discussions, we are delighted to extend an offer of employment to you.

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Yours sincerely,

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- (2) ARUL S A (the “Employee”)

**Name** ARUL S A

**Employing Company** Refinitiv India Shared Services Private Limited

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**“Group Company”** means the Company and all companies which are for the time being either a Holding Company of the Company or a Subsidiary of either the Company or any such Holding Company, including any of their predecessors, successors or assigns or any company which is designated a Group Company at any time by the directors of the board of the London Stock Exchange Group(LSEG) or the Company and any firm, company, corporate or other entity or organisation:

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### **Hours of Work**

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### **Salary**

Your Total Fixed Pay (TFP) will be INR ₹3,00,000.00per annum and is inclusive of your Basic salary of INR ₹2,05,600.00per year, Employer's contribution towards Provident Fund of INR ₹23,472.00per year, Flexi Benefit Plan of INR ₹60,928.00 per year respectively (less tax and statutory deductions) (the "Salary").

Salary is payable as per the normal payroll practices of the Company and in any case no later than the 10th of the following calendar month. Please see the Flexi Component Breakup schedule for more information.

### **Quarterly Incentive Plan**

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### **Benefits**

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You will comply with all Company policies and procedures relating to data protection.

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You acknowledge and understand that the Company may make such information available to any Group Company, those who provide products or services to the Company or to any Group Company (such as advisers and payroll and expenses administrators), regulatory authorities, potential or future employers, governmental or quasi-governmental organisations and potential purchasers of the Company or any Group Company or the business in which you work.

## Post-Termination Restrictions

To protect the interests of the Company and/or each Group Company, you must not for a period of 3 months following the termination of your employment (the "Restricted Period") be involved in or carry out certain non-solicitation or poaching activities as set out in further detail in your Detailed Terms & Conditions at paragraph 19.

## Training

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27 April 2022

Dear ASHIK NATH BAIJU,

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- (2) ASHIK NATH BAIJU (the “Employee”)

**Name** ASHIK NATH BAIJU

**Employing Company** Refinitiv India Shared Services Private Limited

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27 April 2022

Dear ATHIF ANZAR,

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**Name** ATHIF ANZAR

**Employing Company** Refinitiv India Shared Services Private Limited

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You will work a minimum of 40 hours each week, plus any additional hours which the Company requires for the proper performance of your role. You may be entitled to overtime payments, please refer to the Special Shift Policy for more details.

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- Prevention of Sexual Harassment at Workplace.

Subject to meeting any eligibility requirements, you may also have the opportunity to undertake additional optional training. Full details are available from the Company intranet.



**Refinitiv India Shared Services Private Limited**

(Formerly known as F&R India Operations and Shared Services Private Limited)

Registered Office: One World Centre, 12th Floor

Tower 1, 841 Senapati Bapat Marg,  
Mumbai 400 013, Maharashtra, India

Phone: +91 22 6180 7001

Fax: +91 22 6180 7700

CIN: U72200MH2018FTC309675



27 April 2022

Dear B DIVYA,

Following our recent discussions, we are delighted to extend an offer of employment to you.

Enclosed is a Summary of Key Terms, any applicable Schedule/s and Detailed Terms and Conditions which set out important conditions relating to your employment and which, together, form your employment agreement ("Agreement") with Refinitiv India Shared Services Private Limited, now a part of LSEG, London Stock Exchange Group.

This offer is conditional upon you satisfying the relevant recruitment and screening conditions and procedures, and where applicable, the appropriate regulatory approvals.

On or before your first day of employment, you will need to provide written documentation which proves your eligibility to work in India.

You will also need to sign a copy of your Agreement (enclosed), confirming that you have read, understood and accept the terms set out in your Agreement.

We look forward to welcoming you to the Company.

Yours sincerely,

**Laura Thurston Group Head of Global Talent Acquisition & WFP**

**Encl**

- Summary of Key Terms
- Detailed Terms & Conditions
- Benefits Summary
- Data Privacy Policy

# Summary of Key Terms



THIS AGREEMENT is made on 27 April 2022.

BETWEEN

- (1) Refinitiv India Shared Services Private Limited, a company which has its registered office at One World Centre, 12th floor, Tower 1, 841 Senapati Bapat Marg, Mumbai 400 013, Maharashtra, India (the “Company”); and
- (2) B DIVYA (the “Employee”)

**Name** B DIVYA

**Employing Company** Refinitiv India Shared Services Private Limited

You consent to the transfer of your employment under this agreement to a Group Company at any time during your employment.

**“Group Company”** means the Company and all companies which are for the time being either a Holding Company of the Company or a Subsidiary of either the Company or any such Holding Company, including any of their predecessors, successors or assigns or any company which is designated a Group Company at any time by the directors of the board of the London Stock Exchange Group(LSEG) or the Company and any firm, company, corporate or other entity or organisation:

- (a) that is directly or indirectly controlled by the Company, or
- (b) that directly or indirectly controls the Company; or
- (c) that is directly or indirectly controlled by a third party who also directly or indirectly controls the Company; or
- (d) in which the Company or any Holding Company or Subsidiary is directly or indirectly beneficially interested in 10% (ten per cent) or more of that company's issued ordinary share capital.

**“Subsidiary and Holding Company”** in relation to a company mean “subsidiary” and “holding company” as defined in section 1159 of the Companies Act 2006.

## Position and Function

Your role will be Associate Content Analyst , Division: Operations.

## Place of Work

RMZ Infinity, Tower A & E, Old Madras Road, Benniganahalli, Bengaluru, India, 560016. You may be required to work in other locations as reasonably expected by the business and in accordance with the duties of your role

## Start Date

Your employment will commence on 23 May 2022(the “Start Date”).

Your employment is subject to the Employment Requirements (set out in the Detailed Terms & Conditions) being met to the Company's satisfaction, as required .

Please inform the Company of any change in circumstances which may prevent you from starting work on the Start Date. Should your employment not commence on this date then the offer of employment and terms and conditions set out in the Agreement shall automatically lapse, be deemed void and have no purpose or effect.



### **Probation Period**

Your employment is subject to a Probationary Period of 6 months or any additional period which the Company requires. You will be advised in writing upon satisfactory completion of the Probation Period. If you receive no such communication, the Probation Period will be deemed to have been extended until the Company advises you in writing of confirmation in your appointment or notifying you otherwise.

During the Probationary Period either you or the Company can terminate your employment by giving the other party 30 days written notice.

### **Hours of Work**

You will work a minimum of 40 hours each week, plus any additional hours which the Company requires for the proper performance of your role. You may be entitled to overtime payments, please refer to the Special Shift Policy for more details.

### **Salary**

Your Total Fixed Pay (TFP) will be INR ₹3,00,000.00per annum and is inclusive of your Basic salary of INR ₹2,05,600.00per year, Employer's contribution towards Provident Fund of INR ₹23,472.00per year, Flexi Benefit Plan of INR ₹60,928.00 per year respectively (less tax and statutory deductions) (the "Salary").

Salary is payable as per the normal payroll practices of the Company and in any case no later than the 10th of the following calendar month. Please see the Flexi Component Breakup schedule for more information.

### **Quarterly Incentive Plan**

You will be eligible to participate in the Quarterly Incentive Plan subject to its terms and conditions. The terms and conditions of the plan and the payments made thereunder may be varied from time to time by the Company in its absolute discretion as per the matrix which will be shared by your line manager on a quarterly basis.

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### **Annual Leave**

You will be entitled to leave and holidays in accordance with the Company's Time-off policy, as may be amended from time to time.

### **Retirement Age**

Your normal retirement age with the Company will be set out in the Company's Retirement Policy in force at the relevant time.

### **Benefits**

You are eligible to participate in the Company benefit plans which are set out in the enclosed benefits summary and does not form part of this Agreement.

## Notice Period

Either you or the Company may terminate your employment by giving the other party at least 60 days written notice [or such lesser period of notice which applies during your Probationary Period].



## Confidentiality

It is important that you recognize that during your employment with the Company you will have access to, and be entrusted with, confidential information and trade secrets relating to the Company and its Group Companies and any of our clients and customers. Both during and after your employment you must comply with all policies and procedures relating to confidentiality, confidential information, trade secrets and any stricter policy which applies to your role.

## Data Privacy

You will comply with all Company policies and procedures relating to data protection.

You consent to and acknowledge and understand that the Company will collect and process your personal information (including sensitive personal information) in accordance with any applicable privacy notice provided to you by the Company, as may be updated by Company from time to time.

You acknowledge and understand that the Company may make such information available to any Group Company, those who provide products or services to the Company or to any Group Company (such as advisers and payroll and expenses administrators), regulatory authorities, potential or future employers, governmental or quasi-governmental organisations and potential purchasers of the Company or any Group Company or the business in which you work.

## Post-Termination Restrictions

To protect the interests of the Company and/or each Group Company, you must not for a period of 3 months following the termination of your employment (the "Restricted Period") be involved in or carry out certain non-solicitation or poaching activities as set out in further detail in your Detailed Terms & Conditions at paragraph 19.

## Training

You must complete mandatory training, which will be organised by the Company, and be dependent on your role and may include the following: (this list is not exhaustive)

- Code of Conduct/Code of Business Conduct & Ethics;
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27 April 2022

Dear BADRINATH G R,

Following our recent discussions, we are delighted to extend an offer of employment to you.

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Yours sincerely,

**Laura Thurston Group Head of Global Talent Acquisition & WFP**

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- (2) BADRINATH G R (the “Employee”)

**Name** BADRINATH G R

**Employing Company** Refinitiv India Shared Services Private Limited

You consent to the transfer of your employment under this agreement to a Group Company at any time during your employment.

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- (a) that is directly or indirectly controlled by the Company, or
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- (c) that is directly or indirectly controlled by a third party who also directly or indirectly controls the Company; or
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### **Hours of Work**

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### **Salary**

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Salary is payable as per the normal payroll practices of the Company and in any case no later than the 10th of the following calendar month. Please see the Flexi Component Breakup schedule for more information.

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### **Benefits**

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## Confidentiality

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## Data Privacy

You will comply with all Company policies and procedures relating to data protection.

You consent to and acknowledge and understand that the Company will collect and process your personal information (including sensitive personal information) in accordance with any applicable privacy notice provided to you by the Company, as may be updated by Company from time to time.

You acknowledge and understand that the Company may make such information available to any Group Company, those who provide products or services to the Company or to any Group Company (such as advisers and payroll and expenses administrators), regulatory authorities, potential or future employers, governmental or quasi-governmental organisations and potential purchasers of the Company or any Group Company or the business in which you work.

## Post-Termination Restrictions

To protect the interests of the Company and/or each Group Company, you must not for a period of 3 months following the termination of your employment (the "Restricted Period") be involved in or carry out certain non-solicitation or poaching activities as set out in further detail in your Detailed Terms & Conditions at paragraph 19.

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You must complete mandatory training, which will be organised by the Company, and be dependent on your role and may include the following: (this list is not exhaustive)

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CIN: U72200MH2018FTC309675



27 April 2022

Dear BHAVANA KUMAR B,

Following our recent discussions, we are delighted to extend an offer of employment to you.

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Yours sincerely,

**Laura Thurston Group Head of Global Talent Acquisition & WFP**

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- (1) Refinitiv India Shared Services Private Limited, a company which has its registered office at One World Centre, 12th floor, Tower 1, 841 Senapati Bapat Marg, Mumbai 400 013, Maharashtra, India (the “Company”); and
- (2) BHAVANA KUMAR B (the “Employee”)

**Name** BHAVANA KUMAR B

**Employing Company** Refinitiv India Shared Services Private Limited

You consent to the transfer of your employment under this agreement to a Group Company at any time during your employment.

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Your role will be Associate Content Analyst , Division: Operations.

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### **Salary**

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## Post-Termination Restrictions

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27 April 2022

Dear BINDHUSHREE R,

Following our recent discussions, we are delighted to extend an offer of employment to you.

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Yours sincerely,

**Laura Thurston Group Head of Global Talent Acquisition & WFP**

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- (2) BINDHUSHREE R (the “Employee”)

**Name** BINDHUSHREE R

**Employing Company** Refinitiv India Shared Services Private Limited

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### **Hours of Work**

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### **Salary**

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You acknowledge and understand that the Company may make such information available to any Group Company, those who provide products or services to the Company or to any Group Company (such as advisers and payroll and expenses administrators), regulatory authorities, potential or future employers, governmental or quasi-governmental organisations and potential purchasers of the Company or any Group Company or the business in which you work.

## Post-Termination Restrictions

To protect the interests of the Company and/or each Group Company, you must not for a period of 3 months following the termination of your employment (the "Restricted Period") be involved in or carry out certain non-solicitation or poaching activities as set out in further detail in your Detailed Terms & Conditions at paragraph 19.

## Training

You must complete mandatory training, which will be organised by the Company, and be dependent on your role and may include the following: (this list is not exhaustive)

- Code of Conduct/Code of Business Conduct & Ethics;
- Anti Bribery & Corruption;
- Financial Crime (including Anti-Money Laundering and Terrorist Financing);
- Personal Account Dealing;
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- Prevention of Sexual Harassment at Workplace.

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**Refinitiv India Shared Services Private Limited**

(Formerly known as F&R India Operations and Shared Services Private Limited)

Registered Office: One World Centre, 12th Floor

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Mumbai 400 013, Maharashtra, India

Phone: +91 22 6180 7001

Fax: +91 22 6180 7700

CIN: U72200MH2018FTC309675



27 April 2022

Dear BIRIYA PRIYANKA,

Following our recent discussions, we are delighted to extend an offer of employment to you.

Enclosed is a Summary of Key Terms, any applicable Schedule/s and Detailed Terms and Conditions which set out important conditions relating to your employment and which, together, form your employment agreement ("Agreement") with Refinitiv India Shared Services Private Limited, now a part of LSEG, London Stock Exchange Group.

This offer is conditional upon you satisfying the relevant recruitment and screening conditions and procedures, and where applicable, the appropriate regulatory approvals.

On or before your first day of employment, you will need to provide written documentation which proves your eligibility to work in India.

You will also need to sign a copy of your Agreement (enclosed), confirming that you have read, understood and accept the terms set out in your Agreement.

We look forward to welcoming you to the Company.

Yours sincerely,

**Laura Thurston Group Head of Global Talent Acquisition & WFP**

**Encl**

- Summary of Key Terms
- Detailed Terms & Conditions
- Benefits Summary
- Data Privacy Policy

# Summary of Key Terms



THIS AGREEMENT is made on 27 April 2022.

BETWEEN

- (1) Refinitiv India Shared Services Private Limited, a company which has its registered office at One World Centre, 12th floor, Tower 1, 841 Senapati Bapat Marg, Mumbai 400 013, Maharashtra, India (the "Company"); and
- (2) BIRIYA PRIYANKA (the "Employee")

**Name** BIRIYA PRIYANKA

**Employing Company** Refinitiv India Shared Services Private Limited

You consent to the transfer of your employment under this agreement to a Group Company at any time during your employment.

**"Group Company"** means the Company and all companies which are for the time being either a Holding Company of the Company or a Subsidiary of either the Company or any such Holding Company, including any of their predecessors, successors or assigns or any company which is designated a Group Company at any time by the directors of the board of the London Stock Exchange Group (LSEG) or the Company and any firm, company, corporate or other entity or organisation:

- (a) that is directly or indirectly controlled by the Company, or
- (b) that directly or indirectly controls the Company; or
- (c) that is directly or indirectly controlled by a third party who also directly or indirectly controls the Company; or
- (d) in which the Company or any Holding Company or Subsidiary is directly or indirectly beneficially interested in 10% (ten per cent) or more of that company's issued ordinary share capital.

**"Subsidiary and Holding Company"** in relation to a company mean "subsidiary" and "holding company" as defined in section 1159 of the Companies Act 2006.

## Position and Function

Your role will be Associate Content Analyst , Division: Operations.

## Place of Work

RMZ Infinity, Tower A & E, Old Madras Road, Benniganahalli, Bengaluru, India, 560016. You may be required to work in other locations as reasonably expected by the business and in accordance with the duties of your role

## Start Date

Your employment will commence on 23 May 2022 (the "Start Date").

Your employment is subject to the Employment Requirements (set out in the Detailed Terms & Conditions) being met to the Company's satisfaction, as required .

Please inform the Company of any change in circumstances which may prevent you from starting work on the Start Date. Should your employment not commence on this date then the offer of employment and terms and conditions set out in the Agreement shall automatically lapse, be deemed void and have no purpose or effect.



### **Probation Period**

Your employment is subject to a Probationary Period of 6 months or any additional period which the Company requires. You will be advised in writing upon satisfactory completion of the Probation Period. If you receive no such communication, the Probation Period will be deemed to have been extended until the Company advises you in writing of confirmation in your appointment or notifying you otherwise.

During the Probationary Period either you or the Company can terminate your employment by giving the other party 30 days written notice.

### **Hours of Work**

You will work a minimum of 40 hours each week, plus any additional hours which the Company requires for the proper performance of your role. You may be entitled to overtime payments, please refer to the Special Shift Policy for more details.

### **Salary**

Your Total Fixed Pay (TFP) will be INR ₹3,00,000.00per annum and is inclusive of your Basic salary of INR ₹2,05,600.00per year, Employer's contribution towards Provident Fund of INR ₹23,472.00per year, Flexi Benefit Plan of INR ₹60,928.00 per year respectively (less tax and statutory deductions) (the "Salary").

Salary is payable as per the normal payroll practices of the Company and in any case no later than the 10th of the following calendar month. Please see the Flexi Component Breakup schedule for more information.

### **Quarterly Incentive Plan**

You will be eligible to participate in the Quarterly Incentive Plan subject to its terms and conditions. The terms and conditions of the plan and the payments made thereunder may be varied from time to time by the Company in its absolute discretion as per the matrix which will be shared by your line manager on a quarterly basis.

Should you be eligible to receive bonus under the Payment of Bonus Act, 1965 ("Bonus Act"), any variable pay amount as described in the paragraphs above will be deemed to be considered in satisfaction of (i.e., adjusted towards) the bonus payable based on profits as per the Bonus Act. If the variable pay amount payable to you, as described and calculated in the paragraphs above, is less than your entitlement under the Bonus Act, the differential amount shall separately be paid to you within the timelines set out under the Bonus Act.

### **Annual Leave**

You will be entitled to leave and holidays in accordance with the Company's Time-off policy, as may be amended from time to time.

### **Retirement Age**

Your normal retirement age with the Company will be set out in the Company's Retirement Policy in force at the relevant time.

### **Benefits**

You are eligible to participate in the Company benefit plans which are set out in the enclosed benefits summary and does not form part of this Agreement.

## Notice Period

Either you or the Company may terminate your employment by giving the other party at least 60 days written notice [or such lesser period of notice which applies during your Probationary Period].



## Confidentiality

It is important that you recognize that during your employment with the Company you will have access to, and be entrusted with, confidential information and trade secrets relating to the Company and its Group Companies and any of our clients and customers. Both during and after your employment you must comply with all policies and procedures relating to confidentiality, confidential information, trade secrets and any stricter policy which applies to your role.

## Data Privacy

You will comply with all Company policies and procedures relating to data protection.

You consent to and acknowledge and understand that the Company will collect and process your personal information (including sensitive personal information) in accordance with any applicable privacy notice provided to you by the Company, as may be updated by Company from time to time.

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CIN: U72200MH2018FTC309675



27 April 2022

Dear BIYANKA J,

Following our recent discussions, we are delighted to extend an offer of employment to you.

Enclosed is a Summary of Key Terms, any applicable Schedule/s and Detailed Terms and Conditions which set out important conditions relating to your employment and which, together, form your employment agreement ("Agreement") with Refinitiv India Shared Services Private Limited, now a part of LSEG, London Stock Exchange Group.

This offer is conditional upon you satisfying the relevant recruitment and screening conditions and procedures, and where applicable, the appropriate regulatory approvals.

On or before your first day of employment, you will need to provide written documentation which proves your eligibility to work in India.

You will also need to sign a copy of your Agreement (enclosed), confirming that you have read, understood and accept the terms set out in your Agreement.

We look forward to welcoming you to the Company.

Yours sincerely,

**Laura Thurston Group Head of Global Talent Acquisition & WFP**

**Encl**

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# Summary of Key Terms



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BETWEEN

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- (2) BIYANKA J (the "Employee")

**Name** BIYANKA J

**Employing Company** Refinitiv India Shared Services Private Limited

You consent to the transfer of your employment under this agreement to a Group Company at any time during your employment.

**"Group Company"** means the Company and all companies which are for the time being either a Holding Company of the Company or a Subsidiary of either the Company or any such Holding Company, including any of their predecessors, successors or assigns or any company which is designated a Group Company at any time by the directors of the board of the London Stock Exchange Group(LSEG) or the Company and any firm, company, corporate or other entity or organisation:

- (a) that is directly or indirectly controlled by the Company, or
- (b) that directly or indirectly controls the Company; or
- (c) that is directly or indirectly controlled by a third party who also directly or indirectly controls the Company; or
- (d) in which the Company or any Holding Company or Subsidiary is directly or indirectly beneficially interested in 10% (ten per cent) or more of that company's issued ordinary share capital.

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## Position and Function

Your role will be Associate Content Analyst , Division: Operations.

## Place of Work

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## Start Date

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### **Salary**

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### **Benefits**

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## Confidentiality

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## Post-Termination Restrictions

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CIN: U72200MH2018FTC309675



27 April 2022

Dear C P RIDUVARSSHINI,

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We look forward to welcoming you to the Company.

Yours sincerely,

**Laura Thurston Group Head of Global Talent Acquisition & WFP**

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- (1) Refinitiv India Shared Services Private Limited, a company which has its registered office at One World Centre, 12th floor, Tower 1, 841 Senapati Bapat Marg, Mumbai 400 013, Maharashtra, India (the “Company”); and
- (2) C P RIDUVARSSHINI (the “Employee”)

**Name** C P RIDUVARSSHINI

**Employing Company** Refinitiv India Shared Services Private Limited

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27 April 2022

Dear CHARUPRIYA S,

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We look forward to welcoming you to the Company.

Yours sincerely,

**Laura Thurston Group Head of Global Talent Acquisition & WFP**

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- (2) CHARUPRIYA S (the "Employee")

**Name** CHARUPRIYA S

**Employing Company** Refinitiv India Shared Services Private Limited

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## Position and Function

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### **Hours of Work**

You will work a minimum of 40 hours each week, plus any additional hours which the Company requires for the proper performance of your role. You may be entitled to overtime payments, please refer to the Special Shift Policy for more details.

### **Salary**

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You are eligible to participate in the Company benefit plans which are set out in the enclosed benefits summary and does not form part of this Agreement.

## Notice Period

Either you or the Company may terminate your employment by giving the other party at least 60 days written notice [or such lesser period of notice which applies during your Probationary Period].



## Confidentiality

It is important that you recognize that during your employment with the Company you will have access to, and be entrusted with, confidential information and trade secrets relating to the Company and its Group Companies and any of our clients and customers. Both during and after your employment you must comply with all policies and procedures relating to confidentiality, confidential information, trade secrets and any stricter policy which applies to your role.

## Data Privacy

You will comply with all Company policies and procedures relating to data protection.

You consent to and acknowledge and understand that the Company will collect and process your personal information (including sensitive personal information) in accordance with any applicable privacy notice provided to you by the Company, as may be updated by Company from time to time.

You acknowledge and understand that the Company may make such information available to any Group Company, those who provide products or services to the Company or to any Group Company (such as advisers and payroll and expenses administrators), regulatory authorities, potential or future employers, governmental or quasi-governmental organisations and potential purchasers of the Company or any Group Company or the business in which you work.

## Post-Termination Restrictions

To protect the interests of the Company and/or each Group Company, you must not for a period of 3 months following the termination of your employment (the "Restricted Period") be involved in or carry out certain non-solicitation or poaching activities as set out in further detail in your Detailed Terms & Conditions at paragraph 19.

## Training

You must complete mandatory training, which will be organised by the Company, and be dependent on your role and may include the following: (this list is not exhaustive)

- Code of Conduct/Code of Business Conduct & Ethics;
- Anti Bribery & Corruption;
- Financial Crime (including Anti-Money Laundering and Terrorist Financing);
- Personal Account Dealing;
- Conflicts of interest;
- Information Security; and
- Prevention of Sexual Harassment at Workplace.

Subject to meeting any eligibility requirements, you may also have the opportunity to undertake additional optional training. Full details are available from the Company intranet.



**Refinitiv India Shared Services Private Limited**

(Formerly known as F&R India Operations and Shared Services Private Limited)

Registered Office: One World Centre, 12th Floor

Tower 1, 841 Senapati Bapat Marg,  
Mumbai 400 013, Maharashtra, India

Phone: +91 22 6180 7001

Fax: +91 22 6180 7700

CIN: U72200MH2018FTC309675



27 April 2022

Dear CHITHRA SHREE H,

Following our recent discussions, we are delighted to extend an offer of employment to you.

Enclosed is a Summary of Key Terms, any applicable Schedule/s and Detailed Terms and Conditions which set out important conditions relating to your employment and which, together, form your employment agreement ("Agreement") with Refinitiv India Shared Services Private Limited, now a part of LSEG, London Stock Exchange Group.

This offer is conditional upon you satisfying the relevant recruitment and screening conditions and procedures, and where applicable, the appropriate regulatory approvals.

On or before your first day of employment, you will need to provide written documentation which proves your eligibility to work in India.

You will also need to sign a copy of your Agreement (enclosed), confirming that you have read, understood and accept the terms set out in your Agreement.

We look forward to welcoming you to the Company.

Yours sincerely,

**Laura Thurston Group Head of Global Talent Acquisition & WFP**

**Encl**

- Summary of Key Terms
- Detailed Terms & Conditions
- Benefits Summary
- Data Privacy Policy

# Summary of Key Terms



THIS AGREEMENT is made on 27 April 2022.

BETWEEN

- (1) Refinitiv India Shared Services Private Limited, a company which has its registered office at One World Centre, 12th floor, Tower 1, 841 Senapati Bapat Marg, Mumbai 400 013, Maharashtra, India (the “Company”); and
- (2) CHITHRA SHREE H (the “Employee”)

**Name** CHITHRA SHREE H

**Employing Company** Refinitiv India Shared Services Private Limited

You consent to the transfer of your employment under this agreement to a Group Company at any time during your employment.

**“Group Company”** means the Company and all companies which are for the time being either a Holding Company of the Company or a Subsidiary of either the Company or any such Holding Company, including any of their predecessors, successors or assigns or any company which is designated a Group Company at any time by the directors of the board of the London Stock Exchange Group(LSEG) or the Company and any firm, company, corporate or other entity or organisation:

- (a) that is directly or indirectly controlled by the Company, or
- (b) that directly or indirectly controls the Company; or
- (c) that is directly or indirectly controlled by a third party who also directly or indirectly controls the Company; or
- (d) in which the Company or any Holding Company or Subsidiary is directly or indirectly beneficially interested in 10% (ten per cent) or more of that company's issued ordinary share capital.

**“Subsidiary and Holding Company”** in relation to a company mean “subsidiary” and “holding company” as defined in section 1159 of the Companies Act 2006.

## Position and Function

Your role will be Associate Content Analyst , Division: Operations.

## Place of Work

RMZ Infinity, Tower A & E, Old Madras Road, Benniganahalli, Bengaluru, India, 560016. You may be required to work in other locations as reasonably expected by the business and in accordance with the duties of your role

## Start Date

Your employment will commence on 23 May 2022(the “Start Date”).

Your employment is subject to the Employment Requirements (set out in the Detailed Terms & Conditions) being met to the Company's satisfaction, as required .

Please inform the Company of any change in circumstances which may prevent you from starting work on the Start Date. Should your employment not commence on this date then the offer of employment and terms and conditions set out in the Agreement shall automatically lapse, be deemed void and have no purpose or effect.



### **Probation Period**

Your employment is subject to a Probationary Period of 6 months or any additional period which the Company requires. You will be advised in writing upon satisfactory completion of the Probation Period. If you receive no such communication, the Probation Period will be deemed to have been extended until the Company advises you in writing of confirmation in your appointment or notifying you otherwise.

During the Probationary Period either you or the Company can terminate your employment by giving the other party 30 days written notice.

### **Hours of Work**

You will work a minimum of 40 hours each week, plus any additional hours which the Company requires for the proper performance of your role. You may be entitled to overtime payments, please refer to the Special Shift Policy for more details.

### **Salary**

Your Total Fixed Pay (TFP) will be INR ₹3,00,000.00per annum and is inclusive of your Basic salary of INR ₹2,05,600.00per year, Employer's contribution towards Provident Fund of INR ₹23,472.00per year, Flexi Benefit Plan of INR ₹60,928.00 per year respectively (less tax and statutory deductions) (the "Salary").

Salary is payable as per the normal payroll practices of the Company and in any case no later than the 10th of the following calendar month. Please see the Flexi Component Breakup schedule for more information.

### **Quarterly Incentive Plan**

You will be eligible to participate in the Quarterly Incentive Plan subject to its terms and conditions. The terms and conditions of the plan and the payments made thereunder may be varied from time to time by the Company in its absolute discretion as per the matrix which will be shared by your line manager on a quarterly basis.

Should you be eligible to receive bonus under the Payment of Bonus Act, 1965 ("Bonus Act"), any variable pay amount as described in the paragraphs above will be deemed to be considered in satisfaction of (i.e., adjusted towards) the bonus payable based on profits as per the Bonus Act. If the variable pay amount payable to you, as described and calculated in the paragraphs above, is less than your entitlement under the Bonus Act, the differential amount shall separately be paid to you within the timelines set out under the Bonus Act.

### **Annual Leave**

You will be entitled to leave and holidays in accordance with the Company's Time-off policy, as may be amended from time to time.

### **Retirement Age**

Your normal retirement age with the Company will be set out in the Company's Retirement Policy in force at the relevant time.

### **Benefits**

You are eligible to participate in the Company benefit plans which are set out in the enclosed benefits summary and does not form part of this Agreement.

## Notice Period

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## Confidentiality

It is important that you recognize that during your employment with the Company you will have access to, and be entrusted with, confidential information and trade secrets relating to the Company and its Group Companies and any of our clients and customers. Both during and after your employment you must comply with all policies and procedures relating to confidentiality, confidential information, trade secrets and any stricter policy which applies to your role.

## Data Privacy

You will comply with all Company policies and procedures relating to data protection.

You consent to and acknowledge and understand that the Company will collect and process your personal information (including sensitive personal information) in accordance with any applicable privacy notice provided to you by the Company, as may be updated by Company from time to time.

You acknowledge and understand that the Company may make such information available to any Group Company, those who provide products or services to the Company or to any Group Company (such as advisers and payroll and expenses administrators), regulatory authorities, potential or future employers, governmental or quasi-governmental organisations and potential purchasers of the Company or any Group Company or the business in which you work.

## Post-Termination Restrictions

To protect the interests of the Company and/or each Group Company, you must not for a period of 3 months following the termination of your employment (the "Restricted Period") be involved in or carry out certain non-solicitation or poaching activities as set out in further detail in your Detailed Terms & Conditions at paragraph 19.

## Training

You must complete mandatory training, which will be organised by the Company, and be dependent on your role and may include the following: (this list is not exhaustive)

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- Financial Crime (including Anti-Money Laundering and Terrorist Financing);
- Personal Account Dealing;
- Conflicts of interest;
- Information Security; and
- Prevention of Sexual Harassment at Workplace.

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**Refinitiv India Shared Services Private Limited**

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Fax: +91 22 6180 7700

CIN: U72200MH2018FTC309675



27 April 2022

Dear CREFLO JONATHAN C,

Following our recent discussions, we are delighted to extend an offer of employment to you.

Enclosed is a Summary of Key Terms, any applicable Schedule/s and Detailed Terms and Conditions which set out important conditions relating to your employment and which, together, form your employment agreement ("Agreement") with Refinitiv India Shared Services Private Limited, now a part of LSEG, London Stock Exchange Group.

This offer is conditional upon you satisfying the relevant recruitment and screening conditions and procedures, and where applicable, the appropriate regulatory approvals.

On or before your first day of employment, you will need to provide written documentation which proves your eligibility to work in India.

You will also need to sign a copy of your Agreement (enclosed), confirming that you have read, understood and accept the terms set out in your Agreement.

We look forward to welcoming you to the Company.

Yours sincerely,

**Laura Thurston Group Head of Global Talent Acquisition & WFP**

**Encl**

- Summary of Key Terms
- Detailed Terms & Conditions
- Benefits Summary
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# Summary of Key Terms



THIS AGREEMENT is made on 27 April 2022.

BETWEEN

- (1) Refinitiv India Shared Services Private Limited, a company which has its registered office at One World Centre, 12th floor, Tower 1, 841 Senapati Bapat Marg, Mumbai 400 013, Maharashtra, India (the “Company”); and
- (2) CREFLO JONATHAN C (the “Employee”)

**Name** CREFLO JONATHAN C

**Employing Company** Refinitiv India Shared Services Private Limited

You consent to the transfer of your employment under this agreement to a Group Company at any time during your employment.

**“Group Company”** means the Company and all companies which are for the time being either a Holding Company of the Company or a Subsidiary of either the Company or any such Holding Company, including any of their predecessors, successors or assigns or any company which is designated a Group Company at any time by the directors of the board of the London Stock Exchange Group(LSEG) or the Company and any firm, company, corporate or other entity or organisation:

- (a) that is directly or indirectly controlled by the Company, or
- (b) that directly or indirectly controls the Company; or
- (c) that is directly or indirectly controlled by a third party who also directly or indirectly controls the Company; or
- (d) in which the Company or any Holding Company or Subsidiary is directly or indirectly beneficially interested in 10% (ten per cent) or more of that company's issued ordinary share capital.

**“Subsidiary and Holding Company”** in relation to a company mean “subsidiary” and “holding company” as defined in section 1159 of the Companies Act 2006.

## Position and Function

Your role will be Associate Content Analyst , Division: Operations.

## Place of Work

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## Start Date

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### **Probation Period**

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During the Probationary Period either you or the Company can terminate your employment by giving the other party 30 days written notice.

### **Hours of Work**

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### **Salary**

Your Total Fixed Pay (TFP) will be INR ₹3,00,000.00per annum and is inclusive of your Basic salary of INR ₹2,05,600.00per year, Employer's contribution towards Provident Fund of INR ₹23,472.00per year, Flexi Benefit Plan of INR ₹60,928.00 per year respectively (less tax and statutory deductions) (the "Salary").

Salary is payable as per the normal payroll practices of the Company and in any case no later than the 10th of the following calendar month. Please see the Flexi Component Breakup schedule for more information.

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You will be eligible to participate in the Quarterly Incentive Plan subject to its terms and conditions. The terms and conditions of the plan and the payments made thereunder may be varied from time to time by the Company in its absolute discretion as per the matrix which will be shared by your line manager on a quarterly basis.

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### **Annual Leave**

You will be entitled to leave and holidays in accordance with the Company's Time-off policy, as may be amended from time to time.

### **Retirement Age**

Your normal retirement age with the Company will be set out in the Company's Retirement Policy in force at the relevant time.

### **Benefits**

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## Notice Period

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## Confidentiality

It is important that you recognize that during your employment with the Company you will have access to, and be entrusted with, confidential information and trade secrets relating to the Company and its Group Companies and any of our clients and customers. Both during and after your employment you must comply with all policies and procedures relating to confidentiality, confidential information, trade secrets and any stricter policy which applies to your role.

## Data Privacy

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You acknowledge and understand that the Company may make such information available to any Group Company, those who provide products or services to the Company or to any Group Company (such as advisers and payroll and expenses administrators), regulatory authorities, potential or future employers, governmental or quasi-governmental organisations and potential purchasers of the Company or any Group Company or the business in which you work.

## Post-Termination Restrictions

To protect the interests of the Company and/or each Group Company, you must not for a period of 3 months following the termination of your employment (the "Restricted Period") be involved in or carry out certain non-solicitation or poaching activities as set out in further detail in your Detailed Terms & Conditions at paragraph 19.

## Training

You must complete mandatory training, which will be organised by the Company, and be dependent on your role and may include the following: (this list is not exhaustive)

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- Financial Crime (including Anti-Money Laundering and Terrorist Financing);
- Personal Account Dealing;
- Conflicts of interest;
- Information Security; and
- Prevention of Sexual Harassment at Workplace.

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**Refinitiv India Shared Services Private Limited**

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Fax: +91 22 6180 7700

CIN: U72200MH2018FTC309675



27 April 2022

Dear DANIEL MALSAWMTLUANGA,

Following our recent discussions, we are delighted to extend an offer of employment to you.

Enclosed is a Summary of Key Terms, any applicable Schedule/s and Detailed Terms and Conditions which set out important conditions relating to your employment and which, together, form your employment agreement ("Agreement") with Refinitiv India Shared Services Private Limited, now a part of LSEG, London Stock Exchange Group.

This offer is conditional upon you satisfying the relevant recruitment and screening conditions and procedures, and where applicable, the appropriate regulatory approvals.

On or before your first day of employment, you will need to provide written documentation which proves your eligibility to work in India.

You will also need to sign a copy of your Agreement (enclosed), confirming that you have read, understood and accept the terms set out in your Agreement.

We look forward to welcoming you to the Company.

Yours sincerely,

**Laura Thurston Group Head of Global Talent Acquisition & WFP**

**Encl**

- Summary of Key Terms
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- Benefits Summary
- Data Privacy Policy

# Summary of Key Terms



THIS AGREEMENT is made on 27 April 2022.

BETWEEN

- (1) Refinitiv India Shared Services Private Limited, a company which has its registered office at One World Centre, 12th floor, Tower 1, 841 Senapati Bapat Marg, Mumbai 400 013, Maharashtra, India (the “Company”); and
- (2) DANIEL MALSAWMTLUANGA (the “Employee”)

**Name** DANIEL MALSAWMTLUANGA

**Employing Company** Refinitiv India Shared Services Private Limited

You consent to the transfer of your employment under this agreement to a Group Company at any time during your employment.

**“Group Company”** means the Company and all companies which are for the time being either a Holding Company of the Company or a Subsidiary of either the Company or any such Holding Company, including any of their predecessors, successors or assigns or any company which is designated a Group Company at any time by the directors of the board of the London Stock Exchange Group(LSEG) or the Company and any firm, company, corporate or other entity or organisation:

- (a) that is directly or indirectly controlled by the Company, or
- (b) that directly or indirectly controls the Company; or
- (c) that is directly or indirectly controlled by a third party who also directly or indirectly controls the Company; or
- (d) in which the Company or any Holding Company or Subsidiary is directly or indirectly beneficially interested in 10% (ten per cent) or more of that company's issued ordinary share capital.

**“Subsidiary and Holding Company”** in relation to a company mean “subsidiary” and “holding company” as defined in section 1159 of the Companies Act 2006.

## Position and Function

Your role will be Associate Content Analyst , Division: Operations.

## Place of Work

RMZ Infinity, Tower A & E, Old Madras Road, Benniganahalli, Bengaluru, India, 560016. You may be required to work in other locations as reasonably expected by the business and in accordance with the duties of your role

## Start Date

Your employment will commence on 23 May 2022(the “Start Date”).

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Please inform the Company of any change in circumstances which may prevent you from starting work on the Start Date. Should your employment not commence on this date then the offer of employment and terms and conditions set out in the Agreement shall automatically lapse, be deemed void and have no purpose or effect.



### **Probation Period**

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During the Probationary Period either you or the Company can terminate your employment by giving the other party 30 days written notice.

### **Hours of Work**

You will work a minimum of 40 hours each week, plus any additional hours which the Company requires for the proper performance of your role. You may be entitled to overtime payments, please refer to the Special Shift Policy for more details.

### **Salary**

Your Total Fixed Pay (TFP) will be INR ₹3,00,000.00per annum and is inclusive of your Basic salary of INR ₹2,05,600.00per year, Employer's contribution towards Provident Fund of INR ₹23,472.00per year, Flexi Benefit Plan of INR ₹60,928.00 per year respectively (less tax and statutory deductions) (the "Salary").

Salary is payable as per the normal payroll practices of the Company and in any case no later than the 10th of the following calendar month. Please see the Flexi Component Breakup schedule for more information.

### **Quarterly Incentive Plan**

You will be eligible to participate in the Quarterly Incentive Plan subject to its terms and conditions. The terms and conditions of the plan and the payments made thereunder may be varied from time to time by the Company in its absolute discretion as per the matrix which will be shared by your line manager on a quarterly basis.

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You will be entitled to leave and holidays in accordance with the Company's Time-off policy, as may be amended from time to time.

### **Retirement Age**

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### **Benefits**

You are eligible to participate in the Company benefit plans which are set out in the enclosed benefits summary and does not form part of this Agreement.

## Notice Period

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## Confidentiality

It is important that you recognize that during your employment with the Company you will have access to, and be entrusted with, confidential information and trade secrets relating to the Company and its Group Companies and any of our clients and customers. Both during and after your employment you must comply with all policies and procedures relating to confidentiality, confidential information, trade secrets and any stricter policy which applies to your role.

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You acknowledge and understand that the Company may make such information available to any Group Company, those who provide products or services to the Company or to any Group Company (such as advisers and payroll and expenses administrators), regulatory authorities, potential or future employers, governmental or quasi-governmental organisations and potential purchasers of the Company or any Group Company or the business in which you work.

## Post-Termination Restrictions

To protect the interests of the Company and/or each Group Company, you must not for a period of 3 months following the termination of your employment (the "Restricted Period") be involved in or carry out certain non-solicitation or poaching activities as set out in further detail in your Detailed Terms & Conditions at paragraph 19.

## Training

You must complete mandatory training, which will be organised by the Company, and be dependent on your role and may include the following: (this list is not exhaustive)

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CIN: U72200MH2018FTC309675



27 April 2022

Dear DHANUSH S,

Following our recent discussions, we are delighted to extend an offer of employment to you.

Enclosed is a Summary of Key Terms, any applicable Schedule/s and Detailed Terms and Conditions which set out important conditions relating to your employment and which, together, form your employment agreement ("Agreement") with Refinitiv India Shared Services Private Limited, now a part of LSEG, London Stock Exchange Group.

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On or before your first day of employment, you will need to provide written documentation which proves your eligibility to work in India.

You will also need to sign a copy of your Agreement (enclosed), confirming that you have read, understood and accept the terms set out in your Agreement.

We look forward to welcoming you to the Company.

Yours sincerely,

**Laura Thurston Group Head of Global Talent Acquisition & WFP**

**Encl**

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# Summary of Key Terms



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BETWEEN

- (1) Refinitiv India Shared Services Private Limited, a company which has its registered office at One World Centre, 12th floor, Tower 1, 841 Senapati Bapat Marg, Mumbai 400 013, Maharashtra, India (the “Company”); and
- (2) DHANUSH S (the “Employee”)

**Name** DHANUSH S

**Employing Company** Refinitiv India Shared Services Private Limited

You consent to the transfer of your employment under this agreement to a Group Company at any time during your employment.

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## Position and Function

Your role will be Associate Content Analyst , Division: Operations.

## Place of Work

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During the Probationary Period either you or the Company can terminate your employment by giving the other party 30 days written notice.

### **Hours of Work**

You will work a minimum of 40 hours each week, plus any additional hours which the Company requires for the proper performance of your role. You may be entitled to overtime payments, please refer to the Special Shift Policy for more details.

### **Salary**

Your Total Fixed Pay (TFP) will be INR ₹3,00,000.00per annum and is inclusive of your Basic salary of INR ₹2,05,600.00per year, Employer's contribution towards Provident Fund of INR ₹23,472.00per year, Flexi Benefit Plan of INR ₹60,928.00 per year respectively (less tax and statutory deductions) (the "Salary").

Salary is payable as per the normal payroll practices of the Company and in any case no later than the 10th of the following calendar month. Please see the Flexi Component Breakup schedule for more information.

### **Quarterly Incentive Plan**

You will be eligible to participate in the Quarterly Incentive Plan subject to its terms and conditions. The terms and conditions of the plan and the payments made thereunder may be varied from time to time by the Company in its absolute discretion as per the matrix which will be shared by your line manager on a quarterly basis.

Should you be eligible to receive bonus under the Payment of Bonus Act, 1965 ("Bonus Act"), any variable pay amount as described in the paragraphs above will be deemed to be considered in satisfaction of (i.e., adjusted towards) the bonus payable based on profits as per the Bonus Act. If the variable pay amount payable to you, as described and calculated in the paragraphs above, is less than your entitlement under the Bonus Act, the differential amount shall separately be paid to you within the timelines set out under the Bonus Act.

### **Annual Leave**

You will be entitled to leave and holidays in accordance with the Company's Time-off policy, as may be amended from time to time.

### **Retirement Age**

Your normal retirement age with the Company will be set out in the Company's Retirement Policy in force at the relevant time.

### **Benefits**

You are eligible to participate in the Company benefit plans which are set out in the enclosed benefits summary and does not form part of this Agreement.

## Notice Period

Either you or the Company may terminate your employment by giving the other party at least 60 days written notice [or such lesser period of notice which applies during your Probationary Period].



## Confidentiality

It is important that you recognize that during your employment with the Company you will have access to, and be entrusted with, confidential information and trade secrets relating to the Company and its Group Companies and any of our clients and customers. Both during and after your employment you must comply with all policies and procedures relating to confidentiality, confidential information, trade secrets and any stricter policy which applies to your role.

## Data Privacy

You will comply with all Company policies and procedures relating to data protection.

You consent to and acknowledge and understand that the Company will collect and process your personal information (including sensitive personal information) in accordance with any applicable privacy notice provided to you by the Company, as may be updated by Company from time to time.

You acknowledge and understand that the Company may make such information available to any Group Company, those who provide products or services to the Company or to any Group Company (such as advisers and payroll and expenses administrators), regulatory authorities, potential or future employers, governmental or quasi-governmental organisations and potential purchasers of the Company or any Group Company or the business in which you work.

## Post-Termination Restrictions

To protect the interests of the Company and/or each Group Company, you must not for a period of 3 months following the termination of your employment (the "Restricted Period") be involved in or carry out certain non-solicitation or poaching activities as set out in further detail in your Detailed Terms & Conditions at paragraph 19.

## Training

You must complete mandatory training, which will be organised by the Company, and be dependent on your role and may include the following: (this list is not exhaustive)

- Code of Conduct/Code of Business Conduct & Ethics;
- Anti Bribery & Corruption;
- Financial Crime (including Anti-Money Laundering and Terrorist Financing);
- Personal Account Dealing;
- Conflicts of interest;
- Information Security; and
- Prevention of Sexual Harassment at Workplace.

Subject to meeting any eligibility requirements, you may also have the opportunity to undertake additional optional training. Full details are available from the Company intranet.



**Refinitiv India Shared Services Private Limited**

(Formerly known as F&R India Operations and Shared Services Private Limited)

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Phone: +91 22 6180 7001

Fax: +91 22 6180 7700

CIN: U72200MH2018FTC309675



27 April 2022

Dear DHARSHINI R,

Following our recent discussions, we are delighted to extend an offer of employment to you.

Enclosed is a Summary of Key Terms, any applicable Schedule/s and Detailed Terms and Conditions which set out important conditions relating to your employment and which, together, form your employment agreement ("Agreement") with Refinitiv India Shared Services Private Limited, now a part of LSEG, London Stock Exchange Group.

This offer is conditional upon you satisfying the relevant recruitment and screening conditions and procedures, and where applicable, the appropriate regulatory approvals.

On or before your first day of employment, you will need to provide written documentation which proves your eligibility to work in India.

You will also need to sign a copy of your Agreement (enclosed), confirming that you have read, understood and accept the terms set out in your Agreement.

We look forward to welcoming you to the Company.

Yours sincerely,

**Laura Thurston Group Head of Global Talent Acquisition & WFP**

**Encl**

- Summary of Key Terms
- Detailed Terms & Conditions
- Benefits Summary
- Data Privacy Policy

# Summary of Key Terms



THIS AGREEMENT is made on 27 April 2022.

BETWEEN

- (1) Refinitiv India Shared Services Private Limited, a company which has its registered office at One World Centre, 12th floor, Tower 1, 841 Senapati Bapat Marg, Mumbai 400 013, Maharashtra, India (the “Company”); and
- (2) DHARSHINI R (the “Employee”)

**Name** DHARSHINI R

**Employing Company** Refinitiv India Shared Services Private Limited

You consent to the transfer of your employment under this agreement to a Group Company at any time during your employment.

**“Group Company”** means the Company and all companies which are for the time being either a Holding Company of the Company or a Subsidiary of either the Company or any such Holding Company, including any of their predecessors, successors or assigns or any company which is designated a Group Company at any time by the directors of the board of the London Stock Exchange Group (LSEG) or the Company and any firm, company, corporate or other entity or organisation:

- (a) that is directly or indirectly controlled by the Company, or
- (b) that directly or indirectly controls the Company; or
- (c) that is directly or indirectly controlled by a third party who also directly or indirectly controls the Company; or
- (d) in which the Company or any Holding Company or Subsidiary is directly or indirectly beneficially interested in 10% (ten per cent) or more of that company's issued ordinary share capital.

**“Subsidiary and Holding Company”** in relation to a company mean “subsidiary” and “holding company” as defined in section 1159 of the Companies Act 2006.

## Position and Function

Your role will be Associate Content Analyst , Division: Operations.

## Place of Work

RMZ Infinity, Tower A & E, Old Madras Road, Benniganahalli, Bengaluru, India, 560016. You may be required to work in other locations as reasonably expected by the business and in accordance with the duties of your role

## Start Date

Your employment will commence on 23 May 2022 (the “Start Date”).

Your employment is subject to the Employment Requirements (set out in the Detailed Terms & Conditions) being met to the Company's satisfaction, as required .

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### **Probation Period**

Your employment is subject to a Probationary Period of 6 months or any additional period which the Company requires. You will be advised in writing upon satisfactory completion of the Probation Period. If you receive no such communication, the Probation Period will be deemed to have been extended until the Company advises you in writing of confirmation in your appointment or notifying you otherwise.

During the Probationary Period either you or the Company can terminate your employment by giving the other party 30 days written notice.

### **Hours of Work**

You will work a minimum of 40 hours each week, plus any additional hours which the Company requires for the proper performance of your role. You may be entitled to overtime payments, please refer to the Special Shift Policy for more details.

### **Salary**

Your Total Fixed Pay (TFP) will be INR ₹3,00,000.00per annum and is inclusive of your Basic salary of INR ₹2,05,600.00per year, Employer's contribution towards Provident Fund of INR ₹23,472.00per year, Flexi Benefit Plan of INR ₹60,928.00 per year respectively (less tax and statutory deductions) (the "Salary").

Salary is payable as per the normal payroll practices of the Company and in any case no later than the 10th of the following calendar month. Please see the Flexi Component Breakup schedule for more information.

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You acknowledge and understand that the Company may make such information available to any Group Company, those who provide products or services to the Company or to any Group Company (such as advisers and payroll and expenses administrators), regulatory authorities, potential or future employers, governmental or quasi-governmental organisations and potential purchasers of the Company or any Group Company or the business in which you work.

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CIN: U72200MH2018FTC309675



27 April 2022

Dear DHAWAL THACKER,

Following our recent discussions, we are delighted to extend an offer of employment to you.

Enclosed is a Summary of Key Terms, any applicable Schedule/s and Detailed Terms and Conditions which set out important conditions relating to your employment and which, together, form your employment agreement ("Agreement") with Refinitiv India Shared Services Private Limited, now a part of LSEG, London Stock Exchange Group.

This offer is conditional upon you satisfying the relevant recruitment and screening conditions and procedures, and where applicable, the appropriate regulatory approvals.

On or before your first day of employment, you will need to provide written documentation which proves your eligibility to work in India.

You will also need to sign a copy of your Agreement (enclosed), confirming that you have read, understood and accept the terms set out in your Agreement.

We look forward to welcoming you to the Company.

Yours sincerely,

**Laura Thurston Group Head of Global Talent Acquisition & WFP**

**Encl**

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# Summary of Key Terms



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BETWEEN

- (1) Refinitiv India Shared Services Private Limited, a company which has its registered office at One World Centre, 12th floor, Tower 1, 841 Senapati Bapat Marg, Mumbai 400 013, Maharashtra, India (the “Company”); and
- (2) DHAWAL THACKER (the “Employee”)

**Name** DHAWAL THACKER

**Employing Company** Refinitiv India Shared Services Private Limited

You consent to the transfer of your employment under this agreement to a Group Company at any time during your employment.

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- (c) that is directly or indirectly controlled by a third party who also directly or indirectly controls the Company; or
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## Position and Function

Your role will be Associate Content Analyst , Division: Operations.

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CIN: U72200MH2018FTC309675



27 April 2022

Dear DHRUVAN V,

Following our recent discussions, we are delighted to extend an offer of employment to you.

Enclosed is a Summary of Key Terms, any applicable Schedule/s and Detailed Terms and Conditions which set out important conditions relating to your employment and which, together, form your employment agreement ("Agreement") with Refinitiv India Shared Services Private Limited, now a part of LSEG, London Stock Exchange Group.

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We look forward to welcoming you to the Company.

Yours sincerely,

**Laura Thurston Group Head of Global Talent Acquisition & WFP**

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- (2) DHRUVAN V (the “Employee”)

**Name** DHRUVAN V

**Employing Company** Refinitiv India Shared Services Private Limited

You consent to the transfer of your employment under this agreement to a Group Company at any time during your employment.

**“Group Company”** means the Company and all companies which are for the time being either a Holding Company of the Company or a Subsidiary of either the Company or any such Holding Company, including any of their predecessors, successors or assigns or any company which is designated a Group Company at any time by the directors of the board of the London Stock Exchange Group (LSEG) or the Company and any firm, company, corporate or other entity or organisation:

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## Position and Function

Your role will be Associate Content Analyst , Division: Operations.

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### **Salary**

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27 April 2022

Dear DILIP KUMAR V,

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Yours sincerely,

**Laura Thurston Group Head of Global Talent Acquisition & WFP**

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- (2) DILIP KUMAR V (the “Employee”)

**Name** DILIP KUMAR V

**Employing Company** Refinitiv India Shared Services Private Limited

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During the Probationary Period either you or the Company can terminate your employment by giving the other party 30 days written notice.

### **Hours of Work**

You will work a minimum of 40 hours each week, plus any additional hours which the Company requires for the proper performance of your role. You may be entitled to overtime payments, please refer to the Special Shift Policy for more details.

### **Salary**

Your Total Fixed Pay (TFP) will be INR ₹3,00,000.00per annum and is inclusive of your Basic salary of INR ₹2,05,600.00per year, Employer's contribution towards Provident Fund of INR ₹23,472.00per year, Flexi Benefit Plan of INR ₹60,928.00 per year respectively (less tax and statutory deductions) (the "Salary").

Salary is payable as per the normal payroll practices of the Company and in any case no later than the 10th of the following calendar month. Please see the Flexi Component Breakup schedule for more information.

### **Quarterly Incentive Plan**

You will be eligible to participate in the Quarterly Incentive Plan subject to its terms and conditions. The terms and conditions of the plan and the payments made thereunder may be varied from time to time by the Company in its absolute discretion as per the matrix which will be shared by your line manager on a quarterly basis.

Should you be eligible to receive bonus under the Payment of Bonus Act, 1965 ("Bonus Act"), any variable pay amount as described in the paragraphs above will be deemed to be considered in satisfaction of (i.e., adjusted towards) the bonus payable based on profits as per the Bonus Act. If the variable pay amount payable to you, as described and calculated in the paragraphs above, is less than your entitlement under the Bonus Act, the differential amount shall separately be paid to you within the timelines set out under the Bonus Act.

### **Annual Leave**

You will be entitled to leave and holidays in accordance with the Company's Time-off policy, as may be amended from time to time.

### **Retirement Age**

Your normal retirement age with the Company will be set out in the Company's Retirement Policy in force at the relevant time.

### **Benefits**

You are eligible to participate in the Company benefit plans which are set out in the enclosed benefits summary and does not form part of this Agreement.

## Notice Period

Either you or the Company may terminate your employment by giving the other party at least 60 days written notice [or such lesser period of notice which applies during your Probationary Period].



## Confidentiality

It is important that you recognize that during your employment with the Company you will have access to, and be entrusted with, confidential information and trade secrets relating to the Company and its Group Companies and any of our clients and customers. Both during and after your employment you must comply with all policies and procedures relating to confidentiality, confidential information, trade secrets and any stricter policy which applies to your role.

## Data Privacy

You will comply with all Company policies and procedures relating to data protection.

You consent to and acknowledge and understand that the Company will collect and process your personal information (including sensitive personal information) in accordance with any applicable privacy notice provided to you by the Company, as may be updated by Company from time to time.

You acknowledge and understand that the Company may make such information available to any Group Company, those who provide products or services to the Company or to any Group Company (such as advisers and payroll and expenses administrators), regulatory authorities, potential or future employers, governmental or quasi-governmental organisations and potential purchasers of the Company or any Group Company or the business in which you work.

## Post-Termination Restrictions

To protect the interests of the Company and/or each Group Company, you must not for a period of 3 months following the termination of your employment (the "Restricted Period") be involved in or carry out certain non-solicitation or poaching activities as set out in further detail in your Detailed Terms & Conditions at paragraph 19.

## Training

You must complete mandatory training, which will be organised by the Company, and be dependent on your role and may include the following: (this list is not exhaustive)

- Code of Conduct/Code of Business Conduct & Ethics;
- Anti Bribery & Corruption;
- Financial Crime (including Anti-Money Laundering and Terrorist Financing);
- Personal Account Dealing;
- Conflicts of interest;
- Information Security; and
- Prevention of Sexual Harassment at Workplace.

Subject to meeting any eligibility requirements, you may also have the opportunity to undertake additional optional training. Full details are available from the Company intranet.



**Refinitiv India Shared Services Private Limited**

(Formerly known as F&R India Operations and Shared Services Private Limited)

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Phone: +91 22 6180 7001

Fax: +91 22 6180 7700

CIN: U72200MH2018FTC309675



27 April 2022

Dear DRAAVID VISHAAL R,

Following our recent discussions, we are delighted to extend an offer of employment to you.

Enclosed is a Summary of Key Terms, any applicable Schedule/s and Detailed Terms and Conditions which set out important conditions relating to your employment and which, together, form your employment agreement ("Agreement") with Refinitiv India Shared Services Private Limited, now a part of LSEG, London Stock Exchange Group.

This offer is conditional upon you satisfying the relevant recruitment and screening conditions and procedures, and where applicable, the appropriate regulatory approvals.

On or before your first day of employment, you will need to provide written documentation which proves your eligibility to work in India.

You will also need to sign a copy of your Agreement (enclosed), confirming that you have read, understood and accept the terms set out in your Agreement.

We look forward to welcoming you to the Company.

Yours sincerely,

**Laura Thurston Group Head of Global Talent Acquisition & WFP**

**Encl**

- Summary of Key Terms
- Detailed Terms & Conditions
- Benefits Summary
- Data Privacy Policy

# Summary of Key Terms



THIS AGREEMENT is made on 27 April 2022.

BETWEEN

- (1) Refinitiv India Shared Services Private Limited, a company which has its registered office at One World Centre, 12th floor, Tower 1, 841 Senapati Bapat Marg, Mumbai 400 013, Maharashtra, India (the “Company”); and
- (2) DRAAVID VISHAAL R (the “Employee”)

**Name** DRAAVID VISHAAL R

**Employing Company** Refinitiv India Shared Services Private Limited

You consent to the transfer of your employment under this agreement to a Group Company at any time during your employment.

**“Group Company”** means the Company and all companies which are for the time being either a Holding Company of the Company or a Subsidiary of either the Company or any such Holding Company, including any of their predecessors, successors or assigns or any company which is designated a Group Company at any time by the directors of the board of the London Stock Exchange Group(LSEG) or the Company and any firm, company, corporate or other entity or organisation:

- (a) that is directly or indirectly controlled by the Company, or
- (b) that directly or indirectly controls the Company; or
- (c) that is directly or indirectly controlled by a third party who also directly or indirectly controls the Company; or
- (d) in which the Company or any Holding Company or Subsidiary is directly or indirectly beneficially interested in 10% (ten per cent) or more of that company's issued ordinary share capital.

**“Subsidiary and Holding Company”** in relation to a company mean “subsidiary” and “holding company” as defined in section 1159 of the Companies Act 2006.

## Position and Function

Your role will be Associate Content Analyst , Division: Operations.

## Place of Work

RMZ Infinity, Tower A & E, Old Madras Road, Benniganahalli, Bengaluru, India, 560016. You may be required to work in other locations as reasonably expected by the business and in accordance with the duties of your role

## Start Date

Your employment will commence on 23 May 2022(the “Start Date”).

Your employment is subject to the Employment Requirements (set out in the Detailed Terms & Conditions) being met to the Company's satisfaction, as required .

Please inform the Company of any change in circumstances which may prevent you from starting work on the Start Date. Should your employment not commence on this date then the offer of employment and terms and conditions set out in the Agreement shall automatically lapse, be deemed void and have no purpose or effect.



### **Probation Period**

Your employment is subject to a Probationary Period of 6 months or any additional period which the Company requires. You will be advised in writing upon satisfactory completion of the Probation Period. If you receive no such communication, the Probation Period will be deemed to have been extended until the Company advises you in writing of confirmation in your appointment or notifying you otherwise.

During the Probationary Period either you or the Company can terminate your employment by giving the other party 30 days written notice.

### **Hours of Work**

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## Post-Termination Restrictions

To protect the interests of the Company and/or each Group Company, you must not for a period of 3 months following the termination of your employment (the "Restricted Period") be involved in or carry out certain non-solicitation or poaching activities as set out in further detail in your Detailed Terms & Conditions at paragraph 19.

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CIN: U72200MH2018FTC309675



27 April 2022

Dear FOUZIYA AYESHA,

Following our recent discussions, we are delighted to extend an offer of employment to you.

Enclosed is a Summary of Key Terms, any applicable Schedule/s and Detailed Terms and Conditions which set out important conditions relating to your employment and which, together, form your employment agreement ("Agreement") with Refinitiv India Shared Services Private Limited, now a part of LSEG, London Stock Exchange Group.

This offer is conditional upon you satisfying the relevant recruitment and screening conditions and procedures, and where applicable, the appropriate regulatory approvals.

On or before your first day of employment, you will need to provide written documentation which proves your eligibility to work in India.

You will also need to sign a copy of your Agreement (enclosed), confirming that you have read, understood and accept the terms set out in your Agreement.

We look forward to welcoming you to the Company.

Yours sincerely,

**Laura Thurston Group Head of Global Talent Acquisition & WFP**

**Encl**

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# Summary of Key Terms



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BETWEEN

- (1) Refinitiv India Shared Services Private Limited, a company which has its registered office at One World Centre, 12th floor, Tower 1, 841 Senapati Bapat Marg, Mumbai 400 013, Maharashtra, India (the “Company”); and
- (2) FOUZIYA AYESHA (the “Employee”)

**Name** FOUZIYA AYESHA

**Employing Company** Refinitiv India Shared Services Private Limited

You consent to the transfer of your employment under this agreement to a Group Company at any time during your employment.

**“Group Company”** means the Company and all companies which are for the time being either a Holding Company of the Company or a Subsidiary of either the Company or any such Holding Company, including any of their predecessors, successors or assigns or any company which is designated a Group Company at any time by the directors of the board of the London Stock Exchange Group (LSEG) or the Company and any firm, company, corporate or other entity or organisation:

- (a) that is directly or indirectly controlled by the Company, or
- (b) that directly or indirectly controls the Company; or
- (c) that is directly or indirectly controlled by a third party who also directly or indirectly controls the Company; or
- (d) in which the Company or any Holding Company or Subsidiary is directly or indirectly beneficially interested in 10% (ten per cent) or more of that company's issued ordinary share capital.

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## Position and Function

Your role will be Associate Content Analyst , Division: Operations.

## Place of Work

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## Start Date

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Your employment is subject to a Probationary Period of 6 months or any additional period which the Company requires. You will be advised in writing upon satisfactory completion of the Probation Period. If you receive no such communication, the Probation Period will be deemed to have been extended until the Company advises you in writing of confirmation in your appointment or notifying you otherwise.

During the Probationary Period either you or the Company can terminate your employment by giving the other party 30 days written notice.

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### **Retirement Age**

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You acknowledge and understand that the Company may make such information available to any Group Company, those who provide products or services to the Company or to any Group Company (such as advisers and payroll and expenses administrators), regulatory authorities, potential or future employers, governmental or quasi-governmental organisations and potential purchasers of the Company or any Group Company or the business in which you work.

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## Training

You must complete mandatory training, which will be organised by the Company, and be dependent on your role and may include the following: (this list is not exhaustive)

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27 April 2022

Dear G MAHALAKSHMI,

Following our recent discussions, we are delighted to extend an offer of employment to you.

Enclosed is a Summary of Key Terms, any applicable Schedule/s and Detailed Terms and Conditions which set out important conditions relating to your employment and which, together, form your employment agreement ("Agreement") with Refinitiv India Shared Services Private Limited, now a part of LSEG, London Stock Exchange Group.

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You will also need to sign a copy of your Agreement (enclosed), confirming that you have read, understood and accept the terms set out in your Agreement.

We look forward to welcoming you to the Company.

Yours sincerely,

**Laura Thurston Group Head of Global Talent Acquisition & WFP**

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# Summary of Key Terms



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BETWEEN

- (1) Refinitiv India Shared Services Private Limited, a company which has its registered office at One World Centre, 12th floor, Tower 1, 841 Senapati Bapat Marg, Mumbai 400 013, Maharashtra, India (the "Company"); and
- (2) G MAHALAKSHMI (the "Employee")

**Name** G MAHALAKSHMI

**Employing Company** Refinitiv India Shared Services Private Limited

You consent to the transfer of your employment under this agreement to a Group Company at any time during your employment.

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## Position and Function

Your role will be Associate Content Analyst , Division: Operations.

## Place of Work

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During the Probationary Period either you or the Company can terminate your employment by giving the other party 30 days written notice.

### **Hours of Work**

You will work a minimum of 40 hours each week, plus any additional hours which the Company requires for the proper performance of your role. You may be entitled to overtime payments, please refer to the Special Shift Policy for more details.

### **Salary**

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CIN: U72200MH2018FTC309675



27 April 2022

Dear GOWTHAM M,

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We look forward to welcoming you to the Company.

Yours sincerely,

**Laura Thurston Group Head of Global Talent Acquisition & WFP**

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- (2) GOWTHAM M (the “Employee”)

**Name** GOWTHAM M

**Employing Company** Refinitiv India Shared Services Private Limited

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Your employment is subject to the Employment Requirements (set out in the Detailed Terms & Conditions) being met to the Company's satisfaction, as required .

Please inform the Company of any change in circumstances which may prevent you from starting work on the Start Date. Should your employment not commence on this date then the offer of employment and terms and conditions set out in the Agreement shall automatically lapse, be deemed void and have no purpose or effect.



### **Probation Period**

Your employment is subject to a Probationary Period of 6 months or any additional period which the Company requires. You will be advised in writing upon satisfactory completion of the Probation Period. If you receive no such communication, the Probation Period will be deemed to have been extended until the Company advises you in writing of confirmation in your appointment or notifying you otherwise.

During the Probationary Period either you or the Company can terminate your employment by giving the other party 30 days written notice.

### **Hours of Work**

You will work a minimum of 40 hours each week, plus any additional hours which the Company requires for the proper performance of your role. You may be entitled to overtime payments, please refer to the Special Shift Policy for more details.

### **Salary**

Your Total Fixed Pay (TFP) will be INR ₹3,00,000.00per annum and is inclusive of your Basic salary of INR ₹2,05,600.00per year, Employer's contribution towards Provident Fund of INR ₹23,472.00per year, Flexi Benefit Plan of INR ₹60,928.00 per year respectively (less tax and statutory deductions) (the "Salary").

Salary is payable as per the normal payroll practices of the Company and in any case no later than the 10th of the following calendar month. Please see the Flexi Component Breakup schedule for more information.

### **Quarterly Incentive Plan**

You will be eligible to participate in the Quarterly Incentive Plan subject to its terms and conditions. The terms and conditions of the plan and the payments made thereunder may be varied from time to time by the Company in its absolute discretion as per the matrix which will be shared by your line manager on a quarterly basis.

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You will be entitled to leave and holidays in accordance with the Company's Time-off policy, as may be amended from time to time.

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### **Benefits**

You are eligible to participate in the Company benefit plans which are set out in the enclosed benefits summary and does not form part of this Agreement.

## Notice Period

Either you or the Company may terminate your employment by giving the other party at least 60 days written notice [or such lesser period of notice which applies during your Probationary Period].



## Confidentiality

It is important that you recognize that during your employment with the Company you will have access to, and be entrusted with, confidential information and trade secrets relating to the Company and its Group Companies and any of our clients and customers. Both during and after your employment you must comply with all policies and procedures relating to confidentiality, confidential information, trade secrets and any stricter policy which applies to your role.

## Data Privacy

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You acknowledge and understand that the Company may make such information available to any Group Company, those who provide products or services to the Company or to any Group Company (such as advisers and payroll and expenses administrators), regulatory authorities, potential or future employers, governmental or quasi-governmental organisations and potential purchasers of the Company or any Group Company or the business in which you work.

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To protect the interests of the Company and/or each Group Company, you must not for a period of 3 months following the termination of your employment (the "Restricted Period") be involved in or carry out certain non-solicitation or poaching activities as set out in further detail in your Detailed Terms & Conditions at paragraph 19.

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You must complete mandatory training, which will be organised by the Company, and be dependent on your role and may include the following: (this list is not exhaustive)

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**Refinitiv India Shared Services Private Limited**

(Formerly known as F&R India Operations and Shared Services Private Limited)

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Phone: +91 22 6180 7001

Fax: +91 22 6180 7700

CIN: U72200MH2018FTC309675



27 April 2022

Dear HARSH RAJ THAKUR,

Following our recent discussions, we are delighted to extend an offer of employment to you.

Enclosed is a Summary of Key Terms, any applicable Schedule/s and Detailed Terms and Conditions which set out important conditions relating to your employment and which, together, form your employment agreement ("Agreement") with Refinitiv India Shared Services Private Limited, now a part of LSEG, London Stock Exchange Group.

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On or before your first day of employment, you will need to provide written documentation which proves your eligibility to work in India.

You will also need to sign a copy of your Agreement (enclosed), confirming that you have read, understood and accept the terms set out in your Agreement.

We look forward to welcoming you to the Company.

Yours sincerely,

**Laura Thurston Group Head of Global Talent Acquisition & WFP**

**Encl**

- Summary of Key Terms
- Detailed Terms & Conditions
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- Data Privacy Policy

# Summary of Key Terms



THIS AGREEMENT is made on 27 April 2022.

BETWEEN

- (1) Refinitiv India Shared Services Private Limited, a company which has its registered office at One World Centre, 12th floor, Tower 1, 841 Senapati Bapat Marg, Mumbai 400 013, Maharashtra, India (the “Company”); and
- (2) HARSH RAJ THAKUR (the “Employee”)

**Name** HARSH RAJ THAKUR

**Employing Company** Refinitiv India Shared Services Private Limited

You consent to the transfer of your employment under this agreement to a Group Company at any time during your employment.

**“Group Company”** means the Company and all companies which are for the time being either a Holding Company of the Company or a Subsidiary of either the Company or any such Holding Company, including any of their predecessors, successors or assigns or any company which is designated a Group Company at any time by the directors of the board of the London Stock Exchange Group(LSEG) or the Company and any firm, company, corporate or other entity or organisation:

- (a) that is directly or indirectly controlled by the Company, or
- (b) that directly or indirectly controls the Company; or
- (c) that is directly or indirectly controlled by a third party who also directly or indirectly controls the Company; or
- (d) in which the Company or any Holding Company or Subsidiary is directly or indirectly beneficially interested in 10% (ten per cent) or more of that company's issued ordinary share capital.

**“Subsidiary and Holding Company”** in relation to a company mean “subsidiary” and “holding company” as defined in section 1159 of the Companies Act 2006.

## Position and Function

Your role will be Associate Content Analyst , Division: Operations.

## Place of Work

RMZ Infinity, Tower A & E, Old Madras Road, Benniganahalli, Bengaluru, India, 560016. You may be required to work in other locations as reasonably expected by the business and in accordance with the duties of your role

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You will be entitled to leave and holidays in accordance with the Company's Time-off policy, as may be amended from time to time.

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You acknowledge and understand that the Company may make such information available to any Group Company, those who provide products or services to the Company or to any Group Company (such as advisers and payroll and expenses administrators), regulatory authorities, potential or future employers, governmental or quasi-governmental organisations and potential purchasers of the Company or any Group Company or the business in which you work.

## Post-Termination Restrictions

To protect the interests of the Company and/or each Group Company, you must not for a period of 3 months following the termination of your employment (the "Restricted Period") be involved in or carry out certain non-solicitation or poaching activities as set out in further detail in your Detailed Terms & Conditions at paragraph 19.

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You must complete mandatory training, which will be organised by the Company, and be dependent on your role and may include the following: (this list is not exhaustive)

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CIN: U72200MH2018FTC309675



27 April 2022

Dear HARSHITA C,

Following our recent discussions, we are delighted to extend an offer of employment to you.

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Yours sincerely,

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**Name** HARSHITA C

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27 April 2022

Dear HARSHITA MATA,

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Yours sincerely,

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**Name** HARSHITA MATA

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27 April 2022

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- (b) that directly or indirectly controls the Company; or
- (c) that is directly or indirectly controlled by a third party who also directly or indirectly controls the Company; or
- (d) in which the Company or any Holding Company or Subsidiary is directly or indirectly beneficially interested in 10% (ten per cent) or more of that company's issued ordinary share capital.

**“Subsidiary and Holding Company”** in relation to a company mean “subsidiary” and “holding company” as defined in section 1159 of the Companies Act 2006.

## Position and Function

Your role will be Associate Content Analyst , Division: Operations.

## Place of Work

RMZ Infinity, Tower A & E, Old Madras Road, Benniganahalli, Bengaluru, India, 560016. You may be required to work in other locations as reasonably expected by the business and in accordance with the duties of your role

## Start Date

Your employment will commence on 23 May 2022 (the “Start Date”).

Your employment is subject to the Employment Requirements (set out in the Detailed Terms & Conditions) being met to the Company's satisfaction, as required .

Please inform the Company of any change in circumstances which may prevent you from starting work on the Start Date. Should your employment not commence on this date then the offer of employment and terms and conditions set out in the Agreement shall automatically lapse, be deemed void and have no purpose or effect.



### **Probation Period**

Your employment is subject to a Probationary Period of 6 months or any additional period which the Company requires. You will be advised in writing upon satisfactory completion of the Probation Period. If you receive no such communication, the Probation Period will be deemed to have been extended until the Company advises you in writing of confirmation in your appointment or notifying you otherwise.

During the Probationary Period either you or the Company can terminate your employment by giving the other party 30 days written notice.

### **Hours of Work**

You will work a minimum of 40 hours each week, plus any additional hours which the Company requires for the proper performance of your role. You may be entitled to overtime payments, please refer to the Special Shift Policy for more details.

### **Salary**

Your Total Fixed Pay (TFP) will be INR ₹3,00,000.00per annum and is inclusive of your Basic salary of INR ₹2,05,600.00per year, Employer's contribution towards Provident Fund of INR ₹23,472.00per year, Flexi Benefit Plan of INR ₹60,928.00 per year respectively (less tax and statutory deductions) (the "Salary").

Salary is payable as per the normal payroll practices of the Company and in any case no later than the 10th of the following calendar month. Please see the Flexi Component Breakup schedule for more information.

### **Quarterly Incentive Plan**

You will be eligible to participate in the Quarterly Incentive Plan subject to its terms and conditions. The terms and conditions of the plan and the payments made thereunder may be varied from time to time by the Company in its absolute discretion as per the matrix which will be shared by your line manager on a quarterly basis.

Should you be eligible to receive bonus under the Payment of Bonus Act, 1965 ("Bonus Act"), any variable pay amount as described in the paragraphs above will be deemed to be considered in satisfaction of (i.e., adjusted towards) the bonus payable based on profits as per the Bonus Act. If the variable pay amount payable to you, as described and calculated in the paragraphs above, is less than your entitlement under the Bonus Act, the differential amount shall separately be paid to you within the timelines set out under the Bonus Act.

### **Annual Leave**

You will be entitled to leave and holidays in accordance with the Company's Time-off policy, as may be amended from time to time.

### **Retirement Age**

Your normal retirement age with the Company will be set out in the Company's Retirement Policy in force at the relevant time.

### **Benefits**

You are eligible to participate in the Company benefit plans which are set out in the enclosed benefits summary and does not form part of this Agreement.

## Notice Period

Either you or the Company may terminate your employment by giving the other party at least 60 days written notice [or such lesser period of notice which applies during your Probationary Period].



## Confidentiality

It is important that you recognize that during your employment with the Company you will have access to, and be entrusted with, confidential information and trade secrets relating to the Company and its Group Companies and any of our clients and customers. Both during and after your employment you must comply with all policies and procedures relating to confidentiality, confidential information, trade secrets and any stricter policy which applies to your role.

## Data Privacy

You will comply with all Company policies and procedures relating to data protection.

You consent to and acknowledge and understand that the Company will collect and process your personal information (including sensitive personal information) in accordance with any applicable privacy notice provided to you by the Company, as may be updated by Company from time to time.

You acknowledge and understand that the Company may make such information available to any Group Company, those who provide products or services to the Company or to any Group Company (such as advisers and payroll and expenses administrators), regulatory authorities, potential or future employers, governmental or quasi-governmental organisations and potential purchasers of the Company or any Group Company or the business in which you work.

## Post-Termination Restrictions

To protect the interests of the Company and/or each Group Company, you must not for a period of 3 months following the termination of your employment (the "Restricted Period") be involved in or carry out certain non-solicitation or poaching activities as set out in further detail in your Detailed Terms & Conditions at paragraph 19.

## Training

You must complete mandatory training, which will be organised by the Company, and be dependent on your role and may include the following: (this list is not exhaustive)

- Code of Conduct/Code of Business Conduct & Ethics;
- Anti Bribery & Corruption;
- Financial Crime (including Anti-Money Laundering and Terrorist Financing);
- Personal Account Dealing;
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- Information Security; and
- Prevention of Sexual Harassment at Workplace.

Subject to meeting any eligibility requirements, you may also have the opportunity to undertake additional optional training. Full details are available from the Company intranet.



**Refinitiv India Shared Services Private Limited**

(Formerly known as F&R India Operations and Shared Services Private Limited)

Registered Office: One World Centre, 12th Floor

Tower 1, 841 Senapati Bapat Marg,

Mumbai 400 013, Maharashtra, India

Phone: +91 22 6180 7001

Fax: +91 22 6180 7700

CIN: U72200MH2018FTC309675



27 April 2022

Dear HAYANA B,

Following our recent discussions, we are delighted to extend an offer of employment to you.

Enclosed is a Summary of Key Terms, any applicable Schedule/s and Detailed Terms and Conditions which set out important conditions relating to your employment and which, together, form your employment agreement ("Agreement") with Refinitiv India Shared Services Private Limited, now a part of LSEG, London Stock Exchange Group.

This offer is conditional upon you satisfying the relevant recruitment and screening conditions and procedures, and where applicable, the appropriate regulatory approvals.

On or before your first day of employment, you will need to provide written documentation which proves your eligibility to work in India.

You will also need to sign a copy of your Agreement (enclosed), confirming that you have read, understood and accept the terms set out in your Agreement.

We look forward to welcoming you to the Company.

Yours sincerely,

**Laura Thurston** Group Head of Global Talent Acquisition & WFP

**Encl**

- Summary of Key Terms
- Detailed Terms & Conditions
- Benefits Summary
- Data Privacy Policy

## Summary of Key Terms

THIS AGREEMENT is made on 27 April 2022.

BETWEEN

(1) Refinitiv India Shared Services Private Limited, a company which has its registered office at One World Centre, 12th floor, Tower 1, 841 Senapati Bapat Marg, Mumbai 400 013, Maharashtra, India (the "Company"); and



(2) GAUTAM R GHODKE (the "Employee")

**Name** HAYANA B

**Employing Company** Refinitiv India Shared Services Private Limited

You consent to the transfer of your employment under this agreement to a Group Company at any time during your employment.

**"Group Company"** means the Company and all companies which are for the time being either a Holding Company of the Company or a Subsidiary of either the Company or any such Holding Company, including any of their predecessors, successors or assigns or any company which is designated a Group Company at any time by the directors of the board of the London Stock Exchange Group(LSEG) or the Company and any firm, company, corporate or other entity or organisation:

- (a) that is directly or indirectly controlled by the Company, or
- (b) that directly or indirectly controls the Company; or
- (c) that is directly or indirectly controlled by a third party who also directly or indirectly controls the Company; or
- (d) in which the Company or any Holding Company or Subsidiary is directly or indirectly beneficially interested in 10% (ten per cent) or more of that company's issued ordinary share capital.

**"Subsidiary and Holding Company"** in relation to a company mean "subsidiary" and "holding company" as defined in section 1159 of the Companies Act 2006.

### **Position and Function**

Your role will be Associate Content Analyst , Division: Operations.

### **Place of Work**

RMZ Infinity, Tower A & E, Old Madras Road, Benniganahalli, Bengaluru, India, 560016. You may be required to work in other locations as reasonably expected by the business and in accordance with the duties of your role

### **Start Date**

Your employment will commence on 23 May 2023(the "Start Date").

Your employment is subject to the Employment Requirements (set out in the Detailed Terms & Conditions) being met to the Company's satisfaction, as required .

Please inform the Company of any change in circumstances which may prevent you from starting work on the Start Date. Should your employment not commence on this date then the offer of employment and terms and conditions set out in the Agreement shall automatically lapse, be deemed void and have no purpose or effect.

### **Probation Period**

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During the Probationary Period either you or the Company can terminate your employment by giving the other party 30 days written notice.

### **Hours of Work**

You will work a minimum of 40 hours each week, plus any additional hours which the Company requires for the proper performance of your role. You may be entitled to overtime payments, please refer to the Special Shift Policy for more details.

### **Salary**

Your Total Fixed Pay (TFP) will be INR ₹3,00,000.00per annum and is inclusive of your Basic salary of INR ₹2,05,600.00per year, Employer's contribution towards Provident Fund of INR ₹23,472.00per year, Flexi Benefit Plan of INR ₹60,928.00 per year respectively (less tax and statutory deductions) (the "Salary").

Salary is payable as per the normal payroll practices of the Company and in any case no later than the 10th of the following calendar month. Please see the Flexi Component Breakup schedule for more information.

### **Quarterly Incentive Plan**

You will be eligible to participate in the Quarterly Incentive Plan subject to its terms and conditions. The terms and conditions of the plan and the payments made thereunder may be varied from time to time by the Company in its absolute discretion as per the matrix which will be shared by your line manager on a quarterly basis.

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### **Annual Leave**

You will be entitled to leave and holidays in accordance with the Company's Time-off policy, as may be amended from time to time.

### **Retirement Age**

Your normal retirement age with the Company will be set out in the Company's Retirement Policy in force at the relevant time.

### **Benefits**

You are eligible to participate in the Company benefit plans which are set out in the enclosed benefits summary and does not form part of this Agreement.

### **Notice Period**

Either you or the Company may terminate your employment by giving the other party at least 60 days written notice [or such lesser period of notice which applies during your Probationary Period].

### **Confidentiality**

It is important that you recognize that during your employment with the Company you will have access to, and be entrusted with, confidential information and trade secrets relating to the Company and its Group Companies and any of our clients and customers. Both during and after your employment you must comply with all policies and procedures relating to confidentiality, confidential information, trade secrets and any stricter policy which applies to your role.

## Data Privacy

You will comply with all Company policies and procedures relating to data protection.



You consent to and acknowledge and understand that the Company will collect and process your personal information (including sensitive personal information) in accordance with any applicable privacy notice provided to you by the Company, as may be updated by Company from time to time.

You acknowledge and understand that the Company may make such information available to any Group Company, those who provide products or services to the Company or to any Group Company (such as advisers and payroll and expenses administrators), regulatory authorities, potential or future employers, governmental or quasi-governmental organisations and potential purchasers of the Company or any Group Company or the business in which you work.

## Post-Termination Restrictions

To protect the interests of the Company and/or each Group Company, you must not for a period of 3 months following the termination of your employment (the "Restricted Period") be involved in or carry out certain non-solicitation or poaching activities as set out in further detail in your Detailed Terms & Conditions at paragraph 19.

## Training

You must complete mandatory training, which will be organised by the Company, and be dependent on your role and may include the following: (this list is not exhaustive)

- Code of Conduct/Code of Business Conduct & Ethics;
- Anti Bribery & Corruption;
- Financial Crime (including Anti-Money Laundering and Terrorist Financing);
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- Information Security; and
- Prevention of Sexual Harassment at Workplace.

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CIN: U72200MH2018FTC309675



27 April 2022

Dear JINCY,

Following our recent discussions, we are delighted to extend an offer of employment to you.

Enclosed is a Summary of Key Terms, any applicable Schedule/s and Detailed Terms and Conditions which set out important conditions relating to your employment and which, together, form your employment agreement ("Agreement") with Refinitiv India Shared Services Private Limited, now a part of LSEG, London Stock Exchange Group.

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You will also need to sign a copy of your Agreement (enclosed), confirming that you have read, understood and accept the terms set out in your Agreement.

We look forward to welcoming you to the Company.

Yours sincerely,

**Laura Thurston Group Head of Global Talent Acquisition & WFP**

**Encl**

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- Detailed Terms & Conditions
- Benefits Summary
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# Summary of Key Terms



THIS AGREEMENT is made on 27 April 2022.

BETWEEN

- (1) Refinitiv India Shared Services Private Limited, a company which has its registered office at One World Centre, 12th floor, Tower 1, 841 Senapati Bapat Marg, Mumbai 400 013, Maharashtra, India (the "Company"); and
- (2) JINCY (the "Employee")

**Name** JINCY

**Employing Company** Refinitiv India Shared Services Private Limited

You consent to the transfer of your employment under this agreement to a Group Company at any time during your employment.

**"Group Company"** means the Company and all companies which are for the time being either a Holding Company of the Company or a Subsidiary of either the Company or any such Holding Company, including any of their predecessors, successors or assigns or any company which is designated a Group Company at any time by the directors of the board of the London Stock Exchange Group (LSEG) or the Company and any firm, company, corporate or other entity or organisation:

- (a) that is directly or indirectly controlled by the Company, or
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- (c) that is directly or indirectly controlled by a third party who also directly or indirectly controls the Company; or
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During the Probationary Period either you or the Company can terminate your employment by giving the other party 30 days written notice.

### **Hours of Work**

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### **Salary**

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### **Quarterly Incentive Plan**

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### **Annual Leave**

You will be entitled to leave and holidays in accordance with the Company's Time-off policy, as may be amended from time to time.

### **Retirement Age**

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### **Benefits**

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## Notice Period

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## Confidentiality

It is important that you recognize that during your employment with the Company you will have access to, and be entrusted with, confidential information and trade secrets relating to the Company and its Group Companies and any of our clients and customers. Both during and after your employment you must comply with all policies and procedures relating to confidentiality, confidential information, trade secrets and any stricter policy which applies to your role.

## Data Privacy

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You acknowledge and understand that the Company may make such information available to any Group Company, those who provide products or services to the Company or to any Group Company (such as advisers and payroll and expenses administrators), regulatory authorities, potential or future employers, governmental or quasi-governmental organisations and potential purchasers of the Company or any Group Company or the business in which you work.

## Post-Termination Restrictions

To protect the interests of the Company and/or each Group Company, you must not for a period of 3 months following the termination of your employment (the "Restricted Period") be involved in or carry out certain non-solicitation or poaching activities as set out in further detail in your Detailed Terms & Conditions at paragraph 19.

## Training

You must complete mandatory training, which will be organised by the Company, and be dependent on your role and may include the following: (this list is not exhaustive)

- Code of Conduct/Code of Business Conduct & Ethics;
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- Personal Account Dealing;
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- Information Security; and
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CIN: U72200MH2018FTC309675



27 April 2022

Dear K SATHISH KUMAR,

Following our recent discussions, we are delighted to extend an offer of employment to you.

Enclosed is a Summary of Key Terms, any applicable Schedule/s and Detailed Terms and Conditions which set out important conditions relating to your employment and which, together, form your employment agreement ("Agreement") with Refinitiv India Shared Services Private Limited, now a part of LSEG, London Stock Exchange Group.

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On or before your first day of employment, you will need to provide written documentation which proves your eligibility to work in India.

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We look forward to welcoming you to the Company.

Yours sincerely,

**Laura Thurston Group Head of Global Talent Acquisition & WFP**

**Encl**

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- Detailed Terms & Conditions
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# Summary of Key Terms



THIS AGREEMENT is made on 27 April 2022.

BETWEEN

- (1) Refinitiv India Shared Services Private Limited, a company which has its registered office at One World Centre, 12th floor, Tower 1, 841 Senapati Bapat Marg, Mumbai 400 013, Maharashtra, India (the “Company”); and
- (2) K SATHISH KUMAR (the “Employee”)

**Name** K SATHISH KUMAR

**Employing Company** Refinitiv India Shared Services Private Limited

You consent to the transfer of your employment under this agreement to a Group Company at any time during your employment.

**“Group Company”** means the Company and all companies which are for the time being either a Holding Company of the Company or a Subsidiary of either the Company or any such Holding Company, including any of their predecessors, successors or assigns or any company which is designated a Group Company at any time by the directors of the board of the London Stock Exchange Group(LSEG) or the Company and any firm, company, corporate or other entity or organisation:

- (a) that is directly or indirectly controlled by the Company, or
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## Position and Function

Your role will be Associate Content Analyst , Division: Operations.

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During the Probationary Period either you or the Company can terminate your employment by giving the other party 30 days written notice.

### **Hours of Work**

You will work a minimum of 40 hours each week, plus any additional hours which the Company requires for the proper performance of your role. You may be entitled to overtime payments, please refer to the Special Shift Policy for more details.

### **Salary**

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CIN: U72200MH2018FTC309675



27 April 2022

Dear KAMLA KUKNA P,

Following our recent discussions, we are delighted to extend an offer of employment to you.

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On or before your first day of employment, you will need to provide written documentation which proves your eligibility to work in India.

You will also need to sign a copy of your Agreement (enclosed), confirming that you have read, understood and accept the terms set out in your Agreement.

We look forward to welcoming you to the Company.

Yours sincerely,

**Laura Thurston Group Head of Global Talent Acquisition & WFP**

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- (1) Refinitiv India Shared Services Private Limited, a company which has its registered office at One World Centre, 12th floor, Tower 1, 841 Senapati Bapat Marg, Mumbai 400 013, Maharashtra, India (the “Company”); and
- (2) KAMLA KUKNA P (the “Employee”)

**Name** KAMLA KUKNA P

**Employing Company** Refinitiv India Shared Services Private Limited

You consent to the transfer of your employment under this agreement to a Group Company at any time during your employment.

**“Group Company”** means the Company and all companies which are for the time being either a Holding Company of the Company or a Subsidiary of either the Company or any such Holding Company, including any of their predecessors, successors or assigns or any company which is designated a Group Company at any time by the directors of the board of the London Stock Exchange Group(LSEG) or the Company and any firm, company, corporate or other entity or organisation:

- (a) that is directly or indirectly controlled by the Company, or
- (b) that directly or indirectly controls the Company; or
- (c) that is directly or indirectly controlled by a third party who also directly or indirectly controls the Company; or
- (d) in which the Company or any Holding Company or Subsidiary is directly or indirectly beneficially interested in 10% (ten per cent) or more of that company's issued ordinary share capital.

**“Subsidiary and Holding Company”** in relation to a company mean “subsidiary” and “holding company” as defined in section 1159 of the Companies Act 2006.

## Position and Function

Your role will be Associate Content Analyst , Division: Operations.

## Place of Work

RMZ Infinity, Tower A & E, Old Madras Road, Benniganahalli, Bengaluru, India, 560016. You may be required to work in other locations as reasonably expected by the business and in accordance with the duties of your role

## Start Date

Your employment will commence on 23 May 2022(the “Start Date”).

Your employment is subject to the Employment Requirements (set out in the Detailed Terms & Conditions) being met to the Company's satisfaction, as required .

Please inform the Company of any change in circumstances which may prevent you from starting work on the Start Date. Should your employment not commence on this date then the offer of employment and terms and conditions set out in the Agreement shall automatically lapse, be deemed void and have no purpose or effect.



### **Probation Period**

Your employment is subject to a Probationary Period of 6 months or any additional period which the Company requires. You will be advised in writing upon satisfactory completion of the Probation Period. If you receive no such communication, the Probation Period will be deemed to have been extended until the Company advises you in writing of confirmation in your appointment or notifying you otherwise.

During the Probationary Period either you or the Company can terminate your employment by giving the other party 30 days written notice.

### **Hours of Work**

You will work a minimum of 40 hours each week, plus any additional hours which the Company requires for the proper performance of your role. You may be entitled to overtime payments, please refer to the Special Shift Policy for more details.

### **Salary**

Your Total Fixed Pay (TFP) will be INR ₹3,00,000.00per annum and is inclusive of your Basic salary of INR ₹2,05,600.00per year, Employer's contribution towards Provident Fund of INR ₹23,472.00per year, Flexi Benefit Plan of INR ₹60,928.00 per year respectively (less tax and statutory deductions) (the "Salary").

Salary is payable as per the normal payroll practices of the Company and in any case no later than the 10th of the following calendar month. Please see the Flexi Component Breakup schedule for more information.

### **Quarterly Incentive Plan**

You will be eligible to participate in the Quarterly Incentive Plan subject to its terms and conditions. The terms and conditions of the plan and the payments made thereunder may be varied from time to time by the Company in its absolute discretion as per the matrix which will be shared by your line manager on a quarterly basis.

Should you be eligible to receive bonus under the Payment of Bonus Act, 1965 ("Bonus Act"), any variable pay amount as described in the paragraphs above will be deemed to be considered in satisfaction of (i.e., adjusted towards) the bonus payable based on profits as per the Bonus Act. If the variable pay amount payable to you, as described and calculated in the paragraphs above, is less than your entitlement under the Bonus Act, the differential amount shall separately be paid to you within the timelines set out under the Bonus Act.

### **Annual Leave**

You will be entitled to leave and holidays in accordance with the Company's Time-off policy, as may be amended from time to time.

### **Retirement Age**

Your normal retirement age with the Company will be set out in the Company's Retirement Policy in force at the relevant time.

### **Benefits**

You are eligible to participate in the Company benefit plans which are set out in the enclosed benefits summary and does not form part of this Agreement.

## Notice Period

Either you or the Company may terminate your employment by giving the other party at least 60 days written notice [or such lesser period of notice which applies during your Probationary Period].



## Confidentiality

It is important that you recognize that during your employment with the Company you will have access to, and be entrusted with, confidential information and trade secrets relating to the Company and its Group Companies and any of our clients and customers. Both during and after your employment you must comply with all policies and procedures relating to confidentiality, confidential information, trade secrets and any stricter policy which applies to your role.

## Data Privacy

You will comply with all Company policies and procedures relating to data protection.

You consent to and acknowledge and understand that the Company will collect and process your personal information (including sensitive personal information) in accordance with any applicable privacy notice provided to you by the Company, as may be updated by Company from time to time.

You acknowledge and understand that the Company may make such information available to any Group Company, those who provide products or services to the Company or to any Group Company (such as advisers and payroll and expenses administrators), regulatory authorities, potential or future employers, governmental or quasi-governmental organisations and potential purchasers of the Company or any Group Company or the business in which you work.

## Post-Termination Restrictions

To protect the interests of the Company and/or each Group Company, you must not for a period of 3 months following the termination of your employment (the "Restricted Period") be involved in or carry out certain non-solicitation or poaching activities as set out in further detail in your Detailed Terms & Conditions at paragraph 19.

## Training

You must complete mandatory training, which will be organised by the Company, and be dependent on your role and may include the following: (this list is not exhaustive)

- Code of Conduct/Code of Business Conduct & Ethics;
- Anti Bribery & Corruption;
- Financial Crime (including Anti-Money Laundering and Terrorist Financing);
- Personal Account Dealing;
- Conflicts of interest;
- Information Security; and
- Prevention of Sexual Harassment at Workplace.

Subject to meeting any eligibility requirements, you may also have the opportunity to undertake additional optional training. Full details are available from the Company intranet.



**Refinitiv India Shared Services Private Limited**

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Mumbai 400 013, Maharashtra, India

Phone: +91 22 6180 7001

Fax: +91 22 6180 7700

CIN: U72200MH2018FTC309675



27 April 2022

Dear LALITH S,

Following our recent discussions, we are delighted to extend an offer of employment to you.

Enclosed is a Summary of Key Terms, any applicable Schedule/s and Detailed Terms and Conditions which set out important conditions relating to your employment and which, together, form your employment agreement ("Agreement") with Refinitiv India Shared Services Private Limited, now a part of LSEG, London Stock Exchange Group.

This offer is conditional upon you satisfying the relevant recruitment and screening conditions and procedures, and where applicable, the appropriate regulatory approvals.

On or before your first day of employment, you will need to provide written documentation which proves your eligibility to work in India.

You will also need to sign a copy of your Agreement (enclosed), confirming that you have read, understood and accept the terms set out in your Agreement.

We look forward to welcoming you to the Company.

Yours sincerely,

**Laura Thurston Group Head of Global Talent Acquisition & WFP**

**Encl**

- Summary of Key Terms
- Detailed Terms & Conditions
- Benefits Summary
- Data Privacy Policy

# Summary of Key Terms



THIS AGREEMENT is made on 27 April 2022.

BETWEEN

- (1) Refinitiv India Shared Services Private Limited, a company which has its registered office at One World Centre, 12th floor, Tower 1, 841 Senapati Bapat Marg, Mumbai 400 013, Maharashtra, India (the "Company"); and
- (2) LALITH S (the "Employee")

**Name** LALITH S

**Employing Company** Refinitiv India Shared Services Private Limited

You consent to the transfer of your employment under this agreement to a Group Company at any time during your employment.

**"Group Company"** means the Company and all companies which are for the time being either a Holding Company of the Company or a Subsidiary of either the Company or any such Holding Company, including any of their predecessors, successors or assigns or any company which is designated a Group Company at any time by the directors of the board of the London Stock Exchange Group(LSEG) or the Company and any firm, company, corporate or other entity or organisation:

- (a) that is directly or indirectly controlled by the Company, or
- (b) that directly or indirectly controls the Company; or
- (c) that is directly or indirectly controlled by a third party who also directly or indirectly controls the Company; or
- (d) in which the Company or any Holding Company or Subsidiary is directly or indirectly beneficially interested in 10% (ten per cent) or more of that company's issued ordinary share capital.

**"Subsidiary and Holding Company"** in relation to a company mean "subsidiary" and "holding company" as defined in section 1159 of the Companies Act 2006.

## Position and Function

Your role will be Associate Content Analyst , Division: Operations.

## Place of Work

RMZ Infinity, Tower A & E, Old Madras Road, Benniganahalli, Bengaluru, India, 560016. You may be required to work in other locations as reasonably expected by the business and in accordance with the duties of your role

## Start Date

Your employment will commence on 23 May 2022(the "Start Date").

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Please inform the Company of any change in circumstances which may prevent you from starting work on the Start Date. Should your employment not commence on this date then the offer of employment and terms and conditions set out in the Agreement shall automatically lapse, be deemed void and have no purpose or effect.



### **Probation Period**

Your employment is subject to a Probationary Period of 6 months or any additional period which the Company requires. You will be advised in writing upon satisfactory completion of the Probation Period. If you receive no such communication, the Probation Period will be deemed to have been extended until the Company advises you in writing of confirmation in your appointment or notifying you otherwise.

During the Probationary Period either you or the Company can terminate your employment by giving the other party 30 days written notice.

### **Hours of Work**

You will work a minimum of 40 hours each week, plus any additional hours which the Company requires for the proper performance of your role. You may be entitled to overtime payments, please refer to the Special Shift Policy for more details.

### **Salary**

Your Total Fixed Pay (TFP) will be INR ₹3,00,000.00per annum and is inclusive of your Basic salary of INR ₹2,05,600.00per year, Employer's contribution towards Provident Fund of INR ₹23,472.00per year, Flexi Benefit Plan of INR ₹60,928.00 per year respectively (less tax and statutory deductions) (the "Salary").

Salary is payable as per the normal payroll practices of the Company and in any case no later than the 10th of the following calendar month. Please see the Flexi Component Breakup schedule for more information.

### **Quarterly Incentive Plan**

You will be eligible to participate in the Quarterly Incentive Plan subject to its terms and conditions. The terms and conditions of the plan and the payments made thereunder may be varied from time to time by the Company in its absolute discretion as per the matrix which will be shared by your line manager on a quarterly basis.

Should you be eligible to receive bonus under the Payment of Bonus Act, 1965 ("Bonus Act"), any variable pay amount as described in the paragraphs above will be deemed to be considered in satisfaction of (i.e., adjusted towards) the bonus payable based on profits as per the Bonus Act. If the variable pay amount payable to you, as described and calculated in the paragraphs above, is less than your entitlement under the Bonus Act, the differential amount shall separately be paid to you within the timelines set out under the Bonus Act.

### **Annual Leave**

You will be entitled to leave and holidays in accordance with the Company's Time-off policy, as may be amended from time to time.

### **Retirement Age**

Your normal retirement age with the Company will be set out in the Company's Retirement Policy in force at the relevant time.

### **Benefits**

You are eligible to participate in the Company benefit plans which are set out in the enclosed benefits summary and does not form part of this Agreement.

## Notice Period

Either you or the Company may terminate your employment by giving the other party at least 60 days written notice [or such lesser period of notice which applies during your Probationary Period].



## Confidentiality

It is important that you recognize that during your employment with the Company you will have access to, and be entrusted with, confidential information and trade secrets relating to the Company and its Group Companies and any of our clients and customers. Both during and after your employment you must comply with all policies and procedures relating to confidentiality, confidential information, trade secrets and any stricter policy which applies to your role.

## Data Privacy

You will comply with all Company policies and procedures relating to data protection.

You consent to and acknowledge and understand that the Company will collect and process your personal information (including sensitive personal information) in accordance with any applicable privacy notice provided to you by the Company, as may be updated by Company from time to time.

You acknowledge and understand that the Company may make such information available to any Group Company, those who provide products or services to the Company or to any Group Company (such as advisers and payroll and expenses administrators), regulatory authorities, potential or future employers, governmental or quasi-governmental organisations and potential purchasers of the Company or any Group Company or the business in which you work.

## Post-Termination Restrictions

To protect the interests of the Company and/or each Group Company, you must not for a period of 3 months following the termination of your employment (the "Restricted Period") be involved in or carry out certain non-solicitation or poaching activities as set out in further detail in your Detailed Terms & Conditions at paragraph 19.

## Training

You must complete mandatory training, which will be organised by the Company, and be dependent on your role and may include the following: (this list is not exhaustive)

- Code of Conduct/Code of Business Conduct & Ethics;
- Anti Bribery & Corruption;
- Financial Crime (including Anti-Money Laundering and Terrorist Financing);
- Personal Account Dealing;
- Conflicts of interest;
- Information Security; and
- Prevention of Sexual Harassment at Workplace.

Subject to meeting any eligibility requirements, you may also have the opportunity to undertake additional optional training. Full details are available from the Company intranet.

**Refinitiv India Shared Services Private Limited**

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Phone: +91 22 6180 7001

Fax: +91 22 6180 7700

CIN: U72200MH2018FTC309675



27 April 2022

Dear LIDWINA MARCELLA F,

Following our recent discussions, we are delighted to extend an offer of employment to you.

Enclosed is a Summary of Key Terms, any applicable Schedule/s and Detailed Terms and Conditions which set out important conditions relating to your employment and which, together, form your employment agreement ("Agreement") with Refinitiv India Shared Services Private Limited, now a part of LSEG, London Stock Exchange Group.

This offer is conditional upon you satisfying the relevant recruitment and screening conditions and procedures, and where applicable, the appropriate regulatory approvals.

On or before your first day of employment, you will need to provide written documentation which proves your eligibility to work in India.

You will also need to sign a copy of your Agreement (enclosed), confirming that you have read, understood and accept the terms set out in your Agreement.

We look forward to welcoming you to the Company.

Yours sincerely,

**Laura Thurston Group Head of Global Talent Acquisition & WFP**

**Encl**

- Summary of Key Terms
- Detailed Terms & Conditions
- Benefits Summary
- Data Privacy Policy

# Summary of Key Terms



THIS AGREEMENT is made on 27 April 2022.

BETWEEN

- (1) Refinitiv India Shared Services Private Limited, a company which has its registered office at One World Centre, 12th floor, Tower 1, 841 Senapati Bapat Marg, Mumbai 400 013, Maharashtra, India (the “Company”); and
- (2) LIDWINA MARCELLA F (the “Employee”)

**Name** LIDWINA MARCELLA F

**Employing Company** Refinitiv India Shared Services Private Limited

You consent to the transfer of your employment under this agreement to a Group Company at any time during your employment.

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- (a) that is directly or indirectly controlled by the Company, or
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- (c) that is directly or indirectly controlled by a third party who also directly or indirectly controls the Company; or
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## Position and Function

Your role will be Associate Content Analyst , Division: Operations.

## Place of Work

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## Start Date

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### **Probation Period**

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During the Probationary Period either you or the Company can terminate your employment by giving the other party 30 days written notice.

### **Hours of Work**

You will work a minimum of 40 hours each week, plus any additional hours which the Company requires for the proper performance of your role. You may be entitled to overtime payments, please refer to the Special Shift Policy for more details.

### **Salary**

Your Total Fixed Pay (TFP) will be INR ₹3,00,000.00per annum and is inclusive of your Basic salary of INR ₹2,05,600.00per year, Employer's contribution towards Provident Fund of INR ₹23,472.00per year, Flexi Benefit Plan of INR ₹60,928.00 per year respectively (less tax and statutory deductions) (the "Salary").

Salary is payable as per the normal payroll practices of the Company and in any case no later than the 10th of the following calendar month. Please see the Flexi Component Breakup schedule for more information.

### **Quarterly Incentive Plan**

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### **Annual Leave**

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### **Retirement Age**

Your normal retirement age with the Company will be set out in the Company's Retirement Policy in force at the relevant time.

### **Benefits**

You are eligible to participate in the Company benefit plans which are set out in the enclosed benefits summary and does not form part of this Agreement.

## Notice Period

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## Confidentiality

It is important that you recognize that during your employment with the Company you will have access to, and be entrusted with, confidential information and trade secrets relating to the Company and its Group Companies and any of our clients and customers. Both during and after your employment you must comply with all policies and procedures relating to confidentiality, confidential information, trade secrets and any stricter policy which applies to your role.

## Data Privacy

You will comply with all Company policies and procedures relating to data protection.

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You acknowledge and understand that the Company may make such information available to any Group Company, those who provide products or services to the Company or to any Group Company (such as advisers and payroll and expenses administrators), regulatory authorities, potential or future employers, governmental or quasi-governmental organisations and potential purchasers of the Company or any Group Company or the business in which you work.

## Post-Termination Restrictions

To protect the interests of the Company and/or each Group Company, you must not for a period of 3 months following the termination of your employment (the "Restricted Period") be involved in or carry out certain non-solicitation or poaching activities as set out in further detail in your Detailed Terms & Conditions at paragraph 19.

## Training

You must complete mandatory training, which will be organised by the Company, and be dependent on your role and may include the following: (this list is not exhaustive)

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- Personal Account Dealing;
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- Information Security; and
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CIN: U72200MH2018FTC309675



27 April 2022

Dear M GAYATHRI,

Following our recent discussions, we are delighted to extend an offer of employment to you.

Enclosed is a Summary of Key Terms, any applicable Schedule/s and Detailed Terms and Conditions which set out important conditions relating to your employment and which, together, form your employment agreement ("Agreement") with Refinitiv India Shared Services Private Limited, now a part of LSEG, London Stock Exchange Group.

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On or before your first day of employment, you will need to provide written documentation which proves your eligibility to work in India.

You will also need to sign a copy of your Agreement (enclosed), confirming that you have read, understood and accept the terms set out in your Agreement.

We look forward to welcoming you to the Company.

Yours sincerely,

**Laura Thurston Group Head of Global Talent Acquisition & WFP**

**Encl**

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- Benefits Summary
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# Summary of Key Terms



THIS AGREEMENT is made on 27 April 2022.

BETWEEN

- (1) Refinitiv India Shared Services Private Limited, a company which has its registered office at One World Centre, 12th floor, Tower 1, 841 Senapati Bapat Marg, Mumbai 400 013, Maharashtra, India (the “Company”); and
- (2) M GAYATHRI (the “Employee”)

**Name** M GAYATHRI

**Employing Company** Refinitiv India Shared Services Private Limited

You consent to the transfer of your employment under this agreement to a Group Company at any time during your employment.

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- (c) that is directly or indirectly controlled by a third party who also directly or indirectly controls the Company; or
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## Position and Function

Your role will be Associate Content Analyst , Division: Operations.

## Place of Work

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During the Probationary Period either you or the Company can terminate your employment by giving the other party 30 days written notice.

### **Hours of Work**

You will work a minimum of 40 hours each week, plus any additional hours which the Company requires for the proper performance of your role. You may be entitled to overtime payments, please refer to the Special Shift Policy for more details.

### **Salary**

Your Total Fixed Pay (TFP) will be INR ₹3,00,000.00per annum and is inclusive of your Basic salary of INR ₹2,05,600.00per year, Employer's contribution towards Provident Fund of INR ₹23,472.00per year, Flexi Benefit Plan of INR ₹60,928.00 per year respectively (less tax and statutory deductions) (the "Salary").

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CIN: U72200MH2018FTC309675



27 April 2022

Dear M NATO VERONICA,

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This offer is conditional upon you satisfying the relevant recruitment and screening conditions and procedures, and where applicable, the appropriate regulatory approvals.

On or before your first day of employment, you will need to provide written documentation which proves your eligibility to work in India.

You will also need to sign a copy of your Agreement (enclosed), confirming that you have read, understood and accept the terms set out in your Agreement.

We look forward to welcoming you to the Company.

Yours sincerely,

**Laura Thurston Group Head of Global Talent Acquisition & WFP**

**Encl**

- Summary of Key Terms
- Detailed Terms & Conditions
- Benefits Summary
- Data Privacy Policy

# Summary of Key Terms



THIS AGREEMENT is made on 27 April 2022.

BETWEEN

- (1) Refinitiv India Shared Services Private Limited, a company which has its registered office at One World Centre, 12th floor, Tower 1, 841 Senapati Bapat Marg, Mumbai 400 013, Maharashtra, India (the “Company”); and
- (2) M NATO VERONICA (the “Employee”)

**Name** M NATO VERONICA

**Employing Company** Refinitiv India Shared Services Private Limited

You consent to the transfer of your employment under this agreement to a Group Company at any time during your employment.

**“Group Company”** means the Company and all companies which are for the time being either a Holding Company of the Company or a Subsidiary of either the Company or any such Holding Company, including any of their predecessors, successors or assigns or any company which is designated a Group Company at any time by the directors of the board of the London Stock Exchange Group (LSEG) or the Company and any firm, company, corporate or other entity or organisation:

- (a) that is directly or indirectly controlled by the Company, or
- (b) that directly or indirectly controls the Company; or
- (c) that is directly or indirectly controlled by a third party who also directly or indirectly controls the Company; or
- (d) in which the Company or any Holding Company or Subsidiary is directly or indirectly beneficially interested in 10% (ten per cent) or more of that company's issued ordinary share capital.

**“Subsidiary and Holding Company”** in relation to a company mean “subsidiary” and “holding company” as defined in section 1159 of the Companies Act 2006.

## Position and Function

Your role will be Associate Content Analyst , Division: Operations.

## Place of Work

RMZ Infinity, Tower A & E, Old Madras Road, Benniganahalli, Bengaluru, India, 560016. You may be required to work in other locations as reasonably expected by the business and in accordance with the duties of your role

## Start Date

Your employment will commence on 23 May 2022 (the “Start Date”).

Your employment is subject to the Employment Requirements (set out in the Detailed Terms & Conditions) being met to the Company's satisfaction, as required .

Please inform the Company of any change in circumstances which may prevent you from starting work on the Start Date. Should your employment not commence on this date then the offer of employment and terms and conditions set out in the Agreement shall automatically lapse, be deemed void and have no purpose or effect.



### **Probation Period**

Your employment is subject to a Probationary Period of 6 months or any additional period which the Company requires. You will be advised in writing upon satisfactory completion of the Probation Period. If you receive no such communication, the Probation Period will be deemed to have been extended until the Company advises you in writing of confirmation in your appointment or notifying you otherwise.

During the Probationary Period either you or the Company can terminate your employment by giving the other party 30 days written notice.

### **Hours of Work**

You will work a minimum of 40 hours each week, plus any additional hours which the Company requires for the proper performance of your role. You may be entitled to overtime payments, please refer to the Special Shift Policy for more details.

### **Salary**

Your Total Fixed Pay (TFP) will be INR ₹3,00,000.00per annum and is inclusive of your Basic salary of INR ₹2,05,600.00per year, Employer's contribution towards Provident Fund of INR ₹23,472.00per year, Flexi Benefit Plan of INR ₹60,928.00 per year respectively (less tax and statutory deductions) (the "Salary").

Salary is payable as per the normal payroll practices of the Company and in any case no later than the 10th of the following calendar month. Please see the Flexi Component Breakup schedule for more information.

### **Quarterly Incentive Plan**

You will be eligible to participate in the Quarterly Incentive Plan subject to its terms and conditions. The terms and conditions of the plan and the payments made thereunder may be varied from time to time by the Company in its absolute discretion as per the matrix which will be shared by your line manager on a quarterly basis.

Should you be eligible to receive bonus under the Payment of Bonus Act, 1965 ("Bonus Act"), any variable pay amount as described in the paragraphs above will be deemed to be considered in satisfaction of (i.e., adjusted towards) the bonus payable based on profits as per the Bonus Act. If the variable pay amount payable to you, as described and calculated in the paragraphs above, is less than your entitlement under the Bonus Act, the differential amount shall separately be paid to you within the timelines set out under the Bonus Act.

### **Annual Leave**

You will be entitled to leave and holidays in accordance with the Company's Time-off policy, as may be amended from time to time.

### **Retirement Age**

Your normal retirement age with the Company will be set out in the Company's Retirement Policy in force at the relevant time.

### **Benefits**

You are eligible to participate in the Company benefit plans which are set out in the enclosed benefits summary and does not form part of this Agreement.

## Notice Period

Either you or the Company may terminate your employment by giving the other party at least 60 days written notice [or such lesser period of notice which applies during your Probationary Period].



## Confidentiality

It is important that you recognize that during your employment with the Company you will have access to, and be entrusted with, confidential information and trade secrets relating to the Company and its Group Companies and any of our clients and customers. Both during and after your employment you must comply with all policies and procedures relating to confidentiality, confidential information, trade secrets and any stricter policy which applies to your role.

## Data Privacy

You will comply with all Company policies and procedures relating to data protection.

You consent to and acknowledge and understand that the Company will collect and process your personal information (including sensitive personal information) in accordance with any applicable privacy notice provided to you by the Company, as may be updated by Company from time to time.

You acknowledge and understand that the Company may make such information available to any Group Company, those who provide products or services to the Company or to any Group Company (such as advisers and payroll and expenses administrators), regulatory authorities, potential or future employers, governmental or quasi-governmental organisations and potential purchasers of the Company or any Group Company or the business in which you work.

## Post-Termination Restrictions

To protect the interests of the Company and/or each Group Company, you must not for a period of 3 months following the termination of your employment (the "Restricted Period") be involved in or carry out certain non-solicitation or poaching activities as set out in further detail in your Detailed Terms & Conditions at paragraph 19.

## Training

You must complete mandatory training, which will be organised by the Company, and be dependent on your role and may include the following: (this list is not exhaustive)

- Code of Conduct/Code of Business Conduct & Ethics;
- Anti Bribery & Corruption;
- Financial Crime (including Anti-Money Laundering and Terrorist Financing);
- Personal Account Dealing;
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- Information Security; and
- Prevention of Sexual Harassment at Workplace.

Subject to meeting any eligibility requirements, you may also have the opportunity to undertake additional optional training. Full details are available from the Company intranet.



**Refinitiv India Shared Services Private Limited**

(Formerly known as F&R India Operations and Shared Services Private Limited)

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Tower 1, 841 Senapati Bapat Marg,  
Mumbai 400 013, Maharashtra, India

Phone: +91 22 6180 7001

Fax: +91 22 6180 7700

CIN: U72200MH2018FTC309675



27 April 2022

Dear MADHUSUDAN NAIK M,

Following our recent discussions, we are delighted to extend an offer of employment to you.

Enclosed is a Summary of Key Terms, any applicable Schedule/s and Detailed Terms and Conditions which set out important conditions relating to your employment and which, together, form your employment agreement ("Agreement") with Refinitiv India Shared Services Private Limited, now a part of LSEG, London Stock Exchange Group.

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Yours sincerely,

**Laura Thurston Group Head of Global Talent Acquisition & WFP**

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- (2) MADHUSUDAN NAIK M (the “Employee”)

**Name** MADHUSUDAN NAIK M

**Employing Company** Refinitiv India Shared Services Private Limited

You consent to the transfer of your employment under this agreement to a Group Company at any time during your employment.

**“Group Company”** means the Company and all companies which are for the time being either a Holding Company of the Company or a Subsidiary of either the Company or any such Holding Company, including any of their predecessors, successors or assigns or any company which is designated a Group Company at any time by the directors of the board of the London Stock Exchange Group(LSEG) or the Company and any firm, company, corporate or other entity or organisation:

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- (b) that directly or indirectly controls the Company; or
- (c) that is directly or indirectly controlled by a third party who also directly or indirectly controls the Company; or
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### **Salary**

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Salary is payable as per the normal payroll practices of the Company and in any case no later than the 10th of the following calendar month. Please see the Flexi Component Breakup schedule for more information.

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You acknowledge and understand that the Company may make such information available to any Group Company, those who provide products or services to the Company or to any Group Company (such as advisers and payroll and expenses administrators), regulatory authorities, potential or future employers, governmental or quasi-governmental organisations and potential purchasers of the Company or any Group Company or the business in which you work.

## Post-Termination Restrictions

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27 April 2022

Dear MANOJ SUBBAIAH M,

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- (2) MANOJ SUBBAIAH M (the “Employee”)

**Name** MANOJ SUBBAIAH M

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CIN: U72200MH2018FTC309675



27 April 2022

Dear MD OMAR KABIR,

Following our recent discussions, we are delighted to extend an offer of employment to you.

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We look forward to welcoming you to the Company.

Yours sincerely,

**Laura Thurston Group Head of Global Talent Acquisition & WFP**

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- (2) MD OMAR KABIR (the "Employee")

**Name** MD OMAR KABIR

**Employing Company** Refinitiv India Shared Services Private Limited

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Your role will be Associate Content Analyst , Division: Operations.

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You will work a minimum of 40 hours each week, plus any additional hours which the Company requires for the proper performance of your role. You may be entitled to overtime payments, please refer to the Special Shift Policy for more details.

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- Prevention of Sexual Harassment at Workplace.

Subject to meeting any eligibility requirements, you may also have the opportunity to undertake additional optional training. Full details are available from the Company intranet.

**Refinitiv India Shared Services Private Limited**

(Formerly known as F&R India Operations and Shared Services Private Limited)

Registered Office: One World Centre, 12th Floor

Tower 1, 841 Senapati Bapat Marg,  
Mumbai 400 013, Maharashtra, India

Phone: +91 22 6180 7001

Fax: +91 22 6180 7700

CIN: U72200MH2018FTC309675



27 April 2022

Dear MELVIN JOHNATHAN J,

Following our recent discussions, we are delighted to extend an offer of employment to you.

Enclosed is a Summary of Key Terms, any applicable Schedule/s and Detailed Terms and Conditions which set out important conditions relating to your employment and which, together, form your employment agreement ("Agreement") with Refinitiv India Shared Services Private Limited, now a part of LSEG, London Stock Exchange Group.

This offer is conditional upon you satisfying the relevant recruitment and screening conditions and procedures, and where applicable, the appropriate regulatory approvals.

On or before your first day of employment, you will need to provide written documentation which proves your eligibility to work in India.

You will also need to sign a copy of your Agreement (enclosed), confirming that you have read, understood and accept the terms set out in your Agreement.

We look forward to welcoming you to the Company.

Yours sincerely,

**Laura Thurston Group Head of Global Talent Acquisition & WFP**

**Encl**

- Summary of Key Terms
- Detailed Terms & Conditions
- Benefits Summary
- Data Privacy Policy

# Summary of Key Terms



THIS AGREEMENT is made on 27 April 2022.

BETWEEN

- (1) Refinitiv India Shared Services Private Limited, a company which has its registered office at One World Centre, 12th floor, Tower 1, 841 Senapati Bapat Marg, Mumbai 400 013, Maharashtra, India (the “Company”); and
- (2) MELVIN JOHNATHAN J (the “Employee”)

**Name** MELVIN JOHNATHAN J

**Employing Company** Refinitiv India Shared Services Private Limited

You consent to the transfer of your employment under this agreement to a Group Company at any time during your employment.

**“Group Company”** means the Company and all companies which are for the time being either a Holding Company of the Company or a Subsidiary of either the Company or any such Holding Company, including any of their predecessors, successors or assigns or any company which is designated a Group Company at any time by the directors of the board of the London Stock Exchange Group(LSEG) or the Company and any firm, company, corporate or other entity or organisation:

- (a) that is directly or indirectly controlled by the Company, or
- (b) that directly or indirectly controls the Company; or
- (c) that is directly or indirectly controlled by a third party who also directly or indirectly controls the Company; or
- (d) in which the Company or any Holding Company or Subsidiary is directly or indirectly beneficially interested in 10% (ten per cent) or more of that company's issued ordinary share capital.

**“Subsidiary and Holding Company”** in relation to a company mean “subsidiary” and “holding company” as defined in section 1159 of the Companies Act 2006.

## Position and Function

Your role will be Associate Content Analyst , Division: Operations.

## Place of Work

RMZ Infinity, Tower A & E, Old Madras Road, Benniganahalli, Bengaluru, India, 560016. You may be required to work in other locations as reasonably expected by the business and in accordance with the duties of your role

## Start Date

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### **Probation Period**

Your employment is subject to a Probationary Period of 6 months or any additional period which the Company requires. You will be advised in writing upon satisfactory completion of the Probation Period. If you receive no such communication, the Probation Period will be deemed to have been extended until the Company advises you in writing of confirmation in your appointment or notifying you otherwise.

During the Probationary Period either you or the Company can terminate your employment by giving the other party 30 days written notice.

### **Hours of Work**

You will work a minimum of 40 hours each week, plus any additional hours which the Company requires for the proper performance of your role. You may be entitled to overtime payments, please refer to the Special Shift Policy for more details.

### **Salary**

Your Total Fixed Pay (TFP) will be INR ₹3,00,000.00per annum and is inclusive of your Basic salary of INR ₹2,05,600.00per year, Employer's contribution towards Provident Fund of INR ₹23,472.00per year, Flexi Benefit Plan of INR ₹60,928.00 per year respectively (less tax and statutory deductions) (the "Salary").

Salary is payable as per the normal payroll practices of the Company and in any case no later than the 10th of the following calendar month. Please see the Flexi Component Breakup schedule for more information.

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You will be eligible to participate in the Quarterly Incentive Plan subject to its terms and conditions. The terms and conditions of the plan and the payments made thereunder may be varied from time to time by the Company in its absolute discretion as per the matrix which will be shared by your line manager on a quarterly basis.

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### **Annual Leave**

You will be entitled to leave and holidays in accordance with the Company's Time-off policy, as may be amended from time to time.

### **Retirement Age**

Your normal retirement age with the Company will be set out in the Company's Retirement Policy in force at the relevant time.

### **Benefits**

You are eligible to participate in the Company benefit plans which are set out in the enclosed benefits summary and does not form part of this Agreement.

## Notice Period

Either you or the Company may terminate your employment by giving the other party at least 60 days written notice [or such lesser period of notice which applies during your Probationary Period].



## Confidentiality

It is important that you recognize that during your employment with the Company you will have access to, and be entrusted with, confidential information and trade secrets relating to the Company and its Group Companies and any of our clients and customers. Both during and after your employment you must comply with all policies and procedures relating to confidentiality, confidential information, trade secrets and any stricter policy which applies to your role.

## Data Privacy

You will comply with all Company policies and procedures relating to data protection.

You consent to and acknowledge and understand that the Company will collect and process your personal information (including sensitive personal information) in accordance with any applicable privacy notice provided to you by the Company, as may be updated by Company from time to time.

You acknowledge and understand that the Company may make such information available to any Group Company, those who provide products or services to the Company or to any Group Company (such as advisers and payroll and expenses administrators), regulatory authorities, potential or future employers, governmental or quasi-governmental organisations and potential purchasers of the Company or any Group Company or the business in which you work.

## Post-Termination Restrictions

To protect the interests of the Company and/or each Group Company, you must not for a period of 3 months following the termination of your employment (the "Restricted Period") be involved in or carry out certain non-solicitation or poaching activities as set out in further detail in your Detailed Terms & Conditions at paragraph 19.

## Training

You must complete mandatory training, which will be organised by the Company, and be dependent on your role and may include the following: (this list is not exhaustive)

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- Financial Crime (including Anti-Money Laundering and Terrorist Financing);
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CIN: U72200MH2018FTC309675



27 April 2022

Dear MITHUN G,

Following our recent discussions, we are delighted to extend an offer of employment to you.

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You will also need to sign a copy of your Agreement (enclosed), confirming that you have read, understood and accept the terms set out in your Agreement.

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Yours sincerely,

**Laura Thurston Group Head of Global Talent Acquisition & WFP**

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- (2) MITHUN G (the "Employee")

**Name** MITHUN G

**Employing Company** Refinitiv India Shared Services Private Limited

You consent to the transfer of your employment under this agreement to a Group Company at any time during your employment.

**"Group Company"** means the Company and all companies which are for the time being either a Holding Company of the Company or a Subsidiary of either the Company or any such Holding Company, including any of their predecessors, successors or assigns or any company which is designated a Group Company at any time by the directors of the board of the London Stock Exchange Group (LSEG) or the Company and any firm, company, corporate or other entity or organisation:

- (a) that is directly or indirectly controlled by the Company, or
- (b) that directly or indirectly controls the Company; or
- (c) that is directly or indirectly controlled by a third party who also directly or indirectly controls the Company; or
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## Position and Function

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## Place of Work

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### **Hours of Work**

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### **Salary**

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## Data Privacy

You will comply with all Company policies and procedures relating to data protection.

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You acknowledge and understand that the Company may make such information available to any Group Company, those who provide products or services to the Company or to any Group Company (such as advisers and payroll and expenses administrators), regulatory authorities, potential or future employers, governmental or quasi-governmental organisations and potential purchasers of the Company or any Group Company or the business in which you work.

## Post-Termination Restrictions

To protect the interests of the Company and/or each Group Company, you must not for a period of 3 months following the termination of your employment (the "Restricted Period") be involved in or carry out certain non-solicitation or poaching activities as set out in further detail in your Detailed Terms & Conditions at paragraph 19.

## Training

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27 April 2022

Dear MOHAMMED ABDUL HANNAN SHARIEF,

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- (2) MOHAMMED ABDUL HANNAN SHARIEF (the “Employee”)

**Name** MOHAMMED ABDUL HANNAN SHARIEF

**Employing Company** Refinitiv India Shared Services Private Limited

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27 April 2022

Dear MOHAMMED AZAM S,

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**Name** MOHAMMED AZAM S

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### **Salary**

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You acknowledge and understand that the Company may make such information available to any Group Company, those who provide products or services to the Company or to any Group Company (such as advisers and payroll and expenses administrators), regulatory authorities, potential or future employers, governmental or quasi-governmental organisations and potential purchasers of the Company or any Group Company or the business in which you work.

## Post-Termination Restrictions

To protect the interests of the Company and/or each Group Company, you must not for a period of 3 months following the termination of your employment (the "Restricted Period") be involved in or carry out certain non-solicitation or poaching activities as set out in further detail in your Detailed Terms & Conditions at paragraph 19.

## Training

You must complete mandatory training, which will be organised by the Company, and be dependent on your role and may include the following: (this list is not exhaustive)

- Code of Conduct/Code of Business Conduct & Ethics;
- Anti Bribery & Corruption;
- Financial Crime (including Anti-Money Laundering and Terrorist Financing);
- Personal Account Dealing;
- Conflicts of interest;
- Information Security; and
- Prevention of Sexual Harassment at Workplace.

Subject to meeting any eligibility requirements, you may also have the opportunity to undertake additional optional training. Full details are available from the Company intranet.

**Refinitiv India Shared Services Private Limited**

(Formerly known as F&R India Operations and Shared Services Private Limited)

Registered Office: One World Centre, 12th Floor

Tower 1, 841 Senapati Bapat Marg,  
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Phone: +91 22 6180 7001

Fax: +91 22 6180 7700

CIN: U72200MH2018FTC309675



27 April 2022

Dear NANDHA KISHORE A,

Following our recent discussions, we are delighted to extend an offer of employment to you.

Enclosed is a Summary of Key Terms, any applicable Schedule/s and Detailed Terms and Conditions which set out important conditions relating to your employment and which, together, form your employment agreement ("Agreement") with Refinitiv India Shared Services Private Limited, now a part of LSEG, London Stock Exchange Group.

This offer is conditional upon you satisfying the relevant recruitment and screening conditions and procedures, and where applicable, the appropriate regulatory approvals.

On or before your first day of employment, you will need to provide written documentation which proves your eligibility to work in India.

You will also need to sign a copy of your Agreement (enclosed), confirming that you have read, understood and accept the terms set out in your Agreement.

We look forward to welcoming you to the Company.

Yours sincerely,

**Laura Thurston Group Head of Global Talent Acquisition & WFP**

**Encl**

- Summary of Key Terms
- Detailed Terms & Conditions
- Benefits Summary
- Data Privacy Policy

# Summary of Key Terms



THIS AGREEMENT is made on 27 April 2022.

BETWEEN

- (1) Refinitiv India Shared Services Private Limited, a company which has its registered office at One World Centre, 12th floor, Tower 1, 841 Senapati Bapat Marg, Mumbai 400 013, Maharashtra, India (the “Company”); and
- (2) NANDHA KISHORE A (the “Employee”)

**Name** NANDHA KISHORE A

**Employing Company** Refinitiv India Shared Services Private Limited

You consent to the transfer of your employment under this agreement to a Group Company at any time during your employment.

**“Group Company”** means the Company and all companies which are for the time being either a Holding Company of the Company or a Subsidiary of either the Company or any such Holding Company, including any of their predecessors, successors or assigns or any company which is designated a Group Company at any time by the directors of the board of the London Stock Exchange Group (LSEG) or the Company and any firm, company, corporate or other entity or organisation:

- (a) that is directly or indirectly controlled by the Company, or
- (b) that directly or indirectly controls the Company; or
- (c) that is directly or indirectly controlled by a third party who also directly or indirectly controls the Company; or
- (d) in which the Company or any Holding Company or Subsidiary is directly or indirectly beneficially interested in 10% (ten per cent) or more of that company's issued ordinary share capital.

**“Subsidiary and Holding Company”** in relation to a company mean “subsidiary” and “holding company” as defined in section 1159 of the Companies Act 2006.

## Position and Function

Your role will be Associate Content Analyst , Division: Operations.

## Place of Work

RMZ Infinity, Tower A & E, Old Madras Road, Benniganahalli, Bengaluru, India, 560016. You may be required to work in other locations as reasonably expected by the business and in accordance with the duties of your role

## Start Date

Your employment will commence on 23 May 2022 (the “Start Date”).

Your employment is subject to the Employment Requirements (set out in the Detailed Terms & Conditions) being met to the Company's satisfaction, as required .

Please inform the Company of any change in circumstances which may prevent you from starting work on the Start Date. Should your employment not commence on this date then the offer of employment and terms and conditions set out in the Agreement shall automatically lapse, be deemed void and have no purpose or effect.



### **Probation Period**

Your employment is subject to a Probationary Period of 6 months or any additional period which the Company requires. You will be advised in writing upon satisfactory completion of the Probation Period. If you receive no such communication, the Probation Period will be deemed to have been extended until the Company advises you in writing of confirmation in your appointment or notifying you otherwise.

During the Probationary Period either you or the Company can terminate your employment by giving the other party 30 days written notice.

### **Hours of Work**

You will work a minimum of 40 hours each week, plus any additional hours which the Company requires for the proper performance of your role. You may be entitled to overtime payments, please refer to the Special Shift Policy for more details.

### **Salary**

Your Total Fixed Pay (TFP) will be INR ₹3,00,000.00per annum and is inclusive of your Basic salary of INR ₹2,05,600.00per year, Employer's contribution towards Provident Fund of INR ₹23,472.00per year, Flexi Benefit Plan of INR ₹60,928.00 per year respectively (less tax and statutory deductions) (the "Salary").

Salary is payable as per the normal payroll practices of the Company and in any case no later than the 10th of the following calendar month. Please see the Flexi Component Breakup schedule for more information.

### **Quarterly Incentive Plan**

You will be eligible to participate in the Quarterly Incentive Plan subject to its terms and conditions. The terms and conditions of the plan and the payments made thereunder may be varied from time to time by the Company in its absolute discretion as per the matrix which will be shared by your line manager on a quarterly basis.

Should you be eligible to receive bonus under the Payment of Bonus Act, 1965 ("Bonus Act"), any variable pay amount as described in the paragraphs above will be deemed to be considered in satisfaction of (i.e., adjusted towards) the bonus payable based on profits as per the Bonus Act. If the variable pay amount payable to you, as described and calculated in the paragraphs above, is less than your entitlement under the Bonus Act, the differential amount shall separately be paid to you within the timelines set out under the Bonus Act.

### **Annual Leave**

You will be entitled to leave and holidays in accordance with the Company's Time-off policy, as may be amended from time to time.

### **Retirement Age**

Your normal retirement age with the Company will be set out in the Company's Retirement Policy in force at the relevant time.

### **Benefits**

You are eligible to participate in the Company benefit plans which are set out in the enclosed benefits summary and does not form part of this Agreement.

## Notice Period

Either you or the Company may terminate your employment by giving the other party at least 60 days written notice [or such lesser period of notice which applies during your Probationary Period].



## Confidentiality

It is important that you recognize that during your employment with the Company you will have access to, and be entrusted with, confidential information and trade secrets relating to the Company and its Group Companies and any of our clients and customers. Both during and after your employment you must comply with all policies and procedures relating to confidentiality, confidential information, trade secrets and any stricter policy which applies to your role.

## Data Privacy

You will comply with all Company policies and procedures relating to data protection.

You consent to and acknowledge and understand that the Company will collect and process your personal information (including sensitive personal information) in accordance with any applicable privacy notice provided to you by the Company, as may be updated by Company from time to time.

You acknowledge and understand that the Company may make such information available to any Group Company, those who provide products or services to the Company or to any Group Company (such as advisers and payroll and expenses administrators), regulatory authorities, potential or future employers, governmental or quasi-governmental organisations and potential purchasers of the Company or any Group Company or the business in which you work.

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## Training

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- Financial Crime (including Anti-Money Laundering and Terrorist Financing);
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CIN: U72200MH2018FTC309675



27 April 2022

Dear NEELAVENI R,

Following our recent discussions, we are delighted to extend an offer of employment to you.

Enclosed is a Summary of Key Terms, any applicable Schedule/s and Detailed Terms and Conditions which set out important conditions relating to your employment and which, together, form your employment agreement ("Agreement") with Refinitiv India Shared Services Private Limited, now a part of LSEG, London Stock Exchange Group.

This offer is conditional upon you satisfying the relevant recruitment and screening conditions and procedures, and where applicable, the appropriate regulatory approvals.

On or before your first day of employment, you will need to provide written documentation which proves your eligibility to work in India.

You will also need to sign a copy of your Agreement (enclosed), confirming that you have read, understood and accept the terms set out in your Agreement.

We look forward to welcoming you to the Company.

Yours sincerely,

**Laura Thurston Group Head of Global Talent Acquisition & WFP**

**Encl**

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# Summary of Key Terms



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BETWEEN

- (1) Refinitiv India Shared Services Private Limited, a company which has its registered office at One World Centre, 12th floor, Tower 1, 841 Senapati Bapat Marg, Mumbai 400 013, Maharashtra, India (the “Company”); and
- (2) NEELAVENI R (the “Employee”)

**Name** NEELAVENI R

**Employing Company** Refinitiv India Shared Services Private Limited

You consent to the transfer of your employment under this agreement to a Group Company at any time during your employment.

**“Group Company”** means the Company and all companies which are for the time being either a Holding Company of the Company or a Subsidiary of either the Company or any such Holding Company, including any of their predecessors, successors or assigns or any company which is designated a Group Company at any time by the directors of the board of the London Stock Exchange Group(LSEG) or the Company and any firm, company, corporate or other entity or organisation:

- (a) that is directly or indirectly controlled by the Company, or
- (b) that directly or indirectly controls the Company; or
- (c) that is directly or indirectly controlled by a third party who also directly or indirectly controls the Company; or
- (d) in which the Company or any Holding Company or Subsidiary is directly or indirectly beneficially interested in 10% (ten per cent) or more of that company's issued ordinary share capital.

**“Subsidiary and Holding Company”** in relation to a company mean “subsidiary” and “holding company” as defined in section 1159 of the Companies Act 2006.

## Position and Function

Your role will be Associate Content Analyst , Division: Operations.

## Place of Work

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## Start Date

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During the Probationary Period either you or the Company can terminate your employment by giving the other party 30 days written notice.

### **Hours of Work**

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### **Salary**

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Salary is payable as per the normal payroll practices of the Company and in any case no later than the 10th of the following calendar month. Please see the Flexi Component Breakup schedule for more information.

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You will be eligible to participate in the Quarterly Incentive Plan subject to its terms and conditions. The terms and conditions of the plan and the payments made thereunder may be varied from time to time by the Company in its absolute discretion as per the matrix which will be shared by your line manager on a quarterly basis.

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### **Benefits**

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## Notice Period

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## Data Privacy

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## Post-Termination Restrictions

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CIN: U72200MH2018FTC309675



27 April 2022

Dear NEETHU KUMAVAT,

Following our recent discussions, we are delighted to extend an offer of employment to you.

Enclosed is a Summary of Key Terms, any applicable Schedule/s and Detailed Terms and Conditions which set out important conditions relating to your employment and which, together, form your employment agreement ("Agreement") with Refinitiv India Shared Services Private Limited, now a part of LSEG, London Stock Exchange Group.

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We look forward to welcoming you to the Company.

Yours sincerely,

**Laura Thurston Group Head of Global Talent Acquisition & WFP**

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BETWEEN

- (1) Refinitiv India Shared Services Private Limited, a company which has its registered office at One World Centre, 12th floor, Tower 1, 841 Senapati Bapat Marg, Mumbai 400 013, Maharashtra, India (the “Company”); and
- (2) NEETHU KUMAVAT (the “Employee”)

**Name** NEETHU KUMAVAT

**Employing Company** Refinitiv India Shared Services Private Limited

You consent to the transfer of your employment under this agreement to a Group Company at any time during your employment.

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Your role will be Associate Content Analyst , Division: Operations.

## Place of Work

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### **Salary**

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### **Retirement Age**

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### **Benefits**

You are eligible to participate in the Company benefit plans which are set out in the enclosed benefits summary and does not form part of this Agreement.

## Notice Period

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CIN: U72200MH2018FTC309675



27 April 2022

Dear NIKHIL JOSE,

Following our recent discussions, we are delighted to extend an offer of employment to you.

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We look forward to welcoming you to the Company.

Yours sincerely,

**Laura Thurston Group Head of Global Talent Acquisition & WFP**

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- (2) NIKHIL JOSE (the "Employee")

**Name** NIKHIL JOSE

**Employing Company** Refinitiv India Shared Services Private Limited

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## Position and Function

Your role will be Associate Content Analyst , Division: Operations.

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During the Probationary Period either you or the Company can terminate your employment by giving the other party 30 days written notice.

### **Hours of Work**

You will work a minimum of 40 hours each week, plus any additional hours which the Company requires for the proper performance of your role. You may be entitled to overtime payments, please refer to the Special Shift Policy for more details.

### **Salary**

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### **Annual Leave**

You will be entitled to leave and holidays in accordance with the Company's Time-off policy, as may be amended from time to time.

### **Retirement Age**

Your normal retirement age with the Company will be set out in the Company's Retirement Policy in force at the relevant time.

### **Benefits**

You are eligible to participate in the Company benefit plans which are set out in the enclosed benefits summary and does not form part of this Agreement.

## Notice Period

Either you or the Company may terminate your employment by giving the other party at least 60 days written notice [or such lesser period of notice which applies during your Probationary Period].



## Confidentiality

It is important that you recognize that during your employment with the Company you will have access to, and be entrusted with, confidential information and trade secrets relating to the Company and its Group Companies and any of our clients and customers. Both during and after your employment you must comply with all policies and procedures relating to confidentiality, confidential information, trade secrets and any stricter policy which applies to your role.

## Data Privacy

You will comply with all Company policies and procedures relating to data protection.

You consent to and acknowledge and understand that the Company will collect and process your personal information (including sensitive personal information) in accordance with any applicable privacy notice provided to you by the Company, as may be updated by Company from time to time.

You acknowledge and understand that the Company may make such information available to any Group Company, those who provide products or services to the Company or to any Group Company (such as advisers and payroll and expenses administrators), regulatory authorities, potential or future employers, governmental or quasi-governmental organisations and potential purchasers of the Company or any Group Company or the business in which you work.

## Post-Termination Restrictions

To protect the interests of the Company and/or each Group Company, you must not for a period of 3 months following the termination of your employment (the "Restricted Period") be involved in or carry out certain non-solicitation or poaching activities as set out in further detail in your Detailed Terms & Conditions at paragraph 19.

## Training

You must complete mandatory training, which will be organised by the Company, and be dependent on your role and may include the following: (this list is not exhaustive)

- Code of Conduct/Code of Business Conduct & Ethics;
- Anti Bribery & Corruption;
- Financial Crime (including Anti-Money Laundering and Terrorist Financing);
- Personal Account Dealing;
- Conflicts of interest;
- Information Security; and
- Prevention of Sexual Harassment at Workplace.

Subject to meeting any eligibility requirements, you may also have the opportunity to undertake additional optional training. Full details are available from the Company intranet.

**Refinitiv India Shared Services Private Limited**

(Formerly known as F&R India Operations and Shared Services Private Limited)

Registered Office: One World Centre, 12th Floor

Tower 1, 841 Senapati Bapat Marg,  
Mumbai 400 013, Maharashtra, India

Phone: +91 22 6180 7001

Fax: +91 22 6180 7700

CIN: U72200MH2018FTC309675



27 April 2022

Dear NIKITHA B,

Following our recent discussions, we are delighted to extend an offer of employment to you.

Enclosed is a Summary of Key Terms, any applicable Schedule/s and Detailed Terms and Conditions which set out important conditions relating to your employment and which, together, form your employment agreement ("Agreement") with Refinitiv India Shared Services Private Limited, now a part of LSEG, London Stock Exchange Group.

This offer is conditional upon you satisfying the relevant recruitment and screening conditions and procedures, and where applicable, the appropriate regulatory approvals.

On or before your first day of employment, you will need to provide written documentation which proves your eligibility to work in India.

You will also need to sign a copy of your Agreement (enclosed), confirming that you have read, understood and accept the terms set out in your Agreement.

We look forward to welcoming you to the Company.

Yours sincerely,

**Laura Thurston Group Head of Global Talent Acquisition & WFP**

**Encl**

- Summary of Key Terms
- Detailed Terms & Conditions
- Benefits Summary
- Data Privacy Policy

# Summary of Key Terms



THIS AGREEMENT is made on 27 April 2022.

BETWEEN

- (1) Refinitiv India Shared Services Private Limited, a company which has its registered office at One World Centre, 12th floor, Tower 1, 841 Senapati Bapat Marg, Mumbai 400 013, Maharashtra, India (the “Company”); and
- (2) NIKITHA B (the “Employee”)

**Name** NIKITHA B

**Employing Company** Refinitiv India Shared Services Private Limited

You consent to the transfer of your employment under this agreement to a Group Company at any time during your employment.

**“Group Company”** means the Company and all companies which are for the time being either a Holding Company of the Company or a Subsidiary of either the Company or any such Holding Company, including any of their predecessors, successors or assigns or any company which is designated a Group Company at any time by the directors of the board of the London Stock Exchange Group(LSEG) or the Company and any firm, company, corporate or other entity or organisation:

- (a) that is directly or indirectly controlled by the Company, or
- (b) that directly or indirectly controls the Company; or
- (c) that is directly or indirectly controlled by a third party who also directly or indirectly controls the Company; or
- (d) in which the Company or any Holding Company or Subsidiary is directly or indirectly beneficially interested in 10% (ten per cent) or more of that company's issued ordinary share capital.

**“Subsidiary and Holding Company”** in relation to a company mean “subsidiary” and “holding company” as defined in section 1159 of the Companies Act 2006.

## Position and Function

Your role will be Associate Content Analyst , Division: Operations.

## Place of Work

RMZ Infinity, Tower A & E, Old Madras Road, Benniganahalli, Bengaluru, India, 560016. You may be required to work in other locations as reasonably expected by the business and in accordance with the duties of your role

## Start Date

Your employment will commence on 23 May 2022(the “Start Date”).

Your employment is subject to the Employment Requirements (set out in the Detailed Terms & Conditions) being met to the Company's satisfaction, as required .

Please inform the Company of any change in circumstances which may prevent you from starting work on the Start Date. Should your employment not commence on this date then the offer of employment and terms and conditions set out in the Agreement shall automatically lapse, be deemed void and have no purpose or effect.



### **Probation Period**

Your employment is subject to a Probationary Period of 6 months or any additional period which the Company requires. You will be advised in writing upon satisfactory completion of the Probation Period. If you receive no such communication, the Probation Period will be deemed to have been extended until the Company advises you in writing of confirmation in your appointment or notifying you otherwise.

During the Probationary Period either you or the Company can terminate your employment by giving the other party 30 days written notice.

### **Hours of Work**

You will work a minimum of 40 hours each week, plus any additional hours which the Company requires for the proper performance of your role. You may be entitled to overtime payments, please refer to the Special Shift Policy for more details.

### **Salary**

Your Total Fixed Pay (TFP) will be INR ₹3,00,000.00per annum and is inclusive of your Basic salary of INR ₹2,05,600.00per year, Employer's contribution towards Provident Fund of INR ₹23,472.00per year, Flexi Benefit Plan of INR ₹60,928.00 per year respectively (less tax and statutory deductions) (the "Salary").

Salary is payable as per the normal payroll practices of the Company and in any case no later than the 10th of the following calendar month. Please see the Flexi Component Breakup schedule for more information.

### **Quarterly Incentive Plan**

You will be eligible to participate in the Quarterly Incentive Plan subject to its terms and conditions. The terms and conditions of the plan and the payments made thereunder may be varied from time to time by the Company in its absolute discretion as per the matrix which will be shared by your line manager on a quarterly basis.

Should you be eligible to receive bonus under the Payment of Bonus Act, 1965 ("Bonus Act"), any variable pay amount as described in the paragraphs above will be deemed to be considered in satisfaction of (i.e., adjusted towards) the bonus payable based on profits as per the Bonus Act. If the variable pay amount payable to you, as described and calculated in the paragraphs above, is less than your entitlement under the Bonus Act, the differential amount shall separately be paid to you within the timelines set out under the Bonus Act.

### **Annual Leave**

You will be entitled to leave and holidays in accordance with the Company's Time-off policy, as may be amended from time to time.

### **Retirement Age**

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### **Benefits**

You are eligible to participate in the Company benefit plans which are set out in the enclosed benefits summary and does not form part of this Agreement.

## Notice Period

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## Confidentiality

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You will comply with all Company policies and procedures relating to data protection.

You consent to and acknowledge and understand that the Company will collect and process your personal information (including sensitive personal information) in accordance with any applicable privacy notice provided to you by the Company, as may be updated by Company from time to time.

You acknowledge and understand that the Company may make such information available to any Group Company, those who provide products or services to the Company or to any Group Company (such as advisers and payroll and expenses administrators), regulatory authorities, potential or future employers, governmental or quasi-governmental organisations and potential purchasers of the Company or any Group Company or the business in which you work.

## Post-Termination Restrictions

To protect the interests of the Company and/or each Group Company, you must not for a period of 3 months following the termination of your employment (the "Restricted Period") be involved in or carry out certain non-solicitation or poaching activities as set out in further detail in your Detailed Terms & Conditions at paragraph 19.

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You must complete mandatory training, which will be organised by the Company, and be dependent on your role and may include the following: (this list is not exhaustive)

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- Prevention of Sexual Harassment at Workplace.

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CIN: U72200MH2018FTC309675



27 April 2022

Dear NIKITHA JAYAPRAKASH,

Following our recent discussions, we are delighted to extend an offer of employment to you.

Enclosed is a Summary of Key Terms, any applicable Schedule/s and Detailed Terms and Conditions which set out important conditions relating to your employment and which, together, form your employment agreement ("Agreement") with Refinitiv India Shared Services Private Limited, now a part of LSEG, London Stock Exchange Group.

This offer is conditional upon you satisfying the relevant recruitment and screening conditions and procedures, and where applicable, the appropriate regulatory approvals.

On or before your first day of employment, you will need to provide written documentation which proves your eligibility to work in India.

You will also need to sign a copy of your Agreement (enclosed), confirming that you have read, understood and accept the terms set out in your Agreement.

We look forward to welcoming you to the Company.

Yours sincerely,

**Laura Thurston Group Head of Global Talent Acquisition & WFP**

**Encl**

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# Summary of Key Terms



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BETWEEN

- (1) Refinitiv India Shared Services Private Limited, a company which has its registered office at One World Centre, 12th floor, Tower 1, 841 Senapati Bapat Marg, Mumbai 400 013, Maharashtra, India (the “Company”); and
- (2) NIKITHA JAYAPRAKASH (the “Employee”)

**Name** NIKITHA JAYAPRAKASH

**Employing Company** Refinitiv India Shared Services Private Limited

You consent to the transfer of your employment under this agreement to a Group Company at any time during your employment.

**“Group Company”** means the Company and all companies which are for the time being either a Holding Company of the Company or a Subsidiary of either the Company or any such Holding Company, including any of their predecessors, successors or assigns or any company which is designated a Group Company at any time by the directors of the board of the London Stock Exchange Group(LSEG) or the Company and any firm, company, corporate or other entity or organisation:

- (a) that is directly or indirectly controlled by the Company, or
- (b) that directly or indirectly controls the Company; or
- (c) that is directly or indirectly controlled by a third party who also directly or indirectly controls the Company; or
- (d) in which the Company or any Holding Company or Subsidiary is directly or indirectly beneficially interested in 10% (ten per cent) or more of that company's issued ordinary share capital.

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## Position and Function

Your role will be Associate Content Analyst , Division: Operations.

## Place of Work

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## Start Date

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During the Probationary Period either you or the Company can terminate your employment by giving the other party 30 days written notice.

### **Hours of Work**

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### **Salary**

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Salary is payable as per the normal payroll practices of the Company and in any case no later than the 10th of the following calendar month. Please see the Flexi Component Breakup schedule for more information.

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You will be entitled to leave and holidays in accordance with the Company's Time-off policy, as may be amended from time to time.

### **Retirement Age**

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## Post-Termination Restrictions

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## Training

You must complete mandatory training, which will be organised by the Company, and be dependent on your role and may include the following: (this list is not exhaustive)

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CIN: U72200MH2018FTC309675



27 April 2022

Dear NIRANJAN S,

Following our recent discussions, we are delighted to extend an offer of employment to you.

Enclosed is a Summary of Key Terms, any applicable Schedule/s and Detailed Terms and Conditions which set out important conditions relating to your employment and which, together, form your employment agreement ("Agreement") with Refinitiv India Shared Services Private Limited, now a part of LSEG, London Stock Exchange Group.

This offer is conditional upon you satisfying the relevant recruitment and screening conditions and procedures, and where applicable, the appropriate regulatory approvals.

On or before your first day of employment, you will need to provide written documentation which proves your eligibility to work in India.

You will also need to sign a copy of your Agreement (enclosed), confirming that you have read, understood and accept the terms set out in your Agreement.

We look forward to welcoming you to the Company.

Yours sincerely,

**Laura Thurston Group Head of Global Talent Acquisition & WFP**

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# Summary of Key Terms



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BETWEEN

- (1) Refinitiv India Shared Services Private Limited, a company which has its registered office at One World Centre, 12th floor, Tower 1, 841 Senapati Bapat Marg, Mumbai 400 013, Maharashtra, India (the "Company"); and
- (2) NIRANJAN S (the "Employee")

**Name** NIRANJAN S

**Employing Company** Refinitiv India Shared Services Private Limited

You consent to the transfer of your employment under this agreement to a Group Company at any time during your employment.

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**"Subsidiary and Holding Company"** in relation to a company mean "subsidiary" and "holding company" as defined in section 1159 of the Companies Act 2006.

## Position and Function

Your role will be Associate Content Analyst , Division: Operations.

## Place of Work

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## Start Date

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### **Salary**

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## Notice Period

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You acknowledge and understand that the Company may make such information available to any Group Company, those who provide products or services to the Company or to any Group Company (such as advisers and payroll and expenses administrators), regulatory authorities, potential or future employers, governmental or quasi-governmental organisations and potential purchasers of the Company or any Group Company or the business in which you work.

## Post-Termination Restrictions

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CIN: U72200MH2018FTC309675



27 April 2022

Dear PATRICK PRAJWAL H,

Following our recent discussions, we are delighted to extend an offer of employment to you.

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This offer is conditional upon you satisfying the relevant recruitment and screening conditions and procedures, and where applicable, the appropriate regulatory approvals.

On or before your first day of employment, you will need to provide written documentation which proves your eligibility to work in India.

You will also need to sign a copy of your Agreement (enclosed), confirming that you have read, understood and accept the terms set out in your Agreement.

We look forward to welcoming you to the Company.

Yours sincerely,

**Laura Thurston Group Head of Global Talent Acquisition & WFP**

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- (2) PATRICK PRAJWAL H (the “Employee”)

**Name** PATRICK PRAJWAL H

**Employing Company** Refinitiv India Shared Services Private Limited

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- (c) that is directly or indirectly controlled by a third party who also directly or indirectly controls the Company; or
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Your role will be Associate Content Analyst , Division: Operations.

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During the Probationary Period either you or the Company can terminate your employment by giving the other party 30 days written notice.

### **Hours of Work**

You will work a minimum of 40 hours each week, plus any additional hours which the Company requires for the proper performance of your role. You may be entitled to overtime payments, please refer to the Special Shift Policy for more details.

### **Salary**

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Salary is payable as per the normal payroll practices of the Company and in any case no later than the 10th of the following calendar month. Please see the Flexi Component Breakup schedule for more information.

### **Quarterly Incentive Plan**

You will be eligible to participate in the Quarterly Incentive Plan subject to its terms and conditions. The terms and conditions of the plan and the payments made thereunder may be varied from time to time by the Company in its absolute discretion as per the matrix which will be shared by your line manager on a quarterly basis.

Should you be eligible to receive bonus under the Payment of Bonus Act, 1965 ("Bonus Act"), any variable pay amount as described in the paragraphs above will be deemed to be considered in satisfaction of (i.e., adjusted towards) the bonus payable based on profits as per the Bonus Act. If the variable pay amount payable to you, as described and calculated in the paragraphs above, is less than your entitlement under the Bonus Act, the differential amount shall separately be paid to you within the timelines set out under the Bonus Act.

### **Annual Leave**

You will be entitled to leave and holidays in accordance with the Company's Time-off policy, as may be amended from time to time.

### **Retirement Age**

Your normal retirement age with the Company will be set out in the Company's Retirement Policy in force at the relevant time.

### **Benefits**

You are eligible to participate in the Company benefit plans which are set out in the enclosed benefits summary and does not form part of this Agreement.

## Notice Period

Either you or the Company may terminate your employment by giving the other party at least 60 days written notice [or such lesser period of notice which applies during your Probationary Period].



## Confidentiality

It is important that you recognize that during your employment with the Company you will have access to, and be entrusted with, confidential information and trade secrets relating to the Company and its Group Companies and any of our clients and customers. Both during and after your employment you must comply with all policies and procedures relating to confidentiality, confidential information, trade secrets and any stricter policy which applies to your role.

## Data Privacy

You will comply with all Company policies and procedures relating to data protection.

You consent to and acknowledge and understand that the Company will collect and process your personal information (including sensitive personal information) in accordance with any applicable privacy notice provided to you by the Company, as may be updated by Company from time to time.

You acknowledge and understand that the Company may make such information available to any Group Company, those who provide products or services to the Company or to any Group Company (such as advisers and payroll and expenses administrators), regulatory authorities, potential or future employers, governmental or quasi-governmental organisations and potential purchasers of the Company or any Group Company or the business in which you work.

## Post-Termination Restrictions

To protect the interests of the Company and/or each Group Company, you must not for a period of 3 months following the termination of your employment (the "Restricted Period") be involved in or carry out certain non-solicitation or poaching activities as set out in further detail in your Detailed Terms & Conditions at paragraph 19.

## Training

You must complete mandatory training, which will be organised by the Company, and be dependent on your role and may include the following: (this list is not exhaustive)

- Code of Conduct/Code of Business Conduct & Ethics;
- Anti Bribery & Corruption;
- Financial Crime (including Anti-Money Laundering and Terrorist Financing);
- Personal Account Dealing;
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- Information Security; and
- Prevention of Sexual Harassment at Workplace.

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**Refinitiv India Shared Services Private Limited**

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Phone: +91 22 6180 7001

Fax: +91 22 6180 7700

CIN: U72200MH2018FTC309675



27 April 2022

Dear PAVITHRA V R,

Following our recent discussions, we are delighted to extend an offer of employment to you.

Enclosed is a Summary of Key Terms, any applicable Schedule/s and Detailed Terms and Conditions which set out important conditions relating to your employment and which, together, form your employment agreement ("Agreement") with Refinitiv India Shared Services Private Limited, now a part of LSEG, London Stock Exchange Group.

This offer is conditional upon you satisfying the relevant recruitment and screening conditions and procedures, and where applicable, the appropriate regulatory approvals.

On or before your first day of employment, you will need to provide written documentation which proves your eligibility to work in India.

You will also need to sign a copy of your Agreement (enclosed), confirming that you have read, understood and accept the terms set out in your Agreement.

We look forward to welcoming you to the Company.

Yours sincerely,

**Laura Thurston Group Head of Global Talent Acquisition & WFP**

**Encl**

- Summary of Key Terms
- Detailed Terms & Conditions
- Benefits Summary
- Data Privacy Policy

# Summary of Key Terms



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BETWEEN

- (1) Refinitiv India Shared Services Private Limited, a company which has its registered office at One World Centre, 12th floor, Tower 1, 841 Senapati Bapat Marg, Mumbai 400 013, Maharashtra, India (the “Company”); and
- (2) PAVITHRA V R (the “Employee”)

**Name** PAVITHRA V R

**Employing Company** Refinitiv India Shared Services Private Limited

You consent to the transfer of your employment under this agreement to a Group Company at any time during your employment.

**“Group Company”** means the Company and all companies which are for the time being either a Holding Company of the Company or a Subsidiary of either the Company or any such Holding Company, including any of their predecessors, successors or assigns or any company which is designated a Group Company at any time by the directors of the board of the London Stock Exchange Group(LSEG) or the Company and any firm, company, corporate or other entity or organisation:

- (a) that is directly or indirectly controlled by the Company, or
- (b) that directly or indirectly controls the Company; or
- (c) that is directly or indirectly controlled by a third party who also directly or indirectly controls the Company; or
- (d) in which the Company or any Holding Company or Subsidiary is directly or indirectly beneficially interested in 10% (ten per cent) or more of that company's issued ordinary share capital.

**“Subsidiary and Holding Company”** in relation to a company mean “subsidiary” and “holding company” as defined in section 1159 of the Companies Act 2006.

## Position and Function

Your role will be Associate Content Analyst , Division: Operations.

## Place of Work

RMZ Infinity, Tower A & E, Old Madras Road, Benniganahalli, Bengaluru, India, 560016. You may be required to work in other locations as reasonably expected by the business and in accordance with the duties of your role

## Start Date

Your employment will commence on 23 May 2022(the “Start Date”).

Your employment is subject to the Employment Requirements (set out in the Detailed Terms & Conditions) being met to the Company's satisfaction, as required .

Please inform the Company of any change in circumstances which may prevent you from starting work on the Start Date. Should your employment not commence on this date then the offer of employment and terms and conditions set out in the Agreement shall automatically lapse, be deemed void and have no purpose or effect.



### **Probation Period**

Your employment is subject to a Probationary Period of 6 months or any additional period which the Company requires. You will be advised in writing upon satisfactory completion of the Probation Period. If you receive no such communication, the Probation Period will be deemed to have been extended until the Company advises you in writing of confirmation in your appointment or notifying you otherwise.

During the Probationary Period either you or the Company can terminate your employment by giving the other party 30 days written notice.

### **Hours of Work**

You will work a minimum of 40 hours each week, plus any additional hours which the Company requires for the proper performance of your role. You may be entitled to overtime payments, please refer to the Special Shift Policy for more details.

### **Salary**

Your Total Fixed Pay (TFP) will be INR ₹3,00,000.00per annum and is inclusive of your Basic salary of INR ₹2,05,600.00per year, Employer's contribution towards Provident Fund of INR ₹23,472.00per year, Flexi Benefit Plan of INR ₹60,928.00 per year respectively (less tax and statutory deductions) (the "Salary").

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To protect the interests of the Company and/or each Group Company, you must not for a period of 3 months following the termination of your employment (the "Restricted Period") be involved in or carry out certain non-solicitation or poaching activities as set out in further detail in your Detailed Terms & Conditions at paragraph 19.

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CIN: U72200MH2018FTC309675



27 April 2022

Dear PRASHANTH P,

Following our recent discussions, we are delighted to extend an offer of employment to you.

Enclosed is a Summary of Key Terms, any applicable Schedule/s and Detailed Terms and Conditions which set out important conditions relating to your employment and which, together, form your employment agreement ("Agreement") with Refinitiv India Shared Services Private Limited, now a part of LSEG, London Stock Exchange Group.

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You will also need to sign a copy of your Agreement (enclosed), confirming that you have read, understood and accept the terms set out in your Agreement.

We look forward to welcoming you to the Company.

Yours sincerely,

**Laura Thurston Group Head of Global Talent Acquisition & WFP**

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# Summary of Key Terms



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BETWEEN

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- (2) PRASHANTH P (the “Employee”)

**Name** PRASHANTH P

**Employing Company** Refinitiv India Shared Services Private Limited

You consent to the transfer of your employment under this agreement to a Group Company at any time during your employment.

**“Group Company”** means the Company and all companies which are for the time being either a Holding Company of the Company or a Subsidiary of either the Company or any such Holding Company, including any of their predecessors, successors or assigns or any company which is designated a Group Company at any time by the directors of the board of the London Stock Exchange Group(LSEG) or the Company and any firm, company, corporate or other entity or organisation:

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- (c) that is directly or indirectly controlled by a third party who also directly or indirectly controls the Company; or
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Your role will be Associate Content Analyst , Division: Operations.

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## Post-Termination Restrictions

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27 April 2022

Dear PRATHESHA JOSHNA,

Following our recent discussions, we are delighted to extend an offer of employment to you.

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We look forward to welcoming you to the Company.

Yours sincerely,

**Laura Thurston Group Head of Global Talent Acquisition & WFP**

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BETWEEN

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- (2) PRATHESHA JOSHNA (the “Employee”)

**Name** PRATHESHA JOSHNA

**Employing Company** Refinitiv India Shared Services Private Limited

You consent to the transfer of your employment under this agreement to a Group Company at any time during your employment.

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## Position and Function

Your role will be Associate Content Analyst , Division: Operations.

## Place of Work

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27 April 2022

Dear R RAKSHITH,

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- (2) R RAKSHITH (the “Employee”)

**Name** R RAKSHITH

**Employing Company** Refinitiv India Shared Services Private Limited

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During the Probationary Period either you or the Company can terminate your employment by giving the other party 30 days written notice.

### **Hours of Work**

You will work a minimum of 40 hours each week, plus any additional hours which the Company requires for the proper performance of your role. You may be entitled to overtime payments, please refer to the Special Shift Policy for more details.

### **Salary**

Your Total Fixed Pay (TFP) will be INR ₹3,00,000.00per annum and is inclusive of your Basic salary of INR ₹2,05,600.00per year, Employer's contribution towards Provident Fund of INR ₹23,472.00per year, Flexi Benefit Plan of INR ₹60,928.00 per year respectively (less tax and statutory deductions) (the "Salary").

Salary is payable as per the normal payroll practices of the Company and in any case no later than the 10th of the following calendar month. Please see the Flexi Component Breakup schedule for more information.

### **Quarterly Incentive Plan**

You will be eligible to participate in the Quarterly Incentive Plan subject to its terms and conditions. The terms and conditions of the plan and the payments made thereunder may be varied from time to time by the Company in its absolute discretion as per the matrix which will be shared by your line manager on a quarterly basis.

Should you be eligible to receive bonus under the Payment of Bonus Act, 1965 ("Bonus Act"), any variable pay amount as described in the paragraphs above will be deemed to be considered in satisfaction of (i.e., adjusted towards) the bonus payable based on profits as per the Bonus Act. If the variable pay amount payable to you, as described and calculated in the paragraphs above, is less than your entitlement under the Bonus Act, the differential amount shall separately be paid to you within the timelines set out under the Bonus Act.

### **Annual Leave**

You will be entitled to leave and holidays in accordance with the Company's Time-off policy, as may be amended from time to time.

### **Retirement Age**

Your normal retirement age with the Company will be set out in the Company's Retirement Policy in force at the relevant time.

### **Benefits**

You are eligible to participate in the Company benefit plans which are set out in the enclosed benefits summary and does not form part of this Agreement.

## Notice Period

Either you or the Company may terminate your employment by giving the other party at least 60 days written notice [or such lesser period of notice which applies during your Probationary Period].



## Confidentiality

It is important that you recognize that during your employment with the Company you will have access to, and be entrusted with, confidential information and trade secrets relating to the Company and its Group Companies and any of our clients and customers. Both during and after your employment you must comply with all policies and procedures relating to confidentiality, confidential information, trade secrets and any stricter policy which applies to your role.

## Data Privacy

You will comply with all Company policies and procedures relating to data protection.

You consent to and acknowledge and understand that the Company will collect and process your personal information (including sensitive personal information) in accordance with any applicable privacy notice provided to you by the Company, as may be updated by Company from time to time.

You acknowledge and understand that the Company may make such information available to any Group Company, those who provide products or services to the Company or to any Group Company (such as advisers and payroll and expenses administrators), regulatory authorities, potential or future employers, governmental or quasi-governmental organisations and potential purchasers of the Company or any Group Company or the business in which you work.

## Post-Termination Restrictions

To protect the interests of the Company and/or each Group Company, you must not for a period of 3 months following the termination of your employment (the "Restricted Period") be involved in or carry out certain non-solicitation or poaching activities as set out in further detail in your Detailed Terms & Conditions at paragraph 19.

## Training

You must complete mandatory training, which will be organised by the Company, and be dependent on your role and may include the following: (this list is not exhaustive)

- Code of Conduct/Code of Business Conduct & Ethics;
- Anti Bribery & Corruption;
- Financial Crime (including Anti-Money Laundering and Terrorist Financing);
- Personal Account Dealing;
- Conflicts of interest;
- Information Security; and
- Prevention of Sexual Harassment at Workplace.

Subject to meeting any eligibility requirements, you may also have the opportunity to undertake additional optional training. Full details are available from the Company intranet.

**Refinitiv India Shared Services Private Limited**

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Mumbai 400 013, Maharashtra, India

Phone: +91 22 6180 7001

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CIN: U72200MH2018FTC309675



27 April 2022

Dear RAMYA G,

Following our recent discussions, we are delighted to extend an offer of employment to you.

Enclosed is a Summary of Key Terms, any applicable Schedule/s and Detailed Terms and Conditions which set out important conditions relating to your employment and which, together, form your employment agreement ("Agreement") with Refinitiv India Shared Services Private Limited, now a part of LSEG, London Stock Exchange Group.

This offer is conditional upon you satisfying the relevant recruitment and screening conditions and procedures, and where applicable, the appropriate regulatory approvals.

On or before your first day of employment, you will need to provide written documentation which proves your eligibility to work in India.

You will also need to sign a copy of your Agreement (enclosed), confirming that you have read, understood and accept the terms set out in your Agreement.

We look forward to welcoming you to the Company.

Yours sincerely,

**Laura Thurston Group Head of Global Talent Acquisition & WFP**

**Encl**

- Summary of Key Terms
- Detailed Terms & Conditions
- Benefits Summary
- Data Privacy Policy

# Summary of Key Terms



THIS AGREEMENT is made on 27 April 2022.

BETWEEN

- (1) Refinitiv India Shared Services Private Limited, a company which has its registered office at One World Centre, 12th floor, Tower 1, 841 Senapati Bapat Marg, Mumbai 400 013, Maharashtra, India (the “Company”); and
- (2) RAMYA G (the “Employee”)

**Name** RAMYA G

**Employing Company** Refinitiv India Shared Services Private Limited

You consent to the transfer of your employment under this agreement to a Group Company at any time during your employment.

**“Group Company”** means the Company and all companies which are for the time being either a Holding Company of the Company or a Subsidiary of either the Company or any such Holding Company, including any of their predecessors, successors or assigns or any company which is designated a Group Company at any time by the directors of the board of the London Stock Exchange Group(LSEG) or the Company and any firm, company, corporate or other entity or organisation:

- (a) that is directly or indirectly controlled by the Company, or
- (b) that directly or indirectly controls the Company; or
- (c) that is directly or indirectly controlled by a third party who also directly or indirectly controls the Company; or
- (d) in which the Company or any Holding Company or Subsidiary is directly or indirectly beneficially interested in 10% (ten per cent) or more of that company's issued ordinary share capital.

**“Subsidiary and Holding Company”** in relation to a company mean “subsidiary” and “holding company” as defined in section 1159 of the Companies Act 2006.

## Position and Function

Your role will be Associate Content Analyst , Division: Operations.

## Place of Work

RMZ Infinity, Tower A & E, Old Madras Road, Benniganahalli, Bengaluru, India, 560016. You may be required to work in other locations as reasonably expected by the business and in accordance with the duties of your role

## Start Date

Your employment will commence on 23 May 2022(the “Start Date”).

Your employment is subject to the Employment Requirements (set out in the Detailed Terms & Conditions) being met to the Company's satisfaction, as required .

Please inform the Company of any change in circumstances which may prevent you from starting work on the Start Date. Should your employment not commence on this date then the offer of employment and terms and conditions set out in the Agreement shall automatically lapse, be deemed void and have no purpose or effect.



### **Probation Period**

Your employment is subject to a Probationary Period of 6 months or any additional period which the Company requires. You will be advised in writing upon satisfactory completion of the Probation Period. If you receive no such communication, the Probation Period will be deemed to have been extended until the Company advises you in writing of confirmation in your appointment or notifying you otherwise.

During the Probationary Period either you or the Company can terminate your employment by giving the other party 30 days written notice.

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### **Salary**

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Salary is payable as per the normal payroll practices of the Company and in any case no later than the 10th of the following calendar month. Please see the Flexi Component Breakup schedule for more information.

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It is important that you recognize that during your employment with the Company you will have access to, and be entrusted with, confidential information and trade secrets relating to the Company and its Group Companies and any of our clients and customers. Both during and after your employment you must comply with all policies and procedures relating to confidentiality, confidential information, trade secrets and any stricter policy which applies to your role.

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You consent to and acknowledge and understand that the Company will collect and process your personal information (including sensitive personal information) in accordance with any applicable privacy notice provided to you by the Company, as may be updated by Company from time to time.

You acknowledge and understand that the Company may make such information available to any Group Company, those who provide products or services to the Company or to any Group Company (such as advisers and payroll and expenses administrators), regulatory authorities, potential or future employers, governmental or quasi-governmental organisations and potential purchasers of the Company or any Group Company or the business in which you work.

## Post-Termination Restrictions

To protect the interests of the Company and/or each Group Company, you must not for a period of 3 months following the termination of your employment (the "Restricted Period") be involved in or carry out certain non-solicitation or poaching activities as set out in further detail in your Detailed Terms & Conditions at paragraph 19.

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- Personal Account Dealing;
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Subject to meeting any eligibility requirements, you may also have the opportunity to undertake additional optional training. Full details are available from the Company intranet.



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CIN: U72200MH2018FTC309675



27 April 2022

Dear RASHMITHA A,

Following our recent discussions, we are delighted to extend an offer of employment to you.

Enclosed is a Summary of Key Terms, any applicable Schedule/s and Detailed Terms and Conditions which set out important conditions relating to your employment and which, together, form your employment agreement ("Agreement") with Refinitiv India Shared Services Private Limited, now a part of LSEG, London Stock Exchange Group.

This offer is conditional upon you satisfying the relevant recruitment and screening conditions and procedures, and where applicable, the appropriate regulatory approvals.

On or before your first day of employment, you will need to provide written documentation which proves your eligibility to work in India.

You will also need to sign a copy of your Agreement (enclosed), confirming that you have read, understood and accept the terms set out in your Agreement.

We look forward to welcoming you to the Company.

Yours sincerely,

**Laura Thurston Group Head of Global Talent Acquisition & WFP**

**Encl**

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# Summary of Key Terms



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BETWEEN

- (1) Refinitiv India Shared Services Private Limited, a company which has its registered office at One World Centre, 12th floor, Tower 1, 841 Senapati Bapat Marg, Mumbai 400 013, Maharashtra, India (the “Company”); and
- (2) RASHMITHA A (the “Employee”)

**Name** RASHMITHA A

**Employing Company** Refinitiv India Shared Services Private Limited

You consent to the transfer of your employment under this agreement to a Group Company at any time during your employment.

**“Group Company”** means the Company and all companies which are for the time being either a Holding Company of the Company or a Subsidiary of either the Company or any such Holding Company, including any of their predecessors, successors or assigns or any company which is designated a Group Company at any time by the directors of the board of the London Stock Exchange Group (LSEG) or the Company and any firm, company, corporate or other entity or organisation:

- (a) that is directly or indirectly controlled by the Company, or
- (b) that directly or indirectly controls the Company; or
- (c) that is directly or indirectly controlled by a third party who also directly or indirectly controls the Company; or
- (d) in which the Company or any Holding Company or Subsidiary is directly or indirectly beneficially interested in 10% (ten per cent) or more of that company's issued ordinary share capital.

**“Subsidiary and Holding Company”** in relation to a company mean “subsidiary” and “holding company” as defined in section 1159 of the Companies Act 2006.

## Position and Function

Your role will be Associate Content Analyst , Division: Operations.

## Place of Work

RMZ Infinity, Tower A & E, Old Madras Road, Benniganahalli, Bengaluru, India, 560016. You may be required to work in other locations as reasonably expected by the business and in accordance with the duties of your role

## Start Date

Your employment will commence on 23 May 2022 (the “Start Date”).

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Please inform the Company of any change in circumstances which may prevent you from starting work on the Start Date. Should your employment not commence on this date then the offer of employment and terms and conditions set out in the Agreement shall automatically lapse, be deemed void and have no purpose or effect.



### **Probation Period**

Your employment is subject to a Probationary Period of 6 months or any additional period which the Company requires. You will be advised in writing upon satisfactory completion of the Probation Period. If you receive no such communication, the Probation Period will be deemed to have been extended until the Company advises you in writing of confirmation in your appointment or notifying you otherwise.

During the Probationary Period either you or the Company can terminate your employment by giving the other party 30 days written notice.

### **Hours of Work**

You will work a minimum of 40 hours each week, plus any additional hours which the Company requires for the proper performance of your role. You may be entitled to overtime payments, please refer to the Special Shift Policy for more details.

### **Salary**

Your Total Fixed Pay (TFP) will be INR ₹3,00,000.00per annum and is inclusive of your Basic salary of INR ₹2,05,600.00per year, Employer's contribution towards Provident Fund of INR ₹23,472.00per year, Flexi Benefit Plan of INR ₹60,928.00 per year respectively (less tax and statutory deductions) (the "Salary").

Salary is payable as per the normal payroll practices of the Company and in any case no later than the 10th of the following calendar month. Please see the Flexi Component Breakup schedule for more information.

### **Quarterly Incentive Plan**

You will be eligible to participate in the Quarterly Incentive Plan subject to its terms and conditions. The terms and conditions of the plan and the payments made thereunder may be varied from time to time by the Company in its absolute discretion as per the matrix which will be shared by your line manager on a quarterly basis.

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### **Annual Leave**

You will be entitled to leave and holidays in accordance with the Company's Time-off policy, as may be amended from time to time.

### **Retirement Age**

Your normal retirement age with the Company will be set out in the Company's Retirement Policy in force at the relevant time.

### **Benefits**

You are eligible to participate in the Company benefit plans which are set out in the enclosed benefits summary and does not form part of this Agreement.

## Notice Period

Either you or the Company may terminate your employment by giving the other party at least 60 days written notice [or such lesser period of notice which applies during your Probationary Period].



## Confidentiality

It is important that you recognize that during your employment with the Company you will have access to, and be entrusted with, confidential information and trade secrets relating to the Company and its Group Companies and any of our clients and customers. Both during and after your employment you must comply with all policies and procedures relating to confidentiality, confidential information, trade secrets and any stricter policy which applies to your role.

## Data Privacy

You will comply with all Company policies and procedures relating to data protection.

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You acknowledge and understand that the Company may make such information available to any Group Company, those who provide products or services to the Company or to any Group Company (such as advisers and payroll and expenses administrators), regulatory authorities, potential or future employers, governmental or quasi-governmental organisations and potential purchasers of the Company or any Group Company or the business in which you work.

## Post-Termination Restrictions

To protect the interests of the Company and/or each Group Company, you must not for a period of 3 months following the termination of your employment (the "Restricted Period") be involved in or carry out certain non-solicitation or poaching activities as set out in further detail in your Detailed Terms & Conditions at paragraph 19.

## Training

You must complete mandatory training, which will be organised by the Company, and be dependent on your role and may include the following: (this list is not exhaustive)

- Code of Conduct/Code of Business Conduct & Ethics;
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- Financial Crime (including Anti-Money Laundering and Terrorist Financing);
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- Conflicts of interest;
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CIN: U72200MH2018FTC309675



27 April 2022

Dear REKHA J R,

Following our recent discussions, we are delighted to extend an offer of employment to you.

Enclosed is a Summary of Key Terms, any applicable Schedule/s and Detailed Terms and Conditions which set out important conditions relating to your employment and which, together, form your employment agreement ("Agreement") with Refinitiv India Shared Services Private Limited, now a part of LSEG, London Stock Exchange Group.

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On or before your first day of employment, you will need to provide written documentation which proves your eligibility to work in India.

You will also need to sign a copy of your Agreement (enclosed), confirming that you have read, understood and accept the terms set out in your Agreement.

We look forward to welcoming you to the Company.

Yours sincerely,

**Laura Thurston Group Head of Global Talent Acquisition & WFP**

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# Summary of Key Terms



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BETWEEN

- (1) Refinitiv India Shared Services Private Limited, a company which has its registered office at One World Centre, 12th floor, Tower 1, 841 Senapati Bapat Marg, Mumbai 400 013, Maharashtra, India (the “Company”); and
- (2) REKHA J R (the “Employee”)

**Name** REKHA J R

**Employing Company** Refinitiv India Shared Services Private Limited

You consent to the transfer of your employment under this agreement to a Group Company at any time during your employment.

**“Group Company”** means the Company and all companies which are for the time being either a Holding Company of the Company or a Subsidiary of either the Company or any such Holding Company, including any of their predecessors, successors or assigns or any company which is designated a Group Company at any time by the directors of the board of the London Stock Exchange Group(LSEG) or the Company and any firm, company, corporate or other entity or organisation:

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- (c) that is directly or indirectly controlled by a third party who also directly or indirectly controls the Company; or
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## Position and Function

Your role will be Associate Content Analyst , Division: Operations.

## Place of Work

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During the Probationary Period either you or the Company can terminate your employment by giving the other party 30 days written notice.

### **Hours of Work**

You will work a minimum of 40 hours each week, plus any additional hours which the Company requires for the proper performance of your role. You may be entitled to overtime payments, please refer to the Special Shift Policy for more details.

### **Salary**

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CIN: U72200MH2018FTC309675



27 April 2022

Dear RISIKESUN KG,

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We look forward to welcoming you to the Company.

Yours sincerely,

**Laura Thurston Group Head of Global Talent Acquisition & WFP**

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- (2) RISIKESUN KG (the “Employee”)

**Name** RISIKESUN KG

**Employing Company** Refinitiv India Shared Services Private Limited

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## Start Date

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Your employment is subject to the Employment Requirements (set out in the Detailed Terms & Conditions) being met to the Company's satisfaction, as required .

Please inform the Company of any change in circumstances which may prevent you from starting work on the Start Date. Should your employment not commence on this date then the offer of employment and terms and conditions set out in the Agreement shall automatically lapse, be deemed void and have no purpose or effect.



### **Probation Period**

Your employment is subject to a Probationary Period of 6 months or any additional period which the Company requires. You will be advised in writing upon satisfactory completion of the Probation Period. If you receive no such communication, the Probation Period will be deemed to have been extended until the Company advises you in writing of confirmation in your appointment or notifying you otherwise.

During the Probationary Period either you or the Company can terminate your employment by giving the other party 30 days written notice.

### **Hours of Work**

You will work a minimum of 40 hours each week, plus any additional hours which the Company requires for the proper performance of your role. You may be entitled to overtime payments, please refer to the Special Shift Policy for more details.

### **Salary**

Your Total Fixed Pay (TFP) will be INR ₹3,00,000.00per annum and is inclusive of your Basic salary of INR ₹2,05,600.00per year, Employer's contribution towards Provident Fund of INR ₹23,472.00per year, Flexi Benefit Plan of INR ₹60,928.00 per year respectively (less tax and statutory deductions) (the "Salary").

Salary is payable as per the normal payroll practices of the Company and in any case no later than the 10th of the following calendar month. Please see the Flexi Component Breakup schedule for more information.

### **Quarterly Incentive Plan**

You will be eligible to participate in the Quarterly Incentive Plan subject to its terms and conditions. The terms and conditions of the plan and the payments made thereunder may be varied from time to time by the Company in its absolute discretion as per the matrix which will be shared by your line manager on a quarterly basis.

Should you be eligible to receive bonus under the Payment of Bonus Act, 1965 ("Bonus Act"), any variable pay amount as described in the paragraphs above will be deemed to be considered in satisfaction of (i.e., adjusted towards) the bonus payable based on profits as per the Bonus Act. If the variable pay amount payable to you, as described and calculated in the paragraphs above, is less than your entitlement under the Bonus Act, the differential amount shall separately be paid to you within the timelines set out under the Bonus Act.

### **Annual Leave**

You will be entitled to leave and holidays in accordance with the Company's Time-off policy, as may be amended from time to time.

### **Retirement Age**

Your normal retirement age with the Company will be set out in the Company's Retirement Policy in force at the relevant time.

### **Benefits**

You are eligible to participate in the Company benefit plans which are set out in the enclosed benefits summary and does not form part of this Agreement.

## Notice Period

Either you or the Company may terminate your employment by giving the other party at least 60 days written notice [or such lesser period of notice which applies during your Probationary Period].



## Confidentiality

It is important that you recognize that during your employment with the Company you will have access to, and be entrusted with, confidential information and trade secrets relating to the Company and its Group Companies and any of our clients and customers. Both during and after your employment you must comply with all policies and procedures relating to confidentiality, confidential information, trade secrets and any stricter policy which applies to your role.

## Data Privacy

You will comply with all Company policies and procedures relating to data protection.

You consent to and acknowledge and understand that the Company will collect and process your personal information (including sensitive personal information) in accordance with any applicable privacy notice provided to you by the Company, as may be updated by Company from time to time.

You acknowledge and understand that the Company may make such information available to any Group Company, those who provide products or services to the Company or to any Group Company (such as advisers and payroll and expenses administrators), regulatory authorities, potential or future employers, governmental or quasi-governmental organisations and potential purchasers of the Company or any Group Company or the business in which you work.

## Post-Termination Restrictions

To protect the interests of the Company and/or each Group Company, you must not for a period of 3 months following the termination of your employment (the "Restricted Period") be involved in or carry out certain non-solicitation or poaching activities as set out in further detail in your Detailed Terms & Conditions at paragraph 19.

## Training

You must complete mandatory training, which will be organised by the Company, and be dependent on your role and may include the following: (this list is not exhaustive)

- Code of Conduct/Code of Business Conduct & Ethics;
- Anti Bribery & Corruption;
- Financial Crime (including Anti-Money Laundering and Terrorist Financing);
- Personal Account Dealing;
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- Information Security; and
- Prevention of Sexual Harassment at Workplace.

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**Refinitiv India Shared Services Private Limited**

(Formerly known as F&R India Operations and Shared Services Private Limited)

Registered Office: One World Centre, 12th Floor

Tower 1, 841 Senapati Bapat Marg,  
Mumbai 400 013, Maharashtra, India

Phone: +91 22 6180 7001

Fax: +91 22 6180 7700

CIN: U72200MH2018FTC309675



27 April 2022

Dear ROHITH A,

Following our recent discussions, we are delighted to extend an offer of employment to you.

Enclosed is a Summary of Key Terms, any applicable Schedule/s and Detailed Terms and Conditions which set out important conditions relating to your employment and which, together, form your employment agreement ("Agreement") with Refinitiv India Shared Services Private Limited, now a part of LSEG, London Stock Exchange Group.

This offer is conditional upon you satisfying the relevant recruitment and screening conditions and procedures, and where applicable, the appropriate regulatory approvals.

On or before your first day of employment, you will need to provide written documentation which proves your eligibility to work in India.

You will also need to sign a copy of your Agreement (enclosed), confirming that you have read, understood and accept the terms set out in your Agreement.

We look forward to welcoming you to the Company.

Yours sincerely,

**Laura Thurston Group Head of Global Talent Acquisition & WFP**

**Encl**

- Summary of Key Terms
- Detailed Terms & Conditions
- Benefits Summary
- Data Privacy Policy

# Summary of Key Terms



THIS AGREEMENT is made on 27 April 2022.

BETWEEN

- (1) Refinitiv India Shared Services Private Limited, a company which has its registered office at One World Centre, 12th floor, Tower 1, 841 Senapati Bapat Marg, Mumbai 400 013, Maharashtra, India (the "Company"); and
- (2) ROHITH A (the "Employee")

**Name** ROHITH A

**Employing Company** Refinitiv India Shared Services Private Limited

You consent to the transfer of your employment under this agreement to a Group Company at any time during your employment.

**"Group Company"** means the Company and all companies which are for the time being either a Holding Company of the Company or a Subsidiary of either the Company or any such Holding Company, including any of their predecessors, successors or assigns or any company which is designated a Group Company at any time by the directors of the board of the London Stock Exchange Group (LSEG) or the Company and any firm, company, corporate or other entity or organisation:

- (a) that is directly or indirectly controlled by the Company, or
- (b) that directly or indirectly controls the Company; or
- (c) that is directly or indirectly controlled by a third party who also directly or indirectly controls the Company; or
- (d) in which the Company or any Holding Company or Subsidiary is directly or indirectly beneficially interested in 10% (ten per cent) or more of that company's issued ordinary share capital.

**"Subsidiary and Holding Company"** in relation to a company mean "subsidiary" and "holding company" as defined in section 1159 of the Companies Act 2006.

## Position and Function

Your role will be Associate Content Analyst , Division: Operations.

## Place of Work

RMZ Infinity, Tower A & E, Old Madras Road, Benniganahalli, Bengaluru, India, 560016. You may be required to work in other locations as reasonably expected by the business and in accordance with the duties of your role

## Start Date

Your employment will commence on 23 May 2022 (the "Start Date").

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### **Hours of Work**

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### **Salary**

Your Total Fixed Pay (TFP) will be INR ₹3,00,000.00per annum and is inclusive of your Basic salary of INR ₹2,05,600.00per year, Employer's contribution towards Provident Fund of INR ₹23,472.00per year, Flexi Benefit Plan of INR ₹60,928.00 per year respectively (less tax and statutory deductions) (the "Salary").

Salary is payable as per the normal payroll practices of the Company and in any case no later than the 10th of the following calendar month. Please see the Flexi Component Breakup schedule for more information.

### **Quarterly Incentive Plan**

You will be eligible to participate in the Quarterly Incentive Plan subject to its terms and conditions. The terms and conditions of the plan and the payments made thereunder may be varied from time to time by the Company in its absolute discretion as per the matrix which will be shared by your line manager on a quarterly basis.

Should you be eligible to receive bonus under the Payment of Bonus Act, 1965 ("Bonus Act"), any variable pay amount as described in the paragraphs above will be deemed to be considered in satisfaction of (i.e., adjusted towards) the bonus payable based on profits as per the Bonus Act. If the variable pay amount payable to you, as described and calculated in the paragraphs above, is less than your entitlement under the Bonus Act, the differential amount shall separately be paid to you within the timelines set out under the Bonus Act.

### **Annual Leave**

You will be entitled to leave and holidays in accordance with the Company's Time-off policy, as may be amended from time to time.

### **Retirement Age**

Your normal retirement age with the Company will be set out in the Company's Retirement Policy in force at the relevant time.

### **Benefits**

You are eligible to participate in the Company benefit plans which are set out in the enclosed benefits summary and does not form part of this Agreement.

## Notice Period

Either you or the Company may terminate your employment by giving the other party at least 60 days written notice [or such lesser period of notice which applies during your Probationary Period].



## Confidentiality

It is important that you recognize that during your employment with the Company you will have access to, and be entrusted with, confidential information and trade secrets relating to the Company and its Group Companies and any of our clients and customers. Both during and after your employment you must comply with all policies and procedures relating to confidentiality, confidential information, trade secrets and any stricter policy which applies to your role.

## Data Privacy

You will comply with all Company policies and procedures relating to data protection.

You consent to and acknowledge and understand that the Company will collect and process your personal information (including sensitive personal information) in accordance with any applicable privacy notice provided to you by the Company, as may be updated by Company from time to time.

You acknowledge and understand that the Company may make such information available to any Group Company, those who provide products or services to the Company or to any Group Company (such as advisers and payroll and expenses administrators), regulatory authorities, potential or future employers, governmental or quasi-governmental organisations and potential purchasers of the Company or any Group Company or the business in which you work.

## Post-Termination Restrictions

To protect the interests of the Company and/or each Group Company, you must not for a period of 3 months following the termination of your employment (the "Restricted Period") be involved in or carry out certain non-solicitation or poaching activities as set out in further detail in your Detailed Terms & Conditions at paragraph 19.

## Training

You must complete mandatory training, which will be organised by the Company, and be dependent on your role and may include the following: (this list is not exhaustive)

- Code of Conduct/Code of Business Conduct & Ethics;
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- Financial Crime (including Anti-Money Laundering and Terrorist Financing);
- Personal Account Dealing;
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Subject to meeting any eligibility requirements, you may also have the opportunity to undertake additional optional training. Full details are available from the Company intranet.



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Fax: +91 22 6180 7700

CIN: U72200MH2018FTC309675



27 April 2022

Dear S CHANDANNA,

Following our recent discussions, we are delighted to extend an offer of employment to you.

Enclosed is a Summary of Key Terms, any applicable Schedule/s and Detailed Terms and Conditions which set out important conditions relating to your employment and which, together, form your employment agreement ("Agreement") with Refinitiv India Shared Services Private Limited, now a part of LSEG, London Stock Exchange Group.

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We look forward to welcoming you to the Company.

Yours sincerely,

**Laura Thurston Group Head of Global Talent Acquisition & WFP**

**Encl**

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# Summary of Key Terms



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BETWEEN

- (1) Refinitiv India Shared Services Private Limited, a company which has its registered office at One World Centre, 12th floor, Tower 1, 841 Senapati Bapat Marg, Mumbai 400 013, Maharashtra, India (the "Company"); and
- (2) S CHANDANNA (the "Employee")

**Name** S CHANDANNA

**Employing Company** Refinitiv India Shared Services Private Limited

You consent to the transfer of your employment under this agreement to a Group Company at any time during your employment.

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- (c) that is directly or indirectly controlled by a third party who also directly or indirectly controls the Company; or
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## Post-Termination Restrictions

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CIN: U72200MH2018FTC309675



27 April 2022

Dear SAI ROOPALI S,

Following our recent discussions, we are delighted to extend an offer of employment to you.

Enclosed is a Summary of Key Terms, any applicable Schedule/s and Detailed Terms and Conditions which set out important conditions relating to your employment and which, together, form your employment agreement ("Agreement") with Refinitiv India Shared Services Private Limited, now a part of LSEG, London Stock Exchange Group.

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We look forward to welcoming you to the Company.

Yours sincerely,

**Laura Thurston Group Head of Global Talent Acquisition & WFP**

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# Summary of Key Terms



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BETWEEN

- (1) Refinitiv India Shared Services Private Limited, a company which has its registered office at One World Centre, 12th floor, Tower 1, 841 Senapati Bapat Marg, Mumbai 400 013, Maharashtra, India (the “Company”); and
- (2) SAI ROOPALI S (the “Employee”)

**Name** SAI ROOPALI S

**Employing Company** Refinitiv India Shared Services Private Limited

You consent to the transfer of your employment under this agreement to a Group Company at any time during your employment.

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### **Salary**

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CIN: U72200MH2018FTC309675



27 April 2022

Dear SALMAN PASHA A,

Following our recent discussions, we are delighted to extend an offer of employment to you.

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We look forward to welcoming you to the Company.

Yours sincerely,

**Laura Thurston Group Head of Global Talent Acquisition & WFP**

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- (2) SALMAN PASHA A (the “Employee”)

**Name** SALMAN PASHA A

**Employing Company** Refinitiv India Shared Services Private Limited

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- (b) that directly or indirectly controls the Company; or
- (c) that is directly or indirectly controlled by a third party who also directly or indirectly controls the Company; or
- (d) in which the Company or any Holding Company or Subsidiary is directly or indirectly beneficially interested in 10% (ten per cent) or more of that company's issued ordinary share capital.

**“Subsidiary and Holding Company”** in relation to a company mean “subsidiary” and “holding company” as defined in section 1159 of the Companies Act 2006.

## Position and Function

Your role will be Associate Content Analyst , Division: Operations.

## Place of Work

RMZ Infinity, Tower A & E, Old Madras Road, Benniganahalli, Bengaluru, India, 560016. You may be required to work in other locations as reasonably expected by the business and in accordance with the duties of your role

## Start Date

Your employment will commence on 23 May 2022(the “Start Date”).

Your employment is subject to the Employment Requirements (set out in the Detailed Terms & Conditions) being met to the Company's satisfaction, as required .

Please inform the Company of any change in circumstances which may prevent you from starting work on the Start Date. Should your employment not commence on this date then the offer of employment and terms and conditions set out in the Agreement shall automatically lapse, be deemed void and have no purpose or effect.



### **Probation Period**

Your employment is subject to a Probationary Period of 6 months or any additional period which the Company requires. You will be advised in writing upon satisfactory completion of the Probation Period. If you receive no such communication, the Probation Period will be deemed to have been extended until the Company advises you in writing of confirmation in your appointment or notifying you otherwise.

During the Probationary Period either you or the Company can terminate your employment by giving the other party 30 days written notice.

### **Hours of Work**

You will work a minimum of 40 hours each week, plus any additional hours which the Company requires for the proper performance of your role. You may be entitled to overtime payments, please refer to the Special Shift Policy for more details.

### **Salary**

Your Total Fixed Pay (TFP) will be INR ₹3,00,000.00per annum and is inclusive of your Basic salary of INR ₹2,05,600.00per year, Employer's contribution towards Provident Fund of INR ₹23,472.00per year, Flexi Benefit Plan of INR ₹60,928.00 per year respectively (less tax and statutory deductions) (the "Salary").

Salary is payable as per the normal payroll practices of the Company and in any case no later than the 10th of the following calendar month. Please see the Flexi Component Breakup schedule for more information.

### **Quarterly Incentive Plan**

You will be eligible to participate in the Quarterly Incentive Plan subject to its terms and conditions. The terms and conditions of the plan and the payments made thereunder may be varied from time to time by the Company in its absolute discretion as per the matrix which will be shared by your line manager on a quarterly basis.

Should you be eligible to receive bonus under the Payment of Bonus Act, 1965 ("Bonus Act"), any variable pay amount as described in the paragraphs above will be deemed to be considered in satisfaction of (i.e., adjusted towards) the bonus payable based on profits as per the Bonus Act. If the variable pay amount payable to you, as described and calculated in the paragraphs above, is less than your entitlement under the Bonus Act, the differential amount shall separately be paid to you within the timelines set out under the Bonus Act.

### **Annual Leave**

You will be entitled to leave and holidays in accordance with the Company's Time-off policy, as may be amended from time to time.

### **Retirement Age**

Your normal retirement age with the Company will be set out in the Company's Retirement Policy in force at the relevant time.

### **Benefits**

You are eligible to participate in the Company benefit plans which are set out in the enclosed benefits summary and does not form part of this Agreement.

## Notice Period

Either you or the Company may terminate your employment by giving the other party at least 60 days written notice [or such lesser period of notice which applies during your Probationary Period].



## Confidentiality

It is important that you recognize that during your employment with the Company you will have access to, and be entrusted with, confidential information and trade secrets relating to the Company and its Group Companies and any of our clients and customers. Both during and after your employment you must comply with all policies and procedures relating to confidentiality, confidential information, trade secrets and any stricter policy which applies to your role.

## Data Privacy

You will comply with all Company policies and procedures relating to data protection.

You consent to and acknowledge and understand that the Company will collect and process your personal information (including sensitive personal information) in accordance with any applicable privacy notice provided to you by the Company, as may be updated by Company from time to time.

You acknowledge and understand that the Company may make such information available to any Group Company, those who provide products or services to the Company or to any Group Company (such as advisers and payroll and expenses administrators), regulatory authorities, potential or future employers, governmental or quasi-governmental organisations and potential purchasers of the Company or any Group Company or the business in which you work.

## Post-Termination Restrictions

To protect the interests of the Company and/or each Group Company, you must not for a period of 3 months following the termination of your employment (the "Restricted Period") be involved in or carry out certain non-solicitation or poaching activities as set out in further detail in your Detailed Terms & Conditions at paragraph 19.

## Training

You must complete mandatory training, which will be organised by the Company, and be dependent on your role and may include the following: (this list is not exhaustive)

- Code of Conduct/Code of Business Conduct & Ethics;
- Anti Bribery & Corruption;
- Financial Crime (including Anti-Money Laundering and Terrorist Financing);
- Personal Account Dealing;
- Conflicts of interest;
- Information Security; and
- Prevention of Sexual Harassment at Workplace.

Subject to meeting any eligibility requirements, you may also have the opportunity to undertake additional optional training. Full details are available from the Company intranet.

**Refinitiv India Shared Services Private Limited**

(Formerly known as F&R India Operations and Shared Services Private Limited)

Registered Office: One World Centre, 12th Floor

Tower 1, 841 Senapati Bapat Marg,  
Mumbai 400 013, Maharashtra, India

Phone: +91 22 6180 7001

Fax: +91 22 6180 7700

CIN: U72200MH2018FTC309675



27 April 2022

Dear SAMREEN A,

Following our recent discussions, we are delighted to extend an offer of employment to you.

Enclosed is a Summary of Key Terms, any applicable Schedule/s and Detailed Terms and Conditions which set out important conditions relating to your employment and which, together, form your employment agreement ("Agreement") with Refinitiv India Shared Services Private Limited, now a part of LSEG, London Stock Exchange Group.

This offer is conditional upon you satisfying the relevant recruitment and screening conditions and procedures, and where applicable, the appropriate regulatory approvals.

On or before your first day of employment, you will need to provide written documentation which proves your eligibility to work in India.

You will also need to sign a copy of your Agreement (enclosed), confirming that you have read, understood and accept the terms set out in your Agreement.

We look forward to welcoming you to the Company.

Yours sincerely,

**Laura Thurston Group Head of Global Talent Acquisition & WFP**

**Encl**

- Summary of Key Terms
- Detailed Terms & Conditions
- Benefits Summary
- Data Privacy Policy

# Summary of Key Terms



THIS AGREEMENT is made on 27 April 2022.

BETWEEN

- (1) Refinitiv India Shared Services Private Limited, a company which has its registered office at One World Centre, 12th floor, Tower 1, 841 Senapati Bapat Marg, Mumbai 400 013, Maharashtra, India (the "Company"); and
- (2) SAMREEN A (the "Employee")

**Name** SAMREEN A

**Employing Company** Refinitiv India Shared Services Private Limited

You consent to the transfer of your employment under this agreement to a Group Company at any time during your employment.

**"Group Company"** means the Company and all companies which are for the time being either a Holding Company of the Company or a Subsidiary of either the Company or any such Holding Company, including any of their predecessors, successors or assigns or any company which is designated a Group Company at any time by the directors of the board of the London Stock Exchange Group (LSEG) or the Company and any firm, company, corporate or other entity or organisation:

- (a) that is directly or indirectly controlled by the Company, or
- (b) that directly or indirectly controls the Company; or
- (c) that is directly or indirectly controlled by a third party who also directly or indirectly controls the Company; or
- (d) in which the Company or any Holding Company or Subsidiary is directly or indirectly beneficially interested in 10% (ten per cent) or more of that company's issued ordinary share capital.

**"Subsidiary and Holding Company"** in relation to a company mean "subsidiary" and "holding company" as defined in section 1159 of the Companies Act 2006.

## Position and Function

Your role will be Associate Content Analyst , Division: Operations.

## Place of Work

RMZ Infinity, Tower A & E, Old Madras Road, Benniganahalli, Bengaluru, India, 560016. You may be required to work in other locations as reasonably expected by the business and in accordance with the duties of your role

## Start Date

Your employment will commence on 23 May 2022 (the "Start Date").

Your employment is subject to the Employment Requirements (set out in the Detailed Terms & Conditions) being met to the Company's satisfaction, as required .

Please inform the Company of any change in circumstances which may prevent you from starting work on the Start Date. Should your employment not commence on this date then the offer of employment and terms and conditions set out in the Agreement shall automatically lapse, be deemed void and have no purpose or effect.



### **Probation Period**

Your employment is subject to a Probationary Period of 6 months or any additional period which the Company requires. You will be advised in writing upon satisfactory completion of the Probation Period. If you receive no such communication, the Probation Period will be deemed to have been extended until the Company advises you in writing of confirmation in your appointment or notifying you otherwise.

During the Probationary Period either you or the Company can terminate your employment by giving the other party 30 days written notice.

### **Hours of Work**

You will work a minimum of 40 hours each week, plus any additional hours which the Company requires for the proper performance of your role. You may be entitled to overtime payments, please refer to the Special Shift Policy for more details.

### **Salary**

Your Total Fixed Pay (TFP) will be INR ₹3,00,000.00per annum and is inclusive of your Basic salary of INR ₹2,05,600.00per year, Employer's contribution towards Provident Fund of INR ₹23,472.00per year, Flexi Benefit Plan of INR ₹60,928.00 per year respectively (less tax and statutory deductions) (the "Salary").

Salary is payable as per the normal payroll practices of the Company and in any case no later than the 10th of the following calendar month. Please see the Flexi Component Breakup schedule for more information.

### **Quarterly Incentive Plan**

You will be eligible to participate in the Quarterly Incentive Plan subject to its terms and conditions. The terms and conditions of the plan and the payments made thereunder may be varied from time to time by the Company in its absolute discretion as per the matrix which will be shared by your line manager on a quarterly basis.

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### **Annual Leave**

You will be entitled to leave and holidays in accordance with the Company's Time-off policy, as may be amended from time to time.

### **Retirement Age**

Your normal retirement age with the Company will be set out in the Company's Retirement Policy in force at the relevant time.

### **Benefits**

You are eligible to participate in the Company benefit plans which are set out in the enclosed benefits summary and does not form part of this Agreement.

## Notice Period

Either you or the Company may terminate your employment by giving the other party at least 60 days written notice [or such lesser period of notice which applies during your Probationary Period].



## Confidentiality

It is important that you recognize that during your employment with the Company you will have access to, and be entrusted with, confidential information and trade secrets relating to the Company and its Group Companies and any of our clients and customers. Both during and after your employment you must comply with all policies and procedures relating to confidentiality, confidential information, trade secrets and any stricter policy which applies to your role.

## Data Privacy

You will comply with all Company policies and procedures relating to data protection.

You consent to and acknowledge and understand that the Company will collect and process your personal information (including sensitive personal information) in accordance with any applicable privacy notice provided to you by the Company, as may be updated by Company from time to time.

You acknowledge and understand that the Company may make such information available to any Group Company, those who provide products or services to the Company or to any Group Company (such as advisers and payroll and expenses administrators), regulatory authorities, potential or future employers, governmental or quasi-governmental organisations and potential purchasers of the Company or any Group Company or the business in which you work.

## Post-Termination Restrictions

To protect the interests of the Company and/or each Group Company, you must not for a period of 3 months following the termination of your employment (the "Restricted Period") be involved in or carry out certain non-solicitation or poaching activities as set out in further detail in your Detailed Terms & Conditions at paragraph 19.

## Training

You must complete mandatory training, which will be organised by the Company, and be dependent on your role and may include the following: (this list is not exhaustive)

- Code of Conduct/Code of Business Conduct & Ethics;
- Anti Bribery & Corruption;
- Financial Crime (including Anti-Money Laundering and Terrorist Financing);
- Personal Account Dealing;
- Conflicts of interest;
- Information Security; and
- Prevention of Sexual Harassment at Workplace.

Subject to meeting any eligibility requirements, you may also have the opportunity to undertake additional optional training. Full details are available from the Company intranet.



**Refinitiv India Shared Services Private Limited**

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Phone: +91 22 6180 7001

Fax: +91 22 6180 7700

CIN: U72200MH2018FTC309675



27 April 2022

Dear SATISH NAGAPPA BHARAMANNAVAR,

Following our recent discussions, we are delighted to extend an offer of employment to you.

Enclosed is a Summary of Key Terms, any applicable Schedule/s and Detailed Terms and Conditions which set out important conditions relating to your employment and which, together, form your employment agreement ("Agreement") with Refinitiv India Shared Services Private Limited, now a part of LSEG, London Stock Exchange Group.

This offer is conditional upon you satisfying the relevant recruitment and screening conditions and procedures, and where applicable, the appropriate regulatory approvals.

On or before your first day of employment, you will need to provide written documentation which proves your eligibility to work in India.

You will also need to sign a copy of your Agreement (enclosed), confirming that you have read, understood and accept the terms set out in your Agreement.

We look forward to welcoming you to the Company.

Yours sincerely,

**Laura Thurston Group Head of Global Talent Acquisition & WFP**

**Encl**

- Summary of Key Terms
- Detailed Terms & Conditions
- Benefits Summary
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# Summary of Key Terms



THIS AGREEMENT is made on 27 April 2022.

BETWEEN

- (1) Refinitiv India Shared Services Private Limited, a company which has its registered office at One World Centre, 12th floor, Tower 1, 841 Senapati Bapat Marg, Mumbai 400 013, Maharashtra, India (the "Company"); and
- (2) SATISH NAGAPPA BHARAMANNAVAR (the "Employee")

**Name** SATISH NAGAPPA BHARAMANNAVAR

**Employing Company** Refinitiv India Shared Services Private Limited

You consent to the transfer of your employment under this agreement to a Group Company at any time during your employment.

**"Group Company"** means the Company and all companies which are for the time being either a Holding Company of the Company or a Subsidiary of either the Company or any such Holding Company, including any of their predecessors, successors or assigns or any company which is designated a Group Company at any time by the directors of the board of the London Stock Exchange Group (LSEG) or the Company and any firm, company, corporate or other entity or organisation:

- (a) that is directly or indirectly controlled by the Company, or
- (b) that directly or indirectly controls the Company; or
- (c) that is directly or indirectly controlled by a third party who also directly or indirectly controls the Company; or
- (d) in which the Company or any Holding Company or Subsidiary is directly or indirectly beneficially interested in 10% (ten per cent) or more of that company's issued ordinary share capital.

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## Position and Function

Your role will be Associate Content Analyst , Division: Operations.

## Place of Work

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## Start Date

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### **Probation Period**

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During the Probationary Period either you or the Company can terminate your employment by giving the other party 30 days written notice.

### **Hours of Work**

You will work a minimum of 40 hours each week, plus any additional hours which the Company requires for the proper performance of your role. You may be entitled to overtime payments, please refer to the Special Shift Policy for more details.

### **Salary**

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Salary is payable as per the normal payroll practices of the Company and in any case no later than the 10th of the following calendar month. Please see the Flexi Component Breakup schedule for more information.

### **Quarterly Incentive Plan**

You will be eligible to participate in the Quarterly Incentive Plan subject to its terms and conditions. The terms and conditions of the plan and the payments made thereunder may be varied from time to time by the Company in its absolute discretion as per the matrix which will be shared by your line manager on a quarterly basis.

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### **Annual Leave**

You will be entitled to leave and holidays in accordance with the Company's Time-off policy, as may be amended from time to time.

### **Retirement Age**

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### **Benefits**

You are eligible to participate in the Company benefit plans which are set out in the enclosed benefits summary and does not form part of this Agreement.

## Notice Period

Either you or the Company may terminate your employment by giving the other party at least 60 days written notice [or such lesser period of notice which applies during your Probationary Period].



## Confidentiality

It is important that you recognize that during your employment with the Company you will have access to, and be entrusted with, confidential information and trade secrets relating to the Company and its Group Companies and any of our clients and customers. Both during and after your employment you must comply with all policies and procedures relating to confidentiality, confidential information, trade secrets and any stricter policy which applies to your role.

## Data Privacy

You will comply with all Company policies and procedures relating to data protection.

You consent to and acknowledge and understand that the Company will collect and process your personal information (including sensitive personal information) in accordance with any applicable privacy notice provided to you by the Company, as may be updated by Company from time to time.

You acknowledge and understand that the Company may make such information available to any Group Company, those who provide products or services to the Company or to any Group Company (such as advisers and payroll and expenses administrators), regulatory authorities, potential or future employers, governmental or quasi-governmental organisations and potential purchasers of the Company or any Group Company or the business in which you work.

## Post-Termination Restrictions

To protect the interests of the Company and/or each Group Company, you must not for a period of 3 months following the termination of your employment (the "Restricted Period") be involved in or carry out certain non-solicitation or poaching activities as set out in further detail in your Detailed Terms & Conditions at paragraph 19.

## Training

You must complete mandatory training, which will be organised by the Company, and be dependent on your role and may include the following: (this list is not exhaustive)

- Code of Conduct/Code of Business Conduct & Ethics;
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- Financial Crime (including Anti-Money Laundering and Terrorist Financing);
- Personal Account Dealing;
- Conflicts of interest;
- Information Security; and
- Prevention of Sexual Harassment at Workplace.

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CIN: U72200MH2018FTC309675



27 April 2022

Dear SESHANK SESHACHALA,

Following our recent discussions, we are delighted to extend an offer of employment to you.

Enclosed is a Summary of Key Terms, any applicable Schedule/s and Detailed Terms and Conditions which set out important conditions relating to your employment and which, together, form your employment agreement ("Agreement") with Refinitiv India Shared Services Private Limited, now a part of LSEG, London Stock Exchange Group.

This offer is conditional upon you satisfying the relevant recruitment and screening conditions and procedures, and where applicable, the appropriate regulatory approvals.

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You will also need to sign a copy of your Agreement (enclosed), confirming that you have read, understood and accept the terms set out in your Agreement.

We look forward to welcoming you to the Company.

Yours sincerely,

**Laura Thurston Group Head of Global Talent Acquisition & WFP**

**Encl**

- Summary of Key Terms
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# Summary of Key Terms



THIS AGREEMENT is made on 27 April 2022.

BETWEEN

- (1) Refinitiv India Shared Services Private Limited, a company which has its registered office at One World Centre, 12th floor, Tower 1, 841 Senapati Bapat Marg, Mumbai 400 013, Maharashtra, India (the “Company”); and
- (2) SESHANK SESHACHALA (the “Employee”)

**Name** SESHANK SESHACHALA

**Employing Company** Refinitiv India Shared Services Private Limited

You consent to the transfer of your employment under this agreement to a Group Company at any time during your employment.

**“Group Company”** means the Company and all companies which are for the time being either a Holding Company of the Company or a Subsidiary of either the Company or any such Holding Company, including any of their predecessors, successors or assigns or any company which is designated a Group Company at any time by the directors of the board of the London Stock Exchange Group (LSEG) or the Company and any firm, company, corporate or other entity or organisation:

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## Position and Function

Your role will be Associate Content Analyst , Division: Operations.

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During the Probationary Period either you or the Company can terminate your employment by giving the other party 30 days written notice.

### **Hours of Work**

You will work a minimum of 40 hours each week, plus any additional hours which the Company requires for the proper performance of your role. You may be entitled to overtime payments, please refer to the Special Shift Policy for more details.

### **Salary**

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You will be entitled to leave and holidays in accordance with the Company's Time-off policy, as may be amended from time to time.

### **Retirement Age**

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### **Benefits**

You are eligible to participate in the Company benefit plans which are set out in the enclosed benefits summary and does not form part of this Agreement.

## Notice Period

Either you or the Company may terminate your employment by giving the other party at least 60 days written notice [or such lesser period of notice which applies during your Probationary Period].



## Confidentiality

It is important that you recognize that during your employment with the Company you will have access to, and be entrusted with, confidential information and trade secrets relating to the Company and its Group Companies and any of our clients and customers. Both during and after your employment you must comply with all policies and procedures relating to confidentiality, confidential information, trade secrets and any stricter policy which applies to your role.

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You will comply with all Company policies and procedures relating to data protection.

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You acknowledge and understand that the Company may make such information available to any Group Company, those who provide products or services to the Company or to any Group Company (such as advisers and payroll and expenses administrators), regulatory authorities, potential or future employers, governmental or quasi-governmental organisations and potential purchasers of the Company or any Group Company or the business in which you work.

## Post-Termination Restrictions

To protect the interests of the Company and/or each Group Company, you must not for a period of 3 months following the termination of your employment (the "Restricted Period") be involved in or carry out certain non-solicitation or poaching activities as set out in further detail in your Detailed Terms & Conditions at paragraph 19.

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CIN: U72200MH2018FTC309675



27 April 2022

Dear SHAIK MOHAMMED MAAZ,

Following our recent discussions, we are delighted to extend an offer of employment to you.

Enclosed is a Summary of Key Terms, any applicable Schedule/s and Detailed Terms and Conditions which set out important conditions relating to your employment and which, together, form your employment agreement ("Agreement") with Refinitiv India Shared Services Private Limited, now a part of LSEG, London Stock Exchange Group.

This offer is conditional upon you satisfying the relevant recruitment and screening conditions and procedures, and where applicable, the appropriate regulatory approvals.

On or before your first day of employment, you will need to provide written documentation which proves your eligibility to work in India.

You will also need to sign a copy of your Agreement (enclosed), confirming that you have read, understood and accept the terms set out in your Agreement.

We look forward to welcoming you to the Company.

Yours sincerely,

**Laura Thurston Group Head of Global Talent Acquisition & WFP**

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BETWEEN

- (1) Refinitiv India Shared Services Private Limited, a company which has its registered office at One World Centre, 12th floor, Tower 1, 841 Senapati Bapat Marg, Mumbai 400 013, Maharashtra, India (the “Company”); and
- (2) SHAIK MOHAMMED MAAZ (the “Employee”)

**Name** SHAIK MOHAMMED MAAZ

**Employing Company** Refinitiv India Shared Services Private Limited

You consent to the transfer of your employment under this agreement to a Group Company at any time during your employment.

**“Group Company”** means the Company and all companies which are for the time being either a Holding Company of the Company or a Subsidiary of either the Company or any such Holding Company, including any of their predecessors, successors or assigns or any company which is designated a Group Company at any time by the directors of the board of the London Stock Exchange Group(LSEG) or the Company and any firm, company, corporate or other entity or organisation:

- (a) that is directly or indirectly controlled by the Company, or
- (b) that directly or indirectly controls the Company; or
- (c) that is directly or indirectly controlled by a third party who also directly or indirectly controls the Company; or
- (d) in which the Company or any Holding Company or Subsidiary is directly or indirectly beneficially interested in 10% (ten per cent) or more of that company's issued ordinary share capital.

**“Subsidiary and Holding Company”** in relation to a company mean “subsidiary” and “holding company” as defined in section 1159 of the Companies Act 2006.

## Position and Function

Your role will be Associate Content Analyst , Division: Operations.

## Place of Work

RMZ Infinity, Tower A & E, Old Madras Road, Benniganahalli, Bengaluru, India, 560016. You may be required to work in other locations as reasonably expected by the business and in accordance with the duties of your role

## Start Date

Your employment will commence on 23 May 2022(the “Start Date”).

Your employment is subject to the Employment Requirements (set out in the Detailed Terms & Conditions) being met to the Company's satisfaction, as required .

Please inform the Company of any change in circumstances which may prevent you from starting work on the Start Date. Should your employment not commence on this date then the offer of employment and terms and conditions set out in the Agreement shall automatically lapse, be deemed void and have no purpose or effect.



### **Probation Period**

Your employment is subject to a Probationary Period of 6 months or any additional period which the Company requires. You will be advised in writing upon satisfactory completion of the Probation Period. If you receive no such communication, the Probation Period will be deemed to have been extended until the Company advises you in writing of confirmation in your appointment or notifying you otherwise.

During the Probationary Period either you or the Company can terminate your employment by giving the other party 30 days written notice.

### **Hours of Work**

You will work a minimum of 40 hours each week, plus any additional hours which the Company requires for the proper performance of your role. You may be entitled to overtime payments, please refer to the Special Shift Policy for more details.

### **Salary**

Your Total Fixed Pay (TFP) will be INR ₹3,00,000.00per annum and is inclusive of your Basic salary of INR ₹2,05,600.00per year, Employer's contribution towards Provident Fund of INR ₹23,472.00per year, Flexi Benefit Plan of INR ₹60,928.00 per year respectively (less tax and statutory deductions) (the "Salary").

Salary is payable as per the normal payroll practices of the Company and in any case no later than the 10th of the following calendar month. Please see the Flexi Component Breakup schedule for more information.

### **Quarterly Incentive Plan**

You will be eligible to participate in the Quarterly Incentive Plan subject to its terms and conditions. The terms and conditions of the plan and the payments made thereunder may be varied from time to time by the Company in its absolute discretion as per the matrix which will be shared by your line manager on a quarterly basis.

Should you be eligible to receive bonus under the Payment of Bonus Act, 1965 ("Bonus Act"), any variable pay amount as described in the paragraphs above will be deemed to be considered in satisfaction of (i.e., adjusted towards) the bonus payable based on profits as per the Bonus Act. If the variable pay amount payable to you, as described and calculated in the paragraphs above, is less than your entitlement under the Bonus Act, the differential amount shall separately be paid to you within the timelines set out under the Bonus Act.

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You are eligible to participate in the Company benefit plans which are set out in the enclosed benefits summary and does not form part of this Agreement.

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## Confidentiality

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## Data Privacy

You will comply with all Company policies and procedures relating to data protection.

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To protect the interests of the Company and/or each Group Company, you must not for a period of 3 months following the termination of your employment (the "Restricted Period") be involved in or carry out certain non-solicitation or poaching activities as set out in further detail in your Detailed Terms & Conditions at paragraph 19.

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**Refinitiv India Shared Services Private Limited**

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Phone: +91 22 6180 7001

Fax: +91 22 6180 7700

CIN: U72200MH2018FTC309675



27 April 2022

Dear SHAIK SAQLAIN,

Following our recent discussions, we are delighted to extend an offer of employment to you.

Enclosed is a Summary of Key Terms, any applicable Schedule/s and Detailed Terms and Conditions which set out important conditions relating to your employment and which, together, form your employment agreement ("Agreement") with Refinitiv India Shared Services Private Limited, now a part of LSEG, London Stock Exchange Group.

This offer is conditional upon you satisfying the relevant recruitment and screening conditions and procedures, and where applicable, the appropriate regulatory approvals.

On or before your first day of employment, you will need to provide written documentation which proves your eligibility to work in India.

You will also need to sign a copy of your Agreement (enclosed), confirming that you have read, understood and accept the terms set out in your Agreement.

We look forward to welcoming you to the Company.

Yours sincerely,

**Laura Thurston Group Head of Global Talent Acquisition & WFP**

**Encl**

- Summary of Key Terms
- Detailed Terms & Conditions
- Benefits Summary
- Data Privacy Policy

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**Name** SHAIK SAQLAIN

**Employing Company** Refinitiv India Shared Services Private Limited

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You acknowledge and understand that the Company may make such information available to any Group Company, those who provide products or services to the Company or to any Group Company (such as advisers and payroll and expenses administrators), regulatory authorities, potential or future employers, governmental or quasi-governmental organisations and potential purchasers of the Company or any Group Company or the business in which you work.

## Post-Termination Restrictions

To protect the interests of the Company and/or each Group Company, you must not for a period of 3 months following the termination of your employment (the "Restricted Period") be involved in or carry out certain non-solicitation or poaching activities as set out in further detail in your Detailed Terms & Conditions at paragraph 19.

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CIN: U72200MH2018FTC309675



27 April 2022

Dear SHARAN M NEELI,

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**Name** SHARAN M NEELI

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27 April 2022

Dear SHARATH SUNDAR,

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**Name** SHARATH SUNDAR

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This offer is conditional upon you satisfying the relevant recruitment and screening conditions and procedures, and where applicable, the appropriate regulatory approvals.

On or before your first day of employment, you will need to provide written documentation which proves your eligibility to work in India.

You will also need to sign a copy of your Agreement (enclosed), confirming that you have read, understood and accept the terms set out in your Agreement.

We look forward to welcoming you to the Company.

Yours sincerely,

**Laura Thurston Group Head of Global Talent Acquisition & WFP**

**Encl**

- Summary of Key Terms
- Detailed Terms & Conditions
- Benefits Summary
- Data Privacy Policy

# Summary of Key Terms



THIS AGREEMENT is made on 27 April 2022.

BETWEEN

- (1) Refinitiv India Shared Services Private Limited, a company which has its registered office at One World Centre, 12th floor, Tower 1, 841 Senapati Bapat Marg, Mumbai 400 013, Maharashtra, India (the “Company”); and
- (2) SHARMILA CHOUDHARY (the “Employee”)

**Name** SHARMILA CHOUDHARY

**Employing Company** Refinitiv India Shared Services Private Limited

You consent to the transfer of your employment under this agreement to a Group Company at any time during your employment.

**“Group Company”** means the Company and all companies which are for the time being either a Holding Company of the Company or a Subsidiary of either the Company or any such Holding Company, including any of their predecessors, successors or assigns or any company which is designated a Group Company at any time by the directors of the board of the London Stock Exchange Group(LSEG) or the Company and any firm, company, corporate or other entity or organisation:

- (a) that is directly or indirectly controlled by the Company, or
- (b) that directly or indirectly controls the Company; or
- (c) that is directly or indirectly controlled by a third party who also directly or indirectly controls the Company; or
- (d) in which the Company or any Holding Company or Subsidiary is directly or indirectly beneficially interested in 10% (ten per cent) or more of that company's issued ordinary share capital.

**“Subsidiary and Holding Company”** in relation to a company mean “subsidiary” and “holding company” as defined in section 1159 of the Companies Act 2006.

## Position and Function

Your role will be Associate Content Analyst , Division: Operations.

## Place of Work

RMZ Infinity, Tower A & E, Old Madras Road, Benniganahalli, Bengaluru, India, 560016. You may be required to work in other locations as reasonably expected by the business and in accordance with the duties of your role

## Start Date

Your employment will commence on 23 May 2022(the “Start Date”).

Your employment is subject to the Employment Requirements (set out in the Detailed Terms & Conditions) being met to the Company's satisfaction, as required .

Please inform the Company of any change in circumstances which may prevent you from starting work on the Start Date. Should your employment not commence on this date then the offer of employment and terms and conditions set out in the Agreement shall automatically lapse, be deemed void and have no purpose or effect.



### **Probation Period**

Your employment is subject to a Probationary Period of 6 months or any additional period which the Company requires. You will be advised in writing upon satisfactory completion of the Probation Period. If you receive no such communication, the Probation Period will be deemed to have been extended until the Company advises you in writing of confirmation in your appointment or notifying you otherwise.

During the Probationary Period either you or the Company can terminate your employment by giving the other party 30 days written notice.

### **Hours of Work**

You will work a minimum of 40 hours each week, plus any additional hours which the Company requires for the proper performance of your role. You may be entitled to overtime payments, please refer to the Special Shift Policy for more details.

### **Salary**

Your Total Fixed Pay (TFP) will be INR ₹3,00,000.00per annum and is inclusive of your Basic salary of INR ₹2,05,600.00per year, Employer's contribution towards Provident Fund of INR ₹23,472.00per year, Flexi Benefit Plan of INR ₹60,928.00 per year respectively (less tax and statutory deductions) (the "Salary").

Salary is payable as per the normal payroll practices of the Company and in any case no later than the 10th of the following calendar month. Please see the Flexi Component Breakup schedule for more information.

### **Quarterly Incentive Plan**

You will be eligible to participate in the Quarterly Incentive Plan subject to its terms and conditions. The terms and conditions of the plan and the payments made thereunder may be varied from time to time by the Company in its absolute discretion as per the matrix which will be shared by your line manager on a quarterly basis.

Should you be eligible to receive bonus under the Payment of Bonus Act, 1965 ("Bonus Act"), any variable pay amount as described in the paragraphs above will be deemed to be considered in satisfaction of (i.e., adjusted towards) the bonus payable based on profits as per the Bonus Act. If the variable pay amount payable to you, as described and calculated in the paragraphs above, is less than your entitlement under the Bonus Act, the differential amount shall separately be paid to you within the timelines set out under the Bonus Act.

### **Annual Leave**

You will be entitled to leave and holidays in accordance with the Company's Time-off policy, as may be amended from time to time.

### **Retirement Age**

Your normal retirement age with the Company will be set out in the Company's Retirement Policy in force at the relevant time.

### **Benefits**

You are eligible to participate in the Company benefit plans which are set out in the enclosed benefits summary and does not form part of this Agreement.

## Notice Period

Either you or the Company may terminate your employment by giving the other party at least 60 days written notice [or such lesser period of notice which applies during your Probationary Period].



## Confidentiality

It is important that you recognize that during your employment with the Company you will have access to, and be entrusted with, confidential information and trade secrets relating to the Company and its Group Companies and any of our clients and customers. Both during and after your employment you must comply with all policies and procedures relating to confidentiality, confidential information, trade secrets and any stricter policy which applies to your role.

## Data Privacy

You will comply with all Company policies and procedures relating to data protection.

You consent to and acknowledge and understand that the Company will collect and process your personal information (including sensitive personal information) in accordance with any applicable privacy notice provided to you by the Company, as may be updated by Company from time to time.

You acknowledge and understand that the Company may make such information available to any Group Company, those who provide products or services to the Company or to any Group Company (such as advisers and payroll and expenses administrators), regulatory authorities, potential or future employers, governmental or quasi-governmental organisations and potential purchasers of the Company or any Group Company or the business in which you work.

## Post-Termination Restrictions

To protect the interests of the Company and/or each Group Company, you must not for a period of 3 months following the termination of your employment (the "Restricted Period") be involved in or carry out certain non-solicitation or poaching activities as set out in further detail in your Detailed Terms & Conditions at paragraph 19.

## Training

You must complete mandatory training, which will be organised by the Company, and be dependent on your role and may include the following: (this list is not exhaustive)

- Code of Conduct/Code of Business Conduct & Ethics;
- Anti Bribery & Corruption;
- Financial Crime (including Anti-Money Laundering and Terrorist Financing);
- Personal Account Dealing;
- Conflicts of interest;
- Information Security; and
- Prevention of Sexual Harassment at Workplace.

Subject to meeting any eligibility requirements, you may also have the opportunity to undertake additional optional training. Full details are available from the Company intranet.

**Refinitiv India Shared Services Private Limited**

(Formerly known as F&R India Operations and Shared Services Private Limited)

Registered Office: One World Centre, 12th Floor

Tower 1, 841 Senapati Bapat Marg,  
Mumbai 400 013, Maharashtra, India

Phone: +91 22 6180 7001

Fax: +91 22 6180 7700

CIN: U72200MH2018FTC309675



27 April 2022

Dear SHASWATI ACHARJEE,

Following our recent discussions, we are delighted to extend an offer of employment to you.

Enclosed is a Summary of Key Terms, any applicable Schedule/s and Detailed Terms and Conditions which set out important conditions relating to your employment and which, together, form your employment agreement ("Agreement") with Refinitiv India Shared Services Private Limited, now a part of LSEG, London Stock Exchange Group.

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On or before your first day of employment, you will need to provide written documentation which proves your eligibility to work in India.

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We look forward to welcoming you to the Company.

Yours sincerely,

**Laura Thurston Group Head of Global Talent Acquisition & WFP**

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BETWEEN

- (1) Refinitiv India Shared Services Private Limited, a company which has its registered office at One World Centre, 12th floor, Tower 1, 841 Senapati Bapat Marg, Mumbai 400 013, Maharashtra, India (the "Company"); and
- (2) SHASWATI ACHARJEE (the "Employee")

**Name** SHASWATI ACHARJEE

**Employing Company** Refinitiv India Shared Services Private Limited

You consent to the transfer of your employment under this agreement to a Group Company at any time during your employment.

**"Group Company"** means the Company and all companies which are for the time being either a Holding Company of the Company or a Subsidiary of either the Company or any such Holding Company, including any of their predecessors, successors or assigns or any company which is designated a Group Company at any time by the directors of the board of the London Stock Exchange Group (LSEG) or the Company and any firm, company, corporate or other entity or organisation:

- (a) that is directly or indirectly controlled by the Company, or
- (b) that directly or indirectly controls the Company; or
- (c) that is directly or indirectly controlled by a third party who also directly or indirectly controls the Company; or
- (d) in which the Company or any Holding Company or Subsidiary is directly or indirectly beneficially interested in 10% (ten per cent) or more of that company's issued ordinary share capital.

**"Subsidiary and Holding Company"** in relation to a company mean "subsidiary" and "holding company" as defined in section 1159 of the Companies Act 2006.

## Position and Function

Your role will be Associate Content Analyst , Division: Operations.

## Place of Work

RMZ Infinity, Tower A & E, Old Madras Road, Benniganahalli, Bengaluru, India, 560016. You may be required to work in other locations as reasonably expected by the business and in accordance with the duties of your role

## Start Date

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During the Probationary Period either you or the Company can terminate your employment by giving the other party 30 days written notice.

### **Hours of Work**

You will work a minimum of 40 hours each week, plus any additional hours which the Company requires for the proper performance of your role. You may be entitled to overtime payments, please refer to the Special Shift Policy for more details.

### **Salary**

Your Total Fixed Pay (TFP) will be INR ₹3,00,000.00per annum and is inclusive of your Basic salary of INR ₹2,05,600.00per year, Employer's contribution towards Provident Fund of INR ₹23,472.00per year, Flexi Benefit Plan of INR ₹60,928.00 per year respectively (less tax and statutory deductions) (the "Salary").

Salary is payable as per the normal payroll practices of the Company and in any case no later than the 10th of the following calendar month. Please see the Flexi Component Breakup schedule for more information.

### **Quarterly Incentive Plan**

You will be eligible to participate in the Quarterly Incentive Plan subject to its terms and conditions. The terms and conditions of the plan and the payments made thereunder may be varied from time to time by the Company in its absolute discretion as per the matrix which will be shared by your line manager on a quarterly basis.

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### **Annual Leave**

You will be entitled to leave and holidays in accordance with the Company's Time-off policy, as may be amended from time to time.

### **Retirement Age**

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### **Benefits**

You are eligible to participate in the Company benefit plans which are set out in the enclosed benefits summary and does not form part of this Agreement.

## Notice Period

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## Confidentiality

It is important that you recognize that during your employment with the Company you will have access to, and be entrusted with, confidential information and trade secrets relating to the Company and its Group Companies and any of our clients and customers. Both during and after your employment you must comply with all policies and procedures relating to confidentiality, confidential information, trade secrets and any stricter policy which applies to your role.

## Data Privacy

You will comply with all Company policies and procedures relating to data protection.

You consent to and acknowledge and understand that the Company will collect and process your personal information (including sensitive personal information) in accordance with any applicable privacy notice provided to you by the Company, as may be updated by Company from time to time.

You acknowledge and understand that the Company may make such information available to any Group Company, those who provide products or services to the Company or to any Group Company (such as advisers and payroll and expenses administrators), regulatory authorities, potential or future employers, governmental or quasi-governmental organisations and potential purchasers of the Company or any Group Company or the business in which you work.

## Post-Termination Restrictions

To protect the interests of the Company and/or each Group Company, you must not for a period of 3 months following the termination of your employment (the "Restricted Period") be involved in or carry out certain non-solicitation or poaching activities as set out in further detail in your Detailed Terms & Conditions at paragraph 19.

## Training

You must complete mandatory training, which will be organised by the Company, and be dependent on your role and may include the following: (this list is not exhaustive)

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Fax: +91 22 6180 7700

CIN: U72200MH2018FTC309675



27 April 2022

Dear SHILPA L,

Following our recent discussions, we are delighted to extend an offer of employment to you.

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**Laura Thurston Group Head of Global Talent Acquisition & WFP**

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- (2) SHILPA L (the "Employee")

**Name** SHILPA L

**Employing Company** Refinitiv India Shared Services Private Limited

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## Position and Function

Your role will be Associate Content Analyst , Division: Operations.

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### **Salary**

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### **Annual Leave**

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### **Retirement Age**

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### **Benefits**

You are eligible to participate in the Company benefit plans which are set out in the enclosed benefits summary and does not form part of this Agreement.

## Notice Period

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## Confidentiality

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## Data Privacy

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## Post-Termination Restrictions

To protect the interests of the Company and/or each Group Company, you must not for a period of 3 months following the termination of your employment (the "Restricted Period") be involved in or carry out certain non-solicitation or poaching activities as set out in further detail in your Detailed Terms & Conditions at paragraph 19.

## Training

You must complete mandatory training, which will be organised by the Company, and be dependent on your role and may include the following: (this list is not exhaustive)

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- Information Security; and
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Fax: +91 22 6180 7700

CIN: U72200MH2018FTC309675



27 April 2022

Dear SHRAVAN IVES V,

Following our recent discussions, we are delighted to extend an offer of employment to you.

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We look forward to welcoming you to the Company.

Yours sincerely,

**Laura Thurston Group Head of Global Talent Acquisition & WFP**

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- (1) Refinitiv India Shared Services Private Limited, a company which has its registered office at One World Centre, 12th floor, Tower 1, 841 Senapati Bapat Marg, Mumbai 400 013, Maharashtra, India (the “Company”); and
- (2) SHRAVAN IVES V (the “Employee”)

**Name** SHRAVAN IVES V

**Employing Company** Refinitiv India Shared Services Private Limited

You consent to the transfer of your employment under this agreement to a Group Company at any time during your employment.

**“Group Company”** means the Company and all companies which are for the time being either a Holding Company of the Company or a Subsidiary of either the Company or any such Holding Company, including any of their predecessors, successors or assigns or any company which is designated a Group Company at any time by the directors of the board of the London Stock Exchange Group (LSEG) or the Company and any firm, company, corporate or other entity or organisation:

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- (c) that is directly or indirectly controlled by a third party who also directly or indirectly controls the Company; or
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## Position and Function

Your role will be Associate Content Analyst , Division: Operations.

## Place of Work

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During the Probationary Period either you or the Company can terminate your employment by giving the other party 30 days written notice.

### **Hours of Work**

You will work a minimum of 40 hours each week, plus any additional hours which the Company requires for the proper performance of your role. You may be entitled to overtime payments, please refer to the Special Shift Policy for more details.

### **Salary**

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To protect the interests of the Company and/or each Group Company, you must not for a period of 3 months following the termination of your employment (the "Restricted Period") be involved in or carry out certain non-solicitation or poaching activities as set out in further detail in your Detailed Terms & Conditions at paragraph 19.

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- Conflicts of interest;
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- Prevention of Sexual Harassment at Workplace.

Subject to meeting any eligibility requirements, you may also have the opportunity to undertake additional optional training. Full details are available from the Company intranet.



**Refinitiv India Shared Services Private Limited**

(Formerly known as F&R India Operations and Shared Services Private Limited)

Registered Office: One World Centre, 12th Floor

Tower 1, 841 Senapati Bapat Marg,  
Mumbai 400 013, Maharashtra, India

Phone: +91 22 6180 7001

Fax: +91 22 6180 7700

CIN: U72200MH2018FTC309675



27 April 2022

Dear SIDDEEQUE HUSSAIN,

Following our recent discussions, we are delighted to extend an offer of employment to you.

Enclosed is a Summary of Key Terms, any applicable Schedule/s and Detailed Terms and Conditions which set out important conditions relating to your employment and which, together, form your employment agreement ("Agreement") with Refinitiv India Shared Services Private Limited, now a part of LSEG, London Stock Exchange Group.

This offer is conditional upon you satisfying the relevant recruitment and screening conditions and procedures, and where applicable, the appropriate regulatory approvals.

On or before your first day of employment, you will need to provide written documentation which proves your eligibility to work in India.

You will also need to sign a copy of your Agreement (enclosed), confirming that you have read, understood and accept the terms set out in your Agreement.

We look forward to welcoming you to the Company.

Yours sincerely,

**Laura Thurston Group Head of Global Talent Acquisition & WFP**

**Encl**

- Summary of Key Terms
- Detailed Terms & Conditions
- Benefits Summary
- Data Privacy Policy

# Summary of Key Terms



THIS AGREEMENT is made on 27 April 2022.

BETWEEN

- (1) Refinitiv India Shared Services Private Limited, a company which has its registered office at One World Centre, 12th floor, Tower 1, 841 Senapati Bapat Marg, Mumbai 400 013, Maharashtra, India (the “Company”); and
- (2) SIDDEEQUE HUSSAIN (the “Employee”)

**Name** SIDDEEQUE HUSSAIN

**Employing Company** Refinitiv India Shared Services Private Limited

You consent to the transfer of your employment under this agreement to a Group Company at any time during your employment.

**“Group Company”** means the Company and all companies which are for the time being either a Holding Company of the Company or a Subsidiary of either the Company or any such Holding Company, including any of their predecessors, successors or assigns or any company which is designated a Group Company at any time by the directors of the board of the London Stock Exchange Group(LSEG) or the Company and any firm, company, corporate or other entity or organisation:

- (a) that is directly or indirectly controlled by the Company, or
- (b) that directly or indirectly controls the Company; or
- (c) that is directly or indirectly controlled by a third party who also directly or indirectly controls the Company; or
- (d) in which the Company or any Holding Company or Subsidiary is directly or indirectly beneficially interested in 10% (ten per cent) or more of that company's issued ordinary share capital.

**“Subsidiary and Holding Company”** in relation to a company mean “subsidiary” and “holding company” as defined in section 1159 of the Companies Act 2006.

## Position and Function

Your role will be Associate Content Analyst , Division: Operations.

## Place of Work

RMZ Infinity, Tower A & E, Old Madras Road, Benniganahalli, Bengaluru, India, 560016. You may be required to work in other locations as reasonably expected by the business and in accordance with the duties of your role

## Start Date

Your employment will commence on 23 May 2022(the “Start Date”).

Your employment is subject to the Employment Requirements (set out in the Detailed Terms & Conditions) being met to the Company's satisfaction, as required .

Please inform the Company of any change in circumstances which may prevent you from starting work on the Start Date. Should your employment not commence on this date then the offer of employment and terms and conditions set out in the Agreement shall automatically lapse, be deemed void and have no purpose or effect.



### **Probation Period**

Your employment is subject to a Probationary Period of 6 months or any additional period which the Company requires. You will be advised in writing upon satisfactory completion of the Probation Period. If you receive no such communication, the Probation Period will be deemed to have been extended until the Company advises you in writing of confirmation in your appointment or notifying you otherwise.

During the Probationary Period either you or the Company can terminate your employment by giving the other party 30 days written notice.

### **Hours of Work**

You will work a minimum of 40 hours each week, plus any additional hours which the Company requires for the proper performance of your role. You may be entitled to overtime payments, please refer to the Special Shift Policy for more details.

### **Salary**

Your Total Fixed Pay (TFP) will be INR ₹3,00,000.00per annum and is inclusive of your Basic salary of INR ₹2,05,600.00per year, Employer's contribution towards Provident Fund of INR ₹23,472.00per year, Flexi Benefit Plan of INR ₹60,928.00 per year respectively (less tax and statutory deductions) (the "Salary").

Salary is payable as per the normal payroll practices of the Company and in any case no later than the 10th of the following calendar month. Please see the Flexi Component Breakup schedule for more information.

### **Quarterly Incentive Plan**

You will be eligible to participate in the Quarterly Incentive Plan subject to its terms and conditions. The terms and conditions of the plan and the payments made thereunder may be varied from time to time by the Company in its absolute discretion as per the matrix which will be shared by your line manager on a quarterly basis.

Should you be eligible to receive bonus under the Payment of Bonus Act, 1965 ("Bonus Act"), any variable pay amount as described in the paragraphs above will be deemed to be considered in satisfaction of (i.e., adjusted towards) the bonus payable based on profits as per the Bonus Act. If the variable pay amount payable to you, as described and calculated in the paragraphs above, is less than your entitlement under the Bonus Act, the differential amount shall separately be paid to you within the timelines set out under the Bonus Act.

### **Annual Leave**

You will be entitled to leave and holidays in accordance with the Company's Time-off policy, as may be amended from time to time.

### **Retirement Age**

Your normal retirement age with the Company will be set out in the Company's Retirement Policy in force at the relevant time.

### **Benefits**

You are eligible to participate in the Company benefit plans which are set out in the enclosed benefits summary and does not form part of this Agreement.

## Notice Period

Either you or the Company may terminate your employment by giving the other party at least 60 days written notice [or such lesser period of notice which applies during your Probationary Period].



## Confidentiality

It is important that you recognize that during your employment with the Company you will have access to, and be entrusted with, confidential information and trade secrets relating to the Company and its Group Companies and any of our clients and customers. Both during and after your employment you must comply with all policies and procedures relating to confidentiality, confidential information, trade secrets and any stricter policy which applies to your role.

## Data Privacy

You will comply with all Company policies and procedures relating to data protection.

You consent to and acknowledge and understand that the Company will collect and process your personal information (including sensitive personal information) in accordance with any applicable privacy notice provided to you by the Company, as may be updated by Company from time to time.

You acknowledge and understand that the Company may make such information available to any Group Company, those who provide products or services to the Company or to any Group Company (such as advisers and payroll and expenses administrators), regulatory authorities, potential or future employers, governmental or quasi-governmental organisations and potential purchasers of the Company or any Group Company or the business in which you work.

## Post-Termination Restrictions

To protect the interests of the Company and/or each Group Company, you must not for a period of 3 months following the termination of your employment (the "Restricted Period") be involved in or carry out certain non-solicitation or poaching activities as set out in further detail in your Detailed Terms & Conditions at paragraph 19.

## Training

You must complete mandatory training, which will be organised by the Company, and be dependent on your role and may include the following: (this list is not exhaustive)

- Code of Conduct/Code of Business Conduct & Ethics;
- Anti Bribery & Corruption;
- Financial Crime (including Anti-Money Laundering and Terrorist Financing);
- Personal Account Dealing;
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CIN: U72200MH2018FTC309675



27 April 2022

Dear SOLOMON WILSON R,

Following our recent discussions, we are delighted to extend an offer of employment to you.

Enclosed is a Summary of Key Terms, any applicable Schedule/s and Detailed Terms and Conditions which set out important conditions relating to your employment and which, together, form your employment agreement ("Agreement") with Refinitiv India Shared Services Private Limited, now a part of LSEG, London Stock Exchange Group.

This offer is conditional upon you satisfying the relevant recruitment and screening conditions and procedures, and where applicable, the appropriate regulatory approvals.

On or before your first day of employment, you will need to provide written documentation which proves your eligibility to work in India.

You will also need to sign a copy of your Agreement (enclosed), confirming that you have read, understood and accept the terms set out in your Agreement.

We look forward to welcoming you to the Company.

Yours sincerely,

**Laura Thurston Group Head of Global Talent Acquisition & WFP**

**Encl**

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# Summary of Key Terms



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BETWEEN

- (1) Refinitiv India Shared Services Private Limited, a company which has its registered office at One World Centre, 12th floor, Tower 1, 841 Senapati Bapat Marg, Mumbai 400 013, Maharashtra, India (the “Company”); and
- (2) SOLOMON WILSON R (the “Employee”)

**Name** SOLOMON WILSON R

**Employing Company** Refinitiv India Shared Services Private Limited

You consent to the transfer of your employment under this agreement to a Group Company at any time during your employment.

**“Group Company”** means the Company and all companies which are for the time being either a Holding Company of the Company or a Subsidiary of either the Company or any such Holding Company, including any of their predecessors, successors or assigns or any company which is designated a Group Company at any time by the directors of the board of the London Stock Exchange Group(LSEG) or the Company and any firm, company, corporate or other entity or organisation:

- (a) that is directly or indirectly controlled by the Company, or
- (b) that directly or indirectly controls the Company; or
- (c) that is directly or indirectly controlled by a third party who also directly or indirectly controls the Company; or
- (d) in which the Company or any Holding Company or Subsidiary is directly or indirectly beneficially interested in 10% (ten per cent) or more of that company's issued ordinary share capital.

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## Position and Function

Your role will be Associate Content Analyst , Division: Operations.

## Place of Work

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## Start Date

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### **Hours of Work**

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### **Salary**

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Salary is payable as per the normal payroll practices of the Company and in any case no later than the 10th of the following calendar month. Please see the Flexi Component Breakup schedule for more information.

### **Quarterly Incentive Plan**

You will be eligible to participate in the Quarterly Incentive Plan subject to its terms and conditions. The terms and conditions of the plan and the payments made thereunder may be varied from time to time by the Company in its absolute discretion as per the matrix which will be shared by your line manager on a quarterly basis.

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### **Retirement Age**

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### **Benefits**

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## Notice Period

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## Confidentiality

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## Data Privacy

You will comply with all Company policies and procedures relating to data protection.

You consent to and acknowledge and understand that the Company will collect and process your personal information (including sensitive personal information) in accordance with any applicable privacy notice provided to you by the Company, as may be updated by Company from time to time.

You acknowledge and understand that the Company may make such information available to any Group Company, those who provide products or services to the Company or to any Group Company (such as advisers and payroll and expenses administrators), regulatory authorities, potential or future employers, governmental or quasi-governmental organisations and potential purchasers of the Company or any Group Company or the business in which you work.

## Post-Termination Restrictions

To protect the interests of the Company and/or each Group Company, you must not for a period of 3 months following the termination of your employment (the "Restricted Period") be involved in or carry out certain non-solicitation or poaching activities as set out in further detail in your Detailed Terms & Conditions at paragraph 19.

## Training

You must complete mandatory training, which will be organised by the Company, and be dependent on your role and may include the following: (this list is not exhaustive)

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CIN: U72200MH2018FTC309675



27 April 2022

Dear SS SREEYA,

Following our recent discussions, we are delighted to extend an offer of employment to you.

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We look forward to welcoming you to the Company.

Yours sincerely,

**Laura Thurston Group Head of Global Talent Acquisition & WFP**

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BETWEEN

- (1) Refinitiv India Shared Services Private Limited, a company which has its registered office at One World Centre, 12th floor, Tower 1, 841 Senapati Bapat Marg, Mumbai 400 013, Maharashtra, India (the "Company"); and
- (2) SS SREEYA (the "Employee")

**Name** SS SREEYA

**Employing Company** Refinitiv India Shared Services Private Limited

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### **Hours of Work**

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### **Salary**

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### **Benefits**

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## Notice Period

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## Confidentiality

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## Post-Termination Restrictions

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CIN: U72200MH2018FTC309675



27 April 2022

Dear SUHAILAHAMED S,

Following our recent discussions, we are delighted to extend an offer of employment to you.

Enclosed is a Summary of Key Terms, any applicable Schedule/s and Detailed Terms and Conditions which set out important conditions relating to your employment and which, together, form your employment agreement ("Agreement") with Refinitiv India Shared Services Private Limited, now a part of LSEG, London Stock Exchange Group.

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We look forward to welcoming you to the Company.

Yours sincerely,

**Laura Thurston Group Head of Global Talent Acquisition & WFP**

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- (1) Refinitiv India Shared Services Private Limited, a company which has its registered office at One World Centre, 12th floor, Tower 1, 841 Senapati Bapat Marg, Mumbai 400 013, Maharashtra, India (the “Company”); and
- (2) SUHAILAHAMED S (the “Employee”)

**Name** SUHAILAHAMED S

**Employing Company** Refinitiv India Shared Services Private Limited

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## Position and Function

Your role will be Associate Content Analyst , Division: Operations.

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### **Hours of Work**

You will work a minimum of 40 hours each week, plus any additional hours which the Company requires for the proper performance of your role. You may be entitled to overtime payments, please refer to the Special Shift Policy for more details.

### **Salary**

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You acknowledge and understand that the Company may make such information available to any Group Company, those who provide products or services to the Company or to any Group Company (such as advisers and payroll and expenses administrators), regulatory authorities, potential or future employers, governmental or quasi-governmental organisations and potential purchasers of the Company or any Group Company or the business in which you work.

## Post-Termination Restrictions

To protect the interests of the Company and/or each Group Company, you must not for a period of 3 months following the termination of your employment (the "Restricted Period") be involved in or carry out certain non-solicitation or poaching activities as set out in further detail in your Detailed Terms & Conditions at paragraph 19.

## Training

You must complete mandatory training, which will be organised by the Company, and be dependent on your role and may include the following: (this list is not exhaustive)

- Code of Conduct/Code of Business Conduct & Ethics;
- Anti Bribery & Corruption;
- Financial Crime (including Anti-Money Laundering and Terrorist Financing);
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**Refinitiv India Shared Services Private Limited**

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Phone: +91 22 6180 7001

Fax: +91 22 6180 7700

CIN: U72200MH2018FTC309675



27 April 2022

Dear SUMANTH J,

Following our recent discussions, we are delighted to extend an offer of employment to you.

Enclosed is a Summary of Key Terms, any applicable Schedule/s and Detailed Terms and Conditions which set out important conditions relating to your employment and which, together, form your employment agreement ("Agreement") with Refinitiv India Shared Services Private Limited, now a part of LSEG, London Stock Exchange Group.

This offer is conditional upon you satisfying the relevant recruitment and screening conditions and procedures, and where applicable, the appropriate regulatory approvals.

On or before your first day of employment, you will need to provide written documentation which proves your eligibility to work in India.

You will also need to sign a copy of your Agreement (enclosed), confirming that you have read, understood and accept the terms set out in your Agreement.

We look forward to welcoming you to the Company.

Yours sincerely,

**Laura Thurston Group Head of Global Talent Acquisition & WFP**

**Encl**

- Summary of Key Terms
- Detailed Terms & Conditions
- Benefits Summary
- Data Privacy Policy

# Summary of Key Terms



THIS AGREEMENT is made on 27 April 2022.

BETWEEN

- (1) Refinitiv India Shared Services Private Limited, a company which has its registered office at One World Centre, 12th floor, Tower 1, 841 Senapati Bapat Marg, Mumbai 400 013, Maharashtra, India (the “Company”); and
- (2) SUMANTH J (the “Employee”)

**Name** SUMANTH J

**Employing Company** Refinitiv India Shared Services Private Limited

You consent to the transfer of your employment under this agreement to a Group Company at any time during your employment.

**“Group Company”** means the Company and all companies which are for the time being either a Holding Company of the Company or a Subsidiary of either the Company or any such Holding Company, including any of their predecessors, successors or assigns or any company which is designated a Group Company at any time by the directors of the board of the London Stock Exchange Group(LSEG) or the Company and any firm, company, corporate or other entity or organisation:

- (a) that is directly or indirectly controlled by the Company, or
- (b) that directly or indirectly controls the Company; or
- (c) that is directly or indirectly controlled by a third party who also directly or indirectly controls the Company; or
- (d) in which the Company or any Holding Company or Subsidiary is directly or indirectly beneficially interested in 10% (ten per cent) or more of that company's issued ordinary share capital.

**“Subsidiary and Holding Company”** in relation to a company mean “subsidiary” and “holding company” as defined in section 1159 of the Companies Act 2006.

## Position and Function

Your role will be Associate Content Analyst , Division: Operations.

## Place of Work

RMZ Infinity, Tower A & E, Old Madras Road, Benniganahalli, Bengaluru, India, 560016. You may be required to work in other locations as reasonably expected by the business and in accordance with the duties of your role

## Start Date

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### **Probation Period**

Your employment is subject to a Probationary Period of 6 months or any additional period which the Company requires. You will be advised in writing upon satisfactory completion of the Probation Period. If you receive no such communication, the Probation Period will be deemed to have been extended until the Company advises you in writing of confirmation in your appointment or notifying you otherwise.

During the Probationary Period either you or the Company can terminate your employment by giving the other party 30 days written notice.

### **Hours of Work**

You will work a minimum of 40 hours each week, plus any additional hours which the Company requires for the proper performance of your role. You may be entitled to overtime payments, please refer to the Special Shift Policy for more details.

### **Salary**

Your Total Fixed Pay (TFP) will be INR ₹3,00,000.00per annum and is inclusive of your Basic salary of INR ₹2,05,600.00per year, Employer's contribution towards Provident Fund of INR ₹23,472.00per year, Flexi Benefit Plan of INR ₹60,928.00 per year respectively (less tax and statutory deductions) (the "Salary").

Salary is payable as per the normal payroll practices of the Company and in any case no later than the 10th of the following calendar month. Please see the Flexi Component Breakup schedule for more information.

### **Quarterly Incentive Plan**

You will be eligible to participate in the Quarterly Incentive Plan subject to its terms and conditions. The terms and conditions of the plan and the payments made thereunder may be varied from time to time by the Company in its absolute discretion as per the matrix which will be shared by your line manager on a quarterly basis.

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### **Annual Leave**

You will be entitled to leave and holidays in accordance with the Company's Time-off policy, as may be amended from time to time.

### **Retirement Age**

Your normal retirement age with the Company will be set out in the Company's Retirement Policy in force at the relevant time.

### **Benefits**

You are eligible to participate in the Company benefit plans which are set out in the enclosed benefits summary and does not form part of this Agreement.

## Notice Period

Either you or the Company may terminate your employment by giving the other party at least 60 days written notice [or such lesser period of notice which applies during your Probationary Period].



## Confidentiality

It is important that you recognize that during your employment with the Company you will have access to, and be entrusted with, confidential information and trade secrets relating to the Company and its Group Companies and any of our clients and customers. Both during and after your employment you must comply with all policies and procedures relating to confidentiality, confidential information, trade secrets and any stricter policy which applies to your role.

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CIN: U72200MH2018FTC309675



27 April 2022

Dear SURABHI L Y,

Following our recent discussions, we are delighted to extend an offer of employment to you.

Enclosed is a Summary of Key Terms, any applicable Schedule/s and Detailed Terms and Conditions which set out important conditions relating to your employment and which, together, form your employment agreement ("Agreement") with Refinitiv India Shared Services Private Limited, now a part of LSEG, London Stock Exchange Group.

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Yours sincerely,

**Laura Thurston Group Head of Global Talent Acquisition & WFP**

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- (2) SURABHI L Y (the "Employee")

**Name** SURABHI L Y

**Employing Company** Refinitiv India Shared Services Private Limited

You consent to the transfer of your employment under this agreement to a Group Company at any time during your employment.

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- (c) that is directly or indirectly controlled by a third party who also directly or indirectly controls the Company; or
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Your role will be Associate Content Analyst , Division: Operations.

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27 April 2022

Dear SWARAJ D K,

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Yours sincerely,

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- (2) SWARAJ D K (the “Employee”)

**Name** SWARAJ D K

**Employing Company** Refinitiv India Shared Services Private Limited

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27 April 2022

Dear SWARNA GOWRI V,

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- (2) SWARNA GOWRI V (the “Employee”)

**Name** SWARNA GOWRI V

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## Notice Period

Either you or the Company may terminate your employment by giving the other party at least 60 days written notice [or such lesser period of notice which applies during your Probationary Period].



## Confidentiality

It is important that you recognize that during your employment with the Company you will have access to, and be entrusted with, confidential information and trade secrets relating to the Company and its Group Companies and any of our clients and customers. Both during and after your employment you must comply with all policies and procedures relating to confidentiality, confidential information, trade secrets and any stricter policy which applies to your role.

## Data Privacy

You will comply with all Company policies and procedures relating to data protection.

You consent to and acknowledge and understand that the Company will collect and process your personal information (including sensitive personal information) in accordance with any applicable privacy notice provided to you by the Company, as may be updated by Company from time to time.

You acknowledge and understand that the Company may make such information available to any Group Company, those who provide products or services to the Company or to any Group Company (such as advisers and payroll and expenses administrators), regulatory authorities, potential or future employers, governmental or quasi-governmental organisations and potential purchasers of the Company or any Group Company or the business in which you work.

## Post-Termination Restrictions

To protect the interests of the Company and/or each Group Company, you must not for a period of 3 months following the termination of your employment (the "Restricted Period") be involved in or carry out certain non-solicitation or poaching activities as set out in further detail in your Detailed Terms & Conditions at paragraph 19.

## Training

You must complete mandatory training, which will be organised by the Company, and be dependent on your role and may include the following: (this list is not exhaustive)

- Code of Conduct/Code of Business Conduct & Ethics;
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- Financial Crime (including Anti-Money Laundering and Terrorist Financing);
- Personal Account Dealing;
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- Prevention of Sexual Harassment at Workplace.

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**Refinitiv India Shared Services Private Limited**

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Phone: +91 22 6180 7001

Fax: +91 22 6180 7700

CIN: U72200MH2018FTC309675



27 April 2022

Dear SYED SAKEEB PASHA,

Following our recent discussions, we are delighted to extend an offer of employment to you.

Enclosed is a Summary of Key Terms, any applicable Schedule/s and Detailed Terms and Conditions which set out important conditions relating to your employment and which, together, form your employment agreement ("Agreement") with Refinitiv India Shared Services Private Limited, now a part of LSEG, London Stock Exchange Group.

This offer is conditional upon you satisfying the relevant recruitment and screening conditions and procedures, and where applicable, the appropriate regulatory approvals.

On or before your first day of employment, you will need to provide written documentation which proves your eligibility to work in India.

You will also need to sign a copy of your Agreement (enclosed), confirming that you have read, understood and accept the terms set out in your Agreement.

We look forward to welcoming you to the Company.

Yours sincerely,

**Laura Thurston Group Head of Global Talent Acquisition & WFP**

**Encl**

- Summary of Key Terms
- Detailed Terms & Conditions
- Benefits Summary
- Data Privacy Policy

# Summary of Key Terms



THIS AGREEMENT is made on 27 April 2022.

BETWEEN

- (1) Refinitiv India Shared Services Private Limited, a company which has its registered office at One World Centre, 12th floor, Tower 1, 841 Senapati Bapat Marg, Mumbai 400 013, Maharashtra, India (the "Company"); and
- (2) SYED SAKEEB PASHA (the "Employee")

**Name** SYED SAKEEB PASHA

**Employing Company** Refinitiv India Shared Services Private Limited

You consent to the transfer of your employment under this agreement to a Group Company at any time during your employment.

**"Group Company"** means the Company and all companies which are for the time being either a Holding Company of the Company or a Subsidiary of either the Company or any such Holding Company, including any of their predecessors, successors or assigns or any company which is designated a Group Company at any time by the directors of the board of the London Stock Exchange Group (LSEG) or the Company and any firm, company, corporate or other entity or organisation:

- (a) that is directly or indirectly controlled by the Company, or
- (b) that directly or indirectly controls the Company; or
- (c) that is directly or indirectly controlled by a third party who also directly or indirectly controls the Company; or
- (d) in which the Company or any Holding Company or Subsidiary is directly or indirectly beneficially interested in 10% (ten per cent) or more of that company's issued ordinary share capital.

**"Subsidiary and Holding Company"** in relation to a company mean "subsidiary" and "holding company" as defined in section 1159 of the Companies Act 2006.

## Position and Function

Your role will be Associate Content Analyst , Division: Operations.

## Place of Work

RMZ Infinity, Tower A & E, Old Madras Road, Benniganahalli, Bengaluru, India, 560016. You may be required to work in other locations as reasonably expected by the business and in accordance with the duties of your role

## Start Date

Your employment will commence on 23 May 2022 (the "Start Date").

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During the Probationary Period either you or the Company can terminate your employment by giving the other party 30 days written notice.

### **Hours of Work**

You will work a minimum of 40 hours each week, plus any additional hours which the Company requires for the proper performance of your role. You may be entitled to overtime payments, please refer to the Special Shift Policy for more details.

### **Salary**

Your Total Fixed Pay (TFP) will be INR ₹3,00,000.00per annum and is inclusive of your Basic salary of INR ₹2,05,600.00per year, Employer's contribution towards Provident Fund of INR ₹23,472.00per year, Flexi Benefit Plan of INR ₹60,928.00 per year respectively (less tax and statutory deductions) (the "Salary").

Salary is payable as per the normal payroll practices of the Company and in any case no later than the 10th of the following calendar month. Please see the Flexi Component Breakup schedule for more information.

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You will be entitled to leave and holidays in accordance with the Company's Time-off policy, as may be amended from time to time.

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27 April 2022

Dear T NISHANTH KARTHIKEYA,

Following our recent discussions, we are delighted to extend an offer of employment to you.

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- (2) T NISHANTH KARTHIKEYA (the “Employee”)

**Name** T NISHANTH KARTHIKEYA

**Employing Company** Refinitiv India Shared Services Private Limited

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27 April 2022

Dear TANZEEM AHMED,

Following our recent discussions, we are delighted to extend an offer of employment to you.

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Yours sincerely,

**Laura Thurston Group Head of Global Talent Acquisition & WFP**

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- (2) TANZEEM AHMED (the “Employee”)

**Name** TANZEEM AHMED

**Employing Company** Refinitiv India Shared Services Private Limited

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27 April 2022

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**Name** UMER A FAYAZ

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### **Annual Leave**

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### **Benefits**

You are eligible to participate in the Company benefit plans which are set out in the enclosed benefits summary and does not form part of this Agreement.

## Notice Period

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## Data Privacy

You will comply with all Company policies and procedures relating to data protection.

You consent to and acknowledge and understand that the Company will collect and process your personal information (including sensitive personal information) in accordance with any applicable privacy notice provided to you by the Company, as may be updated by Company from time to time.

You acknowledge and understand that the Company may make such information available to any Group Company, those who provide products or services to the Company or to any Group Company (such as advisers and payroll and expenses administrators), regulatory authorities, potential or future employers, governmental or quasi-governmental organisations and potential purchasers of the Company or any Group Company or the business in which you work.

## Post-Termination Restrictions

To protect the interests of the Company and/or each Group Company, you must not for a period of 3 months following the termination of your employment (the "Restricted Period") be involved in or carry out certain non-solicitation or poaching activities as set out in further detail in your Detailed Terms & Conditions at paragraph 19.

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**Refinitiv India Shared Services Private Limited**

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CIN: U72200MH2018FTC309675



27 April 2022

Dear VAISHNA PRABHAKARAN,

Following our recent discussions, we are delighted to extend an offer of employment to you.

Enclosed is a Summary of Key Terms, any applicable Schedule/s and Detailed Terms and Conditions which set out important conditions relating to your employment and which, together, form your employment agreement ("Agreement") with Refinitiv India Shared Services Private Limited, now a part of LSEG, London Stock Exchange Group.

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On or before your first day of employment, you will need to provide written documentation which proves your eligibility to work in India.

You will also need to sign a copy of your Agreement (enclosed), confirming that you have read, understood and accept the terms set out in your Agreement.

We look forward to welcoming you to the Company.

Yours sincerely,

**Laura Thurston Group Head of Global Talent Acquisition & WFP**

**Encl**

- Summary of Key Terms
- Detailed Terms & Conditions
- Benefits Summary
- Data Privacy Policy

# Summary of Key Terms



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BETWEEN

- (1) Refinitiv India Shared Services Private Limited, a company which has its registered office at One World Centre, 12th floor, Tower 1, 841 Senapati Bapat Marg, Mumbai 400 013, Maharashtra, India (the “Company”); and
- (2) VAISHNA PRABHAKARAN (the “Employee”)

**Name** VAISHNA PRABHAKARAN

**Employing Company** Refinitiv India Shared Services Private Limited

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- (a) that is directly or indirectly controlled by the Company, or
- (b) that directly or indirectly controls the Company; or
- (c) that is directly or indirectly controlled by a third party who also directly or indirectly controls the Company; or
- (d) in which the Company or any Holding Company or Subsidiary is directly or indirectly beneficially interested in 10% (ten per cent) or more of that company's issued ordinary share capital.

**“Subsidiary and Holding Company”** in relation to a company mean “subsidiary” and “holding company” as defined in section 1159 of the Companies Act 2006.

## Position and Function

Your role will be Associate Content Analyst , Division: Operations.

## Place of Work

RMZ Infinity, Tower A & E, Old Madras Road, Benniganahalli, Bengaluru, India, 560016. You may be required to work in other locations as reasonably expected by the business and in accordance with the duties of your role

## Start Date

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During the Probationary Period either you or the Company can terminate your employment by giving the other party 30 days written notice.

### **Hours of Work**

You will work a minimum of 40 hours each week, plus any additional hours which the Company requires for the proper performance of your role. You may be entitled to overtime payments, please refer to the Special Shift Policy for more details.

### **Salary**

Your Total Fixed Pay (TFP) will be INR ₹3,00,000.00per annum and is inclusive of your Basic salary of INR ₹2,05,600.00per year, Employer's contribution towards Provident Fund of INR ₹23,472.00per year, Flexi Benefit Plan of INR ₹60,928.00 per year respectively (less tax and statutory deductions) (the "Salary").

Salary is payable as per the normal payroll practices of the Company and in any case no later than the 10th of the following calendar month. Please see the Flexi Component Breakup schedule for more information.

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27 April 2022

Dear VAISHNAVI DALAL,

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Yours sincerely,

**Laura Thurston Group Head of Global Talent Acquisition & WFP**

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**Name** VAISHNAVI DALAL

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27 April 2022

Dear VANDANA M G,

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**Name** VANDANA M G

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27 April 2022

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### **Hours of Work**

You will work a minimum of 40 hours each week, plus any additional hours which the Company requires for the proper performance of your role. You may be entitled to overtime payments, please refer to the Special Shift Policy for more details.

### **Salary**

Your Total Fixed Pay (TFP) will be INR ₹3,00,000.00per annum and is inclusive of your Basic salary of INR ₹2,05,600.00per year, Employer's contribution towards Provident Fund of INR ₹23,472.00per year, Flexi Benefit Plan of INR ₹60,928.00 per year respectively (less tax and statutory deductions) (the "Salary").

Salary is payable as per the normal payroll practices of the Company and in any case no later than the 10th of the following calendar month. Please see the Flexi Component Breakup schedule for more information.

### **Quarterly Incentive Plan**

You will be eligible to participate in the Quarterly Incentive Plan subject to its terms and conditions. The terms and conditions of the plan and the payments made thereunder may be varied from time to time by the Company in its absolute discretion as per the matrix which will be shared by your line manager on a quarterly basis.

Should you be eligible to receive bonus under the Payment of Bonus Act, 1965 ("Bonus Act"), any variable pay amount as described in the paragraphs above will be deemed to be considered in satisfaction of (i.e., adjusted towards) the bonus payable based on profits as per the Bonus Act. If the variable pay amount payable to you, as described and calculated in the paragraphs above, is less than your entitlement under the Bonus Act, the differential amount shall separately be paid to you within the timelines set out under the Bonus Act.

### **Annual Leave**

You will be entitled to leave and holidays in accordance with the Company's Time-off policy, as may be amended from time to time.

### **Retirement Age**

Your normal retirement age with the Company will be set out in the Company's Retirement Policy in force at the relevant time.

### **Benefits**

You are eligible to participate in the Company benefit plans which are set out in the enclosed benefits summary and does not form part of this Agreement.

## Notice Period

Either you or the Company may terminate your employment by giving the other party at least 60 days written notice [or such lesser period of notice which applies during your Probationary Period].



## Confidentiality

It is important that you recognize that during your employment with the Company you will have access to, and be entrusted with, confidential information and trade secrets relating to the Company and its Group Companies and any of our clients and customers. Both during and after your employment you must comply with all policies and procedures relating to confidentiality, confidential information, trade secrets and any stricter policy which applies to your role.

## Data Privacy

You will comply with all Company policies and procedures relating to data protection.

You consent to and acknowledge and understand that the Company will collect and process your personal information (including sensitive personal information) in accordance with any applicable privacy notice provided to you by the Company, as may be updated by Company from time to time.

You acknowledge and understand that the Company may make such information available to any Group Company, those who provide products or services to the Company or to any Group Company (such as advisers and payroll and expenses administrators), regulatory authorities, potential or future employers, governmental or quasi-governmental organisations and potential purchasers of the Company or any Group Company or the business in which you work.

## Post-Termination Restrictions

To protect the interests of the Company and/or each Group Company, you must not for a period of 3 months following the termination of your employment (the "Restricted Period") be involved in or carry out certain non-solicitation or poaching activities as set out in further detail in your Detailed Terms & Conditions at paragraph 19.

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You must complete mandatory training, which will be organised by the Company, and be dependent on your role and may include the following: (this list is not exhaustive)

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**Refinitiv India Shared Services Private Limited**

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CIN: U72200MH2018FTC309675



27 April 2022

Dear VENKATESH S,

Following our recent discussions, we are delighted to extend an offer of employment to you.

Enclosed is a Summary of Key Terms, any applicable Schedule/s and Detailed Terms and Conditions which set out important conditions relating to your employment and which, together, form your employment agreement ("Agreement") with Refinitiv India Shared Services Private Limited, now a part of LSEG, London Stock Exchange Group.

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On or before your first day of employment, you will need to provide written documentation which proves your eligibility to work in India.

You will also need to sign a copy of your Agreement (enclosed), confirming that you have read, understood and accept the terms set out in your Agreement.

We look forward to welcoming you to the Company.

Yours sincerely,

**Laura Thurston Group Head of Global Talent Acquisition & WFP**

**Encl**

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- Detailed Terms & Conditions
- Benefits Summary
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# Summary of Key Terms



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BETWEEN

- (1) Refinitiv India Shared Services Private Limited, a company which has its registered office at One World Centre, 12th floor, Tower 1, 841 Senapati Bapat Marg, Mumbai 400 013, Maharashtra, India (the “Company”); and
- (2) VENKATESH S (the “Employee”)

**Name** VENKATESH S

**Employing Company** Refinitiv India Shared Services Private Limited

You consent to the transfer of your employment under this agreement to a Group Company at any time during your employment.

**“Group Company”** means the Company and all companies which are for the time being either a Holding Company of the Company or a Subsidiary of either the Company or any such Holding Company, including any of their predecessors, successors or assigns or any company which is designated a Group Company at any time by the directors of the board of the London Stock Exchange Group(LSEG) or the Company and any firm, company, corporate or other entity or organisation:

- (a) that is directly or indirectly controlled by the Company, or
- (b) that directly or indirectly controls the Company; or
- (c) that is directly or indirectly controlled by a third party who also directly or indirectly controls the Company; or
- (d) in which the Company or any Holding Company or Subsidiary is directly or indirectly beneficially interested in 10% (ten per cent) or more of that company's issued ordinary share capital.

**“Subsidiary and Holding Company”** in relation to a company mean “subsidiary” and “holding company” as defined in section 1159 of the Companies Act 2006.

## Position and Function

Your role will be Associate Content Analyst , Division: Operations.

## Place of Work

RMZ Infinity, Tower A & E, Old Madras Road, Benniganahalli, Bengaluru, India, 560016. You may be required to work in other locations as reasonably expected by the business and in accordance with the duties of your role

## Start Date

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CIN: U72200MH2018FTC309675



27 April 2022

Dear VIJEY SARAVANAA K,

Following our recent discussions, we are delighted to extend an offer of employment to you.

Enclosed is a Summary of Key Terms, any applicable Schedule/s and Detailed Terms and Conditions which set out important conditions relating to your employment and which, together, form your employment agreement ("Agreement") with Refinitiv India Shared Services Private Limited, now a part of LSEG, London Stock Exchange Group.

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We look forward to welcoming you to the Company.

Yours sincerely,

**Laura Thurston Group Head of Global Talent Acquisition & WFP**

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- (2) VIJEY SARAVANAA K (the “Employee”)

**Name** VIJEY SARAVANAA K

**Employing Company** Refinitiv India Shared Services Private Limited

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27 April 2022

Dear VISHAL R,

Following our recent discussions, we are delighted to extend an offer of employment to you.

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We look forward to welcoming you to the Company.

Yours sincerely,

**Laura Thurston Group Head of Global Talent Acquisition & WFP**

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- (2) VISHAL R (the “Employee”)

**Name** VISHAL R

**Employing Company** Refinitiv India Shared Services Private Limited

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Your role will be Associate Content Analyst , Division: Operations.

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27 April 2022

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**Name** VISHAL VINAY

**Employing Company** Refinitiv India Shared Services Private Limited

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Your employment is subject to the Employment Requirements (set out in the Detailed Terms & Conditions) being met to the Company's satisfaction, as required .

Please inform the Company of any change in circumstances which may prevent you from starting work on the Start Date. Should your employment not commence on this date then the offer of employment and terms and conditions set out in the Agreement shall automatically lapse, be deemed void and have no purpose or effect.



### **Probation Period**

Your employment is subject to a Probationary Period of 6 months or any additional period which the Company requires. You will be advised in writing upon satisfactory completion of the Probation Period. If you receive no such communication, the Probation Period will be deemed to have been extended until the Company advises you in writing of confirmation in your appointment or notifying you otherwise.

During the Probationary Period either you or the Company can terminate your employment by giving the other party 30 days written notice.

### **Hours of Work**

You will work a minimum of 40 hours each week, plus any additional hours which the Company requires for the proper performance of your role. You may be entitled to overtime payments, please refer to the Special Shift Policy for more details.

### **Salary**

Your Total Fixed Pay (TFP) will be INR ₹3,00,000.00per annum and is inclusive of your Basic salary of INR ₹2,05,600.00per year, Employer's contribution towards Provident Fund of INR ₹23,472.00per year, Flexi Benefit Plan of INR ₹60,928.00 per year respectively (less tax and statutory deductions) (the "Salary").

Salary is payable as per the normal payroll practices of the Company and in any case no later than the 10th of the following calendar month. Please see the Flexi Component Breakup schedule for more information.

### **Quarterly Incentive Plan**

You will be eligible to participate in the Quarterly Incentive Plan subject to its terms and conditions. The terms and conditions of the plan and the payments made thereunder may be varied from time to time by the Company in its absolute discretion as per the matrix which will be shared by your line manager on a quarterly basis.

Should you be eligible to receive bonus under the Payment of Bonus Act, 1965 ("Bonus Act"), any variable pay amount as described in the paragraphs above will be deemed to be considered in satisfaction of (i.e., adjusted towards) the bonus payable based on profits as per the Bonus Act. If the variable pay amount payable to you, as described and calculated in the paragraphs above, is less than your entitlement under the Bonus Act, the differential amount shall separately be paid to you within the timelines set out under the Bonus Act.

### **Annual Leave**

You will be entitled to leave and holidays in accordance with the Company's Time-off policy, as may be amended from time to time.

### **Retirement Age**

Your normal retirement age with the Company will be set out in the Company's Retirement Policy in force at the relevant time.

### **Benefits**

You are eligible to participate in the Company benefit plans which are set out in the enclosed benefits summary and does not form part of this Agreement.

## Notice Period

Either you or the Company may terminate your employment by giving the other party at least 60 days written notice [or such lesser period of notice which applies during your Probationary Period].



## Confidentiality

It is important that you recognize that during your employment with the Company you will have access to, and be entrusted with, confidential information and trade secrets relating to the Company and its Group Companies and any of our clients and customers. Both during and after your employment you must comply with all policies and procedures relating to confidentiality, confidential information, trade secrets and any stricter policy which applies to your role.

## Data Privacy

You will comply with all Company policies and procedures relating to data protection.

You consent to and acknowledge and understand that the Company will collect and process your personal information (including sensitive personal information) in accordance with any applicable privacy notice provided to you by the Company, as may be updated by Company from time to time.

You acknowledge and understand that the Company may make such information available to any Group Company, those who provide products or services to the Company or to any Group Company (such as advisers and payroll and expenses administrators), regulatory authorities, potential or future employers, governmental or quasi-governmental organisations and potential purchasers of the Company or any Group Company or the business in which you work.

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To protect the interests of the Company and/or each Group Company, you must not for a period of 3 months following the termination of your employment (the "Restricted Period") be involved in or carry out certain non-solicitation or poaching activities as set out in further detail in your Detailed Terms & Conditions at paragraph 19.

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You must complete mandatory training, which will be organised by the Company, and be dependent on your role and may include the following: (this list is not exhaustive)

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- Financial Crime (including Anti-Money Laundering and Terrorist Financing);
- Personal Account Dealing;
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- Prevention of Sexual Harassment at Workplace.

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**Refinitiv India Shared Services Private Limited**

(Formerly known as F&R India Operations and Shared Services Private Limited)

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Phone: +91 22 6180 7001

Fax: +91 22 6180 7700

CIN: U72200MH2018FTC309675



27 April 2022

Dear VISHNU K M,

Following our recent discussions, we are delighted to extend an offer of employment to you.

Enclosed is a Summary of Key Terms, any applicable Schedule/s and Detailed Terms and Conditions which set out important conditions relating to your employment and which, together, form your employment agreement ("Agreement") with Refinitiv India Shared Services Private Limited, now a part of LSEG, London Stock Exchange Group.

This offer is conditional upon you satisfying the relevant recruitment and screening conditions and procedures, and where applicable, the appropriate regulatory approvals.

On or before your first day of employment, you will need to provide written documentation which proves your eligibility to work in India.

You will also need to sign a copy of your Agreement (enclosed), confirming that you have read, understood and accept the terms set out in your Agreement.

We look forward to welcoming you to the Company.

Yours sincerely,

**Laura Thurston Group Head of Global Talent Acquisition & WFP**

**Encl**

- Summary of Key Terms
- Detailed Terms & Conditions
- Benefits Summary
- Data Privacy Policy

# Summary of Key Terms



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BETWEEN

- (1) Refinitiv India Shared Services Private Limited, a company which has its registered office at One World Centre, 12th floor, Tower 1, 841 Senapati Bapat Marg, Mumbai 400 013, Maharashtra, India (the “Company”); and
- (2) VISHNU K M (the “Employee”)

**Name** VISHNU K M

**Employing Company** Refinitiv India Shared Services Private Limited

You consent to the transfer of your employment under this agreement to a Group Company at any time during your employment.

**“Group Company”** means the Company and all companies which are for the time being either a Holding Company of the Company or a Subsidiary of either the Company or any such Holding Company, including any of their predecessors, successors or assigns or any company which is designated a Group Company at any time by the directors of the board of the London Stock Exchange Group(LSEG) or the Company and any firm, company, corporate or other entity or organisation:

- (a) that is directly or indirectly controlled by the Company, or
- (b) that directly or indirectly controls the Company; or
- (c) that is directly or indirectly controlled by a third party who also directly or indirectly controls the Company; or
- (d) in which the Company or any Holding Company or Subsidiary is directly or indirectly beneficially interested in 10% (ten per cent) or more of that company's issued ordinary share capital.

**“Subsidiary and Holding Company”** in relation to a company mean “subsidiary” and “holding company” as defined in section 1159 of the Companies Act 2006.

## Position and Function

Your role will be Associate Content Analyst , Division: Operations.

## Place of Work

RMZ Infinity, Tower A & E, Old Madras Road, Benniganahalli, Bengaluru, India, 560016. You may be required to work in other locations as reasonably expected by the business and in accordance with the duties of your role

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### **Salary**

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### **Annual Leave**

You will be entitled to leave and holidays in accordance with the Company's Time-off policy, as may be amended from time to time.

### **Retirement Age**

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### **Benefits**

You are eligible to participate in the Company benefit plans which are set out in the enclosed benefits summary and does not form part of this Agreement.

## Notice Period

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## Confidentiality

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## Data Privacy

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You consent to and acknowledge and understand that the Company will collect and process your personal information (including sensitive personal information) in accordance with any applicable privacy notice provided to you by the Company, as may be updated by Company from time to time.

You acknowledge and understand that the Company may make such information available to any Group Company, those who provide products or services to the Company or to any Group Company (such as advisers and payroll and expenses administrators), regulatory authorities, potential or future employers, governmental or quasi-governmental organisations and potential purchasers of the Company or any Group Company or the business in which you work.

## Post-Termination Restrictions

To protect the interests of the Company and/or each Group Company, you must not for a period of 3 months following the termination of your employment (the "Restricted Period") be involved in or carry out certain non-solicitation or poaching activities as set out in further detail in your Detailed Terms & Conditions at paragraph 19.

## Training

You must complete mandatory training, which will be organised by the Company, and be dependent on your role and may include the following: (this list is not exhaustive)

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CIN: U72200MH2018FTC309675



27 April 2022

Dear YESRA SHAYEEB,

Following our recent discussions, we are delighted to extend an offer of employment to you.

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Yours sincerely,

**Laura Thurston Group Head of Global Talent Acquisition & WFP**

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- (2) YESRA SHAYEEB (the “Employee”)

**Name** YESRA SHAYEEB

**Employing Company** Refinitiv India Shared Services Private Limited

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- (c) that is directly or indirectly controlled by a third party who also directly or indirectly controls the Company; or
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27 April 2022

Dear YOGITHA KARUNA SINDHU K M,

Following our recent discussions, we are delighted to extend an offer of employment to you.

Enclosed is a Summary of Key Terms, any applicable Schedule/s and Detailed Terms and Conditions which set out important conditions relating to your employment and which, together, form your employment agreement ("Agreement") with Refinitiv India Shared Services Private Limited, now a part of LSEG, London Stock Exchange Group.

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We look forward to welcoming you to the Company.

Yours sincerely,

**Laura Thurston Group Head of Global Talent Acquisition & WFP**

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- (1) Refinitiv India Shared Services Private Limited, a company which has its registered office at One World Centre, 12th floor, Tower 1, 841 Senapati Bapat Marg, Mumbai 400 013, Maharashtra, India (the “Company”); and
- (2) YOGITHA KARUNA SINDHU K M (the “Employee”)

**Name** YOGITHA KARUNA SINDHU K M

**Employing Company** Refinitiv India Shared Services Private Limited

You consent to the transfer of your employment under this agreement to a Group Company at any time during your employment.

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27 April 2022

Dear YOUNUS AHMED,

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Yours sincerely,

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**Name** YOUNUS AHMED

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- (a) that is directly or indirectly controlled by the Company, or
- (b) that directly or indirectly controls the Company; or
- (c) that is directly or indirectly controlled by a third party who also directly or indirectly controls the Company; or
- (d) in which the Company or any Holding Company or Subsidiary is directly or indirectly beneficially interested in 10% (ten per cent) or more of that company's issued ordinary share capital.

**“Subsidiary and Holding Company”** in relation to a company mean “subsidiary” and “holding company” as defined in section 1159 of the Companies Act 2006.

## Position and Function

Your role will be Associate Content Analyst , Division: Operations.

## Place of Work

RMZ Infinity, Tower A & E, Old Madras Road, Benniganahalli, Bengaluru, India, 560016. You may be required to work in other locations as reasonably expected by the business and in accordance with the duties of your role

## Start Date

Your employment will commence on 23 May 2022(the “Start Date”).

Your employment is subject to the Employment Requirements (set out in the Detailed Terms & Conditions) being met to the Company's satisfaction, as required .

Please inform the Company of any change in circumstances which may prevent you from starting work on the Start Date. Should your employment not commence on this date then the offer of employment and terms and conditions set out in the Agreement shall automatically lapse, be deemed void and have no purpose or effect.



### **Probation Period**

Your employment is subject to a Probationary Period of 6 months or any additional period which the Company requires. You will be advised in writing upon satisfactory completion of the Probation Period. If you receive no such communication, the Probation Period will be deemed to have been extended until the Company advises you in writing of confirmation in your appointment or notifying you otherwise.

During the Probationary Period either you or the Company can terminate your employment by giving the other party 30 days written notice.

### **Hours of Work**

You will work a minimum of 40 hours each week, plus any additional hours which the Company requires for the proper performance of your role. You may be entitled to overtime payments, please refer to the Special Shift Policy for more details.

### **Salary**

Your Total Fixed Pay (TFP) will be INR ₹3,00,000.00per annum and is inclusive of your Basic salary of INR ₹2,05,600.00per year, Employer's contribution towards Provident Fund of INR ₹23,472.00per year, Flexi Benefit Plan of INR ₹60,928.00 per year respectively (less tax and statutory deductions) (the "Salary").

Salary is payable as per the normal payroll practices of the Company and in any case no later than the 10th of the following calendar month. Please see the Flexi Component Breakup schedule for more information.

### **Quarterly Incentive Plan**

You will be eligible to participate in the Quarterly Incentive Plan subject to its terms and conditions. The terms and conditions of the plan and the payments made thereunder may be varied from time to time by the Company in its absolute discretion as per the matrix which will be shared by your line manager on a quarterly basis.

Should you be eligible to receive bonus under the Payment of Bonus Act, 1965 ("Bonus Act"), any variable pay amount as described in the paragraphs above will be deemed to be considered in satisfaction of (i.e., adjusted towards) the bonus payable based on profits as per the Bonus Act. If the variable pay amount payable to you, as described and calculated in the paragraphs above, is less than your entitlement under the Bonus Act, the differential amount shall separately be paid to you within the timelines set out under the Bonus Act.

### **Annual Leave**

You will be entitled to leave and holidays in accordance with the Company's Time-off policy, as may be amended from time to time.

### **Retirement Age**

Your normal retirement age with the Company will be set out in the Company's Retirement Policy in force at the relevant time.

### **Benefits**

You are eligible to participate in the Company benefit plans which are set out in the enclosed benefits summary and does not form part of this Agreement.

## Notice Period

Either you or the Company may terminate your employment by giving the other party at least 60 days written notice [or such lesser period of notice which applies during your Probationary Period].



## Confidentiality

It is important that you recognize that during your employment with the Company you will have access to, and be entrusted with, confidential information and trade secrets relating to the Company and its Group Companies and any of our clients and customers. Both during and after your employment you must comply with all policies and procedures relating to confidentiality, confidential information, trade secrets and any stricter policy which applies to your role.

## Data Privacy

You will comply with all Company policies and procedures relating to data protection.

You consent to and acknowledge and understand that the Company will collect and process your personal information (including sensitive personal information) in accordance with any applicable privacy notice provided to you by the Company, as may be updated by Company from time to time.

You acknowledge and understand that the Company may make such information available to any Group Company, those who provide products or services to the Company or to any Group Company (such as advisers and payroll and expenses administrators), regulatory authorities, potential or future employers, governmental or quasi-governmental organisations and potential purchasers of the Company or any Group Company or the business in which you work.

## Post-Termination Restrictions

To protect the interests of the Company and/or each Group Company, you must not for a period of 3 months following the termination of your employment (the "Restricted Period") be involved in or carry out certain non-solicitation or poaching activities as set out in further detail in your Detailed Terms & Conditions at paragraph 19.

## Training

You must complete mandatory training, which will be organised by the Company, and be dependent on your role and may include the following: (this list is not exhaustive)

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- Financial Crime (including Anti-Money Laundering and Terrorist Financing);
- Personal Account Dealing;
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- Information Security; and
- Prevention of Sexual Harassment at Workplace.

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**Refinitiv India Shared Services Private Limited**

(Formerly known as F&R India Operations and Shared Services Private Limited)

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Mumbai 400 013, Maharashtra, India

Phone: +91 22 6180 7001

Fax: +91 22 6180 7700

CIN: U72200MH2018FTC309675



27 April 2022

Dear BHAVANA KUWAR B,

Following our recent discussions, we are delighted to extend an offer of employment to you.

Enclosed is a Summary of Key Terms, any applicable Schedule/s and Detailed Terms and Conditions which set out important conditions relating to your employment and which, together, form your employment agreement ("Agreement") with Refinitiv India Shared Services Private Limited, now a part of LSEG, London Stock Exchange Group.

This offer is conditional upon you satisfying the relevant recruitment and screening conditions and procedures, and where applicable, the appropriate regulatory approvals.

On or before your first day of employment, you will need to provide written documentation which proves your eligibility to work in India.

You will also need to sign a copy of your Agreement (enclosed), confirming that you have read, understood and accept the terms set out in your Agreement.

We look forward to welcoming you to the Company.

Yours sincerely,

**Laura Thurston Group Head of Global Talent Acquisition & WFP**

**Encl**

- Summary of Key Terms
- Detailed Terms & Conditions
- Benefits Summary
- Data Privacy Policy

# Summary of Key Terms



THIS AGREEMENT is made on 27 April 2022.

BETWEEN

- (1) Refinitiv India Shared Services Private Limited, a company which has its registered office at One World Centre, 12th floor, Tower 1, 841 Senapati Bapat Marg, Mumbai 400 013, Maharashtra, India (the "Company"); and
- (2) BHAVANA KUWAR B (the "Employee")

**Name** BHAVANA KUWAR B

**Employing Company** Refinitiv India Shared Services Private Limited

You consent to the transfer of your employment under this agreement to a Group Company at any time during your employment.

**"Group Company"** means the Company and all companies which are for the time being either a Holding Company of the Company or a Subsidiary of either the Company or any such Holding Company, including any of their predecessors, successors or assigns or any company which is designated a Group Company at any time by the directors of the board of the London Stock Exchange Group (LSEG) or the Company and any firm, company, corporate or other entity or organisation:

- (a) that is directly or indirectly controlled by the Company, or
- (b) that directly or indirectly controls the Company; or
- (c) that is directly or indirectly controlled by a third party who also directly or indirectly controls the Company; or
- (d) in which the Company or any Holding Company or Subsidiary is directly or indirectly beneficially interested in 10% (ten per cent) or more of that company's issued ordinary share capital.

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## Position and Function

Your role will be Associate Content Analyst , Division: Operations.

## Place of Work

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## Start Date

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During the Probationary Period either you or the Company can terminate your employment by giving the other party 30 days written notice.

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### **Salary**

Your Total Fixed Pay (TFP) will be INR ₹3,00,000.00per annum and is inclusive of your Basic salary of INR ₹2,05,600.00per year, Employer's contribution towards Provident Fund of INR ₹23,472.00per year, Flexi Benefit Plan of INR ₹60,928.00 per year respectively (less tax and statutory deductions) (the "Salary").

Salary is payable as per the normal payroll practices of the Company and in any case no later than the 10th of the following calendar month. Please see the Flexi Component Breakup schedule for more information.

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You will be entitled to leave and holidays in accordance with the Company's Time-off policy, as may be amended from time to time.

### **Retirement Age**

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### **Benefits**

You are eligible to participate in the Company benefit plans which are set out in the enclosed benefits summary and does not form part of this Agreement.

## Notice Period

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## Confidentiality

It is important that you recognize that during your employment with the Company you will have access to, and be entrusted with, confidential information and trade secrets relating to the Company and its Group Companies and any of our clients and customers. Both during and after your employment you must comply with all policies and procedures relating to confidentiality, confidential information, trade secrets and any stricter policy which applies to your role.

## Data Privacy

You will comply with all Company policies and procedures relating to data protection.

You consent to and acknowledge and understand that the Company will collect and process your personal information (including sensitive personal information) in accordance with any applicable privacy notice provided to you by the Company, as may be updated by Company from time to time.

You acknowledge and understand that the Company may make such information available to any Group Company, those who provide products or services to the Company or to any Group Company (such as advisers and payroll and expenses administrators), regulatory authorities, potential or future employers, governmental or quasi-governmental organisations and potential purchasers of the Company or any Group Company or the business in which you work.

## Post-Termination Restrictions

To protect the interests of the Company and/or each Group Company, you must not for a period of 3 months following the termination of your employment (the "Restricted Period") be involved in or carry out certain non-solicitation or poaching activities as set out in further detail in your Detailed Terms & Conditions at paragraph 19.

## Training

You must complete mandatory training, which will be organised by the Company, and be dependent on your role and may include the following: (this list is not exhaustive)

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- Financial Crime (including Anti-Money Laundering and Terrorist Financing);
- Personal Account Dealing;
- Conflicts of interest;
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- Prevention of Sexual Harassment at Workplace.

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CIN: U72200MH2018FTC309675



27 April 2022

Dear CYRIL PRAKASH J,

Following our recent discussions, we are delighted to extend an offer of employment to you.

Enclosed is a Summary of Key Terms, any applicable Schedule/s and Detailed Terms and Conditions which set out important conditions relating to your employment and which, together, form your employment agreement ("Agreement") with Refinitiv India Shared Services Private Limited, now a part of LSEG, London Stock Exchange Group.

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You will also need to sign a copy of your Agreement (enclosed), confirming that you have read, understood and accept the terms set out in your Agreement.

We look forward to welcoming you to the Company.

Yours sincerely,

**Laura Thurston Group Head of Global Talent Acquisition & WFP**

**Encl**

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# Summary of Key Terms



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BETWEEN

- (1) Refinitiv India Shared Services Private Limited, a company which has its registered office at One World Centre, 12th floor, Tower 1, 841 Senapati Bapat Marg, Mumbai 400 013, Maharashtra, India (the "Company"); and
- (2) CYRIL PRAKASH J (the "Employee")

**Name** CYRIL PRAKASH J

**Employing Company** Refinitiv India Shared Services Private Limited

You consent to the transfer of your employment under this agreement to a Group Company at any time during your employment.

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- (c) that is directly or indirectly controlled by a third party who also directly or indirectly controls the Company; or
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Your role will be Associate Content Analyst , Division: Operations.

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### **Salary**

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### **Benefits**

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## Post-Termination Restrictions

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You must complete mandatory training, which will be organised by the Company, and be dependent on your role and may include the following: (this list is not exhaustive)

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27 April 2022

Dear DEEPAK S N,

Following our recent discussions, we are delighted to extend an offer of employment to you.

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You will also need to sign a copy of your Agreement (enclosed), confirming that you have read, understood and accept the terms set out in your Agreement.

We look forward to welcoming you to the Company.

Yours sincerely,

**Laura Thurston Group Head of Global Talent Acquisition & WFP**

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# Summary of Key Terms



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- (2) DEEPAK S N (the “Employee”)

**Name** DEEPAK S N

**Employing Company** Refinitiv India Shared Services Private Limited

You consent to the transfer of your employment under this agreement to a Group Company at any time during your employment.

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Your role will be Associate Content Analyst , Division: Operations.

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During the Probationary Period either you or the Company can terminate your employment by giving the other party 30 days written notice.

### **Hours of Work**

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### **Salary**

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27 April 2022

Dear GAURAV KUMAR L,

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We look forward to welcoming you to the Company.

Yours sincerely,

**Laura Thurston Group Head of Global Talent Acquisition & WFP**

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BETWEEN

- (1) Refinitiv India Shared Services Private Limited, a company which has its registered office at One World Centre, 12th floor, Tower 1, 841 Senapati Bapat Marg, Mumbai 400 013, Maharashtra, India (the “Company”); and
- (2) GAURAV KUMAR L (the “Employee”)

**Name** GAURAV KUMAR L

**Employing Company** Refinitiv India Shared Services Private Limited

You consent to the transfer of your employment under this agreement to a Group Company at any time during your employment.

**“Group Company”** means the Company and all companies which are for the time being either a Holding Company of the Company or a Subsidiary of either the Company or any such Holding Company, including any of their predecessors, successors or assigns or any company which is designated a Group Company at any time by the directors of the board of the London Stock Exchange Group(LSEG) or the Company and any firm, company, corporate or other entity or organisation:

- (a) that is directly or indirectly controlled by the Company, or
- (b) that directly or indirectly controls the Company; or
- (c) that is directly or indirectly controlled by a third party who also directly or indirectly controls the Company; or
- (d) in which the Company or any Holding Company or Subsidiary is directly or indirectly beneficially interested in 10% (ten per cent) or more of that company's issued ordinary share capital.

**“Subsidiary and Holding Company”** in relation to a company mean “subsidiary” and “holding company” as defined in section 1159 of the Companies Act 2006.

## Position and Function

Your role will be Associate Content Analyst , Division: Operations.

## Place of Work

RMZ Infinity, Tower A & E, Old Madras Road, Benniganahalli, Bengaluru, India, 560016. You may be required to work in other locations as reasonably expected by the business and in accordance with the duties of your role

## Start Date

Your employment will commence on 23 May 2022(the “Start Date”).

Your employment is subject to the Employment Requirements (set out in the Detailed Terms & Conditions) being met to the Company's satisfaction, as required .

Please inform the Company of any change in circumstances which may prevent you from starting work on the Start Date. Should your employment not commence on this date then the offer of employment and terms and conditions set out in the Agreement shall automatically lapse, be deemed void and have no purpose or effect.



### **Probation Period**

Your employment is subject to a Probationary Period of 6 months or any additional period which the Company requires. You will be advised in writing upon satisfactory completion of the Probation Period. If you receive no such communication, the Probation Period will be deemed to have been extended until the Company advises you in writing of confirmation in your appointment or notifying you otherwise.

During the Probationary Period either you or the Company can terminate your employment by giving the other party 30 days written notice.

### **Hours of Work**

You will work a minimum of 40 hours each week, plus any additional hours which the Company requires for the proper performance of your role. You may be entitled to overtime payments, please refer to the Special Shift Policy for more details.

### **Salary**

Your Total Fixed Pay (TFP) will be INR ₹3,00,000.00per annum and is inclusive of your Basic salary of INR ₹2,05,600.00per year, Employer's contribution towards Provident Fund of INR ₹23,472.00per year, Flexi Benefit Plan of INR ₹60,928.00 per year respectively (less tax and statutory deductions) (the "Salary").

Salary is payable as per the normal payroll practices of the Company and in any case no later than the 10th of the following calendar month. Please see the Flexi Component Breakup schedule for more information.

### **Quarterly Incentive Plan**

You will be eligible to participate in the Quarterly Incentive Plan subject to its terms and conditions. The terms and conditions of the plan and the payments made thereunder may be varied from time to time by the Company in its absolute discretion as per the matrix which will be shared by your line manager on a quarterly basis.

Should you be eligible to receive bonus under the Payment of Bonus Act, 1965 ("Bonus Act"), any variable pay amount as described in the paragraphs above will be deemed to be considered in satisfaction of (i.e., adjusted towards) the bonus payable based on profits as per the Bonus Act. If the variable pay amount payable to you, as described and calculated in the paragraphs above, is less than your entitlement under the Bonus Act, the differential amount shall separately be paid to you within the timelines set out under the Bonus Act.

### **Annual Leave**

You will be entitled to leave and holidays in accordance with the Company's Time-off policy, as may be amended from time to time.

### **Retirement Age**

Your normal retirement age with the Company will be set out in the Company's Retirement Policy in force at the relevant time.

### **Benefits**

You are eligible to participate in the Company benefit plans which are set out in the enclosed benefits summary and does not form part of this Agreement.

## Notice Period

Either you or the Company may terminate your employment by giving the other party at least 60 days written notice [or such lesser period of notice which applies during your Probationary Period].



## Confidentiality

It is important that you recognize that during your employment with the Company you will have access to, and be entrusted with, confidential information and trade secrets relating to the Company and its Group Companies and any of our clients and customers. Both during and after your employment you must comply with all policies and procedures relating to confidentiality, confidential information, trade secrets and any stricter policy which applies to your role.

## Data Privacy

You will comply with all Company policies and procedures relating to data protection.

You consent to and acknowledge and understand that the Company will collect and process your personal information (including sensitive personal information) in accordance with any applicable privacy notice provided to you by the Company, as may be updated by Company from time to time.

You acknowledge and understand that the Company may make such information available to any Group Company, those who provide products or services to the Company or to any Group Company (such as advisers and payroll and expenses administrators), regulatory authorities, potential or future employers, governmental or quasi-governmental organisations and potential purchasers of the Company or any Group Company or the business in which you work.

## Post-Termination Restrictions

To protect the interests of the Company and/or each Group Company, you must not for a period of 3 months following the termination of your employment (the "Restricted Period") be involved in or carry out certain non-solicitation or poaching activities as set out in further detail in your Detailed Terms & Conditions at paragraph 19.

## Training

You must complete mandatory training, which will be organised by the Company, and be dependent on your role and may include the following: (this list is not exhaustive)

- Code of Conduct/Code of Business Conduct & Ethics;
- Anti Bribery & Corruption;
- Financial Crime (including Anti-Money Laundering and Terrorist Financing);
- Personal Account Dealing;
- Conflicts of interest;
- Information Security; and
- Prevention of Sexual Harassment at Workplace.

Subject to meeting any eligibility requirements, you may also have the opportunity to undertake additional optional training. Full details are available from the Company intranet.



**Refinitiv India Shared Services Private Limited**

(Formerly known as F&R India Operations and Shared Services Private Limited)

Registered Office: One World Centre, 12th Floor

Tower 1, 841 Senapati Bapat Marg,  
Mumbai 400 013, Maharashtra, India

Phone: +91 22 6180 7001

Fax: +91 22 6180 7700

CIN: U72200MH2018FTC309675



27 April 2022

Dear SHREYANKA MANI KUMAR,

Following our recent discussions, we are delighted to extend an offer of employment to you.

Enclosed is a Summary of Key Terms, any applicable Schedule/s and Detailed Terms and Conditions which set out important conditions relating to your employment and which, together, form your employment agreement ("Agreement") with Refinitiv India Shared Services Private Limited, now a part of LSEG, London Stock Exchange Group.

This offer is conditional upon you satisfying the relevant recruitment and screening conditions and procedures, and where applicable, the appropriate regulatory approvals.

On or before your first day of employment, you will need to provide written documentation which proves your eligibility to work in India.

You will also need to sign a copy of your Agreement (enclosed), confirming that you have read, understood and accept the terms set out in your Agreement.

We look forward to welcoming you to the Company.

Yours sincerely,

**Laura Thurston Group Head of Global Talent Acquisition & WFP**

**Encl**

- Summary of Key Terms
- Detailed Terms & Conditions
- Benefits Summary
- Data Privacy Policy

# Summary of Key Terms



THIS AGREEMENT is made on 27 April 2022.

BETWEEN

- (1) Refinitiv India Shared Services Private Limited, a company which has its registered office at One World Centre, 12th floor, Tower 1, 841 Senapati Bapat Marg, Mumbai 400 013, Maharashtra, India (the “Company”); and
- (2) SHREYANKA MANI KUMAR (the “Employee”)

**Name** SHREYANKA MANI KUMAR

**Employing Company** Refinitiv India Shared Services Private Limited

You consent to the transfer of your employment under this agreement to a Group Company at any time during your employment.

**“Group Company”** means the Company and all companies which are for the time being either a Holding Company of the Company or a Subsidiary of either the Company or any such Holding Company, including any of their predecessors, successors or assigns or any company which is designated a Group Company at any time by the directors of the board of the London Stock Exchange Group(LSEG) or the Company and any firm, company, corporate or other entity or organisation:

- (a) that is directly or indirectly controlled by the Company, or
- (b) that directly or indirectly controls the Company; or
- (c) that is directly or indirectly controlled by a third party who also directly or indirectly controls the Company; or
- (d) in which the Company or any Holding Company or Subsidiary is directly or indirectly beneficially interested in 10% (ten per cent) or more of that company's issued ordinary share capital.

**“Subsidiary and Holding Company”** in relation to a company mean “subsidiary” and “holding company” as defined in section 1159 of the Companies Act 2006.

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Your role will be Associate Content Analyst , Division: Operations.

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You will be eligible to participate in the Quarterly Incentive Plan subject to its terms and conditions. The terms and conditions of the plan and the payments made thereunder may be varied from time to time by the Company in its absolute discretion as per the matrix which will be shared by your line manager on a quarterly basis.

Should you be eligible to receive bonus under the Payment of Bonus Act, 1965 ("Bonus Act"), any variable pay amount as described in the paragraphs above will be deemed to be considered in satisfaction of (i.e., adjusted towards) the bonus payable based on profits as per the Bonus Act. If the variable pay amount payable to you, as described and calculated in the paragraphs above, is less than your entitlement under the Bonus Act, the differential amount shall separately be paid to you within the timelines set out under the Bonus Act.

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You will be entitled to leave and holidays in accordance with the Company's Time-off policy, as may be amended from time to time.

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You are eligible to participate in the Company benefit plans which are set out in the enclosed benefits summary and does not form part of this Agreement.

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## Confidentiality

It is important that you recognize that during your employment with the Company you will have access to, and be entrusted with, confidential information and trade secrets relating to the Company and its Group Companies and any of our clients and customers. Both during and after your employment you must comply with all policies and procedures relating to confidentiality, confidential information, trade secrets and any stricter policy which applies to your role.

## Data Privacy

You will comply with all Company policies and procedures relating to data protection.

You consent to and acknowledge and understand that the Company will collect and process your personal information (including sensitive personal information) in accordance with any applicable privacy notice provided to you by the Company, as may be updated by Company from time to time.

You acknowledge and understand that the Company may make such information available to any Group Company, those who provide products or services to the Company or to any Group Company (such as advisers and payroll and expenses administrators), regulatory authorities, potential or future employers, governmental or quasi-governmental organisations and potential purchasers of the Company or any Group Company or the business in which you work.

## Post-Termination Restrictions

To protect the interests of the Company and/or each Group Company, you must not for a period of 3 months following the termination of your employment (the "Restricted Period") be involved in or carry out certain non-solicitation or poaching activities as set out in further detail in your Detailed Terms & Conditions at paragraph 19.

## Training

You must complete mandatory training, which will be organised by the Company, and be dependent on your role and may include the following: (this list is not exhaustive)

- Code of Conduct/Code of Business Conduct & Ethics;
- Anti Bribery & Corruption;
- Financial Crime (including Anti-Money Laundering and Terrorist Financing);
- Personal Account Dealing;
- Conflicts of interest;
- Information Security; and
- Prevention of Sexual Harassment at Workplace.

Subject to meeting any eligibility requirements, you may also have the opportunity to undertake additional optional training. Full details are available from the Company intranet.



EY Global Delivery Services India LLP  
3rd Floor, Tower 'C',  
RMZ Infinity, Old Madras Road,  
Benniganahalli, K.R. Puram,  
Bangalore - 560016  
Karnataka , India

Tel: +91 080 6681 3000  
Fax: +91 080 6681 3334  
ey.com

Dear **M P K P L Reddy,**

**Subject: Letter of intent**

With reference to the campus selection process and the subsequent interviews that you had with us, we are pleased to extend a letter of intent subject to the following terms and conditions:

**1. Position:**

You will be offered a position in "**EY Global Delivery Services India LLP**" (the "Firm").

**2. Date of joining and work location:**

Your date of joining the company and work location will be communicated to you at a later stage.

**3. Annual Fixed compensation:**

You shall be paid an annual fixed compensation of **INR.450000/-** per annum. The annual fixed compensation will be subject to applicable taxes as per the provision of IncomeTax Act & will be paid to you after deduction of income tax and other applicable taxes at source.

As per policy of the Firm, in addition to your fixed compensation you will be eligible to participate in the EY GDS Variable Pay Bonus Program, which drives a pay for performance approach providing differential reward based on EY GDS, business unit and personal performance. This will be payable on or before 31 August 2022. This is subject to you being employed with the Firm as on the date of payment of Variable Pay Bonus. Employees who join the Firm during the year will be eligible for a prorated Variable Pay Bonus payment. The Variable Pay Bonus amount is subject to income tax deduction as per rules prescribed under the tax laws.

**4. Education Qualification:**

This letter of intent is subject to your successful completion of Btech exams by September 2022.

Please note that a detailed offer letter would be issued to you subsequently.

Looking forward to a mutually beneficial association.

Thanking you.

Yours faithfully,

for **EY Global Delivery Services India LLP**

Signed By : RAHUL DASGUPTA  
Reason : Offer Letter  
Location : Bangalore  
Date: 24-09-2021 16:16:53

**Authorized Signatory**





EY Global Delivery Services India LLP  
3rd Floor, Tower 'C',  
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Benniganahalli, K.R. Puram,  
Bangalore - 560016  
Karnataka , India

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Dear **Rekha Dd**,

**Subject: Letter of intent**

With reference to the campus selection process and the subsequent interviews that you had with us, we are pleased to extend a letter of intent subject to the following terms and conditions:

**1. Position:**

You will be offered a position in "**EY Global Delivery Services India LLP**" (the "Firm").

**2. Date of joining and work location:**

Your date of joining the company and work location will be communicated to you at a later stage.

**3. Annual Fixed compensation:**

You shall be paid an annual fixed compensation of **INR.483000/-** per annum. The annual fixed compensation will be subject to applicable taxes as per the provision of IncomeTax Act & will be paid to you after deduction of income tax and other applicable taxes at source.

As per policy of the Firm, in addition to your fixed compensation you will be eligible to participate in the EY GDS Variable Pay Bonus Program, which drives a pay for performance approach providing differential reward based on EY GDS, business unit and personal performance. This will be payable on or before 31 August 2023. This is subject to you being employed with the Firm as on the date of payment of Variable Pay Bonus. Employees who join the Firm during the year will be eligible for a prorated Variable Pay Bonus payment. The Variable Pay Bonus amount is subject to income tax deduction as per rules prescribed under the tax laws.

**4. Education Qualification:**

This letter of intent is subject to your successful completion of Btech exams by September 2023.

Please note that a detailed offer letter would be issued to you subsequently.

Looking forward to a mutually beneficial association.

Thanking you.

Yours faithfully,

for **EY Global Delivery Services India LLP**

Signed By : RAHUL DASGUPTA  
Reason : Offer Letter  
Location : Bangalore  
Date: 24-09-2021 16:16:53

**Authorized Signatory**







EY Global Delivery Services India LLP  
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Bangalore - 560016  
Karnataka , India

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Fax: +91 080 6681 3334  
ey.com

Dear **Sammedh Chaugala**,

**Subject: Letter of intent**

With reference to the campus selection process and the subsequent interviews that you had with us, we are pleased to extend a letter of intent subject to the following terms and conditions:

**1. Position:**

You will be offered a position in "**EY Global Delivery Services India LLP**" (the "Firm").

**2. Date of joining and work location:**

Your date of joining the company and work location will be communicated to you at a later stage.

**3. Annual Fixed compensation:**

You shall be paid an annual fixed compensation of **INR.483000/-** per annum. The annual fixed compensation will be subject to applicable taxes as per the provision of IncomeTax Act & will be paid to you after deduction of income tax and other applicable taxes at source.

As per policy of the Firm, in addition to your fixed compensation you will be eligible to participate in the EY GDS Variable Pay Bonus Program, which drives a pay for performance approach providing differential reward based on EY GDS, business unit and personal performance. This will be payable on or before 31 August 2023. This is subject to you being employed with the Firm as on the date of payment of Variable Pay Bonus. Employees who join the Firm during the year will be eligible for a prorated Variable Pay Bonus payment. The Variable Pay Bonus amount is subject to income tax deduction as per rules prescribed under the tax laws.

**4. Education Qualification:**

This letter of intent is subject to your successful completion of Btech exams by September 2023.

Please note that a detailed offer letter would be issued to you subsequently.

Looking forward to a mutually beneficial association.

Thanking you.

Yours faithfully,

for **EY Global Delivery Services India LLP**

Signed By : RAHUL DASGUPTA  
Reason : Offer Letter  
Location : Bangalore  
Date: 24-09-2021 16:16:53

**Authorized Signatory**





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Dear **Abhilasha Maurya**,

**Subject: Letter of intent**

With reference to the campus selection process and the subsequent interviews that you had with us, we are pleased to extend a letter of intent subject to the following terms and conditions:

**1. Position:**

You will be offered a position in "**EY Global Delivery Services India LLP**" (the "Firm").

**2. Date of joining and work location:**

Your date of joining the company and work location will be communicated to you at a later stage.

**3. Annual Fixed compensation:**

You shall be paid an annual fixed compensation of **INR.483000/-** per annum. The annual fixed compensation will be subject to applicable taxes as per the provision of IncomeTax Act & will be paid to you after deduction of income tax and other applicable taxes at source.

As per policy of the Firm, in addition to your fixed compensation you will be eligible to participate in the EY GDS Variable Pay Bonus Program, which drives a pay for performance approach providing differential reward based on EY GDS, business unit and personal performance. This will be payable on or before 31 August 2023. This is subject to you being employed with the Firm as on the date of payment of Variable Pay Bonus. Employees who join the Firm during the year will be eligible for a prorated Variable Pay Bonus payment. The Variable Pay Bonus amount is subject to income tax deduction as per rules prescribed under the tax laws.

**4. Education Qualification:**

This letter of intent is subject to your successful completion of Btech exams by September 2023.

Please note that a detailed offer letter would be issued to you subsequently.

Looking forward to a mutually beneficial association.

Thanking you.

Yours faithfully,

for **EY Global Delivery Services India LLP**

Signed By : RAHUL DASGUPTA  
Reason : Offer Letter  
Location : Bangalore  
Date: 24-09-2021 16:16:53

**Authorized Signatory**





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Karnataka , India

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Dear **Aditi**,

**Subject: Letter of intent**

With reference to the campus selection process and the subsequent interviews that you had with us, we are pleased to extend a letter of intent subject to the following terms and conditions:

**1. Position:**

You will be offered a position in "**EY Global Delivery Services India LLP**" (the "Firm").

**2. Date of joining and work location:**

Your date of joining the company and work location will be communicated to you at a later stage.

**3. Annual Fixed compensation:**

You shall be paid an annual fixed compensation of **INR.483000/-** per annum. The annual fixed compensation will be subject to applicable taxes as per the provision of IncomeTax Act & will be paid to you after deduction of income tax and other applicable taxes at source.

As per policy of the Firm, in addition to your fixed compensation you will be eligible to participate in the EY GDS Variable Pay Bonus Program, which drives a pay for performance approach providing differential reward based on EY GDS, business unit and personal performance. This will be payable on or before 31 August 2023. This is subject to you being employed with the Firm as on the date of payment of Variable Pay Bonus. Employees who join the Firm during the year will be eligible for a prorated Variable Pay Bonus payment. The Variable Pay Bonus amount is subject to income tax deduction as per rules prescribed under the tax laws.

**4. Education Qualification:**

This letter of intent is subject to your successful completion of Btech exams by September 2023.

Please note that a detailed offer letter would be issued to you subsequently.

Looking forward to a mutually beneficial association.

Thanking you.

Yours faithfully,

for **EY Global Delivery Services India LLP**

Signed By : RAHUL DASGUPTA  
Reason : Offer Letter  
Location : Bangalore  
Date: 24-09-2021 16:16:53

**Authorized Signatory**





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Dear **Akarsh Kumar**,

**Subject: Letter of intent**

With reference to the campus selection process and the subsequent interviews that you had with us, we are pleased to extend a letter of intent subject to the following terms and conditions:

**1. Position:**

You will be offered a position in "**EY Global Delivery Services India LLP**" (the "Firm").

**2. Date of joining and work location:**

Your date of joining the company and work location will be communicated to you at a later stage.

**3. Annual Fixed compensation:**

You shall be paid an annual fixed compensation of **INR.483000/-** per annum. The annual fixed compensation will be subject to applicable taxes as per the provision of IncomeTax Act & will be paid to you after deduction of income tax and other applicable taxes at source.

As per policy of the Firm, in addition to your fixed compensation you will be eligible to participate in the EY GDS Variable Pay Bonus Program, which drives a pay for performance approach providing differential reward based on EY GDS, business unit and personal performance. This will be payable on or before 31 August 2023. This is subject to you being employed with the Firm as on the date of payment of Variable Pay Bonus. Employees who join the Firm during the year will be eligible for a prorated Variable Pay Bonus payment. The Variable Pay Bonus amount is subject to income tax deduction as per rules prescribed under the tax laws.

**4. Education Qualification:**

This letter of intent is subject to your successful completion of Btech exams by September 2023.

Please note that a detailed offer letter would be issued to you subsequently.

Looking forward to a mutually beneficial association.

Thanking you.

Yours faithfully,

for **EY Global Delivery Services India LLP**

Signed By : RAHUL DASGUPTA  
Reason : Offer Letter  
Location : Bangalore  
Date: 24-09-2021 16:16:53

**Authorized Signatory**







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Dear **Akash SR**,

**Subject: Letter of intent**

With reference to the campus selection process and the subsequent interviews that you had with us, we are pleased to extend a letter of intent subject to the following terms and conditions:

**1. Position:**

You will be offered a position in "**EY Global Delivery Services India LLP**" (the "Firm").

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Looking forward to a mutually beneficial association.

Thanking you.

Yours faithfully,

for **EY Global Delivery Services India LLP**

Signed By : RAHUL DASGUPTA  
Reason : Offer Letter  
Location : Bangalore  
Date: 24-09-2021 16:16:53

**Authorized Signatory**





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Dear **Ameen Rabbani**,

**Subject: Letter of intent**

With reference to the campus selection process and the subsequent interviews that you had with us, we are pleased to extend a letter of intent subject to the following terms and conditions:

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Thanking you.

Yours faithfully,

for **EY Global Delivery Services India LLP**

Signed By : RAHUL DASGUPTA  
Reason : Offer Letter  
Location : Bangalore  
Date: 24-09-2021 16:16:53

**Authorized Signatory**





EY Global Delivery Services India LLP  
3rd Floor, Tower 'C',  
RMZ Infinity, Old Madras Road,  
Benniganahalli, K.R. Puram,  
Bangalore - 560016  
Karnataka , India

Tel: +91 080 6681 3000  
Fax: +91 080 6681 3334  
ey.com

Dear **Dheeraj C,**

**Subject: Letter of intent**

With reference to the campus selection process and the subsequent interviews that you had with us, we are pleased to extend a letter of intent subject to the following terms and conditions:

**1. Position:**

You will be offered a position in "**EY Global Delivery Services India LLP**" (the "Firm").

**2. Date of joining and work location:**

Your date of joining the company and work location will be communicated to you at a later stage.

**3. Annual Fixed compensation:**

You shall be paid an annual fixed compensation of **INR.483000/-** per annum. The annual fixed compensation will be subject to applicable taxes as per the provision of IncomeTax Act & will be paid to you after deduction of income tax and other applicable taxes at source.

As per policy of the Firm, in addition to your fixed compensation you will be eligible to participate in the EY GDS Variable Pay Bonus Program, which drives a pay for performance approach providing differential reward based on EY GDS, business unit and personal performance. This will be payable on or before 31 August 2023. This is subject to you being employed with the Firm as on the date of payment of Variable Pay Bonus. Employees who join the Firm during the year will be eligible for a prorated Variable Pay Bonus payment. The Variable Pay Bonus amount is subject to income tax deduction as per rules prescribed under the tax laws.

**4. Education Qualification:**

This letter of intent is subject to your successful completion of Btech exams by September 2023.

Please note that a detailed offer letter would be issued to you subsequently.

Looking forward to a mutually beneficial association.

Thanking you.

Yours faithfully,

for **EY Global Delivery Services India LLP**

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Dear **MD Mujeeb Ur Rehman G,**

**Subject: Letter of intent**

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Dear **Meghana SG**,

**Subject: Letter of intent**

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Yours faithfully,

for **EY Global Delivery Services India LLP**

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Dear **Mohammed Faisal**,

**Subject: Letter of intent**

With reference to the campus selection process and the subsequent interviews that you had with us, we are pleased to extend a letter of intent subject to the following terms and conditions:

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Thanking you.

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for **EY Global Delivery Services India LLP**

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Dear **Navya MS**,

**Subject: Letter of intent**

With reference to the campus selection process and the subsequent interviews that you had with us, we are pleased to extend a letter of intent subject to the following terms and conditions:

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This letter of intent is subject to your successful completion of Btech exams by September 2023.

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Thanking you.

Yours faithfully,

for **EY Global Delivery Services India LLP**

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Dear **Prajwal patil**,

**Subject: Letter of intent**

With reference to the campus selection process and the subsequent interviews that you had with us, we are pleased to extend a letter of intent subject to the following terms and conditions:

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Yours faithfully,

for **EY Global Delivery Services India LLP**

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Dear **Rafia Akahtar Maham**,

**Subject: Letter of intent**

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for **EY Global Delivery Services India LLP**

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Dear **Rituraj**,

**Subject: Letter of intent**

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Dear **Roshan Raj A,**

**Subject: Letter of intent**

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for **EY Global Delivery Services India LLP**

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Dear **Sahid Khan**,

**Subject: Letter of intent**

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Dear **Sneha Latha Reddy B,**

**Subject: Letter of intent**

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Dear **Varsha S Rajan**,

**Subject: Letter of intent**

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Reason : Offer Letter  
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**Authorized Signatory**





## Welcome to Wipro's Work Integrated Learning Program ("WILP")

**Work Integrated Learning Programme**  
**Wipro Limited, Dodda Kannelli**  
**Sarjapur Road, Bengaluru - 560 035.**  
**Phone: (080) 28440011/12, Fax: (080) 28440256**

Dear M SANDHYA,

### **Sub: Enrolment letter to Wipro's Work Integrated Learning Program ("WILP") as Scholar Trainee – Work Integrated Learning Program**

Welcome to WILP!

With reference to your application, it is our pleasure to enroll you as a Scholar Trainee – Work Integrated Learning Program. This is a scholarship program customized as a robust academic and training program which will enable you to obtain M-Tech degree from one of the premier engineering institution / University in India.

The duration of the academic program shall be 48 months from the **date of enrolment to the academic program**. You will be enrolled into the academic program within 12 months from date of joining. Your date of joining will be intimated through a separate communication.

We hope you enjoy the learning with WILP and have an enriching experience being a part of Wipro Limited ("Wipro or "Company").

Please read through the terms and conditions of your enrolment as provided below.

We look forward to having a long and fruitful relationship with you at WILP, Wish you all the best!

Yours sincerely,  
For **Wipro Limited**,

**Aparna Shailen**  
**General Manager - Human Resources**

#### **Endorsement**

I accept the enrolment and the terms and conditions thereof as specified below. I shall report for undergoing study on

#### **Terms & Conditions of Scholarship**

##### **1. PROFILE:**

You have been selected to be a part of Wipro's WILP and are enrolled as a Scholar Trainee- Work Integrated Learning Program. Upon joining WILP, you will have to undergo a "Project Readiness Program" ('PRP') that prepares you to participate in projects at the Company as part of this learning program. This robust academic program will also enable you to obtain **M-Tech degree from one of the premier engineering Institution / University** upon successful completion of the course.

##### **2. DURATION:**

The duration of your academic program will be for a period of 48 months from the date of enrolment to the academic program. You will be enrolled into the academic program within 12 months from date of joining. Unless the Company extends the period of your study in writing, which is done solely at the discretion of the Company, your enrolment would automatically terminate at the end of the stated 48 months.

In case the Company extends the academic period (in writing) you will continue to be enrolled as a Scholar Trainee – Work Integrated Learning Program with WILP.

### 3. Appointment details:

We provide support to our global customers through various Company locations in India to suit customer requirements by operating 24x7. You would be operating from any of these locations and in any of the shifts, including night shift, as may be decided by the Company, keeping in mind the business needs and deliverables to customers.

### 4. Scholarship/Stipend and Benefits

During your period of enrolment, you would be entitled to a consolidated monthly scholarship.

Apart from the monthly scholarship, the Company will provide you with life & accidental insurance that would include a cover for you, the premium / cost will be taken care of by Wipro. This is a voluntary benefit offered by the Company and the details of the same are listed below.

- i. A Group Personal Accident Insurance (GPAI) coverage of **Rs.12,00,000/-**. You could also choose to get additional coverage for a nominal and highly negotiated premium. More details on the policy are available in My Policies section in myWipro, the HR portal at Wipro.
- ii. Group Life Insurance coverage of **Rs.14, 00,000/-**. This sum insured is inclusive of cover as per EDLI (Employee Deposit Linked Insurance). You can also get an extra coverage for a nominal and highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

In addition to the above, you are also eligible for medical insurance cover towards hospitalization.

You are eligible for a floater coverage of Rs.2,00,000/- per annum for family (self, spouse & children) towards hospitalization. There will be a deduction from your monthly scholarship/stipend depending on your marital/family status towards the base sum insured premium. 10% of the claim amount would need to be borne by the employee/Scholar trainee.

Base Medical insurance is to be availed by the employee as default. It is accounted for in deductions as a nominal monthly charge. Top-Up cover is voluntary and charged as applicable during renewal timelines.

If you wish to enhance the coverage, a top up cover option is also available for a highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

The below table lists down your scholarship details:

| Period      | Scholarship | ESI | Consolidated Scholarship (Rs. Per Month) |
|-------------|-------------|-----|------------------------------------------|
| First year  | 15000       | 488 | 15,488/- (*)                             |
| Second year | 17000       | 553 | 17,553/- (*)                             |
| Third year  | 19000       | 618 | 19,618/- (*)                             |
| Fourth year | 23000       | 0   | 23,000/- (*)                             |

(\*) You shall be responsible for payment of all statutory contributions, taxes, dues and levies as may be required under the relevant laws including contributions under Employees' State Insurance Corporation Act (**at 0.75% of your Scholarship**) as and when applicable to you. Such contributions, taxes, dues and levies where required, shall be deducted from your Scholarship and benefits according to applicable laws and regulations.

Your fourth-year scholarship will continue until completion of your M-Tech program. Your enrolment into the MTech academic program within 12 months from date of joining.

You shall be eligible to receive a onetime "joining bonus" of Rs.75,000 after you join Wipro along with your first month salary. All applicable taxes on the payment of this amount will be borne by you. Please note in the event you leave the organization within 12 months from the date of joining, payment processed under Joining bonus shall be recovered from the employee at the time of exit.

The enhancement of the scholarship at the end of each academic year of study will be at the discretion of the Company and subject to your satisfactory progress of study, acquisition of skills, behavior, regularity and punctuality in attendance. Your continued enrolment in the course, will be at the discretion of the Company, and is subject to satisfactory academic performance and other requirements as prescribed in the WILP portal.

In case your project performance at any stage is not found to be at par with the requirement of WILP, then you would be placed on performance improvement program (PIP). If you fail to successfully complete the PIP, the Company may at its sole discretion discontinue your enrolment in the WILP program.

#### **Book Allowance:**

A Book Allowance of Rs.1,250/- will be provided to you per semester. This allowance will be given every semester except the last semester when you will be engaged in dissertation. The allowance will be paid to you centrally along with your scholarship during the course of each semester. The allowance will be subject to tax. Book allowance is applicable and paid only when you are registered for the semester.

#### **5. Training Agreement:**

- i. This letter of enrolment is subject to the execution of a training agreement in the prescribed proforma with Wipro Limited, Sarjapur Road, Doddakannelli, Bengaluru-560035 on or before joining the program ("Training Agreement").
- ii. This Training agreement shall be for a total period of 60 Months where you will be mentored for developing your skills and knowledge. This included technical training, in various formats, both online and offline and practical experience in various projects. The Company invests on your behalf for the cost of these trainings. Should you discontinue the WILP program or your enrolment with WILP is cancelled for any reason whatsoever before the completion of 60 months from the date of joining, the training expenses of Rs.75,000/-(Rupees Seventy five thousand only) will have to be paid by you as detailed in the Training Agreement.

#### **6. PROJECT READINESS PROGRAM (PRP)**

Upon enrolment, you will have to undergo a Project Readiness Program (PRP) to prepare you to participate in projects. This is offered by Wipro's - Talent Transformation Department to all campus and off-campus selects. The broad objective of PRP is to equip you with the necessary knowledge and skills that will enable you to start working on real-life project work which is an integral part of the WILP.

#### **7. Regulations of Academic study:**

- i. You will be enrolled for M-Tech program with a renowned institution ("University") that collaborates with Wipro for WILP.
- ii. Course specialization includes but is not limited to Software Systems, Software Engineering, Information Technology, Computing Systems and Infrastructure Management, Data Analytics, IoT, Cloud, Digital & Cyber security, Embedded Systems.
- iii. Your specialization and enrolment would be decided based on prevailing business requirements and decision of the Company is final and binding.
- iv. You will not be able to change Specialization track after enrolment.
- v. Overall program duration is 4 years from date of enrolment of academic program.
- vi. As per the program structure, a WILP Scholar trainee will register and pursue 4 to 6 courses per semester over 7 semesters.
- vii. You will be required to submit a project work / dissertation in your final semester (8<sup>th</sup> semester of your program). This will enable you to advance your professional capabilities by applying concepts and techniques in projects.
- viii. Each course has multiple evaluation components. This includes an assignment component, quiz, mid-semester examination and comprehension examination. All evaluation components are mandatory for securing a pass grade in a course as prescribed by the partnering institution.

- ix. Contact classes are organized as per the handout and calendar prepared and shared by the University at the beginning of each semester. In the normal course, one session of 2 hours duration per course per contact class is organized.
- x. You will be called upon to undergo studies during the hours and days as may be fixed by the Company from time to time. Normally, the study hours would be from 9:00am to 6:00pm
- xi. The faculty will take attendance/circulate attendance sheets for every session. It is your responsibility to ensure that your attendances are recorded properly.
- xii. WILP Scholar trainees are expected to be on time for every session. Punctuality is non-negotiable and the faculty reserves the right to deny entry and attendance to late comers.
- xiii. Attending 75% of contact session is mandatory for each course to appear for examinations.
- xiv. Not attending classes for reasons like medical/on the job training /late coming/personal problems and other similar reasons would be treated as absenteeism.
- xv. Scholar trainees who fail to meet the minimum attendance criteria will not qualify for comprehension exams for any of the registered courses in that semester.
- xvi. For any reason, you are not able to meet the minimum attendance criteria or not complete the mandatory assignments / quiz / examinations in any semester, you are required to repeat the same semester as and when the next batch is organized. In such cases, rules and regulations governing academic programs at that time would be applicable. In addition, additional semesters fees are to be borne by you as prescribed by the University.
- xvii. At the end of each semester, the performance of each Scholar Trainee in a course, is specified as a letter grade which is obtained through a Relative Grading procedure
- xviii. Any Scholar trainee securing 3 or more cumulative fail grade at any point in time will be expelled from WILP Program.
- xix. The 8th semester of study is fully devoted for dissertation / project work
- xx. If a Scholar trainee's CGPA is less than 5.5, the Scholar trainee will not be permitted to register for the dissertation. He/she has to re-appear for exams and secure a CGPA of 5.5 before taking up the dissertation. Also, a Scholar trainee with an E grade in any course will not be permitted to register for the Dissertation
- xxi. Project / Dissertation work has to be carried out by each individual separately. Teamwork is not permitted.
- xxii. The dissertation has to be completed strictly as per the guidelines that are outlined by collaborating institution.
- xxiii. WILP Scholar trainees are expected to maintain decorum and discipline in line with Wipro's professional work culture and environment.
- xxiv. In cases where a Scholar trainee deviates from the expected behaviour as prescribed by the WILP and partnering institution from time to time , strict action will be taken and the decision of the WILP Team / faculty /, University would be final and binding.
- xxv. Breach of integrity will be dealt with sternly. Such Scholar trainees will be asked to discontinue their studies and also expelled from WILP program.
- xxvi. On successful completion of the study, you will be eligible to receive the M-Tech degree from the collaborating University, in recognition of your successfully completing the course.
- xxvii. All Scholar trainees of the WILP will be given testimonials at the end of the successful completion of the M-Tech degree program. The testimonial contains the timeline in the WILP and the kind of project works carried during this opportunity.

Mode of contact session, examination pattern and other academic program norms are subject to change based on the prevailing situation / University norms declared from time to time. Decision of the University would be final and binding.

## **8. Conflict of Interest:**

- i. During your enrolment period with the WILP, you will focus exclusively on the requirements of the program. In addition to your study and academic requirements, you are required to engage yourself exclusively in the work assigned by Wipro and shall not take up any independent or individual assignments (whether part time or full time, in an advisory capacity or otherwise) directly or indirectly without the express written consent of Head /



## Manager of WILP Academy

- ii. You shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any person who is involved in activities, which are or shall be in conflict with the interests of Wipro.
- iii. The Conflict of Interest Policy also refers to the need on your part, during your enrolment and for a period of one year from the cessation of your enrolment with WILP (irrespective of the circumstances of, or the reasons for, the cessation) not to solicit, induce or encourage:
  - a. Any student/scholar trainee of the WILP to abandon /withdraw their enrolment with the program or to accept enrolment and/or employment with any competitor, supplier or any customer with whom you have a connection.
  - b. Any employee of Wipro to terminate their employment with Wipro or to accept employment with any competitor, supplier or any customer with whom you have a connection.
  - c. Any customer or vendor of Wipro to move their existing business with Wipro to a third party or to terminate their business relationship with Wipro.
  - d. Any existing employee and/or student of WILP to become associated with, or perform services of any type for any third party.
- iv. In case of any conflict or doubt, please discuss the matter with Head / Manager of WILP, to understand Wipro's position on this and resolve the conflict.

## 9. Obligation and Responsibilities:

- i. During the study period you will be governed by the WILP regulations and instructions as may be modified, from time to time, in relation to conduct, discipline and other matters.
- ii. During your study as part of WILP, Company expects you to undergo study in the area in which you are placed, with a high standard of initiative and efficiency. This is critical and Company has zero tolerance towards any deviations.
- iii. You would not be allowed to seek membership of any local or public body without the written approval from the Head / Manager of WILP.
- iv. During the study period and thereafter, you would not be allowed to give out to anyone in writing or by word of mouth or otherwise, particulars or details of work - process, technical know-how, research carried out, security arrangements, or administrative and/or organizational matters of confidential or secret nature which you may come across during your academic study or become known to you by virtue of your undergoing study under WILP or otherwise.
- v. You are bound by all regulations, instructions and policies of the WILP and Wipro. These are updated / modified on a periodic basis and new policies may be introduced and notified to Scholar trainees from time to time and you will be bound to comply with the same.
- vi. In consideration of the opportunities, trainings and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by WILP/Wipro and in the course of your association with WILP. This covenant shall endure during your association and beyond the cessation of your association with WILP (irrespective of the circumstances of, or the reasons for, the cessation).
- vii. In connection with your association with Wipro as part of the WILP and during the term of your association upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business or academic session hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

During the period of academic study, if you develop or conceptualize inventions, ideas, concepts, discoveries, techniques and improvements (including without limitation computer software) solely or jointly with others in relation to the operation of the WILP / Wipro, such developments will be fully communicated to the WILP academy and will be the sole intellectual property of Wipro. You agree to cooperate in the execution of documents to facilitate the assignment of such intellectual property when required.

## 10. Confidentiality:

- i. In consideration of the opportunities, training and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by Wipro and in the course of your enrolment. This covenant shall endure during your enrolment and beyond the cessation of your enrolment with Wipro (irrespective of the circumstances of, or the reasons for, the cessation).
- ii. During your training on projects at Wipro, you will be expected not to use or disclose any confidential information, including trade secrets, of any former employer (if any) or other person with whom you have an obligation of confidentiality and by signing below you affirm that you have no conflicting obligations or non-compete agreements that would prevent you from working without limitation for Wipro.

## **11. Assignment of Intellectual Property**

In connection with your enrolment and during the term of your enrolment, upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

## **12. Posting**

During the initial study period, initially you would be made familiar with Wipro, but you may if needed be re-assigned or transferred to another division, department, establishment or new location where Wipro, has its office or operation and WILP classes are running in the particular location, in India, without enhancing the scholarship amount. On placement of this nature, you will also be governed by the disciplinary rules and regulations as applicable in that unit/branch. You may also be placed in any sister company of Wipro, for practical studies.

## **13. Misconduct:**

- i. In case you are charged with any misconduct or disciplinary issue during your study period, your enrolment with WILP may be temporarily placed on suspension without payment of scholarship amount, for such period as Wipro may deem fit. If the charges against you are proved to be true, your enrolment may be immediately cancelled, without any notice or payment of scholarship in lieu of notice notwithstanding any clause of this letter of enrolment. It is clarified that this clause is without prejudice to Wipro's rights to enforce the Training Agreement duly signed by you even after cancellation of your enrolment for whatever reasons as the case may be.
- ii. Notwithstanding the condition regarding written notice of termination and without prejudice to Wipro's right to enforce the Training agreement, Wipro shall have the right to terminate your academic study without any notice or payment of scholarship in lieu thereof, if any declaration given or information furnished by you to WILP/ Wipro is found to be false or if you are found to have willfully suppressed any material information.

**Please note that at any stage, whether during your selection process or upon enrolment with the WILP, if it is brought to our notice that you have indulged in malpractices or used illegal means to clear your online assessment, Wipro shall withdraw or revoke the enrolment and cancel the same with immediate effect and we reserve our rights to take suitable action against you as we may deem fit.**

## **14. Cancellation of Enrolment:**

Notwithstanding any of the clauses of this letter of enrolment, Company reserves the right at its sole discretion to cancel this enrolment during the study period without assigning any reason, by giving one month's (30 days) notice or one month's scholarship/stipend in lieu of notice.

## **15. Study Hours:**

- i. As a Scholar Trainee – Work Integrated Learning Program, you will be called upon to undergo studies during the hours and days as may be fixed by WILP from time to time as per the University requirements.
- ii. You would be assigned to any of the locations and any project work as part of your WILP as may be decided by the Company.
- iii. The full day lecture sessions will be held at any of Wipro's other establishments/outsourced venue. You may also be called upon to attend academic study as and when required on holidays, as may be scheduled in accordance with the convenience of the organizing team of the WILP.
- iv. The university will plan contact classes in multiple format to suit the project work situations and university guidelines such as contact classes in ILT (instructor Led training) and / or VILT (virtual Instructor Led Training and Self-Directed / Recorded lecture sessions).

## 16. General:

- i. This letter of enrolment is subject to the condition that you have not provided us with any false declaration or wilfully suppressed any material information. If you have, you will be liable for cancellation of enrolment from the WILP without any prior notice.
- ii. The terms of this letter of enrolment may be specifically enforced legally, if required. In this connection, if any of the provisions of this letter are declared or found to be void or unenforceable due to any reason whatsoever, the remaining provisions of this letter shall continue in full force and effect.
- iii. These enrolment terms supersede and replace any existing agreement or understanding, if any, between Wipro and you relating to the same subject matter.
- iv. You warrant that you are not prevented by a court or by any other administrative or judicial order from enrolling under this agreement. In the event that you are not a citizen of the country of posting, you should have a valid work permit to work in the country of posting.
- v. During the period of enrolment you are required to comply with all policies of WILP and Wipro. These policies are updated / modified on a periodic basis and new policies may be introduced and notified to the Scholar Trainees from time to time. You agree to comply with all policies as modified from time to time.

## 17. On Completion/Cancellation of Academic Program:

- i. On Completion of the academic program or cancellation of your enrolment , as the case may be, you will immediately surrender to Wipro/ the Academy all specifications, formulae, documents, literature, drawings or records, etc. belonging to Wipro/ the Academy or relating to its business and shall not make or retain any copies of these items.
- ii. You are not eligible to receive testimonial certificate if you do not successfully complete the academic study in accordance with this letter of enrolment and the study scheme formulated by the Academy.
- iii. Wipro reserves the right to offer employment at its sole discretion to a Scholar trainee on successful and satisfactory completion of the academic study.

## 18. Acceptance of Enrolment Letter:

Upon accepting the above terms and conditions, you are required to return the duplicate of this letter of enrolment, duly signed by you as a token of your acceptance on the day of joining WILP program.

Please confirm that the above terms are acceptable to you and that you accept the enrolment by signing a copy of this letter of enrolment and submit the same on the date of joining.

## 19. Work Allocation:

As part of your work responsibilities, you may be assigned to work on certain projects/accounts or other assignments as may be deemed fit by the Company in its sole discretion. Refusal to accept and deliver on such assignments shall be treated as a refusal to work and may result in termination of your employment or other disciplinary action.

Yours sincerely,

For **Wipro Limited**,



**Aparna Shailen**  
**General Manager - Human Resources**

I have read, understood and agree to accept the enrolment on the terms and conditions herein.

I shall be present for the induction session on

## **ANNEXURE I**

### **CONFIRMATION ON SHARING PERSONAL INFORMATION (AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT, 2000)**

I Radheshyam Thakur, confirm that I am voluntarily sharing my Personal Information with Wipro Limited ('Wipro') being a part of WILP of Wipro for the following purposes:

- a. validating my application form and retaining records on the same for any future reference/verification;
- b. processing my application form including background verification checks;
- c. academic study related actions including record keeping, processing scholarship advance and benefits and any action required in the context of my enrolment with Wipro, being a part of WILP.

In this context, I also agree to the retention of such Personal Information by Wipro for any future reference/verification and authorize Wipro to transfer the same to a third party.

I understand that 'Personal Information' means any information, relating to me that is available with Wipro and is capable of identifying me."

## **ANNEXURE II**

I hereby confirm that I shall submit the required academic certificate including but not limited to mark sheet and Provisional or Convocation Degree Certificate within 3 months from my date of joining. I understand that my enrolment is subject to my aggregate meeting the Wipro eligibility criteria and submission of the above mentioned documents.

I hereby declare that all the particulars mentioned above are true to the best of my knowledge. In the event of my failure to submit the above mentioned documents or in case of any discrepancy, I shall be liable for termination of my enrolment with Wipro.

## **ANNEXURE – III**

### **INITIAL INDUCTION PROGRAM**

The Talent Transformation team at Wipro groom's campus selects to help them face the challenges of the corporate world.

A holistic 360 degree approach to training is adopted and helps them hone their fundamental computer skills followed by insights into Wipro businesses, process, technology and behavioural skills.

To understand and appreciate the mindset of the young Trainees and ensure that the transformation is smooth, the induction program is done by a team of dedicated professionals who have exposure to the academic and corporate sectors alike. Project Readiness Program (PRP) is a training program designed to address the basic learning needs of the Trainees.

#### **Corporate Readiness Program - CRP**

The CRP program is focused on making young Trainees comfortable in a corporate environment. This program starts with a corporate induction.

"EMERGE" a behavioural skills building training program ensures that the fresh Trainee start feeling at ease in the "corporate world". This activity based behavioural intervention informs the new entrants about the corporate work culture and business etiquette.

#### **Technology Readiness Program - TRP**

The technology training provides critical technical skills required to work on projects allocated to Trainees and prepare to face the demands of the project world. We begin doing this by familiarizing with Wipro's businesses and work environment.

The methodology of training is "Project Based Learning" (PBL) approach, the entire learning is designed around a series of projects that the recruits are expected to complete individually by learning and applying various topics required to complete the project. Starting with individual projects, the PBL approach ends with recruits working on a team project.

## **ANNEXURE – IV**

I have read and understood the terms of my enrolment letter. I agree and acknowledge that I am a Student/Scholar trainee with Wipro's WILP. I further undertake that I shall not represent to any person within Wipro or any other third

party that I am an employee of Wipro Ltd and I fully understand that such false representation shall entail severe disciplinary action including immediate cancellation of my enrolment.

### **Travel, Accommodation, Food & Other Miscellaneous Expenses**

#### **Travel**

- i. You would be entitled for Rs. 1500 from the date of appointment as a lump sum amount that will be credited with your first month stipend. You may utilize this amount towards Travel and you would not need to submit bills towards usage of this amount.
- ii. There is no provision for reimbursement/allowance towards any expenses incurred in lieu of attending training or classes at different locations in the same city.

#### **Accommodation, Food & other Miscellaneous Expenses**

- i. You would be entitled for Rs.400 per day for 8 days (total amount of Rs.3,200) from the date of joining. You may utilize this amount towards accommodation, food & other miscellaneous expenses. This would be paid as a lump sum amount that will be credited with your first month stipend and you would not need to submit bills towards usage of this amount.
- ii. If your posting location (the location where you would be based out of after training) is different from the training location (location where you undergo initial training), you would be entitled for the following:  
  
Settlement and Miscellaneous Expenses: Rs.1200 per day for 7 days (total amount of Rs. 8,400) from the date of reporting to the posting location. You may utilize this amount towards boarding, lodging, conveyance & other miscellaneous expenses.
- iii. Any location change after reporting to posting location will be treated as relocation/transfer and will be covered under the Transfer policy for Team Rainbow. For details you can refer the policy at myWipro-> My Policies -> India->My Travel>Transfer Policy-Team Rainbow.
- iv. Campus joiners would not be eligible for accommodation at the Wipro guest houses.

**Please note in the event that the employee leaves the organization within 6 months from the date of joining, all payments processed under Joining & Relocation Entitlements shall be recovered from the employee at the time of exit.**

**Skill Preferences 1 :** [DAAI -Cloud & Digital Database](#)

**Location Preferences 1 :** [Bangalore](#)

**Skill Preferences 2 :** [CEP-SAP-ABAP](#)

**Location Preferences 2 :** [Mysore](#)

**Skill Preferences 3 :** [Python App](#)

**Location Preferences 3 :** [Chennai](#)

☒ Accept ☐ Decline

☒ **Signature** [Radheshyam Thakur 25/1/2023 10:00 PM](#)  
(checking the checkbox above is equivalent to a handwritten signature)

Registered Office:

**Wipro Limited** T :+91 (80) 2844 0011

Doddakannelli F :+91 (80) 2844 0054

Sarjapur Road E :info@wipro.com

Bengaluru 560 035 W :wipro.com

India C :L32102KA1945PLC020800

26168298



## Welcome to Wipro's Work Integrated Learning Program ("WILP")

**Work Integrated Learning Programme**  
**Wipro Limited, Dodda Kannelli**  
**Sarjapur Road, Bengaluru - 560 035.**  
**Phone: (080) 28440011/12, Fax: (080) 28440256**

Dear MADHAN R,

### **Sub: Enrolment letter to Wipro's Work Integrated Learning Program ("WILP") as Scholar Trainee – Work Integrated Learning Program**

Welcome to WILP!

With reference to your application, it is our pleasure to enroll you as a Scholar Trainee – Work Integrated Learning Program. This is a scholarship program customized as a robust academic and training program which will enable you to obtain M-Tech degree from one of the premier engineering institution / University in India.

The duration of the academic program shall be 48 months from the **date of enrolment to the academic program**. You will be enrolled into the academic program within 12 months from date of joining. Your date of joining will be intimated through a separate communication.

We hope you enjoy the learning with WILP and have an enriching experience being a part of Wipro Limited ("Wipro or "Company").

Please read through the terms and conditions of your enrolment as provided below.

We look forward to having a long and fruitful relationship with you at WILP, Wish you all the best!

Yours sincerely,  
For **Wipro Limited**,

**Aparna Shailen**  
**General Manager - Human Resources**

#### **Endorsement**

I accept the enrolment and the terms and conditions thereof as specified below. I shall report for undergoing study on

#### **Terms & Conditions of Scholarship**

##### **1. PROFILE:**

You have been selected to be a part of Wipro's WILP and are enrolled as a Scholar Trainee- Work Integrated Learning Program. Upon joining WILP, you will have to undergo a "Project Readiness Program" ('PRP') that prepares you to participate in projects at the Company as part of this learning program. This robust academic program will also enable you to obtain **M-Tech degree from one of the premier engineering Institution / University** upon successful completion of the course.

##### **2. DURATION:**

The duration of your academic program will be for a period of 48 months from the date of enrolment to the academic program. You will be enrolled into the academic program within 12 months from date of joining. Unless the Company extends the period of your study in writing, which is done solely at the discretion of the Company, your enrolment would automatically terminate at the end of the stated 48 months.

In case the Company extends the academic period (in writing) you will continue to be enrolled as a Scholar Trainee – Work Integrated Learning Program with WILP.

### 3. Appointment details:

We provide support to our global customers through various Company locations in India to suit customer requirements by operating 24x7. You would be operating from any of these locations and in any of the shifts, including night shift, as may be decided by the Company, keeping in mind the business needs and deliverables to customers.

### 4. Scholarship/Stipend and Benefits

During your period of enrolment, you would be entitled to a consolidated monthly scholarship.

Apart from the monthly scholarship, the Company will provide you with life & accidental insurance that would include a cover for you, the premium / cost will be taken care of by Wipro. This is a voluntary benefit offered by the Company and the details of the same are listed below.

- i. A Group Personal Accident Insurance (GPAI) coverage of **Rs.12,00,000/-**. You could also choose to get additional coverage for a nominal and highly negotiated premium. More details on the policy are available in My Policies section in myWipro, the HR portal at Wipro.
- ii. Group Life Insurance coverage of **Rs.14, 00,000/-**. This sum insured is inclusive of cover as per EDLI (Employee Deposit Linked Insurance). You can also get an extra coverage for a nominal and highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

In addition to the above, you are also eligible for medical insurance cover towards hospitalization.

You are eligible for a floater coverage of Rs.2,00,000/- per annum for family (self, spouse & children) towards hospitalization. There will be a deduction from your monthly scholarship/stipend depending on your marital/family status towards the base sum insured premium. 10% of the claim amount would need to be borne by the employee/Scholar trainee.

Base Medical insurance is to be availed by the employee as default. It is accounted for in deductions as a nominal monthly charge. Top-Up cover is voluntary and charged as applicable during renewal timelines.

If you wish to enhance the coverage, a top up cover option is also available for a highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

The below table lists down your scholarship details:

| Period      | Scholarship | ESI | Consolidated Scholarship (Rs. Per Month) |
|-------------|-------------|-----|------------------------------------------|
| First year  | 15000       | 488 | 15,488/- (*)                             |
| Second year | 17000       | 553 | 17,553/- (*)                             |
| Third year  | 19000       | 618 | 19,618/- (*)                             |
| Fourth year | 23000       | 0   | 23,000/- (*)                             |

(\*) You shall be responsible for payment of all statutory contributions, taxes, dues and levies as may be required under the relevant laws including contributions under Employees' State Insurance Corporation Act (**at 0.75% of your Scholarship**) as and when applicable to you. Such contributions, taxes, dues and levies where required, shall be deducted from your Scholarship and benefits according to applicable laws and regulations.

Your fourth-year scholarship will continue until completion of your M-Tech program. Your enrolment into the MTech academic program within 12 months from date of joining.

You shall be eligible to receive a onetime "joining bonus" of Rs.75,000 after you join Wipro along with your first month salary. All applicable taxes on the payment of this amount will be borne by you. Please note in the event you leave the organization within 12 months from the date of joining, payment processed under Joining bonus shall be recovered from the employee at the time of exit.

The enhancement of the scholarship at the end of each academic year of study will be at the discretion of the Company and subject to your satisfactory progress of study, acquisition of skills, behavior, regularity and punctuality in attendance. Your continued enrolment in the course, will be at the discretion of the Company, and is subject to satisfactory academic performance and other requirements as prescribed in the WILP portal.

In case your project performance at any stage is not found to be at par with the requirement of WILP, then you would be placed on performance improvement program (PIP). If you fail to successfully complete the PIP, the Company may at its sole discretion discontinue your enrolment in the WILP program.

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A Book Allowance of Rs.1,250/- will be provided to you per semester. This allowance will be given every semester except the last semester when you will be engaged in dissertation. The allowance will be paid to you centrally along with your scholarship during the course of each semester. The allowance will be subject to tax. Book allowance is applicable and paid only when you are registered for the semester.

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- i. This letter of enrolment is subject to the execution of a training agreement in the prescribed proforma with Wipro Limited, Sarjapur Road, Doddakannelli, Bengaluru-560035 on or before joining the program ("Training Agreement").
- ii. This Training agreement shall be for a total period of 60 Months where you will be mentored for developing your skills and knowledge. This included technical training, in various formats, both online and offline and practical experience in various projects. The Company invests on your behalf for the cost of these trainings. Should you discontinue the WILP program or your enrolment with WILP is cancelled for any reason whatsoever before the completion of 60 months from the date of joining, the training expenses of Rs.75,000/-(Rupees Seventy five thousand only) will have to be paid by you as detailed in the Training Agreement.

#### **6. PROJECT READINESS PROGRAM (PRP)**

Upon enrolment, you will have to undergo a Project Readiness Program (PRP) to prepare you to participate in projects. This is offered by Wipro's - Talent Transformation Department to all campus and off-campus selects. The broad objective of PRP is to equip you with the necessary knowledge and skills that will enable you to start working on real-life project work which is an integral part of the WILP.

#### **7. Regulations of Academic study:**

- i. You will be enrolled for M-Tech program with a renowned institution ("University") that collaborates with Wipro for WILP.
- ii. Course specialization includes but is not limited to Software Systems, Software Engineering, Information Technology, Computing Systems and Infrastructure Management, Data Analytics, IoT, Cloud, Digital & Cyber security, Embedded Systems.
- iii. Your specialization and enrolment would be decided based on prevailing business requirements and decision of the Company is final and binding.
- iv. You will not be able to change Specialization track after enrolment.
- v. Overall program duration is 4 years from date of enrolment of academic program.
- vi. As per the program structure, a WILP Scholar trainee will register and pursue 4 to 6 courses per semester over 7 semesters.
- vii. You will be required to submit a project work / dissertation in your final semester (8<sup>th</sup> semester of your program). This will enable you to advance your professional capabilities by applying concepts and techniques in projects.
- viii. Each course has multiple evaluation components. This includes an assignment component, quiz, mid-semester examination and comprehension examination. All evaluation components are mandatory for securing a pass grade in a course as prescribed by the partnering institution.



- ix. Contact classes are organized as per the handout and calendar prepared and shared by the University at the beginning of each semester. In the normal course, one session of 2 hours duration per course per contact class is organized.
- x. You will be called upon to undergo studies during the hours and days as may be fixed by the Company from time to time. Normally, the study hours would be from 9:00am to 6:00pm
- xi. The faculty will take attendance/circulate attendance sheets for every session. It is your responsibility to ensure that your attendances are recorded properly.
- xii. WILP Scholar trainees are expected to be on time for every session. Punctuality is non-negotiable and the faculty reserves the right to deny entry and attendance to late comers.
- xiii. Attending 75% of contact session is mandatory for each course to appear for examinations.
- xiv. Not attending classes for reasons like medical/on the job training /late coming/personal problems and other similar reasons would be treated as absenteeism.
- xv. Scholar trainees who fail to meet the minimum attendance criteria will not qualify for comprehension exams for any of the registered courses in that semester.
- xvi. For any reason, you are not able to meet the minimum attendance criteria or not complete the mandatory assignments / quiz / examinations in any semester, you are required to repeat the same semester as and when the next batch is organized. In such cases, rules and regulations governing academic programs at that time would be applicable. In addition, additional semesters fees are to be borne by you as prescribed by the University.
- xvii. At the end of each semester, the performance of each Scholar Trainee in a course, is specified as a letter grade which is obtained through a Relative Grading procedure
- xviii. Any Scholar trainee securing 3 or more cumulative fail grade at any point in time will be expelled from WILP Program.
- xix. The 8th semester of study is fully devoted for dissertation / project work
- xx. If a Scholar trainee's CGPA is less than 5.5, the Scholar trainee will not be permitted to register for the dissertation. He/she has to re-appear for exams and secure a CGPA of 5.5 before taking up the dissertation. Also, a Scholar trainee with an E grade in any course will not be permitted to register for the Dissertation
- xxi. Project / Dissertation work has to be carried out by each individual separately. Teamwork is not permitted.
- xxii. The dissertation has to be completed strictly as per the guidelines that are outlined by collaborating institution.
- xxiii. WILP Scholar trainees are expected to maintain decorum and discipline in line with Wipro's professional work culture and environment.
- xxiv. In cases where a Scholar trainee deviates from the expected behaviour as prescribed by the WILP and partnering institution from time to time , strict action will be taken and the decision of the WILP Team / faculty /, University would be final and binding.
- xxv. Breach of integrity will be dealt with sternly. Such Scholar trainees will be asked to discontinue their studies and also expelled from WILP program.
- xxvi. On successful completion of the study, you will be eligible to receive the M-Tech degree from the collaborating University, in recognition of your successfully completing the course.
- xxvii. All Scholar trainees of the WILP will be given testimonials at the end of the successful completion of the M-Tech degree program. The testimonial contains the timeline in the WILP and the kind of project works carried during this opportunity.

Mode of contact session, examination pattern and other academic program norms are subject to change based on the prevailing situation / University norms declared from time to time. Decision of the University would be final and binding.

## **8. Conflict of Interest:**

- i. During your enrolment period with the WILP, you will focus exclusively on the requirements of the program. In addition to your study and academic requirements, you are required to engage yourself exclusively in the work assigned by Wipro and shall not take up any independent or individual assignments (whether part time or full time, in an advisory capacity or otherwise) directly or indirectly without the express written consent of Head /

## Manager of WILP Academy

- ii. You shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any person who is involved in activities, which are or shall be in conflict with the interests of Wipro.
- iii. The Conflict of Interest Policy also refers to the need on your part, during your enrolment and for a period of one year from the cessation of your enrolment with WILP (irrespective of the circumstances of, or the reasons for, the cessation) not to solicit, induce or encourage:
  - a. Any student/scholar trainee of the WILP to abandon /withdraw their enrolment with the program or to accept enrolment and/or employment with any competitor, supplier or any customer with whom you have a connection.
  - b. Any employee of Wipro to terminate their employment with Wipro or to accept employment with any competitor, supplier or any customer with whom you have a connection.
  - c. Any customer or vendor of Wipro to move their existing business with Wipro to a third party or to terminate their business relationship with Wipro.
  - d. Any existing employee and/or student of WILP to become associated with, or perform services of any type for any third party.
- iv. In case of any conflict or doubt, please discuss the matter with Head / Manager of WILP, to understand Wipro's position on this and resolve the conflict.

## 9. Obligation and Responsibilities:

- i. During the study period you will be governed by the WILP regulations and instructions as may be modified, from time to time, in relation to conduct, discipline and other matters.
- ii. During your study as part of WILP, Company expects you to undergo study in the area in which you are placed, with a high standard of initiative and efficiency. This is critical and Company has zero tolerance towards any deviations.
- iii. You would not be allowed to seek membership of any local or public body without the written approval from the Head / Manager of WILP.
- iv. During the study period and thereafter, you would not be allowed to give out to anyone in writing or by word of mouth or otherwise, particulars or details of work - process, technical know-how, research carried out, security arrangements, or administrative and/or organizational matters of confidential or secret nature which you may come across during your academic study or become known to you by virtue of your undergoing study under WILP or otherwise.
- v. You are bound by all regulations, instructions and policies of the WILP and Wipro. These are updated / modified on a periodic basis and new policies may be introduced and notified to Scholar trainees from time to time and you will be bound to comply with the same.
- vi. In consideration of the opportunities, trainings and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by WILP/Wipro and in the course of your association with WILP. This covenant shall endure during your association and beyond the cessation of your association with WILP (irrespective of the circumstances of, or the reasons for, the cessation).
- vii. In connection with your association with Wipro as part of the WILP and during the term of your association upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business or academic session hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

During the period of academic study, if you develop or conceptualize inventions, ideas, concepts, discoveries, techniques and improvements (including without limitation computer software) solely or jointly with others in relation to the operation of the WILP / Wipro, such developments will be fully communicated to the WILP academy and will be the sole intellectual property of Wipro. You agree to cooperate in the execution of documents to facilitate the assignment of such intellectual property when required.

## 10. Confidentiality:

- i. In consideration of the opportunities, training and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by Wipro and in the course of your enrolment. This covenant shall endure during your enrolment and beyond the cessation of your enrolment with Wipro (irrespective of the circumstances of, or the reasons for, the cessation).
- ii. During your training on projects at Wipro, you will be expected not to use or disclose any confidential information, including trade secrets, of any former employer (if any) or other person with whom you have an obligation of confidentiality and by signing below you affirm that you have no conflicting obligations or non-compete agreements that would prevent you from working without limitation for Wipro.

## **11. Assignment of Intellectual Property**

In connection with your enrolment and during the term of your enrolment, upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

## **12. Posting**

During the initial study period, initially you would be made familiar with Wipro, but you may if needed be re-assigned or transferred to another division, department, establishment or new location where Wipro, has its office or operation and WILP classes are running in the particular location, in India, without enhancing the scholarship amount. On placement of this nature, you will also be governed by the disciplinary rules and regulations as applicable in that unit/branch. You may also be placed in any sister company of Wipro, for practical studies.

## **13. Misconduct:**

- i. In case you are charged with any misconduct or disciplinary issue during your study period, your enrolment with WILP may be temporarily placed on suspension without payment of scholarship amount, for such period as Wipro may deem fit. If the charges against you are proved to be true, your enrolment may be immediately cancelled, without any notice or payment of scholarship in lieu of notice notwithstanding any clause of this letter of enrolment. It is clarified that this clause is without prejudice to Wipro's rights to enforce the Training Agreement duly signed by you even after cancellation of your enrolment for whatever reasons as the case may be.
- ii. Notwithstanding the condition regarding written notice of termination and without prejudice to Wipro's right to enforce the Training agreement, Wipro shall have the right to terminate your academic study without any notice or payment of scholarship in lieu thereof, if any declaration given or information furnished by you to WILP/ Wipro is found to be false or if you are found to have willfully suppressed any material information.

**Please note that at any stage, whether during your selection process or upon enrolment with the WILP, if it is brought to our notice that you have indulged in malpractices or used illegal means to clear your online assessment, Wipro shall withdraw or revoke the enrolment and cancel the same with immediate effect and we reserve our rights to take suitable action against you as we may deem fit.**

## **14. Cancellation of Enrolment:**

Notwithstanding any of the clauses of this letter of enrolment, Company reserves the right at its sole discretion to cancel this enrolment during the study period without assigning any reason, by giving one months' (30 days) notice or one month's scholarship/stipend in lieu of notice.

## **15. Study Hours:**

- i. As a Scholar Trainee – Work Integrated Learning Program, you will be called upon to undergo studies during the hours and days as may be fixed by WILP from time to time as per the University requirements.
- ii. You would be assigned to any of the locations and any project work as part of your WILP as may be decided by the Company.
- iii. The full day lecture sessions will be held at any of Wipro's other establishments/outsourced venue. You may also be called upon to attend academic study as and when required on holidays, as may be scheduled in accordance with the convenience of the organizing team of the WILP.
- iv. The university will plan contact classes in multiple format to suit the project work situations and university guidelines such as contact classes in ILT (instructor Led training) and / or VILT (virtual Instructor Led Training and Self-Directed / Recorded lecture sessions).

## 16. General:

- i. This letter of enrolment is subject to the condition that you have not provided us with any false declaration or wilfully suppressed any material information. If you have, you will be liable for cancellation of enrolment from the WILP without any prior notice.
- ii. The terms of this letter of enrolment may be specifically enforced legally, if required. In this connection, if any of the provisions of this letter are declared or found to be void or unenforceable due to any reason whatsoever, the remaining provisions of this letter shall continue in full force and effect.
- iii. These enrolment terms supersede and replace any existing agreement or understanding, if any, between Wipro and you relating to the same subject matter.
- iv. You warrant that you are not prevented by a court or by any other administrative or judicial order from enrolling under this agreement. In the event that you are not a citizen of the country of posting, you should have a valid work permit to work in the country of posting.
- v. During the period of enrolment you are required to comply with all policies of WILP and Wipro. These policies are updated / modified on a periodic basis and new policies may be introduced and notified to the Scholar Trainees from time to time. You agree to comply with all policies as modified from time to time.

## 17. On Completion/Cancellation of Academic Program:

- i. On Completion of the academic program or cancellation of your enrolment , as the case may be, you will immediately surrender to Wipro/ the Academy all specifications, formulae, documents, literature, drawings or records, etc. belonging to Wipro/ the Academy or relating to its business and shall not make or retain any copies of these items.
- ii. You are not eligible to receive testimonial certificate if you do not successfully complete the academic study in accordance with this letter of enrolment and the study scheme formulated by the Academy.
- iii. Wipro reserves the right to offer employment at its sole discretion to a Scholar trainee on successful and satisfactory completion of the academic study.

## 18. Acceptance of Enrolment Letter:

Upon accepting the above terms and conditions, you are required to return the duplicate of this letter of enrolment, duly signed by you as a token of your acceptance on the day of joining WILP program.

Please confirm that the above terms are acceptable to you and that you accept the enrolment by signing a copy of this letter of enrolment and submit the same on the date of joining.

## 19. Work Allocation:

As part of your work responsibilities, you may be assigned to work on certain projects/accounts or other assignments as may be deemed fit by the Company in its sole discretion. Refusal to accept and deliver on such assignments shall be treated as a refusal to work and may result in termination of your employment or other disciplinary action.

Yours sincerely,

For **Wipro Limited**,



**Aparna Shailen**  
**General Manager - Human Resources**

I have read, understood and agree to accept the enrolment on the terms and conditions herein.

I shall be present for the induction session on

## **ANNEXURE I**

### **CONFIRMATION ON SHARING PERSONAL INFORMATION (AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT, 2000)**

I Radheshyam Thakur, confirm that I am voluntarily sharing my Personal Information with Wipro Limited ('Wipro') being a part of WILP of Wipro for the following purposes:

- a. validating my application form and retaining records on the same for any future reference/verification;
- b. processing my application form including background verification checks;
- c. academic study related actions including record keeping, processing scholarship advance and benefits and any action required in the context of my enrolment with Wipro, being a part of WILP.

In this context, I also agree to the retention of such Personal Information by Wipro for any future reference/verification and authorize Wipro to transfer the same to a third party.

I understand that 'Personal Information' means any information, relating to me that is available with Wipro and is capable of identifying me."

## **ANNEXURE II**

I hereby confirm that I shall submit the required academic certificate including but not limited to mark sheet and Provisional or Convocation Degree Certificate within 3 months from my date of joining. I understand that my enrolment is subject to my aggregate meeting the Wipro eligibility criteria and submission of the above mentioned documents.

I hereby declare that all the particulars mentioned above are true to the best of my knowledge. In the event of my failure to submit the above mentioned documents or in case of any discrepancy, I shall be liable for termination of my enrolment with Wipro.

## **ANNEXURE – III**

### **INITIAL INDUCTION PROGRAM**

The Talent Transformation team at Wipro groom's campus selects to help them face the challenges of the corporate world.

A holistic 360 degree approach to training is adopted and helps them hone their fundamental computer skills followed by insights into Wipro businesses, process, technology and behavioural skills.

To understand and appreciate the mindset of the young Trainees and ensure that the transformation is smooth, the induction program is done by a team of dedicated professionals who have exposure to the academic and corporate sectors alike. Project Readiness Program (PRP) is a training program designed to address the basic learning needs of the Trainees.

#### **Corporate Readiness Program - CRP**

The CRP program is focused on making young Trainees comfortable in a corporate environment. This program starts with a corporate induction.

"EMERGE" a behavioural skills building training program ensures that the fresh Trainee start feeling at ease in the "corporate world". This activity based behavioural intervention informs the new entrants about the corporate work culture and business etiquette.

#### **Technology Readiness Program - TRP**

The technology training provides critical technical skills required to work on projects allocated to Trainees and prepare to face the demands of the project world. We begin doing this by familiarizing with Wipro's businesses and work environment.

The methodology of training is "Project Based Learning" (PBL) approach, the entire learning is designed around a series of projects that the recruits are expected to complete individually by learning and applying various topics required to complete the project. Starting with individual projects, the PBL approach ends with recruits working on a team project.

## **ANNEXURE – IV**

I have read and understood the terms of my enrolment letter. I agree and acknowledge that I am a Student/Scholar trainee with Wipro's WILP. I further undertake that I shall not represent to any person within Wipro or any other third

party that I am an employee of Wipro Ltd and I fully understand that such false representation shall entail severe disciplinary action including immediate cancellation of my enrolment.

### **Travel, Accommodation, Food & Other Miscellaneous Expenses**

#### **Travel**

- i. You would be entitled for Rs. 1500 from the date of appointment as a lump sum amount that will be credited with your first month stipend. You may utilize this amount towards Travel and you would not need to submit bills towards usage of this amount.
- ii. There is no provision for reimbursement/allowance towards any expenses incurred in lieu of attending training or classes at different locations in the same city.

#### **Accommodation, Food & other Miscellaneous Expenses**

- i. You would be entitled for Rs.400 per day for 8 days (total amount of Rs.3,200) from the date of joining. You may utilize this amount towards accommodation, food & other miscellaneous expenses. This would be paid as a lump sum amount that will be credited with your first month stipend and you would not need to submit bills towards usage of this amount.
- ii. If your posting location (the location where you would be based out of after training) is different from the training location (location where you undergo initial training), you would be entitled for the following:  
  
Settlement and Miscellaneous Expenses: Rs.1200 per day for 7 days (total amount of Rs. 8,400) from the date of reporting to the posting location. You may utilize this amount towards boarding, lodging, conveyance & other miscellaneous expenses.
- iii. Any location change after reporting to posting location will be treated as relocation/transfer and will be covered under the Transfer policy for Team Rainbow. For details you can refer the policy at myWipro-> My Policies -> India->My Travel>Transfer Policy-Team Rainbow.
- iv. Campus joiners would not be eligible for accommodation at the Wipro guest houses.

**Please note in the event that the employee leaves the organization within 6 months from the date of joining, all payments processed under Joining & Relocation Entitlements shall be recovered from the employee at the time of exit.**

**Skill Preferences 1 :** [DAAI -Cloud & Digital Database](#)

**Location Preferences 1 :** [Bangalore](#)

**Skill Preferences 2 :** [CEP-SAP-ABAP](#)

**Location Preferences 2 :** [Mysore](#)

**Skill Preferences 3 :** [Python App](#)

**Location Preferences 3 :** [Chennai](#)

☒ Accept ☐ Decline

☒ **Signature** [Radheshyam Thakur 25/1/2023 10:00 PM](#)  
(checking the checkbox above is equivalent to a handwritten signature)

Registered Office:

**Wipro Limited** T :+91 (80) 2844 0011

Doddakannelli F :+91 (80) 2844 0054

Sarjapur Road E :info@wipro.com

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India C :L32102KA1945PLC020800

26168298



**Deloitte Tax Services India Private Limited**  
**Deloitte Tower Survey No. 41 Gachibowli Village, Ranga**  
**Reddy District, CIRCLE 3, Hyderabad - 500032, Telangana,**  
**India**

**Tel: +91 040 67621000**

**www.deloitte.com**

**MADHUKISHOR S**

**Subject: Offer of Employment Dear**

**MADHUKISHOR S**

On behalf of **Deloitte Tax Services India Private Limited** (the "Employer" or "Company"), I am pleased to confirm our offer of employment to you as **Tax Consultant I** based in **Hyderabad**.

We extend this offer, and the opportunity it represents, with great confidence in your abilities. You have made a very favorable impression with everyone you met and we are excited with the prospect of you joining our organization on **November 13, 2022**. Your immediate manager will communicate details of your role and work responsibilities in the initial weeks of your joining the Employer. During your employment, the Company may require you to work on any project that you are assigned to, on any technical platforms/skills and nature of the project, in differentiated work timing, at designated work space and location as may be decided by the company.

As part of your annual compensation, you will receive a Total Salary of **Rs. 760000/-** and, will be eligible for a performance linked variable bonus. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount could vary depending upon the business and individual performance each fiscal year and, in some situations, could exceed the payout range indicated. Any amounts paid will be subject to statutory and other deductions as per Employer policies and practices. The details of your compensation breakdown are provided in the attached Annexure A.

As an incentive to join the Company, you are eligible to receive a joining bonus of **Rs./₹ 100,000/-** subject to your reporting for full-time employment on **November 13, 2022**. This amount will attract applicable taxes and will be processed as part of your first month's payroll. You will have an obligation to repay the entire amount of your joining bonus if you resign your position or are terminated for cause by the Company within **12 months** of your start date.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

Your employment with us will be governed by the Terms and Conditions as detailed in **Annexure B**, as well as any and all rules, regulations, guidelines, policies and practices of the Employer, which may be amended from time to time. Deloitte LLP and its U.S.-based subsidiaries (the "Deloitte U.S. Firms") requires their employees to make the necessary representations regarding independence and other matters. Because the Employer is an Indian subsidiary of Deloitte LLP, we must also comply with these independence requirements. Accordingly, this offer is conditional upon you agreeing to make such representations under the Employer's Independence Representations requirements, as further explained in **Annexure B**.

Your compensation details are confidential, and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization. We would like you to join the Employer on **November 13, 2022**, or an alternative mutually agreed upon date.

This offer letter, together with the Annexures described herein, and the Non-Disclosure, Non Solicit and Intellectual Property Rights Assignment Agreement, the Information Security Policy (which you are required to sign upon joining), constitute the entire agreement between the parties with respect to the subject matter of this offer, and supersedes all other previous or contemporaneous oral or written representations, understandings or agreements relating to the subject matter of this offer between you and the Employer or its affiliates.

In compliance with applicable laws, Deloitte India (Offices of the US) provides its professionals with home pick-up and drop transport services within **pre-defined** boundary if their shift timings are between 8:30 p.m. - 6:00 a.m. in Hyderabad, 9:00 p.m. - 6:00 a.m. in Mumbai, Pune; 7:00 p.m. - 6:00 a.m. in Gurugram, 8:00 p.m. - 6:00 a.m. in Bengaluru, Chennai, and Kolkata.

This letter and **Deloitte Tax Services India Private Limited** employment application are intended to be final. To accept the offer and the terms of this letter, please sign below in the space provided within three business days.

**R**, everyone you have interviewed with joins me in extending to you congratulations and warm regards. We look forward to you joining our team.

Sincerely,

**For Deloitte Tax Services India Private Limited** Best regards,

DocuSigned by:  
*Pooja Madhani*  
2B8F65B8ECE5489...

By: \_\_\_\_\_  
Signature

**Authorized Signatory**

**Acceptance**

I, **R**, hereby accept the terms and conditions of this employment offer.

Please sign and date your Acceptance

**Annexure A**

**Tax Consultant I -**

| Description                              | Monthly (Rs. per month) | Annual (Rs. per Annum) |
|------------------------------------------|-------------------------|------------------------|
| Basic Pay                                | 20,000                  | 240,000                |
| House Rent Allowance (HRA)               | 10,000                  | 130,000                |
| Special Allowance <sup>1a &amp; 1b</sup> | 16,100                  | 193,200                |
| Leave Travel Allowance <sup>2</sup>      | 2,166                   | 26,000                 |
| Differential Allowance                   | 6,691                   | 80,633                 |
| Meal Card <sup>3</sup>                   | 2,200                   | 26,400                 |
| Employer's contribution to PF            | 2,300                   | 27,600                 |
| Total Salary (in Rs.)                    | 59,457                  | 760000                 |



|                                        |                                                                                                                                                                                                            |               |
|----------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|
| Variable Bonus*                        | You are eligible for a performance linked variable bonus. It will be paid out at the end of the fiscal year, as applicable and on the basis of your individual performance and performance of the business |               |
| Medical Insurance Premium <sup>4</sup> | <b>3,014</b>                                                                                                                                                                                               | <b>36,167</b> |

\*The Variable Bonus will vary, primarily based on your individual performance and the performance of the business, during the Employer's fiscal year which is June through May. Your performance will be formally assessed as a part of the Employer Performance Review Cycle Process. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount will vary depending upon the business and individual performance and in some circumstances, could exceed the payout range indicated. The performance of all the employees who have joined the Employer prior to March 1st will be assessed for the fiscal year ending in May. The disbursement of a Variable Bonus, if applicable, is subject to you being active on the rolls of the Employer, during the Annual Incentive Program payout cKARTHIKRAJ Kcycle for the fiscal year. For employees joining during the period March 1st to May 30th, a prorated Variable Bonus, if applicable, will be based on the first year-end review ratings in the subsequent year and paid during the Annual Incentive Program payout cycle of that year. The Variable Bonus will not be paid in the event of termination of employment for any reason on or before the disbursement time. The application and interpretation of, and any determinations related to, the Variable Bonus is at the sole discretion of Employer. Employer may amend or terminate the Variable Bonus at any time. All compensation and benefits are based on employee's position with the Employer in India.

Contd/-....

Annexure A

1

All employees may claim tax exemption, subject to tax rules from time to time, from their Special Allowance component, expenses incurred towards communication and Driver / Fuel & Maintenance Expenses as per eligibility mentioned below:

**Employee Level - Tax Consultant I**

1a

*Communication Expenses*

*Only one Post paid mobile, one Land Phone and One internet connection bill(s) can be claimed.*

1b

*Fuel Expenses*

*Petrol / Driver / Insurance / Repairs & Maintenance*

**Rs./₹ 3,000/-** per month**Rs./₹ 7,500/-** per month

1a The internet/telephone/mobile bills should be in the Employee's name.

1b

For claiming vehicle running expenses (Driver / Fuel / Repairs & Maintenance expenses) the vehicle has to be in the name of the Employee and the current tax rules are as under. The above limits will be applicable for all those who are on company car lease program and the below limits will apply for all those who are on self-owned car. In case of company leased car, taxability would be as per the current perquisite valuation rules.

| Nature of Expenses | Own Vehicle –Maximum Tax exemption limit per month |           |                |
|--------------------|----------------------------------------------------|-----------|----------------|
|                    | 4 Wheelers (Engine Capacity)                       |           |                |
|                    | <= 1600 cc                                         | > 1600 cc | Two Wheelers   |
| Fuel & Maintenance | Rs. 1,800                                          | Rs. 2,400 | Rs. 900        |
| Driver's Salary    | Rs. 900                                            | Rs. 900   | Not applicable |

All employees at and above **Senior Staff** are eligible for the company car lease program. If you choose to avail of this benefit, the amount towards lease rental will be paid by the firm on your behalf to the leasing company and your compensation structure will be adjusted accordingly. A revised letter with the new compensation structure will be issued that will supersede this letter for all practical purposes.

2

The Leave Travel Allowance (LTA) will be paid on a monthly basis as an allowance with tax deducted at source. If you choose to avail the tax benefit on LTA, you should submit proof of expenses incurred by you for Self and / your immediate dependents. The taxability or otherwise of LTA will be as per the Income Tax Act 1961, details of which will form part of the LTA Form.

3 Meal Card amount will be credited at the start of each month and for the first month (For New Hires) prorated amount will be processed as part of payroll. If not collected, it will be processed as a taxable amount with the salary.

4 Annual Floating Medical Insurance Coverage for self and **6 dependents** is being paid by the Employer on your behalf. The premium amount is subject to change every year post renewal of insurance policy. In case you opt for an enhancement of the coverage limit, the additional premium will be adjusted accordingly from the special allowance.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

You may also be eligible to either a One-time Stipend or a temporary lodging basis joining the registered office location, you will receive a survey from Deloitte prior to your joining.

You may select the best option for availing the relocation assistance. If an employee who has availed this reimbursement decides to quit within 18 months from the date of relocation claim for whatever reason, the relocation reimbursement paid to the employee will be recovered in full, from the employee's full and final settlement.

By joining the Company, you will become a member under the 'Deloitte USI Employees Welfare Trust' and may be required to make a nominal contribution as a member.

Original bills towards the above components should be submitted during the Income Tax fiscal period evidencing the expenditure to get Income Tax exemption, failing which the same will attract applicable Income Tax.

Submission of false, tampered or altered bills as proof of expense for any of the above components will result in disciplinary action including termination of employment.

**Your compensation above is subject to income tax deduction per rules and guidelines prescribed under the prevailing tax laws. This may change from time to time in line with the amendments done in tax laws.**



**Hyderabad**

## **Annexure B**

### **Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement ("Employment Agreement")**

In consideration of my employment by **Deloitte Tax Services India Private Limited**, an Employer incorporated under the provisions of the Companies Act, 1956 and having its registered office **Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District, CIRCLE 3, Hyderabad - 500032, Telangana, India** (the "Employer") as **Tax Consultant I** - and other valuable consideration, I acknowledge and agree that:

#### **PRELIMINARY MATTERS**

**1. Defined Terms.** The italicized terms in this agreement (the "Employment Agreement") are defined in **Exhibit A** hereto.

**2. Pre-existing Agreements or Arrangements.** I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Agreements or Arrangements*. The Employer expects me to abide by all restrictions or obligations that are contained in such Preexisting Agreements or Arrangements and to avoid involvement, while employed by the Employer, in any matter that could pose a conflict as a result of confidential information or intellectual property obtained by me prior to my *Employment*. I further represent that none of these restrictions or obligations, including those set forth in any non-compete agreements with prior employers, is inconsistent with my acceptance of the Employer's offer of *Employment* or my becoming, and serving as, **Tax Consultant I** of the Employer. To the extent applicable and if I am joining the Employer after having served as an employee or official of the United States Government, I further represent that: (1) I have disclosed my prior participation, if any, in any discussions or negotiations with, or decisions to award contracts to, the Deloitte U.S. Firms while I was employed by the United States Government; and (2) I had either recused myself or had not played an active role in the applicable United States Government agency's decision to award any contracts to the Deloitte U.S. Firms while I was employed by the United States Government.

#### **PROTECTION OF OUR BUSINESS**

**3. Reporting of Proceedings.** Except as provided by law and except as I have disclosed in writing on **Exhibit C** to this Agreement, I represent and warrant that I have no *Proceedings* to report. Should I become a subject of any *Proceedings* during my association with the Employer, I agree to immediately report, in writing, all relevant facts to the Chief Talent Officer

of Deloitte LLP, the Regional Talent Director of the Employer, and the Chief Ethics and Compliance Officer of Deloitte LLP. I understand that my responses are subject to audit and review by the Employer and others in accordance with applicable professional, ethical, legal, or Employer requirements, rules, regulations, policies, or practices, or other requests.

**4. Confidentiality.** I acknowledge that, by virtue of my *Employment*, I will acquire and be exposed to, have access to, make use of and/or create *Confidential Information*. Therefore, I agree to hold in trust and confidence all such *Confidential Information*. I will neither disclose any such *Confidential Information* to anyone outside a *Deloitte Entity* without the prior written approval of an *Authorized Signatory*, except as required by my authorized duties for the Employer, nor use any such *Confidential Information* for any purpose other than for the benefit of a *Deloitte Entity*.

**5. Third Party Information and Property.** I agree that during my *Employment*, I shall not use or disclose any confidential information or intellectual property of any former employer or other person or entity without the prior written authorization of such employer, person or entity and the prior written consent of an *Authorized Signatory*. If I were to use or disclose any such Confidential Information or Intellectual Property without prior consent, and any of the *Deloitte Entities* become the subject of any claim from a third party regarding such unauthorized use or disclosure, I agree to hold harmless and indemnify the *Deloitte Entities* for any legal defense costs and/or damages related to any such claim.

**6. Authorization.** Only employees of the Employer holding a senior or managerial position with the Employer will be authorized by a specific authorization, delegation, or power of attorney to sign legal documents, representing the Employer. Similarly, only such authorized employees of the Employer may speak about the Employer, the business and plans, various client-related projects etc.

**7. Competing Activities and Conflict of Interest.** During the period of my *Employment* I will not, directly or indirectly, participate in or in any way render services or assistance to any business that is or may be competitive with a *Deloitte Entity*, whether or not for compensation, or engage in any conduct which might result in, or create the appearance of using my position for private gain or other than for the benefit of a *Deloitte Entity*, or otherwise create a conflict, or the appearance of a conflict, of interest with a *Deloitte Entity*. Such conduct shall include, but not be limited to, having an undisclosed financial interest in any vendor or supplier of a *Deloitte Entity*, accepting payments of any kind or gifts other than of a nominal value from vendors, clients or suppliers, or having an undisclosed relationship with a family member or other individual who is employed or associated with any entity in active or potential competition with a *Deloitte Entity*, and which creates a conflict of interest. I represent and warrant that I am not currently aware of any present or past violation of this provision.

**8. Authorization to Access Systems and Electronic Communications and use of Deloitte Property.** I understand that while employed with a *Deloitte Entity*, I will use and have access to the Systems. I also acknowledge that a *Deloitte Entity* has the right at any time to access, retrieve, delete, monitor, examine, use and/or disclose my Electronic Communications and information from (or about) me and the content, without notice to me, and that such *Electronic Communications* are considered part of a *Deloitte Entity's* business and client records and are not to be considered private or personal to me or any other *Personnel*. I further acknowledge that this right extends to *Electronic Communications* transmitted for either a business or personal purpose.

I agree that I am authorized to access the *Systems* only for approved business purposes and occasional personal use if such use does not interfere with my work responsibilities and other required business activities, business operations, or *Systems* performance. However, I also acknowledge that such occasional personal use does not create an expectation of privacy as to any of my personal *Electronic Communications* and, as such, are *Deloitte Property*.

I further acknowledge that I am not authorized to use the *Systems* for personal gain or any illegal or unethical use. I agree that under no circumstances am I authorized to access any of the *Systems* for the purpose of obtaining *Deloitte Property* for a competitor of a *Deloitte Entity*, transmitting *Deloitte Property* to me (e.g., emailing *Confidential Information* to my personal email address) or to a third party for purposes other than furthering the business objectives of a *Deloitte Entity*. I am not authorized to download a *Deloitte Entity's Confidential Information* or other *Deloitte Property* to removable media such as a CD Rom, disk or thumb drive other than as authorized for furthering the business objectives of a *Deloitte Entity*.

I will be responsible for the safe keeping and return in good condition and order of all the *Deloitte Property* that may be in my use, custody, care or charge. For the loss of any *Deloitte Property* in my possession or custody or for which I have been assigned responsibility, the Employer will have a right to assess on its own basis and recover from me, the damages in respect of such materials (out of the amounts due to me or otherwise) and to take such other legal action as it deems appropriate including termination of my employment without notice or payment in lieu thereof in the event of my failure to account for such material or property to its satisfaction.

**9. Security.** I am provided with a worktable and lockable storage space. I will ensure they are locked when unattended and understand that a duplicate key will only be provided if I sign for it. I am required to display my identity card to the appropriate security personnel on demand and at all times within the office premises.

#### **10. Ownership of Works.**

a. I agree that the Employer owns all rights, title and interest in and to all *Works*.

- b. I agree that all *Works* are deemed works made for hire under India copyright or applicable laws or equivalent laws of any applicable foreign jurisdiction, and all *Intellectual Property Rights* therein vest automatically in the Employer upon creation of the *Works*. I agree that, to the extent any *Work* is held not to be a work made for hire, I hereby irrevocably assign all *Intellectual*

*Property Rights* in the *Work* to the Employer. Notwithstanding anything contained in Section 19(4) of the Indian Copyright Act, 1957, I agree that such assignment shall continue to be in force for perpetuity irrespective of whether or not the Employer exercises its rights as the assignee for any period of time.

- c. I will at all times, even after termination of my *Employment*, do whatever the Employer reasonably requests of me, at the Employer's expense, to document the assignment of any *Works* to the Employer or to assist the Employer in pursuing, renewing, extending or assigning any *Intellectual Property Rights*, and otherwise perfecting, protecting and enforcing said *Intellectual Property Rights* in, any *Works*. I agree that, as between me and the Employer, the Employer shall be the sole author, inventor, and owner of all such *Works* and *Intellectual Property Rights* therein throughout the world, and that the Employer shall have the sole right to seek copyright registrations, patents or trademark registrations, including all extensions and renewals thereof. I also hereby agree that I waive all moral rights in any *Works*.

I also agree to assign all my right, title and interest in and to any particular *Works* to a third party as directed by the Employer.

In the event the Employer is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraphs, I hereby irrevocably designate and appoint the Employer and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and in my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraphs with the same legal force and effect as if executed by me. I hereby waive any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any *Works* assigned hereunder to the Employer.

- d. During a 12 month period after termination of my *Employment*, I agree that any *Intellectual Property* I create or conceive that results from and is related to any work assigned to or performed by me for the Employer, or that was created using *Deloitte Property*, is a *Work* that is subject to Paragraph 10 (b) above. For purposes of clarification, the foregoing provision is in addition to, and not in limitation of, any rights and remedies the Employer may have under the applicable laws protecting *Intellectual Property* of the *Deloitte Entities*.

- e. I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Employer) of all *Works* developed by me during the period of my employment with the Employer, which records shall be available to and remain the sole property of the Employer at all times.

**11. Pre-existing Creations; Personal Creations.** My obligations in Paragraph 10 do not apply to *Pre-existing Creations* and *Personal Creations*. I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Creations*. I acknowledge and agree that I will not assert any ownership rights against the *Deloitte Entities*, or their respective clients, with respect to any *Pre-existing Creations* unless they appear on **Exhibit B**, and **Exhibit B** has been accepted and agreed to by an *Authorized Signatory* who has signed at the bottom of such **Exhibit B**. I further agree that I shall not use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment* without the prior written consent of an *Authorized Signatory*. To the extent that I use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment*, I agree that, except as otherwise provided in a written agreement executed by me and the Employer, I hereby grant to the Employer an irrevocable, royalty free, perpetual, fully paid up, transferable, sub-licensable license to use, reproduce, distribute, display, perform, modify and create derivative works of and otherwise exploit such *Pre-existing Creations* or *Personal Creations* for any purpose including, but not limited to, client engagements.

**12. Post- Employment Restrictions re: Clients.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or serving of certain clients related to my work for a *Deloitte Entity* would necessarily involve the unauthorized use or disclosure of *Confidential Information*, and the proprietary relationships and goodwill of the *Deloitte Entities*, and, in the case of my serving of certain clients, could compromise the full compliance of the Employer or another *Deloitte Entity* with the applicable laws, rules and regulations of a U.S. or India regulatory body or other independence-related requirement of a regulatory body. Accordingly, during the period of my *Employment* and for a period of one year thereafter, I will not, directly or indirectly, solicit or provide services to any existing client of a *Deloitte Entity* with which I had personal contact and provided services during the two-year period prior to termination of my *Employment*.

**13. Exceptions to Post- Employment Restrictions re: Clients.** I understand that the obligations of Paragraph 12 will not apply for a period of three (3) years after my start date or the date of my promotion or transfer to clients of a *Deloitte Entity* and/or certain specified kinds of services rendered to such clients that meet all of the following criteria: (a) are personal clients of mine who came to a *Deloitte Entity* solely to avail themselves of certain specified kinds of services rendered by me and only as a result of my own independent recruitment efforts, which a *Deloitte Entity* neither subsidized nor otherwise financially supported as part of a program of client development, (b) are listed on **Exhibit D** expressly by name with respect to client and with sufficient specificity with respect to the kinds of service(s) that I will be permitted to render, and (c) are

accepted and agreed to as to their listing on **Exhibit D** by an *Authorized Signatory* who has signed at the bottom of such Exhibit. I agree that after a period of three (3) years from my start date or the date of my promotion or transfer the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on **Exhibit D** to support the application of the obligations of Paragraph 12 to those clients.

**14. Future Employment with Clients.** Except as otherwise provided herein, I understand that I am not prohibited from accepting employment with a client (or an affiliate of such client) of a *Deloitte Entity*. Before entering into substantive discussions with an *Attest Client* regarding any employment opportunity, I acknowledge and agree that during my *Employment* and for five years thereafter I must first notify *Independence* and obtain prior written approval from *Independence*. I acknowledge and understand that it is the intent of the Employer to interpret and apply this provision (a) in an effort to ensure the full compliance of the *Deloitte Entities* with applicable U.S. and India laws, rules, and regulations; (b) to serve the public interest; and (c) to protect the legitimate interests of the *Deloitte Entities* or their respective *Attest Clients* under applicable U.S. or India laws, rules and regulations in a manner that is no greater than is reasonably necessary to protect such interests and without being unduly harsh and oppressive to me and my interests in future employment with an *Attest Client*. Further, I acknowledge and agree that because of, among other things, the importance of the *Deloitte Entities* remaining in compliance with applicable independence rules, such approval may be withheld by *Independence* in the event that my employment with an *Attest Client* would, in the view of Deloitte LLP, be inconsistent with applicable laws, rules and regulations or jeopardize the independence of a *Deloitte Entity* with respect to such *Attest Client*.

**15. Restrictions re: Personnel and Contractors.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or hiring or of any of its *Personnel* or contractors of the *Deloitte Entities*, or my participation in their hiring, admission or retention, would necessarily involve the unauthorized use or disclosure of *Confidential Information* or the proprietary relationships and goodwill of the *Deloitte Entities*. Accordingly, during my *Employment* and for one year thereafter, I will not, directly or indirectly, (a) solicit or attempt to solicit, or participate in the solicitation of or any attempt to solicit any *Personnel* to leave a *Deloitte Entity*, or to join any firm or business with which I may be or become affiliated; (b) participate in the hiring or admission of any *Personnel*; or (c) cause a contractor of a *Deloitte Entity* to cease providing services to, with, or on behalf of the *Deloitte Entity*.

**16. Post- Employment Restrictions re: Deloitte Property.** Upon termination of my *Employment*: (a) I will not use or disclose *Deloitte Property*, including, but not limited to, *Confidential Information* and *Works*, for any purpose; (b) I will not retain or take with me any *Deloitte Property*; (c) I will immediately deliver to a *Deloitte Entity* at any location that it designates, at my expense, within one business day after the termination of my *Employment* or on an alternate date designated by a *Deloitte*

*Entity*, any *Deloitte Property* that I may then or thereafter hold or control; and (d) I agree to allow a *Deloitte Entity* to inspect any of my personal or home computers, including smart phones, tablet computers, or any device, media or location capable of storing electronic data, to determine whether any *Deloitte Property* resides on such computers and to permit a *Deloitte Entity* to remove such *Deloitte Property*.

## OTHER POST- EMPLOYMENT OBLIGATIONS

**17. Transition of Work and Cooperation.** Upon termination of my *Employment* for any reason, I will cooperate with a *Deloitte Entity* in all matters relating to the completion of pending work and its orderly transfer. I will also cooperate fully with a *Deloitte Entity* in connection with any threat of or actual legal proceeding against a *Deloitte Entity* or any client, customer or licensor of a *Deloitte Entity* arising out of any matter with or of which I had contact or knowledge during my *Employment*.

**18. Notification of Post- Employment Obligations.** I agree that prior to accepting employment or affiliation with another firm or business I will advise such firm or business of my duties and obligations under this Employment Agreement. After my *Employment* ends, I agree that a *Deloitte Entity* shall be permitted to advise any firm or business with which I have accepted an offer of employment or affiliation concerning my duties and obligations under this Employment Agreement.

**19. Certification.** I agree that during or after my *Employment* I will, if requested, provide written certification in such form as the Employer may require that I have complied with my obligations hereunder, including, without limitation, those obligations set forth in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15 and 16 of this Agreement.

## OUR ENFORCEMENT RIGHTS AND REMEDIES IN THE EVENT OF A BREACH

**20. Equitable Relief and Attorney's Fees.** I acknowledge and agree that a breach of this Employment Agreement, including, but not limited to, a breach of my duties and obligations under the terms and conditions of Paragraphs 4, 5, 7, 8, 9, 10, 12, 14, 15 or 16 would cause irreparable harm to the *Deloitte Entities* and that, in addition to other remedies, the Employer on behalf of itself or another *Deloitte Entity* is entitled to a temporary restraining order, an injunction or other equitable relief to prevent any such breach. I also acknowledge that, to the extent permitted by law, a *Deloitte Entity* will be entitled to the payment of the *Deloitte Entities'* reasonable costs and attorney's fees incurred in enforcing this Employment Agreement. I also acknowledge that, to the extent permitted by law, the Employer may request that a court extend the one year period

following the termination of my *Employment*, as provided in Paragraphs 12 and 15, to correspond with the period that I participated in activities prohibited by Paragraphs 12 and 15.

**21. Liquidated Damages: Client Fees.** I agree that in the event of a breach under Paragraph 12, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

**22. Liquidated Damages: Compensation.** I agree that the precise amount of damages flowing from a breach under Paragraph 15 would be impracticable or extremely difficult to ascertain in an actual amount. Therefore, I agree that in the event of a breach under Paragraph 15, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by or owed to any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

**23. Right of Inspection.** I agree to permit the Employer (or to use my best efforts to enable the Employer) to inspect my books and records (and the books and records of any entity which employs or is associated or affiliated with me), upon request and at reasonable times, to enable the Employer to confirm the calculations described above and to verify compliance with Paragraphs 12 and 15. The Employer shall keep confidential any proprietary information obtained, except as may be necessary or desirable to enable the Employer to enforce its rights under this Employment Agreement and except as may be required by any statute, court or administrative order to decree or government ruling or regulation.

#### MISCELLANEOUS

**24. Governing Law; Choice of Forum.** This Employment Agreement is deemed to have been executed in the Employer's office in **Hyderabad, Telangana, India** and will be construed and governed in accordance with the laws of the Republic of India without regard to its conflicts-of-law principles. You agree to submit to jurisdiction before any court of record in which the Employer's office to which you were assigned is located, or in which a breach of this Employment Agreement may occur, at the election of the Employer, and you waive any right to raise questions of personal jurisdiction or venue in any action the Employer may bring against you in any such court. You further agree to accept service of process/summons/legal notice from the Employer when that process/summons/legal notice is either sent to your last known address by certified mail or served by any other means permitted under the law of the jurisdiction in which the Employer may bring an action against you.

**25. Modifications.** My obligations hereunder may not be changed or modified, released, discharged, abandoned or terminated, in whole or in part, except by an instrument in writing signed by an *Authorized Signatory*.

**26. Severability.** Every provision of this Employment Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such term or provision will be enforced to the maximum extent permitted by law and, in any event, such illegality or invalidity shall not affect the validity of the remainder of the Employment Agreement.

**27. Blue-Penciling.** If any court determines that any provision of this Employment Agreement, or any part hereof, or the application of any such provision, or any part hereof, to any person or circumstance is unenforceable or void, such court shall have the power to modify such provision, or any part hereof, to the extent necessary to render it legal and enforceable while preserving its intent, or if such modification is not possible, by substituting therefore another provision that is legal and enforceable and that achieves the same objective.

**28. Waiver.** None of my obligations under this Employment Agreement shall be deemed to have been waived by the Employer except if the giving of such waiver is contained in a written notice given to me and no such waiver shall be deemed to be a waiver of any other or further obligation I have under this Employment Agreement.

**29. Entire Agreement.** This Employment Agreement, the Employer's employment application, the Terms and Conditions of Service issued pursuant to the offer of employment and any documentation employing me or transferring me to the Employer, contain the entire understanding between me and the Employer or any other *Deloitte Entity* with respect to the subject matter hereof and supersedes all prior representations, warranties, and agreements with respect to such subject matter, and no representations, warranties or other covenants exist with respect to such subject matter that are not contained or expressly referred to herein. Notwithstanding the foregoing, any written agreement between a *Deloitte Entity* and me with respect to the subject matter hereof that was signed by me prior to the effective date of this Employment Agreement shall remain valid and enforceable according to the terms of such agreement with respect to all acts and omissions occurring prior to the effective date of this Employment Agreement. In the event of a conflict between this Employment Agreement and the employment application or any other document purporting to set forth terms and conditions of my *Employment*, this Employment Agreement will control.

**30. Transfer and Assignment.** Unless as the Employer shall otherwise determine, the rights, obligations and benefits of the Employer under this Employment Agreement, including but not limited to those rights and benefits relating to my post-Employment obligations set forth in this Paragraph 30 and in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19 and 23 above, are transferred and assigned, in whole or in part (as the Employer shall determine) and without the need for my consent

or the formality of documentation or prescribed processes, to (a) any *Deloitte Entity* in connection with my transfer to that *Deloitte Entity* or (b) any entity that acquires all or a part of the assets or business of the Employer. All provisions of this Employment Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, representatives, successors, and assigns of the Employer and me, and any *Deloitte Entity* to which I may be transferred during my *Employment*, provided, however, none of my duties or obligations under this Employment Agreement may be assigned or transferred by me to any other person or entity without the Employer's prior written approval of such assignment or transfer. Any purported assignments in violation of this Paragraph 30 shall be null and void.

**31. Headings.** The headings contained in this Employment Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Employment Agreement.

I have read the foregoing, understand it, and agree to comply with its terms.

**For Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
2B8F65B8ECE5489...

Pooja Madnani

**Talent**

**Authorized Signatory**

Effective as of **November 13, 2022**, I accept all the terms and conditions of the Employer as stipulated in this Employment Agreement.

**A**

The definitions below apply to the italicized terms that appear in the Employment Agreement (including the exhibits):

**Attest Client** – attest client (or an affiliate of such client) of Deloitte & Touche LLP or a *Deloitte Entity*.

**Authorized Signatory** – a director, officer or other person who is authorized to sign on behalf of a *Deloitte Entity*.

**Confidential Information** – any information not generally known to the public, in any *Form*, that (1) relates to the operation of a *Deloitte Entity* or provides the *Deloitte Entities* with a competitive advantage, (2) consists of Personally Identifiable Information (*PII*) or other personal information about *Personnel*, client and other third party personnel, independent contractors, subcontractors, agents, vendors, suppliers or others which the Employer or another *Deloitte Entity* receives in the course of business, and (3) all other information entrusted to the Employer or another *Deloitte Entity* by clients and other third parties. *Confidential Information* includes, but is not limited to, *Intellectual Property*, supplier information, designs, business or marketing plans, forecasts and financial information, tax returns, tax identification numbers, agreements, client or prospective client lists, specific information about clients or prospective clients such as preferences for specific products and services, client or prospective client needs based on financial history and past purchases of services, client or prospective client development plans, specific rates charged to a client or offered to a prospective client and other business or client records. *Confidential Information* also includes, but is not limited to, debit or credit card information, employment applications, organization charts, performance ratings and other personnel records.

**Deloitte Entity** – the Employer, Deloitte LLP, and any corporation, company, partnership, limited liability company or other entity (a) that (i) is owned, directly or indirectly, in whole or in part, by Deloitte LLP (the “Deloitte U.S. Firms”), including but not limited to Deloitte LLP subsidiaries in India, the Deloitte Touche Tohmatsu verein, Deloitte Global Services Limited, Deloitte Global Services Holdings Limited, Deloitte Touche Tohmatsu Limited (“DTTL”) or any member firm of DTTL or affiliate thereof (collectively, the “DTTL Member Firms”) or (ii) controls, is controlled by or is under common control with any of the entities listed in clause (i); or (b) in which any *Personnel* participated on its behalf, or carried out any duties with respect to its affairs. For purposes of this Employment Agreement, the term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract, or otherwise.

**Deloitte Property** – *Confidential Information*, *Systems*, equipment, debit and credit cards issued in connection with my *Employment*, furniture, facilities and any and all other materials owned, licensed or leased by a *Deloitte Entity*, including, without limitation, computerized or electronic information and all copies thereof in any form or media, created by, furnished to, obtained by or prepared by me in the course of my employment in any capacity.

**Deloitte India (Offices of the US)** - The following companies shall be deemed to be the affiliates of each other and are collectively referred to as Deloitte India (Offices of the US): (i) Deloitte Consulting India Private Limited (ii) Deloitte Tax Services India Private Limited (iii) Deloitte Support Services India Private Limited (iv) Deloitte Financial Advisory Services India Private Limited and (v) Deloitte & Touche Assurance & Enterprise Risk Services India Private Limited.

**Electronic Communications** – all text, audio, video, images, information, data, files and attachments created, displayed, sent, received, posted, accessed or stored, whether deleted or not, by means of the *Systems*.

**Employment** – the nature of my relationship with the Employer or a *Deloitte Entity* pursuant to this Employment Agreement. Alternatively, and depending on context, *Employment* is the period of time during which this relationship persists.

**Form** - paper, computer disc, USB drive, website; any other tangible or electronic medium by which information may be stored or accessed; and human memory.

**Independence** – National Office (Independence) of Deloitte LLP.

**Intellectual Property** - works of authorship (including, without limitation, books, articles, data compilations, software and other copyrightable materials), materials, patents, inventions, designs, techniques, methodologies, processes, discoveries, know-how, ideas, trade secrets, moral rights, trademarks and other indicia of origin together with the goodwill therein, and all patent applications, copyright and trademark applications and registrations, and extensions and renewals thereof, throughout the world.

**Intellectual Property Rights** – all rights, title and interest in Intellectual Property.

**PCAOB** – the United States Public Company Accounting Oversight Board.

Off.: Floor 10, Deloitte Tower 1, Survey No. 41, Gachibowli Village, Ranga Reddy District, Hyderabad



**EXHIBIT**

**Personal Creations** – *Intellectual Property* that meet all of the following criteria: (1) it is conceived, developed, and created by me on my own time without using *Deloitte Property* or *Personnel* (during work hours), facilities, *Confidential Information* or *Works* of a *Deloitte Entity*, (2) it is unrelated to the actual or reasonably anticipated business or research and development of a *Deloitte Entity*, and (3) it does not result from any work performed by me and the *Personnel* (during work hours) for a *Deloitte Entity*.

**Personnel** – partners, principals, members, officers and employees of a *Deloitte Entity*.

**PII** – information (excluding business contact information such as an individual's name and one or more of the following: organization name, organizational title, organizational role, business address, business telephone number (including business cell phone number and business email address) relating to an identified or identifiable natural person. An identifiable natural person is a natural person who can be identified, directly or indirectly, by reference to an identification number or factors specific to his or her physical, physiological, mental, economic, cultural or social identity. Set forth below is a non-exclusive list of information that constitutes PII when such information relates to an identified or identifiable natural person:

- Account number (bank account, credit card, etc.)
- Address
- Biometric identifier
- Certificate or license number
- Date of birth
- Government identifiers (such as PAN)
- Name\*
- Personnel Number
- Photograph or video identifiable to an individual
- Vehicle identifier or serial number
- Other information related to an individual that may directly or indirectly identify that individual (e.g., salary, performance rating, purchase history, call history, etc.)

\* Note: When an individual's name is used with PII that is not business contact information, it is included in the definition of PII.

**Pre-existing Agreements or Arrangements** – agreements or arrangements that (1) relate to any *Pre-existing Creations*; or (2) may affect my ability to comply with the requirements of this Employment Agreement, including all contractual and other restrictions or obligations with other parties, including any post-employment restrictions and required notifications to the extent applicable under 18 United States Code §207, CFR 3.104-4, and India laws, rules and regulations that may or will impose limitations on my professional activities during my *Employment* (such as any non-compete agreements with prior employers and the one-year ban on lobbying contacts).

**Pre-existing Creations** – any *Intellectual Property* and *Intellectual Property Rights* that were developed or created by me, alone or with others, or otherwise acquired by me, before the period of my employment in any capacity with the Employer, in which I claim any ownership or right.

**Proceedings** – past or pending (1) actual or threatened claims or complaints of, or arising out of service to, present or former clients, (2) regulatory, self-regulatory, disciplinary, administrative, civil or criminal investigations, inquiries, charges, complaints, actions, sanctions, alternative dispute resolution proceedings, other proceedings or matters (other than criminal proceedings which relate solely to the operation of a motor vehicle) of any kind or nature, in India or any other jurisdiction, against me, including criminal proceedings arising out of my provision of professional services, proceedings brought by a professional association, or proceedings involving the Securities and Exchange Board of India, United States Securities and Exchange Commission or the PCAOB, other professional bodies like the Institute of Chartered Accountants of India or (3) matters of any kind or nature which could adversely affect my association with the Employer or my ability to perform my duties or responsibilities to the Employer, whether set forth in this Employment Agreement or otherwise, or my registration with or licensure by any governmental, quasi-governmental, or other regulatory agency, body or entity, in or outside the United States or India.

**Systems** – the communications systems or any part of such systems that a *Deloitte Entity* owns, licenses or operates and approves for use, including, but not limited to, e-mail, text messaging, Lotus Notes, Deloitte Online (eRoom), instant messaging, local area network, wide area network, Intranet (e.g., DeloitteNet, D Street), Internet, extranet, collaborative tools (e.g., blogs, wikis, etc.), laptop and desktop computers, servers, air cards, Personal Digital Assistants, cell phones, telephones and voicemail.

**Works** – all *Intellectual Property*, in any *Form*, created by me, alone or with others, during the period of my *Employment* that (1) is created within the scope of my *Employment*; (2) relates in any manner to the actual or anticipated business, research, or development of a *Deloitte Entity*; (3) results from any work assigned to or performed by me, alone or with others, for the Employer; or (4) is created with the use of *Deloitte Property*. **B**

**Pre-existing Creations; Pre-existing Agreements or Arrangements**

I understand and agree that the Employer makes no attempt to verify my claim of ownership to any of the *Pre-existing Creations* listed, and makes no admission that any *Pre-existing Creations* listed are owned by me.

[If yes, please enter details below]

Yes, I do have *Pre-existing Creations*,  
*Pre-existing*  
*Agreements or Arrangements*

X No, I do not have *Pre-existing*  
*Creations, Pre-existing Agreements or*  
*Arrangements*

**Title**

**Date**

**Brief Description**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Print)

ACCEPTED AND AGREED TO:

**Deloitte Tax Services India Private  
Limited**

DocuSigned by:

  
2B8F65B8ECE5489...

Pooja Madnani

**Talent**

*Its: Authorized Signatory*

listed pursuant to Paragraphs 2 and 11 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment made in light of Paragraph 2 that *Pre-existing Creations*, if any, are described and explained in sufficient detail so that the likelihood of confusion between the employee's *Pre-existing Creations* and the Intellectual *Property* of a *Deloitte Entity* can be avoided or minimized in the future and further indicates that the *Pre-existing Agreements or Arrangements* have been obtained and reviewed and that the *Authorized Signatory* is satisfied that such *Pre-existing Agreements or Arrangements* will not interfere with the employee's ability to comply with the requirements of this Employment Agreement.

Off.: Floor 10, Deloitte Tower 1, Survey No. 41, Gachibowli Village, Ranga Reddy District, Hyderabad

\_\_\_\_\_  
C

**Proceedings**

**EXHIBIT**

[none, unless otherwise specified]

Yes, I do have *Proceedings* to report

X No, I do not have *Proceedings* to report

My signature below certifies that to the best of my knowledge, the information I have provided above, pursuant to Paragraph 3, is complete and accurate.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

**Exceptions to Post-Employment Restrictions: re: Clients**

[none, unless otherwise specified]

As specified in Paragraph 13, I agree that after a period of three (3) years from my start date or the date of my employment, as the case may be, the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on Exhibit D to support the application of the obligations of Paragraph 12 to those clients.

Yes, I do have  
Post-Employment Restrictions re: Clients

X No, I do not have  
Post-Employment Restrictions re: Clients

Name of ClientSpecified Kind of Services(s) Permitted

ACCEPTED AND AGREED TO:

**Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
2B8F65B8ECE5489...

Pooja Madnani

**Talent**

Its: Authorized Signatory

\_\_\_\_\_  
Date

I have read and understood the above policy terms.

A n *Authorized Signatory's* signature is required only if information is provided pursuant to Paragraph 13 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment that criteria in Paragraph 13 have been fully satisfied, the clients listed have been properly identified, and the kinds of services permitted have been described with sufficient specificity.

**Terms and Conditions of Service**

In continuation to our offer of employment with **Deloitte Tax Services India Private Limited** (the "Employer"), please note the terms and conditions of service.

The italicized terms in these Terms and Conditions of Service are defined in **Exhibit A** of the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement hereto.

**Terms of Service****1. COMPLIANCE WITH INDEPENDENCE, ETHICS AND OTHER REQUIREMENTS**

Deloitte & Touche LLP performs attest services for certain of its clients and is subject to the independence requirements of, among others, the United States Securities and Exchange Commission (SEC), the United States Public Company Accounting Oversight Board (PCAOB), and the American Institute of Certified Public Accountants (AICPA). These requirements mandate that certain of the Employer's employees and their relatives be independent of some or all of such attest clients and their affiliates in accordance with the policies of Deloitte LLP and its subsidiaries (the "Deloitte US Entities").

Upon joining the Employer, you will be asked to review a listing of the attest clients and the affiliates of such clients of certain of the Deloitte US Entities and disclose relationships or financial holdings that you or your relatives may have that could affect the independence of the Deloitte US Entities. Any relationships or holdings that conflict with, among other things, the requirements of the SEC, the PCAOB or the AICPA or the independence or ethics policies of the Deloitte US Entities will need to be resolved immediately. Further, you will be required to comply with these policies throughout your career with the Employer, including, when applicable, maintaining a current list of certain of your financial interests (but not their value) in the independence tracking system.

As a condition to your joining the Employer and continued employment, you are required to complete a representation regarding your understanding of, and compliance with, independence and other matters, on a periodical basis (as requested beginning on

**EXHIBIT**

or prior to the date of you joining the Employer, annually thereafter, and upon certain changes in your role in the Employer), the details of which are provided in the independence representation. An example copy of this representation form is available for your reference on [www.deloittenet.com](http://www.deloittenet.com). The representation should be made to the best of your knowledge and ability. It is your responsibility to consult on any matter should you be uncertain or have a question. You are also requested to refer to [www.deloittenet.com](http://www.deloittenet.com) and *Independence* for more information in this respect. The representations made by you will be subject to an audit and may be reviewed by Deloitte LLP representatives and shared with certain third parties. If you are selected for such an audit, you will need to submit certain personal financial records to Deloitte LLP's internal audit team. Please be assured that Deloitte LLP fully intends to keep all information obtained through the audit process confidential and secure. You hereby give your consent to Deloitte LLP to use the information provided by you for such purposes as provided in the policies regarding independence and ethics.

In the event you (i) do not cooperate or comply with the independence requirements, or (ii) do not complete the necessary representations, or (iii) make inaccurate representation(s); you may be subject to disciplinary action including and up to termination of employment with the Employer.

Please feel free to contact or consult *Independence* should you require any further information or if you have any specific concerns in this respect.

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## **2. NON DISCLOSURE, NON SOLICIT AND INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AGREEMENT ("Employment Agreement")**

You will be expected to sign the Employer's Employment Agreement. Please contact Talent for further details.

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## **3. HARRASSMENT POLICY**

**Administrative Policy Release ("APR") 213** is the Employer's policy prohibiting harassment. Deloitte LLP's subsidiaries located in India ("Deloitte India (Offices of the US)") are committed to providing a working environment that is free from harassment based on caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis, in accordance with applicable Indian central, state or local law. Expressly forbidden are unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Depending on the circumstances, such harassment may also include conduct such as stereotyped or demeaning remarks or gestures or the display or circulation, whether in writing or electronically, of materials or pictures offensive to persons because of their caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis in accordance with applicable Indian central, state or local law. The full policy will be accessible to you on DeloitteNet after joining Deloitte U.S. India.

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#### 4. WORKING HOURS, HOLIDAYS, LEAVES AND MATERNITY BENEFITS

You will be provided with your standard working hours, which may vary over the course of your career. The Employer may, from time to time, subject to applicable laws, require the employee to work beyond these hours.

You shall be entitled to paid holidays and leave as per the Employer's policies.

Women employees are eligible for maternity benefits as per the recent amendments (2017) in the maternity benefit act, 1961, including having 26 weeks of maternity leave with pay, as applicable.

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#### 5. RETIREMENT AGE

The age of retirement for employees of Deloitte India (Offices of the US) is 60 years. Your employment will therefore automatically terminate at the end of the month in which you attain 60 years.

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#### 6. TRANSFERS

You may be transferred, assigned, or asked to attend training at the offices of a Deloitte Entity or its clients or third parties in India or abroad with or without additional compensation. In such an event, you will also be governed by the terms and conditions of service applicable to the transfer, assignment, or training.

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#### 7. NOTICE PERIOD FOR TERMINATION OF SERVICES

The notice period for termination of your services is **60 Days** by either side and/or salary in lieu of notice period on part of the Employer only.

The Employer expects all employees to maintain the highest standards of professional conduct at all times.

In order to assure orderly operations and provide the best possible work environment, the Employer expects you to follow rules of conduct that will protect the interests and safety of all personnel, including but not limited to the Code of Ethics and Professional Conduct.

In the event of any breach of the Code of Ethics and Professional Conduct, non-performance of a contractual obligation or the terms and conditions laid down in this Annexure, or if you engage in any misconduct whether or not in connection with or affecting the business or affairs of the Employer or the work conduct, as specified by Employer, you will be subject to disciplinary action up to and including termination of your services/ employment with the Employer without any notice or payment in lieu of notice notwithstanding any other terms and conditions stipulated herein.

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#### 8. MISCONDUCT

Misconduct may include but is not limited to:

- Irregular attendance: repeated or excessive absence, tardiness or early departures/ late comings without approval.
- Unreported or unapproved absence (including overstay of leave) for more than five consecutive days or deviation from assigned and accepted schedule for more than five days.
- Falsification or manipulation in background verification process or employment records, employment information, or other records prior to or after joining the Employer.
- Falsification or manipulation of Deloitte Time & Expense (DTE).
- Knowingly providing false statements, either verbally or in written form.
- Neglect of normal duties and functions.

- Practices such as reading personal materials during working time, having obscene or inappropriate posters or screen savers at your work station, playing games at your work station, etc.
- Continued discharge of work functions that do not meet the standards reasonably expected.
- Breach of the confidentiality provision in the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement including disclosing to any unauthorized person any *Confidential Information* or *PII*.
- Willful insubordination or disobedience, whether or not in combination with another, of any lawful and reasonable instructions of any member of management or any authorized person.
- Engaging in unapproved outside employment and activities as defined in APR 218 (US & IND) ([https://deloitte.net.deloitte.com/About/Policies/Admin/Pages/218\\_OutsideEmploymentActivities\\_US.aspx](https://deloitte.net.deloitte.com/About/Policies/Admin/Pages/218_OutsideEmploymentActivities_US.aspx)).
- Installing, downloading, copying or duplicating any unauthorized or unlicensed software, programs, games, or attachments on any computer system of the Employer or of any *Deloitte Entity* or its clients.
- Engaging in any illegal activities.
- Workplace violence, including threats of physical violence.
- Corporate credit card delinquencies.
- Causing damage to the property of the Employer, any *Deloitte Entity*, its clients, or their respective personnel
- Going on or abetting a strike in contravention of any law.
- Theft of any property belonging to another, the Employer or any *Deloitte Entity*, or their respective personnel, clients, or visitors
- Possession of firearms, explosives, knives or any instruments that can be used as an injurious or deadly weapon in the workplace or at any *Deloitte Entity* sponsored event.
- Corruption, fraud, or misappropriation of funds.
- Failure to comply with the policies, guidelines, rules and regulations of the Employer or a *Deloitte Entity* as applicable.
- Excessive personal use of the Employer's telephone, fax or computer systems.
- Failure to adhere to applicable laws.
- Any act prejudicial to or in conflict with the interests of the Employer or a *Deloitte Entity*.

The above terms and conditions are based on, and should be read in conjunction with, the Employer's policies, guidelines, procedures and other rules currently applicable, including but not limited to Administrative Policy Releases (APRs) and Deloitte India (Offices of the US)'s other policies, guidelines, rules, and regulations. The above rules are subject to amendments from time to time and the amended rules, policies, procedures, and guidelines would be posted on the Employer's Intranet site i.e. <https://deloitte.net.deloitte.com/Pages/Home.aspx> for employee reference. The policies will be updated from time to time in the future and we deem to have your consent to any and all such changes. Furthermore, upon acceptance of employment with the Employer, you may be requested to read and acknowledge acceptance of various policies and guidelines of the Employer. It is expected that you will read and acknowledge all such communications.

Effective as of **November 13, 2022**, I accept all the terms and conditions of the Employer as stipulated in these Terms and Conditions of Service.

Signature

Name

**Training Agreement****Dear :**

On behalf of **Deloitte Tax Services India Private Limited**, please accept our congratulations on your recent offer of employment to join the Company as **Tax Consultant I** pursuant to the terms and conditions of your offer letter dated **November 13, 2022**. You made a very favorable impression with everyone you met and we are excited about the possibility of you joining the Company.

As you may be aware, as a condition of employment with the Company, you may be required to travel Overseas to attend a series of training sessions for a period of up to 90 days. This training will be a combination of classroom procedural training as well as on-site training to observe employees conducting similar work at various client locations. This training represents the confidence we have in your ability to be a valuable member of the practice of the Company.

As per Company policy, we kindly bring to your attention that all employees attending training overseas are required to sign a Training Agreement which will obligate the employee to repay a calculated amount of the costs associated with the training, only if the employee resigns his/her position or are terminated for cause within a specified period after completion of the training (usually between 6 to 18 months). This repayment obligation disappears after the specified period of time has lapsed. We all look forward to seeing you again soon and having you join our team of outstanding professionals.

Sincerely,

For

**Deloitte Tax Services India Private Limited**

DocuSigned by:

*Pooja Madhani*

By:

2B8F65B8ECE5489...

Signature

**Authorized Signatory**



## OFFER LETTER

Dear MADHUSOODHAN NARAYANA GOUDA,

Subsequent to your meetings with Go Digit General Insurance Limited, we are pleased to make an offer of employment on the following terms and conditions:

- 1.1 You shall be appointed to the position of **Graduate Trainee Engineer – Analytics and Data Science**.
- 1.2 As an employee of the Organisation, your Gross Annual Compensation (Cost to Company) will be **Rs. 450000/-** (Rupees Four Lac Fifty Thousand Only).
- 1.3 Your Gross Annual Compensation will include a performance-linked variable of **11.00%** subject to achievement of pre-defined targets.
- 1.4 All terms and conditions of your employment, including the code of conduct, will be in accordance with the Company's policies and procedures and the Employment Agreement.
- 1.5 The Trainee Program will be for a period of **1 year** from your date of joining.
- 1.6 Your employment will also be dependent upon completion of your Graduation / Post Graduation as per the training programme.
- 1.7 Your employment with the Company is subject to:
  - (a) The accuracy of the testimonials and information provided by you; and,
  - (b) You being free from any contractual restrictions preventing you from accepting this offer and will return receipt of acceptance of this offer within 5 workings days.
- 1.8 At any time, the contract may be terminated by either party by giving 90 days' notice in writing. Go Digit General Insurance reserves the right to payment of salary in lieu of the notice period.
- 1.9 We are glad that you have accepted our offer. In order to confirm your joining, you would be required to submit a proof of your resignation from your current company



BACKED BY FAIRFAX

within 7 days of receipt of this offer letter. In case of failure to submit the same within the stipulated time period, the company reserves a right to withdraw this offer.

On the day of your joining kindly bring photocopies of your certificates (all education qualifications, address proof, Pan card copy, ID proof, all previous employers' certificates, Form 16, Last employer's salary slip of last 3 months, relieving Letter from last employer), along with four passport size photographs.

This offer is being issued subject to successful verification of all your documents submitted. As a token of your acceptance of our offer and the terms of this letter, please sign in the space provided below and return the same to us. We are excited at the prospect of having you join us and look forward to a rewarding association.

**Annexure A**  
**Compensation Entitlement Sheet**

|                               | Monthly       | Annual         |
|-------------------------------|---------------|----------------|
| Basic Salary                  | 11,667        | 140,000        |
| HRA                           | 4,667         | 56,000         |
| Education Allowance           | 200           | 2,400          |
| LTA                           | 972           | 11,662         |
| Statutory Bonus               | 972           | 11,662         |
| Special Allowance             | 12,495        | 149,942        |
| <b>Gross Salary</b>           | <b>30,972</b> | <b>371,666</b> |
| <u>Employer Contributions</u> |               |                |
| EPF                           | 1,800         | 21,600         |
| ESI                           | 0             | 0              |
| Gratuity                      | 561           | 6,734          |
| <b>Fixed Compensation</b>     | <b>33,333</b> | <b>400,000</b> |
| <b>Variable Pay</b>           |               | <b>50000</b>   |
|                               |               |                |
| <b>Annual Cost to Company</b> |               | <b>450,000</b> |

**Deductions:**

|                |               |               |
|----------------|---------------|---------------|
| EPF            | 1,800         | 21,600        |
| ESIC           | 0             | 0             |
| PT Deduction   | 200           | 2,500         |
| <b>Net Pay</b> | <b>28,972</b> | <b>450000</b> |

\*TDS deduction is subject to taxable income.

\*\*If your Annual Compensation includes a performance-linked variable then the payment will be subject to achievement of predefined targets. Variable pay shall be paid depending upon the performance of the employee and as per the company policies. Employee who has resigned or is serving his/her notice period, as on the date of payment, will not be eligible for payment of variable pay.

\*\*\* Eligibility for increment shall be depending upon the performance of the employee and as per company policies. Employee who has resigned or is serving his/her notice period will not be eligible for increment.

Sincerely,

**For Go Digit General Insurance Limited**



**Amrit Jaidka Arora**  
**CHRO**

**Vibhanshu Patel**





**Deloitte Tax Services India Private Limited**  
**Deloitte Tower Survey No. 41 Gachibowli Village, Ranga**  
**Reddy District, CIRCLE 3, Hyderabad - 500032, Telangana,**  
**India**

**Tel: +91 040 67621000**

**www.deloitte.com**

**MAHALAKSHMI R A**

**Subject: Offer of Employment Dear**

**MAHALAKSHMI R A**

On behalf of **Deloitte Tax Services India Private Limited** (the "Employer" or "Company"), I am pleased to confirm our offer of employment to you as **Tax Consultant I** based in **Hyderabad**.

We extend this offer, and the opportunity it represents, with great confidence in your abilities. You have made a very favorable impression with everyone you met and we are excited with the prospect of you joining our organization on **November 13, 2022**. Your immediate manager will communicate details of your role and work responsibilities in the initial weeks of your joining the Employer. During your employment, the Company may require you to work on any project that you are assigned to, on any technical platforms/skills and nature of the project, in differentiated work timing, at designated work space and location as may be decided by the company.

As part of your annual compensation, you will receive a Total Salary of **Rs. 760000/-** and, will be eligible for a performance linked variable bonus. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount could vary depending upon the business and individual performance each fiscal year and, in some situations, could exceed the payout range indicated. Any amounts paid will be subject to statutory and other deductions as per Employer policies and practices. The details of your compensation breakdown are provided in the attached Annexure A.

As an incentive to join the Company, you are eligible to receive a joining bonus of **Rs./₹ 100,000/-** subject to your reporting for full-time employment on **November 13, 2022**. This amount will attract applicable taxes and will be processed as part of your first month's payroll. You will have an obligation to repay the entire amount of your joining bonus if you resign your position or are terminated for cause by the Company within **12 months** of your start date.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

Your employment with us will be governed by the Terms and Conditions as detailed in **Annexure B**, as well as any and all rules, regulations, guidelines, policies and practices of the Employer, which may be amended from time to time. Deloitte LLP and its U.S.-based subsidiaries (the "Deloitte U.S. Firms") requires their employees to make the necessary representations regarding independence and other matters. Because the Employer is an Indian subsidiary of Deloitte LLP, we must also comply with these independence requirements. Accordingly, this offer is conditional upon you agreeing to make such representations under the Employer's Independence Representations requirements, as further explained in **Annexure B**.

Your compensation details are confidential, and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization. We would like you to join the Employer on **November 13, 2022**, or an alternative mutually agreed upon date.

This offer letter, together with the Annexures described herein, and the Non-Disclosure, Non Solicit and Intellectual Property Rights Assignment Agreement, the Information Security Policy (which you are required to sign upon joining), constitute the entire agreement between the parties with respect to the subject matter of this offer, and supersedes all other previous or contemporaneous oral or written representations, understandings or agreements relating to the subject matter of this offer between you and the Employer or its affiliates.

In compliance with applicable laws, Deloitte India (Offices of the US) provides its professionals with home pick-up and drop transport services within **pre-defined** boundary if their shift timings are between 8:30 p.m. - 6:00 a.m. in Hyderabad, 9:00 p.m. - 6:00 a.m. in Mumbai, Pune; 7:00 p.m. - 6:00 a.m. in Gurugram, 8:00 p.m. - 6:00 a.m. in Bengaluru, Chennai, and Kolkata.

This letter and **Deloitte Tax Services India Private Limited** employment application are intended to be final. To accept the offer and the terms of this letter, please sign below in the space provided within three business days.

**R**, everyone you have interviewed with joins me in extending to you congratulations and warm regards. We look forward to you joining our team.

Sincerely,

**For Deloitte Tax Services India Private Limited** Best regards,

DocuSigned by:  
*Pooja Madhani*  
2B8F65B8ECE5489...

By: \_\_\_\_\_  
Signature

**Authorized Signatory**

**Acceptance**

I, **R**, hereby accept the terms and conditions of this employment offer.

Please sign and date your Acceptance

**Annexure A**

**Tax Consultant I -**

| Description                              | Monthly (Rs. per month) | Annual (Rs. per Annum) |
|------------------------------------------|-------------------------|------------------------|
| Basic Pay                                | 20,000                  | 240,000                |
| House Rent Allowance (HRA)               | 10,000                  | 130,000                |
| Special Allowance <sup>1a &amp; 1b</sup> | 16,100                  | 193,200                |
| Leave Travel Allowance <sup>2</sup>      | 2,166                   | 26,000                 |
| Differential Allowance                   | 6,691                   | 80,633                 |
| Meal Card <sup>3</sup>                   | 2,200                   | 26,400                 |
| Employer's contribution to PF            | 2,300                   | 27,600                 |
| Total Salary (in Rs.)                    | 59,457                  | 760000                 |

|                                        |                                                                                                                                                                                                            |               |
|----------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|
| Variable Bonus*                        | You are eligible for a performance linked variable bonus. It will be paid out at the end of the fiscal year, as applicable and on the basis of your individual performance and performance of the business |               |
| Medical Insurance Premium <sup>4</sup> | <b>3,014</b>                                                                                                                                                                                               | <b>36,167</b> |

\*The Variable Bonus will vary, primarily based on your individual performance and the performance of the business, during the Employer's fiscal year which is June through May. Your performance will be formally assessed as a part of the Employer Performance Review Cycle Process. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount will vary depending upon the business and individual performance and in some circumstances, could exceed the payout range indicated. The performance of all the employees who have joined the Employer prior to March 1st will be assessed for the fiscal year ending in May. The disbursement of a Variable Bonus, if applicable, is subject to you being active on the rolls of the Employer, during the Annual Incentive Program payout cKARTHIKRAJ Kcycle for the fiscal year. For employees joining during the period March 1st to May 30th, a prorated Variable Bonus, if applicable, will be based on the first year-end review ratings in the subsequent year and paid during the Annual Incentive Program payout cycle of that year. The Variable Bonus will not be paid in the event of termination of employment for any reason on or before the disbursement time. The application and interpretation of, and any determinations related to, the Variable Bonus is at the sole discretion of Employer. Employer may amend or terminate the Variable Bonus at any time. All compensation and benefits are based on employee's position with the Employer in India.

Contd/-....

Annexure A

1

All employees may claim tax exemption, subject to tax rules from time to time, from their Special Allowance component, expenses incurred towards communication and Driver / Fuel & Maintenance Expenses as per eligibility mentioned below:

**Employee Level - Tax Consultant I**

1a

*Communication Expenses*

*Only one Post paid mobile, one Land Phone and One internet connection bill(s) can be claimed.*

1b

*Fuel Expenses*

*Petrol / Driver / Insurance / Repairs & Maintenance*

**Rs./₹ 3,000/-** per month**Rs./₹ 7,500/-** per month

1a The internet/telephone/mobile bills should be in the Employee's name.

1b

For claiming vehicle running expenses (Driver / Fuel / Repairs & Maintenance expenses) the vehicle has to be in the name of the Employee and the current tax rules are as under. The above limits will be applicable for all those who are on company car lease program and the below limits will apply for all those who are on self-owned car. In case of company leased car, taxability would be as per the current perquisite valuation rules.

| Nature of Expenses | Own Vehicle –Maximum Tax exemption limit per month |           |                |
|--------------------|----------------------------------------------------|-----------|----------------|
|                    | 4 Wheelers (Engine Capacity)                       |           |                |
|                    | <= 1600 cc                                         | > 1600 cc | Two Wheelers   |
| Fuel & Maintenance | Rs. 1,800                                          | Rs. 2,400 | Rs. 900        |
| Driver's Salary    | Rs. 900                                            | Rs. 900   | Not applicable |

All employees at and above **Senior Staff** are eligible for the company car lease program. If you choose to avail of this benefit, the amount towards lease rental will be paid by the firm on your behalf to the leasing company and your compensation structure will be adjusted accordingly. A revised letter with the new compensation structure will be issued that will supersede this letter for all practical purposes.

2

The Leave Travel Allowance (LTA) will be paid on a monthly basis as an allowance with tax deducted at source. If you choose to avail the tax benefit on LTA, you should submit proof of expenses incurred by you for Self and / your immediate dependents. The taxability or otherwise of LTA will be as per the Income Tax Act 1961, details of which will form part of the LTA Form.

3 Meal Card amount will be credited at the start of each month and for the first month (For New Hires) prorated amount will be processed as part of payroll. If not collected, it will be processed as a taxable amount with the salary.

4 Annual Floating Medical Insurance Coverage for self and **6 dependents** is being paid by the Employer on your behalf. The premium amount is subject to change every year post renewal of insurance policy. In case you opt for an enhancement of the coverage limit, the additional premium will be adjusted accordingly from the special allowance.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

You may also be eligible to either a One-time Stipend or a temporary lodging basis joining the registered office location, you will receive a survey from Deloitte prior to your joining.

You may select the best option for availing the relocation assistance. If an employee who has availed this reimbursement decides to quit within 18 months from the date of relocation claim for whatever reason, the relocation reimbursement paid to the employee will be recovered in full, from the employee's full and final settlement.

By joining the Company, you will become a member under the 'Deloitte USI Employees Welfare Trust' and may be required to make a nominal contribution as a member.

Original bills towards the above components should be submitted during the Income Tax fiscal period evidencing the expenditure to get Income Tax exemption, failing which the same will attract applicable Income Tax.

Submission of false, tampered or altered bills as proof of expense for any of the above components will result in disciplinary action including termination of employment.

**Your compensation above is subject to income tax deduction per rules and guidelines prescribed under the prevailing tax laws. This may change from time to time in line with the amendments done in tax laws.**



**Hyderabad**

## **Annexure B**

### **Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement ("Employment Agreement")**

In consideration of my employment by **Deloitte Tax Services India Private Limited**, an Employer incorporated under the provisions of the Companies Act, 1956 and having its registered office **Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District, CIRCLE 3, Hyderabad - 500032, Telangana, India** (the "Employer") as **Tax Consultant I** - and other valuable consideration, I acknowledge and agree that:

#### **PRELIMINARY MATTERS**

**1. Defined Terms.** The italicized terms in this agreement (the "Employment Agreement") are defined in **Exhibit A** hereto.

**2. Pre-existing Agreements or Arrangements.** I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Agreements or Arrangements*. The Employer expects me to abide by all restrictions or obligations that are contained in such Preexisting Agreements or Arrangements and to avoid involvement, while employed by the Employer, in any matter that could pose a conflict as a result of confidential information or intellectual property obtained by me prior to my *Employment*. I further represent that none of these restrictions or obligations, including those set forth in any non-compete agreements with prior employers, is inconsistent with my acceptance of the Employer's offer of *Employment* or my becoming, and serving as, **Tax Consultant I** of the Employer. To the extent applicable and if I am joining the Employer after having served as an employee or official of the United States Government, I further represent that: (1) I have disclosed my prior participation, if any, in any discussions or negotiations with, or decisions to award contracts to, the Deloitte U.S. Firms while I was employed by the United States Government; and (2) I had either recused myself or had not played an active role in the applicable United States Government agency's decision to award any contracts to the Deloitte U.S. Firms while I was employed by the United States Government.

#### **PROTECTION OF OUR BUSINESS**

**3. Reporting of Proceedings.** Except as provided by law and except as I have disclosed in writing on **Exhibit C** to this Agreement, I represent and warrant that I have no *Proceedings* to report. Should I become a subject of any *Proceedings* during my association with the Employer, I agree to immediately report, in writing, all relevant facts to the Chief Talent Officer



of Deloitte LLP, the Regional Talent Director of the Employer, and the Chief Ethics and Compliance Officer of Deloitte LLP. I understand that my responses are subject to audit and review by the Employer and others in accordance with applicable professional, ethical, legal, or Employer requirements, rules, regulations, policies, or practices, or other requests.

**4. Confidentiality.** I acknowledge that, by virtue of my *Employment*, I will acquire and be exposed to, have access to, make use of and/or create *Confidential Information*. Therefore, I agree to hold in trust and confidence all such *Confidential Information*. I will neither disclose any such *Confidential Information* to anyone outside a *Deloitte Entity* without the prior written approval of an *Authorized Signatory*, except as required by my authorized duties for the Employer, nor use any such *Confidential Information* for any purpose other than for the benefit of a *Deloitte Entity*.

**5. Third Party Information and Property.** I agree that during my *Employment*, I shall not use or disclose any confidential information or intellectual property of any former employer or other person or entity without the prior written authorization of such employer, person or entity and the prior written consent of an *Authorized Signatory*. If I were to use or disclose any such Confidential Information or Intellectual Property without prior consent, and any of the *Deloitte Entities* become the subject of any claim from a third party regarding such unauthorized use or disclosure, I agree to hold harmless and indemnify the *Deloitte Entities* for any legal defense costs and/or damages related to any such claim.

**6. Authorization.** Only employees of the Employer holding a senior or managerial position with the Employer will be authorized by a specific authorization, delegation, or power of attorney to sign legal documents, representing the Employer. Similarly, only such authorized employees of the Employer may speak about the Employer, the business and plans, various client-related projects etc.

**7. Competing Activities and Conflict of Interest.** During the period of my *Employment* I will not, directly or indirectly, participate in or in any way render services or assistance to any business that is or may be competitive with a *Deloitte Entity*, whether or not for compensation, or engage in any conduct which might result in, or create the appearance of using my position for private gain or other than for the benefit of a *Deloitte Entity*, or otherwise create a conflict, or the appearance of a conflict, of interest with a *Deloitte Entity*. Such conduct shall include, but not be limited to, having an undisclosed financial interest in any vendor or supplier of a *Deloitte Entity*, accepting payments of any kind or gifts other than of a nominal value from vendors, clients or suppliers, or having an undisclosed relationship with a family member or other individual who is employed or associated with any entity in active or potential competition with a *Deloitte Entity*, and which creates a conflict of interest. I represent and warrant that I am not currently aware of any present or past violation of this provision.

**8. Authorization to Access Systems and Electronic Communications and use of Deloitte Property.** I understand that while employed with a *Deloitte Entity*, I will use and have access to the Systems. I also acknowledge that a *Deloitte Entity* has the right at any time to access, retrieve, delete, monitor, examine, use and/or disclose my Electronic Communications and information from (or about) me and the content, without notice to me, and that such *Electronic Communications* are considered part of a *Deloitte Entity's* business and client records and are not to be considered private or personal to me or any other *Personnel*. I further acknowledge that this right extends to *Electronic Communications* transmitted for either a business or personal purpose.

I agree that I am authorized to access the *Systems* only for approved business purposes and occasional personal use if such use does not interfere with my work responsibilities and other required business activities, business operations, or *Systems* performance. However, I also acknowledge that such occasional personal use does not create an expectation of privacy as to any of my personal *Electronic Communications* and, as such, are *Deloitte Property*.

I further acknowledge that I am not authorized to use the *Systems* for personal gain or any illegal or unethical use. I agree that under no circumstances am I authorized to access any of the *Systems* for the purpose of obtaining *Deloitte Property* for a competitor of a *Deloitte Entity*, transmitting *Deloitte Property* to me (e.g., emailing *Confidential Information* to my personal email address) or to a third party for purposes other than furthering the business objectives of a *Deloitte Entity*. I am not authorized to download a *Deloitte Entity's Confidential Information* or other *Deloitte Property* to removable media such as a CD Rom, disk or thumb drive other than as authorized for furthering the business objectives of a *Deloitte Entity*.

I will be responsible for the safe keeping and return in good condition and order of all the *Deloitte Property* that may be in my use, custody, care or charge. For the loss of any *Deloitte Property* in my possession or custody or for which I have been assigned responsibility, the Employer will have a right to assess on its own basis and recover from me, the damages in respect of such materials (out of the amounts due to me or otherwise) and to take such other legal action as it deems appropriate including termination of my employment without notice or payment in lieu thereof in the event of my failure to account for such material or property to its satisfaction.

**9. Security.** I am provided with a worktable and lockable storage space. I will ensure they are locked when unattended and understand that a duplicate key will only be provided if I sign for it. I am required to display my identity card to the appropriate security personnel on demand and at all times within the office premises.

#### **10. Ownership of Works.**

a. I agree that the Employer owns all rights, title and interest in and to all *Works*.

- b. I agree that all *Works* are deemed works made for hire under India copyright or applicable laws or equivalent laws of any applicable foreign jurisdiction, and all *Intellectual Property Rights* therein vest automatically in the Employer upon creation of the *Works*. I agree that, to the extent any *Work* is held not to be a work made for hire, I hereby irrevocably assign all *Intellectual*

*Property Rights* in the *Work* to the Employer. Notwithstanding anything contained in Section 19(4) of the Indian Copyright Act, 1957, I agree that such assignment shall continue to be in force for perpetuity irrespective of whether or not the Employer exercises its rights as the assignee for any period of time.

- c. I will at all times, even after termination of my *Employment*, do whatever the Employer reasonably requests of me, at the Employer's expense, to document the assignment of any *Works* to the Employer or to assist the Employer in pursuing, renewing, extending or assigning any *Intellectual Property Rights*, and otherwise perfecting, protecting and enforcing said *Intellectual Property Rights* in, any *Works*. I agree that, as between me and the Employer, the Employer shall be the sole author, inventor, and owner of all such *Works* and *Intellectual Property Rights* therein throughout the world, and that the Employer shall have the sole right to seek copyright registrations, patents or trademark registrations, including all extensions and renewals thereof. I also hereby agree that I waive all moral rights in any *Works*.

I also agree to assign all my right, title and interest in and to any particular *Works* to a third party as directed by the Employer.

In the event the Employer is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraphs, I hereby irrevocably designate and appoint the Employer and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and in my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraphs with the same legal force and effect as if executed by me. I hereby waive any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any *Works* assigned hereunder to the Employer.

- d. During a 12 month period after termination of my *Employment*, I agree that any *Intellectual Property* I create or conceive that results from and is related to any work assigned to or performed by me for the Employer, or that was created using *Deloitte Property*, is a *Work* that is subject to Paragraph 10 (b) above. For purposes of clarification, the foregoing provision is in addition to, and not in limitation of, any rights and remedies the Employer may have under the applicable laws protecting *Intellectual Property* of the *Deloitte Entities*.

- e. I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Employer) of all *Works* developed by me during the period of my employment with the Employer, which records shall be available to and remain the sole property of the Employer at all times.

**11. Pre-existing Creations; Personal Creations.** My obligations in Paragraph 10 do not apply to *Pre-existing Creations* and *Personal Creations*. I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Creations*. I acknowledge and agree that I will not assert any ownership rights against the *Deloitte Entities*, or their respective clients, with respect to any *Pre-existing Creations* unless they appear on **Exhibit B**, and **Exhibit B** has been accepted and agreed to by an *Authorized Signatory* who has signed at the bottom of such **Exhibit B**. I further agree that I shall not use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment* without the prior written consent of an *Authorized Signatory*. To the extent that I use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment*, I agree that, except as otherwise provided in a written agreement executed by me and the Employer, I hereby grant to the Employer an irrevocable, royalty free, perpetual, fully paid up, transferable, sub-licensable license to use, reproduce, distribute, display, perform, modify and create derivative works of and otherwise exploit such *Pre-existing Creations* or *Personal Creations* for any purpose including, but not limited to, client engagements.

**12. Post- Employment Restrictions re: Clients.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or serving of certain clients related to my work for a *Deloitte Entity* would necessarily involve the unauthorized use or disclosure of *Confidential Information*, and the proprietary relationships and goodwill of the *Deloitte Entities*, and, in the case of my serving of certain clients, could compromise the full compliance of the Employer or another *Deloitte Entity* with the applicable laws, rules and regulations of a U.S. or India regulatory body or other independence-related requirement of a regulatory body. Accordingly, during the period of my *Employment* and for a period of one year thereafter, I will not, directly or indirectly, solicit or provide services to any existing client of a *Deloitte Entity* with which I had personal contact and provided services during the two-year period prior to termination of my *Employment*.

**13. Exceptions to Post- Employment Restrictions re: Clients.** I understand that the obligations of Paragraph 12 will not apply for a period of three (3) years after my start date or the date of my promotion or transfer to clients of a *Deloitte Entity* and/or certain specified kinds of services rendered to such clients that meet all of the following criteria: (a) are personal clients of mine who came to a *Deloitte Entity* solely to avail themselves of certain specified kinds of services rendered by me and only as a result of my own independent recruitment efforts, which a *Deloitte Entity* neither subsidized nor otherwise financially supported as part of a program of client development, (b) are listed on **Exhibit D** expressly by name with respect to client and with sufficient specificity with respect to the kinds of service(s) that I will be permitted to render, and (c) are

accepted and agreed to as to their listing on **Exhibit D** by an *Authorized Signatory* who has signed at the bottom of such Exhibit. I agree that after a period of three (3) years from my start date or the date of my promotion or transfer the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on **Exhibit D** to support the application of the obligations of Paragraph 12 to those clients.

**14. Future Employment with Clients.** Except as otherwise provided herein, I understand that I am not prohibited from accepting employment with a client (or an affiliate of such client) of a *Deloitte Entity*. Before entering into substantive discussions with an *Attest Client* regarding any employment opportunity, I acknowledge and agree that during my *Employment* and for five years thereafter I must first notify *Independence* and obtain prior written approval from *Independence*. I acknowledge and understand that it is the intent of the Employer to interpret and apply this provision (a) in an effort to ensure the full compliance of the *Deloitte Entities* with applicable U.S. and India laws, rules, and regulations; (b) to serve the public interest; and (c) to protect the legitimate interests of the *Deloitte Entities* or their respective *Attest Clients* under applicable U.S. or India laws, rules and regulations in a manner that is no greater than is reasonably necessary to protect such interests and without being unduly harsh and oppressive to me and my interests in future employment with an *Attest Client*. Further, I acknowledge and agree that because of, among other things, the importance of the *Deloitte Entities* remaining in compliance with applicable independence rules, such approval may be withheld by *Independence* in the event that my employment with an *Attest Client* would, in the view of Deloitte LLP, be inconsistent with applicable laws, rules and regulations or jeopardize the independence of a *Deloitte Entity* with respect to such *Attest Client*.

**15. Restrictions re: Personnel and Contractors.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or hiring or of any of its *Personnel* or contractors of the *Deloitte Entities*, or my participation in their hiring, admission or retention, would necessarily involve the unauthorized use or disclosure of *Confidential Information* or the proprietary relationships and goodwill of the *Deloitte Entities*. Accordingly, during my *Employment* and for one year thereafter, I will not, directly or indirectly, (a) solicit or attempt to solicit, or participate in the solicitation of or any attempt to solicit any *Personnel* to leave a *Deloitte Entity*, or to join any firm or business with which I may be or become affiliated; (b) participate in the hiring or admission of any *Personnel*; or (c) cause a contractor of a *Deloitte Entity* to cease providing services to, with, or on behalf of the *Deloitte Entity*.

**16. Post- Employment Restrictions re: Deloitte Property.** Upon termination of my *Employment*: (a) I will not use or disclose *Deloitte Property*, including, but not limited to, *Confidential Information* and *Works*, for any purpose; (b) I will not retain or take with me any *Deloitte Property*; (c) I will immediately deliver to a *Deloitte Entity* at any location that it designates, at my expense, within one business day after the termination of my *Employment* or on an alternate date designated by a *Deloitte*

*Entity*, any *Deloitte Property* that I may then or thereafter hold or control; and (d) I agree to allow a *Deloitte Entity* to inspect any of my personal or home computers, including smart phones, tablet computers, or any device, media or location capable of storing electronic data, to determine whether any *Deloitte Property* resides on such computers and to permit a *Deloitte Entity* to remove such *Deloitte Property*.

## OTHER POST- EMPLOYMENT OBLIGATIONS

**17. Transition of Work and Cooperation.** Upon termination of my *Employment* for any reason, I will cooperate with a *Deloitte Entity* in all matters relating to the completion of pending work and its orderly transfer. I will also cooperate fully with a *Deloitte Entity* in connection with any threat of or actual legal proceeding against a *Deloitte Entity* or any client, customer or licensor of a *Deloitte Entity* arising out of any matter with or of which I had contact or knowledge during my *Employment*.

**18. Notification of Post- Employment Obligations.** I agree that prior to accepting employment or affiliation with another firm or business I will advise such firm or business of my duties and obligations under this Employment Agreement. After my *Employment* ends, I agree that a *Deloitte Entity* shall be permitted to advise any firm or business with which I have accepted an offer of employment or affiliation concerning my duties and obligations under this Employment Agreement.

**19. Certification.** I agree that during or after my *Employment* I will, if requested, provide written certification in such form as the Employer may require that I have complied with my obligations hereunder, including, without limitation, those obligations set forth in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15 and 16 of this Agreement.

## OUR ENFORCEMENT RIGHTS AND REMEDIES IN THE EVENT OF A BREACH

**20. Equitable Relief and Attorney's Fees.** I acknowledge and agree that a breach of this Employment Agreement, including, but not limited to, a breach of my duties and obligations under the terms and conditions of Paragraphs 4, 5, 7, 8, 9, 10, 12, 14, 15 or 16 would cause irreparable harm to the *Deloitte Entities* and that, in addition to other remedies, the Employer on behalf of itself or another *Deloitte Entity* is entitled to a temporary restraining order, an injunction or other equitable relief to prevent any such breach. I also acknowledge that, to the extent permitted by law, a *Deloitte Entity* will be entitled to the payment of the *Deloitte Entities'* reasonable costs and attorney's fees incurred in enforcing this Employment Agreement. I also acknowledge that, to the extent permitted by law, the Employer may request that a court extend the one year period

following the termination of my *Employment*, as provided in Paragraphs 12 and 15, to correspond with the period that I participated in activities prohibited by Paragraphs 12 and 15.

**21. Liquidated Damages: Client Fees.** I agree that in the event of a breach under Paragraph 12, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

**22. Liquidated Damages: Compensation.** I agree that the precise amount of damages flowing from a breach under Paragraph 15 would be impracticable or extremely difficult to ascertain in an actual amount. Therefore, I agree that in the event of a breach under Paragraph 15, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by or owed to any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

**23. Right of Inspection.** I agree to permit the Employer (or to use my best efforts to enable the Employer) to inspect my books and records (and the books and records of any entity which employs or is associated or affiliated with me), upon request and at reasonable times, to enable the Employer to confirm the calculations described above and to verify compliance with Paragraphs 12 and 15. The Employer shall keep confidential any proprietary information obtained, except as may be necessary or desirable to enable the Employer to enforce its rights under this Employment Agreement and except as may be required by any statute, court or administrative order to decree or government ruling or regulation.

#### MISCELLANEOUS

**24. Governing Law; Choice of Forum.** This Employment Agreement is deemed to have been executed in the Employer's office in **Hyderabad, Telangana, India** and will be construed and governed in accordance with the laws of the Republic of India without regard to its conflicts-of-law principles. You agree to submit to jurisdiction before any court of record in which the Employer's office to which you were assigned is located, or in which a breach of this Employment Agreement may occur, at the election of the Employer, and you waive any right to raise questions of personal jurisdiction or venue in any action the Employer may bring against you in any such court. You further agree to accept service of process/summons/legal notice from the Employer when that process/summons/legal notice is either sent to your last known address by certified mail or served by any other means permitted under the law of the jurisdiction in which the Employer may bring an action against you.

**25. Modifications.** My obligations hereunder may not be changed or modified, released, discharged, abandoned or terminated, in whole or in part, except by an instrument in writing signed by an *Authorized Signatory*.

**26. Severability.** Every provision of this Employment Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such term or provision will be enforced to the maximum extent permitted by law and, in any event, such illegality or invalidity shall not affect the validity of the remainder of the Employment Agreement.

**27. Blue-Penciling.** If any court determines that any provision of this Employment Agreement, or any part hereof, or the application of any such provision, or any part hereof, to any person or circumstance is unenforceable or void, such court shall have the power to modify such provision, or any part hereof, to the extent necessary to render it legal and enforceable while preserving its intent, or if such modification is not possible, by substituting therefore another provision that is legal and enforceable and that achieves the same objective.

**28. Waiver.** None of my obligations under this Employment Agreement shall be deemed to have been waived by the Employer except if the giving of such waiver is contained in a written notice given to me and no such waiver shall be deemed to be a waiver of any other or further obligation I have under this Employment Agreement.

**29. Entire Agreement.** This Employment Agreement, the Employer's employment application, the Terms and Conditions of Service issued pursuant to the offer of employment and any documentation employing me or transferring me to the Employer, contain the entire understanding between me and the Employer or any other *Deloitte Entity* with respect to the subject matter hereof and supersedes all prior representations, warranties, and agreements with respect to such subject matter, and no representations, warranties or other covenants exist with respect to such subject matter that are not contained or expressly referred to herein. Notwithstanding the foregoing, any written agreement between a *Deloitte Entity* and me with respect to the subject matter hereof that was signed by me prior to the effective date of this Employment Agreement shall remain valid and enforceable according to the terms of such agreement with respect to all acts and omissions occurring prior to the effective date of this Employment Agreement. In the event of a conflict between this Employment Agreement and the employment application or any other document purporting to set forth terms and conditions of my *Employment*, this Employment Agreement will control.

**30. Transfer and Assignment.** Unless as the Employer shall otherwise determine, the rights, obligations and benefits of the Employer under this Employment Agreement, including but not limited to those rights and benefits relating to my post-Employment obligations set forth in this Paragraph 30 and in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19 and 23 above, are transferred and assigned, in whole or in part (as the Employer shall determine) and without the need for my consent

or the formality of documentation or prescribed processes, to (a) any *Deloitte Entity* in connection with my transfer to that *Deloitte Entity* or (b) any entity that acquires all or a part of the assets or business of the Employer. All provisions of this Employment Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, representatives, successors, and assigns of the Employer and me, and any *Deloitte Entity* to which I may be transferred during my *Employment*, provided, however, none of my duties or obligations under this Employment Agreement may be assigned or transferred by me to any other person or entity without the Employer's prior written approval of such assignment or transfer. Any purported assignments in violation of this Paragraph 30 shall be null and void.

**31. Headings.** The headings contained in this Employment Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Employment Agreement.

I have read the foregoing, understand it, and agree to comply with its terms.

**For Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
2B8F65B8ECE5489...

Pooja Madnani

**Talent**

**Authorized Signatory**

Effective as of **November 13, 2022**, I accept all the terms and conditions of the Employer as stipulated in this Employment Agreement.

**A**

The definitions below apply to the italicized terms that appear in the Employment Agreement (including the exhibits):

**Attest Client** – attest client (or an affiliate of such client) of Deloitte & Touche LLP or a *Deloitte Entity*.

**Authorized Signatory** – a director, officer or other person who is authorized to sign on behalf of a *Deloitte Entity*.

**Confidential Information** – any information not generally known to the public, in any *Form*, that (1) relates to the operation of a *Deloitte Entity* or provides the *Deloitte Entities* with a competitive advantage, (2) consists of Personally Identifiable Information (*PII*) or other personal information about *Personnel*, client and other third party personnel, independent contractors, subcontractors, agents, vendors, suppliers or others which the Employer or another *Deloitte Entity* receives in the course of business, and (3) all other information entrusted to the Employer or another *Deloitte Entity* by clients and other third parties. *Confidential Information* includes, but is not limited to, *Intellectual Property*, supplier information, designs, business or marketing plans, forecasts and financial information, tax returns, tax identification numbers, agreements, client or prospective client lists, specific information about clients or prospective clients such as preferences for specific products and services, client or prospective client needs based on financial history and past purchases of services, client or prospective client development plans, specific rates charged to a client or offered to a prospective client and other business or client records. *Confidential Information* also includes, but is not limited to, debit or credit card information, employment applications, organization charts, performance ratings and other personnel records.

**Deloitte Entity** – the Employer, Deloitte LLP, and any corporation, company, partnership, limited liability company or other entity (a) that (i) is owned, directly or indirectly, in whole or in part, by Deloitte LLP (the “Deloitte U.S. Firms”), including but not limited to Deloitte LLP subsidiaries in India, the Deloitte Touche Tohmatsu verein, Deloitte Global Services Limited, Deloitte Global Services Holdings Limited, Deloitte Touche Tohmatsu Limited (“DTTL”) or any member firm of DTTL or affiliate thereof (collectively, the “DTTL Member Firms”) or (ii) controls, is controlled by or is under common control with any of the entities listed in clause (i); or (b) in which any *Personnel* participated on its behalf, or carried out any duties with respect to its affairs. For purposes of this Employment Agreement, the term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract, or otherwise.

**Deloitte Property** – *Confidential Information*, *Systems*, equipment, debit and credit cards issued in connection with my *Employment*, furniture, facilities and any and all other materials owned, licensed or leased by a *Deloitte Entity*, including, without limitation, computerized or electronic information and all copies thereof in any form or media, created by, furnished to, obtained by or prepared by me in the course of my employment in any capacity.

**Deloitte India (Offices of the US)** - The following companies shall be deemed to be the affiliates of each other and are collectively referred to as Deloitte India (Offices of the US): (i) Deloitte Consulting India Private Limited (ii) Deloitte Tax Services India Private Limited (iii) Deloitte Support Services India Private Limited (iv) Deloitte Financial Advisory Services India Private Limited and (v) Deloitte & Touche Assurance & Enterprise Risk Services India Private Limited.

**Electronic Communications** – all text, audio, video, images, information, data, files and attachments created, displayed, sent, received, posted, accessed or stored, whether deleted or not, by means of the *Systems*.

**Employment** – the nature of my relationship with the Employer or a *Deloitte Entity* pursuant to this Employment Agreement. Alternatively, and depending on context, *Employment* is the period of time during which this relationship persists.

**Form** - paper, computer disc, USB drive, website; any other tangible or electronic medium by which information may be stored or accessed; and human memory.

**Independence** – National Office (Independence) of Deloitte LLP.

**Intellectual Property** - works of authorship (including, without limitation, books, articles, data compilations, software and other copyrightable materials), materials, patents, inventions, designs, techniques, methodologies, processes, discoveries, know-how, ideas, trade secrets, moral rights, trademarks and other indicia of origin together with the goodwill therein, and all patent applications, copyright and trademark applications and registrations, and extensions and renewals thereof, throughout the world.

**Intellectual Property Rights** – all rights, title and interest in Intellectual Property.

**PCAOB** – the United States Public Company Accounting Oversight Board.

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**EXHIBIT**

**Personal Creations** – *Intellectual Property* that meet all of the following criteria: (1) it is conceived, developed, and created by me on my own time without using *Deloitte Property* or *Personnel* (during work hours), facilities, *Confidential Information* or *Works* of a *Deloitte Entity*, (2) it is unrelated to the actual or reasonably anticipated business or research and development of a *Deloitte Entity*, and (3) it does not result from any work performed by me and the *Personnel* (during work hours) for a *Deloitte Entity*.

**Personnel** – partners, principals, members, officers and employees of a *Deloitte Entity*.

**PII** – information (excluding business contact information such as an individual's name and one or more of the following: organization name, organizational title, organizational role, business address, business telephone number (including business cell phone number and business email address) relating to an identified or identifiable natural person. An identifiable natural person is a natural person who can be identified, directly or indirectly, by reference to an identification number or factors specific to his or her physical, physiological, mental, economic, cultural or social identity. Set forth below is a non-exclusive list of information that constitutes PII when such information relates to an identified or identifiable natural person:

- Account number (bank account, credit card, etc.)
- Address
- Biometric identifier
- Certificate or license number
- Date of birth
- Government identifiers (such as PAN)
- Name\*
- Personnel Number
- Photograph or video identifiable to an individual
- Vehicle identifier or serial number
- Other information related to an individual that may directly or indirectly identify that individual (e.g., salary, performance rating, purchase history, call history, etc.)

\* Note: When an individual's name is used with PII that is not business contact information, it is included in the definition of PII.

**Pre-existing Agreements or Arrangements** – agreements or arrangements that (1) relate to any *Pre-existing Creations*; or (2) may affect my ability to comply with the requirements of this Employment Agreement, including all contractual and other restrictions or obligations with other parties, including any post-employment restrictions and required notifications to the extent applicable under 18 United States Code §207, CFR 3.104-4, and India laws, rules and regulations that may or will impose limitations on my professional activities during my *Employment* (such as any non-compete agreements with prior employers and the one-year ban on lobbying contacts).

**Pre-existing Creations** – any *Intellectual Property* and *Intellectual Property Rights* that were developed or created by me, alone or with others, or otherwise acquired by me, before the period of my employment in any capacity with the Employer, in which I claim any ownership or right.

**Proceedings** – past or pending (1) actual or threatened claims or complaints of, or arising out of service to, present or former clients, (2) regulatory, self-regulatory, disciplinary, administrative, civil or criminal investigations, inquiries, charges, complaints, actions, sanctions, alternative dispute resolution proceedings, other proceedings or matters (other than criminal proceedings which relate solely to the operation of a motor vehicle) of any kind or nature, in India or any other jurisdiction, against me, including criminal proceedings arising out of my provision of professional services, proceedings brought by a professional association, or proceedings involving the Securities and Exchange Board of India, United States Securities and Exchange Commission or the PCAOB, other professional bodies like the Institute of Chartered Accountants of India or (3) matters of any kind or nature which could adversely affect my association with the Employer or my ability to perform my duties or responsibilities to the Employer, whether set forth in this Employment Agreement or otherwise, or my registration with or licensure by any governmental, quasi-governmental, or other regulatory agency, body or entity, in or outside the United States or India.

**Systems** – the communications systems or any part of such systems that a *Deloitte Entity* owns, licenses or operates and approves for use, including, but not limited to, e-mail, text messaging, Lotus Notes, Deloitte Online (eRoom), instant messaging, local area network, wide area network, Intranet (e.g., DeloitteNet, D Street), Internet, extranet, collaborative tools (e.g., blogs, wikis, etc.), laptop and desktop computers, servers, air cards, Personal Digital Assistants, cell phones, telephones and voicemail.

**Works** – all *Intellectual Property*, in any *Form*, created by me, alone or with others, during the period of my *Employment* that (1) is created within the scope of my *Employment*; (2) relates in any manner to the actual or anticipated business, research, or development of a *Deloitte Entity*; (3) results from any work assigned to or performed by me, alone or with others, for the Employer; or (4) is created with the use of *Deloitte Property*. **B**

**Pre-existing Creations; Pre-existing Agreements or Arrangements**

I understand and agree that the Employer makes no attempt to verify my claim of ownership to any of the *Pre-existing Creations* listed, and makes no admission that any *Pre-existing Creations* listed are owned by me.

[If yes, please enter details below]

Yes, I do have *Pre-existing Creations*,  
*Pre-existing*  
*Agreements or Arrangements*

X No, I do not have *Pre-existing*  
*Creations, Pre-existing Agreements or*  
*Arrangements*

**Title**

**Date**

**Brief Description**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Print)

ACCEPTED AND AGREED TO:

**Deloitte Tax Services India Private  
Limited**

DocuSigned by:

  
2B8F65B8ECE5489...

Pooja Madnani

**Talent**

*Its: Authorized Signatory*

listed pursuant to Paragraphs 2 and 11 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment made in light of Paragraph 2 that *Pre-existing Creations*, if any, are described and explained in sufficient detail so that the likelihood of confusion between the employee's *Pre-existing Creations* and the Intellectual *Property* of a *Deloitte Entity* can be avoided or minimized in the future and further indicates that the *Pre-existing Agreements or Arrangements* have been obtained and reviewed and that the *Authorized Signatory* is satisfied that such *Pre-existing Agreements or Arrangements* will not interfere with the employee's ability to comply with the requirements of this Employment Agreement.

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\_\_\_\_\_  
C

**Proceedings**



**EXHIBIT**

[none, unless otherwise specified]

Yes, I do have *Proceedings* to report

X No, I do not have *Proceedings* to report

My signature below certifies that to the best of my knowledge, the information I have provided above, pursuant to Paragraph 3, is complete and accurate.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

**Exceptions to Post-Employment Restrictions: re: Clients**

[none, unless otherwise specified]

As specified in Paragraph 13, I agree that after a period of three (3) years from my start date or the date of my employment, as the case may be, the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on Exhibit D to support the application of the obligations of Paragraph 12 to those clients.

Yes, I do have  
Post-Employment Restrictions re: Clients

X No, I do not have  
Post-Employment Restrictions re: Clients

Name of ClientSpecified Kind of Services(s) Permitted

ACCEPTED AND AGREED TO:

**Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
2B8F65B8ECE5489...

Pooja Madnani

**Talent**

Its: Authorized Signatory

\_\_\_\_\_  
Date

I have read and understood the above policy terms.

A n *Authorized Signatory's* signature is required only if information is provided pursuant to Paragraph 13 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment that criteria in Paragraph 13 have been fully satisfied, the clients listed have been properly identified, and the kinds of services permitted have been described with sufficient specificity.

**Terms and Conditions of Service**

In continuation to our offer of employment with **Deloitte Tax Services India Private Limited** (the "Employer"), please note the terms and conditions of service.

The italicized terms in these Terms and Conditions of Service are defined in **Exhibit A** of the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement hereto.

**Terms of Service****1. COMPLIANCE WITH INDEPENDENCE, ETHICS AND OTHER REQUIREMENTS**

Deloitte & Touche LLP performs attest services for certain of its clients and is subject to the independence requirements of, among others, the United States Securities and Exchange Commission (SEC), the United States Public Company Accounting Oversight Board (PCAOB), and the American Institute of Certified Public Accountants (AICPA). These requirements mandate that certain of the Employer's employees and their relatives be independent of some or all of such attest clients and their affiliates in accordance with the policies of Deloitte LLP and its subsidiaries (the "Deloitte US Entities").

Upon joining the Employer, you will be asked to review a listing of the attest clients and the affiliates of such clients of certain of the Deloitte US Entities and disclose relationships or financial holdings that you or your relatives may have that could affect the independence of the Deloitte US Entities. Any relationships or holdings that conflict with, among other things, the requirements of the SEC, the PCAOB or the AICPA or the independence or ethics policies of the Deloitte US Entities will need to be resolved immediately. Further, you will be required to comply with these policies throughout your career with the Employer, including, when applicable, maintaining a current list of certain of your financial interests (but not their value) in the independence tracking system.

As a condition to your joining the Employer and continued employment, you are required to complete a representation regarding your understanding of, and compliance with, independence and other matters, on a periodical basis (as requested beginning on

**EXHIBIT**

or prior to the date of you joining the Employer, annually thereafter, and upon certain changes in your role in the Employer), the details of which are provided in the independence representation. An example copy of this representation form is available for your reference on [www.deloittenet.com](http://www.deloittenet.com). The representation should be made to the best of your knowledge and ability. It is your responsibility to consult on any matter should you be uncertain or have a question. You are also requested to refer to [www.deloittenet.com](http://www.deloittenet.com) and *Independence* for more information in this respect. The representations made by you will be subject to an audit and may be reviewed by Deloitte LLP representatives and shared with certain third parties. If you are selected for such an audit, you will need to submit certain personal financial records to Deloitte LLP's internal audit team. Please be assured that Deloitte LLP fully intends to keep all information obtained through the audit process confidential and secure. You hereby give your consent to Deloitte LLP to use the information provided by you for such purposes as provided in the policies regarding independence and ethics.

In the event you (i) do not cooperate or comply with the independence requirements, or (ii) do not complete the necessary representations, or (iii) make inaccurate representation(s); you may be subject to disciplinary action including and up to termination of employment with the Employer.

Please feel free to contact or consult *Independence* should you require any further information or if you have any specific concerns in this respect.

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## **2. NON DISCLOSURE, NON SOLICIT AND INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AGREEMENT ("Employment Agreement")**

You will be expected to sign the Employer's Employment Agreement. Please contact Talent for further details.

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## **3. HARRASSMENT POLICY**

**Administrative Policy Release ("APR") 213** is the Employer's policy prohibiting harassment. Deloitte LLP's subsidiaries located in India ("Deloitte India (Offices of the US)") are committed to providing a working environment that is free from harassment based on caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis, in accordance with applicable Indian central, state or local law. Expressly forbidden are unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Depending on the circumstances, such harassment may also include conduct such as stereotyped or demeaning remarks or gestures or the display or circulation, whether in writing or electronically, of materials or pictures offensive to persons because of their caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis in accordance with applicable Indian central, state or local law. The full policy will be accessible to you on DeloitteNet after joining Deloitte U.S. India.

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#### 4. WORKING HOURS, HOLIDAYS, LEAVES AND MATERNITY BENEFITS

You will be provided with your standard working hours, which may vary over the course of your career. The Employer may, from time to time, subject to applicable laws, require the employee to work beyond these hours.

You shall be entitled to paid holidays and leave as per the Employer's policies.

Women employees are eligible for maternity benefits as per the recent amendments (2017) in the maternity benefit act, 1961, including having 26 weeks of maternity leave with pay, as applicable.

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#### 5. RETIREMENT AGE

The age of retirement for employees of Deloitte India (Offices of the US) is 60 years. Your employment will therefore automatically terminate at the end of the month in which you attain 60 years.

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#### 6. TRANSFERS

You may be transferred, assigned, or asked to attend training at the offices of a Deloitte Entity or its clients or third parties in India or abroad with or without additional compensation. In such an event, you will also be governed by the terms and conditions of service applicable to the transfer, assignment, or training.

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#### 7. NOTICE PERIOD FOR TERMINATION OF SERVICES

The notice period for termination of your services is **60 Days** by either side and/or salary in lieu of notice period on part of the Employer only.

The Employer expects all employees to maintain the highest standards of professional conduct at all times.

In order to assure orderly operations and provide the best possible work environment, the Employer expects you to follow rules of conduct that will protect the interests and safety of all personnel, including but not limited to the Code of Ethics and Professional Conduct.

In the event of any breach of the Code of Ethics and Professional Conduct, non-performance of a contractual obligation or the terms and conditions laid down in this Annexure, or if you engage in any misconduct whether or not in connection with or affecting the business or affairs of the Employer or the work conduct, as specified by Employer, you will be subject to disciplinary action up to and including termination of your services/ employment with the Employer without any notice or payment in lieu of notice notwithstanding any other terms and conditions stipulated herein.

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#### 8. MISCONDUCT

Misconduct may include but is not limited to:

- Irregular attendance: repeated or excessive absence, tardiness or early departures/ late comings without approval.
- Unreported or unapproved absence (including overstay of leave) for more than five consecutive days or deviation from assigned and accepted schedule for more than five days.
- Falsification or manipulation in background verification process or employment records, employment information, or other records prior to or after joining the Employer.
- Falsification or manipulation of Deloitte Time & Expense (DTE).
- Knowingly providing false statements, either verbally or in written form.
- Neglect of normal duties and functions.

- Practices such as reading personal materials during working time, having obscene or inappropriate posters or screen savers at your work station, playing games at your work station, etc.
- Continued discharge of work functions that do not meet the standards reasonably expected.
- Breach of the confidentiality provision in the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement including disclosing to any unauthorized person any *Confidential Information* or *PII*.
- Willful insubordination or disobedience, whether or not in combination with another, of any lawful and reasonable instructions of any member of management or any authorized person.
- Engaging in unapproved outside employment and activities as defined in APR 218 (US & IND) ([https://deloitte.net.deloitte.com/About/Policies/Admin/Pages/218\\_OutsideEmploymentActivities\\_US.aspx](https://deloitte.net.deloitte.com/About/Policies/Admin/Pages/218_OutsideEmploymentActivities_US.aspx)).
- Installing, downloading, copying or duplicating any unauthorized or unlicensed software, programs, games, or attachments on any computer system of the Employer or of any *Deloitte Entity* or its clients.
- Engaging in any illegal activities.
- Workplace violence, including threats of physical violence.
- Corporate credit card delinquencies.
- Causing damage to the property of the Employer, any *Deloitte Entity*, its clients, or their respective personnel
- Going on or abetting a strike in contravention of any law.
- Theft of any property belonging to another, the Employer or any *Deloitte Entity*, or their respective personnel, clients, or visitors
- Possession of firearms, explosives, knives or any instruments that can be used as an injurious or deadly weapon in the workplace or at any *Deloitte Entity* sponsored event.
- Corruption, fraud, or misappropriation of funds.
- Failure to comply with the policies, guidelines, rules and regulations of the Employer or a *Deloitte Entity* as applicable.
- Excessive personal use of the Employer's telephone, fax or computer systems.
- Failure to adhere to applicable laws.
- Any act prejudicial to or in conflict with the interests of the Employer or a *Deloitte Entity*.

The above terms and conditions are based on, and should be read in conjunction with, the Employer's policies, guidelines, procedures and other rules currently applicable, including but not limited to Administrative Policy Releases (APRs) and Deloitte India (Offices of the US)'s other policies, guidelines, rules, and regulations. The above rules are subject to amendments from time to time and the amended rules, policies, procedures, and guidelines would be posted on the Employer's Intranet site i.e. <https://deloitte.net.deloitte.com/Pages/Home.aspx> for employee reference. The policies will be updated from time to time in the future and we deem to have your consent to any and all such changes. Furthermore, upon acceptance of employment with the Employer, you may be requested to read and acknowledge acceptance of various policies and guidelines of the Employer. It is expected that you will read and acknowledge all such communications.

Effective as of **November 13, 2022**, I accept all the terms and conditions of the Employer as stipulated in these Terms and Conditions of Service.

Signature

Name

**Training Agreement****Dear :**

On behalf of **Deloitte Tax Services India Private Limited**, please accept our congratulations on your recent offer of employment to join the Company as **Tax Consultant I** pursuant to the terms and conditions of your offer letter dated **November 13, 2022**. You made a very favorable impression with everyone you met and we are excited about the possibility of you joining the Company.

As you may be aware, as a condition of employment with the Company, you may be required to travel Overseas to attend a series of training sessions for a period of up to 90 days. This training will be a combination of classroom procedural training as well as on-site training to observe employees conducting similar work at various client locations. This training represents the confidence we have in your ability to be a valuable member of the practice of the Company.

As per Company policy, we kindly bring to your attention that all employees attending training overseas are required to sign a Training Agreement which will obligate the employee to repay a calculated amount of the costs associated with the training, only if the employee resigns his/her position or are terminated for cause within a specified period after completion of the training (usually between 6 to 18 months). This repayment obligation disappears after the specified period of time has lapsed. We all look forward to seeing you again soon and having you join our team of outstanding professionals.

Sincerely,

For

**Deloitte Tax Services India Private Limited**

DocuSigned by:

*Pooja Madhuni*

By:

2B8F65B8ECE5489...

Signature

**Authorized Signatory**

**MANOJ KUMAR R**

Dear **MANOJ KUMAR R**

On behalf of CAI Info India Private Ltd., I would like to reconfirm our verbal offer of employment as a **"Jr. Software Engineer"** for an annual CTC of Rs. 3,00,000.00 (Rupees three lakhs thirty thousand) beginning on your anticipated start date, Monday, February 05, 2024. This will be paid to you monthly at the end of each month in increments of Rs. 25,000.00 (gross monthly CTC).

Special Clauses:

- During the period of your employment, the Company may at any time assign or transfer you to any location in the world where the Company/its clients has its establishment. In such an event, you shall be entitled to allowances in accordance with the policies of the Company.
- If you do not have an existing account with ICICI Bank, you will be required to establish one within 2 weeks of your first pay.
- You shall be considered for the next financial review in 2025.

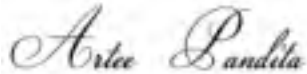
You are required to bring the following documents at the time of reporting for employment: -

- Last updated resume
- Latest passport size photograph
- A copy of Educational Certificates for all years of education and mark cards -
- Copy of passport
- Form 16

Please sign the bottom portion of this letter indicating your acceptance of this position and return the same immediately. You will be issued an appointment letter upon your acceptance of this offer letter.

Thank You and Welcome.

Yours Truly, Accepted By:



**Artee Pandita** \_\_\_\_\_  
**Director-Human Resources**

Divyasree Towers, Floor 5, Guruppanapalya  
Bannerghatta Main Road, Bangalore-560029  
[www.cai.io](http://www.cai.io) [inquire@cai.io](mailto:inquire@cai.io)

Detailed CTC Breakdown:

| Description       | Monthly              | Yearly                 |
|-------------------|----------------------|------------------------|
| Basic             | INR 13,750.00        | INR 1,65,000.00        |
| HRA               | INR 5,500.00         | INR 66,000.00          |
| Conveyance        | INR 300.00           | INR 3,600.00           |
| Medical Allowance | INR 700.00           | INR 8,400.00           |
| Statutory Bonus   | INR 2,500.00         | INR 30,000.00          |
| Provident Fund    | INR 3,300.00         | INR 39,600.00          |
| Gratuity          | INR 661.38           | INR 7,936.50           |
| Special Allowance | INR 788.63           | INR 9,463.50           |
| <b>Total</b>      | <b>INR 25,000.00</b> | <b>INR 3,00,000.00</b> |

Accepted By:

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Divyasree Towers, Floor 5, Guruppanapalya  
Bannerghatta Main Road, Bangalore-560029  
[www.cai.io](http://www.cai.io) [inquire@cai.io](mailto:inquire@cai.io)

**CAI Info India Private Limited**

080 -45340400



**Welcome to Wipro's Work Integrated Learning Program ("WILP")**

**Work Integrated Learning Programme**  
**Wipro Limited, Dodda Kannelli**  
**Sarjapur Road, Bengaluru - 560 035.**  
**Phone: (080) 28440011/12, Fax: (080) 28440256**

Dear MASANA KESAVA RAM KUMAR,

**Sub: Enrolment letter to Wipro's Work Integrated Learning Program ("WILP") as Scholar Trainee – Work Integrated Learning Program**

Welcome to WILP!

With reference to your application, it is our pleasure to enroll you as a Scholar Trainee – Work Integrated Learning Program. This is a scholarship program customized as a robust academic and training program which will enable you to obtain M-Tech degree from one of the premier engineering institution / University in India.

The duration of the academic program shall be 48 months from the **date of enrolment to the academic program**. You will be enrolled into the academic program within 12 months from date of joining. Your date of joining will be intimated through a separate communication.

We hope you enjoy the learning with WILP and have an enriching experience being a part of Wipro Limited ("Wipro or "Company").

Please read through the terms and conditions of your enrolment as provided below.

We look forward to having a long and fruitful relationship with you at WILP, Wish you all the best!

Yours sincerely,  
For **Wipro Limited**,

**Aparna Shailen**  
**General Manager - Human Resources**

**Endorsement**

I accept the enrolment and the terms and conditions thereof as specified below. I shall report for undergoing study on

**Terms & Conditions of Scholarship**

**1. PROFILE:**

You have been selected to be a part of Wipro's WILP and are enrolled as a Scholar Trainee- Work Integrated Learning Program. Upon joining WILP, you will have to undergo a "Project Readiness Program" ('PRP') that prepares you to participate in projects at the Company as part of this learning program. This robust academic program will also enable you to obtain **M-Tech degree from one of the premier engineering Institution / University** upon successful completion of the course.

**2. DURATION:**

The duration of your academic program will be for a period of 48 months from the date of enrolment to the academic program. You will be enrolled into the academic program within 12 months from date of joining. Unless the Company extends the period of your study in writing, which is done solely at the discretion of the Company, your enrolment would automatically terminate at the end of the stated 48 months.

In case the Company extends the academic period (in writing) you will continue to be enrolled as a Scholar Trainee – Work Integrated Learning Program with WILP.

### 3. Appointment details:

We provide support to our global customers through various Company locations in India to suit customer requirements by operating 24x7. You would be operating from any of these locations and in any of the shifts, including night shift, as may be decided by the Company, keeping in mind the business needs and deliverables to customers.

### 4. Scholarship/Stipend and Benefits

During your period of enrolment, you would be entitled to a consolidated monthly scholarship.

Apart from the monthly scholarship, the Company will provide you with life & accidental insurance that would include a cover for you, the premium / cost will be taken care of by Wipro. This is a voluntary benefit offered by the Company and the details of the same are listed below.

- i. A Group Personal Accident Insurance (GPAI) coverage of **Rs.12,00,000/-**. You could also choose to get additional coverage for a nominal and highly negotiated premium. More details on the policy are available in My Policies section in myWipro, the HR portal at Wipro.
- ii. Group Life Insurance coverage of **Rs.14, 00,000/-**. This sum insured is inclusive of cover as per EDLI (Employee Deposit Linked Insurance). You can also get an extra coverage for a nominal and highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

In addition to the above, you are also eligible for medical insurance cover towards hospitalization.

You are eligible for a floater coverage of Rs.2,00,000/- per annum for family (self, spouse & children) towards hospitalization. There will be a deduction from your monthly scholarship/stipend depending on your marital/family status towards the base sum insured premium. 10% of the claim amount would need to be borne by the employee/Scholar trainee.

Base Medical insurance is to be availed by the employee as default. It is accounted for in deductions as a nominal monthly charge. Top-Up cover is voluntary and charged as applicable during renewal timelines.

If you wish to enhance the coverage, a top up cover option is also available for a highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

The below table lists down your scholarship details:

| Period      | Scholarship | ESI | Consolidated Scholarship (Rs. Per Month) |
|-------------|-------------|-----|------------------------------------------|
| First year  | 15000       | 488 | 15,488/- (*)                             |
| Second year | 17000       | 553 | 17,553/- (*)                             |
| Third year  | 19000       | 618 | 19,618/- (*)                             |
| Fourth year | 23000       | 0   | 23,000/- (*)                             |

(\*) You shall be responsible for payment of all statutory contributions, taxes, dues and levies as may be required under the relevant laws including contributions under Employees' State Insurance Corporation Act (**at 0.75% of your Scholarship**) as and when applicable to you. Such contributions, taxes, dues and levies where required, shall be deducted from your Scholarship and benefits according to applicable laws and regulations.

Your fourth-year scholarship will continue until completion of your M-Tech program. Your enrolment into the MTech academic program within 12 months from date of joining.

You shall be eligible to receive a onetime "joining bonus" of Rs.75,000 after you join Wipro along with your first month salary. All applicable taxes on the payment of this amount will be borne by you. Please note in the event you leave the organization within 12 months from the date of joining, payment processed under Joining bonus shall be recovered from the employee at the time of exit.

The enhancement of the scholarship at the end of each academic year of study will be at the discretion of the Company and subject to your satisfactory progress of study, acquisition of skills, behavior, regularity and punctuality in attendance. Your continued enrolment in the course, will be at the discretion of the Company, and is subject to satisfactory academic performance and other requirements as prescribed in the WILP portal.

In case your project performance at any stage is not found to be at par with the requirement of WILP, then you would be placed on performance improvement program (PIP). If you fail to successfully complete the PIP, the Company may at its sole discretion discontinue your enrolment in the WILP program.

#### **Book Allowance:**

A Book Allowance of Rs.1,250/- will be provided to you per semester. This allowance will be given every semester except the last semester when you will be engaged in dissertation. The allowance will be paid to you centrally along with your scholarship during the course of each semester. The allowance will be subject to tax. Book allowance is applicable and paid only when you are registered for the semester.

#### **5. Training Agreement:**

- i. This letter of enrolment is subject to the execution of a training agreement in the prescribed proforma with Wipro Limited, Sarjapur Road, Doddakannelli, Bengaluru-560035 on or before joining the program ("Training Agreement").
- ii. This Training agreement shall be for a total period of 60 Months where you will be mentored for developing your skills and knowledge. This included technical training, in various formats, both online and offline and practical experience in various projects. The Company invests on your behalf for the cost of these trainings. Should you discontinue the WILP program or your enrolment with WILP is cancelled for any reason whatsoever before the completion of 60 months from the date of joining, the training expenses of Rs.75,000/-(Rupees Seventy five thousand only) will have to be paid by you as detailed in the Training Agreement.

#### **6. PROJECT READINESS PROGRAM (PRP)**

Upon enrolment, you will have to undergo a Project Readiness Program (PRP) to prepare you to participate in projects. This is offered by Wipro's - Talent Transformation Department to all campus and off-campus selects. The broad objective of PRP is to equip you with the necessary knowledge and skills that will enable you to start working on real-life project work which is an integral part of the WILP.

#### **7. Regulations of Academic study:**

- i. You will be enrolled for M-Tech program with a renowned institution ("University") that collaborates with Wipro for WILP.
- ii. Course specialization includes but is not limited to Software Systems, Software Engineering, Information Technology, Computing Systems and Infrastructure Management, Data Analytics, IoT, Cloud, Digital & Cyber security, Embedded Systems.
- iii. Your specialization and enrolment would be decided based on prevailing business requirements and decision of the Company is final and binding.
- iv. You will not be able to change Specialization track after enrolment.
- v. Overall program duration is 4 years from date of enrolment of academic program.
- vi. As per the program structure, a WILP Scholar trainee will register and pursue 4 to 6 courses per semester over 7 semesters.
- vii. You will be required to submit a project work / dissertation in your final semester (8<sup>th</sup> semester of your program). This will enable you to advance your professional capabilities by applying concepts and techniques in projects.
- viii. Each course has multiple evaluation components. This includes an assignment component, quiz, mid-semester examination and comprehension examination. All evaluation components are mandatory for securing a pass grade in a course as prescribed by the partnering institution.

- ix. Contact classes are organized as per the handout and calendar prepared and shared by the University at the beginning of each semester. In the normal course, one session of 2 hours duration per course per contact class is organized.
- x. You will be called upon to undergo studies during the hours and days as may be fixed by the Company from time to time. Normally, the study hours would be from 9:00am to 6:00pm
- xi. The faculty will take attendance/circulate attendance sheets for every session. It is your responsibility to ensure that your attendances are recorded properly.
- xii. WILP Scholar trainees are expected to be on time for every session. Punctuality is non-negotiable and the faculty reserves the right to deny entry and attendance to late comers.
- xiii. Attending 75% of contact session is mandatory for each course to appear for examinations.
- xiv. Not attending classes for reasons like medical/on the job training /late coming/personal problems and other similar reasons would be treated as absenteeism.
- xv. Scholar trainees who fail to meet the minimum attendance criteria will not qualify for comprehension exams for any of the registered courses in that semester.
- xvi. For any reason, you are not able to meet the minimum attendance criteria or not complete the mandatory assignments / quiz / examinations in any semester, you are required to repeat the same semester as and when the next batch is organized. In such cases, rules and regulations governing academic programs at that time would be applicable. In addition, additional semesters fees are to be borne by you as prescribed by the University.
- xvii. At the end of each semester, the performance of each Scholar Trainee in a course, is specified as a letter grade which is obtained through a Relative Grading procedure
- xviii. Any Scholar trainee securing 3 or more cumulative fail grade at any point in time will be expelled from WILP Program.
- xix. The 8th semester of study is fully devoted for dissertation / project work
- xx. If a Scholar trainee's CGPA is less than 5.5, the Scholar trainee will not be permitted to register for the dissertation. He/she has to re-appear for exams and secure a CGPA of 5.5 before taking up the dissertation. Also, a Scholar trainee with an E grade in any course will not be permitted to register for the Dissertation
- xxi. Project / Dissertation work has to be carried out by each individual separately. Teamwork is not permitted.
- xxii. The dissertation has to be completed strictly as per the guidelines that are outlined by collaborating institution.
- xxiii. WILP Scholar trainees are expected to maintain decorum and discipline in line with Wipro's professional work culture and environment.
- xxiv. In cases where a Scholar trainee deviates from the expected behaviour as prescribed by the WILP and partnering institution from time to time , strict action will be taken and the decision of the WILP Team / faculty /, University would be final and binding.
- xxv. Breach of integrity will be dealt with sternly. Such Scholar trainees will be asked to discontinue their studies and also expelled from WILP program.
- xxvi. On successful completion of the study, you will be eligible to receive the M-Tech degree from the collaborating University, in recognition of your successfully completing the course.
- xxvii. All Scholar trainees of the WILP will be given testimonials at the end of the successful completion of the M-Tech degree program. The testimonial contains the timeline in the WILP and the kind of project works carried during this opportunity.

Mode of contact session, examination pattern and other academic program norms are subject to change based on the prevailing situation / University norms declared from time to time. Decision of the University would be final and binding.

## **8. Conflict of Interest:**

- i. During your enrolment period with the WILP, you will focus exclusively on the requirements of the program. In addition to your study and academic requirements, you are required to engage yourself exclusively in the work assigned by Wipro and shall not take up any independent or individual assignments (whether part time or full time, in an advisory capacity or otherwise) directly or indirectly without the express written consent of Head /

## Manager of WILP Academy

- ii. You shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any person who is involved in activities, which are or shall be in conflict with the interests of Wipro.
- iii. The Conflict of Interest Policy also refers to the need on your part, during your enrolment and for a period of one year from the cessation of your enrolment with WILP (irrespective of the circumstances of, or the reasons for, the cessation) not to solicit, induce or encourage:
  - a. Any student/scholar trainee of the WILP to abandon /withdraw their enrolment with the program or to accept enrolment and/or employment with any competitor, supplier or any customer with whom you have a connection.
  - b. Any employee of Wipro to terminate their employment with Wipro or to accept employment with any competitor, supplier or any customer with whom you have a connection.
  - c. Any customer or vendor of Wipro to move their existing business with Wipro to a third party or to terminate their business relationship with Wipro.
  - d. Any existing employee and/or student of WILP to become associated with, or perform services of any type for any third party.
- iv. In case of any conflict or doubt, please discuss the matter with Head / Manager of WILP, to understand Wipro's position on this and resolve the conflict.

## 9. Obligation and Responsibilities:

- i. During the study period you will be governed by the WILP regulations and instructions as may be modified, from time to time, in relation to conduct, discipline and other matters.
- ii. During your study as part of WILP, Company expects you to undergo study in the area in which you are placed, with a high standard of initiative and efficiency. This is critical and Company has zero tolerance towards any deviations.
- iii. You would not be allowed to seek membership of any local or public body without the written approval from the Head / Manager of WILP.
- iv. During the study period and thereafter, you would not be allowed to give out to anyone in writing or by word of mouth or otherwise, particulars or details of work - process, technical know-how, research carried out, security arrangements, or administrative and/or organizational matters of confidential or secret nature which you may come across during your academic study or become known to you by virtue of your undergoing study under WILP or otherwise.
- v. You are bound by all regulations, instructions and policies of the WILP and Wipro. These are updated / modified on a periodic basis and new policies may be introduced and notified to Scholar trainees from time to time and you will be bound to comply with the same.
- vi. In consideration of the opportunities, trainings and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by WILP/Wipro and in the course of your association with WILP. This covenant shall endure during your association and beyond the cessation of your association with WILP (irrespective of the circumstances of, or the reasons for, the cessation).
- vii. In connection with your association with Wipro as part of the WILP and during the term of your association upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business or academic session hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

During the period of academic study, if you develop or conceptualize inventions, ideas, concepts, discoveries, techniques and improvements (including without limitation computer software) solely or jointly with others in relation to the operation of the WILP / Wipro, such developments will be fully communicated to the WILP academy and will be the sole intellectual property of Wipro. You agree to cooperate in the execution of documents to facilitate the assignment of such intellectual property when required.

## 10. Confidentiality:

- i. In consideration of the opportunities, training and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by Wipro and in the course of your enrolment. This covenant shall endure during your enrolment and beyond the cessation of your enrolment with Wipro (irrespective of the circumstances of, or the reasons for, the cessation).
- ii. During your training on projects at Wipro, you will be expected not to use or disclose any confidential information, including trade secrets, of any former employer (if any) or other person with whom you have an obligation of confidentiality and by signing below you affirm that you have no conflicting obligations or non-compete agreements that would prevent you from working without limitation for Wipro.

## **11. Assignment of Intellectual Property**

In connection with your enrolment and during the term of your enrolment, upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

## **12. Posting**

During the initial study period, initially you would be made familiar with Wipro, but you may if needed be re-assigned or transferred to another division, department, establishment or new location where Wipro, has its office or operation and WILP classes are running in the particular location, in India, without enhancing the scholarship amount. On placement of this nature, you will also be governed by the disciplinary rules and regulations as applicable in that unit/branch. You may also be placed in any sister company of Wipro, for practical studies.

## **13. Misconduct:**

- i. In case you are charged with any misconduct or disciplinary issue during your study period, your enrolment with WILP may be temporarily placed on suspension without payment of scholarship amount, for such period as Wipro may deem fit. If the charges against you are proved to be true, your enrolment may be immediately cancelled, without any notice or payment of scholarship in lieu of notice notwithstanding any clause of this letter of enrolment. It is clarified that this clause is without prejudice to Wipro's rights to enforce the Training Agreement duly signed by you even after cancellation of your enrolment for whatever reasons as the case may be.
- ii. Notwithstanding the condition regarding written notice of termination and without prejudice to Wipro's right to enforce the Training agreement, Wipro shall have the right to terminate your academic study without any notice or payment of scholarship in lieu thereof, if any declaration given or information furnished by you to WILP/ Wipro is found to be false or if you are found to have willfully suppressed any material information.

**Please note that at any stage, whether during your selection process or upon enrolment with the WILP, if it is brought to our notice that you have indulged in malpractices or used illegal means to clear your online assessment, Wipro shall withdraw or revoke the enrolment and cancel the same with immediate effect and we reserve our rights to take suitable action against you as we may deem fit.**

## **14. Cancellation of Enrolment:**

Notwithstanding any of the clauses of this letter of enrolment, Company reserves the right at its sole discretion to cancel this enrolment during the study period without assigning any reason, by giving one month's (30 days) notice or one month's scholarship/stipend in lieu of notice.

## **15. Study Hours:**

- i. As a Scholar Trainee – Work Integrated Learning Program, you will be called upon to undergo studies during the hours and days as may be fixed by WILP from time to time as per the University requirements.
- ii. You would be assigned to any of the locations and any project work as part of your WILP as may be decided by the Company.
- iii. The full day lecture sessions will be held at any of Wipro's other establishments/outsourced venue. You may also be called upon to attend academic study as and when required on holidays, as may be scheduled in accordance with the convenience of the organizing team of the WILP.
- iv. The university will plan contact classes in multiple format to suit the project work situations and university guidelines such as contact classes in ILT (instructor Led training) and / or VILT (virtual Instructor Led Training and Self-Directed / Recorded lecture sessions).

## 16. General:

- i. This letter of enrolment is subject to the condition that you have not provided us with any false declaration or wilfully suppressed any material information. If you have, you will be liable for cancellation of enrolment from the WILP without any prior notice.
- ii. The terms of this letter of enrolment may be specifically enforced legally, if required. In this connection, if any of the provisions of this letter are declared or found to be void or unenforceable due to any reason whatsoever, the remaining provisions of this letter shall continue in full force and effect.
- iii. These enrolment terms supersede and replace any existing agreement or understanding, if any, between Wipro and you relating to the same subject matter.
- iv. You warrant that you are not prevented by a court or by any other administrative or judicial order from enrolling under this agreement. In the event that you are not a citizen of the country of posting, you should have a valid work permit to work in the country of posting.
- v. During the period of enrolment you are required to comply with all policies of WILP and Wipro. These policies are updated / modified on a periodic basis and new policies may be introduced and notified to the Scholar Trainees from time to time. You agree to comply with all policies as modified from time to time.

## 17. On Completion/Cancellation of Academic Program:

- i. On Completion of the academic program or cancellation of your enrolment, as the case may be, you will immediately surrender to Wipro/ the Academy all specifications, formulae, documents, literature, drawings or records, etc. belonging to Wipro/ the Academy or relating to its business and shall not make or retain any copies of these items.
- ii. You are not eligible to receive testimonial certificate if you do not successfully complete the academic study in accordance with this letter of enrolment and the study scheme formulated by the Academy.
- iii. Wipro reserves the right to offer employment at its sole discretion to a Scholar trainee on successful and satisfactory completion of the academic study.

## 18. Acceptance of Enrolment Letter:

Upon accepting the above terms and conditions, you are required to return the duplicate of this letter of enrolment, duly signed by you as a token of your acceptance on the day of joining WILP program.

Please confirm that the above terms are acceptable to you and that you accept the enrolment by signing a copy of this letter of enrolment and submit the same on the date of joining.

## 19. Work Allocation:

As part of your work responsibilities, you may be assigned to work on certain projects/accounts or other assignments as may be deemed fit by the Company in its sole discretion. Refusal to accept and deliver on such assignments shall be treated as a refusal to work and may result in termination of your employment or other disciplinary action.

Yours sincerely,

For **Wipro Limited**,



**Aparna Shailen**  
**General Manager - Human Resources**

I have read, understood and agree to accept the enrolment on the terms and conditions herein.

I shall be present for the induction session on



## **ANNEXURE I**

### **CONFIRMATION ON SHARING PERSONAL INFORMATION (AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT, 2000)**

I Radheshyam Thakur, confirm that I am voluntarily sharing my Personal Information with Wipro Limited ('Wipro') being a part of WILP of Wipro for the following purposes:

- a. validating my application form and retaining records on the same for any future reference/verification;
- b. processing my application form including background verification checks;
- c. academic study related actions including record keeping, processing scholarship advance and benefits and any action required in the context of my enrolment with Wipro, being a part of WILP.

In this context, I also agree to the retention of such Personal Information by Wipro for any future reference/verification and authorize Wipro to transfer the same to a third party.

I understand that 'Personal Information' means any information, relating to me that is available with Wipro and is capable of identifying me."

## **ANNEXURE II**

I hereby confirm that I shall submit the required academic certificate including but not limited to mark sheet and Provisional or Convocation Degree Certificate within 3 months from my date of joining. I understand that my enrolment is subject to my aggregate meeting the Wipro eligibility criteria and submission of the above mentioned documents.

I hereby declare that all the particulars mentioned above are true to the best of my knowledge. In the event of my failure to submit the above mentioned documents or in case of any discrepancy, I shall be liable for termination of my enrolment with Wipro.

## **ANNEXURE – III**

### **INITIAL INDUCTION PROGRAM**

The Talent Transformation team at Wipro groom's campus selects to help them face the challenges of the corporate world.

A holistic 360 degree approach to training is adopted and helps them hone their fundamental computer skills followed by insights into Wipro businesses, process, technology and behavioural skills.

To understand and appreciate the mindset of the young Trainees and ensure that the transformation is smooth, the induction program is done by a team of dedicated professionals who have exposure to the academic and corporate sectors alike. Project Readiness Program (PRP) is a training program designed to address the basic learning needs of the Trainees.

#### **Corporate Readiness Program - CRP**

The CRP program is focused on making young Trainees comfortable in a corporate environment. This program starts with a corporate induction.

"EMERGE" a behavioural skills building training program ensures that the fresh Trainee start feeling at ease in the "corporate world". This activity based behavioural intervention informs the new entrants about the corporate work culture and business etiquette.

#### **Technology Readiness Program - TRP**

The technology training provides critical technical skills required to work on projects allocated to Trainees and prepare to face the demands of the project world. We begin doing this by familiarizing with Wipro's businesses and work environment.

The methodology of training is "Project Based Learning" (PBL) approach, the entire learning is designed around a series of projects that the recruits are expected to complete individually by learning and applying various topics required to complete the project. Starting with individual projects, the PBL approach ends with recruits working on a team project.

## **ANNEXURE – IV**

I have read and understood the terms of my enrolment letter. I agree and acknowledge that I am a Student/Scholar trainee with Wipro's WILP. I further undertake that I shall not represent to any person within Wipro or any other third

party that I am an employee of Wipro Ltd and I fully understand that such false representation shall entail severe disciplinary action including immediate cancellation of my enrolment.

### **Travel, Accommodation, Food & Other Miscellaneous Expenses**

#### **Travel**

- i. You would be entitled for Rs. 1500 from the date of appointment as a lump sum amount that will be credited with your first month stipend. You may utilize this amount towards Travel and you would not need to submit bills towards usage of this amount.
- ii. There is no provision for reimbursement/allowance towards any expenses incurred in lieu of attending training or classes at different locations in the same city.

#### **Accommodation, Food & other Miscellaneous Expenses**

- i. You would be entitled for Rs.400 per day for 8 days (total amount of Rs.3,200) from the date of joining. You may utilize this amount towards accommodation, food & other miscellaneous expenses. This would be paid as a lump sum amount that will be credited with your first month stipend and you would not need to submit bills towards usage of this amount.
- ii. If your posting location (the location where you would be based out of after training) is different from the training location (location where you undergo initial training), you would be entitled for the following:  
  
Settlement and Miscellaneous Expenses: Rs.1200 per day for 7 days (total amount of Rs. 8,400) from the date of reporting to the posting location. You may utilize this amount towards boarding, lodging, conveyance & other miscellaneous expenses.
- iii. Any location change after reporting to posting location will be treated as relocation/transfer and will be covered under the Transfer policy for Team Rainbow. For details you can refer the policy at myWipro-> My Policies -> India->My Travel>Transfer Policy-Team Rainbow.
- iv. Campus joiners would not be eligible for accommodation at the Wipro guest houses.

**Please note in the event that the employee leaves the organization within 6 months from the date of joining, all payments processed under Joining & Relocation Entitlements shall be recovered from the employee at the time of exit.**

**Skill Preferences 1 :** [DAAI -Cloud & Digital Database](#)

**Location Preferences 1 :** [Bangalore](#)

**Skill Preferences 2 :** [CEP-SAP-ABAP](#)

**Location Preferences 2 :** [Mysore](#)

**Skill Preferences 3 :** [Python App](#)

**Location Preferences 3 :** [Chennai](#)

☒ Accept ☐ Decline

☒ **Signature** [Radheshyam Thakur 25/1/2023 10:00 PM](#)  
(checking the checkbox above is equivalent to a handwritten signature)

Registered Office:

**Wipro Limited** T :+91 (80) 2844 0011

Doddakannelli F :+91 (80) 2844 0054

Sarjapur Road E :info@wipro.com

Bengaluru 560 035 W :wipro.com

India C :L32102KA1945PLC020800

26168298



## OFFER LETTER

Dear MEGHANA MIRIAM PAUL,

Subsequent to your meetings with Go Digit General Insurance Limited, we are pleased to make an offer of employment on the following terms and conditions:

- 1.1 You shall be appointed to the position of **Graduate Trainee Engineer – Analytics and Data Science**.
- 1.2 As an employee of the Organisation, your Gross Annual Compensation (Cost to Company) will be **Rs. 500000/-** (Rupees Four Lac Fifty Thousand Only).
- 1.3 Your Gross Annual Compensation will include a performance-linked variable of **11.00%** subject to achievement of pre-defined targets.
- 1.4 All terms and conditions of your employment, including the code of conduct, will be in accordance with the Company's policies and procedures and the Employment Agreement.
- 1.5 The Trainee Program will be for a period of **1 year** from your date of joining.
- 1.6 Your employment will also be dependent upon completion of your Graduation / Post Graduation as per the training programme.
- 1.7 Your employment with the Company is subject to:
  - (a) The accuracy of the testimonials and information provided by you; and,
  - (b) You being free from any contractual restrictions preventing you from accepting this offer and will return receipt of acceptance of this offer within 5 workings days.
- 1.8 At any time, the contract may be terminated by either party by giving 90 days' notice in writing. Go Digit General Insurance reserves the right to payment of salary in lieu of the notice period.
- 1.9 We are glad that you have accepted our offer. In order to confirm your joining, you would be required to submit a proof of your resignation from your current company



within 7 days of receipt of this offer letter. In case of failure to submit the same within the stipulated time period, the company reserves a right to withdraw this offer.

On the day of your joining kindly bring photocopies of your certificates (all education qualifications, address proof, Pan card copy, ID proof, all previous employers' certificates, Form 16, Last employer's salary slip of last 3 months, relieving Letter from last employer), along with four passport size photographs.

This offer is being issued subject to successful verification of all your documents submitted. As a token of your acceptance of our offer and the terms of this letter, please sign in the space provided below and return the same to us. We are excited at the prospect of having you join us and look forward to a rewarding association.

**Annexure A**  
**Compensation Entitlement Sheet**

|                               | Monthly       | Annual         |
|-------------------------------|---------------|----------------|
| Basic Salary                  | 11,667        | 140,000        |
| HRA                           | 4,667         | 56,000         |
| Education Allowance           | 200           | 2,400          |
| LTA                           | 972           | 11,662         |
| Statutory Bonus               | 972           | 11,662         |
| Special Allowance             | 12,495        | 149,942        |
| <b>Gross Salary</b>           | <b>30,972</b> | <b>371,666</b> |
| <u>Employer Contributions</u> |               |                |
| EPF                           | 1,800         | 21,600         |
| ESI                           | 0             | 0              |
| Gratuity                      | 561           | 6,734          |
| <b>Fixed Compensation</b>     | <b>33,333</b> | <b>400,000</b> |
| <b>Variable Pay</b>           |               | <b>50000</b>   |
|                               |               |                |
| <b>Annual Cost to Company</b> |               | <b>450,000</b> |

**Deductions:**

|                |               |               |
|----------------|---------------|---------------|
| EPF            | 1,800         | 21,600        |
| ESIC           | 0             | 0             |
| PT Deduction   | 200           | 2,500         |
| <b>Net Pay</b> | <b>28,972</b> | <b>500000</b> |

\*TDS deduction is subject to taxable income.

\*\*If your Annual Compensation includes a performance-linked variable then the payment will be subject to achievement of predefined targets. Variable pay shall be paid depending upon the performance of the employee and as per the company policies. Employee who has resigned or is serving his/her notice period, as on the date of payment, will not be eligible for payment of variable pay.

\*\*\* Eligibility for increment shall be depending upon the performance of the employee and as per company policies. Employee who has resigned or is serving his/her notice period will not be eligible for increment.

Sincerely,

**For Go Digit General Insurance Limited**



**Amrit Jaidka Arora**  
**CHRO**

**Vibhanshu Patel**





**Subject: Offer of Employment**

Dear Meghana P

Heartiest Congratulations to you!

HDFC Life is delighted to offer you the full-time position of Executive Trainee in our contingent upon your successful clearance of MBA examination.

A detailed Compensation structure is enclosed herewith (Annexure 1) for your reference. An appointment letter along with the terms and conditions of employment will be issued to you after joining.

We are extremely excited to have you onboard. We are looking forward to receiving your acceptance of the offer on the duplicate copy of this letter. Please attach your resume and two passport size photographs with the same.

Warm Regards,

**Human Resources**



**Annexure 1**

**Designation:** Executive Trainee

**Band:** J2

**CTC STRUCTURE**

| Pay Items | Per Annum | Per Month |
|-----------|-----------|-----------|
|-----------|-----------|-----------|

| Fixed Pay                                                                                                                                                                                                                                                                                   |          |        |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|--------|
| Basic                                                                                                                                                                                                                                                                                       | 1,15,500 | 9,625  |
| Other Allowance                                                                                                                                                                                                                                                                             | 64,493   | 5,374  |
| Tablet Allowance                                                                                                                                                                                                                                                                            | 12,000   | 1,000  |
| Daily Activity Allowance                                                                                                                                                                                                                                                                    | 24,000   | 2,000  |
| House Rental Allowance                                                                                                                                                                                                                                                                      | 69,300   | 5,775  |
| Statutory Bonus                                                                                                                                                                                                                                                                             | 24,000   | 2000   |
| Total Monthly Gross                                                                                                                                                                                                                                                                         | 3,09,293 | 25,774 |
| Retirals and Other Benefits (As per relevant Regulations & Acts)                                                                                                                                                                                                                            |          |        |
| Provident Fund                                                                                                                                                                                                                                                                              | 21,600   |        |
| Gratuity                                                                                                                                                                                                                                                                                    | 5,582    |        |
| Flexi Pay                                                                                                                                                                                                                                                                                   | 41,225   |        |
| Valued Benefits                                                                                                                                                                                                                                                                             |          |        |
| Group Insurance Benefit                                                                                                                                                                                                                                                                     | 7,300    |        |
| Fixed Cost to Company                                                                                                                                                                                                                                                                       | 3,85,000 |        |
| Variable Pay                                                                                                                                                                                                                                                                                |          |        |
| Variable Pay for Performance <sup>2</sup>                                                                                                                                                                                                                                                   | 40,000   |        |
| Total Cost to Company                                                                                                                                                                                                                                                                       | 4,25,000 |        |
| <sup>2</sup> Variable Pay for Performance (VPP) is subject to your achieving a rating of “3-Meets Expectations” and above. The rating is assigned to an individual, on successful completion of the Executive Trainee Program (12 m), basis actual performance against the defined targets. |          |        |
| Other Benefits (as per prevalent Company Policy):                                                                                                                                                                                                                                           |          |        |
| Group Term Insurance: Term cover of INR 12,00,000 Mediclaim: INR 4,00,000 for self and dependents                                                                                                                                                                                           |          |        |

<sup>1</sup>

**Flexi Pay:**

- Flexi component amount allocation can be planned by you in Flexi Benefit Planner. Please note that component selection will alter your monthly take home as against the aforementioned monthly gross
- LTA, Mobile Handset Allowance, Fuel & Driver are reimbursable components. On opting for these, the payout will be made only after submission of documents as provided in the Flexi Policy □ **Maximum amounts allocable under Flexi Pay are following:**

| Component                    | Per annum | Per month |
|------------------------------|-----------|-----------|
| LTA (Leave Travel Allowance) | 9,625     | 802       |
| Mobile Handset Allowance     | 10,000    | 833       |
| Fuel & Driver                | 21,600    | 1,800     |





**MOHAMMAD AMEENA**

Dear **MOHAMMAD AMEENA**

On behalf of CAI Info India Private Ltd., I would like to reconfirm our verbal offer of employment as a **"Jr. Software Engineer"** for an annual CTC of Rs. 4,00,000.00 (Rupees four lakh only) beginning on your anticipated start date, Monday, February 05, 2024. This will be paid to you monthly at the end of each month in increments of Rs. 25,000.00 (gross monthly CTC).

Special Clauses:

- During the period of your employment, the Company may at any time assign or transfer you to any location in the world where the Company/its clients has its establishment. In such an event, you shall be entitled to allowances in accordance with the policies of the Company.
- If you do not have an existing account with ICICI Bank, you will be required to establish one within 2 weeks of your first pay.
- You shall be considered for the next financial review in 2025.

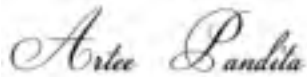
You are required to bring the following documents at the time of reporting for employment: -

- Last updated resume
- Latest passport size photograph
- A copy of Educational Certificates for all years of education and mark cards -
- Copy of passport
- Form 16

Please sign the bottom portion of this letter indicating your acceptance of this position and return the same immediately. You will be issued an appointment letter upon your acceptance of this offer letter.

Thank You and Welcome.

Yours Truly, Accepted By:



**Artee Pandita** \_\_\_\_\_  
**Director-Human Resources**

Divyasree Towers, Floor 5, Guruppanapalya  
Bannerghatta Main Road, Bangalore-560029  
[www.cai.io](http://www.cai.io) [inquire@cai.io](mailto:inquire@cai.io)

Detailed CTC Breakdown:

| Description       | Monthly              | Yearly                 |
|-------------------|----------------------|------------------------|
| Basic             | INR 13,750.00        | INR 1,65,000.00        |
| HRA               | INR 5,500.00         | INR 66,000.00          |
| Conveyance        | INR 300.00           | INR 3,600.00           |
| Medical Allowance | INR 700.00           | INR 8,400.00           |
| Statutory Bonus   | INR 2,500.00         | INR 30,000.00          |
| Provident Fund    | INR 3,300.00         | INR 39,600.00          |
| Gratuity          | INR 661.38           | INR 7,936.50           |
| Special Allowance | INR 788.63           | INR 9,463.50           |
| <b>Total</b>      | <b>INR 34,000.00</b> | <b>INR 4,00,000.00</b> |

Accepted By:

---

Divyasree Towers, Floor 5, Guruppanapalya  
Bannerghatta Main Road, Bangalore-560029  
[www.cai.io](http://www.cai.io) [inquire@cai.io](mailto:inquire@cai.io)

**CAI Info India Private Limited**

080 -45340400



**Offer: Computer Consultancy**  
**Ref: TCSL/DT20228278613/Bangalore**  
**Date: 8/9/2022**

Dear MOHAMMAD FAZIL

**Sub: Letter of Offer**

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade **Y**. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be **350000/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year. Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &



Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

## **COMPENSATION AND BENEFITS**

### **BASIC SALARY**

You will be eligible for a basic salary of `14,784/- per month.

### **BOUQUET OF BENEFITS (BoB)**

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

#### **1. House Rent Allowance (HRA)**

Your HRA will be `5,914/- per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

#### **2. Leave Travel Allowance**

You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

#### **3. Food Card**

You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias. As per the Pre-Defined structure you will be eligible for a Food Card with an amount of `500/- being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.



## **PERFORMANCE PAY**

### **Monthly Performance Pay**

You will receive a monthly performance pay of `1,700/-. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

### **Quarterly Variable Allowance**

Your variable allowance will be `600/- per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

## **CITY ALLOWANCE**

You will be eligible for a City Allowance of `200/- per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

## **XPLORE/ LEARNING INCENTIVES**

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

## **OTHER BENEFITS**

### **Health Insurance Scheme**

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:



## **1. Basic Cover**

i. Entitlement - Includes domiciliary expenses up to `6,000/- per insured person per annum and basic hospitalization expenses up to `2,00,000/- per insured person per annum.

ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

## **2. Higher Hospitalisation**

Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

i. Entitlement - You and your enrolled dependants will be entitled for `12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

## **Maternity Leave**

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother, may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

## **Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)**

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of `250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

## **Loans**

You will be eligible for loans, as per TCSL's loan policy.

## **Professional Memberships**

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.





## **RETIRALS**

### **Provident Fund**

You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

### **Gratuity**

You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

## **TERMS AND CONDITIONS**

### **1. Aggregate Percentage Requirements**

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

### **2. Pre requisites for Joining**

To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.



### **3. Training Period**

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

### **4. Working Hours**

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

### **5. Mobility**

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

### **6. Compensation Structure / Salary components**

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

### **7. Increments and Promotions**

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

### **8. Alternative Occupation / Employment**

Either during the period of your traineeship or during the period of your employment as a



confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

## **9. Confidentiality Agreement**

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

## **10. Service Agreement**

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL `50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

## **11. Work in SBWS mode**

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.

## **12. Overseas International Assignment Agreement**

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related



documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

### **13. Terms and Conditions**

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

### **14. TATA Code of Conduct**

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

### **15. Notice Period**

Upon your confirmation, this contract of employment is terminable by you by giving 90 days notice in writing to TCSL. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion.

Upon your confirmation, this contract of employment may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

It is understood, agreed and made abundantly clear herein that you shall have to necessarily work during the notice period given by TCSL under this clause, unless you are otherwise relieved by TCSL by giving you payment in lieu of notice.

Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by it at its own discretion having regard to the responsibilities shouldered by you while being in the employment of TCS.

### **16. Retirement**

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

### **17. Pre-employment Medical Certificate**

You are required to submit a Medical Certificate of Fitness (in the format prescribed by





TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

### 18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

### 19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining. If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

### 20. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)



- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :

\*There is no criminal offence registered/pending against you

\*There is no disciplinary case pending against you in the university

- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

\*PAN Card (Permanent Account Number)

\*Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)

\*Passport

\*NSR E-Card

## **21. TCS Xperience Program**

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

## **22. Letter of Appointment**

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

## **23. Rules and Regulations of the Company**

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from



time to time. The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

#### **24. Compliance to all clauses**

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

#### **25. Data Privacy Clause:**

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of overseas deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

**Withdrawal of Offer**

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

**For TATA Consultancy Services Limited**

**Girish V. Nandimath**  
**Global Head Talent Acquisition & AIP**



[Click here](#) or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary  
Annexure 2: List of TCS Xplore Centres  
Annexure 3: Confidentiality and IP Terms





## GROSS SALARY SHEET

Annexure 1

|                       |                                          |
|-----------------------|------------------------------------------|
| <b>Name</b>           | <b>MOHAM<br/>MAD<br/>FAZIL</b>           |
| <b>Designation</b>    | <b>Assistant System Engineer-Trainee</b> |
| <b>Institute Name</b> | <b>Others</b>                            |

Table 1: Compensation Details (All Components in INR)

| <b>Component Category</b>             | <b>Monthly</b> | <b>Annual</b>      |
|---------------------------------------|----------------|--------------------|
| <b>1) Fixed Compensation</b>          |                |                    |
| Basic Salary                          | 14,784         | 1,77,408           |
| Bouquet Of Benefits #                 | 7,646          | 91,752             |
| <b>2) Performance Pay**</b>           |                |                    |
| Monthly Performance Pay               | 1,700          | 20,400             |
| Quarterly Variable Allowance*         | 600            | 7,200              |
| <b>3) City Allowance</b>              | 200            | 2,400              |
| <b>4) Annual Components/Retirals</b>  |                |                    |
| Health Insurance***                   | NA             | 7,900              |
| Provident Fund                        | 1,774          | 21,289             |
| Gratuity                              | 711            | 8,533              |
| Total of Annual Components & Retirals | 2,485          | 37,722             |
| <b>TOTAL GROSS</b>                    | <b>27,415</b>  | <b>350000</b>      |
| <b>Xplore/ Learning Incentive****</b> |                | <b>Upto 60,000</b> |

# Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

\* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

\*\*The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

\*\*\* For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

\*\*\*\* Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

| <b>Component Category</b>        | <b>Monthly</b> | <b>Annual</b> |
|----------------------------------|----------------|---------------|
| House Rent Allowance             | 5,914          | 70,968        |
| Leave Travel Assistance          | 1,232          | 14,784        |
| Food Card                        | 500            | 6,000         |
| <b>GROSS BOUQUET OF BENEFITS</b> | <b>7,646</b>   | <b>91,752</b> |



## Annexure

|                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                       |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Ahmedabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Garima Park, IT/ITES SEZ, Plot # 41,<br>Gandhinagar - 382007                                                                                                                                                                                 | <b>Bangalore</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Gate 1, No 42, Think campus, Electronic City phase II,<br>Bangalore - 560100, Karnataka                                                                                           |
| <b>BUBANESHWAR</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Training Lab Venue: Barabati, IRC Block, Ground Floor,<br>Tata Consultancy Services Limited, (UNIT-II) - BARBATI<br>SEZ, IT/ITES - SPECIAL ECONOMIC ZONE (SEZ), PLOT NO.<br>35, CHANDAKA INDUSTRIAL ESTATE, PATIA,<br>Bhubaneswar - 751024 | <b>Chennai</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>415/21-24, Kumaran Nagar, Old Mahabalipuram Rd,<br>TNHB, Sholinganallur, Chennai, Tamil Nadu 600119                                                                                 |
| <b>DELHI – Gurgaon</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Block C, Kings Canyon, ASF Insignia, Gurgaon -<br>Faridabad Road, Gawal Pahari, Gurgaon - 122003,<br>Haryana                                                                                                                           | <b>DELHI – Noida</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. A-44 & A-45, Ground, 1st to 5th Floor & 10th<br>floor, Galaxy Business Park, Block - C & D, Sector - 62,<br>Noida - 201 309, UP                                      |
| <b>Guwahati</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>5th Floor, NEDFi House, G.S. Road, Dispur, Guwahati -<br>781006, Assam                                                                                                                                                                        | <b>Hyderabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Q City, Nanakramguda, Hyderabad                                                                                                                                                   |
| <b>INDORE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor,<br>Village Tigariya Badshah & Bada Bangarde, Tehsil<br>Hatod, Indore - 452018,<br>Madhya Pradesh                                                                                           | <b>KOLKATA</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Ecospace 1B building, 2nd Floor, Plot - IIF/12, New<br>Town, Rajarhat, Kolkata - 700160, West Bengal OR<br>Auditorium, 2nd Floor, Wanderers Building, Delta Park -<br>Lords |
| <b>KOCHI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>TCS centre, Infopark Road Infopark Campus, Infopark,<br>Kakkanad, Kerala 682042                                                                                                                                                                  | <b>MUMBAI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Yantra Park, Pokharan Road Number 2, TCS Approach<br>Rd, Thane, West, Thane, Maharashtra 400606                                                                                      |
| <b>NAGPUR</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,                                                                                                                                                                                         | <b>PUNE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park,<br>Hinjewadi Phase III, Pune - 411057, Maharashtra                                                                               |
| <b>Trivandrum</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Peepul Park, Technopark Campus, Kariyavattom P.O,<br>Trivandrum - 695581, India                                                                                                                                                             |                                                                                                                                                                                                                                                       |



## Annexure

### Confidentiality and IP Terms and Conditions

#### 1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.



## **2. Associate's Obligations**

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

## **3. Intellectual Property Rights**

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filing or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.





#### **4. Prior knowledge**

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

#### **5. Use of third party material**

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

#### **6. Security policies and Guidelines.**

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

#### **7. Working in SBWS Framework:**

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.



(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

## **8. Restriction on Associate's Rights**

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

## **9. No License**

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.



## 10. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

## 11. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay or omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.



(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.



**MOHAMMED AASIM K**

Dear **MOHAMMED AASIM K**

On behalf of CAI Info India Private Ltd., I would like to reconfirm our verbal offer of employment as a **"Jr. Software Engineer"** for an annual CTC of Rs. 3,00,000.00 (Rupees three lakhs thirty thousand) beginning on your anticipated start date, Monday, February 05, 2024. This will be paid to you monthly at the end of each month in increments of Rs. 25,000.00 (gross monthly CTC).

Special Clauses:

- During the period of your employment, the Company may at any time assign or transfer you to any location in the world where the Company/its clients has its establishment. In such an event, you shall be entitled to allowances in accordance with the policies of the Company.
- If you do not have an existing account with ICICI Bank, you will be required to establish one within 2 weeks of your first pay.
- You shall be considered for the next financial review in 2025.

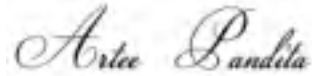
You are required to bring the following documents at the time of reporting for employment: -

- Last updated resume
- Latest passport size photograph
- A copy of Educational Certificates for all years of education and mark cards -
- Copy of passport
- Form 16

Please sign the bottom portion of this letter indicating your acceptance of this position and return the same immediately. You will be issued an appointment letter upon your acceptance of this offer letter.

Thank You and Welcome.

Yours Truly, Accepted By:



**Artee Pandita** \_\_\_\_\_  
**Director-Human Resources**

Divyasree Towers, Floor 5, Guruppanapalya  
Bannerghatta Main Road, Bangalore-560029  
[www.cai.io](http://www.cai.io) [inquire@cai.io](mailto:inquire@cai.io)

Detailed CTC Breakdown:

| Description       | Monthly              | Yearly                 |
|-------------------|----------------------|------------------------|
| Basic             | INR 13,750.00        | INR 1,65,000.00        |
| HRA               | INR 5,500.00         | INR 66,000.00          |
| Conveyance        | INR 300.00           | INR 3,600.00           |
| Medical Allowance | INR 700.00           | INR 8,400.00           |
| Statutory Bonus   | INR 2,500.00         | INR 30,000.00          |
| Provident Fund    | INR 3,300.00         | INR 39,600.00          |
| Gratuity          | INR 661.38           | INR 7,936.50           |
| Special Allowance | INR 788.63           | INR 9,463.50           |
| <b>Total</b>      | <b>INR 25,000.00</b> | <b>INR 3,00,000.00</b> |

Accepted By:

---

Divyasree Towers, Floor 5, Guruppanapalya  
Bannerghatta Main Road, Bangalore-560029  
[www.cai.io](http://www.cai.io) [inquire@cai.io](mailto:inquire@cai.io)

**CAI Info India Private Limited**

080 -45340400



**Deloitte Tax Services India Private Limited**  
**Deloitte Tower Survey No. 41 Gachibowli Village, Ranga**  
**Reddy District, CIRCLE 3, Hyderabad - 500032, Telangana,**  
**India**

**Tel: +91 040 67621000**

**www.deloitte.com**

**MOHAMMED ALI G H**

**Subject: Offer of Employment Dear**

**MOHAMMED ALI G H**

On behalf of **Deloitte Tax Services India Private Limited** (the "Employer" or "Company"), I am pleased to confirm our offer of employment to you as **Tax Consultant I** based in **Hyderabad**.

We extend this offer, and the opportunity it represents, with great confidence in your abilities. You have made a very favorable impression with everyone you met and we are excited with the prospect of you joining our organization on **November 13, 2022**. Your immediate manager will communicate details of your role and work responsibilities in the initial weeks of your joining the Employer. During your employment, the Company may require you to work on any project that you are assigned to, on any technical platforms/skills and nature of the project, in differentiated work timing, at designated work space and location as may be decided by the company.

As part of your annual compensation, you will receive a Total Salary of **Rs. 760000/-** and, will be eligible for a performance linked variable bonus. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount could vary depending upon the business and individual performance each fiscal year and, in some situations, could exceed the payout range indicated. Any amounts paid will be subject to statutory and other deductions as per Employer policies and practices. The details of your compensation breakdown are provided in the attached Annexure A.

As an incentive to join the Company, you are eligible to receive a joining bonus of **Rs./₹ 100,000/-** subject to your reporting for full-time employment on **November 13, 2022**. This amount will attract applicable taxes and will be processed as part of your first month's payroll. You will have an obligation to repay the entire amount of your joining bonus if you resign your position or are terminated for cause by the Company within **12 months** of your start date.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

Your employment with us will be governed by the Terms and Conditions as detailed in **Annexure B**, as well as any and all rules, regulations, guidelines, policies and practices of the Employer, which may be amended from time to time. Deloitte LLP and its U.S.-based subsidiaries (the "Deloitte U.S. Firms") requires their employees to make the necessary representations regarding independence and other matters. Because the Employer is an Indian subsidiary of Deloitte LLP, we must also comply with these independence requirements. Accordingly, this offer is conditional upon you agreeing to make such representations under the Employer's Independence Representations requirements, as further explained in **Annexure B**.

Your compensation details are confidential, and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization. We would like you to join the Employer on **November 13, 2022**, or an alternative mutually agreed upon date.

This offer letter, together with the Annexures described herein, and the Non-Disclosure, Non Solicit and Intellectual Property Rights Assignment Agreement, the Information Security Policy (which you are required to sign upon joining), constitute the entire agreement between the parties with respect to the subject matter of this offer, and supersedes all other previous or contemporaneous oral or written representations, understandings or agreements relating to the subject matter of this offer between you and the Employer or its affiliates.

In compliance with applicable laws, Deloitte India (Offices of the US) provides its professionals with home pick-up and drop transport services within **pre-defined** boundary if their shift timings are between 8:30 p.m. - 6:00 a.m. in Hyderabad, 9:00 p.m. - 6:00 a.m. in Mumbai, Pune; 7:00 p.m. - 6:00 a.m. in Gurugram, 8:00 p.m. - 6:00 a.m. in Bengaluru, Chennai, and Kolkata.

This letter and **Deloitte Tax Services India Private Limited** employment application are intended to be final. To accept the offer and the terms of this letter, please sign below in the space provided within three business days.

**R**, everyone you have interviewed with joins me in extending to you congratulations and warm regards. We look forward to you joining our team.

Sincerely,

**For Deloitte Tax Services India Private Limited** Best regards,

DocuSigned by:  
*Pooja Madhani*  
2B8F65B8ECE5489...

By: \_\_\_\_\_  
Signature

**Authorized Signatory**

**Acceptance**

I, **R**, hereby accept the terms and conditions of this employment offer.

Please sign and date your Acceptance

**Annexure A**

**Tax Consultant I -**

| Description                              | Monthly (Rs. per month) | Annual (Rs. per Annum) |
|------------------------------------------|-------------------------|------------------------|
| Basic Pay                                | 20,000                  | 240,000                |
| House Rent Allowance (HRA)               | 10,000                  | 130,000                |
| Special Allowance <sup>1a &amp; 1b</sup> | 16,100                  | 193,200                |
| Leave Travel Allowance <sup>2</sup>      | 2,166                   | 26,000                 |
| Differential Allowance                   | 6,691                   | 80,633                 |
| Meal Card <sup>3</sup>                   | 2,200                   | 26,400                 |
| Employer's contribution to PF            | 2,300                   | 27,600                 |
| Total Salary (in Rs.)                    | 59,457                  | 760000                 |

|                                        |                                                                                                                                                                                                            |               |
|----------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|
| Variable Bonus*                        | You are eligible for a performance linked variable bonus. It will be paid out at the end of the fiscal year, as applicable and on the basis of your individual performance and performance of the business |               |
| Medical Insurance Premium <sup>4</sup> | <b>3,014</b>                                                                                                                                                                                               | <b>36,167</b> |

\*The Variable Bonus will vary, primarily based on your individual performance and the performance of the business, during the Employer's fiscal year which is June through May. Your performance will be formally assessed as a part of the Employer Performance Review Cycle Process. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount will vary depending upon the business and individual performance and in some circumstances, could exceed the payout range indicated. The performance of all the employees who have joined the Employer prior to March 1st will be assessed for the fiscal year ending in May. The disbursement of a Variable Bonus, if applicable, is subject to you being active on the rolls of the Employer, during the Annual Incentive Program payout cKARTHIKRAJ Kcycle for the fiscal year. For employees joining during the period March 1st to May 30th, a prorated Variable Bonus, if applicable, will be based on the first year-end review ratings in the subsequent year and paid during the Annual Incentive Program payout cycle of that year. The Variable Bonus will not be paid in the event of termination of employment for any reason on or before the disbursement time. The application and interpretation of, and any determinations related to, the Variable Bonus is at the sole discretion of Employer. Employer may amend or terminate the Variable Bonus at any time. All compensation and benefits are based on employee's position with the Employer in India.

Contd/-....

Annexure A

1

All employees may claim tax exemption, subject to tax rules from time to time, from their Special Allowance component, expenses incurred towards communication and Driver / Fuel & Maintenance Expenses as per eligibility mentioned below:

**Employee Level - Tax Consultant I**

1a

*Communication Expenses*

*Only one Post paid mobile, one Land Phone and One internet connection bill(s) can be claimed.*

1b

*Fuel Expenses*

*Petrol / Driver / Insurance / Repairs & Maintenance*

**Rs./₹ 3,000/-** per month**Rs./₹ 7,500/-** per month

1a The internet/telephone/mobile bills should be in the Employee's name.

1b

For claiming vehicle running expenses (Driver / Fuel / Repairs & Maintenance expenses) the vehicle has to be in the name of the Employee and the current tax rules are as under. The above limits will be applicable for all those who are on company car lease program and the below limits will apply for all those who are on self-owned car. In case of company leased car, taxability would be as per the current perquisite valuation rules.

| Nature of Expenses | Own Vehicle –Maximum Tax exemption limit per month |           |                |
|--------------------|----------------------------------------------------|-----------|----------------|
|                    | 4 Wheelers (Engine Capacity)                       |           |                |
|                    | <= 1600 cc                                         | > 1600 cc | Two Wheelers   |
| Fuel & Maintenance | Rs. 1,800                                          | Rs. 2,400 | Rs. 900        |
| Driver's Salary    | Rs. 900                                            | Rs. 900   | Not applicable |

All employees at and above **Senior Staff** are eligible for the company car lease program. If you choose to avail of this benefit, the amount towards lease rental will be paid by the firm on your behalf to the leasing company and your compensation structure will be adjusted accordingly. A revised letter with the new compensation structure will be issued that will supersede this letter for all practical purposes.

2

The Leave Travel Allowance (LTA) will be paid on a monthly basis as an allowance with tax deducted at source. If you choose to avail the tax benefit on LTA, you should submit proof of expenses incurred by you for Self and / your immediate dependents. The taxability or otherwise of LTA will be as per the Income Tax Act 1961, details of which will form part of the LTA Form.

3 Meal Card amount will be credited at the start of each month and for the first month (For New Hires) prorated amount will be processed as part of payroll. If not collected, it will be processed as a taxable amount with the salary.

4 Annual Floating Medical Insurance Coverage for self and **6 dependents** is being paid by the Employer on your behalf. The premium amount is subject to change every year post renewal of insurance policy. In case you opt for an enhancement of the coverage limit, the additional premium will be adjusted accordingly from the special allowance.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

You may also be eligible to either a One-time Stipend or a temporary lodging basis joining the registered office location, you will receive a survey from Deloitte prior to your joining.

You may select the best option for availing the relocation assistance. If an employee who has availed this reimbursement decides to quit within 18 months from the date of relocation claim for whatever reason, the relocation reimbursement paid to the employee will be recovered in full, from the employee's full and final settlement.

By joining the Company, you will become a member under the 'Deloitte USI Employees Welfare Trust' and may be required to make a nominal contribution as a member.

Original bills towards the above components should be submitted during the Income Tax fiscal period evidencing the expenditure to get Income Tax exemption, failing which the same will attract applicable Income Tax.

Submission of false, tampered or altered bills as proof of expense for any of the above components will result in disciplinary action including termination of employment.

**Your compensation above is subject to income tax deduction per rules and guidelines prescribed under the prevailing tax laws. This may change from time to time in line with the amendments done in tax laws.**



**Hyderabad**

## **Annexure B**

### **Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement ("Employment Agreement")**

In consideration of my employment by **Deloitte Tax Services India Private Limited**, an Employer incorporated under the provisions of the Companies Act, 1956 and having its registered office **Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District, CIRCLE 3, Hyderabad - 500032, Telangana, India** (the "Employer") as **Tax Consultant I** - and other valuable consideration, I acknowledge and agree that:

#### **PRELIMINARY MATTERS**

**1. Defined Terms.** The italicized terms in this agreement (the "Employment Agreement") are defined in **Exhibit A** hereto.

**2. Pre-existing Agreements or Arrangements.** I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Agreements or Arrangements*. The Employer expects me to abide by all restrictions or obligations that are contained in such Preexisting Agreements or Arrangements and to avoid involvement, while employed by the Employer, in any matter that could pose a conflict as a result of confidential information or intellectual property obtained by me prior to my *Employment*. I further represent that none of these restrictions or obligations, including those set forth in any non-compete agreements with prior employers, is inconsistent with my acceptance of the Employer's offer of *Employment* or my becoming, and serving as, **Tax Consultant I** of the Employer. To the extent applicable and if I am joining the Employer after having served as an employee or official of the United States Government, I further represent that: (1) I have disclosed my prior participation, if any, in any discussions or negotiations with, or decisions to award contracts to, the Deloitte U.S. Firms while I was employed by the United States Government; and (2) I had either recused myself or had not played an active role in the applicable United States Government agency's decision to award any contracts to the Deloitte U.S. Firms while I was employed by the United States Government.

#### **PROTECTION OF OUR BUSINESS**

**3. Reporting of Proceedings.** Except as provided by law and except as I have disclosed in writing on **Exhibit C** to this Agreement, I represent and warrant that I have no *Proceedings* to report. Should I become a subject of any *Proceedings* during my association with the Employer, I agree to immediately report, in writing, all relevant facts to the Chief Talent Officer

of Deloitte LLP, the Regional Talent Director of the Employer, and the Chief Ethics and Compliance Officer of Deloitte LLP. I understand that my responses are subject to audit and review by the Employer and others in accordance with applicable professional, ethical, legal, or Employer requirements, rules, regulations, policies, or practices, or other requests.

**4. Confidentiality.** I acknowledge that, by virtue of my *Employment*, I will acquire and be exposed to, have access to, make use of and/or create *Confidential Information*. Therefore, I agree to hold in trust and confidence all such *Confidential Information*. I will neither disclose any such *Confidential Information* to anyone outside a *Deloitte Entity* without the prior written approval of an *Authorized Signatory*, except as required by my authorized duties for the Employer, nor use any such *Confidential Information* for any purpose other than for the benefit of a *Deloitte Entity*.

**5. Third Party Information and Property.** I agree that during my *Employment*, I shall not use or disclose any confidential information or intellectual property of any former employer or other person or entity without the prior written authorization of such employer, person or entity and the prior written consent of an *Authorized Signatory*. If I were to use or disclose any such Confidential Information or Intellectual Property without prior consent, and any of the *Deloitte Entities* become the subject of any claim from a third party regarding such unauthorized use or disclosure, I agree to hold harmless and indemnify the *Deloitte Entities* for any legal defense costs and/or damages related to any such claim.

**6. Authorization.** Only employees of the Employer holding a senior or managerial position with the Employer will be authorized by a specific authorization, delegation, or power of attorney to sign legal documents, representing the Employer. Similarly, only such authorized employees of the Employer may speak about the Employer, the business and plans, various client-related projects etc.

**7. Competing Activities and Conflict of Interest.** During the period of my *Employment* I will not, directly or indirectly, participate in or in any way render services or assistance to any business that is or may be competitive with a *Deloitte Entity*, whether or not for compensation, or engage in any conduct which might result in, or create the appearance of using my position for private gain or other than for the benefit of a *Deloitte Entity*, or otherwise create a conflict, or the appearance of a conflict, of interest with a *Deloitte Entity*. Such conduct shall include, but not be limited to, having an undisclosed financial interest in any vendor or supplier of a *Deloitte Entity*, accepting payments of any kind or gifts other than of a nominal value from vendors, clients or suppliers, or having an undisclosed relationship with a family member or other individual who is employed or associated with any entity in active or potential competition with a *Deloitte Entity*, and which creates a conflict of interest. I represent and warrant that I am not currently aware of any present or past violation of this provision.

**8. Authorization to Access Systems and Electronic Communications and use of Deloitte Property.** I understand that while employed with a *Deloitte Entity*, I will use and have access to the Systems. I also acknowledge that a *Deloitte Entity* has the right at any time to access, retrieve, delete, monitor, examine, use and/or disclose my Electronic Communications and information from (or about) me and the content, without notice to me, and that such *Electronic Communications* are considered part of a *Deloitte Entity's* business and client records and are not to be considered private or personal to me or any other *Personnel*. I further acknowledge that this right extends to *Electronic Communications* transmitted for either a business or personal purpose.

I agree that I am authorized to access the *Systems* only for approved business purposes and occasional personal use if such use does not interfere with my work responsibilities and other required business activities, business operations, or *Systems* performance. However, I also acknowledge that such occasional personal use does not create an expectation of privacy as to any of my personal *Electronic Communications* and, as such, are *Deloitte Property*.

I further acknowledge that I am not authorized to use the *Systems* for personal gain or any illegal or unethical use. I agree that under no circumstances am I authorized to access any of the *Systems* for the purpose of obtaining *Deloitte Property* for a competitor of a *Deloitte Entity*, transmitting *Deloitte Property* to me (e.g., emailing *Confidential Information* to my personal email address) or to a third party for purposes other than furthering the business objectives of a *Deloitte Entity*. I am not authorized to download a *Deloitte Entity's Confidential Information* or other *Deloitte Property* to removable media such as a CD Rom, disk or thumb drive other than as authorized for furthering the business objectives of a *Deloitte Entity*.

I will be responsible for the safe keeping and return in good condition and order of all the *Deloitte Property* that may be in my use, custody, care or charge. For the loss of any *Deloitte Property* in my possession or custody or for which I have been assigned responsibility, the Employer will have a right to assess on its own basis and recover from me, the damages in respect of such materials (out of the amounts due to me or otherwise) and to take such other legal action as it deems appropriate including termination of my employment without notice or payment in lieu thereof in the event of my failure to account for such material or property to its satisfaction.

**9. Security.** I am provided with a worktable and lockable storage space. I will ensure they are locked when unattended and understand that a duplicate key will only be provided if I sign for it. I am required to display my identity card to the appropriate security personnel on demand and at all times within the office premises.

#### **10. Ownership of Works.**

a. I agree that the Employer owns all rights, title and interest in and to all *Works*.



- b. I agree that all *Works* are deemed works made for hire under India copyright or applicable laws or equivalent laws of any applicable foreign jurisdiction, and all *Intellectual Property Rights* therein vest automatically in the Employer upon creation of the *Works*. I agree that, to the extent any *Work* is held not to be a work made for hire, I hereby irrevocably assign all *Intellectual*

*Property Rights* in the *Work* to the Employer. Notwithstanding anything contained in Section 19(4) of the Indian Copyright Act, 1957, I agree that such assignment shall continue to be in force for perpetuity irrespective of whether or not the Employer exercises its rights as the assignee for any period of time.

- c. I will at all times, even after termination of my *Employment*, do whatever the Employer reasonably requests of me, at the Employer's expense, to document the assignment of any *Works* to the Employer or to assist the Employer in pursuing, renewing, extending or assigning any *Intellectual Property Rights*, and otherwise perfecting, protecting and enforcing said *Intellectual Property Rights* in, any *Works*. I agree that, as between me and the Employer, the Employer shall be the sole author, inventor, and owner of all such *Works* and *Intellectual Property Rights* therein throughout the world, and that the Employer shall have the sole right to seek copyright registrations, patents or trademark registrations, including all extensions and renewals thereof. I also hereby agree that I waive all moral rights in any *Works*.

I also agree to assign all my right, title and interest in and to any particular *Works* to a third party as directed by the Employer.

In the event the Employer is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraphs, I hereby irrevocably designate and appoint the Employer and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and in my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraphs with the same legal force and effect as if executed by me. I hereby waive any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any *Works* assigned hereunder to the Employer.

- d. During a 12 month period after termination of my *Employment*, I agree that any *Intellectual Property* I create or conceive that results from and is related to any work assigned to or performed by me for the Employer, or that was created using *Deloitte Property*, is a *Work* that is subject to Paragraph 10 (b) above. For purposes of clarification, the foregoing provision is in addition to, and not in limitation of, any rights and remedies the Employer may have under the applicable laws protecting *Intellectual Property* of the *Deloitte Entities*.

- e. I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Employer) of all *Works* developed by me during the period of my employment with the Employer, which records shall be available to and remain the sole property of the Employer at all times.

**11. Pre-existing Creations; Personal Creations.** My obligations in Paragraph 10 do not apply to *Pre-existing Creations* and *Personal Creations*. I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Creations*. I acknowledge and agree that I will not assert any ownership rights against the *Deloitte Entities*, or their respective clients, with respect to any *Pre-existing Creations* unless they appear on **Exhibit B**, and **Exhibit B** has been accepted and agreed to by an *Authorized Signatory* who has signed at the bottom of such **Exhibit B**. I further agree that I shall not use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment* without the prior written consent of an *Authorized Signatory*. To the extent that I use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment*, I agree that, except as otherwise provided in a written agreement executed by me and the Employer, I hereby grant to the Employer an irrevocable, royalty free, perpetual, fully paid up, transferable, sub-licensable license to use, reproduce, distribute, display, perform, modify and create derivative works of and otherwise exploit such *Pre-existing Creations* or *Personal Creations* for any purpose including, but not limited to, client engagements.

**12. Post- Employment Restrictions re: Clients.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or serving of certain clients related to my work for a *Deloitte Entity* would necessarily involve the unauthorized use or disclosure of *Confidential Information*, and the proprietary relationships and goodwill of the *Deloitte Entities*, and, in the case of my serving of certain clients, could compromise the full compliance of the Employer or another *Deloitte Entity* with the applicable laws, rules and regulations of a U.S. or India regulatory body or other independence-related requirement of a regulatory body. Accordingly, during the period of my *Employment* and for a period of one year thereafter, I will not, directly or indirectly, solicit or provide services to any existing client of a *Deloitte Entity* with which I had personal contact and provided services during the two-year period prior to termination of my *Employment*.

**13. Exceptions to Post- Employment Restrictions re: Clients.** I understand that the obligations of Paragraph 12 will not apply for a period of three (3) years after my start date or the date of my promotion or transfer to clients of a *Deloitte Entity* and/or certain specified kinds of services rendered to such clients that meet all of the following criteria: (a) are personal clients of mine who came to a *Deloitte Entity* solely to avail themselves of certain specified kinds of services rendered by me and only as a result of my own independent recruitment efforts, which a *Deloitte Entity* neither subsidized nor otherwise financially supported as part of a program of client development, (b) are listed on **Exhibit D** expressly by name with respect to client and with sufficient specificity with respect to the kinds of service(s) that I will be permitted to render, and (c) are

accepted and agreed to as to their listing on **Exhibit D** by an *Authorized Signatory* who has signed at the bottom of such Exhibit. I agree that after a period of three (3) years from my start date or the date of my promotion or transfer the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on **Exhibit D** to support the application of the obligations of Paragraph 12 to those clients.

**14. Future Employment with Clients.** Except as otherwise provided herein, I understand that I am not prohibited from accepting employment with a client (or an affiliate of such client) of a *Deloitte Entity*. Before entering into substantive discussions with an *Attest Client* regarding any employment opportunity, I acknowledge and agree that during my *Employment* and for five years thereafter I must first notify *Independence* and obtain prior written approval from *Independence*. I acknowledge and understand that it is the intent of the Employer to interpret and apply this provision (a) in an effort to ensure the full compliance of the *Deloitte Entities* with applicable U.S. and India laws, rules, and regulations; (b) to serve the public interest; and (c) to protect the legitimate interests of the *Deloitte Entities* or their respective *Attest Clients* under applicable U.S. or India laws, rules and regulations in a manner that is no greater than is reasonably necessary to protect such interests and without being unduly harsh and oppressive to me and my interests in future employment with an *Attest Client*. Further, I acknowledge and agree that because of, among other things, the importance of the *Deloitte Entities* remaining in compliance with applicable independence rules, such approval may be withheld by *Independence* in the event that my employment with an *Attest Client* would, in the view of Deloitte LLP, be inconsistent with applicable laws, rules and regulations or jeopardize the independence of a *Deloitte Entity* with respect to such *Attest Client*.

**15. Restrictions re: Personnel and Contractors.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or hiring or of any of its *Personnel* or contractors of the *Deloitte Entities*, or my participation in their hiring, admission or retention, would necessarily involve the unauthorized use or disclosure of *Confidential Information* or the proprietary relationships and goodwill of the *Deloitte Entities*. Accordingly, during my *Employment* and for one year thereafter, I will not, directly or indirectly, (a) solicit or attempt to solicit, or participate in the solicitation of or any attempt to solicit any *Personnel* to leave a *Deloitte Entity*, or to join any firm or business with which I may be or become affiliated; (b) participate in the hiring or admission of any *Personnel*; or (c) cause a contractor of a *Deloitte Entity* to cease providing services to, with, or on behalf of the *Deloitte Entity*.

**16. Post- Employment Restrictions re: Deloitte Property.** Upon termination of my *Employment*: (a) I will not use or disclose *Deloitte Property*, including, but not limited to, *Confidential Information* and *Works*, for any purpose; (b) I will not retain or take with me any *Deloitte Property*; (c) I will immediately deliver to a *Deloitte Entity* at any location that it designates, at my expense, within one business day after the termination of my *Employment* or on an alternate date designated by a *Deloitte*

*Entity*, any *Deloitte Property* that I may then or thereafter hold or control; and (d) I agree to allow a *Deloitte Entity* to inspect any of my personal or home computers, including smart phones, tablet computers, or any device, media or location capable of storing electronic data, to determine whether any *Deloitte Property* resides on such computers and to permit a *Deloitte Entity* to remove such *Deloitte Property*.

#### OTHER POST- EMPLOYMENT OBLIGATIONS

**17. Transition of Work and Cooperation.** Upon termination of my *Employment* for any reason, I will cooperate with a *Deloitte Entity* in all matters relating to the completion of pending work and its orderly transfer. I will also cooperate fully with a *Deloitte Entity* in connection with any threat of or actual legal proceeding against a *Deloitte Entity* or any client, customer or licensor of a *Deloitte Entity* arising out of any matter with or of which I had contact or knowledge during my *Employment*.

**18. Notification of Post- Employment Obligations.** I agree that prior to accepting employment or affiliation with another firm or business I will advise such firm or business of my duties and obligations under this Employment Agreement. After my *Employment* ends, I agree that a *Deloitte Entity* shall be permitted to advise any firm or business with which I have accepted an offer of employment or affiliation concerning my duties and obligations under this Employment Agreement.

**19. Certification.** I agree that during or after my *Employment* I will, if requested, provide written certification in such form as the Employer may require that I have complied with my obligations hereunder, including, without limitation, those obligations set forth in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15 and 16 of this Agreement.

#### OUR ENFORCEMENT RIGHTS AND REMEDIES IN THE EVENT OF A BREACH

**20. Equitable Relief and Attorney's Fees.** I acknowledge and agree that a breach of this Employment Agreement, including, but not limited to, a breach of my duties and obligations under the terms and conditions of Paragraphs 4, 5, 7, 8, 9, 10, 12, 14, 15 or 16 would cause irreparable harm to the *Deloitte Entities* and that, in addition to other remedies, the Employer on behalf of itself or another *Deloitte Entity* is entitled to a temporary restraining order, an injunction or other equitable relief to prevent any such breach. I also acknowledge that, to the extent permitted by law, a *Deloitte Entity* will be entitled to the payment of the *Deloitte Entities'* reasonable costs and attorney's fees incurred in enforcing this Employment Agreement. I also acknowledge that, to the extent permitted by law, the Employer may request that a court extend the one year period

following the termination of my *Employment*, as provided in Paragraphs 12 and 15, to correspond with the period that I participated in activities prohibited by Paragraphs 12 and 15.

**21. Liquidated Damages: Client Fees.** I agree that in the event of a breach under Paragraph 12, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

**22. Liquidated Damages: Compensation.** I agree that the precise amount of damages flowing from a breach under Paragraph 15 would be impracticable or extremely difficult to ascertain in an actual amount. Therefore, I agree that in the event of a breach under Paragraph 15, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by or owed to any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

**23. Right of Inspection.** I agree to permit the Employer (or to use my best efforts to enable the Employer) to inspect my books and records (and the books and records of any entity which employs or is associated or affiliated with me), upon request and at reasonable times, to enable the Employer to confirm the calculations described above and to verify compliance with Paragraphs 12 and 15. The Employer shall keep confidential any proprietary information obtained, except as may be necessary or desirable to enable the Employer to enforce its rights under this Employment Agreement and except as may be required by any statute, court or administrative order to decree or government ruling or regulation.

#### MISCELLANEOUS

**24. Governing Law; Choice of Forum.** This Employment Agreement is deemed to have been executed in the Employer's office in **Hyderabad, Telangana, India** and will be construed and governed in accordance with the laws of the Republic of India without regard to its conflicts-of-law principles. You agree to submit to jurisdiction before any court of record in which the Employer's office to which you were assigned is located, or in which a breach of this Employment Agreement may occur, at the election of the Employer, and you waive any right to raise questions of personal jurisdiction or venue in any action the Employer may bring against you in any such court. You further agree to accept service of process/summons/legal notice from the Employer when that process/summons/legal notice is either sent to your last known address by certified mail or served by any other means permitted under the law of the jurisdiction in which the Employer may bring an action against you.

**25. Modifications.** My obligations hereunder may not be changed or modified, released, discharged, abandoned or terminated, in whole or in part, except by an instrument in writing signed by an *Authorized Signatory*.

**26. Severability.** Every provision of this Employment Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such term or provision will be enforced to the maximum extent permitted by law and, in any event, such illegality or invalidity shall not affect the validity of the remainder of the Employment Agreement.

**27. Blue-Penciling.** If any court determines that any provision of this Employment Agreement, or any part hereof, or the application of any such provision, or any part hereof, to any person or circumstance is unenforceable or void, such court shall have the power to modify such provision, or any part hereof, to the extent necessary to render it legal and enforceable while preserving its intent, or if such modification is not possible, by substituting therefore another provision that is legal and enforceable and that achieves the same objective.

**28. Waiver.** None of my obligations under this Employment Agreement shall be deemed to have been waived by the Employer except if the giving of such waiver is contained in a written notice given to me and no such waiver shall be deemed to be a waiver of any other or further obligation I have under this Employment Agreement.

**29. Entire Agreement.** This Employment Agreement, the Employer's employment application, the Terms and Conditions of Service issued pursuant to the offer of employment and any documentation employing me or transferring me to the Employer, contain the entire understanding between me and the Employer or any other *Deloitte Entity* with respect to the subject matter hereof and supersedes all prior representations, warranties, and agreements with respect to such subject matter, and no representations, warranties or other covenants exist with respect to such subject matter that are not contained or expressly referred to herein. Notwithstanding the foregoing, any written agreement between a *Deloitte Entity* and me with respect to the subject matter hereof that was signed by me prior to the effective date of this Employment Agreement shall remain valid and enforceable according to the terms of such agreement with respect to all acts and omissions occurring prior to the effective date of this Employment Agreement. In the event of a conflict between this Employment Agreement and the employment application or any other document purporting to set forth terms and conditions of my *Employment*, this Employment Agreement will control.

**30. Transfer and Assignment.** Unless as the Employer shall otherwise determine, the rights, obligations and benefits of the Employer under this Employment Agreement, including but not limited to those rights and benefits relating to my post-Employment obligations set forth in this Paragraph 30 and in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19 and 23 above, are transferred and assigned, in whole or in part (as the Employer shall determine) and without the need for my consent

or the formality of documentation or prescribed processes, to (a) any *Deloitte Entity* in connection with my transfer to that *Deloitte Entity* or (b) any entity that acquires all or a part of the assets or business of the Employer. All provisions of this Employment Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, representatives, successors, and assigns of the Employer and me, and any *Deloitte Entity* to which I may be transferred during my *Employment*, provided, however, none of my duties or obligations under this Employment Agreement may be assigned or transferred by me to any other person or entity without the Employer's prior written approval of such assignment or transfer. Any purported assignments in violation of this Paragraph 30 shall be null and void.

**31. Headings.** The headings contained in this Employment Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Employment Agreement.

I have read the foregoing, understand it, and agree to comply with its terms.

**For Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
2B8F65B8ECE5489...

Pooja Madnani

**Talent**

**Authorized Signatory**

Effective as of **November 13, 2022**, I accept all the terms and conditions of the Employer as stipulated in this Employment Agreement.

**A**

The definitions below apply to the italicized terms that appear in the Employment Agreement (including the exhibits):

**Attest Client** – attest client (or an affiliate of such client) of Deloitte & Touche LLP or a *Deloitte Entity*.

**Authorized Signatory** – a director, officer or other person who is authorized to sign on behalf of a *Deloitte Entity*.

**Confidential Information** – any information not generally known to the public, in any *Form*, that (1) relates to the operation of a *Deloitte Entity* or provides the *Deloitte Entities* with a competitive advantage, (2) consists of Personally Identifiable Information (*PII*) or other personal information about *Personnel*, client and other third party personnel, independent contractors, subcontractors, agents, vendors, suppliers or others which the Employer or another *Deloitte Entity* receives in the course of business, and (3) all other information entrusted to the Employer or another *Deloitte Entity* by clients and other third parties. *Confidential Information* includes, but is not limited to, *Intellectual Property*, supplier information, designs, business or marketing plans, forecasts and financial information, tax returns, tax identification numbers, agreements, client or prospective client lists, specific information about clients or prospective clients such as preferences for specific products and services, client or prospective client needs based on financial history and past purchases of services, client or prospective client development plans, specific rates charged to a client or offered to a prospective client and other business or client records. *Confidential Information* also includes, but is not limited to, debit or credit card information, employment applications, organization charts, performance ratings and other personnel records.

**Deloitte Entity** – the Employer, Deloitte LLP, and any corporation, company, partnership, limited liability company or other entity (a) that (i) is owned, directly or indirectly, in whole or in part, by Deloitte LLP (the “Deloitte U.S. Firms”), including but not limited to Deloitte LLP subsidiaries in India, the Deloitte Touche Tohmatsu verein, Deloitte Global Services Limited, Deloitte Global Services Holdings Limited, Deloitte Touche Tohmatsu Limited (“DTTL”) or any member firm of DTTL or affiliate thereof (collectively, the “DTTL Member Firms”) or (ii) controls, is controlled by or is under common control with any of the entities listed in clause (i); or (b) in which any *Personnel* participated on its behalf, or carried out any duties with respect to its affairs. For purposes of this Employment Agreement, the term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract, or otherwise.

**Deloitte Property** – *Confidential Information*, *Systems*, equipment, debit and credit cards issued in connection with my *Employment*, furniture, facilities and any and all other materials owned, licensed or leased by a *Deloitte Entity*, including, without limitation, computerized or electronic information and all copies thereof in any form or media, created by, furnished to, obtained by or prepared by me in the course of my employment in any capacity.

**Deloitte India (Offices of the US)** - The following companies shall be deemed to be the affiliates of each other and are collectively referred to as Deloitte India (Offices of the US): (i) Deloitte Consulting India Private Limited (ii) Deloitte Tax Services India Private Limited (iii) Deloitte Support Services India Private Limited (iv) Deloitte Financial Advisory Services India Private Limited and (v) Deloitte & Touche Assurance & Enterprise Risk Services India Private Limited.

**Electronic Communications** – all text, audio, video, images, information, data, files and attachments created, displayed, sent, received, posted, accessed or stored, whether deleted or not, by means of the *Systems*.

**Employment** – the nature of my relationship with the Employer or a *Deloitte Entity* pursuant to this Employment Agreement. Alternatively, and depending on context, *Employment* is the period of time during which this relationship persists.

**Form** - paper, computer disc, USB drive, website; any other tangible or electronic medium by which information may be stored or accessed; and human memory.

**Independence** – National Office (Independence) of Deloitte LLP.

**Intellectual Property** - works of authorship (including, without limitation, books, articles, data compilations, software and other copyrightable materials), materials, patents, inventions, designs, techniques, methodologies, processes, discoveries, know-how, ideas, trade secrets, moral rights, trademarks and other indicia of origin together with the goodwill therein, and all patent applications, copyright and trademark applications and registrations, and extensions and renewals thereof, throughout the world.

**Intellectual Property Rights** – all rights, title and interest in Intellectual Property.

**PCAOB** – the United States Public Company Accounting Oversight Board.

Off.: Floor 10, Deloitte Tower 1, Survey No. 41, Gachibowli Village, Ranga Reddy District, Hyderabad

**EXHIBIT**

**Personal Creations** – *Intellectual Property* that meet all of the following criteria: (1) it is conceived, developed, and created by me on my own time without using *Deloitte Property* or *Personnel* (during work hours), facilities, *Confidential Information* or *Works* of a *Deloitte Entity*, (2) it is unrelated to the actual or reasonably anticipated business or research and development of a *Deloitte Entity*, and (3) it does not result from any work performed by me and the *Personnel* (during work hours) for a *Deloitte Entity*.

**Personnel** – partners, principals, members, officers and employees of a *Deloitte Entity*.

**PII** – information (excluding business contact information such as an individual's name and one or more of the following: organization name, organizational title, organizational role, business address, business telephone number (including business cell phone number and business email address) relating to an identified or identifiable natural person. An identifiable natural person is a natural person who can be identified, directly or indirectly, by reference to an identification number or factors specific to his or her physical, physiological, mental, economic, cultural or social identity. Set forth below is a non-exclusive list of information that constitutes PII when such information relates to an identified or identifiable natural person:

- Account number (bank account, credit card, etc.)
- Address
- Biometric identifier
- Certificate or license number
- Date of birth
- Government identifiers (such as PAN)
- Name\*
- Personnel Number
- Photograph or video identifiable to an individual
- Vehicle identifier or serial number
- Other information related to an individual that may directly or indirectly identify that individual (e.g., salary, performance rating, purchase history, call history, etc.)

\* Note: When an individual's name is used with PII that is not business contact information, it is included in the definition of PII.

**Pre-existing Agreements or Arrangements** – agreements or arrangements that (1) relate to any *Pre-existing Creations*; or (2) may affect my ability to comply with the requirements of this Employment Agreement, including all contractual and other restrictions or obligations with other parties, including any post-employment restrictions and required notifications to the extent applicable under 18 United States Code §207, CFR 3.104-4, and India laws, rules and regulations that may or will impose limitations on my professional activities during my *Employment* (such as any non-compete agreements with prior employers and the one-year ban on lobbying contacts).

**Pre-existing Creations** – any *Intellectual Property* and *Intellectual Property Rights* that were developed or created by me, alone or with others, or otherwise acquired by me, before the period of my employment in any capacity with the Employer, in which I claim any ownership or right.

**Proceedings** – past or pending (1) actual or threatened claims or complaints of, or arising out of service to, present or former clients, (2) regulatory, self-regulatory, disciplinary, administrative, civil or criminal investigations, inquiries, charges, complaints, actions, sanctions, alternative dispute resolution proceedings, other proceedings or matters (other than criminal proceedings which relate solely to the operation of a motor vehicle) of any kind or nature, in India or any other jurisdiction, against me, including criminal proceedings arising out of my provision of professional services, proceedings brought by a professional association, or proceedings involving the Securities and Exchange Board of India, United States Securities and Exchange Commission or the PCAOB, other professional bodies like the Institute of Chartered Accountants of India or (3) matters of any kind or nature which could adversely affect my association with the Employer or my ability to perform my duties or responsibilities to the Employer, whether set forth in this Employment Agreement or otherwise, or my registration with or licensure by any governmental, quasi-governmental, or other regulatory agency, body or entity, in or outside the United States or India.

**Systems** – the communications systems or any part of such systems that a *Deloitte Entity* owns, licenses or operates and approves for use, including, but not limited to, e-mail, text messaging, Lotus Notes, Deloitte Online (eRoom), instant messaging, local area network, wide area network, Intranet (e.g., DeloitteNet, D Street), Internet, extranet, collaborative tools (e.g., blogs, wikis, etc.), laptop and desktop computers, servers, air cards, Personal Digital Assistants, cell phones, telephones and voicemail.

**Works** – all *Intellectual Property*, in any *Form*, created by me, alone or with others, during the period of my *Employment* that (1) is created within the scope of my *Employment*; (2) relates in any manner to the actual or anticipated business, research, or development of a *Deloitte Entity*; (3) results from any work assigned to or performed by me, alone or with others, for the Employer; or (4) is created with the use of *Deloitte Property*. **B**

**Pre-existing Creations; Pre-existing Agreements or Arrangements**

I understand and agree that the Employer makes no attempt to verify my claim of ownership to any of the *Pre-existing Creations* listed, and makes no admission that any *Pre-existing Creations* listed are owned by me.

[If yes, please enter details below]

Yes, I do have *Pre-existing Creations*,  
*Pre-existing*  
*Agreements or Arrangements*

X No, I do not have *Pre-existing*  
*Creations, Pre-existing Agreements or*  
*Arrangements*

**Title**

**Date**

**Brief Description**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Print)

ACCEPTED AND AGREED TO:

**Deloitte Tax Services India Private  
Limited**

DocuSigned by:

  
2B8F65B8ECE5489...

Pooja Madnani

**Talent**

*Its: Authorized Signatory*

listed pursuant to Paragraphs 2 and 11 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment made in light of Paragraph 2 that *Pre-existing Creations*, if any, are described and explained in sufficient detail so that the likelihood of confusion between the employee's *Pre-existing Creations* and the Intellectual *Property* of a *Deloitte Entity* can be avoided or minimized in the future and further indicates that the *Pre-existing Agreements or Arrangements* have been obtained and reviewed and that the *Authorized Signatory* is satisfied that such *Pre-existing Agreements or Arrangements* will not interfere with the employee's ability to comply with the requirements of this Employment Agreement.

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\_\_\_\_\_  
C

**Proceedings**

**EXHIBIT**

[none, unless otherwise specified]

Yes, I do have *Proceedings* to report

X No, I do not have *Proceedings* to report

My signature below certifies that to the best of my knowledge, the information I have provided above, pursuant to Paragraph 3, is complete and accurate.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

**Exceptions to Post-Employment Restrictions: re: Clients**

[none, unless otherwise specified]

As specified in Paragraph 13, I agree that after a period of three (3) years from my start date or the date of my employment, as the case may be, the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on Exhibit D to support the application of the obligations of Paragraph 12 to those clients.

Yes, I do have  
Post-Employment Restrictions re: Clients

X No, I do not have  
Post-Employment Restrictions re: Clients



Name of ClientSpecified Kind of Services(s) Permitted

ACCEPTED AND AGREED TO:

**Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
 2B8F65B8ECE5489...

Pooja Madnani

**Talent**

Its: Authorized Signatory

Date

I have read and understood the above policy terms.

A n *Authorized Signatory's* signature is required only if information is provided pursuant to Paragraph 13 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment that criteria in Paragraph 13 have been fully satisfied, the clients listed have been properly identified, and the kinds of services permitted have been described with sufficient specificity.

**Terms and Conditions of Service**

In continuation to our offer of employment with **Deloitte Tax Services India Private Limited** (the "Employer"), please note the terms and conditions of service.

The italicized terms in these Terms and Conditions of Service are defined in **Exhibit A** of the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement hereto.

**Terms of Service****1. COMPLIANCE WITH INDEPENDENCE, ETHICS AND OTHER REQUIREMENTS**

Deloitte & Touche LLP performs attest services for certain of its clients and is subject to the independence requirements of, among others, the United States Securities and Exchange Commission (SEC), the United States Public Company Accounting Oversight Board (PCAOB), and the American Institute of Certified Public Accountants (AICPA). These requirements mandate that certain of the Employer's employees and their relatives be independent of some or all of such attest clients and their affiliates in accordance with the policies of Deloitte LLP and its subsidiaries (the "Deloitte US Entities").

Upon joining the Employer, you will be asked to review a listing of the attest clients and the affiliates of such clients of certain of the Deloitte US Entities and disclose relationships or financial holdings that you or your relatives may have that could affect the independence of the Deloitte US Entities. Any relationships or holdings that conflict with, among other things, the requirements of the SEC, the PCAOB or the AICPA or the independence or ethics policies of the Deloitte US Entities will need to be resolved immediately. Further, you will be required to comply with these policies throughout your career with the Employer, including, when applicable, maintaining a current list of certain of your financial interests (but not their value) in the independence tracking system.

As a condition to your joining the Employer and continued employment, you are required to complete a representation regarding your understanding of, and compliance with, independence and other matters, on a periodical basis (as requested beginning on

**EXHIBIT**

or prior to the date of you joining the Employer, annually thereafter, and upon certain changes in your role in the Employer), the details of which are provided in the independence representation. An example copy of this representation form is available for your reference on [www.deloittenet.com](http://www.deloittenet.com). The representation should be made to the best of your knowledge and ability. It is your responsibility to consult on any matter should you be uncertain or have a question. You are also requested to refer to [www.deloittenet.com](http://www.deloittenet.com) and *Independence* for more information in this respect. The representations made by you will be subject to an audit and may be reviewed by Deloitte LLP representatives and shared with certain third parties. If you are selected for such an audit, you will need to submit certain personal financial records to Deloitte LLP's internal audit team. Please be assured that Deloitte LLP fully intends to keep all information obtained through the audit process confidential and secure. You hereby give your consent to Deloitte LLP to use the information provided by you for such purposes as provided in the policies regarding independence and ethics.

In the event you (i) do not cooperate or comply with the independence requirements, or (ii) do not complete the necessary representations, or (iii) make inaccurate representation(s); you may be subject to disciplinary action including and up to termination of employment with the Employer.

Please feel free to contact or consult *Independence* should you require any further information or if you have any specific concerns in this respect.

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## **2. NON DISCLOSURE, NON SOLICIT AND INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AGREEMENT ("Employment Agreement")**

You will be expected to sign the Employer's Employment Agreement. Please contact Talent for further details.

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## **3. HARRASSMENT POLICY**

**Administrative Policy Release ("APR") 213** is the Employer's policy prohibiting harassment. Deloitte LLP's subsidiaries located in India ("Deloitte India (Offices of the US)") are committed to providing a working environment that is free from harassment based on caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis, in accordance with applicable Indian central, state or local law. Expressly forbidden are unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Depending on the circumstances, such harassment may also include conduct such as stereotyped or demeaning remarks or gestures or the display or circulation, whether in writing or electronically, of materials or pictures offensive to persons because of their caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis in accordance with applicable Indian central, state or local law. The full policy will be accessible to you on DeloitteNet after joining Deloitte U.S. India.

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#### 4. WORKING HOURS, HOLIDAYS, LEAVES AND MATERNITY BENEFITS

You will be provided with your standard working hours, which may vary over the course of your career. The Employer may, from time to time, subject to applicable laws, require the employee to work beyond these hours.

You shall be entitled to paid holidays and leave as per the Employer's policies.

Women employees are eligible for maternity benefits as per the recent amendments (2017) in the maternity benefit act, 1961, including having 26 weeks of maternity leave with pay, as applicable.

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#### 5. RETIREMENT AGE

The age of retirement for employees of Deloitte India (Offices of the US) is 60 years. Your employment will therefore automatically terminate at the end of the month in which you attain 60 years.

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#### 6. TRANSFERS

You may be transferred, assigned, or asked to attend training at the offices of a Deloitte Entity or its clients or third parties in India or abroad with or without additional compensation. In such an event, you will also be governed by the terms and conditions of service applicable to the transfer, assignment, or training.

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#### 7. NOTICE PERIOD FOR TERMINATION OF SERVICES

The notice period for termination of your services is **60 Days** by either side and/or salary in lieu of notice period on part of the Employer only.

The Employer expects all employees to maintain the highest standards of professional conduct at all times.

In order to assure orderly operations and provide the best possible work environment, the Employer expects you to follow rules of conduct that will protect the interests and safety of all personnel, including but not limited to the Code of Ethics and Professional Conduct.

In the event of any breach of the Code of Ethics and Professional Conduct, non-performance of a contractual obligation or the terms and conditions laid down in this Annexure, or if you engage in any misconduct whether or not in connection with or affecting the business or affairs of the Employer or the work conduct, as specified by Employer, you will be subject to disciplinary action up to and including termination of your services/ employment with the Employer without any notice or payment in lieu of notice notwithstanding any other terms and conditions stipulated herein.

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#### 8. MISCONDUCT

Misconduct may include but is not limited to:

- Irregular attendance: repeated or excessive absence, tardiness or early departures/ late comings without approval.
- Unreported or unapproved absence (including overstay of leave) for more than five consecutive days or deviation from assigned and accepted schedule for more than five days.
- Falsification or manipulation in background verification process or employment records, employment information, or other records prior to or after joining the Employer.
- Falsification or manipulation of Deloitte Time & Expense (DTE).
- Knowingly providing false statements, either verbally or in written form.
- Neglect of normal duties and functions.

- Practices such as reading personal materials during working time, having obscene or inappropriate posters or screen savers at your work station, playing games at your work station, etc.
- Continued discharge of work functions that do not meet the standards reasonably expected.
- Breach of the confidentiality provision in the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement including disclosing to any unauthorized person any *Confidential Information* or *PII*.
- Willful insubordination or disobedience, whether or not in combination with another, of any lawful and reasonable instructions of any member of management or any authorized person.
- Engaging in unapproved outside employment and activities as defined in APR 218 (US & IND) ([https://deloitte.net.deloitte.com/About/Policies/Admin/Pages/218\\_OutsideEmploymentActivities\\_US.aspx](https://deloitte.net.deloitte.com/About/Policies/Admin/Pages/218_OutsideEmploymentActivities_US.aspx)).
- Installing, downloading, copying or duplicating any unauthorized or unlicensed software, programs, games, or attachments on any computer system of the Employer or of any *Deloitte Entity* or its clients.
- Engaging in any illegal activities.
- Workplace violence, including threats of physical violence.
- Corporate credit card delinquencies.
- Causing damage to the property of the Employer, any *Deloitte Entity*, its clients, or their respective personnel
- Going on or abetting a strike in contravention of any law.
- Theft of any property belonging to another, the Employer or any *Deloitte Entity*, or their respective personnel, clients, or visitors
- Possession of firearms, explosives, knives or any instruments that can be used as an injurious or deadly weapon in the workplace or at any *Deloitte Entity* sponsored event.
- Corruption, fraud, or misappropriation of funds.
- Failure to comply with the policies, guidelines, rules and regulations of the Employer or a *Deloitte Entity* as applicable.
- Excessive personal use of the Employer's telephone, fax or computer systems.
- Failure to adhere to applicable laws.
- Any act prejudicial to or in conflict with the interests of the Employer or a *Deloitte Entity*.

The above terms and conditions are based on, and should be read in conjunction with, the Employer's policies, guidelines, procedures and other rules currently applicable, including but not limited to Administrative Policy Releases (APRs) and Deloitte India (Offices of the US)'s other policies, guidelines, rules, and regulations. The above rules are subject to amendments from time to time and the amended rules, policies, procedures, and guidelines would be posted on the Employer's Intranet site i.e. <https://deloitte.net.deloitte.com/Pages/Home.aspx> for employee reference. The policies will be updated from time to time in the future and we deem to have your consent to any and all such changes. Furthermore, upon acceptance of employment with the Employer, you may be requested to read and acknowledge acceptance of various policies and guidelines of the Employer. It is expected that you will read and acknowledge all such communications.

Effective as of **November 13, 2022**, I accept all the terms and conditions of the Employer as stipulated in these Terms and Conditions of Service.

Signature

Name

**Training Agreement****Dear :**

On behalf of **Deloitte Tax Services India Private Limited**, please accept our congratulations on your recent offer of employment to join the Company as **Tax Consultant I** pursuant to the terms and conditions of your offer letter dated **November 13, 2022**. You made a very favorable impression with everyone you met and we are excited about the possibility of you joining the Company.

As you may be aware, as a condition of employment with the Company, you may be required to travel Overseas to attend a series of training sessions for a period of up to 90 days. This training will be a combination of classroom procedural training as well as on-site training to observe employees conducting similar work at various client locations. This training represents the confidence we have in your ability to be a valuable member of the practice of the Company.

As per Company policy, we kindly bring to your attention that all employees attending training overseas are required to sign a Training Agreement which will obligate the employee to repay a calculated amount of the costs associated with the training, only if the employee resigns his/her position or are terminated for cause within a specified period after completion of the training (usually between 6 to 18 months). This repayment obligation disappears after the specified period of time has lapsed. We all look forward to seeing you again soon and having you join our team of outstanding professionals.

Sincerely,

For

**Deloitte Tax Services India Private Limited**

DocuSigned by:

*Pooja Madhuni*

By:

2B8F65B8ECE5489...

Signature

**Authorized Signatory**



**Offer: Computer Consultancy**

**Ref: TCSL/DT20228278614/Bangalore**

**Date: 8/9/2022**

Dear MOHAMMED JUNAID KHAN

**Sub: Letter of Offer**

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade **Y**. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be **350000/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year. Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &



Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

## **COMPENSATION AND BENEFITS**

### **BASIC SALARY**

You will be eligible for a basic salary of `14,784/- per month.

### **BOUQUET OF BENEFITS (BoB)**

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

#### **1. House Rent Allowance (HRA)**

Your HRA will be `5,914/- per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

#### **2. Leave Travel Allowance**

You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

#### **3. Food Card**

You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias. As per the Pre-Defined structure you will be eligible for a Food Card with an amount of `500/- being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.



## **PERFORMANCE PAY**

### **Monthly Performance Pay**

You will receive a monthly performance pay of `1,700/-. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

### **Quarterly Variable Allowance**

Your variable allowance will be `600/- per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

## **CITY ALLOWANCE**

You will be eligible for a City Allowance of `200/- per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

## **XPLORE/ LEARNING INCENTIVES**

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

## **OTHER BENEFITS**

### **Health Insurance Scheme**

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:





## **1. Basic Cover**

i. Entitlement - Includes domiciliary expenses up to `6,000/- per insured person per annum and basic hospitalization expenses up to `2,00,000/- per insured person per annum.

ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

## **2. Higher Hospitalisation**

Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

i. Entitlement - You and your enrolled dependants will be entitled for `12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

## **Maternity Leave**

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother, may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

## **Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)**

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of `250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

## **Loans**

You will be eligible for loans, as per TCSL's loan policy.

## **Professional Memberships**

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.



## **RETIRALS**

### **Provident Fund**

You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

### **Gratuity**

You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

## **TERMS AND CONDITIONS**

### **1. Aggregate Percentage Requirements**

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

### **2. Pre requisites for Joining**

To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.



### **3. Training Period**

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

### **4. Working Hours**

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

### **5. Mobility**

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

### **6. Compensation Structure / Salary components**

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

### **7. Increments and Promotions**

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

### **8. Alternative Occupation / Employment**

Either during the period of your traineeship or during the period of your employment as a



confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

## **9. Confidentiality Agreement**

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

## **10. Service Agreement**

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL `50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

## **11. Work in SBWS mode**

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.

## **12. Overseas International Assignment Agreement**

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related



documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

### **13. Terms and Conditions**

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

### **14. TATA Code of Conduct**

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

### **15. Notice Period**

Upon your confirmation, this contract of employment is terminable by you by giving 90 days notice in writing to TCSL. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion.

Upon your confirmation, this contract of employment may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

It is understood, agreed and made abundantly clear herein that you shall have to necessarily work during the notice period given by TCSL under this clause, unless you are otherwise relieved by TCSL by giving you payment in lieu of notice.

Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by it at its own discretion having regard to the responsibilities shouldered by you while being in the employment of TCS.

### **16. Retirement**

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

### **17. Pre-employment Medical Certificate**

You are required to submit a Medical Certificate of Fitness (in the format prescribed by





TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

## 18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

## 19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining. If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

## 20. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)



- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :

\*There is no criminal offence registered/pending against you

\*There is no disciplinary case pending against you in the university

- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

\*PAN Card (Permanent Account Number)

\*Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)

\*Passport

\*NSR E-Card

## **21. TCS Xperience Program**

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

## **22. Letter of Appointment**

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

## **23. Rules and Regulations of the Company**

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from



time to time. The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

#### **24. Compliance to all clauses**

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

#### **25. Data Privacy Clause:**

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of overseas deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.



**Withdrawal of Offer**

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

**For TATA Consultancy Services Limited**

**Girish V. Nandimath**  
**Global Head Talent Acquisition & AIP**



[Click here](#) or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary  
Annexure 2: List of TCS Xplore Centres  
Annexure 3: Confidentiality and IP Terms



## GROSS SALARY SHEET

Annexure 1

|                       |                                          |
|-----------------------|------------------------------------------|
| <b>Name</b>           | <b>MOHAM<br/>MED<br/>JUNAID<br/>KHAN</b> |
| <b>Designation</b>    | <b>Assistant System Engineer-Trainee</b> |
| <b>Institute Name</b> | <b>Others</b>                            |

Table 1: Compensation Details (All Components in INR)

| <b>Component Category</b>             | <b>Monthly</b> | <b>Annual</b>      |
|---------------------------------------|----------------|--------------------|
| <b>1) Fixed Compensation</b>          |                |                    |
| Basic Salary                          | 14,784         | 1,77,408           |
| Bouquet Of Benefits #                 | 7,646          | 91,752             |
| <b>2) Performance Pay**</b>           |                |                    |
| Monthly Performance Pay               | 1,700          | 20,400             |
| Quarterly Variable Allowance*         | 600            | 7,200              |
| <b>3) City Allowance</b>              | 200            | 2,400              |
| <b>4) Annual Components/Retirals</b>  |                |                    |
| Health Insurance***                   | NA             | 7,900              |
| Provident Fund                        | 1,774          | 21,289             |
| Gratuity                              | 711            | 8,533              |
| Total of Annual Components & Retirals | 2,485          | 37,722             |
| <b>TOTAL GROSS</b>                    | <b>27,415</b>  | <b>350000</b>      |
| <b>Xplore/ Learning Incentive****</b> |                | <b>Upto 60,000</b> |

# Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

\* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

\*\*The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

\*\*\* For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

\*\*\*\* Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

| <b>Component Category</b>        | <b>Monthly</b> | <b>Annual</b> |
|----------------------------------|----------------|---------------|
| House Rent Allowance             | 5,914          | 70,968        |
| Leave Travel Assistance          | 1,232          | 14,784        |
| Food Card                        | 500            | 6,000         |
| <b>GROSS BOUQUET OF BENEFITS</b> | <b>7,646</b>   | <b>91,752</b> |



## Annexure

|                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                       |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Ahmedabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Garima Park, IT/ITES SEZ, Plot # 41,<br>Gandhinagar - 382007                                                                                                                                                                                 | <b>Bangalore</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Gate 1, No 42, Think campus, Electronic City phase II,<br>Bangalore - 560100, Karnataka                                                                                           |
| <b>BUBANESHWAR</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Training Lab Venue: Barabati, IRC Block, Ground Floor,<br>Tata Consultancy Services Limited, (UNIT-II) - BARBATI<br>SEZ, IT/ITES - SPECIAL ECONOMIC ZONE (SEZ), PLOT NO.<br>35, CHANDAKA INDUSTRIAL ESTATE, PATIA,<br>Bhubaneswar - 751024 | <b>Chennai</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>415/21-24, Kumaran Nagar, Old Mahabalipuram Rd,<br>TNHB, Sholinganallur, Chennai, Tamil Nadu 600119                                                                                 |
| <b>DELHI – Gurgaon</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Block C, Kings Canyon, ASF Insignia, Gurgaon -<br>Faridabad Road, Gawal Pahari, Gurgaon - 122003,<br>Haryana                                                                                                                           | <b>DELHI – Noida</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. A-44 & A-45, Ground, 1st to 5th Floor & 10th<br>floor, Galaxy Business Park, Block - C & D, Sector - 62,<br>Noida - 201 309, UP                                      |
| <b>Guwahati</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>5th Floor, NEDFi House, G.S. Road, Dispur, Guwahati -<br>781006, Assam                                                                                                                                                                        | <b>Hyderabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Q City, Nanakramguda, Hyderabad                                                                                                                                                   |
| <b>INDORE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor,<br>Village Tigariya Badshah & Bada Bangarde, Tehsil<br>Hatod, Indore - 452018,<br>Madhya Pradesh                                                                                           | <b>KOLKATA</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Ecospace 1B building, 2nd Floor, Plot - IIF/12, New<br>Town, Rajarhat, Kolkata - 700160, West Bengal OR<br>Auditorium, 2nd Floor, Wanderers Building, Delta Park -<br>Lords |
| <b>KOCHI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>TCS centre, Infopark Road Infopark Campus, Infopark,<br>Kakkanad, Kerala 682042                                                                                                                                                                  | <b>MUMBAI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Yantra Park, Pokharan Road Number 2, TCS Approach<br>Rd, Thane, West, Thane, Maharashtra 400606                                                                                      |
| <b>NAGPUR</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,                                                                                                                                                                                         | <b>PUNE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park,<br>Hinjewadi Phase III, Pune - 411057, Maharashtra                                                                               |
| <b>Trivandrum</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Peepul Park, Technopark Campus, Kariyavattom P.O,<br>Trivandrum - 695581, India                                                                                                                                                             |                                                                                                                                                                                                                                                       |



## Annexure

### Confidentiality and IP Terms and Conditions

#### 1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.





## **2. Associate's Obligations**

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

## **3. Intellectual Property Rights**

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filing or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.



#### **4. Prior knowledge**

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

#### **5. Use of third party material**

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

#### **6. Security policies and Guidelines.**

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

#### **7. Working in SBWS Framework:**

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.



(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

## **8. Restriction on Associate's Rights**

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

## **9. No License**

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.



## 10. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

## 11. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay or omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.





(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.

**MOHAMMED MUSAIB IFAN**

Dear **MOHAMMED MUSAIB IFAN**

On behalf of CAI Info India Private Ltd., I would like to reconfirm our verbal offer of employment as a **"Jr. Software Engineer"** for an annual CTC of Rs. 4,00,000.00 (Rupees four lakh only) beginning on your anticipated start date, Monday, February 05, 2024. This will be paid to you monthly at the end of each month in increments of Rs. 25,000.00 (gross monthly CTC).

Special Clauses:

- During the period of your employment, the Company may at any time assign or transfer you to any location in the world where the Company/its clients has its establishment. In such an event, you shall be entitled to allowances in accordance with the policies of the Company.
- If you do not have an existing account with ICICI Bank, you will be required to establish one within 2 weeks of your first pay.
- You shall be considered for the next financial review in 2025.

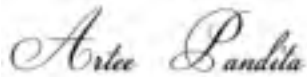
You are required to bring the following documents at the time of reporting for employment: -

- Last updated resume
- Latest passport size photograph
- A copy of Educational Certificates for all years of education and mark cards -
- Copy of passport
- Form 16

Please sign the bottom portion of this letter indicating your acceptance of this position and return the same immediately. You will be issued an appointment letter upon your acceptance of this offer letter.

Thank You and Welcome.

Yours Truly, Accepted By:



**Artee Pandita** \_\_\_\_\_  
**Director-Human Resources**

Divyasree Towers, Floor 5, Guruppanapalya  
Bannerghatta Main Road, Bangalore-560029  
[www.cai.io](http://www.cai.io) [inquire@cai.io](mailto:inquire@cai.io)

Detailed CTC Breakdown:

| Description       | Monthly              | Yearly                 |
|-------------------|----------------------|------------------------|
| Basic             | INR 13,750.00        | INR 1,65,000.00        |
| HRA               | INR 5,500.00         | INR 66,000.00          |
| Conveyance        | INR 300.00           | INR 3,600.00           |
| Medical Allowance | INR 700.00           | INR 8,400.00           |
| Statutory Bonus   | INR 2,500.00         | INR 30,000.00          |
| Provident Fund    | INR 3,300.00         | INR 39,600.00          |
| Gratuity          | INR 661.38           | INR 7,936.50           |
| Special Allowance | INR 788.63           | INR 9,463.50           |
| <b>Total</b>      | <b>INR 34,000.00</b> | <b>INR 4,00,000.00</b> |

Accepted By:

---

Divyasree Towers, Floor 5, Guruppanapalya  
Bannerghatta Main Road, Bangalore-560029  
[www.cai.io](http://www.cai.io) [inquire@cai.io](mailto:inquire@cai.io)

**CAI Info India Private Limited**

080 -45340400

**MOHAMMED SAMEER S**

Dear **MOHAMMED SAMEER S**

On behalf of CAI Info India Private Ltd., I would like to reconfirm our verbal offer of employment as a **"Jr. Software Engineer"** for an annual CTC of Rs. 4,00,000.00 (Rupees four lakh only) beginning on your anticipated start date, Monday, February 05, 2024. This will be paid to you monthly at the end of each month in increments of Rs. 25,000.00 (gross monthly CTC).

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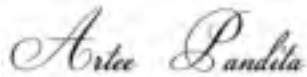
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- A copy of Educational Certificates for all years of education and mark cards -
- Copy of passport
- Form 16

Please sign the bottom portion of this letter indicating your acceptance of this position and return the same immediately. You will be issued an appointment letter upon your acceptance of this offer letter.

Thank You and Welcome.

Yours Truly, Accepted By:



**Artee Pandita** \_\_\_\_\_  
**Director-Human Resources**

Divyasree Towers, Floor 5, Guruppanapalya  
Bannerghatta Main Road, Bangalore-560029  
[www.cai.io](http://www.cai.io) [inquire@cai.io](mailto:inquire@cai.io)

Detailed CTC Breakdown:

| Description       | Monthly              | Yearly                 |
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| Special Allowance | INR 788.63           | INR 9,463.50           |
| <b>Total</b>      | <b>INR 34,000.00</b> | <b>INR 4,00,000.00</b> |

Accepted By:

---

Divyasree Towers, Floor 5, Guruppanapalya  
Bannerghatta Main Road, Bangalore-560029  
[www.cai.io](http://www.cai.io) [inquire@cai.io](mailto:inquire@cai.io)

**CAI Info India Private Limited**

080 -45340400



**Subject: Offer of Employment**

Dear Mohammed Sauood

Heartiest Congratulations to you!

HDFC Life is delighted to offer you the full-time position of Executive Trainee in our contingent upon your successful clearance of MBA examination.

A detailed Compensation structure is enclosed herewith (Annexure 1) for your reference. An appointment letter along with the terms and conditions of employment will be issued to you after joining.

We are extremely excited to have you onboard. We are looking forward to receiving your acceptance of the offer on the duplicate copy of this letter. Please attach your resume and two passport size photographs with the same.

Warm Regards,

**Human Resources**



**Annexure 1**

**Designation:** Executive Trainee

**Band:** J2

**CTC STRUCTURE**

| Pay Items | Per Annum | Per Month |
|-----------|-----------|-----------|
|-----------|-----------|-----------|



| Fixed Pay                                                                                                                                                                                                                                                                                   |          |        |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|--------|
| Basic                                                                                                                                                                                                                                                                                       | 1,15,500 | 9,625  |
| Other Allowance                                                                                                                                                                                                                                                                             | 64,493   | 5,374  |
| Tablet Allowance                                                                                                                                                                                                                                                                            | 12,000   | 1,000  |
| Daily Activity Allowance                                                                                                                                                                                                                                                                    | 24,000   | 2,000  |
| House Rental Allowance                                                                                                                                                                                                                                                                      | 69,300   | 5,775  |
| Statutory Bonus                                                                                                                                                                                                                                                                             | 24,000   | 2000   |
| Total Monthly Gross                                                                                                                                                                                                                                                                         | 3,09,293 | 25,774 |
| Retirals and Other Benefits (As per relevant Regulations & Acts)                                                                                                                                                                                                                            |          |        |
| Provident Fund                                                                                                                                                                                                                                                                              | 21,600   |        |
| Gratuity                                                                                                                                                                                                                                                                                    | 5,582    |        |
| Flexi Pay                                                                                                                                                                                                                                                                                   | 41,225   |        |
| Valued Benefits                                                                                                                                                                                                                                                                             |          |        |
| Group Insurance Benefit                                                                                                                                                                                                                                                                     | 7,300    |        |
| Fixed Cost to Company                                                                                                                                                                                                                                                                       | 3,85,000 |        |
| Variable Pay                                                                                                                                                                                                                                                                                |          |        |
| Variable Pay for Performance <sup>2</sup>                                                                                                                                                                                                                                                   | 40,000   |        |
| Total Cost to Company                                                                                                                                                                                                                                                                       | 4,25,000 |        |
| <sup>2</sup> Variable Pay for Performance (VPP) is subject to your achieving a rating of “3-Meets Expectations” and above. The rating is assigned to an individual, on successful completion of the Executive Trainee Program (12 m), basis actual performance against the defined targets. |          |        |
| Other Benefits (as per prevalent Company Policy):                                                                                                                                                                                                                                           |          |        |
| Group Term Insurance: Term cover of INR 12,00,000 Mediclaim: INR 4,00,000 for self and dependents                                                                                                                                                                                           |          |        |

<sup>1</sup>

**Flexi Pay:**

- Flexi component amount allocation can be planned by you in Flexi Benefit Planner. Please note that component selection will alter your monthly take home as against the aforementioned monthly gross
- LTA, Mobile Handset Allowance, Fuel & Driver are reimbursable components. On opting for these, the payout will be made only after submission of documents as provided in the Flexi Policy □ **Maximum amounts allocable under Flexi Pay are following:**

| Component                    | Per annum | Per month |
|------------------------------|-----------|-----------|
| LTA (Leave Travel Allowance) | 9,625     | 802       |
| Mobile Handset Allowance     | 10,000    | 833       |
| Fuel & Driver                | 21,600    | 1,800     |



**MOHAMMED TAHA ALI KHAN**

Dear **MOHAMMED TAHA ALI KHAN**

On behalf of CAI Info India Private Ltd., I would like to reconfirm our verbal offer of employment as a **"Jr. Software Engineer"** for an annual CTC of Rs. 4,00,000.00 (Rupees four lakh only) beginning on your anticipated start date, Monday, February 05, 2024. This will be paid to you monthly at the end of each month in increments of Rs. 25,000.00 (gross monthly CTC).

Special Clauses:

- During the period of your employment, the Company may at any time assign or transfer you to any location in the world where the Company/its clients has its establishment. In such an event, you shall be entitled to allowances in accordance with the policies of the Company.
- If you do not have an existing account with ICICI Bank, you will be required to establish one within 2 weeks of your first pay.
- You shall be considered for the next financial review in 2025.

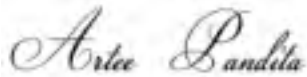
You are required to bring the following documents at the time of reporting for employment: -

- Last updated resume
- Latest passport size photograph
- A copy of Educational Certificates for all years of education and mark cards -
- Copy of passport
- Form 16

Please sign the bottom portion of this letter indicating your acceptance of this position and return the same immediately. You will be issued an appointment letter upon your acceptance of this offer letter.

Thank You and Welcome.

Yours Truly, Accepted By:



**Artee Pandita** \_\_\_\_\_  
**Director-Human Resources**

Divyasree Towers, Floor 5, Guruppanapalya  
Bannerghatta Main Road, Bangalore-560029  
[www.cai.io](http://www.cai.io) [inquire@cai.io](mailto:inquire@cai.io)

Detailed CTC Breakdown:

| Description       | Monthly              | Yearly                 |
|-------------------|----------------------|------------------------|
| Basic             | INR 13,750.00        | INR 1,65,000.00        |
| HRA               | INR 5,500.00         | INR 66,000.00          |
| Conveyance        | INR 300.00           | INR 3,600.00           |
| Medical Allowance | INR 700.00           | INR 8,400.00           |
| Statutory Bonus   | INR 2,500.00         | INR 30,000.00          |
| Provident Fund    | INR 3,300.00         | INR 39,600.00          |
| Gratuity          | INR 661.38           | INR 7,936.50           |
| Special Allowance | INR 788.63           | INR 9,463.50           |
| <b>Total</b>      | <b>INR 34,000.00</b> | <b>INR 4,00,000.00</b> |

Accepted By:

---

Divyasree Towers, Floor 5, Guruppanapalya  
Bannerghatta Main Road, Bangalore-560029  
[www.cai.io](http://www.cai.io) [inquire@cai.io](mailto:inquire@cai.io)

**CAI Info India Private Limited**

080 -45340400



**Deloitte Tax Services India Private Limited**  
**Deloitte Tower Survey No. 41 Gachibowli Village, Ranga**  
**Reddy District, CIRCLE 3, Hyderabad - 500032, Telangana,**  
**India**

**Tel: +91 040 67621000**

**www.deloitte.com**

**MOHAMMED TAHER NAWAZ**

**Subject: Offer of Employment Dear**

**MOHAMMED TAHER NAWAZ**

On behalf of **Deloitte Tax Services India Private Limited** (the "Employer" or "Company"), I am pleased to confirm our offer of employment to you as **Tax Consultant I** based in **Hyderabad**.

We extend this offer, and the opportunity it represents, with great confidence in your abilities. You have made a very favorable impression with everyone you met and we are excited with the prospect of you joining our organization on **November 13, 2022**. Your immediate manager will communicate details of your role and work responsibilities in the initial weeks of your joining the Employer. During your employment, the Company may require you to work on any project that you are assigned to, on any technical platforms/skills and nature of the project, in differentiated work timing, at designated work space and location as may be decided by the company.

As part of your annual compensation, you will receive a Total Salary of **Rs. 760000/-** and, will be eligible for a performance linked variable bonus. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount could vary depending upon the business and individual performance each fiscal year and, in some situations, could exceed the payout range indicated. Any amounts paid will be subject to statutory and other deductions as per Employer policies and practices. The details of your compensation breakdown are provided in the attached Annexure A.

As an incentive to join the Company, you are eligible to receive a joining bonus of **Rs./₹ 100,000/-** subject to your reporting for full-time employment on **November 13, 2022**. This amount will attract applicable taxes and will be processed as part of your first month's payroll. You will have an obligation to repay the entire amount of your joining bonus if you resign your position or are terminated for cause by the Company within **12 months** of your start date.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

Your employment with us will be governed by the Terms and Conditions as detailed in **Annexure B**, as well as any and all rules, regulations, guidelines, policies and practices of the Employer, which may be amended from time to time. Deloitte LLP and its U.S.-based subsidiaries (the "Deloitte U.S. Firms") requires their employees to make the necessary representations regarding independence and other matters. Because the Employer is an Indian subsidiary of Deloitte LLP, we must also comply with these independence requirements. Accordingly, this offer is conditional upon you agreeing to make such representations under the Employer's Independence Representations requirements, as further explained in **Annexure B**.

Your compensation details are confidential, and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization. We would like you to join the Employer on **November 13, 2022**, or an alternative mutually agreed upon date.

This offer letter, together with the Annexures described herein, and the Non-Disclosure, Non Solicit and Intellectual Property Rights Assignment Agreement, the Information Security Policy (which you are required to sign upon joining), constitute the entire agreement between the parties with respect to the subject matter of this offer, and supersedes all other previous or contemporaneous oral or written representations, understandings or agreements relating to the subject matter of this offer between you and the Employer or its affiliates.

In compliance with applicable laws, Deloitte India (Offices of the US) provides its professionals with home pick-up and drop transport services within **pre-defined** boundary if their shift timings are between 8:30 p.m. - 6:00 a.m. in Hyderabad, 9:00 p.m. - 6:00 a.m. in Mumbai, Pune; 7:00 p.m. - 6:00 a.m. in Gurugram, 8:00 p.m. - 6:00 a.m. in Bengaluru, Chennai, and Kolkata.

This letter and **Deloitte Tax Services India Private Limited** employment application are intended to be final. To accept the offer and the terms of this letter, please sign below in the space provided within three business days.

**R**, everyone you have interviewed with joins me in extending to you congratulations and warm regards. We look forward to you joining our team.

Sincerely,

**For Deloitte Tax Services India Private Limited** Best regards,

DocuSigned by:  
*Pooja Madhani*  
2B8F65B8ECE5489...

By: \_\_\_\_\_  
Signature

**Authorized Signatory**

**Acceptance**

I, **R**, hereby accept the terms and conditions of this employment offer.

Please sign and date your Acceptance

**Annexure A**

**Tax Consultant I -**

| Description                              | Monthly (Rs. per month) | Annual (Rs. per Annum) |
|------------------------------------------|-------------------------|------------------------|
| Basic Pay                                | 20,000                  | 240,000                |
| House Rent Allowance (HRA)               | 10,000                  | 130,000                |
| Special Allowance <sup>1a &amp; 1b</sup> | 16,100                  | 193,200                |
| Leave Travel Allowance <sup>2</sup>      | 2,166                   | 26,000                 |
| Differential Allowance                   | 6,691                   | 80,633                 |
| Meal Card <sup>3</sup>                   | 2,200                   | 26,400                 |
| Employer's contribution to PF            | 2,300                   | 27,600                 |
| Total Salary (in Rs.)                    | 59,457                  | 760000                 |

|                                        |                                                                                                                                                                                                            |               |
|----------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|
| Variable Bonus*                        | You are eligible for a performance linked variable bonus. It will be paid out at the end of the fiscal year, as applicable and on the basis of your individual performance and performance of the business |               |
| Medical Insurance Premium <sup>4</sup> | <b>3,014</b>                                                                                                                                                                                               | <b>36,167</b> |

\*The Variable Bonus will vary, primarily based on your individual performance and the performance of the business, during the Employer's fiscal year which is June through May. Your performance will be formally assessed as a part of the Employer Performance Review Cycle Process. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount will vary depending upon the business and individual performance and in some circumstances, could exceed the payout range indicated. The performance of all the employees who have joined the Employer prior to March 1st will be assessed for the fiscal year ending in May. The disbursement of a Variable Bonus, if applicable, is subject to you being active on the rolls of the Employer, during the Annual Incentive Program payout cKARTHIKRAJ Kcycle for the fiscal year. For employees joining during the period March 1st to May 30th, a prorated Variable Bonus, if applicable, will be based on the first year-end review ratings in the subsequent year and paid during the Annual Incentive Program payout cycle of that year. The Variable Bonus will not be paid in the event of termination of employment for any reason on or before the disbursement time. The application and interpretation of, and any determinations related to, the Variable Bonus is at the sole discretion of Employer. Employer may amend or terminate the Variable Bonus at any time. All compensation and benefits are based on employee's position with the Employer in India.

Contd/-....

Annexure A

1

All employees may claim tax exemption, subject to tax rules from time to time, from their Special Allowance component, expenses incurred towards communication and Driver / Fuel & Maintenance Expenses as per eligibility mentioned below:

**Employee Level - Tax Consultant I**

1a

*Communication Expenses*

*Only one Post paid mobile, one Land Phone and One internet connection bill(s) can be claimed.*

1b

*Fuel Expenses*

*Petrol / Driver / Insurance / Repairs & Maintenance*

**Rs./₹ 3,000/-** per month**Rs./₹ 7,500/-** per month

1a The internet/telephone/mobile bills should be in the Employee's name.

1b

For claiming vehicle running expenses (Driver / Fuel / Repairs & Maintenance expenses) the vehicle has to be in the name of the Employee and the current tax rules are as under. The above limits will be applicable for all those who are on company car lease program and the below limits will apply for all those who are on self-owned car. In case of company leased car, taxability would be as per the current perquisite valuation rules.

| Nature of Expenses | Own Vehicle –Maximum Tax exemption limit per month |           |                |
|--------------------|----------------------------------------------------|-----------|----------------|
|                    | 4 Wheelers (Engine Capacity)                       |           |                |
|                    | <= 1600 cc                                         | > 1600 cc | Two Wheelers   |
| Fuel & Maintenance | Rs. 1,800                                          | Rs. 2,400 | Rs. 900        |
| Driver's Salary    | Rs. 900                                            | Rs. 900   | Not applicable |

All employees at and above **Senior Staff** are eligible for the company car lease program. If you choose to avail of this benefit, the amount towards lease rental will be paid by the firm on your behalf to the leasing company and your compensation structure will be adjusted accordingly. A revised letter with the new compensation structure will be issued that will supersede this letter for all practical purposes.

2

The Leave Travel Allowance (LTA) will be paid on a monthly basis as an allowance with tax deducted at source. If you choose to avail the tax benefit on LTA, you should submit proof of expenses incurred by you for Self and / your immediate dependents. The taxability or otherwise of LTA will be as per the Income Tax Act 1961, details of which will form part of the LTA Form.



3 Meal Card amount will be credited at the start of each month and for the first month (For New Hires) prorated amount will be processed as part of payroll. If not collected, it will be processed as a taxable amount with the salary.

4 Annual Floating Medical Insurance Coverage for self and **6 dependents** is being paid by the Employer on your behalf. The premium amount is subject to change every year post renewal of insurance policy. In case you opt for an enhancement of the coverage limit, the additional premium will be adjusted accordingly from the special allowance.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

You may also be eligible to either a One-time Stipend or a temporary lodging basis joining the registered office location, you will receive a survey from Deloitte prior to your joining.

You may select the best option for availing the relocation assistance. If an employee who has availed this reimbursement decides to quit within 18 months from the date of relocation claim for whatever reason, the relocation reimbursement paid to the employee will be recovered in full, from the employee's full and final settlement.

By joining the Company, you will become a member under the 'Deloitte USI Employees Welfare Trust' and may be required to make a nominal contribution as a member.

Original bills towards the above components should be submitted during the Income Tax fiscal period evidencing the expenditure to get Income Tax exemption, failing which the same will attract applicable Income Tax.

Submission of false, tampered or altered bills as proof of expense for any of the above components will result in disciplinary action including termination of employment.

**Your compensation above is subject to income tax deduction per rules and guidelines prescribed under the prevailing tax laws. This may change from time to time in line with the amendments done in tax laws.**



**Hyderabad**

## **Annexure B**

### **Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement ("Employment Agreement")**

In consideration of my employment by **Deloitte Tax Services India Private Limited**, an Employer incorporated under the provisions of the Companies Act, 1956 and having its registered office **Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District, CIRCLE 3, Hyderabad - 500032, Telangana, India** (the "Employer") as **Tax Consultant I** - and other valuable consideration, I acknowledge and agree that:

#### **PRELIMINARY MATTERS**

**1. Defined Terms.** The italicized terms in this agreement (the "Employment Agreement") are defined in **Exhibit A** hereto.

**2. Pre-existing Agreements or Arrangements.** I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Agreements or Arrangements*. The Employer expects me to abide by all restrictions or obligations that are contained in such Preexisting Agreements or Arrangements and to avoid involvement, while employed by the Employer, in any matter that could pose a conflict as a result of confidential information or intellectual property obtained by me prior to my *Employment*. I further represent that none of these restrictions or obligations, including those set forth in any non-compete agreements with prior employers, is inconsistent with my acceptance of the Employer's offer of *Employment* or my becoming, and serving as, **Tax Consultant I** of the Employer. To the extent applicable and if I am joining the Employer after having served as an employee or official of the United States Government, I further represent that: (1) I have disclosed my prior participation, if any, in any discussions or negotiations with, or decisions to award contracts to, the Deloitte U.S. Firms while I was employed by the United States Government; and (2) I had either recused myself or had not played an active role in the applicable United States Government agency's decision to award any contracts to the Deloitte U.S. Firms while I was employed by the United States Government.

#### **PROTECTION OF OUR BUSINESS**

**3. Reporting of Proceedings.** Except as provided by law and except as I have disclosed in writing on **Exhibit C** to this Agreement, I represent and warrant that I have no *Proceedings* to report. Should I become a subject of any *Proceedings* during my association with the Employer, I agree to immediately report, in writing, all relevant facts to the Chief Talent Officer

of Deloitte LLP, the Regional Talent Director of the Employer, and the Chief Ethics and Compliance Officer of Deloitte LLP. I understand that my responses are subject to audit and review by the Employer and others in accordance with applicable professional, ethical, legal, or Employer requirements, rules, regulations, policies, or practices, or other requests.

**4. Confidentiality.** I acknowledge that, by virtue of my *Employment*, I will acquire and be exposed to, have access to, make use of and/or create *Confidential Information*. Therefore, I agree to hold in trust and confidence all such *Confidential Information*. I will neither disclose any such *Confidential Information* to anyone outside a *Deloitte Entity* without the prior written approval of an *Authorized Signatory*, except as required by my authorized duties for the Employer, nor use any such *Confidential Information* for any purpose other than for the benefit of a *Deloitte Entity*.

**5. Third Party Information and Property.** I agree that during my *Employment*, I shall not use or disclose any confidential information or intellectual property of any former employer or other person or entity without the prior written authorization of such employer, person or entity and the prior written consent of an *Authorized Signatory*. If I were to use or disclose any such Confidential Information or Intellectual Property without prior consent, and any of the *Deloitte Entities* become the subject of any claim from a third party regarding such unauthorized use or disclosure, I agree to hold harmless and indemnify the *Deloitte Entities* for any legal defense costs and/or damages related to any such claim.

**6. Authorization.** Only employees of the Employer holding a senior or managerial position with the Employer will be authorized by a specific authorization, delegation, or power of attorney to sign legal documents, representing the Employer. Similarly, only such authorized employees of the Employer may speak about the Employer, the business and plans, various client-related projects etc.

**7. Competing Activities and Conflict of Interest.** During the period of my *Employment* I will not, directly or indirectly, participate in or in any way render services or assistance to any business that is or may be competitive with a *Deloitte Entity*, whether or not for compensation, or engage in any conduct which might result in, or create the appearance of using my position for private gain or other than for the benefit of a *Deloitte Entity*, or otherwise create a conflict, or the appearance of a conflict, of interest with a *Deloitte Entity*. Such conduct shall include, but not be limited to, having an undisclosed financial interest in any vendor or supplier of a *Deloitte Entity*, accepting payments of any kind or gifts other than of a nominal value from vendors, clients or suppliers, or having an undisclosed relationship with a family member or other individual who is employed or associated with any entity in active or potential competition with a *Deloitte Entity*, and which creates a conflict of interest. I represent and warrant that I am not currently aware of any present or past violation of this provision.

**8. Authorization to Access Systems and Electronic Communications and use of Deloitte Property.** I understand that while employed with a *Deloitte Entity*, I will use and have access to the Systems. I also acknowledge that a *Deloitte Entity* has the right at any time to access, retrieve, delete, monitor, examine, use and/or disclose my Electronic Communications and information from (or about) me and the content, without notice to me, and that such *Electronic Communications* are considered part of a *Deloitte Entity's* business and client records and are not to be considered private or personal to me or any other *Personnel*. I further acknowledge that this right extends to *Electronic Communications* transmitted for either a business or personal purpose.

I agree that I am authorized to access the *Systems* only for approved business purposes and occasional personal use if such use does not interfere with my work responsibilities and other required business activities, business operations, or *Systems* performance. However, I also acknowledge that such occasional personal use does not create an expectation of privacy as to any of my personal *Electronic Communications* and, as such, are *Deloitte Property*.

I further acknowledge that I am not authorized to use the *Systems* for personal gain or any illegal or unethical use. I agree that under no circumstances am I authorized to access any of the *Systems* for the purpose of obtaining *Deloitte Property* for a competitor of a *Deloitte Entity*, transmitting *Deloitte Property* to me (e.g., emailing *Confidential Information* to my personal email address) or to a third party for purposes other than furthering the business objectives of a *Deloitte Entity*. I am not authorized to download a *Deloitte Entity's Confidential Information* or other *Deloitte Property* to removable media such as a CD Rom, disk or thumb drive other than as authorized for furthering the business objectives of a *Deloitte Entity*.

I will be responsible for the safe keeping and return in good condition and order of all the *Deloitte Property* that may be in my use, custody, care or charge. For the loss of any *Deloitte Property* in my possession or custody or for which I have been assigned responsibility, the Employer will have a right to assess on its own basis and recover from me, the damages in respect of such materials (out of the amounts due to me or otherwise) and to take such other legal action as it deems appropriate including termination of my employment without notice or payment in lieu thereof in the event of my failure to account for such material or property to its satisfaction.

**9. Security.** I am provided with a worktable and lockable storage space. I will ensure they are locked when unattended and understand that a duplicate key will only be provided if I sign for it. I am required to display my identity card to the appropriate security personnel on demand and at all times within the office premises.

#### **10. Ownership of Works.**

a. I agree that the Employer owns all rights, title and interest in and to all *Works*.

- b. I agree that all *Works* are deemed works made for hire under India copyright or applicable laws or equivalent laws of any applicable foreign jurisdiction, and all *Intellectual Property Rights* therein vest automatically in the Employer upon creation of the *Works*. I agree that, to the extent any *Work* is held not to be a work made for hire, I hereby irrevocably assign all *Intellectual*

*Property Rights* in the *Work* to the Employer. Notwithstanding anything contained in Section 19(4) of the Indian Copyright Act, 1957, I agree that such assignment shall continue to be in force for perpetuity irrespective of whether or not the Employer exercises its rights as the assignee for any period of time.

- c. I will at all times, even after termination of my *Employment*, do whatever the Employer reasonably requests of me, at the Employer's expense, to document the assignment of any *Works* to the Employer or to assist the Employer in pursuing, renewing, extending or assigning any *Intellectual Property Rights*, and otherwise perfecting, protecting and enforcing said *Intellectual Property Rights* in, any *Works*. I agree that, as between me and the Employer, the Employer shall be the sole author, inventor, and owner of all such *Works* and *Intellectual Property Rights* therein throughout the world, and that the Employer shall have the sole right to seek copyright registrations, patents or trademark registrations, including all extensions and renewals thereof. I also hereby agree that I waive all moral rights in any *Works*.

I also agree to assign all my right, title and interest in and to any particular *Works* to a third party as directed by the Employer.

In the event the Employer is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraphs, I hereby irrevocably designate and appoint the Employer and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and in my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraphs with the same legal force and effect as if executed by me. I hereby waive any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any *Works* assigned hereunder to the Employer.

- d. During a 12 month period after termination of my *Employment*, I agree that any *Intellectual Property* I create or conceive that results from and is related to any work assigned to or performed by me for the Employer, or that was created using *Deloitte Property*, is a *Work* that is subject to Paragraph 10 (b) above. For purposes of clarification, the foregoing provision is in addition to, and not in limitation of, any rights and remedies the Employer may have under the applicable laws protecting *Intellectual Property* of the *Deloitte Entities*.

- e. I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Employer) of all *Works* developed by me during the period of my employment with the Employer, which records shall be available to and remain the sole property of the Employer at all times.

**11. Pre-existing Creations; Personal Creations.** My obligations in Paragraph 10 do not apply to *Pre-existing Creations* and *Personal Creations*. I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Creations*. I acknowledge and agree that I will not assert any ownership rights against the *Deloitte Entities*, or their respective clients, with respect to any *Pre-existing Creations* unless they appear on **Exhibit B**, and **Exhibit B** has been accepted and agreed to by an *Authorized Signatory* who has signed at the bottom of such **Exhibit B**. I further agree that I shall not use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment* without the prior written consent of an *Authorized Signatory*. To the extent that I use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment*, I agree that, except as otherwise provided in a written agreement executed by me and the Employer, I hereby grant to the Employer an irrevocable, royalty free, perpetual, fully paid up, transferable, sub-licensable license to use, reproduce, distribute, display, perform, modify and create derivative works of and otherwise exploit such *Pre-existing Creations* or *Personal Creations* for any purpose including, but not limited to, client engagements.

**12. Post- Employment Restrictions re: Clients.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or serving of certain clients related to my work for a *Deloitte Entity* would necessarily involve the unauthorized use or disclosure of *Confidential Information*, and the proprietary relationships and goodwill of the *Deloitte Entities*, and, in the case of my serving of certain clients, could compromise the full compliance of the Employer or another *Deloitte Entity* with the applicable laws, rules and regulations of a U.S. or India regulatory body or other independence-related requirement of a regulatory body. Accordingly, during the period of my *Employment* and for a period of one year thereafter, I will not, directly or indirectly, solicit or provide services to any existing client of a *Deloitte Entity* with which I had personal contact and provided services during the two-year period prior to termination of my *Employment*.

**13. Exceptions to Post- Employment Restrictions re: Clients.** I understand that the obligations of Paragraph 12 will not apply for a period of three (3) years after my start date or the date of my promotion or transfer to clients of a *Deloitte Entity* and/or certain specified kinds of services rendered to such clients that meet all of the following criteria: (a) are personal clients of mine who came to a *Deloitte Entity* solely to avail themselves of certain specified kinds of services rendered by me and only as a result of my own independent recruitment efforts, which a *Deloitte Entity* neither subsidized nor otherwise financially supported as part of a program of client development, (b) are listed on **Exhibit D** expressly by name with respect to client and with sufficient specificity with respect to the kinds of service(s) that I will be permitted to render, and (c) are

accepted and agreed to as to their listing on **Exhibit D** by an *Authorized Signatory* who has signed at the bottom of such Exhibit. I agree that after a period of three (3) years from my start date or the date of my promotion or transfer the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on **Exhibit D** to support the application of the obligations of Paragraph 12 to those clients.

**14. Future Employment with Clients.** Except as otherwise provided herein, I understand that I am not prohibited from accepting employment with a client (or an affiliate of such client) of a *Deloitte Entity*. Before entering into substantive discussions with an *Attest Client* regarding any employment opportunity, I acknowledge and agree that during my *Employment* and for five years thereafter I must first notify *Independence* and obtain prior written approval from *Independence*. I acknowledge and understand that it is the intent of the Employer to interpret and apply this provision (a) in an effort to ensure the full compliance of the *Deloitte Entities* with applicable U.S. and India laws, rules, and regulations; (b) to serve the public interest; and (c) to protect the legitimate interests of the *Deloitte Entities* or their respective *Attest Clients* under applicable U.S. or India laws, rules and regulations in a manner that is no greater than is reasonably necessary to protect such interests and without being unduly harsh and oppressive to me and my interests in future employment with an *Attest Client*. Further, I acknowledge and agree that because of, among other things, the importance of the *Deloitte Entities* remaining in compliance with applicable independence rules, such approval may be withheld by *Independence* in the event that my employment with an *Attest Client* would, in the view of Deloitte LLP, be inconsistent with applicable laws, rules and regulations or jeopardize the independence of a *Deloitte Entity* with respect to such *Attest Client*.

**15. Restrictions re: Personnel and Contractors.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or hiring or of any of its *Personnel* or contractors of the *Deloitte Entities*, or my participation in their hiring, admission or retention, would necessarily involve the unauthorized use or disclosure of *Confidential Information* or the proprietary relationships and goodwill of the *Deloitte Entities*. Accordingly, during my *Employment* and for one year thereafter, I will not, directly or indirectly, (a) solicit or attempt to solicit, or participate in the solicitation of or any attempt to solicit any *Personnel* to leave a *Deloitte Entity*, or to join any firm or business with which I may be or become affiliated; (b) participate in the hiring or admission of any *Personnel*; or (c) cause a contractor of a *Deloitte Entity* to cease providing services to, with, or on behalf of the *Deloitte Entity*.

**16. Post- Employment Restrictions re: Deloitte Property.** Upon termination of my *Employment*: (a) I will not use or disclose *Deloitte Property*, including, but not limited to, *Confidential Information* and *Works*, for any purpose; (b) I will not retain or take with me any *Deloitte Property*; (c) I will immediately deliver to a *Deloitte Entity* at any location that it designates, at my expense, within one business day after the termination of my *Employment* or on an alternate date designated by a *Deloitte*

*Entity*, any *Deloitte Property* that I may then or thereafter hold or control; and (d) I agree to allow a *Deloitte Entity* to inspect any of my personal or home computers, including smart phones, tablet computers, or any device, media or location capable of storing electronic data, to determine whether any *Deloitte Property* resides on such computers and to permit a *Deloitte Entity* to remove such *Deloitte Property*.

## OTHER POST- EMPLOYMENT OBLIGATIONS

**17. Transition of Work and Cooperation.** Upon termination of my *Employment* for any reason, I will cooperate with a *Deloitte Entity* in all matters relating to the completion of pending work and its orderly transfer. I will also cooperate fully with a *Deloitte Entity* in connection with any threat of or actual legal proceeding against a *Deloitte Entity* or any client, customer or licensor of a *Deloitte Entity* arising out of any matter with or of which I had contact or knowledge during my *Employment*.

**18. Notification of Post- Employment Obligations.** I agree that prior to accepting employment or affiliation with another firm or business I will advise such firm or business of my duties and obligations under this Employment Agreement. After my *Employment* ends, I agree that a *Deloitte Entity* shall be permitted to advise any firm or business with which I have accepted an offer of employment or affiliation concerning my duties and obligations under this Employment Agreement.

**19. Certification.** I agree that during or after my *Employment* I will, if requested, provide written certification in such form as the Employer may require that I have complied with my obligations hereunder, including, without limitation, those obligations set forth in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15 and 16 of this Agreement.

## OUR ENFORCEMENT RIGHTS AND REMEDIES IN THE EVENT OF A BREACH

**20. Equitable Relief and Attorney's Fees.** I acknowledge and agree that a breach of this Employment Agreement, including, but not limited to, a breach of my duties and obligations under the terms and conditions of Paragraphs 4, 5, 7, 8, 9, 10, 12, 14, 15 or 16 would cause irreparable harm to the *Deloitte Entities* and that, in addition to other remedies, the Employer on behalf of itself or another *Deloitte Entity* is entitled to a temporary restraining order, an injunction or other equitable relief to prevent any such breach. I also acknowledge that, to the extent permitted by law, a *Deloitte Entity* will be entitled to the payment of the *Deloitte Entities'* reasonable costs and attorney's fees incurred in enforcing this Employment Agreement. I also acknowledge that, to the extent permitted by law, the Employer may request that a court extend the one year period

following the termination of my *Employment*, as provided in Paragraphs 12 and 15, to correspond with the period that I participated in activities prohibited by Paragraphs 12 and 15.

**21. Liquidated Damages: Client Fees.** I agree that in the event of a breach under Paragraph 12, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

**22. Liquidated Damages: Compensation.** I agree that the precise amount of damages flowing from a breach under Paragraph 15 would be impracticable or extremely difficult to ascertain in an actual amount. Therefore, I agree that in the event of a breach under Paragraph 15, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by or owed to any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

**23. Right of Inspection.** I agree to permit the Employer (or to use my best efforts to enable the Employer) to inspect my books and records (and the books and records of any entity which employs or is associated or affiliated with me), upon request and at reasonable times, to enable the Employer to confirm the calculations described above and to verify compliance with Paragraphs 12 and 15. The Employer shall keep confidential any proprietary information obtained, except as may be necessary or desirable to enable the Employer to enforce its rights under this Employment Agreement and except as may be required by any statute, court or administrative order to decree or government ruling or regulation.

#### MISCELLANEOUS

**24. Governing Law; Choice of Forum.** This Employment Agreement is deemed to have been executed in the Employer's office in **Hyderabad, Telangana, India** and will be construed and governed in accordance with the laws of the Republic of India without regard to its conflicts-of-law principles. You agree to submit to jurisdiction before any court of record in which the Employer's office to which you were assigned is located, or in which a breach of this Employment Agreement may occur, at the election of the Employer, and you waive any right to raise questions of personal jurisdiction or venue in any action the Employer may bring against you in any such court. You further agree to accept service of process/summons/legal notice from the Employer when that process/summons/legal notice is either sent to your last known address by certified mail or served by any other means permitted under the law of the jurisdiction in which the Employer may bring an action against you.

**25. Modifications.** My obligations hereunder may not be changed or modified, released, discharged, abandoned or terminated, in whole or in part, except by an instrument in writing signed by an *Authorized Signatory*.

**26. Severability.** Every provision of this Employment Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such term or provision will be enforced to the maximum extent permitted by law and, in any event, such illegality or invalidity shall not affect the validity of the remainder of the Employment Agreement.

**27. Blue-Penciling.** If any court determines that any provision of this Employment Agreement, or any part hereof, or the application of any such provision, or any part hereof, to any person or circumstance is unenforceable or void, such court shall have the power to modify such provision, or any part hereof, to the extent necessary to render it legal and enforceable while preserving its intent, or if such modification is not possible, by substituting therefore another provision that is legal and enforceable and that achieves the same objective.

**28. Waiver.** None of my obligations under this Employment Agreement shall be deemed to have been waived by the Employer except if the giving of such waiver is contained in a written notice given to me and no such waiver shall be deemed to be a waiver of any other or further obligation I have under this Employment Agreement.

**29. Entire Agreement.** This Employment Agreement, the Employer's employment application, the Terms and Conditions of Service issued pursuant to the offer of employment and any documentation employing me or transferring me to the Employer, contain the entire understanding between me and the Employer or any other *Deloitte Entity* with respect to the subject matter hereof and supersedes all prior representations, warranties, and agreements with respect to such subject matter, and no representations, warranties or other covenants exist with respect to such subject matter that are not contained or expressly referred to herein. Notwithstanding the foregoing, any written agreement between a *Deloitte Entity* and me with respect to the subject matter hereof that was signed by me prior to the effective date of this Employment Agreement shall remain valid and enforceable according to the terms of such agreement with respect to all acts and omissions occurring prior to the effective date of this Employment Agreement. In the event of a conflict between this Employment Agreement and the employment application or any other document purporting to set forth terms and conditions of my *Employment*, this Employment Agreement will control.

**30. Transfer and Assignment.** Unless as the Employer shall otherwise determine, the rights, obligations and benefits of the Employer under this Employment Agreement, including but not limited to those rights and benefits relating to my post-Employment obligations set forth in this Paragraph 30 and in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19 and 23 above, are transferred and assigned, in whole or in part (as the Employer shall determine) and without the need for my consent

or the formality of documentation or prescribed processes, to (a) any *Deloitte Entity* in connection with my transfer to that *Deloitte Entity* or (b) any entity that acquires all or a part of the assets or business of the Employer. All provisions of this Employment Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, representatives, successors, and assigns of the Employer and me, and any *Deloitte Entity* to which I may be transferred during my *Employment*, provided, however, none of my duties or obligations under this Employment Agreement may be assigned or transferred by me to any other person or entity without the Employer's prior written approval of such assignment or transfer. Any purported assignments in violation of this Paragraph 30 shall be null and void.

**31. Headings.** The headings contained in this Employment Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Employment Agreement.

I have read the foregoing, understand it, and agree to comply with its terms.

**For Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
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Pooja Madnani

**Talent**

**Authorized Signatory**

Effective as of **November 13, 2022**, I accept all the terms and conditions of the Employer as stipulated in this Employment Agreement.

**A**

The definitions below apply to the italicized terms that appear in the Employment Agreement (including the exhibits):

**Attest Client** – attest client (or an affiliate of such client) of Deloitte & Touche LLP or a *Deloitte Entity*.

**Authorized Signatory** – a director, officer or other person who is authorized to sign on behalf of a *Deloitte Entity*.

**Confidential Information** – any information not generally known to the public, in any *Form*, that (1) relates to the operation of a *Deloitte Entity* or provides the *Deloitte Entities* with a competitive advantage, (2) consists of Personally Identifiable Information (*PII*) or other personal information about *Personnel*, client and other third party personnel, independent contractors, subcontractors, agents, vendors, suppliers or others which the Employer or another *Deloitte Entity* receives in the course of business, and (3) all other information entrusted to the Employer or another *Deloitte Entity* by clients and other third parties. *Confidential Information* includes, but is not limited to, *Intellectual Property*, supplier information, designs, business or marketing plans, forecasts and financial information, tax returns, tax identification numbers, agreements, client or prospective client lists, specific information about clients or prospective clients such as preferences for specific products and services, client or prospective client needs based on financial history and past purchases of services, client or prospective client development plans, specific rates charged to a client or offered to a prospective client and other business or client records. *Confidential Information* also includes, but is not limited to, debit or credit card information, employment applications, organization charts, performance ratings and other personnel records.

**Deloitte Entity** – the Employer, Deloitte LLP, and any corporation, company, partnership, limited liability company or other entity (a) that (i) is owned, directly or indirectly, in whole or in part, by Deloitte LLP (the “Deloitte U.S. Firms”), including but not limited to Deloitte LLP subsidiaries in India, the Deloitte Touche Tohmatsu verein, Deloitte Global Services Limited, Deloitte Global Services Holdings Limited, Deloitte Touche Tohmatsu Limited (“DTTL”) or any member firm of DTTL or affiliate thereof (collectively, the “DTTL Member Firms”) or (ii) controls, is controlled by or is under common control with any of the entities listed in clause (i); or (b) in which any *Personnel* participated on its behalf, or carried out any duties with respect to its affairs. For purposes of this Employment Agreement, the term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract, or otherwise.

**Deloitte Property** – *Confidential Information*, *Systems*, equipment, debit and credit cards issued in connection with my *Employment*, furniture, facilities and any and all other materials owned, licensed or leased by a *Deloitte Entity*, including, without limitation, computerized or electronic information and all copies thereof in any form or media, created by, furnished to, obtained by or prepared by me in the course of my employment in any capacity.

**Deloitte India (Offices of the US)** - The following companies shall be deemed to be the affiliates of each other and are collectively referred to as Deloitte India (Offices of the US): (i) Deloitte Consulting India Private Limited (ii) Deloitte Tax Services India Private Limited (iii) Deloitte Support Services India Private Limited (iv) Deloitte Financial Advisory Services India Private Limited and (v) Deloitte & Touche Assurance & Enterprise Risk Services India Private Limited.

**Electronic Communications** – all text, audio, video, images, information, data, files and attachments created, displayed, sent, received, posted, accessed or stored, whether deleted or not, by means of the *Systems*.

**Employment** – the nature of my relationship with the Employer or a *Deloitte Entity* pursuant to this Employment Agreement. Alternatively, and depending on context, *Employment* is the period of time during which this relationship persists.

**Form** - paper, computer disc, USB drive, website; any other tangible or electronic medium by which information may be stored or accessed; and human memory.

**Independence** – National Office (Independence) of Deloitte LLP.

**Intellectual Property** - works of authorship (including, without limitation, books, articles, data compilations, software and other copyrightable materials), materials, patents, inventions, designs, techniques, methodologies, processes, discoveries, know-how, ideas, trade secrets, moral rights, trademarks and other indicia of origin together with the goodwill therein, and all patent applications, copyright and trademark applications and registrations, and extensions and renewals thereof, throughout the world.

**Intellectual Property Rights** – all rights, title and interest in Intellectual Property.

**PCAOB** – the United States Public Company Accounting Oversight Board.

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**Personal Creations** – *Intellectual Property* that meet all of the following criteria: (1) it is conceived, developed, and created by me on my own time without using *Deloitte Property* or *Personnel* (during work hours), facilities, *Confidential Information* or *Works* of a *Deloitte Entity*, (2) it is unrelated to the actual or reasonably anticipated business or research and development of a *Deloitte Entity*, and (3) it does not result from any work performed by me and the *Personnel* (during work hours) for a *Deloitte Entity*.

**Personnel** – partners, principals, members, officers and employees of a *Deloitte Entity*.

**PII** – information (excluding business contact information such as an individual's name and one or more of the following: organization name, organizational title, organizational role, business address, business telephone number (including business cell phone number and business email address) relating to an identified or identifiable natural person. An identifiable natural person is a natural person who can be identified, directly or indirectly, by reference to an identification number or factors specific to his or her physical, physiological, mental, economic, cultural or social identity. Set forth below is a non-exclusive list of information that constitutes PII when such information relates to an identified or identifiable natural person:

- Account number (bank account, credit card, etc.)
- Address
- Biometric identifier
- Certificate or license number
- Date of birth
- Government identifiers (such as PAN)
- Name\*
- Personnel Number
- Photograph or video identifiable to an individual
- Vehicle identifier or serial number
- Other information related to an individual that may directly or indirectly identify that individual (e.g., salary, performance rating, purchase history, call history, etc.)

\* Note: When an individual's name is used with PII that is not business contact information, it is included in the definition of PII.

**Pre-existing Agreements or Arrangements** – agreements or arrangements that (1) relate to any *Pre-existing Creations*; or (2) may affect my ability to comply with the requirements of this Employment Agreement, including all contractual and other restrictions or obligations with other parties, including any post-employment restrictions and required notifications to the extent applicable under 18 United States Code §207, CFR 3.104-4, and India laws, rules and regulations that may or will impose limitations on my professional activities during my *Employment* (such as any non-compete agreements with prior employers and the one-year ban on lobbying contacts).

**Pre-existing Creations** – any *Intellectual Property* and *Intellectual Property Rights* that were developed or created by me, alone or with others, or otherwise acquired by me, before the period of my employment in any capacity with the Employer, in which I claim any ownership or right.

**Proceedings** – past or pending (1) actual or threatened claims or complaints of, or arising out of service to, present or former clients, (2) regulatory, self-regulatory, disciplinary, administrative, civil or criminal investigations, inquiries, charges, complaints, actions, sanctions, alternative dispute resolution proceedings, other proceedings or matters (other than criminal proceedings which relate solely to the operation of a motor vehicle) of any kind or nature, in India or any other jurisdiction, against me, including criminal proceedings arising out of my provision of professional services, proceedings brought by a professional association, or proceedings involving the Securities and Exchange Board of India, United States Securities and Exchange Commission or the PCAOB, other professional bodies like the Institute of Chartered Accountants of India or (3) matters of any kind or nature which could adversely affect my association with the Employer or my ability to perform my duties or responsibilities to the Employer, whether set forth in this Employment Agreement or otherwise, or my registration with or licensure by any governmental, quasi-governmental, or other regulatory agency, body or entity, in or outside the United States or India.

**Systems** – the communications systems or any part of such systems that a *Deloitte Entity* owns, licenses or operates and approves for use, including, but not limited to, e-mail, text messaging, Lotus Notes, Deloitte Online (eRoom), instant messaging, local area network, wide area network, Intranet (e.g., DeloitteNet, D Street), Internet, extranet, collaborative tools (e.g., blogs, wikis, etc.), laptop and desktop computers, servers, air cards, Personal Digital Assistants, cell phones, telephones and voicemail.

**Works** – all *Intellectual Property*, in any *Form*, created by me, alone or with others, during the period of my *Employment* that (1) is created within the scope of my *Employment*; (2) relates in any manner to the actual or anticipated business, research, or development of a *Deloitte Entity*; (3) results from any work assigned to or performed by me, alone or with others, for the Employer; or (4) is created with the use of *Deloitte Property*. **B**

**Pre-existing Creations; Pre-existing Agreements or Arrangements**



I understand and agree that the Employer makes no attempt to verify my claim of ownership to any of the *Pre-existing Creations* listed, and makes no admission that any *Pre-existing Creations* listed are owned by me.

[If yes, please enter details below]

Yes, I do have *Pre-existing Creations*,  
*Pre-existing*  
*Agreements or Arrangements*

X No, I do not have *Pre-existing*  
*Creations, Pre-existing Agreements or*  
*Arrangements*

**Title**

**Date**

**Brief Description**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Print)

ACCEPTED AND AGREED TO:

**Deloitte Tax Services India Private  
Limited**

DocuSigned by:

  
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Pooja Madhani

**Talent**

*Its: Authorized Signatory*

listed pursuant to Paragraphs 2 and 11 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment made in light of Paragraph 2 that *Pre-existing Creations*, if any, are described and explained in sufficient detail so that the likelihood of confusion between the employee's *Pre-existing Creations* and the Intellectual *Property* of a *Deloitte Entity* can be avoided or minimized in the future and further indicates that the *Pre-existing Agreements or Arrangements* have been obtained and reviewed and that the *Authorized Signatory* is satisfied that such *Pre-existing Agreements or Arrangements* will not interfere with the employee's ability to comply with the requirements of this Employment Agreement.

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C

**Proceedings**

**EXHIBIT**

[none, unless otherwise specified]

Yes, I do have *Proceedings* to report

X No, I do not have *Proceedings* to report

My signature below certifies that to the best of my knowledge, the information I have provided above, pursuant to Paragraph 3, is complete and accurate.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

**Exceptions to Post-Employment Restrictions: re: Clients**

[none, unless otherwise specified]

As specified in Paragraph 13, I agree that after a period of three (3) years from my start date or the date of my employment, as the case may be, the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on Exhibit D to support the application of the obligations of Paragraph 12 to those clients.

Yes, I do have  
Post-Employment Restrictions re: Clients

X No, I do not have  
Post-Employment Restrictions re: Clients

Name of ClientSpecified Kind of Services(s) Permitted

ACCEPTED AND AGREED TO:

**Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
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Pooja Madnani

**Talent**

Its: Authorized Signatory

\_\_\_\_\_  
Date

I have read and understood the above policy terms.

A n *Authorized Signatory's* signature is required only if information is provided pursuant to Paragraph 13 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment that criteria in Paragraph 13 have been fully satisfied, the clients listed have been properly identified, and the kinds of services permitted have been described with sufficient specificity.

**Terms and Conditions of Service**

In continuation to our offer of employment with **Deloitte Tax Services India Private Limited** (the "Employer"), please note the terms and conditions of service.

The italicized terms in these Terms and Conditions of Service are defined in **Exhibit A** of the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement hereto.

**Terms of Service****1. COMPLIANCE WITH INDEPENDENCE, ETHICS AND OTHER REQUIREMENTS**

Deloitte & Touche LLP performs attest services for certain of its clients and is subject to the independence requirements of, among others, the United States Securities and Exchange Commission (SEC), the United States Public Company Accounting Oversight Board (PCAOB), and the American Institute of Certified Public Accountants (AICPA). These requirements mandate that certain of the Employer's employees and their relatives be independent of some or all of such attest clients and their affiliates in accordance with the policies of Deloitte LLP and its subsidiaries (the "Deloitte US Entities").

Upon joining the Employer, you will be asked to review a listing of the attest clients and the affiliates of such clients of certain of the Deloitte US Entities and disclose relationships or financial holdings that you or your relatives may have that could affect the independence of the Deloitte US Entities. Any relationships or holdings that conflict with, among other things, the requirements of the SEC, the PCAOB or the AICPA or the independence or ethics policies of the Deloitte US Entities will need to be resolved immediately. Further, you will be required to comply with these policies throughout your career with the Employer, including, when applicable, maintaining a current list of certain of your financial interests (but not their value) in the independence tracking system.

As a condition to your joining the Employer and continued employment, you are required to complete a representation regarding your understanding of, and compliance with, independence and other matters, on a periodical basis (as requested beginning on

**EXHIBIT**

or prior to the date of you joining the Employer, annually thereafter, and upon certain changes in your role in the Employer), the details of which are provided in the independence representation. An example copy of this representation form is available for your reference on [www.deloittenet.com](http://www.deloittenet.com). The representation should be made to the best of your knowledge and ability. It is your responsibility to consult on any matter should you be uncertain or have a question. You are also requested to refer to [www.deloittenet.com](http://www.deloittenet.com) and *Independence* for more information in this respect. The representations made by you will be subject to an audit and may be reviewed by Deloitte LLP representatives and shared with certain third parties. If you are selected for such an audit, you will need to submit certain personal financial records to Deloitte LLP's internal audit team. Please be assured that Deloitte LLP fully intends to keep all information obtained through the audit process confidential and secure. You hereby give your consent to Deloitte LLP to use the information provided by you for such purposes as provided in the policies regarding independence and ethics.

In the event you (i) do not cooperate or comply with the independence requirements, or (ii) do not complete the necessary representations, or (iii) make inaccurate representation(s); you may be subject to disciplinary action including and up to termination of employment with the Employer.

Please feel free to contact or consult *Independence* should you require any further information or if you have any specific concerns in this respect.

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## **2. NON DISCLOSURE, NON SOLICIT AND INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AGREEMENT ("Employment Agreement")**

You will be expected to sign the Employer's Employment Agreement. Please contact Talent for further details.

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## **3. HARRASSMENT POLICY**

**Administrative Policy Release ("APR") 213** is the Employer's policy prohibiting harassment. Deloitte LLP's subsidiaries located in India ("Deloitte India (Offices of the US)") are committed to providing a working environment that is free from harassment based on caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis, in accordance with applicable Indian central, state or local law. Expressly forbidden are unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Depending on the circumstances, such harassment may also include conduct such as stereotyped or demeaning remarks or gestures or the display or circulation, whether in writing or electronically, of materials or pictures offensive to persons because of their caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis in accordance with applicable Indian central, state or local law. The full policy will be accessible to you on DeloitteNet after joining Deloitte U.S. India.

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#### 4. WORKING HOURS, HOLIDAYS, LEAVES AND MATERNITY BENEFITS

You will be provided with your standard working hours, which may vary over the course of your career. The Employer may, from time to time, subject to applicable laws, require the employee to work beyond these hours.

You shall be entitled to paid holidays and leave as per the Employer's policies.

Women employees are eligible for maternity benefits as per the recent amendments (2017) in the maternity benefit act, 1961, including having 26 weeks of maternity leave with pay, as applicable.

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#### 5. RETIREMENT AGE

The age of retirement for employees of Deloitte India (Offices of the US) is 60 years. Your employment will therefore automatically terminate at the end of the month in which you attain 60 years.

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#### 6. TRANSFERS

You may be transferred, assigned, or asked to attend training at the offices of a Deloitte Entity or its clients or third parties in India or abroad with or without additional compensation. In such an event, you will also be governed by the terms and conditions of service applicable to the transfer, assignment, or training.

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#### 7. NOTICE PERIOD FOR TERMINATION OF SERVICES

The notice period for termination of your services is **60 Days** by either side and/or salary in lieu of notice period on part of the Employer only.

The Employer expects all employees to maintain the highest standards of professional conduct at all times.

In order to assure orderly operations and provide the best possible work environment, the Employer expects you to follow rules of conduct that will protect the interests and safety of all personnel, including but not limited to the Code of Ethics and Professional Conduct.

In the event of any breach of the Code of Ethics and Professional Conduct, non-performance of a contractual obligation or the terms and conditions laid down in this Annexure, or if you engage in any misconduct whether or not in connection with or affecting the business or affairs of the Employer or the work conduct, as specified by Employer, you will be subject to disciplinary action up to and including termination of your services/ employment with the Employer without any notice or payment in lieu of notice notwithstanding any other terms and conditions stipulated herein.

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#### 8. MISCONDUCT

Misconduct may include but is not limited to:

- Irregular attendance: repeated or excessive absence, tardiness or early departures/ late comings without approval.
- Unreported or unapproved absence (including overstay of leave) for more than five consecutive days or deviation from assigned and accepted schedule for more than five days.
- Falsification or manipulation in background verification process or employment records, employment information, or other records prior to or after joining the Employer.
- Falsification or manipulation of Deloitte Time & Expense (DTE).
- Knowingly providing false statements, either verbally or in written form.
- Neglect of normal duties and functions.

- Practices such as reading personal materials during working time, having obscene or inappropriate posters or screen savers at your work station, playing games at your work station, etc.
- Continued discharge of work functions that do not meet the standards reasonably expected.
- Breach of the confidentiality provision in the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement including disclosing to any unauthorized person any *Confidential Information* or *PII*.
- Willful insubordination or disobedience, whether or not in combination with another, of any lawful and reasonable instructions of any member of management or any authorized person.
- Engaging in unapproved outside employment and activities as defined in APR 218 (US & IND) ([https://deloitte.net.deloitte.com/About/Policies/Admin/Pages/218\\_OutsideEmploymentActivities\\_US.aspx](https://deloitte.net.deloitte.com/About/Policies/Admin/Pages/218_OutsideEmploymentActivities_US.aspx)).
- Installing, downloading, copying or duplicating any unauthorized or unlicensed software, programs, games, or attachments on any computer system of the Employer or of any *Deloitte Entity* or its clients.
- Engaging in any illegal activities.
- Workplace violence, including threats of physical violence.
- Corporate credit card delinquencies.
- Causing damage to the property of the Employer, any *Deloitte Entity*, its clients, or their respective personnel
- Going on or abetting a strike in contravention of any law.
- Theft of any property belonging to another, the Employer or any *Deloitte Entity*, or their respective personnel, clients, or visitors
- Possession of firearms, explosives, knives or any instruments that can be used as an injurious or deadly weapon in the workplace or at any *Deloitte Entity* sponsored event.
- Corruption, fraud, or misappropriation of funds.
- Failure to comply with the policies, guidelines, rules and regulations of the Employer or a *Deloitte Entity* as applicable.
- Excessive personal use of the Employer's telephone, fax or computer systems.
- Failure to adhere to applicable laws.
- Any act prejudicial to or in conflict with the interests of the Employer or a *Deloitte Entity*.

The above terms and conditions are based on, and should be read in conjunction with, the Employer's policies, guidelines, procedures and other rules currently applicable, including but not limited to Administrative Policy Releases (APRs) and Deloitte India (Offices of the US)'s other policies, guidelines, rules, and regulations. The above rules are subject to amendments from time to time and the amended rules, policies, procedures, and guidelines would be posted on the Employer's Intranet site i.e. <https://deloitte.net.deloitte.com/Pages/Home.aspx> for employee reference. The policies will be updated from time to time in the future and we deem to have your consent to any and all such changes. Furthermore, upon acceptance of employment with the Employer, you may be requested to read and acknowledge acceptance of various policies and guidelines of the Employer. It is expected that you will read and acknowledge all such communications.

Effective as of **November 13, 2022**, I accept all the terms and conditions of the Employer as stipulated in these Terms and Conditions of Service.

Signature

Name

**Training Agreement****Dear :**

On behalf of **Deloitte Tax Services India Private Limited**, please accept our congratulations on your recent offer of employment to join the Company as **Tax Consultant I** pursuant to the terms and conditions of your offer letter dated **November 13, 2022**. You made a very favorable impression with everyone you met and we are excited about the possibility of you joining the Company.

As you may be aware, as a condition of employment with the Company, you may be required to travel Overseas to attend a series of training sessions for a period of up to 90 days. This training will be a combination of classroom procedural training as well as on-site training to observe employees conducting similar work at various client locations. This training represents the confidence we have in your ability to be a valuable member of the practice of the Company.

As per Company policy, we kindly bring to your attention that all employees attending training overseas are required to sign a Training Agreement which will obligate the employee to repay a calculated amount of the costs associated with the training, only if the employee resigns his/her position or are terminated for cause within a specified period after completion of the training (usually between 6 to 18 months). This repayment obligation disappears after the specified period of time has lapsed. We all look forward to seeing you again soon and having you join our team of outstanding professionals.

Sincerely,

For

**Deloitte Tax Services India Private Limited**

DocuSigned by:

*Pooja Madhuni*

By:

2B8F65B8ECE5489...

Signature

**Authorized Signatory**



**CGI Information Systems and Management Consultants Pvt. Ltd.**

Regd. Office: e.city, Tower 2, No.95/1 & 95/2,  
Electronic City, Phase I (West)  
Bangalore – 560 100. India  
Tel +91-80-6642 2222 | Fax +91-80-6642 1200

**cgi.com**

CIN: U72200KA1990PTC019138

Dear MOHAMMED THASIN

I am delighted to offer you a role at CGI Information Systems and Management Consultants Private Limited (“CGI” or “Company”) where we strive to create an environment in which we enjoy working together and, as owners, contribute to building a company we can be proud of. We are very excited about the prospect of having you join us, and look forward to welcoming you.

As part of the leading information technology companies in the world, there are many opportunities for growth and development, both individually and as part of a large professional community. I hope you will choose to be part of our CGI Global Community, a team of extraordinary people building a company that reflects their aspirations and is supported by our shared vision and values.

We are offering you the position of **Associate Software Engineer** and your **Total Target Earnings** is INR **302000-** in accordance with the terms and conditions contained below.

This offer is contingent on your:

- successful completion of your graduation with a minimum of [60%] of marks and no backlog in any semester;
- successful completion of pre/post-employment training designated by the Company. Details of the training, duration, and conditions of training will be communicated to you by the Company upon your acceptance of this offer. You are required to maintain the minimum attendance threshold throughout the training and achieve the grade pre-defined by the Company for the successful completion of the training.

Should you fail to achieve the above pre-requisite, the Company shall be entitled to revoke this offer at its discretion or terminate your employment forthwith without notice or pay in lieu thereof.

You are requested to report at Bengaluru our office on 24 July 2022 . Your appointment will be effective on your joining date. If you do not confirm your acceptance within the timeframe mentioned below, this offer will be considered withdrawn unless extended in writing by the Company.

- You are required to communicate your acceptance of this offer via email to your assigned Recruiter’s CGI email id on or before 23 July 2022. You will also be required to read, understand and execute the CGI Candidate Declaration that will be issued to you on your joining date.
- Your reporting time on the joining date is 8:30 a.m. Kindly note that it is important to be on time to complete the joining formalities.
- On your joining date, please bring the originals and one set of photocopies of the documents mentioned in Annexure-A.
- Please contact us at 080-4194 0000 (Monday to Friday between 9:30 a.m. to 5:30 p.m.) or via email to your CGI designated recruiter for any queries regarding your employment offer.

The terms and conditions governing your employment are as under:

- Your employment with the Company is at all times subject to you having and maintaining a valid work permit from the Government of India (if applicable). A copy of the work permit needs to be furnished by you on the date of on boarding failing which you will not be permitted to join. You hereby agree that you shall undertake all necessary steps to keep such work permit valid and subsisting throughout the term of your employment with the Company.





- Your employment will be subject to a probationary period of [6] months (**“Probationary Period”**). If your performance is, in the opinion of the Company, found to be satisfactory during this period, then the Company shall confirm the appointment in writing. The Company may, at its sole discretion, extend the Probationary Period, by providing you prior written notice. Your employment remains subject to [15] days’ notice of termination until you are notified in writing of the satisfactory completion of the Probationary Period.
- This appointment will be based on your agreement to serve the Company for a minimum period of two years effective your date of joining. On joining, you will have to sign the Employment Agreement with the Company
- This offer is conditional upon your having a valid passport. If you do not have a passport as of the date of this offer, you are required to apply for one immediately and produce the relevant acknowledgement on the day of your on boarding. Being part of consulting organization, it is your responsibility to monitor the validity of your passport and renew it in advance. Should you be denied a passport, or if you are otherwise unable to produce a copy of your passport, CGI shall be entitled to terminate your employment forthwith without notice or pay in lieu thereof. It is a condition of your employment that you have a valid passport at all times.
- During your employment with CGI, you may get opportunities to work on multiple platforms/skills at the sole discretion of CGI. CGI encourages and appreciates flexibility to work on different technologies
- Your services are transferable anywhere in India as also anywhere abroad within the CGI group of companies or other third parties. In case your services are transferred to any of our group companies or affiliates of the Company, you are required to abide by the rules and regulations pertaining to that company. You will carry out your duties as per the instructions of your superiors from time to time
- Your remuneration is strictly confidential. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should not be shared with anyone.
- **Code of conduct:** You will abide by CGI policies including all amendments as may be carried out from time to time at sole discretion of CGI (**“CGI Policies”**), and the applicable rules and regulations in force from time to time and will also be required to sign and abide by the **Code of ethics** and conduct as elucidated by the Company as part of your performance appraisal process. Any breach of the guidelines or the terms and conditions of employment may result in termination of your services without notice or compensation.
  - a) You will not carry on any business other than for the Company or enter for any part of your time in any capacity in the services of other person or persons and company or companies. You will devote your whole time and attention to your duties to promote the interests of CGI and you will not utilize or divulge to any person or persons any of our trade secrets or confidential information.
  - b) In the course of your employment with CGI, you shall not, without the previous written consent of CGI and which consent CGI may in its absolute discretion and without assigning any reason, withhold and/or refuse to accord directly and/or indirectly solicit and/or engage in the collection and donations for any trust or other organizations and/or institutions for charitable work and/or any other purposes and person/s and/or bodies corporate/institutions with whom you come into contact and/or have dealings with in the course of employment with CGI.
  - c) During your employment with CGI and perpetually thereafter, you will not transmit, disclose or otherwise use confidential information related to CGI, the affiliates or group companies of CGI, or the clients of CGI or its affiliates and group companies, to any unauthorized person, except as may be required in the course of discharging your duties in connection with CGI’s business. Confidential information means and includes information which is confidential and proprietary to CGI and its affiliates and group companies, and/or to certain third parties with which CGI has relationships, and disclosed to or obtained by you from CGI and/or such third parties, whether (without limitation) in graphic, written, electronic or machine readable form on any media or orally and whether or not the information is expressly stated to be confidential or marked as such and includes, but is not limited to information of value or significance to CGI and/or its competitors (present or potential) including but not limited to CGI’s intellectual property; client names; project related information; content; data; techniques; plans; designs; programs; customer information; identity and job descriptions of CGI’s personnel; organizational structure; financing relationships or terms; service provider or vendor relationships or terms; processes; methodologies; compensation or bonus data; the terms of this appointment letter; or any other information, not in the public domain pertaining to the business or affairs of CGI; but does not include information that is in the public domain other than by your breach of this appointment letter and/or of any other agreement to which you are bound by. You will not divulge confidential information to anyone, including family, friends, and especially others in the same or similar competing businesses. You will sign a Confidentiality and Non-Disclosure Agreement to protect CGI’s confidential information at the time of your onboarding and anytime upon request during your employment with CGI. If you are bound by a confidentiality agreement with a previous employer, you must notify the Company and indemnify the Company against any breach thereof.

- d) For the purpose of representing and improving the company's brand image and being able to interact with senior level decision makers in the industry in a satisfactory manner, you are required to follow the following norms:
- i. Maintain complete confidentiality and high level of integrity in all your actions performed on behalf of the company
  - ii. Practice high level of professionalism in business etiquettes, selection of attire, choice of language in conversation and documents, meeting commitments and in overall conduct; and
  - iii. You shall help in maintaining congenial, disciplined, participative and supportive work environment to encourage team spirit and high performance standards.

- e) **Intellectual Property:** You irrevocably, absolutely and perpetually assign to the Company worldwide right(s), title(s), and interest(s) under any statute or common law including patent rights; copyrights including moral rights; trademarks, designs, anywhere in the world, whether negotiable or not in respect of your contribution(s) during the term of the employment, free from encumbrances of any kind for the full term of each and every such right, including renewal or extension of any such term. All of the Intellectual Property (created solely or jointly with others) given, disclosed, created, developed or prepared in connection with your employment with the Company shall be deemed to be 'work for hire' and/ or inventions developed in the course of employment with the Company within the meaning of the copyright laws of all jurisdictions, including and without limitation, India, and the Company shall be deemed to be the sole author thereof in all jurisdictions for all purposes. If under any applicable law, any results and proceeds of your services are not deemed to be works and/ or inventions developed in the course of the employment with the Company, then to the fullest extent allowable and for the full term of protection otherwise accorded to you under such applicable law, you hereby assign and transfer to the Company any/all right(s), title(s), and interest(s) in such works and/ or inventions. You further irrevocably, absolutely and perpetually assign to the Company the worldwide rights in respect of: (a) any licences, permissions and grants in connection with any Intellectual Property therewith; (b) applications for any of the foregoing and the right to apply for them in any part of the world; (c) right to obtain and hold appropriate registrations in Intellectual Property, (d) all extensions and renewals thereof; and (e) causes of action in the past, present or future, related thereto including the rights to damages and profits, due or accrued, arising out of past, present or future infringements or violations thereof and the right to sue for and recover the same. Further, you hereby agree to waive any right to and refrain from raising any objection or claims pursuant to Section 19(4) and Section 30-A of the Copyright Act, 1957.

For the purpose of this agreement, "Intellectual Property" includes ideas, concepts, creations, discoveries, inventions, improvements, know how, trade or business secrets; trademarks, service marks, designs, utility models, tools, devices, models, methods, procedures, processes, systems, principles, algorithms, works of authorship, flowcharts, drawings, books, papers, models, sketches, formulas, teaching techniques, electronic codes, proprietary techniques, research projects, and other confidential and proprietary information, computer programming code, databases, software programs, data, documents, instruction manuals, records, memoranda, notes, user guides, in either printed or machine-readable form, the whether or not copyrightable or patentable, or any written or verbal instructions or comments.

- f) You will be responsible for the safekeeping and return in good condition all the Company property and all material or documents (including reproductions and excerpts) containing Confidential Information and any letter of authority or power of attorney issued to you, which will be in your use, custody or charge.

- **Non-solicitation:** During your period of employment with CGI and for a period of twelve (12) months commencing from the last day of your employment with CGI, you will not directly or indirectly: (i) solicit any employee of CGI to terminate his/her employment with CGI, or to accept any other employment; and/or (ii) solicit or do business with any clients or customers or potential clients or customers of CGI with whom you have had dealings during the last twelve (12) months of your employment with CGI.
- **Communication:** Please approach your immediate supervisor for any queries pertaining to project or organization related concerns, suggestions which you may have from time to time. In addition, the HR team is always available to discuss any of your needs or suggestions.
- **Shift:** You shall have no objection to work on shift / staggered duty in case business warrants that. Please note that it is management's prerogative to decide which member will work on shift and management's decision in this regard will be final. Your project will also decide the shift allowance that will be payable and will be based on project requirement. This will be governed by the existing Shift Allowance Policy.
- You may be required to travel on Company work and you will be reimbursed expenses as per Company Policies.

- **Unauthorized absence from work:** Your unauthorized absence from work for a continuous period of more than three days without leave or obtaining your manager's approval will be treated as absconding from duty, triggering disciplinary action. In the event, that you do not report for work within eight days from the date of unauthorized absence it will be treated as "voluntary abandonment of service" and it shall be deemed you are no longer interested in the employment and your employment will be terminated. In such an event you shall be liable to refund the salary in lieu of shortfall in notice period and other dues payable to the Company, as specified.
- **Termination of employment:**
  - i **Termination without cause:** Your services may be terminated at any time by either side by giving fifteen days' written notice or salary in lieu thereof during the Probationary Period and **Two month's written notice** or **Two month's salary in lieu thereof** after confirmation of employment with the Company. Whilst the Company reserves the right to release you upon your resignation prior to conclusion of your notice period with or without paying notice pay for the balance notice period, decision to allow notice pay in lieu of notice is at the sole discretion of the management. If you decide to leave without completing due notice and handing over formalities as per the requirement of CGI; you will not be eligible to get any certificates which indicate employment with CGI immediately or in future. No references will be entertained from any authority/institution seeking details of your case.
  - ii **Termination for Cause:** Notwithstanding anything contained in this appointment letter, the Company may terminate the employment contemplated hereunder at any time without requiring to serve notice period or payment in lieu of notice period, for 'cause'. For the purpose of this Agreement 'cause' shall include:
    - (a) inattention or negligence in the performance of duties and obligations under this appointment letter;
    - (b) repeated failure to comply with lawful directions of the Company and its officers;
    - (c) conviction in a criminal case or framing of charges in a criminal case;
    - (d) breach of the terms of this appointment letter and breach of representations and warranties contained herein;
    - (e) unethical business conduct;
    - (f) breach of any statutory duty or for any act or omission adversely affecting the goodwill, reputation, credit, operations or the business of the Company;
    - (g) fraud, misappropriation or dishonesty in respect of the property or the business of the Company;
    - (h) commission of any act not in conformity with discipline or good behaviour or acceptance of any illegal gratification;
    - (i) habitual neglect of your work or gross or habitual negligence in the performance of your duties;
    - (j) unauthorised disclosure of any Confidential Information of the Company; and/or
    - (k) any act or omission that could be construed as misconduct under applicable law.
  - iii **Termination for ill-health or disability:** If you, at any time, are prevented from ill-health or accident or any physical or mental disability from performing your duties hereunder, you shall inform the Company, either through yourself or any of your relatives, and supply it with such details as it may require and if you are unable by reason of ill-health or accident or disability, for a period of 60 days or more to perform your duties hereunder, the Company may forthwith terminate your employment.
  - iv **Project Engagement:** You understand and acknowledge that the business of the Company is dependent on the projects that it receives from its clients and that you have been employed to primarily work on such projects. If the project that you are working on requires a lower headcount or is winding up, you will no longer be required to work on such project. You will be informed at least 30 days prior to the date from which you will no longer be required to work on such project. In the event that either CGI or you are unable to find an alternate project that you can be staffed on within 45 days of your last project, your employment shall be deemed redundant and shall be terminated in accordance with applicable law and the terms of this letter. Notwithstanding the foregoing, you expressly agree that if you refuse two or more opportunities that are offered to you by CGI to be placed on an alternate project, it shall be deemed that you are voluntarily resigning from your employment with CGI. You understand and acknowledge that if you fail to upskill / reskill as required by and to the satisfaction of the Company, the Company will not be able to place you on an alternate project. Being placed on an alternate project is subject to availability of roles and your skill sets, and is not an obligation of the Company.
- You may be assigned to certain engagements that require Knowledge Transfer from client/other BU's/members within the engagement. During assignment or after obtaining such Knowledge Transfer, you are required to serve the stipulated rotation period. This is in addition to the notice period requirement mentioned above.
- **Non-Competition:** During the term of your employment with CGI, you shall not directly or indirectly compete with CGI in any manner whatsoever.



- **Restriction of Employment with Client/Customer:** For a period of twelve (12) months following the end of your employment with CGI, you agree not to, directly or indirectly, as employee, consultant or otherwise, work for or provide services or trade in goods, whether solely or with others, whether as an employee, officer, director, agent, partner, consultant, member of any company or other commercial enterprise or otherwise, to clients or customers or with any competitor or any organization where you have been taken or sent for training, deputation or secondment or professional work by the Company or to whom you provided services on CGI's behalf during the last twelve (12) months of your employment with CGI.
- You will keep us informed of any change in your residential address/contact details.
- If you resign from the service or your employment is terminated for any reasons before completing one (1) year of service, you will fully reimburse the Company, the joining bonus, transition bonus, retention bonus, notice pay and relocation expenses, if any.
- It is your responsibility to notify the Company of any changes in your personal information within three working days. It shall also be your responsibility to notify the Company of any legal action or suit, whether in the nature of civil or criminal initiated against you. Additionally, you shall also be responsible for notifying CGI of any proceedings which may impact your ability to fulfill your job responsibilities. Your failure to notify the above details will result in breach of the appointment terms. All notices shall be considered duly and properly delivered to the address on file with the Company.
- You will retire from the services of the Company on attaining the age of superannuation. The retirement age in CGI is sixty (60) years.
- The benefits as outlined herein and in CGI policies are subject to change at the Company's discretion. You will be entitled to leaves in accordance with the Company's policy as applicable from time to time.
- Upon your resignation or retirement from the Company or termination of your services, you are required to return all assets and property of the Company including but not limited to documents, machines, data, files, books etc. (including but not limited to leased properties).
- We provide support to global customers from various locations in India & abroad to suit customers' differing time needs including 24x7 bases. You may be asked to operate from any of the CGI locations and in any of the shifts, including night shift, at the sole discretion of management, as may be required by the Company keeping in mind business needs and deliverable requirements to customers. Your work schedule will be provided to you by your Manager / Supervisor upon your joining. Your weekly off days may not be on weekends.
- You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- **Condition of Hire:** Your appointment is contingent upon satisfactory reference & background checks including verification of your application materials, education and employment history. CGI will conduct background checks to verify your identity, education, professional qualifications, employment history and references (Level 1), and will include, depending on the nature of your position or at a client request, a criminal record check (Level 2) and credit verification (Level 3) if you have access to CGI and/or client sensitive or critical information, facilities or assets and/or your role requires handling of financial transactions. In addition, during the course of your employment on need basis or on a recurrent basis every 5 years and in a context of change of role, a complete re- verification including background checks as per CGI policies including without limitation, criminal record checks (Level 2) and credit verifications (Level 3) may be conducted, if applicable. Also, dual employment checks could be conducted at any time during the course of your employment. By signing this Employment Agreement, you are providing a free, informed and ongoing consent to all such verifications before and during the course of your employment as per CGI's policies and you agree to sign any forms required for such verifications at the appropriate time. Successful clearance of background verification is a mandatory requirement for employment confirmation. Unsuccessful clearance of background verification will lead to termination of employment without notice. CGI reserves the right to audit the submitted educational & previous work experience(s) documents at any point of your tenure in CGI, as part of which you are obligated to furnish any/all of such relevant documents on demand. Failure to furnish the same and / or the submitted education & work experience proving to be false or unverifiable as per CGI standards, may lead to termination of employment without notice. The basis of the offer is authentic and verifiable education and work experience as per CGI standards. You are accountable for providing documents that enable appropriate authorities in the relevant educational institution(s) and previous employer Organization(s) to validate your claims. CGI is not liable for the inability of the aforementioned authorities to validate your credentials basis your submissions. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer.
- If any information furnished by you in your application for employment or during the selection process is found at any time during your employment to be incorrect or false, and/or if you have suppressed any material information; the Company may terminate your services without notice or compensation



- **Data Protection and Privacy:** The Company may, in connection with your employment, receive personal data relating to you or third parties associated with you (such as spouse or children). Such data may be received directly from you or from other sources, and some personal data may be recorded directly or indirectly by internal security systems (such as CCTV cameras) or by other means. The Company may process such data for relevant and limited purposes. By agreeing to employment with CGI, you hereby expressly consents to the following:
  - (a) the processing of your personal data by the Company or such third-party appointed by the Company;
  - (b) the collection and processing of sensitive personal data or information (as defined under applicable laws) about you for limited purposes;
  - (c) the transfer worldwide of personal data held about you by the Company to other employees and offices of the Company's worldwide organization and to third parties where disclosure to such third parties is required in the normal course of business or by law; and use of your personal images and voices in marketing material, videos, etc.; and
  - (d) treating any personal data to which you have access in the course of your employment strictly in accordance with the Company's policies and procedures and not using any such data other than in connection with and except to the extent necessary for the purposes for which it was disclosed to you.
- Subject to insurance policies that the Company may have and other statutory insurances, you may be eligible to receive compensation under the Employees Compensation Act, 1923, for injuries arising out of and in the course of employment.
- Women employees of the Company shall be entitled to maternity leave in accordance with the Maternity Benefit Act, 1961 (as applicable), i.e., eligible women employees shall be entitled to 26 weeks of maternity leave for the first 2 surviving children, and 12 weeks of maternity leave for every subsequent child
- Your designation may be changed at the discretion of the Company depending on the work assigned to you
- Your **Total Experience** will be part of our professional records

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Total Experience = Relevant Experience + Weighted/ Non-relevant Experience

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0.0 Yrs. = 0.0 Yrs. + 0.0 Yrs.

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Relevant Experience = Total number of months the candidate has worked on the skill/role for which the candidate is being hired in CGI

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Weighted Experience = A weighted percentage is given to your non-relevant experience, either to your role or skill, for which you are being hired in CGI

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- Any and all of the terms and conditions of service may be modified or changed at the Company's discretion. Breach of any one of the conditions will render you liable to termination of your employment without notice.
- This letter supersedes all oral or written communication exchanged between you and CGI prior to the date of this letter and commitments, if any, made during the selection process. You acknowledge that you have read and understood the terms and conditions of this offer letter and to confirm your acceptance of this offer letter, please sign in on all the pages & in the space specified below and return the signed copy to CGI on your onboarding day.
- If any provision of this letter is held to be unenforceable, the remaining provisions shall remain valid, binding and in full force to the maximum extent possible. If any portion of this letter is held to be unreasonable, such provision shall be given effect to the maximum extent possible by narrowing or enforcing in part that aspect of the provision found overbroad or unenforceable.
- Your employment with the Company and this letter shall be governed by and construed and enforced in accordance with the laws of India, without regard to conflicts of laws. You agree to the exclusive jurisdiction and venue of the courts in Bangalore for the resolution of all disputes arising under this letter.
- No waiver by the Company of any breach of this letter shall be valid unless in writing and signed by the Company. The waiver by the Company hereto of any provision of this letter shall not operate or be construed as a waiver of any subsequent breach by you, nor shall any waiver operate or be construed as a rescission of this letter



- You shall, at all times during the course of your employment with the Company (and even after its termination) agree to indemnify and keep indemnified the Company, as the case may be, against all losses, damages, claims, interests, costs, expenses, liabilities, proceedings and demands which the Company may suffer or incur or which may be made against the Company as a result of any misrepresentations or breach of this letter, acts or omissions by you during the course of employment.
- You shall not at any time without limitation, publish or communicate any disparaging remarks, comments or statements concerning the Company, its holding company, group companies, affiliates or associate companies or any of their respective shareholders, directors, officers or employees. For this purpose, 'disparaging' means any remarks, comments or statements that impugn the character, honesty, integrity, morality, or business acumen or abilities in connection with any aspect of the operation of business of the Company, or reflect negatively upon, the individual or company being disparaged.
- Base Compensation Components:**

| Designation: Associate Software Engineer                     |               |                |
|--------------------------------------------------------------|---------------|----------------|
| Date of Joining: 24 July 2024                                |               |                |
| Pay Components                                               | Monthly (INR) | Annual (INR)   |
| Basic (Inclusive of D.A.)                                    | 21,500        | 258,000        |
| Flexible Compensation Plan <sup>1</sup>                      | 6,136         | 73,632         |
| <b>Base Compensation</b>                                     | <b>27,636</b> | <b>331,632</b> |
| Provident Fund <i>Company Contribution</i>                   | 2,580         | 30,960         |
| Gratuity Fund Contribution                                   | 1,034         | 12,408         |
| <b>Gross Compensation</b>                                    | <b>31,250</b> | <b>375,000</b> |
| Share Purchase Plan <i>Company Contribution</i> <sup>2</sup> | 829           | 9,948          |
| Profit Participation Plan <sup>3</sup>                       | 553           | 6,636          |
| <b>Total Target Earnings</b>                                 | <b>32,632</b> | <b>391,584</b> |

- <sup>1</sup>**Flexible Compensation Plan:** Option to allocate to components like Meal Vouchers, Conveyance, National Pension Scheme, LTA etc
- <sup>2</sup>CGI will contribute towards **Share Purchase Plan (SPP)**: As part of our ownership culture, we enable those who join CGI to become an owner through our Share Purchase Plan. It is an opportunity for you to buy shares in CGI, become an owner, and benefit from any long-term appreciation in the CGI share price. When you choose a percentage to contribute, CGI will match your contribution 100% (up to **3%** of your Base Compensation). Contributions are done on a monthly basis towards the purchase of CGI shares, and you can start, stop and change your contribution at any time. Only those members who enroll for this benefit are eligible for receiving the company contribution & will need to contribute an equal amount on a monthly basis towards the purchase of CGI shares.
- <sup>3</sup>**Profit Participation Plan:** This plan distributes a portion of our profits based on the achievement of CGI's financial objectives, as well as individual performance. The Target Profit Participation Plan (PPP) is at **2%** of Base Compensation on pro rata basis and can be more or less basis the performance of CGI, performance of Business Units and performance of Individuals. All regular members employed as of Jun 30th of CGI Inc. fiscal year (Oct-Sept) are eligible and should be active on rolls as on Dec 31st to receive the payout. The Corporate guidelines of PPP may be amended from time to time  
Eligible members will be paid statutory bonus as per the provisions of the Payment of Bonus Act, 1965. Where members are eligible for both statutory bonus as well as the PPP, the company shall deduct from the PPP allocated to a member the amount of statutory bonus payable under the Act for such corresponding period and the difference will be paid as the actual PPP

In addition to the above you are eligible for:

- INR 25,000/-** towards annual insurance premium to cover self, spouse & up to two dependent children under Group MediClaim Insurance and to cover self under Group Personal Accident Insurance & Group Term Life Insurance

The tax liability arising out of the above payments now or in the future, due to changes in income tax provision shall be borne by you





I look forward to your acceptance of this offer and to welcoming you to our team. I am confident that in this new role, you will make a valuable contribution to CGI and our continued success.

Yours sincerely

**For CGI Information Systems and  
Management Consultants Pvt. Ltd.,**

A handwritten signature in black ink, appearing to read 'S Pradhan', is written over a light blue rectangular background.

---

**Sarika Pradhan  
Vice President Corporate Services**

I have read the terms and conditions of employment and the contents of the employment agreement and in token of my acceptance; I duly acknowledge the receipt of the letter of employment.

Please sign below to confirm that you agree with the terms and conditions stated in this letter.

---

**Signature & Date**



**Annexure-A**

We request you to bring the originals, on your date of reporting to CGI for verification.

*Please note that the below documents are mandatory for **CGI's personnel records** and will be subjected to **background verification**. Non submission of these documents will impact your profile and records needed to manage your career effectively within CGI and may also have serious impact on project and client requirements, hence your cooperation in this is crucial.*

| #  | Documents                                                                                   |
|----|---------------------------------------------------------------------------------------------|
| 1  | Acceptance copy of CGI's appointment letter signed by you on all pages                      |
| 2  | Valid Work Permit issued by Government of India, if applicable                              |
| 3  | Passport (all pages – wherever the entries are made)                                        |
| 4  | Income-Tax Permanent Account Number Card (PAN Card)                                         |
| 5  | Passport size photograph – 05 nos.                                                          |
| 6  | 10th class mark sheet & certificate                                                         |
| 7  | 12th class mark sheet & certificate                                                         |
| 8  | Bachelor degree mark sheets (all semesters)                                                 |
| 9  | Bachelor degree certificate / convocation certificate                                       |
| 10 | Master degree mark sheets (all semester)                                                    |
| 11 | Master degree certificate / convocation certificate                                         |
| 12 | Diploma mark sheets (all semesters)                                                         |
| 13 | Diploma certificate                                                                         |
| 14 | Any other certificates                                                                      |
| 15 | Appointment letter, pay slip, relieving letter & experience certificate of all previous Co. |
| 16 | Present company's appointment letter                                                        |
| 17 | Present company's relieving letter & resignation acceptance letter from HR                  |
| 18 | Present company's experience certificate                                                    |
| 19 | Present company's salary slip with employee number (last two months)                        |
| 20 | Aadhaar / Voters ID / Driving License / Rental agreement /Bank passbook (address page only) |
| 21 | Blood group and RH type report                                                              |





**Offer: Computer Consultancy**

**Ref: TCSL/DT20228278615/Bangalore**

**Date: 8/9/2022**

Dear MOHAN L

**Sub: Letter of Offer**

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade **Y**. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be **350000/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year. Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &



Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

## **COMPENSATION AND BENEFITS**

### **BASIC SALARY**

You will be eligible for a basic salary of `14,784/- per month.

### **BOUQUET OF BENEFITS (BoB)**

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

#### **1. House Rent Allowance (HRA)**

Your HRA will be `5,914/- per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

#### **2. Leave Travel Allowance**

You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

#### **3. Food Card**

You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias. As per the Pre-Defined structure you will be eligible for a Food Card with an amount of `500/- being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.



## **PERFORMANCE PAY**

### **Monthly Performance Pay**

You will receive a monthly performance pay of `1,700/-. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

### **Quarterly Variable Allowance**

Your variable allowance will be `600/- per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

## **CITY ALLOWANCE**

You will be eligible for a City Allowance of `200/- per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

## **XPLORE/ LEARNING INCENTIVES**

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

## **OTHER BENEFITS**

### **Health Insurance Scheme**

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:



## **1. Basic Cover**

- i. Entitlement - Includes domiciliary expenses up to `6,000/- per insured person per annum and basic hospitalization expenses up to `2,00,000/- per insured person per annum.
- ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

## **2. Higher Hospitalisation**

Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

- i. Entitlement - You and your enrolled dependants will be entitled for `12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.
- ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

## **Maternity Leave**

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother, may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

## **Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)**

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of `250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

## **Loans**

You will be eligible for loans, as per TCSL's loan policy.

## **Professional Memberships**

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.



## **RETIRALS**

### **Provident Fund**

You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

### **Gratuity**

You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

## **TERMS AND CONDITIONS**

### **1. Aggregate Percentage Requirements**

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

### **2. Pre requisites for Joining**

To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.





### **3. Training Period**

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

### **4. Working Hours**

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

### **5. Mobility**

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

### **6. Compensation Structure / Salary components**

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

### **7. Increments and Promotions**

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

### **8. Alternative Occupation / Employment**

Either during the period of your traineeship or during the period of your employment as a



confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

## **9. Confidentiality Agreement**

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

## **10. Service Agreement**

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL `50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

## **11. Work in SBWS mode**

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.

## **12. Overseas International Assignment Agreement**

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related



documents pertaining to the international assignment for which you are being placed. In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

### **13. Terms and Conditions**

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

### **14. TATA Code of Conduct**

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

### **15. Notice Period**

Upon your confirmation, this contract of employment is terminable by you by giving 90 days notice in writing to TCSL. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion.

Upon your confirmation, this contract of employment may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

It is understood, agreed and made abundantly clear herein that you shall have to necessarily work during the notice period given by TCSL under this clause, unless you are otherwise relieved by TCSL by giving you payment in lieu of notice.

Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by it at its own discretion having regard to the responsibilities shouldered by you while being in the employment of TCS.

### **16. Retirement**

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

### **17. Pre-employment Medical Certificate**

You are required to submit a Medical Certificate of Fitness (in the format prescribed by





TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

### 18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

### 19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining. If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

### 20. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)



- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :

\*There is no criminal offence registered/pending against you

\*There is no disciplinary case pending against you in the university

- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

\*PAN Card (Permanent Account Number)

\*Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)

\*Passport

\*NSR E-Card

## **21. TCS Xperience Program**

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

## **22. Letter of Appointment**

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

## **23. Rules and Regulations of the Company**

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from



time to time. The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

#### **24. Compliance to all clauses**

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

#### **25. Data Privacy Clause:**

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of overseas deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

**Withdrawal of Offer**

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

**For TATA Consultancy Services Limited**

**Girish V. Nandimath**  
**Global Head Talent Acquisition & AIP**



[Click here](#) or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary  
Annexure 2: List of TCS Xplore Centres  
Annexure 3: Confidentiality and IP Terms



## GROSS SALARY SHEET

Annexure 1

|                       |                                          |
|-----------------------|------------------------------------------|
| <b>Name</b>           | <b>MOHAN L</b>                           |
| <b>Designation</b>    | <b>Assistant System Engineer-Trainee</b> |
| <b>Institute Name</b> | <b>Others</b>                            |

Table 1: Compensation Details (All Components in INR)

| <b>Component Category</b>             | <b>Monthly</b> | <b>Annual</b>      |
|---------------------------------------|----------------|--------------------|
| <b>1) Fixed Compensation</b>          |                |                    |
| Basic Salary                          | 14,784         | 1,77,408           |
| Bouquet Of Benefits #                 | 7,646          | 91,752             |
| <b>2) Performance Pay**</b>           |                |                    |
| Monthly Performance Pay               | 1,700          | 20,400             |
| Quarterly Variable Allowance*         | 600            | 7,200              |
| <b>3) City Allowance</b>              | 200            | 2,400              |
| <b>4) Annual Components/Retirals</b>  |                |                    |
| Health Insurance***                   | NA             | 7,900              |
| Provident Fund                        | 1,774          | 21,289             |
| Gratuity                              | 711            | 8,533              |
| Total of Annual Components & Retirals | 2,485          | 37,722             |
| <b>TOTAL GROSS</b>                    | <b>27,415</b>  | <b>350000</b>      |
| <b>Xplore/ Learning Incentive****</b> |                | <b>Upto 60,000</b> |

# Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

\* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

\*\*The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

\*\*\* For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

\*\*\*\* Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

| <b>Component Category</b>        | <b>Monthly</b> | <b>Annual</b> |
|----------------------------------|----------------|---------------|
| House Rent Allowance             | 5,914          | 70,968        |
| Leave Travel Assistance          | 1,232          | 14,784        |
| Food Card                        | 500            | 6,000         |
| <b>GROSS BOUQUET OF BENEFITS</b> | <b>7,646</b>   | <b>91,752</b> |





## Annexure

|                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                       |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Ahmedabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Garima Park, IT/ITES SEZ, Plot # 41,<br>Gandhinagar - 382007                                                                                                                                                                                 | <b>Bangalore</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Gate 1, No 42, Think campus, Electronic City phase II,<br>Bangalore - 560100, Karnataka                                                                                           |
| <b>BUBANESHWAR</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Training Lab Venue: Barabati, IRC Block, Ground Floor,<br>Tata Consultancy Services Limited, (UNIT-II) - BARBATI<br>SEZ, IT/ITES - SPECIAL ECONOMIC ZONE (SEZ), PLOT NO.<br>35, CHANDAKA INDUSTRIAL ESTATE, PATIA,<br>Bhubaneswar - 751024 | <b>Chennai</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>415/21-24, Kumaran Nagar, Old Mahabalipuram Rd,<br>TNHB, Sholinganallur, Chennai, Tamil Nadu 600119                                                                                 |
| <b>DELHI – Gurgaon</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Block C, Kings Canyon, ASF Insignia, Gurgaon -<br>Faridabad Road, Gawal Pahari, Gurgaon - 122003,<br>Haryana                                                                                                                           | <b>DELHI – Noida</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. A-44 & A-45, Ground, 1st to 5th Floor & 10th<br>floor, Galaxy Business Park, Block - C & D, Sector - 62,<br>Noida - 201 309, UP                                      |
| <b>Guwahati</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>5th Floor, NEDFi House, G.S. Road, Dispur, Guwahati -<br>781006, Assam                                                                                                                                                                        | <b>Hyderabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Q City, Nanakramguda, Hyderabad                                                                                                                                                   |
| <b>INDORE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor,<br>Village Tigariya Badshah & Bada Bangarde, Tehsil<br>Hatod, Indore - 452018,<br>Madhya Pradesh                                                                                           | <b>KOLKATA</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Ecospace 1B building, 2nd Floor, Plot - IIF/12, New<br>Town, Rajarhat, Kolkata - 700160, West Bengal OR<br>Auditorium, 2nd Floor, Wanderers Building, Delta Park -<br>Lords |
| <b>KOCHI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>TCS centre, Infopark Road Infopark Campus, Infopark,<br>Kakkanad, Kerala 682042                                                                                                                                                                  | <b>MUMBAI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Yantra Park, Pokharan Road Number 2, TCS Approach<br>Rd, Thane, West, Thane, Maharashtra 400606                                                                                      |
| <b>NAGPUR</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,                                                                                                                                                                                         | <b>PUNE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park,<br>Hinjewadi Phase III, Pune - 411057, Maharashtra                                                                               |
| <b>Trivandrum</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Peepul Park, Technopark Campus, Kariyavattom P.O,<br>Trivandrum - 695581, India                                                                                                                                                             |                                                                                                                                                                                                                                                       |



## Annexure

### Confidentiality and IP Terms and Conditions

#### 1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.



## **2. Associate's Obligations**

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

## **3. Intellectual Property Rights**

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filing or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.





#### **4. Prior knowledge**

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

#### **5. Use of third party material**

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

#### **6. Security policies and Guidelines.**

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

#### **7. Working in SBWS Framework:**

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.



(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

## **8. Restriction on Associate's Rights**

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

## **9. No License**

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.



## 10. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

## 11. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay or omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.



(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.



**Offer: Computer Consultancy**

**Ref: TCSL/DT20228278616/Bangalore**

**Date: 8/9/2022**

Dear MOHIT VAISHNAV

**Sub: Letter of Offer**

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade **Y**. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be **350000/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year. Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &



Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

## **COMPENSATION AND BENEFITS**

### **BASIC SALARY**

You will be eligible for a basic salary of `14,784/- per month.

### **BOUQUET OF BENEFITS (BoB)**

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

#### **1. House Rent Allowance (HRA)**

Your HRA will be `5,914/- per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

#### **2. Leave Travel Allowance**

You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

#### **3. Food Card**

You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias. As per the Pre-Defined structure you will be eligible for a Food Card with an amount of `500/- being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.





## **PERFORMANCE PAY**

### **Monthly Performance Pay**

You will receive a monthly performance pay of `1,700/-. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

### **Quarterly Variable Allowance**

Your variable allowance will be `600/- per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

## **CITY ALLOWANCE**

You will be eligible for a City Allowance of `200/- per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

## **XPLORE/ LEARNING INCENTIVES**

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

## **OTHER BENEFITS**

### **Health Insurance Scheme**

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:



## **1. Basic Cover**

i. Entitlement - Includes domiciliary expenses up to `6,000/- per insured person per annum and basic hospitalization expenses up to `2,00,000/- per insured person per annum.

ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

## **2. Higher Hospitalisation**

Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

i. Entitlement - You and your enrolled dependants will be entitled for `12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

## **Maternity Leave**

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

## **Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)**

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of `250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

## **Loans**

You will be eligible for loans, as per TCSL's loan policy.

## **Professional Memberships**

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.





## **RETIRALS**

### **Provident Fund**

You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

### **Gratuity**

You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

## **TERMS AND CONDITIONS**

### **1. Aggregate Percentage Requirements**

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

### **2. Pre requisites for Joining**

To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.



### **3. Training Period**

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

### **4. Working Hours**

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

### **5. Mobility**

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

### **6. Compensation Structure / Salary components**

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

### **7. Increments and Promotions**

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

### **8. Alternative Occupation / Employment**

Either during the period of your traineeship or during the period of your employment as a



confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

## **9. Confidentiality Agreement**

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

## **10. Service Agreement**

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL `50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

## **11. Work in SBWS mode**

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.

## **12. Overseas International Assignment Agreement**

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related



documents pertaining to the international assignment for which you are being placed. In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

### **13. Terms and Conditions**

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

### **14. TATA Code of Conduct**

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

### **15. Notice Period**

Upon your confirmation, this contract of employment is terminable by you by giving 90 days notice in writing to TCSL. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion.

Upon your confirmation, this contract of employment may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

It is understood, agreed and made abundantly clear herein that you shall have to necessarily work during the notice period given by TCSL under this clause, unless you are otherwise relieved by TCSL by giving you payment in lieu of notice.

Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by it at its own discretion having regard to the responsibilities shouldered by you while being in the employment of TCS.

### **16. Retirement**

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

### **17. Pre-employment Medical Certificate**

You are required to submit a Medical Certificate of Fitness (in the format prescribed by





TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

## 18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

## 19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining. If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

## 20. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)



- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :

\*There is no criminal offence registered/pending against you

\*There is no disciplinary case pending against you in the university

- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

\*PAN Card (Permanent Account Number)

\*Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)

\*Passport

\*NSR E-Card

## **21. TCS Xperience Program**

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

## **22. Letter of Appointment**

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

## **23. Rules and Regulations of the Company**

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from



time to time. The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

#### **24. Compliance to all clauses**

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

#### **25. Data Privacy Clause:**

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of overseas deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

**Withdrawal of Offer**

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

**For TATA Consultancy Services Limited**

**Girish V. Nandimath**  
**Global Head Talent Acquisition & AIP**



[Click here](#) or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary  
Annexure 2: List of TCS Xplore Centres  
Annexure 3: Confidentiality and IP Terms





## GROSS SALARY SHEET

Annexure 1

|                       |                                          |
|-----------------------|------------------------------------------|
| <b>Name</b>           | <b>MOHIT<br/>VAISHN<br/>AV</b>           |
| <b>Designation</b>    | <b>Assistant System Engineer-Trainee</b> |
| <b>Institute Name</b> | <b>Others</b>                            |

Table 1: Compensation Details (All Components in INR)

| <b>Component Category</b>             | <b>Monthly</b> | <b>Annual</b>      |
|---------------------------------------|----------------|--------------------|
| <b>1) Fixed Compensation</b>          |                |                    |
| Basic Salary                          | 14,784         | 1,77,408           |
| Bouquet Of Benefits #                 | 7,646          | 91,752             |
| <b>2) Performance Pay**</b>           |                |                    |
| Monthly Performance Pay               | 1,700          | 20,400             |
| Quarterly Variable Allowance*         | 600            | 7,200              |
| <b>3) City Allowance</b>              | 200            | 2,400              |
| <b>4) Annual Components/Retirals</b>  |                |                    |
| Health Insurance***                   | NA             | 7,900              |
| Provident Fund                        | 1,774          | 21,289             |
| Gratuity                              | 711            | 8,533              |
| Total of Annual Components & Retirals | 2,485          | 37,722             |
| <b>TOTAL GROSS</b>                    | <b>27,415</b>  | <b>350000</b>      |
| <b>Xplore/ Learning Incentive****</b> |                | <b>Upto 60,000</b> |

# Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

\* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

\*\*The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

\*\*\* For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

\*\*\*\* Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

| <b>Component Category</b>        | <b>Monthly</b> | <b>Annual</b> |
|----------------------------------|----------------|---------------|
| House Rent Allowance             | 5,914          | 70,968        |
| Leave Travel Assistance          | 1,232          | 14,784        |
| Food Card                        | 500            | 6,000         |
| <b>GROSS BOUQUET OF BENEFITS</b> | <b>7,646</b>   | <b>91,752</b> |



## Annexure

|                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                       |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Ahmedabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Garima Park, IT/ITES SEZ, Plot # 41,<br>Gandhinagar - 382007                                                                                                                                                                                 | <b>Bangalore</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Gate 1, No 42, Think campus, Electronic City phase II,<br>Bangalore - 560100, Karnataka                                                                                           |
| <b>BUBANESHWAR</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Training Lab Venue: Barabati, IRC Block, Ground Floor,<br>Tata Consultancy Services Limited, (UNIT-II) - BARBATI<br>SEZ, IT/ITES - SPECIAL ECONOMIC ZONE (SEZ), PLOT NO.<br>35, CHANDAKA INDUSTRIAL ESTATE, PATIA,<br>Bhubaneswar - 751024 | <b>Chennai</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>415/21-24, Kumaran Nagar, Old Mahabalipuram Rd,<br>TNHB, Sholinganallur, Chennai, Tamil Nadu 600119                                                                                 |
| <b>DELHI – Gurgaon</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Block C, Kings Canyon, ASF Insignia, Gurgaon -<br>Faridabad Road, Gawal Pahari, Gurgaon - 122003,<br>Haryana                                                                                                                           | <b>DELHI – Noida</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. A-44 & A-45, Ground, 1st to 5th Floor & 10th<br>floor, Galaxy Business Park, Block - C & D, Sector - 62,<br>Noida - 201 309, UP                                      |
| <b>Guwahati</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>5th Floor, NEDFi House, G.S. Road, Dispur, Guwahati -<br>781006, Assam                                                                                                                                                                        | <b>Hyderabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Q City, Nanakramguda, Hyderabad                                                                                                                                                   |
| <b>INDORE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor,<br>Village Tigariya Badshah & Bada Bangarde, Tehsil<br>Hatod, Indore - 452018,<br>Madhya Pradesh                                                                                           | <b>KOLKATA</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Ecospace 1B building, 2nd Floor, Plot - IIF/12, New<br>Town, Rajarhat, Kolkata - 700160, West Bengal OR<br>Auditorium, 2nd Floor, Wanderers Building, Delta Park -<br>Lords |
| <b>KOCHI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>TCS centre, Infopark Road Infopark Campus, Infopark,<br>Kakkanad, Kerala 682042                                                                                                                                                                  | <b>MUMBAI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Yantra Park, Pokharan Road Number 2, TCS Approach<br>Rd, Thane, West, Thane, Maharashtra 400606                                                                                      |
| <b>NAGPUR</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,                                                                                                                                                                                         | <b>PUNE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park,<br>Hinjewadi Phase III, Pune - 411057, Maharashtra                                                                               |
| <b>Trivandrum</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Peepul Park, Technopark Campus, Kariyavattom P.O,<br>Trivandrum - 695581, India                                                                                                                                                             |                                                                                                                                                                                                                                                       |



## Annexure

### Confidentiality and IP Terms and Conditions

#### 1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.



## **2. Associate's Obligations**

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

## **3. Intellectual Property Rights**

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filing or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.





#### **4. Prior knowledge**

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

#### **5. Use of third party material**

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

#### **6. Security policies and Guidelines.**

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

#### **7. Working in SBWS Framework:**

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.



(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

## **8. Restriction on Associate's Rights**

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

## **9. No License**

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.



## 10. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

## 11. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay or omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.



(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.





**Deloitte Tax Services India Private Limited**  
**Deloitte Tower Survey No. 41 Gachibowli Village, Ranga**  
**Reddy District, CIRCLE 3, Hyderabad - 500032, Telangana,**  
**India**

**Tel: +91 040 67621000**

**www.deloitte.com**

**MOHITHA V**

**Subject: Offer of Employment Dear**

**MOHITHA V**

On behalf of **Deloitte Tax Services India Private Limited** (the "Employer" or "Company"), I am pleased to confirm our offer of employment to you as **Tax Consultant I** based in **Hyderabad**.

We extend this offer, and the opportunity it represents, with great confidence in your abilities. You have made a very favorable impression with everyone you met and we are excited with the prospect of you joining our organization on **November 13, 2022**. Your immediate manager will communicate details of your role and work responsibilities in the initial weeks of your joining the Employer. During your employment, the Company may require you to work on any project that you are assigned to, on any technical platforms/skills and nature of the project, in differentiated work timing, at designated work space and location as may be decided by the company.

As part of your annual compensation, you will receive a Total Salary of **Rs. 760000/-** and, will be eligible for a performance linked variable bonus. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount could vary depending upon the business and individual performance each fiscal year and, in some situations, could exceed the payout range indicated. Any amounts paid will be subject to statutory and other deductions as per Employer policies and practices. The details of your compensation breakdown are provided in the attached Annexure A.

As an incentive to join the Company, you are eligible to receive a joining bonus of **Rs./₹ 100,000/-** subject to your reporting for full-time employment on **November 13, 2022**. This amount will attract applicable taxes and will be processed as part of your first month's payroll. You will have an obligation to repay the entire amount of your joining bonus if you resign your position or are terminated for cause by the Company within **12 months** of your start date.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

Your employment with us will be governed by the Terms and Conditions as detailed in **Annexure B**, as well as any and all rules, regulations, guidelines, policies and practices of the Employer, which may be amended from time to time. Deloitte LLP and its U.S.-based subsidiaries (the "Deloitte U.S. Firms") requires their employees to make the necessary representations regarding independence and other matters. Because the Employer is an Indian subsidiary of Deloitte LLP, we must also comply with these independence requirements. Accordingly, this offer is conditional upon you agreeing to make such representations under the Employer's Independence Representations requirements, as further explained in **Annexure B**.

Your compensation details are confidential, and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization. We would like you to join the Employer on **November 13, 2022**, or an alternative mutually agreed upon date.

This offer letter, together with the Annexures described herein, and the Non-Disclosure, Non Solicit and Intellectual Property Rights Assignment Agreement, the Information Security Policy (which you are required to sign upon joining), constitute the entire agreement between the parties with respect to the subject matter of this offer, and supersedes all other previous or contemporaneous oral or written representations, understandings or agreements relating to the subject matter of this offer between you and the Employer or its affiliates.

In compliance with applicable laws, Deloitte India (Offices of the US) provides its professionals with home pick-up and drop transport services within **pre-defined** boundary if their shift timings are between 8:30 p.m. - 6:00 a.m. in Hyderabad, 9:00 p.m. - 6:00 a.m. in Mumbai, Pune; 7:00 p.m. - 6:00 a.m. in Gurugram, 8:00 p.m. - 6:00 a.m. in Bengaluru, Chennai, and Kolkata.

This letter and **Deloitte Tax Services India Private Limited** employment application are intended to be final. To accept the offer and the terms of this letter, please sign below in the space provided within three business days.

**R**, everyone you have interviewed with joins me in extending to you congratulations and warm regards. We look forward to you joining our team.

Sincerely,

**For Deloitte Tax Services India Private Limited** Best regards,

DocuSigned by:  
*Pooja Madhani*  
2B8F65B8ECE5489...

By: \_\_\_\_\_  
Signature

**Authorized Signatory**

**Acceptance**

I, **R**, hereby accept the terms and conditions of this employment offer.

Please sign and date your Acceptance

**Annexure A**

**Tax Consultant I -**

| Description                              | Monthly (Rs. per month) | Annual (Rs. per Annum) |
|------------------------------------------|-------------------------|------------------------|
| Basic Pay                                | 20,000                  | 240,000                |
| House Rent Allowance (HRA)               | 10,000                  | 130,000                |
| Special Allowance <sup>1a &amp; 1b</sup> | 16,100                  | 193,200                |
| Leave Travel Allowance <sup>2</sup>      | 2,166                   | 26,000                 |
| Differential Allowance                   | 6,691                   | 80,633                 |
| Meal Card <sup>3</sup>                   | 2,200                   | 26,400                 |
| Employer's contribution to PF            | 2,300                   | 27,600                 |
| Total Salary (in Rs.)                    | 59,457                  | 760000                 |

|                                        |                                                                                                                                                                                                            |               |
|----------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|
| Variable Bonus*                        | You are eligible for a performance linked variable bonus. It will be paid out at the end of the fiscal year, as applicable and on the basis of your individual performance and performance of the business |               |
| Medical Insurance Premium <sup>4</sup> | <b>3,014</b>                                                                                                                                                                                               | <b>36,167</b> |

\*The Variable Bonus will vary, primarily based on your individual performance and the performance of the business, during the Employer's fiscal year which is June through May. Your performance will be formally assessed as a part of the Employer Performance Review Cycle Process. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount will vary depending upon the business and individual performance and in some circumstances, could exceed the payout range indicated. The performance of all the employees who have joined the Employer prior to March 1st will be assessed for the fiscal year ending in May. The disbursement of a Variable Bonus, if applicable, is subject to you being active on the rolls of the Employer, during the Annual Incentive Program payout cKARTHIKRAJ Kcycle for the fiscal year. For employees joining during the period March 1st to May 30th, a prorated Variable Bonus, if applicable, will be based on the first year-end review ratings in the subsequent year and paid during the Annual Incentive Program payout cycle of that year. The Variable Bonus will not be paid in the event of termination of employment for any reason on or before the disbursement time. The application and interpretation of, and any determinations related to, the Variable Bonus is at the sole discretion of Employer. Employer may amend or terminate the Variable Bonus at any time. All compensation and benefits are based on employee's position with the Employer in India.

Contd/-....

Annexure A<sup>1</sup>

All employees may claim tax exemption, subject to tax rules from time to time, from their Special Allowance component, expenses incurred towards communication and Driver / Fuel & Maintenance Expenses as per eligibility mentioned below:

**Employee Level - Tax Consultant I***1a**Communication Expenses*

*Only one Post paid mobile, one Land Phone and One internet connection bill(s) can be claimed.*

*1b**Fuel Expenses*

*Petrol / Driver / Insurance / Repairs & Maintenance*

**Rs./₹ 3,000/-** per month**Rs./₹ 7,500/-** per month

<sup>1a</sup> The internet/telephone/mobile bills should be in the Employee's name.

<sup>1b</sup>

For claiming vehicle running expenses (Driver / Fuel / Repairs & Maintenance expenses) the vehicle has to be in the name of the Employee and the current tax rules are as under. The above limits will be applicable for all those who are on company car lease program and the below limits will apply for all those who are on self-owned car. In case of company leased car, taxability would be as per the current perquisite valuation rules.

| Nature of Expenses | Own Vehicle –Maximum Tax exemption limit per month |           |                |
|--------------------|----------------------------------------------------|-----------|----------------|
|                    | 4 Wheelers (Engine Capacity)                       |           |                |
|                    | <= 1600 cc                                         | > 1600 cc | Two Wheelers   |
| Fuel & Maintenance | Rs. 1,800                                          | Rs. 2,400 | Rs. 900        |
| Driver's Salary    | Rs. 900                                            | Rs. 900   | Not applicable |

All employees at and above **Senior Staff** are eligible for the company car lease program. If you choose to avail of this benefit, the amount towards lease rental will be paid by the firm on your behalf to the leasing company and your compensation structure will be adjusted accordingly. A revised letter with the new compensation structure will be issued that will supersede this letter for all practical purposes.

<sup>2</sup>

The Leave Travel Allowance (LTA) will be paid on a monthly basis as an allowance with tax deducted at source. If you choose to avail the tax benefit on LTA, you should submit proof of expenses incurred by you for Self and / your immediate dependents. The taxability or otherwise of LTA will be as per the Income Tax Act 1961, details of which will form part of the LTA Form.

3 Meal Card amount will be credited at the start of each month and for the first month (For New Hires) prorated amount will be processed as part of payroll. If not collected, it will be processed as a taxable amount with the salary.

4 Annual Floating Medical Insurance Coverage for self and **6 dependents** is being paid by the Employer on your behalf. The premium amount is subject to change every year post renewal of insurance policy. In case you opt for an enhancement of the coverage limit, the additional premium will be adjusted accordingly from the special allowance.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

You may also be eligible to either a One-time Stipend or a temporary lodging basis joining the registered office location, you will receive a survey from Deloitte prior to your joining.

You may select the best option for availing the relocation assistance. If an employee who has availed this reimbursement decides to quit within 18 months from the date of relocation claim for whatever reason, the relocation reimbursement paid to the employee will be recovered in full, from the employee's full and final settlement.

By joining the Company, you will become a member under the 'Deloitte USI Employees Welfare Trust' and may be required to make a nominal contribution as a member.

Original bills towards the above components should be submitted during the Income Tax fiscal period evidencing the expenditure to get Income Tax exemption, failing which the same will attract applicable Income Tax.

Submission of false, tampered or altered bills as proof of expense for any of the above components will result in disciplinary action including termination of employment.

**Your compensation above is subject to income tax deduction per rules and guidelines prescribed under the prevailing tax laws. This may change from time to time in line with the amendments done in tax laws.**



**Hyderabad**

## **Annexure B**

### **Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement ("Employment Agreement")**

In consideration of my employment by **Deloitte Tax Services India Private Limited**, an Employer incorporated under the provisions of the Companies Act, 1956 and having its registered office **Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District, CIRCLE 3, Hyderabad - 500032, Telangana, India** (the "Employer") as **Tax Consultant I** - and other valuable consideration, I acknowledge and agree that:

#### **PRELIMINARY MATTERS**

**1. Defined Terms.** The italicized terms in this agreement (the "Employment Agreement") are defined in **Exhibit A** hereto.

**2. Pre-existing Agreements or Arrangements.** I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Agreements or Arrangements*. The Employer expects me to abide by all restrictions or obligations that are contained in such Preexisting Agreements or Arrangements and to avoid involvement, while employed by the Employer, in any matter that could pose a conflict as a result of confidential information or intellectual property obtained by me prior to my *Employment*. I further represent that none of these restrictions or obligations, including those set forth in any non-compete agreements with prior employers, is inconsistent with my acceptance of the Employer's offer of *Employment* or my becoming, and serving as, **Tax Consultant I** of the Employer. To the extent applicable and if I am joining the Employer after having served as an employee or official of the United States Government, I further represent that: (1) I have disclosed my prior participation, if any, in any discussions or negotiations with, or decisions to award contracts to, the Deloitte U.S. Firms while I was employed by the United States Government; and (2) I had either recused myself or had not played an active role in the applicable United States Government agency's decision to award any contracts to the Deloitte U.S. Firms while I was employed by the United States Government.

#### **PROTECTION OF OUR BUSINESS**

**3. Reporting of Proceedings.** Except as provided by law and except as I have disclosed in writing on **Exhibit C** to this Agreement, I represent and warrant that I have no *Proceedings* to report. Should I become a subject of any *Proceedings* during my association with the Employer, I agree to immediately report, in writing, all relevant facts to the Chief Talent Officer

of Deloitte LLP, the Regional Talent Director of the Employer, and the Chief Ethics and Compliance Officer of Deloitte LLP. I understand that my responses are subject to audit and review by the Employer and others in accordance with applicable professional, ethical, legal, or Employer requirements, rules, regulations, policies, or practices, or other requests.

**4. Confidentiality.** I acknowledge that, by virtue of my *Employment*, I will acquire and be exposed to, have access to, make use of and/or create *Confidential Information*. Therefore, I agree to hold in trust and confidence all such *Confidential Information*. I will neither disclose any such *Confidential Information* to anyone outside a *Deloitte Entity* without the prior written approval of an *Authorized Signatory*, except as required by my authorized duties for the Employer, nor use any such *Confidential Information* for any purpose other than for the benefit of a *Deloitte Entity*.

**5. Third Party Information and Property.** I agree that during my *Employment*, I shall not use or disclose any confidential information or intellectual property of any former employer or other person or entity without the prior written authorization of such employer, person or entity and the prior written consent of an *Authorized Signatory*. If I were to use or disclose any such Confidential Information or Intellectual Property without prior consent, and any of the *Deloitte Entities* become the subject of any claim from a third party regarding such unauthorized use or disclosure, I agree to hold harmless and indemnify the *Deloitte Entities* for any legal defense costs and/or damages related to any such claim.

**6. Authorization.** Only employees of the Employer holding a senior or managerial position with the Employer will be authorized by a specific authorization, delegation, or power of attorney to sign legal documents, representing the Employer. Similarly, only such authorized employees of the Employer may speak about the Employer, the business and plans, various client-related projects etc.

**7. Competing Activities and Conflict of Interest.** During the period of my *Employment* I will not, directly or indirectly, participate in or in any way render services or assistance to any business that is or may be competitive with a *Deloitte Entity*, whether or not for compensation, or engage in any conduct which might result in, or create the appearance of using my position for private gain or other than for the benefit of a *Deloitte Entity*, or otherwise create a conflict, or the appearance of a conflict, of interest with a *Deloitte Entity*. Such conduct shall include, but not be limited to, having an undisclosed financial interest in any vendor or supplier of a *Deloitte Entity*, accepting payments of any kind or gifts other than of a nominal value from vendors, clients or suppliers, or having an undisclosed relationship with a family member or other individual who is employed or associated with any entity in active or potential competition with a *Deloitte Entity*, and which creates a conflict of interest. I represent and warrant that I am not currently aware of any present or past violation of this provision.

**8. Authorization to Access Systems and Electronic Communications and use of Deloitte Property.** I understand that while employed with a *Deloitte Entity*, I will use and have access to the Systems. I also acknowledge that a *Deloitte Entity* has the right at any time to access, retrieve, delete, monitor, examine, use and/or disclose my Electronic Communications and information from (or about) me and the content, without notice to me, and that such *Electronic Communications* are considered part of a *Deloitte Entity's* business and client records and are not to be considered private or personal to me or any other *Personnel*. I further acknowledge that this right extends to *Electronic Communications* transmitted for either a business or personal purpose.

I agree that I am authorized to access the *Systems* only for approved business purposes and occasional personal use if such use does not interfere with my work responsibilities and other required business activities, business operations, or *Systems* performance. However, I also acknowledge that such occasional personal use does not create an expectation of privacy as to any of my personal *Electronic Communications* and, as such, are *Deloitte Property*.

I further acknowledge that I am not authorized to use the *Systems* for personal gain or any illegal or unethical use. I agree that under no circumstances am I authorized to access any of the *Systems* for the purpose of obtaining *Deloitte Property* for a competitor of a *Deloitte Entity*, transmitting *Deloitte Property* to me (e.g., emailing *Confidential Information* to my personal email address) or to a third party for purposes other than furthering the business objectives of a *Deloitte Entity*. I am not authorized to download a *Deloitte Entity's Confidential Information* or other *Deloitte Property* to removable media such as a CD Rom, disk or thumb drive other than as authorized for furthering the business objectives of a *Deloitte Entity*.

I will be responsible for the safe keeping and return in good condition and order of all the *Deloitte Property* that may be in my use, custody, care or charge. For the loss of any *Deloitte Property* in my possession or custody or for which I have been assigned responsibility, the Employer will have a right to assess on its own basis and recover from me, the damages in respect of such materials (out of the amounts due to me or otherwise) and to take such other legal action as it deems appropriate including termination of my employment without notice or payment in lieu thereof in the event of my failure to account for such material or property to its satisfaction.

**9. Security.** I am provided with a worktable and lockable storage space. I will ensure they are locked when unattended and understand that a duplicate key will only be provided if I sign for it. I am required to display my identity card to the appropriate security personnel on demand and at all times within the office premises.

#### **10. Ownership of Works.**

a. I agree that the Employer owns all rights, title and interest in and to all *Works*.

- b. I agree that all *Works* are deemed works made for hire under India copyright or applicable laws or equivalent laws of any applicable foreign jurisdiction, and all *Intellectual Property Rights* therein vest automatically in the Employer upon creation of the *Works*. I agree that, to the extent any *Work* is held not to be a work made for hire, I hereby irrevocably assign all *Intellectual*

*Property Rights* in the *Work* to the Employer. Notwithstanding anything contained in Section 19(4) of the Indian Copyright Act, 1957, I agree that such assignment shall continue to be in force for perpetuity irrespective of whether or not the Employer exercises its rights as the assignee for any period of time.

- c. I will at all times, even after termination of my *Employment*, do whatever the Employer reasonably requests of me, at the Employer's expense, to document the assignment of any *Works* to the Employer or to assist the Employer in pursuing, renewing, extending or assigning any *Intellectual Property Rights*, and otherwise perfecting, protecting and enforcing said *Intellectual Property Rights* in, any *Works*. I agree that, as between me and the Employer, the Employer shall be the sole author, inventor, and owner of all such *Works* and *Intellectual Property Rights* therein throughout the world, and that the Employer shall have the sole right to seek copyright registrations, patents or trademark registrations, including all extensions and renewals thereof. I also hereby agree that I waive all moral rights in any *Works*.

I also agree to assign all my right, title and interest in and to any particular *Works* to a third party as directed by the Employer.

In the event the Employer is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraphs, I hereby irrevocably designate and appoint the Employer and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and in my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraphs with the same legal force and effect as if executed by me. I hereby waive any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any *Works* assigned hereunder to the Employer.

- d. During a 12 month period after termination of my *Employment*, I agree that any *Intellectual Property* I create or conceive that results from and is related to any work assigned to or performed by me for the Employer, or that was created using *Deloitte Property*, is a *Work* that is subject to Paragraph 10 (b) above. For purposes of clarification, the foregoing provision is in addition to, and not in limitation of, any rights and remedies the Employer may have under the applicable laws protecting *Intellectual Property* of the *Deloitte Entities*.

- e. I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Employer) of all *Works* developed by me during the period of my employment with the Employer, which records shall be available to and remain the sole property of the Employer at all times.

**11. Pre-existing Creations; Personal Creations.** My obligations in Paragraph 10 do not apply to *Pre-existing Creations* and *Personal Creations*. I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Creations*. I acknowledge and agree that I will not assert any ownership rights against the *Deloitte Entities*, or their respective clients, with respect to any *Pre-existing Creations* unless they appear on **Exhibit B**, and **Exhibit B** has been accepted and agreed to by an *Authorized Signatory* who has signed at the bottom of such **Exhibit B**. I further agree that I shall not use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment* without the prior written consent of an *Authorized Signatory*. To the extent that I use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment*, I agree that, except as otherwise provided in a written agreement executed by me and the Employer, I hereby grant to the Employer an irrevocable, royalty free, perpetual, fully paid up, transferable, sub-licensable license to use, reproduce, distribute, display, perform, modify and create derivative works of and otherwise exploit such *Pre-existing Creations* or *Personal Creations* for any purpose including, but not limited to, client engagements.

**12. Post- Employment Restrictions re: Clients.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or serving of certain clients related to my work for a *Deloitte Entity* would necessarily involve the unauthorized use or disclosure of *Confidential Information*, and the proprietary relationships and goodwill of the *Deloitte Entities*, and, in the case of my serving of certain clients, could compromise the full compliance of the Employer or another *Deloitte Entity* with the applicable laws, rules and regulations of a U.S. or India regulatory body or other independence-related requirement of a regulatory body. Accordingly, during the period of my *Employment* and for a period of one year thereafter, I will not, directly or indirectly, solicit or provide services to any existing client of a *Deloitte Entity* with which I had personal contact and provided services during the two-year period prior to termination of my *Employment*.

**13. Exceptions to Post- Employment Restrictions re: Clients.** I understand that the obligations of Paragraph 12 will not apply for a period of three (3) years after my start date or the date of my promotion or transfer to clients of a *Deloitte Entity* and/or certain specified kinds of services rendered to such clients that meet all of the following criteria: (a) are personal clients of mine who came to a *Deloitte Entity* solely to avail themselves of certain specified kinds of services rendered by me and only as a result of my own independent recruitment efforts, which a *Deloitte Entity* neither subsidized nor otherwise financially supported as part of a program of client development, (b) are listed on **Exhibit D** expressly by name with respect to client and with sufficient specificity with respect to the kinds of service(s) that I will be permitted to render, and (c) are

accepted and agreed to as to their listing on **Exhibit D** by an *Authorized Signatory* who has signed at the bottom of such Exhibit. I agree that after a period of three (3) years from my start date or the date of my promotion or transfer the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on **Exhibit D** to support the application of the obligations of Paragraph 12 to those clients.

**14. Future Employment with Clients.** Except as otherwise provided herein, I understand that I am not prohibited from accepting employment with a client (or an affiliate of such client) of a *Deloitte Entity*. Before entering into substantive discussions with an *Attest Client* regarding any employment opportunity, I acknowledge and agree that during my *Employment* and for five years thereafter I must first notify *Independence* and obtain prior written approval from *Independence*. I acknowledge and understand that it is the intent of the Employer to interpret and apply this provision (a) in an effort to ensure the full compliance of the *Deloitte Entities* with applicable U.S. and India laws, rules, and regulations; (b) to serve the public interest; and (c) to protect the legitimate interests of the *Deloitte Entities* or their respective *Attest Clients* under applicable U.S. or India laws, rules and regulations in a manner that is no greater than is reasonably necessary to protect such interests and without being unduly harsh and oppressive to me and my interests in future employment with an *Attest Client*. Further, I acknowledge and agree that because of, among other things, the importance of the *Deloitte Entities* remaining in compliance with applicable independence rules, such approval may be withheld by *Independence* in the event that my employment with an *Attest Client* would, in the view of Deloitte LLP, be inconsistent with applicable laws, rules and regulations or jeopardize the independence of a *Deloitte Entity* with respect to such *Attest Client*.

**15. Restrictions re: Personnel and Contractors.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or hiring or of any of its *Personnel* or contractors of the *Deloitte Entities*, or my participation in their hiring, admission or retention, would necessarily involve the unauthorized use or disclosure of *Confidential Information* or the proprietary relationships and goodwill of the *Deloitte Entities*. Accordingly, during my *Employment* and for one year thereafter, I will not, directly or indirectly, (a) solicit or attempt to solicit, or participate in the solicitation of or any attempt to solicit any *Personnel* to leave a *Deloitte Entity*, or to join any firm or business with which I may be or become affiliated; (b) participate in the hiring or admission of any *Personnel*; or (c) cause a contractor of a *Deloitte Entity* to cease providing services to, with, or on behalf of the *Deloitte Entity*.

**16. Post- Employment Restrictions re: Deloitte Property.** Upon termination of my *Employment*: (a) I will not use or disclose *Deloitte Property*, including, but not limited to, *Confidential Information* and *Works*, for any purpose; (b) I will not retain or take with me any *Deloitte Property*; (c) I will immediately deliver to a *Deloitte Entity* at any location that it designates, at my expense, within one business day after the termination of my *Employment* or on an alternate date designated by a *Deloitte*

*Entity*, any *Deloitte Property* that I may then or thereafter hold or control; and (d) I agree to allow a *Deloitte Entity* to inspect any of my personal or home computers, including smart phones, tablet computers, or any device, media or location capable of storing electronic data, to determine whether any *Deloitte Property* resides on such computers and to permit a *Deloitte Entity* to remove such *Deloitte Property*.

#### OTHER POST- EMPLOYMENT OBLIGATIONS

**17. Transition of Work and Cooperation.** Upon termination of my *Employment* for any reason, I will cooperate with a *Deloitte Entity* in all matters relating to the completion of pending work and its orderly transfer. I will also cooperate fully with a *Deloitte Entity* in connection with any threat of or actual legal proceeding against a *Deloitte Entity* or any client, customer or licensor of a *Deloitte Entity* arising out of any matter with or of which I had contact or knowledge during my *Employment*.

**18. Notification of Post- Employment Obligations.** I agree that prior to accepting employment or affiliation with another firm or business I will advise such firm or business of my duties and obligations under this Employment Agreement. After my *Employment* ends, I agree that a *Deloitte Entity* shall be permitted to advise any firm or business with which I have accepted an offer of employment or affiliation concerning my duties and obligations under this Employment Agreement.

**19. Certification.** I agree that during or after my *Employment* I will, if requested, provide written certification in such form as the Employer may require that I have complied with my obligations hereunder, including, without limitation, those obligations set forth in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15 and 16 of this Agreement.

#### OUR ENFORCEMENT RIGHTS AND REMEDIES IN THE EVENT OF A BREACH

**20. Equitable Relief and Attorney's Fees.** I acknowledge and agree that a breach of this Employment Agreement, including, but not limited to, a breach of my duties and obligations under the terms and conditions of Paragraphs 4, 5, 7, 8, 9, 10, 12, 14, 15 or 16 would cause irreparable harm to the *Deloitte Entities* and that, in addition to other remedies, the Employer on behalf of itself or another *Deloitte Entity* is entitled to a temporary restraining order, an injunction or other equitable relief to prevent any such breach. I also acknowledge that, to the extent permitted by law, a *Deloitte Entity* will be entitled to the payment of the *Deloitte Entities'* reasonable costs and attorney's fees incurred in enforcing this Employment Agreement. I also acknowledge that, to the extent permitted by law, the Employer may request that a court extend the one year period

following the termination of my *Employment*, as provided in Paragraphs 12 and 15, to correspond with the period that I participated in activities prohibited by Paragraphs 12 and 15.

**21. Liquidated Damages: Client Fees.** I agree that in the event of a breach under Paragraph 12, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

**22. Liquidated Damages: Compensation.** I agree that the precise amount of damages flowing from a breach under Paragraph 15 would be impracticable or extremely difficult to ascertain in an actual amount. Therefore, I agree that in the event of a breach under Paragraph 15, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by or owed to any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

**23. Right of Inspection.** I agree to permit the Employer (or to use my best efforts to enable the Employer) to inspect my books and records (and the books and records of any entity which employs or is associated or affiliated with me), upon request and at reasonable times, to enable the Employer to confirm the calculations described above and to verify compliance with Paragraphs 12 and 15. The Employer shall keep confidential any proprietary information obtained, except as may be necessary or desirable to enable the Employer to enforce its rights under this Employment Agreement and except as may be required by any statute, court or administrative order to decree or government ruling or regulation.

## MISCELLANEOUS

**24. Governing Law; Choice of Forum.** This Employment Agreement is deemed to have been executed in the Employer's office in **Hyderabad, Telangana, India** and will be construed and governed in accordance with the laws of the Republic of India without regard to its conflicts-of-law principles. You agree to submit to jurisdiction before any court of record in which the Employer's office to which you were assigned is located, or in which a breach of this Employment Agreement may occur, at the election of the Employer, and you waive any right to raise questions of personal jurisdiction or venue in any action the Employer may bring against you in any such court. You further agree to accept service of process/summons/legal notice from the Employer when that process/summons/legal notice is either sent to your last known address by certified mail or served by any other means permitted under the law of the jurisdiction in which the Employer may bring an action against you.

**25. Modifications.** My obligations hereunder may not be changed or modified, released, discharged, abandoned or terminated, in whole or in part, except by an instrument in writing signed by an *Authorized Signatory*.

**26. Severability.** Every provision of this Employment Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such term or provision will be enforced to the maximum extent permitted by law and, in any event, such illegality or invalidity shall not affect the validity of the remainder of the Employment Agreement.

**27. Blue-Penciling.** If any court determines that any provision of this Employment Agreement, or any part hereof, or the application of any such provision, or any part hereof, to any person or circumstance is unenforceable or void, such court shall have the power to modify such provision, or any part hereof, to the extent necessary to render it legal and enforceable while preserving its intent, or if such modification is not possible, by substituting therefore another provision that is legal and enforceable and that achieves the same objective.

**28. Waiver.** None of my obligations under this Employment Agreement shall be deemed to have been waived by the Employer except if the giving of such waiver is contained in a written notice given to me and no such waiver shall be deemed to be a waiver of any other or further obligation I have under this Employment Agreement.

**29. Entire Agreement.** This Employment Agreement, the Employer's employment application, the Terms and Conditions of Service issued pursuant to the offer of employment and any documentation employing me or transferring me to the Employer, contain the entire understanding between me and the Employer or any other *Deloitte Entity* with respect to the subject matter hereof and supersedes all prior representations, warranties, and agreements with respect to such subject matter, and no representations, warranties or other covenants exist with respect to such subject matter that are not contained or expressly referred to herein. Notwithstanding the foregoing, any written agreement between a *Deloitte Entity* and me with respect to the subject matter hereof that was signed by me prior to the effective date of this Employment Agreement shall remain valid and enforceable according to the terms of such agreement with respect to all acts and omissions occurring prior to the effective date of this Employment Agreement. In the event of a conflict between this Employment Agreement and the employment application or any other document purporting to set forth terms and conditions of my *Employment*, this Employment Agreement will control.

**30. Transfer and Assignment.** Unless as the Employer shall otherwise determine, the rights, obligations and benefits of the Employer under this Employment Agreement, including but not limited to those rights and benefits relating to my post-Employment obligations set forth in this Paragraph 30 and in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19 and 23 above, are transferred and assigned, in whole or in part (as the Employer shall determine) and without the need for my consent



or the formality of documentation or prescribed processes, to (a) any *Deloitte Entity* in connection with my transfer to that *Deloitte Entity* or (b) any entity that acquires all or a part of the assets or business of the Employer. All provisions of this Employment Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, representatives, successors, and assigns of the Employer and me, and any *Deloitte Entity* to which I may be transferred during my *Employment*, provided, however, none of my duties or obligations under this Employment Agreement may be assigned or transferred by me to any other person or entity without the Employer's prior written approval of such assignment or transfer. Any purported assignments in violation of this Paragraph 30 shall be null and void.

**31. Headings.** The headings contained in this Employment Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Employment Agreement.

I have read the foregoing, understand it, and agree to comply with its terms.

**For Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
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Pooja Madnani

**Talent**

**Authorized Signatory**

Effective as of **November 13, 2022**, I accept all the terms and conditions of the Employer as stipulated in this Employment Agreement.

**A**

The definitions below apply to the italicized terms that appear in the Employment Agreement (including the exhibits):

**Attest Client** – attest client (or an affiliate of such client) of Deloitte & Touche LLP or a *Deloitte Entity*.

**Authorized Signatory** – a director, officer or other person who is authorized to sign on behalf of a *Deloitte Entity*.

**Confidential Information** – any information not generally known to the public, in any *Form*, that (1) relates to the operation of a *Deloitte Entity* or provides the *Deloitte Entities* with a competitive advantage, (2) consists of Personally Identifiable Information (*PII*) or other personal information about *Personnel*, client and other third party personnel, independent contractors, subcontractors, agents, vendors, suppliers or others which the Employer or another *Deloitte Entity* receives in the course of business, and (3) all other information entrusted to the Employer or another *Deloitte Entity* by clients and other third parties. *Confidential Information* includes, but is not limited to, *Intellectual Property*, supplier information, designs, business or marketing plans, forecasts and financial information, tax returns, tax identification numbers, agreements, client or prospective client lists, specific information about clients or prospective clients such as preferences for specific products and services, client or prospective client needs based on financial history and past purchases of services, client or prospective client development plans, specific rates charged to a client or offered to a prospective client and other business or client records. *Confidential Information* also includes, but is not limited to, debit or credit card information, employment applications, organization charts, performance ratings and other personnel records.

**Deloitte Entity** – the Employer, Deloitte LLP, and any corporation, company, partnership, limited liability company or other entity (a) that (i) is owned, directly or indirectly, in whole or in part, by Deloitte LLP (the “Deloitte U.S. Firms”), including but not limited to Deloitte LLP subsidiaries in India, the Deloitte Touche Tohmatsu verein, Deloitte Global Services Limited, Deloitte Global Services Holdings Limited, Deloitte Touche Tohmatsu Limited (“DTTL”) or any member firm of DTTL or affiliate thereof (collectively, the “DTTL Member Firms”) or (ii) controls, is controlled by or is under common control with any of the entities listed in clause (i); or (b) in which any *Personnel* participated on its behalf, or carried out any duties with respect to its affairs. For purposes of this Employment Agreement, the term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract, or otherwise.

**Deloitte Property** – *Confidential Information*, *Systems*, equipment, debit and credit cards issued in connection with my *Employment*, furniture, facilities and any and all other materials owned, licensed or leased by a *Deloitte Entity*, including, without limitation, computerized or electronic information and all copies thereof in any form or media, created by, furnished to, obtained by or prepared by me in the course of my employment in any capacity.

**Deloitte India (Offices of the US)** - The following companies shall be deemed to be the affiliates of each other and are collectively referred to as Deloitte India (Offices of the US): (i) Deloitte Consulting India Private Limited (ii) Deloitte Tax Services India Private Limited (iii) Deloitte Support Services India Private Limited (iv) Deloitte Financial Advisory Services India Private Limited and (v) Deloitte & Touche Assurance & Enterprise Risk Services India Private Limited.

**Electronic Communications** – all text, audio, video, images, information, data, files and attachments created, displayed, sent, received, posted, accessed or stored, whether deleted or not, by means of the *Systems*.

**Employment** – the nature of my relationship with the Employer or a *Deloitte Entity* pursuant to this Employment Agreement. Alternatively, and depending on context, *Employment* is the period of time during which this relationship persists.

**Form** - paper, computer disc, USB drive, website; any other tangible or electronic medium by which information may be stored or accessed; and human memory.

**Independence** – National Office (Independence) of Deloitte LLP.

**Intellectual Property** - works of authorship (including, without limitation, books, articles, data compilations, software and other copyrightable materials), materials, patents, inventions, designs, techniques, methodologies, processes, discoveries, know-how, ideas, trade secrets, moral rights, trademarks and other indicia of origin together with the goodwill therein, and all patent applications, copyright and trademark applications and registrations, and extensions and renewals thereof, throughout the world.

**Intellectual Property Rights** – all rights, title and interest in Intellectual Property.

**PCAOB** – the United States Public Company Accounting Oversight Board.

Off.: Floor 10, Deloitte Tower 1, Survey No. 41, Gachibowli Village, Ranga Reddy District, Hyderabad

**EXHIBIT**

**Personal Creations** – *Intellectual Property* that meet all of the following criteria: (1) it is conceived, developed, and created by me on my own time without using *Deloitte Property* or *Personnel* (during work hours), facilities, *Confidential Information* or *Works* of a *Deloitte Entity*, (2) it is unrelated to the actual or reasonably anticipated business or research and development of a *Deloitte Entity*, and (3) it does not result from any work performed by me and the *Personnel* (during work hours) for a *Deloitte Entity*.

**Personnel** – partners, principals, members, officers and employees of a *Deloitte Entity*.

**PII** – information (excluding business contact information such as an individual's name and one or more of the following: organization name, organizational title, organizational role, business address, business telephone number (including business cell phone number and business email address) relating to an identified or identifiable natural person. An identifiable natural person is a natural person who can be identified, directly or indirectly, by reference to an identification number or factors specific to his or her physical, physiological, mental, economic, cultural or social identity. Set forth below is a non-exclusive list of information that constitutes PII when such information relates to an identified or identifiable natural person:

- Account number (bank account, credit card, etc.)
- Address
- Biometric identifier
- Certificate or license number
- Date of birth
- Government identifiers (such as PAN)
- Name\*
- Personnel Number
- Photograph or video identifiable to an individual
- Vehicle identifier or serial number
- Other information related to an individual that may directly or indirectly identify that individual (e.g., salary, performance rating, purchase history, call history, etc.)

\* Note: When an individual's name is used with PII that is not business contact information, it is included in the definition of PII.

**Pre-existing Agreements or Arrangements** – agreements or arrangements that (1) relate to any *Pre-existing Creations*; or (2) may affect my ability to comply with the requirements of this Employment Agreement, including all contractual and other restrictions or obligations with other parties, including any post-employment restrictions and required notifications to the extent applicable under 18 United States Code §207, CFR 3.104-4, and India laws, rules and regulations that may or will impose limitations on my professional activities during my *Employment* (such as any non-compete agreements with prior employers and the one-year ban on lobbying contacts).

**Pre-existing Creations** – any *Intellectual Property* and *Intellectual Property Rights* that were developed or created by me, alone or with others, or otherwise acquired by me, before the period of my employment in any capacity with the Employer, in which I claim any ownership or right.

**Proceedings** – past or pending (1) actual or threatened claims or complaints of, or arising out of service to, present or former clients, (2) regulatory, self-regulatory, disciplinary, administrative, civil or criminal investigations, inquiries, charges, complaints, actions, sanctions, alternative dispute resolution proceedings, other proceedings or matters (other than criminal proceedings which relate solely to the operation of a motor vehicle) of any kind or nature, in India or any other jurisdiction, against me, including criminal proceedings arising out of my provision of professional services, proceedings brought by a professional association, or proceedings involving the Securities and Exchange Board of India, United States Securities and Exchange Commission or the PCAOB, other professional bodies like the Institute of Chartered Accountants of India or (3) matters of any kind or nature which could adversely affect my association with the Employer or my ability to perform my duties or responsibilities to the Employer, whether set forth in this Employment Agreement or otherwise, or my registration with or licensure by any governmental, quasi-governmental, or other regulatory agency, body or entity, in or outside the United States or India.

**Systems** – the communications systems or any part of such systems that a *Deloitte Entity* owns, licenses or operates and approves for use, including, but not limited to, e-mail, text messaging, Lotus Notes, Deloitte Online (eRoom), instant messaging, local area network, wide area network, Intranet (e.g., DeloitteNet, D Street), Internet, extranet, collaborative tools (e.g., blogs, wikis, etc.), laptop and desktop computers, servers, air cards, Personal Digital Assistants, cell phones, telephones and voicemail.

**Works** – all *Intellectual Property*, in any *Form*, created by me, alone or with others, during the period of my *Employment* that (1) is created within the scope of my *Employment*; (2) relates in any manner to the actual or anticipated business, research, or development of a *Deloitte Entity*; (3) results from any work assigned to or performed by me, alone or with others, for the Employer; or (4) is created with the use of *Deloitte Property*. **B**

**Pre-existing Creations; Pre-existing Agreements or Arrangements**

I understand and agree that the Employer makes no attempt to verify my claim of ownership to any of the *Pre-existing Creations* listed, and makes no admission that any *Pre-existing Creations* listed are owned by me.

[If yes, please enter details below]

Yes, I do have *Pre-existing Creations*,  
*Pre-existing*  
*Agreements or Arrangements*

X No, I do not have *Pre-existing*  
*Creations, Pre-existing Agreements or*  
*Arrangements*

**Title**

**Date**

**Brief Description**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Print)

ACCEPTED AND AGREED TO:

**Deloitte Tax Services India Private  
Limited**

DocuSigned by:

  
2B8F65B8ECE5489...

Pooja Madhani

**Talent**

*Its: Authorized Signatory*

listed pursuant to Paragraphs 2 and 11 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment made in light of Paragraph 2 that *Pre-existing Creations*, if any, are described and explained in sufficient detail so that the likelihood of confusion between the employee's *Pre-existing Creations* and the Intellectual *Property* of a *Deloitte Entity* can be avoided or minimized in the future and further indicates that the *Pre-existing Agreements or Arrangements* have been obtained and reviewed and that the *Authorized Signatory* is satisfied that such *Pre-existing Agreements or Arrangements* will not interfere with the employee's ability to comply with the requirements of this Employment Agreement.

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\_\_\_\_\_  
C

**Proceedings**

**EXHIBIT**

[none, unless otherwise specified]

Yes, I do have *Proceedings* to report

X No, I do not have *Proceedings* to report

My signature below certifies that to the best of my knowledge, the information I have provided above, pursuant to Paragraph 3, is complete and accurate.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

**Exceptions to Post-Employment Restrictions: re: Clients**

[none, unless otherwise specified]

As specified in Paragraph 13, I agree that after a period of three (3) years from my start date or the date of my employment, as the case may be, the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on Exhibit D to support the application of the obligations of Paragraph 12 to those clients.

Yes, I do have  
Post-Employment Restrictions re: Clients

X No, I do not have  
Post-Employment Restrictions re: Clients

Name of ClientSpecified Kind of Services(s) Permitted

ACCEPTED AND AGREED TO:

**Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
 2B8F65B8ECE5489...

Pooja Madnani

**Talent**

Its: Authorized Signatory

Date

I have read and understood the above policy terms.

A n *Authorized Signatory's* signature is required only if information is provided pursuant to Paragraph 13 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment that criteria in Paragraph 13 have been fully satisfied, the clients listed have been properly identified, and the kinds of services permitted have been described with sufficient specificity.

**Terms and Conditions of Service**

In continuation to our offer of employment with **Deloitte Tax Services India Private Limited** (the "Employer"), please note the terms and conditions of service.

The italicized terms in these Terms and Conditions of Service are defined in **Exhibit A** of the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement hereto.

**Terms of Service****1. COMPLIANCE WITH INDEPENDENCE, ETHICS AND OTHER REQUIREMENTS**

Deloitte & Touche LLP performs attest services for certain of its clients and is subject to the independence requirements of, among others, the United States Securities and Exchange Commission (SEC), the United States Public Company Accounting Oversight Board (PCAOB), and the American Institute of Certified Public Accountants (AICPA). These requirements mandate that certain of the Employer's employees and their relatives be independent of some or all of such attest clients and their affiliates in accordance with the policies of Deloitte LLP and its subsidiaries (the "Deloitte US Entities").

Upon joining the Employer, you will be asked to review a listing of the attest clients and the affiliates of such clients of certain of the Deloitte US Entities and disclose relationships or financial holdings that you or your relatives may have that could affect the independence of the Deloitte US Entities. Any relationships or holdings that conflict with, among other things, the requirements of the SEC, the PCAOB or the AICPA or the independence or ethics policies of the Deloitte US Entities will need to be resolved immediately. Further, you will be required to comply with these policies throughout your career with the Employer, including, when applicable, maintaining a current list of certain of your financial interests (but not their value) in the independence tracking system.

As a condition to your joining the Employer and continued employment, you are required to complete a representation regarding your understanding of, and compliance with, independence and other matters, on a periodical basis (as requested beginning on

**EXHIBIT**

or prior to the date of you joining the Employer, annually thereafter, and upon certain changes in your role in the Employer), the details of which are provided in the independence representation. An example copy of this representation form is available for your reference on [www.deloittenet.com](http://www.deloittenet.com). The representation should be made to the best of your knowledge and ability. It is your responsibility to consult on any matter should you be uncertain or have a question. You are also requested to refer to [www.deloittenet.com](http://www.deloittenet.com) and *Independence* for more information in this respect. The representations made by you will be subject to an audit and may be reviewed by Deloitte LLP representatives and shared with certain third parties. If you are selected for such an audit, you will need to submit certain personal financial records to Deloitte LLP's internal audit team. Please be assured that Deloitte LLP fully intends to keep all information obtained through the audit process confidential and secure. You hereby give your consent to Deloitte LLP to use the information provided by you for such purposes as provided in the policies regarding independence and ethics.

In the event you (i) do not cooperate or comply with the independence requirements, or (ii) do not complete the necessary representations, or (iii) make inaccurate representation(s); you may be subject to disciplinary action including and up to termination of employment with the Employer.

Please feel free to contact or consult *Independence* should you require any further information or if you have any specific concerns in this respect.

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**2. NON DISCLOSURE, NON SOLICIT AND INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AGREEMENT ("Employment Agreement")**

You will be expected to sign the Employer's Employment Agreement. Please contact Talent for further details.

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**3. HARRASSMENT POLICY**

**Administrative Policy Release ("APR") 213** is the Employer's policy prohibiting harassment. Deloitte LLP's subsidiaries located in India ("Deloitte India (Offices of the US)") are committed to providing a working environment that is free from harassment based on caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis, in accordance with applicable Indian central, state or local law. Expressly forbidden are unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Depending on the circumstances, such harassment may also include conduct such as stereotyped or demeaning remarks or gestures or the display or circulation, whether in writing or electronically, of materials or pictures offensive to persons because of their caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis in accordance with applicable Indian central, state or local law. The full policy will be accessible to you on DeloitteNet after joining Deloitte U.S. India.

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#### 4. WORKING HOURS, HOLIDAYS, LEAVES AND MATERNITY BENEFITS

You will be provided with your standard working hours, which may vary over the course of your career. The Employer may, from time to time, subject to applicable laws, require the employee to work beyond these hours.

You shall be entitled to paid holidays and leave as per the Employer's policies.

Women employees are eligible for maternity benefits as per the recent amendments (2017) in the maternity benefit act, 1961, including having 26 weeks of maternity leave with pay, as applicable.

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#### 5. RETIREMENT AGE

The age of retirement for employees of Deloitte India (Offices of the US) is 60 years. Your employment will therefore automatically terminate at the end of the month in which you attain 60 years.

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#### 6. TRANSFERS

You may be transferred, assigned, or asked to attend training at the offices of a Deloitte Entity or its clients or third parties in India or abroad with or without additional compensation. In such an event, you will also be governed by the terms and conditions of service applicable to the transfer, assignment, or training.

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#### 7. NOTICE PERIOD FOR TERMINATION OF SERVICES

The notice period for termination of your services is **60 Days** by either side and/or salary in lieu of notice period on part of the Employer only.

The Employer expects all employees to maintain the highest standards of professional conduct at all times.

In order to assure orderly operations and provide the best possible work environment, the Employer expects you to follow rules of conduct that will protect the interests and safety of all personnel, including but not limited to the Code of Ethics and Professional Conduct.

In the event of any breach of the Code of Ethics and Professional Conduct, non-performance of a contractual obligation or the terms and conditions laid down in this Annexure, or if you engage in any misconduct whether or not in connection with or affecting the business or affairs of the Employer or the work conduct, as specified by Employer, you will be subject to disciplinary action up to and including termination of your services/ employment with the Employer without any notice or payment in lieu of notice notwithstanding any other terms and conditions stipulated herein.

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#### 8. MISCONDUCT

Misconduct may include but is not limited to:

- Irregular attendance: repeated or excessive absence, tardiness or early departures/ late comings without approval.
- Unreported or unapproved absence (including overstay of leave) for more than five consecutive days or deviation from assigned and accepted schedule for more than five days.
- Falsification or manipulation in background verification process or employment records, employment information, or other records prior to or after joining the Employer.
- Falsification or manipulation of Deloitte Time & Expense (DTE).
- Knowingly providing false statements, either verbally or in written form.
- Neglect of normal duties and functions.



- Practices such as reading personal materials during working time, having obscene or inappropriate posters or screen savers at your work station, playing games at your work station, etc.
- Continued discharge of work functions that do not meet the standards reasonably expected.
- Breach of the confidentiality provision in the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement including disclosing to any unauthorized person any *Confidential Information* or *PII*.
- Willful insubordination or disobedience, whether or not in combination with another, of any lawful and reasonable instructions of any member of management or any authorized person.
- Engaging in unapproved outside employment and activities as defined in APR 218 (US & IND) ([https://deloitte.net.deloitte.com/About/Policies/Admin/Pages/218\\_OutsideEmploymentActivities\\_US.aspx](https://deloitte.net.deloitte.com/About/Policies/Admin/Pages/218_OutsideEmploymentActivities_US.aspx)).
- Installing, downloading, copying or duplicating any unauthorized or unlicensed software, programs, games, or attachments on any computer system of the Employer or of any *Deloitte Entity* or its clients.
- Engaging in any illegal activities.
- Workplace violence, including threats of physical violence.
- Corporate credit card delinquencies.
- Causing damage to the property of the Employer, any *Deloitte Entity*, its clients, or their respective personnel
- Going on or abetting a strike in contravention of any law.
- Theft of any property belonging to another, the Employer or any *Deloitte Entity*, or their respective personnel, clients, or visitors
- Possession of firearms, explosives, knives or any instruments that can be used as an injurious or deadly weapon in the workplace or at any *Deloitte Entity* sponsored event.
- Corruption, fraud, or misappropriation of funds.
- Failure to comply with the policies, guidelines, rules and regulations of the Employer or a *Deloitte Entity* as applicable.
- Excessive personal use of the Employer's telephone, fax or computer systems.
- Failure to adhere to applicable laws.
- Any act prejudicial to or in conflict with the interests of the Employer or a *Deloitte Entity*.

The above terms and conditions are based on, and should be read in conjunction with, the Employer's policies, guidelines, procedures and other rules currently applicable, including but not limited to Administrative Policy Releases (APRs) and Deloitte India (Offices of the US)'s other policies, guidelines, rules, and regulations. The above rules are subject to amendments from time to time and the amended rules, policies, procedures, and guidelines would be posted on the Employer's Intranet site i.e. <https://deloitte.net.deloitte.com/Pages/Home.aspx> for employee reference. The policies will be updated from time to time in the future and we deem to have your consent to any and all such changes. Furthermore, upon acceptance of employment with the Employer, you may be requested to read and acknowledge acceptance of various policies and guidelines of the Employer. It is expected that you will read and acknowledge all such communications.

Effective as of **November 13, 2022**, I accept all the terms and conditions of the Employer as stipulated in these Terms and Conditions of Service.

Signature

Name

**Training Agreement****Dear :**

On behalf of **Deloitte Tax Services India Private Limited**, please accept our congratulations on your recent offer of employment to join the Company as **Tax Consultant I** pursuant to the terms and conditions of your offer letter dated **November 13, 2022**. You made a very favorable impression with everyone you met and we are excited about the possibility of you joining the Company.

As you may be aware, as a condition of employment with the Company, you may be required to travel Overseas to attend a series of training sessions for a period of up to 90 days. This training will be a combination of classroom procedural training as well as on-site training to observe employees conducting similar work at various client locations. This training represents the confidence we have in your ability to be a valuable member of the practice of the Company.

As per Company policy, we kindly bring to your attention that all employees attending training overseas are required to sign a Training Agreement which will obligate the employee to repay a calculated amount of the costs associated with the training, only if the employee resigns his/her position or are terminated for cause within a specified period after completion of the training (usually between 6 to 18 months). This repayment obligation disappears after the specified period of time has lapsed. We all look forward to seeing you again soon and having you join our team of outstanding professionals.

Sincerely,

For

**Deloitte Tax Services India Private Limited**

DocuSigned by:

*Pooja Madhuni*

By:

2B8F65B8ECE5489...

Signature

**Authorized Signatory**



**Deloitte Tax Services India Private Limited**  
**Deloitte Tower Survey No. 41 Gachibowli Village, Ranga**  
**Reddy District, CIRCLE 3, Hyderabad - 500032, Telangana,**  
**India**

**Tel: +91 040 67621000**

**www.deloitte.com**

**MONISH S CHAWAN**

**Subject: Offer of Employment Dear**

**MONISH S CHAWAN**

On behalf of **Deloitte Tax Services India Private Limited** (the "Employer" or "Company"), I am pleased to confirm our offer of employment to you as **Tax Consultant I** based in **Hyderabad**.

We extend this offer, and the opportunity it represents, with great confidence in your abilities. You have made a very favorable impression with everyone you met and we are excited with the prospect of you joining our organization on **November 13, 2022**. Your immediate manager will communicate details of your role and work responsibilities in the initial weeks of your joining the Employer. During your employment, the Company may require you to work on any project that you are assigned to, on any technical platforms/skills and nature of the project, in differentiated work timing, at designated work space and location as may be decided by the company.

As part of your annual compensation, you will receive a Total Salary of **Rs. 760000/-** and, will be eligible for a performance linked variable bonus. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount could vary depending upon the business and individual performance each fiscal year and, in some situations, could exceed the payout range indicated. Any amounts paid will be subject to statutory and other deductions as per Employer policies and practices. The details of your compensation breakdown are provided in the attached Annexure A.

As an incentive to join the Company, you are eligible to receive a joining bonus of **Rs./₹ 100,000/-** subject to your reporting for full-time employment on **November 13, 2022**. This amount will attract applicable taxes and will be processed as part of your first month's payroll. You will have an obligation to repay the entire amount of your joining bonus if you resign your position or are terminated for cause by the Company within **12 months** of your start date.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

Your employment with us will be governed by the Terms and Conditions as detailed in **Annexure B**, as well as any and all rules, regulations, guidelines, policies and practices of the Employer, which may be amended from time to time. Deloitte LLP and its U.S.-based subsidiaries (the "Deloitte U.S. Firms") requires their employees to make the necessary representations regarding independence and other matters. Because the Employer is an Indian subsidiary of Deloitte LLP, we must also comply with these independence requirements. Accordingly, this offer is conditional upon you agreeing to make such representations under the Employer's Independence Representations requirements, as further explained in **Annexure B**.

Your compensation details are confidential, and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization. We would like you to join the Employer on **November 13, 2022**, or an alternative mutually agreed upon date.

This offer letter, together with the Annexures described herein, and the Non-Disclosure, Non Solicit and Intellectual Property Rights Assignment Agreement, the Information Security Policy (which you are required to sign upon joining), constitute the entire agreement between the parties with respect to the subject matter of this offer, and supersedes all other previous or contemporaneous oral or written representations, understandings or agreements relating to the subject matter of this offer between you and the Employer or its affiliates.

In compliance with applicable laws, Deloitte India (Offices of the US) provides its professionals with home pick-up and drop transport services within **pre-defined** boundary if their shift timings are between 8:30 p.m. - 6:00 a.m. in Hyderabad, 9:00 p.m. - 6:00 a.m. in Mumbai, Pune; 7:00 p.m. - 6:00 a.m. in Gurugram, 8:00 p.m. - 6:00 a.m. in Bengaluru, Chennai, and Kolkata.

This letter and **Deloitte Tax Services India Private Limited** employment application are intended to be final. To accept the offer and the terms of this letter, please sign below in the space provided within three business days.

**R**, everyone you have interviewed with joins me in extending to you congratulations and warm regards. We look forward to you joining our team.

Sincerely,

**For Deloitte Tax Services India Private Limited** Best regards,

DocuSigned by:  
*Pooja Madhani*  
2B8F65B8ECE5489...

By: \_\_\_\_\_  
Signature

**Authorized Signatory**

**Acceptance**

I, **R**, hereby accept the terms and conditions of this employment offer.

Please sign and date your Acceptance

**Annexure A**

**Tax Consultant I -**

| Description                              | Monthly (Rs. per month) | Annual (Rs. per Annum) |
|------------------------------------------|-------------------------|------------------------|
| Basic Pay                                | 20,000                  | 240,000                |
| House Rent Allowance (HRA)               | 10,000                  | 130,000                |
| Special Allowance <sup>1a &amp; 1b</sup> | 16,100                  | 193,200                |
| Leave Travel Allowance <sup>2</sup>      | 2,166                   | 26,000                 |
| Differential Allowance                   | 6,691                   | 80,633                 |
| Meal Card <sup>3</sup>                   | 2,200                   | 26,400                 |
| Employer's contribution to PF            | 2,300                   | 27,600                 |
| Total Salary (in Rs.)                    | 59,457                  | 760000                 |

|                                        |                                                                                                                                                                                                            |               |
|----------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|
| Variable Bonus*                        | You are eligible for a performance linked variable bonus. It will be paid out at the end of the fiscal year, as applicable and on the basis of your individual performance and performance of the business |               |
| Medical Insurance Premium <sup>4</sup> | <b>3,014</b>                                                                                                                                                                                               | <b>36,167</b> |

\*The Variable Bonus will vary, primarily based on your individual performance and the performance of the business, during the Employer's fiscal year which is June through May. Your performance will be formally assessed as a part of the Employer Performance Review Cycle Process. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount will vary depending upon the business and individual performance and in some circumstances, could exceed the payout range indicated. The performance of all the employees who have joined the Employer prior to March 1st will be assessed for the fiscal year ending in May. The disbursement of a Variable Bonus, if applicable, is subject to you being active on the rolls of the Employer, during the Annual Incentive Program payout cKARTHIKRAJ Kcycle for the fiscal year. For employees joining during the period March 1st to May 30th, a prorated Variable Bonus, if applicable, will be based on the first year-end review ratings in the subsequent year and paid during the Annual Incentive Program payout cycle of that year. The Variable Bonus will not be paid in the event of termination of employment for any reason on or before the disbursement time. The application and interpretation of, and any determinations related to, the Variable Bonus is at the sole discretion of Employer. Employer may amend or terminate the Variable Bonus at any time. All compensation and benefits are based on employee's position with the Employer in India.

Contd/-....

Annexure A

1

All employees may claim tax exemption, subject to tax rules from time to time, from their Special Allowance component, expenses incurred towards communication and Driver / Fuel & Maintenance Expenses as per eligibility mentioned below:

**Employee Level - Tax Consultant I**

1a

*Communication Expenses*

*Only one Post paid mobile, one Land Phone and One internet connection bill(s) can be claimed.*

1b

*Fuel Expenses*

*Petrol / Driver / Insurance / Repairs & Maintenance*

**Rs./₹ 3,000/-** per month**Rs./₹ 7,500/-** per month

1a The internet/telephone/mobile bills should be in the Employee's name.

1b

For claiming vehicle running expenses (Driver / Fuel / Repairs & Maintenance expenses) the vehicle has to be in the name of the Employee and the current tax rules are as under. The above limits will be applicable for all those who are on company car lease program and the below limits will apply for all those who are on self-owned car. In case of company leased car, taxability would be as per the current perquisite valuation rules.

| Nature of Expenses | Own Vehicle –Maximum Tax exemption limit per month |           |                |
|--------------------|----------------------------------------------------|-----------|----------------|
|                    | 4 Wheelers (Engine Capacity)                       |           |                |
|                    | <= 1600 cc                                         | > 1600 cc | Two Wheelers   |
| Fuel & Maintenance | Rs. 1,800                                          | Rs. 2,400 | Rs. 900        |
| Driver's Salary    | Rs. 900                                            | Rs. 900   | Not applicable |

All employees at and above **Senior Staff** are eligible for the company car lease program. If you choose to avail of this benefit, the amount towards lease rental will be paid by the firm on your behalf to the leasing company and your compensation structure will be adjusted accordingly. A revised letter with the new compensation structure will be issued that will supersede this letter for all practical purposes.

2

The Leave Travel Allowance (LTA) will be paid on a monthly basis as an allowance with tax deducted at source. If you choose to avail the tax benefit on LTA, you should submit proof of expenses incurred by you for Self and / your immediate dependents. The taxability or otherwise of LTA will be as per the Income Tax Act 1961, details of which will form part of the LTA Form.

3 Meal Card amount will be credited at the start of each month and for the first month (For New Hires) prorated amount will be processed as part of payroll. If not collected, it will be processed as a taxable amount with the salary.

4 Annual Floating Medical Insurance Coverage for self and **6 dependents** is being paid by the Employer on your behalf. The premium amount is subject to change every year post renewal of insurance policy. In case you opt for an enhancement of the coverage limit, the additional premium will be adjusted accordingly from the special allowance.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

You may also be eligible to either a One-time Stipend or a temporary lodging basis joining the registered office location, you will receive a survey from Deloitte prior to your joining.

You may select the best option for availing the relocation assistance. If an employee who has availed this reimbursement decides to quit within 18 months from the date of relocation claim for whatever reason, the relocation reimbursement paid to the employee will be recovered in full, from the employee's full and final settlement.

By joining the Company, you will become a member under the 'Deloitte USI Employees Welfare Trust' and may be required to make a nominal contribution as a member.

Original bills towards the above components should be submitted during the Income Tax fiscal period evidencing the expenditure to get Income Tax exemption, failing which the same will attract applicable Income Tax.

Submission of false, tampered or altered bills as proof of expense for any of the above components will result in disciplinary action including termination of employment.

**Your compensation above is subject to income tax deduction per rules and guidelines prescribed under the prevailing tax laws. This may change from time to time in line with the amendments done in tax laws.**



**Hyderabad**

## **Annexure B**

### **Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement ("Employment Agreement")**

In consideration of my employment by **Deloitte Tax Services India Private Limited**, an Employer incorporated under the provisions of the Companies Act, 1956 and having its registered office **Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District, CIRCLE 3, Hyderabad - 500032, Telangana, India** (the "Employer") as **Tax Consultant I** - and other valuable consideration, I acknowledge and agree that:

#### **PRELIMINARY MATTERS**

**1. Defined Terms.** The italicized terms in this agreement (the "Employment Agreement") are defined in **Exhibit A** hereto.

**2. Pre-existing Agreements or Arrangements.** I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Agreements or Arrangements*. The Employer expects me to abide by all restrictions or obligations that are contained in such Preexisting Agreements or Arrangements and to avoid involvement, while employed by the Employer, in any matter that could pose a conflict as a result of confidential information or intellectual property obtained by me prior to my *Employment*. I further represent that none of these restrictions or obligations, including those set forth in any non-compete agreements with prior employers, is inconsistent with my acceptance of the Employer's offer of *Employment* or my becoming, and serving as, **Tax Consultant I** of the Employer. To the extent applicable and if I am joining the Employer after having served as an employee or official of the United States Government, I further represent that: (1) I have disclosed my prior participation, if any, in any discussions or negotiations with, or decisions to award contracts to, the Deloitte U.S. Firms while I was employed by the United States Government; and (2) I had either recused myself or had not played an active role in the applicable United States Government agency's decision to award any contracts to the Deloitte U.S. Firms while I was employed by the United States Government.

#### **PROTECTION OF OUR BUSINESS**

**3. Reporting of Proceedings.** Except as provided by law and except as I have disclosed in writing on **Exhibit C** to this Agreement, I represent and warrant that I have no *Proceedings* to report. Should I become a subject of any *Proceedings* during my association with the Employer, I agree to immediately report, in writing, all relevant facts to the Chief Talent Officer

of Deloitte LLP, the Regional Talent Director of the Employer, and the Chief Ethics and Compliance Officer of Deloitte LLP. I understand that my responses are subject to audit and review by the Employer and others in accordance with applicable professional, ethical, legal, or Employer requirements, rules, regulations, policies, or practices, or other requests.

**4. Confidentiality.** I acknowledge that, by virtue of my *Employment*, I will acquire and be exposed to, have access to, make use of and/or create *Confidential Information*. Therefore, I agree to hold in trust and confidence all such *Confidential Information*. I will neither disclose any such *Confidential Information* to anyone outside a *Deloitte Entity* without the prior written approval of an *Authorized Signatory*, except as required by my authorized duties for the Employer, nor use any such *Confidential Information* for any purpose other than for the benefit of a *Deloitte Entity*.

**5. Third Party Information and Property.** I agree that during my *Employment*, I shall not use or disclose any confidential information or intellectual property of any former employer or other person or entity without the prior written authorization of such employer, person or entity and the prior written consent of an *Authorized Signatory*. If I were to use or disclose any such Confidential Information or Intellectual Property without prior consent, and any of the *Deloitte Entities* become the subject of any claim from a third party regarding such unauthorized use or disclosure, I agree to hold harmless and indemnify the *Deloitte Entities* for any legal defense costs and/or damages related to any such claim.

**6. Authorization.** Only employees of the Employer holding a senior or managerial position with the Employer will be authorized by a specific authorization, delegation, or power of attorney to sign legal documents, representing the Employer. Similarly, only such authorized employees of the Employer may speak about the Employer, the business and plans, various client-related projects etc.

**7. Competing Activities and Conflict of Interest.** During the period of my *Employment* I will not, directly or indirectly, participate in or in any way render services or assistance to any business that is or may be competitive with a *Deloitte Entity*, whether or not for compensation, or engage in any conduct which might result in, or create the appearance of using my position for private gain or other than for the benefit of a *Deloitte Entity*, or otherwise create a conflict, or the appearance of a conflict, of interest with a *Deloitte Entity*. Such conduct shall include, but not be limited to, having an undisclosed financial interest in any vendor or supplier of a *Deloitte Entity*, accepting payments of any kind or gifts other than of a nominal value from vendors, clients or suppliers, or having an undisclosed relationship with a family member or other individual who is employed or associated with any entity in active or potential competition with a *Deloitte Entity*, and which creates a conflict of interest. I represent and warrant that I am not currently aware of any present or past violation of this provision.

**8. Authorization to Access Systems and Electronic Communications and use of Deloitte Property.** I understand that while employed with a *Deloitte Entity*, I will use and have access to the Systems. I also acknowledge that a *Deloitte Entity* has the right at any time to access, retrieve, delete, monitor, examine, use and/or disclose my Electronic Communications and information from (or about) me and the content, without notice to me, and that such *Electronic Communications* are considered part of a *Deloitte Entity's* business and client records and are not to be considered private or personal to me or any other *Personnel*. I further acknowledge that this right extends to *Electronic Communications* transmitted for either a business or personal purpose.

I agree that I am authorized to access the *Systems* only for approved business purposes and occasional personal use if such use does not interfere with my work responsibilities and other required business activities, business operations, or *Systems* performance. However, I also acknowledge that such occasional personal use does not create an expectation of privacy as to any of my personal *Electronic Communications* and, as such, are *Deloitte Property*.

I further acknowledge that I am not authorized to use the *Systems* for personal gain or any illegal or unethical use. I agree that under no circumstances am I authorized to access any of the *Systems* for the purpose of obtaining *Deloitte Property* for a competitor of a *Deloitte Entity*, transmitting *Deloitte Property* to me (e.g., emailing *Confidential Information* to my personal email address) or to a third party for purposes other than furthering the business objectives of a *Deloitte Entity*. I am not authorized to download a *Deloitte Entity's Confidential Information* or other *Deloitte Property* to removable media such as a CD Rom, disk or thumb drive other than as authorized for furthering the business objectives of a *Deloitte Entity*.

I will be responsible for the safe keeping and return in good condition and order of all the *Deloitte Property* that may be in my use, custody, care or charge. For the loss of any *Deloitte Property* in my possession or custody or for which I have been assigned responsibility, the Employer will have a right to assess on its own basis and recover from me, the damages in respect of such materials (out of the amounts due to me or otherwise) and to take such other legal action as it deems appropriate including termination of my employment without notice or payment in lieu thereof in the event of my failure to account for such material or property to its satisfaction.

**9. Security.** I am provided with a worktable and lockable storage space. I will ensure they are locked when unattended and understand that a duplicate key will only be provided if I sign for it. I am required to display my identity card to the appropriate security personnel on demand and at all times within the office premises.

#### **10. Ownership of Works.**

a. I agree that the Employer owns all rights, title and interest in and to all *Works*.

- b. I agree that all *Works* are deemed works made for hire under India copyright or applicable laws or equivalent laws of any applicable foreign jurisdiction, and all *Intellectual Property Rights* therein vest automatically in the Employer upon creation of the *Works*. I agree that, to the extent any *Work* is held not to be a work made for hire, I hereby irrevocably assign all *Intellectual*

*Property Rights* in the *Work* to the Employer. Notwithstanding anything contained in Section 19(4) of the Indian Copyright Act, 1957, I agree that such assignment shall continue to be in force for perpetuity irrespective of whether or not the Employer exercises its rights as the assignee for any period of time.

- c. I will at all times, even after termination of my *Employment*, do whatever the Employer reasonably requests of me, at the Employer's expense, to document the assignment of any *Works* to the Employer or to assist the Employer in pursuing, renewing, extending or assigning any *Intellectual Property Rights*, and otherwise perfecting, protecting and enforcing said *Intellectual Property Rights* in, any *Works*. I agree that, as between me and the Employer, the Employer shall be the sole author, inventor, and owner of all such *Works* and *Intellectual Property Rights* therein throughout the world, and that the Employer shall have the sole right to seek copyright registrations, patents or trademark registrations, including all extensions and renewals thereof. I also hereby agree that I waive all moral rights in any *Works*.

I also agree to assign all my right, title and interest in and to any particular *Works* to a third party as directed by the Employer.

In the event the Employer is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraphs, I hereby irrevocably designate and appoint the Employer and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and in my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraphs with the same legal force and effect as if executed by me. I hereby waive any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any *Works* assigned hereunder to the Employer.

- d. During a 12 month period after termination of my *Employment*, I agree that any *Intellectual Property* I create or conceive that results from and is related to any work assigned to or performed by me for the Employer, or that was created using *Deloitte Property*, is a *Work* that is subject to Paragraph 10 (b) above. For purposes of clarification, the foregoing provision is in addition to, and not in limitation of, any rights and remedies the Employer may have under the applicable laws protecting *Intellectual Property* of the *Deloitte Entities*.

- e. I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Employer) of all *Works* developed by me during the period of my employment with the Employer, which records shall be available to and remain the sole property of the Employer at all times.

**11. Pre-existing Creations; Personal Creations.** My obligations in Paragraph 10 do not apply to *Pre-existing Creations* and *Personal Creations*. I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Creations*. I acknowledge and agree that I will not assert any ownership rights against the *Deloitte Entities*, or their respective clients, with respect to any *Pre-existing Creations* unless they appear on **Exhibit B**, and **Exhibit B** has been accepted and agreed to by an *Authorized Signatory* who has signed at the bottom of such **Exhibit B**. I further agree that I shall not use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment* without the prior written consent of an *Authorized Signatory*. To the extent that I use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment*, I agree that, except as otherwise provided in a written agreement executed by me and the Employer, I hereby grant to the Employer an irrevocable, royalty free, perpetual, fully paid up, transferable, sub-licensable license to use, reproduce, distribute, display, perform, modify and create derivative works of and otherwise exploit such *Pre-existing Creations* or *Personal Creations* for any purpose including, but not limited to, client engagements.

**12. Post- Employment Restrictions re: Clients.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or serving of certain clients related to my work for a *Deloitte Entity* would necessarily involve the unauthorized use or disclosure of *Confidential Information*, and the proprietary relationships and goodwill of the *Deloitte Entities*, and, in the case of my serving of certain clients, could compromise the full compliance of the Employer or another *Deloitte Entity* with the applicable laws, rules and regulations of a U.S. or India regulatory body or other independence-related requirement of a regulatory body. Accordingly, during the period of my *Employment* and for a period of one year thereafter, I will not, directly or indirectly, solicit or provide services to any existing client of a *Deloitte Entity* with which I had personal contact and provided services during the two-year period prior to termination of my *Employment*.

**13. Exceptions to Post- Employment Restrictions re: Clients.** I understand that the obligations of Paragraph 12 will not apply for a period of three (3) years after my start date or the date of my promotion or transfer to clients of a *Deloitte Entity* and/or certain specified kinds of services rendered to such clients that meet all of the following criteria: (a) are personal clients of mine who came to a *Deloitte Entity* solely to avail themselves of certain specified kinds of services rendered by me and only as a result of my own independent recruitment efforts, which a *Deloitte Entity* neither subsidized nor otherwise financially supported as part of a program of client development, (b) are listed on **Exhibit D** expressly by name with respect to client and with sufficient specificity with respect to the kinds of service(s) that I will be permitted to render, and (c) are



accepted and agreed to as to their listing on **Exhibit D** by an *Authorized Signatory* who has signed at the bottom of such Exhibit. I agree that after a period of three (3) years from my start date or the date of my promotion or transfer the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on **Exhibit D** to support the application of the obligations of Paragraph 12 to those clients.

**14. Future Employment with Clients.** Except as otherwise provided herein, I understand that I am not prohibited from accepting employment with a client (or an affiliate of such client) of a *Deloitte Entity*. Before entering into substantive discussions with an *Attest Client* regarding any employment opportunity, I acknowledge and agree that during my *Employment* and for five years thereafter I must first notify *Independence* and obtain prior written approval from *Independence*. I acknowledge and understand that it is the intent of the Employer to interpret and apply this provision (a) in an effort to ensure the full compliance of the *Deloitte Entities* with applicable U.S. and India laws, rules, and regulations; (b) to serve the public interest; and (c) to protect the legitimate interests of the *Deloitte Entities* or their respective *Attest Clients* under applicable U.S. or India laws, rules and regulations in a manner that is no greater than is reasonably necessary to protect such interests and without being unduly harsh and oppressive to me and my interests in future employment with an *Attest Client*. Further, I acknowledge and agree that because of, among other things, the importance of the *Deloitte Entities* remaining in compliance with applicable independence rules, such approval may be withheld by *Independence* in the event that my employment with an *Attest Client* would, in the view of Deloitte LLP, be inconsistent with applicable laws, rules and regulations or jeopardize the independence of a *Deloitte Entity* with respect to such *Attest Client*.

**15. Restrictions re: Personnel and Contractors.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or hiring or of any of its *Personnel* or contractors of the *Deloitte Entities*, or my participation in their hiring, admission or retention, would necessarily involve the unauthorized use or disclosure of *Confidential Information* or the proprietary relationships and goodwill of the *Deloitte Entities*. Accordingly, during my *Employment* and for one year thereafter, I will not, directly or indirectly, (a) solicit or attempt to solicit, or participate in the solicitation of or any attempt to solicit any *Personnel* to leave a *Deloitte Entity*, or to join any firm or business with which I may be or become affiliated; (b) participate in the hiring or admission of any *Personnel*; or (c) cause a contractor of a *Deloitte Entity* to cease providing services to, with, or on behalf of the *Deloitte Entity*.

**16. Post- Employment Restrictions re: Deloitte Property.** Upon termination of my *Employment*: (a) I will not use or disclose *Deloitte Property*, including, but not limited to, *Confidential Information* and *Works*, for any purpose; (b) I will not retain or take with me any *Deloitte Property*; (c) I will immediately deliver to a *Deloitte Entity* at any location that it designates, at my expense, within one business day after the termination of my *Employment* or on an alternate date designated by a *Deloitte*

*Entity*, any *Deloitte Property* that I may then or thereafter hold or control; and (d) I agree to allow a *Deloitte Entity* to inspect any of my personal or home computers, including smart phones, tablet computers, or any device, media or location capable of storing electronic data, to determine whether any *Deloitte Property* resides on such computers and to permit a *Deloitte Entity* to remove such *Deloitte Property*.

#### OTHER POST- EMPLOYMENT OBLIGATIONS

**17. Transition of Work and Cooperation.** Upon termination of my *Employment* for any reason, I will cooperate with a *Deloitte Entity* in all matters relating to the completion of pending work and its orderly transfer. I will also cooperate fully with a *Deloitte Entity* in connection with any threat of or actual legal proceeding against a *Deloitte Entity* or any client, customer or licensor of a *Deloitte Entity* arising out of any matter with or of which I had contact or knowledge during my *Employment*.

**18. Notification of Post- Employment Obligations.** I agree that prior to accepting employment or affiliation with another firm or business I will advise such firm or business of my duties and obligations under this Employment Agreement. After my *Employment* ends, I agree that a *Deloitte Entity* shall be permitted to advise any firm or business with which I have accepted an offer of employment or affiliation concerning my duties and obligations under this Employment Agreement.

**19. Certification.** I agree that during or after my *Employment* I will, if requested, provide written certification in such form as the Employer may require that I have complied with my obligations hereunder, including, without limitation, those obligations set forth in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15 and 16 of this Agreement.

#### OUR ENFORCEMENT RIGHTS AND REMEDIES IN THE EVENT OF A BREACH

**20. Equitable Relief and Attorney's Fees.** I acknowledge and agree that a breach of this Employment Agreement, including, but not limited to, a breach of my duties and obligations under the terms and conditions of Paragraphs 4, 5, 7, 8, 9, 10, 12, 14, 15 or 16 would cause irreparable harm to the *Deloitte Entities* and that, in addition to other remedies, the Employer on behalf of itself or another *Deloitte Entity* is entitled to a temporary restraining order, an injunction or other equitable relief to prevent any such breach. I also acknowledge that, to the extent permitted by law, a *Deloitte Entity* will be entitled to the payment of the *Deloitte Entities'* reasonable costs and attorney's fees incurred in enforcing this Employment Agreement. I also acknowledge that, to the extent permitted by law, the Employer may request that a court extend the one year period

following the termination of my *Employment*, as provided in Paragraphs 12 and 15, to correspond with the period that I participated in activities prohibited by Paragraphs 12 and 15.

**21. Liquidated Damages: Client Fees.** I agree that in the event of a breach under Paragraph 12, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

**22. Liquidated Damages: Compensation.** I agree that the precise amount of damages flowing from a breach under Paragraph 15 would be impracticable or extremely difficult to ascertain in an actual amount. Therefore, I agree that in the event of a breach under Paragraph 15, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by or owed to any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

**23. Right of Inspection.** I agree to permit the Employer (or to use my best efforts to enable the Employer) to inspect my books and records (and the books and records of any entity which employs or is associated or affiliated with me), upon request and at reasonable times, to enable the Employer to confirm the calculations described above and to verify compliance with Paragraphs 12 and 15. The Employer shall keep confidential any proprietary information obtained, except as may be necessary or desirable to enable the Employer to enforce its rights under this Employment Agreement and except as may be required by any statute, court or administrative order to decree or government ruling or regulation.

## MISCELLANEOUS

**24. Governing Law; Choice of Forum.** This Employment Agreement is deemed to have been executed in the Employer's office in **Hyderabad, Telangana, India** and will be construed and governed in accordance with the laws of the Republic of India without regard to its conflicts-of-law principles. You agree to submit to jurisdiction before any court of record in which the Employer's office to which you were assigned is located, or in which a breach of this Employment Agreement may occur, at the election of the Employer, and you waive any right to raise questions of personal jurisdiction or venue in any action the Employer may bring against you in any such court. You further agree to accept service of process/summons/legal notice from the Employer when that process/summons/legal notice is either sent to your last known address by certified mail or served by any other means permitted under the law of the jurisdiction in which the Employer may bring an action against you.

**25. Modifications.** My obligations hereunder may not be changed or modified, released, discharged, abandoned or terminated, in whole or in part, except by an instrument in writing signed by an *Authorized Signatory*.

**26. Severability.** Every provision of this Employment Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such term or provision will be enforced to the maximum extent permitted by law and, in any event, such illegality or invalidity shall not affect the validity of the remainder of the Employment Agreement.

**27. Blue-Penciling.** If any court determines that any provision of this Employment Agreement, or any part hereof, or the application of any such provision, or any part hereof, to any person or circumstance is unenforceable or void, such court shall have the power to modify such provision, or any part hereof, to the extent necessary to render it legal and enforceable while preserving its intent, or if such modification is not possible, by substituting therefore another provision that is legal and enforceable and that achieves the same objective.

**28. Waiver.** None of my obligations under this Employment Agreement shall be deemed to have been waived by the Employer except if the giving of such waiver is contained in a written notice given to me and no such waiver shall be deemed to be a waiver of any other or further obligation I have under this Employment Agreement.

**29. Entire Agreement.** This Employment Agreement, the Employer's employment application, the Terms and Conditions of Service issued pursuant to the offer of employment and any documentation employing me or transferring me to the Employer, contain the entire understanding between me and the Employer or any other *Deloitte Entity* with respect to the subject matter hereof and supersedes all prior representations, warranties, and agreements with respect to such subject matter, and no representations, warranties or other covenants exist with respect to such subject matter that are not contained or expressly referred to herein. Notwithstanding the foregoing, any written agreement between a *Deloitte Entity* and me with respect to the subject matter hereof that was signed by me prior to the effective date of this Employment Agreement shall remain valid and enforceable according to the terms of such agreement with respect to all acts and omissions occurring prior to the effective date of this Employment Agreement. In the event of a conflict between this Employment Agreement and the employment application or any other document purporting to set forth terms and conditions of my *Employment*, this Employment Agreement will control.

**30. Transfer and Assignment.** Unless as the Employer shall otherwise determine, the rights, obligations and benefits of the Employer under this Employment Agreement, including but not limited to those rights and benefits relating to my post-Employment obligations set forth in this Paragraph 30 and in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19 and 23 above, are transferred and assigned, in whole or in part (as the Employer shall determine) and without the need for my consent

or the formality of documentation or prescribed processes, to (a) any *Deloitte Entity* in connection with my transfer to that *Deloitte Entity* or (b) any entity that acquires all or a part of the assets or business of the Employer. All provisions of this Employment Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, representatives, successors, and assigns of the Employer and me, and any *Deloitte Entity* to which I may be transferred during my *Employment*, provided, however, none of my duties or obligations under this Employment Agreement may be assigned or transferred by me to any other person or entity without the Employer's prior written approval of such assignment or transfer. Any purported assignments in violation of this Paragraph 30 shall be null and void.

**31. Headings.** The headings contained in this Employment Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Employment Agreement.

I have read the foregoing, understand it, and agree to comply with its terms.

**For Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
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Pooja Madnani

**Talent**

**Authorized Signatory**

Effective as of **November 13, 2022**, I accept all the terms and conditions of the Employer as stipulated in this Employment Agreement.

**A**

The definitions below apply to the italicized terms that appear in the Employment Agreement (including the exhibits):

**Attest Client** – attest client (or an affiliate of such client) of Deloitte & Touche LLP or a *Deloitte Entity*.

**Authorized Signatory** – a director, officer or other person who is authorized to sign on behalf of a *Deloitte Entity*.

**Confidential Information** – any information not generally known to the public, in any *Form*, that (1) relates to the operation of a *Deloitte Entity* or provides the *Deloitte Entities* with a competitive advantage, (2) consists of Personally Identifiable Information (*PII*) or other personal information about *Personnel*, client and other third party personnel, independent contractors, subcontractors, agents, vendors, suppliers or others which the Employer or another *Deloitte Entity* receives in the course of business, and (3) all other information entrusted to the Employer or another *Deloitte Entity* by clients and other third parties. *Confidential Information* includes, but is not limited to, *Intellectual Property*, supplier information, designs, business or marketing plans, forecasts and financial information, tax returns, tax identification numbers, agreements, client or prospective client lists, specific information about clients or prospective clients such as preferences for specific products and services, client or prospective client needs based on financial history and past purchases of services, client or prospective client development plans, specific rates charged to a client or offered to a prospective client and other business or client records. *Confidential Information* also includes, but is not limited to, debit or credit card information, employment applications, organization charts, performance ratings and other personnel records.

**Deloitte Entity** – the Employer, Deloitte LLP, and any corporation, company, partnership, limited liability company or other entity (a) that (i) is owned, directly or indirectly, in whole or in part, by Deloitte LLP (the “Deloitte U.S. Firms”), including but not limited to Deloitte LLP subsidiaries in India, the Deloitte Touche Tohmatsu verein, Deloitte Global Services Limited, Deloitte Global Services Holdings Limited, Deloitte Touche Tohmatsu Limited (“DTTL”) or any member firm of DTTL or affiliate thereof (collectively, the “DTTL Member Firms”) or (ii) controls, is controlled by or is under common control with any of the entities listed in clause (i); or (b) in which any *Personnel* participated on its behalf, or carried out any duties with respect to its affairs. For purposes of this Employment Agreement, the term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract, or otherwise.

**Deloitte Property** – *Confidential Information*, *Systems*, equipment, debit and credit cards issued in connection with my *Employment*, furniture, facilities and any and all other materials owned, licensed or leased by a *Deloitte Entity*, including, without limitation, computerized or electronic information and all copies thereof in any form or media, created by, furnished to, obtained by or prepared by me in the course of my employment in any capacity.

**Deloitte India (Offices of the US)** - The following companies shall be deemed to be the affiliates of each other and are collectively referred to as Deloitte India (Offices of the US): (i) Deloitte Consulting India Private Limited (ii) Deloitte Tax Services India Private Limited (iii) Deloitte Support Services India Private Limited (iv) Deloitte Financial Advisory Services India Private Limited and (v) Deloitte & Touche Assurance & Enterprise Risk Services India Private Limited.

**Electronic Communications** – all text, audio, video, images, information, data, files and attachments created, displayed, sent, received, posted, accessed or stored, whether deleted or not, by means of the *Systems*.

**Employment** – the nature of my relationship with the Employer or a *Deloitte Entity* pursuant to this Employment Agreement. Alternatively, and depending on context, *Employment* is the period of time during which this relationship persists.

**Form** - paper, computer disc, USB drive, website; any other tangible or electronic medium by which information may be stored or accessed; and human memory.

**Independence** – National Office (Independence) of Deloitte LLP.

**Intellectual Property** - works of authorship (including, without limitation, books, articles, data compilations, software and other copyrightable materials), materials, patents, inventions, designs, techniques, methodologies, processes, discoveries, know-how, ideas, trade secrets, moral rights, trademarks and other indicia of origin together with the goodwill therein, and all patent applications, copyright and trademark applications and registrations, and extensions and renewals thereof, throughout the world.

**Intellectual Property Rights** – all rights, title and interest in Intellectual Property.

**PCAOB** – the United States Public Company Accounting Oversight Board.

Off.: Floor 10, Deloitte Tower 1, Survey No. 41, Gachibowli Village, Ranga Reddy District, Hyderabad

**EXHIBIT**

**Personal Creations** – *Intellectual Property* that meet all of the following criteria: (1) it is conceived, developed, and created by me on my own time without using *Deloitte Property* or *Personnel* (during work hours), facilities, *Confidential Information* or *Works* of a *Deloitte Entity*, (2) it is unrelated to the actual or reasonably anticipated business or research and development of a *Deloitte Entity*, and (3) it does not result from any work performed by me and the *Personnel* (during work hours) for a *Deloitte Entity*.

**Personnel** – partners, principals, members, officers and employees of a *Deloitte Entity*.

**PII** – information (excluding business contact information such as an individual's name and one or more of the following: organization name, organizational title, organizational role, business address, business telephone number (including business cell phone number and business email address) relating to an identified or identifiable natural person. An identifiable natural person is a natural person who can be identified, directly or indirectly, by reference to an identification number or factors specific to his or her physical, physiological, mental, economic, cultural or social identity. Set forth below is a non-exclusive list of information that constitutes PII when such information relates to an identified or identifiable natural person:

- Account number (bank account, credit card, etc.)
- Address
- Biometric identifier
- Certificate or license number
- Date of birth
- Government identifiers (such as PAN)
- Name\*
- Personnel Number
- Photograph or video identifiable to an individual
- Vehicle identifier or serial number
- Other information related to an individual that may directly or indirectly identify that individual (e.g., salary, performance rating, purchase history, call history, etc.)

\* Note: When an individual's name is used with PII that is not business contact information, it is included in the definition of PII.

**Pre-existing Agreements or Arrangements** – agreements or arrangements that (1) relate to any *Pre-existing Creations*; or (2) may affect my ability to comply with the requirements of this Employment Agreement, including all contractual and other restrictions or obligations with other parties, including any post-employment restrictions and required notifications to the extent applicable under 18 United States Code §207, CFR 3.104-4, and India laws, rules and regulations that may or will impose limitations on my professional activities during my *Employment* (such as any non-compete agreements with prior employers and the one-year ban on lobbying contacts).

**Pre-existing Creations** – any *Intellectual Property* and *Intellectual Property Rights* that were developed or created by me, alone or with others, or otherwise acquired by me, before the period of my employment in any capacity with the Employer, in which I claim any ownership or right.

**Proceedings** – past or pending (1) actual or threatened claims or complaints of, or arising out of service to, present or former clients, (2) regulatory, self-regulatory, disciplinary, administrative, civil or criminal investigations, inquiries, charges, complaints, actions, sanctions, alternative dispute resolution proceedings, other proceedings or matters (other than criminal proceedings which relate solely to the operation of a motor vehicle) of any kind or nature, in India or any other jurisdiction, against me, including criminal proceedings arising out of my provision of professional services, proceedings brought by a professional association, or proceedings involving the Securities and Exchange Board of India, United States Securities and Exchange Commission or the PCAOB, other professional bodies like the Institute of Chartered Accountants of India or (3) matters of any kind or nature which could adversely affect my association with the Employer or my ability to perform my duties or responsibilities to the Employer, whether set forth in this Employment Agreement or otherwise, or my registration with or licensure by any governmental, quasi-governmental, or other regulatory agency, body or entity, in or outside the United States or India.

**Systems** – the communications systems or any part of such systems that a *Deloitte Entity* owns, licenses or operates and approves for use, including, but not limited to, e-mail, text messaging, Lotus Notes, Deloitte Online (eRoom), instant messaging, local area network, wide area network, Intranet (e.g., DeloitteNet, D Street), Internet, extranet, collaborative tools (e.g., blogs, wikis, etc.), laptop and desktop computers, servers, air cards, Personal Digital Assistants, cell phones, telephones and voicemail.

**Works** – all *Intellectual Property*, in any *Form*, created by me, alone or with others, during the period of my *Employment* that (1) is created within the scope of my *Employment*; (2) relates in any manner to the actual or anticipated business, research, or development of a *Deloitte Entity*; (3) results from any work assigned to or performed by me, alone or with others, for the Employer; or (4) is created with the use of *Deloitte Property*. **B**

**Pre-existing Creations; Pre-existing Agreements or Arrangements**

I understand and agree that the Employer makes no attempt to verify my claim of ownership to any of the *Pre-existing Creations* listed, and makes no admission that any *Pre-existing Creations* listed are owned by me.

[If yes, please enter details below]

Yes, I do have *Pre-existing Creations*,  
*Pre-existing*  
*Agreements or Arrangements*

X No, I do not have *Pre-existing*  
*Creations, Pre-existing Agreements or*  
*Arrangements*

**Title**

**Date**

**Brief Description**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Print)

ACCEPTED AND AGREED TO:

**Deloitte Tax Services India Private  
Limited**

DocuSigned by:

  
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Pooja Madnani

**Talent**

*Its: Authorized Signatory*

listed pursuant to Paragraphs 2 and 11 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment made in light of Paragraph 2 that *Pre-existing Creations*, if any, are described and explained in sufficient detail so that the likelihood of confusion between the employee's *Pre-existing Creations* and the Intellectual *Property* of a *Deloitte Entity* can be avoided or minimized in the future and further indicates that the *Pre-existing Agreements or Arrangements* have been obtained and reviewed and that the *Authorized Signatory* is satisfied that such *Pre-existing Agreements or Arrangements* will not interfere with the employee's ability to comply with the requirements of this Employment Agreement.

Off.: Floor 10, Deloitte Tower 1, Survey No. 41, Gachibowli Village, Ranga Reddy District, Hyderabad

\_\_\_\_\_  
C

**Proceedings**

**EXHIBIT**

[none, unless otherwise specified]

Yes, I do have *Proceedings* to report

X No, I do not have *Proceedings* to report

My signature below certifies that to the best of my knowledge, the information I have provided above, pursuant to Paragraph 3, is complete and accurate.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

**Exceptions to Post-Employment Restrictions: re: Clients**

[none, unless otherwise specified]

As specified in Paragraph 13, I agree that after a period of three (3) years from my start date or the date of my employment, as the case may be, the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on Exhibit D to support the application of the obligations of Paragraph 12 to those clients.

Yes, I do have  
Post-Employment Restrictions re: Clients

X No, I do not have  
Post-Employment Restrictions re: Clients

Name of ClientSpecified Kind of Services(s) Permitted

ACCEPTED AND AGREED TO:

**Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
2B8F65B8ECE5489...

Pooja Madnani

**Talent**

Its: Authorized Signatory

\_\_\_\_\_  
Date

I have read and understood the above policy terms.

A n *Authorized Signatory's* signature is required only if information is provided pursuant to Paragraph 13 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment that criteria in Paragraph 13 have been fully satisfied, the clients listed have been properly identified, and the kinds of services permitted have been described with sufficient specificity.

**Terms and Conditions of Service**

In continuation to our offer of employment with **Deloitte Tax Services India Private Limited** (the "Employer"), please note the terms and conditions of service.

The italicized terms in these Terms and Conditions of Service are defined in **Exhibit A** of the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement hereto.

**Terms of Service****1. COMPLIANCE WITH INDEPENDENCE, ETHICS AND OTHER REQUIREMENTS**

Deloitte & Touche LLP performs attest services for certain of its clients and is subject to the independence requirements of, among others, the United States Securities and Exchange Commission (SEC), the United States Public Company Accounting Oversight Board (PCAOB), and the American Institute of Certified Public Accountants (AICPA). These requirements mandate that certain of the Employer's employees and their relatives be independent of some or all of such attest clients and their affiliates in accordance with the policies of Deloitte LLP and its subsidiaries (the "Deloitte US Entities").

Upon joining the Employer, you will be asked to review a listing of the attest clients and the affiliates of such clients of certain of the Deloitte US Entities and disclose relationships or financial holdings that you or your relatives may have that could affect the independence of the Deloitte US Entities. Any relationships or holdings that conflict with, among other things, the requirements of the SEC, the PCAOB or the AICPA or the independence or ethics policies of the Deloitte US Entities will need to be resolved immediately. Further, you will be required to comply with these policies throughout your career with the Employer, including, when applicable, maintaining a current list of certain of your financial interests (but not their value) in the independence tracking system.

As a condition to your joining the Employer and continued employment, you are required to complete a representation regarding your understanding of, and compliance with, independence and other matters, on a periodical basis (as requested beginning on



**EXHIBIT**

or prior to the date of you joining the Employer, annually thereafter, and upon certain changes in your role in the Employer), the details of which are provided in the independence representation. An example copy of this representation form is available for your reference on [www.deloittenet.com](http://www.deloittenet.com). The representation should be made to the best of your knowledge and ability. It is your responsibility to consult on any matter should you be uncertain or have a question. You are also requested to refer to [www.deloittenet.com](http://www.deloittenet.com) and *Independence* for more information in this respect. The representations made by you will be subject to an audit and may be reviewed by Deloitte LLP representatives and shared with certain third parties. If you are selected for such an audit, you will need to submit certain personal financial records to Deloitte LLP's internal audit team. Please be assured that Deloitte LLP fully intends to keep all information obtained through the audit process confidential and secure. You hereby give your consent to Deloitte LLP to use the information provided by you for such purposes as provided in the policies regarding independence and ethics.

In the event you (i) do not cooperate or comply with the independence requirements, or (ii) do not complete the necessary representations, or (iii) make inaccurate representation(s); you may be subject to disciplinary action including and up to termination of employment with the Employer.

Please feel free to contact or consult *Independence* should you require any further information or if you have any specific concerns in this respect.

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## **2. NON DISCLOSURE, NON SOLICIT AND INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AGREEMENT ("Employment Agreement")**

You will be expected to sign the Employer's Employment Agreement. Please contact Talent for further details.

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## **3. HARRASSMENT POLICY**

**Administrative Policy Release ("APR") 213** is the Employer's policy prohibiting harassment. Deloitte LLP's subsidiaries located in India ("Deloitte India (Offices of the US)") are committed to providing a working environment that is free from harassment based on caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis, in accordance with applicable Indian central, state or local law. Expressly forbidden are unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Depending on the circumstances, such harassment may also include conduct such as stereotyped or demeaning remarks or gestures or the display or circulation, whether in writing or electronically, of materials or pictures offensive to persons because of their caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis in accordance with applicable Indian central, state or local law. The full policy will be accessible to you on DeloitteNet after joining Deloitte U.S. India.

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#### 4. WORKING HOURS, HOLIDAYS, LEAVES AND MATERNITY BENEFITS

You will be provided with your standard working hours, which may vary over the course of your career. The Employer may, from time to time, subject to applicable laws, require the employee to work beyond these hours.

You shall be entitled to paid holidays and leave as per the Employer's policies.

Women employees are eligible for maternity benefits as per the recent amendments (2017) in the maternity benefit act, 1961, including having 26 weeks of maternity leave with pay, as applicable.

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#### 5. RETIREMENT AGE

The age of retirement for employees of Deloitte India (Offices of the US) is 60 years. Your employment will therefore automatically terminate at the end of the month in which you attain 60 years.

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#### 6. TRANSFERS

You may be transferred, assigned, or asked to attend training at the offices of a Deloitte Entity or its clients or third parties in India or abroad with or without additional compensation. In such an event, you will also be governed by the terms and conditions of service applicable to the transfer, assignment, or training.

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#### 7. NOTICE PERIOD FOR TERMINATION OF SERVICES

The notice period for termination of your services is **60 Days** by either side and/or salary in lieu of notice period on part of the Employer only.

The Employer expects all employees to maintain the highest standards of professional conduct at all times.

In order to assure orderly operations and provide the best possible work environment, the Employer expects you to follow rules of conduct that will protect the interests and safety of all personnel, including but not limited to the Code of Ethics and Professional Conduct.

In the event of any breach of the Code of Ethics and Professional Conduct, non-performance of a contractual obligation or the terms and conditions laid down in this Annexure, or if you engage in any misconduct whether or not in connection with or affecting the business or affairs of the Employer or the work conduct, as specified by Employer, you will be subject to disciplinary action up to and including termination of your services/ employment with the Employer without any notice or payment in lieu of notice notwithstanding any other terms and conditions stipulated herein.

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#### 8. MISCONDUCT

Misconduct may include but is not limited to:

- Irregular attendance: repeated or excessive absence, tardiness or early departures/ late comings without approval.
- Unreported or unapproved absence (including overstay of leave) for more than five consecutive days or deviation from assigned and accepted schedule for more than five days.
- Falsification or manipulation in background verification process or employment records, employment information, or other records prior to or after joining the Employer.
- Falsification or manipulation of Deloitte Time & Expense (DTE).
- Knowingly providing false statements, either verbally or in written form.
- Neglect of normal duties and functions.

- Practices such as reading personal materials during working time, having obscene or inappropriate posters or screen savers at your work station, playing games at your work station, etc.
- Continued discharge of work functions that do not meet the standards reasonably expected.
- Breach of the confidentiality provision in the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement including disclosing to any unauthorized person any *Confidential Information* or *PII*.
- Willful insubordination or disobedience, whether or not in combination with another, of any lawful and reasonable instructions of any member of management or any authorized person.
- Engaging in unapproved outside employment and activities as defined in APR 218 (US & IND) ([https://deloitte.net.deloitte.com/About/Policies/Admin/Pages/218\\_OutsideEmploymentActivities\\_US.aspx](https://deloitte.net.deloitte.com/About/Policies/Admin/Pages/218_OutsideEmploymentActivities_US.aspx)).
- Installing, downloading, copying or duplicating any unauthorized or unlicensed software, programs, games, or attachments on any computer system of the Employer or of any *Deloitte Entity* or its clients.
- Engaging in any illegal activities.
- Workplace violence, including threats of physical violence.
- Corporate credit card delinquencies.
- Causing damage to the property of the Employer, any *Deloitte Entity*, its clients, or their respective personnel
- Going on or abetting a strike in contravention of any law.
- Theft of any property belonging to another, the Employer or any *Deloitte Entity*, or their respective personnel, clients, or visitors
- Possession of firearms, explosives, knives or any instruments that can be used as an injurious or deadly weapon in the workplace or at any *Deloitte Entity* sponsored event.
- Corruption, fraud, or misappropriation of funds.
- Failure to comply with the policies, guidelines, rules and regulations of the Employer or a *Deloitte Entity* as applicable.
- Excessive personal use of the Employer's telephone, fax or computer systems.
- Failure to adhere to applicable laws.
- Any act prejudicial to or in conflict with the interests of the Employer or a *Deloitte Entity*.

The above terms and conditions are based on, and should be read in conjunction with, the Employer's policies, guidelines, procedures and other rules currently applicable, including but not limited to Administrative Policy Releases (APRs) and Deloitte India (Offices of the US)'s other policies, guidelines, rules, and regulations. The above rules are subject to amendments from time to time and the amended rules, policies, procedures, and guidelines would be posted on the Employer's Intranet site i.e. <https://deloitte.net.deloitte.com/Pages/Home.aspx> for employee reference. The policies will be updated from time to time in the future and we deem to have your consent to any and all such changes. Furthermore, upon acceptance of employment with the Employer, you may be requested to read and acknowledge acceptance of various policies and guidelines of the Employer. It is expected that you will read and acknowledge all such communications.

Effective as of **November 13, 2022**, I accept all the terms and conditions of the Employer as stipulated in these Terms and Conditions of Service.

Signature

Name

**Training Agreement****Dear :**

On behalf of **Deloitte Tax Services India Private Limited**, please accept our congratulations on your recent offer of employment to join the Company as **Tax Consultant I** pursuant to the terms and conditions of your offer letter dated **November 13, 2022**. You made a very favorable impression with everyone you met and we are excited about the possibility of you joining the Company.

As you may be aware, as a condition of employment with the Company, you may be required to travel Overseas to attend a series of training sessions for a period of up to 90 days. This training will be a combination of classroom procedural training as well as on-site training to observe employees conducting similar work at various client locations. This training represents the confidence we have in your ability to be a valuable member of the practice of the Company.

As per Company policy, we kindly bring to your attention that all employees attending training overseas are required to sign a Training Agreement which will obligate the employee to repay a calculated amount of the costs associated with the training, only if the employee resigns his/her position or are terminated for cause within a specified period after completion of the training (usually between 6 to 18 months). This repayment obligation disappears after the specified period of time has lapsed. We all look forward to seeing you again soon and having you join our team of outstanding professionals.

Sincerely,

For

**Deloitte Tax Services India Private Limited**

DocuSigned by:

*Pooja Madhani*

By:

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Signature

**Authorized Signatory**



**MORAE SERVICES INDIA PRIVATE LIMITED**

(Wholly owned subsidiary of Morae Global Corporation)

Block C4 (ELM), Ground Floor, Wing A  
Embassy Manyata Business Park  
Nagawara, Bangalore, Karnataka :  
560045, India

CIN: U74999KA2020FTC132061  
info@moraeglobal.com  
+91 80 3040 4400

**Dear AISHWARYA A B,**

We are delighted to offer you employment with **Morae Services India PVT LTD** as an **Associate** at **Band E1** at the Company's branch in Bangalore.

With effect from your date of joining, your employment will be governed by the terms and conditions referred in Annexure I and prevailing policies and process of the Company.

**Compensation:**

Your annual salary including benefits will be **INR 420000**. A detailed breakup of your salary is mentioned in Annexure II.

All payments will be subjected to deduction of tax at source as per applicable statutory regulations.

This offer of employment will expire in One (1) business day from the date of this letter. Any acceptance postmarked or otherwise communicated after this date will be considered invalid.

This offer is contingent upon your positive background verification report and is valid upon you joining before or on the Commencement Date.



**Date of Reporting:**

You are requested to report to the office of the Company at Wing A, Block C4 (ELM), Ground Floor, Embassy Manyata Business Park, Nagawara, Bangalore 560045, on the Commencement Date. In the event of you failing to do so, the offer made herein shall stand withdrawn, unless the reporting date is extended and communicated to you in writing by the Company.

Please note that the terms of this offer (including the terms contained in the Annexure I & II) are strictly confidential between you and the Company.

Please let us know if you have any questions about the items set forth above. We look forward to welcoming you to the Moraе Group family.

Best Wishes,

**For Moraе Services India Private Limited**

DocuSigned by:  
  
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**Ann Marie Kartsounes**  
**Chief People officer**



## **Annexure 1**

### **Employment Terms**

#### **1. Remuneration and Perquisites:**

- a) You will be entitled to receive salary and reimbursements/allowances and other benefits as per existing policies of the company.

#### **2. Benefits:**

- b) You will be eligible for Group Personal Accident Insurance, Medclaim for you and your immediate dependents (Spouse & upto 2 Children, parent/ In-law), and Life Term Insurance.
- c) You will be eligible for 27 days of paid time off (Earned Leave and Sick/Casual Leave). You will also be eligible for 10 paid holidays for Indian festivals and 1 floating leave as per the prevailing leave policy, which may be amended from time to time.
- d) You will be eligible for transportation to office as per the company's current available transportation facilities.

#### **3. General Terms and Conditions**

- a) Your employment is contingent upon you successfully completing the Background check on your past employment and education credentials, which includes clearing your final year graduation or post-graduation successfully.
- b) You shall be a full time employee of the company, based at the location as specified in the first paragraph of this letter. The Company reserves the right to request that you relocate or transfer your services to another office location of Mora Global or its subsidiary or an entity present or future or to any of the client location, in which case you will abide by the terms and working conditions governing such office and the Company will reimburse reasonable relocation expenses for you and your immediate family.
- c) You will at all times perform the duties required under this agreement and devote substantially all productive time, skill and energy to perform these duties for the Company. While in the Company's employment, you will not engage in any other employment or business activity, including, without limitation, transacting business or providing services similar or related to the Company's business, or take up any other office, honorary or otherwise, without the advance or prior written consent of the Company's CEO.
- d) You shall not directly or indirectly at any time during the term of your employment with the Company and for a period of one (1) year from the date of your termination (voluntary or otherwise) for any reason, either on your own account or for any other person or entity, (i) solicit, interfere with or endeavor to entice away from the Company or any of its affiliates, any person who to your knowledge is a client, customer or employee of, or in the habit of dealing with the Company or any of its affiliates; and (ii) carry on, assist, engage in, be concerned or participate in any business/activity (whether directly or indirectly, as a partner, shareholder,



principal, agent, director, affiliate, employee, consultant or in any other capacity or manner whatsoever) which is similar to the business of the Company (a "Competitor"), nor engage in any activity that conflicts with your obligations to the Company as provided herein

**e) Confidentiality**

- (i) In the performance of your duties, you will come to possess information (written or unwritten) on the Company's operations, processes and plans (the "Confidential Information"). All such information shall be held by you in the strictest of confidence and shall not be divulged to any person during your service with the Company or thereafter. In the event of your contravening this confidentiality provision while in the service of the Company or thereafter, the Company will be at liberty to initiate appropriate legal proceedings against you. For avoidance of doubt, these confidentiality restrictions are permanent and do not lapse upon your departure from the company.
- (ii) You shall not employ, use and /or engage the Confidential Information for any purpose other than the business of the company and only during the course of your employment with the Company. The Confidential Information may only be used, copied or disclosed by you during your employment with the Company only as necessary to carry out the Company's business, and, where applicable, only as required or authorized under the terms of any agreements between the Company and the person or entity receiving such Confidential Information. You agree not to take or keep any Confidential Information when you leave the Company, and to return all Confidential Information to the Company before your departure. If you are ever asked to disclose any information or materials that are subject to these confidentiality restrictions, pursuant to legal process or otherwise, you must contact the Company's CEO to seek the Company's consent prior to any disclosure.

For the purpose of the aforesaid clauses, Confidential Information shall include any information which is confidential to the Company, commercially sensitive and is not in the public domain relating to or belonging to the Company or any corporate parents, affiliates or subsidiaries of the Company. Confidential Information includes, without limitation, information relating to business methods, corporate plans, management systems, finances, new business opportunities, marketing or sales of any past, present or future product or service, lists or details of customers, potential customers or the arrangements made with any customer, as well as the Company's professional, technical and administrative manuals; associated forms, processes and computer systems (including hardware, software, databases and information technology systems); other methodologies and systems; marketing and business development plans and strategies; client and prospect files, lists and materials; research materials; investigative materials; and project notes and plans.

**f) Intellectual Property Rights:**

Any product development, process, discovery, plan, specification, program, design, inventions, discoveries, techniques, technologies, methodologies, software, improvements, process, adaptation or any improvement in procedures or other matters of work, irrespective of whether it is the subject matter of protection granted to any intellectual property rights (including without limitation, patents, designs and copyrights), made, developed or discovered by you alone or jointly with any other person or persons, or in connection with services provided to





clients of the Company while in the employment of the Company, in connection with or in any way affecting or relating to the business or expected business of the Company or capable of being used or adapted for use therein or in connection therewith (collectively, the “Works”) shall forthwith be promptly disclosed to the Company and shall belong to and be the absolute property of the Company. All such Works shall be deemed to be “works made for hire” under applicable law. Pursuant to its exclusive proprietary rights, the Company shall have the sole and exclusive right, inter alia, to use, modify or adapt the Works that you have developed during the course of your employment. You hereby assign all of your rights, title and interests (including, without limitation, all copyrights, trademarks, patent rights and other intellectual property rights, including applications therefor) in such Works to the Company. Whenever requested to do so by the Company, you shall execute any and all applications, assignments or other instruments that the Company shall deem necessary to apply for and obtain letters patent, copyrights or any other protection in India or any foreign country, or otherwise protect the Company’s interests therein. If you do not execute such instruments within five (5) days of them being presented to you, you hereby appoint the Company with limited power of attorney to execute all such instruments. This power of attorney is a right coupled with an interest and is irrevocable, these obligations shall continue beyond the conclusion of your employment with the Company, and shall be binding upon your assigns, executors, administrators and other legal representatives. All Works shall be considered Confidential Information.

- g) You will be governed by the rules and regulations of employment established by the Company and general work practices, which will be in force from time to time.
- h) You will be responsible for the safe keeping and the return in good condition and order, of all property of the Company such as equipment, computers, books, etc., which may be in your use, custody, care or charge. The Company shall have the right to deduct the monetary value of all such things from any final monetary settlement due to you, and take such other action, as the Company deems proper in the event of your failure to account for such property to the satisfaction of the Company.
- i) You will keep the Company informed of any change in your residential address or in your civil status.
- j) You shall deal with the Company's money, material and documents with utmost honesty and professional ethics.
- k) This appointment and its continuance are subject to you being found and remaining physically and mentally fit to perform the desired role.
- l) You shall automatically retire from the services of the company on your attaining 58 years of age.

**m) Confirmation Period:**

You will be on probation for a period of six months from the date of joining the company. Your services will be confirmed subject to your satisfactory performance for the first (6) months of your employment and thereafter, a letter of confirmation will be issued to you in writing. You continue to be on probation until expressly confirmed in writing.



**n) Notice Period:**

- (i) Your employment with the Company can be terminated by either party on serving 1 months' notice during probation and two months' notice upon confirmation in writing for confirmed employees and 1 months' notice for employees on probation. The notice shall be served in writing.
- (ii) You will be relieved from the services of the company on completion of necessary exit formalities as per the policy and process of the Company.

**o) Termination of Services:**

- (i) The Company reserves its right to, at its sole discretion, accept your resignation and relieve you immediately by waiving the necessity for such notice. You will be governed by the policies laid down by the Company from time to time and if there is any breach of the same or non-performance of contractual obligations or the terms and conditions laid down in this letter, your service may be terminated without any notice whatsoever notwithstanding any other terms and conditions stipulated herein.
- (ii) In the event, at a later date, any of the statements/particulars furnished by you to the Company are found to be false or misleading, or your work performance falls short of the minimum standards required by the Company, the Company shall have the right to terminate your services, without any notice period, notwithstanding any other terms and conditions stipulated herein.
- (iii) The Company shall be entitled to initiate legal proceedings for any such breach of the above terms and conditions.
- (iv) Upon termination of your employment with the Company, you shall forthwith return to the Company all assets and property of the Company including all documents, files, books, papers, memos, software or any other property of the Company in your possession or under your control.
- (v) In case of any work related international business visits / travel assignments undertaken by you at the request of representatives of Moraе Services India Private Limited ('Company') or an associate/ group company of Moraе Services India Private Limited, you hereby agree to serve the organization for a minimum tenure based on the duration of your stay. For any travel ranging 'three weeks to three months', you will be required to serve the Company for at least six months from the date of your return to the Bangalore office. For any travel beyond three months, you will be required to serve the Company for at least twelve months from the date of your return to the Bangalore office. Upon failure on your part to serve the minimum required tenure (stated above –being in active service and not serving notice period), you agree to repay to the Company all the costs direct and incidental to the stated travel.

**p) Injunctive Relief:**

In the event of a breach or threatened breach by you of any provisions of Sections 3(c) or 3(d) (regarding non-compete and non-solicit obligations), 3(e) (regarding confidentiality) or 3(f) (regarding intellectual property) of this agreement, you agree that the Company, in addition to any other legal and equitable remedies available to it, shall be entitled to provisional andinjunctive relief. You further agree that no bond shall be required to be posted by the Company in connection with any such action for provisional or injunctive relief. The Company may pursue



any remedy available to it, concurrently or consecutively in any order, and the pursuit of one such remedy will not be deemed to be an election of remedies or waiver of the right to pursue any other remedy.

**q) Severability:**

If any term or provision of this Agreement shall, for any reason, be adjudged by any court of competent jurisdiction to be invalid or unenforceable, such judgment shall not effect, impair or invalidate the remainder of this Agreement, but shall be confined in its operation to the provisions of this Agreement directly involved in the controversy in which such judgment shall have been rendered.

Notwithstanding the above, in the event any provision as presently set forth is determined to be invalid by a court of competent jurisdiction, the parties hereto agree that this Agreement shall be appropriately modified so that each and every provision hereof is enforceable to the maximum extent permitted by law.

**r) Relocation expense:**

The Management reserves its right to cover reasonable relocation expenses and any amount paid by the employee in lieu of the notice period for previous employment as per the policy. The employee will have to pay back any such reimbursements if they leave the company within 12 months from the date of joining.

If this offer letter is being issued electronically, we would request you to sign it and return a scanned copy in confirmation of you having accepted the above terms and conditions.

We welcome you to the Morae Group family, and we hope that you will have a long and fruitful career with us.



**ANNEXURE II**  
**REMUNERATION AND PERQUISITES**

|                         |                        |                        |
|-------------------------|------------------------|------------------------|
| Employee Name           | <b>AISHWARYA A B</b>   |                        |
| Designation             | <b>Associate (E1)</b>  |                        |
| Salary Component        | <b>Per Month (INR)</b> | <b>Per Annum (INR)</b> |
| <b>Gross (A)</b>        |                        |                        |
| Basic                   | 10,439                 | 1,25,272               |
| HRA                     | 4,176                  | 50,109                 |
| Medical                 | 1,250                  | 15,000                 |
| Food Allowance          | 1,100                  | 13,200                 |
| LTA                     | 3,333                  | 40,000                 |
| Employee Provident Fund | 1,800                  | 21,600                 |
| Statutory Bonus         | 1,400                  | 16,800                 |
| Special Allowance       | 11,299                 | 1,35,593               |
| <b>Benefits (B)</b>     |                        |                        |
| Transport Allowance     | 2,200                  | 26,400                 |
| Gratuity                | 502                    | 6,026                  |
| <b>Total CTC (A+B)</b>  | <b>37,500</b>          | <b>420000</b>          |

*\*The annual compensation amount (CTC) is inclusive of National Pension Scheme & Statutory bonus, if applicable*

*\*Transport allowance of INR 2200 will be paid to you on a monthly basis, if you do not avail the company provided transport facility*

*\*All Payments will be subjected to deduction of tax at source as per the applicable statutory regulations.*

**For Moraе Services India Private Limited**

**I accept the offer and all terms and conditions set forth**

DocuSigned by:  
  
52C8F1353C5E477...

**Name:**

**Ann Marie Kartsounes**

**Chief People Officer**

**Signature & Date:**



**MORAE SERVICES INDIA PRIVATE LIMITED**

(Wholly owned subsidiary of Morae Global Corporation)

Block C4 (ELM), Ground Floor, Wing A  
Embassy Manyata Business Park  
Nagawara, Bangalore, Karnataka :  
560045, India

CIN: U74999KA2020FTC132061  
info@moraeglobal.com  
+91 80 3040 4400

**Dear AMEYA V,**

We are delighted to offer you employment with **Morae Services India PVT LTD** as an **Associate** at **Band E1** at the Company's branch in Bangalore.

With effect from your date of joining, your employment will be governed by the terms and conditions referred in Annexure I and prevailing policies and process of the Company.

**Compensation:**

Your annual salary including benefits will be **INR 420000**. A detailed breakup of your salary is mentioned in Annexure II.

All payments will be subjected to deduction of tax at source as per applicable statutory regulations.

This offer of employment will expire in One (1) business day from the date of this letter. Any acceptance postmarked or otherwise communicated after this date will be considered invalid.

This offer is contingent upon your positive background verification report and is valid upon you joining before or on the Commencement Date.



**Date of Reporting:**

You are requested to report to the office of the Company at Wing A, Block C4 (ELM), Ground Floor, Embassy Manyata Business Park, Nagawara, Bangalore 560045, on the Commencement Date. In the event of you failing to do so, the offer made herein shall stand withdrawn, unless the reporting date is extended and communicated to you in writing by the Company.

Please note that the terms of this offer (including the terms contained in the Annexure I & II) are strictly confidential between you and the Company.

Please let us know if you have any questions about the items set forth above. We look forward to welcoming you to the Moraе Group family.

Best Wishes,

**For Moraе Services India Private Limited**

DocuSigned by:  
  
52C8F1353C5E477...

**Ann Marie Kartsounes**  
**Chief People officer**



## **Annexure 1**

### **Employment Terms**

#### **1. Remuneration and Perquisites:**

- a) You will be entitled to receive salary and reimbursements/allowances and other benefits as per existing policies of the company.

#### **2. Benefits:**

- b) You will be eligible for Group Personal Accident Insurance, Medclaim for you and your immediate dependents (Spouse & upto 2 Children, parent/ In-law), and Life Term Insurance.
- c) You will be eligible for 27 days of paid time off (Earned Leave and Sick/Casual Leave). You will also be eligible for 10 paid holidays for Indian festivals and 1 floating leave as per the prevailing leave policy, which may be amended from time to time.
- d) You will be eligible for transportation to office as per the company's current available transportation facilities.

#### **3. General Terms and Conditions**

- a) Your employment is contingent upon you successfully completing the Background check on your past employment and education credentials, which includes clearing your final year graduation or post-graduation successfully.
- b) You shall be a full time employee of the company, based at the location as specified in the first paragraph of this letter. The Company reserves the right to request that you relocate or transfer your services to another office location of Morae Global or its subsidiary or an entity present or future or to any of the client location, in which case you will abide by the terms and working conditions governing such office and the Company will reimburse reasonable relocation expenses for you and your immediate family.
- c) You will at all times perform the duties required under this agreement and devote substantially all productive time, skill and energy to perform these duties for the Company. While in the Company's employment, you will not engage in any other employment or business activity, including, without limitation, transacting business or providing services similar or related to the Company's business, or take up any other office, honorary or otherwise, without the advance or prior written consent of the Company's CEO.
- d) You shall not directly or indirectly at any time during the term of your employment with the Company and for a period of one (1) year from the date of your termination (voluntary or otherwise) for any reason, either on your own account or for any other person or entity, (i) solicit, interfere with or endeavor to entice away from the Company or any of its affiliates, any person who to your knowledge is a client, customer or employee of, or in the habit of dealing with the Company or any of its affiliates; and (ii) carry on, assist, engage in, be concerned or participate in any business/activity (whether directly or indirectly, as a partner, shareholder,



principal, agent, director, affiliate, employee, consultant or in any other capacity or manner whatsoever) which is similar to the business of the Company (a "Competitor"), nor engage in any activity that conflicts with your obligations to the Company as provided herein

**e) Confidentiality**

- (i) In the performance of your duties, you will come to possess information (written or unwritten) on the Company's operations, processes and plans (the "Confidential Information"). All such information shall be held by you in the strictest of confidence and shall not be divulged to any person during your service with the Company or thereafter. In the event of your contravening this confidentiality provision while in the service of the Company or thereafter, the Company will be at liberty to initiate appropriate legal proceedings against you. For avoidance of doubt, these confidentiality restrictions are permanent and do not lapse upon your departure from the company.
- (ii) You shall not employ, use and /or engage the Confidential Information for any purpose other than the business of the company and only during the course of your employment with the Company. The Confidential Information may only be used, copied or disclosed by you during your employment with the Company only as necessary to carry out the Company's business, and, where applicable, only as required or authorized under the terms of any agreements between the Company and the person or entity receiving such Confidential Information. You agree not to take or keep any Confidential Information when you leave the Company, and to return all Confidential Information to the Company before your departure. If you are ever asked to disclose any information or materials that are subject to these confidentiality restrictions, pursuant to legal process or otherwise, you must contact the Company's CEO to seek the Company's consent prior to any disclosure.

For the purpose of the aforesaid clauses, Confidential Information shall include any information which is confidential to the Company, commercially sensitive and is not in the public domain relating to or belonging to the Company or any corporate parents, affiliates or subsidiaries of the Company. Confidential Information includes, without limitation, information relating to business methods, corporate plans, management systems, finances, new business opportunities, marketing or sales of any past, present or future product or service, lists or details of customers, potential customers or the arrangements made with any customer, as well as the Company's professional, technical and administrative manuals; associated forms, processes and computer systems (including hardware, software, databases and information technology systems); other methodologies and systems; marketing and business development plans and strategies; client and prospect files, lists and materials; research materials; investigative materials; and project notes and plans.

**f) Intellectual Property Rights:**

Any product development, process, discovery, plan, specification, program, design, inventions, discoveries, techniques, technologies, methodologies, software, improvements, process, adaptation or any improvement in procedures or other matters of work, irrespective of whether it is the subject matter of protection granted to any intellectual property rights (including without limitation, patents, designs and copyrights), made, developed or discovered by you alone or jointly with any other person or persons, or in connection with services provided to





clients of the Company while in the employment of the Company, in connection with or in any way affecting or relating to the business or expected business of the Company or capable of being used or adapted for use therein or in connection therewith (collectively, the “Works”) shall forthwith be promptly disclosed to the Company and shall belong to and be the absolute property of the Company. All such Works shall be deemed to be “works made for hire” under applicable law. Pursuant to its exclusive proprietary rights, the Company shall have the sole and exclusive right, inter alia, to use, modify or adapt the Works that you have developed during the course of your employment. You hereby assign all of your rights, title and interests (including, without limitation, all copyrights, trademarks, patent rights and other intellectual property rights, including applications therefor) in such Works to the Company. Whenever requested to do so by the Company, you shall execute any and all applications, assignments or other instruments that the Company shall deem necessary to apply for and obtain letters patent, copyrights or any other protection in India or any foreign country, or otherwise protect the Company’s interests therein. If you do not execute such instruments within five (5) days of them being presented to you, you hereby appoint the Company with limited power of attorney to execute all such instruments. This power of attorney is a right coupled with an interest and is irrevocable, these obligations shall continue beyond the conclusion of your employment with the Company, and shall be binding upon your assigns, executors, administrators and other legal representatives. All Works shall be considered Confidential Information.

- g) You will be governed by the rules and regulations of employment established by the Company and general work practices, which will be in force from time to time.
- h) You will be responsible for the safe keeping and the return in good condition and order, of all property of the Company such as equipment, computers, books, etc., which may be in your use, custody, care or charge. The Company shall have the right to deduct the monetary value of all such things from any final monetary settlement due to you, and take such other action, as the Company deems proper in the event of your failure to account for such property to the satisfaction of the Company.
- i) You will keep the Company informed of any change in your residential address or in your civil status.
- j) You shall deal with the Company's money, material and documents with utmost honesty and professional ethics.
- k) This appointment and its continuance are subject to you being found and remaining physically and mentally fit to perform the desired role.
- l) You shall automatically retire from the services of the company on your attaining 58 years of age.

**m) Confirmation Period:**

You will be on probation for a period of six months from the date of joining the company. Your services will be confirmed subject to your satisfactory performance for the first (6) months of your employment and thereafter, a letter of confirmation will be issued to you in writing. You continue to be on probation until expressly confirmed in writing.



**n) Notice Period:**

- (i) Your employment with the Company can be terminated by either party on serving 1 months' notice during probation and two months' notice upon confirmation in writing for confirmed employees and 1 months' notice for employees on probation. The notice shall be served in writing.
- (ii) You will be relieved from the services of the company on completion of necessary exit formalities as per the policy and process of the Company.

**o) Termination of Services:**

- (i) The Company reserves its right to, at its sole discretion, accept your resignation and relieve you immediately by waiving the necessity for such notice. You will be governed by the policies laid down by the Company from time to time and if there is any breach of the same or non-performance of contractual obligations or the terms and conditions laid down in this letter, your service may be terminated without any notice whatsoever notwithstanding any other terms and conditions stipulated herein.
- (ii) In the event, at a later date, any of the statements/particulars furnished by you to the Company are found to be false or misleading, or your work performance falls short of the minimum standards required by the Company, the Company shall have the right to terminate your services, without any notice period, notwithstanding any other terms and conditions stipulated herein.
- (iii) The Company shall be entitled to initiate legal proceedings for any such breach of the above terms and conditions.
- (iv) Upon termination of your employment with the Company, you shall forthwith return to the Company all assets and property of the Company including all documents, files, books, papers, memos, software or any other property of the Company in your possession or under your control.
- (v) In case of any work related international business visits / travel assignments undertaken by you at the request of representatives of Morae Services India Private Limited ('Company') or an associate/ group company of Morae Services India Private Limited, you hereby agree to serve the organization for a minimum tenure based on the duration of your stay. For any travel ranging 'three weeks to three months', you will be required to serve the Company for at least six months from the date of your return to the Bangalore office. For any travel beyond three months, you will be required to serve the Company for at least twelve months from the date of your return to the Bangalore office. Upon failure on your part to serve the minimum required tenure (stated above –being in active service and not serving notice period), you agree to repay to the Company all the costs direct and incidental to the stated travel.

**p) Injunctive Relief:**

In the event of a breach or threatened breach by you of any provisions of Sections 3(c) or 3(d) (regarding non-compete and non-solicit obligations), 3(e) (regarding confidentiality) or 3(f) (regarding intellectual property) of this agreement, you agree that the Company, in addition to any other legal and equitable remedies available to it, shall be entitled to provisional and injunctive relief. You further agree that no bond shall be required to be posted by the Company in connection with any such action for provisional or injunctive relief. The Company may pursue



any remedy available to it, concurrently or consecutively in any order, and the pursuit of one such remedy will not be deemed to be an election of remedies or waiver of the right to pursue any other remedy.

**q) Severability:**

If any term or provision of this Agreement shall, for any reason, be adjudged by any court of competent jurisdiction to be invalid or unenforceable, such judgment shall not effect, impair or invalidate the remainder of this Agreement, but shall be confined in its operation to the provisions of this Agreement directly involved in the controversy in which such judgment shall have been rendered.

Notwithstanding the above, in the event any provision as presently set forth is determined to be invalid by a court of competent jurisdiction, the parties hereto agree that this Agreement shall be appropriately modified so that each and every provision hereof is enforceable to the maximum extent permitted by law.

**r) Relocation expense:**

The Management reserves its right to cover reasonable relocation expenses and any amount paid by the employee in lieu of the notice period for previous employment as per the policy. The employee will have to pay back any such reimbursements if they leave the company within 12 months from the date of joining.

If this offer letter is being issued electronically, we would request you to sign it and return a scanned copy in confirmation of you having accepted the above terms and conditions.

We welcome you to the Moraе Group family, and we hope that you will have a long and fruitful career with us.



**ANNEXURE II**  
**REMUNERATION AND PERQUISITES**

|                         |                        |                        |
|-------------------------|------------------------|------------------------|
| Employee Name           | <b>AMEYA V</b>         |                        |
| Designation             | <b>Associate (E1)</b>  |                        |
| Salary Component        | <b>Per Month (INR)</b> | <b>Per Annum (INR)</b> |
| <b>Gross (A)</b>        |                        |                        |
| Basic                   | 10,439                 | 1,25,272               |
| HRA                     | 4,176                  | 50,109                 |
| Medical                 | 1,250                  | 15,000                 |
| Food Allowance          | 1,100                  | 13,200                 |
| LTA                     | 3,333                  | 40,000                 |
| Employee Provident Fund | 1,800                  | 21,600                 |
| Statutory Bonus         | 1,400                  | 16,800                 |
| Special Allowance       | 11,299                 | 1,35,593               |
| <b>Benefits (B)</b>     |                        |                        |
| Transport Allowance     | 2,200                  | 26,400                 |
| Gratuity                | 502                    | 6,026                  |
| <b>Total CTC (A+B)</b>  | <b>37,500</b>          | <b>420000</b>          |

*\*The annual compensation amount (CTC) is inclusive of National Pension Scheme & Statutory bonus, if applicable*

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**For Moraе Services India Private Limited**

**I accept the offer and all terms and conditions set forth**

DocuSigned by:  
  
52C8F1353C5E477...

**Name:**

**Ann Marie Kartsounes**

**Chief People Officer**

**Signature & Date:**



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(Wholly owned subsidiary of Morae Global Corporation)

Block C4 (ELM), Ground Floor, Wing A  
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560045, India

CIN: U74999KA2020FTC132061  
info@moraeglobal.com  
+91 80 3040 4400

**Dear AMRUTHA AJITH,**

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With effect from your date of joining, your employment will be governed by the terms and conditions referred in Annexure I and prevailing policies and process of the Company.

**Compensation:**

Your annual salary including benefits will be **INR 420000**. A detailed breakup of your salary is mentioned in Annexure II.

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This offer is contingent upon your positive background verification report and is valid upon you joining before or on the Commencement Date.



**Date of Reporting:**

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Please note that the terms of this offer (including the terms contained in the Annexure I & II) are strictly confidential between you and the Company.

Please let us know if you have any questions about the items set forth above. We look forward to welcoming you to the Moraе Group family.

Best Wishes,

**For Moraе Services India Private Limited**

DocuSigned by:  
  
52C8F1353C5E477...

**Ann Marie Kartsounes**  
**Chief People officer**



## **Annexure 1**

### **Employment Terms**

#### **1. Remuneration and Perquisites:**

- a) You will be entitled to receive salary and reimbursements/allowances and other benefits as per existing policies of the company.

#### **2. Benefits:**

- b) You will be eligible for Group Personal Accident Insurance, Medclaim for you and your immediate dependents (Spouse & upto 2 Children, parent/ In-law), and Life Term Insurance.
- c) You will be eligible for 27 days of paid time off (Earned Leave and Sick/Casual Leave). You will also be eligible for 10 paid holidays for Indian festivals and 1 floating leave as per the prevailing leave policy, which may be amended from time to time.
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- b) You shall be a full time employee of the company, based at the location as specified in the first paragraph of this letter. The Company reserves the right to request that you relocate or transfer your services to another office location of Mora Global or its subsidiary or an entity present or future or to any of the client location, in which case you will abide by the terms and working conditions governing such office and the Company will reimburse reasonable relocation expenses for you and your immediate family.
- c) You will at all times perform the duties required under this agreement and devote substantially all productive time, skill and energy to perform these duties for the Company. While in the Company's employment, you will not engage in any other employment or business activity, including, without limitation, transacting business or providing services similar or related to the Company's business, or take up any other office, honorary or otherwise, without the advance or prior written consent of the Company's CEO.
- d) You shall not directly or indirectly at any time during the term of your employment with the Company and for a period of one (1) year from the date of your termination (voluntary or otherwise) for any reason, either on your own account or for any other person or entity, (i) solicit, interfere with or endeavor to entice away from the Company or any of its affiliates, any person who to your knowledge is a client, customer or employee of, or in the habit of dealing with the Company or any of its affiliates; and (ii) carry on, assist, engage in, be concerned or participate in any business/activity (whether directly or indirectly, as a partner, shareholder,



principal, agent, director, affiliate, employee, consultant or in any other capacity or manner whatsoever) which is similar to the business of the Company (a "Competitor"), nor engage in any activity that conflicts with your obligations to the Company as provided herein

**e) Confidentiality**

- (i) In the performance of your duties, you will come to possess information (written or unwritten) on the Company's operations, processes and plans (the "Confidential Information"). All such information shall be held by you in the strictest of confidence and shall not be divulged to any person during your service with the Company or thereafter. In the event of your contravening this confidentiality provision while in the service of the Company or thereafter, the Company will be at liberty to initiate appropriate legal proceedings against you. For avoidance of doubt, these confidentiality restrictions are permanent and do not lapse upon your departure from the company.
- (ii) You shall not employ, use and /or engage the Confidential Information for any purpose other than the business of the company and only during the course of your employment with the Company. The Confidential Information may only be used, copied or disclosed by you during your employment with the Company only as necessary to carry out the Company's business, and, where applicable, only as required or authorized under the terms of any agreements between the Company and the person or entity receiving such Confidential Information. You agree not to take or keep any Confidential Information when you leave the Company, and to return all Confidential Information to the Company before your departure. If you are ever asked to disclose any information or materials that are subject to these confidentiality restrictions, pursuant to legal process or otherwise, you must contact the Company's CEO to seek the Company's consent prior to any disclosure.

For the purpose of the aforesaid clauses, Confidential Information shall include any information which is confidential to the Company, commercially sensitive and is not in the public domain relating to or belonging to the Company or any corporate parents, affiliates or subsidiaries of the Company. Confidential Information includes, without limitation, information relating to business methods, corporate plans, management systems, finances, new business opportunities, marketing or sales of any past, present or future product or service, lists or details of customers, potential customers or the arrangements made with any customer, as well as the Company's professional, technical and administrative manuals; associated forms, processes and computer systems (including hardware, software, databases and information technology systems); other methodologies and systems; marketing and business development plans and strategies; client and prospect files, lists and materials; research materials; investigative materials; and project notes and plans.

**f) Intellectual Property Rights:**

Any product development, process, discovery, plan, specification, program, design, inventions, discoveries, techniques, technologies, methodologies, software, improvements, process, adaptation or any improvement in procedures or other matters of work, irrespective of whether it is the subject matter of protection granted to any intellectual property rights (including without limitation, patents, designs and copyrights), made, developed or discovered by you alone or jointly with any other person or persons, or in connection with services provided to





clients of the Company while in the employment of the Company, in connection with or in any way affecting or relating to the business or expected business of the Company or capable of being used or adapted for use therein or in connection therewith (collectively, the “Works”) shall forthwith be promptly disclosed to the Company and shall belong to and be the absolute property of the Company. All such Works shall be deemed to be “works made for hire” under applicable law. Pursuant to its exclusive proprietary rights, the Company shall have the sole and exclusive right, inter alia, to use, modify or adapt the Works that you have developed during the course of your employment. You hereby assign all of your rights, title and interests (including, without limitation, all copyrights, trademarks, patent rights and other intellectual property rights, including applications therefor) in such Works to the Company. Whenever requested to do so by the Company, you shall execute any and all applications, assignments or other instruments that the Company shall deem necessary to apply for and obtain letters patent, copyrights or any other protection in India or any foreign country, or otherwise protect the Company’s interests therein. If you do not execute such instruments within five (5) days of them being presented to you, you hereby appoint the Company with limited power of attorney to execute all such instruments. This power of attorney is a right coupled with an interest and is irrevocable, these obligations shall continue beyond the conclusion of your employment with the Company, and shall be binding upon your assigns, executors, administrators and other legal representatives. All Works shall be considered Confidential Information.

- g) You will be governed by the rules and regulations of employment established by the Company and general work practices, which will be in force from time to time.
- h) You will be responsible for the safe keeping and the return in good condition and order, of all property of the Company such as equipment, computers, books, etc., which may be in your use, custody, care or charge. The Company shall have the right to deduct the monetary value of all such things from any final monetary settlement due to you, and take such other action, as the Company deems proper in the event of your failure to account for such property to the satisfaction of the Company.
- i) You will keep the Company informed of any change in your residential address or in your civil status.
- j) You shall deal with the Company's money, material and documents with utmost honesty and professional ethics.
- k) This appointment and its continuance are subject to you being found and remaining physically and mentally fit to perform the desired role.
- l) You shall automatically retire from the services of the company on your attaining 58 years of age.

**m) Confirmation Period:**

You will be on probation for a period of six months from the date of joining the company. Your services will be confirmed subject to your satisfactory performance for the first (6) months of your employment and thereafter, a letter of confirmation will be issued to you in writing. You continue to be on probation until expressly confirmed in writing.



**n) Notice Period:**

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- (ii) You will be relieved from the services of the company on completion of necessary exit formalities as per the policy and process of the Company.

**o) Termination of Services:**

- (i) The Company reserves its right to, at its sole discretion, accept your resignation and relieve you immediately by waiving the necessity for such notice. You will be governed by the policies laid down by the Company from time to time and if there is any breach of the same or non-performance of contractual obligations or the terms and conditions laid down in this letter, your service may be terminated without any notice whatsoever notwithstanding any other terms and conditions stipulated herein.
- (ii) In the event, at a later date, any of the statements/particulars furnished by you to the Company are found to be false or misleading, or your work performance falls short of the minimum standards required by the Company, the Company shall have the right to terminate your services, without any notice period, notwithstanding any other terms and conditions stipulated herein.
- (iii) The Company shall be entitled to initiate legal proceedings for any such breach of the above terms and conditions.
- (iv) Upon termination of your employment with the Company, you shall forthwith return to the Company all assets and property of the Company including all documents, files, books, papers, memos, software or any other property of the Company in your possession or under your control.
- (v) In case of any work related international business visits / travel assignments undertaken by you at the request of representatives of Morae Services India Private Limited ('Company') or an associate/ group company of Morae Services India Private Limited, you hereby agree to serve the organization for a minimum tenure based on the duration of your stay. For any travel ranging 'three weeks to three months', you will be required to serve the Company for at least six months from the date of your return to the Bangalore office. For any travel beyond three months, you will be required to serve the Company for at least twelve months from the date of your return to the Bangalore office. Upon failure on your part to serve the minimum required tenure (stated above –being in active service and not serving notice period), you agree to repay to the Company all the costs direct and incidental to the stated travel.

**p) Injunctive Relief:**

In the event of a breach or threatened breach by you of any provisions of Sections 3(c) or 3(d) (regarding non-compete and non-solicit obligations), 3(e) (regarding confidentiality) or 3(f) (regarding intellectual property) of this agreement, you agree that the Company, in addition to any other legal and equitable remedies available to it, shall be entitled to provisional and injunctive relief. You further agree that no bond shall be required to be posted by the Company in connection with any such action for provisional or injunctive relief. The Company may pursue



any remedy available to it, concurrently or consecutively in any order, and the pursuit of one such remedy will not be deemed to be an election of remedies or waiver of the right to pursue any other remedy.

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If any term or provision of this Agreement shall, for any reason, be adjudged by any court of competent jurisdiction to be invalid or unenforceable, such judgment shall not effect, impair or invalidate the remainder of this Agreement, but shall be confined in its operation to the provisions of this Agreement directly involved in the controversy in which such judgment shall have been rendered.

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If this offer letter is being issued electronically, we would request you to sign it and return a scanned copy in confirmation of you having accepted the above terms and conditions.

We welcome you to the Moraе Group family, and we hope that you will have a long and fruitful career with us.



**ANNEXURE II**  
**REMUNERATION AND PERQUISITES**

|                         |                        |                        |
|-------------------------|------------------------|------------------------|
| Employee Name           | <b>AMRUTHA AJITH</b>   |                        |
| Designation             | <b>Associate (E1)</b>  |                        |
| Salary Component        | <b>Per Month (INR)</b> | <b>Per Annum (INR)</b> |
| <b>Gross (A)</b>        |                        |                        |
| Basic                   | 10,439                 | 1,25,272               |
| HRA                     | 4,176                  | 50,109                 |
| Medical                 | 1,250                  | 15,000                 |
| Food Allowance          | 1,100                  | 13,200                 |
| LTA                     | 3,333                  | 40,000                 |
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| Statutory Bonus         | 1,400                  | 16,800                 |
| Special Allowance       | 11,299                 | 1,35,593               |
| <b>Benefits (B)</b>     |                        |                        |
| Transport Allowance     | 2,200                  | 26,400                 |
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*\*Transport allowance of INR 2200 will be paid to you on a monthly basis, if you do not avail the company provided transport facility*

*\*All Payments will be subjected to deduction of tax at source as per the applicable statutory regulations.*

**For Morae Services India Private Limited**

**I accept the offer and all terms and conditions set forth**

DocuSigned by:  
  
52C8F1353C5E477...

**Name:**

**Ann Marie Kartsounes**

**Chief People Officer**

**Signature & Date:**



**MORAE SERVICES INDIA PRIVATE LIMITED**

(Wholly owned subsidiary of Morae Global Corporation)

Block C4 (ELM), Ground Floor, Wing A  
Embassy Manyata Business Park  
Nagawara, Bangalore, Karnataka :  
560045, India

CIN: U74999KA2020FTC132061  
info@moraeglobal.com  
+91 80 3040 4400

**Dear BHAVANI HIREMATH,**

We are delighted to offer you employment with **Morae Services India PVT LTD** as an **Associate** at **Band E1** at the Company's branch in Bangalore.

With effect from your date of joining, your employment will be governed by the terms and conditions referred in Annexure I and prevailing policies and process of the Company.

**Compensation:**

Your annual salary including benefits will be **INR 420000**. A detailed breakup of your salary is mentioned in Annexure II.

All payments will be subjected to deduction of tax at source as per applicable statutory regulations.

This offer of employment will expire in One (1) business day from the date of this letter. Any acceptance postmarked or otherwise communicated after this date will be considered invalid.

This offer is contingent upon your positive background verification report and is valid upon you joining before or on the Commencement Date.



**Date of Reporting:**

You are requested to report to the office of the Company at Wing A, Block C4 (ELM), Ground Floor, Embassy Manyata Business Park, Nagawara, Bangalore 560045, on the Commencement Date. In the event of you failing to do so, the offer made herein shall stand withdrawn, unless the reporting date is extended and communicated to you in writing by the Company.

Please note that the terms of this offer (including the terms contained in the Annexure I & II) are strictly confidential between you and the Company.

Please let us know if you have any questions about the items set forth above. We look forward to welcoming you to the Morae Group family.

Best Wishes,

**For Morae Services India Private Limited**

DocuSigned by:  
  
52C8F1353C5E477...

**Ann Marie Kartsounes**  
**Chief People officer**



## **Annexure 1**

### **Employment Terms**

#### **1. Remuneration and Perquisites:**

- a) You will be entitled to receive salary and reimbursements/allowances and other benefits as per existing policies of the company.

#### **2. Benefits:**

- b) You will be eligible for Group Personal Accident Insurance, Medclaim for you and your immediate dependents (Spouse & upto 2 Children, parent/ In-law), and Life Term Insurance.
- c) You will be eligible for 27 days of paid time off (Earned Leave and Sick/Casual Leave). You will also be eligible for 10 paid holidays for Indian festivals and 1 floating leave as per the prevailing leave policy, which may be amended from time to time.
- d) You will be eligible for transportation to office as per the company's current available transportation facilities.

#### **3. General Terms and Conditions**

- a) Your employment is contingent upon you successfully completing the Background check on your past employment and education credentials, which includes clearing your final year graduation or post-graduation successfully.
- b) You shall be a full time employee of the company, based at the location as specified in the first paragraph of this letter. The Company reserves the right to request that you relocate or transfer your services to another office location of Morae Global or its subsidiary or an entity present or future or to any of the client location, in which case you will abide by the terms and working conditions governing such office and the Company will reimburse reasonable relocation expenses for you and your immediate family.
- c) You will at all times perform the duties required under this agreement and devote substantially all productive time, skill and energy to perform these duties for the Company. While in the Company's employment, you will not engage in any other employment or business activity, including, without limitation, transacting business or providing services similar or related to the Company's business, or take up any other office, honorary or otherwise, without the advance or prior written consent of the Company's CEO.
- d) You shall not directly or indirectly at any time during the term of your employment with the Company and for a period of one (1) year from the date of your termination (voluntary or otherwise) for any reason, either on your own account or for any other person or entity, (i) solicit, interfere with or endeavor to entice away from the Company or any of its affiliates, any person who to your knowledge is a client, customer or employee of, or in the habit of dealing with the Company or any of its affiliates; and (ii) carry on, assist, engage in, be concerned or participate in any business/activity (whether directly or indirectly, as a partner, shareholder,



principal, agent, director, affiliate, employee, consultant or in any other capacity or manner whatsoever) which is similar to the business of the Company (a "Competitor"), nor engage in any activity that conflicts with your obligations to the Company as provided herein

**e) Confidentiality**

- (i) In the performance of your duties, you will come to possess information (written or unwritten) on the Company's operations, processes and plans (the "Confidential Information"). All such information shall be held by you in the strictest of confidence and shall not be divulged to any person during your service with the Company or thereafter. In the event of your contravening this confidentiality provision while in the service of the Company or thereafter, the Company will be at liberty to initiate appropriate legal proceedings against you. For avoidance of doubt, these confidentiality restrictions are permanent and do not lapse upon your departure from the company.
- (ii) You shall not employ, use and /or engage the Confidential Information for any purpose other than the business of the company and only during the course of your employment with the Company. The Confidential Information may only be used, copied or disclosed by you during your employment with the Company only as necessary to carry out the Company's business, and, where applicable, only as required or authorized under the terms of any agreements between the Company and the person or entity receiving such Confidential Information. You agree not to take or keep any Confidential Information when you leave the Company, and to return all Confidential Information to the Company before your departure. If you are ever asked to disclose any information or materials that are subject to these confidentiality restrictions, pursuant to legal process or otherwise, you must contact the Company's CEO to seek the Company's consent prior to any disclosure.

For the purpose of the aforesaid clauses, Confidential Information shall include any information which is confidential to the Company, commercially sensitive and is not in the public domain relating to or belonging to the Company or any corporate parents, affiliates or subsidiaries of the Company. Confidential Information includes, without limitation, information relating to business methods, corporate plans, management systems, finances, new business opportunities, marketing or sales of any past, present or future product or service, lists or details of customers, potential customers or the arrangements made with any customer, as well as the Company's professional, technical and administrative manuals; associated forms, processes and computer systems (including hardware, software, databases and information technology systems); other methodologies and systems; marketing and business development plans and strategies; client and prospect files, lists and materials; research materials; investigative materials; and project notes and plans.

**f) Intellectual Property Rights:**

Any product development, process, discovery, plan, specification, program, design, inventions, discoveries, techniques, technologies, methodologies, software, improvements, process, adaptation or any improvement in procedures or other matters of work, irrespective of whether it is the subject matter of protection granted to any intellectual property rights (including without limitation, patents, designs and copyrights), made, developed or discovered by you alone or jointly with any other person or persons, or in connection with services provided to





clients of the Company while in the employment of the Company, in connection with or in any way affecting or relating to the business or expected business of the Company or capable of being used or adapted for use therein or in connection therewith (collectively, the “Works”) shall forthwith be promptly disclosed to the Company and shall belong to and be the absolute property of the Company. All such Works shall be deemed to be “works made for hire” under applicable law. Pursuant to its exclusive proprietary rights, the Company shall have the sole and exclusive right, inter alia, to use, modify or adapt the Works that you have developed during the course of your employment. You hereby assign all of your rights, title and interests (including, without limitation, all copyrights, trademarks, patent rights and other intellectual property rights, including applications therefor) in such Works to the Company. Whenever requested to do so by the Company, you shall execute any and all applications, assignments or other instruments that the Company shall deem necessary to apply for and obtain letters patent, copyrights or any other protection in India or any foreign country, or otherwise protect the Company’s interests therein. If you do not execute such instruments within five (5) days of them being presented to you, you hereby appoint the Company with limited power of attorney to execute all such instruments. This power of attorney is a right coupled with an interest and is irrevocable, these obligations shall continue beyond the conclusion of your employment with the Company, and shall be binding upon your assigns, executors, administrators and other legal representatives. All Works shall be considered Confidential Information.

- g) You will be governed by the rules and regulations of employment established by the Company and general work practices, which will be in force from time to time.
- h) You will be responsible for the safe keeping and the return in good condition and order, of all property of the Company such as equipment, computers, books, etc., which may be in your use, custody, care or charge. The Company shall have the right to deduct the monetary value of all such things from any final monetary settlement due to you, and take such other action, as the Company deems proper in the event of your failure to account for such property to the satisfaction of the Company.
- i) You will keep the Company informed of any change in your residential address or in your civil status.
- j) You shall deal with the Company's money, material and documents with utmost honesty and professional ethics.
- k) This appointment and its continuance are subject to you being found and remaining physically and mentally fit to perform the desired role.
- l) You shall automatically retire from the services of the company on your attaining 58 years of age.

**m) Confirmation Period:**

You will be on probation for a period of six months from the date of joining the company. Your services will be confirmed subject to your satisfactory performance for the first (6) months of your employment and thereafter, a letter of confirmation will be issued to you in writing. You continue to be on probation until expressly confirmed in writing.



**n) Notice Period:**

- (i) Your employment with the Company can be terminated by either party on serving 1 months' notice during probation and two months' notice upon confirmation in writing for confirmed employees and 1 months' notice for employees on probation. The notice shall be served in writing.
- (ii) You will be relieved from the services of the company on completion of necessary exit formalities as per the policy and process of the Company.

**o) Termination of Services:**

- (i) The Company reserves its right to, at its sole discretion, accept your resignation and relieve you immediately by waiving the necessity for such notice. You will be governed by the policies laid down by the Company from time to time and if there is any breach of the same or non-performance of contractual obligations or the terms and conditions laid down in this letter, your service may be terminated without any notice whatsoever notwithstanding any other terms and conditions stipulated herein.
- (ii) In the event, at a later date, any of the statements/particulars furnished by you to the Company are found to be false or misleading, or your work performance falls short of the minimum standards required by the Company, the Company shall have the right to terminate your services, without any notice period, notwithstanding any other terms and conditions stipulated herein.
- (iii) The Company shall be entitled to initiate legal proceedings for any such breach of the above terms and conditions.
- (iv) Upon termination of your employment with the Company, you shall forthwith return to the Company all assets and property of the Company including all documents, files, books, papers, memos, software or any other property of the Company in your possession or under your control.
- (v) In case of any work related international business visits / travel assignments undertaken by you at the request of representatives of Morae Services India Private Limited ('Company') or an associate/ group company of Morae Services India Private Limited, you hereby agree to serve the organization for a minimum tenure based on the duration of your stay. For any travel ranging 'three weeks to three months', you will be required to serve the Company for at least six months from the date of your return to the Bangalore office. For any travel beyond three months, you will be required to serve the Company for at least twelve months from the date of your return to the Bangalore office. Upon failure on your part to serve the minimum required tenure (stated above –being in active service and not serving notice period), you agree to repay to the Company all the costs direct and incidental to the stated travel.

**p) Injunctive Relief:**

In the event of a breach or threatened breach by you of any provisions of Sections 3(c) or 3(d) (regarding non-compete and non-solicit obligations), 3(e) (regarding confidentiality) or 3(f) (regarding intellectual property) of this agreement, you agree that the Company, in addition to any other legal and equitable remedies available to it, shall be entitled to provisional and injunctive relief. You further agree that no bond shall be required to be posted by the Company in connection with any such action for provisional or injunctive relief. The Company may pursue



any remedy available to it, concurrently or consecutively in any order, and the pursuit of one such remedy will not be deemed to be an election of remedies or waiver of the right to pursue any other remedy.

**q) Severability:**

If any term or provision of this Agreement shall, for any reason, be adjudged by any court of competent jurisdiction to be invalid or unenforceable, such judgment shall not effect, impair or invalidate the remainder of this Agreement, but shall be confined in its operation to the provisions of this Agreement directly involved in the controversy in which such judgment shall have been rendered.

Notwithstanding the above, in the event any provision as presently set forth is determined to be invalid by a court of competent jurisdiction, the parties hereto agree that this Agreement shall be appropriately modified so that each and every provision hereof is enforceable to the maximum extent permitted by law.

**r) Relocation expense:**

The Management reserves its right to cover reasonable relocation expenses and any amount paid by the employee in lieu of the notice period for previous employment as per the policy. The employee will have to pay back any such reimbursements if they leave the company within 12 months from the date of joining.

If this offer letter is being issued electronically, we would request you to sign it and return a scanned copy in confirmation of you having accepted the above terms and conditions.

We welcome you to the Morae Group family, and we hope that you will have a long and fruitful career with us.



**ANNEXURE II**  
**REMUNERATION AND PERQUISITES**

|                         |                         |                        |
|-------------------------|-------------------------|------------------------|
| Employee Name           | <b>BHAVANI HIREMATH</b> |                        |
| Designation             | <b>Associate (E1)</b>   |                        |
| Salary Component        | <b>Per Month (INR)</b>  | <b>Per Annum (INR)</b> |
| <b>Gross (A)</b>        |                         |                        |
| Basic                   | 10,439                  | 1,25,272               |
| HRA                     | 4,176                   | 50,109                 |
| Medical                 | 1,250                   | 15,000                 |
| Food Allowance          | 1,100                   | 13,200                 |
| LTA                     | 3,333                   | 40,000                 |
| Employee Provident Fund | 1,800                   | 21,600                 |
| Statutory Bonus         | 1,400                   | 16,800                 |
| Special Allowance       | 11,299                  | 1,35,593               |
| <b>Benefits (B)</b>     |                         |                        |
| Transport Allowance     | 2,200                   | 26,400                 |
| Gratuity                | 502                     | 6,026                  |
| <b>Total CTC (A+B)</b>  | <b>37,500</b>           | <b>420000</b>          |

*\*The annual compensation amount (CTC) is inclusive of National Pension Scheme & Statutory bonus, if applicable*

*\*Transport allowance of INR 2200 will be paid to you on a monthly basis, if you do not avail the company provided transport facility*

*\*All Payments will be subjected to deduction of tax at source as per the applicable statutory regulations.*

**For Moraе Services India Private Limited**

**I accept the offer and all terms and conditions set forth**

DocuSigned by:  
  
52C8F1353C5E477...

**Name:**

**Ann Marie Kartsounes**

**Chief People Officer**

**Signature & Date:**



**MORAE SERVICES INDIA PRIVATE LIMITED**

(Wholly owned subsidiary of Morae Global Corporation)

Block C4 (ELM), Ground Floor, Wing A  
Embassy Manyata Business Park  
Nagawara, Bangalore, Karnataka :  
560045, India

CIN: U74999KA2020FTC132061  
info@moraeglobal.com  
+91 80 3040 4400

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Please note that the terms of this offer (including the terms contained in the Annexure I & II) are strictly confidential between you and the Company.

Please let us know if you have any questions about the items set forth above. We look forward to welcoming you to the Morae Group family.

Best Wishes,

**For Morae Services India Private Limited**

DocuSigned by:  
  
52C8F1353C5E477...

**Ann Marie Kartsounes**  
**Chief People officer**



## **Annexure 1**

### **Employment Terms**

#### **1. Remuneration and Perquisites:**

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- c) You will at all times perform the duties required under this agreement and devote substantially all productive time, skill and energy to perform these duties for the Company. While in the Company's employment, you will not engage in any other employment or business activity, including, without limitation, transacting business or providing services similar or related to the Company's business, or take up any other office, honorary or otherwise, without the advance or prior written consent of the Company's CEO.
- d) You shall not directly or indirectly at any time during the term of your employment with the Company and for a period of one (1) year from the date of your termination (voluntary or otherwise) for any reason, either on your own account or for any other person or entity, (i) solicit, interfere with or endeavor to entice away from the Company or any of its affiliates, any person who to your knowledge is a client, customer or employee of, or in the habit of dealing with the Company or any of its affiliates; and (ii) carry on, assist, engage in, be concerned or participate in any business/activity (whether directly or indirectly, as a partner, shareholder,



principal, agent, director, affiliate, employee, consultant or in any other capacity or manner whatsoever) which is similar to the business of the Company (a "Competitor"), nor engage in any activity that conflicts with your obligations to the Company as provided herein

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For the purpose of the aforesaid clauses, Confidential Information shall include any information which is confidential to the Company, commercially sensitive and is not in the public domain relating to or belonging to the Company or any corporate parents, affiliates or subsidiaries of the Company. Confidential Information includes, without limitation, information relating to business methods, corporate plans, management systems, finances, new business opportunities, marketing or sales of any past, present or future product or service, lists or details of customers, potential customers or the arrangements made with any customer, as well as the Company's professional, technical and administrative manuals; associated forms, processes and computer systems (including hardware, software, databases and information technology systems); other methodologies and systems; marketing and business development plans and strategies; client and prospect files, lists and materials; research materials; investigative materials; and project notes and plans.

**f) Intellectual Property Rights:**

Any product development, process, discovery, plan, specification, program, design, inventions, discoveries, techniques, technologies, methodologies, software, improvements, process, adaptation or any improvement in procedures or other matters of work, irrespective of whether it is the subject matter of protection granted to any intellectual property rights (including without limitation, patents, designs and copyrights), made, developed or discovered by you alone or jointly with any other person or persons, or in connection with services provided to





clients of the Company while in the employment of the Company, in connection with or in any way affecting or relating to the business or expected business of the Company or capable of being used or adapted for use therein or in connection therewith (collectively, the “Works”) shall forthwith be promptly disclosed to the Company and shall belong to and be the absolute property of the Company. All such Works shall be deemed to be “works made for hire” under applicable law. Pursuant to its exclusive proprietary rights, the Company shall have the sole and exclusive right, inter alia, to use, modify or adapt the Works that you have developed during the course of your employment. You hereby assign all of your rights, title and interests (including, without limitation, all copyrights, trademarks, patent rights and other intellectual property rights, including applications therefor) in such Works to the Company. Whenever requested to do so by the Company, you shall execute any and all applications, assignments or other instruments that the Company shall deem necessary to apply for and obtain letters patent, copyrights or any other protection in India or any foreign country, or otherwise protect the Company’s interests therein. If you do not execute such instruments within five (5) days of them being presented to you, you hereby appoint the Company with limited power of attorney to execute all such instruments. This power of attorney is a right coupled with an interest and is irrevocable, these obligations shall continue beyond the conclusion of your employment with the Company, and shall be binding upon your assigns, executors, administrators and other legal representatives. All Works shall be considered Confidential Information.

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- (iv) Upon termination of your employment with the Company, you shall forthwith return to the Company all assets and property of the Company including all documents, files, books, papers, memos, software or any other property of the Company in your possession or under your control.
- (v) In case of any work related international business visits / travel assignments undertaken by you at the request of representatives of Moraе Services India Private Limited ('Company') or an associate/ group company of Moraе Services India Private Limited, you hereby agree to serve the organization for a minimum tenure based on the duration of your stay. For any travel ranging 'three weeks to three months', you will be required to serve the Company for at least six months from the date of your return to the Bangalore office. For any travel beyond three months, you will be required to serve the Company for at least twelve months from the date of your return to the Bangalore office. Upon failure on your part to serve the minimum required tenure (stated above –being in active service and not serving notice period), you agree to repay to the Company all the costs direct and incidental to the stated travel.

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If this offer letter is being issued electronically, we would request you to sign it and return a scanned copy in confirmation of you having accepted the above terms and conditions.

We welcome you to the Moraе Group family, and we hope that you will have a long and fruitful career with us.



**ANNEXURE II**  
**REMUNERATION AND PERQUISITES**

|                         |                        |                        |
|-------------------------|------------------------|------------------------|
| Employee Name           | <b>BHUMIKA SEHRA</b>   |                        |
| Designation             | <b>Associate (E1)</b>  |                        |
| Salary Component        | <b>Per Month (INR)</b> | <b>Per Annum (INR)</b> |
| <b>Gross (A)</b>        |                        |                        |
| Basic                   | 10,439                 | 1,25,272               |
| HRA                     | 4,176                  | 50,109                 |
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| Special Allowance       | 11,299                 | 1,35,593               |
| <b>Benefits (B)</b>     |                        |                        |
| Transport Allowance     | 2,200                  | 26,400                 |
| Gratuity                | 502                    | 6,026                  |
| <b>Total CTC (A+B)</b>  | <b>37,500</b>          | <b>420000</b>          |

*\*The annual compensation amount (CTC) is inclusive of National Pension Scheme & Statutory bonus, if applicable*

*\*Transport allowance of INR 2200 will be paid to you on a monthly basis, if you do not avail the company provided transport facility*

*\*All Payments will be subjected to deduction of tax at source as per the applicable statutory regulations.*

**For Morae Services India Private Limited**

**I accept the offer and all terms and conditions set forth**

DocuSigned by:  
  
52C8F1353C5E477...

**Name:**

**Ann Marie Kartsounes**

**Chief People Officer**

**Signature & Date:**



**MORAE SERVICES INDIA PRIVATE LIMITED**

(Wholly owned subsidiary of Morae Global Corporation)

Block C4 (ELM), Ground Floor, Wing A  
Embassy Manyata Business Park  
Nagawara, Bangalore, Karnataka :  
560045, India

CIN: U74999KA2020FTC132061  
info@moraeglobal.com  
+91 80 3040 4400

**Dear DHRUVE NIDHI SURESH,**

We are delighted to offer you employment with **Morae Services India PVT LTD** as an **Associate** at **Band E1** at the Company's branch in Bangalore.

With effect from your date of joining, your employment will be governed by the terms and conditions referred in Annexure I and prevailing policies and process of the Company.

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All payments will be subjected to deduction of tax at source as per applicable statutory regulations.

This offer of employment will expire in One (1) business day from the date of this letter. Any acceptance postmarked or otherwise communicated after this date will be considered invalid.

This offer is contingent upon your positive background verification report and is valid upon you joining before or on the Commencement Date.



**Date of Reporting:**

You are requested to report to the office of the Company at Wing A, Block C4 (ELM), Ground Floor, Embassy Manyata Business Park, Nagawara, Bangalore 560045, on the Commencement Date. In the event of you failing to do so, the offer made herein shall stand withdrawn, unless the reporting date is extended and communicated to you in writing by the Company.

Please note that the terms of this offer (including the terms contained in the Annexure I & II) are strictly confidential between you and the Company.

Please let us know if you have any questions about the items set forth above. We look forward to welcoming you to the Morae Group family.

Best Wishes,

**For Morae Services India Private Limited**

DocuSigned by:  
  
52C8F1353C5E477...

**Ann Marie Kartsounes**  
**Chief People officer**



## **Annexure 1**

### **Employment Terms**

#### **1. Remuneration and Perquisites:**

- a) You will be entitled to receive salary and reimbursements/allowances and other benefits as per existing policies of the company.

#### **2. Benefits:**

- b) You will be eligible for Group Personal Accident Insurance, Mediclaim for you and your immediate dependents (Spouse & upto 2 Children, parent/ In-law), and Life Term Insurance.
- c) You will be eligible for 27 days of paid time off (Earned Leave and Sick/Casual Leave). You will also be eligible for 10 paid holidays for Indian festivals and 1 floating leave as per the prevailing leave policy, which may be amended from time to time.
- d) You will be eligible for transportation to office as per the company's current available transportation facilities.

#### **3. General Terms and Conditions**

- a) Your employment is contingent upon you successfully completing the Background check on your past employment and education credentials, which includes clearing your final year graduation or post-graduation successfully.
- b) You shall be a full time employee of the company, based at the location as specified in the first paragraph of this letter. The Company reserves the right to request that you relocate or transfer your services to another office location of Mora Global or its subsidiary or an entity present or future or to any of the client location, in which case you will abide by the terms and working conditions governing such office and the Company will reimburse reasonable relocation expenses for you and your immediate family.
- c) You will at all times perform the duties required under this agreement and devote substantially all productive time, skill and energy to perform these duties for the Company. While in the Company's employment, you will not engage in any other employment or business activity, including, without limitation, transacting business or providing services similar or related to the Company's business, or take up any other office, honorary or otherwise, without the advance or prior written consent of the Company's CEO.
- d) You shall not directly or indirectly at any time during the term of your employment with the Company and for a period of one (1) year from the date of your termination (voluntary or otherwise) for any reason, either on your own account or for any other person or entity, (i) solicit, interfere with or endeavor to entice away from the Company or any of its affiliates, any person who to your knowledge is a client, customer or employee of, or in the habit of dealing with the Company or any of its affiliates; and (ii) carry on, assist, engage in, be concerned or participate in any business/activity (whether directly or indirectly, as a partner, shareholder,



principal, agent, director, affiliate, employee, consultant or in any other capacity or manner whatsoever) which is similar to the business of the Company (a "Competitor"), nor engage in any activity that conflicts with your obligations to the Company as provided herein

**e) Confidentiality**

- (i) In the performance of your duties, you will come to possess information (written or unwritten) on the Company's operations, processes and plans (the "Confidential Information"). All such information shall be held by you in the strictest of confidence and shall not be divulged to any person during your service with the Company or thereafter. In the event of your contravening this confidentiality provision while in the service of the Company or thereafter, the Company will be at liberty to initiate appropriate legal proceedings against you. For avoidance of doubt, these confidentiality restrictions are permanent and do not lapse upon your departure from the company.
- (ii) You shall not employ, use and /or engage the Confidential Information for any purpose other than the business of the company and only during the course of your employment with the Company. The Confidential Information may only be used, copied or disclosed by you during your employment with the Company only as necessary to carry out the Company's business, and, where applicable, only as required or authorized under the terms of any agreements between the Company and the person or entity receiving such Confidential Information. You agree not to take or keep any Confidential Information when you leave the Company, and to return all Confidential Information to the Company before your departure. If you are ever asked to disclose any information or materials that are subject to these confidentiality restrictions, pursuant to legal process or otherwise, you must contact the Company's CEO to seek the Company's consent prior to any disclosure.

For the purpose of the aforesaid clauses, Confidential Information shall include any information which is confidential to the Company, commercially sensitive and is not in the public domain relating to or belonging to the Company or any corporate parents, affiliates or subsidiaries of the Company. Confidential Information includes, without limitation, information relating to business methods, corporate plans, management systems, finances, new business opportunities, marketing or sales of any past, present or future product or service, lists or details of customers, potential customers or the arrangements made with any customer, as well as the Company's professional, technical and administrative manuals; associated forms, processes and computer systems (including hardware, software, databases and information technology systems); other methodologies and systems; marketing and business development plans and strategies; client and prospect files, lists and materials; research materials; investigative materials; and project notes and plans.

**f) Intellectual Property Rights:**

Any product development, process, discovery, plan, specification, program, design, inventions, discoveries, techniques, technologies, methodologies, software, improvements, process, adaptation or any improvement in procedures or other matters of work, irrespective of whether it is the subject matter of protection granted to any intellectual property rights (including without limitation, patents, designs and copyrights), made, developed or discovered by you alone or jointly with any other person or persons, or in connection with services provided to





clients of the Company while in the employment of the Company, in connection with or in any way affecting or relating to the business or expected business of the Company or capable of being used or adapted for use therein or in connection therewith (collectively, the “Works”) shall forthwith be promptly disclosed to the Company and shall belong to and be the absolute property of the Company. All such Works shall be deemed to be “works made for hire” under applicable law. Pursuant to its exclusive proprietary rights, the Company shall have the sole and exclusive right, inter alia, to use, modify or adapt the Works that you have developed during the course of your employment. You hereby assign all of your rights, title and interests (including, without limitation, all copyrights, trademarks, patent rights and other intellectual property rights, including applications therefor) in such Works to the Company. Whenever requested to do so by the Company, you shall execute any and all applications, assignments or other instruments that the Company shall deem necessary to apply for and obtain letters patent, copyrights or any other protection in India or any foreign country, or otherwise protect the Company’s interests therein. If you do not execute such instruments within five (5) days of them being presented to you, you hereby appoint the Company with limited power of attorney to execute all such instruments. This power of attorney is a right coupled with an interest and is irrevocable, these obligations shall continue beyond the conclusion of your employment with the Company, and shall be binding upon your assigns, executors, administrators and other legal representatives. All Works shall be considered Confidential Information.

- g) You will be governed by the rules and regulations of employment established by the Company and general work practices, which will be in force from time to time.
- h) You will be responsible for the safe keeping and the return in good condition and order, of all property of the Company such as equipment, computers, books, etc., which may be in your use, custody, care or charge. The Company shall have the right to deduct the monetary value of all such things from any final monetary settlement due to you, and take such other action, as the Company deems proper in the event of your failure to account for such property to the satisfaction of the Company.
- i) You will keep the Company informed of any change in your residential address or in your civil status.
- j) You shall deal with the Company's money, material and documents with utmost honesty and professional ethics.
- k) This appointment and its continuance are subject to you being found and remaining physically and mentally fit to perform the desired role.
- l) You shall automatically retire from the services of the company on your attaining 58 years of age.

**m) Confirmation Period:**

You will be on probation for a period of six months from the date of joining the company. Your services will be confirmed subject to your satisfactory performance for the first (6) months of your employment and thereafter, a letter of confirmation will be issued to you in writing. You continue to be on probation until expressly confirmed in writing.



**n) Notice Period:**

- (i) Your employment with the Company can be terminated by either party on serving 1 months' notice during probation and two months' notice upon confirmation in writing for confirmed employees and 1 months' notice for employees on probation. The notice shall be served in writing.
- (ii) You will be relieved from the services of the company on completion of necessary exit formalities as per the policy and process of the Company.

**o) Termination of Services:**

- (i) The Company reserves its right to, at its sole discretion, accept your resignation and relieve you immediately by waiving the necessity for such notice. You will be governed by the policies laid down by the Company from time to time and if there is any breach of the same or non-performance of contractual obligations or the terms and conditions laid down in this letter, your service may be terminated without any notice whatsoever notwithstanding any other terms and conditions stipulated herein.
- (ii) In the event, at a later date, any of the statements/particulars furnished by you to the Company are found to be false or misleading, or your work performance falls short of the minimum standards required by the Company, the Company shall have the right to terminate your services, without any notice period, notwithstanding any other terms and conditions stipulated herein.
- (iii) The Company shall be entitled to initiate legal proceedings for any such breach of the above terms and conditions.
- (iv) Upon termination of your employment with the Company, you shall forthwith return to the Company all assets and property of the Company including all documents, files, books, papers, memos, software or any other property of the Company in your possession or under your control.
- (v) In case of any work related international business visits / travel assignments undertaken by you at the request of representatives of Moraе Services India Private Limited ('Company') or an associate/ group company of Moraе Services India Private Limited, you hereby agree to serve the organization for a minimum tenure based on the duration of your stay. For any travel ranging 'three weeks to three months', you will be required to serve the Company for at least six months from the date of your return to the Bangalore office. For any travel beyond three months, you will be required to serve the Company for at least twelve months from the date of your return to the Bangalore office. Upon failure on your part to serve the minimum required tenure (stated above –being in active service and not serving notice period), you agree to repay to the Company all the costs direct and incidental to the stated travel.

**p) Injunctive Relief:**

In the event of a breach or threatened breach by you of any provisions of Sections 3(c) or 3(d) (regarding non-compete and non-solicit obligations), 3(e) (regarding confidentiality) or 3(f) (regarding intellectual property) of this agreement, you agree that the Company, in addition to any other legal and equitable remedies available to it, shall be entitled to provisional andinjunctive relief. You further agree that no bond shall be required to be posted by the Company in connection with any such action for provisional or injunctive relief. The Company may pursue



any remedy available to it, concurrently or consecutively in any order, and the pursuit of one such remedy will not be deemed to be an election of remedies or waiver of the right to pursue any other remedy.

**q) Severability:**

If any term or provision of this Agreement shall, for any reason, be adjudged by any court of competent jurisdiction to be invalid or unenforceable, such judgment shall not effect, impair or invalidate the remainder of this Agreement, but shall be confined in its operation to the provisions of this Agreement directly involved in the controversy in which such judgment shall have been rendered.

Notwithstanding the above, in the event any provision as presently set forth is determined to be invalid by a court of competent jurisdiction, the parties hereto agree that this Agreement shall be appropriately modified so that each and every provision hereof is enforceable to the maximum extent permitted by law.

**r) Relocation expense:**

The Management reserves its right to cover reasonable relocation expenses and any amount paid by the employee in lieu of the notice period for previous employment as per the policy. The employee will have to pay back any such reimbursements if they leave the company within 12 months from the date of joining.

If this offer letter is being issued electronically, we would request you to sign it and return a scanned copy in confirmation of you having accepted the above terms and conditions.

We welcome you to the Moraе Group family, and we hope that you will have a long and fruitful career with us.



**ANNEXURE II**  
**REMUNERATION AND PERQUISITES**

|                         |                     |                 |
|-------------------------|---------------------|-----------------|
| Employee Name           | DHURVE NIDHI SURESH |                 |
| Designation             | Associate (E1)      |                 |
| Salary Component        | Per Month (INR)     | Per Annum (INR) |
| <b>Gross (A)</b>        |                     |                 |
| Basic                   | 10,439              | 1,25,272        |
| HRA                     | 4,176               | 50,109          |
| Medical                 | 1,250               | 15,000          |
| Food Allowance          | 1,100               | 13,200          |
| LTA                     | 3,333               | 40,000          |
| Employee Provident Fund | 1,800               | 21,600          |
| Statutory Bonus         | 1,400               | 16,800          |
| Special Allowance       | 11,299              | 1,35,593        |
| <b>Benefits (B)</b>     |                     |                 |
| Transport Allowance     | 2,200               | 26,400          |
| Gratuity                | 502                 | 6,026           |
| <b>Total CTC (A+B)</b>  | <b>37,500</b>       | <b>420,000</b>  |

*\*The annual compensation amount (CTC) is inclusive of National Pension Scheme & Statutory bonus, if applicable*

*\*Transport allowance of INR 2200 will be paid to you on a monthly basis, if you do not avail the company provided transport facility*

*\*All Payments will be subjected to deduction of tax at source as per the applicable statutory regulations.*

**For Morae Services India Private Limited**

**I accept the offer and all terms and conditions set forth**

DocuSigned by:  
Ann Marie Kartsounes  
52C8F1353C5E477...

**Name:**

**Ann Marie Kartsounes**

**Chief People Officer**

**Signature & Date:**



**MORAE SERVICES INDIA PRIVATE LIMITED**

(Wholly owned subsidiary of Morae Global Corporation)

Block C4 (ELM), Ground Floor, Wing A  
Embassy Manyata Business Park  
Nagawara, Bangalore, Karnataka :  
560045, India

CIN: U74999KA2020FTC132061  
info@moraeglobal.com  
+91 80 3040 4400

**Dear C R BHAVANA,**

We are delighted to offer you employment with **Morae Services India PVT LTD** as an **Associate** at **Band E1** at the Company's branch in Bangalore.

With effect from your date of joining, your employment will be governed by the terms and conditions referred in Annexure I and prevailing policies and process of the Company.

**Compensation:**

Your annual salary including benefits will be **INR 420000**. A detailed breakup of your salary is mentioned in Annexure II.

All payments will be subjected to deduction of tax at source as per applicable statutory regulations.

This offer of employment will expire in One (1) business day from the date of this letter. Any acceptance postmarked or otherwise communicated after this date will be considered invalid.

This offer is contingent upon your positive background verification report and is valid upon you joining before or on the Commencement Date.



**Date of Reporting:**

You are requested to report to the office of the Company at Wing A, Block C4 (ELM), Ground Floor, Embassy Manyata Business Park, Nagawara, Bangalore 560045, on the Commencement Date. In the event of you failing to do so, the offer made herein shall stand withdrawn, unless the reporting date is extended and communicated to you in writing by the Company.

Please note that the terms of this offer (including the terms contained in the Annexure I & II) are strictly confidential between you and the Company.

Please let us know if you have any questions about the items set forth above. We look forward to welcoming you to the Morae Group family.

Best Wishes,

**For Morae Services India Private Limited**

DocuSigned by:  
  
52C8F1353C5E477...

**Ann Marie Kartsounes**  
**Chief People officer**



## **Annexure 1**

### **Employment Terms**

#### **1. Remuneration and Perquisites:**

- a) You will be entitled to receive salary and reimbursements/allowances and other benefits as per existing policies of the company.

#### **2. Benefits:**

- b) You will be eligible for Group Personal Accident Insurance, Medclaim for you and your immediate dependents (Spouse & upto 2 Children, parent/ In-law), and Life Term Insurance.
- c) You will be eligible for 27 days of paid time off (Earned Leave and Sick/Casual Leave). You will also be eligible for 10 paid holidays for Indian festivals and 1 floating leave as per the prevailing leave policy, which may be amended from time to time.
- d) You will be eligible for transportation to office as per the company's current available transportation facilities.

#### **3. General Terms and Conditions**

- a) Your employment is contingent upon you successfully completing the Background check on your past employment and education credentials, which includes clearing your final year graduation or post-graduation successfully.
- b) You shall be a full time employee of the company, based at the location as specified in the first paragraph of this letter. The Company reserves the right to request that you relocate or transfer your services to another office location of Mora Global or its subsidiary or an entity present or future or to any of the client location, in which case you will abide by the terms and working conditions governing such office and the Company will reimburse reasonable relocation expenses for you and your immediate family.
- c) You will at all times perform the duties required under this agreement and devote substantially all productive time, skill and energy to perform these duties for the Company. While in the Company's employment, you will not engage in any other employment or business activity, including, without limitation, transacting business or providing services similar or related to the Company's business, or take up any other office, honorary or otherwise, without the advance or prior written consent of the Company's CEO.
- d) You shall not directly or indirectly at any time during the term of your employment with the Company and for a period of one (1) year from the date of your termination (voluntary or otherwise) for any reason, either on your own account or for any other person or entity, (i) solicit, interfere with or endeavor to entice away from the Company or any of its affiliates, any person who to your knowledge is a client, customer or employee of, or in the habit of dealing with the Company or any of its affiliates; and (ii) carry on, assist, engage in, be concerned or participate in any business/activity (whether directly or indirectly, as a partner, shareholder,



principal, agent, director, affiliate, employee, consultant or in any other capacity or manner whatsoever) which is similar to the business of the Company (a "Competitor"), nor engage in any activity that conflicts with your obligations to the Company as provided herein

**e) Confidentiality**

- (i) In the performance of your duties, you will come to possess information (written or unwritten) on the Company's operations, processes and plans (the "Confidential Information"). All such information shall be held by you in the strictest of confidence and shall not be divulged to any person during your service with the Company or thereafter. In the event of your contravening this confidentiality provision while in the service of the Company or thereafter, the Company will be at liberty to initiate appropriate legal proceedings against you. For avoidance of doubt, these confidentiality restrictions are permanent and do not lapse upon your departure from the company.
- (ii) You shall not employ, use and /or engage the Confidential Information for any purpose other than the business of the company and only during the course of your employment with the Company. The Confidential Information may only be used, copied or disclosed by you during your employment with the Company only as necessary to carry out the Company's business, and, where applicable, only as required or authorized under the terms of any agreements between the Company and the person or entity receiving such Confidential Information. You agree not to take or keep any Confidential Information when you leave the Company, and to return all Confidential Information to the Company before your departure. If you are ever asked to disclose any information or materials that are subject to these confidentiality restrictions, pursuant to legal process or otherwise, you must contact the Company's CEO to seek the Company's consent prior to any disclosure.

For the purpose of the aforesaid clauses, Confidential Information shall include any information which is confidential to the Company, commercially sensitive and is not in the public domain relating to or belonging to the Company or any corporate parents, affiliates or subsidiaries of the Company. Confidential Information includes, without limitation, information relating to business methods, corporate plans, management systems, finances, new business opportunities, marketing or sales of any past, present or future product or service, lists or details of customers, potential customers or the arrangements made with any customer, as well as the Company's professional, technical and administrative manuals; associated forms, processes and computer systems (including hardware, software, databases and information technology systems); other methodologies and systems; marketing and business development plans and strategies; client and prospect files, lists and materials; research materials; investigative materials; and project notes and plans.

**f) Intellectual Property Rights:**

Any product development, process, discovery, plan, specification, program, design, inventions, discoveries, techniques, technologies, methodologies, software, improvements, process, adaptation or any improvement in procedures or other matters of work, irrespective of whether it is the subject matter of protection granted to any intellectual property rights (including without limitation, patents, designs and copyrights), made, developed or discovered by you alone or jointly with any other person or persons, or in connection with services provided to





clients of the Company while in the employment of the Company, in connection with or in any way affecting or relating to the business or expected business of the Company or capable of being used or adapted for use therein or in connection therewith (collectively, the “Works”) shall forthwith be promptly disclosed to the Company and shall belong to and be the absolute property of the Company. All such Works shall be deemed to be “works made for hire” under applicable law. Pursuant to its exclusive proprietary rights, the Company shall have the sole and exclusive right, inter alia, to use, modify or adapt the Works that you have developed during the course of your employment. You hereby assign all of your rights, title and interests (including, without limitation, all copyrights, trademarks, patent rights and other intellectual property rights, including applications therefor) in such Works to the Company. Whenever requested to do so by the Company, you shall execute any and all applications, assignments or other instruments that the Company shall deem necessary to apply for and obtain letters patent, copyrights or any other protection in India or any foreign country, or otherwise protect the Company’s interests therein. If you do not execute such instruments within five (5) days of them being presented to you, you hereby appoint the Company with limited power of attorney to execute all such instruments. This power of attorney is a right coupled with an interest and is irrevocable, these obligations shall continue beyond the conclusion of your employment with the Company, and shall be binding upon your assigns, executors, administrators and other legal representatives. All Works shall be considered Confidential Information.

- g) You will be governed by the rules and regulations of employment established by the Company and general work practices, which will be in force from time to time.
- h) You will be responsible for the safe keeping and the return in good condition and order, of all property of the Company such as equipment, computers, books, etc., which may be in your use, custody, care or charge. The Company shall have the right to deduct the monetary value of all such things from any final monetary settlement due to you, and take such other action, as the Company deems proper in the event of your failure to account for such property to the satisfaction of the Company.
- i) You will keep the Company informed of any change in your residential address or in your civil status.
- j) You shall deal with the Company's money, material and documents with utmost honesty and professional ethics.
- k) This appointment and its continuance are subject to you being found and remaining physically and mentally fit to perform the desired role.
- l) You shall automatically retire from the services of the company on your attaining 58 years of age.

**m) Confirmation Period:**

You will be on probation for a period of six months from the date of joining the company. Your services will be confirmed subject to your satisfactory performance for the first (6) months of your employment and thereafter, a letter of confirmation will be issued to you in writing. You continue to be on probation until expressly confirmed in writing.



**n) Notice Period:**

- (i) Your employment with the Company can be terminated by either party on serving 1 months' notice during probation and two months' notice upon confirmation in writing for confirmed employees and 1 months' notice for employees on probation. The notice shall be served in writing.
- (ii) You will be relieved from the services of the company on completion of necessary exit formalities as per the policy and process of the Company.

**o) Termination of Services:**

- (i) The Company reserves its right to, at its sole discretion, accept your resignation and relieve you immediately by waiving the necessity for such notice. You will be governed by the policies laid down by the Company from time to time and if there is any breach of the same or non-performance of contractual obligations or the terms and conditions laid down in this letter, your service may be terminated without any notice whatsoever notwithstanding any other terms and conditions stipulated herein.
- (ii) In the event, at a later date, any of the statements/particulars furnished by you to the Company are found to be false or misleading, or your work performance falls short of the minimum standards required by the Company, the Company shall have the right to terminate your services, without any notice period, notwithstanding any other terms and conditions stipulated herein.
- (iii) The Company shall be entitled to initiate legal proceedings for any such breach of the above terms and conditions.
- (iv) Upon termination of your employment with the Company, you shall forthwith return to the Company all assets and property of the Company including all documents, files, books, papers, memos, software or any other property of the Company in your possession or under your control.
- (v) In case of any work related international business visits / travel assignments undertaken by you at the request of representatives of Morae Services India Private Limited ('Company') or an associate/ group company of Morae Services India Private Limited, you hereby agree to serve the organization for a minimum tenure based on the duration of your stay. For any travel ranging 'three weeks to three months', you will be required to serve the Company for at least six months from the date of your return to the Bangalore office. For any travel beyond three months, you will be required to serve the Company for at least twelve months from the date of your return to the Bangalore office. Upon failure on your part to serve the minimum required tenure (stated above –being in active service and not serving notice period), you agree to repay to the Company all the costs direct and incidental to the stated travel.

**p) Injunctive Relief:**

In the event of a breach or threatened breach by you of any provisions of Sections 3(c) or 3(d) (regarding non-compete and non-solicit obligations), 3(e) (regarding confidentiality) or 3(f) (regarding intellectual property) of this agreement, you agree that the Company, in addition to any other legal and equitable remedies available to it, shall be entitled to provisional and injunctive relief. You further agree that no bond shall be required to be posted by the Company in connection with any such action for provisional or injunctive relief. The Company may pursue



any remedy available to it, concurrently or consecutively in any order, and the pursuit of one such remedy will not be deemed to be an election of remedies or waiver of the right to pursue any other remedy.

**q) Severability:**

If any term or provision of this Agreement shall, for any reason, be adjudged by any court of competent jurisdiction to be invalid or unenforceable, such judgment shall not effect, impair or invalidate the remainder of this Agreement, but shall be confined in its operation to the provisions of this Agreement directly involved in the controversy in which such judgment shall have been rendered.

Notwithstanding the above, in the event any provision as presently set forth is determined to be invalid by a court of competent jurisdiction, the parties hereto agree that this Agreement shall be appropriately modified so that each and every provision hereof is enforceable to the maximum extent permitted by law.

**r) Relocation expense:**

The Management reserves its right to cover reasonable relocation expenses and any amount paid by the employee in lieu of the notice period for previous employment as per the policy. The employee will have to pay back any such reimbursements if they leave the company within 12 months from the date of joining.

If this offer letter is being issued electronically, we would request you to sign it and return a scanned copy in confirmation of you having accepted the above terms and conditions.

We welcome you to the Morae Group family, and we hope that you will have a long and fruitful career with us.



**ANNEXURE II**  
**REMUNERATION AND PERQUISITES**

|                         |                        |                        |
|-------------------------|------------------------|------------------------|
| Employee Name           | <b>C R BHAVANA</b>     |                        |
| Designation             | <b>Associate (E1)</b>  |                        |
| Salary Component        | <b>Per Month (INR)</b> | <b>Per Annum (INR)</b> |
| <b>Gross (A)</b>        |                        |                        |
| Basic                   | 10,439                 | 1,25,272               |
| HRA                     | 4,176                  | 50,109                 |
| Medical                 | 1,250                  | 15,000                 |
| Food Allowance          | 1,100                  | 13,200                 |
| LTA                     | 3,333                  | 40,000                 |
| Employee Provident Fund | 1,800                  | 21,600                 |
| Statutory Bonus         | 1,400                  | 16,800                 |
| Special Allowance       | 11,299                 | 1,35,593               |
| <b>Benefits (B)</b>     |                        |                        |
| Transport Allowance     | 2,200                  | 26,400                 |
| Gratuity                | 502                    | 6,026                  |
| <b>Total CTC (A+B)</b>  | <b>37,500</b>          | <b>420000</b>          |

*\*The annual compensation amount (CTC) is inclusive of National Pension Scheme & Statutory bonus, if applicable*

*\*Transport allowance of INR 2200 will be paid to you on a monthly basis, if you do not avail the company provided transport facility*

*\*All Payments will be subjected to deduction of tax at source as per the applicable statutory regulations.*

**For Morae Services India Private Limited**

**I accept the offer and all terms and conditions set forth**

DocuSigned by:  
  
52C8F1353C5E477...

**Name:**

**Ann Marie Kartsounes**

**Chief People Officer**

**Signature & Date:**



**MORAE SERVICES INDIA PRIVATE LIMITED**

(Wholly owned subsidiary of Morae Global Corporation)

Block C4 (ELM), Ground Floor, Wing A  
Embassy Manyata Business Park  
Nagawara, Bangalore, Karnataka :  
560045, India

CIN: U74999KA2020FTC132061  
info@moraeglobal.com  
+91 80 3040 4400

**Dear CHARITA R,**

We are delighted to offer you employment with **Morae Services India PVT LTD** as an **Associate** at **Band E1** at the Company's branch in Bangalore.

With effect from your date of joining, your employment will be governed by the terms and conditions referred in Annexure I and prevailing policies and process of the Company.

**Compensation:**

Your annual salary including benefits will be **INR 420000**. A detailed breakup of your salary is mentioned in Annexure II.

All payments will be subjected to deduction of tax at source as per applicable statutory regulations.

This offer of employment will expire in One (1) business day from the date of this letter. Any acceptance postmarked or otherwise communicated after this date will be considered invalid.

This offer is contingent upon your positive background verification report and is valid upon you joining before or on the Commencement Date.



**Date of Reporting:**

You are requested to report to the office of the Company at Wing A, Block C4 (ELM), Ground Floor, Embassy Manyata Business Park, Nagawara, Bangalore 560045, on the Commencement Date. In the event of you failing to do so, the offer made herein shall stand withdrawn, unless the reporting date is extended and communicated to you in writing by the Company.

Please note that the terms of this offer (including the terms contained in the Annexure I & II) are strictly confidential between you and the Company.

Please let us know if you have any questions about the items set forth above. We look forward to welcoming you to the Morae Group family.

Best Wishes,

**For Morae Services India Private Limited**

DocuSigned by:  
  
52C8F1353C5E477...

**Ann Marie Kartsounes**  
**Chief People officer**



## Annexure 1

### Employment Terms

#### 1. Remuneration and Perquisites:

- a) You will be entitled to receive salary and reimbursements/allowances and other benefits as per existing policies of the company.

#### 2. Benefits:

- b) You will be eligible for Group Personal Accident Insurance, Medclaim for you and your immediate dependents (Spouse & upto 2 Children, parent/ In-law), and Life Term Insurance.
- c) You will be eligible for 27 days of paid time off (Earned Leave and Sick/Casual Leave). You will also be eligible for 10 paid holidays for Indian festivals and 1 floating leave as per the prevailing leave policy, which may be amended from time to time.
- d) You will be eligible for transportation to office as per the company's current available transportation facilities.

#### 3. General Terms and Conditions

- a) Your employment is contingent upon you successfully completing the Background check on your past employment and education credentials, which includes clearing your final year graduation or post-graduation successfully.
- b) You shall be a full time employee of the company, based at the location as specified in the first paragraph of this letter. The Company reserves the right to request that you relocate or transfer your services to another office location of Morae Global or its subsidiary or an entity present or future or to any of the client location, in which case you will abide by the terms and working conditions governing such office and the Company will reimburse reasonable relocation expenses for you and your immediate family.
- c) You will at all times perform the duties required under this agreement and devote substantially all productive time, skill and energy to perform these duties for the Company. While in the Company's employment, you will not engage in any other employment or business activity, including, without limitation, transacting business or providing services similar or related to the Company's business, or take up any other office, honorary or otherwise, without the advance or prior written consent of the Company's CEO.
- d) You shall not directly or indirectly at any time during the term of your employment with the Company and for a period of one (1) year from the date of your termination (voluntary or otherwise) for any reason, either on your own account or for any other person or entity, (i) solicit, interfere with or endeavor to entice away from the Company or any of its affiliates, any person who to your knowledge is a client, customer or employee of, or in the habit of dealing with the Company or any of its affiliates; and (ii) carry on, assist, engage in, be concerned or participate in any business/activity (whether directly or indirectly, as a partner, shareholder,



principal, agent, director, affiliate, employee, consultant or in any other capacity or manner whatsoever) which is similar to the business of the Company (a "Competitor"), nor engage in any activity that conflicts with your obligations to the Company as provided herein

**e) Confidentiality**

- (i) In the performance of your duties, you will come to possess information (written or unwritten) on the Company's operations, processes and plans (the "Confidential Information"). All such information shall be held by you in the strictest of confidence and shall not be divulged to any person during your service with the Company or thereafter. In the event of your contravening this confidentiality provision while in the service of the Company or thereafter, the Company will be at liberty to initiate appropriate legal proceedings against you. For avoidance of doubt, these confidentiality restrictions are permanent and do not lapse upon your departure from the company.
- (ii) You shall not employ, use and /or engage the Confidential Information for any purpose other than the business of the company and only during the course of your employment with the Company. The Confidential Information may only be used, copied or disclosed by you during your employment with the Company only as necessary to carry out the Company's business, and, where applicable, only as required or authorized under the terms of any agreements between the Company and the person or entity receiving such Confidential Information. You agree not to take or keep any Confidential Information when you leave the Company, and to return all Confidential Information to the Company before your departure. If you are ever asked to disclose any information or materials that are subject to these confidentiality restrictions, pursuant to legal process or otherwise, you must contact the Company's CEO to seek the Company's consent prior to any disclosure.

For the purpose of the aforesaid clauses, Confidential Information shall include any information which is confidential to the Company, commercially sensitive and is not in the public domain relating to or belonging to the Company or any corporate parents, affiliates or subsidiaries of the Company. Confidential Information includes, without limitation, information relating to business methods, corporate plans, management systems, finances, new business opportunities, marketing or sales of any past, present or future product or service, lists or details of customers, potential customers or the arrangements made with any customer, as well as the Company's professional, technical and administrative manuals; associated forms, processes and computer systems (including hardware, software, databases and information technology systems); other methodologies and systems; marketing and business development plans and strategies; client and prospect files, lists and materials; research materials; investigative materials; and project notes and plans.

**f) Intellectual Property Rights:**

Any product development, process, discovery, plan, specification, program, design, inventions, discoveries, techniques, technologies, methodologies, software, improvements, process, adaptation or any improvement in procedures or other matters of work, irrespective of whether it is the subject matter of protection granted to any intellectual property rights (including without limitation, patents, designs and copyrights), made, developed or discovered by you alone or jointly with any other person or persons, or in connection with services provided to





clients of the Company while in the employment of the Company, in connection with or in any way affecting or relating to the business or expected business of the Company or capable of being used or adapted for use therein or in connection therewith (collectively, the “Works”) shall forthwith be promptly disclosed to the Company and shall belong to and be the absolute property of the Company. All such Works shall be deemed to be “works made for hire” under applicable law. Pursuant to its exclusive proprietary rights, the Company shall have the sole and exclusive right, inter alia, to use, modify or adapt the Works that you have developed during the course of your employment. You hereby assign all of your rights, title and interests (including, without limitation, all copyrights, trademarks, patent rights and other intellectual property rights, including applications therefor) in such Works to the Company. Whenever requested to do so by the Company, you shall execute any and all applications, assignments or other instruments that the Company shall deem necessary to apply for and obtain letters patent, copyrights or any other protection in India or any foreign country, or otherwise protect the Company’s interests therein. If you do not execute such instruments within five (5) days of them being presented to you, you hereby appoint the Company with limited power of attorney to execute all such instruments. This power of attorney is a right coupled with an interest and is irrevocable, these obligations shall continue beyond the conclusion of your employment with the Company, and shall be binding upon your assigns, executors, administrators and other legal representatives. All Works shall be considered Confidential Information.

- g) You will be governed by the rules and regulations of employment established by the Company and general work practices, which will be in force from time to time.
- h) You will be responsible for the safe keeping and the return in good condition and order, of all property of the Company such as equipment, computers, books, etc., which may be in your use, custody, care or charge. The Company shall have the right to deduct the monetary value of all such things from any final monetary settlement due to you, and take such other action, as the Company deems proper in the event of your failure to account for such property to the satisfaction of the Company.
- i) You will keep the Company informed of any change in your residential address or in your civil status.
- j) You shall deal with the Company's money, material and documents with utmost honesty and professional ethics.
- k) This appointment and its continuance are subject to you being found and remaining physically and mentally fit to perform the desired role.
- l) You shall automatically retire from the services of the company on your attaining 58 years of age.

**m) Confirmation Period:**

You will be on probation for a period of six months from the date of joining the company. Your services will be confirmed subject to your satisfactory performance for the first (6) months of your employment and thereafter, a letter of confirmation will be issued to you in writing. You continue to be on probation until expressly confirmed in writing.



**n) Notice Period:**

- (i) Your employment with the Company can be terminated by either party on serving 1 months' notice during probation and two months' notice upon confirmation in writing for confirmed employees and 1 months' notice for employees on probation. The notice shall be served in writing.
- (ii) You will be relieved from the services of the company on completion of necessary exit formalities as per the policy and process of the Company.

**o) Termination of Services:**

- (i) The Company reserves its right to, at its sole discretion, accept your resignation and relieve you immediately by waiving the necessity for such notice. You will be governed by the policies laid down by the Company from time to time and if there is any breach of the same or non-performance of contractual obligations or the terms and conditions laid down in this letter, your service may be terminated without any notice whatsoever notwithstanding any other terms and conditions stipulated herein.
- (ii) In the event, at a later date, any of the statements/particulars furnished by you to the Company are found to be false or misleading, or your work performance falls short of the minimum standards required by the Company, the Company shall have the right to terminate your services, without any notice period, notwithstanding any other terms and conditions stipulated herein.
- (iii) The Company shall be entitled to initiate legal proceedings for any such breach of the above terms and conditions.
- (iv) Upon termination of your employment with the Company, you shall forthwith return to the Company all assets and property of the Company including all documents, files, books, papers, memos, software or any other property of the Company in your possession or under your control.
- (v) In case of any work related international business visits / travel assignments undertaken by you at the request of representatives of Morae Services India Private Limited ('Company') or an associate/ group company of Morae Services India Private Limited, you hereby agree to serve the organization for a minimum tenure based on the duration of your stay. For any travel ranging 'three weeks to three months', you will be required to serve the Company for at least six months from the date of your return to the Bangalore office. For any travel beyond three months, you will be required to serve the Company for at least twelve months from the date of your return to the Bangalore office. Upon failure on your part to serve the minimum required tenure (stated above –being in active service and not serving notice period), you agree to repay to the Company all the costs direct and incidental to the stated travel.

**p) Injunctive Relief:**

In the event of a breach or threatened breach by you of any provisions of Sections 3(c) or 3(d) (regarding non-compete and non-solicit obligations), 3(e) (regarding confidentiality) or 3(f) (regarding intellectual property) of this agreement, you agree that the Company, in addition to any other legal and equitable remedies available to it, shall be entitled to provisional and injunctive relief. You further agree that no bond shall be required to be posted by the Company in connection with any such action for provisional or injunctive relief. The Company may pursue



any remedy available to it, concurrently or consecutively in any order, and the pursuit of one such remedy will not be deemed to be an election of remedies or waiver of the right to pursue any other remedy.

**q) Severability:**

If any term or provision of this Agreement shall, for any reason, be adjudged by any court of competent jurisdiction to be invalid or unenforceable, such judgment shall not effect, impair or invalidate the remainder of this Agreement, but shall be confined in its operation to the provisions of this Agreement directly involved in the controversy in which such judgment shall have been rendered.

Notwithstanding the above, in the event any provision as presently set forth is determined to be invalid by a court of competent jurisdiction, the parties hereto agree that this Agreement shall be appropriately modified so that each and every provision hereof is enforceable to the maximum extent permitted by law.

**r) Relocation expense:**

The Management reserves its right to cover reasonable relocation expenses and any amount paid by the employee in lieu of the notice period for previous employment as per the policy. The employee will have to pay back any such reimbursements if they leave the company within 12 months from the date of joining.

If this offer letter is being issued electronically, we would request you to sign it and return a scanned copy in confirmation of you having accepted the above terms and conditions.

We welcome you to the Moraе Group family, and we hope that you will have a long and fruitful career with us.



**ANNEXURE II**  
**REMUNERATION AND PERQUISITES**

|                         |                        |                        |
|-------------------------|------------------------|------------------------|
| Employee Name           | <b>CHARITA R</b>       |                        |
| Designation             | <b>Associate (E1)</b>  |                        |
| Salary Component        | <b>Per Month (INR)</b> | <b>Per Annum (INR)</b> |
| <b>Gross (A)</b>        |                        |                        |
| Basic                   | 10,439                 | 1,25,272               |
| HRA                     | 4,176                  | 50,109                 |
| Medical                 | 1,250                  | 15,000                 |
| Food Allowance          | 1,100                  | 13,200                 |
| LTA                     | 3,333                  | 40,000                 |
| Employee Provident Fund | 1,800                  | 21,600                 |
| Statutory Bonus         | 1,400                  | 16,800                 |
| Special Allowance       | 11,299                 | 1,35,593               |
| <b>Benefits (B)</b>     |                        |                        |
| Transport Allowance     | 2,200                  | 26,400                 |
| Gratuity                | 502                    | 6,026                  |
| <b>Total CTC (A+B)</b>  | <b>37,500</b>          | <b>420000</b>          |

*\*The annual compensation amount (CTC) is inclusive of National Pension Scheme & Statutory bonus, if applicable*

*\*Transport allowance of INR 2200 will be paid to you on a monthly basis, if you do not avail the company provided transport facility*

*\*All Payments will be subjected to deduction of tax at source as per the applicable statutory regulations.*

**For Moraе Services India Private Limited**

**I accept the offer and all terms and conditions set forth**

DocuSigned by:  
  
52C8F1353C5E477...

**Name:**

**Ann Marie Kartsounes**

**Chief People Officer**

**Signature & Date:**



**MORAE SERVICES INDIA PRIVATE LIMITED**

(Wholly owned subsidiary of Morae Global Corporation)

Block C4 (ELM), Ground Floor, Wing A  
Embassy Manyata Business Park  
Nagawara, Bangalore, Karnataka :  
560045, India

CIN: U74999KA2020FTC132061  
info@moraeglobal.com  
+91 80 3040 4400

**Dear DEBORAH ABIGAIL SATURI,**

We are delighted to offer you employment with **Morae Services India PVT LTD** as an **Associate** at **Band E1** at the Company's branch in Bangalore.

With effect from your date of joining, your employment will be governed by the terms and conditions referred in Annexure I and prevailing policies and process of the Company.

**Compensation:**

Your annual salary including benefits will be **INR 420000**. A detailed breakup of your salary is mentioned in Annexure II.

All payments will be subjected to deduction of tax at source as per applicable statutory regulations.

This offer of employment will expire in One (1) business day from the date of this letter. Any acceptance postmarked or otherwise communicated after this date will be considered invalid.

This offer is contingent upon your positive background verification report and is valid upon you joining before or on the Commencement Date.



**Date of Reporting:**

You are requested to report to the office of the Company at Wing A, Block C4 (ELM), Ground Floor, Embassy Manyata Business Park, Nagawara, Bangalore 560045, on the Commencement Date. In the event of you failing to do so, the offer made herein shall stand withdrawn, unless the reporting date is extended and communicated to you in writing by the Company.

Please note that the terms of this offer (including the terms contained in the Annexure I & II) are strictly confidential between you and the Company.

Please let us know if you have any questions about the items set forth above. We look forward to welcoming you to the Morae Group family.

Best Wishes,

**For Morae Services India Private Limited**

DocuSigned by:  
  
52C8F1353C5E477...

**Ann Marie Kartsounes**  
**Chief People officer**



## Annexure 1

### Employment Terms

#### 1. Remuneration and Perquisites:

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- c) You will at all times perform the duties required under this agreement and devote substantially all productive time, skill and energy to perform these duties for the Company. While in the Company's employment, you will not engage in any other employment or business activity, including, without limitation, transacting business or providing services similar or related to the Company's business, or take up any other office, honorary or otherwise, without the advance or prior written consent of the Company's CEO.
- d) You shall not directly or indirectly at any time during the term of your employment with the Company and for a period of one (1) year from the date of your termination (voluntary or otherwise) for any reason, either on your own account or for any other person or entity, (i) solicit, interfere with or endeavor to entice away from the Company or any of its affiliates, any person who to your knowledge is a client, customer or employee of, or in the habit of dealing with the Company or any of its affiliates; and (ii) carry on, assist, engage in, be concerned or participate in any business/activity (whether directly or indirectly, as a partner, shareholder,



principal, agent, director, affiliate, employee, consultant or in any other capacity or manner whatsoever) which is similar to the business of the Company (a "Competitor"), nor engage in any activity that conflicts with your obligations to the Company as provided herein

**e) Confidentiality**

- (i) In the performance of your duties, you will come to possess information (written or unwritten) on the Company's operations, processes and plans (the "Confidential Information"). All such information shall be held by you in the strictest of confidence and shall not be divulged to any person during your service with the Company or thereafter. In the event of your contravening this confidentiality provision while in the service of the Company or thereafter, the Company will be at liberty to initiate appropriate legal proceedings against you. For avoidance of doubt, these confidentiality restrictions are permanent and do not lapse upon your departure from the company.
- (ii) You shall not employ, use and /or engage the Confidential Information for any purpose other than the business of the company and only during the course of your employment with the Company. The Confidential Information may only be used, copied or disclosed by you during your employment with the Company only as necessary to carry out the Company's business, and, where applicable, only as required or authorized under the terms of any agreements between the Company and the person or entity receiving such Confidential Information. You agree not to take or keep any Confidential Information when you leave the Company, and to return all Confidential Information to the Company before your departure. If you are ever asked to disclose any information or materials that are subject to these confidentiality restrictions, pursuant to legal process or otherwise, you must contact the Company's CEO to seek the Company's consent prior to any disclosure.

For the purpose of the aforesaid clauses, Confidential Information shall include any information which is confidential to the Company, commercially sensitive and is not in the public domain relating to or belonging to the Company or any corporate parents, affiliates or subsidiaries of the Company. Confidential Information includes, without limitation, information relating to business methods, corporate plans, management systems, finances, new business opportunities, marketing or sales of any past, present or future product or service, lists or details of customers, potential customers or the arrangements made with any customer, as well as the Company's professional, technical and administrative manuals; associated forms, processes and computer systems (including hardware, software, databases and information technology systems); other methodologies and systems; marketing and business development plans and strategies; client and prospect files, lists and materials; research materials; investigative materials; and project notes and plans.

**f) Intellectual Property Rights:**

Any product development, process, discovery, plan, specification, program, design, inventions, discoveries, techniques, technologies, methodologies, software, improvements, process, adaptation or any improvement in procedures or other matters of work, irrespective of whether it is the subject matter of protection granted to any intellectual property rights (including without limitation, patents, designs and copyrights), made, developed or discovered by you alone or jointly with any other person or persons, or in connection with services provided to





clients of the Company while in the employment of the Company, in connection with or in any way affecting or relating to the business or expected business of the Company or capable of being used or adapted for use therein or in connection therewith (collectively, the “Works”) shall forthwith be promptly disclosed to the Company and shall belong to and be the absolute property of the Company. All such Works shall be deemed to be “works made for hire” under applicable law. Pursuant to its exclusive proprietary rights, the Company shall have the sole and exclusive right, inter alia, to use, modify or adapt the Works that you have developed during the course of your employment. You hereby assign all of your rights, title and interests (including, without limitation, all copyrights, trademarks, patent rights and other intellectual property rights, including applications therefor) in such Works to the Company. Whenever requested to do so by the Company, you shall execute any and all applications, assignments or other instruments that the Company shall deem necessary to apply for and obtain letters patent, copyrights or any other protection in India or any foreign country, or otherwise protect the Company’s interests therein. If you do not execute such instruments within five (5) days of them being presented to you, you hereby appoint the Company with limited power of attorney to execute all such instruments. This power of attorney is a right coupled with an interest and is irrevocable, these obligations shall continue beyond the conclusion of your employment with the Company, and shall be binding upon your assigns, executors, administrators and other legal representatives. All Works shall be considered Confidential Information.

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- k) This appointment and its continuance are subject to you being found and remaining physically and mentally fit to perform the desired role.
- l) You shall automatically retire from the services of the company on your attaining 58 years of age.

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You will be on probation for a period of six months from the date of joining the company. Your services will be confirmed subject to your satisfactory performance for the first (6) months of your employment and thereafter, a letter of confirmation will be issued to you in writing. You continue to be on probation until expressly confirmed in writing.



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- (ii) In the event, at a later date, any of the statements/particulars furnished by you to the Company are found to be false or misleading, or your work performance falls short of the minimum standards required by the Company, the Company shall have the right to terminate your services, without any notice period, notwithstanding any other terms and conditions stipulated herein.
- (iii) The Company shall be entitled to initiate legal proceedings for any such breach of the above terms and conditions.
- (iv) Upon termination of your employment with the Company, you shall forthwith return to the Company all assets and property of the Company including all documents, files, books, papers, memos, software or any other property of the Company in your possession or under your control.
- (v) In case of any work related international business visits / travel assignments undertaken by you at the request of representatives of Morae Services India Private Limited ('Company') or an associate/ group company of Morae Services India Private Limited, you hereby agree to serve the organization for a minimum tenure based on the duration of your stay. For any travel ranging 'three weeks to three months', you will be required to serve the Company for at least six months from the date of your return to the Bangalore office. For any travel beyond three months, you will be required to serve the Company for at least twelve months from the date of your return to the Bangalore office. Upon failure on your part to serve the minimum required tenure (stated above –being in active service and not serving notice period), you agree to repay to the Company all the costs direct and incidental to the stated travel.

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If this offer letter is being issued electronically, we would request you to sign it and return a scanned copy in confirmation of you having accepted the above terms and conditions.

We welcome you to the Morae Group family, and we hope that you will have a long and fruitful career with us.



**ANNEXURE II**  
**REMUNERATION AND PERQUISITES**

|                         |                               |                        |
|-------------------------|-------------------------------|------------------------|
| Employee Name           | <b>DEBORAH ABIGAIL SATURI</b> |                        |
| Designation             | <b>Associate (E1)</b>         |                        |
| Salary Component        | <b>Per Month (INR)</b>        | <b>Per Annum (INR)</b> |
| <b>Gross (A)</b>        |                               |                        |
| Basic                   | 10,439                        | 1,25,272               |
| HRA                     | 4,176                         | 50,109                 |
| Medical                 | 1,250                         | 15,000                 |
| Food Allowance          | 1,100                         | 13,200                 |
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| Gratuity                | 502                           | 6,026                  |
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*\*The annual compensation amount (CTC) is inclusive of National Pension Scheme & Statutory bonus, if applicable*

*\*Transport allowance of INR 2200 will be paid to you on a monthly basis, if you do not avail the company provided transport facility*

*\*All Payments will be subjected to deduction of tax at source as per the applicable statutory regulations.*

**For Morae Services India Private Limited**

**I accept the offer and all terms and conditions set forth**

DocuSigned by:  
  
52C8F1353C5E477...

**Name:**

**Ann Marie Kartsounes**

**Chief People Officer**

**Signature & Date:**



**MORAE SERVICES INDIA PRIVATE LIMITED**

(Wholly owned subsidiary of Morae Global Corporation)

Block C4 (ELM), Ground Floor, Wing A  
Embassy Manyata Business Park  
Nagawara, Bangalore, Karnataka :  
560045, India

CIN: U74999KA2020FTC132061  
info@moraeglobal.com  
+91 80 3040 4400

**Dear DHANVI GUPTA,**

We are delighted to offer you employment with **Morae Services India PVT LTD** as an **Associate** at **Band E1** at the Company's branch in Bangalore.

With effect from your date of joining, your employment will be governed by the terms and conditions referred in Annexure I and prevailing policies and process of the Company.

**Compensation:**

Your annual salary including benefits will be **INR 420000**. A detailed breakup of your salary is mentioned in Annexure II.

All payments will be subjected to deduction of tax at source as per applicable statutory regulations.

This offer of employment will expire in One (1) business day from the date of this letter. Any acceptance postmarked or otherwise communicated after this date will be considered invalid.

This offer is contingent upon your positive background verification report and is valid upon you joining before or on the Commencement Date.



**Date of Reporting:**

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Please note that the terms of this offer (including the terms contained in the Annexure I & II) are strictly confidential between you and the Company.

Please let us know if you have any questions about the items set forth above. We look forward to welcoming you to the Moraе Group family.

Best Wishes,

**For Moraе Services India Private Limited**

DocuSigned by:  
  
52C8F1353C5E477...

**Ann Marie Kartsounes**  
**Chief People officer**



## Annexure 1

### Employment Terms

#### 1. Remuneration and Perquisites:

- a) You will be entitled to receive salary and reimbursements/allowances and other benefits as per existing policies of the company.

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- b) You will be eligible for Group Personal Accident Insurance, Medclaim for you and your immediate dependents (Spouse & upto 2 Children, parent/ In-law), and Life Term Insurance.
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#### 3. General Terms and Conditions

- a) Your employment is contingent upon you successfully completing the Background check on your past employment and education credentials, which includes clearing your final year graduation or post-graduation successfully.
- b) You shall be a full time employee of the company, based at the location as specified in the first paragraph of this letter. The Company reserves the right to request that you relocate or transfer your services to another office location of Morae Global or its subsidiary or an entity present or future or to any of the client location, in which case you will abide by the terms and working conditions governing such office and the Company will reimburse reasonable relocation expenses for you and your immediate family.
- c) You will at all times perform the duties required under this agreement and devote substantially all productive time, skill and energy to perform these duties for the Company. While in the Company's employment, you will not engage in any other employment or business activity, including, without limitation, transacting business or providing services similar or related to the Company's business, or take up any other office, honorary or otherwise, without the advance or prior written consent of the Company's CEO.
- d) You shall not directly or indirectly at any time during the term of your employment with the Company and for a period of one (1) year from the date of your termination (voluntary or otherwise) for any reason, either on your own account or for any other person or entity, (i) solicit, interfere with or endeavor to entice away from the Company or any of its affiliates, any person who to your knowledge is a client, customer or employee of, or in the habit of dealing with the Company or any of its affiliates; and (ii) carry on, assist, engage in, be concerned or participate in any business/activity (whether directly or indirectly, as a partner, shareholder,



principal, agent, director, affiliate, employee, consultant or in any other capacity or manner whatsoever) which is similar to the business of the Company (a "Competitor"), nor engage in any activity that conflicts with your obligations to the Company as provided herein

**e) Confidentiality**

- (i) In the performance of your duties, you will come to possess information (written or unwritten) on the Company's operations, processes and plans (the "Confidential Information"). All such information shall be held by you in the strictest of confidence and shall not be divulged to any person during your service with the Company or thereafter. In the event of your contravening this confidentiality provision while in the service of the Company or thereafter, the Company will be at liberty to initiate appropriate legal proceedings against you. For avoidance of doubt, these confidentiality restrictions are permanent and do not lapse upon your departure from the company.
- (ii) You shall not employ, use and /or engage the Confidential Information for any purpose other than the business of the company and only during the course of your employment with the Company. The Confidential Information may only be used, copied or disclosed by you during your employment with the Company only as necessary to carry out the Company's business, and, where applicable, only as required or authorized under the terms of any agreements between the Company and the person or entity receiving such Confidential Information. You agree not to take or keep any Confidential Information when you leave the Company, and to return all Confidential Information to the Company before your departure. If you are ever asked to disclose any information or materials that are subject to these confidentiality restrictions, pursuant to legal process or otherwise, you must contact the Company's CEO to seek the Company's consent prior to any disclosure.

For the purpose of the aforesaid clauses, Confidential Information shall include any information which is confidential to the Company, commercially sensitive and is not in the public domain relating to or belonging to the Company or any corporate parents, affiliates or subsidiaries of the Company. Confidential Information includes, without limitation, information relating to business methods, corporate plans, management systems, finances, new business opportunities, marketing or sales of any past, present or future product or service, lists or details of customers, potential customers or the arrangements made with any customer, as well as the Company's professional, technical and administrative manuals; associated forms, processes and computer systems (including hardware, software, databases and information technology systems); other methodologies and systems; marketing and business development plans and strategies; client and prospect files, lists and materials; research materials; investigative materials; and project notes and plans.

**f) Intellectual Property Rights:**

Any product development, process, discovery, plan, specification, program, design, inventions, discoveries, techniques, technologies, methodologies, software, improvements, process, adaptation or any improvement in procedures or other matters of work, irrespective of whether it is the subject matter of protection granted to any intellectual property rights (including without limitation, patents, designs and copyrights), made, developed or discovered by you alone or jointly with any other person or persons, or in connection with services provided to





clients of the Company while in the employment of the Company, in connection with or in any way affecting or relating to the business or expected business of the Company or capable of being used or adapted for use therein or in connection therewith (collectively, the “Works”) shall forthwith be promptly disclosed to the Company and shall belong to and be the absolute property of the Company. All such Works shall be deemed to be “works made for hire” under applicable law. Pursuant to its exclusive proprietary rights, the Company shall have the sole and exclusive right, inter alia, to use, modify or adapt the Works that you have developed during the course of your employment. You hereby assign all of your rights, title and interests (including, without limitation, all copyrights, trademarks, patent rights and other intellectual property rights, including applications therefor) in such Works to the Company. Whenever requested to do so by the Company, you shall execute any and all applications, assignments or other instruments that the Company shall deem necessary to apply for and obtain letters patent, copyrights or any other protection in India or any foreign country, or otherwise protect the Company’s interests therein. If you do not execute such instruments within five (5) days of them being presented to you, you hereby appoint the Company with limited power of attorney to execute all such instruments. This power of attorney is a right coupled with an interest and is irrevocable, these obligations shall continue beyond the conclusion of your employment with the Company, and shall be binding upon your assigns, executors, administrators and other legal representatives. All Works shall be considered Confidential Information.

- g) You will be governed by the rules and regulations of employment established by the Company and general work practices, which will be in force from time to time.
- h) You will be responsible for the safe keeping and the return in good condition and order, of all property of the Company such as equipment, computers, books, etc., which may be in your use, custody, care or charge. The Company shall have the right to deduct the monetary value of all such things from any final monetary settlement due to you, and take such other action, as the Company deems proper in the event of your failure to account for such property to the satisfaction of the Company.
- i) You will keep the Company informed of any change in your residential address or in your civil status.
- j) You shall deal with the Company's money, material and documents with utmost honesty and professional ethics.
- k) This appointment and its continuance are subject to you being found and remaining physically and mentally fit to perform the desired role.
- l) You shall automatically retire from the services of the company on your attaining 58 years of age.

**m) Confirmation Period:**

You will be on probation for a period of six months from the date of joining the company. Your services will be confirmed subject to your satisfactory performance for the first (6) months of your employment and thereafter, a letter of confirmation will be issued to you in writing. You continue to be on probation until expressly confirmed in writing.



**n) Notice Period:**

- (i) Your employment with the Company can be terminated by either party on serving 1 months' notice during probation and two months' notice upon confirmation in writing for confirmed employees and 1 months' notice for employees on probation. The notice shall be served in writing.
- (ii) You will be relieved from the services of the company on completion of necessary exit formalities as per the policy and process of the Company.

**o) Termination of Services:**

- (i) The Company reserves its right to, at its sole discretion, accept your resignation and relieve you immediately by waiving the necessity for such notice. You will be governed by the policies laid down by the Company from time to time and if there is any breach of the same or non-performance of contractual obligations or the terms and conditions laid down in this letter, your service may be terminated without any notice whatsoever notwithstanding any other terms and conditions stipulated herein.
- (ii) In the event, at a later date, any of the statements/particulars furnished by you to the Company are found to be false or misleading, or your work performance falls short of the minimum standards required by the Company, the Company shall have the right to terminate your services, without any notice period, notwithstanding any other terms and conditions stipulated herein.
- (iii) The Company shall be entitled to initiate legal proceedings for any such breach of the above terms and conditions.
- (iv) Upon termination of your employment with the Company, you shall forthwith return to the Company all assets and property of the Company including all documents, files, books, papers, memos, software or any other property of the Company in your possession or under your control.
- (v) In case of any work related international business visits / travel assignments undertaken by you at the request of representatives of Moraе Services India Private Limited ('Company') or an associate/ group company of Moraе Services India Private Limited, you hereby agree to serve the organization for a minimum tenure based on the duration of your stay. For any travel ranging 'three weeks to three months', you will be required to serve the Company for at least six months from the date of your return to the Bangalore office. For any travel beyond three months, you will be required to serve the Company for at least twelve months from the date of your return to the Bangalore office. Upon failure on your part to serve the minimum required tenure (stated above –being in active service and not serving notice period), you agree to repay to the Company all the costs direct and incidental to the stated travel.

**p) Injunctive Relief:**

In the event of a breach or threatened breach by you of any provisions of Sections 3(c) or 3(d) (regarding non-compete and non-solicit obligations), 3(e) (regarding confidentiality) or 3(f) (regarding intellectual property) of this agreement, you agree that the Company, in addition to any other legal and equitable remedies available to it, shall be entitled to provisional and injunctive relief. You further agree that no bond shall be required to be posted by the Company in connection with any such action for provisional or injunctive relief. The Company may pursue



any remedy available to it, concurrently or consecutively in any order, and the pursuit of one such remedy will not be deemed to be an election of remedies or waiver of the right to pursue any other remedy.

**q) Severability:**

If any term or provision of this Agreement shall, for any reason, be adjudged by any court of competent jurisdiction to be invalid or unenforceable, such judgment shall not effect, impair or invalidate the remainder of this Agreement, but shall be confined in its operation to the provisions of this Agreement directly involved in the controversy in which such judgment shall have been rendered.

Notwithstanding the above, in the event any provision as presently set forth is determined to be invalid by a court of competent jurisdiction, the parties hereto agree that this Agreement shall be appropriately modified so that each and every provision hereof is enforceable to the maximum extent permitted by law.

**r) Relocation expense:**

The Management reserves its right to cover reasonable relocation expenses and any amount paid by the employee in lieu of the notice period for previous employment as per the policy. The employee will have to pay back any such reimbursements if they leave the company within 12 months from the date of joining.

If this offer letter is being issued electronically, we would request you to sign it and return a scanned copy in confirmation of you having accepted the above terms and conditions.

We welcome you to the Moraе Group family, and we hope that you will have a long and fruitful career with us.



**ANNEXURE II**  
**REMUNERATION AND PERQUISITES**

|                         |                        |                        |
|-------------------------|------------------------|------------------------|
| Employee Name           | <b>DHANVI GUPTA</b>    |                        |
| Designation             | <b>Associate (E1)</b>  |                        |
| Salary Component        | <b>Per Month (INR)</b> | <b>Per Annum (INR)</b> |
| <b>Gross (A)</b>        |                        |                        |
| Basic                   | 10,439                 | 1,25,272               |
| HRA                     | 4,176                  | 50,109                 |
| Medical                 | 1,250                  | 15,000                 |
| Food Allowance          | 1,100                  | 13,200                 |
| LTA                     | 3,333                  | 40,000                 |
| Employee Provident Fund | 1,800                  | 21,600                 |
| Statutory Bonus         | 1,400                  | 16,800                 |
| Special Allowance       | 11,299                 | 1,35,593               |
| <b>Benefits (B)</b>     |                        |                        |
| Transport Allowance     | 2,200                  | 26,400                 |
| Gratuity                | 502                    | 6,026                  |
| <b>Total CTC (A+B)</b>  | <b>37,500</b>          | <b>420000</b>          |

*\*The annual compensation amount (CTC) is inclusive of National Pension Scheme & Statutory bonus, if applicable*

*\*Transport allowance of INR 2200 will be paid to you on a monthly basis, if you do not avail the company provided transport facility*

*\*All Payments will be subjected to deduction of tax at source as per the applicable statutory regulations.*

**For Morae Services India Private Limited**

**I accept the offer and all terms and conditions set forth**

DocuSigned by:  
  
52C8F1353C5E477...

**Name:**

**Ann Marie Kartsounes**

**Chief People Officer**

**Signature & Date:**



**MORAE SERVICES INDIA PRIVATE LIMITED**

(Wholly owned subsidiary of Morae Global Corporation)

Block C4 (ELM), Ground Floor, Wing A  
Embassy Manyata Business Park  
Nagawara, Bangalore, Karnataka :  
560045, India

CIN: U74999KA2020FTC132061  
info@moraeglobal.com  
+91 80 3040 4400

**Dear DHRUVE NIDHI SURESH,**

We are delighted to offer you employment with **Morae Services India PVT LTD** as an **Associate** at **Band E1** at the Company's branch in Bangalore.

With effect from your date of joining, your employment will be governed by the terms and conditions referred in Annexure I and prevailing policies and process of the Company.

**Compensation:**

Your annual salary including benefits will be **INR 420000**. A detailed breakup of your salary is mentioned in Annexure II.

All payments will be subjected to deduction of tax at source as per applicable statutory regulations.

This offer of employment will expire in One (1) business day from the date of this letter. Any acceptance postmarked or otherwise communicated after this date will be considered invalid.

This offer is contingent upon your positive background verification report and is valid upon you joining before or on the Commencement Date.



**Date of Reporting:**

You are requested to report to the office of the Company at Wing A, Block C4 (ELM), Ground Floor, Embassy Manyata Business Park, Nagawara, Bangalore 560045, on the Commencement Date. In the event of you failing to do so, the offer made herein shall stand withdrawn, unless the reporting date is extended and communicated to you in writing by the Company.

Please note that the terms of this offer (including the terms contained in the Annexure I & II) are strictly confidential between you and the Company.

Please let us know if you have any questions about the items set forth above. We look forward to welcoming you to the Moraе Group family.

Best Wishes,

**For Moraе Services India Private Limited**

DocuSigned by:  
  
52C8F1353C5E477...

**Ann Marie Kartsounes**  
**Chief People officer**



## Annexure 1

### Employment Terms

#### 1. Remuneration and Perquisites:

- a) You will be entitled to receive salary and reimbursements/allowances and other benefits as per existing policies of the company.

#### 2. Benefits:

- b) You will be eligible for Group Personal Accident Insurance, Medclaim for you and your immediate dependents (Spouse & upto 2 Children, parent/ In-law), and Life Term Insurance.
- c) You will be eligible for 27 days of paid time off (Earned Leave and Sick/Casual Leave). You will also be eligible for 10 paid holidays for Indian festivals and 1 floating leave as per the prevailing leave policy, which may be amended from time to time.
- d) You will be eligible for transportation to office as per the company's current available transportation facilities.

#### 3. General Terms and Conditions

- a) Your employment is contingent upon you successfully completing the Background check on your past employment and education credentials, which includes clearing your final year graduation or post-graduation successfully.
- b) You shall be a full time employee of the company, based at the location as specified in the first paragraph of this letter. The Company reserves the right to request that you relocate or transfer your services to another office location of Morae Global or its subsidiary or an entity present or future or to any of the client location, in which case you will abide by the terms and working conditions governing such office and the Company will reimburse reasonable relocation expenses for you and your immediate family.
- c) You will at all times perform the duties required under this agreement and devote substantially all productive time, skill and energy to perform these duties for the Company. While in the Company's employment, you will not engage in any other employment or business activity, including, without limitation, transacting business or providing services similar or related to the Company's business, or take up any other office, honorary or otherwise, without the advance or prior written consent of the Company's CEO.
- d) You shall not directly or indirectly at any time during the term of your employment with the Company and for a period of one (1) year from the date of your termination (voluntary or otherwise) for any reason, either on your own account or for any other person or entity, (i) solicit, interfere with or endeavor to entice away from the Company or any of its affiliates, any person who to your knowledge is a client, customer or employee of, or in the habit of dealing with the Company or any of its affiliates; and (ii) carry on, assist, engage in, be concerned or participate in any business/activity (whether directly or indirectly, as a partner, shareholder,



principal, agent, director, affiliate, employee, consultant or in any other capacity or manner whatsoever) which is similar to the business of the Company (a "Competitor"), nor engage in any activity that conflicts with your obligations to the Company as provided herein

**e) Confidentiality**

- (i) In the performance of your duties, you will come to possess information (written or unwritten) on the Company's operations, processes and plans (the "Confidential Information"). All such information shall be held by you in the strictest of confidence and shall not be divulged to any person during your service with the Company or thereafter. In the event of your contravening this confidentiality provision while in the service of the Company or thereafter, the Company will be at liberty to initiate appropriate legal proceedings against you. For avoidance of doubt, these confidentiality restrictions are permanent and do not lapse upon your departure from the company.
- (ii) You shall not employ, use and /or engage the Confidential Information for any purpose other than the business of the company and only during the course of your employment with the Company. The Confidential Information may only be used, copied or disclosed by you during your employment with the Company only as necessary to carry out the Company's business, and, where applicable, only as required or authorized under the terms of any agreements between the Company and the person or entity receiving such Confidential Information. You agree not to take or keep any Confidential Information when you leave the Company, and to return all Confidential Information to the Company before your departure. If you are ever asked to disclose any information or materials that are subject to these confidentiality restrictions, pursuant to legal process or otherwise, you must contact the Company's CEO to seek the Company's consent prior to any disclosure.

For the purpose of the aforesaid clauses, Confidential Information shall include any information which is confidential to the Company, commercially sensitive and is not in the public domain relating to or belonging to the Company or any corporate parents, affiliates or subsidiaries of the Company. Confidential Information includes, without limitation, information relating to business methods, corporate plans, management systems, finances, new business opportunities, marketing or sales of any past, present or future product or service, lists or details of customers, potential customers or the arrangements made with any customer, as well as the Company's professional, technical and administrative manuals; associated forms, processes and computer systems (including hardware, software, databases and information technology systems); other methodologies and systems; marketing and business development plans and strategies; client and prospect files, lists and materials; research materials; investigative materials; and project notes and plans.

**f) Intellectual Property Rights:**

Any product development, process, discovery, plan, specification, program, design, inventions, discoveries, techniques, technologies, methodologies, software, improvements, process, adaptation or any improvement in procedures or other matters of work, irrespective of whether it is the subject matter of protection granted to any intellectual property rights (including without limitation, patents, designs and copyrights), made, developed or discovered by you alone or jointly with any other person or persons, or in connection with services provided to





clients of the Company while in the employment of the Company, in connection with or in any way affecting or relating to the business or expected business of the Company or capable of being used or adapted for use therein or in connection therewith (collectively, the “Works”) shall forthwith be promptly disclosed to the Company and shall belong to and be the absolute property of the Company. All such Works shall be deemed to be “works made for hire” under applicable law. Pursuant to its exclusive proprietary rights, the Company shall have the sole and exclusive right, inter alia, to use, modify or adapt the Works that you have developed during the course of your employment. You hereby assign all of your rights, title and interests (including, without limitation, all copyrights, trademarks, patent rights and other intellectual property rights, including applications therefor) in such Works to the Company. Whenever requested to do so by the Company, you shall execute any and all applications, assignments or other instruments that the Company shall deem necessary to apply for and obtain letters patent, copyrights or any other protection in India or any foreign country, or otherwise protect the Company’s interests therein. If you do not execute such instruments within five (5) days of them being presented to you, you hereby appoint the Company with limited power of attorney to execute all such instruments. This power of attorney is a right coupled with an interest and is irrevocable, these obligations shall continue beyond the conclusion of your employment with the Company, and shall be binding upon your assigns, executors, administrators and other legal representatives. All Works shall be considered Confidential Information.

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- i) You will keep the Company informed of any change in your residential address or in your civil status.
- j) You shall deal with the Company's money, material and documents with utmost honesty and professional ethics.
- k) This appointment and its continuance are subject to you being found and remaining physically and mentally fit to perform the desired role.
- l) You shall automatically retire from the services of the company on your attaining 58 years of age.

**m) Confirmation Period:**

You will be on probation for a period of six months from the date of joining the company. Your services will be confirmed subject to your satisfactory performance for the first (6) months of your employment and thereafter, a letter of confirmation will be issued to you in writing. You continue to be on probation until expressly confirmed in writing.



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- (i) Your employment with the Company can be terminated by either party on serving 1 months' notice during probation and two months' notice upon confirmation in writing for confirmed employees and 1 months' notice for employees on probation. The notice shall be served in writing.
- (ii) You will be relieved from the services of the company on completion of necessary exit formalities as per the policy and process of the Company.

**o) Termination of Services:**

- (i) The Company reserves its right to, at its sole discretion, accept your resignation and relieve you immediately by waiving the necessity for such notice. You will be governed by the policies laid down by the Company from time to time and if there is any breach of the same or non-performance of contractual obligations or the terms and conditions laid down in this letter, your service may be terminated without any notice whatsoever notwithstanding any other terms and conditions stipulated herein.
- (ii) In the event, at a later date, any of the statements/particulars furnished by you to the Company are found to be false or misleading, or your work performance falls short of the minimum standards required by the Company, the Company shall have the right to terminate your services, without any notice period, notwithstanding any other terms and conditions stipulated herein.
- (iii) The Company shall be entitled to initiate legal proceedings for any such breach of the above terms and conditions.
- (iv) Upon termination of your employment with the Company, you shall forthwith return to the Company all assets and property of the Company including all documents, files, books, papers, memos, software or any other property of the Company in your possession or under your control.
- (v) In case of any work related international business visits / travel assignments undertaken by you at the request of representatives of Morae Services India Private Limited ('Company') or an associate/ group company of Morae Services India Private Limited, you hereby agree to serve the organization for a minimum tenure based on the duration of your stay. For any travel ranging 'three weeks to three months', you will be required to serve the Company for at least six months from the date of your return to the Bangalore office. For any travel beyond three months, you will be required to serve the Company for at least twelve months from the date of your return to the Bangalore office. Upon failure on your part to serve the minimum required tenure (stated above –being in active service and not serving notice period), you agree to repay to the Company all the costs direct and incidental to the stated travel.

**p) Injunctive Relief:**

In the event of a breach or threatened breach by you of any provisions of Sections 3(c) or 3(d) (regarding non-compete and non-solicit obligations), 3(e) (regarding confidentiality) or 3(f) (regarding intellectual property) of this agreement, you agree that the Company, in addition to any other legal and equitable remedies available to it, shall be entitled to provisional and injunctive relief. You further agree that no bond shall be required to be posted by the Company in connection with any such action for provisional or injunctive relief. The Company may pursue



any remedy available to it, concurrently or consecutively in any order, and the pursuit of one such remedy will not be deemed to be an election of remedies or waiver of the right to pursue any other remedy.

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If any term or provision of this Agreement shall, for any reason, be adjudged by any court of competent jurisdiction to be invalid or unenforceable, such judgment shall not effect, impair or invalidate the remainder of this Agreement, but shall be confined in its operation to the provisions of this Agreement directly involved in the controversy in which such judgment shall have been rendered.

Notwithstanding the above, in the event any provision as presently set forth is determined to be invalid by a court of competent jurisdiction, the parties hereto agree that this Agreement shall be appropriately modified so that each and every provision hereof is enforceable to the maximum extent permitted by law.

**r) Relocation expense:**

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If this offer letter is being issued electronically, we would request you to sign it and return a scanned copy in confirmation of you having accepted the above terms and conditions.

We welcome you to the Moraе Group family, and we hope that you will have a long and fruitful career with us.



**ANNEXURE II**  
**REMUNERATION AND PERQUISITES**

|                         |                     |                 |
|-------------------------|---------------------|-----------------|
| Employee Name           | DHURVE NIDHI SURESH |                 |
| Designation             | Associate (E1)      |                 |
| Salary Component        | Per Month (INR)     | Per Annum (INR) |
| <b>Gross (A)</b>        |                     |                 |
| Basic                   | 10,439              | 1,25,272        |
| HRA                     | 4,176               | 50,109          |
| Medical                 | 1,250               | 15,000          |
| Food Allowance          | 1,100               | 13,200          |
| LTA                     | 3,333               | 40,000          |
| Employee Provident Fund | 1,800               | 21,600          |
| Statutory Bonus         | 1,400               | 16,800          |
| Special Allowance       | 11,299              | 1,35,593        |
| <b>Benefits (B)</b>     |                     |                 |
| Transport Allowance     | 2,200               | 26,400          |
| Gratuity                | 502                 | 6,026           |
| <b>Total CTC (A+B)</b>  | <b>37,500</b>       | <b>420,000</b>  |

*\*The annual compensation amount (CTC) is inclusive of National Pension Scheme & Statutory bonus, if applicable*

*\*Transport allowance of INR 2200 will be paid to you on a monthly basis, if you do not avail the company provided transport facility*

*\*All Payments will be subjected to deduction of tax at source as per the applicable statutory regulations.*

**For Morae Services India Private Limited**

**I accept the offer and all terms and conditions set forth**

DocuSigned by:  
Ann Marie Kartsounes  
52C8F1353C5E477...

**Name:**

**Ann Marie Kartsounes**

**Chief People Officer**

**Signature & Date:**



**Deloitte Tax Services India Private Limited**  
**Deloitte Tower Survey No. 41 Gachibowli Village, Ranga**  
**Reddy District, CIRCLE 3, Hyderabad - 500032, Telangana,**  
**India**

**Tel: +91 040 67621000**

**www.deloitte.com**

**MUBARAK BAIG**

**Subject: Offer of Employment Dear**

**MUBARAK BAIG**

On behalf of **Deloitte Tax Services India Private Limited** (the "Employer" or "Company"), I am pleased to confirm our offer of employment to you as **Tax Consultant I** based in **Hyderabad**.

We extend this offer, and the opportunity it represents, with great confidence in your abilities. You have made a very favorable impression with everyone you met and we are excited with the prospect of you joining our organization on **November 13, 2022**. Your immediate manager will communicate details of your role and work responsibilities in the initial weeks of your joining the Employer. During your employment, the Company may require you to work on any project that you are assigned to, on any technical platforms/skills and nature of the project, in differentiated work timing, at designated work space and location as may be decided by the company.

As part of your annual compensation, you will receive a Total Salary of **Rs. 760000/-** and, will be eligible for a performance linked variable bonus. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount could vary depending upon the business and individual performance each fiscal year and, in some situations, could exceed the payout range indicated. Any amounts paid will be subject to statutory and other deductions as per Employer policies and practices. The details of your compensation breakdown are provided in the attached Annexure A.

As an incentive to join the Company, you are eligible to receive a joining bonus of **Rs./₹ 100,000/-** subject to your reporting for full-time employment on **November 13, 2022**. This amount will attract applicable taxes and will be processed as part of your first month's payroll. You will have an obligation to repay the entire amount of your joining bonus if you resign your position or are terminated for cause by the Company within **12 months** of your start date.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

Your employment with us will be governed by the Terms and Conditions as detailed in **Annexure B**, as well as any and all rules, regulations, guidelines, policies and practices of the Employer, which may be amended from time to time. Deloitte LLP and its U.S.-based subsidiaries (the "Deloitte U.S. Firms") requires their employees to make the necessary representations regarding independence and other matters. Because the Employer is an Indian subsidiary of Deloitte LLP, we must also comply with these independence requirements. Accordingly, this offer is conditional upon you agreeing to make such representations under the Employer's Independence Representations requirements, as further explained in **Annexure B**.

Your compensation details are confidential, and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization. We would like you to join the Employer on **November 13, 2022**, or an alternative mutually agreed upon date.

This offer letter, together with the Annexures described herein, and the Non-Disclosure, Non Solicit and Intellectual Property Rights Assignment Agreement, the Information Security Policy (which you are required to sign upon joining), constitute the entire agreement between the parties with respect to the subject matter of this offer, and supersedes all other previous or contemporaneous oral or written representations, understandings or agreements relating to the subject matter of this offer between you and the Employer or its affiliates.

In compliance with applicable laws, Deloitte India (Offices of the US) provides its professionals with home pick-up and drop transport services within **pre-defined** boundary if their shift timings are between 8:30 p.m. - 6:00 a.m. in Hyderabad, 9:00 p.m. - 6:00 a.m. in Mumbai, Pune; 7:00 p.m. - 6:00 a.m. in Gurugram, 8:00 p.m. - 6:00 a.m. in Bengaluru, Chennai, and Kolkata.

This letter and **Deloitte Tax Services India Private Limited** employment application are intended to be final. To accept the offer and the terms of this letter, please sign below in the space provided within three business days.

**R**, everyone you have interviewed with joins me in extending to you congratulations and warm regards. We look forward to you joining our team.

Sincerely,

**For Deloitte Tax Services India Private Limited** Best regards,

DocuSigned by:  
*Pooja Madhani*  
2B8F65B8ECE5489...

By: \_\_\_\_\_  
Signature

**Authorized Signatory**

**Acceptance**

I, **R**, hereby accept the terms and conditions of this employment offer.

Please sign and date your Acceptance

**Annexure A**

**Tax Consultant I -**

| Description                              | Monthly (Rs. per month) | Annual (Rs. per Annum) |
|------------------------------------------|-------------------------|------------------------|
| Basic Pay                                | 20,000                  | 240,000                |
| House Rent Allowance (HRA)               | 10,000                  | 130,000                |
| Special Allowance <sup>1a &amp; 1b</sup> | 16,100                  | 193,200                |
| Leave Travel Allowance <sup>2</sup>      | 2,166                   | 26,000                 |
| Differential Allowance                   | 6,691                   | 80,633                 |
| Meal Card <sup>3</sup>                   | 2,200                   | 26,400                 |
| Employer's contribution to PF            | 2,300                   | 27,600                 |
| Total Salary (in Rs.)                    | 59,457                  | 760000                 |

|                                        |                                                                                                                                                                                                            |               |
|----------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|
| Variable Bonus*                        | You are eligible for a performance linked variable bonus. It will be paid out at the end of the fiscal year, as applicable and on the basis of your individual performance and performance of the business |               |
| Medical Insurance Premium <sup>4</sup> | <b>3,014</b>                                                                                                                                                                                               | <b>36,167</b> |

\*The Variable Bonus will vary, primarily based on your individual performance and the performance of the business, during the Employer's fiscal year which is June through May. Your performance will be formally assessed as a part of the Employer Performance Review Cycle Process. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount will vary depending upon the business and individual performance and in some circumstances, could exceed the payout range indicated. The performance of all the employees who have joined the Employer prior to March 1st will be assessed for the fiscal year ending in May. The disbursement of a Variable Bonus, if applicable, is subject to you being active on the rolls of the Employer, during the Annual Incentive Program payout cKARTHIKRAJ Kcycle for the fiscal year. For employees joining during the period March 1st to May 30th, a prorated Variable Bonus, if applicable, will be based on the first year-end review ratings in the subsequent year and paid during the Annual Incentive Program payout cycle of that year. The Variable Bonus will not be paid in the event of termination of employment for any reason on or before the disbursement time. The application and interpretation of, and any determinations related to, the Variable Bonus is at the sole discretion of Employer. Employer may amend or terminate the Variable Bonus at any time. All compensation and benefits are based on employee's position with the Employer in India.

Contd/-....

Annexure A

1

All employees may claim tax exemption, subject to tax rules from time to time, from their Special Allowance component, expenses incurred towards communication and Driver / Fuel & Maintenance Expenses as per eligibility mentioned below:

**Employee Level - Tax Consultant I**

1a

*Communication Expenses*

*Only one Post paid mobile, one Land Phone and One internet connection bill(s) can be claimed.*

1b

*Fuel Expenses*

*Petrol / Driver / Insurance / Repairs & Maintenance*

**Rs./₹ 3,000/-** per month**Rs./₹ 7,500/-** per month

1a The internet/telephone/mobile bills should be in the Employee's name.

1b

For claiming vehicle running expenses (Driver / Fuel / Repairs & Maintenance expenses) the vehicle has to be in the name of the Employee and the current tax rules are as under. The above limits will be applicable for all those who are on company car lease program and the below limits will apply for all those who are on self-owned car. In case of company leased car, taxability would be as per the current perquisite valuation rules.

| Nature of Expenses | Own Vehicle –Maximum Tax exemption limit per month |           |                |
|--------------------|----------------------------------------------------|-----------|----------------|
|                    | 4 Wheelers (Engine Capacity)                       |           |                |
|                    | <= 1600 cc                                         | > 1600 cc | Two Wheelers   |
| Fuel & Maintenance | Rs. 1,800                                          | Rs. 2,400 | Rs. 900        |
| Driver's Salary    | Rs. 900                                            | Rs. 900   | Not applicable |

All employees at and above **Senior Staff** are eligible for the company car lease program. If you choose to avail of this benefit, the amount towards lease rental will be paid by the firm on your behalf to the leasing company and your compensation structure will be adjusted accordingly. A revised letter with the new compensation structure will be issued that will supersede this letter for all practical purposes.

2

The Leave Travel Allowance (LTA) will be paid on a monthly basis as an allowance with tax deducted at source. If you choose to avail the tax benefit on LTA, you should submit proof of expenses incurred by you for Self and / your immediate dependents. The taxability or otherwise of LTA will be as per the Income Tax Act 1961, details of which will form part of the LTA Form.

3 Meal Card amount will be credited at the start of each month and for the first month (For New Hires) prorated amount will be processed as part of payroll. If not collected, it will be processed as a taxable amount with the salary.

4 Annual Floating Medical Insurance Coverage for self and **6 dependents** is being paid by the Employer on your behalf. The premium amount is subject to change every year post renewal of insurance policy. In case you opt for an enhancement of the coverage limit, the additional premium will be adjusted accordingly from the special allowance.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

You may also be eligible to either a One-time Stipend or a temporary lodging basis joining the registered office location, you will receive a survey from Deloitte prior to your joining.

You may select the best option for availing the relocation assistance. If an employee who has availed this reimbursement decides to quit within 18 months from the date of relocation claim for whatever reason, the relocation reimbursement paid to the employee will be recovered in full, from the employee's full and final settlement.

By joining the Company, you will become a member under the 'Deloitte USI Employees Welfare Trust' and may be required to make a nominal contribution as a member.

Original bills towards the above components should be submitted during the Income Tax fiscal period evidencing the expenditure to get Income Tax exemption, failing which the same will attract applicable Income Tax.

Submission of false, tampered or altered bills as proof of expense for any of the above components will result in disciplinary action including termination of employment.

**Your compensation above is subject to income tax deduction per rules and guidelines prescribed under the prevailing tax laws. This may change from time to time in line with the amendments done in tax laws.**



**Hyderabad**

## **Annexure B**

### **Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement ("Employment Agreement")**

In consideration of my employment by **Deloitte Tax Services India Private Limited**, an Employer incorporated under the provisions of the Companies Act, 1956 and having its registered office **Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District, CIRCLE 3, Hyderabad - 500032, Telangana, India** (the "Employer") as **Tax Consultant I** - and other valuable consideration, I acknowledge and agree that:

#### **PRELIMINARY MATTERS**

**1. Defined Terms.** The italicized terms in this agreement (the "Employment Agreement") are defined in **Exhibit A** hereto.

**2. Pre-existing Agreements or Arrangements.** I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Agreements or Arrangements*. The Employer expects me to abide by all restrictions or obligations that are contained in such Preexisting Agreements or Arrangements and to avoid involvement, while employed by the Employer, in any matter that could pose a conflict as a result of confidential information or intellectual property obtained by me prior to my *Employment*. I further represent that none of these restrictions or obligations, including those set forth in any non-compete agreements with prior employers, is inconsistent with my acceptance of the Employer's offer of *Employment* or my becoming, and serving as, **Tax Consultant I** of the Employer. To the extent applicable and if I am joining the Employer after having served as an employee or official of the United States Government, I further represent that: (1) I have disclosed my prior participation, if any, in any discussions or negotiations with, or decisions to award contracts to, the Deloitte U.S. Firms while I was employed by the United States Government; and (2) I had either recused myself or had not played an active role in the applicable United States Government agency's decision to award any contracts to the Deloitte U.S. Firms while I was employed by the United States Government.

#### **PROTECTION OF OUR BUSINESS**

**3. Reporting of Proceedings.** Except as provided by law and except as I have disclosed in writing on **Exhibit C** to this Agreement, I represent and warrant that I have no *Proceedings* to report. Should I become a subject of any *Proceedings* during my association with the Employer, I agree to immediately report, in writing, all relevant facts to the Chief Talent Officer



of Deloitte LLP, the Regional Talent Director of the Employer, and the Chief Ethics and Compliance Officer of Deloitte LLP. I understand that my responses are subject to audit and review by the Employer and others in accordance with applicable professional, ethical, legal, or Employer requirements, rules, regulations, policies, or practices, or other requests.

**4. Confidentiality.** I acknowledge that, by virtue of my *Employment*, I will acquire and be exposed to, have access to, make use of and/or create *Confidential Information*. Therefore, I agree to hold in trust and confidence all such *Confidential Information*. I will neither disclose any such *Confidential Information* to anyone outside a *Deloitte Entity* without the prior written approval of an *Authorized Signatory*, except as required by my authorized duties for the Employer, nor use any such *Confidential Information* for any purpose other than for the benefit of a *Deloitte Entity*.

**5. Third Party Information and Property.** I agree that during my *Employment*, I shall not use or disclose any confidential information or intellectual property of any former employer or other person or entity without the prior written authorization of such employer, person or entity and the prior written consent of an *Authorized Signatory*. If I were to use or disclose any such Confidential Information or Intellectual Property without prior consent, and any of the *Deloitte Entities* become the subject of any claim from a third party regarding such unauthorized use or disclosure, I agree to hold harmless and indemnify the *Deloitte Entities* for any legal defense costs and/or damages related to any such claim.

**6. Authorization.** Only employees of the Employer holding a senior or managerial position with the Employer will be authorized by a specific authorization, delegation, or power of attorney to sign legal documents, representing the Employer. Similarly, only such authorized employees of the Employer may speak about the Employer, the business and plans, various client-related projects etc.

**7. Competing Activities and Conflict of Interest.** During the period of my *Employment* I will not, directly or indirectly, participate in or in any way render services or assistance to any business that is or may be competitive with a *Deloitte Entity*, whether or not for compensation, or engage in any conduct which might result in, or create the appearance of using my position for private gain or other than for the benefit of a *Deloitte Entity*, or otherwise create a conflict, or the appearance of a conflict, of interest with a *Deloitte Entity*. Such conduct shall include, but not be limited to, having an undisclosed financial interest in any vendor or supplier of a *Deloitte Entity*, accepting payments of any kind or gifts other than of a nominal value from vendors, clients or suppliers, or having an undisclosed relationship with a family member or other individual who is employed or associated with any entity in active or potential competition with a *Deloitte Entity*, and which creates a conflict of interest. I represent and warrant that I am not currently aware of any present or past violation of this provision.

**8. Authorization to Access Systems and Electronic Communications and use of Deloitte Property.** I understand that while employed with a *Deloitte Entity*, I will use and have access to the Systems. I also acknowledge that a *Deloitte Entity* has the right at any time to access, retrieve, delete, monitor, examine, use and/or disclose my Electronic Communications and information from (or about) me and the content, without notice to me, and that such *Electronic Communications* are considered part of a *Deloitte Entity's* business and client records and are not to be considered private or personal to me or any other *Personnel*. I further acknowledge that this right extends to *Electronic Communications* transmitted for either a business or personal purpose.

I agree that I am authorized to access the *Systems* only for approved business purposes and occasional personal use if such use does not interfere with my work responsibilities and other required business activities, business operations, or *Systems* performance. However, I also acknowledge that such occasional personal use does not create an expectation of privacy as to any of my personal *Electronic Communications* and, as such, are *Deloitte Property*.

I further acknowledge that I am not authorized to use the *Systems* for personal gain or any illegal or unethical use. I agree that under no circumstances am I authorized to access any of the *Systems* for the purpose of obtaining *Deloitte Property* for a competitor of a *Deloitte Entity*, transmitting *Deloitte Property* to me (e.g., emailing *Confidential Information* to my personal email address) or to a third party for purposes other than furthering the business objectives of a *Deloitte Entity*. I am not authorized to download a *Deloitte Entity's Confidential Information* or other *Deloitte Property* to removable media such as a CD Rom, disk or thumb drive other than as authorized for furthering the business objectives of a *Deloitte Entity*.

I will be responsible for the safe keeping and return in good condition and order of all the *Deloitte Property* that may be in my use, custody, care or charge. For the loss of any *Deloitte Property* in my possession or custody or for which I have been assigned responsibility, the Employer will have a right to assess on its own basis and recover from me, the damages in respect of such materials (out of the amounts due to me or otherwise) and to take such other legal action as it deems appropriate including termination of my employment without notice or payment in lieu thereof in the event of my failure to account for such material or property to its satisfaction.

**9. Security.** I am provided with a worktable and lockable storage space. I will ensure they are locked when unattended and understand that a duplicate key will only be provided if I sign for it. I am required to display my identity card to the appropriate security personnel on demand and at all times within the office premises.

#### **10. Ownership of Works.**

a. I agree that the Employer owns all rights, title and interest in and to all *Works*.

- b. I agree that all *Works* are deemed works made for hire under India copyright or applicable laws or equivalent laws of any applicable foreign jurisdiction, and all *Intellectual Property Rights* therein vest automatically in the Employer upon creation of the *Works*. I agree that, to the extent any *Work* is held not to be a work made for hire, I hereby irrevocably assign all *Intellectual*

*Property Rights* in the *Work* to the Employer. Notwithstanding anything contained in Section 19(4) of the Indian Copyright Act, 1957, I agree that such assignment shall continue to be in force for perpetuity irrespective of whether or not the Employer exercises its rights as the assignee for any period of time.

- c. I will at all times, even after termination of my *Employment*, do whatever the Employer reasonably requests of me, at the Employer's expense, to document the assignment of any *Works* to the Employer or to assist the Employer in pursuing, renewing, extending or assigning any *Intellectual Property Rights*, and otherwise perfecting, protecting and enforcing said *Intellectual Property Rights* in, any *Works*. I agree that, as between me and the Employer, the Employer shall be the sole author, inventor, and owner of all such *Works* and *Intellectual Property Rights* therein throughout the world, and that the Employer shall have the sole right to seek copyright registrations, patents or trademark registrations, including all extensions and renewals thereof. I also hereby agree that I waive all moral rights in any *Works*.

I also agree to assign all my right, title and interest in and to any particular *Works* to a third party as directed by the Employer.

In the event the Employer is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraphs, I hereby irrevocably designate and appoint the Employer and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and in my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraphs with the same legal force and effect as if executed by me. I hereby waive any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any *Works* assigned hereunder to the Employer.

- d. During a 12 month period after termination of my *Employment*, I agree that any *Intellectual Property* I create or conceive that results from and is related to any work assigned to or performed by me for the Employer, or that was created using *Deloitte Property*, is a *Work* that is subject to Paragraph 10 (b) above. For purposes of clarification, the foregoing provision is in addition to, and not in limitation of, any rights and remedies the Employer may have under the applicable laws protecting *Intellectual Property* of the *Deloitte Entities*.

- e. I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Employer) of all *Works* developed by me during the period of my employment with the Employer, which records shall be available to and remain the sole property of the Employer at all times.

**11. Pre-existing Creations; Personal Creations.** My obligations in Paragraph 10 do not apply to *Pre-existing Creations* and *Personal Creations*. I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Creations*. I acknowledge and agree that I will not assert any ownership rights against the *Deloitte Entities*, or their respective clients, with respect to any *Pre-existing Creations* unless they appear on **Exhibit B**, and **Exhibit B** has been accepted and agreed to by an *Authorized Signatory* who has signed at the bottom of such **Exhibit B**. I further agree that I shall not use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment* without the prior written consent of an *Authorized Signatory*. To the extent that I use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment*, I agree that, except as otherwise provided in a written agreement executed by me and the Employer, I hereby grant to the Employer an irrevocable, royalty free, perpetual, fully paid up, transferable, sub-licensable license to use, reproduce, distribute, display, perform, modify and create derivative works of and otherwise exploit such *Pre-existing Creations* or *Personal Creations* for any purpose including, but not limited to, client engagements.

**12. Post- Employment Restrictions re: Clients.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or serving of certain clients related to my work for a *Deloitte Entity* would necessarily involve the unauthorized use or disclosure of *Confidential Information*, and the proprietary relationships and goodwill of the *Deloitte Entities*, and, in the case of my serving of certain clients, could compromise the full compliance of the Employer or another *Deloitte Entity* with the applicable laws, rules and regulations of a U.S. or India regulatory body or other independence-related requirement of a regulatory body. Accordingly, during the period of my *Employment* and for a period of one year thereafter, I will not, directly or indirectly, solicit or provide services to any existing client of a *Deloitte Entity* with which I had personal contact and provided services during the two-year period prior to termination of my *Employment*.

**13. Exceptions to Post- Employment Restrictions re: Clients.** I understand that the obligations of Paragraph 12 will not apply for a period of three (3) years after my start date or the date of my promotion or transfer to clients of a *Deloitte Entity* and/or certain specified kinds of services rendered to such clients that meet all of the following criteria: (a) are personal clients of mine who came to a *Deloitte Entity* solely to avail themselves of certain specified kinds of services rendered by me and only as a result of my own independent recruitment efforts, which a *Deloitte Entity* neither subsidized nor otherwise financially supported as part of a program of client development, (b) are listed on **Exhibit D** expressly by name with respect to client and with sufficient specificity with respect to the kinds of service(s) that I will be permitted to render, and (c) are

accepted and agreed to as to their listing on **Exhibit D** by an *Authorized Signatory* who has signed at the bottom of such Exhibit. I agree that after a period of three (3) years from my start date or the date of my promotion or transfer the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on **Exhibit D** to support the application of the obligations of Paragraph 12 to those clients.

**14. Future Employment with Clients.** Except as otherwise provided herein, I understand that I am not prohibited from accepting employment with a client (or an affiliate of such client) of a *Deloitte Entity*. Before entering into substantive discussions with an *Attest Client* regarding any employment opportunity, I acknowledge and agree that during my *Employment* and for five years thereafter I must first notify *Independence* and obtain prior written approval from *Independence*. I acknowledge and understand that it is the intent of the Employer to interpret and apply this provision (a) in an effort to ensure the full compliance of the *Deloitte Entities* with applicable U.S. and India laws, rules, and regulations; (b) to serve the public interest; and (c) to protect the legitimate interests of the *Deloitte Entities* or their respective *Attest Clients* under applicable U.S. or India laws, rules and regulations in a manner that is no greater than is reasonably necessary to protect such interests and without being unduly harsh and oppressive to me and my interests in future employment with an *Attest Client*. Further, I acknowledge and agree that because of, among other things, the importance of the *Deloitte Entities* remaining in compliance with applicable independence rules, such approval may be withheld by *Independence* in the event that my employment with an *Attest Client* would, in the view of Deloitte LLP, be inconsistent with applicable laws, rules and regulations or jeopardize the independence of a *Deloitte Entity* with respect to such *Attest Client*.

**15. Restrictions re: Personnel and Contractors.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or hiring or of any of its *Personnel* or contractors of the *Deloitte Entities*, or my participation in their hiring, admission or retention, would necessarily involve the unauthorized use or disclosure of *Confidential Information* or the proprietary relationships and goodwill of the *Deloitte Entities*. Accordingly, during my *Employment* and for one year thereafter, I will not, directly or indirectly, (a) solicit or attempt to solicit, or participate in the solicitation of or any attempt to solicit any *Personnel* to leave a *Deloitte Entity*, or to join any firm or business with which I may be or become affiliated; (b) participate in the hiring or admission of any *Personnel*; or (c) cause a contractor of a *Deloitte Entity* to cease providing services to, with, or on behalf of the *Deloitte Entity*.

**16. Post- Employment Restrictions re: Deloitte Property.** Upon termination of my *Employment*: (a) I will not use or disclose *Deloitte Property*, including, but not limited to, *Confidential Information* and *Works*, for any purpose; (b) I will not retain or take with me any *Deloitte Property*; (c) I will immediately deliver to a *Deloitte Entity* at any location that it designates, at my expense, within one business day after the termination of my *Employment* or on an alternate date designated by a *Deloitte*

*Entity*, any *Deloitte Property* that I may then or thereafter hold or control; and (d) I agree to allow a *Deloitte Entity* to inspect any of my personal or home computers, including smart phones, tablet computers, or any device, media or location capable of storing electronic data, to determine whether any *Deloitte Property* resides on such computers and to permit a *Deloitte Entity* to remove such *Deloitte Property*.

## OTHER POST- EMPLOYMENT OBLIGATIONS

**17. Transition of Work and Cooperation.** Upon termination of my *Employment* for any reason, I will cooperate with a *Deloitte Entity* in all matters relating to the completion of pending work and its orderly transfer. I will also cooperate fully with a *Deloitte Entity* in connection with any threat of or actual legal proceeding against a *Deloitte Entity* or any client, customer or licensor of a *Deloitte Entity* arising out of any matter with or of which I had contact or knowledge during my *Employment*.

**18. Notification of Post- Employment Obligations.** I agree that prior to accepting employment or affiliation with another firm or business I will advise such firm or business of my duties and obligations under this Employment Agreement. After my *Employment* ends, I agree that a *Deloitte Entity* shall be permitted to advise any firm or business with which I have accepted an offer of employment or affiliation concerning my duties and obligations under this Employment Agreement.

**19. Certification.** I agree that during or after my *Employment* I will, if requested, provide written certification in such form as the Employer may require that I have complied with my obligations hereunder, including, without limitation, those obligations set forth in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15 and 16 of this Agreement.

## OUR ENFORCEMENT RIGHTS AND REMEDIES IN THE EVENT OF A BREACH

**20. Equitable Relief and Attorney's Fees.** I acknowledge and agree that a breach of this Employment Agreement, including, but not limited to, a breach of my duties and obligations under the terms and conditions of Paragraphs 4, 5, 7, 8, 9, 10, 12, 14, 15 or 16 would cause irreparable harm to the *Deloitte Entities* and that, in addition to other remedies, the Employer on behalf of itself or another *Deloitte Entity* is entitled to a temporary restraining order, an injunction or other equitable relief to prevent any such breach. I also acknowledge that, to the extent permitted by law, a *Deloitte Entity* will be entitled to the payment of the *Deloitte Entities'* reasonable costs and attorney's fees incurred in enforcing this Employment Agreement. I also acknowledge that, to the extent permitted by law, the Employer may request that a court extend the one year period

following the termination of my *Employment*, as provided in Paragraphs 12 and 15, to correspond with the period that I participated in activities prohibited by Paragraphs 12 and 15.

**21. Liquidated Damages: Client Fees.** I agree that in the event of a breach under Paragraph 12, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

**22. Liquidated Damages: Compensation.** I agree that the precise amount of damages flowing from a breach under Paragraph 15 would be impracticable or extremely difficult to ascertain in an actual amount. Therefore, I agree that in the event of a breach under Paragraph 15, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by or owed to any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

**23. Right of Inspection.** I agree to permit the Employer (or to use my best efforts to enable the Employer) to inspect my books and records (and the books and records of any entity which employs or is associated or affiliated with me), upon request and at reasonable times, to enable the Employer to confirm the calculations described above and to verify compliance with Paragraphs 12 and 15. The Employer shall keep confidential any proprietary information obtained, except as may be necessary or desirable to enable the Employer to enforce its rights under this Employment Agreement and except as may be required by any statute, court or administrative order to decree or government ruling or regulation.

#### MISCELLANEOUS

**24. Governing Law; Choice of Forum.** This Employment Agreement is deemed to have been executed in the Employer's office in **Hyderabad, Telangana, India** and will be construed and governed in accordance with the laws of the Republic of India without regard to its conflicts-of-law principles. You agree to submit to jurisdiction before any court of record in which the Employer's office to which you were assigned is located, or in which a breach of this Employment Agreement may occur, at the election of the Employer, and you waive any right to raise questions of personal jurisdiction or venue in any action the Employer may bring against you in any such court. You further agree to accept service of process/summons/legal notice from the Employer when that process/summons/legal notice is either sent to your last known address by certified mail or served by any other means permitted under the law of the jurisdiction in which the Employer may bring an action against you.

**25. Modifications.** My obligations hereunder may not be changed or modified, released, discharged, abandoned or terminated, in whole or in part, except by an instrument in writing signed by an *Authorized Signatory*.

**26. Severability.** Every provision of this Employment Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such term or provision will be enforced to the maximum extent permitted by law and, in any event, such illegality or invalidity shall not affect the validity of the remainder of the Employment Agreement.

**27. Blue-Penciling.** If any court determines that any provision of this Employment Agreement, or any part hereof, or the application of any such provision, or any part hereof, to any person or circumstance is unenforceable or void, such court shall have the power to modify such provision, or any part hereof, to the extent necessary to render it legal and enforceable while preserving its intent, or if such modification is not possible, by substituting therefore another provision that is legal and enforceable and that achieves the same objective.

**28. Waiver.** None of my obligations under this Employment Agreement shall be deemed to have been waived by the Employer except if the giving of such waiver is contained in a written notice given to me and no such waiver shall be deemed to be a waiver of any other or further obligation I have under this Employment Agreement.

**29. Entire Agreement.** This Employment Agreement, the Employer's employment application, the Terms and Conditions of Service issued pursuant to the offer of employment and any documentation employing me or transferring me to the Employer, contain the entire understanding between me and the Employer or any other *Deloitte Entity* with respect to the subject matter hereof and supersedes all prior representations, warranties, and agreements with respect to such subject matter, and no representations, warranties or other covenants exist with respect to such subject matter that are not contained or expressly referred to herein. Notwithstanding the foregoing, any written agreement between a *Deloitte Entity* and me with respect to the subject matter hereof that was signed by me prior to the effective date of this Employment Agreement shall remain valid and enforceable according to the terms of such agreement with respect to all acts and omissions occurring prior to the effective date of this Employment Agreement. In the event of a conflict between this Employment Agreement and the employment application or any other document purporting to set forth terms and conditions of my *Employment*, this Employment Agreement will control.

**30. Transfer and Assignment.** Unless as the Employer shall otherwise determine, the rights, obligations and benefits of the Employer under this Employment Agreement, including but not limited to those rights and benefits relating to my post-Employment obligations set forth in this Paragraph 30 and in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19 and 23 above, are transferred and assigned, in whole or in part (as the Employer shall determine) and without the need for my consent

or the formality of documentation or prescribed processes, to (a) any *Deloitte Entity* in connection with my transfer to that *Deloitte Entity* or (b) any entity that acquires all or a part of the assets or business of the Employer. All provisions of this Employment Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, representatives, successors, and assigns of the Employer and me, and any *Deloitte Entity* to which I may be transferred during my *Employment*, provided, however, none of my duties or obligations under this Employment Agreement may be assigned or transferred by me to any other person or entity without the Employer's prior written approval of such assignment or transfer. Any purported assignments in violation of this Paragraph 30 shall be null and void.

**31. Headings.** The headings contained in this Employment Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Employment Agreement.

I have read the foregoing, understand it, and agree to comply with its terms.

**For Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
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Pooja Madnani

**Talent**

**Authorized Signatory**

Effective as of **November 13, 2022**, I accept all the terms and conditions of the Employer as stipulated in this Employment Agreement.

**A**

The definitions below apply to the italicized terms that appear in the Employment Agreement (including the exhibits):

**Attest Client** – attest client (or an affiliate of such client) of Deloitte & Touche LLP or a *Deloitte Entity*.

**Authorized Signatory** – a director, officer or other person who is authorized to sign on behalf of a *Deloitte Entity*.

**Confidential Information** – any information not generally known to the public, in any *Form*, that (1) relates to the operation of a *Deloitte Entity* or provides the *Deloitte Entities* with a competitive advantage, (2) consists of Personally Identifiable Information (*PII*) or other personal information about *Personnel*, client and other third party personnel, independent contractors, subcontractors, agents, vendors, suppliers or others which the Employer or another *Deloitte Entity* receives in the course of business, and (3) all other information entrusted to the Employer or another *Deloitte Entity* by clients and other third parties. *Confidential Information* includes, but is not limited to, *Intellectual Property*, supplier information, designs, business or marketing plans, forecasts and financial information, tax returns, tax identification numbers, agreements, client or prospective client lists, specific information about clients or prospective clients such as preferences for specific products and services, client or prospective client needs based on financial history and past purchases of services, client or prospective client development plans, specific rates charged to a client or offered to a prospective client and other business or client records. *Confidential Information* also includes, but is not limited to, debit or credit card information, employment applications, organization charts, performance ratings and other personnel records.

**Deloitte Entity** – the Employer, Deloitte LLP, and any corporation, company, partnership, limited liability company or other entity (a) that (i) is owned, directly or indirectly, in whole or in part, by Deloitte LLP (the “Deloitte U.S. Firms”), including but not limited to Deloitte LLP subsidiaries in India, the Deloitte Touche Tohmatsu verein, Deloitte Global Services Limited, Deloitte Global Services Holdings Limited, Deloitte Touche Tohmatsu Limited (“DTTL”) or any member firm of DTTL or affiliate thereof (collectively, the “DTTL Member Firms”) or (ii) controls, is controlled by or is under common control with any of the entities listed in clause (i); or (b) in which any *Personnel* participated on its behalf, or carried out any duties with respect to its affairs. For purposes of this Employment Agreement, the term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract, or otherwise.

**Deloitte Property** – *Confidential Information*, *Systems*, equipment, debit and credit cards issued in connection with my *Employment*, furniture, facilities and any and all other materials owned, licensed or leased by a *Deloitte Entity*, including, without limitation, computerized or electronic information and all copies thereof in any form or media, created by, furnished to, obtained by or prepared by me in the course of my employment in any capacity.

**Deloitte India (Offices of the US)** - The following companies shall be deemed to be the affiliates of each other and are collectively referred to as Deloitte India (Offices of the US): (i) Deloitte Consulting India Private Limited (ii) Deloitte Tax Services India Private Limited (iii) Deloitte Support Services India Private Limited (iv) Deloitte Financial Advisory Services India Private Limited and (v) Deloitte & Touche Assurance & Enterprise Risk Services India Private Limited.

**Electronic Communications** – all text, audio, video, images, information, data, files and attachments created, displayed, sent, received, posted, accessed or stored, whether deleted or not, by means of the *Systems*.

**Employment** – the nature of my relationship with the Employer or a *Deloitte Entity* pursuant to this Employment Agreement. Alternatively, and depending on context, *Employment* is the period of time during which this relationship persists.

**Form** - paper, computer disc, USB drive, website; any other tangible or electronic medium by which information may be stored or accessed; and human memory.

**Independence** – National Office (Independence) of Deloitte LLP.

**Intellectual Property** - works of authorship (including, without limitation, books, articles, data compilations, software and other copyrightable materials), materials, patents, inventions, designs, techniques, methodologies, processes, discoveries, know-how, ideas, trade secrets, moral rights, trademarks and other indicia of origin together with the goodwill therein, and all patent applications, copyright and trademark applications and registrations, and extensions and renewals thereof, throughout the world.

**Intellectual Property Rights** – all rights, title and interest in Intellectual Property.

**PCAOB** – the United States Public Company Accounting Oversight Board.

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**EXHIBIT**

**Personal Creations** – *Intellectual Property* that meet all of the following criteria: (1) it is conceived, developed, and created by me on my own time without using *Deloitte Property* or *Personnel* (during work hours), facilities, *Confidential Information* or *Works* of a *Deloitte Entity*, (2) it is unrelated to the actual or reasonably anticipated business or research and development of a *Deloitte Entity*, and (3) it does not result from any work performed by me and the *Personnel* (during work hours) for a *Deloitte Entity*.

**Personnel** – partners, principals, members, officers and employees of a *Deloitte Entity*.

**PII** – information (excluding business contact information such as an individual's name and one or more of the following: organization name, organizational title, organizational role, business address, business telephone number (including business cell phone number and business email address) relating to an identified or identifiable natural person. An identifiable natural person is a natural person who can be identified, directly or indirectly, by reference to an identification number or factors specific to his or her physical, physiological, mental, economic, cultural or social identity. Set forth below is a non-exclusive list of information that constitutes PII when such information relates to an identified or identifiable natural person:

- Account number (bank account, credit card, etc.)
- Address
- Biometric identifier
- Certificate or license number
- Date of birth
- Government identifiers (such as PAN)
- Name\*
- Personnel Number
- Photograph or video identifiable to an individual
- Vehicle identifier or serial number
- Other information related to an individual that may directly or indirectly identify that individual (e.g., salary, performance rating, purchase history, call history, etc.)

\* Note: When an individual's name is used with PII that is not business contact information, it is included in the definition of PII.

**Pre-existing Agreements or Arrangements** – agreements or arrangements that (1) relate to any *Pre-existing Creations*; or (2) may affect my ability to comply with the requirements of this Employment Agreement, including all contractual and other restrictions or obligations with other parties, including any post-employment restrictions and required notifications to the extent applicable under 18 United States Code §207, CFR 3.104-4, and India laws, rules and regulations that may or will impose limitations on my professional activities during my *Employment* (such as any non-compete agreements with prior employers and the one-year ban on lobbying contacts).

**Pre-existing Creations** – any *Intellectual Property* and *Intellectual Property Rights* that were developed or created by me, alone or with others, or otherwise acquired by me, before the period of my employment in any capacity with the Employer, in which I claim any ownership or right.

**Proceedings** – past or pending (1) actual or threatened claims or complaints of, or arising out of service to, present or former clients, (2) regulatory, self-regulatory, disciplinary, administrative, civil or criminal investigations, inquiries, charges, complaints, actions, sanctions, alternative dispute resolution proceedings, other proceedings or matters (other than criminal proceedings which relate solely to the operation of a motor vehicle) of any kind or nature, in India or any other jurisdiction, against me, including criminal proceedings arising out of my provision of professional services, proceedings brought by a professional association, or proceedings involving the Securities and Exchange Board of India, United States Securities and Exchange Commission or the PCAOB, other professional bodies like the Institute of Chartered Accountants of India or (3) matters of any kind or nature which could adversely affect my association with the Employer or my ability to perform my duties or responsibilities to the Employer, whether set forth in this Employment Agreement or otherwise, or my registration with or licensure by any governmental, quasi-governmental, or other regulatory agency, body or entity, in or outside the United States or India.

**Systems** – the communications systems or any part of such systems that a *Deloitte Entity* owns, licenses or operates and approves for use, including, but not limited to, e-mail, text messaging, Lotus Notes, Deloitte Online (eRoom), instant messaging, local area network, wide area network, Intranet (e.g., DeloitteNet, D Street), Internet, extranet, collaborative tools (e.g., blogs, wikis, etc.), laptop and desktop computers, servers, air cards, Personal Digital Assistants, cell phones, telephones and voicemail.

**Works** – all *Intellectual Property*, in any *Form*, created by me, alone or with others, during the period of my *Employment* that (1) is created within the scope of my *Employment*; (2) relates in any manner to the actual or anticipated business, research, or development of a *Deloitte Entity*; (3) results from any work assigned to or performed by me, alone or with others, for the Employer; or (4) is created with the use of *Deloitte Property*. **B**

**Pre-existing Creations; Pre-existing Agreements or Arrangements**

I understand and agree that the Employer makes no attempt to verify my claim of ownership to any of the *Pre-existing Creations* listed, and makes no admission that any *Pre-existing Creations* listed are owned by me.

[If yes, please enter details below]

Yes, I do have *Pre-existing Creations*,  
*Pre-existing*  
*Agreements or Arrangements*

X No, I do not have *Pre-existing*  
*Creations, Pre-existing Agreements or*  
*Arrangements*

**Title**

**Date**

**Brief Description**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Print)

ACCEPTED AND AGREED TO:

**Deloitte Tax Services India Private  
Limited**

DocuSigned by:

  
2B8F65B8ECE5489...

Pooja Madnani

**Talent**

*Its: Authorized Signatory*

listed pursuant to Paragraphs 2 and 11 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment made in light of Paragraph 2 that *Pre-existing Creations*, if any, are described and explained in sufficient detail so that the likelihood of confusion between the employee's *Pre-existing Creations* and the Intellectual *Property* of a *Deloitte Entity* can be avoided or minimized in the future and further indicates that the *Pre-existing Agreements or Arrangements* have been obtained and reviewed and that the *Authorized Signatory* is satisfied that such *Pre-existing Agreements or Arrangements* will not interfere with the employee's ability to comply with the requirements of this Employment Agreement.

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\_\_\_\_\_  
C

**Proceedings**



**EXHIBIT**

[none, unless otherwise specified]

Yes, I do have *Proceedings* to report

X No, I do not have *Proceedings* to report

My signature below certifies that to the best of my knowledge, the information I have provided above, pursuant to Paragraph 3, is complete and accurate.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

**Exceptions to Post-Employment Restrictions: re: Clients**

[none, unless otherwise specified]

As specified in Paragraph 13, I agree that after a period of three (3) years from my start date or the date of my employment, as the case may be, the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on Exhibit D to support the application of the obligations of Paragraph 12 to those clients.

Yes, I do have  
Post-Employment Restrictions re: Clients

X No, I do not have  
Post-Employment Restrictions re: Clients

Name of ClientSpecified Kind of Services(s) Permitted

ACCEPTED AND AGREED TO:

**Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
 2B8F65B8ECE5489...

Pooja Madnani

**Talent**

Its: Authorized Signatory

Date

I have read and understood the above policy terms.

A n *Authorized Signatory's* signature is required only if information is provided pursuant to Paragraph 13 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment that criteria in Paragraph 13 have been fully satisfied, the clients listed have been properly identified, and the kinds of services permitted have been described with sufficient specificity.

**Terms and Conditions of Service**

In continuation to our offer of employment with **Deloitte Tax Services India Private Limited** (the "Employer"), please note the terms and conditions of service.

The italicized terms in these Terms and Conditions of Service are defined in **Exhibit A** of the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement hereto.

**Terms of Service****1. COMPLIANCE WITH INDEPENDENCE, ETHICS AND OTHER REQUIREMENTS**

Deloitte & Touche LLP performs attest services for certain of its clients and is subject to the independence requirements of, among others, the United States Securities and Exchange Commission (SEC), the United States Public Company Accounting Oversight Board (PCAOB), and the American Institute of Certified Public Accountants (AICPA). These requirements mandate that certain of the Employer's employees and their relatives be independent of some or all of such attest clients and their affiliates in accordance with the policies of Deloitte LLP and its subsidiaries (the "Deloitte US Entities").

Upon joining the Employer, you will be asked to review a listing of the attest clients and the affiliates of such clients of certain of the Deloitte US Entities and disclose relationships or financial holdings that you or your relatives may have that could affect the independence of the Deloitte US Entities. Any relationships or holdings that conflict with, among other things, the requirements of the SEC, the PCAOB or the AICPA or the independence or ethics policies of the Deloitte US Entities will need to be resolved immediately. Further, you will be required to comply with these policies throughout your career with the Employer, including, when applicable, maintaining a current list of certain of your financial interests (but not their value) in the independence tracking system.

As a condition to your joining the Employer and continued employment, you are required to complete a representation regarding your understanding of, and compliance with, independence and other matters, on a periodical basis (as requested beginning on

**EXHIBIT**

or prior to the date of you joining the Employer, annually thereafter, and upon certain changes in your role in the Employer), the details of which are provided in the independence representation. An example copy of this representation form is available for your reference on [www.deloittenet.com](http://www.deloittenet.com). The representation should be made to the best of your knowledge and ability. It is your responsibility to consult on any matter should you be uncertain or have a question. You are also requested to refer to [www.deloittenet.com](http://www.deloittenet.com) and *Independence* for more information in this respect. The representations made by you will be subject to an audit and may be reviewed by Deloitte LLP representatives and shared with certain third parties. If you are selected for such an audit, you will need to submit certain personal financial records to Deloitte LLP's internal audit team. Please be assured that Deloitte LLP fully intends to keep all information obtained through the audit process confidential and secure. You hereby give your consent to Deloitte LLP to use the information provided by you for such purposes as provided in the policies regarding independence and ethics.

In the event you (i) do not cooperate or comply with the independence requirements, or (ii) do not complete the necessary representations, or (iii) make inaccurate representation(s); you may be subject to disciplinary action including and up to termination of employment with the Employer.

Please feel free to contact or consult *Independence* should you require any further information or if you have any specific concerns in this respect.

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## **2. NON DISCLOSURE, NON SOLICIT AND INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AGREEMENT ("Employment Agreement")**

You will be expected to sign the Employer's Employment Agreement. Please contact Talent for further details.

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## **3. HARRASSMENT POLICY**

**Administrative Policy Release ("APR") 213** is the Employer's policy prohibiting harassment. Deloitte LLP's subsidiaries located in India ("Deloitte India (Offices of the US)") are committed to providing a working environment that is free from harassment based on caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis, in accordance with applicable Indian central, state or local law. Expressly forbidden are unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Depending on the circumstances, such harassment may also include conduct such as stereotyped or demeaning remarks or gestures or the display or circulation, whether in writing or electronically, of materials or pictures offensive to persons because of their caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis in accordance with applicable Indian central, state or local law. The full policy will be accessible to you on DeloitteNet after joining Deloitte U.S. India.

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#### 4. WORKING HOURS, HOLIDAYS, LEAVES AND MATERNITY BENEFITS

You will be provided with your standard working hours, which may vary over the course of your career. The Employer may, from time to time, subject to applicable laws, require the employee to work beyond these hours.

You shall be entitled to paid holidays and leave as per the Employer's policies.

Women employees are eligible for maternity benefits as per the recent amendments (2017) in the maternity benefit act, 1961, including having 26 weeks of maternity leave with pay, as applicable.

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#### 5. RETIREMENT AGE

The age of retirement for employees of Deloitte India (Offices of the US) is 60 years. Your employment will therefore automatically terminate at the end of the month in which you attain 60 years.

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#### 6. TRANSFERS

You may be transferred, assigned, or asked to attend training at the offices of a Deloitte Entity or its clients or third parties in India or abroad with or without additional compensation. In such an event, you will also be governed by the terms and conditions of service applicable to the transfer, assignment, or training.

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#### 7. NOTICE PERIOD FOR TERMINATION OF SERVICES

The notice period for termination of your services is **60 Days** by either side and/or salary in lieu of notice period on part of the Employer only.

The Employer expects all employees to maintain the highest standards of professional conduct at all times.

In order to assure orderly operations and provide the best possible work environment, the Employer expects you to follow rules of conduct that will protect the interests and safety of all personnel, including but not limited to the Code of Ethics and Professional Conduct.

In the event of any breach of the Code of Ethics and Professional Conduct, non-performance of a contractual obligation or the terms and conditions laid down in this Annexure, or if you engage in any misconduct whether or not in connection with or affecting the business or affairs of the Employer or the work conduct, as specified by Employer, you will be subject to disciplinary action up to and including termination of your services/ employment with the Employer without any notice or payment in lieu of notice notwithstanding any other terms and conditions stipulated herein.

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#### 8. MISCONDUCT

Misconduct may include but is not limited to:

- Irregular attendance: repeated or excessive absence, tardiness or early departures/ late comings without approval.
- Unreported or unapproved absence (including overstay of leave) for more than five consecutive days or deviation from assigned and accepted schedule for more than five days.
- Falsification or manipulation in background verification process or employment records, employment information, or other records prior to or after joining the Employer.
- Falsification or manipulation of Deloitte Time & Expense (DTE).
- Knowingly providing false statements, either verbally or in written form.
- Neglect of normal duties and functions.

- Practices such as reading personal materials during working time, having obscene or inappropriate posters or screen savers at your work station, playing games at your work station, etc.
- Continued discharge of work functions that do not meet the standards reasonably expected.
- Breach of the confidentiality provision in the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement including disclosing to any unauthorized person any *Confidential Information* or *PII*.
- Willful insubordination or disobedience, whether or not in combination with another, of any lawful and reasonable instructions of any member of management or any authorized person.
- Engaging in unapproved outside employment and activities as defined in APR 218 (US & IND) ([https://deloitte.net.deloitte.com/About/Policies/Admin/Pages/218\\_OutsideEmploymentActivities\\_US.aspx](https://deloitte.net.deloitte.com/About/Policies/Admin/Pages/218_OutsideEmploymentActivities_US.aspx)).
- Installing, downloading, copying or duplicating any unauthorized or unlicensed software, programs, games, or attachments on any computer system of the Employer or of any *Deloitte Entity* or its clients.
- Engaging in any illegal activities.
- Workplace violence, including threats of physical violence.
- Corporate credit card delinquencies.
- Causing damage to the property of the Employer, any *Deloitte Entity*, its clients, or their respective personnel
- Going on or abetting a strike in contravention of any law.
- Theft of any property belonging to another, the Employer or any *Deloitte Entity*, or their respective personnel, clients, or visitors
- Possession of firearms, explosives, knives or any instruments that can be used as an injurious or deadly weapon in the workplace or at any *Deloitte Entity* sponsored event.
- Corruption, fraud, or misappropriation of funds.
- Failure to comply with the policies, guidelines, rules and regulations of the Employer or a *Deloitte Entity* as applicable.
- Excessive personal use of the Employer's telephone, fax or computer systems.
- Failure to adhere to applicable laws.
- Any act prejudicial to or in conflict with the interests of the Employer or a *Deloitte Entity*.

The above terms and conditions are based on, and should be read in conjunction with, the Employer's policies, guidelines, procedures and other rules currently applicable, including but not limited to Administrative Policy Releases (APRs) and Deloitte India (Offices of the US)'s other policies, guidelines, rules, and regulations. The above rules are subject to amendments from time to time and the amended rules, policies, procedures, and guidelines would be posted on the Employer's Intranet site i.e. <https://deloitte.net.deloitte.com/Pages/Home.aspx> for employee reference. The policies will be updated from time to time in the future and we deem to have your consent to any and all such changes. Furthermore, upon acceptance of employment with the Employer, you may be requested to read and acknowledge acceptance of various policies and guidelines of the Employer. It is expected that you will read and acknowledge all such communications.

Effective as of **November 13, 2022**, I accept all the terms and conditions of the Employer as stipulated in these Terms and Conditions of Service.

Signature

Name

**Training Agreement****Dear :**

On behalf of **Deloitte Tax Services India Private Limited**, please accept our congratulations on your recent offer of employment to join the Company as **Tax Consultant I** pursuant to the terms and conditions of your offer letter dated **November 13, 2022**. You made a very favorable impression with everyone you met and we are excited about the possibility of you joining the Company.

As you may be aware, as a condition of employment with the Company, you may be required to travel Overseas to attend a series of training sessions for a period of up to 90 days. This training will be a combination of classroom procedural training as well as on-site training to observe employees conducting similar work at various client locations. This training represents the confidence we have in your ability to be a valuable member of the practice of the Company.

As per Company policy, we kindly bring to your attention that all employees attending training overseas are required to sign a Training Agreement which will obligate the employee to repay a calculated amount of the costs associated with the training, only if the employee resigns his/her position or are terminated for cause within a specified period after completion of the training (usually between 6 to 18 months). This repayment obligation disappears after the specified period of time has lapsed. We all look forward to seeing you again soon and having you join our team of outstanding professionals.

Sincerely,

For

**Deloitte Tax Services India Private Limited**

DocuSigned by:

*Pooja Madhani*

By:

2B8F65B8ECE5489...

Signature

**Authorized Signatory**

**MUBIN KARIYA VEETTIL**

Dear **MUBIN KARIYA VEETTIL**

On behalf of CAI Info India Private Ltd., I would like to reconfirm our verbal offer of employment as a **"Jr. Software Engineer"** for an annual CTC of Rs. 4,00,000.00 (Rupees four lakh only) beginning on your anticipated start date, Monday, February 05, 2024. This will be paid to you monthly at the end of each month in increments of Rs. 25,000.00 (gross monthly CTC).

Special Clauses:

- During the period of your employment, the Company may at any time assign or transfer you to any location in the world where the Company/its clients has its establishment. In such an event, you shall be entitled to allowances in accordance with the policies of the Company.
- If you do not have an existing account with ICICI Bank, you will be required to establish one within 2 weeks of your first pay.
- You shall be considered for the next financial review in 2025.

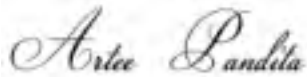
You are required to bring the following documents at the time of reporting for employment: -

- Last updated resume
- Latest passport size photograph
- A copy of Educational Certificates for all years of education and mark cards -
- Copy of passport
- Form 16

Please sign the bottom portion of this letter indicating your acceptance of this position and return the same immediately. You will be issued an appointment letter upon your acceptance of this offer letter.

Thank You and Welcome.

Yours Truly, Accepted By:



**Artee Pandita** \_\_\_\_\_  
**Director-Human Resources**

Divyasree Towers, Floor 5, Guruppanapalya  
Bannerghatta Main Road, Bangalore-560029  
[www.cai.io](http://www.cai.io) [inquire@cai.io](mailto:inquire@cai.io)

Detailed CTC Breakdown:

| Description       | Monthly              | Yearly                 |
|-------------------|----------------------|------------------------|
| Basic             | INR 13,750.00        | INR 1,65,000.00        |
| HRA               | INR 5,500.00         | INR 66,000.00          |
| Conveyance        | INR 300.00           | INR 3,600.00           |
| Medical Allowance | INR 700.00           | INR 8,400.00           |
| Statutory Bonus   | INR 2,500.00         | INR 30,000.00          |
| Provident Fund    | INR 3,300.00         | INR 39,600.00          |
| Gratuity          | INR 661.38           | INR 7,936.50           |
| Special Allowance | INR 788.63           | INR 9,463.50           |
| <b>Total</b>      | <b>INR 34,000.00</b> | <b>INR 4,00,000.00</b> |

Accepted By:

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Divyasree Towers, Floor 5, Guruppanapalya  
Bannerghatta Main Road, Bangalore-560029  
[www.cai.io](http://www.cai.io) [inquire@cai.io](mailto:inquire@cai.io)

**CAI Info India Private Limited**

080 -45340400



**Deloitte Tax Services India Private Limited**  
**Deloitte Tower Survey No. 41 Gachibowli Village, Ranga**  
**Reddy District, CIRCLE 3, Hyderabad - 500032, Telangana,**  
**India**

**Tel: +91 040 67621000**

**www.deloitte.com**

**MUHAMMAD DAAWER**

**Subject: Offer of Employment Dear**

**MUHAMMAD DAAWER**

On behalf of **Deloitte Tax Services India Private Limited** (the "Employer" or "Company"), I am pleased to confirm our offer of employment to you as **Tax Consultant I** based in **Hyderabad**.

We extend this offer, and the opportunity it represents, with great confidence in your abilities. You have made a very favorable impression with everyone you met and we are excited with the prospect of you joining our organization on **November 13, 2022**. Your immediate manager will communicate details of your role and work responsibilities in the initial weeks of your joining the Employer. During your employment, the Company may require you to work on any project that you are assigned to, on any technical platforms/skills and nature of the project, in differentiated work timing, at designated work space and location as may be decided by the company.

As part of your annual compensation, you will receive a Total Salary of **Rs. 760000/-** and, will be eligible for a performance linked variable bonus. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount could vary depending upon the business and individual performance each fiscal year and, in some situations, could exceed the payout range indicated. Any amounts paid will be subject to statutory and other deductions as per Employer policies and practices. The details of your compensation breakdown are provided in the attached Annexure A.

As an incentive to join the Company, you are eligible to receive a joining bonus of **Rs./₹ 100,000/-** subject to your reporting for full-time employment on **November 13, 2022**. This amount will attract applicable taxes and will be processed as part of your first month's payroll. You will have an obligation to repay the entire amount of your joining bonus if you resign your position or are terminated for cause by the Company within **12 months** of your start date.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

Your employment with us will be governed by the Terms and Conditions as detailed in **Annexure B**, as well as any and all rules, regulations, guidelines, policies and practices of the Employer, which may be amended from time to time. Deloitte LLP and its U.S.-based subsidiaries (the "Deloitte U.S. Firms") requires their employees to make the necessary representations regarding independence and other matters. Because the Employer is an Indian subsidiary of Deloitte LLP, we must also comply with these independence requirements. Accordingly, this offer is conditional upon you agreeing to make such representations under the Employer's Independence Representations requirements, as further explained in **Annexure B**.

Your compensation details are confidential, and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization. We would like you to join the Employer on **November 13, 2022**, or an alternative mutually agreed upon date.

This offer letter, together with the Annexures described herein, and the Non-Disclosure, Non Solicit and Intellectual Property Rights Assignment Agreement, the Information Security Policy (which you are required to sign upon joining), constitute the entire agreement between the parties with respect to the subject matter of this offer, and supersedes all other previous or contemporaneous oral or written representations, understandings or agreements relating to the subject matter of this offer between you and the Employer or its affiliates.

In compliance with applicable laws, Deloitte India (Offices of the US) provides its professionals with home pick-up and drop transport services within **pre-defined** boundary if their shift timings are between 8:30 p.m. - 6:00 a.m. in Hyderabad, 9:00 p.m. - 6:00 a.m. in Mumbai, Pune; 7:00 p.m. - 6:00 a.m. in Gurugram, 8:00 p.m. - 6:00 a.m. in Bengaluru, Chennai, and Kolkata.

This letter and **Deloitte Tax Services India Private Limited** employment application are intended to be final. To accept the offer and the terms of this letter, please sign below in the space provided within three business days.

**R**, everyone you have interviewed with joins me in extending to you congratulations and warm regards. We look forward to you joining our team.

Sincerely,

**For Deloitte Tax Services India Private Limited** Best regards,

DocuSigned by:  
*Pooja Madhani*  
2B8F65B8ECE5489...

By: \_\_\_\_\_  
Signature

**Authorized Signatory**

**Acceptance**

I, **R**, hereby accept the terms and conditions of this employment offer.

Please sign and date your Acceptance

**Annexure A**

**Tax Consultant I -**

| Description                              | Monthly (Rs. per month) | Annual (Rs. per Annum) |
|------------------------------------------|-------------------------|------------------------|
| Basic Pay                                | 20,000                  | 240,000                |
| House Rent Allowance (HRA)               | 10,000                  | 130,000                |
| Special Allowance <sup>1a &amp; 1b</sup> | 16,100                  | 193,200                |
| Leave Travel Allowance <sup>2</sup>      | 2,166                   | 26,000                 |
| Differential Allowance                   | 6,691                   | 80,633                 |
| Meal Card <sup>3</sup>                   | 2,200                   | 26,400                 |
| Employer's contribution to PF            | 2,300                   | 27,600                 |
| Total Salary (in Rs.)                    | 59,457                  | 760000                 |

|                                        |                                                                                                                                                                                                            |               |
|----------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|
| Variable Bonus*                        | You are eligible for a performance linked variable bonus. It will be paid out at the end of the fiscal year, as applicable and on the basis of your individual performance and performance of the business |               |
| Medical Insurance Premium <sup>4</sup> | <b>3,014</b>                                                                                                                                                                                               | <b>36,167</b> |

\*The Variable Bonus will vary, primarily based on your individual performance and the performance of the business, during the Employer's fiscal year which is June through May. Your performance will be formally assessed as a part of the Employer Performance Review Cycle Process. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount will vary depending upon the business and individual performance and in some circumstances, could exceed the payout range indicated. The performance of all the employees who have joined the Employer prior to March 1st will be assessed for the fiscal year ending in May. The disbursement of a Variable Bonus, if applicable, is subject to you being active on the rolls of the Employer, during the Annual Incentive Program payout cKARTHIKRAJ Kcycle for the fiscal year. For employees joining during the period March 1st to May 30th, a prorated Variable Bonus, if applicable, will be based on the first year-end review ratings in the subsequent year and paid during the Annual Incentive Program payout cycle of that year. The Variable Bonus will not be paid in the event of termination of employment for any reason on or before the disbursement time. The application and interpretation of, and any determinations related to, the Variable Bonus is at the sole discretion of Employer. Employer may amend or terminate the Variable Bonus at any time. All compensation and benefits are based on employee's position with the Employer in India.

Contd/-....

Annexure A

1

All employees may claim tax exemption, subject to tax rules from time to time, from their Special Allowance component, expenses incurred towards communication and Driver / Fuel & Maintenance Expenses as per eligibility mentioned below:

**Employee Level - Tax Consultant I**

1a

*Communication Expenses*

*Only one Post paid mobile, one Land Phone and One internet connection bill(s) can be claimed.*

1b

*Fuel Expenses*

*Petrol / Driver / Insurance / Repairs & Maintenance*

**Rs./₹ 3,000/-** per month**Rs./₹ 7,500/-** per month

1a The internet/telephone/mobile bills should be in the Employee's name.

1b

For claiming vehicle running expenses (Driver / Fuel / Repairs & Maintenance expenses) the vehicle has to be in the name of the Employee and the current tax rules are as under. The above limits will be applicable for all those who are on company car lease program and the below limits will apply for all those who are on self-owned car. In case of company leased car, taxability would be as per the current perquisite valuation rules.

| Nature of Expenses | Own Vehicle –Maximum Tax exemption limit per month |           |                |
|--------------------|----------------------------------------------------|-----------|----------------|
|                    | 4 Wheelers (Engine Capacity)                       |           |                |
|                    | <= 1600 cc                                         | > 1600 cc | Two Wheelers   |
| Fuel & Maintenance | Rs. 1,800                                          | Rs. 2,400 | Rs. 900        |
| Driver's Salary    | Rs. 900                                            | Rs. 900   | Not applicable |

All employees at and above **Senior Staff** are eligible for the company car lease program. If you choose to avail of this benefit, the amount towards lease rental will be paid by the firm on your behalf to the leasing company and your compensation structure will be adjusted accordingly. A revised letter with the new compensation structure will be issued that will supersede this letter for all practical purposes.

2

The Leave Travel Allowance (LTA) will be paid on a monthly basis as an allowance with tax deducted at source. If you choose to avail the tax benefit on LTA, you should submit proof of expenses incurred by you for Self and / your immediate dependents. The taxability or otherwise of LTA will be as per the Income Tax Act 1961, details of which will form part of the LTA Form.

3 Meal Card amount will be credited at the start of each month and for the first month (For New Hires) prorated amount will be processed as part of payroll. If not collected, it will be processed as a taxable amount with the salary.

4 Annual Floating Medical Insurance Coverage for self and **6 dependents** is being paid by the Employer on your behalf. The premium amount is subject to change every year post renewal of insurance policy. In case you opt for an enhancement of the coverage limit, the additional premium will be adjusted accordingly from the special allowance.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

You may also be eligible to either a One-time Stipend or a temporary lodging basis joining the registered office location, you will receive a survey from Deloitte prior to your joining.

You may select the best option for availing the relocation assistance. If an employee who has availed this reimbursement decides to quit within 18 months from the date of relocation claim for whatever reason, the relocation reimbursement paid to the employee will be recovered in full, from the employee's full and final settlement.

By joining the Company, you will become a member under the 'Deloitte USI Employees Welfare Trust' and may be required to make a nominal contribution as a member.

Original bills towards the above components should be submitted during the Income Tax fiscal period evidencing the expenditure to get Income Tax exemption, failing which the same will attract applicable Income Tax.

Submission of false, tampered or altered bills as proof of expense for any of the above components will result in disciplinary action including termination of employment.

**Your compensation above is subject to income tax deduction per rules and guidelines prescribed under the prevailing tax laws. This may change from time to time in line with the amendments done in tax laws.**



**Hyderabad**

## **Annexure B**

### **Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement ("Employment Agreement")**

In consideration of my employment by **Deloitte Tax Services India Private Limited**, an Employer incorporated under the provisions of the Companies Act, 1956 and having its registered office **Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District, CIRCLE 3, Hyderabad - 500032, Telangana, India** (the "Employer") as **Tax Consultant I** - and other valuable consideration, I acknowledge and agree that:

#### **PRELIMINARY MATTERS**

**1. Defined Terms.** The italicized terms in this agreement (the "Employment Agreement") are defined in **Exhibit A** hereto.

**2. Pre-existing Agreements or Arrangements.** I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Agreements or Arrangements*. The Employer expects me to abide by all restrictions or obligations that are contained in such Preexisting Agreements or Arrangements and to avoid involvement, while employed by the Employer, in any matter that could pose a conflict as a result of confidential information or intellectual property obtained by me prior to my *Employment*. I further represent that none of these restrictions or obligations, including those set forth in any non-compete agreements with prior employers, is inconsistent with my acceptance of the Employer's offer of *Employment* or my becoming, and serving as, **Tax Consultant I** of the Employer. To the extent applicable and if I am joining the Employer after having served as an employee or official of the United States Government, I further represent that: (1) I have disclosed my prior participation, if any, in any discussions or negotiations with, or decisions to award contracts to, the Deloitte U.S. Firms while I was employed by the United States Government; and (2) I had either recused myself or had not played an active role in the applicable United States Government agency's decision to award any contracts to the Deloitte U.S. Firms while I was employed by the United States Government.

#### **PROTECTION OF OUR BUSINESS**

**3. Reporting of Proceedings.** Except as provided by law and except as I have disclosed in writing on **Exhibit C** to this Agreement, I represent and warrant that I have no *Proceedings* to report. Should I become a subject of any *Proceedings* during my association with the Employer, I agree to immediately report, in writing, all relevant facts to the Chief Talent Officer

of Deloitte LLP, the Regional Talent Director of the Employer, and the Chief Ethics and Compliance Officer of Deloitte LLP. I understand that my responses are subject to audit and review by the Employer and others in accordance with applicable professional, ethical, legal, or Employer requirements, rules, regulations, policies, or practices, or other requests.

**4. Confidentiality.** I acknowledge that, by virtue of my *Employment*, I will acquire and be exposed to, have access to, make use of and/or create *Confidential Information*. Therefore, I agree to hold in trust and confidence all such *Confidential Information*. I will neither disclose any such *Confidential Information* to anyone outside a *Deloitte Entity* without the prior written approval of an *Authorized Signatory*, except as required by my authorized duties for the Employer, nor use any such *Confidential Information* for any purpose other than for the benefit of a *Deloitte Entity*.

**5. Third Party Information and Property.** I agree that during my *Employment*, I shall not use or disclose any confidential information or intellectual property of any former employer or other person or entity without the prior written authorization of such employer, person or entity and the prior written consent of an *Authorized Signatory*. If I were to use or disclose any such Confidential Information or Intellectual Property without prior consent, and any of the *Deloitte Entities* become the subject of any claim from a third party regarding such unauthorized use or disclosure, I agree to hold harmless and indemnify the *Deloitte Entities* for any legal defense costs and/or damages related to any such claim.

**6. Authorization.** Only employees of the Employer holding a senior or managerial position with the Employer will be authorized by a specific authorization, delegation, or power of attorney to sign legal documents, representing the Employer. Similarly, only such authorized employees of the Employer may speak about the Employer, the business and plans, various client-related projects etc.

**7. Competing Activities and Conflict of Interest.** During the period of my *Employment* I will not, directly or indirectly, participate in or in any way render services or assistance to any business that is or may be competitive with a *Deloitte Entity*, whether or not for compensation, or engage in any conduct which might result in, or create the appearance of using my position for private gain or other than for the benefit of a *Deloitte Entity*, or otherwise create a conflict, or the appearance of a conflict, of interest with a *Deloitte Entity*. Such conduct shall include, but not be limited to, having an undisclosed financial interest in any vendor or supplier of a *Deloitte Entity*, accepting payments of any kind or gifts other than of a nominal value from vendors, clients or suppliers, or having an undisclosed relationship with a family member or other individual who is employed or associated with any entity in active or potential competition with a *Deloitte Entity*, and which creates a conflict of interest. I represent and warrant that I am not currently aware of any present or past violation of this provision.

**8. Authorization to Access Systems and Electronic Communications and use of Deloitte Property.** I understand that while employed with a *Deloitte Entity*, I will use and have access to the Systems. I also acknowledge that a *Deloitte Entity* has the right at any time to access, retrieve, delete, monitor, examine, use and/or disclose my Electronic Communications and information from (or about) me and the content, without notice to me, and that such *Electronic Communications* are considered part of a *Deloitte Entity's* business and client records and are not to be considered private or personal to me or any other *Personnel*. I further acknowledge that this right extends to *Electronic Communications* transmitted for either a business or personal purpose.

I agree that I am authorized to access the *Systems* only for approved business purposes and occasional personal use if such use does not interfere with my work responsibilities and other required business activities, business operations, or *Systems* performance. However, I also acknowledge that such occasional personal use does not create an expectation of privacy as to any of my personal *Electronic Communications* and, as such, are *Deloitte Property*.

I further acknowledge that I am not authorized to use the *Systems* for personal gain or any illegal or unethical use. I agree that under no circumstances am I authorized to access any of the *Systems* for the purpose of obtaining *Deloitte Property* for a competitor of a *Deloitte Entity*, transmitting *Deloitte Property* to me (e.g., emailing *Confidential Information* to my personal email address) or to a third party for purposes other than furthering the business objectives of a *Deloitte Entity*. I am not authorized to download a *Deloitte Entity's Confidential Information* or other *Deloitte Property* to removable media such as a CD Rom, disk or thumb drive other than as authorized for furthering the business objectives of a *Deloitte Entity*.

I will be responsible for the safe keeping and return in good condition and order of all the *Deloitte Property* that may be in my use, custody, care or charge. For the loss of any *Deloitte Property* in my possession or custody or for which I have been assigned responsibility, the Employer will have a right to assess on its own basis and recover from me, the damages in respect of such materials (out of the amounts due to me or otherwise) and to take such other legal action as it deems appropriate including termination of my employment without notice or payment in lieu thereof in the event of my failure to account for such material or property to its satisfaction.

**9. Security.** I am provided with a worktable and lockable storage space. I will ensure they are locked when unattended and understand that a duplicate key will only be provided if I sign for it. I am required to display my identity card to the appropriate security personnel on demand and at all times within the office premises.

#### **10. Ownership of Works.**

a. I agree that the Employer owns all rights, title and interest in and to all *Works*.

- b. I agree that all *Works* are deemed works made for hire under India copyright or applicable laws or equivalent laws of any applicable foreign jurisdiction, and all *Intellectual Property Rights* therein vest automatically in the Employer upon creation of the *Works*. I agree that, to the extent any *Work* is held not to be a work made for hire, I hereby irrevocably assign all *Intellectual*

*Property Rights* in the *Work* to the Employer. Notwithstanding anything contained in Section 19(4) of the Indian Copyright Act, 1957, I agree that such assignment shall continue to be in force for perpetuity irrespective of whether or not the Employer exercises its rights as the assignee for any period of time.

- c. I will at all times, even after termination of my *Employment*, do whatever the Employer reasonably requests of me, at the Employer's expense, to document the assignment of any *Works* to the Employer or to assist the Employer in pursuing, renewing, extending or assigning any *Intellectual Property Rights*, and otherwise perfecting, protecting and enforcing said *Intellectual Property Rights* in, any *Works*. I agree that, as between me and the Employer, the Employer shall be the sole author, inventor, and owner of all such *Works* and *Intellectual Property Rights* therein throughout the world, and that the Employer shall have the sole right to seek copyright registrations, patents or trademark registrations, including all extensions and renewals thereof. I also hereby agree that I waive all moral rights in any *Works*.

I also agree to assign all my right, title and interest in and to any particular *Works* to a third party as directed by the Employer.

In the event the Employer is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraphs, I hereby irrevocably designate and appoint the Employer and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and in my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraphs with the same legal force and effect as if executed by me. I hereby waive any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any *Works* assigned hereunder to the Employer.

- d. During a 12 month period after termination of my *Employment*, I agree that any *Intellectual Property* I create or conceive that results from and is related to any work assigned to or performed by me for the Employer, or that was created using *Deloitte Property*, is a *Work* that is subject to Paragraph 10 (b) above. For purposes of clarification, the foregoing provision is in addition to, and not in limitation of, any rights and remedies the Employer may have under the applicable laws protecting *Intellectual Property* of the *Deloitte Entities*.

- e. I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Employer) of all *Works* developed by me during the period of my employment with the Employer, which records shall be available to and remain the sole property of the Employer at all times.

**11. Pre-existing Creations; Personal Creations.** My obligations in Paragraph 10 do not apply to *Pre-existing Creations* and *Personal Creations*. I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Creations*. I acknowledge and agree that I will not assert any ownership rights against the *Deloitte Entities*, or their respective clients, with respect to any *Pre-existing Creations* unless they appear on **Exhibit B**, and **Exhibit B** has been accepted and agreed to by an *Authorized Signatory* who has signed at the bottom of such **Exhibit B**. I further agree that I shall not use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment* without the prior written consent of an *Authorized Signatory*. To the extent that I use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment*, I agree that, except as otherwise provided in a written agreement executed by me and the Employer, I hereby grant to the Employer an irrevocable, royalty free, perpetual, fully paid up, transferable, sub-licensable license to use, reproduce, distribute, display, perform, modify and create derivative works of and otherwise exploit such *Pre-existing Creations* or *Personal Creations* for any purpose including, but not limited to, client engagements.

**12. Post- Employment Restrictions re: Clients.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or serving of certain clients related to my work for a *Deloitte Entity* would necessarily involve the unauthorized use or disclosure of *Confidential Information*, and the proprietary relationships and goodwill of the *Deloitte Entities*, and, in the case of my serving of certain clients, could compromise the full compliance of the Employer or another *Deloitte Entity* with the applicable laws, rules and regulations of a U.S. or India regulatory body or other independence-related requirement of a regulatory body. Accordingly, during the period of my *Employment* and for a period of one year thereafter, I will not, directly or indirectly, solicit or provide services to any existing client of a *Deloitte Entity* with which I had personal contact and provided services during the two-year period prior to termination of my *Employment*.

**13. Exceptions to Post- Employment Restrictions re: Clients.** I understand that the obligations of Paragraph 12 will not apply for a period of three (3) years after my start date or the date of my promotion or transfer to clients of a *Deloitte Entity* and/or certain specified kinds of services rendered to such clients that meet all of the following criteria: (a) are personal clients of mine who came to a *Deloitte Entity* solely to avail themselves of certain specified kinds of services rendered by me and only as a result of my own independent recruitment efforts, which a *Deloitte Entity* neither subsidized nor otherwise financially supported as part of a program of client development, (b) are listed on **Exhibit D** expressly by name with respect to client and with sufficient specificity with respect to the kinds of service(s) that I will be permitted to render, and (c) are

accepted and agreed to as to their listing on **Exhibit D** by an *Authorized Signatory* who has signed at the bottom of such Exhibit. I agree that after a period of three (3) years from my start date or the date of my promotion or transfer the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on **Exhibit D** to support the application of the obligations of Paragraph 12 to those clients.

**14. Future Employment with Clients.** Except as otherwise provided herein, I understand that I am not prohibited from accepting employment with a client (or an affiliate of such client) of a *Deloitte Entity*. Before entering into substantive discussions with an *Attest Client* regarding any employment opportunity, I acknowledge and agree that during my *Employment* and for five years thereafter I must first notify *Independence* and obtain prior written approval from *Independence*. I acknowledge and understand that it is the intent of the Employer to interpret and apply this provision (a) in an effort to ensure the full compliance of the *Deloitte Entities* with applicable U.S. and India laws, rules, and regulations; (b) to serve the public interest; and (c) to protect the legitimate interests of the *Deloitte Entities* or their respective *Attest Clients* under applicable U.S. or India laws, rules and regulations in a manner that is no greater than is reasonably necessary to protect such interests and without being unduly harsh and oppressive to me and my interests in future employment with an *Attest Client*. Further, I acknowledge and agree that because of, among other things, the importance of the *Deloitte Entities* remaining in compliance with applicable independence rules, such approval may be withheld by *Independence* in the event that my employment with an *Attest Client* would, in the view of Deloitte LLP, be inconsistent with applicable laws, rules and regulations or jeopardize the independence of a *Deloitte Entity* with respect to such *Attest Client*.

**15. Restrictions re: Personnel and Contractors.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or hiring or of any of its *Personnel* or contractors of the *Deloitte Entities*, or my participation in their hiring, admission or retention, would necessarily involve the unauthorized use or disclosure of *Confidential Information* or the proprietary relationships and goodwill of the *Deloitte Entities*. Accordingly, during my *Employment* and for one year thereafter, I will not, directly or indirectly, (a) solicit or attempt to solicit, or participate in the solicitation of or any attempt to solicit any *Personnel* to leave a *Deloitte Entity*, or to join any firm or business with which I may be or become affiliated; (b) participate in the hiring or admission of any *Personnel*; or (c) cause a contractor of a *Deloitte Entity* to cease providing services to, with, or on behalf of the *Deloitte Entity*.

**16. Post- Employment Restrictions re: Deloitte Property.** Upon termination of my *Employment*: (a) I will not use or disclose *Deloitte Property*, including, but not limited to, *Confidential Information* and *Works*, for any purpose; (b) I will not retain or take with me any *Deloitte Property*; (c) I will immediately deliver to a *Deloitte Entity* at any location that it designates, at my expense, within one business day after the termination of my *Employment* or on an alternate date designated by a *Deloitte*

*Entity*, any *Deloitte Property* that I may then or thereafter hold or control; and (d) I agree to allow a *Deloitte Entity* to inspect any of my personal or home computers, including smart phones, tablet computers, or any device, media or location capable of storing electronic data, to determine whether any *Deloitte Property* resides on such computers and to permit a *Deloitte Entity* to remove such *Deloitte Property*.

#### OTHER POST- EMPLOYMENT OBLIGATIONS

**17. Transition of Work and Cooperation.** Upon termination of my *Employment* for any reason, I will cooperate with a *Deloitte Entity* in all matters relating to the completion of pending work and its orderly transfer. I will also cooperate fully with a *Deloitte Entity* in connection with any threat of or actual legal proceeding against a *Deloitte Entity* or any client, customer or licensor of a *Deloitte Entity* arising out of any matter with or of which I had contact or knowledge during my *Employment*.

**18. Notification of Post- Employment Obligations.** I agree that prior to accepting employment or affiliation with another firm or business I will advise such firm or business of my duties and obligations under this Employment Agreement. After my *Employment* ends, I agree that a *Deloitte Entity* shall be permitted to advise any firm or business with which I have accepted an offer of employment or affiliation concerning my duties and obligations under this Employment Agreement.

**19. Certification.** I agree that during or after my *Employment* I will, if requested, provide written certification in such form as the Employer may require that I have complied with my obligations hereunder, including, without limitation, those obligations set forth in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15 and 16 of this Agreement.

#### OUR ENFORCEMENT RIGHTS AND REMEDIES IN THE EVENT OF A BREACH

**20. Equitable Relief and Attorney's Fees.** I acknowledge and agree that a breach of this Employment Agreement, including, but not limited to, a breach of my duties and obligations under the terms and conditions of Paragraphs 4, 5, 7, 8, 9, 10, 12, 14, 15 or 16 would cause irreparable harm to the *Deloitte Entities* and that, in addition to other remedies, the Employer on behalf of itself or another *Deloitte Entity* is entitled to a temporary restraining order, an injunction or other equitable relief to prevent any such breach. I also acknowledge that, to the extent permitted by law, a *Deloitte Entity* will be entitled to the payment of the *Deloitte Entities'* reasonable costs and attorney's fees incurred in enforcing this Employment Agreement. I also acknowledge that, to the extent permitted by law, the Employer may request that a court extend the one year period



following the termination of my *Employment*, as provided in Paragraphs 12 and 15, to correspond with the period that I participated in activities prohibited by Paragraphs 12 and 15.

**21. Liquidated Damages: Client Fees.** I agree that in the event of a breach under Paragraph 12, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

**22. Liquidated Damages: Compensation.** I agree that the precise amount of damages flowing from a breach under Paragraph 15 would be impracticable or extremely difficult to ascertain in an actual amount. Therefore, I agree that in the event of a breach under Paragraph 15, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by or owed to any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

**23. Right of Inspection.** I agree to permit the Employer (or to use my best efforts to enable the Employer) to inspect my books and records (and the books and records of any entity which employs or is associated or affiliated with me), upon request and at reasonable times, to enable the Employer to confirm the calculations described above and to verify compliance with Paragraphs 12 and 15. The Employer shall keep confidential any proprietary information obtained, except as may be necessary or desirable to enable the Employer to enforce its rights under this Employment Agreement and except as may be required by any statute, court or administrative order to decree or government ruling or regulation.

#### MISCELLANEOUS

**24. Governing Law; Choice of Forum.** This Employment Agreement is deemed to have been executed in the Employer's office in **Hyderabad, Telangana, India** and will be construed and governed in accordance with the laws of the Republic of India without regard to its conflicts-of-law principles. You agree to submit to jurisdiction before any court of record in which the Employer's office to which you were assigned is located, or in which a breach of this Employment Agreement may occur, at the election of the Employer, and you waive any right to raise questions of personal jurisdiction or venue in any action the Employer may bring against you in any such court. You further agree to accept service of process/summons/legal notice from the Employer when that process/summons/legal notice is either sent to your last known address by certified mail or served by any other means permitted under the law of the jurisdiction in which the Employer may bring an action against you.

**25. Modifications.** My obligations hereunder may not be changed or modified, released, discharged, abandoned or terminated, in whole or in part, except by an instrument in writing signed by an *Authorized Signatory*.

**26. Severability.** Every provision of this Employment Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such term or provision will be enforced to the maximum extent permitted by law and, in any event, such illegality or invalidity shall not affect the validity of the remainder of the Employment Agreement.

**27. Blue-Penciling.** If any court determines that any provision of this Employment Agreement, or any part hereof, or the application of any such provision, or any part hereof, to any person or circumstance is unenforceable or void, such court shall have the power to modify such provision, or any part hereof, to the extent necessary to render it legal and enforceable while preserving its intent, or if such modification is not possible, by substituting therefore another provision that is legal and enforceable and that achieves the same objective.

**28. Waiver.** None of my obligations under this Employment Agreement shall be deemed to have been waived by the Employer except if the giving of such waiver is contained in a written notice given to me and no such waiver shall be deemed to be a waiver of any other or further obligation I have under this Employment Agreement.

**29. Entire Agreement.** This Employment Agreement, the Employer's employment application, the Terms and Conditions of Service issued pursuant to the offer of employment and any documentation employing me or transferring me to the Employer, contain the entire understanding between me and the Employer or any other *Deloitte Entity* with respect to the subject matter hereof and supersedes all prior representations, warranties, and agreements with respect to such subject matter, and no representations, warranties or other covenants exist with respect to such subject matter that are not contained or expressly referred to herein. Notwithstanding the foregoing, any written agreement between a *Deloitte Entity* and me with respect to the subject matter hereof that was signed by me prior to the effective date of this Employment Agreement shall remain valid and enforceable according to the terms of such agreement with respect to all acts and omissions occurring prior to the effective date of this Employment Agreement. In the event of a conflict between this Employment Agreement and the employment application or any other document purporting to set forth terms and conditions of my *Employment*, this Employment Agreement will control.

**30. Transfer and Assignment.** Unless as the Employer shall otherwise determine, the rights, obligations and benefits of the Employer under this Employment Agreement, including but not limited to those rights and benefits relating to my post-Employment obligations set forth in this Paragraph 30 and in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19 and 23 above, are transferred and assigned, in whole or in part (as the Employer shall determine) and without the need for my consent

or the formality of documentation or prescribed processes, to (a) any *Deloitte Entity* in connection with my transfer to that *Deloitte Entity* or (b) any entity that acquires all or a part of the assets or business of the Employer. All provisions of this Employment Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, representatives, successors, and assigns of the Employer and me, and any *Deloitte Entity* to which I may be transferred during my *Employment*, provided, however, none of my duties or obligations under this Employment Agreement may be assigned or transferred by me to any other person or entity without the Employer's prior written approval of such assignment or transfer. Any purported assignments in violation of this Paragraph 30 shall be null and void.

**31. Headings.** The headings contained in this Employment Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Employment Agreement.

I have read the foregoing, understand it, and agree to comply with its terms.

**For Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
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Pooja Madnani

**Talent**

**Authorized Signatory**

Effective as of **November 13, 2022**, I accept all the terms and conditions of the Employer as stipulated in this Employment Agreement.

**A**

The definitions below apply to the italicized terms that appear in the Employment Agreement (including the exhibits):

**Attest Client** – attest client (or an affiliate of such client) of Deloitte & Touche LLP or a *Deloitte Entity*.

**Authorized Signatory** – a director, officer or other person who is authorized to sign on behalf of a *Deloitte Entity*.

**Confidential Information** – any information not generally known to the public, in any *Form*, that (1) relates to the operation of a *Deloitte Entity* or provides the *Deloitte Entities* with a competitive advantage, (2) consists of Personally Identifiable Information (*PII*) or other personal information about *Personnel*, client and other third party personnel, independent contractors, subcontractors, agents, vendors, suppliers or others which the Employer or another *Deloitte Entity* receives in the course of business, and (3) all other information entrusted to the Employer or another *Deloitte Entity* by clients and other third parties. *Confidential Information* includes, but is not limited to, *Intellectual Property*, supplier information, designs, business or marketing plans, forecasts and financial information, tax returns, tax identification numbers, agreements, client or prospective client lists, specific information about clients or prospective clients such as preferences for specific products and services, client or prospective client needs based on financial history and past purchases of services, client or prospective client development plans, specific rates charged to a client or offered to a prospective client and other business or client records. *Confidential Information* also includes, but is not limited to, debit or credit card information, employment applications, organization charts, performance ratings and other personnel records.

**Deloitte Entity** – the Employer, Deloitte LLP, and any corporation, company, partnership, limited liability company or other entity (a) that (i) is owned, directly or indirectly, in whole or in part, by Deloitte LLP (the “Deloitte U.S. Firms”), including but not limited to Deloitte LLP subsidiaries in India, the Deloitte Touche Tohmatsu verein, Deloitte Global Services Limited, Deloitte Global Services Holdings Limited, Deloitte Touche Tohmatsu Limited (“DTTL”) or any member firm of DTTL or affiliate thereof (collectively, the “DTTL Member Firms”) or (ii) controls, is controlled by or is under common control with any of the entities listed in clause (i); or (b) in which any *Personnel* participated on its behalf, or carried out any duties with respect to its affairs. For purposes of this Employment Agreement, the term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract, or otherwise.

**Deloitte Property** – *Confidential Information*, *Systems*, equipment, debit and credit cards issued in connection with my *Employment*, furniture, facilities and any and all other materials owned, licensed or leased by a *Deloitte Entity*, including, without limitation, computerized or electronic information and all copies thereof in any form or media, created by, furnished to, obtained by or prepared by me in the course of my employment in any capacity.

**Deloitte India (Offices of the US)** - The following companies shall be deemed to be the affiliates of each other and are collectively referred to as Deloitte India (Offices of the US): (i) Deloitte Consulting India Private Limited (ii) Deloitte Tax Services India Private Limited (iii) Deloitte Support Services India Private Limited (iv) Deloitte Financial Advisory Services India Private Limited and (v) Deloitte & Touche Assurance & Enterprise Risk Services India Private Limited.

**Electronic Communications** – all text, audio, video, images, information, data, files and attachments created, displayed, sent, received, posted, accessed or stored, whether deleted or not, by means of the *Systems*.

**Employment** – the nature of my relationship with the Employer or a *Deloitte Entity* pursuant to this Employment Agreement. Alternatively, and depending on context, *Employment* is the period of time during which this relationship persists.

**Form** - paper, computer disc, USB drive, website; any other tangible or electronic medium by which information may be stored or accessed; and human memory.

**Independence** – National Office (Independence) of Deloitte LLP.

**Intellectual Property** - works of authorship (including, without limitation, books, articles, data compilations, software and other copyrightable materials), materials, patents, inventions, designs, techniques, methodologies, processes, discoveries, know-how, ideas, trade secrets, moral rights, trademarks and other indicia of origin together with the goodwill therein, and all patent applications, copyright and trademark applications and registrations, and extensions and renewals thereof, throughout the world.

**Intellectual Property Rights** – all rights, title and interest in Intellectual Property.

**PCAOB** – the United States Public Company Accounting Oversight Board.

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**Personal Creations** – *Intellectual Property* that meet all of the following criteria: (1) it is conceived, developed, and created by me on my own time without using *Deloitte Property* or *Personnel* (during work hours), facilities, *Confidential Information* or *Works* of a *Deloitte Entity*, (2) it is unrelated to the actual or reasonably anticipated business or research and development of a *Deloitte Entity*, and (3) it does not result from any work performed by me and the *Personnel* (during work hours) for a *Deloitte Entity*.

**Personnel** – partners, principals, members, officers and employees of a *Deloitte Entity*.

**PII** – information (excluding business contact information such as an individual's name and one or more of the following: organization name, organizational title, organizational role, business address, business telephone number (including business cell phone number and business email address) relating to an identified or identifiable natural person. An identifiable natural person is a natural person who can be identified, directly or indirectly, by reference to an identification number or factors specific to his or her physical, physiological, mental, economic, cultural or social identity. Set forth below is a non-exclusive list of information that constitutes PII when such information relates to an identified or identifiable natural person:

- Account number (bank account, credit card, etc.)
- Address
- Biometric identifier
- Certificate or license number
- Date of birth
- Government identifiers (such as PAN)
- Name\*
- Personnel Number
- Photograph or video identifiable to an individual
- Vehicle identifier or serial number
- Other information related to an individual that may directly or indirectly identify that individual (e.g., salary, performance rating, purchase history, call history, etc.)

\* Note: When an individual's name is used with PII that is not business contact information, it is included in the definition of PII.

**Pre-existing Agreements or Arrangements** – agreements or arrangements that (1) relate to any *Pre-existing Creations*; or (2) may affect my ability to comply with the requirements of this Employment Agreement, including all contractual and other restrictions or obligations with other parties, including any post-employment restrictions and required notifications to the extent applicable under 18 United States Code §207, CFR 3.104-4, and India laws, rules and regulations that may or will impose limitations on my professional activities during my *Employment* (such as any non-compete agreements with prior employers and the one-year ban on lobbying contacts).

**Pre-existing Creations** – any *Intellectual Property* and *Intellectual Property Rights* that were developed or created by me, alone or with others, or otherwise acquired by me, before the period of my employment in any capacity with the Employer, in which I claim any ownership or right.

**Proceedings** – past or pending (1) actual or threatened claims or complaints of, or arising out of service to, present or former clients, (2) regulatory, self-regulatory, disciplinary, administrative, civil or criminal investigations, inquiries, charges, complaints, actions, sanctions, alternative dispute resolution proceedings, other proceedings or matters (other than criminal proceedings which relate solely to the operation of a motor vehicle) of any kind or nature, in India or any other jurisdiction, against me, including criminal proceedings arising out of my provision of professional services, proceedings brought by a professional association, or proceedings involving the Securities and Exchange Board of India, United States Securities and Exchange Commission or the PCAOB, other professional bodies like the Institute of Chartered Accountants of India or (3) matters of any kind or nature which could adversely affect my association with the Employer or my ability to perform my duties or responsibilities to the Employer, whether set forth in this Employment Agreement or otherwise, or my registration with or licensure by any governmental, quasi-governmental, or other regulatory agency, body or entity, in or outside the United States or India.

**Systems** – the communications systems or any part of such systems that a *Deloitte Entity* owns, licenses or operates and approves for use, including, but not limited to, e-mail, text messaging, Lotus Notes, Deloitte Online (eRoom), instant messaging, local area network, wide area network, Intranet (e.g., DeloitteNet, D Street), Internet, extranet, collaborative tools (e.g., blogs, wikis, etc.), laptop and desktop computers, servers, air cards, Personal Digital Assistants, cell phones, telephones and voicemail.

**Works** – all *Intellectual Property*, in any *Form*, created by me, alone or with others, during the period of my *Employment* that (1) is created within the scope of my *Employment*; (2) relates in any manner to the actual or anticipated business, research, or development of a *Deloitte Entity*; (3) results from any work assigned to or performed by me, alone or with others, for the Employer; or (4) is created with the use of *Deloitte Property*. **B**

**Pre-existing Creations; Pre-existing Agreements or Arrangements**

I understand and agree that the Employer makes no attempt to verify my claim of ownership to any of the *Pre-existing Creations* listed, and makes no admission that any *Pre-existing Creations* listed are owned by me.

[If yes, please enter details below]

Yes, I do have *Pre-existing Creations*,  
*Pre-existing*  
*Agreements or Arrangements*

X No, I do not have *Pre-existing*  
*Creations, Pre-existing Agreements or*  
*Arrangements*

**Title**

**Date**

**Brief Description**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Print)

ACCEPTED AND AGREED TO:

**Deloitte Tax Services India Private  
Limited**

DocuSigned by:

  
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Pooja Madnani

**Talent**

*Its: Authorized Signatory*

listed pursuant to Paragraphs 2 and 11 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment made in light of Paragraph 2 that *Pre-existing Creations*, if any, are described and explained in sufficient detail so that the likelihood of confusion between the employee's *Pre-existing Creations* and the Intellectual *Property* of a *Deloitte Entity* can be avoided or minimized in the future and further indicates that the *Pre-existing Agreements or Arrangements* have been obtained and reviewed and that the *Authorized Signatory* is satisfied that such *Pre-existing Agreements or Arrangements* will not interfere with the employee's ability to comply with the requirements of this Employment Agreement.

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\_\_\_\_\_  
C

**Proceedings**

**EXHIBIT**

[none, unless otherwise specified]

Yes, I do have *Proceedings* to report

X No, I do not have *Proceedings* to report

My signature below certifies that to the best of my knowledge, the information I have provided above, pursuant to Paragraph 3, is complete and accurate.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

**Exceptions to Post-Employment Restrictions: re: Clients**

[none, unless otherwise specified]

As specified in Paragraph 13, I agree that after a period of three (3) years from my start date or the date of my employment, as the case may be, the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on Exhibit D to support the application of the obligations of Paragraph 12 to those clients.

Yes, I do have  
Post-Employment Restrictions re: Clients

X No, I do not have  
Post-Employment Restrictions re: Clients

Name of ClientSpecified Kind of Services(s) Permitted

ACCEPTED AND AGREED TO:

**Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
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Pooja Madnani

**Talent**

Its: Authorized Signatory

Date

I have read and understood the above policy terms.

A n *Authorized Signatory's* signature is required only if information is provided pursuant to Paragraph 13 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment that criteria in Paragraph 13 have been fully satisfied, the clients listed have been properly identified, and the kinds of services permitted have been described with sufficient specificity.

**Terms and Conditions of Service**

In continuation to our offer of employment with **Deloitte Tax Services India Private Limited** (the "Employer"), please note the terms and conditions of service.

The italicized terms in these Terms and Conditions of Service are defined in **Exhibit A** of the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement hereto.

**Terms of Service****1. COMPLIANCE WITH INDEPENDENCE, ETHICS AND OTHER REQUIREMENTS**

Deloitte & Touche LLP performs attest services for certain of its clients and is subject to the independence requirements of, among others, the United States Securities and Exchange Commission (SEC), the United States Public Company Accounting Oversight Board (PCAOB), and the American Institute of Certified Public Accountants (AICPA). These requirements mandate that certain of the Employer's employees and their relatives be independent of some or all of such attest clients and their affiliates in accordance with the policies of Deloitte LLP and its subsidiaries (the "Deloitte US Entities").

Upon joining the Employer, you will be asked to review a listing of the attest clients and the affiliates of such clients of certain of the Deloitte US Entities and disclose relationships or financial holdings that you or your relatives may have that could affect the independence of the Deloitte US Entities. Any relationships or holdings that conflict with, among other things, the requirements of the SEC, the PCAOB or the AICPA or the independence or ethics policies of the Deloitte US Entities will need to be resolved immediately. Further, you will be required to comply with these policies throughout your career with the Employer, including, when applicable, maintaining a current list of certain of your financial interests (but not their value) in the independence tracking system.

As a condition to your joining the Employer and continued employment, you are required to complete a representation regarding your understanding of, and compliance with, independence and other matters, on a periodical basis (as requested beginning on

**EXHIBIT**

or prior to the date of you joining the Employer, annually thereafter, and upon certain changes in your role in the Employer), the details of which are provided in the independence representation. An example copy of this representation form is available for your reference on [www.deloittenet.com](http://www.deloittenet.com). The representation should be made to the best of your knowledge and ability. It is your responsibility to consult on any matter should you be uncertain or have a question. You are also requested to refer to [www.deloittenet.com](http://www.deloittenet.com) and *Independence* for more information in this respect. The representations made by you will be subject to an audit and may be reviewed by Deloitte LLP representatives and shared with certain third parties. If you are selected for such an audit, you will need to submit certain personal financial records to Deloitte LLP's internal audit team. Please be assured that Deloitte LLP fully intends to keep all information obtained through the audit process confidential and secure. You hereby give your consent to Deloitte LLP to use the information provided by you for such purposes as provided in the policies regarding independence and ethics.

In the event you (i) do not cooperate or comply with the independence requirements, or (ii) do not complete the necessary representations, or (iii) make inaccurate representation(s); you may be subject to disciplinary action including and up to termination of employment with the Employer.

Please feel free to contact or consult *Independence* should you require any further information or if you have any specific concerns in this respect.

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## **2. NON DISCLOSURE, NON SOLICIT AND INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AGREEMENT ("Employment Agreement")**

You will be expected to sign the Employer's Employment Agreement. Please contact Talent for further details.

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## **3. HARRASSMENT POLICY**

**Administrative Policy Release ("APR") 213** is the Employer's policy prohibiting harassment. Deloitte LLP's subsidiaries located in India ("Deloitte India (Offices of the US)") are committed to providing a working environment that is free from harassment based on caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis, in accordance with applicable Indian central, state or local law. Expressly forbidden are unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Depending on the circumstances, such harassment may also include conduct such as stereotyped or demeaning remarks or gestures or the display or circulation, whether in writing or electronically, of materials or pictures offensive to persons because of their caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis in accordance with applicable Indian central, state or local law. The full policy will be accessible to you on DeloitteNet after joining Deloitte U.S. India.

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#### 4. WORKING HOURS, HOLIDAYS, LEAVES AND MATERNITY BENEFITS

You will be provided with your standard working hours, which may vary over the course of your career. The Employer may, from time to time, subject to applicable laws, require the employee to work beyond these hours.

You shall be entitled to paid holidays and leave as per the Employer's policies.

Women employees are eligible for maternity benefits as per the recent amendments (2017) in the maternity benefit act, 1961, including having 26 weeks of maternity leave with pay, as applicable.

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#### 5. RETIREMENT AGE

The age of retirement for employees of Deloitte India (Offices of the US) is 60 years. Your employment will therefore automatically terminate at the end of the month in which you attain 60 years.

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#### 6. TRANSFERS

You may be transferred, assigned, or asked to attend training at the offices of a Deloitte Entity or its clients or third parties in India or abroad with or without additional compensation. In such an event, you will also be governed by the terms and conditions of service applicable to the transfer, assignment, or training.

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#### 7. NOTICE PERIOD FOR TERMINATION OF SERVICES

The notice period for termination of your services is **60 Days** by either side and/or salary in lieu of notice period on part of the Employer only.

The Employer expects all employees to maintain the highest standards of professional conduct at all times.

In order to assure orderly operations and provide the best possible work environment, the Employer expects you to follow rules of conduct that will protect the interests and safety of all personnel, including but not limited to the Code of Ethics and Professional Conduct.

In the event of any breach of the Code of Ethics and Professional Conduct, non-performance of a contractual obligation or the terms and conditions laid down in this Annexure, or if you engage in any misconduct whether or not in connection with or affecting the business or affairs of the Employer or the work conduct, as specified by Employer, you will be subject to disciplinary action up to and including termination of your services/ employment with the Employer without any notice or payment in lieu of notice notwithstanding any other terms and conditions stipulated herein.

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#### 8. MISCONDUCT

Misconduct may include but is not limited to:

- Irregular attendance: repeated or excessive absence, tardiness or early departures/ late comings without approval.
- Unreported or unapproved absence (including overstay of leave) for more than five consecutive days or deviation from assigned and accepted schedule for more than five days.
- Falsification or manipulation in background verification process or employment records, employment information, or other records prior to or after joining the Employer.
- Falsification or manipulation of Deloitte Time & Expense (DTE).
- Knowingly providing false statements, either verbally or in written form.
- Neglect of normal duties and functions.

- Practices such as reading personal materials during working time, having obscene or inappropriate posters or screen savers at your work station, playing games at your work station, etc.
- Continued discharge of work functions that do not meet the standards reasonably expected.
- Breach of the confidentiality provision in the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement including disclosing to any unauthorized person any *Confidential Information* or *PII*.
- Willful insubordination or disobedience, whether or not in combination with another, of any lawful and reasonable instructions of any member of management or any authorized person.
- Engaging in unapproved outside employment and activities as defined in APR 218 (US & IND) ([https://deloitte.net.deloitte.com/About/Policies/Admin/Pages/218\\_OutsideEmploymentActivities\\_US.aspx](https://deloitte.net.deloitte.com/About/Policies/Admin/Pages/218_OutsideEmploymentActivities_US.aspx)).
- Installing, downloading, copying or duplicating any unauthorized or unlicensed software, programs, games, or attachments on any computer system of the Employer or of any *Deloitte Entity* or its clients.
- Engaging in any illegal activities.
- Workplace violence, including threats of physical violence.
- Corporate credit card delinquencies.
- Causing damage to the property of the Employer, any *Deloitte Entity*, its clients, or their respective personnel
- Going on or abetting a strike in contravention of any law.
- Theft of any property belonging to another, the Employer or any *Deloitte Entity*, or their respective personnel, clients, or visitors
- Possession of firearms, explosives, knives or any instruments that can be used as an injurious or deadly weapon in the workplace or at any *Deloitte Entity* sponsored event.
- Corruption, fraud, or misappropriation of funds.
- Failure to comply with the policies, guidelines, rules and regulations of the Employer or a *Deloitte Entity* as applicable.
- Excessive personal use of the Employer's telephone, fax or computer systems.
- Failure to adhere to applicable laws.
- Any act prejudicial to or in conflict with the interests of the Employer or a *Deloitte Entity*.

The above terms and conditions are based on, and should be read in conjunction with, the Employer's policies, guidelines, procedures and other rules currently applicable, including but not limited to Administrative Policy Releases (APRs) and Deloitte India (Offices of the US)'s other policies, guidelines, rules, and regulations. The above rules are subject to amendments from time to time and the amended rules, policies, procedures, and guidelines would be posted on the Employer's Intranet site i.e. <https://deloitte.net.deloitte.com/Pages/Home.aspx> for employee reference. The policies will be updated from time to time in the future and we deem to have your consent to any and all such changes. Furthermore, upon acceptance of employment with the Employer, you may be requested to read and acknowledge acceptance of various policies and guidelines of the Employer. It is expected that you will read and acknowledge all such communications.

Effective as of **November 13, 2022**, I accept all the terms and conditions of the Employer as stipulated in these Terms and Conditions of Service.

Signature

Name

**Training Agreement****Dear :**

On behalf of **Deloitte Tax Services India Private Limited**, please accept our congratulations on your recent offer of employment to join the Company as **Tax Consultant I** pursuant to the terms and conditions of your offer letter dated **November 13, 2022**. You made a very favorable impression with everyone you met and we are excited about the possibility of you joining the Company.

As you may be aware, as a condition of employment with the Company, you may be required to travel Overseas to attend a series of training sessions for a period of up to 90 days. This training will be a combination of classroom procedural training as well as on-site training to observe employees conducting similar work at various client locations. This training represents the confidence we have in your ability to be a valuable member of the practice of the Company.

As per Company policy, we kindly bring to your attention that all employees attending training overseas are required to sign a Training Agreement which will obligate the employee to repay a calculated amount of the costs associated with the training, only if the employee resigns his/her position or are terminated for cause within a specified period after completion of the training (usually between 6 to 18 months). This repayment obligation disappears after the specified period of time has lapsed. We all look forward to seeing you again soon and having you join our team of outstanding professionals.

Sincerely,

For

**Deloitte Tax Services India Private Limited**

DocuSigned by:

*Pooja Madhuni*

By:

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Signature

**Authorized Signatory**



## Welcome to Wipro's Work Integrated Learning Program ("WILP")

**Work Integrated Learning Programme**  
**Wipro Limited, Dodda Kannelli**  
**Sarjapur Road, Bengaluru - 560 035.**  
**Phone: (080) 28440011/12, Fax: (080) 28440256**

Dear MURUKUTI SUNDEEP KUMAR REDDY,

### **Sub: Enrolment letter to Wipro's Work Integrated Learning Program ("WILP") as Scholar Trainee – Work Integrated Learning Program**

Welcome to WILP!

With reference to your application, it is our pleasure to enroll you as a Scholar Trainee – Work Integrated Learning Program. This is a scholarship program customized as a robust academic and training program which will enable you to obtain M-Tech degree from one of the premier engineering institution / University in India.

The duration of the academic program shall be 48 months from the **date of enrolment to the academic program**. You will be enrolled into the academic program within 12 months from date of joining. Your date of joining will be intimated through a separate communication.

We hope you enjoy the learning with WILP and have an enriching experience being a part of Wipro Limited ("Wipro or "Company").

Please read through the terms and conditions of your enrolment as provided below.

We look forward to having a long and fruitful relationship with you at WILP, Wish you all the best!

Yours sincerely,  
For **Wipro Limited**,

**Aparna Shailen**  
**General Manager - Human Resources**

#### **Endorsement**

I accept the enrolment and the terms and conditions thereof as specified below. I shall report for undergoing study on

#### **Terms & Conditions of Scholarship**

##### **1. PROFILE:**

You have been selected to be a part of Wipro's WILP and are enrolled as a Scholar Trainee- Work Integrated Learning Program. Upon joining WILP, you will have to undergo a "Project Readiness Program" ('PRP') that prepares you to participate in projects at the Company as part of this learning program. This robust academic program will also enable you to obtain **M-Tech degree from one of the premier engineering Institution / University** upon successful completion of the course.

##### **2. DURATION:**

The duration of your academic program will be for a period of 48 months from the date of enrolment to the academic program. You will be enrolled into the academic program within 12 months from date of joining. Unless the Company extends the period of your study in writing, which is done solely at the discretion of the Company, your enrolment would automatically terminate at the end of the stated 48 months.

In case the Company extends the academic period (in writing) you will continue to be enrolled as a Scholar Trainee – Work Integrated Learning Program with WILP.

### 3. Appointment details:

We provide support to our global customers through various Company locations in India to suit customer requirements by operating 24x7. You would be operating from any of these locations and in any of the shifts, including night shift, as may be decided by the Company, keeping in mind the business needs and deliverables to customers.

### 4. Scholarship/Stipend and Benefits

During your period of enrolment, you would be entitled to a consolidated monthly scholarship.

Apart from the monthly scholarship, the Company will provide you with life & accidental insurance that would include a cover for you, the premium / cost will be taken care of by Wipro. This is a voluntary benefit offered by the Company and the details of the same are listed below.

- i. A Group Personal Accident Insurance (GPAI) coverage of **Rs.12,00,000/-**. You could also choose to get additional coverage for a nominal and highly negotiated premium. More details on the policy are available in My Policies section in myWipro, the HR portal at Wipro.
- ii. Group Life Insurance coverage of **Rs.14, 00,000/-**. This sum insured is inclusive of cover as per EDLI (Employee Deposit Linked Insurance). You can also get an extra coverage for a nominal and highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

In addition to the above, you are also eligible for medical insurance cover towards hospitalization.

You are eligible for a floater coverage of Rs.2,00,000/- per annum for family (self, spouse & children) towards hospitalization. There will be a deduction from your monthly scholarship/stipend depending on your marital/family status towards the base sum insured premium. 10% of the claim amount would need to be borne by the employee/Scholar trainee.

Base Medical insurance is to be availed by the employee as default. It is accounted for in deductions as a nominal monthly charge. Top-Up cover is voluntary and charged as applicable during renewal timelines.

If you wish to enhance the coverage, a top up cover option is also available for a highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

The below table lists down your scholarship details:

| Period      | Scholarship | ESI | Consolidated Scholarship (Rs. Per Month) |
|-------------|-------------|-----|------------------------------------------|
| First year  | 15000       | 488 | 15,488/- (*)                             |
| Second year | 17000       | 553 | 17,553/- (*)                             |
| Third year  | 19000       | 618 | 19,618/- (*)                             |
| Fourth year | 23000       | 0   | 23,000/- (*)                             |

(\*) You shall be responsible for payment of all statutory contributions, taxes, dues and levies as may be required under the relevant laws including contributions under Employees' State Insurance Corporation Act (**at 0.75% of your Scholarship**) as and when applicable to you. Such contributions, taxes, dues and levies where required, shall be deducted from your Scholarship and benefits according to applicable laws and regulations.

Your fourth-year scholarship will continue until completion of your M-Tech program. Your enrolment into the MTech academic program within 12 months from date of joining.

You shall be eligible to receive a onetime "joining bonus" of Rs.75,000 after you join Wipro along with your first month salary. All applicable taxes on the payment of this amount will be borne by you. Please note in the event you leave the organization within 12 months from the date of joining, payment processed under Joining bonus shall be recovered from the employee at the time of exit.

The enhancement of the scholarship at the end of each academic year of study will be at the discretion of the Company and subject to your satisfactory progress of study, acquisition of skills, behavior, regularity and punctuality in attendance. Your continued enrolment in the course, will be at the discretion of the Company, and is subject to satisfactory academic performance and other requirements as prescribed in the WILP portal.

In case your project performance at any stage is not found to be at par with the requirement of WILP, then you would be placed on performance improvement program (PIP). If you fail to successfully complete the PIP, the Company may at its sole discretion discontinue your enrolment in the WILP program.

#### **Book Allowance:**

A Book Allowance of Rs.1,250/- will be provided to you per semester. This allowance will be given every semester except the last semester when you will be engaged in dissertation. The allowance will be paid to you centrally along with your scholarship during the course of each semester. The allowance will be subject to tax. Book allowance is applicable and paid only when you are registered for the semester.

#### **5. Training Agreement:**

- i. This letter of enrolment is subject to the execution of a training agreement in the prescribed proforma with Wipro Limited, Sarjapur Road, Doddakannelli, Bengaluru-560035 on or before joining the program ("Training Agreement").
- ii. This Training agreement shall be for a total period of 60 Months where you will be mentored for developing your skills and knowledge. This included technical training, in various formats, both online and offline and practical experience in various projects. The Company invests on your behalf for the cost of these trainings. Should you discontinue the WILP program or your enrolment with WILP is cancelled for any reason whatsoever before the completion of 60 months from the date of joining, the training expenses of Rs.75,000/-(Rupees Seventy five thousand only) will have to be paid by you as detailed in the Training Agreement.

#### **6. PROJECT READINESS PROGRAM (PRP)**

Upon enrolment, you will have to undergo a Project Readiness Program (PRP) to prepare you to participate in projects. This is offered by Wipro's - Talent Transformation Department to all campus and off-campus selects. The broad objective of PRP is to equip you with the necessary knowledge and skills that will enable you to start working on real-life project work which is an integral part of the WILP.

#### **7. Regulations of Academic study:**

- i. You will be enrolled for M-Tech program with a renowned institution ("University") that collaborates with Wipro for WILP.
- ii. Course specialization includes but is not limited to Software Systems, Software Engineering, Information Technology, Computing Systems and Infrastructure Management, Data Analytics, IoT, Cloud, Digital & Cyber security, Embedded Systems.
- iii. Your specialization and enrolment would be decided based on prevailing business requirements and decision of the Company is final and binding.
- iv. You will not be able to change Specialization track after enrolment.
- v. Overall program duration is 4 years from date of enrolment of academic program.
- vi. As per the program structure, a WILP Scholar trainee will register and pursue 4 to 6 courses per semester over 7 semesters.
- vii. You will be required to submit a project work / dissertation in your final semester (8<sup>th</sup> semester of your program). This will enable you to advance your professional capabilities by applying concepts and techniques in projects.
- viii. Each course has multiple evaluation components. This includes an assignment component, quiz, mid-semester examination and comprehension examination. All evaluation components are mandatory for securing a pass grade in a course as prescribed by the partnering institution.

- ix. Contact classes are organized as per the handout and calendar prepared and shared by the University at the beginning of each semester. In the normal course, one session of 2 hours duration per course per contact class is organized.
- x. You will be called upon to undergo studies during the hours and days as may be fixed by the Company from time to time. Normally, the study hours would be from 9:00am to 6:00pm
- xi. The faculty will take attendance/circulate attendance sheets for every session. It is your responsibility to ensure that your attendances are recorded properly.
- xii. WILP Scholar trainees are expected to be on time for every session. Punctuality is non-negotiable and the faculty reserves the right to deny entry and attendance to late comers.
- xiii. Attending 75% of contact session is mandatory for each course to appear for examinations.
- xiv. Not attending classes for reasons like medical/on the job training /late coming/personal problems and other similar reasons would be treated as absenteeism.
- xv. Scholar trainees who fail to meet the minimum attendance criteria will not qualify for comprehension exams for any of the registered courses in that semester.
- xvi. For any reason, you are not able to meet the minimum attendance criteria or not complete the mandatory assignments / quiz / examinations in any semester, you are required to repeat the same semester as and when the next batch is organized. In such cases, rules and regulations governing academic programs at that time would be applicable. In addition, additional semesters fees are to be borne by you as prescribed by the University.
- xvii. At the end of each semester, the performance of each Scholar Trainee in a course, is specified as a letter grade which is obtained through a Relative Grading procedure
- xviii. Any Scholar trainee securing 3 or more cumulative fail grade at any point in time will be expelled from WILP Program.
- xix. The 8th semester of study is fully devoted for dissertation / project work
- xx. If a Scholar trainee's CGPA is less than 5.5, the Scholar trainee will not be permitted to register for the dissertation. He/she has to re-appear for exams and secure a CGPA of 5.5 before taking up the dissertation. Also, a Scholar trainee with an E grade in any course will not be permitted to register for the Dissertation
- xxi. Project / Dissertation work has to be carried out by each individual separately. Teamwork is not permitted.
- xxii. The dissertation has to be completed strictly as per the guidelines that are outlined by collaborating institution.
- xxiii. WILP Scholar trainees are expected to maintain decorum and discipline in line with Wipro's professional work culture and environment.
- xxiv. In cases where a Scholar trainee deviates from the expected behaviour as prescribed by the WILP and partnering institution from time to time , strict action will be taken and the decision of the WILP Team / faculty /, University would be final and binding.
- xxv. Breach of integrity will be dealt with sternly. Such Scholar trainees will be asked to discontinue their studies and also expelled from WILP program.
- xxvi. On successful completion of the study, you will be eligible to receive the M-Tech degree from the collaborating University, in recognition of your successfully completing the course.
- xxvii. All Scholar trainees of the WILP will be given testimonials at the end of the successful completion of the M-Tech degree program. The testimonial contains the timeline in the WILP and the kind of project works carried during this opportunity.

Mode of contact session, examination pattern and other academic program norms are subject to change based on the prevailing situation / University norms declared from time to time. Decision of the University would be final and binding.

## **8. Conflict of Interest:**

- i. During your enrolment period with the WILP, you will focus exclusively on the requirements of the program. In addition to your study and academic requirements, you are required to engage yourself exclusively in the work assigned by Wipro and shall not take up any independent or individual assignments (whether part time or full time, in an advisory capacity or otherwise) directly or indirectly without the express written consent of Head /

## Manager of WILP Academy

- ii. You shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any person who is involved in activities, which are or shall be in conflict with the interests of Wipro.
- iii. The Conflict of Interest Policy also refers to the need on your part, during your enrolment and for a period of one year from the cessation of your enrolment with WILP (irrespective of the circumstances of, or the reasons for, the cessation) not to solicit, induce or encourage:
  - a. Any student/scholar trainee of the WILP to abandon /withdraw their enrolment with the program or to accept enrolment and/or employment with any competitor, supplier or any customer with whom you have a connection.
  - b. Any employee of Wipro to terminate their employment with Wipro or to accept employment with any competitor, supplier or any customer with whom you have a connection.
  - c. Any customer or vendor of Wipro to move their existing business with Wipro to a third party or to terminate their business relationship with Wipro.
  - d. Any existing employee and/or student of WILP to become associated with, or perform services of any type for any third party.
- iv. In case of any conflict or doubt, please discuss the matter with Head / Manager of WILP, to understand Wipro's position on this and resolve the conflict.

## 9. Obligation and Responsibilities:

- i. During the study period you will be governed by the WILP regulations and instructions as may be modified, from time to time, in relation to conduct, discipline and other matters.
- ii. During your study as part of WILP, Company expects you to undergo study in the area in which you are placed, with a high standard of initiative and efficiency. This is critical and Company has zero tolerance towards any deviations.
- iii. You would not be allowed to seek membership of any local or public body without the written approval from the Head / Manager of WILP.
- iv. During the study period and thereafter, you would not be allowed to give out to anyone in writing or by word of mouth or otherwise, particulars or details of work - process, technical know-how, research carried out, security arrangements, or administrative and/or organizational matters of confidential or secret nature which you may come across during your academic study or become known to you by virtue of your undergoing study under WILP or otherwise.
- v. You are bound by all regulations, instructions and policies of the WILP and Wipro. These are updated / modified on a periodic basis and new policies may be introduced and notified to Scholar trainees from time to time and you will be bound to comply with the same.
- vi. In consideration of the opportunities, trainings and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by WILP/Wipro and in the course of your association with WILP. This covenant shall endure during your association and beyond the cessation of your association with WILP (irrespective of the circumstances of, or the reasons for, the cessation).
- vii. In connection with your association with Wipro as part of the WILP and during the term of your association upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business or academic session hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

During the period of academic study, if you develop or conceptualize inventions, ideas, concepts, discoveries, techniques and improvements (including without limitation computer software) solely or jointly with others in relation to the operation of the WILP / Wipro, such developments will be fully communicated to the WILP academy and will be the sole intellectual property of Wipro. You agree to cooperate in the execution of documents to facilitate the assignment of such intellectual property when required.

## 10. Confidentiality:



- i. In consideration of the opportunities, training and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by Wipro and in the course of your enrolment. This covenant shall endure during your enrolment and beyond the cessation of your enrolment with Wipro (irrespective of the circumstances of, or the reasons for, the cessation).
- ii. During your training on projects at Wipro, you will be expected not to use or disclose any confidential information, including trade secrets, of any former employer (if any) or other person with whom you have an obligation of confidentiality and by signing below you affirm that you have no conflicting obligations or non-compete agreements that would prevent you from working without limitation for Wipro.

## **11. Assignment of Intellectual Property**

In connection with your enrolment and during the term of your enrolment, upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

## **12. Posting**

During the initial study period, initially you would be made familiar with Wipro, but you may if needed be re-assigned or transferred to another division, department, establishment or new location where Wipro, has its office or operation and WILP classes are running in the particular location, in India, without enhancing the scholarship amount. On placement of this nature, you will also be governed by the disciplinary rules and regulations as applicable in that unit/branch. You may also be placed in any sister company of Wipro, for practical studies.

## **13. Misconduct:**

- i. In case you are charged with any misconduct or disciplinary issue during your study period, your enrolment with WILP may be temporarily placed on suspension without payment of scholarship amount, for such period as Wipro may deem fit. If the charges against you are proved to be true, your enrolment may be immediately cancelled, without any notice or payment of scholarship in lieu of notice notwithstanding any clause of this letter of enrolment. It is clarified that this clause is without prejudice to Wipro's rights to enforce the Training Agreement duly signed by you even after cancellation of your enrolment for whatever reasons as the case may be.
- ii. Notwithstanding the condition regarding written notice of termination and without prejudice to Wipro's right to enforce the Training agreement, Wipro shall have the right to terminate your academic study without any notice or payment of scholarship in lieu thereof, if any declaration given or information furnished by you to WILP/ Wipro is found to be false or if you are found to have willfully suppressed any material information.

**Please note that at any stage, whether during your selection process or upon enrolment with the WILP, if it is brought to our notice that you have indulged in malpractices or used illegal means to clear your online assessment, Wipro shall withdraw or revoke the enrolment and cancel the same with immediate effect and we reserve our rights to take suitable action against you as we may deem fit.**

## **14. Cancellation of Enrolment:**

Notwithstanding any of the clauses of this letter of enrolment, Company reserves the right at its sole discretion to cancel this enrolment during the study period without assigning any reason, by giving one month's (30 days) notice or one month's scholarship/stipend in lieu of notice.

## **15. Study Hours:**

- i. As a Scholar Trainee – Work Integrated Learning Program, you will be called upon to undergo studies during the hours and days as may be fixed by WILP from time to time as per the University requirements.
- ii. You would be assigned to any of the locations and any project work as part of your WILP as may be decided by the Company.
- iii. The full day lecture sessions will be held at any of Wipro's other establishments/outourced venue. You may also be called upon to attend academic study as and when required on holidays, as may be scheduled in accordance with the convenience of the organizing team of the WILP.
- iv. The university will plan contact classes in multiple format to suit the project work situations and university guidelines such as contact classes in ILT (instructor Led training) and / or VILT (virtual Instructor Led Training and Self-Directed / Recorded lecture sessions).

## 16. General:

- i. This letter of enrolment is subject to the condition that you have not provided us with any false declaration or wilfully suppressed any material information. If you have, you will be liable for cancellation of enrolment from the WILP without any prior notice.
- ii. The terms of this letter of enrolment may be specifically enforced legally, if required. In this connection, if any of the provisions of this letter are declared or found to be void or unenforceable due to any reason whatsoever, the remaining provisions of this letter shall continue in full force and effect.
- iii. These enrolment terms supersede and replace any existing agreement or understanding, if any, between Wipro and you relating to the same subject matter.
- iv. You warrant that you are not prevented by a court or by any other administrative or judicial order from enrolling under this agreement. In the event that you are not a citizen of the country of posting, you should have a valid work permit to work in the country of posting.
- v. During the period of enrolment you are required to comply with all policies of WILP and Wipro. These policies are updated / modified on a periodic basis and new policies may be introduced and notified to the Scholar Trainees from time to time. You agree to comply with all policies as modified from time to time.

## 17. On Completion/Cancellation of Academic Program:

- i. On Completion of the academic program or cancellation of your enrolment , as the case may be, you will immediately surrender to Wipro/ the Academy all specifications, formulae, documents, literature, drawings or records, etc. belonging to Wipro/ the Academy or relating to its business and shall not make or retain any copies of these items.
- ii. You are not eligible to receive testimonial certificate if you do not successfully complete the academic study in accordance with this letter of enrolment and the study scheme formulated by the Academy.
- iii. Wipro reserves the right to offer employment at its sole discretion to a Scholar trainee on successful and satisfactory completion of the academic study.

## 18. Acceptance of Enrolment Letter:

Upon accepting the above terms and conditions, you are required to return the duplicate of this letter of enrolment, duly signed by you as a token of your acceptance on the day of joining WILP program.

Please confirm that the above terms are acceptable to you and that you accept the enrolment by signing a copy of this letter of enrolment and submit the same on the date of joining.

## 19. Work Allocation:

As part of your work responsibilities, you may be assigned to work on certain projects/accounts or other assignments as may be deemed fit by the Company in its sole discretion. Refusal to accept and deliver on such assignments shall be treated as a refusal to work and may result in termination of your employment or other disciplinary action.

Yours sincerely,

For **Wipro Limited**,



**Aparna Shailen**  
**General Manager - Human Resources**

I have read, understood and agree to accept the enrolment on the terms and conditions herein.

I shall be present for the induction session on

## **ANNEXURE I**

### **CONFIRMATION ON SHARING PERSONAL INFORMATION (AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT, 2000)**

I Radheshyam Thakur, confirm that I am voluntarily sharing my Personal Information with Wipro Limited ('Wipro') being a part of WILP of Wipro for the following purposes:

- a. validating my application form and retaining records on the same for any future reference/verification;
- b. processing my application form including background verification checks;
- c. academic study related actions including record keeping, processing scholarship advance and benefits and any action required in the context of my enrolment with Wipro, being a part of WILP.

In this context, I also agree to the retention of such Personal Information by Wipro for any future reference/verification and authorize Wipro to transfer the same to a third party.

I understand that 'Personal Information' means any information, relating to me that is available with Wipro and is capable of identifying me."

## **ANNEXURE II**

I hereby confirm that I shall submit the required academic certificate including but not limited to mark sheet and Provisional or Convocation Degree Certificate within 3 months from my date of joining. I understand that my enrolment is subject to my aggregate meeting the Wipro eligibility criteria and submission of the above mentioned documents.

I hereby declare that all the particulars mentioned above are true to the best of my knowledge. In the event of my failure to submit the above mentioned documents or in case of any discrepancy, I shall be liable for termination of my enrolment with Wipro.

## **ANNEXURE – III**

### **INITIAL INDUCTION PROGRAM**

The Talent Transformation team at Wipro groom's campus selects to help them face the challenges of the corporate world.

A holistic 360 degree approach to training is adopted and helps them hone their fundamental computer skills followed by insights into Wipro businesses, process, technology and behavioural skills.

To understand and appreciate the mindset of the young Trainees and ensure that the transformation is smooth, the induction program is done by a team of dedicated professionals who have exposure to the academic and corporate sectors alike. Project Readiness Program (PRP) is a training program designed to address the basic learning needs of the Trainees.

#### **Corporate Readiness Program - CRP**

The CRP program is focused on making young Trainees comfortable in a corporate environment. This program starts with a corporate induction.

"EMERGE" a behavioural skills building training program ensures that the fresh Trainee start feeling at ease in the "corporate world". This activity based behavioural intervention informs the new entrants about the corporate work culture and business etiquette.

#### **Technology Readiness Program - TRP**

The technology training provides critical technical skills required to work on projects allocated to Trainees and prepare to face the demands of the project world. We begin doing this by familiarizing with Wipro's businesses and work environment.

The methodology of training is "Project Based Learning" (PBL) approach, the entire learning is designed around a series of projects that the recruits are expected to complete individually by learning and applying various topics required to complete the project. Starting with individual projects, the PBL approach ends with recruits working on a team project.

## **ANNEXURE – IV**

I have read and understood the terms of my enrolment letter. I agree and acknowledge that I am a Student/Scholar trainee with Wipro's WILP. I further undertake that I shall not represent to any person within Wipro or any other third

party that I am an employee of Wipro Ltd and I fully understand that such false representation shall entail severe disciplinary action including immediate cancellation of my enrolment.

### **Travel, Accommodation, Food & Other Miscellaneous Expenses**

#### **Travel**

- i. You would be entitled for Rs. 1500 from the date of appointment as a lump sum amount that will be credited with your first month stipend. You may utilize this amount towards Travel and you would not need to submit bills towards usage of this amount.
- ii. There is no provision for reimbursement/allowance towards any expenses incurred in lieu of attending training or classes at different locations in the same city.

#### **Accommodation, Food & other Miscellaneous Expenses**

- i. You would be entitled for Rs.400 per day for 8 days (total amount of Rs.3,200) from the date of joining. You may utilize this amount towards accommodation, food & other miscellaneous expenses. This would be paid as a lump sum amount that will be credited with your first month stipend and you would not need to submit bills towards usage of this amount.
- ii. If your posting location (the location where you would be based out of after training) is different from the training location (location where you undergo initial training), you would be entitled for the following:  
  
Settlement and Miscellaneous Expenses: Rs.1200 per day for 7 days (total amount of Rs. 8,400) from the date of reporting to the posting location. You may utilize this amount towards boarding, lodging, conveyance & other miscellaneous expenses.
- iii. Any location change after reporting to posting location will be treated as relocation/transfer and will be covered under the Transfer policy for Team Rainbow. For details you can refer the policy at myWipro-> My Policies -> India->My Travel>Transfer Policy-Team Rainbow.
- iv. Campus joiners would not be eligible for accommodation at the Wipro guest houses.

**Please note in the event that the employee leaves the organization within 6 months from the date of joining, all payments processed under Joining & Relocation Entitlements shall be recovered from the employee at the time of exit.**

**Skill Preferences 1 :** [DAAI -Cloud & Digital Database](#)

**Location Preferences 1 :** [Bangalore](#)

**Skill Preferences 2 :** [CEP-SAP-ABAP](#)

**Location Preferences 2 :** [Mysore](#)

**Skill Preferences 3 :** [Python App](#)

**Location Preferences 3 :** [Chennai](#)

☒ Accept ☐ Decline

☒ **Signature** [Radheshyam Thakur 25/1/2023 10:00 PM](#)

(checking the checkbox above is equivalent to a handwritten signature)

Registered Office:

**Wipro  
Limited**

**T :**+91 (80) 2844 0011

Doddakannelli

**F :**+91 (80) 2844 0054

Sarjapur  
Road

**E :**info@wipro.com

Bengaluru  
560 035

**W :**wipro.com

India

**C :**L32102KA1945PLC020800

26168298



Dear **A SAIKIRAN**

On behalf of Mu Sigma., it is our pleasure to confirm your selection for employment as “**Software Engineer- Trainee**”, in our **India** operations. We are very excited to extend this offer, and the opportunity it represents, with great confidence in your abilities.

We will be pleased to offer you on the following terms & conditions:

Designation : **Software Engineer – Trainee**

Total Cost to Company: **Rs. 500000- per annum**

Compensation: **As Detailed in Annexure I**

The company will make deductions as may be necessary as per Statutory compliance with State / Central tax laws.

Your Initial Posting will be at **Bangalore** However, your services are transferable to any other place or office of the Company or to any subsidiary or associate company; whether now existing or still to be formed. Such transfer / deputation will be in accordance with the company’s rules being in force at the time. You are required to work from office on all 5 working days (Mon to Fri) for a period of 6 months from your date of joining , post which the schedule will be decided by the organization based on the requirements.

This letter will be followed by a background verification email and you will be required to share relevant documents as requested. Upon successful initiation of background verification, we will mail you a detailed offer letter before join us in July/August (Based Final Exams). It will include your date of joining, initial posting location and complete employment terms & conditions. Kindly consider this letter as an indicative offer, to begin with the on-boarding process.

Sincerely,  
Mu Sigma

**Annexure I**

|               |                           |              |           |
|---------------|---------------------------|--------------|-----------|
| <b>NAME:</b>  | A SAIKIRAN                |              |           |
| <b>TITLE:</b> | Software Engineer Trainee | <b>GRADE</b> | <b>P2</b> |

| COMPONENTS - A                      | Limits | Per Month     | Per Annum       |
|-------------------------------------|--------|---------------|-----------------|
| Basic                               |        | 21,667        | 2,60,000        |
| HRA                                 |        | 10,833        | 1,30,000        |
| Executive Allowance                 |        | 14,508        | 1,74,097        |
| LTA - Maximum One Month Basic       | 21,667 | 1,806         | 21,667          |
| Children Education Allowance        | 2,400  | 200           | 2,400           |
| Lunch Coupon                        | 18,000 | 1,500         | 18,000          |
| Residential Telephone Reimbursement | -      | -             | -               |
| PF (Employer's Contribution)        |        | 2,600         | 31,200          |
| Gratuity                            |        | 1,053         | 12,636          |
| <b>Fixed Compensation</b>           |        | <b>54,167</b> | <b>3,50,000</b> |
| Insurance                           |        | 2,667         | 32,000          |
| <b>STI</b>                          |        |               | <b>60,600</b>   |
| <b>Total Compensation</b>           |        |               | <b>500000</b>   |

**Note:**

FBP Component can be Zero or Maximum provided in the each row of FBP section.  
 FBP Component can be changed three times a year before December of each year as per finance guidelines



Dear **ABHISHEK M**

On behalf of Mu Sigma., it is our pleasure to confirm your selection for employment as “**Software Engineer- Trainee**”, in our **India** operations. We are very excited to extend this offer, and the opportunity it represents, with great confidence in your abilities.

We will be pleased to offer you on the following terms & conditions:

Designation : **Software Engineer – Trainee**

Total Cost to Company: **Rs. 500000- per annum**

Compensation: **As Detailed in Annexure I**

The company will make deductions as may be necessary as per Statutory compliance with State / Central tax laws.

Your Initial Posting will be at **Bangalore** However, your services are transferable to any other place or office of the Company or to any subsidiary or associate company; whether now existing or still to be formed. Such transfer / deputation will be in accordance with the company’s rules being in force at the time. You are required to work from office on all 5 working days (Mon to Fri) for a period of 6 months from your date of joining , post which the schedule will be decided by the organization based on the requirements.

This letter will be followed by a background verification email and you will be required to share relevant documents as requested. Upon successful initiation of background verification, we will mail you a detailed offer letter before join us in July/August (Based Final Exams). It will include your date of joining, initial posting location and complete employment terms & conditions. Kindly consider this letter as an indicative offer, to begin with the on-boarding process.

Sincerely,  
Mu Sigma

**Annexure I**

|               |                           |              |           |
|---------------|---------------------------|--------------|-----------|
| <b>NAME:</b>  | ABHISHEK M                | <b>GRADE</b> | <b>P2</b> |
| <b>TITLE:</b> | Software Engineer Trainee |              |           |

| COMPONENTS - A                      | Limits | Per Month     | Per Annum       |
|-------------------------------------|--------|---------------|-----------------|
| Basic                               |        | 21,667        | 2,60,000        |
| HRA                                 |        | 10,833        | 1,30,000        |
| Executive Allowance                 |        | 14,508        | 1,74,097        |
| LTA - Maximum One Month Basic       | 21,667 | 1,806         | 21,667          |
| Children Education Allowance        | 2,400  | 200           | 2,400           |
| Lunch Coupon                        | 18,000 | 1,500         | 18,000          |
| Residential Telephone Reimbursement | -      | -             | -               |
| PF (Employer's Contribution)        |        | 2,600         | 31,200          |
| Gratuity                            |        | 1,053         | 12,636          |
| <b>Fixed Compensation</b>           |        | <b>54,167</b> | <b>3,50,000</b> |
| Insurance                           |        | 2,667         | 32,000          |
| <b>STI</b>                          |        |               | <b>60,600</b>   |
| <b>Total Compensation</b>           |        |               | <b>500000</b>   |

**Note:**

FBP Component can be Zero or Maximum provided in the each row of FBP section.  
FBP Component can be changed three times a year before December of each year as per finance guidelines





Dear **AKHIL GADIGE**

On behalf of Mu Sigma., it is our pleasure to confirm your selection for employment as “**Software Engineer- Trainee**”, in our **India** operations. We are very excited to extend this offer, and the opportunity it represents, with great confidence in your abilities.

We will be pleased to offer you on the following terms & conditions:

Designation : **Software Engineer – Trainee**

Total Cost to Company: **Rs. 500000- per annum**

Compensation: **As Detailed in Annexure I**

The company will make deductions as may be necessary as per Statutory compliance with State / Central tax laws.

Your Initial Posting will be at **Bangalore** However, your services are transferable to any other place or office of the Company or to any subsidiary or associate company; whether now existing or still to be formed. Such transfer / deputation will be in accordance with the company’s rules being in force at the time. You are required to work from office on all 5 working days (Mon to Fri) for a period of 6 months from your date of joining , post which the schedule will be decided by the organization based on the requirements.

This letter will be followed by a background verification email and you will be required to share relevant documents as requested. Upon successful initiation of background verification, we will mail you a detailed offer letter before join us in July/August (Based Final Exams). It will include your date of joining, initial posting location and complete employment terms & conditions. Kindly consider this letter as an indicative offer, to begin with the on-boarding process.

Sincerely,  
Mu Sigma

**Annexure I**

|               |                                          |              |           |
|---------------|------------------------------------------|--------------|-----------|
| <b>NAME:</b>  | AKHIL<br>GADIGE                          | <b>GRADE</b> | <b>P2</b> |
| <b>TITLE:</b> | <b>Software<br/>Engineer<br/>Trainee</b> |              |           |

| <b>COMPONENTS - A</b>               | <b>Limits</b> | <b>Per Month</b> | <b>Per Annum</b> |
|-------------------------------------|---------------|------------------|------------------|
| Basic                               |               | 21,667           | 2,60,000         |
| HRA                                 |               | 10,833           | 1,30,000         |
| Executive Allowance                 |               | 14,508           | 1,74,097         |
| LTA - Maximum One Month Basic       | 21,667        | 1,806            | 21,667           |
| Children Education Allowance        | 2,400         | 200              | 2,400            |
| Lunch Coupon                        | 18,000        | 1,500            | 18,000           |
| Residential Telephone Reimbursement | -             | -                | -                |
| PF (Employer's Contribution)        |               | 2,600            | 31,200           |
| Gratuity                            |               | 1,053            | 12,636           |
| <b>Fixed Compensation</b>           |               | <b>54,167</b>    | <b>3,50,000</b>  |
| Insurance                           |               | 2,667            | 32,000           |
| <b>STI</b>                          |               |                  | <b>60,600</b>    |
| <b>Total Compensation</b>           |               |                  | <b>500000</b>    |

**Note:**

FBP Component can be Zero or Maximum provided in the each row of FBP section.  
FBP Component can be changed three times a year before December of each year as per finance guidelines



Dear **AKHIL GADIGE**

On behalf of Mu Sigma., it is our pleasure to confirm your selection for employment as “**Software Engineer- Trainee**”, in our **India** operations. We are very excited to extend this offer, and the opportunity it represents, with great confidence in your abilities.

We will be pleased to offer you on the following terms & conditions:

Designation : **Software Engineer – Trainee**

Total Cost to Company: **Rs. 500000- per annum**

Compensation: **As Detailed in Annexure I**

The company will make deductions as may be necessary as per Statutory compliance with State / Central tax laws.

Your Initial Posting will be at **Bangalore** However, your services are transferable to any other place or office of the Company or to any subsidiary or associate company; whether now existing or still to be formed. Such transfer / deputation will be in accordance with the company’s rules being in force at the time. You are required to work from office on all 5 working days (Mon to Fri) for a period of 6 months from your date of joining , post which the schedule will be decided by the organization based on the requirements.

This letter will be followed by a background verification email and you will be required to share relevant documents as requested. Upon successful initiation of background verification, we will mail you a detailed offer letter before join us in July/August (Based Final Exams). It will include your date of joining, initial posting location and complete employment terms & conditions. Kindly consider this letter as an indicative offer, to begin with the on-boarding process.

Sincerely,  
Mu Sigma

**Annexure I**

|               |                                          |              |           |
|---------------|------------------------------------------|--------------|-----------|
| <b>NAME:</b>  | AKHIL<br>GADIGE                          | <b>GRADE</b> | <b>P2</b> |
| <b>TITLE:</b> | <b>Software<br/>Engineer<br/>Trainee</b> |              |           |

| <b>COMPONENTS - A</b>               | <b>Limits</b> | <b>Per Month</b> | <b>Per Annum</b> |
|-------------------------------------|---------------|------------------|------------------|
| Basic                               |               | 21,667           | 2,60,000         |
| HRA                                 |               | 10,833           | 1,30,000         |
| Executive Allowance                 |               | 14,508           | 1,74,097         |
| LTA - Maximum One Month Basic       | 21,667        | 1,806            | 21,667           |
| Children Education Allowance        | 2,400         | 200              | 2,400            |
| Lunch Coupon                        | 18,000        | 1,500            | 18,000           |
| Residential Telephone Reimbursement | -             | -                | -                |
| PF (Employer's Contribution)        |               | 2,600            | 31,200           |
| Gratuity                            |               | 1,053            | 12,636           |
| <b>Fixed Compensation</b>           |               | <b>54,167</b>    | <b>3,50,000</b>  |
| Insurance                           |               | 2,667            | 32,000           |
| <b>STI</b>                          |               |                  | <b>60,600</b>    |
| <b>Total Compensation</b>           |               |                  | <b>500000</b>    |

**Note:**

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FBP Component can be changed three times a year before December of each year as per finance guidelines



Dear **HEMANTH KUMAR B**

On behalf of Mu Sigma., it is our pleasure to confirm your selection for employment as “**Software Engineer- Trainee**”, in our **India** operations. We are very excited to extend this offer, and the opportunity it represents, with great confidence in your abilities.

We will be pleased to offer you on the following terms & conditions:

Designation : **Software Engineer – Trainee**

Total Cost to Company: **Rs. 500000- per annum**

Compensation: **As Detailed in Annexure I**

The company will make deductions as may be necessary as per Statutory compliance with State / Central tax laws.

Your Initial Posting will be at **Bangalore** However, your services are transferable to any other place or office of the Company or to any subsidiary or associate company; whether now existing or still to be formed. Such transfer / deputation will be in accordance with the company’s rules being in force at the time. You are required to work from office on all 5 working days (Mon to Fri) for a period of 6 months from your date of joining , post which the schedule will be decided by the organization based on the requirements.

This letter will be followed by a background verification email and you will be required to share relevant documents as requested. Upon successful initiation of background verification, we will mail you a detailed offer letter before join us in July/August (Based Final Exams). It will include your date of joining, initial posting location and complete employment terms & conditions. Kindly consider this letter as an indicative offer, to begin with the on-boarding process.

Sincerely,  
Mu Sigma

**Annexure I**

|               |                           |              |           |
|---------------|---------------------------|--------------|-----------|
| <b>NAME:</b>  | HEMANTH KUMAR B           | <b>GRADE</b> | <b>P2</b> |
| <b>TITLE:</b> | Software Engineer Trainee |              |           |

| COMPONENTS - A                      | Limits | Per Month     | Per Annum       |
|-------------------------------------|--------|---------------|-----------------|
| Basic                               |        | 21,667        | 2,60,000        |
| HRA                                 |        | 10,833        | 1,30,000        |
| Executive Allowance                 |        | 14,508        | 1,74,097        |
| LTA - Maximum One Month Basic       | 21,667 | 1,806         | 21,667          |
| Children Education Allowance        | 2,400  | 200           | 2,400           |
| Lunch Coupon                        | 18,000 | 1,500         | 18,000          |
| Residential Telephone Reimbursement | -      | -             | -               |
| PF (Employer's Contribution)        |        | 2,600         | 31,200          |
| Gratuity                            |        | 1,053         | 12,636          |
| <b>Fixed Compensation</b>           |        | <b>54,167</b> | <b>3,50,000</b> |
| Insurance                           |        | 2,667         | 32,000          |
| <b>STI</b>                          |        |               | <b>60,600</b>   |
| <b>Total Compensation</b>           |        |               | <b>500000</b>   |

**Note:**

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Dear **IMAN MAKNOJIA**

On behalf of Mu Sigma., it is our pleasure to confirm your selection for employment as “**Software Engineer- Trainee**”, in our **India** operations. We are very excited to extend this offer, and the opportunity it represents, with great confidence in your abilities.

We will be pleased to offer you on the following terms & conditions:

Designation : **Software Engineer – Trainee**

Total Cost to Company: **Rs. 500000- per annum**

Compensation: **As Detailed in Annexure I**

The company will make deductions as may be necessary as per Statutory compliance with State / Central tax laws.

Your Initial Posting will be at **Bangalore** However, your services are transferable to any other place or office of the Company or to any subsidiary or associate company; whether now existing or still to be formed. Such transfer / deputation will be in accordance with the company’s rules being in force at the time. You are required to work from office on all 5 working days (Mon to Fri) for a period of 6 months from your date of joining , post which the schedule will be decided by the organization based on the requirements.

This letter will be followed by a background verification email and you will be required to share relevant documents as requested. Upon successful initiation of background verification, we will mail you a detailed offer letter before join us in July/August (Based Final Exams). It will include your date of joining, initial posting location and complete employment terms & conditions. Kindly consider this letter as an indicative offer, to begin with the on-boarding process.

Sincerely,  
Mu Sigma

**Annexure I**

|               |                                          |              |           |
|---------------|------------------------------------------|--------------|-----------|
| <b>NAME:</b>  | IMAN<br>MAKNOJIA                         | <b>GRADE</b> | <b>P2</b> |
| <b>TITLE:</b> | <b>Software<br/>Engineer<br/>Trainee</b> |              |           |

| <b>COMPONENTS - A</b>               | <b>Limits</b> | <b>Per Month</b> | <b>Per Annum</b> |
|-------------------------------------|---------------|------------------|------------------|
| Basic                               |               | 21,667           | 2,60,000         |
| HRA                                 |               | 10,833           | 1,30,000         |
| Executive Allowance                 |               | 14,508           | 1,74,097         |
| LTA - Maximum One Month Basic       | 21,667        | 1,806            | 21,667           |
| Children Education Allowance        | 2,400         | 200              | 2,400            |
| Lunch Coupon                        | 18,000        | 1,500            | 18,000           |
| Residential Telephone Reimbursement | -             | -                | -                |
| PF (Employer's Contribution)        |               | 2,600            | 31,200           |
| Gratuity                            |               | 1,053            | 12,636           |
| <b>Fixed Compensation</b>           |               | <b>54,167</b>    | <b>3,50,000</b>  |
| Insurance                           |               | 2,667            | 32,000           |
| <b>STI</b>                          |               |                  | <b>60,600</b>    |
| <b>Total Compensation</b>           |               |                  | <b>500000</b>    |

**Note:**

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FBP Component can be changed three times a year before December of each year as per finance guidelines





Dear **K.ABHINANDHAN**

On behalf of Mu Sigma., it is our pleasure to confirm your selection for employment as “**Software Engineer- Trainee**”, in our **India** operations. We are very excited to extend this offer, and the opportunity it represents, with great confidence in your abilities.

We will be pleased to offer you on the following terms & conditions:

Designation : **Software Engineer – Trainee**

Total Cost to Company: **Rs. 500000- per annum**

Compensation: **As Detailed in Annexure I**

The company will make deductions as may be necessary as per Statutory compliance with State / Central tax laws.

Your Initial Posting will be at **Bangalore** However, your services are transferable to any other place or office of the Company or to any subsidiary or associate company; whether now existing or still to be formed. Such transfer / deputation will be in accordance with the company’s rules being in force at the time. You are required to work from office on all 5 working days (Mon to Fri) for a period of 6 months from your date of joining , post which the schedule will be decided by the organization based on the requirements.

This letter will be followed by a background verification email and you will be required to share relevant documents as requested. Upon successful initiation of background verification, we will mail you a detailed offer letter before join us in July/August (Based Final Exams). It will include your date of joining, initial posting location and complete employment terms & conditions. Kindly consider this letter as an indicative offer, to begin with the on-boarding process.

Sincerely,  
Mu Sigma

**Annexure I**

|               |                                          |              |           |
|---------------|------------------------------------------|--------------|-----------|
| <b>NAME:</b>  | K.ABHINAND<br>HAN                        |              |           |
| <b>TITLE:</b> | <b>Software<br/>Engineer<br/>Trainee</b> | <b>GRADE</b> | <b>P2</b> |

| <b>COMPONENTS - A</b>               | <b>Limits</b> | <b>Per Month</b> | <b>Per Annum</b> |
|-------------------------------------|---------------|------------------|------------------|
| Basic                               |               | 21,667           | 2,60,000         |
| HRA                                 |               | 10,833           | 1,30,000         |
| Executive Allowance                 |               | 14,508           | 1,74,097         |
| LTA - Maximum One Month Basic       | 21,667        | 1,806            | 21,667           |
| Children Education Allowance        | 2,400         | 200              | 2,400            |
| Lunch Coupon                        | 18,000        | 1,500            | 18,000           |
| Residential Telephone Reimbursement | -             | -                | -                |
| PF (Employer's Contribution)        |               | 2,600            | 31,200           |
| Gratuity                            |               | 1,053            | 12,636           |
| <b>Fixed Compensation</b>           |               | <b>54,167</b>    | <b>3,50,000</b>  |
| Insurance                           |               | 2,667            | 32,000           |
| <b>STI</b>                          |               |                  | <b>60,600</b>    |
| <b>Total Compensation</b>           |               |                  | <b>500000</b>    |

**Note:**

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FBP Component can be changed three times a year before December of each year as per finance guidelines



Dear **K.N.PRAJWAL SAI**

On behalf of Mu Sigma., it is our pleasure to confirm your selection for employment as “**Software Engineer- Trainee**”, in our **India** operations. We are very excited to extend this offer, and the opportunity it represents, with great confidence in your abilities.

We will be pleased to offer you on the following terms & conditions:

Designation : **Software Engineer – Trainee**

Total Cost to Company: **Rs. 500000- per annum**

Compensation: **As Detailed in Annexure I**

The company will make deductions as may be necessary as per Statutory compliance with State / Central tax laws.

Your Initial Posting will be at **Bangalore** However, your services are transferable to any other place or office of the Company or to any subsidiary or associate company; whether now existing or still to be formed. Such transfer / deputation will be in accordance with the company’s rules being in force at the time. You are required to work from office on all 5 working days (Mon to Fri) for a period of 6 months from your date of joining , post which the schedule will be decided by the organization based on the requirements.

This letter will be followed by a background verification email and you will be required to share relevant documents as requested. Upon successful initiation of background verification, we will mail you a detailed offer letter before join us in July/August (Based Final Exams). It will include your date of joining, initial posting location and complete employment terms & conditions. Kindly consider this letter as an indicative offer, to begin with the on-boarding process.

Sincerely,  
Mu Sigma

**Annexure I**

|               |                                          |              |           |
|---------------|------------------------------------------|--------------|-----------|
| <b>NAME:</b>  | K.N.PRAJWA<br>L SAI                      |              |           |
| <b>TITLE:</b> | <b>Software<br/>Engineer<br/>Trainee</b> | <b>GRADE</b> | <b>P2</b> |

| COMPONENTS - A                      | Limits | Per Month     | Per Annum       |
|-------------------------------------|--------|---------------|-----------------|
| Basic                               |        | 21,667        | 2,60,000        |
| HRA                                 |        | 10,833        | 1,30,000        |
| Executive Allowance                 |        | 14,508        | 1,74,097        |
| LTA - Maximum One Month Basic       | 21,667 | 1,806         | 21,667          |
| Children Education Allowance        | 2,400  | 200           | 2,400           |
| Lunch Coupon                        | 18,000 | 1,500         | 18,000          |
| Residential Telephone Reimbursement | -      | -             | -               |
| PF (Employer's Contribution)        |        | 2,600         | 31,200          |
| Gratuity                            |        | 1,053         | 12,636          |
| <b>Fixed Compensation</b>           |        | <b>54,167</b> | <b>3,50,000</b> |
| Insurance                           |        | 2,667         | 32,000          |
| <b>STI</b>                          |        |               | <b>60,600</b>   |
| <b>Total Compensation</b>           |        |               | <b>500000</b>   |

**Note:**

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 FBP Component can be changed three times a year before December of each year as per finance guidelines



**4<sup>th</sup> April 2022**

**Chavan Sharad Raj,**

**Dear Chavan Sharad Raj,**

Congratulations! Noitacude is pleased to extend an offer of employment to you on the following terms and conditions.

### **1. APPOINTMENT**

#### **Position**

You will be appointed as **Assistant Psychologist** to be based in **Bangalore**. You shall perform such duties as may from time to time be assigned to you and shall comply with all reasonable directions by the company. A minimum work commitment of one academic year is required.

#### **Job Grade**

**Assistant Psychologist, 2.**

### **COMMENCEMENT DATE**

15<sup>th</sup> May, 2022.

In the event that your actual commencement date is different from the above, the date recorded in Noitacude HR System shall be regarded as final.

### **3. WORKING DAYS**

Mondays to Saturday

### **4. PAY AND BENEFITS**

Salary will be INR 25,000 per month.



## **Noitacudelectual Property of other Employer(s)**

Noitacude has extended this offer to you based upon your general knowledge, background, experience and skills and abilities and not because of your knowledge of your current employer's or any previous employer's trade secrets or other company specific information. As a condition of employment at Noitacude, you agree not to disclose or use confidential or proprietary information or any trade secrets of any current or prior employer. In this regard, you should be extremely careful not to bring to Noitacude any documents or other materials in tangible form belonging to or acquired from any current or prior employer.

## **Noitacude Code of Conduct**

You hereby confirm that you have received a copy of Noitacude Code of Conduct (COCs) along-with this letter. You agree that you shall be responsible to familiarize yourself with and follow Noitacude COCs at all times during your employment with Noitacude. Non Compliance of COCs by you may lead to disciplinary action up to and including termination.

## **Personal Data**

I am aware of and hereby consent to the collection and processing of any personal data or information including employment necessary "sensitive data" (relevantly, financial information such as bank account details, physical, mental or psychological health information or medical records and history) for the purpose of delivering my compensation and benefits in accordance with the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011. I also consent to the transfer of such data to authorized third parties, contractors or vendors who are engaged to administer Noitacude payroll or benefits administration. I understand the collection and processing of my personal data will comply with all relevant data protection laws and regulations.

## **Declaration**

You hereby confirm and declare that you are not related to or connected with any director of the Company and your appointment, if made, will not be subject to section 314 of the Companies Act, 1956.

**During the period of your employment, you will be governed by the prevailing employee handbook of your site, Noitacude employee contract, operating policies and procedures, notices and new regulations as there may be, which are issued and or amended with cause, from time to time.**



This offer of employment is subject to your successful completion of your stated level of academic achievement. If you are a college or university graduate and are awaiting the results of your final examinations, you must provide Noitacude with an official academic transcript / certificate that prove that you have passed your final examinations and/or have successfully completed your stated level of academic achievement within two (2) months from your commencement date

Please also find attached herewith the Employee Agreement form in duplicate which you shall be required to sign at the time of joining.

This offer is valid for **5 business days** from the date stated above, after which we will consider the offer null and void. Kindly sign this letter and return the same (one set) to us signifying your acceptance of our offer.

We are pleased to have you join us as a member of our staff and are looking forward to a challenging and rewarding association.

### Authorized Signatory

### Human Resources



### Declaration & Acknowledgement:

I, Chavan Sharad Raj, accept the above-mentioned terms and conditions of employment. By signing this letter, I confirm that all personal information provided to Noitacude is correct and that I do not have any criminal convictions. I also understand that failure to disclose accurate information will render me liable for disciplinary action up to and including termination of my employment.

---

Signature of Employee & Date



**4<sup>th</sup> April 2022**

**DEEKSHA NANDINI CHAKRAVARTHY,**

**Dear DEEKSHA NANDINI CHAKRAVARTHY,**

Congratulations! Noitacude is pleased to extend an offer of employment to you on the following terms and conditions.

### **1. APPOINTMENT**

#### **Position**

You will be appointed as **Assistant Psychologist** to be based in **Bangalore**. You shall perform such duties as may from time to time be assigned to you and shall comply with all reasonable directions by the company. A minimum work commitment of one academic year is required.

#### **Job Grade**

**Assistant Psychologist, 2.**

### **COMMENCEMENT DATE**

15<sup>th</sup> May, 2022.

In the event that your actual commencement date is different from the above, the date recorded in Noitacude HR System shall be regarded as final.

### **3. WORKING DAYS**

Mondays to Saturday

### **4. PAY AND BENEFITS**

Salary will be INR 25,000 per month.





## **Noitacudelectual Property of other Employer(s)**

Noitacude has extended this offer to you based upon your general knowledge, background, experience and skills and abilities and not because of your knowledge of your current employer's or any previous employer's trade secrets or other company specific information. As a condition of employment at Noitacude, you agree not to disclose or use confidential or proprietary information or any trade secrets of any current or prior employer. In this regard, you should be extremely careful not to bring to Noitacude any documents or other materials in tangible form belonging to or acquired from any current or prior employer.

## **Noitacude Code of Conduct**

You hereby confirm that you have received a copy of Noitacude Code of Conduct (COCs) along-with this letter. You agree that you shall be responsible to familiarize yourself with and follow Noitacude COCs at all times during your employment with Noitacude. Non Compliance of COCs by you may lead to disciplinary action up to and including termination.

## **Personal Data**

I am aware of and hereby consent to the collection and processing of any personal data or information including employment necessary "sensitive data" (relevantly, financial information such as bank account details, physical, mental or psychological health information or medical records and history) for the purpose of delivering my compensation and benefits in accordance with the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011. I also consent to the transfer of such data to authorized third parties, contractors or vendors who are engaged to administer Noitacude payroll or benefits administration. I understand the collection and processing of my personal data will comply with all relevant data protection laws and regulations.

## **Declaration**

You hereby confirm and declare that you are not related to or connected with any director of the Company and your appointment, if made, will not be subject to section 314 of the Companies Act, 1956.

**During the period of your employment, you will be governed by the prevailing employee handbook of your site, Noitacude employee contract, operating policies and procedures, notices and new regulations as there may be, which are issued and or amended with cause, from time to time.**



This offer of employment is subject to your successful completion of your stated level of academic achievement. If you are a college or university graduate and are awaiting the results of your final examinations, you must provide Noitacude with an official academic transcript / certificate that prove that you have passed your final examinations and/or have successfully completed your stated level of academic achievement within two (2) months from your commencement date

Please also find attached herewith the Employee Agreement form in duplicate which you shall be required to sign at the time of joining.

This offer is valid for **5 business days** from the date stated above, after which we will consider the offer null and void. Kindly sign this letter and return the same (one set) to us signifying your acceptance of our offer.

We are pleased to have you join us as a member of our staff and are looking forward to a challenging and rewarding association.

### Authorized Signatory

### Human Resources

### Declaration & Acknowledgement:

I, DEEKSHA NANDINI CHAKRAVARTHY, accept the above-mentioned terms and conditions of employment. By signing this letter, I confirm that all personal information provided to Noitacude is correct and that I do not have any criminal convictions. I also understand that failure to disclose accurate information will render me liable for disciplinary action up to and including termination of my employment.

---



Signature of Employee & Date



**4<sup>th</sup> April 2022**

**Gopika Suresh,**

**Dear Gopika Suresh,**

Congratulations! Noitacude is pleased to extend an offer of employment to you on the following terms and conditions.

### **1. APPOINTMENT**

#### **Position**

You will be appointed as **Assistant Psychologist** to be based in **Bangalore**. You shall perform such duties as may from time to time be assigned to you and shall comply with all reasonable directions by the company. A minimum work commitment of one academic year is required.

#### **Job Grade**

**Assistant Psychologist, 2.**

### **COMMENCEMENT DATE**

15<sup>th</sup> May, 2022.

In the event that your actual commencement date is different from the above, the date recorded in Noitacude HR System shall be regarded as final.

### **3. WORKING DAYS**

Mondays to Saturday

### **4. PAY AND BENEFITS**

Salary will be INR 25,000 per month.



## **Noitacudelectual Property of other Employer(s)**

Noitacude has extended this offer to you based upon your general knowledge, background, experience and skills and abilities and not because of your knowledge of your current employer's or any previous employer's trade secrets or other company specific information. As a condition of employment at Noitacude, you agree not to disclose or use confidential or proprietary information or any trade secrets of any current or prior employer. In this regard, you should be extremely careful not to bring to Noitacude any documents or other materials in tangible form belonging to or acquired from any current or prior employer.

## **Noitacude Code of Conduct**

You hereby confirm that you have received a copy of Noitacude Code of Conduct (COCs) along-with this letter. You agree that you shall be responsible to familiarize yourself with and follow Noitacude COCs at all times during your employment with Noitacude. Non Compliance of COCs by you may lead to disciplinary action up to and including termination.

## **Personal Data**

I am aware of and hereby consent to the collection and processing of any personal data or information including employment necessary "sensitive data" (relevantly, financial information such as bank account details, physical, mental or psychological health information or medical records and history) for the purpose of delivering my compensation and benefits in accordance with the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011. I also consent to the transfer of such data to authorized third parties, contractors or vendors who are engaged to administer Noitacude payroll or benefits administration. I understand the collection and processing of my personal data will comply with all relevant data protection laws and regulations.

## **Declaration**

You hereby confirm and declare that you are not related to or connected with any director of the Company and your appointment, if made, will not be subject to section 314 of the Companies Act, 1956.

**During the period of your employment, you will be governed by the prevailing employee handbook of your site, Noitacude employee contract, operating policies and procedures, notices and new regulations as there may be, which are issued and or amended with cause, from time to time.**



This offer of employment is subject to your successful completion of your stated level of academic achievement. If you are a college or university graduate and are awaiting the results of your final examinations, you must provide Noitacude with an official academic transcript / certificate that prove that you have passed your final examinations and/or have successfully completed your stated level of academic achievement within two (2) months from your commencement date

Please also find attached herewith the Employee Agreement form in duplicate which you shall be required to sign at the time of joining.

This offer is valid for **5 business days** from the date stated above, after which we will consider the offer null and void. Kindly sign this letter and return the same (one set) to us signifying your acceptance of our offer.

We are pleased to have you join us as a member of our staff and are looking forward to a challenging and rewarding association.

### Authorized Signatory

### Human Resources



### Declaration & Acknowledgement:

I, Gopika Suresh, accept the above-mentioned terms and conditions of employment. By signing this letter, I confirm that all personal information provided to Noitacude is correct and that I do not have any criminal convictions. I also understand that failure to disclose accurate information will render me liable for disciplinary action up to and including termination of my employment.

---

Signature of Employee & Date



**4<sup>th</sup> April 2022**

**Lisa Jain,**

**Dear Lisa Jain,**

Congratulations! Noitacude is pleased to extend an offer of employment to you on the following terms and conditions.

## **1. APPOINTMENT**

### **Position**

You will be appointed as **Assistant Psychologist** to be based in **Bangalore**. You shall perform such duties as may from time to time be assigned to you and shall comply with all reasonable directions by the company. A minimum work commitment of one academic year is required.

### **Job Grade**

**Assistant Psychologist, 2.**

## **COMMENCEMENT DATE**

15<sup>th</sup> May, 2022.

In the event that your actual commencement date is different from the above, the date recorded in Noitacude HR System shall be regarded as final.

## **3. WORKING DAYS**

Mondays to Saturday

## **4. PAY AND BENEFITS**

Salary will be INR 25,000 per month.



## **Noitacudelectual Property of other Employer(s)**

Noitacude has extended this offer to you based upon your general knowledge, background, experience and skills and abilities and not because of your knowledge of your current employer's or any previous employer's trade secrets or other company specific information. As a condition of employment at Noitacude, you agree not to disclose or use confidential or proprietary information or any trade secrets of any current or prior employer. In this regard, you should be extremely careful not to bring to Noitacude any documents or other materials in tangible form belonging to or acquired from any current or prior employer.

## **Noitacude Code of Conduct**

You hereby confirm that you have received a copy of Noitacude Code of Conduct (COCs) along-with this letter. You agree that you shall be responsible to familiarize yourself with and follow Noitacude COCs at all times during your employment with Noitacude. Non Compliance of COCs by you may lead to disciplinary action up to and including termination.

## **Personal Data**

I am aware of and hereby consent to the collection and processing of any personal data or information including employment necessary "sensitive data" (relevantly, financial information such as bank account details, physical, mental or psychological health information or medical records and history) for the purpose of delivering my compensation and benefits in accordance with the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011. I also consent to the transfer of such data to authorized third parties, contractors or vendors who are engaged to administer Noitacude payroll or benefits administration. I understand the collection and processing of my personal data will comply with all relevant data protection laws and regulations.

## **Declaration**

You hereby confirm and declare that you are not related to or connected with any director of the Company and your appointment, if made, will not be subject to section 314 of the Companies Act, 1956.

**During the period of your employment, you will be governed by the prevailing employee handbook of your site, Noitacude employee contract, operating policies and procedures, notices and new regulations as there may be, which are issued and or amended with cause, from time to time.**





This offer of employment is subject to your successful completion of your stated level of academic achievement. If you are a college or university graduate and are awaiting the results of your final examinations, you must provide Noitacude with an official academic transcript / certificate that prove that you have passed your final examinations and/or have successfully completed your stated level of academic achievement within two (2) months from your commencement date

Please also find attached herewith the Employee Agreement form in duplicate which you shall be required to sign at the time of joining.

This offer is valid for **5 business days** from the date stated above, after which we will consider the offer null and void. Kindly sign this letter and return the same (one set) to us signifying your acceptance of our offer.

We are pleased to have you join us as a member of our staff and are looking forward to a challenging and rewarding association.

### Authorized Signatory

### Human Resources



### Declaration & Acknowledgement:

I, Lisa Jain, accept the above-mentioned terms and conditions of employment. By signing this letter, I confirm that all personal information provided to Noitacude is correct and that I do not have any criminal convictions. I also understand that failure to disclose accurate information will render me liable for disciplinary action up to and including termination of my employment.

---

Signature of Employee & Date



**4<sup>th</sup> April 2022**

**MENON SHALINI SHRIRAM,**

**Dear MENON SHALINI SHRIRAM,**

Congratulations! Noitacude is pleased to extend an offer of employment to you on the following terms and conditions.

### **1. APPOINTMENT**

#### **Position**

You will be appointed as **Assistant Psychologist** to be based in **Bangalore**. You shall perform such duties as may from time to time be assigned to you and shall comply with all reasonable directions by the company. A minimum work commitment of one academic year is required.

#### **Job Grade**

**Assistant Psychologist, 2.**

### **COMMENCEMENT DATE**

15<sup>th</sup> May, 2022.

In the event that your actual commencement date is different from the above, the date recorded in Noitacude HR System shall be regarded as final.

### **3. WORKING DAYS**

Mondays to Saturday

### **4. PAY AND BENEFITS**

Salary will be INR 25,000 per month.



## **Noitacudelectual Property of other Employer(s)**

Noitacude has extended this offer to you based upon your general knowledge, background, experience and skills and abilities and not because of your knowledge of your current employer's or any previous employer's trade secrets or other company specific information. As a condition of employment at Noitacude, you agree not to disclose or use confidential or proprietary information or any trade secrets of any current or prior employer. In this regard, you should be extremely careful not to bring to Noitacude any documents or other materials in tangible form belonging to or acquired from any current or prior employer.

## **Noitacude Code of Conduct**

You hereby confirm that you have received a copy of Noitacude Code of Conduct (COCs) along-with this letter. You agree that you shall be responsible to familiarize yourself with and follow Noitacude COCs at all times during your employment with Noitacude. Non Compliance of COCs by you may lead to disciplinary action up to and including termination.

## **Personal Data**

I am aware of and hereby consent to the collection and processing of any personal data or information including employment necessary "sensitive data" (relevantly, financial information such as bank account details, physical, mental or psychological health information or medical records and history) for the purpose of delivering my compensation and benefits in accordance with the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011. I also consent to the transfer of such data to authorized third parties, contractors or vendors who are engaged to administer Noitacude payroll or benefits administration. I understand the collection and processing of my personal data will comply with all relevant data protection laws and regulations.

## **Declaration**

You hereby confirm and declare that you are not related to or connected with any director of the Company and your appointment, if made, will not be subject to section 314 of the Companies Act, 1956.

**During the period of your employment, you will be governed by the prevailing employee handbook of your site, Noitacude employee contract, operating policies and procedures, notices and new regulations as there may be, which are issued and or amended with cause, from time to time.**



This offer of employment is subject to your successful completion of your stated level of academic achievement. If you are a college or university graduate and are awaiting the results of your final examinations, you must provide Noitacude with an official academic transcript / certificate that prove that you have passed your final examinations and/or have successfully completed your stated level of academic achievement within two (2) months from your commencement date

Please also find attached herewith the Employee Agreement form in duplicate which you shall be required to sign at the time of joining.

This offer is valid for **5 business days** from the date stated above, after which we will consider the offer null and void. Kindly sign this letter and return the same (one set) to us signifying your acceptance of our offer.

We are pleased to have you join us as a member of our staff and are looking forward to a challenging and rewarding association.

### Authorized Signatory

### Human Resources



### Declaration & Acknowledgement:

I, MENON SHALINI SHRIRAM, accept the above-mentioned terms and conditions of employment. By signing this letter, I confirm that all personal information provided to Noitacude is correct and that I do not have any criminal convictions. I also understand that failure to disclose accurate information will render me liable for disciplinary action up to and including termination of my employment.

---

Signature of Employee & Date



**4<sup>th</sup> April 2022**

**SHARIN MATHEW,**

**Dear SHARIN MATHEW,**

Congratulations! Noitacude is pleased to extend an offer of employment to you on the following terms and conditions.

## **1. APPOINTMENT**

### **Position**

You will be appointed as **Assistant Psychologist** to be based in **Bangalore**. You shall perform such duties as may from time to time be assigned to you and shall comply with all reasonable directions by the company. A minimum work commitment of one academic year is required.

### **Job Grade**

**Assistant Psychologist, 2.**

## **COMMENCEMENT DATE**

15<sup>th</sup> May, 2022.

In the event that your actual commencement date is different from the above, the date recorded in Noitacude HR System shall be regarded as final.

## **3. WORKING DAYS**

Mondays to Saturday

## **4. PAY AND BENEFITS**

Salary will be INR 25,000 per month.



## **Noitacudelectual Property of other Employer(s)**

Noitacude has extended this offer to you based upon your general knowledge, background, experience and skills and abilities and not because of your knowledge of your current employer's or any previous employer's trade secrets or other company specific information. As a condition of employment at Noitacude, you agree not to disclose or use confidential or proprietary information or any trade secrets of any current or prior employer. In this regard, you should be extremely careful not to bring to Noitacude any documents or other materials in tangible form belonging to or acquired from any current or prior employer.

## **Noitacude Code of Conduct**

You hereby confirm that you have received a copy of Noitacude Code of Conduct (COCs) along-with this letter. You agree that you shall be responsible to familiarize yourself with and follow Noitacude COCs at all times during your employment with Noitacude. Non Compliance of COCs by you may lead to disciplinary action up to and including termination.

## **Personal Data**

I am aware of and hereby consent to the collection and processing of any personal data or information including employment necessary "sensitive data" (relevantly, financial information such as bank account details, physical, mental or psychological health information or medical records and history) for the purpose of delivering my compensation and benefits in accordance with the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011. I also consent to the transfer of such data to authorized third parties, contractors or vendors who are engaged to administer Noitacude payroll or benefits administration. I understand the collection and processing of my personal data will comply with all relevant data protection laws and regulations.

## **Declaration**

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We are pleased to have you join us as a member of our staff and are looking forward to a challenging and rewarding association.

### Authorized Signatory

### Human Resources



### Declaration & Acknowledgement:

I, SHARIN MATHEW, accept the above-mentioned terms and conditions of employment. By signing this letter, I confirm that all personal information provided to Noitacude is correct and that I do not have any criminal convictions. I also understand that failure to disclose accurate information will render me liable for disciplinary action up to and including termination of my employment.

---

Signature of Employee & Date



**4<sup>th</sup> April 2022**

**SHARMA RANJITA SURESH,**

**Dear SHARMA RANJITA SURESH,**

Congratulations! Noitacude is pleased to extend an offer of employment to you on the following terms and conditions.

### **1. APPOINTMENT**

#### **Position**

You will be appointed as **Assistant Psychologist** to be based in **Bangalore**. You shall perform such duties as may from time to time be assigned to you and shall comply with all reasonable directions by the company. A minimum work commitment of one academic year is required.

#### **Job Grade**

**Assistant Psychologist, 2.**

### **COMMENCEMENT DATE**

15<sup>th</sup> May, 2022.

In the event that your actual commencement date is different from the above, the date recorded in Noitacude HR System shall be regarded as final.

### **3. WORKING DAYS**

Mondays to Saturday

### **4. PAY AND BENEFITS**

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We are pleased to have you join us as a member of our staff and are looking forward to a challenging and rewarding association.

### Authorized Signatory

### Human Resources



### Declaration & Acknowledgement:

I, SHARMA RANJITA SURESH, accept the above-mentioned terms and conditions of employment. By signing this letter, I confirm that all personal information provided to Noitacude is correct and that I do not have any criminal convictions. I also understand that failure to disclose accurate information will render me liable for disciplinary action up to and including termination of my employment.

---

Signature of Employee & Date



**4<sup>th</sup> April 2022**

**Shweta Sunil,**

**Dear Shweta Sunil,**

Congratulations! Noitacude is pleased to extend an offer of employment to you on the following terms and conditions.

## **1. APPOINTMENT**

### **Position**

You will be appointed as **Assistant Psychologist** to be based in **Bangalore**. You shall perform such duties as may from time to time be assigned to you and shall comply with all reasonable directions by the company. A minimum work commitment of one academic year is required.

### **Job Grade**

**Assistant Psychologist, 2.**

## **COMMENCEMENT DATE**

15<sup>th</sup> May, 2022.

In the event that your actual commencement date is different from the above, the date recorded in Noitacude HR System shall be regarded as final.

## **3. WORKING DAYS**

Mondays to Saturday

## **4. PAY AND BENEFITS**

Salary will be INR 25,000 per month.



## **Noitacudelectual Property of other Employer(s)**

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## **Declaration**

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**During the period of your employment, you will be governed by the prevailing employee handbook of your site, Noitacude employee contract, operating policies and procedures, notices and new regulations as there may be, which are issued and or amended with cause, from time to time.**



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Please also find attached herewith the Employee Agreement form in duplicate which you shall be required to sign at the time of joining.

This offer is valid for **5 business days** from the date stated above, after which we will consider the offer null and void. Kindly sign this letter and return the same (one set) to us signifying your acceptance of our offer.

We are pleased to have you join us as a member of our staff and are looking forward to a challenging and rewarding association.

### Authorized Signatory

### Human Resources



### Declaration & Acknowledgement:

I, Shweta Sunil, accept the above-mentioned terms and conditions of employment. By signing this letter, I confirm that all personal information provided to Noitacude is correct and that I do not have any criminal convictions. I also understand that failure to disclose accurate information will render me liable for disciplinary action up to and including termination of my employment.

---

Signature of Employee & Date



**Deloitte Tax Services India Private Limited**  
**Deloitte Tower Survey No. 41 Gachibowli Village, Ranga**  
**Reddy District, CIRCLE 3, Hyderabad - 500032, Telangana,**  
**India**

**Tel: +91 040 67621000**

**www.deloitte.com**

**NAFISA KHAN**

**Subject: Offer of Employment Dear**

**NAFISA KHAN**

On behalf of **Deloitte Tax Services India Private Limited** (the "Employer" or "Company"), I am pleased to confirm our offer of employment to you as **Tax Consultant I** based in **Hyderabad**.

We extend this offer, and the opportunity it represents, with great confidence in your abilities. You have made a very favorable impression with everyone you met and we are excited with the prospect of you joining our organization on **November 13, 2022**. Your immediate manager will communicate details of your role and work responsibilities in the initial weeks of your joining the Employer. During your employment, the Company may require you to work on any project that you are assigned to, on any technical platforms/skills and nature of the project, in differentiated work timing, at designated work space and location as may be decided by the company.

As part of your annual compensation, you will receive a Total Salary of **Rs. 760000/-** and, will be eligible for a performance linked variable bonus. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount could vary depending upon the business and individual performance each fiscal year and, in some situations, could exceed the payout range indicated. Any amounts paid will be subject to statutory and other deductions as per Employer policies and practices. The details of your compensation breakdown are provided in the attached Annexure A.

As an incentive to join the Company, you are eligible to receive a joining bonus of **Rs./₹ 100,000/-** subject to your reporting for full-time employment on **November 13, 2022**. This amount will attract applicable taxes and will be processed as part of your first month's payroll. You will have an obligation to repay the entire amount of your joining bonus if you resign your position or are terminated for cause by the Company within **12 months** of your start date.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

Your employment with us will be governed by the Terms and Conditions as detailed in **Annexure B**, as well as any and all rules, regulations, guidelines, policies and practices of the Employer, which may be amended from time to time. Deloitte LLP and its U.S.-based subsidiaries (the "Deloitte U.S. Firms") requires their employees to make the necessary representations regarding independence and other matters. Because the Employer is an Indian subsidiary of Deloitte LLP, we must also comply with these independence requirements. Accordingly, this offer is conditional upon you agreeing to make such representations under the Employer's Independence Representations requirements, as further explained in **Annexure B**.

Your compensation details are confidential, and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization. We would like you to join the Employer on **November 13, 2022**, or an alternative mutually agreed upon date.

This offer letter, together with the Annexures described herein, and the Non-Disclosure, Non Solicit and Intellectual Property Rights Assignment Agreement, the Information Security Policy (which you are required to sign upon joining), constitute the entire agreement between the parties with respect to the subject matter of this offer, and supersedes all other previous or contemporaneous oral or written representations, understandings or agreements relating to the subject matter of this offer between you and the Employer or its affiliates.

In compliance with applicable laws, Deloitte India (Offices of the US) provides its professionals with home pick-up and drop transport services within **pre-defined** boundary if their shift timings are between 8:30 p.m. - 6:00 a.m. in Hyderabad, 9:00 p.m. - 6:00 a.m. in Mumbai, Pune; 7:00 p.m. - 6:00 a.m. in Gurugram, 8:00 p.m. - 6:00 a.m. in Bengaluru, Chennai, and Kolkata.

This letter and **Deloitte Tax Services India Private Limited** employment application are intended to be final. To accept the offer and the terms of this letter, please sign below in the space provided within three business days.

**R**, everyone you have interviewed with joins me in extending to you congratulations and warm regards. We look forward to you joining our team.

Sincerely,

**For Deloitte Tax Services India Private Limited** Best regards,

DocuSigned by:  
*Pooja Madhani*  
2B8F65B8ECE5489...

By: \_\_\_\_\_  
Signature

**Authorized Signatory**

**Acceptance**

I, **R**, hereby accept the terms and conditions of this employment offer.

Please sign and date your Acceptance

**Annexure A**

**Tax Consultant I -**

| Description                              | Monthly (Rs. per month) | Annual (Rs. per Annum) |
|------------------------------------------|-------------------------|------------------------|
| Basic Pay                                | 20,000                  | 240,000                |
| House Rent Allowance (HRA)               | 10,000                  | 130,000                |
| Special Allowance <sup>1a &amp; 1b</sup> | 16,100                  | 193,200                |
| Leave Travel Allowance <sup>2</sup>      | 2,166                   | 26,000                 |
| Differential Allowance                   | 6,691                   | 80,633                 |
| Meal Card <sup>3</sup>                   | 2,200                   | 26,400                 |
| Employer's contribution to PF            | 2,300                   | 27,600                 |
| Total Salary (in Rs.)                    | 59,457                  | 760000                 |

|                                        |                                                                                                                                                                                                            |               |
|----------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|
| Variable Bonus*                        | You are eligible for a performance linked variable bonus. It will be paid out at the end of the fiscal year, as applicable and on the basis of your individual performance and performance of the business |               |
| Medical Insurance Premium <sup>4</sup> | <b>3,014</b>                                                                                                                                                                                               | <b>36,167</b> |

\*The Variable Bonus will vary, primarily based on your individual performance and the performance of the business, during the Employer's fiscal year which is June through May. Your performance will be formally assessed as a part of the Employer Performance Review Cycle Process. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount will vary depending upon the business and individual performance and in some circumstances, could exceed the payout range indicated. The performance of all the employees who have joined the Employer prior to March 1st will be assessed for the fiscal year ending in May. The disbursement of a Variable Bonus, if applicable, is subject to you being active on the rolls of the Employer, during the Annual Incentive Program payout cKARTHIKRAJ Kcycle for the fiscal year. For employees joining during the period March 1st to May 30th, a prorated Variable Bonus, if applicable, will be based on the first year-end review ratings in the subsequent year and paid during the Annual Incentive Program payout cycle of that year. The Variable Bonus will not be paid in the event of termination of employment for any reason on or before the disbursement time. The application and interpretation of, and any determinations related to, the Variable Bonus is at the sole discretion of Employer. Employer may amend or terminate the Variable Bonus at any time. All compensation and benefits are based on employee's position with the Employer in India.

Contd/-....

Annexure A

1

All employees may claim tax exemption, subject to tax rules from time to time, from their Special Allowance component, expenses incurred towards communication and Driver / Fuel & Maintenance Expenses as per eligibility mentioned below:

**Employee Level - Tax Consultant I**

1a

*Communication Expenses*

*Only one Post paid mobile, one Land Phone and One internet connection bill(s) can be claimed.*

1b

*Fuel Expenses*

*Petrol / Driver / Insurance / Repairs & Maintenance*

**Rs./₹ 3,000/-** per month**Rs./₹ 7,500/-** per month

1a The internet/telephone/mobile bills should be in the Employee's name.

1b

For claiming vehicle running expenses (Driver / Fuel / Repairs & Maintenance expenses) the vehicle has to be in the name of the Employee and the current tax rules are as under. The above limits will be applicable for all those who are on company car lease program and the below limits will apply for all those who are on self-owned car. In case of company leased car, taxability would be as per the current perquisite valuation rules.

| Nature of Expenses | Own Vehicle –Maximum Tax exemption limit per month |           |                |
|--------------------|----------------------------------------------------|-----------|----------------|
|                    | 4 Wheelers (Engine Capacity)                       |           |                |
|                    | <= 1600 cc                                         | > 1600 cc | Two Wheelers   |
| Fuel & Maintenance | Rs. 1,800                                          | Rs. 2,400 | Rs. 900        |
| Driver's Salary    | Rs. 900                                            | Rs. 900   | Not applicable |

All employees at and above **Senior Staff** are eligible for the company car lease program. If you choose to avail of this benefit, the amount towards lease rental will be paid by the firm on your behalf to the leasing company and your compensation structure will be adjusted accordingly. A revised letter with the new compensation structure will be issued that will supersede this letter for all practical purposes.

2

The Leave Travel Allowance (LTA) will be paid on a monthly basis as an allowance with tax deducted at source. If you choose to avail the tax benefit on LTA, you should submit proof of expenses incurred by you for Self and / your immediate dependents. The taxability or otherwise of LTA will be as per the Income Tax Act 1961, details of which will form part of the LTA Form.



3 Meal Card amount will be credited at the start of each month and for the first month (For New Hires) prorated amount will be processed as part of payroll. If not collected, it will be processed as a taxable amount with the salary.

4 Annual Floating Medical Insurance Coverage for self and **6 dependents** is being paid by the Employer on your behalf. The premium amount is subject to change every year post renewal of insurance policy. In case you opt for an enhancement of the coverage limit, the additional premium will be adjusted accordingly from the special allowance.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

You may also be eligible to either a One-time Stipend or a temporary lodging basis joining the registered office location, you will receive a survey from Deloitte prior to your joining.

You may select the best option for availing the relocation assistance. If an employee who has availed this reimbursement decides to quit within 18 months from the date of relocation claim for whatever reason, the relocation reimbursement paid to the employee will be recovered in full, from the employee's full and final settlement.

By joining the Company, you will become a member under the 'Deloitte USI Employees Welfare Trust' and may be required to make a nominal contribution as a member.

Original bills towards the above components should be submitted during the Income Tax fiscal period evidencing the expenditure to get Income Tax exemption, failing which the same will attract applicable Income Tax.

Submission of false, tampered or altered bills as proof of expense for any of the above components will result in disciplinary action including termination of employment.

**Your compensation above is subject to income tax deduction per rules and guidelines prescribed under the prevailing tax laws. This may change from time to time in line with the amendments done in tax laws.**



**Hyderabad**

## **Annexure B**

### **Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement ("Employment Agreement")**

In consideration of my employment by **Deloitte Tax Services India Private Limited**, an Employer incorporated under the provisions of the Companies Act, 1956 and having its registered office **Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District, CIRCLE 3, Hyderabad - 500032, Telangana, India** (the "Employer") as **Tax Consultant I** - and other valuable consideration, I acknowledge and agree that:

#### **PRELIMINARY MATTERS**

**1. Defined Terms.** The italicized terms in this agreement (the "Employment Agreement") are defined in **Exhibit A** hereto.

**2. Pre-existing Agreements or Arrangements.** I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Agreements or Arrangements*. The Employer expects me to abide by all restrictions or obligations that are contained in such Preexisting Agreements or Arrangements and to avoid involvement, while employed by the Employer, in any matter that could pose a conflict as a result of confidential information or intellectual property obtained by me prior to my *Employment*. I further represent that none of these restrictions or obligations, including those set forth in any non-compete agreements with prior employers, is inconsistent with my acceptance of the Employer's offer of *Employment* or my becoming, and serving as, **Tax Consultant I** of the Employer. To the extent applicable and if I am joining the Employer after having served as an employee or official of the United States Government, I further represent that: (1) I have disclosed my prior participation, if any, in any discussions or negotiations with, or decisions to award contracts to, the Deloitte U.S. Firms while I was employed by the United States Government; and (2) I had either recused myself or had not played an active role in the applicable United States Government agency's decision to award any contracts to the Deloitte U.S. Firms while I was employed by the United States Government.

#### **PROTECTION OF OUR BUSINESS**

**3. Reporting of Proceedings.** Except as provided by law and except as I have disclosed in writing on **Exhibit C** to this Agreement, I represent and warrant that I have no *Proceedings* to report. Should I become a subject of any *Proceedings* during my association with the Employer, I agree to immediately report, in writing, all relevant facts to the Chief Talent Officer

of Deloitte LLP, the Regional Talent Director of the Employer, and the Chief Ethics and Compliance Officer of Deloitte LLP. I understand that my responses are subject to audit and review by the Employer and others in accordance with applicable professional, ethical, legal, or Employer requirements, rules, regulations, policies, or practices, or other requests.

**4. Confidentiality.** I acknowledge that, by virtue of my *Employment*, I will acquire and be exposed to, have access to, make use of and/or create *Confidential Information*. Therefore, I agree to hold in trust and confidence all such *Confidential Information*. I will neither disclose any such *Confidential Information* to anyone outside a *Deloitte Entity* without the prior written approval of an *Authorized Signatory*, except as required by my authorized duties for the Employer, nor use any such *Confidential Information* for any purpose other than for the benefit of a *Deloitte Entity*.

**5. Third Party Information and Property.** I agree that during my *Employment*, I shall not use or disclose any confidential information or intellectual property of any former employer or other person or entity without the prior written authorization of such employer, person or entity and the prior written consent of an *Authorized Signatory*. If I were to use or disclose any such Confidential Information or Intellectual Property without prior consent, and any of the *Deloitte Entities* become the subject of any claim from a third party regarding such unauthorized use or disclosure, I agree to hold harmless and indemnify the *Deloitte Entities* for any legal defense costs and/or damages related to any such claim.

**6. Authorization.** Only employees of the Employer holding a senior or managerial position with the Employer will be authorized by a specific authorization, delegation, or power of attorney to sign legal documents, representing the Employer. Similarly, only such authorized employees of the Employer may speak about the Employer, the business and plans, various client-related projects etc.

**7. Competing Activities and Conflict of Interest.** During the period of my *Employment* I will not, directly or indirectly, participate in or in any way render services or assistance to any business that is or may be competitive with a *Deloitte Entity*, whether or not for compensation, or engage in any conduct which might result in, or create the appearance of using my position for private gain or other than for the benefit of a *Deloitte Entity*, or otherwise create a conflict, or the appearance of a conflict, of interest with a *Deloitte Entity*. Such conduct shall include, but not be limited to, having an undisclosed financial interest in any vendor or supplier of a *Deloitte Entity*, accepting payments of any kind or gifts other than of a nominal value from vendors, clients or suppliers, or having an undisclosed relationship with a family member or other individual who is employed or associated with any entity in active or potential competition with a *Deloitte Entity*, and which creates a conflict of interest. I represent and warrant that I am not currently aware of any present or past violation of this provision.

**8. Authorization to Access Systems and Electronic Communications and use of Deloitte Property.** I understand that while employed with a *Deloitte Entity*, I will use and have access to the Systems. I also acknowledge that a *Deloitte Entity* has the right at any time to access, retrieve, delete, monitor, examine, use and/or disclose my Electronic Communications and information from (or about) me and the content, without notice to me, and that such *Electronic Communications* are considered part of a *Deloitte Entity's* business and client records and are not to be considered private or personal to me or any other *Personnel*. I further acknowledge that this right extends to *Electronic Communications* transmitted for either a business or personal purpose.

I agree that I am authorized to access the *Systems* only for approved business purposes and occasional personal use if such use does not interfere with my work responsibilities and other required business activities, business operations, or *Systems* performance. However, I also acknowledge that such occasional personal use does not create an expectation of privacy as to any of my personal *Electronic Communications* and, as such, are *Deloitte Property*.

I further acknowledge that I am not authorized to use the *Systems* for personal gain or any illegal or unethical use. I agree that under no circumstances am I authorized to access any of the *Systems* for the purpose of obtaining *Deloitte Property* for a competitor of a *Deloitte Entity*, transmitting *Deloitte Property* to me (e.g., emailing *Confidential Information* to my personal email address) or to a third party for purposes other than furthering the business objectives of a *Deloitte Entity*. I am not authorized to download a *Deloitte Entity's Confidential Information* or other *Deloitte Property* to removable media such as a CD Rom, disk or thumb drive other than as authorized for furthering the business objectives of a *Deloitte Entity*.

I will be responsible for the safe keeping and return in good condition and order of all the *Deloitte Property* that may be in my use, custody, care or charge. For the loss of any *Deloitte Property* in my possession or custody or for which I have been assigned responsibility, the Employer will have a right to assess on its own basis and recover from me, the damages in respect of such materials (out of the amounts due to me or otherwise) and to take such other legal action as it deems appropriate including termination of my employment without notice or payment in lieu thereof in the event of my failure to account for such material or property to its satisfaction.

**9. Security.** I am provided with a worktable and lockable storage space. I will ensure they are locked when unattended and understand that a duplicate key will only be provided if I sign for it. I am required to display my identity card to the appropriate security personnel on demand and at all times within the office premises.

#### **10. Ownership of Works.**

a. I agree that the Employer owns all rights, title and interest in and to all *Works*.

- b. I agree that all *Works* are deemed works made for hire under India copyright or applicable laws or equivalent laws of any applicable foreign jurisdiction, and all *Intellectual Property Rights* therein vest automatically in the Employer upon creation of the *Works*. I agree that, to the extent any *Work* is held not to be a work made for hire, I hereby irrevocably assign all *Intellectual*

*Property Rights* in the *Work* to the Employer. Notwithstanding anything contained in Section 19(4) of the Indian Copyright Act, 1957, I agree that such assignment shall continue to be in force for perpetuity irrespective of whether or not the Employer exercises its rights as the assignee for any period of time.

- c. I will at all times, even after termination of my *Employment*, do whatever the Employer reasonably requests of me, at the Employer's expense, to document the assignment of any *Works* to the Employer or to assist the Employer in pursuing, renewing, extending or assigning any *Intellectual Property Rights*, and otherwise perfecting, protecting and enforcing said *Intellectual Property Rights* in, any *Works*. I agree that, as between me and the Employer, the Employer shall be the sole author, inventor, and owner of all such *Works* and *Intellectual Property Rights* therein throughout the world, and that the Employer shall have the sole right to seek copyright registrations, patents or trademark registrations, including all extensions and renewals thereof. I also hereby agree that I waive all moral rights in any *Works*.

I also agree to assign all my right, title and interest in and to any particular *Works* to a third party as directed by the Employer.

In the event the Employer is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraphs, I hereby irrevocably designate and appoint the Employer and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and in my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraphs with the same legal force and effect as if executed by me. I hereby waive any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any *Works* assigned hereunder to the Employer.

- d. During a 12 month period after termination of my *Employment*, I agree that any *Intellectual Property* I create or conceive that results from and is related to any work assigned to or performed by me for the Employer, or that was created using *Deloitte Property*, is a *Work* that is subject to Paragraph 10 (b) above. For purposes of clarification, the foregoing provision is in addition to, and not in limitation of, any rights and remedies the Employer may have under the applicable laws protecting *Intellectual Property* of the *Deloitte Entities*.

- e. I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Employer) of all *Works* developed by me during the period of my employment with the Employer, which records shall be available to and remain the sole property of the Employer at all times.

**11. Pre-existing Creations; Personal Creations.** My obligations in Paragraph 10 do not apply to *Pre-existing Creations* and *Personal Creations*. I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Creations*. I acknowledge and agree that I will not assert any ownership rights against the *Deloitte Entities*, or their respective clients, with respect to any *Pre-existing Creations* unless they appear on **Exhibit B**, and **Exhibit B** has been accepted and agreed to by an *Authorized Signatory* who has signed at the bottom of such **Exhibit B**. I further agree that I shall not use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment* without the prior written consent of an *Authorized Signatory*. To the extent that I use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment*, I agree that, except as otherwise provided in a written agreement executed by me and the Employer, I hereby grant to the Employer an irrevocable, royalty free, perpetual, fully paid up, transferable, sub-licensable license to use, reproduce, distribute, display, perform, modify and create derivative works of and otherwise exploit such *Pre-existing Creations* or *Personal Creations* for any purpose including, but not limited to, client engagements.

**12. Post- Employment Restrictions re: Clients.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or serving of certain clients related to my work for a *Deloitte Entity* would necessarily involve the unauthorized use or disclosure of *Confidential Information*, and the proprietary relationships and goodwill of the *Deloitte Entities*, and, in the case of my serving of certain clients, could compromise the full compliance of the Employer or another *Deloitte Entity* with the applicable laws, rules and regulations of a U.S. or India regulatory body or other independence-related requirement of a regulatory body. Accordingly, during the period of my *Employment* and for a period of one year thereafter, I will not, directly or indirectly, solicit or provide services to any existing client of a *Deloitte Entity* with which I had personal contact and provided services during the two-year period prior to termination of my *Employment*.

**13. Exceptions to Post- Employment Restrictions re: Clients.** I understand that the obligations of Paragraph 12 will not apply for a period of three (3) years after my start date or the date of my promotion or transfer to clients of a *Deloitte Entity* and/or certain specified kinds of services rendered to such clients that meet all of the following criteria: (a) are personal clients of mine who came to a *Deloitte Entity* solely to avail themselves of certain specified kinds of services rendered by me and only as a result of my own independent recruitment efforts, which a *Deloitte Entity* neither subsidized nor otherwise financially supported as part of a program of client development, (b) are listed on **Exhibit D** expressly by name with respect to client and with sufficient specificity with respect to the kinds of service(s) that I will be permitted to render, and (c) are

accepted and agreed to as to their listing on **Exhibit D** by an *Authorized Signatory* who has signed at the bottom of such Exhibit. I agree that after a period of three (3) years from my start date or the date of my promotion or transfer the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on **Exhibit D** to support the application of the obligations of Paragraph 12 to those clients.

**14. Future Employment with Clients.** Except as otherwise provided herein, I understand that I am not prohibited from accepting employment with a client (or an affiliate of such client) of a *Deloitte Entity*. Before entering into substantive discussions with an *Attest Client* regarding any employment opportunity, I acknowledge and agree that during my *Employment* and for five years thereafter I must first notify *Independence* and obtain prior written approval from *Independence*. I acknowledge and understand that it is the intent of the Employer to interpret and apply this provision (a) in an effort to ensure the full compliance of the *Deloitte Entities* with applicable U.S. and India laws, rules, and regulations; (b) to serve the public interest; and (c) to protect the legitimate interests of the *Deloitte Entities* or their respective *Attest Clients* under applicable U.S. or India laws, rules and regulations in a manner that is no greater than is reasonably necessary to protect such interests and without being unduly harsh and oppressive to me and my interests in future employment with an *Attest Client*. Further, I acknowledge and agree that because of, among other things, the importance of the *Deloitte Entities* remaining in compliance with applicable independence rules, such approval may be withheld by *Independence* in the event that my employment with an *Attest Client* would, in the view of Deloitte LLP, be inconsistent with applicable laws, rules and regulations or jeopardize the independence of a *Deloitte Entity* with respect to such *Attest Client*.

**15. Restrictions re: Personnel and Contractors.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or hiring or of any of its *Personnel* or contractors of the *Deloitte Entities*, or my participation in their hiring, admission or retention, would necessarily involve the unauthorized use or disclosure of *Confidential Information* or the proprietary relationships and goodwill of the *Deloitte Entities*. Accordingly, during my *Employment* and for one year thereafter, I will not, directly or indirectly, (a) solicit or attempt to solicit, or participate in the solicitation of or any attempt to solicit any *Personnel* to leave a *Deloitte Entity*, or to join any firm or business with which I may be or become affiliated; (b) participate in the hiring or admission of any *Personnel*; or (c) cause a contractor of a *Deloitte Entity* to cease providing services to, with, or on behalf of the *Deloitte Entity*.

**16. Post- Employment Restrictions re: Deloitte Property.** Upon termination of my *Employment*: (a) I will not use or disclose *Deloitte Property*, including, but not limited to, *Confidential Information* and *Works*, for any purpose; (b) I will not retain or take with me any *Deloitte Property*; (c) I will immediately deliver to a *Deloitte Entity* at any location that it designates, at my expense, within one business day after the termination of my *Employment* or on an alternate date designated by a *Deloitte*

*Entity*, any *Deloitte Property* that I may then or thereafter hold or control; and (d) I agree to allow a *Deloitte Entity* to inspect any of my personal or home computers, including smart phones, tablet computers, or any device, media or location capable of storing electronic data, to determine whether any *Deloitte Property* resides on such computers and to permit a *Deloitte Entity* to remove such *Deloitte Property*.

## OTHER POST- EMPLOYMENT OBLIGATIONS

**17. Transition of Work and Cooperation.** Upon termination of my *Employment* for any reason, I will cooperate with a *Deloitte Entity* in all matters relating to the completion of pending work and its orderly transfer. I will also cooperate fully with a *Deloitte Entity* in connection with any threat of or actual legal proceeding against a *Deloitte Entity* or any client, customer or licensor of a *Deloitte Entity* arising out of any matter with or of which I had contact or knowledge during my *Employment*.

**18. Notification of Post- Employment Obligations.** I agree that prior to accepting employment or affiliation with another firm or business I will advise such firm or business of my duties and obligations under this Employment Agreement. After my *Employment* ends, I agree that a *Deloitte Entity* shall be permitted to advise any firm or business with which I have accepted an offer of employment or affiliation concerning my duties and obligations under this Employment Agreement.

**19. Certification.** I agree that during or after my *Employment* I will, if requested, provide written certification in such form as the Employer may require that I have complied with my obligations hereunder, including, without limitation, those obligations set forth in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15 and 16 of this Agreement.

## OUR ENFORCEMENT RIGHTS AND REMEDIES IN THE EVENT OF A BREACH

**20. Equitable Relief and Attorney's Fees.** I acknowledge and agree that a breach of this Employment Agreement, including, but not limited to, a breach of my duties and obligations under the terms and conditions of Paragraphs 4, 5, 7, 8, 9, 10, 12, 14, 15 or 16 would cause irreparable harm to the *Deloitte Entities* and that, in addition to other remedies, the Employer on behalf of itself or another *Deloitte Entity* is entitled to a temporary restraining order, an injunction or other equitable relief to prevent any such breach. I also acknowledge that, to the extent permitted by law, a *Deloitte Entity* will be entitled to the payment of the *Deloitte Entities'* reasonable costs and attorney's fees incurred in enforcing this Employment Agreement. I also acknowledge that, to the extent permitted by law, the Employer may request that a court extend the one year period

following the termination of my *Employment*, as provided in Paragraphs 12 and 15, to correspond with the period that I participated in activities prohibited by Paragraphs 12 and 15.

**21. Liquidated Damages: Client Fees.** I agree that in the event of a breach under Paragraph 12, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

**22. Liquidated Damages: Compensation.** I agree that the precise amount of damages flowing from a breach under Paragraph 15 would be impracticable or extremely difficult to ascertain in an actual amount. Therefore, I agree that in the event of a breach under Paragraph 15, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by or owed to any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

**23. Right of Inspection.** I agree to permit the Employer (or to use my best efforts to enable the Employer) to inspect my books and records (and the books and records of any entity which employs or is associated or affiliated with me), upon request and at reasonable times, to enable the Employer to confirm the calculations described above and to verify compliance with Paragraphs 12 and 15. The Employer shall keep confidential any proprietary information obtained, except as may be necessary or desirable to enable the Employer to enforce its rights under this Employment Agreement and except as may be required by any statute, court or administrative order to decree or government ruling or regulation.

#### MISCELLANEOUS

**24. Governing Law; Choice of Forum.** This Employment Agreement is deemed to have been executed in the Employer's office in **Hyderabad, Telangana, India** and will be construed and governed in accordance with the laws of the Republic of India without regard to its conflicts-of-law principles. You agree to submit to jurisdiction before any court of record in which the Employer's office to which you were assigned is located, or in which a breach of this Employment Agreement may occur, at the election of the Employer, and you waive any right to raise questions of personal jurisdiction or venue in any action the Employer may bring against you in any such court. You further agree to accept service of process/summons/legal notice from the Employer when that process/summons/legal notice is either sent to your last known address by certified mail or served by any other means permitted under the law of the jurisdiction in which the Employer may bring an action against you.

**25. Modifications.** My obligations hereunder may not be changed or modified, released, discharged, abandoned or terminated, in whole or in part, except by an instrument in writing signed by an *Authorized Signatory*.

**26. Severability.** Every provision of this Employment Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such term or provision will be enforced to the maximum extent permitted by law and, in any event, such illegality or invalidity shall not affect the validity of the remainder of the Employment Agreement.

**27. Blue-Penciling.** If any court determines that any provision of this Employment Agreement, or any part hereof, or the application of any such provision, or any part hereof, to any person or circumstance is unenforceable or void, such court shall have the power to modify such provision, or any part hereof, to the extent necessary to render it legal and enforceable while preserving its intent, or if such modification is not possible, by substituting therefore another provision that is legal and enforceable and that achieves the same objective.

**28. Waiver.** None of my obligations under this Employment Agreement shall be deemed to have been waived by the Employer except if the giving of such waiver is contained in a written notice given to me and no such waiver shall be deemed to be a waiver of any other or further obligation I have under this Employment Agreement.

**29. Entire Agreement.** This Employment Agreement, the Employer's employment application, the Terms and Conditions of Service issued pursuant to the offer of employment and any documentation employing me or transferring me to the Employer, contain the entire understanding between me and the Employer or any other *Deloitte Entity* with respect to the subject matter hereof and supersedes all prior representations, warranties, and agreements with respect to such subject matter, and no representations, warranties or other covenants exist with respect to such subject matter that are not contained or expressly referred to herein. Notwithstanding the foregoing, any written agreement between a *Deloitte Entity* and me with respect to the subject matter hereof that was signed by me prior to the effective date of this Employment Agreement shall remain valid and enforceable according to the terms of such agreement with respect to all acts and omissions occurring prior to the effective date of this Employment Agreement. In the event of a conflict between this Employment Agreement and the employment application or any other document purporting to set forth terms and conditions of my *Employment*, this Employment Agreement will control.

**30. Transfer and Assignment.** Unless as the Employer shall otherwise determine, the rights, obligations and benefits of the Employer under this Employment Agreement, including but not limited to those rights and benefits relating to my post-Employment obligations set forth in this Paragraph 30 and in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19 and 23 above, are transferred and assigned, in whole or in part (as the Employer shall determine) and without the need for my consent

or the formality of documentation or prescribed processes, to (a) any *Deloitte Entity* in connection with my transfer to that *Deloitte Entity* or (b) any entity that acquires all or a part of the assets or business of the Employer. All provisions of this Employment Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, representatives, successors, and assigns of the Employer and me, and any *Deloitte Entity* to which I may be transferred during my *Employment*, provided, however, none of my duties or obligations under this Employment Agreement may be assigned or transferred by me to any other person or entity without the Employer's prior written approval of such assignment or transfer. Any purported assignments in violation of this Paragraph 30 shall be null and void.

**31. Headings.** The headings contained in this Employment Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Employment Agreement.

I have read the foregoing, understand it, and agree to comply with its terms.

**For Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
2B8F65B8ECE5489...

Pooja Madnani

**Talent**

**Authorized Signatory**

Effective as of **November 13, 2022**, I accept all the terms and conditions of the Employer as stipulated in this Employment Agreement.

**A**

The definitions below apply to the italicized terms that appear in the Employment Agreement (including the exhibits):

**Attest Client** – attest client (or an affiliate of such client) of Deloitte & Touche LLP or a *Deloitte Entity*.

**Authorized Signatory** – a director, officer or other person who is authorized to sign on behalf of a *Deloitte Entity*.

**Confidential Information** – any information not generally known to the public, in any *Form*, that (1) relates to the operation of a *Deloitte Entity* or provides the *Deloitte Entities* with a competitive advantage, (2) consists of Personally Identifiable Information (*PII*) or other personal information about *Personnel*, client and other third party personnel, independent contractors, subcontractors, agents, vendors, suppliers or others which the Employer or another *Deloitte Entity* receives in the course of business, and (3) all other information entrusted to the Employer or another *Deloitte Entity* by clients and other third parties. *Confidential Information* includes, but is not limited to, *Intellectual Property*, supplier information, designs, business or marketing plans, forecasts and financial information, tax returns, tax identification numbers, agreements, client or prospective client lists, specific information about clients or prospective clients such as preferences for specific products and services, client or prospective client needs based on financial history and past purchases of services, client or prospective client development plans, specific rates charged to a client or offered to a prospective client and other business or client records. *Confidential Information* also includes, but is not limited to, debit or credit card information, employment applications, organization charts, performance ratings and other personnel records.

**Deloitte Entity** – the Employer, Deloitte LLP, and any corporation, company, partnership, limited liability company or other entity (a) that (i) is owned, directly or indirectly, in whole or in part, by Deloitte LLP (the “Deloitte U.S. Firms”), including but not limited to Deloitte LLP subsidiaries in India, the Deloitte Touche Tohmatsu verein, Deloitte Global Services Limited, Deloitte Global Services Holdings Limited, Deloitte Touche Tohmatsu Limited (“DTTL”) or any member firm of DTTL or affiliate thereof (collectively, the “DTTL Member Firms”) or (ii) controls, is controlled by or is under common control with any of the entities listed in clause (i); or (b) in which any *Personnel* participated on its behalf, or carried out any duties with respect to its affairs. For purposes of this Employment Agreement, the term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract, or otherwise.

**Deloitte Property** – *Confidential Information*, *Systems*, equipment, debit and credit cards issued in connection with my *Employment*, furniture, facilities and any and all other materials owned, licensed or leased by a *Deloitte Entity*, including, without limitation, computerized or electronic information and all copies thereof in any form or media, created by, furnished to, obtained by or prepared by me in the course of my employment in any capacity.

**Deloitte India (Offices of the US)** - The following companies shall be deemed to be the affiliates of each other and are collectively referred to as Deloitte India (Offices of the US): (i) Deloitte Consulting India Private Limited (ii) Deloitte Tax Services India Private Limited (iii) Deloitte Support Services India Private Limited (iv) Deloitte Financial Advisory Services India Private Limited and (v) Deloitte & Touche Assurance & Enterprise Risk Services India Private Limited.

**Electronic Communications** – all text, audio, video, images, information, data, files and attachments created, displayed, sent, received, posted, accessed or stored, whether deleted or not, by means of the *Systems*.

**Employment** – the nature of my relationship with the Employer or a *Deloitte Entity* pursuant to this Employment Agreement. Alternatively, and depending on context, *Employment* is the period of time during which this relationship persists.

**Form** - paper, computer disc, USB drive, website; any other tangible or electronic medium by which information may be stored or accessed; and human memory.

**Independence** – National Office (Independence) of Deloitte LLP.

**Intellectual Property** - works of authorship (including, without limitation, books, articles, data compilations, software and other copyrightable materials), materials, patents, inventions, designs, techniques, methodologies, processes, discoveries, know-how, ideas, trade secrets, moral rights, trademarks and other indicia of origin together with the goodwill therein, and all patent applications, copyright and trademark applications and registrations, and extensions and renewals thereof, throughout the world.

**Intellectual Property Rights** – all rights, title and interest in Intellectual Property.

**PCAOB** – the United States Public Company Accounting Oversight Board.

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**Personal Creations** – *Intellectual Property* that meet all of the following criteria: (1) it is conceived, developed, and created by me on my own time without using *Deloitte Property* or *Personnel* (during work hours), facilities, *Confidential Information* or *Works* of a *Deloitte Entity*, (2) it is unrelated to the actual or reasonably anticipated business or research and development of a *Deloitte Entity*, and (3) it does not result from any work performed by me and the *Personnel* (during work hours) for a *Deloitte Entity*.

**Personnel** – partners, principals, members, officers and employees of a *Deloitte Entity*.

**PII** – information (excluding business contact information such as an individual's name and one or more of the following: organization name, organizational title, organizational role, business address, business telephone number (including business cell phone number and business email address) relating to an identified or identifiable natural person. An identifiable natural person is a natural person who can be identified, directly or indirectly, by reference to an identification number or factors specific to his or her physical, physiological, mental, economic, cultural or social identity. Set forth below is a non-exclusive list of information that constitutes PII when such information relates to an identified or identifiable natural person:

- Account number (bank account, credit card, etc.)
- Address
- Biometric identifier
- Certificate or license number
- Date of birth
- Government identifiers (such as PAN)
- Name\*
- Personnel Number
- Photograph or video identifiable to an individual
- Vehicle identifier or serial number
- Other information related to an individual that may directly or indirectly identify that individual (e.g., salary, performance rating, purchase history, call history, etc.)

\* Note: When an individual's name is used with PII that is not business contact information, it is included in the definition of PII.

**Pre-existing Agreements or Arrangements** – agreements or arrangements that (1) relate to any *Pre-existing Creations*; or (2) may affect my ability to comply with the requirements of this Employment Agreement, including all contractual and other restrictions or obligations with other parties, including any post-employment restrictions and required notifications to the extent applicable under 18 United States Code §207, CFR 3.104-4, and India laws, rules and regulations that may or will impose limitations on my professional activities during my *Employment* (such as any non-compete agreements with prior employers and the one-year ban on lobbying contacts).

**Pre-existing Creations** – any *Intellectual Property* and *Intellectual Property Rights* that were developed or created by me, alone or with others, or otherwise acquired by me, before the period of my employment in any capacity with the Employer, in which I claim any ownership or right.

**Proceedings** – past or pending (1) actual or threatened claims or complaints of, or arising out of service to, present or former clients, (2) regulatory, self-regulatory, disciplinary, administrative, civil or criminal investigations, inquiries, charges, complaints, actions, sanctions, alternative dispute resolution proceedings, other proceedings or matters (other than criminal proceedings which relate solely to the operation of a motor vehicle) of any kind or nature, in India or any other jurisdiction, against me, including criminal proceedings arising out of my provision of professional services, proceedings brought by a professional association, or proceedings involving the Securities and Exchange Board of India, United States Securities and Exchange Commission or the PCAOB, other professional bodies like the Institute of Chartered Accountants of India or (3) matters of any kind or nature which could adversely affect my association with the Employer or my ability to perform my duties or responsibilities to the Employer, whether set forth in this Employment Agreement or otherwise, or my registration with or licensure by any governmental, quasi-governmental, or other regulatory agency, body or entity, in or outside the United States or India.

**Systems** – the communications systems or any part of such systems that a *Deloitte Entity* owns, licenses or operates and approves for use, including, but not limited to, e-mail, text messaging, Lotus Notes, Deloitte Online (eRoom), instant messaging, local area network, wide area network, Intranet (e.g., DeloitteNet, D Street), Internet, extranet, collaborative tools (e.g., blogs, wikis, etc.), laptop and desktop computers, servers, air cards, Personal Digital Assistants, cell phones, telephones and voicemail.

**Works** – all *Intellectual Property*, in any *Form*, created by me, alone or with others, during the period of my *Employment* that (1) is created within the scope of my *Employment*; (2) relates in any manner to the actual or anticipated business, research, or development of a *Deloitte Entity*; (3) results from any work assigned to or performed by me, alone or with others, for the Employer; or (4) is created with the use of *Deloitte Property*. **B**

**Pre-existing Creations; Pre-existing Agreements or Arrangements**



I understand and agree that the Employer makes no attempt to verify my claim of ownership to any of the *Pre-existing Creations* listed, and makes no admission that any *Pre-existing Creations* listed are owned by me.

[If yes, please enter details below]

Yes, I do have *Pre-existing Creations*,  
*Pre-existing*  
*Agreements or Arrangements*

X No, I do not have *Pre-existing*  
*Creations, Pre-existing Agreements or*  
*Arrangements*

**Title**

**Date**

**Brief Description**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Print)

ACCEPTED AND AGREED TO:

**Deloitte Tax Services India Private  
Limited**

DocuSigned by:

  
2B8F65B8ECE5489...

Pooja Madnani

**Talent**

*Its: Authorized Signatory*

listed pursuant to Paragraphs 2 and 11 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment made in light of Paragraph 2 that *Pre-existing Creations*, if any, are described and explained in sufficient detail so that the likelihood of confusion between the employee's *Pre-existing Creations* and the Intellectual *Property* of a *Deloitte Entity* can be avoided or minimized in the future and further indicates that the *Pre-existing Agreements or Arrangements* have been obtained and reviewed and that the *Authorized Signatory* is satisfied that such *Pre-existing Agreements or Arrangements* will not interfere with the employee's ability to comply with the requirements of this Employment Agreement.

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\_\_\_\_\_  
C

**Proceedings**

**EXHIBIT**

[none, unless otherwise specified]

Yes, I do have *Proceedings* to report

X No, I do not have *Proceedings* to report

My signature below certifies that to the best of my knowledge, the information I have provided above, pursuant to Paragraph 3, is complete and accurate.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

**Exceptions to Post-Employment Restrictions: re: Clients**

[none, unless otherwise specified]

As specified in Paragraph 13, I agree that after a period of three (3) years from my start date or the date of my employment, as the case may be, the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on Exhibit D to support the application of the obligations of Paragraph 12 to those clients.

Yes, I do have  
Post-Employment Restrictions re: Clients

X No, I do not have  
Post-Employment Restrictions re: Clients

Name of ClientSpecified Kind of Services(s) Permitted

ACCEPTED AND AGREED TO:

**Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
 2B8F65B8ECE5489...

Pooja Madnani

**Talent**

Its: Authorized Signatory

Date

I have read and understood the above policy terms.

A n *Authorized Signatory's* signature is required only if information is provided pursuant to Paragraph 13 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment that criteria in Paragraph 13 have been fully satisfied, the clients listed have been properly identified, and the kinds of services permitted have been described with sufficient specificity.

**Terms and Conditions of Service**

In continuation to our offer of employment with **Deloitte Tax Services India Private Limited** (the "Employer"), please note the terms and conditions of service.

The italicized terms in these Terms and Conditions of Service are defined in **Exhibit A** of the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement hereto.

**Terms of Service****1. COMPLIANCE WITH INDEPENDENCE, ETHICS AND OTHER REQUIREMENTS**

Deloitte & Touche LLP performs attest services for certain of its clients and is subject to the independence requirements of, among others, the United States Securities and Exchange Commission (SEC), the United States Public Company Accounting Oversight Board (PCAOB), and the American Institute of Certified Public Accountants (AICPA). These requirements mandate that certain of the Employer's employees and their relatives be independent of some or all of such attest clients and their affiliates in accordance with the policies of Deloitte LLP and its subsidiaries (the "Deloitte US Entities").

Upon joining the Employer, you will be asked to review a listing of the attest clients and the affiliates of such clients of certain of the Deloitte US Entities and disclose relationships or financial holdings that you or your relatives may have that could affect the independence of the Deloitte US Entities. Any relationships or holdings that conflict with, among other things, the requirements of the SEC, the PCAOB or the AICPA or the independence or ethics policies of the Deloitte US Entities will need to be resolved immediately. Further, you will be required to comply with these policies throughout your career with the Employer, including, when applicable, maintaining a current list of certain of your financial interests (but not their value) in the independence tracking system.

As a condition to your joining the Employer and continued employment, you are required to complete a representation regarding your understanding of, and compliance with, independence and other matters, on a periodical basis (as requested beginning on

**EXHIBIT**

or prior to the date of you joining the Employer, annually thereafter, and upon certain changes in your role in the Employer), the details of which are provided in the independence representation. An example copy of this representation form is available for your reference on [www.deloittenet.com](http://www.deloittenet.com). The representation should be made to the best of your knowledge and ability. It is your responsibility to consult on any matter should you be uncertain or have a question. You are also requested to refer to [www.deloittenet.com](http://www.deloittenet.com) and *Independence* for more information in this respect. The representations made by you will be subject to an audit and may be reviewed by Deloitte LLP representatives and shared with certain third parties. If you are selected for such an audit, you will need to submit certain personal financial records to Deloitte LLP's internal audit team. Please be assured that Deloitte LLP fully intends to keep all information obtained through the audit process confidential and secure. You hereby give your consent to Deloitte LLP to use the information provided by you for such purposes as provided in the policies regarding independence and ethics.

In the event you (i) do not cooperate or comply with the independence requirements, or (ii) do not complete the necessary representations, or (iii) make inaccurate representation(s); you may be subject to disciplinary action including and up to termination of employment with the Employer.

Please feel free to contact or consult *Independence* should you require any further information or if you have any specific concerns in this respect.

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**2. NON DISCLOSURE, NON SOLICIT AND INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AGREEMENT ("Employment Agreement")**

You will be expected to sign the Employer's Employment Agreement. Please contact Talent for further details.

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**3. HARRASSMENT POLICY**

**Administrative Policy Release ("APR") 213** is the Employer's policy prohibiting harassment. Deloitte LLP's subsidiaries located in India ("Deloitte India (Offices of the US)") are committed to providing a working environment that is free from harassment based on caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis, in accordance with applicable Indian central, state or local law. Expressly forbidden are unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Depending on the circumstances, such harassment may also include conduct such as stereotyped or demeaning remarks or gestures or the display or circulation, whether in writing or electronically, of materials or pictures offensive to persons because of their caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis in accordance with applicable Indian central, state or local law. The full policy will be accessible to you on DeloitteNet after joining Deloitte U.S. India.

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#### 4. WORKING HOURS, HOLIDAYS, LEAVES AND MATERNITY BENEFITS

You will be provided with your standard working hours, which may vary over the course of your career. The Employer may, from time to time, subject to applicable laws, require the employee to work beyond these hours.

You shall be entitled to paid holidays and leave as per the Employer's policies.

Women employees are eligible for maternity benefits as per the recent amendments (2017) in the maternity benefit act, 1961, including having 26 weeks of maternity leave with pay, as applicable.

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#### 5. RETIREMENT AGE

The age of retirement for employees of Deloitte India (Offices of the US) is 60 years. Your employment will therefore automatically terminate at the end of the month in which you attain 60 years.

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#### 6. TRANSFERS

You may be transferred, assigned, or asked to attend training at the offices of a Deloitte Entity or its clients or third parties in India or abroad with or without additional compensation. In such an event, you will also be governed by the terms and conditions of service applicable to the transfer, assignment, or training.

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#### 7. NOTICE PERIOD FOR TERMINATION OF SERVICES

The notice period for termination of your services is **60 Days** by either side and/or salary in lieu of notice period on part of the Employer only.

The Employer expects all employees to maintain the highest standards of professional conduct at all times.

In order to assure orderly operations and provide the best possible work environment, the Employer expects you to follow rules of conduct that will protect the interests and safety of all personnel, including but not limited to the Code of Ethics and Professional Conduct.

In the event of any breach of the Code of Ethics and Professional Conduct, non-performance of a contractual obligation or the terms and conditions laid down in this Annexure, or if you engage in any misconduct whether or not in connection with or affecting the business or affairs of the Employer or the work conduct, as specified by Employer, you will be subject to disciplinary action up to and including termination of your services/ employment with the Employer without any notice or payment in lieu of notice notwithstanding any other terms and conditions stipulated herein.

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#### 8. MISCONDUCT

Misconduct may include but is not limited to:

- Irregular attendance: repeated or excessive absence, tardiness or early departures/ late comings without approval.
- Unreported or unapproved absence (including overstay of leave) for more than five consecutive days or deviation from assigned and accepted schedule for more than five days.
- Falsification or manipulation in background verification process or employment records, employment information, or other records prior to or after joining the Employer.
- Falsification or manipulation of Deloitte Time & Expense (DTE).
- Knowingly providing false statements, either verbally or in written form.
- Neglect of normal duties and functions.

- Practices such as reading personal materials during working time, having obscene or inappropriate posters or screen savers at your work station, playing games at your work station, etc.
- Continued discharge of work functions that do not meet the standards reasonably expected.
- Breach of the confidentiality provision in the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement including disclosing to any unauthorized person any *Confidential Information* or *PII*.
- Willful insubordination or disobedience, whether or not in combination with another, of any lawful and reasonable instructions of any member of management or any authorized person.
- Engaging in unapproved outside employment and activities as defined in APR 218 (US & IND) ([https://deloitte.net.deloitte.com/About/Policies/Admin/Pages/218\\_OutsideEmploymentActivities\\_US.aspx](https://deloitte.net.deloitte.com/About/Policies/Admin/Pages/218_OutsideEmploymentActivities_US.aspx)).
- Installing, downloading, copying or duplicating any unauthorized or unlicensed software, programs, games, or attachments on any computer system of the Employer or of any *Deloitte Entity* or its clients.
- Engaging in any illegal activities.
- Workplace violence, including threats of physical violence.
- Corporate credit card delinquencies.
- Causing damage to the property of the Employer, any *Deloitte Entity*, its clients, or their respective personnel
- Going on or abetting a strike in contravention of any law.
- Theft of any property belonging to another, the Employer or any *Deloitte Entity*, or their respective personnel, clients, or visitors
- Possession of firearms, explosives, knives or any instruments that can be used as an injurious or deadly weapon in the workplace or at any *Deloitte Entity* sponsored event.
- Corruption, fraud, or misappropriation of funds.
- Failure to comply with the policies, guidelines, rules and regulations of the Employer or a *Deloitte Entity* as applicable.
- Excessive personal use of the Employer's telephone, fax or computer systems.
- Failure to adhere to applicable laws.
- Any act prejudicial to or in conflict with the interests of the Employer or a *Deloitte Entity*.

The above terms and conditions are based on, and should be read in conjunction with, the Employer's policies, guidelines, procedures and other rules currently applicable, including but not limited to Administrative Policy Releases (APRs) and Deloitte India (Offices of the US)'s other policies, guidelines, rules, and regulations. The above rules are subject to amendments from time to time and the amended rules, policies, procedures, and guidelines would be posted on the Employer's Intranet site i.e. <https://deloitte.net.deloitte.com/Pages/Home.aspx> for employee reference. The policies will be updated from time to time in the future and we deem to have your consent to any and all such changes. Furthermore, upon acceptance of employment with the Employer, you may be requested to read and acknowledge acceptance of various policies and guidelines of the Employer. It is expected that you will read and acknowledge all such communications.

Effective as of **November 13, 2022**, I accept all the terms and conditions of the Employer as stipulated in these Terms and Conditions of Service.

Signature

Name

**Training Agreement****Dear :**

On behalf of **Deloitte Tax Services India Private Limited**, please accept our congratulations on your recent offer of employment to join the Company as **Tax Consultant I** pursuant to the terms and conditions of your offer letter dated **November 13, 2022**. You made a very favorable impression with everyone you met and we are excited about the possibility of you joining the Company.

As you may be aware, as a condition of employment with the Company, you may be required to travel Overseas to attend a series of training sessions for a period of up to 90 days. This training will be a combination of classroom procedural training as well as on-site training to observe employees conducting similar work at various client locations. This training represents the confidence we have in your ability to be a valuable member of the practice of the Company.

As per Company policy, we kindly bring to your attention that all employees attending training overseas are required to sign a Training Agreement which will obligate the employee to repay a calculated amount of the costs associated with the training, only if the employee resigns his/her position or are terminated for cause within a specified period after completion of the training (usually between 6 to 18 months). This repayment obligation disappears after the specified period of time has lapsed. We all look forward to seeing you again soon and having you join our team of outstanding professionals.

Sincerely,

For

**Deloitte Tax Services India Private Limited**

DocuSigned by:

*Pooja Madhuni*

By:

2B8F65B8ECE5489...

Signature

**Authorized Signatory**



**CGI Information Systems and Management Consultants Pvt. Ltd.**

Regd. Office: e.city, Tower 2, No.95/1 & 95/2,  
Electronic City, Phase I (West)  
Bangalore – 560 100. India  
Tel +91-80-6642 2222 | Fax +91-80-6642 1200

**cgi.com**

CIN: U72200KA1990PTC019138

Dear NAGENDRA S R

I am delighted to offer you a role at CGI Information Systems and Management Consultants Private Limited (“CGI” or “Company”) where we strive to create an environment in which we enjoy working together and, as owners, contribute to building a company we can be proud of. We are very excited about the prospect of having you join us, and look forward to welcoming you.

As part of the leading information technology companies in the world, there are many opportunities for growth and development, both individually and as part of a large professional community. I hope you will choose to be part of our CGI Global Community, a team of extraordinary people building a company that reflects their aspirations and is supported by our shared vision and values.

We are offering you the position of **Associate Software Engineer** and your **Total Target Earnings** is INR **302000-** in accordance with the terms and conditions contained below.

This offer is contingent on your:

- successful completion of your graduation with a minimum of [60%] of marks and no backlog in any semester;
- successful completion of pre/post-employment training designated by the Company. Details of the training, duration, and conditions of training will be communicated to you by the Company upon your acceptance of this offer. You are required to maintain the minimum attendance threshold throughout the training and achieve the grade pre-defined by the Company for the successful completion of the training.

Should you fail to achieve the above pre-requisite, the Company shall be entitled to revoke this offer at its discretion or terminate your employment forthwith without notice or pay in lieu thereof.

You are requested to report at Bengaluru our office on 24 July 2022 . Your appointment will be effective on your joining date. If you do not confirm your acceptance within the timeframe mentioned below, this offer will be considered withdrawn unless extended in writing by the Company.

- You are required to communicate your acceptance of this offer via email to your assigned Recruiter’s CGI email id on or before 23 July 2022. You will also be required to read, understand and execute the CGI Candidate Declaration that will be issued to you on your joining date.
- Your reporting time on the joining date is 8:30 a.m. Kindly note that it is important to be on time to complete the joining formalities.
- On your joining date, please bring the originals and one set of photocopies of the documents mentioned in Annexure-A.
- Please contact us at 080-4194 0000 (Monday to Friday between 9:30 a.m. to 5:30 p.m.) or via email to your CGI designated recruiter for any queries regarding your employment offer.

The terms and conditions governing your employment are as under:

- Your employment with the Company is at all times subject to you having and maintaining a valid work permit from the Government of India (if applicable). A copy of the work permit needs to be furnished by you on the date of on boarding failing which you will not be permitted to join. You hereby agree that you shall undertake all necessary steps to keep such work permit valid and subsisting throughout the term of your employment with the Company.





- Your employment will be subject to a probationary period of [6] months (**“Probationary Period”**). If your performance is, in the opinion of the Company, found to be satisfactory during this period, then the Company shall confirm the appointment in writing. The Company may, at its sole discretion, extend the Probationary Period, by providing you prior written notice. Your employment remains subject to [15] days’ notice of termination until you are notified in writing of the satisfactory completion of the Probationary Period.
- This appointment will be based on your agreement to serve the Company for a minimum period of two years effective your date of joining. On joining, you will have to sign the Employment Agreement with the Company
- This offer is conditional upon your having a valid passport. If you do not have a passport as of the date of this offer, you are required to apply for one immediately and produce the relevant acknowledgement on the day of your on boarding. Being part of consulting organization, it is your responsibility to monitor the validity of your passport and renew it in advance. Should you be denied a passport, or if you are otherwise unable to produce a copy of your passport, CGI shall be entitled to terminate your employment forthwith without notice or pay in lieu thereof. It is a condition of your employment that you have a valid passport at all times.
- During your employment with CGI, you may get opportunities to work on multiple platforms/skills at the sole discretion of CGI. CGI encourages and appreciates flexibility to work on different technologies
- Your services are transferable anywhere in India as also anywhere abroad within the CGI group of companies or other third parties. In case your services are transferred to any of our group companies or affiliates of the Company, you are required to abide by the rules and regulations pertaining to that company. You will carry out your duties as per the instructions of your superiors from time to time
- Your remuneration is strictly confidential. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should not be shared with anyone.
- **Code of conduct:** You will abide by CGI policies including all amendments as may be carried out from time to time at sole discretion of CGI (**“CGI Policies”**), and the applicable rules and regulations in force from time to time and will also be required to sign and abide by the **Code of ethics** and conduct as elucidated by the Company as part of your performance appraisal process. Any breach of the guidelines or the terms and conditions of employment may result in termination of your services without notice or compensation.
  - a) You will not carry on any business other than for the Company or enter for any part of your time in any capacity in the services of other person or persons and company or companies. You will devote your whole time and attention to your duties to promote the interests of CGI and you will not utilize or divulge to any person or persons any of our trade secrets or confidential information.
  - b) In the course of your employment with CGI, you shall not, without the previous written consent of CGI and which consent CGI may in its absolute discretion and without assigning any reason, withhold and/or refuse to accord directly and/or indirectly solicit and/or engage in the collection and donations for any trust or other organizations and/or institutions for charitable work and/or any other purposes and person/s and/or bodies corporate/institutions with whom you come into contact and/or have dealings with in the course of employment with CGI.
  - c) During your employment with CGI and perpetually thereafter, you will not transmit, disclose or otherwise use confidential information related to CGI, the affiliates or group companies of CGI, or the clients of CGI or its affiliates and group companies, to any unauthorized person, except as may be required in the course of discharging your duties in connection with CGI’s business. Confidential information means and includes information which is confidential and proprietary to CGI and its affiliates and group companies, and/or to certain third parties with which CGI has relationships, and disclosed to or obtained by you from CGI and/or such third parties, whether (without limitation) in graphic, written, electronic or machine readable form on any media or orally and whether or not the information is expressly stated to be confidential or marked as such and includes, but is not limited to information of value or significance to CGI and/or its competitors (present or potential) including but not limited to CGI’s intellectual property; client names; project related information; content; data; techniques; plans; designs; programs; customer information; identity and job descriptions of CGI’s personnel; organizational structure; financing relationships or terms; service provider or vendor relationships or terms; processes; methodologies; compensation or bonus data; the terms of this appointment letter; or any other information, not in the public domain pertaining to the business or affairs of CGI; but does not include information that is in the public domain other than by your breach of this appointment letter and/or of any other agreement to which you are bound by. You will not divulge confidential information to anyone, including family, friends, and especially others in the same or similar competing businesses. You will sign a Confidentiality and Non-Disclosure Agreement to protect CGI’s confidential information at the time of your onboarding and anytime upon request during your employment with CGI. If you are bound by a confidentiality agreement with a previous employer, you must notify the Company and indemnify the Company against any breach thereof.

- d) For the purpose of representing and improving the company's brand image and being able to interact with senior level decision makers in the industry in a satisfactory manner, you are required to follow the following norms:
- i. Maintain complete confidentiality and high level of integrity in all your actions performed on behalf of the company
  - ii. Practice high level of professionalism in business etiquettes, selection of attire, choice of language in conversation and documents, meeting commitments and in overall conduct; and
  - iii. You shall help in maintaining congenial, disciplined, participative and supportive work environment to encourage team spirit and high performance standards.

- e) **Intellectual Property:** You irrevocably, absolutely and perpetually assign to the Company worldwide right(s), title(s), and interest(s) under any statute or common law including patent rights; copyrights including moral rights; trademarks, designs, anywhere in the world, whether negotiable or not in respect of your contribution(s) during the term of the employment, free from encumbrances of any kind for the full term of each and every such right, including renewal or extension of any such term. All of the Intellectual Property (created solely or jointly with others) given, disclosed, created, developed or prepared in connection with your employment with the Company shall be deemed to be 'work for hire' and/ or inventions developed in the course of employment with the Company within the meaning of the copyright laws of all jurisdictions, including and without limitation, India, and the Company shall be deemed to be the sole author thereof in all jurisdictions for all purposes. If under any applicable law, any results and proceeds of your services are not deemed to be works and/ or inventions developed in the course of the employment with the Company, then to the fullest extent allowable and for the full term of protection otherwise accorded to you under such applicable law, you hereby assign and transfer to the Company any/all right(s), title(s), and interest(s) in such works and/ or inventions. You further irrevocably, absolutely and perpetually assign to the Company the worldwide rights in respect of: (a) any licences, permissions and grants in connection with any Intellectual Property therewith; (b) applications for any of the foregoing and the right to apply for them in any part of the world; (c) right to obtain and hold appropriate registrations in Intellectual Property, (d) all extensions and renewals thereof; and (e) causes of action in the past, present or future, related thereto including the rights to damages and profits, due or accrued, arising out of past, present or future infringements or violations thereof and the right to sue for and recover the same. Further, you hereby agree to waive any right to and refrain from raising any objection or claims pursuant to Section 19(4) and Section 30-A of the Copyright Act, 1957.

For the purpose of this agreement, "Intellectual Property" includes ideas, concepts, creations, discoveries, inventions, improvements, know how, trade or business secrets; trademarks, service marks, designs, utility models, tools, devices, models, methods, procedures, processes, systems, principles, algorithms, works of authorship, flowcharts, drawings, books, papers, models, sketches, formulas, teaching techniques, electronic codes, proprietary techniques, research projects, and other confidential and proprietary information, computer programming code, databases, software programs, data, documents, instruction manuals, records, memoranda, notes, user guides, in either printed or machine-readable form, the whether or not copyrightable or patentable, or any written or verbal instructions or comments.

- f) You will be responsible for the safekeeping and return in good condition all the Company property and all material or documents (including reproductions and excerpts) containing Confidential Information and any letter of authority or power of attorney issued to you, which will be in your use, custody or charge.

- **Non-solicitation:** During your period of employment with CGI and for a period of twelve (12) months commencing from the last day of your employment with CGI, you will not directly or indirectly: (i) solicit any employee of CGI to terminate his/her employment with CGI, or to accept any other employment; and/or (ii) solicit or do business with any clients or customers or potential clients or customers of CGI with whom you have had dealings during the last twelve (12) months of your employment with CGI.
- **Communication:** Please approach your immediate supervisor for any queries pertaining to project or organization related concerns, suggestions which you may have from time to time. In addition, the HR team is always available to discuss any of your needs or suggestions.
- **Shift:** You shall have no objection to work on shift / staggered duty in case business warrants that. Please note that it is management's prerogative to decide which member will work on shift and management's decision in this regard will be final. Your project will also decide the shift allowance that will be payable and will be based on project requirement. This will be governed by the existing Shift Allowance Policy.
- You may be required to travel on Company work and you will be reimbursed expenses as per Company Policies.

- **Unauthorized absence from work:** Your unauthorized absence from work for a continuous period of more than three days without leave or obtaining your manager's approval will be treated as absconding from duty, triggering disciplinary action. In the event, that you do not report for work within eight days from the date of unauthorized absence it will be treated as "voluntary abandonment of service" and it shall be deemed you are no longer interested in the employment and your employment will be terminated. In such an event you shall be liable to refund the salary in lieu of shortfall in notice period and other dues payable to the Company, as specified.
- **Termination of employment:**
  - i **Termination without cause:** Your services may be terminated at any time by either side by giving fifteen days' written notice or salary in lieu thereof during the Probationary Period and **Two month's written notice** or **Two month's salary in lieu thereof** after confirmation of employment with the Company. Whilst the Company reserves the right to release you upon your resignation prior to conclusion of your notice period with or without paying notice pay for the balance notice period, decision to allow notice pay in lieu of notice is at the sole discretion of the management. If you decide to leave without completing due notice and handing over formalities as per the requirement of CGI; you will not be eligible to get any certificates which indicate employment with CGI immediately or in future. No references will be entertained from any authority/institution seeking details of your case.
  - ii **Termination for Cause:** Notwithstanding anything contained in this appointment letter, the Company may terminate the employment contemplated hereunder at any time without requiring to serve notice period or payment in lieu of notice period, for 'cause'. For the purpose of this Agreement 'cause' shall include:
    - (a) inattention or negligence in the performance of duties and obligations under this appointment letter;
    - (b) repeated failure to comply with lawful directions of the Company and its officers;
    - (c) conviction in a criminal case or framing of charges in a criminal case;
    - (d) breach of the terms of this appointment letter and breach of representations and warranties contained herein;
    - (e) unethical business conduct;
    - (f) breach of any statutory duty or for any act or omission adversely affecting the goodwill, reputation, credit, operations or the business of the Company;
    - (g) fraud, misappropriation or dishonesty in respect of the property or the business of the Company;
    - (h) commission of any act not in conformity with discipline or good behaviour or acceptance of any illegal gratification;
    - (i) habitual neglect of your work or gross or habitual negligence in the performance of your duties;
    - (j) unauthorised disclosure of any Confidential Information of the Company; and/or
    - (k) any act or omission that could be construed as misconduct under applicable law.
  - iii **Termination for ill-health or disability:** If you, at any time, are prevented from ill-health or accident or any physical or mental disability from performing your duties hereunder, you shall inform the Company, either through yourself or any of your relatives, and supply it with such details as it may require and if you are unable by reason of ill-health or accident or disability, for a period of 60 days or more to perform your duties hereunder, the Company may forthwith terminate your employment.
  - iv **Project Engagement:** You understand and acknowledge that the business of the Company is dependent on the projects that it receives from its clients and that you have been employed to primarily work on such projects. If the project that you are working on requires a lower headcount or is winding up, you will no longer be required to work on such project. You will be informed at least 30 days prior to the date from which you will no longer be required to work on such project. In the event that either CGI or you are unable to find an alternate project that you can be staffed on within 45 days of your last project, your employment shall be deemed redundant and shall be terminated in accordance with applicable law and the terms of this letter. Notwithstanding the foregoing, you expressly agree that if you refuse two or more opportunities that are offered to you by CGI to be placed on an alternate project, it shall be deemed that you are voluntarily resigning from your employment with CGI. You understand and acknowledge that if you fail to upskill / reskill as required by and to the satisfaction of the Company, the Company will not be able to place you on an alternate project. Being placed on an alternate project is subject to availability of roles and your skill sets, and is not an obligation of the Company.
- You may be assigned to certain engagements that require Knowledge Transfer from client/other BU's/members within the engagement. During assignment or after obtaining such Knowledge Transfer, you are required to serve the stipulated rotation period. This is in addition to the notice period requirement mentioned above.
- **Non-Competition:** During the term of your employment with CGI, you shall not directly or indirectly compete with CGI in any manner whatsoever.



- **Restriction of Employment with Client/Customer:** For a period of twelve (12) months following the end of your employment with CGI, you agree not to, directly or indirectly, as employee, consultant or otherwise, work for or provide services or trade in goods, whether solely or with others, whether as an employee, officer, director, agent, partner, consultant, member of any company or other commercial enterprise or otherwise, to clients or customers or with any competitor or any organization where you have been taken or sent for training, deputation or secondment or professional work by the Company or to whom you provided services on CGI's behalf during the last twelve (12) months of your employment with CGI.
- You will keep us informed of any change in your residential address/contact details.
- If you resign from the service or your employment is terminated for any reasons before completing one (1) year of service, you will fully reimburse the Company, the joining bonus, transition bonus, retention bonus, notice pay and relocation expenses, if any.
- It is your responsibility to notify the Company of any changes in your personal information within three working days. It shall also be your responsibility to notify the Company of any legal action or suit, whether in the nature of civil or criminal initiated against you. Additionally, you shall also be responsible for notifying CGI of any proceedings which may impact your ability to fulfill your job responsibilities. Your failure to notify the above details will result in breach of the appointment terms. All notices shall be considered duly and properly delivered to the address on file with the Company.
- You will retire from the services of the Company on attaining the age of superannuation. The retirement age in CGI is sixty (60) years.
- The benefits as outlined herein and in CGI policies are subject to change at the Company's discretion. You will be entitled to leaves in accordance with the Company's policy as applicable from time to time.
- Upon your resignation or retirement from the Company or termination of your services, you are required to return all assets and property of the Company including but not limited to documents, machines, data, files, books etc. (including but not limited to leased properties).
- We provide support to global customers from various locations in India & abroad to suit customers' differing time needs including 24x7 bases. You may be asked to operate from any of the CGI locations and in any of the shifts, including night shift, at the sole discretion of management, as may be required by the Company keeping in mind business needs and deliverable requirements to customers. Your work schedule will be provided to you by your Manager / Supervisor upon your joining. Your weekly off days may not be on weekends.
- You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- **Condition of Hire:** Your appointment is contingent upon satisfactory reference & background checks including verification of your application materials, education and employment history. CGI will conduct background checks to verify your identity, education, professional qualifications, employment history and references (Level 1), and will include, depending on the nature of your position or at a client request, a criminal record check (Level 2) and credit verification (Level 3) if you have access to CGI and/or client sensitive or critical information, facilities or assets and/or your role requires handling of financial transactions. In addition, during the course of your employment on need basis or on a recurrent basis every 5 years and in a context of change of role, a complete re- verification including background checks as per CGI policies including without limitation, criminal record checks (Level 2) and credit verifications (Level 3) may be conducted, if applicable. Also, dual employment checks could be conducted at any time during the course of your employment. By signing this Employment Agreement, you are providing a free, informed and ongoing consent to all such verifications before and during the course of your employment as per CGI's policies and you agree to sign any forms required for such verifications at the appropriate time. Successful clearance of background verification is a mandatory requirement for employment confirmation. Unsuccessful clearance of background verification will lead to termination of employment without notice. CGI reserves the right to audit the submitted educational & previous work experience(s) documents at any point of your tenure in CGI, as part of which you are obligated to furnish any/all of such relevant documents on demand. Failure to furnish the same and / or the submitted education & work experience proving to be false or unverifiable as per CGI standards, may lead to termination of employment without notice. The basis of the offer is authentic and verifiable education and work experience as per CGI standards. You are accountable for providing documents that enable appropriate authorities in the relevant educational institution(s) and previous employer Organization(s) to validate your claims. CGI is not liable for the inability of the aforementioned authorities to validate your credentials basis your submissions. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer.
- If any information furnished by you in your application for employment or during the selection process is found at any time during your employment to be incorrect or false, and/or if you have suppressed any material information; the Company may terminate your services without notice or compensation



- **Data Protection and Privacy:** The Company may, in connection with your employment, receive personal data relating to you or third parties associated with you (such as spouse or children). Such data may be received directly from you or from other sources, and some personal data may be recorded directly or indirectly by internal security systems (such as CCTV cameras) or by other means. The Company may process such data for relevant and limited purposes. By agreeing to employment with CGI, you hereby expressly consents to the following:
  - (a) the processing of your personal data by the Company or such third-party appointed by the Company;
  - (b) the collection and processing of sensitive personal data or information (as defined under applicable laws) about you for limited purposes;
  - (c) the transfer worldwide of personal data held about you by the Company to other employees and offices of the Company's worldwide organization and to third parties where disclosure to such third parties is required in the normal course of business or by law; and use of your personal images and voices in marketing material, videos, etc.; and
  - (d) treating any personal data to which you have access in the course of your employment strictly in accordance with the Company's policies and procedures and not using any such data other than in connection with and except to the extent necessary for the purposes for which it was disclosed to you.
- Subject to insurance policies that the Company may have and other statutory insurances, you may be eligible to receive compensation under the Employees Compensation Act, 1923, for injuries arising out of and in the course of employment.
- Women employees of the Company shall be entitled to maternity leave in accordance with the Maternity Benefit Act, 1961 (as applicable), i.e., eligible women employees shall be entitled to 26 weeks of maternity leave for the first 2 surviving children, and 12 weeks of maternity leave for every subsequent child
- Your designation may be changed at the discretion of the Company depending on the work assigned to you
- Your **Total Experience** will be part of our professional records

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Total Experience = Relevant Experience + Weighted/ Non-relevant Experience

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0.0 Yrs. = 0.0 Yrs. + 0.0 Yrs.

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Relevant Experience = Total number of months the candidate has worked on the skill/role for which the candidate is being hired in CGI

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Weighted Experience = A weighted percentage is given to your non-relevant experience, either to your role or skill, for which you are being hired in CGI

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- Any and all of the terms and conditions of service may be modified or changed at the Company's discretion. Breach of any one of the conditions will render you liable to termination of your employment without notice.
- This letter supersedes all oral or written communication exchanged between you and CGI prior to the date of this letter and commitments, if any, made during the selection process. You acknowledge that you have read and understood the terms and conditions of this offer letter and to confirm your acceptance of this offer letter, please sign in on all the pages & in the space specified below and return the signed copy to CGI on your onboarding day.
- If any provision of this letter is held to be unenforceable, the remaining provisions shall remain valid, binding and in full force to the maximum extent possible. If any portion of this letter is held to be unreasonable, such provision shall be given effect to the maximum extent possible by narrowing or enforcing in part that aspect of the provision found overbroad or unenforceable.
- Your employment with the Company and this letter shall be governed by and construed and enforced in accordance with the laws of India, without regard to conflicts of laws. You agree to the exclusive jurisdiction and venue of the courts in Bangalore for the resolution of all disputes arising under this letter.
- No waiver by the Company of any breach of this letter shall be valid unless in writing and signed by the Company. The waiver by the Company hereto of any provision of this letter shall not operate or be construed as a waiver of any subsequent breach by you, nor shall any waiver operate or be construed as a rescission of this letter



- You shall, at all times during the course of your employment with the Company (and even after its termination) agree to indemnify and keep indemnified the Company, as the case may be, against all losses, damages, claims, interests, costs, expenses, liabilities, proceedings and demands which the Company may suffer or incur or which may be made against the Company as a result of any misrepresentations or breach of this letter, acts or omissions by you during the course of employment.
- You shall not at any time without limitation, publish or communicate any disparaging remarks, comments or statements concerning the Company, its holding company, group companies, affiliates or associate companies or any of their respective shareholders, directors, officers or employees. For this purpose, 'disparaging' means any remarks, comments or statements that impugn the character, honesty, integrity, morality, or business acumen or abilities in connection with any aspect of the operation of business of the Company, or reflect negatively upon, the individual or company being disparaged.

- Base Compensation Components:**

| Designation: Associate Software Engineer                     |               |                |
|--------------------------------------------------------------|---------------|----------------|
| Date of Joining: 24 July 2024                                |               |                |
| Pay Components                                               | Monthly (INR) | Annual (INR)   |
| Basic (Inclusive of D.A.)                                    | 21,500        | 258,000        |
| Flexible Compensation Plan <sup>1</sup>                      | 6,136         | 73,632         |
| <b>Base Compensation</b>                                     | <b>27,636</b> | <b>331,632</b> |
| Provident Fund <i>Company Contribution</i>                   | 2,580         | 30,960         |
| Gratuity Fund Contribution                                   | 1,034         | 12,408         |
| <b>Gross Compensation</b>                                    | <b>31,250</b> | <b>375,000</b> |
| Share Purchase Plan <i>Company Contribution</i> <sup>2</sup> | 829           | 9,948          |
| Profit Participation Plan <sup>3</sup>                       | 553           | 6,636          |
| <b>Total Target Earnings</b>                                 | <b>32,632</b> | <b>391,584</b> |

- <sup>1</sup>**Flexible Compensation Plan:** Option to allocate to components like Meal Vouchers, Conveyance, National Pension Scheme, LTA etc
- <sup>2</sup>CGI will contribute towards **Share Purchase Plan (SPP)**: As part of our ownership culture, we enable those who join CGI to become an owner through our Share Purchase Plan. It is an opportunity for you to buy shares in CGI, become an owner, and benefit from any long-term appreciation in the CGI share price. When you choose a percentage to contribute, CGI will match your contribution 100% (up to **3%** of your Base Compensation). Contributions are done on a monthly basis towards the purchase of CGI shares, and you can start, stop and change your contribution at any time. Only those members who enroll for this benefit are eligible for receiving the company contribution & will need to contribute an equal amount on a monthly basis towards the purchase of CGI shares.
- <sup>3</sup>**Profit Participation Plan:** This plan distributes a portion of our profits based on the achievement of CGI's financial objectives, as well as individual performance. The Target Profit Participation Plan (PPP) is at **2%** of Base Compensation on pro rata basis and can be more or less basis the performance of CGI, performance of Business Units and performance of Individuals. All regular members employed as of Jun 30th of CGI Inc. fiscal year (Oct-Sept) are eligible and should be active on rolls as on Dec 31st to receive the payout. The Corporate guidelines of PPP may be amended from time to time  
Eligible members will be paid statutory bonus as per the provisions of the Payment of Bonus Act, 1965. Where members are eligible for both statutory bonus as well as the PPP, the company shall deduct from the PPP allocated to a member the amount of statutory bonus payable under the Act for such corresponding period and the difference will be paid as the actual PPP

In addition to the above you are eligible for:

- INR 25,000/-** towards annual insurance premium to cover self, spouse & up to two dependent children under Group MediClaim Insurance and to cover self under Group Personal Accident Insurance & Group Term Life Insurance

The tax liability arising out of the above payments now or in the future, due to changes in income tax provision shall be borne by you





I look forward to your acceptance of this offer and to welcoming you to our team. I am confident that in this new role, you will make a valuable contribution to CGI and our continued success.

Yours sincerely

**For CGI Information Systems and  
Management Consultants Pvt. Ltd.,**

A handwritten signature in black ink, appearing to read 'S Pradhan', is written over a light blue rectangular background.

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**Sarika Pradhan  
Vice President Corporate Services**

I have read the terms and conditions of employment and the contents of the employment agreement and in token of my acceptance; I duly acknowledge the receipt of the letter of employment.

Please sign below to confirm that you agree with the terms and conditions stated in this letter.

---

**Signature & Date**



**Annexure-A**

We request you to bring the originals, on your date of reporting to CGI for verification.

*Please note that the below documents are mandatory for **CGI's personnel records** and will be subjected to **background verification**. Non submission of these documents will impact your profile and records needed to manage your career effectively within CGI and may also have serious impact on project and client requirements, hence your cooperation in this is crucial.*

| #  | Documents                                                                                   |
|----|---------------------------------------------------------------------------------------------|
| 1  | Acceptance copy of CGI's appointment letter signed by you on all pages                      |
| 2  | Valid Work Permit issued by Government of India, if applicable                              |
| 3  | Passport (all pages – wherever the entries are made)                                        |
| 4  | Income-Tax Permanent Account Number Card (PAN Card)                                         |
| 5  | Passport size photograph – 05 nos.                                                          |
| 6  | 10th class mark sheet & certificate                                                         |
| 7  | 12th class mark sheet & certificate                                                         |
| 8  | Bachelor degree mark sheets (all semesters)                                                 |
| 9  | Bachelor degree certificate / convocation certificate                                       |
| 10 | Master degree mark sheets (all semester)                                                    |
| 11 | Master degree certificate / convocation certificate                                         |
| 12 | Diploma mark sheets (all semesters)                                                         |
| 13 | Diploma certificate                                                                         |
| 14 | Any other certificates                                                                      |
| 15 | Appointment letter, pay slip, relieving letter & experience certificate of all previous Co. |
| 16 | Present company's appointment letter                                                        |
| 17 | Present company's relieving letter & resignation acceptance letter from HR                  |
| 18 | Present company's experience certificate                                                    |
| 19 | Present company's salary slip with employee number (last two months)                        |
| 20 | Aadhaar / Voters ID / Driving License / Rental agreement /Bank passbook (address page only) |
| 21 | Blood group and RH type report                                                              |





**Subject: Offer of Employment**

Dear Nagendra

Heartiest Congratulations to you!

HDFC Life is delighted to offer you the full-time position of Executive Trainee in our contingent upon your successful clearance of MBA examination.

A detailed Compensation structure is enclosed herewith (Annexure 1) for your reference. An appointment letter along with the terms and conditions of employment will be issued to you after joining.

We are extremely excited to have you onboard. We are looking forward to receiving your acceptance of the offer on the duplicate copy of this letter. Please attach your resume and two passport size photographs with the same.

Warm Regards,

**Human Resources**



**Annexure 1**

**Designation:** Executive Trainee

**Band:** J2

**CTC STRUCTURE**

| Pay Items | Per Annum | Per Month |
|-----------|-----------|-----------|
|-----------|-----------|-----------|

| Fixed Pay                                                                                                                                                                                                                                                                                   |          |        |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|--------|
| Basic                                                                                                                                                                                                                                                                                       | 1,15,500 | 9,625  |
| Other Allowance                                                                                                                                                                                                                                                                             | 64,493   | 5,374  |
| Tablet Allowance                                                                                                                                                                                                                                                                            | 12,000   | 1,000  |
| Daily Activity Allowance                                                                                                                                                                                                                                                                    | 24,000   | 2,000  |
| House Rental Allowance                                                                                                                                                                                                                                                                      | 69,300   | 5,775  |
| Statutory Bonus                                                                                                                                                                                                                                                                             | 24,000   | 2000   |
| Total Monthly Gross                                                                                                                                                                                                                                                                         | 3,09,293 | 25,774 |
| Retirals and Other Benefits (As per relevant Regulations & Acts)                                                                                                                                                                                                                            |          |        |
| Provident Fund                                                                                                                                                                                                                                                                              | 21,600   |        |
| Gratuity                                                                                                                                                                                                                                                                                    | 5,582    |        |
| Flexi Pay                                                                                                                                                                                                                                                                                   | 41,225   |        |
| Valued Benefits                                                                                                                                                                                                                                                                             |          |        |
| Group Insurance Benefit                                                                                                                                                                                                                                                                     | 7,300    |        |
| Fixed Cost to Company                                                                                                                                                                                                                                                                       | 3,85,000 |        |
| Variable Pay                                                                                                                                                                                                                                                                                |          |        |
| Variable Pay for Performance <sup>2</sup>                                                                                                                                                                                                                                                   | 40,000   |        |
| Total Cost to Company                                                                                                                                                                                                                                                                       | 4,25,000 |        |
| <sup>2</sup> Variable Pay for Performance (VPP) is subject to your achieving a rating of “3-Meets Expectations” and above. The rating is assigned to an individual, on successful completion of the Executive Trainee Program (12 m), basis actual performance against the defined targets. |          |        |
| Other Benefits (as per prevalent Company Policy):                                                                                                                                                                                                                                           |          |        |
| Group Term Insurance: Term cover of INR 12,00,000 Mediclaim: INR 4,00,000 for self and dependents                                                                                                                                                                                           |          |        |

<sup>1</sup>

**Flexi Pay:**

- Flexi component amount allocation can be planned by you in Flexi Benefit Planner. Please note that component selection will alter your monthly take home as against the aforementioned monthly gross
- LTA, Mobile Handset Allowance, Fuel & Driver are reimbursable components. On opting for these, the payout will be made only after submission of documents as provided in the Flexi Policy □ **Maximum amounts allocable under Flexi Pay are following:**

| Component                    | Per annum | Per month |
|------------------------------|-----------|-----------|
| LTA (Leave Travel Allowance) | 9,625     | 802       |
| Mobile Handset Allowance     | 10,000    | 833       |
| Fuel & Driver                | 21,600    | 1,800     |



**NAKASKAR JAYESH GAJANAN**

Dear **NAKASKAR JAYESH GAJANAN**

On behalf of CAI Info India Private Ltd., I would like to reconfirm our verbal offer of employment as a **"Jr. Software Engineer"** for an annual CTC of Rs. 3,00,000.00 (Rupees three lakhs thirty thousand) beginning on your anticipated start date, Monday, February 05, 2024. This will be paid to you monthly at the end of each month in increments of Rs. 25,000.00 (gross monthly CTC).

Special Clauses:

- During the period of your employment, the Company may at any time assign or transfer you to any location in the world where the Company/its clients has its establishment. In such an event, you shall be entitled to allowances in accordance with the policies of the Company.
- If you do not have an existing account with ICICI Bank, you will be required to establish one within 2 weeks of your first pay.
- You shall be considered for the next financial review in 2025.

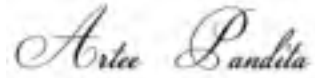
You are required to bring the following documents at the time of reporting for employment: -

- Last updated resume
- Latest passport size photograph
- A copy of Educational Certificates for all years of education and mark cards -
- Copy of passport
- Form 16

Please sign the bottom portion of this letter indicating your acceptance of this position and return the same immediately. You will be issued an appointment letter upon your acceptance of this offer letter.

Thank You and Welcome.

Yours Truly, Accepted By:



**Artee Pandita** \_\_\_\_\_  
**Director-Human Resources**

Divyasree Towers, Floor 5, Guruppanapalya  
Bannerghatta Main Road, Bangalore-560029  
[www.cai.io](http://www.cai.io) [inquire@cai.io](mailto:inquire@cai.io)

Detailed CTC Breakdown:

| Description       | Monthly              | Yearly                 |
|-------------------|----------------------|------------------------|
| Basic             | INR 13,750.00        | INR 1,65,000.00        |
| HRA               | INR 5,500.00         | INR 66,000.00          |
| Conveyance        | INR 300.00           | INR 3,600.00           |
| Medical Allowance | INR 700.00           | INR 8,400.00           |
| Statutory Bonus   | INR 2,500.00         | INR 30,000.00          |
| Provident Fund    | INR 3,300.00         | INR 39,600.00          |
| Gratuity          | INR 661.38           | INR 7,936.50           |
| Special Allowance | INR 788.63           | INR 9,463.50           |
| <b>Total</b>      | <b>INR 25,000.00</b> | <b>INR 3,00,000.00</b> |

Accepted By:

---

Divyasree Towers, Floor 5, Guruppanapalya  
Bannerghatta Main Road, Bangalore-560029  
[www.cai.io](http://www.cai.io) [inquire@cai.io](mailto:inquire@cai.io)

**CAI Info India Private Limited**

080 -45340400



**Offer: Computer Consultancy**

**Ref: TCSL/DT20228278617/Bangalore**

**Date: 8/9/2022**

Dear NANDISH KUMAR R

**Sub: Letter of Offer**

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade **Y**. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be **350000/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year. Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &



Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

## **COMPENSATION AND BENEFITS**

### **BASIC SALARY**

You will be eligible for a basic salary of `14,784/- per month.

### **BOUQUET OF BENEFITS (BoB)**

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

#### **1. House Rent Allowance (HRA)**

Your HRA will be `5,914/- per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

#### **2. Leave Travel Allowance**

You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

#### **3. Food Card**

You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias. As per the Pre-Defined structure you will be eligible for a Food Card with an amount of `500/- being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.





## **PERFORMANCE PAY**

### **Monthly Performance Pay**

You will receive a monthly performance pay of `1,700/-. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

### **Quarterly Variable Allowance**

Your variable allowance will be `600/- per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

## **CITY ALLOWANCE**

You will be eligible for a City Allowance of `200/- per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

## **XPLORE/ LEARNING INCENTIVES**

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

## **OTHER BENEFITS**

### **Health Insurance Scheme**

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:



## **1. Basic Cover**

i. Entitlement - Includes domiciliary expenses up to `6,000/- per insured person per annum and basic hospitalization expenses up to `2,00,000/- per insured person per annum.

ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

## **2. Higher Hospitalisation**

Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

i. Entitlement - You and your enrolled dependants will be entitled for `12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

## **Maternity Leave**

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother, may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

## **Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)**

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of `250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

## **Loans**

You will be eligible for loans, as per TCSL's loan policy.

## **Professional Memberships**

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.



## **RETIRALS**

### **Provident Fund**

You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

### **Gratuity**

You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

## **TERMS AND CONDITIONS**

### **1. Aggregate Percentage Requirements**

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

### **2. Pre requisites for Joining**

To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.



### **3. Training Period**

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

### **4. Working Hours**

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

### **5. Mobility**

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

### **6. Compensation Structure / Salary components**

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

### **7. Increments and Promotions**

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

### **8. Alternative Occupation / Employment**

Either during the period of your traineeship or during the period of your employment as a



confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

## **9. Confidentiality Agreement**

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

## **10. Service Agreement**

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL `50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

## **11. Work in SBWS mode**

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.

## **12. Overseas International Assignment Agreement**

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related





documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

### **13. Terms and Conditions**

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

### **14. TATA Code of Conduct**

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

### **15. Notice Period**

Upon your confirmation, this contract of employment is terminable by you by giving 90 days notice in writing to TCSL. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion.

Upon your confirmation, this contract of employment may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

It is understood, agreed and made abundantly clear herein that you shall have to necessarily work during the notice period given by TCSL under this clause, unless you are otherwise relieved by TCSL by giving you payment in lieu of notice.

Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by it at its own discretion having regard to the responsibilities shouldered by you while being in the employment of TCS.

### **16. Retirement**

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

### **17. Pre-employment Medical Certificate**

You are required to submit a Medical Certificate of Fitness (in the format prescribed by



TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

## 18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

## 19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining. If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

## 20. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)



- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :

\*There is no criminal offence registered/pending against you

\*There is no disciplinary case pending against you in the university

- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

\*PAN Card (Permanent Account Number)

\*Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)

\*Passport

\*NSR E-Card

## **21. TCS Xperience Program**

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

## **22. Letter of Appointment**

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

## **23. Rules and Regulations of the Company**

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from





time to time. The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

#### **24. Compliance to all clauses**

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

#### **25. Data Privacy Clause:**

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of overseas deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

**Withdrawal of Offer**

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

**For TATA Consultancy Services Limited**

**Girish V. Nandimath**  
**Global Head Talent Acquisition & AIP**



[Click here](#) or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary  
Annexure 2: List of TCS Xplore Centres  
Annexure 3: Confidentiality and IP Terms



## GROSS SALARY SHEET

Annexure 1

|                       |                                          |
|-----------------------|------------------------------------------|
| <b>Name</b>           | <b>NANDIS<br/>H<br/>KUMAR<br/>R</b>      |
| <b>Designation</b>    | <b>Assistant System Engineer-Trainee</b> |
| <b>Institute Name</b> | <b>Others</b>                            |

Table 1: Compensation Details (All Components in INR)

| <b>Component Category</b>             | <b>Monthly</b> | <b>Annual</b>      |
|---------------------------------------|----------------|--------------------|
| <b>1) Fixed Compensation</b>          |                |                    |
| Basic Salary                          | 14,784         | 1,77,408           |
| Bouquet Of Benefits #                 | 7,646          | 91,752             |
| <b>2) Performance Pay**</b>           |                |                    |
| Monthly Performance Pay               | 1,700          | 20,400             |
| Quarterly Variable Allowance*         | 600            | 7,200              |
| <b>3) City Allowance</b>              | 200            | 2,400              |
| <b>4) Annual Components/Retirals</b>  |                |                    |
| Health Insurance***                   | NA             | 7,900              |
| Provident Fund                        | 1,774          | 21,289             |
| Gratuity                              | 711            | 8,533              |
| Total of Annual Components & Retirals | 2,485          | 37,722             |
| <b>TOTAL GROSS</b>                    | <b>27,415</b>  | <b>350000</b>      |
| <b>Xplore/ Learning Incentive****</b> |                | <b>Upto 60,000</b> |

# Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

\* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

\*\*The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

\*\*\* For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

\*\*\*\* Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

| <b>Component Category</b>        | <b>Monthly</b> | <b>Annual</b> |
|----------------------------------|----------------|---------------|
| House Rent Allowance             | 5,914          | 70,968        |
| Leave Travel Assistance          | 1,232          | 14,784        |
| Food Card                        | 500            | 6,000         |
| <b>GROSS BOUQUET OF BENEFITS</b> | <b>7,646</b>   | <b>91,752</b> |



## Annexure

|                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                       |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Ahmedabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Garima Park, IT/ITES SEZ, Plot # 41,<br>Gandhinagar - 382007                                                                                                                                                                                 | <b>Bangalore</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Gate 1, No 42, Think campus, Electronic City phase II,<br>Bangalore - 560100, Karnataka                                                                                           |
| <b>BUBANESHWAR</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Training Lab Venue: Barabati, IRC Block, Ground Floor,<br>Tata Consultancy Services Limited, (UNIT-II) - BARBATI<br>SEZ, IT/ITES - SPECIAL ECONOMIC ZONE (SEZ), PLOT NO.<br>35, CHANDAKA INDUSTRIAL ESTATE, PATIA,<br>Bhubaneswar - 751024 | <b>Chennai</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>415/21-24, Kumaran Nagar, Old Mahabalipuram Rd,<br>TNHB, Sholinganallur, Chennai, Tamil Nadu 600119                                                                                 |
| <b>DELHI – Gurgaon</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Block C, Kings Canyon, ASF Insignia, Gurgaon -<br>Faridabad Road, Gawal Pahari, Gurgaon - 122003,<br>Haryana                                                                                                                           | <b>DELHI – Noida</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. A-44 & A-45, Ground, 1st to 5th Floor & 10th<br>floor, Galaxy Business Park, Block - C & D, Sector - 62,<br>Noida - 201 309, UP                                      |
| <b>Guwahati</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>5th Floor, NEDFi House, G.S. Road, Dispur, Guwahati -<br>781006, Assam                                                                                                                                                                        | <b>Hyderabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Q City, Nanakramguda, Hyderabad                                                                                                                                                   |
| <b>INDORE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor,<br>Village Tigariya Badshah & Bada Bangarde, Tehsil<br>Hatod, Indore - 452018,<br>Madhya Pradesh                                                                                           | <b>KOLKATA</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Ecospace 1B building, 2nd Floor, Plot - IIF/12, New<br>Town, Rajarhat, Kolkata - 700160, West Bengal OR<br>Auditorium, 2nd Floor, Wanderers Building, Delta Park -<br>Lords |
| <b>KOCHI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>TCS centre, Infopark Road Infopark Campus, Infopark,<br>Kakkanad, Kerala 682042                                                                                                                                                                  | <b>MUMBAI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Yantra Park, Pokharan Road Number 2, TCS Approach<br>Rd, Thane, West, Thane, Maharashtra 400606                                                                                      |
| <b>NAGPUR</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,                                                                                                                                                                                         | <b>PUNE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park,<br>Hinjewadi Phase III, Pune - 411057, Maharashtra                                                                               |
| <b>Trivandrum</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Peepul Park, Technopark Campus, Kariyavattom P.O,<br>Trivandrum - 695581, India                                                                                                                                                             |                                                                                                                                                                                                                                                       |





## Annexure

### Confidentiality and IP Terms and Conditions

#### 1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.



## **2. Associate's Obligations**

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

## **3. Intellectual Property Rights**

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filing or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.



#### **4. Prior knowledge**

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

#### **5. Use of third party material**

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

#### **6. Security policies and Guidelines.**

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

#### **7. Working in SBWS Framework:**

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.



(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

## **8. Restriction on Associate's Rights**

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

## **9. No License**

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.





## **10. Equitable Rights**

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

## **11. General**

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay or omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.



(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.



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Fax: +91 080 6681 3334  
ey.com

Dear **Naveen Kumar**,

**Subject: Letter of intent**

With reference to the campus selection process and the subsequent interviews that you had with us, we are pleased to extend a letter of intent subject to the following terms and conditions:

**1. Position:**

You will be offered a position in "**EY Global Delivery Services India LLP**" (the "Firm").

**2. Date of joining and work location:**

Your date of joining the company and work location will be communicated to you at a later stage.

**3. Annual Fixed compensation:**

You shall be paid an annual fixed compensation of **INR.450000/-** per annum. The annual fixed compensation will be subject to applicable taxes as per the provision of IncomeTax Act & will be paid to you after deduction of income tax and other applicable taxes at source.

As per policy of the Firm, in addition to your fixed compensation you will be eligible to participate in the EY GDS Variable Pay Bonus Program, which drives a pay for performance approach providing differential reward based on EY GDS, business unit and personal performance. This will be payable on or before 31 August 2022. This is subject to you being employed with the Firm as on the date of payment of Variable Pay Bonus. Employees who join the Firm during the year will be eligible for a prorated Variable Pay Bonus payment. The Variable Pay Bonus amount is subject to income tax deduction as per rules prescribed under the tax laws.

**4. Education Qualification:**

This letter of intent is subject to your successful completion of Btech exams by September 2022.

Please note that a detailed offer letter would be issued to you subsequently.

Looking forward to a mutually beneficial association.

Thanking you.

Yours faithfully,

for **EY Global Delivery Services India LLP**

Signed By : RAHUL DASGUPTA  
Reason : Offer Letter  
Location : Bangalore  
Date: 24-09-2021 16:16:53

**Authorized Signatory**





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Dear **Rekha Dd**,

**Subject: Letter of intent**

With reference to the campus selection process and the subsequent interviews that you had with us, we are pleased to extend a letter of intent subject to the following terms and conditions:

**1. Position:**

You will be offered a position in "**EY Global Delivery Services India LLP**" (the "Firm").

**2. Date of joining and work location:**

Your date of joining the company and work location will be communicated to you at a later stage.

**3. Annual Fixed compensation:**

You shall be paid an annual fixed compensation of **INR.483000/-** per annum. The annual fixed compensation will be subject to applicable taxes as per the provision of IncomeTax Act & will be paid to you after deduction of income tax and other applicable taxes at source.

As per policy of the Firm, in addition to your fixed compensation you will be eligible to participate in the EY GDS Variable Pay Bonus Program, which drives a pay for performance approach providing differential reward based on EY GDS, business unit and personal performance. This will be payable on or before 31 August 2023. This is subject to you being employed with the Firm as on the date of payment of Variable Pay Bonus. Employees who join the Firm during the year will be eligible for a prorated Variable Pay Bonus payment. The Variable Pay Bonus amount is subject to income tax deduction as per rules prescribed under the tax laws.

**4. Education Qualification:**

This letter of intent is subject to your successful completion of Btech exams by September 2023.

Please note that a detailed offer letter would be issued to you subsequently.

Looking forward to a mutually beneficial association.

Thanking you.

Yours faithfully,

for **EY Global Delivery Services India LLP**

Signed By : RAHUL DASGUPTA  
Reason : Offer Letter  
Location : Bangalore  
Date: 24-09-2021 16:16:53

**Authorized Signatory**





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Dear **Sammedh Chaugala**,

**Subject: Letter of intent**

With reference to the campus selection process and the subsequent interviews that you had with us, we are pleased to extend a letter of intent subject to the following terms and conditions:

**1. Position:**

You will be offered a position in "**EY Global Delivery Services India LLP**" (the "Firm").

**2. Date of joining and work location:**

Your date of joining the company and work location will be communicated to you at a later stage.

**3. Annual Fixed compensation:**

You shall be paid an annual fixed compensation of **INR.483000/-** per annum. The annual fixed compensation will be subject to applicable taxes as per the provision of IncomeTax Act & will be paid to you after deduction of income tax and other applicable taxes at source.

As per policy of the Firm, in addition to your fixed compensation you will be eligible to participate in the EY GDS Variable Pay Bonus Program, which drives a pay for performance approach providing differential reward based on EY GDS, business unit and personal performance. This will be payable on or before 31 August 2023. This is subject to you being employed with the Firm as on the date of payment of Variable Pay Bonus. Employees who join the Firm during the year will be eligible for a prorated Variable Pay Bonus payment. The Variable Pay Bonus amount is subject to income tax deduction as per rules prescribed under the tax laws.

**4. Education Qualification:**

This letter of intent is subject to your successful completion of Btech exams by September 2023.

Please note that a detailed offer letter would be issued to you subsequently.

Looking forward to a mutually beneficial association.

Thanking you.

Yours faithfully,

for **EY Global Delivery Services India LLP**

Signed By : RAHUL DASGUPTA  
Reason : Offer Letter  
Location : Bangalore  
Date: 24-09-2021 16:16:53

**Authorized Signatory**







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Dear **Abhilasha Maurya**,

**Subject: Letter of intent**

With reference to the campus selection process and the subsequent interviews that you had with us, we are pleased to extend a letter of intent subject to the following terms and conditions:

**1. Position:**

You will be offered a position in "**EY Global Delivery Services India LLP**" (the "Firm").

**2. Date of joining and work location:**

Your date of joining the company and work location will be communicated to you at a later stage.

**3. Annual Fixed compensation:**

You shall be paid an annual fixed compensation of **INR.483000/-** per annum. The annual fixed compensation will be subject to applicable taxes as per the provision of IncomeTax Act & will be paid to you after deduction of income tax and other applicable taxes at source.

As per policy of the Firm, in addition to your fixed compensation you will be eligible to participate in the EY GDS Variable Pay Bonus Program, which drives a pay for performance approach providing differential reward based on EY GDS, business unit and personal performance. This will be payable on or before 31 August 2023. This is subject to you being employed with the Firm as on the date of payment of Variable Pay Bonus. Employees who join the Firm during the year will be eligible for a prorated Variable Pay Bonus payment. The Variable Pay Bonus amount is subject to income tax deduction as per rules prescribed under the tax laws.

**4. Education Qualification:**

This letter of intent is subject to your successful completion of Btech exams by September 2023.

Please note that a detailed offer letter would be issued to you subsequently.

Looking forward to a mutually beneficial association.

Thanking you.

Yours faithfully,

for **EY Global Delivery Services India LLP**

Signed By : RAHUL DASGUPTA  
Reason : Offer Letter  
Location : Bangalore  
Date: 24-09-2021 16:16:53

**Authorized Signatory**





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Dear **Aditi**,

**Subject: Letter of intent**

With reference to the campus selection process and the subsequent interviews that you had with us, we are pleased to extend a letter of intent subject to the following terms and conditions:

**1. Position:**

You will be offered a position in "**EY Global Delivery Services India LLP**" (the "Firm").

**2. Date of joining and work location:**

Your date of joining the company and work location will be communicated to you at a later stage.

**3. Annual Fixed compensation:**

You shall be paid an annual fixed compensation of **INR.483000/-** per annum. The annual fixed compensation will be subject to applicable taxes as per the provision of IncomeTax Act & will be paid to you after deduction of income tax and other applicable taxes at source.

As per policy of the Firm, in addition to your fixed compensation you will be eligible to participate in the EY GDS Variable Pay Bonus Program, which drives a pay for performance approach providing differential reward based on EY GDS, business unit and personal performance. This will be payable on or before 31 August 2023. This is subject to you being employed with the Firm as on the date of payment of Variable Pay Bonus. Employees who join the Firm during the year will be eligible for a prorated Variable Pay Bonus payment. The Variable Pay Bonus amount is subject to income tax deduction as per rules prescribed under the tax laws.

**4. Education Qualification:**

This letter of intent is subject to your successful completion of Btech exams by September 2023.

Please note that a detailed offer letter would be issued to you subsequently.

Looking forward to a mutually beneficial association.

Thanking you.

Yours faithfully,

for **EY Global Delivery Services India LLP**

Signed By : RAHUL DASGUPTA  
Reason : Offer Letter  
Location : Bangalore  
Date: 24-09-2021 16:16:53

**Authorized Signatory**





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Dear **Akarsh Kumar**,

**Subject: Letter of intent**

With reference to the campus selection process and the subsequent interviews that you had with us, we are pleased to extend a letter of intent subject to the following terms and conditions:

**1. Position:**

You will be offered a position in "**EY Global Delivery Services India LLP**" (the "Firm").

**2. Date of joining and work location:**

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**3. Annual Fixed compensation:**

You shall be paid an annual fixed compensation of **INR.483000/-** per annum. The annual fixed compensation will be subject to applicable taxes as per the provision of IncomeTax Act & will be paid to you after deduction of income tax and other applicable taxes at source.

As per policy of the Firm, in addition to your fixed compensation you will be eligible to participate in the EY GDS Variable Pay Bonus Program, which drives a pay for performance approach providing differential reward based on EY GDS, business unit and personal performance. This will be payable on or before 31 August 2023. This is subject to you being employed with the Firm as on the date of payment of Variable Pay Bonus. Employees who join the Firm during the year will be eligible for a prorated Variable Pay Bonus payment. The Variable Pay Bonus amount is subject to income tax deduction as per rules prescribed under the tax laws.

**4. Education Qualification:**

This letter of intent is subject to your successful completion of Btech exams by September 2023.

Please note that a detailed offer letter would be issued to you subsequently.

Looking forward to a mutually beneficial association.

Thanking you.

Yours faithfully,

for **EY Global Delivery Services India LLP**

Signed By : RAHUL DASGUPTA  
Reason : Offer Letter  
Location : Bangalore  
Date: 24-09-2021 16:16:53

**Authorized Signatory**





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Dear **Akash SR**,

**Subject: Letter of intent**

With reference to the campus selection process and the subsequent interviews that you had with us, we are pleased to extend a letter of intent subject to the following terms and conditions:

**1. Position:**

You will be offered a position in "**EY Global Delivery Services India LLP**" (the "Firm").

**2. Date of joining and work location:**

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As per policy of the Firm, in addition to your fixed compensation you will be eligible to participate in the EY GDS Variable Pay Bonus Program, which drives a pay for performance approach providing differential reward based on EY GDS, business unit and personal performance. This will be payable on or before 31 August 2023. This is subject to you being employed with the Firm as on the date of payment of Variable Pay Bonus. Employees who join the Firm during the year will be eligible for a prorated Variable Pay Bonus payment. The Variable Pay Bonus amount is subject to income tax deduction as per rules prescribed under the tax laws.

**4. Education Qualification:**

This letter of intent is subject to your successful completion of Btech exams by September 2023.

Please note that a detailed offer letter would be issued to you subsequently.

Looking forward to a mutually beneficial association.

Thanking you.

Yours faithfully,

for **EY Global Delivery Services India LLP**

Signed By : RAHUL DASGUPTA  
Reason : Offer Letter  
Location : Bangalore  
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Dear **Ameen Rabbani**,

**Subject: Letter of intent**

With reference to the campus selection process and the subsequent interviews that you had with us, we are pleased to extend a letter of intent subject to the following terms and conditions:

**1. Position:**

You will be offered a position in "**EY Global Delivery Services India LLP**" (the "Firm").

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**3. Annual Fixed compensation:**

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As per policy of the Firm, in addition to your fixed compensation you will be eligible to participate in the EY GDS Variable Pay Bonus Program, which drives a pay for performance approach providing differential reward based on EY GDS, business unit and personal performance. This will be payable on or before 31 August 2023. This is subject to you being employed with the Firm as on the date of payment of Variable Pay Bonus. Employees who join the Firm during the year will be eligible for a prorated Variable Pay Bonus payment. The Variable Pay Bonus amount is subject to income tax deduction as per rules prescribed under the tax laws.

**4. Education Qualification:**

This letter of intent is subject to your successful completion of Btech exams by September 2023.

Please note that a detailed offer letter would be issued to you subsequently.

Looking forward to a mutually beneficial association.

Thanking you.

Yours faithfully,

for **EY Global Delivery Services India LLP**

Signed By : RAHUL DASGUPTA  
Reason : Offer Letter  
Location : Bangalore  
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**Authorized Signatory**





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Dear **Dheeraj C,**

**Subject: Letter of intent**

With reference to the campus selection process and the subsequent interviews that you had with us, we are pleased to extend a letter of intent subject to the following terms and conditions:

**1. Position:**

You will be offered a position in "**EY Global Delivery Services India LLP**" (the "Firm").

**2. Date of joining and work location:**

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**3. Annual Fixed compensation:**

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**4. Education Qualification:**

This letter of intent is subject to your successful completion of Btech exams by September 2023.

Please note that a detailed offer letter would be issued to you subsequently.

Looking forward to a mutually beneficial association.

Thanking you.

Yours faithfully,

for **EY Global Delivery Services India LLP**

Signed By : RAHUL DASGUPTA  
Reason : Offer Letter  
Location : Bangalore  
Date: 24-09-2021 16:16:53

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Dear **MD Mujeeb Ur Rehman G,**

**Subject: Letter of intent**

With reference to the campus selection process and the subsequent interviews that you had with us, we are pleased to extend a letter of intent subject to the following terms and conditions:

**1. Position:**

You will be offered a position in "**EY Global Delivery Services India LLP**" (the "Firm").

**2. Date of joining and work location:**

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**4. Education Qualification:**

This letter of intent is subject to your successful completion of Btech exams by September 2023.

Please note that a detailed offer letter would be issued to you subsequently.

Looking forward to a mutually beneficial association.

Thanking you.

Yours faithfully,

for **EY Global Delivery Services India LLP**

Signed By : RAHUL DASGUPTA  
Reason : Offer Letter  
Location : Bangalore  
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Dear **Meghana SG**,

**Subject: Letter of intent**

With reference to the campus selection process and the subsequent interviews that you had with us, we are pleased to extend a letter of intent subject to the following terms and conditions:

**1. Position:**

You will be offered a position in "**EY Global Delivery Services India LLP**" (the "Firm").

**2. Date of joining and work location:**

Your date of joining the company and work location will be communicated to you at a later stage.

**3. Annual Fixed compensation:**

You shall be paid an annual fixed compensation of **INR.483000/-** per annum. The annual fixed compensation will be subject to applicable taxes as per the provision of IncomeTax Act & will be paid to you after deduction of income tax and other applicable taxes at source.

As per policy of the Firm, in addition to your fixed compensation you will be eligible to participate in the EY GDS Variable Pay Bonus Program, which drives a pay for performance approach providing differential reward based on EY GDS, business unit and personal performance. This will be payable on or before 31 August 2023. This is subject to you being employed with the Firm as on the date of payment of Variable Pay Bonus. Employees who join the Firm during the year will be eligible for a prorated Variable Pay Bonus payment. The Variable Pay Bonus amount is subject to income tax deduction as per rules prescribed under the tax laws.

**4. Education Qualification:**

This letter of intent is subject to your successful completion of Btech exams by September 2023.

Please note that a detailed offer letter would be issued to you subsequently.

Looking forward to a mutually beneficial association.

Thanking you.

Yours faithfully,

for **EY Global Delivery Services India LLP**

Signed By : RAHUL DASGUPTA  
Reason : Offer Letter  
Location : Bangalore  
Date: 24-09-2021 16:16:53

**Authorized Signatory**







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Dear **Mohammed Faisal**,

**Subject: Letter of intent**

With reference to the campus selection process and the subsequent interviews that you had with us, we are pleased to extend a letter of intent subject to the following terms and conditions:

**1. Position:**

You will be offered a position in "**EY Global Delivery Services India LLP**" (the "Firm").

**2. Date of joining and work location:**

Your date of joining the company and work location will be communicated to you at a later stage.

**3. Annual Fixed compensation:**

You shall be paid an annual fixed compensation of **INR.483000/-** per annum. The annual fixed compensation will be subject to applicable taxes as per the provision of IncomeTax Act & will be paid to you after deduction of income tax and other applicable taxes at source.

As per policy of the Firm, in addition to your fixed compensation you will be eligible to participate in the EY GDS Variable Pay Bonus Program, which drives a pay for performance approach providing differential reward based on EY GDS, business unit and personal performance. This will be payable on or before 31 August 2023. This is subject to you being employed with the Firm as on the date of payment of Variable Pay Bonus. Employees who join the Firm during the year will be eligible for a prorated Variable Pay Bonus payment. The Variable Pay Bonus amount is subject to income tax deduction as per rules prescribed under the tax laws.

**4. Education Qualification:**

This letter of intent is subject to your successful completion of Btech exams by September 2023.

Please note that a detailed offer letter would be issued to you subsequently.

Looking forward to a mutually beneficial association.

Thanking you.

Yours faithfully,

for **EY Global Delivery Services India LLP**

Signed By : RAHUL DASGUPTA  
Reason : Offer Letter  
Location : Bangalore  
Date: 24-09-2021 16:16:53

**Authorized Signatory**





EY Global Delivery Services India LLP  
3rd Floor, Tower 'C',  
RMZ Infinity, Old Madras Road,  
Benniganahalli, K.R. Puram,  
Bangalore - 560016  
Karnataka , India

Tel: +91 080 6681 3000  
Fax: +91 080 6681 3334  
ey.com

Dear **Navya MS**,

**Subject: Letter of intent**

With reference to the campus selection process and the subsequent interviews that you had with us, we are pleased to extend a letter of intent subject to the following terms and conditions:

**1. Position:**

You will be offered a position in "**EY Global Delivery Services India LLP**" (the "Firm").

**2. Date of joining and work location:**

Your date of joining the company and work location will be communicated to you at a later stage.

**3. Annual Fixed compensation:**

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**4. Education Qualification:**

This letter of intent is subject to your successful completion of Btech exams by September 2023.

Please note that a detailed offer letter would be issued to you subsequently.

Looking forward to a mutually beneficial association.

Thanking you.

Yours faithfully,

for **EY Global Delivery Services India LLP**

Signed By : RAHUL DASGUPTA  
Reason : Offer Letter  
Location : Bangalore  
Date: 24-09-2021 16:16:53

**Authorized Signatory**





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Dear **Prajwal patil**,

**Subject: Letter of intent**

With reference to the campus selection process and the subsequent interviews that you had with us, we are pleased to extend a letter of intent subject to the following terms and conditions:

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**4. Education Qualification:**

This letter of intent is subject to your successful completion of Btech exams by September 2023.

Please note that a detailed offer letter would be issued to you subsequently.

Looking forward to a mutually beneficial association.

Thanking you.

Yours faithfully,

for **EY Global Delivery Services India LLP**

Signed By : RAHUL DASGUPTA  
Reason : Offer Letter  
Location : Bangalore  
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Dear **Rafia Akahtar Maham**,

**Subject: Letter of intent**

With reference to the campus selection process and the subsequent interviews that you had with us, we are pleased to extend a letter of intent subject to the following terms and conditions:

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**4. Education Qualification:**

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Thanking you.

Yours faithfully,

for **EY Global Delivery Services India LLP**

Signed By : RAHUL DASGUPTA  
Reason : Offer Letter  
Location : Bangalore  
Date: 24-09-2021 16:16:53

**Authorized Signatory**







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Dear **Rituraj**,

**Subject: Letter of intent**

With reference to the campus selection process and the subsequent interviews that you had with us, we are pleased to extend a letter of intent subject to the following terms and conditions:

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This letter of intent is subject to your successful completion of Btech exams by September 2023.

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Thanking you.

Yours faithfully,

for **EY Global Delivery Services India LLP**

Signed By : RAHUL DASGUPTA  
Reason : Offer Letter  
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Dear **Roshan Raj A,**

**Subject: Letter of intent**

With reference to the campus selection process and the subsequent interviews that you had with us, we are pleased to extend a letter of intent subject to the following terms and conditions:

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Thanking you.

Yours faithfully,

for **EY Global Delivery Services India LLP**

Signed By : RAHUL DASGUPTA  
Reason : Offer Letter  
Location : Bangalore  
Date: 24-09-2021 16:16:53

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Dear **Sahid Khan**,

**Subject: Letter of intent**

With reference to the campus selection process and the subsequent interviews that you had with us, we are pleased to extend a letter of intent subject to the following terms and conditions:

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Looking forward to a mutually beneficial association.

Thanking you.

Yours faithfully,

for **EY Global Delivery Services India LLP**

Signed By : RAHUL DASGUPTA  
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Karnataka , India

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Dear **Sneha Latha Reddy B,**

**Subject: Letter of intent**

With reference to the campus selection process and the subsequent interviews that you had with us, we are pleased to extend a letter of intent subject to the following terms and conditions:

**1. Position:**

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Thanking you.

Yours faithfully,

for **EY Global Delivery Services India LLP**

Signed By : RAHUL DASGUPTA  
Reason : Offer Letter  
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Karnataka , India

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Dear **Varsha S Rajan**,

**Subject: Letter of intent**

With reference to the campus selection process and the subsequent interviews that you had with us, we are pleased to extend a letter of intent subject to the following terms and conditions:

**1. Position:**

You will be offered a position in "**EY Global Delivery Services India LLP**" (the "Firm").

**2. Date of joining and work location:**

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Thanking you.

Yours faithfully,

for **EY Global Delivery Services India LLP**

Signed By : RAHUL DASGUPTA  
Reason : Offer Letter  
Location : Bangalore  
Date: 24-09-2021 16:16:53

**Authorized Signatory**





## Welcome to Wipro's Work Integrated Learning Program ("WILP")

**Work Integrated Learning Programme**  
**Wipro Limited, Dodda Kannelli**  
**Sarjapur Road, Bengaluru - 560 035.**  
**Phone: (080) 28440011/12, Fax: (080) 28440256**

Dear NEELESH SAI K C,

### **Sub: Enrolment letter to Wipro's Work Integrated Learning Program ("WILP") as Scholar Trainee – Work Integrated Learning Program**

Welcome to WILP!

With reference to your application, it is our pleasure to enroll you as a Scholar Trainee – Work Integrated Learning Program. This is a scholarship program customized as a robust academic and training program which will enable you to obtain M-Tech degree from one of the premier engineering institution / University in India.

The duration of the academic program shall be 48 months from the **date of enrolment to the academic program**. You will be enrolled into the academic program within 12 months from date of joining. Your date of joining will be intimated through a separate communication.

We hope you enjoy the learning with WILP and have an enriching experience being a part of Wipro Limited ("Wipro or "Company").

Please read through the terms and conditions of your enrolment as provided below.

We look forward to having a long and fruitful relationship with you at WILP, Wish you all the best!

Yours sincerely,  
For **Wipro Limited**,

**Aparna Shailen**  
**General Manager - Human Resources**

#### **Endorsement**

I accept the enrolment and the terms and conditions thereof as specified below. I shall report for undergoing study on

#### **Terms & Conditions of Scholarship**

##### **1. PROFILE:**

You have been selected to be a part of Wipro's WILP and are enrolled as a Scholar Trainee- Work Integrated Learning Program. Upon joining WILP, you will have to undergo a "Project Readiness Program" ('PRP') that prepares you to participate in projects at the Company as part of this learning program. This robust academic program will also enable you to obtain **M-Tech degree from one of the premier engineering Institution / University** upon successful completion of the course.

##### **2. DURATION:**

The duration of your academic program will be for a period of 48 months from the date of enrolment to the academic program. You will be enrolled into the academic program within 12 months from date of joining. Unless the Company extends the period of your study in writing, which is done solely at the discretion of the Company, your enrolment would automatically terminate at the end of the stated 48 months.

In case the Company extends the academic period (in writing) you will continue to be enrolled as a Scholar Trainee – Work Integrated Learning Program with WILP.

### 3. Appointment details:

We provide support to our global customers through various Company locations in India to suit customer requirements by operating 24x7. You would be operating from any of these locations and in any of the shifts, including night shift, as may be decided by the Company, keeping in mind the business needs and deliverables to customers.

### 4. Scholarship/Stipend and Benefits

During your period of enrolment, you would be entitled to a consolidated monthly scholarship.

Apart from the monthly scholarship, the Company will provide you with life & accidental insurance that would include a cover for you, the premium / cost will be taken care of by Wipro. This is a voluntary benefit offered by the Company and the details of the same are listed below.

- i. A Group Personal Accident Insurance (GPAI) coverage of **Rs.12,00,000/-**. You could also choose to get additional coverage for a nominal and highly negotiated premium. More details on the policy are available in My Policies section in myWipro, the HR portal at Wipro.
- ii. Group Life Insurance coverage of **Rs.14, 00,000/-**. This sum insured is inclusive of cover as per EDLI (Employee Deposit Linked Insurance). You can also get an extra coverage for a nominal and highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

In addition to the above, you are also eligible for medical insurance cover towards hospitalization.

You are eligible for a floater coverage of Rs.2,00,000/- per annum for family (self, spouse & children) towards hospitalization. There will be a deduction from your monthly scholarship/stipend depending on your marital/family status towards the base sum insured premium. 10% of the claim amount would need to be borne by the employee/Scholar trainee.

Base Medical insurance is to be availed by the employee as default. It is accounted for in deductions as a nominal monthly charge. Top-Up cover is voluntary and charged as applicable during renewal timelines.

If you wish to enhance the coverage, a top up cover option is also available for a highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

The below table lists down your scholarship details:

| Period      | Scholarship | ESI | Consolidated Scholarship (Rs. Per Month) |
|-------------|-------------|-----|------------------------------------------|
| First year  | 15000       | 488 | 15,488/- (*)                             |
| Second year | 17000       | 553 | 17,553/- (*)                             |
| Third year  | 19000       | 618 | 19,618/- (*)                             |
| Fourth year | 23000       | 0   | 23,000/- (*)                             |

(\*) You shall be responsible for payment of all statutory contributions, taxes, dues and levies as may be required under the relevant laws including contributions under Employees' State Insurance Corporation Act (**at 0.75% of your Scholarship**) as and when applicable to you. Such contributions, taxes, dues and levies where required, shall be deducted from your Scholarship and benefits according to applicable laws and regulations.

Your fourth-year scholarship will continue until completion of your M-Tech program. Your enrolment into the MTech academic program within 12 months from date of joining.

You shall be eligible to receive a onetime "joining bonus" of Rs.75,000 after you join Wipro along with your first month salary. All applicable taxes on the payment of this amount will be borne by you. Please note in the event you leave the organization within 12 months from the date of joining, payment processed under Joining bonus shall be recovered from the employee at the time of exit.

The enhancement of the scholarship at the end of each academic year of study will be at the discretion of the Company and subject to your satisfactory progress of study, acquisition of skills, behavior, regularity and punctuality in attendance. Your continued enrolment in the course, will be at the discretion of the Company, and is subject to satisfactory academic performance and other requirements as prescribed in the WILP portal.

In case your project performance at any stage is not found to be at par with the requirement of WILP, then you would be placed on performance improvement program (PIP). If you fail to successfully complete the PIP, the Company may at its sole discretion discontinue your enrolment in the WILP program.

#### **Book Allowance:**

A Book Allowance of Rs.1,250/- will be provided to you per semester. This allowance will be given every semester except the last semester when you will be engaged in dissertation. The allowance will be paid to you centrally along with your scholarship during the course of each semester. The allowance will be subject to tax. Book allowance is applicable and paid only when you are registered for the semester.

#### **5. Training Agreement:**

- i. This letter of enrolment is subject to the execution of a training agreement in the prescribed proforma with Wipro Limited, Sarjapur Road, Doddakannelli, Bengaluru-560035 on or before joining the program ("Training Agreement").
- ii. This Training agreement shall be for a total period of 60 Months where you will be mentored for developing your skills and knowledge. This included technical training, in various formats, both online and offline and practical experience in various projects. The Company invests on your behalf for the cost of these trainings. Should you discontinue the WILP program or your enrolment with WILP is cancelled for any reason whatsoever before the completion of 60 months from the date of joining, the training expenses of Rs.75,000/-(Rupees Seventy five thousand only) will have to be paid by you as detailed in the Training Agreement.

#### **6. PROJECT READINESS PROGRAM (PRP)**

Upon enrolment, you will have to undergo a Project Readiness Program (PRP) to prepare you to participate in projects. This is offered by Wipro's - Talent Transformation Department to all campus and off-campus selects. The broad objective of PRP is to equip you with the necessary knowledge and skills that will enable you to start working on real-life project work which is an integral part of the WILP.

#### **7. Regulations of Academic study:**

- i. You will be enrolled for M-Tech program with a renowned institution ("University") that collaborates with Wipro for WILP.
- ii. Course specialization includes but is not limited to Software Systems, Software Engineering, Information Technology, Computing Systems and Infrastructure Management, Data Analytics, IoT, Cloud, Digital & Cyber security, Embedded Systems.
- iii. Your specialization and enrolment would be decided based on prevailing business requirements and decision of the Company is final and binding.
- iv. You will not be able to change Specialization track after enrolment.
- v. Overall program duration is 4 years from date of enrolment of academic program.
- vi. As per the program structure, a WILP Scholar trainee will register and pursue 4 to 6 courses per semester over 7 semesters.
- vii. You will be required to submit a project work / dissertation in your final semester (8<sup>th</sup> semester of your program). This will enable you to advance your professional capabilities by applying concepts and techniques in projects.
- viii. Each course has multiple evaluation components. This includes an assignment component, quiz, mid-semester examination and comprehension examination. All evaluation components are mandatory for securing a pass grade in a course as prescribed by the partnering institution.

- ix. Contact classes are organized as per the handout and calendar prepared and shared by the University at the beginning of each semester. In the normal course, one session of 2 hours duration per course per contact class is organized.
- x. You will be called upon to undergo studies during the hours and days as may be fixed by the Company from time to time. Normally, the study hours would be from 9:00am to 6:00pm
- xi. The faculty will take attendance/circulate attendance sheets for every session. It is your responsibility to ensure that your attendances are recorded properly.
- xii. WILP Scholar trainees are expected to be on time for every session. Punctuality is non-negotiable and the faculty reserves the right to deny entry and attendance to late comers.
- xiii. Attending 75% of contact session is mandatory for each course to appear for examinations.
- xiv. Not attending classes for reasons like medical/on the job training /late coming/personal problems and other similar reasons would be treated as absenteeism.
- xv. Scholar trainees who fail to meet the minimum attendance criteria will not qualify for comprehension exams for any of the registered courses in that semester.
- xvi. For any reason, you are not able to meet the minimum attendance criteria or not complete the mandatory assignments / quiz / examinations in any semester, you are required to repeat the same semester as and when the next batch is organized. In such cases, rules and regulations governing academic programs at that time would be applicable. In addition, additional semesters fees are to be borne by you as prescribed by the University.
- xvii. At the end of each semester, the performance of each Scholar Trainee in a course, is specified as a letter grade which is obtained through a Relative Grading procedure
- xviii. Any Scholar trainee securing 3 or more cumulative fail grade at any point in time will be expelled from WILP Program.
- xix. The 8th semester of study is fully devoted for dissertation / project work
- xx. If a Scholar trainee's CGPA is less than 5.5, the Scholar trainee will not be permitted to register for the dissertation. He/she has to re-appear for exams and secure a CGPA of 5.5 before taking up the dissertation. Also, a Scholar trainee with an E grade in any course will not be permitted to register for the Dissertation
- xxi. Project / Dissertation work has to be carried out by each individual separately. Teamwork is not permitted.
- xxii. The dissertation has to be completed strictly as per the guidelines that are outlined by collaborating institution.
- xxiii. WILP Scholar trainees are expected to maintain decorum and discipline in line with Wipro's professional work culture and environment.
- xxiv. In cases where a Scholar trainee deviates from the expected behaviour as prescribed by the WILP and partnering institution from time to time , strict action will be taken and the decision of the WILP Team / faculty /, University would be final and binding.
- xxv. Breach of integrity will be dealt with sternly. Such Scholar trainees will be asked to discontinue their studies and also expelled from WILP program.
- xxvi. On successful completion of the study, you will be eligible to receive the M-Tech degree from the collaborating University, in recognition of your successfully completing the course.
- xxvii. All Scholar trainees of the WILP will be given testimonials at the end of the successful completion of the M-Tech degree program. The testimonial contains the timeline in the WILP and the kind of project works carried during this opportunity.

Mode of contact session, examination pattern and other academic program norms are subject to change based on the prevailing situation / University norms declared from time to time. Decision of the University would be final and binding.

## **8. Conflict of Interest:**

- i. During your enrolment period with the WILP, you will focus exclusively on the requirements of the program. In addition to your study and academic requirements, you are required to engage yourself exclusively in the work assigned by Wipro and shall not take up any independent or individual assignments (whether part time or full time, in an advisory capacity or otherwise) directly or indirectly without the express written consent of Head /

## Manager of WILP Academy

- ii. You shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any person who is involved in activities, which are or shall be in conflict with the interests of Wipro.
- iii. The Conflict of Interest Policy also refers to the need on your part, during your enrolment and for a period of one year from the cessation of your enrolment with WILP (irrespective of the circumstances of, or the reasons for, the cessation) not to solicit, induce or encourage:
  - a. Any student/scholar trainee of the WILP to abandon /withdraw their enrolment with the program or to accept enrolment and/or employment with any competitor, supplier or any customer with whom you have a connection.
  - b. Any employee of Wipro to terminate their employment with Wipro or to accept employment with any competitor, supplier or any customer with whom you have a connection.
  - c. Any customer or vendor of Wipro to move their existing business with Wipro to a third party or to terminate their business relationship with Wipro.
  - d. Any existing employee and/or student of WILP to become associated with, or perform services of any type for any third party.
- iv. In case of any conflict or doubt, please discuss the matter with Head / Manager of WILP, to understand Wipro's position on this and resolve the conflict.

## 9. Obligation and Responsibilities:

- i. During the study period you will be governed by the WILP regulations and instructions as may be modified, from time to time, in relation to conduct, discipline and other matters.
- ii. During your study as part of WILP, Company expects you to undergo study in the area in which you are placed, with a high standard of initiative and efficiency. This is critical and Company has zero tolerance towards any deviations.
- iii. You would not be allowed to seek membership of any local or public body without the written approval from the Head / Manager of WILP.
- iv. During the study period and thereafter, you would not be allowed to give out to anyone in writing or by word of mouth or otherwise, particulars or details of work - process, technical know-how, research carried out, security arrangements, or administrative and/or organizational matters of confidential or secret nature which you may come across during your academic study or become known to you by virtue of your undergoing study under WILP or otherwise.
- v. You are bound by all regulations, instructions and policies of the WILP and Wipro. These are updated / modified on a periodic basis and new policies may be introduced and notified to Scholar trainees from time to time and you will be bound to comply with the same.
- vi. In consideration of the opportunities, trainings and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by WILP/Wipro and in the course of your association with WILP. This covenant shall endure during your association and beyond the cessation of your association with WILP (irrespective of the circumstances of, or the reasons for, the cessation).
- vii. In connection with your association with Wipro as part of the WILP and during the term of your association upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business or academic session hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

During the period of academic study, if you develop or conceptualize inventions, ideas, concepts, discoveries, techniques and improvements (including without limitation computer software) solely or jointly with others in relation to the operation of the WILP / Wipro, such developments will be fully communicated to the WILP academy and will be the sole intellectual property of Wipro. You agree to cooperate in the execution of documents to facilitate the assignment of such intellectual property when required.

## 10. Confidentiality:

- i. In consideration of the opportunities, training and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by Wipro and in the course of your enrolment. This covenant shall endure during your enrolment and beyond the cessation of your enrolment with Wipro (irrespective of the circumstances of, or the reasons for, the cessation).
- ii. During your training on projects at Wipro, you will be expected not to use or disclose any confidential information, including trade secrets, of any former employer (if any) or other person with whom you have an obligation of confidentiality and by signing below you affirm that you have no conflicting obligations or non-compete agreements that would prevent you from working without limitation for Wipro.

## **11. Assignment of Intellectual Property**

In connection with your enrolment and during the term of your enrolment, upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

## **12. Posting**

During the initial study period, initially you would be made familiar with Wipro, but you may if needed be re-assigned or transferred to another division, department, establishment or new location where Wipro, has its office or operation and WILP classes are running in the particular location, in India, without enhancing the scholarship amount. On placement of this nature, you will also be governed by the disciplinary rules and regulations as applicable in that unit/branch. You may also be placed in any sister company of Wipro, for practical studies.

## **13. Misconduct:**

- i. In case you are charged with any misconduct or disciplinary issue during your study period, your enrolment with WILP may be temporarily placed on suspension without payment of scholarship amount, for such period as Wipro may deem fit. If the charges against you are proved to be true, your enrolment may be immediately cancelled, without any notice or payment of scholarship in lieu of notice notwithstanding any clause of this letter of enrolment. It is clarified that this clause is without prejudice to Wipro's rights to enforce the Training Agreement duly signed by you even after cancellation of your enrolment for whatever reasons as the case may be.
- ii. Notwithstanding the condition regarding written notice of termination and without prejudice to Wipro's right to enforce the Training agreement, Wipro shall have the right to terminate your academic study without any notice or payment of scholarship in lieu thereof, if any declaration given or information furnished by you to WILP/ Wipro is found to be false or if you are found to have willfully suppressed any material information.

**Please note that at any stage, whether during your selection process or upon enrolment with the WILP, if it is brought to our notice that you have indulged in malpractices or used illegal means to clear your online assessment, Wipro shall withdraw or revoke the enrolment and cancel the same with immediate effect and we reserve our rights to take suitable action against you as we may deem fit.**

## **14. Cancellation of Enrolment:**

Notwithstanding any of the clauses of this letter of enrolment, Company reserves the right at its sole discretion to cancel this enrolment during the study period without assigning any reason, by giving one months' (30 days) notice or one month's scholarship/stipend in lieu of notice.

## **15. Study Hours:**

- i. As a Scholar Trainee – Work Integrated Learning Program, you will be called upon to undergo studies during the hours and days as may be fixed by WILP from time to time as per the University requirements.
- ii. You would be assigned to any of the locations and any project work as part of your WILP as may be decided by the Company.
- iii. The full day lecture sessions will be held at any of Wipro's other establishments/outourced venue. You may also be called upon to attend academic study as and when required on holidays, as may be scheduled in accordance with the convenience of the organizing team of the WILP.
- iv. The university will plan contact classes in multiple format to suit the project work situations and university guidelines such as contact classes in ILT (instructor Led training) and / or VILT (virtual Instructor Led Training and Self-Directed / Recorded lecture sessions).



## 16. General:

- i. This letter of enrolment is subject to the condition that you have not provided us with any false declaration or wilfully suppressed any material information. If you have, you will be liable for cancellation of enrolment from the WILP without any prior notice.
- ii. The terms of this letter of enrolment may be specifically enforced legally, if required. In this connection, if any of the provisions of this letter are declared or found to be void or unenforceable due to any reason whatsoever, the remaining provisions of this letter shall continue in full force and effect.
- iii. These enrolment terms supersede and replace any existing agreement or understanding, if any, between Wipro and you relating to the same subject matter.
- iv. You warrant that you are not prevented by a court or by any other administrative or judicial order from enrolling under this agreement. In the event that you are not a citizen of the country of posting, you should have a valid work permit to work in the country of posting.
- v. During the period of enrolment you are required to comply with all policies of WILP and Wipro. These policies are updated / modified on a periodic basis and new policies may be introduced and notified to the Scholar Trainees from time to time. You agree to comply with all policies as modified from time to time.

## 17. On Completion/Cancellation of Academic Program:

- i. On Completion of the academic program or cancellation of your enrolment , as the case may be, you will immediately surrender to Wipro/ the Academy all specifications, formulae, documents, literature, drawings or records, etc. belonging to Wipro/ the Academy or relating to its business and shall not make or retain any copies of these items.
- ii. You are not eligible to receive testimonial certificate if you do not successfully complete the academic study in accordance with this letter of enrolment and the study scheme formulated by the Academy.
- iii. Wipro reserves the right to offer employment at its sole discretion to a Scholar trainee on successful and satisfactory completion of the academic study.

## 18. Acceptance of Enrolment Letter:

Upon accepting the above terms and conditions, you are required to return the duplicate of this letter of enrolment, duly signed by you as a token of your acceptance on the day of joining WILP program.

Please confirm that the above terms are acceptable to you and that you accept the enrolment by signing a copy of this letter of enrolment and submit the same on the date of joining.

## 19. Work Allocation:

As part of your work responsibilities, you may be assigned to work on certain projects/accounts or other assignments as may be deemed fit by the Company in its sole discretion. Refusal to accept and deliver on such assignments shall be treated as a refusal to work and may result in termination of your employment or other disciplinary action.

Yours sincerely,

For **Wipro Limited**,



**Aparna Shailen**  
**General Manager - Human Resources**

I have read, understood and agree to accept the enrolment on the terms and conditions herein.

I shall be present for the induction session on

## **ANNEXURE I**

### **CONFIRMATION ON SHARING PERSONAL INFORMATION (AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT, 2000)**

I Radheshyam Thakur, confirm that I am voluntarily sharing my Personal Information with Wipro Limited ('Wipro') being a part of WILP of Wipro for the following purposes:

- a. validating my application form and retaining records on the same for any future reference/verification;
- b. processing my application form including background verification checks;
- c. academic study related actions including record keeping, processing scholarship advance and benefits and any action required in the context of my enrolment with Wipro, being a part of WILP.

In this context, I also agree to the retention of such Personal Information by Wipro for any future reference/verification and authorize Wipro to transfer the same to a third party.

I understand that 'Personal Information' means any information, relating to me that is available with Wipro and is capable of identifying me."

## **ANNEXURE II**

I hereby confirm that I shall submit the required academic certificate including but not limited to mark sheet and Provisional or Convocation Degree Certificate within 3 months from my date of joining. I understand that my enrolment is subject to my aggregate meeting the Wipro eligibility criteria and submission of the above mentioned documents.

I hereby declare that all the particulars mentioned above are true to the best of my knowledge. In the event of my failure to submit the above mentioned documents or in case of any discrepancy, I shall be liable for termination of my enrolment with Wipro.

## **ANNEXURE – III**

### **INITIAL INDUCTION PROGRAM**

The Talent Transformation team at Wipro groom's campus selects to help them face the challenges of the corporate world.

A holistic 360 degree approach to training is adopted and helps them hone their fundamental computer skills followed by insights into Wipro businesses, process, technology and behavioural skills.

To understand and appreciate the mindset of the young Trainees and ensure that the transformation is smooth, the induction program is done by a team of dedicated professionals who have exposure to the academic and corporate sectors alike. Project Readiness Program (PRP) is a training program designed to address the basic learning needs of the Trainees.

#### **Corporate Readiness Program - CRP**

The CRP program is focused on making young Trainees comfortable in a corporate environment. This program starts with a corporate induction.

"EMERGE" a behavioural skills building training program ensures that the fresh Trainee start feeling at ease in the "corporate world". This activity based behavioural intervention informs the new entrants about the corporate work culture and business etiquette.

#### **Technology Readiness Program - TRP**

The technology training provides critical technical skills required to work on projects allocated to Trainees and prepare to face the demands of the project world. We begin doing this by familiarizing with Wipro's businesses and work environment.

The methodology of training is "Project Based Learning" (PBL) approach, the entire learning is designed around a series of projects that the recruits are expected to complete individually by learning and applying various topics required to complete the project. Starting with individual projects, the PBL approach ends with recruits working on a team project.

## **ANNEXURE – IV**

I have read and understood the terms of my enrolment letter. I agree and acknowledge that I am a Student/Scholar trainee with Wipro's WILP. I further undertake that I shall not represent to any person within Wipro or any other third

party that I am an employee of Wipro Ltd and I fully understand that such false representation shall entail severe disciplinary action including immediate cancellation of my enrolment.

### **Travel, Accommodation, Food & Other Miscellaneous Expenses**

#### **Travel**

- i. You would be entitled for Rs. 1500 from the date of appointment as a lump sum amount that will be credited with your first month stipend. You may utilize this amount towards Travel and you would not need to submit bills towards usage of this amount.
- ii. There is no provision for reimbursement/allowance towards any expenses incurred in lieu of attending training or classes at different locations in the same city.

#### **Accommodation, Food & other Miscellaneous Expenses**

- i. You would be entitled for Rs.400 per day for 8 days (total amount of Rs.3,200) from the date of joining. You may utilize this amount towards accommodation, food & other miscellaneous expenses. This would be paid as a lump sum amount that will be credited with your first month stipend and you would not need to submit bills towards usage of this amount.
- ii. If your posting location (the location where you would be based out of after training) is different from the training location (location where you undergo initial training), you would be entitled for the following:  
  
Settlement and Miscellaneous Expenses: Rs.1200 per day for 7 days (total amount of Rs. 8,400) from the date of reporting to the posting location. You may utilize this amount towards boarding, lodging, conveyance & other miscellaneous expenses.
- iii. Any location change after reporting to posting location will be treated as relocation/transfer and will be covered under the Transfer policy for Team Rainbow. For details you can refer the policy at myWipro-> My Policies -> India->My Travel>Transfer Policy-Team Rainbow.
- iv. Campus joiners would not be eligible for accommodation at the Wipro guest houses.

**Please note in the event that the employee leaves the organization within 6 months from the date of joining, all payments processed under Joining & Relocation Entitlements shall be recovered from the employee at the time of exit.**

**Skill Preferences 1 :** [DAAI -Cloud & Digital Database](#)

**Location Preferences 1 :** [Bangalore](#)

**Skill Preferences 2 :** [CEP-SAP-ABAP](#)

**Location Preferences 2 :** [Mysore](#)

**Skill Preferences 3 :** [Python App](#)

**Location Preferences 3 :** [Chennai](#)

☒ Accept ☐ Decline

☒ **Signature** [Radheshyam Thakur 25/1/2023 10:00 PM](#)

(checking the checkbox above is equivalent to a handwritten signature)

Registered Office:

**Wipro  
Limited**

**T :**+91 (80) 2844 0011

Doddakannelli

**F :**+91 (80) 2844 0054

Sarjapur  
Road

**E :**info@wipro.com

Bengaluru  
560 035

**W :**wipro.com

India

**C :**L32102KA1945PLC020800

26168298

**NEHAN REDDY**

Dear **NEHAN REDDY**

On behalf of CAI Info India Private Ltd., I would like to reconfirm our verbal offer of employment as a **"Jr. Software Engineer"** for an annual CTC of Rs. 3,00,000.00 (Rupees three lakhs thirty thousand) beginning on your anticipated start date, Monday, February 05, 2024. This will be paid to you monthly at the end of each month in increments of Rs. 25,000.00 (gross monthly CTC).

Special Clauses:

- During the period of your employment, the Company may at any time assign or transfer you to any location in the world where the Company/its clients has its establishment. In such an event, you shall be entitled to allowances in accordance with the policies of the Company.
- If you do not have an existing account with ICICI Bank, you will be required to establish one within 2 weeks of your first pay.
- You shall be considered for the next financial review in 2025.

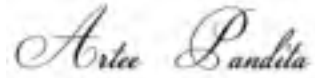
You are required to bring the following documents at the time of reporting for employment: -

- Last updated resume
- Latest passport size photograph
- A copy of Educational Certificates for all years of education and mark cards -
- Copy of passport
- Form 16

Please sign the bottom portion of this letter indicating your acceptance of this position and return the same immediately. You will be issued an appointment letter upon your acceptance of this offer letter.

Thank You and Welcome.

Yours Truly, Accepted By:



**Artee Pandita** \_\_\_\_\_  
**Director-Human Resources**

Divyasree Towers, Floor 5, Guruppanapalya  
Bannerghatta Main Road, Bangalore-560029  
[www.cai.io](http://www.cai.io) [inquire@cai.io](mailto:inquire@cai.io)

Detailed CTC Breakdown:

| Description       | Monthly              | Yearly                 |
|-------------------|----------------------|------------------------|
| Basic             | INR 13,750.00        | INR 1,65,000.00        |
| HRA               | INR 5,500.00         | INR 66,000.00          |
| Conveyance        | INR 300.00           | INR 3,600.00           |
| Medical Allowance | INR 700.00           | INR 8,400.00           |
| Statutory Bonus   | INR 2,500.00         | INR 30,000.00          |
| Provident Fund    | INR 3,300.00         | INR 39,600.00          |
| Gratuity          | INR 661.38           | INR 7,936.50           |
| Special Allowance | INR 788.63           | INR 9,463.50           |
| <b>Total</b>      | <b>INR 25,000.00</b> | <b>INR 3,00,000.00</b> |

Accepted By:

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Divyasree Towers, Floor 5, Guruppanapalya  
Bannerghatta Main Road, Bangalore-560029  
[www.cai.io](http://www.cai.io) [inquire@cai.io](mailto:inquire@cai.io)

**CAI Info India Private Limited**

080 -45340400



Dear NEILHOUBEINUO KIRE,

I am pleased to extend an offer of employment for the position of Counselor at Sukino Health Care. After reviewing your qualifications and experience, we are excited about the prospect of you joining our team.

**Compensation and Benefits:**

Base Salary: 300000per year, payable bi-weekly.

Health Insurance: Comprehensive medical, dental, and vision insurance plans.

Retirement Plans: 401(k) with company match.

Professional Development: Opportunities for continuing education and training.

**Role and Responsibilities:**

As a Counselor at Sukino Health Care, your key responsibilities will include:

Providing individual and group counseling to clients with a focus on mental health and personal development.

Developing and implementing individualized treatment plans in collaboration with clients and healthcare teams.

Conducting assessments and evaluations to monitor client progress and adjust treatment plans as needed.

Engaging in crisis intervention and providing support during high-risk situations.

Facilitating workshops and support groups to promote mental wellness and stress management.

Maintaining confidential client records and adhering to ethical and professional standards.

**Conditions of Employment:**

Your employment is contingent upon the successful completion of background checks and verification of your professional credentials.

You will be required to sign a confidentiality agreement and adhere to Sukino Health Care's policies and procedures.

Acceptance:

Please confirm your acceptance of this offer by signing and returning a copy of this letter. Should you have any questions or require additional information, feel free to contact me directly.

We are excited about the possibility of you joining our team and contributing to the high-quality care we provide at Sukino Health Care. We look forward to your positive response.

Acceptance of Offer

I, [Candidate's Name], accept the position of Counselor at Sukino Health Care under the terms outlined in this offer letter.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_





Suchitra Choudhury, Clinical Director

RE: OFFER LETTER

NAME: Niang Muan Kim Zou Muan Zou

Position: Behaviour Therapist

Dear Niang Muan Kim Zou Muan Zou

After taking several qualified candidates through our interview process, we feel that you would make an excellent addition to the team. I am pleased to extend to you this official offer of employment for the position of 'Behaviour Therapist' at Early Autism Services, Bangalore.

Your employment will be subject to an introductory period of 60 (days) during which time you and your supervisor will assess your performance and the appropriateness of your employment with our company.

You will be working in one of our Bangalore Centres and will report to Janhavi Kelaskar, Centre Head. **Once your training period (Physical, clinical and theoretical training) is over, and you start working independently with clients,** your compensation and benefits package will include the following:

- Annual salary of Rs 400000 (paid monthly) under [exempt] status,
- Sick time per the Employee Handbook and National Legislations where applicable

The annual salary is inclusive of all taxes. Necessary deductions to be made in monthly salary.

This offer of employment is contingent on the successful completion of pre-employment physical/medical assessment, background check and exhibiting the basic necessary skills post joining. While we do not anticipate any concerns with either of these processes, should any findings not meet standards for employment, continuation of your employment will be jeopardized at that time.

On your first day, you will be required to present documents proving your identity and authorization to work in the Bangalore. A list of acceptable documents is included with this letter for your reference.

The Employee Handbook will be shared with you once you join. This document will provide further information regarding the Company's policies, procedures and benefits.

By signing this letter below, you acknowledge receipt and acceptance of our offer. The terms described in this letter replace all prior agreements and/or discussions pertaining to your offer of employment with EAS.

We look forward to having you as part of the team. If you have any questions, please do not hesitate to contact me.

Sincerely,

Suchitra Choudhury, M.A. Clin. Psy., BCBA, IBA  
Clinical Director  
EAS – Bangalore

Chief

Acknowledged and Accepted:



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---

Date



Dear NIANG MUAN KIM ZOU,

I am pleased to extend an offer of employment for the position of Counselor at Sukino Health Care. After reviewing your qualifications and experience, we are excited about the prospect of you joining our team.

**Compensation and Benefits:**

Base Salary: 300000per year, payable bi-weekly.

Health Insurance: Comprehensive medical, dental, and vision insurance plans.

Retirement Plans: 401(k) with company match.

Professional Development: Opportunities for continuing education and training.

**Role and Responsibilities:**

As a Counselor at Sukino Health Care, your key responsibilities will include:

Providing individual and group counseling to clients with a focus on mental health and personal development.

Developing and implementing individualized treatment plans in collaboration with clients and healthcare teams.

Conducting assessments and evaluations to monitor client progress and adjust treatment plans as needed.

Engaging in crisis intervention and providing support during high-risk situations.

Facilitating workshops and support groups to promote mental wellness and stress management.

Maintaining confidential client records and adhering to ethical and professional standards.

**Conditions of Employment:**

Your employment is contingent upon the successful completion of background checks and verification of your professional credentials.

You will be required to sign a confidentiality agreement and adhere to Sukino Health Care's policies and procedures.

Acceptance:

Please confirm your acceptance of this offer by signing and returning a copy of this letter. Should you have any questions or require additional information, feel free to contact me directly.

We are excited about the possibility of you joining our team and contributing to the high-quality care we provide at Sukino Health Care. We look forward to your positive response.

Acceptance of Offer

I, [Candidate's Name], accept the position of Counselor at Sukino Health Care under the terms outlined in this offer letter.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



## Welcome to Wipro's Work Integrated Learning Program ("WILP")

**Work Integrated Learning Programme**  
**Wipro Limited, Dodda Kannelli**  
**Sarjapur Road, Bengaluru - 560 035.**  
**Phone: (080) 28440011/12, Fax: (080) 28440256**

Dear NIDHI PRIYA,

### **Sub: Enrolment letter to Wipro's Work Integrated Learning Program ("WILP") as Scholar Trainee – Work Integrated Learning Program**

Welcome to WILP!

With reference to your application, it is our pleasure to enroll you as a Scholar Trainee – Work Integrated Learning Program. This is a scholarship program customized as a robust academic and training program which will enable you to obtain M-Tech degree from one of the premier engineering institution / University in India.

The duration of the academic program shall be 48 months from the **date of enrolment to the academic program**. You will be enrolled into the academic program within 12 months from date of joining. Your date of joining will be intimated through a separate communication.

We hope you enjoy the learning with WILP and have an enriching experience being a part of Wipro Limited ("Wipro or "Company").

Please read through the terms and conditions of your enrolment as provided below.

We look forward to having a long and fruitful relationship with you at WILP, Wish you all the best!

Yours sincerely,  
For **Wipro Limited**,

**Aparna Shailen**  
**General Manager - Human Resources**

#### **Endorsement**

I accept the enrolment and the terms and conditions thereof as specified below. I shall report for undergoing study on

#### **Terms & Conditions of Scholarship**

##### **1. PROFILE:**

You have been selected to be a part of Wipro's WILP and are enrolled as a Scholar Trainee- Work Integrated Learning Program. Upon joining WILP, you will have to undergo a "Project Readiness Program" ('PRP') that prepares you to participate in projects at the Company as part of this learning program. This robust academic program will also enable you to obtain **M-Tech degree from one of the premier engineering Institution / University** upon successful completion of the course.

##### **2. DURATION:**

The duration of your academic program will be for a period of 48 months from the date of enrolment to the academic program. You will be enrolled into the academic program within 12 months from date of joining. Unless the Company extends the period of your study in writing, which is done solely at the discretion of the Company, your enrolment would automatically terminate at the end of the stated 48 months.

In case the Company extends the academic period (in writing) you will continue to be enrolled as a Scholar Trainee – Work Integrated Learning Program with WILP.

### 3. Appointment details:

We provide support to our global customers through various Company locations in India to suit customer requirements by operating 24x7. You would be operating from any of these locations and in any of the shifts, including night shift, as may be decided by the Company, keeping in mind the business needs and deliverables to customers.

### 4. Scholarship/Stipend and Benefits

During your period of enrolment, you would be entitled to a consolidated monthly scholarship.

Apart from the monthly scholarship, the Company will provide you with life & accidental insurance that would include a cover for you, the premium / cost will be taken care of by Wipro. This is a voluntary benefit offered by the Company and the details of the same are listed below.

- i. A Group Personal Accident Insurance (GPAI) coverage of **Rs.12,00,000/-**. You could also choose to get additional coverage for a nominal and highly negotiated premium. More details on the policy are available in My Policies section in myWipro, the HR portal at Wipro.
- ii. Group Life Insurance coverage of **Rs.14, 00,000/-**. This sum insured is inclusive of cover as per EDLI (Employee Deposit Linked Insurance). You can also get an extra coverage for a nominal and highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

In addition to the above, you are also eligible for medical insurance cover towards hospitalization.

You are eligible for a floater coverage of Rs.2,00,000/- per annum for family (self, spouse & children) towards hospitalization. There will be a deduction from your monthly scholarship/stipend depending on your marital/family status towards the base sum insured premium. 10% of the claim amount would need to be borne by the employee/Scholar trainee.

Base Medical insurance is to be availed by the employee as default. It is accounted for in deductions as a nominal monthly charge. Top-Up cover is voluntary and charged as applicable during renewal timelines.

If you wish to enhance the coverage, a top up cover option is also available for a highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

The below table lists down your scholarship details:

| Period      | Scholarship | ESI | Consolidated Scholarship (Rs. Per Month) |
|-------------|-------------|-----|------------------------------------------|
| First year  | 15000       | 488 | 15,488/- (*)                             |
| Second year | 17000       | 553 | 17,553/- (*)                             |
| Third year  | 19000       | 618 | 19,618/- (*)                             |
| Fourth year | 23000       | 0   | 23,000/- (*)                             |

(\*) You shall be responsible for payment of all statutory contributions, taxes, dues and levies as may be required under the relevant laws including contributions under Employees' State Insurance Corporation Act (**at 0.75% of your Scholarship**) as and when applicable to you. Such contributions, taxes, dues and levies where required, shall be deducted from your Scholarship and benefits according to applicable laws and regulations.

Your fourth-year scholarship will continue until completion of your M-Tech program. Your enrolment into the MTech academic program within 12 months from date of joining.

You shall be eligible to receive a onetime "joining bonus" of Rs.75,000 after you join Wipro along with your first month salary. All applicable taxes on the payment of this amount will be borne by you. Please note in the event you leave the organization within 12 months from the date of joining, payment processed under Joining bonus shall be recovered from the employee at the time of exit.

The enhancement of the scholarship at the end of each academic year of study will be at the discretion of the Company and subject to your satisfactory progress of study, acquisition of skills, behavior, regularity and punctuality in attendance. Your continued enrolment in the course, will be at the discretion of the Company, and is subject to satisfactory academic performance and other requirements as prescribed in the WILP portal.

In case your project performance at any stage is not found to be at par with the requirement of WILP, then you would be placed on performance improvement program (PIP). If you fail to successfully complete the PIP, the Company may at its sole discretion discontinue your enrolment in the WILP program.

#### **Book Allowance:**

A Book Allowance of Rs.1,250/- will be provided to you per semester. This allowance will be given every semester except the last semester when you will be engaged in dissertation. The allowance will be paid to you centrally along with your scholarship during the course of each semester. The allowance will be subject to tax. Book allowance is applicable and paid only when you are registered for the semester.

#### **5. Training Agreement:**

- i. This letter of enrolment is subject to the execution of a training agreement in the prescribed proforma with Wipro Limited, Sarjapur Road, Doddakannelli, Bengaluru-560035 on or before joining the program ("Training Agreement").
- ii. This Training agreement shall be for a total period of 60 Months where you will be mentored for developing your skills and knowledge. This included technical training, in various formats, both online and offline and practical experience in various projects. The Company invests on your behalf for the cost of these trainings. Should you discontinue the WILP program or your enrolment with WILP is cancelled for any reason whatsoever before the completion of 60 months from the date of joining, the training expenses of Rs.75,000/-(Rupees Seventy five thousand only) will have to be paid by you as detailed in the Training Agreement.

#### **6. PROJECT READINESS PROGRAM (PRP)**

Upon enrolment, you will have to undergo a Project Readiness Program (PRP) to prepare you to participate in projects. This is offered by Wipro's - Talent Transformation Department to all campus and off-campus selects. The broad objective of PRP is to equip you with the necessary knowledge and skills that will enable you to start working on real-life project work which is an integral part of the WILP.

#### **7. Regulations of Academic study:**

- i. You will be enrolled for M-Tech program with a renowned institution ("University") that collaborates with Wipro for WILP.
- ii. Course specialization includes but is not limited to Software Systems, Software Engineering, Information Technology, Computing Systems and Infrastructure Management, Data Analytics, IoT, Cloud, Digital & Cyber security, Embedded Systems.
- iii. Your specialization and enrolment would be decided based on prevailing business requirements and decision of the Company is final and binding.
- iv. You will not be able to change Specialization track after enrolment.
- v. Overall program duration is 4 years from date of enrolment of academic program.
- vi. As per the program structure, a WILP Scholar trainee will register and pursue 4 to 6 courses per semester over 7 semesters.
- vii. You will be required to submit a project work / dissertation in your final semester (8<sup>th</sup> semester of your program). This will enable you to advance your professional capabilities by applying concepts and techniques in projects.
- viii. Each course has multiple evaluation components. This includes an assignment component, quiz, mid-semester examination and comprehension examination. All evaluation components are mandatory for securing a pass grade in a course as prescribed by the partnering institution.

- ix. Contact classes are organized as per the handout and calendar prepared and shared by the University at the beginning of each semester. In the normal course, one session of 2 hours duration per course per contact class is organized.
- x. You will be called upon to undergo studies during the hours and days as may be fixed by the Company from time to time. Normally, the study hours would be from 9:00am to 6:00pm
- xi. The faculty will take attendance/circulate attendance sheets for every session. It is your responsibility to ensure that your attendances are recorded properly.
- xii. WILP Scholar trainees are expected to be on time for every session. Punctuality is non-negotiable and the faculty reserves the right to deny entry and attendance to late comers.
- xiii. Attending 75% of contact session is mandatory for each course to appear for examinations.
- xiv. Not attending classes for reasons like medical/on the job training /late coming/personal problems and other similar reasons would be treated as absenteeism.
- xv. Scholar trainees who fail to meet the minimum attendance criteria will not qualify for comprehension exams for any of the registered courses in that semester.
- xvi. For any reason, you are not able to meet the minimum attendance criteria or not complete the mandatory assignments / quiz / examinations in any semester, you are required to repeat the same semester as and when the next batch is organized. In such cases, rules and regulations governing academic programs at that time would be applicable. In addition, additional semesters fees are to be borne by you as prescribed by the University.
- xvii. At the end of each semester, the performance of each Scholar Trainee in a course, is specified as a letter grade which is obtained through a Relative Grading procedure
- xviii. Any Scholar trainee securing 3 or more cumulative fail grade at any point in time will be expelled from WILP Program.
- xix. The 8th semester of study is fully devoted for dissertation / project work
- xx. If a Scholar trainee's CGPA is less than 5.5, the Scholar trainee will not be permitted to register for the dissertation. He/she has to re-appear for exams and secure a CGPA of 5.5 before taking up the dissertation. Also, a Scholar trainee with an E grade in any course will not be permitted to register for the Dissertation
- xxi. Project / Dissertation work has to be carried out by each individual separately. Teamwork is not permitted.
- xxii. The dissertation has to be completed strictly as per the guidelines that are outlined by collaborating institution.
- xxiii. WILP Scholar trainees are expected to maintain decorum and discipline in line with Wipro's professional work culture and environment.
- xxiv. In cases where a Scholar trainee deviates from the expected behaviour as prescribed by the WILP and partnering institution from time to time , strict action will be taken and the decision of the WILP Team / faculty /, University would be final and binding.
- xxv. Breach of integrity will be dealt with sternly. Such Scholar trainees will be asked to discontinue their studies and also expelled from WILP program.
- xxvi. On successful completion of the study, you will be eligible to receive the M-Tech degree from the collaborating University, in recognition of your successfully completing the course.
- xxvii. All Scholar trainees of the WILP will be given testimonials at the end of the successful completion of the M-Tech degree program. The testimonial contains the timeline in the WILP and the kind of project works carried during this opportunity.

Mode of contact session, examination pattern and other academic program norms are subject to change based on the prevailing situation / University norms declared from time to time. Decision of the University would be final and binding.

## **8. Conflict of Interest:**

- i. During your enrolment period with the WILP, you will focus exclusively on the requirements of the program. In addition to your study and academic requirements, you are required to engage yourself exclusively in the work assigned by Wipro and shall not take up any independent or individual assignments (whether part time or full time, in an advisory capacity or otherwise) directly or indirectly without the express written consent of Head /



## Manager of WILP Academy

- ii. You shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any person who is involved in activities, which are or shall be in conflict with the interests of Wipro.
- iii. The Conflict of Interest Policy also refers to the need on your part, during your enrolment and for a period of one year from the cessation of your enrolment with WILP (irrespective of the circumstances of, or the reasons for, the cessation) not to solicit, induce or encourage:
  - a. Any student/scholar trainee of the WILP to abandon /withdraw their enrolment with the program or to accept enrolment and/or employment with any competitor, supplier or any customer with whom you have a connection.
  - b. Any employee of Wipro to terminate their employment with Wipro or to accept employment with any competitor, supplier or any customer with whom you have a connection.
  - c. Any customer or vendor of Wipro to move their existing business with Wipro to a third party or to terminate their business relationship with Wipro.
  - d. Any existing employee and/or student of WILP to become associated with, or perform services of any type for any third party.
- iv. In case of any conflict or doubt, please discuss the matter with Head / Manager of WILP, to understand Wipro's position on this and resolve the conflict.

## 9. Obligation and Responsibilities:

- i. During the study period you will be governed by the WILP regulations and instructions as may be modified, from time to time, in relation to conduct, discipline and other matters.
- ii. During your study as part of WILP, Company expects you to undergo study in the area in which you are placed, with a high standard of initiative and efficiency. This is critical and Company has zero tolerance towards any deviations.
- iii. You would not be allowed to seek membership of any local or public body without the written approval from the Head / Manager of WILP.
- iv. During the study period and thereafter, you would not be allowed to give out to anyone in writing or by word of mouth or otherwise, particulars or details of work - process, technical know-how, research carried out, security arrangements, or administrative and/or organizational matters of confidential or secret nature which you may come across during your academic study or become known to you by virtue of your undergoing study under WILP or otherwise.
- v. You are bound by all regulations, instructions and policies of the WILP and Wipro. These are updated / modified on a periodic basis and new policies may be introduced and notified to Scholar trainees from time to time and you will be bound to comply with the same.
- vi. In consideration of the opportunities, trainings and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by WILP/Wipro and in the course of your association with WILP. This covenant shall endure during your association and beyond the cessation of your association with WILP (irrespective of the circumstances of, or the reasons for, the cessation).
- vii. In connection with your association with Wipro as part of the WILP and during the term of your association upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business or academic session hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

During the period of academic study, if you develop or conceptualize inventions, ideas, concepts, discoveries, techniques and improvements (including without limitation computer software) solely or jointly with others in relation to the operation of the WILP / Wipro, such developments will be fully communicated to the WILP academy and will be the sole intellectual property of Wipro. You agree to cooperate in the execution of documents to facilitate the assignment of such intellectual property when required.

## 10. Confidentiality:

- i. In consideration of the opportunities, training and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by Wipro and in the course of your enrolment. This covenant shall endure during your enrolment and beyond the cessation of your enrolment with Wipro (irrespective of the circumstances of, or the reasons for, the cessation).
- ii. During your training on projects at Wipro, you will be expected not to use or disclose any confidential information, including trade secrets, of any former employer (if any) or other person with whom you have an obligation of confidentiality and by signing below you affirm that you have no conflicting obligations or non-compete agreements that would prevent you from working without limitation for Wipro.

## **11. Assignment of Intellectual Property**

In connection with your enrolment and during the term of your enrolment, upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

## **12. Posting**

During the initial study period, initially you would be made familiar with Wipro, but you may if needed be re-assigned or transferred to another division, department, establishment or new location where Wipro, has its office or operation and WILP classes are running in the particular location, in India, without enhancing the scholarship amount. On placement of this nature, you will also be governed by the disciplinary rules and regulations as applicable in that unit/branch. You may also be placed in any sister company of Wipro, for practical studies.

## **13. Misconduct:**

- i. In case you are charged with any misconduct or disciplinary issue during your study period, your enrolment with WILP may be temporarily placed on suspension without payment of scholarship amount, for such period as Wipro may deem fit. If the charges against you are proved to be true, your enrolment may be immediately cancelled, without any notice or payment of scholarship in lieu of notice notwithstanding any clause of this letter of enrolment. It is clarified that this clause is without prejudice to Wipro's rights to enforce the Training Agreement duly signed by you even after cancellation of your enrolment for whatever reasons as the case may be.
- ii. Notwithstanding the condition regarding written notice of termination and without prejudice to Wipro's right to enforce the Training agreement, Wipro shall have the right to terminate your academic study without any notice or payment of scholarship in lieu thereof, if any declaration given or information furnished by you to WILP/ Wipro is found to be false or if you are found to have willfully suppressed any material information.

**Please note that at any stage, whether during your selection process or upon enrolment with the WILP, if it is brought to our notice that you have indulged in malpractices or used illegal means to clear your online assessment, Wipro shall withdraw or revoke the enrolment and cancel the same with immediate effect and we reserve our rights to take suitable action against you as we may deem fit.**

## **14. Cancellation of Enrolment:**

Notwithstanding any of the clauses of this letter of enrolment, Company reserves the right at its sole discretion to cancel this enrolment during the study period without assigning any reason, by giving one month's (30 days) notice or one month's scholarship/stipend in lieu of notice.

## **15. Study Hours:**

- i. As a Scholar Trainee – Work Integrated Learning Program, you will be called upon to undergo studies during the hours and days as may be fixed by WILP from time to time as per the University requirements.
- ii. You would be assigned to any of the locations and any project work as part of your WILP as may be decided by the Company.
- iii. The full day lecture sessions will be held at any of Wipro's other establishments/outsourced venue. You may also be called upon to attend academic study as and when required on holidays, as may be scheduled in accordance with the convenience of the organizing team of the WILP.
- iv. The university will plan contact classes in multiple format to suit the project work situations and university guidelines such as contact classes in ILT (instructor Led training) and / or VILT (virtual Instructor Led Training and Self-Directed / Recorded lecture sessions).

## 16. General:

- i. This letter of enrolment is subject to the condition that you have not provided us with any false declaration or wilfully suppressed any material information. If you have, you will be liable for cancellation of enrolment from the WILP without any prior notice.
- ii. The terms of this letter of enrolment may be specifically enforced legally, if required. In this connection, if any of the provisions of this letter are declared or found to be void or unenforceable due to any reason whatsoever, the remaining provisions of this letter shall continue in full force and effect.
- iii. These enrolment terms supersede and replace any existing agreement or understanding, if any, between Wipro and you relating to the same subject matter.
- iv. You warrant that you are not prevented by a court or by any other administrative or judicial order from enrolling under this agreement. In the event that you are not a citizen of the country of posting, you should have a valid work permit to work in the country of posting.
- v. During the period of enrolment you are required to comply with all policies of WILP and Wipro. These policies are updated / modified on a periodic basis and new policies may be introduced and notified to the Scholar Trainees from time to time. You agree to comply with all policies as modified from time to time.

## 17. On Completion/Cancellation of Academic Program:

- i. On Completion of the academic program or cancellation of your enrolment , as the case may be, you will immediately surrender to Wipro/ the Academy all specifications, formulae, documents, literature, drawings or records, etc. belonging to Wipro/ the Academy or relating to its business and shall not make or retain any copies of these items.
- ii. You are not eligible to receive testimonial certificate if you do not successfully complete the academic study in accordance with this letter of enrolment and the study scheme formulated by the Academy.
- iii. Wipro reserves the right to offer employment at its sole discretion to a Scholar trainee on successful and satisfactory completion of the academic study.

## 18. Acceptance of Enrolment Letter:

Upon accepting the above terms and conditions, you are required to return the duplicate of this letter of enrolment, duly signed by you as a token of your acceptance on the day of joining WILP program.

Please confirm that the above terms are acceptable to you and that you accept the enrolment by signing a copy of this letter of enrolment and submit the same on the date of joining.

## 19. Work Allocation:

As part of your work responsibilities, you may be assigned to work on certain projects/accounts or other assignments as may be deemed fit by the Company in its sole discretion. Refusal to accept and deliver on such assignments shall be treated as a refusal to work and may result in termination of your employment or other disciplinary action.

Yours sincerely,

For **Wipro Limited**,



**Aparna Shailen**  
**General Manager - Human Resources**

I have read, understood and agree to accept the enrolment on the terms and conditions herein.

I shall be present for the induction session on

## **ANNEXURE I**

### **CONFIRMATION ON SHARING PERSONAL INFORMATION (AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT, 2000)**

I Radheshyam Thakur, confirm that I am voluntarily sharing my Personal Information with Wipro Limited ('Wipro') being a part of WILP of Wipro for the following purposes:

- a. validating my application form and retaining records on the same for any future reference/verification;
- b. processing my application form including background verification checks;
- c. academic study related actions including record keeping, processing scholarship advance and benefits and any action required in the context of my enrolment with Wipro, being a part of WILP.

In this context, I also agree to the retention of such Personal Information by Wipro for any future reference/verification and authorize Wipro to transfer the same to a third party.

I understand that 'Personal Information' means any information, relating to me that is available with Wipro and is capable of identifying me."

## **ANNEXURE II**

I hereby confirm that I shall submit the required academic certificate including but not limited to mark sheet and Provisional or Convocation Degree Certificate within 3 months from my date of joining. I understand that my enrolment is subject to my aggregate meeting the Wipro eligibility criteria and submission of the above mentioned documents.

I hereby declare that all the particulars mentioned above are true to the best of my knowledge. In the event of my failure to submit the above mentioned documents or in case of any discrepancy, I shall be liable for termination of my enrolment with Wipro.

## **ANNEXURE – III**

### **INITIAL INDUCTION PROGRAM**

The Talent Transformation team at Wipro groom's campus selects to help them face the challenges of the corporate world.

A holistic 360 degree approach to training is adopted and helps them hone their fundamental computer skills followed by insights into Wipro businesses, process, technology and behavioural skills.

To understand and appreciate the mindset of the young Trainees and ensure that the transformation is smooth, the induction program is done by a team of dedicated professionals who have exposure to the academic and corporate sectors alike. Project Readiness Program (PRP) is a training program designed to address the basic learning needs of the Trainees.

#### **Corporate Readiness Program - CRP**

The CRP program is focused on making young Trainees comfortable in a corporate environment. This program starts with a corporate induction.

"EMERGE" a behavioural skills building training program ensures that the fresh Trainee start feeling at ease in the "corporate world". This activity based behavioural intervention informs the new entrants about the corporate work culture and business etiquette.

#### **Technology Readiness Program - TRP**

The technology training provides critical technical skills required to work on projects allocated to Trainees and prepare to face the demands of the project world. We begin doing this by familiarizing with Wipro's businesses and work environment.

The methodology of training is "Project Based Learning" (PBL) approach, the entire learning is designed around a series of projects that the recruits are expected to complete individually by learning and applying various topics required to complete the project. Starting with individual projects, the PBL approach ends with recruits working on a team project.

## **ANNEXURE – IV**

I have read and understood the terms of my enrolment letter. I agree and acknowledge that I am a Student/Scholar trainee with Wipro's WILP. I further undertake that I shall not represent to any person within Wipro or any other third

party that I am an employee of Wipro Ltd and I fully understand that such false representation shall entail severe disciplinary action including immediate cancellation of my enrolment.

### **Travel, Accommodation, Food & Other Miscellaneous Expenses**

#### **Travel**

- i. You would be entitled for Rs. 1500 from the date of appointment as a lump sum amount that will be credited with your first month stipend. You may utilize this amount towards Travel and you would not need to submit bills towards usage of this amount.
- ii. There is no provision for reimbursement/allowance towards any expenses incurred in lieu of attending training or classes at different locations in the same city.

#### **Accommodation, Food & other Miscellaneous Expenses**

- i. You would be entitled for Rs.400 per day for 8 days (total amount of Rs.3,200) from the date of joining. You may utilize this amount towards accommodation, food & other miscellaneous expenses. This would be paid as a lump sum amount that will be credited with your first month stipend and you would not need to submit bills towards usage of this amount.
- ii. If your posting location (the location where you would be based out of after training) is different from the training location (location where you undergo initial training), you would be entitled for the following:  
  
Settlement and Miscellaneous Expenses: Rs.1200 per day for 7 days (total amount of Rs. 8,400) from the date of reporting to the posting location. You may utilize this amount towards boarding, lodging, conveyance & other miscellaneous expenses.
- iii. Any location change after reporting to posting location will be treated as relocation/transfer and will be covered under the Transfer policy for Team Rainbow. For details you can refer the policy at myWipro-> My Policies -> India->My Travel>Transfer Policy-Team Rainbow.
- iv. Campus joiners would not be eligible for accommodation at the Wipro guest houses.

**Please note in the event that the employee leaves the organization within 6 months from the date of joining, all payments processed under Joining & Relocation Entitlements shall be recovered from the employee at the time of exit.**

**Skill Preferences 1 :** [DAAI -Cloud & Digital Database](#)

**Location Preferences 1 :** [Bangalore](#)

**Skill Preferences 2 :** [CEP-SAP-ABAP](#)

**Location Preferences 2 :** [Mysore](#)

**Skill Preferences 3 :** [Python App](#)

**Location Preferences 3 :** [Chennai](#)

☒ Accept ☐ Decline

☒ **Signature** [Radheshyam Thakur 25/1/2023 10:00 PM](#)

(checking the checkbox above is equivalent to a handwritten signature)

Registered Office:

**Wipro  
Limited**

**T :**+91 (80) 2844 0011

Doddakannelli

**F :**+91 (80) 2844 0054

Sarjapur  
Road

**E :**info@wipro.com

Bengaluru  
560 035

**W :**wipro.com

India

**C :**L32102KA1945PLC020800

26168298



## **Consultant Offer Letter - Insighte Childcare Private Limited**

**Place: Bangalore**

**Name: Nidhi Suresh Dhurve**

Dear MARY BANERJEE

**Congratulations!!**

You are selected as a **“Assistant Psychologist - School Inclusion”**.

We welcome you to join the Insighte Childcare Private Limited hereinafter referred to as “Company” which has been serving over 30+ schools and 1000+ children in creating a more neuro affirmative and inclusive world for Children. Insighte Childcare Private Limited is a holistic child mental healthcare provider where we help families, schools, corporates to build a mental health ecosystem for children.

In this role you will be facilitating inclusion of Neurodiverse children. You would be working with the minor children assigned by Insighte either at their school or in home settings.

**Candidate Name:** Sunayana Dowerah

**Address:** 4C Vijyant Towers, Next to Pratiksha Hospital,  
VIP road, Borbari, Sixmile.  
Guwahati - 781036, Assam, India.

**Insighte Childcare Private Limited**

**Signature of the Consultant:**

**Work Location:** Siddhanta Intellectual School, Gattahalli, Bangalore

**The contract is agreed from the 1<sup>st</sup> of June 2024 to the end of the Academic year for a maximum of 11 months whichever is earlier.** This contract can be renewed by the company in consultation with you after the period. By consenting to take up any other client during the period you consent to extend the agreement as per that client requirements.

The company reserves the complete right to change clients or renew the agreement with the client. You are not to engage in any form of negotiation regarding remuneration or services directly with the Client. You are required to find an accommodation closer to the work location so that there is no issue with transport and timings.

You can terminate the contract by giving a two months' notice period.

**Remuneration:**

You will be provided with a payment of **Rs. 3,60,000 in words “Three Lakh sixty thousand rupees only”** per annum for your work hours from 8 am to 6 pm and attending mandatory meetings and trainings as arranged by the Organization for your professional development.

**You need to complete the “School Inclusion Facilitator Training” in 10 weeks of joining the company and until then as a trainee you will be receiving a remuneration of Rs. 18,000 in words “Eighteen Thousand Rupees Only”. On successful completion of the same you will be eligible for Rs 2000/- hike and receive payment of Rs. 20,000/- from the following month onwards.**



**Failure to complete the training within 10 weeks, your designation will be demoted to trainee, and until you complete training you will be paid a remuneration of Rs 15000.**

### **Other Terms and Conditions**

As it is a contract position you acknowledge that you will not be eligible for EPF, PF, ESI any other benefits or medical insurance. The company provides comprehensive medical insurance for those who complete one year of service with the company.

**A 10% TDS will be deducted on your monthly payout and filed against your PAN as per Government guidelines**, which you can claim as a refund or adjust towards your income tax when you file the same.

You are required to submit proof of attendance on the company provided software. You are required to attend the meetings and training scheduled by the company without fail. Company is entitled to make deductions as per the Payment Policy.

You are required to report to the admin team on the day school/client is not working.

You acknowledge you will not be eligible for any other travel allowance, HRA or any other emoluments.

### **Terms of Engagement**

Insighte reserves the right to allot you clients in school and home care during 8 am to 6 pm. Monday to Friday.

Any other engagement, job or business you choose to do should be with the permission of Insighte and not interfering with the client hours of Insighte.

You will be provided additional remuneration for any other client that is allotted to you in addition to this.

You are required to apply your professional and educational expertise in working with the children assigned by the company.

You are required to come prepared for your sessions on time and prepared with learning materials and activities for the sessions.

**Insighte Childcare Private Limited**

**Signature of the Consultant:**





Kindly note that this is a provisional offer and not an offer for employment, your contract is subject to completion of on-boarding process, execution of consultant agreement and starting your work with client.

**Instructions to complete the on-boarding process:**

1. Attach true copies of proof of current address and Permanent address such as rental agreement or permission of owner along with an affidavit with signed copy of Offer Letter as a reply to this mail.
2. Attach true copies of academic records and work experience certificates.
3. Sign the Consultant Agreement and refer Handbook for any queries.
4. Sign the Child Protection Policy.
5. Reach out to the Insighte Onboarding Manager Maitri on +91 9860984149 (between 10 AM to 7 PM) or [hr@insighte.in](mailto:hr@insighte.in) to finish the remaining process. Kindly carry the signed hardcopy of all your documents and submit the same to the office within two days.

**Acceptance of Offer and Signature:**

Having read through and understood the offer as detailed above including the terms and condition, I accept the offer in principle, and affix my signature below in acceptance.

**Name:**

**Place:**

**Date:**

**Signature of the consultant:**

**Company Representative:** Navya Bachanna, Hiring Manager, Insighte Childcare

**Insighte Childcare Private Limited**

**Signature of the Consultant:**



Suchitra Choudhury, Clinical Director

RE: OFFER LETTER  
NAME: Niharika Pramod  
Position: Behaviour Therapist

Dear Niharika Pramod

After taking several qualified candidates through our interview process, we feel that you would make an excellent addition to the team. I am pleased to extend to you this official offer of employment for the position of 'Behaviour Therapist' at Early Autism Services, Bangalore.

Your employment will be subject to an introductory period of 60 (days) during which time you and your supervisor will assess your performance and the appropriateness of your employment with our company.

You will be working in one of our Bangalore Centres and will report to Janhavi Kelaskar, Centre Head. **Once your training period (Physical, clinical and theoretical training) is over, and you start working independently with clients,** your compensation and benefits package will include the following:

- Annual salary of Rs 400000 (paid monthly) under [exempt] status,
- Sick time per the Employee Handbook and National Legislations where applicable

The annual salary is inclusive of all taxes. Necessary deductions to be made in monthly salary.

This offer of employment is contingent on the successful completion of pre-employment physical/medical assessment, background check and exhibiting the basic necessary skills post joining. While we do not anticipate any concerns with either of these processes, should any findings not meet standards for employment, continuation of your employment will be jeopardized at that time.

On your first day, you will be required to present documents proving your identity and authorization to work in the Bangalore. A list of acceptable documents is included with this letter for your reference.

The Employee Handbook will be shared with you once you join. This document will provide further information regarding the Company's policies, procedures and benefits.

By signing this letter below, you acknowledge receipt and acceptance of our offer. The terms described in this letter replace all prior agreements and/or discussions pertaining to your offer of employment with EAS.

We look forward to having you as part of the team. If you have any questions, please do not hesitate to contact me.

Sincerely,

Suchitra Choudhury, M.A. Clin. Psy., BCBA, IBA  
Clinical Director  
EAS – Bangalore

Chief

Acknowledged and Accepted:



---

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Date



**Offer: Computer Consultancy**

**Ref: TCSL/DT20228278618/Bangalore**

**Date: 8/9/2022**

Dear NIKITHA VENUGOPAL

**Sub: Letter of Offer**

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade **Y**. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be **350000/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year. Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &



Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

## **COMPENSATION AND BENEFITS**

### **BASIC SALARY**

You will be eligible for a basic salary of `14,784/- per month.

### **BOUQUET OF BENEFITS (BoB)**

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

#### **1. House Rent Allowance (HRA)**

Your HRA will be `5,914/- per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

#### **2. Leave Travel Allowance**

You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

#### **3. Food Card**

You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias. As per the Pre-Defined structure you will be eligible for a Food Card with an amount of `500/- being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.



## **PERFORMANCE PAY**

### **Monthly Performance Pay**

You will receive a monthly performance pay of `1,700/-. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

### **Quarterly Variable Allowance**

Your variable allowance will be `600/- per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

## **CITY ALLOWANCE**

You will be eligible for a City Allowance of `200/- per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

## **XPLORE/ LEARNING INCENTIVES**

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

## **OTHER BENEFITS**

### **Health Insurance Scheme**

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:



## **1. Basic Cover**

i. Entitlement - Includes domiciliary expenses up to `6,000/- per insured person per annum and basic hospitalization expenses up to `2,00,000/- per insured person per annum.

ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

## **2. Higher Hospitalisation**

Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

i. Entitlement - You and your enrolled dependants will be entitled for `12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

## **Maternity Leave**

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother, may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

## **Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)**

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of `250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

## **Loans**

You will be eligible for loans, as per TCSL's loan policy.

## **Professional Memberships**

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.





## **RETIRALS**

### **Provident Fund**

You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

### **Gratuity**

You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

## **TERMS AND CONDITIONS**

### **1. Aggregate Percentage Requirements**

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

### **2. Pre requisites for Joining**

To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.





### **3. Training Period**

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

### **4. Working Hours**

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

### **5. Mobility**

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

### **6. Compensation Structure / Salary components**

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

### **7. Increments and Promotions**

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

### **8. Alternative Occupation / Employment**

Either during the period of your traineeship or during the period of your employment as a



confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

## **9. Confidentiality Agreement**

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

## **10. Service Agreement**

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL `50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

## **11. Work in SBWS mode**

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.

## **12. Overseas International Assignment Agreement**

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related



documents pertaining to the international assignment for which you are being placed. In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

### **13. Terms and Conditions**

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

### **14. TATA Code of Conduct**

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

### **15. Notice Period**

Upon your confirmation, this contract of employment is terminable by you by giving 90 days notice in writing to TCSL. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion.

Upon your confirmation, this contract of employment may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

It is understood, agreed and made abundantly clear herein that you shall have to necessarily work during the notice period given by TCSL under this clause, unless you are otherwise relieved by TCSL by giving you payment in lieu of notice.

Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by it at its own discretion having regard to the responsibilities shouldered by you while being in the employment of TCS.

### **16. Retirement**

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

### **17. Pre-employment Medical Certificate**

You are required to submit a Medical Certificate of Fitness (in the format prescribed by



TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

### 18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

### 19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining. If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

### 20. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)



- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :

\*There is no criminal offence registered/pending against you

\*There is no disciplinary case pending against you in the university

- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

\*PAN Card (Permanent Account Number)

\*Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)

\*Passport

\*NSR E-Card

## **21. TCS Xperience Program**

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

## **22. Letter of Appointment**

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

## **23. Rules and Regulations of the Company**

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from





time to time. The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

#### **24. Compliance to all clauses**

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

#### **25. Data Privacy Clause:**

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of overseas deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

**Withdrawal of Offer**

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

**For TATA Consultancy Services Limited**

**Girish V. Nandimath**  
**Global Head Talent Acquisition & AIP**



[Click here](#) or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary  
Annexure 2: List of TCS Xplore Centres  
Annexure 3: Confidentiality and IP Terms



## GROSS SALARY SHEET

Annexure 1

|                       |                                          |
|-----------------------|------------------------------------------|
| <b>Name</b>           | <b>NIKITH<br/>A<br/>VENUG<br/>OPAL</b>   |
| <b>Designation</b>    | <b>Assistant System Engineer-Trainee</b> |
| <b>Institute Name</b> | <b>Others</b>                            |

Table 1: Compensation Details (All Components in INR)

| <b>Component Category</b>             | <b>Monthly</b> | <b>Annual</b>      |
|---------------------------------------|----------------|--------------------|
| <b>1) Fixed Compensation</b>          |                |                    |
| Basic Salary                          | 14,784         | 1,77,408           |
| Bouquet Of Benefits #                 | 7,646          | 91,752             |
| <b>2) Performance Pay**</b>           |                |                    |
| Monthly Performance Pay               | 1,700          | 20,400             |
| Quarterly Variable Allowance*         | 600            | 7,200              |
| <b>3) City Allowance</b>              | 200            | 2,400              |
| <b>4) Annual Components/Retirals</b>  |                |                    |
| Health Insurance***                   | NA             | 7,900              |
| Provident Fund                        | 1,774          | 21,289             |
| Gratuity                              | 711            | 8,533              |
| Total of Annual Components & Retirals | 2,485          | 37,722             |
| <b>TOTAL GROSS</b>                    | <b>27,415</b>  | <b>350000</b>      |
| <b>Xplore/ Learning Incentive****</b> |                | <b>Upto 60,000</b> |

# Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

\* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

\*\*The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

\*\*\* For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

\*\*\*\* Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

| <b>Component Category</b>        | <b>Monthly</b> | <b>Annual</b> |
|----------------------------------|----------------|---------------|
| House Rent Allowance             | 5,914          | 70,968        |
| Leave Travel Assistance          | 1,232          | 14,784        |
| Food Card                        | 500            | 6,000         |
| <b>GROSS BOUQUET OF BENEFITS</b> | <b>7,646</b>   | <b>91,752</b> |





## Annexure

|                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                       |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Ahmedabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Garima Park, IT/ITES SEZ, Plot # 41,<br>Gandhinagar - 382007                                                                                                                                                                                 | <b>Bangalore</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Gate 1, No 42, Think campus, Electronic City phase II,<br>Bangalore - 560100, Karnataka                                                                                           |
| <b>BUBANESHWAR</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Training Lab Venue: Barabati, IRC Block, Ground Floor,<br>Tata Consultancy Services Limited, (UNIT-II) - BARBATI<br>SEZ, IT/ITES - SPECIAL ECONOMIC ZONE (SEZ), PLOT NO.<br>35, CHANDAKA INDUSTRIAL ESTATE, PATIA,<br>Bhubaneswar - 751024 | <b>Chennai</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>415/21-24, Kumaran Nagar, Old Mahabalipuram Rd,<br>TNHB, Sholinganallur, Chennai, Tamil Nadu 600119                                                                                 |
| <b>DELHI – Gurgaon</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Block C, Kings Canyon, ASF Insignia, Gurgaon -<br>Faridabad Road, Gawal Pahari, Gurgaon - 122003,<br>Haryana                                                                                                                           | <b>DELHI – Noida</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. A-44 & A-45, Ground, 1st to 5th Floor & 10th<br>floor, Galaxy Business Park, Block - C & D, Sector - 62,<br>Noida - 201 309, UP                                      |
| <b>Guwahati</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>5th Floor, NEDFi House, G.S. Road, Dispur, Guwahati -<br>781006, Assam                                                                                                                                                                        | <b>Hyderabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Q City, Nanakramguda, Hyderabad                                                                                                                                                   |
| <b>INDORE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor,<br>Village Tigariya Badshah & Bada Bangarde, Tehsil<br>Hatod, Indore - 452018,<br>Madhya Pradesh                                                                                           | <b>KOLKATA</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Ecospace 1B building, 2nd Floor, Plot - IIF/12, New<br>Town, Rajarhat, Kolkata - 700160, West Bengal OR<br>Auditorium, 2nd Floor, Wanderers Building, Delta Park -<br>Lords |
| <b>KOCHI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>TCS centre, Infopark Road Infopark Campus, Infopark,<br>Kakkanad, Kerala 682042                                                                                                                                                                  | <b>MUMBAI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Yantra Park, Pokharan Road Number 2, TCS Approach<br>Rd, Thane, West, Thane, Maharashtra 400606                                                                                      |
| <b>NAGPUR</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,                                                                                                                                                                                         | <b>PUNE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park,<br>Hinjewadi Phase III, Pune - 411057, Maharashtra                                                                               |
| <b>Trivandrum</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Peepul Park, Technopark Campus, Kariyavattom P.O,<br>Trivandrum - 695581, India                                                                                                                                                             |                                                                                                                                                                                                                                                       |



## Annexure

### Confidentiality and IP Terms and Conditions

#### 1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.



## **2. Associate's Obligations**

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

## **3. Intellectual Property Rights**

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filing or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.



#### **4. Prior knowledge**

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

#### **5. Use of third party material**

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

#### **6. Security policies and Guidelines.**

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

#### **7. Working in SBWS Framework:**

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.





(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

## **8. Restriction on Associate's Rights**

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

## **9. No License**

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.



## 10. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

## 11. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay or omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.



(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.



## Welcome to Wipro's Work Integrated Learning Program ("WILP")

**Work Integrated Learning Programme**  
**Wipro Limited, Dodda Kannelli**  
**Sarjapur Road, Bengaluru - 560 035.**  
**Phone: (080) 28440011/12, Fax: (080) 28440256**

Dear NISHA JENNIFER,

### **Sub: Enrolment letter to Wipro's Work Integrated Learning Program ("WILP") as Scholar Trainee – Work Integrated Learning Program**

Welcome to WILP!

With reference to your application, it is our pleasure to enroll you as a Scholar Trainee – Work Integrated Learning Program. This is a scholarship program customized as a robust academic and training program which will enable you to obtain M-Tech degree from one of the premier engineering institution / University in India.

The duration of the academic program shall be 48 months from the **date of enrolment to the academic program**. You will be enrolled into the academic program within 12 months from date of joining. Your date of joining will be intimated through a separate communication.

We hope you enjoy the learning with WILP and have an enriching experience being a part of Wipro Limited ("Wipro or "Company").

Please read through the terms and conditions of your enrolment as provided below.

We look forward to having a long and fruitful relationship with you at WILP, Wish you all the best!

Yours sincerely,  
For **Wipro Limited**,

**Aparna Shailen**  
**General Manager - Human Resources**

#### **Endorsement**

I accept the enrolment and the terms and conditions thereof as specified below. I shall report for undergoing study on

#### **Terms & Conditions of Scholarship**

##### **1. PROFILE:**

You have been selected to be a part of Wipro's WILP and are enrolled as a Scholar Trainee- Work Integrated Learning Program. Upon joining WILP, you will have to undergo a "Project Readiness Program" ('PRP') that prepares you to participate in projects at the Company as part of this learning program. This robust academic program will also enable you to obtain **M-Tech degree from one of the premier engineering Institution / University** upon successful completion of the course.

##### **2. DURATION:**



The duration of your academic program will be for a period of 48 months from the date of enrolment to the academic program. You will be enrolled into the academic program within 12 months from date of joining. Unless the Company extends the period of your study in writing, which is done solely at the discretion of the Company, your enrolment would automatically terminate at the end of the stated 48 months.

In case the Company extends the academic period (in writing) you will continue to be enrolled as a Scholar Trainee – Work Integrated Learning Program with WILP.

### 3. Appointment details:

We provide support to our global customers through various Company locations in India to suit customer requirements by operating 24x7. You would be operating from any of these locations and in any of the shifts, including night shift, as may be decided by the Company, keeping in mind the business needs and deliverables to customers.

### 4. Scholarship/Stipend and Benefits

During your period of enrolment, you would be entitled to a consolidated monthly scholarship.

Apart from the monthly scholarship, the Company will provide you with life & accidental insurance that would include a cover for you, the premium / cost will be taken care of by Wipro. This is a voluntary benefit offered by the Company and the details of the same are listed below.

- i. A Group Personal Accident Insurance (GPAI) coverage of **Rs.12,00,000/-**. You could also choose to get additional coverage for a nominal and highly negotiated premium. More details on the policy are available in My Policies section in myWipro, the HR portal at Wipro.
- ii. Group Life Insurance coverage of **Rs.14, 00,000/-**. This sum insured is inclusive of cover as per EDLI (Employee Deposit Linked Insurance). You can also get an extra coverage for a nominal and highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

In addition to the above, you are also eligible for medical insurance cover towards hospitalization.

You are eligible for a floater coverage of Rs.2,00,000/- per annum for family (self, spouse & children) towards hospitalization. There will be a deduction from your monthly scholarship/stipend depending on your marital/family status towards the base sum insured premium. 10% of the claim amount would need to be borne by the employee/Scholar trainee.

Base Medical insurance is to be availed by the employee as default. It is accounted for in deductions as a nominal monthly charge. Top-Up cover is voluntary and charged as applicable during renewal timelines.

If you wish to enhance the coverage, a top up cover option is also available for a highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

The below table lists down your scholarship details:

| Period      | Scholarship | ESI | Consolidated Scholarship (Rs. Per Month) |
|-------------|-------------|-----|------------------------------------------|
| First year  | 15000       | 488 | 15,488/- (*)                             |
| Second year | 17000       | 553 | 17,553/- (*)                             |
| Third year  | 19000       | 618 | 19,618/- (*)                             |
| Fourth year | 23000       | 0   | 23,000/- (*)                             |

(\*) You shall be responsible for payment of all statutory contributions, taxes, dues and levies as may be required under the relevant laws including contributions under Employees' State Insurance Corporation Act (**at 0.75% of your Scholarship**) as and when applicable to you. Such contributions, taxes, dues and levies where required, shall be deducted from your Scholarship and benefits according to applicable laws and regulations.

Your fourth-year scholarship will continue until completion of your M-Tech program. Your enrolment into the MTech academic program within 12 months from date of joining.

You shall be eligible to receive a onetime "joining bonus" of Rs.75,000 after you join Wipro along with your first month salary. All applicable taxes on the payment of this amount will be borne by you. Please note in the event you leave the organization within 12 months from the date of joining, payment processed under Joining bonus shall be recovered from the employee at the time of exit.

The enhancement of the scholarship at the end of each academic year of study will be at the discretion of the Company and subject to your satisfactory progress of study, acquisition of skills, behavior, regularity and punctuality in attendance. Your continued enrolment in the course, will be at the discretion of the Company, and is subject to satisfactory academic performance and other requirements as prescribed in the WILP portal.

In case your project performance at any stage is not found to be at par with the requirement of WILP, then you would be placed on performance improvement program (PIP). If you fail to successfully complete the PIP, the Company may at its sole discretion discontinue your enrolment in the WILP program.

#### **Book Allowance:**

A Book Allowance of Rs.1,250/- will be provided to you per semester. This allowance will be given every semester except the last semester when you will be engaged in dissertation. The allowance will be paid to you centrally along with your scholarship during the course of each semester. The allowance will be subject to tax. Book allowance is applicable and paid only when you are registered for the semester.

#### **5. Training Agreement:**

- i. This letter of enrolment is subject to the execution of a training agreement in the prescribed proforma with Wipro Limited, Sarjapur Road, Doddakannelli, Bengaluru-560035 on or before joining the program ("Training Agreement").
- ii. This Training agreement shall be for a total period of 60 Months where you will be mentored for developing your skills and knowledge. This included technical training, in various formats, both online and offline and practical experience in various projects. The Company invests on your behalf for the cost of these trainings. Should you discontinue the WILP program or your enrolment with WILP is cancelled for any reason whatsoever before the completion of 60 months from the date of joining, the training expenses of Rs.75,000/- (Rupees Seventy five thousand only) will have to be paid by you as detailed in the Training Agreement.

#### **6. PROJECT READINESS PROGRAM (PRP)**

Upon enrolment, you will have to undergo a Project Readiness Program (PRP) to prepare you to participate in projects. This is offered by Wipro's - Talent Transformation Department to all campus and off-campus selects. The broad objective of PRP is to equip you with the necessary knowledge and skills that will enable you to start working on real-life project work which is an integral part of the WILP.

#### **7. Regulations of Academic study:**

- i. You will be enrolled for M-Tech program with a renowned institution ("University") that collaborates with Wipro for WILP.
- ii. Course specialization includes but is not limited to Software Systems, Software Engineering, Information Technology, Computing Systems and Infrastructure Management, Data Analytics, IoT, Cloud, Digital & Cyber security, Embedded Systems.
- iii. Your specialization and enrolment would be decided based on prevailing business requirements and decision of the Company is final and binding.
- iv. You will not be able to change Specialization track after enrolment.
- v. Overall program duration is 4 years from date of enrolment of academic program.
- vi. As per the program structure, a WILP Scholar trainee will register and pursue 4 to 6 courses per semester over 7 semesters.
- vii. You will be required to submit a project work / dissertation in your final semester (8<sup>th</sup> semester of your program). This will enable you to advance your professional capabilities by applying concepts and techniques in projects.
- viii. Each course has multiple evaluation components. This includes an assignment component, quiz, mid-semester examination and comprehension examination. All evaluation components are mandatory for securing a pass grade in a course as prescribed by the partnering institution.

- ix. Contact classes are organized as per the handout and calendar prepared and shared by the University at the beginning of each semester. In the normal course, one session of 2 hours duration per course per contact class is organized.
- x. You will be called upon to undergo studies during the hours and days as may be fixed by the Company from time to time. Normally, the study hours would be from 9:00am to 6:00pm
- xi. The faculty will take attendance/circulate attendance sheets for every session. It is your responsibility to ensure that your attendances are recorded properly.
- xii. WILP Scholar trainees are expected to be on time for every session. Punctuality is non-negotiable and the faculty reserves the right to deny entry and attendance to late comers.
- xiii. Attending 75% of contact session is mandatory for each course to appear for examinations.
- xiv. Not attending classes for reasons like medical/on the job training /late coming/personal problems and other similar reasons would be treated as absenteeism.
- xv. Scholar trainees who fail to meet the minimum attendance criteria will not qualify for comprehension exams for any of the registered courses in that semester.
- xvi. For any reason, you are not able to meet the minimum attendance criteria or not complete the mandatory assignments / quiz / examinations in any semester, you are required to repeat the same semester as and when the next batch is organized. In such cases, rules and regulations governing academic programs at that time would be applicable. In addition, additional semesters fees are to be borne by you as prescribed by the University.
- xvii. At the end of each semester, the performance of each Scholar Trainee in a course, is specified as a letter grade which is obtained through a Relative Grading procedure
- xviii. Any Scholar trainee securing 3 or more cumulative fail grade at any point in time will be expelled from WILP Program.
- xix. The 8th semester of study is fully devoted for dissertation / project work
- xx. If a Scholar trainee's CGPA is less than 5.5, the Scholar trainee will not be permitted to register for the dissertation. He/she has to re-appear for exams and secure a CGPA of 5.5 before taking up the dissertation. Also, a Scholar trainee with an E grade in any course will not be permitted to register for the Dissertation
- xxi. Project / Dissertation work has to be carried out by each individual separately. Teamwork is not permitted.
- xxii. The dissertation has to be completed strictly as per the guidelines that are outlined by collaborating institution.
- xxiii. WILP Scholar trainees are expected to maintain decorum and discipline in line with Wipro's professional work culture and environment.
- xxiv. In cases where a Scholar trainee deviates from the expected behaviour as prescribed by the WILP and partnering institution from time to time , strict action will be taken and the decision of the WILP Team / faculty /, University would be final and binding.
- xxv. Breach of integrity will be dealt with sternly. Such Scholar trainees will be asked to discontinue their studies and also expelled from WILP program.
- xxvi. On successful completion of the study, you will be eligible to receive the M-Tech degree from the collaborating University, in recognition of your successfully completing the course.
- xxvii. All Scholar trainees of the WILP will be given testimonials at the end of the successful completion of the M-Tech degree program. The testimonial contains the timeline in the WILP and the kind of project works carried during this opportunity.

Mode of contact session, examination pattern and other academic program norms are subject to change based on the prevailing situation / University norms declared from time to time. Decision of the University would be final and binding.

## **8. Conflict of Interest:**

- i. During your enrolment period with the WILP, you will focus exclusively on the requirements of the program. In addition to your study and academic requirements, you are required to engage yourself exclusively in the work assigned by Wipro and shall not take up any independent or individual assignments (whether part time or full time, in an advisory capacity or otherwise) directly or indirectly without the express written consent of Head /

## Manager of WILP Academy

- ii. You shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any person who is involved in activities, which are or shall be in conflict with the interests of Wipro.
- iii. The Conflict of Interest Policy also refers to the need on your part, during your enrolment and for a period of one year from the cessation of your enrolment with WILP (irrespective of the circumstances of, or the reasons for, the cessation) not to solicit, induce or encourage:
  - a. Any student/scholar trainee of the WILP to abandon /withdraw their enrolment with the program or to accept enrolment and/or employment with any competitor, supplier or any customer with whom you have a connection.
  - b. Any employee of Wipro to terminate their employment with Wipro or to accept employment with any competitor, supplier or any customer with whom you have a connection.
  - c. Any customer or vendor of Wipro to move their existing business with Wipro to a third party or to terminate their business relationship with Wipro.
  - d. Any existing employee and/or student of WILP to become associated with, or perform services of any type for any third party.
- iv. In case of any conflict or doubt, please discuss the matter with Head / Manager of WILP, to understand Wipro's position on this and resolve the conflict.

## 9. Obligation and Responsibilities:

- i. During the study period you will be governed by the WILP regulations and instructions as may be modified, from time to time, in relation to conduct, discipline and other matters.
- ii. During your study as part of WILP, Company expects you to undergo study in the area in which you are placed, with a high standard of initiative and efficiency. This is critical and Company has zero tolerance towards any deviations.
- iii. You would not be allowed to seek membership of any local or public body without the written approval from the Head / Manager of WILP.
- iv. During the study period and thereafter, you would not be allowed to give out to anyone in writing or by word of mouth or otherwise, particulars or details of work - process, technical know-how, research carried out, security arrangements, or administrative and/or organizational matters of confidential or secret nature which you may come across during your academic study or become known to you by virtue of your undergoing study under WILP or otherwise.
- v. You are bound by all regulations, instructions and policies of the WILP and Wipro. These are updated / modified on a periodic basis and new policies may be introduced and notified to Scholar trainees from time to time and you will be bound to comply with the same.
- vi. In consideration of the opportunities, trainings and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by WILP/Wipro and in the course of your association with WILP. This covenant shall endure during your association and beyond the cessation of your association with WILP (irrespective of the circumstances of, or the reasons for, the cessation).
- vii. In connection with your association with Wipro as part of the WILP and during the term of your association upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business or academic session hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

During the period of academic study, if you develop or conceptualize inventions, ideas, concepts, discoveries, techniques and improvements (including without limitation computer software) solely or jointly with others in relation to the operation of the WILP / Wipro, such developments will be fully communicated to the WILP academy and will be the sole intellectual property of Wipro. You agree to cooperate in the execution of documents to facilitate the assignment of such intellectual property when required.

## 10. Confidentiality:

- i. In consideration of the opportunities, training and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by Wipro and in the course of your enrolment. This covenant shall endure during your enrolment and beyond the cessation of your enrolment with Wipro (irrespective of the circumstances of, or the reasons for, the cessation).
- ii. During your training on projects at Wipro, you will be expected not to use or disclose any confidential information, including trade secrets, of any former employer (if any) or other person with whom you have an obligation of confidentiality and by signing below you affirm that you have no conflicting obligations or non-compete agreements that would prevent you from working without limitation for Wipro.

## **11. Assignment of Intellectual Property**

In connection with your enrolment and during the term of your enrolment, upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

## **12. Posting**

During the initial study period, initially you would be made familiar with Wipro, but you may if needed be re-assigned or transferred to another division, department, establishment or new location where Wipro, has its office or operation and WILP classes are running in the particular location, in India, without enhancing the scholarship amount. On placement of this nature, you will also be governed by the disciplinary rules and regulations as applicable in that unit/branch. You may also be placed in any sister company of Wipro, for practical studies.

## **13. Misconduct:**

- i. In case you are charged with any misconduct or disciplinary issue during your study period, your enrolment with WILP may be temporarily placed on suspension without payment of scholarship amount, for such period as Wipro may deem fit. If the charges against you are proved to be true, your enrolment may be immediately cancelled, without any notice or payment of scholarship in lieu of notice notwithstanding any clause of this letter of enrolment. It is clarified that this clause is without prejudice to Wipro's rights to enforce the Training Agreement duly signed by you even after cancellation of your enrolment for whatever reasons as the case may be.
- ii. Notwithstanding the condition regarding written notice of termination and without prejudice to Wipro's right to enforce the Training agreement, Wipro shall have the right to terminate your academic study without any notice or payment of scholarship in lieu thereof, if any declaration given or information furnished by you to WILP/ Wipro is found to be false or if you are found to have willfully suppressed any material information.

**Please note that at any stage, whether during your selection process or upon enrolment with the WILP, if it is brought to our notice that you have indulged in malpractices or used illegal means to clear your online assessment, Wipro shall withdraw or revoke the enrolment and cancel the same with immediate effect and we reserve our rights to take suitable action against you as we may deem fit.**

## **14. Cancellation of Enrolment:**

Notwithstanding any of the clauses of this letter of enrolment, Company reserves the right at its sole discretion to cancel this enrolment during the study period without assigning any reason, by giving one month's (30 days) notice or one month's scholarship/stipend in lieu of notice.

## **15. Study Hours:**

- i. As a Scholar Trainee – Work Integrated Learning Program, you will be called upon to undergo studies during the hours and days as may be fixed by WILP from time to time as per the University requirements.
- ii. You would be assigned to any of the locations and any project work as part of your WILP as may be decided by the Company.
- iii. The full day lecture sessions will be held at any of Wipro's other establishments/outourced venue. You may also be called upon to attend academic study as and when required on holidays, as may be scheduled in accordance with the convenience of the organizing team of the WILP.
- iv. The university will plan contact classes in multiple format to suit the project work situations and university guidelines such as contact classes in ILT (instructor Led training) and / or VILT (virtual Instructor Led Training and Self-Directed / Recorded lecture sessions).

## 16. General:

- i. This letter of enrolment is subject to the condition that you have not provided us with any false declaration or wilfully suppressed any material information. If you have, you will be liable for cancellation of enrolment from the WILP without any prior notice.
- ii. The terms of this letter of enrolment may be specifically enforced legally, if required. In this connection, if any of the provisions of this letter are declared or found to be void or unenforceable due to any reason whatsoever, the remaining provisions of this letter shall continue in full force and effect.
- iii. These enrolment terms supersede and replace any existing agreement or understanding, if any, between Wipro and you relating to the same subject matter.
- iv. You warrant that you are not prevented by a court or by any other administrative or judicial order from enrolling under this agreement. In the event that you are not a citizen of the country of posting, you should have a valid work permit to work in the country of posting.
- v. During the period of enrolment you are required to comply with all policies of WILP and Wipro. These policies are updated / modified on a periodic basis and new policies may be introduced and notified to the Scholar Trainees from time to time. You agree to comply with all policies as modified from time to time.

## 17. On Completion/Cancellation of Academic Program:

- i. On Completion of the academic program or cancellation of your enrolment, as the case may be, you will immediately surrender to Wipro/ the Academy all specifications, formulae, documents, literature, drawings or records, etc. belonging to Wipro/ the Academy or relating to its business and shall not make or retain any copies of these items.
- ii. You are not eligible to receive testimonial certificate if you do not successfully complete the academic study in accordance with this letter of enrolment and the study scheme formulated by the Academy.
- iii. Wipro reserves the right to offer employment at its sole discretion to a Scholar trainee on successful and satisfactory completion of the academic study.

## 18. Acceptance of Enrolment Letter:

Upon accepting the above terms and conditions, you are required to return the duplicate of this letter of enrolment, duly signed by you as a token of your acceptance on the day of joining WILP program.

Please confirm that the above terms are acceptable to you and that you accept the enrolment by signing a copy of this letter of enrolment and submit the same on the date of joining.

## 19. Work Allocation:

As part of your work responsibilities, you may be assigned to work on certain projects/accounts or other assignments as may be deemed fit by the Company in its sole discretion. Refusal to accept and deliver on such assignments shall be treated as a refusal to work and may result in termination of your employment or other disciplinary action.

Yours sincerely,

For **Wipro Limited**,



**Aparna Shailen**  
**General Manager - Human Resources**

I have read, understood and agree to accept the enrolment on the terms and conditions herein.

I shall be present for the induction session on

## **ANNEXURE I**

### **CONFIRMATION ON SHARING PERSONAL INFORMATION (AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT, 2000)**

I Radheshyam Thakur, confirm that I am voluntarily sharing my Personal Information with Wipro Limited ('Wipro') being a part of WILP of Wipro for the following purposes:

- a. validating my application form and retaining records on the same for any future reference/verification;
- b. processing my application form including background verification checks;
- c. academic study related actions including record keeping, processing scholarship advance and benefits and any action required in the context of my enrolment with Wipro, being a part of WILP.

In this context, I also agree to the retention of such Personal Information by Wipro for any future reference/verification and authorize Wipro to transfer the same to a third party.

I understand that 'Personal Information' means any information, relating to me that is available with Wipro and is capable of identifying me."

## **ANNEXURE II**

I hereby confirm that I shall submit the required academic certificate including but not limited to mark sheet and Provisional or Convocation Degree Certificate within 3 months from my date of joining. I understand that my enrolment is subject to my aggregate meeting the Wipro eligibility criteria and submission of the above mentioned documents.

I hereby declare that all the particulars mentioned above are true to the best of my knowledge. In the event of my failure to submit the above mentioned documents or in case of any discrepancy, I shall be liable for termination of my enrolment with Wipro.

## **ANNEXURE – III**

### **INITIAL INDUCTION PROGRAM**

The Talent Transformation team at Wipro groom's campus selects to help them face the challenges of the corporate world.

A holistic 360 degree approach to training is adopted and helps them hone their fundamental computer skills followed by insights into Wipro businesses, process, technology and behavioural skills.

To understand and appreciate the mindset of the young Trainees and ensure that the transformation is smooth, the induction program is done by a team of dedicated professionals who have exposure to the academic and corporate sectors alike. Project Readiness Program (PRP) is a training program designed to address the basic learning needs of the Trainees.

#### **Corporate Readiness Program - CRP**

The CRP program is focused on making young Trainees comfortable in a corporate environment. This program starts with a corporate induction.

"EMERGE" a behavioural skills building training program ensures that the fresh Trainee start feeling at ease in the "corporate world". This activity based behavioural intervention informs the new entrants about the corporate work culture and business etiquette.

#### **Technology Readiness Program - TRP**

The technology training provides critical technical skills required to work on projects allocated to Trainees and prepare to face the demands of the project world. We begin doing this by familiarizing with Wipro's businesses and work environment.

The methodology of training is "Project Based Learning" (PBL) approach, the entire learning is designed around a series of projects that the recruits are expected to complete individually by learning and applying various topics required to complete the project. Starting with individual projects, the PBL approach ends with recruits working on a team project.

## **ANNEXURE – IV**

I have read and understood the terms of my enrolment letter. I agree and acknowledge that I am a Student/Scholar trainee with Wipro's WILP. I further undertake that I shall not represent to any person within Wipro or any other third

party that I am an employee of Wipro Ltd and I fully understand that such false representation shall entail severe disciplinary action including immediate cancellation of my enrolment.

### **Travel, Accommodation, Food & Other Miscellaneous Expenses**

#### **Travel**

- i. You would be entitled for Rs. 1500 from the date of appointment as a lump sum amount that will be credited with your first month stipend. You may utilize this amount towards Travel and you would not need to submit bills towards usage of this amount.
- ii. There is no provision for reimbursement/allowance towards any expenses incurred in lieu of attending training or classes at different locations in the same city.

#### **Accommodation, Food & other Miscellaneous Expenses**

- i. You would be entitled for Rs.400 per day for 8 days (total amount of Rs.3,200) from the date of joining. You may utilize this amount towards accommodation, food & other miscellaneous expenses. This would be paid as a lump sum amount that will be credited with your first month stipend and you would not need to submit bills towards usage of this amount.
- ii. If your posting location (the location where you would be based out of after training) is different from the training location (location where you undergo initial training), you would be entitled for the following:  
  
Settlement and Miscellaneous Expenses: Rs.1200 per day for 7 days (total amount of Rs. 8,400) from the date of reporting to the posting location. You may utilize this amount towards boarding, lodging, conveyance & other miscellaneous expenses.
- iii. Any location change after reporting to posting location will be treated as relocation/transfer and will be covered under the Transfer policy for Team Rainbow. For details you can refer the policy at myWipro-> My Policies -> India->My Travel>Transfer Policy-Team Rainbow.
- iv. Campus joiners would not be eligible for accommodation at the Wipro guest houses.

**Please note in the event that the employee leaves the organization within 6 months from the date of joining, all payments processed under Joining & Relocation Entitlements shall be recovered from the employee at the time of exit.**

**Skill Preferences 1 :** [DAAI -Cloud & Digital Database](#)

**Location Preferences 1 :** [Bangalore](#)

**Skill Preferences 2 :** [CEP-SAP-ABAP](#)

**Location Preferences 2 :** [Mysore](#)

**Skill Preferences 3 :** [Python App](#)

**Location Preferences 3 :** [Chennai](#)

☒ Accept ☐ Decline

☒ **Signature** [Radheshyam Thakur 25/1/2023 10:00 PM](#)

(checking the checkbox above is equivalent to a handwritten signature)

Registered Office:

**Wipro  
Limited**

**T :**+91 (80) 2844 0011

Doddakannelli

**F :**+91 (80) 2844 0054

Sarjapur  
Road

**E :**info@wipro.com

Bengaluru  
560 035

**W :**wipro.com

India

**C :**L32102KA1945PLC020800

26168298





**09-June-2023**

**Nisha N Digwal**

**Subject: Offer of Employment with Flutch Technology Private Limited**

**Nisha N Digwal**

With reference to your application and subsequent interviews you have had with us, we are pleased to appoint you as **Accounts & Finance Manager** in Flutch Technology Pvt Ltd with effect from **12 June 2023**, subject to the following terms & conditions. This letter of appointment supersedes all other communications made to you prior to the date of issue of this appointment letter. You will be designated as **Accounts & Finance Manager** and your posting will be in Bangalore.

**1. EMOLUMENTS**

Your total compensation will be Rs.400000/- (Rupees four lakh only) per annum.

The breakup of emoluments is annexed herewith.

**2. REPORTING**

You would be reporting directly to the Head and/or to whosoever the Company deems fit to be your supervisor.

### 3. PROBATION

You will be placed on probation for a period of two months from your date of joining. On the successful completion of your probation period, you will be confirmed in writing. Your probation period can be extended if the management is unsatisfied with your performance. The probation period will be assumed to have been extended until such time as you receive your confirmation in writing.

### 4. RESPONSIBILITIES

In view of your office, you will be required to carry out your duties and responsibilities effectively to achieve the desired results which may include working late hours.

### 5. LEAVE

Every employee is eligible for leaves as per the prevailing leave policy. Leave Policy will be communicated on your joining the company.

### 6. NO SIMULTANEOUS EMPLOYMENT

While employed with this company, you will not in any circumstances be permitted to work for any other firm or person, either whole-time or part-time, to own, or in any way be associated with any firm or person as advisor, director or partner, whether paid or not, for your services, without prior written permission of the company.

### 7. CONFIDENTIALITY OF INFORMATION

- You will not, during the continuance of this appointment and thereafter, disclose, divulge or communicate to any interested or other persons, whatsoever, any information relating to the company's technical know-how, business practices, or any other information of a confidential nature.
- The employee shall treat all information obtained by him/her during the course of his/her employment with the Company, either directly from the other employees of the Company or during the course of his / her work with the Company, as strictly confidential.
- Such information may include, without limitation, the Company's finances, customers, clients, modes of operation, information relating to research, development,

trade secrets, contact names, addresses, phone numbers, etc., but shall not include information known or available to the Employee prior to his / her employment with the Company and/ or readily available to persons of ordinary skills in the assigned areas of technical / business expertise.

- Upon termination of your employment with the company and regardless of the reason for such termination, you will not solicit for work with yourself or any third party or any employee of the company or any of its affiliates for a period of twelve months thereafter.

## 8. DISCIPLINE

- You will be governed by the company's rules and regulations that may be promulgated occasionally.
- You shall not refuse to take up any assignment that the company may offer you.
- You shall be expected to abide by the rules and regulations of the company, be courteous, honest, and professional within the company or with its clients/customers, and maintain & represent the Company's high standards of professional Services at all times, whether in the Company or at its client's site(s).
- You shall be **responsible for all company properties and materials** that are in your possession, and all infrastructure like telephones, computers, projectors, etc that have been provided to you to enable you in your work.
- Damage incurred to any property will be rectified from your account immediately.
- You shall not publicly criticize, defame or misrepresent the Company and shall not, knowingly, commit any such actions which may result in the Company's image/business being adversely affected.
- During the course of your employment with the Company, you will not solicit business of any nature, either directly or indirectly, for yourself, or for any other party, from the Company's clients and customers.

## 9. WORKING HOURS

You shall be expected to work a minimum of 40 hours a week between 9.30 AM and 6:30 PM. The working hours are subject to change, depending on the requirements of the Company

#### 10. OWNERSHIP OF INVENTIONS, IDEAS, ETC

- The company shall be the sole owner of all inventions, ideas, materials, systems, codes, etc. that may be devised/created by you in the course of your employment with the Company.
- You shall have no claim of any nature whatsoever and undertakes not to utilize, part with, or divulge such information to any third party, even after you cease to be an employee of the company.
- The above terms and conditions shall be binding upon both parties hereto during the entire course of your employment with the Company.
- Apart from the above terms and conditions, you shall be bound by and shall adhere to such other rules and regulations as may be in force, from time to time, in the Company.

#### 11. AUTHENTICITY OF INFORMATION

This appointment is made on the basis of information provided by you in the application and also at the time of the interview. Copies of your certificates, testimonials, and previous employment records should be submitted for verification. If any declarations given by you to the Company prove to be false or if you are found to have entirely suppressed any material information, you will be liable to be removed from service without any notice.

#### 12. TERMINATION

- This contract of employment is terminable by either party by giving 15 days of notice
- during the probationary period and 30 days of a notice on/after confirmation or on payment of salary in lieu of the notice period. Either party is not bound to give any reason thereof.
- The Company reserves the right to recover salary in lieu of any unserved notice period. Further, the Company may at its discretion relieve you from such date as it may deem fit even before the expiry of the notice period and is not bound to give any reason thereof.

- In the event of any misconduct or breach of terms of employment on the part of the employee during probation or on/after confirmation the Company reserves the right to terminate this contract immediately without any notice.
- If any Privilege leave is due to the employee, salary in lieu of such leave will be paid, subject to the limits laid down in this respect.
- On termination of this contract, you will immediately give up to the Company before you are relieved, of all correspondence, specifications, formulae, books, documents, cost data, market data, literature, drawings, effects or records, etc. belonging to the Company or relating to its business and shall not make or retain any copies of these items

The above terms and conditions are subject to changes from time to time and the same would be communicated to you in writing. Please sign the copy of this letter, as a token of acceptance of your appointment on the terms and conditions mentioned above.

We welcome you aboard and wish you a pleasant, fruitful, and mutually beneficial association with the Company.

Warm Regards,

Stefi Grace Santhosh

HR Manager

I agree to abide by the terms and conditions mentioned in the letter of appointment

Name: **Nisha N Digwal**

Date:

Signature:

Place: Bangalore

## ANNEXURE - SALARY ALLOCATION PLAN



|                             |                                                   |
|-----------------------------|---------------------------------------------------|
| Name: <b>Nisha N Digwal</b> | Designation: <b>Account &amp; Finance Manager</b> |
| Location: Bangalore         | Department: <b>Account &amp; Finance</b>          |

| Components          | Monthly (INR) | Annual (INR)    |
|---------------------|---------------|-----------------|
| Basic               | ₹ 13333       | ₹ 160000        |
| HRA                 | ₹ 6667        | ₹ 80000         |
| Special Allowance   | ₹ 6667        | ₹ 80000         |
| LTA                 | ₹ 6667        | ₹ 80000         |
| <b>Total Gross</b>  | <b>₹33334</b> | <b>₹400000</b>  |
| <b>Deductions</b>   |               |                 |
| Professional Tax    | ₹200          | ₹2,400          |
| <b>Total Salary</b> | <b>₹33133</b> | <b>₹ 397600</b> |

Note: All payments/reimbursements will be subject to applicable taxes

**Sharath Dasari**

Co-Founder

**Nisha N Digwal**

Accounts & Finance Manager



Suchitra Choudhury, Clinical Director

RE: OFFER LETTER

NAME: Nivetha R

Position: Behaviour Therapist

Dear Nivetha R

After taking several qualified candidates through our interview process, we feel that you would make an excellent addition to the team. I am pleased to extend to you this official offer of employment for the position of 'Behaviour Therapist' at Early Autism Services, Bangalore.

Your employment will be subject to an introductory period of 60 (days) during which time you and your supervisor will assess your performance and the appropriateness of your employment with our company.

You will be working in one of our Bangalore Centres and will report to Janhavi Kelaskar, Centre Head. **Once your training period (Physical, clinical and theoretical training) is over, and you start working independently with clients,** your compensation and benefits package will include the following:

- Annual salary of Rs 400000 (paid monthly) under [exempt] status,
- Sick time per the Employee Handbook and National Legislations where applicable

The annual salary is inclusive of all taxes. Necessary deductions to be made in monthly salary.

This offer of employment is contingent on the successful completion of pre-employment physical/medical assessment, background check and exhibiting the basic necessary skills post joining. While we do not anticipate any concerns with either of these processes, should any findings not meet standards for employment, continuation of your employment will be jeopardized at that time.

On your first day, you will be required to present documents proving your identity and authorization to work in the Bangalore. A list of acceptable documents is included with this letter for your reference.

The Employee Handbook will be shared with you once you join. This document will provide further information regarding the Company's policies, procedures and benefits.

By signing this letter below, you acknowledge receipt and acceptance of our offer. The terms described in this letter replace all prior agreements and/or discussions pertaining to your offer of employment with EAS.

We look forward to having you as part of the team. If you have any questions, please do not hesitate to contact me.

Sincerely,

Suchitra Choudhury, M.A. Clin. Psy., BCBA, IBA  
Clinical Director  
EAS – Bangalore

Chief

Acknowledged and Accepted:



---

---

Date





## Offer Letter - Intech Additive Solutions Pvt. Ltd.

Dear KEERTHANA P,

Congratulations! We are pleased to offer you a position with Intech Additive Solutions Pvt. Ltd. **from Tuesday, 1 February 2022** in our DfAM group. The **internship** will be for 6 (Six) months. We will assess your performance over the initial months of the internship and convert your internship to a full-time job **offer** if your performance meets our requirements – to commence as soon as you graduate with the CTC of **INR 7,00,000/- ( Indian Rupees Seven Lakhs only) per annum**.

You shall report to Intech Additive Solutions Pvt. Ltd. **on Tuesday, 1 February 2022, at 9.30 am**.

Your stipend will be **INR 15,000/- (Indian Rupees Fifteen Thousand only) per month** for the internship duration, subject to the deduction of withholding taxes and statutory levies under applicable law towards your services.

Please confirm your acceptance of our internship offer via email as soon as possible.

You will be required to produce the following documents at the time of joining - Aadhar Card, PAN Card, and Bank details (Soft copy of cheque or 1st page of passbook).

During the internship period with us,

- Please follow instructions from your supervisors diligently and earnestly about your work.
- The company's rules and regulations will govern you.
- Confidentiality: You must maintain confidentiality associated with the company's information, including customer information. In this regard, you will sign a Confidentiality Agreement with the company.

We wish you the very best!

Best regards,

Murari Venkataraman  
Vice President - Operations  
Intech Additive Solutions Pvt. Ltd.  
#239, 11th Main Road,  
2nd Cross Road, 3rd Phase,  
Peenya Industrial Area,  
Bengaluru 560058.



## Offer Letter - Intech Additive Solutions Pvt. Ltd.

Dear KIRANKUMAR R,

Congratulations! We are pleased to offer you a position with Intech Additive Solutions Pvt. Ltd. **from Tuesday, 1 February 2022** in our DfAM group. The **internship** will be for 6 (Six) months. We will assess your performance over the initial months of the internship and convert your internship to a full-time job **offer** if your performance meets our requirements – to commence as soon as you graduate with the CTC of **INR 7,00,000/- ( Indian Rupees Seven Lakhs only) per annum**.

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We wish you the very best!

Best regards,

Murari Venkataraman  
Vice President - Operations  
Intech Additive Solutions Pvt. Ltd.  
#239, 11th Main Road,  
2nd Cross Road, 3rd Phase,  
Peenya Industrial Area,  
Bengaluru 560058.



## Offer Letter - Intech Additive Solutions Pvt. Ltd.

Dear KOTHA USHA RANI,

Congratulations! We are pleased to offer you a position with Intech Additive Solutions Pvt. Ltd. **from Tuesday, 1 February 2022** in our DfAM group. The **internship** will be for 6 (Six) months. We will assess your performance over the initial months of the internship and convert your internship to a full-time job **offer** if your performance meets our requirements – to commence as soon as you graduate with the CTC of **INR 7,00,000/- ( Indian Rupees Seven Lakhs only) per annum.**

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We wish you the very best!

Best regards,

Murari Venkataraman  
Vice President - Operations  
Intech Additive Solutions Pvt. Ltd.  
#239, 11th Main Road,  
2nd Cross Road, 3rd Phase,  
Peenya Industrial Area,  
Bengaluru 560058.



## Offer Letter - Intech Additive Solutions Pvt. Ltd.

Dear KRUTHIKA N,

Congratulations! We are pleased to offer you a position with Intech Additive Solutions Pvt. Ltd. **from Tuesday, 1 February 2022** in our DfAM group. The **internship** will be for 6 (Six) months. We will assess your performance over the initial months of the internship and convert your internship to a full-time job **offer** if your performance meets our requirements – to commence as soon as you graduate with the CTC of **INR 7,00,000/- ( Indian Rupees Seven Lakhs only) per annum**.

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- The company's rules and regulations will govern you.
- Confidentiality: You must maintain confidentiality associated with the company's information, including customer information. In this regard, you will sign a Confidentiality Agreement with the company.

We wish you the very best!

Best regards,

Murari Venkataraman  
Vice President - Operations  
Intech Additive Solutions Pvt. Ltd.  
#239, 11th Main Road,  
2nd Cross Road, 3rd Phase,  
Peenya Industrial Area,  
Bengaluru 560058.



## Offer Letter - Intech Additive Solutions Pvt. Ltd.

Dear Kunduru Nagendra Reddy,

Congratulations! We are pleased to offer you a position with Intech Additive Solutions Pvt. Ltd. **from Tuesday, 1 February 2022** in our DfAM group. The **internship** will be for 6 (Six) months. We will assess your performance over the initial months of the internship and convert your internship to a full-time job **offer** if your performance meets our requirements – to commence as soon as you graduate with the CTC of **INR 7,00,000/- ( Indian Rupees Seven Lakhs only) per annum**.

You shall report to Intech Additive Solutions Pvt. Ltd. **on Tuesday, 1 February 2022, at 9.30 am**.

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We wish you the very best!

Best regards,

Murari Venkataraman  
Vice President - Operations  
Intech Additive Solutions Pvt. Ltd.  
#239, 11th Main Road,  
2nd Cross Road, 3rd Phase,  
Peenya Industrial Area,  
Bengaluru 560058.



## Offer Letter - Intech Additive Solutions Pvt. Ltd.

Dear KURAPATI ANIL KUMAR,

Congratulations! We are pleased to offer you a position with Intech Additive Solutions Pvt. Ltd. **from Tuesday, 1 February 2022** in our DfAM group. The **internship** will be for 6 (Six) months. We will assess your performance over the initial months of the internship and convert your internship to a full-time job **offer** if your performance meets our requirements – to commence as soon as you graduate with the CTC of **INR 7,00,000/- ( Indian Rupees Seven Lakhs only) per annum**.

You shall report to Intech Additive Solutions Pvt. Ltd. **on Tuesday, 1 February 2022, at 9.30 am**.

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We wish you the very best!

Best regards,

Murari Venkataraman  
Vice President - Operations  
Intech Additive Solutions Pvt. Ltd.  
#239, 11th Main Road,  
2nd Cross Road, 3rd Phase,  
Peenya Industrial Area,  
Bengaluru 560058.



## Offer Letter - Intech Additive Solutions Pvt. Ltd.

Dear KUSHAL K P,

Congratulations! We are pleased to offer you a position with Intech Additive Solutions Pvt. Ltd. **from Tuesday, 1 February 2022** in our DfAM group. The **internship** will be for 6 (Six) months. We will assess your performance over the initial months of the internship and convert your internship to a full-time job **offer** if your performance meets our requirements – to commence as soon as you graduate with the CTC of **INR 7,00,000/- ( Indian Rupees Seven Lakhs only) per annum**.

You shall report to Intech Additive Solutions Pvt. Ltd. **on Tuesday, 1 February 2022, at 9.30 am**.

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We wish you the very best!

Best regards,

Murari Venkataraman  
Vice President - Operations  
Intech Additive Solutions Pvt. Ltd.  
#239, 11th Main Road,  
2nd Cross Road, 3rd Phase,  
Peenya Industrial Area,  
Bengaluru 560058.



## Offer Letter - Intech Additive Solutions Pvt. Ltd.

Dear Kathik K,

Congratulations! We are pleased to offer you a position with Intech Additive Solutions Pvt. Ltd. **from Tuesday, 1 February 2022** in our DfAM group. The **internship** will be for 6 (Six) months. We will assess your performance over the initial months of the internship and convert your internship to a full-time job **offer** if your performance meets our requirements – to commence as soon as you graduate with the CTC of **INR 7,00,000/- ( Indian Rupees Seven Lakhs only) per annum**.

You shall report to Intech Additive Solutions Pvt. Ltd. **on Tuesday, 1 February 2022, at 9.30 am**.

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- The company's rules and regulations will govern you.
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We wish you the very best!

Best regards,

Murari Venkataraman  
Vice President - Operations  
Intech Additive Solutions Pvt. Ltd.  
#239, 11th Main Road,  
2nd Cross Road, 3rd Phase,  
Peenya Industrial Area,  
Bengaluru 560058.



## Engagement Letter

Dear AMAN.G.NAIR,

With reference to the discussion, we are pleased to offer you the opportunity of undergoing full-time opportunity with **Tesco Bengaluru Private Limited (“Company”)**.

**Term:** You will be engaged as an apprentice for the term of **6 months commencing from 7 August 2023**. You shall report to us in our office located at No.81 & 82, EPIP Area, Whitefield, Bangalore-66, on or before the commencement of your Internship Period. During your internship, you will be assigned to the Business Transformation vertical, where you will work under the guidance of Suman Jha. Your line manager for the duration of the internship will be Sankha Mahapatra.

**Stipend:** During your internship you will be paid a consolidated sum of **25,000 per month (Twenty-Five Thousand)**, **post probation period your CTC would be INR 8,00,000 lakhs (per annum)**. You understand and agree that internship will not in any way (i) be deemed or construed as an offer of employment from the Company, either during or post the Internship Period (as defined above) or, (ii) entitle you to any employment wages or benefits (or incentives). This internship does not entitle you to claim any other additional remuneration and/or benefits, whether statutory or otherwise, which is or may be enjoyed by employees of the Company.

During your Internship Period, you will be given on the job training which will include projects, tasks and assignments to develop your learning in the Vertical, and the Company expects you to undergo training/learning as an intern with a high standard of initiative and efficiency. You shall devote yourself exclusively during the Internship Period to undergoing the internship and not seek internship or other opportunities with any third party.

During your Internship Period, you shall maintain a record of all your internship activities, including your projects, tasks and assignments performed, in the format as may be prescribed by the Company from time to time (“**Internship Diary**”) and diligently update your Guide about the same on a periodic basis.

Sincerely,

Pavithra Rao  
**Manager – Talent Acquisition**  
For and on behalf of  
Tesco Bengaluru Pvt. Ltd

### **General Terms and Conditions:**

Confidential

1

**Tesco Bengaluru (CIN – U72200KA2003PTC032530)**

**Regd. Office : # 81 &82, EPIP Area, Whitefield, Bangalore – 560 066. : +91-80-66588000 Fax : +91-80-66664500**

**www.tescohsc.com**



**1. Place of internship/ PPO** – You would be based out of our office in Bangalore.

**2. Confidentiality agreement:**

a. You will not, during continuance of this internship and thereafter disclose, divulge or communicate to any interested or other persons, whatsoever, any information relating to the Company's technical know-how, business practices or any other information of a confidential nature.

b. You shall treat all information obtained during the course of your internship with the Company, either directly or from the other employees of the Company, or during the course of your work with the Company, as strictly confidential.

c. Such information may include, without limitation, the Company's financials, customer/clients, modes of operation, information relating to research, development, trade secrets, contact names, address, phone numbers, technical, financial, marketing, manufacturing, distribution, or other technical or business information or trade secrets of the Company, including without limitation, concepts, techniques, processes, methods, systems, designs, clients, cost data, computer programs, formulae, development or experimental work, work in progress, customers and suppliers as well as software for business and professional use, application programs, operating systems, internet websites or e-commerce solutions, books, hardware and information for the microcomputer and internet marketplace, etc., used by you in the course of your internship with the Company. Confidential information shall also include information of the Company's associates/group companies/affiliates/parent company but shall not include information known or available to you prior to your internship with the Company.

d. You shall recognize that the Company has received and will receive confidential or proprietary information from its customers as well as third parties subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purpose. During the term of your internship and thereafter, you will not disclose such confidential or proprietary information to anyone except as necessary in carrying out your internship activities in the Company and consistent with the Company's agreement with such customers or third party. You will not use such information for the benefit of anyone other than the Company. You will also not disclose any confidential or proprietary information to anyone inside the Company except on a "need-to-know" basis

**3. Leave** - You are entitled for leave of one day per month You will also be entitled to 12 days of sick leave per annum and pro rata for a period less than 1 year during the internship period.

**4. Working hours** - We work 5 days a week, with 9 hours of work per day. However, any change to this will be conveyed to you from time to time. Holidays as followed at Tesco will be applicable to you.

**5. Postal address** – You will keep the Company informed of the postal address along with contact number for communication. You will also keep the Company informed of the changes that may occur in your postal address and contact number during your Internship Period with the Company.

**6. Intellectual Property and Information Security**

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b. You hereby assign exclusively and irrevocably to the Company all right, title and interest in and to any all inventions, discoveries, designs, developments, improvements, copyrightable material, and trade secrets (collectively herein "Inventions") that you solely or jointly may conceive, write, encode, develop, or reduce to practice during your internship training with the Company.

Confidential

2

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c. You will make prompt and full disclosure to the Company of any inventions, and if for any reason the assignment pursuant to this clause is not effective, will hold all such inventions in trust for the sole benefit of the Company. You also undertake to sign any documents, forms, applications, affidavits, etc., that may be required to assign all Inventions in favour of the Company.

d. During your internship training with the Company you will also be bound by the Information Security Policy of the Company and its amendments from time to time. Any breach in usage of the information, information assets, intellectual property and information technology, or compliance of the applicable rules and regulations shall be viewed seriously and shall also be liable for serious consequences including termination of internship training.

e. The Company shall have the right to vary or modify any or all the terms and conditions which shall be binding on you.

The existing rules, guidelines and policies and amendments from time to time shall be made available on the Company intranet. On joining us, you are expected to read, understand, accept and abide by the same.

**7. Separation/Termination**– Your internship period with us will conclude on **7 February 2024**. However, depending on the tenure of your Apprentice training the following written notice period shall apply.

| <b>Tenure</b>          | <b>Intern Notice Period</b> |
|------------------------|-----------------------------|
| <b>Up to 6 months</b>  | 1 Week (7 calendar days)    |
| <b>Beyond 6 months</b> | 1 month (30 calendar days)  |

Absence for consecutive period of 3 working days without prior approval of your Guide (including overstay of leave), would be deemed to be abandonment of internship your internship with the Company shall automatically come to an end without any notice or intimation.

The Company is also entitled to terminate your internship immediately without stipend or notice upon you being guilty of any misconduct or being convicted by any criminal court, being involved in fraudulent acts, etc., or for any other reason or for any act which in the opinion of the Company is likely to bring the Company any disrepute whether or not such act is directly related to the affairs of the Company; The Company would also reserve its right to terminate your internship without assigning any reason by serving a notice of one month in case of tenure more than six months and one week for tenure up to six months.

**8. Post termination**– On completion / termination of internship, you will immediately surrender to the Company all specifications, documents, literature, drawings, records, assets, laptop, etc., belonging to the Company or relating to its business and shall not take or retain any copies of the said items as well as a copy of your Internship Diary.

## **9. Discipline**

a. You shall be expected to abide by the policies, rules and regulations of the Company, be courteous, honest and professional within the Company and with its clients/customers, and maintain & represent the Company's high standards of professional services at all times, in the Company

b. You shall be responsible for all Company properties and material that are in your possession, and all infrastructures like telephones, computers, and projectors etc that have been provided to you to enable you in your work.

c. You shall not publicly criticize, defame or misrepresent the Company and shall not, knowingly, commit any such actions which may result in the Company's image / business being adversely affected.

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You will be governed by the rules and regulations as applicable, enforced, amended or altered from time to time during the course of your internship. The Company shall have the right to vary or modify any or all the above terms and conditions in its sole discretion and which shall be binding on you.

**10. Verification-** You will be liable to go through a third party driven background verification. In the unlikely event that the background verification comes as negative, then this Internship agreement will be terminated immediately in the sole discretion of the Company. You will need to mandatorily provide all necessary information and documents to facilitate the background verification documents, and non-compliance of this will lead to withdrawal of the internship offer.

This contract has been made in Bangalore and any dispute or suit, action or proceedings arising out of this Agreement or breach thereof or in respect of any matter or thing as herein contained and any claim by either party against the other shall be instituted or adjudicated upon only by the appropriate court of law in the city of Bangalore. Furthermore, for avoidance of doubt, this engagement letter shall always remain subject to the Internship Policy, other applicable policies of the Company and applicable laws. Accordingly, in case of any conflict between the terms of this engagement letter and the Company's policies (or applicable laws, as appropriate), the Company's policies shall take precedence.

**Sincerely,**

Pavithra Rao  
**Manager – Talent Acquisition**  
For and on behalf of  
Tesco Bengaluru Pvt. Ltd

By signing below, I acknowledge that I have read and understood the terms of my employment with Tesco and hereby accept and agree the same, including without limitation, all the annexures attached herein:

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## Engagement Letter

Dear ANKITHA CHOWDARY H,

With reference to the discussion, we are pleased to offer you the opportunity of undergoing full-time opportunity with **Tesco Bengaluru Private Limited (“Company”)**.

**Term:** You will be engaged as an apprentice for the term of **6 months commencing from 7 August 2023**. You shall report to us in our office located at No.81 & 82, EPIP Area, Whitefield, Bangalore-66, on or before the commencement of your Internship Period. During your internship, you will be assigned to the Business Transformation vertical, where you will work under the guidance of Suman Jha. Your line manager for the duration of the internship will be Sankha Mahapatra.

**Stipend:** During your internship you will be paid a consolidated sum of **25,000 per month (Twenty-Five Thousand)**, **post probation period your CTC would be INR 8,00,000 lakhs (per annum)**. You understand and agree that internship will not in any way (i) be deemed or construed as an offer of employment from the Company, either during or post the Internship Period (as defined above) or, (ii) entitle you to any employment wages or benefits (or incentives). This internship does not entitle you to claim any other additional remuneration and/or benefits, whether statutory or otherwise, which is or may be enjoyed by employees of the Company.

During your Internship Period, you will be given on the job training which will include projects, tasks and assignments to develop your learning in the Vertical, and the Company expects you to undergo training/learning as an intern with a high standard of initiative and efficiency. You shall devote yourself exclusively during the Internship Period to undergoing the internship and not seek internship or other opportunities with any third party.

During your Internship Period, you shall maintain a record of all your internship activities, including your projects, tasks and assignments performed, in the format as may be prescribed by the Company from time to time (“**Internship Diary**”) and diligently update your Guide about the same on a periodic basis.

Sincerely,

Pavithra Rao  
**Manager – Talent Acquisition**  
For and on behalf of  
Tesco Bengaluru Pvt. Ltd

### General Terms and Conditions:

Confidential

1

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c. Such information may include, without limitation, the Company's financials, customer/clients, modes of operation, information relating to research, development, trade secrets, contact names, address, phone numbers, technical, financial, marketing, manufacturing, distribution, or other technical or business information or trade secrets of the Company, including without limitation, concepts, techniques, processes, methods, systems, designs, clients, cost data, computer programs, formulae, development or experimental work, work in progress, customers and suppliers as well as software for business and professional use, application programs, operating systems, internet websites or e-commerce solutions, books, hardware and information for the microcomputer and internet marketplace, etc., used by you in the course of your internship with the Company. Confidential information shall also include information of the Company's associates/group companies/affiliates/parent company but shall not include information known or available to you prior to your internship with the Company.

d. You shall recognize that the Company has received and will receive confidential or proprietary information from its customers as well as third parties subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purpose. During the term of your internship and thereafter, you will not disclose such confidential or proprietary information to anyone except as necessary in carrying out your internship activities in the Company and consistent with the Company's agreement with such customers or third party. You will not use such information for the benefit of anyone other than the Company. You will also not disclose any confidential or proprietary information to anyone inside the Company except on a "need-to-know" basis

**3. Leave** - You are entitled for leave of one day per month You will also be entitled to 12 days of sick leave per annum and pro rata for a period less than 1 year during the internship period.

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b. You hereby assign exclusively and irrevocably to the Company all right, title and interest in and to any all inventions, discoveries, designs, developments, improvements, copyrightable material, and trade secrets (collectively herein "Inventions") that you solely or jointly may conceive, write, encode, develop, or reduce to practice during your internship training with the Company.

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The Company is also entitled to terminate your internship immediately without stipend or notice upon you being guilty of any misconduct or being convicted by any criminal court, being involved in fraudulent acts, etc., or for any other reason or for any act which in the opinion of the Company is likely to bring the Company any disrepute whether or not such act is directly related to the affairs of the Company; The Company would also reserve its right to terminate your internship without assigning any reason by serving a notice of one month in case of tenure more than six months and one week for tenure up to six months.

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This contract has been made in Bangalore and any dispute or suit, action or proceedings arising out of this Agreement or breach thereof or in respect of any matter or thing as herein contained and any claim by either party against the other shall be instituted or adjudicated upon only by the appropriate court of law in the city of Bangalore. Furthermore, for avoidance of doubt, this engagement letter shall always remain subject to the Internship Policy, other applicable policies of the Company and applicable laws. Accordingly, in case of any conflict between the terms of this engagement letter and the Company's policies (or applicable laws, as appropriate), the Company's policies shall take precedence.

**Sincerely,**

Pavithra Rao  
**Manager – Talent Acquisition**  
For and on behalf of  
Tesco Bengaluru Pvt. Ltd

By signing below, I acknowledge that I have read and understood the terms of my employment with Tesco and hereby accept and agree the same, including without limitation, all the annexures attached herein:

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



## Engagement Letter

Dear BHARATH KUMAR REDDY,

With reference to the discussion, we are pleased to offer you the opportunity of undergoing full-time opportunity with **Tesco Bengaluru Private Limited (“Company”)**.

**Term:** You will be engaged as an apprentice for the term of **6 months commencing from 7 August 2023**. You shall report to us in our office located at No.81 & 82, EPIP Area, Whitefield, Bangalore-66, on or before the commencement of your Internship Period. During your internship, you will be assigned to the Business Transformation vertical, where you will work under the guidance of Suman Jha. Your line manager for the duration of the internship will be Sankha Mahapatra.

**Stipend:** During your internship you will be paid a consolidated sum of **25,000 per month (Twenty-Five Thousand)**, **post probation period your CTC would be INR 8,00,000 lakhs (per annum)**. You understand and agree that internship will not in any way (i) be deemed or construed as an offer of employment from the Company, either during or post the Internship Period (as defined above) or, (ii) entitle you to any employment wages or benefits (or incentives). This internship does not entitle you to claim any other additional remuneration and/or benefits, whether statutory or otherwise, which is or may be enjoyed by employees of the Company.

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Sincerely,

Pavithra Rao  
**Manager – Talent Acquisition**  
For and on behalf of  
Tesco Bengaluru Pvt. Ltd

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**Sincerely,**

Pavithra Rao  
**Manager – Talent Acquisition**  
For and on behalf of  
Tesco Bengaluru Pvt. Ltd

By signing below, I acknowledge that I have read and understood the terms of my employment with Tesco and hereby accept and agree the same, including without limitation, all the annexures attached herein:

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## Engagement Letter

Dear DERREN D SOUZA,

With reference to the discussion, we are pleased to offer you the opportunity of undergoing full-time opportunity with **Tesco Bengaluru Private Limited (“Company”)**.

**Term:** You will be engaged as an apprentice for the term of **6 months commencing from 7 August 2023**. You shall report to us in our office located at No.81 & 82, EPIP Area, Whitefield, Bangalore-66, on or before the commencement of your Internship Period. During your internship, you will be assigned to the Business Transformation vertical, where you will work under the guidance of Suman Jha. Your line manager for the duration of the internship will be Sankha Mahapatra.

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During your Internship Period, you shall maintain a record of all your internship activities, including your projects, tasks and assignments performed, in the format as may be prescribed by the Company from time to time (“**Internship Diary**”) and diligently update your Guide about the same on a periodic basis.

Sincerely,

Pavithra Rao  
**Manager – Talent Acquisition**  
For and on behalf of  
Tesco Bengaluru Pvt. Ltd

### **General Terms and Conditions:**

Confidential

1

**Tesco Bengaluru (CIN – U72200KA2003PTC032530)**

**Regd. Office : # 81 &82, EPIP Area, Whitefield, Bangalore – 560 066. : +91-80-66588000 Fax : +91-80-66664500**

**www.tescohsc.com**



**1. Place of internship/ PPO** – You would be based out of our office in Bangalore.

**2. Confidentiality agreement:**

a. You will not, during continuance of this internship and thereafter disclose, divulge or communicate to any interested or other persons, whatsoever, any information relating to the Company's technical know-how, business practices or any other information of a confidential nature.

b. You shall treat all information obtained during the course of your internship with the Company, either directly or from the other employees of the Company, or during the course of your work with the Company, as strictly confidential.

c. Such information may include, without limitation, the Company's financials, customer/clients, modes of operation, information relating to research, development, trade secrets, contact names, address, phone numbers, technical, financial, marketing, manufacturing, distribution, or other technical or business information or trade secrets of the Company, including without limitation, concepts, techniques, processes, methods, systems, designs, clients, cost data, computer programs, formulae, development or experimental work, work in progress, customers and suppliers as well as software for business and professional use, application programs, operating systems, internet websites or e-commerce solutions, books, hardware and information for the microcomputer and internet marketplace, etc., used by you in the course of your internship with the Company. Confidential information shall also include information of the Company's associates/group companies/affiliates/parent company but shall not include information known or available to you prior to your internship with the Company.

d. You shall recognize that the Company has received and will receive confidential or proprietary information from its customers as well as third parties subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purpose. During the term of your internship and thereafter, you will not disclose such confidential or proprietary information to anyone except as necessary in carrying out your internship activities in the Company and consistent with the Company's agreement with such customers or third party. You will not use such information for the benefit of anyone other than the Company. You will also not disclose any confidential or proprietary information to anyone inside the Company except on a "need-to-know" basis

**3. Leave** - You are entitled for leave of one day per month You will also be entitled to 12 days of sick leave per annum and pro rata for a period less than 1 year during the internship period.

**4. Working hours** - We work 5 days a week, with 9 hours of work per day. However, any change to this will be conveyed to you from time to time. Holidays as followed at Tesco will be applicable to you.

**5. Postal address** – You will keep the Company informed of the postal address along with contact number for communication. You will also keep the Company informed of the changes that may occur in your postal address and contact number during your Internship Period with the Company.

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b. You hereby assign exclusively and irrevocably to the Company all right, title and interest in and to any all inventions, discoveries, designs, developments, improvements, copyrightable material, and trade secrets (collectively herein "Inventions") that you solely or jointly may conceive, write, encode, develop, or reduce to practice during your internship training with the Company.

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c. You will make prompt and full disclosure to the Company of any inventions, and if for any reason the assignment pursuant to this clause is not effective, will hold all such inventions in trust for the sole benefit of the Company. You also undertake to sign any documents, forms, applications, affidavits, etc., that may be required to assign all Inventions in favour of the Company.

d. During your internship training with the Company you will also be bound by the Information Security Policy of the Company and its amendments from time to time. Any breach in usage of the information, information assets, intellectual property and information technology, or compliance of the applicable rules and regulations shall be viewed seriously and shall also be liable for serious consequences including termination of internship training.

e. The Company shall have the right to vary or modify any or all the terms and conditions which shall be binding on you.

The existing rules, guidelines and policies and amendments from time to time shall be made available on the Company intranet. On joining us, you are expected to read, understand, accept and abide by the same.

**7. Separation/Termination**– Your internship period with us will conclude on **7 February 2024**. However, depending on the tenure of your Apprentice training the following written notice period shall apply.

| <b>Tenure</b>          | <b>Intern Notice Period</b> |
|------------------------|-----------------------------|
| <b>Up to 6 months</b>  | 1 Week (7 calendar days)    |
| <b>Beyond 6 months</b> | 1 month (30 calendar days)  |

Absence for consecutive period of 3 working days without prior approval of your Guide (including overstay of leave), would be deemed to be abandonment of internship your internship with the Company shall automatically come to an end without any notice or intimation.

The Company is also entitled to terminate your internship immediately without stipend or notice upon you being guilty of any misconduct or being convicted by any criminal court, being involved in fraudulent acts, etc., or for any other reason or for any act which in the opinion of the Company is likely to bring the Company any disrepute whether or not such act is directly related to the affairs of the Company; The Company would also reserve its right to terminate your internship without assigning any reason by serving a notice of one month in case of tenure more than six months and one week for tenure up to six months.

**8. Post termination**– On completion / termination of internship, you will immediately surrender to the Company all specifications, documents, literature, drawings, records, assets, laptop, etc., belonging to the Company or relating to its business and shall not take or retain any copies of the said items as well as a copy of your Internship Diary.

## **9. Discipline**

a. You shall be expected to abide by the policies, rules and regulations of the Company, be courteous, honest and professional within the Company and with its clients/customers, and maintain & represent the Company's high standards of professional services at all times, in the Company

b. You shall be responsible for all Company properties and material that are in your possession, and all infrastructures like telephones, computers, and projectors etc that have been provided to you to enable you in your work.

c. You shall not publicly criticize, defame or misrepresent the Company and shall not, knowingly, commit any such actions which may result in the Company's image / business being adversely affected.

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**TESCO**



You will be governed by the rules and regulations as applicable, enforced, amended or altered from time to time during the course of your internship. The Company shall have the right to vary or modify any or all the above terms and conditions in its sole discretion and which shall be binding on you.

**10. Verification-** You will be liable to go through a third party driven background verification. In the unlikely event that the background verification comes as negative, then this Internship agreement will be terminated immediately in the sole discretion of the Company. You will need to mandatorily provide all necessary information and documents to facilitate the background verification documents, and non-compliance of this will lead to withdrawal of the internship offer.

This contract has been made in Bangalore and any dispute or suit, action or proceedings arising out of this Agreement or breach thereof or in respect of any matter or thing as herein contained and any claim by either party against the other shall be instituted or adjudicated upon only by the appropriate court of law in the city of Bangalore. Furthermore, for avoidance of doubt, this engagement letter shall always remain subject to the Internship Policy, other applicable policies of the Company and applicable laws. Accordingly, in case of any conflict between the terms of this engagement letter and the Company's policies (or applicable laws, as appropriate), the Company's policies shall take precedence.

**Sincerely,**

Pavithra Rao  
**Manager – Talent Acquisition**  
For and on behalf of  
Tesco Bengaluru Pvt. Ltd

By signing below, I acknowledge that I have read and understood the terms of my employment with Tesco and hereby accept and agree the same, including without limitation, all the annexures attached herein:

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_



## Engagement Letter

Dear GULSHAN KUMAR,

With reference to the discussion, we are pleased to offer you the opportunity of undergoing full-time opportunity with **Tesco Bengaluru Private Limited (“Company”)**.

**Term:** You will be engaged as an apprentice for the term of **6 months commencing from 7 August 2023**. You shall report to us in our office located at No.81 & 82, EPIP Area, Whitefield, Bangalore-66, on or before the commencement of your Internship Period. During your internship, you will be assigned to the Business Transformation vertical, where you will work under the guidance of Suman Jha. Your line manager for the duration of the internship will be Sankha Mahapatra.

**Stipend:** During your internship you will be paid a consolidated sum of **25,000 per month (Twenty-Five Thousand)**, **post probation period your CTC would be INR 8,00,000 lakhs (per annum)**. You understand and agree that internship will not in any way (i) be deemed or construed as an offer of employment from the Company, either during or post the Internship Period (as defined above) or, (ii) entitle you to any employment wages or benefits (or incentives). This internship does not entitle you to claim any other additional remuneration and/or benefits, whether statutory or otherwise, which is or may be enjoyed by employees of the Company.

During your Internship Period, you will be given on the job training which will include projects, tasks and assignments to develop your learning in the Vertical, and the Company expects you to undergo training/learning as an intern with a high standard of initiative and efficiency. You shall devote yourself exclusively during the Internship Period to undergoing the internship and not seek internship or other opportunities with any third party.

During your Internship Period, you shall maintain a record of all your internship activities, including your projects, tasks and assignments performed, in the format as may be prescribed by the Company from time to time (“**Internship Diary**”) and diligently update your Guide about the same on a periodic basis.

Sincerely,

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**Manager – Talent Acquisition**  
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**www.tescohsc.com**



**1. Place of internship/ PPO** – You would be based out of our office in Bangalore.

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b. You shall treat all information obtained during the course of your internship with the Company, either directly or from the other employees of the Company, or during the course of your work with the Company, as strictly confidential.

c. Such information may include, without limitation, the Company's financials, customer/clients, modes of operation, information relating to research, development, trade secrets, contact names, address, phone numbers, technical, financial, marketing, manufacturing, distribution, or other technical or business information or trade secrets of the Company, including without limitation, concepts, techniques, processes, methods, systems, designs, clients, cost data, computer programs, formulae, development or experimental work, work in progress, customers and suppliers as well as software for business and professional use, application programs, operating systems, internet websites or e-commerce solutions, books, hardware and information for the microcomputer and internet marketplace, etc., used by you in the course of your internship with the Company. Confidential information shall also include information of the Company's associates/group companies/affiliates/parent company but shall not include information known or available to you prior to your internship with the Company.

d. You shall recognize that the Company has received and will receive confidential or proprietary information from its customers as well as third parties subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purpose. During the term of your internship and thereafter, you will not disclose such confidential or proprietary information to anyone except as necessary in carrying out your internship activities in the Company and consistent with the Company's agreement with such customers or third party. You will not use such information for the benefit of anyone other than the Company. You will also not disclose any confidential or proprietary information to anyone inside the Company except on a "need-to-know" basis

**3. Leave** - You are entitled for leave of one day per month You will also be entitled to 12 days of sick leave per annum and pro rata for a period less than 1 year during the internship period.

**4. Working hours** - We work 5 days a week, with 9 hours of work per day. However, any change to this will be conveyed to you from time to time. Holidays as followed at Tesco will be applicable to you.

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b. You hereby assign exclusively and irrevocably to the Company all right, title and interest in and to any all inventions, discoveries, designs, developments, improvements, copyrightable material, and trade secrets (collectively herein "Inventions") that you solely or jointly may conceive, write, encode, develop, or reduce to practice during your internship training with the Company.

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**7. Separation/Termination**– Your internship period with us will conclude on **7 February 2024**. However, depending on the tenure of your Apprentice training the following written notice period shall apply.

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The Company is also entitled to terminate your internship immediately without stipend or notice upon you being guilty of any misconduct or being convicted by any criminal court, being involved in fraudulent acts, etc., or for any other reason or for any act which in the opinion of the Company is likely to bring the Company any disrepute whether or not such act is directly related to the affairs of the Company; The Company would also reserve its right to terminate your internship without assigning any reason by serving a notice of one month in case of tenure more than six months and one week for tenure up to six months.

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b. You shall be responsible for all Company properties and material that are in your possession, and all infrastructures like telephones, computers, and projectors etc that have been provided to you to enable you in your work.

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This contract has been made in Bangalore and any dispute or suit, action or proceedings arising out of this Agreement or breach thereof or in respect of any matter or thing as herein contained and any claim by either party against the other shall be instituted or adjudicated upon only by the appropriate court of law in the city of Bangalore. Furthermore, for avoidance of doubt, this engagement letter shall always remain subject to the Internship Policy, other applicable policies of the Company and applicable laws. Accordingly, in case of any conflict between the terms of this engagement letter and the Company's policies (or applicable laws, as appropriate), the Company's policies shall take precedence.

**Sincerely,**

Pavithra Rao  
**Manager – Talent Acquisition**  
For and on behalf of  
Tesco Bengaluru Pvt. Ltd

By signing below, I acknowledge that I have read and understood the terms of my employment with Tesco and hereby accept and agree the same, including without limitation, all the annexures attached herein:

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## Engagement Letter

Dear HARSHITA R KUMBAR,

With reference to the discussion, we are pleased to offer you the opportunity of undergoing full-time opportunity with **Tesco Bengaluru Private Limited (“Company”)**.

**Term:** You will be engaged as an apprentice for the term of **6 months commencing from 7 August 2023**. You shall report to us in our office located at No.81 & 82, EPIP Area, Whitefield, Bangalore-66, on or before the commencement of your Internship Period. During your internship, you will be assigned to the Business Transformation vertical, where you will work under the guidance of Suman Jha. Your line manager for the duration of the internship will be Sankha Mahapatra.

**Stipend:** During your internship you will be paid a consolidated sum of **25,000 per month (Twenty-Five Thousand)**, **post probation period your CTC would be INR 8,00,000 lakhs (per annum)**. You understand and agree that internship will not in any way (i) be deemed or construed as an offer of employment from the Company, either during or post the Internship Period (as defined above) or, (ii) entitle you to any employment wages or benefits (or incentives). This internship does not entitle you to claim any other additional remuneration and/or benefits, whether statutory or otherwise, which is or may be enjoyed by employees of the Company.

During your Internship Period, you will be given on the job training which will include projects, tasks and assignments to develop your learning in the Vertical, and the Company expects you to undergo training/learning as an intern with a high standard of initiative and efficiency. You shall devote yourself exclusively during the Internship Period to undergoing the internship and not seek internship or other opportunities with any third party.

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**Sincerely,**

Pavithra Rao  
**Manager – Talent Acquisition**  
For and on behalf of  
Tesco Bengaluru Pvt. Ltd

By signing below, I acknowledge that I have read and understood the terms of my employment with Tesco and hereby accept and agree the same, including without limitation, all the annexures attached herein:

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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**TESCO**



## Engagement Letter

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With reference to the discussion, we are pleased to offer you the opportunity of undergoing full-time opportunity with **Tesco Bengaluru Private Limited (“Company”)**.

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**Stipend:** During your internship you will be paid a consolidated sum of **25,000 per month (Twenty-Five Thousand)**, **post probation period your CTC would be INR 8,00,000 lakhs (per annum)**. You understand and agree that internship will not in any way (i) be deemed or construed as an offer of employment from the Company, either during or post the Internship Period (as defined above) or, (ii) entitle you to any employment wages or benefits (or incentives). This internship does not entitle you to claim any other additional remuneration and/or benefits, whether statutory or otherwise, which is or may be enjoyed by employees of the Company.

During your Internship Period, you will be given on the job training which will include projects, tasks and assignments to develop your learning in the Vertical, and the Company expects you to undergo training/learning as an intern with a high standard of initiative and efficiency. You shall devote yourself exclusively during the Internship Period to undergoing the internship and not seek internship or other opportunities with any third party.

During your Internship Period, you shall maintain a record of all your internship activities, including your projects, tasks and assignments performed, in the format as may be prescribed by the Company from time to time (“**Internship Diary**”) and diligently update your Guide about the same on a periodic basis.

**Sincerely,**

Pavithra Rao  
**Manager – Talent Acquisition**  
For and on behalf of  
Tesco Bengaluru Pvt. Ltd

### **General Terms and Conditions:**

Confidential

1

**Tesco Bengaluru (CIN – U72200KA2003PTC032530)**

**Regd. Office : # 81 &82, EPIP Area, Whitefield, Bangalore – 560 066. : +91-80-66588000 Fax : +91-80-66664500**

**www.tescohsc.com**



**1. Place of internship/ PPO** – You would be based out of our office in Bangalore.

**2. Confidentiality agreement:**

a. You will not, during continuance of this internship and thereafter disclose, divulge or communicate to any interested or other persons, whatsoever, any information relating to the Company's technical know-how, business practices or any other information of a confidential nature.

b. You shall treat all information obtained during the course of your internship with the Company, either directly or from the other employees of the Company, or during the course of your work with the Company, as strictly confidential.

c. Such information may include, without limitation, the Company's financials, customer/clients, modes of operation, information relating to research, development, trade secrets, contact names, address, phone numbers, technical, financial, marketing, manufacturing, distribution, or other technical or business information or trade secrets of the Company, including without limitation, concepts, techniques, processes, methods, systems, designs, clients, cost data, computer programs, formulae, development or experimental work, work in progress, customers and suppliers as well as software for business and professional use, application programs, operating systems, internet websites or e-commerce solutions, books, hardware and information for the microcomputer and internet marketplace, etc., used by you in the course of your internship with the Company. Confidential information shall also include information of the Company's associates/group companies/affiliates/parent company but shall not include information known or available to you prior to your internship with the Company.

d. You shall recognize that the Company has received and will receive confidential or proprietary information from its customers as well as third parties subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purpose. During the term of your internship and thereafter, you will not disclose such confidential or proprietary information to anyone except as necessary in carrying out your internship activities in the Company and consistent with the Company's agreement with such customers or third party. You will not use such information for the benefit of anyone other than the Company. You will also not disclose any confidential or proprietary information to anyone inside the Company except on a "need-to-know" basis

**3. Leave** - You are entitled for leave of one day per month You will also be entitled to 12 days of sick leave per annum and pro rata for a period less than 1 year during the internship period.

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d. During your internship training with the Company you will also be bound by the Information Security Policy of the Company and its amendments from time to time. Any breach in usage of the information, information assets, intellectual property and information technology, or compliance of the applicable rules and regulations shall be viewed seriously and shall also be liable for serious consequences including termination of internship training.

e. The Company shall have the right to vary or modify any or all the terms and conditions which shall be binding on you.

The existing rules, guidelines and policies and amendments from time to time shall be made available on the Company intranet. On joining us, you are expected to read, understand, accept and abide by the same.

**7. Separation/Termination**– Your internship period with us will conclude on **7 February 2024**. However, depending on the tenure of your Apprentice training the following written notice period shall apply.

| <b>Tenure</b>          | <b>Intern Notice Period</b> |
|------------------------|-----------------------------|
| <b>Up to 6 months</b>  | 1 Week (7 calendar days)    |
| <b>Beyond 6 months</b> | 1 month (30 calendar days)  |

Absence for consecutive period of 3 working days without prior approval of your Guide (including overstay of leave), would be deemed to be abandonment of internship your internship with the Company shall automatically come to an end without any notice or intimation.

The Company is also entitled to terminate your internship immediately without stipend or notice upon you being guilty of any misconduct or being convicted by any criminal court, being involved in fraudulent acts, etc., or for any other reason or for any act which in the opinion of the Company is likely to bring the Company any disrepute whether or not such act is directly related to the affairs of the Company; The Company would also reserve its right to terminate your internship without assigning any reason by serving a notice of one month in case of tenure more than six months and one week for tenure up to six months.

**8. Post termination**– On completion / termination of internship, you will immediately surrender to the Company all specifications, documents, literature, drawings, records, assets, laptop, etc., belonging to the Company or relating to its business and shall not take or retain any copies of the said items as well as a copy of your Internship Diary.

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a. You shall be expected to abide by the policies, rules and regulations of the Company, be courteous, honest and professional within the Company and with its clients/customers, and maintain & represent the Company's high standards of professional services at all times, in the Company

b. You shall be responsible for all Company properties and material that are in your possession, and all infrastructures like telephones, computers, and projectors etc that have been provided to you to enable you in your work.

c. You shall not publicly criticize, defame or misrepresent the Company and shall not, knowingly, commit any such actions which may result in the Company's image / business being adversely affected.

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**10. Verification-** You will be liable to go through a third party driven background verification. In the unlikely event that the background verification comes as negative, then this Internship agreement will be terminated immediately in the sole discretion of the Company. You will need to mandatorily provide all necessary information and documents to facilitate the background verification documents, and non-compliance of this will lead to withdrawal of the internship offer.

This contract has been made in Bangalore and any dispute or suit, action or proceedings arising out of this Agreement or breach thereof or in respect of any matter or thing as herein contained and any claim by either party against the other shall be instituted or adjudicated upon only by the appropriate court of law in the city of Bangalore. Furthermore, for avoidance of doubt, this engagement letter shall always remain subject to the Internship Policy, other applicable policies of the Company and applicable laws. Accordingly, in case of any conflict between the terms of this engagement letter and the Company's policies (or applicable laws, as appropriate), the Company's policies shall take precedence.

**Sincerely,**

Pavithra Rao  
**Manager – Talent Acquisition**  
For and on behalf of  
Tesco Bengaluru Pvt. Ltd

By signing below, I acknowledge that I have read and understood the terms of my employment with Tesco and hereby accept and agree the same, including without limitation, all the annexures attached herein:

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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**TESCO**

## Engagement Letter

Dear NAGA NIKHIL KAUSIK AGASTYARAJU,

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This contract has been made in Bangalore and any dispute or suit, action or proceedings arising out of this Agreement or breach thereof or in respect of any matter or thing as herein contained and any claim by either party against the other shall be instituted or adjudicated upon only by the appropriate court of law in the city of Bangalore. Furthermore, for avoidance of doubt, this engagement letter shall always remain subject to the Internship Policy, other applicable policies of the Company and applicable laws. Accordingly, in case of any conflict between the terms of this engagement letter and the Company's policies (or applicable laws, as appropriate), the Company's policies shall take precedence.

**Sincerely,**

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**Manager – Talent Acquisition**  
For and on behalf of  
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Name: \_\_\_\_\_

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**TESCO**



## Engagement Letter

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**10. Verification-** You will be liable to go through a third party driven background verification. In the unlikely event that the background verification comes as negative, then this Internship agreement will be terminated immediately in the sole discretion of the Company. You will need to mandatorily provide all necessary information and documents to facilitate the background verification documents, and non-compliance of this will lead to withdrawal of the internship offer.

This contract has been made in Bangalore and any dispute or suit, action or proceedings arising out of this Agreement or breach thereof or in respect of any matter or thing as herein contained and any claim by either party against the other shall be instituted or adjudicated upon only by the appropriate court of law in the city of Bangalore. Furthermore, for avoidance of doubt, this engagement letter shall always remain subject to the Internship Policy, other applicable policies of the Company and applicable laws. Accordingly, in case of any conflict between the terms of this engagement letter and the Company's policies (or applicable laws, as appropriate), the Company's policies shall take precedence.

**Sincerely,**

Pavithra Rao  
**Manager – Talent Acquisition**  
For and on behalf of  
Tesco Bengaluru Pvt. Ltd

By signing below, I acknowledge that I have read and understood the terms of my employment with Tesco and hereby accept and agree the same, including without limitation, all the annexures attached herein:

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Confidential

4

**Tesco Bengaluru (CIN – U72200KA2003PTC032530)**

**Regd. Office : # 81 &82, EPIP Area, Whitefield, Bangalore – 560 066. : +91-80-66588000 Fax : +91-80-66664500**

**www.tescohsc.com**

**TESCO**

## Engagement Letter

Dear NIHAL GOWDA B S,

With reference to the discussion, we are pleased to offer you the opportunity of undergoing full-time opportunity with **Tesco Bengaluru Private Limited (“Company”)**.

**Term:** You will be engaged as an apprentice for the term of **6 months commencing from 7 August 2023**. You shall report to us in our office located at No.81 & 82, EPIP Area, Whitefield, Bangalore-66, on or before the commencement of your Internship Period. During your internship, you will be assigned to the Business Transformation vertical, where you will work under the guidance of Suman Jha. Your line manager for the duration of the internship will be Sankha Mahapatra.

**Stipend:** During your internship you will be paid a consolidated sum of **25,000 per month (Twenty-Five Thousand)**, **post probation period your CTC would be INR 8,00,000 lakhs (per annum)**. You understand and agree that internship will not in any way (i) be deemed or construed as an offer of employment from the Company, either during or post the Internship Period (as defined above) or, (ii) entitle you to any employment wages or benefits (or incentives). This internship does not entitle you to claim any other additional remuneration and/or benefits, whether statutory or otherwise, which is or may be enjoyed by employees of the Company.

During your Internship Period, you will be given on the job training which will include projects, tasks and assignments to develop your learning in the Vertical, and the Company expects you to undergo training/learning as an intern with a high standard of initiative and efficiency. You shall devote yourself exclusively during the Internship Period to undergoing the internship and not seek internship or other opportunities with any third party.

During your Internship Period, you shall maintain a record of all your internship activities, including your projects, tasks and assignments performed, in the format as may be prescribed by the Company from time to time (“**Internship Diary**”) and diligently update your Guide about the same on a periodic basis.

**Sincerely,**

Pavithra Rao  
**Manager – Talent Acquisition**  
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### **General Terms and Conditions:**

Confidential

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**1. Place of internship/ PPO** – You would be based out of our office in Bangalore.

**2. Confidentiality agreement:**

a. You will not, during continuance of this internship and thereafter disclose, divulge or communicate to any interested or other persons, whatsoever, any information relating to the Company's technical know-how, business practices or any other information of a confidential nature.

b. You shall treat all information obtained during the course of your internship with the Company, either directly or from the other employees of the Company, or during the course of your work with the Company, as strictly confidential.

c. Such information may include, without limitation, the Company's financials, customer/clients, modes of operation, information relating to research, development, trade secrets, contact names, address, phone numbers, technical, financial, marketing, manufacturing, distribution, or other technical or business information or trade secrets of the Company, including without limitation, concepts, techniques, processes, methods, systems, designs, clients, cost data, computer programs, formulae, development or experimental work, work in progress, customers and suppliers as well as software for business and professional use, application programs, operating systems, internet websites or e-commerce solutions, books, hardware and information for the microcomputer and internet marketplace, etc., used by you in the course of your internship with the Company. Confidential information shall also include information of the Company's associates/group companies/affiliates/parent company but shall not include information known or available to you prior to your internship with the Company.

d. You shall recognize that the Company has received and will receive confidential or proprietary information from its customers as well as third parties subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purpose. During the term of your internship and thereafter, you will not disclose such confidential or proprietary information to anyone except as necessary in carrying out your internship activities in the Company and consistent with the Company's agreement with such customers or third party. You will not use such information for the benefit of anyone other than the Company. You will also not disclose any confidential or proprietary information to anyone inside the Company except on a "need-to-know" basis

**3. Leave** - You are entitled for leave of one day per month You will also be entitled to 12 days of sick leave per annum and pro rata for a period less than 1 year during the internship period.

**4. Working hours** - We work 5 days a week, with 9 hours of work per day. However, any change to this will be conveyed to you from time to time. Holidays as followed at Tesco will be applicable to you.

**5. Postal address** – You will keep the Company informed of the postal address along with contact number for communication. You will also keep the Company informed of the changes that may occur in your postal address and contact number during your Internship Period with the Company.

**6. Intellectual Property and Information Security**

a. The Company shall be the sole owner of all its intellectual property rights (IPR). During your internship with the Company or thereafter, you are not permitted to use any IPR of the Company. For purposes of this clause IPR includes Patents, Copyrights, trademarks, service marks, brand names, designs, inventions, intangible assets, processes, methods, drawings, trade secrets etc.

b. You hereby assign exclusively and irrevocably to the Company all right, title and interest in and to any all inventions, discoveries, designs, developments, improvements, copyrightable material, and trade secrets (collectively herein "Inventions") that you solely or jointly may conceive, write, encode, develop, or reduce to practice during your internship training with the Company.

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d. During your internship training with the Company you will also be bound by the Information Security Policy of the Company and its amendments from time to time. Any breach in usage of the information, information assets, intellectual property and information technology, or compliance of the applicable rules and regulations shall be viewed seriously and shall also be liable for serious consequences including termination of internship training.

e. The Company shall have the right to vary or modify any or all the terms and conditions which shall be binding on you.

The existing rules, guidelines and policies and amendments from time to time shall be made available on the Company intranet. On joining us, you are expected to read, understand, accept and abide by the same.

**7. Separation/Termination**– Your internship period with us will conclude on **7 February 2024**. However, depending on the tenure of your Apprentice training the following written notice period shall apply.

| <b>Tenure</b>          | <b>Intern Notice Period</b> |
|------------------------|-----------------------------|
| <b>Up to 6 months</b>  | 1 Week (7 calendar days)    |
| <b>Beyond 6 months</b> | 1 month (30 calendar days)  |

Absence for consecutive period of 3 working days without prior approval of your Guide (including overstay of leave), would be deemed to be abandonment of internship your internship with the Company shall automatically come to an end without any notice or intimation.

The Company is also entitled to terminate your internship immediately without stipend or notice upon you being guilty of any misconduct or being convicted by any criminal court, being involved in fraudulent acts, etc., or for any other reason or for any act which in the opinion of the Company is likely to bring the Company any disrepute whether or not such act is directly related to the affairs of the Company; The Company would also reserve its right to terminate your internship without assigning any reason by serving a notice of one month in case of tenure more than six months and one week for tenure up to six months.

**8. Post termination**– On completion / termination of internship, you will immediately surrender to the Company all specifications, documents, literature, drawings, records, assets, laptop, etc., belonging to the Company or relating to its business and shall not take or retain any copies of the said items as well as a copy of your Internship Diary.

## **9. Discipline**

a. You shall be expected to abide by the policies, rules and regulations of the Company, be courteous, honest and professional within the Company and with its clients/customers, and maintain & represent the Company's high standards of professional services at all times, in the Company

b. You shall be responsible for all Company properties and material that are in your possession, and all infrastructures like telephones, computers, and projectors etc that have been provided to you to enable you in your work.

c. You shall not publicly criticize, defame or misrepresent the Company and shall not, knowingly, commit any such actions which may result in the Company's image / business being adversely affected.

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**Manager – Talent Acquisition**  
For and on behalf of  
Tesco Bengaluru Pvt. Ltd

By signing below, I acknowledge that I have read and understood the terms of my employment with Tesco and hereby accept and agree the same, including without limitation, all the annexures attached herein:

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



## Engagement Letter

Dear RHEA V KANCHAN,

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**Term:** You will be engaged as an apprentice for the term of **6 months commencing from 7 August 2023**. You shall report to us in our office located at No.81 & 82, EPIP Area, Whitefield, Bangalore-66, on or before the commencement of your Internship Period. During your internship, you will be assigned to the Business Transformation vertical, where you will work under the guidance of Suman Jha. Your line manager for the duration of the internship will be Sankha Mahapatra.

**Stipend:** During your internship you will be paid a consolidated sum of **25,000 per month (Twenty-Five Thousand)**, **post probation period your CTC would be INR 8,00,000 lakhs (per annum)**. You understand and agree that internship will not in any way (i) be deemed or construed as an offer of employment from the Company, either during or post the Internship Period (as defined above) or, (ii) entitle you to any employment wages or benefits (or incentives). This internship does not entitle you to claim any other additional remuneration and/or benefits, whether statutory or otherwise, which is or may be enjoyed by employees of the Company.

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c. Such information may include, without limitation, the Company's financials, customer/clients, modes of operation, information relating to research, development, trade secrets, contact names, address, phone numbers, technical, financial, marketing, manufacturing, distribution, or other technical or business information or trade secrets of the Company, including without limitation, concepts, techniques, processes, methods, systems, designs, clients, cost data, computer programs, formulae, development or experimental work, work in progress, customers and suppliers as well as software for business and professional use, application programs, operating systems, internet websites or e-commerce solutions, books, hardware and information for the microcomputer and internet marketplace, etc., used by you in the course of your internship with the Company. Confidential information shall also include information of the Company's associates/group companies/affiliates/parent company but shall not include information known or available to you prior to your internship with the Company.

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**Sincerely,**

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**Manager – Talent Acquisition**  
For and on behalf of  
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**TESCO**

## Engagement Letter

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Absence for consecutive period of 3 working days without prior approval of your Guide (including overstay of leave), would be deemed to be abandonment of internship your internship with the Company shall automatically come to an end without any notice or intimation.

The Company is also entitled to terminate your internship immediately without stipend or notice upon you being guilty of any misconduct or being convicted by any criminal court, being involved in fraudulent acts, etc., or for any other reason or for any act which in the opinion of the Company is likely to bring the Company any disrepute whether or not such act is directly related to the affairs of the Company; The Company would also reserve its right to terminate your internship without assigning any reason by serving a notice of one month in case of tenure more than six months and one week for tenure up to six months.

**8. Post termination**– On completion / termination of internship, you will immediately surrender to the Company all specifications, documents, literature, drawings, records, assets, laptop, etc., belonging to the Company or relating to its business and shall not take or retain any copies of the said items as well as a copy of your Internship Diary.

## **9. Discipline**

a. You shall be expected to abide by the policies, rules and regulations of the Company, be courteous, honest and professional within the Company and with its clients/customers, and maintain & represent the Company's high standards of professional services at all times, in the Company

b. You shall be responsible for all Company properties and material that are in your possession, and all infrastructures like telephones, computers, and projectors etc that have been provided to you to enable you in your work.

c. You shall not publicly criticize, defame or misrepresent the Company and shall not, knowingly, commit any such actions which may result in the Company's image / business being adversely affected.

Confidential

3

**Tesco Bengaluru (CIN – U72200KA2003PTC032530)**

**Regd. Office : # 81 &82, EPIP Area, Whitefield, Bangalore – 560 066. : +91-80-66588000 Fax : +91-80-66664500**

**www.tescohsc.com**





You will be governed by the rules and regulations as applicable, enforced, amended or altered from time to time during the course of your internship. The Company shall have the right to vary or modify any or all the above terms and conditions in its sole discretion and which shall be binding on you.

**10. Verification-** You will be liable to go through a third party driven background verification. In the unlikely event that the background verification comes as negative, then this Internship agreement will be terminated immediately in the sole discretion of the Company. You will need to mandatorily provide all necessary information and documents to facilitate the background verification documents, and non-compliance of this will lead to withdrawal of the internship offer.

This contract has been made in Bangalore and any dispute or suit, action or proceedings arising out of this Agreement or breach thereof or in respect of any matter or thing as herein contained and any claim by either party against the other shall be instituted or adjudicated upon only by the appropriate court of law in the city of Bangalore. Furthermore, for avoidance of doubt, this engagement letter shall always remain subject to the Internship Policy, other applicable policies of the Company and applicable laws. Accordingly, in case of any conflict between the terms of this engagement letter and the Company's policies (or applicable laws, as appropriate), the Company's policies shall take precedence.

**Sincerely,**

Pavithra Rao  
**Manager – Talent Acquisition**  
For and on behalf of  
Tesco Bengaluru Pvt. Ltd

By signing below, I acknowledge that I have read and understood the terms of my employment with Tesco and hereby accept and agree the same, including without limitation, all the annexures attached herein:

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_



## Engagement Letter

Dear RITTIKA RAJ,

With reference to the discussion, we are pleased to offer you the opportunity of undergoing full-time opportunity with **Tesco Bengaluru Private Limited (“Company”)**.

**Term:** You will be engaged as an apprentice for the term of **6 months commencing from 7 August 2023**. You shall report to us in our office located at No.81 & 82, EPIP Area, Whitefield, Bangalore-66, on or before the commencement of your Internship Period. During your internship, you will be assigned to the Business Transformation vertical, where you will work under the guidance of Suman Jha. Your line manager for the duration of the internship will be Sankha Mahapatra.

**Stipend:** During your internship you will be paid a consolidated sum of **25,000 per month (Twenty-Five Thousand)**, **post probation period your CTC would be INR 8,00,000 lakhs (per annum)**. You understand and agree that internship will not in any way (i) be deemed or construed as an offer of employment from the Company, either during or post the Internship Period (as defined above) or, (ii) entitle you to any employment wages or benefits (or incentives). This internship does not entitle you to claim any other additional remuneration and/or benefits, whether statutory or otherwise, which is or may be enjoyed by employees of the Company.

During your Internship Period, you will be given on the job training which will include projects, tasks and assignments to develop your learning in the Vertical, and the Company expects you to undergo training/learning as an intern with a high standard of initiative and efficiency. You shall devote yourself exclusively during the Internship Period to undergoing the internship and not seek internship or other opportunities with any third party.

During your Internship Period, you shall maintain a record of all your internship activities, including your projects, tasks and assignments performed, in the format as may be prescribed by the Company from time to time (“**Internship Diary**”) and diligently update your Guide about the same on a periodic basis.

Sincerely,

Pavithra Rao  
**Manager – Talent Acquisition**  
For and on behalf of  
Tesco Bengaluru Pvt. Ltd

### General Terms and Conditions:

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**1. Place of internship/ PPO** – You would be based out of our office in Bangalore.

**2. Confidentiality agreement:**

a. You will not, during continuance of this internship and thereafter disclose, divulge or communicate to any interested or other persons, whatsoever, any information relating to the Company's technical know-how, business practices or any other information of a confidential nature.

b. You shall treat all information obtained during the course of your internship with the Company, either directly or from the other employees of the Company, or during the course of your work with the Company, as strictly confidential.

c. Such information may include, without limitation, the Company's financials, customer/clients, modes of operation, information relating to research, development, trade secrets, contact names, address, phone numbers, technical, financial, marketing, manufacturing, distribution, or other technical or business information or trade secrets of the Company, including without limitation, concepts, techniques, processes, methods, systems, designs, clients, cost data, computer programs, formulae, development or experimental work, work in progress, customers and suppliers as well as software for business and professional use, application programs, operating systems, internet websites or e-commerce solutions, books, hardware and information for the microcomputer and internet marketplace, etc., used by you in the course of your internship with the Company. Confidential information shall also include information of the Company's associates/group companies/affiliates/parent company but shall not include information known or available to you prior to your internship with the Company.

d. You shall recognize that the Company has received and will receive confidential or proprietary information from its customers as well as third parties subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purpose. During the term of your internship and thereafter, you will not disclose such confidential or proprietary information to anyone except as necessary in carrying out your internship activities in the Company and consistent with the Company's agreement with such customers or third party. You will not use such information for the benefit of anyone other than the Company. You will also not disclose any confidential or proprietary information to anyone inside the Company except on a "need-to-know" basis

**3. Leave** - You are entitled for leave of one day per month You will also be entitled to 12 days of sick leave per annum and pro rata for a period less than 1 year during the internship period.

**4. Working hours** - We work 5 days a week, with 9 hours of work per day. However, any change to this will be conveyed to you from time to time. Holidays as followed at Tesco will be applicable to you.

**5. Postal address** – You will keep the Company informed of the postal address along with contact number for communication. You will also keep the Company informed of the changes that may occur in your postal address and contact number during your Internship Period with the Company.

**6. Intellectual Property and Information Security**

a. The Company shall be the sole owner of all its intellectual property rights (IPR). During your internship with the Company or thereafter, you are not permitted to use any IPR of the Company. For purposes of this clause IPR includes Patents, Copyrights, trademarks, service marks, brand names, designs, inventions, intangible assets, processes, methods, drawings, trade secrets etc.

b. You hereby assign exclusively and irrevocably to the Company all right, title and interest in and to any all inventions, discoveries, designs, developments, improvements, copyrightable material, and trade secrets (collectively herein "Inventions") that you solely or jointly may conceive, write, encode, develop, or reduce to practice during your internship training with the Company.

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c. You will make prompt and full disclosure to the Company of any inventions, and if for any reason the assignment pursuant to this clause is not effective, will hold all such inventions in trust for the sole benefit of the Company. You also undertake to sign any documents, forms, applications, affidavits, etc., that may be required to assign all Inventions in favour of the Company.

d. During your internship training with the Company you will also be bound by the Information Security Policy of the Company and its amendments from time to time. Any breach in usage of the information, information assets, intellectual property and information technology, or compliance of the applicable rules and regulations shall be viewed seriously and shall also be liable for serious consequences including termination of internship training.

e. The Company shall have the right to vary or modify any or all the terms and conditions which shall be binding on you.

The existing rules, guidelines and policies and amendments from time to time shall be made available on the Company intranet. On joining us, you are expected to read, understand, accept and abide by the same.

**7. Separation/Termination**– Your internship period with us will conclude on **7 February 2024**. However, depending on the tenure of your Apprentice training the following written notice period shall apply.

| <b>Tenure</b>          | <b>Intern Notice Period</b> |
|------------------------|-----------------------------|
| <b>Up to 6 months</b>  | 1 Week (7 calendar days)    |
| <b>Beyond 6 months</b> | 1 month (30 calendar days)  |

Absence for consecutive period of 3 working days without prior approval of your Guide (including overstay of leave), would be deemed to be abandonment of internship your internship with the Company shall automatically come to an end without any notice or intimation.

The Company is also entitled to terminate your internship immediately without stipend or notice upon you being guilty of any misconduct or being convicted by any criminal court, being involved in fraudulent acts, etc., or for any other reason or for any act which in the opinion of the Company is likely to bring the Company any disrepute whether or not such act is directly related to the affairs of the Company; The Company would also reserve its right to terminate your internship without assigning any reason by serving a notice of one month in case of tenure more than six months and one week for tenure up to six months.

**8. Post termination**– On completion / termination of internship, you will immediately surrender to the Company all specifications, documents, literature, drawings, records, assets, laptop, etc., belonging to the Company or relating to its business and shall not take or retain any copies of the said items as well as a copy of your Internship Diary.

## **9. Discipline**

a. You shall be expected to abide by the policies, rules and regulations of the Company, be courteous, honest and professional within the Company and with its clients/customers, and maintain & represent the Company's high standards of professional services at all times, in the Company

b. You shall be responsible for all Company properties and material that are in your possession, and all infrastructures like telephones, computers, and projectors etc that have been provided to you to enable you in your work.

c. You shall not publicly criticize, defame or misrepresent the Company and shall not, knowingly, commit any such actions which may result in the Company's image / business being adversely affected.

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**TESCO**

You will be governed by the rules and regulations as applicable, enforced, amended or altered from time to time during the course of your internship. The Company shall have the right to vary or modify any or all the above terms and conditions in its sole discretion and which shall be binding on you.

**10. Verification-** You will be liable to go through a third party driven background verification. In the unlikely event that the background verification comes as negative, then this Internship agreement will be terminated immediately in the sole discretion of the Company. You will need to mandatorily provide all necessary information and documents to facilitate the background verification documents, and non-compliance of this will lead to withdrawal of the internship offer.

This contract has been made in Bangalore and any dispute or suit, action or proceedings arising out of this Agreement or breach thereof or in respect of any matter or thing as herein contained and any claim by either party against the other shall be instituted or adjudicated upon only by the appropriate court of law in the city of Bangalore. Furthermore, for avoidance of doubt, this engagement letter shall always remain subject to the Internship Policy, other applicable policies of the Company and applicable laws. Accordingly, in case of any conflict between the terms of this engagement letter and the Company's policies (or applicable laws, as appropriate), the Company's policies shall take precedence.

**Sincerely,**

Pavithra Rao  
**Manager – Talent Acquisition**  
For and on behalf of  
Tesco Bengaluru Pvt. Ltd

By signing below, I acknowledge that I have read and understood the terms of my employment with Tesco and hereby accept and agree the same, including without limitation, all the annexures attached herein:

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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**TESCO**

**P HITESH**

Dear **P HITESH**

On behalf of CAI Info India Private Ltd., I would like to reconfirm our verbal offer of employment as a **"Jr. Software Engineer"** for an annual CTC of Rs. 3,00,000.00 (Rupees three lakhs thirty thousand) beginning on your anticipated start date, Monday, February 05, 2024. This will be paid to you monthly at the end of each month in increments of Rs. 25,000.00 (gross monthly CTC).

Special Clauses:

- During the period of your employment, the Company may at any time assign or transfer you to any location in the world where the Company/its clients has its establishment. In such an event, you shall be entitled to allowances in accordance with the policies of the Company.
- If you do not have an existing account with ICICI Bank, you will be required to establish one within 2 weeks of your first pay.
- You shall be considered for the next financial review in 2025.

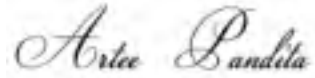
You are required to bring the following documents at the time of reporting for employment: -

- Last updated resume
- Latest passport size photograph
- A copy of Educational Certificates for all years of education and mark cards -
- Copy of passport
- Form 16

Please sign the bottom portion of this letter indicating your acceptance of this position and return the same immediately. You will be issued an appointment letter upon your acceptance of this offer letter.

Thank You and Welcome.

Yours Truly, Accepted By:



**Artee Pandita** \_\_\_\_\_  
**Director-Human Resources**

Divyasree Towers, Floor 5, Guruppanapalya  
Bannerghatta Main Road, Bangalore-560029  
[www.cai.io](http://www.cai.io) [inquire@cai.io](mailto:inquire@cai.io)

Detailed CTC Breakdown:

| Description       | Monthly              | Yearly                 |
|-------------------|----------------------|------------------------|
| Basic             | INR 13,750.00        | INR 1,65,000.00        |
| HRA               | INR 5,500.00         | INR 66,000.00          |
| Conveyance        | INR 300.00           | INR 3,600.00           |
| Medical Allowance | INR 700.00           | INR 8,400.00           |
| Statutory Bonus   | INR 2,500.00         | INR 30,000.00          |
| Provident Fund    | INR 3,300.00         | INR 39,600.00          |
| Gratuity          | INR 661.38           | INR 7,936.50           |
| Special Allowance | INR 788.63           | INR 9,463.50           |
| <b>Total</b>      | <b>INR 25,000.00</b> | <b>INR 3,00,000.00</b> |

Accepted By:

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Divyasree Towers, Floor 5, Guruppanapalya  
Bannerghatta Main Road, Bangalore-560029  
[www.cai.io](http://www.cai.io) [inquire@cai.io](mailto:inquire@cai.io)

**CAI Info India Private Limited**

080 -45340400

## OFFER LETTER

Dear P KRISHNA HAMSA,

Subsequent to your meetings with Go Digit General Insurance Limited, we are pleased to make an offer of employment on the following terms and conditions:

- 1.1 You shall be appointed to the position of **Graduate Trainee Engineer – Analytics and Data Science**.
- 1.2 As an employee of the Organisation, your Gross Annual Compensation (Cost to Company) will be **Rs. 450000/-** (Rupees Four Lac Fifty Thousand Only).
- 1.3 Your Gross Annual Compensation will include a performance-linked variable of **11.00%** subject to achievement of pre-defined targets.
- 1.4 All terms and conditions of your employment, including the code of conduct, will be in accordance with the Company's policies and procedures and the Employment Agreement.
- 1.5 The Trainee Program will be for a period of **1 year** from your date of joining.
- 1.6 Your employment will also be dependent upon completion of your Graduation / Post Graduation as per the training programme.
- 1.7 Your employment with the Company is subject to:
  - (a) The accuracy of the testimonials and information provided by you; and,
  - (b) You being free from any contractual restrictions preventing you from accepting this offer and will return receipt of acceptance of this offer within 5 workings days.
- 1.8 At any time, the contract may be terminated by either party by giving 90 days' notice in writing. Go Digit General Insurance reserves the right to payment of salary in lieu of the notice period.
- 1.9 We are glad that you have accepted our offer. In order to confirm your joining, you would be required to submit a proof of your resignation from your current company





BACKED BY FAIRFAX

within 7 days of receipt of this offer letter. In case of failure to submit the same within the stipulated time period, the company reserves a right to withdraw this offer.

On the day of your joining kindly bring photocopies of your certificates (all education qualifications, address proof, Pan card copy, ID proof, all previous employers' certificates, Form 16, Last employer's salary slip of last 3 months, relieving Letter from last employer), along with four passport size photographs.

This offer is being issued subject to successful verification of all your documents submitted. As a token of your acceptance of our offer and the terms of this letter, please sign in the space provided below and return the same to us. We are excited at the prospect of having you join us and look forward to a rewarding association.

**Annexure A**  
**Compensation Entitlement Sheet**

|                               | Monthly       | Annual         |
|-------------------------------|---------------|----------------|
| Basic Salary                  | 11,667        | 140,000        |
| HRA                           | 4,667         | 56,000         |
| Education Allowance           | 200           | 2,400          |
| LTA                           | 972           | 11,662         |
| Statutory Bonus               | 972           | 11,662         |
| Special Allowance             | 12,495        | 149,942        |
| <b>Gross Salary</b>           | <b>30,972</b> | <b>371,666</b> |
| <u>Employer Contributions</u> |               |                |
| EPF                           | 1,800         | 21,600         |
| ESI                           | 0             | 0              |
| Gratuity                      | 561           | 6,734          |
| <b>Fixed Compensation</b>     | <b>33,333</b> | <b>400,000</b> |
| <b>Variable Pay</b>           |               | <b>50000</b>   |
|                               |               |                |
| <b>Annual Cost to Company</b> |               | <b>450,000</b> |

**Deductions:**

|                |               |               |
|----------------|---------------|---------------|
| EPF            | 1,800         | 21,600        |
| ESIC           | 0             | 0             |
| PT Deduction   | 200           | 2,500         |
| <b>Net Pay</b> | <b>28,972</b> | <b>450000</b> |

\*TDS deduction is subject to taxable income.

\*\*If your Annual Compensation includes a performance-linked variable then the payment will be subject to achievement of predefined targets. Variable pay shall be paid depending upon the performance of the employee and as per the company policies. Employee who has resigned or is serving his/her notice period, as on the date of payment, will not be eligible for payment of variable pay.

\*\*\* Eligibility for increment shall be depending upon the performance of the employee and as per company policies. Employee who has resigned or is serving his/her notice period will not be eligible for increment.

Sincerely,

**For Go Digit General Insurance Limited**



**Amrit Jaidka Arora**  
**CHRO**

**Vibhanshu Patel**





## Welcome to Wipro's Work Integrated Learning Program ("WILP")

**Work Integrated Learning Programme**  
**Wipro Limited, Dodda Kannelli**  
**Sarjapur Road, Bengaluru - 560 035.**  
**Phone: (080) 28440011/12, Fax: (080) 28440256**

Dear PAPPU SIRI KIRAN,

### **Sub: Enrolment letter to Wipro's Work Integrated Learning Program ("WILP") as Scholar Trainee – Work Integrated Learning Program**

Welcome to WILP!

With reference to your application, it is our pleasure to enroll you as a Scholar Trainee – Work Integrated Learning Program. This is a scholarship program customized as a robust academic and training program which will enable you to obtain M-Tech degree from one of the premier engineering institution / University in India.

The duration of the academic program shall be 48 months from the **date of enrolment to the academic program**. You will be enrolled into the academic program within 12 months from date of joining. Your date of joining will be intimated through a separate communication.

We hope you enjoy the learning with WILP and have an enriching experience being a part of Wipro Limited ("Wipro or "Company").

Please read through the terms and conditions of your enrolment as provided below.

We look forward to having a long and fruitful relationship with you at WILP, Wish you all the best!

Yours sincerely,  
For **Wipro Limited**,

**Aparna Shailen**  
**General Manager - Human Resources**

#### **Endorsement**

I accept the enrolment and the terms and conditions thereof as specified below. I shall report for undergoing study on

#### **Terms & Conditions of Scholarship**

##### **1. PROFILE:**

You have been selected to be a part of Wipro's WILP and are enrolled as a Scholar Trainee- Work Integrated Learning Program. Upon joining WILP, you will have to undergo a "Project Readiness Program" ('PRP') that prepares you to participate in projects at the Company as part of this learning program. This robust academic program will also enable you to obtain **M-Tech degree from one of the premier engineering Institution / University** upon successful completion of the course.

##### **2. DURATION:**

The duration of your academic program will be for a period of 48 months from the date of enrolment to the academic program. You will be enrolled into the academic program within 12 months from date of joining. Unless the Company extends the period of your study in writing, which is done solely at the discretion of the Company, your enrolment would automatically terminate at the end of the stated 48 months.

In case the Company extends the academic period (in writing) you will continue to be enrolled as a Scholar Trainee – Work Integrated Learning Program with WILP.

### 3. Appointment details:

We provide support to our global customers through various Company locations in India to suit customer requirements by operating 24x7. You would be operating from any of these locations and in any of the shifts, including night shift, as may be decided by the Company, keeping in mind the business needs and deliverables to customers.

### 4. Scholarship/Stipend and Benefits

During your period of enrolment, you would be entitled to a consolidated monthly scholarship.

Apart from the monthly scholarship, the Company will provide you with life & accidental insurance that would include a cover for you, the premium / cost will be taken care of by Wipro. This is a voluntary benefit offered by the Company and the details of the same are listed below.

- i. A Group Personal Accident Insurance (GPAI) coverage of **Rs.12,00,000/-**. You could also choose to get additional coverage for a nominal and highly negotiated premium. More details on the policy are available in My Policies section in myWipro, the HR portal at Wipro.
- ii. Group Life Insurance coverage of **Rs.14, 00,000/-**. This sum insured is inclusive of cover as per EDLI (Employee Deposit Linked Insurance). You can also get an extra coverage for a nominal and highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

In addition to the above, you are also eligible for medical insurance cover towards hospitalization.

You are eligible for a floater coverage of Rs.2,00,000/- per annum for family (self, spouse & children) towards hospitalization. There will be a deduction from your monthly scholarship/stipend depending on your marital/family status towards the base sum insured premium. 10% of the claim amount would need to be borne by the employee/Scholar trainee.

Base Medical insurance is to be availed by the employee as default. It is accounted for in deductions as a nominal monthly charge. Top-Up cover is voluntary and charged as applicable during renewal timelines.

If you wish to enhance the coverage, a top up cover option is also available for a highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

The below table lists down your scholarship details:

| Period      | Scholarship | ESI | Consolidated Scholarship (Rs. Per Month) |
|-------------|-------------|-----|------------------------------------------|
| First year  | 15000       | 488 | 15,488/- (*)                             |
| Second year | 17000       | 553 | 17,553/- (*)                             |
| Third year  | 19000       | 618 | 19,618/- (*)                             |
| Fourth year | 23000       | 0   | 23,000/- (*)                             |

(\*) You shall be responsible for payment of all statutory contributions, taxes, dues and levies as may be required under the relevant laws including contributions under Employees' State Insurance Corporation Act (**at 0.75% of your Scholarship**) as and when applicable to you. Such contributions, taxes, dues and levies where required, shall be deducted from your Scholarship and benefits according to applicable laws and regulations.

Your fourth-year scholarship will continue until completion of your M-Tech program. Your enrolment into the MTech academic program within 12 months from date of joining.

You shall be eligible to receive a onetime "joining bonus" of Rs.75,000 after you join Wipro along with your first month salary. All applicable taxes on the payment of this amount will be borne by you. Please note in the event you leave the organization within 12 months from the date of joining, payment processed under Joining bonus shall be recovered from the employee at the time of exit.

The enhancement of the scholarship at the end of each academic year of study will be at the discretion of the Company and subject to your satisfactory progress of study, acquisition of skills, behavior, regularity and punctuality in attendance. Your continued enrolment in the course, will be at the discretion of the Company, and is subject to satisfactory academic performance and other requirements as prescribed in the WILP portal.

In case your project performance at any stage is not found to be at par with the requirement of WILP, then you would be placed on performance improvement program (PIP). If you fail to successfully complete the PIP, the Company may at its sole discretion discontinue your enrolment in the WILP program.

#### **Book Allowance:**

A Book Allowance of Rs.1,250/- will be provided to you per semester. This allowance will be given every semester except the last semester when you will be engaged in dissertation. The allowance will be paid to you centrally along with your scholarship during the course of each semester. The allowance will be subject to tax. Book allowance is applicable and paid only when you are registered for the semester.

#### **5. Training Agreement:**

- i. This letter of enrolment is subject to the execution of a training agreement in the prescribed proforma with Wipro Limited, Sarjapur Road, Doddakannelli, Bengaluru-560035 on or before joining the program ("Training Agreement").
- ii. This Training agreement shall be for a total period of 60 Months where you will be mentored for developing your skills and knowledge. This included technical training, in various formats, both online and offline and practical experience in various projects. The Company invests on your behalf for the cost of these trainings. Should you discontinue the WILP program or your enrolment with WILP is cancelled for any reason whatsoever before the completion of 60 months from the date of joining, the training expenses of Rs.75,000/-(Rupees Seventy five thousand only) will have to be paid by you as detailed in the Training Agreement.

#### **6. PROJECT READINESS PROGRAM (PRP)**

Upon enrolment, you will have to undergo a Project Readiness Program (PRP) to prepare you to participate in projects. This is offered by Wipro's - Talent Transformation Department to all campus and off-campus selects. The broad objective of PRP is to equip you with the necessary knowledge and skills that will enable you to start working on real-life project work which is an integral part of the WILP.

#### **7. Regulations of Academic study:**

- i. You will be enrolled for M-Tech program with a renowned institution ("University") that collaborates with Wipro for WILP.
- ii. Course specialization includes but is not limited to Software Systems, Software Engineering, Information Technology, Computing Systems and Infrastructure Management, Data Analytics, IoT, Cloud, Digital & Cyber security, Embedded Systems.
- iii. Your specialization and enrolment would be decided based on prevailing business requirements and decision of the Company is final and binding.
- iv. You will not be able to change Specialization track after enrolment.
- v. Overall program duration is 4 years from date of enrolment of academic program.
- vi. As per the program structure, a WILP Scholar trainee will register and pursue 4 to 6 courses per semester over 7 semesters.
- vii. You will be required to submit a project work / dissertation in your final semester (8<sup>th</sup> semester of your program). This will enable you to advance your professional capabilities by applying concepts and techniques in projects.
- viii. Each course has multiple evaluation components. This includes an assignment component, quiz, mid-semester examination and comprehension examination. All evaluation components are mandatory for securing a pass grade in a course as prescribed by the partnering institution.

- ix. Contact classes are organized as per the handout and calendar prepared and shared by the University at the beginning of each semester. In the normal course, one session of 2 hours duration per course per contact class is organized.
- x. You will be called upon to undergo studies during the hours and days as may be fixed by the Company from time to time. Normally, the study hours would be from 9:00am to 6:00pm
- xi. The faculty will take attendance/circulate attendance sheets for every session. It is your responsibility to ensure that your attendances are recorded properly.
- xii. WILP Scholar trainees are expected to be on time for every session. Punctuality is non-negotiable and the faculty reserves the right to deny entry and attendance to late comers.
- xiii. Attending 75% of contact session is mandatory for each course to appear for examinations.
- xiv. Not attending classes for reasons like medical/on the job training /late coming/personal problems and other similar reasons would be treated as absenteeism.
- xv. Scholar trainees who fail to meet the minimum attendance criteria will not qualify for comprehension exams for any of the registered courses in that semester.
- xvi. For any reason, you are not able to meet the minimum attendance criteria or not complete the mandatory assignments / quiz / examinations in any semester, you are required to repeat the same semester as and when the next batch is organized. In such cases, rules and regulations governing academic programs at that time would be applicable. In addition, additional semesters fees are to be borne by you as prescribed by the University.
- xvii. At the end of each semester, the performance of each Scholar Trainee in a course, is specified as a letter grade which is obtained through a Relative Grading procedure
- xviii. Any Scholar trainee securing 3 or more cumulative fail grade at any point in time will be expelled from WILP Program.
- xix. The 8th semester of study is fully devoted for dissertation / project work
- xx. If a Scholar trainee's CGPA is less than 5.5, the Scholar trainee will not be permitted to register for the dissertation. He/she has to re-appear for exams and secure a CGPA of 5.5 before taking up the dissertation. Also, a Scholar trainee with an E grade in any course will not be permitted to register for the Dissertation
- xxi. Project / Dissertation work has to be carried out by each individual separately. Teamwork is not permitted.
- xxii. The dissertation has to be completed strictly as per the guidelines that are outlined by collaborating institution.
- xxiii. WILP Scholar trainees are expected to maintain decorum and discipline in line with Wipro's professional work culture and environment.
- xxiv. In cases where a Scholar trainee deviates from the expected behaviour as prescribed by the WILP and partnering institution from time to time , strict action will be taken and the decision of the WILP Team / faculty /, University would be final and binding.
- xxv. Breach of integrity will be dealt with sternly. Such Scholar trainees will be asked to discontinue their studies and also expelled from WILP program.
- xxvi. On successful completion of the study, you will be eligible to receive the M-Tech degree from the collaborating University, in recognition of your successfully completing the course.
- xxvii. All Scholar trainees of the WILP will be given testimonials at the end of the successful completion of the M-Tech degree program. The testimonial contains the timeline in the WILP and the kind of project works carried during this opportunity.

Mode of contact session, examination pattern and other academic program norms are subject to change based on the prevailing situation / University norms declared from time to time. Decision of the University would be final and binding.

## **8. Conflict of Interest:**

- i. During your enrolment period with the WILP, you will focus exclusively on the requirements of the program. In addition to your study and academic requirements, you are required to engage yourself exclusively in the work assigned by Wipro and shall not take up any independent or individual assignments (whether part time or full time, in an advisory capacity or otherwise) directly or indirectly without the express written consent of Head /

## Manager of WILP Academy

- ii. You shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any person who is involved in activities, which are or shall be in conflict with the interests of Wipro.
- iii. The Conflict of Interest Policy also refers to the need on your part, during your enrolment and for a period of one year from the cessation of your enrolment with WILP (irrespective of the circumstances of, or the reasons for, the cessation) not to solicit, induce or encourage:
  - a. Any student/scholar trainee of the WILP to abandon /withdraw their enrolment with the program or to accept enrolment and/or employment with any competitor, supplier or any customer with whom you have a connection.
  - b. Any employee of Wipro to terminate their employment with Wipro or to accept employment with any competitor, supplier or any customer with whom you have a connection.
  - c. Any customer or vendor of Wipro to move their existing business with Wipro to a third party or to terminate their business relationship with Wipro.
  - d. Any existing employee and/or student of WILP to become associated with, or perform services of any type for any third party.
- iv. In case of any conflict or doubt, please discuss the matter with Head / Manager of WILP, to understand Wipro's position on this and resolve the conflict.

## 9. Obligation and Responsibilities:

- i. During the study period you will be governed by the WILP regulations and instructions as may be modified, from time to time, in relation to conduct, discipline and other matters.
- ii. During your study as part of WILP, Company expects you to undergo study in the area in which you are placed, with a high standard of initiative and efficiency. This is critical and Company has zero tolerance towards any deviations.
- iii. You would not be allowed to seek membership of any local or public body without the written approval from the Head / Manager of WILP.
- iv. During the study period and thereafter, you would not be allowed to give out to anyone in writing or by word of mouth or otherwise, particulars or details of work - process, technical know-how, research carried out, security arrangements, or administrative and/or organizational matters of confidential or secret nature which you may come across during your academic study or become known to you by virtue of your undergoing study under WILP or otherwise.
- v. You are bound by all regulations, instructions and policies of the WILP and Wipro. These are updated / modified on a periodic basis and new policies may be introduced and notified to Scholar trainees from time to time and you will be bound to comply with the same.
- vi. In consideration of the opportunities, trainings and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by WILP/Wipro and in the course of your association with WILP. This covenant shall endure during your association and beyond the cessation of your association with WILP (irrespective of the circumstances of, or the reasons for, the cessation).
- vii. In connection with your association with Wipro as part of the WILP and during the term of your association upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business or academic session hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

During the period of academic study, if you develop or conceptualize inventions, ideas, concepts, discoveries, techniques and improvements (including without limitation computer software) solely or jointly with others in relation to the operation of the WILP / Wipro, such developments will be fully communicated to the WILP academy and will be the sole intellectual property of Wipro. You agree to cooperate in the execution of documents to facilitate the assignment of such intellectual property when required.

## 10. Confidentiality:



- i. In consideration of the opportunities, training and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by Wipro and in the course of your enrolment. This covenant shall endure during your enrolment and beyond the cessation of your enrolment with Wipro (irrespective of the circumstances of, or the reasons for, the cessation).
- ii. During your training on projects at Wipro, you will be expected not to use or disclose any confidential information, including trade secrets, of any former employer (if any) or other person with whom you have an obligation of confidentiality and by signing below you affirm that you have no conflicting obligations or non-compete agreements that would prevent you from working without limitation for Wipro.

## **11. Assignment of Intellectual Property**

In connection with your enrolment and during the term of your enrolment, upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

## **12. Posting**

During the initial study period, initially you would be made familiar with Wipro, but you may if needed be re-assigned or transferred to another division, department, establishment or new location where Wipro, has its office or operation and WILP classes are running in the particular location, in India, without enhancing the scholarship amount. On placement of this nature, you will also be governed by the disciplinary rules and regulations as applicable in that unit/branch. You may also be placed in any sister company of Wipro, for practical studies.

## **13. Misconduct:**

- i. In case you are charged with any misconduct or disciplinary issue during your study period, your enrolment with WILP may be temporarily placed on suspension without payment of scholarship amount, for such period as Wipro may deem fit. If the charges against you are proved to be true, your enrolment may be immediately cancelled, without any notice or payment of scholarship in lieu of notice notwithstanding any clause of this letter of enrolment. It is clarified that this clause is without prejudice to Wipro's rights to enforce the Training Agreement duly signed by you even after cancellation of your enrolment for whatever reasons as the case may be.
- ii. Notwithstanding the condition regarding written notice of termination and without prejudice to Wipro's right to enforce the Training agreement, Wipro shall have the right to terminate your academic study without any notice or payment of scholarship in lieu thereof, if any declaration given or information furnished by you to WILP/ Wipro is found to be false or if you are found to have willfully suppressed any material information.

**Please note that at any stage, whether during your selection process or upon enrolment with the WILP, if it is brought to our notice that you have indulged in malpractices or used illegal means to clear your online assessment, Wipro shall withdraw or revoke the enrolment and cancel the same with immediate effect and we reserve our rights to take suitable action against you as we may deem fit.**

## **14. Cancellation of Enrolment:**

Notwithstanding any of the clauses of this letter of enrolment, Company reserves the right at its sole discretion to cancel this enrolment during the study period without assigning any reason, by giving one month's (30 days) notice or one month's scholarship/stipend in lieu of notice.

## **15. Study Hours:**

- i. As a Scholar Trainee – Work Integrated Learning Program, you will be called upon to undergo studies during the hours and days as may be fixed by WILP from time to time as per the University requirements.
- ii. You would be assigned to any of the locations and any project work as part of your WILP as may be decided by the Company.
- iii. The full day lecture sessions will be held at any of Wipro's other establishments/outsourced venue. You may also be called upon to attend academic study as and when required on holidays, as may be scheduled in accordance with the convenience of the organizing team of the WILP.
- iv. The university will plan contact classes in multiple format to suit the project work situations and university guidelines such as contact classes in ILT (instructor Led training) and / or VILT (virtual Instructor Led Training and Self-Directed / Recorded lecture sessions).

## 16. General:

- i. This letter of enrolment is subject to the condition that you have not provided us with any false declaration or wilfully suppressed any material information. If you have, you will be liable for cancellation of enrolment from the WILP without any prior notice.
- ii. The terms of this letter of enrolment may be specifically enforced legally, if required. In this connection, if any of the provisions of this letter are declared or found to be void or unenforceable due to any reason whatsoever, the remaining provisions of this letter shall continue in full force and effect.
- iii. These enrolment terms supersede and replace any existing agreement or understanding, if any, between Wipro and you relating to the same subject matter.
- iv. You warrant that you are not prevented by a court or by any other administrative or judicial order from enrolling under this agreement. In the event that you are not a citizen of the country of posting, you should have a valid work permit to work in the country of posting.
- v. During the period of enrolment you are required to comply with all policies of WILP and Wipro. These policies are updated / modified on a periodic basis and new policies may be introduced and notified to the Scholar Trainees from time to time. You agree to comply with all policies as modified from time to time.

## 17. On Completion/Cancellation of Academic Program:

- i. On Completion of the academic program or cancellation of your enrolment , as the case may be, you will immediately surrender to Wipro/ the Academy all specifications, formulae, documents, literature, drawings or records, etc. belonging to Wipro/ the Academy or relating to its business and shall not make or retain any copies of these items.
- ii. You are not eligible to receive testimonial certificate if you do not successfully complete the academic study in accordance with this letter of enrolment and the study scheme formulated by the Academy.
- iii. Wipro reserves the right to offer employment at its sole discretion to a Scholar trainee on successful and satisfactory completion of the academic study.

## 18. Acceptance of Enrolment Letter:

Upon accepting the above terms and conditions, you are required to return the duplicate of this letter of enrolment, duly signed by you as a token of your acceptance on the day of joining WILP program.

Please confirm that the above terms are acceptable to you and that you accept the enrolment by signing a copy of this letter of enrolment and submit the same on the date of joining.

## 19. Work Allocation:

As part of your work responsibilities, you may be assigned to work on certain projects/accounts or other assignments as may be deemed fit by the Company in its sole discretion. Refusal to accept and deliver on such assignments shall be treated as a refusal to work and may result in termination of your employment or other disciplinary action.

Yours sincerely,

For **Wipro Limited**,



**Aparna Shailen**  
**General Manager - Human Resources**

I have read, understood and agree to accept the enrolment on the terms and conditions herein.

I shall be present for the induction session on

## **ANNEXURE I**

### **CONFIRMATION ON SHARING PERSONAL INFORMATION (AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT, 2000)**

I Radheshyam Thakur, confirm that I am voluntarily sharing my Personal Information with Wipro Limited ('Wipro') being a part of WILP of Wipro for the following purposes:

- a. validating my application form and retaining records on the same for any future reference/verification;
- b. processing my application form including background verification checks;
- c. academic study related actions including record keeping, processing scholarship advance and benefits and any action required in the context of my enrolment with Wipro, being a part of WILP.

In this context, I also agree to the retention of such Personal Information by Wipro for any future reference/verification and authorize Wipro to transfer the same to a third party.

I understand that 'Personal Information' means any information, relating to me that is available with Wipro and is capable of identifying me."

## **ANNEXURE II**

I hereby confirm that I shall submit the required academic certificate including but not limited to mark sheet and Provisional or Convocation Degree Certificate within 3 months from my date of joining. I understand that my enrolment is subject to my aggregate meeting the Wipro eligibility criteria and submission of the above mentioned documents.

I hereby declare that all the particulars mentioned above are true to the best of my knowledge. In the event of my failure to submit the above mentioned documents or in case of any discrepancy, I shall be liable for termination of my enrolment with Wipro.

## **ANNEXURE – III**

### **INITIAL INDUCTION PROGRAM**

The Talent Transformation team at Wipro groom's campus selects to help them face the challenges of the corporate world.

A holistic 360 degree approach to training is adopted and helps them hone their fundamental computer skills followed by insights into Wipro businesses, process, technology and behavioural skills.

To understand and appreciate the mindset of the young Trainees and ensure that the transformation is smooth, the induction program is done by a team of dedicated professionals who have exposure to the academic and corporate sectors alike. Project Readiness Program (PRP) is a training program designed to address the basic learning needs of the Trainees.

#### **Corporate Readiness Program - CRP**

The CRP program is focused on making young Trainees comfortable in a corporate environment. This program starts with a corporate induction.

"EMERGE" a behavioural skills building training program ensures that the fresh Trainee start feeling at ease in the "corporate world". This activity based behavioural intervention informs the new entrants about the corporate work culture and business etiquette.

#### **Technology Readiness Program - TRP**

The technology training provides critical technical skills required to work on projects allocated to Trainees and prepare to face the demands of the project world. We begin doing this by familiarizing with Wipro's businesses and work environment.

The methodology of training is "Project Based Learning" (PBL) approach, the entire learning is designed around a series of projects that the recruits are expected to complete individually by learning and applying various topics required to complete the project. Starting with individual projects, the PBL approach ends with recruits working on a team project.

## **ANNEXURE – IV**

I have read and understood the terms of my enrolment letter. I agree and acknowledge that I am a Student/Scholar trainee with Wipro's WILP. I further undertake that I shall not represent to any person within Wipro or any other third

party that I am an employee of Wipro Ltd and I fully understand that such false representation shall entail severe disciplinary action including immediate cancellation of my enrolment.

### **Travel, Accommodation, Food & Other Miscellaneous Expenses**

#### **Travel**

- i. You would be entitled for Rs. 1500 from the date of appointment as a lump sum amount that will be credited with your first month stipend. You may utilize this amount towards Travel and you would not need to submit bills towards usage of this amount.
- ii. There is no provision for reimbursement/allowance towards any expenses incurred in lieu of attending training or classes at different locations in the same city.

#### **Accommodation, Food & other Miscellaneous Expenses**

- i. You would be entitled for Rs.400 per day for 8 days (total amount of Rs.3,200) from the date of joining. You may utilize this amount towards accommodation, food & other miscellaneous expenses. This would be paid as a lump sum amount that will be credited with your first month stipend and you would not need to submit bills towards usage of this amount.
- ii. If your posting location (the location where you would be based out of after training) is different from the training location (location where you undergo initial training), you would be entitled for the following:  
  
Settlement and Miscellaneous Expenses: Rs.1200 per day for 7 days (total amount of Rs. 8,400) from the date of reporting to the posting location. You may utilize this amount towards boarding, lodging, conveyance & other miscellaneous expenses.
- iii. Any location change after reporting to posting location will be treated as relocation/transfer and will be covered under the Transfer policy for Team Rainbow. For details you can refer the policy at myWipro-> My Policies -> India->My Travel>Transfer Policy-Team Rainbow.
- iv. Campus joiners would not be eligible for accommodation at the Wipro guest houses.

**Please note in the event that the employee leaves the organization within 6 months from the date of joining, all payments processed under Joining & Relocation Entitlements shall be recovered from the employee at the time of exit.**

**Skill Preferences 1 :** [DAAI -Cloud & Digital Database](#)

**Location Preferences 1 :** [Bangalore](#)

**Skill Preferences 2 :** [CEP-SAP-ABAP](#)

**Location Preferences 2 :** [Mysore](#)

**Skill Preferences 3 :** [Python App](#)

**Location Preferences 3 :** [Chennai](#)

☒ Accept ☐ Decline

☒ **Signature** [Radheshyam Thakur 25/1/2023 10:00 PM](#)

(checking the checkbox above is equivalent to a handwritten signature)

Registered Office:

**Wipro  
Limited**

**T :**+91 (80) 2844 0011

Doddakannelli

**F :**+91 (80) 2844 0054

Sarjapur  
Road

**E :**info@wipro.com

Bengaluru  
560 035

**W :**wipro.com

India

**C :**L32102KA1945PLC020800

26168298

**PAPPU SUDHEER LAKSHMAN**

Dear **PAPPU SUDHEER LAKSHMAN**

On behalf of CAI Info India Private Ltd., I would like to reconfirm our verbal offer of employment as a **"Jr. Software Engineer"** for an annual CTC of Rs. 3,00,000.00 (Rupees three lakhs thirty thousand) beginning on your anticipated start date, Monday, February 05, 2024. This will be paid to you monthly at the end of each month in increments of Rs. 25,000.00 (gross monthly CTC).

Special Clauses:

- During the period of your employment, the Company may at any time assign or transfer you to any location in the world where the Company/its clients has its establishment. In such an event, you shall be entitled to allowances in accordance with the policies of the Company.
- If you do not have an existing account with ICICI Bank, you will be required to establish one within 2 weeks of your first pay.
- You shall be considered for the next financial review in 2025.

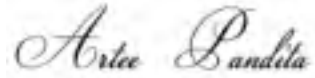
You are required to bring the following documents at the time of reporting for employment: -

- Last updated resume
- Latest passport size photograph
- A copy of Educational Certificates for all years of education and mark cards -
- Copy of passport
- Form 16

Please sign the bottom portion of this letter indicating your acceptance of this position and return the same immediately. You will be issued an appointment letter upon your acceptance of this offer letter.

Thank You and Welcome.

Yours Truly, Accepted By:



**Artee Pandita** \_\_\_\_\_  
**Director-Human Resources**

Divyasree Towers, Floor 5, Guruppanapalya  
Bannerghatta Main Road, Bangalore-560029  
[www.cai.io](http://www.cai.io) [inquire@cai.io](mailto:inquire@cai.io)

Detailed CTC Breakdown:

| Description       | Monthly              | Yearly                 |
|-------------------|----------------------|------------------------|
| Basic             | INR 13,750.00        | INR 1,65,000.00        |
| HRA               | INR 5,500.00         | INR 66,000.00          |
| Conveyance        | INR 300.00           | INR 3,600.00           |
| Medical Allowance | INR 700.00           | INR 8,400.00           |
| Statutory Bonus   | INR 2,500.00         | INR 30,000.00          |
| Provident Fund    | INR 3,300.00         | INR 39,600.00          |
| Gratuity          | INR 661.38           | INR 7,936.50           |
| Special Allowance | INR 788.63           | INR 9,463.50           |
| <b>Total</b>      | <b>INR 25,000.00</b> | <b>INR 3,00,000.00</b> |

Accepted By:

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Divyasree Towers, Floor 5, Guruppanapalya  
Bannerghatta Main Road, Bangalore-560029  
[www.cai.io](http://www.cai.io) [inquire@cai.io](mailto:inquire@cai.io)

**CAI Info India Private Limited**

080 -45340400

**PARTH DELWAR**

Dear **PARTH DELWAR**

On behalf of CAI Info India Private Ltd., I would like to reconfirm our verbal offer of employment as a **"Jr. Software Engineer"** for an annual CTC of Rs. 3,00,000.00 (Rupees three lakhs thirty thousand) beginning on your anticipated start date, Monday, February 05, 2024. This will be paid to you monthly at the end of each month in increments of Rs. 25,000.00 (gross monthly CTC).

Special Clauses:

- During the period of your employment, the Company may at any time assign or transfer you to any location in the world where the Company/its clients has its establishment. In such an event, you shall be entitled to allowances in accordance with the policies of the Company.
- If you do not have an existing account with ICICI Bank, you will be required to establish one within 2 weeks of your first pay.
- You shall be considered for the next financial review in 2025.

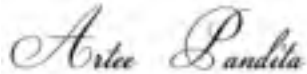
You are required to bring the following documents at the time of reporting for employment: -

- Last updated resume
- Latest passport size photograph
- A copy of Educational Certificates for all years of education and mark cards -
- Copy of passport
- Form 16

Please sign the bottom portion of this letter indicating your acceptance of this position and return the same immediately. You will be issued an appointment letter upon your acceptance of this offer letter.

Thank You and Welcome.

Yours Truly, Accepted By:



**Artee Pandita** \_\_\_\_\_  
**Director-Human Resources**

Divyasree Towers, Floor 5, Guruppanapalya  
Bannerghatta Main Road, Bangalore-560029  
[www.cai.io](http://www.cai.io) [inquire@cai.io](mailto:inquire@cai.io)



Detailed CTC Breakdown:

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| Provident Fund    | INR 3,300.00         | INR 39,600.00          |
| Gratuity          | INR 661.38           | INR 7,936.50           |
| Special Allowance | INR 788.63           | INR 9,463.50           |
| <b>Total</b>      | <b>INR 25,000.00</b> | <b>INR 3,00,000.00</b> |

Accepted By:

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Divyasree Towers, Floor 5, Guruppanapalya  
Bannerghatta Main Road, Bangalore-560029  
[www.cai.io](http://www.cai.io) [inquire@cai.io](mailto:inquire@cai.io)

**CAI Info India Private Limited**

080 -45340400



## Welcome to Wipro's Work Integrated Learning Program ("WILP")

**Work Integrated Learning Programme**  
**Wipro Limited, Dodda Kannelli**  
**Sarjapur Road, Bengaluru - 560 035.**  
**Phone: (080) 28440011/12, Fax: (080) 28440256**

Dear Pavan Kumar,

### **Sub: Enrolment letter to Wipro's Work Integrated Learning Program ("WILP") as Scholar Trainee – Work Integrated Learning Program**

Welcome to WILP!

With reference to your application, it is our pleasure to enroll you as a Scholar Trainee – Work Integrated Learning Program. This is a scholarship program customized as a robust academic and training program which will enable you to obtain M-Tech degree from one of the premier engineering institution / University in India.

The duration of the academic program shall be 48 months from the **date of enrolment to the academic program**. You will be enrolled into the academic program within 12 months from date of joining. Your date of joining will be intimated through a separate communication.

We hope you enjoy the learning with WILP and have an enriching experience being a part of Wipro Limited ("Wipro or "Company").

Please read through the terms and conditions of your enrolment as provided below.

We look forward to having a long and fruitful relationship with you at WILP, Wish you all the best!

Yours sincerely,  
For **Wipro Limited**,

**Aparna Shailen**  
**General Manager - Human Resources**

#### **Endorsement**

I accept the enrolment and the terms and conditions thereof as specified below. I shall report for undergoing study on

#### **Terms & Conditions of Scholarship**

##### **1. PROFILE:**

You have been selected to be a part of Wipro's WILP and are enrolled as a Scholar Trainee- Work Integrated Learning Program. Upon joining WILP, you will have to undergo a "Project Readiness Program" ('PRP') that prepares you to participate in projects at the Company as part of this learning program. This robust academic program will also enable you to obtain **M-Tech degree from one of the premier engineering Institution / University** upon successful completion of the course.

##### **2. DURATION:**

The duration of your academic program will be for a period of 48 months from the date of enrolment to the academic program. You will be enrolled into the academic program within 12 months from date of joining. Unless the Company extends the period of your study in writing, which is done solely at the discretion of the Company, your enrolment would automatically terminate at the end of the stated 48 months.

In case the Company extends the academic period (in writing) you will continue to be enrolled as a Scholar Trainee – Work Integrated Learning Program with WILP.

### 3. Appointment details:

We provide support to our global customers through various Company locations in India to suit customer requirements by operating 24x7. You would be operating from any of these locations and in any of the shifts, including night shift, as may be decided by the Company, keeping in mind the business needs and deliverables to customers.

### 4. Scholarship/Stipend and Benefits

During your period of enrolment, you would be entitled to a consolidated monthly scholarship.

Apart from the monthly scholarship, the Company will provide you with life & accidental insurance that would include a cover for you, the premium / cost will be taken care of by Wipro. This is a voluntary benefit offered by the Company and the details of the same are listed below.

- i. A Group Personal Accident Insurance (GPAI) coverage of **Rs.12,00,000/-**. You could also choose to get additional coverage for a nominal and highly negotiated premium. More details on the policy are available in My Policies section in myWipro, the HR portal at Wipro.
- ii. Group Life Insurance coverage of **Rs.14, 00,000/-**. This sum insured is inclusive of cover as per EDLI (Employee Deposit Linked Insurance). You can also get an extra coverage for a nominal and highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

In addition to the above, you are also eligible for medical insurance cover towards hospitalization.

You are eligible for a floater coverage of Rs.2,00,000/- per annum for family (self, spouse & children) towards hospitalization. There will be a deduction from your monthly scholarship/stipend depending on your marital/family status towards the base sum insured premium. 10% of the claim amount would need to be borne by the employee/Scholar trainee.

Base Medical insurance is to be availed by the employee as default. It is accounted for in deductions as a nominal monthly charge. Top-Up cover is voluntary and charged as applicable during renewal timelines.

If you wish to enhance the coverage, a top up cover option is also available for a highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

The below table lists down your scholarship details:

| Period      | Scholarship | ESI | Consolidated Scholarship (Rs. Per Month) |
|-------------|-------------|-----|------------------------------------------|
| First year  | 15000       | 488 | 15,488/- (*)                             |
| Second year | 17000       | 553 | 17,553/- (*)                             |
| Third year  | 19000       | 618 | 19,618/- (*)                             |
| Fourth year | 23000       | 0   | 23,000/- (*)                             |

(\*) You shall be responsible for payment of all statutory contributions, taxes, dues and levies as may be required under the relevant laws including contributions under Employees' State Insurance Corporation Act (**at 0.75% of your Scholarship**) as and when applicable to you. Such contributions, taxes, dues and levies where required, shall be deducted from your Scholarship and benefits according to applicable laws and regulations.

Your fourth-year scholarship will continue until completion of your M-Tech program. Your enrolment into the MTech academic program within 12 months from date of joining.

You shall be eligible to receive a onetime "joining bonus" of Rs.75,000 after you join Wipro along with your first month salary. All applicable taxes on the payment of this amount will be borne by you. Please note in the event you leave the organization within 12 months from the date of joining, payment processed under Joining bonus shall be recovered from the employee at the time of exit.

The enhancement of the scholarship at the end of each academic year of study will be at the discretion of the Company and subject to your satisfactory progress of study, acquisition of skills, behavior, regularity and punctuality in attendance. Your continued enrolment in the course, will be at the discretion of the Company, and is subject to satisfactory academic performance and other requirements as prescribed in the WILP portal.

In case your project performance at any stage is not found to be at par with the requirement of WILP, then you would be placed on performance improvement program (PIP). If you fail to successfully complete the PIP, the Company may at its sole discretion discontinue your enrolment in the WILP program.

#### **Book Allowance:**

A Book Allowance of Rs.1,250/- will be provided to you per semester. This allowance will be given every semester except the last semester when you will be engaged in dissertation. The allowance will be paid to you centrally along with your scholarship during the course of each semester. The allowance will be subject to tax. Book allowance is applicable and paid only when you are registered for the semester.

#### **5. Training Agreement:**

- i. This letter of enrolment is subject to the execution of a training agreement in the prescribed proforma with Wipro Limited, Sarjapur Road, Doddakannelli, Bengaluru-560035 on or before joining the program ("Training Agreement").
- ii. This Training agreement shall be for a total period of 60 Months where you will be mentored for developing your skills and knowledge. This included technical training, in various formats, both online and offline and practical experience in various projects. The Company invests on your behalf for the cost of these trainings. Should you discontinue the WILP program or your enrolment with WILP is cancelled for any reason whatsoever before the completion of 60 months from the date of joining, the training expenses of Rs.75,000/- (Rupees Seventy five thousand only) will have to be paid by you as detailed in the Training Agreement.

#### **6. PROJECT READINESS PROGRAM (PRP)**

Upon enrolment, you will have to undergo a Project Readiness Program (PRP) to prepare you to participate in projects. This is offered by Wipro's - Talent Transformation Department to all campus and off-campus selects. The broad objective of PRP is to equip you with the necessary knowledge and skills that will enable you to start working on real-life project work which is an integral part of the WILP.

#### **7. Regulations of Academic study:**

- i. You will be enrolled for M-Tech program with a renowned institution ("University") that collaborates with Wipro for WILP.
- ii. Course specialization includes but is not limited to Software Systems, Software Engineering, Information Technology, Computing Systems and Infrastructure Management, Data Analytics, IoT, Cloud, Digital & Cyber security, Embedded Systems.
- iii. Your specialization and enrolment would be decided based on prevailing business requirements and decision of the Company is final and binding.
- iv. You will not be able to change Specialization track after enrolment.
- v. Overall program duration is 4 years from date of enrolment of academic program.
- vi. As per the program structure, a WILP Scholar trainee will register and pursue 4 to 6 courses per semester over 7 semesters.
- vii. You will be required to submit a project work / dissertation in your final semester (8<sup>th</sup> semester of your program). This will enable you to advance your professional capabilities by applying concepts and techniques in projects.
- viii. Each course has multiple evaluation components. This includes an assignment component, quiz, mid-semester examination and comprehension examination. All evaluation components are mandatory for securing a pass grade in a course as prescribed by the partnering institution.

- ix. Contact classes are organized as per the handout and calendar prepared and shared by the University at the beginning of each semester. In the normal course, one session of 2 hours duration per course per contact class is organized.
- x. You will be called upon to undergo studies during the hours and days as may be fixed by the Company from time to time. Normally, the study hours would be from 9:00am to 6:00pm
- xi. The faculty will take attendance/circulate attendance sheets for every session. It is your responsibility to ensure that your attendances are recorded properly.
- xii. WILP Scholar trainees are expected to be on time for every session. Punctuality is non-negotiable and the faculty reserves the right to deny entry and attendance to late comers.
- xiii. Attending 75% of contact session is mandatory for each course to appear for examinations.
- xiv. Not attending classes for reasons like medical/on the job training /late coming/personal problems and other similar reasons would be treated as absenteeism.
- xv. Scholar trainees who fail to meet the minimum attendance criteria will not qualify for comprehension exams for any of the registered courses in that semester.
- xvi. For any reason, you are not able to meet the minimum attendance criteria or not complete the mandatory assignments / quiz / examinations in any semester, you are required to repeat the same semester as and when the next batch is organized. In such cases, rules and regulations governing academic programs at that time would be applicable. In addition, additional semesters fees are to be borne by you as prescribed by the University.
- xvii. At the end of each semester, the performance of each Scholar Trainee in a course, is specified as a letter grade which is obtained through a Relative Grading procedure
- xviii. Any Scholar trainee securing 3 or more cumulative fail grade at any point in time will be expelled from WILP Program.
- xix. The 8th semester of study is fully devoted for dissertation / project work
- xx. If a Scholar trainee's CGPA is less than 5.5, the Scholar trainee will not be permitted to register for the dissertation. He/she has to re-appear for exams and secure a CGPA of 5.5 before taking up the dissertation. Also, a Scholar trainee with an E grade in any course will not be permitted to register for the Dissertation
- xxi. Project / Dissertation work has to be carried out by each individual separately. Teamwork is not permitted.
- xxii. The dissertation has to be completed strictly as per the guidelines that are outlined by collaborating institution.
- xxiii. WILP Scholar trainees are expected to maintain decorum and discipline in line with Wipro's professional work culture and environment.
- xxiv. In cases where a Scholar trainee deviates from the expected behaviour as prescribed by the WILP and partnering institution from time to time , strict action will be taken and the decision of the WILP Team / faculty /, University would be final and binding.
- xxv. Breach of integrity will be dealt with sternly. Such Scholar trainees will be asked to discontinue their studies and also expelled from WILP program.
- xxvi. On successful completion of the study, you will be eligible to receive the M-Tech degree from the collaborating University, in recognition of your successfully completing the course.
- xxvii. All Scholar trainees of the WILP will be given testimonials at the end of the successful completion of the M-Tech degree program. The testimonial contains the timeline in the WILP and the kind of project works carried during this opportunity.

Mode of contact session, examination pattern and other academic program norms are subject to change based on the prevailing situation / University norms declared from time to time. Decision of the University would be final and binding.

## **8. Conflict of Interest:**

- i. During your enrolment period with the WILP, you will focus exclusively on the requirements of the program. In addition to your study and academic requirements, you are required to engage yourself exclusively in the work assigned by Wipro and shall not take up any independent or individual assignments (whether part time or full time, in an advisory capacity or otherwise) directly or indirectly without the express written consent of Head /

## Manager of WILP Academy

- ii. You shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any person who is involved in activities, which are or shall be in conflict with the interests of Wipro.
- iii. The Conflict of Interest Policy also refers to the need on your part, during your enrolment and for a period of one year from the cessation of your enrolment with WILP (irrespective of the circumstances of, or the reasons for, the cessation) not to solicit, induce or encourage:
  - a. Any student/scholar trainee of the WILP to abandon /withdraw their enrolment with the program or to accept enrolment and/or employment with any competitor, supplier or any customer with whom you have a connection.
  - b. Any employee of Wipro to terminate their employment with Wipro or to accept employment with any competitor, supplier or any customer with whom you have a connection.
  - c. Any customer or vendor of Wipro to move their existing business with Wipro to a third party or to terminate their business relationship with Wipro.
  - d. Any existing employee and/or student of WILP to become associated with, or perform services of any type for any third party.
- iv. In case of any conflict or doubt, please discuss the matter with Head / Manager of WILP, to understand Wipro's position on this and resolve the conflict.

## 9. Obligation and Responsibilities:

- i. During the study period you will be governed by the WILP regulations and instructions as may be modified, from time to time, in relation to conduct, discipline and other matters.
- ii. During your study as part of WILP, Company expects you to undergo study in the area in which you are placed, with a high standard of initiative and efficiency. This is critical and Company has zero tolerance towards any deviations.
- iii. You would not be allowed to seek membership of any local or public body without the written approval from the Head / Manager of WILP.
- iv. During the study period and thereafter, you would not be allowed to give out to anyone in writing or by word of mouth or otherwise, particulars or details of work - process, technical know-how, research carried out, security arrangements, or administrative and/or organizational matters of confidential or secret nature which you may come across during your academic study or become known to you by virtue of your undergoing study under WILP or otherwise.
- v. You are bound by all regulations, instructions and policies of the WILP and Wipro. These are updated / modified on a periodic basis and new policies may be introduced and notified to Scholar trainees from time to time and you will be bound to comply with the same.
- vi. In consideration of the opportunities, trainings and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by WILP/Wipro and in the course of your association with WILP. This covenant shall endure during your association and beyond the cessation of your association with WILP (irrespective of the circumstances of, or the reasons for, the cessation).
- vii. In connection with your association with Wipro as part of the WILP and during the term of your association upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business or academic session hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

During the period of academic study, if you develop or conceptualize inventions, ideas, concepts, discoveries, techniques and improvements (including without limitation computer software) solely or jointly with others in relation to the operation of the WILP / Wipro, such developments will be fully communicated to the WILP academy and will be the sole intellectual property of Wipro. You agree to cooperate in the execution of documents to facilitate the assignment of such intellectual property when required.

## 10. Confidentiality:

- i. In consideration of the opportunities, training and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by Wipro and in the course of your enrolment. This covenant shall endure during your enrolment and beyond the cessation of your enrolment with Wipro (irrespective of the circumstances of, or the reasons for, the cessation).
- ii. During your training on projects at Wipro, you will be expected not to use or disclose any confidential information, including trade secrets, of any former employer (if any) or other person with whom you have an obligation of confidentiality and by signing below you affirm that you have no conflicting obligations or non-compete agreements that would prevent you from working without limitation for Wipro.

## **11. Assignment of Intellectual Property**

In connection with your enrolment and during the term of your enrolment, upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

## **12. Posting**

During the initial study period, initially you would be made familiar with Wipro, but you may if needed be re-assigned or transferred to another division, department, establishment or new location where Wipro, has its office or operation and WILP classes are running in the particular location, in India, without enhancing the scholarship amount. On placement of this nature, you will also be governed by the disciplinary rules and regulations as applicable in that unit/branch. You may also be placed in any sister company of Wipro, for practical studies.

## **13. Misconduct:**

- i. In case you are charged with any misconduct or disciplinary issue during your study period, your enrolment with WILP may be temporarily placed on suspension without payment of scholarship amount, for such period as Wipro may deem fit. If the charges against you are proved to be true, your enrolment may be immediately cancelled, without any notice or payment of scholarship in lieu of notice notwithstanding any clause of this letter of enrolment. It is clarified that this clause is without prejudice to Wipro's rights to enforce the Training Agreement duly signed by you even after cancellation of your enrolment for whatever reasons as the case may be.
- ii. Notwithstanding the condition regarding written notice of termination and without prejudice to Wipro's right to enforce the Training agreement, Wipro shall have the right to terminate your academic study without any notice or payment of scholarship in lieu thereof, if any declaration given or information furnished by you to WILP/ Wipro is found to be false or if you are found to have willfully suppressed any material information.

**Please note that at any stage, whether during your selection process or upon enrolment with the WILP, if it is brought to our notice that you have indulged in malpractices or used illegal means to clear your online assessment, Wipro shall withdraw or revoke the enrolment and cancel the same with immediate effect and we reserve our rights to take suitable action against you as we may deem fit.**

## **14. Cancellation of Enrolment:**

Notwithstanding any of the clauses of this letter of enrolment, Company reserves the right at its sole discretion to cancel this enrolment during the study period without assigning any reason, by giving one months' (30 days) notice or one month's scholarship/stipend in lieu of notice.

## **15. Study Hours:**

- i. As a Scholar Trainee – Work Integrated Learning Program, you will be called upon to undergo studies during the hours and days as may be fixed by WILP from time to time as per the University requirements.
- ii. You would be assigned to any of the locations and any project work as part of your WILP as may be decided by the Company.
- iii. The full day lecture sessions will be held at any of Wipro's other establishments/outsourced venue. You may also be called upon to attend academic study as and when required on holidays, as may be scheduled in accordance with the convenience of the organizing team of the WILP.
- iv. The university will plan contact classes in multiple format to suit the project work situations and university guidelines such as contact classes in ILT (instructor Led training) and / or VILT (virtual Instructor Led Training and Self-Directed / Recorded lecture sessions).



## 16. General:

- i. This letter of enrolment is subject to the condition that you have not provided us with any false declaration or wilfully suppressed any material information. If you have, you will be liable for cancellation of enrolment from the WILP without any prior notice.
- ii. The terms of this letter of enrolment may be specifically enforced legally, if required. In this connection, if any of the provisions of this letter are declared or found to be void or unenforceable due to any reason whatsoever, the remaining provisions of this letter shall continue in full force and effect.
- iii. These enrolment terms supersede and replace any existing agreement or understanding, if any, between Wipro and you relating to the same subject matter.
- iv. You warrant that you are not prevented by a court or by any other administrative or judicial order from enrolling under this agreement. In the event that you are not a citizen of the country of posting, you should have a valid work permit to work in the country of posting.
- v. During the period of enrolment you are required to comply with all policies of WILP and Wipro. These policies are updated / modified on a periodic basis and new policies may be introduced and notified to the Scholar Trainees from time to time. You agree to comply with all policies as modified from time to time.

## 17. On Completion/Cancellation of Academic Program:

- i. On Completion of the academic program or cancellation of your enrolment , as the case may be, you will immediately surrender to Wipro/ the Academy all specifications, formulae, documents, literature, drawings or records, etc. belonging to Wipro/ the Academy or relating to its business and shall not make or retain any copies of these items.
- ii. You are not eligible to receive testimonial certificate if you do not successfully complete the academic study in accordance with this letter of enrolment and the study scheme formulated by the Academy.
- iii. Wipro reserves the right to offer employment at its sole discretion to a Scholar trainee on successful and satisfactory completion of the academic study.

## 18. Acceptance of Enrolment Letter:

Upon accepting the above terms and conditions, you are required to return the duplicate of this letter of enrolment, duly signed by you as a token of your acceptance on the day of joining WILP program.

Please confirm that the above terms are acceptable to you and that you accept the enrolment by signing a copy of this letter of enrolment and submit the same on the date of joining.

## 19. Work Allocation:

As part of your work responsibilities, you may be assigned to work on certain projects/accounts or other assignments as may be deemed fit by the Company in its sole discretion. Refusal to accept and deliver on such assignments shall be treated as a refusal to work and may result in termination of your employment or other disciplinary action.

Yours sincerely,

For **Wipro Limited**,



**Aparna Shailen**  
**General Manager - Human Resources**

I have read, understood and agree to accept the enrolment on the terms and conditions herein.

I shall be present for the induction session on

## **ANNEXURE I**

### **CONFIRMATION ON SHARING PERSONAL INFORMATION (AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT, 2000)**

I Radheshyam Thakur, confirm that I am voluntarily sharing my Personal Information with Wipro Limited ('Wipro') being a part of WILP of Wipro for the following purposes:

- a. validating my application form and retaining records on the same for any future reference/verification;
- b. processing my application form including background verification checks;
- c. academic study related actions including record keeping, processing scholarship advance and benefits and any action required in the context of my enrolment with Wipro, being a part of WILP.

In this context, I also agree to the retention of such Personal Information by Wipro for any future reference/verification and authorize Wipro to transfer the same to a third party.

I understand that 'Personal Information' means any information, relating to me that is available with Wipro and is capable of identifying me."

## **ANNEXURE II**

I hereby confirm that I shall submit the required academic certificate including but not limited to mark sheet and Provisional or Convocation Degree Certificate within 3 months from my date of joining. I understand that my enrolment is subject to my aggregate meeting the Wipro eligibility criteria and submission of the above mentioned documents.

I hereby declare that all the particulars mentioned above are true to the best of my knowledge. In the event of my failure to submit the above mentioned documents or in case of any discrepancy, I shall be liable for termination of my enrolment with Wipro.

## **ANNEXURE – III**

### **INITIAL INDUCTION PROGRAM**

The Talent Transformation team at Wipro groom's campus selects to help them face the challenges of the corporate world.

A holistic 360 degree approach to training is adopted and helps them hone their fundamental computer skills followed by insights into Wipro businesses, process, technology and behavioural skills.

To understand and appreciate the mindset of the young Trainees and ensure that the transformation is smooth, the induction program is done by a team of dedicated professionals who have exposure to the academic and corporate sectors alike. Project Readiness Program (PRP) is a training program designed to address the basic learning needs of the Trainees.

#### **Corporate Readiness Program - CRP**

The CRP program is focused on making young Trainees comfortable in a corporate environment. This program starts with a corporate induction.

"EMERGE" a behavioural skills building training program ensures that the fresh Trainee start feeling at ease in the "corporate world". This activity based behavioural intervention informs the new entrants about the corporate work culture and business etiquette.

#### **Technology Readiness Program - TRP**

The technology training provides critical technical skills required to work on projects allocated to Trainees and prepare to face the demands of the project world. We begin doing this by familiarizing with Wipro's businesses and work environment.

The methodology of training is "Project Based Learning" (PBL) approach, the entire learning is designed around a series of projects that the recruits are expected to complete individually by learning and applying various topics required to complete the project. Starting with individual projects, the PBL approach ends with recruits working on a team project.

## **ANNEXURE – IV**

I have read and understood the terms of my enrolment letter. I agree and acknowledge that I am a Student/Scholar trainee with Wipro's WILP. I further undertake that I shall not represent to any person within Wipro or any other third

party that I am an employee of Wipro Ltd and I fully understand that such false representation shall entail severe disciplinary action including immediate cancellation of my enrolment.

### **Travel, Accommodation, Food & Other Miscellaneous Expenses**

#### **Travel**

- i. You would be entitled for Rs. 1500 from the date of appointment as a lump sum amount that will be credited with your first month stipend. You may utilize this amount towards Travel and you would not need to submit bills towards usage of this amount.
- ii. There is no provision for reimbursement/allowance towards any expenses incurred in lieu of attending training or classes at different locations in the same city.

#### **Accommodation, Food & other Miscellaneous Expenses**

- i. You would be entitled for Rs.400 per day for 8 days (total amount of Rs.3,200) from the date of joining. You may utilize this amount towards accommodation, food & other miscellaneous expenses. This would be paid as a lump sum amount that will be credited with your first month stipend and you would not need to submit bills towards usage of this amount.
- ii. If your posting location (the location where you would be based out of after training) is different from the training location (location where you undergo initial training), you would be entitled for the following:  
  
Settlement and Miscellaneous Expenses: Rs.1200 per day for 7 days (total amount of Rs. 8,400) from the date of reporting to the posting location. You may utilize this amount towards boarding, lodging, conveyance & other miscellaneous expenses.
- iii. Any location change after reporting to posting location will be treated as relocation/transfer and will be covered under the Transfer policy for Team Rainbow. For details you can refer the policy at myWipro-> My Policies -> India->My Travel>Transfer Policy-Team Rainbow.
- iv. Campus joiners would not be eligible for accommodation at the Wipro guest houses.

**Please note in the event that the employee leaves the organization within 6 months from the date of joining, all payments processed under Joining & Relocation Entitlements shall be recovered from the employee at the time of exit.**

**Skill Preferences 1 :** [DAAI -Cloud & Digital Database](#)

**Location Preferences 1 :** [Bangalore](#)

**Skill Preferences 2 :** [CEP-SAP-ABAP](#)

**Location Preferences 2 :** [Mysore](#)

**Skill Preferences 3 :** [Python App](#)

**Location Preferences 3 :** [Chennai](#)

☒ Accept ☐ Decline

☒ **Signature** [Radheshyam Thakur 25/1/2023 10:00 PM](#)

(checking the checkbox above is equivalent to a handwritten signature)

Registered Office:

**Wipro  
Limited**

**T :**+91 (80) 2844 0011

Doddakannelli

**F :**+91 (80) 2844 0054

Sarjapur  
Road

**E :**info@wipro.com

Bengaluru  
560 035

**W :**wipro.com

India

**C :**L32102KA1945PLC020800

26168298



## Welcome to Wipro's Work Integrated Learning Program ("WILP")

**Work Integrated Learning Programme**  
**Wipro Limited, Dodda Kannelli**  
**Sarjapur Road, Bengaluru - 560 035.**  
**Phone: (080) 28440011/12, Fax: (080) 28440256**

Dear PIDUGU PAUL PRANAY ZENITH,

### **Sub: Enrolment letter to Wipro's Work Integrated Learning Program ("WILP") as Scholar Trainee – Work Integrated Learning Program**

Welcome to WILP!

With reference to your application, it is our pleasure to enroll you as a Scholar Trainee – Work Integrated Learning Program. This is a scholarship program customized as a robust academic and training program which will enable you to obtain M-Tech degree from one of the premier engineering institution / University in India.

The duration of the academic program shall be 48 months from the **date of enrolment to the academic program**. You will be enrolled into the academic program within 12 months from date of joining. Your date of joining will be intimated through a separate communication.

We hope you enjoy the learning with WILP and have an enriching experience being a part of Wipro Limited ("Wipro or "Company").

Please read through the terms and conditions of your enrolment as provided below.

We look forward to having a long and fruitful relationship with you at WILP, Wish you all the best!

Yours sincerely,  
For **Wipro Limited**,

**Aparna Shailen**  
**General Manager - Human Resources**

#### **Endorsement**

I accept the enrolment and the terms and conditions thereof as specified below. I shall report for undergoing study on

#### **Terms & Conditions of Scholarship**

##### **1. PROFILE:**

You have been selected to be a part of Wipro's WILP and are enrolled as a Scholar Trainee- Work Integrated Learning Program. Upon joining WILP, you will have to undergo a "Project Readiness Program" ('PRP') that prepares you to participate in projects at the Company as part of this learning program. This robust academic program will also enable you to obtain **M-Tech degree from one of the premier engineering Institution / University** upon successful completion of the course.

##### **2. DURATION:**

The duration of your academic program will be for a period of 48 months from the date of enrolment to the academic program. You will be enrolled into the academic program within 12 months from date of joining. Unless the Company extends the period of your study in writing, which is done solely at the discretion of the Company, your enrolment would automatically terminate at the end of the stated 48 months.

In case the Company extends the academic period (in writing) you will continue to be enrolled as a Scholar Trainee – Work Integrated Learning Program with WILP.

### 3. Appointment details:

We provide support to our global customers through various Company locations in India to suit customer requirements by operating 24x7. You would be operating from any of these locations and in any of the shifts, including night shift, as may be decided by the Company, keeping in mind the business needs and deliverables to customers.

### 4. Scholarship/Stipend and Benefits

During your period of enrolment, you would be entitled to a consolidated monthly scholarship.

Apart from the monthly scholarship, the Company will provide you with life & accidental insurance that would include a cover for you, the premium / cost will be taken care of by Wipro. This is a voluntary benefit offered by the Company and the details of the same are listed below.

- i. A Group Personal Accident Insurance (GPAI) coverage of **Rs.12,00,000/-**. You could also choose to get additional coverage for a nominal and highly negotiated premium. More details on the policy are available in My Policies section in myWipro, the HR portal at Wipro.
- ii. Group Life Insurance coverage of **Rs.14, 00,000/-**. This sum insured is inclusive of cover as per EDLI (Employee Deposit Linked Insurance). You can also get an extra coverage for a nominal and highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

In addition to the above, you are also eligible for medical insurance cover towards hospitalization.

You are eligible for a floater coverage of Rs.2,00,000/- per annum for family (self, spouse & children) towards hospitalization. There will be a deduction from your monthly scholarship/stipend depending on your marital/family status towards the base sum insured premium. 10% of the claim amount would need to be borne by the employee/Scholar trainee.

Base Medical insurance is to be availed by the employee as default. It is accounted for in deductions as a nominal monthly charge. Top-Up cover is voluntary and charged as applicable during renewal timelines.

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(\*) You shall be responsible for payment of all statutory contributions, taxes, dues and levies as may be required under the relevant laws including contributions under Employees' State Insurance Corporation Act (**at 0.75% of your Scholarship**) as and when applicable to you. Such contributions, taxes, dues and levies where required, shall be deducted from your Scholarship and benefits according to applicable laws and regulations.

Your fourth-year scholarship will continue until completion of your M-Tech program. Your enrolment into the MTech academic program within 12 months from date of joining.

You shall be eligible to receive a onetime "joining bonus" of Rs.75,000 after you join Wipro along with your first month salary. All applicable taxes on the payment of this amount will be borne by you. Please note in the event you leave the organization within 12 months from the date of joining, payment processed under Joining bonus shall be recovered from the employee at the time of exit.

The enhancement of the scholarship at the end of each academic year of study will be at the discretion of the Company and subject to your satisfactory progress of study, acquisition of skills, behavior, regularity and punctuality in attendance. Your continued enrolment in the course, will be at the discretion of the Company, and is subject to satisfactory academic performance and other requirements as prescribed in the WILP portal.

In case your project performance at any stage is not found to be at par with the requirement of WILP, then you would be placed on performance improvement program (PIP). If you fail to successfully complete the PIP, the Company may at its sole discretion discontinue your enrolment in the WILP program.

#### **Book Allowance:**

A Book Allowance of Rs.1,250/- will be provided to you per semester. This allowance will be given every semester except the last semester when you will be engaged in dissertation. The allowance will be paid to you centrally along with your scholarship during the course of each semester. The allowance will be subject to tax. Book allowance is applicable and paid only when you are registered for the semester.

#### **5. Training Agreement:**

- i. This letter of enrolment is subject to the execution of a training agreement in the prescribed proforma with Wipro Limited, Sarjapur Road, Doddakannelli, Bengaluru-560035 on or before joining the program ("Training Agreement").
- ii. This Training agreement shall be for a total period of 60 Months where you will be mentored for developing your skills and knowledge. This included technical training, in various formats, both online and offline and practical experience in various projects. The Company invests on your behalf for the cost of these trainings. Should you discontinue the WILP program or your enrolment with WILP is cancelled for any reason whatsoever before the completion of 60 months from the date of joining, the training expenses of Rs.75,000/-(Rupees Seventy five thousand only) will have to be paid by you as detailed in the Training Agreement.

#### **6. PROJECT READINESS PROGRAM (PRP)**

Upon enrolment, you will have to undergo a Project Readiness Program (PRP) to prepare you to participate in projects. This is offered by Wipro's - Talent Transformation Department to all campus and off-campus selects. The broad objective of PRP is to equip you with the necessary knowledge and skills that will enable you to start working on real-life project work which is an integral part of the WILP.

#### **7. Regulations of Academic study:**

- i. You will be enrolled for M-Tech program with a renowned institution ("University") that collaborates with Wipro for WILP.
- ii. Course specialization includes but is not limited to Software Systems, Software Engineering, Information Technology, Computing Systems and Infrastructure Management, Data Analytics, IoT, Cloud, Digital & Cyber security, Embedded Systems.
- iii. Your specialization and enrolment would be decided based on prevailing business requirements and decision of the Company is final and binding.
- iv. You will not be able to change Specialization track after enrolment.
- v. Overall program duration is 4 years from date of enrolment of academic program.
- vi. As per the program structure, a WILP Scholar trainee will register and pursue 4 to 6 courses per semester over 7 semesters.
- vii. You will be required to submit a project work / dissertation in your final semester (8<sup>th</sup> semester of your program). This will enable you to advance your professional capabilities by applying concepts and techniques in projects.
- viii. Each course has multiple evaluation components. This includes an assignment component, quiz, mid-semester examination and comprehension examination. All evaluation components are mandatory for securing a pass grade in a course as prescribed by the partnering institution.

- ix. Contact classes are organized as per the handout and calendar prepared and shared by the University at the beginning of each semester. In the normal course, one session of 2 hours duration per course per contact class is organized.
- x. You will be called upon to undergo studies during the hours and days as may be fixed by the Company from time to time. Normally, the study hours would be from 9:00am to 6:00pm
- xi. The faculty will take attendance/circulate attendance sheets for every session. It is your responsibility to ensure that your attendances are recorded properly.
- xii. WILP Scholar trainees are expected to be on time for every session. Punctuality is non-negotiable and the faculty reserves the right to deny entry and attendance to late comers.
- xiii. Attending 75% of contact session is mandatory for each course to appear for examinations.
- xiv. Not attending classes for reasons like medical/on the job training /late coming/personal problems and other similar reasons would be treated as absenteeism.
- xv. Scholar trainees who fail to meet the minimum attendance criteria will not qualify for comprehension exams for any of the registered courses in that semester.
- xvi. For any reason, you are not able to meet the minimum attendance criteria or not complete the mandatory assignments / quiz / examinations in any semester, you are required to repeat the same semester as and when the next batch is organized. In such cases, rules and regulations governing academic programs at that time would be applicable. In addition, additional semesters fees are to be borne by you as prescribed by the University.
- xvii. At the end of each semester, the performance of each Scholar Trainee in a course, is specified as a letter grade which is obtained through a Relative Grading procedure
- xviii. Any Scholar trainee securing 3 or more cumulative fail grade at any point in time will be expelled from WILP Program.
- xix. The 8th semester of study is fully devoted for dissertation / project work
- xx. If a Scholar trainee's CGPA is less than 5.5, the Scholar trainee will not be permitted to register for the dissertation. He/she has to re-appear for exams and secure a CGPA of 5.5 before taking up the dissertation. Also, a Scholar trainee with an E grade in any course will not be permitted to register for the Dissertation
- xxi. Project / Dissertation work has to be carried out by each individual separately. Teamwork is not permitted.
- xxii. The dissertation has to be completed strictly as per the guidelines that are outlined by collaborating institution.
- xxiii. WILP Scholar trainees are expected to maintain decorum and discipline in line with Wipro's professional work culture and environment.
- xxiv. In cases where a Scholar trainee deviates from the expected behaviour as prescribed by the WILP and partnering institution from time to time , strict action will be taken and the decision of the WILP Team / faculty /, University would be final and binding.
- xxv. Breach of integrity will be dealt with sternly. Such Scholar trainees will be asked to discontinue their studies and also expelled from WILP program.
- xxvi. On successful completion of the study, you will be eligible to receive the M-Tech degree from the collaborating University, in recognition of your successfully completing the course.
- xxvii. All Scholar trainees of the WILP will be given testimonials at the end of the successful completion of the M-Tech degree program. The testimonial contains the timeline in the WILP and the kind of project works carried during this opportunity.

Mode of contact session, examination pattern and other academic program norms are subject to change based on the prevailing situation / University norms declared from time to time. Decision of the University would be final and binding.

## **8. Conflict of Interest:**

- i. During your enrolment period with the WILP, you will focus exclusively on the requirements of the program. In addition to your study and academic requirements, you are required to engage yourself exclusively in the work assigned by Wipro and shall not take up any independent or individual assignments (whether part time or full time, in an advisory capacity or otherwise) directly or indirectly without the express written consent of Head /

## Manager of WILP Academy

- ii. You shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any person who is involved in activities, which are or shall be in conflict with the interests of Wipro.
- iii. The Conflict of Interest Policy also refers to the need on your part, during your enrolment and for a period of one year from the cessation of your enrolment with WILP (irrespective of the circumstances of, or the reasons for, the cessation) not to solicit, induce or encourage:
  - a. Any student/scholar trainee of the WILP to abandon /withdraw their enrolment with the program or to accept enrolment and/or employment with any competitor, supplier or any customer with whom you have a connection.
  - b. Any employee of Wipro to terminate their employment with Wipro or to accept employment with any competitor, supplier or any customer with whom you have a connection.
  - c. Any customer or vendor of Wipro to move their existing business with Wipro to a third party or to terminate their business relationship with Wipro.
  - d. Any existing employee and/or student of WILP to become associated with, or perform services of any type for any third party.
- iv. In case of any conflict or doubt, please discuss the matter with Head / Manager of WILP, to understand Wipro's position on this and resolve the conflict.

## 9. Obligation and Responsibilities:

- i. During the study period you will be governed by the WILP regulations and instructions as may be modified, from time to time, in relation to conduct, discipline and other matters.
- ii. During your study as part of WILP, Company expects you to undergo study in the area in which you are placed, with a high standard of initiative and efficiency. This is critical and Company has zero tolerance towards any deviations.
- iii. You would not be allowed to seek membership of any local or public body without the written approval from the Head / Manager of WILP.
- iv. During the study period and thereafter, you would not be allowed to give out to anyone in writing or by word of mouth or otherwise, particulars or details of work - process, technical know-how, research carried out, security arrangements, or administrative and/or organizational matters of confidential or secret nature which you may come across during your academic study or become known to you by virtue of your undergoing study under WILP or otherwise.
- v. You are bound by all regulations, instructions and policies of the WILP and Wipro. These are updated / modified on a periodic basis and new policies may be introduced and notified to Scholar trainees from time to time and you will be bound to comply with the same.
- vi. In consideration of the opportunities, trainings and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by WILP/Wipro and in the course of your association with WILP. This covenant shall endure during your association and beyond the cessation of your association with WILP (irrespective of the circumstances of, or the reasons for, the cessation).
- vii. In connection with your association with Wipro as part of the WILP and during the term of your association upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business or academic session hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

During the period of academic study, if you develop or conceptualize inventions, ideas, concepts, discoveries, techniques and improvements (including without limitation computer software) solely or jointly with others in relation to the operation of the WILP / Wipro, such developments will be fully communicated to the WILP academy and will be the sole intellectual property of Wipro. You agree to cooperate in the execution of documents to facilitate the assignment of such intellectual property when required.

## 10. Confidentiality:



- i. In consideration of the opportunities, training and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by Wipro and in the course of your enrolment. This covenant shall endure during your enrolment and beyond the cessation of your enrolment with Wipro (irrespective of the circumstances of, or the reasons for, the cessation).
- ii. During your training on projects at Wipro, you will be expected not to use or disclose any confidential information, including trade secrets, of any former employer (if any) or other person with whom you have an obligation of confidentiality and by signing below you affirm that you have no conflicting obligations or non-compete agreements that would prevent you from working without limitation for Wipro.

## **11. Assignment of Intellectual Property**

In connection with your enrolment and during the term of your enrolment, upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

## **12. Posting**

During the initial study period, initially you would be made familiar with Wipro, but you may if needed be re-assigned or transferred to another division, department, establishment or new location where Wipro, has its office or operation and WILP classes are running in the particular location, in India, without enhancing the scholarship amount. On placement of this nature, you will also be governed by the disciplinary rules and regulations as applicable in that unit/branch. You may also be placed in any sister company of Wipro, for practical studies.

## **13. Misconduct:**

- i. In case you are charged with any misconduct or disciplinary issue during your study period, your enrolment with WILP may be temporarily placed on suspension without payment of scholarship amount, for such period as Wipro may deem fit. If the charges against you are proved to be true, your enrolment may be immediately cancelled, without any notice or payment of scholarship in lieu of notice notwithstanding any clause of this letter of enrolment. It is clarified that this clause is without prejudice to Wipro's rights to enforce the Training Agreement duly signed by you even after cancellation of your enrolment for whatever reasons as the case may be.
- ii. Notwithstanding the condition regarding written notice of termination and without prejudice to Wipro's right to enforce the Training agreement, Wipro shall have the right to terminate your academic study without any notice or payment of scholarship in lieu thereof, if any declaration given or information furnished by you to WILP/ Wipro is found to be false or if you are found to have willfully suppressed any material information.

**Please note that at any stage, whether during your selection process or upon enrolment with the WILP, if it is brought to our notice that you have indulged in malpractices or used illegal means to clear your online assessment, Wipro shall withdraw or revoke the enrolment and cancel the same with immediate effect and we reserve our rights to take suitable action against you as we may deem fit.**

## **14. Cancellation of Enrolment:**

Notwithstanding any of the clauses of this letter of enrolment, Company reserves the right at its sole discretion to cancel this enrolment during the study period without assigning any reason, by giving one month's (30 days) notice or one month's scholarship/stipend in lieu of notice.

## **15. Study Hours:**

- i. As a Scholar Trainee – Work Integrated Learning Program, you will be called upon to undergo studies during the hours and days as may be fixed by WILP from time to time as per the University requirements.
- ii. You would be assigned to any of the locations and any project work as part of your WILP as may be decided by the Company.
- iii. The full day lecture sessions will be held at any of Wipro's other establishments/outsourced venue. You may also be called upon to attend academic study as and when required on holidays, as may be scheduled in accordance with the convenience of the organizing team of the WILP.
- iv. The university will plan contact classes in multiple format to suit the project work situations and university guidelines such as contact classes in ILT (instructor Led training) and / or VILT (virtual Instructor Led Training and Self-Directed / Recorded lecture sessions).

## 16. General:

- i. This letter of enrolment is subject to the condition that you have not provided us with any false declaration or wilfully suppressed any material information. If you have, you will be liable for cancellation of enrolment from the WILP without any prior notice.
- ii. The terms of this letter of enrolment may be specifically enforced legally, if required. In this connection, if any of the provisions of this letter are declared or found to be void or unenforceable due to any reason whatsoever, the remaining provisions of this letter shall continue in full force and effect.
- iii. These enrolment terms supersede and replace any existing agreement or understanding, if any, between Wipro and you relating to the same subject matter.
- iv. You warrant that you are not prevented by a court or by any other administrative or judicial order from enrolling under this agreement. In the event that you are not a citizen of the country of posting, you should have a valid work permit to work in the country of posting.
- v. During the period of enrolment you are required to comply with all policies of WILP and Wipro. These policies are updated / modified on a periodic basis and new policies may be introduced and notified to the Scholar Trainees from time to time. You agree to comply with all policies as modified from time to time.

## 17. On Completion/Cancellation of Academic Program:

- i. On Completion of the academic program or cancellation of your enrolment , as the case may be, you will immediately surrender to Wipro/ the Academy all specifications, formulae, documents, literature, drawings or records, etc. belonging to Wipro/ the Academy or relating to its business and shall not make or retain any copies of these items.
- ii. You are not eligible to receive testimonial certificate if you do not successfully complete the academic study in accordance with this letter of enrolment and the study scheme formulated by the Academy.
- iii. Wipro reserves the right to offer employment at its sole discretion to a Scholar trainee on successful and satisfactory completion of the academic study.

## 18. Acceptance of Enrolment Letter:

Upon accepting the above terms and conditions, you are required to return the duplicate of this letter of enrolment, duly signed by you as a token of your acceptance on the day of joining WILP program.

Please confirm that the above terms are acceptable to you and that you accept the enrolment by signing a copy of this letter of enrolment and submit the same on the date of joining.

## 19. Work Allocation:

As part of your work responsibilities, you may be assigned to work on certain projects/accounts or other assignments as may be deemed fit by the Company in its sole discretion. Refusal to accept and deliver on such assignments shall be treated as a refusal to work and may result in termination of your employment or other disciplinary action.

Yours sincerely,

For **Wipro Limited**,



**Aparna Shailen**  
**General Manager - Human Resources**

I have read, understood and agree to accept the enrolment on the terms and conditions herein.

I shall be present for the induction session on

## **ANNEXURE I**

### **CONFIRMATION ON SHARING PERSONAL INFORMATION (AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT, 2000)**

I Radheshyam Thakur, confirm that I am voluntarily sharing my Personal Information with Wipro Limited ('Wipro') being a part of WILP of Wipro for the following purposes:

- a. validating my application form and retaining records on the same for any future reference/verification;
- b. processing my application form including background verification checks;
- c. academic study related actions including record keeping, processing scholarship advance and benefits and any action required in the context of my enrolment with Wipro, being a part of WILP.

In this context, I also agree to the retention of such Personal Information by Wipro for any future reference/verification and authorize Wipro to transfer the same to a third party.

I understand that 'Personal Information' means any information, relating to me that is available with Wipro and is capable of identifying me."

## **ANNEXURE II**

I hereby confirm that I shall submit the required academic certificate including but not limited to mark sheet and Provisional or Convocation Degree Certificate within 3 months from my date of joining. I understand that my enrolment is subject to my aggregate meeting the Wipro eligibility criteria and submission of the above mentioned documents.

I hereby declare that all the particulars mentioned above are true to the best of my knowledge. In the event of my failure to submit the above mentioned documents or in case of any discrepancy, I shall be liable for termination of my enrolment with Wipro.

## **ANNEXURE – III**

### **INITIAL INDUCTION PROGRAM**

The Talent Transformation team at Wipro groom's campus selects to help them face the challenges of the corporate world.

A holistic 360 degree approach to training is adopted and helps them hone their fundamental computer skills followed by insights into Wipro businesses, process, technology and behavioural skills.

To understand and appreciate the mindset of the young Trainees and ensure that the transformation is smooth, the induction program is done by a team of dedicated professionals who have exposure to the academic and corporate sectors alike. Project Readiness Program (PRP) is a training program designed to address the basic learning needs of the Trainees.

#### **Corporate Readiness Program - CRP**

The CRP program is focused on making young Trainees comfortable in a corporate environment. This program starts with a corporate induction.

"EMERGE" a behavioural skills building training program ensures that the fresh Trainee start feeling at ease in the "corporate world". This activity based behavioural intervention informs the new entrants about the corporate work culture and business etiquette.

#### **Technology Readiness Program - TRP**

The technology training provides critical technical skills required to work on projects allocated to Trainees and prepare to face the demands of the project world. We begin doing this by familiarizing with Wipro's businesses and work environment.

The methodology of training is "Project Based Learning" (PBL) approach, the entire learning is designed around a series of projects that the recruits are expected to complete individually by learning and applying various topics required to complete the project. Starting with individual projects, the PBL approach ends with recruits working on a team project.

## **ANNEXURE – IV**

I have read and understood the terms of my enrolment letter. I agree and acknowledge that I am a Student/Scholar trainee with Wipro's WILP. I further undertake that I shall not represent to any person within Wipro or any other third

party that I am an employee of Wipro Ltd and I fully understand that such false representation shall entail severe disciplinary action including immediate cancellation of my enrolment.

### **Travel, Accommodation, Food & Other Miscellaneous Expenses**

#### **Travel**

- i. You would be entitled for Rs. 1500 from the date of appointment as a lump sum amount that will be credited with your first month stipend. You may utilize this amount towards Travel and you would not need to submit bills towards usage of this amount.
- ii. There is no provision for reimbursement/allowance towards any expenses incurred in lieu of attending training or classes at different locations in the same city.

#### **Accommodation, Food & other Miscellaneous Expenses**

- i. You would be entitled for Rs.400 per day for 8 days (total amount of Rs.3,200) from the date of joining. You may utilize this amount towards accommodation, food & other miscellaneous expenses. This would be paid as a lump sum amount that will be credited with your first month stipend and you would not need to submit bills towards usage of this amount.
- ii. If your posting location (the location where you would be based out of after training) is different from the training location (location where you undergo initial training), you would be entitled for the following:  
  
Settlement and Miscellaneous Expenses: Rs.1200 per day for 7 days (total amount of Rs. 8,400) from the date of reporting to the posting location. You may utilize this amount towards boarding, lodging, conveyance & other miscellaneous expenses.
- iii. Any location change after reporting to posting location will be treated as relocation/transfer and will be covered under the Transfer policy for Team Rainbow. For details you can refer the policy at myWipro-> My Policies -> India->My Travel>Transfer Policy-Team Rainbow.
- iv. Campus joiners would not be eligible for accommodation at the Wipro guest houses.

**Please note in the event that the employee leaves the organization within 6 months from the date of joining, all payments processed under Joining & Relocation Entitlements shall be recovered from the employee at the time of exit.**

**Skill Preferences 1 :** [DAAI -Cloud & Digital Database](#)

**Location Preferences 1 :** [Bangalore](#)

**Skill Preferences 2 :** [CEP-SAP-ABAP](#)

**Location Preferences 2 :** [Mysore](#)

**Skill Preferences 3 :** [Python App](#)

**Location Preferences 3 :** [Chennai](#)

☒ Accept ☐ Decline

☒ **Signature** [Radheshyam Thakur 25/1/2023 10:00 PM](#)

(checking the checkbox above is equivalent to a handwritten signature)

Registered Office:

**Wipro  
Limited**

**T** :+91 (80) 2844 0011

Doddakannelli

**F** :+91 (80) 2844 0054

Sarjapur  
Road

**E** :info@wipro.com

Bengaluru  
560 035

**W** :wipro.com

India

**C** :L32102KA1945PLC020800

26168298

**POLI RAJ KUMAR**

Dear **POLI RAJ KUMAR**

On behalf of CAI Info India Private Ltd., I would like to reconfirm our verbal offer of employment as a "**Jr. Software Engineer**" for an annual CTC of Rs. 3,00,000.00 (Rupees three lakhs thirty thousand) beginning on your anticipated start date, Monday, February 05, 2024. This will be paid to you monthly at the end of each month in increments of Rs. 25,000.00 (gross monthly CTC).

Special Clauses:

- During the period of your employment, the Company may at any time assign or transfer you to any location in the world where the Company/its clients has its establishment. In such an event, you shall be entitled to allowances in accordance with the policies of the Company.
- If you do not have an existing account with ICICI Bank, you will be required to establish one within 2 weeks of your first pay.
- You shall be considered for the next financial review in 2025.

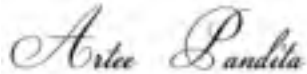
You are required to bring the following documents at the time of reporting for employment: -

- Last updated resume
- Latest passport size photograph
- A copy of Educational Certificates for all years of education and mark cards -
- Copy of passport
- Form 16

Please sign the bottom portion of this letter indicating your acceptance of this position and return the same immediately. You will be issued an appointment letter upon your acceptance of this offer letter.

Thank You and Welcome.

Yours Truly, Accepted By:



**Artee Pandita** \_\_\_\_\_  
**Director-Human Resources**

Divyasree Towers, Floor 5, Guruppanapalya  
Bannerghatta Main Road, Bangalore-560029  
[www.cai.io](http://www.cai.io) [inquire@cai.io](mailto:inquire@cai.io)

Detailed CTC Breakdown:

| Description       | Monthly              | Yearly                 |
|-------------------|----------------------|------------------------|
| Basic             | INR 13,750.00        | INR 1,65,000.00        |
| HRA               | INR 5,500.00         | INR 66,000.00          |
| Conveyance        | INR 300.00           | INR 3,600.00           |
| Medical Allowance | INR 700.00           | INR 8,400.00           |
| Statutory Bonus   | INR 2,500.00         | INR 30,000.00          |
| Provident Fund    | INR 3,300.00         | INR 39,600.00          |
| Gratuity          | INR 661.38           | INR 7,936.50           |
| Special Allowance | INR 788.63           | INR 9,463.50           |
| <b>Total</b>      | <b>INR 25,000.00</b> | <b>INR 3,00,000.00</b> |

Accepted By:

---

Divyasree Towers, Floor 5, Guruppanapalya  
Bannerghatta Main Road, Bangalore-560029  
[www.cai.io](http://www.cai.io) [inquire@cai.io](mailto:inquire@cai.io)

**CAI Info India Private Limited**

080 -45340400



**Offer: Computer Consultancy**

**Ref: TCSL/DT20228278626/Bangalore**

**Date: 8/9/2022**

Dear Poojitha S

**Sub: Letter of Offer**

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade **Y**. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be **375000/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year. Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &





Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

## **COMPENSATION AND BENEFITS**

### **BASIC SALARY**

You will be eligible for a basic salary of `14,784/- per month.

### **BOUQUET OF BENEFITS (BoB)**

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

#### **1. House Rent Allowance (HRA)**

Your HRA will be `5,914/- per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

#### **2. Leave Travel Allowance**

You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

#### **3. Food Card**

You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias. As per the Pre-Defined structure you will be eligible for a Food Card with an amount of `500/- being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.



## **PERFORMANCE PAY**

### **Monthly Performance Pay**

You will receive a monthly performance pay of `1,700/-. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

### **Quarterly Variable Allowance**

Your variable allowance will be `600/- per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

## **CITY ALLOWANCE**

You will be eligible for a City Allowance of `200/- per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

## **XPLORE/ LEARNING INCENTIVES**

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

## **OTHER BENEFITS**

### **Health Insurance Scheme**

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:



## **1. Basic Cover**

i. Entitlement - Includes domiciliary expenses up to `6,000/- per insured person per annum and basic hospitalization expenses up to `2,00,000/- per insured person per annum.

ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

## **2. Higher Hospitalisation**

Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

i. Entitlement - You and your enrolled dependants will be entitled for `12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

## **Maternity Leave**

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother, may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

## **Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)**

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of `250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

## **Loans**

You will be eligible for loans, as per TCSL's loan policy.

## **Professional Memberships**

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.



## **RETIRALS**

### **Provident Fund**

You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

### **Gratuity**

You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

## **TERMS AND CONDITIONS**

### **1. Aggregate Percentage Requirements**

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

### **2. Pre requisites for Joining**

To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.



### **3. Training Period**

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

### **4. Working Hours**

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

### **5. Mobility**

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

### **6. Compensation Structure / Salary components**

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

### **7. Increments and Promotions**

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

### **8. Alternative Occupation / Employment**

Either during the period of your traineeship or during the period of your employment as a





confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

## **9. Confidentiality Agreement**

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

## **10. Service Agreement**

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL `50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

## **11. Work in SBWS mode**

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.

## **12. Overseas International Assignment Agreement**

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related



documents pertaining to the international assignment for which you are being placed. In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

### **13. Terms and Conditions**

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

### **14. TATA Code of Conduct**

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

### **15. Notice Period**

Upon your confirmation, this contract of employment is terminable by you by giving 90 days notice in writing to TCSL. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion.

Upon your confirmation, this contract of employment may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

It is understood, agreed and made abundantly clear herein that you shall have to necessarily work during the notice period given by TCSL under this clause, unless you are otherwise relieved by TCSL by giving you payment in lieu of notice.

Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by it at its own discretion having regard to the responsibilities shouldered by you while being in the employment of TCS.

### **16. Retirement**

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

### **17. Pre-employment Medical Certificate**

You are required to submit a Medical Certificate of Fitness (in the format prescribed by



TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

## 18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

## 19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining. If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

## 20. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)





- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :

\*There is no criminal offence registered/pending against you

\*There is no disciplinary case pending against you in the university

- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

\*PAN Card (Permanent Account Number)

\*Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)

\*Passport

\*NSR E-Card

## **21. TCS Xperience Program**

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

## **22. Letter of Appointment**

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

## **23. Rules and Regulations of the Company**

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from



time to time. The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

#### **24. Compliance to all clauses**

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

#### **25. Data Privacy Clause:**

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of overseas deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

**Withdrawal of Offer**

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

**For TATA Consultancy Services Limited**

**Girish V. Nandimath**  
**Global Head Talent Acquisition & AIP**



[Click here](#) or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary  
Annexure 2: List of TCS Xplore Centres  
Annexure 3: Confidentiality and IP Terms



## GROSS SALARY SHEET

Annexure 1

|                       |                                          |
|-----------------------|------------------------------------------|
| <b>Name</b>           | <b>Poojitha S</b>                        |
| <b>Designation</b>    | <b>Assistant System Engineer-Trainee</b> |
| <b>Institute Name</b> | <b>Others</b>                            |

Table 1: Compensation Details (All Components in INR)

| <b>Component Category</b>             | <b>Monthly</b> | <b>Annual</b>      |
|---------------------------------------|----------------|--------------------|
| <b>1) Fixed Compensation</b>          |                |                    |
| Basic Salary                          | 14,784         | 1,77,408           |
| Bouquet Of Benefits #                 | 7,646          | 91,752             |
| <b>2) Performance Pay**</b>           |                |                    |
| Monthly Performance Pay               | 1,700          | 20,400             |
| Quarterly Variable Allowance*         | 600            | 7,200              |
| <b>3) City Allowance</b>              | 200            | 2,400              |
| <b>4) Annual Components/Retirals</b>  |                |                    |
| Health Insurance***                   | NA             | 7,900              |
| Provident Fund                        | 1,774          | 21,289             |
| Gratuity                              | 711            | 8,533              |
| Total of Annual Components & Retirals | 2,485          | 37,722             |
| <b>TOTAL GROSS</b>                    | <b>27,415</b>  | <b>375000</b>      |
| <b>Xplore/ Learning Incentive****</b> |                | <b>Upto 60,000</b> |

# Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

\* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

\*\*The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

\*\*\* For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

\*\*\*\* Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

| <b>Component Category</b>        | <b>Monthly</b> | <b>Annual</b> |
|----------------------------------|----------------|---------------|
| House Rent Allowance             | 5,914          | 70,968        |
| Leave Travel Assistance          | 1,232          | 14,784        |
| Food Card                        | 500            | 6,000         |
| <b>GROSS BOUQUET OF BENEFITS</b> | <b>7,646</b>   | <b>91,752</b> |





## Annexure

|                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                       |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Ahmedabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Garima Park, IT/ITES SEZ, Plot # 41,<br>Gandhinagar - 382007                                                                                                                                                                                 | <b>Bangalore</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Gate 1, No 42, Think campus, Electronic City phase II,<br>Bangalore - 560100, Karnataka                                                                                           |
| <b>BUBANESHWAR</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Training Lab Venue: Barabati, IRC Block, Ground Floor,<br>Tata Consultancy Services Limited, (UNIT-II) - BARBATI<br>SEZ, IT/ITES - SPECIAL ECONOMIC ZONE (SEZ), PLOT NO.<br>35, CHANDAKA INDUSTRIAL ESTATE, PATIA,<br>Bhubaneswar - 751024 | <b>Chennai</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>415/21-24, Kumaran Nagar, Old Mahabalipuram Rd,<br>TNHB, Sholinganallur, Chennai, Tamil Nadu 600119                                                                                 |
| <b>DELHI – Gurgaon</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Block C, Kings Canyon, ASF Insignia, Gurgaon -<br>Faridabad Road, Gawal Pahari, Gurgaon - 122003,<br>Haryana                                                                                                                           | <b>DELHI – Noida</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. A-44 & A-45, Ground, 1st to 5th Floor & 10th<br>floor, Galaxy Business Park, Block - C & D, Sector - 62,<br>Noida - 201 309, UP                                      |
| <b>Guwahati</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>5th Floor, NEDFi House, G.S. Road, Dispur, Guwahati -<br>781006, Assam                                                                                                                                                                        | <b>Hyderabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Q City, Nanakramguda, Hyderabad                                                                                                                                                   |
| <b>INDORE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor,<br>Village Tigariya Badshah & Bada Bangarde, Tehsil<br>Hatod, Indore - 452018,<br>Madhya Pradesh                                                                                           | <b>KOLKATA</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Ecospace 1B building, 2nd Floor, Plot - IIF/12, New<br>Town, Rajarhat, Kolkata - 700160, West Bengal OR<br>Auditorium, 2nd Floor, Wanderers Building, Delta Park -<br>Lords |
| <b>KOCHI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>TCS centre, Infopark Road Infopark Campus, Infopark,<br>Kakkanad, Kerala 682042                                                                                                                                                                  | <b>MUMBAI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Yantra Park, Pokharan Road Number 2, TCS Approach<br>Rd, Thane, West, Thane, Maharashtra 400606                                                                                      |
| <b>NAGPUR</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,                                                                                                                                                                                         | <b>PUNE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park,<br>Hinjewadi Phase III, Pune - 411057, Maharashtra                                                                               |
| <b>Trivandrum</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Peepul Park, Technopark Campus, Kariyavattom P.O,<br>Trivandrum - 695581, India                                                                                                                                                             |                                                                                                                                                                                                                                                       |



## Annexure

### Confidentiality and IP Terms and Conditions

#### 1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.



## **2. Associate's Obligations**

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

## **3. Intellectual Property Rights**

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filing or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.



#### **4. Prior knowledge**

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

#### **5. Use of third party material**

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

#### **6. Security policies and Guidelines.**

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

#### **7. Working in SBWS Framework:**

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.





(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

## **8. Restriction on Associate's Rights**

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

## **9. No License**

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.



## **10. Equitable Rights**

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

## **11. General**

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay or omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.



(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.



## Welcome to Wipro's Work Integrated Learning Program ("WILP")

**Work Integrated Learning Programme**  
**Wipro Limited, Dodda Kannelli**  
**Sarjapur Road, Bengaluru - 560 035.**  
**Phone: (080) 28440011/12, Fax: (080) 28440256**

Dear Potha Hemalatha,

### **Sub: Enrolment letter to Wipro's Work Integrated Learning Program ("WILP") as Scholar Trainee – Work Integrated Learning Program**

Welcome to WILP!

With reference to your application, it is our pleasure to enroll you as a Scholar Trainee – Work Integrated Learning Program. This is a scholarship program customized as a robust academic and training program which will enable you to obtain M-Tech degree from one of the premier engineering institution / University in India.

The duration of the academic program shall be 48 months from the **date of enrolment to the academic program**. You will be enrolled into the academic program within 12 months from date of joining. Your date of joining will be intimated through a separate communication.

We hope you enjoy the learning with WILP and have an enriching experience being a part of Wipro Limited ("Wipro or "Company").

Please read through the terms and conditions of your enrolment as provided below.

We look forward to having a long and fruitful relationship with you at WILP, Wish you all the best!

Yours sincerely,  
For **Wipro Limited**,

**Aparna Shailen**  
**General Manager - Human Resources**

#### **Endorsement**

I accept the enrolment and the terms and conditions thereof as specified below. I shall report for undergoing study on

#### **Terms & Conditions of Scholarship**

##### **1. PROFILE:**

You have been selected to be a part of Wipro's WILP and are enrolled as a Scholar Trainee- Work Integrated Learning Program. Upon joining WILP, you will have to undergo a "Project Readiness Program" ('PRP') that prepares you to participate in projects at the Company as part of this learning program. This robust academic program will also enable you to obtain **M-Tech degree from one of the premier engineering Institution / University** upon successful completion of the course.

##### **2. DURATION:**

The duration of your academic program will be for a period of 48 months from the date of enrolment to the academic program. You will be enrolled into the academic program within 12 months from date of joining. Unless the Company extends the period of your study in writing, which is done solely at the discretion of the Company, your enrolment would automatically terminate at the end of the stated 48 months.

In case the Company extends the academic period (in writing) you will continue to be enrolled as a Scholar Trainee – Work Integrated Learning Program with WILP.

### 3. Appointment details:

We provide support to our global customers through various Company locations in India to suit customer requirements by operating 24x7. You would be operating from any of these locations and in any of the shifts, including night shift, as may be decided by the Company, keeping in mind the business needs and deliverables to customers.

### 4. Scholarship/Stipend and Benefits

During your period of enrolment, you would be entitled to a consolidated monthly scholarship.

Apart from the monthly scholarship, the Company will provide you with life & accidental insurance that would include a cover for you, the premium / cost will be taken care of by Wipro. This is a voluntary benefit offered by the Company and the details of the same are listed below.

- i. A Group Personal Accident Insurance (GPAI) coverage of **Rs.12,00,000/-**. You could also choose to get additional coverage for a nominal and highly negotiated premium. More details on the policy are available in My Policies section in myWipro, the HR portal at Wipro.
- ii. Group Life Insurance coverage of **Rs.14, 00,000/-**. This sum insured is inclusive of cover as per EDLI (Employee Deposit Linked Insurance). You can also get an extra coverage for a nominal and highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

In addition to the above, you are also eligible for medical insurance cover towards hospitalization.

You are eligible for a floater coverage of Rs.2,00,000/- per annum for family (self, spouse & children) towards hospitalization. There will be a deduction from your monthly scholarship/stipend depending on your marital/family status towards the base sum insured premium. 10% of the claim amount would need to be borne by the employee/Scholar trainee.

Base Medical insurance is to be availed by the employee as default. It is accounted for in deductions as a nominal monthly charge. Top-Up cover is voluntary and charged as applicable during renewal timelines.

If you wish to enhance the coverage, a top up cover option is also available for a highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

The below table lists down your scholarship details:

| Period      | Scholarship | ESI | Consolidated Scholarship (Rs. Per Month) |
|-------------|-------------|-----|------------------------------------------|
| First year  | 15000       | 488 | 15,488/- (*)                             |
| Second year | 17000       | 553 | 17,553/- (*)                             |
| Third year  | 19000       | 618 | 19,618/- (*)                             |
| Fourth year | 23000       | 0   | 23,000/- (*)                             |

(\*) You shall be responsible for payment of all statutory contributions, taxes, dues and levies as may be required under the relevant laws including contributions under Employees' State Insurance Corporation Act (**at 0.75% of your Scholarship**) as and when applicable to you. Such contributions, taxes, dues and levies where required, shall be deducted from your Scholarship and benefits according to applicable laws and regulations.

Your fourth-year scholarship will continue until completion of your M-Tech program. Your enrolment into the MTech academic program within 12 months from date of joining.

You shall be eligible to receive a onetime "joining bonus" of Rs.75,000 after you join Wipro along with your first month salary. All applicable taxes on the payment of this amount will be borne by you. Please note in the event you leave the organization within 12 months from the date of joining, payment processed under Joining bonus shall be recovered from the employee at the time of exit.

The enhancement of the scholarship at the end of each academic year of study will be at the discretion of the Company and subject to your satisfactory progress of study, acquisition of skills, behavior, regularity and punctuality in attendance. Your continued enrolment in the course, will be at the discretion of the Company, and is subject to satisfactory academic performance and other requirements as prescribed in the WILP portal.

In case your project performance at any stage is not found to be at par with the requirement of WILP, then you would be placed on performance improvement program (PIP). If you fail to successfully complete the PIP, the Company may at its sole discretion discontinue your enrolment in the WILP program.

#### **Book Allowance:**

A Book Allowance of Rs.1,250/- will be provided to you per semester. This allowance will be given every semester except the last semester when you will be engaged in dissertation. The allowance will be paid to you centrally along with your scholarship during the course of each semester. The allowance will be subject to tax. Book allowance is applicable and paid only when you are registered for the semester.

#### **5. Training Agreement:**

- i. This letter of enrolment is subject to the execution of a training agreement in the prescribed proforma with Wipro Limited, Sarjapur Road, Doddakannelli, Bengaluru-560035 on or before joining the program ("Training Agreement").
- ii. This Training agreement shall be for a total period of 60 Months where you will be mentored for developing your skills and knowledge. This included technical training, in various formats, both online and offline and practical experience in various projects. The Company invests on your behalf for the cost of these trainings. Should you discontinue the WILP program or your enrolment with WILP is cancelled for any reason whatsoever before the completion of 60 months from the date of joining, the training expenses of Rs.75,000/-(Rupees Seventy five thousand only) will have to be paid by you as detailed in the Training Agreement.

#### **6. PROJECT READINESS PROGRAM (PRP)**

Upon enrolment, you will have to undergo a Project Readiness Program (PRP) to prepare you to participate in projects. This is offered by Wipro's - Talent Transformation Department to all campus and off-campus selects. The broad objective of PRP is to equip you with the necessary knowledge and skills that will enable you to start working on real-life project work which is an integral part of the WILP.

#### **7. Regulations of Academic study:**

- i. You will be enrolled for M-Tech program with a renowned institution ("University") that collaborates with Wipro for WILP.
- ii. Course specialization includes but is not limited to Software Systems, Software Engineering, Information Technology, Computing Systems and Infrastructure Management, Data Analytics, IoT, Cloud, Digital & Cyber security, Embedded Systems.
- iii. Your specialization and enrolment would be decided based on prevailing business requirements and decision of the Company is final and binding.
- iv. You will not be able to change Specialization track after enrolment.
- v. Overall program duration is 4 years from date of enrolment of academic program.
- vi. As per the program structure, a WILP Scholar trainee will register and pursue 4 to 6 courses per semester over 7 semesters.
- vii. You will be required to submit a project work / dissertation in your final semester (8<sup>th</sup> semester of your program). This will enable you to advance your professional capabilities by applying concepts and techniques in projects.
- viii. Each course has multiple evaluation components. This includes an assignment component, quiz, mid-semester examination and comprehension examination. All evaluation components are mandatory for securing a pass grade in a course as prescribed by the partnering institution.

- ix. Contact classes are organized as per the handout and calendar prepared and shared by the University at the beginning of each semester. In the normal course, one session of 2 hours duration per course per contact class is organized.
- x. You will be called upon to undergo studies during the hours and days as may be fixed by the Company from time to time. Normally, the study hours would be from 9:00am to 6:00pm
- xi. The faculty will take attendance/circulate attendance sheets for every session. It is your responsibility to ensure that your attendances are recorded properly.
- xii. WILP Scholar trainees are expected to be on time for every session. Punctuality is non-negotiable and the faculty reserves the right to deny entry and attendance to late comers.
- xiii. Attending 75% of contact session is mandatory for each course to appear for examinations.
- xiv. Not attending classes for reasons like medical/on the job training /late coming/personal problems and other similar reasons would be treated as absenteeism.
- xv. Scholar trainees who fail to meet the minimum attendance criteria will not qualify for comprehension exams for any of the registered courses in that semester.
- xvi. For any reason, you are not able to meet the minimum attendance criteria or not complete the mandatory assignments / quiz / examinations in any semester, you are required to repeat the same semester as and when the next batch is organized. In such cases, rules and regulations governing academic programs at that time would be applicable. In addition, additional semesters fees are to be borne by you as prescribed by the University.
- xvii. At the end of each semester, the performance of each Scholar Trainee in a course, is specified as a letter grade which is obtained through a Relative Grading procedure
- xviii. Any Scholar trainee securing 3 or more cumulative fail grade at any point in time will be expelled from WILP Program.
- xix. The 8th semester of study is fully devoted for dissertation / project work
- xx. If a Scholar trainee's CGPA is less than 5.5, the Scholar trainee will not be permitted to register for the dissertation. He/she has to re-appear for exams and secure a CGPA of 5.5 before taking up the dissertation. Also, a Scholar trainee with an E grade in any course will not be permitted to register for the Dissertation
- xxi. Project / Dissertation work has to be carried out by each individual separately. Teamwork is not permitted.
- xxii. The dissertation has to be completed strictly as per the guidelines that are outlined by collaborating institution.
- xxiii. WILP Scholar trainees are expected to maintain decorum and discipline in line with Wipro's professional work culture and environment.
- xxiv. In cases where a Scholar trainee deviates from the expected behaviour as prescribed by the WILP and partnering institution from time to time , strict action will be taken and the decision of the WILP Team / faculty /, University would be final and binding.
- xxv. Breach of integrity will be dealt with sternly. Such Scholar trainees will be asked to discontinue their studies and also expelled from WILP program.
- xxvi. On successful completion of the study, you will be eligible to receive the M-Tech degree from the collaborating University, in recognition of your successfully completing the course.
- xxvii. All Scholar trainees of the WILP will be given testimonials at the end of the successful completion of the M-Tech degree program. The testimonial contains the timeline in the WILP and the kind of project works carried during this opportunity.

Mode of contact session, examination pattern and other academic program norms are subject to change based on the prevailing situation / University norms declared from time to time. Decision of the University would be final and binding.

## **8. Conflict of Interest:**

- i. During your enrolment period with the WILP, you will focus exclusively on the requirements of the program. In addition to your study and academic requirements, you are required to engage yourself exclusively in the work assigned by Wipro and shall not take up any independent or individual assignments (whether part time or full time, in an advisory capacity or otherwise) directly or indirectly without the express written consent of Head /

## Manager of WILP Academy

- ii. You shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any person who is involved in activities, which are or shall be in conflict with the interests of Wipro.
- iii. The Conflict of Interest Policy also refers to the need on your part, during your enrolment and for a period of one year from the cessation of your enrolment with WILP (irrespective of the circumstances of, or the reasons for, the cessation) not to solicit, induce or encourage:
  - a. Any student/scholar trainee of the WILP to abandon /withdraw their enrolment with the program or to accept enrolment and/or employment with any competitor, supplier or any customer with whom you have a connection.
  - b. Any employee of Wipro to terminate their employment with Wipro or to accept employment with any competitor, supplier or any customer with whom you have a connection.
  - c. Any customer or vendor of Wipro to move their existing business with Wipro to a third party or to terminate their business relationship with Wipro.
  - d. Any existing employee and/or student of WILP to become associated with, or perform services of any type for any third party.
- iv. In case of any conflict or doubt, please discuss the matter with Head / Manager of WILP, to understand Wipro's position on this and resolve the conflict.

## 9. Obligation and Responsibilities:

- i. During the study period you will be governed by the WILP regulations and instructions as may be modified, from time to time, in relation to conduct, discipline and other matters.
- ii. During your study as part of WILP, Company expects you to undergo study in the area in which you are placed, with a high standard of initiative and efficiency. This is critical and Company has zero tolerance towards any deviations.
- iii. You would not be allowed to seek membership of any local or public body without the written approval from the Head / Manager of WILP.
- iv. During the study period and thereafter, you would not be allowed to give out to anyone in writing or by word of mouth or otherwise, particulars or details of work - process, technical know-how, research carried out, security arrangements, or administrative and/or organizational matters of confidential or secret nature which you may come across during your academic study or become known to you by virtue of your undergoing study under WILP or otherwise.
- v. You are bound by all regulations, instructions and policies of the WILP and Wipro. These are updated / modified on a periodic basis and new policies may be introduced and notified to Scholar trainees from time to time and you will be bound to comply with the same.
- vi. In consideration of the opportunities, trainings and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by WILP/Wipro and in the course of your association with WILP. This covenant shall endure during your association and beyond the cessation of your association with WILP (irrespective of the circumstances of, or the reasons for, the cessation).
- vii. In connection with your association with Wipro as part of the WILP and during the term of your association upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business or academic session hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

During the period of academic study, if you develop or conceptualize inventions, ideas, concepts, discoveries, techniques and improvements (including without limitation computer software) solely or jointly with others in relation to the operation of the WILP / Wipro, such developments will be fully communicated to the WILP academy and will be the sole intellectual property of Wipro. You agree to cooperate in the execution of documents to facilitate the assignment of such intellectual property when required.

## 10. Confidentiality:



- i. In consideration of the opportunities, training and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by Wipro and in the course of your enrolment. This covenant shall endure during your enrolment and beyond the cessation of your enrolment with Wipro (irrespective of the circumstances of, or the reasons for, the cessation).
- ii. During your training on projects at Wipro, you will be expected not to use or disclose any confidential information, including trade secrets, of any former employer (if any) or other person with whom you have an obligation of confidentiality and by signing below you affirm that you have no conflicting obligations or non-compete agreements that would prevent you from working without limitation for Wipro.

## **11. Assignment of Intellectual Property**

In connection with your enrolment and during the term of your enrolment, upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

## **12. Posting**

During the initial study period, initially you would be made familiar with Wipro, but you may if needed be re-assigned or transferred to another division, department, establishment or new location where Wipro, has its office or operation and WILP classes are running in the particular location, in India, without enhancing the scholarship amount. On placement of this nature, you will also be governed by the disciplinary rules and regulations as applicable in that unit/branch. You may also be placed in any sister company of Wipro, for practical studies.

## **13. Misconduct:**

- i. In case you are charged with any misconduct or disciplinary issue during your study period, your enrolment with WILP may be temporarily placed on suspension without payment of scholarship amount, for such period as Wipro may deem fit. If the charges against you are proved to be true, your enrolment may be immediately cancelled, without any notice or payment of scholarship in lieu of notice notwithstanding any clause of this letter of enrolment. It is clarified that this clause is without prejudice to Wipro's rights to enforce the Training Agreement duly signed by you even after cancellation of your enrolment for whatever reasons as the case may be.
- ii. Notwithstanding the condition regarding written notice of termination and without prejudice to Wipro's right to enforce the Training agreement, Wipro shall have the right to terminate your academic study without any notice or payment of scholarship in lieu thereof, if any declaration given or information furnished by you to WILP/ Wipro is found to be false or if you are found to have willfully suppressed any material information.

**Please note that at any stage, whether during your selection process or upon enrolment with the WILP, if it is brought to our notice that you have indulged in malpractices or used illegal means to clear your online assessment, Wipro shall withdraw or revoke the enrolment and cancel the same with immediate effect and we reserve our rights to take suitable action against you as we may deem fit.**

## **14. Cancellation of Enrolment:**

Notwithstanding any of the clauses of this letter of enrolment, Company reserves the right at its sole discretion to cancel this enrolment during the study period without assigning any reason, by giving one month's (30 days) notice or one month's scholarship/stipend in lieu of notice.

## **15. Study Hours:**

- i. As a Scholar Trainee – Work Integrated Learning Program, you will be called upon to undergo studies during the hours and days as may be fixed by WILP from time to time as per the University requirements.
- ii. You would be assigned to any of the locations and any project work as part of your WILP as may be decided by the Company.
- iii. The full day lecture sessions will be held at any of Wipro's other establishments/outourced venue. You may also be called upon to attend academic study as and when required on holidays, as may be scheduled in accordance with the convenience of the organizing team of the WILP.
- iv. The university will plan contact classes in multiple format to suit the project work situations and university guidelines such as contact classes in ILT (instructor Led training) and / or VILT (virtual Instructor Led Training and Self-Directed / Recorded lecture sessions).

## 16. General:

- i. This letter of enrolment is subject to the condition that you have not provided us with any false declaration or wilfully suppressed any material information. If you have, you will be liable for cancellation of enrolment from the WILP without any prior notice.
- ii. The terms of this letter of enrolment may be specifically enforced legally, if required. In this connection, if any of the provisions of this letter are declared or found to be void or unenforceable due to any reason whatsoever, the remaining provisions of this letter shall continue in full force and effect.
- iii. These enrolment terms supersede and replace any existing agreement or understanding, if any, between Wipro and you relating to the same subject matter.
- iv. You warrant that you are not prevented by a court or by any other administrative or judicial order from enrolling under this agreement. In the event that you are not a citizen of the country of posting, you should have a valid work permit to work in the country of posting.
- v. During the period of enrolment you are required to comply with all policies of WILP and Wipro. These policies are updated / modified on a periodic basis and new policies may be introduced and notified to the Scholar Trainees from time to time. You agree to comply with all policies as modified from time to time.

## 17. On Completion/Cancellation of Academic Program:

- i. On Completion of the academic program or cancellation of your enrolment , as the case may be, you will immediately surrender to Wipro/ the Academy all specifications, formulae, documents, literature, drawings or records, etc. belonging to Wipro/ the Academy or relating to its business and shall not make or retain any copies of these items.
- ii. You are not eligible to receive testimonial certificate if you do not successfully complete the academic study in accordance with this letter of enrolment and the study scheme formulated by the Academy.
- iii. Wipro reserves the right to offer employment at its sole discretion to a Scholar trainee on successful and satisfactory completion of the academic study.

## 18. Acceptance of Enrolment Letter:

Upon accepting the above terms and conditions, you are required to return the duplicate of this letter of enrolment, duly signed by you as a token of your acceptance on the day of joining WILP program.

Please confirm that the above terms are acceptable to you and that you accept the enrolment by signing a copy of this letter of enrolment and submit the same on the date of joining.

## 19. Work Allocation:

As part of your work responsibilities, you may be assigned to work on certain projects/accounts or other assignments as may be deemed fit by the Company in its sole discretion. Refusal to accept and deliver on such assignments shall be treated as a refusal to work and may result in termination of your employment or other disciplinary action.

Yours sincerely,

For **Wipro Limited**,



**Aparna Shailen**  
**General Manager - Human Resources**

I have read, understood and agree to accept the enrolment on the terms and conditions herein.

I shall be present for the induction session on

## **ANNEXURE I**

### **CONFIRMATION ON SHARING PERSONAL INFORMATION (AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT, 2000)**

I Radheshyam Thakur, confirm that I am voluntarily sharing my Personal Information with Wipro Limited ('Wipro') being a part of WILP of Wipro for the following purposes:

- a. validating my application form and retaining records on the same for any future reference/verification;
- b. processing my application form including background verification checks;
- c. academic study related actions including record keeping, processing scholarship advance and benefits and any action required in the context of my enrolment with Wipro, being a part of WILP.

In this context, I also agree to the retention of such Personal Information by Wipro for any future reference/verification and authorize Wipro to transfer the same to a third party.

I understand that 'Personal Information' means any information, relating to me that is available with Wipro and is capable of identifying me."

## **ANNEXURE II**

I hereby confirm that I shall submit the required academic certificate including but not limited to mark sheet and Provisional or Convocation Degree Certificate within 3 months from my date of joining. I understand that my enrolment is subject to my aggregate meeting the Wipro eligibility criteria and submission of the above mentioned documents.

I hereby declare that all the particulars mentioned above are true to the best of my knowledge. In the event of my failure to submit the above mentioned documents or in case of any discrepancy, I shall be liable for termination of my enrolment with Wipro.

## **ANNEXURE – III**

### **INITIAL INDUCTION PROGRAM**

The Talent Transformation team at Wipro groom's campus selects to help them face the challenges of the corporate world.

A holistic 360 degree approach to training is adopted and helps them hone their fundamental computer skills followed by insights into Wipro businesses, process, technology and behavioural skills.

To understand and appreciate the mindset of the young Trainees and ensure that the transformation is smooth, the induction program is done by a team of dedicated professionals who have exposure to the academic and corporate sectors alike. Project Readiness Program (PRP) is a training program designed to address the basic learning needs of the Trainees.

#### **Corporate Readiness Program - CRP**

The CRP program is focused on making young Trainees comfortable in a corporate environment. This program starts with a corporate induction.

"EMERGE" a behavioural skills building training program ensures that the fresh Trainee start feeling at ease in the "corporate world". This activity based behavioural intervention informs the new entrants about the corporate work culture and business etiquette.

#### **Technology Readiness Program - TRP**

The technology training provides critical technical skills required to work on projects allocated to Trainees and prepare to face the demands of the project world. We begin doing this by familiarizing with Wipro's businesses and work environment.

The methodology of training is "Project Based Learning" (PBL) approach, the entire learning is designed around a series of projects that the recruits are expected to complete individually by learning and applying various topics required to complete the project. Starting with individual projects, the PBL approach ends with recruits working on a team project.

## **ANNEXURE – IV**

I have read and understood the terms of my enrolment letter. I agree and acknowledge that I am a Student/Scholar trainee with Wipro's WILP. I further undertake that I shall not represent to any person within Wipro or any other third

party that I am an employee of Wipro Ltd and I fully understand that such false representation shall entail severe disciplinary action including immediate cancellation of my enrolment.

### **Travel, Accommodation, Food & Other Miscellaneous Expenses**

#### **Travel**

- i. You would be entitled for Rs. 1500 from the date of appointment as a lump sum amount that will be credited with your first month stipend. You may utilize this amount towards Travel and you would not need to submit bills towards usage of this amount.
- ii. There is no provision for reimbursement/allowance towards any expenses incurred in lieu of attending training or classes at different locations in the same city.

#### **Accommodation, Food & other Miscellaneous Expenses**

- i. You would be entitled for Rs.400 per day for 8 days (total amount of Rs.3,200) from the date of joining. You may utilize this amount towards accommodation, food & other miscellaneous expenses. This would be paid as a lump sum amount that will be credited with your first month stipend and you would not need to submit bills towards usage of this amount.
- ii. If your posting location (the location where you would be based out of after training) is different from the training location (location where you undergo initial training), you would be entitled for the following:  
  
Settlement and Miscellaneous Expenses: Rs.1200 per day for 7 days (total amount of Rs. 8,400) from the date of reporting to the posting location. You may utilize this amount towards boarding, lodging, conveyance & other miscellaneous expenses.
- iii. Any location change after reporting to posting location will be treated as relocation/transfer and will be covered under the Transfer policy for Team Rainbow. For details you can refer the policy at myWipro-> My Policies -> India->My Travel>Transfer Policy-Team Rainbow.
- iv. Campus joiners would not be eligible for accommodation at the Wipro guest houses.

**Please note in the event that the employee leaves the organization within 6 months from the date of joining, all payments processed under Joining & Relocation Entitlements shall be recovered from the employee at the time of exit.**

**Skill Preferences 1 :** [DAAI -Cloud & Digital Database](#)

**Location Preferences 1 :** [Bangalore](#)

**Skill Preferences 2 :** [CEP-SAP-ABAP](#)

**Location Preferences 2 :** [Mysore](#)

**Skill Preferences 3 :** [Python App](#)

**Location Preferences 3 :** [Chennai](#)

☒ Accept ☐ Decline

☒ **Signature** [Radheshyam Thakur 25/1/2023 10:00 PM](#)

(checking the checkbox above is equivalent to a handwritten signature)

Registered Office:

**Wipro  
Limited**

**T** :+91 (80) 2844 0011

Doddakannelli

**F** :+91 (80) 2844 0054

Sarjapur  
Road

**E** :info@wipro.com

Bengaluru  
560 035

**W** :wipro.com

India

**C** :L32102KA1945PLC020800

26168298



**Offer: Computer Consultancy**

**Ref: TCSL/DT20228278602/Bangalore**

**Date: 8/9/2022**

Dear PRACILA D

**Sub: Letter of Offer**

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade **Y**. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be **350000/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year. Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &



Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

## **COMPENSATION AND BENEFITS**

### **BASIC SALARY**

You will be eligible for a basic salary of `14,784/- per month.

### **BOUQUET OF BENEFITS (BoB)**

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

#### **1. House Rent Allowance (HRA)**

Your HRA will be `5,914/- per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

#### **2. Leave Travel Allowance**

You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

#### **3. Food Card**

You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias. As per the Pre-Defined structure you will be eligible for a Food Card with an amount of `500/- being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.



## **PERFORMANCE PAY**

### **Monthly Performance Pay**

You will receive a monthly performance pay of `1,700/-. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

### **Quarterly Variable Allowance**

Your variable allowance will be `600/- per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

## **CITY ALLOWANCE**

You will be eligible for a City Allowance of `200/- per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

## **XPLORE/ LEARNING INCENTIVES**

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

## **OTHER BENEFITS**

### **Health Insurance Scheme**

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:





## **1. Basic Cover**

i. Entitlement - Includes domiciliary expenses up to `6,000/- per insured person per annum and basic hospitalization expenses up to `2,00,000/- per insured person per annum.

ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

## **2. Higher Hospitalisation**

Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

i. Entitlement - You and your enrolled dependants will be entitled for `12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

## **Maternity Leave**

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother, may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

## **Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)**

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of `250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

## **Loans**

You will be eligible for loans, as per TCSL's loan policy.

## **Professional Memberships**

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.





## **RETIRALS**

### **Provident Fund**

You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

### **Gratuity**

You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

## **TERMS AND CONDITIONS**

### **1. Aggregate Percentage Requirements**

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

### **2. Pre requisites for Joining**

To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.



### **3. Training Period**

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

### **4. Working Hours**

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

### **5. Mobility**

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

### **6. Compensation Structure / Salary components**

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

### **7. Increments and Promotions**

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

### **8. Alternative Occupation / Employment**

Either during the period of your traineeship or during the period of your employment as a



confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

## **9. Confidentiality Agreement**

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

## **10. Service Agreement**

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL `50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

## **11. Work in SBWS mode**

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.

## **12. Overseas International Assignment Agreement**

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related



documents pertaining to the international assignment for which you are being placed. In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

### **13. Terms and Conditions**

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

### **14. TATA Code of Conduct**

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

### **15. Notice Period**

Upon your confirmation, this contract of employment is terminable by you by giving 90 days notice in writing to TCSL. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion.

Upon your confirmation, this contract of employment may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

It is understood, agreed and made abundantly clear herein that you shall have to necessarily work during the notice period given by TCSL under this clause, unless you are otherwise relieved by TCSL by giving you payment in lieu of notice.

Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by it at its own discretion having regard to the responsibilities shouldered by you while being in the employment of TCS.

### **16. Retirement**

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

### **17. Pre-employment Medical Certificate**

You are required to submit a Medical Certificate of Fitness (in the format prescribed by





TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

### 18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

### 19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining. If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

### 20. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)



- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :

\*There is no criminal offence registered/pending against you

\*There is no disciplinary case pending against you in the university

- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

\*PAN Card (Permanent Account Number)

\*Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)

\*Passport

\*NSR E-Card

## **21. TCS Xperience Program**

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

## **22. Letter of Appointment**

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

## **23. Rules and Regulations of the Company**

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from



time to time. The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

#### **24. Compliance to all clauses**

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

#### **25. Data Privacy Clause:**

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of overseas deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

**Withdrawal of Offer**

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

**For TATA Consultancy Services Limited**

**Girish V. Nandimath**  
**Global Head Talent Acquisition & AIP**



[Click here](#) or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary  
Annexure 2: List of TCS Xplore Centres  
Annexure 3: Confidentiality and IP Terms





## GROSS SALARY SHEET

Annexure 1

|                       |                                          |
|-----------------------|------------------------------------------|
| <b>Name</b>           | <b>PRACIL<br/>A D</b>                    |
| <b>Designation</b>    | <b>Assistant System Engineer-Trainee</b> |
| <b>Institute Name</b> | <b>Others</b>                            |

Table 1: Compensation Details (All Components in INR)

| <b>Component Category</b>             | <b>Monthly</b> | <b>Annual</b>      |
|---------------------------------------|----------------|--------------------|
| <b>1) Fixed Compensation</b>          |                |                    |
| Basic Salary                          | 14,784         | 1,77,408           |
| Bouquet Of Benefits #                 | 7,646          | 91,752             |
| <b>2) Performance Pay**</b>           |                |                    |
| Monthly Performance Pay               | 1,700          | 20,400             |
| Quarterly Variable Allowance*         | 600            | 7,200              |
| <b>3) City Allowance</b>              | 200            | 2,400              |
| <b>4) Annual Components/Retirals</b>  |                |                    |
| Health Insurance***                   | NA             | 7,900              |
| Provident Fund                        | 1,774          | 21,289             |
| Gratuity                              | 711            | 8,533              |
| Total of Annual Components & Retirals | 2,485          | 37,722             |
| <b>TOTAL GROSS</b>                    | <b>27,415</b>  | <b>350000</b>      |
| <b>Xplore/ Learning Incentive****</b> |                | <b>Upto 60,000</b> |

# Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

\* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

\*\*The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

\*\*\* For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

\*\*\*\* Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

| <b>Component Category</b>        | <b>Monthly</b> | <b>Annual</b> |
|----------------------------------|----------------|---------------|
| House Rent Allowance             | 5,914          | 70,968        |
| Leave Travel Assistance          | 1,232          | 14,784        |
| Food Card                        | 500            | 6,000         |
| <b>GROSS BOUQUET OF BENEFITS</b> | <b>7,646</b>   | <b>91,752</b> |



## Annexure

|                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                       |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Ahmedabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Garima Park, IT/ITES SEZ, Plot # 41,<br>Gandhinagar - 382007                                                                                                                                                                                 | <b>Bangalore</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Gate 1, No 42, Think campus, Electronic City phase II,<br>Bangalore - 560100, Karnataka                                                                                           |
| <b>BUBANESHWAR</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Training Lab Venue: Barabati, IRC Block, Ground Floor,<br>Tata Consultancy Services Limited, (UNIT-II) - BARBATI<br>SEZ, IT/ITES - SPECIAL ECONOMIC ZONE (SEZ), PLOT NO.<br>35, CHANDAKA INDUSTRIAL ESTATE, PATIA,<br>Bhubaneswar - 751024 | <b>Chennai</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>415/21-24, Kumaran Nagar, Old Mahabalipuram Rd,<br>TNHB, Sholinganallur, Chennai, Tamil Nadu 600119                                                                                 |
| <b>DELHI – Gurgaon</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Block C, Kings Canyon, ASF Insignia, Gurgaon -<br>Faridabad Road, Gawal Pahari, Gurgaon - 122003,<br>Haryana                                                                                                                           | <b>DELHI – Noida</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. A-44 & A-45, Ground, 1st to 5th Floor & 10th<br>floor, Galaxy Business Park, Block - C & D, Sector - 62,<br>Noida - 201 309, UP                                      |
| <b>Guwahati</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>5th Floor, NEDFi House, G.S. Road, Dispur, Guwahati -<br>781006, Assam                                                                                                                                                                        | <b>Hyderabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Q City, Nanakramguda, Hyderabad                                                                                                                                                   |
| <b>INDORE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor,<br>Village Tigariya Badshah & Bada Bangarde, Tehsil<br>Hatod, Indore - 452018,<br>Madhya Pradesh                                                                                           | <b>KOLKATA</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Ecospace 1B building, 2nd Floor, Plot - IIF/12, New<br>Town, Rajarhat, Kolkata - 700160, West Bengal OR<br>Auditorium, 2nd Floor, Wanderers Building, Delta Park -<br>Lords |
| <b>KOCHI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>TCS centre, Infopark Road Infopark Campus, Infopark,<br>Kakkanad, Kerala 682042                                                                                                                                                                  | <b>MUMBAI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Yantra Park, Pokharan Road Number 2, TCS Approach<br>Rd, Thane, West, Thane, Maharashtra 400606                                                                                      |
| <b>NAGPUR</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,                                                                                                                                                                                         | <b>PUNE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park,<br>Hinjewadi Phase III, Pune - 411057, Maharashtra                                                                               |
| <b>Trivandrum</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Peepul Park, Technopark Campus, Kariyavattom P.O,<br>Trivandrum - 695581, India                                                                                                                                                             |                                                                                                                                                                                                                                                       |



## Annexure

### Confidentiality and IP Terms and Conditions

#### 1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.



## **2. Associate's Obligations**

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

## **3. Intellectual Property Rights**

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filing or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.





#### **4. Prior knowledge**

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

#### **5. Use of third party material**

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

#### **6. Security policies and Guidelines.**

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

#### **7. Working in SBWS Framework:**

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.



(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

## **8. Restriction on Associate's Rights**

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

## **9. No License**

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.



## 10. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

## 11. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay or omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.



(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.





**Offer: Computer Consultancy**

**Ref: TCSL/DT20228278630/Bangalore**

**Date: 8/9/2022**

Dear Pradeep Hiremath

**Sub: Letter of Offer**

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade **Y**. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be **375000/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year. Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &



Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

## **COMPENSATION AND BENEFITS**

### **BASIC SALARY**

You will be eligible for a basic salary of `14,784/- per month.

### **BOUQUET OF BENEFITS (BoB)**

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

#### **1. House Rent Allowance (HRA)**

Your HRA will be `5,914/- per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

#### **2. Leave Travel Allowance**

You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

#### **3. Food Card**

You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias. As per the Pre-Defined structure you will be eligible for a Food Card with an amount of `500/- being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.



## **PERFORMANCE PAY**

### **Monthly Performance Pay**

You will receive a monthly performance pay of `1,700/-. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

### **Quarterly Variable Allowance**

Your variable allowance will be `600/- per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

## **CITY ALLOWANCE**

You will be eligible for a City Allowance of `200/- per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

## **XPLORE/ LEARNING INCENTIVES**

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

## **OTHER BENEFITS**

### **Health Insurance Scheme**

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:



## **1. Basic Cover**

i. Entitlement - Includes domiciliary expenses up to `6,000/- per insured person per annum and basic hospitalization expenses up to `2,00,000/- per insured person per annum.

ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

## **2. Higher Hospitalisation**

Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

i. Entitlement - You and your enrolled dependants will be entitled for `12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

## **Maternity Leave**

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother, may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

## **Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)**

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of `250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

## **Loans**

You will be eligible for loans, as per TCSL's loan policy.

## **Professional Memberships**

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.



## **RETIRALS**

### **Provident Fund**

You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

### **Gratuity**

You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

## **TERMS AND CONDITIONS**

### **1. Aggregate Percentage Requirements**

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

### **2. Pre requisites for Joining**

To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.





### **3. Training Period**

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

### **4. Working Hours**

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

### **5. Mobility**

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

### **6. Compensation Structure / Salary components**

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

### **7. Increments and Promotions**

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

### **8. Alternative Occupation / Employment**

Either during the period of your traineeship or during the period of your employment as a



confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

## **9. Confidentiality Agreement**

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

## **10. Service Agreement**

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL `50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

## **11. Work in SBWS mode**

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.

## **12. Overseas International Assignment Agreement**

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related



documents pertaining to the international assignment for which you are being placed. In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

### **13. Terms and Conditions**

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

### **14. TATA Code of Conduct**

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

### **15. Notice Period**

Upon your confirmation, this contract of employment is terminable by you by giving 90 days notice in writing to TCSL. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion.

Upon your confirmation, this contract of employment may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

It is understood, agreed and made abundantly clear herein that you shall have to necessarily work during the notice period given by TCSL under this clause, unless you are otherwise relieved by TCSL by giving you payment in lieu of notice.

Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by it at its own discretion having regard to the responsibilities shouldered by you while being in the employment of TCS.

### **16. Retirement**

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

### **17. Pre-employment Medical Certificate**

You are required to submit a Medical Certificate of Fitness (in the format prescribed by





TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

## 18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

## 19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining. If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

## 20. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)



- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :

\*There is no criminal offence registered/pending against you

\*There is no disciplinary case pending against you in the university

- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

\*PAN Card (Permanent Account Number)

\*Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)

\*Passport

\*NSR E-Card

## **21. TCS Xperience Program**

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

## **22. Letter of Appointment**

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

## **23. Rules and Regulations of the Company**

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from



time to time. The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

#### **24. Compliance to all clauses**

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

#### **25. Data Privacy Clause:**

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of overseas deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

**Withdrawal of Offer**

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

**For TATA Consultancy Services Limited**

**Girish V. Nandimath**  
**Global Head Talent Acquisition & AIP**



[Click here](#) or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary  
Annexure 2: List of TCS Xplore Centres  
Annexure 3: Confidentiality and IP Terms



## GROSS SALARY SHEET

Annexure 1

|                       |                                          |
|-----------------------|------------------------------------------|
| <b>Name</b>           | <b>Pradeep Hiremath</b>                  |
| <b>Designation</b>    | <b>Assistant System Engineer-Trainee</b> |
| <b>Institute Name</b> | <b>Others</b>                            |

Table 1: Compensation Details (All Components in INR)

| <b>Component Category</b>             | <b>Monthly</b> | <b>Annual</b> |
|---------------------------------------|----------------|---------------|
| <b>1) Fixed Compensation</b>          |                |               |
| Basic Salary                          | 14,784         | 1,77,408      |
| Bouquet Of Benefits #                 | 7,646          | 91,752        |
| <b>2) Performance Pay**</b>           |                |               |
| Monthly Performance Pay               | 1,700          | 20,400        |
| Quarterly Variable Allowance*         | 600            | 7,200         |
| <b>3) City Allowance</b>              | 200            | 2,400         |
| <b>4) Annual Components/Retirals</b>  |                |               |
| Health Insurance***                   | NA             | 7,900         |
| Provident Fund                        | 1,774          | 21,289        |
| Gratuity                              | 711            | 8,533         |
| Total of Annual Components & Retirals | 2,485          | 37,722        |
| <b>TOTAL GROSS</b>                    | <b>27,415</b>  | <b>375000</b> |
| <b>Xplore/ Learning Incentive****</b> |                | Upto 60,000   |

# Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

\* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

\*\*The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

\*\*\* For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

\*\*\*\* Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

| <b>Component Category</b>        | <b>Monthly</b> | <b>Annual</b> |
|----------------------------------|----------------|---------------|
| House Rent Allowance             | 5,914          | 70,968        |
| Leave Travel Assistance          | 1,232          | 14,784        |
| Food Card                        | 500            | 6,000         |
| <b>GROSS BOUQUET OF BENEFITS</b> | <b>7,646</b>   | <b>91,752</b> |





## Annexure

|                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                       |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Ahmedabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Garima Park, IT/ITES SEZ, Plot # 41,<br>Gandhinagar - 382007                                                                                                                                                                                 | <b>Bangalore</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Gate 1, No 42, Think campus, Electronic City phase II,<br>Bangalore - 560100, Karnataka                                                                                           |
| <b>BUBANESHWAR</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Training Lab Venue: Barabati, IRC Block, Ground Floor,<br>Tata Consultancy Services Limited, (UNIT-II) - BARBATI<br>SEZ, IT/ITES - SPECIAL ECONOMIC ZONE (SEZ), PLOT NO.<br>35, CHANDAKA INDUSTRIAL ESTATE, PATIA,<br>Bhubaneswar - 751024 | <b>Chennai</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>415/21-24, Kumaran Nagar, Old Mahabalipuram Rd,<br>TNHB, Sholinganallur, Chennai, Tamil Nadu 600119                                                                                 |
| <b>DELHI – Gurgaon</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Block C, Kings Canyon, ASF Insignia, Gurgaon -<br>Faridabad Road, Gawal Pahari, Gurgaon - 122003,<br>Haryana                                                                                                                           | <b>DELHI – Noida</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. A-44 & A-45, Ground, 1st to 5th Floor & 10th<br>floor, Galaxy Business Park, Block - C & D, Sector - 62,<br>Noida - 201 309, UP                                      |
| <b>Guwahati</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>5th Floor, NEDFi House, G.S. Road, Dispur, Guwahati -<br>781006, Assam                                                                                                                                                                        | <b>Hyderabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Q City, Nanakramguda, Hyderabad                                                                                                                                                   |
| <b>INDORE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor,<br>Village Tigariya Badshah & Bada Bangarde, Tehsil<br>Hatod, Indore - 452018,<br>Madhya Pradesh                                                                                           | <b>KOLKATA</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Ecospace 1B building, 2nd Floor, Plot - IIF/12, New<br>Town, Rajarhat, Kolkata - 700160, West Bengal OR<br>Auditorium, 2nd Floor, Wanderers Building, Delta Park -<br>Lords |
| <b>KOCHI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>TCS centre, Infopark Road Infopark Campus, Infopark,<br>Kakkanad, Kerala 682042                                                                                                                                                                  | <b>MUMBAI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Yantra Park, Pokharan Road Number 2, TCS Approach<br>Rd, Thane, West, Thane, Maharashtra 400606                                                                                      |
| <b>NAGPUR</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,                                                                                                                                                                                         | <b>PUNE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park,<br>Hinjewadi Phase III, Pune - 411057, Maharashtra                                                                               |
| <b>Trivandrum</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Peepul Park, Technopark Campus, Kariyavattom P.O,<br>Trivandrum - 695581, India                                                                                                                                                             |                                                                                                                                                                                                                                                       |



## Annexure

### Confidentiality and IP Terms and Conditions

#### 1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.



## **2. Associate's Obligations**

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

## **3. Intellectual Property Rights**

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filing or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.





#### **4. Prior knowledge**

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

#### **5. Use of third party material**

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

#### **6. Security policies and Guidelines.**

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

#### **7. Working in SBWS Framework:**

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.



(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

## **8. Restriction on Associate's Rights**

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

## **9. No License**

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.



## 10. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

## 11. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay or omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.



(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.



**Deloitte Tax Services India Private Limited**  
**Deloitte Tower Survey No. 41 Gachibowli Village, Ranga**  
**Reddy District, CIRCLE 3, Hyderabad - 500032, Telangana,**  
**India**

**Tel: +91 040 67621000**

**www.deloitte.com**

**PRAJWAL S DAVE**

**Subject: Offer of Employment Dear**

**PRAJWAL S DAVE**

On behalf of **Deloitte Tax Services India Private Limited** (the "Employer" or "Company"), I am pleased to confirm our offer of employment to you as **Tax Consultant I** based in **Hyderabad**.

We extend this offer, and the opportunity it represents, with great confidence in your abilities. You have made a very favorable impression with everyone you met and we are excited with the prospect of you joining our organization on **November 13, 2022**. Your immediate manager will communicate details of your role and work responsibilities in the initial weeks of your joining the Employer. During your employment, the Company may require you to work on any project that you are assigned to, on any technical platforms/skills and nature of the project, in differentiated work timing, at designated work space and location as may be decided by the company.

As part of your annual compensation, you will receive a Total Salary of **Rs. 760000/-** and, will be eligible for a performance linked variable bonus. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount could vary depending upon the business and individual performance each fiscal year and, in some situations, could exceed the payout range indicated. Any amounts paid will be subject to statutory and other deductions as per Employer policies and practices. The details of your compensation breakdown are provided in the attached Annexure A.

As an incentive to join the Company, you are eligible to receive a joining bonus of **Rs./₹ 100,000/-** subject to your reporting for full-time employment on **November 13, 2022**. This amount will attract applicable taxes and will be processed as part of your first month's payroll. You will have an obligation to repay the entire amount of your joining bonus if you resign your position or are terminated for cause by the Company within **12 months** of your start date.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

Your employment with us will be governed by the Terms and Conditions as detailed in **Annexure B**, as well as any and all rules, regulations, guidelines, policies and practices of the Employer, which may be amended from time to time. Deloitte LLP and its U.S.-based subsidiaries (the "Deloitte U.S. Firms") requires their employees to make the necessary representations regarding independence and other matters. Because the Employer is an Indian subsidiary of Deloitte LLP, we must also comply with these independence requirements. Accordingly, this offer is conditional upon you agreeing to make such representations under the Employer's Independence Representations requirements, as further explained in **Annexure B**.

Your compensation details are confidential, and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization. We would like you to join the Employer on **November 13, 2022**, or an alternative mutually agreed upon date.

This offer letter, together with the Annexures described herein, and the Non-Disclosure, Non Solicit and Intellectual Property Rights Assignment Agreement, the Information Security Policy (which you are required to sign upon joining), constitute the entire agreement between the parties with respect to the subject matter of this offer, and supersedes all other previous or contemporaneous oral or written representations, understandings or agreements relating to the subject matter of this offer between you and the Employer or its affiliates.

In compliance with applicable laws, Deloitte India (Offices of the US) provides its professionals with home pick-up and drop transport services within **pre-defined** boundary if their shift timings are between 8:30 p.m. - 6:00 a.m. in Hyderabad, 9:00 p.m. - 6:00 a.m. in Mumbai, Pune; 7:00 p.m. - 6:00 a.m. in Gurugram, 8:00 p.m. - 6:00 a.m. in Bengaluru, Chennai, and Kolkata.

This letter and **Deloitte Tax Services India Private Limited** employment application are intended to be final. To accept the offer and the terms of this letter, please sign below in the space provided within three business days.

**R**, everyone you have interviewed with joins me in extending to you congratulations and warm regards. We look forward to you joining our team.

Sincerely,

**For Deloitte Tax Services India Private Limited** Best regards,

DocuSigned by:  
*Pooja Madhani*  
2B8F65B8ECE5489...

By: \_\_\_\_\_  
Signature

**Authorized Signatory**

**Acceptance**

I, **R**, hereby accept the terms and conditions of this employment offer.

Please sign and date your Acceptance

**Annexure A**

**Tax Consultant I -**

| Description                              | Monthly (Rs. per month) | Annual (Rs. per Annum) |
|------------------------------------------|-------------------------|------------------------|
| Basic Pay                                | 20,000                  | 240,000                |
| House Rent Allowance (HRA)               | 10,000                  | 130,000                |
| Special Allowance <sup>1a &amp; 1b</sup> | 16,100                  | 193,200                |
| Leave Travel Allowance <sup>2</sup>      | 2,166                   | 26,000                 |
| Differential Allowance                   | 6,691                   | 80,633                 |
| Meal Card <sup>3</sup>                   | 2,200                   | 26,400                 |
| Employer’s contribution to PF            | 2,300                   | 27,600                 |
| Total Salary (in Rs.)                    | 59,457                  | 760000                 |

|                                        |                                                                                                                                                                                                            |               |
|----------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|
| Variable Bonus*                        | You are eligible for a performance linked variable bonus. It will be paid out at the end of the fiscal year, as applicable and on the basis of your individual performance and performance of the business |               |
| Medical Insurance Premium <sup>4</sup> | <b>3,014</b>                                                                                                                                                                                               | <b>36,167</b> |

\*The Variable Bonus will vary, primarily based on your individual performance and the performance of the business, during the Employer's fiscal year which is June through May. Your performance will be formally assessed as a part of the Employer Performance Review Cycle Process. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount will vary depending upon the business and individual performance and in some circumstances, could exceed the payout range indicated. The performance of all the employees who have joined the Employer prior to March 1st will be assessed for the fiscal year ending in May. The disbursement of a Variable Bonus, if applicable, is subject to you being active on the rolls of the Employer, during the Annual Incentive Program payout cKARTHIKRAJ Kcycle for the fiscal year. For employees joining during the period March 1st to May 30th, a prorated Variable Bonus, if applicable, will be based on the first year-end review ratings in the subsequent year and paid during the Annual Incentive Program payout cycle of that year. The Variable Bonus will not be paid in the event of termination of employment for any reason on or before the disbursement time. The application and interpretation of, and any determinations related to, the Variable Bonus is at the sole discretion of Employer. Employer may amend or terminate the Variable Bonus at any time. All compensation and benefits are based on employee's position with the Employer in India.

Contd/-....

Annexure A

1

All employees may claim tax exemption, subject to tax rules from time to time, from their Special Allowance component, expenses incurred towards communication and Driver / Fuel & Maintenance Expenses as per eligibility mentioned below:

**Employee Level - Tax Consultant I**

1a

*Communication Expenses*

*Only one Post paid mobile, one Land Phone and One internet connection bill(s) can be claimed.*

1b

*Fuel Expenses*

*Petrol / Driver / Insurance / Repairs & Maintenance*

**Rs./₹ 3,000/-** per month**Rs./₹ 7,500/-** per month

1a The internet/telephone/mobile bills should be in the Employee's name.

1b

For claiming vehicle running expenses (Driver / Fuel / Repairs & Maintenance expenses) the vehicle has to be in the name of the Employee and the current tax rules are as under. The above limits will be applicable for all those who are on company car lease program and the below limits will apply for all those who are on self-owned car. In case of company leased car, taxability would be as per the current perquisite valuation rules.

| Nature of Expenses | Own Vehicle –Maximum Tax exemption limit per month |           |                |
|--------------------|----------------------------------------------------|-----------|----------------|
|                    | 4 Wheelers (Engine Capacity)                       |           |                |
|                    | <= 1600 cc                                         | > 1600 cc | Two Wheelers   |
| Fuel & Maintenance | Rs. 1,800                                          | Rs. 2,400 | Rs. 900        |
| Driver's Salary    | Rs. 900                                            | Rs. 900   | Not applicable |

All employees at and above **Senior Staff** are eligible for the company car lease program. If you choose to avail of this benefit, the amount towards lease rental will be paid by the firm on your behalf to the leasing company and your compensation structure will be adjusted accordingly. A revised letter with the new compensation structure will be issued that will supersede this letter for all practical purposes.

2

The Leave Travel Allowance (LTA) will be paid on a monthly basis as an allowance with tax deducted at source. If you choose to avail the tax benefit on LTA, you should submit proof of expenses incurred by you for Self and / your immediate dependents. The taxability or otherwise of LTA will be as per the Income Tax Act 1961, details of which will form part of the LTA Form.



3 Meal Card amount will be credited at the start of each month and for the first month (For New Hires) prorated amount will be processed as part of payroll. If not collected, it will be processed as a taxable amount with the salary.

4 Annual Floating Medical Insurance Coverage for self and **6 dependents** is being paid by the Employer on your behalf. The premium amount is subject to change every year post renewal of insurance policy. In case you opt for an enhancement of the coverage limit, the additional premium will be adjusted accordingly from the special allowance.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

You may also be eligible to either a One-time Stipend or a temporary lodging basis joining the registered office location, you will receive a survey from Deloitte prior to your joining.

You may select the best option for availing the relocation assistance. If an employee who has availed this reimbursement decides to quit within 18 months from the date of relocation claim for whatever reason, the relocation reimbursement paid to the employee will be recovered in full, from the employee's full and final settlement.

By joining the Company, you will become a member under the 'Deloitte USI Employees Welfare Trust' and may be required to make a nominal contribution as a member.

Original bills towards the above components should be submitted during the Income Tax fiscal period evidencing the expenditure to get Income Tax exemption, failing which the same will attract applicable Income Tax.

Submission of false, tampered or altered bills as proof of expense for any of the above components will result in disciplinary action including termination of employment.

**Your compensation above is subject to income tax deduction per rules and guidelines prescribed under the prevailing tax laws. This may change from time to time in line with the amendments done in tax laws.**



**Hyderabad**

## **Annexure B**

### **Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement ("Employment Agreement")**

In consideration of my employment by **Deloitte Tax Services India Private Limited**, an Employer incorporated under the provisions of the Companies Act, 1956 and having its registered office **Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District, CIRCLE 3, Hyderabad - 500032, Telangana, India** (the "Employer") as **Tax Consultant I** - and other valuable consideration, I acknowledge and agree that:

#### **PRELIMINARY MATTERS**

**1. Defined Terms.** The italicized terms in this agreement (the "Employment Agreement") are defined in **Exhibit A** hereto.

**2. Pre-existing Agreements or Arrangements.** I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Agreements or Arrangements*. The Employer expects me to abide by all restrictions or obligations that are contained in such Preexisting Agreements or Arrangements and to avoid involvement, while employed by the Employer, in any matter that could pose a conflict as a result of confidential information or intellectual property obtained by me prior to my *Employment*. I further represent that none of these restrictions or obligations, including those set forth in any non-compete agreements with prior employers, is inconsistent with my acceptance of the Employer's offer of *Employment* or my becoming, and serving as, **Tax Consultant I** of the Employer. To the extent applicable and if I am joining the Employer after having served as an employee or official of the United States Government, I further represent that: (1) I have disclosed my prior participation, if any, in any discussions or negotiations with, or decisions to award contracts to, the Deloitte U.S. Firms while I was employed by the United States Government; and (2) I had either recused myself or had not played an active role in the applicable United States Government agency's decision to award any contracts to the Deloitte U.S. Firms while I was employed by the United States Government.

#### **PROTECTION OF OUR BUSINESS**

**3. Reporting of Proceedings.** Except as provided by law and except as I have disclosed in writing on **Exhibit C** to this Agreement, I represent and warrant that I have no *Proceedings* to report. Should I become a subject of any *Proceedings* during my association with the Employer, I agree to immediately report, in writing, all relevant facts to the Chief Talent Officer



of Deloitte LLP, the Regional Talent Director of the Employer, and the Chief Ethics and Compliance Officer of Deloitte LLP. I understand that my responses are subject to audit and review by the Employer and others in accordance with applicable professional, ethical, legal, or Employer requirements, rules, regulations, policies, or practices, or other requests.

**4. Confidentiality.** I acknowledge that, by virtue of my *Employment*, I will acquire and be exposed to, have access to, make use of and/or create *Confidential Information*. Therefore, I agree to hold in trust and confidence all such *Confidential Information*. I will neither disclose any such *Confidential Information* to anyone outside a *Deloitte Entity* without the prior written approval of an *Authorized Signatory*, except as required by my authorized duties for the Employer, nor use any such *Confidential Information* for any purpose other than for the benefit of a *Deloitte Entity*.

**5. Third Party Information and Property.** I agree that during my *Employment*, I shall not use or disclose any confidential information or intellectual property of any former employer or other person or entity without the prior written authorization of such employer, person or entity and the prior written consent of an *Authorized Signatory*. If I were to use or disclose any such Confidential Information or Intellectual Property without prior consent, and any of the *Deloitte Entities* become the subject of any claim from a third party regarding such unauthorized use or disclosure, I agree to hold harmless and indemnify the *Deloitte Entities* for any legal defense costs and/or damages related to any such claim.

**6. Authorization.** Only employees of the Employer holding a senior or managerial position with the Employer will be authorized by a specific authorization, delegation, or power of attorney to sign legal documents, representing the Employer. Similarly, only such authorized employees of the Employer may speak about the Employer, the business and plans, various client-related projects etc.

**7. Competing Activities and Conflict of Interest.** During the period of my *Employment* I will not, directly or indirectly, participate in or in any way render services or assistance to any business that is or may be competitive with a *Deloitte Entity*, whether or not for compensation, or engage in any conduct which might result in, or create the appearance of using my position for private gain or other than for the benefit of a *Deloitte Entity*, or otherwise create a conflict, or the appearance of a conflict, of interest with a *Deloitte Entity*. Such conduct shall include, but not be limited to, having an undisclosed financial interest in any vendor or supplier of a *Deloitte Entity*, accepting payments of any kind or gifts other than of a nominal value from vendors, clients or suppliers, or having an undisclosed relationship with a family member or other individual who is employed or associated with any entity in active or potential competition with a *Deloitte Entity*, and which creates a conflict of interest. I represent and warrant that I am not currently aware of any present or past violation of this provision.

**8. Authorization to Access Systems and Electronic Communications and use of Deloitte Property.** I understand that while employed with a *Deloitte Entity*, I will use and have access to the Systems. I also acknowledge that a *Deloitte Entity* has the right at any time to access, retrieve, delete, monitor, examine, use and/or disclose my Electronic Communications and information from (or about) me and the content, without notice to me, and that such *Electronic Communications* are considered part of a *Deloitte Entity's* business and client records and are not to be considered private or personal to me or any other *Personnel*. I further acknowledge that this right extends to *Electronic Communications* transmitted for either a business or personal purpose.

I agree that I am authorized to access the *Systems* only for approved business purposes and occasional personal use if such use does not interfere with my work responsibilities and other required business activities, business operations, or *Systems* performance. However, I also acknowledge that such occasional personal use does not create an expectation of privacy as to any of my personal *Electronic Communications* and, as such, are *Deloitte Property*.

I further acknowledge that I am not authorized to use the *Systems* for personal gain or any illegal or unethical use. I agree that under no circumstances am I authorized to access any of the *Systems* for the purpose of obtaining *Deloitte Property* for a competitor of a *Deloitte Entity*, transmitting *Deloitte Property* to me (e.g., emailing *Confidential Information* to my personal email address) or to a third party for purposes other than furthering the business objectives of a *Deloitte Entity*. I am not authorized to download a *Deloitte Entity's Confidential Information* or other *Deloitte Property* to removable media such as a CD Rom, disk or thumb drive other than as authorized for furthering the business objectives of a *Deloitte Entity*.

I will be responsible for the safe keeping and return in good condition and order of all the *Deloitte Property* that may be in my use, custody, care or charge. For the loss of any *Deloitte Property* in my possession or custody or for which I have been assigned responsibility, the Employer will have a right to assess on its own basis and recover from me, the damages in respect of such materials (out of the amounts due to me or otherwise) and to take such other legal action as it deems appropriate including termination of my employment without notice or payment in lieu thereof in the event of my failure to account for such material or property to its satisfaction.

**9. Security.** I am provided with a worktable and lockable storage space. I will ensure they are locked when unattended and understand that a duplicate key will only be provided if I sign for it. I am required to display my identity card to the appropriate security personnel on demand and at all times within the office premises.

#### **10. Ownership of Works.**

a. I agree that the Employer owns all rights, title and interest in and to all *Works*.

- b. I agree that all *Works* are deemed works made for hire under India copyright or applicable laws or equivalent laws of any applicable foreign jurisdiction, and all *Intellectual Property Rights* therein vest automatically in the Employer upon creation of the *Works*. I agree that, to the extent any *Work* is held not to be a work made for hire, I hereby irrevocably assign all *Intellectual*

*Property Rights* in the *Work* to the Employer. Notwithstanding anything contained in Section 19(4) of the Indian Copyright Act, 1957, I agree that such assignment shall continue to be in force for perpetuity irrespective of whether or not the Employer exercises its rights as the assignee for any period of time.

- c. I will at all times, even after termination of my *Employment*, do whatever the Employer reasonably requests of me, at the Employer's expense, to document the assignment of any *Works* to the Employer or to assist the Employer in pursuing, renewing, extending or assigning any *Intellectual Property Rights*, and otherwise perfecting, protecting and enforcing said *Intellectual Property Rights* in, any *Works*. I agree that, as between me and the Employer, the Employer shall be the sole author, inventor, and owner of all such *Works* and *Intellectual Property Rights* therein throughout the world, and that the Employer shall have the sole right to seek copyright registrations, patents or trademark registrations, including all extensions and renewals thereof. I also hereby agree that I waive all moral rights in any *Works*.

I also agree to assign all my right, title and interest in and to any particular *Works* to a third party as directed by the Employer.

In the event the Employer is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraphs, I hereby irrevocably designate and appoint the Employer and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and in my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraphs with the same legal force and effect as if executed by me. I hereby waive any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any *Works* assigned hereunder to the Employer.

- d. During a 12 month period after termination of my *Employment*, I agree that any *Intellectual Property* I create or conceive that results from and is related to any work assigned to or performed by me for the Employer, or that was created using *Deloitte Property*, is a *Work* that is subject to Paragraph 10 (b) above. For purposes of clarification, the foregoing provision is in addition to, and not in limitation of, any rights and remedies the Employer may have under the applicable laws protecting *Intellectual Property* of the *Deloitte Entities*.

- e. I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Employer) of all *Works* developed by me during the period of my employment with the Employer, which records shall be available to and remain the sole property of the Employer at all times.

**11. Pre-existing Creations; Personal Creations.** My obligations in Paragraph 10 do not apply to *Pre-existing Creations* and *Personal Creations*. I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Creations*. I acknowledge and agree that I will not assert any ownership rights against the *Deloitte Entities*, or their respective clients, with respect to any *Pre-existing Creations* unless they appear on **Exhibit B**, and **Exhibit B** has been accepted and agreed to by an *Authorized Signatory* who has signed at the bottom of such **Exhibit B**. I further agree that I shall not use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment* without the prior written consent of an *Authorized Signatory*. To the extent that I use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment*, I agree that, except as otherwise provided in a written agreement executed by me and the Employer, I hereby grant to the Employer an irrevocable, royalty free, perpetual, fully paid up, transferable, sub-licensable license to use, reproduce, distribute, display, perform, modify and create derivative works of and otherwise exploit such *Pre-existing Creations* or *Personal Creations* for any purpose including, but not limited to, client engagements.

**12. Post- Employment Restrictions re: Clients.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or serving of certain clients related to my work for a *Deloitte Entity* would necessarily involve the unauthorized use or disclosure of *Confidential Information*, and the proprietary relationships and goodwill of the *Deloitte Entities*, and, in the case of my serving of certain clients, could compromise the full compliance of the Employer or another *Deloitte Entity* with the applicable laws, rules and regulations of a U.S. or India regulatory body or other independence-related requirement of a regulatory body. Accordingly, during the period of my *Employment* and for a period of one year thereafter, I will not, directly or indirectly, solicit or provide services to any existing client of a *Deloitte Entity* with which I had personal contact and provided services during the two-year period prior to termination of my *Employment*.

**13. Exceptions to Post- Employment Restrictions re: Clients.** I understand that the obligations of Paragraph 12 will not apply for a period of three (3) years after my start date or the date of my promotion or transfer to clients of a *Deloitte Entity* and/or certain specified kinds of services rendered to such clients that meet all of the following criteria: (a) are personal clients of mine who came to a *Deloitte Entity* solely to avail themselves of certain specified kinds of services rendered by me and only as a result of my own independent recruitment efforts, which a *Deloitte Entity* neither subsidized nor otherwise financially supported as part of a program of client development, (b) are listed on **Exhibit D** expressly by name with respect to client and with sufficient specificity with respect to the kinds of service(s) that I will be permitted to render, and (c) are

accepted and agreed to as to their listing on **Exhibit D** by an *Authorized Signatory* who has signed at the bottom of such Exhibit. I agree that after a period of three (3) years from my start date or the date of my promotion or transfer the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on **Exhibit D** to support the application of the obligations of Paragraph 12 to those clients.

**14. Future Employment with Clients.** Except as otherwise provided herein, I understand that I am not prohibited from accepting employment with a client (or an affiliate of such client) of a *Deloitte Entity*. Before entering into substantive discussions with an *Attest Client* regarding any employment opportunity, I acknowledge and agree that during my *Employment* and for five years thereafter I must first notify *Independence* and obtain prior written approval from *Independence*. I acknowledge and understand that it is the intent of the Employer to interpret and apply this provision (a) in an effort to ensure the full compliance of the *Deloitte Entities* with applicable U.S. and India laws, rules, and regulations; (b) to serve the public interest; and (c) to protect the legitimate interests of the *Deloitte Entities* or their respective *Attest Clients* under applicable U.S. or India laws, rules and regulations in a manner that is no greater than is reasonably necessary to protect such interests and without being unduly harsh and oppressive to me and my interests in future employment with an *Attest Client*. Further, I acknowledge and agree that because of, among other things, the importance of the *Deloitte Entities* remaining in compliance with applicable independence rules, such approval may be withheld by *Independence* in the event that my employment with an *Attest Client* would, in the view of Deloitte LLP, be inconsistent with applicable laws, rules and regulations or jeopardize the independence of a *Deloitte Entity* with respect to such *Attest Client*.

**15. Restrictions re: Personnel and Contractors.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or hiring or of any of its *Personnel* or contractors of the *Deloitte Entities*, or my participation in their hiring, admission or retention, would necessarily involve the unauthorized use or disclosure of *Confidential Information* or the proprietary relationships and goodwill of the *Deloitte Entities*. Accordingly, during my *Employment* and for one year thereafter, I will not, directly or indirectly, (a) solicit or attempt to solicit, or participate in the solicitation of or any attempt to solicit any *Personnel* to leave a *Deloitte Entity*, or to join any firm or business with which I may be or become affiliated; (b) participate in the hiring or admission of any *Personnel*; or (c) cause a contractor of a *Deloitte Entity* to cease providing services to, with, or on behalf of the *Deloitte Entity*.

**16. Post- Employment Restrictions re: Deloitte Property.** Upon termination of my *Employment*: (a) I will not use or disclose *Deloitte Property*, including, but not limited to, *Confidential Information* and *Works*, for any purpose; (b) I will not retain or take with me any *Deloitte Property*; (c) I will immediately deliver to a *Deloitte Entity* at any location that it designates, at my expense, within one business day after the termination of my *Employment* or on an alternate date designated by a *Deloitte*

*Entity*, any *Deloitte Property* that I may then or thereafter hold or control; and (d) I agree to allow a *Deloitte Entity* to inspect any of my personal or home computers, including smart phones, tablet computers, or any device, media or location capable of storing electronic data, to determine whether any *Deloitte Property* resides on such computers and to permit a *Deloitte Entity* to remove such *Deloitte Property*.

#### OTHER POST- EMPLOYMENT OBLIGATIONS

**17. Transition of Work and Cooperation.** Upon termination of my *Employment* for any reason, I will cooperate with a *Deloitte Entity* in all matters relating to the completion of pending work and its orderly transfer. I will also cooperate fully with a *Deloitte Entity* in connection with any threat of or actual legal proceeding against a *Deloitte Entity* or any client, customer or licensor of a *Deloitte Entity* arising out of any matter with or of which I had contact or knowledge during my *Employment*.

**18. Notification of Post- Employment Obligations.** I agree that prior to accepting employment or affiliation with another firm or business I will advise such firm or business of my duties and obligations under this Employment Agreement. After my *Employment* ends, I agree that a *Deloitte Entity* shall be permitted to advise any firm or business with which I have accepted an offer of employment or affiliation concerning my duties and obligations under this Employment Agreement.

**19. Certification.** I agree that during or after my *Employment* I will, if requested, provide written certification in such form as the Employer may require that I have complied with my obligations hereunder, including, without limitation, those obligations set forth in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15 and 16 of this Agreement.

#### OUR ENFORCEMENT RIGHTS AND REMEDIES IN THE EVENT OF A BREACH

**20. Equitable Relief and Attorney's Fees.** I acknowledge and agree that a breach of this Employment Agreement, including, but not limited to, a breach of my duties and obligations under the terms and conditions of Paragraphs 4, 5, 7, 8, 9, 10, 12, 14, 15 or 16 would cause irreparable harm to the *Deloitte Entities* and that, in addition to other remedies, the Employer on behalf of itself or another *Deloitte Entity* is entitled to a temporary restraining order, an injunction or other equitable relief to prevent any such breach. I also acknowledge that, to the extent permitted by law, a *Deloitte Entity* will be entitled to the payment of the *Deloitte Entities'* reasonable costs and attorney's fees incurred in enforcing this Employment Agreement. I also acknowledge that, to the extent permitted by law, the Employer may request that a court extend the one year period

following the termination of my *Employment*, as provided in Paragraphs 12 and 15, to correspond with the period that I participated in activities prohibited by Paragraphs 12 and 15.

**21. Liquidated Damages: Client Fees.** I agree that in the event of a breach under Paragraph 12, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

**22. Liquidated Damages: Compensation.** I agree that the precise amount of damages flowing from a breach under Paragraph 15 would be impracticable or extremely difficult to ascertain in an actual amount. Therefore, I agree that in the event of a breach under Paragraph 15, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by or owed to any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

**23. Right of Inspection.** I agree to permit the Employer (or to use my best efforts to enable the Employer) to inspect my books and records (and the books and records of any entity which employs or is associated or affiliated with me), upon request and at reasonable times, to enable the Employer to confirm the calculations described above and to verify compliance with Paragraphs 12 and 15. The Employer shall keep confidential any proprietary information obtained, except as may be necessary or desirable to enable the Employer to enforce its rights under this Employment Agreement and except as may be required by any statute, court or administrative order to decree or government ruling or regulation.

#### MISCELLANEOUS

**24. Governing Law; Choice of Forum.** This Employment Agreement is deemed to have been executed in the Employer's office in **Hyderabad, Telangana, India** and will be construed and governed in accordance with the laws of the Republic of India without regard to its conflicts-of-law principles. You agree to submit to jurisdiction before any court of record in which the Employer's office to which you were assigned is located, or in which a breach of this Employment Agreement may occur, at the election of the Employer, and you waive any right to raise questions of personal jurisdiction or venue in any action the Employer may bring against you in any such court. You further agree to accept service of process/summons/legal notice from the Employer when that process/summons/legal notice is either sent to your last known address by certified mail or served by any other means permitted under the law of the jurisdiction in which the Employer may bring an action against you.

**25. Modifications.** My obligations hereunder may not be changed or modified, released, discharged, abandoned or terminated, in whole or in part, except by an instrument in writing signed by an *Authorized Signatory*.

**26. Severability.** Every provision of this Employment Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such term or provision will be enforced to the maximum extent permitted by law and, in any event, such illegality or invalidity shall not affect the validity of the remainder of the Employment Agreement.

**27. Blue-Penciling.** If any court determines that any provision of this Employment Agreement, or any part hereof, or the application of any such provision, or any part hereof, to any person or circumstance is unenforceable or void, such court shall have the power to modify such provision, or any part hereof, to the extent necessary to render it legal and enforceable while preserving its intent, or if such modification is not possible, by substituting therefore another provision that is legal and enforceable and that achieves the same objective.

**28. Waiver.** None of my obligations under this Employment Agreement shall be deemed to have been waived by the Employer except if the giving of such waiver is contained in a written notice given to me and no such waiver shall be deemed to be a waiver of any other or further obligation I have under this Employment Agreement.

**29. Entire Agreement.** This Employment Agreement, the Employer's employment application, the Terms and Conditions of Service issued pursuant to the offer of employment and any documentation employing me or transferring me to the Employer, contain the entire understanding between me and the Employer or any other *Deloitte Entity* with respect to the subject matter hereof and supersedes all prior representations, warranties, and agreements with respect to such subject matter, and no representations, warranties or other covenants exist with respect to such subject matter that are not contained or expressly referred to herein. Notwithstanding the foregoing, any written agreement between a *Deloitte Entity* and me with respect to the subject matter hereof that was signed by me prior to the effective date of this Employment Agreement shall remain valid and enforceable according to the terms of such agreement with respect to all acts and omissions occurring prior to the effective date of this Employment Agreement. In the event of a conflict between this Employment Agreement and the employment application or any other document purporting to set forth terms and conditions of my *Employment*, this Employment Agreement will control.

**30. Transfer and Assignment.** Unless as the Employer shall otherwise determine, the rights, obligations and benefits of the Employer under this Employment Agreement, including but not limited to those rights and benefits relating to my post-Employment obligations set forth in this Paragraph 30 and in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19 and 23 above, are transferred and assigned, in whole or in part (as the Employer shall determine) and without the need for my consent

or the formality of documentation or prescribed processes, to (a) any *Deloitte Entity* in connection with my transfer to that *Deloitte Entity* or (b) any entity that acquires all or a part of the assets or business of the Employer. All provisions of this Employment Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, representatives, successors, and assigns of the Employer and me, and any *Deloitte Entity* to which I may be transferred during my *Employment*, provided, however, none of my duties or obligations under this Employment Agreement may be assigned or transferred by me to any other person or entity without the Employer's prior written approval of such assignment or transfer. Any purported assignments in violation of this Paragraph 30 shall be null and void.

**31. Headings.** The headings contained in this Employment Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Employment Agreement.

I have read the foregoing, understand it, and agree to comply with its terms.

**For Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
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Pooja Madnani

**Talent**

**Authorized Signatory**

Effective as of **November 13, 2022**, I accept all the terms and conditions of the Employer as stipulated in this Employment Agreement.

**A**

The definitions below apply to the italicized terms that appear in the Employment Agreement (including the exhibits):

**Attest Client** – attest client (or an affiliate of such client) of Deloitte & Touche LLP or a *Deloitte Entity*.

**Authorized Signatory** – a director, officer or other person who is authorized to sign on behalf of a *Deloitte Entity*.

**Confidential Information** – any information not generally known to the public, in any *Form*, that (1) relates to the operation of a *Deloitte Entity* or provides the *Deloitte Entities* with a competitive advantage, (2) consists of Personally Identifiable Information (*PII*) or other personal information about *Personnel*, client and other third party personnel, independent contractors, subcontractors, agents, vendors, suppliers or others which the Employer or another *Deloitte Entity* receives in the course of business, and (3) all other information entrusted to the Employer or another *Deloitte Entity* by clients and other third parties. *Confidential Information* includes, but is not limited to, *Intellectual Property*, supplier information, designs, business or marketing plans, forecasts and financial information, tax returns, tax identification numbers, agreements, client or prospective client lists, specific information about clients or prospective clients such as preferences for specific products and services, client or prospective client needs based on financial history and past purchases of services, client or prospective client development plans, specific rates charged to a client or offered to a prospective client and other business or client records. *Confidential Information* also includes, but is not limited to, debit or credit card information, employment applications, organization charts, performance ratings and other personnel records.

**Deloitte Entity** – the Employer, Deloitte LLP, and any corporation, company, partnership, limited liability company or other entity (a) that (i) is owned, directly or indirectly, in whole or in part, by Deloitte LLP (the “Deloitte U.S. Firms”), including but not limited to Deloitte LLP subsidiaries in India, the Deloitte Touche Tohmatsu verein, Deloitte Global Services Limited, Deloitte Global Services Holdings Limited, Deloitte Touche Tohmatsu Limited (“DTTL”) or any member firm of DTTL or affiliate thereof (collectively, the “DTTL Member Firms”) or (ii) controls, is controlled by or is under common control with any of the entities listed in clause (i); or (b) in which any *Personnel* participated on its behalf, or carried out any duties with respect to its affairs. For purposes of this Employment Agreement, the term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract, or otherwise.

**Deloitte Property** – *Confidential Information*, *Systems*, equipment, debit and credit cards issued in connection with my *Employment*, furniture, facilities and any and all other materials owned, licensed or leased by a *Deloitte Entity*, including, without limitation, computerized or electronic information and all copies thereof in any form or media, created by, furnished to, obtained by or prepared by me in the course of my employment in any capacity.

**Deloitte India (Offices of the US)** - The following companies shall be deemed to be the affiliates of each other and are collectively referred to as Deloitte India (Offices of the US): (i) Deloitte Consulting India Private Limited (ii) Deloitte Tax Services India Private Limited (iii) Deloitte Support Services India Private Limited (iv) Deloitte Financial Advisory Services India Private Limited and (v) Deloitte & Touche Assurance & Enterprise Risk Services India Private Limited.

**Electronic Communications** – all text, audio, video, images, information, data, files and attachments created, displayed, sent, received, posted, accessed or stored, whether deleted or not, by means of the *Systems*.

**Employment** – the nature of my relationship with the Employer or a *Deloitte Entity* pursuant to this Employment Agreement. Alternatively, and depending on context, *Employment* is the period of time during which this relationship persists.

**Form** - paper, computer disc, USB drive, website; any other tangible or electronic medium by which information may be stored or accessed; and human memory.

**Independence** – National Office (Independence) of Deloitte LLP.

**Intellectual Property** - works of authorship (including, without limitation, books, articles, data compilations, software and other copyrightable materials), materials, patents, inventions, designs, techniques, methodologies, processes, discoveries, know-how, ideas, trade secrets, moral rights, trademarks and other indicia of origin together with the goodwill therein, and all patent applications, copyright and trademark applications and registrations, and extensions and renewals thereof, throughout the world.

**Intellectual Property Rights** – all rights, title and interest in Intellectual Property.

**PCAOB** – the United States Public Company Accounting Oversight Board.

Off.: Floor 10, Deloitte Tower 1, Survey No. 41, Gachibowli Village, Ranga Reddy District, Hyderabad

**EXHIBIT**

**Personal Creations** – *Intellectual Property* that meet all of the following criteria: (1) it is conceived, developed, and created by me on my own time without using *Deloitte Property* or *Personnel* (during work hours), facilities, *Confidential Information* or *Works* of a *Deloitte Entity*, (2) it is unrelated to the actual or reasonably anticipated business or research and development of a *Deloitte Entity*, and (3) it does not result from any work performed by me and the *Personnel* (during work hours) for a *Deloitte Entity*.

**Personnel** – partners, principals, members, officers and employees of a *Deloitte Entity*.

**PII** – information (excluding business contact information such as an individual's name and one or more of the following: organization name, organizational title, organizational role, business address, business telephone number (including business cell phone number and business email address) relating to an identified or identifiable natural person. An identifiable natural person is a natural person who can be identified, directly or indirectly, by reference to an identification number or factors specific to his or her physical, physiological, mental, economic, cultural or social identity. Set forth below is a non-exclusive list of information that constitutes PII when such information relates to an identified or identifiable natural person:

- Account number (bank account, credit card, etc.)
- Address
- Biometric identifier
- Certificate or license number
- Date of birth
- Government identifiers (such as PAN)
- Name\*
- Personnel Number
- Photograph or video identifiable to an individual
- Vehicle identifier or serial number
- Other information related to an individual that may directly or indirectly identify that individual (e.g., salary, performance rating, purchase history, call history, etc.)

\* Note: When an individual's name is used with PII that is not business contact information, it is included in the definition of PII.

**Pre-existing Agreements or Arrangements** – agreements or arrangements that (1) relate to any *Pre-existing Creations*; or (2) may affect my ability to comply with the requirements of this Employment Agreement, including all contractual and other restrictions or obligations with other parties, including any post-employment restrictions and required notifications to the extent applicable under 18 United States Code §207, CFR 3.104-4, and India laws, rules and regulations that may or will impose limitations on my professional activities during my *Employment* (such as any non-compete agreements with prior employers and the one-year ban on lobbying contacts).

**Pre-existing Creations** – any *Intellectual Property* and *Intellectual Property Rights* that were developed or created by me, alone or with others, or otherwise acquired by me, before the period of my employment in any capacity with the Employer, in which I claim any ownership or right.

**Proceedings** – past or pending (1) actual or threatened claims or complaints of, or arising out of service to, present or former clients, (2) regulatory, self-regulatory, disciplinary, administrative, civil or criminal investigations, inquiries, charges, complaints, actions, sanctions, alternative dispute resolution proceedings, other proceedings or matters (other than criminal proceedings which relate solely to the operation of a motor vehicle) of any kind or nature, in India or any other jurisdiction, against me, including criminal proceedings arising out of my provision of professional services, proceedings brought by a professional association, or proceedings involving the Securities and Exchange Board of India, United States Securities and Exchange Commission or the PCAOB, other professional bodies like the Institute of Chartered Accountants of India or (3) matters of any kind or nature which could adversely affect my association with the Employer or my ability to perform my duties or responsibilities to the Employer, whether set forth in this Employment Agreement or otherwise, or my registration with or licensure by any governmental, quasi-governmental, or other regulatory agency, body or entity, in or outside the United States or India.

**Systems** – the communications systems or any part of such systems that a *Deloitte Entity* owns, licenses or operates and approves for use, including, but not limited to, e-mail, text messaging, Lotus Notes, Deloitte Online (eRoom), instant messaging, local area network, wide area network, Intranet (e.g., DeloitteNet, D Street), Internet, extranet, collaborative tools (e.g., blogs, wikis, etc.), laptop and desktop computers, servers, air cards, Personal Digital Assistants, cell phones, telephones and voicemail.

**Works** – all *Intellectual Property*, in any *Form*, created by me, alone or with others, during the period of my *Employment* that (1) is created within the scope of my *Employment*; (2) relates in any manner to the actual or anticipated business, research, or development of a *Deloitte Entity*; (3) results from any work assigned to or performed by me, alone or with others, for the Employer; or (4) is created with the use of *Deloitte Property*. **B**

**Pre-existing Creations; Pre-existing Agreements or Arrangements**

I understand and agree that the Employer makes no attempt to verify my claim of ownership to any of the *Pre-existing Creations* listed, and makes no admission that any *Pre-existing Creations* listed are owned by me.

[If yes, please enter details below]

Yes, I do have *Pre-existing Creations*,  
*Pre-existing*  
*Agreements or Arrangements*

X No, I do not have *Pre-existing*  
*Creations, Pre-existing Agreements or*  
*Arrangements*

**Title**

**Date**

**Brief Description**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Print)

ACCEPTED AND AGREED TO:

**Deloitte Tax Services India Private  
Limited**

DocuSigned by:

  
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Pooja Madnani

**Talent**

*Its: Authorized Signatory*

listed pursuant to Paragraphs 2 and 11 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment made in light of Paragraph 2 that *Pre-existing Creations*, if any, are described and explained in sufficient detail so that the likelihood of confusion between the employee's *Pre-existing Creations* and the Intellectual *Property* of a *Deloitte Entity* can be avoided or minimized in the future and further indicates that the *Pre-existing Agreements or Arrangements* have been obtained and reviewed and that the *Authorized Signatory* is satisfied that such *Pre-existing Agreements or Arrangements* will not interfere with the employee's ability to comply with the requirements of this Employment Agreement.

Off.: Floor 10, Deloitte Tower 1, Survey No. 41, Gachibowli Village, Ranga Reddy District, Hyderabad

\_\_\_\_\_  
C

**Proceedings**



**EXHIBIT**

[none, unless otherwise specified]

Yes, I do have *Proceedings* to report

X No, I do not have *Proceedings* to report

My signature below certifies that to the best of my knowledge, the information I have provided above, pursuant to Paragraph 3, is complete and accurate.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

**Exceptions to Post-Employment Restrictions: re: Clients**

[none, unless otherwise specified]

As specified in Paragraph 13, I agree that after a period of three (3) years from my start date or the date of my employment, as the case may be, the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on Exhibit D to support the application of the obligations of Paragraph 12 to those clients.

Yes, I do have  
Post-Employment Restrictions re: Clients

X No, I do not have  
Post-Employment Restrictions re: Clients

Name of ClientSpecified Kind of Services(s) Permitted

ACCEPTED AND AGREED TO:

**Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
 2B8F65B8ECE5489...

Pooja Madnani

**Talent**

Its: Authorized Signatory

Date

I have read and understood the above policy terms.

A n *Authorized Signatory's* signature is required only if information is provided pursuant to Paragraph 13 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment that criteria in Paragraph 13 have been fully satisfied, the clients listed have been properly identified, and the kinds of services permitted have been described with sufficient specificity.

**Terms and Conditions of Service**

In continuation to our offer of employment with **Deloitte Tax Services India Private Limited** (the "Employer"), please note the terms and conditions of service.

The italicized terms in these Terms and Conditions of Service are defined in **Exhibit A** of the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement hereto.

**Terms of Service****1. COMPLIANCE WITH INDEPENDENCE, ETHICS AND OTHER REQUIREMENTS**

Deloitte & Touche LLP performs attest services for certain of its clients and is subject to the independence requirements of, among others, the United States Securities and Exchange Commission (SEC), the United States Public Company Accounting Oversight Board (PCAOB), and the American Institute of Certified Public Accountants (AICPA). These requirements mandate that certain of the Employer's employees and their relatives be independent of some or all of such attest clients and their affiliates in accordance with the policies of Deloitte LLP and its subsidiaries (the "Deloitte US Entities").

Upon joining the Employer, you will be asked to review a listing of the attest clients and the affiliates of such clients of certain of the Deloitte US Entities and disclose relationships or financial holdings that you or your relatives may have that could affect the independence of the Deloitte US Entities. Any relationships or holdings that conflict with, among other things, the requirements of the SEC, the PCAOB or the AICPA or the independence or ethics policies of the Deloitte US Entities will need to be resolved immediately. Further, you will be required to comply with these policies throughout your career with the Employer, including, when applicable, maintaining a current list of certain of your financial interests (but not their value) in the independence tracking system.

As a condition to your joining the Employer and continued employment, you are required to complete a representation regarding your understanding of, and compliance with, independence and other matters, on a periodical basis (as requested beginning on

**EXHIBIT**

or prior to the date of you joining the Employer, annually thereafter, and upon certain changes in your role in the Employer), the details of which are provided in the independence representation. An example copy of this representation form is available for your reference on [www.deloittenet.com](http://www.deloittenet.com). The representation should be made to the best of your knowledge and ability. It is your responsibility to consult on any matter should you be uncertain or have a question. You are also requested to refer to [www.deloittenet.com](http://www.deloittenet.com) and *Independence* for more information in this respect. The representations made by you will be subject to an audit and may be reviewed by Deloitte LLP representatives and shared with certain third parties. If you are selected for such an audit, you will need to submit certain personal financial records to Deloitte LLP's internal audit team. Please be assured that Deloitte LLP fully intends to keep all information obtained through the audit process confidential and secure. You hereby give your consent to Deloitte LLP to use the information provided by you for such purposes as provided in the policies regarding independence and ethics.

In the event you (i) do not cooperate or comply with the independence requirements, or (ii) do not complete the necessary representations, or (iii) make inaccurate representation(s); you may be subject to disciplinary action including and up to termination of employment with the Employer.

Please feel free to contact or consult *Independence* should you require any further information or if you have any specific concerns in this respect.

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## **2. NON DISCLOSURE, NON SOLICIT AND INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AGREEMENT ("Employment Agreement")**

You will be expected to sign the Employer's Employment Agreement. Please contact Talent for further details.

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## **3. HARRASSMENT POLICY**

**Administrative Policy Release ("APR") 213** is the Employer's policy prohibiting harassment. Deloitte LLP's subsidiaries located in India ("Deloitte India (Offices of the US)") are committed to providing a working environment that is free from harassment based on caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis, in accordance with applicable Indian central, state or local law. Expressly forbidden are unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Depending on the circumstances, such harassment may also include conduct such as stereotyped or demeaning remarks or gestures or the display or circulation, whether in writing or electronically, of materials or pictures offensive to persons because of their caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis in accordance with applicable Indian central, state or local law. The full policy will be accessible to you on DeloitteNet after joining Deloitte U.S. India.

Off.: Floor 10, Deloitte Tower 1, Survey No. 41, Gachibowli Village, Ranga Reddy District, Hyderabad

#### 4. WORKING HOURS, HOLIDAYS, LEAVES AND MATERNITY BENEFITS

You will be provided with your standard working hours, which may vary over the course of your career. The Employer may, from time to time, subject to applicable laws, require the employee to work beyond these hours.

You shall be entitled to paid holidays and leave as per the Employer's policies.

Women employees are eligible for maternity benefits as per the recent amendments (2017) in the maternity benefit act, 1961, including having 26 weeks of maternity leave with pay, as applicable.

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#### 5. RETIREMENT AGE

The age of retirement for employees of Deloitte India (Offices of the US) is 60 years. Your employment will therefore automatically terminate at the end of the month in which you attain 60 years.

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#### 6. TRANSFERS

You may be transferred, assigned, or asked to attend training at the offices of a Deloitte Entity or its clients or third parties in India or abroad with or without additional compensation. In such an event, you will also be governed by the terms and conditions of service applicable to the transfer, assignment, or training.

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#### 7. NOTICE PERIOD FOR TERMINATION OF SERVICES

The notice period for termination of your services is **60 Days** by either side and/or salary in lieu of notice period on part of the Employer only.

The Employer expects all employees to maintain the highest standards of professional conduct at all times.

In order to assure orderly operations and provide the best possible work environment, the Employer expects you to follow rules of conduct that will protect the interests and safety of all personnel, including but not limited to the Code of Ethics and Professional Conduct.

In the event of any breach of the Code of Ethics and Professional Conduct, non-performance of a contractual obligation or the terms and conditions laid down in this Annexure, or if you engage in any misconduct whether or not in connection with or affecting the business or affairs of the Employer or the work conduct, as specified by Employer, you will be subject to disciplinary action up to and including termination of your services/ employment with the Employer without any notice or payment in lieu of notice notwithstanding any other terms and conditions stipulated herein.

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#### 8. MISCONDUCT

Misconduct may include but is not limited to:

- Irregular attendance: repeated or excessive absence, tardiness or early departures/ late comings without approval.
- Unreported or unapproved absence (including overstay of leave) for more than five consecutive days or deviation from assigned and accepted schedule for more than five days.
- Falsification or manipulation in background verification process or employment records, employment information, or other records prior to or after joining the Employer.
- Falsification or manipulation of Deloitte Time & Expense (DTE).
- Knowingly providing false statements, either verbally or in written form.
- Neglect of normal duties and functions.

- Practices such as reading personal materials during working time, having obscene or inappropriate posters or screen savers at your work station, playing games at your work station, etc.
- Continued discharge of work functions that do not meet the standards reasonably expected.
- Breach of the confidentiality provision in the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement including disclosing to any unauthorized person any *Confidential Information* or *PII*.
- Willful insubordination or disobedience, whether or not in combination with another, of any lawful and reasonable instructions of any member of management or any authorized person.
- Engaging in unapproved outside employment and activities as defined in APR 218 (US & IND) ([https://deloitte.net.deloitte.com/About/Policies/Admin/Pages/218\\_OutsideEmploymentActivities\\_US.aspx](https://deloitte.net.deloitte.com/About/Policies/Admin/Pages/218_OutsideEmploymentActivities_US.aspx)).
- Installing, downloading, copying or duplicating any unauthorized or unlicensed software, programs, games, or attachments on any computer system of the Employer or of any *Deloitte Entity* or its clients.
- Engaging in any illegal activities.
- Workplace violence, including threats of physical violence.
- Corporate credit card delinquencies.
- Causing damage to the property of the Employer, any *Deloitte Entity*, its clients, or their respective personnel
- Going on or abetting a strike in contravention of any law.
- Theft of any property belonging to another, the Employer or any *Deloitte Entity*, or their respective personnel, clients, or visitors
- Possession of firearms, explosives, knives or any instruments that can be used as an injurious or deadly weapon in the workplace or at any *Deloitte Entity* sponsored event.
- Corruption, fraud, or misappropriation of funds.
- Failure to comply with the policies, guidelines, rules and regulations of the Employer or a *Deloitte Entity* as applicable.
- Excessive personal use of the Employer's telephone, fax or computer systems.
- Failure to adhere to applicable laws.
- Any act prejudicial to or in conflict with the interests of the Employer or a *Deloitte Entity*.

The above terms and conditions are based on, and should be read in conjunction with, the Employer's policies, guidelines, procedures and other rules currently applicable, including but not limited to Administrative Policy Releases (APRs) and Deloitte India (Offices of the US)'s other policies, guidelines, rules, and regulations. The above rules are subject to amendments from time to time and the amended rules, policies, procedures, and guidelines would be posted on the Employer's Intranet site i.e. <https://deloitte.net.deloitte.com/Pages/Home.aspx> for employee reference. The policies will be updated from time to time in the future and we deem to have your consent to any and all such changes. Furthermore, upon acceptance of employment with the Employer, you may be requested to read and acknowledge acceptance of various policies and guidelines of the Employer. It is expected that you will read and acknowledge all such communications.

Effective as of **November 13, 2022**, I accept all the terms and conditions of the Employer as stipulated in these Terms and Conditions of Service.

Signature

Name

**Training Agreement****Dear :**

On behalf of **Deloitte Tax Services India Private Limited**, please accept our congratulations on your recent offer of employment to join the Company as **Tax Consultant I** pursuant to the terms and conditions of your offer letter dated **November 13, 2022**. You made a very favorable impression with everyone you met and we are excited about the possibility of you joining the Company.

As you may be aware, as a condition of employment with the Company, you may be required to travel Overseas to attend a series of training sessions for a period of up to 90 days. This training will be a combination of classroom procedural training as well as on-site training to observe employees conducting similar work at various client locations. This training represents the confidence we have in your ability to be a valuable member of the practice of the Company.

As per Company policy, we kindly bring to your attention that all employees attending training overseas are required to sign a Training Agreement which will obligate the employee to repay a calculated amount of the costs associated with the training, only if the employee resigns his/her position or are terminated for cause within a specified period after completion of the training (usually between 6 to 18 months). This repayment obligation disappears after the specified period of time has lapsed. We all look forward to seeing you again soon and having you join our team of outstanding professionals.

Sincerely,

For

**Deloitte Tax Services India Private Limited**

DocuSigned by:

*Pooja Madhuni*

By:

2B8F65B8ECE5489...

Signature

**Authorized Signatory**



**Offer: Computer Consultancy**  
**Ref: TCSL/DT20228278601/Bangalore**  
**Date: 8/9/2022**

Dear PRAMOD KUMAR S B

**Sub: Letter of Offer**

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade **Y**. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be **350000/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year. Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &



Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

## **COMPENSATION AND BENEFITS**

### **BASIC SALARY**

You will be eligible for a basic salary of `14,784/- per month.

### **BOUQUET OF BENEFITS (BoB)**

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

#### **1. House Rent Allowance (HRA)**

Your HRA will be `5,914/- per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

#### **2. Leave Travel Allowance**

You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

#### **3. Food Card**

You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias. As per the Pre-Defined structure you will be eligible for a Food Card with an amount of `500/- being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.





## **PERFORMANCE PAY**

### **Monthly Performance Pay**

You will receive a monthly performance pay of `1,700/-. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

### **Quarterly Variable Allowance**

Your variable allowance will be `600/- per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

## **CITY ALLOWANCE**

You will be eligible for a City Allowance of `200/- per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

## **XPLORE/ LEARNING INCENTIVES**

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

## **OTHER BENEFITS**

### **Health Insurance Scheme**

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:



## **1. Basic Cover**

i. Entitlement - Includes domiciliary expenses up to `6,000/- per insured person per annum and basic hospitalization expenses up to `2,00,000/- per insured person per annum.

ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

## **2. Higher Hospitalisation**

Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

i. Entitlement - You and your enrolled dependants will be entitled for `12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

## **Maternity Leave**

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother, may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

## **Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)**

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of `250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

## **Loans**

You will be eligible for loans, as per TCSL's loan policy.

## **Professional Memberships**

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.



## **RETIRALS**

### **Provident Fund**

You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

### **Gratuity**

You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

## **TERMS AND CONDITIONS**

### **1. Aggregate Percentage Requirements**

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

### **2. Pre requisites for Joining**

To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.



### **3. Training Period**

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

### **4. Working Hours**

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

### **5. Mobility**

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

### **6. Compensation Structure / Salary components**

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

### **7. Increments and Promotions**

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

### **8. Alternative Occupation / Employment**

Either during the period of your traineeship or during the period of your employment as a



confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

## **9. Confidentiality Agreement**

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

## **10. Service Agreement**

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL `50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

## **11. Work in SBWS mode**

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.

## **12. Overseas International Assignment Agreement**

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related





documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

### **13. Terms and Conditions**

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

### **14. TATA Code of Conduct**

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

### **15. Notice Period**

Upon your confirmation, this contract of employment is terminable by you by giving 90 days notice in writing to TCSL. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion.

Upon your confirmation, this contract of employment may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

It is understood, agreed and made abundantly clear herein that you shall have to necessarily work during the notice period given by TCSL under this clause, unless you are otherwise relieved by TCSL by giving you payment in lieu of notice.

Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by it at its own discretion having regard to the responsibilities shouldered by you while being in the employment of TCS.

### **16. Retirement**

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

### **17. Pre-employment Medical Certificate**

You are required to submit a Medical Certificate of Fitness (in the format prescribed by



TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

## 18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

## 19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining. If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

## 20. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)



- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :

\*There is no criminal offence registered/pending against you

\*There is no disciplinary case pending against you in the university

- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

\*PAN Card (Permanent Account Number)

\*Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)

\*Passport

\*NSR E-Card

## **21. TCS Xperience Program**

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

## **22. Letter of Appointment**

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

## **23. Rules and Regulations of the Company**

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from





time to time. The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

#### **24. Compliance to all clauses**

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

#### **25. Data Privacy Clause:**

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of overseas deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

**Withdrawal of Offer**

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

**For TATA Consultancy Services Limited**

**Girish V. Nandimath**  
**Global Head Talent Acquisition & AIP**



[Click here](#) or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary  
Annexure 2: List of TCS Xplore Centres  
Annexure 3: Confidentiality and IP Terms



## GROSS SALARY SHEET

Annexure 1

|                       |                                          |
|-----------------------|------------------------------------------|
| <b>Name</b>           | <b>PRAMO<br/>D<br/>KUMAR<br/>S B</b>     |
| <b>Designation</b>    | <b>Assistant System Engineer-Trainee</b> |
| <b>Institute Name</b> | <b>Others</b>                            |

Table 1: Compensation Details (All Components in INR)

| <b>Component Category</b>             | <b>Monthly</b> | <b>Annual</b>      |
|---------------------------------------|----------------|--------------------|
| <b>1) Fixed Compensation</b>          |                |                    |
| Basic Salary                          | 14,784         | 1,77,408           |
| Bouquet Of Benefits #                 | 7,646          | 91,752             |
| <b>2) Performance Pay**</b>           |                |                    |
| Monthly Performance Pay               | 1,700          | 20,400             |
| Quarterly Variable Allowance*         | 600            | 7,200              |
| <b>3) City Allowance</b>              | 200            | 2,400              |
| <b>4) Annual Components/Retirals</b>  |                |                    |
| Health Insurance***                   | NA             | 7,900              |
| Provident Fund                        | 1,774          | 21,289             |
| Gratuity                              | 711            | 8,533              |
| Total of Annual Components & Retirals | 2,485          | 37,722             |
| <b>TOTAL GROSS</b>                    | <b>27,415</b>  | <b>350000</b>      |
| <b>Xplore/ Learning Incentive****</b> |                | <b>Upto 60,000</b> |

# Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

\* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

\*\*The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

\*\*\* For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

\*\*\*\* Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

| <b>Component Category</b>        | <b>Monthly</b> | <b>Annual</b> |
|----------------------------------|----------------|---------------|
| House Rent Allowance             | 5,914          | 70,968        |
| Leave Travel Assistance          | 1,232          | 14,784        |
| Food Card                        | 500            | 6,000         |
| <b>GROSS BOUQUET OF BENEFITS</b> | <b>7,646</b>   | <b>91,752</b> |



## Annexure

|                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                       |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Ahmedabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Garima Park, IT/ITES SEZ, Plot # 41,<br>Gandhinagar - 382007                                                                                                                                                                                 | <b>Bangalore</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Gate 1, No 42, Think campus, Electronic City phase II,<br>Bangalore - 560100, Karnataka                                                                                           |
| <b>BUBANESHWAR</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Training Lab Venue: Barabati, IRC Block, Ground Floor,<br>Tata Consultancy Services Limited, (UNIT-II) - BARBATI<br>SEZ, IT/ITES - SPECIAL ECONOMIC ZONE (SEZ), PLOT NO.<br>35, CHANDAKA INDUSTRIAL ESTATE, PATIA,<br>Bhubaneswar - 751024 | <b>Chennai</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>415/21-24, Kumaran Nagar, Old Mahabalipuram Rd,<br>TNHB, Sholinganallur, Chennai, Tamil Nadu 600119                                                                                 |
| <b>DELHI – Gurgaon</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Block C, Kings Canyon, ASF Insignia, Gurgaon -<br>Faridabad Road, Gawal Pahari, Gurgaon - 122003,<br>Haryana                                                                                                                           | <b>DELHI – Noida</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. A-44 & A-45, Ground, 1st to 5th Floor & 10th<br>floor, Galaxy Business Park, Block - C & D, Sector - 62,<br>Noida - 201 309, UP                                      |
| <b>Guwahati</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>5th Floor, NEDFi House, G.S. Road, Dispur, Guwahati -<br>781006, Assam                                                                                                                                                                        | <b>Hyderabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Q City, Nanakramguda, Hyderabad                                                                                                                                                   |
| <b>INDORE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor,<br>Village Tigariya Badshah & Bada Bangarde, Tehsil<br>Hatod, Indore - 452018,<br>Madhya Pradesh                                                                                           | <b>KOLKATA</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Ecospace 1B building, 2nd Floor, Plot - IIF/12, New<br>Town, Rajarhat, Kolkata - 700160, West Bengal OR<br>Auditorium, 2nd Floor, Wanderers Building, Delta Park -<br>Lords |
| <b>KOCHI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>TCS centre, Infopark Road Infopark Campus, Infopark,<br>Kakkanad, Kerala 682042                                                                                                                                                                  | <b>MUMBAI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Yantra Park, Pokharan Road Number 2, TCS Approach<br>Rd, Thane, West, Thane, Maharashtra 400606                                                                                      |
| <b>NAGPUR</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,                                                                                                                                                                                         | <b>PUNE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park,<br>Hinjewadi Phase III, Pune - 411057, Maharashtra                                                                               |
| <b>Trivandrum</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Peepul Park, Technopark Campus, Kariyavattom P.O,<br>Trivandrum - 695581, India                                                                                                                                                             |                                                                                                                                                                                                                                                       |





## Annexure

### Confidentiality and IP Terms and Conditions

#### 1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.



## **2. Associate's Obligations**

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

## **3. Intellectual Property Rights**

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filing or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.



#### **4. Prior knowledge**

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

#### **5. Use of third party material**

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

#### **6. Security policies and Guidelines.**

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

#### **7. Working in SBWS Framework:**

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.



(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

## **8. Restriction on Associate's Rights**

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

## **9. No License**

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.





## 10. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

## 11. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay or omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.



(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.



## Welcome to Wipro's Work Integrated Learning Program ("WILP")

**Work Integrated Learning Programme**  
**Wipro Limited, Dodda Kannelli**  
**Sarjapur Road, Bengaluru - 560 035.**  
**Phone: (080) 28440011/12, Fax: (080) 28440256**

Dear PREETHAM NANDIPATI,

### **Sub: Enrolment letter to Wipro's Work Integrated Learning Program ("WILP") as Scholar Trainee – Work Integrated Learning Program**

Welcome to WILP!

With reference to your application, it is our pleasure to enroll you as a Scholar Trainee – Work Integrated Learning Program. This is a scholarship program customized as a robust academic and training program which will enable you to obtain M-Tech degree from one of the premier engineering institution / University in India.

The duration of the academic program shall be 48 months from the **date of enrolment to the academic program**. You will be enrolled into the academic program within 12 months from date of joining. Your date of joining will be intimated through a separate communication.

We hope you enjoy the learning with WILP and have an enriching experience being a part of Wipro Limited ("Wipro or "Company").

Please read through the terms and conditions of your enrolment as provided below.

We look forward to having a long and fruitful relationship with you at WILP, Wish you all the best!

Yours sincerely,  
For **Wipro Limited**,

**Aparna Shailen**  
**General Manager - Human Resources**

#### **Endorsement**

I accept the enrolment and the terms and conditions thereof as specified below. I shall report for undergoing study on

#### **Terms & Conditions of Scholarship**

##### **1. PROFILE:**

You have been selected to be a part of Wipro's WILP and are enrolled as a Scholar Trainee- Work Integrated Learning Program. Upon joining WILP, you will have to undergo a "Project Readiness Program" ('PRP') that prepares you to participate in projects at the Company as part of this learning program. This robust academic program will also enable you to obtain **M-Tech degree from one of the premier engineering Institution / University** upon successful completion of the course.

##### **2. DURATION:**

The duration of your academic program will be for a period of 48 months from the date of enrolment to the academic program. You will be enrolled into the academic program within 12 months from date of joining. Unless the Company extends the period of your study in writing, which is done solely at the discretion of the Company, your enrolment would automatically terminate at the end of the stated 48 months.

In case the Company extends the academic period (in writing) you will continue to be enrolled as a Scholar Trainee – Work Integrated Learning Program with WILP.

### 3. Appointment details:

We provide support to our global customers through various Company locations in India to suit customer requirements by operating 24x7. You would be operating from any of these locations and in any of the shifts, including night shift, as may be decided by the Company, keeping in mind the business needs and deliverables to customers.

### 4. Scholarship/Stipend and Benefits

During your period of enrolment, you would be entitled to a consolidated monthly scholarship.

Apart from the monthly scholarship, the Company will provide you with life & accidental insurance that would include a cover for you, the premium / cost will be taken care of by Wipro. This is a voluntary benefit offered by the Company and the details of the same are listed below.

- i. A Group Personal Accident Insurance (GPAI) coverage of **Rs.12,00,000/-**. You could also choose to get additional coverage for a nominal and highly negotiated premium. More details on the policy are available in My Policies section in myWipro, the HR portal at Wipro.
- ii. Group Life Insurance coverage of **Rs.14, 00,000/-**. This sum insured is inclusive of cover as per EDLI (Employee Deposit Linked Insurance). You can also get an extra coverage for a nominal and highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

In addition to the above, you are also eligible for medical insurance cover towards hospitalization.

You are eligible for a floater coverage of Rs.2,00,000/- per annum for family (self, spouse & children) towards hospitalization. There will be a deduction from your monthly scholarship/stipend depending on your marital/family status towards the base sum insured premium. 10% of the claim amount would need to be borne by the employee/Scholar trainee.

Base Medical insurance is to be availed by the employee as default. It is accounted for in deductions as a nominal monthly charge. Top-Up cover is voluntary and charged as applicable during renewal timelines.

If you wish to enhance the coverage, a top up cover option is also available for a highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

The below table lists down your scholarship details:

| Period      | Scholarship | ESI | Consolidated Scholarship (Rs. Per Month) |
|-------------|-------------|-----|------------------------------------------|
| First year  | 15000       | 488 | 15,488/- (*)                             |
| Second year | 17000       | 553 | 17,553/- (*)                             |
| Third year  | 19000       | 618 | 19,618/- (*)                             |
| Fourth year | 23000       | 0   | 23,000/- (*)                             |

(\*) You shall be responsible for payment of all statutory contributions, taxes, dues and levies as may be required under the relevant laws including contributions under Employees' State Insurance Corporation Act (**at 0.75% of your Scholarship**) as and when applicable to you. Such contributions, taxes, dues and levies where required, shall be deducted from your Scholarship and benefits according to applicable laws and regulations.

Your fourth-year scholarship will continue until completion of your M-Tech program. Your enrolment into the MTech academic program within 12 months from date of joining.

You shall be eligible to receive a onetime "joining bonus" of Rs.75,000 after you join Wipro along with your first month salary. All applicable taxes on the payment of this amount will be borne by you. Please note in the event you leave the organization within 12 months from the date of joining, payment processed under Joining bonus shall be recovered from the employee at the time of exit.

The enhancement of the scholarship at the end of each academic year of study will be at the discretion of the Company and subject to your satisfactory progress of study, acquisition of skills, behavior, regularity and punctuality in attendance. Your continued enrolment in the course, will be at the discretion of the Company, and is subject to satisfactory academic performance and other requirements as prescribed in the WILP portal.

In case your project performance at any stage is not found to be at par with the requirement of WILP, then you would be placed on performance improvement program (PIP). If you fail to successfully complete the PIP, the Company may at its sole discretion discontinue your enrolment in the WILP program.

#### **Book Allowance:**

A Book Allowance of Rs.1,250/- will be provided to you per semester. This allowance will be given every semester except the last semester when you will be engaged in dissertation. The allowance will be paid to you centrally along with your scholarship during the course of each semester. The allowance will be subject to tax. Book allowance is applicable and paid only when you are registered for the semester.

#### **5. Training Agreement:**

- i. This letter of enrolment is subject to the execution of a training agreement in the prescribed proforma with Wipro Limited, Sarjapur Road, Doddakannelli, Bengaluru-560035 on or before joining the program ("Training Agreement").
- ii. This Training agreement shall be for a total period of 60 Months where you will be mentored for developing your skills and knowledge. This included technical training, in various formats, both online and offline and practical experience in various projects. The Company invests on your behalf for the cost of these trainings. Should you discontinue the WILP program or your enrolment with WILP is cancelled for any reason whatsoever before the completion of 60 months from the date of joining, the training expenses of Rs.75,000/-(Rupees Seventy five thousand only) will have to be paid by you as detailed in the Training Agreement.

#### **6. PROJECT READINESS PROGRAM (PRP)**

Upon enrolment, you will have to undergo a Project Readiness Program (PRP) to prepare you to participate in projects. This is offered by Wipro's - Talent Transformation Department to all campus and off-campus selects. The broad objective of PRP is to equip you with the necessary knowledge and skills that will enable you to start working on real-life project work which is an integral part of the WILP.

#### **7. Regulations of Academic study:**

- i. You will be enrolled for M-Tech program with a renowned institution ("University") that collaborates with Wipro for WILP.
- ii. Course specialization includes but is not limited to Software Systems, Software Engineering, Information Technology, Computing Systems and Infrastructure Management, Data Analytics, IoT, Cloud, Digital & Cyber security, Embedded Systems.
- iii. Your specialization and enrolment would be decided based on prevailing business requirements and decision of the Company is final and binding.
- iv. You will not be able to change Specialization track after enrolment.
- v. Overall program duration is 4 years from date of enrolment of academic program.
- vi. As per the program structure, a WILP Scholar trainee will register and pursue 4 to 6 courses per semester over 7 semesters.
- vii. You will be required to submit a project work / dissertation in your final semester (8<sup>th</sup> semester of your program). This will enable you to advance your professional capabilities by applying concepts and techniques in projects.
- viii. Each course has multiple evaluation components. This includes an assignment component, quiz, mid-semester examination and comprehension examination. All evaluation components are mandatory for securing a pass grade in a course as prescribed by the partnering institution.

- ix. Contact classes are organized as per the handout and calendar prepared and shared by the University at the beginning of each semester. In the normal course, one session of 2 hours duration per course per contact class is organized.
- x. You will be called upon to undergo studies during the hours and days as may be fixed by the Company from time to time. Normally, the study hours would be from 9:00am to 6:00pm
- xi. The faculty will take attendance/circulate attendance sheets for every session. It is your responsibility to ensure that your attendances are recorded properly.
- xii. WILP Scholar trainees are expected to be on time for every session. Punctuality is non-negotiable and the faculty reserves the right to deny entry and attendance to late comers.
- xiii. Attending 75% of contact session is mandatory for each course to appear for examinations.
- xiv. Not attending classes for reasons like medical/on the job training /late coming/personal problems and other similar reasons would be treated as absenteeism.
- xv. Scholar trainees who fail to meet the minimum attendance criteria will not qualify for comprehension exams for any of the registered courses in that semester.
- xvi. For any reason, you are not able to meet the minimum attendance criteria or not complete the mandatory assignments / quiz / examinations in any semester, you are required to repeat the same semester as and when the next batch is organized. In such cases, rules and regulations governing academic programs at that time would be applicable. In addition, additional semesters fees are to be borne by you as prescribed by the University.
- xvii. At the end of each semester, the performance of each Scholar Trainee in a course, is specified as a letter grade which is obtained through a Relative Grading procedure
- xviii. Any Scholar trainee securing 3 or more cumulative fail grade at any point in time will be expelled from WILP Program.
- xix. The 8th semester of study is fully devoted for dissertation / project work
- xx. If a Scholar trainee's CGPA is less than 5.5, the Scholar trainee will not be permitted to register for the dissertation. He/she has to re-appear for exams and secure a CGPA of 5.5 before taking up the dissertation. Also, a Scholar trainee with an E grade in any course will not be permitted to register for the Dissertation
- xxi. Project / Dissertation work has to be carried out by each individual separately. Teamwork is not permitted.
- xxii. The dissertation has to be completed strictly as per the guidelines that are outlined by collaborating institution.
- xxiii. WILP Scholar trainees are expected to maintain decorum and discipline in line with Wipro's professional work culture and environment.
- xxiv. In cases where a Scholar trainee deviates from the expected behaviour as prescribed by the WILP and partnering institution from time to time , strict action will be taken and the decision of the WILP Team / faculty /, University would be final and binding.
- xxv. Breach of integrity will be dealt with sternly. Such Scholar trainees will be asked to discontinue their studies and also expelled from WILP program.
- xxvi. On successful completion of the study, you will be eligible to receive the M-Tech degree from the collaborating University, in recognition of your successfully completing the course.
- xxvii. All Scholar trainees of the WILP will be given testimonials at the end of the successful completion of the M-Tech degree program. The testimonial contains the timeline in the WILP and the kind of project works carried during this opportunity.

Mode of contact session, examination pattern and other academic program norms are subject to change based on the prevailing situation / University norms declared from time to time. Decision of the University would be final and binding.

## **8. Conflict of Interest:**

- i. During your enrolment period with the WILP, you will focus exclusively on the requirements of the program. In addition to your study and academic requirements, you are required to engage yourself exclusively in the work assigned by Wipro and shall not take up any independent or individual assignments (whether part time or full time, in an advisory capacity or otherwise) directly or indirectly without the express written consent of Head /

## Manager of WILP Academy

- ii. You shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any person who is involved in activities, which are or shall be in conflict with the interests of Wipro.
- iii. The Conflict of Interest Policy also refers to the need on your part, during your enrolment and for a period of one year from the cessation of your enrolment with WILP (irrespective of the circumstances of, or the reasons for, the cessation) not to solicit, induce or encourage:
  - a. Any student/scholar trainee of the WILP to abandon /withdraw their enrolment with the program or to accept enrolment and/or employment with any competitor, supplier or any customer with whom you have a connection.
  - b. Any employee of Wipro to terminate their employment with Wipro or to accept employment with any competitor, supplier or any customer with whom you have a connection.
  - c. Any customer or vendor of Wipro to move their existing business with Wipro to a third party or to terminate their business relationship with Wipro.
  - d. Any existing employee and/or student of WILP to become associated with, or perform services of any type for any third party.
- iv. In case of any conflict or doubt, please discuss the matter with Head / Manager of WILP, to understand Wipro's position on this and resolve the conflict.

## 9. Obligation and Responsibilities:

- i. During the study period you will be governed by the WILP regulations and instructions as may be modified, from time to time, in relation to conduct, discipline and other matters.
- ii. During your study as part of WILP, Company expects you to undergo study in the area in which you are placed, with a high standard of initiative and efficiency. This is critical and Company has zero tolerance towards any deviations.
- iii. You would not be allowed to seek membership of any local or public body without the written approval from the Head / Manager of WILP.
- iv. During the study period and thereafter, you would not be allowed to give out to anyone in writing or by word of mouth or otherwise, particulars or details of work - process, technical know-how, research carried out, security arrangements, or administrative and/or organizational matters of confidential or secret nature which you may come across during your academic study or become known to you by virtue of your undergoing study under WILP or otherwise.
- v. You are bound by all regulations, instructions and policies of the WILP and Wipro. These are updated / modified on a periodic basis and new policies may be introduced and notified to Scholar trainees from time to time and you will be bound to comply with the same.
- vi. In consideration of the opportunities, trainings and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by WILP/Wipro and in the course of your association with WILP. This covenant shall endure during your association and beyond the cessation of your association with WILP (irrespective of the circumstances of, or the reasons for, the cessation).
- vii. In connection with your association with Wipro as part of the WILP and during the term of your association upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business or academic session hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

During the period of academic study, if you develop or conceptualize inventions, ideas, concepts, discoveries, techniques and improvements (including without limitation computer software) solely or jointly with others in relation to the operation of the WILP / Wipro, such developments will be fully communicated to the WILP academy and will be the sole intellectual property of Wipro. You agree to cooperate in the execution of documents to facilitate the assignment of such intellectual property when required.

## 10. Confidentiality:

- i. In consideration of the opportunities, training and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by Wipro and in the course of your enrolment. This covenant shall endure during your enrolment and beyond the cessation of your enrolment with Wipro (irrespective of the circumstances of, or the reasons for, the cessation).
- ii. During your training on projects at Wipro, you will be expected not to use or disclose any confidential information, including trade secrets, of any former employer (if any) or other person with whom you have an obligation of confidentiality and by signing below you affirm that you have no conflicting obligations or non-compete agreements that would prevent you from working without limitation for Wipro.

## **11. Assignment of Intellectual Property**

In connection with your enrolment and during the term of your enrolment, upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

## **12. Posting**

During the initial study period, initially you would be made familiar with Wipro, but you may if needed be re-assigned or transferred to another division, department, establishment or new location where Wipro, has its office or operation and WILP classes are running in the particular location, in India, without enhancing the scholarship amount. On placement of this nature, you will also be governed by the disciplinary rules and regulations as applicable in that unit/branch. You may also be placed in any sister company of Wipro, for practical studies.

## **13. Misconduct:**

- i. In case you are charged with any misconduct or disciplinary issue during your study period, your enrolment with WILP may be temporarily placed on suspension without payment of scholarship amount, for such period as Wipro may deem fit. If the charges against you are proved to be true, your enrolment may be immediately cancelled, without any notice or payment of scholarship in lieu of notice notwithstanding any clause of this letter of enrolment. It is clarified that this clause is without prejudice to Wipro's rights to enforce the Training Agreement duly signed by you even after cancellation of your enrolment for whatever reasons as the case may be.
- ii. Notwithstanding the condition regarding written notice of termination and without prejudice to Wipro's right to enforce the Training agreement, Wipro shall have the right to terminate your academic study without any notice or payment of scholarship in lieu thereof, if any declaration given or information furnished by you to WILP/ Wipro is found to be false or if you are found to have willfully suppressed any material information.

**Please note that at any stage, whether during your selection process or upon enrolment with the WILP, if it is brought to our notice that you have indulged in malpractices or used illegal means to clear your online assessment, Wipro shall withdraw or revoke the enrolment and cancel the same with immediate effect and we reserve our rights to take suitable action against you as we may deem fit.**

## **14. Cancellation of Enrolment:**

Notwithstanding any of the clauses of this letter of enrolment, Company reserves the right at its sole discretion to cancel this enrolment during the study period without assigning any reason, by giving one month's (30 days) notice or one month's scholarship/stipend in lieu of notice.

## **15. Study Hours:**

- i. As a Scholar Trainee – Work Integrated Learning Program, you will be called upon to undergo studies during the hours and days as may be fixed by WILP from time to time as per the University requirements.
- ii. You would be assigned to any of the locations and any project work as part of your WILP as may be decided by the Company.
- iii. The full day lecture sessions will be held at any of Wipro's other establishments/outourced venue. You may also be called upon to attend academic study as and when required on holidays, as may be scheduled in accordance with the convenience of the organizing team of the WILP.
- iv. The university will plan contact classes in multiple format to suit the project work situations and university guidelines such as contact classes in ILT (instructor Led training) and / or VILT (virtual Instructor Led Training and Self-Directed / Recorded lecture sessions).



## 16. General:

- i. This letter of enrolment is subject to the condition that you have not provided us with any false declaration or wilfully suppressed any material information. If you have, you will be liable for cancellation of enrolment from the WILP without any prior notice.
- ii. The terms of this letter of enrolment may be specifically enforced legally, if required. In this connection, if any of the provisions of this letter are declared or found to be void or unenforceable due to any reason whatsoever, the remaining provisions of this letter shall continue in full force and effect.
- iii. These enrolment terms supersede and replace any existing agreement or understanding, if any, between Wipro and you relating to the same subject matter.
- iv. You warrant that you are not prevented by a court or by any other administrative or judicial order from enrolling under this agreement. In the event that you are not a citizen of the country of posting, you should have a valid work permit to work in the country of posting.
- v. During the period of enrolment you are required to comply with all policies of WILP and Wipro. These policies are updated / modified on a periodic basis and new policies may be introduced and notified to the Scholar Trainees from time to time. You agree to comply with all policies as modified from time to time.

## 17. On Completion/Cancellation of Academic Program:

- i. On Completion of the academic program or cancellation of your enrolment , as the case may be, you will immediately surrender to Wipro/ the Academy all specifications, formulae, documents, literature, drawings or records, etc. belonging to Wipro/ the Academy or relating to its business and shall not make or retain any copies of these items.
- ii. You are not eligible to receive testimonial certificate if you do not successfully complete the academic study in accordance with this letter of enrolment and the study scheme formulated by the Academy.
- iii. Wipro reserves the right to offer employment at its sole discretion to a Scholar trainee on successful and satisfactory completion of the academic study.

## 18. Acceptance of Enrolment Letter:

Upon accepting the above terms and conditions, you are required to return the duplicate of this letter of enrolment, duly signed by you as a token of your acceptance on the day of joining WILP program.

Please confirm that the above terms are acceptable to you and that you accept the enrolment by signing a copy of this letter of enrolment and submit the same on the date of joining.

## 19. Work Allocation:

As part of your work responsibilities, you may be assigned to work on certain projects/accounts or other assignments as may be deemed fit by the Company in its sole discretion. Refusal to accept and deliver on such assignments shall be treated as a refusal to work and may result in termination of your employment or other disciplinary action.

Yours sincerely,

For **Wipro Limited**,



**Aparna Shailen**  
**General Manager - Human Resources**

I have read, understood and agree to accept the enrolment on the terms and conditions herein.

I shall be present for the induction session on

## **ANNEXURE I**

### **CONFIRMATION ON SHARING PERSONAL INFORMATION (AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT, 2000)**

I Radheshyam Thakur, confirm that I am voluntarily sharing my Personal Information with Wipro Limited ('Wipro') being a part of WILP of Wipro for the following purposes:

- a. validating my application form and retaining records on the same for any future reference/verification;
- b. processing my application form including background verification checks;
- c. academic study related actions including record keeping, processing scholarship advance and benefits and any action required in the context of my enrolment with Wipro, being a part of WILP.

In this context, I also agree to the retention of such Personal Information by Wipro for any future reference/verification and authorize Wipro to transfer the same to a third party.

I understand that 'Personal Information' means any information, relating to me that is available with Wipro and is capable of identifying me."

## **ANNEXURE II**

I hereby confirm that I shall submit the required academic certificate including but not limited to mark sheet and Provisional or Convocation Degree Certificate within 3 months from my date of joining. I understand that my enrolment is subject to my aggregate meeting the Wipro eligibility criteria and submission of the above mentioned documents.

I hereby declare that all the particulars mentioned above are true to the best of my knowledge. In the event of my failure to submit the above mentioned documents or in case of any discrepancy, I shall be liable for termination of my enrolment with Wipro.

## **ANNEXURE – III**

### **INITIAL INDUCTION PROGRAM**

The Talent Transformation team at Wipro groom's campus selects to help them face the challenges of the corporate world.

A holistic 360 degree approach to training is adopted and helps them hone their fundamental computer skills followed by insights into Wipro businesses, process, technology and behavioural skills.

To understand and appreciate the mindset of the young Trainees and ensure that the transformation is smooth, the induction program is done by a team of dedicated professionals who have exposure to the academic and corporate sectors alike. Project Readiness Program (PRP) is a training program designed to address the basic learning needs of the Trainees.

#### **Corporate Readiness Program - CRP**

The CRP program is focused on making young Trainees comfortable in a corporate environment. This program starts with a corporate induction.

"EMERGE" a behavioural skills building training program ensures that the fresh Trainee start feeling at ease in the "corporate world". This activity based behavioural intervention informs the new entrants about the corporate work culture and business etiquette.

#### **Technology Readiness Program - TRP**

The technology training provides critical technical skills required to work on projects allocated to Trainees and prepare to face the demands of the project world. We begin doing this by familiarizing with Wipro's businesses and work environment.

The methodology of training is "Project Based Learning" (PBL) approach, the entire learning is designed around a series of projects that the recruits are expected to complete individually by learning and applying various topics required to complete the project. Starting with individual projects, the PBL approach ends with recruits working on a team project.

## **ANNEXURE – IV**

I have read and understood the terms of my enrolment letter. I agree and acknowledge that I am a Student/Scholar trainee with Wipro's WILP. I further undertake that I shall not represent to any person within Wipro or any other third

party that I am an employee of Wipro Ltd and I fully understand that such false representation shall entail severe disciplinary action including immediate cancellation of my enrolment.

### **Travel, Accommodation, Food & Other Miscellaneous Expenses**

#### **Travel**

- i. You would be entitled for Rs. 1500 from the date of appointment as a lump sum amount that will be credited with your first month stipend. You may utilize this amount towards Travel and you would not need to submit bills towards usage of this amount.
- ii. There is no provision for reimbursement/allowance towards any expenses incurred in lieu of attending training or classes at different locations in the same city.

#### **Accommodation, Food & other Miscellaneous Expenses**

- i. You would be entitled for Rs.400 per day for 8 days (total amount of Rs.3,200) from the date of joining. You may utilize this amount towards accommodation, food & other miscellaneous expenses. This would be paid as a lump sum amount that will be credited with your first month stipend and you would not need to submit bills towards usage of this amount.
- ii. If your posting location (the location where you would be based out of after training) is different from the training location (location where you undergo initial training), you would be entitled for the following:  
  
Settlement and Miscellaneous Expenses: Rs.1200 per day for 7 days (total amount of Rs. 8,400) from the date of reporting to the posting location. You may utilize this amount towards boarding, lodging, conveyance & other miscellaneous expenses.
- iii. Any location change after reporting to posting location will be treated as relocation/transfer and will be covered under the Transfer policy for Team Rainbow. For details you can refer the policy at myWipro-> My Policies -> India->My Travel>Transfer Policy-Team Rainbow.
- iv. Campus joiners would not be eligible for accommodation at the Wipro guest houses.

**Please note in the event that the employee leaves the organization within 6 months from the date of joining, all payments processed under Joining & Relocation Entitlements shall be recovered from the employee at the time of exit.**

**Skill Preferences 1 :** [DAAI -Cloud & Digital Database](#)

**Location Preferences 1 :** [Bangalore](#)

**Skill Preferences 2 :** [CEP-SAP-ABAP](#)

**Location Preferences 2 :** [Mysore](#)

**Skill Preferences 3 :** [Python App](#)

**Location Preferences 3 :** [Chennai](#)

☒ Accept ☐ Decline

☒ **Signature** [Radheshyam Thakur 25/1/2023 10:00 PM](#)

(checking the checkbox above is equivalent to a handwritten signature)

Registered Office:

**Wipro  
Limited**

**T** :+91 (80) 2844 0011

Doddakannelli

**F** :+91 (80) 2844 0054

Sarjapur  
Road

**E** :info@wipro.com

Bengaluru  
560 035

**W** :wipro.com

India

**C** :L32102KA1945PLC020800

26168298



**Offer: Computer Consultancy**

**Ref: TCSL/DT20228278621/Bangalore**

**Date: 8/9/2022**

Dear Pritam Chaurasiya

**Sub: Letter of Offer**

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade **Y**. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be **375000/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year. Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &



Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

## **COMPENSATION AND BENEFITS**

### **BASIC SALARY**

You will be eligible for a basic salary of `14,784/- per month.

### **BOUQUET OF BENEFITS (BoB)**

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

#### **1. House Rent Allowance (HRA)**

Your HRA will be `5,914/- per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

#### **2. Leave Travel Allowance**

You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

#### **3. Food Card**

You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias. As per the Pre-Defined structure you will be eligible for a Food Card with an amount of `500/- being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.



## **PERFORMANCE PAY**

### **Monthly Performance Pay**

You will receive a monthly performance pay of `1,700/-. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

### **Quarterly Variable Allowance**

Your variable allowance will be `600/- per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

## **CITY ALLOWANCE**

You will be eligible for a City Allowance of `200/- per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

## **XPLORE/ LEARNING INCENTIVES**

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

## **OTHER BENEFITS**

### **Health Insurance Scheme**

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:



## **1. Basic Cover**

i. Entitlement - Includes domiciliary expenses up to `6,000/- per insured person per annum and basic hospitalization expenses up to `2,00,000/- per insured person per annum.

ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

## **2. Higher Hospitalisation**

Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

i. Entitlement - You and your enrolled dependants will be entitled for `12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

## **Maternity Leave**

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother, may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

## **Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)**

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of `250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

## **Loans**

You will be eligible for loans, as per TCSL's loan policy.

## **Professional Memberships**

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.





## **RETIRALS**

### **Provident Fund**

You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

### **Gratuity**

You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

## **TERMS AND CONDITIONS**

### **1. Aggregate Percentage Requirements**

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

### **2. Pre requisites for Joining**

To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.





### **3. Training Period**

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

### **4. Working Hours**

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

### **5. Mobility**

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

### **6. Compensation Structure / Salary components**

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

### **7. Increments and Promotions**

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

### **8. Alternative Occupation / Employment**

Either during the period of your traineeship or during the period of your employment as a



confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

## **9. Confidentiality Agreement**

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

## **10. Service Agreement**

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL `50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

## **11. Work in SBWS mode**

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.

## **12. Overseas International Assignment Agreement**

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related



documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

### **13. Terms and Conditions**

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

### **14. TATA Code of Conduct**

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

### **15. Notice Period**

Upon your confirmation, this contract of employment is terminable by you by giving 90 days notice in writing to TCSL. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion.

Upon your confirmation, this contract of employment may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

It is understood, agreed and made abundantly clear herein that you shall have to necessarily work during the notice period given by TCSL under this clause, unless you are otherwise relieved by TCSL by giving you payment in lieu of notice.

Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by it at its own discretion having regard to the responsibilities shouldered by you while being in the employment of TCS.

### **16. Retirement**

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

### **17. Pre-employment Medical Certificate**

You are required to submit a Medical Certificate of Fitness (in the format prescribed by



TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

## 18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

## 19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining. If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

## 20. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)



- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :

\*There is no criminal offence registered/pending against you

\*There is no disciplinary case pending against you in the university

- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

\*PAN Card (Permanent Account Number)

\*Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)

\*Passport

\*NSR E-Card

## **21. TCS Xperience Program**

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

## **22. Letter of Appointment**

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

## **23. Rules and Regulations of the Company**

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from





time to time. The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

#### **24. Compliance to all clauses**

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

#### **25. Data Privacy Clause:**

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of overseas deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

**Withdrawal of Offer**

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

**For TATA Consultancy Services Limited**

**Girish V. Nandimath**  
**Global Head Talent Acquisition & AIP**



[Click here](#) or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary  
Annexure 2: List of TCS Xplore Centres  
Annexure 3: Confidentiality and IP Terms



## GROSS SALARY SHEET

Annexure 1

|                       |                                          |
|-----------------------|------------------------------------------|
| <b>Name</b>           | <b>Pritam Chaurasiya</b>                 |
| <b>Designation</b>    | <b>Assistant System Engineer-Trainee</b> |
| <b>Institute Name</b> | <b>Others</b>                            |

Table 1: Compensation Details (All Components in INR)

| <b>Component Category</b>             | <b>Monthly</b> | <b>Annual</b>      |
|---------------------------------------|----------------|--------------------|
| <b>1) Fixed Compensation</b>          |                |                    |
| Basic Salary                          | 14,784         | 1,77,408           |
| Bouquet Of Benefits #                 | 7,646          | 91,752             |
| <b>2) Performance Pay**</b>           |                |                    |
| Monthly Performance Pay               | 1,700          | 20,400             |
| Quarterly Variable Allowance*         | 600            | 7,200              |
| <b>3) City Allowance</b>              | 200            | 2,400              |
| <b>4) Annual Components/Retirals</b>  |                |                    |
| Health Insurance***                   | NA             | 7,900              |
| Provident Fund                        | 1,774          | 21,289             |
| Gratuity                              | 711            | 8,533              |
| Total of Annual Components & Retirals | 2,485          | 37,722             |
| <b>TOTAL GROSS</b>                    | <b>27,415</b>  | <b>375000</b>      |
| <b>Xplore/ Learning Incentive****</b> |                | <b>Upto 60,000</b> |

# Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

\* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

\*\*The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

\*\*\* For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

\*\*\*\* Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

| <b>Component Category</b>        | <b>Monthly</b> | <b>Annual</b> |
|----------------------------------|----------------|---------------|
| House Rent Allowance             | 5,914          | 70,968        |
| Leave Travel Assistance          | 1,232          | 14,784        |
| Food Card                        | 500            | 6,000         |
| <b>GROSS BOUQUET OF BENEFITS</b> | <b>7,646</b>   | <b>91,752</b> |





## Annexure

|                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                       |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Ahmedabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Garima Park, IT/ITES SEZ, Plot # 41,<br>Gandhinagar - 382007                                                                                                                                                                                 | <b>Bangalore</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Gate 1, No 42, Think campus, Electronic City phase II,<br>Bangalore - 560100, Karnataka                                                                                           |
| <b>BUBANESHWAR</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Training Lab Venue: Barabati, IRC Block, Ground Floor,<br>Tata Consultancy Services Limited, (UNIT-II) - BARBATI<br>SEZ, IT/ITES - SPECIAL ECONOMIC ZONE (SEZ), PLOT NO.<br>35, CHANDAKA INDUSTRIAL ESTATE, PATIA,<br>Bhubaneswar - 751024 | <b>Chennai</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>415/21-24, Kumaran Nagar, Old Mahabalipuram Rd,<br>TNHB, Sholinganallur, Chennai, Tamil Nadu 600119                                                                                 |
| <b>DELHI – Gurgaon</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Block C, Kings Canyon, ASF Insignia, Gurgaon -<br>Faridabad Road, Gawal Pahari, Gurgaon - 122003,<br>Haryana                                                                                                                           | <b>DELHI – Noida</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. A-44 & A-45, Ground, 1st to 5th Floor & 10th<br>floor, Galaxy Business Park, Block - C & D, Sector - 62,<br>Noida - 201 309, UP                                      |
| <b>Guwahati</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>5th Floor, NEDFi House, G.S. Road, Dispur, Guwahati -<br>781006, Assam                                                                                                                                                                        | <b>Hyderabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Q City, Nanakramguda, Hyderabad                                                                                                                                                   |
| <b>INDORE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor,<br>Village Tigariya Badshah & Bada Bangarde, Tehsil<br>Hatod, Indore - 452018,<br>Madhya Pradesh                                                                                           | <b>KOLKATA</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Ecospace 1B building, 2nd Floor, Plot - IIF/12, New<br>Town, Rajarhat, Kolkata - 700160, West Bengal OR<br>Auditorium, 2nd Floor, Wanderers Building, Delta Park -<br>Lords |
| <b>KOCHI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>TCS centre, Infopark Road Infopark Campus, Infopark,<br>Kakkanad, Kerala 682042                                                                                                                                                                  | <b>MUMBAI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Yantra Park, Pokharan Road Number 2, TCS Approach<br>Rd, Thane, West, Thane, Maharashtra 400606                                                                                      |
| <b>NAGPUR</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,                                                                                                                                                                                         | <b>PUNE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park,<br>Hinjewadi Phase III, Pune - 411057, Maharashtra                                                                               |
| <b>Trivandrum</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Peepul Park, Technopark Campus, Kariyavattom P.O,<br>Trivandrum - 695581, India                                                                                                                                                             |                                                                                                                                                                                                                                                       |



## Annexure

### Confidentiality and IP Terms and Conditions

#### 1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.



## **2. Associate's Obligations**

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

## **3. Intellectual Property Rights**

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filing or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.



#### **4. Prior knowledge**

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

#### **5. Use of third party material**

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

#### **6. Security policies and Guidelines.**

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

#### **7. Working in SBWS Framework:**

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.





(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

## **8. Restriction on Associate's Rights**

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

## **9. No License**

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.



## **10. Equitable Rights**

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

## **11. General**

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay or omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.



(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.

## Training Agreement

Dear Prithviraj A Joglekar,  
#6/1-1, 1<sup>st</sup> Floor, 1<sup>st</sup> Cross, 1<sup>st</sup> Main, Near Christ School, Bharathi Layout  
SG Palya, Bangalore South, Dharmaram College, Bangalore, Karnataka– 560029

Date: 10 Feb 2022  
Ref# ZY/2022/1393

### Congratulations!!!

We are pleased to offer you training as "**Trainee – Talent Acquisition**" or in such other capacity the Management shall from time to time determine.

### TRAINING

- 1.1. Your training is effective from **02 May 2022 to 02 Nov 2022**. Post successful completion of training, you shall be designated as an **Associate Talent Acquisition**. Duties and functions of your training may be modified at the discretion of the Company from time to time.
- 1.2. This offer of training valid only till the date of joining you have accepted and committed as above, and it will automatically cease in the event of your not joining us by the said date.
- 1.3. You will perform and discharge all duties and functions assigned by the company in a faithful, competent, and professional manner.

### TRAINING PERIOD

2. As the case may be.

Your training period is of 6 months effective from **02 May 2022**. During training period, the contract can be terminated by Management based upon your performance and evaluation during the training period. The Company can at its discretion extend the training period, as it deems necessary or terminate your services.

### CODE OF CONDUCT

- 2.1. You need to maintain proper discipline and dignity and deal with all matters with sobriety. You agree to observe work timings and holidays as applicable.

### DUTIES

- 2.2. You are entrusted with duties that may be modified at the discretion of the company from time to time. You shall comply with all operating policies, procedures, and practices of the company.
- 2.3. You shall to the best of ability and experience devote your whole working time, attention and energies to the business of the company as may be necessary and shall use best endeavors to promote the interest and welfare of the Company. The Company shall be entitled to all the benefits and profits arising from such work and effort.
- 2.4. During the term of Agreement, you shall not directly or indirectly engage in any other business occupation or employment, whether or not such activity is pursued for profit, gain or other pecuniary advantage and shall not render any other commercial or professional services or participate in any other commercial activity.



## REMUNERATION

You will be entitled to a monthly stipend of ₹ 12, 000 w.e.f. post weekly scheduled training, provided you clear your evaluation during training period.

## TERMINATION

2.5. Subject to the provisions of this agreement, the contract can be terminable by you by giving **1 month of notice period** in lieu thereof.

2.6. This agreement may be terminated during its term upon the occurrence of any of the following events:

Any act of dishonesty, disobedience, insubordination, incivility, intemperance, irregularity in attendance or other misconduct or neglect of duty or consistent poor performance, or incompetence in the discharge of duty or breach of any of the terms, conditions and stipulations contained herein.

2.6.1. Divulge or disclose, either directly or indirectly, any of the Confidential Information either by way of transfer, sale, theft, misappropriation, publication, misuse or wrongful or unauthorized use of the Confidential Information or otherwise

## CONFIDENTIALITY

In consideration of the employment with the Company and the remuneration that you shall receive during the employment, you agree to the following:

2.6.2. You will not, either directly or indirectly, both during and after the Term of Agreement, without the Company's prior written permission, disclose, divulge, disseminate, publish, lecture upon, sell or transfer to any person, or permit any person to examine or make copies, of any documents, writings, drawings, materials, or records that contain or are derived from any confidential Information.

2.6.3. You will comply and do all the things necessary to permit the Company to comply, with all the applicable laws and with the provisions of the contracts executed by the Company relating to intellectual property & safeguarding of information, including the signing of any confidentiality agreements if any, required in connection with the performance of duties and function.

2.6.4. All programs, system logins, manuals, literatures etc. developed by you while in company service will always be deemed to be the sole property of the company. Also, the company would always have the sole proprietary right in any new system which you may develop while in company's service.

## Checklist before Joining.

We request you to produce us with a true copy of the below for our records.

- i. Age proof.
- ii. Identity proof
- iii. Educational certificates.
- iv. Passport size photographs

We take pleasure in welcoming you and look forward to a mutually meaningful and long association.

In token of your acceptance of this offer, kindly sign and return the duplicate copy.

Sincerely,



**Liz Tom**  
**Senior Associate HR**

I agree to accept the offer on the above-mentioned terms and conditions.

Date Signed: \_\_\_\_\_

**(Prithviraj A Joglekar)**



## Welcome to Wipro's Work Integrated Learning Program ("WILP")

**Work Integrated Learning Programme**  
**Wipro Limited, Dodda Kannelli**  
**Sarjapur Road, Bengaluru - 560 035.**  
**Phone: (080) 28440011/12, Fax: (080) 28440256**

Dear PRIYANKA SHOBI C,

### **Sub: Enrolment letter to Wipro's Work Integrated Learning Program ("WILP") as Scholar Trainee – Work Integrated Learning Program**

Welcome to WILP!

With reference to your application, it is our pleasure to enroll you as a Scholar Trainee – Work Integrated Learning Program. This is a scholarship program customized as a robust academic and training program which will enable you to obtain M-Tech degree from one of the premier engineering institution / University in India.

The duration of the academic program shall be 48 months from the **date of enrolment to the academic program**. You will be enrolled into the academic program within 12 months from date of joining. Your date of joining will be intimated through a separate communication.

We hope you enjoy the learning with WILP and have an enriching experience being a part of Wipro Limited ("Wipro or "Company").

Please read through the terms and conditions of your enrolment as provided below.

We look forward to having a long and fruitful relationship with you at WILP, Wish you all the best!

Yours sincerely,  
For **Wipro Limited**,

**Aparna Shailen**  
**General Manager - Human Resources**

#### **Endorsement**

I accept the enrolment and the terms and conditions thereof as specified below. I shall report for undergoing study on

#### **Terms & Conditions of Scholarship**

##### **1. PROFILE:**

You have been selected to be a part of Wipro's WILP and are enrolled as a Scholar Trainee- Work Integrated Learning Program. Upon joining WILP, you will have to undergo a "Project Readiness Program" ('PRP') that prepares you to participate in projects at the Company as part of this learning program. This robust academic program will also enable you to obtain **M-Tech degree from one of the premier engineering Institution / University** upon successful completion of the course.

##### **2. DURATION:**

The duration of your academic program will be for a period of 48 months from the date of enrolment to the academic program. You will be enrolled into the academic program within 12 months from date of joining. Unless the Company extends the period of your study in writing, which is done solely at the discretion of the Company, your enrolment would automatically terminate at the end of the stated 48 months.

In case the Company extends the academic period (in writing) you will continue to be enrolled as a Scholar Trainee – Work Integrated Learning Program with WILP.

### 3. Appointment details:

We provide support to our global customers through various Company locations in India to suit customer requirements by operating 24x7. You would be operating from any of these locations and in any of the shifts, including night shift, as may be decided by the Company, keeping in mind the business needs and deliverables to customers.

### 4. Scholarship/Stipend and Benefits

During your period of enrolment, you would be entitled to a consolidated monthly scholarship.

Apart from the monthly scholarship, the Company will provide you with life & accidental insurance that would include a cover for you, the premium / cost will be taken care of by Wipro. This is a voluntary benefit offered by the Company and the details of the same are listed below.

- i. A Group Personal Accident Insurance (GPAI) coverage of **Rs.12,00,000/-**. You could also choose to get additional coverage for a nominal and highly negotiated premium. More details on the policy are available in My Policies section in myWipro, the HR portal at Wipro.
- ii. Group Life Insurance coverage of **Rs.14, 00,000/-**. This sum insured is inclusive of cover as per EDLI (Employee Deposit Linked Insurance). You can also get an extra coverage for a nominal and highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

In addition to the above, you are also eligible for medical insurance cover towards hospitalization.

You are eligible for a floater coverage of Rs.2,00,000/- per annum for family (self, spouse & children) towards hospitalization. There will be a deduction from your monthly scholarship/stipend depending on your marital/family status towards the base sum insured premium. 10% of the claim amount would need to be borne by the employee/Scholar trainee.

Base Medical insurance is to be availed by the employee as default. It is accounted for in deductions as a nominal monthly charge. Top-Up cover is voluntary and charged as applicable during renewal timelines.

If you wish to enhance the coverage, a top up cover option is also available for a highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

The below table lists down your scholarship details:

| Period      | Scholarship | ESI | Consolidated Scholarship (Rs. Per Month) |
|-------------|-------------|-----|------------------------------------------|
| First year  | 15000       | 488 | 15,488/- (*)                             |
| Second year | 17000       | 553 | 17,553/- (*)                             |
| Third year  | 19000       | 618 | 19,618/- (*)                             |
| Fourth year | 23000       | 0   | 23,000/- (*)                             |

(\*) You shall be responsible for payment of all statutory contributions, taxes, dues and levies as may be required under the relevant laws including contributions under Employees' State Insurance Corporation Act (**at 0.75% of your Scholarship**) as and when applicable to you. Such contributions, taxes, dues and levies where required, shall be deducted from your Scholarship and benefits according to applicable laws and regulations.

Your fourth-year scholarship will continue until completion of your M-Tech program. Your enrolment into the MTech academic program within 12 months from date of joining.

You shall be eligible to receive a onetime "joining bonus" of Rs.75,000 after you join Wipro along with your first month salary. All applicable taxes on the payment of this amount will be borne by you. Please note in the event you leave the organization within 12 months from the date of joining, payment processed under Joining bonus shall be recovered from the employee at the time of exit.

The enhancement of the scholarship at the end of each academic year of study will be at the discretion of the Company and subject to your satisfactory progress of study, acquisition of skills, behavior, regularity and punctuality in attendance. Your continued enrolment in the course, will be at the discretion of the Company, and is subject to satisfactory academic performance and other requirements as prescribed in the WILP portal.

In case your project performance at any stage is not found to be at par with the requirement of WILP, then you would be placed on performance improvement program (PIP). If you fail to successfully complete the PIP, the Company may at its sole discretion discontinue your enrolment in the WILP program.

#### **Book Allowance:**

A Book Allowance of Rs.1,250/- will be provided to you per semester. This allowance will be given every semester except the last semester when you will be engaged in dissertation. The allowance will be paid to you centrally along with your scholarship during the course of each semester. The allowance will be subject to tax. Book allowance is applicable and paid only when you are registered for the semester.

#### **5. Training Agreement:**

- i. This letter of enrolment is subject to the execution of a training agreement in the prescribed proforma with Wipro Limited, Sarjapur Road, Doddakannelli, Bengaluru-560035 on or before joining the program ("Training Agreement").
- ii. This Training agreement shall be for a total period of 60 Months where you will be mentored for developing your skills and knowledge. This included technical training, in various formats, both online and offline and practical experience in various projects. The Company invests on your behalf for the cost of these trainings. Should you discontinue the WILP program or your enrolment with WILP is cancelled for any reason whatsoever before the completion of 60 months from the date of joining, the training expenses of Rs.75,000/-(Rupees Seventy five thousand only) will have to be paid by you as detailed in the Training Agreement.

#### **6. PROJECT READINESS PROGRAM (PRP)**

Upon enrolment, you will have to undergo a Project Readiness Program (PRP) to prepare you to participate in projects. This is offered by Wipro's - Talent Transformation Department to all campus and off-campus selects. The broad objective of PRP is to equip you with the necessary knowledge and skills that will enable you to start working on real-life project work which is an integral part of the WILP.

#### **7. Regulations of Academic study:**

- i. You will be enrolled for M-Tech program with a renowned institution ("University") that collaborates with Wipro for WILP.
- ii. Course specialization includes but is not limited to Software Systems, Software Engineering, Information Technology, Computing Systems and Infrastructure Management, Data Analytics, IoT, Cloud, Digital & Cyber security, Embedded Systems.
- iii. Your specialization and enrolment would be decided based on prevailing business requirements and decision of the Company is final and binding.
- iv. You will not be able to change Specialization track after enrolment.
- v. Overall program duration is 4 years from date of enrolment of academic program.
- vi. As per the program structure, a WILP Scholar trainee will register and pursue 4 to 6 courses per semester over 7 semesters.
- vii. You will be required to submit a project work / dissertation in your final semester (8<sup>th</sup> semester of your program). This will enable you to advance your professional capabilities by applying concepts and techniques in projects.
- viii. Each course has multiple evaluation components. This includes an assignment component, quiz, mid-semester examination and comprehension examination. All evaluation components are mandatory for securing a pass grade in a course as prescribed by the partnering institution.

- ix. Contact classes are organized as per the handout and calendar prepared and shared by the University at the beginning of each semester. In the normal course, one session of 2 hours duration per course per contact class is organized.
- x. You will be called upon to undergo studies during the hours and days as may be fixed by the Company from time to time. Normally, the study hours would be from 9:00am to 6:00pm
- xi. The faculty will take attendance/circulate attendance sheets for every session. It is your responsibility to ensure that your attendances are recorded properly.
- xii. WILP Scholar trainees are expected to be on time for every session. Punctuality is non-negotiable and the faculty reserves the right to deny entry and attendance to late comers.
- xiii. Attending 75% of contact session is mandatory for each course to appear for examinations.
- xiv. Not attending classes for reasons like medical/on the job training /late coming/personal problems and other similar reasons would be treated as absenteeism.
- xv. Scholar trainees who fail to meet the minimum attendance criteria will not qualify for comprehension exams for any of the registered courses in that semester.
- xvi. For any reason, you are not able to meet the minimum attendance criteria or not complete the mandatory assignments / quiz / examinations in any semester, you are required to repeat the same semester as and when the next batch is organized. In such cases, rules and regulations governing academic programs at that time would be applicable. In addition, additional semesters fees are to be borne by you as prescribed by the University.
- xvii. At the end of each semester, the performance of each Scholar Trainee in a course, is specified as a letter grade which is obtained through a Relative Grading procedure
- xviii. Any Scholar trainee securing 3 or more cumulative fail grade at any point in time will be expelled from WILP Program.
- xix. The 8th semester of study is fully devoted for dissertation / project work
- xx. If a Scholar trainee's CGPA is less than 5.5, the Scholar trainee will not be permitted to register for the dissertation. He/she has to re-appear for exams and secure a CGPA of 5.5 before taking up the dissertation. Also, a Scholar trainee with an E grade in any course will not be permitted to register for the Dissertation
- xxi. Project / Dissertation work has to be carried out by each individual separately. Teamwork is not permitted.
- xxii. The dissertation has to be completed strictly as per the guidelines that are outlined by collaborating institution.
- xxiii. WILP Scholar trainees are expected to maintain decorum and discipline in line with Wipro's professional work culture and environment.
- xxiv. In cases where a Scholar trainee deviates from the expected behaviour as prescribed by the WILP and partnering institution from time to time , strict action will be taken and the decision of the WILP Team / faculty /, University would be final and binding.
- xxv. Breach of integrity will be dealt with sternly. Such Scholar trainees will be asked to discontinue their studies and also expelled from WILP program.
- xxvi. On successful completion of the study, you will be eligible to receive the M-Tech degree from the collaborating University, in recognition of your successfully completing the course.
- xxvii. All Scholar trainees of the WILP will be given testimonials at the end of the successful completion of the M-Tech degree program. The testimonial contains the timeline in the WILP and the kind of project works carried during this opportunity.

Mode of contact session, examination pattern and other academic program norms are subject to change based on the prevailing situation / University norms declared from time to time. Decision of the University would be final and binding.

## **8. Conflict of Interest:**

- i. During your enrolment period with the WILP, you will focus exclusively on the requirements of the program. In addition to your study and academic requirements, you are required to engage yourself exclusively in the work assigned by Wipro and shall not take up any independent or individual assignments (whether part time or full time, in an advisory capacity or otherwise) directly or indirectly without the express written consent of Head /

## Manager of WILP Academy

- ii. You shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any person who is involved in activities, which are or shall be in conflict with the interests of Wipro.
- iii. The Conflict of Interest Policy also refers to the need on your part, during your enrolment and for a period of one year from the cessation of your enrolment with WILP (irrespective of the circumstances of, or the reasons for, the cessation) not to solicit, induce or encourage:
  - a. Any student/scholar trainee of the WILP to abandon /withdraw their enrolment with the program or to accept enrolment and/or employment with any competitor, supplier or any customer with whom you have a connection.
  - b. Any employee of Wipro to terminate their employment with Wipro or to accept employment with any competitor, supplier or any customer with whom you have a connection.
  - c. Any customer or vendor of Wipro to move their existing business with Wipro to a third party or to terminate their business relationship with Wipro.
  - d. Any existing employee and/or student of WILP to become associated with, or perform services of any type for any third party.
- iv. In case of any conflict or doubt, please discuss the matter with Head / Manager of WILP, to understand Wipro's position on this and resolve the conflict.

## 9. Obligation and Responsibilities:

- i. During the study period you will be governed by the WILP regulations and instructions as may be modified, from time to time, in relation to conduct, discipline and other matters.
- ii. During your study as part of WILP, Company expects you to undergo study in the area in which you are placed, with a high standard of initiative and efficiency. This is critical and Company has zero tolerance towards any deviations.
- iii. You would not be allowed to seek membership of any local or public body without the written approval from the Head / Manager of WILP.
- iv. During the study period and thereafter, you would not be allowed to give out to anyone in writing or by word of mouth or otherwise, particulars or details of work - process, technical know-how, research carried out, security arrangements, or administrative and/or organizational matters of confidential or secret nature which you may come across during your academic study or become known to you by virtue of your undergoing study under WILP or otherwise.
- v. You are bound by all regulations, instructions and policies of the WILP and Wipro. These are updated / modified on a periodic basis and new policies may be introduced and notified to Scholar trainees from time to time and you will be bound to comply with the same.
- vi. In consideration of the opportunities, trainings and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by WILP/Wipro and in the course of your association with WILP. This covenant shall endure during your association and beyond the cessation of your association with WILP (irrespective of the circumstances of, or the reasons for, the cessation).
- vii. In connection with your association with Wipro as part of the WILP and during the term of your association upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business or academic session hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

During the period of academic study, if you develop or conceptualize inventions, ideas, concepts, discoveries, techniques and improvements (including without limitation computer software) solely or jointly with others in relation to the operation of the WILP / Wipro, such developments will be fully communicated to the WILP academy and will be the sole intellectual property of Wipro. You agree to cooperate in the execution of documents to facilitate the assignment of such intellectual property when required.

## 10. Confidentiality:

- i. In consideration of the opportunities, training and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by Wipro and in the course of your enrolment. This covenant shall endure during your enrolment and beyond the cessation of your enrolment with Wipro (irrespective of the circumstances of, or the reasons for, the cessation).
- ii. During your training on projects at Wipro, you will be expected not to use or disclose any confidential information, including trade secrets, of any former employer (if any) or other person with whom you have an obligation of confidentiality and by signing below you affirm that you have no conflicting obligations or non-compete agreements that would prevent you from working without limitation for Wipro.

## **11. Assignment of Intellectual Property**

In connection with your enrolment and during the term of your enrolment, upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

## **12. Posting**

During the initial study period, initially you would be made familiar with Wipro, but you may if needed be re-assigned or transferred to another division, department, establishment or new location where Wipro, has its office or operation and WILP classes are running in the particular location, in India, without enhancing the scholarship amount. On placement of this nature, you will also be governed by the disciplinary rules and regulations as applicable in that unit/branch. You may also be placed in any sister company of Wipro, for practical studies.

## **13. Misconduct:**

- i. In case you are charged with any misconduct or disciplinary issue during your study period, your enrolment with WILP may be temporarily placed on suspension without payment of scholarship amount, for such period as Wipro may deem fit. If the charges against you are proved to be true, your enrolment may be immediately cancelled, without any notice or payment of scholarship in lieu of notice notwithstanding any clause of this letter of enrolment. It is clarified that this clause is without prejudice to Wipro's rights to enforce the Training Agreement duly signed by you even after cancellation of your enrolment for whatever reasons as the case may be.
- ii. Notwithstanding the condition regarding written notice of termination and without prejudice to Wipro's right to enforce the Training agreement, Wipro shall have the right to terminate your academic study without any notice or payment of scholarship in lieu thereof, if any declaration given or information furnished by you to WILP/ Wipro is found to be false or if you are found to have willfully suppressed any material information.

**Please note that at any stage, whether during your selection process or upon enrolment with the WILP, if it is brought to our notice that you have indulged in malpractices or used illegal means to clear your online assessment, Wipro shall withdraw or revoke the enrolment and cancel the same with immediate effect and we reserve our rights to take suitable action against you as we may deem fit.**

## **14. Cancellation of Enrolment:**

Notwithstanding any of the clauses of this letter of enrolment, Company reserves the right at its sole discretion to cancel this enrolment during the study period without assigning any reason, by giving one month's (30 days) notice or one month's scholarship/stipend in lieu of notice.

## **15. Study Hours:**

- i. As a Scholar Trainee – Work Integrated Learning Program, you will be called upon to undergo studies during the hours and days as may be fixed by WILP from time to time as per the University requirements.
- ii. You would be assigned to any of the locations and any project work as part of your WILP as may be decided by the Company.
- iii. The full day lecture sessions will be held at any of Wipro's other establishments/outourced venue. You may also be called upon to attend academic study as and when required on holidays, as may be scheduled in accordance with the convenience of the organizing team of the WILP.
- iv. The university will plan contact classes in multiple format to suit the project work situations and university guidelines such as contact classes in ILT (instructor Led training) and / or VILT (virtual Instructor Led Training and Self-Directed / Recorded lecture sessions).



## 16. General:

- i. This letter of enrolment is subject to the condition that you have not provided us with any false declaration or wilfully suppressed any material information. If you have, you will be liable for cancellation of enrolment from the WILP without any prior notice.
- ii. The terms of this letter of enrolment may be specifically enforced legally, if required. In this connection, if any of the provisions of this letter are declared or found to be void or unenforceable due to any reason whatsoever, the remaining provisions of this letter shall continue in full force and effect.
- iii. These enrolment terms supersede and replace any existing agreement or understanding, if any, between Wipro and you relating to the same subject matter.
- iv. You warrant that you are not prevented by a court or by any other administrative or judicial order from enrolling under this agreement. In the event that you are not a citizen of the country of posting, you should have a valid work permit to work in the country of posting.
- v. During the period of enrolment you are required to comply with all policies of WILP and Wipro. These policies are updated / modified on a periodic basis and new policies may be introduced and notified to the Scholar Trainees from time to time. You agree to comply with all policies as modified from time to time.

## 17. On Completion/Cancellation of Academic Program:

- i. On Completion of the academic program or cancellation of your enrolment , as the case may be, you will immediately surrender to Wipro/ the Academy all specifications, formulae, documents, literature, drawings or records, etc. belonging to Wipro/ the Academy or relating to its business and shall not make or retain any copies of these items.
- ii. You are not eligible to receive testimonial certificate if you do not successfully complete the academic study in accordance with this letter of enrolment and the study scheme formulated by the Academy.
- iii. Wipro reserves the right to offer employment at its sole discretion to a Scholar trainee on successful and satisfactory completion of the academic study.

## 18. Acceptance of Enrolment Letter:

Upon accepting the above terms and conditions, you are required to return the duplicate of this letter of enrolment, duly signed by you as a token of your acceptance on the day of joining WILP program.

Please confirm that the above terms are acceptable to you and that you accept the enrolment by signing a copy of this letter of enrolment and submit the same on the date of joining.

## 19. Work Allocation:

As part of your work responsibilities, you may be assigned to work on certain projects/accounts or other assignments as may be deemed fit by the Company in its sole discretion. Refusal to accept and deliver on such assignments shall be treated as a refusal to work and may result in termination of your employment or other disciplinary action.

Yours sincerely,

For **Wipro Limited**,



**Aparna Shailen**  
**General Manager - Human Resources**

I have read, understood and agree to accept the enrolment on the terms and conditions herein.

I shall be present for the induction session on

## **ANNEXURE I**

### **CONFIRMATION ON SHARING PERSONAL INFORMATION (AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT, 2000)**

I Radheshyam Thakur, confirm that I am voluntarily sharing my Personal Information with Wipro Limited ('Wipro') being a part of WILP of Wipro for the following purposes:

- a. validating my application form and retaining records on the same for any future reference/verification;
- b. processing my application form including background verification checks;
- c. academic study related actions including record keeping, processing scholarship advance and benefits and any action required in the context of my enrolment with Wipro, being a part of WILP.

In this context, I also agree to the retention of such Personal Information by Wipro for any future reference/verification and authorize Wipro to transfer the same to a third party.

I understand that 'Personal Information' means any information, relating to me that is available with Wipro and is capable of identifying me."

## **ANNEXURE II**

I hereby confirm that I shall submit the required academic certificate including but not limited to mark sheet and Provisional or Convocation Degree Certificate within 3 months from my date of joining. I understand that my enrolment is subject to my aggregate meeting the Wipro eligibility criteria and submission of the above mentioned documents.

I hereby declare that all the particulars mentioned above are true to the best of my knowledge. In the event of my failure to submit the above mentioned documents or in case of any discrepancy, I shall be liable for termination of my enrolment with Wipro.

## **ANNEXURE – III**

### **INITIAL INDUCTION PROGRAM**

The Talent Transformation team at Wipro groom's campus selects to help them face the challenges of the corporate world.

A holistic 360 degree approach to training is adopted and helps them hone their fundamental computer skills followed by insights into Wipro businesses, process, technology and behavioural skills.

To understand and appreciate the mindset of the young Trainees and ensure that the transformation is smooth, the induction program is done by a team of dedicated professionals who have exposure to the academic and corporate sectors alike. Project Readiness Program (PRP) is a training program designed to address the basic learning needs of the Trainees.

#### **Corporate Readiness Program - CRP**

The CRP program is focused on making young Trainees comfortable in a corporate environment. This program starts with a corporate induction.

"EMERGE" a behavioural skills building training program ensures that the fresh Trainee start feeling at ease in the "corporate world". This activity based behavioural intervention informs the new entrants about the corporate work culture and business etiquette.

#### **Technology Readiness Program - TRP**

The technology training provides critical technical skills required to work on projects allocated to Trainees and prepare to face the demands of the project world. We begin doing this by familiarizing with Wipro's businesses and work environment.

The methodology of training is "Project Based Learning" (PBL) approach, the entire learning is designed around a series of projects that the recruits are expected to complete individually by learning and applying various topics required to complete the project. Starting with individual projects, the PBL approach ends with recruits working on a team project.

## **ANNEXURE – IV**

I have read and understood the terms of my enrolment letter. I agree and acknowledge that I am a Student/Scholar trainee with Wipro's WILP. I further undertake that I shall not represent to any person within Wipro or any other third

party that I am an employee of Wipro Ltd and I fully understand that such false representation shall entail severe disciplinary action including immediate cancellation of my enrolment.

### **Travel, Accommodation, Food & Other Miscellaneous Expenses**

#### **Travel**

- i. You would be entitled for Rs. 1500 from the date of appointment as a lump sum amount that will be credited with your first month stipend. You may utilize this amount towards Travel and you would not need to submit bills towards usage of this amount.
- ii. There is no provision for reimbursement/allowance towards any expenses incurred in lieu of attending training or classes at different locations in the same city.

#### **Accommodation, Food & other Miscellaneous Expenses**

- i. You would be entitled for Rs.400 per day for 8 days (total amount of Rs.3,200) from the date of joining. You may utilize this amount towards accommodation, food & other miscellaneous expenses. This would be paid as a lump sum amount that will be credited with your first month stipend and you would not need to submit bills towards usage of this amount.
- ii. If your posting location (the location where you would be based out of after training) is different from the training location (location where you undergo initial training), you would be entitled for the following:  
  
Settlement and Miscellaneous Expenses: Rs.1200 per day for 7 days (total amount of Rs. 8,400) from the date of reporting to the posting location. You may utilize this amount towards boarding, lodging, conveyance & other miscellaneous expenses.
- iii. Any location change after reporting to posting location will be treated as relocation/transfer and will be covered under the Transfer policy for Team Rainbow. For details you can refer the policy at myWipro-> My Policies -> India->My Travel>Transfer Policy-Team Rainbow.
- iv. Campus joiners would not be eligible for accommodation at the Wipro guest houses.

**Please note in the event that the employee leaves the organization within 6 months from the date of joining, all payments processed under Joining & Relocation Entitlements shall be recovered from the employee at the time of exit.**

**Skill Preferences 1 :** [DAAI -Cloud & Digital Database](#)

**Location Preferences 1 :** [Bangalore](#)

**Skill Preferences 2 :** [CEP-SAP-ABAP](#)

**Location Preferences 2 :** [Mysore](#)

**Skill Preferences 3 :** [Python App](#)

**Location Preferences 3 :** [Chennai](#)

☒ Accept ☐ Decline

☒ **Signature** [Radheshyam Thakur 25/1/2023 10:00 PM](#)  
(checking the checkbox above is equivalent to a handwritten signature)

Registered Office:

**Wipro Limited** T :+91 (80) 2844 0011

Doddakannelli F :+91 (80) 2844 0054

Sarjapur Road E :info@wipro.com

Bengaluru 560 035 W :wipro.com

India C :L32102KA1945PLC020800

26168298



## OFFER LETTER

Dear PUJARY SAKSHI SHRINIVAS,

Subsequent to your meetings with Go Digit General Insurance Limited, we are pleased to make an offer of employment on the following terms and conditions:

- 1.1 You shall be appointed to the position of **Graduate Trainee Engineer – Analytics and Data Science**.
- 1.2 As an employee of the Organisation, your Gross Annual Compensation (Cost to Company) will be **Rs. 500000/-** (Rupees Four Lac Fifty Thousand Only).
- 1.3 Your Gross Annual Compensation will include a performance-linked variable of **11.00%** subject to achievement of pre-defined targets.
- 1.4 All terms and conditions of your employment, including the code of conduct, will be in accordance with the Company's policies and procedures and the Employment Agreement.
- 1.5 The Trainee Program will be for a period of **1 year** from your date of joining.
- 1.6 Your employment will also be dependent upon completion of your Graduation / Post Graduation as per the training programme.
- 1.7 Your employment with the Company is subject to:
  - (a) The accuracy of the testimonials and information provided by you; and,
  - (b) You being free from any contractual restrictions preventing you from accepting this offer and will return receipt of acceptance of this offer within 5 workings days.
- 1.8 At any time, the contract may be terminated by either party by giving 90 days' notice in writing. Go Digit General Insurance reserves the right to payment of salary in lieu of the notice period.
- 1.9 We are glad that you have accepted our offer. In order to confirm your joining, you would be required to submit a proof of your resignation from your current company



within 7 days of receipt of this offer letter. In case of failure to submit the same within the stipulated time period, the company reserves a right to withdraw this offer.

On the day of your joining kindly bring photocopies of your certificates (all education qualifications, address proof, Pan card copy, ID proof, all previous employers' certificates, Form 16, Last employer's salary slip of last 3 months, relieving Letter from last employer), along with four passport size photographs.

This offer is being issued subject to successful verification of all your documents submitted. As a token of your acceptance of our offer and the terms of this letter, please sign in the space provided below and return the same to us. We are excited at the prospect of having you join us and look forward to a rewarding association.

**Annexure A**  
**Compensation Entitlement Sheet**

|                               | <b>Monthly</b> | <b>Annual</b>  |
|-------------------------------|----------------|----------------|
| Basic Salary                  | 11,667         | 140,000        |
| HRA                           | 4,667          | 56,000         |
| Education Allowance           | 200            | 2,400          |
| LTA                           | 972            | 11,662         |
| Statutory Bonus               | 972            | 11,662         |
| Special Allowance             | 12,495         | 149,942        |
| <b>Gross Salary</b>           | <b>30,972</b>  | <b>371,666</b> |
| <u>Employer Contributions</u> |                |                |
| EPF                           | 1,800          | 21,600         |
| ESI                           | 0              | 0              |
| Gratuity                      | 561            | 6,734          |
| <b>Fixed Compensation</b>     | <b>33,333</b>  | <b>400,000</b> |
| <b>Variable Pay</b>           |                | <b>50000</b>   |
|                               |                |                |
| <b>Annual Cost to Company</b> |                | <b>450,000</b> |

**Deductions:**

|                |               |               |
|----------------|---------------|---------------|
| EPF            | 1,800         | 21,600        |
| ESIC           | 0             | 0             |
| PT Deduction   | 200           | 2,500         |
| <b>Net Pay</b> | <b>28,972</b> | <b>500000</b> |

\*TDS deduction is subject to taxable income.

\*\*If your Annual Compensation includes a performance-linked variable then the payment will be subject to achievement of predefined targets. Variable pay shall be paid depending upon the performance of the employee and as per the company policies. Employee who has resigned or is serving his/her notice period, as on the date of payment, will not be eligible for payment of variable pay.

\*\*\* Eligibility for increment shall be depending upon the performance of the employee and as per company policies. Employee who has resigned or is serving his/her notice period will not be eligible for increment.

Sincerely,

**For Go Digit General Insurance Limited**



**Amrit Jaidka Arora**  
**CHRO**

**Vibhanshu Patel**





**CGI Information Systems and Management Consultants Pvt. Ltd.**

Regd. Office: e.city, Tower 2, No.95/1 & 95/2,  
Electronic City, Phase I (West)  
Bangalore – 560 100. India  
Tel +91-80-6642 2222 | Fax +91-80-6642 1200

**cgi.com**

CIN: U72200KA1990PTC019138

Dear PUNITH HS

I am delighted to offer you a role at CGI Information Systems and Management Consultants Private Limited (“CGI” or “Company”) where we strive to create an environment in which we enjoy working together and, as owners, contribute to building a company we can be proud of. We are very excited about the prospect of having you join us, and look forward to welcoming you.

As part of the leading information technology companies in the world, there are many opportunities for growth and development, both individually and as part of a large professional community. I hope you will choose to be part of our CGI Global Community, a team of extraordinary people building a company that reflects their aspirations and is supported by our shared vision and values.

We are offering you the position of **Associate Software Engineer** and your **Total Target Earnings** is INR **302000-** in accordance with the terms and conditions contained below.

This offer is contingent on your:

- successful completion of your graduation with a minimum of [60%] of marks and no backlog in any semester;
- successful completion of pre/post-employment training designated by the Company. Details of the training, duration, and conditions of training will be communicated to you by the Company upon your acceptance of this offer. You are required to maintain the minimum attendance threshold throughout the training and achieve the grade pre-defined by the Company for the successful completion of the training.

Should you fail to achieve the above pre-requisite, the Company shall be entitled to revoke this offer at its discretion or terminate your employment forthwith without notice or pay in lieu thereof.

You are requested to report at Bengaluru our office on 24 July 2022 . Your appointment will be effective on your joining date. If you do not confirm your acceptance within the timeframe mentioned below, this offer will be considered withdrawn unless extended in writing by the Company.

- You are required to communicate your acceptance of this offer via email to your assigned Recruiter’s CGI email id on or before 23 July 2022. You will also be required to read, understand and execute the CGI Candidate Declaration that will be issued to you on your joining date.
- Your reporting time on the joining date is 8:30 a.m. Kindly note that it is important to be on time to complete the joining formalities.
- On your joining date, please bring the originals and one set of photocopies of the documents mentioned in Annexure-A.
- Please contact us at 080-4194 0000 (Monday to Friday between 9:30 a.m. to 5:30 p.m.) or via email to your CGI designated recruiter for any queries regarding your employment offer.

The terms and conditions governing your employment are as under:

- Your employment with the Company is at all times subject to you having and maintaining a valid work permit from the Government of India (if applicable). A copy of the work permit needs to be furnished by you on the date of on boarding failing which you will not be permitted to join. You hereby agree that you shall undertake all necessary steps to keep such work permit valid and subsisting throughout the term of your employment with the Company.





- Your employment will be subject to a probationary period of [6] months (**“Probationary Period”**). If your performance is, in the opinion of the Company, found to be satisfactory during this period, then the Company shall confirm the appointment in writing. The Company may, at its sole discretion, extend the Probationary Period, by providing you prior written notice. Your employment remains subject to [15] days’ notice of termination until you are notified in writing of the satisfactory completion of the Probationary Period.
- This appointment will be based on your agreement to serve the Company for a minimum period of two years effective your date of joining. On joining, you will have to sign the Employment Agreement with the Company
- This offer is conditional upon your having a valid passport. If you do not have a passport as of the date of this offer, you are required to apply for one immediately and produce the relevant acknowledgement on the day of your on boarding. Being part of consulting organization, it is your responsibility to monitor the validity of your passport and renew it in advance. Should you be denied a passport, or if you are otherwise unable to produce a copy of your passport, CGI shall be entitled to terminate your employment forthwith without notice or pay in lieu thereof. It is a condition of your employment that you have a valid passport at all times.
- During your employment with CGI, you may get opportunities to work on multiple platforms/skills at the sole discretion of CGI. CGI encourages and appreciates flexibility to work on different technologies
- Your services are transferable anywhere in India as also anywhere abroad within the CGI group of companies or other third parties. In case your services are transferred to any of our group companies or affiliates of the Company, you are required to abide by the rules and regulations pertaining to that company. You will carry out your duties as per the instructions of your superiors from time to time
- Your remuneration is strictly confidential. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should not be shared with anyone.
- **Code of conduct:** You will abide by CGI policies including all amendments as may be carried out from time to time at sole discretion of CGI (**“CGI Policies”**), and the applicable rules and regulations in force from time to time and will also be required to sign and abide by the **Code of ethics** and conduct as elucidated by the Company as part of your performance appraisal process. Any breach of the guidelines or the terms and conditions of employment may result in termination of your services without notice or compensation.
  - a) You will not carry on any business other than for the Company or enter for any part of your time in any capacity in the services of other person or persons and company or companies. You will devote your whole time and attention to your duties to promote the interests of CGI and you will not utilize or divulge to any person or persons any of our trade secrets or confidential information.
  - b) In the course of your employment with CGI, you shall not, without the previous written consent of CGI and which consent CGI may in its absolute discretion and without assigning any reason, withhold and/or refuse to accord directly and/or indirectly solicit and/or engage in the collection and donations for any trust or other organizations and/or institutions for charitable work and/or any other purposes and person/s and/or bodies corporate/institutions with whom you come into contact and/or have dealings with in the course of employment with CGI.
  - c) During your employment with CGI and perpetually thereafter, you will not transmit, disclose or otherwise use confidential information related to CGI, the affiliates or group companies of CGI, or the clients of CGI or its affiliates and group companies, to any unauthorized person, except as may be required in the course of discharging your duties in connection with CGI’s business. Confidential information means and includes information which is confidential and proprietary to CGI and its affiliates and group companies, and/or to certain third parties with which CGI has relationships, and disclosed to or obtained by you from CGI and/or such third parties, whether (without limitation) in graphic, written, electronic or machine readable form on any media or orally and whether or not the information is expressly stated to be confidential or marked as such and includes, but is not limited to information of value or significance to CGI and/or its competitors (present or potential) including but not limited to CGI’s intellectual property; client names; project related information; content; data; techniques; plans; designs; programs; customer information; identity and job descriptions of CGI’s personnel; organizational structure; financing relationships or terms; service provider or vendor relationships or terms; processes; methodologies; compensation or bonus data; the terms of this appointment letter; or any other information, not in the public domain pertaining to the business or affairs of CGI; but does not include information that is in the public domain other than by your breach of this appointment letter and/or of any other agreement to which you are bound by. You will not divulge confidential information to anyone, including family, friends, and especially others in the same or similar competing businesses. You will sign a Confidentiality and Non-Disclosure Agreement to protect CGI’s confidential information at the time of your onboarding and anytime upon request during your employment with CGI. If you are bound by a confidentiality agreement with a previous employer, you must notify the Company and indemnify the Company against any breach thereof.

- d) For the purpose of representing and improving the company's brand image and being able to interact with senior level decision makers in the industry in a satisfactory manner, you are required to follow the following norms:
- i. Maintain complete confidentiality and high level of integrity in all your actions performed on behalf of the company
  - ii. Practice high level of professionalism in business etiquettes, selection of attire, choice of language in conversation and documents, meeting commitments and in overall conduct; and
  - iii. You shall help in maintaining congenial, disciplined, participative and supportive work environment to encourage team spirit and high performance standards.

- e) **Intellectual Property:** You irrevocably, absolutely and perpetually assign to the Company worldwide right(s), title(s), and interest(s) under any statute or common law including patent rights; copyrights including moral rights; trademarks, designs, anywhere in the world, whether negotiable or not in respect of your contribution(s) during the term of the employment, free from encumbrances of any kind for the full term of each and every such right, including renewal or extension of any such term. All of the Intellectual Property (created solely or jointly with others) given, disclosed, created, developed or prepared in connection with your employment with the Company shall be deemed to be 'work for hire' and/ or inventions developed in the course of employment with the Company within the meaning of the copyright laws of all jurisdictions, including and without limitation, India, and the Company shall be deemed to be the sole author thereof in all jurisdictions for all purposes. If under any applicable law, any results and proceeds of your services are not deemed to be works and/ or inventions developed in the course of the employment with the Company, then to the fullest extent allowable and for the full term of protection otherwise accorded to you under such applicable law, you hereby assign and transfer to the Company any/all right(s), title(s), and interest(s) in such works and/ or inventions. You further irrevocably, absolutely and perpetually assign to the Company the worldwide rights in respect of: (a) any licences, permissions and grants in connection with any Intellectual Property therewith; (b) applications for any of the foregoing and the right to apply for them in any part of the world; (c) right to obtain and hold appropriate registrations in Intellectual Property, (d) all extensions and renewals thereof; and (e) causes of action in the past, present or future, related thereto including the rights to damages and profits, due or accrued, arising out of past, present or future infringements or violations thereof and the right to sue for and recover the same. Further, you hereby agree to waive any right to and refrain from raising any objection or claims pursuant to Section 19(4) and Section 30-A of the Copyright Act, 1957.

For the purpose of this agreement, "Intellectual Property" includes ideas, concepts, creations, discoveries, inventions, improvements, know how, trade or business secrets; trademarks, service marks, designs, utility models, tools, devices, models, methods, procedures, processes, systems, principles, algorithms, works of authorship, flowcharts, drawings, books, papers, models, sketches, formulas, teaching techniques, electronic codes, proprietary techniques, research projects, and other confidential and proprietary information, computer programming code, databases, software programs, data, documents, instruction manuals, records, memoranda, notes, user guides, in either printed or machine-readable form, the whether or not copyrightable or patentable, or any written or verbal instructions or comments.

- f) You will be responsible for the safekeeping and return in good condition all the Company property and all material or documents (including reproductions and excerpts) containing Confidential Information and any letter of authority or power of attorney issued to you, which will be in your use, custody or charge.

- **Non-solicitation:** During your period of employment with CGI and for a period of twelve (12) months commencing from the last day of your employment with CGI, you will not directly or indirectly: (i) solicit any employee of CGI to terminate his/her employment with CGI, or to accept any other employment; and/or (ii) solicit or do business with any clients or customers or potential clients or customers of CGI with whom you have had dealings during the last twelve (12) months of your employment with CGI.
- **Communication:** Please approach your immediate supervisor for any queries pertaining to project or organization related concerns, suggestions which you may have from time to time. In addition, the HR team is always available to discuss any of your needs or suggestions.
- **Shift:** You shall have no objection to work on shift / staggered duty in case business warrants that. Please note that it is management's prerogative to decide which member will work on shift and management's decision in this regard will be final. Your project will also decide the shift allowance that will be payable and will be based on project requirement. This will be governed by the existing Shift Allowance Policy.
- You may be required to travel on Company work and you will be reimbursed expenses as per Company Policies.

- **Unauthorized absence from work:** Your unauthorized absence from work for a continuous period of more than three days without leave or obtaining your manager's approval will be treated as absconding from duty, triggering disciplinary action. In the event, that you do not report for work within eight days from the date of unauthorized absence it will be treated as "voluntary abandonment of service" and it shall be deemed you are no longer interested in the employment and your employment will be terminated. In such an event you shall be liable to refund the salary in lieu of shortfall in notice period and other dues payable to the Company, as specified.
- **Termination of employment:**
  - i **Termination without cause:** Your services may be terminated at any time by either side by giving fifteen days' written notice or salary in lieu thereof during the Probationary Period and **Two month's written notice** or **Two month's salary in lieu thereof** after confirmation of employment with the Company. Whilst the Company reserves the right to release you upon your resignation prior to conclusion of your notice period with or without paying notice pay for the balance notice period, decision to allow notice pay in lieu of notice is at the sole discretion of the management. If you decide to leave without completing due notice and handing over formalities as per the requirement of CGI; you will not be eligible to get any certificates which indicate employment with CGI immediately or in future. No references will be entertained from any authority/institution seeking details of your case.
  - ii **Termination for Cause:** Notwithstanding anything contained in this appointment letter, the Company may terminate the employment contemplated hereunder at any time without requiring to serve notice period or payment in lieu of notice period, for 'cause'. For the purpose of this Agreement 'cause' shall include:
    - (a) inattention or negligence in the performance of duties and obligations under this appointment letter;
    - (b) repeated failure to comply with lawful directions of the Company and its officers;
    - (c) conviction in a criminal case or framing of charges in a criminal case;
    - (d) breach of the terms of this appointment letter and breach of representations and warranties contained herein;
    - (e) unethical business conduct;
    - (f) breach of any statutory duty or for any act or omission adversely affecting the goodwill, reputation, credit, operations or the business of the Company;
    - (g) fraud, misappropriation or dishonesty in respect of the property or the business of the Company;
    - (h) commission of any act not in conformity with discipline or good behaviour or acceptance of any illegal gratification;
    - (i) habitual neglect of your work or gross or habitual negligence in the performance of your duties;
    - (j) unauthorised disclosure of any Confidential Information of the Company; and/or
    - (k) any act or omission that could be construed as misconduct under applicable law.
  - iii **Termination for ill-health or disability:** If you, at any time, are prevented from ill-health or accident or any physical or mental disability from performing your duties hereunder, you shall inform the Company, either through yourself or any of your relatives, and supply it with such details as it may require and if you are unable by reason of ill-health or accident or disability, for a period of 60 days or more to perform your duties hereunder, the Company may forthwith terminate your employment.
  - iv **Project Engagement:** You understand and acknowledge that the business of the Company is dependent on the projects that it receives from its clients and that you have been employed to primarily work on such projects. If the project that you are working on requires a lower headcount or is winding up, you will no longer be required to work on such project. You will be informed at least 30 days prior to the date from which you will no longer be required to work on such project. In the event that either CGI or you are unable to find an alternate project that you can be staffed on within 45 days of your last project, your employment shall be deemed redundant and shall be terminated in accordance with applicable law and the terms of this letter. Notwithstanding the foregoing, you expressly agree that if you refuse two or more opportunities that are offered to you by CGI to be placed on an alternate project, it shall be deemed that you are voluntarily resigning from your employment with CGI. You understand and acknowledge that if you fail to upskill / reskill as required by and to the satisfaction of the Company, the Company will not be able to place you on an alternate project. Being placed on an alternate project is subject to availability of roles and your skill sets, and is not an obligation of the Company.
- You may be assigned to certain engagements that require Knowledge Transfer from client/other BU's/members within the engagement. During assignment or after obtaining such Knowledge Transfer, you are required to serve the stipulated rotation period. This is in addition to the notice period requirement mentioned above.
- **Non-Competition:** During the term of your employment with CGI, you shall not directly or indirectly compete with CGI in any manner whatsoever.



- **Restriction of Employment with Client/Customer:** For a period of twelve (12) months following the end of your employment with CGI, you agree not to, directly or indirectly, as employee, consultant or otherwise, work for or provide services or trade in goods, whether solely or with others, whether as an employee, officer, director, agent, partner, consultant, member of any company or other commercial enterprise or otherwise, to clients or customers or with any competitor or any organization where you have been taken or sent for training, deputation or secondment or professional work by the Company or to whom you provided services on CGI's behalf during the last twelve (12) months of your employment with CGI.
- You will keep us informed of any change in your residential address/contact details.
- If you resign from the service or your employment is terminated for any reasons before completing one (1) year of service, you will fully reimburse the Company, the joining bonus, transition bonus, retention bonus, notice pay and relocation expenses, if any.
- It is your responsibility to notify the Company of any changes in your personal information within three working days. It shall also be your responsibility to notify the Company of any legal action or suit, whether in the nature of civil or criminal initiated against you. Additionally, you shall also be responsible for notifying CGI of any proceedings which may impact your ability to fulfill your job responsibilities. Your failure to notify the above details will result in breach of the appointment terms. All notices shall be considered duly and properly delivered to the address on file with the Company.
- You will retire from the services of the Company on attaining the age of superannuation. The retirement age in CGI is sixty (60) years.
- The benefits as outlined herein and in CGI policies are subject to change at the Company's discretion. You will be entitled to leaves in accordance with the Company's policy as applicable from time to time.
- Upon your resignation or retirement from the Company or termination of your services, you are required to return all assets and property of the Company including but not limited to documents, machines, data, files, books etc. (including but not limited to leased properties).
- We provide support to global customers from various locations in India & abroad to suit customers' differing time needs including 24x7 bases. You may be asked to operate from any of the CGI locations and in any of the shifts, including night shift, at the sole discretion of management, as may be required by the Company keeping in mind business needs and deliverable requirements to customers. Your work schedule will be provided to you by your Manager / Supervisor upon your joining. Your weekly off days may not be on weekends.
- You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- **Condition of Hire:** Your appointment is contingent upon satisfactory reference & background checks including verification of your application materials, education and employment history. CGI will conduct background checks to verify your identity, education, professional qualifications, employment history and references (Level 1), and will include, depending on the nature of your position or at a client request, a criminal record check (Level 2) and credit verification (Level 3) if you have access to CGI and/or client sensitive or critical information, facilities or assets and/or your role requires handling of financial transactions. In addition, during the course of your employment on need basis or on a recurrent basis every 5 years and in a context of change of role, a complete re- verification including background checks as per CGI policies including without limitation, criminal record checks (Level 2) and credit verifications (Level 3) may be conducted, if applicable. Also, dual employment checks could be conducted at any time during the course of your employment. By signing this Employment Agreement, you are providing a free, informed and ongoing consent to all such verifications before and during the course of your employment as per CGI's policies and you agree to sign any forms required for such verifications at the appropriate time. Successful clearance of background verification is a mandatory requirement for employment confirmation. Unsuccessful clearance of background verification will lead to termination of employment without notice. CGI reserves the right to audit the submitted educational & previous work experience(s) documents at any point of your tenure in CGI, as part of which you are obligated to furnish any/all of such relevant documents on demand. Failure to furnish the same and / or the submitted education & work experience proving to be false or unverifiable as per CGI standards, may lead to termination of employment without notice. The basis of the offer is authentic and verifiable education and work experience as per CGI standards. You are accountable for providing documents that enable appropriate authorities in the relevant educational institution(s) and previous employer Organization(s) to validate your claims. CGI is not liable for the inability of the aforementioned authorities to validate your credentials basis your submissions. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer.
- If any information furnished by you in your application for employment or during the selection process is found at any time during your employment to be incorrect or false, and/or if you have suppressed any material information; the Company may terminate your services without notice or compensation



- **Data Protection and Privacy:** The Company may, in connection with your employment, receive personal data relating to you or third parties associated with you (such as spouse or children). Such data may be received directly from you or from other sources, and some personal data may be recorded directly or indirectly by internal security systems (such as CCTV cameras) or by other means. The Company may process such data for relevant and limited purposes. By agreeing to employment with CGI, you hereby expressly consents to the following:
  - (a) the processing of your personal data by the Company or such third-party appointed by the Company;
  - (b) the collection and processing of sensitive personal data or information (as defined under applicable laws) about you for limited purposes;
  - (c) the transfer worldwide of personal data held about you by the Company to other employees and offices of the Company's worldwide organization and to third parties where disclosure to such third parties is required in the normal course of business or by law; and use of your personal images and voices in marketing material, videos, etc.; and
  - (d) treating any personal data to which you have access in the course of your employment strictly in accordance with the Company's policies and procedures and not using any such data other than in connection with and except to the extent necessary for the purposes for which it was disclosed to you.
- Subject to insurance policies that the Company may have and other statutory insurances, you may be eligible to receive compensation under the Employees Compensation Act, 1923, for injuries arising out of and in the course of employment.
- Women employees of the Company shall be entitled to maternity leave in accordance with the Maternity Benefit Act, 1961 (as applicable), i.e., eligible women employees shall be entitled to 26 weeks of maternity leave for the first 2 surviving children, and 12 weeks of maternity leave for every subsequent child
- Your designation may be changed at the discretion of the Company depending on the work assigned to you
- Your **Total Experience** will be part of our professional records

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Total Experience = Relevant Experience + Weighted/ Non-relevant Experience

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0.0 Yrs. = 0.0 Yrs. + 0.0 Yrs.

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Relevant Experience = Total number of months the candidate has worked on the skill/role for which the candidate is being hired in CGI

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Weighted Experience = A weighted percentage is given to your non-relevant experience, either to your role or skill, for which you are being hired in CGI

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- Any and all of the terms and conditions of service may be modified or changed at the Company's discretion. Breach of any one of the conditions will render you liable to termination of your employment without notice.
- This letter supersedes all oral or written communication exchanged between you and CGI prior to the date of this letter and commitments, if any, made during the selection process. You acknowledge that you have read and understood the terms and conditions of this offer letter and to confirm your acceptance of this offer letter, please sign in on all the pages & in the space specified below and return the signed copy to CGI on your onboarding day.
- If any provision of this letter is held to be unenforceable, the remaining provisions shall remain valid, binding and in full force to the maximum extent possible. If any portion of this letter is held to be unreasonable, such provision shall be given effect to the maximum extent possible by narrowing or enforcing in part that aspect of the provision found overbroad or unenforceable.
- Your employment with the Company and this letter shall be governed by and construed and enforced in accordance with the laws of India, without regard to conflicts of laws. You agree to the exclusive jurisdiction and venue of the courts in Bangalore for the resolution of all disputes arising under this letter.
- No waiver by the Company of any breach of this letter shall be valid unless in writing and signed by the Company. The waiver by the Company hereto of any provision of this letter shall not operate or be construed as a waiver of any subsequent breach by you, nor shall any waiver operate or be construed as a rescission of this letter



- You shall, at all times during the course of your employment with the Company (and even after its termination) agree to indemnify and keep indemnified the Company, as the case may be, against all losses, damages, claims, interests, costs, expenses, liabilities, proceedings and demands which the Company may suffer or incur or which may be made against the Company as a result of any misrepresentations or breach of this letter, acts or omissions by you during the course of employment.
- You shall not at any time without limitation, publish or communicate any disparaging remarks, comments or statements concerning the Company, its holding company, group companies, affiliates or associate companies or any of their respective shareholders, directors, officers or employees. For this purpose, 'disparaging' means any remarks, comments or statements that impugn the character, honesty, integrity, morality, or business acumen or abilities in connection with any aspect of the operation of business of the Company, or reflect negatively upon, the individual or company being disparaged.

- Base Compensation Components:**

| Designation: Associate Software Engineer                     |               |                |
|--------------------------------------------------------------|---------------|----------------|
| Date of Joining: 24 July 2024                                |               |                |
| Pay Components                                               | Monthly (INR) | Annual (INR)   |
| Basic (Inclusive of D.A.)                                    | 21,500        | 258,000        |
| Flexible Compensation Plan <sup>1</sup>                      | 6,136         | 73,632         |
| <b>Base Compensation</b>                                     | <b>27,636</b> | <b>331,632</b> |
| Provident Fund <i>Company Contribution</i>                   | 2,580         | 30,960         |
| Gratuity Fund Contribution                                   | 1,034         | 12,408         |
| <b>Gross Compensation</b>                                    | <b>31,250</b> | <b>375,000</b> |
| Share Purchase Plan <i>Company Contribution</i> <sup>2</sup> | 829           | 9,948          |
| Profit Participation Plan <sup>3</sup>                       | 553           | 6,636          |
| <b>Total Target Earnings</b>                                 | <b>32,632</b> | <b>391,584</b> |

- <sup>1</sup>**Flexible Compensation Plan:** Option to allocate to components like Meal Vouchers, Conveyance, National Pension Scheme, LTA etc
- <sup>2</sup>CGI will contribute towards **Share Purchase Plan (SPP)**: As part of our ownership culture, we enable those who join CGI to become an owner through our Share Purchase Plan. It is an opportunity for you to buy shares in CGI, become an owner, and benefit from any long-term appreciation in the CGI share price. When you choose a percentage to contribute, CGI will match your contribution 100% (up to **3%** of your Base Compensation). Contributions are done on a monthly basis towards the purchase of CGI shares, and you can start, stop and change your contribution at any time. Only those members who enroll for this benefit are eligible for receiving the company contribution & will need to contribute an equal amount on a monthly basis towards the purchase of CGI shares.
- <sup>3</sup>**Profit Participation Plan:** This plan distributes a portion of our profits based on the achievement of CGI's financial objectives, as well as individual performance. The Target Profit Participation Plan (PPP) is at **2%** of Base Compensation on pro rata basis and can be more or less basis the performance of CGI, performance of Business Units and performance of Individuals. All regular members employed as of Jun 30th of CGI Inc. fiscal year (Oct-Sept) are eligible and should be active on rolls as on Dec 31st to receive the payout. The Corporate guidelines of PPP may be amended from time to time  
Eligible members will be paid statutory bonus as per the provisions of the Payment of Bonus Act, 1965. Where members are eligible for both statutory bonus as well as the PPP, the company shall deduct from the PPP allocated to a member the amount of statutory bonus payable under the Act for such corresponding period and the difference will be paid as the actual PPP

In addition to the above you are eligible for:

- INR 25,000/-** towards annual insurance premium to cover self, spouse & up to two dependent children under Group MediClaim Insurance and to cover self under Group Personal Accident Insurance & Group Term Life Insurance

The tax liability arising out of the above payments now or in the future, due to changes in income tax provision shall be borne by you





I look forward to your acceptance of this offer and to welcoming you to our team. I am confident that in this new role, you will make a valuable contribution to CGI and our continued success.

Yours sincerely

**For CGI Information Systems and  
Management Consultants Pvt. Ltd.,**

A handwritten signature in black ink, appearing to read 'S Pradhan', is written over a light blue rectangular background.

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**Sarika Pradhan  
Vice President Corporate Services**

I have read the terms and conditions of employment and the contents of the employment agreement and in token of my acceptance; I duly acknowledge the receipt of the letter of employment.

Please sign below to confirm that you agree with the terms and conditions stated in this letter.

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**Signature & Date**



**Annexure-A**

We request you to bring the originals, on your date of reporting to CGI for verification.

*Please note that the below documents are mandatory for **CGI's personnel records** and will be subjected to **background verification**. Non submission of these documents will impact your profile and records needed to manage your career effectively within CGI and may also have serious impact on project and client requirements, hence your cooperation in this is crucial.*

| #  | Documents                                                                                   |
|----|---------------------------------------------------------------------------------------------|
| 1  | Acceptance copy of CGI's appointment letter signed by you on all pages                      |
| 2  | Valid Work Permit issued by Government of India, if applicable                              |
| 3  | Passport (all pages – wherever the entries are made)                                        |
| 4  | Income-Tax Permanent Account Number Card (PAN Card)                                         |
| 5  | Passport size photograph – 05 nos.                                                          |
| 6  | 10th class mark sheet & certificate                                                         |
| 7  | 12th class mark sheet & certificate                                                         |
| 8  | Bachelor degree mark sheets (all semesters)                                                 |
| 9  | Bachelor degree certificate / convocation certificate                                       |
| 10 | Master degree mark sheets (all semester)                                                    |
| 11 | Master degree certificate / convocation certificate                                         |
| 12 | Diploma mark sheets (all semesters)                                                         |
| 13 | Diploma certificate                                                                         |
| 14 | Any other certificates                                                                      |
| 15 | Appointment letter, pay slip, relieving letter & experience certificate of all previous Co. |
| 16 | Present company's appointment letter                                                        |
| 17 | Present company's relieving letter & resignation acceptance letter from HR                  |
| 18 | Present company's experience certificate                                                    |
| 19 | Present company's salary slip with employee number (last two months)                        |
| 20 | Aadhaar / Voters ID / Driving License / Rental agreement /Bank passbook (address page only) |
| 21 | Blood group and RH type report                                                              |





## Welcome to Wipro's Work Integrated Learning Program ("WILP")

**Work Integrated Learning Programme**  
**Wipro Limited, Dodda Kannelli**  
**Sarjapur Road, Bengaluru - 560 035.**  
**Phone: (080) 28440011/12, Fax: (080) 28440256**

Dear Punitha H S,

### **Sub: Enrolment letter to Wipro's Work Integrated Learning Program ("WILP") as Scholar Trainee – Work Integrated Learning Program**

Welcome to WILP!

With reference to your application, it is our pleasure to enroll you as a Scholar Trainee – Work Integrated Learning Program. This is a scholarship program customized as a robust academic and training program which will enable you to obtain M-Tech degree from one of the premier engineering institution / University in India.

The duration of the academic program shall be 48 months from the **date of enrolment to the academic program**. You will be enrolled into the academic program within 12 months from date of joining. Your date of joining will be intimated through a separate communication.

We hope you enjoy the learning with WILP and have an enriching experience being a part of Wipro Limited ("Wipro or "Company").

Please read through the terms and conditions of your enrolment as provided below.

We look forward to having a long and fruitful relationship with you at WILP, Wish you all the best!

Yours sincerely,  
For **Wipro Limited**,

**Aparna Shailen**  
**General Manager - Human Resources**

#### **Endorsement**

I accept the enrolment and the terms and conditions thereof as specified below. I shall report for undergoing study on

#### **Terms & Conditions of Scholarship**

##### **1. PROFILE:**

You have been selected to be a part of Wipro's WILP and are enrolled as a Scholar Trainee- Work Integrated Learning Program. Upon joining WILP, you will have to undergo a "Project Readiness Program" ('PRP') that prepares you to participate in projects at the Company as part of this learning program. This robust academic program will also enable you to obtain **M-Tech degree from one of the premier engineering Institution / University** upon successful completion of the course.

##### **2. DURATION:**

The duration of your academic program will be for a period of 48 months from the date of enrolment to the academic program. You will be enrolled into the academic program within 12 months from date of joining. Unless the Company extends the period of your study in writing, which is done solely at the discretion of the Company, your enrolment would automatically terminate at the end of the stated 48 months.

In case the Company extends the academic period (in writing) you will continue to be enrolled as a Scholar Trainee – Work Integrated Learning Program with WILP.

### 3. Appointment details:

We provide support to our global customers through various Company locations in India to suit customer requirements by operating 24x7. You would be operating from any of these locations and in any of the shifts, including night shift, as may be decided by the Company, keeping in mind the business needs and deliverables to customers.

### 4. Scholarship/Stipend and Benefits

During your period of enrolment, you would be entitled to a consolidated monthly scholarship.

Apart from the monthly scholarship, the Company will provide you with life & accidental insurance that would include a cover for you, the premium / cost will be taken care of by Wipro. This is a voluntary benefit offered by the Company and the details of the same are listed below.

- i. A Group Personal Accident Insurance (GPAI) coverage of **Rs.12,00,000/-**. You could also choose to get additional coverage for a nominal and highly negotiated premium. More details on the policy are available in My Policies section in myWipro, the HR portal at Wipro.
- ii. Group Life Insurance coverage of **Rs.14, 00,000/-**. This sum insured is inclusive of cover as per EDLI (Employee Deposit Linked Insurance). You can also get an extra coverage for a nominal and highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

In addition to the above, you are also eligible for medical insurance cover towards hospitalization.

You are eligible for a floater coverage of Rs.2,00,000/- per annum for family (self, spouse & children) towards hospitalization. There will be a deduction from your monthly scholarship/stipend depending on your marital/family status towards the base sum insured premium. 10% of the claim amount would need to be borne by the employee/Scholar trainee.

Base Medical insurance is to be availed by the employee as default. It is accounted for in deductions as a nominal monthly charge. Top-Up cover is voluntary and charged as applicable during renewal timelines.

If you wish to enhance the coverage, a top up cover option is also available for a highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

The below table lists down your scholarship details:

| Period      | Scholarship | ESI | Consolidated Scholarship (Rs. Per Month) |
|-------------|-------------|-----|------------------------------------------|
| First year  | 15000       | 488 | 15,488/- (*)                             |
| Second year | 17000       | 553 | 17,553/- (*)                             |
| Third year  | 19000       | 618 | 19,618/- (*)                             |
| Fourth year | 23000       | 0   | 23,000/- (*)                             |

(\*) You shall be responsible for payment of all statutory contributions, taxes, dues and levies as may be required under the relevant laws including contributions under Employees' State Insurance Corporation Act (**at 0.75% of your Scholarship**) as and when applicable to you. Such contributions, taxes, dues and levies where required, shall be deducted from your Scholarship and benefits according to applicable laws and regulations.

Your fourth-year scholarship will continue until completion of your M-Tech program. Your enrolment into the MTech academic program within 12 months from date of joining.

You shall be eligible to receive a onetime "joining bonus" of Rs.75,000 after you join Wipro along with your first month salary. All applicable taxes on the payment of this amount will be borne by you. Please note in the event you leave the organization within 12 months from the date of joining, payment processed under Joining bonus shall be recovered from the employee at the time of exit.

The enhancement of the scholarship at the end of each academic year of study will be at the discretion of the Company and subject to your satisfactory progress of study, acquisition of skills, behavior, regularity and punctuality in attendance. Your continued enrolment in the course, will be at the discretion of the Company, and is subject to satisfactory academic performance and other requirements as prescribed in the WILP portal.

In case your project performance at any stage is not found to be at par with the requirement of WILP, then you would be placed on performance improvement program (PIP). If you fail to successfully complete the PIP, the Company may at its sole discretion discontinue your enrolment in the WILP program.

#### **Book Allowance:**

A Book Allowance of Rs.1,250/- will be provided to you per semester. This allowance will be given every semester except the last semester when you will be engaged in dissertation. The allowance will be paid to you centrally along with your scholarship during the course of each semester. The allowance will be subject to tax. Book allowance is applicable and paid only when you are registered for the semester.

#### **5. Training Agreement:**

- i. This letter of enrolment is subject to the execution of a training agreement in the prescribed proforma with Wipro Limited, Sarjapur Road, Doddakannelli, Bengaluru-560035 on or before joining the program ("Training Agreement").
- ii. This Training agreement shall be for a total period of 60 Months where you will be mentored for developing your skills and knowledge. This included technical training, in various formats, both online and offline and practical experience in various projects. The Company invests on your behalf for the cost of these trainings. Should you discontinue the WILP program or your enrolment with WILP is cancelled for any reason whatsoever before the completion of 60 months from the date of joining, the training expenses of Rs.75,000/-(Rupees Seventy five thousand only) will have to be paid by you as detailed in the Training Agreement.

#### **6. PROJECT READINESS PROGRAM (PRP)**

Upon enrolment, you will have to undergo a Project Readiness Program (PRP) to prepare you to participate in projects. This is offered by Wipro's - Talent Transformation Department to all campus and off-campus selects. The broad objective of PRP is to equip you with the necessary knowledge and skills that will enable you to start working on real-life project work which is an integral part of the WILP.

#### **7. Regulations of Academic study:**

- i. You will be enrolled for M-Tech program with a renowned institution ("University") that collaborates with Wipro for WILP.
- ii. Course specialization includes but is not limited to Software Systems, Software Engineering, Information Technology, Computing Systems and Infrastructure Management, Data Analytics, IoT, Cloud, Digital & Cyber security, Embedded Systems.
- iii. Your specialization and enrolment would be decided based on prevailing business requirements and decision of the Company is final and binding.
- iv. You will not be able to change Specialization track after enrolment.
- v. Overall program duration is 4 years from date of enrolment of academic program.
- vi. As per the program structure, a WILP Scholar trainee will register and pursue 4 to 6 courses per semester over 7 semesters.
- vii. You will be required to submit a project work / dissertation in your final semester (8<sup>th</sup> semester of your program). This will enable you to advance your professional capabilities by applying concepts and techniques in projects.
- viii. Each course has multiple evaluation components. This includes an assignment component, quiz, mid-semester examination and comprehension examination. All evaluation components are mandatory for securing a pass grade in a course as prescribed by the partnering institution.

- ix. Contact classes are organized as per the handout and calendar prepared and shared by the University at the beginning of each semester. In the normal course, one session of 2 hours duration per course per contact class is organized.
- x. You will be called upon to undergo studies during the hours and days as may be fixed by the Company from time to time. Normally, the study hours would be from 9:00am to 6:00pm
- xi. The faculty will take attendance/circulate attendance sheets for every session. It is your responsibility to ensure that your attendances are recorded properly.
- xii. WILP Scholar trainees are expected to be on time for every session. Punctuality is non-negotiable and the faculty reserves the right to deny entry and attendance to late comers.
- xiii. Attending 75% of contact session is mandatory for each course to appear for examinations.
- xiv. Not attending classes for reasons like medical/on the job training /late coming/personal problems and other similar reasons would be treated as absenteeism.
- xv. Scholar trainees who fail to meet the minimum attendance criteria will not qualify for comprehension exams for any of the registered courses in that semester.
- xvi. For any reason, you are not able to meet the minimum attendance criteria or not complete the mandatory assignments / quiz / examinations in any semester, you are required to repeat the same semester as and when the next batch is organized. In such cases, rules and regulations governing academic programs at that time would be applicable. In addition, additional semesters fees are to be borne by you as prescribed by the University.
- xvii. At the end of each semester, the performance of each Scholar Trainee in a course, is specified as a letter grade which is obtained through a Relative Grading procedure
- xviii. Any Scholar trainee securing 3 or more cumulative fail grade at any point in time will be expelled from WILP Program.
- xix. The 8th semester of study is fully devoted for dissertation / project work
- xx. If a Scholar trainee's CGPA is less than 5.5, the Scholar trainee will not be permitted to register for the dissertation. He/she has to re-appear for exams and secure a CGPA of 5.5 before taking up the dissertation. Also, a Scholar trainee with an E grade in any course will not be permitted to register for the Dissertation
- xxi. Project / Dissertation work has to be carried out by each individual separately. Teamwork is not permitted.
- xxii. The dissertation has to be completed strictly as per the guidelines that are outlined by collaborating institution.
- xxiii. WILP Scholar trainees are expected to maintain decorum and discipline in line with Wipro's professional work culture and environment.
- xxiv. In cases where a Scholar trainee deviates from the expected behaviour as prescribed by the WILP and partnering institution from time to time , strict action will be taken and the decision of the WILP Team / faculty /, University would be final and binding.
- xxv. Breach of integrity will be dealt with sternly. Such Scholar trainees will be asked to discontinue their studies and also expelled from WILP program.
- xxvi. On successful completion of the study, you will be eligible to receive the M-Tech degree from the collaborating University, in recognition of your successfully completing the course.
- xxvii. All Scholar trainees of the WILP will be given testimonials at the end of the successful completion of the M-Tech degree program. The testimonial contains the timeline in the WILP and the kind of project works carried during this opportunity.

Mode of contact session, examination pattern and other academic program norms are subject to change based on the prevailing situation / University norms declared from time to time. Decision of the University would be final and binding.

## **8. Conflict of Interest:**

- i. During your enrolment period with the WILP, you will focus exclusively on the requirements of the program. In addition to your study and academic requirements, you are required to engage yourself exclusively in the work assigned by Wipro and shall not take up any independent or individual assignments (whether part time or full time, in an advisory capacity or otherwise) directly or indirectly without the express written consent of Head /

## Manager of WILP Academy

- ii. You shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any person who is involved in activities, which are or shall be in conflict with the interests of Wipro.
- iii. The Conflict of Interest Policy also refers to the need on your part, during your enrolment and for a period of one year from the cessation of your enrolment with WILP (irrespective of the circumstances of, or the reasons for, the cessation) not to solicit, induce or encourage:
  - a. Any student/scholar trainee of the WILP to abandon /withdraw their enrolment with the program or to accept enrolment and/or employment with any competitor, supplier or any customer with whom you have a connection.
  - b. Any employee of Wipro to terminate their employment with Wipro or to accept employment with any competitor, supplier or any customer with whom you have a connection.
  - c. Any customer or vendor of Wipro to move their existing business with Wipro to a third party or to terminate their business relationship with Wipro.
  - d. Any existing employee and/or student of WILP to become associated with, or perform services of any type for any third party.
- iv. In case of any conflict or doubt, please discuss the matter with Head / Manager of WILP, to understand Wipro's position on this and resolve the conflict.

## 9. Obligation and Responsibilities:

- i. During the study period you will be governed by the WILP regulations and instructions as may be modified, from time to time, in relation to conduct, discipline and other matters.
- ii. During your study as part of WILP, Company expects you to undergo study in the area in which you are placed, with a high standard of initiative and efficiency. This is critical and Company has zero tolerance towards any deviations.
- iii. You would not be allowed to seek membership of any local or public body without the written approval from the Head / Manager of WILP.
- iv. During the study period and thereafter, you would not be allowed to give out to anyone in writing or by word of mouth or otherwise, particulars or details of work - process, technical know-how, research carried out, security arrangements, or administrative and/or organizational matters of confidential or secret nature which you may come across during your academic study or become known to you by virtue of your undergoing study under WILP or otherwise.
- v. You are bound by all regulations, instructions and policies of the WILP and Wipro. These are updated / modified on a periodic basis and new policies may be introduced and notified to Scholar trainees from time to time and you will be bound to comply with the same.
- vi. In consideration of the opportunities, trainings and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by WILP/Wipro and in the course of your association with WILP. This covenant shall endure during your association and beyond the cessation of your association with WILP (irrespective of the circumstances of, or the reasons for, the cessation).
- vii. In connection with your association with Wipro as part of the WILP and during the term of your association upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business or academic session hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

During the period of academic study, if you develop or conceptualize inventions, ideas, concepts, discoveries, techniques and improvements (including without limitation computer software) solely or jointly with others in relation to the operation of the WILP / Wipro, such developments will be fully communicated to the WILP academy and will be the sole intellectual property of Wipro. You agree to cooperate in the execution of documents to facilitate the assignment of such intellectual property when required.

## 10. Confidentiality:

- i. In consideration of the opportunities, training and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by Wipro and in the course of your enrolment. This covenant shall endure during your enrolment and beyond the cessation of your enrolment with Wipro (irrespective of the circumstances of, or the reasons for, the cessation).
- ii. During your training on projects at Wipro, you will be expected not to use or disclose any confidential information, including trade secrets, of any former employer (if any) or other person with whom you have an obligation of confidentiality and by signing below you affirm that you have no conflicting obligations or non-compete agreements that would prevent you from working without limitation for Wipro.

## **11. Assignment of Intellectual Property**

In connection with your enrolment and during the term of your enrolment, upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

## **12. Posting**

During the initial study period, initially you would be made familiar with Wipro, but you may if needed be re-assigned or transferred to another division, department, establishment or new location where Wipro, has its office or operation and WILP classes are running in the particular location, in India, without enhancing the scholarship amount. On placement of this nature, you will also be governed by the disciplinary rules and regulations as applicable in that unit/branch. You may also be placed in any sister company of Wipro, for practical studies.

## **13. Misconduct:**

- i. In case you are charged with any misconduct or disciplinary issue during your study period, your enrolment with WILP may be temporarily placed on suspension without payment of scholarship amount, for such period as Wipro may deem fit. If the charges against you are proved to be true, your enrolment may be immediately cancelled, without any notice or payment of scholarship in lieu of notice notwithstanding any clause of this letter of enrolment. It is clarified that this clause is without prejudice to Wipro's rights to enforce the Training Agreement duly signed by you even after cancellation of your enrolment for whatever reasons as the case may be.
- ii. Notwithstanding the condition regarding written notice of termination and without prejudice to Wipro's right to enforce the Training agreement, Wipro shall have the right to terminate your academic study without any notice or payment of scholarship in lieu thereof, if any declaration given or information furnished by you to WILP/ Wipro is found to be false or if you are found to have willfully suppressed any material information.

**Please note that at any stage, whether during your selection process or upon enrolment with the WILP, if it is brought to our notice that you have indulged in malpractices or used illegal means to clear your online assessment, Wipro shall withdraw or revoke the enrolment and cancel the same with immediate effect and we reserve our rights to take suitable action against you as we may deem fit.**

## **14. Cancellation of Enrolment:**

Notwithstanding any of the clauses of this letter of enrolment, Company reserves the right at its sole discretion to cancel this enrolment during the study period without assigning any reason, by giving one months' (30 days) notice or one month's scholarship/stipend in lieu of notice.

## **15. Study Hours:**

- i. As a Scholar Trainee – Work Integrated Learning Program, you will be called upon to undergo studies during the hours and days as may be fixed by WILP from time to time as per the University requirements.
- ii. You would be assigned to any of the locations and any project work as part of your WILP as may be decided by the Company.
- iii. The full day lecture sessions will be held at any of Wipro's other establishments/outourced venue. You may also be called upon to attend academic study as and when required on holidays, as may be scheduled in accordance with the convenience of the organizing team of the WILP.
- iv. The university will plan contact classes in multiple format to suit the project work situations and university guidelines such as contact classes in ILT (instructor Led training) and / or VILT (virtual Instructor Led Training and Self-Directed / Recorded lecture sessions).

## 16. General:

- i. This letter of enrolment is subject to the condition that you have not provided us with any false declaration or wilfully suppressed any material information. If you have, you will be liable for cancellation of enrolment from the WILP without any prior notice.
- ii. The terms of this letter of enrolment may be specifically enforced legally, if required. In this connection, if any of the provisions of this letter are declared or found to be void or unenforceable due to any reason whatsoever, the remaining provisions of this letter shall continue in full force and effect.
- iii. These enrolment terms supersede and replace any existing agreement or understanding, if any, between Wipro and you relating to the same subject matter.
- iv. You warrant that you are not prevented by a court or by any other administrative or judicial order from enrolling under this agreement. In the event that you are not a citizen of the country of posting, you should have a valid work permit to work in the country of posting.
- v. During the period of enrolment you are required to comply with all policies of WILP and Wipro. These policies are updated / modified on a periodic basis and new policies may be introduced and notified to the Scholar Trainees from time to time. You agree to comply with all policies as modified from time to time.

## 17. On Completion/Cancellation of Academic Program:

- i. On Completion of the academic program or cancellation of your enrolment , as the case may be, you will immediately surrender to Wipro/ the Academy all specifications, formulae, documents, literature, drawings or records, etc. belonging to Wipro/ the Academy or relating to its business and shall not make or retain any copies of these items.
- ii. You are not eligible to receive testimonial certificate if you do not successfully complete the academic study in accordance with this letter of enrolment and the study scheme formulated by the Academy.
- iii. Wipro reserves the right to offer employment at its sole discretion to a Scholar trainee on successful and satisfactory completion of the academic study.

## 18. Acceptance of Enrolment Letter:

Upon accepting the above terms and conditions, you are required to return the duplicate of this letter of enrolment, duly signed by you as a token of your acceptance on the day of joining WILP program.

Please confirm that the above terms are acceptable to you and that you accept the enrolment by signing a copy of this letter of enrolment and submit the same on the date of joining.

## 19. Work Allocation:

As part of your work responsibilities, you may be assigned to work on certain projects/accounts or other assignments as may be deemed fit by the Company in its sole discretion. Refusal to accept and deliver on such assignments shall be treated as a refusal to work and may result in termination of your employment or other disciplinary action.

Yours sincerely,

For **Wipro Limited**,



**Aparna Shailen**  
**General Manager - Human Resources**

I have read, understood and agree to accept the enrolment on the terms and conditions herein.

I shall be present for the induction session on

## **ANNEXURE I**

### **CONFIRMATION ON SHARING PERSONAL INFORMATION (AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT, 2000)**

I Radheshyam Thakur, confirm that I am voluntarily sharing my Personal Information with Wipro Limited ('Wipro') being a part of WILP of Wipro for the following purposes:

- a. validating my application form and retaining records on the same for any future reference/verification;
- b. processing my application form including background verification checks;
- c. academic study related actions including record keeping, processing scholarship advance and benefits and any action required in the context of my enrolment with Wipro, being a part of WILP.

In this context, I also agree to the retention of such Personal Information by Wipro for any future reference/verification and authorize Wipro to transfer the same to a third party.

I understand that 'Personal Information' means any information, relating to me that is available with Wipro and is capable of identifying me."

## **ANNEXURE II**

I hereby confirm that I shall submit the required academic certificate including but not limited to mark sheet and Provisional or Convocation Degree Certificate within 3 months from my date of joining. I understand that my enrolment is subject to my aggregate meeting the Wipro eligibility criteria and submission of the above mentioned documents.

I hereby declare that all the particulars mentioned above are true to the best of my knowledge. In the event of my failure to submit the above mentioned documents or in case of any discrepancy, I shall be liable for termination of my enrolment with Wipro.

## **ANNEXURE – III**

### **INITIAL INDUCTION PROGRAM**

The Talent Transformation team at Wipro groom's campus selects to help them face the challenges of the corporate world.

A holistic 360 degree approach to training is adopted and helps them hone their fundamental computer skills followed by insights into Wipro businesses, process, technology and behavioural skills.

To understand and appreciate the mindset of the young Trainees and ensure that the transformation is smooth, the induction program is done by a team of dedicated professionals who have exposure to the academic and corporate sectors alike. Project Readiness Program (PRP) is a training program designed to address the basic learning needs of the Trainees.

#### **Corporate Readiness Program - CRP**

The CRP program is focused on making young Trainees comfortable in a corporate environment. This program starts with a corporate induction.

"EMERGE" a behavioural skills building training program ensures that the fresh Trainee start feeling at ease in the "corporate world". This activity based behavioural intervention informs the new entrants about the corporate work culture and business etiquette.

#### **Technology Readiness Program - TRP**

The technology training provides critical technical skills required to work on projects allocated to Trainees and prepare to face the demands of the project world. We begin doing this by familiarizing with Wipro's businesses and work environment.

The methodology of training is "Project Based Learning" (PBL) approach, the entire learning is designed around a series of projects that the recruits are expected to complete individually by learning and applying various topics required to complete the project. Starting with individual projects, the PBL approach ends with recruits working on a team project.

## **ANNEXURE – IV**

I have read and understood the terms of my enrolment letter. I agree and acknowledge that I am a Student/Scholar trainee with Wipro's WILP. I further undertake that I shall not represent to any person within Wipro or any other third



party that I am an employee of Wipro Ltd and I fully understand that such false representation shall entail severe disciplinary action including immediate cancellation of my enrolment.

### **Travel, Accommodation, Food & Other Miscellaneous Expenses**

#### **Travel**

- i. You would be entitled for Rs. 1500 from the date of appointment as a lump sum amount that will be credited with your first month stipend. You may utilize this amount towards Travel and you would not need to submit bills towards usage of this amount.
- ii. There is no provision for reimbursement/allowance towards any expenses incurred in lieu of attending training or classes at different locations in the same city.

#### **Accommodation, Food & other Miscellaneous Expenses**

- i. You would be entitled for Rs.400 per day for 8 days (total amount of Rs.3,200) from the date of joining. You may utilize this amount towards accommodation, food & other miscellaneous expenses. This would be paid as a lump sum amount that will be credited with your first month stipend and you would not need to submit bills towards usage of this amount.
- ii. If your posting location (the location where you would be based out of after training) is different from the training location (location where you undergo initial training), you would be entitled for the following:  
  
Settlement and Miscellaneous Expenses: Rs.1200 per day for 7 days (total amount of Rs. 8,400) from the date of reporting to the posting location. You may utilize this amount towards boarding, lodging, conveyance & other miscellaneous expenses.
- iii. Any location change after reporting to posting location will be treated as relocation/transfer and will be covered under the Transfer policy for Team Rainbow. For details you can refer the policy at myWipro-> My Policies -> India->My Travel>Transfer Policy-Team Rainbow.
- iv. Campus joiners would not be eligible for accommodation at the Wipro guest houses.

**Please note in the event that the employee leaves the organization within 6 months from the date of joining, all payments processed under Joining & Relocation Entitlements shall be recovered from the employee at the time of exit.**

**Skill Preferences 1 :** [DAAI -Cloud & Digital Database](#)

**Location Preferences 1 :** [Bangalore](#)

**Skill Preferences 2 :** [CEP-SAP-ABAP](#)

**Location Preferences 2 :** [Mysore](#)

**Skill Preferences 3 :** [Python App](#)

**Location Preferences 3 :** [Chennai](#)

☒ Accept ☐ Decline

☒ **Signature** [Radheshyam Thakur 25/1/2023 10:00 PM](#)

(checking the checkbox above is equivalent to a handwritten signature)

Registered Office:

**Wipro  
Limited**

**T :**+91 (80) 2844 0011

Doddakannelli

**F :**+91 (80) 2844 0054

Sarjapur  
Road

**E :**info@wipro.com

Bengaluru  
560 035

**W :**wipro.com

India

**C :**L32102KA1945PLC020800

26168298



## Welcome to Wipro's Work Integrated Learning Program ("WILP")

**Work Integrated Learning Programme**  
**Wipro Limited, Dodda Kannelli**  
**Sarjapur Road, Bengaluru - 560 035.**  
**Phone: (080) 28440011/12, Fax: (080) 28440256**

Dear Pushkar Suman,

### **Sub: Enrolment letter to Wipro's Work Integrated Learning Program ("WILP") as Scholar Trainee – Work Integrated Learning Program**

Welcome to WILP!

With reference to your application, it is our pleasure to enroll you as a Scholar Trainee – Work Integrated Learning Program. This is a scholarship program customized as a robust academic and training program which will enable you to obtain M-Tech degree from one of the premier engineering institution / University in India.

The duration of the academic program shall be 48 months from the **date of enrolment to the academic program**. You will be enrolled into the academic program within 12 months from date of joining. Your date of joining will be intimated through a separate communication.

We hope you enjoy the learning with WILP and have an enriching experience being a part of Wipro Limited ("Wipro or "Company").

Please read through the terms and conditions of your enrolment as provided below.

We look forward to having a long and fruitful relationship with you at WILP, Wish you all the best!

Yours sincerely,  
For **Wipro Limited**,

**Aparna Shailen**  
**General Manager - Human Resources**

#### **Endorsement**

I accept the enrolment and the terms and conditions thereof as specified below. I shall report for undergoing study on

#### **Terms & Conditions of Scholarship**

##### **1. PROFILE:**

You have been selected to be a part of Wipro's WILP and are enrolled as a Scholar Trainee- Work Integrated Learning Program. Upon joining WILP, you will have to undergo a "Project Readiness Program" ('PRP') that prepares you to participate in projects at the Company as part of this learning program. This robust academic program will also enable you to obtain **M-Tech degree from one of the premier engineering Institution / University** upon successful completion of the course.

##### **2. DURATION:**

The duration of your academic program will be for a period of 48 months from the date of enrolment to the academic program. You will be enrolled into the academic program within 12 months from date of joining. Unless the Company extends the period of your study in writing, which is done solely at the discretion of the Company, your enrolment would automatically terminate at the end of the stated 48 months.

In case the Company extends the academic period (in writing) you will continue to be enrolled as a Scholar Trainee – Work Integrated Learning Program with WILP.

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We provide support to our global customers through various Company locations in India to suit customer requirements by operating 24x7. You would be operating from any of these locations and in any of the shifts, including night shift, as may be decided by the Company, keeping in mind the business needs and deliverables to customers.

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Apart from the monthly scholarship, the Company will provide you with life & accidental insurance that would include a cover for you, the premium / cost will be taken care of by Wipro. This is a voluntary benefit offered by the Company and the details of the same are listed below.

- i. A Group Personal Accident Insurance (GPAI) coverage of **Rs.12,00,000/-**. You could also choose to get additional coverage for a nominal and highly negotiated premium. More details on the policy are available in My Policies section in myWipro, the HR portal at Wipro.
- ii. Group Life Insurance coverage of **Rs.14, 00,000/-**. This sum insured is inclusive of cover as per EDLI (Employee Deposit Linked Insurance). You can also get an extra coverage for a nominal and highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

In addition to the above, you are also eligible for medical insurance cover towards hospitalization.

You are eligible for a floater coverage of Rs.2,00,000/- per annum for family (self, spouse & children) towards hospitalization. There will be a deduction from your monthly scholarship/stipend depending on your marital/family status towards the base sum insured premium. 10% of the claim amount would need to be borne by the employee/Scholar trainee.

Base Medical insurance is to be availed by the employee as default. It is accounted for in deductions as a nominal monthly charge. Top-Up cover is voluntary and charged as applicable during renewal timelines.

If you wish to enhance the coverage, a top up cover option is also available for a highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

The below table lists down your scholarship details:

| Period      | Scholarship | ESI | Consolidated Scholarship (Rs. Per Month) |
|-------------|-------------|-----|------------------------------------------|
| First year  | 15000       | 488 | 15,488/- (*)                             |
| Second year | 17000       | 553 | 17,553/- (*)                             |
| Third year  | 19000       | 618 | 19,618/- (*)                             |
| Fourth year | 23000       | 0   | 23,000/- (*)                             |

(\*) You shall be responsible for payment of all statutory contributions, taxes, dues and levies as may be required under the relevant laws including contributions under Employees' State Insurance Corporation Act (**at 0.75% of your Scholarship**) as and when applicable to you. Such contributions, taxes, dues and levies where required, shall be deducted from your Scholarship and benefits according to applicable laws and regulations.

Your fourth-year scholarship will continue until completion of your M-Tech program. Your enrolment into the MTech academic program within 12 months from date of joining.

You shall be eligible to receive a onetime "joining bonus" of Rs.75,000 after you join Wipro along with your first month salary. All applicable taxes on the payment of this amount will be borne by you. Please note in the event you leave the organization within 12 months from the date of joining, payment processed under Joining bonus shall be recovered from the employee at the time of exit.

The enhancement of the scholarship at the end of each academic year of study will be at the discretion of the Company and subject to your satisfactory progress of study, acquisition of skills, behavior, regularity and punctuality in attendance. Your continued enrolment in the course, will be at the discretion of the Company, and is subject to satisfactory academic performance and other requirements as prescribed in the WILP portal.

In case your project performance at any stage is not found to be at par with the requirement of WILP, then you would be placed on performance improvement program (PIP). If you fail to successfully complete the PIP, the Company may at its sole discretion discontinue your enrolment in the WILP program.

#### **Book Allowance:**

A Book Allowance of Rs.1,250/- will be provided to you per semester. This allowance will be given every semester except the last semester when you will be engaged in dissertation. The allowance will be paid to you centrally along with your scholarship during the course of each semester. The allowance will be subject to tax. Book allowance is applicable and paid only when you are registered for the semester.

#### **5. Training Agreement:**

- i. This letter of enrolment is subject to the execution of a training agreement in the prescribed proforma with Wipro Limited, Sarjapur Road, Doddakannelli, Bengaluru-560035 on or before joining the program ("Training Agreement").
- ii. This Training agreement shall be for a total period of 60 Months where you will be mentored for developing your skills and knowledge. This included technical training, in various formats, both online and offline and practical experience in various projects. The Company invests on your behalf for the cost of these trainings. Should you discontinue the WILP program or your enrolment with WILP is cancelled for any reason whatsoever before the completion of 60 months from the date of joining, the training expenses of Rs.75,000/-(Rupees Seventy five thousand only) will have to be paid by you as detailed in the Training Agreement.

#### **6. PROJECT READINESS PROGRAM (PRP)**

Upon enrolment, you will have to undergo a Project Readiness Program (PRP) to prepare you to participate in projects. This is offered by Wipro's - Talent Transformation Department to all campus and off-campus selects. The broad objective of PRP is to equip you with the necessary knowledge and skills that will enable you to start working on real-life project work which is an integral part of the WILP.

#### **7. Regulations of Academic study:**

- i. You will be enrolled for M-Tech program with a renowned institution ("University") that collaborates with Wipro for WILP.
- ii. Course specialization includes but is not limited to Software Systems, Software Engineering, Information Technology, Computing Systems and Infrastructure Management, Data Analytics, IoT, Cloud, Digital & Cyber security, Embedded Systems.
- iii. Your specialization and enrolment would be decided based on prevailing business requirements and decision of the Company is final and binding.
- iv. You will not be able to change Specialization track after enrolment.
- v. Overall program duration is 4 years from date of enrolment of academic program.
- vi. As per the program structure, a WILP Scholar trainee will register and pursue 4 to 6 courses per semester over 7 semesters.
- vii. You will be required to submit a project work / dissertation in your final semester (8<sup>th</sup> semester of your program). This will enable you to advance your professional capabilities by applying concepts and techniques in projects.
- viii. Each course has multiple evaluation components. This includes an assignment component, quiz, mid-semester examination and comprehension examination. All evaluation components are mandatory for securing a pass grade in a course as prescribed by the partnering institution.

- ix. Contact classes are organized as per the handout and calendar prepared and shared by the University at the beginning of each semester. In the normal course, one session of 2 hours duration per course per contact class is organized.
- x. You will be called upon to undergo studies during the hours and days as may be fixed by the Company from time to time. Normally, the study hours would be from 9:00am to 6:00pm
- xi. The faculty will take attendance/circulate attendance sheets for every session. It is your responsibility to ensure that your attendances are recorded properly.
- xii. WILP Scholar trainees are expected to be on time for every session. Punctuality is non-negotiable and the faculty reserves the right to deny entry and attendance to late comers.
- xiii. Attending 75% of contact session is mandatory for each course to appear for examinations.
- xiv. Not attending classes for reasons like medical/on the job training /late coming/personal problems and other similar reasons would be treated as absenteeism.
- xv. Scholar trainees who fail to meet the minimum attendance criteria will not qualify for comprehension exams for any of the registered courses in that semester.
- xvi. For any reason, you are not able to meet the minimum attendance criteria or not complete the mandatory assignments / quiz / examinations in any semester, you are required to repeat the same semester as and when the next batch is organized. In such cases, rules and regulations governing academic programs at that time would be applicable. In addition, additional semesters fees are to be borne by you as prescribed by the University.
- xvii. At the end of each semester, the performance of each Scholar Trainee in a course, is specified as a letter grade which is obtained through a Relative Grading procedure
- xviii. Any Scholar trainee securing 3 or more cumulative fail grade at any point in time will be expelled from WILP Program.
- xix. The 8th semester of study is fully devoted for dissertation / project work
- xx. If a Scholar trainee's CGPA is less than 5.5, the Scholar trainee will not be permitted to register for the dissertation. He/she has to re-appear for exams and secure a CGPA of 5.5 before taking up the dissertation. Also, a Scholar trainee with an E grade in any course will not be permitted to register for the Dissertation
- xxi. Project / Dissertation work has to be carried out by each individual separately. Teamwork is not permitted.
- xxii. The dissertation has to be completed strictly as per the guidelines that are outlined by collaborating institution.
- xxiii. WILP Scholar trainees are expected to maintain decorum and discipline in line with Wipro's professional work culture and environment.
- xxiv. In cases where a Scholar trainee deviates from the expected behaviour as prescribed by the WILP and partnering institution from time to time , strict action will be taken and the decision of the WILP Team / faculty /, University would be final and binding.
- xxv. Breach of integrity will be dealt with sternly. Such Scholar trainees will be asked to discontinue their studies and also expelled from WILP program.
- xxvi. On successful completion of the study, you will be eligible to receive the M-Tech degree from the collaborating University, in recognition of your successfully completing the course.
- xxvii. All Scholar trainees of the WILP will be given testimonials at the end of the successful completion of the M-Tech degree program. The testimonial contains the timeline in the WILP and the kind of project works carried during this opportunity.

Mode of contact session, examination pattern and other academic program norms are subject to change based on the prevailing situation / University norms declared from time to time. Decision of the University would be final and binding.

## **8. Conflict of Interest:**

- i. During your enrolment period with the WILP, you will focus exclusively on the requirements of the program. In addition to your study and academic requirements, you are required to engage yourself exclusively in the work assigned by Wipro and shall not take up any independent or individual assignments (whether part time or full time, in an advisory capacity or otherwise) directly or indirectly without the express written consent of Head /

## Manager of WILP Academy

- ii. You shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any person who is involved in activities, which are or shall be in conflict with the interests of Wipro.
- iii. The Conflict of Interest Policy also refers to the need on your part, during your enrolment and for a period of one year from the cessation of your enrolment with WILP (irrespective of the circumstances of, or the reasons for, the cessation) not to solicit, induce or encourage:
  - a. Any student/scholar trainee of the WILP to abandon /withdraw their enrolment with the program or to accept enrolment and/or employment with any competitor, supplier or any customer with whom you have a connection.
  - b. Any employee of Wipro to terminate their employment with Wipro or to accept employment with any competitor, supplier or any customer with whom you have a connection.
  - c. Any customer or vendor of Wipro to move their existing business with Wipro to a third party or to terminate their business relationship with Wipro.
  - d. Any existing employee and/or student of WILP to become associated with, or perform services of any type for any third party.
- iv. In case of any conflict or doubt, please discuss the matter with Head / Manager of WILP, to understand Wipro's position on this and resolve the conflict.

## 9. Obligation and Responsibilities:

- i. During the study period you will be governed by the WILP regulations and instructions as may be modified, from time to time, in relation to conduct, discipline and other matters.
- ii. During your study as part of WILP, Company expects you to undergo study in the area in which you are placed, with a high standard of initiative and efficiency. This is critical and Company has zero tolerance towards any deviations.
- iii. You would not be allowed to seek membership of any local or public body without the written approval from the Head / Manager of WILP.
- iv. During the study period and thereafter, you would not be allowed to give out to anyone in writing or by word of mouth or otherwise, particulars or details of work - process, technical know-how, research carried out, security arrangements, or administrative and/or organizational matters of confidential or secret nature which you may come across during your academic study or become known to you by virtue of your undergoing study under WILP or otherwise.
- v. You are bound by all regulations, instructions and policies of the WILP and Wipro. These are updated / modified on a periodic basis and new policies may be introduced and notified to Scholar trainees from time to time and you will be bound to comply with the same.
- vi. In consideration of the opportunities, trainings and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by WILP/Wipro and in the course of your association with WILP. This covenant shall endure during your association and beyond the cessation of your association with WILP (irrespective of the circumstances of, or the reasons for, the cessation).
- vii. In connection with your association with Wipro as part of the WILP and during the term of your association upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business or academic session hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

During the period of academic study, if you develop or conceptualize inventions, ideas, concepts, discoveries, techniques and improvements (including without limitation computer software) solely or jointly with others in relation to the operation of the WILP / Wipro, such developments will be fully communicated to the WILP academy and will be the sole intellectual property of Wipro. You agree to cooperate in the execution of documents to facilitate the assignment of such intellectual property when required.

## 10. Confidentiality:

- i. In consideration of the opportunities, training and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by Wipro and in the course of your enrolment. This covenant shall endure during your enrolment and beyond the cessation of your enrolment with Wipro (irrespective of the circumstances of, or the reasons for, the cessation).
- ii. During your training on projects at Wipro, you will be expected not to use or disclose any confidential information, including trade secrets, of any former employer (if any) or other person with whom you have an obligation of confidentiality and by signing below you affirm that you have no conflicting obligations or non-compete agreements that would prevent you from working without limitation for Wipro.

## **11. Assignment of Intellectual Property**

In connection with your enrolment and during the term of your enrolment, upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

## **12. Posting**

During the initial study period, initially you would be made familiar with Wipro, but you may if needed be re-assigned or transferred to another division, department, establishment or new location where Wipro, has its office or operation and WILP classes are running in the particular location, in India, without enhancing the scholarship amount. On placement of this nature, you will also be governed by the disciplinary rules and regulations as applicable in that unit/branch. You may also be placed in any sister company of Wipro, for practical studies.

## **13. Misconduct:**

- i. In case you are charged with any misconduct or disciplinary issue during your study period, your enrolment with WILP may be temporarily placed on suspension without payment of scholarship amount, for such period as Wipro may deem fit. If the charges against you are proved to be true, your enrolment may be immediately cancelled, without any notice or payment of scholarship in lieu of notice notwithstanding any clause of this letter of enrolment. It is clarified that this clause is without prejudice to Wipro's rights to enforce the Training Agreement duly signed by you even after cancellation of your enrolment for whatever reasons as the case may be.
- ii. Notwithstanding the condition regarding written notice of termination and without prejudice to Wipro's right to enforce the Training agreement, Wipro shall have the right to terminate your academic study without any notice or payment of scholarship in lieu thereof, if any declaration given or information furnished by you to WILP/ Wipro is found to be false or if you are found to have willfully suppressed any material information.

**Please note that at any stage, whether during your selection process or upon enrolment with the WILP, if it is brought to our notice that you have indulged in malpractices or used illegal means to clear your online assessment, Wipro shall withdraw or revoke the enrolment and cancel the same with immediate effect and we reserve our rights to take suitable action against you as we may deem fit.**

## **14. Cancellation of Enrolment:**

Notwithstanding any of the clauses of this letter of enrolment, Company reserves the right at its sole discretion to cancel this enrolment during the study period without assigning any reason, by giving one month's (30 days) notice or one month's scholarship/stipend in lieu of notice.

## **15. Study Hours:**

- i. As a Scholar Trainee – Work Integrated Learning Program, you will be called upon to undergo studies during the hours and days as may be fixed by WILP from time to time as per the University requirements.
- ii. You would be assigned to any of the locations and any project work as part of your WILP as may be decided by the Company.
- iii. The full day lecture sessions will be held at any of Wipro's other establishments/outsourced venue. You may also be called upon to attend academic study as and when required on holidays, as may be scheduled in accordance with the convenience of the organizing team of the WILP.
- iv. The university will plan contact classes in multiple format to suit the project work situations and university guidelines such as contact classes in ILT (instructor Led training) and / or VILT (virtual Instructor Led Training and Self-Directed / Recorded lecture sessions).

## 16. General:

- i. This letter of enrolment is subject to the condition that you have not provided us with any false declaration or wilfully suppressed any material information. If you have, you will be liable for cancellation of enrolment from the WILP without any prior notice.
- ii. The terms of this letter of enrolment may be specifically enforced legally, if required. In this connection, if any of the provisions of this letter are declared or found to be void or unenforceable due to any reason whatsoever, the remaining provisions of this letter shall continue in full force and effect.
- iii. These enrolment terms supersede and replace any existing agreement or understanding, if any, between Wipro and you relating to the same subject matter.
- iv. You warrant that you are not prevented by a court or by any other administrative or judicial order from enrolling under this agreement. In the event that you are not a citizen of the country of posting, you should have a valid work permit to work in the country of posting.
- v. During the period of enrolment you are required to comply with all policies of WILP and Wipro. These policies are updated / modified on a periodic basis and new policies may be introduced and notified to the Scholar Trainees from time to time. You agree to comply with all policies as modified from time to time.

## 17. On Completion/Cancellation of Academic Program:

- i. On Completion of the academic program or cancellation of your enrolment , as the case may be, you will immediately surrender to Wipro/ the Academy all specifications, formulae, documents, literature, drawings or records, etc. belonging to Wipro/ the Academy or relating to its business and shall not make or retain any copies of these items.
- ii. You are not eligible to receive testimonial certificate if you do not successfully complete the academic study in accordance with this letter of enrolment and the study scheme formulated by the Academy.
- iii. Wipro reserves the right to offer employment at its sole discretion to a Scholar trainee on successful and satisfactory completion of the academic study.

## 18. Acceptance of Enrolment Letter:

Upon accepting the above terms and conditions, you are required to return the duplicate of this letter of enrolment, duly signed by you as a token of your acceptance on the day of joining WILP program.

Please confirm that the above terms are acceptable to you and that you accept the enrolment by signing a copy of this letter of enrolment and submit the same on the date of joining.

## 19. Work Allocation:

As part of your work responsibilities, you may be assigned to work on certain projects/accounts or other assignments as may be deemed fit by the Company in its sole discretion. Refusal to accept and deliver on such assignments shall be treated as a refusal to work and may result in termination of your employment or other disciplinary action.

Yours sincerely,

For **Wipro Limited**,



**Aparna Shailen**  
**General Manager - Human Resources**

I have read, understood and agree to accept the enrolment on the terms and conditions herein.

I shall be present for the induction session on



## **ANNEXURE I**

### **CONFIRMATION ON SHARING PERSONAL INFORMATION (AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT, 2000)**

I Radheshyam Thakur, confirm that I am voluntarily sharing my Personal Information with Wipro Limited ('Wipro') being a part of WILP of Wipro for the following purposes:

- a. validating my application form and retaining records on the same for any future reference/verification;
- b. processing my application form including background verification checks;
- c. academic study related actions including record keeping, processing scholarship advance and benefits and any action required in the context of my enrolment with Wipro, being a part of WILP.

In this context, I also agree to the retention of such Personal Information by Wipro for any future reference/verification and authorize Wipro to transfer the same to a third party.

I understand that 'Personal Information' means any information, relating to me that is available with Wipro and is capable of identifying me."

## **ANNEXURE II**

I hereby confirm that I shall submit the required academic certificate including but not limited to mark sheet and Provisional or Convocation Degree Certificate within 3 months from my date of joining. I understand that my enrolment is subject to my aggregate meeting the Wipro eligibility criteria and submission of the above mentioned documents.

I hereby declare that all the particulars mentioned above are true to the best of my knowledge. In the event of my failure to submit the above mentioned documents or in case of any discrepancy, I shall be liable for termination of my enrolment with Wipro.

## **ANNEXURE – III**

### **INITIAL INDUCTION PROGRAM**

The Talent Transformation team at Wipro groom's campus selects to help them face the challenges of the corporate world.

A holistic 360 degree approach to training is adopted and helps them hone their fundamental computer skills followed by insights into Wipro businesses, process, technology and behavioural skills.

To understand and appreciate the mindset of the young Trainees and ensure that the transformation is smooth, the induction program is done by a team of dedicated professionals who have exposure to the academic and corporate sectors alike. Project Readiness Program (PRP) is a training program designed to address the basic learning needs of the Trainees.

#### **Corporate Readiness Program - CRP**

The CRP program is focused on making young Trainees comfortable in a corporate environment. This program starts with a corporate induction.

"EMERGE" a behavioural skills building training program ensures that the fresh Trainee start feeling at ease in the "corporate world". This activity based behavioural intervention informs the new entrants about the corporate work culture and business etiquette.

#### **Technology Readiness Program - TRP**

The technology training provides critical technical skills required to work on projects allocated to Trainees and prepare to face the demands of the project world. We begin doing this by familiarizing with Wipro's businesses and work environment.

The methodology of training is "Project Based Learning" (PBL) approach, the entire learning is designed around a series of projects that the recruits are expected to complete individually by learning and applying various topics required to complete the project. Starting with individual projects, the PBL approach ends with recruits working on a team project.

## **ANNEXURE – IV**

I have read and understood the terms of my enrolment letter. I agree and acknowledge that I am a Student/Scholar trainee with Wipro's WILP. I further undertake that I shall not represent to any person within Wipro or any other third

party that I am an employee of Wipro Ltd and I fully understand that such false representation shall entail severe disciplinary action including immediate cancellation of my enrolment.

### **Travel, Accommodation, Food & Other Miscellaneous Expenses**

#### **Travel**

- i. You would be entitled for Rs. 1500 from the date of appointment as a lump sum amount that will be credited with your first month stipend. You may utilize this amount towards Travel and you would not need to submit bills towards usage of this amount.
- ii. There is no provision for reimbursement/allowance towards any expenses incurred in lieu of attending training or classes at different locations in the same city.

#### **Accommodation, Food & other Miscellaneous Expenses**

- i. You would be entitled for Rs.400 per day for 8 days (total amount of Rs.3,200) from the date of joining. You may utilize this amount towards accommodation, food & other miscellaneous expenses. This would be paid as a lump sum amount that will be credited with your first month stipend and you would not need to submit bills towards usage of this amount.
- ii. If your posting location (the location where you would be based out of after training) is different from the training location (location where you undergo initial training), you would be entitled for the following:  
  
Settlement and Miscellaneous Expenses: Rs.1200 per day for 7 days (total amount of Rs. 8,400) from the date of reporting to the posting location. You may utilize this amount towards boarding, lodging, conveyance & other miscellaneous expenses.
- iii. Any location change after reporting to posting location will be treated as relocation/transfer and will be covered under the Transfer policy for Team Rainbow. For details you can refer the policy at myWipro-> My Policies -> India->My Travel>Transfer Policy-Team Rainbow.
- iv. Campus joiners would not be eligible for accommodation at the Wipro guest houses.

**Please note in the event that the employee leaves the organization within 6 months from the date of joining, all payments processed under Joining & Relocation Entitlements shall be recovered from the employee at the time of exit.**

**Skill Preferences 1 :** [DAAI -Cloud & Digital Database](#)

**Location Preferences 1 :** [Bangalore](#)

**Skill Preferences 2 :** [CEP-SAP-ABAP](#)

**Location Preferences 2 :** [Mysore](#)

**Skill Preferences 3 :** [Python App](#)

**Location Preferences 3 :** [Chennai](#)

☒ Accept ☐ Decline

☒ **Signature** [Radheshyam Thakur 25/1/2023 10:00 PM](#)

(checking the checkbox above is equivalent to a handwritten signature)

Registered Office:

**Wipro  
Limited**

**T** :+91 (80) 2844 0011

Doddakannelli

**F** :+91 (80) 2844 0054

Sarjapur  
Road

**E** :info@wipro.com

Bengaluru  
560 035

**W** :wipro.com

India

**C** :L32102KA1945PLC020800

26168298



**Subject: Offer of Employment**

Dear Pushpit Khare

Heartiest Congratulations to you!

HDFC Life is delighted to offer you the full-time position of Executive Trainee in our contingent upon your successful clearance of MBA examination.

A detailed Compensation structure is enclosed herewith (Annexure 1) for your reference. An appointment letter along with the terms and conditions of employment will be issued to you after joining.

We are extremely excited to have you onboard. We are looking forward to receiving your acceptance of the offer on the duplicate copy of this letter. Please attach your resume and two passport size photographs with the same.

Warm Regards,

**Human Resources**



**Annexure 1**

**Designation:** Executive Trainee

**Band:** J2

**CTC STRUCTURE**

| Pay Items | Per Annum | Per Month |
|-----------|-----------|-----------|
|-----------|-----------|-----------|

| Fixed Pay                                                                                                                                                                                                                                                                                   |          |        |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|--------|
| Basic                                                                                                                                                                                                                                                                                       | 1,15,500 | 9,625  |
| Other Allowance                                                                                                                                                                                                                                                                             | 64,493   | 5,374  |
| Tablet Allowance                                                                                                                                                                                                                                                                            | 12,000   | 1,000  |
| Daily Activity Allowance                                                                                                                                                                                                                                                                    | 24,000   | 2,000  |
| House Rental Allowance                                                                                                                                                                                                                                                                      | 69,300   | 5,775  |
| Statutory Bonus                                                                                                                                                                                                                                                                             | 24,000   | 2000   |
| Total Monthly Gross                                                                                                                                                                                                                                                                         | 3,09,293 | 25,774 |
| Retirals and Other Benefits (As per relevant Regulations & Acts)                                                                                                                                                                                                                            |          |        |
| Provident Fund                                                                                                                                                                                                                                                                              | 21,600   |        |
| Gratuity                                                                                                                                                                                                                                                                                    | 5,582    |        |
| Flexi Pay                                                                                                                                                                                                                                                                                   | 41,225   |        |
| Valued Benefits                                                                                                                                                                                                                                                                             |          |        |
| Group Insurance Benefit                                                                                                                                                                                                                                                                     | 7,300    |        |
| Fixed Cost to Company                                                                                                                                                                                                                                                                       | 3,85,000 |        |
| Variable Pay                                                                                                                                                                                                                                                                                |          |        |
| Variable Pay for Performance <sup>2</sup>                                                                                                                                                                                                                                                   | 40,000   |        |
| Total Cost to Company                                                                                                                                                                                                                                                                       | 4,25,000 |        |
| <sup>2</sup> Variable Pay for Performance (VPP) is subject to your achieving a rating of “3-Meets Expectations” and above. The rating is assigned to an individual, on successful completion of the Executive Trainee Program (12 m), basis actual performance against the defined targets. |          |        |
| Other Benefits (as per prevalent Company Policy):                                                                                                                                                                                                                                           |          |        |
| Group Term Insurance: Term cover of INR 12,00,000 Mediclaim: INR 4,00,000 for self and dependents                                                                                                                                                                                           |          |        |

<sup>1</sup>

**Flexi Pay:**

- Flexi component amount allocation can be planned by you in Flexi Benefit Planner. Please note that component selection will alter your monthly take home as against the aforementioned monthly gross
- LTA, Mobile Handset Allowance, Fuel & Driver are reimbursable components. On opting for these, the payout will be made only after submission of documents as provided in the Flexi Policy □ **Maximum amounts allocable under Flexi Pay are following:**

| Component                    | Per annum | Per month |
|------------------------------|-----------|-----------|
| LTA (Leave Travel Allowance) | 9,625     | 802       |
| Mobile Handset Allowance     | 10,000    | 833       |
| Fuel & Driver                | 21,600    | 1,800     |





Dear R J Pricilla,

I am pleased to extend an offer of employment for the position of Counselor at Sukino Health Care. After reviewing your qualifications and experience, we are excited about the prospect of you joining our team.

**Compensation and Benefits:**

Base Salary: 300000per year, payable bi-weekly.

Health Insurance: Comprehensive medical, dental, and vision insurance plans.

Retirement Plans: 401(k) with company match.

Professional Development: Opportunities for continuing education and training.

**Role and Responsibilities:**

As a Counselor at Sukino Health Care, your key responsibilities will include:

Providing individual and group counseling to clients with a focus on mental health and personal development.

Developing and implementing individualized treatment plans in collaboration with clients and healthcare teams.

Conducting assessments and evaluations to monitor client progress and adjust treatment plans as needed.

Engaging in crisis intervention and providing support during high-risk situations.

Facilitating workshops and support groups to promote mental wellness and stress management.

Maintaining confidential client records and adhering to ethical and professional standards.

**Conditions of Employment:**

Your employment is contingent upon the successful completion of background checks and verification of your professional credentials.

You will be required to sign a confidentiality agreement and adhere to Sukino Health Care's policies and procedures.

Acceptance:

Please confirm your acceptance of this offer by signing and returning a copy of this letter. Should you have any questions or require additional information, feel free to contact me directly.

We are excited about the possibility of you joining our team and contributing to the high-quality care we provide at Sukino Health Care. We look forward to your positive response.

Acceptance of Offer

I, [Candidate's Name], accept the position of Counselor at Sukino Health Care under the terms outlined in this offer letter.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



Dear R Rashmi Priyaa,

I am pleased to extend an offer of employment for the position of Counselor at Sukino Health Care. After reviewing your qualifications and experience, we are excited about the prospect of you joining our team.

**Compensation and Benefits:**

Base Salary: 300000per year, payable bi-weekly.

Health Insurance: Comprehensive medical, dental, and vision insurance plans.

Retirement Plans: 401(k) with company match.

Professional Development: Opportunities for continuing education and training.

**Role and Responsibilities:**

As a Counselor at Sukino Health Care, your key responsibilities will include:

Providing individual and group counseling to clients with a focus on mental health and personal development.

Developing and implementing individualized treatment plans in collaboration with clients and healthcare teams.

Conducting assessments and evaluations to monitor client progress and adjust treatment plans as needed.

Engaging in crisis intervention and providing support during high-risk situations.

Facilitating workshops and support groups to promote mental wellness and stress management.

Maintaining confidential client records and adhering to ethical and professional standards.

**Conditions of Employment:**

Your employment is contingent upon the successful completion of background checks and verification of your professional credentials.

You will be required to sign a confidentiality agreement and adhere to Sukino Health Care's policies and procedures.



Acceptance:

Please confirm your acceptance of this offer by signing and returning a copy of this letter. Should you have any questions or require additional information, feel free to contact me directly.

We are excited about the possibility of you joining our team and contributing to the high-quality care we provide at Sukino Health Care. We look forward to your positive response.

Acceptance of Offer

I, [Candidate's Name], accept the position of Counselor at Sukino Health Care under the terms outlined in this offer letter.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



## Welcome to Wipro's Work Integrated Learning Program ("WILP")

**Work Integrated Learning Programme**  
**Wipro Limited, Dodda Kannelli**  
**Sarjapur Road, Bengaluru - 560 035.**  
**Phone: (080) 28440011/12, Fax: (080) 28440256**

Dear RADHESHYAM THAKUR,

### **Sub: Enrolment letter to Wipro's Work Integrated Learning Program ("WILP") as Scholar Trainee – Work Integrated Learning Program**

Welcome to WILP!

With reference to your application, it is our pleasure to enroll you as a Scholar Trainee – Work Integrated Learning Program. This is a scholarship program customized as a robust academic and training program which will enable you to obtain M-Tech degree from one of the premier engineering institution / University in India.

The duration of the academic program shall be 48 months from the **date of enrolment to the academic program**. You will be enrolled into the academic program within 12 months from date of joining. Your date of joining will be intimated through a separate communication.

We hope you enjoy the learning with WILP and have an enriching experience being a part of Wipro Limited ("Wipro or "Company").

Please read through the terms and conditions of your enrolment as provided below.

We look forward to having a long and fruitful relationship with you at WILP, Wish you all the best!

Yours sincerely,  
For **Wipro Limited**,

**Aparna Shailen**  
**General Manager - Human Resources**

#### **Endorsement**

I accept the enrolment and the terms and conditions thereof as specified below. I shall report for undergoing study on

#### **Terms & Conditions of Scholarship**

##### **1. PROFILE:**

You have been selected to be a part of Wipro's WILP and are enrolled as a Scholar Trainee- Work Integrated Learning Program. Upon joining WILP, you will have to undergo a "Project Readiness Program" ('PRP') that prepares you to participate in projects at the Company as part of this learning program. This robust academic program will also enable you to obtain **M-Tech degree from one of the premier engineering Institution / University** upon successful completion of the course.

##### **2. DURATION:**

The duration of your academic program will be for a period of 48 months from the date of enrolment to the academic program. You will be enrolled into the academic program within 12 months from date of joining. Unless the Company extends the period of your study in writing, which is done solely at the discretion of the Company, your enrolment would automatically terminate at the end of the stated 48 months.

In case the Company extends the academic period (in writing) you will continue to be enrolled as a Scholar Trainee – Work Integrated Learning Program with WILP.

### 3. Appointment details:

We provide support to our global customers through various Company locations in India to suit customer requirements by operating 24x7. You would be operating from any of these locations and in any of the shifts, including night shift, as may be decided by the Company, keeping in mind the business needs and deliverables to customers.

### 4. Scholarship/Stipend and Benefits

During your period of enrolment, you would be entitled to a consolidated monthly scholarship.

Apart from the monthly scholarship, the Company will provide you with life & accidental insurance that would include a cover for you, the premium / cost will be taken care of by Wipro. This is a voluntary benefit offered by the Company and the details of the same are listed below.

- i. A Group Personal Accident Insurance (GPAI) coverage of **Rs.12,00,000/-**. You could also choose to get additional coverage for a nominal and highly negotiated premium. More details on the policy are available in My Policies section in myWipro, the HR portal at Wipro.
- ii. Group Life Insurance coverage of **Rs.14, 00,000/-**. This sum insured is inclusive of cover as per EDLI (Employee Deposit Linked Insurance). You can also get an extra coverage for a nominal and highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

In addition to the above, you are also eligible for medical insurance cover towards hospitalization.

You are eligible for a floater coverage of Rs.2,00,000/- per annum for family (self, spouse & children) towards hospitalization. There will be a deduction from your monthly scholarship/stipend depending on your marital/family status towards the base sum insured premium. 10% of the claim amount would need to be borne by the employee/Scholar trainee.

Base Medical insurance is to be availed by the employee as default. It is accounted for in deductions as a nominal monthly charge. Top-Up cover is voluntary and charged as applicable during renewal timelines.

If you wish to enhance the coverage, a top up cover option is also available for a highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

The below table lists down your scholarship details:

| Period      | Scholarship | ESI | Consolidated Scholarship (Rs. Per Month) |
|-------------|-------------|-----|------------------------------------------|
| First year  | 15000       | 488 | 15,488/- (*)                             |
| Second year | 17000       | 553 | 17,553/- (*)                             |
| Third year  | 19000       | 618 | 19,618/- (*)                             |
| Fourth year | 23000       | 0   | 23,000/- (*)                             |

(\*) You shall be responsible for payment of all statutory contributions, taxes, dues and levies as may be required under the relevant laws including contributions under Employees' State Insurance Corporation Act (**at 0.75% of your Scholarship**) as and when applicable to you. Such contributions, taxes, dues and levies where required, shall be deducted from your Scholarship and benefits according to applicable laws and regulations.

Your fourth-year scholarship will continue until completion of your M-Tech program. Your enrolment into the MTech academic program within 12 months from date of joining.

You shall be eligible to receive a onetime "joining bonus" of Rs.75,000 after you join Wipro along with your first month salary. All applicable taxes on the payment of this amount will be borne by you. Please note in the event you leave the organization within 12 months from the date of joining, payment processed under Joining bonus shall be recovered from the employee at the time of exit.

The enhancement of the scholarship at the end of each academic year of study will be at the discretion of the Company and subject to your satisfactory progress of study, acquisition of skills, behavior, regularity and punctuality in attendance. Your continued enrolment in the course, will be at the discretion of the Company, and is subject to satisfactory academic performance and other requirements as prescribed in the WILP portal.

In case your project performance at any stage is not found to be at par with the requirement of WILP, then you would be placed on performance improvement program (PIP). If you fail to successfully complete the PIP, the Company may at its sole discretion discontinue your enrolment in the WILP program.

#### **Book Allowance:**

A Book Allowance of Rs.1,250/- will be provided to you per semester. This allowance will be given every semester except the last semester when you will be engaged in dissertation. The allowance will be paid to you centrally along with your scholarship during the course of each semester. The allowance will be subject to tax. Book allowance is applicable and paid only when you are registered for the semester.

#### **5. Training Agreement:**

- i. This letter of enrolment is subject to the execution of a training agreement in the prescribed proforma with Wipro Limited, Sarjapur Road, Doddakannelli, Bengaluru-560035 on or before joining the program ("Training Agreement").
- ii. This Training agreement shall be for a total period of 60 Months where you will be mentored for developing your skills and knowledge. This included technical training, in various formats, both online and offline and practical experience in various projects. The Company invests on your behalf for the cost of these trainings. Should you discontinue the WILP program or your enrolment with WILP is cancelled for any reason whatsoever before the completion of 60 months from the date of joining, the training expenses of Rs.75,000/- (Rupees Seventy five thousand only) will have to be paid by you as detailed in the Training Agreement.

#### **6. PROJECT READINESS PROGRAM (PRP)**

Upon enrolment, you will have to undergo a Project Readiness Program (PRP) to prepare you to participate in projects. This is offered by Wipro's - Talent Transformation Department to all campus and off-campus selects. The broad objective of PRP is to equip you with the necessary knowledge and skills that will enable you to start working on real-life project work which is an integral part of the WILP.

#### **7. Regulations of Academic study:**

- i. You will be enrolled for M-Tech program with a renowned institution ("University") that collaborates with Wipro for WILP.
- ii. Course specialization includes but is not limited to Software Systems, Software Engineering, Information Technology, Computing Systems and Infrastructure Management, Data Analytics, IoT, Cloud, Digital & Cyber security, Embedded Systems.
- iii. Your specialization and enrolment would be decided based on prevailing business requirements and decision of the Company is final and binding.
- iv. You will not be able to change Specialization track after enrolment.
- v. Overall program duration is 4 years from date of enrolment of academic program.
- vi. As per the program structure, a WILP Scholar trainee will register and pursue 4 to 6 courses per semester over 7 semesters.
- vii. You will be required to submit a project work / dissertation in your final semester (8<sup>th</sup> semester of your program). This will enable you to advance your professional capabilities by applying concepts and techniques in projects.
- viii. Each course has multiple evaluation components. This includes an assignment component, quiz, mid-semester examination and comprehension examination. All evaluation components are mandatory for securing a pass grade in a course as prescribed by the partnering institution.

- ix. Contact classes are organized as per the handout and calendar prepared and shared by the University at the beginning of each semester. In the normal course, one session of 2 hours duration per course per contact class is organized.
- x. You will be called upon to undergo studies during the hours and days as may be fixed by the Company from time to time. Normally, the study hours would be from 9:00am to 6:00pm
- xi. The faculty will take attendance/circulate attendance sheets for every session. It is your responsibility to ensure that your attendances are recorded properly.
- xii. WILP Scholar trainees are expected to be on time for every session. Punctuality is non-negotiable and the faculty reserves the right to deny entry and attendance to late comers.
- xiii. Attending 75% of contact session is mandatory for each course to appear for examinations.
- xiv. Not attending classes for reasons like medical/on the job training /late coming/personal problems and other similar reasons would be treated as absenteeism.
- xv. Scholar trainees who fail to meet the minimum attendance criteria will not qualify for comprehension exams for any of the registered courses in that semester.
- xvi. For any reason, you are not able to meet the minimum attendance criteria or not complete the mandatory assignments / quiz / examinations in any semester, you are required to repeat the same semester as and when the next batch is organized. In such cases, rules and regulations governing academic programs at that time would be applicable. In addition, additional semesters fees are to be borne by you as prescribed by the University.
- xvii. At the end of each semester, the performance of each Scholar Trainee in a course, is specified as a letter grade which is obtained through a Relative Grading procedure
- xviii. Any Scholar trainee securing 3 or more cumulative fail grade at any point in time will be expelled from WILP Program.
- xix. The 8th semester of study is fully devoted for dissertation / project work
- xx. If a Scholar trainee's CGPA is less than 5.5, the Scholar trainee will not be permitted to register for the dissertation. He/she has to re-appear for exams and secure a CGPA of 5.5 before taking up the dissertation. Also, a Scholar trainee with an E grade in any course will not be permitted to register for the Dissertation
- xxi. Project / Dissertation work has to be carried out by each individual separately. Teamwork is not permitted.
- xxii. The dissertation has to be completed strictly as per the guidelines that are outlined by collaborating institution.
- xxiii. WILP Scholar trainees are expected to maintain decorum and discipline in line with Wipro's professional work culture and environment.
- xxiv. In cases where a Scholar trainee deviates from the expected behaviour as prescribed by the WILP and partnering institution from time to time , strict action will be taken and the decision of the WILP Team / faculty /, University would be final and binding.
- xxv. Breach of integrity will be dealt with sternly. Such Scholar trainees will be asked to discontinue their studies and also expelled from WILP program.
- xxvi. On successful completion of the study, you will be eligible to receive the M-Tech degree from the collaborating University, in recognition of your successfully completing the course.
- xxvii. All Scholar trainees of the WILP will be given testimonials at the end of the successful completion of the M-Tech degree program. The testimonial contains the timeline in the WILP and the kind of project works carried during this opportunity.

Mode of contact session, examination pattern and other academic program norms are subject to change based on the prevailing situation / University norms declared from time to time. Decision of the University would be final and binding.

## **8. Conflict of Interest:**

- i. During your enrolment period with the WILP, you will focus exclusively on the requirements of the program. In addition to your study and academic requirements, you are required to engage yourself exclusively in the work assigned by Wipro and shall not take up any independent or individual assignments (whether part time or full time, in an advisory capacity or otherwise) directly or indirectly without the express written consent of Head /

## Manager of WILP Academy

- ii. You shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any person who is involved in activities, which are or shall be in conflict with the interests of Wipro.
- iii. The Conflict of Interest Policy also refers to the need on your part, during your enrolment and for a period of one year from the cessation of your enrolment with WILP (irrespective of the circumstances of, or the reasons for, the cessation) not to solicit, induce or encourage:
  - a. Any student/scholar trainee of the WILP to abandon /withdraw their enrolment with the program or to accept enrolment and/or employment with any competitor, supplier or any customer with whom you have a connection.
  - b. Any employee of Wipro to terminate their employment with Wipro or to accept employment with any competitor, supplier or any customer with whom you have a connection.
  - c. Any customer or vendor of Wipro to move their existing business with Wipro to a third party or to terminate their business relationship with Wipro.
  - d. Any existing employee and/or student of WILP to become associated with, or perform services of any type for any third party.
- iv. In case of any conflict or doubt, please discuss the matter with Head / Manager of WILP, to understand Wipro's position on this and resolve the conflict.

## 9. Obligation and Responsibilities:

- i. During the study period you will be governed by the WILP regulations and instructions as may be modified, from time to time, in relation to conduct, discipline and other matters.
- ii. During your study as part of WILP, Company expects you to undergo study in the area in which you are placed, with a high standard of initiative and efficiency. This is critical and Company has zero tolerance towards any deviations.
- iii. You would not be allowed to seek membership of any local or public body without the written approval from the Head / Manager of WILP.
- iv. During the study period and thereafter, you would not be allowed to give out to anyone in writing or by word of mouth or otherwise, particulars or details of work - process, technical know-how, research carried out, security arrangements, or administrative and/or organizational matters of confidential or secret nature which you may come across during your academic study or become known to you by virtue of your undergoing study under WILP or otherwise.
- v. You are bound by all regulations, instructions and policies of the WILP and Wipro. These are updated / modified on a periodic basis and new policies may be introduced and notified to Scholar trainees from time to time and you will be bound to comply with the same.
- vi. In consideration of the opportunities, trainings and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by WILP/Wipro and in the course of your association with WILP. This covenant shall endure during your association and beyond the cessation of your association with WILP (irrespective of the circumstances of, or the reasons for, the cessation).
- vii. In connection with your association with Wipro as part of the WILP and during the term of your association upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business or academic session hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

During the period of academic study, if you develop or conceptualize inventions, ideas, concepts, discoveries, techniques and improvements (including without limitation computer software) solely or jointly with others in relation to the operation of the WILP / Wipro, such developments will be fully communicated to the WILP academy and will be the sole intellectual property of Wipro. You agree to cooperate in the execution of documents to facilitate the assignment of such intellectual property when required.

## 10. Confidentiality:

- i. In consideration of the opportunities, training and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by Wipro and in the course of your enrolment. This covenant shall endure during your enrolment and beyond the cessation of your enrolment with Wipro (irrespective of the circumstances of, or the reasons for, the cessation).
- ii. During your training on projects at Wipro, you will be expected not to use or disclose any confidential information, including trade secrets, of any former employer (if any) or other person with whom you have an obligation of confidentiality and by signing below you affirm that you have no conflicting obligations or non-compete agreements that would prevent you from working without limitation for Wipro.

## **11. Assignment of Intellectual Property**

In connection with your enrolment and during the term of your enrolment, upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

## **12. Posting**

During the initial study period, initially you would be made familiar with Wipro, but you may if needed be re-assigned or transferred to another division, department, establishment or new location where Wipro, has its office or operation and WILP classes are running in the particular location, in India, without enhancing the scholarship amount. On placement of this nature, you will also be governed by the disciplinary rules and regulations as applicable in that unit/branch. You may also be placed in any sister company of Wipro, for practical studies.

## **13. Misconduct:**

- i. In case you are charged with any misconduct or disciplinary issue during your study period, your enrolment with WILP may be temporarily placed on suspension without payment of scholarship amount, for such period as Wipro may deem fit. If the charges against you are proved to be true, your enrolment may be immediately cancelled, without any notice or payment of scholarship in lieu of notice notwithstanding any clause of this letter of enrolment. It is clarified that this clause is without prejudice to Wipro's rights to enforce the Training Agreement duly signed by you even after cancellation of your enrolment for whatever reasons as the case may be.
- ii. Notwithstanding the condition regarding written notice of termination and without prejudice to Wipro's right to enforce the Training agreement, Wipro shall have the right to terminate your academic study without any notice or payment of scholarship in lieu thereof, if any declaration given or information furnished by you to WILP/ Wipro is found to be false or if you are found to have willfully suppressed any material information.

**Please note that at any stage, whether during your selection process or upon enrolment with the WILP, if it is brought to our notice that you have indulged in malpractices or used illegal means to clear your online assessment, Wipro shall withdraw or revoke the enrolment and cancel the same with immediate effect and we reserve our rights to take suitable action against you as we may deem fit.**

## **14. Cancellation of Enrolment:**

Notwithstanding any of the clauses of this letter of enrolment, Company reserves the right at its sole discretion to cancel this enrolment during the study period without assigning any reason, by giving one month's (30 days) notice or one month's scholarship/stipend in lieu of notice.

## **15. Study Hours:**

- i. As a Scholar Trainee – Work Integrated Learning Program, you will be called upon to undergo studies during the hours and days as may be fixed by WILP from time to time as per the University requirements.
- ii. You would be assigned to any of the locations and any project work as part of your WILP as may be decided by the Company.
- iii. The full day lecture sessions will be held at any of Wipro's other establishments/outourced venue. You may also be called upon to attend academic study as and when required on holidays, as may be scheduled in accordance with the convenience of the organizing team of the WILP.
- iv. The university will plan contact classes in multiple format to suit the project work situations and university guidelines such as contact classes in ILT (instructor Led training) and / or VILT (virtual Instructor Led Training and Self-Directed / Recorded lecture sessions).

## 16. General:

- i. This letter of enrolment is subject to the condition that you have not provided us with any false declaration or wilfully suppressed any material information. If you have, you will be liable for cancellation of enrolment from the WILP without any prior notice.
- ii. The terms of this letter of enrolment may be specifically enforced legally, if required. In this connection, if any of the provisions of this letter are declared or found to be void or unenforceable due to any reason whatsoever, the remaining provisions of this letter shall continue in full force and effect.
- iii. These enrolment terms supersede and replace any existing agreement or understanding, if any, between Wipro and you relating to the same subject matter.
- iv. You warrant that you are not prevented by a court or by any other administrative or judicial order from enrolling under this agreement. In the event that you are not a citizen of the country of posting, you should have a valid work permit to work in the country of posting.
- v. During the period of enrolment you are required to comply with all policies of WILP and Wipro. These policies are updated / modified on a periodic basis and new policies may be introduced and notified to the Scholar Trainees from time to time. You agree to comply with all policies as modified from time to time.

## 17. On Completion/Cancellation of Academic Program:

- i. On Completion of the academic program or cancellation of your enrolment , as the case may be, you will immediately surrender to Wipro/ the Academy all specifications, formulae, documents, literature, drawings or records, etc. belonging to Wipro/ the Academy or relating to its business and shall not make or retain any copies of these items.
- ii. You are not eligible to receive testimonial certificate if you do not successfully complete the academic study in accordance with this letter of enrolment and the study scheme formulated by the Academy.
- iii. Wipro reserves the right to offer employment at its sole discretion to a Scholar trainee on successful and satisfactory completion of the academic study.

## 18. Acceptance of Enrolment Letter:

Upon accepting the above terms and conditions, you are required to return the duplicate of this letter of enrolment, duly signed by you as a token of your acceptance on the day of joining WILP program.

Please confirm that the above terms are acceptable to you and that you accept the enrolment by signing a copy of this letter of enrolment and submit the same on the date of joining.

## 19. Work Allocation:

As part of your work responsibilities, you may be assigned to work on certain projects/accounts or other assignments as may be deemed fit by the Company in its sole discretion. Refusal to accept and deliver on such assignments shall be treated as a refusal to work and may result in termination of your employment or other disciplinary action.

Yours sincerely,

For **Wipro Limited**,



**Aparna Shailen**  
**General Manager - Human Resources**

I have read, understood and agree to accept the enrolment on the terms and conditions herein.

I shall be present for the induction session on



## **ANNEXURE I**

### **CONFIRMATION ON SHARING PERSONAL INFORMATION (AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT, 2000)**

I Radheshyam Thakur, confirm that I am voluntarily sharing my Personal Information with Wipro Limited ('Wipro') being a part of WILP of Wipro for the following purposes:

- a. validating my application form and retaining records on the same for any future reference/verification;
- b. processing my application form including background verification checks;
- c. academic study related actions including record keeping, processing scholarship advance and benefits and any action required in the context of my enrolment with Wipro, being a part of WILP.

In this context, I also agree to the retention of such Personal Information by Wipro for any future reference/verification and authorize Wipro to transfer the same to a third party.

I understand that 'Personal Information' means any information, relating to me that is available with Wipro and is capable of identifying me."

## **ANNEXURE II**

I hereby confirm that I shall submit the required academic certificate including but not limited to mark sheet and Provisional or Convocation Degree Certificate within 3 months from my date of joining. I understand that my enrolment is subject to my aggregate meeting the Wipro eligibility criteria and submission of the above mentioned documents.

I hereby declare that all the particulars mentioned above are true to the best of my knowledge. In the event of my failure to submit the above mentioned documents or in case of any discrepancy, I shall be liable for termination of my enrolment with Wipro.

## **ANNEXURE – III**

### **INITIAL INDUCTION PROGRAM**

The Talent Transformation team at Wipro groom's campus selects to help them face the challenges of the corporate world.

A holistic 360 degree approach to training is adopted and helps them hone their fundamental computer skills followed by insights into Wipro businesses, process, technology and behavioural skills.

To understand and appreciate the mindset of the young Trainees and ensure that the transformation is smooth, the induction program is done by a team of dedicated professionals who have exposure to the academic and corporate sectors alike. Project Readiness Program (PRP) is a training program designed to address the basic learning needs of the Trainees.

#### **Corporate Readiness Program - CRP**

The CRP program is focused on making young Trainees comfortable in a corporate environment. This program starts with a corporate induction.

"EMERGE" a behavioural skills building training program ensures that the fresh Trainee start feeling at ease in the "corporate world". This activity based behavioural intervention informs the new entrants about the corporate work culture and business etiquette.

#### **Technology Readiness Program - TRP**

The technology training provides critical technical skills required to work on projects allocated to Trainees and prepare to face the demands of the project world. We begin doing this by familiarizing with Wipro's businesses and work environment.

The methodology of training is "Project Based Learning" (PBL) approach, the entire learning is designed around a series of projects that the recruits are expected to complete individually by learning and applying various topics required to complete the project. Starting with individual projects, the PBL approach ends with recruits working on a team project.

## **ANNEXURE – IV**

I have read and understood the terms of my enrolment letter. I agree and acknowledge that I am a Student/Scholar trainee with Wipro's WILP. I further undertake that I shall not represent to any person within Wipro or any other third

party that I am an employee of Wipro Ltd and I fully understand that such false representation shall entail severe disciplinary action including immediate cancellation of my enrolment.

### **Travel, Accommodation, Food & Other Miscellaneous Expenses**

#### **Travel**

- i. You would be entitled for Rs. 1500 from the date of appointment as a lump sum amount that will be credited with your first month stipend. You may utilize this amount towards Travel and you would not need to submit bills towards usage of this amount.
- ii. There is no provision for reimbursement/allowance towards any expenses incurred in lieu of attending training or classes at different locations in the same city.

#### **Accommodation, Food & other Miscellaneous Expenses**

- i. You would be entitled for Rs.400 per day for 8 days (total amount of Rs.3,200) from the date of joining. You may utilize this amount towards accommodation, food & other miscellaneous expenses. This would be paid as a lump sum amount that will be credited with your first month stipend and you would not need to submit bills towards usage of this amount.
- ii. If your posting location (the location where you would be based out of after training) is different from the training location (location where you undergo initial training), you would be entitled for the following:  
  
Settlement and Miscellaneous Expenses: Rs.1200 per day for 7 days (total amount of Rs. 8,400) from the date of reporting to the posting location. You may utilize this amount towards boarding, lodging, conveyance & other miscellaneous expenses.
- iii. Any location change after reporting to posting location will be treated as relocation/transfer and will be covered under the Transfer policy for Team Rainbow. For details you can refer the policy at myWipro-> My Policies -> India->My Travel>Transfer Policy-Team Rainbow.
- iv. Campus joiners would not be eligible for accommodation at the Wipro guest houses.

**Please note in the event that the employee leaves the organization within 6 months from the date of joining, all payments processed under Joining & Relocation Entitlements shall be recovered from the employee at the time of exit.**

**Skill Preferences 1 :** [DAAI -Cloud & Digital Database](#)

**Location Preferences 1 :** [Bangalore](#)

**Skill Preferences 2 :** [CEP-SAP-ABAP](#)

**Location Preferences 2 :** [Mysore](#)

**Skill Preferences 3 :** [Python App](#)

**Location Preferences 3 :** [Chennai](#)

☒ Accept ☐ Decline

☒ **Signature** [Radheshyam Thakur 25/1/2023 10:00 PM](#)

(checking the checkbox above is equivalent to a handwritten signature)

Registered Office:

**Wipro  
Limited**

**T :**+91 (80) 2844 0011

Doddakannelli

**F :**+91 (80) 2844 0054

Sarjapur  
Road

**E :**info@wipro.com

Bengaluru  
560 035

**W :**wipro.com

India

**C :**L32102KA1945PLC020800

26168298



## OFFER LETTER

Dear Raghav Pandey,

Subsequent to your meetings with Go Digit General Insurance Limited, we are pleased to make an offer of employment on the following terms and conditions:

- 1.1 You shall be appointed to the position of **Graduate Trainee Engineer – Analytics and Data Science**.
- 1.2 As an employee of the Organisation, your Gross Annual Compensation (Cost to Company) will be **Rs. 450000/-** (Rupees Four Lac Fifty Thousand Only).
- 1.3 Your Gross Annual Compensation will include a performance-linked variable of **11.00%** subject to achievement of pre-defined targets.
- 1.4 All terms and conditions of your employment, including the code of conduct, will be in accordance with the Company's policies and procedures and the Employment Agreement.
- 1.5 The Trainee Program will be for a period of **1 year** from your date of joining.
- 1.6 Your employment will also be dependent upon completion of your Graduation / Post Graduation as per the training programme.
- 1.7 Your employment with the Company is subject to:
  - (a) The accuracy of the testimonials and information provided by you; and,
  - (b) You being free from any contractual restrictions preventing you from accepting this offer and will return receipt of acceptance of this offer within 5 workings days.
- 1.8 At any time, the contract may be terminated by either party by giving 90 days' notice in writing. Go Digit General Insurance reserves the right to payment of salary in lieu of the notice period.
- 1.9 We are glad that you have accepted our offer. In order to confirm your joining, you would be required to submit a proof of your resignation from your current company



within 7 days of receipt of this offer letter. In case of failure to submit the same within the stipulated time period, the company reserves a right to withdraw this offer.

On the day of your joining kindly bring photocopies of your certificates (all education qualifications, address proof, Pan card copy, ID proof, all previous employers' certificates, Form 16, Last employer's salary slip of last 3 months, relieving Letter from last employer), along with four passport size photographs.

This offer is being issued subject to successful verification of all your documents submitted. As a token of your acceptance of our offer and the terms of this letter, please sign in the space provided below and return the same to us. We are excited at the prospect of having you join us and look forward to a rewarding association.

**Annexure A**  
**Compensation Entitlement Sheet**

|                               | <b>Monthly</b> | <b>Annual</b>  |
|-------------------------------|----------------|----------------|
| Basic Salary                  | 11,667         | 140,000        |
| HRA                           | 4,667          | 56,000         |
| Education Allowance           | 200            | 2,400          |
| LTA                           | 972            | 11,662         |
| Statutory Bonus               | 972            | 11,662         |
| Special Allowance             | 12,495         | 149,942        |
| <b>Gross Salary</b>           | <b>30,972</b>  | <b>371,666</b> |
| <u>Employer Contributions</u> |                |                |
| EPF                           | 1,800          | 21,600         |
| ESI                           | 0              | 0              |
| Gratuity                      | 561            | 6,734          |
| <b>Fixed Compensation</b>     | <b>33,333</b>  | <b>400,000</b> |
| <b>Variable Pay</b>           |                | <b>50000</b>   |
|                               |                |                |
| <b>Annual Cost to Company</b> |                | <b>450,000</b> |

**Deductions:**

|                |               |               |
|----------------|---------------|---------------|
| EPF            | 1,800         | 21,600        |
| ESIC           | 0             | 0             |
| PT Deduction   | 200           | 2,500         |
| <b>Net Pay</b> | <b>28,972</b> | <b>450000</b> |

\*TDS deduction is subject to taxable income.

\*\*If your Annual Compensation includes a performance-linked variable then the payment will be subject to achievement of predefined targets. Variable pay shall be paid depending upon the performance of the employee and as per the company policies. Employee who has resigned or is serving his/her notice period, as on the date of payment, will not be eligible for payment of variable pay.

\*\*\* Eligibility for increment shall be depending upon the performance of the employee and as per company policies. Employee who has resigned or is serving his/her notice period will not be eligible for increment.

Sincerely,

**For Go Digit General Insurance Limited**



**Amrit Jaidka Arora**  
**CHRO**

**Vibhanshu Patel**



**Name:** Rahul H

**Designation:** Associate Engineer

**Band:** A3

**Work Location:** Bangalore

**Compensation and Benefits:**

|                            |                      |
|----------------------------|----------------------|
| <b>Total Targeted Cash</b> | <b>INR.550,000/-</b> |
|----------------------------|----------------------|

| <b>Breakup- Total Guaranteed Cash</b>  |                    |
|----------------------------------------|--------------------|
| <b>Components</b>                      | <b>Annual(INR)</b> |
| Basic                                  | 205,608            |
| House Rent Allowance                   | 133,646            |
| Provident Fund (Employer Contribution) | 24,673             |
| Flexi Benefit Plan*                    | 150,092            |
| <b>Total Guaranteed Compensation</b>   | <b>514,019</b>     |
| Annual Incentive Plan**                | 35,981             |
| <b>Total Targeted Cash</b>             | <b>550,000</b>     |

| <b>Other Benefits / Perquisites</b> |        |                                                                                                                                     |
|-------------------------------------|--------|-------------------------------------------------------------------------------------------------------------------------------------|
| Gratuity                            | 9,890  | As per the Gratuity Act. Since this is not a perquisite, either the title can be only other benefit, or we create one more category |
| Free Transportation                 | 72,000 | Not a Reimbursement                                                                                                                 |
| Medical Insurance, GAI and GTLI     | 27,000 | Not a Reimbursement – (Average Premium)                                                                                             |
| Certification Reimbursement         | 30,000 | Applicable as per the Policy                                                                                                        |

| *Flexi Benefit Plan components:<br>Total of all options selected can not exceed the total amount under the "Flex Benefit Plan" |                                                           |
|--------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------|
| Leave Travel Allowance                                                                                                         | Maximum up to Flexi benefit plan component                |
| Meal Card                                                                                                                      | INR 26,400.                                               |
| Superannuation                                                                                                                 | 15% of basic wages or Rs.1.5 lakhs p.a. whichever is less |
| Employee Gift                                                                                                                  | INR 4,999                                                 |
| National Pension Scheme(NPS)                                                                                                   | Maximum up to 10% of Basic Pay                            |

#### **\*\*Annual Incentive Plan:**

While there is no guaranteed minimum award, the Annual Incentive Plan for you will be 7% of your 'TGC'; the maximum incentive amount for you under the plan is 10.5% of your 'TGC'.

#### **Leave and Holidays:**

- All Purpose Leaves (APL): 25 days per calendar.
- National and Festival Holidays: 10 days

#### **Annual Health Checkup:**

- Employees are eligible for annual health check up every year sponsored by the company. The benefit is also extended for the dependents for a discounted rate

#### **Medical Insurance:**

- Coverage amount INR. 500,000/-
- Coverage Self + 5 Dependents (Dependents includes Spouse, two (2) children, Parents / Parents in Laws)
- Co-pay of 15% applicable for Parents / Parent in laws

#### **Group Accident Insurance (GAI):**

Coverage: 5 times of your Total Guaranteed Cash ("TGC") subject to the terms and conditions outlined in the policy.

#### **Group Term Life Insurance (GTLI):**

Coverage: 5 times of your Total Guaranteed Cash ("TGC") subject to the terms and conditions outlined in the policy.



**RAHUL JEEVAN**

Dear **RAHUL JEEVAN**

On behalf of CAI Info India Private Ltd., I would like to reconfirm our verbal offer of employment as a **"Jr. Software Engineer"** for an annual CTC of Rs. 3,00,000.00 (Rupees three lakhs thirty thousand) beginning on your anticipated start date, Monday, February 05, 2024. This will be paid to you monthly at the end of each month in increments of Rs. 25,000.00 (gross monthly CTC).

Special Clauses:

- During the period of your employment, the Company may at any time assign or transfer you to any location in the world where the Company/its clients has its establishment. In such an event, you shall be entitled to allowances in accordance with the policies of the Company.
- If you do not have an existing account with ICICI Bank, you will be required to establish one within 2 weeks of your first pay.
- You shall be considered for the next financial review in 2025.

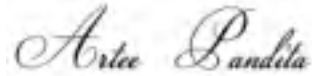
You are required to bring the following documents at the time of reporting for employment: -

- Last updated resume
- Latest passport size photograph
- A copy of Educational Certificates for all years of education and mark cards -
- Copy of passport
- Form 16

Please sign the bottom portion of this letter indicating your acceptance of this position and return the same immediately. You will be issued an appointment letter upon your acceptance of this offer letter.

Thank You and Welcome.

Yours Truly, Accepted By:



**Artee Pandita** \_\_\_\_\_  
**Director-Human Resources**

Divyasree Towers, Floor 5, Guruppanapalya  
Bannerghatta Main Road, Bangalore-560029  
[www.cai.io](http://www.cai.io) [inquire@cai.io](mailto:inquire@cai.io)

Detailed CTC Breakdown:

| Description       | Monthly              | Yearly                 |
|-------------------|----------------------|------------------------|
| Basic             | INR 13,750.00        | INR 1,65,000.00        |
| HRA               | INR 5,500.00         | INR 66,000.00          |
| Conveyance        | INR 300.00           | INR 3,600.00           |
| Medical Allowance | INR 700.00           | INR 8,400.00           |
| Statutory Bonus   | INR 2,500.00         | INR 30,000.00          |
| Provident Fund    | INR 3,300.00         | INR 39,600.00          |
| Gratuity          | INR 661.38           | INR 7,936.50           |
| Special Allowance | INR 788.63           | INR 9,463.50           |
| <b>Total</b>      | <b>INR 25,000.00</b> | <b>INR 3,00,000.00</b> |

Accepted By:

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Divyasree Towers, Floor 5, Guruppanapalya  
Bannerghatta Main Road, Bangalore-560029  
[www.cai.io](http://www.cai.io) [inquire@cai.io](mailto:inquire@cai.io)

**CAI Info India Private Limited**

080 -45340400



**Offer: Computer Consultancy**

**Ref: TCSL/DT20228278619/Bangalore**

**Date: 8/9/2022**

Dear RAHUL K B

**Sub: Letter of Offer**

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade **Y**. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be **350000/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year. Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &



Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

## **COMPENSATION AND BENEFITS**

### **BASIC SALARY**

You will be eligible for a basic salary of `14,784/- per month.

### **BOUQUET OF BENEFITS (BoB)**

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

#### **1. House Rent Allowance (HRA)**

Your HRA will be `5,914/- per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

#### **2. Leave Travel Allowance**

You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

#### **3. Food Card**

You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias. As per the Pre-Defined structure you will be eligible for a Food Card with an amount of `500/- being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.



## **PERFORMANCE PAY**

### **Monthly Performance Pay**

You will receive a monthly performance pay of `1,700/-. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

### **Quarterly Variable Allowance**

Your variable allowance will be `600/- per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

## **CITY ALLOWANCE**

You will be eligible for a City Allowance of `200/- per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

## **XPLORE/ LEARNING INCENTIVES**

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

## **OTHER BENEFITS**

### **Health Insurance Scheme**

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:



## **1. Basic Cover**

i. Entitlement - Includes domiciliary expenses up to `6,000/- per insured person per annum and basic hospitalization expenses up to `2,00,000/- per insured person per annum.

ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

## **2. Higher Hospitalisation**

Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

i. Entitlement - You and your enrolled dependants will be entitled for `12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

## **Maternity Leave**

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother, may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

## **Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)**

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of `250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

## **Loans**

You will be eligible for loans, as per TCSL's loan policy.

## **Professional Memberships**

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.





## **RETIRALS**

### **Provident Fund**

You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

### **Gratuity**

You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

## **TERMS AND CONDITIONS**

### **1. Aggregate Percentage Requirements**

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

### **2. Pre requisites for Joining**

To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.





### **3. Training Period**

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

### **4. Working Hours**

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

### **5. Mobility**

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

### **6. Compensation Structure / Salary components**

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

### **7. Increments and Promotions**

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

### **8. Alternative Occupation / Employment**

Either during the period of your traineeship or during the period of your employment as a



confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

## **9. Confidentiality Agreement**

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

## **10. Service Agreement**

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL `50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

## **11. Work in SBWS mode**

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.

## **12. Overseas International Assignment Agreement**

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related



documents pertaining to the international assignment for which you are being placed. In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

### **13. Terms and Conditions**

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

### **14. TATA Code of Conduct**

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

### **15. Notice Period**

Upon your confirmation, this contract of employment is terminable by you by giving 90 days notice in writing to TCSL. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion.

Upon your confirmation, this contract of employment may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

It is understood, agreed and made abundantly clear herein that you shall have to necessarily work during the notice period given by TCSL under this clause, unless you are otherwise relieved by TCSL by giving you payment in lieu of notice.

Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by it at its own discretion having regard to the responsibilities shouldered by you while being in the employment of TCS.

### **16. Retirement**

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

### **17. Pre-employment Medical Certificate**

You are required to submit a Medical Certificate of Fitness (in the format prescribed by



TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

### 18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

### 19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining. If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

### 20. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)



- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :

\*There is no criminal offence registered/pending against you

\*There is no disciplinary case pending against you in the university

- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

\*PAN Card (Permanent Account Number)

\*Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)

\*Passport

\*NSR E-Card

## **21. TCS Xperience Program**

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

## **22. Letter of Appointment**

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

## **23. Rules and Regulations of the Company**

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from





time to time. The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

#### **24. Compliance to all clauses**

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

#### **25. Data Privacy Clause:**

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of overseas deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

**Withdrawal of Offer**

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

**For TATA Consultancy Services Limited**

**Girish V. Nandimath**  
**Global Head Talent Acquisition & AIP**



[Click here](#) or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary  
Annexure 2: List of TCS Xplore Centres  
Annexure 3: Confidentiality and IP Terms



## GROSS SALARY SHEET

Annexure 1

|                       |                                          |
|-----------------------|------------------------------------------|
| <b>Name</b>           | <b>RAHUL<br/>K B</b>                     |
| <b>Designation</b>    | <b>Assistant System Engineer-Trainee</b> |
| <b>Institute Name</b> | <b>Others</b>                            |

Table 1: Compensation Details (All Components in INR)

| <b>Component Category</b>             | <b>Monthly</b> | <b>Annual</b>      |
|---------------------------------------|----------------|--------------------|
| <b>1) Fixed Compensation</b>          |                |                    |
| Basic Salary                          | 14,784         | 1,77,408           |
| Bouquet Of Benefits #                 | 7,646          | 91,752             |
| <b>2) Performance Pay**</b>           |                |                    |
| Monthly Performance Pay               | 1,700          | 20,400             |
| Quarterly Variable Allowance*         | 600            | 7,200              |
| <b>3) City Allowance</b>              | 200            | 2,400              |
| <b>4) Annual Components/Retirals</b>  |                |                    |
| Health Insurance***                   | NA             | 7,900              |
| Provident Fund                        | 1,774          | 21,289             |
| Gratuity                              | 711            | 8,533              |
| Total of Annual Components & Retirals | 2,485          | 37,722             |
| <b>TOTAL GROSS</b>                    | <b>27,415</b>  | <b>350000</b>      |
| <b>Xplore/ Learning Incentive****</b> |                | <b>Upto 60,000</b> |

# Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

\* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

\*\*The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

\*\*\* For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

\*\*\*\* Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

| <b>Component Category</b>        | <b>Monthly</b> | <b>Annual</b> |
|----------------------------------|----------------|---------------|
| House Rent Allowance             | 5,914          | 70,968        |
| Leave Travel Assistance          | 1,232          | 14,784        |
| Food Card                        | 500            | 6,000         |
| <b>GROSS BOUQUET OF BENEFITS</b> | <b>7,646</b>   | <b>91,752</b> |





## Annexure

|                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                       |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Ahmedabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Garima Park, IT/ITES SEZ, Plot # 41,<br>Gandhinagar - 382007                                                                                                                                                                                 | <b>Bangalore</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Gate 1, No 42, Think campus, Electronic City phase II,<br>Bangalore - 560100, Karnataka                                                                                           |
| <b>BUBANESHWAR</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Training Lab Venue: Barabati, IRC Block, Ground Floor,<br>Tata Consultancy Services Limited, (UNIT-II) - BARBATI<br>SEZ, IT/ITES - SPECIAL ECONOMIC ZONE (SEZ), PLOT NO.<br>35, CHANDAKA INDUSTRIAL ESTATE, PATIA,<br>Bhubaneswar - 751024 | <b>Chennai</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>415/21-24, Kumaran Nagar, Old Mahabalipuram Rd,<br>TNHB, Sholinganallur, Chennai, Tamil Nadu 600119                                                                                 |
| <b>DELHI – Gurgaon</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Block C, Kings Canyon, ASF Insignia, Gurgaon -<br>Faridabad Road, Gawal Pahari, Gurgaon - 122003,<br>Haryana                                                                                                                           | <b>DELHI – Noida</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. A-44 & A-45, Ground, 1st to 5th Floor & 10th<br>floor, Galaxy Business Park, Block - C & D, Sector - 62,<br>Noida - 201 309, UP                                      |
| <b>Guwahati</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>5th Floor, NEDFi House, G.S. Road, Dispur, Guwahati -<br>781006, Assam                                                                                                                                                                        | <b>Hyderabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Q City, Nanakramguda, Hyderabad                                                                                                                                                   |
| <b>INDORE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor,<br>Village Tigariya Badshah & Bada Bangarde, Tehsil<br>Hatod, Indore - 452018,<br>Madhya Pradesh                                                                                           | <b>KOLKATA</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Ecospace 1B building, 2nd Floor, Plot - IIF/12, New<br>Town, Rajarhat, Kolkata - 700160, West Bengal OR<br>Auditorium, 2nd Floor, Wanderers Building, Delta Park -<br>Lords |
| <b>KOCHI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>TCS centre, Infopark Road Infopark Campus, Infopark,<br>Kakkanad, Kerala 682042                                                                                                                                                                  | <b>MUMBAI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Yantra Park, Pokharan Road Number 2, TCS Approach<br>Rd, Thane, West, Thane, Maharashtra 400606                                                                                      |
| <b>NAGPUR</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,                                                                                                                                                                                         | <b>PUNE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park,<br>Hinjewadi Phase III, Pune - 411057, Maharashtra                                                                               |
| <b>Trivandrum</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Peepul Park, Technopark Campus, Kariyavattom P.O,<br>Trivandrum - 695581, India                                                                                                                                                             |                                                                                                                                                                                                                                                       |



## Annexure

### Confidentiality and IP Terms and Conditions

#### 1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.



## **2. Associate's Obligations**

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

## **3. Intellectual Property Rights**

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filing or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.



#### **4. Prior knowledge**

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

#### **5. Use of third party material**

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

#### **6. Security policies and Guidelines.**

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

#### **7. Working in SBWS Framework:**

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.





(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

## **8. Restriction on Associate's Rights**

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

## **9. No License**

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.



## **10. Equitable Rights**

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

## **11. General**

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay or omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.



(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.

**RAHUL KUMAR KARMALI**

Dear **RAHUL KUMAR KARMALI**

On behalf of CAI Info India Private Ltd., I would like to reconfirm our verbal offer of employment as a **"Jr. Software Engineer"** for an annual CTC of Rs. 3,00,000.00 (Rupees three lakhs thirty thousand) beginning on your anticipated start date, Monday, February 05, 2024. This will be paid to you monthly at the end of each month in increments of Rs. 25,000.00 (gross monthly CTC).

Special Clauses:

- During the period of your employment, the Company may at any time assign or transfer you to any location in the world where the Company/its clients has its establishment. In such an event, you shall be entitled to allowances in accordance with the policies of the Company.
- If you do not have an existing account with ICICI Bank, you will be required to establish one within 2 weeks of your first pay.
- You shall be considered for the next financial review in 2025.

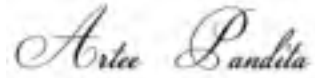
You are required to bring the following documents at the time of reporting for employment: -

- Last updated resume
- Latest passport size photograph
- A copy of Educational Certificates for all years of education and mark cards -
- Copy of passport
- Form 16

Please sign the bottom portion of this letter indicating your acceptance of this position and return the same immediately. You will be issued an appointment letter upon your acceptance of this offer letter.

Thank You and Welcome.

Yours Truly, Accepted By:



**Artee Pandita** \_\_\_\_\_  
**Director-Human Resources**

Divyasree Towers, Floor 5, Guruppanapalya  
Bannerghatta Main Road, Bangalore-560029  
[www.cai.io](http://www.cai.io) [inquire@cai.io](mailto:inquire@cai.io)



Detailed CTC Breakdown:

| Description       | Monthly              | Yearly                 |
|-------------------|----------------------|------------------------|
| Basic             | INR 13,750.00        | INR 1,65,000.00        |
| HRA               | INR 5,500.00         | INR 66,000.00          |
| Conveyance        | INR 300.00           | INR 3,600.00           |
| Medical Allowance | INR 700.00           | INR 8,400.00           |
| Statutory Bonus   | INR 2,500.00         | INR 30,000.00          |
| Provident Fund    | INR 3,300.00         | INR 39,600.00          |
| Gratuity          | INR 661.38           | INR 7,936.50           |
| Special Allowance | INR 788.63           | INR 9,463.50           |
| <b>Total</b>      | <b>INR 25,000.00</b> | <b>INR 3,00,000.00</b> |

Accepted By:

---

Divyasree Towers, Floor 5, Guruppanapalya  
Bannerghatta Main Road, Bangalore-560029  
[www.cai.io](http://www.cai.io) [inquire@cai.io](mailto:inquire@cai.io)

**CAI Info India Private Limited**

080 -45340400

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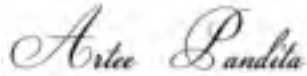
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- Latest passport size photograph
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- Form 16

Please sign the bottom portion of this letter indicating your acceptance of this position and return the same immediately. You will be issued an appointment letter upon your acceptance of this offer letter.

Thank You and Welcome.

Yours Truly, Accepted By:



**Artee Pandita** \_\_\_\_\_  
**Director-Human Resources**

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Bannerghatta Main Road, Bangalore-560029  
[www.cai.io](http://www.cai.io) [inquire@cai.io](mailto:inquire@cai.io)

Detailed CTC Breakdown:

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| Gratuity          | INR 661.38           | INR 7,936.50           |
| Special Allowance | INR 788.63           | INR 9,463.50           |
| <b>Total</b>      | <b>INR 25,000.00</b> | <b>INR 3,00,000.00</b> |

Accepted By:

---

Divyasree Towers, Floor 5, Guruppanapalya  
Bannerghatta Main Road, Bangalore-560029  
[www.cai.io](http://www.cai.io) [inquire@cai.io](mailto:inquire@cai.io)

**CAI Info India Private Limited**

080 -45340400



**CGI Information Systems and Management Consultants Pvt. Ltd.**

Regd. Office: e.city, Tower 2, No.95/1 & 95/2,  
Electronic City, Phase I (West)  
Bangalore – 560 100. India  
Tel +91-80-6642 2222 | Fax +91-80-6642 1200

**cgi.com**

CIN: U72200KA1990PTC019138

Dear RAHUL S

I am delighted to offer you a role at CGI Information Systems and Management Consultants Private Limited (“CGI” or “Company”) where we strive to create an environment in which we enjoy working together and, as owners, contribute to building a company we can be proud of. We are very excited about the prospect of having you join us, and look forward to welcoming you.

As part of the leading information technology companies in the world, there are many opportunities for growth and development, both individually and as part of a large professional community. I hope you will choose to be part of our CGI Global Community, a team of extraordinary people building a company that reflects their aspirations and is supported by our shared vision and values.

We are offering you the position of **Associate Software Engineer** and your **Total Target Earnings** is INR **302000-** in accordance with the terms and conditions contained below.

This offer is contingent on your:

- successful completion of your graduation with a minimum of [60%] of marks and no backlog in any semester;
- successful completion of pre/post-employment training designated by the Company. Details of the training, duration, and conditions of training will be communicated to you by the Company upon your acceptance of this offer. You are required to maintain the minimum attendance threshold throughout the training and achieve the grade pre-defined by the Company for the successful completion of the training.

Should you fail to achieve the above pre-requisite, the Company shall be entitled to revoke this offer at its discretion or terminate your employment forthwith without notice or pay in lieu thereof.

You are requested to report at Bengaluru our office on 24 July 2022 . Your appointment will be effective on your joining date. If you do not confirm your acceptance within the timeframe mentioned below, this offer will be considered withdrawn unless extended in writing by the Company.

- You are required to communicate your acceptance of this offer via email to your assigned Recruiter’s CGI email id on or before 23 July 2022. You will also be required to read, understand and execute the CGI Candidate Declaration that will be issued to you on your joining date.
- Your reporting time on the joining date is 8:30 a.m. Kindly note that it is important to be on time to complete the joining formalities.
- On your joining date, please bring the originals and one set of photocopies of the documents mentioned in Annexure-A.
- Please contact us at 080-4194 0000 (Monday to Friday between 9:30 a.m. to 5:30 p.m.) or via email to your CGI designated recruiter for any queries regarding your employment offer.

The terms and conditions governing your employment are as under:

- Your employment with the Company is at all times subject to you having and maintaining a valid work permit from the Government of India (if applicable). A copy of the work permit needs to be furnished by you on the date of on boarding failing which you will not be permitted to join. You hereby agree that you shall undertake all necessary steps to keep such work permit valid and subsisting throughout the term of your employment with the Company.



- Your employment will be subject to a probationary period of [6] months (**“Probationary Period”**). If your performance is, in the opinion of the Company, found to be satisfactory during this period, then the Company shall confirm the appointment in writing. The Company may, at its sole discretion, extend the Probationary Period, by providing you prior written notice. Your employment remains subject to [15] days’ notice of termination until you are notified in writing of the satisfactory completion of the Probationary Period.
- This appointment will be based on your agreement to serve the Company for a minimum period of two years effective your date of joining. On joining, you will have to sign the Employment Agreement with the Company
- This offer is conditional upon your having a valid passport. If you do not have a passport as of the date of this offer, you are required to apply for one immediately and produce the relevant acknowledgement on the day of your on boarding. Being part of consulting organization, it is your responsibility to monitor the validity of your passport and renew it in advance. Should you be denied a passport, or if you are otherwise unable to produce a copy of your passport, CGI shall be entitled to terminate your employment forthwith without notice or pay in lieu thereof. It is a condition of your employment that you have a valid passport at all times.
- During your employment with CGI, you may get opportunities to work on multiple platforms/skills at the sole discretion of CGI. CGI encourages and appreciates flexibility to work on different technologies
- Your services are transferable anywhere in India as also anywhere abroad within the CGI group of companies or other third parties. In case your services are transferred to any of our group companies or affiliates of the Company, you are required to abide by the rules and regulations pertaining to that company. You will carry out your duties as per the instructions of your superiors from time to time
- Your remuneration is strictly confidential. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should not be shared with anyone.
- **Code of conduct:** You will abide by CGI policies including all amendments as may be carried out from time to time at sole discretion of CGI (**“CGI Policies”**), and the applicable rules and regulations in force from time to time and will also be required to sign and abide by the **Code of ethics** and conduct as elucidated by the Company as part of your performance appraisal process. Any breach of the guidelines or the terms and conditions of employment may result in termination of your services without notice or compensation.
  - a) You will not carry on any business other than for the Company or enter for any part of your time in any capacity in the services of other person or persons and company or companies. You will devote your whole time and attention to your duties to promote the interests of CGI and you will not utilize or divulge to any person or persons any of our trade secrets or confidential information.
  - b) In the course of your employment with CGI, you shall not, without the previous written consent of CGI and which consent CGI may in its absolute discretion and without assigning any reason, withhold and/or refuse to accord directly and/or indirectly solicit and/or engage in the collection and donations for any trust or other organizations and/or institutions for charitable work and/or any other purposes and person/s and/or bodies corporate/institutions with whom you come into contact and/or have dealings with in the course of employment with CGI.
  - c) During your employment with CGI and perpetually thereafter, you will not transmit, disclose or otherwise use confidential information related to CGI, the affiliates or group companies of CGI, or the clients of CGI or its affiliates and group companies, to any unauthorized person, except as may be required in the course of discharging your duties in connection with CGI’s business. Confidential information means and includes information which is confidential and proprietary to CGI and its affiliates and group companies, and/or to certain third parties with which CGI has relationships, and disclosed to or obtained by you from CGI and/or such third parties, whether (without limitation) in graphic, written, electronic or machine readable form on any media or orally and whether or not the information is expressly stated to be confidential or marked as such and includes, but is not limited to information of value or significance to CGI and/or its competitors (present or potential) including but not limited to CGI’s intellectual property; client names; project related information; content; data; techniques; plans; designs; programs; customer information; identity and job descriptions of CGI’s personnel; organizational structure; financing relationships or terms; service provider or vendor relationships or terms; processes; methodologies; compensation or bonus data; the terms of this appointment letter; or any other information, not in the public domain pertaining to the business or affairs of CGI; but does not include information that is in the public domain other than by your breach of this appointment letter and/or of any other agreement to which you are bound by. You will not divulge confidential information to anyone, including family, friends, and especially others in the same or similar competing businesses. You will sign a Confidentiality and Non-Disclosure Agreement to protect CGI’s confidential information at the time of your onboarding and anytime upon request during your employment with CGI. If you are bound by a confidentiality agreement with a previous employer, you must notify the Company and indemnify the Company against any breach thereof.

- d) For the purpose of representing and improving the company's brand image and being able to interact with senior level decision makers in the industry in a satisfactory manner, you are required to follow the following norms:
- i. Maintain complete confidentiality and high level of integrity in all your actions performed on behalf of the company
  - ii. Practice high level of professionalism in business etiquettes, selection of attire, choice of language in conversation and documents, meeting commitments and in overall conduct; and
  - iii. You shall help in maintaining congenial, disciplined, participative and supportive work environment to encourage team spirit and high performance standards.

- e) **Intellectual Property:** You irrevocably, absolutely and perpetually assign to the Company worldwide right(s), title(s), and interest(s) under any statute or common law including patent rights; copyrights including moral rights; trademarks, designs, anywhere in the world, whether negotiable or not in respect of your contribution(s) during the term of the employment, free from encumbrances of any kind for the full term of each and every such right, including renewal or extension of any such term. All of the Intellectual Property (created solely or jointly with others) given, disclosed, created, developed or prepared in connection with your employment with the Company shall be deemed to be 'work for hire' and/ or inventions developed in the course of employment with the Company within the meaning of the copyright laws of all jurisdictions, including and without limitation, India, and the Company shall be deemed to be the sole author thereof in all jurisdictions for all purposes. If under any applicable law, any results and proceeds of your services are not deemed to be works and/ or inventions developed in the course of the employment with the Company, then to the fullest extent allowable and for the full term of protection otherwise accorded to you under such applicable law, you hereby assign and transfer to the Company any/all right(s), title(s), and interest(s) in such works and/ or inventions. You further irrevocably, absolutely and perpetually assign to the Company the worldwide rights in respect of: (a) any licences, permissions and grants in connection with any Intellectual Property therewith; (b) applications for any of the foregoing and the right to apply for them in any part of the world; (c) right to obtain and hold appropriate registrations in Intellectual Property, (d) all extensions and renewals thereof; and (e) causes of action in the past, present or future, related thereto including the rights to damages and profits, due or accrued, arising out of past, present or future infringements or violations thereof and the right to sue for and recover the same. Further, you hereby agree to waive any right to and refrain from raising any objection or claims pursuant to Section 19(4) and Section 30-A of the Copyright Act, 1957.

For the purpose of this agreement, "Intellectual Property" includes ideas, concepts, creations, discoveries, inventions, improvements, know how, trade or business secrets; trademarks, service marks, designs, utility models, tools, devices, models, methods, procedures, processes, systems, principles, algorithms, works of authorship, flowcharts, drawings, books, papers, models, sketches, formulas, teaching techniques, electronic codes, proprietary techniques, research projects, and other confidential and proprietary information, computer programming code, databases, software programs, data, documents, instruction manuals, records, memoranda, notes, user guides, in either printed or machine-readable form, the whether or not copyrightable or patentable, or any written or verbal instructions or comments.

- f) You will be responsible for the safekeeping and return in good condition all the Company property and all material or documents (including reproductions and excerpts) containing Confidential Information and any letter of authority or power of attorney issued to you, which will be in your use, custody or charge.

- **Non-solicitation:** During your period of employment with CGI and for a period of twelve (12) months commencing from the last day of your employment with CGI, you will not directly or indirectly: (i) solicit any employee of CGI to terminate his/her employment with CGI, or to accept any other employment; and/or (ii) solicit or do business with any clients or customers or potential clients or customers of CGI with whom you have had dealings during the last twelve (12) months of your employment with CGI.
- **Communication:** Please approach your immediate supervisor for any queries pertaining to project or organization related concerns, suggestions which you may have from time to time. In addition, the HR team is always available to discuss any of your needs or suggestions.
- **Shift:** You shall have no objection to work on shift / staggered duty in case business warrants that. Please note that it is management's prerogative to decide which member will work on shift and management's decision in this regard will be final. Your project will also decide the shift allowance that will be payable and will be based on project requirement. This will be governed by the existing Shift Allowance Policy.
- You may be required to travel on Company work and you will be reimbursed expenses as per Company Policies.



- **Unauthorized absence from work:** Your unauthorized absence from work for a continuous period of more than three days without leave or obtaining your manager's approval will be treated as absconding from duty, triggering disciplinary action. In the event, that you do not report for work within eight days from the date of unauthorized absence it will be treated as "voluntary abandonment of service" and it shall be deemed you are no longer interested in the employment and your employment will be terminated. In such an event you shall be liable to refund the salary in lieu of shortfall in notice period and other dues payable to the Company, as specified.
- **Termination of employment:**
  - i **Termination without cause:** Your services may be terminated at any time by either side by giving fifteen days' written notice or salary in lieu thereof during the Probationary Period and **Two month's written notice** or **Two month's salary in lieu thereof** after confirmation of employment with the Company. Whilst the Company reserves the right to release you upon your resignation prior to conclusion of your notice period with or without paying notice pay for the balance notice period, decision to allow notice pay in lieu of notice is at the sole discretion of the management. If you decide to leave without completing due notice and handing over formalities as per the requirement of CGI; you will not be eligible to get any certificates which indicate employment with CGI immediately or in future. No references will be entertained from any authority/institution seeking details of your case.
  - ii **Termination for Cause:** Notwithstanding anything contained in this appointment letter, the Company may terminate the employment contemplated hereunder at any time without requiring to serve notice period or payment in lieu of notice period, for 'cause'. For the purpose of this Agreement 'cause' shall include:
    - (a) inattention or negligence in the performance of duties and obligations under this appointment letter;
    - (b) repeated failure to comply with lawful directions of the Company and its officers;
    - (c) conviction in a criminal case or framing of charges in a criminal case;
    - (d) breach of the terms of this appointment letter and breach of representations and warranties contained herein;
    - (e) unethical business conduct;
    - (f) breach of any statutory duty or for any act or omission adversely affecting the goodwill, reputation, credit, operations or the business of the Company;
    - (g) fraud, misappropriation or dishonesty in respect of the property or the business of the Company;
    - (h) commission of any act not in conformity with discipline or good behaviour or acceptance of any illegal gratification;
    - (i) habitual neglect of your work or gross or habitual negligence in the performance of your duties;
    - (j) unauthorised disclosure of any Confidential Information of the Company; and/or
    - (k) any act or omission that could be construed as misconduct under applicable law.
  - iii **Termination for ill-health or disability:** If you, at any time, are prevented from ill-health or accident or any physical or mental disability from performing your duties hereunder, you shall inform the Company, either through yourself or any of your relatives, and supply it with such details as it may require and if you are unable by reason of ill-health or accident or disability, for a period of 60 days or more to perform your duties hereunder, the Company may forthwith terminate your employment.
  - iv **Project Engagement:** You understand and acknowledge that the business of the Company is dependent on the projects that it receives from its clients and that you have been employed to primarily work on such projects. If the project that you are working on requires a lower headcount or is winding up, you will no longer be required to work on such project. You will be informed at least 30 days prior to the date from which you will no longer be required to work on such project. In the event that either CGI or you are unable to find an alternate project that you can be staffed on within 45 days of your last project, your employment shall be deemed redundant and shall be terminated in accordance with applicable law and the terms of this letter. Notwithstanding the foregoing, you expressly agree that if you refuse two or more opportunities that are offered to you by CGI to be placed on an alternate project, it shall be deemed that you are voluntarily resigning from your employment with CGI. You understand and acknowledge that if you fail to upskill / reskill as required by and to the satisfaction of the Company, the Company will not be able to place you on an alternate project. Being placed on an alternate project is subject to availability of roles and your skill sets, and is not an obligation of the Company.
- You may be assigned to certain engagements that require Knowledge Transfer from client/other BU's/members within the engagement. During assignment or after obtaining such Knowledge Transfer, you are required to serve the stipulated rotation period. This is in addition to the notice period requirement mentioned above.
- **Non-Competition:** During the term of your employment with CGI, you shall not directly or indirectly compete with CGI in any manner whatsoever.



- **Restriction of Employment with Client/Customer:** For a period of twelve (12) months following the end of your employment with CGI, you agree not to, directly or indirectly, as employee, consultant or otherwise, work for or provide services or trade in goods, whether solely or with others, whether as an employee, officer, director, agent, partner, consultant, member of any company or other commercial enterprise or otherwise, to clients or customers or with any competitor or any organization where you have been taken or sent for training, deputation or secondment or professional work by the Company or to whom you provided services on CGI's behalf during the last twelve (12) months of your employment with CGI.
- You will keep us informed of any change in your residential address/contact details.
- If you resign from the service or your employment is terminated for any reasons before completing one (1) year of service, you will fully reimburse the Company, the joining bonus, transition bonus, retention bonus, notice pay and relocation expenses, if any.
- It is your responsibility to notify the Company of any changes in your personal information within three working days. It shall also be your responsibility to notify the Company of any legal action or suit, whether in the nature of civil or criminal initiated against you. Additionally, you shall also be responsible for notifying CGI of any proceedings which may impact your ability to fulfill your job responsibilities. Your failure to notify the above details will result in breach of the appointment terms. All notices shall be considered duly and properly delivered to the address on file with the Company.
- You will retire from the services of the Company on attaining the age of superannuation. The retirement age in CGI is sixty (60) years.
- The benefits as outlined herein and in CGI policies are subject to change at the Company's discretion. You will be entitled to leaves in accordance with the Company's policy as applicable from time to time.
- Upon your resignation or retirement from the Company or termination of your services, you are required to return all assets and property of the Company including but not limited to documents, machines, data, files, books etc. (including but not limited to leased properties).
- We provide support to global customers from various locations in India & abroad to suit customers' differing time needs including 24x7 bases. You may be asked to operate from any of the CGI locations and in any of the shifts, including night shift, at the sole discretion of management, as may be required by the Company keeping in mind business needs and deliverable requirements to customers. Your work schedule will be provided to you by your Manager / Supervisor upon your joining. Your weekly off days may not be on weekends.
- You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- **Condition of Hire:** Your appointment is contingent upon satisfactory reference & background checks including verification of your application materials, education and employment history. CGI will conduct background checks to verify your identity, education, professional qualifications, employment history and references (Level 1), and will include, depending on the nature of your position or at a client request, a criminal record check (Level 2) and credit verification (Level 3) if you have access to CGI and/or client sensitive or critical information, facilities or assets and/or your role requires handling of financial transactions. In addition, during the course of your employment on need basis or on a recurrent basis every 5 years and in a context of change of role, a complete re- verification including background checks as per CGI policies including without limitation, criminal record checks (Level 2) and credit verifications (Level 3) may be conducted, if applicable. Also, dual employment checks could be conducted at any time during the course of your employment. By signing this Employment Agreement, you are providing a free, informed and ongoing consent to all such verifications before and during the course of your employment as per CGI's policies and you agree to sign any forms required for such verifications at the appropriate time. Successful clearance of background verification is a mandatory requirement for employment confirmation. Unsuccessful clearance of background verification will lead to termination of employment without notice. CGI reserves the right to audit the submitted educational & previous work experience(s) documents at any point of your tenure in CGI, as part of which you are obligated to furnish any/all of such relevant documents on demand. Failure to furnish the same and / or the submitted education & work experience proving to be false or unverifiable as per CGI standards, may lead to termination of employment without notice. The basis of the offer is authentic and verifiable education and work experience as per CGI standards. You are accountable for providing documents that enable appropriate authorities in the relevant educational institution(s) and previous employer Organization(s) to validate your claims. CGI is not liable for the inability of the aforementioned authorities to validate your credentials basis your submissions. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer.
- If any information furnished by you in your application for employment or during the selection process is found at any time during your employment to be incorrect or false, and/or if you have suppressed any material information; the Company may terminate your services without notice or compensation



- **Data Protection and Privacy:** The Company may, in connection with your employment, receive personal data relating to you or third parties associated with you (such as spouse or children). Such data may be received directly from you or from other sources, and some personal data may be recorded directly or indirectly by internal security systems (such as CCTV cameras) or by other means. The Company may process such data for relevant and limited purposes. By agreeing to employment with CGI, you hereby expressly consents to the following:
  - (a) the processing of your personal data by the Company or such third-party appointed by the Company;
  - (b) the collection and processing of sensitive personal data or information (as defined under applicable laws) about you for limited purposes;
  - (c) the transfer worldwide of personal data held about you by the Company to other employees and offices of the Company's worldwide organization and to third parties where disclosure to such third parties is required in the normal course of business or by law; and use of your personal images and voices in marketing material, videos, etc.; and
  - (d) treating any personal data to which you have access in the course of your employment strictly in accordance with the Company's policies and procedures and not using any such data other than in connection with and except to the extent necessary for the purposes for which it was disclosed to you.
- Subject to insurance policies that the Company may have and other statutory insurances, you may be eligible to receive compensation under the Employees Compensation Act, 1923, for injuries arising out of and in the course of employment.
- Women employees of the Company shall be entitled to maternity leave in accordance with the Maternity Benefit Act, 1961 (as applicable), i.e., eligible women employees shall be entitled to 26 weeks of maternity leave for the first 2 surviving children, and 12 weeks of maternity leave for every subsequent child
- Your designation may be changed at the discretion of the Company depending on the work assigned to you
- Your **Total Experience** will be part of our professional records

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Total Experience = Relevant Experience + Weighted/ Non-relevant Experience

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0.0 Yrs. = 0.0 Yrs. + 0.0 Yrs.

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Relevant Experience = Total number of months the candidate has worked on the skill/role for which the candidate is being hired in CGI

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Weighted Experience = A weighted percentage is given to your non-relevant experience, either to your role or skill, for which you are being hired in CGI

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- Any and all of the terms and conditions of service may be modified or changed at the Company's discretion. Breach of any one of the conditions will render you liable to termination of your employment without notice.
- This letter supersedes all oral or written communication exchanged between you and CGI prior to the date of this letter and commitments, if any, made during the selection process. You acknowledge that you have read and understood the terms and conditions of this offer letter and to confirm your acceptance of this offer letter, please sign in on all the pages & in the space specified below and return the signed copy to CGI on your onboarding day.
- If any provision of this letter is held to be unenforceable, the remaining provisions shall remain valid, binding and in full force to the maximum extent possible. If any portion of this letter is held to be unreasonable, such provision shall be given effect to the maximum extent possible by narrowing or enforcing in part that aspect of the provision found overbroad or unenforceable.
- Your employment with the Company and this letter shall be governed by and construed and enforced in accordance with the laws of India, without regard to conflicts of laws. You agree to the exclusive jurisdiction and venue of the courts in Bangalore for the resolution of all disputes arising under this letter.
- No waiver by the Company of any breach of this letter shall be valid unless in writing and signed by the Company. The waiver by the Company hereto of any provision of this letter shall not operate or be construed as a waiver of any subsequent breach by you, nor shall any waiver operate or be construed as a rescission of this letter



- You shall, at all times during the course of your employment with the Company (and even after its termination) agree to indemnify and keep indemnified the Company, as the case may be, against all losses, damages, claims, interests, costs, expenses, liabilities, proceedings and demands which the Company may suffer or incur or which may be made against the Company as a result of any misrepresentations or breach of this letter, acts or omissions by you during the course of employment.
- You shall not at any time without limitation, publish or communicate any disparaging remarks, comments or statements concerning the Company, its holding company, group companies, affiliates or associate companies or any of their respective shareholders, directors, officers or employees. For this purpose, 'disparaging' means any remarks, comments or statements that impugn the character, honesty, integrity, morality, or business acumen or abilities in connection with any aspect of the operation of business of the Company, or reflect negatively upon, the individual or company being disparaged.
- Base Compensation Components:**

| Designation: Associate Software Engineer                     |               |                |
|--------------------------------------------------------------|---------------|----------------|
| Date of Joining: 24 July 2024                                |               |                |
| Pay Components                                               | Monthly (INR) | Annual (INR)   |
| Basic (Inclusive of D.A.)                                    | 21,500        | 258,000        |
| Flexible Compensation Plan <sup>1</sup>                      | 6,136         | 73,632         |
| <b>Base Compensation</b>                                     | <b>27,636</b> | <b>331,632</b> |
| Provident Fund <i>Company Contribution</i>                   | 2,580         | 30,960         |
| Gratuity Fund Contribution                                   | 1,034         | 12,408         |
| <b>Gross Compensation</b>                                    | <b>31,250</b> | <b>375,000</b> |
| Share Purchase Plan <i>Company Contribution</i> <sup>2</sup> | 829           | 9,948          |
| Profit Participation Plan <sup>3</sup>                       | 553           | 6,636          |
| <b>Total Target Earnings</b>                                 | <b>32,632</b> | <b>391,584</b> |

- <sup>1</sup>**Flexible Compensation Plan:** Option to allocate to components like Meal Vouchers, Conveyance, National Pension Scheme, LTA etc
- <sup>2</sup>CGI will contribute towards **Share Purchase Plan (SPP)**: As part of our ownership culture, we enable those who join CGI to become an owner through our Share Purchase Plan. It is an opportunity for you to buy shares in CGI, become an owner, and benefit from any long-term appreciation in the CGI share price. When you choose a percentage to contribute, CGI will match your contribution 100% (up to **3%** of your Base Compensation). Contributions are done on a monthly basis towards the purchase of CGI shares, and you can start, stop and change your contribution at any time. Only those members who enroll for this benefit are eligible for receiving the company contribution & will need to contribute an equal amount on a monthly basis towards the purchase of CGI shares.
- <sup>3</sup>**Profit Participation Plan:** This plan distributes a portion of our profits based on the achievement of CGI's financial objectives, as well as individual performance. The Target Profit Participation Plan (PPP) is at **2%** of Base Compensation on pro rata basis and can be more or less basis the performance of CGI, performance of Business Units and performance of Individuals. All regular members employed as of Jun 30th of CGI Inc. fiscal year (Oct-Sept) are eligible and should be active on rolls as on Dec 31st to receive the payout. The Corporate guidelines of PPP may be amended from time to time  
Eligible members will be paid statutory bonus as per the provisions of the Payment of Bonus Act, 1965. Where members are eligible for both statutory bonus as well as the PPP, the company shall deduct from the PPP allocated to a member the amount of statutory bonus payable under the Act for such corresponding period and the difference will be paid as the actual PPP

In addition to the above you are eligible for:

- INR 25,000/-** towards annual insurance premium to cover self, spouse & up to two dependent children under Group MediClaim Insurance and to cover self under Group Personal Accident Insurance & Group Term Life Insurance

The tax liability arising out of the above payments now or in the future, due to changes in income tax provision shall be borne by you



I look forward to your acceptance of this offer and to welcoming you to our team. I am confident that in this new role, you will make a valuable contribution to CGI and our continued success.

Yours sincerely

**For CGI Information Systems and  
Management Consultants Pvt. Ltd.,**

A handwritten signature in black ink, appearing to read 'S Pradhan', is written over a light blue rectangular background.

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**Sarika Pradhan  
Vice President Corporate Services**

I have read the terms and conditions of employment and the contents of the employment agreement and in token of my acceptance; I duly acknowledge the receipt of the letter of employment.

Please sign below to confirm that you agree with the terms and conditions stated in this letter.

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**Signature & Date**



**Annexure-A**

We request you to bring the originals, on your date of reporting to CGI for verification.

*Please note that the below documents are mandatory for **CGI's personnel records** and will be subjected to **background verification**. Non submission of these documents will impact your profile and records needed to manage your career effectively within CGI and may also have serious impact on project and client requirements, hence your cooperation in this is crucial.*

| #  | Documents                                                                                   |
|----|---------------------------------------------------------------------------------------------|
| 1  | Acceptance copy of CGI's appointment letter signed by you on all pages                      |
| 2  | Valid Work Permit issued by Government of India, if applicable                              |
| 3  | Passport (all pages – wherever the entries are made)                                        |
| 4  | Income-Tax Permanent Account Number Card (PAN Card)                                         |
| 5  | Passport size photograph – 05 nos.                                                          |
| 6  | 10th class mark sheet & certificate                                                         |
| 7  | 12th class mark sheet & certificate                                                         |
| 8  | Bachelor degree mark sheets (all semesters)                                                 |
| 9  | Bachelor degree certificate / convocation certificate                                       |
| 10 | Master degree mark sheets (all semester)                                                    |
| 11 | Master degree certificate / convocation certificate                                         |
| 12 | Diploma mark sheets (all semesters)                                                         |
| 13 | Diploma certificate                                                                         |
| 14 | Any other certificates                                                                      |
| 15 | Appointment letter, pay slip, relieving letter & experience certificate of all previous Co. |
| 16 | Present company's appointment letter                                                        |
| 17 | Present company's relieving letter & resignation acceptance letter from HR                  |
| 18 | Present company's experience certificate                                                    |
| 19 | Present company's salary slip with employee number (last two months)                        |
| 20 | Aadhaar / Voters ID / Driving License / Rental agreement /Bank passbook (address page only) |
| 21 | Blood group and RH type report                                                              |



**Subject: Offer of Employment**

Dear Rahul

Heartiest Congratulations to you!

HDFC Life is delighted to offer you the full-time position of Executive Trainee in our contingent upon your successful clearance of MBA examination.

A detailed Compensation structure is enclosed herewith (Annexure 1) for your reference. An appointment letter along with the terms and conditions of employment will be issued to you after joining.

We are extremely excited to have you onboard. We are looking forward to receiving your acceptance of the offer on the duplicate copy of this letter. Please attach your resume and two passport size photographs with the same.

Warm Regards,

**Human Resources**



**Annexure 1**

**Designation:** Executive Trainee

**Band:** J2

**CTC STRUCTURE**

| Pay Items | Per Annum | Per Month |
|-----------|-----------|-----------|
|-----------|-----------|-----------|

| Fixed Pay                                                                                                                                                                                                                                                                                   |          |        |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|--------|
| Basic                                                                                                                                                                                                                                                                                       | 1,15,500 | 9,625  |
| Other Allowance                                                                                                                                                                                                                                                                             | 64,493   | 5,374  |
| Tablet Allowance                                                                                                                                                                                                                                                                            | 12,000   | 1,000  |
| Daily Activity Allowance                                                                                                                                                                                                                                                                    | 24,000   | 2,000  |
| House Rental Allowance                                                                                                                                                                                                                                                                      | 69,300   | 5,775  |
| Statutory Bonus                                                                                                                                                                                                                                                                             | 24,000   | 2000   |
| Total Monthly Gross                                                                                                                                                                                                                                                                         | 3,09,293 | 25,774 |
| Retirals and Other Benefits (As per relevant Regulations & Acts)                                                                                                                                                                                                                            |          |        |
| Provident Fund                                                                                                                                                                                                                                                                              | 21,600   |        |
| Gratuity                                                                                                                                                                                                                                                                                    | 5,582    |        |
| Flexi Pay                                                                                                                                                                                                                                                                                   | 41,225   |        |
| Valued Benefits                                                                                                                                                                                                                                                                             |          |        |
| Group Insurance Benefit                                                                                                                                                                                                                                                                     | 7,300    |        |
| Fixed Cost to Company                                                                                                                                                                                                                                                                       | 3,85,000 |        |
| Variable Pay                                                                                                                                                                                                                                                                                |          |        |
| Variable Pay for Performance <sup>2</sup>                                                                                                                                                                                                                                                   | 40,000   |        |
| Total Cost to Company                                                                                                                                                                                                                                                                       | 4,25,000 |        |
| <sup>2</sup> Variable Pay for Performance (VPP) is subject to your achieving a rating of “3-Meets Expectations” and above. The rating is assigned to an individual, on successful completion of the Executive Trainee Program (12 m), basis actual performance against the defined targets. |          |        |
| Other Benefits (as per prevalent Company Policy):                                                                                                                                                                                                                                           |          |        |
| Group Term Insurance: Term cover of INR 12,00,000 Mediclaim: INR 4,00,000 for self and dependents                                                                                                                                                                                           |          |        |

<sup>1</sup>

**Flexi Pay:**

- Flexi component amount allocation can be planned by you in Flexi Benefit Planner. Please note that component selection will alter your monthly take home as against the aforementioned monthly gross
- LTA, Mobile Handset Allowance, Fuel & Driver are reimbursable components. On opting for these, the payout will be made only after submission of documents as provided in the Flexi Policy □ **Maximum amounts allocable under Flexi Pay are following:**

| Component                    | Per annum | Per month |
|------------------------------|-----------|-----------|
| LTA (Leave Travel Allowance) | 9,625     | 802       |
| Mobile Handset Allowance     | 10,000    | 833       |
| Fuel & Driver                | 21,600    | 1,800     |







## Welcome to Wipro's Work Integrated Learning Program ("WILP")

**Work Integrated Learning Programme**  
**Wipro Limited, Dodda Kannelli**  
**Sarjapur Road, Bengaluru - 560 035.**  
**Phone: (080) 28440011/12, Fax: (080) 28440256**

Dear RAKESH R,

### **Sub: Enrolment letter to Wipro's Work Integrated Learning Program ("WILP") as Scholar Trainee – Work Integrated Learning Program**

Welcome to WILP!

With reference to your application, it is our pleasure to enroll you as a Scholar Trainee – Work Integrated Learning Program. This is a scholarship program customized as a robust academic and training program which will enable you to obtain M-Tech degree from one of the premier engineering institution / University in India.

The duration of the academic program shall be 48 months from the **date of enrolment to the academic program**. You will be enrolled into the academic program within 12 months from date of joining. Your date of joining will be intimated through a separate communication.

We hope you enjoy the learning with WILP and have an enriching experience being a part of Wipro Limited ("Wipro or "Company").

Please read through the terms and conditions of your enrolment as provided below.

We look forward to having a long and fruitful relationship with you at WILP, Wish you all the best!

Yours sincerely,  
For **Wipro Limited**,

**Aparna Shailen**  
**General Manager - Human Resources**

### **Endorsement**

I accept the enrolment and the terms and conditions thereof as specified below. I shall report for undergoing study on

### **Terms & Conditions of Scholarship**

#### **1. PROFILE:**

You have been selected to be a part of Wipro's WILP and are enrolled as a Scholar Trainee- Work Integrated Learning Program. Upon joining WILP, you will have to undergo a "Project Readiness Program" ('PRP') that prepares you to participate in projects at the Company as part of this learning program. This robust academic program will also enable you to obtain **M-Tech degree from one of the premier engineering Institution / University** upon successful completion of the course.

#### **2. DURATION:**

The duration of your academic program will be for a period of 48 months from the date of enrolment to the academic program. You will be enrolled into the academic program within 12 months from date of joining. Unless the Company extends the period of your study in writing, which is done solely at the discretion of the Company, your enrolment would automatically terminate at the end of the stated 48 months.

In case the Company extends the academic period (in writing) you will continue to be enrolled as a Scholar Trainee – Work Integrated Learning Program with WILP.

### 3. Appointment details:

We provide support to our global customers through various Company locations in India to suit customer requirements by operating 24x7. You would be operating from any of these locations and in any of the shifts, including night shift, as may be decided by the Company, keeping in mind the business needs and deliverables to customers.

### 4. Scholarship/Stipend and Benefits

During your period of enrolment, you would be entitled to a consolidated monthly scholarship.

Apart from the monthly scholarship, the Company will provide you with life & accidental insurance that would include a cover for you, the premium / cost will be taken care of by Wipro. This is a voluntary benefit offered by the Company and the details of the same are listed below.

- i. A Group Personal Accident Insurance (GPAI) coverage of **Rs.12,00,000/-**. You could also choose to get additional coverage for a nominal and highly negotiated premium. More details on the policy are available in My Policies section in myWipro, the HR portal at Wipro.
- ii. Group Life Insurance coverage of **Rs.14, 00,000/-**. This sum insured is inclusive of cover as per EDLI (Employee Deposit Linked Insurance). You can also get an extra coverage for a nominal and highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

In addition to the above, you are also eligible for medical insurance cover towards hospitalization.

You are eligible for a floater coverage of Rs.2,00,000/- per annum for family (self, spouse & children) towards hospitalization. There will be a deduction from your monthly scholarship/stipend depending on your marital/family status towards the base sum insured premium. 10% of the claim amount would need to be borne by the employee/Scholar trainee.

Base Medical insurance is to be availed by the employee as default. It is accounted for in deductions as a nominal monthly charge. Top-Up cover is voluntary and charged as applicable during renewal timelines.

If you wish to enhance the coverage, a top up cover option is also available for a highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

The below table lists down your scholarship details:

| Period      | Scholarship | ESI | Consolidated Scholarship (Rs. Per Month) |
|-------------|-------------|-----|------------------------------------------|
| First year  | 15000       | 488 | 15,488/- (*)                             |
| Second year | 17000       | 553 | 17,553/- (*)                             |
| Third year  | 19000       | 618 | 19,618/- (*)                             |
| Fourth year | 23000       | 0   | 23,000/- (*)                             |

(\*) You shall be responsible for payment of all statutory contributions, taxes, dues and levies as may be required under the relevant laws including contributions under Employees' State Insurance Corporation Act (**at 0.75% of your Scholarship**) as and when applicable to you. Such contributions, taxes, dues and levies where required, shall be deducted from your Scholarship and benefits according to applicable laws and regulations.

Your fourth-year scholarship will continue until completion of your M-Tech program. Your enrolment into the MTech academic program within 12 months from date of joining.

You shall be eligible to receive a onetime "joining bonus" of Rs.75,000 after you join Wipro along with your first month salary. All applicable taxes on the payment of this amount will be borne by you. Please note in the event you leave the organization within 12 months from the date of joining, payment processed under Joining bonus shall be recovered from the employee at the time of exit.

The enhancement of the scholarship at the end of each academic year of study will be at the discretion of the Company and subject to your satisfactory progress of study, acquisition of skills, behavior, regularity and punctuality in attendance. Your continued enrolment in the course, will be at the discretion of the Company, and is subject to satisfactory academic performance and other requirements as prescribed in the WILP portal.

In case your project performance at any stage is not found to be at par with the requirement of WILP, then you would be placed on performance improvement program (PIP). If you fail to successfully complete the PIP, the Company may at its sole discretion discontinue your enrolment in the WILP program.

#### **Book Allowance:**

A Book Allowance of Rs.1,250/- will be provided to you per semester. This allowance will be given every semester except the last semester when you will be engaged in dissertation. The allowance will be paid to you centrally along with your scholarship during the course of each semester. The allowance will be subject to tax. Book allowance is applicable and paid only when you are registered for the semester.

#### **5. Training Agreement:**

- i. This letter of enrolment is subject to the execution of a training agreement in the prescribed proforma with Wipro Limited, Sarjapur Road, Doddakannelli, Bengaluru-560035 on or before joining the program ("Training Agreement").
- ii. This Training agreement shall be for a total period of 60 Months where you will be mentored for developing your skills and knowledge. This included technical training, in various formats, both online and offline and practical experience in various projects. The Company invests on your behalf for the cost of these trainings. Should you discontinue the WILP program or your enrolment with WILP is cancelled for any reason whatsoever before the completion of 60 months from the date of joining, the training expenses of Rs.75,000/-(Rupees Seventy five thousand only) will have to be paid by you as detailed in the Training Agreement.

#### **6. PROJECT READINESS PROGRAM (PRP)**

Upon enrolment, you will have to undergo a Project Readiness Program (PRP) to prepare you to participate in projects. This is offered by Wipro's - Talent Transformation Department to all campus and off-campus selects. The broad objective of PRP is to equip you with the necessary knowledge and skills that will enable you to start working on real-life project work which is an integral part of the WILP.

#### **7. Regulations of Academic study:**

- i. You will be enrolled for M-Tech program with a renowned institution ("University") that collaborates with Wipro for WILP.
- ii. Course specialization includes but is not limited to Software Systems, Software Engineering, Information Technology, Computing Systems and Infrastructure Management, Data Analytics, IoT, Cloud, Digital & Cyber security, Embedded Systems.
- iii. Your specialization and enrolment would be decided based on prevailing business requirements and decision of the Company is final and binding.
- iv. You will not be able to change Specialization track after enrolment.
- v. Overall program duration is 4 years from date of enrolment of academic program.
- vi. As per the program structure, a WILP Scholar trainee will register and pursue 4 to 6 courses per semester over 7 semesters.
- vii. You will be required to submit a project work / dissertation in your final semester (8<sup>th</sup> semester of your program). This will enable you to advance your professional capabilities by applying concepts and techniques in projects.
- viii. Each course has multiple evaluation components. This includes an assignment component, quiz, mid-semester examination and comprehension examination. All evaluation components are mandatory for securing a pass grade in a course as prescribed by the partnering institution.

- ix. Contact classes are organized as per the handout and calendar prepared and shared by the University at the beginning of each semester. In the normal course, one session of 2 hours duration per course per contact class is organized.
- x. You will be called upon to undergo studies during the hours and days as may be fixed by the Company from time to time. Normally, the study hours would be from 9:00am to 6:00pm
- xi. The faculty will take attendance/circulate attendance sheets for every session. It is your responsibility to ensure that your attendances are recorded properly.
- xii. WILP Scholar trainees are expected to be on time for every session. Punctuality is non-negotiable and the faculty reserves the right to deny entry and attendance to late comers.
- xiii. Attending 75% of contact session is mandatory for each course to appear for examinations.
- xiv. Not attending classes for reasons like medical/on the job training /late coming/personal problems and other similar reasons would be treated as absenteeism.
- xv. Scholar trainees who fail to meet the minimum attendance criteria will not qualify for comprehension exams for any of the registered courses in that semester.
- xvi. For any reason, you are not able to meet the minimum attendance criteria or not complete the mandatory assignments / quiz / examinations in any semester, you are required to repeat the same semester as and when the next batch is organized. In such cases, rules and regulations governing academic programs at that time would be applicable. In addition, additional semesters fees are to be borne by you as prescribed by the University.
- xvii. At the end of each semester, the performance of each Scholar Trainee in a course, is specified as a letter grade which is obtained through a Relative Grading procedure
- xviii. Any Scholar trainee securing 3 or more cumulative fail grade at any point in time will be expelled from WILP Program.
- xix. The 8th semester of study is fully devoted for dissertation / project work
- xx. If a Scholar trainee's CGPA is less than 5.5, the Scholar trainee will not be permitted to register for the dissertation. He/she has to re-appear for exams and secure a CGPA of 5.5 before taking up the dissertation. Also, a Scholar trainee with an E grade in any course will not be permitted to register for the Dissertation
- xxi. Project / Dissertation work has to be carried out by each individual separately. Teamwork is not permitted.
- xxii. The dissertation has to be completed strictly as per the guidelines that are outlined by collaborating institution.
- xxiii. WILP Scholar trainees are expected to maintain decorum and discipline in line with Wipro's professional work culture and environment.
- xxiv. In cases where a Scholar trainee deviates from the expected behaviour as prescribed by the WILP and partnering institution from time to time , strict action will be taken and the decision of the WILP Team / faculty /, University would be final and binding.
- xxv. Breach of integrity will be dealt with sternly. Such Scholar trainees will be asked to discontinue their studies and also expelled from WILP program.
- xxvi. On successful completion of the study, you will be eligible to receive the M-Tech degree from the collaborating University, in recognition of your successfully completing the course.
- xxvii. All Scholar trainees of the WILP will be given testimonials at the end of the successful completion of the M-Tech degree program. The testimonial contains the timeline in the WILP and the kind of project works carried during this opportunity.

Mode of contact session, examination pattern and other academic program norms are subject to change based on the prevailing situation / University norms declared from time to time. Decision of the University would be final and binding.

## **8. Conflict of Interest:**

- i. During your enrolment period with the WILP, you will focus exclusively on the requirements of the program. In addition to your study and academic requirements, you are required to engage yourself exclusively in the work assigned by Wipro and shall not take up any independent or individual assignments (whether part time or full time, in an advisory capacity or otherwise) directly or indirectly without the express written consent of Head /

## Manager of WILP Academy

- ii. You shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any person who is involved in activities, which are or shall be in conflict with the interests of Wipro.
- iii. The Conflict of Interest Policy also refers to the need on your part, during your enrolment and for a period of one year from the cessation of your enrolment with WILP (irrespective of the circumstances of, or the reasons for, the cessation) not to solicit, induce or encourage:
  - a. Any student/scholar trainee of the WILP to abandon /withdraw their enrolment with the program or to accept enrolment and/or employment with any competitor, supplier or any customer with whom you have a connection.
  - b. Any employee of Wipro to terminate their employment with Wipro or to accept employment with any competitor, supplier or any customer with whom you have a connection.
  - c. Any customer or vendor of Wipro to move their existing business with Wipro to a third party or to terminate their business relationship with Wipro.
  - d. Any existing employee and/or student of WILP to become associated with, or perform services of any type for any third party.
- iv. In case of any conflict or doubt, please discuss the matter with Head / Manager of WILP, to understand Wipro's position on this and resolve the conflict.

## 9. Obligation and Responsibilities:

- i. During the study period you will be governed by the WILP regulations and instructions as may be modified, from time to time, in relation to conduct, discipline and other matters.
- ii. During your study as part of WILP, Company expects you to undergo study in the area in which you are placed, with a high standard of initiative and efficiency. This is critical and Company has zero tolerance towards any deviations.
- iii. You would not be allowed to seek membership of any local or public body without the written approval from the Head / Manager of WILP.
- iv. During the study period and thereafter, you would not be allowed to give out to anyone in writing or by word of mouth or otherwise, particulars or details of work - process, technical know-how, research carried out, security arrangements, or administrative and/or organizational matters of confidential or secret nature which you may come across during your academic study or become known to you by virtue of your undergoing study under WILP or otherwise.
- v. You are bound by all regulations, instructions and policies of the WILP and Wipro. These are updated / modified on a periodic basis and new policies may be introduced and notified to Scholar trainees from time to time and you will be bound to comply with the same.
- vi. In consideration of the opportunities, trainings and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by WILP/Wipro and in the course of your association with WILP. This covenant shall endure during your association and beyond the cessation of your association with WILP (irrespective of the circumstances of, or the reasons for, the cessation).
- vii. In connection with your association with Wipro as part of the WILP and during the term of your association upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business or academic session hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

During the period of academic study, if you develop or conceptualize inventions, ideas, concepts, discoveries, techniques and improvements (including without limitation computer software) solely or jointly with others in relation to the operation of the WILP / Wipro, such developments will be fully communicated to the WILP academy and will be the sole intellectual property of Wipro. You agree to cooperate in the execution of documents to facilitate the assignment of such intellectual property when required.

## 10. Confidentiality:

- i. In consideration of the opportunities, training and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by Wipro and in the course of your enrolment. This covenant shall endure during your enrolment and beyond the cessation of your enrolment with Wipro (irrespective of the circumstances of, or the reasons for, the cessation).
- ii. During your training on projects at Wipro, you will be expected not to use or disclose any confidential information, including trade secrets, of any former employer (if any) or other person with whom you have an obligation of confidentiality and by signing below you affirm that you have no conflicting obligations or non-compete agreements that would prevent you from working without limitation for Wipro.

## **11. Assignment of Intellectual Property**

In connection with your enrolment and during the term of your enrolment, upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

## **12. Posting**

During the initial study period, initially you would be made familiar with Wipro, but you may if needed be re-assigned or transferred to another division, department, establishment or new location where Wipro, has its office or operation and WILP classes are running in the particular location, in India, without enhancing the scholarship amount. On placement of this nature, you will also be governed by the disciplinary rules and regulations as applicable in that unit/branch. You may also be placed in any sister company of Wipro, for practical studies.

## **13. Misconduct:**

- i. In case you are charged with any misconduct or disciplinary issue during your study period, your enrolment with WILP may be temporarily placed on suspension without payment of scholarship amount, for such period as Wipro may deem fit. If the charges against you are proved to be true, your enrolment may be immediately cancelled, without any notice or payment of scholarship in lieu of notice notwithstanding any clause of this letter of enrolment. It is clarified that this clause is without prejudice to Wipro's rights to enforce the Training Agreement duly signed by you even after cancellation of your enrolment for whatever reasons as the case may be.
- ii. Notwithstanding the condition regarding written notice of termination and without prejudice to Wipro's right to enforce the Training agreement, Wipro shall have the right to terminate your academic study without any notice or payment of scholarship in lieu thereof, if any declaration given or information furnished by you to WILP/ Wipro is found to be false or if you are found to have willfully suppressed any material information.

**Please note that at any stage, whether during your selection process or upon enrolment with the WILP, if it is brought to our notice that you have indulged in malpractices or used illegal means to clear your online assessment, Wipro shall withdraw or revoke the enrolment and cancel the same with immediate effect and we reserve our rights to take suitable action against you as we may deem fit.**

## **14. Cancellation of Enrolment:**

Notwithstanding any of the clauses of this letter of enrolment, Company reserves the right at its sole discretion to cancel this enrolment during the study period without assigning any reason, by giving one month's (30 days) notice or one month's scholarship/stipend in lieu of notice.

## **15. Study Hours:**

- i. As a Scholar Trainee – Work Integrated Learning Program, you will be called upon to undergo studies during the hours and days as may be fixed by WILP from time to time as per the University requirements.
- ii. You would be assigned to any of the locations and any project work as part of your WILP as may be decided by the Company.
- iii. The full day lecture sessions will be held at any of Wipro's other establishments/outsourced venue. You may also be called upon to attend academic study as and when required on holidays, as may be scheduled in accordance with the convenience of the organizing team of the WILP.
- iv. The university will plan contact classes in multiple format to suit the project work situations and university guidelines such as contact classes in ILT (instructor Led training) and / or VILT (virtual Instructor Led Training and Self-Directed / Recorded lecture sessions).

## 16. General:

- i. This letter of enrolment is subject to the condition that you have not provided us with any false declaration or wilfully suppressed any material information. If you have, you will be liable for cancellation of enrolment from the WILP without any prior notice.
- ii. The terms of this letter of enrolment may be specifically enforced legally, if required. In this connection, if any of the provisions of this letter are declared or found to be void or unenforceable due to any reason whatsoever, the remaining provisions of this letter shall continue in full force and effect.
- iii. These enrolment terms supersede and replace any existing agreement or understanding, if any, between Wipro and you relating to the same subject matter.
- iv. You warrant that you are not prevented by a court or by any other administrative or judicial order from enrolling under this agreement. In the event that you are not a citizen of the country of posting, you should have a valid work permit to work in the country of posting.
- v. During the period of enrolment you are required to comply with all policies of WILP and Wipro. These policies are updated / modified on a periodic basis and new policies may be introduced and notified to the Scholar Trainees from time to time. You agree to comply with all policies as modified from time to time.

## 17. On Completion/Cancellation of Academic Program:

- i. On Completion of the academic program or cancellation of your enrolment , as the case may be, you will immediately surrender to Wipro/ the Academy all specifications, formulae, documents, literature, drawings or records, etc. belonging to Wipro/ the Academy or relating to its business and shall not make or retain any copies of these items.
- ii. You are not eligible to receive testimonial certificate if you do not successfully complete the academic study in accordance with this letter of enrolment and the study scheme formulated by the Academy.
- iii. Wipro reserves the right to offer employment at its sole discretion to a Scholar trainee on successful and satisfactory completion of the academic study.

## 18. Acceptance of Enrolment Letter:

Upon accepting the above terms and conditions, you are required to return the duplicate of this letter of enrolment, duly signed by you as a token of your acceptance on the day of joining WILP program.

Please confirm that the above terms are acceptable to you and that you accept the enrolment by signing a copy of this letter of enrolment and submit the same on the date of joining.

## 19. Work Allocation:

As part of your work responsibilities, you may be assigned to work on certain projects/accounts or other assignments as may be deemed fit by the Company in its sole discretion. Refusal to accept and deliver on such assignments shall be treated as a refusal to work and may result in termination of your employment or other disciplinary action.

Yours sincerely,

For **Wipro Limited**,



**Aparna Shailen**  
**General Manager - Human Resources**

I have read, understood and agree to accept the enrolment on the terms and conditions herein.

I shall be present for the induction session on



## **ANNEXURE I**

### **CONFIRMATION ON SHARING PERSONAL INFORMATION (AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT, 2000)**

I Radheshyam Thakur, confirm that I am voluntarily sharing my Personal Information with Wipro Limited ('Wipro') being a part of WILP of Wipro for the following purposes:

- a. validating my application form and retaining records on the same for any future reference/verification;
- b. processing my application form including background verification checks;
- c. academic study related actions including record keeping, processing scholarship advance and benefits and any action required in the context of my enrolment with Wipro, being a part of WILP.

In this context, I also agree to the retention of such Personal Information by Wipro for any future reference/verification and authorize Wipro to transfer the same to a third party.

I understand that 'Personal Information' means any information, relating to me that is available with Wipro and is capable of identifying me."

## **ANNEXURE II**

I hereby confirm that I shall submit the required academic certificate including but not limited to mark sheet and Provisional or Convocation Degree Certificate within 3 months from my date of joining. I understand that my enrolment is subject to my aggregate meeting the Wipro eligibility criteria and submission of the above mentioned documents.

I hereby declare that all the particulars mentioned above are true to the best of my knowledge. In the event of my failure to submit the above mentioned documents or in case of any discrepancy, I shall be liable for termination of my enrolment with Wipro.

## **ANNEXURE – III**

### **INITIAL INDUCTION PROGRAM**

The Talent Transformation team at Wipro groom's campus selects to help them face the challenges of the corporate world.

A holistic 360 degree approach to training is adopted and helps them hone their fundamental computer skills followed by insights into Wipro businesses, process, technology and behavioural skills.

To understand and appreciate the mindset of the young Trainees and ensure that the transformation is smooth, the induction program is done by a team of dedicated professionals who have exposure to the academic and corporate sectors alike. Project Readiness Program (PRP) is a training program designed to address the basic learning needs of the Trainees.

#### **Corporate Readiness Program - CRP**

The CRP program is focused on making young Trainees comfortable in a corporate environment. This program starts with a corporate induction.

"EMERGE" a behavioural skills building training program ensures that the fresh Trainee start feeling at ease in the "corporate world". This activity based behavioural intervention informs the new entrants about the corporate work culture and business etiquette.

#### **Technology Readiness Program - TRP**

The technology training provides critical technical skills required to work on projects allocated to Trainees and prepare to face the demands of the project world. We begin doing this by familiarizing with Wipro's businesses and work environment.

The methodology of training is "Project Based Learning" (PBL) approach, the entire learning is designed around a series of projects that the recruits are expected to complete individually by learning and applying various topics required to complete the project. Starting with individual projects, the PBL approach ends with recruits working on a team project.

## **ANNEXURE – IV**

I have read and understood the terms of my enrolment letter. I agree and acknowledge that I am a Student/Scholar trainee with Wipro's WILP. I further undertake that I shall not represent to any person within Wipro or any other third

party that I am an employee of Wipro Ltd and I fully understand that such false representation shall entail severe disciplinary action including immediate cancellation of my enrolment.

### **Travel, Accommodation, Food & Other Miscellaneous Expenses**

#### **Travel**

- i. You would be entitled for Rs. 1500 from the date of appointment as a lump sum amount that will be credited with your first month stipend. You may utilize this amount towards Travel and you would not need to submit bills towards usage of this amount.
- ii. There is no provision for reimbursement/allowance towards any expenses incurred in lieu of attending training or classes at different locations in the same city.

#### **Accommodation, Food & other Miscellaneous Expenses**

- i. You would be entitled for Rs.400 per day for 8 days (total amount of Rs.3,200) from the date of joining. You may utilize this amount towards accommodation, food & other miscellaneous expenses. This would be paid as a lump sum amount that will be credited with your first month stipend and you would not need to submit bills towards usage of this amount.
- ii. If your posting location (the location where you would be based out of after training) is different from the training location (location where you undergo initial training), you would be entitled for the following:  
  
Settlement and Miscellaneous Expenses: Rs.1200 per day for 7 days (total amount of Rs. 8,400) from the date of reporting to the posting location. You may utilize this amount towards boarding, lodging, conveyance & other miscellaneous expenses.
- iii. Any location change after reporting to posting location will be treated as relocation/transfer and will be covered under the Transfer policy for Team Rainbow. For details you can refer the policy at myWipro-> My Policies -> India->My Travel>Transfer Policy-Team Rainbow.
- iv. Campus joiners would not be eligible for accommodation at the Wipro guest houses.

**Please note in the event that the employee leaves the organization within 6 months from the date of joining, all payments processed under Joining & Relocation Entitlements shall be recovered from the employee at the time of exit.**

**Skill Preferences 1 :** [DAAI -Cloud & Digital Database](#)

**Location Preferences 1 :** [Bangalore](#)

**Skill Preferences 2 :** [CEP-SAP-ABAP](#)

**Location Preferences 2 :** [Mysore](#)

**Skill Preferences 3 :** [Python App](#)

**Location Preferences 3 :** [Chennai](#)

☒ Accept ☐ Decline

☒ **Signature** [Radheshyam Thakur 25/1/2023 10:00 PM](#)

(checking the checkbox above is equivalent to a handwritten signature)

Registered Office:

**Wipro  
Limited**

**T :**+91 (80) 2844 0011

Doddakannelli

**F :**+91 (80) 2844 0054

Sarjapur  
Road

**E :**info@wipro.com

Bengaluru  
560 035

**W :**wipro.com

India

**C :**L32102KA1945PLC020800

26168298



## Welcome to Wipro's Work Integrated Learning Program ("WILP")

**Work Integrated Learning Programme**  
**Wipro Limited, Dodda Kannelli**  
**Sarjapur Road, Bengaluru - 560 035.**  
**Phone: (080) 28440011/12, Fax: (080) 28440256**

Dear RAKSHIT V,

### **Sub: Enrolment letter to Wipro's Work Integrated Learning Program ("WILP") as Scholar Trainee – Work Integrated Learning Program**

Welcome to WILP!

With reference to your application, it is our pleasure to enroll you as a Scholar Trainee – Work Integrated Learning Program. This is a scholarship program customized as a robust academic and training program which will enable you to obtain M-Tech degree from one of the premier engineering institution / University in India.

The duration of the academic program shall be 48 months from the **date of enrolment to the academic program**. You will be enrolled into the academic program within 12 months from date of joining. Your date of joining will be intimated through a separate communication.

We hope you enjoy the learning with WILP and have an enriching experience being a part of Wipro Limited ("Wipro or "Company").

Please read through the terms and conditions of your enrolment as provided below.

We look forward to having a long and fruitful relationship with you at WILP, Wish you all the best!

Yours sincerely,  
For **Wipro Limited**,

**Aparna Shailen**  
**General Manager - Human Resources**

#### **Endorsement**

I accept the enrolment and the terms and conditions thereof as specified below. I shall report for undergoing study on

#### **Terms & Conditions of Scholarship**

##### **1. PROFILE:**

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We provide support to our global customers through various Company locations in India to suit customer requirements by operating 24x7. You would be operating from any of these locations and in any of the shifts, including night shift, as may be decided by the Company, keeping in mind the business needs and deliverables to customers.

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- ii. Group Life Insurance coverage of **Rs.14, 00,000/-**. This sum insured is inclusive of cover as per EDLI (Employee Deposit Linked Insurance). You can also get an extra coverage for a nominal and highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

In addition to the above, you are also eligible for medical insurance cover towards hospitalization.

You are eligible for a floater coverage of Rs.2,00,000/- per annum for family (self, spouse & children) towards hospitalization. There will be a deduction from your monthly scholarship/stipend depending on your marital/family status towards the base sum insured premium. 10% of the claim amount would need to be borne by the employee/Scholar trainee.

Base Medical insurance is to be availed by the employee as default. It is accounted for in deductions as a nominal monthly charge. Top-Up cover is voluntary and charged as applicable during renewal timelines.

If you wish to enhance the coverage, a top up cover option is also available for a highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

The below table lists down your scholarship details:

| Period      | Scholarship | ESI | Consolidated Scholarship (Rs. Per Month) |
|-------------|-------------|-----|------------------------------------------|
| First year  | 15000       | 488 | 15,488/- (*)                             |
| Second year | 17000       | 553 | 17,553/- (*)                             |
| Third year  | 19000       | 618 | 19,618/- (*)                             |
| Fourth year | 23000       | 0   | 23,000/- (*)                             |

(\*) You shall be responsible for payment of all statutory contributions, taxes, dues and levies as may be required under the relevant laws including contributions under Employees' State Insurance Corporation Act (**at 0.75% of your Scholarship**) as and when applicable to you. Such contributions, taxes, dues and levies where required, shall be deducted from your Scholarship and benefits according to applicable laws and regulations.

Your fourth-year scholarship will continue until completion of your M-Tech program. Your enrolment into the MTech academic program within 12 months from date of joining.

You shall be eligible to receive a onetime "joining bonus" of Rs.75,000 after you join Wipro along with your first month salary. All applicable taxes on the payment of this amount will be borne by you. Please note in the event you leave the organization within 12 months from the date of joining, payment processed under Joining bonus shall be recovered from the employee at the time of exit.

The enhancement of the scholarship at the end of each academic year of study will be at the discretion of the Company and subject to your satisfactory progress of study, acquisition of skills, behavior, regularity and punctuality in attendance. Your continued enrolment in the course, will be at the discretion of the Company, and is subject to satisfactory academic performance and other requirements as prescribed in the WILP portal.

In case your project performance at any stage is not found to be at par with the requirement of WILP, then you would be placed on performance improvement program (PIP). If you fail to successfully complete the PIP, the Company may at its sole discretion discontinue your enrolment in the WILP program.

#### **Book Allowance:**

A Book Allowance of Rs.1,250/- will be provided to you per semester. This allowance will be given every semester except the last semester when you will be engaged in dissertation. The allowance will be paid to you centrally along with your scholarship during the course of each semester. The allowance will be subject to tax. Book allowance is applicable and paid only when you are registered for the semester.

#### **5. Training Agreement:**

- i. This letter of enrolment is subject to the execution of a training agreement in the prescribed proforma with Wipro Limited, Sarjapur Road, Doddakannelli, Bengaluru-560035 on or before joining the program ("Training Agreement").
- ii. This Training agreement shall be for a total period of 60 Months where you will be mentored for developing your skills and knowledge. This included technical training, in various formats, both online and offline and practical experience in various projects. The Company invests on your behalf for the cost of these trainings. Should you discontinue the WILP program or your enrolment with WILP is cancelled for any reason whatsoever before the completion of 60 months from the date of joining, the training expenses of Rs.75,000/-(Rupees Seventy five thousand only) will have to be paid by you as detailed in the Training Agreement.

#### **6. PROJECT READINESS PROGRAM (PRP)**

Upon enrolment, you will have to undergo a Project Readiness Program (PRP) to prepare you to participate in projects. This is offered by Wipro's - Talent Transformation Department to all campus and off-campus selects. The broad objective of PRP is to equip you with the necessary knowledge and skills that will enable you to start working on real-life project work which is an integral part of the WILP.

#### **7. Regulations of Academic study:**

- i. You will be enrolled for M-Tech program with a renowned institution ("University") that collaborates with Wipro for WILP.
- ii. Course specialization includes but is not limited to Software Systems, Software Engineering, Information Technology, Computing Systems and Infrastructure Management, Data Analytics, IoT, Cloud, Digital & Cyber security, Embedded Systems.
- iii. Your specialization and enrolment would be decided based on prevailing business requirements and decision of the Company is final and binding.
- iv. You will not be able to change Specialization track after enrolment.
- v. Overall program duration is 4 years from date of enrolment of academic program.
- vi. As per the program structure, a WILP Scholar trainee will register and pursue 4 to 6 courses per semester over 7 semesters.
- vii. You will be required to submit a project work / dissertation in your final semester (8<sup>th</sup> semester of your program). This will enable you to advance your professional capabilities by applying concepts and techniques in projects.
- viii. Each course has multiple evaluation components. This includes an assignment component, quiz, mid-semester examination and comprehension examination. All evaluation components are mandatory for securing a pass grade in a course as prescribed by the partnering institution.

- ix. Contact classes are organized as per the handout and calendar prepared and shared by the University at the beginning of each semester. In the normal course, one session of 2 hours duration per course per contact class is organized.
- x. You will be called upon to undergo studies during the hours and days as may be fixed by the Company from time to time. Normally, the study hours would be from 9:00am to 6:00pm
- xi. The faculty will take attendance/circulate attendance sheets for every session. It is your responsibility to ensure that your attendances are recorded properly.
- xii. WILP Scholar trainees are expected to be on time for every session. Punctuality is non-negotiable and the faculty reserves the right to deny entry and attendance to late comers.
- xiii. Attending 75% of contact session is mandatory for each course to appear for examinations.
- xiv. Not attending classes for reasons like medical/on the job training /late coming/personal problems and other similar reasons would be treated as absenteeism.
- xv. Scholar trainees who fail to meet the minimum attendance criteria will not qualify for comprehension exams for any of the registered courses in that semester.
- xvi. For any reason, you are not able to meet the minimum attendance criteria or not complete the mandatory assignments / quiz / examinations in any semester, you are required to repeat the same semester as and when the next batch is organized. In such cases, rules and regulations governing academic programs at that time would be applicable. In addition, additional semesters fees are to be borne by you as prescribed by the University.
- xvii. At the end of each semester, the performance of each Scholar Trainee in a course, is specified as a letter grade which is obtained through a Relative Grading procedure
- xviii. Any Scholar trainee securing 3 or more cumulative fail grade at any point in time will be expelled from WILP Program.
- xix. The 8th semester of study is fully devoted for dissertation / project work
- xx. If a Scholar trainee's CGPA is less than 5.5, the Scholar trainee will not be permitted to register for the dissertation. He/she has to re-appear for exams and secure a CGPA of 5.5 before taking up the dissertation. Also, a Scholar trainee with an E grade in any course will not be permitted to register for the Dissertation
- xxi. Project / Dissertation work has to be carried out by each individual separately. Teamwork is not permitted.
- xxii. The dissertation has to be completed strictly as per the guidelines that are outlined by collaborating institution.
- xxiii. WILP Scholar trainees are expected to maintain decorum and discipline in line with Wipro's professional work culture and environment.
- xxiv. In cases where a Scholar trainee deviates from the expected behaviour as prescribed by the WILP and partnering institution from time to time , strict action will be taken and the decision of the WILP Team / faculty /, University would be final and binding.
- xxv. Breach of integrity will be dealt with sternly. Such Scholar trainees will be asked to discontinue their studies and also expelled from WILP program.
- xxvi. On successful completion of the study, you will be eligible to receive the M-Tech degree from the collaborating University, in recognition of your successfully completing the course.
- xxvii. All Scholar trainees of the WILP will be given testimonials at the end of the successful completion of the M-Tech degree program. The testimonial contains the timeline in the WILP and the kind of project works carried during this opportunity.

Mode of contact session, examination pattern and other academic program norms are subject to change based on the prevailing situation / University norms declared from time to time. Decision of the University would be final and binding.

## **8. Conflict of Interest:**

- i. During your enrolment period with the WILP, you will focus exclusively on the requirements of the program. In addition to your study and academic requirements, you are required to engage yourself exclusively in the work assigned by Wipro and shall not take up any independent or individual assignments (whether part time or full time, in an advisory capacity or otherwise) directly or indirectly without the express written consent of Head /

## Manager of WILP Academy

- ii. You shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any person who is involved in activities, which are or shall be in conflict with the interests of Wipro.
- iii. The Conflict of Interest Policy also refers to the need on your part, during your enrolment and for a period of one year from the cessation of your enrolment with WILP (irrespective of the circumstances of, or the reasons for, the cessation) not to solicit, induce or encourage:
  - a. Any student/scholar trainee of the WILP to abandon /withdraw their enrolment with the program or to accept enrolment and/or employment with any competitor, supplier or any customer with whom you have a connection.
  - b. Any employee of Wipro to terminate their employment with Wipro or to accept employment with any competitor, supplier or any customer with whom you have a connection.
  - c. Any customer or vendor of Wipro to move their existing business with Wipro to a third party or to terminate their business relationship with Wipro.
  - d. Any existing employee and/or student of WILP to become associated with, or perform services of any type for any third party.
- iv. In case of any conflict or doubt, please discuss the matter with Head / Manager of WILP, to understand Wipro's position on this and resolve the conflict.

## 9. Obligation and Responsibilities:

- i. During the study period you will be governed by the WILP regulations and instructions as may be modified, from time to time, in relation to conduct, discipline and other matters.
- ii. During your study as part of WILP, Company expects you to undergo study in the area in which you are placed, with a high standard of initiative and efficiency. This is critical and Company has zero tolerance towards any deviations.
- iii. You would not be allowed to seek membership of any local or public body without the written approval from the Head / Manager of WILP.
- iv. During the study period and thereafter, you would not be allowed to give out to anyone in writing or by word of mouth or otherwise, particulars or details of work - process, technical know-how, research carried out, security arrangements, or administrative and/or organizational matters of confidential or secret nature which you may come across during your academic study or become known to you by virtue of your undergoing study under WILP or otherwise.
- v. You are bound by all regulations, instructions and policies of the WILP and Wipro. These are updated / modified on a periodic basis and new policies may be introduced and notified to Scholar trainees from time to time and you will be bound to comply with the same.
- vi. In consideration of the opportunities, trainings and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by WILP/Wipro and in the course of your association with WILP. This covenant shall endure during your association and beyond the cessation of your association with WILP (irrespective of the circumstances of, or the reasons for, the cessation).
- vii. In connection with your association with Wipro as part of the WILP and during the term of your association upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business or academic session hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

During the period of academic study, if you develop or conceptualize inventions, ideas, concepts, discoveries, techniques and improvements (including without limitation computer software) solely or jointly with others in relation to the operation of the WILP / Wipro, such developments will be fully communicated to the WILP academy and will be the sole intellectual property of Wipro. You agree to cooperate in the execution of documents to facilitate the assignment of such intellectual property when required.

## 10. Confidentiality:

- i. In consideration of the opportunities, training and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by Wipro and in the course of your enrolment. This covenant shall endure during your enrolment and beyond the cessation of your enrolment with Wipro (irrespective of the circumstances of, or the reasons for, the cessation).
- ii. During your training on projects at Wipro, you will be expected not to use or disclose any confidential information, including trade secrets, of any former employer (if any) or other person with whom you have an obligation of confidentiality and by signing below you affirm that you have no conflicting obligations or non-compete agreements that would prevent you from working without limitation for Wipro.

## **11. Assignment of Intellectual Property**

In connection with your enrolment and during the term of your enrolment, upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

## **12. Posting**

During the initial study period, initially you would be made familiar with Wipro, but you may if needed be re-assigned or transferred to another division, department, establishment or new location where Wipro, has its office or operation and WILP classes are running in the particular location, in India, without enhancing the scholarship amount. On placement of this nature, you will also be governed by the disciplinary rules and regulations as applicable in that unit/branch. You may also be placed in any sister company of Wipro, for practical studies.

## **13. Misconduct:**

- i. In case you are charged with any misconduct or disciplinary issue during your study period, your enrolment with WILP may be temporarily placed on suspension without payment of scholarship amount, for such period as Wipro may deem fit. If the charges against you are proved to be true, your enrolment may be immediately cancelled, without any notice or payment of scholarship in lieu of notice notwithstanding any clause of this letter of enrolment. It is clarified that this clause is without prejudice to Wipro's rights to enforce the Training Agreement duly signed by you even after cancellation of your enrolment for whatever reasons as the case may be.
- ii. Notwithstanding the condition regarding written notice of termination and without prejudice to Wipro's right to enforce the Training agreement, Wipro shall have the right to terminate your academic study without any notice or payment of scholarship in lieu thereof, if any declaration given or information furnished by you to WILP/ Wipro is found to be false or if you are found to have willfully suppressed any material information.

**Please note that at any stage, whether during your selection process or upon enrolment with the WILP, if it is brought to our notice that you have indulged in malpractices or used illegal means to clear your online assessment, Wipro shall withdraw or revoke the enrolment and cancel the same with immediate effect and we reserve our rights to take suitable action against you as we may deem fit.**

## **14. Cancellation of Enrolment:**

Notwithstanding any of the clauses of this letter of enrolment, Company reserves the right at its sole discretion to cancel this enrolment during the study period without assigning any reason, by giving one months' (30 days) notice or one month's scholarship/stipend in lieu of notice.

## **15. Study Hours:**

- i. As a Scholar Trainee – Work Integrated Learning Program, you will be called upon to undergo studies during the hours and days as may be fixed by WILP from time to time as per the University requirements.
- ii. You would be assigned to any of the locations and any project work as part of your WILP as may be decided by the Company.
- iii. The full day lecture sessions will be held at any of Wipro's other establishments/outourced venue. You may also be called upon to attend academic study as and when required on holidays, as may be scheduled in accordance with the convenience of the organizing team of the WILP.
- iv. The university will plan contact classes in multiple format to suit the project work situations and university guidelines such as contact classes in ILT (instructor Led training) and / or VILT (virtual Instructor Led Training and Self-Directed / Recorded lecture sessions).



## 16. General:

- i. This letter of enrolment is subject to the condition that you have not provided us with any false declaration or wilfully suppressed any material information. If you have, you will be liable for cancellation of enrolment from the WILP without any prior notice.
- ii. The terms of this letter of enrolment may be specifically enforced legally, if required. In this connection, if any of the provisions of this letter are declared or found to be void or unenforceable due to any reason whatsoever, the remaining provisions of this letter shall continue in full force and effect.
- iii. These enrolment terms supersede and replace any existing agreement or understanding, if any, between Wipro and you relating to the same subject matter.
- iv. You warrant that you are not prevented by a court or by any other administrative or judicial order from enrolling under this agreement. In the event that you are not a citizen of the country of posting, you should have a valid work permit to work in the country of posting.
- v. During the period of enrolment you are required to comply with all policies of WILP and Wipro. These policies are updated / modified on a periodic basis and new policies may be introduced and notified to the Scholar Trainees from time to time. You agree to comply with all policies as modified from time to time.

## 17. On Completion/Cancellation of Academic Program:

- i. On Completion of the academic program or cancellation of your enrolment , as the case may be, you will immediately surrender to Wipro/ the Academy all specifications, formulae, documents, literature, drawings or records, etc. belonging to Wipro/ the Academy or relating to its business and shall not make or retain any copies of these items.
- ii. You are not eligible to receive testimonial certificate if you do not successfully complete the academic study in accordance with this letter of enrolment and the study scheme formulated by the Academy.
- iii. Wipro reserves the right to offer employment at its sole discretion to a Scholar trainee on successful and satisfactory completion of the academic study.

## 18. Acceptance of Enrolment Letter:

Upon accepting the above terms and conditions, you are required to return the duplicate of this letter of enrolment, duly signed by you as a token of your acceptance on the day of joining WILP program.

Please confirm that the above terms are acceptable to you and that you accept the enrolment by signing a copy of this letter of enrolment and submit the same on the date of joining.

## 19. Work Allocation:

As part of your work responsibilities, you may be assigned to work on certain projects/accounts or other assignments as may be deemed fit by the Company in its sole discretion. Refusal to accept and deliver on such assignments shall be treated as a refusal to work and may result in termination of your employment or other disciplinary action.

Yours sincerely,

For **Wipro Limited**,



**Aparna Shailen**  
**General Manager - Human Resources**

I have read, understood and agree to accept the enrolment on the terms and conditions herein.

I shall be present for the induction session on

## **ANNEXURE I**

### **CONFIRMATION ON SHARING PERSONAL INFORMATION (AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT, 2000)**

I Radheshyam Thakur, confirm that I am voluntarily sharing my Personal Information with Wipro Limited ('Wipro') being a part of WILP of Wipro for the following purposes:

- a. validating my application form and retaining records on the same for any future reference/verification;
- b. processing my application form including background verification checks;
- c. academic study related actions including record keeping, processing scholarship advance and benefits and any action required in the context of my enrolment with Wipro, being a part of WILP.

In this context, I also agree to the retention of such Personal Information by Wipro for any future reference/verification and authorize Wipro to transfer the same to a third party.

I understand that 'Personal Information' means any information, relating to me that is available with Wipro and is capable of identifying me."

## **ANNEXURE II**

I hereby confirm that I shall submit the required academic certificate including but not limited to mark sheet and Provisional or Convocation Degree Certificate within 3 months from my date of joining. I understand that my enrolment is subject to my aggregate meeting the Wipro eligibility criteria and submission of the above mentioned documents.

I hereby declare that all the particulars mentioned above are true to the best of my knowledge. In the event of my failure to submit the above mentioned documents or in case of any discrepancy, I shall be liable for termination of my enrolment with Wipro.

## **ANNEXURE – III**

### **INITIAL INDUCTION PROGRAM**

The Talent Transformation team at Wipro groom's campus selects to help them face the challenges of the corporate world.

A holistic 360 degree approach to training is adopted and helps them hone their fundamental computer skills followed by insights into Wipro businesses, process, technology and behavioural skills.

To understand and appreciate the mindset of the young Trainees and ensure that the transformation is smooth, the induction program is done by a team of dedicated professionals who have exposure to the academic and corporate sectors alike. Project Readiness Program (PRP) is a training program designed to address the basic learning needs of the Trainees.

#### **Corporate Readiness Program - CRP**

The CRP program is focused on making young Trainees comfortable in a corporate environment. This program starts with a corporate induction.

"EMERGE" a behavioural skills building training program ensures that the fresh Trainee start feeling at ease in the "corporate world". This activity based behavioural intervention informs the new entrants about the corporate work culture and business etiquette.

#### **Technology Readiness Program - TRP**

The technology training provides critical technical skills required to work on projects allocated to Trainees and prepare to face the demands of the project world. We begin doing this by familiarizing with Wipro's businesses and work environment.

The methodology of training is "Project Based Learning" (PBL) approach, the entire learning is designed around a series of projects that the recruits are expected to complete individually by learning and applying various topics required to complete the project. Starting with individual projects, the PBL approach ends with recruits working on a team project.

## **ANNEXURE – IV**

I have read and understood the terms of my enrolment letter. I agree and acknowledge that I am a Student/Scholar trainee with Wipro's WILP. I further undertake that I shall not represent to any person within Wipro or any other third

party that I am an employee of Wipro Ltd and I fully understand that such false representation shall entail severe disciplinary action including immediate cancellation of my enrolment.

### **Travel, Accommodation, Food & Other Miscellaneous Expenses**

#### **Travel**

- i. You would be entitled for Rs. 1500 from the date of appointment as a lump sum amount that will be credited with your first month stipend. You may utilize this amount towards Travel and you would not need to submit bills towards usage of this amount.
- ii. There is no provision for reimbursement/allowance towards any expenses incurred in lieu of attending training or classes at different locations in the same city.

#### **Accommodation, Food & other Miscellaneous Expenses**

- i. You would be entitled for Rs.400 per day for 8 days (total amount of Rs.3,200) from the date of joining. You may utilize this amount towards accommodation, food & other miscellaneous expenses. This would be paid as a lump sum amount that will be credited with your first month stipend and you would not need to submit bills towards usage of this amount.
- ii. If your posting location (the location where you would be based out of after training) is different from the training location (location where you undergo initial training), you would be entitled for the following:  
  
Settlement and Miscellaneous Expenses: Rs.1200 per day for 7 days (total amount of Rs. 8,400) from the date of reporting to the posting location. You may utilize this amount towards boarding, lodging, conveyance & other miscellaneous expenses.
- iii. Any location change after reporting to posting location will be treated as relocation/transfer and will be covered under the Transfer policy for Team Rainbow. For details you can refer the policy at myWipro-> My Policies -> India->My Travel>Transfer Policy-Team Rainbow.
- iv. Campus joiners would not be eligible for accommodation at the Wipro guest houses.

**Please note in the event that the employee leaves the organization within 6 months from the date of joining, all payments processed under Joining & Relocation Entitlements shall be recovered from the employee at the time of exit.**

**Skill Preferences 1 :** [DAAI -Cloud & Digital Database](#)

**Location Preferences 1 :** [Bangalore](#)

**Skill Preferences 2 :** [CEP-SAP-ABAP](#)

**Location Preferences 2 :** [Mysore](#)

**Skill Preferences 3 :** [Python App](#)

**Location Preferences 3 :** [Chennai](#)

☒ Accept ☐ Decline

☒ **Signature** [Radheshyam Thakur 25/1/2023 10:00 PM](#)  
(checking the checkbox above is equivalent to a handwritten signature)

Registered Office:

**Wipro Limited** T :+91 (80) 2844 0011

Doddakannelli F :+91 (80) 2844 0054

Sarjapur Road E :info@wipro.com

Bengaluru 560 035 W :wipro.com

India C :L32102KA1945PLC020800

26168298



**Subject: Offer of Employment**

Dear Rakshith R

Heartiest Congratulations to you!

HDFC Life is delighted to offer you the full-time position of Executive Trainee in our contingent upon your successful clearance of MBA examination.

A detailed Compensation structure is enclosed herewith (Annexure 1) for your reference. An appointment letter along with the terms and conditions of employment will be issued to you after joining.

We are extremely excited to have you onboard. We are looking forward to receiving your acceptance of the offer on the duplicate copy of this letter. Please attach your resume and two passport size photographs with the same.

Warm Regards,

**Human Resources**



**Annexure 1**

**Designation:** Executive Trainee

**Band:** J2

**CTC STRUCTURE**

| Pay Items | Per Annum | Per Month |
|-----------|-----------|-----------|
|-----------|-----------|-----------|

| Fixed Pay                                                                                                                                                                                                                                                                                   |          |        |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|--------|
| Basic                                                                                                                                                                                                                                                                                       | 1,15,500 | 9,625  |
| Other Allowance                                                                                                                                                                                                                                                                             | 64,493   | 5,374  |
| Tablet Allowance                                                                                                                                                                                                                                                                            | 12,000   | 1,000  |
| Daily Activity Allowance                                                                                                                                                                                                                                                                    | 24,000   | 2,000  |
| House Rental Allowance                                                                                                                                                                                                                                                                      | 69,300   | 5,775  |
| Statutory Bonus                                                                                                                                                                                                                                                                             | 24,000   | 2000   |
| Total Monthly Gross                                                                                                                                                                                                                                                                         | 3,09,293 | 25,774 |
| Retirals and Other Benefits (As per relevant Regulations & Acts)                                                                                                                                                                                                                            |          |        |
| Provident Fund                                                                                                                                                                                                                                                                              | 21,600   |        |
| Gratuity                                                                                                                                                                                                                                                                                    | 5,582    |        |
| Flexi Pay                                                                                                                                                                                                                                                                                   | 41,225   |        |
| Valued Benefits                                                                                                                                                                                                                                                                             |          |        |
| Group Insurance Benefit                                                                                                                                                                                                                                                                     | 7,300    |        |
| Fixed Cost to Company                                                                                                                                                                                                                                                                       | 3,85,000 |        |
| Variable Pay                                                                                                                                                                                                                                                                                |          |        |
| Variable Pay for Performance <sup>2</sup>                                                                                                                                                                                                                                                   | 40,000   |        |
| Total Cost to Company                                                                                                                                                                                                                                                                       | 4,25,000 |        |
| <sup>2</sup> Variable Pay for Performance (VPP) is subject to your achieving a rating of “3-Meets Expectations” and above. The rating is assigned to an individual, on successful completion of the Executive Trainee Program (12 m), basis actual performance against the defined targets. |          |        |
| Other Benefits (as per prevalent Company Policy):                                                                                                                                                                                                                                           |          |        |
| Group Term Insurance: Term cover of INR 12,00,000 Mediclaim: INR 4,00,000 for self and dependents                                                                                                                                                                                           |          |        |

<sup>1</sup>

**Flexi Pay:**

- Flexi component amount allocation can be planned by you in Flexi Benefit Planner. Please note that component selection will alter your monthly take home as against the aforementioned monthly gross
- LTA, Mobile Handset Allowance, Fuel & Driver are reimbursable components. On opting for these, the payout will be made only after submission of documents as provided in the Flexi Policy □ **Maximum amounts allocable under Flexi Pay are following:**

| Component                    | Per annum | Per month |
|------------------------------|-----------|-----------|
| LTA (Leave Travel Allowance) | 9,625     | 802       |
| Mobile Handset Allowance     | 10,000    | 833       |
| Fuel & Driver                | 21,600    | 1,800     |





## Welcome to Wipro's Work Integrated Learning Program ("WILP")

**Work Integrated Learning Programme**  
**Wipro Limited, Dodda Kannelli**  
**Sarjapur Road, Bengaluru - 560 035.**  
**Phone: (080) 28440011/12, Fax: (080) 28440256**

Dear Ramya D,

### **Sub: Enrolment letter to Wipro's Work Integrated Learning Program ("WILP") as Scholar Trainee – Work Integrated Learning Program**

Welcome to WILP!

With reference to your application, it is our pleasure to enroll you as a Scholar Trainee – Work Integrated Learning Program. This is a scholarship program customized as a robust academic and training program which will enable you to obtain M-Tech degree from one of the premier engineering institution / University in India.

The duration of the academic program shall be 48 months from the **date of enrolment to the academic program**. You will be enrolled into the academic program within 12 months from date of joining. Your date of joining will be intimated through a separate communication.

We hope you enjoy the learning with WILP and have an enriching experience being a part of Wipro Limited ("Wipro or "Company").

Please read through the terms and conditions of your enrolment as provided below.

We look forward to having a long and fruitful relationship with you at WILP, Wish you all the best!

Yours sincerely,  
For **Wipro Limited**,

**Aparna Shailen**  
**General Manager - Human Resources**

### **Endorsement**

I accept the enrolment and the terms and conditions thereof as specified below. I shall report for undergoing study on

### **Terms & Conditions of Scholarship**

#### **1. PROFILE:**

You have been selected to be a part of Wipro's WILP and are enrolled as a Scholar Trainee- Work Integrated Learning Program. Upon joining WILP, you will have to undergo a "Project Readiness Program" ('PRP') that prepares you to participate in projects at the Company as part of this learning program. This robust academic program will also enable you to obtain **M-Tech degree from one of the premier engineering Institution / University** upon successful completion of the course.

#### **2. DURATION:**

The duration of your academic program will be for a period of 48 months from the date of enrolment to the academic program. You will be enrolled into the academic program within 12 months from date of joining. Unless the Company extends the period of your study in writing, which is done solely at the discretion of the Company, your enrolment would automatically terminate at the end of the stated 48 months.

In case the Company extends the academic period (in writing) you will continue to be enrolled as a Scholar Trainee – Work Integrated Learning Program with WILP.

### 3. Appointment details:

We provide support to our global customers through various Company locations in India to suit customer requirements by operating 24x7. You would be operating from any of these locations and in any of the shifts, including night shift, as may be decided by the Company, keeping in mind the business needs and deliverables to customers.

### 4. Scholarship/Stipend and Benefits

During your period of enrolment, you would be entitled to a consolidated monthly scholarship.

Apart from the monthly scholarship, the Company will provide you with life & accidental insurance that would include a cover for you, the premium / cost will be taken care of by Wipro. This is a voluntary benefit offered by the Company and the details of the same are listed below.

- i. A Group Personal Accident Insurance (GPAI) coverage of **Rs.12,00,000/-**. You could also choose to get additional coverage for a nominal and highly negotiated premium. More details on the policy are available in My Policies section in myWipro, the HR portal at Wipro.
- ii. Group Life Insurance coverage of **Rs.14, 00,000/-**. This sum insured is inclusive of cover as per EDLI (Employee Deposit Linked Insurance). You can also get an extra coverage for a nominal and highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

In addition to the above, you are also eligible for medical insurance cover towards hospitalization.

You are eligible for a floater coverage of Rs.2,00,000/- per annum for family (self, spouse & children) towards hospitalization. There will be a deduction from your monthly scholarship/stipend depending on your marital/family status towards the base sum insured premium. 10% of the claim amount would need to be borne by the employee/Scholar trainee.

Base Medical insurance is to be availed by the employee as default. It is accounted for in deductions as a nominal monthly charge. Top-Up cover is voluntary and charged as applicable during renewal timelines.

If you wish to enhance the coverage, a top up cover option is also available for a highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

The below table lists down your scholarship details:

| Period      | Scholarship | ESI | Consolidated Scholarship (Rs. Per Month) |
|-------------|-------------|-----|------------------------------------------|
| First year  | 15000       | 488 | 15,488/- (*)                             |
| Second year | 17000       | 553 | 17,553/- (*)                             |
| Third year  | 19000       | 618 | 19,618/- (*)                             |
| Fourth year | 23000       | 0   | 23,000/- (*)                             |

(\*) You shall be responsible for payment of all statutory contributions, taxes, dues and levies as may be required under the relevant laws including contributions under Employees' State Insurance Corporation Act (**at 0.75% of your Scholarship**) as and when applicable to you. Such contributions, taxes, dues and levies where required, shall be deducted from your Scholarship and benefits according to applicable laws and regulations.

Your fourth-year scholarship will continue until completion of your M-Tech program. Your enrolment into the MTech academic program within 12 months from date of joining.



You shall be eligible to receive a onetime "joining bonus" of Rs.75,000 after you join Wipro along with your first month salary. All applicable taxes on the payment of this amount will be borne by you. Please note in the event you leave the organization within 12 months from the date of joining, payment processed under Joining bonus shall be recovered from the employee at the time of exit.

The enhancement of the scholarship at the end of each academic year of study will be at the discretion of the Company and subject to your satisfactory progress of study, acquisition of skills, behavior, regularity and punctuality in attendance. Your continued enrolment in the course, will be at the discretion of the Company, and is subject to satisfactory academic performance and other requirements as prescribed in the WILP portal.

In case your project performance at any stage is not found to be at par with the requirement of WILP, then you would be placed on performance improvement program (PIP). If you fail to successfully complete the PIP, the Company may at its sole discretion discontinue your enrolment in the WILP program.

#### **Book Allowance:**

A Book Allowance of Rs.1,250/- will be provided to you per semester. This allowance will be given every semester except the last semester when you will be engaged in dissertation. The allowance will be paid to you centrally along with your scholarship during the course of each semester. The allowance will be subject to tax. Book allowance is applicable and paid only when you are registered for the semester.

#### **5. Training Agreement:**

- i. This letter of enrolment is subject to the execution of a training agreement in the prescribed proforma with Wipro Limited, Sarjapur Road, Doddakannelli, Bengaluru-560035 on or before joining the program ("Training Agreement").
- ii. This Training agreement shall be for a total period of 60 Months where you will be mentored for developing your skills and knowledge. This included technical training, in various formats, both online and offline and practical experience in various projects. The Company invests on your behalf for the cost of these trainings. Should you discontinue the WILP program or your enrolment with WILP is cancelled for any reason whatsoever before the completion of 60 months from the date of joining, the training expenses of Rs.75,000/-(Rupees Seventy five thousand only) will have to be paid by you as detailed in the Training Agreement.

#### **6. PROJECT READINESS PROGRAM (PRP)**

Upon enrolment, you will have to undergo a Project Readiness Program (PRP) to prepare you to participate in projects. This is offered by Wipro's - Talent Transformation Department to all campus and off-campus selects. The broad objective of PRP is to equip you with the necessary knowledge and skills that will enable you to start working on real-life project work which is an integral part of the WILP.

#### **7. Regulations of Academic study:**

- i. You will be enrolled for M-Tech program with a renowned institution ("University") that collaborates with Wipro for WILP.
- ii. Course specialization includes but is not limited to Software Systems, Software Engineering, Information Technology, Computing Systems and Infrastructure Management, Data Analytics, IoT, Cloud, Digital & Cyber security, Embedded Systems.
- iii. Your specialization and enrolment would be decided based on prevailing business requirements and decision of the Company is final and binding.
- iv. You will not be able to change Specialization track after enrolment.
- v. Overall program duration is 4 years from date of enrolment of academic program.
- vi. As per the program structure, a WILP Scholar trainee will register and pursue 4 to 6 courses per semester over 7 semesters.
- vii. You will be required to submit a project work / dissertation in your final semester (8<sup>th</sup> semester of your program). This will enable you to advance your professional capabilities by applying concepts and techniques in projects.
- viii. Each course has multiple evaluation components. This includes an assignment component, quiz, mid-semester examination and comprehension examination. All evaluation components are mandatory for securing a pass grade in a course as prescribed by the partnering institution.

- ix. Contact classes are organized as per the handout and calendar prepared and shared by the University at the beginning of each semester. In the normal course, one session of 2 hours duration per course per contact class is organized.
- x. You will be called upon to undergo studies during the hours and days as may be fixed by the Company from time to time. Normally, the study hours would be from 9:00am to 6:00pm
- xi. The faculty will take attendance/circulate attendance sheets for every session. It is your responsibility to ensure that your attendances are recorded properly.
- xii. WILP Scholar trainees are expected to be on time for every session. Punctuality is non-negotiable and the faculty reserves the right to deny entry and attendance to late comers.
- xiii. Attending 75% of contact session is mandatory for each course to appear for examinations.
- xiv. Not attending classes for reasons like medical/on the job training /late coming/personal problems and other similar reasons would be treated as absenteeism.
- xv. Scholar trainees who fail to meet the minimum attendance criteria will not qualify for comprehension exams for any of the registered courses in that semester.
- xvi. For any reason, you are not able to meet the minimum attendance criteria or not complete the mandatory assignments / quiz / examinations in any semester, you are required to repeat the same semester as and when the next batch is organized. In such cases, rules and regulations governing academic programs at that time would be applicable. In addition, additional semesters fees are to be borne by you as prescribed by the University.
- xvii. At the end of each semester, the performance of each Scholar Trainee in a course, is specified as a letter grade which is obtained through a Relative Grading procedure
- xviii. Any Scholar trainee securing 3 or more cumulative fail grade at any point in time will be expelled from WILP Program.
- xix. The 8th semester of study is fully devoted for dissertation / project work
- xx. If a Scholar trainee's CGPA is less than 5.5, the Scholar trainee will not be permitted to register for the dissertation. He/she has to re-appear for exams and secure a CGPA of 5.5 before taking up the dissertation. Also, a Scholar trainee with an E grade in any course will not be permitted to register for the Dissertation
- xxi. Project / Dissertation work has to be carried out by each individual separately. Teamwork is not permitted.
- xxii. The dissertation has to be completed strictly as per the guidelines that are outlined by collaborating institution.
- xxiii. WILP Scholar trainees are expected to maintain decorum and discipline in line with Wipro's professional work culture and environment.
- xxiv. In cases where a Scholar trainee deviates from the expected behaviour as prescribed by the WILP and partnering institution from time to time , strict action will be taken and the decision of the WILP Team / faculty /, University would be final and binding.
- xxv. Breach of integrity will be dealt with sternly. Such Scholar trainees will be asked to discontinue their studies and also expelled from WILP program.
- xxvi. On successful completion of the study, you will be eligible to receive the M-Tech degree from the collaborating University, in recognition of your successfully completing the course.
- xxvii. All Scholar trainees of the WILP will be given testimonials at the end of the successful completion of the M-Tech degree program. The testimonial contains the timeline in the WILP and the kind of project works carried during this opportunity.

Mode of contact session, examination pattern and other academic program norms are subject to change based on the prevailing situation / University norms declared from time to time. Decision of the University would be final and binding.

## **8. Conflict of Interest:**

- i. During your enrolment period with the WILP, you will focus exclusively on the requirements of the program. In addition to your study and academic requirements, you are required to engage yourself exclusively in the work assigned by Wipro and shall not take up any independent or individual assignments (whether part time or full time, in an advisory capacity or otherwise) directly or indirectly without the express written consent of Head /

## Manager of WILP Academy

- ii. You shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any person who is involved in activities, which are or shall be in conflict with the interests of Wipro.
- iii. The Conflict of Interest Policy also refers to the need on your part, during your enrolment and for a period of one year from the cessation of your enrolment with WILP (irrespective of the circumstances of, or the reasons for, the cessation) not to solicit, induce or encourage:
  - a. Any student/scholar trainee of the WILP to abandon /withdraw their enrolment with the program or to accept enrolment and/or employment with any competitor, supplier or any customer with whom you have a connection.
  - b. Any employee of Wipro to terminate their employment with Wipro or to accept employment with any competitor, supplier or any customer with whom you have a connection.
  - c. Any customer or vendor of Wipro to move their existing business with Wipro to a third party or to terminate their business relationship with Wipro.
  - d. Any existing employee and/or student of WILP to become associated with, or perform services of any type for any third party.
- iv. In case of any conflict or doubt, please discuss the matter with Head / Manager of WILP, to understand Wipro's position on this and resolve the conflict.

## 9. Obligation and Responsibilities:

- i. During the study period you will be governed by the WILP regulations and instructions as may be modified, from time to time, in relation to conduct, discipline and other matters.
- ii. During your study as part of WILP, Company expects you to undergo study in the area in which you are placed, with a high standard of initiative and efficiency. This is critical and Company has zero tolerance towards any deviations.
- iii. You would not be allowed to seek membership of any local or public body without the written approval from the Head / Manager of WILP.
- iv. During the study period and thereafter, you would not be allowed to give out to anyone in writing or by word of mouth or otherwise, particulars or details of work - process, technical know-how, research carried out, security arrangements, or administrative and/or organizational matters of confidential or secret nature which you may come across during your academic study or become known to you by virtue of your undergoing study under WILP or otherwise.
- v. You are bound by all regulations, instructions and policies of the WILP and Wipro. These are updated / modified on a periodic basis and new policies may be introduced and notified to Scholar trainees from time to time and you will be bound to comply with the same.
- vi. In consideration of the opportunities, trainings and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by WILP/Wipro and in the course of your association with WILP. This covenant shall endure during your association and beyond the cessation of your association with WILP (irrespective of the circumstances of, or the reasons for, the cessation).
- vii. In connection with your association with Wipro as part of the WILP and during the term of your association upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business or academic session hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

During the period of academic study, if you develop or conceptualize inventions, ideas, concepts, discoveries, techniques and improvements (including without limitation computer software) solely or jointly with others in relation to the operation of the WILP / Wipro, such developments will be fully communicated to the WILP academy and will be the sole intellectual property of Wipro. You agree to cooperate in the execution of documents to facilitate the assignment of such intellectual property when required.

## 10. Confidentiality:

- i. In consideration of the opportunities, training and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by Wipro and in the course of your enrolment. This covenant shall endure during your enrolment and beyond the cessation of your enrolment with Wipro (irrespective of the circumstances of, or the reasons for, the cessation).
- ii. During your training on projects at Wipro, you will be expected not to use or disclose any confidential information, including trade secrets, of any former employer (if any) or other person with whom you have an obligation of confidentiality and by signing below you affirm that you have no conflicting obligations or non-compete agreements that would prevent you from working without limitation for Wipro.

## **11. Assignment of Intellectual Property**

In connection with your enrolment and during the term of your enrolment, upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

## **12. Posting**

During the initial study period, initially you would be made familiar with Wipro, but you may if needed be re-assigned or transferred to another division, department, establishment or new location where Wipro, has its office or operation and WILP classes are running in the particular location, in India, without enhancing the scholarship amount. On placement of this nature, you will also be governed by the disciplinary rules and regulations as applicable in that unit/branch. You may also be placed in any sister company of Wipro, for practical studies.

## **13. Misconduct:**

- i. In case you are charged with any misconduct or disciplinary issue during your study period, your enrolment with WILP may be temporarily placed on suspension without payment of scholarship amount, for such period as Wipro may deem fit. If the charges against you are proved to be true, your enrolment may be immediately cancelled, without any notice or payment of scholarship in lieu of notice notwithstanding any clause of this letter of enrolment. It is clarified that this clause is without prejudice to Wipro's rights to enforce the Training Agreement duly signed by you even after cancellation of your enrolment for whatever reasons as the case may be.
- ii. Notwithstanding the condition regarding written notice of termination and without prejudice to Wipro's right to enforce the Training agreement, Wipro shall have the right to terminate your academic study without any notice or payment of scholarship in lieu thereof, if any declaration given or information furnished by you to WILP/ Wipro is found to be false or if you are found to have willfully suppressed any material information.

**Please note that at any stage, whether during your selection process or upon enrolment with the WILP, if it is brought to our notice that you have indulged in malpractices or used illegal means to clear your online assessment, Wipro shall withdraw or revoke the enrolment and cancel the same with immediate effect and we reserve our rights to take suitable action against you as we may deem fit.**

## **14. Cancellation of Enrolment:**

Notwithstanding any of the clauses of this letter of enrolment, Company reserves the right at its sole discretion to cancel this enrolment during the study period without assigning any reason, by giving one month's (30 days) notice or one month's scholarship/stipend in lieu of notice.

## **15. Study Hours:**

- i. As a Scholar Trainee – Work Integrated Learning Program, you will be called upon to undergo studies during the hours and days as may be fixed by WILP from time to time as per the University requirements.
- ii. You would be assigned to any of the locations and any project work as part of your WILP as may be decided by the Company.
- iii. The full day lecture sessions will be held at any of Wipro's other establishments/outourced venue. You may also be called upon to attend academic study as and when required on holidays, as may be scheduled in accordance with the convenience of the organizing team of the WILP.
- iv. The university will plan contact classes in multiple format to suit the project work situations and university guidelines such as contact classes in ILT (instructor Led training) and / or VILT (virtual Instructor Led Training and Self-Directed / Recorded lecture sessions).

## 16. General:

- i. This letter of enrolment is subject to the condition that you have not provided us with any false declaration or wilfully suppressed any material information. If you have, you will be liable for cancellation of enrolment from the WILP without any prior notice.
- ii. The terms of this letter of enrolment may be specifically enforced legally, if required. In this connection, if any of the provisions of this letter are declared or found to be void or unenforceable due to any reason whatsoever, the remaining provisions of this letter shall continue in full force and effect.
- iii. These enrolment terms supersede and replace any existing agreement or understanding, if any, between Wipro and you relating to the same subject matter.
- iv. You warrant that you are not prevented by a court or by any other administrative or judicial order from enrolling under this agreement. In the event that you are not a citizen of the country of posting, you should have a valid work permit to work in the country of posting.
- v. During the period of enrolment you are required to comply with all policies of WILP and Wipro. These policies are updated / modified on a periodic basis and new policies may be introduced and notified to the Scholar Trainees from time to time. You agree to comply with all policies as modified from time to time.

## 17. On Completion/Cancellation of Academic Program:

- i. On Completion of the academic program or cancellation of your enrolment, as the case may be, you will immediately surrender to Wipro/ the Academy all specifications, formulae, documents, literature, drawings or records, etc. belonging to Wipro/ the Academy or relating to its business and shall not make or retain any copies of these items.
- ii. You are not eligible to receive testimonial certificate if you do not successfully complete the academic study in accordance with this letter of enrolment and the study scheme formulated by the Academy.
- iii. Wipro reserves the right to offer employment at its sole discretion to a Scholar trainee on successful and satisfactory completion of the academic study.

## 18. Acceptance of Enrolment Letter:

Upon accepting the above terms and conditions, you are required to return the duplicate of this letter of enrolment, duly signed by you as a token of your acceptance on the day of joining WILP program.

Please confirm that the above terms are acceptable to you and that you accept the enrolment by signing a copy of this letter of enrolment and submit the same on the date of joining.

## 19. Work Allocation:

As part of your work responsibilities, you may be assigned to work on certain projects/accounts or other assignments as may be deemed fit by the Company in its sole discretion. Refusal to accept and deliver on such assignments shall be treated as a refusal to work and may result in termination of your employment or other disciplinary action.

Yours sincerely,

For **Wipro Limited**,



**Aparna Shailen**  
**General Manager - Human Resources**

I have read, understood and agree to accept the enrolment on the terms and conditions herein.

I shall be present for the induction session on

## **ANNEXURE I**

### **CONFIRMATION ON SHARING PERSONAL INFORMATION (AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT, 2000)**

I Radheshyam Thakur, confirm that I am voluntarily sharing my Personal Information with Wipro Limited ('Wipro') being a part of WILP of Wipro for the following purposes:

- a. validating my application form and retaining records on the same for any future reference/verification;
- b. processing my application form including background verification checks;
- c. academic study related actions including record keeping, processing scholarship advance and benefits and any action required in the context of my enrolment with Wipro, being a part of WILP.

In this context, I also agree to the retention of such Personal Information by Wipro for any future reference/verification and authorize Wipro to transfer the same to a third party.

I understand that 'Personal Information' means any information, relating to me that is available with Wipro and is capable of identifying me."

## **ANNEXURE II**

I hereby confirm that I shall submit the required academic certificate including but not limited to mark sheet and Provisional or Convocation Degree Certificate within 3 months from my date of joining. I understand that my enrolment is subject to my aggregate meeting the Wipro eligibility criteria and submission of the above mentioned documents.

I hereby declare that all the particulars mentioned above are true to the best of my knowledge. In the event of my failure to submit the above mentioned documents or in case of any discrepancy, I shall be liable for termination of my enrolment with Wipro.

## **ANNEXURE – III**

### **INITIAL INDUCTION PROGRAM**

The Talent Transformation team at Wipro groom's campus selects to help them face the challenges of the corporate world.

A holistic 360 degree approach to training is adopted and helps them hone their fundamental computer skills followed by insights into Wipro businesses, process, technology and behavioural skills.

To understand and appreciate the mindset of the young Trainees and ensure that the transformation is smooth, the induction program is done by a team of dedicated professionals who have exposure to the academic and corporate sectors alike. Project Readiness Program (PRP) is a training program designed to address the basic learning needs of the Trainees.

#### **Corporate Readiness Program - CRP**

The CRP program is focused on making young Trainees comfortable in a corporate environment. This program starts with a corporate induction.

"EMERGE" a behavioural skills building training program ensures that the fresh Trainee start feeling at ease in the "corporate world". This activity based behavioural intervention informs the new entrants about the corporate work culture and business etiquette.

#### **Technology Readiness Program - TRP**

The technology training provides critical technical skills required to work on projects allocated to Trainees and prepare to face the demands of the project world. We begin doing this by familiarizing with Wipro's businesses and work environment.

The methodology of training is "Project Based Learning" (PBL) approach, the entire learning is designed around a series of projects that the recruits are expected to complete individually by learning and applying various topics required to complete the project. Starting with individual projects, the PBL approach ends with recruits working on a team project.

## **ANNEXURE – IV**

I have read and understood the terms of my enrolment letter. I agree and acknowledge that I am a Student/Scholar trainee with Wipro's WILP. I further undertake that I shall not represent to any person within Wipro or any other third

party that I am an employee of Wipro Ltd and I fully understand that such false representation shall entail severe disciplinary action including immediate cancellation of my enrolment.

### **Travel, Accommodation, Food & Other Miscellaneous Expenses**

#### **Travel**

- i. You would be entitled for Rs. 1500 from the date of appointment as a lump sum amount that will be credited with your first month stipend. You may utilize this amount towards Travel and you would not need to submit bills towards usage of this amount.
- ii. There is no provision for reimbursement/allowance towards any expenses incurred in lieu of attending training or classes at different locations in the same city.

#### **Accommodation, Food & other Miscellaneous Expenses**

- i. You would be entitled for Rs.400 per day for 8 days (total amount of Rs.3,200) from the date of joining. You may utilize this amount towards accommodation, food & other miscellaneous expenses. This would be paid as a lump sum amount that will be credited with your first month stipend and you would not need to submit bills towards usage of this amount.
- ii. If your posting location (the location where you would be based out of after training) is different from the training location (location where you undergo initial training), you would be entitled for the following:  
  
Settlement and Miscellaneous Expenses: Rs.1200 per day for 7 days (total amount of Rs. 8,400) from the date of reporting to the posting location. You may utilize this amount towards boarding, lodging, conveyance & other miscellaneous expenses.
- iii. Any location change after reporting to posting location will be treated as relocation/transfer and will be covered under the Transfer policy for Team Rainbow. For details you can refer the policy at myWipro-> My Policies -> India->My Travel>Transfer Policy-Team Rainbow.
- iv. Campus joiners would not be eligible for accommodation at the Wipro guest houses.

**Please note in the event that the employee leaves the organization within 6 months from the date of joining, all payments processed under Joining & Relocation Entitlements shall be recovered from the employee at the time of exit.**

**Skill Preferences 1 :** [DAAI -Cloud & Digital Database](#)

**Location Preferences 1 :** [Bangalore](#)

**Skill Preferences 2 :** [CEP-SAP-ABAP](#)

**Location Preferences 2 :** [Mysore](#)

**Skill Preferences 3 :** [Python App](#)

**Location Preferences 3 :** [Chennai](#)

☒ Accept ☐ Decline

☒ **Signature** [Radheshyam Thakur 25/1/2023 10:00 PM](#)  
(checking the checkbox above is equivalent to a handwritten signature)

Registered Office:

**Wipro Limited** T :+91 (80) 2844 0011

Doddakannelli F :+91 (80) 2844 0054

Sarjapur Road E :info@wipro.com

Bengaluru 560 035 W :wipro.com

India C :L32102KA1945PLC020800

26168298



**Offer: Computer Consultancy**

**Ref: TCSL/DT20228278628/Bangalore**

**Date: 8/9/2022**

Dear Ramya R

**Sub: Letter of Offer**

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade **Y**. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be **375000/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year. Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &





Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

## **COMPENSATION AND BENEFITS**

### **BASIC SALARY**

You will be eligible for a basic salary of `14,784/- per month.

### **BOUQUET OF BENEFITS (BoB)**

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

#### **1. House Rent Allowance (HRA)**

Your HRA will be `5,914/- per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

#### **2. Leave Travel Allowance**

You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

#### **3. Food Card**

You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias. As per the Pre-Defined structure you will be eligible for a Food Card with an amount of `500/- being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.



## **PERFORMANCE PAY**

### **Monthly Performance Pay**

You will receive a monthly performance pay of `1,700/-. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

### **Quarterly Variable Allowance**

Your variable allowance will be `600/- per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

## **CITY ALLOWANCE**

You will be eligible for a City Allowance of `200/- per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

## **XPLORE/ LEARNING INCENTIVES**

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

## **OTHER BENEFITS**

### **Health Insurance Scheme**

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:



## **1. Basic Cover**

i. Entitlement - Includes domiciliary expenses up to `6,000/- per insured person per annum and basic hospitalization expenses up to `2,00,000/- per insured person per annum.

ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

## **2. Higher Hospitalisation**

Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

i. Entitlement - You and your enrolled dependants will be entitled for `12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

## **Maternity Leave**

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother, may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

## **Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)**

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of `250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

## **Loans**

You will be eligible for loans, as per TCSL's loan policy.

## **Professional Memberships**

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.



## **RETIRALS**

### **Provident Fund**

You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

### **Gratuity**

You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

## **TERMS AND CONDITIONS**

### **1. Aggregate Percentage Requirements**

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

### **2. Pre requisites for Joining**

To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.



### **3. Training Period**

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

### **4. Working Hours**

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

### **5. Mobility**

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

### **6. Compensation Structure / Salary components**

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

### **7. Increments and Promotions**

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

### **8. Alternative Occupation / Employment**

Either during the period of your traineeship or during the period of your employment as a





confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

## **9. Confidentiality Agreement**

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

## **10. Service Agreement**

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL `50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

## **11. Work in SBWS mode**

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.

## **12. Overseas International Assignment Agreement**

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related



documents pertaining to the international assignment for which you are being placed. In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

### **13. Terms and Conditions**

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

### **14. TATA Code of Conduct**

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

### **15. Notice Period**

Upon your confirmation, this contract of employment is terminable by you by giving 90 days notice in writing to TCSL. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion.

Upon your confirmation, this contract of employment may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

It is understood, agreed and made abundantly clear herein that you shall have to necessarily work during the notice period given by TCSL under this clause, unless you are otherwise relieved by TCSL by giving you payment in lieu of notice.

Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by it at its own discretion having regard to the responsibilities shouldered by you while being in the employment of TCS.

### **16. Retirement**

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

### **17. Pre-employment Medical Certificate**

You are required to submit a Medical Certificate of Fitness (in the format prescribed by



TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

### 18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

### 19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining. If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

### 20. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)





- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :

\*There is no criminal offence registered/pending against you

\*There is no disciplinary case pending against you in the university

- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

\*PAN Card (Permanent Account Number)

\*Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)

\*Passport

\*NSR E-Card

## **21. TCS Xperience Program**

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

## **22. Letter of Appointment**

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

## **23. Rules and Regulations of the Company**

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from



time to time. The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

#### **24. Compliance to all clauses**

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

#### **25. Data Privacy Clause:**

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of overseas deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

**Withdrawal of Offer**

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

**For TATA Consultancy Services Limited**

**Girish V. Nandimath**  
**Global Head Talent Acquisition & AIP**



[Click here](#) or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary  
Annexure 2: List of TCS Xplore Centres  
Annexure 3: Confidentiality and IP Terms



## GROSS SALARY SHEET

Annexure 1

|                       |                                          |
|-----------------------|------------------------------------------|
| <b>Name</b>           | <b>Ramya R</b>                           |
| <b>Designation</b>    | <b>Assistant System Engineer-Trainee</b> |
| <b>Institute Name</b> | <b>Others</b>                            |

Table 1: Compensation Details (All Components in INR)

| <b>Component Category</b>             | <b>Monthly</b> | <b>Annual</b>      |
|---------------------------------------|----------------|--------------------|
| <b>1) Fixed Compensation</b>          |                |                    |
| Basic Salary                          | 14,784         | 1,77,408           |
| Bouquet Of Benefits #                 | 7,646          | 91,752             |
| <b>2) Performance Pay**</b>           |                |                    |
| Monthly Performance Pay               | 1,700          | 20,400             |
| Quarterly Variable Allowance*         | 600            | 7,200              |
| <b>3) City Allowance</b>              | 200            | 2,400              |
| <b>4) Annual Components/Retirals</b>  |                |                    |
| Health Insurance***                   | NA             | 7,900              |
| Provident Fund                        | 1,774          | 21,289             |
| Gratuity                              | 711            | 8,533              |
| Total of Annual Components & Retirals | 2,485          | 37,722             |
| <b>TOTAL GROSS</b>                    | <b>27,415</b>  | <b>375000</b>      |
| <b>Xplore/ Learning Incentive****</b> |                | <b>Upto 60,000</b> |

# Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

\* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

\*\*The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

\*\*\* For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

\*\*\*\* Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

| <b>Component Category</b>        | <b>Monthly</b> | <b>Annual</b> |
|----------------------------------|----------------|---------------|
| House Rent Allowance             | 5,914          | 70,968        |
| Leave Travel Assistance          | 1,232          | 14,784        |
| Food Card                        | 500            | 6,000         |
| <b>GROSS BOUQUET OF BENEFITS</b> | <b>7,646</b>   | <b>91,752</b> |





## Annexure

|                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                       |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Ahmedabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Garima Park, IT/ITES SEZ, Plot # 41,<br>Gandhinagar - 382007                                                                                                                                                                                 | <b>Bangalore</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Gate 1, No 42, Think campus, Electronic City phase II,<br>Bangalore - 560100, Karnataka                                                                                           |
| <b>BUBANESHWAR</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Training Lab Venue: Barabati, IRC Block, Ground Floor,<br>Tata Consultancy Services Limited, (UNIT-II) - BARBATI<br>SEZ, IT/ITES - SPECIAL ECONOMIC ZONE (SEZ), PLOT NO.<br>35, CHANDAKA INDUSTRIAL ESTATE, PATIA,<br>Bhubaneswar - 751024 | <b>Chennai</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>415/21-24, Kumaran Nagar, Old Mahabalipuram Rd,<br>TNHB, Sholinganallur, Chennai, Tamil Nadu 600119                                                                                 |
| <b>DELHI – Gurgaon</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Block C, Kings Canyon, ASF Insignia, Gurgaon -<br>Faridabad Road, Gawal Pahari, Gurgaon - 122003,<br>Haryana                                                                                                                           | <b>DELHI – Noida</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. A-44 & A-45, Ground, 1st to 5th Floor & 10th<br>floor, Galaxy Business Park, Block - C & D, Sector - 62,<br>Noida - 201 309, UP                                      |
| <b>Guwahati</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>5th Floor, NEDFi House, G.S. Road, Dispur, Guwahati -<br>781006, Assam                                                                                                                                                                        | <b>Hyderabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Q City, Nanakramguda, Hyderabad                                                                                                                                                   |
| <b>INDORE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor,<br>Village Tigariya Badshah & Bada Bangarde, Tehsil<br>Hatod, Indore - 452018,<br>Madhya Pradesh                                                                                           | <b>KOLKATA</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Ecospace 1B building, 2nd Floor, Plot - IIF/12, New<br>Town, Rajarhat, Kolkata - 700160, West Bengal OR<br>Auditorium, 2nd Floor, Wanderers Building, Delta Park -<br>Lords |
| <b>KOCHI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>TCS centre, Infopark Road Infopark Campus, Infopark,<br>Kakkanad, Kerala 682042                                                                                                                                                                  | <b>MUMBAI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Yantra Park, Pokharan Road Number 2, TCS Approach<br>Rd, Thane, West, Thane, Maharashtra 400606                                                                                      |
| <b>NAGPUR</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,                                                                                                                                                                                         | <b>PUNE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park,<br>Hinjewadi Phase III, Pune - 411057, Maharashtra                                                                               |
| <b>Trivandrum</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Peepul Park, Technopark Campus, Kariyavattom P.O,<br>Trivandrum - 695581, India                                                                                                                                                             |                                                                                                                                                                                                                                                       |



## Annexure

### Confidentiality and IP Terms and Conditions

#### 1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.



## **2. Associate's Obligations**

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

## **3. Intellectual Property Rights**

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filing or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.



#### **4. Prior knowledge**

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

#### **5. Use of third party material**

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

#### **6. Security policies and Guidelines.**

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

#### **7. Working in SBWS Framework:**

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.





(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

## **8. Restriction on Associate's Rights**

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

## **9. No License**

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.



## **10. Equitable Rights**

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

## **11. General**

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay or omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.



(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.

## Offer Letter – Agastya International Foundation.

Dear Raashi Jha,

Congratulations! We are pleased to offer you a Program Associate position **Agastya International Foundation**. The **internship** will be for 6 (Six) months. We will assess your performance over the initial months of the internship and convert your internship to a full-time job **offer** if your performance meets our requirements – to commence as soon as you graduate with the CTC of **INR 3,00,00/- ( Indian Rupees Three Lakhs only) per annum**.

Your stipend will be **INR 12,000/- (Indian Rupees Twelve Thousand only) per month** for the internship duration, subject to the deduction of withholding taxes and statutory levies under applicable law towards your services.

Please confirm your acceptance of our internship offer via email as soon as possible.

You will be required to produce the following documents at the time of joining - Aadhar Card, PAN Card, and Bank details (Soft copy of cheque or 1st page of passbook).

During the internship period with us,

- Please follow instructions from your supervisors diligently and earnestly about your work.
- The company's rules and regulations will govern you.
- Confidentiality: You must maintain confidentiality associated with the company's information, including customer information. In this regard, you will sign a Confidentiality Agreement with the company.

We wish you the very best!

Best regards,

HR & Admin  
Agastya International Foundation,  
Bangalore



**CGI Information Systems and Management Consultants Pvt. Ltd.**

Regd. Office: e.city, Tower 2, No.95/1 & 95/2,  
Electronic City, Phase I (West)  
Bangalore – 560 100. India  
Tel +91-80-6642 2222 | Fax +91-80-6642 1200

**cgi.com**

CIN: U72200KA1990PTC019138

Dear Kiran

I am delighted to offer you a role at CGI Information Systems and Management Consultants Private Limited (“CGI” or “Company”) where we strive to create an environment in which we enjoy working together and, as owners, contribute to building a company we can be proud of. We are very excited about the prospect of having you join us, and look forward to welcoming you.

As part of the leading information technology companies in the world, there are many opportunities for growth and development, both individually and as part of a large professional community. I hope you will choose to be part of our CGI Global Community, a team of extraordinary people building a company that reflects their aspirations and is supported by our shared vision and values.

We are offering you the position of **Associate Software Engineer** and your **Total Target Earnings** is INR **350000-** in accordance with the terms and conditions contained below.

This offer is contingent on your:

- successful completion of your graduation with a minimum of [60%] of marks and no backlog in any semester;
- successful completion of pre/post-employment training designated by the Company. Details of the training, duration, and conditions of training will be communicated to you by the Company upon your acceptance of this offer. You are required to maintain the minimum attendance threshold throughout the training and achieve the grade pre-defined by the Company for the successful completion of the training.

Should you fail to achieve the above pre-requisite, the Company shall be entitled to revoke this offer at its discretion or terminate your employment forthwith without notice or pay in lieu thereof.

You are requested to report at Bengaluru our office on 24 July 2022 . Your appointment will be effective on your joining date. If you do not confirm your acceptance within the timeframe mentioned below, this offer will be considered withdrawn unless extended in writing by the Company.

- You are required to communicate your acceptance of this offer via email to your assigned Recruiter’s CGI email id on or before 23 July 2022. You will also be required to read, understand and execute the CGI Candidate Declaration that will be issued to you on your joining date.
- Your reporting time on the joining date is 8:30 a.m. Kindly note that it is important to be on time to complete the joining formalities.
- On your joining date, please bring the originals and one set of photocopies of the documents mentioned in Annexure-A.
- Please contact us at 080-4194 0000 (Monday to Friday between 9:30 a.m. to 5:30 p.m.) or via email to your CGI designated recruiter for any queries regarding your employment offer.

The terms and conditions governing your employment are as under:

- Your employment with the Company is at all times subject to you having and maintaining a valid work permit from the Government of India (if applicable). A copy of the work permit needs to be furnished by you on the date of on boarding failing which you will not be permitted to join. You hereby agree that you shall undertake all necessary steps to keep such work permit valid and subsisting throughout the term of your employment with the Company.



- Your employment will be subject to a probationary period of [6] months (**“Probationary Period”**). If your performance is, in the opinion of the Company, found to be satisfactory during this period, then the Company shall confirm the appointment in writing. The Company may, at its sole discretion, extend the Probationary Period, by providing you prior written notice. Your employment remains subject to [15] days’ notice of termination until you are notified in writing of the satisfactory completion of the Probationary Period.
- This appointment will be based on your agreement to serve the Company for a minimum period of two years effective your date of joining. On joining, you will have to sign the Employment Agreement with the Company
- This offer is conditional upon your having a valid passport. If you do not have a passport as of the date of this offer, you are required to apply for one immediately and produce the relevant acknowledgement on the day of your on boarding. Being part of consulting organization, it is your responsibility to monitor the validity of your passport and renew it in advance. Should you be denied a passport, or if you are otherwise unable to produce a copy of your passport, CGI shall be entitled to terminate your employment forthwith without notice or pay in lieu thereof. It is a condition of your employment that you have a valid passport at all times.
- During your employment with CGI, you may get opportunities to work on multiple platforms/skills at the sole discretion of CGI. CGI encourages and appreciates flexibility to work on different technologies
- Your services are transferable anywhere in India as also anywhere abroad within the CGI group of companies or other third parties. In case your services are transferred to any of our group companies or affiliates of the Company, you are required to abide by the rules and regulations pertaining to that company. You will carry out your duties as per the instructions of your superiors from time to time
- Your remuneration is strictly confidential. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should not be shared with anyone.
- **Code of conduct:** You will abide by CGI policies including all amendments as may be carried out from time to time at sole discretion of CGI (**“CGI Policies”**), and the applicable rules and regulations in force from time to time and will also be required to sign and abide by the **Code of ethics** and conduct as elucidated by the Company as part of your performance appraisal process. Any breach of the guidelines or the terms and conditions of employment may result in termination of your services without notice or compensation.
  - a) You will not carry on any business other than for the Company or enter for any part of your time in any capacity in the services of other person or persons and company or companies. You will devote your whole time and attention to your duties to promote the interests of CGI and you will not utilize or divulge to any person or persons any of our trade secrets or confidential information.
  - b) In the course of your employment with CGI, you shall not, without the previous written consent of CGI and which consent CGI may in its absolute discretion and without assigning any reason, withhold and/or refuse to accord directly and/or indirectly solicit and/or engage in the collection and donations for any trust or other organizations and/or institutions for charitable work and/or any other purposes and person/s and/or bodies corporate/institutions with whom you come into contact and/or have dealings with in the course of employment with CGI.
  - c) During your employment with CGI and perpetually thereafter, you will not transmit, disclose or otherwise use confidential information related to CGI, the affiliates or group companies of CGI, or the clients of CGI or its affiliates and group companies, to any unauthorized person, except as may be required in the course of discharging your duties in connection with CGI’s business. Confidential information means and includes information which is confidential and proprietary to CGI and its affiliates and group companies, and/or to certain third parties with which CGI has relationships, and disclosed to or obtained by you from CGI and/or such third parties, whether (without limitation) in graphic, written, electronic or machine readable form on any media or orally and whether or not the information is expressly stated to be confidential or marked as such and includes, but is not limited to information of value or significance to CGI and/or its competitors (present or potential) including but not limited to CGI’s intellectual property; client names; project related information; content; data; techniques; plans; designs; programs; customer information; identity and job descriptions of CGI’s personnel; organizational structure; financing relationships or terms; service provider or vendor relationships or terms; processes; methodologies; compensation or bonus data; the terms of this appointment letter; or any other information, not in the public domain pertaining to the business or affairs of CGI; but does not include information that is in the public domain other than by your breach of this appointment letter and/or of any other agreement to which you are bound by. You will not divulge confidential information to anyone, including family, friends, and especially others in the same or similar competing businesses. You will sign a Confidentiality and Non-Disclosure Agreement to protect CGI’s confidential information at the time of your onboarding and anytime upon request during your employment with CGI. If you are bound by a confidentiality agreement with a previous employer, you must notify the Company and indemnify the Company against any breach thereof.



- d) For the purpose of representing and improving the company's brand image and being able to interact with senior level decision makers in the industry in a satisfactory manner, you are required to follow the following norms:
- i. Maintain complete confidentiality and high level of integrity in all your actions performed on behalf of the company
  - ii. Practice high level of professionalism in business etiquettes, selection of attire, choice of language in conversation and documents, meeting commitments and in overall conduct; and
  - iii. You shall help in maintaining congenial, disciplined, participative and supportive work environment to encourage team spirit and high performance standards.

- e) **Intellectual Property:** You irrevocably, absolutely and perpetually assign to the Company worldwide right(s), title(s), and interest(s) under any statute or common law including patent rights; copyrights including moral rights; trademarks, designs, anywhere in the world, whether negotiable or not in respect of your contribution(s) during the term of the employment, free from encumbrances of any kind for the full term of each and every such right, including renewal or extension of any such term. All of the Intellectual Property (created solely or jointly with others) given, disclosed, created, developed or prepared in connection with your employment with the Company shall be deemed to be 'work for hire' and/ or inventions developed in the course of employment with the Company within the meaning of the copyright laws of all jurisdictions, including and without limitation, India, and the Company shall be deemed to be the sole author thereof in all jurisdictions for all purposes. If under any applicable law, any results and proceeds of your services are not deemed to be works and/ or inventions developed in the course of the employment with the Company, then to the fullest extent allowable and for the full term of protection otherwise accorded to you under such applicable law, you hereby assign and transfer to the Company any/all right(s), title(s), and interest(s) in such works and/ or inventions. You further irrevocably, absolutely and perpetually assign to the Company the worldwide rights in respect of: (a) any licences, permissions and grants in connection with any Intellectual Property therewith; (b) applications for any of the foregoing and the right to apply for them in any part of the world; (c) right to obtain and hold appropriate registrations in Intellectual Property, (d) all extensions and renewals thereof; and (e) causes of action in the past, present or future, related thereto including the rights to damages and profits, due or accrued, arising out of past, present or future infringements or violations thereof and the right to sue for and recover the same. Further, you hereby agree to waive any right to and refrain from raising any objection or claims pursuant to Section 19(4) and Section 30-A of the Copyright Act, 1957.

For the purpose of this agreement, "Intellectual Property" includes ideas, concepts, creations, discoveries, inventions, improvements, know how, trade or business secrets; trademarks, service marks, designs, utility models, tools, devices, models, methods, procedures, processes, systems, principles, algorithms, works of authorship, flowcharts, drawings, books, papers, models, sketches, formulas, teaching techniques, electronic codes, proprietary techniques, research projects, and other confidential and proprietary information, computer programming code, databases, software programs, data, documents, instruction manuals, records, memoranda, notes, user guides, in either printed or machine-readable form, the whether or not copyrightable or patentable, or any written or verbal instructions or comments.

- f) You will be responsible for the safekeeping and return in good condition all the Company property and all material or documents (including reproductions and excerpts) containing Confidential Information and any letter of authority or power of attorney issued to you, which will be in your use, custody or charge.

- **Non-solicitation:** During your period of employment with CGI and for a period of twelve (12) months commencing from the last day of your employment with CGI, you will not directly or indirectly: (i) solicit any employee of CGI to terminate his/her employment with CGI, or to accept any other employment; and/or (ii) solicit or do business with any clients or customers or potential clients or customers of CGI with whom you have had dealings during the last twelve (12) months of your employment with CGI.
- **Communication:** Please approach your immediate supervisor for any queries pertaining to project or organization related concerns, suggestions which you may have from time to time. In addition, the HR team is always available to discuss any of your needs or suggestions.
- **Shift:** You shall have no objection to work on shift / staggered duty in case business warrants that. Please note that it is management's prerogative to decide which member will work on shift and management's decision in this regard will be final. Your project will also decide the shift allowance that will be payable and will be based on project requirement. This will be governed by the existing Shift Allowance Policy.
- You may be required to travel on Company work and you will be reimbursed expenses as per Company Policies.

- **Unauthorized absence from work:** Your unauthorized absence from work for a continuous period of more than three days without leave or obtaining your manager's approval will be treated as absconding from duty, triggering disciplinary action. In the event, that you do not report for work within eight days from the date of unauthorized absence it will be treated as "voluntary abandonment of service" and it shall be deemed you are no longer interested in the employment and your employment will be terminated. In such an event you shall be liable to refund the salary in lieu of shortfall in notice period and other dues payable to the Company, as specified.
- **Termination of employment:**
  - i **Termination without cause:** Your services may be terminated at any time by either side by giving fifteen days' written notice or salary in lieu thereof during the Probationary Period and **Two month's written notice** or **Two month's salary in lieu thereof** after confirmation of employment with the Company. Whilst the Company reserves the right to release you upon your resignation prior to conclusion of your notice period with or without paying notice pay for the balance notice period, decision to allow notice pay in lieu of notice is at the sole discretion of the management. If you decide to leave without completing due notice and handing over formalities as per the requirement of CGI; you will not be eligible to get any certificates which indicate employment with CGI immediately or in future. No references will be entertained from any authority/institution seeking details of your case.
  - ii **Termination for Cause:** Notwithstanding anything contained in this appointment letter, the Company may terminate the employment contemplated hereunder at any time without requiring to serve notice period or payment in lieu of notice period, for 'cause'. For the purpose of this Agreement 'cause' shall include:
    - (a) inattention or negligence in the performance of duties and obligations under this appointment letter;
    - (b) repeated failure to comply with lawful directions of the Company and its officers;
    - (c) conviction in a criminal case or framing of charges in a criminal case;
    - (d) breach of the terms of this appointment letter and breach of representations and warranties contained herein;
    - (e) unethical business conduct;
    - (f) breach of any statutory duty or for any act or omission adversely affecting the goodwill, reputation, credit, operations or the business of the Company;
    - (g) fraud, misappropriation or dishonesty in respect of the property or the business of the Company;
    - (h) commission of any act not in conformity with discipline or good behaviour or acceptance of any illegal gratification;
    - (i) habitual neglect of your work or gross or habitual negligence in the performance of your duties;
    - (j) unauthorised disclosure of any Confidential Information of the Company; and/or
    - (k) any act or omission that could be construed as misconduct under applicable law.
  - iii **Termination for ill-health or disability:** If you, at any time, are prevented from ill-health or accident or any physical or mental disability from performing your duties hereunder, you shall inform the Company, either through yourself or any of your relatives, and supply it with such details as it may require and if you are unable by reason of ill-health or accident or disability, for a period of 60 days or more to perform your duties hereunder, the Company may forthwith terminate your employment.
  - iv **Project Engagement:** You understand and acknowledge that the business of the Company is dependent on the projects that it receives from its clients and that you have been employed to primarily work on such projects. If the project that you are working on requires a lower headcount or is winding up, you will no longer be required to work on such project. You will be informed at least 30 days prior to the date from which you will no longer be required to work on such project. In the event that either CGI or you are unable to find an alternate project that you can be staffed on within 45 days of your last project, your employment shall be deemed redundant and shall be terminated in accordance with applicable law and the terms of this letter. Notwithstanding the foregoing, you expressly agree that if you refuse two or more opportunities that are offered to you by CGI to be placed on an alternate project, it shall be deemed that you are voluntarily resigning from your employment with CGI. You understand and acknowledge that if you fail to upskill / reskill as required by and to the satisfaction of the Company, the Company will not be able to place you on an alternate project. Being placed on an alternate project is subject to availability of roles and your skill sets, and is not an obligation of the Company.
- You may be assigned to certain engagements that require Knowledge Transfer from client/other BU's/members within the engagement. During assignment or after obtaining such Knowledge Transfer, you are required to serve the stipulated rotation period. This is in addition to the notice period requirement mentioned above.
- **Non-Competition:** During the term of your employment with CGI, you shall not directly or indirectly compete with CGI in any manner whatsoever.





- **Restriction of Employment with Client/Customer:** For a period of twelve (12) months following the end of your employment with CGI, you agree not to, directly or indirectly, as employee, consultant or otherwise, work for or provide services or trade in goods, whether solely or with others, whether as an employee, officer, director, agent, partner, consultant, member of any company or other commercial enterprise or otherwise, to clients or customers or with any competitor or any organization where you have been taken or sent for training, deputation or secondment or professional work by the Company or to whom you provided services on CGI's behalf during the last twelve (12) months of your employment with CGI.
- You will keep us informed of any change in your residential address/contact details.
- If you resign from the service or your employment is terminated for any reasons before completing one (1) year of service, you will fully reimburse the Company, the joining bonus, transition bonus, retention bonus, notice pay and relocation expenses, if any.
- It is your responsibility to notify the Company of any changes in your personal information within three working days. It shall also be your responsibility to notify the Company of any legal action or suit, whether in the nature of civil or criminal initiated against you. Additionally, you shall also be responsible for notifying CGI of any proceedings which may impact your ability to fulfill your job responsibilities. Your failure to notify the above details will result in breach of the appointment terms. All notices shall be considered duly and properly delivered to the address on file with the Company.
- You will retire from the services of the Company on attaining the age of superannuation. The retirement age in CGI is sixty (60) years.
- The benefits as outlined herein and in CGI policies are subject to change at the Company's discretion. You will be entitled to leaves in accordance with the Company's policy as applicable from time to time.
- Upon your resignation or retirement from the Company or termination of your services, you are required to return all assets and property of the Company including but not limited to documents, machines, data, files, books etc. (including but not limited to leased properties).
- We provide support to global customers from various locations in India & abroad to suit customers' differing time needs including 24x7 bases. You may be asked to operate from any of the CGI locations and in any of the shifts, including night shift, at the sole discretion of management, as may be required by the Company keeping in mind business needs and deliverable requirements to customers. Your work schedule will be provided to you by your Manager / Supervisor upon your joining. Your weekly off days may not be on weekends.
- You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- **Condition of Hire:** Your appointment is contingent upon satisfactory reference & background checks including verification of your application materials, education and employment history. CGI will conduct background checks to verify your identity, education, professional qualifications, employment history and references (Level 1), and will include, depending on the nature of your position or at a client request, a criminal record check (Level 2) and credit verification (Level 3) if you have access to CGI and/or client sensitive or critical information, facilities or assets and/or your role requires handling of financial transactions. In addition, during the course of your employment on need basis or on a recurrent basis every 5 years and in a context of change of role, a complete re- verification including background checks as per CGI policies including without limitation, criminal record checks (Level 2) and credit verifications (Level 3) may be conducted, if applicable. Also, dual employment checks could be conducted at any time during the course of your employment. By signing this Employment Agreement, you are providing a free, informed and ongoing consent to all such verifications before and during the course of your employment as per CGI's policies and you agree to sign any forms required for such verifications at the appropriate time. Successful clearance of background verification is a mandatory requirement for employment confirmation. Unsuccessful clearance of background verification will lead to termination of employment without notice. CGI reserves the right to audit the submitted educational & previous work experience(s) documents at any point of your tenure in CGI, as part of which you are obligated to furnish any/all of such relevant documents on demand. Failure to furnish the same and / or the submitted education & work experience proving to be false or unverifiable as per CGI standards, may lead to termination of employment without notice. The basis of the offer is authentic and verifiable education and work experience as per CGI standards. You are accountable for providing documents that enable appropriate authorities in the relevant educational institution(s) and previous employer Organization(s) to validate your claims. CGI is not liable for the inability of the aforementioned authorities to validate your credentials basis your submissions. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer.
- If any information furnished by you in your application for employment or during the selection process is found at any time during your employment to be incorrect or false, and/or if you have suppressed any material information; the Company may terminate your services without notice or compensation



- **Data Protection and Privacy:** The Company may, in connection with your employment, receive personal data relating to you or third parties associated with you (such as spouse or children). Such data may be received directly from you or from other sources, and some personal data may be recorded directly or indirectly by internal security systems (such as CCTV cameras) or by other means. The Company may process such data for relevant and limited purposes. By agreeing to employment with CGI, you hereby expressly consents to the following:
  - (a) the processing of your personal data by the Company or such third-party appointed by the Company;
  - (b) the collection and processing of sensitive personal data or information (as defined under applicable laws) about you for limited purposes;
  - (c) the transfer worldwide of personal data held about you by the Company to other employees and offices of the Company's worldwide organization and to third parties where disclosure to such third parties is required in the normal course of business or by law; and use of your personal images and voices in marketing material, videos, etc.; and
  - (d) treating any personal data to which you have access in the course of your employment strictly in accordance with the Company's policies and procedures and not using any such data other than in connection with and except to the extent necessary for the purposes for which it was disclosed to you.
- Subject to insurance policies that the Company may have and other statutory insurances, you may be eligible to receive compensation under the Employees Compensation Act, 1923, for injuries arising out of and in the course of employment.
- Women employees of the Company shall be entitled to maternity leave in accordance with the Maternity Benefit Act, 1961 (as applicable), i.e., eligible women employees shall be entitled to 26 weeks of maternity leave for the first 2 surviving children, and 12 weeks of maternity leave for every subsequent child
- Your designation may be changed at the discretion of the Company depending on the work assigned to you
- Your **Total Experience** will be part of our professional records

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Total Experience = Relevant Experience + Weighted/ Non-relevant Experience

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0.0 Yrs. = 0.0 Yrs. + 0.0 Yrs.

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Relevant Experience = Total number of months the candidate has worked on the skill/role for which the candidate is being hired in CGI

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Weighted Experience = A weighted percentage is given to your non-relevant experience, either to your role or skill, for which you are being hired in CGI

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- Any and all of the terms and conditions of service may be modified or changed at the Company's discretion. Breach of any one of the conditions will render you liable to termination of your employment without notice.
- This letter supersedes all oral or written communication exchanged between you and CGI prior to the date of this letter and commitments, if any, made during the selection process. You acknowledge that you have read and understood the terms and conditions of this offer letter and to confirm your acceptance of this offer letter, please sign in on all the pages & in the space specified below and return the signed copy to CGI on your onboarding day.
- If any provision of this letter is held to be unenforceable, the remaining provisions shall remain valid, binding and in full force to the maximum extent possible. If any portion of this letter is held to be unreasonable, such provision shall be given effect to the maximum extent possible by narrowing or enforcing in part that aspect of the provision found overbroad or unenforceable.
- Your employment with the Company and this letter shall be governed by and construed and enforced in accordance with the laws of India, without regard to conflicts of laws. You agree to the exclusive jurisdiction and venue of the courts in Bangalore for the resolution of all disputes arising under this letter.
- No waiver by the Company of any breach of this letter shall be valid unless in writing and signed by the Company. The waiver by the Company hereto of any provision of this letter shall not operate or be construed as a waiver of any subsequent breach by you, nor shall any waiver operate or be construed as a rescission of this letter



- You shall, at all times during the course of your employment with the Company (and even after its termination) agree to indemnify and keep indemnified the Company, as the case may be, against all losses, damages, claims, interests, costs, expenses, liabilities, proceedings and demands which the Company may suffer or incur or which may be made against the Company as a result of any misrepresentations or breach of this letter, acts or omissions by you during the course of employment.
- You shall not at any time without limitation, publish or communicate any disparaging remarks, comments or statements concerning the Company, its holding company, group companies, affiliates or associate companies or any of their respective shareholders, directors, officers or employees. For this purpose, 'disparaging' means any remarks, comments or statements that impugn the character, honesty, integrity, morality, or business acumen or abilities in connection with any aspect of the operation of business of the Company, or reflect negatively upon, the individual or company being disparaged.
- Base Compensation Components:**

| Designation: Associate Software Engineer                     |               |                |
|--------------------------------------------------------------|---------------|----------------|
| Date of Joining: 24 July 2024                                |               |                |
| Pay Components                                               | Monthly (INR) | Annual (INR)   |
| Basic (Inclusive of D.A.)                                    | 21,500        | 258,000        |
| Flexible Compensation Plan <sup>1</sup>                      | 6,136         | 73,632         |
| <b>Base Compensation</b>                                     | <b>27,636</b> | <b>331,632</b> |
| Provident Fund <i>Company Contribution</i>                   | 2,580         | 30,960         |
| Gratuity Fund Contribution                                   | 1,034         | 12,408         |
| <b>Gross Compensation</b>                                    | <b>31,250</b> | <b>375,000</b> |
| Share Purchase Plan <i>Company Contribution</i> <sup>2</sup> | 829           | 9,948          |
| Profit Participation Plan <sup>3</sup>                       | 553           | 6,636          |
| <b>Total Target Earnings</b>                                 | <b>32,632</b> | <b>391,584</b> |

- <sup>1</sup>**Flexible Compensation Plan:** Option to allocate to components like Meal Vouchers, Conveyance, National Pension Scheme, LTA etc
- <sup>2</sup>CGI will contribute towards **Share Purchase Plan (SPP)**: As part of our ownership culture, we enable those who join CGI to become an owner through our Share Purchase Plan. It is an opportunity for you to buy shares in CGI, become an owner, and benefit from any long-term appreciation in the CGI share price. When you choose a percentage to contribute, CGI will match your contribution 100% (up to **3%** of your Base Compensation). Contributions are done on a monthly basis towards the purchase of CGI shares, and you can start, stop and change your contribution at any time. Only those members who enroll for this benefit are eligible for receiving the company contribution & will need to contribute an equal amount on a monthly basis towards the purchase of CGI shares.
- <sup>3</sup>**Profit Participation Plan:** This plan distributes a portion of our profits based on the achievement of CGI's financial objectives, as well as individual performance. The Target Profit Participation Plan (PPP) is at **2%** of Base Compensation on pro rata basis and can be more or less basis the performance of CGI, performance of Business Units and performance of Individuals. All regular members employed as of Jun 30th of CGI Inc. fiscal year (Oct-Sept) are eligible and should be active on rolls as on Dec 31st to receive the payout. The Corporate guidelines of PPP may be amended from time to time  
Eligible members will be paid statutory bonus as per the provisions of the Payment of Bonus Act, 1965. Where members are eligible for both statutory bonus as well as the PPP, the company shall deduct from the PPP allocated to a member the amount of statutory bonus payable under the Act for such corresponding period and the difference will be paid as the actual PPP

In addition to the above you are eligible for:

- INR 25,000/-** towards annual insurance premium to cover self, spouse & up to two dependent children under Group MediClaim Insurance and to cover self under Group Personal Accident Insurance & Group Term Life Insurance

The tax liability arising out of the above payments now or in the future, due to changes in income tax provision shall be borne by you



I look forward to your acceptance of this offer and to welcoming you to our team. I am confident that in this new role, you will make a valuable contribution to CGI and our continued success.

Yours sincerely

**For CGI Information Systems and  
Management Consultants Pvt. Ltd.,**

A handwritten signature in black ink, appearing to read "S Pradhan", is written over a light blue rectangular background.

---

**Sarika Pradhan  
Vice President Corporate Services**

I have read the terms and conditions of employment and the contents of the employment agreement and in token of my acceptance; I duly acknowledge the receipt of the letter of employment.

Please sign below to confirm that you agree with the terms and conditions stated in this letter.

---

**Signature & Date**



**Annexure-A**

We request you to bring the originals, on your date of reporting to CGI for verification.

*Please note that the below documents are mandatory for **CGI's personnel records** and will be subjected to **background verification**. Non submission of these documents will impact your profile and records needed to manage your career effectively within CGI and may also have serious impact on project and client requirements, hence your cooperation in this is crucial.*

| #  | Documents                                                                                   |
|----|---------------------------------------------------------------------------------------------|
| 1  | Acceptance copy of CGI's appointment letter signed by you on all pages                      |
| 2  | Valid Work Permit issued by Government of India, if applicable                              |
| 3  | Passport (all pages – wherever the entries are made)                                        |
| 4  | Income-Tax Permanent Account Number Card (PAN Card)                                         |
| 5  | Passport size photograph – 05 nos.                                                          |
| 6  | 10th class mark sheet & certificate                                                         |
| 7  | 12th class mark sheet & certificate                                                         |
| 8  | Bachelor degree mark sheets (all semesters)                                                 |
| 9  | Bachelor degree certificate / convocation certificate                                       |
| 10 | Master degree mark sheets (all semester)                                                    |
| 11 | Master degree certificate / convocation certificate                                         |
| 12 | Diploma mark sheets (all semesters)                                                         |
| 13 | Diploma certificate                                                                         |
| 14 | Any other certificates                                                                      |
| 15 | Appointment letter, pay slip, relieving letter & experience certificate of all previous Co. |
| 16 | Present company's appointment letter                                                        |
| 17 | Present company's relieving letter & resignation acceptance letter from HR                  |
| 18 | Present company's experience certificate                                                    |
| 19 | Present company's salary slip with employee number (last two months)                        |
| 20 | Aadhaar / Voters ID / Driving License / Rental agreement /Bank passbook (address page only) |
| 21 | Blood group and RH type report                                                              |



**CGI Information Systems and Management Consultants Pvt. Ltd.**

Regd. Office: e.city, Tower 2, No.95/1 & 95/2,  
Electronic City, Phase I (West)  
Bangalore – 560 100. India  
Tel +91-80-6642 2222 | Fax +91-80-6642 1200

**cgi.com**

CIN: U72200KA1990PTC019138

Dear RAVI KUMAR SHARMA O

I am delighted to offer you a role at CGI Information Systems and Management Consultants Private Limited (“CGI” or “Company”) where we strive to create an environment in which we enjoy working together and, as owners, contribute to building a company we can be proud of. We are very excited about the prospect of having you join us, and look forward to welcoming you.

As part of the leading information technology companies in the world, there are many opportunities for growth and development, both individually and as part of a large professional community. I hope you will choose to be part of our CGI Global Community, a team of extraordinary people building a company that reflects their aspirations and is supported by our shared vision and values.

We are offering you the position of **Associate Software Engineer** and your **Total Target Earnings** is INR **393000-** in accordance with the terms and conditions contained below.

This offer is contingent on your:

- successful completion of your graduation with a minimum of [60%] of marks and no backlog in any semester;
- successful completion of pre/post-employment training designated by the Company. Details of the training, duration, and conditions of training will be communicated to you by the Company upon your acceptance of this offer. You are required to maintain the minimum attendance threshold throughout the training and achieve the grade pre-defined by the Company for the successful completion of the training.

Should you fail to achieve the above pre-requisite, the Company shall be entitled to revoke this offer at its discretion or terminate your employment forthwith without notice or pay in lieu thereof.

You are requested to report at Bengaluru our office on 24 July 2022 . Your appointment will be effective on your joining date. If you do not confirm your acceptance within the timeframe mentioned below, this offer will be considered withdrawn unless extended in writing by the Company.

- You are required to communicate your acceptance of this offer via email to your assigned Recruiter’s CGI email id on or before 23 July 2022. You will also be required to read, understand and execute the CGI Candidate Declaration that will be issued to you on your joining date.
- Your reporting time on the joining date is 8:30 a.m. Kindly note that it is important to be on time to complete the joining formalities.
- On your joining date, please bring the originals and one set of photocopies of the documents mentioned in Annexure-A.
- Please contact us at 080-4194 0000 (Monday to Friday between 9:30 a.m. to 5:30 p.m.) or via email to your CGI designated recruiter for any queries regarding your employment offer.

The terms and conditions governing your employment are as under:

- Your employment with the Company is at all times subject to you having and maintaining a valid work permit from the Government of India (if applicable). A copy of the work permit needs to be furnished by you on the date of on boarding failing which you will not be permitted to join. You hereby agree that you shall undertake all necessary steps to keep such work permit valid and subsisting throughout the term of your employment with the Company.



- Your employment will be subject to a probationary period of [6] months (**“Probationary Period”**). If your performance is, in the opinion of the Company, found to be satisfactory during this period, then the Company shall confirm the appointment in writing. The Company may, at its sole discretion, extend the Probationary Period, by providing you prior written notice. Your employment remains subject to [15] days’ notice of termination until you are notified in writing of the satisfactory completion of the Probationary Period.
- This appointment will be based on your agreement to serve the Company for a minimum period of two years effective your date of joining. On joining, you will have to sign the Employment Agreement with the Company
- This offer is conditional upon your having a valid passport. If you do not have a passport as of the date of this offer, you are required to apply for one immediately and produce the relevant acknowledgement on the day of your on boarding. Being part of consulting organization, it is your responsibility to monitor the validity of your passport and renew it in advance. Should you be denied a passport, or if you are otherwise unable to produce a copy of your passport, CGI shall be entitled to terminate your employment forthwith without notice or pay in lieu thereof. It is a condition of your employment that you have a valid passport at all times.
- During your employment with CGI, you may get opportunities to work on multiple platforms/skills at the sole discretion of CGI. CGI encourages and appreciates flexibility to work on different technologies
- Your services are transferable anywhere in India as also anywhere abroad within the CGI group of companies or other third parties. In case your services are transferred to any of our group companies or affiliates of the Company, you are required to abide by the rules and regulations pertaining to that company. You will carry out your duties as per the instructions of your superiors from time to time
- Your remuneration is strictly confidential. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should not be shared with anyone.
- **Code of conduct:** You will abide by CGI policies including all amendments as may be carried out from time to time at sole discretion of CGI (**“CGI Policies”**), and the applicable rules and regulations in force from time to time and will also be required to sign and abide by the **Code of ethics** and conduct as elucidated by the Company as part of your performance appraisal process. Any breach of the guidelines or the terms and conditions of employment may result in termination of your services without notice or compensation.
  - a) You will not carry on any business other than for the Company or enter for any part of your time in any capacity in the services of other person or persons and company or companies. You will devote your whole time and attention to your duties to promote the interests of CGI and you will not utilize or divulge to any person or persons any of our trade secrets or confidential information.
  - b) In the course of your employment with CGI, you shall not, without the previous written consent of CGI and which consent CGI may in its absolute discretion and without assigning any reason, withhold and/or refuse to accord directly and/or indirectly solicit and/or engage in the collection and donations for any trust or other organizations and/or institutions for charitable work and/or any other purposes and person/s and/or bodies corporate/institutions with whom you come into contact and/or have dealings with in the course of employment with CGI.
  - c) During your employment with CGI and perpetually thereafter, you will not transmit, disclose or otherwise use confidential information related to CGI, the affiliates or group companies of CGI, or the clients of CGI or its affiliates and group companies, to any unauthorized person, except as may be required in the course of discharging your duties in connection with CGI’s business. Confidential information means and includes information which is confidential and proprietary to CGI and its affiliates and group companies, and/or to certain third parties with which CGI has relationships, and disclosed to or obtained by you from CGI and/or such third parties, whether (without limitation) in graphic, written, electronic or machine readable form on any media or orally and whether or not the information is expressly stated to be confidential or marked as such and includes, but is not limited to information of value or significance to CGI and/or its competitors (present or potential) including but not limited to CGI’s intellectual property; client names; project related information; content; data; techniques; plans; designs; programs; customer information; identity and job descriptions of CGI’s personnel; organizational structure; financing relationships or terms; service provider or vendor relationships or terms; processes; methodologies; compensation or bonus data; the terms of this appointment letter; or any other information, not in the public domain pertaining to the business or affairs of CGI; but does not include information that is in the public domain other than by your breach of this appointment letter and/or of any other agreement to which you are bound by. You will not divulge confidential information to anyone, including family, friends, and especially others in the same or similar competing businesses. You will sign a Confidentiality and Non-Disclosure Agreement to protect CGI’s confidential information at the time of your onboarding and anytime upon request during your employment with CGI. If you are bound by a confidentiality agreement with a previous employer, you must notify the Company and indemnify the Company against any breach thereof.



- d) For the purpose of representing and improving the company's brand image and being able to interact with senior level decision makers in the industry in a satisfactory manner, you are required to follow the following norms:
- i. Maintain complete confidentiality and high level of integrity in all your actions performed on behalf of the company
  - ii. Practice high level of professionalism in business etiquettes, selection of attire, choice of language in conversation and documents, meeting commitments and in overall conduct; and
  - iii. You shall help in maintaining congenial, disciplined, participative and supportive work environment to encourage team spirit and high performance standards.

- e) **Intellectual Property:** You irrevocably, absolutely and perpetually assign to the Company worldwide right(s), title(s), and interest(s) under any statute or common law including patent rights; copyrights including moral rights; trademarks, designs, anywhere in the world, whether negotiable or not in respect of your contribution(s) during the term of the employment, free from encumbrances of any kind for the full term of each and every such right, including renewal or extension of any such term. All of the Intellectual Property (created solely or jointly with others) given, disclosed, created, developed or prepared in connection with your employment with the Company shall be deemed to be 'work for hire' and/ or inventions developed in the course of employment with the Company within the meaning of the copyright laws of all jurisdictions, including and without limitation, India, and the Company shall be deemed to be the sole author thereof in all jurisdictions for all purposes. If under any applicable law, any results and proceeds of your services are not deemed to be works and/ or inventions developed in the course of the employment with the Company, then to the fullest extent allowable and for the full term of protection otherwise accorded to you under such applicable law, you hereby assign and transfer to the Company any/all right(s), title(s), and interest(s) in such works and/ or inventions. You further irrevocably, absolutely and perpetually assign to the Company the worldwide rights in respect of: (a) any licences, permissions and grants in connection with any Intellectual Property therewith; (b) applications for any of the foregoing and the right to apply for them in any part of the world; (c) right to obtain and hold appropriate registrations in Intellectual Property, (d) all extensions and renewals thereof; and (e) causes of action in the past, present or future, related thereto including the rights to damages and profits, due or accrued, arising out of past, present or future infringements or violations thereof and the right to sue for and recover the same. Further, you hereby agree to waive any right to and refrain from raising any objection or claims pursuant to Section 19(4) and Section 30-A of the Copyright Act, 1957.

For the purpose of this agreement, "Intellectual Property" includes ideas, concepts, creations, discoveries, inventions, improvements, know how, trade or business secrets; trademarks, service marks, designs, utility models, tools, devices, models, methods, procedures, processes, systems, principles, algorithms, works of authorship, flowcharts, drawings, books, papers, models, sketches, formulas, teaching techniques, electronic codes, proprietary techniques, research projects, and other confidential and proprietary information, computer programming code, databases, software programs, data, documents, instruction manuals, records, memoranda, notes, user guides, in either printed or machine-readable form, the whether or not copyrightable or patentable, or any written or verbal instructions or comments.

- f) You will be responsible for the safekeeping and return in good condition all the Company property and all material or documents (including reproductions and excerpts) containing Confidential Information and any letter of authority or power of attorney issued to you, which will be in your use, custody or charge.

- **Non-solicitation:** During your period of employment with CGI and for a period of twelve (12) months commencing from the last day of your employment with CGI, you will not directly or indirectly: (i) solicit any employee of CGI to terminate his/her employment with CGI, or to accept any other employment; and/or (ii) solicit or do business with any clients or customers or potential clients or customers of CGI with whom you have had dealings during the last twelve (12) months of your employment with CGI.
- **Communication:** Please approach your immediate supervisor for any queries pertaining to project or organization related concerns, suggestions which you may have from time to time. In addition, the HR team is always available to discuss any of your needs or suggestions.
- **Shift:** You shall have no objection to work on shift / staggered duty in case business warrants that. Please note that it is management's prerogative to decide which member will work on shift and management's decision in this regard will be final. Your project will also decide the shift allowance that will be payable and will be based on project requirement. This will be governed by the existing Shift Allowance Policy.
- You may be required to travel on Company work and you will be reimbursed expenses as per Company Policies.



- **Unauthorized absence from work:** Your unauthorized absence from work for a continuous period of more than three days without leave or obtaining your manager's approval will be treated as absconding from duty, triggering disciplinary action. In the event, that you do not report for work within eight days from the date of unauthorized absence it will be treated as "voluntary abandonment of service" and it shall be deemed you are no longer interested in the employment and your employment will be terminated. In such an event you shall be liable to refund the salary in lieu of shortfall in notice period and other dues payable to the Company, as specified.
- **Termination of employment:**
  - i **Termination without cause:** Your services may be terminated at any time by either side by giving fifteen days' written notice or salary in lieu thereof during the Probationary Period and **Two month's written notice** or **Two month's salary in lieu thereof** after confirmation of employment with the Company. Whilst the Company reserves the right to release you upon your resignation prior to conclusion of your notice period with or without paying notice pay for the balance notice period, decision to allow notice pay in lieu of notice is at the sole discretion of the management. If you decide to leave without completing due notice and handing over formalities as per the requirement of CGI; you will not be eligible to get any certificates which indicate employment with CGI immediately or in future. No references will be entertained from any authority/institution seeking details of your case.
  - ii **Termination for Cause:** Notwithstanding anything contained in this appointment letter, the Company may terminate the employment contemplated hereunder at any time without requiring to serve notice period or payment in lieu of notice period, for 'cause'. For the purpose of this Agreement 'cause' shall include:
    - (a) inattention or negligence in the performance of duties and obligations under this appointment letter;
    - (b) repeated failure to comply with lawful directions of the Company and its officers;
    - (c) conviction in a criminal case or framing of charges in a criminal case;
    - (d) breach of the terms of this appointment letter and breach of representations and warranties contained herein;
    - (e) unethical business conduct;
    - (f) breach of any statutory duty or for any act or omission adversely affecting the goodwill, reputation, credit, operations or the business of the Company;
    - (g) fraud, misappropriation or dishonesty in respect of the property or the business of the Company;
    - (h) commission of any act not in conformity with discipline or good behaviour or acceptance of any illegal gratification;
    - (i) habitual neglect of your work or gross or habitual negligence in the performance of your duties;
    - (j) unauthorised disclosure of any Confidential Information of the Company; and/or
    - (k) any act or omission that could be construed as misconduct under applicable law.
  - iii **Termination for ill-health or disability:** If you, at any time, are prevented from ill-health or accident or any physical or mental disability from performing your duties hereunder, you shall inform the Company, either through yourself or any of your relatives, and supply it with such details as it may require and if you are unable by reason of ill-health or accident or disability, for a period of 60 days or more to perform your duties hereunder, the Company may forthwith terminate your employment.
  - iv **Project Engagement:** You understand and acknowledge that the business of the Company is dependent on the projects that it receives from its clients and that you have been employed to primarily work on such projects. If the project that you are working on requires a lower headcount or is winding up, you will no longer be required to work on such project. You will be informed at least 30 days prior to the date from which you will no longer be required to work on such project. In the event that either CGI or you are unable to find an alternate project that you can be staffed on within 45 days of your last project, your employment shall be deemed redundant and shall be terminated in accordance with applicable law and the terms of this letter. Notwithstanding the foregoing, you expressly agree that if you refuse two or more opportunities that are offered to you by CGI to be placed on an alternate project, it shall be deemed that you are voluntarily resigning from your employment with CGI. You understand and acknowledge that if you fail to upskill / reskill as required by and to the satisfaction of the Company, the Company will not be able to place you on an alternate project. Being placed on an alternate project is subject to availability of roles and your skill sets, and is not an obligation of the Company.
- You may be assigned to certain engagements that require Knowledge Transfer from client/other BU's/members within the engagement. During assignment or after obtaining such Knowledge Transfer, you are required to serve the stipulated rotation period. This is in addition to the notice period requirement mentioned above.
- **Non-Competition:** During the term of your employment with CGI, you shall not directly or indirectly compete with CGI in any manner whatsoever.



- **Restriction of Employment with Client/Customer:** For a period of twelve (12) months following the end of your employment with CGI, you agree not to, directly or indirectly, as employee, consultant or otherwise, work for or provide services or trade in goods, whether solely or with others, whether as an employee, officer, director, agent, partner, consultant, member of any company or other commercial enterprise or otherwise, to clients or customers or with any competitor or any organization where you have been taken or sent for training, deputation or secondment or professional work by the Company or to whom you provided services on CGI's behalf during the last twelve (12) months of your employment with CGI.
- You will keep us informed of any change in your residential address/contact details.
- If you resign from the service or your employment is terminated for any reasons before completing one (1) year of service, you will fully reimburse the Company, the joining bonus, transition bonus, retention bonus, notice pay and relocation expenses, if any.
- It is your responsibility to notify the Company of any changes in your personal information within three working days. It shall also be your responsibility to notify the Company of any legal action or suit, whether in the nature of civil or criminal initiated against you. Additionally, you shall also be responsible for notifying CGI of any proceedings which may impact your ability to fulfill your job responsibilities. Your failure to notify the above details will result in breach of the appointment terms. All notices shall be considered duly and properly delivered to the address on file with the Company.
- You will retire from the services of the Company on attaining the age of superannuation. The retirement age in CGI is sixty (60) years.
- The benefits as outlined herein and in CGI policies are subject to change at the Company's discretion. You will be entitled to leaves in accordance with the Company's policy as applicable from time to time.
- Upon your resignation or retirement from the Company or termination of your services, you are required to return all assets and property of the Company including but not limited to documents, machines, data, files, books etc. (including but not limited to leased properties).
- We provide support to global customers from various locations in India & abroad to suit customers' differing time needs including 24x7 bases. You may be asked to operate from any of the CGI locations and in any of the shifts, including night shift, at the sole discretion of management, as may be required by the Company keeping in mind business needs and deliverable requirements to customers. Your work schedule will be provided to you by your Manager / Supervisor upon your joining. Your weekly off days may not be on weekends.
- You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- **Condition of Hire:** Your appointment is contingent upon satisfactory reference & background checks including verification of your application materials, education and employment history. CGI will conduct background checks to verify your identity, education, professional qualifications, employment history and references (Level 1), and will include, depending on the nature of your position or at a client request, a criminal record check (Level 2) and credit verification (Level 3) if you have access to CGI and/or client sensitive or critical information, facilities or assets and/or your role requires handling of financial transactions. In addition, during the course of your employment on need basis or on a recurrent basis every 5 years and in a context of change of role, a complete re- verification including background checks as per CGI policies including without limitation, criminal record checks (Level 2) and credit verifications (Level 3) may be conducted, if applicable. Also, dual employment checks could be conducted at any time during the course of your employment. By signing this Employment Agreement, you are providing a free, informed and ongoing consent to all such verifications before and during the course of your employment as per CGI's policies and you agree to sign any forms required for such verifications at the appropriate time. Successful clearance of background verification is a mandatory requirement for employment confirmation. Unsuccessful clearance of background verification will lead to termination of employment without notice. CGI reserves the right to audit the submitted educational & previous work experience(s) documents at any point of your tenure in CGI, as part of which you are obligated to furnish any/all of such relevant documents on demand. Failure to furnish the same and / or the submitted education & work experience proving to be false or unverifiable as per CGI standards, may lead to termination of employment without notice. The basis of the offer is authentic and verifiable education and work experience as per CGI standards. You are accountable for providing documents that enable appropriate authorities in the relevant educational institution(s) and previous employer Organization(s) to validate your claims. CGI is not liable for the inability of the aforementioned authorities to validate your credentials basis your submissions. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer.
- If any information furnished by you in your application for employment or during the selection process is found at any time during your employment to be incorrect or false, and/or if you have suppressed any material information; the Company may terminate your services without notice or compensation



- **Data Protection and Privacy:** The Company may, in connection with your employment, receive personal data relating to you or third parties associated with you (such as spouse or children). Such data may be received directly from you or from other sources, and some personal data may be recorded directly or indirectly by internal security systems (such as CCTV cameras) or by other means. The Company may process such data for relevant and limited purposes. By agreeing to employment with CGI, you hereby expressly consents to the following:
  - (a) the processing of your personal data by the Company or such third-party appointed by the Company;
  - (b) the collection and processing of sensitive personal data or information (as defined under applicable laws) about you for limited purposes;
  - (c) the transfer worldwide of personal data held about you by the Company to other employees and offices of the Company's worldwide organization and to third parties where disclosure to such third parties is required in the normal course of business or by law; and use of your personal images and voices in marketing material, videos, etc.; and
  - (d) treating any personal data to which you have access in the course of your employment strictly in accordance with the Company's policies and procedures and not using any such data other than in connection with and except to the extent necessary for the purposes for which it was disclosed to you.
- Subject to insurance policies that the Company may have and other statutory insurances, you may be eligible to receive compensation under the Employees Compensation Act, 1923, for injuries arising out of and in the course of employment.
- Women employees of the Company shall be entitled to maternity leave in accordance with the Maternity Benefit Act, 1961 (as applicable), i.e., eligible women employees shall be entitled to 26 weeks of maternity leave for the first 2 surviving children, and 12 weeks of maternity leave for every subsequent child
- Your designation may be changed at the discretion of the Company depending on the work assigned to you
- Your **Total Experience** will be part of our professional records

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Total Experience = Relevant Experience + Weighted/ Non-relevant Experience

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0.0 Yrs. = 0.0 Yrs. + 0.0 Yrs.

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Relevant Experience = Total number of months the candidate has worked on the skill/role for which the candidate is being hired in CGI

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Weighted Experience = A weighted percentage is given to your non-relevant experience, either to your role or skill, for which you are being hired in CGI

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- Any and all of the terms and conditions of service may be modified or changed at the Company's discretion. Breach of any one of the conditions will render you liable to termination of your employment without notice.
- This letter supersedes all oral or written communication exchanged between you and CGI prior to the date of this letter and commitments, if any, made during the selection process. You acknowledge that you have read and understood the terms and conditions of this offer letter and to confirm your acceptance of this offer letter, please sign in on all the pages & in the space specified below and return the signed copy to CGI on your onboarding day.
- If any provision of this letter is held to be unenforceable, the remaining provisions shall remain valid, binding and in full force to the maximum extent possible. If any portion of this letter is held to be unreasonable, such provision shall be given effect to the maximum extent possible by narrowing or enforcing in part that aspect of the provision found overbroad or unenforceable.
- Your employment with the Company and this letter shall be governed by and construed and enforced in accordance with the laws of India, without regard to conflicts of laws. You agree to the exclusive jurisdiction and venue of the courts in Bangalore for the resolution of all disputes arising under this letter.
- No waiver by the Company of any breach of this letter shall be valid unless in writing and signed by the Company. The waiver by the Company hereto of any provision of this letter shall not operate or be construed as a waiver of any subsequent breach by you, nor shall any waiver operate or be construed as a rescission of this letter



- You shall, at all times during the course of your employment with the Company (and even after its termination) agree to indemnify and keep indemnified the Company, as the case may be, against all losses, damages, claims, interests, costs, expenses, liabilities, proceedings and demands which the Company may suffer or incur or which may be made against the Company as a result of any misrepresentations or breach of this letter, acts or omissions by you during the course of employment.
- You shall not at any time without limitation, publish or communicate any disparaging remarks, comments or statements concerning the Company, its holding company, group companies, affiliates or associate companies or any of their respective shareholders, directors, officers or employees. For this purpose, 'disparaging' means any remarks, comments or statements that impugn the character, honesty, integrity, morality, or business acumen or abilities in connection with any aspect of the operation of business of the Company, or reflect negatively upon, the individual or company being disparaged.

- Base Compensation Components:**

| Designation: Associate Software Engineer                     |               |                |
|--------------------------------------------------------------|---------------|----------------|
| Date of Joining: 24 July 2024                                |               |                |
| Pay Components                                               | Monthly (INR) | Annual (INR)   |
| Basic (Inclusive of D.A.)                                    | 21,500        | 258,000        |
| Flexible Compensation Plan <sup>1</sup>                      | 6,136         | 73,632         |
| <b>Base Compensation</b>                                     | <b>27,636</b> | <b>331,632</b> |
| Provident Fund <i>Company Contribution</i>                   | 2,580         | 30,960         |
| Gratuity Fund Contribution                                   | 1,034         | 12,408         |
| <b>Gross Compensation</b>                                    | <b>31,250</b> | <b>375,000</b> |
| Share Purchase Plan <i>Company Contribution</i> <sup>2</sup> | 829           | 9,948          |
| Profit Participation Plan <sup>3</sup>                       | 553           | 6,636          |
| <b>Total Target Earnings</b>                                 | <b>32,632</b> | <b>391,584</b> |

- <sup>1</sup>**Flexible Compensation Plan:** Option to allocate to components like Meal Vouchers, Conveyance, National Pension Scheme, LTA etc
- <sup>2</sup>CGI will contribute towards **Share Purchase Plan (SPP)**: As part of our ownership culture, we enable those who join CGI to become an owner through our Share Purchase Plan. It is an opportunity for you to buy shares in CGI, become an owner, and benefit from any long-term appreciation in the CGI share price. When you choose a percentage to contribute, CGI will match your contribution 100% (up to **3%** of your Base Compensation). Contributions are done on a monthly basis towards the purchase of CGI shares, and you can start, stop and change your contribution at any time. Only those members who enroll for this benefit are eligible for receiving the company contribution & will need to contribute an equal amount on a monthly basis towards the purchase of CGI shares.
- <sup>3</sup>**Profit Participation Plan:** This plan distributes a portion of our profits based on the achievement of CGI's financial objectives, as well as individual performance. The Target Profit Participation Plan (PPP) is at **2%** of Base Compensation on pro rata basis and can be more or less basis the performance of CGI, performance of Business Units and performance of Individuals. All regular members employed as of Jun 30th of CGI Inc. fiscal year (Oct-Sept) are eligible and should be active on rolls as on Dec 31st to receive the payout. The Corporate guidelines of PPP may be amended from time to time  
Eligible members will be paid statutory bonus as per the provisions of the Payment of Bonus Act, 1965. Where members are eligible for both statutory bonus as well as the PPP, the company shall deduct from the PPP allocated to a member the amount of statutory bonus payable under the Act for such corresponding period and the difference will be paid as the actual PPP

In addition to the above you are eligible for:

- INR 25,000/-** towards annual insurance premium to cover self, spouse & up to two dependent children under Group MediClaim Insurance and to cover self under Group Personal Accident Insurance & Group Term Life Insurance

The tax liability arising out of the above payments now or in the future, due to changes in income tax provision shall be borne by you



I look forward to your acceptance of this offer and to welcoming you to our team. I am confident that in this new role, you will make a valuable contribution to CGI and our continued success.

Yours sincerely

**For CGI Information Systems and  
Management Consultants Pvt. Ltd.,**

A handwritten signature in black ink, appearing to read "S Pradhan", is written over a light blue rectangular background.

---

**Sarika Pradhan  
Vice President Corporate Services**

I have read the terms and conditions of employment and the contents of the employment agreement and in token of my acceptance; I duly acknowledge the receipt of the letter of employment.

Please sign below to confirm that you agree with the terms and conditions stated in this letter.

---

**Signature & Date**



**Annexure-A**

We request you to bring the originals, on your date of reporting to CGI for verification.

*Please note that the below documents are mandatory for **CGI's personnel records** and will be subjected to **background verification**. Non submission of these documents will impact your profile and records needed to manage your career effectively within CGI and may also have serious impact on project and client requirements, hence your cooperation in this is crucial.*

| #  | Documents                                                                                   |
|----|---------------------------------------------------------------------------------------------|
| 1  | Acceptance copy of CGI's appointment letter signed by you on all pages                      |
| 2  | Valid Work Permit issued by Government of India, if applicable                              |
| 3  | Passport (all pages – wherever the entries are made)                                        |
| 4  | Income-Tax Permanent Account Number Card (PAN Card)                                         |
| 5  | Passport size photograph – 05 nos.                                                          |
| 6  | 10th class mark sheet & certificate                                                         |
| 7  | 12th class mark sheet & certificate                                                         |
| 8  | Bachelor degree mark sheets (all semesters)                                                 |
| 9  | Bachelor degree certificate / convocation certificate                                       |
| 10 | Master degree mark sheets (all semester)                                                    |
| 11 | Master degree certificate / convocation certificate                                         |
| 12 | Diploma mark sheets (all semesters)                                                         |
| 13 | Diploma certificate                                                                         |
| 14 | Any other certificates                                                                      |
| 15 | Appointment letter, pay slip, relieving letter & experience certificate of all previous Co. |
| 16 | Present company's appointment letter                                                        |
| 17 | Present company's relieving letter & resignation acceptance letter from HR                  |
| 18 | Present company's experience certificate                                                    |
| 19 | Present company's salary slip with employee number (last two months)                        |
| 20 | Aadhaar / Voters ID / Driving License / Rental agreement /Bank passbook (address page only) |
| 21 | Blood group and RH type report                                                              |

**Name:** RAVISHANKAR B

**Designation:** Associate Engineer

**Band:** A3

**Work Location:** Bangalore

**Compensation and Benefits:**

|                            |                      |
|----------------------------|----------------------|
| <b>Total Targeted Cash</b> | <b>INR.550,000/-</b> |
|----------------------------|----------------------|

| <b>Breakup- Total Guaranteed Cash</b>  |                    |
|----------------------------------------|--------------------|
| <b>Components</b>                      | <b>Annual(INR)</b> |
| Basic                                  | 205,608            |
| House Rent Allowance                   | 133,646            |
| Provident Fund (Employer Contribution) | 24,673             |
| Flexi Benefit Plan*                    | 150,092            |
| <b>Total Guaranteed Compensation</b>   | <b>514,019</b>     |
| Annual Incentive Plan**                | 35,981             |
| <b>Total Targeted Cash</b>             | <b>550,000</b>     |

| <b>Other Benefits / Perquisites</b> |        |                                                                                                                                     |
|-------------------------------------|--------|-------------------------------------------------------------------------------------------------------------------------------------|
| Gratuity                            | 9,890  | As per the Gratuity Act. Since this is not a perquisite, either the title can be only other benefit, or we create one more category |
| Free Transportation                 | 72,000 | Not a Reimbursement                                                                                                                 |
| Medical Insurance, GAI and GTLI     | 27,000 | Not a Reimbursement – (Average Premium)                                                                                             |
| Certification Reimbursement         | 30,000 | Applicable as per the Policy                                                                                                        |

| *Flexi Benefit Plan components:<br>Total of all options selected can not exceed the total amount under the "Flex Benefit Plan" |                                                           |
|--------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------|
| Leave Travel Allowance                                                                                                         | Maximum up to Flexi benefit plan component                |
| Meal Card                                                                                                                      | INR 26,400.                                               |
| Superannuation                                                                                                                 | 15% of basic wages or Rs.1.5 lakhs p.a. whichever is less |
| Employee Gift                                                                                                                  | INR 4,999                                                 |
| National Pension Scheme(NPS)                                                                                                   | Maximum up to 10% of Basic Pay                            |

#### **\*\*Annual Incentive Plan:**

While there is no guaranteed minimum award, the Annual Incentive Plan for you will be 7% of your 'TGC'; the maximum incentive amount for you under the plan is 10.5% of your 'TGC'.

#### **Leave and Holidays:**

- All Purpose Leaves (APL): 25 days per calendar.
- National and Festival Holidays: 10 days

#### **Annual Health Checkup:**

- Employees are eligible for annual health check up every year sponsored by the company. The benefit is also extended for the dependents for a discounted rate

#### **Medical Insurance:**

- Coverage amount INR. 500,000/-
- Coverage Self + 5 Dependents (Dependents includes Spouse, two (2) children, Parents / Parents in Laws)
- Co-pay of 15% applicable for Parents / Parent in laws

#### **Group Accident Insurance (GAI):**

Coverage: 5 times of your Total Guaranteed Cash ("TGC") subject to the terms and conditions outlined in the policy.

#### **Group Term Life Insurance (GTLI):**

Coverage: 5 times of your Total Guaranteed Cash ("TGC") subject to the terms and conditions outlined in the policy.





## Welcome to Wipro's Work Integrated Learning Program ("WILP")

**Work Integrated Learning Programme**  
**Wipro Limited, Dodda Kannelli**  
**Sarjapur Road, Bengaluru - 560 035.**  
**Phone: (080) 28440011/12, Fax: (080) 28440256**

Dear REHAN B R,

### **Sub: Enrolment letter to Wipro's Work Integrated Learning Program ("WILP") as Scholar Trainee – Work Integrated Learning Program**

Welcome to WILP!

With reference to your application, it is our pleasure to enroll you as a Scholar Trainee – Work Integrated Learning Program. This is a scholarship program customized as a robust academic and training program which will enable you to obtain M-Tech degree from one of the premier engineering institution / University in India.

The duration of the academic program shall be 48 months from the **date of enrolment to the academic program**. You will be enrolled into the academic program within 12 months from date of joining. Your date of joining will be intimated through a separate communication.

We hope you enjoy the learning with WILP and have an enriching experience being a part of Wipro Limited ("Wipro or "Company").

Please read through the terms and conditions of your enrolment as provided below.

We look forward to having a long and fruitful relationship with you at WILP, Wish you all the best!

Yours sincerely,  
For **Wipro Limited**,

**Aparna Shailen**  
**General Manager - Human Resources**

#### **Endorsement**

I accept the enrolment and the terms and conditions thereof as specified below. I shall report for undergoing study on

#### **Terms & Conditions of Scholarship**

##### **1. PROFILE:**

You have been selected to be a part of Wipro's WILP and are enrolled as a Scholar Trainee- Work Integrated Learning Program. Upon joining WILP, you will have to undergo a "Project Readiness Program" ('PRP') that prepares you to participate in projects at the Company as part of this learning program. This robust academic program will also enable you to obtain **M-Tech degree from one of the premier engineering Institution / University** upon successful completion of the course.

##### **2. DURATION:**

The duration of your academic program will be for a period of 48 months from the date of enrolment to the academic program. You will be enrolled into the academic program within 12 months from date of joining. Unless the Company extends the period of your study in writing, which is done solely at the discretion of the Company, your enrolment would automatically terminate at the end of the stated 48 months.

In case the Company extends the academic period (in writing) you will continue to be enrolled as a Scholar Trainee – Work Integrated Learning Program with WILP.

### 3. Appointment details:

We provide support to our global customers through various Company locations in India to suit customer requirements by operating 24x7. You would be operating from any of these locations and in any of the shifts, including night shift, as may be decided by the Company, keeping in mind the business needs and deliverables to customers.

### 4. Scholarship/Stipend and Benefits

During your period of enrolment, you would be entitled to a consolidated monthly scholarship.

Apart from the monthly scholarship, the Company will provide you with life & accidental insurance that would include a cover for you, the premium / cost will be taken care of by Wipro. This is a voluntary benefit offered by the Company and the details of the same are listed below.

- i. A Group Personal Accident Insurance (GPAI) coverage of **Rs.12,00,000/-**. You could also choose to get additional coverage for a nominal and highly negotiated premium. More details on the policy are available in My Policies section in myWipro, the HR portal at Wipro.
- ii. Group Life Insurance coverage of **Rs.14, 00,000/-**. This sum insured is inclusive of cover as per EDLI (Employee Deposit Linked Insurance). You can also get an extra coverage for a nominal and highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

In addition to the above, you are also eligible for medical insurance cover towards hospitalization.

You are eligible for a floater coverage of Rs.2,00,000/- per annum for family (self, spouse & children) towards hospitalization. There will be a deduction from your monthly scholarship/stipend depending on your marital/family status towards the base sum insured premium. 10% of the claim amount would need to be borne by the employee/Scholar trainee.

Base Medical insurance is to be availed by the employee as default. It is accounted for in deductions as a nominal monthly charge. Top-Up cover is voluntary and charged as applicable during renewal timelines.

If you wish to enhance the coverage, a top up cover option is also available for a highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

The below table lists down your scholarship details:

| Period      | Scholarship | ESI | Consolidated Scholarship (Rs. Per Month) |
|-------------|-------------|-----|------------------------------------------|
| First year  | 15000       | 488 | 15,488/- (*)                             |
| Second year | 17000       | 553 | 17,553/- (*)                             |
| Third year  | 19000       | 618 | 19,618/- (*)                             |
| Fourth year | 23000       | 0   | 23,000/- (*)                             |

(\*) You shall be responsible for payment of all statutory contributions, taxes, dues and levies as may be required under the relevant laws including contributions under Employees' State Insurance Corporation Act (**at 0.75% of your Scholarship**) as and when applicable to you. Such contributions, taxes, dues and levies where required, shall be deducted from your Scholarship and benefits according to applicable laws and regulations.

Your fourth-year scholarship will continue until completion of your M-Tech program. Your enrolment into the MTech academic program within 12 months from date of joining.

You shall be eligible to receive a onetime "joining bonus" of Rs.75,000 after you join Wipro along with your first month salary. All applicable taxes on the payment of this amount will be borne by you. Please note in the event you leave the organization within 12 months from the date of joining, payment processed under Joining bonus shall be recovered from the employee at the time of exit.

The enhancement of the scholarship at the end of each academic year of study will be at the discretion of the Company and subject to your satisfactory progress of study, acquisition of skills, behavior, regularity and punctuality in attendance. Your continued enrolment in the course, will be at the discretion of the Company, and is subject to satisfactory academic performance and other requirements as prescribed in the WILP portal.

In case your project performance at any stage is not found to be at par with the requirement of WILP, then you would be placed on performance improvement program (PIP). If you fail to successfully complete the PIP, the Company may at its sole discretion discontinue your enrolment in the WILP program.

#### **Book Allowance:**

A Book Allowance of Rs.1,250/- will be provided to you per semester. This allowance will be given every semester except the last semester when you will be engaged in dissertation. The allowance will be paid to you centrally along with your scholarship during the course of each semester. The allowance will be subject to tax. Book allowance is applicable and paid only when you are registered for the semester.

#### **5. Training Agreement:**

- i. This letter of enrolment is subject to the execution of a training agreement in the prescribed proforma with Wipro Limited, Sarjapur Road, Doddakannelli, Bengaluru-560035 on or before joining the program ("Training Agreement").
- ii. This Training agreement shall be for a total period of 60 Months where you will be mentored for developing your skills and knowledge. This included technical training, in various formats, both online and offline and practical experience in various projects. The Company invests on your behalf for the cost of these trainings. Should you discontinue the WILP program or your enrolment with WILP is cancelled for any reason whatsoever before the completion of 60 months from the date of joining, the training expenses of Rs.75,000/-(Rupees Seventy five thousand only) will have to be paid by you as detailed in the Training Agreement.

#### **6. PROJECT READINESS PROGRAM (PRP)**

Upon enrolment, you will have to undergo a Project Readiness Program (PRP) to prepare you to participate in projects. This is offered by Wipro's - Talent Transformation Department to all campus and off-campus selects. The broad objective of PRP is to equip you with the necessary knowledge and skills that will enable you to start working on real-life project work which is an integral part of the WILP.

#### **7. Regulations of Academic study:**

- i. You will be enrolled for M-Tech program with a renowned institution ("University") that collaborates with Wipro for WILP.
- ii. Course specialization includes but is not limited to Software Systems, Software Engineering, Information Technology, Computing Systems and Infrastructure Management, Data Analytics, IoT, Cloud, Digital & Cyber security, Embedded Systems.
- iii. Your specialization and enrolment would be decided based on prevailing business requirements and decision of the Company is final and binding.
- iv. You will not be able to change Specialization track after enrolment.
- v. Overall program duration is 4 years from date of enrolment of academic program.
- vi. As per the program structure, a WILP Scholar trainee will register and pursue 4 to 6 courses per semester over 7 semesters.
- vii. You will be required to submit a project work / dissertation in your final semester (8<sup>th</sup> semester of your program). This will enable you to advance your professional capabilities by applying concepts and techniques in projects.
- viii. Each course has multiple evaluation components. This includes an assignment component, quiz, mid-semester examination and comprehension examination. All evaluation components are mandatory for securing a pass grade in a course as prescribed by the partnering institution.

- ix. Contact classes are organized as per the handout and calendar prepared and shared by the University at the beginning of each semester. In the normal course, one session of 2 hours duration per course per contact class is organized.
- x. You will be called upon to undergo studies during the hours and days as may be fixed by the Company from time to time. Normally, the study hours would be from 9:00am to 6:00pm
- xi. The faculty will take attendance/circulate attendance sheets for every session. It is your responsibility to ensure that your attendances are recorded properly.
- xii. WILP Scholar trainees are expected to be on time for every session. Punctuality is non-negotiable and the faculty reserves the right to deny entry and attendance to late comers.
- xiii. Attending 75% of contact session is mandatory for each course to appear for examinations.
- xiv. Not attending classes for reasons like medical/on the job training /late coming/personal problems and other similar reasons would be treated as absenteeism.
- xv. Scholar trainees who fail to meet the minimum attendance criteria will not qualify for comprehension exams for any of the registered courses in that semester.
- xvi. For any reason, you are not able to meet the minimum attendance criteria or not complete the mandatory assignments / quiz / examinations in any semester, you are required to repeat the same semester as and when the next batch is organized. In such cases, rules and regulations governing academic programs at that time would be applicable. In addition, additional semesters fees are to be borne by you as prescribed by the University.
- xvii. At the end of each semester, the performance of each Scholar Trainee in a course, is specified as a letter grade which is obtained through a Relative Grading procedure
- xviii. Any Scholar trainee securing 3 or more cumulative fail grade at any point in time will be expelled from WILP Program.
- xix. The 8th semester of study is fully devoted for dissertation / project work
- xx. If a Scholar trainee's CGPA is less than 5.5, the Scholar trainee will not be permitted to register for the dissertation. He/she has to re-appear for exams and secure a CGPA of 5.5 before taking up the dissertation. Also, a Scholar trainee with an E grade in any course will not be permitted to register for the Dissertation
- xxi. Project / Dissertation work has to be carried out by each individual separately. Teamwork is not permitted.
- xxii. The dissertation has to be completed strictly as per the guidelines that are outlined by collaborating institution.
- xxiii. WILP Scholar trainees are expected to maintain decorum and discipline in line with Wipro's professional work culture and environment.
- xxiv. In cases where a Scholar trainee deviates from the expected behaviour as prescribed by the WILP and partnering institution from time to time , strict action will be taken and the decision of the WILP Team / faculty /, University would be final and binding.
- xxv. Breach of integrity will be dealt with sternly. Such Scholar trainees will be asked to discontinue their studies and also expelled from WILP program.
- xxvi. On successful completion of the study, you will be eligible to receive the M-Tech degree from the collaborating University, in recognition of your successfully completing the course.
- xxvii. All Scholar trainees of the WILP will be given testimonials at the end of the successful completion of the M-Tech degree program. The testimonial contains the timeline in the WILP and the kind of project works carried during this opportunity.

Mode of contact session, examination pattern and other academic program norms are subject to change based on the prevailing situation / University norms declared from time to time. Decision of the University would be final and binding.

## **8. Conflict of Interest:**

- i. During your enrolment period with the WILP, you will focus exclusively on the requirements of the program. In addition to your study and academic requirements, you are required to engage yourself exclusively in the work assigned by Wipro and shall not take up any independent or individual assignments (whether part time or full time, in an advisory capacity or otherwise) directly or indirectly without the express written consent of Head /

## Manager of WILP Academy

- ii. You shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any person who is involved in activities, which are or shall be in conflict with the interests of Wipro.
- iii. The Conflict of Interest Policy also refers to the need on your part, during your enrolment and for a period of one year from the cessation of your enrolment with WILP (irrespective of the circumstances of, or the reasons for, the cessation) not to solicit, induce or encourage:
  - a. Any student/scholar trainee of the WILP to abandon /withdraw their enrolment with the program or to accept enrolment and/or employment with any competitor, supplier or any customer with whom you have a connection.
  - b. Any employee of Wipro to terminate their employment with Wipro or to accept employment with any competitor, supplier or any customer with whom you have a connection.
  - c. Any customer or vendor of Wipro to move their existing business with Wipro to a third party or to terminate their business relationship with Wipro.
  - d. Any existing employee and/or student of WILP to become associated with, or perform services of any type for any third party.
- iv. In case of any conflict or doubt, please discuss the matter with Head / Manager of WILP, to understand Wipro's position on this and resolve the conflict.

## 9. Obligation and Responsibilities:

- i. During the study period you will be governed by the WILP regulations and instructions as may be modified, from time to time, in relation to conduct, discipline and other matters.
- ii. During your study as part of WILP, Company expects you to undergo study in the area in which you are placed, with a high standard of initiative and efficiency. This is critical and Company has zero tolerance towards any deviations.
- iii. You would not be allowed to seek membership of any local or public body without the written approval from the Head / Manager of WILP.
- iv. During the study period and thereafter, you would not be allowed to give out to anyone in writing or by word of mouth or otherwise, particulars or details of work - process, technical know-how, research carried out, security arrangements, or administrative and/or organizational matters of confidential or secret nature which you may come across during your academic study or become known to you by virtue of your undergoing study under WILP or otherwise.
- v. You are bound by all regulations, instructions and policies of the WILP and Wipro. These are updated / modified on a periodic basis and new policies may be introduced and notified to Scholar trainees from time to time and you will be bound to comply with the same.
- vi. In consideration of the opportunities, trainings and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by WILP/Wipro and in the course of your association with WILP. This covenant shall endure during your association and beyond the cessation of your association with WILP (irrespective of the circumstances of, or the reasons for, the cessation).
- vii. In connection with your association with Wipro as part of the WILP and during the term of your association upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business or academic session hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

During the period of academic study, if you develop or conceptualize inventions, ideas, concepts, discoveries, techniques and improvements (including without limitation computer software) solely or jointly with others in relation to the operation of the WILP / Wipro, such developments will be fully communicated to the WILP academy and will be the sole intellectual property of Wipro. You agree to cooperate in the execution of documents to facilitate the assignment of such intellectual property when required.

## 10. Confidentiality:

- i. In consideration of the opportunities, training and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by Wipro and in the course of your enrolment. This covenant shall endure during your enrolment and beyond the cessation of your enrolment with Wipro (irrespective of the circumstances of, or the reasons for, the cessation).
- ii. During your training on projects at Wipro, you will be expected not to use or disclose any confidential information, including trade secrets, of any former employer (if any) or other person with whom you have an obligation of confidentiality and by signing below you affirm that you have no conflicting obligations or non-compete agreements that would prevent you from working without limitation for Wipro.

## **11. Assignment of Intellectual Property**

In connection with your enrolment and during the term of your enrolment, upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

## **12. Posting**

During the initial study period, initially you would be made familiar with Wipro, but you may if needed be re-assigned or transferred to another division, department, establishment or new location where Wipro, has its office or operation and WILP classes are running in the particular location, in India, without enhancing the scholarship amount. On placement of this nature, you will also be governed by the disciplinary rules and regulations as applicable in that unit/branch. You may also be placed in any sister company of Wipro, for practical studies.

## **13. Misconduct:**

- i. In case you are charged with any misconduct or disciplinary issue during your study period, your enrolment with WILP may be temporarily placed on suspension without payment of scholarship amount, for such period as Wipro may deem fit. If the charges against you are proved to be true, your enrolment may be immediately cancelled, without any notice or payment of scholarship in lieu of notice notwithstanding any clause of this letter of enrolment. It is clarified that this clause is without prejudice to Wipro's rights to enforce the Training Agreement duly signed by you even after cancellation of your enrolment for whatever reasons as the case may be.
- ii. Notwithstanding the condition regarding written notice of termination and without prejudice to Wipro's right to enforce the Training agreement, Wipro shall have the right to terminate your academic study without any notice or payment of scholarship in lieu thereof, if any declaration given or information furnished by you to WILP/ Wipro is found to be false or if you are found to have willfully suppressed any material information.

**Please note that at any stage, whether during your selection process or upon enrolment with the WILP, if it is brought to our notice that you have indulged in malpractices or used illegal means to clear your online assessment, Wipro shall withdraw or revoke the enrolment and cancel the same with immediate effect and we reserve our rights to take suitable action against you as we may deem fit.**

## **14. Cancellation of Enrolment:**

Notwithstanding any of the clauses of this letter of enrolment, Company reserves the right at its sole discretion to cancel this enrolment during the study period without assigning any reason, by giving one month's (30 days) notice or one month's scholarship/stipend in lieu of notice.

## **15. Study Hours:**

- i. As a Scholar Trainee – Work Integrated Learning Program, you will be called upon to undergo studies during the hours and days as may be fixed by WILP from time to time as per the University requirements.
- ii. You would be assigned to any of the locations and any project work as part of your WILP as may be decided by the Company.
- iii. The full day lecture sessions will be held at any of Wipro's other establishments/outourced venue. You may also be called upon to attend academic study as and when required on holidays, as may be scheduled in accordance with the convenience of the organizing team of the WILP.
- iv. The university will plan contact classes in multiple format to suit the project work situations and university guidelines such as contact classes in ILT (instructor Led training) and / or VILT (virtual Instructor Led Training and Self-Directed / Recorded lecture sessions).

## 16. General:

- i. This letter of enrolment is subject to the condition that you have not provided us with any false declaration or wilfully suppressed any material information. If you have, you will be liable for cancellation of enrolment from the WILP without any prior notice.
- ii. The terms of this letter of enrolment may be specifically enforced legally, if required. In this connection, if any of the provisions of this letter are declared or found to be void or unenforceable due to any reason whatsoever, the remaining provisions of this letter shall continue in full force and effect.
- iii. These enrolment terms supersede and replace any existing agreement or understanding, if any, between Wipro and you relating to the same subject matter.
- iv. You warrant that you are not prevented by a court or by any other administrative or judicial order from enrolling under this agreement. In the event that you are not a citizen of the country of posting, you should have a valid work permit to work in the country of posting.
- v. During the period of enrolment you are required to comply with all policies of WILP and Wipro. These policies are updated / modified on a periodic basis and new policies may be introduced and notified to the Scholar Trainees from time to time. You agree to comply with all policies as modified from time to time.

## 17. On Completion/Cancellation of Academic Program:

- i. On Completion of the academic program or cancellation of your enrolment , as the case may be, you will immediately surrender to Wipro/ the Academy all specifications, formulae, documents, literature, drawings or records, etc. belonging to Wipro/ the Academy or relating to its business and shall not make or retain any copies of these items.
- ii. You are not eligible to receive testimonial certificate if you do not successfully complete the academic study in accordance with this letter of enrolment and the study scheme formulated by the Academy.
- iii. Wipro reserves the right to offer employment at its sole discretion to a Scholar trainee on successful and satisfactory completion of the academic study.

## 18. Acceptance of Enrolment Letter:

Upon accepting the above terms and conditions, you are required to return the duplicate of this letter of enrolment, duly signed by you as a token of your acceptance on the day of joining WILP program.

Please confirm that the above terms are acceptable to you and that you accept the enrolment by signing a copy of this letter of enrolment and submit the same on the date of joining.

## 19. Work Allocation:

As part of your work responsibilities, you may be assigned to work on certain projects/accounts or other assignments as may be deemed fit by the Company in its sole discretion. Refusal to accept and deliver on such assignments shall be treated as a refusal to work and may result in termination of your employment or other disciplinary action.

Yours sincerely,

For **Wipro Limited**,



**Aparna Shailen**  
**General Manager - Human Resources**

I have read, understood and agree to accept the enrolment on the terms and conditions herein.

I shall be present for the induction session on

## **ANNEXURE I**

### **CONFIRMATION ON SHARING PERSONAL INFORMATION (AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT, 2000)**

I Radheshyam Thakur, confirm that I am voluntarily sharing my Personal Information with Wipro Limited ('Wipro') being a part of WILP of Wipro for the following purposes:

- a. validating my application form and retaining records on the same for any future reference/verification;
- b. processing my application form including background verification checks;
- c. academic study related actions including record keeping, processing scholarship advance and benefits and any action required in the context of my enrolment with Wipro, being a part of WILP.

In this context, I also agree to the retention of such Personal Information by Wipro for any future reference/verification and authorize Wipro to transfer the same to a third party.

I understand that 'Personal Information' means any information, relating to me that is available with Wipro and is capable of identifying me."

## **ANNEXURE II**

I hereby confirm that I shall submit the required academic certificate including but not limited to mark sheet and Provisional or Convocation Degree Certificate within 3 months from my date of joining. I understand that my enrolment is subject to my aggregate meeting the Wipro eligibility criteria and submission of the above mentioned documents.

I hereby declare that all the particulars mentioned above are true to the best of my knowledge. In the event of my failure to submit the above mentioned documents or in case of any discrepancy, I shall be liable for termination of my enrolment with Wipro.

## **ANNEXURE – III**

### **INITIAL INDUCTION PROGRAM**

The Talent Transformation team at Wipro groom's campus selects to help them face the challenges of the corporate world.

A holistic 360 degree approach to training is adopted and helps them hone their fundamental computer skills followed by insights into Wipro businesses, process, technology and behavioural skills.

To understand and appreciate the mindset of the young Trainees and ensure that the transformation is smooth, the induction program is done by a team of dedicated professionals who have exposure to the academic and corporate sectors alike. Project Readiness Program (PRP) is a training program designed to address the basic learning needs of the Trainees.

#### **Corporate Readiness Program - CRP**

The CRP program is focused on making young Trainees comfortable in a corporate environment. This program starts with a corporate induction.

"EMERGE" a behavioural skills building training program ensures that the fresh Trainee start feeling at ease in the "corporate world". This activity based behavioural intervention informs the new entrants about the corporate work culture and business etiquette.

#### **Technology Readiness Program - TRP**

The technology training provides critical technical skills required to work on projects allocated to Trainees and prepare to face the demands of the project world. We begin doing this by familiarizing with Wipro's businesses and work environment.

The methodology of training is "Project Based Learning" (PBL) approach, the entire learning is designed around a series of projects that the recruits are expected to complete individually by learning and applying various topics required to complete the project. Starting with individual projects, the PBL approach ends with recruits working on a team project.

## **ANNEXURE – IV**

I have read and understood the terms of my enrolment letter. I agree and acknowledge that I am a Student/Scholar trainee with Wipro's WILP. I further undertake that I shall not represent to any person within Wipro or any other third



party that I am an employee of Wipro Ltd and I fully understand that such false representation shall entail severe disciplinary action including immediate cancellation of my enrolment.

### **Travel, Accommodation, Food & Other Miscellaneous Expenses**

#### **Travel**

- i. You would be entitled for Rs. 1500 from the date of appointment as a lump sum amount that will be credited with your first month stipend. You may utilize this amount towards Travel and you would not need to submit bills towards usage of this amount.
- ii. There is no provision for reimbursement/allowance towards any expenses incurred in lieu of attending training or classes at different locations in the same city.

#### **Accommodation, Food & other Miscellaneous Expenses**

- i. You would be entitled for Rs.400 per day for 8 days (total amount of Rs.3,200) from the date of joining. You may utilize this amount towards accommodation, food & other miscellaneous expenses. This would be paid as a lump sum amount that will be credited with your first month stipend and you would not need to submit bills towards usage of this amount.
- ii. If your posting location (the location where you would be based out of after training) is different from the training location (location where you undergo initial training), you would be entitled for the following:  
  
Settlement and Miscellaneous Expenses: Rs.1200 per day for 7 days (total amount of Rs. 8,400) from the date of reporting to the posting location. You may utilize this amount towards boarding, lodging, conveyance & other miscellaneous expenses.
- iii. Any location change after reporting to posting location will be treated as relocation/transfer and will be covered under the Transfer policy for Team Rainbow. For details you can refer the policy at myWipro-> My Policies -> India->My Travel>Transfer Policy-Team Rainbow.
- iv. Campus joiners would not be eligible for accommodation at the Wipro guest houses.

**Please note in the event that the employee leaves the organization within 6 months from the date of joining, all payments processed under Joining & Relocation Entitlements shall be recovered from the employee at the time of exit.**

**Skill Preferences 1 :** [DAAI -Cloud & Digital Database](#)

**Location Preferences 1 :** [Bangalore](#)

**Skill Preferences 2 :** [CEP-SAP-ABAP](#)

**Location Preferences 2 :** [Mysore](#)

**Skill Preferences 3 :** [Python App](#)

**Location Preferences 3 :** [Chennai](#)

☒ Accept ☐ Decline

☒ **Signature** [Radheshyam Thakur 25/1/2023 10:00 PM](#)

(checking the checkbox above is equivalent to a handwritten signature)

Registered Office:

**Wipro  
Limited**

**T :**+91 (80) 2844 0011

Doddakannelli

**F :**+91 (80) 2844 0054

Sarjapur  
Road

**E :**info@wipro.com

Bengaluru  
560 035

**W :**wipro.com

India

**C :**L32102KA1945PLC020800

26168298

## OFFER LETTER

Dear REJETH KRISHNAN S,

Subsequent to your meetings with Go Digit General Insurance Limited, we are pleased to make an offer of employment on the following terms and conditions:

- 1.1 You shall be appointed to the position of **Graduate Trainee Engineer – Analytics and Data Science**.
- 1.2 As an employee of the Organisation, your Gross Annual Compensation (Cost to Company) will be **Rs. 450000/-** (Rupees Four Lac Fifty Thousand Only).
- 1.3 Your Gross Annual Compensation will include a performance-linked variable of **11.00%** subject to achievement of pre-defined targets.
- 1.4 All terms and conditions of your employment, including the code of conduct, will be in accordance with the Company's policies and procedures and the Employment Agreement.
- 1.5 The Trainee Program will be for a period of **1 year** from your date of joining.
- 1.6 Your employment will also be dependent upon completion of your Graduation / Post Graduation as per the training programme.
- 1.7 Your employment with the Company is subject to:
  - (a) The accuracy of the testimonials and information provided by you; and,
  - (b) You being free from any contractual restrictions preventing you from accepting this offer and will return receipt of acceptance of this offer within 5 workings days.
- 1.8 At any time, the contract may be terminated by either party by giving 90 days' notice in writing. Go Digit General Insurance reserves the right to payment of salary in lieu of the notice period.
- 1.9 We are glad that you have accepted our offer. In order to confirm your joining, you would be required to submit a proof of your resignation from your current company



BACKED BY FAIRFAX

within 7 days of receipt of this offer letter. In case of failure to submit the same within the stipulated time period, the company reserves a right to withdraw this offer.

On the day of your joining kindly bring photocopies of your certificates (all education qualifications, address proof, Pan card copy, ID proof, all previous employers' certificates, Form 16, Last employer's salary slip of last 3 months, relieving Letter from last employer), along with four passport size photographs.

This offer is being issued subject to successful verification of all your documents submitted. As a token of your acceptance of our offer and the terms of this letter, please sign in the space provided below and return the same to us. We are excited at the prospect of having you join us and look forward to a rewarding association.

**Annexure A**  
**Compensation Entitlement Sheet**

|                               | Monthly       | Annual         |
|-------------------------------|---------------|----------------|
| Basic Salary                  | 11,667        | 140,000        |
| HRA                           | 4,667         | 56,000         |
| Education Allowance           | 200           | 2,400          |
| LTA                           | 972           | 11,662         |
| Statutory Bonus               | 972           | 11,662         |
| Special Allowance             | 12,495        | 149,942        |
| <b>Gross Salary</b>           | <b>30,972</b> | <b>371,666</b> |
| <u>Employer Contributions</u> |               |                |
| EPF                           | 1,800         | 21,600         |
| ESI                           | 0             | 0              |
| Gratuity                      | 561           | 6,734          |
| <b>Fixed Compensation</b>     | <b>33,333</b> | <b>400,000</b> |
| <b>Variable Pay</b>           |               | <b>50000</b>   |
|                               |               |                |
| <b>Annual Cost to Company</b> |               | <b>450,000</b> |

**Deductions:**

|                |               |               |
|----------------|---------------|---------------|
| EPF            | 1,800         | 21,600        |
| ESIC           | 0             | 0             |
| PT Deduction   | 200           | 2,500         |
| <b>Net Pay</b> | <b>28,972</b> | <b>450000</b> |

\*TDS deduction is subject to taxable income.

\*\*If your Annual Compensation includes a performance-linked variable then the payment will be subject to achievement of predefined targets. Variable pay shall be paid depending upon the performance of the employee and as per the company policies. Employee who has resigned or is serving his/her notice period, as on the date of payment, will not be eligible for payment of variable pay.

\*\*\* Eligibility for increment shall be depending upon the performance of the employee and as per company policies. Employee who has resigned or is serving his/her notice period will not be eligible for increment.

Sincerely,

**For Go Digit General Insurance Limited**



**Amrit Jaidka Arora**  
**CHRO**

**Vibhanshu Patel**





## Welcome to Wipro's Work Integrated Learning Program ("WILP")

**Work Integrated Learning Programme**  
**Wipro Limited, Dodda Kannelli**  
**Sarjapur Road, Bengaluru - 560 035.**  
**Phone: (080) 28440011/12, Fax: (080) 28440256**

Dear REKHA D,

### **Sub: Enrolment letter to Wipro's Work Integrated Learning Program ("WILP") as Scholar Trainee – Work Integrated Learning Program**

Welcome to WILP!

With reference to your application, it is our pleasure to enroll you as a Scholar Trainee – Work Integrated Learning Program. This is a scholarship program customized as a robust academic and training program which will enable you to obtain M-Tech degree from one of the premier engineering institution / University in India.

The duration of the academic program shall be 48 months from the **date of enrolment to the academic program**. You will be enrolled into the academic program within 12 months from date of joining. Your date of joining will be intimated through a separate communication.

We hope you enjoy the learning with WILP and have an enriching experience being a part of Wipro Limited ("Wipro or "Company").

Please read through the terms and conditions of your enrolment as provided below.

We look forward to having a long and fruitful relationship with you at WILP, Wish you all the best!

Yours sincerely,  
For **Wipro Limited**,

**Aparna Shailen**  
**General Manager - Human Resources**

### **Endorsement**

I accept the enrolment and the terms and conditions thereof as specified below. I shall report for undergoing study on

### **Terms & Conditions of Scholarship**

#### **1. PROFILE:**

You have been selected to be a part of Wipro's WILP and are enrolled as a Scholar Trainee- Work Integrated Learning Program. Upon joining WILP, you will have to undergo a "Project Readiness Program" ('PRP') that prepares you to participate in projects at the Company as part of this learning program. This robust academic program will also enable you to obtain **M-Tech degree from one of the premier engineering Institution / University** upon successful completion of the course.

#### **2. DURATION:**

The duration of your academic program will be for a period of 48 months from the date of enrolment to the academic program. You will be enrolled into the academic program within 12 months from date of joining. Unless the Company extends the period of your study in writing, which is done solely at the discretion of the Company, your enrolment would automatically terminate at the end of the stated 48 months.

In case the Company extends the academic period (in writing) you will continue to be enrolled as a Scholar Trainee – Work Integrated Learning Program with WILP.

### 3. Appointment details:

We provide support to our global customers through various Company locations in India to suit customer requirements by operating 24x7. You would be operating from any of these locations and in any of the shifts, including night shift, as may be decided by the Company, keeping in mind the business needs and deliverables to customers.

### 4. Scholarship/Stipend and Benefits

During your period of enrolment, you would be entitled to a consolidated monthly scholarship.

Apart from the monthly scholarship, the Company will provide you with life & accidental insurance that would include a cover for you, the premium / cost will be taken care of by Wipro. This is a voluntary benefit offered by the Company and the details of the same are listed below.

- i. A Group Personal Accident Insurance (GPAI) coverage of **Rs.12,00,000/-**. You could also choose to get additional coverage for a nominal and highly negotiated premium. More details on the policy are available in My Policies section in myWipro, the HR portal at Wipro.
- ii. Group Life Insurance coverage of **Rs.14, 00,000/-**. This sum insured is inclusive of cover as per EDLI (Employee Deposit Linked Insurance). You can also get an extra coverage for a nominal and highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

In addition to the above, you are also eligible for medical insurance cover towards hospitalization.

You are eligible for a floater coverage of Rs.2,00,000/- per annum for family (self, spouse & children) towards hospitalization. There will be a deduction from your monthly scholarship/stipend depending on your marital/family status towards the base sum insured premium. 10% of the claim amount would need to be borne by the employee/Scholar trainee.

Base Medical insurance is to be availed by the employee as default. It is accounted for in deductions as a nominal monthly charge. Top-Up cover is voluntary and charged as applicable during renewal timelines.

If you wish to enhance the coverage, a top up cover option is also available for a highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

The below table lists down your scholarship details:

| Period      | Scholarship | ESI | Consolidated Scholarship (Rs. Per Month) |
|-------------|-------------|-----|------------------------------------------|
| First year  | 15000       | 488 | 15,488/- (*)                             |
| Second year | 17000       | 553 | 17,553/- (*)                             |
| Third year  | 19000       | 618 | 19,618/- (*)                             |
| Fourth year | 23000       | 0   | 23,000/- (*)                             |

(\*) You shall be responsible for payment of all statutory contributions, taxes, dues and levies as may be required under the relevant laws including contributions under Employees' State Insurance Corporation Act (**at 0.75% of your Scholarship**) as and when applicable to you. Such contributions, taxes, dues and levies where required, shall be deducted from your Scholarship and benefits according to applicable laws and regulations.

Your fourth-year scholarship will continue until completion of your M-Tech program. Your enrolment into the MTech academic program within 12 months from date of joining.

You shall be eligible to receive a onetime "joining bonus" of Rs.75,000 after you join Wipro along with your first month salary. All applicable taxes on the payment of this amount will be borne by you. Please note in the event you leave the organization within 12 months from the date of joining, payment processed under Joining bonus shall be recovered from the employee at the time of exit.

The enhancement of the scholarship at the end of each academic year of study will be at the discretion of the Company and subject to your satisfactory progress of study, acquisition of skills, behavior, regularity and punctuality in attendance. Your continued enrolment in the course, will be at the discretion of the Company, and is subject to satisfactory academic performance and other requirements as prescribed in the WILP portal.

In case your project performance at any stage is not found to be at par with the requirement of WILP, then you would be placed on performance improvement program (PIP). If you fail to successfully complete the PIP, the Company may at its sole discretion discontinue your enrolment in the WILP program.

#### **Book Allowance:**

A Book Allowance of Rs.1,250/- will be provided to you per semester. This allowance will be given every semester except the last semester when you will be engaged in dissertation. The allowance will be paid to you centrally along with your scholarship during the course of each semester. The allowance will be subject to tax. Book allowance is applicable and paid only when you are registered for the semester.

#### **5. Training Agreement:**

- i. This letter of enrolment is subject to the execution of a training agreement in the prescribed proforma with Wipro Limited, Sarjapur Road, Doddakannelli, Bengaluru-560035 on or before joining the program ("Training Agreement").
- ii. This Training agreement shall be for a total period of 60 Months where you will be mentored for developing your skills and knowledge. This included technical training, in various formats, both online and offline and practical experience in various projects. The Company invests on your behalf for the cost of these trainings. Should you discontinue the WILP program or your enrolment with WILP is cancelled for any reason whatsoever before the completion of 60 months from the date of joining, the training expenses of Rs.75,000/-(Rupees Seventy five thousand only) will have to be paid by you as detailed in the Training Agreement.

#### **6. PROJECT READINESS PROGRAM (PRP)**

Upon enrolment, you will have to undergo a Project Readiness Program (PRP) to prepare you to participate in projects. This is offered by Wipro's - Talent Transformation Department to all campus and off-campus selects. The broad objective of PRP is to equip you with the necessary knowledge and skills that will enable you to start working on real-life project work which is an integral part of the WILP.

#### **7. Regulations of Academic study:**

- i. You will be enrolled for M-Tech program with a renowned institution ("University") that collaborates with Wipro for WILP.
- ii. Course specialization includes but is not limited to Software Systems, Software Engineering, Information Technology, Computing Systems and Infrastructure Management, Data Analytics, IoT, Cloud, Digital & Cyber security, Embedded Systems.
- iii. Your specialization and enrolment would be decided based on prevailing business requirements and decision of the Company is final and binding.
- iv. You will not be able to change Specialization track after enrolment.
- v. Overall program duration is 4 years from date of enrolment of academic program.
- vi. As per the program structure, a WILP Scholar trainee will register and pursue 4 to 6 courses per semester over 7 semesters.
- vii. You will be required to submit a project work / dissertation in your final semester (8<sup>th</sup> semester of your program). This will enable you to advance your professional capabilities by applying concepts and techniques in projects.
- viii. Each course has multiple evaluation components. This includes an assignment component, quiz, mid-semester examination and comprehension examination. All evaluation components are mandatory for securing a pass grade in a course as prescribed by the partnering institution.



- ix. Contact classes are organized as per the handout and calendar prepared and shared by the University at the beginning of each semester. In the normal course, one session of 2 hours duration per course per contact class is organized.
- x. You will be called upon to undergo studies during the hours and days as may be fixed by the Company from time to time. Normally, the study hours would be from 9:00am to 6:00pm
- xi. The faculty will take attendance/circulate attendance sheets for every session. It is your responsibility to ensure that your attendances are recorded properly.
- xii. WILP Scholar trainees are expected to be on time for every session. Punctuality is non-negotiable and the faculty reserves the right to deny entry and attendance to late comers.
- xiii. Attending 75% of contact session is mandatory for each course to appear for examinations.
- xiv. Not attending classes for reasons like medical/on the job training /late coming/personal problems and other similar reasons would be treated as absenteeism.
- xv. Scholar trainees who fail to meet the minimum attendance criteria will not qualify for comprehension exams for any of the registered courses in that semester.
- xvi. For any reason, you are not able to meet the minimum attendance criteria or not complete the mandatory assignments / quiz / examinations in any semester, you are required to repeat the same semester as and when the next batch is organized. In such cases, rules and regulations governing academic programs at that time would be applicable. In addition, additional semesters fees are to be borne by you as prescribed by the University.
- xvii. At the end of each semester, the performance of each Scholar Trainee in a course, is specified as a letter grade which is obtained through a Relative Grading procedure
- xviii. Any Scholar trainee securing 3 or more cumulative fail grade at any point in time will be expelled from WILP Program.
- xix. The 8th semester of study is fully devoted for dissertation / project work
- xx. If a Scholar trainee's CGPA is less than 5.5, the Scholar trainee will not be permitted to register for the dissertation. He/she has to re-appear for exams and secure a CGPA of 5.5 before taking up the dissertation. Also, a Scholar trainee with an E grade in any course will not be permitted to register for the Dissertation
- xxi. Project / Dissertation work has to be carried out by each individual separately. Teamwork is not permitted.
- xxii. The dissertation has to be completed strictly as per the guidelines that are outlined by collaborating institution.
- xxiii. WILP Scholar trainees are expected to maintain decorum and discipline in line with Wipro's professional work culture and environment.
- xxiv. In cases where a Scholar trainee deviates from the expected behaviour as prescribed by the WILP and partnering institution from time to time , strict action will be taken and the decision of the WILP Team / faculty /, University would be final and binding.
- xxv. Breach of integrity will be dealt with sternly. Such Scholar trainees will be asked to discontinue their studies and also expelled from WILP program.
- xxvi. On successful completion of the study, you will be eligible to receive the M-Tech degree from the collaborating University, in recognition of your successfully completing the course.
- xxvii. All Scholar trainees of the WILP will be given testimonials at the end of the successful completion of the M-Tech degree program. The testimonial contains the timeline in the WILP and the kind of project works carried during this opportunity.

Mode of contact session, examination pattern and other academic program norms are subject to change based on the prevailing situation / University norms declared from time to time. Decision of the University would be final and binding.

## **8. Conflict of Interest:**

- i. During your enrolment period with the WILP, you will focus exclusively on the requirements of the program. In addition to your study and academic requirements, you are required to engage yourself exclusively in the work assigned by Wipro and shall not take up any independent or individual assignments (whether part time or full time, in an advisory capacity or otherwise) directly or indirectly without the express written consent of Head /

## Manager of WILP Academy

- ii. You shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any person who is involved in activities, which are or shall be in conflict with the interests of Wipro.
- iii. The Conflict of Interest Policy also refers to the need on your part, during your enrolment and for a period of one year from the cessation of your enrolment with WILP (irrespective of the circumstances of, or the reasons for, the cessation) not to solicit, induce or encourage:
  - a. Any student/scholar trainee of the WILP to abandon /withdraw their enrolment with the program or to accept enrolment and/or employment with any competitor, supplier or any customer with whom you have a connection.
  - b. Any employee of Wipro to terminate their employment with Wipro or to accept employment with any competitor, supplier or any customer with whom you have a connection.
  - c. Any customer or vendor of Wipro to move their existing business with Wipro to a third party or to terminate their business relationship with Wipro.
  - d. Any existing employee and/or student of WILP to become associated with, or perform services of any type for any third party.
- iv. In case of any conflict or doubt, please discuss the matter with Head / Manager of WILP, to understand Wipro's position on this and resolve the conflict.

## 9. Obligation and Responsibilities:

- i. During the study period you will be governed by the WILP regulations and instructions as may be modified, from time to time, in relation to conduct, discipline and other matters.
- ii. During your study as part of WILP, Company expects you to undergo study in the area in which you are placed, with a high standard of initiative and efficiency. This is critical and Company has zero tolerance towards any deviations.
- iii. You would not be allowed to seek membership of any local or public body without the written approval from the Head / Manager of WILP.
- iv. During the study period and thereafter, you would not be allowed to give out to anyone in writing or by word of mouth or otherwise, particulars or details of work - process, technical know-how, research carried out, security arrangements, or administrative and/or organizational matters of confidential or secret nature which you may come across during your academic study or become known to you by virtue of your undergoing study under WILP or otherwise.
- v. You are bound by all regulations, instructions and policies of the WILP and Wipro. These are updated / modified on a periodic basis and new policies may be introduced and notified to Scholar trainees from time to time and you will be bound to comply with the same.
- vi. In consideration of the opportunities, trainings and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by WILP/Wipro and in the course of your association with WILP. This covenant shall endure during your association and beyond the cessation of your association with WILP (irrespective of the circumstances of, or the reasons for, the cessation).
- vii. In connection with your association with Wipro as part of the WILP and during the term of your association upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business or academic session hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

During the period of academic study, if you develop or conceptualize inventions, ideas, concepts, discoveries, techniques and improvements (including without limitation computer software) solely or jointly with others in relation to the operation of the WILP / Wipro, such developments will be fully communicated to the WILP academy and will be the sole intellectual property of Wipro. You agree to cooperate in the execution of documents to facilitate the assignment of such intellectual property when required.

## 10. Confidentiality:

- i. In consideration of the opportunities, training and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by Wipro and in the course of your enrolment. This covenant shall endure during your enrolment and beyond the cessation of your enrolment with Wipro (irrespective of the circumstances of, or the reasons for, the cessation).
- ii. During your training on projects at Wipro, you will be expected not to use or disclose any confidential information, including trade secrets, of any former employer (if any) or other person with whom you have an obligation of confidentiality and by signing below you affirm that you have no conflicting obligations or non-compete agreements that would prevent you from working without limitation for Wipro.

## **11. Assignment of Intellectual Property**

In connection with your enrolment and during the term of your enrolment, upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

## **12. Posting**

During the initial study period, initially you would be made familiar with Wipro, but you may if needed be re-assigned or transferred to another division, department, establishment or new location where Wipro, has its office or operation and WILP classes are running in the particular location, in India, without enhancing the scholarship amount. On placement of this nature, you will also be governed by the disciplinary rules and regulations as applicable in that unit/branch. You may also be placed in any sister company of Wipro, for practical studies.

## **13. Misconduct:**

- i. In case you are charged with any misconduct or disciplinary issue during your study period, your enrolment with WILP may be temporarily placed on suspension without payment of scholarship amount, for such period as Wipro may deem fit. If the charges against you are proved to be true, your enrolment may be immediately cancelled, without any notice or payment of scholarship in lieu of notice notwithstanding any clause of this letter of enrolment. It is clarified that this clause is without prejudice to Wipro's rights to enforce the Training Agreement duly signed by you even after cancellation of your enrolment for whatever reasons as the case may be.
- ii. Notwithstanding the condition regarding written notice of termination and without prejudice to Wipro's right to enforce the Training agreement, Wipro shall have the right to terminate your academic study without any notice or payment of scholarship in lieu thereof, if any declaration given or information furnished by you to WILP/ Wipro is found to be false or if you are found to have willfully suppressed any material information.

**Please note that at any stage, whether during your selection process or upon enrolment with the WILP, if it is brought to our notice that you have indulged in malpractices or used illegal means to clear your online assessment, Wipro shall withdraw or revoke the enrolment and cancel the same with immediate effect and we reserve our rights to take suitable action against you as we may deem fit.**

## **14. Cancellation of Enrolment:**

Notwithstanding any of the clauses of this letter of enrolment, Company reserves the right at its sole discretion to cancel this enrolment during the study period without assigning any reason, by giving one months' (30 days) notice or one month's scholarship/stipend in lieu of notice.

## **15. Study Hours:**

- i. As a Scholar Trainee – Work Integrated Learning Program, you will be called upon to undergo studies during the hours and days as may be fixed by WILP from time to time as per the University requirements.
- ii. You would be assigned to any of the locations and any project work as part of your WILP as may be decided by the Company.
- iii. The full day lecture sessions will be held at any of Wipro's other establishments/outourced venue. You may also be called upon to attend academic study as and when required on holidays, as may be scheduled in accordance with the convenience of the organizing team of the WILP.
- iv. The university will plan contact classes in multiple format to suit the project work situations and university guidelines such as contact classes in ILT (instructor Led training) and / or VILT (virtual Instructor Led Training and Self-Directed / Recorded lecture sessions).

## 16. General:

- i. This letter of enrolment is subject to the condition that you have not provided us with any false declaration or wilfully suppressed any material information. If you have, you will be liable for cancellation of enrolment from the WILP without any prior notice.
- ii. The terms of this letter of enrolment may be specifically enforced legally, if required. In this connection, if any of the provisions of this letter are declared or found to be void or unenforceable due to any reason whatsoever, the remaining provisions of this letter shall continue in full force and effect.
- iii. These enrolment terms supersede and replace any existing agreement or understanding, if any, between Wipro and you relating to the same subject matter.
- iv. You warrant that you are not prevented by a court or by any other administrative or judicial order from enrolling under this agreement. In the event that you are not a citizen of the country of posting, you should have a valid work permit to work in the country of posting.
- v. During the period of enrolment you are required to comply with all policies of WILP and Wipro. These policies are updated / modified on a periodic basis and new policies may be introduced and notified to the Scholar Trainees from time to time. You agree to comply with all policies as modified from time to time.

## 17. On Completion/Cancellation of Academic Program:

- i. On Completion of the academic program or cancellation of your enrolment , as the case may be, you will immediately surrender to Wipro/ the Academy all specifications, formulae, documents, literature, drawings or records, etc. belonging to Wipro/ the Academy or relating to its business and shall not make or retain any copies of these items.
- ii. You are not eligible to receive testimonial certificate if you do not successfully complete the academic study in accordance with this letter of enrolment and the study scheme formulated by the Academy.
- iii. Wipro reserves the right to offer employment at its sole discretion to a Scholar trainee on successful and satisfactory completion of the academic study.

## 18. Acceptance of Enrolment Letter:

Upon accepting the above terms and conditions, you are required to return the duplicate of this letter of enrolment, duly signed by you as a token of your acceptance on the day of joining WILP program.

Please confirm that the above terms are acceptable to you and that you accept the enrolment by signing a copy of this letter of enrolment and submit the same on the date of joining.

## 19. Work Allocation:

As part of your work responsibilities, you may be assigned to work on certain projects/accounts or other assignments as may be deemed fit by the Company in its sole discretion. Refusal to accept and deliver on such assignments shall be treated as a refusal to work and may result in termination of your employment or other disciplinary action.

Yours sincerely,

For **Wipro Limited**,



**Aparna Shailen**  
**General Manager - Human Resources**

I have read, understood and agree to accept the enrolment on the terms and conditions herein.

I shall be present for the induction session on

## **ANNEXURE I**

### **CONFIRMATION ON SHARING PERSONAL INFORMATION (AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT, 2000)**

I Radheshyam Thakur, confirm that I am voluntarily sharing my Personal Information with Wipro Limited ('Wipro') being a part of WILP of Wipro for the following purposes:

- a. validating my application form and retaining records on the same for any future reference/verification;
- b. processing my application form including background verification checks;
- c. academic study related actions including record keeping, processing scholarship advance and benefits and any action required in the context of my enrolment with Wipro, being a part of WILP.

In this context, I also agree to the retention of such Personal Information by Wipro for any future reference/verification and authorize Wipro to transfer the same to a third party.

I understand that 'Personal Information' means any information, relating to me that is available with Wipro and is capable of identifying me."

## **ANNEXURE II**

I hereby confirm that I shall submit the required academic certificate including but not limited to mark sheet and Provisional or Convocation Degree Certificate within 3 months from my date of joining. I understand that my enrolment is subject to my aggregate meeting the Wipro eligibility criteria and submission of the above mentioned documents.

I hereby declare that all the particulars mentioned above are true to the best of my knowledge. In the event of my failure to submit the above mentioned documents or in case of any discrepancy, I shall be liable for termination of my enrolment with Wipro.

## **ANNEXURE – III**

### **INITIAL INDUCTION PROGRAM**

The Talent Transformation team at Wipro groom's campus selects to help them face the challenges of the corporate world.

A holistic 360 degree approach to training is adopted and helps them hone their fundamental computer skills followed by insights into Wipro businesses, process, technology and behavioural skills.

To understand and appreciate the mindset of the young Trainees and ensure that the transformation is smooth, the induction program is done by a team of dedicated professionals who have exposure to the academic and corporate sectors alike. Project Readiness Program (PRP) is a training program designed to address the basic learning needs of the Trainees.

#### **Corporate Readiness Program - CRP**

The CRP program is focused on making young Trainees comfortable in a corporate environment. This program starts with a corporate induction.

"EMERGE" a behavioural skills building training program ensures that the fresh Trainee start feeling at ease in the "corporate world". This activity based behavioural intervention informs the new entrants about the corporate work culture and business etiquette.

#### **Technology Readiness Program - TRP**

The technology training provides critical technical skills required to work on projects allocated to Trainees and prepare to face the demands of the project world. We begin doing this by familiarizing with Wipro's businesses and work environment.

The methodology of training is "Project Based Learning" (PBL) approach, the entire learning is designed around a series of projects that the recruits are expected to complete individually by learning and applying various topics required to complete the project. Starting with individual projects, the PBL approach ends with recruits working on a team project.

## **ANNEXURE – IV**

I have read and understood the terms of my enrolment letter. I agree and acknowledge that I am a Student/Scholar trainee with Wipro's WILP. I further undertake that I shall not represent to any person within Wipro or any other third

party that I am an employee of Wipro Ltd and I fully understand that such false representation shall entail severe disciplinary action including immediate cancellation of my enrolment.

### **Travel, Accommodation, Food & Other Miscellaneous Expenses**

#### **Travel**

- i. You would be entitled for Rs. 1500 from the date of appointment as a lump sum amount that will be credited with your first month stipend. You may utilize this amount towards Travel and you would not need to submit bills towards usage of this amount.
- ii. There is no provision for reimbursement/allowance towards any expenses incurred in lieu of attending training or classes at different locations in the same city.

#### **Accommodation, Food & other Miscellaneous Expenses**

- i. You would be entitled for Rs.400 per day for 8 days (total amount of Rs.3,200) from the date of joining. You may utilize this amount towards accommodation, food & other miscellaneous expenses. This would be paid as a lump sum amount that will be credited with your first month stipend and you would not need to submit bills towards usage of this amount.
- ii. If your posting location (the location where you would be based out of after training) is different from the training location (location where you undergo initial training), you would be entitled for the following:  
  
Settlement and Miscellaneous Expenses: Rs.1200 per day for 7 days (total amount of Rs. 8,400) from the date of reporting to the posting location. You may utilize this amount towards boarding, lodging, conveyance & other miscellaneous expenses.
- iii. Any location change after reporting to posting location will be treated as relocation/transfer and will be covered under the Transfer policy for Team Rainbow. For details you can refer the policy at myWipro-> My Policies -> India->My Travel>Transfer Policy-Team Rainbow.
- iv. Campus joiners would not be eligible for accommodation at the Wipro guest houses.

**Please note in the event that the employee leaves the organization within 6 months from the date of joining, all payments processed under Joining & Relocation Entitlements shall be recovered from the employee at the time of exit.**

**Skill Preferences 1 :** [DAAI -Cloud & Digital Database](#)

**Location Preferences 1 :** [Bangalore](#)

**Skill Preferences 2 :** [CEP-SAP-ABAP](#)

**Location Preferences 2 :** [Mysore](#)

**Skill Preferences 3 :** [Python App](#)

**Location Preferences 3 :** [Chennai](#)

☒ Accept ☐ Decline

☒ **Signature** [Radheshyam Thakur 25/1/2023 10:00 PM](#)

(checking the checkbox above is equivalent to a handwritten signature)

Registered Office:

**Wipro  
Limited**

**T :**+91 (80) 2844 0011

Doddakannelli

**F :**+91 (80) 2844 0054

Sarjapur  
Road

**E :**info@wipro.com

Bengaluru  
560 035

**W :**wipro.com

India

**C :**L32102KA1945PLC020800

26168298

**RELIN T JACOB**

Dear **RELIN T JACOB**

On behalf of CAI Info India Private Ltd., I would like to reconfirm our verbal offer of employment as a **"Jr. Software Engineer"** for an annual CTC of Rs. 3,00,000.00 (Rupees three lakhs thirty thousand) beginning on your anticipated start date, Monday, February 05, 2024. This will be paid to you monthly at the end of each month in increments of Rs. 25,000.00 (gross monthly CTC).

Special Clauses:

- During the period of your employment, the Company may at any time assign or transfer you to any location in the world where the Company/its clients has its establishment. In such an event, you shall be entitled to allowances in accordance with the policies of the Company.
- If you do not have an existing account with ICICI Bank, you will be required to establish one within 2 weeks of your first pay.
- You shall be considered for the next financial review in 2025.

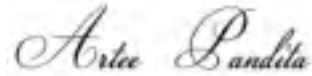
You are required to bring the following documents at the time of reporting for employment: -

- Last updated resume
- Latest passport size photograph
- A copy of Educational Certificates for all years of education and mark cards -
- Copy of passport
- Form 16

Please sign the bottom portion of this letter indicating your acceptance of this position and return the same immediately. You will be issued an appointment letter upon your acceptance of this offer letter.

Thank You and Welcome.

Yours Truly, Accepted By:



**Artee Pandita** \_\_\_\_\_  
**Director-Human Resources**

Divyasree Towers, Floor 5, Guruppanapalya  
Bannerghatta Main Road, Bangalore-560029  
[www.cai.io](http://www.cai.io) [inquire@cai.io](mailto:inquire@cai.io)

Detailed CTC Breakdown:

| Description       | Monthly              | Yearly                 |
|-------------------|----------------------|------------------------|
| Basic             | INR 13,750.00        | INR 1,65,000.00        |
| HRA               | INR 5,500.00         | INR 66,000.00          |
| Conveyance        | INR 300.00           | INR 3,600.00           |
| Medical Allowance | INR 700.00           | INR 8,400.00           |
| Statutory Bonus   | INR 2,500.00         | INR 30,000.00          |
| Provident Fund    | INR 3,300.00         | INR 39,600.00          |
| Gratuity          | INR 661.38           | INR 7,936.50           |
| Special Allowance | INR 788.63           | INR 9,463.50           |
| <b>Total</b>      | <b>INR 25,000.00</b> | <b>INR 3,00,000.00</b> |

Accepted By:

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Divyasree Towers, Floor 5, Guruppanapalya  
Bannerghatta Main Road, Bangalore-560029  
[www.cai.io](http://www.cai.io) [inquire@cai.io](mailto:inquire@cai.io)

**CAI Info India Private Limited**

080 -45340400



## Welcome to Wipro's Work Integrated Learning Program ("WILP")

**Work Integrated Learning Programme**  
**Wipro Limited, Dodda Kannelli**  
**Sarjapur Road, Bengaluru - 560 035.**  
**Phone: (080) 28440011/12, Fax: (080) 28440256**

Dear RENUKESHWARI K,

### **Sub: Enrolment letter to Wipro's Work Integrated Learning Program ("WILP") as Scholar Trainee – Work Integrated Learning Program**

Welcome to WILP!

With reference to your application, it is our pleasure to enroll you as a Scholar Trainee – Work Integrated Learning Program. This is a scholarship program customized as a robust academic and training program which will enable you to obtain M-Tech degree from one of the premier engineering institution / University in India.

The duration of the academic program shall be 48 months from the **date of enrolment to the academic program**. You will be enrolled into the academic program within 12 months from date of joining. Your date of joining will be intimated through a separate communication.

We hope you enjoy the learning with WILP and have an enriching experience being a part of Wipro Limited ("Wipro or "Company").

Please read through the terms and conditions of your enrolment as provided below.

We look forward to having a long and fruitful relationship with you at WILP, Wish you all the best!

Yours sincerely,  
For **Wipro Limited**,

**Aparna Shailen**  
**General Manager - Human Resources**

### **Endorsement**

I accept the enrolment and the terms and conditions thereof as specified below. I shall report for undergoing study on

### **Terms & Conditions of Scholarship**

#### **1. PROFILE:**

You have been selected to be a part of Wipro's WILP and are enrolled as a Scholar Trainee- Work Integrated Learning Program. Upon joining WILP, you will have to undergo a "Project Readiness Program" ('PRP') that prepares you to participate in projects at the Company as part of this learning program. This robust academic program will also enable you to obtain **M-Tech degree from one of the premier engineering Institution / University** upon successful completion of the course.

#### **2. DURATION:**

The duration of your academic program will be for a period of 48 months from the date of enrolment to the academic program. You will be enrolled into the academic program within 12 months from date of joining. Unless the Company extends the period of your study in writing, which is done solely at the discretion of the Company, your enrolment would automatically terminate at the end of the stated 48 months.

In case the Company extends the academic period (in writing) you will continue to be enrolled as a Scholar Trainee – Work Integrated Learning Program with WILP.

### 3. Appointment details:

We provide support to our global customers through various Company locations in India to suit customer requirements by operating 24x7. You would be operating from any of these locations and in any of the shifts, including night shift, as may be decided by the Company, keeping in mind the business needs and deliverables to customers.

### 4. Scholarship/Stipend and Benefits

During your period of enrolment, you would be entitled to a consolidated monthly scholarship.

Apart from the monthly scholarship, the Company will provide you with life & accidental insurance that would include a cover for you, the premium / cost will be taken care of by Wipro. This is a voluntary benefit offered by the Company and the details of the same are listed below.

- i. A Group Personal Accident Insurance (GPAI) coverage of **Rs.12,00,000/-**. You could also choose to get additional coverage for a nominal and highly negotiated premium. More details on the policy are available in My Policies section in myWipro, the HR portal at Wipro.
- ii. Group Life Insurance coverage of **Rs.14, 00,000/-**. This sum insured is inclusive of cover as per EDLI (Employee Deposit Linked Insurance). You can also get an extra coverage for a nominal and highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

In addition to the above, you are also eligible for medical insurance cover towards hospitalization.

You are eligible for a floater coverage of Rs.2,00,000/- per annum for family (self, spouse & children) towards hospitalization. There will be a deduction from your monthly scholarship/stipend depending on your marital/family status towards the base sum insured premium. 10% of the claim amount would need to be borne by the employee/Scholar trainee.

Base Medical insurance is to be availed by the employee as default. It is accounted for in deductions as a nominal monthly charge. Top-Up cover is voluntary and charged as applicable during renewal timelines.

If you wish to enhance the coverage, a top up cover option is also available for a highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

The below table lists down your scholarship details:

| Period      | Scholarship | ESI | Consolidated Scholarship (Rs. Per Month) |
|-------------|-------------|-----|------------------------------------------|
| First year  | 15000       | 488 | 15,488/- (*)                             |
| Second year | 17000       | 553 | 17,553/- (*)                             |
| Third year  | 19000       | 618 | 19,618/- (*)                             |
| Fourth year | 23000       | 0   | 23,000/- (*)                             |

(\*) You shall be responsible for payment of all statutory contributions, taxes, dues and levies as may be required under the relevant laws including contributions under Employees' State Insurance Corporation Act (**at 0.75% of your Scholarship**) as and when applicable to you. Such contributions, taxes, dues and levies where required, shall be deducted from your Scholarship and benefits according to applicable laws and regulations.

Your fourth-year scholarship will continue until completion of your M-Tech program. Your enrolment into the MTech academic program within 12 months from date of joining.

You shall be eligible to receive a onetime "joining bonus" of Rs.75,000 after you join Wipro along with your first month salary. All applicable taxes on the payment of this amount will be borne by you. Please note in the event you leave the organization within 12 months from the date of joining, payment processed under Joining bonus shall be recovered from the employee at the time of exit.

The enhancement of the scholarship at the end of each academic year of study will be at the discretion of the Company and subject to your satisfactory progress of study, acquisition of skills, behavior, regularity and punctuality in attendance. Your continued enrolment in the course, will be at the discretion of the Company, and is subject to satisfactory academic performance and other requirements as prescribed in the WILP portal.

In case your project performance at any stage is not found to be at par with the requirement of WILP, then you would be placed on performance improvement program (PIP). If you fail to successfully complete the PIP, the Company may at its sole discretion discontinue your enrolment in the WILP program.

#### **Book Allowance:**

A Book Allowance of Rs.1,250/- will be provided to you per semester. This allowance will be given every semester except the last semester when you will be engaged in dissertation. The allowance will be paid to you centrally along with your scholarship during the course of each semester. The allowance will be subject to tax. Book allowance is applicable and paid only when you are registered for the semester.

#### **5. Training Agreement:**

- i. This letter of enrolment is subject to the execution of a training agreement in the prescribed proforma with Wipro Limited, Sarjapur Road, Doddakannelli, Bengaluru-560035 on or before joining the program ("Training Agreement").
- ii. This Training agreement shall be for a total period of 60 Months where you will be mentored for developing your skills and knowledge. This included technical training, in various formats, both online and offline and practical experience in various projects. The Company invests on your behalf for the cost of these trainings. Should you discontinue the WILP program or your enrolment with WILP is cancelled for any reason whatsoever before the completion of 60 months from the date of joining, the training expenses of Rs.75,000/-(Rupees Seventy five thousand only) will have to be paid by you as detailed in the Training Agreement.

#### **6. PROJECT READINESS PROGRAM (PRP)**

Upon enrolment, you will have to undergo a Project Readiness Program (PRP) to prepare you to participate in projects. This is offered by Wipro's - Talent Transformation Department to all campus and off-campus selects. The broad objective of PRP is to equip you with the necessary knowledge and skills that will enable you to start working on real-life project work which is an integral part of the WILP.

#### **7. Regulations of Academic study:**

- i. You will be enrolled for M-Tech program with a renowned institution ("University") that collaborates with Wipro for WILP.
- ii. Course specialization includes but is not limited to Software Systems, Software Engineering, Information Technology, Computing Systems and Infrastructure Management, Data Analytics, IoT, Cloud, Digital & Cyber security, Embedded Systems.
- iii. Your specialization and enrolment would be decided based on prevailing business requirements and decision of the Company is final and binding.
- iv. You will not be able to change Specialization track after enrolment.
- v. Overall program duration is 4 years from date of enrolment of academic program.
- vi. As per the program structure, a WILP Scholar trainee will register and pursue 4 to 6 courses per semester over 7 semesters.
- vii. You will be required to submit a project work / dissertation in your final semester (8<sup>th</sup> semester of your program). This will enable you to advance your professional capabilities by applying concepts and techniques in projects.
- viii. Each course has multiple evaluation components. This includes an assignment component, quiz, mid-semester examination and comprehension examination. All evaluation components are mandatory for securing a pass grade in a course as prescribed by the partnering institution.

- ix. Contact classes are organized as per the handout and calendar prepared and shared by the University at the beginning of each semester. In the normal course, one session of 2 hours duration per course per contact class is organized.
- x. You will be called upon to undergo studies during the hours and days as may be fixed by the Company from time to time. Normally, the study hours would be from 9:00am to 6:00pm
- xi. The faculty will take attendance/circulate attendance sheets for every session. It is your responsibility to ensure that your attendances are recorded properly.
- xii. WILP Scholar trainees are expected to be on time for every session. Punctuality is non-negotiable and the faculty reserves the right to deny entry and attendance to late comers.
- xiii. Attending 75% of contact session is mandatory for each course to appear for examinations.
- xiv. Not attending classes for reasons like medical/on the job training /late coming/personal problems and other similar reasons would be treated as absenteeism.
- xv. Scholar trainees who fail to meet the minimum attendance criteria will not qualify for comprehension exams for any of the registered courses in that semester.
- xvi. For any reason, you are not able to meet the minimum attendance criteria or not complete the mandatory assignments / quiz / examinations in any semester, you are required to repeat the same semester as and when the next batch is organized. In such cases, rules and regulations governing academic programs at that time would be applicable. In addition, additional semesters fees are to be borne by you as prescribed by the University.
- xvii. At the end of each semester, the performance of each Scholar Trainee in a course, is specified as a letter grade which is obtained through a Relative Grading procedure
- xviii. Any Scholar trainee securing 3 or more cumulative fail grade at any point in time will be expelled from WILP Program.
- xix. The 8th semester of study is fully devoted for dissertation / project work
- xx. If a Scholar trainee's CGPA is less than 5.5, the Scholar trainee will not be permitted to register for the dissertation. He/she has to re-appear for exams and secure a CGPA of 5.5 before taking up the dissertation. Also, a Scholar trainee with an E grade in any course will not be permitted to register for the Dissertation
- xxi. Project / Dissertation work has to be carried out by each individual separately. Teamwork is not permitted.
- xxii. The dissertation has to be completed strictly as per the guidelines that are outlined by collaborating institution.
- xxiii. WILP Scholar trainees are expected to maintain decorum and discipline in line with Wipro's professional work culture and environment.
- xxiv. In cases where a Scholar trainee deviates from the expected behaviour as prescribed by the WILP and partnering institution from time to time , strict action will be taken and the decision of the WILP Team / faculty /, University would be final and binding.
- xxv. Breach of integrity will be dealt with sternly. Such Scholar trainees will be asked to discontinue their studies and also expelled from WILP program.
- xxvi. On successful completion of the study, you will be eligible to receive the M-Tech degree from the collaborating University, in recognition of your successfully completing the course.
- xxvii. All Scholar trainees of the WILP will be given testimonials at the end of the successful completion of the M-Tech degree program. The testimonial contains the timeline in the WILP and the kind of project works carried during this opportunity.

Mode of contact session, examination pattern and other academic program norms are subject to change based on the prevailing situation / University norms declared from time to time. Decision of the University would be final and binding.

## **8. Conflict of Interest:**

- i. During your enrolment period with the WILP, you will focus exclusively on the requirements of the program. In addition to your study and academic requirements, you are required to engage yourself exclusively in the work assigned by Wipro and shall not take up any independent or individual assignments (whether part time or full time, in an advisory capacity or otherwise) directly or indirectly without the express written consent of Head /

## Manager of WILP Academy

- ii. You shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any person who is involved in activities, which are or shall be in conflict with the interests of Wipro.
- iii. The Conflict of Interest Policy also refers to the need on your part, during your enrolment and for a period of one year from the cessation of your enrolment with WILP (irrespective of the circumstances of, or the reasons for, the cessation) not to solicit, induce or encourage:
  - a. Any student/scholar trainee of the WILP to abandon /withdraw their enrolment with the program or to accept enrolment and/or employment with any competitor, supplier or any customer with whom you have a connection.
  - b. Any employee of Wipro to terminate their employment with Wipro or to accept employment with any competitor, supplier or any customer with whom you have a connection.
  - c. Any customer or vendor of Wipro to move their existing business with Wipro to a third party or to terminate their business relationship with Wipro.
  - d. Any existing employee and/or student of WILP to become associated with, or perform services of any type for any third party.
- iv. In case of any conflict or doubt, please discuss the matter with Head / Manager of WILP, to understand Wipro's position on this and resolve the conflict.

## 9. Obligation and Responsibilities:

- i. During the study period you will be governed by the WILP regulations and instructions as may be modified, from time to time, in relation to conduct, discipline and other matters.
- ii. During your study as part of WILP, Company expects you to undergo study in the area in which you are placed, with a high standard of initiative and efficiency. This is critical and Company has zero tolerance towards any deviations.
- iii. You would not be allowed to seek membership of any local or public body without the written approval from the Head / Manager of WILP.
- iv. During the study period and thereafter, you would not be allowed to give out to anyone in writing or by word of mouth or otherwise, particulars or details of work - process, technical know-how, research carried out, security arrangements, or administrative and/or organizational matters of confidential or secret nature which you may come across during your academic study or become known to you by virtue of your undergoing study under WILP or otherwise.
- v. You are bound by all regulations, instructions and policies of the WILP and Wipro. These are updated / modified on a periodic basis and new policies may be introduced and notified to Scholar trainees from time to time and you will be bound to comply with the same.
- vi. In consideration of the opportunities, trainings and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by WILP/Wipro and in the course of your association with WILP. This covenant shall endure during your association and beyond the cessation of your association with WILP (irrespective of the circumstances of, or the reasons for, the cessation).
- vii. In connection with your association with Wipro as part of the WILP and during the term of your association upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business or academic session hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

During the period of academic study, if you develop or conceptualize inventions, ideas, concepts, discoveries, techniques and improvements (including without limitation computer software) solely or jointly with others in relation to the operation of the WILP / Wipro, such developments will be fully communicated to the WILP academy and will be the sole intellectual property of Wipro. You agree to cooperate in the execution of documents to facilitate the assignment of such intellectual property when required.

## 10. Confidentiality:

- i. In consideration of the opportunities, training and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by Wipro and in the course of your enrolment. This covenant shall endure during your enrolment and beyond the cessation of your enrolment with Wipro (irrespective of the circumstances of, or the reasons for, the cessation).
- ii. During your training on projects at Wipro, you will be expected not to use or disclose any confidential information, including trade secrets, of any former employer (if any) or other person with whom you have an obligation of confidentiality and by signing below you affirm that you have no conflicting obligations or non-compete agreements that would prevent you from working without limitation for Wipro.

## **11. Assignment of Intellectual Property**

In connection with your enrolment and during the term of your enrolment, upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

## **12. Posting**

During the initial study period, initially you would be made familiar with Wipro, but you may if needed be re-assigned or transferred to another division, department, establishment or new location where Wipro, has its office or operation and WILP classes are running in the particular location, in India, without enhancing the scholarship amount. On placement of this nature, you will also be governed by the disciplinary rules and regulations as applicable in that unit/branch. You may also be placed in any sister company of Wipro, for practical studies.

## **13. Misconduct:**

- i. In case you are charged with any misconduct or disciplinary issue during your study period, your enrolment with WILP may be temporarily placed on suspension without payment of scholarship amount, for such period as Wipro may deem fit. If the charges against you are proved to be true, your enrolment may be immediately cancelled, without any notice or payment of scholarship in lieu of notice notwithstanding any clause of this letter of enrolment. It is clarified that this clause is without prejudice to Wipro's rights to enforce the Training Agreement duly signed by you even after cancellation of your enrolment for whatever reasons as the case may be.
- ii. Notwithstanding the condition regarding written notice of termination and without prejudice to Wipro's right to enforce the Training agreement, Wipro shall have the right to terminate your academic study without any notice or payment of scholarship in lieu thereof, if any declaration given or information furnished by you to WILP/ Wipro is found to be false or if you are found to have willfully suppressed any material information.

**Please note that at any stage, whether during your selection process or upon enrolment with the WILP, if it is brought to our notice that you have indulged in malpractices or used illegal means to clear your online assessment, Wipro shall withdraw or revoke the enrolment and cancel the same with immediate effect and we reserve our rights to take suitable action against you as we may deem fit.**

## **14. Cancellation of Enrolment:**

Notwithstanding any of the clauses of this letter of enrolment, Company reserves the right at its sole discretion to cancel this enrolment during the study period without assigning any reason, by giving one month's (30 days) notice or one month's scholarship/stipend in lieu of notice.

## **15. Study Hours:**

- i. As a Scholar Trainee – Work Integrated Learning Program, you will be called upon to undergo studies during the hours and days as may be fixed by WILP from time to time as per the University requirements.
- ii. You would be assigned to any of the locations and any project work as part of your WILP as may be decided by the Company.
- iii. The full day lecture sessions will be held at any of Wipro's other establishments/outsourced venue. You may also be called upon to attend academic study as and when required on holidays, as may be scheduled in accordance with the convenience of the organizing team of the WILP.
- iv. The university will plan contact classes in multiple format to suit the project work situations and university guidelines such as contact classes in ILT (instructor Led training) and / or VILT (virtual Instructor Led Training and Self-Directed / Recorded lecture sessions).

## 16. General:

- i. This letter of enrolment is subject to the condition that you have not provided us with any false declaration or wilfully suppressed any material information. If you have, you will be liable for cancellation of enrolment from the WILP without any prior notice.
- ii. The terms of this letter of enrolment may be specifically enforced legally, if required. In this connection, if any of the provisions of this letter are declared or found to be void or unenforceable due to any reason whatsoever, the remaining provisions of this letter shall continue in full force and effect.
- iii. These enrolment terms supersede and replace any existing agreement or understanding, if any, between Wipro and you relating to the same subject matter.
- iv. You warrant that you are not prevented by a court or by any other administrative or judicial order from enrolling under this agreement. In the event that you are not a citizen of the country of posting, you should have a valid work permit to work in the country of posting.
- v. During the period of enrolment you are required to comply with all policies of WILP and Wipro. These policies are updated / modified on a periodic basis and new policies may be introduced and notified to the Scholar Trainees from time to time. You agree to comply with all policies as modified from time to time.

## 17. On Completion/Cancellation of Academic Program:

- i. On Completion of the academic program or cancellation of your enrolment , as the case may be, you will immediately surrender to Wipro/ the Academy all specifications, formulae, documents, literature, drawings or records, etc. belonging to Wipro/ the Academy or relating to its business and shall not make or retain any copies of these items.
- ii. You are not eligible to receive testimonial certificate if you do not successfully complete the academic study in accordance with this letter of enrolment and the study scheme formulated by the Academy.
- iii. Wipro reserves the right to offer employment at its sole discretion to a Scholar trainee on successful and satisfactory completion of the academic study.

## 18. Acceptance of Enrolment Letter:

Upon accepting the above terms and conditions, you are required to return the duplicate of this letter of enrolment, duly signed by you as a token of your acceptance on the day of joining WILP program.

Please confirm that the above terms are acceptable to you and that you accept the enrolment by signing a copy of this letter of enrolment and submit the same on the date of joining.

## 19. Work Allocation:

As part of your work responsibilities, you may be assigned to work on certain projects/accounts or other assignments as may be deemed fit by the Company in its sole discretion. Refusal to accept and deliver on such assignments shall be treated as a refusal to work and may result in termination of your employment or other disciplinary action.

Yours sincerely,

For **Wipro Limited**,



**Aparna Shailen**  
**General Manager - Human Resources**

I have read, understood and agree to accept the enrolment on the terms and conditions herein.

I shall be present for the induction session on



## **ANNEXURE I**

### **CONFIRMATION ON SHARING PERSONAL INFORMATION (AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT, 2000)**

I Radheshyam Thakur, confirm that I am voluntarily sharing my Personal Information with Wipro Limited ('Wipro') being a part of WILP of Wipro for the following purposes:

- a. validating my application form and retaining records on the same for any future reference/verification;
- b. processing my application form including background verification checks;
- c. academic study related actions including record keeping, processing scholarship advance and benefits and any action required in the context of my enrolment with Wipro, being a part of WILP.

In this context, I also agree to the retention of such Personal Information by Wipro for any future reference/verification and authorize Wipro to transfer the same to a third party.

I understand that 'Personal Information' means any information, relating to me that is available with Wipro and is capable of identifying me."

## **ANNEXURE II**

I hereby confirm that I shall submit the required academic certificate including but not limited to mark sheet and Provisional or Convocation Degree Certificate within 3 months from my date of joining. I understand that my enrolment is subject to my aggregate meeting the Wipro eligibility criteria and submission of the above mentioned documents.

I hereby declare that all the particulars mentioned above are true to the best of my knowledge. In the event of my failure to submit the above mentioned documents or in case of any discrepancy, I shall be liable for termination of my enrolment with Wipro.

## **ANNEXURE – III**

### **INITIAL INDUCTION PROGRAM**

The Talent Transformation team at Wipro groom's campus selects to help them face the challenges of the corporate world.

A holistic 360 degree approach to training is adopted and helps them hone their fundamental computer skills followed by insights into Wipro businesses, process, technology and behavioural skills.

To understand and appreciate the mindset of the young Trainees and ensure that the transformation is smooth, the induction program is done by a team of dedicated professionals who have exposure to the academic and corporate sectors alike. Project Readiness Program (PRP) is a training program designed to address the basic learning needs of the Trainees.

#### **Corporate Readiness Program - CRP**

The CRP program is focused on making young Trainees comfortable in a corporate environment. This program starts with a corporate induction.

"EMERGE" a behavioural skills building training program ensures that the fresh Trainee start feeling at ease in the "corporate world". This activity based behavioural intervention informs the new entrants about the corporate work culture and business etiquette.

#### **Technology Readiness Program - TRP**

The technology training provides critical technical skills required to work on projects allocated to Trainees and prepare to face the demands of the project world. We begin doing this by familiarizing with Wipro's businesses and work environment.

The methodology of training is "Project Based Learning" (PBL) approach, the entire learning is designed around a series of projects that the recruits are expected to complete individually by learning and applying various topics required to complete the project. Starting with individual projects, the PBL approach ends with recruits working on a team project.

## **ANNEXURE – IV**

I have read and understood the terms of my enrolment letter. I agree and acknowledge that I am a Student/Scholar trainee with Wipro's WILP. I further undertake that I shall not represent to any person within Wipro or any other third

party that I am an employee of Wipro Ltd and I fully understand that such false representation shall entail severe disciplinary action including immediate cancellation of my enrolment.

### **Travel, Accommodation, Food & Other Miscellaneous Expenses**

#### **Travel**

- i. You would be entitled for Rs. 1500 from the date of appointment as a lump sum amount that will be credited with your first month stipend. You may utilize this amount towards Travel and you would not need to submit bills towards usage of this amount.
- ii. There is no provision for reimbursement/allowance towards any expenses incurred in lieu of attending training or classes at different locations in the same city.

#### **Accommodation, Food & other Miscellaneous Expenses**

- i. You would be entitled for Rs.400 per day for 8 days (total amount of Rs.3,200) from the date of joining. You may utilize this amount towards accommodation, food & other miscellaneous expenses. This would be paid as a lump sum amount that will be credited with your first month stipend and you would not need to submit bills towards usage of this amount.
- ii. If your posting location (the location where you would be based out of after training) is different from the training location (location where you undergo initial training), you would be entitled for the following:  
  
Settlement and Miscellaneous Expenses: Rs.1200 per day for 7 days (total amount of Rs. 8,400) from the date of reporting to the posting location. You may utilize this amount towards boarding, lodging, conveyance & other miscellaneous expenses.
- iii. Any location change after reporting to posting location will be treated as relocation/transfer and will be covered under the Transfer policy for Team Rainbow. For details you can refer the policy at myWipro-> My Policies -> India->My Travel>Transfer Policy-Team Rainbow.
- iv. Campus joiners would not be eligible for accommodation at the Wipro guest houses.

**Please note in the event that the employee leaves the organization within 6 months from the date of joining, all payments processed under Joining & Relocation Entitlements shall be recovered from the employee at the time of exit.**

**Skill Preferences 1 :** [DAAI -Cloud & Digital Database](#)

**Location Preferences 1 :** [Bangalore](#)

**Skill Preferences 2 :** [CEP-SAP-ABAP](#)

**Location Preferences 2 :** [Mysore](#)

**Skill Preferences 3 :** [Python App](#)

**Location Preferences 3 :** [Chennai](#)

☒ Accept ☐ Decline

☒ **Signature** [Radheshyam Thakur 25/1/2023 10:00 PM](#)

(checking the checkbox above is equivalent to a handwritten signature)

Registered Office:

**Wipro  
Limited**

**T :**+91 (80) 2844 0011

Doddakannelli

**F :**+91 (80) 2844 0054

Sarjapur  
Road

**E :**info@wipro.com

Bengaluru  
560 035

**W :**wipro.com

India

**C :**L32102KA1945PLC020800

26168298



## Welcome to Wipro's Work Integrated Learning Program ("WILP")

**Work Integrated Learning Programme**  
**Wipro Limited, Dodda Kannelli**  
**Sarjapur Road, Bengaluru - 560 035.**  
**Phone: (080) 28440011/12, Fax: (080) 28440256**

Dear REYNOLD RAJ R,

### **Sub: Enrolment letter to Wipro's Work Integrated Learning Program ("WILP") as Scholar Trainee – Work Integrated Learning Program**

Welcome to WILP!

With reference to your application, it is our pleasure to enroll you as a Scholar Trainee – Work Integrated Learning Program. This is a scholarship program customized as a robust academic and training program which will enable you to obtain M-Tech degree from one of the premier engineering institution / University in India.

The duration of the academic program shall be 48 months from the **date of enrolment to the academic program**. You will be enrolled into the academic program within 12 months from date of joining. Your date of joining will be intimated through a separate communication.

We hope you enjoy the learning with WILP and have an enriching experience being a part of Wipro Limited ("Wipro or "Company").

Please read through the terms and conditions of your enrolment as provided below.

We look forward to having a long and fruitful relationship with you at WILP, Wish you all the best!

Yours sincerely,  
For **Wipro Limited**,

**Aparna Shailen**  
**General Manager - Human Resources**

#### **Endorsement**

I accept the enrolment and the terms and conditions thereof as specified below. I shall report for undergoing study on

#### **Terms & Conditions of Scholarship**

##### **1. PROFILE:**

You have been selected to be a part of Wipro's WILP and are enrolled as a Scholar Trainee- Work Integrated Learning Program. Upon joining WILP, you will have to undergo a "Project Readiness Program" ('PRP') that prepares you to participate in projects at the Company as part of this learning program. This robust academic program will also enable you to obtain **M-Tech degree from one of the premier engineering Institution / University** upon successful completion of the course.

##### **2. DURATION:**

The duration of your academic program will be for a period of 48 months from the date of enrolment to the academic program. You will be enrolled into the academic program within 12 months from date of joining. Unless the Company extends the period of your study in writing, which is done solely at the discretion of the Company, your enrolment would automatically terminate at the end of the stated 48 months.

In case the Company extends the academic period (in writing) you will continue to be enrolled as a Scholar Trainee – Work Integrated Learning Program with WILP.

### 3. Appointment details:

We provide support to our global customers through various Company locations in India to suit customer requirements by operating 24x7. You would be operating from any of these locations and in any of the shifts, including night shift, as may be decided by the Company, keeping in mind the business needs and deliverables to customers.

### 4. Scholarship/Stipend and Benefits

During your period of enrolment, you would be entitled to a consolidated monthly scholarship.

Apart from the monthly scholarship, the Company will provide you with life & accidental insurance that would include a cover for you, the premium / cost will be taken care of by Wipro. This is a voluntary benefit offered by the Company and the details of the same are listed below.

- i. A Group Personal Accident Insurance (GPAI) coverage of **Rs.12,00,000/-**. You could also choose to get additional coverage for a nominal and highly negotiated premium. More details on the policy are available in My Policies section in myWipro, the HR portal at Wipro.
- ii. Group Life Insurance coverage of **Rs.14, 00,000/-**. This sum insured is inclusive of cover as per EDLI (Employee Deposit Linked Insurance). You can also get an extra coverage for a nominal and highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

In addition to the above, you are also eligible for medical insurance cover towards hospitalization.

You are eligible for a floater coverage of Rs.2,00,000/- per annum for family (self, spouse & children) towards hospitalization. There will be a deduction from your monthly scholarship/stipend depending on your marital/family status towards the base sum insured premium. 10% of the claim amount would need to be borne by the employee/Scholar trainee.

Base Medical insurance is to be availed by the employee as default. It is accounted for in deductions as a nominal monthly charge. Top-Up cover is voluntary and charged as applicable during renewal timelines.

If you wish to enhance the coverage, a top up cover option is also available for a highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

The below table lists down your scholarship details:

| Period      | Scholarship | ESI | Consolidated Scholarship (Rs. Per Month) |
|-------------|-------------|-----|------------------------------------------|
| First year  | 15000       | 488 | 15,488/- (*)                             |
| Second year | 17000       | 553 | 17,553/- (*)                             |
| Third year  | 19000       | 618 | 19,618/- (*)                             |
| Fourth year | 23000       | 0   | 23,000/- (*)                             |

(\*) You shall be responsible for payment of all statutory contributions, taxes, dues and levies as may be required under the relevant laws including contributions under Employees' State Insurance Corporation Act (**at 0.75% of your Scholarship**) as and when applicable to you. Such contributions, taxes, dues and levies where required, shall be deducted from your Scholarship and benefits according to applicable laws and regulations.

Your fourth-year scholarship will continue until completion of your M-Tech program. Your enrolment into the MTech academic program within 12 months from date of joining.

You shall be eligible to receive a onetime "joining bonus" of Rs.75,000 after you join Wipro along with your first month salary. All applicable taxes on the payment of this amount will be borne by you. Please note in the event you leave the organization within 12 months from the date of joining, payment processed under Joining bonus shall be recovered from the employee at the time of exit.

The enhancement of the scholarship at the end of each academic year of study will be at the discretion of the Company and subject to your satisfactory progress of study, acquisition of skills, behavior, regularity and punctuality in attendance. Your continued enrolment in the course, will be at the discretion of the Company, and is subject to satisfactory academic performance and other requirements as prescribed in the WILP portal.

In case your project performance at any stage is not found to be at par with the requirement of WILP, then you would be placed on performance improvement program (PIP). If you fail to successfully complete the PIP, the Company may at its sole discretion discontinue your enrolment in the WILP program.

#### **Book Allowance:**

A Book Allowance of Rs.1,250/- will be provided to you per semester. This allowance will be given every semester except the last semester when you will be engaged in dissertation. The allowance will be paid to you centrally along with your scholarship during the course of each semester. The allowance will be subject to tax. Book allowance is applicable and paid only when you are registered for the semester.

#### **5. Training Agreement:**

- i. This letter of enrolment is subject to the execution of a training agreement in the prescribed proforma with Wipro Limited, Sarjapur Road, Doddakannelli, Bengaluru-560035 on or before joining the program ("Training Agreement").
- ii. This Training agreement shall be for a total period of 60 Months where you will be mentored for developing your skills and knowledge. This included technical training, in various formats, both online and offline and practical experience in various projects. The Company invests on your behalf for the cost of these trainings. Should you discontinue the WILP program or your enrolment with WILP is cancelled for any reason whatsoever before the completion of 60 months from the date of joining, the training expenses of Rs.75,000/-(Rupees Seventy five thousand only) will have to be paid by you as detailed in the Training Agreement.

#### **6. PROJECT READINESS PROGRAM (PRP)**

Upon enrolment, you will have to undergo a Project Readiness Program (PRP) to prepare you to participate in projects. This is offered by Wipro's - Talent Transformation Department to all campus and off-campus selects. The broad objective of PRP is to equip you with the necessary knowledge and skills that will enable you to start working on real-life project work which is an integral part of the WILP.

#### **7. Regulations of Academic study:**

- i. You will be enrolled for M-Tech program with a renowned institution ("University") that collaborates with Wipro for WILP.
- ii. Course specialization includes but is not limited to Software Systems, Software Engineering, Information Technology, Computing Systems and Infrastructure Management, Data Analytics, IoT, Cloud, Digital & Cyber security, Embedded Systems.
- iii. Your specialization and enrolment would be decided based on prevailing business requirements and decision of the Company is final and binding.
- iv. You will not be able to change Specialization track after enrolment.
- v. Overall program duration is 4 years from date of enrolment of academic program.
- vi. As per the program structure, a WILP Scholar trainee will register and pursue 4 to 6 courses per semester over 7 semesters.
- vii. You will be required to submit a project work / dissertation in your final semester (8<sup>th</sup> semester of your program). This will enable you to advance your professional capabilities by applying concepts and techniques in projects.
- viii. Each course has multiple evaluation components. This includes an assignment component, quiz, mid-semester examination and comprehension examination. All evaluation components are mandatory for securing a pass grade in a course as prescribed by the partnering institution.

- ix. Contact classes are organized as per the handout and calendar prepared and shared by the University at the beginning of each semester. In the normal course, one session of 2 hours duration per course per contact class is organized.
- x. You will be called upon to undergo studies during the hours and days as may be fixed by the Company from time to time. Normally, the study hours would be from 9:00am to 6:00pm
- xi. The faculty will take attendance/circulate attendance sheets for every session. It is your responsibility to ensure that your attendances are recorded properly.
- xii. WILP Scholar trainees are expected to be on time for every session. Punctuality is non-negotiable and the faculty reserves the right to deny entry and attendance to late comers.
- xiii. Attending 75% of contact session is mandatory for each course to appear for examinations.
- xiv. Not attending classes for reasons like medical/on the job training /late coming/personal problems and other similar reasons would be treated as absenteeism.
- xv. Scholar trainees who fail to meet the minimum attendance criteria will not qualify for comprehension exams for any of the registered courses in that semester.
- xvi. For any reason, you are not able to meet the minimum attendance criteria or not complete the mandatory assignments / quiz / examinations in any semester, you are required to repeat the same semester as and when the next batch is organized. In such cases, rules and regulations governing academic programs at that time would be applicable. In addition, additional semesters fees are to be borne by you as prescribed by the University.
- xvii. At the end of each semester, the performance of each Scholar Trainee in a course, is specified as a letter grade which is obtained through a Relative Grading procedure
- xviii. Any Scholar trainee securing 3 or more cumulative fail grade at any point in time will be expelled from WILP Program.
- xix. The 8th semester of study is fully devoted for dissertation / project work
- xx. If a Scholar trainee's CGPA is less than 5.5, the Scholar trainee will not be permitted to register for the dissertation. He/she has to re-appear for exams and secure a CGPA of 5.5 before taking up the dissertation. Also, a Scholar trainee with an E grade in any course will not be permitted to register for the Dissertation
- xxi. Project / Dissertation work has to be carried out by each individual separately. Teamwork is not permitted.
- xxii. The dissertation has to be completed strictly as per the guidelines that are outlined by collaborating institution.
- xxiii. WILP Scholar trainees are expected to maintain decorum and discipline in line with Wipro's professional work culture and environment.
- xxiv. In cases where a Scholar trainee deviates from the expected behaviour as prescribed by the WILP and partnering institution from time to time , strict action will be taken and the decision of the WILP Team / faculty /, University would be final and binding.
- xxv. Breach of integrity will be dealt with sternly. Such Scholar trainees will be asked to discontinue their studies and also expelled from WILP program.
- xxvi. On successful completion of the study, you will be eligible to receive the M-Tech degree from the collaborating University, in recognition of your successfully completing the course.
- xxvii. All Scholar trainees of the WILP will be given testimonials at the end of the successful completion of the M-Tech degree program. The testimonial contains the timeline in the WILP and the kind of project works carried during this opportunity.

Mode of contact session, examination pattern and other academic program norms are subject to change based on the prevailing situation / University norms declared from time to time. Decision of the University would be final and binding.

## **8. Conflict of Interest:**

- i. During your enrolment period with the WILP, you will focus exclusively on the requirements of the program. In addition to your study and academic requirements, you are required to engage yourself exclusively in the work assigned by Wipro and shall not take up any independent or individual assignments (whether part time or full time, in an advisory capacity or otherwise) directly or indirectly without the express written consent of Head /

## Manager of WILP Academy

- ii. You shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any person who is involved in activities, which are or shall be in conflict with the interests of Wipro.
- iii. The Conflict of Interest Policy also refers to the need on your part, during your enrolment and for a period of one year from the cessation of your enrolment with WILP (irrespective of the circumstances of, or the reasons for, the cessation) not to solicit, induce or encourage:
  - a. Any student/scholar trainee of the WILP to abandon /withdraw their enrolment with the program or to accept enrolment and/or employment with any competitor, supplier or any customer with whom you have a connection.
  - b. Any employee of Wipro to terminate their employment with Wipro or to accept employment with any competitor, supplier or any customer with whom you have a connection.
  - c. Any customer or vendor of Wipro to move their existing business with Wipro to a third party or to terminate their business relationship with Wipro.
  - d. Any existing employee and/or student of WILP to become associated with, or perform services of any type for any third party.
- iv. In case of any conflict or doubt, please discuss the matter with Head / Manager of WILP, to understand Wipro's position on this and resolve the conflict.

## 9. Obligation and Responsibilities:

- i. During the study period you will be governed by the WILP regulations and instructions as may be modified, from time to time, in relation to conduct, discipline and other matters.
- ii. During your study as part of WILP, Company expects you to undergo study in the area in which you are placed, with a high standard of initiative and efficiency. This is critical and Company has zero tolerance towards any deviations.
- iii. You would not be allowed to seek membership of any local or public body without the written approval from the Head / Manager of WILP.
- iv. During the study period and thereafter, you would not be allowed to give out to anyone in writing or by word of mouth or otherwise, particulars or details of work - process, technical know-how, research carried out, security arrangements, or administrative and/or organizational matters of confidential or secret nature which you may come across during your academic study or become known to you by virtue of your undergoing study under WILP or otherwise.
- v. You are bound by all regulations, instructions and policies of the WILP and Wipro. These are updated / modified on a periodic basis and new policies may be introduced and notified to Scholar trainees from time to time and you will be bound to comply with the same.
- vi. In consideration of the opportunities, trainings and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by WILP/Wipro and in the course of your association with WILP. This covenant shall endure during your association and beyond the cessation of your association with WILP (irrespective of the circumstances of, or the reasons for, the cessation).
- vii. In connection with your association with Wipro as part of the WILP and during the term of your association upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business or academic session hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

During the period of academic study, if you develop or conceptualize inventions, ideas, concepts, discoveries, techniques and improvements (including without limitation computer software) solely or jointly with others in relation to the operation of the WILP / Wipro, such developments will be fully communicated to the WILP academy and will be the sole intellectual property of Wipro. You agree to cooperate in the execution of documents to facilitate the assignment of such intellectual property when required.

## 10. Confidentiality:

- i. In consideration of the opportunities, training and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by Wipro and in the course of your enrolment. This covenant shall endure during your enrolment and beyond the cessation of your enrolment with Wipro (irrespective of the circumstances of, or the reasons for, the cessation).
- ii. During your training on projects at Wipro, you will be expected not to use or disclose any confidential information, including trade secrets, of any former employer (if any) or other person with whom you have an obligation of confidentiality and by signing below you affirm that you have no conflicting obligations or non-compete agreements that would prevent you from working without limitation for Wipro.

## **11. Assignment of Intellectual Property**

In connection with your enrolment and during the term of your enrolment, upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

## **12. Posting**

During the initial study period, initially you would be made familiar with Wipro, but you may if needed be re-assigned or transferred to another division, department, establishment or new location where Wipro, has its office or operation and WILP classes are running in the particular location, in India, without enhancing the scholarship amount. On placement of this nature, you will also be governed by the disciplinary rules and regulations as applicable in that unit/branch. You may also be placed in any sister company of Wipro, for practical studies.

## **13. Misconduct:**

- i. In case you are charged with any misconduct or disciplinary issue during your study period, your enrolment with WILP may be temporarily placed on suspension without payment of scholarship amount, for such period as Wipro may deem fit. If the charges against you are proved to be true, your enrolment may be immediately cancelled, without any notice or payment of scholarship in lieu of notice notwithstanding any clause of this letter of enrolment. It is clarified that this clause is without prejudice to Wipro's rights to enforce the Training Agreement duly signed by you even after cancellation of your enrolment for whatever reasons as the case may be.
- ii. Notwithstanding the condition regarding written notice of termination and without prejudice to Wipro's right to enforce the Training agreement, Wipro shall have the right to terminate your academic study without any notice or payment of scholarship in lieu thereof, if any declaration given or information furnished by you to WILP/ Wipro is found to be false or if you are found to have willfully suppressed any material information.

**Please note that at any stage, whether during your selection process or upon enrolment with the WILP, if it is brought to our notice that you have indulged in malpractices or used illegal means to clear your online assessment, Wipro shall withdraw or revoke the enrolment and cancel the same with immediate effect and we reserve our rights to take suitable action against you as we may deem fit.**

## **14. Cancellation of Enrolment:**

Notwithstanding any of the clauses of this letter of enrolment, Company reserves the right at its sole discretion to cancel this enrolment during the study period without assigning any reason, by giving one month's (30 days) notice or one month's scholarship/stipend in lieu of notice.

## **15. Study Hours:**

- i. As a Scholar Trainee – Work Integrated Learning Program, you will be called upon to undergo studies during the hours and days as may be fixed by WILP from time to time as per the University requirements.
- ii. You would be assigned to any of the locations and any project work as part of your WILP as may be decided by the Company.
- iii. The full day lecture sessions will be held at any of Wipro's other establishments/outsourced venue. You may also be called upon to attend academic study as and when required on holidays, as may be scheduled in accordance with the convenience of the organizing team of the WILP.
- iv. The university will plan contact classes in multiple format to suit the project work situations and university guidelines such as contact classes in ILT (instructor Led training) and / or VILT (virtual Instructor Led Training and Self-Directed / Recorded lecture sessions).



## 16. General:

- i. This letter of enrolment is subject to the condition that you have not provided us with any false declaration or wilfully suppressed any material information. If you have, you will be liable for cancellation of enrolment from the WILP without any prior notice.
- ii. The terms of this letter of enrolment may be specifically enforced legally, if required. In this connection, if any of the provisions of this letter are declared or found to be void or unenforceable due to any reason whatsoever, the remaining provisions of this letter shall continue in full force and effect.
- iii. These enrolment terms supersede and replace any existing agreement or understanding, if any, between Wipro and you relating to the same subject matter.
- iv. You warrant that you are not prevented by a court or by any other administrative or judicial order from enrolling under this agreement. In the event that you are not a citizen of the country of posting, you should have a valid work permit to work in the country of posting.
- v. During the period of enrolment you are required to comply with all policies of WILP and Wipro. These policies are updated / modified on a periodic basis and new policies may be introduced and notified to the Scholar Trainees from time to time. You agree to comply with all policies as modified from time to time.

## 17. On Completion/Cancellation of Academic Program:

- i. On Completion of the academic program or cancellation of your enrolment , as the case may be, you will immediately surrender to Wipro/ the Academy all specifications, formulae, documents, literature, drawings or records, etc. belonging to Wipro/ the Academy or relating to its business and shall not make or retain any copies of these items.
- ii. You are not eligible to receive testimonial certificate if you do not successfully complete the academic study in accordance with this letter of enrolment and the study scheme formulated by the Academy.
- iii. Wipro reserves the right to offer employment at its sole discretion to a Scholar trainee on successful and satisfactory completion of the academic study.

## 18. Acceptance of Enrolment Letter:

Upon accepting the above terms and conditions, you are required to return the duplicate of this letter of enrolment, duly signed by you as a token of your acceptance on the day of joining WILP program.

Please confirm that the above terms are acceptable to you and that you accept the enrolment by signing a copy of this letter of enrolment and submit the same on the date of joining.

## 19. Work Allocation:

As part of your work responsibilities, you may be assigned to work on certain projects/accounts or other assignments as may be deemed fit by the Company in its sole discretion. Refusal to accept and deliver on such assignments shall be treated as a refusal to work and may result in termination of your employment or other disciplinary action.

Yours sincerely,

For **Wipro Limited**,



**Aparna Shailen**  
**General Manager - Human Resources**

I have read, understood and agree to accept the enrolment on the terms and conditions herein.

I shall be present for the induction session on

## **ANNEXURE I**

### **CONFIRMATION ON SHARING PERSONAL INFORMATION (AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT, 2000)**

I Radheshyam Thakur, confirm that I am voluntarily sharing my Personal Information with Wipro Limited ('Wipro') being a part of WILP of Wipro for the following purposes:

- a. validating my application form and retaining records on the same for any future reference/verification;
- b. processing my application form including background verification checks;
- c. academic study related actions including record keeping, processing scholarship advance and benefits and any action required in the context of my enrolment with Wipro, being a part of WILP.

In this context, I also agree to the retention of such Personal Information by Wipro for any future reference/verification and authorize Wipro to transfer the same to a third party.

I understand that 'Personal Information' means any information, relating to me that is available with Wipro and is capable of identifying me."

## **ANNEXURE II**

I hereby confirm that I shall submit the required academic certificate including but not limited to mark sheet and Provisional or Convocation Degree Certificate within 3 months from my date of joining. I understand that my enrolment is subject to my aggregate meeting the Wipro eligibility criteria and submission of the above mentioned documents.

I hereby declare that all the particulars mentioned above are true to the best of my knowledge. In the event of my failure to submit the above mentioned documents or in case of any discrepancy, I shall be liable for termination of my enrolment with Wipro.

## **ANNEXURE – III**

### **INITIAL INDUCTION PROGRAM**

The Talent Transformation team at Wipro groom's campus selects to help them face the challenges of the corporate world.

A holistic 360 degree approach to training is adopted and helps them hone their fundamental computer skills followed by insights into Wipro businesses, process, technology and behavioural skills.

To understand and appreciate the mindset of the young Trainees and ensure that the transformation is smooth, the induction program is done by a team of dedicated professionals who have exposure to the academic and corporate sectors alike. Project Readiness Program (PRP) is a training program designed to address the basic learning needs of the Trainees.

#### **Corporate Readiness Program - CRP**

The CRP program is focused on making young Trainees comfortable in a corporate environment. This program starts with a corporate induction.

"EMERGE" a behavioural skills building training program ensures that the fresh Trainee start feeling at ease in the "corporate world". This activity based behavioural intervention informs the new entrants about the corporate work culture and business etiquette.

#### **Technology Readiness Program - TRP**

The technology training provides critical technical skills required to work on projects allocated to Trainees and prepare to face the demands of the project world. We begin doing this by familiarizing with Wipro's businesses and work environment.

The methodology of training is "Project Based Learning" (PBL) approach, the entire learning is designed around a series of projects that the recruits are expected to complete individually by learning and applying various topics required to complete the project. Starting with individual projects, the PBL approach ends with recruits working on a team project.

## **ANNEXURE – IV**

I have read and understood the terms of my enrolment letter. I agree and acknowledge that I am a Student/Scholar trainee with Wipro's WILP. I further undertake that I shall not represent to any person within Wipro or any other third

party that I am an employee of Wipro Ltd and I fully understand that such false representation shall entail severe disciplinary action including immediate cancellation of my enrolment.

### **Travel, Accommodation, Food & Other Miscellaneous Expenses**

#### **Travel**

- i. You would be entitled for Rs. 1500 from the date of appointment as a lump sum amount that will be credited with your first month stipend. You may utilize this amount towards Travel and you would not need to submit bills towards usage of this amount.
- ii. There is no provision for reimbursement/allowance towards any expenses incurred in lieu of attending training or classes at different locations in the same city.

#### **Accommodation, Food & other Miscellaneous Expenses**

- i. You would be entitled for Rs.400 per day for 8 days (total amount of Rs.3,200) from the date of joining. You may utilize this amount towards accommodation, food & other miscellaneous expenses. This would be paid as a lump sum amount that will be credited with your first month stipend and you would not need to submit bills towards usage of this amount.
- ii. If your posting location (the location where you would be based out of after training) is different from the training location (location where you undergo initial training), you would be entitled for the following:  
  
Settlement and Miscellaneous Expenses: Rs.1200 per day for 7 days (total amount of Rs. 8,400) from the date of reporting to the posting location. You may utilize this amount towards boarding, lodging, conveyance & other miscellaneous expenses.
- iii. Any location change after reporting to posting location will be treated as relocation/transfer and will be covered under the Transfer policy for Team Rainbow. For details you can refer the policy at myWipro-> My Policies -> India->My Travel>Transfer Policy-Team Rainbow.
- iv. Campus joiners would not be eligible for accommodation at the Wipro guest houses.

**Please note in the event that the employee leaves the organization within 6 months from the date of joining, all payments processed under Joining & Relocation Entitlements shall be recovered from the employee at the time of exit.**

**Skill Preferences 1 :** [DAAI -Cloud & Digital Database](#)

**Location Preferences 1 :** [Bangalore](#)

**Skill Preferences 2 :** [CEP-SAP-ABAP](#)

**Location Preferences 2 :** [Mysore](#)

**Skill Preferences 3 :** [Python App](#)

**Location Preferences 3 :** [Chennai](#)

☒ Accept ☐ Decline

☒ **Signature** [Radheshyam Thakur 25/1/2023 10:00 PM](#)

(checking the checkbox above is equivalent to a handwritten signature)

Registered Office:

**Wipro  
Limited**

**T** :+91 (80) 2844 0011

Doddakannelli

**F** :+91 (80) 2844 0054

Sarjapur  
Road

**E** :info@wipro.com

Bengaluru  
560 035

**W** :wipro.com

India

**C** :L32102KA1945PLC020800

26168298



## Welcome to Wipro's Work Integrated Learning Program ("WILP")

**Work Integrated Learning Programme**  
**Wipro Limited, Dodda Kannelli**  
**Sarjapur Road, Bengaluru - 560 035.**  
**Phone: (080) 28440011/12, Fax: (080) 28440256**

Dear RIDEN SHRESTHA,

### **Sub: Enrolment letter to Wipro's Work Integrated Learning Program ("WILP") as Scholar Trainee – Work Integrated Learning Program**

Welcome to WILP!

With reference to your application, it is our pleasure to enroll you as a Scholar Trainee – Work Integrated Learning Program. This is a scholarship program customized as a robust academic and training program which will enable you to obtain M-Tech degree from one of the premier engineering institution / University in India.

The duration of the academic program shall be 48 months from the **date of enrolment to the academic program**. You will be enrolled into the academic program within 12 months from date of joining. Your date of joining will be intimated through a separate communication.

We hope you enjoy the learning with WILP and have an enriching experience being a part of Wipro Limited ("Wipro or "Company").

Please read through the terms and conditions of your enrolment as provided below.

We look forward to having a long and fruitful relationship with you at WILP, Wish you all the best!

Yours sincerely,  
For **Wipro Limited**,

**Aparna Shailen**  
**General Manager - Human Resources**

#### **Endorsement**

I accept the enrolment and the terms and conditions thereof as specified below. I shall report for undergoing study on

#### **Terms & Conditions of Scholarship**

##### **1. PROFILE:**

You have been selected to be a part of Wipro's WILP and are enrolled as a Scholar Trainee- Work Integrated Learning Program. Upon joining WILP, you will have to undergo a "Project Readiness Program" ('PRP') that prepares you to participate in projects at the Company as part of this learning program. This robust academic program will also enable you to obtain **M-Tech degree from one of the premier engineering Institution / University** upon successful completion of the course.

##### **2. DURATION:**

The duration of your academic program will be for a period of 48 months from the date of enrolment to the academic program. You will be enrolled into the academic program within 12 months from date of joining. Unless the Company extends the period of your study in writing, which is done solely at the discretion of the Company, your enrolment would automatically terminate at the end of the stated 48 months.

In case the Company extends the academic period (in writing) you will continue to be enrolled as a Scholar Trainee – Work Integrated Learning Program with WILP.

### 3. Appointment details:

We provide support to our global customers through various Company locations in India to suit customer requirements by operating 24x7. You would be operating from any of these locations and in any of the shifts, including night shift, as may be decided by the Company, keeping in mind the business needs and deliverables to customers.

### 4. Scholarship/Stipend and Benefits

During your period of enrolment, you would be entitled to a consolidated monthly scholarship.

Apart from the monthly scholarship, the Company will provide you with life & accidental insurance that would include a cover for you, the premium / cost will be taken care of by Wipro. This is a voluntary benefit offered by the Company and the details of the same are listed below.

- i. A Group Personal Accident Insurance (GPAI) coverage of **Rs.12,00,000/-**. You could also choose to get additional coverage for a nominal and highly negotiated premium. More details on the policy are available in My Policies section in myWipro, the HR portal at Wipro.
- ii. Group Life Insurance coverage of **Rs.14, 00,000/-**. This sum insured is inclusive of cover as per EDLI (Employee Deposit Linked Insurance). You can also get an extra coverage for a nominal and highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

In addition to the above, you are also eligible for medical insurance cover towards hospitalization.

You are eligible for a floater coverage of Rs.2,00,000/- per annum for family (self, spouse & children) towards hospitalization. There will be a deduction from your monthly scholarship/stipend depending on your marital/family status towards the base sum insured premium. 10% of the claim amount would need to be borne by the employee/Scholar trainee.

Base Medical insurance is to be availed by the employee as default. It is accounted for in deductions as a nominal monthly charge. Top-Up cover is voluntary and charged as applicable during renewal timelines.

If you wish to enhance the coverage, a top up cover option is also available for a highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

The below table lists down your scholarship details:

| Period      | Scholarship | ESI | Consolidated Scholarship (Rs. Per Month) |
|-------------|-------------|-----|------------------------------------------|
| First year  | 15000       | 488 | 15,488/- (*)                             |
| Second year | 17000       | 553 | 17,553/- (*)                             |
| Third year  | 19000       | 618 | 19,618/- (*)                             |
| Fourth year | 23000       | 0   | 23,000/- (*)                             |

(\*) You shall be responsible for payment of all statutory contributions, taxes, dues and levies as may be required under the relevant laws including contributions under Employees' State Insurance Corporation Act (**at 0.75% of your Scholarship**) as and when applicable to you. Such contributions, taxes, dues and levies where required, shall be deducted from your Scholarship and benefits according to applicable laws and regulations.

Your fourth-year scholarship will continue until completion of your M-Tech program. Your enrolment into the MTech academic program within 12 months from date of joining.

You shall be eligible to receive a onetime "joining bonus" of Rs.75,000 after you join Wipro along with your first month salary. All applicable taxes on the payment of this amount will be borne by you. Please note in the event you leave the organization within 12 months from the date of joining, payment processed under Joining bonus shall be recovered from the employee at the time of exit.

The enhancement of the scholarship at the end of each academic year of study will be at the discretion of the Company and subject to your satisfactory progress of study, acquisition of skills, behavior, regularity and punctuality in attendance. Your continued enrolment in the course, will be at the discretion of the Company, and is subject to satisfactory academic performance and other requirements as prescribed in the WILP portal.

In case your project performance at any stage is not found to be at par with the requirement of WILP, then you would be placed on performance improvement program (PIP). If you fail to successfully complete the PIP, the Company may at its sole discretion discontinue your enrolment in the WILP program.

#### **Book Allowance:**

A Book Allowance of Rs.1,250/- will be provided to you per semester. This allowance will be given every semester except the last semester when you will be engaged in dissertation. The allowance will be paid to you centrally along with your scholarship during the course of each semester. The allowance will be subject to tax. Book allowance is applicable and paid only when you are registered for the semester.

#### **5. Training Agreement:**

- i. This letter of enrolment is subject to the execution of a training agreement in the prescribed proforma with Wipro Limited, Sarjapur Road, Doddakannelli, Bengaluru-560035 on or before joining the program ("Training Agreement").
- ii. This Training agreement shall be for a total period of 60 Months where you will be mentored for developing your skills and knowledge. This included technical training, in various formats, both online and offline and practical experience in various projects. The Company invests on your behalf for the cost of these trainings. Should you discontinue the WILP program or your enrolment with WILP is cancelled for any reason whatsoever before the completion of 60 months from the date of joining, the training expenses of Rs.75,000/-(Rupees Seventy five thousand only) will have to be paid by you as detailed in the Training Agreement.

#### **6. PROJECT READINESS PROGRAM (PRP)**

Upon enrolment, you will have to undergo a Project Readiness Program (PRP) to prepare you to participate in projects. This is offered by Wipro's - Talent Transformation Department to all campus and off-campus selects. The broad objective of PRP is to equip you with the necessary knowledge and skills that will enable you to start working on real-life project work which is an integral part of the WILP.

#### **7. Regulations of Academic study:**

- i. You will be enrolled for M-Tech program with a renowned institution ("University") that collaborates with Wipro for WILP.
- ii. Course specialization includes but is not limited to Software Systems, Software Engineering, Information Technology, Computing Systems and Infrastructure Management, Data Analytics, IoT, Cloud, Digital & Cyber security, Embedded Systems.
- iii. Your specialization and enrolment would be decided based on prevailing business requirements and decision of the Company is final and binding.
- iv. You will not be able to change Specialization track after enrolment.
- v. Overall program duration is 4 years from date of enrolment of academic program.
- vi. As per the program structure, a WILP Scholar trainee will register and pursue 4 to 6 courses per semester over 7 semesters.
- vii. You will be required to submit a project work / dissertation in your final semester (8<sup>th</sup> semester of your program). This will enable you to advance your professional capabilities by applying concepts and techniques in projects.
- viii. Each course has multiple evaluation components. This includes an assignment component, quiz, mid-semester examination and comprehension examination. All evaluation components are mandatory for securing a pass grade in a course as prescribed by the partnering institution.

- ix. Contact classes are organized as per the handout and calendar prepared and shared by the University at the beginning of each semester. In the normal course, one session of 2 hours duration per course per contact class is organized.
- x. You will be called upon to undergo studies during the hours and days as may be fixed by the Company from time to time. Normally, the study hours would be from 9:00am to 6:00pm
- xi. The faculty will take attendance/circulate attendance sheets for every session. It is your responsibility to ensure that your attendances are recorded properly.
- xii. WILP Scholar trainees are expected to be on time for every session. Punctuality is non-negotiable and the faculty reserves the right to deny entry and attendance to late comers.
- xiii. Attending 75% of contact session is mandatory for each course to appear for examinations.
- xiv. Not attending classes for reasons like medical/on the job training /late coming/personal problems and other similar reasons would be treated as absenteeism.
- xv. Scholar trainees who fail to meet the minimum attendance criteria will not qualify for comprehension exams for any of the registered courses in that semester.
- xvi. For any reason, you are not able to meet the minimum attendance criteria or not complete the mandatory assignments / quiz / examinations in any semester, you are required to repeat the same semester as and when the next batch is organized. In such cases, rules and regulations governing academic programs at that time would be applicable. In addition, additional semesters fees are to be borne by you as prescribed by the University.
- xvii. At the end of each semester, the performance of each Scholar Trainee in a course, is specified as a letter grade which is obtained through a Relative Grading procedure
- xviii. Any Scholar trainee securing 3 or more cumulative fail grade at any point in time will be expelled from WILP Program.
- xix. The 8th semester of study is fully devoted for dissertation / project work
- xx. If a Scholar trainee's CGPA is less than 5.5, the Scholar trainee will not be permitted to register for the dissertation. He/she has to re-appear for exams and secure a CGPA of 5.5 before taking up the dissertation. Also, a Scholar trainee with an E grade in any course will not be permitted to register for the Dissertation
- xxi. Project / Dissertation work has to be carried out by each individual separately. Teamwork is not permitted.
- xxii. The dissertation has to be completed strictly as per the guidelines that are outlined by collaborating institution.
- xxiii. WILP Scholar trainees are expected to maintain decorum and discipline in line with Wipro's professional work culture and environment.
- xxiv. In cases where a Scholar trainee deviates from the expected behaviour as prescribed by the WILP and partnering institution from time to time , strict action will be taken and the decision of the WILP Team / faculty /, University would be final and binding.
- xxv. Breach of integrity will be dealt with sternly. Such Scholar trainees will be asked to discontinue their studies and also expelled from WILP program.
- xxvi. On successful completion of the study, you will be eligible to receive the M-Tech degree from the collaborating University, in recognition of your successfully completing the course.
- xxvii. All Scholar trainees of the WILP will be given testimonials at the end of the successful completion of the M-Tech degree program. The testimonial contains the timeline in the WILP and the kind of project works carried during this opportunity.

Mode of contact session, examination pattern and other academic program norms are subject to change based on the prevailing situation / University norms declared from time to time. Decision of the University would be final and binding.

## **8. Conflict of Interest:**

- i. During your enrolment period with the WILP, you will focus exclusively on the requirements of the program. In addition to your study and academic requirements, you are required to engage yourself exclusively in the work assigned by Wipro and shall not take up any independent or individual assignments (whether part time or full time, in an advisory capacity or otherwise) directly or indirectly without the express written consent of Head /

## Manager of WILP Academy

- ii. You shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any person who is involved in activities, which are or shall be in conflict with the interests of Wipro.
- iii. The Conflict of Interest Policy also refers to the need on your part, during your enrolment and for a period of one year from the cessation of your enrolment with WILP (irrespective of the circumstances of, or the reasons for, the cessation) not to solicit, induce or encourage:
  - a. Any student/scholar trainee of the WILP to abandon /withdraw their enrolment with the program or to accept enrolment and/or employment with any competitor, supplier or any customer with whom you have a connection.
  - b. Any employee of Wipro to terminate their employment with Wipro or to accept employment with any competitor, supplier or any customer with whom you have a connection.
  - c. Any customer or vendor of Wipro to move their existing business with Wipro to a third party or to terminate their business relationship with Wipro.
  - d. Any existing employee and/or student of WILP to become associated with, or perform services of any type for any third party.
- iv. In case of any conflict or doubt, please discuss the matter with Head / Manager of WILP, to understand Wipro's position on this and resolve the conflict.

## 9. Obligation and Responsibilities:

- i. During the study period you will be governed by the WILP regulations and instructions as may be modified, from time to time, in relation to conduct, discipline and other matters.
- ii. During your study as part of WILP, Company expects you to undergo study in the area in which you are placed, with a high standard of initiative and efficiency. This is critical and Company has zero tolerance towards any deviations.
- iii. You would not be allowed to seek membership of any local or public body without the written approval from the Head / Manager of WILP.
- iv. During the study period and thereafter, you would not be allowed to give out to anyone in writing or by word of mouth or otherwise, particulars or details of work - process, technical know-how, research carried out, security arrangements, or administrative and/or organizational matters of confidential or secret nature which you may come across during your academic study or become known to you by virtue of your undergoing study under WILP or otherwise.
- v. You are bound by all regulations, instructions and policies of the WILP and Wipro. These are updated / modified on a periodic basis and new policies may be introduced and notified to Scholar trainees from time to time and you will be bound to comply with the same.
- vi. In consideration of the opportunities, trainings and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by WILP/Wipro and in the course of your association with WILP. This covenant shall endure during your association and beyond the cessation of your association with WILP (irrespective of the circumstances of, or the reasons for, the cessation).
- vii. In connection with your association with Wipro as part of the WILP and during the term of your association upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business or academic session hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

During the period of academic study, if you develop or conceptualize inventions, ideas, concepts, discoveries, techniques and improvements (including without limitation computer software) solely or jointly with others in relation to the operation of the WILP / Wipro, such developments will be fully communicated to the WILP academy and will be the sole intellectual property of Wipro. You agree to cooperate in the execution of documents to facilitate the assignment of such intellectual property when required.

## 10. Confidentiality:



- i. In consideration of the opportunities, training and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by Wipro and in the course of your enrolment. This covenant shall endure during your enrolment and beyond the cessation of your enrolment with Wipro (irrespective of the circumstances of, or the reasons for, the cessation).
- ii. During your training on projects at Wipro, you will be expected not to use or disclose any confidential information, including trade secrets, of any former employer (if any) or other person with whom you have an obligation of confidentiality and by signing below you affirm that you have no conflicting obligations or non-compete agreements that would prevent you from working without limitation for Wipro.

## **11. Assignment of Intellectual Property**

In connection with your enrolment and during the term of your enrolment, upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

## **12. Posting**

During the initial study period, initially you would be made familiar with Wipro, but you may if needed be re-assigned or transferred to another division, department, establishment or new location where Wipro, has its office or operation and WILP classes are running in the particular location, in India, without enhancing the scholarship amount. On placement of this nature, you will also be governed by the disciplinary rules and regulations as applicable in that unit/branch. You may also be placed in any sister company of Wipro, for practical studies.

## **13. Misconduct:**

- i. In case you are charged with any misconduct or disciplinary issue during your study period, your enrolment with WILP may be temporarily placed on suspension without payment of scholarship amount, for such period as Wipro may deem fit. If the charges against you are proved to be true, your enrolment may be immediately cancelled, without any notice or payment of scholarship in lieu of notice notwithstanding any clause of this letter of enrolment. It is clarified that this clause is without prejudice to Wipro's rights to enforce the Training Agreement duly signed by you even after cancellation of your enrolment for whatever reasons as the case may be.
- ii. Notwithstanding the condition regarding written notice of termination and without prejudice to Wipro's right to enforce the Training agreement, Wipro shall have the right to terminate your academic study without any notice or payment of scholarship in lieu thereof, if any declaration given or information furnished by you to WILP/ Wipro is found to be false or if you are found to have willfully suppressed any material information.

**Please note that at any stage, whether during your selection process or upon enrolment with the WILP, if it is brought to our notice that you have indulged in malpractices or used illegal means to clear your online assessment, Wipro shall withdraw or revoke the enrolment and cancel the same with immediate effect and we reserve our rights to take suitable action against you as we may deem fit.**

## **14. Cancellation of Enrolment:**

Notwithstanding any of the clauses of this letter of enrolment, Company reserves the right at its sole discretion to cancel this enrolment during the study period without assigning any reason, by giving one month's (30 days) notice or one month's scholarship/stipend in lieu of notice.

## **15. Study Hours:**

- i. As a Scholar Trainee – Work Integrated Learning Program, you will be called upon to undergo studies during the hours and days as may be fixed by WILP from time to time as per the University requirements.
- ii. You would be assigned to any of the locations and any project work as part of your WILP as may be decided by the Company.
- iii. The full day lecture sessions will be held at any of Wipro's other establishments/outourced venue. You may also be called upon to attend academic study as and when required on holidays, as may be scheduled in accordance with the convenience of the organizing team of the WILP.
- iv. The university will plan contact classes in multiple format to suit the project work situations and university guidelines such as contact classes in ILT (instructor Led training) and / or VILT (virtual Instructor Led Training and Self-Directed / Recorded lecture sessions).

## 16. General:

- i. This letter of enrolment is subject to the condition that you have not provided us with any false declaration or wilfully suppressed any material information. If you have, you will be liable for cancellation of enrolment from the WILP without any prior notice.
- ii. The terms of this letter of enrolment may be specifically enforced legally, if required. In this connection, if any of the provisions of this letter are declared or found to be void or unenforceable due to any reason whatsoever, the remaining provisions of this letter shall continue in full force and effect.
- iii. These enrolment terms supersede and replace any existing agreement or understanding, if any, between Wipro and you relating to the same subject matter.
- iv. You warrant that you are not prevented by a court or by any other administrative or judicial order from enrolling under this agreement. In the event that you are not a citizen of the country of posting, you should have a valid work permit to work in the country of posting.
- v. During the period of enrolment you are required to comply with all policies of WILP and Wipro. These policies are updated / modified on a periodic basis and new policies may be introduced and notified to the Scholar Trainees from time to time. You agree to comply with all policies as modified from time to time.

## 17. On Completion/Cancellation of Academic Program:

- i. On Completion of the academic program or cancellation of your enrolment , as the case may be, you will immediately surrender to Wipro/ the Academy all specifications, formulae, documents, literature, drawings or records, etc. belonging to Wipro/ the Academy or relating to its business and shall not make or retain any copies of these items.
- ii. You are not eligible to receive testimonial certificate if you do not successfully complete the academic study in accordance with this letter of enrolment and the study scheme formulated by the Academy.
- iii. Wipro reserves the right to offer employment at its sole discretion to a Scholar trainee on successful and satisfactory completion of the academic study.

## 18. Acceptance of Enrolment Letter:

Upon accepting the above terms and conditions, you are required to return the duplicate of this letter of enrolment, duly signed by you as a token of your acceptance on the day of joining WILP program.

Please confirm that the above terms are acceptable to you and that you accept the enrolment by signing a copy of this letter of enrolment and submit the same on the date of joining.

## 19. Work Allocation:

As part of your work responsibilities, you may be assigned to work on certain projects/accounts or other assignments as may be deemed fit by the Company in its sole discretion. Refusal to accept and deliver on such assignments shall be treated as a refusal to work and may result in termination of your employment or other disciplinary action.

Yours sincerely,

For **Wipro Limited**,



**Aparna Shailen**  
**General Manager - Human Resources**

I have read, understood and agree to accept the enrolment on the terms and conditions herein.

I shall be present for the induction session on

## **ANNEXURE I**

### **CONFIRMATION ON SHARING PERSONAL INFORMATION (AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT, 2000)**

I Radheshyam Thakur, confirm that I am voluntarily sharing my Personal Information with Wipro Limited ('Wipro') being a part of WILP of Wipro for the following purposes:

- a. validating my application form and retaining records on the same for any future reference/verification;
- b. processing my application form including background verification checks;
- c. academic study related actions including record keeping, processing scholarship advance and benefits and any action required in the context of my enrolment with Wipro, being a part of WILP.

In this context, I also agree to the retention of such Personal Information by Wipro for any future reference/verification and authorize Wipro to transfer the same to a third party.

I understand that 'Personal Information' means any information, relating to me that is available with Wipro and is capable of identifying me."

## **ANNEXURE II**

I hereby confirm that I shall submit the required academic certificate including but not limited to mark sheet and Provisional or Convocation Degree Certificate within 3 months from my date of joining. I understand that my enrolment is subject to my aggregate meeting the Wipro eligibility criteria and submission of the above mentioned documents.

I hereby declare that all the particulars mentioned above are true to the best of my knowledge. In the event of my failure to submit the above mentioned documents or in case of any discrepancy, I shall be liable for termination of my enrolment with Wipro.

## **ANNEXURE – III**

### **INITIAL INDUCTION PROGRAM**

The Talent Transformation team at Wipro groom's campus selects to help them face the challenges of the corporate world.

A holistic 360 degree approach to training is adopted and helps them hone their fundamental computer skills followed by insights into Wipro businesses, process, technology and behavioural skills.

To understand and appreciate the mindset of the young Trainees and ensure that the transformation is smooth, the induction program is done by a team of dedicated professionals who have exposure to the academic and corporate sectors alike. Project Readiness Program (PRP) is a training program designed to address the basic learning needs of the Trainees.

#### **Corporate Readiness Program - CRP**

The CRP program is focused on making young Trainees comfortable in a corporate environment. This program starts with a corporate induction.

"EMERGE" a behavioural skills building training program ensures that the fresh Trainee start feeling at ease in the "corporate world". This activity based behavioural intervention informs the new entrants about the corporate work culture and business etiquette.

#### **Technology Readiness Program - TRP**

The technology training provides critical technical skills required to work on projects allocated to Trainees and prepare to face the demands of the project world. We begin doing this by familiarizing with Wipro's businesses and work environment.

The methodology of training is "Project Based Learning" (PBL) approach, the entire learning is designed around a series of projects that the recruits are expected to complete individually by learning and applying various topics required to complete the project. Starting with individual projects, the PBL approach ends with recruits working on a team project.

## **ANNEXURE – IV**

I have read and understood the terms of my enrolment letter. I agree and acknowledge that I am a Student/Scholar trainee with Wipro's WILP. I further undertake that I shall not represent to any person within Wipro or any other third

party that I am an employee of Wipro Ltd and I fully understand that such false representation shall entail severe disciplinary action including immediate cancellation of my enrolment.

### **Travel, Accommodation, Food & Other Miscellaneous Expenses**

#### **Travel**

- i. You would be entitled for Rs. 1500 from the date of appointment as a lump sum amount that will be credited with your first month stipend. You may utilize this amount towards Travel and you would not need to submit bills towards usage of this amount.
- ii. There is no provision for reimbursement/allowance towards any expenses incurred in lieu of attending training or classes at different locations in the same city.

#### **Accommodation, Food & other Miscellaneous Expenses**

- i. You would be entitled for Rs.400 per day for 8 days (total amount of Rs.3,200) from the date of joining. You may utilize this amount towards accommodation, food & other miscellaneous expenses. This would be paid as a lump sum amount that will be credited with your first month stipend and you would not need to submit bills towards usage of this amount.
- ii. If your posting location (the location where you would be based out of after training) is different from the training location (location where you undergo initial training), you would be entitled for the following:  
  
Settlement and Miscellaneous Expenses: Rs.1200 per day for 7 days (total amount of Rs. 8,400) from the date of reporting to the posting location. You may utilize this amount towards boarding, lodging, conveyance & other miscellaneous expenses.
- iii. Any location change after reporting to posting location will be treated as relocation/transfer and will be covered under the Transfer policy for Team Rainbow. For details you can refer the policy at myWipro-> My Policies -> India->My Travel>Transfer Policy-Team Rainbow.
- iv. Campus joiners would not be eligible for accommodation at the Wipro guest houses.

**Please note in the event that the employee leaves the organization within 6 months from the date of joining, all payments processed under Joining & Relocation Entitlements shall be recovered from the employee at the time of exit.**

**Skill Preferences 1 :** [DAAI -Cloud & Digital Database](#)

**Location Preferences 1 :** [Bangalore](#)

**Skill Preferences 2 :** [CEP-SAP-ABAP](#)

**Location Preferences 2 :** [Mysore](#)

**Skill Preferences 3 :** [Python App](#)

**Location Preferences 3 :** [Chennai](#)

☒ Accept ☐ Decline

☒ **Signature** [Radheshyam Thakur 25/1/2023 10:00 PM](#)

(checking the checkbox above is equivalent to a handwritten signature)

Registered Office:

**Wipro  
Limited**

**T** :+91 (80) 2844 0011

Doddakannelli

**F** :+91 (80) 2844 0054

Sarjapur  
Road

**E** :info@wipro.com

Bengaluru  
560 035

**W** :wipro.com

India

**C** :L32102KA1945PLC020800

26168298



**Offer: Computer Consultancy**

**Ref: TCSL/DT20228278623/Bangalore**

**Date: 8/9/2022**

Dear Rishabh Menon

**Sub: Letter of Offer**

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade **Y**. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be **375000/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year. Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &



Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

## **COMPENSATION AND BENEFITS**

### **BASIC SALARY**

You will be eligible for a basic salary of `14,784/- per month.

### **BOUQUET OF BENEFITS (BoB)**

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

#### **1. House Rent Allowance (HRA)**

Your HRA will be `5,914/- per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

#### **2. Leave Travel Allowance**

You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

#### **3. Food Card**

You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias. As per the Pre-Defined structure you will be eligible for a Food Card with an amount of `500/- being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.



## **PERFORMANCE PAY**

### **Monthly Performance Pay**

You will receive a monthly performance pay of `1,700/-. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

### **Quarterly Variable Allowance**

Your variable allowance will be `600/- per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

## **CITY ALLOWANCE**

You will be eligible for a City Allowance of `200/- per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

## **XPLORE/ LEARNING INCENTIVES**

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

## **OTHER BENEFITS**

### **Health Insurance Scheme**

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:





## **1. Basic Cover**

i. Entitlement - Includes domiciliary expenses up to `6,000/- per insured person per annum and basic hospitalization expenses up to `2,00,000/- per insured person per annum.

ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

## **2. Higher Hospitalisation**

Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

i. Entitlement - You and your enrolled dependants will be entitled for `12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

## **Maternity Leave**

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother, may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

## **Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)**

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of `250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

## **Loans**

You will be eligible for loans, as per TCSL's loan policy.

## **Professional Memberships**

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.





## **RETIRALS**

### **Provident Fund**

You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

### **Gratuity**

You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

## **TERMS AND CONDITIONS**

### **1. Aggregate Percentage Requirements**

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

### **2. Pre requisites for Joining**

To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.



### **3. Training Period**

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

### **4. Working Hours**

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

### **5. Mobility**

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

### **6. Compensation Structure / Salary components**

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

### **7. Increments and Promotions**

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

### **8. Alternative Occupation / Employment**

Either during the period of your traineeship or during the period of your employment as a



confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

## **9. Confidentiality Agreement**

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

## **10. Service Agreement**

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL `50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

## **11. Work in SBWS mode**

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.

## **12. Overseas International Assignment Agreement**

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related



documents pertaining to the international assignment for which you are being placed. In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

### **13. Terms and Conditions**

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

### **14. TATA Code of Conduct**

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

### **15. Notice Period**

Upon your confirmation, this contract of employment is terminable by you by giving 90 days notice in writing to TCSL. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion.

Upon your confirmation, this contract of employment may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

It is understood, agreed and made abundantly clear herein that you shall have to necessarily work during the notice period given by TCSL under this clause, unless you are otherwise relieved by TCSL by giving you payment in lieu of notice.

Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by it at its own discretion having regard to the responsibilities shouldered by you while being in the employment of TCS.

### **16. Retirement**

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

### **17. Pre-employment Medical Certificate**

You are required to submit a Medical Certificate of Fitness (in the format prescribed by





TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

## 18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

## 19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining. If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

## 20. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)



- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :

\*There is no criminal offence registered/pending against you

\*There is no disciplinary case pending against you in the university

- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

\*PAN Card (Permanent Account Number)

\*Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)

\*Passport

\*NSR E-Card

## **21. TCS Xperience Program**

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

## **22. Letter of Appointment**

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

## **23. Rules and Regulations of the Company**

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from



time to time. The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

#### **24. Compliance to all clauses**

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

#### **25. Data Privacy Clause:**

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of overseas deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

**Withdrawal of Offer**

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

**For TATA Consultancy Services Limited**

**Girish V. Nandimath**  
**Global Head Talent Acquisition & AIP**



[Click here](#) or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary  
Annexure 2: List of TCS Xplore Centres  
Annexure 3: Confidentiality and IP Terms





## GROSS SALARY SHEET

Annexure 1

|                       |                                          |
|-----------------------|------------------------------------------|
| <b>Name</b>           | <b>Rishabh Menon</b>                     |
| <b>Designation</b>    | <b>Assistant System Engineer-Trainee</b> |
| <b>Institute Name</b> | <b>Others</b>                            |

Table 1: Compensation Details (All Components in INR)

| <b>Component Category</b>             | <b>Monthly</b> | <b>Annual</b>      |
|---------------------------------------|----------------|--------------------|
| <b>1) Fixed Compensation</b>          |                |                    |
| Basic Salary                          | 14,784         | 1,77,408           |
| Bouquet Of Benefits #                 | 7,646          | 91,752             |
| <b>2) Performance Pay**</b>           |                |                    |
| Monthly Performance Pay               | 1,700          | 20,400             |
| Quarterly Variable Allowance*         | 600            | 7,200              |
| <b>3) City Allowance</b>              | 200            | 2,400              |
| <b>4) Annual Components/Retirals</b>  |                |                    |
| Health Insurance***                   | NA             | 7,900              |
| Provident Fund                        | 1,774          | 21,289             |
| Gratuity                              | 711            | 8,533              |
| Total of Annual Components & Retirals | 2,485          | 37,722             |
| <b>TOTAL GROSS</b>                    | <b>27,415</b>  | <b>375000</b>      |
| <b>Xplore/ Learning Incentive****</b> |                | <b>Upto 60,000</b> |

# Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

\* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

\*\*The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

\*\*\* For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

\*\*\*\* Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

| <b>Component Category</b>        | <b>Monthly</b> | <b>Annual</b> |
|----------------------------------|----------------|---------------|
| House Rent Allowance             | 5,914          | 70,968        |
| Leave Travel Assistance          | 1,232          | 14,784        |
| Food Card                        | 500            | 6,000         |
| <b>GROSS BOUQUET OF BENEFITS</b> | <b>7,646</b>   | <b>91,752</b> |



## Annexure

|                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                       |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Ahmedabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Garima Park, IT/ITES SEZ, Plot # 41,<br>Gandhinagar - 382007                                                                                                                                                                                 | <b>Bangalore</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Gate 1, No 42, Think campus, Electronic City phase II,<br>Bangalore - 560100, Karnataka                                                                                           |
| <b>BUBANESHWAR</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Training Lab Venue: Barabati, IRC Block, Ground Floor,<br>Tata Consultancy Services Limited, (UNIT-II) - BARBATI<br>SEZ, IT/ITES - SPECIAL ECONOMIC ZONE (SEZ), PLOT NO.<br>35, CHANDAKA INDUSTRIAL ESTATE, PATIA,<br>Bhubaneswar - 751024 | <b>Chennai</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>415/21-24, Kumaran Nagar, Old Mahabalipuram Rd,<br>TNHB, Sholinganallur, Chennai, Tamil Nadu 600119                                                                                 |
| <b>DELHI – Gurgaon</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Block C, Kings Canyon, ASF Insignia, Gurgaon -<br>Faridabad Road, Gawal Pahari, Gurgaon - 122003,<br>Haryana                                                                                                                           | <b>DELHI – Noida</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. A-44 & A-45, Ground, 1st to 5th Floor & 10th<br>floor, Galaxy Business Park, Block - C & D, Sector - 62,<br>Noida - 201 309, UP                                      |
| <b>Guwahati</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>5th Floor, NEDFi House, G.S. Road, Dispur, Guwahati -<br>781006, Assam                                                                                                                                                                        | <b>Hyderabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Q City, Nanakramguda, Hyderabad                                                                                                                                                   |
| <b>INDORE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor,<br>Village Tigariya Badshah & Bada Bangarde, Tehsil<br>Hatod, Indore - 452018,<br>Madhya Pradesh                                                                                           | <b>KOLKATA</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Ecospace 1B building, 2nd Floor, Plot - IIF/12, New<br>Town, Rajarhat, Kolkata - 700160, West Bengal OR<br>Auditorium, 2nd Floor, Wanderers Building, Delta Park -<br>Lords |
| <b>KOCHI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>TCS centre, Infopark Road Infopark Campus, Infopark,<br>Kakkanad, Kerala 682042                                                                                                                                                                  | <b>MUMBAI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Yantra Park, Pokharan Road Number 2, TCS Approach<br>Rd, Thane, West, Thane, Maharashtra 400606                                                                                      |
| <b>NAGPUR</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,                                                                                                                                                                                         | <b>PUNE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park,<br>Hinjewadi Phase III, Pune - 411057, Maharashtra                                                                               |
| <b>Trivandrum</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Peepul Park, Technopark Campus, Kariyavattom P.O,<br>Trivandrum - 695581, India                                                                                                                                                             |                                                                                                                                                                                                                                                       |



## Annexure

### Confidentiality and IP Terms and Conditions

#### 1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.



## **2. Associate's Obligations**

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

## **3. Intellectual Property Rights**

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filing or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.





#### **4. Prior knowledge**

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

#### **5. Use of third party material**

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

#### **6. Security policies and Guidelines.**

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

#### **7. Working in SBWS Framework:**

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.



(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

## **8. Restriction on Associate's Rights**

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

## **9. No License**

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.



## **10. Equitable Rights**

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

## **11. General**

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay or omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.



(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.





## Welcome to Wipro's Work Integrated Learning Program ("WILP")

**Work Integrated Learning Programme**  
**Wipro Limited, Dodda Kannelli**  
**Sarjapur Road, Bengaluru - 560 035.**  
**Phone: (080) 28440011/12, Fax: (080) 28440256**

Dear SHALINI R,

### **Sub: Enrolment letter to Wipro's Work Integrated Learning Program ("WILP") as Scholar Trainee – Work Integrated Learning Program**

Welcome to WILP!

With reference to your application, it is our pleasure to enroll you as a Scholar Trainee – Work Integrated Learning Program. This is a scholarship program customized as a robust academic and training program which will enable you to obtain M-Tech degree from one of the premier engineering institution / University in India.

The duration of the academic program shall be 48 months from the **date of enrolment to the academic program**. You will be enrolled into the academic program within 12 months from date of joining. Your date of joining will be intimated through a separate communication.

We hope you enjoy the learning with WILP and have an enriching experience being a part of Wipro Limited ("Wipro or "Company").

Please read through the terms and conditions of your enrolment as provided below.

We look forward to having a long and fruitful relationship with you at WILP, Wish you all the best!

Yours sincerely,  
For **Wipro Limited**,

**Aparna Shailen**  
**General Manager - Human Resources**

### **Endorsement**

I accept the enrolment and the terms and conditions thereof as specified below. I shall report for undergoing study on

### **Terms & Conditions of Scholarship**

#### **1. PROFILE:**

You have been selected to be a part of Wipro's WILP and are enrolled as a Scholar Trainee- Work Integrated Learning Program. Upon joining WILP, you will have to undergo a "Project Readiness Program" ('PRP') that prepares you to participate in projects at the Company as part of this learning program. This robust academic program will also enable you to obtain **M-Tech degree from one of the premier engineering Institution / University** upon successful completion of the course.

#### **2. DURATION:**

The duration of your academic program will be for a period of 48 months from the date of enrolment to the academic program. You will be enrolled into the academic program within 12 months from date of joining. Unless the Company extends the period of your study in writing, which is done solely at the discretion of the Company, your enrolment would automatically terminate at the end of the stated 48 months.

In case the Company extends the academic period (in writing) you will continue to be enrolled as a Scholar Trainee – Work Integrated Learning Program with WILP.

### 3. Appointment details:

We provide support to our global customers through various Company locations in India to suit customer requirements by operating 24x7. You would be operating from any of these locations and in any of the shifts, including night shift, as may be decided by the Company, keeping in mind the business needs and deliverables to customers.

### 4. Scholarship/Stipend and Benefits

During your period of enrolment, you would be entitled to a consolidated monthly scholarship.

Apart from the monthly scholarship, the Company will provide you with life & accidental insurance that would include a cover for you, the premium / cost will be taken care of by Wipro. This is a voluntary benefit offered by the Company and the details of the same are listed below.

- i. A Group Personal Accident Insurance (GPAI) coverage of **Rs.12,00,000/-**. You could also choose to get additional coverage for a nominal and highly negotiated premium. More details on the policy are available in My Policies section in myWipro, the HR portal at Wipro.
- ii. Group Life Insurance coverage of **Rs.14, 00,000/-**. This sum insured is inclusive of cover as per EDLI (Employee Deposit Linked Insurance). You can also get an extra coverage for a nominal and highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

In addition to the above, you are also eligible for medical insurance cover towards hospitalization.

You are eligible for a floater coverage of Rs.2,00,000/- per annum for family (self, spouse & children) towards hospitalization. There will be a deduction from your monthly scholarship/stipend depending on your marital/family status towards the base sum insured premium. 10% of the claim amount would need to be borne by the employee/Scholar trainee.

Base Medical insurance is to be availed by the employee as default. It is accounted for in deductions as a nominal monthly charge. Top-Up cover is voluntary and charged as applicable during renewal timelines.

If you wish to enhance the coverage, a top up cover option is also available for a highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

The below table lists down your scholarship details:

| Period      | Scholarship | ESI | Consolidated Scholarship (Rs. Per Month) |
|-------------|-------------|-----|------------------------------------------|
| First year  | 15000       | 488 | 15,488/- (*)                             |
| Second year | 17000       | 553 | 17,553/- (*)                             |
| Third year  | 19000       | 618 | 19,618/- (*)                             |
| Fourth year | 23000       | 0   | 23,000/- (*)                             |

(\*) You shall be responsible for payment of all statutory contributions, taxes, dues and levies as may be required under the relevant laws including contributions under Employees' State Insurance Corporation Act (**at 0.75% of your Scholarship**) as and when applicable to you. Such contributions, taxes, dues and levies where required, shall be deducted from your Scholarship and benefits according to applicable laws and regulations.

Your fourth-year scholarship will continue until completion of your M-Tech program. Your enrolment into the MTech academic program within 12 months from date of joining.

You shall be eligible to receive a onetime "joining bonus" of Rs.75,000 after you join Wipro along with your first month salary. All applicable taxes on the payment of this amount will be borne by you. Please note in the event you leave the organization within 12 months from the date of joining, payment processed under Joining bonus shall be recovered from the employee at the time of exit.

The enhancement of the scholarship at the end of each academic year of study will be at the discretion of the Company and subject to your satisfactory progress of study, acquisition of skills, behavior, regularity and punctuality in attendance. Your continued enrolment in the course, will be at the discretion of the Company, and is subject to satisfactory academic performance and other requirements as prescribed in the WILP portal.

In case your project performance at any stage is not found to be at par with the requirement of WILP, then you would be placed on performance improvement program (PIP). If you fail to successfully complete the PIP, the Company may at its sole discretion discontinue your enrolment in the WILP program.

#### **Book Allowance:**

A Book Allowance of Rs.1,250/- will be provided to you per semester. This allowance will be given every semester except the last semester when you will be engaged in dissertation. The allowance will be paid to you centrally along with your scholarship during the course of each semester. The allowance will be subject to tax. Book allowance is applicable and paid only when you are registered for the semester.

#### **5. Training Agreement:**

- i. This letter of enrolment is subject to the execution of a training agreement in the prescribed proforma with Wipro Limited, Sarjapur Road, Doddakannelli, Bengaluru-560035 on or before joining the program ("Training Agreement").
- ii. This Training agreement shall be for a total period of 60 Months where you will be mentored for developing your skills and knowledge. This included technical training, in various formats, both online and offline and practical experience in various projects. The Company invests on your behalf for the cost of these trainings. Should you discontinue the WILP program or your enrolment with WILP is cancelled for any reason whatsoever before the completion of 60 months from the date of joining, the training expenses of Rs.75,000/-(Rupees Seventy five thousand only) will have to be paid by you as detailed in the Training Agreement.

#### **6. PROJECT READINESS PROGRAM (PRP)**

Upon enrolment, you will have to undergo a Project Readiness Program (PRP) to prepare you to participate in projects. This is offered by Wipro's - Talent Transformation Department to all campus and off-campus selects. The broad objective of PRP is to equip you with the necessary knowledge and skills that will enable you to start working on real-life project work which is an integral part of the WILP.

#### **7. Regulations of Academic study:**

- i. You will be enrolled for M-Tech program with a renowned institution ("University") that collaborates with Wipro for WILP.
- ii. Course specialization includes but is not limited to Software Systems, Software Engineering, Information Technology, Computing Systems and Infrastructure Management, Data Analytics, IoT, Cloud, Digital & Cyber security, Embedded Systems.
- iii. Your specialization and enrolment would be decided based on prevailing business requirements and decision of the Company is final and binding.
- iv. You will not be able to change Specialization track after enrolment.
- v. Overall program duration is 4 years from date of enrolment of academic program.
- vi. As per the program structure, a WILP Scholar trainee will register and pursue 4 to 6 courses per semester over 7 semesters.
- vii. You will be required to submit a project work / dissertation in your final semester (8<sup>th</sup> semester of your program). This will enable you to advance your professional capabilities by applying concepts and techniques in projects.
- viii. Each course has multiple evaluation components. This includes an assignment component, quiz, mid-semester examination and comprehension examination. All evaluation components are mandatory for securing a pass grade in a course as prescribed by the partnering institution.

- ix. Contact classes are organized as per the handout and calendar prepared and shared by the University at the beginning of each semester. In the normal course, one session of 2 hours duration per course per contact class is organized.
- x. You will be called upon to undergo studies during the hours and days as may be fixed by the Company from time to time. Normally, the study hours would be from 9:00am to 6:00pm
- xi. The faculty will take attendance/circulate attendance sheets for every session. It is your responsibility to ensure that your attendances are recorded properly.
- xii. WILP Scholar trainees are expected to be on time for every session. Punctuality is non-negotiable and the faculty reserves the right to deny entry and attendance to late comers.
- xiii. Attending 75% of contact session is mandatory for each course to appear for examinations.
- xiv. Not attending classes for reasons like medical/on the job training /late coming/personal problems and other similar reasons would be treated as absenteeism.
- xv. Scholar trainees who fail to meet the minimum attendance criteria will not qualify for comprehension exams for any of the registered courses in that semester.
- xvi. For any reason, you are not able to meet the minimum attendance criteria or not complete the mandatory assignments / quiz / examinations in any semester, you are required to repeat the same semester as and when the next batch is organized. In such cases, rules and regulations governing academic programs at that time would be applicable. In addition, additional semesters fees are to be borne by you as prescribed by the University.
- xvii. At the end of each semester, the performance of each Scholar Trainee in a course, is specified as a letter grade which is obtained through a Relative Grading procedure
- xviii. Any Scholar trainee securing 3 or more cumulative fail grade at any point in time will be expelled from WILP Program.
- xix. The 8th semester of study is fully devoted for dissertation / project work
- xx. If a Scholar trainee's CGPA is less than 5.5, the Scholar trainee will not be permitted to register for the dissertation. He/she has to re-appear for exams and secure a CGPA of 5.5 before taking up the dissertation. Also, a Scholar trainee with an E grade in any course will not be permitted to register for the Dissertation
- xxi. Project / Dissertation work has to be carried out by each individual separately. Teamwork is not permitted.
- xxii. The dissertation has to be completed strictly as per the guidelines that are outlined by collaborating institution.
- xxiii. WILP Scholar trainees are expected to maintain decorum and discipline in line with Wipro's professional work culture and environment.
- xxiv. In cases where a Scholar trainee deviates from the expected behaviour as prescribed by the WILP and partnering institution from time to time , strict action will be taken and the decision of the WILP Team / faculty /, University would be final and binding.
- xxv. Breach of integrity will be dealt with sternly. Such Scholar trainees will be asked to discontinue their studies and also expelled from WILP program.
- xxvi. On successful completion of the study, you will be eligible to receive the M-Tech degree from the collaborating University, in recognition of your successfully completing the course.
- xxvii. All Scholar trainees of the WILP will be given testimonials at the end of the successful completion of the M-Tech degree program. The testimonial contains the timeline in the WILP and the kind of project works carried during this opportunity.

Mode of contact session, examination pattern and other academic program norms are subject to change based on the prevailing situation / University norms declared from time to time. Decision of the University would be final and binding.

## **8. Conflict of Interest:**

- i. During your enrolment period with the WILP, you will focus exclusively on the requirements of the program. In addition to your study and academic requirements, you are required to engage yourself exclusively in the work assigned by Wipro and shall not take up any independent or individual assignments (whether part time or full time, in an advisory capacity or otherwise) directly or indirectly without the express written consent of Head /

## Manager of WILP Academy

- ii. You shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any person who is involved in activities, which are or shall be in conflict with the interests of Wipro.
- iii. The Conflict of Interest Policy also refers to the need on your part, during your enrolment and for a period of one year from the cessation of your enrolment with WILP (irrespective of the circumstances of, or the reasons for, the cessation) not to solicit, induce or encourage:
  - a. Any student/scholar trainee of the WILP to abandon /withdraw their enrolment with the program or to accept enrolment and/or employment with any competitor, supplier or any customer with whom you have a connection.
  - b. Any employee of Wipro to terminate their employment with Wipro or to accept employment with any competitor, supplier or any customer with whom you have a connection.
  - c. Any customer or vendor of Wipro to move their existing business with Wipro to a third party or to terminate their business relationship with Wipro.
  - d. Any existing employee and/or student of WILP to become associated with, or perform services of any type for any third party.
- iv. In case of any conflict or doubt, please discuss the matter with Head / Manager of WILP, to understand Wipro's position on this and resolve the conflict.

## 9. Obligation and Responsibilities:

- i. During the study period you will be governed by the WILP regulations and instructions as may be modified, from time to time, in relation to conduct, discipline and other matters.
- ii. During your study as part of WILP, Company expects you to undergo study in the area in which you are placed, with a high standard of initiative and efficiency. This is critical and Company has zero tolerance towards any deviations.
- iii. You would not be allowed to seek membership of any local or public body without the written approval from the Head / Manager of WILP.
- iv. During the study period and thereafter, you would not be allowed to give out to anyone in writing or by word of mouth or otherwise, particulars or details of work - process, technical know-how, research carried out, security arrangements, or administrative and/or organizational matters of confidential or secret nature which you may come across during your academic study or become known to you by virtue of your undergoing study under WILP or otherwise.
- v. You are bound by all regulations, instructions and policies of the WILP and Wipro. These are updated / modified on a periodic basis and new policies may be introduced and notified to Scholar trainees from time to time and you will be bound to comply with the same.
- vi. In consideration of the opportunities, trainings and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by WILP/Wipro and in the course of your association with WILP. This covenant shall endure during your association and beyond the cessation of your association with WILP (irrespective of the circumstances of, or the reasons for, the cessation).
- vii. In connection with your association with Wipro as part of the WILP and during the term of your association upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business or academic session hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

During the period of academic study, if you develop or conceptualize inventions, ideas, concepts, discoveries, techniques and improvements (including without limitation computer software) solely or jointly with others in relation to the operation of the WILP / Wipro, such developments will be fully communicated to the WILP academy and will be the sole intellectual property of Wipro. You agree to cooperate in the execution of documents to facilitate the assignment of such intellectual property when required.

## 10. Confidentiality:

- i. In consideration of the opportunities, training and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by Wipro and in the course of your enrolment. This covenant shall endure during your enrolment and beyond the cessation of your enrolment with Wipro (irrespective of the circumstances of, or the reasons for, the cessation).
- ii. During your training on projects at Wipro, you will be expected not to use or disclose any confidential information, including trade secrets, of any former employer (if any) or other person with whom you have an obligation of confidentiality and by signing below you affirm that you have no conflicting obligations or non-compete agreements that would prevent you from working without limitation for Wipro.

## **11. Assignment of Intellectual Property**

In connection with your enrolment and during the term of your enrolment, upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

## **12. Posting**

During the initial study period, initially you would be made familiar with Wipro, but you may if needed be re-assigned or transferred to another division, department, establishment or new location where Wipro, has its office or operation and WILP classes are running in the particular location, in India, without enhancing the scholarship amount. On placement of this nature, you will also be governed by the disciplinary rules and regulations as applicable in that unit/branch. You may also be placed in any sister company of Wipro, for practical studies.

## **13. Misconduct:**

- i. In case you are charged with any misconduct or disciplinary issue during your study period, your enrolment with WILP may be temporarily placed on suspension without payment of scholarship amount, for such period as Wipro may deem fit. If the charges against you are proved to be true, your enrolment may be immediately cancelled, without any notice or payment of scholarship in lieu of notice notwithstanding any clause of this letter of enrolment. It is clarified that this clause is without prejudice to Wipro's rights to enforce the Training Agreement duly signed by you even after cancellation of your enrolment for whatever reasons as the case may be.
- ii. Notwithstanding the condition regarding written notice of termination and without prejudice to Wipro's right to enforce the Training agreement, Wipro shall have the right to terminate your academic study without any notice or payment of scholarship in lieu thereof, if any declaration given or information furnished by you to WILP/ Wipro is found to be false or if you are found to have willfully suppressed any material information.

**Please note that at any stage, whether during your selection process or upon enrolment with the WILP, if it is brought to our notice that you have indulged in malpractices or used illegal means to clear your online assessment, Wipro shall withdraw or revoke the enrolment and cancel the same with immediate effect and we reserve our rights to take suitable action against you as we may deem fit.**

## **14. Cancellation of Enrolment:**

Notwithstanding any of the clauses of this letter of enrolment, Company reserves the right at its sole discretion to cancel this enrolment during the study period without assigning any reason, by giving one month's (30 days) notice or one month's scholarship/stipend in lieu of notice.

## **15. Study Hours:**

- i. As a Scholar Trainee – Work Integrated Learning Program, you will be called upon to undergo studies during the hours and days as may be fixed by WILP from time to time as per the University requirements.
- ii. You would be assigned to any of the locations and any project work as part of your WILP as may be decided by the Company.
- iii. The full day lecture sessions will be held at any of Wipro's other establishments/outsourced venue. You may also be called upon to attend academic study as and when required on holidays, as may be scheduled in accordance with the convenience of the organizing team of the WILP.
- iv. The university will plan contact classes in multiple format to suit the project work situations and university guidelines such as contact classes in ILT (instructor Led training) and / or VILT (virtual Instructor Led Training and Self-Directed / Recorded lecture sessions).

## 16. General:

- i. This letter of enrolment is subject to the condition that you have not provided us with any false declaration or wilfully suppressed any material information. If you have, you will be liable for cancellation of enrolment from the WILP without any prior notice.
- ii. The terms of this letter of enrolment may be specifically enforced legally, if required. In this connection, if any of the provisions of this letter are declared or found to be void or unenforceable due to any reason whatsoever, the remaining provisions of this letter shall continue in full force and effect.
- iii. These enrolment terms supersede and replace any existing agreement or understanding, if any, between Wipro and you relating to the same subject matter.
- iv. You warrant that you are not prevented by a court or by any other administrative or judicial order from enrolling under this agreement. In the event that you are not a citizen of the country of posting, you should have a valid work permit to work in the country of posting.
- v. During the period of enrolment you are required to comply with all policies of WILP and Wipro. These policies are updated / modified on a periodic basis and new policies may be introduced and notified to the Scholar Trainees from time to time. You agree to comply with all policies as modified from time to time.

## 17. On Completion/Cancellation of Academic Program:

- i. On Completion of the academic program or cancellation of your enrolment , as the case may be, you will immediately surrender to Wipro/ the Academy all specifications, formulae, documents, literature, drawings or records, etc. belonging to Wipro/ the Academy or relating to its business and shall not make or retain any copies of these items.
- ii. You are not eligible to receive testimonial certificate if you do not successfully complete the academic study in accordance with this letter of enrolment and the study scheme formulated by the Academy.
- iii. Wipro reserves the right to offer employment at its sole discretion to a Scholar trainee on successful and satisfactory completion of the academic study.

## 18. Acceptance of Enrolment Letter:

Upon accepting the above terms and conditions, you are required to return the duplicate of this letter of enrolment, duly signed by you as a token of your acceptance on the day of joining WILP program.

Please confirm that the above terms are acceptable to you and that you accept the enrolment by signing a copy of this letter of enrolment and submit the same on the date of joining.

## 19. Work Allocation:

As part of your work responsibilities, you may be assigned to work on certain projects/accounts or other assignments as may be deemed fit by the Company in its sole discretion. Refusal to accept and deliver on such assignments shall be treated as a refusal to work and may result in termination of your employment or other disciplinary action.

Yours sincerely,

For **Wipro Limited**,



**Aparna Shailen**  
**General Manager - Human Resources**

I have read, understood and agree to accept the enrolment on the terms and conditions herein.

I shall be present for the induction session on

## **ANNEXURE I**

### **CONFIRMATION ON SHARING PERSONAL INFORMATION (AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT, 2000)**

I Radheshyam Thakur, confirm that I am voluntarily sharing my Personal Information with Wipro Limited ('Wipro') being a part of WILP of Wipro for the following purposes:

- a. validating my application form and retaining records on the same for any future reference/verification;
- b. processing my application form including background verification checks;
- c. academic study related actions including record keeping, processing scholarship advance and benefits and any action required in the context of my enrolment with Wipro, being a part of WILP.

In this context, I also agree to the retention of such Personal Information by Wipro for any future reference/verification and authorize Wipro to transfer the same to a third party.

I understand that 'Personal Information' means any information, relating to me that is available with Wipro and is capable of identifying me."

## **ANNEXURE II**

I hereby confirm that I shall submit the required academic certificate including but not limited to mark sheet and Provisional or Convocation Degree Certificate within 3 months from my date of joining. I understand that my enrolment is subject to my aggregate meeting the Wipro eligibility criteria and submission of the above mentioned documents.

I hereby declare that all the particulars mentioned above are true to the best of my knowledge. In the event of my failure to submit the above mentioned documents or in case of any discrepancy, I shall be liable for termination of my enrolment with Wipro.

## **ANNEXURE – III**

### **INITIAL INDUCTION PROGRAM**

The Talent Transformation team at Wipro groom's campus selects to help them face the challenges of the corporate world.

A holistic 360 degree approach to training is adopted and helps them hone their fundamental computer skills followed by insights into Wipro businesses, process, technology and behavioural skills.

To understand and appreciate the mindset of the young Trainees and ensure that the transformation is smooth, the induction program is done by a team of dedicated professionals who have exposure to the academic and corporate sectors alike. Project Readiness Program (PRP) is a training program designed to address the basic learning needs of the Trainees.

#### **Corporate Readiness Program - CRP**

The CRP program is focused on making young Trainees comfortable in a corporate environment. This program starts with a corporate induction.

"EMERGE" a behavioural skills building training program ensures that the fresh Trainee start feeling at ease in the "corporate world". This activity based behavioural intervention informs the new entrants about the corporate work culture and business etiquette.

#### **Technology Readiness Program - TRP**

The technology training provides critical technical skills required to work on projects allocated to Trainees and prepare to face the demands of the project world. We begin doing this by familiarizing with Wipro's businesses and work environment.

The methodology of training is "Project Based Learning" (PBL) approach, the entire learning is designed around a series of projects that the recruits are expected to complete individually by learning and applying various topics required to complete the project. Starting with individual projects, the PBL approach ends with recruits working on a team project.

## **ANNEXURE – IV**

I have read and understood the terms of my enrolment letter. I agree and acknowledge that I am a Student/Scholar trainee with Wipro's WILP. I further undertake that I shall not represent to any person within Wipro or any other third



party that I am an employee of Wipro Ltd and I fully understand that such false representation shall entail severe disciplinary action including immediate cancellation of my enrolment.

### **Travel, Accommodation, Food & Other Miscellaneous Expenses**

#### **Travel**

- i. You would be entitled for Rs. 1500 from the date of appointment as a lump sum amount that will be credited with your first month stipend. You may utilize this amount towards Travel and you would not need to submit bills towards usage of this amount.
- ii. There is no provision for reimbursement/allowance towards any expenses incurred in lieu of attending training or classes at different locations in the same city.

#### **Accommodation, Food & other Miscellaneous Expenses**

- i. You would be entitled for Rs.400 per day for 8 days (total amount of Rs.3,200) from the date of joining. You may utilize this amount towards accommodation, food & other miscellaneous expenses. This would be paid as a lump sum amount that will be credited with your first month stipend and you would not need to submit bills towards usage of this amount.
- ii. If your posting location (the location where you would be based out of after training) is different from the training location (location where you undergo initial training), you would be entitled for the following:  
  
Settlement and Miscellaneous Expenses: Rs.1200 per day for 7 days (total amount of Rs. 8,400) from the date of reporting to the posting location. You may utilize this amount towards boarding, lodging, conveyance & other miscellaneous expenses.
- iii. Any location change after reporting to posting location will be treated as relocation/transfer and will be covered under the Transfer policy for Team Rainbow. For details you can refer the policy at myWipro-> My Policies -> India->My Travel>Transfer Policy-Team Rainbow.
- iv. Campus joiners would not be eligible for accommodation at the Wipro guest houses.

**Please note in the event that the employee leaves the organization within 6 months from the date of joining, all payments processed under Joining & Relocation Entitlements shall be recovered from the employee at the time of exit.**

**Skill Preferences 1 :** [DAAI -Cloud & Digital Database](#)

**Location Preferences 1 :** [Bangalore](#)

**Skill Preferences 2 :** [CEP-SAP-ABAP](#)

**Location Preferences 2 :** [Mysore](#)

**Skill Preferences 3 :** [Python App](#)

**Location Preferences 3 :** [Chennai](#)

☒ Accept ☐ Decline

☒ **Signature** [Radheshyam Thakur 25/1/2023 10:00 PM](#)  
(checking the checkbox above is equivalent to a handwritten signature)

Registered Office:

**Wipro Limited** T :+91 (80) 2844 0011

Doddakannelli F :+91 (80) 2844 0054

Sarjapur Road E :info@wipro.com

Bengaluru 560 035 W :wipro.com

India C :L32102KA1945PLC020800

26168298

**RIYA SINHA**

Dear **RIYA SINHA**

On behalf of CAI Info India Private Ltd., I would like to reconfirm our verbal offer of employment as a **"Jr. Software Engineer"** for an annual CTC of Rs. 3,00,000.00 (Rupees three lakhs thirty thousand) beginning on your anticipated start date, Monday, February 05, 2024. This will be paid to you monthly at the end of each month in increments of Rs. 25,000.00 (gross monthly CTC).

Special Clauses:

- During the period of your employment, the Company may at any time assign or transfer you to any location in the world where the Company/its clients has its establishment. In such an event, you shall be entitled to allowances in accordance with the policies of the Company.
- If you do not have an existing account with ICICI Bank, you will be required to establish one within 2 weeks of your first pay.
- You shall be considered for the next financial review in 2025.

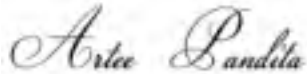
You are required to bring the following documents at the time of reporting for employment: -

- Last updated resume
- Latest passport size photograph
- A copy of Educational Certificates for all years of education and mark cards -
- Copy of passport
- Form 16

Please sign the bottom portion of this letter indicating your acceptance of this position and return the same immediately. You will be issued an appointment letter upon your acceptance of this offer letter.

Thank You and Welcome.

Yours Truly, Accepted By:



**Artee Pandita** \_\_\_\_\_  
**Director-Human Resources**

Divyasree Towers, Floor 5, Guruppanapalya  
Bannerghatta Main Road, Bangalore-560029  
[www.cai.io](http://www.cai.io) [inquire@cai.io](mailto:inquire@cai.io)

Detailed CTC Breakdown:

| Description       | Monthly              | Yearly                 |
|-------------------|----------------------|------------------------|
| Basic             | INR 13,750.00        | INR 1,65,000.00        |
| HRA               | INR 5,500.00         | INR 66,000.00          |
| Conveyance        | INR 300.00           | INR 3,600.00           |
| Medical Allowance | INR 700.00           | INR 8,400.00           |
| Statutory Bonus   | INR 2,500.00         | INR 30,000.00          |
| Provident Fund    | INR 3,300.00         | INR 39,600.00          |
| Gratuity          | INR 661.38           | INR 7,936.50           |
| Special Allowance | INR 788.63           | INR 9,463.50           |
| <b>Total</b>      | <b>INR 25,000.00</b> | <b>INR 3,00,000.00</b> |

Accepted By:

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Divyasree Towers, Floor 5, Guruppanapalya  
Bannerghatta Main Road, Bangalore-560029  
[www.cai.io](http://www.cai.io) [inquire@cai.io](mailto:inquire@cai.io)

**CAI Info India Private Limited**

080 -45340400

**ROHAN ARUN**

Dear **ROHAN ARUN**

On behalf of CAI Info India Private Ltd., I would like to reconfirm our verbal offer of employment as a "**Jr. Software Engineer**" for an annual CTC of Rs. 3,00,000.00 (Rupees three lakhs thirty thousand) beginning on your anticipated start date, Monday, February 05, 2024. This will be paid to you monthly at the end of each month in increments of Rs. 25,000.00 (gross monthly CTC).

Special Clauses:

- During the period of your employment, the Company may at any time assign or transfer you to any location in the world where the Company/its clients has its establishment. In such an event, you shall be entitled to allowances in accordance with the policies of the Company.
- If you do not have an existing account with ICICI Bank, you will be required to establish one within 2 weeks of your first pay.
- You shall be considered for the next financial review in 2025.

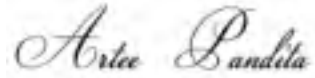
You are required to bring the following documents at the time of reporting for employment: -

- Last updated resume
- Latest passport size photograph
- A copy of Educational Certificates for all years of education and mark cards -
- Copy of passport
- Form 16

Please sign the bottom portion of this letter indicating your acceptance of this position and return the same immediately. You will be issued an appointment letter upon your acceptance of this offer letter.

Thank You and Welcome.

Yours Truly, Accepted By:



**Artee Pandita** \_\_\_\_\_  
**Director-Human Resources**

Divyasree Towers, Floor 5, Guruppanapalya  
Bannerghatta Main Road, Bangalore-560029  
[www.cai.io](http://www.cai.io) [inquire@cai.io](mailto:inquire@cai.io)

Detailed CTC Breakdown:

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| Special Allowance | INR 788.63           | INR 9,463.50           |
| <b>Total</b>      | <b>INR 25,000.00</b> | <b>INR 3,00,000.00</b> |

Accepted By:

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Divyasree Towers, Floor 5, Guruppanapalya  
Bannerghatta Main Road, Bangalore-560029  
[www.cai.io](http://www.cai.io) [inquire@cai.io](mailto:inquire@cai.io)

**CAI Info India Private Limited**

080 -45340400



## Welcome to Wipro's Work Integrated Learning Program ("WILP")

**Work Integrated Learning Programme**  
**Wipro Limited, Dodda Kannelli**  
**Sarjapur Road, Bengaluru - 560 035.**  
**Phone: (080) 28440011/12, Fax: (080) 28440256**

Dear ROHIL KUMAR DARJI,

### **Sub: Enrolment letter to Wipro's Work Integrated Learning Program ("WILP") as Scholar Trainee – Work Integrated Learning Program**

Welcome to WILP!

With reference to your application, it is our pleasure to enroll you as a Scholar Trainee – Work Integrated Learning Program. This is a scholarship program customized as a robust academic and training program which will enable you to obtain M-Tech degree from one of the premier engineering institution / University in India.

The duration of the academic program shall be 48 months from the **date of enrolment to the academic program**. You will be enrolled into the academic program within 12 months from date of joining. Your date of joining will be intimated through a separate communication.

We hope you enjoy the learning with WILP and have an enriching experience being a part of Wipro Limited ("Wipro or "Company").

Please read through the terms and conditions of your enrolment as provided below.

We look forward to having a long and fruitful relationship with you at WILP, Wish you all the best!

Yours sincerely,  
For **Wipro Limited**,

**Aparna Shailen**  
**General Manager - Human Resources**

#### **Endorsement**

I accept the enrolment and the terms and conditions thereof as specified below. I shall report for undergoing study on

#### **Terms & Conditions of Scholarship**

##### **1. PROFILE:**

You have been selected to be a part of Wipro's WILP and are enrolled as a Scholar Trainee- Work Integrated Learning Program. Upon joining WILP, you will have to undergo a "Project Readiness Program" ('PRP') that prepares you to participate in projects at the Company as part of this learning program. This robust academic program will also enable you to obtain **M-Tech degree from one of the premier engineering Institution / University** upon successful completion of the course.

##### **2. DURATION:**



The duration of your academic program will be for a period of 48 months from the date of enrolment to the academic program. You will be enrolled into the academic program within 12 months from date of joining. Unless the Company extends the period of your study in writing, which is done solely at the discretion of the Company, your enrolment would automatically terminate at the end of the stated 48 months.

In case the Company extends the academic period (in writing) you will continue to be enrolled as a Scholar Trainee – Work Integrated Learning Program with WILP.

### 3. Appointment details:

We provide support to our global customers through various Company locations in India to suit customer requirements by operating 24x7. You would be operating from any of these locations and in any of the shifts, including night shift, as may be decided by the Company, keeping in mind the business needs and deliverables to customers.

### 4. Scholarship/Stipend and Benefits

During your period of enrolment, you would be entitled to a consolidated monthly scholarship.

Apart from the monthly scholarship, the Company will provide you with life & accidental insurance that would include a cover for you, the premium / cost will be taken care of by Wipro. This is a voluntary benefit offered by the Company and the details of the same are listed below.

- i. A Group Personal Accident Insurance (GPAI) coverage of **Rs.12,00,000/-**. You could also choose to get additional coverage for a nominal and highly negotiated premium. More details on the policy are available in My Policies section in myWipro, the HR portal at Wipro.
- ii. Group Life Insurance coverage of **Rs.14, 00,000/-**. This sum insured is inclusive of cover as per EDLI (Employee Deposit Linked Insurance). You can also get an extra coverage for a nominal and highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

In addition to the above, you are also eligible for medical insurance cover towards hospitalization.

You are eligible for a floater coverage of Rs.2,00,000/- per annum for family (self, spouse & children) towards hospitalization. There will be a deduction from your monthly scholarship/stipend depending on your marital/family status towards the base sum insured premium. 10% of the claim amount would need to be borne by the employee/Scholar trainee.

Base Medical insurance is to be availed by the employee as default. It is accounted for in deductions as a nominal monthly charge. Top-Up cover is voluntary and charged as applicable during renewal timelines.

If you wish to enhance the coverage, a top up cover option is also available for a highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

The below table lists down your scholarship details:

| Period      | Scholarship | ESI | Consolidated Scholarship (Rs. Per Month) |
|-------------|-------------|-----|------------------------------------------|
| First year  | 15000       | 488 | 15,488/- (*)                             |
| Second year | 17000       | 553 | 17,553/- (*)                             |
| Third year  | 19000       | 618 | 19,618/- (*)                             |
| Fourth year | 23000       | 0   | 23,000/- (*)                             |

(\*) You shall be responsible for payment of all statutory contributions, taxes, dues and levies as may be required under the relevant laws including contributions under Employees' State Insurance Corporation Act (**at 0.75% of your Scholarship**) as and when applicable to you. Such contributions, taxes, dues and levies where required, shall be deducted from your Scholarship and benefits according to applicable laws and regulations.

Your fourth-year scholarship will continue until completion of your M-Tech program. Your enrolment into the MTech academic program within 12 months from date of joining.

You shall be eligible to receive a onetime "joining bonus" of Rs.75,000 after you join Wipro along with your first month salary. All applicable taxes on the payment of this amount will be borne by you. Please note in the event you leave the organization within 12 months from the date of joining, payment processed under Joining bonus shall be recovered from the employee at the time of exit.

The enhancement of the scholarship at the end of each academic year of study will be at the discretion of the Company and subject to your satisfactory progress of study, acquisition of skills, behavior, regularity and punctuality in attendance. Your continued enrolment in the course, will be at the discretion of the Company, and is subject to satisfactory academic performance and other requirements as prescribed in the WILP portal.

In case your project performance at any stage is not found to be at par with the requirement of WILP, then you would be placed on performance improvement program (PIP). If you fail to successfully complete the PIP, the Company may at its sole discretion discontinue your enrolment in the WILP program.

#### **Book Allowance:**

A Book Allowance of Rs.1,250/- will be provided to you per semester. This allowance will be given every semester except the last semester when you will be engaged in dissertation. The allowance will be paid to you centrally along with your scholarship during the course of each semester. The allowance will be subject to tax. Book allowance is applicable and paid only when you are registered for the semester.

#### **5. Training Agreement:**

- i. This letter of enrolment is subject to the execution of a training agreement in the prescribed proforma with Wipro Limited, Sarjapur Road, Doddakannelli, Bengaluru-560035 on or before joining the program ("Training Agreement").
- ii. This Training agreement shall be for a total period of 60 Months where you will be mentored for developing your skills and knowledge. This included technical training, in various formats, both online and offline and practical experience in various projects. The Company invests on your behalf for the cost of these trainings. Should you discontinue the WILP program or your enrolment with WILP is cancelled for any reason whatsoever before the completion of 60 months from the date of joining, the training expenses of Rs.75,000/-(Rupees Seventy five thousand only) will have to be paid by you as detailed in the Training Agreement.

#### **6. PROJECT READINESS PROGRAM (PRP)**

Upon enrolment, you will have to undergo a Project Readiness Program (PRP) to prepare you to participate in projects. This is offered by Wipro's - Talent Transformation Department to all campus and off-campus selects. The broad objective of PRP is to equip you with the necessary knowledge and skills that will enable you to start working on real-life project work which is an integral part of the WILP.

#### **7. Regulations of Academic study:**

- i. You will be enrolled for M-Tech program with a renowned institution ("University") that collaborates with Wipro for WILP.
- ii. Course specialization includes but is not limited to Software Systems, Software Engineering, Information Technology, Computing Systems and Infrastructure Management, Data Analytics, IoT, Cloud, Digital & Cyber security, Embedded Systems.
- iii. Your specialization and enrolment would be decided based on prevailing business requirements and decision of the Company is final and binding.
- iv. You will not be able to change Specialization track after enrolment.
- v. Overall program duration is 4 years from date of enrolment of academic program.
- vi. As per the program structure, a WILP Scholar trainee will register and pursue 4 to 6 courses per semester over 7 semesters.
- vii. You will be required to submit a project work / dissertation in your final semester (8<sup>th</sup> semester of your program). This will enable you to advance your professional capabilities by applying concepts and techniques in projects.
- viii. Each course has multiple evaluation components. This includes an assignment component, quiz, mid-semester examination and comprehension examination. All evaluation components are mandatory for securing a pass grade in a course as prescribed by the partnering institution.

- ix. Contact classes are organized as per the handout and calendar prepared and shared by the University at the beginning of each semester. In the normal course, one session of 2 hours duration per course per contact class is organized.
- x. You will be called upon to undergo studies during the hours and days as may be fixed by the Company from time to time. Normally, the study hours would be from 9:00am to 6:00pm
- xi. The faculty will take attendance/circulate attendance sheets for every session. It is your responsibility to ensure that your attendances are recorded properly.
- xii. WILP Scholar trainees are expected to be on time for every session. Punctuality is non-negotiable and the faculty reserves the right to deny entry and attendance to late comers.
- xiii. Attending 75% of contact session is mandatory for each course to appear for examinations.
- xiv. Not attending classes for reasons like medical/on the job training /late coming/personal problems and other similar reasons would be treated as absenteeism.
- xv. Scholar trainees who fail to meet the minimum attendance criteria will not qualify for comprehension exams for any of the registered courses in that semester.
- xvi. For any reason, you are not able to meet the minimum attendance criteria or not complete the mandatory assignments / quiz / examinations in any semester, you are required to repeat the same semester as and when the next batch is organized. In such cases, rules and regulations governing academic programs at that time would be applicable. In addition, additional semesters fees are to be borne by you as prescribed by the University.
- xvii. At the end of each semester, the performance of each Scholar Trainee in a course, is specified as a letter grade which is obtained through a Relative Grading procedure
- xviii. Any Scholar trainee securing 3 or more cumulative fail grade at any point in time will be expelled from WILP Program.
- xix. The 8th semester of study is fully devoted for dissertation / project work
- xx. If a Scholar trainee's CGPA is less than 5.5, the Scholar trainee will not be permitted to register for the dissertation. He/she has to re-appear for exams and secure a CGPA of 5.5 before taking up the dissertation. Also, a Scholar trainee with an E grade in any course will not be permitted to register for the Dissertation
- xxi. Project / Dissertation work has to be carried out by each individual separately. Teamwork is not permitted.
- xxii. The dissertation has to be completed strictly as per the guidelines that are outlined by collaborating institution.
- xxiii. WILP Scholar trainees are expected to maintain decorum and discipline in line with Wipro's professional work culture and environment.
- xxiv. In cases where a Scholar trainee deviates from the expected behaviour as prescribed by the WILP and partnering institution from time to time , strict action will be taken and the decision of the WILP Team / faculty /, University would be final and binding.
- xxv. Breach of integrity will be dealt with sternly. Such Scholar trainees will be asked to discontinue their studies and also expelled from WILP program.
- xxvi. On successful completion of the study, you will be eligible to receive the M-Tech degree from the collaborating University, in recognition of your successfully completing the course.
- xxvii. All Scholar trainees of the WILP will be given testimonials at the end of the successful completion of the M-Tech degree program. The testimonial contains the timeline in the WILP and the kind of project works carried during this opportunity.

Mode of contact session, examination pattern and other academic program norms are subject to change based on the prevailing situation / University norms declared from time to time. Decision of the University would be final and binding.

## **8. Conflict of Interest:**

- i. During your enrolment period with the WILP, you will focus exclusively on the requirements of the program. In addition to your study and academic requirements, you are required to engage yourself exclusively in the work assigned by Wipro and shall not take up any independent or individual assignments (whether part time or full time, in an advisory capacity or otherwise) directly or indirectly without the express written consent of Head /

## Manager of WILP Academy

- ii. You shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any person who is involved in activities, which are or shall be in conflict with the interests of Wipro.
- iii. The Conflict of Interest Policy also refers to the need on your part, during your enrolment and for a period of one year from the cessation of your enrolment with WILP (irrespective of the circumstances of, or the reasons for, the cessation) not to solicit, induce or encourage:
  - a. Any student/scholar trainee of the WILP to abandon /withdraw their enrolment with the program or to accept enrolment and/or employment with any competitor, supplier or any customer with whom you have a connection.
  - b. Any employee of Wipro to terminate their employment with Wipro or to accept employment with any competitor, supplier or any customer with whom you have a connection.
  - c. Any customer or vendor of Wipro to move their existing business with Wipro to a third party or to terminate their business relationship with Wipro.
  - d. Any existing employee and/or student of WILP to become associated with, or perform services of any type for any third party.
- iv. In case of any conflict or doubt, please discuss the matter with Head / Manager of WILP, to understand Wipro's position on this and resolve the conflict.

## 9. Obligation and Responsibilities:

- i. During the study period you will be governed by the WILP regulations and instructions as may be modified, from time to time, in relation to conduct, discipline and other matters.
- ii. During your study as part of WILP, Company expects you to undergo study in the area in which you are placed, with a high standard of initiative and efficiency. This is critical and Company has zero tolerance towards any deviations.
- iii. You would not be allowed to seek membership of any local or public body without the written approval from the Head / Manager of WILP.
- iv. During the study period and thereafter, you would not be allowed to give out to anyone in writing or by word of mouth or otherwise, particulars or details of work - process, technical know-how, research carried out, security arrangements, or administrative and/or organizational matters of confidential or secret nature which you may come across during your academic study or become known to you by virtue of your undergoing study under WILP or otherwise.
- v. You are bound by all regulations, instructions and policies of the WILP and Wipro. These are updated / modified on a periodic basis and new policies may be introduced and notified to Scholar trainees from time to time and you will be bound to comply with the same.
- vi. In consideration of the opportunities, trainings and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by WILP/Wipro and in the course of your association with WILP. This covenant shall endure during your association and beyond the cessation of your association with WILP (irrespective of the circumstances of, or the reasons for, the cessation).
- vii. In connection with your association with Wipro as part of the WILP and during the term of your association upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business or academic session hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

During the period of academic study, if you develop or conceptualize inventions, ideas, concepts, discoveries, techniques and improvements (including without limitation computer software) solely or jointly with others in relation to the operation of the WILP / Wipro, such developments will be fully communicated to the WILP academy and will be the sole intellectual property of Wipro. You agree to cooperate in the execution of documents to facilitate the assignment of such intellectual property when required.

## 10. Confidentiality:

- i. In consideration of the opportunities, training and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by Wipro and in the course of your enrolment. This covenant shall endure during your enrolment and beyond the cessation of your enrolment with Wipro (irrespective of the circumstances of, or the reasons for, the cessation).
- ii. During your training on projects at Wipro, you will be expected not to use or disclose any confidential information, including trade secrets, of any former employer (if any) or other person with whom you have an obligation of confidentiality and by signing below you affirm that you have no conflicting obligations or non-compete agreements that would prevent you from working without limitation for Wipro.

## **11. Assignment of Intellectual Property**

In connection with your enrolment and during the term of your enrolment, upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

## **12. Posting**

During the initial study period, initially you would be made familiar with Wipro, but you may if needed be re-assigned or transferred to another division, department, establishment or new location where Wipro, has its office or operation and WILP classes are running in the particular location, in India, without enhancing the scholarship amount. On placement of this nature, you will also be governed by the disciplinary rules and regulations as applicable in that unit/branch. You may also be placed in any sister company of Wipro, for practical studies.

## **13. Misconduct:**

- i. In case you are charged with any misconduct or disciplinary issue during your study period, your enrolment with WILP may be temporarily placed on suspension without payment of scholarship amount, for such period as Wipro may deem fit. If the charges against you are proved to be true, your enrolment may be immediately cancelled, without any notice or payment of scholarship in lieu of notice notwithstanding any clause of this letter of enrolment. It is clarified that this clause is without prejudice to Wipro's rights to enforce the Training Agreement duly signed by you even after cancellation of your enrolment for whatever reasons as the case may be.
- ii. Notwithstanding the condition regarding written notice of termination and without prejudice to Wipro's right to enforce the Training agreement, Wipro shall have the right to terminate your academic study without any notice or payment of scholarship in lieu thereof, if any declaration given or information furnished by you to WILP/ Wipro is found to be false or if you are found to have willfully suppressed any material information.

**Please note that at any stage, whether during your selection process or upon enrolment with the WILP, if it is brought to our notice that you have indulged in malpractices or used illegal means to clear your online assessment, Wipro shall withdraw or revoke the enrolment and cancel the same with immediate effect and we reserve our rights to take suitable action against you as we may deem fit.**

## **14. Cancellation of Enrolment:**

Notwithstanding any of the clauses of this letter of enrolment, Company reserves the right at its sole discretion to cancel this enrolment during the study period without assigning any reason, by giving one month's (30 days) notice or one month's scholarship/stipend in lieu of notice.

## **15. Study Hours:**

- i. As a Scholar Trainee – Work Integrated Learning Program, you will be called upon to undergo studies during the hours and days as may be fixed by WILP from time to time as per the University requirements.
- ii. You would be assigned to any of the locations and any project work as part of your WILP as may be decided by the Company.
- iii. The full day lecture sessions will be held at any of Wipro's other establishments/outsourced venue. You may also be called upon to attend academic study as and when required on holidays, as may be scheduled in accordance with the convenience of the organizing team of the WILP.
- iv. The university will plan contact classes in multiple format to suit the project work situations and university guidelines such as contact classes in ILT (instructor Led training) and / or VILT (virtual Instructor Led Training and Self-Directed / Recorded lecture sessions).

## 16. General:

- i. This letter of enrolment is subject to the condition that you have not provided us with any false declaration or wilfully suppressed any material information. If you have, you will be liable for cancellation of enrolment from the WILP without any prior notice.
- ii. The terms of this letter of enrolment may be specifically enforced legally, if required. In this connection, if any of the provisions of this letter are declared or found to be void or unenforceable due to any reason whatsoever, the remaining provisions of this letter shall continue in full force and effect.
- iii. These enrolment terms supersede and replace any existing agreement or understanding, if any, between Wipro and you relating to the same subject matter.
- iv. You warrant that you are not prevented by a court or by any other administrative or judicial order from enrolling under this agreement. In the event that you are not a citizen of the country of posting, you should have a valid work permit to work in the country of posting.
- v. During the period of enrolment you are required to comply with all policies of WILP and Wipro. These policies are updated / modified on a periodic basis and new policies may be introduced and notified to the Scholar Trainees from time to time. You agree to comply with all policies as modified from time to time.

## 17. On Completion/Cancellation of Academic Program:

- i. On Completion of the academic program or cancellation of your enrolment, as the case may be, you will immediately surrender to Wipro/ the Academy all specifications, formulae, documents, literature, drawings or records, etc. belonging to Wipro/ the Academy or relating to its business and shall not make or retain any copies of these items.
- ii. You are not eligible to receive testimonial certificate if you do not successfully complete the academic study in accordance with this letter of enrolment and the study scheme formulated by the Academy.
- iii. Wipro reserves the right to offer employment at its sole discretion to a Scholar trainee on successful and satisfactory completion of the academic study.

## 18. Acceptance of Enrolment Letter:

Upon accepting the above terms and conditions, you are required to return the duplicate of this letter of enrolment, duly signed by you as a token of your acceptance on the day of joining WILP program.

Please confirm that the above terms are acceptable to you and that you accept the enrolment by signing a copy of this letter of enrolment and submit the same on the date of joining.

## 19. Work Allocation:

As part of your work responsibilities, you may be assigned to work on certain projects/accounts or other assignments as may be deemed fit by the Company in its sole discretion. Refusal to accept and deliver on such assignments shall be treated as a refusal to work and may result in termination of your employment or other disciplinary action.

Yours sincerely,

For **Wipro Limited**,



**Aparna Shailen**  
**General Manager - Human Resources**

I have read, understood and agree to accept the enrolment on the terms and conditions herein.

I shall be present for the induction session on

## **ANNEXURE I**

### **CONFIRMATION ON SHARING PERSONAL INFORMATION (AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT, 2000)**

I Radheshyam Thakur, confirm that I am voluntarily sharing my Personal Information with Wipro Limited ('Wipro') being a part of WILP of Wipro for the following purposes:

- a. validating my application form and retaining records on the same for any future reference/verification;
- b. processing my application form including background verification checks;
- c. academic study related actions including record keeping, processing scholarship advance and benefits and any action required in the context of my enrolment with Wipro, being a part of WILP.

In this context, I also agree to the retention of such Personal Information by Wipro for any future reference/verification and authorize Wipro to transfer the same to a third party.

I understand that 'Personal Information' means any information, relating to me that is available with Wipro and is capable of identifying me."

## **ANNEXURE II**

I hereby confirm that I shall submit the required academic certificate including but not limited to mark sheet and Provisional or Convocation Degree Certificate within 3 months from my date of joining. I understand that my enrolment is subject to my aggregate meeting the Wipro eligibility criteria and submission of the above mentioned documents.

I hereby declare that all the particulars mentioned above are true to the best of my knowledge. In the event of my failure to submit the above mentioned documents or in case of any discrepancy, I shall be liable for termination of my enrolment with Wipro.

## **ANNEXURE – III**

### **INITIAL INDUCTION PROGRAM**

The Talent Transformation team at Wipro groom's campus selects to help them face the challenges of the corporate world.

A holistic 360 degree approach to training is adopted and helps them hone their fundamental computer skills followed by insights into Wipro businesses, process, technology and behavioural skills.

To understand and appreciate the mindset of the young Trainees and ensure that the transformation is smooth, the induction program is done by a team of dedicated professionals who have exposure to the academic and corporate sectors alike. Project Readiness Program (PRP) is a training program designed to address the basic learning needs of the Trainees.

#### **Corporate Readiness Program - CRP**

The CRP program is focused on making young Trainees comfortable in a corporate environment. This program starts with a corporate induction.

"EMERGE" a behavioural skills building training program ensures that the fresh Trainee start feeling at ease in the "corporate world". This activity based behavioural intervention informs the new entrants about the corporate work culture and business etiquette.

#### **Technology Readiness Program - TRP**

The technology training provides critical technical skills required to work on projects allocated to Trainees and prepare to face the demands of the project world. We begin doing this by familiarizing with Wipro's businesses and work environment.

The methodology of training is "Project Based Learning" (PBL) approach, the entire learning is designed around a series of projects that the recruits are expected to complete individually by learning and applying various topics required to complete the project. Starting with individual projects, the PBL approach ends with recruits working on a team project.

## **ANNEXURE – IV**

I have read and understood the terms of my enrolment letter. I agree and acknowledge that I am a Student/Scholar trainee with Wipro's WILP. I further undertake that I shall not represent to any person within Wipro or any other third

party that I am an employee of Wipro Ltd and I fully understand that such false representation shall entail severe disciplinary action including immediate cancellation of my enrolment.

### **Travel, Accommodation, Food & Other Miscellaneous Expenses**

#### **Travel**

- i. You would be entitled for Rs. 1500 from the date of appointment as a lump sum amount that will be credited with your first month stipend. You may utilize this amount towards Travel and you would not need to submit bills towards usage of this amount.
- ii. There is no provision for reimbursement/allowance towards any expenses incurred in lieu of attending training or classes at different locations in the same city.

#### **Accommodation, Food & other Miscellaneous Expenses**

- i. You would be entitled for Rs.400 per day for 8 days (total amount of Rs.3,200) from the date of joining. You may utilize this amount towards accommodation, food & other miscellaneous expenses. This would be paid as a lump sum amount that will be credited with your first month stipend and you would not need to submit bills towards usage of this amount.
- ii. If your posting location (the location where you would be based out of after training) is different from the training location (location where you undergo initial training), you would be entitled for the following:  
  
Settlement and Miscellaneous Expenses: Rs.1200 per day for 7 days (total amount of Rs. 8,400) from the date of reporting to the posting location. You may utilize this amount towards boarding, lodging, conveyance & other miscellaneous expenses.
- iii. Any location change after reporting to posting location will be treated as relocation/transfer and will be covered under the Transfer policy for Team Rainbow. For details you can refer the policy at myWipro-> My Policies -> India->My Travel>Transfer Policy-Team Rainbow.
- iv. Campus joiners would not be eligible for accommodation at the Wipro guest houses.

**Please note in the event that the employee leaves the organization within 6 months from the date of joining, all payments processed under Joining & Relocation Entitlements shall be recovered from the employee at the time of exit.**

**Skill Preferences 1 :** [DAAI -Cloud & Digital Database](#)

**Location Preferences 1 :** [Bangalore](#)

**Skill Preferences 2 :** [CEP-SAP-ABAP](#)

**Location Preferences 2 :** [Mysore](#)

**Skill Preferences 3 :** [Python App](#)

**Location Preferences 3 :** [Chennai](#)

☒ Accept ☐ Decline

☒ **Signature** [Radheshyam Thakur 25/1/2023 10:00 PM](#)  
(checking the checkbox above is equivalent to a handwritten signature)

Registered Office:

**Wipro Limited** T :+91 (80) 2844 0011

Doddakannelli F :+91 (80) 2844 0054

Sarjapur Road E :info@wipro.com

Bengaluru 560 035 W :wipro.com

India C :L32102KA1945PLC020800

26168298



**ROHIT YENTRUVI**

Dear **ROHIT YENTRUVI**

On behalf of CAI Info India Private Ltd., I would like to reconfirm our verbal offer of employment as a **"Jr. Software Engineer"** for an annual CTC of Rs. 3,00,000.00 (Rupees three lakhs thirty thousand) beginning on your anticipated start date, Monday, February 05, 2024. This will be paid to you monthly at the end of each month in increments of Rs. 25,000.00 (gross monthly CTC).

Special Clauses:

- During the period of your employment, the Company may at any time assign or transfer you to any location in the world where the Company/its clients has its establishment. In such an event, you shall be entitled to allowances in accordance with the policies of the Company.
- If you do not have an existing account with ICICI Bank, you will be required to establish one within 2 weeks of your first pay.
- You shall be considered for the next financial review in 2025.

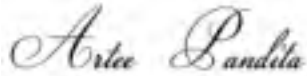
You are required to bring the following documents at the time of reporting for employment: -

- Last updated resume
- Latest passport size photograph
- A copy of Educational Certificates for all years of education and mark cards -
- Copy of passport
- Form 16

Please sign the bottom portion of this letter indicating your acceptance of this position and return the same immediately. You will be issued an appointment letter upon your acceptance of this offer letter.

Thank You and Welcome.

Yours Truly, Accepted By:



**Artee Pandita** \_\_\_\_\_  
**Director-Human Resources**

Divyasree Towers, Floor 5, Guruppanapalya  
Bannerghatta Main Road, Bangalore-560029  
[www.cai.io](http://www.cai.io) [inquire@cai.io](mailto:inquire@cai.io)

Detailed CTC Breakdown:

| Description       | Monthly              | Yearly                 |
|-------------------|----------------------|------------------------|
| Basic             | INR 13,750.00        | INR 1,65,000.00        |
| HRA               | INR 5,500.00         | INR 66,000.00          |
| Conveyance        | INR 300.00           | INR 3,600.00           |
| Medical Allowance | INR 700.00           | INR 8,400.00           |
| Statutory Bonus   | INR 2,500.00         | INR 30,000.00          |
| Provident Fund    | INR 3,300.00         | INR 39,600.00          |
| Gratuity          | INR 661.38           | INR 7,936.50           |
| Special Allowance | INR 788.63           | INR 9,463.50           |
| <b>Total</b>      | <b>INR 25,000.00</b> | <b>INR 3,00,000.00</b> |

Accepted By:

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Divyasree Towers, Floor 5, Guruppanapalya  
Bannerghatta Main Road, Bangalore-560029  
[www.cai.io](http://www.cai.io) [inquire@cai.io](mailto:inquire@cai.io)

**CAI Info India Private Limited**

080 -45340400



## Welcome to Wipro's Work Integrated Learning Program ("WILP")

**Work Integrated Learning Programme**  
**Wipro Limited, Dodda Kannelli**  
**Sarjapur Road, Bengaluru - 560 035.**  
**Phone: (080) 28440011/12, Fax: (080) 28440256**

Dear ROHITH M M,

### **Sub: Enrolment letter to Wipro's Work Integrated Learning Program ("WILP") as Scholar Trainee – Work Integrated Learning Program**

Welcome to WILP!

With reference to your application, it is our pleasure to enroll you as a Scholar Trainee – Work Integrated Learning Program. This is a scholarship program customized as a robust academic and training program which will enable you to obtain M-Tech degree from one of the premier engineering institution / University in India.

The duration of the academic program shall be 48 months from the **date of enrolment to the academic program**. You will be enrolled into the academic program within 12 months from date of joining. Your date of joining will be intimated through a separate communication.

We hope you enjoy the learning with WILP and have an enriching experience being a part of Wipro Limited ("Wipro or "Company").

Please read through the terms and conditions of your enrolment as provided below.

We look forward to having a long and fruitful relationship with you at WILP, Wish you all the best!

Yours sincerely,  
For **Wipro Limited**,

**Aparna Shailen**  
**General Manager - Human Resources**

#### **Endorsement**

I accept the enrolment and the terms and conditions thereof as specified below. I shall report for undergoing study on

#### **Terms & Conditions of Scholarship**

##### **1. PROFILE:**

You have been selected to be a part of Wipro's WILP and are enrolled as a Scholar Trainee- Work Integrated Learning Program. Upon joining WILP, you will have to undergo a "Project Readiness Program" ('PRP') that prepares you to participate in projects at the Company as part of this learning program. This robust academic program will also enable you to obtain **M-Tech degree from one of the premier engineering Institution / University** upon successful completion of the course.

##### **2. DURATION:**

The duration of your academic program will be for a period of 48 months from the date of enrolment to the academic program. You will be enrolled into the academic program within 12 months from date of joining. Unless the Company extends the period of your study in writing, which is done solely at the discretion of the Company, your enrolment would automatically terminate at the end of the stated 48 months.

In case the Company extends the academic period (in writing) you will continue to be enrolled as a Scholar Trainee – Work Integrated Learning Program with WILP.

### 3. Appointment details:

We provide support to our global customers through various Company locations in India to suit customer requirements by operating 24x7. You would be operating from any of these locations and in any of the shifts, including night shift, as may be decided by the Company, keeping in mind the business needs and deliverables to customers.

### 4. Scholarship/Stipend and Benefits

During your period of enrolment, you would be entitled to a consolidated monthly scholarship.

Apart from the monthly scholarship, the Company will provide you with life & accidental insurance that would include a cover for you, the premium / cost will be taken care of by Wipro. This is a voluntary benefit offered by the Company and the details of the same are listed below.

- i. A Group Personal Accident Insurance (GPAI) coverage of **Rs.12,00,000/-**. You could also choose to get additional coverage for a nominal and highly negotiated premium. More details on the policy are available in My Policies section in myWipro, the HR portal at Wipro.
- ii. Group Life Insurance coverage of **Rs.14, 00,000/-**. This sum insured is inclusive of cover as per EDLI (Employee Deposit Linked Insurance). You can also get an extra coverage for a nominal and highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

In addition to the above, you are also eligible for medical insurance cover towards hospitalization.

You are eligible for a floater coverage of Rs.2,00,000/- per annum for family (self, spouse & children) towards hospitalization. There will be a deduction from your monthly scholarship/stipend depending on your marital/family status towards the base sum insured premium. 10% of the claim amount would need to be borne by the employee/Scholar trainee.

Base Medical insurance is to be availed by the employee as default. It is accounted for in deductions as a nominal monthly charge. Top-Up cover is voluntary and charged as applicable during renewal timelines.

If you wish to enhance the coverage, a top up cover option is also available for a highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

The below table lists down your scholarship details:

| Period      | Scholarship | ESI | Consolidated Scholarship (Rs. Per Month) |
|-------------|-------------|-----|------------------------------------------|
| First year  | 15000       | 488 | 15,488/- (*)                             |
| Second year | 17000       | 553 | 17,553/- (*)                             |
| Third year  | 19000       | 618 | 19,618/- (*)                             |
| Fourth year | 23000       | 0   | 23,000/- (*)                             |

(\*) You shall be responsible for payment of all statutory contributions, taxes, dues and levies as may be required under the relevant laws including contributions under Employees' State Insurance Corporation Act (**at 0.75% of your Scholarship**) as and when applicable to you. Such contributions, taxes, dues and levies where required, shall be deducted from your Scholarship and benefits according to applicable laws and regulations.

Your fourth-year scholarship will continue until completion of your M-Tech program. Your enrolment into the MTech academic program within 12 months from date of joining.

You shall be eligible to receive a onetime "joining bonus" of Rs.75,000 after you join Wipro along with your first month salary. All applicable taxes on the payment of this amount will be borne by you. Please note in the event you leave the organization within 12 months from the date of joining, payment processed under Joining bonus shall be recovered from the employee at the time of exit.

The enhancement of the scholarship at the end of each academic year of study will be at the discretion of the Company and subject to your satisfactory progress of study, acquisition of skills, behavior, regularity and punctuality in attendance. Your continued enrolment in the course, will be at the discretion of the Company, and is subject to satisfactory academic performance and other requirements as prescribed in the WILP portal.

In case your project performance at any stage is not found to be at par with the requirement of WILP, then you would be placed on performance improvement program (PIP). If you fail to successfully complete the PIP, the Company may at its sole discretion discontinue your enrolment in the WILP program.

#### **Book Allowance:**

A Book Allowance of Rs.1,250/- will be provided to you per semester. This allowance will be given every semester except the last semester when you will be engaged in dissertation. The allowance will be paid to you centrally along with your scholarship during the course of each semester. The allowance will be subject to tax. Book allowance is applicable and paid only when you are registered for the semester.

#### **5. Training Agreement:**

- i. This letter of enrolment is subject to the execution of a training agreement in the prescribed proforma with Wipro Limited, Sarjapur Road, Doddakannelli, Bengaluru-560035 on or before joining the program ("Training Agreement").
- ii. This Training agreement shall be for a total period of 60 Months where you will be mentored for developing your skills and knowledge. This included technical training, in various formats, both online and offline and practical experience in various projects. The Company invests on your behalf for the cost of these trainings. Should you discontinue the WILP program or your enrolment with WILP is cancelled for any reason whatsoever before the completion of 60 months from the date of joining, the training expenses of Rs.75,000/-(Rupees Seventy five thousand only) will have to be paid by you as detailed in the Training Agreement.

#### **6. PROJECT READINESS PROGRAM (PRP)**

Upon enrolment, you will have to undergo a Project Readiness Program (PRP) to prepare you to participate in projects. This is offered by Wipro's - Talent Transformation Department to all campus and off-campus selects. The broad objective of PRP is to equip you with the necessary knowledge and skills that will enable you to start working on real-life project work which is an integral part of the WILP.

#### **7. Regulations of Academic study:**

- i. You will be enrolled for M-Tech program with a renowned institution ("University") that collaborates with Wipro for WILP.
- ii. Course specialization includes but is not limited to Software Systems, Software Engineering, Information Technology, Computing Systems and Infrastructure Management, Data Analytics, IoT, Cloud, Digital & Cyber security, Embedded Systems.
- iii. Your specialization and enrolment would be decided based on prevailing business requirements and decision of the Company is final and binding.
- iv. You will not be able to change Specialization track after enrolment.
- v. Overall program duration is 4 years from date of enrolment of academic program.
- vi. As per the program structure, a WILP Scholar trainee will register and pursue 4 to 6 courses per semester over 7 semesters.
- vii. You will be required to submit a project work / dissertation in your final semester (8<sup>th</sup> semester of your program). This will enable you to advance your professional capabilities by applying concepts and techniques in projects.
- viii. Each course has multiple evaluation components. This includes an assignment component, quiz, mid-semester examination and comprehension examination. All evaluation components are mandatory for securing a pass grade in a course as prescribed by the partnering institution.

- ix. Contact classes are organized as per the handout and calendar prepared and shared by the University at the beginning of each semester. In the normal course, one session of 2 hours duration per course per contact class is organized.
- x. You will be called upon to undergo studies during the hours and days as may be fixed by the Company from time to time. Normally, the study hours would be from 9:00am to 6:00pm
- xi. The faculty will take attendance/circulate attendance sheets for every session. It is your responsibility to ensure that your attendances are recorded properly.
- xii. WILP Scholar trainees are expected to be on time for every session. Punctuality is non-negotiable and the faculty reserves the right to deny entry and attendance to late comers.
- xiii. Attending 75% of contact session is mandatory for each course to appear for examinations.
- xiv. Not attending classes for reasons like medical/on the job training /late coming/personal problems and other similar reasons would be treated as absenteeism.
- xv. Scholar trainees who fail to meet the minimum attendance criteria will not qualify for comprehension exams for any of the registered courses in that semester.
- xvi. For any reason, you are not able to meet the minimum attendance criteria or not complete the mandatory assignments / quiz / examinations in any semester, you are required to repeat the same semester as and when the next batch is organized. In such cases, rules and regulations governing academic programs at that time would be applicable. In addition, additional semesters fees are to be borne by you as prescribed by the University.
- xvii. At the end of each semester, the performance of each Scholar Trainee in a course, is specified as a letter grade which is obtained through a Relative Grading procedure
- xviii. Any Scholar trainee securing 3 or more cumulative fail grade at any point in time will be expelled from WILP Program.
- xix. The 8th semester of study is fully devoted for dissertation / project work
- xx. If a Scholar trainee's CGPA is less than 5.5, the Scholar trainee will not be permitted to register for the dissertation. He/she has to re-appear for exams and secure a CGPA of 5.5 before taking up the dissertation. Also, a Scholar trainee with an E grade in any course will not be permitted to register for the Dissertation
- xxi. Project / Dissertation work has to be carried out by each individual separately. Teamwork is not permitted.
- xxii. The dissertation has to be completed strictly as per the guidelines that are outlined by collaborating institution.
- xxiii. WILP Scholar trainees are expected to maintain decorum and discipline in line with Wipro's professional work culture and environment.
- xxiv. In cases where a Scholar trainee deviates from the expected behaviour as prescribed by the WILP and partnering institution from time to time , strict action will be taken and the decision of the WILP Team / faculty /, University would be final and binding.
- xxv. Breach of integrity will be dealt with sternly. Such Scholar trainees will be asked to discontinue their studies and also expelled from WILP program.
- xxvi. On successful completion of the study, you will be eligible to receive the M-Tech degree from the collaborating University, in recognition of your successfully completing the course.
- xxvii. All Scholar trainees of the WILP will be given testimonials at the end of the successful completion of the M-Tech degree program. The testimonial contains the timeline in the WILP and the kind of project works carried during this opportunity.

Mode of contact session, examination pattern and other academic program norms are subject to change based on the prevailing situation / University norms declared from time to time. Decision of the University would be final and binding.

## **8. Conflict of Interest:**

- i. During your enrolment period with the WILP, you will focus exclusively on the requirements of the program. In addition to your study and academic requirements, you are required to engage yourself exclusively in the work assigned by Wipro and shall not take up any independent or individual assignments (whether part time or full time, in an advisory capacity or otherwise) directly or indirectly without the express written consent of Head /

## Manager of WILP Academy

- ii. You shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any person who is involved in activities, which are or shall be in conflict with the interests of Wipro.
- iii. The Conflict of Interest Policy also refers to the need on your part, during your enrolment and for a period of one year from the cessation of your enrolment with WILP (irrespective of the circumstances of, or the reasons for, the cessation) not to solicit, induce or encourage:
  - a. Any student/scholar trainee of the WILP to abandon /withdraw their enrolment with the program or to accept enrolment and/or employment with any competitor, supplier or any customer with whom you have a connection.
  - b. Any employee of Wipro to terminate their employment with Wipro or to accept employment with any competitor, supplier or any customer with whom you have a connection.
  - c. Any customer or vendor of Wipro to move their existing business with Wipro to a third party or to terminate their business relationship with Wipro.
  - d. Any existing employee and/or student of WILP to become associated with, or perform services of any type for any third party.
- iv. In case of any conflict or doubt, please discuss the matter with Head / Manager of WILP, to understand Wipro's position on this and resolve the conflict.

## 9. Obligation and Responsibilities:

- i. During the study period you will be governed by the WILP regulations and instructions as may be modified, from time to time, in relation to conduct, discipline and other matters.
- ii. During your study as part of WILP, Company expects you to undergo study in the area in which you are placed, with a high standard of initiative and efficiency. This is critical and Company has zero tolerance towards any deviations.
- iii. You would not be allowed to seek membership of any local or public body without the written approval from the Head / Manager of WILP.
- iv. During the study period and thereafter, you would not be allowed to give out to anyone in writing or by word of mouth or otherwise, particulars or details of work - process, technical know-how, research carried out, security arrangements, or administrative and/or organizational matters of confidential or secret nature which you may come across during your academic study or become known to you by virtue of your undergoing study under WILP or otherwise.
- v. You are bound by all regulations, instructions and policies of the WILP and Wipro. These are updated / modified on a periodic basis and new policies may be introduced and notified to Scholar trainees from time to time and you will be bound to comply with the same.
- vi. In consideration of the opportunities, trainings and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by WILP/Wipro and in the course of your association with WILP. This covenant shall endure during your association and beyond the cessation of your association with WILP (irrespective of the circumstances of, or the reasons for, the cessation).
- vii. In connection with your association with Wipro as part of the WILP and during the term of your association upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business or academic session hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

During the period of academic study, if you develop or conceptualize inventions, ideas, concepts, discoveries, techniques and improvements (including without limitation computer software) solely or jointly with others in relation to the operation of the WILP / Wipro, such developments will be fully communicated to the WILP academy and will be the sole intellectual property of Wipro. You agree to cooperate in the execution of documents to facilitate the assignment of such intellectual property when required.

## 10. Confidentiality:



- i. In consideration of the opportunities, training and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by Wipro and in the course of your enrolment. This covenant shall endure during your enrolment and beyond the cessation of your enrolment with Wipro (irrespective of the circumstances of, or the reasons for, the cessation).
- ii. During your training on projects at Wipro, you will be expected not to use or disclose any confidential information, including trade secrets, of any former employer (if any) or other person with whom you have an obligation of confidentiality and by signing below you affirm that you have no conflicting obligations or non-compete agreements that would prevent you from working without limitation for Wipro.

## **11. Assignment of Intellectual Property**

In connection with your enrolment and during the term of your enrolment, upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

## **12. Posting**

During the initial study period, initially you would be made familiar with Wipro, but you may if needed be re-assigned or transferred to another division, department, establishment or new location where Wipro, has its office or operation and WILP classes are running in the particular location, in India, without enhancing the scholarship amount. On placement of this nature, you will also be governed by the disciplinary rules and regulations as applicable in that unit/branch. You may also be placed in any sister company of Wipro, for practical studies.

## **13. Misconduct:**

- i. In case you are charged with any misconduct or disciplinary issue during your study period, your enrolment with WILP may be temporarily placed on suspension without payment of scholarship amount, for such period as Wipro may deem fit. If the charges against you are proved to be true, your enrolment may be immediately cancelled, without any notice or payment of scholarship in lieu of notice notwithstanding any clause of this letter of enrolment. It is clarified that this clause is without prejudice to Wipro's rights to enforce the Training Agreement duly signed by you even after cancellation of your enrolment for whatever reasons as the case may be.
- ii. Notwithstanding the condition regarding written notice of termination and without prejudice to Wipro's right to enforce the Training agreement, Wipro shall have the right to terminate your academic study without any notice or payment of scholarship in lieu thereof, if any declaration given or information furnished by you to WILP/ Wipro is found to be false or if you are found to have willfully suppressed any material information.

**Please note that at any stage, whether during your selection process or upon enrolment with the WILP, if it is brought to our notice that you have indulged in malpractices or used illegal means to clear your online assessment, Wipro shall withdraw or revoke the enrolment and cancel the same with immediate effect and we reserve our rights to take suitable action against you as we may deem fit.**

## **14. Cancellation of Enrolment:**

Notwithstanding any of the clauses of this letter of enrolment, Company reserves the right at its sole discretion to cancel this enrolment during the study period without assigning any reason, by giving one month's (30 days) notice or one month's scholarship/stipend in lieu of notice.

## **15. Study Hours:**

- i. As a Scholar Trainee – Work Integrated Learning Program, you will be called upon to undergo studies during the hours and days as may be fixed by WILP from time to time as per the University requirements.
- ii. You would be assigned to any of the locations and any project work as part of your WILP as may be decided by the Company.
- iii. The full day lecture sessions will be held at any of Wipro's other establishments/outsourced venue. You may also be called upon to attend academic study as and when required on holidays, as may be scheduled in accordance with the convenience of the organizing team of the WILP.
- iv. The university will plan contact classes in multiple format to suit the project work situations and university guidelines such as contact classes in ILT (instructor Led training) and / or VILT (virtual Instructor Led Training and Self-Directed / Recorded lecture sessions).

## 16. General:

- i. This letter of enrolment is subject to the condition that you have not provided us with any false declaration or wilfully suppressed any material information. If you have, you will be liable for cancellation of enrolment from the WILP without any prior notice.
- ii. The terms of this letter of enrolment may be specifically enforced legally, if required. In this connection, if any of the provisions of this letter are declared or found to be void or unenforceable due to any reason whatsoever, the remaining provisions of this letter shall continue in full force and effect.
- iii. These enrolment terms supersede and replace any existing agreement or understanding, if any, between Wipro and you relating to the same subject matter.
- iv. You warrant that you are not prevented by a court or by any other administrative or judicial order from enrolling under this agreement. In the event that you are not a citizen of the country of posting, you should have a valid work permit to work in the country of posting.
- v. During the period of enrolment you are required to comply with all policies of WILP and Wipro. These policies are updated / modified on a periodic basis and new policies may be introduced and notified to the Scholar Trainees from time to time. You agree to comply with all policies as modified from time to time.

## 17. On Completion/Cancellation of Academic Program:

- i. On Completion of the academic program or cancellation of your enrolment , as the case may be, you will immediately surrender to Wipro/ the Academy all specifications, formulae, documents, literature, drawings or records, etc. belonging to Wipro/ the Academy or relating to its business and shall not make or retain any copies of these items.
- ii. You are not eligible to receive testimonial certificate if you do not successfully complete the academic study in accordance with this letter of enrolment and the study scheme formulated by the Academy.
- iii. Wipro reserves the right to offer employment at its sole discretion to a Scholar trainee on successful and satisfactory completion of the academic study.

## 18. Acceptance of Enrolment Letter:

Upon accepting the above terms and conditions, you are required to return the duplicate of this letter of enrolment, duly signed by you as a token of your acceptance on the day of joining WILP program.

Please confirm that the above terms are acceptable to you and that you accept the enrolment by signing a copy of this letter of enrolment and submit the same on the date of joining.

## 19. Work Allocation:

As part of your work responsibilities, you may be assigned to work on certain projects/accounts or other assignments as may be deemed fit by the Company in its sole discretion. Refusal to accept and deliver on such assignments shall be treated as a refusal to work and may result in termination of your employment or other disciplinary action.

Yours sincerely,

For **Wipro Limited**,



**Aparna Shailen**  
**General Manager - Human Resources**

I have read, understood and agree to accept the enrolment on the terms and conditions herein.

I shall be present for the induction session on

## **ANNEXURE I**

### **CONFIRMATION ON SHARING PERSONAL INFORMATION (AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT, 2000)**

I Radheshyam Thakur, confirm that I am voluntarily sharing my Personal Information with Wipro Limited ('Wipro') being a part of WILP of Wipro for the following purposes:

- a. validating my application form and retaining records on the same for any future reference/verification;
- b. processing my application form including background verification checks;
- c. academic study related actions including record keeping, processing scholarship advance and benefits and any action required in the context of my enrolment with Wipro, being a part of WILP.

In this context, I also agree to the retention of such Personal Information by Wipro for any future reference/verification and authorize Wipro to transfer the same to a third party.

I understand that 'Personal Information' means any information, relating to me that is available with Wipro and is capable of identifying me."

## **ANNEXURE II**

I hereby confirm that I shall submit the required academic certificate including but not limited to mark sheet and Provisional or Convocation Degree Certificate within 3 months from my date of joining. I understand that my enrolment is subject to my aggregate meeting the Wipro eligibility criteria and submission of the above mentioned documents.

I hereby declare that all the particulars mentioned above are true to the best of my knowledge. In the event of my failure to submit the above mentioned documents or in case of any discrepancy, I shall be liable for termination of my enrolment with Wipro.

## **ANNEXURE – III**

### **INITIAL INDUCTION PROGRAM**

The Talent Transformation team at Wipro groom's campus selects to help them face the challenges of the corporate world.

A holistic 360 degree approach to training is adopted and helps them hone their fundamental computer skills followed by insights into Wipro businesses, process, technology and behavioural skills.

To understand and appreciate the mindset of the young Trainees and ensure that the transformation is smooth, the induction program is done by a team of dedicated professionals who have exposure to the academic and corporate sectors alike. Project Readiness Program (PRP) is a training program designed to address the basic learning needs of the Trainees.

#### **Corporate Readiness Program - CRP**

The CRP program is focused on making young Trainees comfortable in a corporate environment. This program starts with a corporate induction.

"EMERGE" a behavioural skills building training program ensures that the fresh Trainee start feeling at ease in the "corporate world". This activity based behavioural intervention informs the new entrants about the corporate work culture and business etiquette.

#### **Technology Readiness Program - TRP**

The technology training provides critical technical skills required to work on projects allocated to Trainees and prepare to face the demands of the project world. We begin doing this by familiarizing with Wipro's businesses and work environment.

The methodology of training is "Project Based Learning" (PBL) approach, the entire learning is designed around a series of projects that the recruits are expected to complete individually by learning and applying various topics required to complete the project. Starting with individual projects, the PBL approach ends with recruits working on a team project.

## **ANNEXURE – IV**

I have read and understood the terms of my enrolment letter. I agree and acknowledge that I am a Student/Scholar trainee with Wipro's WILP. I further undertake that I shall not represent to any person within Wipro or any other third

party that I am an employee of Wipro Ltd and I fully understand that such false representation shall entail severe disciplinary action including immediate cancellation of my enrolment.

### **Travel, Accommodation, Food & Other Miscellaneous Expenses**

#### **Travel**

- i. You would be entitled for Rs. 1500 from the date of appointment as a lump sum amount that will be credited with your first month stipend. You may utilize this amount towards Travel and you would not need to submit bills towards usage of this amount.
- ii. There is no provision for reimbursement/allowance towards any expenses incurred in lieu of attending training or classes at different locations in the same city.

#### **Accommodation, Food & other Miscellaneous Expenses**

- i. You would be entitled for Rs.400 per day for 8 days (total amount of Rs.3,200) from the date of joining. You may utilize this amount towards accommodation, food & other miscellaneous expenses. This would be paid as a lump sum amount that will be credited with your first month stipend and you would not need to submit bills towards usage of this amount.
- ii. If your posting location (the location where you would be based out of after training) is different from the training location (location where you undergo initial training), you would be entitled for the following:  
  
Settlement and Miscellaneous Expenses: Rs.1200 per day for 7 days (total amount of Rs. 8,400) from the date of reporting to the posting location. You may utilize this amount towards boarding, lodging, conveyance & other miscellaneous expenses.
- iii. Any location change after reporting to posting location will be treated as relocation/transfer and will be covered under the Transfer policy for Team Rainbow. For details you can refer the policy at myWipro-> My Policies -> India->My Travel>Transfer Policy-Team Rainbow.
- iv. Campus joiners would not be eligible for accommodation at the Wipro guest houses.

**Please note in the event that the employee leaves the organization within 6 months from the date of joining, all payments processed under Joining & Relocation Entitlements shall be recovered from the employee at the time of exit.**

**Skill Preferences 1 :** [DAAI -Cloud & Digital Database](#)

**Location Preferences 1 :** [Bangalore](#)

**Skill Preferences 2 :** [CEP-SAP-ABAP](#)

**Location Preferences 2 :** [Mysore](#)

**Skill Preferences 3 :** [Python App](#)

**Location Preferences 3 :** [Chennai](#)

☒ Accept ☐ Decline

☒ **Signature** [Radheshyam Thakur 25/1/2023 10:00 PM](#)  
(checking the checkbox above is equivalent to a handwritten signature)

Registered Office:

**Wipro Limited** T :+91 (80) 2844 0011

Doddakannelli F :+91 (80) 2844 0054

Sarjapur Road E :info@wipro.com

Bengaluru 560 035 W :wipro.com

India C :L32102KA1945PLC020800

26168298

**Dear Mr B S ROSHAN,**

This letter is to offer you a position with our Company. It is with great pleasure that we offer you the position of **Business Development Executive**. You will be based in Bangalore and report to Mr. Saummay Sinha (AGM - Sales). Your place of work will be "90, Bellary Road, Bangalore". Based on your capabilities and accomplishments, I believe that your talents will not only benefit the company but also that our mutual relationship will assist you in reaching your personal and professional goals.

Your detailed compensation plan will be given to you at the time of joining. Your compensation will be Rs. **480,000/-** (Rs Three lakh fifty thousand only) per annum (CTC). Your compensation will also include Casual, Sick and Privilege leave and other benefits as per corporate policy. In addition to your CTC, you will be subject to an annual bonus based on your performance review.

I am anticipating that you will accept this offer by 10-03-2022(or within 3 days from offer). Upon joining you will be required to sign an "Employment Agreement Bond" and detailed CTC. You are also required to submit the following documents by email upon acceptance of this offer.

- a. PAN Card
- b. Aadhar card
- c. Two passport sized photographs.(Upon Reporting)
- d. Educational documents
- e. Last two employment documents,if applicable

You will be on probation/training for a period of 3 months from the date of your joining. Your services will be confirmed in writing after successful completion of your probation period. The probation period may be extended if your performance does not meet expectations.

## **AGROCORP LANDBASE PRIVATE LIMITED**

**Corporate Office:** No. 90 Bellary Road, NH 44, Byatarayanapura, Bengaluru- 560092

**Ph.:** +91 9513 914 257 | **Email:** info@agrocorpglobal.com | **Web:** www.agrocorpglobal.com | **CIN:** U01110DL2016PTC307393

Please indicate your acceptance of this offer by confirming on the same email.

**Mr. B S ROSHAN**, We are eagerly looking forward to having you join our team. Should you have any questions, please do not hesitate to contact me.

Sincerely:

For Agrocorp Landbase Pvt Ltd:

Authorised Signatory  
Mr Sumit Kumar

I accept this action as outlined above and confirm that my start date is:

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Signature:

---

Name:

---

Date:

**RUDRAKSH GUPTA**

Dear **RUDRAKSH GUPTA**

On behalf of CAI Info India Private Ltd., I would like to reconfirm our verbal offer of employment as a "**Jr. Software Engineer**" for an annual CTC of Rs. 3,00,000.00 (Rupees three lakhs thirty thousand) beginning on your anticipated start date, Monday, February 05, 2024. This will be paid to you monthly at the end of each month in increments of Rs. 25,000.00 (gross monthly CTC).

Special Clauses:

- During the period of your employment, the Company may at any time assign or transfer you to any location in the world where the Company/its clients has its establishment. In such an event, you shall be entitled to allowances in accordance with the policies of the Company.
- If you do not have an existing account with ICICI Bank, you will be required to establish one within 2 weeks of your first pay.
- You shall be considered for the next financial review in 2025.

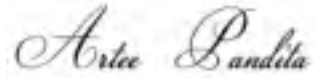
You are required to bring the following documents at the time of reporting for employment: -

- Last updated resume
- Latest passport size photograph
- A copy of Educational Certificates for all years of education and mark cards -
- Copy of passport
- Form 16

Please sign the bottom portion of this letter indicating your acceptance of this position and return the same immediately. You will be issued an appointment letter upon your acceptance of this offer letter.

Thank You and Welcome.

Yours Truly, Accepted By:



**Artee Pandita** \_\_\_\_\_  
**Director-Human Resources**

Divyasree Towers, Floor 5, Guruppanapalya  
Bannerghatta Main Road, Bangalore-560029  
[www.cai.io](http://www.cai.io) [inquire@cai.io](mailto:inquire@cai.io)

Detailed CTC Breakdown:

| Description       | Monthly              | Yearly                 |
|-------------------|----------------------|------------------------|
| Basic             | INR 13,750.00        | INR 1,65,000.00        |
| HRA               | INR 5,500.00         | INR 66,000.00          |
| Conveyance        | INR 300.00           | INR 3,600.00           |
| Medical Allowance | INR 700.00           | INR 8,400.00           |
| Statutory Bonus   | INR 2,500.00         | INR 30,000.00          |
| Provident Fund    | INR 3,300.00         | INR 39,600.00          |
| Gratuity          | INR 661.38           | INR 7,936.50           |
| Special Allowance | INR 788.63           | INR 9,463.50           |
| <b>Total</b>      | <b>INR 25,000.00</b> | <b>INR 3,00,000.00</b> |

Accepted By:

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Divyasree Towers, Floor 5, Guruppanapalya  
Bannerghatta Main Road, Bangalore-560029  
[www.cai.io](http://www.cai.io) [inquire@cai.io](mailto:inquire@cai.io)

**CAI Info India Private Limited**

080 -45340400



## Welcome to Wipro's Work Integrated Learning Program ("WILP")

**Work Integrated Learning Programme**  
**Wipro Limited, Dodda Kannelli**  
**Sarjapur Road, Bengaluru - 560 035.**  
**Phone: (080) 28440011/12, Fax: (080) 28440256**

Dear S KIRAN KUMAR,

### **Sub: Enrolment letter to Wipro's Work Integrated Learning Program ("WILP") as Scholar Trainee – Work Integrated Learning Program**

Welcome to WILP!

With reference to your application, it is our pleasure to enroll you as a Scholar Trainee – Work Integrated Learning Program. This is a scholarship program customized as a robust academic and training program which will enable you to obtain M-Tech degree from one of the premier engineering institution / University in India.

The duration of the academic program shall be 48 months from the **date of enrolment to the academic program**. You will be enrolled into the academic program within 12 months from date of joining. Your date of joining will be intimated through a separate communication.

We hope you enjoy the learning with WILP and have an enriching experience being a part of Wipro Limited ("Wipro or "Company").

Please read through the terms and conditions of your enrolment as provided below.

We look forward to having a long and fruitful relationship with you at WILP, Wish you all the best!

Yours sincerely,  
For **Wipro Limited**,

**Aparna Shailen**  
**General Manager - Human Resources**

#### **Endorsement**

I accept the enrolment and the terms and conditions thereof as specified below. I shall report for undergoing study on

#### **Terms & Conditions of Scholarship**

##### **1. PROFILE:**

You have been selected to be a part of Wipro's WILP and are enrolled as a Scholar Trainee- Work Integrated Learning Program. Upon joining WILP, you will have to undergo a "Project Readiness Program" ('PRP') that prepares you to participate in projects at the Company as part of this learning program. This robust academic program will also enable you to obtain **M-Tech degree from one of the premier engineering Institution / University** upon successful completion of the course.

##### **2. DURATION:**

The duration of your academic program will be for a period of 48 months from the date of enrolment to the academic program. You will be enrolled into the academic program within 12 months from date of joining. Unless the Company extends the period of your study in writing, which is done solely at the discretion of the Company, your enrolment would automatically terminate at the end of the stated 48 months.

In case the Company extends the academic period (in writing) you will continue to be enrolled as a Scholar Trainee – Work Integrated Learning Program with WILP.

### 3. Appointment details:

We provide support to our global customers through various Company locations in India to suit customer requirements by operating 24x7. You would be operating from any of these locations and in any of the shifts, including night shift, as may be decided by the Company, keeping in mind the business needs and deliverables to customers.

### 4. Scholarship/Stipend and Benefits

During your period of enrolment, you would be entitled to a consolidated monthly scholarship.

Apart from the monthly scholarship, the Company will provide you with life & accidental insurance that would include a cover for you, the premium / cost will be taken care of by Wipro. This is a voluntary benefit offered by the Company and the details of the same are listed below.

- i. A Group Personal Accident Insurance (GPAI) coverage of **Rs.12,00,000/-**. You could also choose to get additional coverage for a nominal and highly negotiated premium. More details on the policy are available in My Policies section in myWipro, the HR portal at Wipro.
- ii. Group Life Insurance coverage of **Rs.14, 00,000/-**. This sum insured is inclusive of cover as per EDLI (Employee Deposit Linked Insurance). You can also get an extra coverage for a nominal and highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

In addition to the above, you are also eligible for medical insurance cover towards hospitalization.

You are eligible for a floater coverage of Rs.2,00,000/- per annum for family (self, spouse & children) towards hospitalization. There will be a deduction from your monthly scholarship/stipend depending on your marital/family status towards the base sum insured premium. 10% of the claim amount would need to be borne by the employee/Scholar trainee.

Base Medical insurance is to be availed by the employee as default. It is accounted for in deductions as a nominal monthly charge. Top-Up cover is voluntary and charged as applicable during renewal timelines.

If you wish to enhance the coverage, a top up cover option is also available for a highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

The below table lists down your scholarship details:

| Period      | Scholarship | ESI | Consolidated Scholarship (Rs. Per Month) |
|-------------|-------------|-----|------------------------------------------|
| First year  | 15000       | 488 | 15,488/- (*)                             |
| Second year | 17000       | 553 | 17,553/- (*)                             |
| Third year  | 19000       | 618 | 19,618/- (*)                             |
| Fourth year | 23000       | 0   | 23,000/- (*)                             |

(\*) You shall be responsible for payment of all statutory contributions, taxes, dues and levies as may be required under the relevant laws including contributions under Employees' State Insurance Corporation Act (**at 0.75% of your Scholarship**) as and when applicable to you. Such contributions, taxes, dues and levies where required, shall be deducted from your Scholarship and benefits according to applicable laws and regulations.

Your fourth-year scholarship will continue until completion of your M-Tech program. Your enrolment into the MTech academic program within 12 months from date of joining.

You shall be eligible to receive a onetime "joining bonus" of Rs.75,000 after you join Wipro along with your first month salary. All applicable taxes on the payment of this amount will be borne by you. Please note in the event you leave the organization within 12 months from the date of joining, payment processed under Joining bonus shall be recovered from the employee at the time of exit.

The enhancement of the scholarship at the end of each academic year of study will be at the discretion of the Company and subject to your satisfactory progress of study, acquisition of skills, behavior, regularity and punctuality in attendance. Your continued enrolment in the course, will be at the discretion of the Company, and is subject to satisfactory academic performance and other requirements as prescribed in the WILP portal.

In case your project performance at any stage is not found to be at par with the requirement of WILP, then you would be placed on performance improvement program (PIP). If you fail to successfully complete the PIP, the Company may at its sole discretion discontinue your enrolment in the WILP program.

#### **Book Allowance:**

A Book Allowance of Rs.1,250/- will be provided to you per semester. This allowance will be given every semester except the last semester when you will be engaged in dissertation. The allowance will be paid to you centrally along with your scholarship during the course of each semester. The allowance will be subject to tax. Book allowance is applicable and paid only when you are registered for the semester.

#### **5. Training Agreement:**

- i. This letter of enrolment is subject to the execution of a training agreement in the prescribed proforma with Wipro Limited, Sarjapur Road, Doddakannelli, Bengaluru-560035 on or before joining the program ("Training Agreement").
- ii. This Training agreement shall be for a total period of 60 Months where you will be mentored for developing your skills and knowledge. This included technical training, in various formats, both online and offline and practical experience in various projects. The Company invests on your behalf for the cost of these trainings. Should you discontinue the WILP program or your enrolment with WILP is cancelled for any reason whatsoever before the completion of 60 months from the date of joining, the training expenses of Rs.75,000/-(Rupees Seventy five thousand only) will have to be paid by you as detailed in the Training Agreement.

#### **6. PROJECT READINESS PROGRAM (PRP)**

Upon enrolment, you will have to undergo a Project Readiness Program (PRP) to prepare you to participate in projects. This is offered by Wipro's - Talent Transformation Department to all campus and off-campus selects. The broad objective of PRP is to equip you with the necessary knowledge and skills that will enable you to start working on real-life project work which is an integral part of the WILP.

#### **7. Regulations of Academic study:**

- i. You will be enrolled for M-Tech program with a renowned institution ("University") that collaborates with Wipro for WILP.
- ii. Course specialization includes but is not limited to Software Systems, Software Engineering, Information Technology, Computing Systems and Infrastructure Management, Data Analytics, IoT, Cloud, Digital & Cyber security, Embedded Systems.
- iii. Your specialization and enrolment would be decided based on prevailing business requirements and decision of the Company is final and binding.
- iv. You will not be able to change Specialization track after enrolment.
- v. Overall program duration is 4 years from date of enrolment of academic program.
- vi. As per the program structure, a WILP Scholar trainee will register and pursue 4 to 6 courses per semester over 7 semesters.
- vii. You will be required to submit a project work / dissertation in your final semester (8<sup>th</sup> semester of your program). This will enable you to advance your professional capabilities by applying concepts and techniques in projects.
- viii. Each course has multiple evaluation components. This includes an assignment component, quiz, mid-semester examination and comprehension examination. All evaluation components are mandatory for securing a pass grade in a course as prescribed by the partnering institution.

- ix. Contact classes are organized as per the handout and calendar prepared and shared by the University at the beginning of each semester. In the normal course, one session of 2 hours duration per course per contact class is organized.
- x. You will be called upon to undergo studies during the hours and days as may be fixed by the Company from time to time. Normally, the study hours would be from 9:00am to 6:00pm
- xi. The faculty will take attendance/circulate attendance sheets for every session. It is your responsibility to ensure that your attendances are recorded properly.
- xii. WILP Scholar trainees are expected to be on time for every session. Punctuality is non-negotiable and the faculty reserves the right to deny entry and attendance to late comers.
- xiii. Attending 75% of contact session is mandatory for each course to appear for examinations.
- xiv. Not attending classes for reasons like medical/on the job training /late coming/personal problems and other similar reasons would be treated as absenteeism.
- xv. Scholar trainees who fail to meet the minimum attendance criteria will not qualify for comprehension exams for any of the registered courses in that semester.
- xvi. For any reason, you are not able to meet the minimum attendance criteria or not complete the mandatory assignments / quiz / examinations in any semester, you are required to repeat the same semester as and when the next batch is organized. In such cases, rules and regulations governing academic programs at that time would be applicable. In addition, additional semesters fees are to be borne by you as prescribed by the University.
- xvii. At the end of each semester, the performance of each Scholar Trainee in a course, is specified as a letter grade which is obtained through a Relative Grading procedure
- xviii. Any Scholar trainee securing 3 or more cumulative fail grade at any point in time will be expelled from WILP Program.
- xix. The 8th semester of study is fully devoted for dissertation / project work
- xx. If a Scholar trainee's CGPA is less than 5.5, the Scholar trainee will not be permitted to register for the dissertation. He/she has to re-appear for exams and secure a CGPA of 5.5 before taking up the dissertation. Also, a Scholar trainee with an E grade in any course will not be permitted to register for the Dissertation
- xxi. Project / Dissertation work has to be carried out by each individual separately. Teamwork is not permitted.
- xxii. The dissertation has to be completed strictly as per the guidelines that are outlined by collaborating institution.
- xxiii. WILP Scholar trainees are expected to maintain decorum and discipline in line with Wipro's professional work culture and environment.
- xxiv. In cases where a Scholar trainee deviates from the expected behaviour as prescribed by the WILP and partnering institution from time to time , strict action will be taken and the decision of the WILP Team / faculty /, University would be final and binding.
- xxv. Breach of integrity will be dealt with sternly. Such Scholar trainees will be asked to discontinue their studies and also expelled from WILP program.
- xxvi. On successful completion of the study, you will be eligible to receive the M-Tech degree from the collaborating University, in recognition of your successfully completing the course.
- xxvii. All Scholar trainees of the WILP will be given testimonials at the end of the successful completion of the M-Tech degree program. The testimonial contains the timeline in the WILP and the kind of project works carried during this opportunity.

Mode of contact session, examination pattern and other academic program norms are subject to change based on the prevailing situation / University norms declared from time to time. Decision of the University would be final and binding.

## **8. Conflict of Interest:**

- i. During your enrolment period with the WILP, you will focus exclusively on the requirements of the program. In addition to your study and academic requirements, you are required to engage yourself exclusively in the work assigned by Wipro and shall not take up any independent or individual assignments (whether part time or full time, in an advisory capacity or otherwise) directly or indirectly without the express written consent of Head /

## Manager of WILP Academy

- ii. You shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any person who is involved in activities, which are or shall be in conflict with the interests of Wipro.
- iii. The Conflict of Interest Policy also refers to the need on your part, during your enrolment and for a period of one year from the cessation of your enrolment with WILP (irrespective of the circumstances of, or the reasons for, the cessation) not to solicit, induce or encourage:
  - a. Any student/scholar trainee of the WILP to abandon /withdraw their enrolment with the program or to accept enrolment and/or employment with any competitor, supplier or any customer with whom you have a connection.
  - b. Any employee of Wipro to terminate their employment with Wipro or to accept employment with any competitor, supplier or any customer with whom you have a connection.
  - c. Any customer or vendor of Wipro to move their existing business with Wipro to a third party or to terminate their business relationship with Wipro.
  - d. Any existing employee and/or student of WILP to become associated with, or perform services of any type for any third party.
- iv. In case of any conflict or doubt, please discuss the matter with Head / Manager of WILP, to understand Wipro's position on this and resolve the conflict.

## 9. Obligation and Responsibilities:

- i. During the study period you will be governed by the WILP regulations and instructions as may be modified, from time to time, in relation to conduct, discipline and other matters.
- ii. During your study as part of WILP, Company expects you to undergo study in the area in which you are placed, with a high standard of initiative and efficiency. This is critical and Company has zero tolerance towards any deviations.
- iii. You would not be allowed to seek membership of any local or public body without the written approval from the Head / Manager of WILP.
- iv. During the study period and thereafter, you would not be allowed to give out to anyone in writing or by word of mouth or otherwise, particulars or details of work - process, technical know-how, research carried out, security arrangements, or administrative and/or organizational matters of confidential or secret nature which you may come across during your academic study or become known to you by virtue of your undergoing study under WILP or otherwise.
- v. You are bound by all regulations, instructions and policies of the WILP and Wipro. These are updated / modified on a periodic basis and new policies may be introduced and notified to Scholar trainees from time to time and you will be bound to comply with the same.
- vi. In consideration of the opportunities, trainings and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by WILP/Wipro and in the course of your association with WILP. This covenant shall endure during your association and beyond the cessation of your association with WILP (irrespective of the circumstances of, or the reasons for, the cessation).
- vii. In connection with your association with Wipro as part of the WILP and during the term of your association upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business or academic session hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

During the period of academic study, if you develop or conceptualize inventions, ideas, concepts, discoveries, techniques and improvements (including without limitation computer software) solely or jointly with others in relation to the operation of the WILP / Wipro, such developments will be fully communicated to the WILP academy and will be the sole intellectual property of Wipro. You agree to cooperate in the execution of documents to facilitate the assignment of such intellectual property when required.

## 10. Confidentiality:

- i. In consideration of the opportunities, training and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by Wipro and in the course of your enrolment. This covenant shall endure during your enrolment and beyond the cessation of your enrolment with Wipro (irrespective of the circumstances of, or the reasons for, the cessation).
- ii. During your training on projects at Wipro, you will be expected not to use or disclose any confidential information, including trade secrets, of any former employer (if any) or other person with whom you have an obligation of confidentiality and by signing below you affirm that you have no conflicting obligations or non-compete agreements that would prevent you from working without limitation for Wipro.

## **11. Assignment of Intellectual Property**

In connection with your enrolment and during the term of your enrolment, upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

## **12. Posting**

During the initial study period, initially you would be made familiar with Wipro, but you may if needed be re-assigned or transferred to another division, department, establishment or new location where Wipro, has its office or operation and WILP classes are running in the particular location, in India, without enhancing the scholarship amount. On placement of this nature, you will also be governed by the disciplinary rules and regulations as applicable in that unit/branch. You may also be placed in any sister company of Wipro, for practical studies.

## **13. Misconduct:**

- i. In case you are charged with any misconduct or disciplinary issue during your study period, your enrolment with WILP may be temporarily placed on suspension without payment of scholarship amount, for such period as Wipro may deem fit. If the charges against you are proved to be true, your enrolment may be immediately cancelled, without any notice or payment of scholarship in lieu of notice notwithstanding any clause of this letter of enrolment. It is clarified that this clause is without prejudice to Wipro's rights to enforce the Training Agreement duly signed by you even after cancellation of your enrolment for whatever reasons as the case may be.
- ii. Notwithstanding the condition regarding written notice of termination and without prejudice to Wipro's right to enforce the Training agreement, Wipro shall have the right to terminate your academic study without any notice or payment of scholarship in lieu thereof, if any declaration given or information furnished by you to WILP/ Wipro is found to be false or if you are found to have willfully suppressed any material information.

**Please note that at any stage, whether during your selection process or upon enrolment with the WILP, if it is brought to our notice that you have indulged in malpractices or used illegal means to clear your online assessment, Wipro shall withdraw or revoke the enrolment and cancel the same with immediate effect and we reserve our rights to take suitable action against you as we may deem fit.**

## **14. Cancellation of Enrolment:**

Notwithstanding any of the clauses of this letter of enrolment, Company reserves the right at its sole discretion to cancel this enrolment during the study period without assigning any reason, by giving one month's (30 days) notice or one month's scholarship/stipend in lieu of notice.

## **15. Study Hours:**

- i. As a Scholar Trainee – Work Integrated Learning Program, you will be called upon to undergo studies during the hours and days as may be fixed by WILP from time to time as per the University requirements.
- ii. You would be assigned to any of the locations and any project work as part of your WILP as may be decided by the Company.
- iii. The full day lecture sessions will be held at any of Wipro's other establishments/outsourced venue. You may also be called upon to attend academic study as and when required on holidays, as may be scheduled in accordance with the convenience of the organizing team of the WILP.
- iv. The university will plan contact classes in multiple format to suit the project work situations and university guidelines such as contact classes in ILT (instructor Led training) and / or VILT (virtual Instructor Led Training and Self-Directed / Recorded lecture sessions).

## 16. General:

- i. This letter of enrolment is subject to the condition that you have not provided us with any false declaration or wilfully suppressed any material information. If you have, you will be liable for cancellation of enrolment from the WILP without any prior notice.
- ii. The terms of this letter of enrolment may be specifically enforced legally, if required. In this connection, if any of the provisions of this letter are declared or found to be void or unenforceable due to any reason whatsoever, the remaining provisions of this letter shall continue in full force and effect.
- iii. These enrolment terms supersede and replace any existing agreement or understanding, if any, between Wipro and you relating to the same subject matter.
- iv. You warrant that you are not prevented by a court or by any other administrative or judicial order from enrolling under this agreement. In the event that you are not a citizen of the country of posting, you should have a valid work permit to work in the country of posting.
- v. During the period of enrolment you are required to comply with all policies of WILP and Wipro. These policies are updated / modified on a periodic basis and new policies may be introduced and notified to the Scholar Trainees from time to time. You agree to comply with all policies as modified from time to time.

## 17. On Completion/Cancellation of Academic Program:

- i. On Completion of the academic program or cancellation of your enrolment , as the case may be, you will immediately surrender to Wipro/ the Academy all specifications, formulae, documents, literature, drawings or records, etc. belonging to Wipro/ the Academy or relating to its business and shall not make or retain any copies of these items.
- ii. You are not eligible to receive testimonial certificate if you do not successfully complete the academic study in accordance with this letter of enrolment and the study scheme formulated by the Academy.
- iii. Wipro reserves the right to offer employment at its sole discretion to a Scholar trainee on successful and satisfactory completion of the academic study.

## 18. Acceptance of Enrolment Letter:

Upon accepting the above terms and conditions, you are required to return the duplicate of this letter of enrolment, duly signed by you as a token of your acceptance on the day of joining WILP program.

Please confirm that the above terms are acceptable to you and that you accept the enrolment by signing a copy of this letter of enrolment and submit the same on the date of joining.

## 19. Work Allocation:

As part of your work responsibilities, you may be assigned to work on certain projects/accounts or other assignments as may be deemed fit by the Company in its sole discretion. Refusal to accept and deliver on such assignments shall be treated as a refusal to work and may result in termination of your employment or other disciplinary action.

Yours sincerely,

For **Wipro Limited**,



**Aparna Shailen**  
**General Manager - Human Resources**

I have read, understood and agree to accept the enrolment on the terms and conditions herein.

I shall be present for the induction session on



## **ANNEXURE I**

### **CONFIRMATION ON SHARING PERSONAL INFORMATION (AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT, 2000)**

I Radheshyam Thakur, confirm that I am voluntarily sharing my Personal Information with Wipro Limited ('Wipro') being a part of WILP of Wipro for the following purposes:

- a. validating my application form and retaining records on the same for any future reference/verification;
- b. processing my application form including background verification checks;
- c. academic study related actions including record keeping, processing scholarship advance and benefits and any action required in the context of my enrolment with Wipro, being a part of WILP.

In this context, I also agree to the retention of such Personal Information by Wipro for any future reference/verification and authorize Wipro to transfer the same to a third party.

I understand that 'Personal Information' means any information, relating to me that is available with Wipro and is capable of identifying me."

## **ANNEXURE II**

I hereby confirm that I shall submit the required academic certificate including but not limited to mark sheet and Provisional or Convocation Degree Certificate within 3 months from my date of joining. I understand that my enrolment is subject to my aggregate meeting the Wipro eligibility criteria and submission of the above mentioned documents.

I hereby declare that all the particulars mentioned above are true to the best of my knowledge. In the event of my failure to submit the above mentioned documents or in case of any discrepancy, I shall be liable for termination of my enrolment with Wipro.

## **ANNEXURE – III**

### **INITIAL INDUCTION PROGRAM**

The Talent Transformation team at Wipro groom's campus selects to help them face the challenges of the corporate world.

A holistic 360 degree approach to training is adopted and helps them hone their fundamental computer skills followed by insights into Wipro businesses, process, technology and behavioural skills.

To understand and appreciate the mindset of the young Trainees and ensure that the transformation is smooth, the induction program is done by a team of dedicated professionals who have exposure to the academic and corporate sectors alike. Project Readiness Program (PRP) is a training program designed to address the basic learning needs of the Trainees.

#### **Corporate Readiness Program - CRP**

The CRP program is focused on making young Trainees comfortable in a corporate environment. This program starts with a corporate induction.

"EMERGE" a behavioural skills building training program ensures that the fresh Trainee start feeling at ease in the "corporate world". This activity based behavioural intervention informs the new entrants about the corporate work culture and business etiquette.

#### **Technology Readiness Program - TRP**

The technology training provides critical technical skills required to work on projects allocated to Trainees and prepare to face the demands of the project world. We begin doing this by familiarizing with Wipro's businesses and work environment.

The methodology of training is "Project Based Learning" (PBL) approach, the entire learning is designed around a series of projects that the recruits are expected to complete individually by learning and applying various topics required to complete the project. Starting with individual projects, the PBL approach ends with recruits working on a team project.

## **ANNEXURE – IV**

I have read and understood the terms of my enrolment letter. I agree and acknowledge that I am a Student/Scholar trainee with Wipro's WILP. I further undertake that I shall not represent to any person within Wipro or any other third

party that I am an employee of Wipro Ltd and I fully understand that such false representation shall entail severe disciplinary action including immediate cancellation of my enrolment.

### **Travel, Accommodation, Food & Other Miscellaneous Expenses**

#### **Travel**

- i. You would be entitled for Rs. 1500 from the date of appointment as a lump sum amount that will be credited with your first month stipend. You may utilize this amount towards Travel and you would not need to submit bills towards usage of this amount.
- ii. There is no provision for reimbursement/allowance towards any expenses incurred in lieu of attending training or classes at different locations in the same city.

#### **Accommodation, Food & other Miscellaneous Expenses**

- i. You would be entitled for Rs.400 per day for 8 days (total amount of Rs.3,200) from the date of joining. You may utilize this amount towards accommodation, food & other miscellaneous expenses. This would be paid as a lump sum amount that will be credited with your first month stipend and you would not need to submit bills towards usage of this amount.
- ii. If your posting location (the location where you would be based out of after training) is different from the training location (location where you undergo initial training), you would be entitled for the following:  
  
Settlement and Miscellaneous Expenses: Rs.1200 per day for 7 days (total amount of Rs. 8,400) from the date of reporting to the posting location. You may utilize this amount towards boarding, lodging, conveyance & other miscellaneous expenses.
- iii. Any location change after reporting to posting location will be treated as relocation/transfer and will be covered under the Transfer policy for Team Rainbow. For details you can refer the policy at myWipro-> My Policies -> India->My Travel>Transfer Policy-Team Rainbow.
- iv. Campus joiners would not be eligible for accommodation at the Wipro guest houses.

**Please note in the event that the employee leaves the organization within 6 months from the date of joining, all payments processed under Joining & Relocation Entitlements shall be recovered from the employee at the time of exit.**

**Skill Preferences 1 :** [DAAI -Cloud & Digital Database](#)

**Location Preferences 1 :** [Bangalore](#)

**Skill Preferences 2 :** [CEP-SAP-ABAP](#)

**Location Preferences 2 :** [Mysore](#)

**Skill Preferences 3 :** [Python App](#)

**Location Preferences 3 :** [Chennai](#)

☒ Accept ☐ Decline

☒ **Signature** [Radheshyam Thakur 25/1/2023 10:00 PM](#)  
(checking the checkbox above is equivalent to a handwritten signature)

Registered Office:

**Wipro Limited** T :+91 (80) 2844 0011

Doddakannelli F :+91 (80) 2844 0054

Sarjapur Road E :info@wipro.com

Bengaluru 560 035 W :wipro.com

India C :L32102KA1945PLC020800

26168298



**Welcome to Wipro's Work Integrated Learning Program ("WILP")**

**Work Integrated Learning Programme**  
**Wipro Limited, Dodda Kannelli**  
**Sarjapur Road, Bengaluru - 560 035.**  
**Phone: (080) 28440011/12, Fax: (080) 28440256**

Dear S V DEVARAJ,

**Sub: Enrolment letter to Wipro's Work Integrated Learning Program ("WILP") as Scholar Trainee – Work Integrated Learning Program**

Welcome to WILP!

With reference to your application, it is our pleasure to enroll you as a Scholar Trainee – Work Integrated Learning Program. This is a scholarship program customized as a robust academic and training program which will enable you to obtain M-Tech degree from one of the premier engineering institution / University in India.

The duration of the academic program shall be 48 months from the **date of enrolment to the academic program**. You will be enrolled into the academic program within 12 months from date of joining. Your date of joining will be intimated through a separate communication.

We hope you enjoy the learning with WILP and have an enriching experience being a part of Wipro Limited ("Wipro or "Company").

Please read through the terms and conditions of your enrolment as provided below.

We look forward to having a long and fruitful relationship with you at WILP, Wish you all the best!

Yours sincerely,  
For **Wipro Limited**,

**Aparna Shailen**  
**General Manager - Human Resources**

**Endorsement**

I accept the enrolment and the terms and conditions thereof as specified below. I shall report for undergoing study on

**Terms & Conditions of Scholarship**

**1. PROFILE:**

You have been selected to be a part of Wipro's WILP and are enrolled as a Scholar Trainee- Work Integrated Learning Program. Upon joining WILP, you will have to undergo a "Project Readiness Program" ('PRP') that prepares you to participate in projects at the Company as part of this learning program. This robust academic program will also enable you to obtain **M-Tech degree from one of the premier engineering Institution / University** upon successful completion of the course.

**2. DURATION:**

The duration of your academic program will be for a period of 48 months from the date of enrolment to the academic program. You will be enrolled into the academic program within 12 months from date of joining. Unless the Company extends the period of your study in writing, which is done solely at the discretion of the Company, your enrolment would automatically terminate at the end of the stated 48 months.

In case the Company extends the academic period (in writing) you will continue to be enrolled as a Scholar Trainee – Work Integrated Learning Program with WILP.

### 3. Appointment details:

We provide support to our global customers through various Company locations in India to suit customer requirements by operating 24x7. You would be operating from any of these locations and in any of the shifts, including night shift, as may be decided by the Company, keeping in mind the business needs and deliverables to customers.

### 4. Scholarship/Stipend and Benefits

During your period of enrolment, you would be entitled to a consolidated monthly scholarship.

Apart from the monthly scholarship, the Company will provide you with life & accidental insurance that would include a cover for you, the premium / cost will be taken care of by Wipro. This is a voluntary benefit offered by the Company and the details of the same are listed below.

- i. A Group Personal Accident Insurance (GPAI) coverage of **Rs.12,00,000/-**. You could also choose to get additional coverage for a nominal and highly negotiated premium. More details on the policy are available in My Policies section in myWipro, the HR portal at Wipro.
- ii. Group Life Insurance coverage of **Rs.14, 00,000/-**. This sum insured is inclusive of cover as per EDLI (Employee Deposit Linked Insurance). You can also get an extra coverage for a nominal and highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

In addition to the above, you are also eligible for medical insurance cover towards hospitalization.

You are eligible for a floater coverage of Rs.2,00,000/- per annum for family (self, spouse & children) towards hospitalization. There will be a deduction from your monthly scholarship/stipend depending on your marital/family status towards the base sum insured premium. 10% of the claim amount would need to be borne by the employee/Scholar trainee.

Base Medical insurance is to be availed by the employee as default. It is accounted for in deductions as a nominal monthly charge. Top-Up cover is voluntary and charged as applicable during renewal timelines.

If you wish to enhance the coverage, a top up cover option is also available for a highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

The below table lists down your scholarship details:

| Period      | Scholarship | ESI | Consolidated Scholarship (Rs. Per Month) |
|-------------|-------------|-----|------------------------------------------|
| First year  | 15000       | 488 | 15,488/- (*)                             |
| Second year | 17000       | 553 | 17,553/- (*)                             |
| Third year  | 19000       | 618 | 19,618/- (*)                             |
| Fourth year | 23000       | 0   | 23,000/- (*)                             |

(\*) You shall be responsible for payment of all statutory contributions, taxes, dues and levies as may be required under the relevant laws including contributions under Employees' State Insurance Corporation Act (**at 0.75% of your Scholarship**) as and when applicable to you. Such contributions, taxes, dues and levies where required, shall be deducted from your Scholarship and benefits according to applicable laws and regulations.

Your fourth-year scholarship will continue until completion of your M-Tech program. Your enrolment into the MTech academic program within 12 months from date of joining.

You shall be eligible to receive a onetime "joining bonus" of Rs.75,000 after you join Wipro along with your first month salary. All applicable taxes on the payment of this amount will be borne by you. Please note in the event you leave the organization within 12 months from the date of joining, payment processed under Joining bonus shall be recovered from the employee at the time of exit.

The enhancement of the scholarship at the end of each academic year of study will be at the discretion of the Company and subject to your satisfactory progress of study, acquisition of skills, behavior, regularity and punctuality in attendance. Your continued enrolment in the course, will be at the discretion of the Company, and is subject to satisfactory academic performance and other requirements as prescribed in the WILP portal.

In case your project performance at any stage is not found to be at par with the requirement of WILP, then you would be placed on performance improvement program (PIP). If you fail to successfully complete the PIP, the Company may at its sole discretion discontinue your enrolment in the WILP program.

#### **Book Allowance:**

A Book Allowance of Rs.1,250/- will be provided to you per semester. This allowance will be given every semester except the last semester when you will be engaged in dissertation. The allowance will be paid to you centrally along with your scholarship during the course of each semester. The allowance will be subject to tax. Book allowance is applicable and paid only when you are registered for the semester.

#### **5. Training Agreement:**

- i. This letter of enrolment is subject to the execution of a training agreement in the prescribed proforma with Wipro Limited, Sarjapur Road, Doddakannelli, Bengaluru-560035 on or before joining the program ("Training Agreement").
- ii. This Training agreement shall be for a total period of 60 Months where you will be mentored for developing your skills and knowledge. This included technical training, in various formats, both online and offline and practical experience in various projects. The Company invests on your behalf for the cost of these trainings. Should you discontinue the WILP program or your enrolment with WILP is cancelled for any reason whatsoever before the completion of 60 months from the date of joining, the training expenses of Rs.75,000/-(Rupees Seventy five thousand only) will have to be paid by you as detailed in the Training Agreement.

#### **6. PROJECT READINESS PROGRAM (PRP)**

Upon enrolment, you will have to undergo a Project Readiness Program (PRP) to prepare you to participate in projects. This is offered by Wipro's - Talent Transformation Department to all campus and off-campus selects. The broad objective of PRP is to equip you with the necessary knowledge and skills that will enable you to start working on real-life project work which is an integral part of the WILP.

#### **7. Regulations of Academic study:**

- i. You will be enrolled for M-Tech program with a renowned institution ("University") that collaborates with Wipro for WILP.
- ii. Course specialization includes but is not limited to Software Systems, Software Engineering, Information Technology, Computing Systems and Infrastructure Management, Data Analytics, IoT, Cloud, Digital & Cyber security, Embedded Systems.
- iii. Your specialization and enrolment would be decided based on prevailing business requirements and decision of the Company is final and binding.
- iv. You will not be able to change Specialization track after enrolment.
- v. Overall program duration is 4 years from date of enrolment of academic program.
- vi. As per the program structure, a WILP Scholar trainee will register and pursue 4 to 6 courses per semester over 7 semesters.
- vii. You will be required to submit a project work / dissertation in your final semester (8<sup>th</sup> semester of your program). This will enable you to advance your professional capabilities by applying concepts and techniques in projects.
- viii. Each course has multiple evaluation components. This includes an assignment component, quiz, mid-semester examination and comprehension examination. All evaluation components are mandatory for securing a pass grade in a course as prescribed by the partnering institution.

- ix. Contact classes are organized as per the handout and calendar prepared and shared by the University at the beginning of each semester. In the normal course, one session of 2 hours duration per course per contact class is organized.
- x. You will be called upon to undergo studies during the hours and days as may be fixed by the Company from time to time. Normally, the study hours would be from 9:00am to 6:00pm
- xi. The faculty will take attendance/circulate attendance sheets for every session. It is your responsibility to ensure that your attendances are recorded properly.
- xii. WILP Scholar trainees are expected to be on time for every session. Punctuality is non-negotiable and the faculty reserves the right to deny entry and attendance to late comers.
- xiii. Attending 75% of contact session is mandatory for each course to appear for examinations.
- xiv. Not attending classes for reasons like medical/on the job training /late coming/personal problems and other similar reasons would be treated as absenteeism.
- xv. Scholar trainees who fail to meet the minimum attendance criteria will not qualify for comprehension exams for any of the registered courses in that semester.
- xvi. For any reason, you are not able to meet the minimum attendance criteria or not complete the mandatory assignments / quiz / examinations in any semester, you are required to repeat the same semester as and when the next batch is organized. In such cases, rules and regulations governing academic programs at that time would be applicable. In addition, additional semesters fees are to be borne by you as prescribed by the University.
- xvii. At the end of each semester, the performance of each Scholar Trainee in a course, is specified as a letter grade which is obtained through a Relative Grading procedure
- xviii. Any Scholar trainee securing 3 or more cumulative fail grade at any point in time will be expelled from WILP Program.
- xix. The 8th semester of study is fully devoted for dissertation / project work
- xx. If a Scholar trainee's CGPA is less than 5.5, the Scholar trainee will not be permitted to register for the dissertation. He/she has to re-appear for exams and secure a CGPA of 5.5 before taking up the dissertation. Also, a Scholar trainee with an E grade in any course will not be permitted to register for the Dissertation
- xxi. Project / Dissertation work has to be carried out by each individual separately. Teamwork is not permitted.
- xxii. The dissertation has to be completed strictly as per the guidelines that are outlined by collaborating institution.
- xxiii. WILP Scholar trainees are expected to maintain decorum and discipline in line with Wipro's professional work culture and environment.
- xxiv. In cases where a Scholar trainee deviates from the expected behaviour as prescribed by the WILP and partnering institution from time to time , strict action will be taken and the decision of the WILP Team / faculty /, University would be final and binding.
- xxv. Breach of integrity will be dealt with sternly. Such Scholar trainees will be asked to discontinue their studies and also expelled from WILP program.
- xxvi. On successful completion of the study, you will be eligible to receive the M-Tech degree from the collaborating University, in recognition of your successfully completing the course.
- xxvii. All Scholar trainees of the WILP will be given testimonials at the end of the successful completion of the M-Tech degree program. The testimonial contains the timeline in the WILP and the kind of project works carried during this opportunity.

Mode of contact session, examination pattern and other academic program norms are subject to change based on the prevailing situation / University norms declared from time to time. Decision of the University would be final and binding.

## **8. Conflict of Interest:**

- i. During your enrolment period with the WILP, you will focus exclusively on the requirements of the program. In addition to your study and academic requirements, you are required to engage yourself exclusively in the work assigned by Wipro and shall not take up any independent or individual assignments (whether part time or full time, in an advisory capacity or otherwise) directly or indirectly without the express written consent of Head /

## Manager of WILP Academy

- ii. You shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any person who is involved in activities, which are or shall be in conflict with the interests of Wipro.
- iii. The Conflict of Interest Policy also refers to the need on your part, during your enrolment and for a period of one year from the cessation of your enrolment with WILP (irrespective of the circumstances of, or the reasons for, the cessation) not to solicit, induce or encourage:
  - a. Any student/scholar trainee of the WILP to abandon /withdraw their enrolment with the program or to accept enrolment and/or employment with any competitor, supplier or any customer with whom you have a connection.
  - b. Any employee of Wipro to terminate their employment with Wipro or to accept employment with any competitor, supplier or any customer with whom you have a connection.
  - c. Any customer or vendor of Wipro to move their existing business with Wipro to a third party or to terminate their business relationship with Wipro.
  - d. Any existing employee and/or student of WILP to become associated with, or perform services of any type for any third party.
- iv. In case of any conflict or doubt, please discuss the matter with Head / Manager of WILP, to understand Wipro's position on this and resolve the conflict.

## 9. Obligation and Responsibilities:

- i. During the study period you will be governed by the WILP regulations and instructions as may be modified, from time to time, in relation to conduct, discipline and other matters.
- ii. During your study as part of WILP, Company expects you to undergo study in the area in which you are placed, with a high standard of initiative and efficiency. This is critical and Company has zero tolerance towards any deviations.
- iii. You would not be allowed to seek membership of any local or public body without the written approval from the Head / Manager of WILP.
- iv. During the study period and thereafter, you would not be allowed to give out to anyone in writing or by word of mouth or otherwise, particulars or details of work - process, technical know-how, research carried out, security arrangements, or administrative and/or organizational matters of confidential or secret nature which you may come across during your academic study or become known to you by virtue of your undergoing study under WILP or otherwise.
- v. You are bound by all regulations, instructions and policies of the WILP and Wipro. These are updated / modified on a periodic basis and new policies may be introduced and notified to Scholar trainees from time to time and you will be bound to comply with the same.
- vi. In consideration of the opportunities, trainings and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by WILP/Wipro and in the course of your association with WILP. This covenant shall endure during your association and beyond the cessation of your association with WILP (irrespective of the circumstances of, or the reasons for, the cessation).
- vii. In connection with your association with Wipro as part of the WILP and during the term of your association upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business or academic session hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

During the period of academic study, if you develop or conceptualize inventions, ideas, concepts, discoveries, techniques and improvements (including without limitation computer software) solely or jointly with others in relation to the operation of the WILP / Wipro, such developments will be fully communicated to the WILP academy and will be the sole intellectual property of Wipro. You agree to cooperate in the execution of documents to facilitate the assignment of such intellectual property when required.

## 10. Confidentiality:

- i. In consideration of the opportunities, training and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by Wipro and in the course of your enrolment. This covenant shall endure during your enrolment and beyond the cessation of your enrolment with Wipro (irrespective of the circumstances of, or the reasons for, the cessation).
- ii. During your training on projects at Wipro, you will be expected not to use or disclose any confidential information, including trade secrets, of any former employer (if any) or other person with whom you have an obligation of confidentiality and by signing below you affirm that you have no conflicting obligations or non-compete agreements that would prevent you from working without limitation for Wipro.

## **11. Assignment of Intellectual Property**

In connection with your enrolment and during the term of your enrolment, upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

## **12. Posting**

During the initial study period, initially you would be made familiar with Wipro, but you may if needed be re-assigned or transferred to another division, department, establishment or new location where Wipro, has its office or operation and WILP classes are running in the particular location, in India, without enhancing the scholarship amount. On placement of this nature, you will also be governed by the disciplinary rules and regulations as applicable in that unit/branch. You may also be placed in any sister company of Wipro, for practical studies.

## **13. Misconduct:**

- i. In case you are charged with any misconduct or disciplinary issue during your study period, your enrolment with WILP may be temporarily placed on suspension without payment of scholarship amount, for such period as Wipro may deem fit. If the charges against you are proved to be true, your enrolment may be immediately cancelled, without any notice or payment of scholarship in lieu of notice notwithstanding any clause of this letter of enrolment. It is clarified that this clause is without prejudice to Wipro's rights to enforce the Training Agreement duly signed by you even after cancellation of your enrolment for whatever reasons as the case may be.
- ii. Notwithstanding the condition regarding written notice of termination and without prejudice to Wipro's right to enforce the Training agreement, Wipro shall have the right to terminate your academic study without any notice or payment of scholarship in lieu thereof, if any declaration given or information furnished by you to WILP/ Wipro is found to be false or if you are found to have willfully suppressed any material information.

**Please note that at any stage, whether during your selection process or upon enrolment with the WILP, if it is brought to our notice that you have indulged in malpractices or used illegal means to clear your online assessment, Wipro shall withdraw or revoke the enrolment and cancel the same with immediate effect and we reserve our rights to take suitable action against you as we may deem fit.**

## **14. Cancellation of Enrolment:**

Notwithstanding any of the clauses of this letter of enrolment, Company reserves the right at its sole discretion to cancel this enrolment during the study period without assigning any reason, by giving one month's (30 days) notice or one month's scholarship/stipend in lieu of notice.

## **15. Study Hours:**

- i. As a Scholar Trainee – Work Integrated Learning Program, you will be called upon to undergo studies during the hours and days as may be fixed by WILP from time to time as per the University requirements.
- ii. You would be assigned to any of the locations and any project work as part of your WILP as may be decided by the Company.
- iii. The full day lecture sessions will be held at any of Wipro's other establishments/outsourced venue. You may also be called upon to attend academic study as and when required on holidays, as may be scheduled in accordance with the convenience of the organizing team of the WILP.
- iv. The university will plan contact classes in multiple format to suit the project work situations and university guidelines such as contact classes in ILT (instructor Led training) and / or VILT (virtual Instructor Led Training and Self-Directed / Recorded lecture sessions).



## 16. General:

- i. This letter of enrolment is subject to the condition that you have not provided us with any false declaration or wilfully suppressed any material information. If you have, you will be liable for cancellation of enrolment from the WILP without any prior notice.
- ii. The terms of this letter of enrolment may be specifically enforced legally, if required. In this connection, if any of the provisions of this letter are declared or found to be void or unenforceable due to any reason whatsoever, the remaining provisions of this letter shall continue in full force and effect.
- iii. These enrolment terms supersede and replace any existing agreement or understanding, if any, between Wipro and you relating to the same subject matter.
- iv. You warrant that you are not prevented by a court or by any other administrative or judicial order from enrolling under this agreement. In the event that you are not a citizen of the country of posting, you should have a valid work permit to work in the country of posting.
- v. During the period of enrolment you are required to comply with all policies of WILP and Wipro. These policies are updated / modified on a periodic basis and new policies may be introduced and notified to the Scholar Trainees from time to time. You agree to comply with all policies as modified from time to time.

## 17. On Completion/Cancellation of Academic Program:

- i. On Completion of the academic program or cancellation of your enrolment , as the case may be, you will immediately surrender to Wipro/ the Academy all specifications, formulae, documents, literature, drawings or records, etc. belonging to Wipro/ the Academy or relating to its business and shall not make or retain any copies of these items.
- ii. You are not eligible to receive testimonial certificate if you do not successfully complete the academic study in accordance with this letter of enrolment and the study scheme formulated by the Academy.
- iii. Wipro reserves the right to offer employment at its sole discretion to a Scholar trainee on successful and satisfactory completion of the academic study.

## 18. Acceptance of Enrolment Letter:

Upon accepting the above terms and conditions, you are required to return the duplicate of this letter of enrolment, duly signed by you as a token of your acceptance on the day of joining WILP program.

Please confirm that the above terms are acceptable to you and that you accept the enrolment by signing a copy of this letter of enrolment and submit the same on the date of joining.

## 19. Work Allocation:

As part of your work responsibilities, you may be assigned to work on certain projects/accounts or other assignments as may be deemed fit by the Company in its sole discretion. Refusal to accept and deliver on such assignments shall be treated as a refusal to work and may result in termination of your employment or other disciplinary action.

Yours sincerely,

For **Wipro Limited**,



**Aparna Shailen**  
**General Manager - Human Resources**

I have read, understood and agree to accept the enrolment on the terms and conditions herein.

I shall be present for the induction session on

## **ANNEXURE I**

### **CONFIRMATION ON SHARING PERSONAL INFORMATION (AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT, 2000)**

I Radheshyam Thakur, confirm that I am voluntarily sharing my Personal Information with Wipro Limited ('Wipro') being a part of WILP of Wipro for the following purposes:

- a. validating my application form and retaining records on the same for any future reference/verification;
- b. processing my application form including background verification checks;
- c. academic study related actions including record keeping, processing scholarship advance and benefits and any action required in the context of my enrolment with Wipro, being a part of WILP.

In this context, I also agree to the retention of such Personal Information by Wipro for any future reference/verification and authorize Wipro to transfer the same to a third party.

I understand that 'Personal Information' means any information, relating to me that is available with Wipro and is capable of identifying me."

## **ANNEXURE II**

I hereby confirm that I shall submit the required academic certificate including but not limited to mark sheet and Provisional or Convocation Degree Certificate within 3 months from my date of joining. I understand that my enrolment is subject to my aggregate meeting the Wipro eligibility criteria and submission of the above mentioned documents.

I hereby declare that all the particulars mentioned above are true to the best of my knowledge. In the event of my failure to submit the above mentioned documents or in case of any discrepancy, I shall be liable for termination of my enrolment with Wipro.

## **ANNEXURE – III**

### **INITIAL INDUCTION PROGRAM**

The Talent Transformation team at Wipro groom's campus selects to help them face the challenges of the corporate world.

A holistic 360 degree approach to training is adopted and helps them hone their fundamental computer skills followed by insights into Wipro businesses, process, technology and behavioural skills.

To understand and appreciate the mindset of the young Trainees and ensure that the transformation is smooth, the induction program is done by a team of dedicated professionals who have exposure to the academic and corporate sectors alike. Project Readiness Program (PRP) is a training program designed to address the basic learning needs of the Trainees.

#### **Corporate Readiness Program - CRP**

The CRP program is focused on making young Trainees comfortable in a corporate environment. This program starts with a corporate induction.

"EMERGE" a behavioural skills building training program ensures that the fresh Trainee start feeling at ease in the "corporate world". This activity based behavioural intervention informs the new entrants about the corporate work culture and business etiquette.

#### **Technology Readiness Program - TRP**

The technology training provides critical technical skills required to work on projects allocated to Trainees and prepare to face the demands of the project world. We begin doing this by familiarizing with Wipro's businesses and work environment.

The methodology of training is "Project Based Learning" (PBL) approach, the entire learning is designed around a series of projects that the recruits are expected to complete individually by learning and applying various topics required to complete the project. Starting with individual projects, the PBL approach ends with recruits working on a team project.

## **ANNEXURE – IV**

I have read and understood the terms of my enrolment letter. I agree and acknowledge that I am a Student/Scholar trainee with Wipro's WILP. I further undertake that I shall not represent to any person within Wipro or any other third

party that I am an employee of Wipro Ltd and I fully understand that such false representation shall entail severe disciplinary action including immediate cancellation of my enrolment.

### **Travel, Accommodation, Food & Other Miscellaneous Expenses**

#### **Travel**

- i. You would be entitled for Rs. 1500 from the date of appointment as a lump sum amount that will be credited with your first month stipend. You may utilize this amount towards Travel and you would not need to submit bills towards usage of this amount.
- ii. There is no provision for reimbursement/allowance towards any expenses incurred in lieu of attending training or classes at different locations in the same city.

#### **Accommodation, Food & other Miscellaneous Expenses**

- i. You would be entitled for Rs.400 per day for 8 days (total amount of Rs.3,200) from the date of joining. You may utilize this amount towards accommodation, food & other miscellaneous expenses. This would be paid as a lump sum amount that will be credited with your first month stipend and you would not need to submit bills towards usage of this amount.
- ii. If your posting location (the location where you would be based out of after training) is different from the training location (location where you undergo initial training), you would be entitled for the following:  
  
Settlement and Miscellaneous Expenses: Rs.1200 per day for 7 days (total amount of Rs. 8,400) from the date of reporting to the posting location. You may utilize this amount towards boarding, lodging, conveyance & other miscellaneous expenses.
- iii. Any location change after reporting to posting location will be treated as relocation/transfer and will be covered under the Transfer policy for Team Rainbow. For details you can refer the policy at myWipro-> My Policies -> India->My Travel>Transfer Policy-Team Rainbow.
- iv. Campus joiners would not be eligible for accommodation at the Wipro guest houses.

**Please note in the event that the employee leaves the organization within 6 months from the date of joining, all payments processed under Joining & Relocation Entitlements shall be recovered from the employee at the time of exit.**

**Skill Preferences 1 :** [DAAI -Cloud & Digital Database](#)

**Location Preferences 1 :** [Bangalore](#)

**Skill Preferences 2 :** [CEP-SAP-ABAP](#)

**Location Preferences 2 :** [Mysore](#)

**Skill Preferences 3 :** [Python App](#)

**Location Preferences 3 :** [Chennai](#)

☒ Accept ☐ Decline

☒ **Signature** [Radheshyam Thakur 25/1/2023 10:00 PM](#)  
(checking the checkbox above is equivalent to a handwritten signature)

Registered Office:

**Wipro Limited** T :+91 (80) 2844 0011

Doddakannelli F :+91 (80) 2844 0054

Sarjapur Road E :info@wipro.com

Bengaluru 560 035 W :wipro.com

India C :L32102KA1945PLC020800

26168298



## Welcome to Wipro's Work Integrated Learning Program ("WILP")

**Work Integrated Learning Programme**  
**Wipro Limited, Dodda Kannelli**  
**Sarjapur Road, Bengaluru - 560 035.**  
**Phone: (080) 28440011/12, Fax: (080) 28440256**

Dear SAAD ABDUL MAJEED,

### **Sub: Enrolment letter to Wipro's Work Integrated Learning Program ("WILP") as Scholar Trainee – Work Integrated Learning Program**

Welcome to WILP!

With reference to your application, it is our pleasure to enroll you as a Scholar Trainee – Work Integrated Learning Program. This is a scholarship program customized as a robust academic and training program which will enable you to obtain M-Tech degree from one of the premier engineering institution / University in India.

The duration of the academic program shall be 48 months from the **date of enrolment to the academic program**. You will be enrolled into the academic program within 12 months from date of joining. Your date of joining will be intimated through a separate communication.

We hope you enjoy the learning with WILP and have an enriching experience being a part of Wipro Limited ("Wipro or "Company").

Please read through the terms and conditions of your enrolment as provided below.

We look forward to having a long and fruitful relationship with you at WILP, Wish you all the best!

Yours sincerely,  
For **Wipro Limited**,

**Aparna Shailen**  
**General Manager - Human Resources**

### **Endorsement**

I accept the enrolment and the terms and conditions thereof as specified below. I shall report for undergoing study on

### **Terms & Conditions of Scholarship**

#### **1. PROFILE:**

You have been selected to be a part of Wipro's WILP and are enrolled as a Scholar Trainee- Work Integrated Learning Program. Upon joining WILP, you will have to undergo a "Project Readiness Program" ('PRP') that prepares you to participate in projects at the Company as part of this learning program. This robust academic program will also enable you to obtain **M-Tech degree from one of the premier engineering Institution / University** upon successful completion of the course.

#### **2. DURATION:**

The duration of your academic program will be for a period of 48 months from the date of enrolment to the academic program. You will be enrolled into the academic program within 12 months from date of joining. Unless the Company extends the period of your study in writing, which is done solely at the discretion of the Company, your enrolment would automatically terminate at the end of the stated 48 months.

In case the Company extends the academic period (in writing) you will continue to be enrolled as a Scholar Trainee – Work Integrated Learning Program with WILP.

### 3. Appointment details:

We provide support to our global customers through various Company locations in India to suit customer requirements by operating 24x7. You would be operating from any of these locations and in any of the shifts, including night shift, as may be decided by the Company, keeping in mind the business needs and deliverables to customers.

### 4. Scholarship/Stipend and Benefits

During your period of enrolment, you would be entitled to a consolidated monthly scholarship.

Apart from the monthly scholarship, the Company will provide you with life & accidental insurance that would include a cover for you, the premium / cost will be taken care of by Wipro. This is a voluntary benefit offered by the Company and the details of the same are listed below.

- i. A Group Personal Accident Insurance (GPAI) coverage of **Rs.12,00,000/-**. You could also choose to get additional coverage for a nominal and highly negotiated premium. More details on the policy are available in My Policies section in myWipro, the HR portal at Wipro.
- ii. Group Life Insurance coverage of **Rs.14, 00,000/-**. This sum insured is inclusive of cover as per EDLI (Employee Deposit Linked Insurance). You can also get an extra coverage for a nominal and highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

In addition to the above, you are also eligible for medical insurance cover towards hospitalization.

You are eligible for a floater coverage of Rs.2,00,000/- per annum for family (self, spouse & children) towards hospitalization. There will be a deduction from your monthly scholarship/stipend depending on your marital/family status towards the base sum insured premium. 10% of the claim amount would need to be borne by the employee/Scholar trainee.

Base Medical insurance is to be availed by the employee as default. It is accounted for in deductions as a nominal monthly charge. Top-Up cover is voluntary and charged as applicable during renewal timelines.

If you wish to enhance the coverage, a top up cover option is also available for a highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

The below table lists down your scholarship details:

| Period      | Scholarship | ESI | Consolidated Scholarship (Rs. Per Month) |
|-------------|-------------|-----|------------------------------------------|
| First year  | 15000       | 488 | 15,488/- (*)                             |
| Second year | 17000       | 553 | 17,553/- (*)                             |
| Third year  | 19000       | 618 | 19,618/- (*)                             |
| Fourth year | 23000       | 0   | 23,000/- (*)                             |

(\*) You shall be responsible for payment of all statutory contributions, taxes, dues and levies as may be required under the relevant laws including contributions under Employees' State Insurance Corporation Act (**at 0.75% of your Scholarship**) as and when applicable to you. Such contributions, taxes, dues and levies where required, shall be deducted from your Scholarship and benefits according to applicable laws and regulations.

Your fourth-year scholarship will continue until completion of your M-Tech program. Your enrolment into the MTech academic program within 12 months from date of joining.

You shall be eligible to receive a onetime "joining bonus" of Rs.75,000 after you join Wipro along with your first month salary. All applicable taxes on the payment of this amount will be borne by you. Please note in the event you leave the organization within 12 months from the date of joining, payment processed under Joining bonus shall be recovered from the employee at the time of exit.

The enhancement of the scholarship at the end of each academic year of study will be at the discretion of the Company and subject to your satisfactory progress of study, acquisition of skills, behavior, regularity and punctuality in attendance. Your continued enrolment in the course, will be at the discretion of the Company, and is subject to satisfactory academic performance and other requirements as prescribed in the WILP portal.

In case your project performance at any stage is not found to be at par with the requirement of WILP, then you would be placed on performance improvement program (PIP). If you fail to successfully complete the PIP, the Company may at its sole discretion discontinue your enrolment in the WILP program.

#### **Book Allowance:**

A Book Allowance of Rs.1,250/- will be provided to you per semester. This allowance will be given every semester except the last semester when you will be engaged in dissertation. The allowance will be paid to you centrally along with your scholarship during the course of each semester. The allowance will be subject to tax. Book allowance is applicable and paid only when you are registered for the semester.

#### **5. Training Agreement:**

- i. This letter of enrolment is subject to the execution of a training agreement in the prescribed proforma with Wipro Limited, Sarjapur Road, Doddakannelli, Bengaluru-560035 on or before joining the program ("Training Agreement").
- ii. This Training agreement shall be for a total period of 60 Months where you will be mentored for developing your skills and knowledge. This included technical training, in various formats, both online and offline and practical experience in various projects. The Company invests on your behalf for the cost of these trainings. Should you discontinue the WILP program or your enrolment with WILP is cancelled for any reason whatsoever before the completion of 60 months from the date of joining, the training expenses of Rs.75,000/-(Rupees Seventy five thousand only) will have to be paid by you as detailed in the Training Agreement.

#### **6. PROJECT READINESS PROGRAM (PRP)**

Upon enrolment, you will have to undergo a Project Readiness Program (PRP) to prepare you to participate in projects. This is offered by Wipro's - Talent Transformation Department to all campus and off-campus selects. The broad objective of PRP is to equip you with the necessary knowledge and skills that will enable you to start working on real-life project work which is an integral part of the WILP.

#### **7. Regulations of Academic study:**

- i. You will be enrolled for M-Tech program with a renowned institution ("University") that collaborates with Wipro for WILP.
- ii. Course specialization includes but is not limited to Software Systems, Software Engineering, Information Technology, Computing Systems and Infrastructure Management, Data Analytics, IoT, Cloud, Digital & Cyber security, Embedded Systems.
- iii. Your specialization and enrolment would be decided based on prevailing business requirements and decision of the Company is final and binding.
- iv. You will not be able to change Specialization track after enrolment.
- v. Overall program duration is 4 years from date of enrolment of academic program.
- vi. As per the program structure, a WILP Scholar trainee will register and pursue 4 to 6 courses per semester over 7 semesters.
- vii. You will be required to submit a project work / dissertation in your final semester (8<sup>th</sup> semester of your program). This will enable you to advance your professional capabilities by applying concepts and techniques in projects.
- viii. Each course has multiple evaluation components. This includes an assignment component, quiz, mid-semester examination and comprehension examination. All evaluation components are mandatory for securing a pass grade in a course as prescribed by the partnering institution.

- ix. Contact classes are organized as per the handout and calendar prepared and shared by the University at the beginning of each semester. In the normal course, one session of 2 hours duration per course per contact class is organized.
- x. You will be called upon to undergo studies during the hours and days as may be fixed by the Company from time to time. Normally, the study hours would be from 9:00am to 6:00pm
- xi. The faculty will take attendance/circulate attendance sheets for every session. It is your responsibility to ensure that your attendances are recorded properly.
- xii. WILP Scholar trainees are expected to be on time for every session. Punctuality is non-negotiable and the faculty reserves the right to deny entry and attendance to late comers.
- xiii. Attending 75% of contact session is mandatory for each course to appear for examinations.
- xiv. Not attending classes for reasons like medical/on the job training /late coming/personal problems and other similar reasons would be treated as absenteeism.
- xv. Scholar trainees who fail to meet the minimum attendance criteria will not qualify for comprehension exams for any of the registered courses in that semester.
- xvi. For any reason, you are not able to meet the minimum attendance criteria or not complete the mandatory assignments / quiz / examinations in any semester, you are required to repeat the same semester as and when the next batch is organized. In such cases, rules and regulations governing academic programs at that time would be applicable. In addition, additional semesters fees are to be borne by you as prescribed by the University.
- xvii. At the end of each semester, the performance of each Scholar Trainee in a course, is specified as a letter grade which is obtained through a Relative Grading procedure
- xviii. Any Scholar trainee securing 3 or more cumulative fail grade at any point in time will be expelled from WILP Program.
- xix. The 8th semester of study is fully devoted for dissertation / project work
- xx. If a Scholar trainee's CGPA is less than 5.5, the Scholar trainee will not be permitted to register for the dissertation. He/she has to re-appear for exams and secure a CGPA of 5.5 before taking up the dissertation. Also, a Scholar trainee with an E grade in any course will not be permitted to register for the Dissertation
- xxi. Project / Dissertation work has to be carried out by each individual separately. Teamwork is not permitted.
- xxii. The dissertation has to be completed strictly as per the guidelines that are outlined by collaborating institution.
- xxiii. WILP Scholar trainees are expected to maintain decorum and discipline in line with Wipro's professional work culture and environment.
- xxiv. In cases where a Scholar trainee deviates from the expected behaviour as prescribed by the WILP and partnering institution from time to time , strict action will be taken and the decision of the WILP Team / faculty /, University would be final and binding.
- xxv. Breach of integrity will be dealt with sternly. Such Scholar trainees will be asked to discontinue their studies and also expelled from WILP program.
- xxvi. On successful completion of the study, you will be eligible to receive the M-Tech degree from the collaborating University, in recognition of your successfully completing the course.
- xxvii. All Scholar trainees of the WILP will be given testimonials at the end of the successful completion of the M-Tech degree program. The testimonial contains the timeline in the WILP and the kind of project works carried during this opportunity.

Mode of contact session, examination pattern and other academic program norms are subject to change based on the prevailing situation / University norms declared from time to time. Decision of the University would be final and binding.

## **8. Conflict of Interest:**

- i. During your enrolment period with the WILP, you will focus exclusively on the requirements of the program. In addition to your study and academic requirements, you are required to engage yourself exclusively in the work assigned by Wipro and shall not take up any independent or individual assignments (whether part time or full time, in an advisory capacity or otherwise) directly or indirectly without the express written consent of Head /

## Manager of WILP Academy

- ii. You shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any person who is involved in activities, which are or shall be in conflict with the interests of Wipro.
- iii. The Conflict of Interest Policy also refers to the need on your part, during your enrolment and for a period of one year from the cessation of your enrolment with WILP (irrespective of the circumstances of, or the reasons for, the cessation) not to solicit, induce or encourage:
  - a. Any student/scholar trainee of the WILP to abandon /withdraw their enrolment with the program or to accept enrolment and/or employment with any competitor, supplier or any customer with whom you have a connection.
  - b. Any employee of Wipro to terminate their employment with Wipro or to accept employment with any competitor, supplier or any customer with whom you have a connection.
  - c. Any customer or vendor of Wipro to move their existing business with Wipro to a third party or to terminate their business relationship with Wipro.
  - d. Any existing employee and/or student of WILP to become associated with, or perform services of any type for any third party.
- iv. In case of any conflict or doubt, please discuss the matter with Head / Manager of WILP, to understand Wipro's position on this and resolve the conflict.

## 9. Obligation and Responsibilities:

- i. During the study period you will be governed by the WILP regulations and instructions as may be modified, from time to time, in relation to conduct, discipline and other matters.
- ii. During your study as part of WILP, Company expects you to undergo study in the area in which you are placed, with a high standard of initiative and efficiency. This is critical and Company has zero tolerance towards any deviations.
- iii. You would not be allowed to seek membership of any local or public body without the written approval from the Head / Manager of WILP.
- iv. During the study period and thereafter, you would not be allowed to give out to anyone in writing or by word of mouth or otherwise, particulars or details of work - process, technical know-how, research carried out, security arrangements, or administrative and/or organizational matters of confidential or secret nature which you may come across during your academic study or become known to you by virtue of your undergoing study under WILP or otherwise.
- v. You are bound by all regulations, instructions and policies of the WILP and Wipro. These are updated / modified on a periodic basis and new policies may be introduced and notified to Scholar trainees from time to time and you will be bound to comply with the same.
- vi. In consideration of the opportunities, trainings and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by WILP/Wipro and in the course of your association with WILP. This covenant shall endure during your association and beyond the cessation of your association with WILP (irrespective of the circumstances of, or the reasons for, the cessation).
- vii. In connection with your association with Wipro as part of the WILP and during the term of your association upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business or academic session hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

During the period of academic study, if you develop or conceptualize inventions, ideas, concepts, discoveries, techniques and improvements (including without limitation computer software) solely or jointly with others in relation to the operation of the WILP / Wipro, such developments will be fully communicated to the WILP academy and will be the sole intellectual property of Wipro. You agree to cooperate in the execution of documents to facilitate the assignment of such intellectual property when required.

## 10. Confidentiality:



- i. In consideration of the opportunities, training and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by Wipro and in the course of your enrolment. This covenant shall endure during your enrolment and beyond the cessation of your enrolment with Wipro (irrespective of the circumstances of, or the reasons for, the cessation).
- ii. During your training on projects at Wipro, you will be expected not to use or disclose any confidential information, including trade secrets, of any former employer (if any) or other person with whom you have an obligation of confidentiality and by signing below you affirm that you have no conflicting obligations or non-compete agreements that would prevent you from working without limitation for Wipro.

## **11. Assignment of Intellectual Property**

In connection with your enrolment and during the term of your enrolment, upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

## **12. Posting**

During the initial study period, initially you would be made familiar with Wipro, but you may if needed be re-assigned or transferred to another division, department, establishment or new location where Wipro, has its office or operation and WILP classes are running in the particular location, in India, without enhancing the scholarship amount. On placement of this nature, you will also be governed by the disciplinary rules and regulations as applicable in that unit/branch. You may also be placed in any sister company of Wipro, for practical studies.

## **13. Misconduct:**

- i. In case you are charged with any misconduct or disciplinary issue during your study period, your enrolment with WILP may be temporarily placed on suspension without payment of scholarship amount, for such period as Wipro may deem fit. If the charges against you are proved to be true, your enrolment may be immediately cancelled, without any notice or payment of scholarship in lieu of notice notwithstanding any clause of this letter of enrolment. It is clarified that this clause is without prejudice to Wipro's rights to enforce the Training Agreement duly signed by you even after cancellation of your enrolment for whatever reasons as the case may be.
- ii. Notwithstanding the condition regarding written notice of termination and without prejudice to Wipro's right to enforce the Training agreement, Wipro shall have the right to terminate your academic study without any notice or payment of scholarship in lieu thereof, if any declaration given or information furnished by you to WILP/ Wipro is found to be false or if you are found to have willfully suppressed any material information.

**Please note that at any stage, whether during your selection process or upon enrolment with the WILP, if it is brought to our notice that you have indulged in malpractices or used illegal means to clear your online assessment, Wipro shall withdraw or revoke the enrolment and cancel the same with immediate effect and we reserve our rights to take suitable action against you as we may deem fit.**

## **14. Cancellation of Enrolment:**

Notwithstanding any of the clauses of this letter of enrolment, Company reserves the right at its sole discretion to cancel this enrolment during the study period without assigning any reason, by giving one month's (30 days) notice or one month's scholarship/stipend in lieu of notice.

## **15. Study Hours:**

- i. As a Scholar Trainee – Work Integrated Learning Program, you will be called upon to undergo studies during the hours and days as may be fixed by WILP from time to time as per the University requirements.
- ii. You would be assigned to any of the locations and any project work as part of your WILP as may be decided by the Company.
- iii. The full day lecture sessions will be held at any of Wipro's other establishments/outourced venue. You may also be called upon to attend academic study as and when required on holidays, as may be scheduled in accordance with the convenience of the organizing team of the WILP.
- iv. The university will plan contact classes in multiple format to suit the project work situations and university guidelines such as contact classes in ILT (instructor Led training) and / or VILT (virtual Instructor Led Training and Self-Directed / Recorded lecture sessions).

## 16. General:

- i. This letter of enrolment is subject to the condition that you have not provided us with any false declaration or wilfully suppressed any material information. If you have, you will be liable for cancellation of enrolment from the WILP without any prior notice.
- ii. The terms of this letter of enrolment may be specifically enforced legally, if required. In this connection, if any of the provisions of this letter are declared or found to be void or unenforceable due to any reason whatsoever, the remaining provisions of this letter shall continue in full force and effect.
- iii. These enrolment terms supersede and replace any existing agreement or understanding, if any, between Wipro and you relating to the same subject matter.
- iv. You warrant that you are not prevented by a court or by any other administrative or judicial order from enrolling under this agreement. In the event that you are not a citizen of the country of posting, you should have a valid work permit to work in the country of posting.
- v. During the period of enrolment you are required to comply with all policies of WILP and Wipro. These policies are updated / modified on a periodic basis and new policies may be introduced and notified to the Scholar Trainees from time to time. You agree to comply with all policies as modified from time to time.

## 17. On Completion/Cancellation of Academic Program:

- i. On Completion of the academic program or cancellation of your enrolment , as the case may be, you will immediately surrender to Wipro/ the Academy all specifications, formulae, documents, literature, drawings or records, etc. belonging to Wipro/ the Academy or relating to its business and shall not make or retain any copies of these items.
- ii. You are not eligible to receive testimonial certificate if you do not successfully complete the academic study in accordance with this letter of enrolment and the study scheme formulated by the Academy.
- iii. Wipro reserves the right to offer employment at its sole discretion to a Scholar trainee on successful and satisfactory completion of the academic study.

## 18. Acceptance of Enrolment Letter:

Upon accepting the above terms and conditions, you are required to return the duplicate of this letter of enrolment, duly signed by you as a token of your acceptance on the day of joining WILP program.

Please confirm that the above terms are acceptable to you and that you accept the enrolment by signing a copy of this letter of enrolment and submit the same on the date of joining.

## 19. Work Allocation:

As part of your work responsibilities, you may be assigned to work on certain projects/accounts or other assignments as may be deemed fit by the Company in its sole discretion. Refusal to accept and deliver on such assignments shall be treated as a refusal to work and may result in termination of your employment or other disciplinary action.

Yours sincerely,

For **Wipro Limited**,



**Aparna Shailen**  
**General Manager - Human Resources**

I have read, understood and agree to accept the enrolment on the terms and conditions herein.

I shall be present for the induction session on

## **ANNEXURE I**

### **CONFIRMATION ON SHARING PERSONAL INFORMATION (AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT, 2000)**

I Radheshyam Thakur, confirm that I am voluntarily sharing my Personal Information with Wipro Limited ('Wipro') being a part of WILP of Wipro for the following purposes:

- a. validating my application form and retaining records on the same for any future reference/verification;
- b. processing my application form including background verification checks;
- c. academic study related actions including record keeping, processing scholarship advance and benefits and any action required in the context of my enrolment with Wipro, being a part of WILP.

In this context, I also agree to the retention of such Personal Information by Wipro for any future reference/verification and authorize Wipro to transfer the same to a third party.

I understand that 'Personal Information' means any information, relating to me that is available with Wipro and is capable of identifying me."

## **ANNEXURE II**

I hereby confirm that I shall submit the required academic certificate including but not limited to mark sheet and Provisional or Convocation Degree Certificate within 3 months from my date of joining. I understand that my enrolment is subject to my aggregate meeting the Wipro eligibility criteria and submission of the above mentioned documents.

I hereby declare that all the particulars mentioned above are true to the best of my knowledge. In the event of my failure to submit the above mentioned documents or in case of any discrepancy, I shall be liable for termination of my enrolment with Wipro.

## **ANNEXURE – III**

### **INITIAL INDUCTION PROGRAM**

The Talent Transformation team at Wipro groom's campus selects to help them face the challenges of the corporate world.

A holistic 360 degree approach to training is adopted and helps them hone their fundamental computer skills followed by insights into Wipro businesses, process, technology and behavioural skills.

To understand and appreciate the mindset of the young Trainees and ensure that the transformation is smooth, the induction program is done by a team of dedicated professionals who have exposure to the academic and corporate sectors alike. Project Readiness Program (PRP) is a training program designed to address the basic learning needs of the Trainees.

#### **Corporate Readiness Program - CRP**

The CRP program is focused on making young Trainees comfortable in a corporate environment. This program starts with a corporate induction.

"EMERGE" a behavioural skills building training program ensures that the fresh Trainee start feeling at ease in the "corporate world". This activity based behavioural intervention informs the new entrants about the corporate work culture and business etiquette.

#### **Technology Readiness Program - TRP**

The technology training provides critical technical skills required to work on projects allocated to Trainees and prepare to face the demands of the project world. We begin doing this by familiarizing with Wipro's businesses and work environment.

The methodology of training is "Project Based Learning" (PBL) approach, the entire learning is designed around a series of projects that the recruits are expected to complete individually by learning and applying various topics required to complete the project. Starting with individual projects, the PBL approach ends with recruits working on a team project.

## **ANNEXURE – IV**

I have read and understood the terms of my enrolment letter. I agree and acknowledge that I am a Student/Scholar trainee with Wipro's WILP. I further undertake that I shall not represent to any person within Wipro or any other third

party that I am an employee of Wipro Ltd and I fully understand that such false representation shall entail severe disciplinary action including immediate cancellation of my enrolment.

### **Travel, Accommodation, Food & Other Miscellaneous Expenses**

#### **Travel**

- i. You would be entitled for Rs. 1500 from the date of appointment as a lump sum amount that will be credited with your first month stipend. You may utilize this amount towards Travel and you would not need to submit bills towards usage of this amount.
- ii. There is no provision for reimbursement/allowance towards any expenses incurred in lieu of attending training or classes at different locations in the same city.

#### **Accommodation, Food & other Miscellaneous Expenses**

- i. You would be entitled for Rs.400 per day for 8 days (total amount of Rs.3,200) from the date of joining. You may utilize this amount towards accommodation, food & other miscellaneous expenses. This would be paid as a lump sum amount that will be credited with your first month stipend and you would not need to submit bills towards usage of this amount.
- ii. If your posting location (the location where you would be based out of after training) is different from the training location (location where you undergo initial training), you would be entitled for the following:  
  
Settlement and Miscellaneous Expenses: Rs.1200 per day for 7 days (total amount of Rs. 8,400) from the date of reporting to the posting location. You may utilize this amount towards boarding, lodging, conveyance & other miscellaneous expenses.
- iii. Any location change after reporting to posting location will be treated as relocation/transfer and will be covered under the Transfer policy for Team Rainbow. For details you can refer the policy at myWipro-> My Policies -> India->My Travel>Transfer Policy-Team Rainbow.
- iv. Campus joiners would not be eligible for accommodation at the Wipro guest houses.

**Please note in the event that the employee leaves the organization within 6 months from the date of joining, all payments processed under Joining & Relocation Entitlements shall be recovered from the employee at the time of exit.**

**Skill Preferences 1 :** [DAAI -Cloud & Digital Database](#)

**Location Preferences 1 :** [Bangalore](#)

**Skill Preferences 2 :** [CEP-SAP-ABAP](#)

**Location Preferences 2 :** [Mysore](#)

**Skill Preferences 3 :** [Python App](#)

**Location Preferences 3 :** [Chennai](#)

☒ Accept ☐ Decline

☒ **Signature** [Radheshyam Thakur 25/1/2023 10:00 PM](#)  
(checking the checkbox above is equivalent to a handwritten signature)

Registered Office:

**Wipro Limited** T :+91 (80) 2844 0011

Doddakannelli F :+91 (80) 2844 0054

Sarjapur Road E :info@wipro.com

Bengaluru 560 035 W :wipro.com

India C :L32102KA1945PLC020800

26168298



## Welcome to Wipro's Work Integrated Learning Program ("WILP")

**Work Integrated Learning Programme**  
**Wipro Limited, Dodda Kannelli**  
**Sarjapur Road, Bengaluru - 560 035.**  
**Phone: (080) 28440011/12, Fax: (080) 28440256**

Dear SAGAREENA S,

### **Sub: Enrolment letter to Wipro's Work Integrated Learning Program ("WILP") as Scholar Trainee – Work Integrated Learning Program**

Welcome to WILP!

With reference to your application, it is our pleasure to enroll you as a Scholar Trainee – Work Integrated Learning Program. This is a scholarship program customized as a robust academic and training program which will enable you to obtain M-Tech degree from one of the premier engineering institution / University in India.

The duration of the academic program shall be 48 months from the **date of enrolment to the academic program**. You will be enrolled into the academic program within 12 months from date of joining. Your date of joining will be intimated through a separate communication.

We hope you enjoy the learning with WILP and have an enriching experience being a part of Wipro Limited ("Wipro or "Company").

Please read through the terms and conditions of your enrolment as provided below.

We look forward to having a long and fruitful relationship with you at WILP, Wish you all the best!

Yours sincerely,  
For **Wipro Limited**,

**Aparna Shailen**  
**General Manager - Human Resources**

### **Endorsement**

I accept the enrolment and the terms and conditions thereof as specified below. I shall report for undergoing study on

### **Terms & Conditions of Scholarship**

#### **1. PROFILE:**

You have been selected to be a part of Wipro's WILP and are enrolled as a Scholar Trainee- Work Integrated Learning Program. Upon joining WILP, you will have to undergo a "Project Readiness Program" ('PRP') that prepares you to participate in projects at the Company as part of this learning program. This robust academic program will also enable you to obtain **M-Tech degree from one of the premier engineering Institution / University** upon successful completion of the course.

#### **2. DURATION:**

The duration of your academic program will be for a period of 48 months from the date of enrolment to the academic program. You will be enrolled into the academic program within 12 months from date of joining. Unless the Company extends the period of your study in writing, which is done solely at the discretion of the Company, your enrolment would automatically terminate at the end of the stated 48 months.

In case the Company extends the academic period (in writing) you will continue to be enrolled as a Scholar Trainee – Work Integrated Learning Program with WILP.

### 3. Appointment details:

We provide support to our global customers through various Company locations in India to suit customer requirements by operating 24x7. You would be operating from any of these locations and in any of the shifts, including night shift, as may be decided by the Company, keeping in mind the business needs and deliverables to customers.

### 4. Scholarship/Stipend and Benefits

During your period of enrolment, you would be entitled to a consolidated monthly scholarship.

Apart from the monthly scholarship, the Company will provide you with life & accidental insurance that would include a cover for you, the premium / cost will be taken care of by Wipro. This is a voluntary benefit offered by the Company and the details of the same are listed below.

- i. A Group Personal Accident Insurance (GPAI) coverage of **Rs.12,00,000/-**. You could also choose to get additional coverage for a nominal and highly negotiated premium. More details on the policy are available in My Policies section in myWipro, the HR portal at Wipro.
- ii. Group Life Insurance coverage of **Rs.14, 00,000/-**. This sum insured is inclusive of cover as per EDLI (Employee Deposit Linked Insurance). You can also get an extra coverage for a nominal and highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

In addition to the above, you are also eligible for medical insurance cover towards hospitalization.

You are eligible for a floater coverage of Rs.2,00,000/- per annum for family (self, spouse & children) towards hospitalization. There will be a deduction from your monthly scholarship/stipend depending on your marital/family status towards the base sum insured premium. 10% of the claim amount would need to be borne by the employee/Scholar trainee.

Base Medical insurance is to be availed by the employee as default. It is accounted for in deductions as a nominal monthly charge. Top-Up cover is voluntary and charged as applicable during renewal timelines.

If you wish to enhance the coverage, a top up cover option is also available for a highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

The below table lists down your scholarship details:

| Period      | Scholarship | ESI | Consolidated Scholarship (Rs. Per Month) |
|-------------|-------------|-----|------------------------------------------|
| First year  | 15000       | 488 | 15,488/- (*)                             |
| Second year | 17000       | 553 | 17,553/- (*)                             |
| Third year  | 19000       | 618 | 19,618/- (*)                             |
| Fourth year | 23000       | 0   | 23,000/- (*)                             |

(\*) You shall be responsible for payment of all statutory contributions, taxes, dues and levies as may be required under the relevant laws including contributions under Employees' State Insurance Corporation Act (**at 0.75% of your Scholarship**) as and when applicable to you. Such contributions, taxes, dues and levies where required, shall be deducted from your Scholarship and benefits according to applicable laws and regulations.

Your fourth-year scholarship will continue until completion of your M-Tech program. Your enrolment into the MTech academic program within 12 months from date of joining.

You shall be eligible to receive a onetime "joining bonus" of Rs.75,000 after you join Wipro along with your first month salary. All applicable taxes on the payment of this amount will be borne by you. Please note in the event you leave the organization within 12 months from the date of joining, payment processed under Joining bonus shall be recovered from the employee at the time of exit.

The enhancement of the scholarship at the end of each academic year of study will be at the discretion of the Company and subject to your satisfactory progress of study, acquisition of skills, behavior, regularity and punctuality in attendance. Your continued enrolment in the course, will be at the discretion of the Company, and is subject to satisfactory academic performance and other requirements as prescribed in the WILP portal.

In case your project performance at any stage is not found to be at par with the requirement of WILP, then you would be placed on performance improvement program (PIP). If you fail to successfully complete the PIP, the Company may at its sole discretion discontinue your enrolment in the WILP program.

#### **Book Allowance:**

A Book Allowance of Rs.1,250/- will be provided to you per semester. This allowance will be given every semester except the last semester when you will be engaged in dissertation. The allowance will be paid to you centrally along with your scholarship during the course of each semester. The allowance will be subject to tax. Book allowance is applicable and paid only when you are registered for the semester.

#### **5. Training Agreement:**

- i. This letter of enrolment is subject to the execution of a training agreement in the prescribed proforma with Wipro Limited, Sarjapur Road, Doddakannelli, Bengaluru-560035 on or before joining the program ("Training Agreement").
- ii. This Training agreement shall be for a total period of 60 Months where you will be mentored for developing your skills and knowledge. This included technical training, in various formats, both online and offline and practical experience in various projects. The Company invests on your behalf for the cost of these trainings. Should you discontinue the WILP program or your enrolment with WILP is cancelled for any reason whatsoever before the completion of 60 months from the date of joining, the training expenses of Rs.75,000/-(Rupees Seventy five thousand only) will have to be paid by you as detailed in the Training Agreement.

#### **6. PROJECT READINESS PROGRAM (PRP)**

Upon enrolment, you will have to undergo a Project Readiness Program (PRP) to prepare you to participate in projects. This is offered by Wipro's - Talent Transformation Department to all campus and off-campus selects. The broad objective of PRP is to equip you with the necessary knowledge and skills that will enable you to start working on real-life project work which is an integral part of the WILP.

#### **7. Regulations of Academic study:**

- i. You will be enrolled for M-Tech program with a renowned institution ("University") that collaborates with Wipro for WILP.
- ii. Course specialization includes but is not limited to Software Systems, Software Engineering, Information Technology, Computing Systems and Infrastructure Management, Data Analytics, IoT, Cloud, Digital & Cyber security, Embedded Systems.
- iii. Your specialization and enrolment would be decided based on prevailing business requirements and decision of the Company is final and binding.
- iv. You will not be able to change Specialization track after enrolment.
- v. Overall program duration is 4 years from date of enrolment of academic program.
- vi. As per the program structure, a WILP Scholar trainee will register and pursue 4 to 6 courses per semester over 7 semesters.
- vii. You will be required to submit a project work / dissertation in your final semester (8<sup>th</sup> semester of your program). This will enable you to advance your professional capabilities by applying concepts and techniques in projects.
- viii. Each course has multiple evaluation components. This includes an assignment component, quiz, mid-semester examination and comprehension examination. All evaluation components are mandatory for securing a pass grade in a course as prescribed by the partnering institution.

- ix. Contact classes are organized as per the handout and calendar prepared and shared by the University at the beginning of each semester. In the normal course, one session of 2 hours duration per course per contact class is organized.
- x. You will be called upon to undergo studies during the hours and days as may be fixed by the Company from time to time. Normally, the study hours would be from 9:00am to 6:00pm
- xi. The faculty will take attendance/circulate attendance sheets for every session. It is your responsibility to ensure that your attendances are recorded properly.
- xii. WILP Scholar trainees are expected to be on time for every session. Punctuality is non-negotiable and the faculty reserves the right to deny entry and attendance to late comers.
- xiii. Attending 75% of contact session is mandatory for each course to appear for examinations.
- xiv. Not attending classes for reasons like medical/on the job training /late coming/personal problems and other similar reasons would be treated as absenteeism.
- xv. Scholar trainees who fail to meet the minimum attendance criteria will not qualify for comprehension exams for any of the registered courses in that semester.
- xvi. For any reason, you are not able to meet the minimum attendance criteria or not complete the mandatory assignments / quiz / examinations in any semester, you are required to repeat the same semester as and when the next batch is organized. In such cases, rules and regulations governing academic programs at that time would be applicable. In addition, additional semesters fees are to be borne by you as prescribed by the University.
- xvii. At the end of each semester, the performance of each Scholar Trainee in a course, is specified as a letter grade which is obtained through a Relative Grading procedure
- xviii. Any Scholar trainee securing 3 or more cumulative fail grade at any point in time will be expelled from WILP Program.
- xix. The 8th semester of study is fully devoted for dissertation / project work
- xx. If a Scholar trainee's CGPA is less than 5.5, the Scholar trainee will not be permitted to register for the dissertation. He/she has to re-appear for exams and secure a CGPA of 5.5 before taking up the dissertation. Also, a Scholar trainee with an E grade in any course will not be permitted to register for the Dissertation
- xxi. Project / Dissertation work has to be carried out by each individual separately. Teamwork is not permitted.
- xxii. The dissertation has to be completed strictly as per the guidelines that are outlined by collaborating institution.
- xxiii. WILP Scholar trainees are expected to maintain decorum and discipline in line with Wipro's professional work culture and environment.
- xxiv. In cases where a Scholar trainee deviates from the expected behaviour as prescribed by the WILP and partnering institution from time to time , strict action will be taken and the decision of the WILP Team / faculty /, University would be final and binding.
- xxv. Breach of integrity will be dealt with sternly. Such Scholar trainees will be asked to discontinue their studies and also expelled from WILP program.
- xxvi. On successful completion of the study, you will be eligible to receive the M-Tech degree from the collaborating University, in recognition of your successfully completing the course.
- xxvii. All Scholar trainees of the WILP will be given testimonials at the end of the successful completion of the M-Tech degree program. The testimonial contains the timeline in the WILP and the kind of project works carried during this opportunity.

Mode of contact session, examination pattern and other academic program norms are subject to change based on the prevailing situation / University norms declared from time to time. Decision of the University would be final and binding.

## **8. Conflict of Interest:**

- i. During your enrolment period with the WILP, you will focus exclusively on the requirements of the program. In addition to your study and academic requirements, you are required to engage yourself exclusively in the work assigned by Wipro and shall not take up any independent or individual assignments (whether part time or full time, in an advisory capacity or otherwise) directly or indirectly without the express written consent of Head /



## Manager of WILP Academy

- ii. You shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any person who is involved in activities, which are or shall be in conflict with the interests of Wipro.
- iii. The Conflict of Interest Policy also refers to the need on your part, during your enrolment and for a period of one year from the cessation of your enrolment with WILP (irrespective of the circumstances of, or the reasons for, the cessation) not to solicit, induce or encourage:
  - a. Any student/scholar trainee of the WILP to abandon /withdraw their enrolment with the program or to accept enrolment and/or employment with any competitor, supplier or any customer with whom you have a connection.
  - b. Any employee of Wipro to terminate their employment with Wipro or to accept employment with any competitor, supplier or any customer with whom you have a connection.
  - c. Any customer or vendor of Wipro to move their existing business with Wipro to a third party or to terminate their business relationship with Wipro.
  - d. Any existing employee and/or student of WILP to become associated with, or perform services of any type for any third party.
- iv. In case of any conflict or doubt, please discuss the matter with Head / Manager of WILP, to understand Wipro's position on this and resolve the conflict.

## 9. Obligation and Responsibilities:

- i. During the study period you will be governed by the WILP regulations and instructions as may be modified, from time to time, in relation to conduct, discipline and other matters.
- ii. During your study as part of WILP, Company expects you to undergo study in the area in which you are placed, with a high standard of initiative and efficiency. This is critical and Company has zero tolerance towards any deviations.
- iii. You would not be allowed to seek membership of any local or public body without the written approval from the Head / Manager of WILP.
- iv. During the study period and thereafter, you would not be allowed to give out to anyone in writing or by word of mouth or otherwise, particulars or details of work - process, technical know-how, research carried out, security arrangements, or administrative and/or organizational matters of confidential or secret nature which you may come across during your academic study or become known to you by virtue of your undergoing study under WILP or otherwise.
- v. You are bound by all regulations, instructions and policies of the WILP and Wipro. These are updated / modified on a periodic basis and new policies may be introduced and notified to Scholar trainees from time to time and you will be bound to comply with the same.
- vi. In consideration of the opportunities, trainings and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by WILP/Wipro and in the course of your association with WILP. This covenant shall endure during your association and beyond the cessation of your association with WILP (irrespective of the circumstances of, or the reasons for, the cessation).
- vii. In connection with your association with Wipro as part of the WILP and during the term of your association upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business or academic session hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

During the period of academic study, if you develop or conceptualize inventions, ideas, concepts, discoveries, techniques and improvements (including without limitation computer software) solely or jointly with others in relation to the operation of the WILP / Wipro, such developments will be fully communicated to the WILP academy and will be the sole intellectual property of Wipro. You agree to cooperate in the execution of documents to facilitate the assignment of such intellectual property when required.

## 10. Confidentiality:

- i. In consideration of the opportunities, training and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by Wipro and in the course of your enrolment. This covenant shall endure during your enrolment and beyond the cessation of your enrolment with Wipro (irrespective of the circumstances of, or the reasons for, the cessation).
- ii. During your training on projects at Wipro, you will be expected not to use or disclose any confidential information, including trade secrets, of any former employer (if any) or other person with whom you have an obligation of confidentiality and by signing below you affirm that you have no conflicting obligations or non-compete agreements that would prevent you from working without limitation for Wipro.

## **11. Assignment of Intellectual Property**

In connection with your enrolment and during the term of your enrolment, upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

## **12. Posting**

During the initial study period, initially you would be made familiar with Wipro, but you may if needed be re-assigned or transferred to another division, department, establishment or new location where Wipro, has its office or operation and WILP classes are running in the particular location, in India, without enhancing the scholarship amount. On placement of this nature, you will also be governed by the disciplinary rules and regulations as applicable in that unit/branch. You may also be placed in any sister company of Wipro, for practical studies.

## **13. Misconduct:**

- i. In case you are charged with any misconduct or disciplinary issue during your study period, your enrolment with WILP may be temporarily placed on suspension without payment of scholarship amount, for such period as Wipro may deem fit. If the charges against you are proved to be true, your enrolment may be immediately cancelled, without any notice or payment of scholarship in lieu of notice notwithstanding any clause of this letter of enrolment. It is clarified that this clause is without prejudice to Wipro's rights to enforce the Training Agreement duly signed by you even after cancellation of your enrolment for whatever reasons as the case may be.
- ii. Notwithstanding the condition regarding written notice of termination and without prejudice to Wipro's right to enforce the Training agreement, Wipro shall have the right to terminate your academic study without any notice or payment of scholarship in lieu thereof, if any declaration given or information furnished by you to WILP/ Wipro is found to be false or if you are found to have willfully suppressed any material information.

**Please note that at any stage, whether during your selection process or upon enrolment with the WILP, if it is brought to our notice that you have indulged in malpractices or used illegal means to clear your online assessment, Wipro shall withdraw or revoke the enrolment and cancel the same with immediate effect and we reserve our rights to take suitable action against you as we may deem fit.**

## **14. Cancellation of Enrolment:**

Notwithstanding any of the clauses of this letter of enrolment, Company reserves the right at its sole discretion to cancel this enrolment during the study period without assigning any reason, by giving one months' (30 days) notice or one month's scholarship/stipend in lieu of notice.

## **15. Study Hours:**

- i. As a Scholar Trainee – Work Integrated Learning Program, you will be called upon to undergo studies during the hours and days as may be fixed by WILP from time to time as per the University requirements.
- ii. You would be assigned to any of the locations and any project work as part of your WILP as may be decided by the Company.
- iii. The full day lecture sessions will be held at any of Wipro's other establishments/outsourced venue. You may also be called upon to attend academic study as and when required on holidays, as may be scheduled in accordance with the convenience of the organizing team of the WILP.
- iv. The university will plan contact classes in multiple format to suit the project work situations and university guidelines such as contact classes in ILT (instructor Led training) and / or VILT (virtual Instructor Led Training and Self-Directed / Recorded lecture sessions).

## 16. General:

- i. This letter of enrolment is subject to the condition that you have not provided us with any false declaration or wilfully suppressed any material information. If you have, you will be liable for cancellation of enrolment from the WILP without any prior notice.
- ii. The terms of this letter of enrolment may be specifically enforced legally, if required. In this connection, if any of the provisions of this letter are declared or found to be void or unenforceable due to any reason whatsoever, the remaining provisions of this letter shall continue in full force and effect.
- iii. These enrolment terms supersede and replace any existing agreement or understanding, if any, between Wipro and you relating to the same subject matter.
- iv. You warrant that you are not prevented by a court or by any other administrative or judicial order from enrolling under this agreement. In the event that you are not a citizen of the country of posting, you should have a valid work permit to work in the country of posting.
- v. During the period of enrolment you are required to comply with all policies of WILP and Wipro. These policies are updated / modified on a periodic basis and new policies may be introduced and notified to the Scholar Trainees from time to time. You agree to comply with all policies as modified from time to time.

## 17. On Completion/Cancellation of Academic Program:

- i. On Completion of the academic program or cancellation of your enrolment , as the case may be, you will immediately surrender to Wipro/ the Academy all specifications, formulae, documents, literature, drawings or records, etc. belonging to Wipro/ the Academy or relating to its business and shall not make or retain any copies of these items.
- ii. You are not eligible to receive testimonial certificate if you do not successfully complete the academic study in accordance with this letter of enrolment and the study scheme formulated by the Academy.
- iii. Wipro reserves the right to offer employment at its sole discretion to a Scholar trainee on successful and satisfactory completion of the academic study.

## 18. Acceptance of Enrolment Letter:

Upon accepting the above terms and conditions, you are required to return the duplicate of this letter of enrolment, duly signed by you as a token of your acceptance on the day of joining WILP program.

Please confirm that the above terms are acceptable to you and that you accept the enrolment by signing a copy of this letter of enrolment and submit the same on the date of joining.

## 19. Work Allocation:

As part of your work responsibilities, you may be assigned to work on certain projects/accounts or other assignments as may be deemed fit by the Company in its sole discretion. Refusal to accept and deliver on such assignments shall be treated as a refusal to work and may result in termination of your employment or other disciplinary action.

Yours sincerely,

For **Wipro Limited**,



**Aparna Shailen**  
**General Manager - Human Resources**

I have read, understood and agree to accept the enrolment on the terms and conditions herein.

I shall be present for the induction session on

## **ANNEXURE I**

### **CONFIRMATION ON SHARING PERSONAL INFORMATION (AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT, 2000)**

I Radheshyam Thakur, confirm that I am voluntarily sharing my Personal Information with Wipro Limited ('Wipro') being a part of WILP of Wipro for the following purposes:

- a. validating my application form and retaining records on the same for any future reference/verification;
- b. processing my application form including background verification checks;
- c. academic study related actions including record keeping, processing scholarship advance and benefits and any action required in the context of my enrolment with Wipro, being a part of WILP.

In this context, I also agree to the retention of such Personal Information by Wipro for any future reference/verification and authorize Wipro to transfer the same to a third party.

I understand that 'Personal Information' means any information, relating to me that is available with Wipro and is capable of identifying me."

## **ANNEXURE II**

I hereby confirm that I shall submit the required academic certificate including but not limited to mark sheet and Provisional or Convocation Degree Certificate within 3 months from my date of joining. I understand that my enrolment is subject to my aggregate meeting the Wipro eligibility criteria and submission of the above mentioned documents.

I hereby declare that all the particulars mentioned above are true to the best of my knowledge. In the event of my failure to submit the above mentioned documents or in case of any discrepancy, I shall be liable for termination of my enrolment with Wipro.

## **ANNEXURE – III**

### **INITIAL INDUCTION PROGRAM**

The Talent Transformation team at Wipro groom's campus selects to help them face the challenges of the corporate world.

A holistic 360 degree approach to training is adopted and helps them hone their fundamental computer skills followed by insights into Wipro businesses, process, technology and behavioural skills.

To understand and appreciate the mindset of the young Trainees and ensure that the transformation is smooth, the induction program is done by a team of dedicated professionals who have exposure to the academic and corporate sectors alike. Project Readiness Program (PRP) is a training program designed to address the basic learning needs of the Trainees.

#### **Corporate Readiness Program - CRP**

The CRP program is focused on making young Trainees comfortable in a corporate environment. This program starts with a corporate induction.

"EMERGE" a behavioural skills building training program ensures that the fresh Trainee start feeling at ease in the "corporate world". This activity based behavioural intervention informs the new entrants about the corporate work culture and business etiquette.

#### **Technology Readiness Program - TRP**

The technology training provides critical technical skills required to work on projects allocated to Trainees and prepare to face the demands of the project world. We begin doing this by familiarizing with Wipro's businesses and work environment.

The methodology of training is "Project Based Learning" (PBL) approach, the entire learning is designed around a series of projects that the recruits are expected to complete individually by learning and applying various topics required to complete the project. Starting with individual projects, the PBL approach ends with recruits working on a team project.

## **ANNEXURE – IV**

I have read and understood the terms of my enrolment letter. I agree and acknowledge that I am a Student/Scholar trainee with Wipro's WILP. I further undertake that I shall not represent to any person within Wipro or any other third

party that I am an employee of Wipro Ltd and I fully understand that such false representation shall entail severe disciplinary action including immediate cancellation of my enrolment.

### **Travel, Accommodation, Food & Other Miscellaneous Expenses**

#### **Travel**

- i. You would be entitled for Rs. 1500 from the date of appointment as a lump sum amount that will be credited with your first month stipend. You may utilize this amount towards Travel and you would not need to submit bills towards usage of this amount.
- ii. There is no provision for reimbursement/allowance towards any expenses incurred in lieu of attending training or classes at different locations in the same city.

#### **Accommodation, Food & other Miscellaneous Expenses**

- i. You would be entitled for Rs.400 per day for 8 days (total amount of Rs.3,200) from the date of joining. You may utilize this amount towards accommodation, food & other miscellaneous expenses. This would be paid as a lump sum amount that will be credited with your first month stipend and you would not need to submit bills towards usage of this amount.
- ii. If your posting location (the location where you would be based out of after training) is different from the training location (location where you undergo initial training), you would be entitled for the following:  
  
Settlement and Miscellaneous Expenses: Rs.1200 per day for 7 days (total amount of Rs. 8,400) from the date of reporting to the posting location. You may utilize this amount towards boarding, lodging, conveyance & other miscellaneous expenses.
- iii. Any location change after reporting to posting location will be treated as relocation/transfer and will be covered under the Transfer policy for Team Rainbow. For details you can refer the policy at myWipro-> My Policies -> India->My Travel>Transfer Policy-Team Rainbow.
- iv. Campus joiners would not be eligible for accommodation at the Wipro guest houses.

**Please note in the event that the employee leaves the organization within 6 months from the date of joining, all payments processed under Joining & Relocation Entitlements shall be recovered from the employee at the time of exit.**

**Skill Preferences 1 :** [DAAI -Cloud & Digital Database](#)

**Location Preferences 1 :** [Bangalore](#)

**Skill Preferences 2 :** [CEP-SAP-ABAP](#)

**Location Preferences 2 :** [Mysore](#)

**Skill Preferences 3 :** [Python App](#)

**Location Preferences 3 :** [Chennai](#)

☒ Accept ☐ Decline

☒ **Signature** [Radheshyam Thakur 25/1/2023 10:00 PM](#)

(checking the checkbox above is equivalent to a handwritten signature)

Registered Office:

**Wipro  
Limited**

**T :**+91 (80) 2844 0011

Doddakannelli

**F :**+91 (80) 2844 0054

Sarjapur  
Road

**E :**info@wipro.com

Bengaluru  
560 035

**W :**wipro.com

India

**C :**L32102KA1945PLC020800

26168298



**Subject: Offer of Employment**

Dear Sagarkumar

Heartiest Congratulations to you!

HDFC Life is delighted to offer you the full-time position of Executive Trainee in our contingent upon your successful clearance of MBA examination.

A detailed Compensation structure is enclosed herewith (Annexure 1) for your reference. An appointment letter along with the terms and conditions of employment will be issued to you after joining.

We are extremely excited to have you onboard. We are looking forward to receiving your acceptance of the offer on the duplicate copy of this letter. Please attach your resume and two passport size photographs with the same.

Warm Regards,

**Human Resources**



**Annexure 1**

**Designation:** Executive Trainee

**Band:** J2

**CTC STRUCTURE**

| Pay Items | Per Annum | Per Month |
|-----------|-----------|-----------|
|-----------|-----------|-----------|

| Fixed Pay                                                                                                                                                                                                                                                                                   |          |        |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|--------|
| Basic                                                                                                                                                                                                                                                                                       | 1,15,500 | 9,625  |
| Other Allowance                                                                                                                                                                                                                                                                             | 64,493   | 5,374  |
| Tablet Allowance                                                                                                                                                                                                                                                                            | 12,000   | 1,000  |
| Daily Activity Allowance                                                                                                                                                                                                                                                                    | 24,000   | 2,000  |
| House Rental Allowance                                                                                                                                                                                                                                                                      | 69,300   | 5,775  |
| Statutory Bonus                                                                                                                                                                                                                                                                             | 24,000   | 2000   |
| Total Monthly Gross                                                                                                                                                                                                                                                                         | 3,09,293 | 25,774 |
| Retirals and Other Benefits (As per relevant Regulations & Acts)                                                                                                                                                                                                                            |          |        |
| Provident Fund                                                                                                                                                                                                                                                                              | 21,600   |        |
| Gratuity                                                                                                                                                                                                                                                                                    | 5,582    |        |
| Flexi Pay                                                                                                                                                                                                                                                                                   | 41,225   |        |
| Valued Benefits                                                                                                                                                                                                                                                                             |          |        |
| Group Insurance Benefit                                                                                                                                                                                                                                                                     | 7,300    |        |
| Fixed Cost to Company                                                                                                                                                                                                                                                                       | 3,85,000 |        |
| Variable Pay                                                                                                                                                                                                                                                                                |          |        |
| Variable Pay for Performance <sup>2</sup>                                                                                                                                                                                                                                                   | 40,000   |        |
| Total Cost to Company                                                                                                                                                                                                                                                                       | 4,25,000 |        |
| <sup>2</sup> Variable Pay for Performance (VPP) is subject to your achieving a rating of “3-Meets Expectations” and above. The rating is assigned to an individual, on successful completion of the Executive Trainee Program (12 m), basis actual performance against the defined targets. |          |        |
| Other Benefits (as per prevalent Company Policy):                                                                                                                                                                                                                                           |          |        |
| Group Term Insurance: Term cover of INR 12,00,000 Mediclaim: INR 4,00,000 for self and dependents                                                                                                                                                                                           |          |        |

1

**Flexi Pay:**

- Flexi component amount allocation can be planned by you in Flexi Benefit Planner. Please note that component selection will alter your monthly take home as against the aforementioned monthly gross
- LTA, Mobile Handset Allowance, Fuel & Driver are reimbursable components. On opting for these, the payout will be made only after submission of documents as provided in the Flexi Policy □ **Maximum amounts allocable under Flexi Pay are following:**

| Component                    | Per annum | Per month |
|------------------------------|-----------|-----------|
| LTA (Leave Travel Allowance) | 9,625     | 802       |
| Mobile Handset Allowance     | 10,000    | 833       |
| Fuel & Driver                | 21,600    | 1,800     |





**Name:** SAHANA B MENASINAKAI

**Designation:** Associate Engineer

**Band:** A3

**Work Location:** Bangalore

**Compensation and Benefits:**

|                            |                      |
|----------------------------|----------------------|
| <b>Total Targeted Cash</b> | <b>INR.550,000/-</b> |
|----------------------------|----------------------|

| <b>Breakup- Total Guaranteed Cash</b>  |                    |
|----------------------------------------|--------------------|
| <b>Components</b>                      | <b>Annual(INR)</b> |
| Basic                                  | 205,608            |
| House Rent Allowance                   | 133,646            |
| Provident Fund (Employer Contribution) | 24,673             |
| Flexi Benefit Plan*                    | 150,092            |
| <b>Total Guaranteed Compensation</b>   | <b>514,019</b>     |
| Annual Incentive Plan**                | 35,981             |
| <b>Total Targeted Cash</b>             | <b>550,000</b>     |

| <b>Other Benefits / Perquisites</b> |        |                                                                                                                                     |
|-------------------------------------|--------|-------------------------------------------------------------------------------------------------------------------------------------|
| Gratuity                            | 9,890  | As per the Gratuity Act. Since this is not a perquisite, either the title can be only other benefit, or we create one more category |
| Free Transportation                 | 72,000 | Not a Reimbursement                                                                                                                 |
| Medical Insurance, GAI and GTLI     | 27,000 | Not a Reimbursement – (Average Premium)                                                                                             |
| Certification Reimbursement         | 30,000 | Applicable as per the Policy                                                                                                        |

| *Flexi Benefit Plan components:<br>Total of all options selected can not exceed the total amount under the "Flex Benefit Plan" |                                                           |
|--------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------|
| Leave Travel Allowance                                                                                                         | Maximum up to Flexi benefit plan component                |
| Meal Card                                                                                                                      | INR 26,400.                                               |
| Superannuation                                                                                                                 | 15% of basic wages or Rs.1.5 lakhs p.a. whichever is less |
| Employee Gift                                                                                                                  | INR 4,999                                                 |
| National Pension Scheme(NPS)                                                                                                   | Maximum up to 10% of Basic Pay                            |

#### **\*\*Annual Incentive Plan:**

While there is no guaranteed minimum award, the Annual Incentive Plan for you will be 7% of your 'TGC'; the maximum incentive amount for you under the plan is 10.5% of your 'TGC'.

#### **Leave and Holidays:**

- All Purpose Leaves (APL): 25 days per calendar.
- National and Festival Holidays: 10 days

#### **Annual Health Checkup:**

- Employees are eligible for annual health check up every year sponsored by the company. The benefit is also extended for the dependents for a discounted rate

#### **Medical Insurance:**

- Coverage amount INR. 500,000/-
- Coverage Self + 5 Dependents (Dependents includes Spouse, two (2) children, Parents / Parents in Laws)
- Co-pay of 15% applicable for Parents / Parent in laws

#### **Group Accident Insurance (GAI):**

Coverage: 5 times of your Total Guaranteed Cash ("TGC") subject to the terms and conditions outlined in the policy.

#### **Group Term Life Insurance (GTLI):**

Coverage: 5 times of your Total Guaranteed Cash ("TGC") subject to the terms and conditions outlined in the policy.



## Welcome to Wipro's Work Integrated Learning Program ("WILP")

**Work Integrated Learning Programme**  
**Wipro Limited, Dodda Kannelli**  
**Sarjapur Road, Bengaluru - 560 035.**  
**Phone: (080) 28440011/12, Fax: (080) 28440256**

Dear SAHANA K,

### **Sub: Enrolment letter to Wipro's Work Integrated Learning Program ("WILP") as Scholar Trainee – Work Integrated Learning Program**

Welcome to WILP!

With reference to your application, it is our pleasure to enroll you as a Scholar Trainee – Work Integrated Learning Program. This is a scholarship program customized as a robust academic and training program which will enable you to obtain M-Tech degree from one of the premier engineering institution / University in India.

The duration of the academic program shall be 48 months from the **date of enrolment to the academic program**. You will be enrolled into the academic program within 12 months from date of joining. Your date of joining will be intimated through a separate communication.

We hope you enjoy the learning with WILP and have an enriching experience being a part of Wipro Limited ("Wipro or "Company").

Please read through the terms and conditions of your enrolment as provided below.

We look forward to having a long and fruitful relationship with you at WILP, Wish you all the best!

Yours sincerely,  
For **Wipro Limited**,

**Aparna Shailen**  
**General Manager - Human Resources**

#### **Endorsement**

I accept the enrolment and the terms and conditions thereof as specified below. I shall report for undergoing study on

#### **Terms & Conditions of Scholarship**

##### **1. PROFILE:**

You have been selected to be a part of Wipro's WILP and are enrolled as a Scholar Trainee- Work Integrated Learning Program. Upon joining WILP, you will have to undergo a "Project Readiness Program" ('PRP') that prepares you to participate in projects at the Company as part of this learning program. This robust academic program will also enable you to obtain **M-Tech degree from one of the premier engineering Institution / University** upon successful completion of the course.

##### **2. DURATION:**

The duration of your academic program will be for a period of 48 months from the date of enrolment to the academic program. You will be enrolled into the academic program within 12 months from date of joining. Unless the Company extends the period of your study in writing, which is done solely at the discretion of the Company, your enrolment would automatically terminate at the end of the stated 48 months.

In case the Company extends the academic period (in writing) you will continue to be enrolled as a Scholar Trainee – Work Integrated Learning Program with WILP.

### 3. Appointment details:

We provide support to our global customers through various Company locations in India to suit customer requirements by operating 24x7. You would be operating from any of these locations and in any of the shifts, including night shift, as may be decided by the Company, keeping in mind the business needs and deliverables to customers.

### 4. Scholarship/Stipend and Benefits

During your period of enrolment, you would be entitled to a consolidated monthly scholarship.

Apart from the monthly scholarship, the Company will provide you with life & accidental insurance that would include a cover for you, the premium / cost will be taken care of by Wipro. This is a voluntary benefit offered by the Company and the details of the same are listed below.

- i. A Group Personal Accident Insurance (GPAI) coverage of **Rs.12,00,000/-**. You could also choose to get additional coverage for a nominal and highly negotiated premium. More details on the policy are available in My Policies section in myWipro, the HR portal at Wipro.
- ii. Group Life Insurance coverage of **Rs.14, 00,000/-**. This sum insured is inclusive of cover as per EDLI (Employee Deposit Linked Insurance). You can also get an extra coverage for a nominal and highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

In addition to the above, you are also eligible for medical insurance cover towards hospitalization.

You are eligible for a floater coverage of Rs.2,00,000/- per annum for family (self, spouse & children) towards hospitalization. There will be a deduction from your monthly scholarship/stipend depending on your marital/family status towards the base sum insured premium. 10% of the claim amount would need to be borne by the employee/Scholar trainee.

Base Medical insurance is to be availed by the employee as default. It is accounted for in deductions as a nominal monthly charge. Top-Up cover is voluntary and charged as applicable during renewal timelines.

If you wish to enhance the coverage, a top up cover option is also available for a highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

The below table lists down your scholarship details:

| Period      | Scholarship | ESI | Consolidated Scholarship (Rs. Per Month) |
|-------------|-------------|-----|------------------------------------------|
| First year  | 15000       | 488 | 15,488/- (*)                             |
| Second year | 17000       | 553 | 17,553/- (*)                             |
| Third year  | 19000       | 618 | 19,618/- (*)                             |
| Fourth year | 23000       | 0   | 23,000/- (*)                             |

(\*) You shall be responsible for payment of all statutory contributions, taxes, dues and levies as may be required under the relevant laws including contributions under Employees' State Insurance Corporation Act (**at 0.75% of your Scholarship**) as and when applicable to you. Such contributions, taxes, dues and levies where required, shall be deducted from your Scholarship and benefits according to applicable laws and regulations.

Your fourth-year scholarship will continue until completion of your M-Tech program. Your enrolment into the MTech academic program within 12 months from date of joining.

You shall be eligible to receive a onetime "joining bonus" of Rs.75,000 after you join Wipro along with your first month salary. All applicable taxes on the payment of this amount will be borne by you. Please note in the event you leave the organization within 12 months from the date of joining, payment processed under Joining bonus shall be recovered from the employee at the time of exit.

The enhancement of the scholarship at the end of each academic year of study will be at the discretion of the Company and subject to your satisfactory progress of study, acquisition of skills, behavior, regularity and punctuality in attendance. Your continued enrolment in the course, will be at the discretion of the Company, and is subject to satisfactory academic performance and other requirements as prescribed in the WILP portal.

In case your project performance at any stage is not found to be at par with the requirement of WILP, then you would be placed on performance improvement program (PIP). If you fail to successfully complete the PIP, the Company may at its sole discretion discontinue your enrolment in the WILP program.

#### **Book Allowance:**

A Book Allowance of Rs.1,250/- will be provided to you per semester. This allowance will be given every semester except the last semester when you will be engaged in dissertation. The allowance will be paid to you centrally along with your scholarship during the course of each semester. The allowance will be subject to tax. Book allowance is applicable and paid only when you are registered for the semester.

#### **5. Training Agreement:**

- i. This letter of enrolment is subject to the execution of a training agreement in the prescribed proforma with Wipro Limited, Sarjapur Road, Doddakannelli, Bengaluru-560035 on or before joining the program ("Training Agreement").
- ii. This Training agreement shall be for a total period of 60 Months where you will be mentored for developing your skills and knowledge. This included technical training, in various formats, both online and offline and practical experience in various projects. The Company invests on your behalf for the cost of these trainings. Should you discontinue the WILP program or your enrolment with WILP is cancelled for any reason whatsoever before the completion of 60 months from the date of joining, the training expenses of Rs.75,000/-(Rupees Seventy five thousand only) will have to be paid by you as detailed in the Training Agreement.

#### **6. PROJECT READINESS PROGRAM (PRP)**

Upon enrolment, you will have to undergo a Project Readiness Program (PRP) to prepare you to participate in projects. This is offered by Wipro's - Talent Transformation Department to all campus and off-campus selects. The broad objective of PRP is to equip you with the necessary knowledge and skills that will enable you to start working on real-life project work which is an integral part of the WILP.

#### **7. Regulations of Academic study:**

- i. You will be enrolled for M-Tech program with a renowned institution ("University") that collaborates with Wipro for WILP.
- ii. Course specialization includes but is not limited to Software Systems, Software Engineering, Information Technology, Computing Systems and Infrastructure Management, Data Analytics, IoT, Cloud, Digital & Cyber security, Embedded Systems.
- iii. Your specialization and enrolment would be decided based on prevailing business requirements and decision of the Company is final and binding.
- iv. You will not be able to change Specialization track after enrolment.
- v. Overall program duration is 4 years from date of enrolment of academic program.
- vi. As per the program structure, a WILP Scholar trainee will register and pursue 4 to 6 courses per semester over 7 semesters.
- vii. You will be required to submit a project work / dissertation in your final semester (8<sup>th</sup> semester of your program). This will enable you to advance your professional capabilities by applying concepts and techniques in projects.
- viii. Each course has multiple evaluation components. This includes an assignment component, quiz, mid-semester examination and comprehension examination. All evaluation components are mandatory for securing a pass grade in a course as prescribed by the partnering institution.

- ix. Contact classes are organized as per the handout and calendar prepared and shared by the University at the beginning of each semester. In the normal course, one session of 2 hours duration per course per contact class is organized.
- x. You will be called upon to undergo studies during the hours and days as may be fixed by the Company from time to time. Normally, the study hours would be from 9:00am to 6:00pm
- xi. The faculty will take attendance/circulate attendance sheets for every session. It is your responsibility to ensure that your attendances are recorded properly.
- xii. WILP Scholar trainees are expected to be on time for every session. Punctuality is non-negotiable and the faculty reserves the right to deny entry and attendance to late comers.
- xiii. Attending 75% of contact session is mandatory for each course to appear for examinations.
- xiv. Not attending classes for reasons like medical/on the job training /late coming/personal problems and other similar reasons would be treated as absenteeism.
- xv. Scholar trainees who fail to meet the minimum attendance criteria will not qualify for comprehension exams for any of the registered courses in that semester.
- xvi. For any reason, you are not able to meet the minimum attendance criteria or not complete the mandatory assignments / quiz / examinations in any semester, you are required to repeat the same semester as and when the next batch is organized. In such cases, rules and regulations governing academic programs at that time would be applicable. In addition, additional semesters fees are to be borne by you as prescribed by the University.
- xvii. At the end of each semester, the performance of each Scholar Trainee in a course, is specified as a letter grade which is obtained through a Relative Grading procedure
- xviii. Any Scholar trainee securing 3 or more cumulative fail grade at any point in time will be expelled from WILP Program.
- xix. The 8th semester of study is fully devoted for dissertation / project work
- xx. If a Scholar trainee's CGPA is less than 5.5, the Scholar trainee will not be permitted to register for the dissertation. He/she has to re-appear for exams and secure a CGPA of 5.5 before taking up the dissertation. Also, a Scholar trainee with an E grade in any course will not be permitted to register for the Dissertation
- xxi. Project / Dissertation work has to be carried out by each individual separately. Teamwork is not permitted.
- xxii. The dissertation has to be completed strictly as per the guidelines that are outlined by collaborating institution.
- xxiii. WILP Scholar trainees are expected to maintain decorum and discipline in line with Wipro's professional work culture and environment.
- xxiv. In cases where a Scholar trainee deviates from the expected behaviour as prescribed by the WILP and partnering institution from time to time , strict action will be taken and the decision of the WILP Team / faculty /, University would be final and binding.
- xxv. Breach of integrity will be dealt with sternly. Such Scholar trainees will be asked to discontinue their studies and also expelled from WILP program.
- xxvi. On successful completion of the study, you will be eligible to receive the M-Tech degree from the collaborating University, in recognition of your successfully completing the course.
- xxvii. All Scholar trainees of the WILP will be given testimonials at the end of the successful completion of the M-Tech degree program. The testimonial contains the timeline in the WILP and the kind of project works carried during this opportunity.

Mode of contact session, examination pattern and other academic program norms are subject to change based on the prevailing situation / University norms declared from time to time. Decision of the University would be final and binding.

## **8. Conflict of Interest:**

- i. During your enrolment period with the WILP, you will focus exclusively on the requirements of the program. In addition to your study and academic requirements, you are required to engage yourself exclusively in the work assigned by Wipro and shall not take up any independent or individual assignments (whether part time or full time, in an advisory capacity or otherwise) directly or indirectly without the express written consent of Head /

## Manager of WILP Academy

- ii. You shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any person who is involved in activities, which are or shall be in conflict with the interests of Wipro.
- iii. The Conflict of Interest Policy also refers to the need on your part, during your enrolment and for a period of one year from the cessation of your enrolment with WILP (irrespective of the circumstances of, or the reasons for, the cessation) not to solicit, induce or encourage:
  - a. Any student/scholar trainee of the WILP to abandon /withdraw their enrolment with the program or to accept enrolment and/or employment with any competitor, supplier or any customer with whom you have a connection.
  - b. Any employee of Wipro to terminate their employment with Wipro or to accept employment with any competitor, supplier or any customer with whom you have a connection.
  - c. Any customer or vendor of Wipro to move their existing business with Wipro to a third party or to terminate their business relationship with Wipro.
  - d. Any existing employee and/or student of WILP to become associated with, or perform services of any type for any third party.
- iv. In case of any conflict or doubt, please discuss the matter with Head / Manager of WILP, to understand Wipro's position on this and resolve the conflict.

## 9. Obligation and Responsibilities:

- i. During the study period you will be governed by the WILP regulations and instructions as may be modified, from time to time, in relation to conduct, discipline and other matters.
- ii. During your study as part of WILP, Company expects you to undergo study in the area in which you are placed, with a high standard of initiative and efficiency. This is critical and Company has zero tolerance towards any deviations.
- iii. You would not be allowed to seek membership of any local or public body without the written approval from the Head / Manager of WILP.
- iv. During the study period and thereafter, you would not be allowed to give out to anyone in writing or by word of mouth or otherwise, particulars or details of work - process, technical know-how, research carried out, security arrangements, or administrative and/or organizational matters of confidential or secret nature which you may come across during your academic study or become known to you by virtue of your undergoing study under WILP or otherwise.
- v. You are bound by all regulations, instructions and policies of the WILP and Wipro. These are updated / modified on a periodic basis and new policies may be introduced and notified to Scholar trainees from time to time and you will be bound to comply with the same.
- vi. In consideration of the opportunities, trainings and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by WILP/Wipro and in the course of your association with WILP. This covenant shall endure during your association and beyond the cessation of your association with WILP (irrespective of the circumstances of, or the reasons for, the cessation).
- vii. In connection with your association with Wipro as part of the WILP and during the term of your association upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business or academic session hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

During the period of academic study, if you develop or conceptualize inventions, ideas, concepts, discoveries, techniques and improvements (including without limitation computer software) solely or jointly with others in relation to the operation of the WILP / Wipro, such developments will be fully communicated to the WILP academy and will be the sole intellectual property of Wipro. You agree to cooperate in the execution of documents to facilitate the assignment of such intellectual property when required.

## 10. Confidentiality:

- i. In consideration of the opportunities, training and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by Wipro and in the course of your enrolment. This covenant shall endure during your enrolment and beyond the cessation of your enrolment with Wipro (irrespective of the circumstances of, or the reasons for, the cessation).
- ii. During your training on projects at Wipro, you will be expected not to use or disclose any confidential information, including trade secrets, of any former employer (if any) or other person with whom you have an obligation of confidentiality and by signing below you affirm that you have no conflicting obligations or non-compete agreements that would prevent you from working without limitation for Wipro.

## **11. Assignment of Intellectual Property**

In connection with your enrolment and during the term of your enrolment, upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

## **12. Posting**

During the initial study period, initially you would be made familiar with Wipro, but you may if needed be re-assigned or transferred to another division, department, establishment or new location where Wipro, has its office or operation and WILP classes are running in the particular location, in India, without enhancing the scholarship amount. On placement of this nature, you will also be governed by the disciplinary rules and regulations as applicable in that unit/branch. You may also be placed in any sister company of Wipro, for practical studies.

## **13. Misconduct:**

- i. In case you are charged with any misconduct or disciplinary issue during your study period, your enrolment with WILP may be temporarily placed on suspension without payment of scholarship amount, for such period as Wipro may deem fit. If the charges against you are proved to be true, your enrolment may be immediately cancelled, without any notice or payment of scholarship in lieu of notice notwithstanding any clause of this letter of enrolment. It is clarified that this clause is without prejudice to Wipro's rights to enforce the Training Agreement duly signed by you even after cancellation of your enrolment for whatever reasons as the case may be.
- ii. Notwithstanding the condition regarding written notice of termination and without prejudice to Wipro's right to enforce the Training agreement, Wipro shall have the right to terminate your academic study without any notice or payment of scholarship in lieu thereof, if any declaration given or information furnished by you to WILP/ Wipro is found to be false or if you are found to have willfully suppressed any material information.

**Please note that at any stage, whether during your selection process or upon enrolment with the WILP, if it is brought to our notice that you have indulged in malpractices or used illegal means to clear your online assessment, Wipro shall withdraw or revoke the enrolment and cancel the same with immediate effect and we reserve our rights to take suitable action against you as we may deem fit.**

## **14. Cancellation of Enrolment:**

Notwithstanding any of the clauses of this letter of enrolment, Company reserves the right at its sole discretion to cancel this enrolment during the study period without assigning any reason, by giving one month's (30 days) notice or one month's scholarship/stipend in lieu of notice.

## **15. Study Hours:**

- i. As a Scholar Trainee – Work Integrated Learning Program, you will be called upon to undergo studies during the hours and days as may be fixed by WILP from time to time as per the University requirements.
- ii. You would be assigned to any of the locations and any project work as part of your WILP as may be decided by the Company.
- iii. The full day lecture sessions will be held at any of Wipro's other establishments/outsourced venue. You may also be called upon to attend academic study as and when required on holidays, as may be scheduled in accordance with the convenience of the organizing team of the WILP.
- iv. The university will plan contact classes in multiple format to suit the project work situations and university guidelines such as contact classes in ILT (instructor Led training) and / or VILT (virtual Instructor Led Training and Self-Directed / Recorded lecture sessions).



## 16. General:

- i. This letter of enrolment is subject to the condition that you have not provided us with any false declaration or wilfully suppressed any material information. If you have, you will be liable for cancellation of enrolment from the WILP without any prior notice.
- ii. The terms of this letter of enrolment may be specifically enforced legally, if required. In this connection, if any of the provisions of this letter are declared or found to be void or unenforceable due to any reason whatsoever, the remaining provisions of this letter shall continue in full force and effect.
- iii. These enrolment terms supersede and replace any existing agreement or understanding, if any, between Wipro and you relating to the same subject matter.
- iv. You warrant that you are not prevented by a court or by any other administrative or judicial order from enrolling under this agreement. In the event that you are not a citizen of the country of posting, you should have a valid work permit to work in the country of posting.
- v. During the period of enrolment you are required to comply with all policies of WILP and Wipro. These policies are updated / modified on a periodic basis and new policies may be introduced and notified to the Scholar Trainees from time to time. You agree to comply with all policies as modified from time to time.

## 17. On Completion/Cancellation of Academic Program:

- i. On Completion of the academic program or cancellation of your enrolment , as the case may be, you will immediately surrender to Wipro/ the Academy all specifications, formulae, documents, literature, drawings or records, etc. belonging to Wipro/ the Academy or relating to its business and shall not make or retain any copies of these items.
- ii. You are not eligible to receive testimonial certificate if you do not successfully complete the academic study in accordance with this letter of enrolment and the study scheme formulated by the Academy.
- iii. Wipro reserves the right to offer employment at its sole discretion to a Scholar trainee on successful and satisfactory completion of the academic study.

## 18. Acceptance of Enrolment Letter:

Upon accepting the above terms and conditions, you are required to return the duplicate of this letter of enrolment, duly signed by you as a token of your acceptance on the day of joining WILP program.

Please confirm that the above terms are acceptable to you and that you accept the enrolment by signing a copy of this letter of enrolment and submit the same on the date of joining.

## 19. Work Allocation:

As part of your work responsibilities, you may be assigned to work on certain projects/accounts or other assignments as may be deemed fit by the Company in its sole discretion. Refusal to accept and deliver on such assignments shall be treated as a refusal to work and may result in termination of your employment or other disciplinary action.

Yours sincerely,

For **Wipro Limited**,



**Aparna Shailen**  
**General Manager - Human Resources**

I have read, understood and agree to accept the enrolment on the terms and conditions herein.

I shall be present for the induction session on

## **ANNEXURE I**

### **CONFIRMATION ON SHARING PERSONAL INFORMATION (AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT, 2000)**

I Radheshyam Thakur, confirm that I am voluntarily sharing my Personal Information with Wipro Limited ('Wipro') being a part of WILP of Wipro for the following purposes:

- a. validating my application form and retaining records on the same for any future reference/verification;
- b. processing my application form including background verification checks;
- c. academic study related actions including record keeping, processing scholarship advance and benefits and any action required in the context of my enrolment with Wipro, being a part of WILP.

In this context, I also agree to the retention of such Personal Information by Wipro for any future reference/verification and authorize Wipro to transfer the same to a third party.

I understand that 'Personal Information' means any information, relating to me that is available with Wipro and is capable of identifying me."

## **ANNEXURE II**

I hereby confirm that I shall submit the required academic certificate including but not limited to mark sheet and Provisional or Convocation Degree Certificate within 3 months from my date of joining. I understand that my enrolment is subject to my aggregate meeting the Wipro eligibility criteria and submission of the above mentioned documents.

I hereby declare that all the particulars mentioned above are true to the best of my knowledge. In the event of my failure to submit the above mentioned documents or in case of any discrepancy, I shall be liable for termination of my enrolment with Wipro.

## **ANNEXURE – III**

### **INITIAL INDUCTION PROGRAM**

The Talent Transformation team at Wipro groom's campus selects to help them face the challenges of the corporate world.

A holistic 360 degree approach to training is adopted and helps them hone their fundamental computer skills followed by insights into Wipro businesses, process, technology and behavioural skills.

To understand and appreciate the mindset of the young Trainees and ensure that the transformation is smooth, the induction program is done by a team of dedicated professionals who have exposure to the academic and corporate sectors alike. Project Readiness Program (PRP) is a training program designed to address the basic learning needs of the Trainees.

#### **Corporate Readiness Program - CRP**

The CRP program is focused on making young Trainees comfortable in a corporate environment. This program starts with a corporate induction.

"EMERGE" a behavioural skills building training program ensures that the fresh Trainee start feeling at ease in the "corporate world". This activity based behavioural intervention informs the new entrants about the corporate work culture and business etiquette.

#### **Technology Readiness Program - TRP**

The technology training provides critical technical skills required to work on projects allocated to Trainees and prepare to face the demands of the project world. We begin doing this by familiarizing with Wipro's businesses and work environment.

The methodology of training is "Project Based Learning" (PBL) approach, the entire learning is designed around a series of projects that the recruits are expected to complete individually by learning and applying various topics required to complete the project. Starting with individual projects, the PBL approach ends with recruits working on a team project.

## **ANNEXURE – IV**

I have read and understood the terms of my enrolment letter. I agree and acknowledge that I am a Student/Scholar trainee with Wipro's WILP. I further undertake that I shall not represent to any person within Wipro or any other third

party that I am an employee of Wipro Ltd and I fully understand that such false representation shall entail severe disciplinary action including immediate cancellation of my enrolment.

### **Travel, Accommodation, Food & Other Miscellaneous Expenses**

#### **Travel**

- i. You would be entitled for Rs. 1500 from the date of appointment as a lump sum amount that will be credited with your first month stipend. You may utilize this amount towards Travel and you would not need to submit bills towards usage of this amount.
- ii. There is no provision for reimbursement/allowance towards any expenses incurred in lieu of attending training or classes at different locations in the same city.

#### **Accommodation, Food & other Miscellaneous Expenses**

- i. You would be entitled for Rs.400 per day for 8 days (total amount of Rs.3,200) from the date of joining. You may utilize this amount towards accommodation, food & other miscellaneous expenses. This would be paid as a lump sum amount that will be credited with your first month stipend and you would not need to submit bills towards usage of this amount.
- ii. If your posting location (the location where you would be based out of after training) is different from the training location (location where you undergo initial training), you would be entitled for the following:  
  
Settlement and Miscellaneous Expenses: Rs.1200 per day for 7 days (total amount of Rs. 8,400) from the date of reporting to the posting location. You may utilize this amount towards boarding, lodging, conveyance & other miscellaneous expenses.
- iii. Any location change after reporting to posting location will be treated as relocation/transfer and will be covered under the Transfer policy for Team Rainbow. For details you can refer the policy at myWipro-> My Policies -> India->My Travel>Transfer Policy-Team Rainbow.
- iv. Campus joiners would not be eligible for accommodation at the Wipro guest houses.

**Please note in the event that the employee leaves the organization within 6 months from the date of joining, all payments processed under Joining & Relocation Entitlements shall be recovered from the employee at the time of exit.**

**Skill Preferences 1 :** [DAAI -Cloud & Digital Database](#)

**Location Preferences 1 :** [Bangalore](#)

**Skill Preferences 2 :** [CEP-SAP-ABAP](#)

**Location Preferences 2 :** [Mysore](#)

**Skill Preferences 3 :** [Python App](#)

**Location Preferences 3 :** [Chennai](#)

☒ Accept ☐ Decline

☒ **Signature** [Radheshyam Thakur 25/1/2023 10:00 PM](#)  
(checking the checkbox above is equivalent to a handwritten signature)

Registered Office:

**Wipro Limited** T :+91 (80) 2844 0011

Doddakannelli F :+91 (80) 2844 0054

Sarjapur Road E :info@wipro.com

Bengaluru 560 035 W :wipro.com

India C :L32102KA1945PLC020800

26168298



## Welcome to Wipro's Work Integrated Learning Program ("WILP")

**Work Integrated Learning Programme**  
**Wipro Limited, Dodda Kannelli**  
**Sarjapur Road, Bengaluru - 560 035.**  
**Phone: (080) 28440011/12, Fax: (080) 28440256**

Dear SAMARTH O S,

### **Sub: Enrolment letter to Wipro's Work Integrated Learning Program ("WILP") as Scholar Trainee – Work Integrated Learning Program**

Welcome to WILP!

With reference to your application, it is our pleasure to enroll you as a Scholar Trainee – Work Integrated Learning Program. This is a scholarship program customized as a robust academic and training program which will enable you to obtain M-Tech degree from one of the premier engineering institution / University in India.

The duration of the academic program shall be 48 months from the **date of enrolment to the academic program**. You will be enrolled into the academic program within 12 months from date of joining. Your date of joining will be intimated through a separate communication.

We hope you enjoy the learning with WILP and have an enriching experience being a part of Wipro Limited ("Wipro or "Company").

Please read through the terms and conditions of your enrolment as provided below.

We look forward to having a long and fruitful relationship with you at WILP, Wish you all the best!

Yours sincerely,  
For **Wipro Limited**,

**Aparna Shailen**  
**General Manager - Human Resources**

#### **Endorsement**

I accept the enrolment and the terms and conditions thereof as specified below. I shall report for undergoing study on

#### **Terms & Conditions of Scholarship**

##### **1. PROFILE:**

You have been selected to be a part of Wipro's WILP and are enrolled as a Scholar Trainee- Work Integrated Learning Program. Upon joining WILP, you will have to undergo a "Project Readiness Program" ('PRP') that prepares you to participate in projects at the Company as part of this learning program. This robust academic program will also enable you to obtain **M-Tech degree from one of the premier engineering Institution / University** upon successful completion of the course.

##### **2. DURATION:**

The duration of your academic program will be for a period of 48 months from the date of enrolment to the academic program. You will be enrolled into the academic program within 12 months from date of joining. Unless the Company extends the period of your study in writing, which is done solely at the discretion of the Company, your enrolment would automatically terminate at the end of the stated 48 months.

In case the Company extends the academic period (in writing) you will continue to be enrolled as a Scholar Trainee – Work Integrated Learning Program with WILP.

### 3. Appointment details:

We provide support to our global customers through various Company locations in India to suit customer requirements by operating 24x7. You would be operating from any of these locations and in any of the shifts, including night shift, as may be decided by the Company, keeping in mind the business needs and deliverables to customers.

### 4. Scholarship/Stipend and Benefits

During your period of enrolment, you would be entitled to a consolidated monthly scholarship.

Apart from the monthly scholarship, the Company will provide you with life & accidental insurance that would include a cover for you, the premium / cost will be taken care of by Wipro. This is a voluntary benefit offered by the Company and the details of the same are listed below.

- i. A Group Personal Accident Insurance (GPAI) coverage of **Rs.12,00,000/-**. You could also choose to get additional coverage for a nominal and highly negotiated premium. More details on the policy are available in My Policies section in myWipro, the HR portal at Wipro.
- ii. Group Life Insurance coverage of **Rs.14, 00,000/-**. This sum insured is inclusive of cover as per EDLI (Employee Deposit Linked Insurance). You can also get an extra coverage for a nominal and highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

In addition to the above, you are also eligible for medical insurance cover towards hospitalization.

You are eligible for a floater coverage of Rs.2,00,000/- per annum for family (self, spouse & children) towards hospitalization. There will be a deduction from your monthly scholarship/stipend depending on your marital/family status towards the base sum insured premium. 10% of the claim amount would need to be borne by the employee/Scholar trainee.

Base Medical insurance is to be availed by the employee as default. It is accounted for in deductions as a nominal monthly charge. Top-Up cover is voluntary and charged as applicable during renewal timelines.

If you wish to enhance the coverage, a top up cover option is also available for a highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

The below table lists down your scholarship details:

| Period      | Scholarship | ESI | Consolidated Scholarship (Rs. Per Month) |
|-------------|-------------|-----|------------------------------------------|
| First year  | 15000       | 488 | 15,488/- (*)                             |
| Second year | 17000       | 553 | 17,553/- (*)                             |
| Third year  | 19000       | 618 | 19,618/- (*)                             |
| Fourth year | 23000       | 0   | 23,000/- (*)                             |

(\*) You shall be responsible for payment of all statutory contributions, taxes, dues and levies as may be required under the relevant laws including contributions under Employees' State Insurance Corporation Act (**at 0.75% of your Scholarship**) as and when applicable to you. Such contributions, taxes, dues and levies where required, shall be deducted from your Scholarship and benefits according to applicable laws and regulations.

Your fourth-year scholarship will continue until completion of your M-Tech program. Your enrolment into the MTech academic program within 12 months from date of joining.

You shall be eligible to receive a onetime "joining bonus" of Rs.75,000 after you join Wipro along with your first month salary. All applicable taxes on the payment of this amount will be borne by you. Please note in the event you leave the organization within 12 months from the date of joining, payment processed under Joining bonus shall be recovered from the employee at the time of exit.

The enhancement of the scholarship at the end of each academic year of study will be at the discretion of the Company and subject to your satisfactory progress of study, acquisition of skills, behavior, regularity and punctuality in attendance. Your continued enrolment in the course, will be at the discretion of the Company, and is subject to satisfactory academic performance and other requirements as prescribed in the WILP portal.

In case your project performance at any stage is not found to be at par with the requirement of WILP, then you would be placed on performance improvement program (PIP). If you fail to successfully complete the PIP, the Company may at its sole discretion discontinue your enrolment in the WILP program.

#### **Book Allowance:**

A Book Allowance of Rs.1,250/- will be provided to you per semester. This allowance will be given every semester except the last semester when you will be engaged in dissertation. The allowance will be paid to you centrally along with your scholarship during the course of each semester. The allowance will be subject to tax. Book allowance is applicable and paid only when you are registered for the semester.

#### **5. Training Agreement:**

- i. This letter of enrolment is subject to the execution of a training agreement in the prescribed proforma with Wipro Limited, Sarjapur Road, Doddakannelli, Bengaluru-560035 on or before joining the program ("Training Agreement").
- ii. This Training agreement shall be for a total period of 60 Months where you will be mentored for developing your skills and knowledge. This included technical training, in various formats, both online and offline and practical experience in various projects. The Company invests on your behalf for the cost of these trainings. Should you discontinue the WILP program or your enrolment with WILP is cancelled for any reason whatsoever before the completion of 60 months from the date of joining, the training expenses of Rs.75,000/-(Rupees Seventy five thousand only) will have to be paid by you as detailed in the Training Agreement.

#### **6. PROJECT READINESS PROGRAM (PRP)**

Upon enrolment, you will have to undergo a Project Readiness Program (PRP) to prepare you to participate in projects. This is offered by Wipro's - Talent Transformation Department to all campus and off-campus selects. The broad objective of PRP is to equip you with the necessary knowledge and skills that will enable you to start working on real-life project work which is an integral part of the WILP.

#### **7. Regulations of Academic study:**

- i. You will be enrolled for M-Tech program with a renowned institution ("University") that collaborates with Wipro for WILP.
- ii. Course specialization includes but is not limited to Software Systems, Software Engineering, Information Technology, Computing Systems and Infrastructure Management, Data Analytics, IoT, Cloud, Digital & Cyber security, Embedded Systems.
- iii. Your specialization and enrolment would be decided based on prevailing business requirements and decision of the Company is final and binding.
- iv. You will not be able to change Specialization track after enrolment.
- v. Overall program duration is 4 years from date of enrolment of academic program.
- vi. As per the program structure, a WILP Scholar trainee will register and pursue 4 to 6 courses per semester over 7 semesters.
- vii. You will be required to submit a project work / dissertation in your final semester (8<sup>th</sup> semester of your program). This will enable you to advance your professional capabilities by applying concepts and techniques in projects.
- viii. Each course has multiple evaluation components. This includes an assignment component, quiz, mid-semester examination and comprehension examination. All evaluation components are mandatory for securing a pass grade in a course as prescribed by the partnering institution.

- ix. Contact classes are organized as per the handout and calendar prepared and shared by the University at the beginning of each semester. In the normal course, one session of 2 hours duration per course per contact class is organized.
- x. You will be called upon to undergo studies during the hours and days as may be fixed by the Company from time to time. Normally, the study hours would be from 9:00am to 6:00pm
- xi. The faculty will take attendance/circulate attendance sheets for every session. It is your responsibility to ensure that your attendances are recorded properly.
- xii. WILP Scholar trainees are expected to be on time for every session. Punctuality is non-negotiable and the faculty reserves the right to deny entry and attendance to late comers.
- xiii. Attending 75% of contact session is mandatory for each course to appear for examinations.
- xiv. Not attending classes for reasons like medical/on the job training /late coming/personal problems and other similar reasons would be treated as absenteeism.
- xv. Scholar trainees who fail to meet the minimum attendance criteria will not qualify for comprehension exams for any of the registered courses in that semester.
- xvi. For any reason, you are not able to meet the minimum attendance criteria or not complete the mandatory assignments / quiz / examinations in any semester, you are required to repeat the same semester as and when the next batch is organized. In such cases, rules and regulations governing academic programs at that time would be applicable. In addition, additional semesters fees are to be borne by you as prescribed by the University.
- xvii. At the end of each semester, the performance of each Scholar Trainee in a course, is specified as a letter grade which is obtained through a Relative Grading procedure
- xviii. Any Scholar trainee securing 3 or more cumulative fail grade at any point in time will be expelled from WILP Program.
- xix. The 8th semester of study is fully devoted for dissertation / project work
- xx. If a Scholar trainee's CGPA is less than 5.5, the Scholar trainee will not be permitted to register for the dissertation. He/she has to re-appear for exams and secure a CGPA of 5.5 before taking up the dissertation. Also, a Scholar trainee with an E grade in any course will not be permitted to register for the Dissertation
- xxi. Project / Dissertation work has to be carried out by each individual separately. Teamwork is not permitted.
- xxii. The dissertation has to be completed strictly as per the guidelines that are outlined by collaborating institution.
- xxiii. WILP Scholar trainees are expected to maintain decorum and discipline in line with Wipro's professional work culture and environment.
- xxiv. In cases where a Scholar trainee deviates from the expected behaviour as prescribed by the WILP and partnering institution from time to time , strict action will be taken and the decision of the WILP Team / faculty /, University would be final and binding.
- xxv. Breach of integrity will be dealt with sternly. Such Scholar trainees will be asked to discontinue their studies and also expelled from WILP program.
- xxvi. On successful completion of the study, you will be eligible to receive the M-Tech degree from the collaborating University, in recognition of your successfully completing the course.
- xxvii. All Scholar trainees of the WILP will be given testimonials at the end of the successful completion of the M-Tech degree program. The testimonial contains the timeline in the WILP and the kind of project works carried during this opportunity.

Mode of contact session, examination pattern and other academic program norms are subject to change based on the prevailing situation / University norms declared from time to time. Decision of the University would be final and binding.

## **8. Conflict of Interest:**

- i. During your enrolment period with the WILP, you will focus exclusively on the requirements of the program. In addition to your study and academic requirements, you are required to engage yourself exclusively in the work assigned by Wipro and shall not take up any independent or individual assignments (whether part time or full time, in an advisory capacity or otherwise) directly or indirectly without the express written consent of Head /

## Manager of WILP Academy

- ii. You shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any person who is involved in activities, which are or shall be in conflict with the interests of Wipro.
- iii. The Conflict of Interest Policy also refers to the need on your part, during your enrolment and for a period of one year from the cessation of your enrolment with WILP (irrespective of the circumstances of, or the reasons for, the cessation) not to solicit, induce or encourage:
  - a. Any student/scholar trainee of the WILP to abandon /withdraw their enrolment with the program or to accept enrolment and/or employment with any competitor, supplier or any customer with whom you have a connection.
  - b. Any employee of Wipro to terminate their employment with Wipro or to accept employment with any competitor, supplier or any customer with whom you have a connection.
  - c. Any customer or vendor of Wipro to move their existing business with Wipro to a third party or to terminate their business relationship with Wipro.
  - d. Any existing employee and/or student of WILP to become associated with, or perform services of any type for any third party.
- iv. In case of any conflict or doubt, please discuss the matter with Head / Manager of WILP, to understand Wipro's position on this and resolve the conflict.

## 9. Obligation and Responsibilities:

- i. During the study period you will be governed by the WILP regulations and instructions as may be modified, from time to time, in relation to conduct, discipline and other matters.
- ii. During your study as part of WILP, Company expects you to undergo study in the area in which you are placed, with a high standard of initiative and efficiency. This is critical and Company has zero tolerance towards any deviations.
- iii. You would not be allowed to seek membership of any local or public body without the written approval from the Head / Manager of WILP.
- iv. During the study period and thereafter, you would not be allowed to give out to anyone in writing or by word of mouth or otherwise, particulars or details of work - process, technical know-how, research carried out, security arrangements, or administrative and/or organizational matters of confidential or secret nature which you may come across during your academic study or become known to you by virtue of your undergoing study under WILP or otherwise.
- v. You are bound by all regulations, instructions and policies of the WILP and Wipro. These are updated / modified on a periodic basis and new policies may be introduced and notified to Scholar trainees from time to time and you will be bound to comply with the same.
- vi. In consideration of the opportunities, trainings and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by WILP/Wipro and in the course of your association with WILP. This covenant shall endure during your association and beyond the cessation of your association with WILP (irrespective of the circumstances of, or the reasons for, the cessation).
- vii. In connection with your association with Wipro as part of the WILP and during the term of your association upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business or academic session hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

During the period of academic study, if you develop or conceptualize inventions, ideas, concepts, discoveries, techniques and improvements (including without limitation computer software) solely or jointly with others in relation to the operation of the WILP / Wipro, such developments will be fully communicated to the WILP academy and will be the sole intellectual property of Wipro. You agree to cooperate in the execution of documents to facilitate the assignment of such intellectual property when required.

## 10. Confidentiality:



- i. In consideration of the opportunities, training and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by Wipro and in the course of your enrolment. This covenant shall endure during your enrolment and beyond the cessation of your enrolment with Wipro (irrespective of the circumstances of, or the reasons for, the cessation).
- ii. During your training on projects at Wipro, you will be expected not to use or disclose any confidential information, including trade secrets, of any former employer (if any) or other person with whom you have an obligation of confidentiality and by signing below you affirm that you have no conflicting obligations or non-compete agreements that would prevent you from working without limitation for Wipro.

## **11. Assignment of Intellectual Property**

In connection with your enrolment and during the term of your enrolment, upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

## **12. Posting**

During the initial study period, initially you would be made familiar with Wipro, but you may if needed be re-assigned or transferred to another division, department, establishment or new location where Wipro, has its office or operation and WILP classes are running in the particular location, in India, without enhancing the scholarship amount. On placement of this nature, you will also be governed by the disciplinary rules and regulations as applicable in that unit/branch. You may also be placed in any sister company of Wipro, for practical studies.

## **13. Misconduct:**

- i. In case you are charged with any misconduct or disciplinary issue during your study period, your enrolment with WILP may be temporarily placed on suspension without payment of scholarship amount, for such period as Wipro may deem fit. If the charges against you are proved to be true, your enrolment may be immediately cancelled, without any notice or payment of scholarship in lieu of notice notwithstanding any clause of this letter of enrolment. It is clarified that this clause is without prejudice to Wipro's rights to enforce the Training Agreement duly signed by you even after cancellation of your enrolment for whatever reasons as the case may be.
- ii. Notwithstanding the condition regarding written notice of termination and without prejudice to Wipro's right to enforce the Training agreement, Wipro shall have the right to terminate your academic study without any notice or payment of scholarship in lieu thereof, if any declaration given or information furnished by you to WILP/ Wipro is found to be false or if you are found to have willfully suppressed any material information.

**Please note that at any stage, whether during your selection process or upon enrolment with the WILP, if it is brought to our notice that you have indulged in malpractices or used illegal means to clear your online assessment, Wipro shall withdraw or revoke the enrolment and cancel the same with immediate effect and we reserve our rights to take suitable action against you as we may deem fit.**

## **14. Cancellation of Enrolment:**

Notwithstanding any of the clauses of this letter of enrolment, Company reserves the right at its sole discretion to cancel this enrolment during the study period without assigning any reason, by giving one month's (30 days) notice or one month's scholarship/stipend in lieu of notice.

## **15. Study Hours:**

- i. As a Scholar Trainee – Work Integrated Learning Program, you will be called upon to undergo studies during the hours and days as may be fixed by WILP from time to time as per the University requirements.
- ii. You would be assigned to any of the locations and any project work as part of your WILP as may be decided by the Company.
- iii. The full day lecture sessions will be held at any of Wipro's other establishments/outsourced venue. You may also be called upon to attend academic study as and when required on holidays, as may be scheduled in accordance with the convenience of the organizing team of the WILP.
- iv. The university will plan contact classes in multiple format to suit the project work situations and university guidelines such as contact classes in ILT (instructor Led training) and / or VILT (virtual Instructor Led Training and Self-Directed / Recorded lecture sessions).

## 16. General:

- i. This letter of enrolment is subject to the condition that you have not provided us with any false declaration or wilfully suppressed any material information. If you have, you will be liable for cancellation of enrolment from the WILP without any prior notice.
- ii. The terms of this letter of enrolment may be specifically enforced legally, if required. In this connection, if any of the provisions of this letter are declared or found to be void or unenforceable due to any reason whatsoever, the remaining provisions of this letter shall continue in full force and effect.
- iii. These enrolment terms supersede and replace any existing agreement or understanding, if any, between Wipro and you relating to the same subject matter.
- iv. You warrant that you are not prevented by a court or by any other administrative or judicial order from enrolling under this agreement. In the event that you are not a citizen of the country of posting, you should have a valid work permit to work in the country of posting.
- v. During the period of enrolment you are required to comply with all policies of WILP and Wipro. These policies are updated / modified on a periodic basis and new policies may be introduced and notified to the Scholar Trainees from time to time. You agree to comply with all policies as modified from time to time.

## 17. On Completion/Cancellation of Academic Program:

- i. On Completion of the academic program or cancellation of your enrolment , as the case may be, you will immediately surrender to Wipro/ the Academy all specifications, formulae, documents, literature, drawings or records, etc. belonging to Wipro/ the Academy or relating to its business and shall not make or retain any copies of these items.
- ii. You are not eligible to receive testimonial certificate if you do not successfully complete the academic study in accordance with this letter of enrolment and the study scheme formulated by the Academy.
- iii. Wipro reserves the right to offer employment at its sole discretion to a Scholar trainee on successful and satisfactory completion of the academic study.

## 18. Acceptance of Enrolment Letter:

Upon accepting the above terms and conditions, you are required to return the duplicate of this letter of enrolment, duly signed by you as a token of your acceptance on the day of joining WILP program.

Please confirm that the above terms are acceptable to you and that you accept the enrolment by signing a copy of this letter of enrolment and submit the same on the date of joining.

## 19. Work Allocation:

As part of your work responsibilities, you may be assigned to work on certain projects/accounts or other assignments as may be deemed fit by the Company in its sole discretion. Refusal to accept and deliver on such assignments shall be treated as a refusal to work and may result in termination of your employment or other disciplinary action.

Yours sincerely,

For **Wipro Limited**,



**Aparna Shailen**  
**General Manager - Human Resources**

I have read, understood and agree to accept the enrolment on the terms and conditions herein.

I shall be present for the induction session on

## **ANNEXURE I**

### **CONFIRMATION ON SHARING PERSONAL INFORMATION (AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT, 2000)**

I Radheshyam Thakur, confirm that I am voluntarily sharing my Personal Information with Wipro Limited ('Wipro') being a part of WILP of Wipro for the following purposes:

- a. validating my application form and retaining records on the same for any future reference/verification;
- b. processing my application form including background verification checks;
- c. academic study related actions including record keeping, processing scholarship advance and benefits and any action required in the context of my enrolment with Wipro, being a part of WILP.

In this context, I also agree to the retention of such Personal Information by Wipro for any future reference/verification and authorize Wipro to transfer the same to a third party.

I understand that 'Personal Information' means any information, relating to me that is available with Wipro and is capable of identifying me."

## **ANNEXURE II**

I hereby confirm that I shall submit the required academic certificate including but not limited to mark sheet and Provisional or Convocation Degree Certificate within 3 months from my date of joining. I understand that my enrolment is subject to my aggregate meeting the Wipro eligibility criteria and submission of the above mentioned documents.

I hereby declare that all the particulars mentioned above are true to the best of my knowledge. In the event of my failure to submit the above mentioned documents or in case of any discrepancy, I shall be liable for termination of my enrolment with Wipro.

## **ANNEXURE – III**

### **INITIAL INDUCTION PROGRAM**

The Talent Transformation team at Wipro groom's campus selects to help them face the challenges of the corporate world.

A holistic 360 degree approach to training is adopted and helps them hone their fundamental computer skills followed by insights into Wipro businesses, process, technology and behavioural skills.

To understand and appreciate the mindset of the young Trainees and ensure that the transformation is smooth, the induction program is done by a team of dedicated professionals who have exposure to the academic and corporate sectors alike. Project Readiness Program (PRP) is a training program designed to address the basic learning needs of the Trainees.

#### **Corporate Readiness Program - CRP**

The CRP program is focused on making young Trainees comfortable in a corporate environment. This program starts with a corporate induction.

"EMERGE" a behavioural skills building training program ensures that the fresh Trainee start feeling at ease in the "corporate world". This activity based behavioural intervention informs the new entrants about the corporate work culture and business etiquette.

#### **Technology Readiness Program - TRP**

The technology training provides critical technical skills required to work on projects allocated to Trainees and prepare to face the demands of the project world. We begin doing this by familiarizing with Wipro's businesses and work environment.

The methodology of training is "Project Based Learning" (PBL) approach, the entire learning is designed around a series of projects that the recruits are expected to complete individually by learning and applying various topics required to complete the project. Starting with individual projects, the PBL approach ends with recruits working on a team project.

## **ANNEXURE – IV**

I have read and understood the terms of my enrolment letter. I agree and acknowledge that I am a Student/Scholar trainee with Wipro's WILP. I further undertake that I shall not represent to any person within Wipro or any other third

party that I am an employee of Wipro Ltd and I fully understand that such false representation shall entail severe disciplinary action including immediate cancellation of my enrolment.

### **Travel, Accommodation, Food & Other Miscellaneous Expenses**

#### **Travel**

- i. You would be entitled for Rs. 1500 from the date of appointment as a lump sum amount that will be credited with your first month stipend. You may utilize this amount towards Travel and you would not need to submit bills towards usage of this amount.
- ii. There is no provision for reimbursement/allowance towards any expenses incurred in lieu of attending training or classes at different locations in the same city.

#### **Accommodation, Food & other Miscellaneous Expenses**

- i. You would be entitled for Rs.400 per day for 8 days (total amount of Rs.3,200) from the date of joining. You may utilize this amount towards accommodation, food & other miscellaneous expenses. This would be paid as a lump sum amount that will be credited with your first month stipend and you would not need to submit bills towards usage of this amount.
- ii. If your posting location (the location where you would be based out of after training) is different from the training location (location where you undergo initial training), you would be entitled for the following:

Settlement and Miscellaneous Expenses: Rs.1200 per day for 7 days (total amount of Rs. 8,400) from the date of reporting to the posting location. You may utilize this amount towards boarding, lodging, conveyance & other miscellaneous expenses.

- iii. Any location change after reporting to posting location will be treated as relocation/transfer and will be covered under the Transfer policy for Team Rainbow. For details you can refer the policy at myWipro-> My Policies -> India->My Travel>Transfer Policy-Team Rainbow.

- iv. Campus joiners would not be eligible for accommodation at the Wipro guest houses.

**Please note in the event that the employee leaves the organization within 6 months from the date of joining, all payments processed under Joining & Relocation Entitlements shall be recovered from the employee at the time of exit.**

**Skill Preferences 1 :** [DAAI -Cloud & Digital Database](#)

**Location Preferences 1 :** [Bangalore](#)

**Skill Preferences 2 :** [CEP-SAP-ABAP](#)

**Location Preferences 2 :** [Mysore](#)

**Skill Preferences 3 :** [Python App](#)

**Location Preferences 3 :** [Chennai](#)

☒ Accept ☐ Decline

☒ **Signature** [Radheshyam Thakur 25/1/2023 10:00 PM](#)

(checking the checkbox above is equivalent to a handwritten signature)

Registered Office:

**Wipro Limited** T :+91 (80) 2844 0011

Doddakannelli F :+91 (80) 2844 0054

Sarjapur Road E :info@wipro.com

Bengaluru 560 035 W :wipro.com

India C :L32102KA1945PLC020800

26168298



## Welcome to Wipro's Work Integrated Learning Program ("WILP")

**Work Integrated Learning Programme**  
**Wipro Limited, Dodda Kannelli**  
**Sarjapur Road, Bengaluru - 560 035.**  
**Phone: (080) 28440011/12, Fax: (080) 28440256**

Dear SAMMEDH R CHAUGALA,

### **Sub: Enrolment letter to Wipro's Work Integrated Learning Program ("WILP") as Scholar Trainee – Work Integrated Learning Program**

Welcome to WILP!

With reference to your application, it is our pleasure to enroll you as a Scholar Trainee – Work Integrated Learning Program. This is a scholarship program customized as a robust academic and training program which will enable you to obtain M-Tech degree from one of the premier engineering institution / University in India.

The duration of the academic program shall be 48 months from the **date of enrolment to the academic program**. You will be enrolled into the academic program within 12 months from date of joining. Your date of joining will be intimated through a separate communication.

We hope you enjoy the learning with WILP and have an enriching experience being a part of Wipro Limited ("Wipro or "Company").

Please read through the terms and conditions of your enrolment as provided below.

We look forward to having a long and fruitful relationship with you at WILP, Wish you all the best!

Yours sincerely,  
For **Wipro Limited**,

**Aparna Shailen**  
**General Manager - Human Resources**

#### **Endorsement**

I accept the enrolment and the terms and conditions thereof as specified below. I shall report for undergoing study on

#### **Terms & Conditions of Scholarship**

##### **1. PROFILE:**

You have been selected to be a part of Wipro's WILP and are enrolled as a Scholar Trainee- Work Integrated Learning Program. Upon joining WILP, you will have to undergo a "Project Readiness Program" ('PRP') that prepares you to participate in projects at the Company as part of this learning program. This robust academic program will also enable you to obtain **M-Tech degree from one of the premier engineering Institution / University** upon successful completion of the course.

##### **2. DURATION:**

The duration of your academic program will be for a period of 48 months from the date of enrolment to the academic program. You will be enrolled into the academic program within 12 months from date of joining. Unless the Company extends the period of your study in writing, which is done solely at the discretion of the Company, your enrolment would automatically terminate at the end of the stated 48 months.

In case the Company extends the academic period (in writing) you will continue to be enrolled as a Scholar Trainee – Work Integrated Learning Program with WILP.

### 3. Appointment details:

We provide support to our global customers through various Company locations in India to suit customer requirements by operating 24x7. You would be operating from any of these locations and in any of the shifts, including night shift, as may be decided by the Company, keeping in mind the business needs and deliverables to customers.

### 4. Scholarship/Stipend and Benefits

During your period of enrolment, you would be entitled to a consolidated monthly scholarship.

Apart from the monthly scholarship, the Company will provide you with life & accidental insurance that would include a cover for you, the premium / cost will be taken care of by Wipro. This is a voluntary benefit offered by the Company and the details of the same are listed below.

- i. A Group Personal Accident Insurance (GPAI) coverage of **Rs.12,00,000/-**. You could also choose to get additional coverage for a nominal and highly negotiated premium. More details on the policy are available in My Policies section in myWipro, the HR portal at Wipro.
- ii. Group Life Insurance coverage of **Rs.14, 00,000/-**. This sum insured is inclusive of cover as per EDLI (Employee Deposit Linked Insurance). You can also get an extra coverage for a nominal and highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

In addition to the above, you are also eligible for medical insurance cover towards hospitalization.

You are eligible for a floater coverage of Rs.2,00,000/- per annum for family (self, spouse & children) towards hospitalization. There will be a deduction from your monthly scholarship/stipend depending on your marital/family status towards the base sum insured premium. 10% of the claim amount would need to be borne by the employee/Scholar trainee.

Base Medical insurance is to be availed by the employee as default. It is accounted for in deductions as a nominal monthly charge. Top-Up cover is voluntary and charged as applicable during renewal timelines.

If you wish to enhance the coverage, a top up cover option is also available for a highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

The below table lists down your scholarship details:

| Period      | Scholarship | ESI | Consolidated Scholarship (Rs. Per Month) |
|-------------|-------------|-----|------------------------------------------|
| First year  | 15000       | 488 | 15,488/- (*)                             |
| Second year | 17000       | 553 | 17,553/- (*)                             |
| Third year  | 19000       | 618 | 19,618/- (*)                             |
| Fourth year | 23000       | 0   | 23,000/- (*)                             |

(\*) You shall be responsible for payment of all statutory contributions, taxes, dues and levies as may be required under the relevant laws including contributions under Employees' State Insurance Corporation Act (**at 0.75% of your Scholarship**) as and when applicable to you. Such contributions, taxes, dues and levies where required, shall be deducted from your Scholarship and benefits according to applicable laws and regulations.

Your fourth-year scholarship will continue until completion of your M-Tech program. Your enrolment into the MTech academic program within 12 months from date of joining.

You shall be eligible to receive a onetime "joining bonus" of Rs.75,000 after you join Wipro along with your first month salary. All applicable taxes on the payment of this amount will be borne by you. Please note in the event you leave the organization within 12 months from the date of joining, payment processed under Joining bonus shall be recovered from the employee at the time of exit.

The enhancement of the scholarship at the end of each academic year of study will be at the discretion of the Company and subject to your satisfactory progress of study, acquisition of skills, behavior, regularity and punctuality in attendance. Your continued enrolment in the course, will be at the discretion of the Company, and is subject to satisfactory academic performance and other requirements as prescribed in the WILP portal.

In case your project performance at any stage is not found to be at par with the requirement of WILP, then you would be placed on performance improvement program (PIP). If you fail to successfully complete the PIP, the Company may at its sole discretion discontinue your enrolment in the WILP program.

#### **Book Allowance:**

A Book Allowance of Rs.1,250/- will be provided to you per semester. This allowance will be given every semester except the last semester when you will be engaged in dissertation. The allowance will be paid to you centrally along with your scholarship during the course of each semester. The allowance will be subject to tax. Book allowance is applicable and paid only when you are registered for the semester.

#### **5. Training Agreement:**

- i. This letter of enrolment is subject to the execution of a training agreement in the prescribed proforma with Wipro Limited, Sarjapur Road, Doddakannelli, Bengaluru-560035 on or before joining the program ("Training Agreement").
- ii. This Training agreement shall be for a total period of 60 Months where you will be mentored for developing your skills and knowledge. This included technical training, in various formats, both online and offline and practical experience in various projects. The Company invests on your behalf for the cost of these trainings. Should you discontinue the WILP program or your enrolment with WILP is cancelled for any reason whatsoever before the completion of 60 months from the date of joining, the training expenses of Rs.75,000/-(Rupees Seventy five thousand only) will have to be paid by you as detailed in the Training Agreement.

#### **6. PROJECT READINESS PROGRAM (PRP)**

Upon enrolment, you will have to undergo a Project Readiness Program (PRP) to prepare you to participate in projects. This is offered by Wipro's - Talent Transformation Department to all campus and off-campus selects. The broad objective of PRP is to equip you with the necessary knowledge and skills that will enable you to start working on real-life project work which is an integral part of the WILP.

#### **7. Regulations of Academic study:**

- i. You will be enrolled for M-Tech program with a renowned institution ("University") that collaborates with Wipro for WILP.
- ii. Course specialization includes but is not limited to Software Systems, Software Engineering, Information Technology, Computing Systems and Infrastructure Management, Data Analytics, IoT, Cloud, Digital & Cyber security, Embedded Systems.
- iii. Your specialization and enrolment would be decided based on prevailing business requirements and decision of the Company is final and binding.
- iv. You will not be able to change Specialization track after enrolment.
- v. Overall program duration is 4 years from date of enrolment of academic program.
- vi. As per the program structure, a WILP Scholar trainee will register and pursue 4 to 6 courses per semester over 7 semesters.
- vii. You will be required to submit a project work / dissertation in your final semester (8<sup>th</sup> semester of your program). This will enable you to advance your professional capabilities by applying concepts and techniques in projects.
- viii. Each course has multiple evaluation components. This includes an assignment component, quiz, mid-semester examination and comprehension examination. All evaluation components are mandatory for securing a pass grade in a course as prescribed by the partnering institution.

- ix. Contact classes are organized as per the handout and calendar prepared and shared by the University at the beginning of each semester. In the normal course, one session of 2 hours duration per course per contact class is organized.
- x. You will be called upon to undergo studies during the hours and days as may be fixed by the Company from time to time. Normally, the study hours would be from 9:00am to 6:00pm
- xi. The faculty will take attendance/circulate attendance sheets for every session. It is your responsibility to ensure that your attendances are recorded properly.
- xii. WILP Scholar trainees are expected to be on time for every session. Punctuality is non-negotiable and the faculty reserves the right to deny entry and attendance to late comers.
- xiii. Attending 75% of contact session is mandatory for each course to appear for examinations.
- xiv. Not attending classes for reasons like medical/on the job training /late coming/personal problems and other similar reasons would be treated as absenteeism.
- xv. Scholar trainees who fail to meet the minimum attendance criteria will not qualify for comprehension exams for any of the registered courses in that semester.
- xvi. For any reason, you are not able to meet the minimum attendance criteria or not complete the mandatory assignments / quiz / examinations in any semester, you are required to repeat the same semester as and when the next batch is organized. In such cases, rules and regulations governing academic programs at that time would be applicable. In addition, additional semesters fees are to be borne by you as prescribed by the University.
- xvii. At the end of each semester, the performance of each Scholar Trainee in a course, is specified as a letter grade which is obtained through a Relative Grading procedure
- xviii. Any Scholar trainee securing 3 or more cumulative fail grade at any point in time will be expelled from WILP Program.
- xix. The 8th semester of study is fully devoted for dissertation / project work
- xx. If a Scholar trainee's CGPA is less than 5.5, the Scholar trainee will not be permitted to register for the dissertation. He/she has to re-appear for exams and secure a CGPA of 5.5 before taking up the dissertation. Also, a Scholar trainee with an E grade in any course will not be permitted to register for the Dissertation
- xxi. Project / Dissertation work has to be carried out by each individual separately. Teamwork is not permitted.
- xxii. The dissertation has to be completed strictly as per the guidelines that are outlined by collaborating institution.
- xxiii. WILP Scholar trainees are expected to maintain decorum and discipline in line with Wipro's professional work culture and environment.
- xxiv. In cases where a Scholar trainee deviates from the expected behaviour as prescribed by the WILP and partnering institution from time to time , strict action will be taken and the decision of the WILP Team / faculty /, University would be final and binding.
- xxv. Breach of integrity will be dealt with sternly. Such Scholar trainees will be asked to discontinue their studies and also expelled from WILP program.
- xxvi. On successful completion of the study, you will be eligible to receive the M-Tech degree from the collaborating University, in recognition of your successfully completing the course.
- xxvii. All Scholar trainees of the WILP will be given testimonials at the end of the successful completion of the M-Tech degree program. The testimonial contains the timeline in the WILP and the kind of project works carried during this opportunity.

Mode of contact session, examination pattern and other academic program norms are subject to change based on the prevailing situation / University norms declared from time to time. Decision of the University would be final and binding.

## **8. Conflict of Interest:**

- i. During your enrolment period with the WILP, you will focus exclusively on the requirements of the program. In addition to your study and academic requirements, you are required to engage yourself exclusively in the work assigned by Wipro and shall not take up any independent or individual assignments (whether part time or full time, in an advisory capacity or otherwise) directly or indirectly without the express written consent of Head /



## Manager of WILP Academy

- ii. You shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any person who is involved in activities, which are or shall be in conflict with the interests of Wipro.
- iii. The Conflict of Interest Policy also refers to the need on your part, during your enrolment and for a period of one year from the cessation of your enrolment with WILP (irrespective of the circumstances of, or the reasons for, the cessation) not to solicit, induce or encourage:
  - a. Any student/scholar trainee of the WILP to abandon /withdraw their enrolment with the program or to accept enrolment and/or employment with any competitor, supplier or any customer with whom you have a connection.
  - b. Any employee of Wipro to terminate their employment with Wipro or to accept employment with any competitor, supplier or any customer with whom you have a connection.
  - c. Any customer or vendor of Wipro to move their existing business with Wipro to a third party or to terminate their business relationship with Wipro.
  - d. Any existing employee and/or student of WILP to become associated with, or perform services of any type for any third party.
- iv. In case of any conflict or doubt, please discuss the matter with Head / Manager of WILP, to understand Wipro's position on this and resolve the conflict.

## 9. Obligation and Responsibilities:

- i. During the study period you will be governed by the WILP regulations and instructions as may be modified, from time to time, in relation to conduct, discipline and other matters.
- ii. During your study as part of WILP, Company expects you to undergo study in the area in which you are placed, with a high standard of initiative and efficiency. This is critical and Company has zero tolerance towards any deviations.
- iii. You would not be allowed to seek membership of any local or public body without the written approval from the Head / Manager of WILP.
- iv. During the study period and thereafter, you would not be allowed to give out to anyone in writing or by word of mouth or otherwise, particulars or details of work - process, technical know-how, research carried out, security arrangements, or administrative and/or organizational matters of confidential or secret nature which you may come across during your academic study or become known to you by virtue of your undergoing study under WILP or otherwise.
- v. You are bound by all regulations, instructions and policies of the WILP and Wipro. These are updated / modified on a periodic basis and new policies may be introduced and notified to Scholar trainees from time to time and you will be bound to comply with the same.
- vi. In consideration of the opportunities, trainings and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by WILP/Wipro and in the course of your association with WILP. This covenant shall endure during your association and beyond the cessation of your association with WILP (irrespective of the circumstances of, or the reasons for, the cessation).
- vii. In connection with your association with Wipro as part of the WILP and during the term of your association upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business or academic session hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

During the period of academic study, if you develop or conceptualize inventions, ideas, concepts, discoveries, techniques and improvements (including without limitation computer software) solely or jointly with others in relation to the operation of the WILP / Wipro, such developments will be fully communicated to the WILP academy and will be the sole intellectual property of Wipro. You agree to cooperate in the execution of documents to facilitate the assignment of such intellectual property when required.

## 10. Confidentiality:

- i. In consideration of the opportunities, training and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by Wipro and in the course of your enrolment. This covenant shall endure during your enrolment and beyond the cessation of your enrolment with Wipro (irrespective of the circumstances of, or the reasons for, the cessation).
- ii. During your training on projects at Wipro, you will be expected not to use or disclose any confidential information, including trade secrets, of any former employer (if any) or other person with whom you have an obligation of confidentiality and by signing below you affirm that you have no conflicting obligations or non-compete agreements that would prevent you from working without limitation for Wipro.

## **11. Assignment of Intellectual Property**

In connection with your enrolment and during the term of your enrolment, upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

## **12. Posting**

During the initial study period, initially you would be made familiar with Wipro, but you may if needed be re-assigned or transferred to another division, department, establishment or new location where Wipro, has its office or operation and WILP classes are running in the particular location, in India, without enhancing the scholarship amount. On placement of this nature, you will also be governed by the disciplinary rules and regulations as applicable in that unit/branch. You may also be placed in any sister company of Wipro, for practical studies.

## **13. Misconduct:**

- i. In case you are charged with any misconduct or disciplinary issue during your study period, your enrolment with WILP may be temporarily placed on suspension without payment of scholarship amount, for such period as Wipro may deem fit. If the charges against you are proved to be true, your enrolment may be immediately cancelled, without any notice or payment of scholarship in lieu of notice notwithstanding any clause of this letter of enrolment. It is clarified that this clause is without prejudice to Wipro's rights to enforce the Training Agreement duly signed by you even after cancellation of your enrolment for whatever reasons as the case may be.
- ii. Notwithstanding the condition regarding written notice of termination and without prejudice to Wipro's right to enforce the Training agreement, Wipro shall have the right to terminate your academic study without any notice or payment of scholarship in lieu thereof, if any declaration given or information furnished by you to WILP/ Wipro is found to be false or if you are found to have willfully suppressed any material information.

**Please note that at any stage, whether during your selection process or upon enrolment with the WILP, if it is brought to our notice that you have indulged in malpractices or used illegal means to clear your online assessment, Wipro shall withdraw or revoke the enrolment and cancel the same with immediate effect and we reserve our rights to take suitable action against you as we may deem fit.**

## **14. Cancellation of Enrolment:**

Notwithstanding any of the clauses of this letter of enrolment, Company reserves the right at its sole discretion to cancel this enrolment during the study period without assigning any reason, by giving one month's (30 days) notice or one month's scholarship/stipend in lieu of notice.

## **15. Study Hours:**

- i. As a Scholar Trainee – Work Integrated Learning Program, you will be called upon to undergo studies during the hours and days as may be fixed by WILP from time to time as per the University requirements.
- ii. You would be assigned to any of the locations and any project work as part of your WILP as may be decided by the Company.
- iii. The full day lecture sessions will be held at any of Wipro's other establishments/outsourced venue. You may also be called upon to attend academic study as and when required on holidays, as may be scheduled in accordance with the convenience of the organizing team of the WILP.
- iv. The university will plan contact classes in multiple format to suit the project work situations and university guidelines such as contact classes in ILT (instructor Led training) and / or VILT (virtual Instructor Led Training and Self-Directed / Recorded lecture sessions).

## 16. General:

- i. This letter of enrolment is subject to the condition that you have not provided us with any false declaration or wilfully suppressed any material information. If you have, you will be liable for cancellation of enrolment from the WILP without any prior notice.
- ii. The terms of this letter of enrolment may be specifically enforced legally, if required. In this connection, if any of the provisions of this letter are declared or found to be void or unenforceable due to any reason whatsoever, the remaining provisions of this letter shall continue in full force and effect.
- iii. These enrolment terms supersede and replace any existing agreement or understanding, if any, between Wipro and you relating to the same subject matter.
- iv. You warrant that you are not prevented by a court or by any other administrative or judicial order from enrolling under this agreement. In the event that you are not a citizen of the country of posting, you should have a valid work permit to work in the country of posting.
- v. During the period of enrolment you are required to comply with all policies of WILP and Wipro. These policies are updated / modified on a periodic basis and new policies may be introduced and notified to the Scholar Trainees from time to time. You agree to comply with all policies as modified from time to time.

## 17. On Completion/Cancellation of Academic Program:

- i. On Completion of the academic program or cancellation of your enrolment , as the case may be, you will immediately surrender to Wipro/ the Academy all specifications, formulae, documents, literature, drawings or records, etc. belonging to Wipro/ the Academy or relating to its business and shall not make or retain any copies of these items.
- ii. You are not eligible to receive testimonial certificate if you do not successfully complete the academic study in accordance with this letter of enrolment and the study scheme formulated by the Academy.
- iii. Wipro reserves the right to offer employment at its sole discretion to a Scholar trainee on successful and satisfactory completion of the academic study.

## 18. Acceptance of Enrolment Letter:

Upon accepting the above terms and conditions, you are required to return the duplicate of this letter of enrolment, duly signed by you as a token of your acceptance on the day of joining WILP program.

Please confirm that the above terms are acceptable to you and that you accept the enrolment by signing a copy of this letter of enrolment and submit the same on the date of joining.

## 19. Work Allocation:

As part of your work responsibilities, you may be assigned to work on certain projects/accounts or other assignments as may be deemed fit by the Company in its sole discretion. Refusal to accept and deliver on such assignments shall be treated as a refusal to work and may result in termination of your employment or other disciplinary action.

Yours sincerely,

For **Wipro Limited**,



**Aparna Shailen**  
**General Manager - Human Resources**

I have read, understood and agree to accept the enrolment on the terms and conditions herein.

I shall be present for the induction session on

## **ANNEXURE I**

### **CONFIRMATION ON SHARING PERSONAL INFORMATION (AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT, 2000)**

I Radheshyam Thakur, confirm that I am voluntarily sharing my Personal Information with Wipro Limited ('Wipro') being a part of WILP of Wipro for the following purposes:

- a. validating my application form and retaining records on the same for any future reference/verification;
- b. processing my application form including background verification checks;
- c. academic study related actions including record keeping, processing scholarship advance and benefits and any action required in the context of my enrolment with Wipro, being a part of WILP.

In this context, I also agree to the retention of such Personal Information by Wipro for any future reference/verification and authorize Wipro to transfer the same to a third party.

I understand that 'Personal Information' means any information, relating to me that is available with Wipro and is capable of identifying me."

## **ANNEXURE II**

I hereby confirm that I shall submit the required academic certificate including but not limited to mark sheet and Provisional or Convocation Degree Certificate within 3 months from my date of joining. I understand that my enrolment is subject to my aggregate meeting the Wipro eligibility criteria and submission of the above mentioned documents.

I hereby declare that all the particulars mentioned above are true to the best of my knowledge. In the event of my failure to submit the above mentioned documents or in case of any discrepancy, I shall be liable for termination of my enrolment with Wipro.

## **ANNEXURE – III**

### **INITIAL INDUCTION PROGRAM**

The Talent Transformation team at Wipro groom's campus selects to help them face the challenges of the corporate world.

A holistic 360 degree approach to training is adopted and helps them hone their fundamental computer skills followed by insights into Wipro businesses, process, technology and behavioural skills.

To understand and appreciate the mindset of the young Trainees and ensure that the transformation is smooth, the induction program is done by a team of dedicated professionals who have exposure to the academic and corporate sectors alike. Project Readiness Program (PRP) is a training program designed to address the basic learning needs of the Trainees.

#### **Corporate Readiness Program - CRP**

The CRP program is focused on making young Trainees comfortable in a corporate environment. This program starts with a corporate induction.

"EMERGE" a behavioural skills building training program ensures that the fresh Trainee start feeling at ease in the "corporate world". This activity based behavioural intervention informs the new entrants about the corporate work culture and business etiquette.

#### **Technology Readiness Program - TRP**

The technology training provides critical technical skills required to work on projects allocated to Trainees and prepare to face the demands of the project world. We begin doing this by familiarizing with Wipro's businesses and work environment.

The methodology of training is "Project Based Learning" (PBL) approach, the entire learning is designed around a series of projects that the recruits are expected to complete individually by learning and applying various topics required to complete the project. Starting with individual projects, the PBL approach ends with recruits working on a team project.

## **ANNEXURE – IV**

I have read and understood the terms of my enrolment letter. I agree and acknowledge that I am a Student/Scholar trainee with Wipro's WILP. I further undertake that I shall not represent to any person within Wipro or any other third

party that I am an employee of Wipro Ltd and I fully understand that such false representation shall entail severe disciplinary action including immediate cancellation of my enrolment.

### **Travel, Accommodation, Food & Other Miscellaneous Expenses**

#### **Travel**

- i. You would be entitled for Rs. 1500 from the date of appointment as a lump sum amount that will be credited with your first month stipend. You may utilize this amount towards Travel and you would not need to submit bills towards usage of this amount.
- ii. There is no provision for reimbursement/allowance towards any expenses incurred in lieu of attending training or classes at different locations in the same city.

#### **Accommodation, Food & other Miscellaneous Expenses**

- i. You would be entitled for Rs.400 per day for 8 days (total amount of Rs.3,200) from the date of joining. You may utilize this amount towards accommodation, food & other miscellaneous expenses. This would be paid as a lump sum amount that will be credited with your first month stipend and you would not need to submit bills towards usage of this amount.
- ii. If your posting location (the location where you would be based out of after training) is different from the training location (location where you undergo initial training), you would be entitled for the following:  
  
Settlement and Miscellaneous Expenses: Rs.1200 per day for 7 days (total amount of Rs. 8,400) from the date of reporting to the posting location. You may utilize this amount towards boarding, lodging, conveyance & other miscellaneous expenses.
- iii. Any location change after reporting to posting location will be treated as relocation/transfer and will be covered under the Transfer policy for Team Rainbow. For details you can refer the policy at myWipro-> My Policies -> India->My Travel>Transfer Policy-Team Rainbow.
- iv. Campus joiners would not be eligible for accommodation at the Wipro guest houses.

**Please note in the event that the employee leaves the organization within 6 months from the date of joining, all payments processed under Joining & Relocation Entitlements shall be recovered from the employee at the time of exit.**

**Skill Preferences 1 :** [DAAI -Cloud & Digital Database](#)

**Location Preferences 1 :** [Bangalore](#)

**Skill Preferences 2 :** [CEP-SAP-ABAP](#)

**Location Preferences 2 :** [Mysore](#)

**Skill Preferences 3 :** [Python App](#)

**Location Preferences 3 :** [Chennai](#)

☒ Accept ☐ Decline

☒ **Signature** [Radheshyam Thakur 25/1/2023 10:00 PM](#)  
(checking the checkbox above is equivalent to a handwritten signature)

Registered Office:

**Wipro Limited** T :+91 (80) 2844 0011

Doddakannelli F :+91 (80) 2844 0054

Sarjapur Road E :info@wipro.com

Bengaluru 560 035 W :wipro.com

India C :L32102KA1945PLC020800

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## Welcome to Wipro's Work Integrated Learning Program ("WILP")

**Work Integrated Learning Programme**  
**Wipro Limited, Dodda Kannelli**  
**Sarjapur Road, Bengaluru - 560 035.**  
**Phone: (080) 28440011/12, Fax: (080) 28440256**

Dear SANATH C DASS,

### **Sub: Enrolment letter to Wipro's Work Integrated Learning Program ("WILP") as Scholar Trainee – Work Integrated Learning Program**

Welcome to WILP!

With reference to your application, it is our pleasure to enroll you as a Scholar Trainee – Work Integrated Learning Program. This is a scholarship program customized as a robust academic and training program which will enable you to obtain M-Tech degree from one of the premier engineering institution / University in India.

The duration of the academic program shall be 48 months from the **date of enrolment to the academic program**. You will be enrolled into the academic program within 12 months from date of joining. Your date of joining will be intimated through a separate communication.

We hope you enjoy the learning with WILP and have an enriching experience being a part of Wipro Limited ("Wipro or "Company").

Please read through the terms and conditions of your enrolment as provided below.

We look forward to having a long and fruitful relationship with you at WILP, Wish you all the best!

Yours sincerely,  
For **Wipro Limited**,

**Aparna Shailen**  
**General Manager - Human Resources**

#### **Endorsement**

I accept the enrolment and the terms and conditions thereof as specified below. I shall report for undergoing study on

#### **Terms & Conditions of Scholarship**

##### **1. PROFILE:**

You have been selected to be a part of Wipro's WILP and are enrolled as a Scholar Trainee- Work Integrated Learning Program. Upon joining WILP, you will have to undergo a "Project Readiness Program" ('PRP') that prepares you to participate in projects at the Company as part of this learning program. This robust academic program will also enable you to obtain **M-Tech degree from one of the premier engineering Institution / University** upon successful completion of the course.

##### **2. DURATION:**

The duration of your academic program will be for a period of 48 months from the date of enrolment to the academic program. You will be enrolled into the academic program within 12 months from date of joining. Unless the Company extends the period of your study in writing, which is done solely at the discretion of the Company, your enrolment would automatically terminate at the end of the stated 48 months.

In case the Company extends the academic period (in writing) you will continue to be enrolled as a Scholar Trainee – Work Integrated Learning Program with WILP.

### 3. Appointment details:

We provide support to our global customers through various Company locations in India to suit customer requirements by operating 24x7. You would be operating from any of these locations and in any of the shifts, including night shift, as may be decided by the Company, keeping in mind the business needs and deliverables to customers.

### 4. Scholarship/Stipend and Benefits

During your period of enrolment, you would be entitled to a consolidated monthly scholarship.

Apart from the monthly scholarship, the Company will provide you with life & accidental insurance that would include a cover for you, the premium / cost will be taken care of by Wipro. This is a voluntary benefit offered by the Company and the details of the same are listed below.

- i. A Group Personal Accident Insurance (GPAI) coverage of **Rs.12,00,000/-**. You could also choose to get additional coverage for a nominal and highly negotiated premium. More details on the policy are available in My Policies section in myWipro, the HR portal at Wipro.
- ii. Group Life Insurance coverage of **Rs.14, 00,000/-**. This sum insured is inclusive of cover as per EDLI (Employee Deposit Linked Insurance). You can also get an extra coverage for a nominal and highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

In addition to the above, you are also eligible for medical insurance cover towards hospitalization.

You are eligible for a floater coverage of Rs.2,00,000/- per annum for family (self, spouse & children) towards hospitalization. There will be a deduction from your monthly scholarship/stipend depending on your marital/family status towards the base sum insured premium. 10% of the claim amount would need to be borne by the employee/Scholar trainee.

Base Medical insurance is to be availed by the employee as default. It is accounted for in deductions as a nominal monthly charge. Top-Up cover is voluntary and charged as applicable during renewal timelines.

If you wish to enhance the coverage, a top up cover option is also available for a highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

The below table lists down your scholarship details:

| Period      | Scholarship | ESI | Consolidated Scholarship (Rs. Per Month) |
|-------------|-------------|-----|------------------------------------------|
| First year  | 15000       | 488 | 15,488/- (*)                             |
| Second year | 17000       | 553 | 17,553/- (*)                             |
| Third year  | 19000       | 618 | 19,618/- (*)                             |
| Fourth year | 23000       | 0   | 23,000/- (*)                             |

(\*) You shall be responsible for payment of all statutory contributions, taxes, dues and levies as may be required under the relevant laws including contributions under Employees' State Insurance Corporation Act (**at 0.75% of your Scholarship**) as and when applicable to you. Such contributions, taxes, dues and levies where required, shall be deducted from your Scholarship and benefits according to applicable laws and regulations.

Your fourth-year scholarship will continue until completion of your M-Tech program. Your enrolment into the MTech academic program within 12 months from date of joining.

You shall be eligible to receive a onetime "joining bonus" of Rs.75,000 after you join Wipro along with your first month salary. All applicable taxes on the payment of this amount will be borne by you. Please note in the event you leave the organization within 12 months from the date of joining, payment processed under Joining bonus shall be recovered from the employee at the time of exit.

The enhancement of the scholarship at the end of each academic year of study will be at the discretion of the Company and subject to your satisfactory progress of study, acquisition of skills, behavior, regularity and punctuality in attendance. Your continued enrolment in the course, will be at the discretion of the Company, and is subject to satisfactory academic performance and other requirements as prescribed in the WILP portal.

In case your project performance at any stage is not found to be at par with the requirement of WILP, then you would be placed on performance improvement program (PIP). If you fail to successfully complete the PIP, the Company may at its sole discretion discontinue your enrolment in the WILP program.

#### **Book Allowance:**

A Book Allowance of Rs.1,250/- will be provided to you per semester. This allowance will be given every semester except the last semester when you will be engaged in dissertation. The allowance will be paid to you centrally along with your scholarship during the course of each semester. The allowance will be subject to tax. Book allowance is applicable and paid only when you are registered for the semester.

#### **5. Training Agreement:**

- i. This letter of enrolment is subject to the execution of a training agreement in the prescribed proforma with Wipro Limited, Sarjapur Road, Doddakannelli, Bengaluru-560035 on or before joining the program ("Training Agreement").
- ii. This Training agreement shall be for a total period of 60 Months where you will be mentored for developing your skills and knowledge. This included technical training, in various formats, both online and offline and practical experience in various projects. The Company invests on your behalf for the cost of these trainings. Should you discontinue the WILP program or your enrolment with WILP is cancelled for any reason whatsoever before the completion of 60 months from the date of joining, the training expenses of Rs.75,000/-(Rupees Seventy five thousand only) will have to be paid by you as detailed in the Training Agreement.

#### **6. PROJECT READINESS PROGRAM (PRP)**

Upon enrolment, you will have to undergo a Project Readiness Program (PRP) to prepare you to participate in projects. This is offered by Wipro's - Talent Transformation Department to all campus and off-campus selects. The broad objective of PRP is to equip you with the necessary knowledge and skills that will enable you to start working on real-life project work which is an integral part of the WILP.

#### **7. Regulations of Academic study:**

- i. You will be enrolled for M-Tech program with a renowned institution ("University") that collaborates with Wipro for WILP.
- ii. Course specialization includes but is not limited to Software Systems, Software Engineering, Information Technology, Computing Systems and Infrastructure Management, Data Analytics, IoT, Cloud, Digital & Cyber security, Embedded Systems.
- iii. Your specialization and enrolment would be decided based on prevailing business requirements and decision of the Company is final and binding.
- iv. You will not be able to change Specialization track after enrolment.
- v. Overall program duration is 4 years from date of enrolment of academic program.
- vi. As per the program structure, a WILP Scholar trainee will register and pursue 4 to 6 courses per semester over 7 semesters.
- vii. You will be required to submit a project work / dissertation in your final semester (8<sup>th</sup> semester of your program). This will enable you to advance your professional capabilities by applying concepts and techniques in projects.
- viii. Each course has multiple evaluation components. This includes an assignment component, quiz, mid-semester examination and comprehension examination. All evaluation components are mandatory for securing a pass grade in a course as prescribed by the partnering institution.



- ix. Contact classes are organized as per the handout and calendar prepared and shared by the University at the beginning of each semester. In the normal course, one session of 2 hours duration per course per contact class is organized.
- x. You will be called upon to undergo studies during the hours and days as may be fixed by the Company from time to time. Normally, the study hours would be from 9:00am to 6:00pm
- xi. The faculty will take attendance/circulate attendance sheets for every session. It is your responsibility to ensure that your attendances are recorded properly.
- xii. WILP Scholar trainees are expected to be on time for every session. Punctuality is non-negotiable and the faculty reserves the right to deny entry and attendance to late comers.
- xiii. Attending 75% of contact session is mandatory for each course to appear for examinations.
- xiv. Not attending classes for reasons like medical/on the job training /late coming/personal problems and other similar reasons would be treated as absenteeism.
- xv. Scholar trainees who fail to meet the minimum attendance criteria will not qualify for comprehension exams for any of the registered courses in that semester.
- xvi. For any reason, you are not able to meet the minimum attendance criteria or not complete the mandatory assignments / quiz / examinations in any semester, you are required to repeat the same semester as and when the next batch is organized. In such cases, rules and regulations governing academic programs at that time would be applicable. In addition, additional semesters fees are to be borne by you as prescribed by the University.
- xvii. At the end of each semester, the performance of each Scholar Trainee in a course, is specified as a letter grade which is obtained through a Relative Grading procedure
- xviii. Any Scholar trainee securing 3 or more cumulative fail grade at any point in time will be expelled from WILP Program.
- xix. The 8th semester of study is fully devoted for dissertation / project work
- xx. If a Scholar trainee's CGPA is less than 5.5, the Scholar trainee will not be permitted to register for the dissertation. He/she has to re-appear for exams and secure a CGPA of 5.5 before taking up the dissertation. Also, a Scholar trainee with an E grade in any course will not be permitted to register for the Dissertation
- xxi. Project / Dissertation work has to be carried out by each individual separately. Teamwork is not permitted.
- xxii. The dissertation has to be completed strictly as per the guidelines that are outlined by collaborating institution.
- xxiii. WILP Scholar trainees are expected to maintain decorum and discipline in line with Wipro's professional work culture and environment.
- xxiv. In cases where a Scholar trainee deviates from the expected behaviour as prescribed by the WILP and partnering institution from time to time , strict action will be taken and the decision of the WILP Team / faculty /, University would be final and binding.
- xxv. Breach of integrity will be dealt with sternly. Such Scholar trainees will be asked to discontinue their studies and also expelled from WILP program.
- xxvi. On successful completion of the study, you will be eligible to receive the M-Tech degree from the collaborating University, in recognition of your successfully completing the course.
- xxvii. All Scholar trainees of the WILP will be given testimonials at the end of the successful completion of the M-Tech degree program. The testimonial contains the timeline in the WILP and the kind of project works carried during this opportunity.

Mode of contact session, examination pattern and other academic program norms are subject to change based on the prevailing situation / University norms declared from time to time. Decision of the University would be final and binding.

## **8. Conflict of Interest:**

- i. During your enrolment period with the WILP, you will focus exclusively on the requirements of the program. In addition to your study and academic requirements, you are required to engage yourself exclusively in the work assigned by Wipro and shall not take up any independent or individual assignments (whether part time or full time, in an advisory capacity or otherwise) directly or indirectly without the express written consent of Head /

## Manager of WILP Academy

- ii. You shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any person who is involved in activities, which are or shall be in conflict with the interests of Wipro.
- iii. The Conflict of Interest Policy also refers to the need on your part, during your enrolment and for a period of one year from the cessation of your enrolment with WILP (irrespective of the circumstances of, or the reasons for, the cessation) not to solicit, induce or encourage:
  - a. Any student/scholar trainee of the WILP to abandon /withdraw their enrolment with the program or to accept enrolment and/or employment with any competitor, supplier or any customer with whom you have a connection.
  - b. Any employee of Wipro to terminate their employment with Wipro or to accept employment with any competitor, supplier or any customer with whom you have a connection.
  - c. Any customer or vendor of Wipro to move their existing business with Wipro to a third party or to terminate their business relationship with Wipro.
  - d. Any existing employee and/or student of WILP to become associated with, or perform services of any type for any third party.
- iv. In case of any conflict or doubt, please discuss the matter with Head / Manager of WILP, to understand Wipro's position on this and resolve the conflict.

## 9. Obligation and Responsibilities:

- i. During the study period you will be governed by the WILP regulations and instructions as may be modified, from time to time, in relation to conduct, discipline and other matters.
- ii. During your study as part of WILP, Company expects you to undergo study in the area in which you are placed, with a high standard of initiative and efficiency. This is critical and Company has zero tolerance towards any deviations.
- iii. You would not be allowed to seek membership of any local or public body without the written approval from the Head / Manager of WILP.
- iv. During the study period and thereafter, you would not be allowed to give out to anyone in writing or by word of mouth or otherwise, particulars or details of work - process, technical know-how, research carried out, security arrangements, or administrative and/or organizational matters of confidential or secret nature which you may come across during your academic study or become known to you by virtue of your undergoing study under WILP or otherwise.
- v. You are bound by all regulations, instructions and policies of the WILP and Wipro. These are updated / modified on a periodic basis and new policies may be introduced and notified to Scholar trainees from time to time and you will be bound to comply with the same.
- vi. In consideration of the opportunities, trainings and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by WILP/Wipro and in the course of your association with WILP. This covenant shall endure during your association and beyond the cessation of your association with WILP (irrespective of the circumstances of, or the reasons for, the cessation).
- vii. In connection with your association with Wipro as part of the WILP and during the term of your association upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business or academic session hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

During the period of academic study, if you develop or conceptualize inventions, ideas, concepts, discoveries, techniques and improvements (including without limitation computer software) solely or jointly with others in relation to the operation of the WILP / Wipro, such developments will be fully communicated to the WILP academy and will be the sole intellectual property of Wipro. You agree to cooperate in the execution of documents to facilitate the assignment of such intellectual property when required.

## 10. Confidentiality:

- i. In consideration of the opportunities, training and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by Wipro and in the course of your enrolment. This covenant shall endure during your enrolment and beyond the cessation of your enrolment with Wipro (irrespective of the circumstances of, or the reasons for, the cessation).
- ii. During your training on projects at Wipro, you will be expected not to use or disclose any confidential information, including trade secrets, of any former employer (if any) or other person with whom you have an obligation of confidentiality and by signing below you affirm that you have no conflicting obligations or non-compete agreements that would prevent you from working without limitation for Wipro.

## **11. Assignment of Intellectual Property**

In connection with your enrolment and during the term of your enrolment, upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

## **12. Posting**

During the initial study period, initially you would be made familiar with Wipro, but you may if needed be re-assigned or transferred to another division, department, establishment or new location where Wipro, has its office or operation and WILP classes are running in the particular location, in India, without enhancing the scholarship amount. On placement of this nature, you will also be governed by the disciplinary rules and regulations as applicable in that unit/branch. You may also be placed in any sister company of Wipro, for practical studies.

## **13. Misconduct:**

- i. In case you are charged with any misconduct or disciplinary issue during your study period, your enrolment with WILP may be temporarily placed on suspension without payment of scholarship amount, for such period as Wipro may deem fit. If the charges against you are proved to be true, your enrolment may be immediately cancelled, without any notice or payment of scholarship in lieu of notice notwithstanding any clause of this letter of enrolment. It is clarified that this clause is without prejudice to Wipro's rights to enforce the Training Agreement duly signed by you even after cancellation of your enrolment for whatever reasons as the case may be.
- ii. Notwithstanding the condition regarding written notice of termination and without prejudice to Wipro's right to enforce the Training agreement, Wipro shall have the right to terminate your academic study without any notice or payment of scholarship in lieu thereof, if any declaration given or information furnished by you to WILP/ Wipro is found to be false or if you are found to have willfully suppressed any material information.

**Please note that at any stage, whether during your selection process or upon enrolment with the WILP, if it is brought to our notice that you have indulged in malpractices or used illegal means to clear your online assessment, Wipro shall withdraw or revoke the enrolment and cancel the same with immediate effect and we reserve our rights to take suitable action against you as we may deem fit.**

## **14. Cancellation of Enrolment:**

Notwithstanding any of the clauses of this letter of enrolment, Company reserves the right at its sole discretion to cancel this enrolment during the study period without assigning any reason, by giving one month's (30 days) notice or one month's scholarship/stipend in lieu of notice.

## **15. Study Hours:**

- i. As a Scholar Trainee – Work Integrated Learning Program, you will be called upon to undergo studies during the hours and days as may be fixed by WILP from time to time as per the University requirements.
- ii. You would be assigned to any of the locations and any project work as part of your WILP as may be decided by the Company.
- iii. The full day lecture sessions will be held at any of Wipro's other establishments/outourced venue. You may also be called upon to attend academic study as and when required on holidays, as may be scheduled in accordance with the convenience of the organizing team of the WILP.
- iv. The university will plan contact classes in multiple format to suit the project work situations and university guidelines such as contact classes in ILT (instructor Led training) and / or VILT (virtual Instructor Led Training and Self-Directed / Recorded lecture sessions).

## 16. General:

- i. This letter of enrolment is subject to the condition that you have not provided us with any false declaration or wilfully suppressed any material information. If you have, you will be liable for cancellation of enrolment from the WILP without any prior notice.
- ii. The terms of this letter of enrolment may be specifically enforced legally, if required. In this connection, if any of the provisions of this letter are declared or found to be void or unenforceable due to any reason whatsoever, the remaining provisions of this letter shall continue in full force and effect.
- iii. These enrolment terms supersede and replace any existing agreement or understanding, if any, between Wipro and you relating to the same subject matter.
- iv. You warrant that you are not prevented by a court or by any other administrative or judicial order from enrolling under this agreement. In the event that you are not a citizen of the country of posting, you should have a valid work permit to work in the country of posting.
- v. During the period of enrolment you are required to comply with all policies of WILP and Wipro. These policies are updated / modified on a periodic basis and new policies may be introduced and notified to the Scholar Trainees from time to time. You agree to comply with all policies as modified from time to time.

## 17. On Completion/Cancellation of Academic Program:

- i. On Completion of the academic program or cancellation of your enrolment , as the case may be, you will immediately surrender to Wipro/ the Academy all specifications, formulae, documents, literature, drawings or records, etc. belonging to Wipro/ the Academy or relating to its business and shall not make or retain any copies of these items.
- ii. You are not eligible to receive testimonial certificate if you do not successfully complete the academic study in accordance with this letter of enrolment and the study scheme formulated by the Academy.
- iii. Wipro reserves the right to offer employment at its sole discretion to a Scholar trainee on successful and satisfactory completion of the academic study.

## 18. Acceptance of Enrolment Letter:

Upon accepting the above terms and conditions, you are required to return the duplicate of this letter of enrolment, duly signed by you as a token of your acceptance on the day of joining WILP program.

Please confirm that the above terms are acceptable to you and that you accept the enrolment by signing a copy of this letter of enrolment and submit the same on the date of joining.

## 19. Work Allocation:

As part of your work responsibilities, you may be assigned to work on certain projects/accounts or other assignments as may be deemed fit by the Company in its sole discretion. Refusal to accept and deliver on such assignments shall be treated as a refusal to work and may result in termination of your employment or other disciplinary action.

Yours sincerely,

For **Wipro Limited**,



**Aparna Shailen**  
**General Manager - Human Resources**

I have read, understood and agree to accept the enrolment on the terms and conditions herein.

I shall be present for the induction session on

## **ANNEXURE I**

### **CONFIRMATION ON SHARING PERSONAL INFORMATION (AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT, 2000)**

I Radheshyam Thakur, confirm that I am voluntarily sharing my Personal Information with Wipro Limited ('Wipro') being a part of WILP of Wipro for the following purposes:

- a. validating my application form and retaining records on the same for any future reference/verification;
- b. processing my application form including background verification checks;
- c. academic study related actions including record keeping, processing scholarship advance and benefits and any action required in the context of my enrolment with Wipro, being a part of WILP.

In this context, I also agree to the retention of such Personal Information by Wipro for any future reference/verification and authorize Wipro to transfer the same to a third party.

I understand that 'Personal Information' means any information, relating to me that is available with Wipro and is capable of identifying me."

## **ANNEXURE II**

I hereby confirm that I shall submit the required academic certificate including but not limited to mark sheet and Provisional or Convocation Degree Certificate within 3 months from my date of joining. I understand that my enrolment is subject to my aggregate meeting the Wipro eligibility criteria and submission of the above mentioned documents.

I hereby declare that all the particulars mentioned above are true to the best of my knowledge. In the event of my failure to submit the above mentioned documents or in case of any discrepancy, I shall be liable for termination of my enrolment with Wipro.

## **ANNEXURE – III**

### **INITIAL INDUCTION PROGRAM**

The Talent Transformation team at Wipro groom's campus selects to help them face the challenges of the corporate world.

A holistic 360 degree approach to training is adopted and helps them hone their fundamental computer skills followed by insights into Wipro businesses, process, technology and behavioural skills.

To understand and appreciate the mindset of the young Trainees and ensure that the transformation is smooth, the induction program is done by a team of dedicated professionals who have exposure to the academic and corporate sectors alike. Project Readiness Program (PRP) is a training program designed to address the basic learning needs of the Trainees.

#### **Corporate Readiness Program - CRP**

The CRP program is focused on making young Trainees comfortable in a corporate environment. This program starts with a corporate induction.

"EMERGE" a behavioural skills building training program ensures that the fresh Trainee start feeling at ease in the "corporate world". This activity based behavioural intervention informs the new entrants about the corporate work culture and business etiquette.

#### **Technology Readiness Program - TRP**

The technology training provides critical technical skills required to work on projects allocated to Trainees and prepare to face the demands of the project world. We begin doing this by familiarizing with Wipro's businesses and work environment.

The methodology of training is "Project Based Learning" (PBL) approach, the entire learning is designed around a series of projects that the recruits are expected to complete individually by learning and applying various topics required to complete the project. Starting with individual projects, the PBL approach ends with recruits working on a team project.

## **ANNEXURE – IV**

I have read and understood the terms of my enrolment letter. I agree and acknowledge that I am a Student/Scholar trainee with Wipro's WILP. I further undertake that I shall not represent to any person within Wipro or any other third

party that I am an employee of Wipro Ltd and I fully understand that such false representation shall entail severe disciplinary action including immediate cancellation of my enrolment.

### **Travel, Accommodation, Food & Other Miscellaneous Expenses**

#### **Travel**

- i. You would be entitled for Rs. 1500 from the date of appointment as a lump sum amount that will be credited with your first month stipend. You may utilize this amount towards Travel and you would not need to submit bills towards usage of this amount.
- ii. There is no provision for reimbursement/allowance towards any expenses incurred in lieu of attending training or classes at different locations in the same city.

#### **Accommodation, Food & other Miscellaneous Expenses**

- i. You would be entitled for Rs.400 per day for 8 days (total amount of Rs.3,200) from the date of joining. You may utilize this amount towards accommodation, food & other miscellaneous expenses. This would be paid as a lump sum amount that will be credited with your first month stipend and you would not need to submit bills towards usage of this amount.
- ii. If your posting location (the location where you would be based out of after training) is different from the training location (location where you undergo initial training), you would be entitled for the following:  
  
Settlement and Miscellaneous Expenses: Rs.1200 per day for 7 days (total amount of Rs. 8,400) from the date of reporting to the posting location. You may utilize this amount towards boarding, lodging, conveyance & other miscellaneous expenses.
- iii. Any location change after reporting to posting location will be treated as relocation/transfer and will be covered under the Transfer policy for Team Rainbow. For details you can refer the policy at myWipro-> My Policies -> India->My Travel>Transfer Policy-Team Rainbow.
- iv. Campus joiners would not be eligible for accommodation at the Wipro guest houses.

**Please note in the event that the employee leaves the organization within 6 months from the date of joining, all payments processed under Joining & Relocation Entitlements shall be recovered from the employee at the time of exit.**

**Skill Preferences 1 :** [DAAI -Cloud & Digital Database](#)

**Location Preferences 1 :** [Bangalore](#)

**Skill Preferences 2 :** [CEP-SAP-ABAP](#)

**Location Preferences 2 :** [Mysore](#)

**Skill Preferences 3 :** [Python App](#)

**Location Preferences 3 :** [Chennai](#)

☒ Accept ☐ Decline

☒ **Signature** [Radheshyam Thakur 25/1/2023 10:00 PM](#)  
(checking the checkbox above is equivalent to a handwritten signature)

Registered Office:

**Wipro Limited** T :+91 (80) 2844 0011

Doddakannelli F :+91 (80) 2844 0054

Sarjapur Road E :info@wipro.com

Bengaluru 560 035 W :wipro.com

India C :L32102KA1945PLC020800

26168298

**Name:** SANDEEP H S

**Designation:** Associate Engineer

**Band:** A3

**Work Location:** Bangalore

**Compensation and Benefits:**

|                            |                      |
|----------------------------|----------------------|
| <b>Total Targeted Cash</b> | <b>INR.550,000/-</b> |
|----------------------------|----------------------|

| <b>Breakup- Total Guaranteed Cash</b>  |                    |
|----------------------------------------|--------------------|
| <b>Components</b>                      | <b>Annual(INR)</b> |
| Basic                                  | 205,608            |
| House Rent Allowance                   | 133,646            |
| Provident Fund (Employer Contribution) | 24,673             |
| Flexi Benefit Plan*                    | 150,092            |
| <b>Total Guaranteed Compensation</b>   | <b>514,019</b>     |
| Annual Incentive Plan**                | 35,981             |
| <b>Total Targeted Cash</b>             | <b>550,000</b>     |

| <b>Other Benefits / Perquisites</b> |        |                                                                                                                                     |
|-------------------------------------|--------|-------------------------------------------------------------------------------------------------------------------------------------|
| Gratuity                            | 9,890  | As per the Gratuity Act. Since this is not a perquisite, either the title can be only other benefit, or we create one more category |
| Free Transportation                 | 72,000 | Not a Reimbursement                                                                                                                 |
| Medical Insurance, GAI and GTLI     | 27,000 | Not a Reimbursement – (Average Premium)                                                                                             |
| Certification Reimbursement         | 30,000 | Applicable as per the Policy                                                                                                        |

| *Flexi Benefit Plan components:<br>Total of all options selected can not exceed the total amount under the "Flex Benefit Plan" |                                                           |
|--------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------|
| Leave Travel Allowance                                                                                                         | Maximum up to Flexi benefit plan component                |
| Meal Card                                                                                                                      | INR 26,400.                                               |
| Superannuation                                                                                                                 | 15% of basic wages or Rs.1.5 lakhs p.a. whichever is less |
| Employee Gift                                                                                                                  | INR 4,999                                                 |
| National Pension Scheme(NPS)                                                                                                   | Maximum up to 10% of Basic Pay                            |

#### **\*\*Annual Incentive Plan:**

While there is no guaranteed minimum award, the Annual Incentive Plan for you will be 7% of your 'TGC'; the maximum incentive amount for you under the plan is 10.5% of your 'TGC'.

#### **Leave and Holidays:**

- All Purpose Leaves (APL): 25 days per calendar.
- National and Festival Holidays: 10 days

#### **Annual Health Checkup:**

- Employees are eligible for annual health check up every year sponsored by the company. The benefit is also extended for the dependents for a discounted rate

#### **Medical Insurance:**

- Coverage amount INR. 500,000/-
- Coverage Self + 5 Dependents (Dependents includes Spouse, two (2) children, Parents / Parents in Laws)
- Co-pay of 15% applicable for Parents / Parent in laws

#### **Group Accident Insurance (GAI):**

Coverage: 5 times of your Total Guaranteed Cash ("TGC") subject to the terms and conditions outlined in the policy.

#### **Group Term Life Insurance (GTLI):**

Coverage: 5 times of your Total Guaranteed Cash ("TGC") subject to the terms and conditions outlined in the policy.





## Welcome to Wipro's Work Integrated Learning Program ("WILP")

**Work Integrated Learning Programme**  
**Wipro Limited, Dodda Kannelli**  
**Sarjapur Road, Bengaluru - 560 035.**  
**Phone: (080) 28440011/12, Fax: (080) 28440256**

Dear SANDEEP M,

### **Sub: Enrolment letter to Wipro's Work Integrated Learning Program ("WILP") as Scholar Trainee – Work Integrated Learning Program**

Welcome to WILP!

With reference to your application, it is our pleasure to enroll you as a Scholar Trainee – Work Integrated Learning Program. This is a scholarship program customized as a robust academic and training program which will enable you to obtain M-Tech degree from one of the premier engineering institution / University in India.

The duration of the academic program shall be 48 months from the **date of enrolment to the academic program**. You will be enrolled into the academic program within 12 months from date of joining. Your date of joining will be intimated through a separate communication.

We hope you enjoy the learning with WILP and have an enriching experience being a part of Wipro Limited ("Wipro or "Company").

Please read through the terms and conditions of your enrolment as provided below.

We look forward to having a long and fruitful relationship with you at WILP, Wish you all the best!

Yours sincerely,  
For **Wipro Limited**,

**Aparna Shailen**  
**General Manager - Human Resources**

### **Endorsement**

I accept the enrolment and the terms and conditions thereof as specified below. I shall report for undergoing study on

### **Terms & Conditions of Scholarship**

#### **1. PROFILE:**

You have been selected to be a part of Wipro's WILP and are enrolled as a Scholar Trainee- Work Integrated Learning Program. Upon joining WILP, you will have to undergo a "Project Readiness Program" ('PRP') that prepares you to participate in projects at the Company as part of this learning program. This robust academic program will also enable you to obtain **M-Tech degree from one of the premier engineering Institution / University** upon successful completion of the course.

#### **2. DURATION:**

The duration of your academic program will be for a period of 48 months from the date of enrolment to the academic program. You will be enrolled into the academic program within 12 months from date of joining. Unless the Company extends the period of your study in writing, which is done solely at the discretion of the Company, your enrolment would automatically terminate at the end of the stated 48 months.

In case the Company extends the academic period (in writing) you will continue to be enrolled as a Scholar Trainee – Work Integrated Learning Program with WILP.

### 3. Appointment details:

We provide support to our global customers through various Company locations in India to suit customer requirements by operating 24x7. You would be operating from any of these locations and in any of the shifts, including night shift, as may be decided by the Company, keeping in mind the business needs and deliverables to customers.

### 4. Scholarship/Stipend and Benefits

During your period of enrolment, you would be entitled to a consolidated monthly scholarship.

Apart from the monthly scholarship, the Company will provide you with life & accidental insurance that would include a cover for you, the premium / cost will be taken care of by Wipro. This is a voluntary benefit offered by the Company and the details of the same are listed below.

- i. A Group Personal Accident Insurance (GPAI) coverage of **Rs.12,00,000/-**. You could also choose to get additional coverage for a nominal and highly negotiated premium. More details on the policy are available in My Policies section in myWipro, the HR portal at Wipro.
- ii. Group Life Insurance coverage of **Rs.14, 00,000/-**. This sum insured is inclusive of cover as per EDLI (Employee Deposit Linked Insurance). You can also get an extra coverage for a nominal and highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

In addition to the above, you are also eligible for medical insurance cover towards hospitalization.

You are eligible for a floater coverage of Rs.2,00,000/- per annum for family (self, spouse & children) towards hospitalization. There will be a deduction from your monthly scholarship/stipend depending on your marital/family status towards the base sum insured premium. 10% of the claim amount would need to be borne by the employee/Scholar trainee.

Base Medical insurance is to be availed by the employee as default. It is accounted for in deductions as a nominal monthly charge. Top-Up cover is voluntary and charged as applicable during renewal timelines.

If you wish to enhance the coverage, a top up cover option is also available for a highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

The below table lists down your scholarship details:

| Period      | Scholarship | ESI | Consolidated Scholarship (Rs. Per Month) |
|-------------|-------------|-----|------------------------------------------|
| First year  | 15000       | 488 | 15,488/- (*)                             |
| Second year | 17000       | 553 | 17,553/- (*)                             |
| Third year  | 19000       | 618 | 19,618/- (*)                             |
| Fourth year | 23000       | 0   | 23,000/- (*)                             |

(\*) You shall be responsible for payment of all statutory contributions, taxes, dues and levies as may be required under the relevant laws including contributions under Employees' State Insurance Corporation Act (**at 0.75% of your Scholarship**) as and when applicable to you. Such contributions, taxes, dues and levies where required, shall be deducted from your Scholarship and benefits according to applicable laws and regulations.

Your fourth-year scholarship will continue until completion of your M-Tech program. Your enrolment into the MTech academic program within 12 months from date of joining.

You shall be eligible to receive a onetime "joining bonus" of Rs.75,000 after you join Wipro along with your first month salary. All applicable taxes on the payment of this amount will be borne by you. Please note in the event you leave the organization within 12 months from the date of joining, payment processed under Joining bonus shall be recovered from the employee at the time of exit.

The enhancement of the scholarship at the end of each academic year of study will be at the discretion of the Company and subject to your satisfactory progress of study, acquisition of skills, behavior, regularity and punctuality in attendance. Your continued enrolment in the course, will be at the discretion of the Company, and is subject to satisfactory academic performance and other requirements as prescribed in the WILP portal.

In case your project performance at any stage is not found to be at par with the requirement of WILP, then you would be placed on performance improvement program (PIP). If you fail to successfully complete the PIP, the Company may at its sole discretion discontinue your enrolment in the WILP program.

#### **Book Allowance:**

A Book Allowance of Rs.1,250/- will be provided to you per semester. This allowance will be given every semester except the last semester when you will be engaged in dissertation. The allowance will be paid to you centrally along with your scholarship during the course of each semester. The allowance will be subject to tax. Book allowance is applicable and paid only when you are registered for the semester.

#### **5. Training Agreement:**

- i. This letter of enrolment is subject to the execution of a training agreement in the prescribed proforma with Wipro Limited, Sarjapur Road, Doddakannelli, Bengaluru-560035 on or before joining the program ("Training Agreement").
- ii. This Training agreement shall be for a total period of 60 Months where you will be mentored for developing your skills and knowledge. This included technical training, in various formats, both online and offline and practical experience in various projects. The Company invests on your behalf for the cost of these trainings. Should you discontinue the WILP program or your enrolment with WILP is cancelled for any reason whatsoever before the completion of 60 months from the date of joining, the training expenses of Rs.75,000/-(Rupees Seventy five thousand only) will have to be paid by you as detailed in the Training Agreement.

#### **6. PROJECT READINESS PROGRAM (PRP)**

Upon enrolment, you will have to undergo a Project Readiness Program (PRP) to prepare you to participate in projects. This is offered by Wipro's - Talent Transformation Department to all campus and off-campus selects. The broad objective of PRP is to equip you with the necessary knowledge and skills that will enable you to start working on real-life project work which is an integral part of the WILP.

#### **7. Regulations of Academic study:**

- i. You will be enrolled for M-Tech program with a renowned institution ("University") that collaborates with Wipro for WILP.
- ii. Course specialization includes but is not limited to Software Systems, Software Engineering, Information Technology, Computing Systems and Infrastructure Management, Data Analytics, IoT, Cloud, Digital & Cyber security, Embedded Systems.
- iii. Your specialization and enrolment would be decided based on prevailing business requirements and decision of the Company is final and binding.
- iv. You will not be able to change Specialization track after enrolment.
- v. Overall program duration is 4 years from date of enrolment of academic program.
- vi. As per the program structure, a WILP Scholar trainee will register and pursue 4 to 6 courses per semester over 7 semesters.
- vii. You will be required to submit a project work / dissertation in your final semester (8<sup>th</sup> semester of your program). This will enable you to advance your professional capabilities by applying concepts and techniques in projects.
- viii. Each course has multiple evaluation components. This includes an assignment component, quiz, mid-semester examination and comprehension examination. All evaluation components are mandatory for securing a pass grade in a course as prescribed by the partnering institution.

- ix. Contact classes are organized as per the handout and calendar prepared and shared by the University at the beginning of each semester. In the normal course, one session of 2 hours duration per course per contact class is organized.
- x. You will be called upon to undergo studies during the hours and days as may be fixed by the Company from time to time. Normally, the study hours would be from 9:00am to 6:00pm
- xi. The faculty will take attendance/circulate attendance sheets for every session. It is your responsibility to ensure that your attendances are recorded properly.
- xii. WILP Scholar trainees are expected to be on time for every session. Punctuality is non-negotiable and the faculty reserves the right to deny entry and attendance to late comers.
- xiii. Attending 75% of contact session is mandatory for each course to appear for examinations.
- xiv. Not attending classes for reasons like medical/on the job training /late coming/personal problems and other similar reasons would be treated as absenteeism.
- xv. Scholar trainees who fail to meet the minimum attendance criteria will not qualify for comprehension exams for any of the registered courses in that semester.
- xvi. For any reason, you are not able to meet the minimum attendance criteria or not complete the mandatory assignments / quiz / examinations in any semester, you are required to repeat the same semester as and when the next batch is organized. In such cases, rules and regulations governing academic programs at that time would be applicable. In addition, additional semesters fees are to be borne by you as prescribed by the University.
- xvii. At the end of each semester, the performance of each Scholar Trainee in a course, is specified as a letter grade which is obtained through a Relative Grading procedure
- xviii. Any Scholar trainee securing 3 or more cumulative fail grade at any point in time will be expelled from WILP Program.
- xix. The 8th semester of study is fully devoted for dissertation / project work
- xx. If a Scholar trainee's CGPA is less than 5.5, the Scholar trainee will not be permitted to register for the dissertation. He/she has to re-appear for exams and secure a CGPA of 5.5 before taking up the dissertation. Also, a Scholar trainee with an E grade in any course will not be permitted to register for the Dissertation
- xxi. Project / Dissertation work has to be carried out by each individual separately. Teamwork is not permitted.
- xxii. The dissertation has to be completed strictly as per the guidelines that are outlined by collaborating institution.
- xxiii. WILP Scholar trainees are expected to maintain decorum and discipline in line with Wipro's professional work culture and environment.
- xxiv. In cases where a Scholar trainee deviates from the expected behaviour as prescribed by the WILP and partnering institution from time to time , strict action will be taken and the decision of the WILP Team / faculty /, University would be final and binding.
- xxv. Breach of integrity will be dealt with sternly. Such Scholar trainees will be asked to discontinue their studies and also expelled from WILP program.
- xxvi. On successful completion of the study, you will be eligible to receive the M-Tech degree from the collaborating University, in recognition of your successfully completing the course.
- xxvii. All Scholar trainees of the WILP will be given testimonials at the end of the successful completion of the M-Tech degree program. The testimonial contains the timeline in the WILP and the kind of project works carried during this opportunity.

Mode of contact session, examination pattern and other academic program norms are subject to change based on the prevailing situation / University norms declared from time to time. Decision of the University would be final and binding.

## **8. Conflict of Interest:**

- i. During your enrolment period with the WILP, you will focus exclusively on the requirements of the program. In addition to your study and academic requirements, you are required to engage yourself exclusively in the work assigned by Wipro and shall not take up any independent or individual assignments (whether part time or full time, in an advisory capacity or otherwise) directly or indirectly without the express written consent of Head /

## Manager of WILP Academy

- ii. You shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any person who is involved in activities, which are or shall be in conflict with the interests of Wipro.
- iii. The Conflict of Interest Policy also refers to the need on your part, during your enrolment and for a period of one year from the cessation of your enrolment with WILP (irrespective of the circumstances of, or the reasons for, the cessation) not to solicit, induce or encourage:
  - a. Any student/scholar trainee of the WILP to abandon /withdraw their enrolment with the program or to accept enrolment and/or employment with any competitor, supplier or any customer with whom you have a connection.
  - b. Any employee of Wipro to terminate their employment with Wipro or to accept employment with any competitor, supplier or any customer with whom you have a connection.
  - c. Any customer or vendor of Wipro to move their existing business with Wipro to a third party or to terminate their business relationship with Wipro.
  - d. Any existing employee and/or student of WILP to become associated with, or perform services of any type for any third party.
- iv. In case of any conflict or doubt, please discuss the matter with Head / Manager of WILP, to understand Wipro's position on this and resolve the conflict.

## 9. Obligation and Responsibilities:

- i. During the study period you will be governed by the WILP regulations and instructions as may be modified, from time to time, in relation to conduct, discipline and other matters.
- ii. During your study as part of WILP, Company expects you to undergo study in the area in which you are placed, with a high standard of initiative and efficiency. This is critical and Company has zero tolerance towards any deviations.
- iii. You would not be allowed to seek membership of any local or public body without the written approval from the Head / Manager of WILP.
- iv. During the study period and thereafter, you would not be allowed to give out to anyone in writing or by word of mouth or otherwise, particulars or details of work - process, technical know-how, research carried out, security arrangements, or administrative and/or organizational matters of confidential or secret nature which you may come across during your academic study or become known to you by virtue of your undergoing study under WILP or otherwise.
- v. You are bound by all regulations, instructions and policies of the WILP and Wipro. These are updated / modified on a periodic basis and new policies may be introduced and notified to Scholar trainees from time to time and you will be bound to comply with the same.
- vi. In consideration of the opportunities, trainings and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by WILP/Wipro and in the course of your association with WILP. This covenant shall endure during your association and beyond the cessation of your association with WILP (irrespective of the circumstances of, or the reasons for, the cessation).
- vii. In connection with your association with Wipro as part of the WILP and during the term of your association upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business or academic session hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

During the period of academic study, if you develop or conceptualize inventions, ideas, concepts, discoveries, techniques and improvements (including without limitation computer software) solely or jointly with others in relation to the operation of the WILP / Wipro, such developments will be fully communicated to the WILP academy and will be the sole intellectual property of Wipro. You agree to cooperate in the execution of documents to facilitate the assignment of such intellectual property when required.

## 10. Confidentiality:

- i. In consideration of the opportunities, training and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by Wipro and in the course of your enrolment. This covenant shall endure during your enrolment and beyond the cessation of your enrolment with Wipro (irrespective of the circumstances of, or the reasons for, the cessation).
- ii. During your training on projects at Wipro, you will be expected not to use or disclose any confidential information, including trade secrets, of any former employer (if any) or other person with whom you have an obligation of confidentiality and by signing below you affirm that you have no conflicting obligations or non-compete agreements that would prevent you from working without limitation for Wipro.

## **11. Assignment of Intellectual Property**

In connection with your enrolment and during the term of your enrolment, upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

## **12. Posting**

During the initial study period, initially you would be made familiar with Wipro, but you may if needed be re-assigned or transferred to another division, department, establishment or new location where Wipro, has its office or operation and WILP classes are running in the particular location, in India, without enhancing the scholarship amount. On placement of this nature, you will also be governed by the disciplinary rules and regulations as applicable in that unit/branch. You may also be placed in any sister company of Wipro, for practical studies.

## **13. Misconduct:**

- i. In case you are charged with any misconduct or disciplinary issue during your study period, your enrolment with WILP may be temporarily placed on suspension without payment of scholarship amount, for such period as Wipro may deem fit. If the charges against you are proved to be true, your enrolment may be immediately cancelled, without any notice or payment of scholarship in lieu of notice notwithstanding any clause of this letter of enrolment. It is clarified that this clause is without prejudice to Wipro's rights to enforce the Training Agreement duly signed by you even after cancellation of your enrolment for whatever reasons as the case may be.
- ii. Notwithstanding the condition regarding written notice of termination and without prejudice to Wipro's right to enforce the Training agreement, Wipro shall have the right to terminate your academic study without any notice or payment of scholarship in lieu thereof, if any declaration given or information furnished by you to WILP/ Wipro is found to be false or if you are found to have willfully suppressed any material information.

**Please note that at any stage, whether during your selection process or upon enrolment with the WILP, if it is brought to our notice that you have indulged in malpractices or used illegal means to clear your online assessment, Wipro shall withdraw or revoke the enrolment and cancel the same with immediate effect and we reserve our rights to take suitable action against you as we may deem fit.**

## **14. Cancellation of Enrolment:**

Notwithstanding any of the clauses of this letter of enrolment, Company reserves the right at its sole discretion to cancel this enrolment during the study period without assigning any reason, by giving one months' (30 days) notice or one month's scholarship/stipend in lieu of notice.

## **15. Study Hours:**

- i. As a Scholar Trainee – Work Integrated Learning Program, you will be called upon to undergo studies during the hours and days as may be fixed by WILP from time to time as per the University requirements.
- ii. You would be assigned to any of the locations and any project work as part of your WILP as may be decided by the Company.
- iii. The full day lecture sessions will be held at any of Wipro's other establishments/outsourced venue. You may also be called upon to attend academic study as and when required on holidays, as may be scheduled in accordance with the convenience of the organizing team of the WILP.
- iv. The university will plan contact classes in multiple format to suit the project work situations and university guidelines such as contact classes in ILT (instructor Led training) and / or VILT (virtual Instructor Led Training and Self-Directed / Recorded lecture sessions).

## 16. General:

- i. This letter of enrolment is subject to the condition that you have not provided us with any false declaration or wilfully suppressed any material information. If you have, you will be liable for cancellation of enrolment from the WILP without any prior notice.
- ii. The terms of this letter of enrolment may be specifically enforced legally, if required. In this connection, if any of the provisions of this letter are declared or found to be void or unenforceable due to any reason whatsoever, the remaining provisions of this letter shall continue in full force and effect.
- iii. These enrolment terms supersede and replace any existing agreement or understanding, if any, between Wipro and you relating to the same subject matter.
- iv. You warrant that you are not prevented by a court or by any other administrative or judicial order from enrolling under this agreement. In the event that you are not a citizen of the country of posting, you should have a valid work permit to work in the country of posting.
- v. During the period of enrolment you are required to comply with all policies of WILP and Wipro. These policies are updated / modified on a periodic basis and new policies may be introduced and notified to the Scholar Trainees from time to time. You agree to comply with all policies as modified from time to time.

## 17. On Completion/Cancellation of Academic Program:

- i. On Completion of the academic program or cancellation of your enrolment , as the case may be, you will immediately surrender to Wipro/ the Academy all specifications, formulae, documents, literature, drawings or records, etc. belonging to Wipro/ the Academy or relating to its business and shall not make or retain any copies of these items.
- ii. You are not eligible to receive testimonial certificate if you do not successfully complete the academic study in accordance with this letter of enrolment and the study scheme formulated by the Academy.
- iii. Wipro reserves the right to offer employment at its sole discretion to a Scholar trainee on successful and satisfactory completion of the academic study.

## 18. Acceptance of Enrolment Letter:

Upon accepting the above terms and conditions, you are required to return the duplicate of this letter of enrolment, duly signed by you as a token of your acceptance on the day of joining WILP program.

Please confirm that the above terms are acceptable to you and that you accept the enrolment by signing a copy of this letter of enrolment and submit the same on the date of joining.

## 19. Work Allocation:

As part of your work responsibilities, you may be assigned to work on certain projects/accounts or other assignments as may be deemed fit by the Company in its sole discretion. Refusal to accept and deliver on such assignments shall be treated as a refusal to work and may result in termination of your employment or other disciplinary action.

Yours sincerely,

For **Wipro Limited**,



**Aparna Shailen**  
**General Manager - Human Resources**

I have read, understood and agree to accept the enrolment on the terms and conditions herein.

I shall be present for the induction session on

## **ANNEXURE I**

### **CONFIRMATION ON SHARING PERSONAL INFORMATION (AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT, 2000)**

I Radheshyam Thakur, confirm that I am voluntarily sharing my Personal Information with Wipro Limited ('Wipro') being a part of WILP of Wipro for the following purposes:

- a. validating my application form and retaining records on the same for any future reference/verification;
- b. processing my application form including background verification checks;
- c. academic study related actions including record keeping, processing scholarship advance and benefits and any action required in the context of my enrolment with Wipro, being a part of WILP.

In this context, I also agree to the retention of such Personal Information by Wipro for any future reference/verification and authorize Wipro to transfer the same to a third party.

I understand that 'Personal Information' means any information, relating to me that is available with Wipro and is capable of identifying me."

## **ANNEXURE II**

I hereby confirm that I shall submit the required academic certificate including but not limited to mark sheet and Provisional or Convocation Degree Certificate within 3 months from my date of joining. I understand that my enrolment is subject to my aggregate meeting the Wipro eligibility criteria and submission of the above mentioned documents.

I hereby declare that all the particulars mentioned above are true to the best of my knowledge. In the event of my failure to submit the above mentioned documents or in case of any discrepancy, I shall be liable for termination of my enrolment with Wipro.

## **ANNEXURE – III**

### **INITIAL INDUCTION PROGRAM**

The Talent Transformation team at Wipro groom's campus selects to help them face the challenges of the corporate world.

A holistic 360 degree approach to training is adopted and helps them hone their fundamental computer skills followed by insights into Wipro businesses, process, technology and behavioural skills.

To understand and appreciate the mindset of the young Trainees and ensure that the transformation is smooth, the induction program is done by a team of dedicated professionals who have exposure to the academic and corporate sectors alike. Project Readiness Program (PRP) is a training program designed to address the basic learning needs of the Trainees.

#### **Corporate Readiness Program - CRP**

The CRP program is focused on making young Trainees comfortable in a corporate environment. This program starts with a corporate induction.

"EMERGE" a behavioural skills building training program ensures that the fresh Trainee start feeling at ease in the "corporate world". This activity based behavioural intervention informs the new entrants about the corporate work culture and business etiquette.

#### **Technology Readiness Program - TRP**

The technology training provides critical technical skills required to work on projects allocated to Trainees and prepare to face the demands of the project world. We begin doing this by familiarizing with Wipro's businesses and work environment.

The methodology of training is "Project Based Learning" (PBL) approach, the entire learning is designed around a series of projects that the recruits are expected to complete individually by learning and applying various topics required to complete the project. Starting with individual projects, the PBL approach ends with recruits working on a team project.

## **ANNEXURE – IV**

I have read and understood the terms of my enrolment letter. I agree and acknowledge that I am a Student/Scholar trainee with Wipro's WILP. I further undertake that I shall not represent to any person within Wipro or any other third



party that I am an employee of Wipro Ltd and I fully understand that such false representation shall entail severe disciplinary action including immediate cancellation of my enrolment.

### **Travel, Accommodation, Food & Other Miscellaneous Expenses**

#### **Travel**

- i. You would be entitled for Rs. 1500 from the date of appointment as a lump sum amount that will be credited with your first month stipend. You may utilize this amount towards Travel and you would not need to submit bills towards usage of this amount.
- ii. There is no provision for reimbursement/allowance towards any expenses incurred in lieu of attending training or classes at different locations in the same city.

#### **Accommodation, Food & other Miscellaneous Expenses**

- i. You would be entitled for Rs.400 per day for 8 days (total amount of Rs.3,200) from the date of joining. You may utilize this amount towards accommodation, food & other miscellaneous expenses. This would be paid as a lump sum amount that will be credited with your first month stipend and you would not need to submit bills towards usage of this amount.
- ii. If your posting location (the location where you would be based out of after training) is different from the training location (location where you undergo initial training), you would be entitled for the following:  
  
Settlement and Miscellaneous Expenses: Rs.1200 per day for 7 days (total amount of Rs. 8,400) from the date of reporting to the posting location. You may utilize this amount towards boarding, lodging, conveyance & other miscellaneous expenses.
- iii. Any location change after reporting to posting location will be treated as relocation/transfer and will be covered under the Transfer policy for Team Rainbow. For details you can refer the policy at myWipro-> My Policies -> India->My Travel>Transfer Policy-Team Rainbow.
- iv. Campus joiners would not be eligible for accommodation at the Wipro guest houses.

**Please note in the event that the employee leaves the organization within 6 months from the date of joining, all payments processed under Joining & Relocation Entitlements shall be recovered from the employee at the time of exit.**

**Skill Preferences 1 :** [DAAI -Cloud & Digital Database](#)

**Location Preferences 1 :** [Bangalore](#)

**Skill Preferences 2 :** [CEP-SAP-ABAP](#)

**Location Preferences 2 :** [Mysore](#)

**Skill Preferences 3 :** [Python App](#)

**Location Preferences 3 :** [Chennai](#)

☒ Accept ☐ Decline

☒ **Signature** [Radheshyam Thakur 25/1/2023 10:00 PM](#)  
(checking the checkbox above is equivalent to a handwritten signature)

Registered Office:

**Wipro Limited** T :+91 (80) 2844 0011

Doddakannelli F :+91 (80) 2844 0054

Sarjapur Road E :info@wipro.com

Bengaluru 560 035 W :wipro.com

India C :L32102KA1945PLC020800

26168298



## Welcome to Wipro's Work Integrated Learning Program ("WILP")

**Work Integrated Learning Programme**  
**Wipro Limited, Dodda Kannelli**  
**Sarjapur Road, Bengaluru - 560 035.**  
**Phone: (080) 28440011/12, Fax: (080) 28440256**

Dear SANTOSH K C,

### **Sub: Enrolment letter to Wipro's Work Integrated Learning Program ("WILP") as Scholar Trainee – Work Integrated Learning Program**

Welcome to WILP!

With reference to your application, it is our pleasure to enroll you as a Scholar Trainee – Work Integrated Learning Program. This is a scholarship program customized as a robust academic and training program which will enable you to obtain M-Tech degree from one of the premier engineering institution / University in India.

The duration of the academic program shall be 48 months from the **date of enrolment to the academic program**. You will be enrolled into the academic program within 12 months from date of joining. Your date of joining will be intimated through a separate communication.

We hope you enjoy the learning with WILP and have an enriching experience being a part of Wipro Limited ("Wipro or "Company").

Please read through the terms and conditions of your enrolment as provided below.

We look forward to having a long and fruitful relationship with you at WILP, Wish you all the best!

Yours sincerely,  
For **Wipro Limited**,

**Aparna Shailen**  
**General Manager - Human Resources**

#### **Endorsement**

I accept the enrolment and the terms and conditions thereof as specified below. I shall report for undergoing study on

#### **Terms & Conditions of Scholarship**

##### **1. PROFILE:**

You have been selected to be a part of Wipro's WILP and are enrolled as a Scholar Trainee- Work Integrated Learning Program. Upon joining WILP, you will have to undergo a "Project Readiness Program" ('PRP') that prepares you to participate in projects at the Company as part of this learning program. This robust academic program will also enable you to obtain **M-Tech degree from one of the premier engineering Institution / University** upon successful completion of the course.

##### **2. DURATION:**

The duration of your academic program will be for a period of 48 months from the date of enrolment to the academic program. You will be enrolled into the academic program within 12 months from date of joining. Unless the Company extends the period of your study in writing, which is done solely at the discretion of the Company, your enrolment would automatically terminate at the end of the stated 48 months.

In case the Company extends the academic period (in writing) you will continue to be enrolled as a Scholar Trainee – Work Integrated Learning Program with WILP.

### 3. Appointment details:

We provide support to our global customers through various Company locations in India to suit customer requirements by operating 24x7. You would be operating from any of these locations and in any of the shifts, including night shift, as may be decided by the Company, keeping in mind the business needs and deliverables to customers.

### 4. Scholarship/Stipend and Benefits

During your period of enrolment, you would be entitled to a consolidated monthly scholarship.

Apart from the monthly scholarship, the Company will provide you with life & accidental insurance that would include a cover for you, the premium / cost will be taken care of by Wipro. This is a voluntary benefit offered by the Company and the details of the same are listed below.

- i. A Group Personal Accident Insurance (GPAI) coverage of **Rs.12,00,000/-**. You could also choose to get additional coverage for a nominal and highly negotiated premium. More details on the policy are available in My Policies section in myWipro, the HR portal at Wipro.
- ii. Group Life Insurance coverage of **Rs.14, 00,000/-**. This sum insured is inclusive of cover as per EDLI (Employee Deposit Linked Insurance). You can also get an extra coverage for a nominal and highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

In addition to the above, you are also eligible for medical insurance cover towards hospitalization.

You are eligible for a floater coverage of Rs.2,00,000/- per annum for family (self, spouse & children) towards hospitalization. There will be a deduction from your monthly scholarship/stipend depending on your marital/family status towards the base sum insured premium. 10% of the claim amount would need to be borne by the employee/Scholar trainee.

Base Medical insurance is to be availed by the employee as default. It is accounted for in deductions as a nominal monthly charge. Top-Up cover is voluntary and charged as applicable during renewal timelines.

If you wish to enhance the coverage, a top up cover option is also available for a highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

The below table lists down your scholarship details:

| Period      | Scholarship | ESI | Consolidated Scholarship (Rs. Per Month) |
|-------------|-------------|-----|------------------------------------------|
| First year  | 15000       | 488 | 15,488/- (*)                             |
| Second year | 17000       | 553 | 17,553/- (*)                             |
| Third year  | 19000       | 618 | 19,618/- (*)                             |
| Fourth year | 23000       | 0   | 23,000/- (*)                             |

(\*) You shall be responsible for payment of all statutory contributions, taxes, dues and levies as may be required under the relevant laws including contributions under Employees' State Insurance Corporation Act (**at 0.75% of your Scholarship**) as and when applicable to you. Such contributions, taxes, dues and levies where required, shall be deducted from your Scholarship and benefits according to applicable laws and regulations.

Your fourth-year scholarship will continue until completion of your M-Tech program. Your enrolment into the MTech academic program within 12 months from date of joining.

You shall be eligible to receive a onetime "joining bonus" of Rs.75,000 after you join Wipro along with your first month salary. All applicable taxes on the payment of this amount will be borne by you. Please note in the event you leave the organization within 12 months from the date of joining, payment processed under Joining bonus shall be recovered from the employee at the time of exit.

The enhancement of the scholarship at the end of each academic year of study will be at the discretion of the Company and subject to your satisfactory progress of study, acquisition of skills, behavior, regularity and punctuality in attendance. Your continued enrolment in the course, will be at the discretion of the Company, and is subject to satisfactory academic performance and other requirements as prescribed in the WILP portal.

In case your project performance at any stage is not found to be at par with the requirement of WILP, then you would be placed on performance improvement program (PIP). If you fail to successfully complete the PIP, the Company may at its sole discretion discontinue your enrolment in the WILP program.

#### **Book Allowance:**

A Book Allowance of Rs.1,250/- will be provided to you per semester. This allowance will be given every semester except the last semester when you will be engaged in dissertation. The allowance will be paid to you centrally along with your scholarship during the course of each semester. The allowance will be subject to tax. Book allowance is applicable and paid only when you are registered for the semester.

#### **5. Training Agreement:**

- i. This letter of enrolment is subject to the execution of a training agreement in the prescribed proforma with Wipro Limited, Sarjapur Road, Doddakannelli, Bengaluru-560035 on or before joining the program ("Training Agreement").
- ii. This Training agreement shall be for a total period of 60 Months where you will be mentored for developing your skills and knowledge. This included technical training, in various formats, both online and offline and practical experience in various projects. The Company invests on your behalf for the cost of these trainings. Should you discontinue the WILP program or your enrolment with WILP is cancelled for any reason whatsoever before the completion of 60 months from the date of joining, the training expenses of Rs.75,000/-(Rupees Seventy five thousand only) will have to be paid by you as detailed in the Training Agreement.

#### **6. PROJECT READINESS PROGRAM (PRP)**

Upon enrolment, you will have to undergo a Project Readiness Program (PRP) to prepare you to participate in projects. This is offered by Wipro's - Talent Transformation Department to all campus and off-campus selects. The broad objective of PRP is to equip you with the necessary knowledge and skills that will enable you to start working on real-life project work which is an integral part of the WILP.

#### **7. Regulations of Academic study:**

- i. You will be enrolled for M-Tech program with a renowned institution ("University") that collaborates with Wipro for WILP.
- ii. Course specialization includes but is not limited to Software Systems, Software Engineering, Information Technology, Computing Systems and Infrastructure Management, Data Analytics, IoT, Cloud, Digital & Cyber security, Embedded Systems.
- iii. Your specialization and enrolment would be decided based on prevailing business requirements and decision of the Company is final and binding.
- iv. You will not be able to change Specialization track after enrolment.
- v. Overall program duration is 4 years from date of enrolment of academic program.
- vi. As per the program structure, a WILP Scholar trainee will register and pursue 4 to 6 courses per semester over 7 semesters.
- vii. You will be required to submit a project work / dissertation in your final semester (8<sup>th</sup> semester of your program). This will enable you to advance your professional capabilities by applying concepts and techniques in projects.
- viii. Each course has multiple evaluation components. This includes an assignment component, quiz, mid-semester examination and comprehension examination. All evaluation components are mandatory for securing a pass grade in a course as prescribed by the partnering institution.

- ix. Contact classes are organized as per the handout and calendar prepared and shared by the University at the beginning of each semester. In the normal course, one session of 2 hours duration per course per contact class is organized.
- x. You will be called upon to undergo studies during the hours and days as may be fixed by the Company from time to time. Normally, the study hours would be from 9:00am to 6:00pm
- xi. The faculty will take attendance/circulate attendance sheets for every session. It is your responsibility to ensure that your attendances are recorded properly.
- xii. WILP Scholar trainees are expected to be on time for every session. Punctuality is non-negotiable and the faculty reserves the right to deny entry and attendance to late comers.
- xiii. Attending 75% of contact session is mandatory for each course to appear for examinations.
- xiv. Not attending classes for reasons like medical/on the job training /late coming/personal problems and other similar reasons would be treated as absenteeism.
- xv. Scholar trainees who fail to meet the minimum attendance criteria will not qualify for comprehension exams for any of the registered courses in that semester.
- xvi. For any reason, you are not able to meet the minimum attendance criteria or not complete the mandatory assignments / quiz / examinations in any semester, you are required to repeat the same semester as and when the next batch is organized. In such cases, rules and regulations governing academic programs at that time would be applicable. In addition, additional semesters fees are to be borne by you as prescribed by the University.
- xvii. At the end of each semester, the performance of each Scholar Trainee in a course, is specified as a letter grade which is obtained through a Relative Grading procedure
- xviii. Any Scholar trainee securing 3 or more cumulative fail grade at any point in time will be expelled from WILP Program.
- xix. The 8th semester of study is fully devoted for dissertation / project work
- xx. If a Scholar trainee's CGPA is less than 5.5, the Scholar trainee will not be permitted to register for the dissertation. He/she has to re-appear for exams and secure a CGPA of 5.5 before taking up the dissertation. Also, a Scholar trainee with an E grade in any course will not be permitted to register for the Dissertation
- xxi. Project / Dissertation work has to be carried out by each individual separately. Teamwork is not permitted.
- xxii. The dissertation has to be completed strictly as per the guidelines that are outlined by collaborating institution.
- xxiii. WILP Scholar trainees are expected to maintain decorum and discipline in line with Wipro's professional work culture and environment.
- xxiv. In cases where a Scholar trainee deviates from the expected behaviour as prescribed by the WILP and partnering institution from time to time , strict action will be taken and the decision of the WILP Team / faculty /, University would be final and binding.
- xxv. Breach of integrity will be dealt with sternly. Such Scholar trainees will be asked to discontinue their studies and also expelled from WILP program.
- xxvi. On successful completion of the study, you will be eligible to receive the M-Tech degree from the collaborating University, in recognition of your successfully completing the course.
- xxvii. All Scholar trainees of the WILP will be given testimonials at the end of the successful completion of the M-Tech degree program. The testimonial contains the timeline in the WILP and the kind of project works carried during this opportunity.

Mode of contact session, examination pattern and other academic program norms are subject to change based on the prevailing situation / University norms declared from time to time. Decision of the University would be final and binding.

## **8. Conflict of Interest:**

- i. During your enrolment period with the WILP, you will focus exclusively on the requirements of the program. In addition to your study and academic requirements, you are required to engage yourself exclusively in the work assigned by Wipro and shall not take up any independent or individual assignments (whether part time or full time, in an advisory capacity or otherwise) directly or indirectly without the express written consent of Head /

## Manager of WILP Academy

- ii. You shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any person who is involved in activities, which are or shall be in conflict with the interests of Wipro.
- iii. The Conflict of Interest Policy also refers to the need on your part, during your enrolment and for a period of one year from the cessation of your enrolment with WILP (irrespective of the circumstances of, or the reasons for, the cessation) not to solicit, induce or encourage:
  - a. Any student/scholar trainee of the WILP to abandon /withdraw their enrolment with the program or to accept enrolment and/or employment with any competitor, supplier or any customer with whom you have a connection.
  - b. Any employee of Wipro to terminate their employment with Wipro or to accept employment with any competitor, supplier or any customer with whom you have a connection.
  - c. Any customer or vendor of Wipro to move their existing business with Wipro to a third party or to terminate their business relationship with Wipro.
  - d. Any existing employee and/or student of WILP to become associated with, or perform services of any type for any third party.
- iv. In case of any conflict or doubt, please discuss the matter with Head / Manager of WILP, to understand Wipro's position on this and resolve the conflict.

## 9. Obligation and Responsibilities:

- i. During the study period you will be governed by the WILP regulations and instructions as may be modified, from time to time, in relation to conduct, discipline and other matters.
- ii. During your study as part of WILP, Company expects you to undergo study in the area in which you are placed, with a high standard of initiative and efficiency. This is critical and Company has zero tolerance towards any deviations.
- iii. You would not be allowed to seek membership of any local or public body without the written approval from the Head / Manager of WILP.
- iv. During the study period and thereafter, you would not be allowed to give out to anyone in writing or by word of mouth or otherwise, particulars or details of work - process, technical know-how, research carried out, security arrangements, or administrative and/or organizational matters of confidential or secret nature which you may come across during your academic study or become known to you by virtue of your undergoing study under WILP or otherwise.
- v. You are bound by all regulations, instructions and policies of the WILP and Wipro. These are updated / modified on a periodic basis and new policies may be introduced and notified to Scholar trainees from time to time and you will be bound to comply with the same.
- vi. In consideration of the opportunities, trainings and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by WILP/Wipro and in the course of your association with WILP. This covenant shall endure during your association and beyond the cessation of your association with WILP (irrespective of the circumstances of, or the reasons for, the cessation).
- vii. In connection with your association with Wipro as part of the WILP and during the term of your association upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business or academic session hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

During the period of academic study, if you develop or conceptualize inventions, ideas, concepts, discoveries, techniques and improvements (including without limitation computer software) solely or jointly with others in relation to the operation of the WILP / Wipro, such developments will be fully communicated to the WILP academy and will be the sole intellectual property of Wipro. You agree to cooperate in the execution of documents to facilitate the assignment of such intellectual property when required.

## 10. Confidentiality:

- i. In consideration of the opportunities, training and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by Wipro and in the course of your enrolment. This covenant shall endure during your enrolment and beyond the cessation of your enrolment with Wipro (irrespective of the circumstances of, or the reasons for, the cessation).
- ii. During your training on projects at Wipro, you will be expected not to use or disclose any confidential information, including trade secrets, of any former employer (if any) or other person with whom you have an obligation of confidentiality and by signing below you affirm that you have no conflicting obligations or non-compete agreements that would prevent you from working without limitation for Wipro.

## **11. Assignment of Intellectual Property**

In connection with your enrolment and during the term of your enrolment, upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

## **12. Posting**

During the initial study period, initially you would be made familiar with Wipro, but you may if needed be re-assigned or transferred to another division, department, establishment or new location where Wipro, has its office or operation and WILP classes are running in the particular location, in India, without enhancing the scholarship amount. On placement of this nature, you will also be governed by the disciplinary rules and regulations as applicable in that unit/branch. You may also be placed in any sister company of Wipro, for practical studies.

## **13. Misconduct:**

- i. In case you are charged with any misconduct or disciplinary issue during your study period, your enrolment with WILP may be temporarily placed on suspension without payment of scholarship amount, for such period as Wipro may deem fit. If the charges against you are proved to be true, your enrolment may be immediately cancelled, without any notice or payment of scholarship in lieu of notice notwithstanding any clause of this letter of enrolment. It is clarified that this clause is without prejudice to Wipro's rights to enforce the Training Agreement duly signed by you even after cancellation of your enrolment for whatever reasons as the case may be.
- ii. Notwithstanding the condition regarding written notice of termination and without prejudice to Wipro's right to enforce the Training agreement, Wipro shall have the right to terminate your academic study without any notice or payment of scholarship in lieu thereof, if any declaration given or information furnished by you to WILP/ Wipro is found to be false or if you are found to have willfully suppressed any material information.

**Please note that at any stage, whether during your selection process or upon enrolment with the WILP, if it is brought to our notice that you have indulged in malpractices or used illegal means to clear your online assessment, Wipro shall withdraw or revoke the enrolment and cancel the same with immediate effect and we reserve our rights to take suitable action against you as we may deem fit.**

## **14. Cancellation of Enrolment:**

Notwithstanding any of the clauses of this letter of enrolment, Company reserves the right at its sole discretion to cancel this enrolment during the study period without assigning any reason, by giving one month's (30 days) notice or one month's scholarship/stipend in lieu of notice.

## **15. Study Hours:**

- i. As a Scholar Trainee – Work Integrated Learning Program, you will be called upon to undergo studies during the hours and days as may be fixed by WILP from time to time as per the University requirements.
- ii. You would be assigned to any of the locations and any project work as part of your WILP as may be decided by the Company.
- iii. The full day lecture sessions will be held at any of Wipro's other establishments/outsourced venue. You may also be called upon to attend academic study as and when required on holidays, as may be scheduled in accordance with the convenience of the organizing team of the WILP.
- iv. The university will plan contact classes in multiple format to suit the project work situations and university guidelines such as contact classes in ILT (instructor Led training) and / or VILT (virtual Instructor Led Training and Self-Directed / Recorded lecture sessions).

## 16. General:

- i. This letter of enrolment is subject to the condition that you have not provided us with any false declaration or wilfully suppressed any material information. If you have, you will be liable for cancellation of enrolment from the WILP without any prior notice.
- ii. The terms of this letter of enrolment may be specifically enforced legally, if required. In this connection, if any of the provisions of this letter are declared or found to be void or unenforceable due to any reason whatsoever, the remaining provisions of this letter shall continue in full force and effect.
- iii. These enrolment terms supersede and replace any existing agreement or understanding, if any, between Wipro and you relating to the same subject matter.
- iv. You warrant that you are not prevented by a court or by any other administrative or judicial order from enrolling under this agreement. In the event that you are not a citizen of the country of posting, you should have a valid work permit to work in the country of posting.
- v. During the period of enrolment you are required to comply with all policies of WILP and Wipro. These policies are updated / modified on a periodic basis and new policies may be introduced and notified to the Scholar Trainees from time to time. You agree to comply with all policies as modified from time to time.

## 17. On Completion/Cancellation of Academic Program:

- i. On Completion of the academic program or cancellation of your enrolment, as the case may be, you will immediately surrender to Wipro/ the Academy all specifications, formulae, documents, literature, drawings or records, etc. belonging to Wipro/ the Academy or relating to its business and shall not make or retain any copies of these items.
- ii. You are not eligible to receive testimonial certificate if you do not successfully complete the academic study in accordance with this letter of enrolment and the study scheme formulated by the Academy.
- iii. Wipro reserves the right to offer employment at its sole discretion to a Scholar trainee on successful and satisfactory completion of the academic study.

## 18. Acceptance of Enrolment Letter:

Upon accepting the above terms and conditions, you are required to return the duplicate of this letter of enrolment, duly signed by you as a token of your acceptance on the day of joining WILP program.

Please confirm that the above terms are acceptable to you and that you accept the enrolment by signing a copy of this letter of enrolment and submit the same on the date of joining.

## 19. Work Allocation:

As part of your work responsibilities, you may be assigned to work on certain projects/accounts or other assignments as may be deemed fit by the Company in its sole discretion. Refusal to accept and deliver on such assignments shall be treated as a refusal to work and may result in termination of your employment or other disciplinary action.

Yours sincerely,

For **Wipro Limited**,



**Aparna Shailen**  
**General Manager - Human Resources**

I have read, understood and agree to accept the enrolment on the terms and conditions herein.

I shall be present for the induction session on



## **ANNEXURE I**

### **CONFIRMATION ON SHARING PERSONAL INFORMATION (AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT, 2000)**

I Radheshyam Thakur, confirm that I am voluntarily sharing my Personal Information with Wipro Limited ('Wipro') being a part of WILP of Wipro for the following purposes:

- a. validating my application form and retaining records on the same for any future reference/verification;
- b. processing my application form including background verification checks;
- c. academic study related actions including record keeping, processing scholarship advance and benefits and any action required in the context of my enrolment with Wipro, being a part of WILP.

In this context, I also agree to the retention of such Personal Information by Wipro for any future reference/verification and authorize Wipro to transfer the same to a third party.

I understand that 'Personal Information' means any information, relating to me that is available with Wipro and is capable of identifying me."

## **ANNEXURE II**

I hereby confirm that I shall submit the required academic certificate including but not limited to mark sheet and Provisional or Convocation Degree Certificate within 3 months from my date of joining. I understand that my enrolment is subject to my aggregate meeting the Wipro eligibility criteria and submission of the above mentioned documents.

I hereby declare that all the particulars mentioned above are true to the best of my knowledge. In the event of my failure to submit the above mentioned documents or in case of any discrepancy, I shall be liable for termination of my enrolment with Wipro.

## **ANNEXURE – III**

### **INITIAL INDUCTION PROGRAM**

The Talent Transformation team at Wipro groom's campus selects to help them face the challenges of the corporate world.

A holistic 360 degree approach to training is adopted and helps them hone their fundamental computer skills followed by insights into Wipro businesses, process, technology and behavioural skills.

To understand and appreciate the mindset of the young Trainees and ensure that the transformation is smooth, the induction program is done by a team of dedicated professionals who have exposure to the academic and corporate sectors alike. Project Readiness Program (PRP) is a training program designed to address the basic learning needs of the Trainees.

#### **Corporate Readiness Program - CRP**

The CRP program is focused on making young Trainees comfortable in a corporate environment. This program starts with a corporate induction.

"EMERGE" a behavioural skills building training program ensures that the fresh Trainee start feeling at ease in the "corporate world". This activity based behavioural intervention informs the new entrants about the corporate work culture and business etiquette.

#### **Technology Readiness Program - TRP**

The technology training provides critical technical skills required to work on projects allocated to Trainees and prepare to face the demands of the project world. We begin doing this by familiarizing with Wipro's businesses and work environment.

The methodology of training is "Project Based Learning" (PBL) approach, the entire learning is designed around a series of projects that the recruits are expected to complete individually by learning and applying various topics required to complete the project. Starting with individual projects, the PBL approach ends with recruits working on a team project.

## **ANNEXURE – IV**

I have read and understood the terms of my enrolment letter. I agree and acknowledge that I am a Student/Scholar trainee with Wipro's WILP. I further undertake that I shall not represent to any person within Wipro or any other third

party that I am an employee of Wipro Ltd and I fully understand that such false representation shall entail severe disciplinary action including immediate cancellation of my enrolment.

### **Travel, Accommodation, Food & Other Miscellaneous Expenses**

#### **Travel**

- i. You would be entitled for Rs. 1500 from the date of appointment as a lump sum amount that will be credited with your first month stipend. You may utilize this amount towards Travel and you would not need to submit bills towards usage of this amount.
- ii. There is no provision for reimbursement/allowance towards any expenses incurred in lieu of attending training or classes at different locations in the same city.

#### **Accommodation, Food & other Miscellaneous Expenses**

- i. You would be entitled for Rs.400 per day for 8 days (total amount of Rs.3,200) from the date of joining. You may utilize this amount towards accommodation, food & other miscellaneous expenses. This would be paid as a lump sum amount that will be credited with your first month stipend and you would not need to submit bills towards usage of this amount.
- ii. If your posting location (the location where you would be based out of after training) is different from the training location (location where you undergo initial training), you would be entitled for the following:  
  
Settlement and Miscellaneous Expenses: Rs.1200 per day for 7 days (total amount of Rs. 8,400) from the date of reporting to the posting location. You may utilize this amount towards boarding, lodging, conveyance & other miscellaneous expenses.
- iii. Any location change after reporting to posting location will be treated as relocation/transfer and will be covered under the Transfer policy for Team Rainbow. For details you can refer the policy at myWipro-> My Policies -> India->My Travel>Transfer Policy-Team Rainbow.
- iv. Campus joiners would not be eligible for accommodation at the Wipro guest houses.

**Please note in the event that the employee leaves the organization within 6 months from the date of joining, all payments processed under Joining & Relocation Entitlements shall be recovered from the employee at the time of exit.**

**Skill Preferences 1 :** [DAAI -Cloud & Digital Database](#)

**Location Preferences 1 :** [Bangalore](#)

**Skill Preferences 2 :** [CEP-SAP-ABAP](#)

**Location Preferences 2 :** [Mysore](#)

**Skill Preferences 3 :** [Python App](#)

**Location Preferences 3 :** [Chennai](#)

☒ Accept ☐ Decline

☒ **Signature** [Radheshyam Thakur 25/1/2023 10:00 PM](#)  
(checking the checkbox above is equivalent to a handwritten signature)

Registered Office:

**Wipro Limited** T :+91 (80) 2844 0011

Doddakannelli F :+91 (80) 2844 0054

Sarjapur Road E :info@wipro.com

Bengaluru 560 035 W :wipro.com

India C :L32102KA1945PLC020800

26168298



## Welcome to Wipro's Work Integrated Learning Program ("WILP")

**Work Integrated Learning Programme**  
**Wipro Limited, Dodda Kannelli**  
**Sarjapur Road, Bengaluru - 560 035.**  
**Phone: (080) 28440011/12, Fax: (080) 28440256**

Dear SAQLAIN MUSTAQ S,

### **Sub: Enrolment letter to Wipro's Work Integrated Learning Program ("WILP") as Scholar Trainee – Work Integrated Learning Program**

Welcome to WILP!

With reference to your application, it is our pleasure to enroll you as a Scholar Trainee – Work Integrated Learning Program. This is a scholarship program customized as a robust academic and training program which will enable you to obtain M-Tech degree from one of the premier engineering institution / University in India.

The duration of the academic program shall be 48 months from the **date of enrolment to the academic program**. You will be enrolled into the academic program within 12 months from date of joining. Your date of joining will be intimated through a separate communication.

We hope you enjoy the learning with WILP and have an enriching experience being a part of Wipro Limited ("Wipro or "Company").

Please read through the terms and conditions of your enrolment as provided below.

We look forward to having a long and fruitful relationship with you at WILP, Wish you all the best!

Yours sincerely,  
For **Wipro Limited**,

**Aparna Shailen**  
**General Manager - Human Resources**

### **Endorsement**

I accept the enrolment and the terms and conditions thereof as specified below. I shall report for undergoing study on

### **Terms & Conditions of Scholarship**

#### **1. PROFILE:**

You have been selected to be a part of Wipro's WILP and are enrolled as a Scholar Trainee- Work Integrated Learning Program. Upon joining WILP, you will have to undergo a "Project Readiness Program" ('PRP') that prepares you to participate in projects at the Company as part of this learning program. This robust academic program will also enable you to obtain **M-Tech degree from one of the premier engineering Institution / University** upon successful completion of the course.

#### **2. DURATION:**

The duration of your academic program will be for a period of 48 months from the date of enrolment to the academic program. You will be enrolled into the academic program within 12 months from date of joining. Unless the Company extends the period of your study in writing, which is done solely at the discretion of the Company, your enrolment would automatically terminate at the end of the stated 48 months.

In case the Company extends the academic period (in writing) you will continue to be enrolled as a Scholar Trainee – Work Integrated Learning Program with WILP.

### 3. Appointment details:

We provide support to our global customers through various Company locations in India to suit customer requirements by operating 24x7. You would be operating from any of these locations and in any of the shifts, including night shift, as may be decided by the Company, keeping in mind the business needs and deliverables to customers.

### 4. Scholarship/Stipend and Benefits

During your period of enrolment, you would be entitled to a consolidated monthly scholarship.

Apart from the monthly scholarship, the Company will provide you with life & accidental insurance that would include a cover for you, the premium / cost will be taken care of by Wipro. This is a voluntary benefit offered by the Company and the details of the same are listed below.

- i. A Group Personal Accident Insurance (GPAI) coverage of **Rs.12,00,000/-**. You could also choose to get additional coverage for a nominal and highly negotiated premium. More details on the policy are available in My Policies section in myWipro, the HR portal at Wipro.
- ii. Group Life Insurance coverage of **Rs.14, 00,000/-**. This sum insured is inclusive of cover as per EDLI (Employee Deposit Linked Insurance). You can also get an extra coverage for a nominal and highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

In addition to the above, you are also eligible for medical insurance cover towards hospitalization.

You are eligible for a floater coverage of Rs.2,00,000/- per annum for family (self, spouse & children) towards hospitalization. There will be a deduction from your monthly scholarship/stipend depending on your marital/family status towards the base sum insured premium. 10% of the claim amount would need to be borne by the employee/Scholar trainee.

Base Medical insurance is to be availed by the employee as default. It is accounted for in deductions as a nominal monthly charge. Top-Up cover is voluntary and charged as applicable during renewal timelines.

If you wish to enhance the coverage, a top up cover option is also available for a highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

The below table lists down your scholarship details:

| Period      | Scholarship | ESI | Consolidated Scholarship (Rs. Per Month) |
|-------------|-------------|-----|------------------------------------------|
| First year  | 15000       | 488 | 15,488/- (*)                             |
| Second year | 17000       | 553 | 17,553/- (*)                             |
| Third year  | 19000       | 618 | 19,618/- (*)                             |
| Fourth year | 23000       | 0   | 23,000/- (*)                             |

(\*) You shall be responsible for payment of all statutory contributions, taxes, dues and levies as may be required under the relevant laws including contributions under Employees' State Insurance Corporation Act (**at 0.75% of your Scholarship**) as and when applicable to you. Such contributions, taxes, dues and levies where required, shall be deducted from your Scholarship and benefits according to applicable laws and regulations.

Your fourth-year scholarship will continue until completion of your M-Tech program. Your enrolment into the MTech academic program within 12 months from date of joining.

You shall be eligible to receive a onetime "joining bonus" of Rs.75,000 after you join Wipro along with your first month salary. All applicable taxes on the payment of this amount will be borne by you. Please note in the event you leave the organization within 12 months from the date of joining, payment processed under Joining bonus shall be recovered from the employee at the time of exit.

The enhancement of the scholarship at the end of each academic year of study will be at the discretion of the Company and subject to your satisfactory progress of study, acquisition of skills, behavior, regularity and punctuality in attendance. Your continued enrolment in the course, will be at the discretion of the Company, and is subject to satisfactory academic performance and other requirements as prescribed in the WILP portal.

In case your project performance at any stage is not found to be at par with the requirement of WILP, then you would be placed on performance improvement program (PIP). If you fail to successfully complete the PIP, the Company may at its sole discretion discontinue your enrolment in the WILP program.

#### **Book Allowance:**

A Book Allowance of Rs.1,250/- will be provided to you per semester. This allowance will be given every semester except the last semester when you will be engaged in dissertation. The allowance will be paid to you centrally along with your scholarship during the course of each semester. The allowance will be subject to tax. Book allowance is applicable and paid only when you are registered for the semester.

#### **5. Training Agreement:**

- i. This letter of enrolment is subject to the execution of a training agreement in the prescribed proforma with Wipro Limited, Sarjapur Road, Doddakannelli, Bengaluru-560035 on or before joining the program ("Training Agreement").
- ii. This Training agreement shall be for a total period of 60 Months where you will be mentored for developing your skills and knowledge. This included technical training, in various formats, both online and offline and practical experience in various projects. The Company invests on your behalf for the cost of these trainings. Should you discontinue the WILP program or your enrolment with WILP is cancelled for any reason whatsoever before the completion of 60 months from the date of joining, the training expenses of Rs.75,000/-(Rupees Seventy five thousand only) will have to be paid by you as detailed in the Training Agreement.

#### **6. PROJECT READINESS PROGRAM (PRP)**

Upon enrolment, you will have to undergo a Project Readiness Program (PRP) to prepare you to participate in projects. This is offered by Wipro's - Talent Transformation Department to all campus and off-campus selects. The broad objective of PRP is to equip you with the necessary knowledge and skills that will enable you to start working on real-life project work which is an integral part of the WILP.

#### **7. Regulations of Academic study:**

- i. You will be enrolled for M-Tech program with a renowned institution ("University") that collaborates with Wipro for WILP.
- ii. Course specialization includes but is not limited to Software Systems, Software Engineering, Information Technology, Computing Systems and Infrastructure Management, Data Analytics, IoT, Cloud, Digital & Cyber security, Embedded Systems.
- iii. Your specialization and enrolment would be decided based on prevailing business requirements and decision of the Company is final and binding.
- iv. You will not be able to change Specialization track after enrolment.
- v. Overall program duration is 4 years from date of enrolment of academic program.
- vi. As per the program structure, a WILP Scholar trainee will register and pursue 4 to 6 courses per semester over 7 semesters.
- vii. You will be required to submit a project work / dissertation in your final semester (8<sup>th</sup> semester of your program). This will enable you to advance your professional capabilities by applying concepts and techniques in projects.
- viii. Each course has multiple evaluation components. This includes an assignment component, quiz, mid-semester examination and comprehension examination. All evaluation components are mandatory for securing a pass grade in a course as prescribed by the partnering institution.

- ix. Contact classes are organized as per the handout and calendar prepared and shared by the University at the beginning of each semester. In the normal course, one session of 2 hours duration per course per contact class is organized.
- x. You will be called upon to undergo studies during the hours and days as may be fixed by the Company from time to time. Normally, the study hours would be from 9:00am to 6:00pm
- xi. The faculty will take attendance/circulate attendance sheets for every session. It is your responsibility to ensure that your attendances are recorded properly.
- xii. WILP Scholar trainees are expected to be on time for every session. Punctuality is non-negotiable and the faculty reserves the right to deny entry and attendance to late comers.
- xiii. Attending 75% of contact session is mandatory for each course to appear for examinations.
- xiv. Not attending classes for reasons like medical/on the job training /late coming/personal problems and other similar reasons would be treated as absenteeism.
- xv. Scholar trainees who fail to meet the minimum attendance criteria will not qualify for comprehension exams for any of the registered courses in that semester.
- xvi. For any reason, you are not able to meet the minimum attendance criteria or not complete the mandatory assignments / quiz / examinations in any semester, you are required to repeat the same semester as and when the next batch is organized. In such cases, rules and regulations governing academic programs at that time would be applicable. In addition, additional semesters fees are to be borne by you as prescribed by the University.
- xvii. At the end of each semester, the performance of each Scholar Trainee in a course, is specified as a letter grade which is obtained through a Relative Grading procedure
- xviii. Any Scholar trainee securing 3 or more cumulative fail grade at any point in time will be expelled from WILP Program.
- xix. The 8th semester of study is fully devoted for dissertation / project work
- xx. If a Scholar trainee's CGPA is less than 5.5, the Scholar trainee will not be permitted to register for the dissertation. He/she has to re-appear for exams and secure a CGPA of 5.5 before taking up the dissertation. Also, a Scholar trainee with an E grade in any course will not be permitted to register for the Dissertation
- xxi. Project / Dissertation work has to be carried out by each individual separately. Teamwork is not permitted.
- xxii. The dissertation has to be completed strictly as per the guidelines that are outlined by collaborating institution.
- xxiii. WILP Scholar trainees are expected to maintain decorum and discipline in line with Wipro's professional work culture and environment.
- xxiv. In cases where a Scholar trainee deviates from the expected behaviour as prescribed by the WILP and partnering institution from time to time , strict action will be taken and the decision of the WILP Team / faculty /, University would be final and binding.
- xxv. Breach of integrity will be dealt with sternly. Such Scholar trainees will be asked to discontinue their studies and also expelled from WILP program.
- xxvi. On successful completion of the study, you will be eligible to receive the M-Tech degree from the collaborating University, in recognition of your successfully completing the course.
- xxvii. All Scholar trainees of the WILP will be given testimonials at the end of the successful completion of the M-Tech degree program. The testimonial contains the timeline in the WILP and the kind of project works carried during this opportunity.

Mode of contact session, examination pattern and other academic program norms are subject to change based on the prevailing situation / University norms declared from time to time. Decision of the University would be final and binding.

## **8. Conflict of Interest:**

- i. During your enrolment period with the WILP, you will focus exclusively on the requirements of the program. In addition to your study and academic requirements, you are required to engage yourself exclusively in the work assigned by Wipro and shall not take up any independent or individual assignments (whether part time or full time, in an advisory capacity or otherwise) directly or indirectly without the express written consent of Head /

## Manager of WILP Academy

- ii. You shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any person who is involved in activities, which are or shall be in conflict with the interests of Wipro.
- iii. The Conflict of Interest Policy also refers to the need on your part, during your enrolment and for a period of one year from the cessation of your enrolment with WILP (irrespective of the circumstances of, or the reasons for, the cessation) not to solicit, induce or encourage:
  - a. Any student/scholar trainee of the WILP to abandon /withdraw their enrolment with the program or to accept enrolment and/or employment with any competitor, supplier or any customer with whom you have a connection.
  - b. Any employee of Wipro to terminate their employment with Wipro or to accept employment with any competitor, supplier or any customer with whom you have a connection.
  - c. Any customer or vendor of Wipro to move their existing business with Wipro to a third party or to terminate their business relationship with Wipro.
  - d. Any existing employee and/or student of WILP to become associated with, or perform services of any type for any third party.
- iv. In case of any conflict or doubt, please discuss the matter with Head / Manager of WILP, to understand Wipro's position on this and resolve the conflict.

## 9. Obligation and Responsibilities:

- i. During the study period you will be governed by the WILP regulations and instructions as may be modified, from time to time, in relation to conduct, discipline and other matters.
- ii. During your study as part of WILP, Company expects you to undergo study in the area in which you are placed, with a high standard of initiative and efficiency. This is critical and Company has zero tolerance towards any deviations.
- iii. You would not be allowed to seek membership of any local or public body without the written approval from the Head / Manager of WILP.
- iv. During the study period and thereafter, you would not be allowed to give out to anyone in writing or by word of mouth or otherwise, particulars or details of work - process, technical know-how, research carried out, security arrangements, or administrative and/or organizational matters of confidential or secret nature which you may come across during your academic study or become known to you by virtue of your undergoing study under WILP or otherwise.
- v. You are bound by all regulations, instructions and policies of the WILP and Wipro. These are updated / modified on a periodic basis and new policies may be introduced and notified to Scholar trainees from time to time and you will be bound to comply with the same.
- vi. In consideration of the opportunities, trainings and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by WILP/Wipro and in the course of your association with WILP. This covenant shall endure during your association and beyond the cessation of your association with WILP (irrespective of the circumstances of, or the reasons for, the cessation).
- vii. In connection with your association with Wipro as part of the WILP and during the term of your association upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business or academic session hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

During the period of academic study, if you develop or conceptualize inventions, ideas, concepts, discoveries, techniques and improvements (including without limitation computer software) solely or jointly with others in relation to the operation of the WILP / Wipro, such developments will be fully communicated to the WILP academy and will be the sole intellectual property of Wipro. You agree to cooperate in the execution of documents to facilitate the assignment of such intellectual property when required.

## 10. Confidentiality:

- i. In consideration of the opportunities, training and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by Wipro and in the course of your enrolment. This covenant shall endure during your enrolment and beyond the cessation of your enrolment with Wipro (irrespective of the circumstances of, or the reasons for, the cessation).
- ii. During your training on projects at Wipro, you will be expected not to use or disclose any confidential information, including trade secrets, of any former employer (if any) or other person with whom you have an obligation of confidentiality and by signing below you affirm that you have no conflicting obligations or non-compete agreements that would prevent you from working without limitation for Wipro.

## **11. Assignment of Intellectual Property**

In connection with your enrolment and during the term of your enrolment, upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

## **12. Posting**

During the initial study period, initially you would be made familiar with Wipro, but you may if needed be re-assigned or transferred to another division, department, establishment or new location where Wipro, has its office or operation and WILP classes are running in the particular location, in India, without enhancing the scholarship amount. On placement of this nature, you will also be governed by the disciplinary rules and regulations as applicable in that unit/branch. You may also be placed in any sister company of Wipro, for practical studies.

## **13. Misconduct:**

- i. In case you are charged with any misconduct or disciplinary issue during your study period, your enrolment with WILP may be temporarily placed on suspension without payment of scholarship amount, for such period as Wipro may deem fit. If the charges against you are proved to be true, your enrolment may be immediately cancelled, without any notice or payment of scholarship in lieu of notice notwithstanding any clause of this letter of enrolment. It is clarified that this clause is without prejudice to Wipro's rights to enforce the Training Agreement duly signed by you even after cancellation of your enrolment for whatever reasons as the case may be.
- ii. Notwithstanding the condition regarding written notice of termination and without prejudice to Wipro's right to enforce the Training agreement, Wipro shall have the right to terminate your academic study without any notice or payment of scholarship in lieu thereof, if any declaration given or information furnished by you to WILP/ Wipro is found to be false or if you are found to have willfully suppressed any material information.

**Please note that at any stage, whether during your selection process or upon enrolment with the WILP, if it is brought to our notice that you have indulged in malpractices or used illegal means to clear your online assessment, Wipro shall withdraw or revoke the enrolment and cancel the same with immediate effect and we reserve our rights to take suitable action against you as we may deem fit.**

## **14. Cancellation of Enrolment:**

Notwithstanding any of the clauses of this letter of enrolment, Company reserves the right at its sole discretion to cancel this enrolment during the study period without assigning any reason, by giving one month's (30 days) notice or one month's scholarship/stipend in lieu of notice.

## **15. Study Hours:**

- i. As a Scholar Trainee – Work Integrated Learning Program, you will be called upon to undergo studies during the hours and days as may be fixed by WILP from time to time as per the University requirements.
- ii. You would be assigned to any of the locations and any project work as part of your WILP as may be decided by the Company.
- iii. The full day lecture sessions will be held at any of Wipro's other establishments/outsourced venue. You may also be called upon to attend academic study as and when required on holidays, as may be scheduled in accordance with the convenience of the organizing team of the WILP.
- iv. The university will plan contact classes in multiple format to suit the project work situations and university guidelines such as contact classes in ILT (instructor Led training) and / or VILT (virtual Instructor Led Training and Self-Directed / Recorded lecture sessions).



## 16. General:

- i. This letter of enrolment is subject to the condition that you have not provided us with any false declaration or wilfully suppressed any material information. If you have, you will be liable for cancellation of enrolment from the WILP without any prior notice.
- ii. The terms of this letter of enrolment may be specifically enforced legally, if required. In this connection, if any of the provisions of this letter are declared or found to be void or unenforceable due to any reason whatsoever, the remaining provisions of this letter shall continue in full force and effect.
- iii. These enrolment terms supersede and replace any existing agreement or understanding, if any, between Wipro and you relating to the same subject matter.
- iv. You warrant that you are not prevented by a court or by any other administrative or judicial order from enrolling under this agreement. In the event that you are not a citizen of the country of posting, you should have a valid work permit to work in the country of posting.
- v. During the period of enrolment you are required to comply with all policies of WILP and Wipro. These policies are updated / modified on a periodic basis and new policies may be introduced and notified to the Scholar Trainees from time to time. You agree to comply with all policies as modified from time to time.

## 17. On Completion/Cancellation of Academic Program:

- i. On Completion of the academic program or cancellation of your enrolment , as the case may be, you will immediately surrender to Wipro/ the Academy all specifications, formulae, documents, literature, drawings or records, etc. belonging to Wipro/ the Academy or relating to its business and shall not make or retain any copies of these items.
- ii. You are not eligible to receive testimonial certificate if you do not successfully complete the academic study in accordance with this letter of enrolment and the study scheme formulated by the Academy.
- iii. Wipro reserves the right to offer employment at its sole discretion to a Scholar trainee on successful and satisfactory completion of the academic study.

## 18. Acceptance of Enrolment Letter:

Upon accepting the above terms and conditions, you are required to return the duplicate of this letter of enrolment, duly signed by you as a token of your acceptance on the day of joining WILP program.

Please confirm that the above terms are acceptable to you and that you accept the enrolment by signing a copy of this letter of enrolment and submit the same on the date of joining.

## 19. Work Allocation:

As part of your work responsibilities, you may be assigned to work on certain projects/accounts or other assignments as may be deemed fit by the Company in its sole discretion. Refusal to accept and deliver on such assignments shall be treated as a refusal to work and may result in termination of your employment or other disciplinary action.

Yours sincerely,

For **Wipro Limited**,



**Aparna Shailen**  
**General Manager - Human Resources**

I have read, understood and agree to accept the enrolment on the terms and conditions herein.

I shall be present for the induction session on

## **ANNEXURE I**

### **CONFIRMATION ON SHARING PERSONAL INFORMATION (AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT, 2000)**

I Radheshyam Thakur, confirm that I am voluntarily sharing my Personal Information with Wipro Limited ('Wipro') being a part of WILP of Wipro for the following purposes:

- a. validating my application form and retaining records on the same for any future reference/verification;
- b. processing my application form including background verification checks;
- c. academic study related actions including record keeping, processing scholarship advance and benefits and any action required in the context of my enrolment with Wipro, being a part of WILP.

In this context, I also agree to the retention of such Personal Information by Wipro for any future reference/verification and authorize Wipro to transfer the same to a third party.

I understand that 'Personal Information' means any information, relating to me that is available with Wipro and is capable of identifying me."

## **ANNEXURE II**

I hereby confirm that I shall submit the required academic certificate including but not limited to mark sheet and Provisional or Convocation Degree Certificate within 3 months from my date of joining. I understand that my enrolment is subject to my aggregate meeting the Wipro eligibility criteria and submission of the above mentioned documents.

I hereby declare that all the particulars mentioned above are true to the best of my knowledge. In the event of my failure to submit the above mentioned documents or in case of any discrepancy, I shall be liable for termination of my enrolment with Wipro.

## **ANNEXURE – III**

### **INITIAL INDUCTION PROGRAM**

The Talent Transformation team at Wipro groom's campus selects to help them face the challenges of the corporate world.

A holistic 360 degree approach to training is adopted and helps them hone their fundamental computer skills followed by insights into Wipro businesses, process, technology and behavioural skills.

To understand and appreciate the mindset of the young Trainees and ensure that the transformation is smooth, the induction program is done by a team of dedicated professionals who have exposure to the academic and corporate sectors alike. Project Readiness Program (PRP) is a training program designed to address the basic learning needs of the Trainees.

#### **Corporate Readiness Program - CRP**

The CRP program is focused on making young Trainees comfortable in a corporate environment. This program starts with a corporate induction.

"EMERGE" a behavioural skills building training program ensures that the fresh Trainee start feeling at ease in the "corporate world". This activity based behavioural intervention informs the new entrants about the corporate work culture and business etiquette.

#### **Technology Readiness Program - TRP**

The technology training provides critical technical skills required to work on projects allocated to Trainees and prepare to face the demands of the project world. We begin doing this by familiarizing with Wipro's businesses and work environment.

The methodology of training is "Project Based Learning" (PBL) approach, the entire learning is designed around a series of projects that the recruits are expected to complete individually by learning and applying various topics required to complete the project. Starting with individual projects, the PBL approach ends with recruits working on a team project.

## **ANNEXURE – IV**

I have read and understood the terms of my enrolment letter. I agree and acknowledge that I am a Student/Scholar trainee with Wipro's WILP. I further undertake that I shall not represent to any person within Wipro or any other third

party that I am an employee of Wipro Ltd and I fully understand that such false representation shall entail severe disciplinary action including immediate cancellation of my enrolment.

### **Travel, Accommodation, Food & Other Miscellaneous Expenses**

#### **Travel**

- i. You would be entitled for Rs. 1500 from the date of appointment as a lump sum amount that will be credited with your first month stipend. You may utilize this amount towards Travel and you would not need to submit bills towards usage of this amount.
- ii. There is no provision for reimbursement/allowance towards any expenses incurred in lieu of attending training or classes at different locations in the same city.

#### **Accommodation, Food & other Miscellaneous Expenses**

- i. You would be entitled for Rs.400 per day for 8 days (total amount of Rs.3,200) from the date of joining. You may utilize this amount towards accommodation, food & other miscellaneous expenses. This would be paid as a lump sum amount that will be credited with your first month stipend and you would not need to submit bills towards usage of this amount.
- ii. If your posting location (the location where you would be based out of after training) is different from the training location (location where you undergo initial training), you would be entitled for the following:  
  
Settlement and Miscellaneous Expenses: Rs.1200 per day for 7 days (total amount of Rs. 8,400) from the date of reporting to the posting location. You may utilize this amount towards boarding, lodging, conveyance & other miscellaneous expenses.
- iii. Any location change after reporting to posting location will be treated as relocation/transfer and will be covered under the Transfer policy for Team Rainbow. For details you can refer the policy at myWipro-> My Policies -> India->My Travel>Transfer Policy-Team Rainbow.
- iv. Campus joiners would not be eligible for accommodation at the Wipro guest houses.

**Please note in the event that the employee leaves the organization within 6 months from the date of joining, all payments processed under Joining & Relocation Entitlements shall be recovered from the employee at the time of exit.**

**Skill Preferences 1 :** [DAAI -Cloud & Digital Database](#)

**Location Preferences 1 :** [Bangalore](#)

**Skill Preferences 2 :** [CEP-SAP-ABAP](#)

**Location Preferences 2 :** [Mysore](#)

**Skill Preferences 3 :** [Python App](#)

**Location Preferences 3 :** [Chennai](#)

☒ Accept ☐ Decline

☒ **Signature** [Radheshyam Thakur 25/1/2023 10:00 PM](#)

(checking the checkbox above is equivalent to a handwritten signature)

Registered Office:

**Wipro  
Limited**

**T :**+91 (80) 2844 0011

Doddakannelli

**F :**+91 (80) 2844 0054

Sarjapur  
Road

**E :**info@wipro.com

Bengaluru  
560 035

**W :**wipro.com

India

**C :**L32102KA1945PLC020800

26168298



## Welcome to Wipro's Work Integrated Learning Program ("WILP")

**Work Integrated Learning Programme**  
**Wipro Limited, Dodda Kannelli**  
**Sarjapur Road, Bengaluru - 560 035.**  
**Phone: (080) 28440011/12, Fax: (080) 28440256**

Dear Sarah T,

### **Sub: Enrolment letter to Wipro's Work Integrated Learning Program ("WILP") as Scholar Trainee – Work Integrated Learning Program**

Welcome to WILP!

With reference to your application, it is our pleasure to enroll you as a Scholar Trainee – Work Integrated Learning Program. This is a scholarship program customized as a robust academic and training program which will enable you to obtain M-Tech degree from one of the premier engineering institution / University in India.

The duration of the academic program shall be 48 months from the **date of enrolment to the academic program**. You will be enrolled into the academic program within 12 months from date of joining. Your date of joining will be intimated through a separate communication.

We hope you enjoy the learning with WILP and have an enriching experience being a part of Wipro Limited ("Wipro or "Company").

Please read through the terms and conditions of your enrolment as provided below.

We look forward to having a long and fruitful relationship with you at WILP, Wish you all the best!

Yours sincerely,  
For **Wipro Limited**,

**Aparna Shailen**  
**General Manager - Human Resources**

### **Endorsement**

I accept the enrolment and the terms and conditions thereof as specified below. I shall report for undergoing study on

### **Terms & Conditions of Scholarship**

#### **1. PROFILE:**

You have been selected to be a part of Wipro's WILP and are enrolled as a Scholar Trainee- Work Integrated Learning Program. Upon joining WILP, you will have to undergo a "Project Readiness Program" ('PRP') that prepares you to participate in projects at the Company as part of this learning program. This robust academic program will also enable you to obtain **M-Tech degree from one of the premier engineering Institution / University** upon successful completion of the course.

#### **2. DURATION:**

The duration of your academic program will be for a period of 48 months from the date of enrolment to the academic program. You will be enrolled into the academic program within 12 months from date of joining. Unless the Company extends the period of your study in writing, which is done solely at the discretion of the Company, your enrolment would automatically terminate at the end of the stated 48 months.

In case the Company extends the academic period (in writing) you will continue to be enrolled as a Scholar Trainee – Work Integrated Learning Program with WILP.

### 3. Appointment details:

We provide support to our global customers through various Company locations in India to suit customer requirements by operating 24x7. You would be operating from any of these locations and in any of the shifts, including night shift, as may be decided by the Company, keeping in mind the business needs and deliverables to customers.

### 4. Scholarship/Stipend and Benefits

During your period of enrolment, you would be entitled to a consolidated monthly scholarship.

Apart from the monthly scholarship, the Company will provide you with life & accidental insurance that would include a cover for you, the premium / cost will be taken care of by Wipro. This is a voluntary benefit offered by the Company and the details of the same are listed below.

- i. A Group Personal Accident Insurance (GPAI) coverage of **Rs.12,00,000/-**. You could also choose to get additional coverage for a nominal and highly negotiated premium. More details on the policy are available in My Policies section in myWipro, the HR portal at Wipro.
- ii. Group Life Insurance coverage of **Rs.14, 00,000/-**. This sum insured is inclusive of cover as per EDLI (Employee Deposit Linked Insurance). You can also get an extra coverage for a nominal and highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

In addition to the above, you are also eligible for medical insurance cover towards hospitalization.

You are eligible for a floater coverage of Rs.2,00,000/- per annum for family (self, spouse & children) towards hospitalization. There will be a deduction from your monthly scholarship/stipend depending on your marital/family status towards the base sum insured premium. 10% of the claim amount would need to be borne by the employee/Scholar trainee.

Base Medical insurance is to be availed by the employee as default. It is accounted for in deductions as a nominal monthly charge. Top-Up cover is voluntary and charged as applicable during renewal timelines.

If you wish to enhance the coverage, a top up cover option is also available for a highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

The below table lists down your scholarship details:

| Period      | Scholarship | ESI | Consolidated Scholarship (Rs. Per Month) |
|-------------|-------------|-----|------------------------------------------|
| First year  | 15000       | 488 | 15,488/- (*)                             |
| Second year | 17000       | 553 | 17,553/- (*)                             |
| Third year  | 19000       | 618 | 19,618/- (*)                             |
| Fourth year | 23000       | 0   | 23,000/- (*)                             |

(\*) You shall be responsible for payment of all statutory contributions, taxes, dues and levies as may be required under the relevant laws including contributions under Employees' State Insurance Corporation Act (**at 0.75% of your Scholarship**) as and when applicable to you. Such contributions, taxes, dues and levies where required, shall be deducted from your Scholarship and benefits according to applicable laws and regulations.

Your fourth-year scholarship will continue until completion of your M-Tech program. Your enrolment into the MTech academic program within 12 months from date of joining.

You shall be eligible to receive a onetime "joining bonus" of Rs.75,000 after you join Wipro along with your first month salary. All applicable taxes on the payment of this amount will be borne by you. Please note in the event you leave the organization within 12 months from the date of joining, payment processed under Joining bonus shall be recovered from the employee at the time of exit.

The enhancement of the scholarship at the end of each academic year of study will be at the discretion of the Company and subject to your satisfactory progress of study, acquisition of skills, behavior, regularity and punctuality in attendance. Your continued enrolment in the course, will be at the discretion of the Company, and is subject to satisfactory academic performance and other requirements as prescribed in the WILP portal.

In case your project performance at any stage is not found to be at par with the requirement of WILP, then you would be placed on performance improvement program (PIP). If you fail to successfully complete the PIP, the Company may at its sole discretion discontinue your enrolment in the WILP program.

#### **Book Allowance:**

A Book Allowance of Rs.1,250/- will be provided to you per semester. This allowance will be given every semester except the last semester when you will be engaged in dissertation. The allowance will be paid to you centrally along with your scholarship during the course of each semester. The allowance will be subject to tax. Book allowance is applicable and paid only when you are registered for the semester.

#### **5. Training Agreement:**

- i. This letter of enrolment is subject to the execution of a training agreement in the prescribed proforma with Wipro Limited, Sarjapur Road, Doddakannelli, Bengaluru-560035 on or before joining the program ("Training Agreement").
- ii. This Training agreement shall be for a total period of 60 Months where you will be mentored for developing your skills and knowledge. This included technical training, in various formats, both online and offline and practical experience in various projects. The Company invests on your behalf for the cost of these trainings. Should you discontinue the WILP program or your enrolment with WILP is cancelled for any reason whatsoever before the completion of 60 months from the date of joining, the training expenses of Rs.75,000/-(Rupees Seventy five thousand only) will have to be paid by you as detailed in the Training Agreement.

#### **6. PROJECT READINESS PROGRAM (PRP)**

Upon enrolment, you will have to undergo a Project Readiness Program (PRP) to prepare you to participate in projects. This is offered by Wipro's - Talent Transformation Department to all campus and off-campus selects. The broad objective of PRP is to equip you with the necessary knowledge and skills that will enable you to start working on real-life project work which is an integral part of the WILP.

#### **7. Regulations of Academic study:**

- i. You will be enrolled for M-Tech program with a renowned institution ("University") that collaborates with Wipro for WILP.
- ii. Course specialization includes but is not limited to Software Systems, Software Engineering, Information Technology, Computing Systems and Infrastructure Management, Data Analytics, IoT, Cloud, Digital & Cyber security, Embedded Systems.
- iii. Your specialization and enrolment would be decided based on prevailing business requirements and decision of the Company is final and binding.
- iv. You will not be able to change Specialization track after enrolment.
- v. Overall program duration is 4 years from date of enrolment of academic program.
- vi. As per the program structure, a WILP Scholar trainee will register and pursue 4 to 6 courses per semester over 7 semesters.
- vii. You will be required to submit a project work / dissertation in your final semester (8<sup>th</sup> semester of your program). This will enable you to advance your professional capabilities by applying concepts and techniques in projects.
- viii. Each course has multiple evaluation components. This includes an assignment component, quiz, mid-semester examination and comprehension examination. All evaluation components are mandatory for securing a pass grade in a course as prescribed by the partnering institution.

- ix. Contact classes are organized as per the handout and calendar prepared and shared by the University at the beginning of each semester. In the normal course, one session of 2 hours duration per course per contact class is organized.
- x. You will be called upon to undergo studies during the hours and days as may be fixed by the Company from time to time. Normally, the study hours would be from 9:00am to 6:00pm
- xi. The faculty will take attendance/circulate attendance sheets for every session. It is your responsibility to ensure that your attendances are recorded properly.
- xii. WILP Scholar trainees are expected to be on time for every session. Punctuality is non-negotiable and the faculty reserves the right to deny entry and attendance to late comers.
- xiii. Attending 75% of contact session is mandatory for each course to appear for examinations.
- xiv. Not attending classes for reasons like medical/on the job training /late coming/personal problems and other similar reasons would be treated as absenteeism.
- xv. Scholar trainees who fail to meet the minimum attendance criteria will not qualify for comprehension exams for any of the registered courses in that semester.
- xvi. For any reason, you are not able to meet the minimum attendance criteria or not complete the mandatory assignments / quiz / examinations in any semester, you are required to repeat the same semester as and when the next batch is organized. In such cases, rules and regulations governing academic programs at that time would be applicable. In addition, additional semesters fees are to be borne by you as prescribed by the University.
- xvii. At the end of each semester, the performance of each Scholar Trainee in a course, is specified as a letter grade which is obtained through a Relative Grading procedure
- xviii. Any Scholar trainee securing 3 or more cumulative fail grade at any point in time will be expelled from WILP Program.
- xix. The 8th semester of study is fully devoted for dissertation / project work
- xx. If a Scholar trainee's CGPA is less than 5.5, the Scholar trainee will not be permitted to register for the dissertation. He/she has to re-appear for exams and secure a CGPA of 5.5 before taking up the dissertation. Also, a Scholar trainee with an E grade in any course will not be permitted to register for the Dissertation
- xxi. Project / Dissertation work has to be carried out by each individual separately. Teamwork is not permitted.
- xxii. The dissertation has to be completed strictly as per the guidelines that are outlined by collaborating institution.
- xxiii. WILP Scholar trainees are expected to maintain decorum and discipline in line with Wipro's professional work culture and environment.
- xxiv. In cases where a Scholar trainee deviates from the expected behaviour as prescribed by the WILP and partnering institution from time to time , strict action will be taken and the decision of the WILP Team / faculty /, University would be final and binding.
- xxv. Breach of integrity will be dealt with sternly. Such Scholar trainees will be asked to discontinue their studies and also expelled from WILP program.
- xxvi. On successful completion of the study, you will be eligible to receive the M-Tech degree from the collaborating University, in recognition of your successfully completing the course.
- xxvii. All Scholar trainees of the WILP will be given testimonials at the end of the successful completion of the M-Tech degree program. The testimonial contains the timeline in the WILP and the kind of project works carried during this opportunity.

Mode of contact session, examination pattern and other academic program norms are subject to change based on the prevailing situation / University norms declared from time to time. Decision of the University would be final and binding.

## **8. Conflict of Interest:**

- i. During your enrolment period with the WILP, you will focus exclusively on the requirements of the program. In addition to your study and academic requirements, you are required to engage yourself exclusively in the work assigned by Wipro and shall not take up any independent or individual assignments (whether part time or full time, in an advisory capacity or otherwise) directly or indirectly without the express written consent of Head /

## Manager of WILP Academy

- ii. You shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any person who is involved in activities, which are or shall be in conflict with the interests of Wipro.
- iii. The Conflict of Interest Policy also refers to the need on your part, during your enrolment and for a period of one year from the cessation of your enrolment with WILP (irrespective of the circumstances of, or the reasons for, the cessation) not to solicit, induce or encourage:
  - a. Any student/scholar trainee of the WILP to abandon /withdraw their enrolment with the program or to accept enrolment and/or employment with any competitor, supplier or any customer with whom you have a connection.
  - b. Any employee of Wipro to terminate their employment with Wipro or to accept employment with any competitor, supplier or any customer with whom you have a connection.
  - c. Any customer or vendor of Wipro to move their existing business with Wipro to a third party or to terminate their business relationship with Wipro.
  - d. Any existing employee and/or student of WILP to become associated with, or perform services of any type for any third party.
- iv. In case of any conflict or doubt, please discuss the matter with Head / Manager of WILP, to understand Wipro's position on this and resolve the conflict.

## 9. Obligation and Responsibilities:

- i. During the study period you will be governed by the WILP regulations and instructions as may be modified, from time to time, in relation to conduct, discipline and other matters.
- ii. During your study as part of WILP, Company expects you to undergo study in the area in which you are placed, with a high standard of initiative and efficiency. This is critical and Company has zero tolerance towards any deviations.
- iii. You would not be allowed to seek membership of any local or public body without the written approval from the Head / Manager of WILP.
- iv. During the study period and thereafter, you would not be allowed to give out to anyone in writing or by word of mouth or otherwise, particulars or details of work - process, technical know-how, research carried out, security arrangements, or administrative and/or organizational matters of confidential or secret nature which you may come across during your academic study or become known to you by virtue of your undergoing study under WILP or otherwise.
- v. You are bound by all regulations, instructions and policies of the WILP and Wipro. These are updated / modified on a periodic basis and new policies may be introduced and notified to Scholar trainees from time to time and you will be bound to comply with the same.
- vi. In consideration of the opportunities, trainings and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by WILP/Wipro and in the course of your association with WILP. This covenant shall endure during your association and beyond the cessation of your association with WILP (irrespective of the circumstances of, or the reasons for, the cessation).
- vii. In connection with your association with Wipro as part of the WILP and during the term of your association upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business or academic session hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

During the period of academic study, if you develop or conceptualize inventions, ideas, concepts, discoveries, techniques and improvements (including without limitation computer software) solely or jointly with others in relation to the operation of the WILP / Wipro, such developments will be fully communicated to the WILP academy and will be the sole intellectual property of Wipro. You agree to cooperate in the execution of documents to facilitate the assignment of such intellectual property when required.

## 10. Confidentiality:



- i. In consideration of the opportunities, training and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by Wipro and in the course of your enrolment. This covenant shall endure during your enrolment and beyond the cessation of your enrolment with Wipro (irrespective of the circumstances of, or the reasons for, the cessation).
- ii. During your training on projects at Wipro, you will be expected not to use or disclose any confidential information, including trade secrets, of any former employer (if any) or other person with whom you have an obligation of confidentiality and by signing below you affirm that you have no conflicting obligations or non-compete agreements that would prevent you from working without limitation for Wipro.

## **11. Assignment of Intellectual Property**

In connection with your enrolment and during the term of your enrolment, upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

## **12. Posting**

During the initial study period, initially you would be made familiar with Wipro, but you may if needed be re-assigned or transferred to another division, department, establishment or new location where Wipro, has its office or operation and WILP classes are running in the particular location, in India, without enhancing the scholarship amount. On placement of this nature, you will also be governed by the disciplinary rules and regulations as applicable in that unit/branch. You may also be placed in any sister company of Wipro, for practical studies.

## **13. Misconduct:**

- i. In case you are charged with any misconduct or disciplinary issue during your study period, your enrolment with WILP may be temporarily placed on suspension without payment of scholarship amount, for such period as Wipro may deem fit. If the charges against you are proved to be true, your enrolment may be immediately cancelled, without any notice or payment of scholarship in lieu of notice notwithstanding any clause of this letter of enrolment. It is clarified that this clause is without prejudice to Wipro's rights to enforce the Training Agreement duly signed by you even after cancellation of your enrolment for whatever reasons as the case may be.
- ii. Notwithstanding the condition regarding written notice of termination and without prejudice to Wipro's right to enforce the Training agreement, Wipro shall have the right to terminate your academic study without any notice or payment of scholarship in lieu thereof, if any declaration given or information furnished by you to WILP/ Wipro is found to be false or if you are found to have willfully suppressed any material information.

**Please note that at any stage, whether during your selection process or upon enrolment with the WILP, if it is brought to our notice that you have indulged in malpractices or used illegal means to clear your online assessment, Wipro shall withdraw or revoke the enrolment and cancel the same with immediate effect and we reserve our rights to take suitable action against you as we may deem fit.**

## **14. Cancellation of Enrolment:**

Notwithstanding any of the clauses of this letter of enrolment, Company reserves the right at its sole discretion to cancel this enrolment during the study period without assigning any reason, by giving one month's (30 days) notice or one month's scholarship/stipend in lieu of notice.

## **15. Study Hours:**

- i. As a Scholar Trainee – Work Integrated Learning Program, you will be called upon to undergo studies during the hours and days as may be fixed by WILP from time to time as per the University requirements.
- ii. You would be assigned to any of the locations and any project work as part of your WILP as may be decided by the Company.
- iii. The full day lecture sessions will be held at any of Wipro's other establishments/outsourced venue. You may also be called upon to attend academic study as and when required on holidays, as may be scheduled in accordance with the convenience of the organizing team of the WILP.
- iv. The university will plan contact classes in multiple format to suit the project work situations and university guidelines such as contact classes in ILT (instructor Led training) and / or VILT (virtual Instructor Led Training and Self-Directed / Recorded lecture sessions).

## 16. General:

- i. This letter of enrolment is subject to the condition that you have not provided us with any false declaration or wilfully suppressed any material information. If you have, you will be liable for cancellation of enrolment from the WILP without any prior notice.
- ii. The terms of this letter of enrolment may be specifically enforced legally, if required. In this connection, if any of the provisions of this letter are declared or found to be void or unenforceable due to any reason whatsoever, the remaining provisions of this letter shall continue in full force and effect.
- iii. These enrolment terms supersede and replace any existing agreement or understanding, if any, between Wipro and you relating to the same subject matter.
- iv. You warrant that you are not prevented by a court or by any other administrative or judicial order from enrolling under this agreement. In the event that you are not a citizen of the country of posting, you should have a valid work permit to work in the country of posting.
- v. During the period of enrolment you are required to comply with all policies of WILP and Wipro. These policies are updated / modified on a periodic basis and new policies may be introduced and notified to the Scholar Trainees from time to time. You agree to comply with all policies as modified from time to time.

## 17. On Completion/Cancellation of Academic Program:

- i. On Completion of the academic program or cancellation of your enrolment , as the case may be, you will immediately surrender to Wipro/ the Academy all specifications, formulae, documents, literature, drawings or records, etc. belonging to Wipro/ the Academy or relating to its business and shall not make or retain any copies of these items.
- ii. You are not eligible to receive testimonial certificate if you do not successfully complete the academic study in accordance with this letter of enrolment and the study scheme formulated by the Academy.
- iii. Wipro reserves the right to offer employment at its sole discretion to a Scholar trainee on successful and satisfactory completion of the academic study.

## 18. Acceptance of Enrolment Letter:

Upon accepting the above terms and conditions, you are required to return the duplicate of this letter of enrolment, duly signed by you as a token of your acceptance on the day of joining WILP program.

Please confirm that the above terms are acceptable to you and that you accept the enrolment by signing a copy of this letter of enrolment and submit the same on the date of joining.

## 19. Work Allocation:

As part of your work responsibilities, you may be assigned to work on certain projects/accounts or other assignments as may be deemed fit by the Company in its sole discretion. Refusal to accept and deliver on such assignments shall be treated as a refusal to work and may result in termination of your employment or other disciplinary action.

Yours sincerely,

For **Wipro Limited**,



**Aparna Shailen**  
**General Manager - Human Resources**

I have read, understood and agree to accept the enrolment on the terms and conditions herein.

I shall be present for the induction session on

## **ANNEXURE I**

### **CONFIRMATION ON SHARING PERSONAL INFORMATION (AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT, 2000)**

I Radheshyam Thakur, confirm that I am voluntarily sharing my Personal Information with Wipro Limited ('Wipro') being a part of WILP of Wipro for the following purposes:

- a. validating my application form and retaining records on the same for any future reference/verification;
- b. processing my application form including background verification checks;
- c. academic study related actions including record keeping, processing scholarship advance and benefits and any action required in the context of my enrolment with Wipro, being a part of WILP.

In this context, I also agree to the retention of such Personal Information by Wipro for any future reference/verification and authorize Wipro to transfer the same to a third party.

I understand that 'Personal Information' means any information, relating to me that is available with Wipro and is capable of identifying me."

## **ANNEXURE II**

I hereby confirm that I shall submit the required academic certificate including but not limited to mark sheet and Provisional or Convocation Degree Certificate within 3 months from my date of joining. I understand that my enrolment is subject to my aggregate meeting the Wipro eligibility criteria and submission of the above mentioned documents.

I hereby declare that all the particulars mentioned above are true to the best of my knowledge. In the event of my failure to submit the above mentioned documents or in case of any discrepancy, I shall be liable for termination of my enrolment with Wipro.

## **ANNEXURE – III**

### **INITIAL INDUCTION PROGRAM**

The Talent Transformation team at Wipro groom's campus selects to help them face the challenges of the corporate world.

A holistic 360 degree approach to training is adopted and helps them hone their fundamental computer skills followed by insights into Wipro businesses, process, technology and behavioural skills.

To understand and appreciate the mindset of the young Trainees and ensure that the transformation is smooth, the induction program is done by a team of dedicated professionals who have exposure to the academic and corporate sectors alike. Project Readiness Program (PRP) is a training program designed to address the basic learning needs of the Trainees.

#### **Corporate Readiness Program - CRP**

The CRP program is focused on making young Trainees comfortable in a corporate environment. This program starts with a corporate induction.

"EMERGE" a behavioural skills building training program ensures that the fresh Trainee start feeling at ease in the "corporate world". This activity based behavioural intervention informs the new entrants about the corporate work culture and business etiquette.

#### **Technology Readiness Program - TRP**

The technology training provides critical technical skills required to work on projects allocated to Trainees and prepare to face the demands of the project world. We begin doing this by familiarizing with Wipro's businesses and work environment.

The methodology of training is "Project Based Learning" (PBL) approach, the entire learning is designed around a series of projects that the recruits are expected to complete individually by learning and applying various topics required to complete the project. Starting with individual projects, the PBL approach ends with recruits working on a team project.

## **ANNEXURE – IV**

I have read and understood the terms of my enrolment letter. I agree and acknowledge that I am a Student/Scholar trainee with Wipro's WILP. I further undertake that I shall not represent to any person within Wipro or any other third

party that I am an employee of Wipro Ltd and I fully understand that such false representation shall entail severe disciplinary action including immediate cancellation of my enrolment.

### **Travel, Accommodation, Food & Other Miscellaneous Expenses**

#### **Travel**

- i. You would be entitled for Rs. 1500 from the date of appointment as a lump sum amount that will be credited with your first month stipend. You may utilize this amount towards Travel and you would not need to submit bills towards usage of this amount.
- ii. There is no provision for reimbursement/allowance towards any expenses incurred in lieu of attending training or classes at different locations in the same city.

#### **Accommodation, Food & other Miscellaneous Expenses**

- i. You would be entitled for Rs.400 per day for 8 days (total amount of Rs.3,200) from the date of joining. You may utilize this amount towards accommodation, food & other miscellaneous expenses. This would be paid as a lump sum amount that will be credited with your first month stipend and you would not need to submit bills towards usage of this amount.
- ii. If your posting location (the location where you would be based out of after training) is different from the training location (location where you undergo initial training), you would be entitled for the following:  
  
Settlement and Miscellaneous Expenses: Rs.1200 per day for 7 days (total amount of Rs. 8,400) from the date of reporting to the posting location. You may utilize this amount towards boarding, lodging, conveyance & other miscellaneous expenses.
- iii. Any location change after reporting to posting location will be treated as relocation/transfer and will be covered under the Transfer policy for Team Rainbow. For details you can refer the policy at myWipro-> My Policies -> India->My Travel>Transfer Policy-Team Rainbow.
- iv. Campus joiners would not be eligible for accommodation at the Wipro guest houses.

**Please note in the event that the employee leaves the organization within 6 months from the date of joining, all payments processed under Joining & Relocation Entitlements shall be recovered from the employee at the time of exit.**

**Skill Preferences 1 :** [DAAI -Cloud & Digital Database](#)

**Location Preferences 1 :** [Bangalore](#)

**Skill Preferences 2 :** [CEP-SAP-ABAP](#)

**Location Preferences 2 :** [Mysore](#)

**Skill Preferences 3 :** [Python App](#)

**Location Preferences 3 :** [Chennai](#)

☒ Accept ☐ Decline

☒ **Signature** [Radheshyam Thakur 25/1/2023 10:00 PM](#)  
(checking the checkbox above is equivalent to a handwritten signature)

Registered Office:

**Wipro Limited** T :+91 (80) 2844 0011  
Doddakannelli F :+91 (80) 2844 0054  
Sarjapur Road E :info@wipro.com  
Bengaluru 560 035 W :wipro.com  
India C :L32102KA1945PLC020800

26168298



## Welcome to Wipro's Work Integrated Learning Program ("WILP")

**Work Integrated Learning Programme**  
**Wipro Limited, Dodda Kannelli**  
**Sarjapur Road, Bengaluru - 560 035.**  
**Phone: (080) 28440011/12, Fax: (080) 28440256**

Dear SARUKA DEWAN,

### **Sub: Enrolment letter to Wipro's Work Integrated Learning Program ("WILP") as Scholar Trainee – Work Integrated Learning Program**

Welcome to WILP!

With reference to your application, it is our pleasure to enroll you as a Scholar Trainee – Work Integrated Learning Program. This is a scholarship program customized as a robust academic and training program which will enable you to obtain M-Tech degree from one of the premier engineering institution / University in India.

The duration of the academic program shall be 48 months from the **date of enrolment to the academic program**. You will be enrolled into the academic program within 12 months from date of joining. Your date of joining will be intimated through a separate communication.

We hope you enjoy the learning with WILP and have an enriching experience being a part of Wipro Limited ("Wipro or "Company").

Please read through the terms and conditions of your enrolment as provided below.

We look forward to having a long and fruitful relationship with you at WILP, Wish you all the best!

Yours sincerely,  
For **Wipro Limited**,

**Aparna Shailen**  
**General Manager - Human Resources**

#### **Endorsement**

I accept the enrolment and the terms and conditions thereof as specified below. I shall report for undergoing study on

#### **Terms & Conditions of Scholarship**

##### **1. PROFILE:**

You have been selected to be a part of Wipro's WILP and are enrolled as a Scholar Trainee- Work Integrated Learning Program. Upon joining WILP, you will have to undergo a "Project Readiness Program" ('PRP') that prepares you to participate in projects at the Company as part of this learning program. This robust academic program will also enable you to obtain **M-Tech degree from one of the premier engineering Institution / University** upon successful completion of the course.

##### **2. DURATION:**

The duration of your academic program will be for a period of 48 months from the date of enrolment to the academic program. You will be enrolled into the academic program within 12 months from date of joining. Unless the Company extends the period of your study in writing, which is done solely at the discretion of the Company, your enrolment would automatically terminate at the end of the stated 48 months.

In case the Company extends the academic period (in writing) you will continue to be enrolled as a Scholar Trainee – Work Integrated Learning Program with WILP.

### 3. Appointment details:

We provide support to our global customers through various Company locations in India to suit customer requirements by operating 24x7. You would be operating from any of these locations and in any of the shifts, including night shift, as may be decided by the Company, keeping in mind the business needs and deliverables to customers.

### 4. Scholarship/Stipend and Benefits

During your period of enrolment, you would be entitled to a consolidated monthly scholarship.

Apart from the monthly scholarship, the Company will provide you with life & accidental insurance that would include a cover for you, the premium / cost will be taken care of by Wipro. This is a voluntary benefit offered by the Company and the details of the same are listed below.

- i. A Group Personal Accident Insurance (GPAI) coverage of **Rs.12,00,000/-**. You could also choose to get additional coverage for a nominal and highly negotiated premium. More details on the policy are available in My Policies section in myWipro, the HR portal at Wipro.
- ii. Group Life Insurance coverage of **Rs.14, 00,000/-**. This sum insured is inclusive of cover as per EDLI (Employee Deposit Linked Insurance). You can also get an extra coverage for a nominal and highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

In addition to the above, you are also eligible for medical insurance cover towards hospitalization.

You are eligible for a floater coverage of Rs.2,00,000/- per annum for family (self, spouse & children) towards hospitalization. There will be a deduction from your monthly scholarship/stipend depending on your marital/family status towards the base sum insured premium. 10% of the claim amount would need to be borne by the employee/Scholar trainee.

Base Medical insurance is to be availed by the employee as default. It is accounted for in deductions as a nominal monthly charge. Top-Up cover is voluntary and charged as applicable during renewal timelines.

If you wish to enhance the coverage, a top up cover option is also available for a highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

The below table lists down your scholarship details:

| Period      | Scholarship | ESI | Consolidated Scholarship (Rs. Per Month) |
|-------------|-------------|-----|------------------------------------------|
| First year  | 15000       | 488 | 15,488/- (*)                             |
| Second year | 17000       | 553 | 17,553/- (*)                             |
| Third year  | 19000       | 618 | 19,618/- (*)                             |
| Fourth year | 23000       | 0   | 23,000/- (*)                             |

(\*) You shall be responsible for payment of all statutory contributions, taxes, dues and levies as may be required under the relevant laws including contributions under Employees' State Insurance Corporation Act (**at 0.75% of your Scholarship**) as and when applicable to you. Such contributions, taxes, dues and levies where required, shall be deducted from your Scholarship and benefits according to applicable laws and regulations.

Your fourth-year scholarship will continue until completion of your M-Tech program. Your enrolment into the MTech academic program within 12 months from date of joining.

You shall be eligible to receive a onetime "joining bonus" of Rs.75,000 after you join Wipro along with your first month salary. All applicable taxes on the payment of this amount will be borne by you. Please note in the event you leave the organization within 12 months from the date of joining, payment processed under Joining bonus shall be recovered from the employee at the time of exit.

The enhancement of the scholarship at the end of each academic year of study will be at the discretion of the Company and subject to your satisfactory progress of study, acquisition of skills, behavior, regularity and punctuality in attendance. Your continued enrolment in the course, will be at the discretion of the Company, and is subject to satisfactory academic performance and other requirements as prescribed in the WILP portal.

In case your project performance at any stage is not found to be at par with the requirement of WILP, then you would be placed on performance improvement program (PIP). If you fail to successfully complete the PIP, the Company may at its sole discretion discontinue your enrolment in the WILP program.

#### **Book Allowance:**

A Book Allowance of Rs.1,250/- will be provided to you per semester. This allowance will be given every semester except the last semester when you will be engaged in dissertation. The allowance will be paid to you centrally along with your scholarship during the course of each semester. The allowance will be subject to tax. Book allowance is applicable and paid only when you are registered for the semester.

#### **5. Training Agreement:**

- i. This letter of enrolment is subject to the execution of a training agreement in the prescribed proforma with Wipro Limited, Sarjapur Road, Doddakannelli, Bengaluru-560035 on or before joining the program ("Training Agreement").
- ii. This Training agreement shall be for a total period of 60 Months where you will be mentored for developing your skills and knowledge. This included technical training, in various formats, both online and offline and practical experience in various projects. The Company invests on your behalf for the cost of these trainings. Should you discontinue the WILP program or your enrolment with WILP is cancelled for any reason whatsoever before the completion of 60 months from the date of joining, the training expenses of Rs.75,000/-(Rupees Seventy five thousand only) will have to be paid by you as detailed in the Training Agreement.

#### **6. PROJECT READINESS PROGRAM (PRP)**

Upon enrolment, you will have to undergo a Project Readiness Program (PRP) to prepare you to participate in projects. This is offered by Wipro's - Talent Transformation Department to all campus and off-campus selects. The broad objective of PRP is to equip you with the necessary knowledge and skills that will enable you to start working on real-life project work which is an integral part of the WILP.

#### **7. Regulations of Academic study:**

- i. You will be enrolled for M-Tech program with a renowned institution ("University") that collaborates with Wipro for WILP.
- ii. Course specialization includes but is not limited to Software Systems, Software Engineering, Information Technology, Computing Systems and Infrastructure Management, Data Analytics, IoT, Cloud, Digital & Cyber security, Embedded Systems.
- iii. Your specialization and enrolment would be decided based on prevailing business requirements and decision of the Company is final and binding.
- iv. You will not be able to change Specialization track after enrolment.
- v. Overall program duration is 4 years from date of enrolment of academic program.
- vi. As per the program structure, a WILP Scholar trainee will register and pursue 4 to 6 courses per semester over 7 semesters.
- vii. You will be required to submit a project work / dissertation in your final semester (8<sup>th</sup> semester of your program). This will enable you to advance your professional capabilities by applying concepts and techniques in projects.
- viii. Each course has multiple evaluation components. This includes an assignment component, quiz, mid-semester examination and comprehension examination. All evaluation components are mandatory for securing a pass grade in a course as prescribed by the partnering institution.

- ix. Contact classes are organized as per the handout and calendar prepared and shared by the University at the beginning of each semester. In the normal course, one session of 2 hours duration per course per contact class is organized.
- x. You will be called upon to undergo studies during the hours and days as may be fixed by the Company from time to time. Normally, the study hours would be from 9:00am to 6:00pm
- xi. The faculty will take attendance/circulate attendance sheets for every session. It is your responsibility to ensure that your attendances are recorded properly.
- xii. WILP Scholar trainees are expected to be on time for every session. Punctuality is non-negotiable and the faculty reserves the right to deny entry and attendance to late comers.
- xiii. Attending 75% of contact session is mandatory for each course to appear for examinations.
- xiv. Not attending classes for reasons like medical/on the job training /late coming/personal problems and other similar reasons would be treated as absenteeism.
- xv. Scholar trainees who fail to meet the minimum attendance criteria will not qualify for comprehension exams for any of the registered courses in that semester.
- xvi. For any reason, you are not able to meet the minimum attendance criteria or not complete the mandatory assignments / quiz / examinations in any semester, you are required to repeat the same semester as and when the next batch is organized. In such cases, rules and regulations governing academic programs at that time would be applicable. In addition, additional semesters fees are to be borne by you as prescribed by the University.
- xvii. At the end of each semester, the performance of each Scholar Trainee in a course, is specified as a letter grade which is obtained through a Relative Grading procedure
- xviii. Any Scholar trainee securing 3 or more cumulative fail grade at any point in time will be expelled from WILP Program.
- xix. The 8th semester of study is fully devoted for dissertation / project work
- xx. If a Scholar trainee's CGPA is less than 5.5, the Scholar trainee will not be permitted to register for the dissertation. He/she has to re-appear for exams and secure a CGPA of 5.5 before taking up the dissertation. Also, a Scholar trainee with an E grade in any course will not be permitted to register for the Dissertation
- xxi. Project / Dissertation work has to be carried out by each individual separately. Teamwork is not permitted.
- xxii. The dissertation has to be completed strictly as per the guidelines that are outlined by collaborating institution.
- xxiii. WILP Scholar trainees are expected to maintain decorum and discipline in line with Wipro's professional work culture and environment.
- xxiv. In cases where a Scholar trainee deviates from the expected behaviour as prescribed by the WILP and partnering institution from time to time , strict action will be taken and the decision of the WILP Team / faculty /, University would be final and binding.
- xxv. Breach of integrity will be dealt with sternly. Such Scholar trainees will be asked to discontinue their studies and also expelled from WILP program.
- xxvi. On successful completion of the study, you will be eligible to receive the M-Tech degree from the collaborating University, in recognition of your successfully completing the course.
- xxvii. All Scholar trainees of the WILP will be given testimonials at the end of the successful completion of the M-Tech degree program. The testimonial contains the timeline in the WILP and the kind of project works carried during this opportunity.

Mode of contact session, examination pattern and other academic program norms are subject to change based on the prevailing situation / University norms declared from time to time. Decision of the University would be final and binding.

## **8. Conflict of Interest:**

- i. During your enrolment period with the WILP, you will focus exclusively on the requirements of the program. In addition to your study and academic requirements, you are required to engage yourself exclusively in the work assigned by Wipro and shall not take up any independent or individual assignments (whether part time or full time, in an advisory capacity or otherwise) directly or indirectly without the express written consent of Head /



## Manager of WILP Academy

- ii. You shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any person who is involved in activities, which are or shall be in conflict with the interests of Wipro.
- iii. The Conflict of Interest Policy also refers to the need on your part, during your enrolment and for a period of one year from the cessation of your enrolment with WILP (irrespective of the circumstances of, or the reasons for, the cessation) not to solicit, induce or encourage:
  - a. Any student/scholar trainee of the WILP to abandon /withdraw their enrolment with the program or to accept enrolment and/or employment with any competitor, supplier or any customer with whom you have a connection.
  - b. Any employee of Wipro to terminate their employment with Wipro or to accept employment with any competitor, supplier or any customer with whom you have a connection.
  - c. Any customer or vendor of Wipro to move their existing business with Wipro to a third party or to terminate their business relationship with Wipro.
  - d. Any existing employee and/or student of WILP to become associated with, or perform services of any type for any third party.
- iv. In case of any conflict or doubt, please discuss the matter with Head / Manager of WILP, to understand Wipro's position on this and resolve the conflict.

## 9. Obligation and Responsibilities:

- i. During the study period you will be governed by the WILP regulations and instructions as may be modified, from time to time, in relation to conduct, discipline and other matters.
- ii. During your study as part of WILP, Company expects you to undergo study in the area in which you are placed, with a high standard of initiative and efficiency. This is critical and Company has zero tolerance towards any deviations.
- iii. You would not be allowed to seek membership of any local or public body without the written approval from the Head / Manager of WILP.
- iv. During the study period and thereafter, you would not be allowed to give out to anyone in writing or by word of mouth or otherwise, particulars or details of work - process, technical know-how, research carried out, security arrangements, or administrative and/or organizational matters of confidential or secret nature which you may come across during your academic study or become known to you by virtue of your undergoing study under WILP or otherwise.
- v. You are bound by all regulations, instructions and policies of the WILP and Wipro. These are updated / modified on a periodic basis and new policies may be introduced and notified to Scholar trainees from time to time and you will be bound to comply with the same.
- vi. In consideration of the opportunities, trainings and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by WILP/Wipro and in the course of your association with WILP. This covenant shall endure during your association and beyond the cessation of your association with WILP (irrespective of the circumstances of, or the reasons for, the cessation).
- vii. In connection with your association with Wipro as part of the WILP and during the term of your association upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business or academic session hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

During the period of academic study, if you develop or conceptualize inventions, ideas, concepts, discoveries, techniques and improvements (including without limitation computer software) solely or jointly with others in relation to the operation of the WILP / Wipro, such developments will be fully communicated to the WILP academy and will be the sole intellectual property of Wipro. You agree to cooperate in the execution of documents to facilitate the assignment of such intellectual property when required.

## 10. Confidentiality:

- i. In consideration of the opportunities, training and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by Wipro and in the course of your enrolment. This covenant shall endure during your enrolment and beyond the cessation of your enrolment with Wipro (irrespective of the circumstances of, or the reasons for, the cessation).
- ii. During your training on projects at Wipro, you will be expected not to use or disclose any confidential information, including trade secrets, of any former employer (if any) or other person with whom you have an obligation of confidentiality and by signing below you affirm that you have no conflicting obligations or non-compete agreements that would prevent you from working without limitation for Wipro.

## **11. Assignment of Intellectual Property**

In connection with your enrolment and during the term of your enrolment, upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

## **12. Posting**

During the initial study period, initially you would be made familiar with Wipro, but you may if needed be re-assigned or transferred to another division, department, establishment or new location where Wipro, has its office or operation and WILP classes are running in the particular location, in India, without enhancing the scholarship amount. On placement of this nature, you will also be governed by the disciplinary rules and regulations as applicable in that unit/branch. You may also be placed in any sister company of Wipro, for practical studies.

## **13. Misconduct:**

- i. In case you are charged with any misconduct or disciplinary issue during your study period, your enrolment with WILP may be temporarily placed on suspension without payment of scholarship amount, for such period as Wipro may deem fit. If the charges against you are proved to be true, your enrolment may be immediately cancelled, without any notice or payment of scholarship in lieu of notice notwithstanding any clause of this letter of enrolment. It is clarified that this clause is without prejudice to Wipro's rights to enforce the Training Agreement duly signed by you even after cancellation of your enrolment for whatever reasons as the case may be.
- ii. Notwithstanding the condition regarding written notice of termination and without prejudice to Wipro's right to enforce the Training agreement, Wipro shall have the right to terminate your academic study without any notice or payment of scholarship in lieu thereof, if any declaration given or information furnished by you to WILP/ Wipro is found to be false or if you are found to have willfully suppressed any material information.

**Please note that at any stage, whether during your selection process or upon enrolment with the WILP, if it is brought to our notice that you have indulged in malpractices or used illegal means to clear your online assessment, Wipro shall withdraw or revoke the enrolment and cancel the same with immediate effect and we reserve our rights to take suitable action against you as we may deem fit.**

## **14. Cancellation of Enrolment:**

Notwithstanding any of the clauses of this letter of enrolment, Company reserves the right at its sole discretion to cancel this enrolment during the study period without assigning any reason, by giving one month's (30 days) notice or one month's scholarship/stipend in lieu of notice.

## **15. Study Hours:**

- i. As a Scholar Trainee – Work Integrated Learning Program, you will be called upon to undergo studies during the hours and days as may be fixed by WILP from time to time as per the University requirements.
- ii. You would be assigned to any of the locations and any project work as part of your WILP as may be decided by the Company.
- iii. The full day lecture sessions will be held at any of Wipro's other establishments/outsourced venue. You may also be called upon to attend academic study as and when required on holidays, as may be scheduled in accordance with the convenience of the organizing team of the WILP.
- iv. The university will plan contact classes in multiple format to suit the project work situations and university guidelines such as contact classes in ILT (instructor Led training) and / or VILT (virtual Instructor Led Training and Self-Directed / Recorded lecture sessions).

## 16. General:

- i. This letter of enrolment is subject to the condition that you have not provided us with any false declaration or wilfully suppressed any material information. If you have, you will be liable for cancellation of enrolment from the WILP without any prior notice.
- ii. The terms of this letter of enrolment may be specifically enforced legally, if required. In this connection, if any of the provisions of this letter are declared or found to be void or unenforceable due to any reason whatsoever, the remaining provisions of this letter shall continue in full force and effect.
- iii. These enrolment terms supersede and replace any existing agreement or understanding, if any, between Wipro and you relating to the same subject matter.
- iv. You warrant that you are not prevented by a court or by any other administrative or judicial order from enrolling under this agreement. In the event that you are not a citizen of the country of posting, you should have a valid work permit to work in the country of posting.
- v. During the period of enrolment you are required to comply with all policies of WILP and Wipro. These policies are updated / modified on a periodic basis and new policies may be introduced and notified to the Scholar Trainees from time to time. You agree to comply with all policies as modified from time to time.

## 17. On Completion/Cancellation of Academic Program:

- i. On Completion of the academic program or cancellation of your enrolment , as the case may be, you will immediately surrender to Wipro/ the Academy all specifications, formulae, documents, literature, drawings or records, etc. belonging to Wipro/ the Academy or relating to its business and shall not make or retain any copies of these items.
- ii. You are not eligible to receive testimonial certificate if you do not successfully complete the academic study in accordance with this letter of enrolment and the study scheme formulated by the Academy.
- iii. Wipro reserves the right to offer employment at its sole discretion to a Scholar trainee on successful and satisfactory completion of the academic study.

## 18. Acceptance of Enrolment Letter:

Upon accepting the above terms and conditions, you are required to return the duplicate of this letter of enrolment, duly signed by you as a token of your acceptance on the day of joining WILP program.

Please confirm that the above terms are acceptable to you and that you accept the enrolment by signing a copy of this letter of enrolment and submit the same on the date of joining.

## 19. Work Allocation:

As part of your work responsibilities, you may be assigned to work on certain projects/accounts or other assignments as may be deemed fit by the Company in its sole discretion. Refusal to accept and deliver on such assignments shall be treated as a refusal to work and may result in termination of your employment or other disciplinary action.

Yours sincerely,

For **Wipro Limited**,



**Aparna Shailen**  
**General Manager - Human Resources**

I have read, understood and agree to accept the enrolment on the terms and conditions herein.

I shall be present for the induction session on

## **ANNEXURE I**

### **CONFIRMATION ON SHARING PERSONAL INFORMATION (AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT, 2000)**

I Radheshyam Thakur, confirm that I am voluntarily sharing my Personal Information with Wipro Limited ('Wipro') being a part of WILP of Wipro for the following purposes:

- a. validating my application form and retaining records on the same for any future reference/verification;
- b. processing my application form including background verification checks;
- c. academic study related actions including record keeping, processing scholarship advance and benefits and any action required in the context of my enrolment with Wipro, being a part of WILP.

In this context, I also agree to the retention of such Personal Information by Wipro for any future reference/verification and authorize Wipro to transfer the same to a third party.

I understand that 'Personal Information' means any information, relating to me that is available with Wipro and is capable of identifying me."

## **ANNEXURE II**

I hereby confirm that I shall submit the required academic certificate including but not limited to mark sheet and Provisional or Convocation Degree Certificate within 3 months from my date of joining. I understand that my enrolment is subject to my aggregate meeting the Wipro eligibility criteria and submission of the above mentioned documents.

I hereby declare that all the particulars mentioned above are true to the best of my knowledge. In the event of my failure to submit the above mentioned documents or in case of any discrepancy, I shall be liable for termination of my enrolment with Wipro.

## **ANNEXURE – III**

### **INITIAL INDUCTION PROGRAM**

The Talent Transformation team at Wipro groom's campus selects to help them face the challenges of the corporate world.

A holistic 360 degree approach to training is adopted and helps them hone their fundamental computer skills followed by insights into Wipro businesses, process, technology and behavioural skills.

To understand and appreciate the mindset of the young Trainees and ensure that the transformation is smooth, the induction program is done by a team of dedicated professionals who have exposure to the academic and corporate sectors alike. Project Readiness Program (PRP) is a training program designed to address the basic learning needs of the Trainees.

#### **Corporate Readiness Program - CRP**

The CRP program is focused on making young Trainees comfortable in a corporate environment. This program starts with a corporate induction.

"EMERGE" a behavioural skills building training program ensures that the fresh Trainee start feeling at ease in the "corporate world". This activity based behavioural intervention informs the new entrants about the corporate work culture and business etiquette.

#### **Technology Readiness Program - TRP**

The technology training provides critical technical skills required to work on projects allocated to Trainees and prepare to face the demands of the project world. We begin doing this by familiarizing with Wipro's businesses and work environment.

The methodology of training is "Project Based Learning" (PBL) approach, the entire learning is designed around a series of projects that the recruits are expected to complete individually by learning and applying various topics required to complete the project. Starting with individual projects, the PBL approach ends with recruits working on a team project.

## **ANNEXURE – IV**

I have read and understood the terms of my enrolment letter. I agree and acknowledge that I am a Student/Scholar trainee with Wipro's WILP. I further undertake that I shall not represent to any person within Wipro or any other third

party that I am an employee of Wipro Ltd and I fully understand that such false representation shall entail severe disciplinary action including immediate cancellation of my enrolment.

### **Travel, Accommodation, Food & Other Miscellaneous Expenses**

#### **Travel**

- i. You would be entitled for Rs. 1500 from the date of appointment as a lump sum amount that will be credited with your first month stipend. You may utilize this amount towards Travel and you would not need to submit bills towards usage of this amount.
- ii. There is no provision for reimbursement/allowance towards any expenses incurred in lieu of attending training or classes at different locations in the same city.

#### **Accommodation, Food & other Miscellaneous Expenses**

- i. You would be entitled for Rs.400 per day for 8 days (total amount of Rs.3,200) from the date of joining. You may utilize this amount towards accommodation, food & other miscellaneous expenses. This would be paid as a lump sum amount that will be credited with your first month stipend and you would not need to submit bills towards usage of this amount.
- ii. If your posting location (the location where you would be based out of after training) is different from the training location (location where you undergo initial training), you would be entitled for the following:  
  
Settlement and Miscellaneous Expenses: Rs.1200 per day for 7 days (total amount of Rs. 8,400) from the date of reporting to the posting location. You may utilize this amount towards boarding, lodging, conveyance & other miscellaneous expenses.
- iii. Any location change after reporting to posting location will be treated as relocation/transfer and will be covered under the Transfer policy for Team Rainbow. For details you can refer the policy at myWipro-> My Policies -> India->My Travel>Transfer Policy-Team Rainbow.
- iv. Campus joiners would not be eligible for accommodation at the Wipro guest houses.

**Please note in the event that the employee leaves the organization within 6 months from the date of joining, all payments processed under Joining & Relocation Entitlements shall be recovered from the employee at the time of exit.**

**Skill Preferences 1 :** [DAAI -Cloud & Digital Database](#)

**Location Preferences 1 :** [Bangalore](#)

**Skill Preferences 2 :** [CEP-SAP-ABAP](#)

**Location Preferences 2 :** [Mysore](#)

**Skill Preferences 3 :** [Python App](#)

**Location Preferences 3 :** [Chennai](#)

☒ Accept ☐ Decline

☒ **Signature** [Radheshyam Thakur 25/1/2023 10:00 PM](#)  
(checking the checkbox above is equivalent to a handwritten signature)

Registered Office:

**Wipro Limited** T :+91 (80) 2844 0011

Doddakannelli F :+91 (80) 2844 0054

Sarjapur Road E :info@wipro.com

Bengaluru 560 035 W :wipro.com

India C :L32102KA1945PLC020800

26168298



## Welcome to Wipro's Work Integrated Learning Program ("WILP")

**Work Integrated Learning Programme**  
**Wipro Limited, Dodda Kannelli**  
**Sarjapur Road, Bengaluru - 560 035.**  
**Phone: (080) 28440011/12, Fax: (080) 28440256**

Dear SASHIDHARAN K S,

### **Sub: Enrolment letter to Wipro's Work Integrated Learning Program ("WILP") as Scholar Trainee – Work Integrated Learning Program**

Welcome to WILP!

With reference to your application, it is our pleasure to enroll you as a Scholar Trainee – Work Integrated Learning Program. This is a scholarship program customized as a robust academic and training program which will enable you to obtain M-Tech degree from one of the premier engineering institution / University in India.

The duration of the academic program shall be 48 months from the **date of enrolment to the academic program**. You will be enrolled into the academic program within 12 months from date of joining. Your date of joining will be intimated through a separate communication.

We hope you enjoy the learning with WILP and have an enriching experience being a part of Wipro Limited ("Wipro or "Company").

Please read through the terms and conditions of your enrolment as provided below.

We look forward to having a long and fruitful relationship with you at WILP, Wish you all the best!

Yours sincerely,  
For **Wipro Limited**,

**Aparna Shailen**  
**General Manager - Human Resources**

### **Endorsement**

I accept the enrolment and the terms and conditions thereof as specified below. I shall report for undergoing study on

### **Terms & Conditions of Scholarship**

#### **1. PROFILE:**

You have been selected to be a part of Wipro's WILP and are enrolled as a Scholar Trainee- Work Integrated Learning Program. Upon joining WILP, you will have to undergo a "Project Readiness Program" ('PRP') that prepares you to participate in projects at the Company as part of this learning program. This robust academic program will also enable you to obtain **M-Tech degree from one of the premier engineering Institution / University** upon successful completion of the course.

#### **2. DURATION:**

The duration of your academic program will be for a period of 48 months from the date of enrolment to the academic program. You will be enrolled into the academic program within 12 months from date of joining. Unless the Company extends the period of your study in writing, which is done solely at the discretion of the Company, your enrolment would automatically terminate at the end of the stated 48 months.

In case the Company extends the academic period (in writing) you will continue to be enrolled as a Scholar Trainee – Work Integrated Learning Program with WILP.

### 3. Appointment details:

We provide support to our global customers through various Company locations in India to suit customer requirements by operating 24x7. You would be operating from any of these locations and in any of the shifts, including night shift, as may be decided by the Company, keeping in mind the business needs and deliverables to customers.

### 4. Scholarship/Stipend and Benefits

During your period of enrolment, you would be entitled to a consolidated monthly scholarship.

Apart from the monthly scholarship, the Company will provide you with life & accidental insurance that would include a cover for you, the premium / cost will be taken care of by Wipro. This is a voluntary benefit offered by the Company and the details of the same are listed below.

- i. A Group Personal Accident Insurance (GPAI) coverage of **Rs.12,00,000/-**. You could also choose to get additional coverage for a nominal and highly negotiated premium. More details on the policy are available in My Policies section in myWipro, the HR portal at Wipro.
- ii. Group Life Insurance coverage of **Rs.14, 00,000/-**. This sum insured is inclusive of cover as per EDLI (Employee Deposit Linked Insurance). You can also get an extra coverage for a nominal and highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

In addition to the above, you are also eligible for medical insurance cover towards hospitalization.

You are eligible for a floater coverage of Rs.2,00,000/- per annum for family (self, spouse & children) towards hospitalization. There will be a deduction from your monthly scholarship/stipend depending on your marital/family status towards the base sum insured premium. 10% of the claim amount would need to be borne by the employee/Scholar trainee.

Base Medical insurance is to be availed by the employee as default. It is accounted for in deductions as a nominal monthly charge. Top-Up cover is voluntary and charged as applicable during renewal timelines.

If you wish to enhance the coverage, a top up cover option is also available for a highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

The below table lists down your scholarship details:

| Period      | Scholarship | ESI | Consolidated Scholarship (Rs. Per Month) |
|-------------|-------------|-----|------------------------------------------|
| First year  | 15000       | 488 | 15,488/- (*)                             |
| Second year | 17000       | 553 | 17,553/- (*)                             |
| Third year  | 19000       | 618 | 19,618/- (*)                             |
| Fourth year | 23000       | 0   | 23,000/- (*)                             |

(\*) You shall be responsible for payment of all statutory contributions, taxes, dues and levies as may be required under the relevant laws including contributions under Employees' State Insurance Corporation Act (**at 0.75% of your Scholarship**) as and when applicable to you. Such contributions, taxes, dues and levies where required, shall be deducted from your Scholarship and benefits according to applicable laws and regulations.

Your fourth-year scholarship will continue until completion of your M-Tech program. Your enrolment into the MTech academic program within 12 months from date of joining.

You shall be eligible to receive a onetime "joining bonus" of Rs.75,000 after you join Wipro along with your first month salary. All applicable taxes on the payment of this amount will be borne by you. Please note in the event you leave the organization within 12 months from the date of joining, payment processed under Joining bonus shall be recovered from the employee at the time of exit.

The enhancement of the scholarship at the end of each academic year of study will be at the discretion of the Company and subject to your satisfactory progress of study, acquisition of skills, behavior, regularity and punctuality in attendance. Your continued enrolment in the course, will be at the discretion of the Company, and is subject to satisfactory academic performance and other requirements as prescribed in the WILP portal.

In case your project performance at any stage is not found to be at par with the requirement of WILP, then you would be placed on performance improvement program (PIP). If you fail to successfully complete the PIP, the Company may at its sole discretion discontinue your enrolment in the WILP program.

#### **Book Allowance:**

A Book Allowance of Rs.1,250/- will be provided to you per semester. This allowance will be given every semester except the last semester when you will be engaged in dissertation. The allowance will be paid to you centrally along with your scholarship during the course of each semester. The allowance will be subject to tax. Book allowance is applicable and paid only when you are registered for the semester.

#### **5. Training Agreement:**

- i. This letter of enrolment is subject to the execution of a training agreement in the prescribed proforma with Wipro Limited, Sarjapur Road, Doddakannelli, Bengaluru-560035 on or before joining the program ("Training Agreement").
- ii. This Training agreement shall be for a total period of 60 Months where you will be mentored for developing your skills and knowledge. This included technical training, in various formats, both online and offline and practical experience in various projects. The Company invests on your behalf for the cost of these trainings. Should you discontinue the WILP program or your enrolment with WILP is cancelled for any reason whatsoever before the completion of 60 months from the date of joining, the training expenses of Rs.75,000/- (Rupees Seventy five thousand only) will have to be paid by you as detailed in the Training Agreement.

#### **6. PROJECT READINESS PROGRAM (PRP)**

Upon enrolment, you will have to undergo a Project Readiness Program (PRP) to prepare you to participate in projects. This is offered by Wipro's - Talent Transformation Department to all campus and off-campus selects. The broad objective of PRP is to equip you with the necessary knowledge and skills that will enable you to start working on real-life project work which is an integral part of the WILP.

#### **7. Regulations of Academic study:**

- i. You will be enrolled for M-Tech program with a renowned institution ("University") that collaborates with Wipro for WILP.
- ii. Course specialization includes but is not limited to Software Systems, Software Engineering, Information Technology, Computing Systems and Infrastructure Management, Data Analytics, IoT, Cloud, Digital & Cyber security, Embedded Systems.
- iii. Your specialization and enrolment would be decided based on prevailing business requirements and decision of the Company is final and binding.
- iv. You will not be able to change Specialization track after enrolment.
- v. Overall program duration is 4 years from date of enrolment of academic program.
- vi. As per the program structure, a WILP Scholar trainee will register and pursue 4 to 6 courses per semester over 7 semesters.
- vii. You will be required to submit a project work / dissertation in your final semester (8<sup>th</sup> semester of your program). This will enable you to advance your professional capabilities by applying concepts and techniques in projects.
- viii. Each course has multiple evaluation components. This includes an assignment component, quiz, mid-semester examination and comprehension examination. All evaluation components are mandatory for securing a pass grade in a course as prescribed by the partnering institution.



- ix. Contact classes are organized as per the handout and calendar prepared and shared by the University at the beginning of each semester. In the normal course, one session of 2 hours duration per course per contact class is organized.
- x. You will be called upon to undergo studies during the hours and days as may be fixed by the Company from time to time. Normally, the study hours would be from 9:00am to 6:00pm
- xi. The faculty will take attendance/circulate attendance sheets for every session. It is your responsibility to ensure that your attendances are recorded properly.
- xii. WILP Scholar trainees are expected to be on time for every session. Punctuality is non-negotiable and the faculty reserves the right to deny entry and attendance to late comers.
- xiii. Attending 75% of contact session is mandatory for each course to appear for examinations.
- xiv. Not attending classes for reasons like medical/on the job training /late coming/personal problems and other similar reasons would be treated as absenteeism.
- xv. Scholar trainees who fail to meet the minimum attendance criteria will not qualify for comprehension exams for any of the registered courses in that semester.
- xvi. For any reason, you are not able to meet the minimum attendance criteria or not complete the mandatory assignments / quiz / examinations in any semester, you are required to repeat the same semester as and when the next batch is organized. In such cases, rules and regulations governing academic programs at that time would be applicable. In addition, additional semesters fees are to be borne by you as prescribed by the University.
- xvii. At the end of each semester, the performance of each Scholar Trainee in a course, is specified as a letter grade which is obtained through a Relative Grading procedure
- xviii. Any Scholar trainee securing 3 or more cumulative fail grade at any point in time will be expelled from WILP Program.
- xix. The 8th semester of study is fully devoted for dissertation / project work
- xx. If a Scholar trainee's CGPA is less than 5.5, the Scholar trainee will not be permitted to register for the dissertation. He/she has to re-appear for exams and secure a CGPA of 5.5 before taking up the dissertation. Also, a Scholar trainee with an E grade in any course will not be permitted to register for the Dissertation
- xxi. Project / Dissertation work has to be carried out by each individual separately. Teamwork is not permitted.
- xxii. The dissertation has to be completed strictly as per the guidelines that are outlined by collaborating institution.
- xxiii. WILP Scholar trainees are expected to maintain decorum and discipline in line with Wipro's professional work culture and environment.
- xxiv. In cases where a Scholar trainee deviates from the expected behaviour as prescribed by the WILP and partnering institution from time to time , strict action will be taken and the decision of the WILP Team / faculty /, University would be final and binding.
- xxv. Breach of integrity will be dealt with sternly. Such Scholar trainees will be asked to discontinue their studies and also expelled from WILP program.
- xxvi. On successful completion of the study, you will be eligible to receive the M-Tech degree from the collaborating University, in recognition of your successfully completing the course.
- xxvii. All Scholar trainees of the WILP will be given testimonials at the end of the successful completion of the M-Tech degree program. The testimonial contains the timeline in the WILP and the kind of project works carried during this opportunity.

Mode of contact session, examination pattern and other academic program norms are subject to change based on the prevailing situation / University norms declared from time to time. Decision of the University would be final and binding.

## **8. Conflict of Interest:**

- i. During your enrolment period with the WILP, you will focus exclusively on the requirements of the program. In addition to your study and academic requirements, you are required to engage yourself exclusively in the work assigned by Wipro and shall not take up any independent or individual assignments (whether part time or full time, in an advisory capacity or otherwise) directly or indirectly without the express written consent of Head /

## Manager of WILP Academy

- ii. You shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any person who is involved in activities, which are or shall be in conflict with the interests of Wipro.
- iii. The Conflict of Interest Policy also refers to the need on your part, during your enrolment and for a period of one year from the cessation of your enrolment with WILP (irrespective of the circumstances of, or the reasons for, the cessation) not to solicit, induce or encourage:
  - a. Any student/scholar trainee of the WILP to abandon /withdraw their enrolment with the program or to accept enrolment and/or employment with any competitor, supplier or any customer with whom you have a connection.
  - b. Any employee of Wipro to terminate their employment with Wipro or to accept employment with any competitor, supplier or any customer with whom you have a connection.
  - c. Any customer or vendor of Wipro to move their existing business with Wipro to a third party or to terminate their business relationship with Wipro.
  - d. Any existing employee and/or student of WILP to become associated with, or perform services of any type for any third party.
- iv. In case of any conflict or doubt, please discuss the matter with Head / Manager of WILP, to understand Wipro's position on this and resolve the conflict.

## 9. Obligation and Responsibilities:

- i. During the study period you will be governed by the WILP regulations and instructions as may be modified, from time to time, in relation to conduct, discipline and other matters.
- ii. During your study as part of WILP, Company expects you to undergo study in the area in which you are placed, with a high standard of initiative and efficiency. This is critical and Company has zero tolerance towards any deviations.
- iii. You would not be allowed to seek membership of any local or public body without the written approval from the Head / Manager of WILP.
- iv. During the study period and thereafter, you would not be allowed to give out to anyone in writing or by word of mouth or otherwise, particulars or details of work - process, technical know-how, research carried out, security arrangements, or administrative and/or organizational matters of confidential or secret nature which you may come across during your academic study or become known to you by virtue of your undergoing study under WILP or otherwise.
- v. You are bound by all regulations, instructions and policies of the WILP and Wipro. These are updated / modified on a periodic basis and new policies may be introduced and notified to Scholar trainees from time to time and you will be bound to comply with the same.
- vi. In consideration of the opportunities, trainings and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by WILP/Wipro and in the course of your association with WILP. This covenant shall endure during your association and beyond the cessation of your association with WILP (irrespective of the circumstances of, or the reasons for, the cessation).
- vii. In connection with your association with Wipro as part of the WILP and during the term of your association upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business or academic session hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

During the period of academic study, if you develop or conceptualize inventions, ideas, concepts, discoveries, techniques and improvements (including without limitation computer software) solely or jointly with others in relation to the operation of the WILP / Wipro, such developments will be fully communicated to the WILP academy and will be the sole intellectual property of Wipro. You agree to cooperate in the execution of documents to facilitate the assignment of such intellectual property when required.

## 10. Confidentiality:

- i. In consideration of the opportunities, training and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by Wipro and in the course of your enrolment. This covenant shall endure during your enrolment and beyond the cessation of your enrolment with Wipro (irrespective of the circumstances of, or the reasons for, the cessation).
- ii. During your training on projects at Wipro, you will be expected not to use or disclose any confidential information, including trade secrets, of any former employer (if any) or other person with whom you have an obligation of confidentiality and by signing below you affirm that you have no conflicting obligations or non-compete agreements that would prevent you from working without limitation for Wipro.

## **11. Assignment of Intellectual Property**

In connection with your enrolment and during the term of your enrolment, upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

## **12. Posting**

During the initial study period, initially you would be made familiar with Wipro, but you may if needed be re-assigned or transferred to another division, department, establishment or new location where Wipro, has its office or operation and WILP classes are running in the particular location, in India, without enhancing the scholarship amount. On placement of this nature, you will also be governed by the disciplinary rules and regulations as applicable in that unit/branch. You may also be placed in any sister company of Wipro, for practical studies.

## **13. Misconduct:**

- i. In case you are charged with any misconduct or disciplinary issue during your study period, your enrolment with WILP may be temporarily placed on suspension without payment of scholarship amount, for such period as Wipro may deem fit. If the charges against you are proved to be true, your enrolment may be immediately cancelled, without any notice or payment of scholarship in lieu of notice notwithstanding any clause of this letter of enrolment. It is clarified that this clause is without prejudice to Wipro's rights to enforce the Training Agreement duly signed by you even after cancellation of your enrolment for whatever reasons as the case may be.
- ii. Notwithstanding the condition regarding written notice of termination and without prejudice to Wipro's right to enforce the Training agreement, Wipro shall have the right to terminate your academic study without any notice or payment of scholarship in lieu thereof, if any declaration given or information furnished by you to WILP/ Wipro is found to be false or if you are found to have willfully suppressed any material information.

**Please note that at any stage, whether during your selection process or upon enrolment with the WILP, if it is brought to our notice that you have indulged in malpractices or used illegal means to clear your online assessment, Wipro shall withdraw or revoke the enrolment and cancel the same with immediate effect and we reserve our rights to take suitable action against you as we may deem fit.**

## **14. Cancellation of Enrolment:**

Notwithstanding any of the clauses of this letter of enrolment, Company reserves the right at its sole discretion to cancel this enrolment during the study period without assigning any reason, by giving one month's (30 days) notice or one month's scholarship/stipend in lieu of notice.

## **15. Study Hours:**

- i. As a Scholar Trainee – Work Integrated Learning Program, you will be called upon to undergo studies during the hours and days as may be fixed by WILP from time to time as per the University requirements.
- ii. You would be assigned to any of the locations and any project work as part of your WILP as may be decided by the Company.
- iii. The full day lecture sessions will be held at any of Wipro's other establishments/outourced venue. You may also be called upon to attend academic study as and when required on holidays, as may be scheduled in accordance with the convenience of the organizing team of the WILP.
- iv. The university will plan contact classes in multiple format to suit the project work situations and university guidelines such as contact classes in ILT (instructor Led training) and / or VILT (virtual Instructor Led Training and Self-Directed / Recorded lecture sessions).

## 16. General:

- i. This letter of enrolment is subject to the condition that you have not provided us with any false declaration or wilfully suppressed any material information. If you have, you will be liable for cancellation of enrolment from the WILP without any prior notice.
- ii. The terms of this letter of enrolment may be specifically enforced legally, if required. In this connection, if any of the provisions of this letter are declared or found to be void or unenforceable due to any reason whatsoever, the remaining provisions of this letter shall continue in full force and effect.
- iii. These enrolment terms supersede and replace any existing agreement or understanding, if any, between Wipro and you relating to the same subject matter.
- iv. You warrant that you are not prevented by a court or by any other administrative or judicial order from enrolling under this agreement. In the event that you are not a citizen of the country of posting, you should have a valid work permit to work in the country of posting.
- v. During the period of enrolment you are required to comply with all policies of WILP and Wipro. These policies are updated / modified on a periodic basis and new policies may be introduced and notified to the Scholar Trainees from time to time. You agree to comply with all policies as modified from time to time.

## 17. On Completion/Cancellation of Academic Program:

- i. On Completion of the academic program or cancellation of your enrolment, as the case may be, you will immediately surrender to Wipro/ the Academy all specifications, formulae, documents, literature, drawings or records, etc. belonging to Wipro/ the Academy or relating to its business and shall not make or retain any copies of these items.
- ii. You are not eligible to receive testimonial certificate if you do not successfully complete the academic study in accordance with this letter of enrolment and the study scheme formulated by the Academy.
- iii. Wipro reserves the right to offer employment at its sole discretion to a Scholar trainee on successful and satisfactory completion of the academic study.

## 18. Acceptance of Enrolment Letter:

Upon accepting the above terms and conditions, you are required to return the duplicate of this letter of enrolment, duly signed by you as a token of your acceptance on the day of joining WILP program.

Please confirm that the above terms are acceptable to you and that you accept the enrolment by signing a copy of this letter of enrolment and submit the same on the date of joining.

## 19. Work Allocation:

As part of your work responsibilities, you may be assigned to work on certain projects/accounts or other assignments as may be deemed fit by the Company in its sole discretion. Refusal to accept and deliver on such assignments shall be treated as a refusal to work and may result in termination of your employment or other disciplinary action.

Yours sincerely,

For **Wipro Limited**,



**Aparna Shailen**  
**General Manager - Human Resources**

I have read, understood and agree to accept the enrolment on the terms and conditions herein.

I shall be present for the induction session on

## **ANNEXURE I**

### **CONFIRMATION ON SHARING PERSONAL INFORMATION (AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT, 2000)**

I Radheshyam Thakur, confirm that I am voluntarily sharing my Personal Information with Wipro Limited ('Wipro') being a part of WILP of Wipro for the following purposes:

- a. validating my application form and retaining records on the same for any future reference/verification;
- b. processing my application form including background verification checks;
- c. academic study related actions including record keeping, processing scholarship advance and benefits and any action required in the context of my enrolment with Wipro, being a part of WILP.

In this context, I also agree to the retention of such Personal Information by Wipro for any future reference/verification and authorize Wipro to transfer the same to a third party.

I understand that 'Personal Information' means any information, relating to me that is available with Wipro and is capable of identifying me."

## **ANNEXURE II**

I hereby confirm that I shall submit the required academic certificate including but not limited to mark sheet and Provisional or Convocation Degree Certificate within 3 months from my date of joining. I understand that my enrolment is subject to my aggregate meeting the Wipro eligibility criteria and submission of the above mentioned documents.

I hereby declare that all the particulars mentioned above are true to the best of my knowledge. In the event of my failure to submit the above mentioned documents or in case of any discrepancy, I shall be liable for termination of my enrolment with Wipro.

## **ANNEXURE – III**

### **INITIAL INDUCTION PROGRAM**

The Talent Transformation team at Wipro groom's campus selects to help them face the challenges of the corporate world.

A holistic 360 degree approach to training is adopted and helps them hone their fundamental computer skills followed by insights into Wipro businesses, process, technology and behavioural skills.

To understand and appreciate the mindset of the young Trainees and ensure that the transformation is smooth, the induction program is done by a team of dedicated professionals who have exposure to the academic and corporate sectors alike. Project Readiness Program (PRP) is a training program designed to address the basic learning needs of the Trainees.

#### **Corporate Readiness Program - CRP**

The CRP program is focused on making young Trainees comfortable in a corporate environment. This program starts with a corporate induction.

"EMERGE" a behavioural skills building training program ensures that the fresh Trainee start feeling at ease in the "corporate world". This activity based behavioural intervention informs the new entrants about the corporate work culture and business etiquette.

#### **Technology Readiness Program - TRP**

The technology training provides critical technical skills required to work on projects allocated to Trainees and prepare to face the demands of the project world. We begin doing this by familiarizing with Wipro's businesses and work environment.

The methodology of training is "Project Based Learning" (PBL) approach, the entire learning is designed around a series of projects that the recruits are expected to complete individually by learning and applying various topics required to complete the project. Starting with individual projects, the PBL approach ends with recruits working on a team project.

## **ANNEXURE – IV**

I have read and understood the terms of my enrolment letter. I agree and acknowledge that I am a Student/Scholar trainee with Wipro's WILP. I further undertake that I shall not represent to any person within Wipro or any other third

party that I am an employee of Wipro Ltd and I fully understand that such false representation shall entail severe disciplinary action including immediate cancellation of my enrolment.

### **Travel, Accommodation, Food & Other Miscellaneous Expenses**

#### **Travel**

- i. You would be entitled for Rs. 1500 from the date of appointment as a lump sum amount that will be credited with your first month stipend. You may utilize this amount towards Travel and you would not need to submit bills towards usage of this amount.
- ii. There is no provision for reimbursement/allowance towards any expenses incurred in lieu of attending training or classes at different locations in the same city.

#### **Accommodation, Food & other Miscellaneous Expenses**

- i. You would be entitled for Rs.400 per day for 8 days (total amount of Rs.3,200) from the date of joining. You may utilize this amount towards accommodation, food & other miscellaneous expenses. This would be paid as a lump sum amount that will be credited with your first month stipend and you would not need to submit bills towards usage of this amount.
- ii. If your posting location (the location where you would be based out of after training) is different from the training location (location where you undergo initial training), you would be entitled for the following:  
  
Settlement and Miscellaneous Expenses: Rs.1200 per day for 7 days (total amount of Rs. 8,400) from the date of reporting to the posting location. You may utilize this amount towards boarding, lodging, conveyance & other miscellaneous expenses.
- iii. Any location change after reporting to posting location will be treated as relocation/transfer and will be covered under the Transfer policy for Team Rainbow. For details you can refer the policy at myWipro-> My Policies -> India->My Travel>Transfer Policy-Team Rainbow.
- iv. Campus joiners would not be eligible for accommodation at the Wipro guest houses.

**Please note in the event that the employee leaves the organization within 6 months from the date of joining, all payments processed under Joining & Relocation Entitlements shall be recovered from the employee at the time of exit.**

**Skill Preferences 1 :** [DAAI -Cloud & Digital Database](#)

**Location Preferences 1 :** [Bangalore](#)

**Skill Preferences 2 :** [CEP-SAP-ABAP](#)

**Location Preferences 2 :** [Mysore](#)

**Skill Preferences 3 :** [Python App](#)

**Location Preferences 3 :** [Chennai](#)

☒ Accept ☐ Decline

☒ **Signature** [Radheshyam Thakur 25/1/2023 10:00 PM](#)

(checking the checkbox above is equivalent to a handwritten signature)

Registered Office:

**Wipro  
Limited**

**T :**+91 (80) 2844 0011

Doddakannelli

**F :**+91 (80) 2844 0054

Sarjapur  
Road

**E :**info@wipro.com

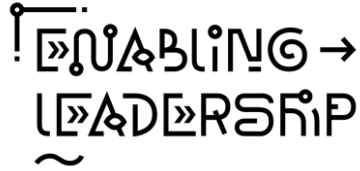
Bengaluru  
560 035

**W :**wipro.com

India

**C :**L32102KA1945PLC020800

26168298



ENABLING LEADERSHIP FOUNDATION

#1101, Cabin No. 311/A, 3rd Floor, 24th Main, JP Nagar, 1st Phase,

Bangalore: 560078, Karnataka, India

Dear Sathya E,

Thank you for applying for the role of Program Associate in our Build Maya Program. Based on the conversations we have had during the past few weeks, we would like to formally offer you the position of **Program Associate** at **Enabling Leadership India**.

This is a full-time position based in **Bangalore**. You will be reporting to Program Manager, Bangalore. Your expected starting date is **18<sup>th</sup> April 2022**. Your Key Performance Indicators will be shared by your direct manager.

We will be offering you an **Annual CTC of 3,24,000 INR** (subject to statutory deductions of PF, Prof Tax & any other applicable taxes). Your work-related travel will be handled separately.

We would like to have your response by **11<sup>th</sup> April 2022**. A formal contract will be sent to you after your acceptance of this offer.

Please feel free to contact me via email or phone, should you have any questions.

We are all looking forward to having you on our team.

Warm Regards

*Soujanya Jandhyala*

Human Resource, India

Soujanya Jandhyala

(on behalf of Enabling Leadership Foundation)

■■■

CIN Number - 80900KA2021NPL148987

Telephone No. Ph: 080-42711000

Email: [info@enablingleadership.org](mailto:info@enablingleadership.org)

[enablingleadership.org](http://enablingleadership.org)



## Welcome to Wipro's Work Integrated Learning Program ("WILP")

**Work Integrated Learning Programme**  
**Wipro Limited, Dodda Kannelli**  
**Sarjapur Road, Bengaluru - 560 035.**  
**Phone: (080) 28440011/12, Fax: (080) 28440256**

Dear SATYAM KUMAR,

### **Sub: Enrolment letter to Wipro's Work Integrated Learning Program ("WILP") as Scholar Trainee – Work Integrated Learning Program**

Welcome to WILP!

With reference to your application, it is our pleasure to enroll you as a Scholar Trainee – Work Integrated Learning Program. This is a scholarship program customized as a robust academic and training program which will enable you to obtain M-Tech degree from one of the premier engineering institution / University in India.

The duration of the academic program shall be 48 months from the **date of enrolment to the academic program**. You will be enrolled into the academic program within 12 months from date of joining. Your date of joining will be intimated through a separate communication.

We hope you enjoy the learning with WILP and have an enriching experience being a part of Wipro Limited ("Wipro or "Company").

Please read through the terms and conditions of your enrolment as provided below.

We look forward to having a long and fruitful relationship with you at WILP, Wish you all the best!

Yours sincerely,  
For **Wipro Limited**,

**Aparna Shailen**  
**General Manager - Human Resources**

#### **Endorsement**

I accept the enrolment and the terms and conditions thereof as specified below. I shall report for undergoing study on

#### **Terms & Conditions of Scholarship**

##### **1. PROFILE:**

You have been selected to be a part of Wipro's WILP and are enrolled as a Scholar Trainee- Work Integrated Learning Program. Upon joining WILP, you will have to undergo a "Project Readiness Program" ('PRP') that prepares you to participate in projects at the Company as part of this learning program. This robust academic program will also enable you to obtain **M-Tech degree from one of the premier engineering Institution / University** upon successful completion of the course.

##### **2. DURATION:**



The duration of your academic program will be for a period of 48 months from the date of enrolment to the academic program. You will be enrolled into the academic program within 12 months from date of joining. Unless the Company extends the period of your study in writing, which is done solely at the discretion of the Company, your enrolment would automatically terminate at the end of the stated 48 months.

In case the Company extends the academic period (in writing) you will continue to be enrolled as a Scholar Trainee – Work Integrated Learning Program with WILP.

### 3. Appointment details:

We provide support to our global customers through various Company locations in India to suit customer requirements by operating 24x7. You would be operating from any of these locations and in any of the shifts, including night shift, as may be decided by the Company, keeping in mind the business needs and deliverables to customers.

### 4. Scholarship/Stipend and Benefits

During your period of enrolment, you would be entitled to a consolidated monthly scholarship.

Apart from the monthly scholarship, the Company will provide you with life & accidental insurance that would include a cover for you, the premium / cost will be taken care of by Wipro. This is a voluntary benefit offered by the Company and the details of the same are listed below.

- i. A Group Personal Accident Insurance (GPAI) coverage of **Rs.12,00,000/-**. You could also choose to get additional coverage for a nominal and highly negotiated premium. More details on the policy are available in My Policies section in myWipro, the HR portal at Wipro.
- ii. Group Life Insurance coverage of **Rs.14, 00,000/-**. This sum insured is inclusive of cover as per EDLI (Employee Deposit Linked Insurance). You can also get an extra coverage for a nominal and highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

In addition to the above, you are also eligible for medical insurance cover towards hospitalization.

You are eligible for a floater coverage of Rs.2,00,000/- per annum for family (self, spouse & children) towards hospitalization. There will be a deduction from your monthly scholarship/stipend depending on your marital/family status towards the base sum insured premium. 10% of the claim amount would need to be borne by the employee/Scholar trainee.

Base Medical insurance is to be availed by the employee as default. It is accounted for in deductions as a nominal monthly charge. Top-Up cover is voluntary and charged as applicable during renewal timelines.

If you wish to enhance the coverage, a top up cover option is also available for a highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

The below table lists down your scholarship details:

| Period      | Scholarship | ESI | Consolidated Scholarship (Rs. Per Month) |
|-------------|-------------|-----|------------------------------------------|
| First year  | 15000       | 488 | 15,488/- (*)                             |
| Second year | 17000       | 553 | 17,553/- (*)                             |
| Third year  | 19000       | 618 | 19,618/- (*)                             |
| Fourth year | 23000       | 0   | 23,000/- (*)                             |

(\*) You shall be responsible for payment of all statutory contributions, taxes, dues and levies as may be required under the relevant laws including contributions under Employees' State Insurance Corporation Act (**at 0.75% of your Scholarship**) as and when applicable to you. Such contributions, taxes, dues and levies where required, shall be deducted from your Scholarship and benefits according to applicable laws and regulations.

Your fourth-year scholarship will continue until completion of your M-Tech program. Your enrolment into the MTech academic program within 12 months from date of joining.

You shall be eligible to receive a onetime "joining bonus" of Rs.75,000 after you join Wipro along with your first month salary. All applicable taxes on the payment of this amount will be borne by you. Please note in the event you leave the organization within 12 months from the date of joining, payment processed under Joining bonus shall be recovered from the employee at the time of exit.

The enhancement of the scholarship at the end of each academic year of study will be at the discretion of the Company and subject to your satisfactory progress of study, acquisition of skills, behavior, regularity and punctuality in attendance. Your continued enrolment in the course, will be at the discretion of the Company, and is subject to satisfactory academic performance and other requirements as prescribed in the WILP portal.

In case your project performance at any stage is not found to be at par with the requirement of WILP, then you would be placed on performance improvement program (PIP). If you fail to successfully complete the PIP, the Company may at its sole discretion discontinue your enrolment in the WILP program.

#### **Book Allowance:**

A Book Allowance of Rs.1,250/- will be provided to you per semester. This allowance will be given every semester except the last semester when you will be engaged in dissertation. The allowance will be paid to you centrally along with your scholarship during the course of each semester. The allowance will be subject to tax. Book allowance is applicable and paid only when you are registered for the semester.

#### **5. Training Agreement:**

- i. This letter of enrolment is subject to the execution of a training agreement in the prescribed proforma with Wipro Limited, Sarjapur Road, Doddakannelli, Bengaluru-560035 on or before joining the program ("Training Agreement").
- ii. This Training agreement shall be for a total period of 60 Months where you will be mentored for developing your skills and knowledge. This included technical training, in various formats, both online and offline and practical experience in various projects. The Company invests on your behalf for the cost of these trainings. Should you discontinue the WILP program or your enrolment with WILP is cancelled for any reason whatsoever before the completion of 60 months from the date of joining, the training expenses of Rs.75,000/-(Rupees Seventy five thousand only) will have to be paid by you as detailed in the Training Agreement.

#### **6. PROJECT READINESS PROGRAM (PRP)**

Upon enrolment, you will have to undergo a Project Readiness Program (PRP) to prepare you to participate in projects. This is offered by Wipro's - Talent Transformation Department to all campus and off-campus selects. The broad objective of PRP is to equip you with the necessary knowledge and skills that will enable you to start working on real-life project work which is an integral part of the WILP.

#### **7. Regulations of Academic study:**

- i. You will be enrolled for M-Tech program with a renowned institution ("University") that collaborates with Wipro for WILP.
- ii. Course specialization includes but is not limited to Software Systems, Software Engineering, Information Technology, Computing Systems and Infrastructure Management, Data Analytics, IoT, Cloud, Digital & Cyber security, Embedded Systems.
- iii. Your specialization and enrolment would be decided based on prevailing business requirements and decision of the Company is final and binding.
- iv. You will not be able to change Specialization track after enrolment.
- v. Overall program duration is 4 years from date of enrolment of academic program.
- vi. As per the program structure, a WILP Scholar trainee will register and pursue 4 to 6 courses per semester over 7 semesters.
- vii. You will be required to submit a project work / dissertation in your final semester (8<sup>th</sup> semester of your program). This will enable you to advance your professional capabilities by applying concepts and techniques in projects.
- viii. Each course has multiple evaluation components. This includes an assignment component, quiz, mid-semester examination and comprehension examination. All evaluation components are mandatory for securing a pass grade in a course as prescribed by the partnering institution.

- ix. Contact classes are organized as per the handout and calendar prepared and shared by the University at the beginning of each semester. In the normal course, one session of 2 hours duration per course per contact class is organized.
- x. You will be called upon to undergo studies during the hours and days as may be fixed by the Company from time to time. Normally, the study hours would be from 9:00am to 6:00pm
- xi. The faculty will take attendance/circulate attendance sheets for every session. It is your responsibility to ensure that your attendances are recorded properly.
- xii. WILP Scholar trainees are expected to be on time for every session. Punctuality is non-negotiable and the faculty reserves the right to deny entry and attendance to late comers.
- xiii. Attending 75% of contact session is mandatory for each course to appear for examinations.
- xiv. Not attending classes for reasons like medical/on the job training /late coming/personal problems and other similar reasons would be treated as absenteeism.
- xv. Scholar trainees who fail to meet the minimum attendance criteria will not qualify for comprehension exams for any of the registered courses in that semester.
- xvi. For any reason, you are not able to meet the minimum attendance criteria or not complete the mandatory assignments / quiz / examinations in any semester, you are required to repeat the same semester as and when the next batch is organized. In such cases, rules and regulations governing academic programs at that time would be applicable. In addition, additional semesters fees are to be borne by you as prescribed by the University.
- xvii. At the end of each semester, the performance of each Scholar Trainee in a course, is specified as a letter grade which is obtained through a Relative Grading procedure
- xviii. Any Scholar trainee securing 3 or more cumulative fail grade at any point in time will be expelled from WILP Program.
- xix. The 8th semester of study is fully devoted for dissertation / project work
- xx. If a Scholar trainee's CGPA is less than 5.5, the Scholar trainee will not be permitted to register for the dissertation. He/she has to re-appear for exams and secure a CGPA of 5.5 before taking up the dissertation. Also, a Scholar trainee with an E grade in any course will not be permitted to register for the Dissertation
- xxi. Project / Dissertation work has to be carried out by each individual separately. Teamwork is not permitted.
- xxii. The dissertation has to be completed strictly as per the guidelines that are outlined by collaborating institution.
- xxiii. WILP Scholar trainees are expected to maintain decorum and discipline in line with Wipro's professional work culture and environment.
- xxiv. In cases where a Scholar trainee deviates from the expected behaviour as prescribed by the WILP and partnering institution from time to time , strict action will be taken and the decision of the WILP Team / faculty /, University would be final and binding.
- xxv. Breach of integrity will be dealt with sternly. Such Scholar trainees will be asked to discontinue their studies and also expelled from WILP program.
- xxvi. On successful completion of the study, you will be eligible to receive the M-Tech degree from the collaborating University, in recognition of your successfully completing the course.
- xxvii. All Scholar trainees of the WILP will be given testimonials at the end of the successful completion of the M-Tech degree program. The testimonial contains the timeline in the WILP and the kind of project works carried during this opportunity.

Mode of contact session, examination pattern and other academic program norms are subject to change based on the prevailing situation / University norms declared from time to time. Decision of the University would be final and binding.

## **8. Conflict of Interest:**

- i. During your enrolment period with the WILP, you will focus exclusively on the requirements of the program. In addition to your study and academic requirements, you are required to engage yourself exclusively in the work assigned by Wipro and shall not take up any independent or individual assignments (whether part time or full time, in an advisory capacity or otherwise) directly or indirectly without the express written consent of Head /

## Manager of WILP Academy

- ii. You shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any person who is involved in activities, which are or shall be in conflict with the interests of Wipro.
- iii. The Conflict of Interest Policy also refers to the need on your part, during your enrolment and for a period of one year from the cessation of your enrolment with WILP (irrespective of the circumstances of, or the reasons for, the cessation) not to solicit, induce or encourage:
  - a. Any student/scholar trainee of the WILP to abandon /withdraw their enrolment with the program or to accept enrolment and/or employment with any competitor, supplier or any customer with whom you have a connection.
  - b. Any employee of Wipro to terminate their employment with Wipro or to accept employment with any competitor, supplier or any customer with whom you have a connection.
  - c. Any customer or vendor of Wipro to move their existing business with Wipro to a third party or to terminate their business relationship with Wipro.
  - d. Any existing employee and/or student of WILP to become associated with, or perform services of any type for any third party.
- iv. In case of any conflict or doubt, please discuss the matter with Head / Manager of WILP, to understand Wipro's position on this and resolve the conflict.

## 9. Obligation and Responsibilities:

- i. During the study period you will be governed by the WILP regulations and instructions as may be modified, from time to time, in relation to conduct, discipline and other matters.
- ii. During your study as part of WILP, Company expects you to undergo study in the area in which you are placed, with a high standard of initiative and efficiency. This is critical and Company has zero tolerance towards any deviations.
- iii. You would not be allowed to seek membership of any local or public body without the written approval from the Head / Manager of WILP.
- iv. During the study period and thereafter, you would not be allowed to give out to anyone in writing or by word of mouth or otherwise, particulars or details of work - process, technical know-how, research carried out, security arrangements, or administrative and/or organizational matters of confidential or secret nature which you may come across during your academic study or become known to you by virtue of your undergoing study under WILP or otherwise.
- v. You are bound by all regulations, instructions and policies of the WILP and Wipro. These are updated / modified on a periodic basis and new policies may be introduced and notified to Scholar trainees from time to time and you will be bound to comply with the same.
- vi. In consideration of the opportunities, trainings and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by WILP/Wipro and in the course of your association with WILP. This covenant shall endure during your association and beyond the cessation of your association with WILP (irrespective of the circumstances of, or the reasons for, the cessation).
- vii. In connection with your association with Wipro as part of the WILP and during the term of your association upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business or academic session hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

During the period of academic study, if you develop or conceptualize inventions, ideas, concepts, discoveries, techniques and improvements (including without limitation computer software) solely or jointly with others in relation to the operation of the WILP / Wipro, such developments will be fully communicated to the WILP academy and will be the sole intellectual property of Wipro. You agree to cooperate in the execution of documents to facilitate the assignment of such intellectual property when required.

## 10. Confidentiality:

- i. In consideration of the opportunities, training and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by Wipro and in the course of your enrolment. This covenant shall endure during your enrolment and beyond the cessation of your enrolment with Wipro (irrespective of the circumstances of, or the reasons for, the cessation).
- ii. During your training on projects at Wipro, you will be expected not to use or disclose any confidential information, including trade secrets, of any former employer (if any) or other person with whom you have an obligation of confidentiality and by signing below you affirm that you have no conflicting obligations or non-compete agreements that would prevent you from working without limitation for Wipro.

## **11. Assignment of Intellectual Property**

In connection with your enrolment and during the term of your enrolment, upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

## **12. Posting**

During the initial study period, initially you would be made familiar with Wipro, but you may if needed be re-assigned or transferred to another division, department, establishment or new location where Wipro, has its office or operation and WILP classes are running in the particular location, in India, without enhancing the scholarship amount. On placement of this nature, you will also be governed by the disciplinary rules and regulations as applicable in that unit/branch. You may also be placed in any sister company of Wipro, for practical studies.

## **13. Misconduct:**

- i. In case you are charged with any misconduct or disciplinary issue during your study period, your enrolment with WILP may be temporarily placed on suspension without payment of scholarship amount, for such period as Wipro may deem fit. If the charges against you are proved to be true, your enrolment may be immediately cancelled, without any notice or payment of scholarship in lieu of notice notwithstanding any clause of this letter of enrolment. It is clarified that this clause is without prejudice to Wipro's rights to enforce the Training Agreement duly signed by you even after cancellation of your enrolment for whatever reasons as the case may be.
- ii. Notwithstanding the condition regarding written notice of termination and without prejudice to Wipro's right to enforce the Training agreement, Wipro shall have the right to terminate your academic study without any notice or payment of scholarship in lieu thereof, if any declaration given or information furnished by you to WILP/ Wipro is found to be false or if you are found to have willfully suppressed any material information.

**Please note that at any stage, whether during your selection process or upon enrolment with the WILP, if it is brought to our notice that you have indulged in malpractices or used illegal means to clear your online assessment, Wipro shall withdraw or revoke the enrolment and cancel the same with immediate effect and we reserve our rights to take suitable action against you as we may deem fit.**

## **14. Cancellation of Enrolment:**

Notwithstanding any of the clauses of this letter of enrolment, Company reserves the right at its sole discretion to cancel this enrolment during the study period without assigning any reason, by giving one month's (30 days) notice or one month's scholarship/stipend in lieu of notice.

## **15. Study Hours:**

- i. As a Scholar Trainee – Work Integrated Learning Program, you will be called upon to undergo studies during the hours and days as may be fixed by WILP from time to time as per the University requirements.
- ii. You would be assigned to any of the locations and any project work as part of your WILP as may be decided by the Company.
- iii. The full day lecture sessions will be held at any of Wipro's other establishments/outsourced venue. You may also be called upon to attend academic study as and when required on holidays, as may be scheduled in accordance with the convenience of the organizing team of the WILP.
- iv. The university will plan contact classes in multiple format to suit the project work situations and university guidelines such as contact classes in ILT (instructor Led training) and / or VILT (virtual Instructor Led Training and Self-Directed / Recorded lecture sessions).

## 16. General:

- i. This letter of enrolment is subject to the condition that you have not provided us with any false declaration or wilfully suppressed any material information. If you have, you will be liable for cancellation of enrolment from the WILP without any prior notice.
- ii. The terms of this letter of enrolment may be specifically enforced legally, if required. In this connection, if any of the provisions of this letter are declared or found to be void or unenforceable due to any reason whatsoever, the remaining provisions of this letter shall continue in full force and effect.
- iii. These enrolment terms supersede and replace any existing agreement or understanding, if any, between Wipro and you relating to the same subject matter.
- iv. You warrant that you are not prevented by a court or by any other administrative or judicial order from enrolling under this agreement. In the event that you are not a citizen of the country of posting, you should have a valid work permit to work in the country of posting.
- v. During the period of enrolment you are required to comply with all policies of WILP and Wipro. These policies are updated / modified on a periodic basis and new policies may be introduced and notified to the Scholar Trainees from time to time. You agree to comply with all policies as modified from time to time.

## 17. On Completion/Cancellation of Academic Program:

- i. On Completion of the academic program or cancellation of your enrolment , as the case may be, you will immediately surrender to Wipro/ the Academy all specifications, formulae, documents, literature, drawings or records, etc. belonging to Wipro/ the Academy or relating to its business and shall not make or retain any copies of these items.
- ii. You are not eligible to receive testimonial certificate if you do not successfully complete the academic study in accordance with this letter of enrolment and the study scheme formulated by the Academy.
- iii. Wipro reserves the right to offer employment at its sole discretion to a Scholar trainee on successful and satisfactory completion of the academic study.

## 18. Acceptance of Enrolment Letter:

Upon accepting the above terms and conditions, you are required to return the duplicate of this letter of enrolment, duly signed by you as a token of your acceptance on the day of joining WILP program.

Please confirm that the above terms are acceptable to you and that you accept the enrolment by signing a copy of this letter of enrolment and submit the same on the date of joining.

## 19. Work Allocation:

As part of your work responsibilities, you may be assigned to work on certain projects/accounts or other assignments as may be deemed fit by the Company in its sole discretion. Refusal to accept and deliver on such assignments shall be treated as a refusal to work and may result in termination of your employment or other disciplinary action.

Yours sincerely,

For **Wipro Limited**,



**Aparna Shailen**  
**General Manager - Human Resources**

I have read, understood and agree to accept the enrolment on the terms and conditions herein.

I shall be present for the induction session on

## **ANNEXURE I**

### **CONFIRMATION ON SHARING PERSONAL INFORMATION (AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT, 2000)**

I Radheshyam Thakur, confirm that I am voluntarily sharing my Personal Information with Wipro Limited ('Wipro') being a part of WILP of Wipro for the following purposes:

- a. validating my application form and retaining records on the same for any future reference/verification;
- b. processing my application form including background verification checks;
- c. academic study related actions including record keeping, processing scholarship advance and benefits and any action required in the context of my enrolment with Wipro, being a part of WILP.

In this context, I also agree to the retention of such Personal Information by Wipro for any future reference/verification and authorize Wipro to transfer the same to a third party.

I understand that 'Personal Information' means any information, relating to me that is available with Wipro and is capable of identifying me."

## **ANNEXURE II**

I hereby confirm that I shall submit the required academic certificate including but not limited to mark sheet and Provisional or Convocation Degree Certificate within 3 months from my date of joining. I understand that my enrolment is subject to my aggregate meeting the Wipro eligibility criteria and submission of the above mentioned documents.

I hereby declare that all the particulars mentioned above are true to the best of my knowledge. In the event of my failure to submit the above mentioned documents or in case of any discrepancy, I shall be liable for termination of my enrolment with Wipro.

## **ANNEXURE – III**

### **INITIAL INDUCTION PROGRAM**

The Talent Transformation team at Wipro groom's campus selects to help them face the challenges of the corporate world.

A holistic 360 degree approach to training is adopted and helps them hone their fundamental computer skills followed by insights into Wipro businesses, process, technology and behavioural skills.

To understand and appreciate the mindset of the young Trainees and ensure that the transformation is smooth, the induction program is done by a team of dedicated professionals who have exposure to the academic and corporate sectors alike. Project Readiness Program (PRP) is a training program designed to address the basic learning needs of the Trainees.

#### **Corporate Readiness Program - CRP**

The CRP program is focused on making young Trainees comfortable in a corporate environment. This program starts with a corporate induction.

"EMERGE" a behavioural skills building training program ensures that the fresh Trainee start feeling at ease in the "corporate world". This activity based behavioural intervention informs the new entrants about the corporate work culture and business etiquette.

#### **Technology Readiness Program - TRP**

The technology training provides critical technical skills required to work on projects allocated to Trainees and prepare to face the demands of the project world. We begin doing this by familiarizing with Wipro's businesses and work environment.

The methodology of training is "Project Based Learning" (PBL) approach, the entire learning is designed around a series of projects that the recruits are expected to complete individually by learning and applying various topics required to complete the project. Starting with individual projects, the PBL approach ends with recruits working on a team project.

## **ANNEXURE – IV**

I have read and understood the terms of my enrolment letter. I agree and acknowledge that I am a Student/Scholar trainee with Wipro's WILP. I further undertake that I shall not represent to any person within Wipro or any other third

party that I am an employee of Wipro Ltd and I fully understand that such false representation shall entail severe disciplinary action including immediate cancellation of my enrolment.

### **Travel, Accommodation, Food & Other Miscellaneous Expenses**

#### **Travel**

- i. You would be entitled for Rs. 1500 from the date of appointment as a lump sum amount that will be credited with your first month stipend. You may utilize this amount towards Travel and you would not need to submit bills towards usage of this amount.
- ii. There is no provision for reimbursement/allowance towards any expenses incurred in lieu of attending training or classes at different locations in the same city.

#### **Accommodation, Food & other Miscellaneous Expenses**

- i. You would be entitled for Rs.400 per day for 8 days (total amount of Rs.3,200) from the date of joining. You may utilize this amount towards accommodation, food & other miscellaneous expenses. This would be paid as a lump sum amount that will be credited with your first month stipend and you would not need to submit bills towards usage of this amount.
- ii. If your posting location (the location where you would be based out of after training) is different from the training location (location where you undergo initial training), you would be entitled for the following:  
  
Settlement and Miscellaneous Expenses: Rs.1200 per day for 7 days (total amount of Rs. 8,400) from the date of reporting to the posting location. You may utilize this amount towards boarding, lodging, conveyance & other miscellaneous expenses.
- iii. Any location change after reporting to posting location will be treated as relocation/transfer and will be covered under the Transfer policy for Team Rainbow. For details you can refer the policy at myWipro-> My Policies -> India->My Travel>Transfer Policy-Team Rainbow.
- iv. Campus joiners would not be eligible for accommodation at the Wipro guest houses.

**Please note in the event that the employee leaves the organization within 6 months from the date of joining, all payments processed under Joining & Relocation Entitlements shall be recovered from the employee at the time of exit.**

**Skill Preferences 1 :** [DAAI -Cloud & Digital Database](#)

**Location Preferences 1 :** [Bangalore](#)

**Skill Preferences 2 :** [CEP-SAP-ABAP](#)

**Location Preferences 2 :** [Mysore](#)

**Skill Preferences 3 :** [Python App](#)

**Location Preferences 3 :** [Chennai](#)

☒ Accept ☐ Decline

☒ **Signature** [Radheshyam Thakur 25/1/2023 10:00 PM](#)  
(checking the checkbox above is equivalent to a handwritten signature)

Registered Office:

**Wipro Limited** T :+91 (80) 2844 0011

Doddakannelli F :+91 (80) 2844 0054

Sarjapur Road E :info@wipro.com

Bengaluru 560 035 W :wipro.com

India C :L32102KA1945PLC020800

26168298





Dear SELDA SIJU,

I am pleased to extend an offer of employment for the position of Counselor at Sukino Health Care. After reviewing your qualifications and experience, we are excited about the prospect of you joining our team.

**Compensation and Benefits:**

Base Salary: 300000per year, payable bi-weekly.

Health Insurance: Comprehensive medical, dental, and vision insurance plans.

Retirement Plans: 401(k) with company match.

Professional Development: Opportunities for continuing education and training.

**Role and Responsibilities:**

As a Counselor at Sukino Health Care, your key responsibilities will include:

Providing individual and group counseling to clients with a focus on mental health and personal development.

Developing and implementing individualized treatment plans in collaboration with clients and healthcare teams.

Conducting assessments and evaluations to monitor client progress and adjust treatment plans as needed.

Engaging in crisis intervention and providing support during high-risk situations.

Facilitating workshops and support groups to promote mental wellness and stress management.

Maintaining confidential client records and adhering to ethical and professional standards.

**Conditions of Employment:**

Your employment is contingent upon the successful completion of background checks and verification of your professional credentials.

You will be required to sign a confidentiality agreement and adhere to Sukino Health Care's policies and procedures.

Acceptance:

Please confirm your acceptance of this offer by signing and returning a copy of this letter. Should you have any questions or require additional information, feel free to contact me directly.

We are excited about the possibility of you joining our team and contributing to the high-quality care we provide at Sukino Health Care. We look forward to your positive response.

Acceptance of Offer

I, [Candidate's Name], accept the position of Counselor at Sukino Health Care under the terms outlined in this offer letter.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



## Welcome to Wipro's Work Integrated Learning Program ("WILP")

**Work Integrated Learning Programme**  
**Wipro Limited, Dodda Kannelli**  
**Sarjapur Road, Bengaluru - 560 035.**  
**Phone: (080) 28440011/12, Fax: (080) 28440256**

Dear Shahana,

### **Sub: Enrolment letter to Wipro's Work Integrated Learning Program ("WILP") as Scholar Trainee – Work Integrated Learning Program**

Welcome to WILP!

With reference to your application, it is our pleasure to enroll you as a Scholar Trainee – Work Integrated Learning Program. This is a scholarship program customized as a robust academic and training program which will enable you to obtain M-Tech degree from one of the premier engineering institution / University in India.

The duration of the academic program shall be 48 months from the **date of enrolment to the academic program**. You will be enrolled into the academic program within 12 months from date of joining. Your date of joining will be intimated through a separate communication.

We hope you enjoy the learning with WILP and have an enriching experience being a part of Wipro Limited ("Wipro or "Company").

Please read through the terms and conditions of your enrolment as provided below.

We look forward to having a long and fruitful relationship with you at WILP, Wish you all the best!

Yours sincerely,  
For **Wipro Limited**,

**Aparna Shailen**  
**General Manager - Human Resources**

### **Endorsement**

I accept the enrolment and the terms and conditions thereof as specified below. I shall report for undergoing study on

### **Terms & Conditions of Scholarship**

#### **1. PROFILE:**

You have been selected to be a part of Wipro's WILP and are enrolled as a Scholar Trainee- Work Integrated Learning Program. Upon joining WILP, you will have to undergo a "Project Readiness Program" ('PRP') that prepares you to participate in projects at the Company as part of this learning program. This robust academic program will also enable you to obtain **M-Tech degree from one of the premier engineering Institution / University** upon successful completion of the course.

#### **2. DURATION:**

The duration of your academic program will be for a period of 48 months from the date of enrolment to the academic program. You will be enrolled into the academic program within 12 months from date of joining. Unless the Company extends the period of your study in writing, which is done solely at the discretion of the Company, your enrolment would automatically terminate at the end of the stated 48 months.

In case the Company extends the academic period (in writing) you will continue to be enrolled as a Scholar Trainee – Work Integrated Learning Program with WILP.

### 3. Appointment details:

We provide support to our global customers through various Company locations in India to suit customer requirements by operating 24x7. You would be operating from any of these locations and in any of the shifts, including night shift, as may be decided by the Company, keeping in mind the business needs and deliverables to customers.

### 4. Scholarship/Stipend and Benefits

During your period of enrolment, you would be entitled to a consolidated monthly scholarship.

Apart from the monthly scholarship, the Company will provide you with life & accidental insurance that would include a cover for you, the premium / cost will be taken care of by Wipro. This is a voluntary benefit offered by the Company and the details of the same are listed below.

- i. A Group Personal Accident Insurance (GPAI) coverage of **Rs.12,00,000/-**. You could also choose to get additional coverage for a nominal and highly negotiated premium. More details on the policy are available in My Policies section in myWipro, the HR portal at Wipro.
- ii. Group Life Insurance coverage of **Rs.14, 00,000/-**. This sum insured is inclusive of cover as per EDLI (Employee Deposit Linked Insurance). You can also get an extra coverage for a nominal and highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

In addition to the above, you are also eligible for medical insurance cover towards hospitalization.

You are eligible for a floater coverage of Rs.2,00,000/- per annum for family (self, spouse & children) towards hospitalization. There will be a deduction from your monthly scholarship/stipend depending on your marital/family status towards the base sum insured premium. 10% of the claim amount would need to be borne by the employee/Scholar trainee.

Base Medical insurance is to be availed by the employee as default. It is accounted for in deductions as a nominal monthly charge. Top-Up cover is voluntary and charged as applicable during renewal timelines.

If you wish to enhance the coverage, a top up cover option is also available for a highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

The below table lists down your scholarship details:

| Period      | Scholarship | ESI | Consolidated Scholarship (Rs. Per Month) |
|-------------|-------------|-----|------------------------------------------|
| First year  | 15000       | 488 | 15,488/- (*)                             |
| Second year | 17000       | 553 | 17,553/- (*)                             |
| Third year  | 19000       | 618 | 19,618/- (*)                             |
| Fourth year | 23000       | 0   | 23,000/- (*)                             |

(\*) You shall be responsible for payment of all statutory contributions, taxes, dues and levies as may be required under the relevant laws including contributions under Employees' State Insurance Corporation Act (**at 0.75% of your Scholarship**) as and when applicable to you. Such contributions, taxes, dues and levies where required, shall be deducted from your Scholarship and benefits according to applicable laws and regulations.

Your fourth-year scholarship will continue until completion of your M-Tech program. Your enrolment into the MTech academic program within 12 months from date of joining.

You shall be eligible to receive a onetime "joining bonus" of Rs.75,000 after you join Wipro along with your first month salary. All applicable taxes on the payment of this amount will be borne by you. Please note in the event you leave the organization within 12 months from the date of joining, payment processed under Joining bonus shall be recovered from the employee at the time of exit.

The enhancement of the scholarship at the end of each academic year of study will be at the discretion of the Company and subject to your satisfactory progress of study, acquisition of skills, behavior, regularity and punctuality in attendance. Your continued enrolment in the course, will be at the discretion of the Company, and is subject to satisfactory academic performance and other requirements as prescribed in the WILP portal.

In case your project performance at any stage is not found to be at par with the requirement of WILP, then you would be placed on performance improvement program (PIP). If you fail to successfully complete the PIP, the Company may at its sole discretion discontinue your enrolment in the WILP program.

#### **Book Allowance:**

A Book Allowance of Rs.1,250/- will be provided to you per semester. This allowance will be given every semester except the last semester when you will be engaged in dissertation. The allowance will be paid to you centrally along with your scholarship during the course of each semester. The allowance will be subject to tax. Book allowance is applicable and paid only when you are registered for the semester.

#### **5. Training Agreement:**

- i. This letter of enrolment is subject to the execution of a training agreement in the prescribed proforma with Wipro Limited, Sarjapur Road, Doddakannelli, Bengaluru-560035 on or before joining the program ("Training Agreement").
- ii. This Training agreement shall be for a total period of 60 Months where you will be mentored for developing your skills and knowledge. This included technical training, in various formats, both online and offline and practical experience in various projects. The Company invests on your behalf for the cost of these trainings. Should you discontinue the WILP program or your enrolment with WILP is cancelled for any reason whatsoever before the completion of 60 months from the date of joining, the training expenses of Rs.75,000/-(Rupees Seventy five thousand only) will have to be paid by you as detailed in the Training Agreement.

#### **6. PROJECT READINESS PROGRAM (PRP)**

Upon enrolment, you will have to undergo a Project Readiness Program (PRP) to prepare you to participate in projects. This is offered by Wipro's - Talent Transformation Department to all campus and off-campus selects. The broad objective of PRP is to equip you with the necessary knowledge and skills that will enable you to start working on real-life project work which is an integral part of the WILP.

#### **7. Regulations of Academic study:**

- i. You will be enrolled for M-Tech program with a renowned institution ("University") that collaborates with Wipro for WILP.
- ii. Course specialization includes but is not limited to Software Systems, Software Engineering, Information Technology, Computing Systems and Infrastructure Management, Data Analytics, IoT, Cloud, Digital & Cyber security, Embedded Systems.
- iii. Your specialization and enrolment would be decided based on prevailing business requirements and decision of the Company is final and binding.
- iv. You will not be able to change Specialization track after enrolment.
- v. Overall program duration is 4 years from date of enrolment of academic program.
- vi. As per the program structure, a WILP Scholar trainee will register and pursue 4 to 6 courses per semester over 7 semesters.
- vii. You will be required to submit a project work / dissertation in your final semester (8<sup>th</sup> semester of your program). This will enable you to advance your professional capabilities by applying concepts and techniques in projects.
- viii. Each course has multiple evaluation components. This includes an assignment component, quiz, mid-semester examination and comprehension examination. All evaluation components are mandatory for securing a pass grade in a course as prescribed by the partnering institution.

- ix. Contact classes are organized as per the handout and calendar prepared and shared by the University at the beginning of each semester. In the normal course, one session of 2 hours duration per course per contact class is organized.
- x. You will be called upon to undergo studies during the hours and days as may be fixed by the Company from time to time. Normally, the study hours would be from 9:00am to 6:00pm
- xi. The faculty will take attendance/circulate attendance sheets for every session. It is your responsibility to ensure that your attendances are recorded properly.
- xii. WILP Scholar trainees are expected to be on time for every session. Punctuality is non-negotiable and the faculty reserves the right to deny entry and attendance to late comers.
- xiii. Attending 75% of contact session is mandatory for each course to appear for examinations.
- xiv. Not attending classes for reasons like medical/on the job training /late coming/personal problems and other similar reasons would be treated as absenteeism.
- xv. Scholar trainees who fail to meet the minimum attendance criteria will not qualify for comprehension exams for any of the registered courses in that semester.
- xvi. For any reason, you are not able to meet the minimum attendance criteria or not complete the mandatory assignments / quiz / examinations in any semester, you are required to repeat the same semester as and when the next batch is organized. In such cases, rules and regulations governing academic programs at that time would be applicable. In addition, additional semesters fees are to be borne by you as prescribed by the University.
- xvii. At the end of each semester, the performance of each Scholar Trainee in a course, is specified as a letter grade which is obtained through a Relative Grading procedure
- xviii. Any Scholar trainee securing 3 or more cumulative fail grade at any point in time will be expelled from WILP Program.
- xix. The 8th semester of study is fully devoted for dissertation / project work
- xx. If a Scholar trainee's CGPA is less than 5.5, the Scholar trainee will not be permitted to register for the dissertation. He/she has to re-appear for exams and secure a CGPA of 5.5 before taking up the dissertation. Also, a Scholar trainee with an E grade in any course will not be permitted to register for the Dissertation
- xxi. Project / Dissertation work has to be carried out by each individual separately. Teamwork is not permitted.
- xxii. The dissertation has to be completed strictly as per the guidelines that are outlined by collaborating institution.
- xxiii. WILP Scholar trainees are expected to maintain decorum and discipline in line with Wipro's professional work culture and environment.
- xxiv. In cases where a Scholar trainee deviates from the expected behaviour as prescribed by the WILP and partnering institution from time to time , strict action will be taken and the decision of the WILP Team / faculty /, University would be final and binding.
- xxv. Breach of integrity will be dealt with sternly. Such Scholar trainees will be asked to discontinue their studies and also expelled from WILP program.
- xxvi. On successful completion of the study, you will be eligible to receive the M-Tech degree from the collaborating University, in recognition of your successfully completing the course.
- xxvii. All Scholar trainees of the WILP will be given testimonials at the end of the successful completion of the M-Tech degree program. The testimonial contains the timeline in the WILP and the kind of project works carried during this opportunity.

Mode of contact session, examination pattern and other academic program norms are subject to change based on the prevailing situation / University norms declared from time to time. Decision of the University would be final and binding.

## **8. Conflict of Interest:**

- i. During your enrolment period with the WILP, you will focus exclusively on the requirements of the program. In addition to your study and academic requirements, you are required to engage yourself exclusively in the work assigned by Wipro and shall not take up any independent or individual assignments (whether part time or full time, in an advisory capacity or otherwise) directly or indirectly without the express written consent of Head /

## Manager of WILP Academy

- ii. You shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any person who is involved in activities, which are or shall be in conflict with the interests of Wipro.
- iii. The Conflict of Interest Policy also refers to the need on your part, during your enrolment and for a period of one year from the cessation of your enrolment with WILP (irrespective of the circumstances of, or the reasons for, the cessation) not to solicit, induce or encourage:
  - a. Any student/scholar trainee of the WILP to abandon /withdraw their enrolment with the program or to accept enrolment and/or employment with any competitor, supplier or any customer with whom you have a connection.
  - b. Any employee of Wipro to terminate their employment with Wipro or to accept employment with any competitor, supplier or any customer with whom you have a connection.
  - c. Any customer or vendor of Wipro to move their existing business with Wipro to a third party or to terminate their business relationship with Wipro.
  - d. Any existing employee and/or student of WILP to become associated with, or perform services of any type for any third party.
- iv. In case of any conflict or doubt, please discuss the matter with Head / Manager of WILP, to understand Wipro's position on this and resolve the conflict.

## 9. Obligation and Responsibilities:

- i. During the study period you will be governed by the WILP regulations and instructions as may be modified, from time to time, in relation to conduct, discipline and other matters.
- ii. During your study as part of WILP, Company expects you to undergo study in the area in which you are placed, with a high standard of initiative and efficiency. This is critical and Company has zero tolerance towards any deviations.
- iii. You would not be allowed to seek membership of any local or public body without the written approval from the Head / Manager of WILP.
- iv. During the study period and thereafter, you would not be allowed to give out to anyone in writing or by word of mouth or otherwise, particulars or details of work - process, technical know-how, research carried out, security arrangements, or administrative and/or organizational matters of confidential or secret nature which you may come across during your academic study or become known to you by virtue of your undergoing study under WILP or otherwise.
- v. You are bound by all regulations, instructions and policies of the WILP and Wipro. These are updated / modified on a periodic basis and new policies may be introduced and notified to Scholar trainees from time to time and you will be bound to comply with the same.
- vi. In consideration of the opportunities, trainings and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by WILP/Wipro and in the course of your association with WILP. This covenant shall endure during your association and beyond the cessation of your association with WILP (irrespective of the circumstances of, or the reasons for, the cessation).
- vii. In connection with your association with Wipro as part of the WILP and during the term of your association upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business or academic session hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

During the period of academic study, if you develop or conceptualize inventions, ideas, concepts, discoveries, techniques and improvements (including without limitation computer software) solely or jointly with others in relation to the operation of the WILP / Wipro, such developments will be fully communicated to the WILP academy and will be the sole intellectual property of Wipro. You agree to cooperate in the execution of documents to facilitate the assignment of such intellectual property when required.

## 10. Confidentiality:

- i. In consideration of the opportunities, training and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by Wipro and in the course of your enrolment. This covenant shall endure during your enrolment and beyond the cessation of your enrolment with Wipro (irrespective of the circumstances of, or the reasons for, the cessation).
- ii. During your training on projects at Wipro, you will be expected not to use or disclose any confidential information, including trade secrets, of any former employer (if any) or other person with whom you have an obligation of confidentiality and by signing below you affirm that you have no conflicting obligations or non-compete agreements that would prevent you from working without limitation for Wipro.

## **11. Assignment of Intellectual Property**

In connection with your enrolment and during the term of your enrolment, upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

## **12. Posting**

During the initial study period, initially you would be made familiar with Wipro, but you may if needed be re-assigned or transferred to another division, department, establishment or new location where Wipro, has its office or operation and WILP classes are running in the particular location, in India, without enhancing the scholarship amount. On placement of this nature, you will also be governed by the disciplinary rules and regulations as applicable in that unit/branch. You may also be placed in any sister company of Wipro, for practical studies.

## **13. Misconduct:**

- i. In case you are charged with any misconduct or disciplinary issue during your study period, your enrolment with WILP may be temporarily placed on suspension without payment of scholarship amount, for such period as Wipro may deem fit. If the charges against you are proved to be true, your enrolment may be immediately cancelled, without any notice or payment of scholarship in lieu of notice notwithstanding any clause of this letter of enrolment. It is clarified that this clause is without prejudice to Wipro's rights to enforce the Training Agreement duly signed by you even after cancellation of your enrolment for whatever reasons as the case may be.
- ii. Notwithstanding the condition regarding written notice of termination and without prejudice to Wipro's right to enforce the Training agreement, Wipro shall have the right to terminate your academic study without any notice or payment of scholarship in lieu thereof, if any declaration given or information furnished by you to WILP/ Wipro is found to be false or if you are found to have willfully suppressed any material information.

**Please note that at any stage, whether during your selection process or upon enrolment with the WILP, if it is brought to our notice that you have indulged in malpractices or used illegal means to clear your online assessment, Wipro shall withdraw or revoke the enrolment and cancel the same with immediate effect and we reserve our rights to take suitable action against you as we may deem fit.**

## **14. Cancellation of Enrolment:**

Notwithstanding any of the clauses of this letter of enrolment, Company reserves the right at its sole discretion to cancel this enrolment during the study period without assigning any reason, by giving one month's (30 days) notice or one month's scholarship/stipend in lieu of notice.

## **15. Study Hours:**

- i. As a Scholar Trainee – Work Integrated Learning Program, you will be called upon to undergo studies during the hours and days as may be fixed by WILP from time to time as per the University requirements.
- ii. You would be assigned to any of the locations and any project work as part of your WILP as may be decided by the Company.
- iii. The full day lecture sessions will be held at any of Wipro's other establishments/outsourced venue. You may also be called upon to attend academic study as and when required on holidays, as may be scheduled in accordance with the convenience of the organizing team of the WILP.
- iv. The university will plan contact classes in multiple format to suit the project work situations and university guidelines such as contact classes in ILT (instructor Led training) and / or VILT (virtual Instructor Led Training and Self-Directed / Recorded lecture sessions).



## 16. General:

- i. This letter of enrolment is subject to the condition that you have not provided us with any false declaration or wilfully suppressed any material information. If you have, you will be liable for cancellation of enrolment from the WILP without any prior notice.
- ii. The terms of this letter of enrolment may be specifically enforced legally, if required. In this connection, if any of the provisions of this letter are declared or found to be void or unenforceable due to any reason whatsoever, the remaining provisions of this letter shall continue in full force and effect.
- iii. These enrolment terms supersede and replace any existing agreement or understanding, if any, between Wipro and you relating to the same subject matter.
- iv. You warrant that you are not prevented by a court or by any other administrative or judicial order from enrolling under this agreement. In the event that you are not a citizen of the country of posting, you should have a valid work permit to work in the country of posting.
- v. During the period of enrolment you are required to comply with all policies of WILP and Wipro. These policies are updated / modified on a periodic basis and new policies may be introduced and notified to the Scholar Trainees from time to time. You agree to comply with all policies as modified from time to time.

## 17. On Completion/Cancellation of Academic Program:

- i. On Completion of the academic program or cancellation of your enrolment , as the case may be, you will immediately surrender to Wipro/ the Academy all specifications, formulae, documents, literature, drawings or records, etc. belonging to Wipro/ the Academy or relating to its business and shall not make or retain any copies of these items.
- ii. You are not eligible to receive testimonial certificate if you do not successfully complete the academic study in accordance with this letter of enrolment and the study scheme formulated by the Academy.
- iii. Wipro reserves the right to offer employment at its sole discretion to a Scholar trainee on successful and satisfactory completion of the academic study.

## 18. Acceptance of Enrolment Letter:

Upon accepting the above terms and conditions, you are required to return the duplicate of this letter of enrolment, duly signed by you as a token of your acceptance on the day of joining WILP program.

Please confirm that the above terms are acceptable to you and that you accept the enrolment by signing a copy of this letter of enrolment and submit the same on the date of joining.

## 19. Work Allocation:

As part of your work responsibilities, you may be assigned to work on certain projects/accounts or other assignments as may be deemed fit by the Company in its sole discretion. Refusal to accept and deliver on such assignments shall be treated as a refusal to work and may result in termination of your employment or other disciplinary action.

Yours sincerely,

For **Wipro Limited**,



**Aparna Shailen**  
**General Manager - Human Resources**

I have read, understood and agree to accept the enrolment on the terms and conditions herein.

I shall be present for the induction session on

## **ANNEXURE I**

### **CONFIRMATION ON SHARING PERSONAL INFORMATION (AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT, 2000)**

I Radheshyam Thakur, confirm that I am voluntarily sharing my Personal Information with Wipro Limited ('Wipro') being a part of WILP of Wipro for the following purposes:

- a. validating my application form and retaining records on the same for any future reference/verification;
- b. processing my application form including background verification checks;
- c. academic study related actions including record keeping, processing scholarship advance and benefits and any action required in the context of my enrolment with Wipro, being a part of WILP.

In this context, I also agree to the retention of such Personal Information by Wipro for any future reference/verification and authorize Wipro to transfer the same to a third party.

I understand that 'Personal Information' means any information, relating to me that is available with Wipro and is capable of identifying me."

## **ANNEXURE II**

I hereby confirm that I shall submit the required academic certificate including but not limited to mark sheet and Provisional or Convocation Degree Certificate within 3 months from my date of joining. I understand that my enrolment is subject to my aggregate meeting the Wipro eligibility criteria and submission of the above mentioned documents.

I hereby declare that all the particulars mentioned above are true to the best of my knowledge. In the event of my failure to submit the above mentioned documents or in case of any discrepancy, I shall be liable for termination of my enrolment with Wipro.

## **ANNEXURE – III**

### **INITIAL INDUCTION PROGRAM**

The Talent Transformation team at Wipro groom's campus selects to help them face the challenges of the corporate world.

A holistic 360 degree approach to training is adopted and helps them hone their fundamental computer skills followed by insights into Wipro businesses, process, technology and behavioural skills.

To understand and appreciate the mindset of the young Trainees and ensure that the transformation is smooth, the induction program is done by a team of dedicated professionals who have exposure to the academic and corporate sectors alike. Project Readiness Program (PRP) is a training program designed to address the basic learning needs of the Trainees.

#### **Corporate Readiness Program - CRP**

The CRP program is focused on making young Trainees comfortable in a corporate environment. This program starts with a corporate induction.

"EMERGE" a behavioural skills building training program ensures that the fresh Trainee start feeling at ease in the "corporate world". This activity based behavioural intervention informs the new entrants about the corporate work culture and business etiquette.

#### **Technology Readiness Program - TRP**

The technology training provides critical technical skills required to work on projects allocated to Trainees and prepare to face the demands of the project world. We begin doing this by familiarizing with Wipro's businesses and work environment.

The methodology of training is "Project Based Learning" (PBL) approach, the entire learning is designed around a series of projects that the recruits are expected to complete individually by learning and applying various topics required to complete the project. Starting with individual projects, the PBL approach ends with recruits working on a team project.

## **ANNEXURE – IV**

I have read and understood the terms of my enrolment letter. I agree and acknowledge that I am a Student/Scholar trainee with Wipro's WILP. I further undertake that I shall not represent to any person within Wipro or any other third

party that I am an employee of Wipro Ltd and I fully understand that such false representation shall entail severe disciplinary action including immediate cancellation of my enrolment.

### **Travel, Accommodation, Food & Other Miscellaneous Expenses**

#### **Travel**

- i. You would be entitled for Rs. 1500 from the date of appointment as a lump sum amount that will be credited with your first month stipend. You may utilize this amount towards Travel and you would not need to submit bills towards usage of this amount.
- ii. There is no provision for reimbursement/allowance towards any expenses incurred in lieu of attending training or classes at different locations in the same city.

#### **Accommodation, Food & other Miscellaneous Expenses**

- i. You would be entitled for Rs.400 per day for 8 days (total amount of Rs.3,200) from the date of joining. You may utilize this amount towards accommodation, food & other miscellaneous expenses. This would be paid as a lump sum amount that will be credited with your first month stipend and you would not need to submit bills towards usage of this amount.
- ii. If your posting location (the location where you would be based out of after training) is different from the training location (location where you undergo initial training), you would be entitled for the following:  
  
Settlement and Miscellaneous Expenses: Rs.1200 per day for 7 days (total amount of Rs. 8,400) from the date of reporting to the posting location. You may utilize this amount towards boarding, lodging, conveyance & other miscellaneous expenses.
- iii. Any location change after reporting to posting location will be treated as relocation/transfer and will be covered under the Transfer policy for Team Rainbow. For details you can refer the policy at myWipro-> My Policies -> India->My Travel>Transfer Policy-Team Rainbow.
- iv. Campus joiners would not be eligible for accommodation at the Wipro guest houses.

**Please note in the event that the employee leaves the organization within 6 months from the date of joining, all payments processed under Joining & Relocation Entitlements shall be recovered from the employee at the time of exit.**

**Skill Preferences 1 :** [DAAI -Cloud & Digital Database](#)

**Location Preferences 1 :** [Bangalore](#)

**Skill Preferences 2 :** [CEP-SAP-ABAP](#)

**Location Preferences 2 :** [Mysore](#)

**Skill Preferences 3 :** [Python App](#)

**Location Preferences 3 :** [Chennai](#)

☒ Accept ☐ Decline

☒ **Signature** [Radheshyam Thakur 25/1/2023 10:00 PM](#)

(checking the checkbox above is equivalent to a handwritten signature)

Registered Office:

**Wipro  
Limited**

**T :**+91 (80) 2844 0011

Doddakannelli

**F :**+91 (80) 2844 0054

Sarjapur  
Road

**E :**info@wipro.com

Bengaluru  
560 035

**W :**wipro.com

India

**C :**L32102KA1945PLC020800

26168298



## Welcome to Wipro's Work Integrated Learning Program ("WILP")

**Work Integrated Learning Programme**  
**Wipro Limited, Dodda Kannelli**  
**Sarjapur Road, Bengaluru - 560 035.**  
**Phone: (080) 28440011/12, Fax: (080) 28440256**

Dear SHAHID PASHA,

### **Sub: Enrolment letter to Wipro's Work Integrated Learning Program ("WILP") as Scholar Trainee – Work Integrated Learning Program**

Welcome to WILP!

With reference to your application, it is our pleasure to enroll you as a Scholar Trainee – Work Integrated Learning Program. This is a scholarship program customized as a robust academic and training program which will enable you to obtain M-Tech degree from one of the premier engineering institution / University in India.

The duration of the academic program shall be 48 months from the **date of enrolment to the academic program**. You will be enrolled into the academic program within 12 months from date of joining. Your date of joining will be intimated through a separate communication.

We hope you enjoy the learning with WILP and have an enriching experience being a part of Wipro Limited ("Wipro or "Company").

Please read through the terms and conditions of your enrolment as provided below.

We look forward to having a long and fruitful relationship with you at WILP, Wish you all the best!

Yours sincerely,  
For **Wipro Limited**,

**Aparna Shailen**  
**General Manager - Human Resources**

#### **Endorsement**

I accept the enrolment and the terms and conditions thereof as specified below. I shall report for undergoing study on

#### **Terms & Conditions of Scholarship**

##### **1. PROFILE:**

You have been selected to be a part of Wipro's WILP and are enrolled as a Scholar Trainee- Work Integrated Learning Program. Upon joining WILP, you will have to undergo a "Project Readiness Program" ('PRP') that prepares you to participate in projects at the Company as part of this learning program. This robust academic program will also enable you to obtain **M-Tech degree from one of the premier engineering Institution / University** upon successful completion of the course.

##### **2. DURATION:**

The duration of your academic program will be for a period of 48 months from the date of enrolment to the academic program. You will be enrolled into the academic program within 12 months from date of joining. Unless the Company extends the period of your study in writing, which is done solely at the discretion of the Company, your enrolment would automatically terminate at the end of the stated 48 months.

In case the Company extends the academic period (in writing) you will continue to be enrolled as a Scholar Trainee – Work Integrated Learning Program with WILP.

### 3. Appointment details:

We provide support to our global customers through various Company locations in India to suit customer requirements by operating 24x7. You would be operating from any of these locations and in any of the shifts, including night shift, as may be decided by the Company, keeping in mind the business needs and deliverables to customers.

### 4. Scholarship/Stipend and Benefits

During your period of enrolment, you would be entitled to a consolidated monthly scholarship.

Apart from the monthly scholarship, the Company will provide you with life & accidental insurance that would include a cover for you, the premium / cost will be taken care of by Wipro. This is a voluntary benefit offered by the Company and the details of the same are listed below.

- i. A Group Personal Accident Insurance (GPAI) coverage of **Rs.12,00,000/-**. You could also choose to get additional coverage for a nominal and highly negotiated premium. More details on the policy are available in My Policies section in myWipro, the HR portal at Wipro.
- ii. Group Life Insurance coverage of **Rs.14, 00,000/-**. This sum insured is inclusive of cover as per EDLI (Employee Deposit Linked Insurance). You can also get an extra coverage for a nominal and highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

In addition to the above, you are also eligible for medical insurance cover towards hospitalization.

You are eligible for a floater coverage of Rs.2,00,000/- per annum for family (self, spouse & children) towards hospitalization. There will be a deduction from your monthly scholarship/stipend depending on your marital/family status towards the base sum insured premium. 10% of the claim amount would need to be borne by the employee/Scholar trainee.

Base Medical insurance is to be availed by the employee as default. It is accounted for in deductions as a nominal monthly charge. Top-Up cover is voluntary and charged as applicable during renewal timelines.

If you wish to enhance the coverage, a top up cover option is also available for a highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

The below table lists down your scholarship details:

| Period      | Scholarship | ESI | Consolidated Scholarship (Rs. Per Month) |
|-------------|-------------|-----|------------------------------------------|
| First year  | 15000       | 488 | 15,488/- (*)                             |
| Second year | 17000       | 553 | 17,553/- (*)                             |
| Third year  | 19000       | 618 | 19,618/- (*)                             |
| Fourth year | 23000       | 0   | 23,000/- (*)                             |

(\*) You shall be responsible for payment of all statutory contributions, taxes, dues and levies as may be required under the relevant laws including contributions under Employees' State Insurance Corporation Act (**at 0.75% of your Scholarship**) as and when applicable to you. Such contributions, taxes, dues and levies where required, shall be deducted from your Scholarship and benefits according to applicable laws and regulations.

Your fourth-year scholarship will continue until completion of your M-Tech program. Your enrolment into the MTech academic program within 12 months from date of joining.

You shall be eligible to receive a onetime "joining bonus" of Rs.75,000 after you join Wipro along with your first month salary. All applicable taxes on the payment of this amount will be borne by you. Please note in the event you leave the organization within 12 months from the date of joining, payment processed under Joining bonus shall be recovered from the employee at the time of exit.

The enhancement of the scholarship at the end of each academic year of study will be at the discretion of the Company and subject to your satisfactory progress of study, acquisition of skills, behavior, regularity and punctuality in attendance. Your continued enrolment in the course, will be at the discretion of the Company, and is subject to satisfactory academic performance and other requirements as prescribed in the WILP portal.

In case your project performance at any stage is not found to be at par with the requirement of WILP, then you would be placed on performance improvement program (PIP). If you fail to successfully complete the PIP, the Company may at its sole discretion discontinue your enrolment in the WILP program.

#### **Book Allowance:**

A Book Allowance of Rs.1,250/- will be provided to you per semester. This allowance will be given every semester except the last semester when you will be engaged in dissertation. The allowance will be paid to you centrally along with your scholarship during the course of each semester. The allowance will be subject to tax. Book allowance is applicable and paid only when you are registered for the semester.

#### **5. Training Agreement:**

- i. This letter of enrolment is subject to the execution of a training agreement in the prescribed proforma with Wipro Limited, Sarjapur Road, Doddakannelli, Bengaluru-560035 on or before joining the program ("Training Agreement").
- ii. This Training agreement shall be for a total period of 60 Months where you will be mentored for developing your skills and knowledge. This included technical training, in various formats, both online and offline and practical experience in various projects. The Company invests on your behalf for the cost of these trainings. Should you discontinue the WILP program or your enrolment with WILP is cancelled for any reason whatsoever before the completion of 60 months from the date of joining, the training expenses of Rs.75,000/-(Rupees Seventy five thousand only) will have to be paid by you as detailed in the Training Agreement.

#### **6. PROJECT READINESS PROGRAM (PRP)**

Upon enrolment, you will have to undergo a Project Readiness Program (PRP) to prepare you to participate in projects. This is offered by Wipro's - Talent Transformation Department to all campus and off-campus selects. The broad objective of PRP is to equip you with the necessary knowledge and skills that will enable you to start working on real-life project work which is an integral part of the WILP.

#### **7. Regulations of Academic study:**

- i. You will be enrolled for M-Tech program with a renowned institution ("University") that collaborates with Wipro for WILP.
- ii. Course specialization includes but is not limited to Software Systems, Software Engineering, Information Technology, Computing Systems and Infrastructure Management, Data Analytics, IoT, Cloud, Digital & Cyber security, Embedded Systems.
- iii. Your specialization and enrolment would be decided based on prevailing business requirements and decision of the Company is final and binding.
- iv. You will not be able to change Specialization track after enrolment.
- v. Overall program duration is 4 years from date of enrolment of academic program.
- vi. As per the program structure, a WILP Scholar trainee will register and pursue 4 to 6 courses per semester over 7 semesters.
- vii. You will be required to submit a project work / dissertation in your final semester (8<sup>th</sup> semester of your program). This will enable you to advance your professional capabilities by applying concepts and techniques in projects.
- viii. Each course has multiple evaluation components. This includes an assignment component, quiz, mid-semester examination and comprehension examination. All evaluation components are mandatory for securing a pass grade in a course as prescribed by the partnering institution.

- ix. Contact classes are organized as per the handout and calendar prepared and shared by the University at the beginning of each semester. In the normal course, one session of 2 hours duration per course per contact class is organized.
- x. You will be called upon to undergo studies during the hours and days as may be fixed by the Company from time to time. Normally, the study hours would be from 9:00am to 6:00pm
- xi. The faculty will take attendance/circulate attendance sheets for every session. It is your responsibility to ensure that your attendances are recorded properly.
- xii. WILP Scholar trainees are expected to be on time for every session. Punctuality is non-negotiable and the faculty reserves the right to deny entry and attendance to late comers.
- xiii. Attending 75% of contact session is mandatory for each course to appear for examinations.
- xiv. Not attending classes for reasons like medical/on the job training /late coming/personal problems and other similar reasons would be treated as absenteeism.
- xv. Scholar trainees who fail to meet the minimum attendance criteria will not qualify for comprehension exams for any of the registered courses in that semester.
- xvi. For any reason, you are not able to meet the minimum attendance criteria or not complete the mandatory assignments / quiz / examinations in any semester, you are required to repeat the same semester as and when the next batch is organized. In such cases, rules and regulations governing academic programs at that time would be applicable. In addition, additional semesters fees are to be borne by you as prescribed by the University.
- xvii. At the end of each semester, the performance of each Scholar Trainee in a course, is specified as a letter grade which is obtained through a Relative Grading procedure
- xviii. Any Scholar trainee securing 3 or more cumulative fail grade at any point in time will be expelled from WILP Program.
- xix. The 8th semester of study is fully devoted for dissertation / project work
- xx. If a Scholar trainee's CGPA is less than 5.5, the Scholar trainee will not be permitted to register for the dissertation. He/she has to re-appear for exams and secure a CGPA of 5.5 before taking up the dissertation. Also, a Scholar trainee with an E grade in any course will not be permitted to register for the Dissertation
- xxi. Project / Dissertation work has to be carried out by each individual separately. Teamwork is not permitted.
- xxii. The dissertation has to be completed strictly as per the guidelines that are outlined by collaborating institution.
- xxiii. WILP Scholar trainees are expected to maintain decorum and discipline in line with Wipro's professional work culture and environment.
- xxiv. In cases where a Scholar trainee deviates from the expected behaviour as prescribed by the WILP and partnering institution from time to time , strict action will be taken and the decision of the WILP Team / faculty /, University would be final and binding.
- xxv. Breach of integrity will be dealt with sternly. Such Scholar trainees will be asked to discontinue their studies and also expelled from WILP program.
- xxvi. On successful completion of the study, you will be eligible to receive the M-Tech degree from the collaborating University, in recognition of your successfully completing the course.
- xxvii. All Scholar trainees of the WILP will be given testimonials at the end of the successful completion of the M-Tech degree program. The testimonial contains the timeline in the WILP and the kind of project works carried during this opportunity.

Mode of contact session, examination pattern and other academic program norms are subject to change based on the prevailing situation / University norms declared from time to time. Decision of the University would be final and binding.

## **8. Conflict of Interest:**

- i. During your enrolment period with the WILP, you will focus exclusively on the requirements of the program. In addition to your study and academic requirements, you are required to engage yourself exclusively in the work assigned by Wipro and shall not take up any independent or individual assignments (whether part time or full time, in an advisory capacity or otherwise) directly or indirectly without the express written consent of Head /

## Manager of WILP Academy

- ii. You shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any person who is involved in activities, which are or shall be in conflict with the interests of Wipro.
- iii. The Conflict of Interest Policy also refers to the need on your part, during your enrolment and for a period of one year from the cessation of your enrolment with WILP (irrespective of the circumstances of, or the reasons for, the cessation) not to solicit, induce or encourage:
  - a. Any student/scholar trainee of the WILP to abandon /withdraw their enrolment with the program or to accept enrolment and/or employment with any competitor, supplier or any customer with whom you have a connection.
  - b. Any employee of Wipro to terminate their employment with Wipro or to accept employment with any competitor, supplier or any customer with whom you have a connection.
  - c. Any customer or vendor of Wipro to move their existing business with Wipro to a third party or to terminate their business relationship with Wipro.
  - d. Any existing employee and/or student of WILP to become associated with, or perform services of any type for any third party.
- iv. In case of any conflict or doubt, please discuss the matter with Head / Manager of WILP, to understand Wipro's position on this and resolve the conflict.

## 9. Obligation and Responsibilities:

- i. During the study period you will be governed by the WILP regulations and instructions as may be modified, from time to time, in relation to conduct, discipline and other matters.
- ii. During your study as part of WILP, Company expects you to undergo study in the area in which you are placed, with a high standard of initiative and efficiency. This is critical and Company has zero tolerance towards any deviations.
- iii. You would not be allowed to seek membership of any local or public body without the written approval from the Head / Manager of WILP.
- iv. During the study period and thereafter, you would not be allowed to give out to anyone in writing or by word of mouth or otherwise, particulars or details of work - process, technical know-how, research carried out, security arrangements, or administrative and/or organizational matters of confidential or secret nature which you may come across during your academic study or become known to you by virtue of your undergoing study under WILP or otherwise.
- v. You are bound by all regulations, instructions and policies of the WILP and Wipro. These are updated / modified on a periodic basis and new policies may be introduced and notified to Scholar trainees from time to time and you will be bound to comply with the same.
- vi. In consideration of the opportunities, trainings and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by WILP/Wipro and in the course of your association with WILP. This covenant shall endure during your association and beyond the cessation of your association with WILP (irrespective of the circumstances of, or the reasons for, the cessation).
- vii. In connection with your association with Wipro as part of the WILP and during the term of your association upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business or academic session hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

During the period of academic study, if you develop or conceptualize inventions, ideas, concepts, discoveries, techniques and improvements (including without limitation computer software) solely or jointly with others in relation to the operation of the WILP / Wipro, such developments will be fully communicated to the WILP academy and will be the sole intellectual property of Wipro. You agree to cooperate in the execution of documents to facilitate the assignment of such intellectual property when required.

## 10. Confidentiality:



- i. In consideration of the opportunities, training and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by Wipro and in the course of your enrolment. This covenant shall endure during your enrolment and beyond the cessation of your enrolment with Wipro (irrespective of the circumstances of, or the reasons for, the cessation).
- ii. During your training on projects at Wipro, you will be expected not to use or disclose any confidential information, including trade secrets, of any former employer (if any) or other person with whom you have an obligation of confidentiality and by signing below you affirm that you have no conflicting obligations or non-compete agreements that would prevent you from working without limitation for Wipro.

## **11. Assignment of Intellectual Property**

In connection with your enrolment and during the term of your enrolment, upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

## **12. Posting**

During the initial study period, initially you would be made familiar with Wipro, but you may if needed be re-assigned or transferred to another division, department, establishment or new location where Wipro, has its office or operation and WILP classes are running in the particular location, in India, without enhancing the scholarship amount. On placement of this nature, you will also be governed by the disciplinary rules and regulations as applicable in that unit/branch. You may also be placed in any sister company of Wipro, for practical studies.

## **13. Misconduct:**

- i. In case you are charged with any misconduct or disciplinary issue during your study period, your enrolment with WILP may be temporarily placed on suspension without payment of scholarship amount, for such period as Wipro may deem fit. If the charges against you are proved to be true, your enrolment may be immediately cancelled, without any notice or payment of scholarship in lieu of notice notwithstanding any clause of this letter of enrolment. It is clarified that this clause is without prejudice to Wipro's rights to enforce the Training Agreement duly signed by you even after cancellation of your enrolment for whatever reasons as the case may be.
- ii. Notwithstanding the condition regarding written notice of termination and without prejudice to Wipro's right to enforce the Training agreement, Wipro shall have the right to terminate your academic study without any notice or payment of scholarship in lieu thereof, if any declaration given or information furnished by you to WILP/ Wipro is found to be false or if you are found to have willfully suppressed any material information.

**Please note that at any stage, whether during your selection process or upon enrolment with the WILP, if it is brought to our notice that you have indulged in malpractices or used illegal means to clear your online assessment, Wipro shall withdraw or revoke the enrolment and cancel the same with immediate effect and we reserve our rights to take suitable action against you as we may deem fit.**

## **14. Cancellation of Enrolment:**

Notwithstanding any of the clauses of this letter of enrolment, Company reserves the right at its sole discretion to cancel this enrolment during the study period without assigning any reason, by giving one month's (30 days) notice or one month's scholarship/stipend in lieu of notice.

## **15. Study Hours:**

- i. As a Scholar Trainee – Work Integrated Learning Program, you will be called upon to undergo studies during the hours and days as may be fixed by WILP from time to time as per the University requirements.
- ii. You would be assigned to any of the locations and any project work as part of your WILP as may be decided by the Company.
- iii. The full day lecture sessions will be held at any of Wipro's other establishments/outsourced venue. You may also be called upon to attend academic study as and when required on holidays, as may be scheduled in accordance with the convenience of the organizing team of the WILP.
- iv. The university will plan contact classes in multiple format to suit the project work situations and university guidelines such as contact classes in ILT (instructor Led training) and / or VILT (virtual Instructor Led Training and Self-Directed / Recorded lecture sessions).

## 16. General:

- i. This letter of enrolment is subject to the condition that you have not provided us with any false declaration or wilfully suppressed any material information. If you have, you will be liable for cancellation of enrolment from the WILP without any prior notice.
- ii. The terms of this letter of enrolment may be specifically enforced legally, if required. In this connection, if any of the provisions of this letter are declared or found to be void or unenforceable due to any reason whatsoever, the remaining provisions of this letter shall continue in full force and effect.
- iii. These enrolment terms supersede and replace any existing agreement or understanding, if any, between Wipro and you relating to the same subject matter.
- iv. You warrant that you are not prevented by a court or by any other administrative or judicial order from enrolling under this agreement. In the event that you are not a citizen of the country of posting, you should have a valid work permit to work in the country of posting.
- v. During the period of enrolment you are required to comply with all policies of WILP and Wipro. These policies are updated / modified on a periodic basis and new policies may be introduced and notified to the Scholar Trainees from time to time. You agree to comply with all policies as modified from time to time.

## 17. On Completion/Cancellation of Academic Program:

- i. On Completion of the academic program or cancellation of your enrolment, as the case may be, you will immediately surrender to Wipro/ the Academy all specifications, formulae, documents, literature, drawings or records, etc. belonging to Wipro/ the Academy or relating to its business and shall not make or retain any copies of these items.
- ii. You are not eligible to receive testimonial certificate if you do not successfully complete the academic study in accordance with this letter of enrolment and the study scheme formulated by the Academy.
- iii. Wipro reserves the right to offer employment at its sole discretion to a Scholar trainee on successful and satisfactory completion of the academic study.

## 18. Acceptance of Enrolment Letter:

Upon accepting the above terms and conditions, you are required to return the duplicate of this letter of enrolment, duly signed by you as a token of your acceptance on the day of joining WILP program.

Please confirm that the above terms are acceptable to you and that you accept the enrolment by signing a copy of this letter of enrolment and submit the same on the date of joining.

## 19. Work Allocation:

As part of your work responsibilities, you may be assigned to work on certain projects/accounts or other assignments as may be deemed fit by the Company in its sole discretion. Refusal to accept and deliver on such assignments shall be treated as a refusal to work and may result in termination of your employment or other disciplinary action.

Yours sincerely,

For **Wipro Limited**,



**Aparna Shailen**  
**General Manager - Human Resources**

I have read, understood and agree to accept the enrolment on the terms and conditions herein.

I shall be present for the induction session on

## **ANNEXURE I**

### **CONFIRMATION ON SHARING PERSONAL INFORMATION (AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT, 2000)**

I Radheshyam Thakur, confirm that I am voluntarily sharing my Personal Information with Wipro Limited ('Wipro') being a part of WILP of Wipro for the following purposes:

- a. validating my application form and retaining records on the same for any future reference/verification;
- b. processing my application form including background verification checks;
- c. academic study related actions including record keeping, processing scholarship advance and benefits and any action required in the context of my enrolment with Wipro, being a part of WILP.

In this context, I also agree to the retention of such Personal Information by Wipro for any future reference/verification and authorize Wipro to transfer the same to a third party.

I understand that 'Personal Information' means any information, relating to me that is available with Wipro and is capable of identifying me."

## **ANNEXURE II**

I hereby confirm that I shall submit the required academic certificate including but not limited to mark sheet and Provisional or Convocation Degree Certificate within 3 months from my date of joining. I understand that my enrolment is subject to my aggregate meeting the Wipro eligibility criteria and submission of the above mentioned documents.

I hereby declare that all the particulars mentioned above are true to the best of my knowledge. In the event of my failure to submit the above mentioned documents or in case of any discrepancy, I shall be liable for termination of my enrolment with Wipro.

## **ANNEXURE – III**

### **INITIAL INDUCTION PROGRAM**

The Talent Transformation team at Wipro groom's campus selects to help them face the challenges of the corporate world.

A holistic 360 degree approach to training is adopted and helps them hone their fundamental computer skills followed by insights into Wipro businesses, process, technology and behavioural skills.

To understand and appreciate the mindset of the young Trainees and ensure that the transformation is smooth, the induction program is done by a team of dedicated professionals who have exposure to the academic and corporate sectors alike. Project Readiness Program (PRP) is a training program designed to address the basic learning needs of the Trainees.

#### **Corporate Readiness Program - CRP**

The CRP program is focused on making young Trainees comfortable in a corporate environment. This program starts with a corporate induction.

"EMERGE" a behavioural skills building training program ensures that the fresh Trainee start feeling at ease in the "corporate world". This activity based behavioural intervention informs the new entrants about the corporate work culture and business etiquette.

#### **Technology Readiness Program - TRP**

The technology training provides critical technical skills required to work on projects allocated to Trainees and prepare to face the demands of the project world. We begin doing this by familiarizing with Wipro's businesses and work environment.

The methodology of training is "Project Based Learning" (PBL) approach, the entire learning is designed around a series of projects that the recruits are expected to complete individually by learning and applying various topics required to complete the project. Starting with individual projects, the PBL approach ends with recruits working on a team project.

## **ANNEXURE – IV**

I have read and understood the terms of my enrolment letter. I agree and acknowledge that I am a Student/Scholar trainee with Wipro's WILP. I further undertake that I shall not represent to any person within Wipro or any other third

party that I am an employee of Wipro Ltd and I fully understand that such false representation shall entail severe disciplinary action including immediate cancellation of my enrolment.

### **Travel, Accommodation, Food & Other Miscellaneous Expenses**

#### **Travel**

- i. You would be entitled for Rs. 1500 from the date of appointment as a lump sum amount that will be credited with your first month stipend. You may utilize this amount towards Travel and you would not need to submit bills towards usage of this amount.
- ii. There is no provision for reimbursement/allowance towards any expenses incurred in lieu of attending training or classes at different locations in the same city.

#### **Accommodation, Food & other Miscellaneous Expenses**

- i. You would be entitled for Rs.400 per day for 8 days (total amount of Rs.3,200) from the date of joining. You may utilize this amount towards accommodation, food & other miscellaneous expenses. This would be paid as a lump sum amount that will be credited with your first month stipend and you would not need to submit bills towards usage of this amount.
- ii. If your posting location (the location where you would be based out of after training) is different from the training location (location where you undergo initial training), you would be entitled for the following:  
  
Settlement and Miscellaneous Expenses: Rs.1200 per day for 7 days (total amount of Rs. 8,400) from the date of reporting to the posting location. You may utilize this amount towards boarding, lodging, conveyance & other miscellaneous expenses.
- iii. Any location change after reporting to posting location will be treated as relocation/transfer and will be covered under the Transfer policy for Team Rainbow. For details you can refer the policy at myWipro-> My Policies -> India->My Travel>Transfer Policy-Team Rainbow.
- iv. Campus joiners would not be eligible for accommodation at the Wipro guest houses.

**Please note in the event that the employee leaves the organization within 6 months from the date of joining, all payments processed under Joining & Relocation Entitlements shall be recovered from the employee at the time of exit.**

**Skill Preferences 1 :** [DAAI -Cloud & Digital Database](#)

**Location Preferences 1 :** [Bangalore](#)

**Skill Preferences 2 :** [CEP-SAP-ABAP](#)

**Location Preferences 2 :** [Mysore](#)

**Skill Preferences 3 :** [Python App](#)

**Location Preferences 3 :** [Chennai](#)

☒ Accept ☐ Decline

☒ **Signature** [Radheshyam Thakur 25/1/2023 10:00 PM](#)  
(checking the checkbox above is equivalent to a handwritten signature)

Registered Office:

**Wipro Limited** T :+91 (80) 2844 0011

Doddakannelli F :+91 (80) 2844 0054

Sarjapur Road E :info@wipro.com

Bengaluru 560 035 W :wipro.com

India C :L32102KA1945PLC020800

26168298



## Welcome to Wipro's Work Integrated Learning Program ("WILP")

**Work Integrated Learning Programme**  
**Wipro Limited, Dodda Kannelli**  
**Sarjapur Road, Bengaluru - 560 035.**  
**Phone: (080) 28440011/12, Fax: (080) 28440256**

Dear SHAIK FAREED,

### **Sub: Enrolment letter to Wipro's Work Integrated Learning Program ("WILP") as Scholar Trainee – Work Integrated Learning Program**

Welcome to WILP!

With reference to your application, it is our pleasure to enroll you as a Scholar Trainee – Work Integrated Learning Program. This is a scholarship program customized as a robust academic and training program which will enable you to obtain M-Tech degree from one of the premier engineering institution / University in India.

The duration of the academic program shall be 48 months from the **date of enrolment to the academic program**. You will be enrolled into the academic program within 12 months from date of joining. Your date of joining will be intimated through a separate communication.

We hope you enjoy the learning with WILP and have an enriching experience being a part of Wipro Limited ("Wipro or "Company").

Please read through the terms and conditions of your enrolment as provided below.

We look forward to having a long and fruitful relationship with you at WILP, Wish you all the best!

Yours sincerely,  
For **Wipro Limited**,

**Aparna Shailen**  
**General Manager - Human Resources**

#### **Endorsement**

I accept the enrolment and the terms and conditions thereof as specified below. I shall report for undergoing study on

#### **Terms & Conditions of Scholarship**

##### **1. PROFILE:**

You have been selected to be a part of Wipro's WILP and are enrolled as a Scholar Trainee- Work Integrated Learning Program. Upon joining WILP, you will have to undergo a "Project Readiness Program" ('PRP') that prepares you to participate in projects at the Company as part of this learning program. This robust academic program will also enable you to obtain **M-Tech degree from one of the premier engineering Institution / University** upon successful completion of the course.

##### **2. DURATION:**

The duration of your academic program will be for a period of 48 months from the date of enrolment to the academic program. You will be enrolled into the academic program within 12 months from date of joining. Unless the Company extends the period of your study in writing, which is done solely at the discretion of the Company, your enrolment would automatically terminate at the end of the stated 48 months.

In case the Company extends the academic period (in writing) you will continue to be enrolled as a Scholar Trainee – Work Integrated Learning Program with WILP.

### 3. Appointment details:

We provide support to our global customers through various Company locations in India to suit customer requirements by operating 24x7. You would be operating from any of these locations and in any of the shifts, including night shift, as may be decided by the Company, keeping in mind the business needs and deliverables to customers.

### 4. Scholarship/Stipend and Benefits

During your period of enrolment, you would be entitled to a consolidated monthly scholarship.

Apart from the monthly scholarship, the Company will provide you with life & accidental insurance that would include a cover for you, the premium / cost will be taken care of by Wipro. This is a voluntary benefit offered by the Company and the details of the same are listed below.

- i. A Group Personal Accident Insurance (GPAI) coverage of **Rs.12,00,000/-**. You could also choose to get additional coverage for a nominal and highly negotiated premium. More details on the policy are available in My Policies section in myWipro, the HR portal at Wipro.
- ii. Group Life Insurance coverage of **Rs.14, 00,000/-**. This sum insured is inclusive of cover as per EDLI (Employee Deposit Linked Insurance). You can also get an extra coverage for a nominal and highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

In addition to the above, you are also eligible for medical insurance cover towards hospitalization.

You are eligible for a floater coverage of Rs.2,00,000/- per annum for family (self, spouse & children) towards hospitalization. There will be a deduction from your monthly scholarship/stipend depending on your marital/family status towards the base sum insured premium. 10% of the claim amount would need to be borne by the employee/Scholar trainee.

Base Medical insurance is to be availed by the employee as default. It is accounted for in deductions as a nominal monthly charge. Top-Up cover is voluntary and charged as applicable during renewal timelines.

If you wish to enhance the coverage, a top up cover option is also available for a highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

The below table lists down your scholarship details:

| Period      | Scholarship | ESI | Consolidated Scholarship (Rs. Per Month) |
|-------------|-------------|-----|------------------------------------------|
| First year  | 15000       | 488 | 15,488/- (*)                             |
| Second year | 17000       | 553 | 17,553/- (*)                             |
| Third year  | 19000       | 618 | 19,618/- (*)                             |
| Fourth year | 23000       | 0   | 23,000/- (*)                             |

(\*) You shall be responsible for payment of all statutory contributions, taxes, dues and levies as may be required under the relevant laws including contributions under Employees' State Insurance Corporation Act (**at 0.75% of your Scholarship**) as and when applicable to you. Such contributions, taxes, dues and levies where required, shall be deducted from your Scholarship and benefits according to applicable laws and regulations.

Your fourth-year scholarship will continue until completion of your M-Tech program. Your enrolment into the MTech academic program within 12 months from date of joining.

You shall be eligible to receive a onetime "joining bonus" of Rs.75,000 after you join Wipro along with your first month salary. All applicable taxes on the payment of this amount will be borne by you. Please note in the event you leave the organization within 12 months from the date of joining, payment processed under Joining bonus shall be recovered from the employee at the time of exit.

The enhancement of the scholarship at the end of each academic year of study will be at the discretion of the Company and subject to your satisfactory progress of study, acquisition of skills, behavior, regularity and punctuality in attendance. Your continued enrolment in the course, will be at the discretion of the Company, and is subject to satisfactory academic performance and other requirements as prescribed in the WILP portal.

In case your project performance at any stage is not found to be at par with the requirement of WILP, then you would be placed on performance improvement program (PIP). If you fail to successfully complete the PIP, the Company may at its sole discretion discontinue your enrolment in the WILP program.

#### **Book Allowance:**

A Book Allowance of Rs.1,250/- will be provided to you per semester. This allowance will be given every semester except the last semester when you will be engaged in dissertation. The allowance will be paid to you centrally along with your scholarship during the course of each semester. The allowance will be subject to tax. Book allowance is applicable and paid only when you are registered for the semester.

#### **5. Training Agreement:**

- i. This letter of enrolment is subject to the execution of a training agreement in the prescribed proforma with Wipro Limited, Sarjapur Road, Doddakannelli, Bengaluru-560035 on or before joining the program ("Training Agreement").
- ii. This Training agreement shall be for a total period of 60 Months where you will be mentored for developing your skills and knowledge. This included technical training, in various formats, both online and offline and practical experience in various projects. The Company invests on your behalf for the cost of these trainings. Should you discontinue the WILP program or your enrolment with WILP is cancelled for any reason whatsoever before the completion of 60 months from the date of joining, the training expenses of Rs.75,000/-(Rupees Seventy five thousand only) will have to be paid by you as detailed in the Training Agreement.

#### **6. PROJECT READINESS PROGRAM (PRP)**

Upon enrolment, you will have to undergo a Project Readiness Program (PRP) to prepare you to participate in projects. This is offered by Wipro's - Talent Transformation Department to all campus and off-campus selects. The broad objective of PRP is to equip you with the necessary knowledge and skills that will enable you to start working on real-life project work which is an integral part of the WILP.

#### **7. Regulations of Academic study:**

- i. You will be enrolled for M-Tech program with a renowned institution ("University") that collaborates with Wipro for WILP.
- ii. Course specialization includes but is not limited to Software Systems, Software Engineering, Information Technology, Computing Systems and Infrastructure Management, Data Analytics, IoT, Cloud, Digital & Cyber security, Embedded Systems.
- iii. Your specialization and enrolment would be decided based on prevailing business requirements and decision of the Company is final and binding.
- iv. You will not be able to change Specialization track after enrolment.
- v. Overall program duration is 4 years from date of enrolment of academic program.
- vi. As per the program structure, a WILP Scholar trainee will register and pursue 4 to 6 courses per semester over 7 semesters.
- vii. You will be required to submit a project work / dissertation in your final semester (8<sup>th</sup> semester of your program). This will enable you to advance your professional capabilities by applying concepts and techniques in projects.
- viii. Each course has multiple evaluation components. This includes an assignment component, quiz, mid-semester examination and comprehension examination. All evaluation components are mandatory for securing a pass grade in a course as prescribed by the partnering institution.

- ix. Contact classes are organized as per the handout and calendar prepared and shared by the University at the beginning of each semester. In the normal course, one session of 2 hours duration per course per contact class is organized.
- x. You will be called upon to undergo studies during the hours and days as may be fixed by the Company from time to time. Normally, the study hours would be from 9:00am to 6:00pm
- xi. The faculty will take attendance/circulate attendance sheets for every session. It is your responsibility to ensure that your attendances are recorded properly.
- xii. WILP Scholar trainees are expected to be on time for every session. Punctuality is non-negotiable and the faculty reserves the right to deny entry and attendance to late comers.
- xiii. Attending 75% of contact session is mandatory for each course to appear for examinations.
- xiv. Not attending classes for reasons like medical/on the job training /late coming/personal problems and other similar reasons would be treated as absenteeism.
- xv. Scholar trainees who fail to meet the minimum attendance criteria will not qualify for comprehension exams for any of the registered courses in that semester.
- xvi. For any reason, you are not able to meet the minimum attendance criteria or not complete the mandatory assignments / quiz / examinations in any semester, you are required to repeat the same semester as and when the next batch is organized. In such cases, rules and regulations governing academic programs at that time would be applicable. In addition, additional semesters fees are to be borne by you as prescribed by the University.
- xvii. At the end of each semester, the performance of each Scholar Trainee in a course, is specified as a letter grade which is obtained through a Relative Grading procedure
- xviii. Any Scholar trainee securing 3 or more cumulative fail grade at any point in time will be expelled from WILP Program.
- xix. The 8th semester of study is fully devoted for dissertation / project work
- xx. If a Scholar trainee's CGPA is less than 5.5, the Scholar trainee will not be permitted to register for the dissertation. He/she has to re-appear for exams and secure a CGPA of 5.5 before taking up the dissertation. Also, a Scholar trainee with an E grade in any course will not be permitted to register for the Dissertation
- xxi. Project / Dissertation work has to be carried out by each individual separately. Teamwork is not permitted.
- xxii. The dissertation has to be completed strictly as per the guidelines that are outlined by collaborating institution.
- xxiii. WILP Scholar trainees are expected to maintain decorum and discipline in line with Wipro's professional work culture and environment.
- xxiv. In cases where a Scholar trainee deviates from the expected behaviour as prescribed by the WILP and partnering institution from time to time , strict action will be taken and the decision of the WILP Team / faculty /, University would be final and binding.
- xxv. Breach of integrity will be dealt with sternly. Such Scholar trainees will be asked to discontinue their studies and also expelled from WILP program.
- xxvi. On successful completion of the study, you will be eligible to receive the M-Tech degree from the collaborating University, in recognition of your successfully completing the course.
- xxvii. All Scholar trainees of the WILP will be given testimonials at the end of the successful completion of the M-Tech degree program. The testimonial contains the timeline in the WILP and the kind of project works carried during this opportunity.

Mode of contact session, examination pattern and other academic program norms are subject to change based on the prevailing situation / University norms declared from time to time. Decision of the University would be final and binding.

#### **8. Conflict of Interest:**

- i. During your enrolment period with the WILP, you will focus exclusively on the requirements of the program. In addition to your study and academic requirements, you are required to engage yourself exclusively in the work assigned by Wipro and shall not take up any independent or individual assignments (whether part time or full time, in an advisory capacity or otherwise) directly or indirectly without the express written consent of Head /



## Manager of WILP Academy

- ii. You shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any person who is involved in activities, which are or shall be in conflict with the interests of Wipro.
- iii. The Conflict of Interest Policy also refers to the need on your part, during your enrolment and for a period of one year from the cessation of your enrolment with WILP (irrespective of the circumstances of, or the reasons for, the cessation) not to solicit, induce or encourage:
  - a. Any student/scholar trainee of the WILP to abandon /withdraw their enrolment with the program or to accept enrolment and/or employment with any competitor, supplier or any customer with whom you have a connection.
  - b. Any employee of Wipro to terminate their employment with Wipro or to accept employment with any competitor, supplier or any customer with whom you have a connection.
  - c. Any customer or vendor of Wipro to move their existing business with Wipro to a third party or to terminate their business relationship with Wipro.
  - d. Any existing employee and/or student of WILP to become associated with, or perform services of any type for any third party.
- iv. In case of any conflict or doubt, please discuss the matter with Head / Manager of WILP, to understand Wipro's position on this and resolve the conflict.

## 9. Obligation and Responsibilities:

- i. During the study period you will be governed by the WILP regulations and instructions as may be modified, from time to time, in relation to conduct, discipline and other matters.
- ii. During your study as part of WILP, Company expects you to undergo study in the area in which you are placed, with a high standard of initiative and efficiency. This is critical and Company has zero tolerance towards any deviations.
- iii. You would not be allowed to seek membership of any local or public body without the written approval from the Head / Manager of WILP.
- iv. During the study period and thereafter, you would not be allowed to give out to anyone in writing or by word of mouth or otherwise, particulars or details of work - process, technical know-how, research carried out, security arrangements, or administrative and/or organizational matters of confidential or secret nature which you may come across during your academic study or become known to you by virtue of your undergoing study under WILP or otherwise.
- v. You are bound by all regulations, instructions and policies of the WILP and Wipro. These are updated / modified on a periodic basis and new policies may be introduced and notified to Scholar trainees from time to time and you will be bound to comply with the same.
- vi. In consideration of the opportunities, trainings and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by WILP/Wipro and in the course of your association with WILP. This covenant shall endure during your association and beyond the cessation of your association with WILP (irrespective of the circumstances of, or the reasons for, the cessation).
- vii. In connection with your association with Wipro as part of the WILP and during the term of your association upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business or academic session hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

During the period of academic study, if you develop or conceptualize inventions, ideas, concepts, discoveries, techniques and improvements (including without limitation computer software) solely or jointly with others in relation to the operation of the WILP / Wipro, such developments will be fully communicated to the WILP academy and will be the sole intellectual property of Wipro. You agree to cooperate in the execution of documents to facilitate the assignment of such intellectual property when required.

## 10. Confidentiality:

- i. In consideration of the opportunities, training and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by Wipro and in the course of your enrolment. This covenant shall endure during your enrolment and beyond the cessation of your enrolment with Wipro (irrespective of the circumstances of, or the reasons for, the cessation).
- ii. During your training on projects at Wipro, you will be expected not to use or disclose any confidential information, including trade secrets, of any former employer (if any) or other person with whom you have an obligation of confidentiality and by signing below you affirm that you have no conflicting obligations or non-compete agreements that would prevent you from working without limitation for Wipro.

## **11. Assignment of Intellectual Property**

In connection with your enrolment and during the term of your enrolment, upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

## **12. Posting**

During the initial study period, initially you would be made familiar with Wipro, but you may if needed be re-assigned or transferred to another division, department, establishment or new location where Wipro, has its office or operation and WILP classes are running in the particular location, in India, without enhancing the scholarship amount. On placement of this nature, you will also be governed by the disciplinary rules and regulations as applicable in that unit/branch. You may also be placed in any sister company of Wipro, for practical studies.

## **13. Misconduct:**

- i. In case you are charged with any misconduct or disciplinary issue during your study period, your enrolment with WILP may be temporarily placed on suspension without payment of scholarship amount, for such period as Wipro may deem fit. If the charges against you are proved to be true, your enrolment may be immediately cancelled, without any notice or payment of scholarship in lieu of notice notwithstanding any clause of this letter of enrolment. It is clarified that this clause is without prejudice to Wipro's rights to enforce the Training Agreement duly signed by you even after cancellation of your enrolment for whatever reasons as the case may be.
- ii. Notwithstanding the condition regarding written notice of termination and without prejudice to Wipro's right to enforce the Training agreement, Wipro shall have the right to terminate your academic study without any notice or payment of scholarship in lieu thereof, if any declaration given or information furnished by you to WILP/ Wipro is found to be false or if you are found to have willfully suppressed any material information.

**Please note that at any stage, whether during your selection process or upon enrolment with the WILP, if it is brought to our notice that you have indulged in malpractices or used illegal means to clear your online assessment, Wipro shall withdraw or revoke the enrolment and cancel the same with immediate effect and we reserve our rights to take suitable action against you as we may deem fit.**

## **14. Cancellation of Enrolment:**

Notwithstanding any of the clauses of this letter of enrolment, Company reserves the right at its sole discretion to cancel this enrolment during the study period without assigning any reason, by giving one month's (30 days) notice or one month's scholarship/stipend in lieu of notice.

## **15. Study Hours:**

- i. As a Scholar Trainee – Work Integrated Learning Program, you will be called upon to undergo studies during the hours and days as may be fixed by WILP from time to time as per the University requirements.
- ii. You would be assigned to any of the locations and any project work as part of your WILP as may be decided by the Company.
- iii. The full day lecture sessions will be held at any of Wipro's other establishments/outsourced venue. You may also be called upon to attend academic study as and when required on holidays, as may be scheduled in accordance with the convenience of the organizing team of the WILP.
- iv. The university will plan contact classes in multiple format to suit the project work situations and university guidelines such as contact classes in ILT (instructor Led training) and / or VILT (virtual Instructor Led Training and Self-Directed / Recorded lecture sessions).

## 16. General:

- i. This letter of enrolment is subject to the condition that you have not provided us with any false declaration or wilfully suppressed any material information. If you have, you will be liable for cancellation of enrolment from the WILP without any prior notice.
- ii. The terms of this letter of enrolment may be specifically enforced legally, if required. In this connection, if any of the provisions of this letter are declared or found to be void or unenforceable due to any reason whatsoever, the remaining provisions of this letter shall continue in full force and effect.
- iii. These enrolment terms supersede and replace any existing agreement or understanding, if any, between Wipro and you relating to the same subject matter.
- iv. You warrant that you are not prevented by a court or by any other administrative or judicial order from enrolling under this agreement. In the event that you are not a citizen of the country of posting, you should have a valid work permit to work in the country of posting.
- v. During the period of enrolment you are required to comply with all policies of WILP and Wipro. These policies are updated / modified on a periodic basis and new policies may be introduced and notified to the Scholar Trainees from time to time. You agree to comply with all policies as modified from time to time.

## 17. On Completion/Cancellation of Academic Program:

- i. On Completion of the academic program or cancellation of your enrolment , as the case may be, you will immediately surrender to Wipro/ the Academy all specifications, formulae, documents, literature, drawings or records, etc. belonging to Wipro/ the Academy or relating to its business and shall not make or retain any copies of these items.
- ii. You are not eligible to receive testimonial certificate if you do not successfully complete the academic study in accordance with this letter of enrolment and the study scheme formulated by the Academy.
- iii. Wipro reserves the right to offer employment at its sole discretion to a Scholar trainee on successful and satisfactory completion of the academic study.

## 18. Acceptance of Enrolment Letter:

Upon accepting the above terms and conditions, you are required to return the duplicate of this letter of enrolment, duly signed by you as a token of your acceptance on the day of joining WILP program.

Please confirm that the above terms are acceptable to you and that you accept the enrolment by signing a copy of this letter of enrolment and submit the same on the date of joining.

## 19. Work Allocation:

As part of your work responsibilities, you may be assigned to work on certain projects/accounts or other assignments as may be deemed fit by the Company in its sole discretion. Refusal to accept and deliver on such assignments shall be treated as a refusal to work and may result in termination of your employment or other disciplinary action.

Yours sincerely,

For **Wipro Limited**,



**Aparna Shailen**  
**General Manager - Human Resources**

I have read, understood and agree to accept the enrolment on the terms and conditions herein.

I shall be present for the induction session on

## **ANNEXURE I**

### **CONFIRMATION ON SHARING PERSONAL INFORMATION (AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT, 2000)**

I Radheshyam Thakur, confirm that I am voluntarily sharing my Personal Information with Wipro Limited ('Wipro') being a part of WILP of Wipro for the following purposes:

- a. validating my application form and retaining records on the same for any future reference/verification;
- b. processing my application form including background verification checks;
- c. academic study related actions including record keeping, processing scholarship advance and benefits and any action required in the context of my enrolment with Wipro, being a part of WILP.

In this context, I also agree to the retention of such Personal Information by Wipro for any future reference/verification and authorize Wipro to transfer the same to a third party.

I understand that 'Personal Information' means any information, relating to me that is available with Wipro and is capable of identifying me."

## **ANNEXURE II**

I hereby confirm that I shall submit the required academic certificate including but not limited to mark sheet and Provisional or Convocation Degree Certificate within 3 months from my date of joining. I understand that my enrolment is subject to my aggregate meeting the Wipro eligibility criteria and submission of the above mentioned documents.

I hereby declare that all the particulars mentioned above are true to the best of my knowledge. In the event of my failure to submit the above mentioned documents or in case of any discrepancy, I shall be liable for termination of my enrolment with Wipro.

## **ANNEXURE – III**

### **INITIAL INDUCTION PROGRAM**

The Talent Transformation team at Wipro groom's campus selects to help them face the challenges of the corporate world.

A holistic 360 degree approach to training is adopted and helps them hone their fundamental computer skills followed by insights into Wipro businesses, process, technology and behavioural skills.

To understand and appreciate the mindset of the young Trainees and ensure that the transformation is smooth, the induction program is done by a team of dedicated professionals who have exposure to the academic and corporate sectors alike. Project Readiness Program (PRP) is a training program designed to address the basic learning needs of the Trainees.

#### **Corporate Readiness Program - CRP**

The CRP program is focused on making young Trainees comfortable in a corporate environment. This program starts with a corporate induction.

"EMERGE" a behavioural skills building training program ensures that the fresh Trainee start feeling at ease in the "corporate world". This activity based behavioural intervention informs the new entrants about the corporate work culture and business etiquette.

#### **Technology Readiness Program - TRP**

The technology training provides critical technical skills required to work on projects allocated to Trainees and prepare to face the demands of the project world. We begin doing this by familiarizing with Wipro's businesses and work environment.

The methodology of training is "Project Based Learning" (PBL) approach, the entire learning is designed around a series of projects that the recruits are expected to complete individually by learning and applying various topics required to complete the project. Starting with individual projects, the PBL approach ends with recruits working on a team project.

## **ANNEXURE – IV**

I have read and understood the terms of my enrolment letter. I agree and acknowledge that I am a Student/Scholar trainee with Wipro's WILP. I further undertake that I shall not represent to any person within Wipro or any other third

party that I am an employee of Wipro Ltd and I fully understand that such false representation shall entail severe disciplinary action including immediate cancellation of my enrolment.

### **Travel, Accommodation, Food & Other Miscellaneous Expenses**

#### **Travel**

- i. You would be entitled for Rs. 1500 from the date of appointment as a lump sum amount that will be credited with your first month stipend. You may utilize this amount towards Travel and you would not need to submit bills towards usage of this amount.
- ii. There is no provision for reimbursement/allowance towards any expenses incurred in lieu of attending training or classes at different locations in the same city.

#### **Accommodation, Food & other Miscellaneous Expenses**

- i. You would be entitled for Rs.400 per day for 8 days (total amount of Rs.3,200) from the date of joining. You may utilize this amount towards accommodation, food & other miscellaneous expenses. This would be paid as a lump sum amount that will be credited with your first month stipend and you would not need to submit bills towards usage of this amount.
- ii. If your posting location (the location where you would be based out of after training) is different from the training location (location where you undergo initial training), you would be entitled for the following:  
  
Settlement and Miscellaneous Expenses: Rs.1200 per day for 7 days (total amount of Rs. 8,400) from the date of reporting to the posting location. You may utilize this amount towards boarding, lodging, conveyance & other miscellaneous expenses.
- iii. Any location change after reporting to posting location will be treated as relocation/transfer and will be covered under the Transfer policy for Team Rainbow. For details you can refer the policy at myWipro-> My Policies -> India->My Travel>Transfer Policy-Team Rainbow.
- iv. Campus joiners would not be eligible for accommodation at the Wipro guest houses.

**Please note in the event that the employee leaves the organization within 6 months from the date of joining, all payments processed under Joining & Relocation Entitlements shall be recovered from the employee at the time of exit.**

**Skill Preferences 1 :** [DAAI -Cloud & Digital Database](#)

**Location Preferences 1 :** [Bangalore](#)

**Skill Preferences 2 :** [CEP-SAP-ABAP](#)

**Location Preferences 2 :** [Mysore](#)

**Skill Preferences 3 :** [Python App](#)

**Location Preferences 3 :** [Chennai](#)

☒ Accept ☐ Decline

☒ **Signature** [Radheshyam Thakur 25/1/2023 10:00 PM](#)  
(checking the checkbox above is equivalent to a handwritten signature)

Registered Office:

**Wipro Limited** T :+91 (80) 2844 0011

Doddakannelli F :+91 (80) 2844 0054

Sarjapur Road E :info@wipro.com

Bengaluru 560 035 W :wipro.com

India C :L32102KA1945PLC020800

26168298



## Welcome to Wipro's Work Integrated Learning Program ("WILP")

**Work Integrated Learning Programme**  
**Wipro Limited, Dodda Kannelli**  
**Sarjapur Road, Bengaluru - 560 035.**  
**Phone: (080) 28440011/12, Fax: (080) 28440256**

Dear SHAIK MOHAMMED AYAN A,

### **Sub: Enrolment letter to Wipro's Work Integrated Learning Program ("WILP") as Scholar Trainee – Work Integrated Learning Program**

Welcome to WILP!

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We hope you enjoy the learning with WILP and have an enriching experience being a part of Wipro Limited ("Wipro or "Company").

Please read through the terms and conditions of your enrolment as provided below.

We look forward to having a long and fruitful relationship with you at WILP, Wish you all the best!

Yours sincerely,  
For **Wipro Limited**,

**Aparna Shailen**  
**General Manager - Human Resources**

### **Endorsement**

I accept the enrolment and the terms and conditions thereof as specified below. I shall report for undergoing study on

### **Terms & Conditions of Scholarship**

#### **1. PROFILE:**

You have been selected to be a part of Wipro's WILP and are enrolled as a Scholar Trainee- Work Integrated Learning Program. Upon joining WILP, you will have to undergo a "Project Readiness Program" ('PRP') that prepares you to participate in projects at the Company as part of this learning program. This robust academic program will also enable you to obtain **M-Tech degree from one of the premier engineering Institution / University** upon successful completion of the course.

#### **2. DURATION:**

The duration of your academic program will be for a period of 48 months from the date of enrolment to the academic program. You will be enrolled into the academic program within 12 months from date of joining. Unless the Company extends the period of your study in writing, which is done solely at the discretion of the Company, your enrolment would automatically terminate at the end of the stated 48 months.

In case the Company extends the academic period (in writing) you will continue to be enrolled as a Scholar Trainee – Work Integrated Learning Program with WILP.

### 3. Appointment details:

We provide support to our global customers through various Company locations in India to suit customer requirements by operating 24x7. You would be operating from any of these locations and in any of the shifts, including night shift, as may be decided by the Company, keeping in mind the business needs and deliverables to customers.

### 4. Scholarship/Stipend and Benefits

During your period of enrolment, you would be entitled to a consolidated monthly scholarship.

Apart from the monthly scholarship, the Company will provide you with life & accidental insurance that would include a cover for you, the premium / cost will be taken care of by Wipro. This is a voluntary benefit offered by the Company and the details of the same are listed below.

- i. A Group Personal Accident Insurance (GPAI) coverage of **Rs.12,00,000/-**. You could also choose to get additional coverage for a nominal and highly negotiated premium. More details on the policy are available in My Policies section in myWipro, the HR portal at Wipro.
- ii. Group Life Insurance coverage of **Rs.14, 00,000/-**. This sum insured is inclusive of cover as per EDLI (Employee Deposit Linked Insurance). You can also get an extra coverage for a nominal and highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

In addition to the above, you are also eligible for medical insurance cover towards hospitalization.

You are eligible for a floater coverage of Rs.2,00,000/- per annum for family (self, spouse & children) towards hospitalization. There will be a deduction from your monthly scholarship/stipend depending on your marital/family status towards the base sum insured premium. 10% of the claim amount would need to be borne by the employee/Scholar trainee.

Base Medical insurance is to be availed by the employee as default. It is accounted for in deductions as a nominal monthly charge. Top-Up cover is voluntary and charged as applicable during renewal timelines.

If you wish to enhance the coverage, a top up cover option is also available for a highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

The below table lists down your scholarship details:

| Period      | Scholarship | ESI | Consolidated Scholarship (Rs. Per Month) |
|-------------|-------------|-----|------------------------------------------|
| First year  | 15000       | 488 | 15,488/- (*)                             |
| Second year | 17000       | 553 | 17,553/- (*)                             |
| Third year  | 19000       | 618 | 19,618/- (*)                             |
| Fourth year | 23000       | 0   | 23,000/- (*)                             |

(\*) You shall be responsible for payment of all statutory contributions, taxes, dues and levies as may be required under the relevant laws including contributions under Employees' State Insurance Corporation Act (**at 0.75% of your Scholarship**) as and when applicable to you. Such contributions, taxes, dues and levies where required, shall be deducted from your Scholarship and benefits according to applicable laws and regulations.

Your fourth-year scholarship will continue until completion of your M-Tech program. Your enrolment into the MTech academic program within 12 months from date of joining.

You shall be eligible to receive a onetime "joining bonus" of Rs.75,000 after you join Wipro along with your first month salary. All applicable taxes on the payment of this amount will be borne by you. Please note in the event you leave the organization within 12 months from the date of joining, payment processed under Joining bonus shall be recovered from the employee at the time of exit.

The enhancement of the scholarship at the end of each academic year of study will be at the discretion of the Company and subject to your satisfactory progress of study, acquisition of skills, behavior, regularity and punctuality in attendance. Your continued enrolment in the course, will be at the discretion of the Company, and is subject to satisfactory academic performance and other requirements as prescribed in the WILP portal.

In case your project performance at any stage is not found to be at par with the requirement of WILP, then you would be placed on performance improvement program (PIP). If you fail to successfully complete the PIP, the Company may at its sole discretion discontinue your enrolment in the WILP program.

#### **Book Allowance:**

A Book Allowance of Rs.1,250/- will be provided to you per semester. This allowance will be given every semester except the last semester when you will be engaged in dissertation. The allowance will be paid to you centrally along with your scholarship during the course of each semester. The allowance will be subject to tax. Book allowance is applicable and paid only when you are registered for the semester.

#### **5. Training Agreement:**

- i. This letter of enrolment is subject to the execution of a training agreement in the prescribed proforma with Wipro Limited, Sarjapur Road, Doddakannelli, Bengaluru-560035 on or before joining the program ("Training Agreement").
- ii. This Training agreement shall be for a total period of 60 Months where you will be mentored for developing your skills and knowledge. This included technical training, in various formats, both online and offline and practical experience in various projects. The Company invests on your behalf for the cost of these trainings. Should you discontinue the WILP program or your enrolment with WILP is cancelled for any reason whatsoever before the completion of 60 months from the date of joining, the training expenses of Rs.75,000/-(Rupees Seventy five thousand only) will have to be paid by you as detailed in the Training Agreement.

#### **6. PROJECT READINESS PROGRAM (PRP)**

Upon enrolment, you will have to undergo a Project Readiness Program (PRP) to prepare you to participate in projects. This is offered by Wipro's - Talent Transformation Department to all campus and off-campus selects. The broad objective of PRP is to equip you with the necessary knowledge and skills that will enable you to start working on real-life project work which is an integral part of the WILP.

#### **7. Regulations of Academic study:**

- i. You will be enrolled for M-Tech program with a renowned institution ("University") that collaborates with Wipro for WILP.
- ii. Course specialization includes but is not limited to Software Systems, Software Engineering, Information Technology, Computing Systems and Infrastructure Management, Data Analytics, IoT, Cloud, Digital & Cyber security, Embedded Systems.
- iii. Your specialization and enrolment would be decided based on prevailing business requirements and decision of the Company is final and binding.
- iv. You will not be able to change Specialization track after enrolment.
- v. Overall program duration is 4 years from date of enrolment of academic program.
- vi. As per the program structure, a WILP Scholar trainee will register and pursue 4 to 6 courses per semester over 7 semesters.
- vii. You will be required to submit a project work / dissertation in your final semester (8<sup>th</sup> semester of your program). This will enable you to advance your professional capabilities by applying concepts and techniques in projects.
- viii. Each course has multiple evaluation components. This includes an assignment component, quiz, mid-semester examination and comprehension examination. All evaluation components are mandatory for securing a pass grade in a course as prescribed by the partnering institution.



- ix. Contact classes are organized as per the handout and calendar prepared and shared by the University at the beginning of each semester. In the normal course, one session of 2 hours duration per course per contact class is organized.
- x. You will be called upon to undergo studies during the hours and days as may be fixed by the Company from time to time. Normally, the study hours would be from 9:00am to 6:00pm
- xi. The faculty will take attendance/circulate attendance sheets for every session. It is your responsibility to ensure that your attendances are recorded properly.
- xii. WILP Scholar trainees are expected to be on time for every session. Punctuality is non-negotiable and the faculty reserves the right to deny entry and attendance to late comers.
- xiii. Attending 75% of contact session is mandatory for each course to appear for examinations.
- xiv. Not attending classes for reasons like medical/on the job training /late coming/personal problems and other similar reasons would be treated as absenteeism.
- xv. Scholar trainees who fail to meet the minimum attendance criteria will not qualify for comprehension exams for any of the registered courses in that semester.
- xvi. For any reason, you are not able to meet the minimum attendance criteria or not complete the mandatory assignments / quiz / examinations in any semester, you are required to repeat the same semester as and when the next batch is organized. In such cases, rules and regulations governing academic programs at that time would be applicable. In addition, additional semesters fees are to be borne by you as prescribed by the University.
- xvii. At the end of each semester, the performance of each Scholar Trainee in a course, is specified as a letter grade which is obtained through a Relative Grading procedure
- xviii. Any Scholar trainee securing 3 or more cumulative fail grade at any point in time will be expelled from WILP Program.
- xix. The 8th semester of study is fully devoted for dissertation / project work
- xx. If a Scholar trainee's CGPA is less than 5.5, the Scholar trainee will not be permitted to register for the dissertation. He/she has to re-appear for exams and secure a CGPA of 5.5 before taking up the dissertation. Also, a Scholar trainee with an E grade in any course will not be permitted to register for the Dissertation
- xxi. Project / Dissertation work has to be carried out by each individual separately. Teamwork is not permitted.
- xxii. The dissertation has to be completed strictly as per the guidelines that are outlined by collaborating institution.
- xxiii. WILP Scholar trainees are expected to maintain decorum and discipline in line with Wipro's professional work culture and environment.
- xxiv. In cases where a Scholar trainee deviates from the expected behaviour as prescribed by the WILP and partnering institution from time to time , strict action will be taken and the decision of the WILP Team / faculty /, University would be final and binding.
- xxv. Breach of integrity will be dealt with sternly. Such Scholar trainees will be asked to discontinue their studies and also expelled from WILP program.
- xxvi. On successful completion of the study, you will be eligible to receive the M-Tech degree from the collaborating University, in recognition of your successfully completing the course.
- xxvii. All Scholar trainees of the WILP will be given testimonials at the end of the successful completion of the M-Tech degree program. The testimonial contains the timeline in the WILP and the kind of project works carried during this opportunity.

Mode of contact session, examination pattern and other academic program norms are subject to change based on the prevailing situation / University norms declared from time to time. Decision of the University would be final and binding.

## **8. Conflict of Interest:**

- i. During your enrolment period with the WILP, you will focus exclusively on the requirements of the program. In addition to your study and academic requirements, you are required to engage yourself exclusively in the work assigned by Wipro and shall not take up any independent or individual assignments (whether part time or full time, in an advisory capacity or otherwise) directly or indirectly without the express written consent of Head /

## Manager of WILP Academy

- ii. You shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any person who is involved in activities, which are or shall be in conflict with the interests of Wipro.
- iii. The Conflict of Interest Policy also refers to the need on your part, during your enrolment and for a period of one year from the cessation of your enrolment with WILP (irrespective of the circumstances of, or the reasons for, the cessation) not to solicit, induce or encourage:
  - a. Any student/scholar trainee of the WILP to abandon /withdraw their enrolment with the program or to accept enrolment and/or employment with any competitor, supplier or any customer with whom you have a connection.
  - b. Any employee of Wipro to terminate their employment with Wipro or to accept employment with any competitor, supplier or any customer with whom you have a connection.
  - c. Any customer or vendor of Wipro to move their existing business with Wipro to a third party or to terminate their business relationship with Wipro.
  - d. Any existing employee and/or student of WILP to become associated with, or perform services of any type for any third party.
- iv. In case of any conflict or doubt, please discuss the matter with Head / Manager of WILP, to understand Wipro's position on this and resolve the conflict.

## 9. Obligation and Responsibilities:

- i. During the study period you will be governed by the WILP regulations and instructions as may be modified, from time to time, in relation to conduct, discipline and other matters.
- ii. During your study as part of WILP, Company expects you to undergo study in the area in which you are placed, with a high standard of initiative and efficiency. This is critical and Company has zero tolerance towards any deviations.
- iii. You would not be allowed to seek membership of any local or public body without the written approval from the Head / Manager of WILP.
- iv. During the study period and thereafter, you would not be allowed to give out to anyone in writing or by word of mouth or otherwise, particulars or details of work - process, technical know-how, research carried out, security arrangements, or administrative and/or organizational matters of confidential or secret nature which you may come across during your academic study or become known to you by virtue of your undergoing study under WILP or otherwise.
- v. You are bound by all regulations, instructions and policies of the WILP and Wipro. These are updated / modified on a periodic basis and new policies may be introduced and notified to Scholar trainees from time to time and you will be bound to comply with the same.
- vi. In consideration of the opportunities, trainings and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by WILP/Wipro and in the course of your association with WILP. This covenant shall endure during your association and beyond the cessation of your association with WILP (irrespective of the circumstances of, or the reasons for, the cessation).
- vii. In connection with your association with Wipro as part of the WILP and during the term of your association upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business or academic session hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

During the period of academic study, if you develop or conceptualize inventions, ideas, concepts, discoveries, techniques and improvements (including without limitation computer software) solely or jointly with others in relation to the operation of the WILP / Wipro, such developments will be fully communicated to the WILP academy and will be the sole intellectual property of Wipro. You agree to cooperate in the execution of documents to facilitate the assignment of such intellectual property when required.

## 10. Confidentiality:

- i. In consideration of the opportunities, training and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by Wipro and in the course of your enrolment. This covenant shall endure during your enrolment and beyond the cessation of your enrolment with Wipro (irrespective of the circumstances of, or the reasons for, the cessation).
- ii. During your training on projects at Wipro, you will be expected not to use or disclose any confidential information, including trade secrets, of any former employer (if any) or other person with whom you have an obligation of confidentiality and by signing below you affirm that you have no conflicting obligations or non-compete agreements that would prevent you from working without limitation for Wipro.

## **11. Assignment of Intellectual Property**

In connection with your enrolment and during the term of your enrolment, upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

## **12. Posting**

During the initial study period, initially you would be made familiar with Wipro, but you may if needed be re-assigned or transferred to another division, department, establishment or new location where Wipro, has its office or operation and WILP classes are running in the particular location, in India, without enhancing the scholarship amount. On placement of this nature, you will also be governed by the disciplinary rules and regulations as applicable in that unit/branch. You may also be placed in any sister company of Wipro, for practical studies.

## **13. Misconduct:**

- i. In case you are charged with any misconduct or disciplinary issue during your study period, your enrolment with WILP may be temporarily placed on suspension without payment of scholarship amount, for such period as Wipro may deem fit. If the charges against you are proved to be true, your enrolment may be immediately cancelled, without any notice or payment of scholarship in lieu of notice notwithstanding any clause of this letter of enrolment. It is clarified that this clause is without prejudice to Wipro's rights to enforce the Training Agreement duly signed by you even after cancellation of your enrolment for whatever reasons as the case may be.
- ii. Notwithstanding the condition regarding written notice of termination and without prejudice to Wipro's right to enforce the Training agreement, Wipro shall have the right to terminate your academic study without any notice or payment of scholarship in lieu thereof, if any declaration given or information furnished by you to WILP/ Wipro is found to be false or if you are found to have willfully suppressed any material information.

**Please note that at any stage, whether during your selection process or upon enrolment with the WILP, if it is brought to our notice that you have indulged in malpractices or used illegal means to clear your online assessment, Wipro shall withdraw or revoke the enrolment and cancel the same with immediate effect and we reserve our rights to take suitable action against you as we may deem fit.**

## **14. Cancellation of Enrolment:**

Notwithstanding any of the clauses of this letter of enrolment, Company reserves the right at its sole discretion to cancel this enrolment during the study period without assigning any reason, by giving one month's (30 days) notice or one month's scholarship/stipend in lieu of notice.

## **15. Study Hours:**

- i. As a Scholar Trainee – Work Integrated Learning Program, you will be called upon to undergo studies during the hours and days as may be fixed by WILP from time to time as per the University requirements.
- ii. You would be assigned to any of the locations and any project work as part of your WILP as may be decided by the Company.
- iii. The full day lecture sessions will be held at any of Wipro's other establishments/outsourced venue. You may also be called upon to attend academic study as and when required on holidays, as may be scheduled in accordance with the convenience of the organizing team of the WILP.
- iv. The university will plan contact classes in multiple format to suit the project work situations and university guidelines such as contact classes in ILT (instructor Led training) and / or VILT (virtual Instructor Led Training and Self-Directed / Recorded lecture sessions).

## 16. General:

- i. This letter of enrolment is subject to the condition that you have not provided us with any false declaration or wilfully suppressed any material information. If you have, you will be liable for cancellation of enrolment from the WILP without any prior notice.
- ii. The terms of this letter of enrolment may be specifically enforced legally, if required. In this connection, if any of the provisions of this letter are declared or found to be void or unenforceable due to any reason whatsoever, the remaining provisions of this letter shall continue in full force and effect.
- iii. These enrolment terms supersede and replace any existing agreement or understanding, if any, between Wipro and you relating to the same subject matter.
- iv. You warrant that you are not prevented by a court or by any other administrative or judicial order from enrolling under this agreement. In the event that you are not a citizen of the country of posting, you should have a valid work permit to work in the country of posting.
- v. During the period of enrolment you are required to comply with all policies of WILP and Wipro. These policies are updated / modified on a periodic basis and new policies may be introduced and notified to the Scholar Trainees from time to time. You agree to comply with all policies as modified from time to time.

## 17. On Completion/Cancellation of Academic Program:

- i. On Completion of the academic program or cancellation of your enrolment, as the case may be, you will immediately surrender to Wipro/ the Academy all specifications, formulae, documents, literature, drawings or records, etc. belonging to Wipro/ the Academy or relating to its business and shall not make or retain any copies of these items.
- ii. You are not eligible to receive testimonial certificate if you do not successfully complete the academic study in accordance with this letter of enrolment and the study scheme formulated by the Academy.
- iii. Wipro reserves the right to offer employment at its sole discretion to a Scholar trainee on successful and satisfactory completion of the academic study.

## 18. Acceptance of Enrolment Letter:

Upon accepting the above terms and conditions, you are required to return the duplicate of this letter of enrolment, duly signed by you as a token of your acceptance on the day of joining WILP program.

Please confirm that the above terms are acceptable to you and that you accept the enrolment by signing a copy of this letter of enrolment and submit the same on the date of joining.

## 19. Work Allocation:

As part of your work responsibilities, you may be assigned to work on certain projects/accounts or other assignments as may be deemed fit by the Company in its sole discretion. Refusal to accept and deliver on such assignments shall be treated as a refusal to work and may result in termination of your employment or other disciplinary action.

Yours sincerely,

For **Wipro Limited**,



**Aparna Shailen**  
**General Manager - Human Resources**

I have read, understood and agree to accept the enrolment on the terms and conditions herein.

I shall be present for the induction session on

## **ANNEXURE I**

### **CONFIRMATION ON SHARING PERSONAL INFORMATION (AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT, 2000)**

I Radheshyam Thakur, confirm that I am voluntarily sharing my Personal Information with Wipro Limited ('Wipro') being a part of WILP of Wipro for the following purposes:

- a. validating my application form and retaining records on the same for any future reference/verification;
- b. processing my application form including background verification checks;
- c. academic study related actions including record keeping, processing scholarship advance and benefits and any action required in the context of my enrolment with Wipro, being a part of WILP.

In this context, I also agree to the retention of such Personal Information by Wipro for any future reference/verification and authorize Wipro to transfer the same to a third party.

I understand that 'Personal Information' means any information, relating to me that is available with Wipro and is capable of identifying me."

## **ANNEXURE II**

I hereby confirm that I shall submit the required academic certificate including but not limited to mark sheet and Provisional or Convocation Degree Certificate within 3 months from my date of joining. I understand that my enrolment is subject to my aggregate meeting the Wipro eligibility criteria and submission of the above mentioned documents.

I hereby declare that all the particulars mentioned above are true to the best of my knowledge. In the event of my failure to submit the above mentioned documents or in case of any discrepancy, I shall be liable for termination of my enrolment with Wipro.

## **ANNEXURE – III**

### **INITIAL INDUCTION PROGRAM**

The Talent Transformation team at Wipro groom's campus selects to help them face the challenges of the corporate world.

A holistic 360 degree approach to training is adopted and helps them hone their fundamental computer skills followed by insights into Wipro businesses, process, technology and behavioural skills.

To understand and appreciate the mindset of the young Trainees and ensure that the transformation is smooth, the induction program is done by a team of dedicated professionals who have exposure to the academic and corporate sectors alike. Project Readiness Program (PRP) is a training program designed to address the basic learning needs of the Trainees.

#### **Corporate Readiness Program - CRP**

The CRP program is focused on making young Trainees comfortable in a corporate environment. This program starts with a corporate induction.

"EMERGE" a behavioural skills building training program ensures that the fresh Trainee start feeling at ease in the "corporate world". This activity based behavioural intervention informs the new entrants about the corporate work culture and business etiquette.

#### **Technology Readiness Program - TRP**

The technology training provides critical technical skills required to work on projects allocated to Trainees and prepare to face the demands of the project world. We begin doing this by familiarizing with Wipro's businesses and work environment.

The methodology of training is "Project Based Learning" (PBL) approach, the entire learning is designed around a series of projects that the recruits are expected to complete individually by learning and applying various topics required to complete the project. Starting with individual projects, the PBL approach ends with recruits working on a team project.

## **ANNEXURE – IV**

I have read and understood the terms of my enrolment letter. I agree and acknowledge that I am a Student/Scholar trainee with Wipro's WILP. I further undertake that I shall not represent to any person within Wipro or any other third

party that I am an employee of Wipro Ltd and I fully understand that such false representation shall entail severe disciplinary action including immediate cancellation of my enrolment.

### **Travel, Accommodation, Food & Other Miscellaneous Expenses**

#### **Travel**

- i. You would be entitled for Rs. 1500 from the date of appointment as a lump sum amount that will be credited with your first month stipend. You may utilize this amount towards Travel and you would not need to submit bills towards usage of this amount.
- ii. There is no provision for reimbursement/allowance towards any expenses incurred in lieu of attending training or classes at different locations in the same city.

#### **Accommodation, Food & other Miscellaneous Expenses**

- i. You would be entitled for Rs.400 per day for 8 days (total amount of Rs.3,200) from the date of joining. You may utilize this amount towards accommodation, food & other miscellaneous expenses. This would be paid as a lump sum amount that will be credited with your first month stipend and you would not need to submit bills towards usage of this amount.
- ii. If your posting location (the location where you would be based out of after training) is different from the training location (location where you undergo initial training), you would be entitled for the following:  
  
Settlement and Miscellaneous Expenses: Rs.1200 per day for 7 days (total amount of Rs. 8,400) from the date of reporting to the posting location. You may utilize this amount towards boarding, lodging, conveyance & other miscellaneous expenses.
- iii. Any location change after reporting to posting location will be treated as relocation/transfer and will be covered under the Transfer policy for Team Rainbow. For details you can refer the policy at myWipro-> My Policies -> India->My Travel>Transfer Policy-Team Rainbow.
- iv. Campus joiners would not be eligible for accommodation at the Wipro guest houses.

**Please note in the event that the employee leaves the organization within 6 months from the date of joining, all payments processed under Joining & Relocation Entitlements shall be recovered from the employee at the time of exit.**

**Skill Preferences 1 :** [DAAI -Cloud & Digital Database](#)

**Location Preferences 1 :** [Bangalore](#)

**Skill Preferences 2 :** [CEP-SAP-ABAP](#)

**Location Preferences 2 :** [Mysore](#)

**Skill Preferences 3 :** [Python App](#)

**Location Preferences 3 :** [Chennai](#)

☒ Accept ☐ Decline

☒ **Signature** [Radheshyam Thakur 25/1/2023 10:00 PM](#)

(checking the checkbox above is equivalent to a handwritten signature)

Registered Office:

**Wipro  
Limited**

**T :**+91 (80) 2844 0011

Doddakannelli

**F :**+91 (80) 2844 0054

Sarjapur  
Road

**E :**info@wipro.com

Bengaluru  
560 035

**W :**wipro.com

India

**C :**L32102KA1945PLC020800

26168298



**Welcome to Wipro's Work Integrated Learning Program ("WILP")**

**Work Integrated Learning Programme**  
**Wipro Limited, Dodda Kannelli**  
**Sarjapur Road, Bengaluru - 560 035.**  
**Phone: (080) 28440011/12, Fax: (080) 28440256**

Dear SHAIK SULTAN,

**Sub: Enrolment letter to Wipro's Work Integrated Learning Program ("WILP") as Scholar Trainee – Work Integrated Learning Program**

Welcome to WILP!

With reference to your application, it is our pleasure to enroll you as a Scholar Trainee – Work Integrated Learning Program. This is a scholarship program customized as a robust academic and training program which will enable you to obtain M-Tech degree from one of the premier engineering institution / University in India.

The duration of the academic program shall be 48 months from the **date of enrolment to the academic program**. You will be enrolled into the academic program within 12 months from date of joining. Your date of joining will be intimated through a separate communication.

We hope you enjoy the learning with WILP and have an enriching experience being a part of Wipro Limited ("Wipro or "Company").

Please read through the terms and conditions of your enrolment as provided below.

We look forward to having a long and fruitful relationship with you at WILP, Wish you all the best!

Yours sincerely,  
For **Wipro Limited**,

**Aparna Shailen**  
**General Manager - Human Resources**

**Endorsement**

I accept the enrolment and the terms and conditions thereof as specified below. I shall report for undergoing study on

**Terms & Conditions of Scholarship**

**1. PROFILE:**

You have been selected to be a part of Wipro's WILP and are enrolled as a Scholar Trainee- Work Integrated Learning Program. Upon joining WILP, you will have to undergo a "Project Readiness Program" ('PRP') that prepares you to participate in projects at the Company as part of this learning program. This robust academic program will also enable you to obtain **M-Tech degree from one of the premier engineering Institution / University** upon successful completion of the course.

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### 3. Appointment details:

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In addition to the above, you are also eligible for medical insurance cover towards hospitalization.

You are eligible for a floater coverage of Rs.2,00,000/- per annum for family (self, spouse & children) towards hospitalization. There will be a deduction from your monthly scholarship/stipend depending on your marital/family status towards the base sum insured premium. 10% of the claim amount would need to be borne by the employee/Scholar trainee.

Base Medical insurance is to be availed by the employee as default. It is accounted for in deductions as a nominal monthly charge. Top-Up cover is voluntary and charged as applicable during renewal timelines.

If you wish to enhance the coverage, a top up cover option is also available for a highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

The below table lists down your scholarship details:

| Period      | Scholarship | ESI | Consolidated Scholarship (Rs. Per Month) |
|-------------|-------------|-----|------------------------------------------|
| First year  | 15000       | 488 | 15,488/- (*)                             |
| Second year | 17000       | 553 | 17,553/- (*)                             |
| Third year  | 19000       | 618 | 19,618/- (*)                             |
| Fourth year | 23000       | 0   | 23,000/- (*)                             |

(\*) You shall be responsible for payment of all statutory contributions, taxes, dues and levies as may be required under the relevant laws including contributions under Employees' State Insurance Corporation Act (**at 0.75% of your Scholarship**) as and when applicable to you. Such contributions, taxes, dues and levies where required, shall be deducted from your Scholarship and benefits according to applicable laws and regulations.

Your fourth-year scholarship will continue until completion of your M-Tech program. Your enrolment into the MTech academic program within 12 months from date of joining.



You shall be eligible to receive a onetime "joining bonus" of Rs.75,000 after you join Wipro along with your first month salary. All applicable taxes on the payment of this amount will be borne by you. Please note in the event you leave the organization within 12 months from the date of joining, payment processed under Joining bonus shall be recovered from the employee at the time of exit.

The enhancement of the scholarship at the end of each academic year of study will be at the discretion of the Company and subject to your satisfactory progress of study, acquisition of skills, behavior, regularity and punctuality in attendance. Your continued enrolment in the course, will be at the discretion of the Company, and is subject to satisfactory academic performance and other requirements as prescribed in the WILP portal.

In case your project performance at any stage is not found to be at par with the requirement of WILP, then you would be placed on performance improvement program (PIP). If you fail to successfully complete the PIP, the Company may at its sole discretion discontinue your enrolment in the WILP program.

#### **Book Allowance:**

A Book Allowance of Rs.1,250/- will be provided to you per semester. This allowance will be given every semester except the last semester when you will be engaged in dissertation. The allowance will be paid to you centrally along with your scholarship during the course of each semester. The allowance will be subject to tax. Book allowance is applicable and paid only when you are registered for the semester.

#### **5. Training Agreement:**

- i. This letter of enrolment is subject to the execution of a training agreement in the prescribed proforma with Wipro Limited, Sarjapur Road, Doddakannelli, Bengaluru-560035 on or before joining the program ("Training Agreement").
- ii. This Training agreement shall be for a total period of 60 Months where you will be mentored for developing your skills and knowledge. This included technical training, in various formats, both online and offline and practical experience in various projects. The Company invests on your behalf for the cost of these trainings. Should you discontinue the WILP program or your enrolment with WILP is cancelled for any reason whatsoever before the completion of 60 months from the date of joining, the training expenses of Rs.75,000/-(Rupees Seventy five thousand only) will have to be paid by you as detailed in the Training Agreement.

#### **6. PROJECT READINESS PROGRAM (PRP)**

Upon enrolment, you will have to undergo a Project Readiness Program (PRP) to prepare you to participate in projects. This is offered by Wipro's - Talent Transformation Department to all campus and off-campus selects. The broad objective of PRP is to equip you with the necessary knowledge and skills that will enable you to start working on real-life project work which is an integral part of the WILP.

#### **7. Regulations of Academic study:**

- i. You will be enrolled for M-Tech program with a renowned institution ("University") that collaborates with Wipro for WILP.
- ii. Course specialization includes but is not limited to Software Systems, Software Engineering, Information Technology, Computing Systems and Infrastructure Management, Data Analytics, IoT, Cloud, Digital & Cyber security, Embedded Systems.
- iii. Your specialization and enrolment would be decided based on prevailing business requirements and decision of the Company is final and binding.
- iv. You will not be able to change Specialization track after enrolment.
- v. Overall program duration is 4 years from date of enrolment of academic program.
- vi. As per the program structure, a WILP Scholar trainee will register and pursue 4 to 6 courses per semester over 7 semesters.
- vii. You will be required to submit a project work / dissertation in your final semester (8<sup>th</sup> semester of your program). This will enable you to advance your professional capabilities by applying concepts and techniques in projects.
- viii. Each course has multiple evaluation components. This includes an assignment component, quiz, mid-semester examination and comprehension examination. All evaluation components are mandatory for securing a pass grade in a course as prescribed by the partnering institution.

- ix. Contact classes are organized as per the handout and calendar prepared and shared by the University at the beginning of each semester. In the normal course, one session of 2 hours duration per course per contact class is organized.
- x. You will be called upon to undergo studies during the hours and days as may be fixed by the Company from time to time. Normally, the study hours would be from 9:00am to 6:00pm
- xi. The faculty will take attendance/circulate attendance sheets for every session. It is your responsibility to ensure that your attendances are recorded properly.
- xii. WILP Scholar trainees are expected to be on time for every session. Punctuality is non-negotiable and the faculty reserves the right to deny entry and attendance to late comers.
- xiii. Attending 75% of contact session is mandatory for each course to appear for examinations.
- xiv. Not attending classes for reasons like medical/on the job training /late coming/personal problems and other similar reasons would be treated as absenteeism.
- xv. Scholar trainees who fail to meet the minimum attendance criteria will not qualify for comprehension exams for any of the registered courses in that semester.
- xvi. For any reason, you are not able to meet the minimum attendance criteria or not complete the mandatory assignments / quiz / examinations in any semester, you are required to repeat the same semester as and when the next batch is organized. In such cases, rules and regulations governing academic programs at that time would be applicable. In addition, additional semesters fees are to be borne by you as prescribed by the University.
- xvii. At the end of each semester, the performance of each Scholar Trainee in a course, is specified as a letter grade which is obtained through a Relative Grading procedure
- xviii. Any Scholar trainee securing 3 or more cumulative fail grade at any point in time will be expelled from WILP Program.
- xix. The 8th semester of study is fully devoted for dissertation / project work
- xx. If a Scholar trainee's CGPA is less than 5.5, the Scholar trainee will not be permitted to register for the dissertation. He/she has to re-appear for exams and secure a CGPA of 5.5 before taking up the dissertation. Also, a Scholar trainee with an E grade in any course will not be permitted to register for the Dissertation
- xxi. Project / Dissertation work has to be carried out by each individual separately. Teamwork is not permitted.
- xxii. The dissertation has to be completed strictly as per the guidelines that are outlined by collaborating institution.
- xxiii. WILP Scholar trainees are expected to maintain decorum and discipline in line with Wipro's professional work culture and environment.
- xxiv. In cases where a Scholar trainee deviates from the expected behaviour as prescribed by the WILP and partnering institution from time to time , strict action will be taken and the decision of the WILP Team / faculty /, University would be final and binding.
- xxv. Breach of integrity will be dealt with sternly. Such Scholar trainees will be asked to discontinue their studies and also expelled from WILP program.
- xxvi. On successful completion of the study, you will be eligible to receive the M-Tech degree from the collaborating University, in recognition of your successfully completing the course.
- xxvii. All Scholar trainees of the WILP will be given testimonials at the end of the successful completion of the M-Tech degree program. The testimonial contains the timeline in the WILP and the kind of project works carried during this opportunity.

Mode of contact session, examination pattern and other academic program norms are subject to change based on the prevailing situation / University norms declared from time to time. Decision of the University would be final and binding.

## **8. Conflict of Interest:**

- i. During your enrolment period with the WILP, you will focus exclusively on the requirements of the program. In addition to your study and academic requirements, you are required to engage yourself exclusively in the work assigned by Wipro and shall not take up any independent or individual assignments (whether part time or full time, in an advisory capacity or otherwise) directly or indirectly without the express written consent of Head /

## Manager of WILP Academy

- ii. You shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any person who is involved in activities, which are or shall be in conflict with the interests of Wipro.
- iii. The Conflict of Interest Policy also refers to the need on your part, during your enrolment and for a period of one year from the cessation of your enrolment with WILP (irrespective of the circumstances of, or the reasons for, the cessation) not to solicit, induce or encourage:
  - a. Any student/scholar trainee of the WILP to abandon /withdraw their enrolment with the program or to accept enrolment and/or employment with any competitor, supplier or any customer with whom you have a connection.
  - b. Any employee of Wipro to terminate their employment with Wipro or to accept employment with any competitor, supplier or any customer with whom you have a connection.
  - c. Any customer or vendor of Wipro to move their existing business with Wipro to a third party or to terminate their business relationship with Wipro.
  - d. Any existing employee and/or student of WILP to become associated with, or perform services of any type for any third party.
- iv. In case of any conflict or doubt, please discuss the matter with Head / Manager of WILP, to understand Wipro's position on this and resolve the conflict.

## 9. Obligation and Responsibilities:

- i. During the study period you will be governed by the WILP regulations and instructions as may be modified, from time to time, in relation to conduct, discipline and other matters.
- ii. During your study as part of WILP, Company expects you to undergo study in the area in which you are placed, with a high standard of initiative and efficiency. This is critical and Company has zero tolerance towards any deviations.
- iii. You would not be allowed to seek membership of any local or public body without the written approval from the Head / Manager of WILP.
- iv. During the study period and thereafter, you would not be allowed to give out to anyone in writing or by word of mouth or otherwise, particulars or details of work - process, technical know-how, research carried out, security arrangements, or administrative and/or organizational matters of confidential or secret nature which you may come across during your academic study or become known to you by virtue of your undergoing study under WILP or otherwise.
- v. You are bound by all regulations, instructions and policies of the WILP and Wipro. These are updated / modified on a periodic basis and new policies may be introduced and notified to Scholar trainees from time to time and you will be bound to comply with the same.
- vi. In consideration of the opportunities, trainings and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by WILP/Wipro and in the course of your association with WILP. This covenant shall endure during your association and beyond the cessation of your association with WILP (irrespective of the circumstances of, or the reasons for, the cessation).
- vii. In connection with your association with Wipro as part of the WILP and during the term of your association upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business or academic session hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

During the period of academic study, if you develop or conceptualize inventions, ideas, concepts, discoveries, techniques and improvements (including without limitation computer software) solely or jointly with others in relation to the operation of the WILP / Wipro, such developments will be fully communicated to the WILP academy and will be the sole intellectual property of Wipro. You agree to cooperate in the execution of documents to facilitate the assignment of such intellectual property when required.

## 10. Confidentiality:

- i. In consideration of the opportunities, training and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by Wipro and in the course of your enrolment. This covenant shall endure during your enrolment and beyond the cessation of your enrolment with Wipro (irrespective of the circumstances of, or the reasons for, the cessation).
- ii. During your training on projects at Wipro, you will be expected not to use or disclose any confidential information, including trade secrets, of any former employer (if any) or other person with whom you have an obligation of confidentiality and by signing below you affirm that you have no conflicting obligations or non-compete agreements that would prevent you from working without limitation for Wipro.

## **11. Assignment of Intellectual Property**

In connection with your enrolment and during the term of your enrolment, upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

## **12. Posting**

During the initial study period, initially you would be made familiar with Wipro, but you may if needed be re-assigned or transferred to another division, department, establishment or new location where Wipro, has its office or operation and WILP classes are running in the particular location, in India, without enhancing the scholarship amount. On placement of this nature, you will also be governed by the disciplinary rules and regulations as applicable in that unit/branch. You may also be placed in any sister company of Wipro, for practical studies.

## **13. Misconduct:**

- i. In case you are charged with any misconduct or disciplinary issue during your study period, your enrolment with WILP may be temporarily placed on suspension without payment of scholarship amount, for such period as Wipro may deem fit. If the charges against you are proved to be true, your enrolment may be immediately cancelled, without any notice or payment of scholarship in lieu of notice notwithstanding any clause of this letter of enrolment. It is clarified that this clause is without prejudice to Wipro's rights to enforce the Training Agreement duly signed by you even after cancellation of your enrolment for whatever reasons as the case may be.
- ii. Notwithstanding the condition regarding written notice of termination and without prejudice to Wipro's right to enforce the Training agreement, Wipro shall have the right to terminate your academic study without any notice or payment of scholarship in lieu thereof, if any declaration given or information furnished by you to WILP/ Wipro is found to be false or if you are found to have willfully suppressed any material information.

**Please note that at any stage, whether during your selection process or upon enrolment with the WILP, if it is brought to our notice that you have indulged in malpractices or used illegal means to clear your online assessment, Wipro shall withdraw or revoke the enrolment and cancel the same with immediate effect and we reserve our rights to take suitable action against you as we may deem fit.**

## **14. Cancellation of Enrolment:**

Notwithstanding any of the clauses of this letter of enrolment, Company reserves the right at its sole discretion to cancel this enrolment during the study period without assigning any reason, by giving one month's (30 days) notice or one month's scholarship/stipend in lieu of notice.

## **15. Study Hours:**

- i. As a Scholar Trainee – Work Integrated Learning Program, you will be called upon to undergo studies during the hours and days as may be fixed by WILP from time to time as per the University requirements.
- ii. You would be assigned to any of the locations and any project work as part of your WILP as may be decided by the Company.
- iii. The full day lecture sessions will be held at any of Wipro's other establishments/outsourced venue. You may also be called upon to attend academic study as and when required on holidays, as may be scheduled in accordance with the convenience of the organizing team of the WILP.
- iv. The university will plan contact classes in multiple format to suit the project work situations and university guidelines such as contact classes in ILT (instructor Led training) and / or VILT (virtual Instructor Led Training and Self-Directed / Recorded lecture sessions).

## 16. General:

- i. This letter of enrolment is subject to the condition that you have not provided us with any false declaration or wilfully suppressed any material information. If you have, you will be liable for cancellation of enrolment from the WILP without any prior notice.
- ii. The terms of this letter of enrolment may be specifically enforced legally, if required. In this connection, if any of the provisions of this letter are declared or found to be void or unenforceable due to any reason whatsoever, the remaining provisions of this letter shall continue in full force and effect.
- iii. These enrolment terms supersede and replace any existing agreement or understanding, if any, between Wipro and you relating to the same subject matter.
- iv. You warrant that you are not prevented by a court or by any other administrative or judicial order from enrolling under this agreement. In the event that you are not a citizen of the country of posting, you should have a valid work permit to work in the country of posting.
- v. During the period of enrolment you are required to comply with all policies of WILP and Wipro. These policies are updated / modified on a periodic basis and new policies may be introduced and notified to the Scholar Trainees from time to time. You agree to comply with all policies as modified from time to time.

## 17. On Completion/Cancellation of Academic Program:

- i. On Completion of the academic program or cancellation of your enrolment, as the case may be, you will immediately surrender to Wipro/ the Academy all specifications, formulae, documents, literature, drawings or records, etc. belonging to Wipro/ the Academy or relating to its business and shall not make or retain any copies of these items.
- ii. You are not eligible to receive testimonial certificate if you do not successfully complete the academic study in accordance with this letter of enrolment and the study scheme formulated by the Academy.
- iii. Wipro reserves the right to offer employment at its sole discretion to a Scholar trainee on successful and satisfactory completion of the academic study.

## 18. Acceptance of Enrolment Letter:

Upon accepting the above terms and conditions, you are required to return the duplicate of this letter of enrolment, duly signed by you as a token of your acceptance on the day of joining WILP program.

Please confirm that the above terms are acceptable to you and that you accept the enrolment by signing a copy of this letter of enrolment and submit the same on the date of joining.

## 19. Work Allocation:

As part of your work responsibilities, you may be assigned to work on certain projects/accounts or other assignments as may be deemed fit by the Company in its sole discretion. Refusal to accept and deliver on such assignments shall be treated as a refusal to work and may result in termination of your employment or other disciplinary action.

Yours sincerely,

For **Wipro Limited**,



**Aparna Shailen**  
**General Manager - Human Resources**

I have read, understood and agree to accept the enrolment on the terms and conditions herein.

I shall be present for the induction session on

## **ANNEXURE I**

### **CONFIRMATION ON SHARING PERSONAL INFORMATION (AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT, 2000)**

I Radheshyam Thakur, confirm that I am voluntarily sharing my Personal Information with Wipro Limited ('Wipro') being a part of WILP of Wipro for the following purposes:

- a. validating my application form and retaining records on the same for any future reference/verification;
- b. processing my application form including background verification checks;
- c. academic study related actions including record keeping, processing scholarship advance and benefits and any action required in the context of my enrolment with Wipro, being a part of WILP.

In this context, I also agree to the retention of such Personal Information by Wipro for any future reference/verification and authorize Wipro to transfer the same to a third party.

I understand that 'Personal Information' means any information, relating to me that is available with Wipro and is capable of identifying me."

## **ANNEXURE II**

I hereby confirm that I shall submit the required academic certificate including but not limited to mark sheet and Provisional or Convocation Degree Certificate within 3 months from my date of joining. I understand that my enrolment is subject to my aggregate meeting the Wipro eligibility criteria and submission of the above mentioned documents.

I hereby declare that all the particulars mentioned above are true to the best of my knowledge. In the event of my failure to submit the above mentioned documents or in case of any discrepancy, I shall be liable for termination of my enrolment with Wipro.

## **ANNEXURE – III**

### **INITIAL INDUCTION PROGRAM**

The Talent Transformation team at Wipro groom's campus selects to help them face the challenges of the corporate world.

A holistic 360 degree approach to training is adopted and helps them hone their fundamental computer skills followed by insights into Wipro businesses, process, technology and behavioural skills.

To understand and appreciate the mindset of the young Trainees and ensure that the transformation is smooth, the induction program is done by a team of dedicated professionals who have exposure to the academic and corporate sectors alike. Project Readiness Program (PRP) is a training program designed to address the basic learning needs of the Trainees.

#### **Corporate Readiness Program - CRP**

The CRP program is focused on making young Trainees comfortable in a corporate environment. This program starts with a corporate induction.

"EMERGE" a behavioural skills building training program ensures that the fresh Trainee start feeling at ease in the "corporate world". This activity based behavioural intervention informs the new entrants about the corporate work culture and business etiquette.

#### **Technology Readiness Program - TRP**

The technology training provides critical technical skills required to work on projects allocated to Trainees and prepare to face the demands of the project world. We begin doing this by familiarizing with Wipro's businesses and work environment.

The methodology of training is "Project Based Learning" (PBL) approach, the entire learning is designed around a series of projects that the recruits are expected to complete individually by learning and applying various topics required to complete the project. Starting with individual projects, the PBL approach ends with recruits working on a team project.

## **ANNEXURE – IV**

I have read and understood the terms of my enrolment letter. I agree and acknowledge that I am a Student/Scholar trainee with Wipro's WILP. I further undertake that I shall not represent to any person within Wipro or any other third

party that I am an employee of Wipro Ltd and I fully understand that such false representation shall entail severe disciplinary action including immediate cancellation of my enrolment.

### **Travel, Accommodation, Food & Other Miscellaneous Expenses**

#### **Travel**

- i. You would be entitled for Rs. 1500 from the date of appointment as a lump sum amount that will be credited with your first month stipend. You may utilize this amount towards Travel and you would not need to submit bills towards usage of this amount.
- ii. There is no provision for reimbursement/allowance towards any expenses incurred in lieu of attending training or classes at different locations in the same city.

#### **Accommodation, Food & other Miscellaneous Expenses**

- i. You would be entitled for Rs.400 per day for 8 days (total amount of Rs.3,200) from the date of joining. You may utilize this amount towards accommodation, food & other miscellaneous expenses. This would be paid as a lump sum amount that will be credited with your first month stipend and you would not need to submit bills towards usage of this amount.
- ii. If your posting location (the location where you would be based out of after training) is different from the training location (location where you undergo initial training), you would be entitled for the following:  
  
Settlement and Miscellaneous Expenses: Rs.1200 per day for 7 days (total amount of Rs. 8,400) from the date of reporting to the posting location. You may utilize this amount towards boarding, lodging, conveyance & other miscellaneous expenses.
- iii. Any location change after reporting to posting location will be treated as relocation/transfer and will be covered under the Transfer policy for Team Rainbow. For details you can refer the policy at myWipro-> My Policies -> India->My Travel>Transfer Policy-Team Rainbow.
- iv. Campus joiners would not be eligible for accommodation at the Wipro guest houses.

**Please note in the event that the employee leaves the organization within 6 months from the date of joining, all payments processed under Joining & Relocation Entitlements shall be recovered from the employee at the time of exit.**

**Skill Preferences 1 :** [DAAI -Cloud & Digital Database](#)

**Location Preferences 1 :** [Bangalore](#)

**Skill Preferences 2 :** [CEP-SAP-ABAP](#)

**Location Preferences 2 :** [Mysore](#)

**Skill Preferences 3 :** [Python App](#)

**Location Preferences 3 :** [Chennai](#)

☒ Accept ☐ Decline

☒ **Signature** [Radheshyam Thakur 25/1/2023 10:00 PM](#)

(checking the checkbox above is equivalent to a handwritten signature)

Registered Office:

**Wipro  
Limited**

**T :**+91 (80) 2844 0011

Doddakannelli

**F :**+91 (80) 2844 0054

Sarjapur  
Road

**E :**info@wipro.com

Bengaluru  
560 035

**W :**wipro.com

India

**C :**L32102KA1945PLC020800

26168298



## Welcome to Wipro's Work Integrated Learning Program ("WILP")

**Work Integrated Learning Programme**  
**Wipro Limited, Dodda Kannelli**  
**Sarjapur Road, Bengaluru - 560 035.**  
**Phone: (080) 28440011/12, Fax: (080) 28440256**

Dear SHALINI R,

### **Sub: Enrolment letter to Wipro's Work Integrated Learning Program ("WILP") as Scholar Trainee – Work Integrated Learning Program**

Welcome to WILP!

With reference to your application, it is our pleasure to enroll you as a Scholar Trainee – Work Integrated Learning Program. This is a scholarship program customized as a robust academic and training program which will enable you to obtain M-Tech degree from one of the premier engineering institution / University in India.

The duration of the academic program shall be 48 months from the **date of enrolment to the academic program**. You will be enrolled into the academic program within 12 months from date of joining. Your date of joining will be intimated through a separate communication.

We hope you enjoy the learning with WILP and have an enriching experience being a part of Wipro Limited ("Wipro or "Company").

Please read through the terms and conditions of your enrolment as provided below.

We look forward to having a long and fruitful relationship with you at WILP, Wish you all the best!

Yours sincerely,  
For **Wipro Limited**,

**Aparna Shailen**  
**General Manager - Human Resources**

#### **Endorsement**

I accept the enrolment and the terms and conditions thereof as specified below. I shall report for undergoing study on

#### **Terms & Conditions of Scholarship**

##### **1. PROFILE:**

You have been selected to be a part of Wipro's WILP and are enrolled as a Scholar Trainee- Work Integrated Learning Program. Upon joining WILP, you will have to undergo a "Project Readiness Program" ('PRP') that prepares you to participate in projects at the Company as part of this learning program. This robust academic program will also enable you to obtain **M-Tech degree from one of the premier engineering Institution / University** upon successful completion of the course.

##### **2. DURATION:**



The duration of your academic program will be for a period of 48 months from the date of enrolment to the academic program. You will be enrolled into the academic program within 12 months from date of joining. Unless the Company extends the period of your study in writing, which is done solely at the discretion of the Company, your enrolment would automatically terminate at the end of the stated 48 months.

In case the Company extends the academic period (in writing) you will continue to be enrolled as a Scholar Trainee – Work Integrated Learning Program with WILP.

### 3. Appointment details:

We provide support to our global customers through various Company locations in India to suit customer requirements by operating 24x7. You would be operating from any of these locations and in any of the shifts, including night shift, as may be decided by the Company, keeping in mind the business needs and deliverables to customers.

### 4. Scholarship/Stipend and Benefits

During your period of enrolment, you would be entitled to a consolidated monthly scholarship.

Apart from the monthly scholarship, the Company will provide you with life & accidental insurance that would include a cover for you, the premium / cost will be taken care of by Wipro. This is a voluntary benefit offered by the Company and the details of the same are listed below.

- i. A Group Personal Accident Insurance (GPAI) coverage of **Rs.12,00,000/-**. You could also choose to get additional coverage for a nominal and highly negotiated premium. More details on the policy are available in My Policies section in myWipro, the HR portal at Wipro.
- ii. Group Life Insurance coverage of **Rs.14, 00,000/-**. This sum insured is inclusive of cover as per EDLI (Employee Deposit Linked Insurance). You can also get an extra coverage for a nominal and highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

In addition to the above, you are also eligible for medical insurance cover towards hospitalization.

You are eligible for a floater coverage of Rs.2,00,000/- per annum for family (self, spouse & children) towards hospitalization. There will be a deduction from your monthly scholarship/stipend depending on your marital/family status towards the base sum insured premium. 10% of the claim amount would need to be borne by the employee/Scholar trainee.

Base Medical insurance is to be availed by the employee as default. It is accounted for in deductions as a nominal monthly charge. Top-Up cover is voluntary and charged as applicable during renewal timelines.

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(\*) You shall be responsible for payment of all statutory contributions, taxes, dues and levies as may be required under the relevant laws including contributions under Employees' State Insurance Corporation Act (**at 0.75% of your Scholarship**) as and when applicable to you. Such contributions, taxes, dues and levies where required, shall be deducted from your Scholarship and benefits according to applicable laws and regulations.

Your fourth-year scholarship will continue until completion of your M-Tech program. Your enrolment into the MTech academic program within 12 months from date of joining.

You shall be eligible to receive a onetime "joining bonus" of Rs.75,000 after you join Wipro along with your first month salary. All applicable taxes on the payment of this amount will be borne by you. Please note in the event you leave the organization within 12 months from the date of joining, payment processed under Joining bonus shall be recovered from the employee at the time of exit.

The enhancement of the scholarship at the end of each academic year of study will be at the discretion of the Company and subject to your satisfactory progress of study, acquisition of skills, behavior, regularity and punctuality in attendance. Your continued enrolment in the course, will be at the discretion of the Company, and is subject to satisfactory academic performance and other requirements as prescribed in the WILP portal.

In case your project performance at any stage is not found to be at par with the requirement of WILP, then you would be placed on performance improvement program (PIP). If you fail to successfully complete the PIP, the Company may at its sole discretion discontinue your enrolment in the WILP program.

#### **Book Allowance:**

A Book Allowance of Rs.1,250/- will be provided to you per semester. This allowance will be given every semester except the last semester when you will be engaged in dissertation. The allowance will be paid to you centrally along with your scholarship during the course of each semester. The allowance will be subject to tax. Book allowance is applicable and paid only when you are registered for the semester.

#### **5. Training Agreement:**

- i. This letter of enrolment is subject to the execution of a training agreement in the prescribed proforma with Wipro Limited, Sarjapur Road, Doddakannelli, Bengaluru-560035 on or before joining the program ("Training Agreement").
- ii. This Training agreement shall be for a total period of 60 Months where you will be mentored for developing your skills and knowledge. This included technical training, in various formats, both online and offline and practical experience in various projects. The Company invests on your behalf for the cost of these trainings. Should you discontinue the WILP program or your enrolment with WILP is cancelled for any reason whatsoever before the completion of 60 months from the date of joining, the training expenses of Rs.75,000/-(Rupees Seventy five thousand only) will have to be paid by you as detailed in the Training Agreement.

#### **6. PROJECT READINESS PROGRAM (PRP)**

Upon enrolment, you will have to undergo a Project Readiness Program (PRP) to prepare you to participate in projects. This is offered by Wipro's - Talent Transformation Department to all campus and off-campus selects. The broad objective of PRP is to equip you with the necessary knowledge and skills that will enable you to start working on real-life project work which is an integral part of the WILP.

#### **7. Regulations of Academic study:**

- i. You will be enrolled for M-Tech program with a renowned institution ("University") that collaborates with Wipro for WILP.
- ii. Course specialization includes but is not limited to Software Systems, Software Engineering, Information Technology, Computing Systems and Infrastructure Management, Data Analytics, IoT, Cloud, Digital & Cyber security, Embedded Systems.
- iii. Your specialization and enrolment would be decided based on prevailing business requirements and decision of the Company is final and binding.
- iv. You will not be able to change Specialization track after enrolment.
- v. Overall program duration is 4 years from date of enrolment of academic program.
- vi. As per the program structure, a WILP Scholar trainee will register and pursue 4 to 6 courses per semester over 7 semesters.
- vii. You will be required to submit a project work / dissertation in your final semester (8<sup>th</sup> semester of your program). This will enable you to advance your professional capabilities by applying concepts and techniques in projects.
- viii. Each course has multiple evaluation components. This includes an assignment component, quiz, mid-semester examination and comprehension examination. All evaluation components are mandatory for securing a pass grade in a course as prescribed by the partnering institution.

- ix. Contact classes are organized as per the handout and calendar prepared and shared by the University at the beginning of each semester. In the normal course, one session of 2 hours duration per course per contact class is organized.
- x. You will be called upon to undergo studies during the hours and days as may be fixed by the Company from time to time. Normally, the study hours would be from 9:00am to 6:00pm
- xi. The faculty will take attendance/circulate attendance sheets for every session. It is your responsibility to ensure that your attendances are recorded properly.
- xii. WILP Scholar trainees are expected to be on time for every session. Punctuality is non-negotiable and the faculty reserves the right to deny entry and attendance to late comers.
- xiii. Attending 75% of contact session is mandatory for each course to appear for examinations.
- xiv. Not attending classes for reasons like medical/on the job training /late coming/personal problems and other similar reasons would be treated as absenteeism.
- xv. Scholar trainees who fail to meet the minimum attendance criteria will not qualify for comprehension exams for any of the registered courses in that semester.
- xvi. For any reason, you are not able to meet the minimum attendance criteria or not complete the mandatory assignments / quiz / examinations in any semester, you are required to repeat the same semester as and when the next batch is organized. In such cases, rules and regulations governing academic programs at that time would be applicable. In addition, additional semesters fees are to be borne by you as prescribed by the University.
- xvii. At the end of each semester, the performance of each Scholar Trainee in a course, is specified as a letter grade which is obtained through a Relative Grading procedure
- xviii. Any Scholar trainee securing 3 or more cumulative fail grade at any point in time will be expelled from WILP Program.
- xix. The 8th semester of study is fully devoted for dissertation / project work
- xx. If a Scholar trainee's CGPA is less than 5.5, the Scholar trainee will not be permitted to register for the dissertation. He/she has to re-appear for exams and secure a CGPA of 5.5 before taking up the dissertation. Also, a Scholar trainee with an E grade in any course will not be permitted to register for the Dissertation
- xxi. Project / Dissertation work has to be carried out by each individual separately. Teamwork is not permitted.
- xxii. The dissertation has to be completed strictly as per the guidelines that are outlined by collaborating institution.
- xxiii. WILP Scholar trainees are expected to maintain decorum and discipline in line with Wipro's professional work culture and environment.
- xxiv. In cases where a Scholar trainee deviates from the expected behaviour as prescribed by the WILP and partnering institution from time to time , strict action will be taken and the decision of the WILP Team / faculty /, University would be final and binding.
- xxv. Breach of integrity will be dealt with sternly. Such Scholar trainees will be asked to discontinue their studies and also expelled from WILP program.
- xxvi. On successful completion of the study, you will be eligible to receive the M-Tech degree from the collaborating University, in recognition of your successfully completing the course.
- xxvii. All Scholar trainees of the WILP will be given testimonials at the end of the successful completion of the M-Tech degree program. The testimonial contains the timeline in the WILP and the kind of project works carried during this opportunity.

Mode of contact session, examination pattern and other academic program norms are subject to change based on the prevailing situation / University norms declared from time to time. Decision of the University would be final and binding.

## **8. Conflict of Interest:**

- i. During your enrolment period with the WILP, you will focus exclusively on the requirements of the program. In addition to your study and academic requirements, you are required to engage yourself exclusively in the work assigned by Wipro and shall not take up any independent or individual assignments (whether part time or full time, in an advisory capacity or otherwise) directly or indirectly without the express written consent of Head /

## Manager of WILP Academy

- ii. You shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any person who is involved in activities, which are or shall be in conflict with the interests of Wipro.
- iii. The Conflict of Interest Policy also refers to the need on your part, during your enrolment and for a period of one year from the cessation of your enrolment with WILP (irrespective of the circumstances of, or the reasons for, the cessation) not to solicit, induce or encourage:
  - a. Any student/scholar trainee of the WILP to abandon /withdraw their enrolment with the program or to accept enrolment and/or employment with any competitor, supplier or any customer with whom you have a connection.
  - b. Any employee of Wipro to terminate their employment with Wipro or to accept employment with any competitor, supplier or any customer with whom you have a connection.
  - c. Any customer or vendor of Wipro to move their existing business with Wipro to a third party or to terminate their business relationship with Wipro.
  - d. Any existing employee and/or student of WILP to become associated with, or perform services of any type for any third party.
- iv. In case of any conflict or doubt, please discuss the matter with Head / Manager of WILP, to understand Wipro's position on this and resolve the conflict.

## 9. Obligation and Responsibilities:

- i. During the study period you will be governed by the WILP regulations and instructions as may be modified, from time to time, in relation to conduct, discipline and other matters.
- ii. During your study as part of WILP, Company expects you to undergo study in the area in which you are placed, with a high standard of initiative and efficiency. This is critical and Company has zero tolerance towards any deviations.
- iii. You would not be allowed to seek membership of any local or public body without the written approval from the Head / Manager of WILP.
- iv. During the study period and thereafter, you would not be allowed to give out to anyone in writing or by word of mouth or otherwise, particulars or details of work - process, technical know-how, research carried out, security arrangements, or administrative and/or organizational matters of confidential or secret nature which you may come across during your academic study or become known to you by virtue of your undergoing study under WILP or otherwise.
- v. You are bound by all regulations, instructions and policies of the WILP and Wipro. These are updated / modified on a periodic basis and new policies may be introduced and notified to Scholar trainees from time to time and you will be bound to comply with the same.
- vi. In consideration of the opportunities, trainings and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by WILP/Wipro and in the course of your association with WILP. This covenant shall endure during your association and beyond the cessation of your association with WILP (irrespective of the circumstances of, or the reasons for, the cessation).
- vii. In connection with your association with Wipro as part of the WILP and during the term of your association upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business or academic session hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

During the period of academic study, if you develop or conceptualize inventions, ideas, concepts, discoveries, techniques and improvements (including without limitation computer software) solely or jointly with others in relation to the operation of the WILP / Wipro, such developments will be fully communicated to the WILP academy and will be the sole intellectual property of Wipro. You agree to cooperate in the execution of documents to facilitate the assignment of such intellectual property when required.

## 10. Confidentiality:

- i. In consideration of the opportunities, training and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by Wipro and in the course of your enrolment. This covenant shall endure during your enrolment and beyond the cessation of your enrolment with Wipro (irrespective of the circumstances of, or the reasons for, the cessation).
- ii. During your training on projects at Wipro, you will be expected not to use or disclose any confidential information, including trade secrets, of any former employer (if any) or other person with whom you have an obligation of confidentiality and by signing below you affirm that you have no conflicting obligations or non-compete agreements that would prevent you from working without limitation for Wipro.

## **11. Assignment of Intellectual Property**

In connection with your enrolment and during the term of your enrolment, upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

## **12. Posting**

During the initial study period, initially you would be made familiar with Wipro, but you may if needed be re-assigned or transferred to another division, department, establishment or new location where Wipro, has its office or operation and WILP classes are running in the particular location, in India, without enhancing the scholarship amount. On placement of this nature, you will also be governed by the disciplinary rules and regulations as applicable in that unit/branch. You may also be placed in any sister company of Wipro, for practical studies.

## **13. Misconduct:**

- i. In case you are charged with any misconduct or disciplinary issue during your study period, your enrolment with WILP may be temporarily placed on suspension without payment of scholarship amount, for such period as Wipro may deem fit. If the charges against you are proved to be true, your enrolment may be immediately cancelled, without any notice or payment of scholarship in lieu of notice notwithstanding any clause of this letter of enrolment. It is clarified that this clause is without prejudice to Wipro's rights to enforce the Training Agreement duly signed by you even after cancellation of your enrolment for whatever reasons as the case may be.
- ii. Notwithstanding the condition regarding written notice of termination and without prejudice to Wipro's right to enforce the Training agreement, Wipro shall have the right to terminate your academic study without any notice or payment of scholarship in lieu thereof, if any declaration given or information furnished by you to WILP/ Wipro is found to be false or if you are found to have willfully suppressed any material information.

**Please note that at any stage, whether during your selection process or upon enrolment with the WILP, if it is brought to our notice that you have indulged in malpractices or used illegal means to clear your online assessment, Wipro shall withdraw or revoke the enrolment and cancel the same with immediate effect and we reserve our rights to take suitable action against you as we may deem fit.**

## **14. Cancellation of Enrolment:**

Notwithstanding any of the clauses of this letter of enrolment, Company reserves the right at its sole discretion to cancel this enrolment during the study period without assigning any reason, by giving one month's (30 days) notice or one month's scholarship/stipend in lieu of notice.

## **15. Study Hours:**

- i. As a Scholar Trainee – Work Integrated Learning Program, you will be called upon to undergo studies during the hours and days as may be fixed by WILP from time to time as per the University requirements.
- ii. You would be assigned to any of the locations and any project work as part of your WILP as may be decided by the Company.
- iii. The full day lecture sessions will be held at any of Wipro's other establishments/outsourced venue. You may also be called upon to attend academic study as and when required on holidays, as may be scheduled in accordance with the convenience of the organizing team of the WILP.
- iv. The university will plan contact classes in multiple format to suit the project work situations and university guidelines such as contact classes in ILT (instructor Led training) and / or VILT (virtual Instructor Led Training and Self-Directed / Recorded lecture sessions).

## 16. General:

- i. This letter of enrolment is subject to the condition that you have not provided us with any false declaration or wilfully suppressed any material information. If you have, you will be liable for cancellation of enrolment from the WILP without any prior notice.
- ii. The terms of this letter of enrolment may be specifically enforced legally, if required. In this connection, if any of the provisions of this letter are declared or found to be void or unenforceable due to any reason whatsoever, the remaining provisions of this letter shall continue in full force and effect.
- iii. These enrolment terms supersede and replace any existing agreement or understanding, if any, between Wipro and you relating to the same subject matter.
- iv. You warrant that you are not prevented by a court or by any other administrative or judicial order from enrolling under this agreement. In the event that you are not a citizen of the country of posting, you should have a valid work permit to work in the country of posting.
- v. During the period of enrolment you are required to comply with all policies of WILP and Wipro. These policies are updated / modified on a periodic basis and new policies may be introduced and notified to the Scholar Trainees from time to time. You agree to comply with all policies as modified from time to time.

## 17. On Completion/Cancellation of Academic Program:

- i. On Completion of the academic program or cancellation of your enrolment , as the case may be, you will immediately surrender to Wipro/ the Academy all specifications, formulae, documents, literature, drawings or records, etc. belonging to Wipro/ the Academy or relating to its business and shall not make or retain any copies of these items.
- ii. You are not eligible to receive testimonial certificate if you do not successfully complete the academic study in accordance with this letter of enrolment and the study scheme formulated by the Academy.
- iii. Wipro reserves the right to offer employment at its sole discretion to a Scholar trainee on successful and satisfactory completion of the academic study.

## 18. Acceptance of Enrolment Letter:

Upon accepting the above terms and conditions, you are required to return the duplicate of this letter of enrolment, duly signed by you as a token of your acceptance on the day of joining WILP program.

Please confirm that the above terms are acceptable to you and that you accept the enrolment by signing a copy of this letter of enrolment and submit the same on the date of joining.

## 19. Work Allocation:

As part of your work responsibilities, you may be assigned to work on certain projects/accounts or other assignments as may be deemed fit by the Company in its sole discretion. Refusal to accept and deliver on such assignments shall be treated as a refusal to work and may result in termination of your employment or other disciplinary action.

Yours sincerely,

For **Wipro Limited**,



**Aparna Shailen**  
**General Manager - Human Resources**

I have read, understood and agree to accept the enrolment on the terms and conditions herein.

I shall be present for the induction session on

## **ANNEXURE I**

### **CONFIRMATION ON SHARING PERSONAL INFORMATION (AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT, 2000)**

I Radheshyam Thakur, confirm that I am voluntarily sharing my Personal Information with Wipro Limited ('Wipro') being a part of WILP of Wipro for the following purposes:

- a. validating my application form and retaining records on the same for any future reference/verification;
- b. processing my application form including background verification checks;
- c. academic study related actions including record keeping, processing scholarship advance and benefits and any action required in the context of my enrolment with Wipro, being a part of WILP.

In this context, I also agree to the retention of such Personal Information by Wipro for any future reference/verification and authorize Wipro to transfer the same to a third party.

I understand that 'Personal Information' means any information, relating to me that is available with Wipro and is capable of identifying me."

## **ANNEXURE II**

I hereby confirm that I shall submit the required academic certificate including but not limited to mark sheet and Provisional or Convocation Degree Certificate within 3 months from my date of joining. I understand that my enrolment is subject to my aggregate meeting the Wipro eligibility criteria and submission of the above mentioned documents.

I hereby declare that all the particulars mentioned above are true to the best of my knowledge. In the event of my failure to submit the above mentioned documents or in case of any discrepancy, I shall be liable for termination of my enrolment with Wipro.

## **ANNEXURE – III**

### **INITIAL INDUCTION PROGRAM**

The Talent Transformation team at Wipro groom's campus selects to help them face the challenges of the corporate world.

A holistic 360 degree approach to training is adopted and helps them hone their fundamental computer skills followed by insights into Wipro businesses, process, technology and behavioural skills.

To understand and appreciate the mindset of the young Trainees and ensure that the transformation is smooth, the induction program is done by a team of dedicated professionals who have exposure to the academic and corporate sectors alike. Project Readiness Program (PRP) is a training program designed to address the basic learning needs of the Trainees.

#### **Corporate Readiness Program - CRP**

The CRP program is focused on making young Trainees comfortable in a corporate environment. This program starts with a corporate induction.

"EMERGE" a behavioural skills building training program ensures that the fresh Trainee start feeling at ease in the "corporate world". This activity based behavioural intervention informs the new entrants about the corporate work culture and business etiquette.

#### **Technology Readiness Program - TRP**

The technology training provides critical technical skills required to work on projects allocated to Trainees and prepare to face the demands of the project world. We begin doing this by familiarizing with Wipro's businesses and work environment.

The methodology of training is "Project Based Learning" (PBL) approach, the entire learning is designed around a series of projects that the recruits are expected to complete individually by learning and applying various topics required to complete the project. Starting with individual projects, the PBL approach ends with recruits working on a team project.

## **ANNEXURE – IV**

I have read and understood the terms of my enrolment letter. I agree and acknowledge that I am a Student/Scholar trainee with Wipro's WILP. I further undertake that I shall not represent to any person within Wipro or any other third

party that I am an employee of Wipro Ltd and I fully understand that such false representation shall entail severe disciplinary action including immediate cancellation of my enrolment.

### **Travel, Accommodation, Food & Other Miscellaneous Expenses**

#### **Travel**

- i. You would be entitled for Rs. 1500 from the date of appointment as a lump sum amount that will be credited with your first month stipend. You may utilize this amount towards Travel and you would not need to submit bills towards usage of this amount.
- ii. There is no provision for reimbursement/allowance towards any expenses incurred in lieu of attending training or classes at different locations in the same city.

#### **Accommodation, Food & other Miscellaneous Expenses**

- i. You would be entitled for Rs.400 per day for 8 days (total amount of Rs.3,200) from the date of joining. You may utilize this amount towards accommodation, food & other miscellaneous expenses. This would be paid as a lump sum amount that will be credited with your first month stipend and you would not need to submit bills towards usage of this amount.
- ii. If your posting location (the location where you would be based out of after training) is different from the training location (location where you undergo initial training), you would be entitled for the following:  
  
Settlement and Miscellaneous Expenses: Rs.1200 per day for 7 days (total amount of Rs. 8,400) from the date of reporting to the posting location. You may utilize this amount towards boarding, lodging, conveyance & other miscellaneous expenses.
- iii. Any location change after reporting to posting location will be treated as relocation/transfer and will be covered under the Transfer policy for Team Rainbow. For details you can refer the policy at myWipro-> My Policies -> India->My Travel>Transfer Policy-Team Rainbow.
- iv. Campus joiners would not be eligible for accommodation at the Wipro guest houses.

**Please note in the event that the employee leaves the organization within 6 months from the date of joining, all payments processed under Joining & Relocation Entitlements shall be recovered from the employee at the time of exit.**

**Skill Preferences 1 :** [DAAI -Cloud & Digital Database](#)

**Location Preferences 1 :** [Bangalore](#)

**Skill Preferences 2 :** [CEP-SAP-ABAP](#)

**Location Preferences 2 :** [Mysore](#)

**Skill Preferences 3 :** [Python App](#)

**Location Preferences 3 :** [Chennai](#)

☒ Accept ☐ Decline

☒ **Signature** [Radheshyam Thakur 25/1/2023 10:00 PM](#)  
(checking the checkbox above is equivalent to a handwritten signature)

Registered Office:

**Wipro Limited** T :+91 (80) 2844 0011

Doddakannelli F :+91 (80) 2844 0054

Sarjapur Road E :info@wipro.com

Bengaluru 560 035 W :wipro.com

India C :L32102KA1945PLC020800

26168298





## Welcome to Wipro's Work Integrated Learning Program ("WILP")

**Work Integrated Learning Programme**  
**Wipro Limited, Dodda Kannelli**  
**Sarjapur Road, Bengaluru - 560 035.**  
**Phone: (080) 28440011/12, Fax: (080) 28440256**

Dear SHARIQ AHMED,

### **Sub: Enrolment letter to Wipro's Work Integrated Learning Program ("WILP") as Scholar Trainee – Work Integrated Learning Program**

Welcome to WILP!

With reference to your application, it is our pleasure to enroll you as a Scholar Trainee – Work Integrated Learning Program. This is a scholarship program customized as a robust academic and training program which will enable you to obtain M-Tech degree from one of the premier engineering institution / University in India.

The duration of the academic program shall be 48 months from the **date of enrolment to the academic program**. You will be enrolled into the academic program within 12 months from date of joining. Your date of joining will be intimated through a separate communication.

We hope you enjoy the learning with WILP and have an enriching experience being a part of Wipro Limited ("Wipro or "Company").

Please read through the terms and conditions of your enrolment as provided below.

We look forward to having a long and fruitful relationship with you at WILP, Wish you all the best!

Yours sincerely,  
For **Wipro Limited**,

**Aparna Shailen**  
**General Manager - Human Resources**

#### **Endorsement**

I accept the enrolment and the terms and conditions thereof as specified below. I shall report for undergoing study on

#### **Terms & Conditions of Scholarship**

##### **1. PROFILE:**

You have been selected to be a part of Wipro's WILP and are enrolled as a Scholar Trainee- Work Integrated Learning Program. Upon joining WILP, you will have to undergo a "Project Readiness Program" ('PRP') that prepares you to participate in projects at the Company as part of this learning program. This robust academic program will also enable you to obtain **M-Tech degree from one of the premier engineering Institution / University** upon successful completion of the course.

##### **2. DURATION:**

The duration of your academic program will be for a period of 48 months from the date of enrolment to the academic program. You will be enrolled into the academic program within 12 months from date of joining. Unless the Company extends the period of your study in writing, which is done solely at the discretion of the Company, your enrolment would automatically terminate at the end of the stated 48 months.

In case the Company extends the academic period (in writing) you will continue to be enrolled as a Scholar Trainee – Work Integrated Learning Program with WILP.

### 3. Appointment details:

We provide support to our global customers through various Company locations in India to suit customer requirements by operating 24x7. You would be operating from any of these locations and in any of the shifts, including night shift, as may be decided by the Company, keeping in mind the business needs and deliverables to customers.

### 4. Scholarship/Stipend and Benefits

During your period of enrolment, you would be entitled to a consolidated monthly scholarship.

Apart from the monthly scholarship, the Company will provide you with life & accidental insurance that would include a cover for you, the premium / cost will be taken care of by Wipro. This is a voluntary benefit offered by the Company and the details of the same are listed below.

- i. A Group Personal Accident Insurance (GPAI) coverage of **Rs.12,00,000/-**. You could also choose to get additional coverage for a nominal and highly negotiated premium. More details on the policy are available in My Policies section in myWipro, the HR portal at Wipro.
- ii. Group Life Insurance coverage of **Rs.14, 00,000/-**. This sum insured is inclusive of cover as per EDLI (Employee Deposit Linked Insurance). You can also get an extra coverage for a nominal and highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

In addition to the above, you are also eligible for medical insurance cover towards hospitalization.

You are eligible for a floater coverage of Rs.2,00,000/- per annum for family (self, spouse & children) towards hospitalization. There will be a deduction from your monthly scholarship/stipend depending on your marital/family status towards the base sum insured premium. 10% of the claim amount would need to be borne by the employee/Scholar trainee.

Base Medical insurance is to be availed by the employee as default. It is accounted for in deductions as a nominal monthly charge. Top-Up cover is voluntary and charged as applicable during renewal timelines.

If you wish to enhance the coverage, a top up cover option is also available for a highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

The below table lists down your scholarship details:

| Period      | Scholarship | ESI | Consolidated Scholarship (Rs. Per Month) |
|-------------|-------------|-----|------------------------------------------|
| First year  | 15000       | 488 | 15,488/- (*)                             |
| Second year | 17000       | 553 | 17,553/- (*)                             |
| Third year  | 19000       | 618 | 19,618/- (*)                             |
| Fourth year | 23000       | 0   | 23,000/- (*)                             |

(\*) You shall be responsible for payment of all statutory contributions, taxes, dues and levies as may be required under the relevant laws including contributions under Employees' State Insurance Corporation Act (**at 0.75% of your Scholarship**) as and when applicable to you. Such contributions, taxes, dues and levies where required, shall be deducted from your Scholarship and benefits according to applicable laws and regulations.

Your fourth-year scholarship will continue until completion of your M-Tech program. Your enrolment into the MTech academic program within 12 months from date of joining.

You shall be eligible to receive a onetime "joining bonus" of Rs.75,000 after you join Wipro along with your first month salary. All applicable taxes on the payment of this amount will be borne by you. Please note in the event you leave the organization within 12 months from the date of joining, payment processed under Joining bonus shall be recovered from the employee at the time of exit.

The enhancement of the scholarship at the end of each academic year of study will be at the discretion of the Company and subject to your satisfactory progress of study, acquisition of skills, behavior, regularity and punctuality in attendance. Your continued enrolment in the course, will be at the discretion of the Company, and is subject to satisfactory academic performance and other requirements as prescribed in the WILP portal.

In case your project performance at any stage is not found to be at par with the requirement of WILP, then you would be placed on performance improvement program (PIP). If you fail to successfully complete the PIP, the Company may at its sole discretion discontinue your enrolment in the WILP program.

#### **Book Allowance:**

A Book Allowance of Rs.1,250/- will be provided to you per semester. This allowance will be given every semester except the last semester when you will be engaged in dissertation. The allowance will be paid to you centrally along with your scholarship during the course of each semester. The allowance will be subject to tax. Book allowance is applicable and paid only when you are registered for the semester.

#### **5. Training Agreement:**

- i. This letter of enrolment is subject to the execution of a training agreement in the prescribed proforma with Wipro Limited, Sarjapur Road, Doddakannelli, Bengaluru-560035 on or before joining the program ("Training Agreement").
- ii. This Training agreement shall be for a total period of 60 Months where you will be mentored for developing your skills and knowledge. This included technical training, in various formats, both online and offline and practical experience in various projects. The Company invests on your behalf for the cost of these trainings. Should you discontinue the WILP program or your enrolment with WILP is cancelled for any reason whatsoever before the completion of 60 months from the date of joining, the training expenses of Rs.75,000/-(Rupees Seventy five thousand only) will have to be paid by you as detailed in the Training Agreement.

#### **6. PROJECT READINESS PROGRAM (PRP)**

Upon enrolment, you will have to undergo a Project Readiness Program (PRP) to prepare you to participate in projects. This is offered by Wipro's - Talent Transformation Department to all campus and off-campus selects. The broad objective of PRP is to equip you with the necessary knowledge and skills that will enable you to start working on real-life project work which is an integral part of the WILP.

#### **7. Regulations of Academic study:**

- i. You will be enrolled for M-Tech program with a renowned institution ("University") that collaborates with Wipro for WILP.
- ii. Course specialization includes but is not limited to Software Systems, Software Engineering, Information Technology, Computing Systems and Infrastructure Management, Data Analytics, IoT, Cloud, Digital & Cyber security, Embedded Systems.
- iii. Your specialization and enrolment would be decided based on prevailing business requirements and decision of the Company is final and binding.
- iv. You will not be able to change Specialization track after enrolment.
- v. Overall program duration is 4 years from date of enrolment of academic program.
- vi. As per the program structure, a WILP Scholar trainee will register and pursue 4 to 6 courses per semester over 7 semesters.
- vii. You will be required to submit a project work / dissertation in your final semester (8<sup>th</sup> semester of your program). This will enable you to advance your professional capabilities by applying concepts and techniques in projects.
- viii. Each course has multiple evaluation components. This includes an assignment component, quiz, mid-semester examination and comprehension examination. All evaluation components are mandatory for securing a pass grade in a course as prescribed by the partnering institution.

- ix. Contact classes are organized as per the handout and calendar prepared and shared by the University at the beginning of each semester. In the normal course, one session of 2 hours duration per course per contact class is organized.
- x. You will be called upon to undergo studies during the hours and days as may be fixed by the Company from time to time. Normally, the study hours would be from 9:00am to 6:00pm
- xi. The faculty will take attendance/circulate attendance sheets for every session. It is your responsibility to ensure that your attendances are recorded properly.
- xii. WILP Scholar trainees are expected to be on time for every session. Punctuality is non-negotiable and the faculty reserves the right to deny entry and attendance to late comers.
- xiii. Attending 75% of contact session is mandatory for each course to appear for examinations.
- xiv. Not attending classes for reasons like medical/on the job training /late coming/personal problems and other similar reasons would be treated as absenteeism.
- xv. Scholar trainees who fail to meet the minimum attendance criteria will not qualify for comprehension exams for any of the registered courses in that semester.
- xvi. For any reason, you are not able to meet the minimum attendance criteria or not complete the mandatory assignments / quiz / examinations in any semester, you are required to repeat the same semester as and when the next batch is organized. In such cases, rules and regulations governing academic programs at that time would be applicable. In addition, additional semesters fees are to be borne by you as prescribed by the University.
- xvii. At the end of each semester, the performance of each Scholar Trainee in a course, is specified as a letter grade which is obtained through a Relative Grading procedure
- xviii. Any Scholar trainee securing 3 or more cumulative fail grade at any point in time will be expelled from WILP Program.
- xix. The 8th semester of study is fully devoted for dissertation / project work
- xx. If a Scholar trainee's CGPA is less than 5.5, the Scholar trainee will not be permitted to register for the dissertation. He/she has to re-appear for exams and secure a CGPA of 5.5 before taking up the dissertation. Also, a Scholar trainee with an E grade in any course will not be permitted to register for the Dissertation
- xxi. Project / Dissertation work has to be carried out by each individual separately. Teamwork is not permitted.
- xxii. The dissertation has to be completed strictly as per the guidelines that are outlined by collaborating institution.
- xxiii. WILP Scholar trainees are expected to maintain decorum and discipline in line with Wipro's professional work culture and environment.
- xxiv. In cases where a Scholar trainee deviates from the expected behaviour as prescribed by the WILP and partnering institution from time to time , strict action will be taken and the decision of the WILP Team / faculty /, University would be final and binding.
- xxv. Breach of integrity will be dealt with sternly. Such Scholar trainees will be asked to discontinue their studies and also expelled from WILP program.
- xxvi. On successful completion of the study, you will be eligible to receive the M-Tech degree from the collaborating University, in recognition of your successfully completing the course.
- xxvii. All Scholar trainees of the WILP will be given testimonials at the end of the successful completion of the M-Tech degree program. The testimonial contains the timeline in the WILP and the kind of project works carried during this opportunity.

Mode of contact session, examination pattern and other academic program norms are subject to change based on the prevailing situation / University norms declared from time to time. Decision of the University would be final and binding.

## **8. Conflict of Interest:**

- i. During your enrolment period with the WILP, you will focus exclusively on the requirements of the program. In addition to your study and academic requirements, you are required to engage yourself exclusively in the work assigned by Wipro and shall not take up any independent or individual assignments (whether part time or full time, in an advisory capacity or otherwise) directly or indirectly without the express written consent of Head /

## Manager of WILP Academy

- ii. You shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any person who is involved in activities, which are or shall be in conflict with the interests of Wipro.
- iii. The Conflict of Interest Policy also refers to the need on your part, during your enrolment and for a period of one year from the cessation of your enrolment with WILP (irrespective of the circumstances of, or the reasons for, the cessation) not to solicit, induce or encourage:
  - a. Any student/scholar trainee of the WILP to abandon /withdraw their enrolment with the program or to accept enrolment and/or employment with any competitor, supplier or any customer with whom you have a connection.
  - b. Any employee of Wipro to terminate their employment with Wipro or to accept employment with any competitor, supplier or any customer with whom you have a connection.
  - c. Any customer or vendor of Wipro to move their existing business with Wipro to a third party or to terminate their business relationship with Wipro.
  - d. Any existing employee and/or student of WILP to become associated with, or perform services of any type for any third party.
- iv. In case of any conflict or doubt, please discuss the matter with Head / Manager of WILP, to understand Wipro's position on this and resolve the conflict.

## 9. Obligation and Responsibilities:

- i. During the study period you will be governed by the WILP regulations and instructions as may be modified, from time to time, in relation to conduct, discipline and other matters.
- ii. During your study as part of WILP, Company expects you to undergo study in the area in which you are placed, with a high standard of initiative and efficiency. This is critical and Company has zero tolerance towards any deviations.
- iii. You would not be allowed to seek membership of any local or public body without the written approval from the Head / Manager of WILP.
- iv. During the study period and thereafter, you would not be allowed to give out to anyone in writing or by word of mouth or otherwise, particulars or details of work - process, technical know-how, research carried out, security arrangements, or administrative and/or organizational matters of confidential or secret nature which you may come across during your academic study or become known to you by virtue of your undergoing study under WILP or otherwise.
- v. You are bound by all regulations, instructions and policies of the WILP and Wipro. These are updated / modified on a periodic basis and new policies may be introduced and notified to Scholar trainees from time to time and you will be bound to comply with the same.
- vi. In consideration of the opportunities, trainings and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by WILP/Wipro and in the course of your association with WILP. This covenant shall endure during your association and beyond the cessation of your association with WILP (irrespective of the circumstances of, or the reasons for, the cessation).
- vii. In connection with your association with Wipro as part of the WILP and during the term of your association upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business or academic session hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

During the period of academic study, if you develop or conceptualize inventions, ideas, concepts, discoveries, techniques and improvements (including without limitation computer software) solely or jointly with others in relation to the operation of the WILP / Wipro, such developments will be fully communicated to the WILP academy and will be the sole intellectual property of Wipro. You agree to cooperate in the execution of documents to facilitate the assignment of such intellectual property when required.

## 10. Confidentiality:

- i. In consideration of the opportunities, training and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by Wipro and in the course of your enrolment. This covenant shall endure during your enrolment and beyond the cessation of your enrolment with Wipro (irrespective of the circumstances of, or the reasons for, the cessation).
- ii. During your training on projects at Wipro, you will be expected not to use or disclose any confidential information, including trade secrets, of any former employer (if any) or other person with whom you have an obligation of confidentiality and by signing below you affirm that you have no conflicting obligations or non-compete agreements that would prevent you from working without limitation for Wipro.

## **11. Assignment of Intellectual Property**

In connection with your enrolment and during the term of your enrolment, upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

## **12. Posting**

During the initial study period, initially you would be made familiar with Wipro, but you may if needed be re-assigned or transferred to another division, department, establishment or new location where Wipro, has its office or operation and WILP classes are running in the particular location, in India, without enhancing the scholarship amount. On placement of this nature, you will also be governed by the disciplinary rules and regulations as applicable in that unit/branch. You may also be placed in any sister company of Wipro, for practical studies.

## **13. Misconduct:**

- i. In case you are charged with any misconduct or disciplinary issue during your study period, your enrolment with WILP may be temporarily placed on suspension without payment of scholarship amount, for such period as Wipro may deem fit. If the charges against you are proved to be true, your enrolment may be immediately cancelled, without any notice or payment of scholarship in lieu of notice notwithstanding any clause of this letter of enrolment. It is clarified that this clause is without prejudice to Wipro's rights to enforce the Training Agreement duly signed by you even after cancellation of your enrolment for whatever reasons as the case may be.
- ii. Notwithstanding the condition regarding written notice of termination and without prejudice to Wipro's right to enforce the Training agreement, Wipro shall have the right to terminate your academic study without any notice or payment of scholarship in lieu thereof, if any declaration given or information furnished by you to WILP/ Wipro is found to be false or if you are found to have willfully suppressed any material information.

**Please note that at any stage, whether during your selection process or upon enrolment with the WILP, if it is brought to our notice that you have indulged in malpractices or used illegal means to clear your online assessment, Wipro shall withdraw or revoke the enrolment and cancel the same with immediate effect and we reserve our rights to take suitable action against you as we may deem fit.**

## **14. Cancellation of Enrolment:**

Notwithstanding any of the clauses of this letter of enrolment, Company reserves the right at its sole discretion to cancel this enrolment during the study period without assigning any reason, by giving one months' (30 days) notice or one month's scholarship/stipend in lieu of notice.

## **15. Study Hours:**

- i. As a Scholar Trainee – Work Integrated Learning Program, you will be called upon to undergo studies during the hours and days as may be fixed by WILP from time to time as per the University requirements.
- ii. You would be assigned to any of the locations and any project work as part of your WILP as may be decided by the Company.
- iii. The full day lecture sessions will be held at any of Wipro's other establishments/outsourced venue. You may also be called upon to attend academic study as and when required on holidays, as may be scheduled in accordance with the convenience of the organizing team of the WILP.
- iv. The university will plan contact classes in multiple format to suit the project work situations and university guidelines such as contact classes in ILT (instructor Led training) and / or VILT (virtual Instructor Led Training and Self-Directed / Recorded lecture sessions).

## 16. General:

- i. This letter of enrolment is subject to the condition that you have not provided us with any false declaration or wilfully suppressed any material information. If you have, you will be liable for cancellation of enrolment from the WILP without any prior notice.
- ii. The terms of this letter of enrolment may be specifically enforced legally, if required. In this connection, if any of the provisions of this letter are declared or found to be void or unenforceable due to any reason whatsoever, the remaining provisions of this letter shall continue in full force and effect.
- iii. These enrolment terms supersede and replace any existing agreement or understanding, if any, between Wipro and you relating to the same subject matter.
- iv. You warrant that you are not prevented by a court or by any other administrative or judicial order from enrolling under this agreement. In the event that you are not a citizen of the country of posting, you should have a valid work permit to work in the country of posting.
- v. During the period of enrolment you are required to comply with all policies of WILP and Wipro. These policies are updated / modified on a periodic basis and new policies may be introduced and notified to the Scholar Trainees from time to time. You agree to comply with all policies as modified from time to time.

## 17. On Completion/Cancellation of Academic Program:

- i. On Completion of the academic program or cancellation of your enrolment, as the case may be, you will immediately surrender to Wipro/ the Academy all specifications, formulae, documents, literature, drawings or records, etc. belonging to Wipro/ the Academy or relating to its business and shall not make or retain any copies of these items.
- ii. You are not eligible to receive testimonial certificate if you do not successfully complete the academic study in accordance with this letter of enrolment and the study scheme formulated by the Academy.
- iii. Wipro reserves the right to offer employment at its sole discretion to a Scholar trainee on successful and satisfactory completion of the academic study.

## 18. Acceptance of Enrolment Letter:

Upon accepting the above terms and conditions, you are required to return the duplicate of this letter of enrolment, duly signed by you as a token of your acceptance on the day of joining WILP program.

Please confirm that the above terms are acceptable to you and that you accept the enrolment by signing a copy of this letter of enrolment and submit the same on the date of joining.

## 19. Work Allocation:

As part of your work responsibilities, you may be assigned to work on certain projects/accounts or other assignments as may be deemed fit by the Company in its sole discretion. Refusal to accept and deliver on such assignments shall be treated as a refusal to work and may result in termination of your employment or other disciplinary action.

Yours sincerely,

For **Wipro Limited**,



**Aparna Shailen**  
**General Manager - Human Resources**

I have read, understood and agree to accept the enrolment on the terms and conditions herein.

I shall be present for the induction session on

## **ANNEXURE I**

### **CONFIRMATION ON SHARING PERSONAL INFORMATION (AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT, 2000)**

I Radheshyam Thakur, confirm that I am voluntarily sharing my Personal Information with Wipro Limited ('Wipro') being a part of WILP of Wipro for the following purposes:

- a. validating my application form and retaining records on the same for any future reference/verification;
- b. processing my application form including background verification checks;
- c. academic study related actions including record keeping, processing scholarship advance and benefits and any action required in the context of my enrolment with Wipro, being a part of WILP.

In this context, I also agree to the retention of such Personal Information by Wipro for any future reference/verification and authorize Wipro to transfer the same to a third party.

I understand that 'Personal Information' means any information, relating to me that is available with Wipro and is capable of identifying me."

## **ANNEXURE II**

I hereby confirm that I shall submit the required academic certificate including but not limited to mark sheet and Provisional or Convocation Degree Certificate within 3 months from my date of joining. I understand that my enrolment is subject to my aggregate meeting the Wipro eligibility criteria and submission of the above mentioned documents.

I hereby declare that all the particulars mentioned above are true to the best of my knowledge. In the event of my failure to submit the above mentioned documents or in case of any discrepancy, I shall be liable for termination of my enrolment with Wipro.

## **ANNEXURE – III**

### **INITIAL INDUCTION PROGRAM**

The Talent Transformation team at Wipro groom's campus selects to help them face the challenges of the corporate world.

A holistic 360 degree approach to training is adopted and helps them hone their fundamental computer skills followed by insights into Wipro businesses, process, technology and behavioural skills.

To understand and appreciate the mindset of the young Trainees and ensure that the transformation is smooth, the induction program is done by a team of dedicated professionals who have exposure to the academic and corporate sectors alike. Project Readiness Program (PRP) is a training program designed to address the basic learning needs of the Trainees.

#### **Corporate Readiness Program - CRP**

The CRP program is focused on making young Trainees comfortable in a corporate environment. This program starts with a corporate induction.

"EMERGE" a behavioural skills building training program ensures that the fresh Trainee start feeling at ease in the "corporate world". This activity based behavioural intervention informs the new entrants about the corporate work culture and business etiquette.

#### **Technology Readiness Program - TRP**

The technology training provides critical technical skills required to work on projects allocated to Trainees and prepare to face the demands of the project world. We begin doing this by familiarizing with Wipro's businesses and work environment.

The methodology of training is "Project Based Learning" (PBL) approach, the entire learning is designed around a series of projects that the recruits are expected to complete individually by learning and applying various topics required to complete the project. Starting with individual projects, the PBL approach ends with recruits working on a team project.

## **ANNEXURE – IV**

I have read and understood the terms of my enrolment letter. I agree and acknowledge that I am a Student/Scholar trainee with Wipro's WILP. I further undertake that I shall not represent to any person within Wipro or any other third



party that I am an employee of Wipro Ltd and I fully understand that such false representation shall entail severe disciplinary action including immediate cancellation of my enrolment.

### **Travel, Accommodation, Food & Other Miscellaneous Expenses**

#### **Travel**

- i. You would be entitled for Rs. 1500 from the date of appointment as a lump sum amount that will be credited with your first month stipend. You may utilize this amount towards Travel and you would not need to submit bills towards usage of this amount.
- ii. There is no provision for reimbursement/allowance towards any expenses incurred in lieu of attending training or classes at different locations in the same city.

#### **Accommodation, Food & other Miscellaneous Expenses**

- i. You would be entitled for Rs.400 per day for 8 days (total amount of Rs.3,200) from the date of joining. You may utilize this amount towards accommodation, food & other miscellaneous expenses. This would be paid as a lump sum amount that will be credited with your first month stipend and you would not need to submit bills towards usage of this amount.
- ii. If your posting location (the location where you would be based out of after training) is different from the training location (location where you undergo initial training), you would be entitled for the following:  
  
Settlement and Miscellaneous Expenses: Rs.1200 per day for 7 days (total amount of Rs. 8,400) from the date of reporting to the posting location. You may utilize this amount towards boarding, lodging, conveyance & other miscellaneous expenses.
- iii. Any location change after reporting to posting location will be treated as relocation/transfer and will be covered under the Transfer policy for Team Rainbow. For details you can refer the policy at myWipro-> My Policies -> India->My Travel>Transfer Policy-Team Rainbow.
- iv. Campus joiners would not be eligible for accommodation at the Wipro guest houses.

**Please note in the event that the employee leaves the organization within 6 months from the date of joining, all payments processed under Joining & Relocation Entitlements shall be recovered from the employee at the time of exit.**

**Skill Preferences 1 :** [DAAI -Cloud & Digital Database](#)

**Location Preferences 1 :** [Bangalore](#)

**Skill Preferences 2 :** [CEP-SAP-ABAP](#)

**Location Preferences 2 :** [Mysore](#)

**Skill Preferences 3 :** [Python App](#)

**Location Preferences 3 :** [Chennai](#)

☒ Accept ☐ Decline

☒ **Signature** [Radheshyam Thakur 25/1/2023 10:00 PM](#)

(checking the checkbox above is equivalent to a handwritten signature)

Registered Office:

**Wipro  
Limited**

**T :**+91 (80) 2844 0011

Doddakannelli

**F :**+91 (80) 2844 0054

Sarjapur  
Road

**E :**info@wipro.com

Bengaluru  
560 035

**W :**wipro.com

India

**C :**L32102KA1945PLC020800

26168298



**Offer: Computer Consultancy**

**Ref: TCSL/DT20228278625/Bangalore**

**Date: 8/9/2022**

Dear Shashank Hiremath

**Sub: Letter of Offer**

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade **Y**. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be **375000/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year. Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &



Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

## **COMPENSATION AND BENEFITS**

### **BASIC SALARY**

You will be eligible for a basic salary of `14,784/- per month.

### **BOUQUET OF BENEFITS (BoB)**

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

#### **1. House Rent Allowance (HRA)**

Your HRA will be `5,914/- per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

#### **2. Leave Travel Allowance**

You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

#### **3. Food Card**

You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias. As per the Pre-Defined structure you will be eligible for a Food Card with an amount of `500/- being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.



## **PERFORMANCE PAY**

### **Monthly Performance Pay**

You will receive a monthly performance pay of `1,700/-. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

### **Quarterly Variable Allowance**

Your variable allowance will be `600/- per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

## **CITY ALLOWANCE**

You will be eligible for a City Allowance of `200/- per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

## **XPLORE/ LEARNING INCENTIVES**

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

## **OTHER BENEFITS**

### **Health Insurance Scheme**

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:



## **1. Basic Cover**

i. Entitlement - Includes domiciliary expenses up to `6,000/- per insured person per annum and basic hospitalization expenses up to `2,00,000/- per insured person per annum.

ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

## **2. Higher Hospitalisation**

Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

i. Entitlement - You and your enrolled dependants will be entitled for `12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

## **Maternity Leave**

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother, may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

## **Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)**

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of `250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

## **Loans**

You will be eligible for loans, as per TCSL's loan policy.

## **Professional Memberships**

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.





## **RETIRALS**

### **Provident Fund**

You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

### **Gratuity**

You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

## **TERMS AND CONDITIONS**

### **1. Aggregate Percentage Requirements**

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

### **2. Pre requisites for Joining**

To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.



### **3. Training Period**

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

### **4. Working Hours**

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

### **5. Mobility**

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

### **6. Compensation Structure / Salary components**

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

### **7. Increments and Promotions**

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

### **8. Alternative Occupation / Employment**

Either during the period of your traineeship or during the period of your employment as a



confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

## **9. Confidentiality Agreement**

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

## **10. Service Agreement**

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL `50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

## **11. Work in SBWS mode**

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.

## **12. Overseas International Assignment Agreement**

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related





documents pertaining to the international assignment for which you are being placed. In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

### **13. Terms and Conditions**

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

### **14. TATA Code of Conduct**

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

### **15. Notice Period**

Upon your confirmation, this contract of employment is terminable by you by giving 90 days notice in writing to TCSL. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion.

Upon your confirmation, this contract of employment may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

It is understood, agreed and made abundantly clear herein that you shall have to necessarily work during the notice period given by TCSL under this clause, unless you are otherwise relieved by TCSL by giving you payment in lieu of notice.

Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by it at its own discretion having regard to the responsibilities shouldered by you while being in the employment of TCS.

### **16. Retirement**

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

### **17. Pre-employment Medical Certificate**

You are required to submit a Medical Certificate of Fitness (in the format prescribed by



TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

### 18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

### 19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining. If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

### 20. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)



- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :

\*There is no criminal offence registered/pending against you

\*There is no disciplinary case pending against you in the university

- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

\*PAN Card (Permanent Account Number)

\*Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)

\*Passport

\*NSR E-Card

## **21. TCS Xperience Program**

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

## **22. Letter of Appointment**

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

## **23. Rules and Regulations of the Company**

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from



time to time. The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

#### **24. Compliance to all clauses**

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

#### **25. Data Privacy Clause:**

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of overseas deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

**Withdrawal of Offer**

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

**For TATA Consultancy Services Limited**

**Girish V. Nandimath**  
**Global Head Talent Acquisition & AIP**



[Click here](#) or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary  
Annexure 2: List of TCS Xplore Centres  
Annexure 3: Confidentiality and IP Terms





## GROSS SALARY SHEET

Annexure 1

|                       |                                          |
|-----------------------|------------------------------------------|
| <b>Name</b>           | <b>Shashank Hiremath</b>                 |
| <b>Designation</b>    | <b>Assistant System Engineer-Trainee</b> |
| <b>Institute Name</b> | <b>Others</b>                            |

Table 1: Compensation Details (All Components in INR)

| <b>Component Category</b>             | <b>Monthly</b> | <b>Annual</b>      |
|---------------------------------------|----------------|--------------------|
| <b>1) Fixed Compensation</b>          |                |                    |
| Basic Salary                          | 14,784         | 1,77,408           |
| Bouquet Of Benefits #                 | 7,646          | 91,752             |
| <b>2) Performance Pay**</b>           |                |                    |
| Monthly Performance Pay               | 1,700          | 20,400             |
| Quarterly Variable Allowance*         | 600            | 7,200              |
| <b>3) City Allowance</b>              | 200            | 2,400              |
| <b>4) Annual Components/Retirals</b>  |                |                    |
| Health Insurance***                   | NA             | 7,900              |
| Provident Fund                        | 1,774          | 21,289             |
| Gratuity                              | 711            | 8,533              |
| Total of Annual Components & Retirals | 2,485          | 37,722             |
| <b>TOTAL GROSS</b>                    | <b>27,415</b>  | <b>375000</b>      |
| <b>Xplore/ Learning Incentive****</b> |                | <b>Upto 60,000</b> |

# Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

\* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

\*\*The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

\*\*\* For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

\*\*\*\* Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

| <b>Component Category</b>        | <b>Monthly</b> | <b>Annual</b> |
|----------------------------------|----------------|---------------|
| House Rent Allowance             | 5,914          | 70,968        |
| Leave Travel Assistance          | 1,232          | 14,784        |
| Food Card                        | 500            | 6,000         |
| <b>GROSS BOUQUET OF BENEFITS</b> | <b>7,646</b>   | <b>91,752</b> |



## Annexure

|                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                       |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Ahmedabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Garima Park, IT/ITES SEZ, Plot # 41,<br>Gandhinagar - 382007                                                                                                                                                                                 | <b>Bangalore</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Gate 1, No 42, Think campus, Electronic City phase II,<br>Bangalore - 560100, Karnataka                                                                                           |
| <b>BUBANESHWAR</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Training Lab Venue: Barabati, IRC Block, Ground Floor,<br>Tata Consultancy Services Limited, (UNIT-II) - BARBATI<br>SEZ, IT/ITES - SPECIAL ECONOMIC ZONE (SEZ), PLOT NO.<br>35, CHANDAKA INDUSTRIAL ESTATE, PATIA,<br>Bhubaneswar - 751024 | <b>Chennai</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>415/21-24, Kumaran Nagar, Old Mahabalipuram Rd,<br>TNHB, Sholinganallur, Chennai, Tamil Nadu 600119                                                                                 |
| <b>DELHI – Gurgaon</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Block C, Kings Canyon, ASF Insignia, Gurgaon -<br>Faridabad Road, Gawal Pahari, Gurgaon - 122003,<br>Haryana                                                                                                                           | <b>DELHI – Noida</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. A-44 & A-45, Ground, 1st to 5th Floor & 10th<br>floor, Galaxy Business Park, Block - C & D, Sector - 62,<br>Noida - 201 309, UP                                      |
| <b>Guwahati</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>5th Floor, NEDFi House, G.S. Road, Dispur, Guwahati -<br>781006, Assam                                                                                                                                                                        | <b>Hyderabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Q City, Nanakramguda, Hyderabad                                                                                                                                                   |
| <b>INDORE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor,<br>Village Tigariya Badshah & Bada Bangarde, Tehsil<br>Hatod, Indore - 452018,<br>Madhya Pradesh                                                                                           | <b>KOLKATA</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Ecospace 1B building, 2nd Floor, Plot - IIF/12, New<br>Town, Rajarhat, Kolkata - 700160, West Bengal OR<br>Auditorium, 2nd Floor, Wanderers Building, Delta Park -<br>Lords |
| <b>KOCHI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>TCS centre, Infopark Road Infopark Campus, Infopark,<br>Kakkanad, Kerala 682042                                                                                                                                                                  | <b>MUMBAI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Yantra Park, Pokharan Road Number 2, TCS Approach<br>Rd, Thane, West, Thane, Maharashtra 400606                                                                                      |
| <b>NAGPUR</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,                                                                                                                                                                                         | <b>PUNE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park,<br>Hinjewadi Phase III, Pune - 411057, Maharashtra                                                                               |
| <b>Trivandrum</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Peepul Park, Technopark Campus, Kariyavattom P.O,<br>Trivandrum - 695581, India                                                                                                                                                             |                                                                                                                                                                                                                                                       |



## Annexure

### Confidentiality and IP Terms and Conditions

#### 1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.





## **2. Associate's Obligations**

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

## **3. Intellectual Property Rights**

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filing or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.



#### **4. Prior knowledge**

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

#### **5. Use of third party material**

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

#### **6. Security policies and Guidelines.**

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

#### **7. Working in SBWS Framework:**

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.



(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

## **8. Restriction on Associate's Rights**

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

## **9. No License**

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.



## **10. Equitable Rights**

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

## **11. General**

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay or omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.



(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.



**CGI Information Systems and Management Consultants Pvt. Ltd.**

Regd. Office: e.city, Tower 2, No.95/1 & 95/2,  
Electronic City, Phase I (West)  
Bangalore – 560 100. India  
Tel +91-80-6642 2222 | Fax +91-80-6642 1200

**cgi.com**

CIN: U72200KA1990PTC019138

Dear Shilpa J

I am delighted to offer you a role at CGI Information Systems and Management Consultants Private Limited (“CGI” or “Company”) where we strive to create an environment in which we enjoy working together and, as owners, contribute to building a company we can be proud of. We are very excited about the prospect of having you join us, and look forward to welcoming you.

As part of the leading information technology companies in the world, there are many opportunities for growth and development, both individually and as part of a large professional community. I hope you will choose to be part of our CGI Global Community, a team of extraordinary people building a company that reflects their aspirations and is supported by our shared vision and values.

We are offering you the position of **Associate Software Engineer** and your **Total Target Earnings** is INR **350000-** in accordance with the terms and conditions contained below.

This offer is contingent on your:

- successful completion of your graduation with a minimum of [60%] of marks and no backlog in any semester;
- successful completion of pre/post-employment training designated by the Company. Details of the training, duration, and conditions of training will be communicated to you by the Company upon your acceptance of this offer. You are required to maintain the minimum attendance threshold throughout the training and achieve the grade pre-defined by the Company for the successful completion of the training.

Should you fail to achieve the above pre-requisite, the Company shall be entitled to revoke this offer at its discretion or terminate your employment forthwith without notice or pay in lieu thereof.

You are requested to report at Bengaluru our office on 24 July 2022 . Your appointment will be effective on your joining date. If you do not confirm your acceptance within the timeframe mentioned below, this offer will be considered withdrawn unless extended in writing by the Company.

- You are required to communicate your acceptance of this offer via email to your assigned Recruiter’s CGI email id on or before 23 July 2022. You will also be required to read, understand and execute the CGI Candidate Declaration that will be issued to you on your joining date.
- Your reporting time on the joining date is 8:30 a.m. Kindly note that it is important to be on time to complete the joining formalities.
- On your joining date, please bring the originals and one set of photocopies of the documents mentioned in Annexure-A.
- Please contact us at 080-4194 0000 (Monday to Friday between 9:30 a.m. to 5:30 p.m.) or via email to your CGI designated recruiter for any queries regarding your employment offer.

The terms and conditions governing your employment are as under:

- Your employment with the Company is at all times subject to you having and maintaining a valid work permit from the Government of India (if applicable). A copy of the work permit needs to be furnished by you on the date of on boarding failing which you will not be permitted to join. You hereby agree that you shall undertake all necessary steps to keep such work permit valid and subsisting throughout the term of your employment with the Company.





- Your employment will be subject to a probationary period of [6] months (**“Probationary Period”**). If your performance is, in the opinion of the Company, found to be satisfactory during this period, then the Company shall confirm the appointment in writing. The Company may, at its sole discretion, extend the Probationary Period, by providing you prior written notice. Your employment remains subject to [15] days’ notice of termination until you are notified in writing of the satisfactory completion of the Probationary Period.
- This appointment will be based on your agreement to serve the Company for a minimum period of two years effective your date of joining. On joining, you will have to sign the Employment Agreement with the Company
- This offer is conditional upon your having a valid passport. If you do not have a passport as of the date of this offer, you are required to apply for one immediately and produce the relevant acknowledgement on the day of your on boarding. Being part of consulting organization, it is your responsibility to monitor the validity of your passport and renew it in advance. Should you be denied a passport, or if you are otherwise unable to produce a copy of your passport, CGI shall be entitled to terminate your employment forthwith without notice or pay in lieu thereof. It is a condition of your employment that you have a valid passport at all times.
- During your employment with CGI, you may get opportunities to work on multiple platforms/skills at the sole discretion of CGI. CGI encourages and appreciates flexibility to work on different technologies
- Your services are transferable anywhere in India as also anywhere abroad within the CGI group of companies or other third parties. In case your services are transferred to any of our group companies or affiliates of the Company, you are required to abide by the rules and regulations pertaining to that company. You will carry out your duties as per the instructions of your superiors from time to time
- Your remuneration is strictly confidential. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should not be shared with anyone.
- **Code of conduct:** You will abide by CGI policies including all amendments as may be carried out from time to time at sole discretion of CGI (**“CGI Policies”**), and the applicable rules and regulations in force from time to time and will also be required to sign and abide by the **Code of ethics** and conduct as elucidated by the Company as part of your performance appraisal process. Any breach of the guidelines or the terms and conditions of employment may result in termination of your services without notice or compensation.
  - a) You will not carry on any business other than for the Company or enter for any part of your time in any capacity in the services of other person or persons and company or companies. You will devote your whole time and attention to your duties to promote the interests of CGI and you will not utilize or divulge to any person or persons any of our trade secrets or confidential information.
  - b) In the course of your employment with CGI, you shall not, without the previous written consent of CGI and which consent CGI may in its absolute discretion and without assigning any reason, withhold and/or refuse to accord directly and/or indirectly solicit and/or engage in the collection and donations for any trust or other organizations and/or institutions for charitable work and/or any other purposes and person/s and/or bodies corporate/institutions with whom you come into contact and/or have dealings with in the course of employment with CGI.
  - c) During your employment with CGI and perpetually thereafter, you will not transmit, disclose or otherwise use confidential information related to CGI, the affiliates or group companies of CGI, or the clients of CGI or its affiliates and group companies, to any unauthorized person, except as may be required in the course of discharging your duties in connection with CGI’s business. Confidential information means and includes information which is confidential and proprietary to CGI and its affiliates and group companies, and/or to certain third parties with which CGI has relationships, and disclosed to or obtained by you from CGI and/or such third parties, whether (without limitation) in graphic, written, electronic or machine readable form on any media or orally and whether or not the information is expressly stated to be confidential or marked as such and includes, but is not limited to information of value or significance to CGI and/or its competitors (present or potential) including but not limited to CGI’s intellectual property; client names; project related information; content; data; techniques; plans; designs; programs; customer information; identity and job descriptions of CGI’s personnel; organizational structure; financing relationships or terms; service provider or vendor relationships or terms; processes; methodologies; compensation or bonus data; the terms of this appointment letter; or any other information, not in the public domain pertaining to the business or affairs of CGI; but does not include information that is in the public domain other than by your breach of this appointment letter and/or of any other agreement to which you are bound by. You will not divulge confidential information to anyone, including family, friends, and especially others in the same or similar competing businesses. You will sign a Confidentiality and Non-Disclosure Agreement to protect CGI’s confidential information at the time of your onboarding and anytime upon request during your employment with CGI. If you are bound by a confidentiality agreement with a previous employer, you must notify the Company and indemnify the Company against any breach thereof.

- d) For the purpose of representing and improving the company's brand image and being able to interact with senior level decision makers in the industry in a satisfactory manner, you are required to follow the following norms:
- i. Maintain complete confidentiality and high level of integrity in all your actions performed on behalf of the company
  - ii. Practice high level of professionalism in business etiquettes, selection of attire, choice of language in conversation and documents, meeting commitments and in overall conduct; and
  - iii. You shall help in maintaining congenial, disciplined, participative and supportive work environment to encourage team spirit and high performance standards.

- e) **Intellectual Property:** You irrevocably, absolutely and perpetually assign to the Company worldwide right(s), title(s), and interest(s) under any statute or common law including patent rights; copyrights including moral rights; trademarks, designs, anywhere in the world, whether negotiable or not in respect of your contribution(s) during the term of the employment, free from encumbrances of any kind for the full term of each and every such right, including renewal or extension of any such term. All of the Intellectual Property (created solely or jointly with others) given, disclosed, created, developed or prepared in connection with your employment with the Company shall be deemed to be 'work for hire' and/ or inventions developed in the course of employment with the Company within the meaning of the copyright laws of all jurisdictions, including and without limitation, India, and the Company shall be deemed to be the sole author thereof in all jurisdictions for all purposes. If under any applicable law, any results and proceeds of your services are not deemed to be works and/ or inventions developed in the course of the employment with the Company, then to the fullest extent allowable and for the full term of protection otherwise accorded to you under such applicable law, you hereby assign and transfer to the Company any/all right(s), title(s), and interest(s) in such works and/ or inventions. You further irrevocably, absolutely and perpetually assign to the Company the worldwide rights in respect of: (a) any licences, permissions and grants in connection with any Intellectual Property therewith; (b) applications for any of the foregoing and the right to apply for them in any part of the world; (c) right to obtain and hold appropriate registrations in Intellectual Property, (d) all extensions and renewals thereof; and (e) causes of action in the past, present or future, related thereto including the rights to damages and profits, due or accrued, arising out of past, present or future infringements or violations thereof and the right to sue for and recover the same. Further, you hereby agree to waive any right to and refrain from raising any objection or claims pursuant to Section 19(4) and Section 30-A of the Copyright Act, 1957.

For the purpose of this agreement, "Intellectual Property" includes ideas, concepts, creations, discoveries, inventions, improvements, know how, trade or business secrets; trademarks, service marks, designs, utility models, tools, devices, models, methods, procedures, processes, systems, principles, algorithms, works of authorship, flowcharts, drawings, books, papers, models, sketches, formulas, teaching techniques, electronic codes, proprietary techniques, research projects, and other confidential and proprietary information, computer programming code, databases, software programs, data, documents, instruction manuals, records, memoranda, notes, user guides, in either printed or machine-readable form, the whether or not copyrightable or patentable, or any written or verbal instructions or comments.

- f) You will be responsible for the safekeeping and return in good condition all the Company property and all material or documents (including reproductions and excerpts) containing Confidential Information and any letter of authority or power of attorney issued to you, which will be in your use, custody or charge.

- **Non-solicitation:** During your period of employment with CGI and for a period of twelve (12) months commencing from the last day of your employment with CGI, you will not directly or indirectly: (i) solicit any employee of CGI to terminate his/her employment with CGI, or to accept any other employment; and/or (ii) solicit or do business with any clients or customers or potential clients or customers of CGI with whom you have had dealings during the last twelve (12) months of your employment with CGI.
- **Communication:** Please approach your immediate supervisor for any queries pertaining to project or organization related concerns, suggestions which you may have from time to time. In addition, the HR team is always available to discuss any of your needs or suggestions.
- **Shift:** You shall have no objection to work on shift / staggered duty in case business warrants that. Please note that it is management's prerogative to decide which member will work on shift and management's decision in this regard will be final. Your project will also decide the shift allowance that will be payable and will be based on project requirement. This will be governed by the existing Shift Allowance Policy.
- You may be required to travel on Company work and you will be reimbursed expenses as per Company Policies.



- **Unauthorized absence from work:** Your unauthorized absence from work for a continuous period of more than three days without leave or obtaining your manager's approval will be treated as absconding from duty, triggering disciplinary action. In the event, that you do not report for work within eight days from the date of unauthorized absence it will be treated as "voluntary abandonment of service" and it shall be deemed you are no longer interested in the employment and your employment will be terminated. In such an event you shall be liable to refund the salary in lieu of shortfall in notice period and other dues payable to the Company, as specified.
- **Termination of employment:**
  - i **Termination without cause:** Your services may be terminated at any time by either side by giving fifteen days' written notice or salary in lieu thereof during the Probationary Period and **Two month's written notice** or **Two month's salary in lieu thereof** after confirmation of employment with the Company. Whilst the Company reserves the right to release you upon your resignation prior to conclusion of your notice period with or without paying notice pay for the balance notice period, decision to allow notice pay in lieu of notice is at the sole discretion of the management. If you decide to leave without completing due notice and handing over formalities as per the requirement of CGI; you will not be eligible to get any certificates which indicate employment with CGI immediately or in future. No references will be entertained from any authority/institution seeking details of your case.
  - ii **Termination for Cause:** Notwithstanding anything contained in this appointment letter, the Company may terminate the employment contemplated hereunder at any time without requiring to serve notice period or payment in lieu of notice period, for 'cause'. For the purpose of this Agreement 'cause' shall include:
    - (a) inattention or negligence in the performance of duties and obligations under this appointment letter;
    - (b) repeated failure to comply with lawful directions of the Company and its officers;
    - (c) conviction in a criminal case or framing of charges in a criminal case;
    - (d) breach of the terms of this appointment letter and breach of representations and warranties contained herein;
    - (e) unethical business conduct;
    - (f) breach of any statutory duty or for any act or omission adversely affecting the goodwill, reputation, credit, operations or the business of the Company;
    - (g) fraud, misappropriation or dishonesty in respect of the property or the business of the Company;
    - (h) commission of any act not in conformity with discipline or good behaviour or acceptance of any illegal gratification;
    - (i) habitual neglect of your work or gross or habitual negligence in the performance of your duties;
    - (j) unauthorised disclosure of any Confidential Information of the Company; and/or
    - (k) any act or omission that could be construed as misconduct under applicable law.
  - iii **Termination for ill-health or disability:** If you, at any time, are prevented from ill-health or accident or any physical or mental disability from performing your duties hereunder, you shall inform the Company, either through yourself or any of your relatives, and supply it with such details as it may require and if you are unable by reason of ill-health or accident or disability, for a period of 60 days or more to perform your duties hereunder, the Company may forthwith terminate your employment.
  - iv **Project Engagement:** You understand and acknowledge that the business of the Company is dependent on the projects that it receives from its clients and that you have been employed to primarily work on such projects. If the project that you are working on requires a lower headcount or is winding up, you will no longer be required to work on such project. You will be informed at least 30 days prior to the date from which you will no longer be required to work on such project. In the event that either CGI or you are unable to find an alternate project that you can be staffed on within 45 days of your last project, your employment shall be deemed redundant and shall be terminated in accordance with applicable law and the terms of this letter. Notwithstanding the foregoing, you expressly agree that if you refuse two or more opportunities that are offered to you by CGI to be placed on an alternate project, it shall be deemed that you are voluntarily resigning from your employment with CGI. You understand and acknowledge that if you fail to upskill / reskill as required by and to the satisfaction of the Company, the Company will not be able to place you on an alternate project. Being placed on an alternate project is subject to availability of roles and your skill sets, and is not an obligation of the Company.
- You may be assigned to certain engagements that require Knowledge Transfer from client/other BU's/members within the engagement. During assignment or after obtaining such Knowledge Transfer, you are required to serve the stipulated rotation period. This is in addition to the notice period requirement mentioned above.
- **Non-Competition:** During the term of your employment with CGI, you shall not directly or indirectly compete with CGI in any manner whatsoever.



- **Restriction of Employment with Client/Customer:** For a period of twelve (12) months following the end of your employment with CGI, you agree not to, directly or indirectly, as employee, consultant or otherwise, work for or provide services or trade in goods, whether solely or with others, whether as an employee, officer, director, agent, partner, consultant, member of any company or other commercial enterprise or otherwise, to clients or customers or with any competitor or any organization where you have been taken or sent for training, deputation or secondment or professional work by the Company or to whom you provided services on CGI's behalf during the last twelve (12) months of your employment with CGI.
- You will keep us informed of any change in your residential address/contact details.
- If you resign from the service or your employment is terminated for any reasons before completing one (1) year of service, you will fully reimburse the Company, the joining bonus, transition bonus, retention bonus, notice pay and relocation expenses, if any.
- It is your responsibility to notify the Company of any changes in your personal information within three working days. It shall also be your responsibility to notify the Company of any legal action or suit, whether in the nature of civil or criminal initiated against you. Additionally, you shall also be responsible for notifying CGI of any proceedings which may impact your ability to fulfill your job responsibilities. Your failure to notify the above details will result in breach of the appointment terms. All notices shall be considered duly and properly delivered to the address on file with the Company.
- You will retire from the services of the Company on attaining the age of superannuation. The retirement age in CGI is sixty (60) years.
- The benefits as outlined herein and in CGI policies are subject to change at the Company's discretion. You will be entitled to leaves in accordance with the Company's policy as applicable from time to time.
- Upon your resignation or retirement from the Company or termination of your services, you are required to return all assets and property of the Company including but not limited to documents, machines, data, files, books etc. (including but not limited to leased properties).
- We provide support to global customers from various locations in India & abroad to suit customers' differing time needs including 24x7 bases. You may be asked to operate from any of the CGI locations and in any of the shifts, including night shift, at the sole discretion of management, as may be required by the Company keeping in mind business needs and deliverable requirements to customers. Your work schedule will be provided to you by your Manager / Supervisor upon your joining. Your weekly off days may not be on weekends.
- You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- **Condition of Hire:** Your appointment is contingent upon satisfactory reference & background checks including verification of your application materials, education and employment history. CGI will conduct background checks to verify your identity, education, professional qualifications, employment history and references (Level 1), and will include, depending on the nature of your position or at a client request, a criminal record check (Level 2) and credit verification (Level 3) if you have access to CGI and/or client sensitive or critical information, facilities or assets and/or your role requires handling of financial transactions. In addition, during the course of your employment on need basis or on a recurrent basis every 5 years and in a context of change of role, a complete re- verification including background checks as per CGI policies including without limitation, criminal record checks (Level 2) and credit verifications (Level 3) may be conducted, if applicable. Also, dual employment checks could be conducted at any time during the course of your employment. By signing this Employment Agreement, you are providing a free, informed and ongoing consent to all such verifications before and during the course of your employment as per CGI's policies and you agree to sign any forms required for such verifications at the appropriate time. Successful clearance of background verification is a mandatory requirement for employment confirmation. Unsuccessful clearance of background verification will lead to termination of employment without notice. CGI reserves the right to audit the submitted educational & previous work experience(s) documents at any point of your tenure in CGI, as part of which you are obligated to furnish any/all of such relevant documents on demand. Failure to furnish the same and / or the submitted education & work experience proving to be false or unverifiable as per CGI standards, may lead to termination of employment without notice. The basis of the offer is authentic and verifiable education and work experience as per CGI standards. You are accountable for providing documents that enable appropriate authorities in the relevant educational institution(s) and previous employer Organization(s) to validate your claims. CGI is not liable for the inability of the aforementioned authorities to validate your credentials basis your submissions. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer.
- If any information furnished by you in your application for employment or during the selection process is found at any time during your employment to be incorrect or false, and/or if you have suppressed any material information; the Company may terminate your services without notice or compensation



- **Data Protection and Privacy:** The Company may, in connection with your employment, receive personal data relating to you or third parties associated with you (such as spouse or children). Such data may be received directly from you or from other sources, and some personal data may be recorded directly or indirectly by internal security systems (such as CCTV cameras) or by other means. The Company may process such data for relevant and limited purposes. By agreeing to employment with CGI, you hereby expressly consents to the following:
  - (a) the processing of your personal data by the Company or such third-party appointed by the Company;
  - (b) the collection and processing of sensitive personal data or information (as defined under applicable laws) about you for limited purposes;
  - (c) the transfer worldwide of personal data held about you by the Company to other employees and offices of the Company's worldwide organization and to third parties where disclosure to such third parties is required in the normal course of business or by law; and use of your personal images and voices in marketing material, videos, etc.; and
  - (d) treating any personal data to which you have access in the course of your employment strictly in accordance with the Company's policies and procedures and not using any such data other than in connection with and except to the extent necessary for the purposes for which it was disclosed to you.
- Subject to insurance policies that the Company may have and other statutory insurances, you may be eligible to receive compensation under the Employees Compensation Act, 1923, for injuries arising out of and in the course of employment.
- Women employees of the Company shall be entitled to maternity leave in accordance with the Maternity Benefit Act, 1961 (as applicable), i.e., eligible women employees shall be entitled to 26 weeks of maternity leave for the first 2 surviving children, and 12 weeks of maternity leave for every subsequent child
- Your designation may be changed at the discretion of the Company depending on the work assigned to you
- Your **Total Experience** will be part of our professional records

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Total Experience = Relevant Experience + Weighted/ Non-relevant Experience

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0.0 Yrs. = 0.0 Yrs. + 0.0 Yrs.

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Relevant Experience = Total number of months the candidate has worked on the skill/role for which the candidate is being hired in CGI

---

Weighted Experience = A weighted percentage is given to your non-relevant experience, either to your role or skill, for which you are being hired in CGI

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- Any and all of the terms and conditions of service may be modified or changed at the Company's discretion. Breach of any one of the conditions will render you liable to termination of your employment without notice.
- This letter supersedes all oral or written communication exchanged between you and CGI prior to the date of this letter and commitments, if any, made during the selection process. You acknowledge that you have read and understood the terms and conditions of this offer letter and to confirm your acceptance of this offer letter, please sign in on all the pages & in the space specified below and return the signed copy to CGI on your onboarding day.
- If any provision of this letter is held to be unenforceable, the remaining provisions shall remain valid, binding and in full force to the maximum extent possible. If any portion of this letter is held to be unreasonable, such provision shall be given effect to the maximum extent possible by narrowing or enforcing in part that aspect of the provision found overbroad or unenforceable.
- Your employment with the Company and this letter shall be governed by and construed and enforced in accordance with the laws of India, without regard to conflicts of laws. You agree to the exclusive jurisdiction and venue of the courts in Bangalore for the resolution of all disputes arising under this letter.
- No waiver by the Company of any breach of this letter shall be valid unless in writing and signed by the Company. The waiver by the Company hereto of any provision of this letter shall not operate or be construed as a waiver of any subsequent breach by you, nor shall any waiver operate or be construed as a rescission of this letter



- You shall, at all times during the course of your employment with the Company (and even after its termination) agree to indemnify and keep indemnified the Company, as the case may be, against all losses, damages, claims, interests, costs, expenses, liabilities, proceedings and demands which the Company may suffer or incur or which may be made against the Company as a result of any misrepresentations or breach of this letter, acts or omissions by you during the course of employment.
- You shall not at any time without limitation, publish or communicate any disparaging remarks, comments or statements concerning the Company, its holding company, group companies, affiliates or associate companies or any of their respective shareholders, directors, officers or employees. For this purpose, 'disparaging' means any remarks, comments or statements that impugn the character, honesty, integrity, morality, or business acumen or abilities in connection with any aspect of the operation of business of the Company, or reflect negatively upon, the individual or company being disparaged.
- Base Compensation Components:**

| Designation: Associate Software Engineer                     |               |                |
|--------------------------------------------------------------|---------------|----------------|
| Date of Joining: 24 July 2024                                |               |                |
| Pay Components                                               | Monthly (INR) | Annual (INR)   |
| Basic (Inclusive of D.A.)                                    | 21,500        | 258,000        |
| Flexible Compensation Plan <sup>1</sup>                      | 6,136         | 73,632         |
| <b>Base Compensation</b>                                     | <b>27,636</b> | <b>331,632</b> |
| Provident Fund <i>Company Contribution</i>                   | 2,580         | 30,960         |
| Gratuity Fund Contribution                                   | 1,034         | 12,408         |
| <b>Gross Compensation</b>                                    | <b>31,250</b> | <b>375,000</b> |
| Share Purchase Plan <i>Company Contribution</i> <sup>2</sup> | 829           | 9,948          |
| Profit Participation Plan <sup>3</sup>                       | 553           | 6,636          |
| <b>Total Target Earnings</b>                                 | <b>32,632</b> | <b>391,584</b> |

- <sup>1</sup>**Flexible Compensation Plan:** Option to allocate to components like Meal Vouchers, Conveyance, National Pension Scheme, LTA etc
- <sup>2</sup>CGI will contribute towards **Share Purchase Plan (SPP)**: As part of our ownership culture, we enable those who join CGI to become an owner through our Share Purchase Plan. It is an opportunity for you to buy shares in CGI, become an owner, and benefit from any long-term appreciation in the CGI share price. When you choose a percentage to contribute, CGI will match your contribution 100% (up to **3%** of your Base Compensation). Contributions are done on a monthly basis towards the purchase of CGI shares, and you can start, stop and change your contribution at any time. Only those members who enroll for this benefit are eligible for receiving the company contribution & will need to contribute an equal amount on a monthly basis towards the purchase of CGI shares.
- <sup>3</sup>**Profit Participation Plan:** This plan distributes a portion of our profits based on the achievement of CGI's financial objectives, as well as individual performance. The Target Profit Participation Plan (PPP) is at **2%** of Base Compensation on pro rata basis and can be more or less basis the performance of CGI, performance of Business Units and performance of Individuals. All regular members employed as of Jun 30th of CGI Inc. fiscal year (Oct-Sept) are eligible and should be active on rolls as on Dec 31st to receive the payout. The Corporate guidelines of PPP may be amended from time to time  
Eligible members will be paid statutory bonus as per the provisions of the Payment of Bonus Act, 1965. Where members are eligible for both statutory bonus as well as the PPP, the company shall deduct from the PPP allocated to a member the amount of statutory bonus payable under the Act for such corresponding period and the difference will be paid as the actual PPP

In addition to the above you are eligible for:

- INR 25,000/-** towards annual insurance premium to cover self, spouse & up to two dependent children under Group MediClaim Insurance and to cover self under Group Personal Accident Insurance & Group Term Life Insurance

The tax liability arising out of the above payments now or in the future, due to changes in income tax provision shall be borne by you



I look forward to your acceptance of this offer and to welcoming you to our team. I am confident that in this new role, you will make a valuable contribution to CGI and our continued success.

Yours sincerely

**For CGI Information Systems and  
Management Consultants Pvt. Ltd.,**

A handwritten signature in black ink, appearing to read 'S Pradhan', is written over a light blue rectangular background.

---

**Sarika Pradhan  
Vice President Corporate Services**

I have read the terms and conditions of employment and the contents of the employment agreement and in token of my acceptance; I duly acknowledge the receipt of the letter of employment.

Please sign below to confirm that you agree with the terms and conditions stated in this letter.

---

**Signature & Date**



**Annexure-A**

We request you to bring the originals, on your date of reporting to CGI for verification.

*Please note that the below documents are mandatory for **CGI's personnel records** and will be subjected to **background verification**. Non submission of these documents will impact your profile and records needed to manage your career effectively within CGI and may also have serious impact on project and client requirements, hence your cooperation in this is crucial.*

| #  | Documents                                                                                   |
|----|---------------------------------------------------------------------------------------------|
| 1  | Acceptance copy of CGI's appointment letter signed by you on all pages                      |
| 2  | Valid Work Permit issued by Government of India, if applicable                              |
| 3  | Passport (all pages – wherever the entries are made)                                        |
| 4  | Income-Tax Permanent Account Number Card (PAN Card)                                         |
| 5  | Passport size photograph – 05 nos.                                                          |
| 6  | 10th class mark sheet & certificate                                                         |
| 7  | 12th class mark sheet & certificate                                                         |
| 8  | Bachelor degree mark sheets (all semesters)                                                 |
| 9  | Bachelor degree certificate / convocation certificate                                       |
| 10 | Master degree mark sheets (all semester)                                                    |
| 11 | Master degree certificate / convocation certificate                                         |
| 12 | Diploma mark sheets (all semesters)                                                         |
| 13 | Diploma certificate                                                                         |
| 14 | Any other certificates                                                                      |
| 15 | Appointment letter, pay slip, relieving letter & experience certificate of all previous Co. |
| 16 | Present company's appointment letter                                                        |
| 17 | Present company's relieving letter & resignation acceptance letter from HR                  |
| 18 | Present company's experience certificate                                                    |
| 19 | Present company's salary slip with employee number (last two months)                        |
| 20 | Aadhaar / Voters ID / Driving License / Rental agreement /Bank passbook (address page only) |
| 21 | Blood group and RH type report                                                              |

**SHILWANIKAR NISHANT MILIND**

Dear **SHILWANIKAR NISHANT MILIND**

On behalf of CAI Info India Private Ltd., I would like to reconfirm our verbal offer of employment as a **"Jr. Software Engineer"** for an annual CTC of Rs. 3,00,000.00 (Rupees three lakhs thirty thousand) beginning on your anticipated start date, Monday, February 05, 2024. This will be paid to you monthly at the end of each month in increments of Rs. 25,000.00 (gross monthly CTC).

Special Clauses:

- During the period of your employment, the Company may at any time assign or transfer you to any location in the world where the Company/its clients has its establishment. In such an event, you shall be entitled to allowances in accordance with the policies of the Company.
- If you do not have an existing account with ICICI Bank, you will be required to establish one within 2 weeks of your first pay.
- You shall be considered for the next financial review in 2025.

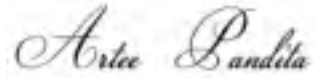
You are required to bring the following documents at the time of reporting for employment: -

- Last updated resume
- Latest passport size photograph
- A copy of Educational Certificates for all years of education and mark cards -
- Copy of passport
- Form 16

Please sign the bottom portion of this letter indicating your acceptance of this position and return the same immediately. You will be issued an appointment letter upon your acceptance of this offer letter.

Thank You and Welcome.

Yours Truly, Accepted By:



**Artee Pandita** \_\_\_\_\_  
**Director-Human Resources**

Divyasree Towers, Floor 5, Guruppanapalya  
Bannerghatta Main Road, Bangalore-560029  
[www.cai.io](http://www.cai.io) [inquire@cai.io](mailto:inquire@cai.io)

Detailed CTC Breakdown:

| Description       | Monthly              | Yearly                 |
|-------------------|----------------------|------------------------|
| Basic             | INR 13,750.00        | INR 1,65,000.00        |
| HRA               | INR 5,500.00         | INR 66,000.00          |
| Conveyance        | INR 300.00           | INR 3,600.00           |
| Medical Allowance | INR 700.00           | INR 8,400.00           |
| Statutory Bonus   | INR 2,500.00         | INR 30,000.00          |
| Provident Fund    | INR 3,300.00         | INR 39,600.00          |
| Gratuity          | INR 661.38           | INR 7,936.50           |
| Special Allowance | INR 788.63           | INR 9,463.50           |
| <b>Total</b>      | <b>INR 25,000.00</b> | <b>INR 3,00,000.00</b> |

Accepted By:

---



Divyasree Towers, Floor 5, Guruppanapalya  
Bannerghatta Main Road, Bangalore-560029  
[www.cai.io](http://www.cai.io) [inquire@cai.io](mailto:inquire@cai.io)

**CAI Info India Private Limited**

080 -45340400



**Welcome to Wipro's Work Integrated Learning Program ("WILP")**

**Work Integrated Learning Programme**  
**Wipro Limited, Dodda Kannelli**  
**Sarjapur Road, Bengaluru - 560 035.**  
**Phone: (080) 28440011/12, Fax: (080) 28440256**

Dear SHIVA KUMAR S,

**Sub: Enrolment letter to Wipro's Work Integrated Learning Program ("WILP") as Scholar Trainee – Work Integrated Learning Program**

Welcome to WILP!

With reference to your application, it is our pleasure to enroll you as a Scholar Trainee – Work Integrated Learning Program. This is a scholarship program customized as a robust academic and training program which will enable you to obtain M-Tech degree from one of the premier engineering institution / University in India.

The duration of the academic program shall be 48 months from the **date of enrolment to the academic program**. You will be enrolled into the academic program within 12 months from date of joining. Your date of joining will be intimated through a separate communication.

We hope you enjoy the learning with WILP and have an enriching experience being a part of Wipro Limited ("Wipro or "Company").

Please read through the terms and conditions of your enrolment as provided below.

We look forward to having a long and fruitful relationship with you at WILP, Wish you all the best!

Yours sincerely,  
For **Wipro Limited**,

**Aparna Shailen**  
**General Manager - Human Resources**

**Endorsement**

I accept the enrolment and the terms and conditions thereof as specified below. I shall report for undergoing study on

**Terms & Conditions of Scholarship**

**1. PROFILE:**

You have been selected to be a part of Wipro's WILP and are enrolled as a Scholar Trainee- Work Integrated Learning Program. Upon joining WILP, you will have to undergo a "Project Readiness Program" ('PRP') that prepares you to participate in projects at the Company as part of this learning program. This robust academic program will also enable you to obtain **M-Tech degree from one of the premier engineering Institution / University** upon successful completion of the course.

**2. DURATION:**

The duration of your academic program will be for a period of 48 months from the date of enrolment to the academic program. You will be enrolled into the academic program within 12 months from date of joining. Unless the Company extends the period of your study in writing, which is done solely at the discretion of the Company, your enrolment would automatically terminate at the end of the stated 48 months.

In case the Company extends the academic period (in writing) you will continue to be enrolled as a Scholar Trainee – Work Integrated Learning Program with WILP.

### 3. Appointment details:

We provide support to our global customers through various Company locations in India to suit customer requirements by operating 24x7. You would be operating from any of these locations and in any of the shifts, including night shift, as may be decided by the Company, keeping in mind the business needs and deliverables to customers.

### 4. Scholarship/Stipend and Benefits

During your period of enrolment, you would be entitled to a consolidated monthly scholarship.

Apart from the monthly scholarship, the Company will provide you with life & accidental insurance that would include a cover for you, the premium / cost will be taken care of by Wipro. This is a voluntary benefit offered by the Company and the details of the same are listed below.

- i. A Group Personal Accident Insurance (GPAI) coverage of **Rs.12,00,000/-**. You could also choose to get additional coverage for a nominal and highly negotiated premium. More details on the policy are available in My Policies section in myWipro, the HR portal at Wipro.
- ii. Group Life Insurance coverage of **Rs.14, 00,000/-**. This sum insured is inclusive of cover as per EDLI (Employee Deposit Linked Insurance). You can also get an extra coverage for a nominal and highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

In addition to the above, you are also eligible for medical insurance cover towards hospitalization.

You are eligible for a floater coverage of Rs.2,00,000/- per annum for family (self, spouse & children) towards hospitalization. There will be a deduction from your monthly scholarship/stipend depending on your marital/family status towards the base sum insured premium. 10% of the claim amount would need to be borne by the employee/Scholar trainee.

Base Medical insurance is to be availed by the employee as default. It is accounted for in deductions as a nominal monthly charge. Top-Up cover is voluntary and charged as applicable during renewal timelines.

If you wish to enhance the coverage, a top up cover option is also available for a highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

The below table lists down your scholarship details:

| Period      | Scholarship | ESI | Consolidated Scholarship (Rs. Per Month) |
|-------------|-------------|-----|------------------------------------------|
| First year  | 15000       | 488 | 15,488/- (*)                             |
| Second year | 17000       | 553 | 17,553/- (*)                             |
| Third year  | 19000       | 618 | 19,618/- (*)                             |
| Fourth year | 23000       | 0   | 23,000/- (*)                             |

(\*) You shall be responsible for payment of all statutory contributions, taxes, dues and levies as may be required under the relevant laws including contributions under Employees' State Insurance Corporation Act (**at 0.75% of your Scholarship**) as and when applicable to you. Such contributions, taxes, dues and levies where required, shall be deducted from your Scholarship and benefits according to applicable laws and regulations.

Your fourth-year scholarship will continue until completion of your M-Tech program. Your enrolment into the MTech academic program within 12 months from date of joining.

You shall be eligible to receive a onetime "joining bonus" of Rs.75,000 after you join Wipro along with your first month salary. All applicable taxes on the payment of this amount will be borne by you. Please note in the event you leave the organization within 12 months from the date of joining, payment processed under Joining bonus shall be recovered from the employee at the time of exit.

The enhancement of the scholarship at the end of each academic year of study will be at the discretion of the Company and subject to your satisfactory progress of study, acquisition of skills, behavior, regularity and punctuality in attendance. Your continued enrolment in the course, will be at the discretion of the Company, and is subject to satisfactory academic performance and other requirements as prescribed in the WILP portal.

In case your project performance at any stage is not found to be at par with the requirement of WILP, then you would be placed on performance improvement program (PIP). If you fail to successfully complete the PIP, the Company may at its sole discretion discontinue your enrolment in the WILP program.

#### **Book Allowance:**

A Book Allowance of Rs.1,250/- will be provided to you per semester. This allowance will be given every semester except the last semester when you will be engaged in dissertation. The allowance will be paid to you centrally along with your scholarship during the course of each semester. The allowance will be subject to tax. Book allowance is applicable and paid only when you are registered for the semester.

#### **5. Training Agreement:**

- i. This letter of enrolment is subject to the execution of a training agreement in the prescribed proforma with Wipro Limited, Sarjapur Road, Doddakannelli, Bengaluru-560035 on or before joining the program ("Training Agreement").
- ii. This Training agreement shall be for a total period of 60 Months where you will be mentored for developing your skills and knowledge. This included technical training, in various formats, both online and offline and practical experience in various projects. The Company invests on your behalf for the cost of these trainings. Should you discontinue the WILP program or your enrolment with WILP is cancelled for any reason whatsoever before the completion of 60 months from the date of joining, the training expenses of Rs.75,000/-(Rupees Seventy five thousand only) will have to be paid by you as detailed in the Training Agreement.

#### **6. PROJECT READINESS PROGRAM (PRP)**

Upon enrolment, you will have to undergo a Project Readiness Program (PRP) to prepare you to participate in projects. This is offered by Wipro's - Talent Transformation Department to all campus and off-campus selects. The broad objective of PRP is to equip you with the necessary knowledge and skills that will enable you to start working on real-life project work which is an integral part of the WILP.

#### **7. Regulations of Academic study:**

- i. You will be enrolled for M-Tech program with a renowned institution ("University") that collaborates with Wipro for WILP.
- ii. Course specialization includes but is not limited to Software Systems, Software Engineering, Information Technology, Computing Systems and Infrastructure Management, Data Analytics, IoT, Cloud, Digital & Cyber security, Embedded Systems.
- iii. Your specialization and enrolment would be decided based on prevailing business requirements and decision of the Company is final and binding.
- iv. You will not be able to change Specialization track after enrolment.
- v. Overall program duration is 4 years from date of enrolment of academic program.
- vi. As per the program structure, a WILP Scholar trainee will register and pursue 4 to 6 courses per semester over 7 semesters.
- vii. You will be required to submit a project work / dissertation in your final semester (8<sup>th</sup> semester of your program). This will enable you to advance your professional capabilities by applying concepts and techniques in projects.
- viii. Each course has multiple evaluation components. This includes an assignment component, quiz, mid-semester examination and comprehension examination. All evaluation components are mandatory for securing a pass grade in a course as prescribed by the partnering institution.

- ix. Contact classes are organized as per the handout and calendar prepared and shared by the University at the beginning of each semester. In the normal course, one session of 2 hours duration per course per contact class is organized.
- x. You will be called upon to undergo studies during the hours and days as may be fixed by the Company from time to time. Normally, the study hours would be from 9:00am to 6:00pm
- xi. The faculty will take attendance/circulate attendance sheets for every session. It is your responsibility to ensure that your attendances are recorded properly.
- xii. WILP Scholar trainees are expected to be on time for every session. Punctuality is non-negotiable and the faculty reserves the right to deny entry and attendance to late comers.
- xiii. Attending 75% of contact session is mandatory for each course to appear for examinations.
- xiv. Not attending classes for reasons like medical/on the job training /late coming/personal problems and other similar reasons would be treated as absenteeism.
- xv. Scholar trainees who fail to meet the minimum attendance criteria will not qualify for comprehension exams for any of the registered courses in that semester.
- xvi. For any reason, you are not able to meet the minimum attendance criteria or not complete the mandatory assignments / quiz / examinations in any semester, you are required to repeat the same semester as and when the next batch is organized. In such cases, rules and regulations governing academic programs at that time would be applicable. In addition, additional semesters fees are to be borne by you as prescribed by the University.
- xvii. At the end of each semester, the performance of each Scholar Trainee in a course, is specified as a letter grade which is obtained through a Relative Grading procedure
- xviii. Any Scholar trainee securing 3 or more cumulative fail grade at any point in time will be expelled from WILP Program.
- xix. The 8th semester of study is fully devoted for dissertation / project work
- xx. If a Scholar trainee's CGPA is less than 5.5, the Scholar trainee will not be permitted to register for the dissertation. He/she has to re-appear for exams and secure a CGPA of 5.5 before taking up the dissertation. Also, a Scholar trainee with an E grade in any course will not be permitted to register for the Dissertation
- xxi. Project / Dissertation work has to be carried out by each individual separately. Teamwork is not permitted.
- xxii. The dissertation has to be completed strictly as per the guidelines that are outlined by collaborating institution.
- xxiii. WILP Scholar trainees are expected to maintain decorum and discipline in line with Wipro's professional work culture and environment.
- xxiv. In cases where a Scholar trainee deviates from the expected behaviour as prescribed by the WILP and partnering institution from time to time , strict action will be taken and the decision of the WILP Team / faculty /, University would be final and binding.
- xxv. Breach of integrity will be dealt with sternly. Such Scholar trainees will be asked to discontinue their studies and also expelled from WILP program.
- xxvi. On successful completion of the study, you will be eligible to receive the M-Tech degree from the collaborating University, in recognition of your successfully completing the course.
- xxvii. All Scholar trainees of the WILP will be given testimonials at the end of the successful completion of the M-Tech degree program. The testimonial contains the timeline in the WILP and the kind of project works carried during this opportunity.

Mode of contact session, examination pattern and other academic program norms are subject to change based on the prevailing situation / University norms declared from time to time. Decision of the University would be final and binding.

## **8. Conflict of Interest:**

- i. During your enrolment period with the WILP, you will focus exclusively on the requirements of the program. In addition to your study and academic requirements, you are required to engage yourself exclusively in the work assigned by Wipro and shall not take up any independent or individual assignments (whether part time or full time, in an advisory capacity or otherwise) directly or indirectly without the express written consent of Head /

## Manager of WILP Academy

- ii. You shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any person who is involved in activities, which are or shall be in conflict with the interests of Wipro.
- iii. The Conflict of Interest Policy also refers to the need on your part, during your enrolment and for a period of one year from the cessation of your enrolment with WILP (irrespective of the circumstances of, or the reasons for, the cessation) not to solicit, induce or encourage:
  - a. Any student/scholar trainee of the WILP to abandon /withdraw their enrolment with the program or to accept enrolment and/or employment with any competitor, supplier or any customer with whom you have a connection.
  - b. Any employee of Wipro to terminate their employment with Wipro or to accept employment with any competitor, supplier or any customer with whom you have a connection.
  - c. Any customer or vendor of Wipro to move their existing business with Wipro to a third party or to terminate their business relationship with Wipro.
  - d. Any existing employee and/or student of WILP to become associated with, or perform services of any type for any third party.
- iv. In case of any conflict or doubt, please discuss the matter with Head / Manager of WILP, to understand Wipro's position on this and resolve the conflict.

## 9. Obligation and Responsibilities:

- i. During the study period you will be governed by the WILP regulations and instructions as may be modified, from time to time, in relation to conduct, discipline and other matters.
- ii. During your study as part of WILP, Company expects you to undergo study in the area in which you are placed, with a high standard of initiative and efficiency. This is critical and Company has zero tolerance towards any deviations.
- iii. You would not be allowed to seek membership of any local or public body without the written approval from the Head / Manager of WILP.
- iv. During the study period and thereafter, you would not be allowed to give out to anyone in writing or by word of mouth or otherwise, particulars or details of work - process, technical know-how, research carried out, security arrangements, or administrative and/or organizational matters of confidential or secret nature which you may come across during your academic study or become known to you by virtue of your undergoing study under WILP or otherwise.
- v. You are bound by all regulations, instructions and policies of the WILP and Wipro. These are updated / modified on a periodic basis and new policies may be introduced and notified to Scholar trainees from time to time and you will be bound to comply with the same.
- vi. In consideration of the opportunities, trainings and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by WILP/Wipro and in the course of your association with WILP. This covenant shall endure during your association and beyond the cessation of your association with WILP (irrespective of the circumstances of, or the reasons for, the cessation).
- vii. In connection with your association with Wipro as part of the WILP and during the term of your association upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business or academic session hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

During the period of academic study, if you develop or conceptualize inventions, ideas, concepts, discoveries, techniques and improvements (including without limitation computer software) solely or jointly with others in relation to the operation of the WILP / Wipro, such developments will be fully communicated to the WILP academy and will be the sole intellectual property of Wipro. You agree to cooperate in the execution of documents to facilitate the assignment of such intellectual property when required.

## 10. Confidentiality:

- i. In consideration of the opportunities, training and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by Wipro and in the course of your enrolment. This covenant shall endure during your enrolment and beyond the cessation of your enrolment with Wipro (irrespective of the circumstances of, or the reasons for, the cessation).
- ii. During your training on projects at Wipro, you will be expected not to use or disclose any confidential information, including trade secrets, of any former employer (if any) or other person with whom you have an obligation of confidentiality and by signing below you affirm that you have no conflicting obligations or non-compete agreements that would prevent you from working without limitation for Wipro.

## **11. Assignment of Intellectual Property**

In connection with your enrolment and during the term of your enrolment, upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

## **12. Posting**

During the initial study period, initially you would be made familiar with Wipro, but you may if needed be re-assigned or transferred to another division, department, establishment or new location where Wipro, has its office or operation and WILP classes are running in the particular location, in India, without enhancing the scholarship amount. On placement of this nature, you will also be governed by the disciplinary rules and regulations as applicable in that unit/branch. You may also be placed in any sister company of Wipro, for practical studies.

## **13. Misconduct:**

- i. In case you are charged with any misconduct or disciplinary issue during your study period, your enrolment with WILP may be temporarily placed on suspension without payment of scholarship amount, for such period as Wipro may deem fit. If the charges against you are proved to be true, your enrolment may be immediately cancelled, without any notice or payment of scholarship in lieu of notice notwithstanding any clause of this letter of enrolment. It is clarified that this clause is without prejudice to Wipro's rights to enforce the Training Agreement duly signed by you even after cancellation of your enrolment for whatever reasons as the case may be.
- ii. Notwithstanding the condition regarding written notice of termination and without prejudice to Wipro's right to enforce the Training agreement, Wipro shall have the right to terminate your academic study without any notice or payment of scholarship in lieu thereof, if any declaration given or information furnished by you to WILP/ Wipro is found to be false or if you are found to have willfully suppressed any material information.

**Please note that at any stage, whether during your selection process or upon enrolment with the WILP, if it is brought to our notice that you have indulged in malpractices or used illegal means to clear your online assessment, Wipro shall withdraw or revoke the enrolment and cancel the same with immediate effect and we reserve our rights to take suitable action against you as we may deem fit.**

## **14. Cancellation of Enrolment:**

Notwithstanding any of the clauses of this letter of enrolment, Company reserves the right at its sole discretion to cancel this enrolment during the study period without assigning any reason, by giving one months' (30 days) notice or one month's scholarship/stipend in lieu of notice.

## **15. Study Hours:**

- i. As a Scholar Trainee – Work Integrated Learning Program, you will be called upon to undergo studies during the hours and days as may be fixed by WILP from time to time as per the University requirements.
- ii. You would be assigned to any of the locations and any project work as part of your WILP as may be decided by the Company.
- iii. The full day lecture sessions will be held at any of Wipro's other establishments/outsourced venue. You may also be called upon to attend academic study as and when required on holidays, as may be scheduled in accordance with the convenience of the organizing team of the WILP.
- iv. The university will plan contact classes in multiple format to suit the project work situations and university guidelines such as contact classes in ILT (instructor Led training) and / or VILT (virtual Instructor Led Training and Self-Directed / Recorded lecture sessions).

## 16. General:

- i. This letter of enrolment is subject to the condition that you have not provided us with any false declaration or wilfully suppressed any material information. If you have, you will be liable for cancellation of enrolment from the WILP without any prior notice.
- ii. The terms of this letter of enrolment may be specifically enforced legally, if required. In this connection, if any of the provisions of this letter are declared or found to be void or unenforceable due to any reason whatsoever, the remaining provisions of this letter shall continue in full force and effect.
- iii. These enrolment terms supersede and replace any existing agreement or understanding, if any, between Wipro and you relating to the same subject matter.
- iv. You warrant that you are not prevented by a court or by any other administrative or judicial order from enrolling under this agreement. In the event that you are not a citizen of the country of posting, you should have a valid work permit to work in the country of posting.
- v. During the period of enrolment you are required to comply with all policies of WILP and Wipro. These policies are updated / modified on a periodic basis and new policies may be introduced and notified to the Scholar Trainees from time to time. You agree to comply with all policies as modified from time to time.

## 17. On Completion/Cancellation of Academic Program:

- i. On Completion of the academic program or cancellation of your enrolment , as the case may be, you will immediately surrender to Wipro/ the Academy all specifications, formulae, documents, literature, drawings or records, etc. belonging to Wipro/ the Academy or relating to its business and shall not make or retain any copies of these items.
- ii. You are not eligible to receive testimonial certificate if you do not successfully complete the academic study in accordance with this letter of enrolment and the study scheme formulated by the Academy.
- iii. Wipro reserves the right to offer employment at its sole discretion to a Scholar trainee on successful and satisfactory completion of the academic study.

## 18. Acceptance of Enrolment Letter:

Upon accepting the above terms and conditions, you are required to return the duplicate of this letter of enrolment, duly signed by you as a token of your acceptance on the day of joining WILP program.

Please confirm that the above terms are acceptable to you and that you accept the enrolment by signing a copy of this letter of enrolment and submit the same on the date of joining.

## 19. Work Allocation:

As part of your work responsibilities, you may be assigned to work on certain projects/accounts or other assignments as may be deemed fit by the Company in its sole discretion. Refusal to accept and deliver on such assignments shall be treated as a refusal to work and may result in termination of your employment or other disciplinary action.

Yours sincerely,

For **Wipro Limited**,



**Aparna Shailen**  
**General Manager - Human Resources**

I have read, understood and agree to accept the enrolment on the terms and conditions herein.

I shall be present for the induction session on



## **ANNEXURE I**

### **CONFIRMATION ON SHARING PERSONAL INFORMATION (AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT, 2000)**

I Radheshyam Thakur, confirm that I am voluntarily sharing my Personal Information with Wipro Limited ('Wipro') being a part of WILP of Wipro for the following purposes:

- a. validating my application form and retaining records on the same for any future reference/verification;
- b. processing my application form including background verification checks;
- c. academic study related actions including record keeping, processing scholarship advance and benefits and any action required in the context of my enrolment with Wipro, being a part of WILP.

In this context, I also agree to the retention of such Personal Information by Wipro for any future reference/verification and authorize Wipro to transfer the same to a third party.

I understand that 'Personal Information' means any information, relating to me that is available with Wipro and is capable of identifying me."

## **ANNEXURE II**

I hereby confirm that I shall submit the required academic certificate including but not limited to mark sheet and Provisional or Convocation Degree Certificate within 3 months from my date of joining. I understand that my enrolment is subject to my aggregate meeting the Wipro eligibility criteria and submission of the above mentioned documents.

I hereby declare that all the particulars mentioned above are true to the best of my knowledge. In the event of my failure to submit the above mentioned documents or in case of any discrepancy, I shall be liable for termination of my enrolment with Wipro.

## **ANNEXURE – III**

### **INITIAL INDUCTION PROGRAM**

The Talent Transformation team at Wipro groom's campus selects to help them face the challenges of the corporate world.

A holistic 360 degree approach to training is adopted and helps them hone their fundamental computer skills followed by insights into Wipro businesses, process, technology and behavioural skills.

To understand and appreciate the mindset of the young Trainees and ensure that the transformation is smooth, the induction program is done by a team of dedicated professionals who have exposure to the academic and corporate sectors alike. Project Readiness Program (PRP) is a training program designed to address the basic learning needs of the Trainees.

#### **Corporate Readiness Program - CRP**

The CRP program is focused on making young Trainees comfortable in a corporate environment. This program starts with a corporate induction.

"EMERGE" a behavioural skills building training program ensures that the fresh Trainee start feeling at ease in the "corporate world". This activity based behavioural intervention informs the new entrants about the corporate work culture and business etiquette.

#### **Technology Readiness Program - TRP**

The technology training provides critical technical skills required to work on projects allocated to Trainees and prepare to face the demands of the project world. We begin doing this by familiarizing with Wipro's businesses and work environment.

The methodology of training is "Project Based Learning" (PBL) approach, the entire learning is designed around a series of projects that the recruits are expected to complete individually by learning and applying various topics required to complete the project. Starting with individual projects, the PBL approach ends with recruits working on a team project.

## **ANNEXURE – IV**

I have read and understood the terms of my enrolment letter. I agree and acknowledge that I am a Student/Scholar trainee with Wipro's WILP. I further undertake that I shall not represent to any person within Wipro or any other third

party that I am an employee of Wipro Ltd and I fully understand that such false representation shall entail severe disciplinary action including immediate cancellation of my enrolment.

### **Travel, Accommodation, Food & Other Miscellaneous Expenses**

#### **Travel**

- i. You would be entitled for Rs. 1500 from the date of appointment as a lump sum amount that will be credited with your first month stipend. You may utilize this amount towards Travel and you would not need to submit bills towards usage of this amount.
- ii. There is no provision for reimbursement/allowance towards any expenses incurred in lieu of attending training or classes at different locations in the same city.

#### **Accommodation, Food & other Miscellaneous Expenses**

- i. You would be entitled for Rs.400 per day for 8 days (total amount of Rs.3,200) from the date of joining. You may utilize this amount towards accommodation, food & other miscellaneous expenses. This would be paid as a lump sum amount that will be credited with your first month stipend and you would not need to submit bills towards usage of this amount.
- ii. If your posting location (the location where you would be based out of after training) is different from the training location (location where you undergo initial training), you would be entitled for the following:  
  
Settlement and Miscellaneous Expenses: Rs.1200 per day for 7 days (total amount of Rs. 8,400) from the date of reporting to the posting location. You may utilize this amount towards boarding, lodging, conveyance & other miscellaneous expenses.
- iii. Any location change after reporting to posting location will be treated as relocation/transfer and will be covered under the Transfer policy for Team Rainbow. For details you can refer the policy at myWipro-> My Policies -> India->My Travel>Transfer Policy-Team Rainbow.
- iv. Campus joiners would not be eligible for accommodation at the Wipro guest houses.

**Please note in the event that the employee leaves the organization within 6 months from the date of joining, all payments processed under Joining & Relocation Entitlements shall be recovered from the employee at the time of exit.**

**Skill Preferences 1 :** [DAAI -Cloud & Digital Database](#)

**Location Preferences 1 :** [Bangalore](#)

**Skill Preferences 2 :** [CEP-SAP-ABAP](#)

**Location Preferences 2 :** [Mysore](#)

**Skill Preferences 3 :** [Python App](#)

**Location Preferences 3 :** [Chennai](#)

☒ Accept ☐ Decline

☒ **Signature** [Radheshyam Thakur 25/1/2023 10:00 PM](#)

(checking the checkbox above is equivalent to a handwritten signature)

Registered Office:

**Wipro  
Limited**

**T** :+91 (80) 2844 0011

Doddakannelli

**F** :+91 (80) 2844 0054

Sarjapur  
Road

**E** :info@wipro.com

Bengaluru  
560 035

**W** :wipro.com

India

**C** :L32102KA1945PLC020800

26168298



**Subject: Offer of Employment**

Dear **Shivani Nanjappa**

Heartiest Congratulations to you!

HDFC Life is delighted to offer you the full-time position of Executive Trainee in our contingent upon your successful clearance of MBA examination.

A detailed Compensation structure is enclosed herewith (Annexure 1) for your reference. An appointment letter along with the terms and conditions of employment will be issued to you after joining.

We are extremely excited to have you onboard. We are looking forward to receiving your acceptance of the offer on the duplicate copy of this letter. Please attach your resume and two passport size photographs with the same.

Warm Regards,

**Human Resources**



**Annexure 1**

**Designation:** Executive Trainee

**Band:** J2

**CTC STRUCTURE**

| Pay Items | Per Annum | Per Month |
|-----------|-----------|-----------|
|-----------|-----------|-----------|

| Fixed Pay                                                                                                                                                                                                                                                                                   |          |        |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|--------|
| Basic                                                                                                                                                                                                                                                                                       | 1,15,500 | 9,625  |
| Other Allowance                                                                                                                                                                                                                                                                             | 64,493   | 5,374  |
| Tablet Allowance                                                                                                                                                                                                                                                                            | 12,000   | 1,000  |
| Daily Activity Allowance                                                                                                                                                                                                                                                                    | 24,000   | 2,000  |
| House Rental Allowance                                                                                                                                                                                                                                                                      | 69,300   | 5,775  |
| Statutory Bonus                                                                                                                                                                                                                                                                             | 24,000   | 2000   |
| Total Monthly Gross                                                                                                                                                                                                                                                                         | 3,09,293 | 25,774 |
| Retirals and Other Benefits (As per relevant Regulations & Acts)                                                                                                                                                                                                                            |          |        |
| Provident Fund                                                                                                                                                                                                                                                                              | 21,600   |        |
| Gratuity                                                                                                                                                                                                                                                                                    | 5,582    |        |
| Flexi Pay                                                                                                                                                                                                                                                                                   | 41,225   |        |
| Valued Benefits                                                                                                                                                                                                                                                                             |          |        |
| Group Insurance Benefit                                                                                                                                                                                                                                                                     | 7,300    |        |
| Fixed Cost to Company                                                                                                                                                                                                                                                                       | 3,85,000 |        |
| Variable Pay                                                                                                                                                                                                                                                                                |          |        |
| Variable Pay for Performance <sup>2</sup>                                                                                                                                                                                                                                                   | 40,000   |        |
| Total Cost to Company                                                                                                                                                                                                                                                                       | 4,25,000 |        |
| <sup>2</sup> Variable Pay for Performance (VPP) is subject to your achieving a rating of “3-Meets Expectations” and above. The rating is assigned to an individual, on successful completion of the Executive Trainee Program (12 m), basis actual performance against the defined targets. |          |        |
| Other Benefits (as per prevalent Company Policy):                                                                                                                                                                                                                                           |          |        |
| Group Term Insurance: Term cover of INR 12,00,000 Mediclaim: INR 4,00,000 for self and dependents                                                                                                                                                                                           |          |        |

<sup>1</sup>

**Flexi Pay:**

- Flexi component amount allocation can be planned by you in Flexi Benefit Planner. Please note that component selection will alter your monthly take home as against the aforementioned monthly gross
- LTA, Mobile Handset Allowance, Fuel & Driver are reimbursable components. On opting for these, the payout will be made only after submission of documents as provided in the Flexi Policy □ **Maximum amounts allocable under Flexi Pay are following:**

| Component                    | Per annum | Per month |
|------------------------------|-----------|-----------|
| LTA (Leave Travel Allowance) | 9,625     | 802       |
| Mobile Handset Allowance     | 10,000    | 833       |
| Fuel & Driver                | 21,600    | 1,800     |



**SHOAIB HASAN**

Dear **SHOAIB HASAN**

On behalf of CAI Info India Private Ltd., I would like to reconfirm our verbal offer of employment as a **"Jr. Software Engineer"** for an annual CTC of Rs. 300000 (Rupees three lakhs only) beginning on your anticipated start date, Monday, February 05, 2024. This will be paid to you monthly at the end of each month in increments of Rs. 25,000.00 (gross monthly CTC).

Special Clauses:

- During the period of your employment, the Company may at any time assign or transfer you to any location in the world where the Company/its clients has its establishment. In such an event, you shall be entitled to allowances in accordance with the policies of the Company.
- If you do not have an existing account with ICICI Bank, you will be required to establish one within 2 weeks of your first pay.
- You shall be considered for the next financial review in 2025.

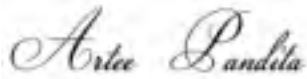
You are required to bring the following documents at the time of reporting for employment: -

- Last updated resume
- Latest passport size photograph
- A copy of Educational Certificates for all years of education and mark cards -
- Copy of passport
- Form 16

Please sign the bottom portion of this letter indicating your acceptance of this position and return the same immediately. You will be issued an appointment letter upon your acceptance of this offer letter.

Thank You and Welcome.

Yours Truly, Accepted By:



**Artee Pandita** \_\_\_\_\_  
**Director-Human Resources**

Divyasree Towers, Floor 5, Guruppanapalya  
Bannerghatta Main Road, Bangalore-560029  
[www.cai.io](http://www.cai.io) [inquire@cai.io](mailto:inquire@cai.io)

Detailed CTC Breakdown:

| Description       | Monthly              | Yearly                 |
|-------------------|----------------------|------------------------|
| Basic             | INR 13,750.00        | INR 1,65,000.00        |
| HRA               | INR 5,500.00         | INR 66,000.00          |
| Conveyance        | INR 300.00           | INR 3,600.00           |
| Medical Allowance | INR 700.00           | INR 8,400.00           |
| Statutory Bonus   | INR 2,500.00         | INR 30,000.00          |
| Provident Fund    | INR 3,300.00         | INR 39,600.00          |
| Gratuity          | INR 661.38           | INR 7,936.50           |
| Special Allowance | INR 788.63           | INR 9,463.50           |
| <b>Total</b>      | <b>INR 25,000.00</b> | <b>INR 3,00,000.00</b> |

Accepted By:

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Divyasree Towers, Floor 5, Guruppanapalya  
Bannerghatta Main Road, Bangalore-560029  
[www.cai.io](http://www.cai.io) [inquire@cai.io](mailto:inquire@cai.io)

**SHUBHAM RAJ**

Dear **SHUBHAM RAJ**

On behalf of CAI Info India Private Ltd., I would like to reconfirm our verbal offer of employment as a "**Jr. Software Engineer**" for an annual CTC of Rs. 3,30,000.00 (Rupees three lakhs thirty thousand) beginning on your anticipated start date, Monday, February 05, 2024. This will be paid to you monthly at the end of each month in increments of Rs. 27,500.00 (gross monthly CTC).

Special Clauses:

- During the period of your employment, the Company may at any time assign or transfer you to any location in the world where the Company/its clients has its establishment. In such an event, you shall be entitled to allowances in accordance with the policies of the Company.
- If you do not have an existing account with ICICI Bank, you will be required to establish one within 2 weeks of your first pay.
- You shall be considered for the next financial review in 2025.

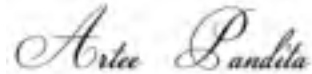
You are required to bring the following documents at the time of reporting for employment: -

- Last updated resume
- Latest passport size photograph
- A copy of Educational Certificates for all years of education and mark cards -
- Copy of passport
- Form 16

Please sign the bottom portion of this letter indicating your acceptance of this position and return the same immediately. You will be issued an appointment letter upon your acceptance of this offer letter.

Thank You and Welcome.

Yours Truly, Accepted By:



**Artee Pandita** \_\_\_\_\_  
**Director-Human Resources**

Divyasree Towers, Floor 5, Guruppanapalya  
Bannerghatta Main Road, Bangalore-560029  
[www.cai.io](http://www.cai.io) [inquire@cai.io](mailto:inquire@cai.io)

**CAI Info India Private Limited**

080 -45340400

Detailed CTC Breakdown:



| Description       | Monthly              | Yearly                 |
|-------------------|----------------------|------------------------|
| Basic             | INR 13,750.00        | INR 1,65,000.00        |
| HRA               | INR 5,500.00         | INR 66,000.00          |
| Conveyance        | INR 300.00           | INR 3,600.00           |
| Medical Allowance | INR 700.00           | INR 8,400.00           |
| Statutory Bonus   | INR 2,500.00         | INR 30,000.00          |
| Provident Fund    | INR 3,300.00         | INR 39,600.00          |
| Gratuity          | INR 661.38           | INR 7,936.50           |
| Special Allowance | INR 788.63           | INR 9,463.50           |
| <b>Total</b>      | <b>INR 25,000.00</b> | <b>INR 3,00,000.00</b> |

Accepted By:

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**Bilasi Lenka J**

Divyasree Towers, Floor 5, Guruppanapalya  
Bannerghatta Main Road, Bangalore-560029  
[www.cai.io](http://www.cai.io) [inquire@cai.io](mailto:inquire@cai.io)

**SHUBHAM**

Dear **SHUBHAM**

On behalf of CAI Info India Private Ltd., I would like to reconfirm our verbal offer of employment as a **"Jr. Software Engineer"** for an annual CTC of Rs. 3,00,000.00 (Rupees three lakhs thirty thousand) beginning on your anticipated start date, Monday, February 05, 2024. This will be paid to you monthly at the end of each month in increments of Rs. 25,000.00 (gross monthly CTC).

Special Clauses:

- During the period of your employment, the Company may at any time assign or transfer you to any location in the world where the Company/its clients has its establishment. In such an event, you shall be entitled to allowances in accordance with the policies of the Company.
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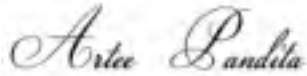
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- Copy of passport
- Form 16

Please sign the bottom portion of this letter indicating your acceptance of this position and return the same immediately. You will be issued an appointment letter upon your acceptance of this offer letter.

Thank You and Welcome.

Yours Truly, Accepted By:



**Artee Pandita** \_\_\_\_\_  
**Director-Human Resources**

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Detailed CTC Breakdown:

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| <b>Total</b>      | <b>INR 25,000.00</b> | <b>INR 3,00,000.00</b> |

Accepted By:

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Divyasree Towers, Floor 5, Guruppanapalya  
Bannerghatta Main Road, Bangalore-560029  
[www.cai.io](http://www.cai.io) [inquire@cai.io](mailto:inquire@cai.io)

**CAI Info India Private Limited**

080 -45340400



## Welcome to Wipro's Work Integrated Learning Program ("WILP")

**Work Integrated Learning Programme**  
**Wipro Limited, Dodda Kannelli**  
**Sarjapur Road, Bengaluru - 560 035.**  
**Phone: (080) 28440011/12, Fax: (080) 28440256**

Dear SIDDARTH TIKOO,

### **Sub: Enrolment letter to Wipro's Work Integrated Learning Program ("WILP") as Scholar Trainee – Work Integrated Learning Program**

Welcome to WILP!

With reference to your application, it is our pleasure to enroll you as a Scholar Trainee – Work Integrated Learning Program. This is a scholarship program customized as a robust academic and training program which will enable you to obtain M-Tech degree from one of the premier engineering institution / University in India.

The duration of the academic program shall be 48 months from the **date of enrolment to the academic program**. You will be enrolled into the academic program within 12 months from date of joining. Your date of joining will be intimated through a separate communication.

We hope you enjoy the learning with WILP and have an enriching experience being a part of Wipro Limited ("Wipro or "Company").

Please read through the terms and conditions of your enrolment as provided below.

We look forward to having a long and fruitful relationship with you at WILP, Wish you all the best!

Yours sincerely,  
For **Wipro Limited**,

**Aparna Shailen**  
**General Manager - Human Resources**

#### **Endorsement**

I accept the enrolment and the terms and conditions thereof as specified below. I shall report for undergoing study on

#### **Terms & Conditions of Scholarship**

##### **1. PROFILE:**

You have been selected to be a part of Wipro's WILP and are enrolled as a Scholar Trainee- Work Integrated Learning Program. Upon joining WILP, you will have to undergo a "Project Readiness Program" ('PRP') that prepares you to participate in projects at the Company as part of this learning program. This robust academic program will also enable you to obtain **M-Tech degree from one of the premier engineering Institution / University** upon successful completion of the course.

##### **2. DURATION:**

The duration of your academic program will be for a period of 48 months from the date of enrolment to the academic program. You will be enrolled into the academic program within 12 months from date of joining. Unless the Company extends the period of your study in writing, which is done solely at the discretion of the Company, your enrolment would automatically terminate at the end of the stated 48 months.

In case the Company extends the academic period (in writing) you will continue to be enrolled as a Scholar Trainee – Work Integrated Learning Program with WILP.

### 3. Appointment details:

We provide support to our global customers through various Company locations in India to suit customer requirements by operating 24x7. You would be operating from any of these locations and in any of the shifts, including night shift, as may be decided by the Company, keeping in mind the business needs and deliverables to customers.

### 4. Scholarship/Stipend and Benefits

During your period of enrolment, you would be entitled to a consolidated monthly scholarship.

Apart from the monthly scholarship, the Company will provide you with life & accidental insurance that would include a cover for you, the premium / cost will be taken care of by Wipro. This is a voluntary benefit offered by the Company and the details of the same are listed below.

- i. A Group Personal Accident Insurance (GPAI) coverage of **Rs.12,00,000/-**. You could also choose to get additional coverage for a nominal and highly negotiated premium. More details on the policy are available in My Policies section in myWipro, the HR portal at Wipro.
- ii. Group Life Insurance coverage of **Rs.14, 00,000/-**. This sum insured is inclusive of cover as per EDLI (Employee Deposit Linked Insurance). You can also get an extra coverage for a nominal and highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

In addition to the above, you are also eligible for medical insurance cover towards hospitalization.

You are eligible for a floater coverage of Rs.2,00,000/- per annum for family (self, spouse & children) towards hospitalization. There will be a deduction from your monthly scholarship/stipend depending on your marital/family status towards the base sum insured premium. 10% of the claim amount would need to be borne by the employee/Scholar trainee.

Base Medical insurance is to be availed by the employee as default. It is accounted for in deductions as a nominal monthly charge. Top-Up cover is voluntary and charged as applicable during renewal timelines.

If you wish to enhance the coverage, a top up cover option is also available for a highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

The below table lists down your scholarship details:

| Period      | Scholarship | ESI | Consolidated Scholarship (Rs. Per Month) |
|-------------|-------------|-----|------------------------------------------|
| First year  | 15000       | 488 | 15,488/- (*)                             |
| Second year | 17000       | 553 | 17,553/- (*)                             |
| Third year  | 19000       | 618 | 19,618/- (*)                             |
| Fourth year | 23000       | 0   | 23,000/- (*)                             |

(\*) You shall be responsible for payment of all statutory contributions, taxes, dues and levies as may be required under the relevant laws including contributions under Employees' State Insurance Corporation Act (**at 0.75% of your Scholarship**) as and when applicable to you. Such contributions, taxes, dues and levies where required, shall be deducted from your Scholarship and benefits according to applicable laws and regulations.

Your fourth-year scholarship will continue until completion of your M-Tech program. Your enrolment into the MTech academic program within 12 months from date of joining.

You shall be eligible to receive a onetime "joining bonus" of Rs.75,000 after you join Wipro along with your first month salary. All applicable taxes on the payment of this amount will be borne by you. Please note in the event you leave the organization within 12 months from the date of joining, payment processed under Joining bonus shall be recovered from the employee at the time of exit.

The enhancement of the scholarship at the end of each academic year of study will be at the discretion of the Company and subject to your satisfactory progress of study, acquisition of skills, behavior, regularity and punctuality in attendance. Your continued enrolment in the course, will be at the discretion of the Company, and is subject to satisfactory academic performance and other requirements as prescribed in the WILP portal.

In case your project performance at any stage is not found to be at par with the requirement of WILP, then you would be placed on performance improvement program (PIP). If you fail to successfully complete the PIP, the Company may at its sole discretion discontinue your enrolment in the WILP program.

#### **Book Allowance:**

A Book Allowance of Rs.1,250/- will be provided to you per semester. This allowance will be given every semester except the last semester when you will be engaged in dissertation. The allowance will be paid to you centrally along with your scholarship during the course of each semester. The allowance will be subject to tax. Book allowance is applicable and paid only when you are registered for the semester.

#### **5. Training Agreement:**

- i. This letter of enrolment is subject to the execution of a training agreement in the prescribed proforma with Wipro Limited, Sarjapur Road, Doddakannelli, Bengaluru-560035 on or before joining the program ("Training Agreement").
- ii. This Training agreement shall be for a total period of 60 Months where you will be mentored for developing your skills and knowledge. This included technical training, in various formats, both online and offline and practical experience in various projects. The Company invests on your behalf for the cost of these trainings. Should you discontinue the WILP program or your enrolment with WILP is cancelled for any reason whatsoever before the completion of 60 months from the date of joining, the training expenses of Rs.75,000/-(Rupees Seventy five thousand only) will have to be paid by you as detailed in the Training Agreement.

#### **6. PROJECT READINESS PROGRAM (PRP)**

Upon enrolment, you will have to undergo a Project Readiness Program (PRP) to prepare you to participate in projects. This is offered by Wipro's - Talent Transformation Department to all campus and off-campus selects. The broad objective of PRP is to equip you with the necessary knowledge and skills that will enable you to start working on real-life project work which is an integral part of the WILP.

#### **7. Regulations of Academic study:**

- i. You will be enrolled for M-Tech program with a renowned institution ("University") that collaborates with Wipro for WILP.
- ii. Course specialization includes but is not limited to Software Systems, Software Engineering, Information Technology, Computing Systems and Infrastructure Management, Data Analytics, IoT, Cloud, Digital & Cyber security, Embedded Systems.
- iii. Your specialization and enrolment would be decided based on prevailing business requirements and decision of the Company is final and binding.
- iv. You will not be able to change Specialization track after enrolment.
- v. Overall program duration is 4 years from date of enrolment of academic program.
- vi. As per the program structure, a WILP Scholar trainee will register and pursue 4 to 6 courses per semester over 7 semesters.
- vii. You will be required to submit a project work / dissertation in your final semester (8<sup>th</sup> semester of your program). This will enable you to advance your professional capabilities by applying concepts and techniques in projects.
- viii. Each course has multiple evaluation components. This includes an assignment component, quiz, mid-semester examination and comprehension examination. All evaluation components are mandatory for securing a pass grade in a course as prescribed by the partnering institution.

- ix. Contact classes are organized as per the handout and calendar prepared and shared by the University at the beginning of each semester. In the normal course, one session of 2 hours duration per course per contact class is organized.
- x. You will be called upon to undergo studies during the hours and days as may be fixed by the Company from time to time. Normally, the study hours would be from 9:00am to 6:00pm
- xi. The faculty will take attendance/circulate attendance sheets for every session. It is your responsibility to ensure that your attendances are recorded properly.
- xii. WILP Scholar trainees are expected to be on time for every session. Punctuality is non-negotiable and the faculty reserves the right to deny entry and attendance to late comers.
- xiii. Attending 75% of contact session is mandatory for each course to appear for examinations.
- xiv. Not attending classes for reasons like medical/on the job training /late coming/personal problems and other similar reasons would be treated as absenteeism.
- xv. Scholar trainees who fail to meet the minimum attendance criteria will not qualify for comprehension exams for any of the registered courses in that semester.
- xvi. For any reason, you are not able to meet the minimum attendance criteria or not complete the mandatory assignments / quiz / examinations in any semester, you are required to repeat the same semester as and when the next batch is organized. In such cases, rules and regulations governing academic programs at that time would be applicable. In addition, additional semesters fees are to be borne by you as prescribed by the University.
- xvii. At the end of each semester, the performance of each Scholar Trainee in a course, is specified as a letter grade which is obtained through a Relative Grading procedure
- xviii. Any Scholar trainee securing 3 or more cumulative fail grade at any point in time will be expelled from WILP Program.
- xix. The 8th semester of study is fully devoted for dissertation / project work
- xx. If a Scholar trainee's CGPA is less than 5.5, the Scholar trainee will not be permitted to register for the dissertation. He/she has to re-appear for exams and secure a CGPA of 5.5 before taking up the dissertation. Also, a Scholar trainee with an E grade in any course will not be permitted to register for the Dissertation
- xxi. Project / Dissertation work has to be carried out by each individual separately. Teamwork is not permitted.
- xxii. The dissertation has to be completed strictly as per the guidelines that are outlined by collaborating institution.
- xxiii. WILP Scholar trainees are expected to maintain decorum and discipline in line with Wipro's professional work culture and environment.
- xxiv. In cases where a Scholar trainee deviates from the expected behaviour as prescribed by the WILP and partnering institution from time to time , strict action will be taken and the decision of the WILP Team / faculty /, University would be final and binding.
- xxv. Breach of integrity will be dealt with sternly. Such Scholar trainees will be asked to discontinue their studies and also expelled from WILP program.
- xxvi. On successful completion of the study, you will be eligible to receive the M-Tech degree from the collaborating University, in recognition of your successfully completing the course.
- xxvii. All Scholar trainees of the WILP will be given testimonials at the end of the successful completion of the M-Tech degree program. The testimonial contains the timeline in the WILP and the kind of project works carried during this opportunity.

Mode of contact session, examination pattern and other academic program norms are subject to change based on the prevailing situation / University norms declared from time to time. Decision of the University would be final and binding.

## **8. Conflict of Interest:**

- i. During your enrolment period with the WILP, you will focus exclusively on the requirements of the program. In addition to your study and academic requirements, you are required to engage yourself exclusively in the work assigned by Wipro and shall not take up any independent or individual assignments (whether part time or full time, in an advisory capacity or otherwise) directly or indirectly without the express written consent of Head /



## Manager of WILP Academy

- ii. You shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any person who is involved in activities, which are or shall be in conflict with the interests of Wipro.
- iii. The Conflict of Interest Policy also refers to the need on your part, during your enrolment and for a period of one year from the cessation of your enrolment with WILP (irrespective of the circumstances of, or the reasons for, the cessation) not to solicit, induce or encourage:
  - a. Any student/scholar trainee of the WILP to abandon /withdraw their enrolment with the program or to accept enrolment and/or employment with any competitor, supplier or any customer with whom you have a connection.
  - b. Any employee of Wipro to terminate their employment with Wipro or to accept employment with any competitor, supplier or any customer with whom you have a connection.
  - c. Any customer or vendor of Wipro to move their existing business with Wipro to a third party or to terminate their business relationship with Wipro.
  - d. Any existing employee and/or student of WILP to become associated with, or perform services of any type for any third party.
- iv. In case of any conflict or doubt, please discuss the matter with Head / Manager of WILP, to understand Wipro's position on this and resolve the conflict.

## 9. Obligation and Responsibilities:

- i. During the study period you will be governed by the WILP regulations and instructions as may be modified, from time to time, in relation to conduct, discipline and other matters.
- ii. During your study as part of WILP, Company expects you to undergo study in the area in which you are placed, with a high standard of initiative and efficiency. This is critical and Company has zero tolerance towards any deviations.
- iii. You would not be allowed to seek membership of any local or public body without the written approval from the Head / Manager of WILP.
- iv. During the study period and thereafter, you would not be allowed to give out to anyone in writing or by word of mouth or otherwise, particulars or details of work - process, technical know-how, research carried out, security arrangements, or administrative and/or organizational matters of confidential or secret nature which you may come across during your academic study or become known to you by virtue of your undergoing study under WILP or otherwise.
- v. You are bound by all regulations, instructions and policies of the WILP and Wipro. These are updated / modified on a periodic basis and new policies may be introduced and notified to Scholar trainees from time to time and you will be bound to comply with the same.
- vi. In consideration of the opportunities, trainings and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by WILP/Wipro and in the course of your association with WILP. This covenant shall endure during your association and beyond the cessation of your association with WILP (irrespective of the circumstances of, or the reasons for, the cessation).
- vii. In connection with your association with Wipro as part of the WILP and during the term of your association upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business or academic session hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

During the period of academic study, if you develop or conceptualize inventions, ideas, concepts, discoveries, techniques and improvements (including without limitation computer software) solely or jointly with others in relation to the operation of the WILP / Wipro, such developments will be fully communicated to the WILP academy and will be the sole intellectual property of Wipro. You agree to cooperate in the execution of documents to facilitate the assignment of such intellectual property when required.

## 10. Confidentiality:

- i. In consideration of the opportunities, training and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by Wipro and in the course of your enrolment. This covenant shall endure during your enrolment and beyond the cessation of your enrolment with Wipro (irrespective of the circumstances of, or the reasons for, the cessation).
- ii. During your training on projects at Wipro, you will be expected not to use or disclose any confidential information, including trade secrets, of any former employer (if any) or other person with whom you have an obligation of confidentiality and by signing below you affirm that you have no conflicting obligations or non-compete agreements that would prevent you from working without limitation for Wipro.

## **11. Assignment of Intellectual Property**

In connection with your enrolment and during the term of your enrolment, upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

## **12. Posting**

During the initial study period, initially you would be made familiar with Wipro, but you may if needed be re-assigned or transferred to another division, department, establishment or new location where Wipro, has its office or operation and WILP classes are running in the particular location, in India, without enhancing the scholarship amount. On placement of this nature, you will also be governed by the disciplinary rules and regulations as applicable in that unit/branch. You may also be placed in any sister company of Wipro, for practical studies.

## **13. Misconduct:**

- i. In case you are charged with any misconduct or disciplinary issue during your study period, your enrolment with WILP may be temporarily placed on suspension without payment of scholarship amount, for such period as Wipro may deem fit. If the charges against you are proved to be true, your enrolment may be immediately cancelled, without any notice or payment of scholarship in lieu of notice notwithstanding any clause of this letter of enrolment. It is clarified that this clause is without prejudice to Wipro's rights to enforce the Training Agreement duly signed by you even after cancellation of your enrolment for whatever reasons as the case may be.
- ii. Notwithstanding the condition regarding written notice of termination and without prejudice to Wipro's right to enforce the Training agreement, Wipro shall have the right to terminate your academic study without any notice or payment of scholarship in lieu thereof, if any declaration given or information furnished by you to WILP/ Wipro is found to be false or if you are found to have willfully suppressed any material information.

**Please note that at any stage, whether during your selection process or upon enrolment with the WILP, if it is brought to our notice that you have indulged in malpractices or used illegal means to clear your online assessment, Wipro shall withdraw or revoke the enrolment and cancel the same with immediate effect and we reserve our rights to take suitable action against you as we may deem fit.**

## **14. Cancellation of Enrolment:**

Notwithstanding any of the clauses of this letter of enrolment, Company reserves the right at its sole discretion to cancel this enrolment during the study period without assigning any reason, by giving one month's (30 days) notice or one month's scholarship/stipend in lieu of notice.

## **15. Study Hours:**

- i. As a Scholar Trainee – Work Integrated Learning Program, you will be called upon to undergo studies during the hours and days as may be fixed by WILP from time to time as per the University requirements.
- ii. You would be assigned to any of the locations and any project work as part of your WILP as may be decided by the Company.
- iii. The full day lecture sessions will be held at any of Wipro's other establishments/outsourced venue. You may also be called upon to attend academic study as and when required on holidays, as may be scheduled in accordance with the convenience of the organizing team of the WILP.
- iv. The university will plan contact classes in multiple format to suit the project work situations and university guidelines such as contact classes in ILT (instructor Led training) and / or VILT (virtual Instructor Led Training and Self-Directed / Recorded lecture sessions).

## 16. General:

- i. This letter of enrolment is subject to the condition that you have not provided us with any false declaration or wilfully suppressed any material information. If you have, you will be liable for cancellation of enrolment from the WILP without any prior notice.
- ii. The terms of this letter of enrolment may be specifically enforced legally, if required. In this connection, if any of the provisions of this letter are declared or found to be void or unenforceable due to any reason whatsoever, the remaining provisions of this letter shall continue in full force and effect.
- iii. These enrolment terms supersede and replace any existing agreement or understanding, if any, between Wipro and you relating to the same subject matter.
- iv. You warrant that you are not prevented by a court or by any other administrative or judicial order from enrolling under this agreement. In the event that you are not a citizen of the country of posting, you should have a valid work permit to work in the country of posting.
- v. During the period of enrolment you are required to comply with all policies of WILP and Wipro. These policies are updated / modified on a periodic basis and new policies may be introduced and notified to the Scholar Trainees from time to time. You agree to comply with all policies as modified from time to time.

## 17. On Completion/Cancellation of Academic Program:

- i. On Completion of the academic program or cancellation of your enrolment , as the case may be, you will immediately surrender to Wipro/ the Academy all specifications, formulae, documents, literature, drawings or records, etc. belonging to Wipro/ the Academy or relating to its business and shall not make or retain any copies of these items.
- ii. You are not eligible to receive testimonial certificate if you do not successfully complete the academic study in accordance with this letter of enrolment and the study scheme formulated by the Academy.
- iii. Wipro reserves the right to offer employment at its sole discretion to a Scholar trainee on successful and satisfactory completion of the academic study.

## 18. Acceptance of Enrolment Letter:

Upon accepting the above terms and conditions, you are required to return the duplicate of this letter of enrolment, duly signed by you as a token of your acceptance on the day of joining WILP program.

Please confirm that the above terms are acceptable to you and that you accept the enrolment by signing a copy of this letter of enrolment and submit the same on the date of joining.

## 19. Work Allocation:

As part of your work responsibilities, you may be assigned to work on certain projects/accounts or other assignments as may be deemed fit by the Company in its sole discretion. Refusal to accept and deliver on such assignments shall be treated as a refusal to work and may result in termination of your employment or other disciplinary action.

Yours sincerely,

For **Wipro Limited**,



**Aparna Shailen**  
**General Manager - Human Resources**

I have read, understood and agree to accept the enrolment on the terms and conditions herein.

I shall be present for the induction session on

## **ANNEXURE I**

### **CONFIRMATION ON SHARING PERSONAL INFORMATION (AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT, 2000)**

I Radheshyam Thakur, confirm that I am voluntarily sharing my Personal Information with Wipro Limited ('Wipro') being a part of WILP of Wipro for the following purposes:

- a. validating my application form and retaining records on the same for any future reference/verification;
- b. processing my application form including background verification checks;
- c. academic study related actions including record keeping, processing scholarship advance and benefits and any action required in the context of my enrolment with Wipro, being a part of WILP.

In this context, I also agree to the retention of such Personal Information by Wipro for any future reference/verification and authorize Wipro to transfer the same to a third party.

I understand that 'Personal Information' means any information, relating to me that is available with Wipro and is capable of identifying me."

## **ANNEXURE II**

I hereby confirm that I shall submit the required academic certificate including but not limited to mark sheet and Provisional or Convocation Degree Certificate within 3 months from my date of joining. I understand that my enrolment is subject to my aggregate meeting the Wipro eligibility criteria and submission of the above mentioned documents.

I hereby declare that all the particulars mentioned above are true to the best of my knowledge. In the event of my failure to submit the above mentioned documents or in case of any discrepancy, I shall be liable for termination of my enrolment with Wipro.

## **ANNEXURE – III**

### **INITIAL INDUCTION PROGRAM**

The Talent Transformation team at Wipro groom's campus selects to help them face the challenges of the corporate world.

A holistic 360 degree approach to training is adopted and helps them hone their fundamental computer skills followed by insights into Wipro businesses, process, technology and behavioural skills.

To understand and appreciate the mindset of the young Trainees and ensure that the transformation is smooth, the induction program is done by a team of dedicated professionals who have exposure to the academic and corporate sectors alike. Project Readiness Program (PRP) is a training program designed to address the basic learning needs of the Trainees.

#### **Corporate Readiness Program - CRP**

The CRP program is focused on making young Trainees comfortable in a corporate environment. This program starts with a corporate induction.

"EMERGE" a behavioural skills building training program ensures that the fresh Trainee start feeling at ease in the "corporate world". This activity based behavioural intervention informs the new entrants about the corporate work culture and business etiquette.

#### **Technology Readiness Program - TRP**

The technology training provides critical technical skills required to work on projects allocated to Trainees and prepare to face the demands of the project world. We begin doing this by familiarizing with Wipro's businesses and work environment.

The methodology of training is "Project Based Learning" (PBL) approach, the entire learning is designed around a series of projects that the recruits are expected to complete individually by learning and applying various topics required to complete the project. Starting with individual projects, the PBL approach ends with recruits working on a team project.

## **ANNEXURE – IV**

I have read and understood the terms of my enrolment letter. I agree and acknowledge that I am a Student/Scholar trainee with Wipro's WILP. I further undertake that I shall not represent to any person within Wipro or any other third

party that I am an employee of Wipro Ltd and I fully understand that such false representation shall entail severe disciplinary action including immediate cancellation of my enrolment.

### **Travel, Accommodation, Food & Other Miscellaneous Expenses**

#### **Travel**

- i. You would be entitled for Rs. 1500 from the date of appointment as a lump sum amount that will be credited with your first month stipend. You may utilize this amount towards Travel and you would not need to submit bills towards usage of this amount.
- ii. There is no provision for reimbursement/allowance towards any expenses incurred in lieu of attending training or classes at different locations in the same city.

#### **Accommodation, Food & other Miscellaneous Expenses**

- i. You would be entitled for Rs.400 per day for 8 days (total amount of Rs.3,200) from the date of joining. You may utilize this amount towards accommodation, food & other miscellaneous expenses. This would be paid as a lump sum amount that will be credited with your first month stipend and you would not need to submit bills towards usage of this amount.
- ii. If your posting location (the location where you would be based out of after training) is different from the training location (location where you undergo initial training), you would be entitled for the following:  
  
Settlement and Miscellaneous Expenses: Rs.1200 per day for 7 days (total amount of Rs. 8,400) from the date of reporting to the posting location. You may utilize this amount towards boarding, lodging, conveyance & other miscellaneous expenses.
- iii. Any location change after reporting to posting location will be treated as relocation/transfer and will be covered under the Transfer policy for Team Rainbow. For details you can refer the policy at myWipro-> My Policies -> India->My Travel>Transfer Policy-Team Rainbow.
- iv. Campus joiners would not be eligible for accommodation at the Wipro guest houses.

**Please note in the event that the employee leaves the organization within 6 months from the date of joining, all payments processed under Joining & Relocation Entitlements shall be recovered from the employee at the time of exit.**

**Skill Preferences 1 :** [DAAI -Cloud & Digital Database](#)

**Location Preferences 1 :** [Bangalore](#)

**Skill Preferences 2 :** [CEP-SAP-ABAP](#)

**Location Preferences 2 :** [Mysore](#)

**Skill Preferences 3 :** [Python App](#)

**Location Preferences 3 :** [Chennai](#)

☒ Accept ☐ Decline

☒ **Signature** [Radheshyam Thakur 25/1/2023 10:00 PM](#)

(checking the checkbox above is equivalent to a handwritten signature)

Registered Office:

**Wipro  
Limited**

**T :**+91 (80) 2844 0011

Doddakannelli

**F :**+91 (80) 2844 0054

Sarjapur  
Road

**E :**info@wipro.com

Bengaluru  
560 035

**W :**wipro.com

India

**C :**L32102KA1945PLC020800

26168298



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Bangalore - 560016  
Karnataka , India

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Fax: +91 080 6681 3334  
ey.com

Dear **Siddharth Mishra**,

**Subject: Letter of intent**

With reference to the campus selection process and the subsequent interviews that you had with us, we are pleased to extend a letter of intent subject to the following terms and conditions:

**1. Position:**

You will be offered a position in "**EY Global Delivery Services India LLP**" (the "Firm").

**2. Date of joining and work location:**

Your date of joining the company and work location will be communicated to you at a later stage.

**3. Annual Fixed compensation:**

You shall be paid an annual fixed compensation of **INR.450000/-** per annum. The annual fixed compensation will be subject to applicable taxes as per the provision of IncomeTax Act & will be paid to you after deduction of income tax and other applicable taxes at source.

As per policy of the Firm, in addition to your fixed compensation you will be eligible to participate in the EY GDS Variable Pay Bonus Program, which drives a pay for performance approach providing differential reward based on EY GDS, business unit and personal performance. This will be payable on or before 31 August 2022. This is subject to you being employed with the Firm as on the date of payment of Variable Pay Bonus. Employees who join the Firm during the year will be eligible for a prorated Variable Pay Bonus payment. The Variable Pay Bonus amount is subject to income tax deduction as per rules prescribed under the tax laws.

**4. Education Qualification:**

This letter of intent is subject to your successful completion of Btech exams by September 2022.

Please note that a detailed offer letter would be issued to you subsequently.

Looking forward to a mutually beneficial association.

Thanking you.

Yours faithfully,

for **EY Global Delivery Services India LLP**

Signed By : RAHUL DASGUPTA  
Reason : Offer Letter  
Location : Bangalore  
Date: 24-09-2021 16:16:53

**Authorized Signatory**





EY Global Delivery Services India LLP  
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Dear **Rekha Dd**,

**Subject: Letter of intent**

With reference to the campus selection process and the subsequent interviews that you had with us, we are pleased to extend a letter of intent subject to the following terms and conditions:

**1. Position:**

You will be offered a position in "**EY Global Delivery Services India LLP**" (the "Firm").

**2. Date of joining and work location:**

Your date of joining the company and work location will be communicated to you at a later stage.

**3. Annual Fixed compensation:**

You shall be paid an annual fixed compensation of **INR.483000/-** per annum. The annual fixed compensation will be subject to applicable taxes as per the provision of IncomeTax Act & will be paid to you after deduction of income tax and other applicable taxes at source.

As per policy of the Firm, in addition to your fixed compensation you will be eligible to participate in the EY GDS Variable Pay Bonus Program, which drives a pay for performance approach providing differential reward based on EY GDS, business unit and personal performance. This will be payable on or before 31 August 2023. This is subject to you being employed with the Firm as on the date of payment of Variable Pay Bonus. Employees who join the Firm during the year will be eligible for a prorated Variable Pay Bonus payment. The Variable Pay Bonus amount is subject to income tax deduction as per rules prescribed under the tax laws.

**4. Education Qualification:**

This letter of intent is subject to your successful completion of Btech exams by September 2023.

Please note that a detailed offer letter would be issued to you subsequently.

Looking forward to a mutually beneficial association.

Thanking you.

Yours faithfully,

for **EY Global Delivery Services India LLP**

Signed By : RAHUL DASGUPTA  
Reason : Offer Letter  
Location : Bangalore  
Date: 24-09-2021 16:16:53

**Authorized Signatory**







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Dear **Sammedh Chaugala**,

**Subject: Letter of intent**

With reference to the campus selection process and the subsequent interviews that you had with us, we are pleased to extend a letter of intent subject to the following terms and conditions:

**1. Position:**

You will be offered a position in "**EY Global Delivery Services India LLP**" (the "Firm").

**2. Date of joining and work location:**

Your date of joining the company and work location will be communicated to you at a later stage.

**3. Annual Fixed compensation:**

You shall be paid an annual fixed compensation of **INR.483000/-** per annum. The annual fixed compensation will be subject to applicable taxes as per the provision of IncomeTax Act & will be paid to you after deduction of income tax and other applicable taxes at source.

As per policy of the Firm, in addition to your fixed compensation you will be eligible to participate in the EY GDS Variable Pay Bonus Program, which drives a pay for performance approach providing differential reward based on EY GDS, business unit and personal performance. This will be payable on or before 31 August 2023. This is subject to you being employed with the Firm as on the date of payment of Variable Pay Bonus. Employees who join the Firm during the year will be eligible for a prorated Variable Pay Bonus payment. The Variable Pay Bonus amount is subject to income tax deduction as per rules prescribed under the tax laws.

**4. Education Qualification:**

This letter of intent is subject to your successful completion of Btech exams by September 2023.

Please note that a detailed offer letter would be issued to you subsequently.

Looking forward to a mutually beneficial association.

Thanking you.

Yours faithfully,

for **EY Global Delivery Services India LLP**

Signed By : RAHUL DASGUPTA  
Reason : Offer Letter  
Location : Bangalore  
Date: 24-09-2021 16:16:53

**Authorized Signatory**





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Dear **Abhilasha Maurya**,

**Subject: Letter of intent**

With reference to the campus selection process and the subsequent interviews that you had with us, we are pleased to extend a letter of intent subject to the following terms and conditions:

**1. Position:**

You will be offered a position in "**EY Global Delivery Services India LLP**" (the "Firm").

**2. Date of joining and work location:**

Your date of joining the company and work location will be communicated to you at a later stage.

**3. Annual Fixed compensation:**

You shall be paid an annual fixed compensation of **INR.483000/-** per annum. The annual fixed compensation will be subject to applicable taxes as per the provision of IncomeTax Act & will be paid to you after deduction of income tax and other applicable taxes at source.

As per policy of the Firm, in addition to your fixed compensation you will be eligible to participate in the EY GDS Variable Pay Bonus Program, which drives a pay for performance approach providing differential reward based on EY GDS, business unit and personal performance. This will be payable on or before 31 August 2023. This is subject to you being employed with the Firm as on the date of payment of Variable Pay Bonus. Employees who join the Firm during the year will be eligible for a prorated Variable Pay Bonus payment. The Variable Pay Bonus amount is subject to income tax deduction as per rules prescribed under the tax laws.

**4. Education Qualification:**

This letter of intent is subject to your successful completion of Btech exams by September 2023.

Please note that a detailed offer letter would be issued to you subsequently.

Looking forward to a mutually beneficial association.

Thanking you.

Yours faithfully,

for **EY Global Delivery Services India LLP**

Signed By : RAHUL DASGUPTA  
Reason : Offer Letter  
Location : Bangalore  
Date: 24-09-2021 16:16:53

**Authorized Signatory**





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Dear **Aditi**,

**Subject: Letter of intent**

With reference to the campus selection process and the subsequent interviews that you had with us, we are pleased to extend a letter of intent subject to the following terms and conditions:

**1. Position:**

You will be offered a position in "**EY Global Delivery Services India LLP**" (the "Firm").

**2. Date of joining and work location:**

Your date of joining the company and work location will be communicated to you at a later stage.

**3. Annual Fixed compensation:**

You shall be paid an annual fixed compensation of **INR.483000/-** per annum. The annual fixed compensation will be subject to applicable taxes as per the provision of IncomeTax Act & will be paid to you after deduction of income tax and other applicable taxes at source.

As per policy of the Firm, in addition to your fixed compensation you will be eligible to participate in the EY GDS Variable Pay Bonus Program, which drives a pay for performance approach providing differential reward based on EY GDS, business unit and personal performance. This will be payable on or before 31 August 2023. This is subject to you being employed with the Firm as on the date of payment of Variable Pay Bonus. Employees who join the Firm during the year will be eligible for a prorated Variable Pay Bonus payment. The Variable Pay Bonus amount is subject to income tax deduction as per rules prescribed under the tax laws.

**4. Education Qualification:**

This letter of intent is subject to your successful completion of Btech exams by September 2023.

Please note that a detailed offer letter would be issued to you subsequently.

Looking forward to a mutually beneficial association.

Thanking you.

Yours faithfully,

for **EY Global Delivery Services India LLP**

Signed By : RAHUL DASGUPTA  
Reason : Offer Letter  
Location : Bangalore  
Date: 24-09-2021 16:16:53

**Authorized Signatory**





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Dear **Akarsh Kumar**,

**Subject: Letter of intent**

With reference to the campus selection process and the subsequent interviews that you had with us, we are pleased to extend a letter of intent subject to the following terms and conditions:

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You will be offered a position in "**EY Global Delivery Services India LLP**" (the "Firm").

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**4. Education Qualification:**

This letter of intent is subject to your successful completion of Btech exams by September 2023.

Please note that a detailed offer letter would be issued to you subsequently.

Looking forward to a mutually beneficial association.

Thanking you.

Yours faithfully,

for **EY Global Delivery Services India LLP**

Signed By : RAHUL DASGUPTA  
Reason : Offer Letter  
Location : Bangalore  
Date: 24-09-2021 16:16:53

**Authorized Signatory**







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Dear **Akash SR**,

**Subject: Letter of intent**

With reference to the campus selection process and the subsequent interviews that you had with us, we are pleased to extend a letter of intent subject to the following terms and conditions:

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**2. Date of joining and work location:**

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**4. Education Qualification:**

This letter of intent is subject to your successful completion of Btech exams by September 2023.

Please note that a detailed offer letter would be issued to you subsequently.

Looking forward to a mutually beneficial association.

Thanking you.

Yours faithfully,

for **EY Global Delivery Services India LLP**

Signed By : RAHUL DASGUPTA  
Reason : Offer Letter  
Location : Bangalore  
Date: 24-09-2021 16:16:53

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Dear **Ameen Rabbani**,

**Subject: Letter of intent**

With reference to the campus selection process and the subsequent interviews that you had with us, we are pleased to extend a letter of intent subject to the following terms and conditions:

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**4. Education Qualification:**

This letter of intent is subject to your successful completion of Btech exams by September 2023.

Please note that a detailed offer letter would be issued to you subsequently.

Looking forward to a mutually beneficial association.

Thanking you.

Yours faithfully,

for **EY Global Delivery Services India LLP**

Signed By : RAHUL DASGUPTA  
Reason : Offer Letter  
Location : Bangalore  
Date: 24-09-2021 16:16:53

**Authorized Signatory**





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Dear **Dheeraj C,**

**Subject: Letter of intent**

With reference to the campus selection process and the subsequent interviews that you had with us, we are pleased to extend a letter of intent subject to the following terms and conditions:

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**4. Education Qualification:**

This letter of intent is subject to your successful completion of Btech exams by September 2023.

Please note that a detailed offer letter would be issued to you subsequently.

Looking forward to a mutually beneficial association.

Thanking you.

Yours faithfully,

for **EY Global Delivery Services India LLP**

Signed By : RAHUL DASGUPTA  
Reason : Offer Letter  
Location : Bangalore  
Date: 24-09-2021 16:16:53

**Authorized Signatory**





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Karnataka , India

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Dear **MD Mujeeb Ur Rehman G,**

**Subject: Letter of intent**

With reference to the campus selection process and the subsequent interviews that you had with us, we are pleased to extend a letter of intent subject to the following terms and conditions:

**1. Position:**

You will be offered a position in "**EY Global Delivery Services India LLP**" (the "Firm").

**2. Date of joining and work location:**

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**3. Annual Fixed compensation:**

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**4. Education Qualification:**

This letter of intent is subject to your successful completion of Btech exams by September 2023.

Please note that a detailed offer letter would be issued to you subsequently.

Looking forward to a mutually beneficial association.

Thanking you.

Yours faithfully,

for **EY Global Delivery Services India LLP**

Signed By : RAHUL DASGUPTA  
Reason : Offer Letter  
Location : Bangalore  
Date: 24-09-2021 16:16:53

**Authorized Signatory**







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RMZ Infinity, Old Madras Road,  
Benniganahalli, K.R. Puram,  
Bangalore - 560016  
Karnataka , India

Tel: +91 080 6681 3000  
Fax: +91 080 6681 3334  
ey.com

Dear **Meghana SG**,

**Subject: Letter of intent**

With reference to the campus selection process and the subsequent interviews that you had with us, we are pleased to extend a letter of intent subject to the following terms and conditions:

**1. Position:**

You will be offered a position in "**EY Global Delivery Services India LLP**" (the "Firm").

**2. Date of joining and work location:**

Your date of joining the company and work location will be communicated to you at a later stage.

**3. Annual Fixed compensation:**

You shall be paid an annual fixed compensation of **INR.483000/-** per annum. The annual fixed compensation will be subject to applicable taxes as per the provision of IncomeTax Act & will be paid to you after deduction of income tax and other applicable taxes at source.

As per policy of the Firm, in addition to your fixed compensation you will be eligible to participate in the EY GDS Variable Pay Bonus Program, which drives a pay for performance approach providing differential reward based on EY GDS, business unit and personal performance. This will be payable on or before 31 August 2023. This is subject to you being employed with the Firm as on the date of payment of Variable Pay Bonus. Employees who join the Firm during the year will be eligible for a prorated Variable Pay Bonus payment. The Variable Pay Bonus amount is subject to income tax deduction as per rules prescribed under the tax laws.

**4. Education Qualification:**

This letter of intent is subject to your successful completion of Btech exams by September 2023.

Please note that a detailed offer letter would be issued to you subsequently.

Looking forward to a mutually beneficial association.

Thanking you.

Yours faithfully,

for **EY Global Delivery Services India LLP**

Signed By : RAHUL DASGUPTA  
Reason : Offer Letter  
Location : Bangalore  
Date: 24-09-2021 16:16:53

**Authorized Signatory**





EY Global Delivery Services India LLP  
3rd Floor, Tower 'C',  
RMZ Infinity, Old Madras Road,  
Benniganahalli, K.R. Puram,  
Bangalore - 560016  
Karnataka , India

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Fax: +91 080 6681 3334  
ey.com

Dear **Mohammed Faisal**,

**Subject: Letter of intent**

With reference to the campus selection process and the subsequent interviews that you had with us, we are pleased to extend a letter of intent subject to the following terms and conditions:

**1. Position:**

You will be offered a position in "**EY Global Delivery Services India LLP**" (the "Firm").

**2. Date of joining and work location:**

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**4. Education Qualification:**

This letter of intent is subject to your successful completion of Btech exams by September 2023.

Please note that a detailed offer letter would be issued to you subsequently.

Looking forward to a mutually beneficial association.

Thanking you.

Yours faithfully,

for **EY Global Delivery Services India LLP**

Signed By : RAHUL DASGUPTA  
Reason : Offer Letter  
Location : Bangalore  
Date: 24-09-2021 16:16:53

**Authorized Signatory**





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3rd Floor, Tower 'C',  
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Benniganahalli, K.R. Puram,  
Bangalore - 560016  
Karnataka , India

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Fax: +91 080 6681 3334  
ey.com

Dear **Navya MS**,

**Subject: Letter of intent**

With reference to the campus selection process and the subsequent interviews that you had with us, we are pleased to extend a letter of intent subject to the following terms and conditions:

**1. Position:**

You will be offered a position in "**EY Global Delivery Services India LLP**" (the "Firm").

**2. Date of joining and work location:**

Your date of joining the company and work location will be communicated to you at a later stage.

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**4. Education Qualification:**

This letter of intent is subject to your successful completion of Btech exams by September 2023.

Please note that a detailed offer letter would be issued to you subsequently.

Looking forward to a mutually beneficial association.

Thanking you.

Yours faithfully,

for **EY Global Delivery Services India LLP**

Signed By : RAHUL DASGUPTA  
Reason : Offer Letter  
Location : Bangalore  
Date: 24-09-2021 16:16:53

**Authorized Signatory**





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Bangalore - 560016  
Karnataka , India

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Fax: +91 080 6681 3334  
ey.com

Dear **Prajwal patil**,

**Subject: Letter of intent**

With reference to the campus selection process and the subsequent interviews that you had with us, we are pleased to extend a letter of intent subject to the following terms and conditions:

**1. Position:**

You will be offered a position in "**EY Global Delivery Services India LLP**" (the "Firm").

**2. Date of joining and work location:**

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As per policy of the Firm, in addition to your fixed compensation you will be eligible to participate in the EY GDS Variable Pay Bonus Program, which drives a pay for performance approach providing differential reward based on EY GDS, business unit and personal performance. This will be payable on or before 31 August 2023. This is subject to you being employed with the Firm as on the date of payment of Variable Pay Bonus. Employees who join the Firm during the year will be eligible for a prorated Variable Pay Bonus payment. The Variable Pay Bonus amount is subject to income tax deduction as per rules prescribed under the tax laws.

**4. Education Qualification:**

This letter of intent is subject to your successful completion of Btech exams by September 2023.

Please note that a detailed offer letter would be issued to you subsequently.

Looking forward to a mutually beneficial association.

Thanking you.

Yours faithfully,

for **EY Global Delivery Services India LLP**

Signed By : RAHUL DASGUPTA  
Reason : Offer Letter  
Location : Bangalore  
Date: 24-09-2021 16:16:53

**Authorized Signatory**







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Karnataka , India

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ey.com

Dear **Rafia Akahtar Maham**,

**Subject: Letter of intent**

With reference to the campus selection process and the subsequent interviews that you had with us, we are pleased to extend a letter of intent subject to the following terms and conditions:

**1. Position:**

You will be offered a position in "**EY Global Delivery Services India LLP**" (the "Firm").

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**4. Education Qualification:**

This letter of intent is subject to your successful completion of Btech exams by September 2023.

Please note that a detailed offer letter would be issued to you subsequently.

Looking forward to a mutually beneficial association.

Thanking you.

Yours faithfully,

for **EY Global Delivery Services India LLP**

Signed By : RAHUL DASGUPTA  
Reason : Offer Letter  
Location : Bangalore  
Date: 24-09-2021 16:16:53

**Authorized Signatory**





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Karnataka , India

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ey.com

Dear **Rituraj**,

**Subject: Letter of intent**

With reference to the campus selection process and the subsequent interviews that you had with us, we are pleased to extend a letter of intent subject to the following terms and conditions:

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**4. Education Qualification:**

This letter of intent is subject to your successful completion of Btech exams by September 2023.

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Looking forward to a mutually beneficial association.

Thanking you.

Yours faithfully,

for **EY Global Delivery Services India LLP**

Signed By : RAHUL DASGUPTA  
Reason : Offer Letter  
Location : Bangalore  
Date: 24-09-2021 16:16:53

**Authorized Signatory**





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Dear **Roshan Raj A,**

**Subject: Letter of intent**

With reference to the campus selection process and the subsequent interviews that you had with us, we are pleased to extend a letter of intent subject to the following terms and conditions:

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**4. Education Qualification:**

This letter of intent is subject to your successful completion of Btech exams by September 2023.

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Looking forward to a mutually beneficial association.

Thanking you.

Yours faithfully,

for **EY Global Delivery Services India LLP**

Signed By : RAHUL DASGUPTA  
Reason : Offer Letter  
Location : Bangalore  
Date: 24-09-2021 16:16:53

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Karnataka , India

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ey.com

Dear **Sahid Khan**,

**Subject: Letter of intent**

With reference to the campus selection process and the subsequent interviews that you had with us, we are pleased to extend a letter of intent subject to the following terms and conditions:

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**4. Education Qualification:**

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Looking forward to a mutually beneficial association.

Thanking you.

Yours faithfully,

for **EY Global Delivery Services India LLP**

Signed By : RAHUL DASGUPTA  
Reason : Offer Letter  
Location : Bangalore  
Date: 24-09-2021 16:16:53

**Authorized Signatory**







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Bangalore - 560016  
Karnataka , India

Tel: +91 080 6681 3000  
Fax: +91 080 6681 3334  
ey.com

Dear **Sneha Latha Reddy B,**

**Subject: Letter of intent**

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Looking forward to a mutually beneficial association.

Thanking you.

Yours faithfully,

for **EY Global Delivery Services India LLP**

Signed By : RAHUL DASGUPTA  
Reason : Offer Letter  
Location : Bangalore  
Date: 24-09-2021 16:16:53

**Authorized Signatory**





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Bangalore - 560016  
Karnataka , India

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ey.com

Dear **Varsha S Rajan**,

**Subject: Letter of intent**

With reference to the campus selection process and the subsequent interviews that you had with us, we are pleased to extend a letter of intent subject to the following terms and conditions:

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Looking forward to a mutually beneficial association.

Thanking you.

Yours faithfully,

for **EY Global Delivery Services India LLP**

Signed By : RAHUL DASGUPTA  
Reason : Offer Letter  
Location : Bangalore  
Date: 24-09-2021 16:16:53

**Authorized Signatory**





**SILABS** INDIA PRIVATE LIMITED (A Silicon Labs Company)

PRIVATE AND CONFIDENTIAL

September 12, 2022

Dear SHAIK ASMA ZABI,

We are pleased to offer you an internship with Silabs India Private Limited ("Silicon Labs"). Your internship, should you accept, will begin on January 09, 2023 (the "Effective Date") for the duration of 6 months and extendable.


- 1) You will be compensated Rs. 35000/- per month and Rs. 1755442/- per annum.
- 2) In addition to the duties that were outlined during your selection, you shall perform such other duties that are associated with the position and as Silicon Labs' authorized representative deem necessary from time to time.
- 3) Although Silicon Labs expects the internship arrangement to be fruitful, the company reserves the right to terminate it based on circumstances with one month's notice. Likewise, if due to any exigency, you wish to discontinue, you can do so with one month's notice.
- 4) You shall dedicate your complete efforts and time to the company and agree to perform your duties faithfully and to the best of your ability. During your internship, you will abide by the Company's policies. You agree not to engage in any other engagement, occupation or consulting activity for any direct or indirect remuneration without the prior written approval from a Silicon Labs authorized representative.
- 5) You must execute the Proprietary Information and Inventions Assignment Agreement (the "PIIA") attached to this offer which shall take effect on the Effective Date.

**SILABS** INDIA PRIVATE LIMITED (A Silicon Labs Company)

Salarpuria Sattva Knowledge City, Octave Building,  
2nd & 3rd Floor, Unit 03-(Part), Parcel-4, Survey No. 83/1, Plot No 2, Serilingampally Mandal,  
Raidurgam Village, Ranga Reddy Dist: Hyderabad, Telangana – 500081 | Website: [silabs.com](http://silabs.com)  
CIN: U72900TG2020PTC139507

This letter agreement supersedes and replaces any prior understandings or agreements, whether oral, written or implied, between you and the Company regarding the matters described in this letter. We hope that this paid internship will be favorably received, and we look forward to you interning at Silicon Labs.

Sincerely,

DocuSigned by:  
  
BE99C454E699439...

Néstor Ho  
Director  
Silabs India Private Limited

I accept the terms of this offer letter.

Signed: \_\_\_\_\_

Date: 9/12/2022

**SILABS INDIA PRIVATE LIMITED** (A Silicon Labs Company)

Salarpuria Sattva Knowledge City, Octave Building,  
2nd & 3rd Floor, Unit 03-(Part), Parcel-4, Survey No. 83/1, Plot No 2, Serilingampally Mandal,  
Raidurgam Village, Ranga Reddy Dist: Hyderabad, Telangana – 500081 | Website: [silabs.com](http://silabs.com)  
CIN: U72900TG2020PTC139507

## Proprietary Information and Inventions Assignment Agreement

---

SHAIK ASMA ZABI

Intern (Print): \_\_\_\_\_

This Proprietary Information and Inventions Assignment Agreement ("Agreement") is made and entered into by Hemavathy K N ("Intern") and **Silabs India Private Limited** (CIN: U72900TG2020PTC139507) ("Silicon Labs" or "the Company") in furtherance to the Intern's internship contract dated January 09, 2023. The Intern and Silicon Labs are collectively referred to as the "Parties" and individually as the "Party."

In consideration of (i) my internship with Silicon Labs, (ii) specialized training in Silicon Labs' business and access to Silicon Labs' proprietary and confidential information that will be provided to me during my internship, and (iii) the compensation and additional benefits that will be paid or granted to me during my internship I agree to the terms set forth below.

The terms of this Agreement apply throughout my internship at Silicon Labs or any of its subsidiaries or affiliated companies, commencing with the first day of my internship at Silicon Labs, as set forth above.

### 1. PROPRIETARY INFORMATION

1.1 The term "**Proprietary Information**" refers to:

(a) all information belonging to, or otherwise relating to the business of, Silicon Labs or its parent, subsidiaries and affiliates (together the "**Silicon Labs Group**"), that is not generally known, and which the Silicon Labs Group has taken reasonable measures under the circumstances to protect from unauthorized use or disclosure; and

(b) all information belonging to, or otherwise relating to the business of a third party, that is not generally known, and which was disclosed by that third party to the Silicon Labs Group in strict confidence.

I understand that Proprietary Information may be contained in any medium, whether oral or written and may not be explicitly marked as proprietary, confidential or a trade secret. If I have questions about whether something is Proprietary Information, I will promptly ask Silicon Labs' Legal Department. I understand that common examples of Proprietary Information are:

- (i) Technical information that is in use, planned, or under development, such as information concerning the manufacturing, testing, and assembly of Silicon Labs' products, specifications and block diagrams of Silicon Labs' products, improvements, ideas, conceptions, compilations of data, data, processes, discoveries, formulas, and compositions of matter and processes relating to the Silicon Labs Group;
- (ii) Business information, such as information concerning business plans, operations, products, corporate strategies, marketing, sales, inventions, designs, costs, legal



strategies, finances, employees, current and prospective customers, licensees, or licensors;

- (iii) Information relating to future plans, such as marketing strategies, new product research, pending projects and proposals, proprietary production processes, research and development strategies, and similar items; and
- (iv) All “trade secrets” within the meaning of the Uniform Trade Secrets Act. I hereby waive any requirement that Silicon Labs submit proof of the economic value of any trade secret or, to the fullest extent permitted by law, to post a bond or other security to enforce its rights under applicable law.

## **1.2 Non-Disclosure**

(a) Except when acting within the scope of my duties or with prior written authorization from the General Counsel or duly-authorized officer of Silicon Labs, I will not use, disclose, or reveal to any person any Proprietary Information provided to me or discovered by me before or during my internship with Silicon Labs.

(b) I will comply with Section 1.2 during and after my internship at Silicon Labs. Nothing in this Section 1.2 shall limit my non-disclosure obligations under any applicable rule, statute, regulation or other Company policy.

At the end of my internship or upon written request from the Company, I will immediately return all Proprietary Information and all electronic or printed copies, containing or in any way pertaining to confidential or Proprietary Information to Silicon Labs.

**1.3 Remedies for Breach.** I agree that my violation of this Agreement would cause irreparable harm to Silicon Labs. Accordingly, in the event of my actual or threatened breach of the provisions of this Agreement, Silicon Labs, in addition to all other rights, will be entitled to seek an injunction restraining me from breaching this Agreement.

## **2. RIGHTS IN DEVELOPMENTS**

**2.1** The term “*Inventions*” refers to each discovery, formulae, idea, improvement, work of authorship, or invention that I make, create, conceive, reduce to practice, develop, or discover, in whole or in part, alone or with others:

- (a) in the performance of any work for Silicon Labs;
- (b) which relates to Silicon Labs’ business; or
- (c) which results from any work performed for Silicon Labs or the use of Silicon Labs’ equipment, supplies, facilities or information.

**2.2** The term “*Intellectual Property Rights*” refers to all trade secrets, patent rights, copyrights, trademarks, Moral Rights (if recognized) and other intellectual property rights recognized by the laws of any jurisdiction or country.

2.3 I assign and agree to assign to Silicon Labs all of my rights to any Inventions (and all Intellectual Property Rights with respect thereto), absolutely and forever, throughout the world and for the full term of each right, including renewals and extensions. All Inventions, in whatever form, is Silicon Labs' property and Silicon Labs shall be the sole owner of all Intellectual Property Rights in connection with such Inventions. Silicon Labs may freely develop and alter such Inventions, and license, sub-license and assign them to third parties without obtaining my prior consent. If any Invention or Intellectual Property Rights cannot be assigned under applicable law, I grant to Silicon Labs an exclusive, paid-up, assignable, irrevocable, perpetual, worldwide, royalty-free, unlimited license that can be sublicensed (through one or multiple tiers), to use, reproduce, distribute, create derivative works of, publicly perform, publicly display and digitally perform and display such work in any media or form now known or hereafter known. Outside the scope of my service, I agree not to (a) distribute, modify, adapt, alter, translate, or create derivative works from any such work of authorship or (b) merge any such work of authorship with other Inventions.

2.4 During and subsequent to my internship with the Silicon Labs Group, I will perform all acts necessary to permit and assist Silicon Labs in documenting, perfecting, obtaining, maintaining, defending, and enforcing Intellectual Property Rights and/or my assignment with respect to such Inventions in any and all countries. This includes executing documents and cooperating in legal proceedings. I agree that such actions will be without compensation, but at Silicon Labs' expense. I irrevocably designate and appoint Silicon Labs and its duly authorized officers and agents, as my agents and attorneys-in-fact to act for and on my behalf and instead of me, to execute and file any documents and to do all other lawfully permitted acts to further the above purposes with the same legal force and effect as if executed by me.

2.5 Any assignment of copyright hereunder includes all rights of paternity, integrity, disclosure, and withdrawal, and any other rights that may be known as or referred to as "**Moral Rights.**" If Moral Rights cannot be assigned under applicable law and the following is allowed by the laws in the various countries where Moral Rights exist, I waive such Moral Rights and consent to any action of Silicon Labs that would violate such Moral Rights in the absence of such consent. I will confirm any such waivers and consents from time to time as requested by Silicon Labs.

2.6 Notwithstanding the provisions of Section 19(4) of the Copyright Act, 1957, all the assignment under this Agreement in so far as it relates to copyrightable material shall not lapse nor the rights transferred therein revert to me, even if Silicon Labs does not exercise the rights under the assignment within a period of one year from the date of assignment. I waive any right to and shall not raise any objection or claims to the Copyright Board with respect to the assignment, pursuant to Section 19A of the Copyright Act, 1957.

2.7 I will not create any Inventions that are unoriginal or defame the Silicon Labs Group, its employees, officers, directors, consultants, agents, or any third party or constitute a violation of the rights of privacy of Silicon Labs' other employees or any third party.

2.8 I will keep complete, accurate, and authentic information and records on all Inventions. Such information and records, including copies, will be Silicon Labs' property and are considered Proprietary Information and therefore subject to Article 1. I will promptly surrender all such original and electronic or printed copies of such information and records when requested or within 24 hours from the end of my internship.

2.9 I acknowledge and agree that nothing in this Agreement grants me, by implication, estoppel or otherwise: (a) a license to any rights in a Silicon Labs Invention or any Ownership Rights therein or (b) a license regarding and of Silicon Labs' existing or future Ownership Rights. If I desire to identify and state specifically that certain prior inventions are not subject to this Agreement (collectively, "**Retained Inventions**"), I will complete the Retained Inventions Statement attached as Schedule A to this Agreement. If I incorporate or help incorporate any Retained Inventions into an Invention, product or service, or rely upon any Retained Invention in discovering, developing, creating, conceiving, or reducing to practice any Invention, product or service, I hereby grant to the Company a nonexclusive, paid-up, assignable, irrevocable, perpetual, worldwide, royalty-free license that can be sub-licensed (through one or multiple tiers), to all Intellectual Property Rights in such Retained Inventions.

2.10 **CONSENT TO PHOTOGRAPHY AND OTHER RECORDINGS.** I agree that my name, voice, picture and likeness may be used in Silicon Labs' advertising, training aids, and other materials that relate to the business of Silicon Labs without payment of separate compensation to me. I will not issue or release any articles, advertising, publicity, or other matter relating to Silicon Labs, or provide any information regarding Silicon Labs to any other person intending to do so, without Silicon Labs' specific written consent.

### 3. CHOICE OF LAW

3.1 I agree and consent to service by mail of any paper initiating any suit, action, or proceeding at the address set forth on my pay statement. I will update my address with Silicon Labs whenever a change in address occurs. I waive any objection to service by mail where Silicon Labs addresses service to the most recent address provided by me.

3.2 I agree that the laws of India shall apply to any suit, action, or other legal proceeding arising out of or relating to this Agreement, regardless of any contrary common law or statutory provisions related to conflicts of laws. The courts at Hyderabad shall have exclusive jurisdiction over all disputes or claims between the Parties under this Agreement.

4. **ASSIGNMENT.** I will not assign my rights or delegate any duties or obligations under this Agreement. The Agreement will be binding upon my heirs, executors, administrators, and other legal representatives. The rights and obligations of Silicon Labs under this Agreement shall inure to the benefit of and be binding upon the successors and assigns of Silicon Labs and Silicon Labs may freely assign its rights hereunder.

5. **SEVERABILITY.** If any provision of this Agreement is held to be unenforceable, such provision will be distinct and severable from the other provisions of this Agreement, and such unenforceability will not affect the validity and enforceability of the remaining provisions. If a court holds that the Agreed Period, scope, or any other restriction stated in any provision of this Agreement is unreasonable under circumstances then existing, the parties agree that the maximum duration, scope, or other restriction that the court deems reasonable under such circumstances will be substituted and that the court will have the power to revise any of those restrictions to cover the maximum period, scope, and/or other restriction permitted by law. It is the intent of the parties that the court, in establishing any such substitute restriction, recognize that the parties' desire is that the stated restrictions upon which the parties have agreed be honored to the maximum lawful extent.

### 6. MISCELLANEOUS

6.1 The waiver by Silicon Labs of any provision of this Agreement, or the waiver by Silicon Labs of a breach of any provision of this Agreement by me, shall not operate or be construed as a further or continuing waiver of any subsequent breach by me.

6.2 This Agreement constitutes the sole and entire agreement between the parties relating to its subject matter, and it supersedes and cancels all previous written or verbal agreements or understandings between the parties except that this Agreement shall not be deemed to supersede or cancel any obligations of me under any deferred compensation or stock option award plan to which I may be a party.

6.3 I have carefully read and fully understand all provisions of this Agreement and am knowingly and voluntarily entering into this Agreement. I understand and agree that certain provisions of this Agreement, including Articles 1, 1.3, 2.10, 3, 5 and 6, survive termination of my internship with Silicon Labs for any reason and represent continuing obligations of me to Silicon Labs.

IN WITNESS WHEREOF, I have executed this Agreement on the date set forth below.

Intern Signature:

Print Name: V L VARSHINI

Date: 9/12/2022

**Annexure A to Proprietary Information and Inventions Assignment Agreement**

**Prior Inventions Statement**

The following is a complete list of all the Prior Inventions in accordance with Section 2.9 of the Proprietary Information and Inventions Assignment Agreement.

NA  
\_\_\_\_\_ I have no inventions to disclose.

NA  
\_\_\_\_\_ Below is a complete and accurate list of Prior Inventions, as that term is defined in the Agreement to which this Annexure A is attached.

| Disclosure # | Invention Title |
|--------------|-----------------|
| NA           |                 |
| _____        | _____           |
| _____        | _____           |
| _____        | _____           |
| _____        | _____           |
| _____        | _____           |
| _____        | _____           |
| _____        | _____           |
| _____        | _____           |

Hemavathy K N  
By: \_\_\_\_\_

Print Name: Hemavathy K N  
\_\_\_\_\_



**SILABS** INDIA PRIVATE LIMITED (A Silicon Labs Company)

PRIVATE AND CONFIDENTIAL

September 12, 2022

Dear SHIVANI B,

We are pleased to offer you an internship with Silabs India Private Limited (“Silicon Labs”). Your internship, should you accept, will begin on January 09, 2023 (the “Effective Date”) for the duration of 6 months and extendable.


- 1) You will be compensated Rs. 35000/- per month and Rs. 1755442/- per annum.
- 2) In addition to the duties that were outlined during your selection, you shall perform such other duties that are associated with the position and as Silicon Labs’ authorized representative deem necessary from time to time.
- 3) Although Silicon Labs expects the internship arrangement to be fruitful, the company reserves the right to terminate it based on circumstances with one month’s notice. Likewise, if due to any exigency, you wish to discontinue, you can do so with one month’s notice.
- 4) You shall dedicate your complete efforts and time to the company and agree to perform your duties faithfully and to the best of your ability. During your internship, you will abide by the Company’s policies. You agree not to engage in any other engagement, occupation or consulting activity for any direct or indirect remuneration without the prior written approval from a Silicon Labs authorized representative.
- 5) You must execute the Proprietary Information and Inventions Assignment Agreement (the “PIIA”) attached to this offer which shall take effect on the Effective Date.

**SILABS** INDIA PRIVATE LIMITED (A Silicon Labs Company)

Salarpuria Sattva Knowledge City, Octave Building,  
2nd & 3rd Floor, Unit 03-(Part), Parcel-4, Survey No. 83/1, Plot No 2, Serilingampally Mandal,  
Raidurgam Village, Ranga Reddy Dist: Hyderabad, Telangana – 500081 | Website: [silabs.com](http://silabs.com)  
CIN: U72900TG2020PTC139507

This letter agreement supersedes and replaces any prior understandings or agreements, whether oral, written or implied, between you and the Company regarding the matters described in this letter. We hope that this paid internship will be favorably received, and we look forward to you interning at Silicon Labs.

Sincerely,

DocuSigned by:  
  
BE99C454E699439...

Néstor Ho  
Director  
Silabs India Private Limited

I accept the terms of this offer letter.

Signed: \_\_\_\_\_

Date: 9/12/2022

**SILABS INDIA PRIVATE LIMITED** (A Silicon Labs Company)

Salarpuria Sattva Knowledge City, Octave Building,  
2nd & 3rd Floor, Unit 03-(Part), Parcel-4, Survey No. 83/1, Plot No 2, Serilingampally Mandal,  
Raidurgam Village, Ranga Reddy Dist: Hyderabad, Telangana – 500081 | Website: [silabs.com](http://silabs.com)  
CIN: U72900TG2020PTC139507

## Proprietary Information and Inventions Assignment Agreement

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SHIVANI B

Intern (Print): \_\_\_\_\_

This Proprietary Information and Inventions Assignment Agreement ("Agreement") is made and entered into by Hemavathy K N ("Intern") and **Silabs India Private Limited** (CIN: U72900TG2020PTC139507) ("Silicon Labs" or "the Company") in furtherance to the Intern's internship contract dated January 09, 2023. The Intern and Silicon Labs are collectively referred to as the "Parties" and individually as the "Party."

In consideration of (i) my internship with Silicon Labs, (ii) specialized training in Silicon Labs' business and access to Silicon Labs' proprietary and confidential information that will be provided to me during my internship, and (iii) the compensation and additional benefits that will be paid or granted to me during my internship I agree to the terms set forth below.

The terms of this Agreement apply throughout my internship at Silicon Labs or any of its subsidiaries or affiliated companies, commencing with the first day of my internship at Silicon Labs, as set forth above.

### 1. PROPRIETARY INFORMATION

1.1 The term "**Proprietary Information**" refers to:

(a) all information belonging to, or otherwise relating to the business of, Silicon Labs or its parent, subsidiaries and affiliates (together the "**Silicon Labs Group**"), that is not generally known, and which the Silicon Labs Group has taken reasonable measures under the circumstances to protect from unauthorized use or disclosure; and

(b) all information belonging to, or otherwise relating to the business of a third party, that is not generally known, and which was disclosed by that third party to the Silicon Labs Group in strict confidence.

I understand that Proprietary Information may be contained in any medium, whether oral or written and may not be explicitly marked as proprietary, confidential or a trade secret. If I have questions about whether something is Proprietary Information, I will promptly ask Silicon Labs' Legal Department. I understand that common examples of Proprietary Information are:

- (i) Technical information that is in use, planned, or under development, such as information concerning the manufacturing, testing, and assembly of Silicon Labs' products, specifications and block diagrams of Silicon Labs' products, improvements, ideas, conceptions, compilations of data, data, processes, discoveries, formulas, and compositions of matter and processes relating to the Silicon Labs Group;
- (ii) Business information, such as information concerning business plans, operations, products, corporate strategies, marketing, sales, inventions, designs, costs, legal



strategies, finances, employees, current and prospective customers, licensees, or licensors;

- (iii) Information relating to future plans, such as marketing strategies, new product research, pending projects and proposals, proprietary production processes, research and development strategies, and similar items; and
- (iv) All “trade secrets” within the meaning of the Uniform Trade Secrets Act. I hereby waive any requirement that Silicon Labs submit proof of the economic value of any trade secret or, to the fullest extent permitted by law, to post a bond or other security to enforce its rights under applicable law.

## **1.2 Non-Disclosure**

(a) Except when acting within the scope of my duties or with prior written authorization from the General Counsel or duly-authorized officer of Silicon Labs, I will not use, disclose, or reveal to any person any Proprietary Information provided to me or discovered by me before or during my internship with Silicon Labs.

(b) I will comply with Section 1.2 during and after my internship at Silicon Labs. Nothing in this Section 1.2 shall limit my non-disclosure obligations under any applicable rule, statute, regulation or other Company policy.

At the end of my internship or upon written request from the Company, I will immediately return all Proprietary Information and all electronic or printed copies, containing or in any way pertaining to confidential or Proprietary Information to Silicon Labs.

**1.3 Remedies for Breach.** I agree that my violation of this Agreement would cause irreparable harm to Silicon Labs. Accordingly, in the event of my actual or threatened breach of the provisions of this Agreement, Silicon Labs, in addition to all other rights, will be entitled to seek an injunction restraining me from breaching this Agreement.

## **2. RIGHTS IN DEVELOPMENTS**

**2.1** The term “*Inventions*” refers to each discovery, formulae, idea, improvement, work of authorship, or invention that I make, create, conceive, reduce to practice, develop, or discover, in whole or in part, alone or with others:

- (a) in the performance of any work for Silicon Labs;
- (b) which relates to Silicon Labs’ business; or
- (c) which results from any work performed for Silicon Labs or the use of Silicon Labs’ equipment, supplies, facilities or information.

**2.2** The term “*Intellectual Property Rights*” refers to all trade secrets, patent rights, copyrights, trademarks, Moral Rights (if recognized) and other intellectual property rights recognized by the laws of any jurisdiction or country.

2.3 I assign and agree to assign to Silicon Labs all of my rights to any Inventions (and all Intellectual Property Rights with respect thereto), absolutely and forever, throughout the world and for the full term of each right, including renewals and extensions. All Inventions, in whatever form, is Silicon Labs' property and Silicon Labs shall be the sole owner of all Intellectual Property Rights in connection with such Inventions. Silicon Labs may freely develop and alter such Inventions, and license, sub-license and assign them to third parties without obtaining my prior consent. If any Invention or Intellectual Property Rights cannot be assigned under applicable law, I grant to Silicon Labs an exclusive, paid-up, assignable, irrevocable, perpetual, worldwide, royalty-free, unlimited license that can be sublicensed (through one or multiple tiers), to use, reproduce, distribute, create derivative works of, publicly perform, publicly display and digitally perform and display such work in any media or form now known or hereafter known. Outside the scope of my service, I agree not to (a) distribute, modify, adapt, alter, translate, or create derivative works from any such work of authorship or (b) merge any such work of authorship with other Inventions.

2.4 During and subsequent to my internship with the Silicon Labs Group, I will perform all acts necessary to permit and assist Silicon Labs in documenting, perfecting, obtaining, maintaining, defending, and enforcing Intellectual Property Rights and/or my assignment with respect to such Inventions in any and all countries. This includes executing documents and cooperating in legal proceedings. I agree that such actions will be without compensation, but at Silicon Labs' expense. I irrevocably designate and appoint Silicon Labs and its duly authorized officers and agents, as my agents and attorneys-in-fact to act for and on my behalf and instead of me, to execute and file any documents and to do all other lawfully permitted acts to further the above purposes with the same legal force and effect as if executed by me.

2.5 Any assignment of copyright hereunder includes all rights of paternity, integrity, disclosure, and withdrawal, and any other rights that may be known as or referred to as "**Moral Rights.**" If Moral Rights cannot be assigned under applicable law and the following is allowed by the laws in the various countries where Moral Rights exist, I waive such Moral Rights and consent to any action of Silicon Labs that would violate such Moral Rights in the absence of such consent. I will confirm any such waivers and consents from time to time as requested by Silicon Labs.

2.6 Notwithstanding the provisions of Section 19(4) of the Copyright Act, 1957, all the assignment under this Agreement in so far as it relates to copyrightable material shall not lapse nor the rights transferred therein revert to me, even if Silicon Labs does not exercise the rights under the assignment within a period of one year from the date of assignment. I waive any right to and shall not raise any objection or claims to the Copyright Board with respect to the assignment, pursuant to Section 19A of the Copyright Act, 1957.

2.7 I will not create any Inventions that are unoriginal or defame the Silicon Labs Group, its employees, officers, directors, consultants, agents, or any third party or constitute a violation of the rights of privacy of Silicon Labs' other employees or any third party.

2.8 I will keep complete, accurate, and authentic information and records on all Inventions. Such information and records, including copies, will be Silicon Labs' property and are considered Proprietary Information and therefore subject to Article 1. I will promptly surrender all such original and electronic or printed copies of such information and records when requested or within 24 hours from the end of my internship.

2.9 I acknowledge and agree that nothing in this Agreement grants me, by implication, estoppel or otherwise: (a) a license to any rights in a Silicon Labs Invention or any Ownership Rights therein or (b) a license regarding and of Silicon Labs' existing or future Ownership Rights. If I desire to identify and state specifically that certain prior inventions are not subject to this Agreement (collectively, "**Retained Inventions**"), I will complete the Retained Inventions Statement attached as Schedule A to this Agreement. If I incorporate or help incorporate any Retained Inventions into an Invention, product or service, or rely upon any Retained Invention in discovering, developing, creating, conceiving, or reducing to practice any Invention, product or service, I hereby grant to the Company a nonexclusive, paid-up, assignable, irrevocable, perpetual, worldwide, royalty-free license that can be sub-licensed (through one or multiple tiers), to all Intellectual Property Rights in such Retained Inventions.

2.10 **CONSENT TO PHOTOGRAPHY AND OTHER RECORDINGS.** I agree that my name, voice, picture and likeness may be used in Silicon Labs' advertising, training aids, and other materials that relate to the business of Silicon Labs without payment of separate compensation to me. I will not issue or release any articles, advertising, publicity, or other matter relating to Silicon Labs, or provide any information regarding Silicon Labs to any other person intending to do so, without Silicon Labs' specific written consent.

### 3. CHOICE OF LAW

3.1 I agree and consent to service by mail of any paper initiating any suit, action, or proceeding at the address set forth on my pay statement. I will update my address with Silicon Labs whenever a change in address occurs. I waive any objection to service by mail where Silicon Labs addresses service to the most recent address provided by me.

3.2 I agree that the laws of India shall apply to any suit, action, or other legal proceeding arising out of or relating to this Agreement, regardless of any contrary common law or statutory provisions related to conflicts of laws. The courts at Hyderabad shall have exclusive jurisdiction over all disputes or claims between the Parties under this Agreement.

4. **ASSIGNMENT.** I will not assign my rights or delegate any duties or obligations under this Agreement. The Agreement will be binding upon my heirs, executors, administrators, and other legal representatives. The rights and obligations of Silicon Labs under this Agreement shall inure to the benefit of and be binding upon the successors and assigns of Silicon Labs and Silicon Labs may freely assign its rights hereunder.

5. **SEVERABILITY.** If any provision of this Agreement is held to be unenforceable, such provision will be distinct and severable from the other provisions of this Agreement, and such unenforceability will not affect the validity and enforceability of the remaining provisions. If a court holds that the Agreed Period, scope, or any other restriction stated in any provision of this Agreement is unreasonable under circumstances then existing, the parties agree that the maximum duration, scope, or other restriction that the court deems reasonable under such circumstances will be substituted and that the court will have the power to revise any of those restrictions to cover the maximum period, scope, and/or other restriction permitted by law. It is the intent of the parties that the court, in establishing any such substitute restriction, recognize that the parties' desire is that the stated restrictions upon which the parties have agreed be honored to the maximum lawful extent.

### 6. MISCELLANEOUS

6.1 The waiver by Silicon Labs of any provision of this Agreement, or the waiver by Silicon Labs of a breach of any provision of this Agreement by me, shall not operate or be construed as a further or continuing waiver of any subsequent breach by me.

6.2 This Agreement constitutes the sole and entire agreement between the parties relating to its subject matter, and it supersedes and cancels all previous written or verbal agreements or understandings between the parties except that this Agreement shall not be deemed to supersede or cancel any obligations of me under any deferred compensation or stock option award plan to which I may be a party.

6.3 I have carefully read and fully understand all provisions of this Agreement and am knowingly and voluntarily entering into this Agreement. I understand and agree that certain provisions of this Agreement, including Articles 1, 1.3, 2.10, 3, 5 and 6, survive termination of my internship with Silicon Labs for any reason and represent continuing obligations of me to Silicon Labs.

IN WITNESS WHEREOF, I have executed this Agreement on the date set forth below.

Intern Signature:

Print Name: V L VARSHINI

Date: 9/12/2022

**Annexure A to Proprietary Information and Inventions Assignment Agreement**

**Prior Inventions Statement**

The following is a complete list of all the Prior Inventions in accordance with Section 2.9 of the Proprietary Information and Inventions Assignment Agreement.

NA  
\_\_\_\_\_ I have no inventions to disclose.

NA  
\_\_\_\_\_ Below is a complete and accurate list of Prior Inventions, as that term is defined in the Agreement to which this Annexure A is attached.

| Disclosure # | Invention Title |
|--------------|-----------------|
| NA           |                 |
| _____        | _____           |
| _____        | _____           |
| _____        | _____           |
| _____        | _____           |
| _____        | _____           |
| _____        | _____           |
| _____        | _____           |
| _____        | _____           |

Hemavathy K N  
By: \_\_\_\_\_

Print Name: Hemavathy K N  
\_\_\_\_\_



**SILABS** INDIA PRIVATE LIMITED (A Silicon Labs Company)

PRIVATE AND CONFIDENTIAL

September 12, 2022

Dear SUPRIYA B,

We are pleased to offer you an internship with Silabs India Private Limited (“Silicon Labs”). Your internship, should you accept, will begin on January 09, 2023 (the “Effective Date”) for the duration of 6 months and extendable.


- 1) You will be compensated Rs. 35000/- per month and Rs. 1755442/- per annum.
- 2) In addition to the duties that were outlined during your selection, you shall perform such other duties that are associated with the position and as Silicon Labs’ authorized representative deem necessary from time to time.
- 3) Although Silicon Labs expects the internship arrangement to be fruitful, the company reserves the right to terminate it based on circumstances with one month’s notice. Likewise, if due to any exigency, you wish to discontinue, you can do so with one month’s notice.
- 4) You shall dedicate your complete efforts and time to the company and agree to perform your duties faithfully and to the best of your ability. During your internship, you will abide by the Company’s policies. You agree not to engage in any other engagement, occupation or consulting activity for any direct or indirect remuneration without the prior written approval from a Silicon Labs authorized representative.
- 5) You must execute the Proprietary Information and Inventions Assignment Agreement (the “PIIA”) attached to this offer which shall take effect on the Effective Date.

**SILABS** INDIA PRIVATE LIMITED (A Silicon Labs Company)

Salarpuria Sattva Knowledge City, Octave Building,  
2nd & 3rd Floor, Unit 03-(Part), Parcel-4, Survey No. 83/1, Plot No 2, Serilingampally Mandal,  
Raidurgam Village, Ranga Reddy Dist: Hyderabad, Telangana – 500081 | Website: [silabs.com](http://silabs.com)  
CIN: U72900TG2020PTC139507

This letter agreement supersedes and replaces any prior understandings or agreements, whether oral, written or implied, between you and the Company regarding the matters described in this letter. We hope that this paid internship will be favorably received, and we look forward to you interning at Silicon Labs.

Sincerely,

DocuSigned by:  
  
BE99C454E699439...

Néstor Ho  
Director  
Silabs India Private Limited

I accept the terms of this offer letter.

Signed: \_\_\_\_\_

Date: 9/12/2022

**SILABS INDIA PRIVATE LIMITED** (A Silicon Labs Company)

Salarpuria Sattva Knowledge City, Octave Building,  
2nd & 3rd Floor, Unit 03-(Part), Parcel-4, Survey No. 83/1, Plot No 2, Serilingampally Mandal,  
Raidurgam Village, Ranga Reddy Dist: Hyderabad, Telangana – 500081 | Website: [silabs.com](http://silabs.com)  
CIN: U72900TG2020PTC139507

## Proprietary Information and Inventions Assignment Agreement

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SUPRIYA B

Intern (Print): \_\_\_\_\_

This Proprietary Information and Inventions Assignment Agreement ("Agreement") is made and entered into by Hemavathy K N ("Intern") and **Silabs India Private Limited** (CIN: U72900TG2020PTC139507) ("Silicon Labs" or "the Company") in furtherance to the Intern's internship contract dated January 09, 2023. The Intern and Silicon Labs are collectively referred to as the "Parties" and individually as the "Party."

In consideration of (i) my internship with Silicon Labs, (ii) specialized training in Silicon Labs' business and access to Silicon Labs' proprietary and confidential information that will be provided to me during my internship, and (iii) the compensation and additional benefits that will be paid or granted to me during my internship I agree to the terms set forth below.

The terms of this Agreement apply throughout my internship at Silicon Labs or any of its subsidiaries or affiliated companies, commencing with the first day of my internship at Silicon Labs, as set forth above.

### 1. PROPRIETARY INFORMATION

1.1 The term "**Proprietary Information**" refers to:

(a) all information belonging to, or otherwise relating to the business of, Silicon Labs or its parent, subsidiaries and affiliates (together the "**Silicon Labs Group**"), that is not generally known, and which the Silicon Labs Group has taken reasonable measures under the circumstances to protect from unauthorized use or disclosure; and

(b) all information belonging to, or otherwise relating to the business of a third party, that is not generally known, and which was disclosed by that third party to the Silicon Labs Group in strict confidence.

I understand that Proprietary Information may be contained in any medium, whether oral or written and may not be explicitly marked as proprietary, confidential or a trade secret. If I have questions about whether something is Proprietary Information, I will promptly ask Silicon Labs' Legal Department. I understand that common examples of Proprietary Information are:

- (i) Technical information that is in use, planned, or under development, such as information concerning the manufacturing, testing, and assembly of Silicon Labs' products, specifications and block diagrams of Silicon Labs' products, improvements, ideas, conceptions, compilations of data, data, processes, discoveries, formulas, and compositions of matter and processes relating to the Silicon Labs Group;
- (ii) Business information, such as information concerning business plans, operations, products, corporate strategies, marketing, sales, inventions, designs, costs, legal



strategies, finances, employees, current and prospective customers, licensees, or licensors;

- (iii) Information relating to future plans, such as marketing strategies, new product research, pending projects and proposals, proprietary production processes, research and development strategies, and similar items; and
- (iv) All “trade secrets” within the meaning of the Uniform Trade Secrets Act. I hereby waive any requirement that Silicon Labs submit proof of the economic value of any trade secret or, to the fullest extent permitted by law, to post a bond or other security to enforce its rights under applicable law.

## **1.2 Non-Disclosure**

(a) Except when acting within the scope of my duties or with prior written authorization from the General Counsel or duly-authorized officer of Silicon Labs, I will not use, disclose, or reveal to any person any Proprietary Information provided to me or discovered by me before or during my internship with Silicon Labs.

(b) I will comply with Section 1.2 during and after my internship at Silicon Labs. Nothing in this Section 1.2 shall limit my non-disclosure obligations under any applicable rule, statute, regulation or other Company policy.

At the end of my internship or upon written request from the Company, I will immediately return all Proprietary Information and all electronic or printed copies, containing or in any way pertaining to confidential or Proprietary Information to Silicon Labs.

**1.3 Remedies for Breach.** I agree that my violation of this Agreement would cause irreparable harm to Silicon Labs. Accordingly, in the event of my actual or threatened breach of the provisions of this Agreement, Silicon Labs, in addition to all other rights, will be entitled to seek an injunction restraining me from breaching this Agreement.

## **2. RIGHTS IN DEVELOPMENTS**

**2.1** The term “*Inventions*” refers to each discovery, formulae, idea, improvement, work of authorship, or invention that I make, create, conceive, reduce to practice, develop, or discover, in whole or in part, alone or with others:

- (a) in the performance of any work for Silicon Labs;
- (b) which relates to Silicon Labs’ business; or
- (c) which results from any work performed for Silicon Labs or the use of Silicon Labs’ equipment, supplies, facilities or information.

**2.2** The term “*Intellectual Property Rights*” refers to all trade secrets, patent rights, copyrights, trademarks, Moral Rights (if recognized) and other intellectual property rights recognized by the laws of any jurisdiction or country.

2.3 I assign and agree to assign to Silicon Labs all of my rights to any Inventions (and all Intellectual Property Rights with respect thereto), absolutely and forever, throughout the world and for the full term of each right, including renewals and extensions. All Inventions, in whatever form, is Silicon Labs' property and Silicon Labs shall be the sole owner of all Intellectual Property Rights in connection with such Inventions. Silicon Labs may freely develop and alter such Inventions, and license, sub-license and assign them to third parties without obtaining my prior consent. If any Invention or Intellectual Property Rights cannot be assigned under applicable law, I grant to Silicon Labs an exclusive, paid-up, assignable, irrevocable, perpetual, worldwide, royalty-free, unlimited license that can be sublicensed (through one or multiple tiers), to use, reproduce, distribute, create derivative works of, publicly perform, publicly display and digitally perform and display such work in any media or form now known or hereafter known. Outside the scope of my service, I agree not to (a) distribute, modify, adapt, alter, translate, or create derivative works from any such work of authorship or (b) merge any such work of authorship with other Inventions.

2.4 During and subsequent to my internship with the Silicon Labs Group, I will perform all acts necessary to permit and assist Silicon Labs in documenting, perfecting, obtaining, maintaining, defending, and enforcing Intellectual Property Rights and/or my assignment with respect to such Inventions in any and all countries. This includes executing documents and cooperating in legal proceedings. I agree that such actions will be without compensation, but at Silicon Labs' expense. I irrevocably designate and appoint Silicon Labs and its duly authorized officers and agents, as my agents and attorneys-in-fact to act for and on my behalf and instead of me, to execute and file any documents and to do all other lawfully permitted acts to further the above purposes with the same legal force and effect as if executed by me.

2.5 Any assignment of copyright hereunder includes all rights of paternity, integrity, disclosure, and withdrawal, and any other rights that may be known as or referred to as "**Moral Rights.**" If Moral Rights cannot be assigned under applicable law and the following is allowed by the laws in the various countries where Moral Rights exist, I waive such Moral Rights and consent to any action of Silicon Labs that would violate such Moral Rights in the absence of such consent. I will confirm any such waivers and consents from time to time as requested by Silicon Labs.

2.6 Notwithstanding the provisions of Section 19(4) of the Copyright Act, 1957, all the assignment under this Agreement in so far as it relates to copyrightable material shall not lapse nor the rights transferred therein revert to me, even if Silicon Labs does not exercise the rights under the assignment within a period of one year from the date of assignment. I waive any right to and shall not raise any objection or claims to the Copyright Board with respect to the assignment, pursuant to Section 19A of the Copyright Act, 1957.

2.7 I will not create any Inventions that are unoriginal or defame the Silicon Labs Group, its employees, officers, directors, consultants, agents, or any third party or constitute a violation of the rights of privacy of Silicon Labs' other employees or any third party.

2.8 I will keep complete, accurate, and authentic information and records on all Inventions. Such information and records, including copies, will be Silicon Labs' property and are considered Proprietary Information and therefore subject to Article 1. I will promptly surrender all such original and electronic or printed copies of such information and records when requested or within 24 hours from the end of my internship.

2.9 I acknowledge and agree that nothing in this Agreement grants me, by implication, estoppel or otherwise: (a) a license to any rights in a Silicon Labs Invention or any Ownership Rights therein or (b) a license regarding and of Silicon Labs' existing or future Ownership Rights. If I desire to identify and state specifically that certain prior inventions are not subject to this Agreement (collectively, "**Retained Inventions**"), I will complete the Retained Inventions Statement attached as Schedule A to this Agreement. If I incorporate or help incorporate any Retained Inventions into an Invention, product or service, or rely upon any Retained Invention in discovering, developing, creating, conceiving, or reducing to practice any Invention, product or service, I hereby grant to the Company a nonexclusive, paid-up, assignable, irrevocable, perpetual, worldwide, royalty-free license that can be sub-licensed (through one or multiple tiers), to all Intellectual Property Rights in such Retained Inventions.

2.10 **CONSENT TO PHOTOGRAPHY AND OTHER RECORDINGS.** I agree that my name, voice, picture and likeness may be used in Silicon Labs' advertising, training aids, and other materials that relate to the business of Silicon Labs without payment of separate compensation to me. I will not issue or release any articles, advertising, publicity, or other matter relating to Silicon Labs, or provide any information regarding Silicon Labs to any other person intending to do so, without Silicon Labs' specific written consent.

### 3. CHOICE OF LAW

3.1 I agree and consent to service by mail of any paper initiating any suit, action, or proceeding at the address set forth on my pay statement. I will update my address with Silicon Labs whenever a change in address occurs. I waive any objection to service by mail where Silicon Labs addresses service to the most recent address provided by me.

3.2 I agree that the laws of India shall apply to any suit, action, or other legal proceeding arising out of or relating to this Agreement, regardless of any contrary common law or statutory provisions related to conflicts of laws. The courts at Hyderabad shall have exclusive jurisdiction over all disputes or claims between the Parties under this Agreement.

4. **ASSIGNMENT.** I will not assign my rights or delegate any duties or obligations under this Agreement. The Agreement will be binding upon my heirs, executors, administrators, and other legal representatives. The rights and obligations of Silicon Labs under this Agreement shall inure to the benefit of and be binding upon the successors and assigns of Silicon Labs and Silicon Labs may freely assign its rights hereunder.

5. **SEVERABILITY.** If any provision of this Agreement is held to be unenforceable, such provision will be distinct and severable from the other provisions of this Agreement, and such unenforceability will not affect the validity and enforceability of the remaining provisions. If a court holds that the Agreed Period, scope, or any other restriction stated in any provision of this Agreement is unreasonable under circumstances then existing, the parties agree that the maximum duration, scope, or other restriction that the court deems reasonable under such circumstances will be substituted and that the court will have the power to revise any of those restrictions to cover the maximum period, scope, and/or other restriction permitted by law. It is the intent of the parties that the court, in establishing any such substitute restriction, recognize that the parties' desire is that the stated restrictions upon which the parties have agreed be honored to the maximum lawful extent.

### 6. MISCELLANEOUS

6.1 The waiver by Silicon Labs of any provision of this Agreement, or the waiver by Silicon Labs of a breach of any provision of this Agreement by me, shall not operate or be construed as a further or continuing waiver of any subsequent breach by me.

6.2 This Agreement constitutes the sole and entire agreement between the parties relating to its subject matter, and it supersedes and cancels all previous written or verbal agreements or understandings between the parties except that this Agreement shall not be deemed to supersede or cancel any obligations of me under any deferred compensation or stock option award plan to which I may be a party.

6.3 I have carefully read and fully understand all provisions of this Agreement and am knowingly and voluntarily entering into this Agreement. I understand and agree that certain provisions of this Agreement, including Articles 1, 1.3, 2.10, 3, 5 and 6, survive termination of my internship with Silicon Labs for any reason and represent continuing obligations of me to Silicon Labs.

IN WITNESS WHEREOF, I have executed this Agreement on the date set forth below.

Intern Signature:

Print Name: V L VARSHINI

Date: 9/12/2022

**Annexure A to Proprietary Information and Inventions Assignment Agreement**

**Prior Inventions Statement**

The following is a complete list of all the Prior Inventions in accordance with Section 2.9 of the Proprietary Information and Inventions Assignment Agreement.

NA  
\_\_\_\_\_ I have no inventions to disclose.

NA  
\_\_\_\_\_ Below is a complete and accurate list of Prior Inventions, as that term is defined in the Agreement to which this Annexure A is attached.

| Disclosure # | Invention Title |
|--------------|-----------------|
| NA           |                 |
| _____        | _____           |
| _____        | _____           |
| _____        | _____           |
| _____        | _____           |
| _____        | _____           |
| _____        | _____           |
| _____        | _____           |
| _____        | _____           |

Hemavathy K N  
By: \_\_\_\_\_

Print Name: Hemavathy K N  
\_\_\_\_\_



**SILABS** INDIA PRIVATE LIMITED (A Silicon Labs Company)

PRIVATE AND CONFIDENTIAL

September 12, 2022

Dear SYED ZEESHAN ULLA,

We are pleased to offer you an internship with Silabs India Private Limited (“Silicon Labs”). Your internship, should you accept, will begin on January 09, 2023 (the “Effective Date”) for the duration of 6 months and extendable.


- 1) You will be compensated Rs. 35000/- per month and Rs. 1755442/- per annum.
- 2) In addition to the duties that were outlined during your selection, you shall perform such other duties that are associated with the position and as Silicon Labs’ authorized representative deem necessary from time to time.
- 3) Although Silicon Labs expects the internship arrangement to be fruitful, the company reserves the right to terminate it based on circumstances with one month’s notice. Likewise, if due to any exigency, you wish to discontinue, you can do so with one month’s notice.
- 4) You shall dedicate your complete efforts and time to the company and agree to perform your duties faithfully and to the best of your ability. During your internship, you will abide by the Company’s policies. You agree not to engage in any other engagement, occupation or consulting activity for any direct or indirect remuneration without the prior written approval from a Silicon Labs authorized representative.
- 5) You must execute the Proprietary Information and Inventions Assignment Agreement (the “PIIA”) attached to this offer which shall take effect on the Effective Date.

**SILABS** INDIA PRIVATE LIMITED (A Silicon Labs Company)

Salarpuria Sattva Knowledge City, Octave Building,  
2nd & 3rd Floor, Unit 03-(Part), Parcel-4, Survey No. 83/1, Plot No 2, Serilingampally Mandal,  
Raidurgam Village, Ranga Reddy Dist: Hyderabad, Telangana – 500081 | Website: [silabs.com](http://silabs.com)  
CIN: U72900TG2020PTC139507

This letter agreement supersedes and replaces any prior understandings or agreements, whether oral, written or implied, between you and the Company regarding the matters described in this letter. We hope that this paid internship will be favorably received, and we look forward to you interning at Silicon Labs.

Sincerely,

DocuSigned by:  
  
BE99C454E699439...

Néstor Ho  
Director  
Silabs India Private Limited

I accept the terms of this offer letter.

Signed: \_\_\_\_\_

Date: 9/12/2022

**SILABS INDIA PRIVATE LIMITED** (A Silicon Labs Company)

Salarpuria Sattva Knowledge City, Octave Building,  
2nd & 3rd Floor, Unit 03-(Part), Parcel-4, Survey No. 83/1, Plot No 2, Serilingampally Mandal,  
Raidurgam Village, Ranga Reddy Dist: Hyderabad, Telangana – 500081 | Website: [silabs.com](http://silabs.com)  
CIN: U72900TG2020PTC139507

## Proprietary Information and Inventions Assignment Agreement

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SYED ZEESHAN ULLA

Intern (Print): \_\_\_\_\_

This Proprietary Information and Inventions Assignment Agreement ("Agreement") is made and entered into by Hemavathy K N ("Intern") and **Silabs India Private Limited** (CIN: U72900TG2020PTC139507) ("Silicon Labs" or "the Company") in furtherance to the Intern's internship contract dated January 09, 2023. The Intern and Silicon Labs are collectively referred to as the "Parties" and individually as the "Party."

In consideration of (i) my internship with Silicon Labs, (ii) specialized training in Silicon Labs' business and access to Silicon Labs' proprietary and confidential information that will be provided to me during my internship, and (iii) the compensation and additional benefits that will be paid or granted to me during my internship I agree to the terms set forth below.

The terms of this Agreement apply throughout my internship at Silicon Labs or any of its subsidiaries or affiliated companies, commencing with the first day of my internship at Silicon Labs, as set forth above.

### 1. PROPRIETARY INFORMATION

1.1 The term "**Proprietary Information**" refers to:

(a) all information belonging to, or otherwise relating to the business of, Silicon Labs or its parent, subsidiaries and affiliates (together the "**Silicon Labs Group**"), that is not generally known, and which the Silicon Labs Group has taken reasonable measures under the circumstances to protect from unauthorized use or disclosure; and

(b) all information belonging to, or otherwise relating to the business of a third party, that is not generally known, and which was disclosed by that third party to the Silicon Labs Group in strict confidence.

I understand that Proprietary Information may be contained in any medium, whether oral or written and may not be explicitly marked as proprietary, confidential or a trade secret. If I have questions about whether something is Proprietary Information, I will promptly ask Silicon Labs' Legal Department. I understand that common examples of Proprietary Information are:

- (i) Technical information that is in use, planned, or under development, such as information concerning the manufacturing, testing, and assembly of Silicon Labs' products, specifications and block diagrams of Silicon Labs' products, improvements, ideas, conceptions, compilations of data, data, processes, discoveries, formulas, and compositions of matter and processes relating to the Silicon Labs Group;
- (ii) Business information, such as information concerning business plans, operations, products, corporate strategies, marketing, sales, inventions, designs, costs, legal



strategies, finances, employees, current and prospective customers, licensees, or licensors;

- (iii) Information relating to future plans, such as marketing strategies, new product research, pending projects and proposals, proprietary production processes, research and development strategies, and similar items; and
- (iv) All “trade secrets” within the meaning of the Uniform Trade Secrets Act. I hereby waive any requirement that Silicon Labs submit proof of the economic value of any trade secret or, to the fullest extent permitted by law, to post a bond or other security to enforce its rights under applicable law.

## 1.2 Non-Disclosure

(a) Except when acting within the scope of my duties or with prior written authorization from the General Counsel or duly-authorized officer of Silicon Labs, I will not use, disclose, or reveal to any person any Proprietary Information provided to me or discovered by me before or during my internship with Silicon Labs.

(b) I will comply with Section 1.2 during and after my internship at Silicon Labs. Nothing in this Section 1.2 shall limit my non-disclosure obligations under any applicable rule, statute, regulation or other Company policy.

At the end of my internship or upon written request from the Company, I will immediately return all Proprietary Information and all electronic or printed copies, containing or in any way pertaining to confidential or Proprietary Information to Silicon Labs.

1.3 **Remedies for Breach.** I agree that my violation of this Agreement would cause irreparable harm to Silicon Labs. Accordingly, in the event of my actual or threatened breach of the provisions of this Agreement, Silicon Labs, in addition to all other rights, will be entitled to seek an injunction restraining me from breaching this Agreement.

## 2. RIGHTS IN DEVELOPMENTS

2.1 The term “**Inventions**” refers to each discovery, formulae, idea, improvement, work of authorship, or invention that I make, create, conceive, reduce to practice, develop, or discover, in whole or in part, alone or with others:

- (a) in the performance of any work for Silicon Labs;
- (b) which relates to Silicon Labs’ business; or
- (c) which results from any work performed for Silicon Labs or the use of Silicon Labs’ equipment, supplies, facilities or information.

2.2 The term “**Intellectual Property Rights**” refers to all trade secrets, patent rights, copyrights, trademarks, Moral Rights (if recognized) and other intellectual property rights recognized by the laws of any jurisdiction or country.

2.3 I assign and agree to assign to Silicon Labs all of my rights to any Inventions (and all Intellectual Property Rights with respect thereto), absolutely and forever, throughout the world and for the full term of each right, including renewals and extensions. All Inventions, in whatever form, is Silicon Labs' property and Silicon Labs shall be the sole owner of all Intellectual Property Rights in connection with such Inventions. Silicon Labs may freely develop and alter such Inventions, and license, sub-license and assign them to third parties without obtaining my prior consent. If any Invention or Intellectual Property Rights cannot be assigned under applicable law, I grant to Silicon Labs an exclusive, paid-up, assignable, irrevocable, perpetual, worldwide, royalty-free, unlimited license that can be sublicensed (through one or multiple tiers), to use, reproduce, distribute, create derivative works of, publicly perform, publicly display and digitally perform and display such work in any media or form now known or hereafter known. Outside the scope of my service, I agree not to (a) distribute, modify, adapt, alter, translate, or create derivative works from any such work of authorship or (b) merge any such work of authorship with other Inventions.

2.4 During and subsequent to my internship with the Silicon Labs Group, I will perform all acts necessary to permit and assist Silicon Labs in documenting, perfecting, obtaining, maintaining, defending, and enforcing Intellectual Property Rights and/or my assignment with respect to such Inventions in any and all countries. This includes executing documents and cooperating in legal proceedings. I agree that such actions will be without compensation, but at Silicon Labs' expense. I irrevocably designate and appoint Silicon Labs and its duly authorized officers and agents, as my agents and attorneys-in-fact to act for and on my behalf and instead of me, to execute and file any documents and to do all other lawfully permitted acts to further the above purposes with the same legal force and effect as if executed by me.

2.5 Any assignment of copyright hereunder includes all rights of paternity, integrity, disclosure, and withdrawal, and any other rights that may be known as or referred to as "**Moral Rights.**" If Moral Rights cannot be assigned under applicable law and the following is allowed by the laws in the various countries where Moral Rights exist, I waive such Moral Rights and consent to any action of Silicon Labs that would violate such Moral Rights in the absence of such consent. I will confirm any such waivers and consents from time to time as requested by Silicon Labs.

2.6 Notwithstanding the provisions of Section 19(4) of the Copyright Act, 1957, all the assignment under this Agreement in so far as it relates to copyrightable material shall not lapse nor the rights transferred therein revert to me, even if Silicon Labs does not exercise the rights under the assignment within a period of one year from the date of assignment. I waive any right to and shall not raise any objection or claims to the Copyright Board with respect to the assignment, pursuant to Section 19A of the Copyright Act, 1957.

2.7 I will not create any Inventions that are unoriginal or defame the Silicon Labs Group, its employees, officers, directors, consultants, agents, or any third party or constitute a violation of the rights of privacy of Silicon Labs' other employees or any third party.

2.8 I will keep complete, accurate, and authentic information and records on all Inventions. Such information and records, including copies, will be Silicon Labs' property and are considered Proprietary Information and therefore subject to Article 1. I will promptly surrender all such original and electronic or printed copies of such information and records when requested or within 24 hours from the end of my internship.

2.9 I acknowledge and agree that nothing in this Agreement grants me, by implication, estoppel or otherwise: (a) a license to any rights in a Silicon Labs Invention or any Ownership Rights therein or (b) a license regarding and of Silicon Labs' existing or future Ownership Rights. If I desire to identify and state specifically that certain prior inventions are not subject to this Agreement (collectively, "**Retained Inventions**"), I will complete the Retained Inventions Statement attached as Schedule A to this Agreement. If I incorporate or help incorporate any Retained Inventions into an Invention, product or service, or rely upon any Retained Invention in discovering, developing, creating, conceiving, or reducing to practice any Invention, product or service, I hereby grant to the Company a nonexclusive, paid-up, assignable, irrevocable, perpetual, worldwide, royalty-free license that can be sub-licensed (through one or multiple tiers), to all Intellectual Property Rights in such Retained Inventions.

2.10 **CONSENT TO PHOTOGRAPHY AND OTHER RECORDINGS.** I agree that my name, voice, picture and likeness may be used in Silicon Labs' advertising, training aids, and other materials that relate to the business of Silicon Labs without payment of separate compensation to me. I will not issue or release any articles, advertising, publicity, or other matter relating to Silicon Labs, or provide any information regarding Silicon Labs to any other person intending to do so, without Silicon Labs' specific written consent.

### 3. CHOICE OF LAW

3.1 I agree and consent to service by mail of any paper initiating any suit, action, or proceeding at the address set forth on my pay statement. I will update my address with Silicon Labs whenever a change in address occurs. I waive any objection to service by mail where Silicon Labs addresses service to the most recent address provided by me.

3.2 I agree that the laws of India shall apply to any suit, action, or other legal proceeding arising out of or relating to this Agreement, regardless of any contrary common law or statutory provisions related to conflicts of laws. The courts at Hyderabad shall have exclusive jurisdiction over all disputes or claims between the Parties under this Agreement.

4. **ASSIGNMENT.** I will not assign my rights or delegate any duties or obligations under this Agreement. The Agreement will be binding upon my heirs, executors, administrators, and other legal representatives. The rights and obligations of Silicon Labs under this Agreement shall inure to the benefit of and be binding upon the successors and assigns of Silicon Labs and Silicon Labs may freely assign its rights hereunder.

5. **SEVERABILITY.** If any provision of this Agreement is held to be unenforceable, such provision will be distinct and severable from the other provisions of this Agreement, and such unenforceability will not affect the validity and enforceability of the remaining provisions. If a court holds that the Agreed Period, scope, or any other restriction stated in any provision of this Agreement is unreasonable under circumstances then existing, the parties agree that the maximum duration, scope, or other restriction that the court deems reasonable under such circumstances will be substituted and that the court will have the power to revise any of those restrictions to cover the maximum period, scope, and/or other restriction permitted by law. It is the intent of the parties that the court, in establishing any such substitute restriction, recognize that the parties' desire is that the stated restrictions upon which the parties have agreed be honored to the maximum lawful extent.

### 6. MISCELLANEOUS

6.1 The waiver by Silicon Labs of any provision of this Agreement, or the waiver by Silicon Labs of a breach of any provision of this Agreement by me, shall not operate or be construed as a further or continuing waiver of any subsequent breach by me.

6.2 This Agreement constitutes the sole and entire agreement between the parties relating to its subject matter, and it supersedes and cancels all previous written or verbal agreements or understandings between the parties except that this Agreement shall not be deemed to supersede or cancel any obligations of me under any deferred compensation or stock option award plan to which I may be a party.

6.3 I have carefully read and fully understand all provisions of this Agreement and am knowingly and voluntarily entering into this Agreement. I understand and agree that certain provisions of this Agreement, including Articles 1, 1.3, 2.10, 3, 5 and 6, survive termination of my internship with Silicon Labs for any reason and represent continuing obligations of me to Silicon Labs.

IN WITNESS WHEREOF, I have executed this Agreement on the date set forth below.

Intern Signature:

Print Name: V L VARSHINI

Date: 9/12/2022

**Annexure A to Proprietary Information and Inventions Assignment Agreement**

**Prior Inventions Statement**

The following is a complete list of all the Prior Inventions in accordance with Section 2.9 of the Proprietary Information and Inventions Assignment Agreement.

NA  
\_\_\_\_\_ I have no inventions to disclose.

NA  
\_\_\_\_\_ Below is a complete and accurate list of Prior Inventions, as that term is defined in the Agreement to which this Annexure A is attached.

| Disclosure # | Invention Title |
|--------------|-----------------|
| NA           |                 |
| _____        | _____           |
| _____        | _____           |
| _____        | _____           |
| _____        | _____           |
| _____        | _____           |
| _____        | _____           |
| _____        | _____           |
| _____        | _____           |

Hemavathy K N  
By: \_\_\_\_\_

Print Name: Hemavathy K N  
\_\_\_\_\_



**SILABS** INDIA PRIVATE LIMITED (A Silicon Labs Company)

PRIVATE AND CONFIDENTIAL

September 12, 2022

Dear V L VARSHINI,

We are pleased to offer you an internship with Silabs India Private Limited (“Silicon Labs”). Your internship, should you accept, will begin on January 09, 2023 (the “Effective Date”) for the duration of 6 months and extendable.


- 1) You will be compensated Rs. 35000/- per month and Rs. 1755442/- per annum.
- 2) In addition to the duties that were outlined during your selection, you shall perform such other duties that are associated with the position and as Silicon Labs’ authorized representative deem necessary from time to time.
- 3) Although Silicon Labs expects the internship arrangement to be fruitful, the company reserves the right to terminate it based on circumstances with one month’s notice. Likewise, if due to any exigency, you wish to discontinue, you can do so with one month’s notice.
- 4) You shall dedicate your complete efforts and time to the company and agree to perform your duties faithfully and to the best of your ability. During your internship, you will abide by the Company’s policies. You agree not to engage in any other engagement, occupation or consulting activity for any direct or indirect remuneration without the prior written approval from a Silicon Labs authorized representative.
- 5) You must execute the Proprietary Information and Inventions Assignment Agreement (the “PIIA”) attached to this offer which shall take effect on the Effective Date.

**SILABS** INDIA PRIVATE LIMITED (A Silicon Labs Company)

Salarpuria Sattva Knowledge City, Octave Building,  
2nd & 3rd Floor, Unit 03-(Part), Parcel-4, Survey No. 83/1, Plot No 2, Serilingampally Mandal,  
Raidurgam Village, Ranga Reddy Dist: Hyderabad, Telangana – 500081 | Website: [silabs.com](http://silabs.com)  
CIN: U72900TG2020PTC139507

This letter agreement supersedes and replaces any prior understandings or agreements, whether oral, written or implied, between you and the Company regarding the matters described in this letter. We hope that this paid internship will be favorably received, and we look forward to you interning at Silicon Labs.

Sincerely,

DocuSigned by:  
  
BE99C454E699439...

Néstor Ho  
Director  
Silabs India Private Limited

I accept the terms of this offer letter.

Signed: \_\_\_\_\_

Date: 9/12/2022

**SILABS INDIA PRIVATE LIMITED** (A Silicon Labs Company)

Salarpuria Sattva Knowledge City, Octave Building,  
2nd & 3rd Floor, Unit 03-(Part), Parcel-4, Survey No. 83/1, Plot No 2, Serilingampally Mandal,  
Raidurgam Village, Ranga Reddy Dist: Hyderabad, Telangana – 500081 | Website: [silabs.com](http://silabs.com)  
CIN: U72900TG2020PTC139507

## Proprietary Information and Inventions Assignment Agreement

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V L VARSHINI Intern (Print): \_\_\_\_\_

This Proprietary Information and Inventions Assignment Agreement ("Agreement") is made and entered into by Hemavathy K N ("Intern") and **Silabs India Private Limited** (CIN: U72900TG2020PTC139507) ("Silicon Labs" or "the Company") in furtherance to the Intern's internship contract dated January 09, 2023. The Intern and Silicon Labs are collectively referred to as the "Parties" and individually as the "Party."

In consideration of (i) my internship with Silicon Labs, (ii) specialized training in Silicon Labs' business and access to Silicon Labs' proprietary and confidential information that will be provided to me during my internship, and (iii) the compensation and additional benefits that will be paid or granted to me during my internship I agree to the terms set forth below.

The terms of this Agreement apply throughout my internship at Silicon Labs or any of its subsidiaries or affiliated companies, commencing with the first day of my internship at Silicon Labs, as set forth above.

### 1. PROPRIETARY INFORMATION

1.1 The term "**Proprietary Information**" refers to:

(a) all information belonging to, or otherwise relating to the business of, Silicon Labs or its parent, subsidiaries and affiliates (together the "**Silicon Labs Group**"), that is not generally known, and which the Silicon Labs Group has taken reasonable measures under the circumstances to protect from unauthorized use or disclosure; and

(b) all information belonging to, or otherwise relating to the business of a third party, that is not generally known, and which was disclosed by that third party to the Silicon Labs Group in strict confidence.

I understand that Proprietary Information may be contained in any medium, whether oral or written and may not be explicitly marked as proprietary, confidential or a trade secret. If I have questions about whether something is Proprietary Information, I will promptly ask Silicon Labs' Legal Department. I understand that common examples of Proprietary Information are:

- (i) Technical information that is in use, planned, or under development, such as information concerning the manufacturing, testing, and assembly of Silicon Labs' products, specifications and block diagrams of Silicon Labs' products, improvements, ideas, conceptions, compilations of data, data, processes, discoveries, formulas, and compositions of matter and processes relating to the Silicon Labs Group;
- (ii) Business information, such as information concerning business plans, operations, products, corporate strategies, marketing, sales, inventions, designs, costs, legal



strategies, finances, employees, current and prospective customers, licensees, or licensors;

- (iii) Information relating to future plans, such as marketing strategies, new product research, pending projects and proposals, proprietary production processes, research and development strategies, and similar items; and
- (iv) All “trade secrets” within the meaning of the Uniform Trade Secrets Act. I hereby waive any requirement that Silicon Labs submit proof of the economic value of any trade secret or, to the fullest extent permitted by law, to post a bond or other security to enforce its rights under applicable law.

## **1.2 Non-Disclosure**

(a) Except when acting within the scope of my duties or with prior written authorization from the General Counsel or duly-authorized officer of Silicon Labs, I will not use, disclose, or reveal to any person any Proprietary Information provided to me or discovered by me before or during my internship with Silicon Labs.

(b) I will comply with Section 1.2 during and after my internship at Silicon Labs. Nothing in this Section 1.2 shall limit my non-disclosure obligations under any applicable rule, statute, regulation or other Company policy.

At the end of my internship or upon written request from the Company, I will immediately return all Proprietary Information and all electronic or printed copies, containing or in any way pertaining to confidential or Proprietary Information to Silicon Labs.

**1.3 Remedies for Breach.** I agree that my violation of this Agreement would cause irreparable harm to Silicon Labs. Accordingly, in the event of my actual or threatened breach of the provisions of this Agreement, Silicon Labs, in addition to all other rights, will be entitled to seek an injunction restraining me from breaching this Agreement.

## **2. RIGHTS IN DEVELOPMENTS**

**2.1** The term “*Inventions*” refers to each discovery, formulae, idea, improvement, work of authorship, or invention that I make, create, conceive, reduce to practice, develop, or discover, in whole or in part, alone or with others:

- (a) in the performance of any work for Silicon Labs;
- (b) which relates to Silicon Labs’ business; or
- (c) which results from any work performed for Silicon Labs or the use of Silicon Labs’ equipment, supplies, facilities or information.

**2.2** The term “*Intellectual Property Rights*” refers to all trade secrets, patent rights, copyrights, trademarks, Moral Rights (if recognized) and other intellectual property rights recognized by the laws of any jurisdiction or country.

2.3 I assign and agree to assign to Silicon Labs all of my rights to any Inventions (and all Intellectual Property Rights with respect thereto), absolutely and forever, throughout the world and for the full term of each right, including renewals and extensions. All Inventions, in whatever form, is Silicon Labs' property and Silicon Labs shall be the sole owner of all Intellectual Property Rights in connection with such Inventions. Silicon Labs may freely develop and alter such Inventions, and license, sub-license and assign them to third parties without obtaining my prior consent. If any Invention or Intellectual Property Rights cannot be assigned under applicable law, I grant to Silicon Labs an exclusive, paid-up, assignable, irrevocable, perpetual, worldwide, royalty-free, unlimited license that can be sublicensed (through one or multiple tiers), to use, reproduce, distribute, create derivative works of, publicly perform, publicly display and digitally perform and display such work in any media or form now known or hereafter known. Outside the scope of my service, I agree not to (a) distribute, modify, adapt, alter, translate, or create derivative works from any such work of authorship or (b) merge any such work of authorship with other Inventions.

2.4 During and subsequent to my internship with the Silicon Labs Group, I will perform all acts necessary to permit and assist Silicon Labs in documenting, perfecting, obtaining, maintaining, defending, and enforcing Intellectual Property Rights and/or my assignment with respect to such Inventions in any and all countries. This includes executing documents and cooperating in legal proceedings. I agree that such actions will be without compensation, but at Silicon Labs' expense. I irrevocably designate and appoint Silicon Labs and its duly authorized officers and agents, as my agents and attorneys-in-fact to act for and on my behalf and instead of me, to execute and file any documents and to do all other lawfully permitted acts to further the above purposes with the same legal force and effect as if executed by me.

2.5 Any assignment of copyright hereunder includes all rights of paternity, integrity, disclosure, and withdrawal, and any other rights that may be known as or referred to as "**Moral Rights.**" If Moral Rights cannot be assigned under applicable law and the following is allowed by the laws in the various countries where Moral Rights exist, I waive such Moral Rights and consent to any action of Silicon Labs that would violate such Moral Rights in the absence of such consent. I will confirm any such waivers and consents from time to time as requested by Silicon Labs.

2.6 Notwithstanding the provisions of Section 19(4) of the Copyright Act, 1957, all the assignment under this Agreement in so far as it relates to copyrightable material shall not lapse nor the rights transferred therein revert to me, even if Silicon Labs does not exercise the rights under the assignment within a period of one year from the date of assignment. I waive any right to and shall not raise any objection or claims to the Copyright Board with respect to the assignment, pursuant to Section 19A of the Copyright Act, 1957.

2.7 I will not create any Inventions that are unoriginal or defame the Silicon Labs Group, its employees, officers, directors, consultants, agents, or any third party or constitute a violation of the rights of privacy of Silicon Labs' other employees or any third party.

2.8 I will keep complete, accurate, and authentic information and records on all Inventions. Such information and records, including copies, will be Silicon Labs' property and are considered Proprietary Information and therefore subject to Article 1. I will promptly surrender all such original and electronic or printed copies of such information and records when requested or within 24 hours from the end of my internship.

2.9 I acknowledge and agree that nothing in this Agreement grants me, by implication, estoppel or otherwise: (a) a license to any rights in a Silicon Labs Invention or any Ownership Rights therein or (b) a license regarding and of Silicon Labs' existing or future Ownership Rights. If I desire to identify and state specifically that certain prior inventions are not subject to this Agreement (collectively, "**Retained Inventions**"), I will complete the Retained Inventions Statement attached as Schedule A to this Agreement. If I incorporate or help incorporate any Retained Inventions into an Invention, product or service, or rely upon any Retained Invention in discovering, developing, creating, conceiving, or reducing to practice any Invention, product or service, I hereby grant to the Company a nonexclusive, paid-up, assignable, irrevocable, perpetual, worldwide, royalty-free license that can be sub-licensed (through one or multiple tiers), to all Intellectual Property Rights in such Retained Inventions.

2.10 **CONSENT TO PHOTOGRAPHY AND OTHER RECORDINGS.** I agree that my name, voice, picture and likeness may be used in Silicon Labs' advertising, training aids, and other materials that relate to the business of Silicon Labs without payment of separate compensation to me. I will not issue or release any articles, advertising, publicity, or other matter relating to Silicon Labs, or provide any information regarding Silicon Labs to any other person intending to do so, without Silicon Labs' specific written consent.

### 3. CHOICE OF LAW

3.1 I agree and consent to service by mail of any paper initiating any suit, action, or proceeding at the address set forth on my pay statement. I will update my address with Silicon Labs whenever a change in address occurs. I waive any objection to service by mail where Silicon Labs addresses service to the most recent address provided by me.

3.2 I agree that the laws of India shall apply to any suit, action, or other legal proceeding arising out of or relating to this Agreement, regardless of any contrary common law or statutory provisions related to conflicts of laws. The courts at Hyderabad shall have exclusive jurisdiction over all disputes or claims between the Parties under this Agreement.

4. **ASSIGNMENT.** I will not assign my rights or delegate any duties or obligations under this Agreement. The Agreement will be binding upon my heirs, executors, administrators, and other legal representatives. The rights and obligations of Silicon Labs under this Agreement shall inure to the benefit of and be binding upon the successors and assigns of Silicon Labs and Silicon Labs may freely assign its rights hereunder.

5. **SEVERABILITY.** If any provision of this Agreement is held to be unenforceable, such provision will be distinct and severable from the other provisions of this Agreement, and such unenforceability will not affect the validity and enforceability of the remaining provisions. If a court holds that the Agreed Period, scope, or any other restriction stated in any provision of this Agreement is unreasonable under circumstances then existing, the parties agree that the maximum duration, scope, or other restriction that the court deems reasonable under such circumstances will be substituted and that the court will have the power to revise any of those restrictions to cover the maximum period, scope, and/or other restriction permitted by law. It is the intent of the parties that the court, in establishing any such substitute restriction, recognize that the parties' desire is that the stated restrictions upon which the parties have agreed be honored to the maximum lawful extent.

### 6. MISCELLANEOUS

6.1 The waiver by Silicon Labs of any provision of this Agreement, or the waiver by Silicon Labs of a breach of any provision of this Agreement by me, shall not operate or be construed as a further or continuing waiver of any subsequent breach by me.

6.2 This Agreement constitutes the sole and entire agreement between the parties relating to its subject matter, and it supersedes and cancels all previous written or verbal agreements or understandings between the parties except that this Agreement shall not be deemed to supersede or cancel any obligations of me under any deferred compensation or stock option award plan to which I may be a party.

6.3 I have carefully read and fully understand all provisions of this Agreement and am knowingly and voluntarily entering into this Agreement. I understand and agree that certain provisions of this Agreement, including Articles 1, 1.3, 2.10, 3, 5 and 6, survive termination of my internship with Silicon Labs for any reason and represent continuing obligations of me to Silicon Labs.

IN WITNESS WHEREOF, I have executed this Agreement on the date set forth below.

Intern Signature:

Print Name: V L VARSHINI

Date: 9/12/2022

**Annexure A to Proprietary Information and Inventions Assignment Agreement**

**Prior Inventions Statement**

The following is a complete list of all the Prior Inventions in accordance with Section 2.9 of the Proprietary Information and Inventions Assignment Agreement.

NA  
\_\_\_\_\_ I have no inventions to disclose.

NA  
\_\_\_\_\_ Below is a complete and accurate list of Prior Inventions, as that term is defined in the Agreement to which this Annexure A is attached.

| Disclosure # | Invention Title |
|--------------|-----------------|
| NA           |                 |
| _____        | _____           |
| _____        | _____           |
| _____        | _____           |
| _____        | _____           |
| _____        | _____           |
| _____        | _____           |
| _____        | _____           |
| _____        | _____           |

Hemavathy K N  
By: \_\_\_\_\_

Print Name: Hemavathy K N  
\_\_\_\_\_



**SILABS** INDIA PRIVATE LIMITED (A Silicon Labs Company)

PRIVATE AND CONFIDENTIAL

September 12, 2022

Dear VENKATBHARAT POLENENI,

We are pleased to offer you an internship with Silabs India Private Limited (“Silicon Labs”). Your internship, should you accept, will begin on January 09, 2023 (the “Effective Date”) for the duration of 6 months and extendable.


- 1) You will be compensated Rs. 35000/- per month and Rs. 1755442/- per annum.
- 2) In addition to the duties that were outlined during your selection, you shall perform such other duties that are associated with the position and as Silicon Labs’ authorized representative deem necessary from time to time.
- 3) Although Silicon Labs expects the internship arrangement to be fruitful, the company reserves the right to terminate it based on circumstances with one month’s notice. Likewise, if due to any exigency, you wish to discontinue, you can do so with one month’s notice.
- 4) You shall dedicate your complete efforts and time to the company and agree to perform your duties faithfully and to the best of your ability. During your internship, you will abide by the Company’s policies. You agree not to engage in any other engagement, occupation or consulting activity for any direct or indirect remuneration without the prior written approval from a Silicon Labs authorized representative.
- 5) You must execute the Proprietary Information and Inventions Assignment Agreement (the “PIIA”) attached to this offer which shall take effect on the Effective Date.

**SILABS** INDIA PRIVATE LIMITED (A Silicon Labs Company)

Salarpuria Sattva Knowledge City, Octave Building,  
2nd & 3rd Floor, Unit 03-(Part), Parcel-4, Survey No. 83/1, Plot No 2, Serilingampally Mandal,  
Raidurgam Village, Ranga Reddy Dist: Hyderabad, Telangana – 500081 | Website: [silabs.com](http://silabs.com)  
CIN: U72900TG2020PTC139507

This letter agreement supersedes and replaces any prior understandings or agreements, whether oral, written or implied, between you and the Company regarding the matters described in this letter. We hope that this paid internship will be favorably received, and we look forward to you interning at Silicon Labs.

Sincerely,

DocuSigned by:  
  
BE99C454E699439...

Néstor Ho  
Director  
Silabs India Private Limited

I accept the terms of this offer letter.

Signed: \_\_\_\_\_

Date: 9/12/2022

**SILABS INDIA PRIVATE LIMITED** (A Silicon Labs Company)

Salarpuria Sattva Knowledge City, Octave Building,  
2nd & 3rd Floor, Unit 03-(Part), Parcel-4, Survey No. 83/1, Plot No 2, Serilingampally Mandal,  
Raidurgam Village, Ranga Reddy Dist: Hyderabad, Telangana – 500081 | Website: [silabs.com](http://silabs.com)  
CIN: U72900TG2020PTC139507

## Proprietary Information and Inventions Assignment Agreement

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VENKATBHARAT POLENENI

Intern (Print): \_\_\_\_\_

This Proprietary Information and Inventions Assignment Agreement ("Agreement") is made and entered into by Hemavathy K N ("Intern") and **Silabs India Private Limited** (CIN: U72900TG2020PTC139507) ("Silicon Labs" or "the Company") in furtherance to the Intern's internship contract dated January 09, 2023. The Intern and Silicon Labs are collectively referred to as the "Parties" and individually as the "Party."

In consideration of (i) my internship with Silicon Labs, (ii) specialized training in Silicon Labs' business and access to Silicon Labs' proprietary and confidential information that will be provided to me during my internship, and (iii) the compensation and additional benefits that will be paid or granted to me during my internship I agree to the terms set forth below.

The terms of this Agreement apply throughout my internship at Silicon Labs or any of its subsidiaries or affiliated companies, commencing with the first day of my internship at Silicon Labs, as set forth above.

### 1. PROPRIETARY INFORMATION

1.1 The term "**Proprietary Information**" refers to:

(a) all information belonging to, or otherwise relating to the business of, Silicon Labs or its parent, subsidiaries and affiliates (together the "**Silicon Labs Group**"), that is not generally known, and which the Silicon Labs Group has taken reasonable measures under the circumstances to protect from unauthorized use or disclosure; and

(b) all information belonging to, or otherwise relating to the business of a third party, that is not generally known, and which was disclosed by that third party to the Silicon Labs Group in strict confidence.

I understand that Proprietary Information may be contained in any medium, whether oral or written and may not be explicitly marked as proprietary, confidential or a trade secret. If I have questions about whether something is Proprietary Information, I will promptly ask Silicon Labs' Legal Department. I understand that common examples of Proprietary Information are:

- (i) Technical information that is in use, planned, or under development, such as information concerning the manufacturing, testing, and assembly of Silicon Labs' products, specifications and block diagrams of Silicon Labs' products, improvements, ideas, conceptions, compilations of data, data, processes, discoveries, formulas, and compositions of matter and processes relating to the Silicon Labs Group;
- (ii) Business information, such as information concerning business plans, operations, products, corporate strategies, marketing, sales, inventions, designs, costs, legal



strategies, finances, employees, current and prospective customers, licensees, or licensors;

- (iii) Information relating to future plans, such as marketing strategies, new product research, pending projects and proposals, proprietary production processes, research and development strategies, and similar items; and
- (iv) All “trade secrets” within the meaning of the Uniform Trade Secrets Act. I hereby waive any requirement that Silicon Labs submit proof of the economic value of any trade secret or, to the fullest extent permitted by law, to post a bond or other security to enforce its rights under applicable law.

## **1.2 Non-Disclosure**

(a) Except when acting within the scope of my duties or with prior written authorization from the General Counsel or duly-authorized officer of Silicon Labs, I will not use, disclose, or reveal to any person any Proprietary Information provided to me or discovered by me before or during my internship with Silicon Labs.

(b) I will comply with Section 1.2 during and after my internship at Silicon Labs. Nothing in this Section 1.2 shall limit my non-disclosure obligations under any applicable rule, statute, regulation or other Company policy.

At the end of my internship or upon written request from the Company, I will immediately return all Proprietary Information and all electronic or printed copies, containing or in any way pertaining to confidential or Proprietary Information to Silicon Labs.

**1.3 Remedies for Breach.** I agree that my violation of this Agreement would cause irreparable harm to Silicon Labs. Accordingly, in the event of my actual or threatened breach of the provisions of this Agreement, Silicon Labs, in addition to all other rights, will be entitled to seek an injunction restraining me from breaching this Agreement.

## **2. RIGHTS IN DEVELOPMENTS**

**2.1** The term “*Inventions*” refers to each discovery, formulae, idea, improvement, work of authorship, or invention that I make, create, conceive, reduce to practice, develop, or discover, in whole or in part, alone or with others:

- (a) in the performance of any work for Silicon Labs;
- (b) which relates to Silicon Labs’ business; or
- (c) which results from any work performed for Silicon Labs or the use of Silicon Labs’ equipment, supplies, facilities or information.

**2.2** The term “*Intellectual Property Rights*” refers to all trade secrets, patent rights, copyrights, trademarks, Moral Rights (if recognized) and other intellectual property rights recognized by the laws of any jurisdiction or country.

2.3 I assign and agree to assign to Silicon Labs all of my rights to any Inventions (and all Intellectual Property Rights with respect thereto), absolutely and forever, throughout the world and for the full term of each right, including renewals and extensions. All Inventions, in whatever form, is Silicon Labs' property and Silicon Labs shall be the sole owner of all Intellectual Property Rights in connection with such Inventions. Silicon Labs may freely develop and alter such Inventions, and license, sub-license and assign them to third parties without obtaining my prior consent. If any Invention or Intellectual Property Rights cannot be assigned under applicable law, I grant to Silicon Labs an exclusive, paid-up, assignable, irrevocable, perpetual, worldwide, royalty-free, unlimited license that can be sublicensed (through one or multiple tiers), to use, reproduce, distribute, create derivative works of, publicly perform, publicly display and digitally perform and display such work in any media or form now known or hereafter known. Outside the scope of my service, I agree not to (a) distribute, modify, adapt, alter, translate, or create derivative works from any such work of authorship or (b) merge any such work of authorship with other Inventions.

2.4 During and subsequent to my internship with the Silicon Labs Group, I will perform all acts necessary to permit and assist Silicon Labs in documenting, perfecting, obtaining, maintaining, defending, and enforcing Intellectual Property Rights and/or my assignment with respect to such Inventions in any and all countries. This includes executing documents and cooperating in legal proceedings. I agree that such actions will be without compensation, but at Silicon Labs' expense. I irrevocably designate and appoint Silicon Labs and its duly authorized officers and agents, as my agents and attorneys-in-fact to act for and on my behalf and instead of me, to execute and file any documents and to do all other lawfully permitted acts to further the above purposes with the same legal force and effect as if executed by me.

2.5 Any assignment of copyright hereunder includes all rights of paternity, integrity, disclosure, and withdrawal, and any other rights that may be known as or referred to as "**Moral Rights.**" If Moral Rights cannot be assigned under applicable law and the following is allowed by the laws in the various countries where Moral Rights exist, I waive such Moral Rights and consent to any action of Silicon Labs that would violate such Moral Rights in the absence of such consent. I will confirm any such waivers and consents from time to time as requested by Silicon Labs.

2.6 Notwithstanding the provisions of Section 19(4) of the Copyright Act, 1957, all the assignment under this Agreement in so far as it relates to copyrightable material shall not lapse nor the rights transferred therein revert to me, even if Silicon Labs does not exercise the rights under the assignment within a period of one year from the date of assignment. I waive any right to and shall not raise any objection or claims to the Copyright Board with respect to the assignment, pursuant to Section 19A of the Copyright Act, 1957.

2.7 I will not create any Inventions that are unoriginal or defame the Silicon Labs Group, its employees, officers, directors, consultants, agents, or any third party or constitute a violation of the rights of privacy of Silicon Labs' other employees or any third party.

2.8 I will keep complete, accurate, and authentic information and records on all Inventions. Such information and records, including copies, will be Silicon Labs' property and are considered Proprietary Information and therefore subject to Article 1. I will promptly surrender all such original and electronic or printed copies of such information and records when requested or within 24 hours from the end of my internship.

2.9 I acknowledge and agree that nothing in this Agreement grants me, by implication, estoppel or otherwise: (a) a license to any rights in a Silicon Labs Invention or any Ownership Rights therein or (b) a license regarding and of Silicon Labs' existing or future Ownership Rights. If I desire to identify and state specifically that certain prior inventions are not subject to this Agreement (collectively, "**Retained Inventions**"), I will complete the Retained Inventions Statement attached as Schedule A to this Agreement. If I incorporate or help incorporate any Retained Inventions into an Invention, product or service, or rely upon any Retained Invention in discovering, developing, creating, conceiving, or reducing to practice any Invention, product or service, I hereby grant to the Company a nonexclusive, paid-up, assignable, irrevocable, perpetual, worldwide, royalty-free license that can be sub-licensed (through one or multiple tiers), to all Intellectual Property Rights in such Retained Inventions.

2.10 **CONSENT TO PHOTOGRAPHY AND OTHER RECORDINGS.** I agree that my name, voice, picture and likeness may be used in Silicon Labs' advertising, training aids, and other materials that relate to the business of Silicon Labs without payment of separate compensation to me. I will not issue or release any articles, advertising, publicity, or other matter relating to Silicon Labs, or provide any information regarding Silicon Labs to any other person intending to do so, without Silicon Labs' specific written consent.

### 3. CHOICE OF LAW

3.1 I agree and consent to service by mail of any paper initiating any suit, action, or proceeding at the address set forth on my pay statement. I will update my address with Silicon Labs whenever a change in address occurs. I waive any objection to service by mail where Silicon Labs addresses service to the most recent address provided by me.

3.2 I agree that the laws of India shall apply to any suit, action, or other legal proceeding arising out of or relating to this Agreement, regardless of any contrary common law or statutory provisions related to conflicts of laws. The courts at Hyderabad shall have exclusive jurisdiction over all disputes or claims between the Parties under this Agreement.

4. **ASSIGNMENT.** I will not assign my rights or delegate any duties or obligations under this Agreement. The Agreement will be binding upon my heirs, executors, administrators, and other legal representatives. The rights and obligations of Silicon Labs under this Agreement shall inure to the benefit of and be binding upon the successors and assigns of Silicon Labs and Silicon Labs may freely assign its rights hereunder.

5. **SEVERABILITY.** If any provision of this Agreement is held to be unenforceable, such provision will be distinct and severable from the other provisions of this Agreement, and such unenforceability will not affect the validity and enforceability of the remaining provisions. If a court holds that the Agreed Period, scope, or any other restriction stated in any provision of this Agreement is unreasonable under circumstances then existing, the parties agree that the maximum duration, scope, or other restriction that the court deems reasonable under such circumstances will be substituted and that the court will have the power to revise any of those restrictions to cover the maximum period, scope, and/or other restriction permitted by law. It is the intent of the parties that the court, in establishing any such substitute restriction, recognize that the parties' desire is that the stated restrictions upon which the parties have agreed be honored to the maximum lawful extent.

### 6. MISCELLANEOUS

6.1 The waiver by Silicon Labs of any provision of this Agreement, or the waiver by Silicon Labs of a breach of any provision of this Agreement by me, shall not operate or be construed as a further or continuing waiver of any subsequent breach by me.

6.2 This Agreement constitutes the sole and entire agreement between the parties relating to its subject matter, and it supersedes and cancels all previous written or verbal agreements or understandings between the parties except that this Agreement shall not be deemed to supersede or cancel any obligations of me under any deferred compensation or stock option award plan to which I may be a party.

6.3 I have carefully read and fully understand all provisions of this Agreement and am knowingly and voluntarily entering into this Agreement. I understand and agree that certain provisions of this Agreement, including Articles 1, 1.3, 2.10, 3, 5 and 6, survive termination of my internship with Silicon Labs for any reason and represent continuing obligations of me to Silicon Labs.

IN WITNESS WHEREOF, I have executed this Agreement on the date set forth below.

Intern Signature:

Print Name: V L VARSHINI

Date: 9/12/2022

**Annexure A to Proprietary Information and Inventions Assignment Agreement**

**Prior Inventions Statement**

The following is a complete list of all the Prior Inventions in accordance with Section 2.9 of the Proprietary Information and Inventions Assignment Agreement.

NA  
\_\_\_\_\_ I have no inventions to disclose.

NA  
\_\_\_\_\_ Below is a complete and accurate list of Prior Inventions, as that term is defined in the Agreement to which this Annexure A is attached.

| Disclosure # | Invention Title |
|--------------|-----------------|
| NA           |                 |
| _____        | _____           |
| _____        | _____           |
| _____        | _____           |
| _____        | _____           |
| _____        | _____           |
| _____        | _____           |
| _____        | _____           |
| _____        | _____           |

Hemavathy K N  
By: \_\_\_\_\_

Print Name: Hemavathy K N  
\_\_\_\_\_



**SILABS** INDIA PRIVATE LIMITED (A Silicon Labs Company)

PRIVATE AND CONFIDENTIAL

September 12, 2022

Dear VIDYASHREE PANDITH P N,

We are pleased to offer you an internship with Silabs India Private Limited (“Silicon Labs”). Your internship, should you accept, will begin on January 09, 2023 (the “Effective Date”) for the duration of 6 months and extendable.


- 1) You will be compensated Rs. 35000/- per month and Rs. 1755442/- per annum.
- 2) In addition to the duties that were outlined during your selection, you shall perform such other duties that are associated with the position and as Silicon Labs’ authorized representative deem necessary from time to time.
- 3) Although Silicon Labs expects the internship arrangement to be fruitful, the company reserves the right to terminate it based on circumstances with one month’s notice. Likewise, if due to any exigency, you wish to discontinue, you can do so with one month’s notice.
- 4) You shall dedicate your complete efforts and time to the company and agree to perform your duties faithfully and to the best of your ability. During your internship, you will abide by the Company’s policies. You agree not to engage in any other engagement, occupation or consulting activity for any direct or indirect remuneration without the prior written approval from a Silicon Labs authorized representative.
- 5) You must execute the Proprietary Information and Inventions Assignment Agreement (the “PIIA”) attached to this offer which shall take effect on the Effective Date.

**SILABS** INDIA PRIVATE LIMITED (A Silicon Labs Company)

Salarpuria Sattva Knowledge City, Octave Building,  
2nd & 3rd Floor, Unit 03-(Part), Parcel-4, Survey No. 83/1, Plot No 2, Serilingampally Mandal,  
Raidurgam Village, Ranga Reddy Dist: Hyderabad, Telangana – 500081 | Website: [silabs.com](http://silabs.com)  
CIN: U72900TG2020PTC139507

This letter agreement supersedes and replaces any prior understandings or agreements, whether oral, written or implied, between you and the Company regarding the matters described in this letter. We hope that this paid internship will be favorably received, and we look forward to you interning at Silicon Labs.

Sincerely,

DocuSigned by:  
  
BE99C454E699439...

Néstor Ho  
Director  
Silabs India Private Limited

I accept the terms of this offer letter.

Signed: \_\_\_\_\_

Date: 9/12/2022

**SILABS INDIA PRIVATE LIMITED** (A Silicon Labs Company)

Salarpuria Sattva Knowledge City, Octave Building,  
2nd & 3rd Floor, Unit 03-(Part), Parcel-4, Survey No. 83/1, Plot No 2, Serilingampally Mandal,  
Raidurgam Village, Ranga Reddy Dist: Hyderabad, Telangana – 500081 | Website: [silabs.com](http://silabs.com)  
CIN: U72900TG2020PTC139507

## Proprietary Information and Inventions Assignment Agreement

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VIDYASHREE PANDITH P N

Intern (Print): \_\_\_\_\_

This Proprietary Information and Inventions Assignment Agreement ("Agreement") is made and entered into by Hemavathy K N ("Intern") and **Silabs India Private Limited** (CIN: U72900TG2020PTC139507) ("Silicon Labs" or "the Company") in furtherance to the Intern's internship contract dated January 09, 2023. The Intern and Silicon Labs are collectively referred to as the "Parties" and individually as the "Party."

In consideration of (i) my internship with Silicon Labs, (ii) specialized training in Silicon Labs' business and access to Silicon Labs' proprietary and confidential information that will be provided to me during my internship, and (iii) the compensation and additional benefits that will be paid or granted to me during my internship I agree to the terms set forth below.

The terms of this Agreement apply throughout my internship at Silicon Labs or any of its subsidiaries or affiliated companies, commencing with the first day of my internship at Silicon Labs, as set forth above.

### 1. PROPRIETARY INFORMATION

1.1 The term "**Proprietary Information**" refers to:

(a) all information belonging to, or otherwise relating to the business of, Silicon Labs or its parent, subsidiaries and affiliates (together the "**Silicon Labs Group**"), that is not generally known, and which the Silicon Labs Group has taken reasonable measures under the circumstances to protect from unauthorized use or disclosure; and

(b) all information belonging to, or otherwise relating to the business of a third party, that is not generally known, and which was disclosed by that third party to the Silicon Labs Group in strict confidence.

I understand that Proprietary Information may be contained in any medium, whether oral or written and may not be explicitly marked as proprietary, confidential or a trade secret. If I have questions about whether something is Proprietary Information, I will promptly ask Silicon Labs' Legal Department. I understand that common examples of Proprietary Information are:

- (i) Technical information that is in use, planned, or under development, such as information concerning the manufacturing, testing, and assembly of Silicon Labs' products, specifications and block diagrams of Silicon Labs' products, improvements, ideas, conceptions, compilations of data, data, processes, discoveries, formulas, and compositions of matter and processes relating to the Silicon Labs Group;
- (ii) Business information, such as information concerning business plans, operations, products, corporate strategies, marketing, sales, inventions, designs, costs, legal



strategies, finances, employees, current and prospective customers, licensees, or licensors;

- (iii) Information relating to future plans, such as marketing strategies, new product research, pending projects and proposals, proprietary production processes, research and development strategies, and similar items; and
- (iv) All “trade secrets” within the meaning of the Uniform Trade Secrets Act. I hereby waive any requirement that Silicon Labs submit proof of the economic value of any trade secret or, to the fullest extent permitted by law, to post a bond or other security to enforce its rights under applicable law.

## **1.2 Non-Disclosure**

(a) Except when acting within the scope of my duties or with prior written authorization from the General Counsel or duly-authorized officer of Silicon Labs, I will not use, disclose, or reveal to any person any Proprietary Information provided to me or discovered by me before or during my internship with Silicon Labs.

(b) I will comply with Section 1.2 during and after my internship at Silicon Labs. Nothing in this Section 1.2 shall limit my non-disclosure obligations under any applicable rule, statute, regulation or other Company policy.

At the end of my internship or upon written request from the Company, I will immediately return all Proprietary Information and all electronic or printed copies, containing or in any way pertaining to confidential or Proprietary Information to Silicon Labs.

**1.3 Remedies for Breach.** I agree that my violation of this Agreement would cause irreparable harm to Silicon Labs. Accordingly, in the event of my actual or threatened breach of the provisions of this Agreement, Silicon Labs, in addition to all other rights, will be entitled to seek an injunction restraining me from breaching this Agreement.

## **2. RIGHTS IN DEVELOPMENTS**

**2.1** The term “*Inventions*” refers to each discovery, formulae, idea, improvement, work of authorship, or invention that I make, create, conceive, reduce to practice, develop, or discover, in whole or in part, alone or with others:

- (a) in the performance of any work for Silicon Labs;
- (b) which relates to Silicon Labs’ business; or
- (c) which results from any work performed for Silicon Labs or the use of Silicon Labs’ equipment, supplies, facilities or information.

**2.2** The term “*Intellectual Property Rights*” refers to all trade secrets, patent rights, copyrights, trademarks, Moral Rights (if recognized) and other intellectual property rights recognized by the laws of any jurisdiction or country.

2.3 I assign and agree to assign to Silicon Labs all of my rights to any Inventions (and all Intellectual Property Rights with respect thereto), absolutely and forever, throughout the world and for the full term of each right, including renewals and extensions. All Inventions, in whatever form, is Silicon Labs' property and Silicon Labs shall be the sole owner of all Intellectual Property Rights in connection with such Inventions. Silicon Labs may freely develop and alter such Inventions, and license, sub-license and assign them to third parties without obtaining my prior consent. If any Invention or Intellectual Property Rights cannot be assigned under applicable law, I grant to Silicon Labs an exclusive, paid-up, assignable, irrevocable, perpetual, worldwide, royalty-free, unlimited license that can be sublicensed (through one or multiple tiers), to use, reproduce, distribute, create derivative works of, publicly perform, publicly display and digitally perform and display such work in any media or form now known or hereafter known. Outside the scope of my service, I agree not to (a) distribute, modify, adapt, alter, translate, or create derivative works from any such work of authorship or (b) merge any such work of authorship with other Inventions.

2.4 During and subsequent to my internship with the Silicon Labs Group, I will perform all acts necessary to permit and assist Silicon Labs in documenting, perfecting, obtaining, maintaining, defending, and enforcing Intellectual Property Rights and/or my assignment with respect to such Inventions in any and all countries. This includes executing documents and cooperating in legal proceedings. I agree that such actions will be without compensation, but at Silicon Labs' expense. I irrevocably designate and appoint Silicon Labs and its duly authorized officers and agents, as my agents and attorneys-in-fact to act for and on my behalf and instead of me, to execute and file any documents and to do all other lawfully permitted acts to further the above purposes with the same legal force and effect as if executed by me.

2.5 Any assignment of copyright hereunder includes all rights of paternity, integrity, disclosure, and withdrawal, and any other rights that may be known as or referred to as "**Moral Rights.**" If Moral Rights cannot be assigned under applicable law and the following is allowed by the laws in the various countries where Moral Rights exist, I waive such Moral Rights and consent to any action of Silicon Labs that would violate such Moral Rights in the absence of such consent. I will confirm any such waivers and consents from time to time as requested by Silicon Labs.

2.6 Notwithstanding the provisions of Section 19(4) of the Copyright Act, 1957, all the assignment under this Agreement in so far as it relates to copyrightable material shall not lapse nor the rights transferred therein revert to me, even if Silicon Labs does not exercise the rights under the assignment within a period of one year from the date of assignment. I waive any right to and shall not raise any objection or claims to the Copyright Board with respect to the assignment, pursuant to Section 19A of the Copyright Act, 1957.

2.7 I will not create any Inventions that are unoriginal or defame the Silicon Labs Group, its employees, officers, directors, consultants, agents, or any third party or constitute a violation of the rights of privacy of Silicon Labs' other employees or any third party.

2.8 I will keep complete, accurate, and authentic information and records on all Inventions. Such information and records, including copies, will be Silicon Labs' property and are considered Proprietary Information and therefore subject to Article 1. I will promptly surrender all such original and electronic or printed copies of such information and records when requested or within 24 hours from the end of my internship.

2.9 I acknowledge and agree that nothing in this Agreement grants me, by implication, estoppel or otherwise: (a) a license to any rights in a Silicon Labs Invention or any Ownership Rights therein or (b) a license regarding and of Silicon Labs' existing or future Ownership Rights. If I desire to identify and state specifically that certain prior inventions are not subject to this Agreement (collectively, "**Retained Inventions**"), I will complete the Retained Inventions Statement attached as Schedule A to this Agreement. If I incorporate or help incorporate any Retained Inventions into an Invention, product or service, or rely upon any Retained Invention in discovering, developing, creating, conceiving, or reducing to practice any Invention, product or service, I hereby grant to the Company a nonexclusive, paid-up, assignable, irrevocable, perpetual, worldwide, royalty-free license that can be sub-licensed (through one or multiple tiers), to all Intellectual Property Rights in such Retained Inventions.

2.10 **CONSENT TO PHOTOGRAPHY AND OTHER RECORDINGS.** I agree that my name, voice, picture and likeness may be used in Silicon Labs' advertising, training aids, and other materials that relate to the business of Silicon Labs without payment of separate compensation to me. I will not issue or release any articles, advertising, publicity, or other matter relating to Silicon Labs, or provide any information regarding Silicon Labs to any other person intending to do so, without Silicon Labs' specific written consent.

### 3. CHOICE OF LAW

3.1 I agree and consent to service by mail of any paper initiating any suit, action, or proceeding at the address set forth on my pay statement. I will update my address with Silicon Labs whenever a change in address occurs. I waive any objection to service by mail where Silicon Labs addresses service to the most recent address provided by me.

3.2 I agree that the laws of India shall apply to any suit, action, or other legal proceeding arising out of or relating to this Agreement, regardless of any contrary common law or statutory provisions related to conflicts of laws. The courts at Hyderabad shall have exclusive jurisdiction over all disputes or claims between the Parties under this Agreement.

4. **ASSIGNMENT.** I will not assign my rights or delegate any duties or obligations under this Agreement. The Agreement will be binding upon my heirs, executors, administrators, and other legal representatives. The rights and obligations of Silicon Labs under this Agreement shall inure to the benefit of and be binding upon the successors and assigns of Silicon Labs and Silicon Labs may freely assign its rights hereunder.

5. **SEVERABILITY.** If any provision of this Agreement is held to be unenforceable, such provision will be distinct and severable from the other provisions of this Agreement, and such unenforceability will not affect the validity and enforceability of the remaining provisions. If a court holds that the Agreed Period, scope, or any other restriction stated in any provision of this Agreement is unreasonable under circumstances then existing, the parties agree that the maximum duration, scope, or other restriction that the court deems reasonable under such circumstances will be substituted and that the court will have the power to revise any of those restrictions to cover the maximum period, scope, and/or other restriction permitted by law. It is the intent of the parties that the court, in establishing any such substitute restriction, recognize that the parties' desire is that the stated restrictions upon which the parties have agreed be honored to the maximum lawful extent.

### 6. MISCELLANEOUS

6.1 The waiver by Silicon Labs of any provision of this Agreement, or the waiver by Silicon Labs of a breach of any provision of this Agreement by me, shall not operate or be construed as a further or continuing waiver of any subsequent breach by me.

6.2 This Agreement constitutes the sole and entire agreement between the parties relating to its subject matter, and it supersedes and cancels all previous written or verbal agreements or understandings between the parties except that this Agreement shall not be deemed to supersede or cancel any obligations of me under any deferred compensation or stock option award plan to which I may be a party.

6.3 I have carefully read and fully understand all provisions of this Agreement and am knowingly and voluntarily entering into this Agreement. I understand and agree that certain provisions of this Agreement, including Articles 1, 1.3, 2.10, 3, 5 and 6, survive termination of my internship with Silicon Labs for any reason and represent continuing obligations of me to Silicon Labs.

IN WITNESS WHEREOF, I have executed this Agreement on the date set forth below.

Intern Signature:

Print Name: V L VARSHINI

Date: 9/12/2022

**Annexure A to Proprietary Information and Inventions Assignment Agreement**

**Prior Inventions Statement**

The following is a complete list of all the Prior Inventions in accordance with Section 2.9 of the Proprietary Information and Inventions Assignment Agreement.

NA  
\_\_\_\_\_ I have no inventions to disclose.

NA  
\_\_\_\_\_ Below is a complete and accurate list of Prior Inventions, as that term is defined in the Agreement to which this Annexure A is attached.

| Disclosure # | Invention Title |
|--------------|-----------------|
| NA           |                 |
| _____        | _____           |
| _____        | _____           |
| _____        | _____           |
| _____        | _____           |
| _____        | _____           |
| _____        | _____           |
| _____        | _____           |
| _____        | _____           |

Hemavathy K N  
By: \_\_\_\_\_

Print Name: Hemavathy K N  
\_\_\_\_\_



**SILABS** INDIA PRIVATE LIMITED (A Silicon Labs Company)

PRIVATE AND CONFIDENTIAL

September 12, 2022

Dear VINAYAKA K P,

We are pleased to offer you an internship with Silabs India Private Limited (“Silicon Labs”). Your internship, should you accept, will begin on January 09, 2023 (the “Effective Date”) for the duration of 6 months and extendable.


- 1) You will be compensated Rs. 35000/- per month and Rs. 1755442/- per annum.
- 2) In addition to the duties that were outlined during your selection, you shall perform such other duties that are associated with the position and as Silicon Labs’ authorized representative deem necessary from time to time.
- 3) Although Silicon Labs expects the internship arrangement to be fruitful, the company reserves the right to terminate it based on circumstances with one month’s notice. Likewise, if due to any exigency, you wish to discontinue, you can do so with one month’s notice.
- 4) You shall dedicate your complete efforts and time to the company and agree to perform your duties faithfully and to the best of your ability. During your internship, you will abide by the Company’s policies. You agree not to engage in any other engagement, occupation or consulting activity for any direct or indirect remuneration without the prior written approval from a Silicon Labs authorized representative.
- 5) You must execute the Proprietary Information and Inventions Assignment Agreement (the “PIIA”) attached to this offer which shall take effect on the Effective Date.

**SILABS** INDIA PRIVATE LIMITED (A Silicon Labs Company)

Salarpuria Sattva Knowledge City, Octave Building,  
2nd & 3rd Floor, Unit 03-(Part), Parcel-4, Survey No. 83/1, Plot No 2, Serilingampally Mandal,  
Raidurgam Village, Ranga Reddy Dist: Hyderabad, Telangana – 500081 | Website: [silabs.com](http://silabs.com)  
CIN: U72900TG2020PTC139507

This letter agreement supersedes and replaces any prior understandings or agreements, whether oral, written or implied, between you and the Company regarding the matters described in this letter. We hope that this paid internship will be favorably received, and we look forward to you interning at Silicon Labs.

Sincerely,

DocuSigned by:  
  
BE99C454E699439...

Néstor Ho  
Director  
Silabs India Private Limited

I accept the terms of this offer letter.

Signed: \_\_\_\_\_

Date: 9/12/2022

**SILABS INDIA PRIVATE LIMITED** (A Silicon Labs Company)

Salarpuria Sattva Knowledge City, Octave Building,  
2nd & 3rd Floor, Unit 03-(Part), Parcel-4, Survey No. 83/1, Plot No 2, Serilingampally Mandal,  
Raidurgam Village, Ranga Reddy Dist: Hyderabad, Telangana – 500081 | Website: [silabs.com](http://silabs.com)  
CIN: U72900TG2020PTC139507

## Proprietary Information and Inventions Assignment Agreement

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VINAYAKA K P

Intern (Print): \_\_\_\_\_

This Proprietary Information and Inventions Assignment Agreement ("Agreement") is made and entered into by Hemavathy K N ("Intern") and **Silabs India Private Limited** (CIN: U72900TG2020PTC139507) ("Silicon Labs" or "the Company") in furtherance to the Intern's internship contract dated January 09, 2023. The Intern and Silicon Labs are collectively referred to as the "Parties" and individually as the "Party."

In consideration of (i) my internship with Silicon Labs, (ii) specialized training in Silicon Labs' business and access to Silicon Labs' proprietary and confidential information that will be provided to me during my internship, and (iii) the compensation and additional benefits that will be paid or granted to me during my internship I agree to the terms set forth below.

The terms of this Agreement apply throughout my internship at Silicon Labs or any of its subsidiaries or affiliated companies, commencing with the first day of my internship at Silicon Labs, as set forth above.

### 1. PROPRIETARY INFORMATION

1.1 The term "***Proprietary Information***" refers to:

(a) all information belonging to, or otherwise relating to the business of, Silicon Labs or its parent, subsidiaries and affiliates (together the "***Silicon Labs Group***"), that is not generally known, and which the Silicon Labs Group has taken reasonable measures under the circumstances to protect from unauthorized use or disclosure; and

(b) all information belonging to, or otherwise relating to the business of a third party, that is not generally known, and which was disclosed by that third party to the Silicon Labs Group in strict confidence.

I understand that Proprietary Information may be contained in any medium, whether oral or written and may not be explicitly marked as proprietary, confidential or a trade secret. If I have questions about whether something is Proprietary Information, I will promptly ask Silicon Labs' Legal Department. I understand that common examples of Proprietary Information are:

- (i) Technical information that is in use, planned, or under development, such as information concerning the manufacturing, testing, and assembly of Silicon Labs' products, specifications and block diagrams of Silicon Labs' products, improvements, ideas, conceptions, compilations of data, data, processes, discoveries, formulas, and compositions of matter and processes relating to the Silicon Labs Group;
- (ii) Business information, such as information concerning business plans, operations, products, corporate strategies, marketing, sales, inventions, designs, costs, legal



strategies, finances, employees, current and prospective customers, licensees, or licensors;

- (iii) Information relating to future plans, such as marketing strategies, new product research, pending projects and proposals, proprietary production processes, research and development strategies, and similar items; and
- (iv) All “trade secrets” within the meaning of the Uniform Trade Secrets Act. I hereby waive any requirement that Silicon Labs submit proof of the economic value of any trade secret or, to the fullest extent permitted by law, to post a bond or other security to enforce its rights under applicable law.

## 1.2 Non-Disclosure

(a) Except when acting within the scope of my duties or with prior written authorization from the General Counsel or duly-authorized officer of Silicon Labs, I will not use, disclose, or reveal to any person any Proprietary Information provided to me or discovered by me before or during my internship with Silicon Labs.

(b) I will comply with Section 1.2 during and after my internship at Silicon Labs. Nothing in this Section 1.2 shall limit my non-disclosure obligations under any applicable rule, statute, regulation or other Company policy.

At the end of my internship or upon written request from the Company, I will immediately return all Proprietary Information and all electronic or printed copies, containing or in any way pertaining to confidential or Proprietary Information to Silicon Labs.

1.3 **Remedies for Breach.** I agree that my violation of this Agreement would cause irreparable harm to Silicon Labs. Accordingly, in the event of my actual or threatened breach of the provisions of this Agreement, Silicon Labs, in addition to all other rights, will be entitled to seek an injunction restraining me from breaching this Agreement.

## 2. RIGHTS IN DEVELOPMENTS

2.1 The term “**Inventions**” refers to each discovery, formulae, idea, improvement, work of authorship, or invention that I make, create, conceive, reduce to practice, develop, or discover, in whole or in part, alone or with others:

- (a) in the performance of any work for Silicon Labs;
- (b) which relates to Silicon Labs’ business; or
- (c) which results from any work performed for Silicon Labs or the use of Silicon Labs’ equipment, supplies, facilities or information.

2.2 The term “**Intellectual Property Rights**” refers to all trade secrets, patent rights, copyrights, trademarks, Moral Rights (if recognized) and other intellectual property rights recognized by the laws of any jurisdiction or country.

2.3 I assign and agree to assign to Silicon Labs all of my rights to any Inventions (and all Intellectual Property Rights with respect thereto), absolutely and forever, throughout the world and for the full term of each right, including renewals and extensions. All Inventions, in whatever form, is Silicon Labs' property and Silicon Labs shall be the sole owner of all Intellectual Property Rights in connection with such Inventions. Silicon Labs may freely develop and alter such Inventions, and license, sub-license and assign them to third parties without obtaining my prior consent. If any Invention or Intellectual Property Rights cannot be assigned under applicable law, I grant to Silicon Labs an exclusive, paid-up, assignable, irrevocable, perpetual, worldwide, royalty-free, unlimited license that can be sublicensed (through one or multiple tiers), to use, reproduce, distribute, create derivative works of, publicly perform, publicly display and digitally perform and display such work in any media or form now known or hereafter known. Outside the scope of my service, I agree not to (a) distribute, modify, adapt, alter, translate, or create derivative works from any such work of authorship or (b) merge any such work of authorship with other Inventions.

2.4 During and subsequent to my internship with the Silicon Labs Group, I will perform all acts necessary to permit and assist Silicon Labs in documenting, perfecting, obtaining, maintaining, defending, and enforcing Intellectual Property Rights and/or my assignment with respect to such Inventions in any and all countries. This includes executing documents and cooperating in legal proceedings. I agree that such actions will be without compensation, but at Silicon Labs' expense. I irrevocably designate and appoint Silicon Labs and its duly authorized officers and agents, as my agents and attorneys-in-fact to act for and on my behalf and instead of me, to execute and file any documents and to do all other lawfully permitted acts to further the above purposes with the same legal force and effect as if executed by me.

2.5 Any assignment of copyright hereunder includes all rights of paternity, integrity, disclosure, and withdrawal, and any other rights that may be known as or referred to as "**Moral Rights.**" If Moral Rights cannot be assigned under applicable law and the following is allowed by the laws in the various countries where Moral Rights exist, I waive such Moral Rights and consent to any action of Silicon Labs that would violate such Moral Rights in the absence of such consent. I will confirm any such waivers and consents from time to time as requested by Silicon Labs.

2.6 Notwithstanding the provisions of Section 19(4) of the Copyright Act, 1957, all the assignment under this Agreement in so far as it relates to copyrightable material shall not lapse nor the rights transferred therein revert to me, even if Silicon Labs does not exercise the rights under the assignment within a period of one year from the date of assignment. I waive any right to and shall not raise any objection or claims to the Copyright Board with respect to the assignment, pursuant to Section 19A of the Copyright Act, 1957.

2.7 I will not create any Inventions that are unoriginal or defame the Silicon Labs Group, its employees, officers, directors, consultants, agents, or any third party or constitute a violation of the rights of privacy of Silicon Labs' other employees or any third party.

2.8 I will keep complete, accurate, and authentic information and records on all Inventions. Such information and records, including copies, will be Silicon Labs' property and are considered Proprietary Information and therefore subject to Article 1. I will promptly surrender all such original and electronic or printed copies of such information and records when requested or within 24 hours from the end of my internship.

2.9 I acknowledge and agree that nothing in this Agreement grants me, by implication, estoppel or otherwise: (a) a license to any rights in a Silicon Labs Invention or any Ownership Rights therein or (b) a license regarding and of Silicon Labs' existing or future Ownership Rights. If I desire to identify and state specifically that certain prior inventions are not subject to this Agreement (collectively, "**Retained Inventions**"), I will complete the Retained Inventions Statement attached as Schedule A to this Agreement. If I incorporate or help incorporate any Retained Inventions into an Invention, product or service, or rely upon any Retained Invention in discovering, developing, creating, conceiving, or reducing to practice any Invention, product or service, I hereby grant to the Company a nonexclusive, paid-up, assignable, irrevocable, perpetual, worldwide, royalty-free license that can be sub-licensed (through one or multiple tiers), to all Intellectual Property Rights in such Retained Inventions.

2.10 **CONSENT TO PHOTOGRAPHY AND OTHER RECORDINGS.** I agree that my name, voice, picture and likeness may be used in Silicon Labs' advertising, training aids, and other materials that relate to the business of Silicon Labs without payment of separate compensation to me. I will not issue or release any articles, advertising, publicity, or other matter relating to Silicon Labs, or provide any information regarding Silicon Labs to any other person intending to do so, without Silicon Labs' specific written consent.

### 3. CHOICE OF LAW

3.1 I agree and consent to service by mail of any paper initiating any suit, action, or proceeding at the address set forth on my pay statement. I will update my address with Silicon Labs whenever a change in address occurs. I waive any objection to service by mail where Silicon Labs addresses service to the most recent address provided by me.

3.2 I agree that the laws of India shall apply to any suit, action, or other legal proceeding arising out of or relating to this Agreement, regardless of any contrary common law or statutory provisions related to conflicts of laws. The courts at Hyderabad shall have exclusive jurisdiction over all disputes or claims between the Parties under this Agreement.

4. **ASSIGNMENT.** I will not assign my rights or delegate any duties or obligations under this Agreement. The Agreement will be binding upon my heirs, executors, administrators, and other legal representatives. The rights and obligations of Silicon Labs under this Agreement shall inure to the benefit of and be binding upon the successors and assigns of Silicon Labs and Silicon Labs may freely assign its rights hereunder.

5. **SEVERABILITY.** If any provision of this Agreement is held to be unenforceable, such provision will be distinct and severable from the other provisions of this Agreement, and such unenforceability will not affect the validity and enforceability of the remaining provisions. If a court holds that the Agreed Period, scope, or any other restriction stated in any provision of this Agreement is unreasonable under circumstances then existing, the parties agree that the maximum duration, scope, or other restriction that the court deems reasonable under such circumstances will be substituted and that the court will have the power to revise any of those restrictions to cover the maximum period, scope, and/or other restriction permitted by law. It is the intent of the parties that the court, in establishing any such substitute restriction, recognize that the parties' desire is that the stated restrictions upon which the parties have agreed be honored to the maximum lawful extent.

### 6. MISCELLANEOUS

6.1 The waiver by Silicon Labs of any provision of this Agreement, or the waiver by Silicon Labs of a breach of any provision of this Agreement by me, shall not operate or be construed as a further or continuing waiver of any subsequent breach by me.

6.2 This Agreement constitutes the sole and entire agreement between the parties relating to its subject matter, and it supersedes and cancels all previous written or verbal agreements or understandings between the parties except that this Agreement shall not be deemed to supersede or cancel any obligations of me under any deferred compensation or stock option award plan to which I may be a party.

6.3 I have carefully read and fully understand all provisions of this Agreement and am knowingly and voluntarily entering into this Agreement. I understand and agree that certain provisions of this Agreement, including Articles 1, 1.3, 2.10, 3, 5 and 6, survive termination of my internship with Silicon Labs for any reason and represent continuing obligations of me to Silicon Labs.

IN WITNESS WHEREOF, I have executed this Agreement on the date set forth below.

Intern Signature:

Print Name: V L VARSHINI

Date: 9/12/2022

**Annexure A to Proprietary Information and Inventions Assignment Agreement**

**Prior Inventions Statement**

The following is a complete list of all the Prior Inventions in accordance with Section 2.9 of the Proprietary Information and Inventions Assignment Agreement.

NA  
\_\_\_\_\_ I have no inventions to disclose.

NA  
\_\_\_\_\_ Below is a complete and accurate list of Prior Inventions, as that term is defined in the Agreement to which this Annexure A is attached.

| Disclosure # | Invention Title |
|--------------|-----------------|
| NA           |                 |
| _____        | _____           |
| _____        | _____           |
| _____        | _____           |
| _____        | _____           |
| _____        | _____           |
| _____        | _____           |
| _____        | _____           |
| _____        | _____           |

Hemavathy K N  
By: \_\_\_\_\_

Print Name: Hemavathy K N  
\_\_\_\_\_



**SILABS** INDIA PRIVATE LIMITED (A Silicon Labs Company)

PRIVATE AND CONFIDENTIAL

September 12, 2022

Dear VINOD KUMAR M,

We are pleased to offer you an internship with Silabs India Private Limited ("Silicon Labs"). Your internship, should you accept, will begin on January 09, 2023 (the "Effective Date") for the duration of 6 months and extendable.


- 1) You will be compensated Rs. 35000/- per month and Rs. 1755442/- per annum.
- 2) In addition to the duties that were outlined during your selection, you shall perform such other duties that are associated with the position and as Silicon Labs' authorized representative deem necessary from time to time.
- 3) Although Silicon Labs expects the internship arrangement to be fruitful, the company reserves the right to terminate it based on circumstances with one month's notice. Likewise, if due to any exigency, you wish to discontinue, you can do so with one month's notice.
- 4) You shall dedicate your complete efforts and time to the company and agree to perform your duties faithfully and to the best of your ability. During your internship, you will abide by the Company's policies. You agree not to engage in any other engagement, occupation or consulting activity for any direct or indirect remuneration without the prior written approval from a Silicon Labs authorized representative.
- 5) You must execute the Proprietary Information and Inventions Assignment Agreement (the "PIIA") attached to this offer which shall take effect on the Effective Date.

**SILABS** INDIA PRIVATE LIMITED (A Silicon Labs Company)

Salarpuria Sattva Knowledge City, Octave Building,  
2nd & 3rd Floor, Unit 03-(Part), Parcel-4, Survey No. 83/1, Plot No 2, Serilingampally Mandal,  
Raidurgam Village, Ranga Reddy Dist: Hyderabad, Telangana – 500081 | Website: [silabs.com](http://silabs.com)  
CIN: U72900TG2020PTC139507

This letter agreement supersedes and replaces any prior understandings or agreements, whether oral, written or implied, between you and the Company regarding the matters described in this letter. We hope that this paid internship will be favorably received, and we look forward to you interning at Silicon Labs.

Sincerely,

DocuSigned by:  
  
BE99C454E699439...

Néstor Ho  
Director  
Silabs India Private Limited

I accept the terms of this offer letter.

Signed: \_\_\_\_\_

Date: 9/12/2022

**SILABS INDIA PRIVATE LIMITED** (A Silicon Labs Company)

Salarpuria Sattva Knowledge City, Octave Building,  
2nd & 3rd Floor, Unit 03-(Part), Parcel-4, Survey No. 83/1, Plot No 2, Serilingampally Mandal,  
Raidurgam Village, Ranga Reddy Dist: Hyderabad, Telangana – 500081 | Website: [silabs.com](http://silabs.com)  
CIN: U72900TG2020PTC139507

## Proprietary Information and Inventions Assignment Agreement

---

VINOD KUMAR M

Intern (Print): \_\_\_\_\_

This Proprietary Information and Inventions Assignment Agreement ("Agreement") is made and entered into by Hemavathy K N ("Intern") and **Silabs India Private Limited** (CIN: U72900TG2020PTC139507) ("Silicon Labs" or "the Company") in furtherance to the Intern's internship contract dated January 09, 2023. The Intern and Silicon Labs are collectively referred to as the "Parties" and individually as the "Party."

In consideration of (i) my internship with Silicon Labs, (ii) specialized training in Silicon Labs' business and access to Silicon Labs' proprietary and confidential information that will be provided to me during my internship, and (iii) the compensation and additional benefits that will be paid or granted to me during my internship I agree to the terms set forth below.

The terms of this Agreement apply throughout my internship at Silicon Labs or any of its subsidiaries or affiliated companies, commencing with the first day of my internship at Silicon Labs, as set forth above.

### 1. PROPRIETARY INFORMATION

1.1 The term "**Proprietary Information**" refers to:

(a) all information belonging to, or otherwise relating to the business of, Silicon Labs or its parent, subsidiaries and affiliates (together the "**Silicon Labs Group**"), that is not generally known, and which the Silicon Labs Group has taken reasonable measures under the circumstances to protect from unauthorized use or disclosure; and

(b) all information belonging to, or otherwise relating to the business of a third party, that is not generally known, and which was disclosed by that third party to the Silicon Labs Group in strict confidence.

I understand that Proprietary Information may be contained in any medium, whether oral or written and may not be explicitly marked as proprietary, confidential or a trade secret. If I have questions about whether something is Proprietary Information, I will promptly ask Silicon Labs' Legal Department. I understand that common examples of Proprietary Information are:

- (i) Technical information that is in use, planned, or under development, such as information concerning the manufacturing, testing, and assembly of Silicon Labs' products, specifications and block diagrams of Silicon Labs' products, improvements, ideas, conceptions, compilations of data, data, processes, discoveries, formulas, and compositions of matter and processes relating to the Silicon Labs Group;
- (ii) Business information, such as information concerning business plans, operations, products, corporate strategies, marketing, sales, inventions, designs, costs, legal



strategies, finances, employees, current and prospective customers, licensees, or licensors;

- (iii) Information relating to future plans, such as marketing strategies, new product research, pending projects and proposals, proprietary production processes, research and development strategies, and similar items; and
- (iv) All “trade secrets” within the meaning of the Uniform Trade Secrets Act. I hereby waive any requirement that Silicon Labs submit proof of the economic value of any trade secret or, to the fullest extent permitted by law, to post a bond or other security to enforce its rights under applicable law.

## **1.2 Non-Disclosure**

(a) Except when acting within the scope of my duties or with prior written authorization from the General Counsel or duly-authorized officer of Silicon Labs, I will not use, disclose, or reveal to any person any Proprietary Information provided to me or discovered by me before or during my internship with Silicon Labs.

(b) I will comply with Section 1.2 during and after my internship at Silicon Labs. Nothing in this Section 1.2 shall limit my non-disclosure obligations under any applicable rule, statute, regulation or other Company policy.

At the end of my internship or upon written request from the Company, I will immediately return all Proprietary Information and all electronic or printed copies, containing or in any way pertaining to confidential or Proprietary Information to Silicon Labs.

**1.3 Remedies for Breach.** I agree that my violation of this Agreement would cause irreparable harm to Silicon Labs. Accordingly, in the event of my actual or threatened breach of the provisions of this Agreement, Silicon Labs, in addition to all other rights, will be entitled to seek an injunction restraining me from breaching this Agreement.

## **2. RIGHTS IN DEVELOPMENTS**

**2.1** The term “*Inventions*” refers to each discovery, formulae, idea, improvement, work of authorship, or invention that I make, create, conceive, reduce to practice, develop, or discover, in whole or in part, alone or with others:

- (a) in the performance of any work for Silicon Labs;
- (b) which relates to Silicon Labs’ business; or
- (c) which results from any work performed for Silicon Labs or the use of Silicon Labs’ equipment, supplies, facilities or information.

**2.2** The term “*Intellectual Property Rights*” refers to all trade secrets, patent rights, copyrights, trademarks, Moral Rights (if recognized) and other intellectual property rights recognized by the laws of any jurisdiction or country.

2.3 I assign and agree to assign to Silicon Labs all of my rights to any Inventions (and all Intellectual Property Rights with respect thereto), absolutely and forever, throughout the world and for the full term of each right, including renewals and extensions. All Inventions, in whatever form, is Silicon Labs' property and Silicon Labs shall be the sole owner of all Intellectual Property Rights in connection with such Inventions. Silicon Labs may freely develop and alter such Inventions, and license, sub-license and assign them to third parties without obtaining my prior consent. If any Invention or Intellectual Property Rights cannot be assigned under applicable law, I grant to Silicon Labs an exclusive, paid-up, assignable, irrevocable, perpetual, worldwide, royalty-free, unlimited license that can be sublicensed (through one or multiple tiers), to use, reproduce, distribute, create derivative works of, publicly perform, publicly display and digitally perform and display such work in any media or form now known or hereafter known. Outside the scope of my service, I agree not to (a) distribute, modify, adapt, alter, translate, or create derivative works from any such work of authorship or (b) merge any such work of authorship with other Inventions.

2.4 During and subsequent to my internship with the Silicon Labs Group, I will perform all acts necessary to permit and assist Silicon Labs in documenting, perfecting, obtaining, maintaining, defending, and enforcing Intellectual Property Rights and/or my assignment with respect to such Inventions in any and all countries. This includes executing documents and cooperating in legal proceedings. I agree that such actions will be without compensation, but at Silicon Labs' expense. I irrevocably designate and appoint Silicon Labs and its duly authorized officers and agents, as my agents and attorneys-in-fact to act for and on my behalf and instead of me, to execute and file any documents and to do all other lawfully permitted acts to further the above purposes with the same legal force and effect as if executed by me.

2.5 Any assignment of copyright hereunder includes all rights of paternity, integrity, disclosure, and withdrawal, and any other rights that may be known as or referred to as "**Moral Rights.**" If Moral Rights cannot be assigned under applicable law and the following is allowed by the laws in the various countries where Moral Rights exist, I waive such Moral Rights and consent to any action of Silicon Labs that would violate such Moral Rights in the absence of such consent. I will confirm any such waivers and consents from time to time as requested by Silicon Labs.

2.6 Notwithstanding the provisions of Section 19(4) of the Copyright Act, 1957, all the assignment under this Agreement in so far as it relates to copyrightable material shall not lapse nor the rights transferred therein revert to me, even if Silicon Labs does not exercise the rights under the assignment within a period of one year from the date of assignment. I waive any right to and shall not raise any objection or claims to the Copyright Board with respect to the assignment, pursuant to Section 19A of the Copyright Act, 1957.

2.7 I will not create any Inventions that are unoriginal or defame the Silicon Labs Group, its employees, officers, directors, consultants, agents, or any third party or constitute a violation of the rights of privacy of Silicon Labs' other employees or any third party.

2.8 I will keep complete, accurate, and authentic information and records on all Inventions. Such information and records, including copies, will be Silicon Labs' property and are considered Proprietary Information and therefore subject to Article 1. I will promptly surrender all such original and electronic or printed copies of such information and records when requested or within 24 hours from the end of my internship.

2.9 I acknowledge and agree that nothing in this Agreement grants me, by implication, estoppel or otherwise: (a) a license to any rights in a Silicon Labs Invention or any Ownership Rights therein or (b) a license regarding and of Silicon Labs' existing or future Ownership Rights. If I desire to identify and state specifically that certain prior inventions are not subject to this Agreement (collectively, "**Retained Inventions**"), I will complete the Retained Inventions Statement attached as Schedule A to this Agreement. If I incorporate or help incorporate any Retained Inventions into an Invention, product or service, or rely upon any Retained Invention in discovering, developing, creating, conceiving, or reducing to practice any Invention, product or service, I hereby grant to the Company a nonexclusive, paid-up, assignable, irrevocable, perpetual, worldwide, royalty-free license that can be sub-licensed (through one or multiple tiers), to all Intellectual Property Rights in such Retained Inventions.

2.10 **CONSENT TO PHOTOGRAPHY AND OTHER RECORDINGS.** I agree that my name, voice, picture and likeness may be used in Silicon Labs' advertising, training aids, and other materials that relate to the business of Silicon Labs without payment of separate compensation to me. I will not issue or release any articles, advertising, publicity, or other matter relating to Silicon Labs, or provide any information regarding Silicon Labs to any other person intending to do so, without Silicon Labs' specific written consent.

### 3. CHOICE OF LAW

3.1 I agree and consent to service by mail of any paper initiating any suit, action, or proceeding at the address set forth on my pay statement. I will update my address with Silicon Labs whenever a change in address occurs. I waive any objection to service by mail where Silicon Labs addresses service to the most recent address provided by me.

3.2 I agree that the laws of India shall apply to any suit, action, or other legal proceeding arising out of or relating to this Agreement, regardless of any contrary common law or statutory provisions related to conflicts of laws. The courts at Hyderabad shall have exclusive jurisdiction over all disputes or claims between the Parties under this Agreement.

4. **ASSIGNMENT.** I will not assign my rights or delegate any duties or obligations under this Agreement. The Agreement will be binding upon my heirs, executors, administrators, and other legal representatives. The rights and obligations of Silicon Labs under this Agreement shall inure to the benefit of and be binding upon the successors and assigns of Silicon Labs and Silicon Labs may freely assign its rights hereunder.

5. **SEVERABILITY.** If any provision of this Agreement is held to be unenforceable, such provision will be distinct and severable from the other provisions of this Agreement, and such unenforceability will not affect the validity and enforceability of the remaining provisions. If a court holds that the Agreed Period, scope, or any other restriction stated in any provision of this Agreement is unreasonable under circumstances then existing, the parties agree that the maximum duration, scope, or other restriction that the court deems reasonable under such circumstances will be substituted and that the court will have the power to revise any of those restrictions to cover the maximum period, scope, and/or other restriction permitted by law. It is the intent of the parties that the court, in establishing any such substitute restriction, recognize that the parties' desire is that the stated restrictions upon which the parties have agreed be honored to the maximum lawful extent.

### 6. MISCELLANEOUS

6.1 The waiver by Silicon Labs of any provision of this Agreement, or the waiver by Silicon Labs of a breach of any provision of this Agreement by me, shall not operate or be construed as a further or continuing waiver of any subsequent breach by me.

6.2 This Agreement constitutes the sole and entire agreement between the parties relating to its subject matter, and it supersedes and cancels all previous written or verbal agreements or understandings between the parties except that this Agreement shall not be deemed to supersede or cancel any obligations of me under any deferred compensation or stock option award plan to which I may be a party.

6.3 I have carefully read and fully understand all provisions of this Agreement and am knowingly and voluntarily entering into this Agreement. I understand and agree that certain provisions of this Agreement, including Articles 1, 1.3, 2.10, 3, 5 and 6, survive termination of my internship with Silicon Labs for any reason and represent continuing obligations of me to Silicon Labs.

IN WITNESS WHEREOF, I have executed this Agreement on the date set forth below.

Intern Signature:

Print Name: V L VARSHINI

Date: 9/12/2022

**Annexure A to Proprietary Information and Inventions Assignment Agreement**

**Prior Inventions Statement**

The following is a complete list of all the Prior Inventions in accordance with Section 2.9 of the Proprietary Information and Inventions Assignment Agreement.

NA  
\_\_\_\_\_ I have no inventions to disclose.

NA  
\_\_\_\_\_ Below is a complete and accurate list of Prior Inventions, as that term is defined in the Agreement to which this Annexure A is attached.

| Disclosure # | Invention Title |
|--------------|-----------------|
| NA           |                 |
| _____        | _____           |
| _____        | _____           |
| _____        | _____           |
| _____        | _____           |
| _____        | _____           |
| _____        | _____           |
| _____        | _____           |
| _____        | _____           |

Hemavathy K N  
By: \_\_\_\_\_

Print Name: Hemavathy K N  
\_\_\_\_\_

Dear **Aradhya Bose**

**Congratulations!!**

Thank you for your participation in the '**Campus Recruitment Program**'. We are happy of your selection and pleased to offer you an opportunity to join us for the position of **EXECUTVE** at SILVER OAK Pvt. Your place of work would be Bangalore and the same is subject to change based on the business requirements

Your annual Total Fixed Pay would amount to **362000INR**. Your bonus reward opportunity will be 8% of your earned Total Fixed Pay. Annual Bonus Program awards are contingent on a variety of factors including individual and Company performance and will be determined by the Company in its sole discretion.

Your employment with Great West Global is contingent upon successful completion of the following conditions:

- A) The Company shall conduct background checks which may include your work history, education details, criminal history, and other information as required by company policy, client requirements and applicable laws as per normal process and procedures.
- B) You are required to complete your current academic course with an aggregate of 50% in the first attempt in the current academic year with no backlogs

Subject to satisfactory completion of the above conditions and at the sole discretion of the Company, you will be formally offered to join SILVER OAK Pvt. Ltd.

Our formal Offer letter for Employment will be handed over to you on or prior to the date of joining. Kindly accept this offer, by signing in the space provided below and return it to us as token of your acceptance. In case of any queries please feel free to contact

We once again like to congratulate you on your selection and welcome you to SILVER OAK Pvt. Ltd. Family. We look forward to a long and mutually rewarding association.

Sincerely,

For SILVER OAK Pvt. Ltd.

Authorized Signatory

**Name:**

**Name of the College/Institute:**

**Date:**

**Signature:**

Dear **Shifa Gaffoor**

**Congratulations!!**

Thank you for your participation in the '**Campus Recruitment Program**'. We are happy of your selection and pleased to offer you an opportunity to join us for the position of **EXECUTVE** at SILVER OAK Pvt. Your place of work would be Bangalore and the same is subject to change based on the business requirements

Your annual Total Fixed Pay would amount to **362042**INR. Your bonus reward opportunity will be 8% of your earned Total Fixed Pay. Annual Bonus Program awards are contingent on a variety of factors including individual and Company performance and will be determined by the Company in its sole discretion.

Your employment with Great West Global is contingent upon successful completion of the following conditions:

- A) The Company shall conduct background checks which may include your work history, education details, criminal history, and other information as required by company policy, client requirements and applicable laws as per normal process and procedures.
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Sincerely,

For SILVER OAK Pvt. Ltd.

Authorized Signatory

**Name:**

**Name of the College/Institute:**

**Date:**

**Signature:**

Dear **Singh Aishwarya Ajay**

**Congratulations!!**

Thank you for your participation in the '**Campus Recruitment Program**'. We are happy of your selection and pleased to offer you an opportunity to join us for the position of **EXECUTVE** at SILVER OAK Pvt. Your place of work would be Bangalore and the same is subject to change based on the business requirements

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Sincerely,

For SILVER OAK Pvt. Ltd.

Authorized Signatory

**Name:**

**Name of the College/Institute:**

**Date:**

**Signature:**



Dear **Rebecca Jose Diniz**

**Congratulations!!**

Thank you for your participation in the '**Campus Recruitment Program**'. We are happy of your selection and pleased to offer you an opportunity to join us for the position of **EXECUTVE** at SILVER OAK Pvt. Your place of work would be Bangalore and the same is subject to change based on the business requirements

Your annual Total Fixed Pay would amount to **362042**INR. Your bonus reward opportunity will be 8% of your earned Total Fixed Pay. Annual Bonus Program awards are contingent on a variety of factors including individual and Company performance and will be determined by the Company in its sole discretion.

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We once again like to congratulate you on your selection and welcome you to SILVER OAK Pvt. Ltd. Family. We look forward to a long and mutually rewarding association.

Sincerely,

For SILVER OAK Pvt. Ltd.

Authorized Signatory

**Name:**

**Name of the College/Institute:**

**Date:**

**Signature:**

**Sirma Business Consulting (India) Private Limited**

Branch Office Address: #113/1, 4th Floor, Block A, SRIT House,  
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+91 88847 70008 Website: [www.sirmaglobal.com](http://www.sirmaglobal.com)

To,

**Employment Offer Letter**

**Dear AGLAW PIYUSH ASHOKKUMAR**

Congratulations! We are pleased to confirm that you have been selected to work for **Sirma Business Consulting (India) Private Ltd.** We are delighted to make you the following job offer

- A. Designation : Analyst Trainee
- B. Commencement date : 12<sup>th</sup>-April-2022
- C. Location : Bangalore
- D. CTC : 300000 L.P.A

Kindly report to the undersigned on 12<sup>th</sup>-April-2022 at 10.30 pm, for documentation and orientation. In case you fail to report by the date and time mentioned herein, this offer shall stand withdrawn automatically. If this date is not acceptable, please contact the undersigned immediately

At the time of your joining, you are required to bring one copy of each of the below-mentioned documents along with the originals (to verify against the copy) and submit the same to the Onboarding team.

- a. Original Offer Letter
- b. Passport
- c. Pan Card
- d. Aadhar Card
- e. 10th Std (Mark sheet & Certificate)



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Website: [www.sirmaglobal.com](http://www.sirmaglobal.com)

- f. 12th Std (Mark sheet & Certificate)
- g. Graduation documents - Convocation / Degree Certificate & Mark sheet of All Semester
- h. Post-Graduation - Convocation / Degree Certificate & Mark sheet of all Semesters
- i. Experience/Relieving Letters of all the previous companies
- j. 3 Pass-port size photographs with white background

That this offer letter shall not be constructed as an appointment letter. Your appointment for the above-mentioned designation will be confirmed once you do the following: (i) documents submission and verification; (ii) acceptance to appointment letter; (iii) signing and execution of the Non-Disclosure Agreement, (iv) Employment agreement confirming that you would serve the company for a minimum period of 24(twenty-four) months' including your 6 (Six) months' probation period

### **Additional Terms**

1. **Recruitment Process:** You acknowledge and accept that the company, towards your recruitment, and other allied recruitment activities, has incurred considerable time and expenditure and you, by accepting this letter, hereby represent and assures the company that you are accepting the employment, provided by the company, and you will join on the specified date of joining.
2. **Compensation:** You further acknowledge and accepts that you, for any reason whatsoever, after accepting the employment do not join the company shall without any protest compensate the company or the company shall have a right to recover you, whichever is more, (i) liquidated damages amounting to your 15 days salary; or (ii) damages equivalent to the actual cost of your recruitment incurred by the company.

We are confident you will be able to make a significant contribution to the success of our Company and we look forward to working with you.

Yours sincerely



**Nageswara Rao Korlepara**

CEO & Director

For Sirma Business Consulting (India) Private Ltd.

CIN: U72900KA2015PTC079413



**Sirma Business Consulting (India) Private Limited**

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To,

**Employment Offer Letter**

**Dear Navami**

Congratulations! We are pleased to confirm that you have been selected to work for **Sirma Business Consulting (India) Private Ltd.** We are delighted to make you the following job offer

- A. Designation : Analyst Trainee
- B. Commencement date : 12<sup>th</sup>-April-2022
- C. Location : Bangalore
- D. CTC : 300000 L.P.A

Kindly report to the undersigned on 12<sup>th</sup>-April-2022 at 10.30 pm, for documentation and orientation. In case you fail to report by the date and time mentioned herein, this offer shall stand withdrawn automatically. If this date is not acceptable, please contact the undersigned immediately

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We are confident you will be able to make a significant contribution to the success of our Company and we look forward to working with you.

Yours sincerely



**Nageswara Rao Korlepara**

CEO & Director

For Sirma Business Consulting (India) Private Ltd.

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To,

**Employment Offer Letter**

**Dear Nistha Keshri Keshri**

Congratulations! We are pleased to confirm that you have been selected to work for **Sirma Business Consulting (India) Private Ltd.** We are delighted to make you the following job offer

- A. Designation : Analyst Trainee
- B. Commencement date : 12<sup>th</sup>-April-2022
- C. Location : Bangalore
- D. CTC : 300000 L.P.A

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We are confident you will be able to make a significant contribution to the success of our Company and we look forward to working with you.

Yours sincerely



**Nageswara Rao Korlepara**

CEO & Director

For Sirma Business Consulting (India) Private Ltd.

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To,

**Employment Offer Letter**

**Dear Pavithra R**

Congratulations! We are pleased to confirm that you have been selected to work for **Sirma Business Consulting (India) Private Ltd.** We are delighted to make you the following job offer

- A. Designation : Analyst Trainee
- B. Commencement date : 12<sup>th</sup>-April-2022
- C. Location : Bangalore
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Yours sincerely



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To,

**Employment Offer Letter**

**Dear Proddutur Lalu Sai Teja**

Congratulations! We are pleased to confirm that you have been selected to work for **Sirma Business Consulting (India) Private Ltd.** We are delighted to make you the following job offer

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Yours sincerely



**Nageswara Rao Korlepara**

CEO & Director

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To,

**Employment Offer Letter**

**Dear SHARON FATHIMA A**

Congratulations! We are pleased to confirm that you have been selected to work for **Sirma Business Consulting (India) Private Ltd.** We are delighted to make you the following job offer

- A. Designation : Analyst Trainee
- B. Commencement date : 12<sup>th</sup>-April-2022
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- i. Experience/Relieving Letters of all the previous companies
- j. 3 Pass-port size photographs with white background

That this offer letter shall not be constructed as an appointment letter. Your appointment for the above-mentioned designation will be confirmed once you do the following: (i) documents submission and verification; (ii) acceptance to appointment letter; (iii) signing and execution of the Non-Disclosure Agreement, (iv) Employment agreement confirming that you would serve the company for a minimum period of 24(twenty-four) months' including your 6 (Six) months' probation period

### **Additional Terms**

1. **Recruitment Process:** You acknowledge and accept that the company, towards your recruitment, and other allied recruitment activities, has incurred considerable time and expenditure and you, by accepting this letter, hereby represent and assures the company that you are accepting the employment, provided by the company, and you will join on the specified date of joining.
2. **Compensation:** You further acknowledge and accepts that you, for any reason whatsoever, after accepting the employment do not join the company shall without any protest compensate the company or the company shall have a right to recover you, whichever is more, (i) liquidated damages amounting to your 15 days salary; or (ii) damages equivalent to the actual cost of your recruitment incurred by the company.

We are confident you will be able to make a significant contribution to the success of our Company and we look forward to working with you.

Yours sincerely



**Nageswara Rao Korlepara**

CEO & Director

For Sirma Business Consulting (India) Private Ltd.

CIN: U72900KA2015PTC079413



**Sirma Business Consulting (India) Private Limited**

Branch Office Address: #113/1, 4th Floor, Block A, SRIT House,  
ITPL Main Road, Kundalahalli, Bangalore - 560 037 Tel:

+91 88847 70008 Website: [www.sirmaglobal.com](http://www.sirmaglobal.com)

To,

**Employment Offer Letter**

**Dear SHREEYA AGARWAL**

Congratulations! We are pleased to confirm that you have been selected to work for **Sirma Business Consulting (India) Private Ltd.** We are delighted to make you the following job offer

- A. Designation : Analyst Trainee
- B. Commencement date : 12<sup>th</sup>-April-2022
- C. Location : Bangalore
- D. CTC : 300000 L.P.A

Kindly report to the undersigned on 12<sup>th</sup>-April-2022 at 10.30 pm, for documentation and orientation. In case you fail to report by the date and time mentioned herein, this offer shall stand withdrawn automatically. If this date is not acceptable, please contact the undersigned immediately

At the time of your joining, you are required to bring one copy of each of the below-mentioned documents along with the originals (to verify against the copy) and submit the same to the Onboarding team.

- a. Original Offer Letter
- b. Passport
- c. Pan Card
- d. Aadhar Card
- e. 10th Std (Mark sheet & Certificate)



### **Sirma Business Consulting (India) Private Limited**

Branch Office Address: #113/1, 4th Floor, Block A, SRIT House,  
ITPL Main Road, Kundalahalli, Bangalore - 560 037

Tel: +91 88847 70008  
Website: [www.sirmaglobal.com](http://www.sirmaglobal.com)

- f. 12th Std (Mark sheet & Certificate)
- g. Graduation documents - Convocation / Degree Certificate & Mark sheet of All Semester
- h. Post-Graduation - Convocation / Degree Certificate & Mark sheet of all Semesters
- i. Experience/Relieving Letters of all the previous companies
- j. 3 Pass-port size photographs with white background

That this offer letter shall not be constructed as an appointment letter. Your appointment for the above-mentioned designation will be confirmed once you do the following: (i) documents submission and verification; (ii) acceptance to appointment letter; (iii) signing and execution of the Non-Disclosure Agreement, (iv) Employment agreement confirming that you would serve the company for a minimum period of 24(twenty-four) months' including your 6 (Six) months' probation period

### **Additional Terms**

1. **Recruitment Process:** You acknowledge and accept that the company, towards your recruitment, and other allied recruitment activities, has incurred considerable time and expenditure and you, by accepting this letter, hereby represent and assures the company that you are accepting the employment, provided by the company, and you will join on the specified date of joining.
2. **Compensation:** You further acknowledge and accepts that you, for any reason whatsoever, after accepting the employment do not join the company shall without any protest compensate the company or the company shall have a right to recover you, whichever is more, (i) liquidated damages amounting to your 15 days salary; or (ii) damages equivalent to the actual cost of your recruitment incurred by the company.

We are confident you will be able to make a significant contribution to the success of our Company and we look forward to working with you.

Yours sincerely



**Nageswara Rao Korlepara**

CEO & Director

For Sirma Business Consulting (India) Private Ltd.

CIN: U72900KA2015PTC079413



**SNEHA B N**

Dear **SNEHA B N**

On behalf of CAI Info India Private Ltd., I would like to reconfirm our verbal offer of employment as a "**Jr. Software Engineer**" for an annual CTC of Rs. 3,30,000.00 (Rupees three lakhs thirty thousand) beginning on your anticipated start date, Monday, February 05, 2024. This will be paid to you monthly at the end of each month in increments of Rs. 27,500.00 (gross monthly CTC).

Special Clauses:

- During the period of your employment, the Company may at any time assign or transfer you to any location in the world where the Company/its clients has its establishment. In such an event, you shall be entitled to allowances in accordance with the policies of the Company.
- If you do not have an existing account with ICICI Bank, you will be required to establish one within 2 weeks of your first pay.
- You shall be considered for the next financial review in 2025.

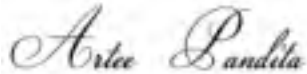
You are required to bring the following documents at the time of reporting for employment: -

- Last updated resume
- Latest passport size photograph
- A copy of Educational Certificates for all years of education and mark cards -
- Copy of passport
- Form 16

Please sign the bottom portion of this letter indicating your acceptance of this position and return the same immediately. You will be issued an appointment letter upon your acceptance of this offer letter.

Thank You and Welcome.

Yours Truly, Accepted By:



**Artee Pandita** \_\_\_\_\_  
**Director-Human Resources**

Divyasree Towers, Floor 5, Guruppanapalya  
Bannerghatta Main Road, Bangalore-560029  
[www.cai.io](http://www.cai.io) [inquire@cai.io](mailto:inquire@cai.io)

**CAI Info India Private Limited**

080 -45340400

Detailed CTC Breakdown:

| Description       | Monthly              | Yearly                 |
|-------------------|----------------------|------------------------|
| Basic             | INR 13,750.00        | INR 1,65,000.00        |
| HRA               | INR 5,500.00         | INR 66,000.00          |
| Conveyance        | INR 300.00           | INR 3,600.00           |
| Medical Allowance | INR 700.00           | INR 8,400.00           |
| Statutory Bonus   | INR 2,500.00         | INR 30,000.00          |
| Provident Fund    | INR 3,300.00         | INR 39,600.00          |
| Gratuity          | INR 661.38           | INR 7,936.50           |
| Special Allowance | INR 788.63           | INR 9,463.50           |
| <b>Total</b>      | <b>INR 25,000.00</b> | <b>INR 3,00,000.00</b> |

Accepted By:

---

**Bilasi Lenka J**

Divyasree Towers, Floor 5, Guruppanapalya  
Bannerghatta Main Road, Bangalore-560029  
[www.cai.io](http://www.cai.io) [inquire@cai.io](mailto:inquire@cai.io)



## EMPLOYMENT CONTRACT

between

Hemmersbach India Private Limited,  
M/s. Whitefield Area Commerce and Industries Association (WACIA),  
No.40-J, WACIA Road, Mahadevapura post, Bangalore - 560048 a  
Company incorporated under the Companies Act, 2013  
- hereinafter referred to as the "Company" -

and

- SNEHA M S

-

- hereinafter referred to as the "Employee"<sup>1</sup> -

Each of the aforesaid shall hereinafter be referred to individually as a "Party" and collectively as "Parties".

The following employment contract is concluded:

### 1 COMMENCEMENT OF THE EMPLOYMENT CONTRACT

The employment contract shall commence accordingly.

### 2 PROBATIONARY PERIOD

- 2.1 A probationary period of six (6) months is agreed and shall end on 03.04.2021. An extension of the probationary period may be determined by the Company in its sole and absolute discretion.
- 2.2 The employment contract may be terminated by either party at any time during the probationary period giving a written notice period of one (1) month to the other party or paying the equivalent of one (1) month's Basic Salary in lieu of such notice.

### 3 TYPE AND SCOPE OF THE ROLE

- 3.1 CHANDU Lis employed as a Service Desk Manager.
- 3.2 The Employee shall work exclusively for the Company and shall perform such duties, functions and responsibilities as are customarily associated with such position and as directed by the Company. The Employee will perform his duties with due care, skill and highest professional standards to the satisfaction of the Company's management. The duties and responsibilities of the Employee are as set out in the job description as attached in ANNEXURE A.
- 3.3 The nature of the Company's business requires that the Employee is flexible in his approach to work in order to service its best interests. Accordingly, the Employee agrees that the Company may at any

time vary the position, scope of duties, and responsibilities of the Employee. The Employee may be required to undertake

<sup>1</sup>

References to the masculine form always refer to both male and female employees. For the purposes of simplification the masculine form is used.

different duties or reporting line be changed in order to take into account the changing needs of the Company's business and Employee's role within it.

- 3.4 The Employee is employed to work at the Bangalore site. It is possible that the Employee may be relocated to a different site due to a project at any time for operational reasons. No expenses will be payable to the Employee for relocation/travel etc. for the purposes of joining.
- 3.5 Clauses 3.3 and 3.4 shall not affect the remuneration provisions.
- 3.6 The Employee shall serve the Company faithfully, conscientiously and to the best of his ability and shall promote the interests and reputation of the Company. The Employee will abide by the time schedule and holiday schedule of the Company and will show due commitment and diligence in his work.
- 3.7 The Employee shall place all of his work capacity at the Company's disposal. The Company shall be informed in writing of any secondary employment. Secondary employment which affects the work assignments of the Employee and the legitimate commercial interests of the Company may only be exercised after consent has been given. During the term of this employment contract the Employee may not conclude any business transactions on his own behalf or on account of a third party.
- 3.8 Unless prevented by sickness or disability, the Employee shall devote all of his time, attention, knowledge, energy and skills during normal working hours and at such other times as the Employee's duties and responsibilities may require. The working hours are however to be placed in accordance with Company, client and project requirements. The Employee understands that as the Company works with strong global interactions, there will be a need for meetings, conference calls at different timings and days including holidays.
- 3.9 The Employee is obligated to participate in the improvement and reduction in price of work procedures and distribution procedures.

#### 4 WORKING HOURS

- 4.1 The Employee will place his entire effort, knowledge, and skill in the service of the Company. She shall work a minimum of 40 (forty) hours on five days per week. She is obliged, however, to be available for the Company at any time, as far as the concerns of the Company require, and to attend to its interests without any entitlement to overtime pay or other compensation.
- 4.2 [The Employee is obligated to be available to be on-call or on-standby. The frequency and scope of being oncall / on-standby shall be determined by the department.]
- 4.3 Daily starting and finishing times and breaks shall comply with the respective company operational arrangements. The Company is entitled to make changes to this.

#### 5 REMUNERATION

- 5.1 The Employee shall receive an annual salary in the amount of INR 3,36,000.00 gross. The remuneration is to be paid in Indian Rupees in twelve (12) equal parts.

- 5.2 Payment shall be made on the last day of the month by bank transfer to a bank account of the Employee, details of which shall be given within one (1) week of the conclusion of the contract.
- 5.3 The remunerations paid to the Employee shall be subject to usual statutory and other deductions, including tax and any other contributions normally required to be withheld by an Employer under applicable laws in India.
- 5.4 The Employee shall be solely responsible for paying any taxes direct or indirect, State or local and other obligations and the filing of any required returns or other information relating hereto.
- 5.5 The Employee is obligated to keep the amount of his payments confidential.

## 6 ACCEPTING THIRD-PARTY BENEFITS

The Company is committed to ensuring all business relationships with suppliers and clients are legal and based on professional integrity. The Employee shall strictly adhere to Company's business conduct and Integrity policy and refrain from accepting gifts from Vendors / Suppliers / Customers / Other agencies at all times. The Employee is obligated to immediately inform the Company of any such attempts made towards him.

## 7 OVERTIME/OVERTIME PAY

The Employee is permitted trust-based working hours. In return any overtime worked is compensated in full by salary without any additional entitlement to overtime pay or other compensation.

## 8 INABILITY TO ATTEND TO WORK

- 8.1 Any inability to carry out duties shall be reported to the Country Manager or direct supervisor immediately, as well as the duration and the reason. This must be done between 8:00 a.m. at the earliest and 9:00 a.m. at the latest (sick report).
- 8.2 On the last day of absence from work the Country Manager or direct supervisor shall be informed about when the employee will resume his/her work by phone. This must be done by 4:00 p.m. at the latest (recovery report).
- 8.3 If the Employee is ill for longer than two (2) days, a doctor's note regarding his inability to attend work and the expected duration shall be provided not later than on the third (3) day after the commencement of the inability to work. A new doctor's note shall be submitted on the next working day after the expiry of the expected duration of the inability to attend work as stated in the doctor's note.
- 8.4 If the Employee repeatedly and, despite warnings, fails to inform the Company of his illness and / or fails to present the Company with a doctor's note, the Company is entitled to terminate the employment contract without adhering to a notice period.

## 9 CONTINUED REMUNERATION WHEN UNABLE TO ATTEND WORK

- 9.1 If the Employee is not able to attend work due to illness, he shall be entitled to a maximum of twelve (12) days per annum of paid sick leave.
- 9.2 Accrued sick leave can't be carried over to the next calendar year.
- 9.3 Paid sick leave may not be used to extend a holiday or vacation and once an employee has given notice to quit. Sick leave will not be paid out upon the termination.

- 9.4 If the Employee has the right to claim damages from a third party regarding loss of earnings which he is entitled to because he is unable to attend work, he hereby assigns this right to the Company if his salary continues to be paid while he is unable to attend work.
- 9.5 In accordance with the agreed regulations above, the Employee shall, in particular, immediately provide the Company with all information necessary to enforce their claim for damages.
- 9.6 The Employee is further advised that the Company is entitled to refuse to continue to pay his remuneration if the Employee has not satisfied his obligations arising from section 8 and 9 of this contract.
- 9.7 The Employee shall not be entitled to payment in lieu of not availed sick leave at any time.

## 10 ANNUAL LEAVE

- 10.1 The Employee shall receive 18 (eighteen) working days of annual/privileged leave with full pay per calendar year. If the employment contract is not in force for a whole year, the Employee shall receive 1/12 of his annual leave entitlement for each completed calendar month.
- 10.2 The Company must approve when annual leave is taken. The Employee must request annual leave in good time. Annual leave must be discussed with the Head of Department and must abide by the valid arrangements regarding absence cover in the respective area. Disrupting normal business operations is to be avoided at all costs.
- 10.3 Annual leave must be taken in the current leave year. The leave year begins on January 01st and ends on December 31st. Carrying annual leave over to the next calendar year is only permitted with the consent of the Company. In the event annual leave is carried over, it must be taken by March 31st of the following year at the latest.

Exceptions to this require special management approval.

- 10.4 Upon termination of the Employment (however occasioned) the Employee shall be paid in lieu of any accrued and not availed annual leave to which the Employee becomes entitled during the Employment. Payment for accrued annual leave shall be calculated on the basis of the rate of the Basic Salary. The Annual term shall be calculated exclusive of public holidays.
- 10.5 The Employee is entitled to 7 days of Public Holidays, which are defined as per Company policy. The Company is entitled to change these Public Holidays due to operational reasons at any time.
- 10.6 The Employee shall be entitled to 2 (two) days paid casual leave per calendar year. This leave is available to use as it is accrued. Accrued leave can't be carried over to the next calendar year.
- 10.7 Any leave is subject to approval by the Company and shall be in accordance with the relevant regulations regarding temporary replacements. Interruption of business operations has to be avoided.

## 11 TERMINATION OF THE EMPLOYMENT CONTRACT

- 11.1 As stated in section 1 this employment contract is for a fixed term until 03.10.2022 and shall end on that date without notice having to be given.
- 11.2 On completion of the probation period, either initial, or extended, as the case may be, the Employment of the Employee with the Company will end as defined under clause 1.
- 11.3 Either party can terminate this Agreement with a written notice of two (2) months or two (2) months' salary in lieu of notice. The official notification becomes valid upon arrival of delivery.

- 11.4 In any case of notice, the Company is entitled to release the Employee from work under deduction of any vacation time remaining due up to the expiration of the period of notice.
- 11.5 The right to terminate the Contract extraordinarily remains unaffected. In particular and without prejudice to the generality of the foregoing provision, the Company shall be entitled to terminate the Contract summarily by written notice and without any payment in lieu of notice (but without prejudice to the rights and remedies of the Company for any breach of this Contract of Employment and to the Employee's continuing obligations) in any of the following events:
- (a) If the Employee commits any serious or wilful or persistent breach or breaches of any express or implied term of this Contract.
  - (b) If the Employee commits any serious or wilful or persistent breach or breaches of any express or implied Company policy.
  - (c) If the Company has good reason to believe that the Employee has committed any criminal offence or been guilty of any dishonesty or serious misconduct whether during the performance of his duties or otherwise.
  - (d) If the Employee's petitions for bankruptcy or has a bankruptcy order made against him or applies to take the benefit of any legislation for the relief of insolvent debtors or if he makes any composition with his creditors.
  - (e) If any information relating to the Employee's suitability for Employment by the Company and provided in the course of applying for Employment is found to be materially false or misleading.
- 11.6 A notice by the Employee may be submitted to the Supervisor/Director / Managing Director of the Company.
- 11.7 It is not permitted to terminate the employment contract giving proper notice before the agreed start date.
- 11.8 Upon cessation of this employment contract or in the event that the Company has granted leave from duty, the Employee must immediately and completely release to the Company all documents, objects and data regarding the affairs of the Company, especially keys, badges, telephones, computers, books, models, and recordings of any type including any duplicates for copies in his possession. The Employee acknowledges that all objects and data are the property of the Company and therefore he has no right to retention. If the Company property is not returned, a fee of INR 3,500.00 (three thousand five hundred) shall be deducted from the salary of the Employee.
- 11.9 The employment contract shall cease automatically without notice of termination upon expiry of the month in which the Employee reaches the age of 65 or when a total loss of working capacity is ascertained.

## 12 CONFIDENTIALTY

- 12.1 The Employee is obligated to keep all confidential matters, in particular business and trade secrets of the Company, and companies and persons affiliated with the Company strictly confidential. This obligation shall also continue to persist after the cessation of the employment contract.
- 12.2 All documents relating to the Company or to companies and persons affiliated with the Company, in particular all notes, specifications for tenders and contracts, records, reports, correspondence and similar documents including any copies thereof, all data carriers/data and all items provided to the Employee shall be handled with care and may only be used for business purposes. Removing these items from the business premises or a reproduction of the data/items is prohibited.

- 12.3 When the employment contract ends or upon commencement of a leave of absence when notice to terminate the employment contract has been given the Employee shall return to the Company unprompted all documents, data carriers and items in his possession which were provided to him during his employment. During the period of the employment contract this is to be done if ordered to do so. This applies correspondingly to non-physical information and materials, such as computer programs and other data, for example. The Employee is not permitted to retain back-ups of these.
- 12.4 The Employee is obligated to keep individual arrangements in or regarding this contract of employment confidential towards third parties. This includes in particular salary and, in case of fixed term contracts, the duration.

### 13 REPORTING CHANGES

Changes to marital status, place of residence and matters which could cause special statutory privileges, e.g. severe disablement and other matters which are important to the Company, shall be reported to the Company immediately.

### 14 CODE OF CONDUCT

- 14.1 The Employee shall strictly adhere to the Company's code of conduct and all the disciplinary rules and regulations as in force from time to time.
- 14.2 The Employee shall refrain from engaging in any illegal or immoral activities within Company premises as well outside which can bring disrepute to the Company.
- 14.3 The Employee shall not use Company's assets and facilities for their private use without prior information and approval from his supervisor. The Employee shall refrain from doing his personal work / private business during the office working hours.
- 14.4 Whilst the Company encourages the use of email and the internet to aid communication and improve efficiency, inappropriate use of these systems can cause serious problems which may involve legal claims against both the Company and individual Employee. In line with the Hemmersbach Group, therefore the Employee agrees to abide by the rules of the Company Policy.

### 15 USE OF EQUIPMENT

The Employee undertakes to comply with the rules of the Company in force from time to time concerning the use of materials, equipment and computer systems of the Company and the Group Companies. The Employee gives his consent to a representative of the Company gaining access to the email of the Employee in case of absence or in order to protect the interest of the Company.

### 16 DATA PROTECTION

Any data arising due to and during the employment will be stored and processed in the headquarters of the Hemmersbach Group, based in Nuremberg, Germany. Both parties shall therefore adhere to the statutory stipulations of the General Data Protection Regulation (GDPR) under European law, while considering the local data protection requirements. The Employee gives his consent to the Company and the Hemmersbach Group of Companies processing and transferring work related data (including data relating to sickness affecting the performance of the Employee) within India and abroad as the case may be for purposes related to the Employment, other administrative purposes or any other purpose related to the collection, storage or transfer of personal data in compliance with applicable Indian law.



## 17 BACKGROUND CHECK

- 17.1 The Employee agrees to provide the Company with an official document issued by the police or a governmental agency (e.g. criminal record / certificate of good conduct) in order to testify any criminal records as part of a background check. This certificate or at least the confirmation of the request should be presented to the Company at the latest on the first working day.
- 17.2 The Employee agrees to undergo further background checks (e.g. advanced security vetting), if these are or will be required for the role.

## 18 WRITTEN FORM AND EXISTENCE OF THE CONTRACT

- 18.1 Ancillary agreements and amendments are only valid, if they are in writing, signed and have approval by decision of the Shareholders' meeting; this also applies to the waiver of this written form requirement.
- 18.2 If one of the provisions of this contract is or becomes invalid, in whole or in part, this shall not affect the validity of the remaining provisions. In such a case the contract shall be executed as the Parties intended. If the validity of a provision of performance or time is affected, it shall be replaced by the provision permitted by law.

## 19 JURISDICTION

The terms of this Agreement shall be construed in accordance with the laws of India and both parties irrevocably submit to the jurisdiction of the Courts of Bangalore to settle any disputes that may arise in connection with this Employment.

## 20 COPIES OF THIS CONTRACT

The Company and the Employee have each received one copy of this contract.

## 21 MISCELLANEOUS

- 21.1 The Employee is not permitted to use the Company's Internet or telephone for private purposes. Likewise sending private emails is prohibited.
- 21.2 Working or driving a company car under the influence of alcohol or drugs is strictly prohibited.
- 21.3 The company shall be informed in writing of the loss of your driving licence including information regarding the duration of and reason for said loss. If a driving licence is required to carry out his role the Company reserves the right to terminate the employment contract without notice.
- 21.4 The Company is entitled to save all use of the email system and the Internet in order to monitor adherence to the above provisions using the saved data for a maximum duration of three months.

The undersigned hereby acknowledge that they have read and fully understand the terms of this Agreement, the terms and conditions of which are hereby incorporated and acknowledged by this document.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first below written.

Date: 02.09.2021

Date: 02.09.2022



---

Mr. Kunal Verma  
Country Manager, India  
Hemmersbach India Private Limited

Enclosure:

☐ Annexure A: Job Description

Annexure A

## JOB DESCRIPTION

Position: Service Desk Manager  
Job Family: Admin-Operations  
Reports to: Teamlead-Operations, Manager, Country Manager

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The employee is expected to perform his / her duties as outlined here. The continuity of this contract is dependent upon the fulfillments of the job responsibilities expressed therein. In some circumstances the employee may also be required to perform tasks other than those stated here and is expected to do so with the utmost diligence and professionalism. This shall not affect the remuneration provisions.

For project requirements, the employee might be required to work on project shift duty based on project need. Job

Purpose:

To undertake all administrative tasks and activities in a professional and timely manner and in accordance with all internal process requirements. To adhere to the Hemmersbach Service Delivery Code (SDC) and all other Hemmersbach standards in the corresponding field of service or customer account. To break the company's annual BIG THREE goals down into realizable tasks, which are incorporated into the daily routine Responsibilities and Accountabilities:



- ☐ Proactively manage their areas of responsibility, in particular ensuring that Hemmersbach delivers a high level of internal and external customer satisfaction, which also meets the business goals.
- ☐ Ensure all work is delivered consistently and in accordance with lead measures and Key Performance Indicators (KPIs).
- ☐ Work on day-to-day activities, such as responding to tickets and implementing processes in order to help things run smoothly.
- ☐ Communicate with all levels of Hemmersbach Management, which includes producing reports to a high standard in a timely manner with accurate data.
- ☐ Proactively improve personal skills to achieve better performance and to improve the quality of daily business.

#### Review of this Job Description

This job description is an indicator of general areas of activity and will be amended in light of the changing needs of the organisation. Additionally, the skill development of every employee in this position will be determined once a year via the categorization and feedback procedure.

I, hereby accept and agree the terms and conditions of employment set out in this Job Description.

02.09.2021

Date: \_\_\_\_\_

**SONAL KUMAR SINGH**

Dear **SONAL KUMAR SINGH**

On behalf of CAI Info India Private Ltd., I would like to reconfirm our verbal offer of employment as a "**Jr. Software Engineer**" for an annual CTC of Rs. 3,00,000.00 (Rupees three lakhs thirty thousand) beginning on your anticipated start date, Monday, February 05, 2024. This will be paid to you monthly at the end of each month in increments of Rs. 25,000.00 (gross monthly CTC).

Special Clauses:

- During the period of your employment, the Company may at any time assign or transfer you to any location in the world where the Company/its clients has its establishment. In such an event, you shall be entitled to allowances in accordance with the policies of the Company.
- If you do not have an existing account with ICICI Bank, you will be required to establish one within 2 weeks of your first pay.
- You shall be considered for the next financial review in 2025.

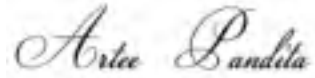
You are required to bring the following documents at the time of reporting for employment: -

- Last updated resume
- Latest passport size photograph
- A copy of Educational Certificates for all years of education and mark cards -
- Copy of passport
- Form 16

Please sign the bottom portion of this letter indicating your acceptance of this position and return the same immediately. You will be issued an appointment letter upon your acceptance of this offer letter.

Thank You and Welcome.

Yours Truly, Accepted By:



**Artee Pandita** \_\_\_\_\_  
**Director-Human Resources**

Divyasree Towers, Floor 5, Guruppanapalya  
Bannerghatta Main Road, Bangalore-560029  
[www.cai.io](http://www.cai.io) [inquire@cai.io](mailto:inquire@cai.io)

Detailed CTC Breakdown:

| Description       | Monthly              | Yearly                 |
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| <b>Total</b>      | <b>INR 25,000.00</b> | <b>INR 3,00,000.00</b> |

Accepted By:

---

Divyasree Towers, Floor 5, Guruppanapalya  
Bannerghatta Main Road, Bangalore-560029  
[www.cai.io](http://www.cai.io) [inquire@cai.io](mailto:inquire@cai.io)

**CAI Info India Private Limited**

080 -45340400



**Subject: Offer of Employment**

Dear Sonia

Heartiest Congratulations to you!

HDFC Life is delighted to offer you the full-time position of Executive Trainee in our contingent upon your successful clearance of MBA examination.

A detailed Compensation structure is enclosed herewith (Annexure 1) for your reference. An appointment letter along with the terms and conditions of employment will be issued to you after joining.

We are extremely excited to have you onboard. We are looking forward to receiving your acceptance of the offer on the duplicate copy of this letter. Please attach your resume and two passport size photographs with the same.

Warm Regards,

**Human Resources**



**Annexure 1**

**Designation:** Executive Trainee

**Band:** J2

**CTC STRUCTURE**

| Pay Items | Per Annum | Per Month |
|-----------|-----------|-----------|
|-----------|-----------|-----------|

| Fixed Pay                                                                                                                                                                                                                                                                                   |          |        |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|--------|
| Basic                                                                                                                                                                                                                                                                                       | 1,15,500 | 9,625  |
| Other Allowance                                                                                                                                                                                                                                                                             | 64,493   | 5,374  |
| Tablet Allowance                                                                                                                                                                                                                                                                            | 12,000   | 1,000  |
| Daily Activity Allowance                                                                                                                                                                                                                                                                    | 24,000   | 2,000  |
| House Rental Allowance                                                                                                                                                                                                                                                                      | 69,300   | 5,775  |
| Statutory Bonus                                                                                                                                                                                                                                                                             | 24,000   | 2000   |
| Total Monthly Gross                                                                                                                                                                                                                                                                         | 3,09,293 | 25,774 |
| Retirals and Other Benefits (As per relevant Regulations & Acts)                                                                                                                                                                                                                            |          |        |
| Provident Fund                                                                                                                                                                                                                                                                              | 21,600   |        |
| Gratuity                                                                                                                                                                                                                                                                                    | 5,582    |        |
| Flexi Pay                                                                                                                                                                                                                                                                                   | 41,225   |        |
| Valued Benefits                                                                                                                                                                                                                                                                             |          |        |
| Group Insurance Benefit                                                                                                                                                                                                                                                                     | 7,300    |        |
| Fixed Cost to Company                                                                                                                                                                                                                                                                       | 3,85,000 |        |
| Variable Pay                                                                                                                                                                                                                                                                                |          |        |
| Variable Pay for Performance <sup>2</sup>                                                                                                                                                                                                                                                   | 40,000   |        |
| Total Cost to Company                                                                                                                                                                                                                                                                       | 4,25,000 |        |
| <sup>2</sup> Variable Pay for Performance (VPP) is subject to your achieving a rating of “3-Meets Expectations” and above. The rating is assigned to an individual, on successful completion of the Executive Trainee Program (12 m), basis actual performance against the defined targets. |          |        |
| Other Benefits (as per prevalent Company Policy):                                                                                                                                                                                                                                           |          |        |
| Group Term Insurance: Term cover of INR 12,00,000 Mediclaim: INR 4,00,000 for self and dependents                                                                                                                                                                                           |          |        |

<sup>1</sup>

**Flexi Pay:**

- Flexi component amount allocation can be planned by you in Flexi Benefit Planner. Please note that component selection will alter your monthly take home as against the aforementioned monthly gross
- LTA, Mobile Handset Allowance, Fuel & Driver are reimbursable components. On opting for these, the payout will be made only after submission of documents as provided in the Flexi Policy □ **Maximum amounts allocable under Flexi Pay are following:**

| Component                    | Per annum | Per month |
|------------------------------|-----------|-----------|
| LTA (Leave Travel Allowance) | 9,625     | 802       |
| Mobile Handset Allowance     | 10,000    | 833       |
| Fuel & Driver                | 21,600    | 1,800     |



## EMPLOYMENT CONTRACT

between

Hemmersbach India Private Limited,  
M/s. Whitefield Area Commerce and Industries Association (WACIA),  
No.40-J, WACIA Road, Mahadevapura post, Bangalore - 560048 a  
Company incorporated under the Companies Act, 2013  
- hereinafter referred to as the “Company” -

and

- SONITH

- hereinafter referred to as the “Employee”<sup>1</sup> -

Each of the aforesaid shall hereinafter be referred to individually as a “Party” and collectively as “Parties”.

The following employment contract is concluded:

### 1 COMMENCEMENT OF THE EMPLOYMENT CONTRACT

The employment contract shall commence accordingly.

### 2 PROBATIONARY PERIOD

- 2.1 A probationary period of six (6) months is agreed and shall end on 03.04.2021. An extension of the probationary period may be determined by the Company in its sole and absolute discretion.
- 2.2 The employment contract may be terminated by either party at any time during the probationary period giving a written notice period of one (1) month to the other party or paying the equivalent of one (1) month’s Basic Salary in lieu of such notice.

### 3 TYPE AND SCOPE OF THE ROLE

- 3.1 CHANDU Lis employed as a Service Desk Manager.
- 3.2 The Employee shall work exclusively for the Company and shall perform such duties, functions and responsibilities as are customarily associated with such position and as directed by the Company. The Employee will perform his duties with due care, skill and highest professional standards to the satisfaction of the Company’s management. The duties and responsibilities of the Employee are as set out in the job description as attached in ANNEXURE A.
- 3.3 The nature of the Company’s business requires that the Employee is flexible in his approach to work in order to service its best interests. Accordingly, the Employee agrees that the Company may at any



time vary the position, scope of duties, and responsibilities of the Employee. The Employee may be required to undertake

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References to the masculine form always refer to both male and female employees. For the purposes of simplification the masculine form is used.

different duties or reporting line be changed in order to take into account the changing needs of the Company's business and Employee's role within it.

- 3.4 The Employee is employed to work at the Bangalore site. It is possible that the Employee may be relocated to a different site due to a project at any time for operational reasons. No expenses will be payable to the Employee for relocation/travel etc. for the purposes of joining.
- 3.5 Clauses 3.3 and 3.4 shall not affect the remuneration provisions.
- 3.6 The Employee shall serve the Company faithfully, conscientiously and to the best of his ability and shall promote the interests and reputation of the Company. The Employee will abide by the time schedule and holiday schedule of the Company and will show due commitment and diligence in his work.
- 3.7 The Employee shall place all of his work capacity at the Company's disposal. The Company shall be informed in writing of any secondary employment. Secondary employment which affects the work assignments of the Employee and the legitimate commercial interests of the Company may only be exercised after consent has been given. During the term of this employment contract the Employee may not conclude any business transactions on his own behalf or on account of a third party.
- 3.8 Unless prevented by sickness or disability, the Employee shall devote all of his time, attention, knowledge, energy and skills during normal working hours and at such other times as the Employee's duties and responsibilities may require. The working hours are however to be placed in accordance with Company, client and project requirements. The Employee understands that as the Company works with strong global interactions, there will be a need for meetings, conference calls at different timings and days including holidays.
- 3.9 The Employee is obligated to participate in the improvement and reduction in price of work procedures and distribution procedures.

#### 4 WORKING HOURS

- 4.1 The Employee will place his entire effort, knowledge, and skill in the service of the Company. She shall work a minimum of 40 (forty) hours on five days per week. She is obliged, however, to be available for the Company at any time, as far as the concerns of the Company require, and to attend to its interests without any entitlement to overtime pay or other compensation.
- 4.2 [The Employee is obligated to be available to be on-call or on-standby. The frequency and scope of being oncall / on-standby shall be determined by the department.]
- 4.3 Daily starting and finishing times and breaks shall comply with the respective company operational arrangements. The Company is entitled to make changes to this.

#### 5 REMUNERATION

- 5.1 The Employee shall receive an annual salary in the amount of INR 3,36,000.00 gross. The remuneration is to be paid in Indian Rupees in twelve (12) equal parts.

- 5.2 Payment shall be made on the last day of the month by bank transfer to a bank account of the Employee, details of which shall be given within one (1) week of the conclusion of the contract.
- 5.3 The remunerations paid to the Employee shall be subject to usual statutory and other deductions, including tax and any other contributions normally required to be withheld by an Employer under applicable laws in India.
- 5.4 The Employee shall be solely responsible for paying any taxes direct or indirect, State or local and other obligations and the filing of any required returns or other information relating hereto.
- 5.5 The Employee is obligated to keep the amount of his payments confidential.

## 6 ACCEPTING THIRD-PARTY BENEFITS

The Company is committed to ensuring all business relationships with suppliers and clients are legal and based on professional integrity. The Employee shall strictly adhere to Company's business conduct and Integrity policy and refrain from accepting gifts from Vendors / Suppliers / Customers / Other agencies at all times. The Employee is obligated to immediately inform the Company of any such attempts made towards him.

## 7 OVERTIME/OVERTIME PAY

The Employee is permitted trust-based working hours. In return any overtime worked is compensated in full by salary without any additional entitlement to overtime pay or other compensation.

## 8 INABILITY TO ATTEND TO WORK

- 8.1 Any inability to carry out duties shall be reported to the Country Manager or direct supervisor immediately, as well as the duration and the reason. This must be done between 8:00 a.m. at the earliest and 9:00 a.m. at the latest (sick report).
- 8.2 On the last day of absence from work the Country Manager or direct supervisor shall be informed about when the employee will resume his/her work by phone. This must be done by 4:00 p.m. at the latest (recovery report).
- 8.3 If the Employee is ill for longer than two (2) days, a doctor's note regarding his inability to attend work and the expected duration shall be provided not later than on the third (3) day after the commencement of the inability to work. A new doctor's note shall be submitted on the next working day after the expiry of the expected duration of the inability to attend work as stated in the doctor's note.
- 8.4 If the Employee repeatedly and, despite warnings, fails to inform the Company of his illness and / or fails to present the Company with a doctor's note, the Company is entitled to terminate the employment contract without adhering to a notice period.

## 9 CONTINUED REMUNERATION WHEN UNABLE TO ATTEND WORK

- 9.1 If the Employee is not able to attend work due to illness, he shall be entitled to a maximum of twelve (12) days per annum of paid sick leave.
- 9.2 Accrued sick leave can't be carried over to the next calendar year.
- 9.3 Paid sick leave may not be used to extend a holiday or vacation and once an employee has given notice to quit. Sick leave will not be paid out upon the termination.

- 9.4 If the Employee has the right to claim damages from a third party regarding loss of earnings which he is entitled to because he is unable to attend work, he hereby assigns this right to the Company if his salary continues to be paid while he is unable to attend work.
- 9.5 In accordance with the agreed regulations above, the Employee shall, in particular, immediately provide the Company with all information necessary to enforce their claim for damages.
- 9.6 The Employee is further advised that the Company is entitled to refuse to continue to pay his remuneration if the Employee has not satisfied his obligations arising from section 8 and 9 of this contract.
- 9.7 The Employee shall not be entitled to payment in lieu of not availed sick leave at any time.

## 10 ANNUAL LEAVE

- 10.1 The Employee shall receive 18 (eighteen) working days of annual/privileged leave with full pay per calendar year. If the employment contract is not in force for a whole year, the Employee shall receive 1/12 of his annual leave entitlement for each completed calendar month.
- 10.2 The Company must approve when annual leave is taken. The Employee must request annual leave in good time. Annual leave must be discussed with the Head of Department and must abide by the valid arrangements regarding absence cover in the respective area. Disrupting normal business operations is to be avoided at all costs.
- 10.3 Annual leave must be taken in the current leave year. The leave year begins on January 01st and ends on December 31st. Carrying annual leave over to the next calendar year is only permitted with the consent of the Company. In the event annual leave is carried over, it must be taken by March 31st of the following year at the latest.

Exceptions to this require special management approval.

- 10.4 Upon termination of the Employment (however occasioned) the Employee shall be paid in lieu of any accrued and not availed annual leave to which the Employee becomes entitled during the Employment. Payment for accrued annual leave shall be calculated on the basis of the rate of the Basic Salary. The Annual term shall be calculated exclusive of public holidays.
- 10.5 The Employee is entitled to 7 days of Public Holidays, which are defined as per Company policy. The Company is entitled to change these Public Holidays due to operational reasons at any time.
- 10.6 The Employee shall be entitled to 2 (two) days paid casual leave per calendar year. This leave is available to use as it is accrued. Accrued leave can't be carried over to the next calendar year.
- 10.7 Any leave is subject to approval by the Company and shall be in accordance with the relevant regulations regarding temporary replacements. Interruption of business operations has to be avoided.

## 11 TERMINATION OF THE EMPLOYMENT CONTRACT

- 11.1 As stated in section 1 this employment contract is for a fixed term until 03.10.2022 and shall end on that date without notice having to be given.
- 11.2 On completion of the probation period, either initial, or extended, as the case may be, the Employment of the Employee with the Company will end as defined under clause 1.
- 11.3 Either party can terminate this Agreement with a written notice of two (2) months or two (2) months' salary in lieu of notice. The official notification becomes valid upon arrival of delivery.

- 11.4 In any case of notice, the Company is entitled to release the Employee from work under deduction of any vacation time remaining due up to the expiration of the period of notice.
- 11.5 The right to terminate the Contract extraordinarily remains unaffected. In particular and without prejudice to the generality of the foregoing provision, the Company shall be entitled to terminate the Contract summarily by written notice and without any payment in lieu of notice (but without prejudice to the rights and remedies of the Company for any breach of this Contract of Employment and to the Employee's continuing obligations) in any of the following events:
- (a) If the Employee commits any serious or wilful or persistent breach or breaches of any express or implied term of this Contract.
  - (b) If the Employee commits any serious or wilful or persistent breach or breaches of any express or implied Company policy.
  - (c) If the Company has good reason to believe that the Employee has committed any criminal offence or been guilty of any dishonesty or serious misconduct whether during the performance of his duties or otherwise.
  - (d) If the Employee's petitions for bankruptcy or has a bankruptcy order made against him or applies to take the benefit of any legislation for the relief of insolvent debtors or if he makes any composition with his creditors.
  - (e) If any information relating to the Employee's suitability for Employment by the Company and provided in the course of applying for Employment is found to be materially false or misleading.
- 11.6 A notice by the Employee may be submitted to the Supervisor/Director / Managing Director of the Company.
- 11.7 It is not permitted to terminate the employment contract giving proper notice before the agreed start date.
- 11.8 Upon cessation of this employment contract or in the event that the Company has granted leave from duty, the Employee must immediately and completely release to the Company all documents, objects and data regarding the affairs of the Company, especially keys, badges, telephones, computers, books, models, and recordings of any type including any duplicates for copies in his possession. The Employee acknowledges that all objects and data are the property of the Company and therefore he has no right to retention. If the Company property is not returned, a fee of INR 3,500.00 (three thousand five hundred) shall be deducted from the salary of the Employee.
- 11.9 The employment contract shall cease automatically without notice of termination upon expiry of the month in which the Employee reaches the age of 65 or when a total loss of working capacity is ascertained.

## 12 CONFIDENTIALTY

- 12.1 The Employee is obligated to keep all confidential matters, in particular business and trade secrets of the Company, and companies and persons affiliated with the Company strictly confidential. This obligation shall also continue to persist after the cessation of the employment contract.
- 12.2 All documents relating to the Company or to companies and persons affiliated with the Company, in particular all notes, specifications for tenders and contracts, records, reports, correspondence and similar documents including any copies thereof, all data carriers/data and all items provided to the Employee shall be handled with care and may only be used for business purposes. Removing these items from the business premises or a reproduction of the data/items is prohibited.

- 12.3 When the employment contract ends or upon commencement of a leave of absence when notice to terminate the employment contract has been given the Employee shall return to the Company unprompted all documents, data carriers and items in his possession which were provided to him during his employment. During the period of the employment contract this is to be done if ordered to do so. This applies correspondingly to non-physical information and materials, such as computer programs and other data, for example. The Employee is not permitted to retain back-ups of these.
- 12.4 The Employee is obligated to keep individual arrangements in or regarding this contract of employment confidential towards third parties. This includes in particular salary and, in case of fixed term contracts, the duration.

### 13 REPORTING CHANGES

Changes to marital status, place of residence and matters which could cause special statutory privileges, e.g. severe disablement and other matters which are important to the Company, shall be reported to the Company immediately.

### 14 CODE OF CONDUCT

- 14.1 The Employee shall strictly adhere to the Company's code of conduct and all the disciplinary rules and regulations as in force from time to time.
- 14.2 The Employee shall refrain from engaging in any illegal or immoral activities within Company premises as well outside which can bring disrepute to the Company.
- 14.3 The Employee shall not use Company's assets and facilities for their private use without prior information and approval from his supervisor. The Employee shall refrain from doing his personal work / private business during the office working hours.
- 14.4 Whilst the Company encourages the use of email and the internet to aid communication and improve efficiency, inappropriate use of these systems can cause serious problems which may involve legal claims against both the Company and individual Employee. In line with the Hemmersbach Group, therefore the Employee agrees to abide by the rules of the Company Policy.

### 15 USE OF EQUIPMENT

The Employee undertakes to comply with the rules of the Company in force from time to time concerning the use of materials, equipment and computer systems of the Company and the Group Companies. The Employee gives his consent to a representative of the Company gaining access to the email of the Employee in case of absence or in order to protect the interest of the Company.

### 16 DATA PROTECTION

Any data arising due to and during the employment will be stored and processed in the headquarters of the Hemmersbach Group, based in Nuremberg, Germany. Both parties shall therefore adhere to the statutory stipulations of the General Data Protection Regulation (GDPR) under European law, while considering the local data protection requirements. The Employee gives his consent to the Company and the Hemmersbach Group of Companies processing and transferring work related data (including data relating to sickness affecting the performance of the Employee) within India and abroad as the case may be for purposes related to the Employment, other administrative purposes or any other purpose related to the collection, storage or transfer of personal data in compliance with applicable Indian law.

## 17 BACKGROUND CHECK

- 17.1 The Employee agrees to provide the Company with an official document issued by the police or a governmental agency (e.g. criminal record / certificate of good conduct) in order to testify any criminal records as part of a background check. This certificate or at least the confirmation of the request should be presented to the Company at the latest on the first working day.
- 17.2 The Employee agrees to undergo further background checks (e.g. advanced security vetting), if these are or will be required for the role.

## 18 WRITTEN FORM AND EXISTENCE OF THE CONTRACT

- 18.1 Ancillary agreements and amendments are only valid, if they are in writing, signed and have approval by decision of the Shareholders' meeting; this also applies to the waiver of this written form requirement.
- 18.2 If one of the provisions of this contract is or becomes invalid, in whole or in part, this shall not affect the validity of the remaining provisions. In such a case the contract shall be executed as the Parties intended. If the validity of a provision of performance or time is affected, it shall be replaced by the provision permitted by law.

## 19 JURISDICTION

The terms of this Agreement shall be construed in accordance with the laws of India and both parties irrevocably submit to the jurisdiction of the Courts of Bangalore to settle any disputes that may arise in connection with this Employment.

## 20 COPIES OF THIS CONTRACT

The Company and the Employee have each received one copy of this contract.

## 21 MISCELLANEOUS

- 21.1 The Employee is not permitted to use the Company's Internet or telephone for private purposes. Likewise sending private emails is prohibited.
- 21.2 Working or driving a company car under the influence of alcohol or drugs is strictly prohibited.
- 21.3 The company shall be informed in writing of the loss of your driving licence including information regarding the duration of and reason for said loss. If a driving licence is required to carry out his role the Company reserves the right to terminate the employment contract without notice.
- 21.4 The Company is entitled to save all use of the email system and the Internet in order to monitor adherence to the above provisions using the saved data for a maximum duration of three months.



The undersigned hereby acknowledge that they have read and fully understand the terms of this Agreement, the terms and conditions of which are hereby incorporated and acknowledged by this document.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first below written.

Date: 02.09.2021

Date: 02.09.2022



---

Mr. Kunal Verma  
Country Manager, India  
Hemmersbach India Private Limited

Enclosure:

☐ Annexure A: Job Description

Annexure A

## JOB DESCRIPTION

Position: Service Desk Manager  
Job Family: Admin-Operations  
Reports to: Teamlead-Operations, Manager, Country Manager

---

The employee is expected to perform his / her duties as outlined here. The continuity of this contract is dependent upon the fulfillments of the job responsibilities expressed therein. In some circumstances the employee may also be required to perform tasks other than those stated here and is expected to do so with the utmost diligence and professionalism. This shall not affect the remuneration provisions.

For project requirements, the employee might be required to work on project shift duty based on project need. Job

Purpose:

To undertake all administrative tasks and activities in a professional and timely manner and in accordance with all internal process requirements. To adhere to the Hemmersbach Service Delivery Code (SDC) and all other Hemmersbach standards in the corresponding field of service or customer account. To break the company's annual BIG THREE goals down into realizable tasks, which are incorporated into the daily routine Responsibilities and Accountabilities:

- Proactively manage their areas of responsibility, in particular ensuring that Hemmersbach delivers a high level of internal and external customer satisfaction, which also meets the business goals.
- Ensure all work is delivered consistently and in accordance with lead measures and Key Performance Indicators (KPIs).
- Work on day-to-day activities, such as responding to tickets and implementing processes in order to help things run smoothly.
- Communicate with all levels of Hemmersbach Management, which includes producing reports to a high standard in a timely manner with accurate data.
- Proactively improve personal skills to achieve better performance and to improve the quality of daily business.

#### Review of this Job Description

This job description is an indicator of general areas of activity and will be amended in light of the changing needs of the organisation. Additionally, the skill development of every employee in this position will be determined once a year via the categorization and feedback procedure.

I, hereby accept and agree the terms and conditions of employment set out in this Job Description.

02.09.2021

Date: \_\_\_\_\_



## EMPLOYMENT CONTRACT

between

Hemmersbach India Private Limited,  
M/s. Whitefield Area Commerce and Industries Association (WACIA),  
No.40-J, WACIA Road, Mahadevapura post, Bangalore - 560048 a  
Company incorporated under the Companies Act, 2013  
- hereinafter referred to as the “Company” -

and

- SONU SEBASTIAN

- hereinafter referred to as the “Employee”<sup>1</sup> -

Each of the aforesaid shall hereinafter be referred to individually as a “Party” and collectively as “Parties”.

The following employment contract is concluded:

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time vary the position, scope of duties, and responsibilities of the Employee. The Employee may be required to undertake

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## 8 INABILITY TO ATTEND TO WORK

- 8.1 Any inability to carry out duties shall be reported to the Country Manager or direct supervisor immediately, as well as the duration and the reason. This must be done between 8:00 a.m. at the earliest and 9:00 a.m. at the latest (sick report).
- 8.2 On the last day of absence from work the Country Manager or direct supervisor shall be informed about when the employee will resume his/her work by phone. This must be done by 4:00 p.m. at the latest (recovery report).
- 8.3 If the Employee is ill for longer than two (2) days, a doctor's note regarding his inability to attend work and the expected duration shall be provided not later than on the third (3) day after the commencement of the inability to work. A new doctor's note shall be submitted on the next working day after the expiry of the expected duration of the inability to attend work as stated in the doctor's note.
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## 9 CONTINUED REMUNERATION WHEN UNABLE TO ATTEND WORK

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- 10.1 The Employee shall receive 18 (eighteen) working days of annual/privileged leave with full pay per calendar year. If the employment contract is not in force for a whole year, the Employee shall receive 1/12 of his annual leave entitlement for each completed calendar month.
- 10.2 The Company must approve when annual leave is taken. The Employee must request annual leave in good time. Annual leave must be discussed with the Head of Department and must abide by the valid arrangements regarding absence cover in the respective area. Disrupting normal business operations is to be avoided at all costs.
- 10.3 Annual leave must be taken in the current leave year. The leave year begins on January 01st and ends on December 31st. Carrying annual leave over to the next calendar year is only permitted with the consent of the Company. In the event annual leave is carried over, it must be taken by March 31st of the following year at the latest.

Exceptions to this require special management approval.

- 10.4 Upon termination of the Employment (however occasioned) the Employee shall be paid in lieu of any accrued and not availed annual leave to which the Employee becomes entitled during the Employment. Payment for accrued annual leave shall be calculated on the basis of the rate of the Basic Salary. The Annual term shall be calculated exclusive of public holidays.
- 10.5 The Employee is entitled to 7 days of Public Holidays, which are defined as per Company policy. The Company is entitled to change these Public Holidays due to operational reasons at any time.
- 10.6 The Employee shall be entitled to 2 (two) days paid casual leave per calendar year. This leave is available to use as it is accrued. Accrued leave can't be carried over to the next calendar year.
- 10.7 Any leave is subject to approval by the Company and shall be in accordance with the relevant regulations regarding temporary replacements. Interruption of business operations has to be avoided.

## 11 TERMINATION OF THE EMPLOYMENT CONTRACT

- 11.1 As stated in section 1 this employment contract is for a fixed term until 03.10.2022 and shall end on that date without notice having to be given.
- 11.2 On completion of the probation period, either initial, or extended, as the case may be, the Employment of the Employee with the Company will end as defined under clause 1.
- 11.3 Either party can terminate this Agreement with a written notice of two (2) months or two (2) months' salary in lieu of notice. The official notification becomes valid upon arrival of delivery.

- 11.4 In any case of notice, the Company is entitled to release the Employee from work under deduction of any vacation time remaining due up to the expiration of the period of notice.
- 11.5 The right to terminate the Contract extraordinarily remains unaffected. In particular and without prejudice to the generality of the foregoing provision, the Company shall be entitled to terminate the Contract summarily by written notice and without any payment in lieu of notice (but without prejudice to the rights and remedies of the Company for any breach of this Contract of Employment and to the Employee's continuing obligations) in any of the following events:
- (a) If the Employee commits any serious or wilful or persistent breach or breaches of any express or implied term of this Contract.
  - (b) If the Employee commits any serious or wilful or persistent breach or breaches of any express or implied Company policy.
  - (c) If the Company has good reason to believe that the Employee has committed any criminal offence or been guilty of any dishonesty or serious misconduct whether during the performance of his duties or otherwise.
  - (d) If the Employee's petitions for bankruptcy or has a bankruptcy order made against him or applies to take the benefit of any legislation for the relief of insolvent debtors or if he makes any composition with his creditors.
  - (e) If any information relating to the Employee's suitability for Employment by the Company and provided in the course of applying for Employment is found to be materially false or misleading.
- 11.6 A notice by the Employee may be submitted to the Supervisor/Director / Managing Director of the Company.
- 11.7 It is not permitted to terminate the employment contract giving proper notice before the agreed start date.
- 11.8 Upon cessation of this employment contract or in the event that the Company has granted leave from duty, the Employee must immediately and completely release to the Company all documents, objects and data regarding the affairs of the Company, especially keys, badges, telephones, computers, books, models, and recordings of any type including any duplicates for copies in his possession. The Employee acknowledges that all objects and data are the property of the Company and therefore he has no right to retention. If the Company property is not returned, a fee of INR 3,500.00 (three thousand five hundred) shall be deducted from the salary of the Employee.
- 11.9 The employment contract shall cease automatically without notice of termination upon expiry of the month in which the Employee reaches the age of 65 or when a total loss of working capacity is ascertained.

## 12 CONFIDENTIALTY

- 12.1 The Employee is obligated to keep all confidential matters, in particular business and trade secrets of the Company, and companies and persons affiliated with the Company strictly confidential. This obligation shall also continue to persist after the cessation of the employment contract.
- 12.2 All documents relating to the Company or to companies and persons affiliated with the Company, in particular all notes, specifications for tenders and contracts, records, reports, correspondence and similar documents including any copies thereof, all data carriers/data and all items provided to the Employee shall be handled with care and may only be used for business purposes. Removing these items from the business premises or a reproduction of the data/items is prohibited.

- 12.3 When the employment contract ends or upon commencement of a leave of absence when notice to terminate the employment contract has been given the Employee shall return to the Company unprompted all documents, data carriers and items in his possession which were provided to him during his employment. During the period of the employment contract this is to be done if ordered to do so. This applies correspondingly to non-physical information and materials, such as computer programs and other data, for example. The Employee is not permitted to retain back-ups of these.
- 12.4 The Employee is obligated to keep individual arrangements in or regarding this contract of employment confidential towards third parties. This includes in particular salary and, in case of fixed term contracts, the duration.

### 13 REPORTING CHANGES

Changes to marital status, place of residence and matters which could cause special statutory privileges, e.g. severe disablement and other matters which are important to the Company, shall be reported to the Company immediately.

### 14 CODE OF CONDUCT

- 14.1 The Employee shall strictly adhere to the Company's code of conduct and all the disciplinary rules and regulations as in force from time to time.
- 14.2 The Employee shall refrain from engaging in any illegal or immoral activities within Company premises as well outside which can bring disrepute to the Company.
- 14.3 The Employee shall not use Company's assets and facilities for their private use without prior information and approval from his supervisor. The Employee shall refrain from doing his personal work / private business during the office working hours.
- 14.4 Whilst the Company encourages the use of email and the internet to aid communication and improve efficiency, inappropriate use of these systems can cause serious problems which may involve legal claims against both the Company and individual Employee. In line with the Hemmersbach Group, therefore the Employee agrees to abide by the rules of the Company Policy.

### 15 USE OF EQUIPMENT

The Employee undertakes to comply with the rules of the Company in force from time to time concerning the use of materials, equipment and computer systems of the Company and the Group Companies. The Employee gives his consent to a representative of the Company gaining access to the email of the Employee in case of absence or in order to protect the interest of the Company.

### 16 DATA PROTECTION

Any data arising due to and during the employment will be stored and processed in the headquarters of the Hemmersbach Group, based in Nuremberg, Germany. Both parties shall therefore adhere to the statutory stipulations of the General Data Protection Regulation (GDPR) under European law, while considering the local data protection requirements. The Employee gives his consent to the Company and the Hemmersbach Group of Companies processing and transferring work related data (including data relating to sickness affecting the performance of the Employee) within India and abroad as the case may be for purposes related to the Employment, other administrative purposes or any other purpose related to the collection, storage or transfer of personal data in compliance with applicable Indian law.



## 17 BACKGROUND CHECK

- 17.1 The Employee agrees to provide the Company with an official document issued by the police or a governmental agency (e.g. criminal record / certificate of good conduct) in order to testify any criminal records as part of a background check. This certificate or at least the confirmation of the request should be presented to the Company at the latest on the first working day.
- 17.2 The Employee agrees to undergo further background checks (e.g. advanced security vetting), if these are or will be required for the role.

## 18 WRITTEN FORM AND EXISTENCE OF THE CONTRACT

- 18.1 Ancillary agreements and amendments are only valid, if they are in writing, signed and have approval by decision of the Shareholders' meeting; this also applies to the waiver of this written form requirement.
- 18.2 If one of the provisions of this contract is or becomes invalid, in whole or in part, this shall not affect the validity of the remaining provisions. In such a case the contract shall be executed as the Parties intended. If the validity of a provision of performance or time is affected, it shall be replaced by the provision permitted by law.

## 19 JURISDICTION

The terms of this Agreement shall be construed in accordance with the laws of India and both parties irrevocably submit to the jurisdiction of the Courts of Bangalore to settle any disputes that may arise in connection with this Employment.

## 20 COPIES OF THIS CONTRACT

The Company and the Employee have each received one copy of this contract.

## 21 MISCELLANEOUS

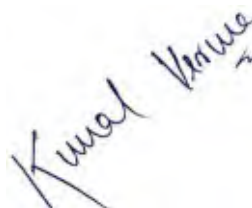
- 21.1 The Employee is not permitted to use the Company's Internet or telephone for private purposes. Likewise sending private emails is prohibited.
- 21.2 Working or driving a company car under the influence of alcohol or drugs is strictly prohibited.
- 21.3 The company shall be informed in writing of the loss of your driving licence including information regarding the duration of and reason for said loss. If a driving licence is required to carry out his role the Company reserves the right to terminate the employment contract without notice.
- 21.4 The Company is entitled to save all use of the email system and the Internet in order to monitor adherence to the above provisions using the saved data for a maximum duration of three months.

The undersigned hereby acknowledge that they have read and fully understand the terms of this Agreement, the terms and conditions of which are hereby incorporated and acknowledged by this document.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first below written.

Date: 02.09.2021

Date: 02.09.2022



Mr. Kunal Verma  
Country Manager, India  
Hemmersbach India Private Limited

Enclosure:

☐ Annexure A: Job Description

Annexure A

## JOB DESCRIPTION

Position: Service Desk Manager  
Job Family: Admin-Operations  
Reports to: Teamlead-Operations, Manager, Country Manager

The employee is expected to perform his / her duties as outlined here. The continuity of this contract is dependent upon the fulfillments of the job responsibilities expressed therein. In some circumstances the employee may also be required to perform tasks other than those stated here and is expected to do so with the utmost diligence and professionalism. This shall not affect the remuneration provisions.

For project requirements, the employee might be required to work on project shift duty based on project need. Job

Purpose:

To undertake all administrative tasks and activities in a professional and timely manner and in accordance with all internal process requirements. To adhere to the Hemmersbach Service Delivery Code (SDC) and all other Hemmersbach standards in the corresponding field of service or customer account. To break the company's annual BIG THREE goals down into realizable tasks, which are incorporated into the daily routine Responsibilities and Accountabilities:



- ❑ Proactively manage their areas of responsibility, in particular ensuring that Hemmersbach delivers a high level of internal and external customer satisfaction, which also meets the business goals.
- ❑ Ensure all work is delivered consistently and in accordance with lead measures and Key Performance Indicators (KPIs).
- ❑ Work on day-to-day activities, such as responding to tickets and implementing processes in order to help things run smoothly.
- ❑ Communicate with all levels of Hemmersbach Management, which includes producing reports to a high standard in a timely manner with accurate data.
- ❑ Proactively improve personal skills to achieve better performance and to improve the quality of daily business.

#### Review of this Job Description

This job description is an indicator of general areas of activity and will be amended in light of the changing needs of the organisation. Additionally, the skill development of every employee in this position will be determined once a year via the categorization and feedback procedure.

I, hereby accept and agree the terms and conditions of employment set out in this Job Description.

02.09.2021

Date: \_\_\_\_\_

## EMPLOYMENT CONTRACT

between

Hemmersbach India Private Limited,  
M/s. Whitefield Area Commerce and Industries Association (WACIA),  
No.40-J, WACIA Road, Mahadevapura post, Bangalore - 560048 a  
Company incorporated under the Companies Act, 2013  
- hereinafter referred to as the "Company" -

and

-SOWMYAA

- hereinafter referred to as the "Employee"<sup>1</sup> -

Each of the aforesaid shall hereinafter be referred to individually as a "Party" and collectively as "Parties".

The following employment contract is concluded:

### 1 COMMENCEMENT OF THE EMPLOYMENT CONTRACT

The employment contract shall commence accordingly.

### 2 PROBATIONARY PERIOD

- 2.1 A probationary period of six (6) months is agreed and shall end on 03.04.2021. An extension of the probationary period may be determined by the Company in its sole and absolute discretion.
- 2.2 The employment contract may be terminated by either party at any time during the probationary period giving a written notice period of one (1) month to the other party or paying the equivalent of one (1) month's Basic Salary in lieu of such notice.

### 3 TYPE AND SCOPE OF THE ROLE

- 3.1 CHANDU Lis employed as a Service Desk Manager.
- 3.2 The Employee shall work exclusively for the Company and shall perform such duties, functions and responsibilities as are customarily associated with such position and as directed by the Company. The Employee will perform his duties with due care, skill and highest professional standards to the satisfaction of the Company's management. The duties and responsibilities of the Employee are as set out in the job description as attached in ANNEXURE A.
- 3.3 The nature of the Company's business requires that the Employee is flexible in his approach to work in order to service its best interests. Accordingly, the Employee agrees that the Company may at any

time vary the position, scope of duties, and responsibilities of the Employee. The Employee may be required to undertake

<sup>1</sup>

References to the masculine form always refer to both male and female employees. For the purposes of simplification the masculine form is used.

different duties or reporting line be changed in order to take into account the changing needs of the Company's business and Employee's role within it.

- 3.4 The Employee is employed to work at the Bangalore site. It is possible that the Employee may be relocated to a different site due to a project at any time for operational reasons. No expenses will be payable to the Employee for relocation/travel etc. for the purposes of joining.
- 3.5 Clauses 3.3 and 3.4 shall not affect the remuneration provisions.
- 3.6 The Employee shall serve the Company faithfully, conscientiously and to the best of his ability and shall promote the interests and reputation of the Company. The Employee will abide by the time schedule and holiday schedule of the Company and will show due commitment and diligence in his work.
- 3.7 The Employee shall place all of his work capacity at the Company's disposal. The Company shall be informed in writing of any secondary employment. Secondary employment which affects the work assignments of the Employee and the legitimate commercial interests of the Company may only be exercised after consent has been given. During the term of this employment contract the Employee may not conclude any business transactions on his own behalf or on account of a third party.
- 3.8 Unless prevented by sickness or disability, the Employee shall devote all of his time, attention, knowledge, energy and skills during normal working hours and at such other times as the Employee's duties and responsibilities may require. The working hours are however to be placed in accordance with Company, client and project requirements. The Employee understands that as the Company works with strong global interactions, there will be a need for meetings, conference calls at different timings and days including holidays.
- 3.9 The Employee is obligated to participate in the improvement and reduction in price of work procedures and distribution procedures.

#### 4 WORKING HOURS

- 4.1 The Employee will place his entire effort, knowledge, and skill in the service of the Company. She shall work a minimum of 40 (forty) hours on five days per week. She is obliged, however, to be available for the Company at any time, as far as the concerns of the Company require, and to attend to its interests without any entitlement to overtime pay or other compensation.
- 4.2 [The Employee is obligated to be available to be on-call or on-standby. The frequency and scope of being oncall / on-standby shall be determined by the department.]
- 4.3 Daily starting and finishing times and breaks shall comply with the respective company operational arrangements. The Company is entitled to make changes to this.

#### 5 REMUNERATION

- 5.1 The Employee shall receive an annual salary in the amount of INR 3,36,000.00 gross. The remuneration is to be paid in Indian Rupees in twelve (12) equal parts.

- 5.2 Payment shall be made on the last day of the month by bank transfer to a bank account of the Employee, details of which shall be given within one (1) week of the conclusion of the contract.
- 5.3 The remunerations paid to the Employee shall be subject to usual statutory and other deductions, including tax and any other contributions normally required to be withheld by an Employer under applicable laws in India.
- 5.4 The Employee shall be solely responsible for paying any taxes direct or indirect, State or local and other obligations and the filing of any required returns or other information relating hereto.
- 5.5 The Employee is obligated to keep the amount of his payments confidential.

## 6 ACCEPTING THIRD-PARTY BENEFITS

The Company is committed to ensuring all business relationships with suppliers and clients are legal and based on professional integrity. The Employee shall strictly adhere to Company's business conduct and Integrity policy and refrain from accepting gifts from Vendors / Suppliers / Customers / Other agencies at all times. The Employee is obligated to immediately inform the Company of any such attempts made towards him.

## 7 OVERTIME/OVERTIME PAY

The Employee is permitted trust-based working hours. In return any overtime worked is compensated in full by salary without any additional entitlement to overtime pay or other compensation.

## 8 INABILITY TO ATTEND TO WORK

- 8.1 Any inability to carry out duties shall be reported to the Country Manager or direct supervisor immediately, as well as the duration and the reason. This must be done between 8:00 a.m. at the earliest and 9:00 a.m. at the latest (sick report).
- 8.2 On the last day of absence from work the Country Manager or direct supervisor shall be informed about when the employee will resume his/her work by phone. This must be done by 4:00 p.m. at the latest (recovery report).
- 8.3 If the Employee is ill for longer than two (2) days, a doctor's note regarding his inability to attend work and the expected duration shall be provided not later than on the third (3) day after the commencement of the inability to work. A new doctor's note shall be submitted on the next working day after the expiry of the expected duration of the inability to attend work as stated in the doctor's note.
- 8.4 If the Employee repeatedly and, despite warnings, fails to inform the Company of his illness and / or fails to present the Company with a doctor's note, the Company is entitled to terminate the employment contract without adhering to a notice period.

## 9 CONTINUED REMUNERATION WHEN UNABLE TO ATTEND WORK

- 9.1 If the Employee is not able to attend work due to illness, he shall be entitled to a maximum of twelve (12) days per annum of paid sick leave.
- 9.2 Accrued sick leave can't be carried over to the next calendar year.
- 9.3 Paid sick leave may not be used to extend a holiday or vacation and once an employee has given notice to quit. Sick leave will not be paid out upon the termination.

- 9.4 If the Employee has the right to claim damages from a third party regarding loss of earnings which he is entitled to because he is unable to attend work, he hereby assigns this right to the Company if his salary continues to be paid while he is unable to attend work.
- 9.5 In accordance with the agreed regulations above, the Employee shall, in particular, immediately provide the Company with all information necessary to enforce their claim for damages.
- 9.6 The Employee is further advised that the Company is entitled to refuse to continue to pay his remuneration if the Employee has not satisfied his obligations arising from section 8 and 9 of this contract.
- 9.7 The Employee shall not be entitled to payment in lieu of not availed sick leave at any time.

## 10 ANNUAL LEAVE

- 10.1 The Employee shall receive 18 (eighteen) working days of annual/privileged leave with full pay per calendar year. If the employment contract is not in force for a whole year, the Employee shall receive 1/12 of his annual leave entitlement for each completed calendar month.
- 10.2 The Company must approve when annual leave is taken. The Employee must request annual leave in good time. Annual leave must be discussed with the Head of Department and must abide by the valid arrangements regarding absence cover in the respective area. Disrupting normal business operations is to be avoided at all costs.
- 10.3 Annual leave must be taken in the current leave year. The leave year begins on January 01st and ends on December 31st. Carrying annual leave over to the next calendar year is only permitted with the consent of the Company. In the event annual leave is carried over, it must be taken by March 31st of the following year at the latest.

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- 11.3 Either party can terminate this Agreement with a written notice of two (2) months or two (2) months' salary in lieu of notice. The official notification becomes valid upon arrival of delivery.

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  - (b) If the Employee commits any serious or wilful or persistent breach or breaches of any express or implied Company policy.
  - (c) If the Company has good reason to believe that the Employee has committed any criminal offence or been guilty of any dishonesty or serious misconduct whether during the performance of his duties or otherwise.
  - (d) If the Employee's petitions for bankruptcy or has a bankruptcy order made against him or applies to take the benefit of any legislation for the relief of insolvent debtors or if he makes any composition with his creditors.
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## 19 JURISDICTION

The terms of this Agreement shall be construed in accordance with the laws of India and both parties irrevocably submit to the jurisdiction of the Courts of Bangalore to settle any disputes that may arise in connection with this Employment.

## 20 COPIES OF THIS CONTRACT

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## 21 MISCELLANEOUS

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- 21.4 The Company is entitled to save all use of the email system and the Internet in order to monitor adherence to the above provisions using the saved data for a maximum duration of three months.



The undersigned hereby acknowledge that they have read and fully understand the terms of this Agreement, the terms and conditions of which are hereby incorporated and acknowledged by this document.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first below written.

Date: 02.09.2021

Date: 02.09.2022



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Mr. Kunal Verma  
Country Manager, India  
Hemmersbach India Private Limited

Enclosure:

☐ Annexure A: Job Description

Annexure A

## JOB DESCRIPTION

Position: Service Desk Manager  
Job Family: Admin-Operations  
Reports to: Teamlead-Operations, Manager, Country Manager

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- Proactively manage their areas of responsibility, in particular ensuring that Hemmersbach delivers a high level of internal and external customer satisfaction, which also meets the business goals.
- Ensure all work is delivered consistently and in accordance with lead measures and Key Performance Indicators (KPIs).
- Work on day-to-day activities, such as responding to tickets and implementing processes in order to help things run smoothly.
- Communicate with all levels of Hemmersbach Management, which includes producing reports to a high standard in a timely manner with accurate data.
- Proactively improve personal skills to achieve better performance and to improve the quality of daily business.

#### Review of this Job Description

This job description is an indicator of general areas of activity and will be amended in light of the changing needs of the organisation. Additionally, the skill development of every employee in this position will be determined once a year via the categorization and feedback procedure.

I, hereby accept and agree the terms and conditions of employment set out in this Job Description.

02.09.2021

Date: \_\_\_\_\_



**Subject: Offer of Employment**

Dear Subbaiah K

Heartiest Congratulations to you!

HDFC Life is delighted to offer you the full-time position of Executive Trainee in our contingent upon your successful clearance of MBA examination.

A detailed Compensation structure is enclosed herewith (Annexure 1) for your reference. An appointment letter along with the terms and conditions of employment will be issued to you after joining.

We are extremely excited to have you onboard. We are looking forward to receiving your acceptance of the offer on the duplicate copy of this letter. Please attach your resume and two passport size photographs with the same.

Warm Regards,

**Human Resources**



**Annexure 1**

**Designation:** Executive Trainee

**Band:** J2

**CTC STRUCTURE**

| Pay Items | Per Annum | Per Month |
|-----------|-----------|-----------|
|-----------|-----------|-----------|

| Fixed Pay                                                                                                                                                                                                                                                                                   |          |        |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|--------|
| Basic                                                                                                                                                                                                                                                                                       | 1,15,500 | 9,625  |
| Other Allowance                                                                                                                                                                                                                                                                             | 64,493   | 5,374  |
| Tablet Allowance                                                                                                                                                                                                                                                                            | 12,000   | 1,000  |
| Daily Activity Allowance                                                                                                                                                                                                                                                                    | 24,000   | 2,000  |
| House Rental Allowance                                                                                                                                                                                                                                                                      | 69,300   | 5,775  |
| Statutory Bonus                                                                                                                                                                                                                                                                             | 24,000   | 2000   |
| Total Monthly Gross                                                                                                                                                                                                                                                                         | 3,09,293 | 25,774 |
| Retirals and Other Benefits (As per relevant Regulations & Acts)                                                                                                                                                                                                                            |          |        |
| Provident Fund                                                                                                                                                                                                                                                                              | 21,600   |        |
| Gratuity                                                                                                                                                                                                                                                                                    | 5,582    |        |
| Flexi Pay                                                                                                                                                                                                                                                                                   | 41,225   |        |
| Valued Benefits                                                                                                                                                                                                                                                                             |          |        |
| Group Insurance Benefit                                                                                                                                                                                                                                                                     | 7,300    |        |
| Fixed Cost to Company                                                                                                                                                                                                                                                                       | 3,85,000 |        |
| Variable Pay                                                                                                                                                                                                                                                                                |          |        |
| Variable Pay for Performance <sup>2</sup>                                                                                                                                                                                                                                                   | 40,000   |        |
| Total Cost to Company                                                                                                                                                                                                                                                                       | 4,25,000 |        |
| <sup>2</sup> Variable Pay for Performance (VPP) is subject to your achieving a rating of “3-Meets Expectations” and above. The rating is assigned to an individual, on successful completion of the Executive Trainee Program (12 m), basis actual performance against the defined targets. |          |        |
| Other Benefits (as per prevalent Company Policy):                                                                                                                                                                                                                                           |          |        |
| Group Term Insurance: Term cover of INR 12,00,000 Mediclaim: INR 4,00,000 for self and dependents                                                                                                                                                                                           |          |        |

<sup>1</sup>

**Flexi Pay:**

- Flexi component amount allocation can be planned by you in Flexi Benefit Planner. Please note that component selection will alter your monthly take home as against the aforementioned monthly gross
- LTA, Mobile Handset Allowance, Fuel & Driver are reimbursable components. On opting for these, the payout will be made only after submission of documents as provided in the Flexi Policy □ **Maximum amounts allocable under Flexi Pay are following:**

| Component                    | Per annum | Per month |
|------------------------------|-----------|-----------|
| LTA (Leave Travel Allowance) | 9,625     | 802       |
| Mobile Handset Allowance     | 10,000    | 833       |
| Fuel & Driver                | 21,600    | 1,800     |



**SUBHAM SINGH**

Dear **SUBHAM SINGH**

On behalf of CAI Info India Private Ltd., I would like to reconfirm our verbal offer of employment as a **"Jr. Software Engineer"** for an annual CTC of Rs. 3,00,000.00 (Rupees three lakhs thirty thousand) beginning on your anticipated start date, Monday, February 05, 2024. This will be paid to you monthly at the end of each month in increments of Rs. 25,000.00 (gross monthly CTC).

Special Clauses:

- During the period of your employment, the Company may at any time assign or transfer you to any location in the world where the Company/its clients has its establishment. In such an event, you shall be entitled to allowances in accordance with the policies of the Company.
- If you do not have an existing account with ICICI Bank, you will be required to establish one within 2 weeks of your first pay.
- You shall be considered for the next financial review in 2025.

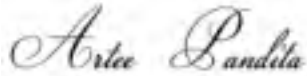
You are required to bring the following documents at the time of reporting for employment: -

- Last updated resume
- Latest passport size photograph
- A copy of Educational Certificates for all years of education and mark cards -
- Copy of passport
- Form 16

Please sign the bottom portion of this letter indicating your acceptance of this position and return the same immediately. You will be issued an appointment letter upon your acceptance of this offer letter.

Thank You and Welcome.

Yours Truly, Accepted By:



**Artee Pandita** \_\_\_\_\_  
**Director-Human Resources**

Divyasree Towers, Floor 5, Guruppanapalya  
Bannerghatta Main Road, Bangalore-560029  
[www.cai.io](http://www.cai.io) [inquire@cai.io](mailto:inquire@cai.io)

Detailed CTC Breakdown:

| Description       | Monthly              | Yearly                 |
|-------------------|----------------------|------------------------|
| Basic             | INR 13,750.00        | INR 1,65,000.00        |
| HRA               | INR 5,500.00         | INR 66,000.00          |
| Conveyance        | INR 300.00           | INR 3,600.00           |
| Medical Allowance | INR 700.00           | INR 8,400.00           |
| Statutory Bonus   | INR 2,500.00         | INR 30,000.00          |
| Provident Fund    | INR 3,300.00         | INR 39,600.00          |
| Gratuity          | INR 661.38           | INR 7,936.50           |
| Special Allowance | INR 788.63           | INR 9,463.50           |
| <b>Total</b>      | <b>INR 25,000.00</b> | <b>INR 3,00,000.00</b> |

Accepted By:

---

Divyasree Towers, Floor 5, Guruppanapalya  
Bannerghatta Main Road, Bangalore-560029  
[www.cai.io](http://www.cai.io) [inquire@cai.io](mailto:inquire@cai.io)

**CAI Info India Private Limited**

080 -45340400



**SUDARSHAN S BARAGALLA**

Dear **SUDARSHAN S BARAGALLA**

On behalf of CAI Info India Private Ltd., I would like to reconfirm our verbal offer of employment as a **"Jr. Software Engineer"** for an annual CTC of Rs. 3,00,000.00 (Rupees three lakhs thirty thousand) beginning on your anticipated start date, Monday, February 05, 2024. This will be paid to you monthly at the end of each month in increments of Rs. 25,000.00 (gross monthly CTC).

Special Clauses:

- During the period of your employment, the Company may at any time assign or transfer you to any location in the world where the Company/its clients has its establishment. In such an event, you shall be entitled to allowances in accordance with the policies of the Company.
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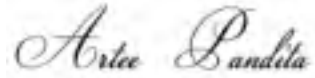
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- Latest passport size photograph
- A copy of Educational Certificates for all years of education and mark cards -
- Copy of passport
- Form 16

Please sign the bottom portion of this letter indicating your acceptance of this position and return the same immediately. You will be issued an appointment letter upon your acceptance of this offer letter.

Thank You and Welcome.

Yours Truly, Accepted By:



**Artee Pandita** \_\_\_\_\_  
**Director-Human Resources**

Divyasree Towers, Floor 5, Guruppanapalya  
Bannerghatta Main Road, Bangalore-560029  
[www.cai.io](http://www.cai.io) [inquire@cai.io](mailto:inquire@cai.io)

Detailed CTC Breakdown:

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| <b>Total</b>      | <b>INR 25,000.00</b> | <b>INR 3,00,000.00</b> |

Accepted By:

---

Divyasree Towers, Floor 5, Guruppanapalya  
Bannerghatta Main Road, Bangalore-560029  
[www.cai.io](http://www.cai.io) [inquire@cai.io](mailto:inquire@cai.io)

**CAI Info India Private Limited**

080 -45340400



**Subject: Offer of Employment**

Dear Sudhakar A

Heartiest Congratulations to you!

HDFC Life is delighted to offer you the full-time position of Executive Trainee in our contingent upon your successful clearance of MBA examination.

A detailed Compensation structure is enclosed herewith (Annexure 1) for your reference. An appointment letter along with the terms and conditions of employment will be issued to you after joining.

We are extremely excited to have you onboard. We are looking forward to receiving your acceptance of the offer on the duplicate copy of this letter. Please attach your resume and two passport size photographs with the same.

Warm Regards,

**Human Resources**



**Annexure 1**

**Designation:** Executive Trainee

**Band:** J2

**CTC STRUCTURE**

| Pay Items | Per Annum | Per Month |
|-----------|-----------|-----------|
|-----------|-----------|-----------|

| Fixed Pay                                                                                                                                                                                                                                                                                   |          |        |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|--------|
| Basic                                                                                                                                                                                                                                                                                       | 1,15,500 | 9,625  |
| Other Allowance                                                                                                                                                                                                                                                                             | 64,493   | 5,374  |
| Tablet Allowance                                                                                                                                                                                                                                                                            | 12,000   | 1,000  |
| Daily Activity Allowance                                                                                                                                                                                                                                                                    | 24,000   | 2,000  |
| House Rental Allowance                                                                                                                                                                                                                                                                      | 69,300   | 5,775  |
| Statutory Bonus                                                                                                                                                                                                                                                                             | 24,000   | 2000   |
| Total Monthly Gross                                                                                                                                                                                                                                                                         | 3,09,293 | 25,774 |
| Retirals and Other Benefits (As per relevant Regulations & Acts)                                                                                                                                                                                                                            |          |        |
| Provident Fund                                                                                                                                                                                                                                                                              | 21,600   |        |
| Gratuity                                                                                                                                                                                                                                                                                    | 5,582    |        |
| Flexi Pay                                                                                                                                                                                                                                                                                   | 41,225   |        |
| Valued Benefits                                                                                                                                                                                                                                                                             |          |        |
| Group Insurance Benefit                                                                                                                                                                                                                                                                     | 7,300    |        |
| Fixed Cost to Company                                                                                                                                                                                                                                                                       | 3,85,000 |        |
| Variable Pay                                                                                                                                                                                                                                                                                |          |        |
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| Total Cost to Company                                                                                                                                                                                                                                                                       | 4,25,000 |        |
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| Other Benefits (as per prevalent Company Policy):                                                                                                                                                                                                                                           |          |        |
| Group Term Insurance: Term cover of INR 12,00,000 Mediclaim: INR 4,00,000 for self and dependents                                                                                                                                                                                           |          |        |

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| LTA (Leave Travel Allowance) | 9,625     | 802       |
| Mobile Handset Allowance     | 10,000    | 833       |
| Fuel & Driver                | 21,600    | 1,800     |



## EMPLOYMENT CONTRACT

between

Hemmersbach India Private Limited,  
M/s. Whitefield Area Commerce and Industries Association (WACIA),  
No.40-J, WACIA Road, Mahadevapura post, Bangalore - 560048 a  
Company incorporated under the Companies Act, 2013  
- hereinafter referred to as the "Company" -

and

- SUHAIL S

- hereinafter referred to as the "Employee"<sup>1</sup> -

Each of the aforesaid shall hereinafter be referred to individually as a "Party" and collectively as "Parties".

The following employment contract is concluded:

### 1 COMMENCEMENT OF THE EMPLOYMENT CONTRACT

The employment contract shall commence accordingly.

### 2 PROBATIONARY PERIOD

- 2.1 A probationary period of six (6) months is agreed and shall end on 03.04.2021. An extension of the probationary period may be determined by the Company in its sole and absolute discretion.
- 2.2 The employment contract may be terminated by either party at any time during the probationary period giving a written notice period of one (1) month to the other party or paying the equivalent of one (1) month's Basic Salary in lieu of such notice.

### 3 TYPE AND SCOPE OF THE ROLE

- 3.1 CHANDU Lis employed as a Service Desk Manager.
- 3.2 The Employee shall work exclusively for the Company and shall perform such duties, functions and responsibilities as are customarily associated with such position and as directed by the Company. The Employee will perform his duties with due care, skill and highest professional standards to the satisfaction of the Company's management. The duties and responsibilities of the Employee are as set out in the job description as attached in ANNEXURE A.
- 3.3 The nature of the Company's business requires that the Employee is flexible in his approach to work in order to service its best interests. Accordingly, the Employee agrees that the Company may at any

time vary the position, scope of duties, and responsibilities of the Employee. The Employee may be required to undertake

<sup>1</sup>

References to the masculine form always refer to both male and female employees. For the purposes of simplification the masculine form is used.

different duties or reporting line be changed in order to take into account the changing needs of the Company's business and Employee's role within it.

- 3.4 The Employee is employed to work at the Bangalore site. It is possible that the Employee may be relocated to a different site due to a project at any time for operational reasons. No expenses will be payable to the Employee for relocation/travel etc. for the purposes of joining.
- 3.5 Clauses 3.3 and 3.4 shall not affect the remuneration provisions.
- 3.6 The Employee shall serve the Company faithfully, conscientiously and to the best of his ability and shall promote the interests and reputation of the Company. The Employee will abide by the time schedule and holiday schedule of the Company and will show due commitment and diligence in his work.
- 3.7 The Employee shall place all of his work capacity at the Company's disposal. The Company shall be informed in writing of any secondary employment. Secondary employment which affects the work assignments of the Employee and the legitimate commercial interests of the Company may only be exercised after consent has been given. During the term of this employment contract the Employee may not conclude any business transactions on his own behalf or on account of a third party.
- 3.8 Unless prevented by sickness or disability, the Employee shall devote all of his time, attention, knowledge, energy and skills during normal working hours and at such other times as the Employee's duties and responsibilities may require. The working hours are however to be placed in accordance with Company, client and project requirements. The Employee understands that as the Company works with strong global interactions, there will be a need for meetings, conference calls at different timings and days including holidays.
- 3.9 The Employee is obligated to participate in the improvement and reduction in price of work procedures and distribution procedures.

#### 4 WORKING HOURS

- 4.1 The Employee will place his entire effort, knowledge, and skill in the service of the Company. She shall work a minimum of 40 (forty) hours on five days per week. She is obliged, however, to be available for the Company at any time, as far as the concerns of the Company require, and to attend to its interests without any entitlement to overtime pay or other compensation.
- 4.2 [The Employee is obligated to be available to be on-call or on-standby. The frequency and scope of being oncall / on-standby shall be determined by the department.]
- 4.3 Daily starting and finishing times and breaks shall comply with the respective company operational arrangements. The Company is entitled to make changes to this.

#### 5 REMUNERATION

- 5.1 The Employee shall receive an annual salary in the amount of INR 3,36,000.00 gross. The remuneration is to be paid in Indian Rupees in twelve (12) equal parts.



- 5.2 Payment shall be made on the last day of the month by bank transfer to a bank account of the Employee, details of which shall be given within one (1) week of the conclusion of the contract.
- 5.3 The remunerations paid to the Employee shall be subject to usual statutory and other deductions, including tax and any other contributions normally required to be withheld by an Employer under applicable laws in India.
- 5.4 The Employee shall be solely responsible for paying any taxes direct or indirect, State or local and other obligations and the filing of any required returns or other information relating hereto.
- 5.5 The Employee is obligated to keep the amount of his payments confidential.

## 6 ACCEPTING THIRD-PARTY BENEFITS

The Company is committed to ensuring all business relationships with suppliers and clients are legal and based on professional integrity. The Employee shall strictly adhere to Company's business conduct and Integrity policy and refrain from accepting gifts from Vendors / Suppliers / Customers / Other agencies at all times. The Employee is obligated to immediately inform the Company of any such attempts made towards him.

## 7 OVERTIME/OVERTIME PAY

The Employee is permitted trust-based working hours. In return any overtime worked is compensated in full by salary without any additional entitlement to overtime pay or other compensation.

## 8 INABILITY TO ATTEND TO WORK

- 8.1 Any inability to carry out duties shall be reported to the Country Manager or direct supervisor immediately, as well as the duration and the reason. This must be done between 8:00 a.m. at the earliest and 9:00 a.m. at the latest (sick report).
- 8.2 On the last day of absence from work the Country Manager or direct supervisor shall be informed about when the employee will resume his/her work by phone. This must be done by 4:00 p.m. at the latest (recovery report).
- 8.3 If the Employee is ill for longer than two (2) days, a doctor's note regarding his inability to attend work and the expected duration shall be provided not later than on the third (3) day after the commencement of the inability to work. A new doctor's note shall be submitted on the next working day after the expiry of the expected duration of the inability to attend work as stated in the doctor's note.
- 8.4 If the Employee repeatedly and, despite warnings, fails to inform the Company of his illness and / or fails to present the Company with a doctor's note, the Company is entitled to terminate the employment contract without adhering to a notice period.

## 9 CONTINUED REMUNERATION WHEN UNABLE TO ATTEND WORK

- 9.1 If the Employee is not able to attend work due to illness, he shall be entitled to a maximum of twelve (12) days per annum of paid sick leave.
- 9.2 Accrued sick leave can't be carried over to the next calendar year.
- 9.3 Paid sick leave may not be used to extend a holiday or vacation and once an employee has given notice to quit. Sick leave will not be paid out upon the termination.

- 9.4 If the Employee has the right to claim damages from a third party regarding loss of earnings which he is entitled to because he is unable to attend work, he hereby assigns this right to the Company if his salary continues to be paid while he is unable to attend work.
- 9.5 In accordance with the agreed regulations above, the Employee shall, in particular, immediately provide the Company with all information necessary to enforce their claim for damages.
- 9.6 The Employee is further advised that the Company is entitled to refuse to continue to pay his remuneration if the Employee has not satisfied his obligations arising from section 8 and 9 of this contract.
- 9.7 The Employee shall not be entitled to payment in lieu of not availed sick leave at any time.

## 10 ANNUAL LEAVE

- 10.1 The Employee shall receive 18 (eighteen) working days of annual/privileged leave with full pay per calendar year. If the employment contract is not in force for a whole year, the Employee shall receive 1/12 of his annual leave entitlement for each completed calendar month.
- 10.2 The Company must approve when annual leave is taken. The Employee must request annual leave in good time. Annual leave must be discussed with the Head of Department and must abide by the valid arrangements regarding absence cover in the respective area. Disrupting normal business operations is to be avoided at all costs.
- 10.3 Annual leave must be taken in the current leave year. The leave year begins on January 01st and ends on December 31st. Carrying annual leave over to the next calendar year is only permitted with the consent of the Company. In the event annual leave is carried over, it must be taken by March 31st of the following year at the latest.

Exceptions to this require special management approval.

- 10.4 Upon termination of the Employment (however occasioned) the Employee shall be paid in lieu of any accrued and not availed annual leave to which the Employee becomes entitled during the Employment. Payment for accrued annual leave shall be calculated on the basis of the rate of the Basic Salary. The Annual term shall be calculated exclusive of public holidays.
- 10.5 The Employee is entitled to 7 days of Public Holidays, which are defined as per Company policy. The Company is entitled to change these Public Holidays due to operational reasons at any time.
- 10.6 The Employee shall be entitled to 2 (two) days paid casual leave per calendar year. This leave is available to use as it is accrued. Accrued leave can't be carried over to the next calendar year.
- 10.7 Any leave is subject to approval by the Company and shall be in accordance with the relevant regulations regarding temporary replacements. Interruption of business operations has to be avoided.

## 11 TERMINATION OF THE EMPLOYMENT CONTRACT

- 11.1 As stated in section 1 this employment contract is for a fixed term until 03.10.2022 and shall end on that date without notice having to be given.
- 11.2 On completion of the probation period, either initial, or extended, as the case may be, the Employment of the Employee with the Company will end as defined under clause 1.
- 11.3 Either party can terminate this Agreement with a written notice of two (2) months or two (2) months' salary in lieu of notice. The official notification becomes valid upon arrival of delivery.

- 11.4 In any case of notice, the Company is entitled to release the Employee from work under deduction of any vacation time remaining due up to the expiration of the period of notice.
- 11.5 The right to terminate the Contract extraordinarily remains unaffected. In particular and without prejudice to the generality of the foregoing provision, the Company shall be entitled to terminate the Contract summarily by written notice and without any payment in lieu of notice (but without prejudice to the rights and remedies of the Company for any breach of this Contract of Employment and to the Employee's continuing obligations) in any of the following events:
- (a) If the Employee commits any serious or wilful or persistent breach or breaches of any express or implied term of this Contract.
  - (b) If the Employee commits any serious or wilful or persistent breach or breaches of any express or implied Company policy.
  - (c) If the Company has good reason to believe that the Employee has committed any criminal offence or been guilty of any dishonesty or serious misconduct whether during the performance of his duties or otherwise.
  - (d) If the Employee's petitions for bankruptcy or has a bankruptcy order made against him or applies to take the benefit of any legislation for the relief of insolvent debtors or if he makes any composition with his creditors.
  - (e) If any information relating to the Employee's suitability for Employment by the Company and provided in the course of applying for Employment is found to be materially false or misleading.
- 11.6 A notice by the Employee may be submitted to the Supervisor/Director / Managing Director of the Company.
- 11.7 It is not permitted to terminate the employment contract giving proper notice before the agreed start date.
- 11.8 Upon cessation of this employment contract or in the event that the Company has granted leave from duty, the Employee must immediately and completely release to the Company all documents, objects and data regarding the affairs of the Company, especially keys, badges, telephones, computers, books, models, and recordings of any type including any duplicates for copies in his possession. The Employee acknowledges that all objects and data are the property of the Company and therefore he has no right to retention. If the Company property is not returned, a fee of INR 3,500.00 (three thousand five hundred) shall be deducted from the salary of the Employee.
- 11.9 The employment contract shall cease automatically without notice of termination upon expiry of the month in which the Employee reaches the age of 65 or when a total loss of working capacity is ascertained.

## 12 CONFIDENTIALTY

- 12.1 The Employee is obligated to keep all confidential matters, in particular business and trade secrets of the Company, and companies and persons affiliated with the Company strictly confidential. This obligation shall also continue to persist after the cessation of the employment contract.
- 12.2 All documents relating to the Company or to companies and persons affiliated with the Company, in particular all notes, specifications for tenders and contracts, records, reports, correspondence and similar documents including any copies thereof, all data carriers/data and all items provided to the Employee shall be handled with care and may only be used for business purposes. Removing these items from the business premises or a reproduction of the data/items is prohibited.

- 12.3 When the employment contract ends or upon commencement of a leave of absence when notice to terminate the employment contract has been given the Employee shall return to the Company unprompted all documents, data carriers and items in his possession which were provided to him during his employment. During the period of the employment contract this is to be done if ordered to do so. This applies correspondingly to non-physical information and materials, such as computer programs and other data, for example. The Employee is not permitted to retain back-ups of these.
- 12.4 The Employee is obligated to keep individual arrangements in or regarding this contract of employment confidential towards third parties. This includes in particular salary and, in case of fixed term contracts, the duration.

### 13 REPORTING CHANGES

Changes to marital status, place of residence and matters which could cause special statutory privileges, e.g. severe disablement and other matters which are important to the Company, shall be reported to the Company immediately.

### 14 CODE OF CONDUCT

- 14.1 The Employee shall strictly adhere to the Company's code of conduct and all the disciplinary rules and regulations as in force from time to time.
- 14.2 The Employee shall refrain from engaging in any illegal or immoral activities within Company premises as well outside which can bring disrepute to the Company.
- 14.3 The Employee shall not use Company's assets and facilities for their private use without prior information and approval from his supervisor. The Employee shall refrain from doing his personal work / private business during the office working hours.
- 14.4 Whilst the Company encourages the use of email and the internet to aid communication and improve efficiency, inappropriate use of these systems can cause serious problems which may involve legal claims against both the Company and individual Employee. In line with the Hemmersbach Group, therefore the Employee agrees to abide by the rules of the Company Policy.

### 15 USE OF EQUIPMENT

The Employee undertakes to comply with the rules of the Company in force from time to time concerning the use of materials, equipment and computer systems of the Company and the Group Companies. The Employee gives his consent to a representative of the Company gaining access to the email of the Employee in case of absence or in order to protect the interest of the Company.

### 16 DATA PROTECTION

Any data arising due to and during the employment will be stored and processed in the headquarters of the Hemmersbach Group, based in Nuremberg, Germany. Both parties shall therefore adhere to the statutory stipulations of the General Data Protection Regulation (GDPR) under European law, while considering the local data protection requirements. The Employee gives his consent to the Company and the Hemmersbach Group of Companies processing and transferring work related data (including data relating to sickness affecting the performance of the Employee) within India and abroad as the case may be for purposes related to the Employment, other administrative purposes or any other purpose related to the collection, storage or transfer of personal data in compliance with applicable Indian law.

## 17 BACKGROUND CHECK

- 17.1 The Employee agrees to provide the Company with an official document issued by the police or a governmental agency (e.g. criminal record / certificate of good conduct) in order to testify any criminal records as part of a background check. This certificate or at least the confirmation of the request should be presented to the Company at the latest on the first working day.
- 17.2 The Employee agrees to undergo further background checks (e.g. advanced security vetting), if these are or will be required for the role.

## 18 WRITTEN FORM AND EXISTENCE OF THE CONTRACT

- 18.1 Ancillary agreements and amendments are only valid, if they are in writing, signed and have approval by decision of the Shareholders' meeting; this also applies to the waiver of this written form requirement.
- 18.2 If one of the provisions of this contract is or becomes invalid, in whole or in part, this shall not affect the validity of the remaining provisions. In such a case the contract shall be executed as the Parties intended. If the validity of a provision of performance or time is affected, it shall be replaced by the provision permitted by law.

## 19 JURISDICTION

The terms of this Agreement shall be construed in accordance with the laws of India and both parties irrevocably submit to the jurisdiction of the Courts of Bangalore to settle any disputes that may arise in connection with this Employment.

## 20 COPIES OF THIS CONTRACT

The Company and the Employee have each received one copy of this contract.

## 21 MISCELLANEOUS

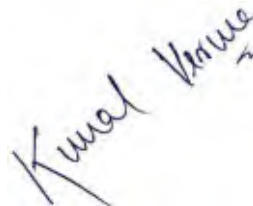
- 21.1 The Employee is not permitted to use the Company's Internet or telephone for private purposes. Likewise sending private emails is prohibited.
- 21.2 Working or driving a company car under the influence of alcohol or drugs is strictly prohibited.
- 21.3 The company shall be informed in writing of the loss of your driving licence including information regarding the duration of and reason for said loss. If a driving licence is required to carry out his role the Company reserves the right to terminate the employment contract without notice.
- 21.4 The Company is entitled to save all use of the email system and the Internet in order to monitor adherence to the above provisions using the saved data for a maximum duration of three months.

The undersigned hereby acknowledge that they have read and fully understand the terms of this Agreement, the terms and conditions of which are hereby incorporated and acknowledged by this document.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first below written.

Date: 02.09.2021

Date: 02.09.2022



Mr. Kunal Verma  
Country Manager, India  
Hemmersbach India Private Limited

Enclosure:

☐ Annexure A: Job Description

Annexure A

## JOB DESCRIPTION

Position: Service Desk Manager  
Job Family: Admin-Operations  
Reports to: Teamlead-Operations, Manager, Country Manager

The employee is expected to perform his / her duties as outlined here. The continuity of this contract is dependent upon the fulfillments of the job responsibilities expressed therein. In some circumstances the employee may also be required to perform tasks other than those stated here and is expected to do so with the utmost diligence and professionalism. This shall not affect the remuneration provisions.

For project requirements, the employee might be required to work on project shift duty based on project need. Job

Purpose:

To undertake all administrative tasks and activities in a professional and timely manner and in accordance with all internal process requirements. To adhere to the Hemmersbach Service Delivery Code (SDC) and all other Hemmersbach standards in the corresponding field of service or customer account. To break the company's annual BIG THREE goals down into realizable tasks, which are incorporated into the daily routine Responsibilities and Accountabilities:



- ☐ Proactively manage their areas of responsibility, in particular ensuring that Hemmersbach delivers a high level of internal and external customer satisfaction, which also meets the business goals.
- ☐ Ensure all work is delivered consistently and in accordance with lead measures and Key Performance Indicators (KPIs).
- ☐ Work on day-to-day activities, such as responding to tickets and implementing processes in order to help things run smoothly.
- ☐ Communicate with all levels of Hemmersbach Management, which includes producing reports to a high standard in a timely manner with accurate data.
- ☐ Proactively improve personal skills to achieve better performance and to improve the quality of daily business.

#### Review of this Job Description

This job description is an indicator of general areas of activity and will be amended in light of the changing needs of the organisation. Additionally, the skill development of every employee in this position will be determined once a year via the categorization and feedback procedure.

I, hereby accept and agree the terms and conditions of employment set out in this Job Description.

02.09.2021

Date: \_\_\_\_\_

**SUHAS N PANDITH**

Dear **SUHAS N PANDITH**

On behalf of CAI Info India Private Ltd., I would like to reconfirm our verbal offer of employment as a **"Jr. Software Engineer"** for an annual CTC of Rs. 3,00,000.00 (Rupees three lakhs thirty thousand) beginning on your anticipated start date, Monday, February 05, 2024. This will be paid to you monthly at the end of each month in increments of Rs. 25,000.00 (gross monthly CTC).

Special Clauses:

- During the period of your employment, the Company may at any time assign or transfer you to any location in the world where the Company/its clients has its establishment. In such an event, you shall be entitled to allowances in accordance with the policies of the Company.
- If you do not have an existing account with ICICI Bank, you will be required to establish one within 2 weeks of your first pay.
- You shall be considered for the next financial review in 2025.

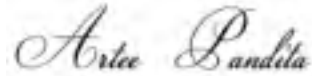
You are required to bring the following documents at the time of reporting for employment: -

- Last updated resume
- Latest passport size photograph
- A copy of Educational Certificates for all years of education and mark cards -
- Copy of passport
- Form 16

Please sign the bottom portion of this letter indicating your acceptance of this position and return the same immediately. You will be issued an appointment letter upon your acceptance of this offer letter.

Thank You and Welcome.

Yours Truly, Accepted By:



**Artee Pandita** \_\_\_\_\_  
**Director-Human Resources**

Divyasree Towers, Floor 5, Guruppanapalya  
Bannerghatta Main Road, Bangalore-560029  
[www.cai.io](http://www.cai.io) [inquire@cai.io](mailto:inquire@cai.io)



Detailed CTC Breakdown:

| Description       | Monthly              | Yearly                 |
|-------------------|----------------------|------------------------|
| Basic             | INR 13,750.00        | INR 1,65,000.00        |
| HRA               | INR 5,500.00         | INR 66,000.00          |
| Conveyance        | INR 300.00           | INR 3,600.00           |
| Medical Allowance | INR 700.00           | INR 8,400.00           |
| Statutory Bonus   | INR 2,500.00         | INR 30,000.00          |
| Provident Fund    | INR 3,300.00         | INR 39,600.00          |
| Gratuity          | INR 661.38           | INR 7,936.50           |
| Special Allowance | INR 788.63           | INR 9,463.50           |
| <b>Total</b>      | <b>INR 25,000.00</b> | <b>INR 3,00,000.00</b> |

Accepted By:

---

Divyasree Towers, Floor 5, Guruppanapalya  
Bannerghatta Main Road, Bangalore-560029  
[www.cai.io](http://www.cai.io) [inquire@cai.io](mailto:inquire@cai.io)

**CAI Info India Private Limited**

080 -45340400

## EMPLOYMENT CONTRACT

between

Hemmersbach India Private Limited,  
M/s. Whitefield Area Commerce and Industries Association (WACIA),  
No.40-J, WACIA Road, Mahadevapura post, Bangalore - 560048 a  
Company incorporated under the Companies Act, 2013  
- hereinafter referred to as the “Company” -

and

- SUMAN S RAJPUROHIT

- hereinafter referred to as the “Employee”<sup>1</sup> -

Each of the aforesaid shall hereinafter be referred to individually as a “Party” and collectively as “Parties”.

The following employment contract is concluded:

### 1 COMMENCEMENT OF THE EMPLOYMENT CONTRACT

The employment contract shall commence accordingly.

### 2 PROBATIONARY PERIOD

- 2.1 A probationary period of six (6) months is agreed and shall end on 03.04.2021. An extension of the probationary period may be determined by the Company in its sole and absolute discretion.
- 2.2 The employment contract may be terminated by either party at any time during the probationary period giving a written notice period of one (1) month to the other party or paying the equivalent of one (1) month’s Basic Salary in lieu of such notice.

### 3 TYPE AND SCOPE OF THE ROLE

- 3.1 CHANDU Lis employed as a Service Desk Manager.
- 3.2 The Employee shall work exclusively for the Company and shall perform such duties, functions and responsibilities as are customarily associated with such position and as directed by the Company. The Employee will perform his duties with due care, skill and highest professional standards to the satisfaction of the Company’s management. The duties and responsibilities of the Employee are as set out in the job description as attached in ANNEXURE A.
- 3.3 The nature of the Company’s business requires that the Employee is flexible in his approach to work in order to service its best interests. Accordingly, the Employee agrees that the Company may at any

time vary the position, scope of duties, and responsibilities of the Employee. The Employee may be required to undertake

<sup>1</sup>

References to the masculine form always refer to both male and female employees. For the purposes of simplification the masculine form is used.

different duties or reporting line be changed in order to take into account the changing needs of the Company's business and Employee's role within it.

- 3.4 The Employee is employed to work at the Bangalore site. It is possible that the Employee may be relocated to a different site due to a project at any time for operational reasons. No expenses will be payable to the Employee for relocation/travel etc. for the purposes of joining.
- 3.5 Clauses 3.3 and 3.4 shall not affect the remuneration provisions.
- 3.6 The Employee shall serve the Company faithfully, conscientiously and to the best of his ability and shall promote the interests and reputation of the Company. The Employee will abide by the time schedule and holiday schedule of the Company and will show due commitment and diligence in his work.
- 3.7 The Employee shall place all of his work capacity at the Company's disposal. The Company shall be informed in writing of any secondary employment. Secondary employment which affects the work assignments of the Employee and the legitimate commercial interests of the Company may only be exercised after consent has been given. During the term of this employment contract the Employee may not conclude any business transactions on his own behalf or on account of a third party.
- 3.8 Unless prevented by sickness or disability, the Employee shall devote all of his time, attention, knowledge, energy and skills during normal working hours and at such other times as the Employee's duties and responsibilities may require. The working hours are however to be placed in accordance with Company, client and project requirements. The Employee understands that as the Company works with strong global interactions, there will be a need for meetings, conference calls at different timings and days including holidays.
- 3.9 The Employee is obligated to participate in the improvement and reduction in price of work procedures and distribution procedures.

#### 4 WORKING HOURS

- 4.1 The Employee will place his entire effort, knowledge, and skill in the service of the Company. She shall work a minimum of 40 (forty) hours on five days per week. She is obliged, however, to be available for the Company at any time, as far as the concerns of the Company require, and to attend to its interests without any entitlement to overtime pay or other compensation.
- 4.2 [The Employee is obligated to be available to be on-call or on-standby. The frequency and scope of being oncall / on-standby shall be determined by the department.]
- 4.3 Daily starting and finishing times and breaks shall comply with the respective company operational arrangements. The Company is entitled to make changes to this.

#### 5 REMUNERATION

- 5.1 The Employee shall receive an annual salary in the amount of INR 3,36,000.00 gross. The remuneration is to be paid in Indian Rupees in twelve (12) equal parts.

- 5.2 Payment shall be made on the last day of the month by bank transfer to a bank account of the Employee, details of which shall be given within one (1) week of the conclusion of the contract.
- 5.3 The remunerations paid to the Employee shall be subject to usual statutory and other deductions, including tax and any other contributions normally required to be withheld by an Employer under applicable laws in India.
- 5.4 The Employee shall be solely responsible for paying any taxes direct or indirect, State or local and other obligations and the filing of any required returns or other information relating hereto.
- 5.5 The Employee is obligated to keep the amount of his payments confidential.

## 6 ACCEPTING THIRD-PARTY BENEFITS

The Company is committed to ensuring all business relationships with suppliers and clients are legal and based on professional integrity. The Employee shall strictly adhere to Company's business conduct and Integrity policy and refrain from accepting gifts from Vendors / Suppliers / Customers / Other agencies at all times. The Employee is obligated to immediately inform the Company of any such attempts made towards him.

## 7 OVERTIME/OVERTIME PAY

The Employee is permitted trust-based working hours. In return any overtime worked is compensated in full by salary without any additional entitlement to overtime pay or other compensation.

## 8 INABILITY TO ATTEND TO WORK

- 8.1 Any inability to carry out duties shall be reported to the Country Manager or direct supervisor immediately, as well as the duration and the reason. This must be done between 8:00 a.m. at the earliest and 9:00 a.m. at the latest (sick report).
- 8.2 On the last day of absence from work the Country Manager or direct supervisor shall be informed about when the employee will resume his/her work by phone. This must be done by 4:00 p.m. at the latest (recovery report).
- 8.3 If the Employee is ill for longer than two (2) days, a doctor's note regarding his inability to attend work and the expected duration shall be provided not later than on the third (3) day after the commencement of the inability to work. A new doctor's note shall be submitted on the next working day after the expiry of the expected duration of the inability to attend work as stated in the doctor's note.
- 8.4 If the Employee repeatedly and, despite warnings, fails to inform the Company of his illness and / or fails to present the Company with a doctor's note, the Company is entitled to terminate the employment contract without adhering to a notice period.

## 9 CONTINUED REMUNERATION WHEN UNABLE TO ATTEND WORK

- 9.1 If the Employee is not able to attend work due to illness, he shall be entitled to a maximum of twelve (12) days per annum of paid sick leave.
- 9.2 Accrued sick leave can't be carried over to the next calendar year.
- 9.3 Paid sick leave may not be used to extend a holiday or vacation and once an employee has given notice to quit. Sick leave will not be paid out upon the termination.

- 9.4 If the Employee has the right to claim damages from a third party regarding loss of earnings which he is entitled to because he is unable to attend work, he hereby assigns this right to the Company if his salary continues to be paid while he is unable to attend work.
- 9.5 In accordance with the agreed regulations above, the Employee shall, in particular, immediately provide the Company with all information necessary to enforce their claim for damages.
- 9.6 The Employee is further advised that the Company is entitled to refuse to continue to pay his remuneration if the Employee has not satisfied his obligations arising from section 8 and 9 of this contract.
- 9.7 The Employee shall not be entitled to payment in lieu of not availed sick leave at any time.

## 10 ANNUAL LEAVE

- 10.1 The Employee shall receive 18 (eighteen) working days of annual/privileged leave with full pay per calendar year. If the employment contract is not in force for a whole year, the Employee shall receive 1/12 of his annual leave entitlement for each completed calendar month.
- 10.2 The Company must approve when annual leave is taken. The Employee must request annual leave in good time. Annual leave must be discussed with the Head of Department and must abide by the valid arrangements regarding absence cover in the respective area. Disrupting normal business operations is to be avoided at all costs.
- 10.3 Annual leave must be taken in the current leave year. The leave year begins on January 01st and ends on December 31st. Carrying annual leave over to the next calendar year is only permitted with the consent of the Company. In the event annual leave is carried over, it must be taken by March 31st of the following year at the latest.

Exceptions to this require special management approval.

- 10.4 Upon termination of the Employment (however occasioned) the Employee shall be paid in lieu of any accrued and not availed annual leave to which the Employee becomes entitled during the Employment. Payment for accrued annual leave shall be calculated on the basis of the rate of the Basic Salary. The Annual term shall be calculated exclusive of public holidays.
- 10.5 The Employee is entitled to 7 days of Public Holidays, which are defined as per Company policy. The Company is entitled to change these Public Holidays due to operational reasons at any time.
- 10.6 The Employee shall be entitled to 2 (two) days paid casual leave per calendar year. This leave is available to use as it is accrued. Accrued leave can't be carried over to the next calendar year.
- 10.7 Any leave is subject to approval by the Company and shall be in accordance with the relevant regulations regarding temporary replacements. Interruption of business operations has to be avoided.

## 11 TERMINATION OF THE EMPLOYMENT CONTRACT

- 11.1 As stated in section 1 this employment contract is for a fixed term until 03.10.2022 and shall end on that date without notice having to be given.
- 11.2 On completion of the probation period, either initial, or extended, as the case may be, the Employment of the Employee with the Company will end as defined under clause 1.
- 11.3 Either party can terminate this Agreement with a written notice of two (2) months or two (2) months' salary in lieu of notice. The official notification becomes valid upon arrival of delivery.

- 11.4 In any case of notice, the Company is entitled to release the Employee from work under deduction of any vacation time remaining due up to the expiration of the period of notice.
- 11.5 The right to terminate the Contract extraordinarily remains unaffected. In particular and without prejudice to the generality of the foregoing provision, the Company shall be entitled to terminate the Contract summarily by written notice and without any payment in lieu of notice (but without prejudice to the rights and remedies of the Company for any breach of this Contract of Employment and to the Employee's continuing obligations) in any of the following events:
- (a) If the Employee commits any serious or wilful or persistent breach or breaches of any express or implied term of this Contract.
  - (b) If the Employee commits any serious or wilful or persistent breach or breaches of any express or implied Company policy.
  - (c) If the Company has good reason to believe that the Employee has committed any criminal offence or been guilty of any dishonesty or serious misconduct whether during the performance of his duties or otherwise.
  - (d) If the Employee's petitions for bankruptcy or has a bankruptcy order made against him or applies to take the benefit of any legislation for the relief of insolvent debtors or if he makes any composition with his creditors.
  - (e) If any information relating to the Employee's suitability for Employment by the Company and provided in the course of applying for Employment is found to be materially false or misleading.
- 11.6 A notice by the Employee may be submitted to the Supervisor/Director / Managing Director of the Company.
- 11.7 It is not permitted to terminate the employment contract giving proper notice before the agreed start date.
- 11.8 Upon cessation of this employment contract or in the event that the Company has granted leave from duty, the Employee must immediately and completely release to the Company all documents, objects and data regarding the affairs of the Company, especially keys, badges, telephones, computers, books, models, and recordings of any type including any duplicates for copies in his possession. The Employee acknowledges that all objects and data are the property of the Company and therefore he has no right to retention. If the Company property is not returned, a fee of INR 3,500.00 (three thousand five hundred) shall be deducted from the salary of the Employee.
- 11.9 The employment contract shall cease automatically without notice of termination upon expiry of the month in which the Employee reaches the age of 65 or when a total loss of working capacity is ascertained.

## 12 CONFIDENTIALTY

- 12.1 The Employee is obligated to keep all confidential matters, in particular business and trade secrets of the Company, and companies and persons affiliated with the Company strictly confidential. This obligation shall also continue to persist after the cessation of the employment contract.
- 12.2 All documents relating to the Company or to companies and persons affiliated with the Company, in particular all notes, specifications for tenders and contracts, records, reports, correspondence and similar documents including any copies thereof, all data carriers/data and all items provided to the Employee shall be handled with care and may only be used for business purposes. Removing these items from the business premises or a reproduction of the data/items is prohibited.



- 12.3 When the employment contract ends or upon commencement of a leave of absence when notice to terminate the employment contract has been given the Employee shall return to the Company unprompted all documents, data carriers and items in his possession which were provided to him during his employment. During the period of the employment contract this is to be done if ordered to do so. This applies correspondingly to non-physical information and materials, such as computer programs and other data, for example. The Employee is not permitted to retain back-ups of these.
- 12.4 The Employee is obligated to keep individual arrangements in or regarding this contract of employment confidential towards third parties. This includes in particular salary and, in case of fixed term contracts, the duration.

### 13 REPORTING CHANGES

Changes to marital status, place of residence and matters which could cause special statutory privileges, e.g. severe disablement and other matters which are important to the Company, shall be reported to the Company immediately.

### 14 CODE OF CONDUCT

- 14.1 The Employee shall strictly adhere to the Company's code of conduct and all the disciplinary rules and regulations as in force from time to time.
- 14.2 The Employee shall refrain from engaging in any illegal or immoral activities within Company premises as well outside which can bring disrepute to the Company.
- 14.3 The Employee shall not use Company's assets and facilities for their private use without prior information and approval from his supervisor. The Employee shall refrain from doing his personal work / private business during the office working hours.
- 14.4 Whilst the Company encourages the use of email and the internet to aid communication and improve efficiency, inappropriate use of these systems can cause serious problems which may involve legal claims against both the Company and individual Employee. In line with the Hemmersbach Group, therefore the Employee agrees to abide by the rules of the Company Policy.

### 15 USE OF EQUIPMENT

The Employee undertakes to comply with the rules of the Company in force from time to time concerning the use of materials, equipment and computer systems of the Company and the Group Companies. The Employee gives his consent to a representative of the Company gaining access to the email of the Employee in case of absence or in order to protect the interest of the Company.

### 16 DATA PROTECTION

Any data arising due to and during the employment will be stored and processed in the headquarters of the Hemmersbach Group, based in Nuremberg, Germany. Both parties shall therefore adhere to the statutory stipulations of the General Data Protection Regulation (GDPR) under European law, while considering the local data protection requirements. The Employee gives his consent to the Company and the Hemmersbach Group of Companies processing and transferring work related data (including data relating to sickness affecting the performance of the Employee) within India and abroad as the case may be for purposes related to the Employment, other administrative purposes or any other purpose related to the collection, storage or transfer of personal data in compliance with applicable Indian law.



## 17 BACKGROUND CHECK

- 17.1 The Employee agrees to provide the Company with an official document issued by the police or a governmental agency (e.g. criminal record / certificate of good conduct) in order to testify any criminal records as part of a background check. This certificate or at least the confirmation of the request should be presented to the Company at the latest on the first working day.
- 17.2 The Employee agrees to undergo further background checks (e.g. advanced security vetting), if these are or will be required for the role.

## 18 WRITTEN FORM AND EXISTENCE OF THE CONTRACT

- 18.1 Ancillary agreements and amendments are only valid, if they are in writing, signed and have approval by decision of the Shareholders' meeting; this also applies to the waiver of this written form requirement.
- 18.2 If one of the provisions of this contract is or becomes invalid, in whole or in part, this shall not affect the validity of the remaining provisions. In such a case the contract shall be executed as the Parties intended. If the validity of a provision of performance or time is affected, it shall be replaced by the provision permitted by law.

## 19 JURISDICTION

The terms of this Agreement shall be construed in accordance with the laws of India and both parties irrevocably submit to the jurisdiction of the Courts of Bangalore to settle any disputes that may arise in connection with this Employment.

## 20 COPIES OF THIS CONTRACT

The Company and the Employee have each received one copy of this contract.

## 21 MISCELLANEOUS

- 21.1 The Employee is not permitted to use the Company's Internet or telephone for private purposes. Likewise sending private emails is prohibited.
- 21.2 Working or driving a company car under the influence of alcohol or drugs is strictly prohibited.
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The undersigned hereby acknowledge that they have read and fully understand the terms of this Agreement, the terms and conditions of which are hereby incorporated and acknowledged by this document.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first below written.

Date: 02.09.2021

Date: 02.09.2022



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Mr. Kunal Verma  
Country Manager, India  
Hemmersbach India Private Limited

Enclosure:

☐ Annexure A: Job Description

Annexure A

## JOB DESCRIPTION

Position: Service Desk Manager  
Job Family: Admin-Operations  
Reports to: Teamlead-Operations, Manager, Country Manager

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- Work on day-to-day activities, such as responding to tickets and implementing processes in order to help things run smoothly.
- Communicate with all levels of Hemmersbach Management, which includes producing reports to a high standard in a timely manner with accurate data.
- Proactively improve personal skills to achieve better performance and to improve the quality of daily business.

#### Review of this Job Description

This job description is an indicator of general areas of activity and will be amended in light of the changing needs of the organisation. Additionally, the skill development of every employee in this position will be determined once a year via the categorization and feedback procedure.

I, hereby accept and agree the terms and conditions of employment set out in this Job Description.

02.09.2021

Date: \_\_\_\_\_



## Welcome to Wipro's Work Integrated Learning Program ("WILP")

**Work Integrated Learning Programme**  
**Wipro Limited, Dodda Kannelli**  
**Sarjapur Road, Bengaluru - 560 035.**  
**Phone: (080) 28440011/12, Fax: (080) 28440256**

Dear Sumanth Y,

### **Sub: Enrolment letter to Wipro's Work Integrated Learning Program ("WILP") as Scholar Trainee – Work Integrated Learning Program**

Welcome to WILP!

With reference to your application, it is our pleasure to enroll you as a Scholar Trainee – Work Integrated Learning Program. This is a scholarship program customized as a robust academic and training program which will enable you to obtain M-Tech degree from one of the premier engineering institution / University in India.

The duration of the academic program shall be 48 months from the **date of enrolment to the academic program**. You will be enrolled into the academic program within 12 months from date of joining. Your date of joining will be intimated through a separate communication.

We hope you enjoy the learning with WILP and have an enriching experience being a part of Wipro Limited ("Wipro or "Company").

Please read through the terms and conditions of your enrolment as provided below.

We look forward to having a long and fruitful relationship with you at WILP, Wish you all the best!

Yours sincerely,  
For **Wipro Limited**,

**Aparna Shailen**  
**General Manager - Human Resources**

#### **Endorsement**

I accept the enrolment and the terms and conditions thereof as specified below. I shall report for undergoing study on

#### **Terms & Conditions of Scholarship**

##### **1. PROFILE:**

You have been selected to be a part of Wipro's WILP and are enrolled as a Scholar Trainee- Work Integrated Learning Program. Upon joining WILP, you will have to undergo a "Project Readiness Program" ('PRP') that prepares you to participate in projects at the Company as part of this learning program. This robust academic program will also enable you to obtain **M-Tech degree from one of the premier engineering Institution / University** upon successful completion of the course.

##### **2. DURATION:**

The duration of your academic program will be for a period of 48 months from the date of enrolment to the academic program. You will be enrolled into the academic program within 12 months from date of joining. Unless the Company extends the period of your study in writing, which is done solely at the discretion of the Company, your enrolment would automatically terminate at the end of the stated 48 months.

In case the Company extends the academic period (in writing) you will continue to be enrolled as a Scholar Trainee – Work Integrated Learning Program with WILP.

### 3. Appointment details:

We provide support to our global customers through various Company locations in India to suit customer requirements by operating 24x7. You would be operating from any of these locations and in any of the shifts, including night shift, as may be decided by the Company, keeping in mind the business needs and deliverables to customers.

### 4. Scholarship/Stipend and Benefits

During your period of enrolment, you would be entitled to a consolidated monthly scholarship.

Apart from the monthly scholarship, the Company will provide you with life & accidental insurance that would include a cover for you, the premium / cost will be taken care of by Wipro. This is a voluntary benefit offered by the Company and the details of the same are listed below.

- i. A Group Personal Accident Insurance (GPAI) coverage of **Rs.12,00,000/-**. You could also choose to get additional coverage for a nominal and highly negotiated premium. More details on the policy are available in My Policies section in myWipro, the HR portal at Wipro.
- ii. Group Life Insurance coverage of **Rs.14, 00,000/-**. This sum insured is inclusive of cover as per EDLI (Employee Deposit Linked Insurance). You can also get an extra coverage for a nominal and highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

In addition to the above, you are also eligible for medical insurance cover towards hospitalization.

You are eligible for a floater coverage of Rs.2,00,000/- per annum for family (self, spouse & children) towards hospitalization. There will be a deduction from your monthly scholarship/stipend depending on your marital/family status towards the base sum insured premium. 10% of the claim amount would need to be borne by the employee/Scholar trainee.

Base Medical insurance is to be availed by the employee as default. It is accounted for in deductions as a nominal monthly charge. Top-Up cover is voluntary and charged as applicable during renewal timelines.

If you wish to enhance the coverage, a top up cover option is also available for a highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

The below table lists down your scholarship details:

| Period      | Scholarship | ESI | Consolidated Scholarship (Rs. Per Month) |
|-------------|-------------|-----|------------------------------------------|
| First year  | 15000       | 488 | 15,488/- (*)                             |
| Second year | 17000       | 553 | 17,553/- (*)                             |
| Third year  | 19000       | 618 | 19,618/- (*)                             |
| Fourth year | 23000       | 0   | 23,000/- (*)                             |

(\*) You shall be responsible for payment of all statutory contributions, taxes, dues and levies as may be required under the relevant laws including contributions under Employees' State Insurance Corporation Act (**at 0.75% of your Scholarship**) as and when applicable to you. Such contributions, taxes, dues and levies where required, shall be deducted from your Scholarship and benefits according to applicable laws and regulations.

Your fourth-year scholarship will continue until completion of your M-Tech program. Your enrolment into the MTech academic program within 12 months from date of joining.

You shall be eligible to receive a onetime "joining bonus" of Rs.75,000 after you join Wipro along with your first month salary. All applicable taxes on the payment of this amount will be borne by you. Please note in the event you leave the organization within 12 months from the date of joining, payment processed under Joining bonus shall be recovered from the employee at the time of exit.

The enhancement of the scholarship at the end of each academic year of study will be at the discretion of the Company and subject to your satisfactory progress of study, acquisition of skills, behavior, regularity and punctuality in attendance. Your continued enrolment in the course, will be at the discretion of the Company, and is subject to satisfactory academic performance and other requirements as prescribed in the WILP portal.

In case your project performance at any stage is not found to be at par with the requirement of WILP, then you would be placed on performance improvement program (PIP). If you fail to successfully complete the PIP, the Company may at its sole discretion discontinue your enrolment in the WILP program.

#### **Book Allowance:**

A Book Allowance of Rs.1,250/- will be provided to you per semester. This allowance will be given every semester except the last semester when you will be engaged in dissertation. The allowance will be paid to you centrally along with your scholarship during the course of each semester. The allowance will be subject to tax. Book allowance is applicable and paid only when you are registered for the semester.

#### **5. Training Agreement:**

- i. This letter of enrolment is subject to the execution of a training agreement in the prescribed proforma with Wipro Limited, Sarjapur Road, Doddakannelli, Bengaluru-560035 on or before joining the program ("Training Agreement").
- ii. This Training agreement shall be for a total period of 60 Months where you will be mentored for developing your skills and knowledge. This included technical training, in various formats, both online and offline and practical experience in various projects. The Company invests on your behalf for the cost of these trainings. Should you discontinue the WILP program or your enrolment with WILP is cancelled for any reason whatsoever before the completion of 60 months from the date of joining, the training expenses of Rs.75,000/-(Rupees Seventy five thousand only) will have to be paid by you as detailed in the Training Agreement.

#### **6. PROJECT READINESS PROGRAM (PRP)**

Upon enrolment, you will have to undergo a Project Readiness Program (PRP) to prepare you to participate in projects. This is offered by Wipro's - Talent Transformation Department to all campus and off-campus selects. The broad objective of PRP is to equip you with the necessary knowledge and skills that will enable you to start working on real-life project work which is an integral part of the WILP.

#### **7. Regulations of Academic study:**

- i. You will be enrolled for M-Tech program with a renowned institution ("University") that collaborates with Wipro for WILP.
- ii. Course specialization includes but is not limited to Software Systems, Software Engineering, Information Technology, Computing Systems and Infrastructure Management, Data Analytics, IoT, Cloud, Digital & Cyber security, Embedded Systems.
- iii. Your specialization and enrolment would be decided based on prevailing business requirements and decision of the Company is final and binding.
- iv. You will not be able to change Specialization track after enrolment.
- v. Overall program duration is 4 years from date of enrolment of academic program.
- vi. As per the program structure, a WILP Scholar trainee will register and pursue 4 to 6 courses per semester over 7 semesters.
- vii. You will be required to submit a project work / dissertation in your final semester (8<sup>th</sup> semester of your program). This will enable you to advance your professional capabilities by applying concepts and techniques in projects.
- viii. Each course has multiple evaluation components. This includes an assignment component, quiz, mid-semester examination and comprehension examination. All evaluation components are mandatory for securing a pass grade in a course as prescribed by the partnering institution.

- ix. Contact classes are organized as per the handout and calendar prepared and shared by the University at the beginning of each semester. In the normal course, one session of 2 hours duration per course per contact class is organized.
- x. You will be called upon to undergo studies during the hours and days as may be fixed by the Company from time to time. Normally, the study hours would be from 9:00am to 6:00pm
- xi. The faculty will take attendance/circulate attendance sheets for every session. It is your responsibility to ensure that your attendances are recorded properly.
- xii. WILP Scholar trainees are expected to be on time for every session. Punctuality is non-negotiable and the faculty reserves the right to deny entry and attendance to late comers.
- xiii. Attending 75% of contact session is mandatory for each course to appear for examinations.
- xiv. Not attending classes for reasons like medical/on the job training /late coming/personal problems and other similar reasons would be treated as absenteeism.
- xv. Scholar trainees who fail to meet the minimum attendance criteria will not qualify for comprehension exams for any of the registered courses in that semester.
- xvi. For any reason, you are not able to meet the minimum attendance criteria or not complete the mandatory assignments / quiz / examinations in any semester, you are required to repeat the same semester as and when the next batch is organized. In such cases, rules and regulations governing academic programs at that time would be applicable. In addition, additional semesters fees are to be borne by you as prescribed by the University.
- xvii. At the end of each semester, the performance of each Scholar Trainee in a course, is specified as a letter grade which is obtained through a Relative Grading procedure
- xviii. Any Scholar trainee securing 3 or more cumulative fail grade at any point in time will be expelled from WILP Program.
- xix. The 8th semester of study is fully devoted for dissertation / project work
- xx. If a Scholar trainee's CGPA is less than 5.5, the Scholar trainee will not be permitted to register for the dissertation. He/she has to re-appear for exams and secure a CGPA of 5.5 before taking up the dissertation. Also, a Scholar trainee with an E grade in any course will not be permitted to register for the Dissertation
- xxi. Project / Dissertation work has to be carried out by each individual separately. Teamwork is not permitted.
- xxii. The dissertation has to be completed strictly as per the guidelines that are outlined by collaborating institution.
- xxiii. WILP Scholar trainees are expected to maintain decorum and discipline in line with Wipro's professional work culture and environment.
- xxiv. In cases where a Scholar trainee deviates from the expected behaviour as prescribed by the WILP and partnering institution from time to time , strict action will be taken and the decision of the WILP Team / faculty /, University would be final and binding.
- xxv. Breach of integrity will be dealt with sternly. Such Scholar trainees will be asked to discontinue their studies and also expelled from WILP program.
- xxvi. On successful completion of the study, you will be eligible to receive the M-Tech degree from the collaborating University, in recognition of your successfully completing the course.
- xxvii. All Scholar trainees of the WILP will be given testimonials at the end of the successful completion of the M-Tech degree program. The testimonial contains the timeline in the WILP and the kind of project works carried during this opportunity.

Mode of contact session, examination pattern and other academic program norms are subject to change based on the prevailing situation / University norms declared from time to time. Decision of the University would be final and binding.

## **8. Conflict of Interest:**

- i. During your enrolment period with the WILP, you will focus exclusively on the requirements of the program. In addition to your study and academic requirements, you are required to engage yourself exclusively in the work assigned by Wipro and shall not take up any independent or individual assignments (whether part time or full time, in an advisory capacity or otherwise) directly or indirectly without the express written consent of Head /

## Manager of WILP Academy

- ii. You shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any person who is involved in activities, which are or shall be in conflict with the interests of Wipro.
- iii. The Conflict of Interest Policy also refers to the need on your part, during your enrolment and for a period of one year from the cessation of your enrolment with WILP (irrespective of the circumstances of, or the reasons for, the cessation) not to solicit, induce or encourage:
  - a. Any student/scholar trainee of the WILP to abandon /withdraw their enrolment with the program or to accept enrolment and/or employment with any competitor, supplier or any customer with whom you have a connection.
  - b. Any employee of Wipro to terminate their employment with Wipro or to accept employment with any competitor, supplier or any customer with whom you have a connection.
  - c. Any customer or vendor of Wipro to move their existing business with Wipro to a third party or to terminate their business relationship with Wipro.
  - d. Any existing employee and/or student of WILP to become associated with, or perform services of any type for any third party.
- iv. In case of any conflict or doubt, please discuss the matter with Head / Manager of WILP, to understand Wipro's position on this and resolve the conflict.

## 9. Obligation and Responsibilities:

- i. During the study period you will be governed by the WILP regulations and instructions as may be modified, from time to time, in relation to conduct, discipline and other matters.
- ii. During your study as part of WILP, Company expects you to undergo study in the area in which you are placed, with a high standard of initiative and efficiency. This is critical and Company has zero tolerance towards any deviations.
- iii. You would not be allowed to seek membership of any local or public body without the written approval from the Head / Manager of WILP.
- iv. During the study period and thereafter, you would not be allowed to give out to anyone in writing or by word of mouth or otherwise, particulars or details of work - process, technical know-how, research carried out, security arrangements, or administrative and/or organizational matters of confidential or secret nature which you may come across during your academic study or become known to you by virtue of your undergoing study under WILP or otherwise.
- v. You are bound by all regulations, instructions and policies of the WILP and Wipro. These are updated / modified on a periodic basis and new policies may be introduced and notified to Scholar trainees from time to time and you will be bound to comply with the same.
- vi. In consideration of the opportunities, trainings and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by WILP/Wipro and in the course of your association with WILP. This covenant shall endure during your association and beyond the cessation of your association with WILP (irrespective of the circumstances of, or the reasons for, the cessation).
- vii. In connection with your association with Wipro as part of the WILP and during the term of your association upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business or academic session hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

During the period of academic study, if you develop or conceptualize inventions, ideas, concepts, discoveries, techniques and improvements (including without limitation computer software) solely or jointly with others in relation to the operation of the WILP / Wipro, such developments will be fully communicated to the WILP academy and will be the sole intellectual property of Wipro. You agree to cooperate in the execution of documents to facilitate the assignment of such intellectual property when required.

## 10. Confidentiality:



- i. In consideration of the opportunities, training and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by Wipro and in the course of your enrolment. This covenant shall endure during your enrolment and beyond the cessation of your enrolment with Wipro (irrespective of the circumstances of, or the reasons for, the cessation).
- ii. During your training on projects at Wipro, you will be expected not to use or disclose any confidential information, including trade secrets, of any former employer (if any) or other person with whom you have an obligation of confidentiality and by signing below you affirm that you have no conflicting obligations or non-compete agreements that would prevent you from working without limitation for Wipro.

## **11. Assignment of Intellectual Property**

In connection with your enrolment and during the term of your enrolment, upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

## **12. Posting**

During the initial study period, initially you would be made familiar with Wipro, but you may if needed be re-assigned or transferred to another division, department, establishment or new location where Wipro, has its office or operation and WILP classes are running in the particular location, in India, without enhancing the scholarship amount. On placement of this nature, you will also be governed by the disciplinary rules and regulations as applicable in that unit/branch. You may also be placed in any sister company of Wipro, for practical studies.

## **13. Misconduct:**

- i. In case you are charged with any misconduct or disciplinary issue during your study period, your enrolment with WILP may be temporarily placed on suspension without payment of scholarship amount, for such period as Wipro may deem fit. If the charges against you are proved to be true, your enrolment may be immediately cancelled, without any notice or payment of scholarship in lieu of notice notwithstanding any clause of this letter of enrolment. It is clarified that this clause is without prejudice to Wipro's rights to enforce the Training Agreement duly signed by you even after cancellation of your enrolment for whatever reasons as the case may be.
- ii. Notwithstanding the condition regarding written notice of termination and without prejudice to Wipro's right to enforce the Training agreement, Wipro shall have the right to terminate your academic study without any notice or payment of scholarship in lieu thereof, if any declaration given or information furnished by you to WILP/ Wipro is found to be false or if you are found to have willfully suppressed any material information.

**Please note that at any stage, whether during your selection process or upon enrolment with the WILP, if it is brought to our notice that you have indulged in malpractices or used illegal means to clear your online assessment, Wipro shall withdraw or revoke the enrolment and cancel the same with immediate effect and we reserve our rights to take suitable action against you as we may deem fit.**

## **14. Cancellation of Enrolment:**

Notwithstanding any of the clauses of this letter of enrolment, Company reserves the right at its sole discretion to cancel this enrolment during the study period without assigning any reason, by giving one month's (30 days) notice or one month's scholarship/stipend in lieu of notice.

## **15. Study Hours:**

- i. As a Scholar Trainee – Work Integrated Learning Program, you will be called upon to undergo studies during the hours and days as may be fixed by WILP from time to time as per the University requirements.
- ii. You would be assigned to any of the locations and any project work as part of your WILP as may be decided by the Company.
- iii. The full day lecture sessions will be held at any of Wipro's other establishments/outourced venue. You may also be called upon to attend academic study as and when required on holidays, as may be scheduled in accordance with the convenience of the organizing team of the WILP.
- iv. The university will plan contact classes in multiple format to suit the project work situations and university guidelines such as contact classes in ILT (instructor Led training) and / or VILT (virtual Instructor Led Training and Self-Directed / Recorded lecture sessions).

## 16. General:

- i. This letter of enrolment is subject to the condition that you have not provided us with any false declaration or wilfully suppressed any material information. If you have, you will be liable for cancellation of enrolment from the WILP without any prior notice.
- ii. The terms of this letter of enrolment may be specifically enforced legally, if required. In this connection, if any of the provisions of this letter are declared or found to be void or unenforceable due to any reason whatsoever, the remaining provisions of this letter shall continue in full force and effect.
- iii. These enrolment terms supersede and replace any existing agreement or understanding, if any, between Wipro and you relating to the same subject matter.
- iv. You warrant that you are not prevented by a court or by any other administrative or judicial order from enrolling under this agreement. In the event that you are not a citizen of the country of posting, you should have a valid work permit to work in the country of posting.
- v. During the period of enrolment you are required to comply with all policies of WILP and Wipro. These policies are updated / modified on a periodic basis and new policies may be introduced and notified to the Scholar Trainees from time to time. You agree to comply with all policies as modified from time to time.

## 17. On Completion/Cancellation of Academic Program:

- i. On Completion of the academic program or cancellation of your enrolment , as the case may be, you will immediately surrender to Wipro/ the Academy all specifications, formulae, documents, literature, drawings or records, etc. belonging to Wipro/ the Academy or relating to its business and shall not make or retain any copies of these items.
- ii. You are not eligible to receive testimonial certificate if you do not successfully complete the academic study in accordance with this letter of enrolment and the study scheme formulated by the Academy.
- iii. Wipro reserves the right to offer employment at its sole discretion to a Scholar trainee on successful and satisfactory completion of the academic study.

## 18. Acceptance of Enrolment Letter:

Upon accepting the above terms and conditions, you are required to return the duplicate of this letter of enrolment, duly signed by you as a token of your acceptance on the day of joining WILP program.

Please confirm that the above terms are acceptable to you and that you accept the enrolment by signing a copy of this letter of enrolment and submit the same on the date of joining.

## 19. Work Allocation:

As part of your work responsibilities, you may be assigned to work on certain projects/accounts or other assignments as may be deemed fit by the Company in its sole discretion. Refusal to accept and deliver on such assignments shall be treated as a refusal to work and may result in termination of your employment or other disciplinary action.

Yours sincerely,

For **Wipro Limited**,



**Aparna Shailen**  
**General Manager - Human Resources**

I have read, understood and agree to accept the enrolment on the terms and conditions herein.

I shall be present for the induction session on

## **ANNEXURE I**

### **CONFIRMATION ON SHARING PERSONAL INFORMATION (AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT, 2000)**

I Radheshyam Thakur, confirm that I am voluntarily sharing my Personal Information with Wipro Limited ('Wipro') being a part of WILP of Wipro for the following purposes:

- a. validating my application form and retaining records on the same for any future reference/verification;
- b. processing my application form including background verification checks;
- c. academic study related actions including record keeping, processing scholarship advance and benefits and any action required in the context of my enrolment with Wipro, being a part of WILP.

In this context, I also agree to the retention of such Personal Information by Wipro for any future reference/verification and authorize Wipro to transfer the same to a third party.

I understand that 'Personal Information' means any information, relating to me that is available with Wipro and is capable of identifying me."

## **ANNEXURE II**

I hereby confirm that I shall submit the required academic certificate including but not limited to mark sheet and Provisional or Convocation Degree Certificate within 3 months from my date of joining. I understand that my enrolment is subject to my aggregate meeting the Wipro eligibility criteria and submission of the above mentioned documents.

I hereby declare that all the particulars mentioned above are true to the best of my knowledge. In the event of my failure to submit the above mentioned documents or in case of any discrepancy, I shall be liable for termination of my enrolment with Wipro.

## **ANNEXURE – III**

### **INITIAL INDUCTION PROGRAM**

The Talent Transformation team at Wipro groom's campus selects to help them face the challenges of the corporate world.

A holistic 360 degree approach to training is adopted and helps them hone their fundamental computer skills followed by insights into Wipro businesses, process, technology and behavioural skills.

To understand and appreciate the mindset of the young Trainees and ensure that the transformation is smooth, the induction program is done by a team of dedicated professionals who have exposure to the academic and corporate sectors alike. Project Readiness Program (PRP) is a training program designed to address the basic learning needs of the Trainees.

#### **Corporate Readiness Program - CRP**

The CRP program is focused on making young Trainees comfortable in a corporate environment. This program starts with a corporate induction.

"EMERGE" a behavioural skills building training program ensures that the fresh Trainee start feeling at ease in the "corporate world". This activity based behavioural intervention informs the new entrants about the corporate work culture and business etiquette.

#### **Technology Readiness Program - TRP**

The technology training provides critical technical skills required to work on projects allocated to Trainees and prepare to face the demands of the project world. We begin doing this by familiarizing with Wipro's businesses and work environment.

The methodology of training is "Project Based Learning" (PBL) approach, the entire learning is designed around a series of projects that the recruits are expected to complete individually by learning and applying various topics required to complete the project. Starting with individual projects, the PBL approach ends with recruits working on a team project.

## **ANNEXURE – IV**

I have read and understood the terms of my enrolment letter. I agree and acknowledge that I am a Student/Scholar trainee with Wipro's WILP. I further undertake that I shall not represent to any person within Wipro or any other third

party that I am an employee of Wipro Ltd and I fully understand that such false representation shall entail severe disciplinary action including immediate cancellation of my enrolment.

### **Travel, Accommodation, Food & Other Miscellaneous Expenses**

#### **Travel**

- i. You would be entitled for Rs. 1500 from the date of appointment as a lump sum amount that will be credited with your first month stipend. You may utilize this amount towards Travel and you would not need to submit bills towards usage of this amount.
- ii. There is no provision for reimbursement/allowance towards any expenses incurred in lieu of attending training or classes at different locations in the same city.

#### **Accommodation, Food & other Miscellaneous Expenses**

- i. You would be entitled for Rs.400 per day for 8 days (total amount of Rs.3,200) from the date of joining. You may utilize this amount towards accommodation, food & other miscellaneous expenses. This would be paid as a lump sum amount that will be credited with your first month stipend and you would not need to submit bills towards usage of this amount.
- ii. If your posting location (the location where you would be based out of after training) is different from the training location (location where you undergo initial training), you would be entitled for the following:  
  
Settlement and Miscellaneous Expenses: Rs.1200 per day for 7 days (total amount of Rs. 8,400) from the date of reporting to the posting location. You may utilize this amount towards boarding, lodging, conveyance & other miscellaneous expenses.
- iii. Any location change after reporting to posting location will be treated as relocation/transfer and will be covered under the Transfer policy for Team Rainbow. For details you can refer the policy at myWipro-> My Policies -> India->My Travel>Transfer Policy-Team Rainbow.
- iv. Campus joiners would not be eligible for accommodation at the Wipro guest houses.

**Please note in the event that the employee leaves the organization within 6 months from the date of joining, all payments processed under Joining & Relocation Entitlements shall be recovered from the employee at the time of exit.**

**Skill Preferences 1 :** [DAAI -Cloud & Digital Database](#)

**Location Preferences 1 :** [Bangalore](#)

**Skill Preferences 2 :** [CEP-SAP-ABAP](#)

**Location Preferences 2 :** [Mysore](#)

**Skill Preferences 3 :** [Python App](#)

**Location Preferences 3 :** [Chennai](#)

☒ Accept ☐ Decline

☒ **Signature** [Radheshyam Thakur 25/1/2023 10:00 PM](#)

(checking the checkbox above is equivalent to a handwritten signature)

Registered Office:

**Wipro  
Limited**

**T :**+91 (80) 2844 0011

Doddakannelli

**F :**+91 (80) 2844 0054

Sarjapur  
Road

**E :**info@wipro.com

Bengaluru  
560 035

**W :**wipro.com

India

**C :**L32102KA1945PLC020800

26168298

Date: 3rd Sep 2022

**Internship Offer**

**Dear NITHYADHARSHINI J**

We are pleased to offer you an internship with our organization as a **Associate** from **5th Sep 2022**.

We are excited about you joining our **Bangalore Team**.

During the tenure, you will be paid an all-inclusive stipend of **Rs.400000** per year as per your date of joining.

The company reserves the right to deduct lawful and reasonable amounts from the stipend in case of delay, negligence, loss, etc. arising from your transactions.

This is a full-time internship. Your working hours would be 9:30 am to 7 pm.  
Saturdays (2nd and 4th) and all Sundays are weeks off. However, you may be required to work on week offs & holidays in case of increased business demands. You can take compensatory time off on weekdays.

You will keep the information about the Company and its customers confidential during your tenure with the organization and thereafter.

Upon termination of the Internship, all company documents, information & assets must be returned to the office before leaving.

Warm Regards,



Atulya Bhat  
Co-Founder



Date: 3rd Sep 2022

**Internship Offer**

**Dear NISTHA KESHRI**

We are pleased to offer you an internship with our organization as a **Associate** from **5th Sep 2022**.

We are excited about you joining our **Bangalore Team**.

During the tenure, you will be paid an all-inclusive stipend of **Rs.400000** per year as per your date of joining.

The company reserves the right to deduct lawful and reasonable amounts from the stipend in case of delay, negligence, loss, etc. arising from your transactions.

This is a full-time internship. Your working hours would be 9:30 am to 7 pm.  
Saturdays (2nd and 4th) and all Sundays are weeks off. However, you may be required to work on week offs & holidays in case of increased business demands. You can take compensatory time off on weekdays.

You will keep the information about the Company and its customers confidential during your tenure with the organization and thereafter.

Upon termination of the Internship, all company documents, information & assets must be returned to the office before leaving.

Warm Regards,



Atulya Bhat  
Co-Founder



Date: 3rd Sep 2022

**Internship Offer**

**Dear NIYATI GOVIND**

We are pleased to offer you an internship with our organization as a **Associate** from **5th Sep 2022**.

We are excited about you joining our **Bangalore Team**.

During the tenure, you will be paid an all-inclusive stipend of **Rs.400000** per year as per your date of joining.

The company reserves the right to deduct lawful and reasonable amounts from the stipend in case of delay, negligence, loss, etc. arising from your transactions.

This is a full-time internship. Your working hours would be 9:30 am to 7 pm.  
Saturdays (2nd and 4th) and all Sundays are weeks off. However, you may be required to work on week offs & holidays in case of increased business demands. You can take compensatory time off on weekdays.

You will keep the information about the Company and its customers confidential during your tenure with the organization and thereafter.

Upon termination of the Internship, all company documents, information & assets must be returned to the office before leaving.

Warm Regards,



Atulya Bhat  
Co-Founder



Date: 3rd Sep 2022

**Internship Offer**

**Dear RESMI RAJESH N K**

We are pleased to offer you an internship with our organization as a **Associate** from **5th Sep 2022**.

We are excited about you joining our **Bangalore Team**.

During the tenure, you will be paid an all-inclusive stipend of **Rs.400000** per year as per your date of joining.

The company reserves the right to deduct lawful and reasonable amounts from the stipend in case of delay, negligence, loss, etc. arising from your transactions.

This is a full-time internship. Your working hours would be 9:30 am to 7 pm.  
Saturdays (2nd and 4th) and all Sundays are weeks off. However, you may be required to work on week offs & holidays in case of increased business demands. You can take compensatory time off on weekdays.

You will keep the information about the Company and its customers confidential during your tenure with the organization and thereafter.

Upon termination of the Internship, all company documents, information & assets must be returned to the office before leaving.

Warm Regards,



Atulya Bhat  
Co-Founder





Date: 3rd Sep 2022

**Internship Offer**

**Dear RINCY SHAJI**

We are pleased to offer you an internship with our organization as a **Associate** from **5th Sep 2022**.

We are excited about you joining our **Bangalore Team**.

During the tenure, you will be paid an all-inclusive stipend of **Rs.400000** per year as per your date of joining.

The company reserves the right to deduct lawful and reasonable amounts from the stipend in case of delay, negligence, loss, etc. arising from your transactions.

This is a full-time internship. Your working hours would be 9:30 am to 7 pm.  
Saturdays (2nd and 4th) and all Sundays are weeks off. However, you may be required to work on week offs & holidays in case of increased business demands. You can take compensatory time off on weekdays.

You will keep the information about the Company and its customers confidential during your tenure with the organization and thereafter.

Upon termination of the Internship, all company documents, information & assets must be returned to the office before leaving.

Warm Regards,



Atulya Bhat  
Co-Founder



Date: 3rd Sep 2022

**Internship Offer**

**Dear ROHIT NIMA RAMESHBHAI**

We are pleased to offer you an internship with our organization as a **Associate** from **5th Sep 2022**.

We are excited about you joining our **Bangalore Team**.

During the tenure, you will be paid an all-inclusive stipend of **Rs.400000** per year as per your date of joining.

The company reserves the right to deduct lawful and reasonable amounts from the stipend in case of delay, negligence, loss, etc. arising from your transactions.

This is a full-time internship. Your working hours would be 9:30 am to 7 pm.  
Saturdays (2nd and 4th) and all Sundays are weeks off. However, you may be required to work on week offs & holidays in case of increased business demands. You can take compensatory time off on weekdays.

You will keep the information about the Company and its customers confidential during your tenure with the organization and thereafter.

Upon termination of the Internship, all company documents, information & assets must be returned to the office before leaving.

Warm Regards,



Atulya Bhat  
Co-Founder



Date: 3rd Sep 2022

**Internship Offer**

**Dear RUTH RANI D**

We are pleased to offer you an internship with our organization as a **Associate** from **5th Sep 2022**.

We are excited about you joining our **Bangalore Team**.

During the tenure, you will be paid an all-inclusive stipend of **Rs.400000** per year as per your date of joining.

The company reserves the right to deduct lawful and reasonable amounts from the stipend in case of delay, negligence, loss, etc. arising from your transactions.

This is a full-time internship. Your working hours would be 9:30 am to 7 pm.  
Saturdays (2nd and 4th) and all Sundays are weeks off. However, you may be required to work on week offs & holidays in case of increased business demands. You can take compensatory time off on weekdays.

You will keep the information about the Company and its customers confidential during your tenure with the organization and thereafter.

Upon termination of the Internship, all company documents, information & assets must be returned to the office before leaving.

Warm Regards,



Atulya Bhat  
Co-Founder



Date: 3rd Sep 2022

**Internship Offer**

**Dear Shalini Shriram Menon**

We are pleased to offer you an internship with our organization as a **Associate** from **5th Sep 2022**.

We are excited about you joining our **Bangalore Team**.

During the tenure, you will be paid an all-inclusive stipend of **Rs.400000** per year as per your date of joining.

The company reserves the right to deduct lawful and reasonable amounts from the stipend in case of delay, negligence, loss, etc. arising from your transactions.

This is a full-time internship. Your working hours would be 9:30 am to 7 pm. Saturdays (2nd and 4th) and all Sundays are weeks off. However, you may be required to work on week offs & holidays in case of increased business demands. You can take compensatory time off on weekdays.

You will keep the information about the Company and its customers confidential during your tenure with the organization and thereafter.

Upon termination of the Internship, all company documents, information & assets must be returned to the office before leaving.

Warm Regards,



Atulya Bhat  
Co-Founder



## OFFER LETTER

Dear SURESHA N,

Subsequent to your meetings with Go Digit General Insurance Limited, we are pleased to make an offer of employment on the following terms and conditions:

- 1.1 You shall be appointed to the position of **Graduate Trainee Engineer – Analytics and Data Science**.
- 1.2 As an employee of the Organisation, your Gross Annual Compensation (Cost to Company) will be **Rs. 450000/-** (Rupees Four Lac Fifty Thousand Only).
- 1.3 Your Gross Annual Compensation will include a performance-linked variable of **11.00%** subject to achievement of pre-defined targets.
- 1.4 All terms and conditions of your employment, including the code of conduct, will be in accordance with the Company's policies and procedures and the Employment Agreement.
- 1.5 The Trainee Program will be for a period of **1 year** from your date of joining.
- 1.6 Your employment will also be dependent upon completion of your Graduation / Post Graduation as per the training programme.
- 1.7 Your employment with the Company is subject to:
  - (a) The accuracy of the testimonials and information provided by you; and,
  - (b) You being free from any contractual restrictions preventing you from accepting this offer and will return receipt of acceptance of this offer within 5 workings days.
- 1.8 At any time, the contract may be terminated by either party by giving 90 days' notice in writing. Go Digit General Insurance reserves the right to payment of salary in lieu of the notice period.
- 1.9 We are glad that you have accepted our offer. In order to confirm your joining, you would be required to submit a proof of your resignation from your current company



BACKED BY FAIRFAX

within 7 days of receipt of this offer letter. In case of failure to submit the same within the stipulated time period, the company reserves a right to withdraw this offer.

On the day of your joining kindly bring photocopies of your certificates (all education qualifications, address proof, Pan card copy, ID proof, all previous employers' certificates, Form 16, Last employer's salary slip of last 3 months, relieving Letter from last employer), along with four passport size photographs.

This offer is being issued subject to successful verification of all your documents submitted. As a token of your acceptance of our offer and the terms of this letter, please sign in the space provided below and return the same to us. We are excited at the prospect of having you join us and look forward to a rewarding association.

**Annexure A**  
**Compensation Entitlement Sheet**

|                               | Monthly       | Annual         |
|-------------------------------|---------------|----------------|
| Basic Salary                  | 11,667        | 140,000        |
| HRA                           | 4,667         | 56,000         |
| Education Allowance           | 200           | 2,400          |
| LTA                           | 972           | 11,662         |
| Statutory Bonus               | 972           | 11,662         |
| Special Allowance             | 12,495        | 149,942        |
| <b>Gross Salary</b>           | <b>30,972</b> | <b>371,666</b> |
| <u>Employer Contributions</u> |               |                |
| EPF                           | 1,800         | 21,600         |
| ESI                           | 0             | 0              |
| Gratuity                      | 561           | 6,734          |
| <b>Fixed Compensation</b>     | <b>33,333</b> | <b>400,000</b> |
| <b>Variable Pay</b>           |               | <b>50000</b>   |
|                               |               |                |
| <b>Annual Cost to Company</b> |               | <b>450,000</b> |

**Deductions:**

|                |               |               |
|----------------|---------------|---------------|
| EPF            | 1,800         | 21,600        |
| ESIC           | 0             | 0             |
| PT Deduction   | 200           | 2,500         |
| <b>Net Pay</b> | <b>28,972</b> | <b>450000</b> |

\*TDS deduction is subject to taxable income.

\*\*If your Annual Compensation includes a performance-linked variable then the payment will be subject to achievement of predefined targets. Variable pay shall be paid depending upon the performance of the employee and as per the company policies. Employee who has resigned or is serving his/her notice period, as on the date of payment, will not be eligible for payment of variable pay.

\*\*\* Eligibility for increment shall be depending upon the performance of the employee and as per company policies. Employee who has resigned or is serving his/her notice period will not be eligible for increment.

Sincerely,

**For Go Digit General Insurance Limited**



**Amrit Jaidka Arora**  
**CHRO**

**Vibhanshu Patel**







EY Global Delivery Services India LLP  
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Karnataka , India

Tel: +91 080 6681 3000  
Fax: +91 080 6681 3334  
ey.com

Dear **Swati**,

**Subject: Letter of intent**

With reference to the campus selection process and the subsequent interviews that you had with us, we are pleased to extend a letter of intent subject to the following terms and conditions:

**1. Position:**

You will be offered a position in "**EY Global Delivery Services India LLP**" (the "Firm").

**2. Date of joining and work location:**

Your date of joining the company and work location will be communicated to you at a later stage.

**3. Annual Fixed compensation:**

You shall be paid an annual fixed compensation of **INR.450000/-** per annum. The annual fixed compensation will be subject to applicable taxes as per the provision of IncomeTax Act & will be paid to you after deduction of income tax and other applicable taxes at source.

As per policy of the Firm, in addition to your fixed compensation you will be eligible to participate in the EY GDS Variable Pay Bonus Program, which drives a pay for performance approach providing differential reward based on EY GDS, business unit and personal performance. This will be payable on or before 31 August 2022. This is subject to you being employed with the Firm as on the date of payment of Variable Pay Bonus. Employees who join the Firm during the year will be eligible for a prorated Variable Pay Bonus payment. The Variable Pay Bonus amount is subject to income tax deduction as per rules prescribed under the tax laws.

**4. Education Qualification:**

This letter of intent is subject to your successful completion of Btech exams by September 2022.

Please note that a detailed offer letter would be issued to you subsequently.

Looking forward to a mutually beneficial association.

Thanking you.

Yours faithfully,

for **EY Global Delivery Services India LLP**

Signed By : RAHUL DASGUPTA  
Reason : Offer Letter  
Location : Bangalore  
Date: 24-09-2021 16:16:53

**Authorized Signatory**





EY Global Delivery Services India LLP  
3rd Floor, Tower 'C',  
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Dear **Rekha Dd**,

**Subject: Letter of intent**

With reference to the campus selection process and the subsequent interviews that you had with us, we are pleased to extend a letter of intent subject to the following terms and conditions:

**1. Position:**

You will be offered a position in "**EY Global Delivery Services India LLP**" (the "Firm").

**2. Date of joining and work location:**

Your date of joining the company and work location will be communicated to you at a later stage.

**3. Annual Fixed compensation:**

You shall be paid an annual fixed compensation of **INR.483000/-** per annum. The annual fixed compensation will be subject to applicable taxes as per the provision of IncomeTax Act & will be paid to you after deduction of income tax and other applicable taxes at source.

As per policy of the Firm, in addition to your fixed compensation you will be eligible to participate in the EY GDS Variable Pay Bonus Program, which drives a pay for performance approach providing differential reward based on EY GDS, business unit and personal performance. This will be payable on or before 31 August 2023. This is subject to you being employed with the Firm as on the date of payment of Variable Pay Bonus. Employees who join the Firm during the year will be eligible for a prorated Variable Pay Bonus payment. The Variable Pay Bonus amount is subject to income tax deduction as per rules prescribed under the tax laws.

**4. Education Qualification:**

This letter of intent is subject to your successful completion of Btech exams by September 2023.

Please note that a detailed offer letter would be issued to you subsequently.

Looking forward to a mutually beneficial association.

Thanking you.

Yours faithfully,

for **EY Global Delivery Services India LLP**

Signed By : RAHUL DASGUPTA  
Reason : Offer Letter  
Location : Bangalore  
Date: 24-09-2021 16:16:53

**Authorized Signatory**





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Dear **Sammedh Chaugala**,

**Subject: Letter of intent**

With reference to the campus selection process and the subsequent interviews that you had with us, we are pleased to extend a letter of intent subject to the following terms and conditions:

**1. Position:**

You will be offered a position in "**EY Global Delivery Services India LLP**" (the "Firm").

**2. Date of joining and work location:**

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**3. Annual Fixed compensation:**

You shall be paid an annual fixed compensation of **INR.483000/-** per annum. The annual fixed compensation will be subject to applicable taxes as per the provision of IncomeTax Act & will be paid to you after deduction of income tax and other applicable taxes at source.

As per policy of the Firm, in addition to your fixed compensation you will be eligible to participate in the EY GDS Variable Pay Bonus Program, which drives a pay for performance approach providing differential reward based on EY GDS, business unit and personal performance. This will be payable on or before 31 August 2023. This is subject to you being employed with the Firm as on the date of payment of Variable Pay Bonus. Employees who join the Firm during the year will be eligible for a prorated Variable Pay Bonus payment. The Variable Pay Bonus amount is subject to income tax deduction as per rules prescribed under the tax laws.

**4. Education Qualification:**

This letter of intent is subject to your successful completion of Btech exams by September 2023.

Please note that a detailed offer letter would be issued to you subsequently.

Looking forward to a mutually beneficial association.

Thanking you.

Yours faithfully,

for **EY Global Delivery Services India LLP**

Signed By : RAHUL DASGUPTA  
Reason : Offer Letter  
Location : Bangalore  
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Dear **Abhilasha Maurya**,

**Subject: Letter of intent**

With reference to the campus selection process and the subsequent interviews that you had with us, we are pleased to extend a letter of intent subject to the following terms and conditions:

**1. Position:**

You will be offered a position in "**EY Global Delivery Services India LLP**" (the "Firm").

**2. Date of joining and work location:**

Your date of joining the company and work location will be communicated to you at a later stage.

**3. Annual Fixed compensation:**

You shall be paid an annual fixed compensation of **INR.483000/-** per annum. The annual fixed compensation will be subject to applicable taxes as per the provision of IncomeTax Act & will be paid to you after deduction of income tax and other applicable taxes at source.

As per policy of the Firm, in addition to your fixed compensation you will be eligible to participate in the EY GDS Variable Pay Bonus Program, which drives a pay for performance approach providing differential reward based on EY GDS, business unit and personal performance. This will be payable on or before 31 August 2023. This is subject to you being employed with the Firm as on the date of payment of Variable Pay Bonus. Employees who join the Firm during the year will be eligible for a prorated Variable Pay Bonus payment. The Variable Pay Bonus amount is subject to income tax deduction as per rules prescribed under the tax laws.

**4. Education Qualification:**

This letter of intent is subject to your successful completion of Btech exams by September 2023.

Please note that a detailed offer letter would be issued to you subsequently.

Looking forward to a mutually beneficial association.

Thanking you.

Yours faithfully,

for **EY Global Delivery Services India LLP**

Signed By : RAHUL DASGUPTA  
Reason : Offer Letter  
Location : Bangalore  
Date: 24-09-2021 16:16:53

**Authorized Signatory**







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Dear **Aditi**,

**Subject: Letter of intent**

With reference to the campus selection process and the subsequent interviews that you had with us, we are pleased to extend a letter of intent subject to the following terms and conditions:

**1. Position:**

You will be offered a position in "**EY Global Delivery Services India LLP**" (the "Firm").

**2. Date of joining and work location:**

Your date of joining the company and work location will be communicated to you at a later stage.

**3. Annual Fixed compensation:**

You shall be paid an annual fixed compensation of **INR.483000/-** per annum. The annual fixed compensation will be subject to applicable taxes as per the provision of IncomeTax Act & will be paid to you after deduction of income tax and other applicable taxes at source.

As per policy of the Firm, in addition to your fixed compensation you will be eligible to participate in the EY GDS Variable Pay Bonus Program, which drives a pay for performance approach providing differential reward based on EY GDS, business unit and personal performance. This will be payable on or before 31 August 2023. This is subject to you being employed with the Firm as on the date of payment of Variable Pay Bonus. Employees who join the Firm during the year will be eligible for a prorated Variable Pay Bonus payment. The Variable Pay Bonus amount is subject to income tax deduction as per rules prescribed under the tax laws.

**4. Education Qualification:**

This letter of intent is subject to your successful completion of Btech exams by September 2023.

Please note that a detailed offer letter would be issued to you subsequently.

Looking forward to a mutually beneficial association.

Thanking you.

Yours faithfully,

for **EY Global Delivery Services India LLP**

Signed By : RAHUL DASGUPTA  
Reason : Offer Letter  
Location : Bangalore  
Date: 24-09-2021 16:16:53

**Authorized Signatory**





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Dear **Akarsh Kumar**,

**Subject: Letter of intent**

With reference to the campus selection process and the subsequent interviews that you had with us, we are pleased to extend a letter of intent subject to the following terms and conditions:

**1. Position:**

You will be offered a position in "**EY Global Delivery Services India LLP**" (the "Firm").

**2. Date of joining and work location:**

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You shall be paid an annual fixed compensation of **INR.483000/-** per annum. The annual fixed compensation will be subject to applicable taxes as per the provision of IncomeTax Act & will be paid to you after deduction of income tax and other applicable taxes at source.

As per policy of the Firm, in addition to your fixed compensation you will be eligible to participate in the EY GDS Variable Pay Bonus Program, which drives a pay for performance approach providing differential reward based on EY GDS, business unit and personal performance. This will be payable on or before 31 August 2023. This is subject to you being employed with the Firm as on the date of payment of Variable Pay Bonus. Employees who join the Firm during the year will be eligible for a prorated Variable Pay Bonus payment. The Variable Pay Bonus amount is subject to income tax deduction as per rules prescribed under the tax laws.

**4. Education Qualification:**

This letter of intent is subject to your successful completion of Btech exams by September 2023.

Please note that a detailed offer letter would be issued to you subsequently.

Looking forward to a mutually beneficial association.

Thanking you.

Yours faithfully,

for **EY Global Delivery Services India LLP**

Signed By : RAHUL DASGUPTA  
Reason : Offer Letter  
Location : Bangalore  
Date: 24-09-2021 16:16:53

**Authorized Signatory**





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Dear **Akash SR**,

**Subject: Letter of intent**

With reference to the campus selection process and the subsequent interviews that you had with us, we are pleased to extend a letter of intent subject to the following terms and conditions:

**1. Position:**

You will be offered a position in "**EY Global Delivery Services India LLP**" (the "Firm").

**2. Date of joining and work location:**

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As per policy of the Firm, in addition to your fixed compensation you will be eligible to participate in the EY GDS Variable Pay Bonus Program, which drives a pay for performance approach providing differential reward based on EY GDS, business unit and personal performance. This will be payable on or before 31 August 2023. This is subject to you being employed with the Firm as on the date of payment of Variable Pay Bonus. Employees who join the Firm during the year will be eligible for a prorated Variable Pay Bonus payment. The Variable Pay Bonus amount is subject to income tax deduction as per rules prescribed under the tax laws.

**4. Education Qualification:**

This letter of intent is subject to your successful completion of Btech exams by September 2023.

Please note that a detailed offer letter would be issued to you subsequently.

Looking forward to a mutually beneficial association.

Thanking you.

Yours faithfully,

for **EY Global Delivery Services India LLP**

Signed By : RAHUL DASGUPTA  
Reason : Offer Letter  
Location : Bangalore  
Date: 24-09-2021 16:16:53

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Dear **Ameen Rabbani**,

**Subject: Letter of intent**

With reference to the campus selection process and the subsequent interviews that you had with us, we are pleased to extend a letter of intent subject to the following terms and conditions:

**1. Position:**

You will be offered a position in "**EY Global Delivery Services India LLP**" (the "Firm").

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**4. Education Qualification:**

This letter of intent is subject to your successful completion of Btech exams by September 2023.

Please note that a detailed offer letter would be issued to you subsequently.

Looking forward to a mutually beneficial association.

Thanking you.

Yours faithfully,

for **EY Global Delivery Services India LLP**

Signed By : RAHUL DASGUPTA  
Reason : Offer Letter  
Location : Bangalore  
Date: 24-09-2021 16:16:53

**Authorized Signatory**







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Dear **Dheeraj C,**

**Subject: Letter of intent**

With reference to the campus selection process and the subsequent interviews that you had with us, we are pleased to extend a letter of intent subject to the following terms and conditions:

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You will be offered a position in "**EY Global Delivery Services India LLP**" (the "Firm").

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**4. Education Qualification:**

This letter of intent is subject to your successful completion of Btech exams by September 2023.

Please note that a detailed offer letter would be issued to you subsequently.

Looking forward to a mutually beneficial association.

Thanking you.

Yours faithfully,

for **EY Global Delivery Services India LLP**

Signed By : RAHUL DASGUPTA  
Reason : Offer Letter  
Location : Bangalore  
Date: 24-09-2021 16:16:53

**Authorized Signatory**





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Karnataka , India

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Dear **MD Mujeeb Ur Rehman G,**

**Subject: Letter of intent**

With reference to the campus selection process and the subsequent interviews that you had with us, we are pleased to extend a letter of intent subject to the following terms and conditions:

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**4. Education Qualification:**

This letter of intent is subject to your successful completion of Btech exams by September 2023.

Please note that a detailed offer letter would be issued to you subsequently.

Looking forward to a mutually beneficial association.

Thanking you.

Yours faithfully,

for **EY Global Delivery Services India LLP**

Signed By : RAHUL DASGUPTA  
Reason : Offer Letter  
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Dear **Meghana SG**,

**Subject: Letter of intent**

With reference to the campus selection process and the subsequent interviews that you had with us, we are pleased to extend a letter of intent subject to the following terms and conditions:

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You will be offered a position in "**EY Global Delivery Services India LLP**" (the "Firm").

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**4. Education Qualification:**

This letter of intent is subject to your successful completion of Btech exams by September 2023.

Please note that a detailed offer letter would be issued to you subsequently.

Looking forward to a mutually beneficial association.

Thanking you.

Yours faithfully,

for **EY Global Delivery Services India LLP**

Signed By : RAHUL DASGUPTA  
Reason : Offer Letter  
Location : Bangalore  
Date: 24-09-2021 16:16:53

**Authorized Signatory**





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Dear **Mohammed Faisal**,

**Subject: Letter of intent**

With reference to the campus selection process and the subsequent interviews that you had with us, we are pleased to extend a letter of intent subject to the following terms and conditions:

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You will be offered a position in "**EY Global Delivery Services India LLP**" (the "Firm").

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**4. Education Qualification:**

This letter of intent is subject to your successful completion of Btech exams by September 2023.

Please note that a detailed offer letter would be issued to you subsequently.

Looking forward to a mutually beneficial association.

Thanking you.

Yours faithfully,

for **EY Global Delivery Services India LLP**

Signed By : RAHUL DASGUPTA  
Reason : Offer Letter  
Location : Bangalore  
Date: 24-09-2021 16:16:53

**Authorized Signatory**







EY Global Delivery Services India LLP  
3rd Floor, Tower 'C',  
RMZ Infinity, Old Madras Road,  
Benniganahalli, K.R. Puram,  
Bangalore - 560016  
Karnataka , India

Tel: +91 080 6681 3000  
Fax: +91 080 6681 3334  
ey.com

Dear **Navya MS**,

**Subject: Letter of intent**

With reference to the campus selection process and the subsequent interviews that you had with us, we are pleased to extend a letter of intent subject to the following terms and conditions:

**1. Position:**

You will be offered a position in "**EY Global Delivery Services India LLP**" (the "Firm").

**2. Date of joining and work location:**

Your date of joining the company and work location will be communicated to you at a later stage.

**3. Annual Fixed compensation:**

You shall be paid an annual fixed compensation of **INR.483000/-** per annum. The annual fixed compensation will be subject to applicable taxes as per the provision of IncomeTax Act & will be paid to you after deduction of income tax and other applicable taxes at source.

As per policy of the Firm, in addition to your fixed compensation you will be eligible to participate in the EY GDS Variable Pay Bonus Program, which drives a pay for performance approach providing differential reward based on EY GDS, business unit and personal performance. This will be payable on or before 31 August 2023. This is subject to you being employed with the Firm as on the date of payment of Variable Pay Bonus. Employees who join the Firm during the year will be eligible for a prorated Variable Pay Bonus payment. The Variable Pay Bonus amount is subject to income tax deduction as per rules prescribed under the tax laws.

**4. Education Qualification:**

This letter of intent is subject to your successful completion of Btech exams by September 2023.

Please note that a detailed offer letter would be issued to you subsequently.

Looking forward to a mutually beneficial association.

Thanking you.

Yours faithfully,

for **EY Global Delivery Services India LLP**

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Dear **Prajwal patil**,

**Subject: Letter of intent**

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Dear **Rafia Akahtar Maham**,

**Subject: Letter of intent**

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for **EY Global Delivery Services India LLP**

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Dear **Rituraj**,

**Subject: Letter of intent**

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Dear **Roshan Raj A,**

**Subject: Letter of intent**

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for **EY Global Delivery Services India LLP**

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Dear **Sahid Khan**,

**Subject: Letter of intent**

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for **EY Global Delivery Services India LLP**

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Dear **Sneha Latha Reddy B,**

**Subject: Letter of intent**

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for **EY Global Delivery Services India LLP**

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Dear **Varsha S Rajan**,

**Subject: Letter of intent**

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for **EY Global Delivery Services India LLP**

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Reason : Offer Letter  
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**Subject: Offer of Employment**

Dear Syed Arafath

Heartiest Congratulations to you!

HDFC Life is delighted to offer you the full-time position of Executive Trainee in our contingent upon your successful clearance of MBA examination.

A detailed Compensation structure is enclosed herewith (Annexure 1) for your reference. An appointment letter along with the terms and conditions of employment will be issued to you after joining.

We are extremely excited to have you onboard. We are looking forward to receiving your acceptance of the offer on the duplicate copy of this letter. Please attach your resume and two passport size photographs with the same.

Warm Regards,

**Human Resources**



**Annexure 1**

**Designation:** Executive Trainee

**Band:** J2

**CTC STRUCTURE**

| Pay Items | Per Annum | Per Month |
|-----------|-----------|-----------|
|-----------|-----------|-----------|

| Fixed Pay                                                                                                                                                                                                                                                                                   |          |        |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|--------|
| Basic                                                                                                                                                                                                                                                                                       | 1,15,500 | 9,625  |
| Other Allowance                                                                                                                                                                                                                                                                             | 64,493   | 5,374  |
| Tablet Allowance                                                                                                                                                                                                                                                                            | 12,000   | 1,000  |
| Daily Activity Allowance                                                                                                                                                                                                                                                                    | 24,000   | 2,000  |
| House Rental Allowance                                                                                                                                                                                                                                                                      | 69,300   | 5,775  |
| Statutory Bonus                                                                                                                                                                                                                                                                             | 24,000   | 2000   |
| Total Monthly Gross                                                                                                                                                                                                                                                                         | 3,09,293 | 25,774 |
| Retirals and Other Benefits (As per relevant Regulations & Acts)                                                                                                                                                                                                                            |          |        |
| Provident Fund                                                                                                                                                                                                                                                                              | 21,600   |        |
| Gratuity                                                                                                                                                                                                                                                                                    | 5,582    |        |
| Flexi Pay                                                                                                                                                                                                                                                                                   | 41,225   |        |
| Valued Benefits                                                                                                                                                                                                                                                                             |          |        |
| Group Insurance Benefit                                                                                                                                                                                                                                                                     | 7,300    |        |
| Fixed Cost to Company                                                                                                                                                                                                                                                                       | 3,85,000 |        |
| Variable Pay                                                                                                                                                                                                                                                                                |          |        |
| Variable Pay for Performance <sup>2</sup>                                                                                                                                                                                                                                                   | 40,000   |        |
| Total Cost to Company                                                                                                                                                                                                                                                                       | 4,25,000 |        |
| <sup>2</sup> Variable Pay for Performance (VPP) is subject to your achieving a rating of “3-Meets Expectations” and above. The rating is assigned to an individual, on successful completion of the Executive Trainee Program (12 m), basis actual performance against the defined targets. |          |        |
| Other Benefits (as per prevalent Company Policy):                                                                                                                                                                                                                                           |          |        |
| Group Term Insurance: Term cover of INR 12,00,000 Mediclaim: INR 4,00,000 for self and dependents                                                                                                                                                                                           |          |        |

1

**Flexi Pay:**

- Flexi component amount allocation can be planned by you in Flexi Benefit Planner. Please note that component selection will alter your monthly take home as against the aforementioned monthly gross
- LTA, Mobile Handset Allowance, Fuel & Driver are reimbursable components. On opting for these, the payout will be made only after submission of documents as provided in the Flexi Policy □ **Maximum amounts allocable under Flexi Pay are following:**

| Component                    | Per annum | Per month |
|------------------------------|-----------|-----------|
| LTA (Leave Travel Allowance) | 9,625     | 802       |
| Mobile Handset Allowance     | 10,000    | 833       |
| Fuel & Driver                | 21,600    | 1,800     |





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Dear **Syed Hidayathulla**,

**Subject: Letter of intent**

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Dear **Rekha Dd**,

**Subject: Letter of intent**

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Dear **Sammedh Chaugala**,

**Subject: Letter of intent**

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Dear **Abhilasha Maurya**,

**Subject: Letter of intent**

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Dear **Aditi**,

**Subject: Letter of intent**

With reference to the campus selection process and the subsequent interviews that you had with us, we are pleased to extend a letter of intent subject to the following terms and conditions:

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Please note that a detailed offer letter would be issued to you subsequently.

Looking forward to a mutually beneficial association.

Thanking you.

Yours faithfully,

for **EY Global Delivery Services India LLP**

Signed By : RAHUL DASGUPTA  
Reason : Offer Letter  
Location : Bangalore  
Date: 24-09-2021 16:16:53

**Authorized Signatory**





EY Global Delivery Services India LLP  
3rd Floor, Tower 'C',  
RMZ Infinity, Old Madras Road,  
Benniganahalli, K.R. Puram,  
Bangalore - 560016  
Karnataka , India

Tel: +91 080 6681 3000  
Fax: +91 080 6681 3334  
ey.com

Dear **Akarsh Kumar**,

**Subject: Letter of intent**

With reference to the campus selection process and the subsequent interviews that you had with us, we are pleased to extend a letter of intent subject to the following terms and conditions:

**1. Position:**

You will be offered a position in "**EY Global Delivery Services India LLP**" (the "Firm").

**2. Date of joining and work location:**

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**3. Annual Fixed compensation:**

You shall be paid an annual fixed compensation of **INR.483000/-** per annum. The annual fixed compensation will be subject to applicable taxes as per the provision of IncomeTax Act & will be paid to you after deduction of income tax and other applicable taxes at source.

As per policy of the Firm, in addition to your fixed compensation you will be eligible to participate in the EY GDS Variable Pay Bonus Program, which drives a pay for performance approach providing differential reward based on EY GDS, business unit and personal performance. This will be payable on or before 31 August 2023. This is subject to you being employed with the Firm as on the date of payment of Variable Pay Bonus. Employees who join the Firm during the year will be eligible for a prorated Variable Pay Bonus payment. The Variable Pay Bonus amount is subject to income tax deduction as per rules prescribed under the tax laws.

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Dear **Akash SR**,

**Subject: Letter of intent**

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Dear **Ameen Rabbani**,

**Subject: Letter of intent**

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Dear **Dheeraj C,**

**Subject: Letter of intent**

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Dear **MD Mujeeb Ur Rehman G,**

**Subject: Letter of intent**

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Dear **Meghana SG**,

**Subject: Letter of intent**

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Dear **Mohammed Faisal**,

**Subject: Letter of intent**

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Dear **Navya MS**,

**Subject: Letter of intent**

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Dear **Prajwal patil**,

**Subject: Letter of intent**

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Dear **Rafia Akahtar Maham**,

**Subject: Letter of intent**

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Dear **Rituraj**,

**Subject: Letter of intent**

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Dear **Roshan Raj A,**

**Subject: Letter of intent**

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Dear **Sahid Khan**,

**Subject: Letter of intent**

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Dear **Sneha Latha Reddy B,**

**Subject: Letter of intent**

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Dear **Varsha S Rajan**,

**Subject: Letter of intent**

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As per policy of the Firm, in addition to your fixed compensation you will be eligible to participate in the EY GDS Variable Pay Bonus Program, which drives a pay for performance approach providing differential reward based on EY GDS, business unit and personal performance. This will be payable on or before 31 August 2023. This is subject to you being employed with the Firm as on the date of payment of Variable Pay Bonus. Employees who join the Firm during the year will be eligible for a prorated Variable Pay Bonus payment. The Variable Pay Bonus amount is subject to income tax deduction as per rules prescribed under the tax laws.

**4. Education Qualification:**

This letter of intent is subject to your successful completion of Btech exams by September 2023.

Please note that a detailed offer letter would be issued to you subsequently.

Looking forward to a mutually beneficial association.

Thanking you.

Yours faithfully,

for **EY Global Delivery Services India LLP**

Signed By : RAHUL DASGUPTA  
Reason : Offer Letter  
Location : Bangalore  
Date: 24-09-2021 16:16:53

**Authorized Signatory**



## EMPLOYMENT CONTRACT

between

Hemmersbach India Private Limited,  
M/s. Whitefield Area Commerce and Industries Association (WACIA),  
No.40-J, WACIA Road, Mahadevapura post, Bangalore - 560048 a  
Company incorporated under the Companies Act, 2013  
- hereinafter referred to as the “Company” -

and

- SYED HUMAID

- hereinafter referred to as the “Employee”<sup>1</sup> -

Each of the aforesaid shall hereinafter be referred to individually as a “Party” and collectively as “Parties”.

The following employment contract is concluded:

### 1 COMMENCEMENT OF THE EMPLOYMENT CONTRACT

The employment contract shall commence accordingly.

### 2 PROBATIONARY PERIOD

- 2.1 A probationary period of six (6) months is agreed and shall end on 03.04.2021. An extension of the probationary period may be determined by the Company in its sole and absolute discretion.
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### 3 TYPE AND SCOPE OF THE ROLE

- 3.1 CHANDU Lis employed as a Service Desk Manager.
- 3.2 The Employee shall work exclusively for the Company and shall perform such duties, functions and responsibilities as are customarily associated with such position and as directed by the Company. The Employee will perform his duties with due care, skill and highest professional standards to the satisfaction of the Company’s management. The duties and responsibilities of the Employee are as set out in the job description as attached in ANNEXURE A.
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time vary the position, scope of duties, and responsibilities of the Employee. The Employee may be required to undertake

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different duties or reporting line be changed in order to take into account the changing needs of the Company's business and Employee's role within it.

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- 3.5 Clauses 3.3 and 3.4 shall not affect the remuneration provisions.
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- 8.4 If the Employee repeatedly and, despite warnings, fails to inform the Company of his illness and / or fails to present the Company with a doctor's note, the Company is entitled to terminate the employment contract without adhering to a notice period.

## 9 CONTINUED REMUNERATION WHEN UNABLE TO ATTEND WORK

- 9.1 If the Employee is not able to attend work due to illness, he shall be entitled to a maximum of twelve (12) days per annum of paid sick leave.
- 9.2 Accrued sick leave can't be carried over to the next calendar year.
- 9.3 Paid sick leave may not be used to extend a holiday or vacation and once an employee has given notice to quit. Sick leave will not be paid out upon the termination.

- 9.4 If the Employee has the right to claim damages from a third party regarding loss of earnings which he is entitled to because he is unable to attend work, he hereby assigns this right to the Company if his salary continues to be paid while he is unable to attend work.
- 9.5 In accordance with the agreed regulations above, the Employee shall, in particular, immediately provide the Company with all information necessary to enforce their claim for damages.
- 9.6 The Employee is further advised that the Company is entitled to refuse to continue to pay his remuneration if the Employee has not satisfied his obligations arising from section 8 and 9 of this contract.
- 9.7 The Employee shall not be entitled to payment in lieu of not availed sick leave at any time.

## 10 ANNUAL LEAVE

- 10.1 The Employee shall receive 18 (eighteen) working days of annual/privileged leave with full pay per calendar year. If the employment contract is not in force for a whole year, the Employee shall receive 1/12 of his annual leave entitlement for each completed calendar month.
- 10.2 The Company must approve when annual leave is taken. The Employee must request annual leave in good time. Annual leave must be discussed with the Head of Department and must abide by the valid arrangements regarding absence cover in the respective area. Disrupting normal business operations is to be avoided at all costs.
- 10.3 Annual leave must be taken in the current leave year. The leave year begins on January 01st and ends on December 31st. Carrying annual leave over to the next calendar year is only permitted with the consent of the Company. In the event annual leave is carried over, it must be taken by March 31st of the following year at the latest.

Exceptions to this require special management approval.

- 10.4 Upon termination of the Employment (however occasioned) the Employee shall be paid in lieu of any accrued and not availed annual leave to which the Employee becomes entitled during the Employment. Payment for accrued annual leave shall be calculated on the basis of the rate of the Basic Salary. The Annual term shall be calculated exclusive of public holidays.
- 10.5 The Employee is entitled to 7 days of Public Holidays, which are defined as per Company policy. The Company is entitled to change these Public Holidays due to operational reasons at any time.
- 10.6 The Employee shall be entitled to 2 (two) days paid casual leave per calendar year. This leave is available to use as it is accrued. Accrued leave can't be carried over to the next calendar year.
- 10.7 Any leave is subject to approval by the Company and shall be in accordance with the relevant regulations regarding temporary replacements. Interruption of business operations has to be avoided.

## 11 TERMINATION OF THE EMPLOYMENT CONTRACT

- 11.1 As stated in section 1 this employment contract is for a fixed term until 03.10.2022 and shall end on that date without notice having to be given.
- 11.2 On completion of the probation period, either initial, or extended, as the case may be, the Employment of the Employee with the Company will end as defined under clause 1.
- 11.3 Either party can terminate this Agreement with a written notice of two (2) months or two (2) months' salary in lieu of notice. The official notification becomes valid upon arrival of delivery.

- 11.4 In any case of notice, the Company is entitled to release the Employee from work under deduction of any vacation time remaining due up to the expiration of the period of notice.
- 11.5 The right to terminate the Contract extraordinarily remains unaffected. In particular and without prejudice to the generality of the foregoing provision, the Company shall be entitled to terminate the Contract summarily by written notice and without any payment in lieu of notice (but without prejudice to the rights and remedies of the Company for any breach of this Contract of Employment and to the Employee's continuing obligations) in any of the following events:
- (a) If the Employee commits any serious or wilful or persistent breach or breaches of any express or implied term of this Contract.
  - (b) If the Employee commits any serious or wilful or persistent breach or breaches of any express or implied Company policy.
  - (c) If the Company has good reason to believe that the Employee has committed any criminal offence or been guilty of any dishonesty or serious misconduct whether during the performance of his duties or otherwise.
  - (d) If the Employee's petitions for bankruptcy or has a bankruptcy order made against him or applies to take the benefit of any legislation for the relief of insolvent debtors or if he makes any composition with his creditors.
  - (e) If any information relating to the Employee's suitability for Employment by the Company and provided in the course of applying for Employment is found to be materially false or misleading.
- 11.6 A notice by the Employee may be submitted to the Supervisor/Director / Managing Director of the Company.
- 11.7 It is not permitted to terminate the employment contract giving proper notice before the agreed start date.
- 11.8 Upon cessation of this employment contract or in the event that the Company has granted leave from duty, the Employee must immediately and completely release to the Company all documents, objects and data regarding the affairs of the Company, especially keys, badges, telephones, computers, books, models, and recordings of any type including any duplicates for copies in his possession. The Employee acknowledges that all objects and data are the property of the Company and therefore he has no right to retention. If the Company property is not returned, a fee of INR 3,500.00 (three thousand five hundred) shall be deducted from the salary of the Employee.
- 11.9 The employment contract shall cease automatically without notice of termination upon expiry of the month in which the Employee reaches the age of 65 or when a total loss of working capacity is ascertained.

## 12 CONFIDENTIALTY

- 12.1 The Employee is obligated to keep all confidential matters, in particular business and trade secrets of the Company, and companies and persons affiliated with the Company strictly confidential. This obligation shall also continue to persist after the cessation of the employment contract.
- 12.2 All documents relating to the Company or to companies and persons affiliated with the Company, in particular all notes, specifications for tenders and contracts, records, reports, correspondence and similar documents including any copies thereof, all data carriers/data and all items provided to the Employee shall be handled with care and may only be used for business purposes. Removing these items from the business premises or a reproduction of the data/items is prohibited.



- 12.3 When the employment contract ends or upon commencement of a leave of absence when notice to terminate the employment contract has been given the Employee shall return to the Company unprompted all documents, data carriers and items in his possession which were provided to him during his employment. During the period of the employment contract this is to be done if ordered to do so. This applies correspondingly to non-physical information and materials, such as computer programs and other data, for example. The Employee is not permitted to retain back-ups of these.
- 12.4 The Employee is obligated to keep individual arrangements in or regarding this contract of employment confidential towards third parties. This includes in particular salary and, in case of fixed term contracts, the duration.

### 13 REPORTING CHANGES

Changes to marital status, place of residence and matters which could cause special statutory privileges, e.g. severe disablement and other matters which are important to the Company, shall be reported to the Company immediately.

### 14 CODE OF CONDUCT

- 14.1 The Employee shall strictly adhere to the Company's code of conduct and all the disciplinary rules and regulations as in force from time to time.
- 14.2 The Employee shall refrain from engaging in any illegal or immoral activities within Company premises as well outside which can bring disrepute to the Company.
- 14.3 The Employee shall not use Company's assets and facilities for their private use without prior information and approval from his supervisor. The Employee shall refrain from doing his personal work / private business during the office working hours.
- 14.4 Whilst the Company encourages the use of email and the internet to aid communication and improve efficiency, inappropriate use of these systems can cause serious problems which may involve legal claims against both the Company and individual Employee. In line with the Hemmersbach Group, therefore the Employee agrees to abide by the rules of the Company Policy.

### 15 USE OF EQUIPMENT

The Employee undertakes to comply with the rules of the Company in force from time to time concerning the use of materials, equipment and computer systems of the Company and the Group Companies. The Employee gives his consent to a representative of the Company gaining access to the email of the Employee in case of absence or in order to protect the interest of the Company.

### 16 DATA PROTECTION

Any data arising due to and during the employment will be stored and processed in the headquarters of the Hemmersbach Group, based in Nuremberg, Germany. Both parties shall therefore adhere to the statutory stipulations of the General Data Protection Regulation (GDPR) under European law, while considering the local data protection requirements. The Employee gives his consent to the Company and the Hemmersbach Group of Companies processing and transferring work related data (including data relating to sickness affecting the performance of the Employee) within India and abroad as the case may be for purposes related to the Employment, other administrative purposes or any other purpose related to the collection, storage or transfer of personal data in compliance with applicable Indian law.

## 17 BACKGROUND CHECK

- 17.1 The Employee agrees to provide the Company with an official document issued by the police or a governmental agency (e.g. criminal record / certificate of good conduct) in order to testify any criminal records as part of a background check. This certificate or at least the confirmation of the request should be presented to the Company at the latest on the first working day.
- 17.2 The Employee agrees to undergo further background checks (e.g. advanced security vetting), if these are or will be required for the role.

## 18 WRITTEN FORM AND EXISTENCE OF THE CONTRACT

- 18.1 Ancillary agreements and amendments are only valid, if they are in writing, signed and have approval by decision of the Shareholders' meeting; this also applies to the waiver of this written form requirement.
- 18.2 If one of the provisions of this contract is or becomes invalid, in whole or in part, this shall not affect the validity of the remaining provisions. In such a case the contract shall be executed as the Parties intended. If the validity of a provision of performance or time is affected, it shall be replaced by the provision permitted by law.

## 19 JURISDICTION

The terms of this Agreement shall be construed in accordance with the laws of India and both parties irrevocably submit to the jurisdiction of the Courts of Bangalore to settle any disputes that may arise in connection with this Employment.

## 20 COPIES OF THIS CONTRACT

The Company and the Employee have each received one copy of this contract.

## 21 MISCELLANEOUS

- 21.1 The Employee is not permitted to use the Company's Internet or telephone for private purposes. Likewise sending private emails is prohibited.
- 21.2 Working or driving a company car under the influence of alcohol or drugs is strictly prohibited.
- 21.3 The company shall be informed in writing of the loss of your driving licence including information regarding the duration of and reason for said loss. If a driving licence is required to carry out his role the Company reserves the right to terminate the employment contract without notice.
- 21.4 The Company is entitled to save all use of the email system and the Internet in order to monitor adherence to the above provisions using the saved data for a maximum duration of three months.

The undersigned hereby acknowledge that they have read and fully understand the terms of this Agreement, the terms and conditions of which are hereby incorporated and acknowledged by this document.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first below written.

Date: 02.09.2021

Date: 02.09.2022



---

Mr. Kunal Verma  
Country Manager, India  
Hemmersbach India Private Limited

Enclosure:

☐ Annexure A: Job Description

Annexure A

## JOB DESCRIPTION

Position: Service Desk Manager  
Job Family: Admin-Operations  
Reports to: Teamlead-Operations, Manager, Country Manager

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The employee is expected to perform his / her duties as outlined here. The continuity of this contract is dependent upon the fulfillments of the job responsibilities expressed therein. In some circumstances the employee may also be required to perform tasks other than those stated here and is expected to do so with the utmost diligence and professionalism. This shall not affect the remuneration provisions.

For project requirements, the employee might be required to work on project shift duty based on project need. Job

Purpose:

To undertake all administrative tasks and activities in a professional and timely manner and in accordance with all internal process requirements. To adhere to the Hemmersbach Service Delivery Code (SDC) and all other Hemmersbach standards in the corresponding field of service or customer account. To break the company's annual BIG THREE goals down into realizable tasks, which are incorporated into the daily routine Responsibilities and Accountabilities:

- Proactively manage their areas of responsibility, in particular ensuring that Hemmersbach delivers a high level of internal and external customer satisfaction, which also meets the business goals.
- Ensure all work is delivered consistently and in accordance with lead measures and Key Performance Indicators (KPIs).
- Work on day-to-day activities, such as responding to tickets and implementing processes in order to help things run smoothly.
- Communicate with all levels of Hemmersbach Management, which includes producing reports to a high standard in a timely manner with accurate data.
- Proactively improve personal skills to achieve better performance and to improve the quality of daily business.

#### Review of this Job Description

This job description is an indicator of general areas of activity and will be amended in light of the changing needs of the organisation. Additionally, the skill development of every employee in this position will be determined once a year via the categorization and feedback procedure.

I, hereby accept and agree the terms and conditions of employment set out in this Job Description.

02.09.2021

Date: \_\_\_\_\_

**SYED NOUMAN**

Dear **SYED NOUMAN**

On behalf of CAI Info India Private Ltd., I would like to reconfirm our verbal offer of employment as a "**Jr. Software Engineer**" for an annual CTC of Rs. 3,00,000.00 (Rupees three lakhs thirty thousand) beginning on your anticipated start date, Monday, February 05, 2024. This will be paid to you monthly at the end of each month in increments of Rs. 25,000.00 (gross monthly CTC).

Special Clauses:

- During the period of your employment, the Company may at any time assign or transfer you to any location in the world where the Company/its clients has its establishment. In such an event, you shall be entitled to allowances in accordance with the policies of the Company.
- If you do not have an existing account with ICICI Bank, you will be required to establish one within 2 weeks of your first pay.
- You shall be considered for the next financial review in 2025.

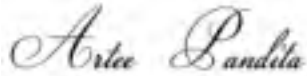
You are required to bring the following documents at the time of reporting for employment: -

- Last updated resume
- Latest passport size photograph
- A copy of Educational Certificates for all years of education and mark cards -
- Copy of passport
- Form 16

Please sign the bottom portion of this letter indicating your acceptance of this position and return the same immediately. You will be issued an appointment letter upon your acceptance of this offer letter.

Thank You and Welcome.

Yours Truly, Accepted By:



**Artee Pandita** \_\_\_\_\_  
**Director-Human Resources**

Divyasree Towers, Floor 5, Guruppanapalya  
Bannerghatta Main Road, Bangalore-560029  
[www.cai.io](http://www.cai.io) [inquire@cai.io](mailto:inquire@cai.io)

Detailed CTC Breakdown:

| Description       | Monthly              | Yearly                 |
|-------------------|----------------------|------------------------|
| Basic             | INR 13,750.00        | INR 1,65,000.00        |
| HRA               | INR 5,500.00         | INR 66,000.00          |
| Conveyance        | INR 300.00           | INR 3,600.00           |
| Medical Allowance | INR 700.00           | INR 8,400.00           |
| Statutory Bonus   | INR 2,500.00         | INR 30,000.00          |
| Provident Fund    | INR 3,300.00         | INR 39,600.00          |
| Gratuity          | INR 661.38           | INR 7,936.50           |
| Special Allowance | INR 788.63           | INR 9,463.50           |
| <b>Total</b>      | <b>INR 25,000.00</b> | <b>INR 3,00,000.00</b> |

Accepted By:

---

Divyasree Towers, Floor 5, Guruppanapalya  
Bannerghatta Main Road, Bangalore-560029  
[www.cai.io](http://www.cai.io) [inquire@cai.io](mailto:inquire@cai.io)

**CAI Info India Private Limited**

080 -45340400

## EMPLOYMENT CONTRACT

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No.40-J, WACIA Road, Mahadevapura post, Bangalore - 560048 a  
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and

- SYED SAQLAIN

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- 9.4 If the Employee has the right to claim damages from a third party regarding loss of earnings which he is entitled to because he is unable to attend work, he hereby assigns this right to the Company if his salary continues to be paid while he is unable to attend work.
- 9.5 In accordance with the agreed regulations above, the Employee shall, in particular, immediately provide the Company with all information necessary to enforce their claim for damages.
- 9.6 The Employee is further advised that the Company is entitled to refuse to continue to pay his remuneration if the Employee has not satisfied his obligations arising from section 8 and 9 of this contract.
- 9.7 The Employee shall not be entitled to payment in lieu of not availed sick leave at any time.

## 10 ANNUAL LEAVE

- 10.1 The Employee shall receive 18 (eighteen) working days of annual/privileged leave with full pay per calendar year. If the employment contract is not in force for a whole year, the Employee shall receive 1/12 of his annual leave entitlement for each completed calendar month.
- 10.2 The Company must approve when annual leave is taken. The Employee must request annual leave in good time. Annual leave must be discussed with the Head of Department and must abide by the valid arrangements regarding absence cover in the respective area. Disrupting normal business operations is to be avoided at all costs.
- 10.3 Annual leave must be taken in the current leave year. The leave year begins on January 01st and ends on December 31st. Carrying annual leave over to the next calendar year is only permitted with the consent of the Company. In the event annual leave is carried over, it must be taken by March 31st of the following year at the latest.

Exceptions to this require special management approval.

- 10.4 Upon termination of the Employment (however occasioned) the Employee shall be paid in lieu of any accrued and not availed annual leave to which the Employee becomes entitled during the Employment. Payment for accrued annual leave shall be calculated on the basis of the rate of the Basic Salary. The Annual term shall be calculated exclusive of public holidays.
- 10.5 The Employee is entitled to 7 days of Public Holidays, which are defined as per Company policy. The Company is entitled to change these Public Holidays due to operational reasons at any time.
- 10.6 The Employee shall be entitled to 2 (two) days paid casual leave per calendar year. This leave is available to use as it is accrued. Accrued leave can't be carried over to the next calendar year.
- 10.7 Any leave is subject to approval by the Company and shall be in accordance with the relevant regulations regarding temporary replacements. Interruption of business operations has to be avoided.

## 11 TERMINATION OF THE EMPLOYMENT CONTRACT

- 11.1 As stated in section 1 this employment contract is for a fixed term until 03.10.2022 and shall end on that date without notice having to be given.
- 11.2 On completion of the probation period, either initial, or extended, as the case may be, the Employment of the Employee with the Company will end as defined under clause 1.
- 11.3 Either party can terminate this Agreement with a written notice of two (2) months or two (2) months' salary in lieu of notice. The official notification becomes valid upon arrival of delivery.

- 11.4 In any case of notice, the Company is entitled to release the Employee from work under deduction of any vacation time remaining due up to the expiration of the period of notice.
- 11.5 The right to terminate the Contract extraordinarily remains unaffected. In particular and without prejudice to the generality of the foregoing provision, the Company shall be entitled to terminate the Contract summarily by written notice and without any payment in lieu of notice (but without prejudice to the rights and remedies of the Company for any breach of this Contract of Employment and to the Employee's continuing obligations) in any of the following events:
- (a) If the Employee commits any serious or wilful or persistent breach or breaches of any express or implied term of this Contract.
  - (b) If the Employee commits any serious or wilful or persistent breach or breaches of any express or implied Company policy.
  - (c) If the Company has good reason to believe that the Employee has committed any criminal offence or been guilty of any dishonesty or serious misconduct whether during the performance of his duties or otherwise.
  - (d) If the Employee's petitions for bankruptcy or has a bankruptcy order made against him or applies to take the benefit of any legislation for the relief of insolvent debtors or if he makes any composition with his creditors.
  - (e) If any information relating to the Employee's suitability for Employment by the Company and provided in the course of applying for Employment is found to be materially false or misleading.
- 11.6 A notice by the Employee may be submitted to the Supervisor/Director / Managing Director of the Company.
- 11.7 It is not permitted to terminate the employment contract giving proper notice before the agreed start date.
- 11.8 Upon cessation of this employment contract or in the event that the Company has granted leave from duty, the Employee must immediately and completely release to the Company all documents, objects and data regarding the affairs of the Company, especially keys, badges, telephones, computers, books, models, and recordings of any type including any duplicates for copies in his possession. The Employee acknowledges that all objects and data are the property of the Company and therefore he has no right to retention. If the Company property is not returned, a fee of INR 3,500.00 (three thousand five hundred) shall be deducted from the salary of the Employee.
- 11.9 The employment contract shall cease automatically without notice of termination upon expiry of the month in which the Employee reaches the age of 65 or when a total loss of working capacity is ascertained.

## 12 CONFIDENTIALTY

- 12.1 The Employee is obligated to keep all confidential matters, in particular business and trade secrets of the Company, and companies and persons affiliated with the Company strictly confidential. This obligation shall also continue to persist after the cessation of the employment contract.
- 12.2 All documents relating to the Company or to companies and persons affiliated with the Company, in particular all notes, specifications for tenders and contracts, records, reports, correspondence and similar documents including any copies thereof, all data carriers/data and all items provided to the Employee shall be handled with care and may only be used for business purposes. Removing these items from the business premises or a reproduction of the data/items is prohibited.

- 12.3 When the employment contract ends or upon commencement of a leave of absence when notice to terminate the employment contract has been given the Employee shall return to the Company unprompted all documents, data carriers and items in his possession which were provided to him during his employment. During the period of the employment contract this is to be done if ordered to do so. This applies correspondingly to non-physical information and materials, such as computer programs and other data, for example. The Employee is not permitted to retain back-ups of these.
- 12.4 The Employee is obligated to keep individual arrangements in or regarding this contract of employment confidential towards third parties. This includes in particular salary and, in case of fixed term contracts, the duration.

### 13 REPORTING CHANGES

Changes to marital status, place of residence and matters which could cause special statutory privileges, e.g. severe disablement and other matters which are important to the Company, shall be reported to the Company immediately.

### 14 CODE OF CONDUCT

- 14.1 The Employee shall strictly adhere to the Company's code of conduct and all the disciplinary rules and regulations as in force from time to time.
- 14.2 The Employee shall refrain from engaging in any illegal or immoral activities within Company premises as well outside which can bring disrepute to the Company.
- 14.3 The Employee shall not use Company's assets and facilities for their private use without prior information and approval from his supervisor. The Employee shall refrain from doing his personal work / private business during the office working hours.
- 14.4 Whilst the Company encourages the use of email and the internet to aid communication and improve efficiency, inappropriate use of these systems can cause serious problems which may involve legal claims against both the Company and individual Employee. In line with the Hemmersbach Group, therefore the Employee agrees to abide by the rules of the Company Policy.

### 15 USE OF EQUIPMENT

The Employee undertakes to comply with the rules of the Company in force from time to time concerning the use of materials, equipment and computer systems of the Company and the Group Companies. The Employee gives his consent to a representative of the Company gaining access to the email of the Employee in case of absence or in order to protect the interest of the Company.

### 16 DATA PROTECTION

Any data arising due to and during the employment will be stored and processed in the headquarters of the Hemmersbach Group, based in Nuremberg, Germany. Both parties shall therefore adhere to the statutory stipulations of the General Data Protection Regulation (GDPR) under European law, while considering the local data protection requirements. The Employee gives his consent to the Company and the Hemmersbach Group of Companies processing and transferring work related data (including data relating to sickness affecting the performance of the Employee) within India and abroad as the case may be for purposes related to the Employment, other administrative purposes or any other purpose related to the collection, storage or transfer of personal data in compliance with applicable Indian law.

## 17 BACKGROUND CHECK

- 17.1 The Employee agrees to provide the Company with an official document issued by the police or a governmental agency (e.g. criminal record / certificate of good conduct) in order to testify any criminal records as part of a background check. This certificate or at least the confirmation of the request should be presented to the Company at the latest on the first working day.
- 17.2 The Employee agrees to undergo further background checks (e.g. advanced security vetting), if these are or will be required for the role.

## 18 WRITTEN FORM AND EXISTENCE OF THE CONTRACT

- 18.1 Ancillary agreements and amendments are only valid, if they are in writing, signed and have approval by decision of the Shareholders' meeting; this also applies to the waiver of this written form requirement.
- 18.2 If one of the provisions of this contract is or becomes invalid, in whole or in part, this shall not affect the validity of the remaining provisions. In such a case the contract shall be executed as the Parties intended. If the validity of a provision of performance or time is affected, it shall be replaced by the provision permitted by law.

## 19 JURISDICTION

The terms of this Agreement shall be construed in accordance with the laws of India and both parties irrevocably submit to the jurisdiction of the Courts of Bangalore to settle any disputes that may arise in connection with this Employment.

## 20 COPIES OF THIS CONTRACT

The Company and the Employee have each received one copy of this contract.

## 21 MISCELLANEOUS

- 21.1 The Employee is not permitted to use the Company's Internet or telephone for private purposes. Likewise sending private emails is prohibited.
- 21.2 Working or driving a company car under the influence of alcohol or drugs is strictly prohibited.
- 21.3 The company shall be informed in writing of the loss of your driving licence including information regarding the duration of and reason for said loss. If a driving licence is required to carry out his role the Company reserves the right to terminate the employment contract without notice.
- 21.4 The Company is entitled to save all use of the email system and the Internet in order to monitor adherence to the above provisions using the saved data for a maximum duration of three months.



The undersigned hereby acknowledge that they have read and fully understand the terms of this Agreement, the terms and conditions of which are hereby incorporated and acknowledged by this document.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first below written.

Date: 02.09.2021

Date: 02.09.2022



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Mr. Kunal Verma  
Country Manager, India  
Hemmersbach India Private Limited

Enclosure:

☐ Annexure A: Job Description

Annexure A

## JOB DESCRIPTION

Position: Service Desk Manager  
Job Family: Admin-Operations  
Reports to: Teamlead-Operations, Manager, Country Manager

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The employee is expected to perform his / her duties as outlined here. The continuity of this contract is dependent upon the fulfillments of the job responsibilities expressed therein. In some circumstances the employee may also be required to perform tasks other than those stated here and is expected to do so with the utmost diligence and professionalism. This shall not affect the remuneration provisions.

For project requirements, the employee might be required to work on project shift duty based on project need. Job

Purpose:

To undertake all administrative tasks and activities in a professional and timely manner and in accordance with all internal process requirements. To adhere to the Hemmersbach Service Delivery Code (SDC) and all other Hemmersbach standards in the corresponding field of service or customer account. To break the company's annual BIG THREE goals down into realizable tasks, which are incorporated into the daily routine Responsibilities and Accountabilities:

- ☐ Proactively manage their areas of responsibility, in particular ensuring that Hemmersbach delivers a high level of internal and external customer satisfaction, which also meets the business goals.
- ☐ Ensure all work is delivered consistently and in accordance with lead measures and Key Performance Indicators (KPIs).
- ☐ Work on day-to-day activities, such as responding to tickets and implementing processes in order to help things run smoothly.
- ☐ Communicate with all levels of Hemmersbach Management, which includes producing reports to a high standard in a timely manner with accurate data.
- ☐ Proactively improve personal skills to achieve better performance and to improve the quality of daily business.

#### Review of this Job Description

This job description is an indicator of general areas of activity and will be amended in light of the changing needs of the organisation. Additionally, the skill development of every employee in this position will be determined once a year via the categorization and feedback procedure.

I, hereby accept and agree the terms and conditions of employment set out in this Job Description.

02.09.2021

Date: \_\_\_\_\_



## OFFER LETTER

Dear T H V ADITYA,

Subsequent to your meetings with Go Digit General Insurance Limited, we are pleased to make an offer of employment on the following terms and conditions:

- 1.1 You shall be appointed to the position of **Graduate Trainee Engineer – Analytics and Data Science**.
- 1.2 As an employee of the Organisation, your Gross Annual Compensation (Cost to Company) will be **Rs. 450000/-** (Rupees Four Lac Fifty Thousand Only).
- 1.3 Your Gross Annual Compensation will include a performance-linked variable of **11.00%** subject to achievement of pre-defined targets.
- 1.4 All terms and conditions of your employment, including the code of conduct, will be in accordance with the Company's policies and procedures and the Employment Agreement.
- 1.5 The Trainee Program will be for a period of **1 year** from your date of joining.
- 1.6 Your employment will also be dependent upon completion of your Graduation / Post Graduation as per the training programme.
- 1.7 Your employment with the Company is subject to:
  - (a) The accuracy of the testimonials and information provided by you; and,
  - (b) You being free from any contractual restrictions preventing you from accepting this offer and will return receipt of acceptance of this offer within 5 workings days.
- 1.8 At any time, the contract may be terminated by either party by giving 90 days' notice in writing. Go Digit General Insurance reserves the right to payment of salary in lieu of the notice period.
- 1.9 We are glad that you have accepted our offer. In order to confirm your joining, you would be required to submit a proof of your resignation from your current company



BACKED BY FAIRFAX

within 7 days of receipt of this offer letter. In case of failure to submit the same within the stipulated time period, the company reserves a right to withdraw this offer.

On the day of your joining kindly bring photocopies of your certificates (all education qualifications, address proof, Pan card copy, ID proof, all previous employers' certificates, Form 16, Last employer's salary slip of last 3 months, relieving Letter from last employer), along with four passport size photographs.

This offer is being issued subject to successful verification of all your documents submitted. As a token of your acceptance of our offer and the terms of this letter, please sign in the space provided below and return the same to us. We are excited at the prospect of having you join us and look forward to a rewarding association.

**Annexure A**  
**Compensation Entitlement Sheet**

|                               | Monthly       | Annual         |
|-------------------------------|---------------|----------------|
| Basic Salary                  | 11,667        | 140,000        |
| HRA                           | 4,667         | 56,000         |
| Education Allowance           | 200           | 2,400          |
| LTA                           | 972           | 11,662         |
| Statutory Bonus               | 972           | 11,662         |
| Special Allowance             | 12,495        | 149,942        |
| <b>Gross Salary</b>           | <b>30,972</b> | <b>371,666</b> |
| <u>Employer Contributions</u> |               |                |
| EPF                           | 1,800         | 21,600         |
| ESI                           | 0             | 0              |
| Gratuity                      | 561           | 6,734          |
| <b>Fixed Compensation</b>     | <b>33,333</b> | <b>400,000</b> |
| <b>Variable Pay</b>           |               | <b>50000</b>   |
|                               |               |                |
| <b>Annual Cost to Company</b> |               | <b>450,000</b> |

**Deductions:**

|                |               |               |
|----------------|---------------|---------------|
| EPF            | 1,800         | 21,600        |
| ESIC           | 0             | 0             |
| PT Deduction   | 200           | 2,500         |
| <b>Net Pay</b> | <b>28,972</b> | <b>450000</b> |

\*TDS deduction is subject to taxable income.

\*\*If your Annual Compensation includes a performance-linked variable then the payment will be subject to achievement of predefined targets. Variable pay shall be paid depending upon the performance of the employee and as per the company policies. Employee who has resigned or is serving his/her notice period, as on the date of payment, will not be eligible for payment of variable pay.

\*\*\* Eligibility for increment shall be depending upon the performance of the employee and as per company policies. Employee who has resigned or is serving his/her notice period will not be eligible for increment.

Sincerely,

**For Go Digit General Insurance Limited**



**Amrit Jaidka Arora**  
**CHRO**

**Vibhanshu Patel**



**T VARSHINI**

Dear **T VARSHINI**

On behalf of CAI Info India Private Ltd., I would like to reconfirm our verbal offer of employment as a **"Jr. Software Engineer"** for an annual CTC of Rs. 3,00,000.00 (Rupees three lakhs thirty thousand) beginning on your anticipated start date, Monday, February 05, 2024. This will be paid to you monthly at the end of each month in increments of Rs. 25,000.00 (gross monthly CTC).

Special Clauses:

- During the period of your employment, the Company may at any time assign or transfer you to any location in the world where the Company/its clients has its establishment. In such an event, you shall be entitled to allowances in accordance with the policies of the Company.
- If you do not have an existing account with ICICI Bank, you will be required to establish one within 2 weeks of your first pay.
- You shall be considered for the next financial review in 2025.

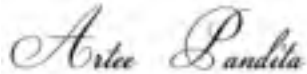
You are required to bring the following documents at the time of reporting for employment: -

- Last updated resume
- Latest passport size photograph
- A copy of Educational Certificates for all years of education and mark cards -
- Copy of passport
- Form 16

Please sign the bottom portion of this letter indicating your acceptance of this position and return the same immediately. You will be issued an appointment letter upon your acceptance of this offer letter.

Thank You and Welcome.

Yours Truly, Accepted By:



**Artee Pandita** \_\_\_\_\_  
**Director-Human Resources**

Divyasree Towers, Floor 5, Guruppanapalya  
Bannerghatta Main Road, Bangalore-560029  
[www.cai.io](http://www.cai.io) [inquire@cai.io](mailto:inquire@cai.io)

Detailed CTC Breakdown:

| Description       | Monthly              | Yearly                 |
|-------------------|----------------------|------------------------|
| Basic             | INR 13,750.00        | INR 1,65,000.00        |
| HRA               | INR 5,500.00         | INR 66,000.00          |
| Conveyance        | INR 300.00           | INR 3,600.00           |
| Medical Allowance | INR 700.00           | INR 8,400.00           |
| Statutory Bonus   | INR 2,500.00         | INR 30,000.00          |
| Provident Fund    | INR 3,300.00         | INR 39,600.00          |
| Gratuity          | INR 661.38           | INR 7,936.50           |
| Special Allowance | INR 788.63           | INR 9,463.50           |
| <b>Total</b>      | <b>INR 25,000.00</b> | <b>INR 3,00,000.00</b> |

Accepted By:

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Divyasree Towers, Floor 5, Guruppanapalya  
Bannerghatta Main Road, Bangalore-560029  
[www.cai.io](http://www.cai.io) [inquire@cai.io](mailto:inquire@cai.io)

**CAI Info India Private Limited**

080 -45340400



**Offer: Computer Consultancy**

**Ref:**

**TCSL/DT202120218279509/Bangalore**

**Date: 26/11/2021**

Dear Abdur Rahman,

**Sub: Letter of Offer**

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade **Y**. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be **`375000/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year. Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &

**TCS Confidential**

**1**

**TATA CONSULTANCY SERVICES**

VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore 560 066 India

Tel: 91 80 6724 7000 Fax: 91 80 2841 0114 Website: [www.tcs.com](http://www.tcs.com)

Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021

TCS Careers Serviceline: 1800 209 3111 Email: [careers@tcs.com](mailto:careers@tcs.com)





Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

## **COMPENSATION AND BENEFITS**

### **BASIC SALARY**

You will be eligible for a basic salary of `14,784/- per month.

### **BOUQUET OF BENEFITS (BoB)**

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

#### **1. House Rent Allowance (HRA)**

Your HRA will be `5,914/- per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

#### **2. Leave Travel Allowance**

You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

#### **3. Food Card**

You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias. As per the Pre-Defined structure you will be eligible for a Food Card with an amount of `500/- being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.



## **PERFORMANCE PAY**

### **Monthly Performance Pay**

You will receive a monthly performance pay of `1,700/-. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

### **Quarterly Variable Allowance**

Your variable allowance will be `600/- per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

## **CITY ALLOWANCE**

You will be eligible for a City Allowance of `200/- per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

## **XPLORE/ LEARNING INCENTIVES**

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

## **OTHER BENEFITS**

### **Health Insurance Scheme**

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:



## **1. Basic Cover**

i. Entitlement - Includes domiciliary expenses up to `6,000/- per insured person per annum and basic hospitalization expenses up to `2,00,000/- per insured person per annum.

ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

## **2. Higher Hospitalisation**

Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

i. Entitlement - You and your enrolled dependants will be entitled for `12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

## **Maternity Leave**

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother, may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

## **Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)**

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of `250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

## **Loans**

You will be eligible for loans, as per TCSL's loan policy.

## **Professional Memberships**

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.



## **RETIRALS**

### **Provident Fund**

You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

### **Gratuity**

You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

## **TERMS AND CONDITIONS**

### **1. Aggregate Percentage Requirements**

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

### **2. Pre requisites for Joining**

To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.



### **3. Training Period**

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

### **4. Working Hours**

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

### **5. Mobility**

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

### **6. Compensation Structure / Salary components**

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

### **7. Increments and Promotions**

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

### **8. Alternative Occupation / Employment**

Either during the period of your traineeship or during the period of your employment as a





confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

## **9. Confidentiality Agreement**

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

## **10. Service Agreement**

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL `50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

## **11. Work in SBWS mode**

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.

## **12. Overseas International Assignment Agreement**

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related



documents pertaining to the international assignment for which you are being placed. In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

### **13. Terms and Conditions**

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

### **14. TATA Code of Conduct**

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

### **15. Notice Period**

Upon your confirmation, this contract of employment is terminable by you by giving 90 days notice in writing to TCSL. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion.

Upon your confirmation, this contract of employment may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

It is understood, agreed and made abundantly clear herein that you shall have to necessarily work during the notice period given by TCSL under this clause, unless you are otherwise relieved by TCSL by giving you payment in lieu of notice.

Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by it at its own discretion having regard to the responsibilities shouldered by you while being in the employment of TCS.

### **16. Retirement**

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

### **17. Pre-employment Medical Certificate**

You are required to submit a Medical Certificate of Fitness (in the format prescribed by



TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

### 18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

### 19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining. If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

### 20. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)





- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :

\*There is no criminal offence registered/pending against you

\*There is no disciplinary case pending against you in the university

- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

\*PAN Card (Permanent Account Number)

\*Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)

\*Passport

\*NSR E-Card

## **21. TCS Xperience Program**

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

## **22. Letter of Appointment**

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

## **23. Rules and Regulations of the Company**

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from



time to time. The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

#### **24. Compliance to all clauses**

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

#### **25. Data Privacy Clause:**

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of overseas deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

**Withdrawal of Offer**

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

**For TATA Consultancy Services Limited**

**Girish V. Nandimath**  
**Global Head Talent Acquisition & AIP**



[Click here](#) or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary  
Annexure 2: List of TCS Xplore Centres  
Annexure 3: Confidentiality and IP Terms



## GROSS SALARY SHEET

Annexure 1

|                       |                                          |
|-----------------------|------------------------------------------|
| <b>Name</b>           | <b>Abdur Rahman</b>                      |
| <b>Designation</b>    | <b>Assistant System Engineer-Trainee</b> |
| <b>Institute Name</b> | <b>Others</b>                            |

Table 1: Compensation Details (All Components in INR)

| <b>Component Category</b>             | <b>Monthly</b> | <b>Annual</b>      |
|---------------------------------------|----------------|--------------------|
| <b>1) Fixed Compensation</b>          |                |                    |
| Basic Salary                          | 14,784         | 1,77,408           |
| Bouquet Of Benefits #                 | 7,646          | 91,752             |
| <b>2) Performance Pay**</b>           |                |                    |
| Monthly Performance Pay               | 1,700          | 20,400             |
| Quarterly Variable Allowance*         | 600            | 7,200              |
| <b>3) City Allowance</b>              | 200            | 2,400              |
| <b>4) Annual Components/Retirals</b>  |                |                    |
| Health Insurance***                   | NA             | 7,900              |
| Provident Fund                        | 1,774          | 21,289             |
| Gratuity                              | 711            | 8,533              |
| Total of Annual Components & Retirals | 2,485          | 37,722             |
| <b>TOTAL GROSS</b>                    | <b>27,415</b>  | <b>375000</b>      |
| <b>Xplore/ Learning Incentive****</b> |                | <b>Upto 60,000</b> |

# Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

\* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

\*\*The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

\*\*\* For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

\*\*\*\* Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

| <b>Component Category</b>        | <b>Monthly</b> | <b>Annual</b> |
|----------------------------------|----------------|---------------|
| House Rent Allowance             | 5,914          | 70,968        |
| Leave Travel Assistance          | 1,232          | 14,784        |
| Food Card                        | 500            | 6,000         |
| <b>GROSS BOUQUET OF BENEFITS</b> | <b>7,646</b>   | <b>91,752</b> |





## Annexure

|                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                       |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Ahmedabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Garima Park, IT/ITES SEZ, Plot # 41,<br>Gandhinagar - 382007                                                                                                                                                                                 | <b>Bangalore</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Gate 1, No 42, Think campus, Electronic City phase II,<br>Bangalore - 560100, Karnataka                                                                                           |
| <b>BUBANESHWAR</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Training Lab Venue: Barabati, IRC Block, Ground Floor,<br>Tata Consultancy Services Limited, (UNIT-II) - BARBATI<br>SEZ, IT/ITES - SPECIAL ECONOMIC ZONE (SEZ), PLOT NO.<br>35, CHANDAKA INDUSTRIAL ESTATE, PATIA,<br>Bhubaneswar - 751024 | <b>Chennai</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>415/21-24, Kumaran Nagar, Old Mahabalipuram Rd,<br>TNHB, Sholinganallur, Chennai, Tamil Nadu 600119                                                                                 |
| <b>DELHI – Gurgaon</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Block C, Kings Canyon, ASF Insignia, Gurgaon -<br>Faridabad Road, Gawal Pahari, Gurgaon - 122003,<br>Haryana                                                                                                                           | <b>DELHI – Noida</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. A-44 & A-45, Ground, 1st to 5th Floor & 10th<br>floor, Galaxy Business Park, Block - C & D, Sector - 62,<br>Noida - 201 309, UP                                      |
| <b>Guwahati</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>5th Floor, NEDFi House, G.S. Road, Dispur, Guwahati -<br>781006, Assam                                                                                                                                                                        | <b>Hyderabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Q City, Nanakramguda, Hyderabad                                                                                                                                                   |
| <b>INDORE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor,<br>Village Tigariya Badshah & Bada Bangarda, Tehsil<br>Hatod, Indore - 452018,<br>Madhya Pradesh                                                                                           | <b>KOLKATA</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Ecospace 1B building, 2nd Floor, Plot - IIF/12, New<br>Town, Rajarhat, Kolkata - 700160, West Bengal OR<br>Auditorium, 2nd Floor, Wanderers Building, Delta Park -<br>Lords |
| <b>KOCHI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>TCS centre, Infopark Road Infopark Campus, Infopark,<br>Kakkanad, Kerala 682042                                                                                                                                                                  | <b>MUMBAI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Yantra Park, Pokharan Road Number 2, TCS Approach<br>Rd, Thane, West, Thane, Maharashtra 400606                                                                                      |
| <b>NAGPUR</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,                                                                                                                                                                                         | <b>PUNE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park,<br>Hinjewadi Phase III, Pune - 411057, Maharashtra                                                                               |
| <b>Trivandrum</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Peepul Park, Technopark Campus, Kariyavattom P.O,<br>Trivandrum - 695581, India                                                                                                                                                             |                                                                                                                                                                                                                                                       |



## Annexure

### Confidentiality and IP Terms and Conditions

#### 1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.



## **2. Associate's Obligations**

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

## **3. Intellectual Property Rights**

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filing or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.



#### **4. Prior knowledge**

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

#### **5. Use of third party material**

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

#### **6. Security policies and Guidelines.**

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

#### **7. Working in SBWS Framework:**

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.





(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

## **8. Restriction on Associate's Rights**

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

## **9. No License**

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.



## 10. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

## 11. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay or omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.



(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.



**Offer: Computer Consultancy**

**Ref:**

**TCSL/DT202120218279501/Bangalore**

**Date: 26/11/2021**

Dear Akhil Gadoge,

**Sub: Letter of Offer**

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade **Y**. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be **`375000/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year. Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &

**TCS Confidential**

**1**

**TATA CONSULTANCY SERVICES**

VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore 560 066 India

Tel: 91 80 6724 7000 Fax: 91 80 2841 0114 Website: [www.tcs.com](http://www.tcs.com)

Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021

TCS Careers Serviceline: 1800 209 3111 Email: [careers@tcs.com](mailto:careers@tcs.com)



Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

## **COMPENSATION AND BENEFITS**

### **BASIC SALARY**

You will be eligible for a basic salary of `14,784/- per month.

### **BOUQUET OF BENEFITS (BoB)**

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

#### **1. House Rent Allowance (HRA)**

Your HRA will be `5,914/- per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

#### **2. Leave Travel Allowance**

You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

#### **3. Food Card**

You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias. As per the Pre-Defined structure you will be eligible for a Food Card with an amount of `500/- being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.



## **PERFORMANCE PAY**

### **Monthly Performance Pay**

You will receive a monthly performance pay of `1,700/-. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

### **Quarterly Variable Allowance**

Your variable allowance will be `600/- per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

## **CITY ALLOWANCE**

You will be eligible for a City Allowance of `200/- per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

## **XPLORE/ LEARNING INCENTIVES**

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

## **OTHER BENEFITS**

### **Health Insurance Scheme**

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:





## **1. Basic Cover**

i. Entitlement - Includes domiciliary expenses up to `6,000/- per insured person per annum and basic hospitalization expenses up to `2,00,000/- per insured person per annum.

ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

## **2. Higher Hospitalisation**

Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

i. Entitlement - You and your enrolled dependants will be entitled for `12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

## **Maternity Leave**

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother, may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

## **Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)**

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of `250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

## **Loans**

You will be eligible for loans, as per TCSL's loan policy.

## **Professional Memberships**

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.



## **RETIRALS**

### **Provident Fund**

You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

### **Gratuity**

You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

## **TERMS AND CONDITIONS**

### **1. Aggregate Percentage Requirements**

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

### **2. Pre requisites for Joining**

To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.





### **3. Training Period**

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

### **4. Working Hours**

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

### **5. Mobility**

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

### **6. Compensation Structure / Salary components**

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

### **7. Increments and Promotions**

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

### **8. Alternative Occupation / Employment**

Either during the period of your traineeship or during the period of your employment as a



confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

## **9. Confidentiality Agreement**

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

## **10. Service Agreement**

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL `50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

## **11. Work in SBWS mode**

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.

## **12. Overseas International Assignment Agreement**

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related



documents pertaining to the international assignment for which you are being placed. In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

### **13. Terms and Conditions**

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

### **14. TATA Code of Conduct**

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

### **15. Notice Period**

Upon your confirmation, this contract of employment is terminable by you by giving 90 days notice in writing to TCSL. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion.

Upon your confirmation, this contract of employment may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

It is understood, agreed and made abundantly clear herein that you shall have to necessarily work during the notice period given by TCSL under this clause, unless you are otherwise relieved by TCSL by giving you payment in lieu of notice.

Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by it at its own discretion having regard to the responsibilities shouldered by you while being in the employment of TCS.

### **16. Retirement**

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

### **17. Pre-employment Medical Certificate**

You are required to submit a Medical Certificate of Fitness (in the format prescribed by



TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

### 18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

### 19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining. If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

### 20. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)



- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :

\*There is no criminal offence registered/pending against you

\*There is no disciplinary case pending against you in the university

- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

\*PAN Card (Permanent Account Number)

\*Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)

\*Passport

\*NSR E-Card

## **21. TCS Xperience Program**

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

## **22. Letter of Appointment**

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

## **23. Rules and Regulations of the Company**

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from





time to time. The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

#### **24. Compliance to all clauses**

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

#### **25. Data Privacy Clause:**

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of overseas deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

**Withdrawal of Offer**

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

**For TATA Consultancy Services Limited**

**Girish V. Nandimath**  
**Global Head Talent Acquisition & AIP**



[Click here](#) or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary  
Annexure 2: List of TCS Xplore Centres  
Annexure 3: Confidentiality and IP Terms



## GROSS SALARY SHEET

Annexure 1

|                       |                                          |
|-----------------------|------------------------------------------|
| <b>Name</b>           | <b>Akhil Gadoge</b>                      |
| <b>Designation</b>    | <b>Assistant System Engineer-Trainee</b> |
| <b>Institute Name</b> | <b>Others</b>                            |

Table 1: Compensation Details (All Components in INR)

| <b>Component Category</b>             | <b>Monthly</b> | <b>Annual</b>      |
|---------------------------------------|----------------|--------------------|
| <b>1) Fixed Compensation</b>          |                |                    |
| Basic Salary                          | 14,784         | 1,77,408           |
| Bouquet Of Benefits #                 | 7,646          | 91,752             |
| <b>2) Performance Pay**</b>           |                |                    |
| Monthly Performance Pay               | 1,700          | 20,400             |
| Quarterly Variable Allowance*         | 600            | 7,200              |
| <b>3) City Allowance</b>              | 200            | 2,400              |
| <b>4) Annual Components/Retirals</b>  |                |                    |
| Health Insurance***                   | NA             | 7,900              |
| Provident Fund                        | 1,774          | 21,289             |
| Gratuity                              | 711            | 8,533              |
| Total of Annual Components & Retirals | 2,485          | 37,722             |
| <b>TOTAL GROSS</b>                    | <b>27,415</b>  | <b>375000</b>      |
| <b>Xplore/ Learning Incentive****</b> |                | <b>Upto 60,000</b> |

# Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

\* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

\*\*The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

\*\*\* For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

\*\*\*\* Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

| <b>Component Category</b>        | <b>Monthly</b> | <b>Annual</b> |
|----------------------------------|----------------|---------------|
| House Rent Allowance             | 5,914          | 70,968        |
| Leave Travel Assistance          | 1,232          | 14,784        |
| Food Card                        | 500            | 6,000         |
| <b>GROSS BOUQUET OF BENEFITS</b> | <b>7,646</b>   | <b>91,752</b> |





## Annexure

|                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                       |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Ahmedabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Garima Park, IT/ITES SEZ, Plot # 41,<br>Gandhinagar - 382007                                                                                                                                                                                 | <b>Bangalore</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Gate 1, No 42, Think campus, Electronic City phase II,<br>Bangalore - 560100, Karnataka                                                                                           |
| <b>BUBANESHWAR</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Training Lab Venue: Barabati, IRC Block, Ground Floor,<br>Tata Consultancy Services Limited, (UNIT-II) - BARBATI<br>SEZ, IT/ITES - SPECIAL ECONOMIC ZONE (SEZ), PLOT NO.<br>35, CHANDAKA INDUSTRIAL ESTATE, PATIA,<br>Bhubaneswar - 751024 | <b>Chennai</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>415/21-24, Kumaran Nagar, Old Mahabalipuram Rd,<br>TNHB, Sholinganallur, Chennai, Tamil Nadu 600119                                                                                 |
| <b>DELHI – Gurgaon</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Block C, Kings Canyon, ASF Insignia, Gurgaon -<br>Faridabad Road, Gawal Pahari, Gurgaon - 122003,<br>Haryana                                                                                                                           | <b>DELHI – Noida</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. A-44 & A-45, Ground, 1st to 5th Floor & 10th<br>floor, Galaxy Business Park, Block - C & D, Sector - 62,<br>Noida - 201 309, UP                                      |
| <b>Guwahati</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>5th Floor, NEDFi House, G.S. Road, Dispur, Guwahati -<br>781006, Assam                                                                                                                                                                        | <b>Hyderabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Q City, Nanakramguda, Hyderabad                                                                                                                                                   |
| <b>INDORE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor,<br>Village Tigariya Badshah & Bada Bangarda, Tehsil<br>Hatod, Indore - 452018,<br>Madhya Pradesh                                                                                           | <b>KOLKATA</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Ecospace 1B building, 2nd Floor, Plot - IIF/12, New<br>Town, Rajarhat, Kolkata - 700160, West Bengal OR<br>Auditorium, 2nd Floor, Wanderers Building, Delta Park -<br>Lords |
| <b>KOCHI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>TCS centre, Infopark Road Infopark Campus, Infopark,<br>Kakkanad, Kerala 682042                                                                                                                                                                  | <b>MUMBAI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Yantra Park, Pokharan Road Number 2, TCS Approach<br>Rd, Thane, West, Thane, Maharashtra 400606                                                                                      |
| <b>NAGPUR</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,                                                                                                                                                                                         | <b>PUNE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park,<br>Hinjewadi Phase III, Pune - 411057, Maharashtra                                                                               |
| <b>Trivandrum</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Peepul Park, Technopark Campus, Kariyavattom P.O,<br>Trivandrum - 695581, India                                                                                                                                                             |                                                                                                                                                                                                                                                       |



## Annexure

### Confidentiality and IP Terms and Conditions

#### 1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.



## **2. Associate's Obligations**

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

## **3. Intellectual Property Rights**

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filing or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.



#### **4. Prior knowledge**

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

#### **5. Use of third party material**

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

#### **6. Security policies and Guidelines.**

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

#### **7. Working in SBWS Framework:**

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.





(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

## **8. Restriction on Associate's Rights**

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

## **9. No License**

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.



## 10. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

## 11. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay or omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.



(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.



**Offer: Computer Consultancy**

**Ref:**

**TCSL/DT202120218279505/Bangalore**

**Date: 26/11/2021**

Dear Amarthi Dey,

**Sub: Letter of Offer**

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade **Y**. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be **`375000/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year. Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &

**TCS Confidential**

**1**

**TATA CONSULTANCY SERVICES**

VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore 560 066 India

Tel: 91 80 6724 7000 Fax: 91 80 2841 0114 Website: [www.tcs.com](http://www.tcs.com)

Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021

TCS Careers Serviceline: 1800 209 3111 Email: [careers@tcs.com](mailto:careers@tcs.com)





Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

## **COMPENSATION AND BENEFITS**

### **BASIC SALARY**

You will be eligible for a basic salary of `14,784/- per month.

### **BOUQUET OF BENEFITS (BoB)**

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

#### **1. House Rent Allowance (HRA)**

Your HRA will be `5,914/- per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

#### **2. Leave Travel Allowance**

You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

#### **3. Food Card**

You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias. As per the Pre-Defined structure you will be eligible for a Food Card with an amount of `500/- being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.



## **PERFORMANCE PAY**

### **Monthly Performance Pay**

You will receive a monthly performance pay of `1,700/-. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

### **Quarterly Variable Allowance**

Your variable allowance will be `600/- per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

## **CITY ALLOWANCE**

You will be eligible for a City Allowance of `200/- per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

## **XPLORE/ LEARNING INCENTIVES**

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

## **OTHER BENEFITS**

### **Health Insurance Scheme**

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:



## **1. Basic Cover**

i. Entitlement - Includes domiciliary expenses up to `6,000/- per insured person per annum and basic hospitalization expenses up to `2,00,000/- per insured person per annum.

ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

## **2. Higher Hospitalisation**

Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

i. Entitlement - You and your enrolled dependants will be entitled for `12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

## **Maternity Leave**

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother, may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

## **Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)**

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of `250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

## **Loans**

You will be eligible for loans, as per TCSL's loan policy.

## **Professional Memberships**

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.



## **RETIRALS**

### **Provident Fund**

You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

### **Gratuity**

You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

## **TERMS AND CONDITIONS**

### **1. Aggregate Percentage Requirements**

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

### **2. Pre requisites for Joining**

To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.



### **3. Training Period**

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

### **4. Working Hours**

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

### **5. Mobility**

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

### **6. Compensation Structure / Salary components**

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

### **7. Increments and Promotions**

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

### **8. Alternative Occupation / Employment**

Either during the period of your traineeship or during the period of your employment as a





confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

## **9. Confidentiality Agreement**

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

## **10. Service Agreement**

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL `50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

## **11. Work in SBWS mode**

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.

## **12. Overseas International Assignment Agreement**

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related



documents pertaining to the international assignment for which you are being placed. In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

### **13. Terms and Conditions**

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

### **14. TATA Code of Conduct**

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

### **15. Notice Period**

Upon your confirmation, this contract of employment is terminable by you by giving 90 days notice in writing to TCSL. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion.

Upon your confirmation, this contract of employment may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

It is understood, agreed and made abundantly clear herein that you shall have to necessarily work during the notice period given by TCSL under this clause, unless you are otherwise relieved by TCSL by giving you payment in lieu of notice.

Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by it at its own discretion having regard to the responsibilities shouldered by you while being in the employment of TCS.

### **16. Retirement**

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

### **17. Pre-employment Medical Certificate**

You are required to submit a Medical Certificate of Fitness (in the format prescribed by



TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

### 18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

### 19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining. If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

### 20. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)





- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :

\*There is no criminal offence registered/pending against you

\*There is no disciplinary case pending against you in the university

- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

\*PAN Card (Permanent Account Number)

\*Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)

\*Passport

\*NSR E-Card

## **21. TCS Xperience Program**

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

## **22. Letter of Appointment**

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

## **23. Rules and Regulations of the Company**

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from



time to time. The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

#### **24. Compliance to all clauses**

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

#### **25. Data Privacy Clause:**

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of overseas deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

**Withdrawal of Offer**

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

**For TATA Consultancy Services Limited**

**Girish V. Nandimath**  
**Global Head Talent Acquisition & AIP**



[Click here](#) or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary  
Annexure 2: List of TCS Xplore Centres  
Annexure 3: Confidentiality and IP Terms



## GROSS SALARY SHEET

Annexure 1

|                       |                                          |
|-----------------------|------------------------------------------|
| <b>Name</b>           | <b>Amarth<br/>y Dey</b>                  |
| <b>Designation</b>    | <b>Assistant System Engineer-Trainee</b> |
| <b>Institute Name</b> | <b>Others</b>                            |

Table 1: Compensation Details (All Components in INR)

| <b>Component Category</b>             | <b>Monthly</b> | <b>Annual</b>      |
|---------------------------------------|----------------|--------------------|
| <b>1) Fixed Compensation</b>          |                |                    |
| Basic Salary                          | 14,784         | 1,77,408           |
| Bouquet Of Benefits #                 | 7,646          | 91,752             |
| <b>2) Performance Pay**</b>           |                |                    |
| Monthly Performance Pay               | 1,700          | 20,400             |
| Quarterly Variable Allowance*         | 600            | 7,200              |
| <b>3) City Allowance</b>              | 200            | 2,400              |
| <b>4) Annual Components/Retirals</b>  |                |                    |
| Health Insurance***                   | NA             | 7,900              |
| Provident Fund                        | 1,774          | 21,289             |
| Gratuity                              | 711            | 8,533              |
| Total of Annual Components & Retirals | 2,485          | 37,722             |
| <b>TOTAL GROSS</b>                    | <b>27,415</b>  | <b>375000</b>      |
| <b>Xplore/ Learning Incentive****</b> |                | <b>Upto 60,000</b> |

# Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

\* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

\*\*The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

\*\*\* For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

\*\*\*\* Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

| <b>Component Category</b>        | <b>Monthly</b> | <b>Annual</b> |
|----------------------------------|----------------|---------------|
| House Rent Allowance             | 5,914          | 70,968        |
| Leave Travel Assistance          | 1,232          | 14,784        |
| Food Card                        | 500            | 6,000         |
| <b>GROSS BOUQUET OF BENEFITS</b> | <b>7,646</b>   | <b>91,752</b> |





## Annexure

|                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                       |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Ahmedabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Garima Park, IT/ITES SEZ, Plot # 41,<br>Gandhinagar - 382007                                                                                                                                                                                 | <b>Bangalore</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Gate 1, No 42, Think campus, Electronic City phase II,<br>Bangalore - 560100, Karnataka                                                                                           |
| <b>BUBANESHWAR</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Training Lab Venue: Barabati, IRC Block, Ground Floor,<br>Tata Consultancy Services Limited, (UNIT-II) - BARBATI<br>SEZ, IT/ITES - SPECIAL ECONOMIC ZONE (SEZ), PLOT NO.<br>35, CHANDAKA INDUSTRIAL ESTATE, PATIA,<br>Bhubaneswar - 751024 | <b>Chennai</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>415/21-24, Kumaran Nagar, Old Mahabalipuram Rd,<br>TNHB, Sholinganallur, Chennai, Tamil Nadu 600119                                                                                 |
| <b>DELHI – Gurgaon</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Block C, Kings Canyon, ASF Insignia, Gurgaon -<br>Faridabad Road, Gawal Pahari, Gurgaon - 122003,<br>Haryana                                                                                                                           | <b>DELHI – Noida</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. A-44 & A-45, Ground, 1st to 5th Floor & 10th<br>floor, Galaxy Business Park, Block - C & D, Sector - 62,<br>Noida - 201 309, UP                                      |
| <b>Guwahati</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>5th Floor, NEDFi House, G.S. Road, Dispur, Guwahati -<br>781006, Assam                                                                                                                                                                        | <b>Hyderabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Q City, Nanakramguda, Hyderabad                                                                                                                                                   |
| <b>INDORE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor,<br>Village Tigariya Badshah & Bada Bangarda, Tehsil<br>Hatod, Indore - 452018,<br>Madhya Pradesh                                                                                           | <b>KOLKATA</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Ecospace 1B building, 2nd Floor, Plot - IIF/12, New<br>Town, Rajarhat, Kolkata - 700160, West Bengal OR<br>Auditorium, 2nd Floor, Wanderers Building, Delta Park -<br>Lords |
| <b>KOCHI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>TCS centre, Infopark Road Infopark Campus, Infopark,<br>Kakkanad, Kerala 682042                                                                                                                                                                  | <b>MUMBAI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Yantra Park, Pokharan Road Number 2, TCS Approach<br>Rd, Thane, West, Thane, Maharashtra 400606                                                                                      |
| <b>NAGPUR</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,                                                                                                                                                                                         | <b>PUNE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park,<br>Hinjewadi Phase III, Pune - 411057, Maharashtra                                                                               |
| <b>Trivandrum</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Peepul Park, Technopark Campus, Kariyavattom P.O,<br>Trivandrum - 695581, India                                                                                                                                                             |                                                                                                                                                                                                                                                       |



## Annexure

### Confidentiality and IP Terms and Conditions

#### 1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.



## **2. Associate's Obligations**

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

## **3. Intellectual Property Rights**

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filing or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.



#### **4. Prior knowledge**

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

#### **5. Use of third party material**

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

#### **6. Security policies and Guidelines.**

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

#### **7. Working in SBWS Framework:**

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.





(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

## **8. Restriction on Associate's Rights**

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

## **9. No License**

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.



## 10. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

## 11. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay or omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.



(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.



**Offer: Computer Consultancy**

**Ref:**

**TCSL/DT202120218279523/Bangalore**

**Date: 26/11/2021**

Dear Bhagyashree Korlahalli,

**Sub: Letter of Offer**

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade **Y**. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be **`375000/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year. Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &

**TCS Confidential**

**1**

**TATA CONSULTANCY SERVICES**

VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore 560 066 India

Tel: 91 80 6724 7000 Fax: 91 80 2841 0114 Website: [www.tcs.com](http://www.tcs.com)

Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021

TCS Careers Serviceline: 1800 209 3111 Email: [careers@tcs.com](mailto:careers@tcs.com)



Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

## **COMPENSATION AND BENEFITS**

### **BASIC SALARY**

You will be eligible for a basic salary of `14,784/- per month.

### **BOUQUET OF BENEFITS (BoB)**

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

#### **1. House Rent Allowance (HRA)**

Your HRA will be `5,914/- per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

#### **2. Leave Travel Allowance**

You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

#### **3. Food Card**

You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias. As per the Pre-Defined structure you will be eligible for a Food Card with an amount of `500/- being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.



## **PERFORMANCE PAY**

### **Monthly Performance Pay**

You will receive a monthly performance pay of `1,700/-. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

### **Quarterly Variable Allowance**

Your variable allowance will be `600/- per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

## **CITY ALLOWANCE**

You will be eligible for a City Allowance of `200/- per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

## **XPLORE/ LEARNING INCENTIVES**

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

## **OTHER BENEFITS**

### **Health Insurance Scheme**

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:





## **1. Basic Cover**

i. Entitlement - Includes domiciliary expenses up to `6,000/- per insured person per annum and basic hospitalization expenses up to `2,00,000/- per insured person per annum.

ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

## **2. Higher Hospitalisation**

Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

i. Entitlement - You and your enrolled dependants will be entitled for `12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

## **Maternity Leave**

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother, may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

## **Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)**

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of `250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

## **Loans**

You will be eligible for loans, as per TCSL's loan policy.

## **Professional Memberships**

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.



## **RETIRALS**

### **Provident Fund**

You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

### **Gratuity**

You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

## **TERMS AND CONDITIONS**

### **1. Aggregate Percentage Requirements**

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

### **2. Pre requisites for Joining**

To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.





### **3. Training Period**

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

### **4. Working Hours**

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

### **5. Mobility**

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

### **6. Compensation Structure / Salary components**

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

### **7. Increments and Promotions**

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

### **8. Alternative Occupation / Employment**

Either during the period of your traineeship or during the period of your employment as a



confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

## **9. Confidentiality Agreement**

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

## **10. Service Agreement**

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL `50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

## **11. Work in SBWS mode**

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.

## **12. Overseas International Assignment Agreement**

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related



documents pertaining to the international assignment for which you are being placed. In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

### **13. Terms and Conditions**

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

### **14. TATA Code of Conduct**

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

### **15. Notice Period**

Upon your confirmation, this contract of employment is terminable by you by giving 90 days notice in writing to TCSL. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion.

Upon your confirmation, this contract of employment may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

It is understood, agreed and made abundantly clear herein that you shall have to necessarily work during the notice period given by TCSL under this clause, unless you are otherwise relieved by TCSL by giving you payment in lieu of notice.

Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by it at its own discretion having regard to the responsibilities shouldered by you while being in the employment of TCS.

### **16. Retirement**

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

### **17. Pre-employment Medical Certificate**

You are required to submit a Medical Certificate of Fitness (in the format prescribed by



TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

### 18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

### 19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining. If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

### 20. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)



- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :

\*There is no criminal offence registered/pending against you

\*There is no disciplinary case pending against you in the university

- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

\*PAN Card (Permanent Account Number)

\*Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)

\*Passport

\*NSR E-Card

## **21. TCS Xperience Program**

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

## **22. Letter of Appointment**

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

## **23. Rules and Regulations of the Company**

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from





time to time. The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

#### **24. Compliance to all clauses**

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

#### **25. Data Privacy Clause:**

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of overseas deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

**Withdrawal of Offer**

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

**For TATA Consultancy Services Limited**

**Girish V. Nandimath**  
**Global Head Talent Acquisition & AIP**



[Click here](#) or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary  
Annexure 2: List of TCS Xplore Centres  
Annexure 3: Confidentiality and IP Terms



## GROSS SALARY SHEET

Annexure 1

|                       |                                             |
|-----------------------|---------------------------------------------|
| <b>Name</b>           | <b>Bhagya<br/>shree<br/>Korlahal<br/>li</b> |
| <b>Designation</b>    | <b>Assistant System Engineer-Trainee</b>    |
| <b>Institute Name</b> | <b>Others</b>                               |

Table 1: Compensation Details (All Components in INR)

| <b>Component Category</b>             | <b>Monthly</b> | <b>Annual</b>      |
|---------------------------------------|----------------|--------------------|
| <b>1) Fixed Compensation</b>          |                |                    |
| Basic Salary                          | 14,784         | 1,77,408           |
| Bouquet Of Benefits #                 | 7,646          | 91,752             |
| <b>2) Performance Pay**</b>           |                |                    |
| Monthly Performance Pay               | 1,700          | 20,400             |
| Quarterly Variable Allowance*         | 600            | 7,200              |
| <b>3) City Allowance</b>              | 200            | 2,400              |
| <b>4) Annual Components/Retirals</b>  |                |                    |
| Health Insurance***                   | NA             | 7,900              |
| Provident Fund                        | 1,774          | 21,289             |
| Gratuity                              | 711            | 8,533              |
| Total of Annual Components & Retirals | 2,485          | 37,722             |
| <b>TOTAL GROSS</b>                    | <b>27,415</b>  | <b>375000</b>      |
| <b>Xplore/ Learning Incentive****</b> |                | <b>Upto 60,000</b> |

# Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

\* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

\*\*The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

\*\*\* For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

\*\*\*\* Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

| <b>Component Category</b>        | <b>Monthly</b> | <b>Annual</b> |
|----------------------------------|----------------|---------------|
| House Rent Allowance             | 5,914          | 70,968        |
| Leave Travel Assistance          | 1,232          | 14,784        |
| Food Card                        | 500            | 6,000         |
| <b>GROSS BOUQUET OF BENEFITS</b> | <b>7,646</b>   | <b>91,752</b> |





## Annexure

|                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                       |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Ahmedabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Garima Park, IT/ITES SEZ, Plot # 41,<br>Gandhinagar - 382007                                                                                                                                                                                 | <b>Bangalore</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Gate 1, No 42, Think campus, Electronic City phase II,<br>Bangalore - 560100, Karnataka                                                                                           |
| <b>BUBANESHWAR</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Training Lab Venue: Barabati, IRC Block, Ground Floor,<br>Tata Consultancy Services Limited, (UNIT-II) - BARBATI<br>SEZ, IT/ITES - SPECIAL ECONOMIC ZONE (SEZ), PLOT NO.<br>35, CHANDAKA INDUSTRIAL ESTATE, PATIA,<br>Bhubaneswar - 751024 | <b>Chennai</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>415/21-24, Kumaran Nagar, Old Mahabalipuram Rd,<br>TNHB, Sholinganallur, Chennai, Tamil Nadu 600119                                                                                 |
| <b>DELHI – Gurgaon</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Block C, Kings Canyon, ASF Insignia, Gurgaon -<br>Faridabad Road, Gawal Pahari, Gurgaon - 122003,<br>Haryana                                                                                                                           | <b>DELHI – Noida</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. A-44 & A-45, Ground, 1st to 5th Floor & 10th<br>floor, Galaxy Business Park, Block - C & D, Sector - 62,<br>Noida - 201 309, UP                                      |
| <b>Guwahati</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>5th Floor, NEDFi House, G.S. Road, Dispur, Guwahati -<br>781006, Assam                                                                                                                                                                        | <b>Hyderabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Q City, Nanakramguda, Hyderabad                                                                                                                                                   |
| <b>INDORE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor,<br>Village Tigariya Badshah & Bada Bangarda, Tehsil<br>Hatod, Indore - 452018,<br>Madhya Pradesh                                                                                           | <b>KOLKATA</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Ecospace 1B building, 2nd Floor, Plot - IIF/12, New<br>Town, Rajarhat, Kolkata - 700160, West Bengal OR<br>Auditorium, 2nd Floor, Wanderers Building, Delta Park -<br>Lords |
| <b>KOCHI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>TCS centre, Infopark Road Infopark Campus, Infopark,<br>Kakkanad, Kerala 682042                                                                                                                                                                  | <b>MUMBAI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Yantra Park, Pokharan Road Number 2, TCS Approach<br>Rd, Thane, West, Thane, Maharashtra 400606                                                                                      |
| <b>NAGPUR</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,                                                                                                                                                                                         | <b>PUNE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park,<br>Hinjewadi Phase III, Pune - 411057, Maharashtra                                                                               |
| <b>Trivandrum</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Peepul Park, Technopark Campus, Kariyavattom P.O,<br>Trivandrum - 695581, India                                                                                                                                                             |                                                                                                                                                                                                                                                       |



## Annexure

### Confidentiality and IP Terms and Conditions

#### 1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.



## **2. Associate's Obligations**

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

## **3. Intellectual Property Rights**

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filing or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.



#### **4. Prior knowledge**

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

#### **5. Use of third party material**

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

#### **6. Security policies and Guidelines.**

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

#### **7. Working in SBWS Framework:**

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.





(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

## **8. Restriction on Associate's Rights**

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

## **9. No License**

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.



## 10. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

## 11. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay or omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.



(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.



**Offer: Computer Consultancy**

**Ref:**

**TCSL/DT202120218279502/Bangalore**

**Date: 26/11/2021**

Dear Chandu L Y,

**Sub: Letter of Offer**

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade **Y**. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be **`375000/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year. Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &

**TCS Confidential**

**1**

**TATA CONSULTANCY SERVICES**

VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore 560 066 India

Tel: 91 80 6724 7000 Fax: 91 80 2841 0114 Website: [www.tcs.com](http://www.tcs.com)

Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021

TCS Careers Serviceline: 1800 209 3111 Email: [careers@tcs.com](mailto:careers@tcs.com)





Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

## **COMPENSATION AND BENEFITS**

### **BASIC SALARY**

You will be eligible for a basic salary of `14,784/- per month.

### **BOUQUET OF BENEFITS (BoB)**

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

#### **1. House Rent Allowance (HRA)**

Your HRA will be `5,914/- per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

#### **2. Leave Travel Allowance**

You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

#### **3. Food Card**

You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias. As per the Pre-Defined structure you will be eligible for a Food Card with an amount of `500/- being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.



## **PERFORMANCE PAY**

### **Monthly Performance Pay**

You will receive a monthly performance pay of `1,700/-. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

### **Quarterly Variable Allowance**

Your variable allowance will be `600/- per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

## **CITY ALLOWANCE**

You will be eligible for a City Allowance of `200/- per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

## **XPLORE/ LEARNING INCENTIVES**

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

## **OTHER BENEFITS**

### **Health Insurance Scheme**

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:



## **1. Basic Cover**

i. Entitlement - Includes domiciliary expenses up to `6,000/- per insured person per annum and basic hospitalization expenses up to `2,00,000/- per insured person per annum.

ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

## **2. Higher Hospitalisation**

Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

i. Entitlement - You and your enrolled dependants will be entitled for `12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

## **Maternity Leave**

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother, may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

## **Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)**

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of `250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

## **Loans**

You will be eligible for loans, as per TCSL's loan policy.

## **Professional Memberships**

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.



## **RETIRALS**

### **Provident Fund**

You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

### **Gratuity**

You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

## **TERMS AND CONDITIONS**

### **1. Aggregate Percentage Requirements**

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

### **2. Pre requisites for Joining**

To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.



### **3. Training Period**

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

### **4. Working Hours**

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

### **5. Mobility**

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

### **6. Compensation Structure / Salary components**

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

### **7. Increments and Promotions**

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

### **8. Alternative Occupation / Employment**

Either during the period of your traineeship or during the period of your employment as a





confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

## **9. Confidentiality Agreement**

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

## **10. Service Agreement**

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL `50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

## **11. Work in SBWS mode**

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.

## **12. Overseas International Assignment Agreement**

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related



documents pertaining to the international assignment for which you are being placed. In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

### **13. Terms and Conditions**

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

### **14. TATA Code of Conduct**

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

### **15. Notice Period**

Upon your confirmation, this contract of employment is terminable by you by giving 90 days notice in writing to TCSL. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion.

Upon your confirmation, this contract of employment may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

It is understood, agreed and made abundantly clear herein that you shall have to necessarily work during the notice period given by TCSL under this clause, unless you are otherwise relieved by TCSL by giving you payment in lieu of notice.

Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by it at its own discretion having regard to the responsibilities shouldered by you while being in the employment of TCS.

### **16. Retirement**

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

### **17. Pre-employment Medical Certificate**

You are required to submit a Medical Certificate of Fitness (in the format prescribed by



TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

### 18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

### 19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining. If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

### 20. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)





- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :

\*There is no criminal offence registered/pending against you

\*There is no disciplinary case pending against you in the university

- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

\*PAN Card (Permanent Account Number)

\*Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)

\*Passport

\*NSR E-Card

## **21. TCS Xperience Program**

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

## **22. Letter of Appointment**

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

## **23. Rules and Regulations of the Company**

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from



time to time. The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

#### **24. Compliance to all clauses**

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

#### **25. Data Privacy Clause:**

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of overseas deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

**Withdrawal of Offer**

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

**For TATA Consultancy Services Limited**

**Girish V. Nandimath**  
**Global Head Talent Acquisition & AIP**



[Click here](#) or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary  
Annexure 2: List of TCS Xplore Centres  
Annexure 3: Confidentiality and IP Terms



## GROSS SALARY SHEET

Annexure 1

|                       |                                          |
|-----------------------|------------------------------------------|
| <b>Name</b>           | <b>Chandu<br/>L Y</b>                    |
| <b>Designation</b>    | <b>Assistant System Engineer-Trainee</b> |
| <b>Institute Name</b> | <b>Others</b>                            |

Table 1: Compensation Details (All Components in INR)

| <b>Component Category</b>             | <b>Monthly</b> | <b>Annual</b>      |
|---------------------------------------|----------------|--------------------|
| <b>1) Fixed Compensation</b>          |                |                    |
| Basic Salary                          | 14,784         | 1,77,408           |
| Bouquet Of Benefits #                 | 7,646          | 91,752             |
| <b>2) Performance Pay**</b>           |                |                    |
| Monthly Performance Pay               | 1,700          | 20,400             |
| Quarterly Variable Allowance*         | 600            | 7,200              |
| <b>3) City Allowance</b>              | 200            | 2,400              |
| <b>4) Annual Components/Retirals</b>  |                |                    |
| Health Insurance***                   | NA             | 7,900              |
| Provident Fund                        | 1,774          | 21,289             |
| Gratuity                              | 711            | 8,533              |
| Total of Annual Components & Retirals | 2,485          | 37,722             |
| <b>TOTAL GROSS</b>                    | <b>27,415</b>  | <b>375000</b>      |
| <b>Xplore/ Learning Incentive****</b> |                | <b>Upto 60,000</b> |

# Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

\* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

\*\*The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

\*\*\* For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

\*\*\*\* Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

| <b>Component Category</b>        | <b>Monthly</b> | <b>Annual</b> |
|----------------------------------|----------------|---------------|
| House Rent Allowance             | 5,914          | 70,968        |
| Leave Travel Assistance          | 1,232          | 14,784        |
| Food Card                        | 500            | 6,000         |
| <b>GROSS BOUQUET OF BENEFITS</b> | <b>7,646</b>   | <b>91,752</b> |





## Annexure

|                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                       |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Ahmedabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Garima Park, IT/ITES SEZ, Plot # 41,<br>Gandhinagar - 382007                                                                                                                                                                                 | <b>Bangalore</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Gate 1, No 42, Think campus, Electronic City phase II,<br>Bangalore - 560100, Karnataka                                                                                           |
| <b>BUBANESHWAR</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Training Lab Venue: Barabati, IRC Block, Ground Floor,<br>Tata Consultancy Services Limited, (UNIT-II) - BARBATI<br>SEZ, IT/ITES - SPECIAL ECONOMIC ZONE (SEZ), PLOT NO.<br>35, CHANDAKA INDUSTRIAL ESTATE, PATIA,<br>Bhubaneswar - 751024 | <b>Chennai</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>415/21-24, Kumaran Nagar, Old Mahabalipuram Rd,<br>TNHB, Sholinganallur, Chennai, Tamil Nadu 600119                                                                                 |
| <b>DELHI – Gurgaon</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Block C, Kings Canyon, ASF Insignia, Gurgaon -<br>Faridabad Road, Gawal Pahari, Gurgaon - 122003,<br>Haryana                                                                                                                           | <b>DELHI – Noida</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. A-44 & A-45, Ground, 1st to 5th Floor & 10th<br>floor, Galaxy Business Park, Block - C & D, Sector - 62,<br>Noida - 201 309, UP                                      |
| <b>Guwahati</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>5th Floor, NEDFi House, G.S. Road, Dispur, Guwahati -<br>781006, Assam                                                                                                                                                                        | <b>Hyderabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Q City, Nanakramguda, Hyderabad                                                                                                                                                   |
| <b>INDORE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor,<br>Village Tigariya Badshah & Bada Bangarda, Tehsil<br>Hatod, Indore - 452018,<br>Madhya Pradesh                                                                                           | <b>KOLKATA</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Ecospace 1B building, 2nd Floor, Plot - IIF/12, New<br>Town, Rajarhat, Kolkata - 700160, West Bengal OR<br>Auditorium, 2nd Floor, Wanderers Building, Delta Park -<br>Lords |
| <b>KOCHI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>TCS centre, Infopark Road Infopark Campus, Infopark,<br>Kakkanad, Kerala 682042                                                                                                                                                                  | <b>MUMBAI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Yantra Park, Pokharan Road Number 2, TCS Approach<br>Rd, Thane, West, Thane, Maharashtra 400606                                                                                      |
| <b>NAGPUR</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,                                                                                                                                                                                         | <b>PUNE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park,<br>Hinjewadi Phase III, Pune - 411057, Maharashtra                                                                               |
| <b>Trivandrum</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Peepul Park, Technopark Campus, Kariyavattom P.O,<br>Trivandrum - 695581, India                                                                                                                                                             |                                                                                                                                                                                                                                                       |



## Annexure

### Confidentiality and IP Terms and Conditions

#### 1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.



## **2. Associate's Obligations**

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

## **3. Intellectual Property Rights**

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filing or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.



#### **4. Prior knowledge**

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

#### **5. Use of third party material**

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

#### **6. Security policies and Guidelines.**

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

#### **7. Working in SBWS Framework:**

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.





(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

## **8. Restriction on Associate's Rights**

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

## **9. No License**

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.



## **10. Equitable Rights**

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

## **11. General**

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay or omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.



(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.



## Offer: Computer Consultancy

Dear DAGGUPATI ANUDEEP,

### Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade **Y**. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be **₹350000/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year. Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &



Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

## **COMPENSATION AND BENEFITS**

### **BASIC SALARY**

You will be eligible for a basic salary of ₹14,784/- per month.

### **BOUQUET OF BENEFITS (BoB)**

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

#### **1. House Rent Allowance (HRA)**

Your HRA will be ₹5,914/- per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

#### **2. Leave Travel Allowance**

You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

#### **3. Food Card**

You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias. As per the Pre-Defined structure you will be eligible for a Food Card with an amount of ₹500/- being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.



## **PERFORMANCE PAY**

### **Monthly Performance Pay**

You will receive a monthly performance pay of ₹1,700/-. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

### **Quarterly Variable Allowance**

Your variable allowance will be ₹600/- per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

## **CITY ALLOWANCE**

You will be eligible for a City Allowance of ₹200/- per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

## **XPLORE/ LEARNING INCENTIVES**

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

## **OTHER BENEFITS**

### **Health Insurance Scheme**

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:





## **1. Basic Cover**

- i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.
- ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

## **2. Higher Hospitalisation**

Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

- i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.
- ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

## **Maternity Leave**

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother, may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

## **Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)**

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

## **Loans**

You will be eligible for loans, as per TCSL's loan policy.

## **Professional Memberships**

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.



## **RETIRALS**

### **Provident Fund**

You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

### **Gratuity**

You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

## **TERMS AND CONDITIONS**

### **1. Aggregate Percentage Requirements**

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

### **2. Pre requisites for Joining**

To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.





### **3. Training Period**

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

### **4. Working Hours**

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

### **5. Mobility**

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

### **6. Compensation Structure / Salary components**

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

### **7. Increments and Promotions**

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

### **8. Alternative Occupation / Employment**

Either during the period of your traineeship or during the period of your employment as a



confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

## **9. Confidentiality Agreement**

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

## **10. Service Agreement**

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

## **11. Work in SBWS mode**

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.

## **12. Overseas International Assignment Agreement**

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related



documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

### **13. Terms and Conditions**

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

### **14. TATA Code of Conduct**

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

### **15. Notice Period**

Upon your confirmation, this contract of employment is terminable by you by giving 90 days notice in writing to TCSL. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion.

Upon your confirmation, this contract of employment may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

It is understood, agreed and made abundantly clear herein that you shall have to necessarily work during the notice period given by TCSL under this clause, unless you are otherwise relieved by TCSL by giving you payment in lieu of notice.

Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by it at its own discretion having regard to the responsibilities shouldered by you while being in the employment of TCS.

### **16. Retirement**

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

### **17. Pre-employment Medical Certificate**

You are required to submit a Medical Certificate of Fitness (in the format prescribed by



TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

## 18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

## 19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining. If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

## 20. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)





- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :

\*There is no criminal offence registered/pending against you

\*There is no disciplinary case pending against you in the university

- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

\*PAN Card (Permanent Account Number)

\*Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)

\*Passport

\*NSR E-Card

## **21. TCS Xperience Program**

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

## **22. Letter of Appointment**

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

## **23. Rules and Regulations of the Company**

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from



time to time. The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

## **24. Compliance to all clauses**

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

## **25. Data Privacy Clause:**

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of overseas deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

**Withdrawal of Offer**

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

**For TATA Consultancy Services Limited**

**Girish V. Nandimath**  
**Global Head Talent Acquisition & AIP**



[Click here](#) or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary  
Annexure 2: List of TCS Xplore Centres  
Annexure 3: Confidentiality and IP Terms



## GROSS SALARY SHEET

Annexure 1

|                       |                                          |
|-----------------------|------------------------------------------|
| <b>Name</b>           | <b>DAGGUPATI ANUDEEP</b>                 |
| <b>Designation</b>    | <b>Assistant System Engineer-Trainee</b> |
| <b>Institute Name</b> | <b>Others</b>                            |

Table 1: Compensation Details (All Components in INR)

| <b>Component Category</b>             | <b>Monthly</b> | <b>Annual</b> |
|---------------------------------------|----------------|---------------|
| <b>1) Fixed Compensation</b>          |                |               |
| Basic Salary                          | 14,784         | 1,77,408      |
| Bouquet Of Benefits #                 | 7,646          | 91,752        |
| <b>2) Performance Pay**</b>           |                |               |
| Monthly Performance Pay               | 1,700          | 20,400        |
| Quarterly Variable Allowance*         | 600            | 7,200         |
| <b>3) City Allowance</b>              | 200            | 2,400         |
| <b>4) Annual Components/Retirals</b>  |                |               |
| Health Insurance***                   | NA             | 7,900         |
| Provident Fund                        | 1,774          | 21,289        |
| Gratuity                              | 711            | 8,533         |
| Total of Annual Components & Retirals | 2,485          | 37,722        |
| <b>TOTAL GROSS</b>                    | 27,415         | 350000        |
| <b>Xplore/ Learning Incentive****</b> |                | Upto 60,000   |

# Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

\* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

\*\*The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

\*\*\* For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

\*\*\*\* Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

| <b>Component Category</b>        | <b>Monthly</b> | <b>Annual</b> |
|----------------------------------|----------------|---------------|
| House Rent Allowance             | 5,914          | 70,968        |
| Leave Travel Assistance          | 1,232          | 14,784        |
| Food Card                        | 500            | 6,000         |
| <b>GROSS BOUQUET OF BENEFITS</b> | 7,646          | 91,752        |





## Annexure 2

|                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                       |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Ahmedabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Garima Park, IT/ITES SEZ, Plot # 41,<br>Gandhinagar - 382007                                                                                                                                                                                 | <b>Bangalore</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Gate 1, No 42, Think campus, Electronic City phase II,<br>Bangalore - 560100, Karnataka                                                                                           |
| <b>BUBANESHWAR</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Training Lab Venue: Barabati, IRC Block, Ground Floor,<br>Tata Consultancy Services Limited, (UNIT-II) - BARBATI<br>SEZ, IT/ITES - SPECIAL ECONOMIC ZONE (SEZ), PLOT NO.<br>35, CHANDAKA INDUSTRIAL ESTATE, PATIA,<br>Bhubaneswar - 751024 | <b>Chennai</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>415/21-24, Kumaran Nagar, Old Mahabalipuram Rd,<br>TNHB, Sholinganallur, Chennai, Tamil Nadu 600119                                                                                 |
| <b>DELHI – Gurgaon</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Block C, Kings Canyon, ASF Insignia, Gurgaon -<br>Faridabad Road, Gawal Pahari, Gurgaon - 122003,<br>Haryana                                                                                                                           | <b>DELHI – Noida</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. A-44 & A-45, Ground, 1st to 5th Floor & 10th<br>floor, Galaxy Business Park, Block - C & D, Sector - 62,<br>Noida - 201 309, UP                                      |
| <b>Guwahati</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>5th Floor, NEDFi House, G.S. Road, Dispur, Guwahati -<br>781006, Assam                                                                                                                                                                        | <b>Hyderabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Q City, Nanakramguda, Hyderabad                                                                                                                                                   |
| <b>INDORE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor,<br>Village Tigariya Badshah & Bada Bangarde, Tehsil<br>Hatod, Indore - 452018,<br>Madhya Pradesh                                                                                           | <b>KOLKATA</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Ecospace 1B building, 2nd Floor, Plot - IIF/12, New<br>Town, Rajarhat, Kolkata - 700160, West Bengal OR<br>Auditorium, 2nd Floor, Wanderers Building, Delta Park -<br>Lords |
| <b>KOCHI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>TCS centre, Infopark Road Infopark Campus, Infopark,<br>Kakkanad, Kerala 682042                                                                                                                                                                  | <b>MUMBAI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Yantra Park, Pokharan Road Number 2, TCS Approach<br>Rd, Thane, West, Thane, Maharashtra 400606                                                                                      |
| <b>NAGPUR</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,                                                                                                                                                                                         | <b>PUNE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park,<br>Hinjewadi Phase III, Pune - 411057, Maharashtra                                                                               |
| <b>Trivandrum</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Peepul Park, Technopark Campus, Kariyavattom P.O,<br>Trivandrum - 695581, India                                                                                                                                                             |                                                                                                                                                                                                                                                       |



## Annexure 3

### Confidentiality and IP Terms and Conditions

#### 1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.



## **2. Associate's Obligations**

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

## **3. Intellectual Property Rights**

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filing or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.



#### **4. Prior knowledge**

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

#### **5. Use of third party material**

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

#### **6. Security policies and Guidelines.**

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

#### **7. Working in SBWS Framework:**

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.





(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

## **8. Restriction on Associate's Rights**

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

## **9. No License**

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.



## 10. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

## 11. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay or omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.



(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.



**Offer: Computer Consultancy**

**Ref:**

**TCSL/DT202120218279526/Bangalore**

**Date: 26/11/2021**

Dear Ravi Sharma,

**Sub: Letter of Offer**

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade **Y**. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be **`375000/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year. Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &

**TCS Confidential**

**1**

**TATA CONSULTANCY SERVICES**

VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore 560 066 India

Tel: 91 80 6724 7000 Fax: 91 80 2841 0114 Website: [www.tcs.com](http://www.tcs.com)

Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021

TCS Careers Serviceline: 1800 209 3111 Email: [careers@tcs.com](mailto:careers@tcs.com)





Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

## **COMPENSATION AND BENEFITS**

### **BASIC SALARY**

You will be eligible for a basic salary of `14,784/- per month.

### **BOUQUET OF BENEFITS (BoB)**

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

#### **1. House Rent Allowance (HRA)**

Your HRA will be `5,914/- per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

#### **2. Leave Travel Allowance**

You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

#### **3. Food Card**

You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias. As per the Pre-Defined structure you will be eligible for a Food Card with an amount of `500/- being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.



## **PERFORMANCE PAY**

### **Monthly Performance Pay**

You will receive a monthly performance pay of `1,700/-. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

### **Quarterly Variable Allowance**

Your variable allowance will be `600/- per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

## **CITY ALLOWANCE**

You will be eligible for a City Allowance of `200/- per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

## **XPLORE/ LEARNING INCENTIVES**

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

## **OTHER BENEFITS**

### **Health Insurance Scheme**

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:



## **1. Basic Cover**

- i. Entitlement - Includes domiciliary expenses up to `6,000/- per insured person per annum and basic hospitalization expenses up to `2,00,000/- per insured person per annum.
- ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

## **2. Higher Hospitalisation**

Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

- i. Entitlement - You and your enrolled dependants will be entitled for `12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.
- ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

## **Maternity Leave**

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother, may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

## **Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)**

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of `250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

## **Loans**

You will be eligible for loans, as per TCSL's loan policy.

## **Professional Memberships**

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.



## **RETIRALS**

### **Provident Fund**

You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

### **Gratuity**

You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

## **TERMS AND CONDITIONS**

### **1. Aggregate Percentage Requirements**

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

### **2. Pre requisites for Joining**

To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.



### **3. Training Period**

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

### **4. Working Hours**

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

### **5. Mobility**

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

### **6. Compensation Structure / Salary components**

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

### **7. Increments and Promotions**

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

### **8. Alternative Occupation / Employment**

Either during the period of your traineeship or during the period of your employment as a





confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

## **9. Confidentiality Agreement**

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

## **10. Service Agreement**

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL `50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

## **11. Work in SBWS mode**

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.

## **12. Overseas International Assignment Agreement**

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related



documents pertaining to the international assignment for which you are being placed. In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

### **13. Terms and Conditions**

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

### **14. TATA Code of Conduct**

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

### **15. Notice Period**

Upon your confirmation, this contract of employment is terminable by you by giving 90 days notice in writing to TCSL. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion.

Upon your confirmation, this contract of employment may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

It is understood, agreed and made abundantly clear herein that you shall have to necessarily work during the notice period given by TCSL under this clause, unless you are otherwise relieved by TCSL by giving you payment in lieu of notice.

Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by it at its own discretion having regard to the responsibilities shouldered by you while being in the employment of TCS.

### **16. Retirement**

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

### **17. Pre-employment Medical Certificate**

You are required to submit a Medical Certificate of Fitness (in the format prescribed by



TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

### 18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

### 19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining. If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

### 20. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)





- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :

\*There is no criminal offence registered/pending against you

\*There is no disciplinary case pending against you in the university

- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

\*PAN Card (Permanent Account Number)

\*Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)

\*Passport

\*NSR E-Card

## **21. TCS Xperience Program**

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

## **22. Letter of Appointment**

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

## **23. Rules and Regulations of the Company**

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from



time to time. The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

#### **24. Compliance to all clauses**

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

#### **25. Data Privacy Clause:**

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of overseas deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

**Withdrawal of Offer**

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

**For TATA Consultancy Services Limited**

**Girish V. Nandimath**  
**Global Head Talent Acquisition & AIP**



[Click here](#) or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary  
Annexure 2: List of TCS Xplore Centres  
Annexure 3: Confidentiality and IP Terms



## GROSS SALARY SHEET

Annexure 1

|                       |                                          |
|-----------------------|------------------------------------------|
| <b>Name</b>           | <b>Ravi Sharma</b>                       |
| <b>Designation</b>    | <b>Assistant System Engineer-Trainee</b> |
| <b>Institute Name</b> | <b>Others</b>                            |

Table 1: Compensation Details (All Components in INR)

| <b>Component Category</b>             | <b>Monthly</b> | <b>Annual</b>      |
|---------------------------------------|----------------|--------------------|
| <b>1) Fixed Compensation</b>          |                |                    |
| Basic Salary                          | 14,784         | 1,77,408           |
| Bouquet Of Benefits #                 | 7,646          | 91,752             |
| <b>2) Performance Pay**</b>           |                |                    |
| Monthly Performance Pay               | 1,700          | 20,400             |
| Quarterly Variable Allowance*         | 600            | 7,200              |
| <b>3) City Allowance</b>              | 200            | 2,400              |
| <b>4) Annual Components/Retirals</b>  |                |                    |
| Health Insurance***                   | NA             | 7,900              |
| Provident Fund                        | 1,774          | 21,289             |
| Gratuity                              | 711            | 8,533              |
| Total of Annual Components & Retirals | 2,485          | 37,722             |
| <b>TOTAL GROSS</b>                    | <b>27,415</b>  | <b>375000</b>      |
| <b>Xplore/ Learning Incentive****</b> |                | <b>Upto 60,000</b> |

# Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

\* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

\*\*The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

\*\*\* For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

\*\*\*\* Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

| <b>Component Category</b>        | <b>Monthly</b> | <b>Annual</b> |
|----------------------------------|----------------|---------------|
| House Rent Allowance             | 5,914          | 70,968        |
| Leave Travel Assistance          | 1,232          | 14,784        |
| Food Card                        | 500            | 6,000         |
| <b>GROSS BOUQUET OF BENEFITS</b> | <b>7,646</b>   | <b>91,752</b> |





## Annexure

|                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                       |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Ahmedabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Garima Park, IT/ITES SEZ, Plot # 41,<br>Gandhinagar - 382007                                                                                                                                                                                 | <b>Bangalore</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Gate 1, No 42, Think campus, Electronic City phase II,<br>Bangalore - 560100, Karnataka                                                                                           |
| <b>BUBANESHWAR</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Training Lab Venue: Barabati, IRC Block, Ground Floor,<br>Tata Consultancy Services Limited, (UNIT-II) - BARBATI<br>SEZ, IT/ITES - SPECIAL ECONOMIC ZONE (SEZ), PLOT NO.<br>35, CHANDAKA INDUSTRIAL ESTATE, PATIA,<br>Bhubaneswar - 751024 | <b>Chennai</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>415/21-24, Kumaran Nagar, Old Mahabalipuram Rd,<br>TNHB, Sholinganallur, Chennai, Tamil Nadu 600119                                                                                 |
| <b>DELHI – Gurgaon</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Block C, Kings Canyon, ASF Insignia, Gurgaon -<br>Faridabad Road, Gawal Pahari, Gurgaon - 122003,<br>Haryana                                                                                                                           | <b>DELHI – Noida</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. A-44 & A-45, Ground, 1st to 5th Floor & 10th<br>floor, Galaxy Business Park, Block - C & D, Sector - 62,<br>Noida - 201 309, UP                                      |
| <b>Guwahati</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>5th Floor, NEDFi House, G.S. Road, Dispur, Guwahati -<br>781006, Assam                                                                                                                                                                        | <b>Hyderabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Q City, Nanakramguda, Hyderabad                                                                                                                                                   |
| <b>INDORE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor,<br>Village Tigariya Badshah & Bada Bangarda, Tehsil<br>Hatod, Indore - 452018,<br>Madhya Pradesh                                                                                           | <b>KOLKATA</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Ecospace 1B building, 2nd Floor, Plot - IIF/12, New<br>Town, Rajarhat, Kolkata - 700160, West Bengal OR<br>Auditorium, 2nd Floor, Wanderers Building, Delta Park -<br>Lords |
| <b>KOCHI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>TCS centre, Infopark Road Infopark Campus, Infopark,<br>Kakkanad, Kerala 682042                                                                                                                                                                  | <b>MUMBAI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Yantra Park, Pokharan Road Number 2, TCS Approach<br>Rd, Thane, West, Thane, Maharashtra 400606                                                                                      |
| <b>NAGPUR</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,                                                                                                                                                                                         | <b>PUNE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park,<br>Hinjewadi Phase III, Pune - 411057, Maharashtra                                                                               |
| <b>Trivandrum</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Peepul Park, Technopark Campus, Kariyavattom P.O,<br>Trivandrum - 695581, India                                                                                                                                                             |                                                                                                                                                                                                                                                       |



## Annexure

### Confidentiality and IP Terms and Conditions

#### 1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.



## **2. Associate's Obligations**

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

## **3. Intellectual Property Rights**

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filing or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.



#### **4. Prior knowledge**

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

#### **5. Use of third party material**

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

#### **6. Security policies and Guidelines.**

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

#### **7. Working in SBWS Framework:**

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.





(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

## **8. Restriction on Associate's Rights**

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

## **9. No License**

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.



## 10. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

## 11. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay or omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.



(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.



**Offer: Computer Consultancy**

**Ref:**

**TCSL/DT202120218279516/Bangalore**

**Date: 26/11/2021**

Dear M S Rahul,

**Sub: Letter of Offer**

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade **Y**. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be **`375000/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year. Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &

**TCS Confidential**

**1**

**TATA CONSULTANCY SERVICES**

VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore 560 066 India

Tel: 91 80 6724 7000 Fax: 91 80 2841 0114 Website: [www.tcs.com](http://www.tcs.com)

Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021

TCS Careers Serviceline: 1800 209 3111 Email: [careers@tcs.com](mailto:careers@tcs.com)



Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

## **COMPENSATION AND BENEFITS**

### **BASIC SALARY**

You will be eligible for a basic salary of `14,784/- per month.

### **BOUQUET OF BENEFITS (BoB)**

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

#### **1. House Rent Allowance (HRA)**

Your HRA will be `5,914/- per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

#### **2. Leave Travel Allowance**

You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

#### **3. Food Card**

You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias. As per the Pre-Defined structure you will be eligible for a Food Card with an amount of `500/- being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.



## **PERFORMANCE PAY**

### **Monthly Performance Pay**

You will receive a monthly performance pay of `1,700/-. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

### **Quarterly Variable Allowance**

Your variable allowance will be `600/- per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

## **CITY ALLOWANCE**

You will be eligible for a City Allowance of `200/- per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

## **XPLORE/ LEARNING INCENTIVES**

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

## **OTHER BENEFITS**

### **Health Insurance Scheme**

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:





## **1. Basic Cover**

i. Entitlement - Includes domiciliary expenses up to `6,000/- per insured person per annum and basic hospitalization expenses up to `2,00,000/- per insured person per annum.

ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

## **2. Higher Hospitalisation**

Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

i. Entitlement - You and your enrolled dependants will be entitled for `12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

## **Maternity Leave**

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother, may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

## **Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)**

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of `250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

## **Loans**

You will be eligible for loans, as per TCSL's loan policy.

## **Professional Memberships**

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.



## **RETIRALS**

### **Provident Fund**

You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

### **Gratuity**

You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

## **TERMS AND CONDITIONS**

### **1. Aggregate Percentage Requirements**

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

### **2. Pre requisites for Joining**

To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.





### **3. Training Period**

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

### **4. Working Hours**

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

### **5. Mobility**

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

### **6. Compensation Structure / Salary components**

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

### **7. Increments and Promotions**

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

### **8. Alternative Occupation / Employment**

Either during the period of your traineeship or during the period of your employment as a



confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

## **9. Confidentiality Agreement**

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

## **10. Service Agreement**

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL `50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

## **11. Work in SBWS mode**

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.

## **12. Overseas International Assignment Agreement**

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related



documents pertaining to the international assignment for which you are being placed. In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

### **13. Terms and Conditions**

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

### **14. TATA Code of Conduct**

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

### **15. Notice Period**

Upon your confirmation, this contract of employment is terminable by you by giving 90 days notice in writing to TCSL. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion.

Upon your confirmation, this contract of employment may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

It is understood, agreed and made abundantly clear herein that you shall have to necessarily work during the notice period given by TCSL under this clause, unless you are otherwise relieved by TCSL by giving you payment in lieu of notice.

Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by it at its own discretion having regard to the responsibilities shouldered by you while being in the employment of TCS.

### **16. Retirement**

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

### **17. Pre-employment Medical Certificate**

You are required to submit a Medical Certificate of Fitness (in the format prescribed by



TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

### 18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

### 19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining. If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

### 20. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)



- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :

\*There is no criminal offence registered/pending against you

\*There is no disciplinary case pending against you in the university

- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

\*PAN Card (Permanent Account Number)

\*Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)

\*Passport

\*NSR E-Card

## **21. TCS Xperience Program**

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

## **22. Letter of Appointment**

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

## **23. Rules and Regulations of the Company**

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from





time to time. The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

#### **24. Compliance to all clauses**

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

#### **25. Data Privacy Clause:**

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of overseas deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

**Withdrawal of Offer**

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

**For TATA Consultancy Services Limited**

**Girish V. Nandimath**  
**Global Head Talent Acquisition & AIP**



[Click here](#) or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary  
Annexure 2: List of TCS Xplore Centres  
Annexure 3: Confidentiality and IP Terms



## GROSS SALARY SHEET

Annexure 1

|                       |                                          |
|-----------------------|------------------------------------------|
| <b>Name</b>           | <b>M S<br/>Rahul</b>                     |
| <b>Designation</b>    | <b>Assistant System Engineer-Trainee</b> |
| <b>Institute Name</b> | <b>Others</b>                            |

Table 1: Compensation Details (All Components in INR)

| <b>Component Category</b>             | <b>Monthly</b> | <b>Annual</b>      |
|---------------------------------------|----------------|--------------------|
| <b>1) Fixed Compensation</b>          |                |                    |
| Basic Salary                          | 14,784         | 1,77,408           |
| Bouquet Of Benefits #                 | 7,646          | 91,752             |
| <b>2) Performance Pay**</b>           |                |                    |
| Monthly Performance Pay               | 1,700          | 20,400             |
| Quarterly Variable Allowance*         | 600            | 7,200              |
| <b>3) City Allowance</b>              | 200            | 2,400              |
| <b>4) Annual Components/Retirals</b>  |                |                    |
| Health Insurance***                   | NA             | 7,900              |
| Provident Fund                        | 1,774          | 21,289             |
| Gratuity                              | 711            | 8,533              |
| Total of Annual Components & Retirals | 2,485          | 37,722             |
| <b>TOTAL GROSS</b>                    | <b>27,415</b>  | <b>375000</b>      |
| <b>Xplore/ Learning Incentive****</b> |                | <b>Upto 60,000</b> |

# Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

\* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

\*\*The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

\*\*\* For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

\*\*\*\* Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

| <b>Component Category</b>        | <b>Monthly</b> | <b>Annual</b> |
|----------------------------------|----------------|---------------|
| House Rent Allowance             | 5,914          | 70,968        |
| Leave Travel Assistance          | 1,232          | 14,784        |
| Food Card                        | 500            | 6,000         |
| <b>GROSS BOUQUET OF BENEFITS</b> | <b>7,646</b>   | <b>91,752</b> |





## Annexure

|                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                       |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Ahmedabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Garima Park, IT/ITES SEZ, Plot # 41,<br>Gandhinagar - 382007                                                                                                                                                                                 | <b>Bangalore</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Gate 1, No 42, Think campus, Electronic City phase II,<br>Bangalore - 560100, Karnataka                                                                                           |
| <b>BUBANESHWAR</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Training Lab Venue: Barabati, IRC Block, Ground Floor,<br>Tata Consultancy Services Limited, (UNIT-II) - BARBATI<br>SEZ, IT/ITES - SPECIAL ECONOMIC ZONE (SEZ), PLOT NO.<br>35, CHANDAKA INDUSTRIAL ESTATE, PATIA,<br>Bhubaneswar - 751024 | <b>Chennai</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>415/21-24, Kumaran Nagar, Old Mahabalipuram Rd,<br>TNHB, Sholinganallur, Chennai, Tamil Nadu 600119                                                                                 |
| <b>DELHI – Gurgaon</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Block C, Kings Canyon, ASF Insignia, Gurgaon -<br>Faridabad Road, Gawal Pahari, Gurgaon - 122003,<br>Haryana                                                                                                                           | <b>DELHI – Noida</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. A-44 & A-45, Ground, 1st to 5th Floor & 10th<br>floor, Galaxy Business Park, Block - C & D, Sector - 62,<br>Noida - 201 309, UP                                      |
| <b>Guwahati</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>5th Floor, NEDFi House, G.S. Road, Dispur, Guwahati -<br>781006, Assam                                                                                                                                                                        | <b>Hyderabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Q City, Nanakramguda, Hyderabad                                                                                                                                                   |
| <b>INDORE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor,<br>Village Tigariya Badshah & Bada Bangarda, Tehsil<br>Hatod, Indore - 452018,<br>Madhya Pradesh                                                                                           | <b>KOLKATA</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Ecospace 1B building, 2nd Floor, Plot - IIF/12, New<br>Town, Rajarhat, Kolkata - 700160, West Bengal OR<br>Auditorium, 2nd Floor, Wanderers Building, Delta Park -<br>Lords |
| <b>KOCHI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>TCS centre, Infopark Road Infopark Campus, Infopark,<br>Kakkanad, Kerala 682042                                                                                                                                                                  | <b>MUMBAI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Yantra Park, Pokharan Road Number 2, TCS Approach<br>Rd, Thane, West, Thane, Maharashtra 400606                                                                                      |
| <b>NAGPUR</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,                                                                                                                                                                                         | <b>PUNE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park,<br>Hinjewadi Phase III, Pune - 411057, Maharashtra                                                                               |
| <b>Trivandrum</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Peepul Park, Technopark Campus, Kariyavattom P.O,<br>Trivandrum - 695581, India                                                                                                                                                             |                                                                                                                                                                                                                                                       |



## Annexure

### Confidentiality and IP Terms and Conditions

#### 1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.



## **2. Associate's Obligations**

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

## **3. Intellectual Property Rights**

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filing or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.



#### **4. Prior knowledge**

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

#### **5. Use of third party material**

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

#### **6. Security policies and Guidelines.**

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

#### **7. Working in SBWS Framework:**

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.





(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

## **8. Restriction on Associate's Rights**

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

## **9. No License**

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.



## 10. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

## 11. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay or omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.



(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.



**Offer: Computer Consultancy**

**Ref:**

**TCSL/DT202120218279526/Bangalore**

**Date: 26/11/2021**

Dear Ravi Sharma,

**Sub: Letter of Offer**

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade **Y**. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be **`375000/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year. Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &

**TCS Confidential**

**1**

**TATA CONSULTANCY SERVICES**

VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore 560 066 India

Tel: 91 80 6724 7000 Fax: 91 80 2841 0114 Website: [www.tcs.com](http://www.tcs.com)

Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021

TCS Careers Serviceline: 1800 209 3111 Email: [careers@tcs.com](mailto:careers@tcs.com)





Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

## **COMPENSATION AND BENEFITS**

### **BASIC SALARY**

You will be eligible for a basic salary of `14,784/- per month.

### **BOUQUET OF BENEFITS (BoB)**

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

#### **1. House Rent Allowance (HRA)**

Your HRA will be `5,914/- per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

#### **2. Leave Travel Allowance**

You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

#### **3. Food Card**

You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias. As per the Pre-Defined structure you will be eligible for a Food Card with an amount of `500/- being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.



## **PERFORMANCE PAY**

### **Monthly Performance Pay**

You will receive a monthly performance pay of `1,700/-. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

### **Quarterly Variable Allowance**

Your variable allowance will be `600/- per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

## **CITY ALLOWANCE**

You will be eligible for a City Allowance of `200/- per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

## **XPLORE/ LEARNING INCENTIVES**

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

## **OTHER BENEFITS**

### **Health Insurance Scheme**

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:



## **1. Basic Cover**

- i. Entitlement - Includes domiciliary expenses up to `6,000/- per insured person per annum and basic hospitalization expenses up to `2,00,000/- per insured person per annum.
- ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

## **2. Higher Hospitalisation**

Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

- i. Entitlement - You and your enrolled dependants will be entitled for `12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.
- ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

## **Maternity Leave**

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother, may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

## **Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)**

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of `250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

## **Loans**

You will be eligible for loans, as per TCSL's loan policy.

## **Professional Memberships**

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.



## **RETIRALS**

### **Provident Fund**

You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

### **Gratuity**

You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

## **TERMS AND CONDITIONS**

### **1. Aggregate Percentage Requirements**

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

### **2. Pre requisites for Joining**

To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.



### **3. Training Period**

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

### **4. Working Hours**

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

### **5. Mobility**

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

### **6. Compensation Structure / Salary components**

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

### **7. Increments and Promotions**

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

### **8. Alternative Occupation / Employment**

Either during the period of your traineeship or during the period of your employment as a





confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

## **9. Confidentiality Agreement**

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

## **10. Service Agreement**

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL `50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

## **11. Work in SBWS mode**

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.

## **12. Overseas International Assignment Agreement**

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related



documents pertaining to the international assignment for which you are being placed. In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

### **13. Terms and Conditions**

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

### **14. TATA Code of Conduct**

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

### **15. Notice Period**

Upon your confirmation, this contract of employment is terminable by you by giving 90 days notice in writing to TCSL. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion.

Upon your confirmation, this contract of employment may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

It is understood, agreed and made abundantly clear herein that you shall have to necessarily work during the notice period given by TCSL under this clause, unless you are otherwise relieved by TCSL by giving you payment in lieu of notice.

Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by it at its own discretion having regard to the responsibilities shouldered by you while being in the employment of TCS.

### **16. Retirement**

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

### **17. Pre-employment Medical Certificate**

You are required to submit a Medical Certificate of Fitness (in the format prescribed by



TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

### 18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

### 19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining. If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

### 20. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)





- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :

\*There is no criminal offence registered/pending against you

\*There is no disciplinary case pending against you in the university

- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

\*PAN Card (Permanent Account Number)

\*Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)

\*Passport

\*NSR E-Card

## **21. TCS Xperience Program**

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

## **22. Letter of Appointment**

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

## **23. Rules and Regulations of the Company**

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from



time to time. The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

#### **24. Compliance to all clauses**

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

#### **25. Data Privacy Clause:**

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of overseas deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

**Withdrawal of Offer**

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

**For TATA Consultancy Services Limited**

**Girish V. Nandimath**  
**Global Head Talent Acquisition & AIP**



[Click here](#) or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary  
Annexure 2: List of TCS Xplore Centres  
Annexure 3: Confidentiality and IP Terms



## GROSS SALARY SHEET

Annexure 1

|                       |                                          |
|-----------------------|------------------------------------------|
| <b>Name</b>           | <b>Ravi Sharma</b>                       |
| <b>Designation</b>    | <b>Assistant System Engineer-Trainee</b> |
| <b>Institute Name</b> | <b>Others</b>                            |

Table 1: Compensation Details (All Components in INR)

| <b>Component Category</b>             | <b>Monthly</b> | <b>Annual</b>      |
|---------------------------------------|----------------|--------------------|
| <b>1) Fixed Compensation</b>          |                |                    |
| Basic Salary                          | 14,784         | 1,77,408           |
| Bouquet Of Benefits #                 | 7,646          | 91,752             |
| <b>2) Performance Pay**</b>           |                |                    |
| Monthly Performance Pay               | 1,700          | 20,400             |
| Quarterly Variable Allowance*         | 600            | 7,200              |
| <b>3) City Allowance</b>              | 200            | 2,400              |
| <b>4) Annual Components/Retirals</b>  |                |                    |
| Health Insurance***                   | NA             | 7,900              |
| Provident Fund                        | 1,774          | 21,289             |
| Gratuity                              | 711            | 8,533              |
| Total of Annual Components & Retirals | 2,485          | 37,722             |
| <b>TOTAL GROSS</b>                    | <b>27,415</b>  | <b>375000</b>      |
| <b>Xplore/ Learning Incentive****</b> |                | <b>Upto 60,000</b> |

# Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

\* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

\*\*The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

\*\*\* For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

\*\*\*\* Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

| <b>Component Category</b>        | <b>Monthly</b> | <b>Annual</b> |
|----------------------------------|----------------|---------------|
| House Rent Allowance             | 5,914          | 70,968        |
| Leave Travel Assistance          | 1,232          | 14,784        |
| Food Card                        | 500            | 6,000         |
| <b>GROSS BOUQUET OF BENEFITS</b> | <b>7,646</b>   | <b>91,752</b> |





## Annexure

|                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                       |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Ahmedabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Garima Park, IT/ITES SEZ, Plot # 41,<br>Gandhinagar - 382007                                                                                                                                                                                 | <b>Bangalore</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Gate 1, No 42, Think campus, Electronic City phase II,<br>Bangalore - 560100, Karnataka                                                                                           |
| <b>BUBANESHWAR</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Training Lab Venue: Barabati, IRC Block, Ground Floor,<br>Tata Consultancy Services Limited, (UNIT-II) - BARBATI<br>SEZ, IT/ITES - SPECIAL ECONOMIC ZONE (SEZ), PLOT NO.<br>35, CHANDAKA INDUSTRIAL ESTATE, PATIA,<br>Bhubaneswar - 751024 | <b>Chennai</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>415/21-24, Kumaran Nagar, Old Mahabalipuram Rd,<br>TNHB, Sholinganallur, Chennai, Tamil Nadu 600119                                                                                 |
| <b>DELHI – Gurgaon</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Block C, Kings Canyon, ASF Insignia, Gurgaon -<br>Faridabad Road, Gawal Pahari, Gurgaon - 122003,<br>Haryana                                                                                                                           | <b>DELHI – Noida</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. A-44 & A-45, Ground, 1st to 5th Floor & 10th<br>floor, Galaxy Business Park, Block - C & D, Sector - 62,<br>Noida - 201 309, UP                                      |
| <b>Guwahati</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>5th Floor, NEDFi House, G.S. Road, Dispur, Guwahati -<br>781006, Assam                                                                                                                                                                        | <b>Hyderabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Q City, Nanakramguda, Hyderabad                                                                                                                                                   |
| <b>INDORE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor,<br>Village Tigariya Badshah & Bada Bangarda, Tehsil<br>Hatod, Indore - 452018,<br>Madhya Pradesh                                                                                           | <b>KOLKATA</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Ecospace 1B building, 2nd Floor, Plot - IIF/12, New<br>Town, Rajarhat, Kolkata - 700160, West Bengal OR<br>Auditorium, 2nd Floor, Wanderers Building, Delta Park -<br>Lords |
| <b>KOCHI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>TCS centre, Infopark Road Infopark Campus, Infopark,<br>Kakkanad, Kerala 682042                                                                                                                                                                  | <b>MUMBAI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Yantra Park, Pokharan Road Number 2, TCS Approach<br>Rd, Thane, West, Thane, Maharashtra 400606                                                                                      |
| <b>NAGPUR</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,                                                                                                                                                                                         | <b>PUNE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park,<br>Hinjewadi Phase III, Pune - 411057, Maharashtra                                                                               |
| <b>Trivandrum</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Peepul Park, Technopark Campus, Kariyavattom P.O,<br>Trivandrum - 695581, India                                                                                                                                                             |                                                                                                                                                                                                                                                       |



## Annexure

### Confidentiality and IP Terms and Conditions

#### 1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.



## **2. Associate's Obligations**

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

## **3. Intellectual Property Rights**

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filing or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.



#### **4. Prior knowledge**

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

#### **5. Use of third party material**

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

#### **6. Security policies and Guidelines.**

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

#### **7. Working in SBWS Framework:**

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.





(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

## **8. Restriction on Associate's Rights**

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

## **9. No License**

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.



## **10. Equitable Rights**

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

## **11. General**

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay or omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.



(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.



**Offer: Computer Consultancy**

**Ref:**

**TCSL/DT202120218279503/Bangalore**

**Date: 26/11/2021**

Dear Shivaraja,

**Sub: Letter of Offer**

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade **Y**. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be **`375000/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year. Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &

**TCS Confidential**

**1**

**TATA CONSULTANCY SERVICES**

VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore 560 066 India

Tel: 91 80 6724 7000 Fax: 91 80 2841 0114 Website: [www.tcs.com](http://www.tcs.com)

Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021

TCS Careers Serviceline: 1800 209 3111 Email: [careers@tcs.com](mailto:careers@tcs.com)



Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

## **COMPENSATION AND BENEFITS**

### **BASIC SALARY**

You will be eligible for a basic salary of `14,784/- per month.

### **BOUQUET OF BENEFITS (BoB)**

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

#### **1. House Rent Allowance (HRA)**

Your HRA will be `5,914/- per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

#### **2. Leave Travel Allowance**

You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

#### **3. Food Card**

You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias. As per the Pre-Defined structure you will be eligible for a Food Card with an amount of `500/- being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.



## **PERFORMANCE PAY**

### **Monthly Performance Pay**

You will receive a monthly performance pay of `1,700/-. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

### **Quarterly Variable Allowance**

Your variable allowance will be `600/- per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

## **CITY ALLOWANCE**

You will be eligible for a City Allowance of `200/- per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

## **XPLORE/ LEARNING INCENTIVES**

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

## **OTHER BENEFITS**

### **Health Insurance Scheme**

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:





## **1. Basic Cover**

i. Entitlement - Includes domiciliary expenses up to `6,000/- per insured person per annum and basic hospitalization expenses up to `2,00,000/- per insured person per annum.

ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

## **2. Higher Hospitalisation**

Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

i. Entitlement - You and your enrolled dependants will be entitled for `12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

## **Maternity Leave**

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother, may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

## **Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)**

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of `250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

## **Loans**

You will be eligible for loans, as per TCSL's loan policy.

## **Professional Memberships**

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.



## **RETIRALS**

### **Provident Fund**

You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

### **Gratuity**

You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

## **TERMS AND CONDITIONS**

### **1. Aggregate Percentage Requirements**

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

### **2. Pre requisites for Joining**

To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.





### **3. Training Period**

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

### **4. Working Hours**

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

### **5. Mobility**

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

### **6. Compensation Structure / Salary components**

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

### **7. Increments and Promotions**

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

### **8. Alternative Occupation / Employment**

Either during the period of your traineeship or during the period of your employment as a



confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

## **9. Confidentiality Agreement**

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

## **10. Service Agreement**

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL `50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

## **11. Work in SBWS mode**

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.

## **12. Overseas International Assignment Agreement**

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related



documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

### **13. Terms and Conditions**

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

### **14. TATA Code of Conduct**

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

### **15. Notice Period**

Upon your confirmation, this contract of employment is terminable by you by giving 90 days notice in writing to TCSL. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion.

Upon your confirmation, this contract of employment may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

It is understood, agreed and made abundantly clear herein that you shall have to necessarily work during the notice period given by TCSL under this clause, unless you are otherwise relieved by TCSL by giving you payment in lieu of notice.

Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by it at its own discretion having regard to the responsibilities shouldered by you while being in the employment of TCS.

### **16. Retirement**

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

### **17. Pre-employment Medical Certificate**

You are required to submit a Medical Certificate of Fitness (in the format prescribed by



TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

### 18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

### 19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining. If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

### 20. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)



- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :

\*There is no criminal offence registered/pending against you

\*There is no disciplinary case pending against you in the university

- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

\*PAN Card (Permanent Account Number)

\*Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)

\*Passport

\*NSR E-Card

## **21. TCS Xperience Program**

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

## **22. Letter of Appointment**

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

## **23. Rules and Regulations of the Company**

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from





time to time. The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

#### **24. Compliance to all clauses**

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

#### **25. Data Privacy Clause:**

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of overseas deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

**Withdrawal of Offer**

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

**For TATA Consultancy Services Limited**

**Girish V. Nandimath**  
**Global Head Talent Acquisition & AIP**



[Click here](#) or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary  
Annexure 2: List of TCS Xplore Centres  
Annexure 3: Confidentiality and IP Terms



## GROSS SALARY SHEET

Annexure 1

|                       |                                          |
|-----------------------|------------------------------------------|
| <b>Name</b>           | <b>Shivaraja</b>                         |
| <b>Designation</b>    | <b>Assistant System Engineer-Trainee</b> |
| <b>Institute Name</b> | <b>Others</b>                            |

Table 1: Compensation Details (All Components in INR)

| <b>Component Category</b>             | <b>Monthly</b> | <b>Annual</b>      |
|---------------------------------------|----------------|--------------------|
| <b>1) Fixed Compensation</b>          |                |                    |
| Basic Salary                          | 14,784         | 1,77,408           |
| Bouquet Of Benefits #                 | 7,646          | 91,752             |
| <b>2) Performance Pay**</b>           |                |                    |
| Monthly Performance Pay               | 1,700          | 20,400             |
| Quarterly Variable Allowance*         | 600            | 7,200              |
| <b>3) City Allowance</b>              | 200            | 2,400              |
| <b>4) Annual Components/Retirals</b>  |                |                    |
| Health Insurance***                   | NA             | 7,900              |
| Provident Fund                        | 1,774          | 21,289             |
| Gratuity                              | 711            | 8,533              |
| Total of Annual Components & Retirals | 2,485          | 37,722             |
| <b>TOTAL GROSS</b>                    | <b>27,415</b>  | <b>375000</b>      |
| <b>Xplore/ Learning Incentive****</b> |                | <b>Upto 60,000</b> |

# Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

\* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

\*\*The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

\*\*\* For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

\*\*\*\* Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

| <b>Component Category</b>        | <b>Monthly</b> | <b>Annual</b> |
|----------------------------------|----------------|---------------|
| House Rent Allowance             | 5,914          | 70,968        |
| Leave Travel Assistance          | 1,232          | 14,784        |
| Food Card                        | 500            | 6,000         |
| <b>GROSS BOUQUET OF BENEFITS</b> | <b>7,646</b>   | <b>91,752</b> |





## Annexure

|                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                       |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Ahmedabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Garima Park, IT/ITES SEZ, Plot # 41,<br>Gandhinagar - 382007                                                                                                                                                                                 | <b>Bangalore</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Gate 1, No 42, Think campus, Electronic City phase II,<br>Bangalore - 560100, Karnataka                                                                                           |
| <b>BUBANESHWAR</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Training Lab Venue: Barabati, IRC Block, Ground Floor,<br>Tata Consultancy Services Limited, (UNIT-II) - BARBATI<br>SEZ, IT/ITES - SPECIAL ECONOMIC ZONE (SEZ), PLOT NO.<br>35, CHANDAKA INDUSTRIAL ESTATE, PATIA,<br>Bhubaneswar - 751024 | <b>Chennai</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>415/21-24, Kumaran Nagar, Old Mahabalipuram Rd,<br>TNHB, Sholinganallur, Chennai, Tamil Nadu 600119                                                                                 |
| <b>DELHI – Gurgaon</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Block C, Kings Canyon, ASF Insignia, Gurgaon -<br>Faridabad Road, Gawal Pahari, Gurgaon - 122003,<br>Haryana                                                                                                                           | <b>DELHI – Noida</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. A-44 & A-45, Ground, 1st to 5th Floor & 10th<br>floor, Galaxy Business Park, Block - C & D, Sector - 62,<br>Noida - 201 309, UP                                      |
| <b>Guwahati</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>5th Floor, NEDFi House, G.S. Road, Dispur, Guwahati -<br>781006, Assam                                                                                                                                                                        | <b>Hyderabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Q City, Nanakramguda, Hyderabad                                                                                                                                                   |
| <b>INDORE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor,<br>Village Tigariya Badshah & Bada Bangarda, Tehsil<br>Hatod, Indore - 452018,<br>Madhya Pradesh                                                                                           | <b>KOLKATA</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Ecospace 1B building, 2nd Floor, Plot - IIF/12, New<br>Town, Rajarhat, Kolkata - 700160, West Bengal OR<br>Auditorium, 2nd Floor, Wanderers Building, Delta Park -<br>Lords |
| <b>KOCHI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>TCS centre, Infopark Road Infopark Campus, Infopark,<br>Kakkanad, Kerala 682042                                                                                                                                                                  | <b>MUMBAI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Yantra Park, Pokharan Road Number 2, TCS Approach<br>Rd, Thane, West, Thane, Maharashtra 400606                                                                                      |
| <b>NAGPUR</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,                                                                                                                                                                                         | <b>PUNE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park,<br>Hinjewadi Phase III, Pune - 411057, Maharashtra                                                                               |
| <b>Trivandrum</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Peepul Park, Technopark Campus, Kariyavattom P.O,<br>Trivandrum - 695581, India                                                                                                                                                             |                                                                                                                                                                                                                                                       |



## Annexure

### Confidentiality and IP Terms and Conditions

#### 1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.



## **2. Associate's Obligations**

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

## **3. Intellectual Property Rights**

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filing or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.



#### **4. Prior knowledge**

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

#### **5. Use of third party material**

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

#### **6. Security policies and Guidelines.**

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

#### **7. Working in SBWS Framework:**

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.





(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

## **8. Restriction on Associate's Rights**

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

## **9. No License**

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.



## 10. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

## 11. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay or omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.



(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.



**Offer: Computer Consultancy**

**Ref:**

**TCSL/DT202120218279504/Bangalore**

**Date: 26/11/2021**

Dear Siva Koti Reddy Yarrabolu,

**Sub: Letter of Offer**

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade **Y**. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be **`375000/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year. Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &

**TCS Confidential**

**1**

**TATA CONSULTANCY SERVICES**

VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore 560 066 India

Tel: 91 80 6724 7000 Fax: 91 80 2841 0114 Website: [www.tcs.com](http://www.tcs.com)

Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021

TCS Careers Serviceline: 1800 209 3111 Email: [careers@tcs.com](mailto:careers@tcs.com)





Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

## **COMPENSATION AND BENEFITS**

### **BASIC SALARY**

You will be eligible for a basic salary of `14,784/- per month.

### **BOUQUET OF BENEFITS (BoB)**

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

#### **1. House Rent Allowance (HRA)**

Your HRA will be `5,914/- per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

#### **2. Leave Travel Allowance**

You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

#### **3. Food Card**

You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias. As per the Pre-Defined structure you will be eligible for a Food Card with an amount of `500/- being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.



## **PERFORMANCE PAY**

### **Monthly Performance Pay**

You will receive a monthly performance pay of `1,700/-. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

### **Quarterly Variable Allowance**

Your variable allowance will be `600/- per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

## **CITY ALLOWANCE**

You will be eligible for a City Allowance of `200/- per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

## **XPLORE/ LEARNING INCENTIVES**

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

## **OTHER BENEFITS**

### **Health Insurance Scheme**

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:



## **1. Basic Cover**

i. Entitlement - Includes domiciliary expenses up to `6,000/- per insured person per annum and basic hospitalization expenses up to `2,00,000/- per insured person per annum.

ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

## **2. Higher Hospitalisation**

Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

i. Entitlement - You and your enrolled dependants will be entitled for `12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

## **Maternity Leave**

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother, may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

## **Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)**

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of `250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

## **Loans**

You will be eligible for loans, as per TCSL's loan policy.

## **Professional Memberships**

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.



## **RETIRALS**

### **Provident Fund**

You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

### **Gratuity**

You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

## **TERMS AND CONDITIONS**

### **1. Aggregate Percentage Requirements**

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

### **2. Pre requisites for Joining**

To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.



### **3. Training Period**

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

### **4. Working Hours**

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

### **5. Mobility**

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

### **6. Compensation Structure / Salary components**

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

### **7. Increments and Promotions**

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

### **8. Alternative Occupation / Employment**

Either during the period of your traineeship or during the period of your employment as a





confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

## **9. Confidentiality Agreement**

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

## **10. Service Agreement**

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL `50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

## **11. Work in SBWS mode**

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.

## **12. Overseas International Assignment Agreement**

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related



documents pertaining to the international assignment for which you are being placed. In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

### **13. Terms and Conditions**

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

### **14. TATA Code of Conduct**

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

### **15. Notice Period**

Upon your confirmation, this contract of employment is terminable by you by giving 90 days notice in writing to TCSL. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion.

Upon your confirmation, this contract of employment may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

It is understood, agreed and made abundantly clear herein that you shall have to necessarily work during the notice period given by TCSL under this clause, unless you are otherwise relieved by TCSL by giving you payment in lieu of notice.

Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by it at its own discretion having regard to the responsibilities shouldered by you while being in the employment of TCS.

### **16. Retirement**

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

### **17. Pre-employment Medical Certificate**

You are required to submit a Medical Certificate of Fitness (in the format prescribed by



TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

### 18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

### 19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining. If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

### 20. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)





- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :

\*There is no criminal offence registered/pending against you

\*There is no disciplinary case pending against you in the university

- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

\*PAN Card (Permanent Account Number)

\*Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)

\*Passport

\*NSR E-Card

## **21. TCS Xperience Program**

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

## **22. Letter of Appointment**

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

## **23. Rules and Regulations of the Company**

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from



time to time. The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

#### **24. Compliance to all clauses**

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

#### **25. Data Privacy Clause:**

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of overseas deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

**Withdrawal of Offer**

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

**For TATA Consultancy Services Limited**

**Girish V. Nandimath**  
**Global Head Talent Acquisition & AIP**



[Click here](#) or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary  
Annexure 2: List of TCS Xplore Centres  
Annexure 3: Confidentiality and IP Terms



## GROSS SALARY SHEET

Annexure 1

|                       |                                                   |
|-----------------------|---------------------------------------------------|
| <b>Name</b>           | <b>Siva<br/>Koti<br/>Reddy<br/>Yarrabo<br/>lu</b> |
| <b>Designation</b>    | <b>Assistant System Engineer-Trainee</b>          |
| <b>Institute Name</b> | <b>Others</b>                                     |

Table 1: Compensation Details (All Components in INR)

| <b>Component Category</b>             | <b>Monthly</b> | <b>Annual</b>      |
|---------------------------------------|----------------|--------------------|
| <b>1) Fixed Compensation</b>          |                |                    |
| Basic Salary                          | 14,784         | 1,77,408           |
| Bouquet Of Benefits #                 | 7,646          | 91,752             |
| <b>2) Performance Pay**</b>           |                |                    |
| Monthly Performance Pay               | 1,700          | 20,400             |
| Quarterly Variable Allowance*         | 600            | 7,200              |
| <b>3) City Allowance</b>              | 200            | 2,400              |
| <b>4) Annual Components/Retirals</b>  |                |                    |
| Health Insurance***                   | NA             | 7,900              |
| Provident Fund                        | 1,774          | 21,289             |
| Gratuity                              | 711            | 8,533              |
| Total of Annual Components & Retirals | 2,485          | 37,722             |
| <b>TOTAL GROSS</b>                    | <b>27,415</b>  | <b>375000</b>      |
| <b>Xplore/ Learning Incentive****</b> |                | <b>Upto 60,000</b> |

# Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

\* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

\*\*The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

\*\*\* For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

\*\*\*\* Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

| <b>Component Category</b>        | <b>Monthly</b> | <b>Annual</b> |
|----------------------------------|----------------|---------------|
| House Rent Allowance             | 5,914          | 70,968        |
| Leave Travel Assistance          | 1,232          | 14,784        |
| Food Card                        | 500            | 6,000         |
| <b>GROSS BOUQUET OF BENEFITS</b> | <b>7,646</b>   | <b>91,752</b> |

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**TATA CONSULTANCY SERVICES**

VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore 560 066 India

Tel: 91 80 6724 7000 Fax: 91 80 2841 0114 Website: www.tcs.com

Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021

TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com





## Annexure

|                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                       |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Ahmedabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Garima Park, IT/ITES SEZ, Plot # 41,<br>Gandhinagar - 382007                                                                                                                                                                                 | <b>Bangalore</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Gate 1, No 42, Think campus, Electronic City phase II,<br>Bangalore - 560100, Karnataka                                                                                           |
| <b>BUBANESHWAR</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Training Lab Venue: Barabati, IRC Block, Ground Floor,<br>Tata Consultancy Services Limited, (UNIT-II) - BARBATI<br>SEZ, IT/ITES - SPECIAL ECONOMIC ZONE (SEZ), PLOT NO.<br>35, CHANDAKA INDUSTRIAL ESTATE, PATIA,<br>Bhubaneswar - 751024 | <b>Chennai</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>415/21-24, Kumaran Nagar, Old Mahabalipuram Rd,<br>TNHB, Sholinganallur, Chennai, Tamil Nadu 600119                                                                                 |
| <b>DELHI – Gurgaon</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Block C, Kings Canyon, ASF Insignia, Gurgaon -<br>Faridabad Road, Gawal Pahari, Gurgaon - 122003,<br>Haryana                                                                                                                           | <b>DELHI – Noida</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. A-44 & A-45, Ground, 1st to 5th Floor & 10th<br>floor, Galaxy Business Park, Block - C & D, Sector - 62,<br>Noida - 201 309, UP                                      |
| <b>Guwahati</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>5th Floor, NEDFi House, G.S. Road, Dispur, Guwahati -<br>781006, Assam                                                                                                                                                                        | <b>Hyderabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Q City, Nanakramguda, Hyderabad                                                                                                                                                   |
| <b>INDORE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor,<br>Village Tigariya Badshah & Bada Bangarda, Tehsil<br>Hatod, Indore - 452018,<br>Madhya Pradesh                                                                                           | <b>KOLKATA</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Ecospace 1B building, 2nd Floor, Plot - IIF/12, New<br>Town, Rajarhat, Kolkata - 700160, West Bengal OR<br>Auditorium, 2nd Floor, Wanderers Building, Delta Park -<br>Lords |
| <b>KOCHI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>TCS centre, Infopark Road Infopark Campus, Infopark,<br>Kakkanad, Kerala 682042                                                                                                                                                                  | <b>MUMBAI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Yantra Park, Pokharan Road Number 2, TCS Approach<br>Rd, Thane, West, Thane, Maharashtra 400606                                                                                      |
| <b>NAGPUR</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,                                                                                                                                                                                         | <b>PUNE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park,<br>Hinjewadi Phase III, Pune - 411057, Maharashtra                                                                               |
| <b>Trivandrum</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Peepul Park, Technopark Campus, Kariyavattom P.O,<br>Trivandrum - 695581, India                                                                                                                                                             |                                                                                                                                                                                                                                                       |



## Annexure

### Confidentiality and IP Terms and Conditions

#### 1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.



## **2. Associate's Obligations**

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

## **3. Intellectual Property Rights**

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filing or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.



#### **4. Prior knowledge**

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

#### **5. Use of third party material**

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

#### **6. Security policies and Guidelines.**

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

#### **7. Working in SBWS Framework:**

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.





(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

## **8. Restriction on Associate's Rights**

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

## **9. No License**

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.



## **10. Equitable Rights**

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

## **11. General**

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay or omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.



(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.



**Offer: Computer Consultancy**

**Ref:**

**TCSL/DT202120218279507/Bangalore**

**Date: 26/11/2021**

Dear Yashaswini T S,

**Sub: Letter of Offer**

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade **Y**. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be **`375000/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year. Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &

**TCS Confidential**

**1**

**TATA CONSULTANCY SERVICES**

VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore 560 066 India

Tel: 91 80 6724 7000 Fax: 91 80 2841 0114 Website: [www.tcs.com](http://www.tcs.com)

Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021

TCS Careers Serviceline: 1800 209 3111 Email: [careers@tcs.com](mailto:careers@tcs.com)



Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

## **COMPENSATION AND BENEFITS**

### **BASIC SALARY**

You will be eligible for a basic salary of `14,784/- per month.

### **BOUQUET OF BENEFITS (BoB)**

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

#### **1. House Rent Allowance (HRA)**

Your HRA will be `5,914/- per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

#### **2. Leave Travel Allowance**

You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

#### **3. Food Card**

You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias. As per the Pre-Defined structure you will be eligible for a Food Card with an amount of `500/- being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.



## **PERFORMANCE PAY**

### **Monthly Performance Pay**

You will receive a monthly performance pay of `1,700/-. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

### **Quarterly Variable Allowance**

Your variable allowance will be `600/- per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

## **CITY ALLOWANCE**

You will be eligible for a City Allowance of `200/- per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

## **XPLORE/ LEARNING INCENTIVES**

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

## **OTHER BENEFITS**

### **Health Insurance Scheme**

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:





## **1. Basic Cover**

i. Entitlement - Includes domiciliary expenses up to `6,000/- per insured person per annum and basic hospitalization expenses up to `2,00,000/- per insured person per annum.

ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

## **2. Higher Hospitalisation**

Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

i. Entitlement - You and your enrolled dependants will be entitled for `12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

## **Maternity Leave**

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother, may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

## **Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)**

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of `250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

## **Loans**

You will be eligible for loans, as per TCSL's loan policy.

## **Professional Memberships**

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.



## **RETIRALS**

### **Provident Fund**

You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

### **Gratuity**

You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

## **TERMS AND CONDITIONS**

### **1. Aggregate Percentage Requirements**

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

### **2. Pre requisites for Joining**

To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.





### **3. Training Period**

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

### **4. Working Hours**

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

### **5. Mobility**

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

### **6. Compensation Structure / Salary components**

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

### **7. Increments and Promotions**

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

### **8. Alternative Occupation / Employment**

Either during the period of your traineeship or during the period of your employment as a



confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

## **9. Confidentiality Agreement**

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

## **10. Service Agreement**

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL `50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

## **11. Work in SBWS mode**

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.

## **12. Overseas International Assignment Agreement**

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related



documents pertaining to the international assignment for which you are being placed. In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

### **13. Terms and Conditions**

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

### **14. TATA Code of Conduct**

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

### **15. Notice Period**

Upon your confirmation, this contract of employment is terminable by you by giving 90 days notice in writing to TCSL. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion.

Upon your confirmation, this contract of employment may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

It is understood, agreed and made abundantly clear herein that you shall have to necessarily work during the notice period given by TCSL under this clause, unless you are otherwise relieved by TCSL by giving you payment in lieu of notice.

Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by it at its own discretion having regard to the responsibilities shouldered by you while being in the employment of TCS.

### **16. Retirement**

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

### **17. Pre-employment Medical Certificate**

You are required to submit a Medical Certificate of Fitness (in the format prescribed by



TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

### 18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

### 19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining. If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

### 20. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)



- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :

\*There is no criminal offence registered/pending against you

\*There is no disciplinary case pending against you in the university

- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

\*PAN Card (Permanent Account Number)

\*Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)

\*Passport

\*NSR E-Card

## **21. TCS Xperience Program**

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

## **22. Letter of Appointment**

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

## **23. Rules and Regulations of the Company**

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from





time to time. The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

#### **24. Compliance to all clauses**

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

#### **25. Data Privacy Clause:**

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of overseas deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

**Withdrawal of Offer**

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

**For TATA Consultancy Services Limited**

**Girish V. Nandimath**  
**Global Head Talent Acquisition & AIP**



[Click here](#) or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary  
Annexure 2: List of TCS Xplore Centres  
Annexure 3: Confidentiality and IP Terms



## GROSS SALARY SHEET

Annexure 1

|                       |                                          |
|-----------------------|------------------------------------------|
| <b>Name</b>           | <b>Yashaswini T S</b>                    |
| <b>Designation</b>    | <b>Assistant System Engineer-Trainee</b> |
| <b>Institute Name</b> | <b>Others</b>                            |

Table 1: Compensation Details (All Components in INR)

| <b>Component Category</b>             | <b>Monthly</b> | <b>Annual</b>      |
|---------------------------------------|----------------|--------------------|
| <b>1) Fixed Compensation</b>          |                |                    |
| Basic Salary                          | 14,784         | 1,77,408           |
| Bouquet Of Benefits #                 | 7,646          | 91,752             |
| <b>2) Performance Pay**</b>           |                |                    |
| Monthly Performance Pay               | 1,700          | 20,400             |
| Quarterly Variable Allowance*         | 600            | 7,200              |
| <b>3) City Allowance</b>              | 200            | 2,400              |
| <b>4) Annual Components/Retirals</b>  |                |                    |
| Health Insurance***                   | NA             | 7,900              |
| Provident Fund                        | 1,774          | 21,289             |
| Gratuity                              | 711            | 8,533              |
| Total of Annual Components & Retirals | 2,485          | 37,722             |
| <b>TOTAL GROSS</b>                    | <b>27,415</b>  | <b>375000</b>      |
| <b>Xplore/ Learning Incentive****</b> |                | <b>Upto 60,000</b> |

# Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

\* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

\*\*The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

\*\*\* For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

\*\*\*\* Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

| <b>Component Category</b>        | <b>Monthly</b> | <b>Annual</b> |
|----------------------------------|----------------|---------------|
| House Rent Allowance             | 5,914          | 70,968        |
| Leave Travel Assistance          | 1,232          | 14,784        |
| Food Card                        | 500            | 6,000         |
| <b>GROSS BOUQUET OF BENEFITS</b> | <b>7,646</b>   | <b>91,752</b> |





## Annexure

|                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                       |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Ahmedabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Garima Park, IT/ITES SEZ, Plot # 41,<br>Gandhinagar - 382007                                                                                                                                                                                 | <b>Bangalore</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Gate 1, No 42, Think campus, Electronic City phase II,<br>Bangalore - 560100, Karnataka                                                                                           |
| <b>BUBANESHWAR</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Training Lab Venue: Barabati, IRC Block, Ground Floor,<br>Tata Consultancy Services Limited, (UNIT-II) - BARBATI<br>SEZ, IT/ITES - SPECIAL ECONOMIC ZONE (SEZ), PLOT NO.<br>35, CHANDAKA INDUSTRIAL ESTATE, PATIA,<br>Bhubaneswar - 751024 | <b>Chennai</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>415/21-24, Kumaran Nagar, Old Mahabalipuram Rd,<br>TNHB, Sholinganallur, Chennai, Tamil Nadu 600119                                                                                 |
| <b>DELHI – Gurgaon</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Block C, Kings Canyon, ASF Insignia, Gurgaon -<br>Faridabad Road, Gawal Pahari, Gurgaon - 122003,<br>Haryana                                                                                                                           | <b>DELHI – Noida</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. A-44 & A-45, Ground, 1st to 5th Floor & 10th<br>floor, Galaxy Business Park, Block - C & D, Sector - 62,<br>Noida - 201 309, UP                                      |
| <b>Guwahati</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>5th Floor, NEDFi House, G.S. Road, Dispur, Guwahati -<br>781006, Assam                                                                                                                                                                        | <b>Hyderabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Q City, Nanakramguda, Hyderabad                                                                                                                                                   |
| <b>INDORE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor,<br>Village Tigariya Badshah & Bada Bangarda, Tehsil<br>Hatod, Indore - 452018,<br>Madhya Pradesh                                                                                           | <b>KOLKATA</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Ecospace 1B building, 2nd Floor, Plot - IIF/12, New<br>Town, Rajarhat, Kolkata - 700160, West Bengal OR<br>Auditorium, 2nd Floor, Wanderers Building, Delta Park -<br>Lords |
| <b>KOCHI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>TCS centre, Infopark Road Infopark Campus, Infopark,<br>Kakkanad, Kerala 682042                                                                                                                                                                  | <b>MUMBAI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Yantra Park, Pokharan Road Number 2, TCS Approach<br>Rd, Thane, West, Thane, Maharashtra 400606                                                                                      |
| <b>NAGPUR</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,                                                                                                                                                                                         | <b>PUNE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park,<br>Hinjewadi Phase III, Pune - 411057, Maharashtra                                                                               |
| <b>Trivandrum</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Peepul Park, Technopark Campus, Kariyavattom P.O,<br>Trivandrum - 695581, India                                                                                                                                                             |                                                                                                                                                                                                                                                       |



## Annexure

### Confidentiality and IP Terms and Conditions

#### 1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.



## **2. Associate's Obligations**

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

## **3. Intellectual Property Rights**

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filing or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.



#### **4. Prior knowledge**

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

#### **5. Use of third party material**

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

#### **6. Security policies and Guidelines.**

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

#### **7. Working in SBWS Framework:**

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.





(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

## **8. Restriction on Associate's Rights**

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

## **9. No License**

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.



## 10. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

## 11. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay or omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.



(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.



**Offer: Computer Consultancy**

**Ref:**

**TCSL/DT202120218279514/Bangalore**

**Date: 26/11/2021**

Dear Abishek M,

**Sub: Letter of Offer**

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade **Y**. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be **`375000/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year. Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &

**TCS Confidential**

**1**

**TATA CONSULTANCY SERVICES**

VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore 560 066 India

Tel: 91 80 6724 7000 Fax: 91 80 2841 0114 Website: [www.tcs.com](http://www.tcs.com)

Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021

TCS Careers Serviceline: 1800 209 3111 Email: [careers@tcs.com](mailto:careers@tcs.com)





Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

## **COMPENSATION AND BENEFITS**

### **BASIC SALARY**

You will be eligible for a basic salary of `14,784/- per month.

### **BOUQUET OF BENEFITS (BoB)**

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

#### **1. House Rent Allowance (HRA)**

Your HRA will be `5,914/- per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

#### **2. Leave Travel Allowance**

You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

#### **3. Food Card**

You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias. As per the Pre-Defined structure you will be eligible for a Food Card with an amount of `500/- being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.



## **PERFORMANCE PAY**

### **Monthly Performance Pay**

You will receive a monthly performance pay of `1,700/-. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

### **Quarterly Variable Allowance**

Your variable allowance will be `600/- per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

## **CITY ALLOWANCE**

You will be eligible for a City Allowance of `200/- per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

## **XPLORE/ LEARNING INCENTIVES**

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

## **OTHER BENEFITS**

### **Health Insurance Scheme**

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:



## **1. Basic Cover**

i. Entitlement - Includes domiciliary expenses up to `6,000/- per insured person per annum and basic hospitalization expenses up to `2,00,000/- per insured person per annum.

ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

## **2. Higher Hospitalisation**

Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

i. Entitlement - You and your enrolled dependants will be entitled for `12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

## **Maternity Leave**

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother, may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

## **Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)**

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of `250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

## **Loans**

You will be eligible for loans, as per TCSL's loan policy.

## **Professional Memberships**

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.



## **RETIRALS**

### **Provident Fund**

You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

### **Gratuity**

You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

## **TERMS AND CONDITIONS**

### **1. Aggregate Percentage Requirements**

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

### **2. Pre requisites for Joining**

To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.



### **3. Training Period**

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

### **4. Working Hours**

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

### **5. Mobility**

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

### **6. Compensation Structure / Salary components**

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

### **7. Increments and Promotions**

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

### **8. Alternative Occupation / Employment**

Either during the period of your traineeship or during the period of your employment as a





confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

## **9. Confidentiality Agreement**

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

## **10. Service Agreement**

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL `50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

## **11. Work in SBWS mode**

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.

## **12. Overseas International Assignment Agreement**

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related



documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

### **13. Terms and Conditions**

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

### **14. TATA Code of Conduct**

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

### **15. Notice Period**

Upon your confirmation, this contract of employment is terminable by you by giving 90 days notice in writing to TCSL. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion.

Upon your confirmation, this contract of employment may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

It is understood, agreed and made abundantly clear herein that you shall have to necessarily work during the notice period given by TCSL under this clause, unless you are otherwise relieved by TCSL by giving you payment in lieu of notice.

Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by it at its own discretion having regard to the responsibilities shouldered by you while being in the employment of TCS.

### **16. Retirement**

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

### **17. Pre-employment Medical Certificate**

You are required to submit a Medical Certificate of Fitness (in the format prescribed by



TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

### 18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

### 19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining. If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

### 20. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)





- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :

\*There is no criminal offence registered/pending against you

\*There is no disciplinary case pending against you in the university

- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

\*PAN Card (Permanent Account Number)

\*Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)

\*Passport

\*NSR E-Card

## **21. TCS Xperience Program**

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

## **22. Letter of Appointment**

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

## **23. Rules and Regulations of the Company**

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from



time to time. The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

#### **24. Compliance to all clauses**

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

#### **25. Data Privacy Clause:**

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of overseas deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

**Withdrawal of Offer**

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

**For TATA Consultancy Services Limited**

**Girish V. Nandimath**  
**Global Head Talent Acquisition & AIP**



[Click here](#) or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary  
Annexure 2: List of TCS Xplore Centres  
Annexure 3: Confidentiality and IP Terms



## GROSS SALARY SHEET

Annexure 1

|                       |                                          |
|-----------------------|------------------------------------------|
| <b>Name</b>           | <b>Abishek M</b>                         |
| <b>Designation</b>    | <b>Assistant System Engineer-Trainee</b> |
| <b>Institute Name</b> | <b>Others</b>                            |

Table 1: Compensation Details (All Components in INR)

| <b>Component Category</b>             | <b>Monthly</b> | <b>Annual</b>      |
|---------------------------------------|----------------|--------------------|
| <b>1) Fixed Compensation</b>          |                |                    |
| Basic Salary                          | 14,784         | 1,77,408           |
| Bouquet Of Benefits #                 | 7,646          | 91,752             |
| <b>2) Performance Pay**</b>           |                |                    |
| Monthly Performance Pay               | 1,700          | 20,400             |
| Quarterly Variable Allowance*         | 600            | 7,200              |
| <b>3) City Allowance</b>              | 200            | 2,400              |
| <b>4) Annual Components/Retirals</b>  |                |                    |
| Health Insurance***                   | NA             | 7,900              |
| Provident Fund                        | 1,774          | 21,289             |
| Gratuity                              | 711            | 8,533              |
| Total of Annual Components & Retirals | 2,485          | 37,722             |
| <b>TOTAL GROSS</b>                    | <b>27,415</b>  | <b>375000</b>      |
| <b>Xplore/ Learning Incentive****</b> |                | <b>Upto 60,000</b> |

# Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

\* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

\*\*The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

\*\*\* For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

\*\*\*\* Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

| <b>Component Category</b>        | <b>Monthly</b> | <b>Annual</b> |
|----------------------------------|----------------|---------------|
| House Rent Allowance             | 5,914          | 70,968        |
| Leave Travel Assistance          | 1,232          | 14,784        |
| Food Card                        | 500            | 6,000         |
| <b>GROSS BOUQUET OF BENEFITS</b> | <b>7,646</b>   | <b>91,752</b> |





## Annexure

|                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                       |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Ahmedabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Garima Park, IT/ITES SEZ, Plot # 41,<br>Gandhinagar - 382007                                                                                                                                                                                 | <b>Bangalore</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Gate 1, No 42, Think campus, Electronic City phase II,<br>Bangalore - 560100, Karnataka                                                                                           |
| <b>BUBANESHWAR</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Training Lab Venue: Barabati, IRC Block, Ground Floor,<br>Tata Consultancy Services Limited, (UNIT-II) - BARBATI<br>SEZ, IT/ITES - SPECIAL ECONOMIC ZONE (SEZ), PLOT NO.<br>35, CHANDAKA INDUSTRIAL ESTATE, PATIA,<br>Bhubaneswar - 751024 | <b>Chennai</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>415/21-24, Kumaran Nagar, Old Mahabalipuram Rd,<br>TNHB, Sholinganallur, Chennai, Tamil Nadu 600119                                                                                 |
| <b>DELHI – Gurgaon</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Block C, Kings Canyon, ASF Insignia, Gurgaon -<br>Faridabad Road, Gawal Pahari, Gurgaon - 122003,<br>Haryana                                                                                                                           | <b>DELHI – Noida</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. A-44 & A-45, Ground, 1st to 5th Floor & 10th<br>floor, Galaxy Business Park, Block - C & D, Sector - 62,<br>Noida - 201 309, UP                                      |
| <b>Guwahati</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>5th Floor, NEDFi House, G.S. Road, Dispur, Guwahati -<br>781006, Assam                                                                                                                                                                        | <b>Hyderabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Q City, Nanakramguda, Hyderabad                                                                                                                                                   |
| <b>INDORE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor,<br>Village Tigariya Badshah & Bada Bangarda, Tehsil<br>Hatod, Indore - 452018,<br>Madhya Pradesh                                                                                           | <b>KOLKATA</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Ecospace 1B building, 2nd Floor, Plot - IIF/12, New<br>Town, Rajarhat, Kolkata - 700160, West Bengal OR<br>Auditorium, 2nd Floor, Wanderers Building, Delta Park -<br>Lords |
| <b>KOCHI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>TCS centre, Infopark Road Infopark Campus, Infopark,<br>Kakkanad, Kerala 682042                                                                                                                                                                  | <b>MUMBAI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Yantra Park, Pokharan Road Number 2, TCS Approach<br>Rd, Thane, West, Thane, Maharashtra 400606                                                                                      |
| <b>NAGPUR</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,                                                                                                                                                                                         | <b>PUNE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park,<br>Hinjewadi Phase III, Pune - 411057, Maharashtra                                                                               |
| <b>Trivandrum</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Peepul Park, Technopark Campus, Kariyavattom P.O,<br>Trivandrum - 695581, India                                                                                                                                                             |                                                                                                                                                                                                                                                       |



## Annexure

### Confidentiality and IP Terms and Conditions

#### 1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.



## **2. Associate's Obligations**

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

## **3. Intellectual Property Rights**

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filing or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.



#### **4. Prior knowledge**

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

#### **5. Use of third party material**

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

#### **6. Security policies and Guidelines.**

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

#### **7. Working in SBWS Framework:**

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.





(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

## **8. Restriction on Associate's Rights**

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

## **9. No License**

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.



## 10. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

## 11. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay or omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.



(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.



**Offer: Computer Consultancy**

**Ref:**

**TCSL/DT202120218279519/Bangalore**

**Date: 26/11/2021**

Dear Aishwarya,

**Sub: Letter of Offer**

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade **Y**. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be **`375000/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year. Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &

**TCS Confidential**

**1**

**TATA CONSULTANCY SERVICES**

VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore 560 066 India

Tel: 91 80 6724 7000 Fax: 91 80 2841 0114 Website: [www.tcs.com](http://www.tcs.com)

Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021

TCS Careers Serviceline: 1800 209 3111 Email: [careers@tcs.com](mailto:careers@tcs.com)



Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

## **COMPENSATION AND BENEFITS**

### **BASIC SALARY**

You will be eligible for a basic salary of `14,784/- per month.

### **BOUQUET OF BENEFITS (BoB)**

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

#### **1. House Rent Allowance (HRA)**

Your HRA will be `5,914/- per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

#### **2. Leave Travel Allowance**

You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

#### **3. Food Card**

You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias. As per the Pre-Defined structure you will be eligible for a Food Card with an amount of `500/- being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.



## **PERFORMANCE PAY**

### **Monthly Performance Pay**

You will receive a monthly performance pay of `1,700/-. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

### **Quarterly Variable Allowance**

Your variable allowance will be `600/- per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

## **CITY ALLOWANCE**

You will be eligible for a City Allowance of `200/- per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

## **XPLORE/ LEARNING INCENTIVES**

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

## **OTHER BENEFITS**

### **Health Insurance Scheme**

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:





## **1. Basic Cover**

- i. Entitlement - Includes domiciliary expenses up to `6,000/- per insured person per annum and basic hospitalization expenses up to `2,00,000/- per insured person per annum.
- ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

## **2. Higher Hospitalisation**

Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

- i. Entitlement - You and your enrolled dependants will be entitled for `12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.
- ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

## **Maternity Leave**

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother, may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

## **Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)**

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of `250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

## **Loans**

You will be eligible for loans, as per TCSL's loan policy.

## **Professional Memberships**

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.



## **RETIRALS**

### **Provident Fund**

You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

### **Gratuity**

You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

## **TERMS AND CONDITIONS**

### **1. Aggregate Percentage Requirements**

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

### **2. Pre requisites for Joining**

To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.





### **3. Training Period**

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

### **4. Working Hours**

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

### **5. Mobility**

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

### **6. Compensation Structure / Salary components**

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

### **7. Increments and Promotions**

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

### **8. Alternative Occupation / Employment**

Either during the period of your traineeship or during the period of your employment as a



confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

## **9. Confidentiality Agreement**

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

## **10. Service Agreement**

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL `50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

## **11. Work in SBWS mode**

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.

## **12. Overseas International Assignment Agreement**

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related



documents pertaining to the international assignment for which you are being placed. In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

### **13. Terms and Conditions**

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

### **14. TATA Code of Conduct**

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

### **15. Notice Period**

Upon your confirmation, this contract of employment is terminable by you by giving 90 days notice in writing to TCSL. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion.

Upon your confirmation, this contract of employment may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

It is understood, agreed and made abundantly clear herein that you shall have to necessarily work during the notice period given by TCSL under this clause, unless you are otherwise relieved by TCSL by giving you payment in lieu of notice.

Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by it at its own discretion having regard to the responsibilities shouldered by you while being in the employment of TCS.

### **16. Retirement**

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

### **17. Pre-employment Medical Certificate**

You are required to submit a Medical Certificate of Fitness (in the format prescribed by



TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

### 18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

### 19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining. If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

### 20. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)



- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :

\*There is no criminal offence registered/pending against you

\*There is no disciplinary case pending against you in the university

- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

\*PAN Card (Permanent Account Number)

\*Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)

\*Passport

\*NSR E-Card

## **21. TCS Xperience Program**

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

## **22. Letter of Appointment**

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

## **23. Rules and Regulations of the Company**

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from





time to time. The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

#### **24. Compliance to all clauses**

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

#### **25. Data Privacy Clause:**

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of overseas deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

**Withdrawal of Offer**

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

**For TATA Consultancy Services Limited**

**Girish V. Nandimath**  
**Global Head Talent Acquisition & AIP**



[Click here](#) or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary  
Annexure 2: List of TCS Xplore Centres  
Annexure 3: Confidentiality and IP Terms



## GROSS SALARY SHEET

Annexure 1

|                       |                                          |
|-----------------------|------------------------------------------|
| <b>Name</b>           | <b>Aishwar ya</b>                        |
| <b>Designation</b>    | <b>Assistant System Engineer-Trainee</b> |
| <b>Institute Name</b> | <b>Others</b>                            |

Table 1: Compensation Details (All Components in INR)

| <b>Component Category</b>             | <b>Monthly</b> | <b>Annual</b>      |
|---------------------------------------|----------------|--------------------|
| <b>1) Fixed Compensation</b>          |                |                    |
| Basic Salary                          | 14,784         | 1,77,408           |
| Bouquet Of Benefits #                 | 7,646          | 91,752             |
| <b>2) Performance Pay**</b>           |                |                    |
| Monthly Performance Pay               | 1,700          | 20,400             |
| Quarterly Variable Allowance*         | 600            | 7,200              |
| <b>3) City Allowance</b>              | 200            | 2,400              |
| <b>4) Annual Components/Retirals</b>  |                |                    |
| Health Insurance***                   | NA             | 7,900              |
| Provident Fund                        | 1,774          | 21,289             |
| Gratuity                              | 711            | 8,533              |
| Total of Annual Components & Retirals | 2,485          | 37,722             |
| <b>TOTAL GROSS</b>                    | <b>27,415</b>  | <b>375000</b>      |
| <b>Xplore/ Learning Incentive****</b> |                | <b>Upto 60,000</b> |

# Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

\* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

\*\*The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

\*\*\* For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

\*\*\*\* Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

| <b>Component Category</b>        | <b>Monthly</b> | <b>Annual</b> |
|----------------------------------|----------------|---------------|
| House Rent Allowance             | 5,914          | 70,968        |
| Leave Travel Assistance          | 1,232          | 14,784        |
| Food Card                        | 500            | 6,000         |
| <b>GROSS BOUQUET OF BENEFITS</b> | <b>7,646</b>   | <b>91,752</b> |





## Annexure

|                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                       |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Ahmedabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Garima Park, IT/ITES SEZ, Plot # 41,<br>Gandhinagar - 382007                                                                                                                                                                                 | <b>Bangalore</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Gate 1, No 42, Think campus, Electronic City phase II,<br>Bangalore - 560100, Karnataka                                                                                           |
| <b>BUBANESHWAR</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Training Lab Venue: Barabati, IRC Block, Ground Floor,<br>Tata Consultancy Services Limited, (UNIT-II) - BARBATI<br>SEZ, IT/ITES - SPECIAL ECONOMIC ZONE (SEZ), PLOT NO.<br>35, CHANDAKA INDUSTRIAL ESTATE, PATIA,<br>Bhubaneswar - 751024 | <b>Chennai</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>415/21-24, Kumaran Nagar, Old Mahabalipuram Rd,<br>TNHB, Sholinganallur, Chennai, Tamil Nadu 600119                                                                                 |
| <b>DELHI – Gurgaon</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Block C, Kings Canyon, ASF Insignia, Gurgaon -<br>Faridabad Road, Gawal Pahari, Gurgaon - 122003,<br>Haryana                                                                                                                           | <b>DELHI – Noida</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. A-44 & A-45, Ground, 1st to 5th Floor & 10th<br>floor, Galaxy Business Park, Block - C & D, Sector - 62,<br>Noida - 201 309, UP                                      |
| <b>Guwahati</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>5th Floor, NEDFi House, G.S. Road, Dispur, Guwahati -<br>781006, Assam                                                                                                                                                                        | <b>Hyderabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Q City, Nanakramguda, Hyderabad                                                                                                                                                   |
| <b>INDORE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor,<br>Village Tigariya Badshah & Bada Bangarda, Tehsil<br>Hatod, Indore - 452018,<br>Madhya Pradesh                                                                                           | <b>KOLKATA</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Ecospace 1B building, 2nd Floor, Plot - IIF/12, New<br>Town, Rajarhat, Kolkata - 700160, West Bengal OR<br>Auditorium, 2nd Floor, Wanderers Building, Delta Park -<br>Lords |
| <b>KOCHI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>TCS centre, Infopark Road Infopark Campus, Infopark,<br>Kakkanad, Kerala 682042                                                                                                                                                                  | <b>MUMBAI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Yantra Park, Pokharan Road Number 2, TCS Approach<br>Rd, Thane, West, Thane, Maharashtra 400606                                                                                      |
| <b>NAGPUR</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,                                                                                                                                                                                         | <b>PUNE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park,<br>Hinjewadi Phase III, Pune - 411057, Maharashtra                                                                               |
| <b>Trivandrum</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Peepul Park, Technopark Campus, Kariyavattom P.O,<br>Trivandrum - 695581, India                                                                                                                                                             |                                                                                                                                                                                                                                                       |



## Annexure

### Confidentiality and IP Terms and Conditions

#### 1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.



## **2. Associate's Obligations**

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

## **3. Intellectual Property Rights**

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filing or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.



#### **4. Prior knowledge**

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

#### **5. Use of third party material**

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

#### **6. Security policies and Guidelines.**

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

#### **7. Working in SBWS Framework:**

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.





(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

## **8. Restriction on Associate's Rights**

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

## **9. No License**

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.



## 10. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

## 11. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay or omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.



(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.



## Offer: Computer Consultancy

Dear ANAND J J,

### Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade **Y**. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be **₹350000/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year. Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &





Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

## **COMPENSATION AND BENEFITS**

### **BASIC SALARY**

You will be eligible for a basic salary of ₹14,784/- per month.

### **BOUQUET OF BENEFITS (BoB)**

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

#### **1. House Rent Allowance (HRA)**

Your HRA will be ₹5,914/- per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

#### **2. Leave Travel Allowance**

You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

#### **3. Food Card**

You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias. As per the Pre-Defined structure you will be eligible for a Food Card with an amount of ₹500/- being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.



## **PERFORMANCE PAY**

### **Monthly Performance Pay**

You will receive a monthly performance pay of ₹1,700/-. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

### **Quarterly Variable Allowance**

Your variable allowance will be ₹600/- per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

## **CITY ALLOWANCE**

You will be eligible for a City Allowance of ₹200/- per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

## **XPLORE/ LEARNING INCENTIVES**

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

## **OTHER BENEFITS**

### **Health Insurance Scheme**

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:



## **1. Basic Cover**

- i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.
- ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

## **2. Higher Hospitalisation**

Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

- i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.
- ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

## **Maternity Leave**

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother, may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

## **Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)**

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

## **Loans**

You will be eligible for loans, as per TCSL's loan policy.

## **Professional Memberships**

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.



## **RETIRALS**

### **Provident Fund**

You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

### **Gratuity**

You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

## **TERMS AND CONDITIONS**

### **1. Aggregate Percentage Requirements**

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

### **2. Pre requisites for Joining**

To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.



### **3. Training Period**

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

### **4. Working Hours**

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

### **5. Mobility**

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

### **6. Compensation Structure / Salary components**

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

### **7. Increments and Promotions**

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

### **8. Alternative Occupation / Employment**

Either during the period of your traineeship or during the period of your employment as a





confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

## **9. Confidentiality Agreement**

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

## **10. Service Agreement**

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

## **11. Work in SBWS mode**

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.

## **12. Overseas International Assignment Agreement**

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related



documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

### **13. Terms and Conditions**

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

### **14. TATA Code of Conduct**

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

### **15. Notice Period**

Upon your confirmation, this contract of employment is terminable by you by giving 90 days notice in writing to TCSL. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion.

Upon your confirmation, this contract of employment may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

It is understood, agreed and made abundantly clear herein that you shall have to necessarily work during the notice period given by TCSL under this clause, unless you are otherwise relieved by TCSL by giving you payment in lieu of notice.

Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by it at its own discretion having regard to the responsibilities shouldered by you while being in the employment of TCS.

### **16. Retirement**

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

### **17. Pre-employment Medical Certificate**

You are required to submit a Medical Certificate of Fitness (in the format prescribed by



TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

## 18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

## 19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining. If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

## 20. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)





- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :

\*There is no criminal offence registered/pending against you

\*There is no disciplinary case pending against you in the university

- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

\*PAN Card (Permanent Account Number)

\*Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)

\*Passport

\*NSR E-Card

## **21. TCS Xperience Program**

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

## **22. Letter of Appointment**

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

## **23. Rules and Regulations of the Company**

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from



time to time. The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

## **24. Compliance to all clauses**

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

## **25. Data Privacy Clause:**

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of overseas deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

**Withdrawal of Offer**

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

**For TATA Consultancy Services Limited**

**Girish V. Nandimath**  
**Global Head Talent Acquisition & AIP**



[Click here](#) or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary  
Annexure 2: List of TCS Xplore Centres  
Annexure 3: Confidentiality and IP Terms



## GROSS SALARY SHEET

Annexure 1

|                       |                                          |
|-----------------------|------------------------------------------|
| <b>Name</b>           | <b>ANAND J J</b>                         |
| <b>Designation</b>    | <b>Assistant System Engineer-Trainee</b> |
| <b>Institute Name</b> | <b>Others</b>                            |

Table 1: Compensation Details (All Components in INR)

| <b>Component Category</b>             | <b>Monthly</b> | <b>Annual</b> |
|---------------------------------------|----------------|---------------|
| <b>1) Fixed Compensation</b>          |                |               |
| Basic Salary                          | 14,784         | 1,77,408      |
| Bouquet Of Benefits #                 | 7,646          | 91,752        |
| <b>2) Performance Pay**</b>           |                |               |
| Monthly Performance Pay               | 1,700          | 20,400        |
| Quarterly Variable Allowance*         | 600            | 7,200         |
| <b>3) City Allowance</b>              | 200            | 2,400         |
| <b>4) Annual Components/Retirals</b>  |                |               |
| Health Insurance***                   | NA             | 7,900         |
| Provident Fund                        | 1,774          | 21,289        |
| Gratuity                              | 711            | 8,533         |
| Total of Annual Components & Retirals | 2,485          | 37,722        |
| <b>TOTAL GROSS</b>                    | 27,415         | 350000        |
| <b>Xplore/ Learning Incentive****</b> |                | Upto 60,000   |

# Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

\* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

\*\*The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

\*\*\* For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

\*\*\*\* Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

| <b>Component Category</b>        | <b>Monthly</b> | <b>Annual</b> |
|----------------------------------|----------------|---------------|
| House Rent Allowance             | 5,914          | 70,968        |
| Leave Travel Assistance          | 1,232          | 14,784        |
| Food Card                        | 500            | 6,000         |
| <b>GROSS BOUQUET OF BENEFITS</b> | 7,646          | 91,752        |





## Annexure 2

|                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                       |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Ahmedabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Garima Park, IT/ITES SEZ, Plot # 41,<br>Gandhinagar - 382007                                                                                                                                                                               | <b>Bangalore</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Gate 1, No 42, Think campus, Electronic City phase II,<br>Bangalore - 560100, Karnataka                                                                                           |
| <b>BUBANESHWAR</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Training Lab Venue: Barabati, IRC Block, Ground Floor,<br>Tata Consultancy Services Limited, (UNIT-II) - BARBATI<br>SEZ, IT/ITES SPECIAL ECONOMIC ZONE (SEZ), PLOT NO.<br>35, CHANDAKA INDUSTRIAL ESTATE, PATIA,<br>Bhubaneswar - 751024 | <b>Chennai</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>415/21-24, Kumaran Nagar, Old Mahabalipuram Rd,<br>TNHB, Sholinganallur, Chennai, Tamil Nadu 600119                                                                                 |
| <b>DELHI – Gurgaon</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Block C, Kings Canyon, ASF Insignia, Gurgaon -<br>Faridabad Road, Gawal Pahari, Gurgaon - 122003,<br>Haryana                                                                                                                         | <b>DELHI – Noida</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. A-44 & A-45, Ground, 1st to 5th Floor & 10th<br>floor, Galaxy Business Park, Block - C & D, Sector - 62,<br>Noida - 201 309, UP                                      |
| <b>Guwahati</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>5th Floor, NEDFi House, G.S. Road, Dispur, Guwahati -<br>781006, Assam                                                                                                                                                                      | <b>Hyderabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Q City, Nanakramguda, Hyderabad                                                                                                                                                   |
| <b>INDORE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor,<br>Village Tigariya Badshah & Bada Bangarde, Tehsil<br>Hatod, Indore - 452018,<br>Madhya Pradesh                                                                                         | <b>KOLKATA</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Ecospace 1B building, 2nd Floor, Plot - IIF/12, New<br>Town, Rajarhat, Kolkata - 700160, West Bengal OR<br>Auditorium, 2nd Floor, Wanderers Building, Delta Park -<br>Lords |
| <b>KOCHI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>TCS centre, Infopark Road Infopark Campus, Infopark,<br>Kakkanad, Kerala 682042                                                                                                                                                                | <b>MUMBAI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Yantra Park, Pokharan Road Number 2, TCS Approach<br>Rd, Thane, West, Thane, Maharashtra 400606                                                                                      |
| <b>NAGPUR</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,                                                                                                                                                                                       | <b>PUNE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park,<br>Hinjewadi Phase III, Pune - 411057, Maharashtra                                                                               |
| <b>Trivandrum</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Peepul Park, Technopark Campus, Kariyavattom P.O,<br>Trivandrum - 695581, India                                                                                                                                                           |                                                                                                                                                                                                                                                       |



## Annexure 3

### Confidentiality and IP Terms and Conditions

#### 1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.



## **2. Associate's Obligations**

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

## **3. Intellectual Property Rights**

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filing or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.



#### **4. Prior knowledge**

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

#### **5. Use of third party material**

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

#### **6. Security policies and Guidelines.**

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

#### **7. Working in SBWS Framework:**

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.





(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

## **8. Restriction on Associate's Rights**

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

## **9. No License**

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.



## 10. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

## 11. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay or omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.



(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.



**Offer: Computer Consultancy**

**Ref:**

**TCSL/DT202120218279530/Bangalore**

**Date: 26/11/2021**

Dear Annie Elisha,

**Sub: Letter of Offer**

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade **Y**. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be **`375000/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year. Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &

**TCS Confidential**

**1**

**TATA CONSULTANCY SERVICES**

VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore 560 066 India

Tel: 91 80 6724 7000 Fax: 91 80 2841 0114 Website: [www.tcs.com](http://www.tcs.com)

Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021

TCS Careers Serviceline: 1800 209 3111 Email: [careers@tcs.com](mailto:careers@tcs.com)



Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

## **COMPENSATION AND BENEFITS**

### **BASIC SALARY**

You will be eligible for a basic salary of `14,784/- per month.

### **BOUQUET OF BENEFITS (BoB)**

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

#### **1. House Rent Allowance (HRA)**

Your HRA will be `5,914/- per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

#### **2. Leave Travel Allowance**

You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

#### **3. Food Card**

You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias. As per the Pre-Defined structure you will be eligible for a Food Card with an amount of `500/- being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.



## **PERFORMANCE PAY**

### **Monthly Performance Pay**

You will receive a monthly performance pay of `1,700/-. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

### **Quarterly Variable Allowance**

Your variable allowance will be `600/- per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

## **CITY ALLOWANCE**

You will be eligible for a City Allowance of `200/- per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

## **XPLORE/ LEARNING INCENTIVES**

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

## **OTHER BENEFITS**

### **Health Insurance Scheme**

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:





## **1. Basic Cover**

i. Entitlement - Includes domiciliary expenses up to `6,000/- per insured person per annum and basic hospitalization expenses up to `2,00,000/- per insured person per annum.

ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

## **2. Higher Hospitalisation**

Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

i. Entitlement - You and your enrolled dependants will be entitled for `12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

## **Maternity Leave**

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother, may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

## **Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)**

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of `250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

## **Loans**

You will be eligible for loans, as per TCSL's loan policy.

## **Professional Memberships**

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.



## **RETIRALS**

### **Provident Fund**

You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

### **Gratuity**

You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

## **TERMS AND CONDITIONS**

### **1. Aggregate Percentage Requirements**

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

### **2. Pre requisites for Joining**

To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.





### **3. Training Period**

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

### **4. Working Hours**

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

### **5. Mobility**

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

### **6. Compensation Structure / Salary components**

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

### **7. Increments and Promotions**

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

### **8. Alternative Occupation / Employment**

Either during the period of your traineeship or during the period of your employment as a



confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

## **9. Confidentiality Agreement**

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

## **10. Service Agreement**

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL `50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

## **11. Work in SBWS mode**

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.

## **12. Overseas International Assignment Agreement**

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related



documents pertaining to the international assignment for which you are being placed. In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

### **13. Terms and Conditions**

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

### **14. TATA Code of Conduct**

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

### **15. Notice Period**

Upon your confirmation, this contract of employment is terminable by you by giving 90 days notice in writing to TCSL. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion.

Upon your confirmation, this contract of employment may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

It is understood, agreed and made abundantly clear herein that you shall have to necessarily work during the notice period given by TCSL under this clause, unless you are otherwise relieved by TCSL by giving you payment in lieu of notice.

Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by it at its own discretion having regard to the responsibilities shouldered by you while being in the employment of TCS.

### **16. Retirement**

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

### **17. Pre-employment Medical Certificate**

You are required to submit a Medical Certificate of Fitness (in the format prescribed by



TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

### 18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

### 19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining. If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

### 20. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)



- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :

\*There is no criminal offence registered/pending against you

\*There is no disciplinary case pending against you in the university

- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

\*PAN Card (Permanent Account Number)

\*Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)

\*Passport

\*NSR E-Card

## **21. TCS Xperience Program**

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

## **22. Letter of Appointment**

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

## **23. Rules and Regulations of the Company**

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from





time to time. The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

#### **24. Compliance to all clauses**

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

#### **25. Data Privacy Clause:**

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of overseas deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

**Withdrawal of Offer**

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

**For TATA Consultancy Services Limited**

**Girish V. Nandimath**  
**Global Head Talent Acquisition & AIP**



[Click here](#) or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary  
Annexure 2: List of TCS Xplore Centres  
Annexure 3: Confidentiality and IP Terms



## GROSS SALARY SHEET

Annexure 1

|                       |                                          |
|-----------------------|------------------------------------------|
| <b>Name</b>           | <b>Annie Elisha</b>                      |
| <b>Designation</b>    | <b>Assistant System Engineer-Trainee</b> |
| <b>Institute Name</b> | <b>Others</b>                            |

Table 1: Compensation Details (All Components in INR)

| <b>Component Category</b>             | <b>Monthly</b> | <b>Annual</b>      |
|---------------------------------------|----------------|--------------------|
| <b>1) Fixed Compensation</b>          |                |                    |
| Basic Salary                          | 14,784         | 1,77,408           |
| Bouquet Of Benefits #                 | 7,646          | 91,752             |
| <b>2) Performance Pay**</b>           |                |                    |
| Monthly Performance Pay               | 1,700          | 20,400             |
| Quarterly Variable Allowance*         | 600            | 7,200              |
| <b>3) City Allowance</b>              | 200            | 2,400              |
| <b>4) Annual Components/Retirals</b>  |                |                    |
| Health Insurance***                   | NA             | 7,900              |
| Provident Fund                        | 1,774          | 21,289             |
| Gratuity                              | 711            | 8,533              |
| Total of Annual Components & Retirals | 2,485          | 37,722             |
| <b>TOTAL GROSS</b>                    | <b>27,415</b>  | <b>375000</b>      |
| <b>Xplore/ Learning Incentive****</b> |                | <b>Upto 60,000</b> |

# Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

\* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

\*\*The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

\*\*\* For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

\*\*\*\* Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

| <b>Component Category</b>        | <b>Monthly</b> | <b>Annual</b> |
|----------------------------------|----------------|---------------|
| House Rent Allowance             | 5,914          | 70,968        |
| Leave Travel Assistance          | 1,232          | 14,784        |
| Food Card                        | 500            | 6,000         |
| <b>GROSS BOUQUET OF BENEFITS</b> | <b>7,646</b>   | <b>91,752</b> |





## Annexure

|                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                       |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Ahmedabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Garima Park, IT/ITES SEZ, Plot # 41,<br>Gandhinagar - 382007                                                                                                                                                                                 | <b>Bangalore</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Gate 1, No 42, Think campus, Electronic City phase II,<br>Bangalore - 560100, Karnataka                                                                                           |
| <b>BUBANESHWAR</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Training Lab Venue: Barabati, IRC Block, Ground Floor,<br>Tata Consultancy Services Limited, (UNIT-II) - BARBATI<br>SEZ, IT/ITES - SPECIAL ECONOMIC ZONE (SEZ), PLOT NO.<br>35, CHANDAKA INDUSTRIAL ESTATE, PATIA,<br>Bhubaneswar - 751024 | <b>Chennai</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>415/21-24, Kumaran Nagar, Old Mahabalipuram Rd,<br>TNHB, Sholinganallur, Chennai, Tamil Nadu 600119                                                                                 |
| <b>DELHI – Gurgaon</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Block C, Kings Canyon, ASF Insignia, Gurgaon -<br>Faridabad Road, Gawal Pahari, Gurgaon - 122003,<br>Haryana                                                                                                                           | <b>DELHI – Noida</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. A-44 & A-45, Ground, 1st to 5th Floor & 10th<br>floor, Galaxy Business Park, Block - C & D, Sector - 62,<br>Noida - 201 309, UP                                      |
| <b>Guwahati</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>5th Floor, NEDFi House, G.S. Road, Dispur, Guwahati -<br>781006, Assam                                                                                                                                                                        | <b>Hyderabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Q City, Nanakramguda, Hyderabad                                                                                                                                                   |
| <b>INDORE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor,<br>Village Tigariya Badshah & Bada Bangarda, Tehsil<br>Hatod, Indore - 452018,<br>Madhya Pradesh                                                                                           | <b>KOLKATA</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Ecospace 1B building, 2nd Floor, Plot - IIF/12, New<br>Town, Rajarhat, Kolkata - 700160, West Bengal OR<br>Auditorium, 2nd Floor, Wanderers Building, Delta Park -<br>Lords |
| <b>KOCHI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>TCS centre, Infopark Road Infopark Campus, Infopark,<br>Kakkanad, Kerala 682042                                                                                                                                                                  | <b>MUMBAI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Yantra Park, Pokharan Road Number 2, TCS Approach<br>Rd, Thane, West, Thane, Maharashtra 400606                                                                                      |
| <b>NAGPUR</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,                                                                                                                                                                                         | <b>PUNE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park,<br>Hinjewadi Phase III, Pune - 411057, Maharashtra                                                                               |
| <b>Trivandrum</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Peepul Park, Technopark Campus, Kariyavattom P.O,<br>Trivandrum - 695581, India                                                                                                                                                             |                                                                                                                                                                                                                                                       |



## Annexure

### Confidentiality and IP Terms and Conditions

#### 1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.



## **2. Associate's Obligations**

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

## **3. Intellectual Property Rights**

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filing or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.



#### **4. Prior knowledge**

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

#### **5. Use of third party material**

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

#### **6. Security policies and Guidelines.**

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

#### **7. Working in SBWS Framework:**

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.





(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

## **8. Restriction on Associate's Rights**

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

## **9. No License**

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.



## 10. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

## 11. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay or omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.



(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.



**Offer: Computer Consultancy**

**Ref:**

**TCSL/DT202120218279525/Bangalore**

**Date: 26/11/2021**

Dear Anusha V,

**Sub: Letter of Offer**

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade **Y**. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be **`375000/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year. Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &

**TCS Confidential**

**1**

**TATA CONSULTANCY SERVICES**

VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore 560 066 India

Tel: 91 80 6724 7000 Fax: 91 80 2841 0114 Website: [www.tcs.com](http://www.tcs.com)

Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021

TCS Careers Serviceline: 1800 209 3111 Email: [careers@tcs.com](mailto:careers@tcs.com)





Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

## **COMPENSATION AND BENEFITS**

### **BASIC SALARY**

You will be eligible for a basic salary of `14,784/- per month.

### **BOUQUET OF BENEFITS (BoB)**

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

#### **1. House Rent Allowance (HRA)**

Your HRA will be `5,914/- per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

#### **2. Leave Travel Allowance**

You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

#### **3. Food Card**

You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias. As per the Pre-Defined structure you will be eligible for a Food Card with an amount of `500/- being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.



## **PERFORMANCE PAY**

### **Monthly Performance Pay**

You will receive a monthly performance pay of `1,700/-. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

### **Quarterly Variable Allowance**

Your variable allowance will be `600/- per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

## **CITY ALLOWANCE**

You will be eligible for a City Allowance of `200/- per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

## **XPLORE/ LEARNING INCENTIVES**

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

## **OTHER BENEFITS**

### **Health Insurance Scheme**

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:



## **1. Basic Cover**

- i. Entitlement - Includes domiciliary expenses up to `6,000/- per insured person per annum and basic hospitalization expenses up to `2,00,000/- per insured person per annum.
- ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

## **2. Higher Hospitalisation**

Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

- i. Entitlement - You and your enrolled dependants will be entitled for `12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.
- ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

## **Maternity Leave**

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother, may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

## **Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)**

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of `250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

## **Loans**

You will be eligible for loans, as per TCSL's loan policy.

## **Professional Memberships**

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.



## **RETIRALS**

### **Provident Fund**

You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

### **Gratuity**

You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

## **TERMS AND CONDITIONS**

### **1. Aggregate Percentage Requirements**

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

### **2. Pre requisites for Joining**

To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.



### **3. Training Period**

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

### **4. Working Hours**

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

### **5. Mobility**

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

### **6. Compensation Structure / Salary components**

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

### **7. Increments and Promotions**

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

### **8. Alternative Occupation / Employment**

Either during the period of your traineeship or during the period of your employment as a





confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

## **9. Confidentiality Agreement**

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

## **10. Service Agreement**

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL `50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

## **11. Work in SBWS mode**

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.

## **12. Overseas International Assignment Agreement**

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related



documents pertaining to the international assignment for which you are being placed. In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

### **13. Terms and Conditions**

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

### **14. TATA Code of Conduct**

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

### **15. Notice Period**

Upon your confirmation, this contract of employment is terminable by you by giving 90 days notice in writing to TCSL. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion.

Upon your confirmation, this contract of employment may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

It is understood, agreed and made abundantly clear herein that you shall have to necessarily work during the notice period given by TCSL under this clause, unless you are otherwise relieved by TCSL by giving you payment in lieu of notice.

Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by it at its own discretion having regard to the responsibilities shouldered by you while being in the employment of TCS.

### **16. Retirement**

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

### **17. Pre-employment Medical Certificate**

You are required to submit a Medical Certificate of Fitness (in the format prescribed by



TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

### 18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

### 19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining. If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

### 20. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)





- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :

\*There is no criminal offence registered/pending against you

\*There is no disciplinary case pending against you in the university

- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

\*PAN Card (Permanent Account Number)

\*Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)

\*Passport

\*NSR E-Card

## **21. TCS Xperience Program**

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

## **22. Letter of Appointment**

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

## **23. Rules and Regulations of the Company**

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from



time to time. The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

#### **24. Compliance to all clauses**

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

#### **25. Data Privacy Clause:**

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of overseas deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

**Withdrawal of Offer**

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

**For TATA Consultancy Services Limited**

**Girish V. Nandimath**  
**Global Head Talent Acquisition & AIP**



[Click here](#) or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary  
Annexure 2: List of TCS Xplore Centres  
Annexure 3: Confidentiality and IP Terms



## GROSS SALARY SHEET

Annexure 1

|                       |                                          |
|-----------------------|------------------------------------------|
| <b>Name</b>           | <b>Anusha V</b>                          |
| <b>Designation</b>    | <b>Assistant System Engineer-Trainee</b> |
| <b>Institute Name</b> | <b>Others</b>                            |

Table 1: Compensation Details (All Components in INR)

| <b>Component Category</b>             | <b>Monthly</b> | <b>Annual</b>      |
|---------------------------------------|----------------|--------------------|
| <b>1) Fixed Compensation</b>          |                |                    |
| Basic Salary                          | 14,784         | 1,77,408           |
| Bouquet Of Benefits #                 | 7,646          | 91,752             |
| <b>2) Performance Pay**</b>           |                |                    |
| Monthly Performance Pay               | 1,700          | 20,400             |
| Quarterly Variable Allowance*         | 600            | 7,200              |
| <b>3) City Allowance</b>              | 200            | 2,400              |
| <b>4) Annual Components/Retirals</b>  |                |                    |
| Health Insurance***                   | NA             | 7,900              |
| Provident Fund                        | 1,774          | 21,289             |
| Gratuity                              | 711            | 8,533              |
| Total of Annual Components & Retirals | 2,485          | 37,722             |
| <b>TOTAL GROSS</b>                    | <b>27,415</b>  | <b>375000</b>      |
| <b>Xplore/ Learning Incentive****</b> |                | <b>Upto 60,000</b> |

# Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

\* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

\*\*The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

\*\*\* For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

\*\*\*\* Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

| <b>Component Category</b>        | <b>Monthly</b> | <b>Annual</b> |
|----------------------------------|----------------|---------------|
| House Rent Allowance             | 5,914          | 70,968        |
| Leave Travel Assistance          | 1,232          | 14,784        |
| Food Card                        | 500            | 6,000         |
| <b>GROSS BOUQUET OF BENEFITS</b> | <b>7,646</b>   | <b>91,752</b> |





## Annexure

|                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                       |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Ahmedabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Garima Park, IT/ITES SEZ, Plot # 41,<br>Gandhinagar - 382007                                                                                                                                                                                 | <b>Bangalore</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Gate 1, No 42, Think campus, Electronic City phase II,<br>Bangalore - 560100, Karnataka                                                                                           |
| <b>BUBANESHWAR</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Training Lab Venue: Barabati, IRC Block, Ground Floor,<br>Tata Consultancy Services Limited, (UNIT-II) - BARBATI<br>SEZ, IT/ITES - SPECIAL ECONOMIC ZONE (SEZ), PLOT NO.<br>35, CHANDAKA INDUSTRIAL ESTATE, PATIA,<br>Bhubaneswar - 751024 | <b>Chennai</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>415/21-24, Kumaran Nagar, Old Mahabalipuram Rd,<br>TNHB, Sholinganallur, Chennai, Tamil Nadu 600119                                                                                 |
| <b>DELHI – Gurgaon</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Block C, Kings Canyon, ASF Insignia, Gurgaon -<br>Faridabad Road, Gawal Pahari, Gurgaon - 122003,<br>Haryana                                                                                                                           | <b>DELHI – Noida</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. A-44 & A-45, Ground, 1st to 5th Floor & 10th<br>floor, Galaxy Business Park, Block - C & D, Sector - 62,<br>Noida - 201 309, UP                                      |
| <b>Guwahati</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>5th Floor, NEDFi House, G.S. Road, Dispur, Guwahati -<br>781006, Assam                                                                                                                                                                        | <b>Hyderabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Q City, Nanakramguda, Hyderabad                                                                                                                                                   |
| <b>INDORE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor,<br>Village Tigariya Badshah & Bada Bangarda, Tehsil<br>Hatod, Indore - 452018,<br>Madhya Pradesh                                                                                           | <b>KOLKATA</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Ecospace 1B building, 2nd Floor, Plot - IIF/12, New<br>Town, Rajarhat, Kolkata - 700160, West Bengal OR<br>Auditorium, 2nd Floor, Wanderers Building, Delta Park -<br>Lords |
| <b>KOCHI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>TCS centre, Infopark Road Infopark Campus, Infopark,<br>Kakkanad, Kerala 682042                                                                                                                                                                  | <b>MUMBAI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Yantra Park, Pokharan Road Number 2, TCS Approach<br>Rd, Thane, West, Thane, Maharashtra 400606                                                                                      |
| <b>NAGPUR</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,                                                                                                                                                                                         | <b>PUNE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park,<br>Hinjewadi Phase III, Pune - 411057, Maharashtra                                                                               |
| <b>Trivandrum</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Peepul Park, Technopark Campus, Kariyavattom P.O,<br>Trivandrum - 695581, India                                                                                                                                                             |                                                                                                                                                                                                                                                       |



## Annexure

### Confidentiality and IP Terms and Conditions

#### 1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.



## **2. Associate's Obligations**

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

## **3. Intellectual Property Rights**

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filing or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.



#### **4. Prior knowledge**

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

#### **5. Use of third party material**

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

#### **6. Security policies and Guidelines.**

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

#### **7. Working in SBWS Framework:**

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.





(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

## **8. Restriction on Associate's Rights**

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

## **9. No License**

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.



## 10. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

## 11. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay or omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.



(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.



## Offer: Computer Consultancy

Dear AOUNATYA K RAO,

### Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade **Y**. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be **₹350000/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year. Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &

TCS Confidential

TCSL/DT20218279501

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**TATA CONSULTANCY SERVICES**

VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore 560 066 India

Tel: 91 80 6724 7000 Fax: 91 80 2841 0114 Website: [www.tcs.com](http://www.tcs.com)

Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021

TCS Careers Serviceline: 1800 209 3111 Email: [careers@tcs.com](mailto:careers@tcs.com)



Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

## **COMPENSATION AND BENEFITS**

### **BASIC SALARY**

You will be eligible for a basic salary of ₹14,784/- per month.

### **BOUQUET OF BENEFITS (BoB)**

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

#### **1. House Rent Allowance (HRA)**

Your HRA will be ₹5,914/- per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

#### **2. Leave Travel Allowance**

You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

#### **3. Food Card**

You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias. As per the Pre-Defined structure you will be eligible for a Food Card with an amount of ₹500/- being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.



## **PERFORMANCE PAY**

### **Monthly Performance Pay**

You will receive a monthly performance pay of ₹1,700/-. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

### **Quarterly Variable Allowance**

Your variable allowance will be ₹600/- per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

## **CITY ALLOWANCE**

You will be eligible for a City Allowance of ₹200/- per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

## **XPLORE/ LEARNING INCENTIVES**

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

## **OTHER BENEFITS**

### **Health Insurance Scheme**

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:





## **1. Basic Cover**

i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.

ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

## **2. Higher Hospitalisation**

Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

## **Maternity Leave**

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother, may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

## **Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)**

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

## **Loans**

You will be eligible for loans, as per TCSL's loan policy.

## **Professional Memberships**

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.



## **RETIRALS**

### **Provident Fund**

You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

### **Gratuity**

You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

## **TERMS AND CONDITIONS**

### **1. Aggregate Percentage Requirements**

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

### **2. Pre requisites for Joining**

To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.





### **3. Training Period**

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

### **4. Working Hours**

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

### **5. Mobility**

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

### **6. Compensation Structure / Salary components**

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

### **7. Increments and Promotions**

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

### **8. Alternative Occupation / Employment**

Either during the period of your traineeship or during the period of your employment as a



confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

## **9. Confidentiality Agreement**

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

## **10. Service Agreement**

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

## **11. Work in SBWS mode**

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.

## **12. Overseas International Assignment Agreement**

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related



documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

### **13. Terms and Conditions**

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

### **14. TATA Code of Conduct**

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

### **15. Notice Period**

Upon your confirmation, this contract of employment is terminable by you by giving 90 days notice in writing to TCSL. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion.

Upon your confirmation, this contract of employment may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

It is understood, agreed and made abundantly clear herein that you shall have to necessarily work during the notice period given by TCSL under this clause, unless you are otherwise relieved by TCSL by giving you payment in lieu of notice.

Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by it at its own discretion having regard to the responsibilities shouldered by you while being in the employment of TCS.

### **16. Retirement**

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

### **17. Pre-employment Medical Certificate**

You are required to submit a Medical Certificate of Fitness (in the format prescribed by



TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

## 18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

## 19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining. If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

## 20. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)





- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :

\*There is no criminal offence registered/pending against you

\*There is no disciplinary case pending against you in the university

- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

\*PAN Card (Permanent Account Number)

\*Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)

\*Passport

\*NSR E-Card

## **21. TCS Xperience Program**

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

## **22. Letter of Appointment**

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

## **23. Rules and Regulations of the Company**

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from



time to time. The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

## **24. Compliance to all clauses**

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

## **25. Data Privacy Clause:**

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of overseas deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

**Withdrawal of Offer**

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

**For TATA Consultancy Services Limited**

**Girish V. Nandimath**  
**Global Head Talent Acquisition & AIP**



[Click here](#) or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary  
Annexure 2: List of TCS Xplore Centres  
Annexure 3: Confidentiality and IP Terms



## GROSS SALARY SHEET

Annexure 1

|                       |                                          |
|-----------------------|------------------------------------------|
| <b>Name</b>           | <b>AOUNATYA K RAO</b>                    |
| <b>Designation</b>    | <b>Assistant System Engineer-Trainee</b> |
| <b>Institute Name</b> | <b>Others</b>                            |

Table 1: Compensation Details (All Components in INR)

| <b>Component Category</b>             | <b>Monthly</b> | <b>Annual</b>      |
|---------------------------------------|----------------|--------------------|
| <b>1) Fixed Compensation</b>          |                |                    |
| Basic Salary                          | 14,784         | 1,77,408           |
| Bouquet Of Benefits #                 | 7,646          | 91,752             |
| <b>2) Performance Pay**</b>           |                |                    |
| Monthly Performance Pay               | 1,700          | 20,400             |
| Quarterly Variable Allowance*         | 600            | 7,200              |
| <b>3) City Allowance</b>              | 200            | 2,400              |
| <b>4) Annual Components/Retirals</b>  |                |                    |
| Health Insurance***                   | NA             | 7,900              |
| Provident Fund                        | 1,774          | 21,289             |
| Gratuity                              | 711            | 8,533              |
| Total of Annual Components & Retirals | 2,485          | 37,722             |
| <b>TOTAL GROSS</b>                    | <b>27,415</b>  | <b>350000</b>      |
| <b>Xplore/ Learning Incentive****</b> |                | <b>Upto 60,000</b> |

# Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

\* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

\*\*The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

\*\*\* For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

\*\*\*\* Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

| <b>Component Category</b>        | <b>Monthly</b> | <b>Annual</b> |
|----------------------------------|----------------|---------------|
| House Rent Allowance             | 5,914          | 70,968        |
| Leave Travel Assistance          | 1,232          | 14,784        |
| Food Card                        | 500            | 6,000         |
| <b>GROSS BOUQUET OF BENEFITS</b> | <b>7,646</b>   | <b>91,752</b> |





## Annexure 2

|                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                       |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Ahmedabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Garima Park, IT/ITES SEZ, Plot # 41,<br>Gandhinagar - 382007                                                                                                                                                                               | <b>Bangalore</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Gate 1, No 42, Think campus, Electronic City phase II,<br>Bangalore - 560100, Karnataka                                                                                           |
| <b>BUBANESHWAR</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Training Lab Venue: Barabati, IRC Block, Ground Floor,<br>Tata Consultancy Services Limited, (UNIT-II) - BARBATI<br>SEZ, IT/ITES SPECIAL ECONOMIC ZONE (SEZ), PLOT NO.<br>35, CHANDAKA INDUSTRIAL ESTATE, PATIA,<br>Bhubaneswar - 751024 | <b>Chennai</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>415/21-24, Kumaran Nagar, Old Mahabalipuram Rd,<br>TNHB, Sholinganallur, Chennai, Tamil Nadu 600119                                                                                 |
| <b>DELHI – Gurgaon</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Block C, Kings Canyon, ASF Insignia, Gurgaon -<br>Faridabad Road, Gawal Pahari, Gurgaon - 122003,<br>Haryana                                                                                                                         | <b>DELHI – Noida</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. A-44 & A-45, Ground, 1st to 5th Floor & 10th<br>floor, Galaxy Business Park, Block - C & D, Sector - 62,<br>Noida - 201 309, UP                                      |
| <b>Guwahati</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>5th Floor, NEDFi House, G.S. Road, Dispur, Guwahati -<br>781006, Assam                                                                                                                                                                      | <b>Hyderabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Q City, Nanakramguda, Hyderabad                                                                                                                                                   |
| <b>INDORE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor,<br>Village Tigariya Badshah & Bada Bangarde, Tehsil<br>Hatod, Indore - 452018,<br>Madhya Pradesh                                                                                         | <b>KOLKATA</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Ecospace 1B building, 2nd Floor, Plot - IIF/12, New<br>Town, Rajarhat, Kolkata - 700160, West Bengal OR<br>Auditorium, 2nd Floor, Wanderers Building, Delta Park -<br>Lords |
| <b>KOCHI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>TCS centre, Infopark Road Infopark Campus, Infopark,<br>Kakkanad, Kerala 682042                                                                                                                                                                | <b>MUMBAI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Yantra Park, Pokharan Road Number 2, TCS Approach<br>Rd, Thane, West, Thane, Maharashtra 400606                                                                                      |
| <b>NAGPUR</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,                                                                                                                                                                                       | <b>PUNE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park,<br>Hinjewadi Phase III, Pune - 411057, Maharashtra                                                                               |
| <b>Trivandrum</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Peepul Park, Technopark Campus, Kariyavattom P.O,<br>Trivandrum - 695581, India                                                                                                                                                           |                                                                                                                                                                                                                                                       |



## Annexure 3

### Confidentiality and IP Terms and Conditions

#### 1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.



## **2. Associate's Obligations**

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

## **3. Intellectual Property Rights**

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filing or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.



#### **4. Prior knowledge**

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

#### **5. Use of third party material**

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

#### **6. Security policies and Guidelines.**

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

#### **7. Working in SBWS Framework:**

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.





(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

## **8. Restriction on Associate's Rights**

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

## **9. No License**

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.



## 10. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

## 11. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay or omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.



(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.



**Offer: Computer Consultancy**

**Ref:**

**TCSL/DT202120218279522/Bangalore**

**Date: 26/11/2021**

Dear B Sai Siddhartha,

**Sub: Letter of Offer**

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade **Y**. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be **`375000/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year. Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &

**TCS Confidential**

**1**

**TATA CONSULTANCY SERVICES**

VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore 560 066 India

Tel: 91 80 6724 7000 Fax: 91 80 2841 0114 Website: [www.tcs.com](http://www.tcs.com)

Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021

TCS Careers Serviceline: 1800 209 3111 Email: [careers@tcs.com](mailto:careers@tcs.com)





Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

## **COMPENSATION AND BENEFITS**

### **BASIC SALARY**

You will be eligible for a basic salary of `14,784/- per month.

### **BOUQUET OF BENEFITS (BoB)**

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

#### **1. House Rent Allowance (HRA)**

Your HRA will be `5,914/- per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

#### **2. Leave Travel Allowance**

You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

#### **3. Food Card**

You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias. As per the Pre-Defined structure you will be eligible for a Food Card with an amount of `500/- being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.



## **PERFORMANCE PAY**

### **Monthly Performance Pay**

You will receive a monthly performance pay of `1,700/-. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

### **Quarterly Variable Allowance**

Your variable allowance will be `600/- per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

## **CITY ALLOWANCE**

You will be eligible for a City Allowance of `200/- per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

## **XPLORE/ LEARNING INCENTIVES**

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

## **OTHER BENEFITS**

### **Health Insurance Scheme**

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:



## **1. Basic Cover**

- i. Entitlement - Includes domiciliary expenses up to `6,000/- per insured person per annum and basic hospitalization expenses up to `2,00,000/- per insured person per annum.
- ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

## **2. Higher Hospitalisation**

Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

- i. Entitlement - You and your enrolled dependants will be entitled for `12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.
- ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

## **Maternity Leave**

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother, may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

## **Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)**

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of `250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

## **Loans**

You will be eligible for loans, as per TCSL's loan policy.

## **Professional Memberships**

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.



## **RETIRALS**

### **Provident Fund**

You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

### **Gratuity**

You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

## **TERMS AND CONDITIONS**

### **1. Aggregate Percentage Requirements**

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

### **2. Pre requisites for Joining**

To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.



### **3. Training Period**

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

### **4. Working Hours**

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

### **5. Mobility**

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

### **6. Compensation Structure / Salary components**

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

### **7. Increments and Promotions**

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

### **8. Alternative Occupation / Employment**

Either during the period of your traineeship or during the period of your employment as a





confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

## **9. Confidentiality Agreement**

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

## **10. Service Agreement**

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL `50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

## **11. Work in SBWS mode**

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.

## **12. Overseas International Assignment Agreement**

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related



documents pertaining to the international assignment for which you are being placed. In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

### **13. Terms and Conditions**

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

### **14. TATA Code of Conduct**

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

### **15. Notice Period**

Upon your confirmation, this contract of employment is terminable by you by giving 90 days notice in writing to TCSL. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion.

Upon your confirmation, this contract of employment may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

It is understood, agreed and made abundantly clear herein that you shall have to necessarily work during the notice period given by TCSL under this clause, unless you are otherwise relieved by TCSL by giving you payment in lieu of notice.

Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by it at its own discretion having regard to the responsibilities shouldered by you while being in the employment of TCS.

### **16. Retirement**

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

### **17. Pre-employment Medical Certificate**

You are required to submit a Medical Certificate of Fitness (in the format prescribed by



TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

### 18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

### 19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining. If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

### 20. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)





- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :

\*There is no criminal offence registered/pending against you

\*There is no disciplinary case pending against you in the university

- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

\*PAN Card (Permanent Account Number)

\*Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)

\*Passport

\*NSR E-Card

## **21. TCS Xperience Program**

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

## **22. Letter of Appointment**

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

## **23. Rules and Regulations of the Company**

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from



time to time. The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

#### **24. Compliance to all clauses**

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

#### **25. Data Privacy Clause:**

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of overseas deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

**Withdrawal of Offer**

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

**For TATA Consultancy Services Limited**

**Girish V. Nandimath**  
**Global Head Talent Acquisition & AIP**



[Click here](#) or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary  
Annexure 2: List of TCS Xplore Centres  
Annexure 3: Confidentiality and IP Terms



## GROSS SALARY SHEET

Annexure 1

|                       |                                          |
|-----------------------|------------------------------------------|
| <b>Name</b>           | <b>B Sai Siddhartha</b>                  |
| <b>Designation</b>    | <b>Assistant System Engineer-Trainee</b> |
| <b>Institute Name</b> | <b>Others</b>                            |

Table 1: Compensation Details (All Components in INR)

| <b>Component Category</b>             | <b>Monthly</b> | <b>Annual</b> |
|---------------------------------------|----------------|---------------|
| <b>1) Fixed Compensation</b>          |                |               |
| Basic Salary                          | 14,784         | 1,77,408      |
| Bouquet Of Benefits #                 | 7,646          | 91,752        |
| <b>2) Performance Pay**</b>           |                |               |
| Monthly Performance Pay               | 1,700          | 20,400        |
| Quarterly Variable Allowance*         | 600            | 7,200         |
| <b>3) City Allowance</b>              | 200            | 2,400         |
| <b>4) Annual Components/Retirals</b>  |                |               |
| Health Insurance***                   | NA             | 7,900         |
| Provident Fund                        | 1,774          | 21,289        |
| Gratuity                              | 711            | 8,533         |
| Total of Annual Components & Retirals | 2,485          | 37,722        |
| <b>TOTAL GROSS</b>                    | <b>27,415</b>  | <b>375000</b> |
| <b>Xplore/ Learning Incentive****</b> |                | Upto 60,000   |

# Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

\* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

\*\*The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

\*\*\* For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

\*\*\*\* Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

| <b>Component Category</b>        | <b>Monthly</b> | <b>Annual</b> |
|----------------------------------|----------------|---------------|
| House Rent Allowance             | 5,914          | 70,968        |
| Leave Travel Assistance          | 1,232          | 14,784        |
| Food Card                        | 500            | 6,000         |
| <b>GROSS BOUQUET OF BENEFITS</b> | <b>7,646</b>   | <b>91,752</b> |





## Annexure

|                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                       |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Ahmedabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Garima Park, IT/ITES SEZ, Plot # 41,<br>Gandhinagar - 382007                                                                                                                                                                                 | <b>Bangalore</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Gate 1, No 42, Think campus, Electronic City phase II,<br>Bangalore - 560100, Karnataka                                                                                           |
| <b>BUBANESHWAR</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Training Lab Venue: Barabati, IRC Block, Ground Floor,<br>Tata Consultancy Services Limited, (UNIT-II) - BARBATI<br>SEZ, IT/ITES - SPECIAL ECONOMIC ZONE (SEZ), PLOT NO.<br>35, CHANDAKA INDUSTRIAL ESTATE, PATIA,<br>Bhubaneswar - 751024 | <b>Chennai</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>415/21-24, Kumaran Nagar, Old Mahabalipuram Rd,<br>TNHB, Sholinganallur, Chennai, Tamil Nadu 600119                                                                                 |
| <b>DELHI – Gurgaon</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Block C, Kings Canyon, ASF Insignia, Gurgaon -<br>Faridabad Road, Gawal Pahari, Gurgaon - 122003,<br>Haryana                                                                                                                           | <b>DELHI – Noida</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. A-44 & A-45, Ground, 1st to 5th Floor & 10th<br>floor, Galaxy Business Park, Block - C & D, Sector - 62,<br>Noida - 201 309, UP                                      |
| <b>Guwahati</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>5th Floor, NEDFi House, G.S. Road, Dispur, Guwahati -<br>781006, Assam                                                                                                                                                                        | <b>Hyderabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Q City, Nanakramguda, Hyderabad                                                                                                                                                   |
| <b>INDORE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor,<br>Village Tigariya Badshah & Bada Bangarda, Tehsil<br>Hatod, Indore - 452018,<br>Madhya Pradesh                                                                                           | <b>KOLKATA</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Ecospace 1B building, 2nd Floor, Plot - IIF/12, New<br>Town, Rajarhat, Kolkata - 700160, West Bengal OR<br>Auditorium, 2nd Floor, Wanderers Building, Delta Park -<br>Lords |
| <b>KOCHI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>TCS centre, Infopark Road Infopark Campus, Infopark,<br>Kakkanad, Kerala 682042                                                                                                                                                                  | <b>MUMBAI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Yantra Park, Pokharan Road Number 2, TCS Approach<br>Rd, Thane, West, Thane, Maharashtra 400606                                                                                      |
| <b>NAGPUR</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,                                                                                                                                                                                         | <b>PUNE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park,<br>Hinjewadi Phase III, Pune - 411057, Maharashtra                                                                               |
| <b>Trivandrum</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Peepul Park, Technopark Campus, Kariyavattom P.O,<br>Trivandrum - 695581, India                                                                                                                                                             |                                                                                                                                                                                                                                                       |



## Annexure

### Confidentiality and IP Terms and Conditions

#### 1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.



## **2. Associate's Obligations**

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

## **3. Intellectual Property Rights**

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filing or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.



#### **4. Prior knowledge**

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

#### **5. Use of third party material**

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

#### **6. Security policies and Guidelines.**

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

#### **7. Working in SBWS Framework:**

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.





(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

## **8. Restriction on Associate's Rights**

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

## **9. No License**

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.



## 10. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

## 11. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay or omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.



(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.



**Offer: Computer Consultancy**

**Ref:**

**TCSL/DT202120218279517/Bangalore**

**Date: 26/11/2021**

Dear Chandana B S,

**Sub: Letter of Offer**

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade **Y**. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be **`375000/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year. Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &

**TCS Confidential**

**1**

**TATA CONSULTANCY SERVICES**

VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore 560 066 India

Tel: 91 80 6724 7000 Fax: 91 80 2841 0114 Website: [www.tcs.com](http://www.tcs.com)

Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021

TCS Careers Serviceline: 1800 209 3111 Email: [careers@tcs.com](mailto:careers@tcs.com)



Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

## **COMPENSATION AND BENEFITS**

### **BASIC SALARY**

You will be eligible for a basic salary of `14,784/- per month.

### **BOUQUET OF BENEFITS (BoB)**

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

#### **1. House Rent Allowance (HRA)**

Your HRA will be `5,914/- per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

#### **2. Leave Travel Allowance**

You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

#### **3. Food Card**

You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias. As per the Pre-Defined structure you will be eligible for a Food Card with an amount of `500/- being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.



## **PERFORMANCE PAY**

### **Monthly Performance Pay**

You will receive a monthly performance pay of `1,700/-. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

### **Quarterly Variable Allowance**

Your variable allowance will be `600/- per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

## **CITY ALLOWANCE**

You will be eligible for a City Allowance of `200/- per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

## **XPLORE/ LEARNING INCENTIVES**

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

## **OTHER BENEFITS**

### **Health Insurance Scheme**

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:





## **1. Basic Cover**

i. Entitlement - Includes domiciliary expenses up to `6,000/- per insured person per annum and basic hospitalization expenses up to `2,00,000/- per insured person per annum.

ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

## **2. Higher Hospitalisation**

Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

i. Entitlement - You and your enrolled dependants will be entitled for `12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

## **Maternity Leave**

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother, may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

## **Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)**

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of `250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

## **Loans**

You will be eligible for loans, as per TCSL's loan policy.

## **Professional Memberships**

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.



## **RETIRALS**

### **Provident Fund**

You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

### **Gratuity**

You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

## **TERMS AND CONDITIONS**

### **1. Aggregate Percentage Requirements**

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

### **2. Pre requisites for Joining**

To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.





### **3. Training Period**

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

### **4. Working Hours**

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

### **5. Mobility**

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

### **6. Compensation Structure / Salary components**

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

### **7. Increments and Promotions**

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

### **8. Alternative Occupation / Employment**

Either during the period of your traineeship or during the period of your employment as a



confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

## **9. Confidentiality Agreement**

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

## **10. Service Agreement**

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL `50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

## **11. Work in SBWS mode**

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.

## **12. Overseas International Assignment Agreement**

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related



documents pertaining to the international assignment for which you are being placed. In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

### **13. Terms and Conditions**

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

### **14. TATA Code of Conduct**

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

### **15. Notice Period**

Upon your confirmation, this contract of employment is terminable by you by giving 90 days notice in writing to TCSL. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion.

Upon your confirmation, this contract of employment may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

It is understood, agreed and made abundantly clear herein that you shall have to necessarily work during the notice period given by TCSL under this clause, unless you are otherwise relieved by TCSL by giving you payment in lieu of notice.

Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by it at its own discretion having regard to the responsibilities shouldered by you while being in the employment of TCS.

### **16. Retirement**

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

### **17. Pre-employment Medical Certificate**

You are required to submit a Medical Certificate of Fitness (in the format prescribed by



TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

### 18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

### 19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining. If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

### 20. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)



- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :

\*There is no criminal offence registered/pending against you

\*There is no disciplinary case pending against you in the university

- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

\*PAN Card (Permanent Account Number)

\*Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)

\*Passport

\*NSR E-Card

## **21. TCS Xperience Program**

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

## **22. Letter of Appointment**

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

## **23. Rules and Regulations of the Company**

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from





time to time. The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

#### **24. Compliance to all clauses**

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

#### **25. Data Privacy Clause:**

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of overseas deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

**Withdrawal of Offer**

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

**For TATA Consultancy Services Limited**

**Girish V. Nandimath**  
**Global Head Talent Acquisition & AIP**



[Click here](#) or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary  
Annexure 2: List of TCS Xplore Centres  
Annexure 3: Confidentiality and IP Terms



## GROSS SALARY SHEET

Annexure 1

|                       |                                          |
|-----------------------|------------------------------------------|
| <b>Name</b>           | <b>Chanda<br/>na B S</b>                 |
| <b>Designation</b>    | <b>Assistant System Engineer-Trainee</b> |
| <b>Institute Name</b> | <b>Others</b>                            |

Table 1: Compensation Details (All Components in INR)

| <b>Component Category</b>             | <b>Monthly</b> | <b>Annual</b>      |
|---------------------------------------|----------------|--------------------|
| <b>1) Fixed Compensation</b>          |                |                    |
| Basic Salary                          | 14,784         | 1,77,408           |
| Bouquet Of Benefits #                 | 7,646          | 91,752             |
| <b>2) Performance Pay**</b>           |                |                    |
| Monthly Performance Pay               | 1,700          | 20,400             |
| Quarterly Variable Allowance*         | 600            | 7,200              |
| <b>3) City Allowance</b>              | 200            | 2,400              |
| <b>4) Annual Components/Retirals</b>  |                |                    |
| Health Insurance***                   | NA             | 7,900              |
| Provident Fund                        | 1,774          | 21,289             |
| Gratuity                              | 711            | 8,533              |
| Total of Annual Components & Retirals | 2,485          | 37,722             |
| <b>TOTAL GROSS</b>                    | <b>27,415</b>  | <b>375000</b>      |
| <b>Xplore/ Learning Incentive****</b> |                | <b>Upto 60,000</b> |

# Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

\* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

\*\*The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

\*\*\* For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

\*\*\*\* Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

| <b>Component Category</b>        | <b>Monthly</b> | <b>Annual</b> |
|----------------------------------|----------------|---------------|
| House Rent Allowance             | 5,914          | 70,968        |
| Leave Travel Assistance          | 1,232          | 14,784        |
| Food Card                        | 500            | 6,000         |
| <b>GROSS BOUQUET OF BENEFITS</b> | <b>7,646</b>   | <b>91,752</b> |





## Annexure

|                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                       |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Ahmedabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Garima Park, IT/ITES SEZ, Plot # 41,<br>Gandhinagar - 382007                                                                                                                                                                                 | <b>Bangalore</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Gate 1, No 42, Think campus, Electronic City phase II,<br>Bangalore - 560100, Karnataka                                                                                           |
| <b>BUBANESHWAR</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Training Lab Venue: Barabati, IRC Block, Ground Floor,<br>Tata Consultancy Services Limited, (UNIT-II) - BARBATI<br>SEZ, IT/ITES - SPECIAL ECONOMIC ZONE (SEZ), PLOT NO.<br>35, CHANDAKA INDUSTRIAL ESTATE, PATIA,<br>Bhubaneswar - 751024 | <b>Chennai</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>415/21-24, Kumaran Nagar, Old Mahabalipuram Rd,<br>TNHB, Sholinganallur, Chennai, Tamil Nadu 600119                                                                                 |
| <b>DELHI – Gurgaon</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Block C, Kings Canyon, ASF Insignia, Gurgaon -<br>Faridabad Road, Gawal Pahari, Gurgaon - 122003,<br>Haryana                                                                                                                           | <b>DELHI – Noida</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. A-44 & A-45, Ground, 1st to 5th Floor & 10th<br>floor, Galaxy Business Park, Block - C & D, Sector - 62,<br>Noida - 201 309, UP                                      |
| <b>Guwahati</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>5th Floor, NEDFi House, G.S. Road, Dispur, Guwahati -<br>781006, Assam                                                                                                                                                                        | <b>Hyderabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Q City, Nanakramguda, Hyderabad                                                                                                                                                   |
| <b>INDORE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor,<br>Village Tigariya Badshah & Bada Bangarda, Tehsil<br>Hatod, Indore - 452018,<br>Madhya Pradesh                                                                                           | <b>KOLKATA</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Ecospace 1B building, 2nd Floor, Plot - IIF/12, New<br>Town, Rajarhat, Kolkata - 700160, West Bengal OR<br>Auditorium, 2nd Floor, Wanderers Building, Delta Park -<br>Lords |
| <b>KOCHI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>TCS centre, Infopark Road Infopark Campus, Infopark,<br>Kakkanad, Kerala 682042                                                                                                                                                                  | <b>MUMBAI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Yantra Park, Pokharan Road Number 2, TCS Approach<br>Rd, Thane, West, Thane, Maharashtra 400606                                                                                      |
| <b>NAGPUR</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,                                                                                                                                                                                         | <b>PUNE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park,<br>Hinjewadi Phase III, Pune - 411057, Maharashtra                                                                               |
| <b>Trivandrum</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Peepul Park, Technopark Campus, Kariyavattom P.O,<br>Trivandrum - 695581, India                                                                                                                                                             |                                                                                                                                                                                                                                                       |



## Annexure

### Confidentiality and IP Terms and Conditions

#### 1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.



## **2. Associate's Obligations**

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

## **3. Intellectual Property Rights**

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filing or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.



#### **4. Prior knowledge**

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

#### **5. Use of third party material**

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

#### **6. Security policies and Guidelines.**

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

#### **7. Working in SBWS Framework:**

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.





(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

## **8. Restriction on Associate's Rights**

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

## **9. No License**

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.



## 10. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

## 11. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay or omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.



(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.



## Offer: Computer Consultancy

Dear CHATHURYA KRISHNA K S,

### Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade **Y**. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be **₹350000/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year. Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &

TCS Confidential

TCSL/DT20218279501

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**TATA CONSULTANCY SERVICES**

VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore 560 066 India

Tel: 91 80 6724 7000 Fax: 91 80 2841 0114 Website: [www.tcs.com](http://www.tcs.com)

Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021

TCS Careers Serviceline: 1800 209 3111 Email: [careers@tcs.com](mailto:careers@tcs.com)





Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

## **COMPENSATION AND BENEFITS**

### **BASIC SALARY**

You will be eligible for a basic salary of ₹14,784/- per month.

### **BOUQUET OF BENEFITS (BoB)**

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

#### **1. House Rent Allowance (HRA)**

Your HRA will be ₹5,914/- per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

#### **2. Leave Travel Allowance**

You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

#### **3. Food Card**

You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias. As per the Pre-Defined structure you will be eligible for a Food Card with an amount of ₹500/- being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.



## **PERFORMANCE PAY**

### **Monthly Performance Pay**

You will receive a monthly performance pay of ₹1,700/-. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

### **Quarterly Variable Allowance**

Your variable allowance will be ₹600/- per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

## **CITY ALLOWANCE**

You will be eligible for a City Allowance of ₹200/- per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

## **XPLORE/ LEARNING INCENTIVES**

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

## **OTHER BENEFITS**

### **Health Insurance Scheme**

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:



## **1. Basic Cover**

i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.

ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

## **2. Higher Hospitalisation**

Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

## **Maternity Leave**

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

## **Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)**

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

## **Loans**

You will be eligible for loans, as per TCSL's loan policy.

## **Professional Memberships**

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.



## **RETIRALS**

### **Provident Fund**

You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

### **Gratuity**

You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

## **TERMS AND CONDITIONS**

### **1. Aggregate Percentage Requirements**

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

### **2. Pre requisites for Joining**

To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.



### **3. Training Period**

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

### **4. Working Hours**

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

### **5. Mobility**

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

### **6. Compensation Structure / Salary components**

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

### **7. Increments and Promotions**

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

### **8. Alternative Occupation / Employment**

Either during the period of your traineeship or during the period of your employment as a





confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

## **9. Confidentiality Agreement**

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

## **10. Service Agreement**

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

## **11. Work in SBWS mode**

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.

## **12. Overseas International Assignment Agreement**

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related



documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

### **13. Terms and Conditions**

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

### **14. TATA Code of Conduct**

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

### **15. Notice Period**

Upon your confirmation, this contract of employment is terminable by you by giving 90 days notice in writing to TCSL. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion.

Upon your confirmation, this contract of employment may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

It is understood, agreed and made abundantly clear herein that you shall have to necessarily work during the notice period given by TCSL under this clause, unless you are otherwise relieved by TCSL by giving you payment in lieu of notice.

Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by it at its own discretion having regard to the responsibilities shouldered by you while being in the employment of TCS.

### **16. Retirement**

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

### **17. Pre-employment Medical Certificate**

You are required to submit a Medical Certificate of Fitness (in the format prescribed by



TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

## 18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

## 19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining. If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

## 20. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)





- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :

\*There is no criminal offence registered/pending against you

\*There is no disciplinary case pending against you in the university

- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

\*PAN Card (Permanent Account Number)

\*Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)

\*Passport

\*NSR E-Card

## **21. TCS Xperience Program**

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

## **22. Letter of Appointment**

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

## **23. Rules and Regulations of the Company**

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from



time to time. The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

## **24. Compliance to all clauses**

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

## **25. Data Privacy Clause:**

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of overseas deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

**Withdrawal of Offer**

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

**For TATA Consultancy Services Limited**

**Girish V. Nandimath**  
**Global Head Talent Acquisition & AIP**



[Click here](#) or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary  
Annexure 2: List of TCS Xplore Centres  
Annexure 3: Confidentiality and IP Terms



## GROSS SALARY SHEET

Annexure 1

|                       |                                          |
|-----------------------|------------------------------------------|
| <b>Name</b>           | <b>CHATHURYA KRISHNA K S</b>             |
| <b>Designation</b>    | <b>Assistant System Engineer-Trainee</b> |
| <b>Institute Name</b> | <b>Others</b>                            |

Table 1: Compensation Details (All Components in INR)

| <b>Component Category</b>             | <b>Monthly</b> | <b>Annual</b> |
|---------------------------------------|----------------|---------------|
| <b>1) Fixed Compensation</b>          |                |               |
| Basic Salary                          | 14,784         | 1,77,408      |
| Bouquet Of Benefits #                 | 7,646          | 91,752        |
| <b>2) Performance Pay**</b>           |                |               |
| Monthly Performance Pay               | 1,700          | 20,400        |
| Quarterly Variable Allowance*         | 600            | 7,200         |
| <b>3) City Allowance</b>              | 200            | 2,400         |
| <b>4) Annual Components/Retirals</b>  |                |               |
| Health Insurance***                   | NA             | 7,900         |
| Provident Fund                        | 1,774          | 21,289        |
| Gratuity                              | 711            | 8,533         |
| Total of Annual Components & Retirals | 2,485          | 37,722        |
| <b>TOTAL GROSS</b>                    | 27,415         | 350000        |
| <b>Xplore/ Learning Incentive****</b> |                | Upto 60,000   |

# Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

\* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

\*\*The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

\*\*\* For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

\*\*\*\* Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

| <b>Component Category</b>        | <b>Monthly</b> | <b>Annual</b> |
|----------------------------------|----------------|---------------|
| House Rent Allowance             | 5,914          | 70,968        |
| Leave Travel Assistance          | 1,232          | 14,784        |
| Food Card                        | 500            | 6,000         |
| <b>GROSS BOUQUET OF BENEFITS</b> | 7,646          | 91,752        |





## Annexure 2

|                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                       |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Ahmedabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Garima Park, IT/ITES SEZ, Plot # 41,<br>Gandhinagar - 382007                                                                                                                                                                               | <b>Bangalore</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Gate 1, No 42, Think campus, Electronic City phase II,<br>Bangalore - 560100, Karnataka                                                                                           |
| <b>BUBANESHWAR</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Training Lab Venue: Barabati, IRC Block, Ground Floor,<br>Tata Consultancy Services Limited, (UNIT-II) - BARBATI<br>SEZ, IT/ITES SPECIAL ECONOMIC ZONE (SEZ), PLOT NO.<br>35, CHANDAKA INDUSTRIAL ESTATE, PATIA,<br>Bhubaneswar - 751024 | <b>Chennai</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>415/21-24, Kumaran Nagar, Old Mahabalipuram Rd,<br>TNHB, Sholinganallur, Chennai, Tamil Nadu 600119                                                                                 |
| <b>DELHI – Gurgaon</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Block C, Kings Canyon, ASF Insignia, Gurgaon -<br>Faridabad Road, Gawal Pahari, Gurgaon - 122003,<br>Haryana                                                                                                                         | <b>DELHI – Noida</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. A-44 & A-45, Ground, 1st to 5th Floor & 10th<br>floor, Galaxy Business Park, Block - C & D, Sector - 62,<br>Noida - 201 309, UP                                      |
| <b>Guwahati</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>5th Floor, NEDFi House, G.S. Road, Dispur, Guwahati -<br>781006, Assam                                                                                                                                                                      | <b>Hyderabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Q City, Nanakramguda, Hyderabad                                                                                                                                                   |
| <b>INDORE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor,<br>Village Tigariya Badshah & Bada Bangarde, Tehsil<br>Hatod, Indore - 452018,<br>Madhya Pradesh                                                                                         | <b>KOLKATA</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Ecospace 1B building, 2nd Floor, Plot - IIF/12, New<br>Town, Rajarhat, Kolkata - 700160, West Bengal OR<br>Auditorium, 2nd Floor, Wanderers Building, Delta Park -<br>Lords |
| <b>KOCHI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>TCS centre, Infopark Road Infopark Campus, Infopark,<br>Kakkanad, Kerala 682042                                                                                                                                                                | <b>MUMBAI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Yantra Park, Pokharan Road Number 2, TCS Approach<br>Rd, Thane, West, Thane, Maharashtra 400606                                                                                      |
| <b>NAGPUR</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,                                                                                                                                                                                       | <b>PUNE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park,<br>Hinjewadi Phase III, Pune - 411057, Maharashtra                                                                               |
| <b>Trivandrum</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Peepul Park, Technopark Campus, Kariyavattom P.O,<br>Trivandrum - 695581, India                                                                                                                                                           |                                                                                                                                                                                                                                                       |



## Annexure 3

### Confidentiality and IP Terms and Conditions

#### 1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.



## **2. Associate's Obligations**

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

## **3. Intellectual Property Rights**

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filing or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.



#### **4. Prior knowledge**

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

#### **5. Use of third party material**

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

#### **6. Security policies and Guidelines.**

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

#### **7. Working in SBWS Framework:**

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.





(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

## **8. Restriction on Associate's Rights**

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

## **9. No License**

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.



## 10. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

## 11. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay or omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.



(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.



**Offer: Computer Consultancy**

**Ref:**

**TCSL/DT202120218279531/Bangalore**

**Date: 26/11/2021**

Dear Dhruv Prasad,

**Sub: Letter of Offer**

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade **Y**. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be **`375000/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year. Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &

**TCS Confidential**

**1**

**TATA CONSULTANCY SERVICES**

VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore 560 066 India

Tel: 91 80 6724 7000 Fax: 91 80 2841 0114 Website: [www.tcs.com](http://www.tcs.com)

Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021

TCS Careers Serviceline: 1800 209 3111 Email: [careers@tcs.com](mailto:careers@tcs.com)



Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

## **COMPENSATION AND BENEFITS**

### **BASIC SALARY**

You will be eligible for a basic salary of `14,784/- per month.

### **BOUQUET OF BENEFITS (BoB)**

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

#### **1. House Rent Allowance (HRA)**

Your HRA will be `5,914/- per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

#### **2. Leave Travel Allowance**

You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

#### **3. Food Card**

You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias. As per the Pre-Defined structure you will be eligible for a Food Card with an amount of `500/- being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.



## **PERFORMANCE PAY**

### **Monthly Performance Pay**

You will receive a monthly performance pay of `1,700/-. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

### **Quarterly Variable Allowance**

Your variable allowance will be `600/- per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

## **CITY ALLOWANCE**

You will be eligible for a City Allowance of `200/- per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

## **XPLORE/ LEARNING INCENTIVES**

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

## **OTHER BENEFITS**

### **Health Insurance Scheme**

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:





## **1. Basic Cover**

i. Entitlement - Includes domiciliary expenses up to `6,000/- per insured person per annum and basic hospitalization expenses up to `2,00,000/- per insured person per annum.

ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

## **2. Higher Hospitalisation**

Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

i. Entitlement - You and your enrolled dependants will be entitled for `12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

## **Maternity Leave**

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother, may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

## **Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)**

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of `250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

## **Loans**

You will be eligible for loans, as per TCSL's loan policy.

## **Professional Memberships**

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.



## **RETIRALS**

### **Provident Fund**

You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

### **Gratuity**

You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

## **TERMS AND CONDITIONS**

### **1. Aggregate Percentage Requirements**

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

### **2. Pre requisites for Joining**

To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.





### **3. Training Period**

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

### **4. Working Hours**

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

### **5. Mobility**

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

### **6. Compensation Structure / Salary components**

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

### **7. Increments and Promotions**

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

### **8. Alternative Occupation / Employment**

Either during the period of your traineeship or during the period of your employment as a



confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

## **9. Confidentiality Agreement**

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

## **10. Service Agreement**

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL `50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

## **11. Work in SBWS mode**

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.

## **12. Overseas International Assignment Agreement**

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related



documents pertaining to the international assignment for which you are being placed. In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

### **13. Terms and Conditions**

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

### **14. TATA Code of Conduct**

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

### **15. Notice Period**

Upon your confirmation, this contract of employment is terminable by you by giving 90 days notice in writing to TCSL. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion.

Upon your confirmation, this contract of employment may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

It is understood, agreed and made abundantly clear herein that you shall have to necessarily work during the notice period given by TCSL under this clause, unless you are otherwise relieved by TCSL by giving you payment in lieu of notice.

Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by it at its own discretion having regard to the responsibilities shouldered by you while being in the employment of TCS.

### **16. Retirement**

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

### **17. Pre-employment Medical Certificate**

You are required to submit a Medical Certificate of Fitness (in the format prescribed by



TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

### 18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

### 19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining. If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

### 20. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)



- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :

\*There is no criminal offence registered/pending against you

\*There is no disciplinary case pending against you in the university

- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

\*PAN Card (Permanent Account Number)

\*Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)

\*Passport

\*NSR E-Card

## **21. TCS Xperience Program**

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

## **22. Letter of Appointment**

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

## **23. Rules and Regulations of the Company**

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from





time to time. The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

#### **24. Compliance to all clauses**

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

#### **25. Data Privacy Clause:**

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of overseas deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

**Withdrawal of Offer**

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

**For TATA Consultancy Services Limited**

**Girish V. Nandimath**  
**Global Head Talent Acquisition & AIP**



[Click here](#) or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary  
Annexure 2: List of TCS Xplore Centres  
Annexure 3: Confidentiality and IP Terms



## GROSS SALARY SHEET

Annexure 1

|                       |                                          |
|-----------------------|------------------------------------------|
| <b>Name</b>           | <b>Dhruv Prasad</b>                      |
| <b>Designation</b>    | <b>Assistant System Engineer-Trainee</b> |
| <b>Institute Name</b> | <b>Others</b>                            |

Table 1: Compensation Details (All Components in INR)

| <b>Component Category</b>             | <b>Monthly</b> | <b>Annual</b>      |
|---------------------------------------|----------------|--------------------|
| <b>1) Fixed Compensation</b>          |                |                    |
| Basic Salary                          | 14,784         | 1,77,408           |
| Bouquet Of Benefits #                 | 7,646          | 91,752             |
| <b>2) Performance Pay**</b>           |                |                    |
| Monthly Performance Pay               | 1,700          | 20,400             |
| Quarterly Variable Allowance*         | 600            | 7,200              |
| <b>3) City Allowance</b>              | 200            | 2,400              |
| <b>4) Annual Components/Retirals</b>  |                |                    |
| Health Insurance***                   | NA             | 7,900              |
| Provident Fund                        | 1,774          | 21,289             |
| Gratuity                              | 711            | 8,533              |
| Total of Annual Components & Retirals | 2,485          | 37,722             |
| <b>TOTAL GROSS</b>                    | <b>27,415</b>  | <b>375000</b>      |
| <b>Xplore/ Learning Incentive****</b> |                | <b>Upto 60,000</b> |

# Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

\* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

\*\*The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

\*\*\* For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

\*\*\*\* Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

| <b>Component Category</b>        | <b>Monthly</b> | <b>Annual</b> |
|----------------------------------|----------------|---------------|
| House Rent Allowance             | 5,914          | 70,968        |
| Leave Travel Assistance          | 1,232          | 14,784        |
| Food Card                        | 500            | 6,000         |
| <b>GROSS BOUQUET OF BENEFITS</b> | <b>7,646</b>   | <b>91,752</b> |





## Annexure

|                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                       |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Ahmedabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Garima Park, IT/ITES SEZ, Plot # 41,<br>Gandhinagar - 382007                                                                                                                                                                                 | <b>Bangalore</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Gate 1, No 42, Think campus, Electronic City phase II,<br>Bangalore - 560100, Karnataka                                                                                           |
| <b>BUBANESHWAR</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Training Lab Venue: Barabati, IRC Block, Ground Floor,<br>Tata Consultancy Services Limited, (UNIT-II) - BARBATI<br>SEZ, IT/ITES - SPECIAL ECONOMIC ZONE (SEZ), PLOT NO.<br>35, CHANDAKA INDUSTRIAL ESTATE, PATIA,<br>Bhubaneswar - 751024 | <b>Chennai</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>415/21-24, Kumaran Nagar, Old Mahabalipuram Rd,<br>TNHB, Sholinganallur, Chennai, Tamil Nadu 600119                                                                                 |
| <b>DELHI – Gurgaon</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Block C, Kings Canyon, ASF Insignia, Gurgaon -<br>Faridabad Road, Gawal Pahari, Gurgaon - 122003,<br>Haryana                                                                                                                           | <b>DELHI – Noida</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. A-44 & A-45, Ground, 1st to 5th Floor & 10th<br>floor, Galaxy Business Park, Block - C & D, Sector - 62,<br>Noida - 201 309, UP                                      |
| <b>Guwahati</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>5th Floor, NEDFi House, G.S. Road, Dispur, Guwahati -<br>781006, Assam                                                                                                                                                                        | <b>Hyderabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Q City, Nanakramguda, Hyderabad                                                                                                                                                   |
| <b>INDORE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor,<br>Village Tigariya Badshah & Bada Bangarda, Tehsil<br>Hatod, Indore - 452018,<br>Madhya Pradesh                                                                                           | <b>KOLKATA</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Ecospace 1B building, 2nd Floor, Plot - IIF/12, New<br>Town, Rajarhat, Kolkata - 700160, West Bengal OR<br>Auditorium, 2nd Floor, Wanderers Building, Delta Park -<br>Lords |
| <b>KOCHI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>TCS centre, Infopark Road Infopark Campus, Infopark,<br>Kakkanad, Kerala 682042                                                                                                                                                                  | <b>MUMBAI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Yantra Park, Pokharan Road Number 2, TCS Approach<br>Rd, Thane, West, Thane, Maharashtra 400606                                                                                      |
| <b>NAGPUR</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,                                                                                                                                                                                         | <b>PUNE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park,<br>Hinjewadi Phase III, Pune - 411057, Maharashtra                                                                               |
| <b>Trivandrum</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Peepul Park, Technopark Campus, Kariyavattom P.O,<br>Trivandrum - 695581, India                                                                                                                                                             |                                                                                                                                                                                                                                                       |



## Annexure

### Confidentiality and IP Terms and Conditions

#### 1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.



## **2. Associate's Obligations**

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

## **3. Intellectual Property Rights**

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filing or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.



#### **4. Prior knowledge**

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

#### **5. Use of third party material**

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

#### **6. Security policies and Guidelines.**

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

#### **7. Working in SBWS Framework:**

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.





(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

## **8. Restriction on Associate's Rights**

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

## **9. No License**

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.



## **10. Equitable Rights**

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

## **11. General**

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay or omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.



(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.



## **Offer: Computer Consultancy**

Dear DISHA S KIRAN,

### **Sub: Letter of Offer**

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade **Y**. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be **₹350000/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year. Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &





Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

## **COMPENSATION AND BENEFITS**

### **BASIC SALARY**

You will be eligible for a basic salary of ₹14,784/- per month.

### **BOUQUET OF BENEFITS (BoB)**

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

#### **1. House Rent Allowance (HRA)**

Your HRA will be ₹5,914/- per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

#### **2. Leave Travel Allowance**

You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

#### **3. Food Card**

You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias. As per the Pre-Defined structure you will be eligible for a Food Card with an amount of ₹500/- being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.



## **PERFORMANCE PAY**

### **Monthly Performance Pay**

You will receive a monthly performance pay of ₹1,700/-. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

### **Quarterly Variable Allowance**

Your variable allowance will be ₹600/- per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

## **CITY ALLOWANCE**

You will be eligible for a City Allowance of ₹200/- per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

## **XPLORE/ LEARNING INCENTIVES**

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

## **OTHER BENEFITS**

### **Health Insurance Scheme**

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:



## **1. Basic Cover**

- i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.
- ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

## **2. Higher Hospitalisation**

Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

- i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.
- ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

## **Maternity Leave**

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother, may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

## **Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)**

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

## **Loans**

You will be eligible for loans, as per TCSL's loan policy.

## **Professional Memberships**

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.



## **RETIRALS**

### **Provident Fund**

You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

### **Gratuity**

You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

## **TERMS AND CONDITIONS**

### **1. Aggregate Percentage Requirements**

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

### **2. Pre requisites for Joining**

To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.



### **3. Training Period**

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

### **4. Working Hours**

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

### **5. Mobility**

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

### **6. Compensation Structure / Salary components**

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

### **7. Increments and Promotions**

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

### **8. Alternative Occupation / Employment**

Either during the period of your traineeship or during the period of your employment as a





confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

## **9. Confidentiality Agreement**

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

## **10. Service Agreement**

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

## **11. Work in SBWS mode**

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.

## **12. Overseas International Assignment Agreement**

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related



documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

### **13. Terms and Conditions**

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

### **14. TATA Code of Conduct**

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

### **15. Notice Period**

Upon your confirmation, this contract of employment is terminable by you by giving 90 days notice in writing to TCSL. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion.

Upon your confirmation, this contract of employment may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

It is understood, agreed and made abundantly clear herein that you shall have to necessarily work during the notice period given by TCSL under this clause, unless you are otherwise relieved by TCSL by giving you payment in lieu of notice.

Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by it at its own discretion having regard to the responsibilities shouldered by you while being in the employment of TCS.

### **16. Retirement**

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

### **17. Pre-employment Medical Certificate**

You are required to submit a Medical Certificate of Fitness (in the format prescribed by



TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

## 18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

## 19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining. If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

## 20. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)





- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :

\*There is no criminal offence registered/pending against you

\*There is no disciplinary case pending against you in the university

- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

\*PAN Card (Permanent Account Number)

\*Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)

\*Passport

\*NSR E-Card

## **21. TCS Xperience Program**

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

## **22. Letter of Appointment**

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

## **23. Rules and Regulations of the Company**

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from



time to time. The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

## **24. Compliance to all clauses**

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

## **25. Data Privacy Clause:**

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of overseas deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

**Withdrawal of Offer**

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

**For TATA Consultancy Services Limited**

**Girish V. Nandimath**  
**Global Head Talent Acquisition & AIP**



[Click here](#) or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary  
Annexure 2: List of TCS Xplore Centres  
Annexure 3: Confidentiality and IP Terms



## GROSS SALARY SHEET

Annexure 1

|                       |                                          |
|-----------------------|------------------------------------------|
| <b>Name</b>           | <b>DISHA S KIRAN</b>                     |
| <b>Designation</b>    | <b>Assistant System Engineer-Trainee</b> |
| <b>Institute Name</b> | <b>Others</b>                            |

Table 1: Compensation Details (All Components in INR)

| <b>Component Category</b>             | <b>Monthly</b> | <b>Annual</b> |
|---------------------------------------|----------------|---------------|
| <b>1) Fixed Compensation</b>          |                |               |
| Basic Salary                          | 14,784         | 1,77,408      |
| Bouquet Of Benefits #                 | 7,646          | 91,752        |
| <b>2) Performance Pay**</b>           |                |               |
| Monthly Performance Pay               | 1,700          | 20,400        |
| Quarterly Variable Allowance*         | 600            | 7,200         |
| <b>3) City Allowance</b>              | 200            | 2,400         |
| <b>4) Annual Components/Retirals</b>  |                |               |
| Health Insurance***                   | NA             | 7,900         |
| Provident Fund                        | 1,774          | 21,289        |
| Gratuity                              | 711            | 8,533         |
| Total of Annual Components & Retirals | 2,485          | 37,722        |
| <b>TOTAL GROSS</b>                    | 27,415         | 350000        |
| <b>Xplore/ Learning Incentive****</b> |                | Upto 60,000   |

# Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

\* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

\*\*The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

\*\*\* For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

\*\*\*\* Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

| <b>Component Category</b>        | <b>Monthly</b> | <b>Annual</b> |
|----------------------------------|----------------|---------------|
| House Rent Allowance             | 5,914          | 70,968        |
| Leave Travel Assistance          | 1,232          | 14,784        |
| Food Card                        | 500            | 6,000         |
| <b>GROSS BOUQUET OF BENEFITS</b> | 7,646          | 91,752        |





## Annexure 2

|                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                       |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Ahmedabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Garima Park, IT/ITES SEZ, Plot # 41,<br>Gandhinagar - 382007                                                                                                                                                                                 | <b>Bangalore</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Gate 1, No 42, Think campus, Electronic City phase II,<br>Bangalore - 560100, Karnataka                                                                                           |
| <b>BUBANESHWAR</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Training Lab Venue: Barabati, IRC Block, Ground Floor,<br>Tata Consultancy Services Limited, (UNIT-II) - BARBATI<br>SEZ, IT/ITES - SPECIAL ECONOMIC ZONE (SEZ), PLOT NO.<br>35, CHANDAKA INDUSTRIAL ESTATE, PATIA,<br>Bhubaneswar - 751024 | <b>Chennai</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>415/21-24, Kumaran Nagar, Old Mahabalipuram Rd,<br>TNHB, Sholinganallur, Chennai, Tamil Nadu 600119                                                                                 |
| <b>DELHI – Gurgaon</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Block C, Kings Canyon, ASF Insignia, Gurgaon -<br>Faridabad Road, Gawal Pahari, Gurgaon - 122003,<br>Haryana                                                                                                                           | <b>DELHI – Noida</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. A-44 & A-45, Ground, 1st to 5th Floor & 10th<br>floor, Galaxy Business Park, Block - C & D, Sector - 62,<br>Noida - 201 309, UP                                      |
| <b>Guwahati</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>5th Floor, NEDFi House, G.S. Road, Dispur, Guwahati -<br>781006, Assam                                                                                                                                                                        | <b>Hyderabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Q City, Nanakramguda, Hyderabad                                                                                                                                                   |
| <b>INDORE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor,<br>Village Tigariya Badshah & Bada Bangarde, Tehsil<br>Hatod, Indore - 452018,<br>Madhya Pradesh                                                                                           | <b>KOLKATA</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Ecospace 1B building, 2nd Floor, Plot - IIF/12, New<br>Town, Rajarhat, Kolkata - 700160, West Bengal OR<br>Auditorium, 2nd Floor, Wanderers Building, Delta Park -<br>Lords |
| <b>KOCHI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>TCS centre, Infopark Road Infopark Campus, Infopark,<br>Kakkanad, Kerala 682042                                                                                                                                                                  | <b>MUMBAI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Yantra Park, Pokharan Road Number 2, TCS Approach<br>Rd, Thane, West, Thane, Maharashtra 400606                                                                                      |
| <b>NAGPUR</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,                                                                                                                                                                                         | <b>PUNE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park,<br>Hinjewadi Phase III, Pune - 411057, Maharashtra                                                                               |
| <b>Trivandrum</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Peepul Park, Technopark Campus, Kariyavattom P.O,<br>Trivandrum - 695581, India                                                                                                                                                             |                                                                                                                                                                                                                                                       |



## Annexure 3

### Confidentiality and IP Terms and Conditions

#### 1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.



## **2. Associate's Obligations**

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

## **3. Intellectual Property Rights**

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filing or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.



#### **4. Prior knowledge**

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

#### **5. Use of third party material**

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

#### **6. Security policies and Guidelines.**

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

#### **7. Working in SBWS Framework:**

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.





(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

## **8. Restriction on Associate's Rights**

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

## **9. No License**

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.



## 10. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

## 11. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay or omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.



(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.



## **Offer: Computer Consultancy**

Dear G SHASHANK GOYAL,

### **Sub: Letter of Offer**

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade **Y**. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be **₹350000/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year. Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &

**TCS Confidential**

**TCSL/DT20218279501**

**1**

**TATA CONSULTANCY SERVICES**

VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore 560 066 India

Tel: 91 80 6724 7000 Fax: 91 80 2841 0114 Website: [www.tcs.com](http://www.tcs.com)

Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021

TCS Careers Serviceline: 1800 209 3111 Email: [careers@tcs.com](mailto:careers@tcs.com)



Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

## **COMPENSATION AND BENEFITS**

### **BASIC SALARY**

You will be eligible for a basic salary of ₹14,784/- per month.

### **BOUQUET OF BENEFITS (BoB)**

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

#### **1. House Rent Allowance (HRA)**

Your HRA will be ₹5,914/- per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

#### **2. Leave Travel Allowance**

You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

#### **3. Food Card**

You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias. As per the Pre-Defined structure you will be eligible for a Food Card with an amount of ₹500/- being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.



## **PERFORMANCE PAY**

### **Monthly Performance Pay**

You will receive a monthly performance pay of ₹1,700/-. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

### **Quarterly Variable Allowance**

Your variable allowance will be ₹600/- per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

## **CITY ALLOWANCE**

You will be eligible for a City Allowance of ₹200/- per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

## **XPLORE/ LEARNING INCENTIVES**

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

## **OTHER BENEFITS**

### **Health Insurance Scheme**

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:





## **1. Basic Cover**

- i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.
- ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

## **2. Higher Hospitalisation**

Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

- i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.
- ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

## **Maternity Leave**

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

## **Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)**

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

## **Loans**

You will be eligible for loans, as per TCSL's loan policy.

## **Professional Memberships**

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.



## **RETIRALS**

### **Provident Fund**

You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

### **Gratuity**

You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

## **TERMS AND CONDITIONS**

### **1. Aggregate Percentage Requirements**

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

### **2. Pre requisites for Joining**

To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.





### **3. Training Period**

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

### **4. Working Hours**

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

### **5. Mobility**

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

### **6. Compensation Structure / Salary components**

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

### **7. Increments and Promotions**

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

### **8. Alternative Occupation / Employment**

Either during the period of your traineeship or during the period of your employment as a



confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

## **9. Confidentiality Agreement**

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

## **10. Service Agreement**

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

## **11. Work in SBWS mode**

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.

## **12. Overseas International Assignment Agreement**

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related



documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

### **13. Terms and Conditions**

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

### **14. TATA Code of Conduct**

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

### **15. Notice Period**

Upon your confirmation, this contract of employment is terminable by you by giving 90 days notice in writing to TCSL. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion.

Upon your confirmation, this contract of employment may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

It is understood, agreed and made abundantly clear herein that you shall have to necessarily work during the notice period given by TCSL under this clause, unless you are otherwise relieved by TCSL by giving you payment in lieu of notice.

Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by it at its own discretion having regard to the responsibilities shouldered by you while being in the employment of TCS.

### **16. Retirement**

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

### **17. Pre-employment Medical Certificate**

You are required to submit a Medical Certificate of Fitness (in the format prescribed by



TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

## 18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

## 19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining. If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

## 20. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)





- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :

\*There is no criminal offence registered/pending against you

\*There is no disciplinary case pending against you in the university

- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

\*PAN Card (Permanent Account Number)

\*Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)

\*Passport

\*NSR E-Card

## **21. TCS Xperience Program**

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

## **22. Letter of Appointment**

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

## **23. Rules and Regulations of the Company**

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from



time to time. The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

## **24. Compliance to all clauses**

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

## **25. Data Privacy Clause:**

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of overseas deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

**Withdrawal of Offer**

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

**For TATA Consultancy Services Limited**

**Girish V. Nandimath**  
**Global Head Talent Acquisition & AIP**



[Click here](#) or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary  
Annexure 2: List of TCS Xplore Centres  
Annexure 3: Confidentiality and IP Terms



## GROSS SALARY SHEET

Annexure 1

|                       |                                          |
|-----------------------|------------------------------------------|
| <b>Name</b>           | <b>G SHASHANK GOYAL</b>                  |
| <b>Designation</b>    | <b>Assistant System Engineer-Trainee</b> |
| <b>Institute Name</b> | <b>Others</b>                            |

Table 1: Compensation Details (All Components in INR)

| <b>Component Category</b>             | <b>Monthly</b> | <b>Annual</b>      |
|---------------------------------------|----------------|--------------------|
| <b>1) Fixed Compensation</b>          |                |                    |
| Basic Salary                          | 14,784         | 1,77,408           |
| Bouquet Of Benefits #                 | 7,646          | 91,752             |
| <b>2) Performance Pay**</b>           |                |                    |
| Monthly Performance Pay               | 1,700          | 20,400             |
| Quarterly Variable Allowance*         | 600            | 7,200              |
| <b>3) City Allowance</b>              | 200            | 2,400              |
| <b>4) Annual Components/Retirals</b>  |                |                    |
| Health Insurance***                   | NA             | 7,900              |
| Provident Fund                        | 1,774          | 21,289             |
| Gratuity                              | 711            | 8,533              |
| Total of Annual Components & Retirals | 2,485          | 37,722             |
| <b>TOTAL GROSS</b>                    | <b>27,415</b>  | <b>350000</b>      |
| <b>Xplore/ Learning Incentive****</b> |                | <b>Upto 60,000</b> |

# Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

\* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

\*\*The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

\*\*\* For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

\*\*\*\* Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

| <b>Component Category</b>        | <b>Monthly</b> | <b>Annual</b> |
|----------------------------------|----------------|---------------|
| House Rent Allowance             | 5,914          | 70,968        |
| Leave Travel Assistance          | 1,232          | 14,784        |
| Food Card                        | 500            | 6,000         |
| <b>GROSS BOUQUET OF BENEFITS</b> | <b>7,646</b>   | <b>91,752</b> |





## Annexure 2

|                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                       |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Ahmedabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Garima Park, IT/ITES SEZ, Plot # 41,<br>Gandhinagar - 382007                                                                                                                                                                               | <b>Bangalore</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Gate 1, No 42, Think campus, Electronic City phase II,<br>Bangalore - 560100, Karnataka                                                                                           |
| <b>BUBANESHWAR</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Training Lab Venue: Barabati, IRC Block, Ground Floor,<br>Tata Consultancy Services Limited, (UNIT-II) - BARBATI<br>SEZ, IT/ITES SPECIAL ECONOMIC ZONE (SEZ), PLOT NO.<br>35, CHANDAKA INDUSTRIAL ESTATE, PATIA,<br>Bhubaneswar - 751024 | <b>Chennai</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>415/21-24, Kumaran Nagar, Old Mahabalipuram Rd,<br>TNHB, Sholinganallur, Chennai, Tamil Nadu 600119                                                                                 |
| <b>DELHI – Gurgaon</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Block C, Kings Canyon, ASF Insignia, Gurgaon -<br>Faridabad Road, Gawal Pahari, Gurgaon - 122003,<br>Haryana                                                                                                                         | <b>DELHI – Noida</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. A-44 & A-45, Ground, 1st to 5th Floor & 10th<br>floor, Galaxy Business Park, Block - C & D, Sector - 62,<br>Noida - 201 309, UP                                      |
| <b>Guwahati</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>5th Floor, NEDFi House, G.S. Road, Dispur, Guwahati -<br>781006, Assam                                                                                                                                                                      | <b>Hyderabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Q City, Nanakramguda, Hyderabad                                                                                                                                                   |
| <b>INDORE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor,<br>Village Tigariya Badshah & Bada Bangarde, Tehsil<br>Hatod, Indore - 452018,<br>Madhya Pradesh                                                                                         | <b>KOLKATA</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Ecospace 1B building, 2nd Floor, Plot - IIF/12, New<br>Town, Rajarhat, Kolkata - 700160, West Bengal OR<br>Auditorium, 2nd Floor, Wanderers Building, Delta Park -<br>Lords |
| <b>KOCHI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>TCS centre, Infopark Road Infopark Campus, Infopark,<br>Kakkanad, Kerala 682042                                                                                                                                                                | <b>MUMBAI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Yantra Park, Pokharan Road Number 2, TCS Approach<br>Rd, Thane, West, Thane, Maharashtra 400606                                                                                      |
| <b>NAGPUR</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,                                                                                                                                                                                       | <b>PUNE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park,<br>Hinjewadi Phase III, Pune - 411057, Maharashtra                                                                               |
| <b>Trivandrum</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Peepul Park, Technopark Campus, Kariyavattom P.O,<br>Trivandrum - 695581, India                                                                                                                                                           |                                                                                                                                                                                                                                                       |



## Annexure 3

### Confidentiality and IP Terms and Conditions

#### 1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.



## **2. Associate's Obligations**

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

## **3. Intellectual Property Rights**

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filing or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.



#### **4. Prior knowledge**

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

#### **5. Use of third party material**

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

#### **6. Security policies and Guidelines.**

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

#### **7. Working in SBWS Framework:**

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.





(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

## **8. Restriction on Associate's Rights**

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

## **9. No License**

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.



## 10. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

## 11. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay or omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.



(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.



**Offer: Computer Consultancy**

**Ref:**

**TCSL/DT202120218279521/Bangalore**

**Date: 26/11/2021**

Dear Gaddam Chaturya,

**Sub: Letter of Offer**

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade **Y**. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be **`375000/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year. Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &

**TCS Confidential**

**1**

**TATA CONSULTANCY SERVICES**

VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore 560 066 India

Tel: 91 80 6724 7000 Fax: 91 80 2841 0114 Website: [www.tcs.com](http://www.tcs.com)

Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021

TCS Careers Serviceline: 1800 209 3111 Email: [careers@tcs.com](mailto:careers@tcs.com)





Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

## **COMPENSATION AND BENEFITS**

### **BASIC SALARY**

You will be eligible for a basic salary of `14,784/- per month.

### **BOUQUET OF BENEFITS (BoB)**

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

#### **1. House Rent Allowance (HRA)**

Your HRA will be `5,914/- per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

#### **2. Leave Travel Allowance**

You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

#### **3. Food Card**

You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias. As per the Pre-Defined structure you will be eligible for a Food Card with an amount of `500/- being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.



## **PERFORMANCE PAY**

### **Monthly Performance Pay**

You will receive a monthly performance pay of `1,700/-. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

### **Quarterly Variable Allowance**

Your variable allowance will be `600/- per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

## **CITY ALLOWANCE**

You will be eligible for a City Allowance of `200/- per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

## **XPLORE/ LEARNING INCENTIVES**

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

## **OTHER BENEFITS**

### **Health Insurance Scheme**

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:



## **1. Basic Cover**

i. Entitlement - Includes domiciliary expenses up to `6,000/- per insured person per annum and basic hospitalization expenses up to `2,00,000/- per insured person per annum.

ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

## **2. Higher Hospitalisation**

Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

i. Entitlement - You and your enrolled dependants will be entitled for `12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

## **Maternity Leave**

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother, may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

## **Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)**

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of `250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

## **Loans**

You will be eligible for loans, as per TCSL's loan policy.

## **Professional Memberships**

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.



## **RETIRALS**

### **Provident Fund**

You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

### **Gratuity**

You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

## **TERMS AND CONDITIONS**

### **1. Aggregate Percentage Requirements**

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

### **2. Pre requisites for Joining**

To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.



### **3. Training Period**

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

### **4. Working Hours**

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

### **5. Mobility**

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

### **6. Compensation Structure / Salary components**

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

### **7. Increments and Promotions**

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

### **8. Alternative Occupation / Employment**

Either during the period of your traineeship or during the period of your employment as a





confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

## **9. Confidentiality Agreement**

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

## **10. Service Agreement**

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL `50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

## **11. Work in SBWS mode**

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.

## **12. Overseas International Assignment Agreement**

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related



documents pertaining to the international assignment for which you are being placed. In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

### **13. Terms and Conditions**

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

### **14. TATA Code of Conduct**

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

### **15. Notice Period**

Upon your confirmation, this contract of employment is terminable by you by giving 90 days notice in writing to TCSL. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion.

Upon your confirmation, this contract of employment may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

It is understood, agreed and made abundantly clear herein that you shall have to necessarily work during the notice period given by TCSL under this clause, unless you are otherwise relieved by TCSL by giving you payment in lieu of notice.

Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by it at its own discretion having regard to the responsibilities shouldered by you while being in the employment of TCS.

### **16. Retirement**

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

### **17. Pre-employment Medical Certificate**

You are required to submit a Medical Certificate of Fitness (in the format prescribed by



TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

### 18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

### 19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining. If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

### 20. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)





- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :

\*There is no criminal offence registered/pending against you

\*There is no disciplinary case pending against you in the university

- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

\*PAN Card (Permanent Account Number)

\*Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)

\*Passport

\*NSR E-Card

## **21. TCS Xperience Program**

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

## **22. Letter of Appointment**

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

## **23. Rules and Regulations of the Company**

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from



time to time. The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

#### **24. Compliance to all clauses**

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

#### **25. Data Privacy Clause:**

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of overseas deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

**Withdrawal of Offer**

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

**For TATA Consultancy Services Limited**

**Girish V. Nandimath**  
**Global Head Talent Acquisition & AIP**



[Click here](#) or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary  
Annexure 2: List of TCS Xplore Centres  
Annexure 3: Confidentiality and IP Terms



## GROSS SALARY SHEET

Annexure 1

|                       |                                          |
|-----------------------|------------------------------------------|
| <b>Name</b>           | <b>Gaddam<br/>Chaturya</b>               |
| <b>Designation</b>    | <b>Assistant System Engineer-Trainee</b> |
| <b>Institute Name</b> | <b>Others</b>                            |

Table 1: Compensation Details (All Components in INR)

| <b>Component Category</b>             | <b>Monthly</b> | <b>Annual</b>      |
|---------------------------------------|----------------|--------------------|
| <b>1) Fixed Compensation</b>          |                |                    |
| Basic Salary                          | 14,784         | 1,77,408           |
| Bouquet Of Benefits #                 | 7,646          | 91,752             |
| <b>2) Performance Pay**</b>           |                |                    |
| Monthly Performance Pay               | 1,700          | 20,400             |
| Quarterly Variable Allowance*         | 600            | 7,200              |
| <b>3) City Allowance</b>              | 200            | 2,400              |
| <b>4) Annual Components/Retirals</b>  |                |                    |
| Health Insurance***                   | NA             | 7,900              |
| Provident Fund                        | 1,774          | 21,289             |
| Gratuity                              | 711            | 8,533              |
| Total of Annual Components & Retirals | 2,485          | 37,722             |
| <b>TOTAL GROSS</b>                    | <b>27,415</b>  | <b>375000</b>      |
| <b>Xplore/ Learning Incentive****</b> |                | <b>Upto 60,000</b> |

# Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

\* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

\*\*The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

\*\*\* For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

\*\*\*\* Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

| <b>Component Category</b>        | <b>Monthly</b> | <b>Annual</b> |
|----------------------------------|----------------|---------------|
| House Rent Allowance             | 5,914          | 70,968        |
| Leave Travel Assistance          | 1,232          | 14,784        |
| Food Card                        | 500            | 6,000         |
| <b>GROSS BOUQUET OF BENEFITS</b> | <b>7,646</b>   | <b>91,752</b> |





## Annexure

|                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                       |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Ahmedabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Garima Park, IT/ITES SEZ, Plot # 41,<br>Gandhinagar - 382007                                                                                                                                                                                 | <b>Bangalore</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Gate 1, No 42, Think campus, Electronic City phase II,<br>Bangalore - 560100, Karnataka                                                                                           |
| <b>BUBANESHWAR</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Training Lab Venue: Barabati, IRC Block, Ground Floor,<br>Tata Consultancy Services Limited, (UNIT-II) - BARBATI<br>SEZ, IT/ITES - SPECIAL ECONOMIC ZONE (SEZ), PLOT NO.<br>35, CHANDAKA INDUSTRIAL ESTATE, PATIA,<br>Bhubaneswar - 751024 | <b>Chennai</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>415/21-24, Kumaran Nagar, Old Mahabalipuram Rd,<br>TNHB, Sholinganallur, Chennai, Tamil Nadu 600119                                                                                 |
| <b>DELHI – Gurgaon</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Block C, Kings Canyon, ASF Insignia, Gurgaon -<br>Faridabad Road, Gawal Pahari, Gurgaon - 122003,<br>Haryana                                                                                                                           | <b>DELHI – Noida</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. A-44 & A-45, Ground, 1st to 5th Floor & 10th<br>floor, Galaxy Business Park, Block - C & D, Sector - 62,<br>Noida - 201 309, UP                                      |
| <b>Guwahati</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>5th Floor, NEDFi House, G.S. Road, Dispur, Guwahati -<br>781006, Assam                                                                                                                                                                        | <b>Hyderabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Q City, Nanakramguda, Hyderabad                                                                                                                                                   |
| <b>INDORE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor,<br>Village Tigariya Badshah & Bada Bangarda, Tehsil<br>Hatod, Indore - 452018,<br>Madhya Pradesh                                                                                           | <b>KOLKATA</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Ecospace 1B building, 2nd Floor, Plot - IIF/12, New<br>Town, Rajarhat, Kolkata - 700160, West Bengal OR<br>Auditorium, 2nd Floor, Wanderers Building, Delta Park -<br>Lords |
| <b>KOCHI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>TCS centre, Infopark Road Infopark Campus, Infopark,<br>Kakkanad, Kerala 682042                                                                                                                                                                  | <b>MUMBAI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Yantra Park, Pokharan Road Number 2, TCS Approach<br>Rd, Thane, West, Thane, Maharashtra 400606                                                                                      |
| <b>NAGPUR</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,                                                                                                                                                                                         | <b>PUNE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park,<br>Hinjewadi Phase III, Pune - 411057, Maharashtra                                                                               |
| <b>Trivandrum</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Peepul Park, Technopark Campus, Kariyavattom P.O,<br>Trivandrum - 695581, India                                                                                                                                                             |                                                                                                                                                                                                                                                       |



## Annexure

### Confidentiality and IP Terms and Conditions

#### 1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.



## **2. Associate's Obligations**

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

## **3. Intellectual Property Rights**

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filing or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.



#### **4. Prior knowledge**

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

#### **5. Use of third party material**

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

#### **6. Security policies and Guidelines.**

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

#### **7. Working in SBWS Framework:**

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.





(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

## **8. Restriction on Associate's Rights**

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

## **9. No License**

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.



## 10. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

## 11. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay or omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.



(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.



## **Offer: Computer Consultancy**

Dear HARIHARAN A,

### **Sub: Letter of Offer**

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade **Y**. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be ₹**190926/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year. Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &



Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

## **COMPENSATION AND BENEFITS**

### **BASIC SALARY**

You will be eligible for a basic salary of ₹14,784/- per month.

### **BOUQUET OF BENEFITS (BoB)**

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

#### **1. House Rent Allowance (HRA)**

Your HRA will be ₹5,914/- per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

#### **2. Leave Travel Allowance**

You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

#### **3. Food Card**

You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias. As per the Pre-Defined structure you will be eligible for a Food Card with an amount of ₹500/- being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.



## **PERFORMANCE PAY**

### **Monthly Performance Pay**

You will receive a monthly performance pay of ₹1,700/-. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

### **Quarterly Variable Allowance**

Your variable allowance will be ₹600/- per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

## **CITY ALLOWANCE**

You will be eligible for a City Allowance of ₹200/- per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

## **XPLORE/ LEARNING INCENTIVES**

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

## **OTHER BENEFITS**

### **Health Insurance Scheme**

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:





## **1. Basic Cover**

- i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.
- ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

## **2. Higher Hospitalisation**

Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

- i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.
- ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

## **Maternity Leave**

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

## **Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)**

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

## **Loans**

You will be eligible for loans, as per TCSL's loan policy.

## **Professional Memberships**

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.



## **RETIRALS**

### **Provident Fund**

You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

### **Gratuity**

You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

## **TERMS AND CONDITIONS**

### **1. Aggregate Percentage Requirements**

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

### **2. Pre requisites for Joining**

To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.





### **3. Training Period**

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

### **4. Working Hours**

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

### **5. Mobility**

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

### **6. Compensation Structure / Salary components**

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

### **7. Increments and Promotions**

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

### **8. Alternative Occupation / Employment**

Either during the period of your traineeship or during the period of your employment as a



confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

## **9. Confidentiality Agreement**

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

## **10. Service Agreement**

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

## **11. Work in SBWS mode**

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.

## **12. Overseas International Assignment Agreement**

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related



documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

### **13. Terms and Conditions**

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

### **14. TATA Code of Conduct**

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

### **15. Notice Period**

Upon your confirmation, this contract of employment is terminable by you by giving 90 days notice in writing to TCSL. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion.

Upon your confirmation, this contract of employment may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

It is understood, agreed and made abundantly clear herein that you shall have to necessarily work during the notice period given by TCSL under this clause, unless you are otherwise relieved by TCSL by giving you payment in lieu of notice.

Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by it at its own discretion having regard to the responsibilities shouldered by you while being in the employment of TCS.

### **16. Retirement**

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

### **17. Pre-employment Medical Certificate**

You are required to submit a Medical Certificate of Fitness (in the format prescribed by



TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

## 18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

## 19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining. If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

## 20. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)





- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :

\*There is no criminal offence registered/pending against you

\*There is no disciplinary case pending against you in the university

- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

\*PAN Card (Permanent Account Number)

\*Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)

\*Passport

\*NSR E-Card

## **21. TCS Xperience Program**

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

## **22. Letter of Appointment**

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

## **23. Rules and Regulations of the Company**

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from



time to time. The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

## **24. Compliance to all clauses**

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

## **25. Data Privacy Clause:**

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of overseas deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

**Withdrawal of Offer**

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

**For TATA Consultancy Services Limited**

**Girish V. Nandimath**  
**Global Head Talent Acquisition & AIP**



[Click here](#) or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary  
Annexure 2: List of TCS Xplore Centres  
Annexure 3: Confidentiality and IP Terms



## GROSS SALARY SHEET

Annexure 1

|                       |                                          |
|-----------------------|------------------------------------------|
| <b>Name</b>           | <b>HARIHARAN A</b>                       |
| <b>Designation</b>    | <b>Assistant System Engineer-Trainee</b> |
| <b>Institute Name</b> | <b>Others</b>                            |

Table 1: Compensation Details (All Components in INR)

| <b>Component Category</b>             | <b>Monthly</b> | <b>Annual</b> |
|---------------------------------------|----------------|---------------|
| <b>1) Fixed Compensation</b>          |                |               |
| Basic Salary                          | 14,784         | 1,77,408      |
| Bouquet Of Benefits #                 | 7,646          | 91,752        |
| <b>2) Performance Pay**</b>           |                |               |
| Monthly Performance Pay               | 1,700          | 20,400        |
| Quarterly Variable Allowance*         | 600            | 7,200         |
| <b>3) City Allowance</b>              | 200            | 2,400         |
| <b>4) Annual Components/Retirals</b>  |                |               |
| Health Insurance***                   | NA             | 7,900         |
| Provident Fund                        | 1,774          | 21,289        |
| Gratuity                              | 711            | 8,533         |
| Total of Annual Components & Retirals | 2,485          | 37,722        |
| <b>TOTAL GROSS</b>                    | 27,415         | 190926        |
| <b>Xplore/ Learning Incentive****</b> |                | Upto 60,000   |

# Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

\* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

\*\*The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

\*\*\* For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

\*\*\*\* Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

| <b>Component Category</b>        | <b>Monthly</b> | <b>Annual</b> |
|----------------------------------|----------------|---------------|
| House Rent Allowance             | 5,914          | 70,968        |
| Leave Travel Assistance          | 1,232          | 14,784        |
| Food Card                        | 500            | 6,000         |
| <b>GROSS BOUQUET OF BENEFITS</b> | 7,646          | 91,752        |





## Annexure 2

|                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                       |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Ahmedabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Garima Park, IT/ITES SEZ, Plot # 41,<br>Gandhinagar - 382007                                                                                                                                                                               | <b>Bangalore</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Gate 1, No 42, Think campus, Electronic City phase II,<br>Bangalore - 560100, Karnataka                                                                                           |
| <b>BUBANESHWAR</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Training Lab Venue: Barabati, IRC Block, Ground Floor,<br>Tata Consultancy Services Limited, (UNIT-II) - BARBATI<br>SEZ, IT/ITES SPECIAL ECONOMIC ZONE (SEZ), PLOT NO.<br>35, CHANDAKA INDUSTRIAL ESTATE, PATIA,<br>Bhubaneswar - 751024 | <b>Chennai</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>415/21-24, Kumaran Nagar, Old Mahabalipuram Rd,<br>TNHB, Sholinganallur, Chennai, Tamil Nadu 600119                                                                                 |
| <b>DELHI – Gurgaon</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Block C, Kings Canyon, ASF Insignia, Gurgaon -<br>Faridabad Road, Gawal Pahari, Gurgaon - 122003,<br>Haryana                                                                                                                         | <b>DELHI – Noida</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. A-44 & A-45, Ground, 1st to 5th Floor & 10th<br>floor, Galaxy Business Park, Block - C & D, Sector - 62,<br>Noida - 201 309, UP                                      |
| <b>Guwahati</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>5th Floor, NEDFi House, G.S. Road, Dispur, Guwahati -<br>781006, Assam                                                                                                                                                                      | <b>Hyderabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Q City, Nanakramguda, Hyderabad                                                                                                                                                   |
| <b>INDORE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor,<br>Village Tigariya Badshah & Bada Bangarde, Tehsil<br>Hatod, Indore - 452018,<br>Madhya Pradesh                                                                                         | <b>KOLKATA</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Ecospace 1B building, 2nd Floor, Plot - IIF/12, New<br>Town, Rajarhat, Kolkata - 700160, West Bengal OR<br>Auditorium, 2nd Floor, Wanderers Building, Delta Park -<br>Lords |
| <b>KOCHI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>TCS centre, Infopark Road Infopark Campus, Infopark,<br>Kakkanad, Kerala 682042                                                                                                                                                                | <b>MUMBAI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Yantra Park, Pokharan Road Number 2, TCS Approach<br>Rd, Thane, West, Thane, Maharashtra 400606                                                                                      |
| <b>NAGPUR</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,                                                                                                                                                                                       | <b>PUNE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park,<br>Hinjewadi Phase III, Pune - 411057, Maharashtra                                                                               |
| <b>Trivandrum</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Peepul Park, Technopark Campus, Kariyavattom P.O,<br>Trivandrum - 695581, India                                                                                                                                                           |                                                                                                                                                                                                                                                       |



## Annexure 3

### Confidentiality and IP Terms and Conditions

#### 1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.



## **2. Associate's Obligations**

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

## **3. Intellectual Property Rights**

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filing or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.



#### **4. Prior knowledge**

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

#### **5. Use of third party material**

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

#### **6. Security policies and Guidelines.**

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

#### **7. Working in SBWS Framework:**

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.





(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

## **8. Restriction on Associate's Rights**

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

## **9. No License**

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.



## 10. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

## 11. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay or omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.



(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.



## **Offer: Computer Consultancy**

Dear HEMANTH GOWDA J,

### **Sub: Letter of Offer**

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade **Y**. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be ₹**190926/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year. Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &

**TCS Confidential**

**TCSL/DT20218279501**

**1**

**TATA CONSULTANCY SERVICES**

VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore 560 066 India  
Tel: 91 80 6724 7000 Fax: 91 80 2841 0114 Website: [www.tcs.com](http://www.tcs.com)  
Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021  
TCS Careers Serviceline: 1800 209 3111 Email: [careers@tcs.com](mailto:careers@tcs.com)





Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

## **COMPENSATION AND BENEFITS**

### **BASIC SALARY**

You will be eligible for a basic salary of ₹14,784/- per month.

### **BOUQUET OF BENEFITS (BoB)**

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

#### **1. House Rent Allowance (HRA)**

Your HRA will be ₹5,914/- per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

#### **2. Leave Travel Allowance**

You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

#### **3. Food Card**

You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias. As per the Pre-Defined structure you will be eligible for a Food Card with an amount of ₹500/- being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.



## **PERFORMANCE PAY**

### **Monthly Performance Pay**

You will receive a monthly performance pay of ₹1,700/-. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

### **Quarterly Variable Allowance**

Your variable allowance will be ₹600/- per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

## **CITY ALLOWANCE**

You will be eligible for a City Allowance of ₹200/- per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

## **XPLORE/ LEARNING INCENTIVES**

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

## **OTHER BENEFITS**

### **Health Insurance Scheme**

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:



## **1. Basic Cover**

- i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.
- ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

## **2. Higher Hospitalisation**

Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

- i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.
- ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

## **Maternity Leave**

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother, may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

## **Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)**

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

## **Loans**

You will be eligible for loans, as per TCSL's loan policy.

## **Professional Memberships**

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.



## **RETIRALS**

### **Provident Fund**

You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

### **Gratuity**

You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

## **TERMS AND CONDITIONS**

### **1. Aggregate Percentage Requirements**

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

### **2. Pre requisites for Joining**

To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.



### **3. Training Period**

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

### **4. Working Hours**

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

### **5. Mobility**

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

### **6. Compensation Structure / Salary components**

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

### **7. Increments and Promotions**

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

### **8. Alternative Occupation / Employment**

Either during the period of your traineeship or during the period of your employment as a





confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

## **9. Confidentiality Agreement**

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

## **10. Service Agreement**

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

## **11. Work in SBWS mode**

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.

## **12. Overseas International Assignment Agreement**

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related



documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

### **13. Terms and Conditions**

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

### **14. TATA Code of Conduct**

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

### **15. Notice Period**

Upon your confirmation, this contract of employment is terminable by you by giving 90 days notice in writing to TCSL. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion.

Upon your confirmation, this contract of employment may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

It is understood, agreed and made abundantly clear herein that you shall have to necessarily work during the notice period given by TCSL under this clause, unless you are otherwise relieved by TCSL by giving you payment in lieu of notice.

Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by it at its own discretion having regard to the responsibilities shouldered by you while being in the employment of TCS.

### **16. Retirement**

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

### **17. Pre-employment Medical Certificate**

You are required to submit a Medical Certificate of Fitness (in the format prescribed by



TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

## 18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

## 19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining. If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

## 20. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)





- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :

\*There is no criminal offence registered/pending against you

\*There is no disciplinary case pending against you in the university

- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

\*PAN Card (Permanent Account Number)

\*Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)

\*Passport

\*NSR E-Card

## **21. TCS Xperience Program**

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

## **22. Letter of Appointment**

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

## **23. Rules and Regulations of the Company**

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from



time to time. The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

## **24. Compliance to all clauses**

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

## **25. Data Privacy Clause:**

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of overseas deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

**Withdrawal of Offer**

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

**For TATA Consultancy Services Limited**

**Girish V. Nandimath**  
**Global Head Talent Acquisition & AIP**



[Click here](#) or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary  
Annexure 2: List of TCS Xplore Centres  
Annexure 3: Confidentiality and IP Terms



## GROSS SALARY SHEET

Annexure 1

|                       |                                          |
|-----------------------|------------------------------------------|
| <b>Name</b>           | <b>HEMANTH GOWDA J</b>                   |
| <b>Designation</b>    | <b>Assistant System Engineer-Trainee</b> |
| <b>Institute Name</b> | <b>Others</b>                            |

Table 1: Compensation Details (All Components in INR)

| <b>Component Category</b>             | <b>Monthly</b> | <b>Annual</b> |
|---------------------------------------|----------------|---------------|
| <b>1) Fixed Compensation</b>          |                |               |
| Basic Salary                          | 14,784         | 1,77,408      |
| Bouquet Of Benefits #                 | 7,646          | 91,752        |
| <b>2) Performance Pay**</b>           |                |               |
| Monthly Performance Pay               | 1,700          | 20,400        |
| Quarterly Variable Allowance*         | 600            | 7,200         |
| <b>3) City Allowance</b>              | 200            | 2,400         |
| <b>4) Annual Components/Retirals</b>  |                |               |
| Health Insurance***                   | NA             | 7,900         |
| Provident Fund                        | 1,774          | 21,289        |
| Gratuity                              | 711            | 8,533         |
| Total of Annual Components & Retirals | 2,485          | 37,722        |
| <b>TOTAL GROSS</b>                    | 27,415         | 190926        |
| <b>Xplore/ Learning Incentive****</b> |                | Upto 60,000   |

# Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

\* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

\*\*The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

\*\*\* For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

\*\*\*\* Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

| <b>Component Category</b>        | <b>Monthly</b> | <b>Annual</b> |
|----------------------------------|----------------|---------------|
| House Rent Allowance             | 5,914          | 70,968        |
| Leave Travel Assistance          | 1,232          | 14,784        |
| Food Card                        | 500            | 6,000         |
| <b>GROSS BOUQUET OF BENEFITS</b> | 7,646          | 91,752        |





## Annexure 2

|                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                       |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Ahmedabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Garima Park, IT/ITES SEZ, Plot # 41,<br>Gandhinagar - 382007                                                                                                                                                                                 | <b>Bangalore</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Gate 1, No 42, Think campus, Electronic City phase II,<br>Bangalore - 560100, Karnataka                                                                                           |
| <b>BUBANESHWAR</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Training Lab Venue: Barabati, IRC Block, Ground Floor,<br>Tata Consultancy Services Limited, (UNIT-II) - BARBATI<br>SEZ, IT/ITES - SPECIAL ECONOMIC ZONE (SEZ), PLOT NO.<br>35, CHANDAKA INDUSTRIAL ESTATE, PATIA,<br>Bhubaneswar - 751024 | <b>Chennai</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>415/21-24, Kumaran Nagar, Old Mahabalipuram Rd,<br>TNHB, Sholinganallur, Chennai, Tamil Nadu 600119                                                                                 |
| <b>DELHI – Gurgaon</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Block C, Kings Canyon, ASF Insignia, Gurgaon -<br>Faridabad Road, Gawal Pahari, Gurgaon - 122003,<br>Haryana                                                                                                                           | <b>DELHI – Noida</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. A-44 & A-45, Ground, 1st to 5th Floor & 10th<br>floor, Galaxy Business Park, Block - C & D, Sector - 62,<br>Noida - 201 309, UP                                      |
| <b>Guwahati</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>5th Floor, NEDFi House, G.S. Road, Dispur, Guwahati -<br>781006, Assam                                                                                                                                                                        | <b>Hyderabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Q City, Nanakramguda, Hyderabad                                                                                                                                                   |
| <b>INDORE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor,<br>Village Tigariya Badshah & Bada Bangarde, Tehsil<br>Hatod, Indore - 452018,<br>Madhya Pradesh                                                                                           | <b>KOLKATA</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Ecospace 1B building, 2nd Floor, Plot - IIF/12, New<br>Town, Rajarhat, Kolkata - 700160, West Bengal OR<br>Auditorium, 2nd Floor, Wanderers Building, Delta Park -<br>Lords |
| <b>KOCHI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>TCS centre, Infopark Road Infopark Campus, Infopark,<br>Kakkanad, Kerala 682042                                                                                                                                                                  | <b>MUMBAI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Yantra Park, Pokharan Road Number 2, TCS Approach<br>Rd, Thane, West, Thane, Maharashtra 400606                                                                                      |
| <b>NAGPUR</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,                                                                                                                                                                                         | <b>PUNE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park,<br>Hinjewadi Phase III, Pune - 411057, Maharashtra                                                                               |
| <b>Trivandrum</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Peepul Park, Technopark Campus, Kariyavattom P.O,<br>Trivandrum - 695581, India                                                                                                                                                             |                                                                                                                                                                                                                                                       |



## Annexure 3

### Confidentiality and IP Terms and Conditions

#### 1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.



## **2. Associate's Obligations**

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

## **3. Intellectual Property Rights**

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filing or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.



#### **4. Prior knowledge**

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

#### **5. Use of third party material**

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

#### **6. Security policies and Guidelines.**

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

#### **7. Working in SBWS Framework:**

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.





(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

## **8. Restriction on Associate's Rights**

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

## **9. No License**

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.



## 10. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

## 11. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay or omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.



(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.



## **Offer: Computer Consultancy**

Dear HIMANSHU RAJ,

### **Sub: Letter of Offer**

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade **Y**. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be ₹**190926/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year. Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &

**TCS Confidential**

**TCSL/DT20218279501**

**1**

**TATA CONSULTANCY SERVICES**

VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore 560 066 India

Tel: 91 80 6724 7000 Fax: 91 80 2841 0114 Website: [www.tcs.com](http://www.tcs.com)

Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021

TCS Careers Serviceline: 1800 209 3111 Email: [careers@tcs.com](mailto:careers@tcs.com)



Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

## **COMPENSATION AND BENEFITS**

### **BASIC SALARY**

You will be eligible for a basic salary of ₹14,784/- per month.

### **BOUQUET OF BENEFITS (BoB)**

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

#### **1. House Rent Allowance (HRA)**

Your HRA will be ₹5,914/- per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

#### **2. Leave Travel Allowance**

You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

#### **3. Food Card**

You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias. As per the Pre-Defined structure you will be eligible for a Food Card with an amount of ₹500/- being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.



## **PERFORMANCE PAY**

### **Monthly Performance Pay**

You will receive a monthly performance pay of ₹1,700/-. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

### **Quarterly Variable Allowance**

Your variable allowance will be ₹600/- per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

## **CITY ALLOWANCE**

You will be eligible for a City Allowance of ₹200/- per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

## **XPLORE/ LEARNING INCENTIVES**

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

## **OTHER BENEFITS**

### **Health Insurance Scheme**

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:





## **1. Basic Cover**

i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.

ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

## **2. Higher Hospitalisation**

Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

## **Maternity Leave**

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

## **Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)**

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

## **Loans**

You will be eligible for loans, as per TCSL's loan policy.

## **Professional Memberships**

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.



## **RETIRALS**

### **Provident Fund**

You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

### **Gratuity**

You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

## **TERMS AND CONDITIONS**

### **1. Aggregate Percentage Requirements**

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

### **2. Pre requisites for Joining**

To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.





### **3. Training Period**

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

### **4. Working Hours**

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

### **5. Mobility**

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

### **6. Compensation Structure / Salary components**

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

### **7. Increments and Promotions**

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

### **8. Alternative Occupation / Employment**

Either during the period of your traineeship or during the period of your employment as a



confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

## **9. Confidentiality Agreement**

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

## **10. Service Agreement**

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

## **11. Work in SBWS mode**

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.

## **12. Overseas International Assignment Agreement**

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related



documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

### **13. Terms and Conditions**

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

### **14. TATA Code of Conduct**

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

### **15. Notice Period**

Upon your confirmation, this contract of employment is terminable by you by giving 90 days notice in writing to TCSL. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion.

Upon your confirmation, this contract of employment may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

It is understood, agreed and made abundantly clear herein that you shall have to necessarily work during the notice period given by TCSL under this clause, unless you are otherwise relieved by TCSL by giving you payment in lieu of notice.

Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by it at its own discretion having regard to the responsibilities shouldered by you while being in the employment of TCS.

### **16. Retirement**

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

### **17. Pre-employment Medical Certificate**

You are required to submit a Medical Certificate of Fitness (in the format prescribed by



TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

## 18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

## 19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining. If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

## 20. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)





- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :

\*There is no criminal offence registered/pending against you

\*There is no disciplinary case pending against you in the university

- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

\*PAN Card (Permanent Account Number)

\*Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)

\*Passport

\*NSR E-Card

## **21. TCS Xperience Program**

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

## **22. Letter of Appointment**

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

## **23. Rules and Regulations of the Company**

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from



time to time. The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

## **24. Compliance to all clauses**

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

## **25. Data Privacy Clause:**

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of overseas deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

**Withdrawal of Offer**

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

**For TATA Consultancy Services Limited**

**Girish V. Nandimath**  
**Global Head Talent Acquisition & AIP**



[Click here](#) or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary  
Annexure 2: List of TCS Xplore Centres  
Annexure 3: Confidentiality and IP Terms



## GROSS SALARY SHEET

Annexure 1

|                       |                                          |
|-----------------------|------------------------------------------|
| <b>Name</b>           | <b>HIMANSHU RAJ</b>                      |
| <b>Designation</b>    | <b>Assistant System Engineer-Trainee</b> |
| <b>Institute Name</b> | <b>Others</b>                            |

Table 1: Compensation Details (All Components in INR)

| <b>Component Category</b>             | <b>Monthly</b> | <b>Annual</b>      |
|---------------------------------------|----------------|--------------------|
| <b>1) Fixed Compensation</b>          |                |                    |
| Basic Salary                          | 14,784         | 1,77,408           |
| Bouquet Of Benefits #                 | 7,646          | 91,752             |
| <b>2) Performance Pay**</b>           |                |                    |
| Monthly Performance Pay               | 1,700          | 20,400             |
| Quarterly Variable Allowance*         | 600            | 7,200              |
| <b>3) City Allowance</b>              | 200            | 2,400              |
| <b>4) Annual Components/Retirals</b>  |                |                    |
| Health Insurance***                   | NA             | 7,900              |
| Provident Fund                        | 1,774          | 21,289             |
| Gratuity                              | 711            | 8,533              |
| Total of Annual Components & Retirals | 2,485          | 37,722             |
| <b>TOTAL GROSS</b>                    | <b>27,415</b>  | <b>190926</b>      |
| <b>Xplore/ Learning Incentive****</b> |                | <b>Upto 60,000</b> |

# Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

\* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

\*\*The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

\*\*\* For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

\*\*\*\* Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

| <b>Component Category</b>        | <b>Monthly</b> | <b>Annual</b> |
|----------------------------------|----------------|---------------|
| House Rent Allowance             | 5,914          | 70,968        |
| Leave Travel Assistance          | 1,232          | 14,784        |
| Food Card                        | 500            | 6,000         |
| <b>GROSS BOUQUET OF BENEFITS</b> | <b>7,646</b>   | <b>91,752</b> |





## Annexure 2

|                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                       |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Ahmedabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Garima Park, IT/ITES SEZ, Plot # 41,<br>Gandhinagar - 382007                                                                                                                                                                               | <b>Bangalore</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Gate 1, No 42, Think campus, Electronic City phase II,<br>Bangalore - 560100, Karnataka                                                                                           |
| <b>BUBANESHWAR</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Training Lab Venue: Barabati, IRC Block, Ground Floor,<br>Tata Consultancy Services Limited, (UNIT-II) - BARBATI<br>SEZ, IT/ITES SPECIAL ECONOMIC ZONE (SEZ), PLOT NO.<br>35, CHANDAKA INDUSTRIAL ESTATE, PATIA,<br>Bhubaneswar - 751024 | <b>Chennai</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>415/21-24, Kumaran Nagar, Old Mahabalipuram Rd,<br>TNHB, Sholinganallur, Chennai, Tamil Nadu 600119                                                                                 |
| <b>DELHI – Gurgaon</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Block C, Kings Canyon, ASF Insignia, Gurgaon -<br>Faridabad Road, Gawal Pahari, Gurgaon - 122003,<br>Haryana                                                                                                                         | <b>DELHI – Noida</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. A-44 & A-45, Ground, 1st to 5th Floor & 10th<br>floor, Galaxy Business Park, Block - C & D, Sector - 62,<br>Noida - 201 309, UP                                      |
| <b>Guwahati</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>5th Floor, NEDFi House, G.S. Road, Dispur, Guwahati -<br>781006, Assam                                                                                                                                                                      | <b>Hyderabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Q City, Nanakramguda, Hyderabad                                                                                                                                                   |
| <b>INDORE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor,<br>Village Tigariya Badshah & Bada Bangarde, Tehsil<br>Hatod, Indore - 452018,<br>Madhya Pradesh                                                                                         | <b>KOLKATA</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Ecospace 1B building, 2nd Floor, Plot - IIF/12, New<br>Town, Rajarhat, Kolkata - 700160, West Bengal OR<br>Auditorium, 2nd Floor, Wanderers Building, Delta Park -<br>Lords |
| <b>KOCHI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>TCS centre, Infopark Road Infopark Campus, Infopark,<br>Kakkanad, Kerala 682042                                                                                                                                                                | <b>MUMBAI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Yantra Park, Pokharan Road Number 2, TCS Approach<br>Rd, Thane, West, Thane, Maharashtra 400606                                                                                      |
| <b>NAGPUR</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,                                                                                                                                                                                       | <b>PUNE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park,<br>Hinjewadi Phase III, Pune - 411057, Maharashtra                                                                               |
| <b>Trivandrum</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Peepul Park, Technopark Campus, Kariyavattom P.O,<br>Trivandrum - 695581, India                                                                                                                                                           |                                                                                                                                                                                                                                                       |



## Annexure 3

### Confidentiality and IP Terms and Conditions

#### 1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.



## **2. Associate's Obligations**

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

## **3. Intellectual Property Rights**

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filing or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.



#### **4. Prior knowledge**

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

#### **5. Use of third party material**

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

#### **6. Security policies and Guidelines.**

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

#### **7. Working in SBWS Framework:**

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.





(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

## **8. Restriction on Associate's Rights**

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

## **9. No License**

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.



## 10. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

## 11. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay or omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.



(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.



## **Offer: Computer Consultancy**

Dear JEEVITH M,

### **Sub: Letter of Offer**

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade **Y**. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be ₹**190926/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year. Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &

**TCS Confidential**

**TCSL/DT20218279501**

**1**

**TATA CONSULTANCY SERVICES**

VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore 560 066 India

Tel: 91 80 6724 7000 Fax: 91 80 2841 0114 Website: [www.tcs.com](http://www.tcs.com)

Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021

TCS Careers Serviceline: 1800 209 3111 Email: [careers@tcs.com](mailto:careers@tcs.com)





Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

## **COMPENSATION AND BENEFITS**

### **BASIC SALARY**

You will be eligible for a basic salary of ₹14,784/- per month.

### **BOUQUET OF BENEFITS (BoB)**

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

#### **1. House Rent Allowance (HRA)**

Your HRA will be ₹5,914/- per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

#### **2. Leave Travel Allowance**

You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

#### **3. Food Card**

You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias. As per the Pre-Defined structure you will be eligible for a Food Card with an amount of ₹500/- being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.



## **PERFORMANCE PAY**

### **Monthly Performance Pay**

You will receive a monthly performance pay of ₹1,700/-. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

### **Quarterly Variable Allowance**

Your variable allowance will be ₹600/- per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

## **CITY ALLOWANCE**

You will be eligible for a City Allowance of ₹200/- per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

## **XPLORE/ LEARNING INCENTIVES**

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

## **OTHER BENEFITS**

### **Health Insurance Scheme**

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:



## **1. Basic Cover**

i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.

ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

## **2. Higher Hospitalisation**

Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

## **Maternity Leave**

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

## **Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)**

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

## **Loans**

You will be eligible for loans, as per TCSL's loan policy.

## **Professional Memberships**

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.



## **RETIRALS**

### **Provident Fund**

You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

### **Gratuity**

You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

## **TERMS AND CONDITIONS**

### **1. Aggregate Percentage Requirements**

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

### **2. Pre requisites for Joining**

To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.



### **3. Training Period**

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

### **4. Working Hours**

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

### **5. Mobility**

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

### **6. Compensation Structure / Salary components**

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

### **7. Increments and Promotions**

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

### **8. Alternative Occupation / Employment**

Either during the period of your traineeship or during the period of your employment as a





confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

## **9. Confidentiality Agreement**

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

## **10. Service Agreement**

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

## **11. Work in SBWS mode**

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.

## **12. Overseas International Assignment Agreement**

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related



documents pertaining to the international assignment for which you are being placed. In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

### **13. Terms and Conditions**

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

### **14. TATA Code of Conduct**

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

### **15. Notice Period**

Upon your confirmation, this contract of employment is terminable by you by giving 90 days notice in writing to TCSL. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion.

Upon your confirmation, this contract of employment may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

It is understood, agreed and made abundantly clear herein that you shall have to necessarily work during the notice period given by TCSL under this clause, unless you are otherwise relieved by TCSL by giving you payment in lieu of notice.

Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by it at its own discretion having regard to the responsibilities shouldered by you while being in the employment of TCS.

### **16. Retirement**

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

### **17. Pre-employment Medical Certificate**

You are required to submit a Medical Certificate of Fitness (in the format prescribed by



TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

## 18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

## 19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining. If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

## 20. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)





- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :

\*There is no criminal offence registered/pending against you

\*There is no disciplinary case pending against you in the university

- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

\*PAN Card (Permanent Account Number)

\*Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)

\*Passport

\*NSR E-Card

## **21. TCS Xperience Program**

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

## **22. Letter of Appointment**

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

## **23. Rules and Regulations of the Company**

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from



time to time. The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

## **24. Compliance to all clauses**

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

## **25. Data Privacy Clause:**

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of overseas deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

**Withdrawal of Offer**

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

**For TATA Consultancy Services Limited**

**Girish V. Nandimath**  
**Global Head Talent Acquisition & AIP**



[Click here](#) or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary  
Annexure 2: List of TCS Xplore Centres  
Annexure 3: Confidentiality and IP Terms



## GROSS SALARY SHEET

Annexure 1

|                       |                                          |
|-----------------------|------------------------------------------|
| <b>Name</b>           | <b>JEEVITH M</b>                         |
| <b>Designation</b>    | <b>Assistant System Engineer-Trainee</b> |
| <b>Institute Name</b> | <b>Others</b>                            |

Table 1: Compensation Details (All Components in INR)

| <b>Component Category</b>             | <b>Monthly</b> | <b>Annual</b> |
|---------------------------------------|----------------|---------------|
| <b>1) Fixed Compensation</b>          |                |               |
| Basic Salary                          | 14,784         | 1,77,408      |
| Bouquet Of Benefits #                 | 7,646          | 91,752        |
| <b>2) Performance Pay**</b>           |                |               |
| Monthly Performance Pay               | 1,700          | 20,400        |
| Quarterly Variable Allowance*         | 600            | 7,200         |
| <b>3) City Allowance</b>              | 200            | 2,400         |
| <b>4) Annual Components/Retirals</b>  |                |               |
| Health Insurance***                   | NA             | 7,900         |
| Provident Fund                        | 1,774          | 21,289        |
| Gratuity                              | 711            | 8,533         |
| Total of Annual Components & Retirals | 2,485          | 37,722        |
| <b>TOTAL GROSS</b>                    | 27,415         | 190926        |
| <b>Xplore/ Learning Incentive****</b> |                | Upto 60,000   |

# Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

\* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

\*\*The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

\*\*\* For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

\*\*\*\* Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

| <b>Component Category</b>        | <b>Monthly</b> | <b>Annual</b> |
|----------------------------------|----------------|---------------|
| House Rent Allowance             | 5,914          | 70,968        |
| Leave Travel Assistance          | 1,232          | 14,784        |
| Food Card                        | 500            | 6,000         |
| <b>GROSS BOUQUET OF BENEFITS</b> | 7,646          | 91,752        |





## Annexure 2

|                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                       |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Ahmedabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Garima Park, IT/ITES SEZ, Plot # 41,<br>Gandhinagar - 382007                                                                                                                                                                               | <b>Bangalore</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Gate 1, No 42, Think campus, Electronic City phase II,<br>Bangalore - 560100, Karnataka                                                                                           |
| <b>BUBANESHWAR</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Training Lab Venue: Barabati, IRC Block, Ground Floor,<br>Tata Consultancy Services Limited, (UNIT-II) - BARBATI<br>SEZ, IT/ITES SPECIAL ECONOMIC ZONE (SEZ), PLOT NO.<br>35, CHANDAKA INDUSTRIAL ESTATE, PATIA,<br>Bhubaneswar - 751024 | <b>Chennai</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>415/21-24, Kumaran Nagar, Old Mahabalipuram Rd,<br>TNHB, Sholinganallur, Chennai, Tamil Nadu 600119                                                                                 |
| <b>DELHI – Gurgaon</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Block C, Kings Canyon, ASF Insignia, Gurgaon -<br>Faridabad Road, Gawal Pahari, Gurgaon - 122003,<br>Haryana                                                                                                                         | <b>DELHI – Noida</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. A-44 & A-45, Ground, 1st to 5th Floor & 10th<br>floor, Galaxy Business Park, Block - C & D, Sector - 62,<br>Noida - 201 309, UP                                      |
| <b>Guwahati</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>5th Floor, NEDFi House, G.S. Road, Dispur, Guwahati -<br>781006, Assam                                                                                                                                                                      | <b>Hyderabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Q City, Nanakramguda, Hyderabad                                                                                                                                                   |
| <b>INDORE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor,<br>Village Tigariya Badshah & Bada Bangarde, Tehsil<br>Hatod, Indore - 452018,<br>Madhya Pradesh                                                                                         | <b>KOLKATA</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Ecospace 1B building, 2nd Floor, Plot - IIF/12, New<br>Town, Rajarhat, Kolkata - 700160, West Bengal OR<br>Auditorium, 2nd Floor, Wanderers Building, Delta Park -<br>Lords |
| <b>KOCHI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>TCS centre, Infopark Road Infopark Campus, Infopark,<br>Kakkanad, Kerala 682042                                                                                                                                                                | <b>MUMBAI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Yantra Park, Pokharan Road Number 2, TCS Approach<br>Rd, Thane, West, Thane, Maharashtra 400606                                                                                      |
| <b>NAGPUR</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,                                                                                                                                                                                       | <b>PUNE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park,<br>Hinjewadi Phase III, Pune - 411057, Maharashtra                                                                               |
| <b>Trivandrum</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Peepul Park, Technopark Campus, Kariyavattom P.O,<br>Trivandrum - 695581, India                                                                                                                                                           |                                                                                                                                                                                                                                                       |



## Annexure 3

### Confidentiality and IP Terms and Conditions

#### 1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.



## **2. Associate's Obligations**

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

## **3. Intellectual Property Rights**

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filing or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.



#### **4. Prior knowledge**

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

#### **5. Use of third party material**

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

#### **6. Security policies and Guidelines.**

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

#### **7. Working in SBWS Framework:**

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.





(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

## **8. Restriction on Associate's Rights**

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

## **9. No License**

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.



## 10. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

## 11. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay or omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.



(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.



## **Offer: Computer Consultancy**

Dear JOTHEESHWARAN M,

### **Sub: Letter of Offer**

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade **Y**. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be ₹**190926/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year. Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &

**TCS Confidential**

**TCSL/DT20218279501**

**1**

**TATA CONSULTANCY SERVICES**

VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore 560 066 India

Tel: 91 80 6724 7000 Fax: 91 80 2841 0114 Website: [www.tcs.com](http://www.tcs.com)

Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021

TCS Careers Serviceline: 1800 209 3111 Email: [careers@tcs.com](mailto:careers@tcs.com)



Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

## **COMPENSATION AND BENEFITS**

### **BASIC SALARY**

You will be eligible for a basic salary of ₹14,784/- per month.

### **BOUQUET OF BENEFITS (BoB)**

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

#### **1. House Rent Allowance (HRA)**

Your HRA will be ₹5,914/- per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

#### **2. Leave Travel Allowance**

You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

#### **3. Food Card**

You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias. As per the Pre-Defined structure you will be eligible for a Food Card with an amount of ₹500/- being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.



## **PERFORMANCE PAY**

### **Monthly Performance Pay**

You will receive a monthly performance pay of ₹1,700/-. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

### **Quarterly Variable Allowance**

Your variable allowance will be ₹600/- per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

## **CITY ALLOWANCE**

You will be eligible for a City Allowance of ₹200/- per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

## **XPLORE/ LEARNING INCENTIVES**

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

## **OTHER BENEFITS**

### **Health Insurance Scheme**

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:





## **1. Basic Cover**

i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.

ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

## **2. Higher Hospitalisation**

Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

## **Maternity Leave**

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

## **Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)**

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

## **Loans**

You will be eligible for loans, as per TCSL's loan policy.

## **Professional Memberships**

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.



## **RETIRALS**

### **Provident Fund**

You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

### **Gratuity**

You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

## **TERMS AND CONDITIONS**

### **1. Aggregate Percentage Requirements**

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

### **2. Pre requisites for Joining**

To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.





### **3. Training Period**

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

### **4. Working Hours**

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

### **5. Mobility**

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

### **6. Compensation Structure / Salary components**

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

### **7. Increments and Promotions**

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

### **8. Alternative Occupation / Employment**

Either during the period of your traineeship or during the period of your employment as a



confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

## **9. Confidentiality Agreement**

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

## **10. Service Agreement**

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

## **11. Work in SBWS mode**

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.

## **12. Overseas International Assignment Agreement**

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related



documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

### **13. Terms and Conditions**

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

### **14. TATA Code of Conduct**

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

### **15. Notice Period**

Upon your confirmation, this contract of employment is terminable by you by giving 90 days notice in writing to TCSL. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion.

Upon your confirmation, this contract of employment may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

It is understood, agreed and made abundantly clear herein that you shall have to necessarily work during the notice period given by TCSL under this clause, unless you are otherwise relieved by TCSL by giving you payment in lieu of notice.

Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by it at its own discretion having regard to the responsibilities shouldered by you while being in the employment of TCS.

### **16. Retirement**

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

### **17. Pre-employment Medical Certificate**

You are required to submit a Medical Certificate of Fitness (in the format prescribed by



TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

## 18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

## 19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining. If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

## 20. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)





- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :

\*There is no criminal offence registered/pending against you

\*There is no disciplinary case pending against you in the university

- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

\*PAN Card (Permanent Account Number)

\*Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)

\*Passport

\*NSR E-Card

## **21. TCS Xperience Program**

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

## **22. Letter of Appointment**

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

## **23. Rules and Regulations of the Company**

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from



time to time. The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

## **24. Compliance to all clauses**

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

## **25. Data Privacy Clause:**

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of overseas deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

**Withdrawal of Offer**

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

**For TATA Consultancy Services Limited**

**Girish V. Nandimath**  
**Global Head Talent Acquisition & AIP**



[Click here](#) or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary  
Annexure 2: List of TCS Xplore Centres  
Annexure 3: Confidentiality and IP Terms



## GROSS SALARY SHEET

Annexure 1

|                       |                                          |
|-----------------------|------------------------------------------|
| <b>Name</b>           | <b>JOTHEESHWARAN M</b>                   |
| <b>Designation</b>    | <b>Assistant System Engineer-Trainee</b> |
| <b>Institute Name</b> | <b>Others</b>                            |

Table 1: Compensation Details (All Components in INR)

| <b>Component Category</b>             | <b>Monthly</b> | <b>Annual</b> |
|---------------------------------------|----------------|---------------|
| <b>1) Fixed Compensation</b>          |                |               |
| Basic Salary                          | 14,784         | 1,77,408      |
| Bouquet Of Benefits #                 | 7,646          | 91,752        |
| <b>2) Performance Pay**</b>           |                |               |
| Monthly Performance Pay               | 1,700          | 20,400        |
| Quarterly Variable Allowance*         | 600            | 7,200         |
| <b>3) City Allowance</b>              | 200            | 2,400         |
| <b>4) Annual Components/Retirals</b>  |                |               |
| Health Insurance***                   | NA             | 7,900         |
| Provident Fund                        | 1,774          | 21,289        |
| Gratuity                              | 711            | 8,533         |
| Total of Annual Components & Retirals | 2,485          | 37,722        |
| <b>TOTAL GROSS</b>                    | 27,415         | 190926        |
| <b>Xplore/ Learning Incentive****</b> |                | Upto 60,000   |

# Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

\* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

\*\*The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

\*\*\* For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

\*\*\*\* Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

| <b>Component Category</b>        | <b>Monthly</b> | <b>Annual</b> |
|----------------------------------|----------------|---------------|
| House Rent Allowance             | 5,914          | 70,968        |
| Leave Travel Assistance          | 1,232          | 14,784        |
| Food Card                        | 500            | 6,000         |
| <b>GROSS BOUQUET OF BENEFITS</b> | 7,646          | 91,752        |





## Annexure 2

|                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                       |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Ahmedabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Garima Park, IT/ITES SEZ, Plot # 41,<br>Gandhinagar - 382007                                                                                                                                                                               | <b>Bangalore</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Gate 1, No 42, Think campus, Electronic City phase II,<br>Bangalore - 560100, Karnataka                                                                                           |
| <b>BUBANESHWAR</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Training Lab Venue: Barabati, IRC Block, Ground Floor,<br>Tata Consultancy Services Limited, (UNIT-II) - BARBATI<br>SEZ, IT/ITES SPECIAL ECONOMIC ZONE (SEZ), PLOT NO.<br>35, CHANDAKA INDUSTRIAL ESTATE, PATIA,<br>Bhubaneswar - 751024 | <b>Chennai</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>415/21-24, Kumaran Nagar, Old Mahabalipuram Rd,<br>TNHB, Sholinganallur, Chennai, Tamil Nadu 600119                                                                                 |
| <b>DELHI – Gurgaon</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Block C, Kings Canyon, ASF Insignia, Gurgaon -<br>Faridabad Road, Gawal Pahari, Gurgaon - 122003,<br>Haryana                                                                                                                         | <b>DELHI – Noida</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. A-44 & A-45, Ground, 1st to 5th Floor & 10th<br>floor, Galaxy Business Park, Block - C & D, Sector - 62,<br>Noida - 201 309, UP                                      |
| <b>Guwahati</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>5th Floor, NEDFi House, G.S. Road, Dispur, Guwahati -<br>781006, Assam                                                                                                                                                                      | <b>Hyderabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Q City, Nanakramguda, Hyderabad                                                                                                                                                   |
| <b>INDORE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor,<br>Village Tigariya Badshah & Bada Bangarde, Tehsil<br>Hatod, Indore - 452018,<br>Madhya Pradesh                                                                                         | <b>KOLKATA</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Ecospace 1B building, 2nd Floor, Plot - IIF/12, New<br>Town, Rajarhat, Kolkata - 700160, West Bengal OR<br>Auditorium, 2nd Floor, Wanderers Building, Delta Park -<br>Lords |
| <b>KOCHI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>TCS centre, Infopark Road Infopark Campus, Infopark,<br>Kakkanad, Kerala 682042                                                                                                                                                                | <b>MUMBAI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Yantra Park, Pokharan Road Number 2, TCS Approach<br>Rd, Thane, West, Thane, Maharashtra 400606                                                                                      |
| <b>NAGPUR</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,                                                                                                                                                                                       | <b>PUNE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park,<br>Hinjewadi Phase III, Pune - 411057, Maharashtra                                                                               |
| <b>Trivandrum</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Peepul Park, Technopark Campus, Kariyavattom P.O,<br>Trivandrum - 695581, India                                                                                                                                                           |                                                                                                                                                                                                                                                       |



## Annexure 3

### Confidentiality and IP Terms and Conditions

#### 1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.



## **2. Associate's Obligations**

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

## **3. Intellectual Property Rights**

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filing or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.



#### **4. Prior knowledge**

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

#### **5. Use of third party material**

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

#### **6. Security policies and Guidelines.**

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

#### **7. Working in SBWS Framework:**

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.





(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

## **8. Restriction on Associate's Rights**

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

## **9. No License**

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.



## 10. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

## 11. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay or omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.



(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.



## Offer: Computer Consultancy

Dear JYOTHI KUMARI D,

### Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade **Y**. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be ₹**190926/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year. Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &

TCS Confidential

TCSL/DT20218279501

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**TATA CONSULTANCY SERVICES**

VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore 560 066 India

Tel: 91 80 6724 7000 Fax: 91 80 2841 0114 Website: [www.tcs.com](http://www.tcs.com)

Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021

TCS Careers Serviceline: 1800 209 3111 Email: [careers@tcs.com](mailto:careers@tcs.com)





Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

## **COMPENSATION AND BENEFITS**

### **BASIC SALARY**

You will be eligible for a basic salary of ₹14,784/- per month.

### **BOUQUET OF BENEFITS (BoB)**

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

#### **1. House Rent Allowance (HRA)**

Your HRA will be ₹5,914/- per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

#### **2. Leave Travel Allowance**

You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

#### **3. Food Card**

You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias. As per the Pre-Defined structure you will be eligible for a Food Card with an amount of ₹500/- being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.



## **PERFORMANCE PAY**

### **Monthly Performance Pay**

You will receive a monthly performance pay of ₹1,700/-. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

### **Quarterly Variable Allowance**

Your variable allowance will be ₹600/- per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

## **CITY ALLOWANCE**

You will be eligible for a City Allowance of ₹200/- per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

## **XPLORE/ LEARNING INCENTIVES**

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

## **OTHER BENEFITS**

### **Health Insurance Scheme**

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:



## **1. Basic Cover**

- i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.
- ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

## **2. Higher Hospitalisation**

Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

- i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.
- ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

## **Maternity Leave**

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

## **Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)**

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

## **Loans**

You will be eligible for loans, as per TCSL's loan policy.

## **Professional Memberships**

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.



## **RETIRALS**

### **Provident Fund**

You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

### **Gratuity**

You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

## **TERMS AND CONDITIONS**

### **1. Aggregate Percentage Requirements**

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

### **2. Pre requisites for Joining**

To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.



### **3. Training Period**

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

### **4. Working Hours**

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

### **5. Mobility**

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

### **6. Compensation Structure / Salary components**

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

### **7. Increments and Promotions**

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

### **8. Alternative Occupation / Employment**

Either during the period of your traineeship or during the period of your employment as a





confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

## **9. Confidentiality Agreement**

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

## **10. Service Agreement**

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

## **11. Work in SBWS mode**

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.

## **12. Overseas International Assignment Agreement**

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related



documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

### **13. Terms and Conditions**

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

### **14. TATA Code of Conduct**

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

### **15. Notice Period**

Upon your confirmation, this contract of employment is terminable by you by giving 90 days notice in writing to TCSL. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion.

Upon your confirmation, this contract of employment may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

It is understood, agreed and made abundantly clear herein that you shall have to necessarily work during the notice period given by TCSL under this clause, unless you are otherwise relieved by TCSL by giving you payment in lieu of notice.

Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by it at its own discretion having regard to the responsibilities shouldered by you while being in the employment of TCS.

### **16. Retirement**

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

### **17. Pre-employment Medical Certificate**

You are required to submit a Medical Certificate of Fitness (in the format prescribed by



TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

## 18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

## 19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining. If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

## 20. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)





- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :

\*There is no criminal offence registered/pending against you

\*There is no disciplinary case pending against you in the university

- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

\*PAN Card (Permanent Account Number)

\*Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)

\*Passport

\*NSR E-Card

## **21. TCS Xperience Program**

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

## **22. Letter of Appointment**

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

## **23. Rules and Regulations of the Company**

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from



time to time. The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

## **24. Compliance to all clauses**

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

## **25. Data Privacy Clause:**

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of overseas deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

**Withdrawal of Offer**

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

**For TATA Consultancy Services Limited**

**Girish V. Nandimath**  
**Global Head Talent Acquisition & AIP**



[Click here](#) or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary  
Annexure 2: List of TCS Xplore Centres  
Annexure 3: Confidentiality and IP Terms



## GROSS SALARY SHEET

Annexure 1

|                       |                                          |
|-----------------------|------------------------------------------|
| <b>Name</b>           | <b>JYOTHI KUMARI D</b>                   |
| <b>Designation</b>    | <b>Assistant System Engineer-Trainee</b> |
| <b>Institute Name</b> | <b>Others</b>                            |

Table 1: Compensation Details (All Components in INR)

| <b>Component Category</b>             | <b>Monthly</b> | <b>Annual</b> |
|---------------------------------------|----------------|---------------|
| <b>1) Fixed Compensation</b>          |                |               |
| Basic Salary                          | 14,784         | 1,77,408      |
| Bouquet Of Benefits #                 | 7,646          | 91,752        |
| <b>2) Performance Pay**</b>           |                |               |
| Monthly Performance Pay               | 1,700          | 20,400        |
| Quarterly Variable Allowance*         | 600            | 7,200         |
| <b>3) City Allowance</b>              | 200            | 2,400         |
| <b>4) Annual Components/Retirals</b>  |                |               |
| Health Insurance***                   | NA             | 7,900         |
| Provident Fund                        | 1,774          | 21,289        |
| Gratuity                              | 711            | 8,533         |
| Total of Annual Components & Retirals | 2,485          | 37,722        |
| <b>TOTAL GROSS</b>                    | 27,415         | 190926        |
| <b>Xplore/ Learning Incentive****</b> |                | Upto 60,000   |

# Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

\* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

\*\*The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

\*\*\* For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

\*\*\*\* Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

| <b>Component Category</b>        | <b>Monthly</b> | <b>Annual</b> |
|----------------------------------|----------------|---------------|
| House Rent Allowance             | 5,914          | 70,968        |
| Leave Travel Assistance          | 1,232          | 14,784        |
| Food Card                        | 500            | 6,000         |
| <b>GROSS BOUQUET OF BENEFITS</b> | 7,646          | 91,752        |





## Annexure 2

|                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                       |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Ahmedabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Garima Park, IT/ITES SEZ, Plot # 41,<br>Gandhinagar - 382007                                                                                                                                                                                 | <b>Bangalore</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Gate 1, No 42, Think campus, Electronic City phase II,<br>Bangalore - 560100, Karnataka                                                                                           |
| <b>BUBANESHWAR</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Training Lab Venue: Barabati, IRC Block, Ground Floor,<br>Tata Consultancy Services Limited, (UNIT-II) - BARBATI<br>SEZ, IT/ITES - SPECIAL ECONOMIC ZONE (SEZ), PLOT NO.<br>35, CHANDAKA INDUSTRIAL ESTATE, PATIA,<br>Bhubaneswar - 751024 | <b>Chennai</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>415/21-24, Kumaran Nagar, Old Mahabalipuram Rd,<br>TNHB, Sholinganallur, Chennai, Tamil Nadu 600119                                                                                 |
| <b>DELHI – Gurgaon</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Block C, Kings Canyon, ASF Insignia, Gurgaon -<br>Faridabad Road, Gawal Pahari, Gurgaon - 122003,<br>Haryana                                                                                                                           | <b>DELHI – Noida</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. A-44 & A-45, Ground, 1st to 5th Floor & 10th<br>floor, Galaxy Business Park, Block - C & D, Sector - 62,<br>Noida - 201 309, UP                                      |
| <b>Guwahati</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>5th Floor, NEDFi House, G.S. Road, Dispur, Guwahati -<br>781006, Assam                                                                                                                                                                        | <b>Hyderabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Q City, Nanakramguda, Hyderabad                                                                                                                                                   |
| <b>INDORE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor,<br>Village Tigariya Badshah & Bada Bangarde, Tehsil<br>Hatod, Indore - 452018,<br>Madhya Pradesh                                                                                           | <b>KOLKATA</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Ecospace 1B building, 2nd Floor, Plot - IIF/12, New<br>Town, Rajarhat, Kolkata - 700160, West Bengal OR<br>Auditorium, 2nd Floor, Wanderers Building, Delta Park -<br>Lords |
| <b>KOCHI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>TCS centre, Infopark Road Infopark Campus, Infopark,<br>Kakkanad, Kerala 682042                                                                                                                                                                  | <b>MUMBAI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Yantra Park, Pokharan Road Number 2, TCS Approach<br>Rd, Thane, West, Thane, Maharashtra 400606                                                                                      |
| <b>NAGPUR</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,                                                                                                                                                                                         | <b>PUNE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park,<br>Hinjewadi Phase III, Pune - 411057, Maharashtra                                                                               |
| <b>Trivandrum</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Peepul Park, Technopark Campus, Kariyavattom P.O,<br>Trivandrum - 695581, India                                                                                                                                                             |                                                                                                                                                                                                                                                       |



## Annexure 3

### Confidentiality and IP Terms and Conditions

#### 1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.



## **2. Associate's Obligations**

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

## **3. Intellectual Property Rights**

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filing or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.



#### **4. Prior knowledge**

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

#### **5. Use of third party material**

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

#### **6. Security policies and Guidelines.**

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

#### **7. Working in SBWS Framework:**

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.





(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

## **8. Restriction on Associate's Rights**

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

## **9. No License**

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.



## 10. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

## 11. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay or omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.



(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.



## Offer: Computer Consultancy

Dear JYOTHI LAKSHMI N,

### Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade **Y**. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be ₹**190926/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year. Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &

TCS Confidential

TCSL/DT20218279501

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**TATA CONSULTANCY SERVICES**

VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore 560 066 India

Tel: 91 80 6724 7000 Fax: 91 80 2841 0114 Website: [www.tcs.com](http://www.tcs.com)

Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021

TCS Careers Serviceline: 1800 209 3111 Email: [careers@tcs.com](mailto:careers@tcs.com)



Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

## **COMPENSATION AND BENEFITS**

### **BASIC SALARY**

You will be eligible for a basic salary of ₹14,784/- per month.

### **BOUQUET OF BENEFITS (BoB)**

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

#### **1. House Rent Allowance (HRA)**

Your HRA will be ₹5,914/- per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

#### **2. Leave Travel Allowance**

You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

#### **3. Food Card**

You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias. As per the Pre-Defined structure you will be eligible for a Food Card with an amount of ₹500/- being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.



## **PERFORMANCE PAY**

### **Monthly Performance Pay**

You will receive a monthly performance pay of ₹1,700/-. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

### **Quarterly Variable Allowance**

Your variable allowance will be ₹600/- per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

## **CITY ALLOWANCE**

You will be eligible for a City Allowance of ₹200/- per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

## **XPLORE/ LEARNING INCENTIVES**

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

## **OTHER BENEFITS**

### **Health Insurance Scheme**

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:





## **1. Basic Cover**

i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.

ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

## **2. Higher Hospitalisation**

Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

## **Maternity Leave**

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother, may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

## **Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)**

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

## **Loans**

You will be eligible for loans, as per TCSL's loan policy.

## **Professional Memberships**

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.



## **RETIRALS**

### **Provident Fund**

You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

### **Gratuity**

You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

## **TERMS AND CONDITIONS**

### **1. Aggregate Percentage Requirements**

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

### **2. Pre requisites for Joining**

To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.





### **3. Training Period**

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

### **4. Working Hours**

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

### **5. Mobility**

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

### **6. Compensation Structure / Salary components**

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

### **7. Increments and Promotions**

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

### **8. Alternative Occupation / Employment**

Either during the period of your traineeship or during the period of your employment as a



confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

## **9. Confidentiality Agreement**

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

## **10. Service Agreement**

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

## **11. Work in SBWS mode**

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.

## **12. Overseas International Assignment Agreement**

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related



documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

### **13. Terms and Conditions**

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

### **14. TATA Code of Conduct**

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

### **15. Notice Period**

Upon your confirmation, this contract of employment is terminable by you by giving 90 days notice in writing to TCSL. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion.

Upon your confirmation, this contract of employment may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

It is understood, agreed and made abundantly clear herein that you shall have to necessarily work during the notice period given by TCSL under this clause, unless you are otherwise relieved by TCSL by giving you payment in lieu of notice.

Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by it at its own discretion having regard to the responsibilities shouldered by you while being in the employment of TCS.

### **16. Retirement**

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

### **17. Pre-employment Medical Certificate**

You are required to submit a Medical Certificate of Fitness (in the format prescribed by



TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

## 18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

## 19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining. If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

## 20. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)





- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :

\*There is no criminal offence registered/pending against you

\*There is no disciplinary case pending against you in the university

- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

\*PAN Card (Permanent Account Number)

\*Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)

\*Passport

\*NSR E-Card

## **21. TCS Xperience Program**

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

## **22. Letter of Appointment**

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

## **23. Rules and Regulations of the Company**

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from



time to time. The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

## **24. Compliance to all clauses**

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

## **25. Data Privacy Clause:**

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of overseas deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

**Withdrawal of Offer**

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

**For TATA Consultancy Services Limited**

**Girish V. Nandimath**  
**Global Head Talent Acquisition & AIP**



[Click here](#) or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary  
Annexure 2: List of TCS Xplore Centres  
Annexure 3: Confidentiality and IP Terms



## GROSS SALARY SHEET

Annexure 1

|                       |                                          |
|-----------------------|------------------------------------------|
| <b>Name</b>           | <b>JYOTHI LAKSHMI N</b>                  |
| <b>Designation</b>    | <b>Assistant System Engineer-Trainee</b> |
| <b>Institute Name</b> | <b>Others</b>                            |

Table 1: Compensation Details (All Components in INR)

| <b>Component Category</b>             | <b>Monthly</b> | <b>Annual</b> |
|---------------------------------------|----------------|---------------|
| <b>1) Fixed Compensation</b>          |                |               |
| Basic Salary                          | 14,784         | 1,77,408      |
| Bouquet Of Benefits #                 | 7,646          | 91,752        |
| <b>2) Performance Pay**</b>           |                |               |
| Monthly Performance Pay               | 1,700          | 20,400        |
| Quarterly Variable Allowance*         | 600            | 7,200         |
| <b>3) City Allowance</b>              | 200            | 2,400         |
| <b>4) Annual Components/Retirals</b>  |                |               |
| Health Insurance***                   | NA             | 7,900         |
| Provident Fund                        | 1,774          | 21,289        |
| Gratuity                              | 711            | 8,533         |
| Total of Annual Components & Retirals | 2,485          | 37,722        |
| <b>TOTAL GROSS</b>                    | 27,415         | 190926        |
| <b>Xplore/ Learning Incentive****</b> |                | Upto 60,000   |

# Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

\* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

\*\*The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

\*\*\* For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

\*\*\*\* Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

| <b>Component Category</b>        | <b>Monthly</b> | <b>Annual</b> |
|----------------------------------|----------------|---------------|
| House Rent Allowance             | 5,914          | 70,968        |
| Leave Travel Assistance          | 1,232          | 14,784        |
| Food Card                        | 500            | 6,000         |
| <b>GROSS BOUQUET OF BENEFITS</b> | 7,646          | 91,752        |





## Annexure 2

|                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                       |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Ahmedabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Garima Park, IT/ITES SEZ, Plot # 41,<br>Gandhinagar - 382007                                                                                                                                                                                 | <b>Bangalore</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Gate 1, No 42, Think campus, Electronic City phase II,<br>Bangalore - 560100, Karnataka                                                                                           |
| <b>BUBANESHWAR</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Training Lab Venue: Barabati, IRC Block, Ground Floor,<br>Tata Consultancy Services Limited, (UNIT-II) - BARBATI<br>SEZ, IT/ITES - SPECIAL ECONOMIC ZONE (SEZ), PLOT NO.<br>35, CHANDAKA INDUSTRIAL ESTATE, PATIA,<br>Bhubaneswar - 751024 | <b>Chennai</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>415/21-24, Kumaran Nagar, Old Mahabalipuram Rd,<br>TNHB, Sholinganallur, Chennai, Tamil Nadu 600119                                                                                 |
| <b>DELHI – Gurgaon</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Block C, Kings Canyon, ASF Insignia, Gurgaon -<br>Faridabad Road, Gawal Pahari, Gurgaon - 122003,<br>Haryana                                                                                                                           | <b>DELHI – Noida</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. A-44 & A-45, Ground, 1st to 5th Floor & 10th<br>floor, Galaxy Business Park, Block - C & D, Sector - 62,<br>Noida - 201 309, UP                                      |
| <b>Guwahati</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>5th Floor, NEDFi House, G.S. Road, Dispur, Guwahati -<br>781006, Assam                                                                                                                                                                        | <b>Hyderabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Q City, Nanakramguda, Hyderabad                                                                                                                                                   |
| <b>INDORE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor,<br>Village Tigariya Badshah & Bada Bangarde, Tehsil<br>Hatod, Indore - 452018,<br>Madhya Pradesh                                                                                           | <b>KOLKATA</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Ecospace 1B building, 2nd Floor, Plot - IIF/12, New<br>Town, Rajarhat, Kolkata - 700160, West Bengal OR<br>Auditorium, 2nd Floor, Wanderers Building, Delta Park -<br>Lords |
| <b>KOCHI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>TCS centre, Infopark Road Infopark Campus, Infopark,<br>Kakkanad, Kerala 682042                                                                                                                                                                  | <b>MUMBAI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Yantra Park, Pokharan Road Number 2, TCS Approach<br>Rd, Thane, West, Thane, Maharashtra 400606                                                                                      |
| <b>NAGPUR</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,                                                                                                                                                                                         | <b>PUNE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park,<br>Hinjewadi Phase III, Pune - 411057, Maharashtra                                                                               |
| <b>Trivandrum</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Peepul Park, Technopark Campus, Kariyavattom P.O,<br>Trivandrum - 695581, India                                                                                                                                                             |                                                                                                                                                                                                                                                       |



## Annexure 3

### Confidentiality and IP Terms and Conditions

#### 1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.



## **2. Associate's Obligations**

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

## **3. Intellectual Property Rights**

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filing or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.



#### **4. Prior knowledge**

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

#### **5. Use of third party material**

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

#### **6. Security policies and Guidelines.**

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

#### **7. Working in SBWS Framework:**

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.





(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

## **8. Restriction on Associate's Rights**

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

## **9. No License**

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.



## 10. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

## 11. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay or omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.



(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.



## **Offer: Computer Consultancy**

Dear K P DILSHAD,

### **Sub: Letter of Offer**

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade **Y**. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be ₹**190926/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year. Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &

**TCS Confidential**

**TCSL/DT20218279501**

**1**

**TATA CONSULTANCY SERVICES**

VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore 560 066 India

Tel: 91 80 6724 7000 Fax: 91 80 2841 0114 Website: [www.tcs.com](http://www.tcs.com)

Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021

TCS Careers Serviceline: 1800 209 3111 Email: [careers@tcs.com](mailto:careers@tcs.com)





Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

## **COMPENSATION AND BENEFITS**

### **BASIC SALARY**

You will be eligible for a basic salary of ₹14,784/- per month.

### **BOUQUET OF BENEFITS (BoB)**

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

#### **1. House Rent Allowance (HRA)**

Your HRA will be ₹5,914/- per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

#### **2. Leave Travel Allowance**

You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

#### **3. Food Card**

You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias. As per the Pre-Defined structure you will be eligible for a Food Card with an amount of ₹500/- being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.



## **PERFORMANCE PAY**

### **Monthly Performance Pay**

You will receive a monthly performance pay of ₹1,700/-. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

### **Quarterly Variable Allowance**

Your variable allowance will be ₹600/- per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

## **CITY ALLOWANCE**

You will be eligible for a City Allowance of ₹200/- per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

## **XPLORE/ LEARNING INCENTIVES**

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

## **OTHER BENEFITS**

### **Health Insurance Scheme**

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:



## **1. Basic Cover**

- i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.
- ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

## **2. Higher Hospitalisation**

Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

- i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.
- ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

## **Maternity Leave**

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother, may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

## **Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)**

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

## **Loans**

You will be eligible for loans, as per TCSL's loan policy.

## **Professional Memberships**

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.



## **RETIRALS**

### **Provident Fund**

You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

### **Gratuity**

You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

## **TERMS AND CONDITIONS**

### **1. Aggregate Percentage Requirements**

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

### **2. Pre requisites for Joining**

To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.



### **3. Training Period**

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

### **4. Working Hours**

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

### **5. Mobility**

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

### **6. Compensation Structure / Salary components**

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

### **7. Increments and Promotions**

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

### **8. Alternative Occupation / Employment**

Either during the period of your traineeship or during the period of your employment as a





confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

## **9. Confidentiality Agreement**

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

## **10. Service Agreement**

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

## **11. Work in SBWS mode**

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.

## **12. Overseas International Assignment Agreement**

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related



documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

### **13. Terms and Conditions**

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

### **14. TATA Code of Conduct**

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

### **15. Notice Period**

Upon your confirmation, this contract of employment is terminable by you by giving 90 days notice in writing to TCSL. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion.

Upon your confirmation, this contract of employment may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

It is understood, agreed and made abundantly clear herein that you shall have to necessarily work during the notice period given by TCSL under this clause, unless you are otherwise relieved by TCSL by giving you payment in lieu of notice.

Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by it at its own discretion having regard to the responsibilities shouldered by you while being in the employment of TCS.

### **16. Retirement**

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

### **17. Pre-employment Medical Certificate**

You are required to submit a Medical Certificate of Fitness (in the format prescribed by



TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

## 18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

## 19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining. If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

## 20. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)





- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :

\*There is no criminal offence registered/pending against you

\*There is no disciplinary case pending against you in the university

- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

\*PAN Card (Permanent Account Number)

\*Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)

\*Passport

\*NSR E-Card

## **21. TCS Xperience Program**

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

## **22. Letter of Appointment**

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

## **23. Rules and Regulations of the Company**

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from



time to time. The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

## **24. Compliance to all clauses**

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

## **25. Data Privacy Clause:**

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of overseas deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

**Withdrawal of Offer**

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

**For TATA Consultancy Services Limited**

**Girish V. Nandimath**  
**Global Head Talent Acquisition & AIP**



[Click here](#) or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary  
Annexure 2: List of TCS Xplore Centres  
Annexure 3: Confidentiality and IP Terms



## GROSS SALARY SHEET

Annexure 1

|                       |                                          |
|-----------------------|------------------------------------------|
| <b>Name</b>           | <b>K P DILSHAD</b>                       |
| <b>Designation</b>    | <b>Assistant System Engineer-Trainee</b> |
| <b>Institute Name</b> | <b>Others</b>                            |

Table 1: Compensation Details (All Components in INR)

| <b>Component Category</b>             | <b>Monthly</b> | <b>Annual</b>      |
|---------------------------------------|----------------|--------------------|
| <b>1) Fixed Compensation</b>          |                |                    |
| Basic Salary                          | 14,784         | 1,77,408           |
| Bouquet Of Benefits #                 | 7,646          | 91,752             |
| <b>2) Performance Pay**</b>           |                |                    |
| Monthly Performance Pay               | 1,700          | 20,400             |
| Quarterly Variable Allowance*         | 600            | 7,200              |
| <b>3) City Allowance</b>              | 200            | 2,400              |
| <b>4) Annual Components/Retirals</b>  |                |                    |
| Health Insurance***                   | NA             | 7,900              |
| Provident Fund                        | 1,774          | 21,289             |
| Gratuity                              | 711            | 8,533              |
| Total of Annual Components & Retirals | 2,485          | 37,722             |
| <b>TOTAL GROSS</b>                    | <b>27,415</b>  | <b>190926</b>      |
| <b>Xplore/ Learning Incentive****</b> |                | <b>Upto 60,000</b> |

# Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

\* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

\*\*The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

\*\*\* For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

\*\*\*\* Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

| <b>Component Category</b>        | <b>Monthly</b> | <b>Annual</b> |
|----------------------------------|----------------|---------------|
| House Rent Allowance             | 5,914          | 70,968        |
| Leave Travel Assistance          | 1,232          | 14,784        |
| Food Card                        | 500            | 6,000         |
| <b>GROSS BOUQUET OF BENEFITS</b> | <b>7,646</b>   | <b>91,752</b> |





## Annexure 2

|                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                       |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Ahmedabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Garima Park, IT/ITES SEZ, Plot # 41,<br>Gandhinagar - 382007                                                                                                                                                                               | <b>Bangalore</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Gate 1, No 42, Think campus, Electronic City phase II,<br>Bangalore - 560100, Karnataka                                                                                           |
| <b>BUBANESHWAR</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Training Lab Venue: Barabati, IRC Block, Ground Floor,<br>Tata Consultancy Services Limited, (UNIT-II) - BARBATI<br>SEZ, IT/ITES SPECIAL ECONOMIC ZONE (SEZ), PLOT NO.<br>35, CHANDAKA INDUSTRIAL ESTATE, PATIA,<br>Bhubaneswar - 751024 | <b>Chennai</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>415/21-24, Kumaran Nagar, Old Mahabalipuram Rd,<br>TNHB, Sholinganallur, Chennai, Tamil Nadu 600119                                                                                 |
| <b>DELHI – Gurgaon</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Block C, Kings Canyon, ASF Insignia, Gurgaon -<br>Faridabad Road, Gawal Pahari, Gurgaon - 122003,<br>Haryana                                                                                                                         | <b>DELHI – Noida</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. A-44 & A-45, Ground, 1st to 5th Floor & 10th<br>floor, Galaxy Business Park, Block - C & D, Sector - 62,<br>Noida - 201 309, UP                                      |
| <b>Guwahati</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>5th Floor, NEDFi House, G.S. Road, Dispur, Guwahati -<br>781006, Assam                                                                                                                                                                      | <b>Hyderabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Q City, Nanakramguda, Hyderabad                                                                                                                                                   |
| <b>INDORE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor,<br>Village Tigariya Badshah & Bada Bangarde, Tehsil<br>Hatod, Indore - 452018,<br>Madhya Pradesh                                                                                         | <b>KOLKATA</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Ecospace 1B building, 2nd Floor, Plot - IIF/12, New<br>Town, Rajarhat, Kolkata - 700160, West Bengal OR<br>Auditorium, 2nd Floor, Wanderers Building, Delta Park -<br>Lords |
| <b>KOCHI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>TCS centre, Infopark Road Infopark Campus, Infopark,<br>Kakkanad, Kerala 682042                                                                                                                                                                | <b>MUMBAI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Yantra Park, Pokharan Road Number 2, TCS Approach<br>Rd, Thane, West, Thane, Maharashtra 400606                                                                                      |
| <b>NAGPUR</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,                                                                                                                                                                                       | <b>PUNE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park,<br>Hinjewadi Phase III, Pune - 411057, Maharashtra                                                                               |
| <b>Trivandrum</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Peepul Park, Technopark Campus, Kariyavattom P.O,<br>Trivandrum - 695581, India                                                                                                                                                           |                                                                                                                                                                                                                                                       |



## Annexure 3

### Confidentiality and IP Terms and Conditions

#### 1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.



## **2. Associate's Obligations**

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

## **3. Intellectual Property Rights**

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filing or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.



#### **4. Prior knowledge**

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

#### **5. Use of third party material**

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

#### **6. Security policies and Guidelines.**

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

#### **7. Working in SBWS Framework:**

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.





(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

## **8. Restriction on Associate's Rights**

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

## **9. No License**

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.



## 10. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

## 11. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay or omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.



(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.



## **Offer: Computer Consultancy**

Dear KARTHIK M S,

### **Sub: Letter of Offer**

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade **Y**. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be ₹**190926/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year. Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &

**TCS Confidential**

**TCSL/DT20218279501**

**1**

**TATA CONSULTANCY SERVICES**

VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore 560 066 India

Tel: 91 80 6724 7000 Fax: 91 80 2841 0114 Website: [www.tcs.com](http://www.tcs.com)

Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021

TCS Careers Serviceline: 1800 209 3111 Email: [careers@tcs.com](mailto:careers@tcs.com)



Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

## **COMPENSATION AND BENEFITS**

### **BASIC SALARY**

You will be eligible for a basic salary of ₹14,784/- per month.

### **BOUQUET OF BENEFITS (BoB)**

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

#### **1. House Rent Allowance (HRA)**

Your HRA will be ₹5,914/- per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

#### **2. Leave Travel Allowance**

You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

#### **3. Food Card**

You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias. As per the Pre-Defined structure you will be eligible for a Food Card with an amount of ₹500/- being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.



## **PERFORMANCE PAY**

### **Monthly Performance Pay**

You will receive a monthly performance pay of ₹1,700/-. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

### **Quarterly Variable Allowance**

Your variable allowance will be ₹600/- per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

## **CITY ALLOWANCE**

You will be eligible for a City Allowance of ₹200/- per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

## **XPLORE/ LEARNING INCENTIVES**

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

## **OTHER BENEFITS**

### **Health Insurance Scheme**

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:





## **1. Basic Cover**

- i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.
- ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

## **2. Higher Hospitalisation**

Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

- i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.
- ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

## **Maternity Leave**

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother, may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

## **Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)**

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

## **Loans**

You will be eligible for loans, as per TCSL's loan policy.

## **Professional Memberships**

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.



## **RETIRALS**

### **Provident Fund**

You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

### **Gratuity**

You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

## **TERMS AND CONDITIONS**

### **1. Aggregate Percentage Requirements**

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

### **2. Pre requisites for Joining**

To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.





### **3. Training Period**

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

### **4. Working Hours**

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

### **5. Mobility**

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

### **6. Compensation Structure / Salary components**

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

### **7. Increments and Promotions**

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

### **8. Alternative Occupation / Employment**

Either during the period of your traineeship or during the period of your employment as a



confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

## **9. Confidentiality Agreement**

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

## **10. Service Agreement**

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

## **11. Work in SBWS mode**

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.

## **12. Overseas International Assignment Agreement**

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related



documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

### **13. Terms and Conditions**

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

### **14. TATA Code of Conduct**

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

### **15. Notice Period**

Upon your confirmation, this contract of employment is terminable by you by giving 90 days notice in writing to TCSL. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion.

Upon your confirmation, this contract of employment may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

It is understood, agreed and made abundantly clear herein that you shall have to necessarily work during the notice period given by TCSL under this clause, unless you are otherwise relieved by TCSL by giving you payment in lieu of notice.

Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by it at its own discretion having regard to the responsibilities shouldered by you while being in the employment of TCS.

### **16. Retirement**

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

### **17. Pre-employment Medical Certificate**

You are required to submit a Medical Certificate of Fitness (in the format prescribed by



TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

## 18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

## 19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining. If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

## 20. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)





- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :

\*There is no criminal offence registered/pending against you

\*There is no disciplinary case pending against you in the university

- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

\*PAN Card (Permanent Account Number)

\*Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)

\*Passport

\*NSR E-Card

## **21. TCS Xperience Program**

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

## **22. Letter of Appointment**

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

## **23. Rules and Regulations of the Company**

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from



time to time. The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

## **24. Compliance to all clauses**

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

## **25. Data Privacy Clause:**

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of overseas deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

**Withdrawal of Offer**

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

**For TATA Consultancy Services Limited**

**Girish V. Nandimath**  
**Global Head Talent Acquisition & AIP**



[Click here](#) or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary  
Annexure 2: List of TCS Xplore Centres  
Annexure 3: Confidentiality and IP Terms



## GROSS SALARY SHEET

Annexure 1

|                       |                                          |
|-----------------------|------------------------------------------|
| <b>Name</b>           | <b>KARTHIK M S</b>                       |
| <b>Designation</b>    | <b>Assistant System Engineer-Trainee</b> |
| <b>Institute Name</b> | <b>Others</b>                            |

Table 1: Compensation Details (All Components in INR)

| <b>Component Category</b>             | <b>Monthly</b> | <b>Annual</b> |
|---------------------------------------|----------------|---------------|
| <b>1) Fixed Compensation</b>          |                |               |
| Basic Salary                          | 14,784         | 1,77,408      |
| Bouquet Of Benefits #                 | 7,646          | 91,752        |
| <b>2) Performance Pay**</b>           |                |               |
| Monthly Performance Pay               | 1,700          | 20,400        |
| Quarterly Variable Allowance*         | 600            | 7,200         |
| <b>3) City Allowance</b>              | 200            | 2,400         |
| <b>4) Annual Components/Retirals</b>  |                |               |
| Health Insurance***                   | NA             | 7,900         |
| Provident Fund                        | 1,774          | 21,289        |
| Gratuity                              | 711            | 8,533         |
| Total of Annual Components & Retirals | 2,485          | 37,722        |
| <b>TOTAL GROSS</b>                    | 27,415         | 190926        |
| <b>Xplore/ Learning Incentive****</b> |                | Upto 60,000   |

# Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

\* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

\*\*The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

\*\*\* For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

\*\*\*\* Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

| <b>Component Category</b>        | <b>Monthly</b> | <b>Annual</b> |
|----------------------------------|----------------|---------------|
| House Rent Allowance             | 5,914          | 70,968        |
| Leave Travel Assistance          | 1,232          | 14,784        |
| Food Card                        | 500            | 6,000         |
| <b>GROSS BOUQUET OF BENEFITS</b> | 7,646          | 91,752        |





## Annexure 2

|                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                       |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Ahmedabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Garima Park, IT/ITES SEZ, Plot # 41,<br>Gandhinagar - 382007                                                                                                                                                                                 | <b>Bangalore</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Gate 1, No 42, Think campus, Electronic City phase II,<br>Bangalore - 560100, Karnataka                                                                                           |
| <b>BUBANESHWAR</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Training Lab Venue: Barabati, IRC Block, Ground Floor,<br>Tata Consultancy Services Limited, (UNIT-II) - BARBATI<br>SEZ, IT/ITES - SPECIAL ECONOMIC ZONE (SEZ), PLOT NO.<br>35, CHANDAKA INDUSTRIAL ESTATE, PATIA,<br>Bhubaneswar - 751024 | <b>Chennai</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>415/21-24, Kumaran Nagar, Old Mahabalipuram Rd,<br>TNHB, Sholinganallur, Chennai, Tamil Nadu 600119                                                                                 |
| <b>DELHI – Gurgaon</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Block C, Kings Canyon, ASF Insignia, Gurgaon -<br>Faridabad Road, Gawal Pahari, Gurgaon - 122003,<br>Haryana                                                                                                                           | <b>DELHI – Noida</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. A-44 & A-45, Ground, 1st to 5th Floor & 10th<br>floor, Galaxy Business Park, Block - C & D, Sector - 62,<br>Noida - 201 309, UP                                      |
| <b>Guwahati</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>5th Floor, NEDFi House, G.S. Road, Dispur, Guwahati -<br>781006, Assam                                                                                                                                                                        | <b>Hyderabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Q City, Nanakramguda, Hyderabad                                                                                                                                                   |
| <b>INDORE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor,<br>Village Tigariya Badshah & Bada Bangarde, Tehsil<br>Hatod, Indore - 452018,<br>Madhya Pradesh                                                                                           | <b>KOLKATA</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Ecospace 1B building, 2nd Floor, Plot - IIF/12, New<br>Town, Rajarhat, Kolkata - 700160, West Bengal OR<br>Auditorium, 2nd Floor, Wanderers Building, Delta Park -<br>Lords |
| <b>KOCHI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>TCS centre, Infopark Road Infopark Campus, Infopark,<br>Kakkanad, Kerala 682042                                                                                                                                                                  | <b>MUMBAI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Yantra Park, Pokharan Road Number 2, TCS Approach<br>Rd, Thane, West, Thane, Maharashtra 400606                                                                                      |
| <b>NAGPUR</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,                                                                                                                                                                                         | <b>PUNE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park,<br>Hinjewadi Phase III, Pune - 411057, Maharashtra                                                                               |
| <b>Trivandrum</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Peepul Park, Technopark Campus, Kariyavattom P.O,<br>Trivandrum - 695581, India                                                                                                                                                             |                                                                                                                                                                                                                                                       |



## Annexure 3

### Confidentiality and IP Terms and Conditions

#### 1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.



## **2. Associate's Obligations**

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

## **3. Intellectual Property Rights**

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filing or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.



#### **4. Prior knowledge**

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

#### **5. Use of third party material**

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

#### **6. Security policies and Guidelines.**

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

#### **7. Working in SBWS Framework:**

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.





(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

## **8. Restriction on Associate's Rights**

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

## **9. No License**

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.



## 10. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

## 11. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay or omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.



(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.



**Offer: Computer Consultancy**

Dear KARTIK KUMAR SINGH,

**Sub: Letter of Offer**

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade **Y**. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be ₹**190926/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year. Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &





Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

## **COMPENSATION AND BENEFITS**

### **BASIC SALARY**

You will be eligible for a basic salary of ₹14,784/- per month.

### **BOUQUET OF BENEFITS (BoB)**

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

#### **1. House Rent Allowance (HRA)**

Your HRA will be ₹5,914/- per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

#### **2. Leave Travel Allowance**

You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

#### **3. Food Card**

You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias. As per the Pre-Defined structure you will be eligible for a Food Card with an amount of ₹500/- being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.



## **PERFORMANCE PAY**

### **Monthly Performance Pay**

You will receive a monthly performance pay of ₹1,700/-. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

### **Quarterly Variable Allowance**

Your variable allowance will be ₹600/- per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

## **CITY ALLOWANCE**

You will be eligible for a City Allowance of ₹200/- per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

## **XPLORE/ LEARNING INCENTIVES**

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

## **OTHER BENEFITS**

### **Health Insurance Scheme**

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:



## **1. Basic Cover**

i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.

ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

## **2. Higher Hospitalisation**

Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

## **Maternity Leave**

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

## **Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)**

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

## **Loans**

You will be eligible for loans, as per TCSL's loan policy.

## **Professional Memberships**

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.



## **RETIRALS**

### **Provident Fund**

You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

### **Gratuity**

You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

## **TERMS AND CONDITIONS**

### **1. Aggregate Percentage Requirements**

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

### **2. Pre requisites for Joining**

To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.



### **3. Training Period**

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

### **4. Working Hours**

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

### **5. Mobility**

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

### **6. Compensation Structure / Salary components**

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

### **7. Increments and Promotions**

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

### **8. Alternative Occupation / Employment**

Either during the period of your traineeship or during the period of your employment as a





confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

## **9. Confidentiality Agreement**

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

## **10. Service Agreement**

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

## **11. Work in SBWS mode**

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.

## **12. Overseas International Assignment Agreement**

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related



documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

### **13. Terms and Conditions**

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

### **14. TATA Code of Conduct**

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

### **15. Notice Period**

Upon your confirmation, this contract of employment is terminable by you by giving 90 days notice in writing to TCSL. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion.

Upon your confirmation, this contract of employment may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

It is understood, agreed and made abundantly clear herein that you shall have to necessarily work during the notice period given by TCSL under this clause, unless you are otherwise relieved by TCSL by giving you payment in lieu of notice.

Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by it at its own discretion having regard to the responsibilities shouldered by you while being in the employment of TCS.

### **16. Retirement**

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

### **17. Pre-employment Medical Certificate**

You are required to submit a Medical Certificate of Fitness (in the format prescribed by



TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

## 18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

## 19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining. If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

## 20. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)





- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :

\*There is no criminal offence registered/pending against you

\*There is no disciplinary case pending against you in the university

- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

\*PAN Card (Permanent Account Number)

\*Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)

\*Passport

\*NSR E-Card

## **21. TCS Xperience Program**

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

## **22. Letter of Appointment**

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

## **23. Rules and Regulations of the Company**

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from



time to time. The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

## **24. Compliance to all clauses**

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

## **25. Data Privacy Clause:**

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of overseas deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

**Withdrawal of Offer**

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

**For TATA Consultancy Services Limited**

**Girish V. Nandimath**  
**Global Head Talent Acquisition & AIP**



[Click here](#) or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary  
Annexure 2: List of TCS Xplore Centres  
Annexure 3: Confidentiality and IP Terms



## GROSS SALARY SHEET

Annexure 1

|                       |                                          |
|-----------------------|------------------------------------------|
| <b>Name</b>           | <b>KARTIK KUMAR SINGH</b>                |
| <b>Designation</b>    | <b>Assistant System Engineer-Trainee</b> |
| <b>Institute Name</b> | <b>Others</b>                            |

Table 1: Compensation Details (All Components in INR)

| <b>Component Category</b>             | <b>Monthly</b> | <b>Annual</b> |
|---------------------------------------|----------------|---------------|
| <b>1) Fixed Compensation</b>          |                |               |
| Basic Salary                          | 14,784         | 1,77,408      |
| Bouquet Of Benefits #                 | 7,646          | 91,752        |
| <b>2) Performance Pay**</b>           |                |               |
| Monthly Performance Pay               | 1,700          | 20,400        |
| Quarterly Variable Allowance*         | 600            | 7,200         |
| <b>3) City Allowance</b>              | 200            | 2,400         |
| <b>4) Annual Components/Retirals</b>  |                |               |
| Health Insurance***                   | NA             | 7,900         |
| Provident Fund                        | 1,774          | 21,289        |
| Gratuity                              | 711            | 8,533         |
| Total of Annual Components & Retirals | 2,485          | 37,722        |
| <b>TOTAL GROSS</b>                    | 27,415         | 190926        |
| <b>Xplore/ Learning Incentive****</b> |                | Upto 60,000   |

# Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

\* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

\*\*The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

\*\*\* For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

\*\*\*\* Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

| <b>Component Category</b>        | <b>Monthly</b> | <b>Annual</b> |
|----------------------------------|----------------|---------------|
| House Rent Allowance             | 5,914          | 70,968        |
| Leave Travel Assistance          | 1,232          | 14,784        |
| Food Card                        | 500            | 6,000         |
| <b>GROSS BOUQUET OF BENEFITS</b> | 7,646          | 91,752        |





## Annexure 2

|                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                       |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Ahmedabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Garima Park, IT/ITES SEZ, Plot # 41,<br>Gandhinagar - 382007                                                                                                                                                                               | <b>Bangalore</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Gate 1, No 42, Think campus, Electronic City phase II,<br>Bangalore - 560100, Karnataka                                                                                           |
| <b>BUBANESHWAR</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Training Lab Venue: Barabati, IRC Block, Ground Floor,<br>Tata Consultancy Services Limited, (UNIT-II) - BARBATI<br>SEZ, IT/ITES SPECIAL ECONOMIC ZONE (SEZ), PLOT NO.<br>35, CHANDAKA INDUSTRIAL ESTATE, PATIA,<br>Bhubaneswar - 751024 | <b>Chennai</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>415/21-24, Kumaran Nagar, Old Mahabalipuram Rd,<br>TNHB, Sholinganallur, Chennai, Tamil Nadu 600119                                                                                 |
| <b>DELHI – Gurgaon</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Block C, Kings Canyon, ASF Insignia, Gurgaon -<br>Faridabad Road, Gawal Pahari, Gurgaon - 122003,<br>Haryana                                                                                                                         | <b>DELHI – Noida</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. A-44 & A-45, Ground, 1st to 5th Floor & 10th<br>floor, Galaxy Business Park, Block - C & D, Sector - 62,<br>Noida - 201 309, UP                                      |
| <b>Guwahati</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>5th Floor, NEDFi House, G.S. Road, Dispur, Guwahati -<br>781006, Assam                                                                                                                                                                      | <b>Hyderabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Q City, Nanakramguda, Hyderabad                                                                                                                                                   |
| <b>INDORE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor,<br>Village Tigariya Badshah & Bada Bangarde, Tehsil<br>Hatod, Indore - 452018,<br>Madhya Pradesh                                                                                         | <b>KOLKATA</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Ecospace 1B building, 2nd Floor, Plot - IIF/12, New<br>Town, Rajarhat, Kolkata - 700160, West Bengal OR<br>Auditorium, 2nd Floor, Wanderers Building, Delta Park -<br>Lords |
| <b>KOCHI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>TCS centre, Infopark Road Infopark Campus, Infopark,<br>Kakkanad, Kerala 682042                                                                                                                                                                | <b>MUMBAI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Yantra Park, Pokharan Road Number 2, TCS Approach<br>Rd, Thane, West, Thane, Maharashtra 400606                                                                                      |
| <b>NAGPUR</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,                                                                                                                                                                                       | <b>PUNE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park,<br>Hinjewadi Phase III, Pune - 411057, Maharashtra                                                                               |
| <b>Trivandrum</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Peepul Park, Technopark Campus, Kariyavattom P.O,<br>Trivandrum - 695581, India                                                                                                                                                           |                                                                                                                                                                                                                                                       |



## Annexure 3

### Confidentiality and IP Terms and Conditions

#### 1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.



## **2. Associate's Obligations**

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

## **3. Intellectual Property Rights**

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filing or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.



#### **4. Prior knowledge**

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

#### **5. Use of third party material**

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

#### **6. Security policies and Guidelines.**

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

#### **7. Working in SBWS Framework:**

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.





(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

## **8. Restriction on Associate's Rights**

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

## **9. No License**

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.



## 10. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

## 11. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay or omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.



(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.



## Offer: Computer Consultancy

Dear KEERTHANA G,

### Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade **Y**. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be ₹**190926/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year. Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &

TCS Confidential

TCSL/DT20218279501

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**TATA CONSULTANCY SERVICES**

VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore 560 066 India

Tel: 91 80 6724 7000 Fax: 91 80 2841 0114 Website: [www.tcs.com](http://www.tcs.com)

Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021

TCS Careers Serviceline: 1800 209 3111 Email: [careers@tcs.com](mailto:careers@tcs.com)



Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

## **COMPENSATION AND BENEFITS**

### **BASIC SALARY**

You will be eligible for a basic salary of ₹14,784/- per month.

### **BOUQUET OF BENEFITS (BoB)**

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

#### **1. House Rent Allowance (HRA)**

Your HRA will be ₹5,914/- per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

#### **2. Leave Travel Allowance**

You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

#### **3. Food Card**

You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias. As per the Pre-Defined structure you will be eligible for a Food Card with an amount of ₹500/- being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.



## **PERFORMANCE PAY**

### **Monthly Performance Pay**

You will receive a monthly performance pay of ₹1,700/-. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

### **Quarterly Variable Allowance**

Your variable allowance will be ₹600/- per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

## **CITY ALLOWANCE**

You will be eligible for a City Allowance of ₹200/- per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

## **XPLORE/ LEARNING INCENTIVES**

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

## **OTHER BENEFITS**

### **Health Insurance Scheme**

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:





## **1. Basic Cover**

- i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.
- ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

## **2. Higher Hospitalisation**

Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

- i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.
- ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

## **Maternity Leave**

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother, may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

## **Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)**

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

## **Loans**

You will be eligible for loans, as per TCSL's loan policy.

## **Professional Memberships**

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.



## **RETIRALS**

### **Provident Fund**

You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

### **Gratuity**

You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

## **TERMS AND CONDITIONS**

### **1. Aggregate Percentage Requirements**

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

### **2. Pre requisites for Joining**

To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.





### **3. Training Period**

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

### **4. Working Hours**

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

### **5. Mobility**

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

### **6. Compensation Structure / Salary components**

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

### **7. Increments and Promotions**

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

### **8. Alternative Occupation / Employment**

Either during the period of your traineeship or during the period of your employment as a



confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

## **9. Confidentiality Agreement**

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

## **10. Service Agreement**

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

## **11. Work in SBWS mode**

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.

## **12. Overseas International Assignment Agreement**

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related



documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

### **13. Terms and Conditions**

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

### **14. TATA Code of Conduct**

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

### **15. Notice Period**

Upon your confirmation, this contract of employment is terminable by you by giving 90 days notice in writing to TCSL. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion.

Upon your confirmation, this contract of employment may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

It is understood, agreed and made abundantly clear herein that you shall have to necessarily work during the notice period given by TCSL under this clause, unless you are otherwise relieved by TCSL by giving you payment in lieu of notice.

Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by it at its own discretion having regard to the responsibilities shouldered by you while being in the employment of TCS.

### **16. Retirement**

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

### **17. Pre-employment Medical Certificate**

You are required to submit a Medical Certificate of Fitness (in the format prescribed by



TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

## 18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

## 19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining. If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

## 20. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)





- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :

\*There is no criminal offence registered/pending against you

\*There is no disciplinary case pending against you in the university

- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

\*PAN Card (Permanent Account Number)

\*Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)

\*Passport

\*NSR E-Card

## **21. TCS Xperience Program**

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

## **22. Letter of Appointment**

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

## **23. Rules and Regulations of the Company**

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from



time to time. The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

## **24. Compliance to all clauses**

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

## **25. Data Privacy Clause:**

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of overseas deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

**Withdrawal of Offer**

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

**For TATA Consultancy Services Limited**

**Girish V. Nandimath**  
**Global Head Talent Acquisition & AIP**



[Click here](#) or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary  
Annexure 2: List of TCS Xplore Centres  
Annexure 3: Confidentiality and IP Terms



## GROSS SALARY SHEET

Annexure 1

|                       |                                          |
|-----------------------|------------------------------------------|
| <b>Name</b>           | <b>KEERTHANA G</b>                       |
| <b>Designation</b>    | <b>Assistant System Engineer-Trainee</b> |
| <b>Institute Name</b> | <b>Others</b>                            |

Table 1: Compensation Details (All Components in INR)

| <b>Component Category</b>             | <b>Monthly</b> | <b>Annual</b> |
|---------------------------------------|----------------|---------------|
| <b>1) Fixed Compensation</b>          |                |               |
| Basic Salary                          | 14,784         | 1,77,408      |
| Bouquet Of Benefits #                 | 7,646          | 91,752        |
| <b>2) Performance Pay**</b>           |                |               |
| Monthly Performance Pay               | 1,700          | 20,400        |
| Quarterly Variable Allowance*         | 600            | 7,200         |
| <b>3) City Allowance</b>              | 200            | 2,400         |
| <b>4) Annual Components/Retirals</b>  |                |               |
| Health Insurance***                   | NA             | 7,900         |
| Provident Fund                        | 1,774          | 21,289        |
| Gratuity                              | 711            | 8,533         |
| Total of Annual Components & Retirals | 2,485          | 37,722        |
| <b>TOTAL GROSS</b>                    | 27,415         | 190926        |
| <b>Xplore/ Learning Incentive****</b> |                | Upto 60,000   |

# Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

\* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

\*\*The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

\*\*\* For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

\*\*\*\* Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

| <b>Component Category</b>        | <b>Monthly</b> | <b>Annual</b> |
|----------------------------------|----------------|---------------|
| House Rent Allowance             | 5,914          | 70,968        |
| Leave Travel Assistance          | 1,232          | 14,784        |
| Food Card                        | 500            | 6,000         |
| <b>GROSS BOUQUET OF BENEFITS</b> | 7,646          | 91,752        |





## Annexure 2

|                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                       |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Ahmedabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Garima Park, IT/ITES SEZ, Plot # 41,<br>Gandhinagar - 382007                                                                                                                                                                               | <b>Bangalore</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Gate 1, No 42, Think campus, Electronic City phase II,<br>Bangalore - 560100, Karnataka                                                                                           |
| <b>BUBANESHWAR</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Training Lab Venue: Barabati, IRC Block, Ground Floor,<br>Tata Consultancy Services Limited, (UNIT-II) - BARBATI<br>SEZ, IT/ITES SPECIAL ECONOMIC ZONE (SEZ), PLOT NO.<br>35, CHANDAKA INDUSTRIAL ESTATE, PATIA,<br>Bhubaneswar - 751024 | <b>Chennai</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>415/21-24, Kumaran Nagar, Old Mahabalipuram Rd,<br>TNHB, Sholinganallur, Chennai, Tamil Nadu 600119                                                                                 |
| <b>DELHI – Gurgaon</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Block C, Kings Canyon, ASF Insignia, Gurgaon -<br>Faridabad Road, Gawal Pahari, Gurgaon - 122003,<br>Haryana                                                                                                                         | <b>DELHI – Noida</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. A-44 & A-45, Ground, 1st to 5th Floor & 10th<br>floor, Galaxy Business Park, Block - C & D, Sector - 62,<br>Noida - 201 309, UP                                      |
| <b>Guwahati</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>5th Floor, NEDFi House, G.S. Road, Dispur, Guwahati -<br>781006, Assam                                                                                                                                                                      | <b>Hyderabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Q City, Nanakramguda, Hyderabad                                                                                                                                                   |
| <b>INDORE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor,<br>Village Tigariya Badshah & Bada Bangarde, Tehsil<br>Hatod, Indore - 452018,<br>Madhya Pradesh                                                                                         | <b>KOLKATA</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Ecospace 1B building, 2nd Floor, Plot - IIF/12, New<br>Town, Rajarhat, Kolkata - 700160, West Bengal OR<br>Auditorium, 2nd Floor, Wanderers Building, Delta Park -<br>Lords |
| <b>KOCHI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>TCS centre, Infopark Road Infopark Campus, Infopark,<br>Kakkanad, Kerala 682042                                                                                                                                                                | <b>MUMBAI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Yantra Park, Pokharan Road Number 2, TCS Approach<br>Rd, Thane, West, Thane, Maharashtra 400606                                                                                      |
| <b>NAGPUR</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,                                                                                                                                                                                       | <b>PUNE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park,<br>Hinjewadi Phase III, Pune - 411057, Maharashtra                                                                               |
| <b>Trivandrum</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Peepul Park, Technopark Campus, Kariyavattom P.O,<br>Trivandrum - 695581, India                                                                                                                                                           |                                                                                                                                                                                                                                                       |



## Annexure 3

### Confidentiality and IP Terms and Conditions

#### 1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.



## **2. Associate's Obligations**

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

## **3. Intellectual Property Rights**

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filing or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.



#### **4. Prior knowledge**

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

#### **5. Use of third party material**

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

#### **6. Security policies and Guidelines.**

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

#### **7. Working in SBWS Framework:**

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.





(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

## **8. Restriction on Associate's Rights**

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

## **9. No License**

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.



## 10. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

## 11. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay or omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.



(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.



**Offer: Computer Consultancy**

**Ref:**

**TCSL/DT202120218279532/Bangalore**

**Date: 26/11/2021**

Dear Kiran Santosh Shivkumar,

**Sub: Letter of Offer**

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade **Y**. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be **`375000/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year. Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &

**TCS Confidential**

**1**

**TATA CONSULTANCY SERVICES**

VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore 560 066 India

Tel: 91 80 6724 7000 Fax: 91 80 2841 0114 Website: [www.tcs.com](http://www.tcs.com)

Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021

TCS Careers Serviceline: 1800 209 3111 Email: [careers@tcs.com](mailto:careers@tcs.com)





Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

## **COMPENSATION AND BENEFITS**

### **BASIC SALARY**

You will be eligible for a basic salary of `14,784/- per month.

### **BOUQUET OF BENEFITS (BoB)**

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

#### **1. House Rent Allowance (HRA)**

Your HRA will be `5,914/- per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

#### **2. Leave Travel Allowance**

You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

#### **3. Food Card**

You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias. As per the Pre-Defined structure you will be eligible for a Food Card with an amount of `500/- being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.



## **PERFORMANCE PAY**

### **Monthly Performance Pay**

You will receive a monthly performance pay of `1,700/-. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

### **Quarterly Variable Allowance**

Your variable allowance will be `600/- per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

## **CITY ALLOWANCE**

You will be eligible for a City Allowance of `200/- per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

## **XPLORE/ LEARNING INCENTIVES**

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

## **OTHER BENEFITS**

### **Health Insurance Scheme**

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:



## **1. Basic Cover**

i. Entitlement - Includes domiciliary expenses up to `6,000/- per insured person per annum and basic hospitalization expenses up to `2,00,000/- per insured person per annum.

ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

## **2. Higher Hospitalisation**

Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

i. Entitlement - You and your enrolled dependants will be entitled for `12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

## **Maternity Leave**

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother, may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

## **Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)**

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of `250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

## **Loans**

You will be eligible for loans, as per TCSL's loan policy.

## **Professional Memberships**

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.



## **RETIRALS**

### **Provident Fund**

You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

### **Gratuity**

You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

## **TERMS AND CONDITIONS**

### **1. Aggregate Percentage Requirements**

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

### **2. Pre requisites for Joining**

To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.



### **3. Training Period**

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

### **4. Working Hours**

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

### **5. Mobility**

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

### **6. Compensation Structure / Salary components**

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

### **7. Increments and Promotions**

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

### **8. Alternative Occupation / Employment**

Either during the period of your traineeship or during the period of your employment as a





confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

## **9. Confidentiality Agreement**

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

## **10. Service Agreement**

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL `50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

## **11. Work in SBWS mode**

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.

## **12. Overseas International Assignment Agreement**

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related



documents pertaining to the international assignment for which you are being placed. In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

### **13. Terms and Conditions**

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

### **14. TATA Code of Conduct**

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

### **15. Notice Period**

Upon your confirmation, this contract of employment is terminable by you by giving 90 days notice in writing to TCSL. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion.

Upon your confirmation, this contract of employment may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

It is understood, agreed and made abundantly clear herein that you shall have to necessarily work during the notice period given by TCSL under this clause, unless you are otherwise relieved by TCSL by giving you payment in lieu of notice.

Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by it at its own discretion having regard to the responsibilities shouldered by you while being in the employment of TCS.

### **16. Retirement**

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

### **17. Pre-employment Medical Certificate**

You are required to submit a Medical Certificate of Fitness (in the format prescribed by



TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

### 18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

### 19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining. If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

### 20. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)





- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :

\*There is no criminal offence registered/pending against you

\*There is no disciplinary case pending against you in the university

- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

\*PAN Card (Permanent Account Number)

\*Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)

\*Passport

\*NSR E-Card

## **21. TCS Xperience Program**

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

## **22. Letter of Appointment**

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

## **23. Rules and Regulations of the Company**

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from



time to time. The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

#### **24. Compliance to all clauses**

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

#### **25. Data Privacy Clause:**

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of overseas deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

**Withdrawal of Offer**

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

**For TATA Consultancy Services Limited**

**Girish V. Nandimath**  
**Global Head Talent Acquisition & AIP**



[Click here](#) or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary  
Annexure 2: List of TCS Xplore Centres  
Annexure 3: Confidentiality and IP Terms



## GROSS SALARY SHEET

Annexure 1

|                       |                                             |
|-----------------------|---------------------------------------------|
| <b>Name</b>           | <b>Kiran<br/>Santosh<br/>Shivku<br/>mar</b> |
| <b>Designation</b>    | <b>Assistant System Engineer-Trainee</b>    |
| <b>Institute Name</b> | <b>Others</b>                               |

Table 1: Compensation Details (All Components in INR)

| <b>Component Category</b>             | <b>Monthly</b> | <b>Annual</b>      |
|---------------------------------------|----------------|--------------------|
| <b>1) Fixed Compensation</b>          |                |                    |
| Basic Salary                          | 14,784         | 1,77,408           |
| Bouquet Of Benefits #                 | 7,646          | 91,752             |
| <b>2) Performance Pay**</b>           |                |                    |
| Monthly Performance Pay               | 1,700          | 20,400             |
| Quarterly Variable Allowance*         | 600            | 7,200              |
| <b>3) City Allowance</b>              | 200            | 2,400              |
| <b>4) Annual Components/Retirals</b>  |                |                    |
| Health Insurance***                   | NA             | 7,900              |
| Provident Fund                        | 1,774          | 21,289             |
| Gratuity                              | 711            | 8,533              |
| Total of Annual Components & Retirals | 2,485          | 37,722             |
| <b>TOTAL GROSS</b>                    | <b>27,415</b>  | <b>375000</b>      |
| <b>Xplore/ Learning Incentive****</b> |                | <b>Upto 60,000</b> |

# Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

\* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

\*\*The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

\*\*\* For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

\*\*\*\* Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

| <b>Component Category</b>        | <b>Monthly</b> | <b>Annual</b> |
|----------------------------------|----------------|---------------|
| House Rent Allowance             | 5,914          | 70,968        |
| Leave Travel Assistance          | 1,232          | 14,784        |
| Food Card                        | 500            | 6,000         |
| <b>GROSS BOUQUET OF BENEFITS</b> | <b>7,646</b>   | <b>91,752</b> |





## Annexure

|                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                       |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Ahmedabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Garima Park, IT/ITES SEZ, Plot # 41,<br>Gandhinagar - 382007                                                                                                                                                                                 | <b>Bangalore</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Gate 1, No 42, Think campus, Electronic City phase II,<br>Bangalore - 560100, Karnataka                                                                                           |
| <b>BUBANESHWAR</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Training Lab Venue: Barabati, IRC Block, Ground Floor,<br>Tata Consultancy Services Limited, (UNIT-II) - BARBATI<br>SEZ, IT/ITES - SPECIAL ECONOMIC ZONE (SEZ), PLOT NO.<br>35, CHANDAKA INDUSTRIAL ESTATE, PATIA,<br>Bhubaneswar - 751024 | <b>Chennai</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>415/21-24, Kumaran Nagar, Old Mahabalipuram Rd,<br>TNHB, Sholinganallur, Chennai, Tamil Nadu 600119                                                                                 |
| <b>DELHI – Gurgaon</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Block C, Kings Canyon, ASF Insignia, Gurgaon -<br>Faridabad Road, Gawal Pahari, Gurgaon - 122003,<br>Haryana                                                                                                                           | <b>DELHI – Noida</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. A-44 & A-45, Ground, 1st to 5th Floor & 10th<br>floor, Galaxy Business Park, Block - C & D, Sector - 62,<br>Noida - 201 309, UP                                      |
| <b>Guwahati</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>5th Floor, NEDFi House, G.S. Road, Dispur, Guwahati -<br>781006, Assam                                                                                                                                                                        | <b>Hyderabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Q City, Nanakramguda, Hyderabad                                                                                                                                                   |
| <b>INDORE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor,<br>Village Tigariya Badshah & Bada Bangarda, Tehsil<br>Hatod, Indore - 452018,<br>Madhya Pradesh                                                                                           | <b>KOLKATA</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Ecospace 1B building, 2nd Floor, Plot - IIF/12, New<br>Town, Rajarhat, Kolkata - 700160, West Bengal OR<br>Auditorium, 2nd Floor, Wanderers Building, Delta Park -<br>Lords |
| <b>KOCHI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>TCS centre, Infopark Road Infopark Campus, Infopark,<br>Kakkanad, Kerala 682042                                                                                                                                                                  | <b>MUMBAI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Yantra Park, Pokharan Road Number 2, TCS Approach<br>Rd, Thane, West, Thane, Maharashtra 400606                                                                                      |
| <b>NAGPUR</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,                                                                                                                                                                                         | <b>PUNE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park,<br>Hinjewadi Phase III, Pune - 411057, Maharashtra                                                                               |
| <b>Trivandrum</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Peepul Park, Technopark Campus, Kariyavattom P.O,<br>Trivandrum - 695581, India                                                                                                                                                             |                                                                                                                                                                                                                                                       |



## Annexure

### Confidentiality and IP Terms and Conditions

#### 1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.



## **2. Associate's Obligations**

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

## **3. Intellectual Property Rights**

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filing or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.



#### **4. Prior knowledge**

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

#### **5. Use of third party material**

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

#### **6. Security policies and Guidelines.**

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

#### **7. Working in SBWS Framework:**

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.





(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

## **8. Restriction on Associate's Rights**

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

## **9. No License**

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.



## 10. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

## 11. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay or omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.



(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.



## **Offer: Computer Consultancy**

Dear KIRUBAKARAN B,

### **Sub: Letter of Offer**

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade **Y**. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be ₹**190926/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year. Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &



Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

## **COMPENSATION AND BENEFITS**

### **BASIC SALARY**

You will be eligible for a basic salary of ₹14,784/- per month.

### **BOUQUET OF BENEFITS (BoB)**

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

#### **1. House Rent Allowance (HRA)**

Your HRA will be ₹5,914/- per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

#### **2. Leave Travel Allowance**

You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

#### **3. Food Card**

You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias. As per the Pre-Defined structure you will be eligible for a Food Card with an amount of ₹500/- being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.



## **PERFORMANCE PAY**

### **Monthly Performance Pay**

You will receive a monthly performance pay of ₹1,700/-. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

### **Quarterly Variable Allowance**

Your variable allowance will be ₹600/- per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

## **CITY ALLOWANCE**

You will be eligible for a City Allowance of ₹200/- per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

## **XPLORE/ LEARNING INCENTIVES**

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

## **OTHER BENEFITS**

### **Health Insurance Scheme**

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:





## **1. Basic Cover**

i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.

ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

## **2. Higher Hospitalisation**

Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

## **Maternity Leave**

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

## **Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)**

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

## **Loans**

You will be eligible for loans, as per TCSL's loan policy.

## **Professional Memberships**

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.



## **RETIRALS**

### **Provident Fund**

You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

### **Gratuity**

You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

## **TERMS AND CONDITIONS**

### **1. Aggregate Percentage Requirements**

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

### **2. Pre requisites for Joining**

To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.





### **3. Training Period**

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

### **4. Working Hours**

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

### **5. Mobility**

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

### **6. Compensation Structure / Salary components**

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

### **7. Increments and Promotions**

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

### **8. Alternative Occupation / Employment**

Either during the period of your traineeship or during the period of your employment as a



confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

## **9. Confidentiality Agreement**

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

## **10. Service Agreement**

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

## **11. Work in SBWS mode**

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.

## **12. Overseas International Assignment Agreement**

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related



documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

### **13. Terms and Conditions**

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

### **14. TATA Code of Conduct**

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

### **15. Notice Period**

Upon your confirmation, this contract of employment is terminable by you by giving 90 days notice in writing to TCSL. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion.

Upon your confirmation, this contract of employment may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

It is understood, agreed and made abundantly clear herein that you shall have to necessarily work during the notice period given by TCSL under this clause, unless you are otherwise relieved by TCSL by giving you payment in lieu of notice.

Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by it at its own discretion having regard to the responsibilities shouldered by you while being in the employment of TCS.

### **16. Retirement**

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

### **17. Pre-employment Medical Certificate**

You are required to submit a Medical Certificate of Fitness (in the format prescribed by



TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

## 18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

## 19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining. If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

## 20. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)





- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :

\*There is no criminal offence registered/pending against you

\*There is no disciplinary case pending against you in the university

- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

\*PAN Card (Permanent Account Number)

\*Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)

\*Passport

\*NSR E-Card

## **21. TCS Xperience Program**

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

## **22. Letter of Appointment**

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

## **23. Rules and Regulations of the Company**

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from



time to time. The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

## **24. Compliance to all clauses**

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

## **25. Data Privacy Clause:**

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of overseas deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

**Withdrawal of Offer**

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

**For TATA Consultancy Services Limited**

**Girish V. Nandimath**  
**Global Head Talent Acquisition & AIP**



[Click here](#) or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary  
Annexure 2: List of TCS Xplore Centres  
Annexure 3: Confidentiality and IP Terms



## GROSS SALARY SHEET

Annexure 1

|                       |                                          |
|-----------------------|------------------------------------------|
| <b>Name</b>           | <b>KIRUBAKARAN B</b>                     |
| <b>Designation</b>    | <b>Assistant System Engineer-Trainee</b> |
| <b>Institute Name</b> | <b>Others</b>                            |

Table 1: Compensation Details (All Components in INR)

| <b>Component Category</b>             | <b>Monthly</b> | <b>Annual</b> |
|---------------------------------------|----------------|---------------|
| <b>1) Fixed Compensation</b>          |                |               |
| Basic Salary                          | 14,784         | 1,77,408      |
| Bouquet Of Benefits #                 | 7,646          | 91,752        |
| <b>2) Performance Pay**</b>           |                |               |
| Monthly Performance Pay               | 1,700          | 20,400        |
| Quarterly Variable Allowance*         | 600            | 7,200         |
| <b>3) City Allowance</b>              | 200            | 2,400         |
| <b>4) Annual Components/Retirals</b>  |                |               |
| Health Insurance***                   | NA             | 7,900         |
| Provident Fund                        | 1,774          | 21,289        |
| Gratuity                              | 711            | 8,533         |
| Total of Annual Components & Retirals | 2,485          | 37,722        |
| <b>TOTAL GROSS</b>                    | 27,415         | 190926        |
| <b>Xplore/ Learning Incentive****</b> |                | Upto 60,000   |

# Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

\* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

\*\*The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

\*\*\* For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

\*\*\*\* Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

| <b>Component Category</b>        | <b>Monthly</b> | <b>Annual</b> |
|----------------------------------|----------------|---------------|
| House Rent Allowance             | 5,914          | 70,968        |
| Leave Travel Assistance          | 1,232          | 14,784        |
| Food Card                        | 500            | 6,000         |
| <b>GROSS BOUQUET OF BENEFITS</b> | 7,646          | 91,752        |





## Annexure 2

|                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                       |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Ahmedabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Garima Park, IT/ITES SEZ, Plot # 41,<br>Gandhinagar - 382007                                                                                                                                                                               | <b>Bangalore</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Gate 1, No 42, Think campus, Electronic City phase II,<br>Bangalore - 560100, Karnataka                                                                                           |
| <b>BUBANESHWAR</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Training Lab Venue: Barabati, IRC Block, Ground Floor,<br>Tata Consultancy Services Limited, (UNIT-II) - BARBATI<br>SEZ, IT/ITES SPECIAL ECONOMIC ZONE (SEZ), PLOT NO.<br>35, CHANDAKA INDUSTRIAL ESTATE, PATIA,<br>Bhubaneswar - 751024 | <b>Chennai</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>415/21-24, Kumaran Nagar, Old Mahabalipuram Rd,<br>TNHB, Sholinganallur, Chennai, Tamil Nadu 600119                                                                                 |
| <b>DELHI – Gurgaon</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Block C, Kings Canyon, ASF Insignia, Gurgaon -<br>Faridabad Road, Gawal Pahari, Gurgaon - 122003,<br>Haryana                                                                                                                         | <b>DELHI – Noida</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. A-44 & A-45, Ground, 1st to 5th Floor & 10th<br>floor, Galaxy Business Park, Block - C & D, Sector - 62,<br>Noida - 201 309, UP                                      |
| <b>Guwahati</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>5th Floor, NEDFi House, G.S. Road, Dispur, Guwahati -<br>781006, Assam                                                                                                                                                                      | <b>Hyderabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Q City, Nanakramguda, Hyderabad                                                                                                                                                   |
| <b>INDORE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor,<br>Village Tigariya Badshah & Bada Bangarde, Tehsil<br>Hatod, Indore - 452018,<br>Madhya Pradesh                                                                                         | <b>KOLKATA</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Ecospace 1B building, 2nd Floor, Plot - IIF/12, New<br>Town, Rajarhat, Kolkata - 700160, West Bengal OR<br>Auditorium, 2nd Floor, Wanderers Building, Delta Park -<br>Lords |
| <b>KOCHI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>TCS centre, Infopark Road Infopark Campus, Infopark,<br>Kakkanad, Kerala 682042                                                                                                                                                                | <b>MUMBAI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Yantra Park, Pokharan Road Number 2, TCS Approach<br>Rd, Thane, West, Thane, Maharashtra 400606                                                                                      |
| <b>NAGPUR</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,                                                                                                                                                                                       | <b>PUNE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park,<br>Hinjewadi Phase III, Pune - 411057, Maharashtra                                                                               |
| <b>Trivandrum</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Peepul Park, Technopark Campus, Kariyavattom P.O,<br>Trivandrum - 695581, India                                                                                                                                                           |                                                                                                                                                                                                                                                       |



## Annexure 3

### Confidentiality and IP Terms and Conditions

#### 1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.



## **2. Associate's Obligations**

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

## **3. Intellectual Property Rights**

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filing or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.



#### **4. Prior knowledge**

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

#### **5. Use of third party material**

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

#### **6. Security policies and Guidelines.**

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

#### **7. Working in SBWS Framework:**

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.





(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

## **8. Restriction on Associate's Rights**

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

## **9. No License**

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.



## 10. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

## 11. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay or omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.



(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.



## Offer: Computer Consultancy

Dear KRISHNA MOHAN YADAV M,

### Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade **Y**. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be ₹**190926/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year. Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &

TCS Confidential

TCSL/DT20218279501

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**TATA CONSULTANCY SERVICES**

VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore 560 066 India

Tel: 91 80 6724 7000 Fax: 91 80 2841 0114 Website: [www.tcs.com](http://www.tcs.com)

Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021

TCS Careers Serviceline: 1800 209 3111 Email: [careers@tcs.com](mailto:careers@tcs.com)





Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

## **COMPENSATION AND BENEFITS**

### **BASIC SALARY**

You will be eligible for a basic salary of ₹14,784/- per month.

### **BOUQUET OF BENEFITS (BoB)**

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

#### **1. House Rent Allowance (HRA)**

Your HRA will be ₹5,914/- per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

#### **2. Leave Travel Allowance**

You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

#### **3. Food Card**

You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias. As per the Pre-Defined structure you will be eligible for a Food Card with an amount of ₹500/- being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.



## **PERFORMANCE PAY**

### **Monthly Performance Pay**

You will receive a monthly performance pay of ₹1,700/-. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

### **Quarterly Variable Allowance**

Your variable allowance will be ₹600/- per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

## **CITY ALLOWANCE**

You will be eligible for a City Allowance of ₹200/- per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

## **XPLORE/ LEARNING INCENTIVES**

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

## **OTHER BENEFITS**

### **Health Insurance Scheme**

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:



## **1. Basic Cover**

- i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.
- ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

## **2. Higher Hospitalisation**

Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

- i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.
- ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

## **Maternity Leave**

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother, may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

## **Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)**

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

## **Loans**

You will be eligible for loans, as per TCSL's loan policy.

## **Professional Memberships**

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.



## **RETIRALS**

### **Provident Fund**

You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

### **Gratuity**

You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

## **TERMS AND CONDITIONS**

### **1. Aggregate Percentage Requirements**

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

### **2. Pre requisites for Joining**

To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.



### **3. Training Period**

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

### **4. Working Hours**

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

### **5. Mobility**

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

### **6. Compensation Structure / Salary components**

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

### **7. Increments and Promotions**

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

### **8. Alternative Occupation / Employment**

Either during the period of your traineeship or during the period of your employment as a





confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

## **9. Confidentiality Agreement**

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

## **10. Service Agreement**

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

## **11. Work in SBWS mode**

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.

## **12. Overseas International Assignment Agreement**

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related



documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

### **13. Terms and Conditions**

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

### **14. TATA Code of Conduct**

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

### **15. Notice Period**

Upon your confirmation, this contract of employment is terminable by you by giving 90 days notice in writing to TCSL. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion.

Upon your confirmation, this contract of employment may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

It is understood, agreed and made abundantly clear herein that you shall have to necessarily work during the notice period given by TCSL under this clause, unless you are otherwise relieved by TCSL by giving you payment in lieu of notice.

Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by it at its own discretion having regard to the responsibilities shouldered by you while being in the employment of TCS.

### **16. Retirement**

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

### **17. Pre-employment Medical Certificate**

You are required to submit a Medical Certificate of Fitness (in the format prescribed by



TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

## 18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

## 19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining. If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

## 20. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)





- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :

\*There is no criminal offence registered/pending against you

\*There is no disciplinary case pending against you in the university

- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

\*PAN Card (Permanent Account Number)

\*Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)

\*Passport

\*NSR E-Card

## **21. TCS Xperience Program**

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

## **22. Letter of Appointment**

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

## **23. Rules and Regulations of the Company**

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from



time to time. The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

## **24. Compliance to all clauses**

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

## **25. Data Privacy Clause:**

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of overseas deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

**Withdrawal of Offer**

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

**For TATA Consultancy Services Limited**

**Girish V. Nandimath**  
**Global Head Talent Acquisition & AIP**



[Click here](#) or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary  
Annexure 2: List of TCS Xplore Centres  
Annexure 3: Confidentiality and IP Terms



## GROSS SALARY SHEET

Annexure 1

|                       |                                          |
|-----------------------|------------------------------------------|
| <b>Name</b>           | <b>KRISHNA MOHAN YADAV M</b>             |
| <b>Designation</b>    | <b>Assistant System Engineer-Trainee</b> |
| <b>Institute Name</b> | <b>Others</b>                            |

Table 1: Compensation Details (All Components in INR)

| <b>Component Category</b>             | <b>Monthly</b> | <b>Annual</b> |
|---------------------------------------|----------------|---------------|
| <b>1) Fixed Compensation</b>          |                |               |
| Basic Salary                          | 14,784         | 1,77,408      |
| Bouquet Of Benefits #                 | 7,646          | 91,752        |
| <b>2) Performance Pay**</b>           |                |               |
| Monthly Performance Pay               | 1,700          | 20,400        |
| Quarterly Variable Allowance*         | 600            | 7,200         |
| <b>3) City Allowance</b>              | 200            | 2,400         |
| <b>4) Annual Components/Retirals</b>  |                |               |
| Health Insurance***                   | NA             | 7,900         |
| Provident Fund                        | 1,774          | 21,289        |
| Gratuity                              | 711            | 8,533         |
| Total of Annual Components & Retirals | 2,485          | 37,722        |
| <b>TOTAL GROSS</b>                    | 27,415         | 190926        |
| <b>Xplore/ Learning Incentive****</b> |                | Upto 60,000   |

# Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

\* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

\*\*The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

\*\*\* For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

\*\*\*\* Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

| <b>Component Category</b>        | <b>Monthly</b> | <b>Annual</b> |
|----------------------------------|----------------|---------------|
| House Rent Allowance             | 5,914          | 70,968        |
| Leave Travel Assistance          | 1,232          | 14,784        |
| Food Card                        | 500            | 6,000         |
| <b>GROSS BOUQUET OF BENEFITS</b> | 7,646          | 91,752        |





## Annexure 2

|                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                       |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Ahmedabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Garima Park, IT/ITES SEZ, Plot # 41,<br>Gandhinagar - 382007                                                                                                                                                                               | <b>Bangalore</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Gate 1, No 42, Think campus, Electronic City phase II,<br>Bangalore - 560100, Karnataka                                                                                           |
| <b>BUBANESHWAR</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Training Lab Venue: Barabati, IRC Block, Ground Floor,<br>Tata Consultancy Services Limited, (UNIT-II) - BARBATI<br>SEZ, IT/ITES SPECIAL ECONOMIC ZONE (SEZ), PLOT NO.<br>35, CHANDAKA INDUSTRIAL ESTATE, PATIA,<br>Bhubaneswar - 751024 | <b>Chennai</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>415/21-24, Kumaran Nagar, Old Mahabalipuram Rd,<br>TNHB, Sholinganallur, Chennai, Tamil Nadu 600119                                                                                 |
| <b>DELHI – Gurgaon</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Block C, Kings Canyon, ASF Insignia, Gurgaon -<br>Faridabad Road, Gawal Pahari, Gurgaon - 122003,<br>Haryana                                                                                                                         | <b>DELHI – Noida</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. A-44 & A-45, Ground, 1st to 5th Floor & 10th<br>floor, Galaxy Business Park, Block - C & D, Sector - 62,<br>Noida - 201 309, UP                                      |
| <b>Guwahati</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>5th Floor, NEDFi House, G.S. Road, Dispur, Guwahati -<br>781006, Assam                                                                                                                                                                      | <b>Hyderabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Q City, Nanakramguda, Hyderabad                                                                                                                                                   |
| <b>INDORE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor,<br>Village Tigariya Badshah & Bada Bangarde, Tehsil<br>Hatod, Indore - 452018,<br>Madhya Pradesh                                                                                         | <b>KOLKATA</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Ecospace 1B building, 2nd Floor, Plot - IIF/12, New<br>Town, Rajarhat, Kolkata - 700160, West Bengal OR<br>Auditorium, 2nd Floor, Wanderers Building, Delta Park -<br>Lords |
| <b>KOCHI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>TCS centre, Infopark Road Infopark Campus, Infopark,<br>Kakkanad, Kerala 682042                                                                                                                                                                | <b>MUMBAI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Yantra Park, Pokharan Road Number 2, TCS Approach<br>Rd, Thane, West, Thane, Maharashtra 400606                                                                                      |
| <b>NAGPUR</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,                                                                                                                                                                                       | <b>PUNE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park,<br>Hinjewadi Phase III, Pune - 411057, Maharashtra                                                                               |
| <b>Trivandrum</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Peepul Park, Technopark Campus, Kariyavattom P.O,<br>Trivandrum - 695581, India                                                                                                                                                           |                                                                                                                                                                                                                                                       |



## Annexure 3

### Confidentiality and IP Terms and Conditions

#### 1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.



## **2. Associate's Obligations**

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

## **3. Intellectual Property Rights**

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filing or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.



#### **4. Prior knowledge**

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

#### **5. Use of third party material**

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

#### **6. Security policies and Guidelines.**

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

#### **7. Working in SBWS Framework:**

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.





(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

## **8. Restriction on Associate's Rights**

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

## **9. No License**

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.



## 10. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

## 11. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay or omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.



(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.



## Offer: Computer Consultancy

Dear KRITHICK NARAYAN D,

### Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade **Y**. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be ₹**190926/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year. Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &

TCS Confidential

TCSL/DT20218279501

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**TATA CONSULTANCY SERVICES**

VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore 560 066 India

Tel: 91 80 6724 7000 Fax: 91 80 2841 0114 Website: [www.tcs.com](http://www.tcs.com)

Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021

TCS Careers Serviceline: 1800 209 3111 Email: [careers@tcs.com](mailto:careers@tcs.com)



Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

## **COMPENSATION AND BENEFITS**

### **BASIC SALARY**

You will be eligible for a basic salary of ₹14,784/- per month.

### **BOUQUET OF BENEFITS (BoB)**

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

#### **1. House Rent Allowance (HRA)**

Your HRA will be ₹5,914/- per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

#### **2. Leave Travel Allowance**

You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

#### **3. Food Card**

You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias. As per the Pre-Defined structure you will be eligible for a Food Card with an amount of ₹500/- being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.



## **PERFORMANCE PAY**

### **Monthly Performance Pay**

You will receive a monthly performance pay of ₹1,700/-. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

### **Quarterly Variable Allowance**

Your variable allowance will be ₹600/- per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

## **CITY ALLOWANCE**

You will be eligible for a City Allowance of ₹200/- per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

## **XPLORE/ LEARNING INCENTIVES**

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

## **OTHER BENEFITS**

### **Health Insurance Scheme**

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:





## **1. Basic Cover**

- i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.
- ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

## **2. Higher Hospitalisation**

Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

- i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.
- ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

## **Maternity Leave**

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother, may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

## **Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)**

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

## **Loans**

You will be eligible for loans, as per TCSL's loan policy.

## **Professional Memberships**

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.



## **RETIRALS**

### **Provident Fund**

You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

### **Gratuity**

You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

## **TERMS AND CONDITIONS**

### **1. Aggregate Percentage Requirements**

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

### **2. Pre requisites for Joining**

To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.





### **3. Training Period**

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

### **4. Working Hours**

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

### **5. Mobility**

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

### **6. Compensation Structure / Salary components**

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

### **7. Increments and Promotions**

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

### **8. Alternative Occupation / Employment**

Either during the period of your traineeship or during the period of your employment as a



confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

## **9. Confidentiality Agreement**

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

## **10. Service Agreement**

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

## **11. Work in SBWS mode**

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.

## **12. Overseas International Assignment Agreement**

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related



documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

### **13. Terms and Conditions**

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

### **14. TATA Code of Conduct**

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

### **15. Notice Period**

Upon your confirmation, this contract of employment is terminable by you by giving 90 days notice in writing to TCSL. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion.

Upon your confirmation, this contract of employment may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

It is understood, agreed and made abundantly clear herein that you shall have to necessarily work during the notice period given by TCSL under this clause, unless you are otherwise relieved by TCSL by giving you payment in lieu of notice.

Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by it at its own discretion having regard to the responsibilities shouldered by you while being in the employment of TCS.

### **16. Retirement**

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

### **17. Pre-employment Medical Certificate**

You are required to submit a Medical Certificate of Fitness (in the format prescribed by



TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

## 18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

## 19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining. If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

## 20. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)





- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :

\*There is no criminal offence registered/pending against you

\*There is no disciplinary case pending against you in the university

- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

\*PAN Card (Permanent Account Number)

\*Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)

\*Passport

\*NSR E-Card

## **21. TCS Xperience Program**

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

## **22. Letter of Appointment**

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

## **23. Rules and Regulations of the Company**

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from



time to time. The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

## **24. Compliance to all clauses**

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

## **25. Data Privacy Clause:**

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of overseas deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

**Withdrawal of Offer**

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

**For TATA Consultancy Services Limited**

**Girish V. Nandimath**  
**Global Head Talent Acquisition & AIP**



[Click here](#) or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary  
Annexure 2: List of TCS Xplore Centres  
Annexure 3: Confidentiality and IP Terms



## GROSS SALARY SHEET

Annexure 1

|                       |                                          |
|-----------------------|------------------------------------------|
| <b>Name</b>           | <b>KRITHICK NARAYAN D</b>                |
| <b>Designation</b>    | <b>Assistant System Engineer-Trainee</b> |
| <b>Institute Name</b> | <b>Others</b>                            |

Table 1: Compensation Details (All Components in INR)

| <b>Component Category</b>             | <b>Monthly</b> | <b>Annual</b> |
|---------------------------------------|----------------|---------------|
| <b>1) Fixed Compensation</b>          |                |               |
| Basic Salary                          | 14,784         | 1,77,408      |
| Bouquet Of Benefits #                 | 7,646          | 91,752        |
| <b>2) Performance Pay**</b>           |                |               |
| Monthly Performance Pay               | 1,700          | 20,400        |
| Quarterly Variable Allowance*         | 600            | 7,200         |
| <b>3) City Allowance</b>              | 200            | 2,400         |
| <b>4) Annual Components/Retirals</b>  |                |               |
| Health Insurance***                   | NA             | 7,900         |
| Provident Fund                        | 1,774          | 21,289        |
| Gratuity                              | 711            | 8,533         |
| Total of Annual Components & Retirals | 2,485          | 37,722        |
| <b>TOTAL GROSS</b>                    | 27,415         | 190926        |
| <b>Xplore/ Learning Incentive****</b> |                | Upto 60,000   |

# Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

\* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

\*\*The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

\*\*\* For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

\*\*\*\* Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

| <b>Component Category</b>        | <b>Monthly</b> | <b>Annual</b> |
|----------------------------------|----------------|---------------|
| House Rent Allowance             | 5,914          | 70,968        |
| Leave Travel Assistance          | 1,232          | 14,784        |
| Food Card                        | 500            | 6,000         |
| <b>GROSS BOUQUET OF BENEFITS</b> | 7,646          | 91,752        |





## Annexure 2

|                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                       |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Ahmedabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Garima Park, IT/ITES SEZ, Plot # 41,<br>Gandhinagar - 382007                                                                                                                                                                               | <b>Bangalore</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Gate 1, No 42, Think campus, Electronic City phase II,<br>Bangalore - 560100, Karnataka                                                                                           |
| <b>BUBANESHWAR</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Training Lab Venue: Barabati, IRC Block, Ground Floor,<br>Tata Consultancy Services Limited, (UNIT-II) - BARBATI<br>SEZ, IT/ITES SPECIAL ECONOMIC ZONE (SEZ), PLOT NO.<br>35, CHANDAKA INDUSTRIAL ESTATE, PATIA,<br>Bhubaneswar - 751024 | <b>Chennai</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>415/21-24, Kumaran Nagar, Old Mahabalipuram Rd,<br>TNHB, Sholinganallur, Chennai, Tamil Nadu 600119                                                                                 |
| <b>DELHI – Gurgaon</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Block C, Kings Canyon, ASF Insignia, Gurgaon -<br>Faridabad Road, Gawal Pahari, Gurgaon - 122003,<br>Haryana                                                                                                                         | <b>DELHI – Noida</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. A-44 & A-45, Ground, 1st to 5th Floor & 10th<br>floor, Galaxy Business Park, Block - C & D, Sector - 62,<br>Noida - 201 309, UP                                      |
| <b>Guwahati</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>5th Floor, NEDFi House, G.S. Road, Dispur, Guwahati -<br>781006, Assam                                                                                                                                                                      | <b>Hyderabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Q City, Nanakramguda, Hyderabad                                                                                                                                                   |
| <b>INDORE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor,<br>Village Tigariya Badshah & Bada Bangarde, Tehsil<br>Hatod, Indore - 452018,<br>Madhya Pradesh                                                                                         | <b>KOLKATA</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Ecospace 1B building, 2nd Floor, Plot - IIF/12, New<br>Town, Rajarhat, Kolkata - 700160, West Bengal OR<br>Auditorium, 2nd Floor, Wanderers Building, Delta Park -<br>Lords |
| <b>KOCHI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>TCS centre, Infopark Road Infopark Campus, Infopark,<br>Kakkanad, Kerala 682042                                                                                                                                                                | <b>MUMBAI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Yantra Park, Pokharan Road Number 2, TCS Approach<br>Rd, Thane, West, Thane, Maharashtra 400606                                                                                      |
| <b>NAGPUR</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,                                                                                                                                                                                       | <b>PUNE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park,<br>Hinjewadi Phase III, Pune - 411057, Maharashtra                                                                               |
| <b>Trivandrum</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Peepul Park, Technopark Campus, Kariyavattom P.O,<br>Trivandrum - 695581, India                                                                                                                                                           |                                                                                                                                                                                                                                                       |



## Annexure 3

### Confidentiality and IP Terms and Conditions

#### 1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.



## **2. Associate's Obligations**

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

## **3. Intellectual Property Rights**

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filing or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.



#### **4. Prior knowledge**

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

#### **5. Use of third party material**

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

#### **6. Security policies and Guidelines.**

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

#### **7. Working in SBWS Framework:**

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.





(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

## **8. Restriction on Associate's Rights**

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

## **9. No License**

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.



## 10. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

## 11. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay or omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.



(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.



## **Offer: Computer Consultancy**

Dear KRUPALI V GAJJAR,

### **Sub: Letter of Offer**

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade **Y**. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be ₹**190926/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year. Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &

**TCS Confidential**

**TCSL/DT20218279501**

**1**

**TATA CONSULTANCY SERVICES**

VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore 560 066 India

Tel: 91 80 6724 7000 Fax: 91 80 2841 0114 Website: [www.tcs.com](http://www.tcs.com)

Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021

TCS Careers Serviceline: 1800 209 3111 Email: [careers@tcs.com](mailto:careers@tcs.com)





Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

## **COMPENSATION AND BENEFITS**

### **BASIC SALARY**

You will be eligible for a basic salary of ₹14,784/- per month.

### **BOUQUET OF BENEFITS (BoB)**

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

#### **1. House Rent Allowance (HRA)**

Your HRA will be ₹5,914/- per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

#### **2. Leave Travel Allowance**

You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

#### **3. Food Card**

You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias. As per the Pre-Defined structure you will be eligible for a Food Card with an amount of ₹500/- being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.



## **PERFORMANCE PAY**

### **Monthly Performance Pay**

You will receive a monthly performance pay of ₹1,700/-. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

### **Quarterly Variable Allowance**

Your variable allowance will be ₹600/- per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

## **CITY ALLOWANCE**

You will be eligible for a City Allowance of ₹200/- per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

## **XPLORE/ LEARNING INCENTIVES**

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

## **OTHER BENEFITS**

### **Health Insurance Scheme**

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:



## **1. Basic Cover**

- i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.
- ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

## **2. Higher Hospitalisation**

Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

- i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.
- ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

## **Maternity Leave**

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother, may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

## **Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)**

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

## **Loans**

You will be eligible for loans, as per TCSL's loan policy.

## **Professional Memberships**

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.



## **RETIRALS**

### **Provident Fund**

You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

### **Gratuity**

You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

## **TERMS AND CONDITIONS**

### **1. Aggregate Percentage Requirements**

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

### **2. Pre requisites for Joining**

To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.



### **3. Training Period**

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

### **4. Working Hours**

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

### **5. Mobility**

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

### **6. Compensation Structure / Salary components**

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

### **7. Increments and Promotions**

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

### **8. Alternative Occupation / Employment**

Either during the period of your traineeship or during the period of your employment as a





confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

## **9. Confidentiality Agreement**

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

## **10. Service Agreement**

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

## **11. Work in SBWS mode**

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.

## **12. Overseas International Assignment Agreement**

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related



documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

### **13. Terms and Conditions**

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

### **14. TATA Code of Conduct**

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

### **15. Notice Period**

Upon your confirmation, this contract of employment is terminable by you by giving 90 days notice in writing to TCSL. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion.

Upon your confirmation, this contract of employment may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

It is understood, agreed and made abundantly clear herein that you shall have to necessarily work during the notice period given by TCSL under this clause, unless you are otherwise relieved by TCSL by giving you payment in lieu of notice.

Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by it at its own discretion having regard to the responsibilities shouldered by you while being in the employment of TCS.

### **16. Retirement**

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

### **17. Pre-employment Medical Certificate**

You are required to submit a Medical Certificate of Fitness (in the format prescribed by



TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

## 18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

## 19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining. If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

## 20. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)





- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :

\*There is no criminal offence registered/pending against you

\*There is no disciplinary case pending against you in the university

- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

\*PAN Card (Permanent Account Number)

\*Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)

\*Passport

\*NSR E-Card

## **21. TCS Xperience Program**

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

## **22. Letter of Appointment**

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

## **23. Rules and Regulations of the Company**

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from



time to time. The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

## **24. Compliance to all clauses**

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

## **25. Data Privacy Clause:**

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of overseas deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

**Withdrawal of Offer**

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

**For TATA Consultancy Services Limited**

**Girish V. Nandimath**  
**Global Head Talent Acquisition & AIP**



[Click here](#) or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary  
Annexure 2: List of TCS Xplore Centres  
Annexure 3: Confidentiality and IP Terms



## GROSS SALARY SHEET

Annexure 1

|                       |                                          |
|-----------------------|------------------------------------------|
| <b>Name</b>           | <b>KRUPALI V GAJJAR</b>                  |
| <b>Designation</b>    | <b>Assistant System Engineer-Trainee</b> |
| <b>Institute Name</b> | <b>Others</b>                            |

Table 1: Compensation Details (All Components in INR)

| <b>Component Category</b>             | <b>Monthly</b> | <b>Annual</b> |
|---------------------------------------|----------------|---------------|
| <b>1) Fixed Compensation</b>          |                |               |
| Basic Salary                          | 14,784         | 1,77,408      |
| Bouquet Of Benefits #                 | 7,646          | 91,752        |
| <b>2) Performance Pay**</b>           |                |               |
| Monthly Performance Pay               | 1,700          | 20,400        |
| Quarterly Variable Allowance*         | 600            | 7,200         |
| <b>3) City Allowance</b>              | 200            | 2,400         |
| <b>4) Annual Components/Retirals</b>  |                |               |
| Health Insurance***                   | NA             | 7,900         |
| Provident Fund                        | 1,774          | 21,289        |
| Gratuity                              | 711            | 8,533         |
| Total of Annual Components & Retirals | 2,485          | 37,722        |
| <b>TOTAL GROSS</b>                    | 27,415         | 190926        |
| <b>Xplore/ Learning Incentive****</b> |                | Upto 60,000   |

# Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

\* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

\*\*The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

\*\*\* For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

\*\*\*\* Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

| <b>Component Category</b>        | <b>Monthly</b> | <b>Annual</b> |
|----------------------------------|----------------|---------------|
| House Rent Allowance             | 5,914          | 70,968        |
| Leave Travel Assistance          | 1,232          | 14,784        |
| Food Card                        | 500            | 6,000         |
| <b>GROSS BOUQUET OF BENEFITS</b> | 7,646          | 91,752        |





## Annexure 2

|                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                       |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Ahmedabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Garima Park, IT/ITES SEZ, Plot # 41,<br>Gandhinagar - 382007                                                                                                                                                                               | <b>Bangalore</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Gate 1, No 42, Think campus, Electronic City phase II,<br>Bangalore - 560100, Karnataka                                                                                           |
| <b>BUBANESHWAR</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Training Lab Venue: Barabati, IRC Block, Ground Floor,<br>Tata Consultancy Services Limited, (UNIT-II) - BARBATI<br>SEZ, IT/ITES SPECIAL ECONOMIC ZONE (SEZ), PLOT NO.<br>35, CHANDAKA INDUSTRIAL ESTATE, PATIA,<br>Bhubaneswar - 751024 | <b>Chennai</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>415/21-24, Kumaran Nagar, Old Mahabalipuram Rd,<br>TNHB, Sholinganallur, Chennai, Tamil Nadu 600119                                                                                 |
| <b>DELHI – Gurgaon</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Block C, Kings Canyon, ASF Insignia, Gurgaon -<br>Faridabad Road, Gawal Pahari, Gurgaon - 122003,<br>Haryana                                                                                                                         | <b>DELHI – Noida</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. A-44 & A-45, Ground, 1st to 5th Floor & 10th<br>floor, Galaxy Business Park, Block - C & D, Sector - 62,<br>Noida - 201 309, UP                                      |
| <b>Guwahati</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>5th Floor, NEDFi House, G.S. Road, Dispur, Guwahati -<br>781006, Assam                                                                                                                                                                      | <b>Hyderabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Q City, Nanakramguda, Hyderabad                                                                                                                                                   |
| <b>INDORE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor,<br>Village Tigariya Badshah & Bada Bangarde, Tehsil<br>Hatod, Indore - 452018,<br>Madhya Pradesh                                                                                         | <b>KOLKATA</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Ecospace 1B building, 2nd Floor, Plot - IIF/12, New<br>Town, Rajarhat, Kolkata - 700160, West Bengal OR<br>Auditorium, 2nd Floor, Wanderers Building, Delta Park -<br>Lords |
| <b>KOCHI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>TCS centre, Infopark Road Infopark Campus, Infopark,<br>Kakkanad, Kerala 682042                                                                                                                                                                | <b>MUMBAI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Yantra Park, Pokharan Road Number 2, TCS Approach<br>Rd, Thane, West, Thane, Maharashtra 400606                                                                                      |
| <b>NAGPUR</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,                                                                                                                                                                                       | <b>PUNE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park,<br>Hinjewadi Phase III, Pune - 411057, Maharashtra                                                                               |
| <b>Trivandrum</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Peepul Park, Technopark Campus, Kariyavattom P.O,<br>Trivandrum - 695581, India                                                                                                                                                           |                                                                                                                                                                                                                                                       |



## Annexure 3

### Confidentiality and IP Terms and Conditions

#### 1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.



## **2. Associate's Obligations**

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

## **3. Intellectual Property Rights**

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filing or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.



#### **4. Prior knowledge**

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

#### **5. Use of third party material**

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

#### **6. Security policies and Guidelines.**

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

#### **7. Working in SBWS Framework:**

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.





(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

## **8. Restriction on Associate's Rights**

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

## **9. No License**

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.



## 10. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

## 11. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay or omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.



(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.



## **Offer: Computer Consultancy**

Dear KUSHI H L,

### **Sub: Letter of Offer**

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade **Y**. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be ₹**190926/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year. Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &

**TCS Confidential**

**TCSL/DT20218279501**

**1**

**TATA CONSULTANCY SERVICES**

VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore 560 066 India

Tel: 91 80 6724 7000 Fax: 91 80 2841 0114 Website: [www.tcs.com](http://www.tcs.com)

Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021

TCS Careers Serviceline: 1800 209 3111 Email: [careers@tcs.com](mailto:careers@tcs.com)



Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

## **COMPENSATION AND BENEFITS**

### **BASIC SALARY**

You will be eligible for a basic salary of ₹14,784/- per month.

### **BOUQUET OF BENEFITS (BoB)**

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

#### **1. House Rent Allowance (HRA)**

Your HRA will be ₹5,914/- per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

#### **2. Leave Travel Allowance**

You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

#### **3. Food Card**

You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias. As per the Pre-Defined structure you will be eligible for a Food Card with an amount of ₹500/- being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.



## **PERFORMANCE PAY**

### **Monthly Performance Pay**

You will receive a monthly performance pay of ₹1,700/-. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

### **Quarterly Variable Allowance**

Your variable allowance will be ₹600/- per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

## **CITY ALLOWANCE**

You will be eligible for a City Allowance of ₹200/- per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

## **XPLORE/ LEARNING INCENTIVES**

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

## **OTHER BENEFITS**

### **Health Insurance Scheme**

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:





## **1. Basic Cover**

- i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.
- ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

## **2. Higher Hospitalisation**

Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

- i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.
- ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

## **Maternity Leave**

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

## **Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)**

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

## **Loans**

You will be eligible for loans, as per TCSL's loan policy.

## **Professional Memberships**

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.



## **RETIRALS**

### **Provident Fund**

You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

### **Gratuity**

You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

## **TERMS AND CONDITIONS**

### **1. Aggregate Percentage Requirements**

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

### **2. Pre requisites for Joining**

To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.





### **3. Training Period**

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

### **4. Working Hours**

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

### **5. Mobility**

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

### **6. Compensation Structure / Salary components**

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

### **7. Increments and Promotions**

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

### **8. Alternative Occupation / Employment**

Either during the period of your traineeship or during the period of your employment as a



confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

## **9. Confidentiality Agreement**

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

## **10. Service Agreement**

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

## **11. Work in SBWS mode**

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.

## **12. Overseas International Assignment Agreement**

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related



documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

### **13. Terms and Conditions**

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

### **14. TATA Code of Conduct**

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

### **15. Notice Period**

Upon your confirmation, this contract of employment is terminable by you by giving 90 days notice in writing to TCSL. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion.

Upon your confirmation, this contract of employment may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

It is understood, agreed and made abundantly clear herein that you shall have to necessarily work during the notice period given by TCSL under this clause, unless you are otherwise relieved by TCSL by giving you payment in lieu of notice.

Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by it at its own discretion having regard to the responsibilities shouldered by you while being in the employment of TCS.

### **16. Retirement**

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

### **17. Pre-employment Medical Certificate**

You are required to submit a Medical Certificate of Fitness (in the format prescribed by



TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

## 18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

## 19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining. If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

## 20. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)





- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :

\*There is no criminal offence registered/pending against you

\*There is no disciplinary case pending against you in the university

- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

\*PAN Card (Permanent Account Number)

\*Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)

\*Passport

\*NSR E-Card

## **21. TCS Xperience Program**

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

## **22. Letter of Appointment**

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

## **23. Rules and Regulations of the Company**

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from



time to time. The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

## **24. Compliance to all clauses**

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

## **25. Data Privacy Clause:**

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of overseas deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

**Withdrawal of Offer**

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

**For TATA Consultancy Services Limited**

**Girish V. Nandimath**  
**Global Head Talent Acquisition & AIP**



[Click here](#) or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary  
Annexure 2: List of TCS Xplore Centres  
Annexure 3: Confidentiality and IP Terms



## GROSS SALARY SHEET

Annexure 1

|                       |                                          |
|-----------------------|------------------------------------------|
| <b>Name</b>           | <b>KUSHI H L</b>                         |
| <b>Designation</b>    | <b>Assistant System Engineer-Trainee</b> |
| <b>Institute Name</b> | <b>Others</b>                            |

Table 1: Compensation Details (All Components in INR)

| <b>Component Category</b>             | <b>Monthly</b> | <b>Annual</b> |
|---------------------------------------|----------------|---------------|
| <b>1) Fixed Compensation</b>          |                |               |
| Basic Salary                          | 14,784         | 1,77,408      |
| Bouquet Of Benefits #                 | 7,646          | 91,752        |
| <b>2) Performance Pay**</b>           |                |               |
| Monthly Performance Pay               | 1,700          | 20,400        |
| Quarterly Variable Allowance*         | 600            | 7,200         |
| <b>3) City Allowance</b>              | 200            | 2,400         |
| <b>4) Annual Components/Retirals</b>  |                |               |
| Health Insurance***                   | NA             | 7,900         |
| Provident Fund                        | 1,774          | 21,289        |
| Gratuity                              | 711            | 8,533         |
| Total of Annual Components & Retirals | 2,485          | 37,722        |
| <b>TOTAL GROSS</b>                    | 27,415         | 190926        |
| <b>Xplore/ Learning Incentive****</b> |                | Upto 60,000   |

# Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

\* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

\*\*The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

\*\*\* For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

\*\*\*\* Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

| <b>Component Category</b>        | <b>Monthly</b> | <b>Annual</b> |
|----------------------------------|----------------|---------------|
| House Rent Allowance             | 5,914          | 70,968        |
| Leave Travel Assistance          | 1,232          | 14,784        |
| Food Card                        | 500            | 6,000         |
| <b>GROSS BOUQUET OF BENEFITS</b> | 7,646          | 91,752        |





## Annexure 2

|                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                       |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Ahmedabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Garima Park, IT/ITES SEZ, Plot # 41,<br>Gandhinagar - 382007                                                                                                                                                                                 | <b>Bangalore</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Gate 1, No 42, Think campus, Electronic City phase II,<br>Bangalore - 560100, Karnataka                                                                                           |
| <b>BUBANESHWAR</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Training Lab Venue: Barabati, IRC Block, Ground Floor,<br>Tata Consultancy Services Limited, (UNIT-II) - BARBATI<br>SEZ, IT/ITES - SPECIAL ECONOMIC ZONE (SEZ), PLOT NO.<br>35, CHANDAKA INDUSTRIAL ESTATE, PATIA,<br>Bhubaneswar - 751024 | <b>Chennai</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>415/21-24, Kumaran Nagar, Old Mahabalipuram Rd,<br>TNHB, Sholinganallur, Chennai, Tamil Nadu 600119                                                                                 |
| <b>DELHI – Gurgaon</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Block C, Kings Canyon, ASF Insignia, Gurgaon -<br>Faridabad Road, Gawal Pahari, Gurgaon - 122003,<br>Haryana                                                                                                                           | <b>DELHI – Noida</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. A-44 & A-45, Ground, 1st to 5th Floor & 10th<br>floor, Galaxy Business Park, Block - C & D, Sector - 62,<br>Noida - 201 309, UP                                      |
| <b>Guwahati</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>5th Floor, NEDFi House, G.S. Road, Dispur, Guwahati -<br>781006, Assam                                                                                                                                                                        | <b>Hyderabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Q City, Nanakramguda, Hyderabad                                                                                                                                                   |
| <b>INDORE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor,<br>Village Tigariya Badshah & Bada Bangarde, Tehsil<br>Hatod, Indore - 452018,<br>Madhya Pradesh                                                                                           | <b>KOLKATA</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Ecospace 1B building, 2nd Floor, Plot - IIF/12, New<br>Town, Rajarhat, Kolkata - 700160, West Bengal OR<br>Auditorium, 2nd Floor, Wanderers Building, Delta Park -<br>Lords |
| <b>KOCHI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>TCS centre, Infopark Road Infopark Campus, Infopark,<br>Kakkanad, Kerala 682042                                                                                                                                                                  | <b>MUMBAI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Yantra Park, Pokharan Road Number 2, TCS Approach<br>Rd, Thane, West, Thane, Maharashtra 400606                                                                                      |
| <b>NAGPUR</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,                                                                                                                                                                                         | <b>PUNE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park,<br>Hinjewadi Phase III, Pune - 411057, Maharashtra                                                                               |
| <b>Trivandrum</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Peepul Park, Technopark Campus, Kariyavattom P.O,<br>Trivandrum - 695581, India                                                                                                                                                             |                                                                                                                                                                                                                                                       |



## Annexure 3

### Confidentiality and IP Terms and Conditions

#### 1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.



## **2. Associate's Obligations**

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

## **3. Intellectual Property Rights**

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filing or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.



#### **4. Prior knowledge**

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

#### **5. Use of third party material**

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

#### **6. Security policies and Guidelines.**

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

#### **7. Working in SBWS Framework:**

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.





(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

## **8. Restriction on Associate's Rights**

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

## **9. No License**

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.



## 10. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

## 11. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay or omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.



(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.



**Offer: Computer Consultancy**

**Ref:**

**TCSL/DT202120218279527/Bangalore**

**Date: 26/11/2021**

Dear L Mahesh,

**Sub: Letter of Offer**

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade **Y**. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be **`375000/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year. Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &

**TCS Confidential**

**1**

**TATA CONSULTANCY SERVICES**

VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore 560 066 India

Tel: 91 80 6724 7000 Fax: 91 80 2841 0114 Website: [www.tcs.com](http://www.tcs.com)

Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021

TCS Careers Serviceline: 1800 209 3111 Email: [careers@tcs.com](mailto:careers@tcs.com)





Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

## **COMPENSATION AND BENEFITS**

### **BASIC SALARY**

You will be eligible for a basic salary of `14,784/- per month.

### **BOUQUET OF BENEFITS (BoB)**

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

#### **1. House Rent Allowance (HRA)**

Your HRA will be `5,914/- per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

#### **2. Leave Travel Allowance**

You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

#### **3. Food Card**

You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias. As per the Pre-Defined structure you will be eligible for a Food Card with an amount of `500/- being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.



## **PERFORMANCE PAY**

### **Monthly Performance Pay**

You will receive a monthly performance pay of `1,700/-. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

### **Quarterly Variable Allowance**

Your variable allowance will be `600/- per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

## **CITY ALLOWANCE**

You will be eligible for a City Allowance of `200/- per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

## **XPLORE/ LEARNING INCENTIVES**

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

## **OTHER BENEFITS**

### **Health Insurance Scheme**

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:



## **1. Basic Cover**

i. Entitlement - Includes domiciliary expenses up to `6,000/- per insured person per annum and basic hospitalization expenses up to `2,00,000/- per insured person per annum.

ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

## **2. Higher Hospitalisation**

Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

i. Entitlement - You and your enrolled dependants will be entitled for `12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

## **Maternity Leave**

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother, may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

## **Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)**

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of `250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

## **Loans**

You will be eligible for loans, as per TCSL's loan policy.

## **Professional Memberships**

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.



## **RETIRALS**

### **Provident Fund**

You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

### **Gratuity**

You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

## **TERMS AND CONDITIONS**

### **1. Aggregate Percentage Requirements**

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

### **2. Pre requisites for Joining**

To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.



### **3. Training Period**

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

### **4. Working Hours**

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

### **5. Mobility**

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

### **6. Compensation Structure / Salary components**

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

### **7. Increments and Promotions**

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

### **8. Alternative Occupation / Employment**

Either during the period of your traineeship or during the period of your employment as a





confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

## **9. Confidentiality Agreement**

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

## **10. Service Agreement**

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL `50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

## **11. Work in SBWS mode**

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.

## **12. Overseas International Assignment Agreement**

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related



documents pertaining to the international assignment for which you are being placed. In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

### **13. Terms and Conditions**

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

### **14. TATA Code of Conduct**

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

### **15. Notice Period**

Upon your confirmation, this contract of employment is terminable by you by giving 90 days notice in writing to TCSL. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion.

Upon your confirmation, this contract of employment may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

It is understood, agreed and made abundantly clear herein that you shall have to necessarily work during the notice period given by TCSL under this clause, unless you are otherwise relieved by TCSL by giving you payment in lieu of notice.

Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by it at its own discretion having regard to the responsibilities shouldered by you while being in the employment of TCS.

### **16. Retirement**

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

### **17. Pre-employment Medical Certificate**

You are required to submit a Medical Certificate of Fitness (in the format prescribed by



TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

### 18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

### 19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining. If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

### 20. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)





- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :

\*There is no criminal offence registered/pending against you

\*There is no disciplinary case pending against you in the university

- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

\*PAN Card (Permanent Account Number)

\*Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)

\*Passport

\*NSR E-Card

## **21. TCS Xperience Program**

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

## **22. Letter of Appointment**

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

## **23. Rules and Regulations of the Company**

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from



time to time. The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

#### **24. Compliance to all clauses**

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

#### **25. Data Privacy Clause:**

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of overseas deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

**Withdrawal of Offer**

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

**For TATA Consultancy Services Limited**

**Girish V. Nandimath**  
**Global Head Talent Acquisition & AIP**



[Click here](#) or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary  
Annexure 2: List of TCS Xplore Centres  
Annexure 3: Confidentiality and IP Terms



## GROSS SALARY SHEET

Annexure 1

|                       |                                          |
|-----------------------|------------------------------------------|
| <b>Name</b>           | <b>L<br/>Mahesh</b>                      |
| <b>Designation</b>    | <b>Assistant System Engineer-Trainee</b> |
| <b>Institute Name</b> | <b>Others</b>                            |

Table 1: Compensation Details (All Components in INR)

| <b>Component Category</b>             | <b>Monthly</b> | <b>Annual</b>      |
|---------------------------------------|----------------|--------------------|
| <b>1) Fixed Compensation</b>          |                |                    |
| Basic Salary                          | 14,784         | 1,77,408           |
| Bouquet Of Benefits #                 | 7,646          | 91,752             |
| <b>2) Performance Pay**</b>           |                |                    |
| Monthly Performance Pay               | 1,700          | 20,400             |
| Quarterly Variable Allowance*         | 600            | 7,200              |
| <b>3) City Allowance</b>              | 200            | 2,400              |
| <b>4) Annual Components/Retirals</b>  |                |                    |
| Health Insurance***                   | NA             | 7,900              |
| Provident Fund                        | 1,774          | 21,289             |
| Gratuity                              | 711            | 8,533              |
| Total of Annual Components & Retirals | 2,485          | 37,722             |
| <b>TOTAL GROSS</b>                    | <b>27,415</b>  | <b>375000</b>      |
| <b>Xplore/ Learning Incentive****</b> |                | <b>Upto 60,000</b> |

# Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

\* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

\*\*The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

\*\*\* For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

\*\*\*\* Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

| <b>Component Category</b>        | <b>Monthly</b> | <b>Annual</b> |
|----------------------------------|----------------|---------------|
| House Rent Allowance             | 5,914          | 70,968        |
| Leave Travel Assistance          | 1,232          | 14,784        |
| Food Card                        | 500            | 6,000         |
| <b>GROSS BOUQUET OF BENEFITS</b> | <b>7,646</b>   | <b>91,752</b> |





## Annexure

|                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                       |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Ahmedabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Garima Park, IT/ITES SEZ, Plot # 41,<br>Gandhinagar - 382007                                                                                                                                                                                 | <b>Bangalore</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Gate 1, No 42, Think campus, Electronic City phase II,<br>Bangalore - 560100, Karnataka                                                                                           |
| <b>BUBANESHWAR</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Training Lab Venue: Barabati, IRC Block, Ground Floor,<br>Tata Consultancy Services Limited, (UNIT-II) - BARBATI<br>SEZ, IT/ITES - SPECIAL ECONOMIC ZONE (SEZ), PLOT NO.<br>35, CHANDAKA INDUSTRIAL ESTATE, PATIA,<br>Bhubaneswar - 751024 | <b>Chennai</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>415/21-24, Kumaran Nagar, Old Mahabalipuram Rd,<br>TNHB, Sholinganallur, Chennai, Tamil Nadu 600119                                                                                 |
| <b>DELHI – Gurgaon</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Block C, Kings Canyon, ASF Insignia, Gurgaon -<br>Faridabad Road, Gawal Pahari, Gurgaon - 122003,<br>Haryana                                                                                                                           | <b>DELHI – Noida</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. A-44 & A-45, Ground, 1st to 5th Floor & 10th<br>floor, Galaxy Business Park, Block - C & D, Sector - 62,<br>Noida - 201 309, UP                                      |
| <b>Guwahati</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>5th Floor, NEDFi House, G.S. Road, Dispur, Guwahati -<br>781006, Assam                                                                                                                                                                        | <b>Hyderabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Q City, Nanakramguda, Hyderabad                                                                                                                                                   |
| <b>INDORE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor,<br>Village Tigariya Badshah & Bada Bangarda, Tehsil<br>Hatod, Indore - 452018,<br>Madhya Pradesh                                                                                           | <b>KOLKATA</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Ecospace 1B building, 2nd Floor, Plot - IIF/12, New<br>Town, Rajarhat, Kolkata - 700160, West Bengal OR<br>Auditorium, 2nd Floor, Wanderers Building, Delta Park -<br>Lords |
| <b>KOCHI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>TCS centre, Infopark Road Infopark Campus, Infopark,<br>Kakkanad, Kerala 682042                                                                                                                                                                  | <b>MUMBAI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Yantra Park, Pokharan Road Number 2, TCS Approach<br>Rd, Thane, West, Thane, Maharashtra 400606                                                                                      |
| <b>NAGPUR</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,                                                                                                                                                                                         | <b>PUNE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park,<br>Hinjewadi Phase III, Pune - 411057, Maharashtra                                                                               |
| <b>Trivandrum</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Peepul Park, Technopark Campus, Kariyavattom P.O,<br>Trivandrum - 695581, India                                                                                                                                                             |                                                                                                                                                                                                                                                       |



## Annexure

### Confidentiality and IP Terms and Conditions

#### 1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.



## **2. Associate's Obligations**

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

## **3. Intellectual Property Rights**

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filing or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.



#### **4. Prior knowledge**

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

#### **5. Use of third party material**

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

#### **6. Security policies and Guidelines.**

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

#### **7. Working in SBWS Framework:**

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.





(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

## **8. Restriction on Associate's Rights**

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

## **9. No License**

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.



## 10. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

## 11. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay or omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.



(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.



## **Offer: Computer Consultancy**

Dear LAKHAN KUMAR R,

### **Sub: Letter of Offer**

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade **Y**. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be ₹**190926/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year. Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &

**TCS Confidential**

**TCSL/DT20218279501**

**1**

**TATA CONSULTANCY SERVICES**

VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore 560 066 India

Tel: 91 80 6724 7000 Fax: 91 80 2841 0114 Website: [www.tcs.com](http://www.tcs.com)

Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021

TCS Careers Serviceline: 1800 209 3111 Email: [careers@tcs.com](mailto:careers@tcs.com)



Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

## **COMPENSATION AND BENEFITS**

### **BASIC SALARY**

You will be eligible for a basic salary of ₹14,784/- per month.

### **BOUQUET OF BENEFITS (BoB)**

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

#### **1. House Rent Allowance (HRA)**

Your HRA will be ₹5,914/- per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

#### **2. Leave Travel Allowance**

You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

#### **3. Food Card**

You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias. As per the Pre-Defined structure you will be eligible for a Food Card with an amount of ₹500/- being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.



## **PERFORMANCE PAY**

### **Monthly Performance Pay**

You will receive a monthly performance pay of ₹1,700/-. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

### **Quarterly Variable Allowance**

Your variable allowance will be ₹600/- per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

## **CITY ALLOWANCE**

You will be eligible for a City Allowance of ₹200/- per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

## **XPLORE/ LEARNING INCENTIVES**

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

## **OTHER BENEFITS**

### **Health Insurance Scheme**

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:





## **1. Basic Cover**

i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.

ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

## **2. Higher Hospitalisation**

Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

## **Maternity Leave**

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother, may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

## **Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)**

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

## **Loans**

You will be eligible for loans, as per TCSL's loan policy.

## **Professional Memberships**

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.



## **RETIRALS**

### **Provident Fund**

You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

### **Gratuity**

You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

## **TERMS AND CONDITIONS**

### **1. Aggregate Percentage Requirements**

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

### **2. Pre requisites for Joining**

To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.





### **3. Training Period**

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

### **4. Working Hours**

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

### **5. Mobility**

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

### **6. Compensation Structure / Salary components**

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

### **7. Increments and Promotions**

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

### **8. Alternative Occupation / Employment**

Either during the period of your traineeship or during the period of your employment as a



confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

## **9. Confidentiality Agreement**

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

## **10. Service Agreement**

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

## **11. Work in SBWS mode**

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.

## **12. Overseas International Assignment Agreement**

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related



documents pertaining to the international assignment for which you are being placed. In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

### **13. Terms and Conditions**

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

### **14. TATA Code of Conduct**

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

### **15. Notice Period**

Upon your confirmation, this contract of employment is terminable by you by giving 90 days notice in writing to TCSL. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion.

Upon your confirmation, this contract of employment may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

It is understood, agreed and made abundantly clear herein that you shall have to necessarily work during the notice period given by TCSL under this clause, unless you are otherwise relieved by TCSL by giving you payment in lieu of notice.

Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by it at its own discretion having regard to the responsibilities shouldered by you while being in the employment of TCS.

### **16. Retirement**

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

### **17. Pre-employment Medical Certificate**

You are required to submit a Medical Certificate of Fitness (in the format prescribed by



TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

## 18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

## 19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining. If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

## 20. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)





- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :

\*There is no criminal offence registered/pending against you

\*There is no disciplinary case pending against you in the university

- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

\*PAN Card (Permanent Account Number)

\*Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)

\*Passport

\*NSR E-Card

## **21. TCS Xperience Program**

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

## **22. Letter of Appointment**

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

## **23. Rules and Regulations of the Company**

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from



time to time. The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

## **24. Compliance to all clauses**

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

## **25. Data Privacy Clause:**

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of overseas deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

**Withdrawal of Offer**

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

**For TATA Consultancy Services Limited**

**Girish V. Nandimath**  
**Global Head Talent Acquisition & AIP**



[Click here](#) or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary  
Annexure 2: List of TCS Xplore Centres  
Annexure 3: Confidentiality and IP Terms



## GROSS SALARY SHEET

Annexure 1

|                       |                                          |
|-----------------------|------------------------------------------|
| <b>Name</b>           | <b>LAKHAN KUMAR R</b>                    |
| <b>Designation</b>    | <b>Assistant System Engineer-Trainee</b> |
| <b>Institute Name</b> | <b>Others</b>                            |

Table 1: Compensation Details (All Components in INR)

| <b>Component Category</b>             | <b>Monthly</b> | <b>Annual</b> |
|---------------------------------------|----------------|---------------|
| <b>1) Fixed Compensation</b>          |                |               |
| Basic Salary                          | 14,784         | 1,77,408      |
| Bouquet Of Benefits #                 | 7,646          | 91,752        |
| <b>2) Performance Pay**</b>           |                |               |
| Monthly Performance Pay               | 1,700          | 20,400        |
| Quarterly Variable Allowance*         | 600            | 7,200         |
| <b>3) City Allowance</b>              | 200            | 2,400         |
| <b>4) Annual Components/Retirals</b>  |                |               |
| Health Insurance***                   | NA             | 7,900         |
| Provident Fund                        | 1,774          | 21,289        |
| Gratuity                              | 711            | 8,533         |
| Total of Annual Components & Retirals | 2,485          | 37,722        |
| <b>TOTAL GROSS</b>                    | 27,415         | 190926        |
| <b>Xplore/ Learning Incentive****</b> |                | Upto 60,000   |

# Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

\* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

\*\*The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

\*\*\* For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

\*\*\*\* Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

| <b>Component Category</b>        | <b>Monthly</b> | <b>Annual</b> |
|----------------------------------|----------------|---------------|
| House Rent Allowance             | 5,914          | 70,968        |
| Leave Travel Assistance          | 1,232          | 14,784        |
| Food Card                        | 500            | 6,000         |
| <b>GROSS BOUQUET OF BENEFITS</b> | 7,646          | 91,752        |





## Annexure 2

|                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                       |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Ahmedabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Garima Park, IT/ITES SEZ, Plot # 41,<br>Gandhinagar - 382007                                                                                                                                                                               | <b>Bangalore</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Gate 1, No 42, Think campus, Electronic City phase II,<br>Bangalore - 560100, Karnataka                                                                                           |
| <b>BUBANESHWAR</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Training Lab Venue: Barabati, IRC Block, Ground Floor,<br>Tata Consultancy Services Limited, (UNIT-II) - BARBATI<br>SEZ, IT/ITES SPECIAL ECONOMIC ZONE (SEZ), PLOT NO.<br>35, CHANDAKA INDUSTRIAL ESTATE, PATIA,<br>Bhubaneswar - 751024 | <b>Chennai</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>415/21-24, Kumaran Nagar, Old Mahabalipuram Rd,<br>TNHB, Sholinganallur, Chennai, Tamil Nadu 600119                                                                                 |
| <b>DELHI – Gurgaon</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Block C, Kings Canyon, ASF Insignia, Gurgaon -<br>Faridabad Road, Gawal Pahari, Gurgaon - 122003,<br>Haryana                                                                                                                         | <b>DELHI – Noida</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. A-44 & A-45, Ground, 1st to 5th Floor & 10th<br>floor, Galaxy Business Park, Block - C & D, Sector - 62,<br>Noida - 201 309, UP                                      |
| <b>Guwahati</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>5th Floor, NEDFi House, G.S. Road, Dispur, Guwahati -<br>781006, Assam                                                                                                                                                                      | <b>Hyderabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Q City, Nanakramguda, Hyderabad                                                                                                                                                   |
| <b>INDORE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor,<br>Village Tigariya Badshah & Bada Bangarde, Tehsil<br>Hatod, Indore - 452018,<br>Madhya Pradesh                                                                                         | <b>KOLKATA</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Ecospace 1B building, 2nd Floor, Plot - IIF/12, New<br>Town, Rajarhat, Kolkata - 700160, West Bengal OR<br>Auditorium, 2nd Floor, Wanderers Building, Delta Park -<br>Lords |
| <b>KOCHI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>TCS centre, Infopark Road Infopark Campus, Infopark,<br>Kakkanad, Kerala 682042                                                                                                                                                                | <b>MUMBAI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Yantra Park, Pokharan Road Number 2, TCS Approach<br>Rd, Thane, West, Thane, Maharashtra 400606                                                                                      |
| <b>NAGPUR</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,                                                                                                                                                                                       | <b>PUNE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park,<br>Hinjewadi Phase III, Pune - 411057, Maharashtra                                                                               |
| <b>Trivandrum</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Peepul Park, Technopark Campus, Kariyavattom P.O,<br>Trivandrum - 695581, India                                                                                                                                                           |                                                                                                                                                                                                                                                       |



## Annexure 3

### Confidentiality and IP Terms and Conditions

#### 1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.



## **2. Associate's Obligations**

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

## **3. Intellectual Property Rights**

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filing or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.



#### **4. Prior knowledge**

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

#### **5. Use of third party material**

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

#### **6. Security policies and Guidelines.**

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

#### **7. Working in SBWS Framework:**

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.





(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

## **8. Restriction on Associate's Rights**

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

## **9. No License**

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.



## 10. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

## 11. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay or omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.



(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.



## **Offer: Computer Consultancy**

Dear LUCKY,

### **Sub: Letter of Offer**

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade **Y**. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be ₹**190926/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year. Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &





Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

## **COMPENSATION AND BENEFITS**

### **BASIC SALARY**

You will be eligible for a basic salary of ₹14,784/- per month.

### **BOUQUET OF BENEFITS (BoB)**

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

#### **1. House Rent Allowance (HRA)**

Your HRA will be ₹5,914/- per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

#### **2. Leave Travel Allowance**

You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

#### **3. Food Card**

You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias. As per the Pre-Defined structure you will be eligible for a Food Card with an amount of ₹500/- being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.



## **PERFORMANCE PAY**

### **Monthly Performance Pay**

You will receive a monthly performance pay of ₹1,700/-. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

### **Quarterly Variable Allowance**

Your variable allowance will be ₹600/- per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

## **CITY ALLOWANCE**

You will be eligible for a City Allowance of ₹200/- per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

## **XPLORE/ LEARNING INCENTIVES**

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

## **OTHER BENEFITS**

### **Health Insurance Scheme**

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:



## **1. Basic Cover**

i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.

ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

## **2. Higher Hospitalisation**

Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

## **Maternity Leave**

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

## **Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)**

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

## **Loans**

You will be eligible for loans, as per TCSL's loan policy.

## **Professional Memberships**

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.



## **RETIRALS**

### **Provident Fund**

You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

### **Gratuity**

You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

## **TERMS AND CONDITIONS**

### **1. Aggregate Percentage Requirements**

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

### **2. Pre requisites for Joining**

To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.



### **3. Training Period**

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

### **4. Working Hours**

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

### **5. Mobility**

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

### **6. Compensation Structure / Salary components**

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

### **7. Increments and Promotions**

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

### **8. Alternative Occupation / Employment**

Either during the period of your traineeship or during the period of your employment as a





confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

## **9. Confidentiality Agreement**

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

## **10. Service Agreement**

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

## **11. Work in SBWS mode**

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.

## **12. Overseas International Assignment Agreement**

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related



documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

### **13. Terms and Conditions**

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

### **14. TATA Code of Conduct**

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

### **15. Notice Period**

Upon your confirmation, this contract of employment is terminable by you by giving 90 days notice in writing to TCSL. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion.

Upon your confirmation, this contract of employment may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

It is understood, agreed and made abundantly clear herein that you shall have to necessarily work during the notice period given by TCSL under this clause, unless you are otherwise relieved by TCSL by giving you payment in lieu of notice.

Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by it at its own discretion having regard to the responsibilities shouldered by you while being in the employment of TCS.

### **16. Retirement**

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

### **17. Pre-employment Medical Certificate**

You are required to submit a Medical Certificate of Fitness (in the format prescribed by



TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

## 18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

## 19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining. If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

## 20. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)





- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :

\*There is no criminal offence registered/pending against you

\*There is no disciplinary case pending against you in the university

- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

\*PAN Card (Permanent Account Number)

\*Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)

\*Passport

\*NSR E-Card

## **21. TCS Xperience Program**

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

## **22. Letter of Appointment**

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

## **23. Rules and Regulations of the Company**

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from



time to time. The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

## **24. Compliance to all clauses**

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

## **25. Data Privacy Clause:**

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of overseas deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

**Withdrawal of Offer**

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

**For TATA Consultancy Services Limited**

**Girish V. Nandimath**  
**Global Head Talent Acquisition & AIP**



[Click here](#) or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary  
Annexure 2: List of TCS Xplore Centres  
Annexure 3: Confidentiality and IP Terms



## GROSS SALARY SHEET

Annexure 1

|                       |                                          |
|-----------------------|------------------------------------------|
| <b>Name</b>           | <b>LUCKY</b>                             |
| <b>Designation</b>    | <b>Assistant System Engineer-Trainee</b> |
| <b>Institute Name</b> | <b>Others</b>                            |

Table 1: Compensation Details (All Components in INR)

| <b>Component Category</b>             | <b>Monthly</b> | <b>Annual</b> |
|---------------------------------------|----------------|---------------|
| <b>1) Fixed Compensation</b>          |                |               |
| Basic Salary                          | 14,784         | 1,77,408      |
| Bouquet Of Benefits #                 | 7,646          | 91,752        |
| <b>2) Performance Pay**</b>           |                |               |
| Monthly Performance Pay               | 1,700          | 20,400        |
| Quarterly Variable Allowance*         | 600            | 7,200         |
| <b>3) City Allowance</b>              | 200            | 2,400         |
| <b>4) Annual Components/Retirals</b>  |                |               |
| Health Insurance***                   | NA             | 7,900         |
| Provident Fund                        | 1,774          | 21,289        |
| Gratuity                              | 711            | 8,533         |
| Total of Annual Components & Retirals | 2,485          | 37,722        |
| <b>TOTAL GROSS</b>                    | 27,415         | 190926        |
| <b>Xplore/ Learning Incentive****</b> |                | Upto 60,000   |

# Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

\* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

\*\*The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

\*\*\* For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

\*\*\*\* Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

| <b>Component Category</b>        | <b>Monthly</b> | <b>Annual</b> |
|----------------------------------|----------------|---------------|
| House Rent Allowance             | 5,914          | 70,968        |
| Leave Travel Assistance          | 1,232          | 14,784        |
| Food Card                        | 500            | 6,000         |
| <b>GROSS BOUQUET OF BENEFITS</b> | 7,646          | 91,752        |





## Annexure 2

|                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                       |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Ahmedabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Garima Park, IT/ITES SEZ, Plot # 41,<br>Gandhinagar - 382007                                                                                                                                                                               | <b>Bangalore</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Gate 1, No 42, Think campus, Electronic City phase II,<br>Bangalore - 560100, Karnataka                                                                                           |
| <b>BUBANESHWAR</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Training Lab Venue: Barabati, IRC Block, Ground Floor,<br>Tata Consultancy Services Limited, (UNIT-II) - BARBATI<br>SEZ, IT/ITES SPECIAL ECONOMIC ZONE (SEZ), PLOT NO.<br>35, CHANDAKA INDUSTRIAL ESTATE, PATIA,<br>Bhubaneswar - 751024 | <b>Chennai</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>415/21-24, Kumaran Nagar, Old Mahabalipuram Rd,<br>TNHB, Sholinganallur, Chennai, Tamil Nadu 600119                                                                                 |
| <b>DELHI – Gurgaon</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Block C, Kings Canyon, ASF Insignia, Gurgaon -<br>Faridabad Road, Gawal Pahari, Gurgaon - 122003,<br>Haryana                                                                                                                         | <b>DELHI – Noida</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. A-44 & A-45, Ground, 1st to 5th Floor & 10th<br>floor, Galaxy Business Park, Block - C & D, Sector - 62,<br>Noida - 201 309, UP                                      |
| <b>Guwahati</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>5th Floor, NEDFi House, G.S. Road, Dispur, Guwahati -<br>781006, Assam                                                                                                                                                                      | <b>Hyderabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Q City, Nanakramguda, Hyderabad                                                                                                                                                   |
| <b>INDORE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor,<br>Village Tigariya Badshah & Bada Bangarde, Tehsil<br>Hatod, Indore - 452018,<br>Madhya Pradesh                                                                                         | <b>KOLKATA</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Ecospace 1B building, 2nd Floor, Plot - IIF/12, New<br>Town, Rajarhat, Kolkata - 700160, West Bengal OR<br>Auditorium, 2nd Floor, Wanderers Building, Delta Park -<br>Lords |
| <b>KOCHI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>TCS centre, Infopark Road Infopark Campus, Infopark,<br>Kakkanad, Kerala 682042                                                                                                                                                                | <b>MUMBAI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Yantra Park, Pokharan Road Number 2, TCS Approach<br>Rd, Thane, West, Thane, Maharashtra 400606                                                                                      |
| <b>NAGPUR</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,                                                                                                                                                                                       | <b>PUNE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park,<br>Hinjewadi Phase III, Pune - 411057, Maharashtra                                                                               |
| <b>Trivandrum</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Peepul Park, Technopark Campus, Kariyavattom P.O,<br>Trivandrum - 695581, India                                                                                                                                                           |                                                                                                                                                                                                                                                       |



## Annexure 3

### Confidentiality and IP Terms and Conditions

#### 1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.



## **2. Associate's Obligations**

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

## **3. Intellectual Property Rights**

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filing or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.



#### **4. Prior knowledge**

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

#### **5. Use of third party material**

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

#### **6. Security policies and Guidelines.**

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

#### **7. Working in SBWS Framework:**

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.





(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

## **8. Restriction on Associate's Rights**

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

## **9. No License**

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.



## 10. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

## 11. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay or omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.



(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.



## Offer: Computer Consultancy

Dear M VINDHYA,

### Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade **Y**. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be ₹**190926/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year. Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &

TCS Confidential

TCSL/DT20218279501

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**TATA CONSULTANCY SERVICES**

VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore 560 066 India

Tel: 91 80 6724 7000 Fax: 91 80 2841 0114 Website: [www.tcs.com](http://www.tcs.com)

Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021

TCS Careers Serviceline: 1800 209 3111 Email: [careers@tcs.com](mailto:careers@tcs.com)



Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

## **COMPENSATION AND BENEFITS**

### **BASIC SALARY**

You will be eligible for a basic salary of ₹14,784/- per month.

### **BOUQUET OF BENEFITS (BoB)**

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

#### **1. House Rent Allowance (HRA)**

Your HRA will be ₹5,914/- per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

#### **2. Leave Travel Allowance**

You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

#### **3. Food Card**

You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias. As per the Pre-Defined structure you will be eligible for a Food Card with an amount of ₹500/- being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.



## **PERFORMANCE PAY**

### **Monthly Performance Pay**

You will receive a monthly performance pay of ₹1,700/-. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

### **Quarterly Variable Allowance**

Your variable allowance will be ₹600/- per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

## **CITY ALLOWANCE**

You will be eligible for a City Allowance of ₹200/- per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

## **XPLORE/ LEARNING INCENTIVES**

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

## **OTHER BENEFITS**

### **Health Insurance Scheme**

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:





## **1. Basic Cover**

- i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.
- ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

## **2. Higher Hospitalisation**

Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

- i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.
- ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

## **Maternity Leave**

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother, may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

## **Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)**

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

## **Loans**

You will be eligible for loans, as per TCSL's loan policy.

## **Professional Memberships**

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.



## **RETIRALS**

### **Provident Fund**

You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

### **Gratuity**

You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

## **TERMS AND CONDITIONS**

### **1. Aggregate Percentage Requirements**

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

### **2. Pre requisites for Joining**

To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.





### **3. Training Period**

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

### **4. Working Hours**

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

### **5. Mobility**

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

### **6. Compensation Structure / Salary components**

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

### **7. Increments and Promotions**

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

### **8. Alternative Occupation / Employment**

Either during the period of your traineeship or during the period of your employment as a



confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

## **9. Confidentiality Agreement**

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

## **10. Service Agreement**

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

## **11. Work in SBWS mode**

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.

## **12. Overseas International Assignment Agreement**

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related



documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

### **13. Terms and Conditions**

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

### **14. TATA Code of Conduct**

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

### **15. Notice Period**

Upon your confirmation, this contract of employment is terminable by you by giving 90 days notice in writing to TCSL. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion.

Upon your confirmation, this contract of employment may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

It is understood, agreed and made abundantly clear herein that you shall have to necessarily work during the notice period given by TCSL under this clause, unless you are otherwise relieved by TCSL by giving you payment in lieu of notice.

Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by it at its own discretion having regard to the responsibilities shouldered by you while being in the employment of TCS.

### **16. Retirement**

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

### **17. Pre-employment Medical Certificate**

You are required to submit a Medical Certificate of Fitness (in the format prescribed by



TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

## 18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

## 19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining. If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

## 20. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)





- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :

\*There is no criminal offence registered/pending against you

\*There is no disciplinary case pending against you in the university

- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

\*PAN Card (Permanent Account Number)

\*Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)

\*Passport

\*NSR E-Card

## **21. TCS Xperience Program**

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

## **22. Letter of Appointment**

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

## **23. Rules and Regulations of the Company**

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from



time to time. The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

## **24. Compliance to all clauses**

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

## **25. Data Privacy Clause:**

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of overseas deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

**Withdrawal of Offer**

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

**For TATA Consultancy Services Limited**

**Girish V. Nandimath**  
**Global Head Talent Acquisition & AIP**



[Click here](#) or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary  
Annexure 2: List of TCS Xplore Centres  
Annexure 3: Confidentiality and IP Terms



## GROSS SALARY SHEET

Annexure 1

|                       |                                          |
|-----------------------|------------------------------------------|
| <b>Name</b>           | <b>M VINDHYA</b>                         |
| <b>Designation</b>    | <b>Assistant System Engineer-Trainee</b> |
| <b>Institute Name</b> | <b>Others</b>                            |

Table 1: Compensation Details (All Components in INR)

| <b>Component Category</b>             | <b>Monthly</b> | <b>Annual</b>      |
|---------------------------------------|----------------|--------------------|
| <b>1) Fixed Compensation</b>          |                |                    |
| Basic Salary                          | 14,784         | 1,77,408           |
| Bouquet Of Benefits #                 | 7,646          | 91,752             |
| <b>2) Performance Pay**</b>           |                |                    |
| Monthly Performance Pay               | 1,700          | 20,400             |
| Quarterly Variable Allowance*         | 600            | 7,200              |
| <b>3) City Allowance</b>              | 200            | 2,400              |
| <b>4) Annual Components/Retirals</b>  |                |                    |
| Health Insurance***                   | NA             | 7,900              |
| Provident Fund                        | 1,774          | 21,289             |
| Gratuity                              | 711            | 8,533              |
| Total of Annual Components & Retirals | 2,485          | 37,722             |
| <b>TOTAL GROSS</b>                    | <b>27,415</b>  | <b>190926</b>      |
| <b>Xplore/ Learning Incentive****</b> |                | <b>Upto 60,000</b> |

# Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

\* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

\*\*The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

\*\*\* For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

\*\*\*\* Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

| <b>Component Category</b>        | <b>Monthly</b> | <b>Annual</b> |
|----------------------------------|----------------|---------------|
| House Rent Allowance             | 5,914          | 70,968        |
| Leave Travel Assistance          | 1,232          | 14,784        |
| Food Card                        | 500            | 6,000         |
| <b>GROSS BOUQUET OF BENEFITS</b> | <b>7,646</b>   | <b>91,752</b> |





## Annexure 2

|                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                       |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Ahmedabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Garima Park, IT/ITES SEZ, Plot # 41,<br>Gandhinagar - 382007                                                                                                                                                                               | <b>Bangalore</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Gate 1, No 42, Think campus, Electronic City phase II,<br>Bangalore - 560100, Karnataka                                                                                           |
| <b>BUBANESHWAR</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Training Lab Venue: Barabati, IRC Block, Ground Floor,<br>Tata Consultancy Services Limited, (UNIT-II) - BARBATI<br>SEZ, IT/ITES SPECIAL ECONOMIC ZONE (SEZ), PLOT NO.<br>35, CHANDAKA INDUSTRIAL ESTATE, PATIA,<br>Bhubaneswar - 751024 | <b>Chennai</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>415/21-24, Kumaran Nagar, Old Mahabalipuram Rd,<br>TNHB, Sholinganallur, Chennai, Tamil Nadu 600119                                                                                 |
| <b>DELHI – Gurgaon</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Block C, Kings Canyon, ASF Insignia, Gurgaon -<br>Faridabad Road, Gawal Pahari, Gurgaon - 122003,<br>Haryana                                                                                                                         | <b>DELHI – Noida</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. A-44 & A-45, Ground, 1st to 5th Floor & 10th<br>floor, Galaxy Business Park, Block - C & D, Sector - 62,<br>Noida - 201 309, UP                                      |
| <b>Guwahati</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>5th Floor, NEDFi House, G.S. Road, Dispur, Guwahati -<br>781006, Assam                                                                                                                                                                      | <b>Hyderabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Q City, Nanakramguda, Hyderabad                                                                                                                                                   |
| <b>INDORE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor,<br>Village Tigariya Badshah & Bada Bangarde, Tehsil<br>Hatod, Indore - 452018,<br>Madhya Pradesh                                                                                         | <b>KOLKATA</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Ecospace 1B building, 2nd Floor, Plot - IIF/12, New<br>Town, Rajarhat, Kolkata - 700160, West Bengal OR<br>Auditorium, 2nd Floor, Wanderers Building, Delta Park -<br>Lords |
| <b>KOCHI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>TCS centre, Infopark Road Infopark Campus, Infopark,<br>Kakkanad, Kerala 682042                                                                                                                                                                | <b>MUMBAI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Yantra Park, Pokharan Road Number 2, TCS Approach<br>Rd, Thane, West, Thane, Maharashtra 400606                                                                                      |
| <b>NAGPUR</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,                                                                                                                                                                                       | <b>PUNE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park,<br>Hinjewadi Phase III, Pune - 411057, Maharashtra                                                                               |
| <b>Trivandrum</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Peepul Park, Technopark Campus, Kariyavattom P.O,<br>Trivandrum - 695581, India                                                                                                                                                           |                                                                                                                                                                                                                                                       |



## Annexure 3

### Confidentiality and IP Terms and Conditions

#### 1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.



## **2. Associate's Obligations**

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

## **3. Intellectual Property Rights**

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filing or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.



#### **4. Prior knowledge**

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

#### **5. Use of third party material**

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

#### **6. Security policies and Guidelines.**

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

#### **7. Working in SBWS Framework:**

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.





(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

## **8. Restriction on Associate's Rights**

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

## **9. No License**

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.



## 10. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

## 11. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay or omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.



(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.



## **Offer: Computer Consultancy**

Dear MANI PRATAP SINGH,

### **Sub: Letter of Offer**

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade **Y**. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be ₹**190926/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year. Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &

**TCS Confidential**

**TCSL/DT20218279501**

**1**

**TATA CONSULTANCY SERVICES**

VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore 560 066 India

Tel: 91 80 6724 7000 Fax: 91 80 2841 0114 Website: [www.tcs.com](http://www.tcs.com)

Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021

TCS Careers Serviceline: 1800 209 3111 Email: [careers@tcs.com](mailto:careers@tcs.com)





Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

## **COMPENSATION AND BENEFITS**

### **BASIC SALARY**

You will be eligible for a basic salary of ₹14,784/- per month.

### **BOUQUET OF BENEFITS (BoB)**

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

#### **1. House Rent Allowance (HRA)**

Your HRA will be ₹5,914/- per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

#### **2. Leave Travel Allowance**

You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

#### **3. Food Card**

You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias. As per the Pre-Defined structure you will be eligible for a Food Card with an amount of ₹500/- being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.



## **PERFORMANCE PAY**

### **Monthly Performance Pay**

You will receive a monthly performance pay of ₹1,700/-. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

### **Quarterly Variable Allowance**

Your variable allowance will be ₹600/- per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

## **CITY ALLOWANCE**

You will be eligible for a City Allowance of ₹200/- per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

## **XPLORE/ LEARNING INCENTIVES**

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

## **OTHER BENEFITS**

### **Health Insurance Scheme**

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:



## **1. Basic Cover**

- i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.
- ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

## **2. Higher Hospitalisation**

Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

- i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.
- ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

## **Maternity Leave**

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

## **Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)**

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

## **Loans**

You will be eligible for loans, as per TCSL's loan policy.

## **Professional Memberships**

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.



## **RETIRALS**

### **Provident Fund**

You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

### **Gratuity**

You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

## **TERMS AND CONDITIONS**

### **1. Aggregate Percentage Requirements**

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

### **2. Pre requisites for Joining**

To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.



### **3. Training Period**

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

### **4. Working Hours**

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

### **5. Mobility**

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

### **6. Compensation Structure / Salary components**

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

### **7. Increments and Promotions**

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

### **8. Alternative Occupation / Employment**

Either during the period of your traineeship or during the period of your employment as a





confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

## **9. Confidentiality Agreement**

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

## **10. Service Agreement**

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

## **11. Work in SBWS mode**

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.

## **12. Overseas International Assignment Agreement**

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related



documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

### **13. Terms and Conditions**

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

### **14. TATA Code of Conduct**

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

### **15. Notice Period**

Upon your confirmation, this contract of employment is terminable by you by giving 90 days notice in writing to TCSL. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion.

Upon your confirmation, this contract of employment may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

It is understood, agreed and made abundantly clear herein that you shall have to necessarily work during the notice period given by TCSL under this clause, unless you are otherwise relieved by TCSL by giving you payment in lieu of notice.

Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by it at its own discretion having regard to the responsibilities shouldered by you while being in the employment of TCS.

### **16. Retirement**

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

### **17. Pre-employment Medical Certificate**

You are required to submit a Medical Certificate of Fitness (in the format prescribed by



TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

## 18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

## 19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining. If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

## 20. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)





- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :

\*There is no criminal offence registered/pending against you

\*There is no disciplinary case pending against you in the university

- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

\*PAN Card (Permanent Account Number)

\*Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)

\*Passport

\*NSR E-Card

## **21. TCS Xperience Program**

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

## **22. Letter of Appointment**

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

## **23. Rules and Regulations of the Company**

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from



time to time. The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

## **24. Compliance to all clauses**

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

## **25. Data Privacy Clause:**

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of overseas deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

**Withdrawal of Offer**

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

**For TATA Consultancy Services Limited**

**Girish V. Nandimath**  
**Global Head Talent Acquisition & AIP**



[Click here](#) or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary  
Annexure 2: List of TCS Xplore Centres  
Annexure 3: Confidentiality and IP Terms



## GROSS SALARY SHEET

Annexure 1

|                       |                                          |
|-----------------------|------------------------------------------|
| <b>Name</b>           | <b>MANI PRATAP SINGH</b>                 |
| <b>Designation</b>    | <b>Assistant System Engineer-Trainee</b> |
| <b>Institute Name</b> | <b>Others</b>                            |

Table 1: Compensation Details (All Components in INR)

| <b>Component Category</b>             | <b>Monthly</b> | <b>Annual</b> |
|---------------------------------------|----------------|---------------|
| <b>1) Fixed Compensation</b>          |                |               |
| Basic Salary                          | 14,784         | 1,77,408      |
| Bouquet Of Benefits #                 | 7,646          | 91,752        |
| <b>2) Performance Pay**</b>           |                |               |
| Monthly Performance Pay               | 1,700          | 20,400        |
| Quarterly Variable Allowance*         | 600            | 7,200         |
| <b>3) City Allowance</b>              | 200            | 2,400         |
| <b>4) Annual Components/Retirals</b>  |                |               |
| Health Insurance***                   | NA             | 7,900         |
| Provident Fund                        | 1,774          | 21,289        |
| Gratuity                              | 711            | 8,533         |
| Total of Annual Components & Retirals | 2,485          | 37,722        |
| <b>TOTAL GROSS</b>                    | 27,415         | 190926        |
| <b>Xplore/ Learning Incentive****</b> |                | Upto 60,000   |

# Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

\* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

\*\*The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

\*\*\* For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

\*\*\*\* Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

| <b>Component Category</b>        | <b>Monthly</b> | <b>Annual</b> |
|----------------------------------|----------------|---------------|
| House Rent Allowance             | 5,914          | 70,968        |
| Leave Travel Assistance          | 1,232          | 14,784        |
| Food Card                        | 500            | 6,000         |
| <b>GROSS BOUQUET OF BENEFITS</b> | 7,646          | 91,752        |





## Annexure 2

|                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                       |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Ahmedabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Garima Park, IT/ITES SEZ, Plot # 41,<br>Gandhinagar - 382007                                                                                                                                                                                 | <b>Bangalore</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Gate 1, No 42, Think campus, Electronic City phase II,<br>Bangalore - 560100, Karnataka                                                                                           |
| <b>BUBANESHWAR</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Training Lab Venue: Barabati, IRC Block, Ground Floor,<br>Tata Consultancy Services Limited, (UNIT-II) - BARBATI<br>SEZ, IT/ITES - SPECIAL ECONOMIC ZONE (SEZ), PLOT NO.<br>35, CHANDAKA INDUSTRIAL ESTATE, PATIA,<br>Bhubaneswar - 751024 | <b>Chennai</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>415/21-24, Kumaran Nagar, Old Mahabalipuram Rd,<br>TNHB, Sholinganallur, Chennai, Tamil Nadu 600119                                                                                 |
| <b>DELHI – Gurgaon</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Block C, Kings Canyon, ASF Insignia, Gurgaon -<br>Faridabad Road, Gawal Pahari, Gurgaon - 122003,<br>Haryana                                                                                                                           | <b>DELHI – Noida</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. A-44 & A-45, Ground, 1st to 5th Floor & 10th<br>floor, Galaxy Business Park, Block - C & D, Sector - 62,<br>Noida - 201 309, UP                                      |
| <b>Guwahati</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>5th Floor, NEDFi House, G.S. Road, Dispur, Guwahati -<br>781006, Assam                                                                                                                                                                        | <b>Hyderabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Q City, Nanakramguda, Hyderabad                                                                                                                                                   |
| <b>INDORE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor,<br>Village Tigariya Badshah & Bada Bangarde, Tehsil<br>Hatod, Indore - 452018,<br>Madhya Pradesh                                                                                           | <b>KOLKATA</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Ecospace 1B building, 2nd Floor, Plot - IIF/12, New<br>Town, Rajarhat, Kolkata - 700160, West Bengal OR<br>Auditorium, 2nd Floor, Wanderers Building, Delta Park -<br>Lords |
| <b>KOCHI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>TCS centre, Infopark Road Infopark Campus, Infopark,<br>Kakkanad, Kerala 682042                                                                                                                                                                  | <b>MUMBAI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Yantra Park, Pokharan Road Number 2, TCS Approach<br>Rd, Thane, West, Thane, Maharashtra 400606                                                                                      |
| <b>NAGPUR</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,                                                                                                                                                                                         | <b>PUNE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park,<br>Hinjewadi Phase III, Pune - 411057, Maharashtra                                                                               |
| <b>Trivandrum</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Peepul Park, Technopark Campus, Kariyavattom P.O,<br>Trivandrum - 695581, India                                                                                                                                                             |                                                                                                                                                                                                                                                       |



## Annexure 3

### Confidentiality and IP Terms and Conditions

#### 1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.



## **2. Associate's Obligations**

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

## **3. Intellectual Property Rights**

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filing or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.



#### **4. Prior knowledge**

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

#### **5. Use of third party material**

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

#### **6. Security policies and Guidelines.**

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

#### **7. Working in SBWS Framework:**

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.





(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

## **8. Restriction on Associate's Rights**

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

## **9. No License**

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.



## 10. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

## 11. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay or omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.



(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.



## **Offer: Computer Consultancy**

Dear MARIA SHARON ANISHA,

### **Sub: Letter of Offer**

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade **Y**. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be ₹**190926/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year. Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &

**TCS Confidential**

**TCSL/DT20218279501**

**1**

**TATA CONSULTANCY SERVICES**

VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore 560 066 India

Tel: 91 80 6724 7000 Fax: 91 80 2841 0114 Website: [www.tcs.com](http://www.tcs.com)

Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021

TCS Careers Serviceline: 1800 209 3111 Email: [careers@tcs.com](mailto:careers@tcs.com)



Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

## **COMPENSATION AND BENEFITS**

### **BASIC SALARY**

You will be eligible for a basic salary of ₹14,784/- per month.

### **BOUQUET OF BENEFITS (BoB)**

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

#### **1. House Rent Allowance (HRA)**

Your HRA will be ₹5,914/- per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

#### **2. Leave Travel Allowance**

You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

#### **3. Food Card**

You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias. As per the Pre-Defined structure you will be eligible for a Food Card with an amount of ₹500/- being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.



## **PERFORMANCE PAY**

### **Monthly Performance Pay**

You will receive a monthly performance pay of ₹1,700/-. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

### **Quarterly Variable Allowance**

Your variable allowance will be ₹600/- per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

## **CITY ALLOWANCE**

You will be eligible for a City Allowance of ₹200/- per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

## **XPLORE/ LEARNING INCENTIVES**

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

## **OTHER BENEFITS**

### **Health Insurance Scheme**

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:





## **1. Basic Cover**

- i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.
- ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

## **2. Higher Hospitalisation**

Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

- i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.
- ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

## **Maternity Leave**

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother, may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

## **Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)**

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

## **Loans**

You will be eligible for loans, as per TCSL's loan policy.

## **Professional Memberships**

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.



## **RETIRALS**

### **Provident Fund**

You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

### **Gratuity**

You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

## **TERMS AND CONDITIONS**

### **1. Aggregate Percentage Requirements**

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

### **2. Pre requisites for Joining**

To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.





### **3. Training Period**

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

### **4. Working Hours**

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

### **5. Mobility**

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

### **6. Compensation Structure / Salary components**

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

### **7. Increments and Promotions**

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

### **8. Alternative Occupation / Employment**

Either during the period of your traineeship or during the period of your employment as a



confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

## **9. Confidentiality Agreement**

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

## **10. Service Agreement**

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

## **11. Work in SBWS mode**

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.

## **12. Overseas International Assignment Agreement**

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related



documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

### **13. Terms and Conditions**

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

### **14. TATA Code of Conduct**

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

### **15. Notice Period**

Upon your confirmation, this contract of employment is terminable by you by giving 90 days notice in writing to TCSL. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion.

Upon your confirmation, this contract of employment may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

It is understood, agreed and made abundantly clear herein that you shall have to necessarily work during the notice period given by TCSL under this clause, unless you are otherwise relieved by TCSL by giving you payment in lieu of notice.

Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by it at its own discretion having regard to the responsibilities shouldered by you while being in the employment of TCS.

### **16. Retirement**

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

### **17. Pre-employment Medical Certificate**

You are required to submit a Medical Certificate of Fitness (in the format prescribed by



TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

## 18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

## 19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining. If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

## 20. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)





- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :

\*There is no criminal offence registered/pending against you

\*There is no disciplinary case pending against you in the university

- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

\*PAN Card (Permanent Account Number)

\*Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)

\*Passport

\*NSR E-Card

## **21. TCS Xperience Program**

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

## **22. Letter of Appointment**

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

## **23. Rules and Regulations of the Company**

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from



time to time. The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

## **24. Compliance to all clauses**

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

## **25. Data Privacy Clause:**

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of overseas deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

**Withdrawal of Offer**

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

**For TATA Consultancy Services Limited**

**Girish V. Nandimath**  
**Global Head Talent Acquisition & AIP**



[Click here](#) or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary  
Annexure 2: List of TCS Xplore Centres  
Annexure 3: Confidentiality and IP Terms



## GROSS SALARY SHEET

Annexure 1

|                       |                                          |
|-----------------------|------------------------------------------|
| <b>Name</b>           | <b>MARIA SHARON ANISHA</b>               |
| <b>Designation</b>    | <b>Assistant System Engineer-Trainee</b> |
| <b>Institute Name</b> | <b>Others</b>                            |

Table 1: Compensation Details (All Components in INR)

| <b>Component Category</b>             | <b>Monthly</b> | <b>Annual</b> |
|---------------------------------------|----------------|---------------|
| <b>1) Fixed Compensation</b>          |                |               |
| Basic Salary                          | 14,784         | 1,77,408      |
| Bouquet Of Benefits #                 | 7,646          | 91,752        |
| <b>2) Performance Pay**</b>           |                |               |
| Monthly Performance Pay               | 1,700          | 20,400        |
| Quarterly Variable Allowance*         | 600            | 7,200         |
| <b>3) City Allowance</b>              | 200            | 2,400         |
| <b>4) Annual Components/Retirals</b>  |                |               |
| Health Insurance***                   | NA             | 7,900         |
| Provident Fund                        | 1,774          | 21,289        |
| Gratuity                              | 711            | 8,533         |
| Total of Annual Components & Retirals | 2,485          | 37,722        |
| <b>TOTAL GROSS</b>                    | 27,415         | 190926        |
| <b>Xplore/ Learning Incentive****</b> |                | Upto 60,000   |

# Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

\* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

\*\*The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

\*\*\* For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

\*\*\*\* Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

| <b>Component Category</b>        | <b>Monthly</b> | <b>Annual</b> |
|----------------------------------|----------------|---------------|
| House Rent Allowance             | 5,914          | 70,968        |
| Leave Travel Assistance          | 1,232          | 14,784        |
| Food Card                        | 500            | 6,000         |
| <b>GROSS BOUQUET OF BENEFITS</b> | 7,646          | 91,752        |





## Annexure 2

|                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                       |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Ahmedabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Garima Park, IT/ITES SEZ, Plot # 41,<br>Gandhinagar - 382007                                                                                                                                                                                 | <b>Bangalore</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Gate 1, No 42, Think campus, Electronic City phase II,<br>Bangalore - 560100, Karnataka                                                                                           |
| <b>BUBANESHWAR</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Training Lab Venue: Barabati, IRC Block, Ground Floor,<br>Tata Consultancy Services Limited, (UNIT-II) - BARBATI<br>SEZ, IT/ITES - SPECIAL ECONOMIC ZONE (SEZ), PLOT NO.<br>35, CHANDAKA INDUSTRIAL ESTATE, PATIA,<br>Bhubaneswar - 751024 | <b>Chennai</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>415/21-24, Kumaran Nagar, Old Mahabalipuram Rd,<br>TNHB, Sholinganallur, Chennai, Tamil Nadu 600119                                                                                 |
| <b>DELHI – Gurgaon</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Block C, Kings Canyon, ASF Insignia, Gurgaon -<br>Faridabad Road, Gawal Pahari, Gurgaon - 122003,<br>Haryana                                                                                                                           | <b>DELHI – Noida</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. A-44 & A-45, Ground, 1st to 5th Floor & 10th<br>floor, Galaxy Business Park, Block - C & D, Sector - 62,<br>Noida - 201 309, UP                                      |
| <b>Guwahati</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>5th Floor, NEDFi House, G.S. Road, Dispur, Guwahati -<br>781006, Assam                                                                                                                                                                        | <b>Hyderabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Q City, Nanakramguda, Hyderabad                                                                                                                                                   |
| <b>INDORE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor,<br>Village Tigariya Badshah & Bada Bangarde, Tehsil<br>Hatod, Indore - 452018,<br>Madhya Pradesh                                                                                           | <b>KOLKATA</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Ecospace 1B building, 2nd Floor, Plot - IIF/12, New<br>Town, Rajarhat, Kolkata - 700160, West Bengal OR<br>Auditorium, 2nd Floor, Wanderers Building, Delta Park -<br>Lords |
| <b>KOCHI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>TCS centre, Infopark Road Infopark Campus, Infopark,<br>Kakkanad, Kerala 682042                                                                                                                                                                  | <b>MUMBAI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Yantra Park, Pokharan Road Number 2, TCS Approach<br>Rd, Thane, West, Thane, Maharashtra 400606                                                                                      |
| <b>NAGPUR</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,                                                                                                                                                                                         | <b>PUNE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park,<br>Hinjewadi Phase III, Pune - 411057, Maharashtra                                                                               |
| <b>Trivandrum</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Peepul Park, Technopark Campus, Kariyavattom P.O,<br>Trivandrum - 695581, India                                                                                                                                                             |                                                                                                                                                                                                                                                       |



## Annexure 3

### Confidentiality and IP Terms and Conditions

#### 1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.



## **2. Associate's Obligations**

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

## **3. Intellectual Property Rights**

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filing or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.



#### **4. Prior knowledge**

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

#### **5. Use of third party material**

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

#### **6. Security policies and Guidelines.**

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

#### **7. Working in SBWS Framework:**

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.





(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

## **8. Restriction on Associate's Rights**

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

## **9. No License**

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.



## 10. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

## 11. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay or omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.



(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.



## Offer: Computer Consultancy

Dear MOHAMED FOUZAAN FAROOK,

### Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade **Y**. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be ₹**190926/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year. Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &





Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

## **COMPENSATION AND BENEFITS**

### **BASIC SALARY**

You will be eligible for a basic salary of ₹14,784/- per month.

### **BOUQUET OF BENEFITS (BoB)**

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

#### **1. House Rent Allowance (HRA)**

Your HRA will be ₹5,914/- per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

#### **2. Leave Travel Allowance**

You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

#### **3. Food Card**

You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias. As per the Pre-Defined structure you will be eligible for a Food Card with an amount of ₹500/- being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.



## **PERFORMANCE PAY**

### **Monthly Performance Pay**

You will receive a monthly performance pay of ₹1,700/-. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

### **Quarterly Variable Allowance**

Your variable allowance will be ₹600/- per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

## **CITY ALLOWANCE**

You will be eligible for a City Allowance of ₹200/- per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

## **XPLORE/ LEARNING INCENTIVES**

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

## **OTHER BENEFITS**

### **Health Insurance Scheme**

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:



## **1. Basic Cover**

- i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.
- ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

## **2. Higher Hospitalisation**

Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

- i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.
- ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

## **Maternity Leave**

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

## **Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)**

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

## **Loans**

You will be eligible for loans, as per TCSL's loan policy.

## **Professional Memberships**

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.



## **RETIRALS**

### **Provident Fund**

You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

### **Gratuity**

You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

## **TERMS AND CONDITIONS**

### **1. Aggregate Percentage Requirements**

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

### **2. Pre requisites for Joining**

To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.



### **3. Training Period**

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

### **4. Working Hours**

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

### **5. Mobility**

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

### **6. Compensation Structure / Salary components**

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

### **7. Increments and Promotions**

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

### **8. Alternative Occupation / Employment**

Either during the period of your traineeship or during the period of your employment as a





confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

## **9. Confidentiality Agreement**

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

## **10. Service Agreement**

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

## **11. Work in SBWS mode**

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.

## **12. Overseas International Assignment Agreement**

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related



documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

### **13. Terms and Conditions**

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

### **14. TATA Code of Conduct**

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

### **15. Notice Period**

Upon your confirmation, this contract of employment is terminable by you by giving 90 days notice in writing to TCSL. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion.

Upon your confirmation, this contract of employment may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

It is understood, agreed and made abundantly clear herein that you shall have to necessarily work during the notice period given by TCSL under this clause, unless you are otherwise relieved by TCSL by giving you payment in lieu of notice.

Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by it at its own discretion having regard to the responsibilities shouldered by you while being in the employment of TCS.

### **16. Retirement**

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

### **17. Pre-employment Medical Certificate**

You are required to submit a Medical Certificate of Fitness (in the format prescribed by



TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

## 18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

## 19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining. If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

## 20. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)





- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :

\*There is no criminal offence registered/pending against you

\*There is no disciplinary case pending against you in the university

- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

\*PAN Card (Permanent Account Number)

\*Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)

\*Passport

\*NSR E-Card

## **21. TCS Xperience Program**

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

## **22. Letter of Appointment**

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

## **23. Rules and Regulations of the Company**

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from



time to time. The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

## **24. Compliance to all clauses**

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

## **25. Data Privacy Clause:**

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of overseas deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

**Withdrawal of Offer**

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

**For TATA Consultancy Services Limited**

**Girish V. Nandimath**  
**Global Head Talent Acquisition & AIP**



[Click here](#) or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary  
Annexure 2: List of TCS Xplore Centres  
Annexure 3: Confidentiality and IP Terms



## GROSS SALARY SHEET

Annexure 1

|                       |                                          |
|-----------------------|------------------------------------------|
| <b>Name</b>           | <b>MOHAMED FOUZAAN FAROOK</b>            |
| <b>Designation</b>    | <b>Assistant System Engineer-Trainee</b> |
| <b>Institute Name</b> | <b>Others</b>                            |

Table 1: Compensation Details (All Components in INR)

| <b>Component Category</b>             | <b>Monthly</b> | <b>Annual</b> |
|---------------------------------------|----------------|---------------|
| <b>1) Fixed Compensation</b>          |                |               |
| Basic Salary                          | 14,784         | 1,77,408      |
| Bouquet Of Benefits #                 | 7,646          | 91,752        |
| <b>2) Performance Pay**</b>           |                |               |
| Monthly Performance Pay               | 1,700          | 20,400        |
| Quarterly Variable Allowance*         | 600            | 7,200         |
| <b>3) City Allowance</b>              | 200            | 2,400         |
| <b>4) Annual Components/Retirals</b>  |                |               |
| Health Insurance***                   | NA             | 7,900         |
| Provident Fund                        | 1,774          | 21,289        |
| Gratuity                              | 711            | 8,533         |
| Total of Annual Components & Retirals | 2,485          | 37,722        |
| <b>TOTAL GROSS</b>                    | 27,415         | 190926        |
| <b>Xplore/ Learning Incentive****</b> |                | Upto 60,000   |

# Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

\* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

\*\*The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

\*\*\* For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

\*\*\*\* Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

| <b>Component Category</b>        | <b>Monthly</b> | <b>Annual</b> |
|----------------------------------|----------------|---------------|
| House Rent Allowance             | 5,914          | 70,968        |
| Leave Travel Assistance          | 1,232          | 14,784        |
| Food Card                        | 500            | 6,000         |
| <b>GROSS BOUQUET OF BENEFITS</b> | 7,646          | 91,752        |





## Annexure 2

|                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                       |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Ahmedabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Garima Park, IT/ITES SEZ, Plot # 41,<br>Gandhinagar - 382007                                                                                                                                                                                 | <b>Bangalore</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Gate 1, No 42, Think campus, Electronic City phase II,<br>Bangalore - 560100, Karnataka                                                                                           |
| <b>BUBANESHWAR</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Training Lab Venue: Barabati, IRC Block, Ground Floor,<br>Tata Consultancy Services Limited, (UNIT-II) - BARBATI<br>SEZ, IT/ITES - SPECIAL ECONOMIC ZONE (SEZ), PLOT NO.<br>35, CHANDAKA INDUSTRIAL ESTATE, PATIA,<br>Bhubaneswar - 751024 | <b>Chennai</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>415/21-24, Kumaran Nagar, Old Mahabalipuram Rd,<br>TNHB, Sholinganallur, Chennai, Tamil Nadu 600119                                                                                 |
| <b>DELHI – Gurgaon</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Block C, Kings Canyon, ASF Insignia, Gurgaon -<br>Faridabad Road, Gawal Pahari, Gurgaon - 122003,<br>Haryana                                                                                                                           | <b>DELHI – Noida</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. A-44 & A-45, Ground, 1st to 5th Floor & 10th<br>floor, Galaxy Business Park, Block - C & D, Sector - 62,<br>Noida - 201 309, UP                                      |
| <b>Guwahati</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>5th Floor, NEDFi House, G.S. Road, Dispur, Guwahati -<br>781006, Assam                                                                                                                                                                        | <b>Hyderabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Q City, Nanakramguda, Hyderabad                                                                                                                                                   |
| <b>INDORE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor,<br>Village Tigariya Badshah & Bada Bangarde, Tehsil<br>Hatod, Indore - 452018,<br>Madhya Pradesh                                                                                           | <b>KOLKATA</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Ecospace 1B building, 2nd Floor, Plot - IIF/12, New<br>Town, Rajarhat, Kolkata - 700160, West Bengal OR<br>Auditorium, 2nd Floor, Wanderers Building, Delta Park -<br>Lords |
| <b>KOCHI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>TCS centre, Infopark Road Infopark Campus, Infopark,<br>Kakkanad, Kerala 682042                                                                                                                                                                  | <b>MUMBAI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Yantra Park, Pokharan Road Number 2, TCS Approach<br>Rd, Thane, West, Thane, Maharashtra 400606                                                                                      |
| <b>NAGPUR</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,                                                                                                                                                                                         | <b>PUNE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park,<br>Hinjewadi Phase III, Pune - 411057, Maharashtra                                                                               |
| <b>Trivandrum</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Peepul Park, Technopark Campus, Kariyavattom P.O,<br>Trivandrum - 695581, India                                                                                                                                                             |                                                                                                                                                                                                                                                       |



## Annexure 3

### Confidentiality and IP Terms and Conditions

#### 1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.



## **2. Associate's Obligations**

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

## **3. Intellectual Property Rights**

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filing or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.



#### **4. Prior knowledge**

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

#### **5. Use of third party material**

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

#### **6. Security policies and Guidelines.**

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

#### **7. Working in SBWS Framework:**

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.





(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

## **8. Restriction on Associate's Rights**

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

## **9. No License**

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.



## 10. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

## 11. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay or omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.



(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.



## Offer: Computer Consultancy

Dear MOHAMMAD MUKHEET AHMED,

### Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade **Y**. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be ₹**190926/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year. Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &

TCS Confidential

TCSL/DT20218279501

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**TATA CONSULTANCY SERVICES**

VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore 560 066 India

Tel: 91 80 6724 7000 Fax: 91 80 2841 0114 Website: [www.tcs.com](http://www.tcs.com)

Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021

TCS Careers Serviceline: 1800 209 3111 Email: [careers@tcs.com](mailto:careers@tcs.com)



Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

## **COMPENSATION AND BENEFITS**

### **BASIC SALARY**

You will be eligible for a basic salary of ₹14,784/- per month.

### **BOUQUET OF BENEFITS (BoB)**

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

#### **1. House Rent Allowance (HRA)**

Your HRA will be ₹5,914/- per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

#### **2. Leave Travel Allowance**

You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

#### **3. Food Card**

You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias. As per the Pre-Defined structure you will be eligible for a Food Card with an amount of ₹500/- being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.



## **PERFORMANCE PAY**

### **Monthly Performance Pay**

You will receive a monthly performance pay of ₹1,700/-. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

### **Quarterly Variable Allowance**

Your variable allowance will be ₹600/- per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

## **CITY ALLOWANCE**

You will be eligible for a City Allowance of ₹200/- per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

## **XPLORE/ LEARNING INCENTIVES**

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

## **OTHER BENEFITS**

### **Health Insurance Scheme**

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:





## **1. Basic Cover**

- i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.
- ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

## **2. Higher Hospitalisation**

Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

- i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.
- ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

## **Maternity Leave**

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

## **Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)**

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

## **Loans**

You will be eligible for loans, as per TCSL's loan policy.

## **Professional Memberships**

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.



## **RETIRALS**

### **Provident Fund**

You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

### **Gratuity**

You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

## **TERMS AND CONDITIONS**

### **1. Aggregate Percentage Requirements**

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

### **2. Pre requisites for Joining**

To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.





### **3. Training Period**

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

### **4. Working Hours**

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

### **5. Mobility**

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

### **6. Compensation Structure / Salary components**

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

### **7. Increments and Promotions**

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

### **8. Alternative Occupation / Employment**

Either during the period of your traineeship or during the period of your employment as a



confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

## **9. Confidentiality Agreement**

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

## **10. Service Agreement**

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

## **11. Work in SBWS mode**

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.

## **12. Overseas International Assignment Agreement**

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related



documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

### **13. Terms and Conditions**

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

### **14. TATA Code of Conduct**

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

### **15. Notice Period**

Upon your confirmation, this contract of employment is terminable by you by giving 90 days notice in writing to TCSL. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion.

Upon your confirmation, this contract of employment may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

It is understood, agreed and made abundantly clear herein that you shall have to necessarily work during the notice period given by TCSL under this clause, unless you are otherwise relieved by TCSL by giving you payment in lieu of notice.

Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by it at its own discretion having regard to the responsibilities shouldered by you while being in the employment of TCS.

### **16. Retirement**

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

### **17. Pre-employment Medical Certificate**

You are required to submit a Medical Certificate of Fitness (in the format prescribed by



TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

## 18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

## 19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining. If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

## 20. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)





- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :

\*There is no criminal offence registered/pending against you

\*There is no disciplinary case pending against you in the university

- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

\*PAN Card (Permanent Account Number)

\*Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)

\*Passport

\*NSR E-Card

## **21. TCS Xperience Program**

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

## **22. Letter of Appointment**

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

## **23. Rules and Regulations of the Company**

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from



time to time. The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

## **24. Compliance to all clauses**

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

## **25. Data Privacy Clause:**

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of overseas deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

**Withdrawal of Offer**

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

**For TATA Consultancy Services Limited**

**Girish V. Nandimath**  
**Global Head Talent Acquisition & AIP**



[Click here](#) or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary  
Annexure 2: List of TCS Xplore Centres  
Annexure 3: Confidentiality and IP Terms



## GROSS SALARY SHEET

Annexure 1

|                       |                                          |
|-----------------------|------------------------------------------|
| <b>Name</b>           | <b>MOHAMMAD MUKHEET AHMED</b>            |
| <b>Designation</b>    | <b>Assistant System Engineer-Trainee</b> |
| <b>Institute Name</b> | <b>Others</b>                            |

Table 1: Compensation Details (All Components in INR)

| <b>Component Category</b>             | <b>Monthly</b> | <b>Annual</b> |
|---------------------------------------|----------------|---------------|
| <b>1) Fixed Compensation</b>          |                |               |
| Basic Salary                          | 14,784         | 1,77,408      |
| Bouquet Of Benefits #                 | 7,646          | 91,752        |
| <b>2) Performance Pay**</b>           |                |               |
| Monthly Performance Pay               | 1,700          | 20,400        |
| Quarterly Variable Allowance*         | 600            | 7,200         |
| <b>3) City Allowance</b>              | 200            | 2,400         |
| <b>4) Annual Components/Retirals</b>  |                |               |
| Health Insurance***                   | NA             | 7,900         |
| Provident Fund                        | 1,774          | 21,289        |
| Gratuity                              | 711            | 8,533         |
| Total of Annual Components & Retirals | 2,485          | 37,722        |
| <b>TOTAL GROSS</b>                    | 27,415         | 190926        |
| <b>Xplore/ Learning Incentive****</b> |                | Upto 60,000   |

# Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

\* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

\*\*The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

\*\*\* For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

\*\*\*\* Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

| <b>Component Category</b>        | <b>Monthly</b> | <b>Annual</b> |
|----------------------------------|----------------|---------------|
| House Rent Allowance             | 5,914          | 70,968        |
| Leave Travel Assistance          | 1,232          | 14,784        |
| Food Card                        | 500            | 6,000         |
| <b>GROSS BOUQUET OF BENEFITS</b> | 7,646          | 91,752        |





## Annexure 2

|                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                       |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Ahmedabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Garima Park, IT/ITES SEZ, Plot # 41,<br>Gandhinagar - 382007                                                                                                                                                                               | <b>Bangalore</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Gate 1, No 42, Think campus, Electronic City phase II,<br>Bangalore - 560100, Karnataka                                                                                           |
| <b>BUBANESHWAR</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Training Lab Venue: Barabati, IRC Block, Ground Floor,<br>Tata Consultancy Services Limited, (UNIT-II) - BARBATI<br>SEZ, IT/ITES SPECIAL ECONOMIC ZONE (SEZ), PLOT NO.<br>35, CHANDAKA INDUSTRIAL ESTATE, PATIA,<br>Bhubaneswar - 751024 | <b>Chennai</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>415/21-24, Kumaran Nagar, Old Mahabalipuram Rd,<br>TNHB, Sholinganallur, Chennai, Tamil Nadu 600119                                                                                 |
| <b>DELHI – Gurgaon</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Block C, Kings Canyon, ASF Insignia, Gurgaon -<br>Faridabad Road, Gawal Pahari, Gurgaon - 122003,<br>Haryana                                                                                                                         | <b>DELHI – Noida</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. A-44 & A-45, Ground, 1st to 5th Floor & 10th<br>floor, Galaxy Business Park, Block - C & D, Sector - 62,<br>Noida - 201 309, UP                                      |
| <b>Guwahati</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>5th Floor, NEDFi House, G.S. Road, Dispur, Guwahati -<br>781006, Assam                                                                                                                                                                      | <b>Hyderabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Q City, Nanakramguda, Hyderabad                                                                                                                                                   |
| <b>INDORE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor,<br>Village Tigariya Badshah & Bada Bangarde, Tehsil<br>Hatod, Indore - 452018,<br>Madhya Pradesh                                                                                         | <b>KOLKATA</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Ecospace 1B building, 2nd Floor, Plot - IIF/12, New<br>Town, Rajarhat, Kolkata - 700160, West Bengal OR<br>Auditorium, 2nd Floor, Wanderers Building, Delta Park -<br>Lords |
| <b>KOCHI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>TCS centre, Infopark Road Infopark Campus, Infopark,<br>Kakkanad, Kerala 682042                                                                                                                                                                | <b>MUMBAI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Yantra Park, Pokharan Road Number 2, TCS Approach<br>Rd, Thane, West, Thane, Maharashtra 400606                                                                                      |
| <b>NAGPUR</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,                                                                                                                                                                                       | <b>PUNE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park,<br>Hinjewadi Phase III, Pune - 411057, Maharashtra                                                                               |
| <b>Trivandrum</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Peepul Park, Technopark Campus, Kariyavattom P.O,<br>Trivandrum - 695581, India                                                                                                                                                           |                                                                                                                                                                                                                                                       |



## Annexure 3

### Confidentiality and IP Terms and Conditions

#### 1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.



## **2. Associate's Obligations**

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

## **3. Intellectual Property Rights**

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filing or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.



#### **4. Prior knowledge**

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

#### **5. Use of third party material**

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

#### **6. Security policies and Guidelines.**

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

#### **7. Working in SBWS Framework:**

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.





(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

## **8. Restriction on Associate's Rights**

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

## **9. No License**

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.



## 10. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

## 11. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay or omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.



(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.



**Offer: Computer Consultancy**

**Ref:**

**TCSL/DT202120218279529/Bangalore**

**Date: 26/11/2021**

Dear Mohammad Shabaz Ansari,

**Sub: Letter of Offer**

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade **Y**. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be **`375000/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year. Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &

**TCS Confidential**

**1**

**TATA CONSULTANCY SERVICES**

VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore 560 066 India

Tel: 91 80 6724 7000 Fax: 91 80 2841 0114 Website: [www.tcs.com](http://www.tcs.com)

Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021

TCS Careers Serviceline: 1800 209 3111 Email: [careers@tcs.com](mailto:careers@tcs.com)





Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

## **COMPENSATION AND BENEFITS**

### **BASIC SALARY**

You will be eligible for a basic salary of `14,784/- per month.

### **BOUQUET OF BENEFITS (BoB)**

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

#### **1. House Rent Allowance (HRA)**

Your HRA will be `5,914/- per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

#### **2. Leave Travel Allowance**

You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

#### **3. Food Card**

You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias. As per the Pre-Defined structure you will be eligible for a Food Card with an amount of `500/- being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.



## **PERFORMANCE PAY**

### **Monthly Performance Pay**

You will receive a monthly performance pay of `1,700/-. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

### **Quarterly Variable Allowance**

Your variable allowance will be `600/- per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

## **CITY ALLOWANCE**

You will be eligible for a City Allowance of `200/- per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

## **XPLORE/ LEARNING INCENTIVES**

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

## **OTHER BENEFITS**

### **Health Insurance Scheme**

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:



## **1. Basic Cover**

i. Entitlement - Includes domiciliary expenses up to `6,000/- per insured person per annum and basic hospitalization expenses up to `2,00,000/- per insured person per annum.

ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

## **2. Higher Hospitalisation**

Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

i. Entitlement - You and your enrolled dependants will be entitled for `12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

## **Maternity Leave**

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother, may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

## **Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)**

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of `250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

## **Loans**

You will be eligible for loans, as per TCSL's loan policy.

## **Professional Memberships**

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.



## **RETIRALS**

### **Provident Fund**

You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

### **Gratuity**

You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

## **TERMS AND CONDITIONS**

### **1. Aggregate Percentage Requirements**

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

### **2. Pre requisites for Joining**

To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.



### **3. Training Period**

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

### **4. Working Hours**

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

### **5. Mobility**

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

### **6. Compensation Structure / Salary components**

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

### **7. Increments and Promotions**

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

### **8. Alternative Occupation / Employment**

Either during the period of your traineeship or during the period of your employment as a





confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

## **9. Confidentiality Agreement**

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

## **10. Service Agreement**

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL `50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

## **11. Work in SBWS mode**

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.

## **12. Overseas International Assignment Agreement**

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related



documents pertaining to the international assignment for which you are being placed. In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

### **13. Terms and Conditions**

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

### **14. TATA Code of Conduct**

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

### **15. Notice Period**

Upon your confirmation, this contract of employment is terminable by you by giving 90 days notice in writing to TCSL. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion.

Upon your confirmation, this contract of employment may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

It is understood, agreed and made abundantly clear herein that you shall have to necessarily work during the notice period given by TCSL under this clause, unless you are otherwise relieved by TCSL by giving you payment in lieu of notice.

Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by it at its own discretion having regard to the responsibilities shouldered by you while being in the employment of TCS.

### **16. Retirement**

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

### **17. Pre-employment Medical Certificate**

You are required to submit a Medical Certificate of Fitness (in the format prescribed by



TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

### 18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

### 19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining. If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

### 20. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)





- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :

\*There is no criminal offence registered/pending against you

\*There is no disciplinary case pending against you in the university

- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

\*PAN Card (Permanent Account Number)

\*Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)

\*Passport

\*NSR E-Card

## **21. TCS Xperience Program**

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

## **22. Letter of Appointment**

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

## **23. Rules and Regulations of the Company**

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from



time to time. The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

#### **24. Compliance to all clauses**

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

#### **25. Data Privacy Clause:**

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of overseas deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

**Withdrawal of Offer**

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

**For TATA Consultancy Services Limited**

**Girish V. Nandimath**  
**Global Head Talent Acquisition & AIP**



[Click here](#) or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary  
Annexure 2: List of TCS Xplore Centres  
Annexure 3: Confidentiality and IP Terms



## GROSS SALARY SHEET

Annexure 1

|                       |                                            |
|-----------------------|--------------------------------------------|
| <b>Name</b>           | <b>Moham<br/>mad<br/>Shabaz<br/>Ansari</b> |
| <b>Designation</b>    | <b>Assistant System Engineer-Trainee</b>   |
| <b>Institute Name</b> | <b>Others</b>                              |

Table 1: Compensation Details (All Components in INR)

| <b>Component Category</b>             | <b>Monthly</b> | <b>Annual</b>      |
|---------------------------------------|----------------|--------------------|
| <b>1) Fixed Compensation</b>          |                |                    |
| Basic Salary                          | 14,784         | 1,77,408           |
| Bouquet Of Benefits #                 | 7,646          | 91,752             |
| <b>2) Performance Pay**</b>           |                |                    |
| Monthly Performance Pay               | 1,700          | 20,400             |
| Quarterly Variable Allowance*         | 600            | 7,200              |
| <b>3) City Allowance</b>              | 200            | 2,400              |
| <b>4) Annual Components/Retirals</b>  |                |                    |
| Health Insurance***                   | NA             | 7,900              |
| Provident Fund                        | 1,774          | 21,289             |
| Gratuity                              | 711            | 8,533              |
| Total of Annual Components & Retirals | 2,485          | 37,722             |
| <b>TOTAL GROSS</b>                    | <b>27,415</b>  | <b>375000</b>      |
| <b>Xplore/ Learning Incentive****</b> |                | <b>Upto 60,000</b> |

# Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

\* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

\*\*The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

\*\*\* For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

\*\*\*\* Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

| <b>Component Category</b>        | <b>Monthly</b> | <b>Annual</b> |
|----------------------------------|----------------|---------------|
| House Rent Allowance             | 5,914          | 70,968        |
| Leave Travel Assistance          | 1,232          | 14,784        |
| Food Card                        | 500            | 6,000         |
| <b>GROSS BOUQUET OF BENEFITS</b> | <b>7,646</b>   | <b>91,752</b> |





## Annexure

|                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                       |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Ahmedabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Garima Park, IT/ITES SEZ, Plot # 41,<br>Gandhinagar - 382007                                                                                                                                                                                 | <b>Bangalore</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Gate 1, No 42, Think campus, Electronic City phase II,<br>Bangalore - 560100, Karnataka                                                                                           |
| <b>BUBANESHWAR</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Training Lab Venue: Barabati, IRC Block, Ground Floor,<br>Tata Consultancy Services Limited, (UNIT-II) - BARBATI<br>SEZ, IT/ITES - SPECIAL ECONOMIC ZONE (SEZ), PLOT NO.<br>35, CHANDAKA INDUSTRIAL ESTATE, PATIA,<br>Bhubaneswar - 751024 | <b>Chennai</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>415/21-24, Kumaran Nagar, Old Mahabalipuram Rd,<br>TNHB, Sholinganallur, Chennai, Tamil Nadu 600119                                                                                 |
| <b>DELHI – Gurgaon</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Block C, Kings Canyon, ASF Insignia, Gurgaon -<br>Faridabad Road, Gawal Pahari, Gurgaon - 122003,<br>Haryana                                                                                                                           | <b>DELHI – Noida</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. A-44 & A-45, Ground, 1st to 5th Floor & 10th<br>floor, Galaxy Business Park, Block - C & D, Sector - 62,<br>Noida - 201 309, UP                                      |
| <b>Guwahati</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>5th Floor, NEDFi House, G.S. Road, Dispur, Guwahati -<br>781006, Assam                                                                                                                                                                        | <b>Hyderabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Q City, Nanakramguda, Hyderabad                                                                                                                                                   |
| <b>INDORE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor,<br>Village Tigariya Badshah & Bada Bangarda, Tehsil<br>Hatod, Indore - 452018,<br>Madhya Pradesh                                                                                           | <b>KOLKATA</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Ecospace 1B building, 2nd Floor, Plot - IIF/12, New<br>Town, Rajarhat, Kolkata - 700160, West Bengal OR<br>Auditorium, 2nd Floor, Wanderers Building, Delta Park -<br>Lords |
| <b>KOCHI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>TCS centre, Infopark Road Infopark Campus, Infopark,<br>Kakkanad, Kerala 682042                                                                                                                                                                  | <b>MUMBAI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Yantra Park, Pokharan Road Number 2, TCS Approach<br>Rd, Thane, West, Thane, Maharashtra 400606                                                                                      |
| <b>NAGPUR</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,                                                                                                                                                                                         | <b>PUNE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park,<br>Hinjewadi Phase III, Pune - 411057, Maharashtra                                                                               |
| <b>Trivandrum</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Peepul Park, Technopark Campus, Kariyavattom P.O,<br>Trivandrum - 695581, India                                                                                                                                                             |                                                                                                                                                                                                                                                       |



## Annexure

### Confidentiality and IP Terms and Conditions

#### 1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.



## **2. Associate's Obligations**

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

## **3. Intellectual Property Rights**

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filing or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.



#### **4. Prior knowledge**

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

#### **5. Use of third party material**

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

#### **6. Security policies and Guidelines.**

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

#### **7. Working in SBWS Framework:**

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.





(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

## **8. Restriction on Associate's Rights**

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

## **9. No License**

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.



## 10. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

## 11. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay or omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.



(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.



## Offer: Computer Consultancy

Dear MOHAMMED ABDUL AZIM,

### Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade **Y**. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be ₹**190926/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year. Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &



Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

## **COMPENSATION AND BENEFITS**

### **BASIC SALARY**

You will be eligible for a basic salary of ₹14,784/- per month.

### **BOUQUET OF BENEFITS (BoB)**

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

#### **1. House Rent Allowance (HRA)**

Your HRA will be ₹5,914/- per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

#### **2. Leave Travel Allowance**

You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

#### **3. Food Card**

You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias. As per the Pre-Defined structure you will be eligible for a Food Card with an amount of ₹500/- being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.



## **PERFORMANCE PAY**

### **Monthly Performance Pay**

You will receive a monthly performance pay of ₹1,700/-. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

### **Quarterly Variable Allowance**

Your variable allowance will be ₹600/- per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

## **CITY ALLOWANCE**

You will be eligible for a City Allowance of ₹200/- per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

## **XPLORE/ LEARNING INCENTIVES**

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

## **OTHER BENEFITS**

### **Health Insurance Scheme**

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:





## **1. Basic Cover**

i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.

ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

## **2. Higher Hospitalisation**

Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

## **Maternity Leave**

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

## **Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)**

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

## **Loans**

You will be eligible for loans, as per TCSL's loan policy.

## **Professional Memberships**

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.



## **RETIRALS**

### **Provident Fund**

You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

### **Gratuity**

You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

## **TERMS AND CONDITIONS**

### **1. Aggregate Percentage Requirements**

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

### **2. Pre requisites for Joining**

To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.





### **3. Training Period**

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

### **4. Working Hours**

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

### **5. Mobility**

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

### **6. Compensation Structure / Salary components**

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

### **7. Increments and Promotions**

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

### **8. Alternative Occupation / Employment**

Either during the period of your traineeship or during the period of your employment as a



confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

## **9. Confidentiality Agreement**

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

## **10. Service Agreement**

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

## **11. Work in SBWS mode**

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.

## **12. Overseas International Assignment Agreement**

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related



documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

### **13. Terms and Conditions**

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

### **14. TATA Code of Conduct**

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

### **15. Notice Period**

Upon your confirmation, this contract of employment is terminable by you by giving 90 days notice in writing to TCSL. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion.

Upon your confirmation, this contract of employment may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

It is understood, agreed and made abundantly clear herein that you shall have to necessarily work during the notice period given by TCSL under this clause, unless you are otherwise relieved by TCSL by giving you payment in lieu of notice.

Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by it at its own discretion having regard to the responsibilities shouldered by you while being in the employment of TCS.

### **16. Retirement**

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

### **17. Pre-employment Medical Certificate**

You are required to submit a Medical Certificate of Fitness (in the format prescribed by



TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

## 18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

## 19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining. If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

## 20. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)





- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :

\*There is no criminal offence registered/pending against you

\*There is no disciplinary case pending against you in the university

- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

\*PAN Card (Permanent Account Number)

\*Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)

\*Passport

\*NSR E-Card

## **21. TCS Xperience Program**

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

## **22. Letter of Appointment**

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

## **23. Rules and Regulations of the Company**

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from



time to time. The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

## **24. Compliance to all clauses**

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

## **25. Data Privacy Clause:**

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of overseas deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

**Withdrawal of Offer**

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

**For TATA Consultancy Services Limited**

**Girish V. Nandimath**  
**Global Head Talent Acquisition & AIP**



[Click here](#) or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary  
Annexure 2: List of TCS Xplore Centres  
Annexure 3: Confidentiality and IP Terms



## GROSS SALARY SHEET

Annexure 1

|                       |                                          |
|-----------------------|------------------------------------------|
| <b>Name</b>           | <b>MOHAMMED ABDUL AZIM</b>               |
| <b>Designation</b>    | <b>Assistant System Engineer-Trainee</b> |
| <b>Institute Name</b> | <b>Others</b>                            |

Table 1: Compensation Details (All Components in INR)

| <b>Component Category</b>             | <b>Monthly</b> | <b>Annual</b> |
|---------------------------------------|----------------|---------------|
| <b>1) Fixed Compensation</b>          |                |               |
| Basic Salary                          | 14,784         | 1,77,408      |
| Bouquet Of Benefits #                 | 7,646          | 91,752        |
| <b>2) Performance Pay**</b>           |                |               |
| Monthly Performance Pay               | 1,700          | 20,400        |
| Quarterly Variable Allowance*         | 600            | 7,200         |
| <b>3) City Allowance</b>              | 200            | 2,400         |
| <b>4) Annual Components/Retirals</b>  |                |               |
| Health Insurance***                   | NA             | 7,900         |
| Provident Fund                        | 1,774          | 21,289        |
| Gratuity                              | 711            | 8,533         |
| Total of Annual Components & Retirals | 2,485          | 37,722        |
| <b>TOTAL GROSS</b>                    | 27,415         | 190926        |
| <b>Xplore/ Learning Incentive****</b> |                | Upto 60,000   |

# Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

\* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

\*\*The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

\*\*\* For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

\*\*\*\* Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

| <b>Component Category</b>        | <b>Monthly</b> | <b>Annual</b> |
|----------------------------------|----------------|---------------|
| House Rent Allowance             | 5,914          | 70,968        |
| Leave Travel Assistance          | 1,232          | 14,784        |
| Food Card                        | 500            | 6,000         |
| <b>GROSS BOUQUET OF BENEFITS</b> | 7,646          | 91,752        |





## Annexure 2

|                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                       |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Ahmedabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Garima Park, IT/ITES SEZ, Plot # 41,<br>Gandhinagar - 382007                                                                                                                                                                                 | <b>Bangalore</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Gate 1, No 42, Think campus, Electronic City phase II,<br>Bangalore - 560100, Karnataka                                                                                           |
| <b>BUBANESHWAR</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Training Lab Venue: Barabati, IRC Block, Ground Floor,<br>Tata Consultancy Services Limited, (UNIT-II) - BARBATI<br>SEZ, IT/ITES - SPECIAL ECONOMIC ZONE (SEZ), PLOT NO.<br>35, CHANDAKA INDUSTRIAL ESTATE, PATIA,<br>Bhubaneswar - 751024 | <b>Chennai</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>415/21-24, Kumaran Nagar, Old Mahabalipuram Rd,<br>TNHB, Sholinganallur, Chennai, Tamil Nadu 600119                                                                                 |
| <b>DELHI – Gurgaon</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Block C, Kings Canyon, ASF Insignia, Gurgaon -<br>Faridabad Road, Gawal Pahari, Gurgaon - 122003,<br>Haryana                                                                                                                           | <b>DELHI – Noida</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. A-44 & A-45, Ground, 1st to 5th Floor & 10th<br>floor, Galaxy Business Park, Block - C & D, Sector - 62,<br>Noida - 201 309, UP                                      |
| <b>Guwahati</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>5th Floor, NEDFi House, G.S. Road, Dispur, Guwahati -<br>781006, Assam                                                                                                                                                                        | <b>Hyderabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Q City, Nanakramguda, Hyderabad                                                                                                                                                   |
| <b>INDORE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor,<br>Village Tigariya Badshah & Bada Bangarde, Tehsil<br>Hatod, Indore - 452018,<br>Madhya Pradesh                                                                                           | <b>KOLKATA</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Ecospace 1B building, 2nd Floor, Plot - IIF/12, New<br>Town, Rajarhat, Kolkata - 700160, West Bengal OR<br>Auditorium, 2nd Floor, Wanderers Building, Delta Park -<br>Lords |
| <b>KOCHI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>TCS centre, Infopark Road Infopark Campus, Infopark,<br>Kakkanad, Kerala 682042                                                                                                                                                                  | <b>MUMBAI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Yantra Park, Pokharan Road Number 2, TCS Approach<br>Rd, Thane, West, Thane, Maharashtra 400606                                                                                      |
| <b>NAGPUR</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,                                                                                                                                                                                         | <b>PUNE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park,<br>Hinjewadi Phase III, Pune - 411057, Maharashtra                                                                               |
| <b>Trivandrum</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Peepul Park, Technopark Campus, Kariyavattom P.O,<br>Trivandrum - 695581, India                                                                                                                                                             |                                                                                                                                                                                                                                                       |



## Annexure 3

### Confidentiality and IP Terms and Conditions

#### 1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.



## **2. Associate's Obligations**

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

## **3. Intellectual Property Rights**

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filing or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.



#### **4. Prior knowledge**

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

#### **5. Use of third party material**

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

#### **6. Security policies and Guidelines.**

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

#### **7. Working in SBWS Framework:**

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.





(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

## **8. Restriction on Associate's Rights**

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

## **9. No License**

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.



## 10. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

## 11. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay or omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.



(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.



## **Offer: Computer Consultancy**

Dear MOHAMMED ARMAN KHAN,

### **Sub: Letter of Offer**

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade **Y**. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be ₹**190926/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year. Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &

**TCS Confidential**

**TCSL/DT20218279501**

**1**

**TATA CONSULTANCY SERVICES**

VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore 560 066 India

Tel: 91 80 6724 7000 Fax: 91 80 2841 0114 Website: [www.tcs.com](http://www.tcs.com)

Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021

TCS Careers Serviceline: 1800 209 3111 Email: [careers@tcs.com](mailto:careers@tcs.com)





Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

## **COMPENSATION AND BENEFITS**

### **BASIC SALARY**

You will be eligible for a basic salary of ₹14,784/- per month.

### **BOUQUET OF BENEFITS (BoB)**

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

#### **1. House Rent Allowance (HRA)**

Your HRA will be ₹5,914/- per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

#### **2. Leave Travel Allowance**

You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

#### **3. Food Card**

You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias. As per the Pre-Defined structure you will be eligible for a Food Card with an amount of ₹500/- being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.



## **PERFORMANCE PAY**

### **Monthly Performance Pay**

You will receive a monthly performance pay of ₹1,700/-. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

### **Quarterly Variable Allowance**

Your variable allowance will be ₹600/- per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

## **CITY ALLOWANCE**

You will be eligible for a City Allowance of ₹200/- per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

## **XPLORE/ LEARNING INCENTIVES**

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

## **OTHER BENEFITS**

### **Health Insurance Scheme**

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:



## **1. Basic Cover**

- i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.
- ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

## **2. Higher Hospitalisation**

Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

- i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.
- ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

## **Maternity Leave**

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother, may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

## **Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)**

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

## **Loans**

You will be eligible for loans, as per TCSL's loan policy.

## **Professional Memberships**

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.



## **RETIRALS**

### **Provident Fund**

You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

### **Gratuity**

You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

## **TERMS AND CONDITIONS**

### **1. Aggregate Percentage Requirements**

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

### **2. Pre requisites for Joining**

To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.



### **3. Training Period**

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

### **4. Working Hours**

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

### **5. Mobility**

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

### **6. Compensation Structure / Salary components**

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

### **7. Increments and Promotions**

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

### **8. Alternative Occupation / Employment**

Either during the period of your traineeship or during the period of your employment as a





confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

## **9. Confidentiality Agreement**

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

## **10. Service Agreement**

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

## **11. Work in SBWS mode**

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.

## **12. Overseas International Assignment Agreement**

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related



documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

### **13. Terms and Conditions**

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

### **14. TATA Code of Conduct**

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

### **15. Notice Period**

Upon your confirmation, this contract of employment is terminable by you by giving 90 days notice in writing to TCSL. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion.

Upon your confirmation, this contract of employment may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

It is understood, agreed and made abundantly clear herein that you shall have to necessarily work during the notice period given by TCSL under this clause, unless you are otherwise relieved by TCSL by giving you payment in lieu of notice.

Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by it at its own discretion having regard to the responsibilities shouldered by you while being in the employment of TCS.

### **16. Retirement**

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

### **17. Pre-employment Medical Certificate**

You are required to submit a Medical Certificate of Fitness (in the format prescribed by



TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

## 18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

## 19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining. If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

## 20. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)





- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :

\*There is no criminal offence registered/pending against you

\*There is no disciplinary case pending against you in the university

- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

\*PAN Card (Permanent Account Number)

\*Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)

\*Passport

\*NSR E-Card

## **21. TCS Xperience Program**

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

## **22. Letter of Appointment**

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

## **23. Rules and Regulations of the Company**

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from



time to time. The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

## **24. Compliance to all clauses**

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

## **25. Data Privacy Clause:**

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of overseas deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

**Withdrawal of Offer**

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

**For TATA Consultancy Services Limited**

**Girish V. Nandimath**  
**Global Head Talent Acquisition & AIP**



[Click here](#) or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary  
Annexure 2: List of TCS Xplore Centres  
Annexure 3: Confidentiality and IP Terms



## GROSS SALARY SHEET

Annexure 1

|                       |                                          |
|-----------------------|------------------------------------------|
| <b>Name</b>           | <b>MOHAMMED ARMAN KHAN</b>               |
| <b>Designation</b>    | <b>Assistant System Engineer-Trainee</b> |
| <b>Institute Name</b> | <b>Others</b>                            |

Table 1: Compensation Details (All Components in INR)

| <b>Component Category</b>             | <b>Monthly</b> | <b>Annual</b> |
|---------------------------------------|----------------|---------------|
| <b>1) Fixed Compensation</b>          |                |               |
| Basic Salary                          | 14,784         | 1,77,408      |
| Bouquet Of Benefits #                 | 7,646          | 91,752        |
| <b>2) Performance Pay**</b>           |                |               |
| Monthly Performance Pay               | 1,700          | 20,400        |
| Quarterly Variable Allowance*         | 600            | 7,200         |
| <b>3) City Allowance</b>              | 200            | 2,400         |
| <b>4) Annual Components/Retirals</b>  |                |               |
| Health Insurance***                   | NA             | 7,900         |
| Provident Fund                        | 1,774          | 21,289        |
| Gratuity                              | 711            | 8,533         |
| Total of Annual Components & Retirals | 2,485          | 37,722        |
| <b>TOTAL GROSS</b>                    | 27,415         | 190926        |
| <b>Xplore/ Learning Incentive****</b> |                | Upto 60,000   |

# Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

\* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

\*\*The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

\*\*\* For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

\*\*\*\* Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

| <b>Component Category</b>        | <b>Monthly</b> | <b>Annual</b> |
|----------------------------------|----------------|---------------|
| House Rent Allowance             | 5,914          | 70,968        |
| Leave Travel Assistance          | 1,232          | 14,784        |
| Food Card                        | 500            | 6,000         |
| <b>GROSS BOUQUET OF BENEFITS</b> | 7,646          | 91,752        |





## Annexure 2

|                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                       |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Ahmedabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Garima Park, IT/ITES SEZ, Plot # 41,<br>Gandhinagar - 382007                                                                                                                                                                                 | <b>Bangalore</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Gate 1, No 42, Think campus, Electronic City phase II,<br>Bangalore - 560100, Karnataka                                                                                           |
| <b>BUBANESHWAR</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Training Lab Venue: Barabati, IRC Block, Ground Floor,<br>Tata Consultancy Services Limited, (UNIT-II) - BARBATI<br>SEZ, IT/ITES - SPECIAL ECONOMIC ZONE (SEZ), PLOT NO.<br>35, CHANDAKA INDUSTRIAL ESTATE, PATIA,<br>Bhubaneswar - 751024 | <b>Chennai</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>415/21-24, Kumaran Nagar, Old Mahabalipuram Rd,<br>TNHB, Sholinganallur, Chennai, Tamil Nadu 600119                                                                                 |
| <b>DELHI – Gurgaon</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Block C, Kings Canyon, ASF Insignia, Gurgaon -<br>Faridabad Road, Gawal Pahari, Gurgaon - 122003,<br>Haryana                                                                                                                           | <b>DELHI – Noida</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. A-44 & A-45, Ground, 1st to 5th Floor & 10th<br>floor, Galaxy Business Park, Block - C & D, Sector - 62,<br>Noida - 201 309, UP                                      |
| <b>Guwahati</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>5th Floor, NEDFi House, G.S. Road, Dispur, Guwahati -<br>781006, Assam                                                                                                                                                                        | <b>Hyderabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Q City, Nanakramguda, Hyderabad                                                                                                                                                   |
| <b>INDORE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor,<br>Village Tigariya Badshah & Bada Bangarde, Tehsil<br>Hatod, Indore - 452018,<br>Madhya Pradesh                                                                                           | <b>KOLKATA</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Ecospace 1B building, 2nd Floor, Plot - IIF/12, New<br>Town, Rajarhat, Kolkata - 700160, West Bengal OR<br>Auditorium, 2nd Floor, Wanderers Building, Delta Park -<br>Lords |
| <b>KOCHI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>TCS centre, Infopark Road Infopark Campus, Infopark,<br>Kakkanad, Kerala 682042                                                                                                                                                                  | <b>MUMBAI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Yantra Park, Pokharan Road Number 2, TCS Approach<br>Rd, Thane, West, Thane, Maharashtra 400606                                                                                      |
| <b>NAGPUR</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,                                                                                                                                                                                         | <b>PUNE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park,<br>Hinjewadi Phase III, Pune - 411057, Maharashtra                                                                               |
| <b>Trivandrum</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Peepul Park, Technopark Campus, Kariyavattom P.O,<br>Trivandrum - 695581, India                                                                                                                                                             |                                                                                                                                                                                                                                                       |



## Annexure 3

### Confidentiality and IP Terms and Conditions

#### 1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.



## **2. Associate's Obligations**

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

## **3. Intellectual Property Rights**

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filing or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.



#### **4. Prior knowledge**

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

#### **5. Use of third party material**

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

#### **6. Security policies and Guidelines.**

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

#### **7. Working in SBWS Framework:**

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.





(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

## **8. Restriction on Associate's Rights**

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

## **9. No License**

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.



## 10. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

## 11. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay or omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.



(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.



**Offer: Computer Consultancy**

Dear MOHD SUFIYAN KHAN,

**Sub: Letter of Offer**

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade **Y**. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be ₹**190926/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year. Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &

**TCS Confidential**

**TCSL/DT20218279501**

**1**

**TATA CONSULTANCY SERVICES**

VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore 560 066 India

Tel: 91 80 6724 7000 Fax: 91 80 2841 0114 Website: [www.tcs.com](http://www.tcs.com)

Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021

TCS Careers Serviceline: 1800 209 3111 Email: [careers@tcs.com](mailto:careers@tcs.com)



Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

## **COMPENSATION AND BENEFITS**

### **BASIC SALARY**

You will be eligible for a basic salary of ₹14,784/- per month.

### **BOUQUET OF BENEFITS (BoB)**

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

#### **1. House Rent Allowance (HRA)**

Your HRA will be ₹5,914/- per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

#### **2. Leave Travel Allowance**

You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

#### **3. Food Card**

You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias. As per the Pre-Defined structure you will be eligible for a Food Card with an amount of ₹500/- being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.



## **PERFORMANCE PAY**

### **Monthly Performance Pay**

You will receive a monthly performance pay of ₹1,700/-. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

### **Quarterly Variable Allowance**

Your variable allowance will be ₹600/- per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

## **CITY ALLOWANCE**

You will be eligible for a City Allowance of ₹200/- per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

## **XPLORE/ LEARNING INCENTIVES**

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

## **OTHER BENEFITS**

### **Health Insurance Scheme**

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:





## **1. Basic Cover**

i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.

ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

## **2. Higher Hospitalisation**

Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

## **Maternity Leave**

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother, may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

## **Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)**

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

## **Loans**

You will be eligible for loans, as per TCSL's loan policy.

## **Professional Memberships**

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.



## **RETIRALS**

### **Provident Fund**

You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

### **Gratuity**

You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

## **TERMS AND CONDITIONS**

### **1. Aggregate Percentage Requirements**

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

### **2. Pre requisites for Joining**

To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.





### **3. Training Period**

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

### **4. Working Hours**

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

### **5. Mobility**

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

### **6. Compensation Structure / Salary components**

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

### **7. Increments and Promotions**

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

### **8. Alternative Occupation / Employment**

Either during the period of your traineeship or during the period of your employment as a



confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

## **9. Confidentiality Agreement**

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

## **10. Service Agreement**

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

## **11. Work in SBWS mode**

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.

## **12. Overseas International Assignment Agreement**

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related



documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

### **13. Terms and Conditions**

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

### **14. TATA Code of Conduct**

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

### **15. Notice Period**

Upon your confirmation, this contract of employment is terminable by you by giving 90 days notice in writing to TCSL. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion.

Upon your confirmation, this contract of employment may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

It is understood, agreed and made abundantly clear herein that you shall have to necessarily work during the notice period given by TCSL under this clause, unless you are otherwise relieved by TCSL by giving you payment in lieu of notice.

Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by it at its own discretion having regard to the responsibilities shouldered by you while being in the employment of TCS.

### **16. Retirement**

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

### **17. Pre-employment Medical Certificate**

You are required to submit a Medical Certificate of Fitness (in the format prescribed by



TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

## 18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

## 19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining. If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

## 20. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)





- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :

\*There is no criminal offence registered/pending against you

\*There is no disciplinary case pending against you in the university

- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

\*PAN Card (Permanent Account Number)

\*Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)

\*Passport

\*NSR E-Card

## **21. TCS Xperience Program**

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

## **22. Letter of Appointment**

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

## **23. Rules and Regulations of the Company**

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from



time to time. The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

## **24. Compliance to all clauses**

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

## **25. Data Privacy Clause:**

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of overseas deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

**Withdrawal of Offer**

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

**For TATA Consultancy Services Limited**

**Girish V. Nandimath**  
**Global Head Talent Acquisition & AIP**



[Click here](#) or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary  
Annexure 2: List of TCS Xplore Centres  
Annexure 3: Confidentiality and IP Terms



## GROSS SALARY SHEET

Annexure 1

|                       |                                          |
|-----------------------|------------------------------------------|
| <b>Name</b>           | <b>MOHD SUFIYAN KHAN</b>                 |
| <b>Designation</b>    | <b>Assistant System Engineer-Trainee</b> |
| <b>Institute Name</b> | <b>Others</b>                            |

Table 1: Compensation Details (All Components in INR)

| <b>Component Category</b>             | <b>Monthly</b> | <b>Annual</b> |
|---------------------------------------|----------------|---------------|
| <b>1) Fixed Compensation</b>          |                |               |
| Basic Salary                          | 14,784         | 1,77,408      |
| Bouquet Of Benefits #                 | 7,646          | 91,752        |
| <b>2) Performance Pay**</b>           |                |               |
| Monthly Performance Pay               | 1,700          | 20,400        |
| Quarterly Variable Allowance*         | 600            | 7,200         |
| <b>3) City Allowance</b>              | 200            | 2,400         |
| <b>4) Annual Components/Retirals</b>  |                |               |
| Health Insurance***                   | NA             | 7,900         |
| Provident Fund                        | 1,774          | 21,289        |
| Gratuity                              | 711            | 8,533         |
| Total of Annual Components & Retirals | 2,485          | 37,722        |
| <b>TOTAL GROSS</b>                    | 27,415         | 190926        |
| <b>Xplore/ Learning Incentive****</b> |                | Upto 60,000   |

# Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

\* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

\*\*The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

\*\*\* For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

\*\*\*\* Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

| <b>Component Category</b>        | <b>Monthly</b> | <b>Annual</b> |
|----------------------------------|----------------|---------------|
| House Rent Allowance             | 5,914          | 70,968        |
| Leave Travel Assistance          | 1,232          | 14,784        |
| Food Card                        | 500            | 6,000         |
| <b>GROSS BOUQUET OF BENEFITS</b> | 7,646          | 91,752        |





## Annexure 2

|                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                       |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Ahmedabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Garima Park, IT/ITES SEZ, Plot # 41,<br>Gandhinagar - 382007                                                                                                                                                                               | <b>Bangalore</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Gate 1, No 42, Think campus, Electronic City phase II,<br>Bangalore - 560100, Karnataka                                                                                           |
| <b>BUBANESHWAR</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Training Lab Venue: Barabati, IRC Block, Ground Floor,<br>Tata Consultancy Services Limited, (UNIT-II) - BARBATI<br>SEZ, IT/ITES SPECIAL ECONOMIC ZONE (SEZ), PLOT NO.<br>35, CHANDAKA INDUSTRIAL ESTATE, PATIA,<br>Bhubaneswar - 751024 | <b>Chennai</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>415/21-24, Kumaran Nagar, Old Mahabalipuram Rd,<br>TNHB, Sholinganallur, Chennai, Tamil Nadu 600119                                                                                 |
| <b>DELHI – Gurgaon</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Block C, Kings Canyon, ASF Insignia, Gurgaon -<br>Faridabad Road, Gawal Pahari, Gurgaon - 122003,<br>Haryana                                                                                                                         | <b>DELHI – Noida</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. A-44 & A-45, Ground, 1st to 5th Floor & 10th<br>floor, Galaxy Business Park, Block - C & D, Sector - 62,<br>Noida - 201 309, UP                                      |
| <b>Guwahati</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>5th Floor, NEDFi House, G.S. Road, Dispur, Guwahati -<br>781006, Assam                                                                                                                                                                      | <b>Hyderabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Q City, Nanakramguda, Hyderabad                                                                                                                                                   |
| <b>INDORE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor,<br>Village Tigariya Badshah & Bada Bangarde, Tehsil<br>Hatod, Indore - 452018,<br>Madhya Pradesh                                                                                         | <b>KOLKATA</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Ecospace 1B building, 2nd Floor, Plot - IIF/12, New<br>Town, Rajarhat, Kolkata - 700160, West Bengal OR<br>Auditorium, 2nd Floor, Wanderers Building, Delta Park -<br>Lords |
| <b>KOCHI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>TCS centre, Infopark Road Infopark Campus, Infopark,<br>Kakkanad, Kerala 682042                                                                                                                                                                | <b>MUMBAI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Yantra Park, Pokharan Road Number 2, TCS Approach<br>Rd, Thane, West, Thane, Maharashtra 400606                                                                                      |
| <b>NAGPUR</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,                                                                                                                                                                                       | <b>PUNE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park,<br>Hinjewadi Phase III, Pune - 411057, Maharashtra                                                                               |
| <b>Trivandrum</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Peepul Park, Technopark Campus, Kariyavattom P.O,<br>Trivandrum - 695581, India                                                                                                                                                           |                                                                                                                                                                                                                                                       |



## Annexure 3

### Confidentiality and IP Terms and Conditions

#### 1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.



## **2. Associate's Obligations**

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

## **3. Intellectual Property Rights**

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filing or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.



#### **4. Prior knowledge**

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

#### **5. Use of third party material**

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

#### **6. Security policies and Guidelines.**

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

#### **7. Working in SBWS Framework:**

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.





(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

## **8. Restriction on Associate's Rights**

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

## **9. No License**

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.



## 10. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

## 11. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay or omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.



(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.



## **Offer: Computer Consultancy**

Dear MONISHA S,

### **Sub: Letter of Offer**

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade **Y**. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be ₹**190926/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year. Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &





Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

## **COMPENSATION AND BENEFITS**

### **BASIC SALARY**

You will be eligible for a basic salary of ₹14,784/- per month.

### **BOUQUET OF BENEFITS (BoB)**

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

#### **1. House Rent Allowance (HRA)**

Your HRA will be ₹5,914/- per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

#### **2. Leave Travel Allowance**

You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

#### **3. Food Card**

You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias. As per the Pre-Defined structure you will be eligible for a Food Card with an amount of ₹500/- being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.



## **PERFORMANCE PAY**

### **Monthly Performance Pay**

You will receive a monthly performance pay of ₹1,700/-. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

### **Quarterly Variable Allowance**

Your variable allowance will be ₹600/- per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

## **CITY ALLOWANCE**

You will be eligible for a City Allowance of ₹200/- per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

## **XPLORE/ LEARNING INCENTIVES**

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

## **OTHER BENEFITS**

### **Health Insurance Scheme**

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:



## **1. Basic Cover**

- i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.
- ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

## **2. Higher Hospitalisation**

Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

- i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.
- ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

## **Maternity Leave**

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother, may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

## **Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)**

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

## **Loans**

You will be eligible for loans, as per TCSL's loan policy.

## **Professional Memberships**

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.



## **RETIRALS**

### **Provident Fund**

You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

### **Gratuity**

You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

## **TERMS AND CONDITIONS**

### **1. Aggregate Percentage Requirements**

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

### **2. Pre requisites for Joining**

To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.



### **3. Training Period**

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

### **4. Working Hours**

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

### **5. Mobility**

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

### **6. Compensation Structure / Salary components**

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

### **7. Increments and Promotions**

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

### **8. Alternative Occupation / Employment**

Either during the period of your traineeship or during the period of your employment as a





confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

## **9. Confidentiality Agreement**

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

## **10. Service Agreement**

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

## **11. Work in SBWS mode**

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.

## **12. Overseas International Assignment Agreement**

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related



documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

### **13. Terms and Conditions**

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

### **14. TATA Code of Conduct**

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

### **15. Notice Period**

Upon your confirmation, this contract of employment is terminable by you by giving 90 days notice in writing to TCSL. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion.

Upon your confirmation, this contract of employment may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

It is understood, agreed and made abundantly clear herein that you shall have to necessarily work during the notice period given by TCSL under this clause, unless you are otherwise relieved by TCSL by giving you payment in lieu of notice.

Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by it at its own discretion having regard to the responsibilities shouldered by you while being in the employment of TCS.

### **16. Retirement**

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

### **17. Pre-employment Medical Certificate**

You are required to submit a Medical Certificate of Fitness (in the format prescribed by



TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

## 18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

## 19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining. If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

## 20. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)





- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :

\*There is no criminal offence registered/pending against you

\*There is no disciplinary case pending against you in the university

- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

\*PAN Card (Permanent Account Number)

\*Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)

\*Passport

\*NSR E-Card

## **21. TCS Xperience Program**

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

## **22. Letter of Appointment**

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

## **23. Rules and Regulations of the Company**

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from



time to time. The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

## **24. Compliance to all clauses**

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

## **25. Data Privacy Clause:**

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of overseas deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

**Withdrawal of Offer**

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

**For TATA Consultancy Services Limited**

**Girish V. Nandimath**  
**Global Head Talent Acquisition & AIP**



[Click here](#) or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary  
Annexure 2: List of TCS Xplore Centres  
Annexure 3: Confidentiality and IP Terms



## GROSS SALARY SHEET

Annexure 1

|                       |                                          |
|-----------------------|------------------------------------------|
| <b>Name</b>           | <b>MONISHA S</b>                         |
| <b>Designation</b>    | <b>Assistant System Engineer-Trainee</b> |
| <b>Institute Name</b> | <b>Others</b>                            |

Table 1: Compensation Details (All Components in INR)

| <b>Component Category</b>             | <b>Monthly</b> | <b>Annual</b> |
|---------------------------------------|----------------|---------------|
| <b>1) Fixed Compensation</b>          |                |               |
| Basic Salary                          | 14,784         | 1,77,408      |
| Bouquet Of Benefits #                 | 7,646          | 91,752        |
| <b>2) Performance Pay**</b>           |                |               |
| Monthly Performance Pay               | 1,700          | 20,400        |
| Quarterly Variable Allowance*         | 600            | 7,200         |
| <b>3) City Allowance</b>              | 200            | 2,400         |
| <b>4) Annual Components/Retirals</b>  |                |               |
| Health Insurance***                   | NA             | 7,900         |
| Provident Fund                        | 1,774          | 21,289        |
| Gratuity                              | 711            | 8,533         |
| Total of Annual Components & Retirals | 2,485          | 37,722        |
| <b>TOTAL GROSS</b>                    | 27,415         | 190926        |
| <b>Xplore/ Learning Incentive****</b> |                | Upto 60,000   |

# Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

\* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

\*\*The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

\*\*\* For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

\*\*\*\* Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

| <b>Component Category</b>        | <b>Monthly</b> | <b>Annual</b> |
|----------------------------------|----------------|---------------|
| House Rent Allowance             | 5,914          | 70,968        |
| Leave Travel Assistance          | 1,232          | 14,784        |
| Food Card                        | 500            | 6,000         |
| <b>GROSS BOUQUET OF BENEFITS</b> | 7,646          | 91,752        |





## Annexure 2

|                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                       |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Ahmedabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Garima Park, IT/ITES SEZ, Plot # 41,<br>Gandhinagar - 382007                                                                                                                                                                                 | <b>Bangalore</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Gate 1, No 42, Think campus, Electronic City phase II,<br>Bangalore - 560100, Karnataka                                                                                           |
| <b>BUBANESHWAR</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Training Lab Venue: Barabati, IRC Block, Ground Floor,<br>Tata Consultancy Services Limited, (UNIT-II) - BARBATI<br>SEZ, IT/ITES - SPECIAL ECONOMIC ZONE (SEZ), PLOT NO.<br>35, CHANDAKA INDUSTRIAL ESTATE, PATIA,<br>Bhubaneswar - 751024 | <b>Chennai</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>415/21-24, Kumaran Nagar, Old Mahabalipuram Rd,<br>TNHB, Sholinganallur, Chennai, Tamil Nadu 600119                                                                                 |
| <b>DELHI – Gurgaon</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Block C, Kings Canyon, ASF Insignia, Gurgaon -<br>Faridabad Road, Gawal Pahari, Gurgaon - 122003,<br>Haryana                                                                                                                           | <b>DELHI – Noida</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. A-44 & A-45, Ground, 1st to 5th Floor & 10th<br>floor, Galaxy Business Park, Block - C & D, Sector - 62,<br>Noida - 201 309, UP                                      |
| <b>Guwahati</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>5th Floor, NEDFi House, G.S. Road, Dispur, Guwahati -<br>781006, Assam                                                                                                                                                                        | <b>Hyderabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Q City, Nanakramguda, Hyderabad                                                                                                                                                   |
| <b>INDORE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor,<br>Village Tigariya Badshah & Bada Bangarde, Tehsil<br>Hatod, Indore - 452018,<br>Madhya Pradesh                                                                                           | <b>KOLKATA</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Ecospace 1B building, 2nd Floor, Plot - IIF/12, New<br>Town, Rajarhat, Kolkata - 700160, West Bengal OR<br>Auditorium, 2nd Floor, Wanderers Building, Delta Park -<br>Lords |
| <b>KOCHI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>TCS centre, Infopark Road Infopark Campus, Infopark,<br>Kakkanad, Kerala 682042                                                                                                                                                                  | <b>MUMBAI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Yantra Park, Pokharan Road Number 2, TCS Approach<br>Rd, Thane, West, Thane, Maharashtra 400606                                                                                      |
| <b>NAGPUR</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,                                                                                                                                                                                         | <b>PUNE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park,<br>Hinjewadi Phase III, Pune - 411057, Maharashtra                                                                               |
| <b>Trivandrum</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Peepul Park, Technopark Campus, Kariyavattom P.O,<br>Trivandrum - 695581, India                                                                                                                                                             |                                                                                                                                                                                                                                                       |



## Annexure 3

### Confidentiality and IP Terms and Conditions

#### 1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.



## **2. Associate's Obligations**

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

## **3. Intellectual Property Rights**

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filing or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.



#### **4. Prior knowledge**

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

#### **5. Use of third party material**

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

#### **6. Security policies and Guidelines.**

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

#### **7. Working in SBWS Framework:**

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.





(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

## **8. Restriction on Associate's Rights**

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

## **9. No License**

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.



## 10. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

## 11. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay or omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.



(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.



## **Offer: Computer Consultancy**

Dear MUSAMMA SULTANA,

### **Sub: Letter of Offer**

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade **Y**. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be ₹**190926/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year. Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &

**TCS Confidential**

**TCSL/DT20218279501**

**1**

**TATA CONSULTANCY SERVICES**

VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore 560 066 India  
Tel: 91 80 6724 7000 Fax: 91 80 2841 0114 Website: [www.tcs.com](http://www.tcs.com)  
Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021  
TCS Careers Serviceline: 1800 209 3111 Email: [careers@tcs.com](mailto:careers@tcs.com)



Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

## **COMPENSATION AND BENEFITS**

### **BASIC SALARY**

You will be eligible for a basic salary of ₹14,784/- per month.

### **BOUQUET OF BENEFITS (BoB)**

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

#### **1. House Rent Allowance (HRA)**

Your HRA will be ₹5,914/- per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

#### **2. Leave Travel Allowance**

You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

#### **3. Food Card**

You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias. As per the Pre-Defined structure you will be eligible for a Food Card with an amount of ₹500/- being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.



## **PERFORMANCE PAY**

### **Monthly Performance Pay**

You will receive a monthly performance pay of ₹1,700/-. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

### **Quarterly Variable Allowance**

Your variable allowance will be ₹600/- per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

## **CITY ALLOWANCE**

You will be eligible for a City Allowance of ₹200/- per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

## **XPLORE/ LEARNING INCENTIVES**

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

## **OTHER BENEFITS**

### **Health Insurance Scheme**

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:





## **1. Basic Cover**

- i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.
- ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

## **2. Higher Hospitalisation**

Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

- i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.
- ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

## **Maternity Leave**

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

## **Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)**

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

## **Loans**

You will be eligible for loans, as per TCSL's loan policy.

## **Professional Memberships**

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.



## **RETIRALS**

### **Provident Fund**

You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

### **Gratuity**

You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

## **TERMS AND CONDITIONS**

### **1. Aggregate Percentage Requirements**

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

### **2. Pre requisites for Joining**

To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.





### **3. Training Period**

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

### **4. Working Hours**

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

### **5. Mobility**

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

### **6. Compensation Structure / Salary components**

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

### **7. Increments and Promotions**

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

### **8. Alternative Occupation / Employment**

Either during the period of your traineeship or during the period of your employment as a



confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

## **9. Confidentiality Agreement**

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

## **10. Service Agreement**

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

## **11. Work in SBWS mode**

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.

## **12. Overseas International Assignment Agreement**

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related



documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

### **13. Terms and Conditions**

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

### **14. TATA Code of Conduct**

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

### **15. Notice Period**

Upon your confirmation, this contract of employment is terminable by you by giving 90 days notice in writing to TCSL. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion.

Upon your confirmation, this contract of employment may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

It is understood, agreed and made abundantly clear herein that you shall have to necessarily work during the notice period given by TCSL under this clause, unless you are otherwise relieved by TCSL by giving you payment in lieu of notice.

Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by it at its own discretion having regard to the responsibilities shouldered by you while being in the employment of TCS.

### **16. Retirement**

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

### **17. Pre-employment Medical Certificate**

You are required to submit a Medical Certificate of Fitness (in the format prescribed by



TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

## 18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

## 19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining. If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

## 20. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)





- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :

\*There is no criminal offence registered/pending against you

\*There is no disciplinary case pending against you in the university

- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

\*PAN Card (Permanent Account Number)

\*Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)

\*Passport

\*NSR E-Card

## **21. TCS Xperience Program**

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

## **22. Letter of Appointment**

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

## **23. Rules and Regulations of the Company**

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from



time to time. The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

## **24. Compliance to all clauses**

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

## **25. Data Privacy Clause:**

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of overseas deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

**Withdrawal of Offer**

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

**For TATA Consultancy Services Limited**

**Girish V. Nandimath**  
**Global Head Talent Acquisition & AIP**



[Click here](#) or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary  
Annexure 2: List of TCS Xplore Centres  
Annexure 3: Confidentiality and IP Terms



## GROSS SALARY SHEET

Annexure 1

|                       |                                          |
|-----------------------|------------------------------------------|
| <b>Name</b>           | <b>MUSAMMA SULTANA</b>                   |
| <b>Designation</b>    | <b>Assistant System Engineer-Trainee</b> |
| <b>Institute Name</b> | <b>Others</b>                            |

Table 1: Compensation Details (All Components in INR)

| <b>Component Category</b>             | <b>Monthly</b> | <b>Annual</b> |
|---------------------------------------|----------------|---------------|
| <b>1) Fixed Compensation</b>          |                |               |
| Basic Salary                          | 14,784         | 1,77,408      |
| Bouquet Of Benefits #                 | 7,646          | 91,752        |
| <b>2) Performance Pay**</b>           |                |               |
| Monthly Performance Pay               | 1,700          | 20,400        |
| Quarterly Variable Allowance*         | 600            | 7,200         |
| <b>3) City Allowance</b>              | 200            | 2,400         |
| <b>4) Annual Components/Retirals</b>  |                |               |
| Health Insurance***                   | NA             | 7,900         |
| Provident Fund                        | 1,774          | 21,289        |
| Gratuity                              | 711            | 8,533         |
| Total of Annual Components & Retirals | 2,485          | 37,722        |
| <b>TOTAL GROSS</b>                    | 27,415         | 190926        |
| <b>Xplore/ Learning Incentive****</b> |                | Upto 60,000   |

# Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

\* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

\*\*The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

\*\*\* For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

\*\*\*\* Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

| <b>Component Category</b>        | <b>Monthly</b> | <b>Annual</b> |
|----------------------------------|----------------|---------------|
| House Rent Allowance             | 5,914          | 70,968        |
| Leave Travel Assistance          | 1,232          | 14,784        |
| Food Card                        | 500            | 6,000         |
| <b>GROSS BOUQUET OF BENEFITS</b> | 7,646          | 91,752        |





## Annexure 2

|                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                       |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Ahmedabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Garima Park, IT/ITES SEZ, Plot # 41,<br>Gandhinagar - 382007                                                                                                                                                                               | <b>Bangalore</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Gate 1, No 42, Think campus, Electronic City phase II,<br>Bangalore - 560100, Karnataka                                                                                           |
| <b>BUBANESHWAR</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Training Lab Venue: Barabati, IRC Block, Ground Floor,<br>Tata Consultancy Services Limited, (UNIT-II) - BARBATI<br>SEZ, IT/ITES SPECIAL ECONOMIC ZONE (SEZ), PLOT NO.<br>35, CHANDAKA INDUSTRIAL ESTATE, PATIA,<br>Bhubaneswar - 751024 | <b>Chennai</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>415/21-24, Kumaran Nagar, Old Mahabalipuram Rd,<br>TNHB, Sholinganallur, Chennai, Tamil Nadu 600119                                                                                 |
| <b>DELHI – Gurgaon</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Block C, Kings Canyon, ASF Insignia, Gurgaon -<br>Faridabad Road, Gawal Pahari, Gurgaon - 122003,<br>Haryana                                                                                                                         | <b>DELHI – Noida</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. A-44 & A-45, Ground, 1st to 5th Floor & 10th<br>floor, Galaxy Business Park, Block - C & D, Sector - 62,<br>Noida - 201 309, UP                                      |
| <b>Guwahati</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>5th Floor, NEDFi House, G.S. Road, Dispur, Guwahati -<br>781006, Assam                                                                                                                                                                      | <b>Hyderabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Q City, Nanakramguda, Hyderabad                                                                                                                                                   |
| <b>INDORE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor,<br>Village Tigariya Badshah & Bada Bangarde, Tehsil<br>Hatod, Indore - 452018,<br>Madhya Pradesh                                                                                         | <b>KOLKATA</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Ecospace 1B building, 2nd Floor, Plot - IIF/12, New<br>Town, Rajarhat, Kolkata - 700160, West Bengal OR<br>Auditorium, 2nd Floor, Wanderers Building, Delta Park -<br>Lords |
| <b>KOCHI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>TCS centre, Infopark Road Infopark Campus, Infopark,<br>Kakkanad, Kerala 682042                                                                                                                                                                | <b>MUMBAI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Yantra Park, Pokharan Road Number 2, TCS Approach<br>Rd, Thane, West, Thane, Maharashtra 400606                                                                                      |
| <b>NAGPUR</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,                                                                                                                                                                                       | <b>PUNE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park,<br>Hinjewadi Phase III, Pune - 411057, Maharashtra                                                                               |
| <b>Trivandrum</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Peepul Park, Technopark Campus, Kariyavattom P.O,<br>Trivandrum - 695581, India                                                                                                                                                           |                                                                                                                                                                                                                                                       |



## Annexure 3

### Confidentiality and IP Terms and Conditions

#### 1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.



## **2. Associate's Obligations**

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

## **3. Intellectual Property Rights**

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filing or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.



#### **4. Prior knowledge**

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

#### **5. Use of third party material**

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

#### **6. Security policies and Guidelines.**

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

#### **7. Working in SBWS Framework:**

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.





(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

## **8. Restriction on Associate's Rights**

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

## **9. No License**

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.



## 10. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

## 11. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay or omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.



(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.



## **Offer: Computer Consultancy**

Dear NAGARAJ B,

### **Sub: Letter of Offer**

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade **Y**. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be ₹**190926/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year. Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &

**TCS Confidential**

**TCSL/DT20218279501**

**1**

**TATA CONSULTANCY SERVICES**

VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore 560 066 India

Tel: 91 80 6724 7000 Fax: 91 80 2841 0114 Website: [www.tcs.com](http://www.tcs.com)

Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021

TCS Careers Serviceline: 1800 209 3111 Email: [careers@tcs.com](mailto:careers@tcs.com)





Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

## **COMPENSATION AND BENEFITS**

### **BASIC SALARY**

You will be eligible for a basic salary of ₹14,784/- per month.

### **BOUQUET OF BENEFITS (BoB)**

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

#### **1. House Rent Allowance (HRA)**

Your HRA will be ₹5,914/- per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

#### **2. Leave Travel Allowance**

You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

#### **3. Food Card**

You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias. As per the Pre-Defined structure you will be eligible for a Food Card with an amount of ₹500/- being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.



## **PERFORMANCE PAY**

### **Monthly Performance Pay**

You will receive a monthly performance pay of ₹1,700/-. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

### **Quarterly Variable Allowance**

Your variable allowance will be ₹600/- per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

## **CITY ALLOWANCE**

You will be eligible for a City Allowance of ₹200/- per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

## **XPLORE/ LEARNING INCENTIVES**

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

## **OTHER BENEFITS**

### **Health Insurance Scheme**

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:



## **1. Basic Cover**

i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.

ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

## **2. Higher Hospitalisation**

Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

## **Maternity Leave**

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

## **Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)**

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

## **Loans**

You will be eligible for loans, as per TCSL's loan policy.

## **Professional Memberships**

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.



## **RETIRALS**

### **Provident Fund**

You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

### **Gratuity**

You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

## **TERMS AND CONDITIONS**

### **1. Aggregate Percentage Requirements**

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

### **2. Pre requisites for Joining**

To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.



### **3. Training Period**

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

### **4. Working Hours**

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

### **5. Mobility**

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

### **6. Compensation Structure / Salary components**

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

### **7. Increments and Promotions**

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

### **8. Alternative Occupation / Employment**

Either during the period of your traineeship or during the period of your employment as a





confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

## **9. Confidentiality Agreement**

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

## **10. Service Agreement**

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

## **11. Work in SBWS mode**

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.

## **12. Overseas International Assignment Agreement**

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related



documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

### **13. Terms and Conditions**

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

### **14. TATA Code of Conduct**

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

### **15. Notice Period**

Upon your confirmation, this contract of employment is terminable by you by giving 90 days notice in writing to TCSL. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion.

Upon your confirmation, this contract of employment may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

It is understood, agreed and made abundantly clear herein that you shall have to necessarily work during the notice period given by TCSL under this clause, unless you are otherwise relieved by TCSL by giving you payment in lieu of notice.

Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by it at its own discretion having regard to the responsibilities shouldered by you while being in the employment of TCS.

### **16. Retirement**

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

### **17. Pre-employment Medical Certificate**

You are required to submit a Medical Certificate of Fitness (in the format prescribed by



TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

## 18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

## 19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining. If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

## 20. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)





- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :

\*There is no criminal offence registered/pending against you

\*There is no disciplinary case pending against you in the university

- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

\*PAN Card (Permanent Account Number)

\*Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)

\*Passport

\*NSR E-Card

## **21. TCS Xperience Program**

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

## **22. Letter of Appointment**

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

## **23. Rules and Regulations of the Company**

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from



time to time. The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

## **24. Compliance to all clauses**

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

## **25. Data Privacy Clause:**

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of overseas deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

**Withdrawal of Offer**

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

**For TATA Consultancy Services Limited**

**Girish V. Nandimath**  
**Global Head Talent Acquisition & AIP**



[Click here](#) or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary  
Annexure 2: List of TCS Xplore Centres  
Annexure 3: Confidentiality and IP Terms



## GROSS SALARY SHEET

Annexure 1

|                       |                                          |
|-----------------------|------------------------------------------|
| <b>Name</b>           | <b>NAGARAJ B</b>                         |
| <b>Designation</b>    | <b>Assistant System Engineer-Trainee</b> |
| <b>Institute Name</b> | <b>Others</b>                            |

Table 1: Compensation Details (All Components in INR)

| <b>Component Category</b>             | <b>Monthly</b> | <b>Annual</b> |
|---------------------------------------|----------------|---------------|
| <b>1) Fixed Compensation</b>          |                |               |
| Basic Salary                          | 14,784         | 1,77,408      |
| Bouquet Of Benefits #                 | 7,646          | 91,752        |
| <b>2) Performance Pay**</b>           |                |               |
| Monthly Performance Pay               | 1,700          | 20,400        |
| Quarterly Variable Allowance*         | 600            | 7,200         |
| <b>3) City Allowance</b>              | 200            | 2,400         |
| <b>4) Annual Components/Retirals</b>  |                |               |
| Health Insurance***                   | NA             | 7,900         |
| Provident Fund                        | 1,774          | 21,289        |
| Gratuity                              | 711            | 8,533         |
| Total of Annual Components & Retirals | 2,485          | 37,722        |
| <b>TOTAL GROSS</b>                    | 27,415         | 190926        |
| <b>Xplore/ Learning Incentive****</b> |                | Upto 60,000   |

# Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

\* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

\*\*The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

\*\*\* For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

\*\*\*\* Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

| <b>Component Category</b>        | <b>Monthly</b> | <b>Annual</b> |
|----------------------------------|----------------|---------------|
| House Rent Allowance             | 5,914          | 70,968        |
| Leave Travel Assistance          | 1,232          | 14,784        |
| Food Card                        | 500            | 6,000         |
| <b>GROSS BOUQUET OF BENEFITS</b> | 7,646          | 91,752        |





## Annexure 2

|                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                       |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Ahmedabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Garima Park, IT/ITES SEZ, Plot # 41,<br>Gandhinagar - 382007                                                                                                                                                                                 | <b>Bangalore</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Gate 1, No 42, Think campus, Electronic City phase II,<br>Bangalore - 560100, Karnataka                                                                                           |
| <b>BUBANESHWAR</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Training Lab Venue: Barabati, IRC Block, Ground Floor,<br>Tata Consultancy Services Limited, (UNIT-II) - BARBATI<br>SEZ, IT/ITES - SPECIAL ECONOMIC ZONE (SEZ), PLOT NO.<br>35, CHANDAKA INDUSTRIAL ESTATE, PATIA,<br>Bhubaneswar - 751024 | <b>Chennai</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>415/21-24, Kumaran Nagar, Old Mahabalipuram Rd,<br>TNHB, Sholinganallur, Chennai, Tamil Nadu 600119                                                                                 |
| <b>DELHI – Gurgaon</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Block C, Kings Canyon, ASF Insignia, Gurgaon -<br>Faridabad Road, Gawal Pahari, Gurgaon - 122003,<br>Haryana                                                                                                                           | <b>DELHI – Noida</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. A-44 & A-45, Ground, 1st to 5th Floor & 10th<br>floor, Galaxy Business Park, Block - C & D, Sector - 62,<br>Noida - 201 309, UP                                      |
| <b>Guwahati</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>5th Floor, NEDFi House, G.S. Road, Dispur, Guwahati -<br>781006, Assam                                                                                                                                                                        | <b>Hyderabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Q City, Nanakramguda, Hyderabad                                                                                                                                                   |
| <b>INDORE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor,<br>Village Tigariya Badshah & Bada Bangarde, Tehsil<br>Hatod, Indore - 452018,<br>Madhya Pradesh                                                                                           | <b>KOLKATA</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Ecospace 1B building, 2nd Floor, Plot - IIF/12, New<br>Town, Rajarhat, Kolkata - 700160, West Bengal OR<br>Auditorium, 2nd Floor, Wanderers Building, Delta Park -<br>Lords |
| <b>KOCHI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>TCS centre, Infopark Road Infopark Campus, Infopark,<br>Kakkanad, Kerala 682042                                                                                                                                                                  | <b>MUMBAI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Yantra Park, Pokharan Road Number 2, TCS Approach<br>Rd, Thane, West, Thane, Maharashtra 400606                                                                                      |
| <b>NAGPUR</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,                                                                                                                                                                                         | <b>PUNE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park,<br>Hinjewadi Phase III, Pune - 411057, Maharashtra                                                                               |
| <b>Trivandrum</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Peepul Park, Technopark Campus, Kariyavattom P.O,<br>Trivandrum - 695581, India                                                                                                                                                             |                                                                                                                                                                                                                                                       |



## Annexure 3

### Confidentiality and IP Terms and Conditions

#### 1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.



## **2. Associate's Obligations**

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

## **3. Intellectual Property Rights**

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filing or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.



#### **4. Prior knowledge**

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

#### **5. Use of third party material**

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

#### **6. Security policies and Guidelines.**

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

#### **7. Working in SBWS Framework:**

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.





(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

## **8. Restriction on Associate's Rights**

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

## **9. No License**

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.



## 10. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

## 11. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay or omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.



(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.



## **Offer: Computer Consultancy**

Dear NANDA KUMAR L,

### **Sub: Letter of Offer**

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade **Y**. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be ₹**190926/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year. Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &



Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

## **COMPENSATION AND BENEFITS**

### **BASIC SALARY**

You will be eligible for a basic salary of ₹14,784/- per month.

### **BOUQUET OF BENEFITS (BoB)**

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

#### **1. House Rent Allowance (HRA)**

Your HRA will be ₹5,914/- per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

#### **2. Leave Travel Allowance**

You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

#### **3. Food Card**

You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias. As per the Pre-Defined structure you will be eligible for a Food Card with an amount of ₹500/- being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.



## **PERFORMANCE PAY**

### **Monthly Performance Pay**

You will receive a monthly performance pay of ₹1,700/-. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

### **Quarterly Variable Allowance**

Your variable allowance will be ₹600/- per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

## **CITY ALLOWANCE**

You will be eligible for a City Allowance of ₹200/- per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

## **XPLORE/ LEARNING INCENTIVES**

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

## **OTHER BENEFITS**

### **Health Insurance Scheme**

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:





## **1. Basic Cover**

- i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.
- ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

## **2. Higher Hospitalisation**

Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

- i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.
- ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

## **Maternity Leave**

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

## **Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)**

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

## **Loans**

You will be eligible for loans, as per TCSL's loan policy.

## **Professional Memberships**

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.



## **RETIRALS**

### **Provident Fund**

You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

### **Gratuity**

You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

## **TERMS AND CONDITIONS**

### **1. Aggregate Percentage Requirements**

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

### **2. Pre requisites for Joining**

To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.





### **3. Training Period**

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

### **4. Working Hours**

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

### **5. Mobility**

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

### **6. Compensation Structure / Salary components**

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

### **7. Increments and Promotions**

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

### **8. Alternative Occupation / Employment**

Either during the period of your traineeship or during the period of your employment as a



confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

## **9. Confidentiality Agreement**

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

## **10. Service Agreement**

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

## **11. Work in SBWS mode**

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.

## **12. Overseas International Assignment Agreement**

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related



documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

### **13. Terms and Conditions**

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

### **14. TATA Code of Conduct**

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

### **15. Notice Period**

Upon your confirmation, this contract of employment is terminable by you by giving 90 days notice in writing to TCSL. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion.

Upon your confirmation, this contract of employment may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

It is understood, agreed and made abundantly clear herein that you shall have to necessarily work during the notice period given by TCSL under this clause, unless you are otherwise relieved by TCSL by giving you payment in lieu of notice.

Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by it at its own discretion having regard to the responsibilities shouldered by you while being in the employment of TCS.

### **16. Retirement**

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

### **17. Pre-employment Medical Certificate**

You are required to submit a Medical Certificate of Fitness (in the format prescribed by



TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

## 18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

## 19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining. If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

## 20. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)





- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :

\*There is no criminal offence registered/pending against you

\*There is no disciplinary case pending against you in the university

- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

\*PAN Card (Permanent Account Number)

\*Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)

\*Passport

\*NSR E-Card

## **21. TCS Xperience Program**

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

## **22. Letter of Appointment**

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

## **23. Rules and Regulations of the Company**

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from



time to time. The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

## **24. Compliance to all clauses**

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

## **25. Data Privacy Clause:**

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of overseas deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

**Withdrawal of Offer**

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

**For TATA Consultancy Services Limited**

**Girish V. Nandimath**  
**Global Head Talent Acquisition & AIP**



[Click here](#) or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary  
Annexure 2: List of TCS Xplore Centres  
Annexure 3: Confidentiality and IP Terms



## GROSS SALARY SHEET

Annexure 1

|                       |                                          |
|-----------------------|------------------------------------------|
| <b>Name</b>           | <b>NANDA KUMAR L</b>                     |
| <b>Designation</b>    | <b>Assistant System Engineer-Trainee</b> |
| <b>Institute Name</b> | <b>Others</b>                            |

Table 1: Compensation Details (All Components in INR)

| <b>Component Category</b>             | <b>Monthly</b> | <b>Annual</b> |
|---------------------------------------|----------------|---------------|
| <b>1) Fixed Compensation</b>          |                |               |
| Basic Salary                          | 14,784         | 1,77,408      |
| Bouquet Of Benefits #                 | 7,646          | 91,752        |
| <b>2) Performance Pay**</b>           |                |               |
| Monthly Performance Pay               | 1,700          | 20,400        |
| Quarterly Variable Allowance*         | 600            | 7,200         |
| <b>3) City Allowance</b>              | 200            | 2,400         |
| <b>4) Annual Components/Retirals</b>  |                |               |
| Health Insurance***                   | NA             | 7,900         |
| Provident Fund                        | 1,774          | 21,289        |
| Gratuity                              | 711            | 8,533         |
| Total of Annual Components & Retirals | 2,485          | 37,722        |
| <b>TOTAL GROSS</b>                    | 27,415         | 190926        |
| <b>Xplore/ Learning Incentive****</b> |                | Upto 60,000   |

# Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

\* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

\*\*The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

\*\*\* For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

\*\*\*\* Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

| <b>Component Category</b>        | <b>Monthly</b> | <b>Annual</b> |
|----------------------------------|----------------|---------------|
| House Rent Allowance             | 5,914          | 70,968        |
| Leave Travel Assistance          | 1,232          | 14,784        |
| Food Card                        | 500            | 6,000         |
| <b>GROSS BOUQUET OF BENEFITS</b> | 7,646          | 91,752        |





## Annexure 2

|                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                       |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Ahmedabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Garima Park, IT/ITES SEZ, Plot # 41,<br>Gandhinagar - 382007                                                                                                                                                                                 | <b>Bangalore</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Gate 1, No 42, Think campus, Electronic City phase II,<br>Bangalore - 560100, Karnataka                                                                                           |
| <b>BUBANESHWAR</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Training Lab Venue: Barabati, IRC Block, Ground Floor,<br>Tata Consultancy Services Limited, (UNIT-II) - BARBATI<br>SEZ, IT/ITES - SPECIAL ECONOMIC ZONE (SEZ), PLOT NO.<br>35, CHANDAKA INDUSTRIAL ESTATE, PATIA,<br>Bhubaneswar - 751024 | <b>Chennai</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>415/21-24, Kumaran Nagar, Old Mahabalipuram Rd,<br>TNHB, Sholinganallur, Chennai, Tamil Nadu 600119                                                                                 |
| <b>DELHI – Gurgaon</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Block C, Kings Canyon, ASF Insignia, Gurgaon -<br>Faridabad Road, Gawal Pahari, Gurgaon - 122003,<br>Haryana                                                                                                                           | <b>DELHI – Noida</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. A-44 & A-45, Ground, 1st to 5th Floor & 10th<br>floor, Galaxy Business Park, Block - C & D, Sector - 62,<br>Noida - 201 309, UP                                      |
| <b>Guwahati</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>5th Floor, NEDFi House, G.S. Road, Dispur, Guwahati -<br>781006, Assam                                                                                                                                                                        | <b>Hyderabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Q City, Nanakramguda, Hyderabad                                                                                                                                                   |
| <b>INDORE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor,<br>Village Tigariya Badshah & Bada Bangarde, Tehsil<br>Hatod, Indore - 452018,<br>Madhya Pradesh                                                                                           | <b>KOLKATA</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Ecospace 1B building, 2nd Floor, Plot - IIF/12, New<br>Town, Rajarhat, Kolkata - 700160, West Bengal OR<br>Auditorium, 2nd Floor, Wanderers Building, Delta Park -<br>Lords |
| <b>KOCHI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>TCS centre, Infopark Road Infopark Campus, Infopark,<br>Kakkanad, Kerala 682042                                                                                                                                                                  | <b>MUMBAI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Yantra Park, Pokharan Road Number 2, TCS Approach<br>Rd, Thane, West, Thane, Maharashtra 400606                                                                                      |
| <b>NAGPUR</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,                                                                                                                                                                                         | <b>PUNE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park,<br>Hinjewadi Phase III, Pune - 411057, Maharashtra                                                                               |
| <b>Trivandrum</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Peepul Park, Technopark Campus, Kariyavattom P.O.<br>Trivandrum - 695581, India                                                                                                                                                             |                                                                                                                                                                                                                                                       |



## Annexure 3

### Confidentiality and IP Terms and Conditions

#### 1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.



## **2. Associate's Obligations**

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

## **3. Intellectual Property Rights**

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filing or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.



#### **4. Prior knowledge**

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

#### **5. Use of third party material**

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

#### **6. Security policies and Guidelines.**

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

#### **7. Working in SBWS Framework:**

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.





(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

## **8. Restriction on Associate's Rights**

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

## **9. No License**

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.



## 10. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

## 11. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay or omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.



(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.



## Offer: Computer Consultancy

Dear NARASIMHARAJ B,

### Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade **Y**. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be ₹**190926/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year. Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &

TCS Confidential

TCSL/DT20218279501

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**TATA CONSULTANCY SERVICES**

VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore 560 066 India

Tel: 91 80 6724 7000 Fax: 91 80 2841 0114 Website: [www.tcs.com](http://www.tcs.com)

Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021

TCS Careers Serviceline: 1800 209 3111 Email: [careers@tcs.com](mailto:careers@tcs.com)





Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

## **COMPENSATION AND BENEFITS**

### **BASIC SALARY**

You will be eligible for a basic salary of ₹14,784/- per month.

### **BOUQUET OF BENEFITS (BoB)**

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

#### **1. House Rent Allowance (HRA)**

Your HRA will be ₹5,914/- per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

#### **2. Leave Travel Allowance**

You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

#### **3. Food Card**

You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias. As per the Pre-Defined structure you will be eligible for a Food Card with an amount of ₹500/- being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.



## **PERFORMANCE PAY**

### **Monthly Performance Pay**

You will receive a monthly performance pay of ₹1,700/-. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

### **Quarterly Variable Allowance**

Your variable allowance will be ₹600/- per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

## **CITY ALLOWANCE**

You will be eligible for a City Allowance of ₹200/- per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

## **XPLORE/ LEARNING INCENTIVES**

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

## **OTHER BENEFITS**

### **Health Insurance Scheme**

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:



## **1. Basic Cover**

i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.

ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

## **2. Higher Hospitalisation**

Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

## **Maternity Leave**

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother, may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

## **Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)**

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

## **Loans**

You will be eligible for loans, as per TCSL's loan policy.

## **Professional Memberships**

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.



## **RETIRALS**

### **Provident Fund**

You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

### **Gratuity**

You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

## **TERMS AND CONDITIONS**

### **1. Aggregate Percentage Requirements**

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

### **2. Pre requisites for Joining**

To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.



### **3. Training Period**

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

### **4. Working Hours**

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

### **5. Mobility**

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

### **6. Compensation Structure / Salary components**

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

### **7. Increments and Promotions**

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

### **8. Alternative Occupation / Employment**

Either during the period of your traineeship or during the period of your employment as a





confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

## **9. Confidentiality Agreement**

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

## **10. Service Agreement**

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

## **11. Work in SBWS mode**

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.

## **12. Overseas International Assignment Agreement**

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related



documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

### **13. Terms and Conditions**

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

### **14. TATA Code of Conduct**

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

### **15. Notice Period**

Upon your confirmation, this contract of employment is terminable by you by giving 90 days notice in writing to TCSL. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion.

Upon your confirmation, this contract of employment may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

It is understood, agreed and made abundantly clear herein that you shall have to necessarily work during the notice period given by TCSL under this clause, unless you are otherwise relieved by TCSL by giving you payment in lieu of notice.

Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by it at its own discretion having regard to the responsibilities shouldered by you while being in the employment of TCS.

### **16. Retirement**

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

### **17. Pre-employment Medical Certificate**

You are required to submit a Medical Certificate of Fitness (in the format prescribed by



TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

## 18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

## 19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining. If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

## 20. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)





- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :

\*There is no criminal offence registered/pending against you

\*There is no disciplinary case pending against you in the university

- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

\*PAN Card (Permanent Account Number)

\*Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)

\*Passport

\*NSR E-Card

## **21. TCS Xperience Program**

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

## **22. Letter of Appointment**

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

## **23. Rules and Regulations of the Company**

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from



time to time. The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

## **24. Compliance to all clauses**

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

## **25. Data Privacy Clause:**

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of overseas deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

**Withdrawal of Offer**

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

**For TATA Consultancy Services Limited**

**Girish V. Nandimath**  
**Global Head Talent Acquisition & AIP**



[Click here](#) or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary  
Annexure 2: List of TCS Xplore Centres  
Annexure 3: Confidentiality and IP Terms



## GROSS SALARY SHEET

Annexure 1

|                       |                                          |
|-----------------------|------------------------------------------|
| <b>Name</b>           | <b>NARASIMHARAJ B</b>                    |
| <b>Designation</b>    | <b>Assistant System Engineer-Trainee</b> |
| <b>Institute Name</b> | <b>Others</b>                            |

Table 1: Compensation Details (All Components in INR)

| <b>Component Category</b>             | <b>Monthly</b> | <b>Annual</b> |
|---------------------------------------|----------------|---------------|
| <b>1) Fixed Compensation</b>          |                |               |
| Basic Salary                          | 14,784         | 1,77,408      |
| Bouquet Of Benefits #                 | 7,646          | 91,752        |
| <b>2) Performance Pay**</b>           |                |               |
| Monthly Performance Pay               | 1,700          | 20,400        |
| Quarterly Variable Allowance*         | 600            | 7,200         |
| <b>3) City Allowance</b>              | 200            | 2,400         |
| <b>4) Annual Components/Retirals</b>  |                |               |
| Health Insurance***                   | NA             | 7,900         |
| Provident Fund                        | 1,774          | 21,289        |
| Gratuity                              | 711            | 8,533         |
| Total of Annual Components & Retirals | 2,485          | 37,722        |
| <b>TOTAL GROSS</b>                    | 27,415         | 190926        |
| <b>Xplore/ Learning Incentive****</b> |                | Upto 60,000   |

# Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

\* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

\*\*The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

\*\*\* For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

\*\*\*\* Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

| <b>Component Category</b>        | <b>Monthly</b> | <b>Annual</b> |
|----------------------------------|----------------|---------------|
| House Rent Allowance             | 5,914          | 70,968        |
| Leave Travel Assistance          | 1,232          | 14,784        |
| Food Card                        | 500            | 6,000         |
| <b>GROSS BOUQUET OF BENEFITS</b> | 7,646          | 91,752        |





## Annexure 2

|                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                       |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Ahmedabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Garima Park, IT/ITES SEZ, Plot # 41,<br>Gandhinagar - 382007                                                                                                                                                                               | <b>Bangalore</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Gate 1, No 42, Think campus, Electronic City phase II,<br>Bangalore - 560100, Karnataka                                                                                           |
| <b>BUBANESHWAR</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Training Lab Venue: Barabati, IRC Block, Ground Floor,<br>Tata Consultancy Services Limited, (UNIT-II) - BARBATI<br>SEZ, IT/ITES SPECIAL ECONOMIC ZONE (SEZ), PLOT NO.<br>35, CHANDAKA INDUSTRIAL ESTATE, PATIA,<br>Bhubaneswar - 751024 | <b>Chennai</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>415/21-24, Kumaran Nagar, Old Mahabalipuram Rd,<br>TNHB, Sholinganallur, Chennai, Tamil Nadu 600119                                                                                 |
| <b>DELHI – Gurgaon</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Block C, Kings Canyon, ASF Insignia, Gurgaon -<br>Faridabad Road, Gawal Pahari, Gurgaon - 122003,<br>Haryana                                                                                                                         | <b>DELHI – Noida</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. A-44 & A-45, Ground, 1st to 5th Floor & 10th<br>floor, Galaxy Business Park, Block - C & D, Sector - 62,<br>Noida - 201 309, UP                                      |
| <b>Guwahati</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>5th Floor, NEDFi House, G.S. Road, Dispur, Guwahati -<br>781006, Assam                                                                                                                                                                      | <b>Hyderabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Q City, Nanakramguda, Hyderabad                                                                                                                                                   |
| <b>INDORE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor,<br>Village Tigariya Badshah & Bada Bangarde, Tehsil<br>Hatod, Indore - 452018,<br>Madhya Pradesh                                                                                         | <b>KOLKATA</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Ecospace 1B building, 2nd Floor, Plot - IIF/12, New<br>Town, Rajarhat, Kolkata - 700160, West Bengal OR<br>Auditorium, 2nd Floor, Wanderers Building, Delta Park -<br>Lords |
| <b>KOCHI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>TCS centre, Infopark Road Infopark Campus, Infopark,<br>Kakkanad, Kerala 682042                                                                                                                                                                | <b>MUMBAI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Yantra Park, Pokharan Road Number 2, TCS Approach<br>Rd, Thane, West, Thane, Maharashtra 400606                                                                                      |
| <b>NAGPUR</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,                                                                                                                                                                                       | <b>PUNE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park,<br>Hinjewadi Phase III, Pune - 411057, Maharashtra                                                                               |
| <b>Trivandrum</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Peepul Park, Technopark Campus, Kariyavattom P.O,<br>Trivandrum - 695581, India                                                                                                                                                           |                                                                                                                                                                                                                                                       |



## Annexure 3

### Confidentiality and IP Terms and Conditions

#### 1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.



## **2. Associate's Obligations**

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

## **3. Intellectual Property Rights**

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filing or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.



#### **4. Prior knowledge**

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

#### **5. Use of third party material**

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

#### **6. Security policies and Guidelines.**

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

#### **7. Working in SBWS Framework:**

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.





(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

## **8. Restriction on Associate's Rights**

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

## **9. No License**

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.



## 10. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

## 11. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay or omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.



(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.



## Offer: Computer Consultancy

Dear NAVEEN G R,

### Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade **Y**. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be ₹**190926/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year. Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &

TCS Confidential

TCSL/DT20218279501

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**TATA CONSULTANCY SERVICES**

VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore 560 066 India

Tel: 91 80 6724 7000 Fax: 91 80 2841 0114 Website: [www.tcs.com](http://www.tcs.com)

Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021

TCS Careers Serviceline: 1800 209 3111 Email: [careers@tcs.com](mailto:careers@tcs.com)



Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

## **COMPENSATION AND BENEFITS**

### **BASIC SALARY**

You will be eligible for a basic salary of ₹14,784/- per month.

### **BOUQUET OF BENEFITS (BoB)**

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

#### **1. House Rent Allowance (HRA)**

Your HRA will be ₹5,914/- per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

#### **2. Leave Travel Allowance**

You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

#### **3. Food Card**

You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias. As per the Pre-Defined structure you will be eligible for a Food Card with an amount of ₹500/- being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.



## **PERFORMANCE PAY**

### **Monthly Performance Pay**

You will receive a monthly performance pay of ₹1,700/-. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

### **Quarterly Variable Allowance**

Your variable allowance will be ₹600/- per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

## **CITY ALLOWANCE**

You will be eligible for a City Allowance of ₹200/- per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

## **XPLORE/ LEARNING INCENTIVES**

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

## **OTHER BENEFITS**

### **Health Insurance Scheme**

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:





## **1. Basic Cover**

i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.

ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

## **2. Higher Hospitalisation**

Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

## **Maternity Leave**

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother, may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

## **Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)**

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

## **Loans**

You will be eligible for loans, as per TCSL's loan policy.

## **Professional Memberships**

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.



## **RETIRALS**

### **Provident Fund**

You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

### **Gratuity**

You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

## **TERMS AND CONDITIONS**

### **1. Aggregate Percentage Requirements**

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

### **2. Pre requisites for Joining**

To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.





### **3. Training Period**

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

### **4. Working Hours**

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

### **5. Mobility**

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

### **6. Compensation Structure / Salary components**

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

### **7. Increments and Promotions**

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

### **8. Alternative Occupation / Employment**

Either during the period of your traineeship or during the period of your employment as a



confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

## **9. Confidentiality Agreement**

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

## **10. Service Agreement**

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

## **11. Work in SBWS mode**

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.

## **12. Overseas International Assignment Agreement**

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related



documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

### **13. Terms and Conditions**

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

### **14. TATA Code of Conduct**

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

### **15. Notice Period**

Upon your confirmation, this contract of employment is terminable by you by giving 90 days notice in writing to TCSL. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion.

Upon your confirmation, this contract of employment may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

It is understood, agreed and made abundantly clear herein that you shall have to necessarily work during the notice period given by TCSL under this clause, unless you are otherwise relieved by TCSL by giving you payment in lieu of notice.

Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by it at its own discretion having regard to the responsibilities shouldered by you while being in the employment of TCS.

### **16. Retirement**

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

### **17. Pre-employment Medical Certificate**

You are required to submit a Medical Certificate of Fitness (in the format prescribed by



TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

## 18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

## 19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining. If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

## 20. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)





- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :

\*There is no criminal offence registered/pending against you

\*There is no disciplinary case pending against you in the university

- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

\*PAN Card (Permanent Account Number)

\*Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)

\*Passport

\*NSR E-Card

## **21. TCS Xperience Program**

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

## **22. Letter of Appointment**

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

## **23. Rules and Regulations of the Company**

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from



time to time. The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

## **24. Compliance to all clauses**

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

## **25. Data Privacy Clause:**

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of overseas deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

**Withdrawal of Offer**

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

**For TATA Consultancy Services Limited**

**Girish V. Nandimath**  
**Global Head Talent Acquisition & AIP**



[Click here](#) or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary  
Annexure 2: List of TCS Xplore Centres  
Annexure 3: Confidentiality and IP Terms



## GROSS SALARY SHEET

Annexure 1

|                       |                                          |
|-----------------------|------------------------------------------|
| <b>Name</b>           | <b>NAVEEN G R</b>                        |
| <b>Designation</b>    | <b>Assistant System Engineer-Trainee</b> |
| <b>Institute Name</b> | <b>Others</b>                            |

Table 1: Compensation Details (All Components in INR)

| <b>Component Category</b>             | <b>Monthly</b> | <b>Annual</b> |
|---------------------------------------|----------------|---------------|
| <b>1) Fixed Compensation</b>          |                |               |
| Basic Salary                          | 14,784         | 1,77,408      |
| Bouquet Of Benefits #                 | 7,646          | 91,752        |
| <b>2) Performance Pay**</b>           |                |               |
| Monthly Performance Pay               | 1,700          | 20,400        |
| Quarterly Variable Allowance*         | 600            | 7,200         |
| <b>3) City Allowance</b>              | 200            | 2,400         |
| <b>4) Annual Components/Retirals</b>  |                |               |
| Health Insurance***                   | NA             | 7,900         |
| Provident Fund                        | 1,774          | 21,289        |
| Gratuity                              | 711            | 8,533         |
| Total of Annual Components & Retirals | 2,485          | 37,722        |
| <b>TOTAL GROSS</b>                    | 27,415         | 190926        |
| <b>Xplore/ Learning Incentive****</b> |                | Upto 60,000   |

# Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

\* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

\*\*The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

\*\*\* For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

\*\*\*\* Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

| <b>Component Category</b>        | <b>Monthly</b> | <b>Annual</b> |
|----------------------------------|----------------|---------------|
| House Rent Allowance             | 5,914          | 70,968        |
| Leave Travel Assistance          | 1,232          | 14,784        |
| Food Card                        | 500            | 6,000         |
| <b>GROSS BOUQUET OF BENEFITS</b> | 7,646          | 91,752        |





## Annexure 2

|                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                       |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Ahmedabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Garima Park, IT/ITES SEZ, Plot # 41,<br>Gandhinagar - 382007                                                                                                                                                                               | <b>Bangalore</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Gate 1, No 42, Think campus, Electronic City phase II,<br>Bangalore - 560100, Karnataka                                                                                           |
| <b>BUBANESHWAR</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Training Lab Venue: Barabati, IRC Block, Ground Floor,<br>Tata Consultancy Services Limited, (UNIT-II) - BARBATI<br>SEZ, IT/ITES SPECIAL ECONOMIC ZONE (SEZ), PLOT NO.<br>35, CHANDAKA INDUSTRIAL ESTATE, PATIA,<br>Bhubaneswar - 751024 | <b>Chennai</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>415/21-24, Kumaran Nagar, Old Mahabalipuram Rd,<br>TNHB, Sholinganallur, Chennai, Tamil Nadu 600119                                                                                 |
| <b>DELHI – Gurgaon</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Block C, Kings Canyon, ASF Insignia, Gurgaon -<br>Faridabad Road, Gawal Pahari, Gurgaon - 122003,<br>Haryana                                                                                                                         | <b>DELHI – Noida</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. A-44 & A-45, Ground, 1st to 5th Floor & 10th<br>floor, Galaxy Business Park, Block - C & D, Sector - 62,<br>Noida - 201 309, UP                                      |
| <b>Guwahati</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>5th Floor, NEDFi House, G.S. Road, Dispur, Guwahati -<br>781006, Assam                                                                                                                                                                      | <b>Hyderabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Q City, Nanakramguda, Hyderabad                                                                                                                                                   |
| <b>INDORE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor,<br>Village Tigariya Badshah & Bada Bangarde, Tehsil<br>Hatod, Indore - 452018,<br>Madhya Pradesh                                                                                         | <b>KOLKATA</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Ecospace 1B building, 2nd Floor, Plot - IIF/12, New<br>Town, Rajarhat, Kolkata - 700160, West Bengal OR<br>Auditorium, 2nd Floor, Wanderers Building, Delta Park -<br>Lords |
| <b>KOCHI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>TCS centre, Infopark Road Infopark Campus, Infopark,<br>Kakkanad, Kerala 682042                                                                                                                                                                | <b>MUMBAI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Yantra Park, Pokharan Road Number 2, TCS Approach<br>Rd, Thane, West, Thane, Maharashtra 400606                                                                                      |
| <b>NAGPUR</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,                                                                                                                                                                                       | <b>PUNE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park,<br>Hinjewadi Phase III, Pune - 411057, Maharashtra                                                                               |
| <b>Trivandrum</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Peepul Park, Technopark Campus, Kariyavattom P.O,<br>Trivandrum - 695581, India                                                                                                                                                           |                                                                                                                                                                                                                                                       |



## Annexure 3

### Confidentiality and IP Terms and Conditions

#### 1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.



## **2. Associate's Obligations**

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

## **3. Intellectual Property Rights**

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filing or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.



#### **4. Prior knowledge**

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

#### **5. Use of third party material**

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

#### **6. Security policies and Guidelines.**

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

#### **7. Working in SBWS Framework:**

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.





(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

## **8. Restriction on Associate's Rights**

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

## **9. No License**

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.



## 10. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

## 11. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay or omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.



(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.



## **Offer: Computer Consultancy**

Dear NAVEEN S,

### **Sub: Letter of Offer**

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade **Y**. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be ₹**190926/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year. Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &

**TCS Confidential**

**TCSL/DT20218279501**

**1**

**TATA CONSULTANCY SERVICES**

VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore 560 066 India  
Tel: 91 80 6724 7000 Fax: 91 80 2841 0114 Website: [www.tcs.com](http://www.tcs.com)  
Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021  
TCS Careers Serviceline: 1800 209 3111 Email: [careers@tcs.com](mailto:careers@tcs.com)





Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

## **COMPENSATION AND BENEFITS**

### **BASIC SALARY**

You will be eligible for a basic salary of ₹14,784/- per month.

### **BOUQUET OF BENEFITS (BoB)**

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

#### **1. House Rent Allowance (HRA)**

Your HRA will be ₹5,914/- per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

#### **2. Leave Travel Allowance**

You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

#### **3. Food Card**

You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias. As per the Pre-Defined structure you will be eligible for a Food Card with an amount of ₹500/- being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.



## **PERFORMANCE PAY**

### **Monthly Performance Pay**

You will receive a monthly performance pay of ₹1,700/-. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

### **Quarterly Variable Allowance**

Your variable allowance will be ₹600/- per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

## **CITY ALLOWANCE**

You will be eligible for a City Allowance of ₹200/- per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

## **XPLORE/ LEARNING INCENTIVES**

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

## **OTHER BENEFITS**

### **Health Insurance Scheme**

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:



## **1. Basic Cover**

i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.

ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

## **2. Higher Hospitalisation**

Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

## **Maternity Leave**

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

## **Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)**

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

## **Loans**

You will be eligible for loans, as per TCSL's loan policy.

## **Professional Memberships**

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.



## **RETIRALS**

### **Provident Fund**

You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

### **Gratuity**

You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

## **TERMS AND CONDITIONS**

### **1. Aggregate Percentage Requirements**

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

### **2. Pre requisites for Joining**

To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.



### **3. Training Period**

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

### **4. Working Hours**

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

### **5. Mobility**

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

### **6. Compensation Structure / Salary components**

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

### **7. Increments and Promotions**

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

### **8. Alternative Occupation / Employment**

Either during the period of your traineeship or during the period of your employment as a





confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

## **9. Confidentiality Agreement**

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

## **10. Service Agreement**

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

## **11. Work in SBWS mode**

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.

## **12. Overseas International Assignment Agreement**

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related



documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

### **13. Terms and Conditions**

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

### **14. TATA Code of Conduct**

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

### **15. Notice Period**

Upon your confirmation, this contract of employment is terminable by you by giving 90 days notice in writing to TCSL. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion.

Upon your confirmation, this contract of employment may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

It is understood, agreed and made abundantly clear herein that you shall have to necessarily work during the notice period given by TCSL under this clause, unless you are otherwise relieved by TCSL by giving you payment in lieu of notice.

Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by it at its own discretion having regard to the responsibilities shouldered by you while being in the employment of TCS.

### **16. Retirement**

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

### **17. Pre-employment Medical Certificate**

You are required to submit a Medical Certificate of Fitness (in the format prescribed by



TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

## 18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

## 19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining. If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

## 20. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)





- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :

\*There is no criminal offence registered/pending against you

\*There is no disciplinary case pending against you in the university

- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

\*PAN Card (Permanent Account Number)

\*Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)

\*Passport

\*NSR E-Card

## **21. TCS Xperience Program**

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

## **22. Letter of Appointment**

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

## **23. Rules and Regulations of the Company**

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from



time to time. The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

## **24. Compliance to all clauses**

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

## **25. Data Privacy Clause:**

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of overseas deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

**Withdrawal of Offer**

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

**For TATA Consultancy Services Limited**

**Girish V. Nandimath**  
**Global Head Talent Acquisition & AIP**



[Click here](#) or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary  
Annexure 2: List of TCS Xplore Centres  
Annexure 3: Confidentiality and IP Terms



## GROSS SALARY SHEET

Annexure 1

|                       |                                          |
|-----------------------|------------------------------------------|
| <b>Name</b>           | <b>NAVEEN S</b>                          |
| <b>Designation</b>    | <b>Assistant System Engineer-Trainee</b> |
| <b>Institute Name</b> | <b>Others</b>                            |

Table 1: Compensation Details (All Components in INR)

| <b>Component Category</b>             | <b>Monthly</b> | <b>Annual</b> |
|---------------------------------------|----------------|---------------|
| <b>1) Fixed Compensation</b>          |                |               |
| Basic Salary                          | 14,784         | 1,77,408      |
| Bouquet Of Benefits #                 | 7,646          | 91,752        |
| <b>2) Performance Pay**</b>           |                |               |
| Monthly Performance Pay               | 1,700          | 20,400        |
| Quarterly Variable Allowance*         | 600            | 7,200         |
| <b>3) City Allowance</b>              | 200            | 2,400         |
| <b>4) Annual Components/Retirals</b>  |                |               |
| Health Insurance***                   | NA             | 7,900         |
| Provident Fund                        | 1,774          | 21,289        |
| Gratuity                              | 711            | 8,533         |
| Total of Annual Components & Retirals | 2,485          | 37,722        |
| <b>TOTAL GROSS</b>                    | 27,415         | 190926        |
| <b>Xplore/ Learning Incentive****</b> |                | Upto 60,000   |

# Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

\* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

\*\*The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

\*\*\* For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

\*\*\*\* Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

| <b>Component Category</b>        | <b>Monthly</b> | <b>Annual</b> |
|----------------------------------|----------------|---------------|
| House Rent Allowance             | 5,914          | 70,968        |
| Leave Travel Assistance          | 1,232          | 14,784        |
| Food Card                        | 500            | 6,000         |
| <b>GROSS BOUQUET OF BENEFITS</b> | 7,646          | 91,752        |





## Annexure 2

|                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                       |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Ahmedabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Garima Park, IT/ITES SEZ, Plot # 41,<br>Gandhinagar - 382007                                                                                                                                                                                 | <b>Bangalore</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Gate 1, No 42, Think campus, Electronic City phase II,<br>Bangalore - 560100, Karnataka                                                                                           |
| <b>BUBANESHWAR</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Training Lab Venue: Barabati, IRC Block, Ground Floor,<br>Tata Consultancy Services Limited, (UNIT-II) - BARBATI<br>SEZ, IT/ITES - SPECIAL ECONOMIC ZONE (SEZ), PLOT NO.<br>35, CHANDAKA INDUSTRIAL ESTATE, PATIA,<br>Bhubaneswar - 751024 | <b>Chennai</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>415/21-24, Kumaran Nagar, Old Mahabalipuram Rd,<br>TNHB, Sholinganallur, Chennai, Tamil Nadu 600119                                                                                 |
| <b>DELHI – Gurgaon</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Block C, Kings Canyon, ASF Insignia, Gurgaon -<br>Faridabad Road, Gawal Pahari, Gurgaon - 122003,<br>Haryana                                                                                                                           | <b>DELHI – Noida</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. A-44 & A-45, Ground, 1st to 5th Floor & 10th<br>floor, Galaxy Business Park, Block - C & D, Sector - 62,<br>Noida - 201 309, UP                                      |
| <b>Guwahati</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>5th Floor, NEDFi House, G.S. Road, Dispur, Guwahati -<br>781006, Assam                                                                                                                                                                        | <b>Hyderabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Q City, Nanakramguda, Hyderabad                                                                                                                                                   |
| <b>INDORE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor,<br>Village Tigariya Badshah & Bada Bangarde, Tehsil<br>Hatod, Indore - 452018,<br>Madhya Pradesh                                                                                           | <b>KOLKATA</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Ecospace 1B building, 2nd Floor, Plot - IIF/12, New<br>Town, Rajarhat, Kolkata - 700160, West Bengal OR<br>Auditorium, 2nd Floor, Wanderers Building, Delta Park -<br>Lords |
| <b>KOCHI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>TCS centre, Infopark Road Infopark Campus, Infopark,<br>Kakkanad, Kerala 682042                                                                                                                                                                  | <b>MUMBAI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Yantra Park, Pokharan Road Number 2, TCS Approach<br>Rd, Thane, West, Thane, Maharashtra 400606                                                                                      |
| <b>NAGPUR</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,                                                                                                                                                                                         | <b>PUNE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park,<br>Hinjewadi Phase III, Pune - 411057, Maharashtra                                                                               |
| <b>Trivandrum</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Peepul Park, Technopark Campus, Kariyavattom P.O,<br>Trivandrum - 695581, India                                                                                                                                                             |                                                                                                                                                                                                                                                       |



## Annexure 3

### Confidentiality and IP Terms and Conditions

#### 1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.



## **2. Associate's Obligations**

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

## **3. Intellectual Property Rights**

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filing or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.



#### **4. Prior knowledge**

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

#### **5. Use of third party material**

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

#### **6. Security policies and Guidelines.**

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

#### **7. Working in SBWS Framework:**

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.





(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

## **8. Restriction on Associate's Rights**

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

## **9. No License**

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.



## 10. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

## 11. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay or omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.



(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.



## Offer: Computer Consultancy

Dear P VISHAL DEEP,

### Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade **Y**. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be ₹**190926/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year. Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &

TCS Confidential

TCSL/DT20218279501

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**TATA CONSULTANCY SERVICES**

VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore 560 066 India

Tel: 91 80 6724 7000 Fax: 91 80 2841 0114 Website: [www.tcs.com](http://www.tcs.com)

Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021

TCS Careers Serviceline: 1800 209 3111 Email: [careers@tcs.com](mailto:careers@tcs.com)



Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

## **COMPENSATION AND BENEFITS**

### **BASIC SALARY**

You will be eligible for a basic salary of ₹14,784/- per month.

### **BOUQUET OF BENEFITS (BoB)**

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

#### **1. House Rent Allowance (HRA)**

Your HRA will be ₹5,914/- per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

#### **2. Leave Travel Allowance**

You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

#### **3. Food Card**

You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias. As per the Pre-Defined structure you will be eligible for a Food Card with an amount of ₹500/- being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.



## **PERFORMANCE PAY**

### **Monthly Performance Pay**

You will receive a monthly performance pay of ₹1,700/-. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

### **Quarterly Variable Allowance**

Your variable allowance will be ₹600/- per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

## **CITY ALLOWANCE**

You will be eligible for a City Allowance of ₹200/- per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

## **XPLORE/ LEARNING INCENTIVES**

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

## **OTHER BENEFITS**

### **Health Insurance Scheme**

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:





## **1. Basic Cover**

- i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.
- ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

## **2. Higher Hospitalisation**

Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

- i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.
- ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

## **Maternity Leave**

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

## **Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)**

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

## **Loans**

You will be eligible for loans, as per TCSL's loan policy.

## **Professional Memberships**

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.



## **RETIRALS**

### **Provident Fund**

You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

### **Gratuity**

You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

## **TERMS AND CONDITIONS**

### **1. Aggregate Percentage Requirements**

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

### **2. Pre requisites for Joining**

To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.





### **3. Training Period**

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

### **4. Working Hours**

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

### **5. Mobility**

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

### **6. Compensation Structure / Salary components**

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

### **7. Increments and Promotions**

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

### **8. Alternative Occupation / Employment**

Either during the period of your traineeship or during the period of your employment as a



confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

## **9. Confidentiality Agreement**

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

## **10. Service Agreement**

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

## **11. Work in SBWS mode**

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.

## **12. Overseas International Assignment Agreement**

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related



documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

### **13. Terms and Conditions**

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

### **14. TATA Code of Conduct**

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

### **15. Notice Period**

Upon your confirmation, this contract of employment is terminable by you by giving 90 days notice in writing to TCSL. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion.

Upon your confirmation, this contract of employment may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

It is understood, agreed and made abundantly clear herein that you shall have to necessarily work during the notice period given by TCSL under this clause, unless you are otherwise relieved by TCSL by giving you payment in lieu of notice.

Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by it at its own discretion having regard to the responsibilities shouldered by you while being in the employment of TCS.

### **16. Retirement**

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

### **17. Pre-employment Medical Certificate**

You are required to submit a Medical Certificate of Fitness (in the format prescribed by



TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

## 18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

## 19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining. If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

## 20. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)





- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :

\*There is no criminal offence registered/pending against you

\*There is no disciplinary case pending against you in the university

- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

\*PAN Card (Permanent Account Number)

\*Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)

\*Passport

\*NSR E-Card

## **21. TCS Xperience Program**

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

## **22. Letter of Appointment**

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

## **23. Rules and Regulations of the Company**

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from



time to time. The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

## **24. Compliance to all clauses**

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

## **25. Data Privacy Clause:**

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of overseas deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

**Withdrawal of Offer**

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

**For TATA Consultancy Services Limited**

**Girish V. Nandimath**  
**Global Head Talent Acquisition & AIP**



[Click here](#) or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary  
Annexure 2: List of TCS Xplore Centres  
Annexure 3: Confidentiality and IP Terms



## GROSS SALARY SHEET

Annexure 1

|                       |                                          |
|-----------------------|------------------------------------------|
| <b>Name</b>           | <b>P VISHAL DEEP</b>                     |
| <b>Designation</b>    | <b>Assistant System Engineer-Trainee</b> |
| <b>Institute Name</b> | <b>Others</b>                            |

Table 1: Compensation Details (All Components in INR)

| <b>Component Category</b>             | <b>Monthly</b> | <b>Annual</b>      |
|---------------------------------------|----------------|--------------------|
| <b>1) Fixed Compensation</b>          |                |                    |
| Basic Salary                          | 14,784         | 1,77,408           |
| Bouquet Of Benefits #                 | 7,646          | 91,752             |
| <b>2) Performance Pay**</b>           |                |                    |
| Monthly Performance Pay               | 1,700          | 20,400             |
| Quarterly Variable Allowance*         | 600            | 7,200              |
| <b>3) City Allowance</b>              | 200            | 2,400              |
| <b>4) Annual Components/Retirals</b>  |                |                    |
| Health Insurance***                   | NA             | 7,900              |
| Provident Fund                        | 1,774          | 21,289             |
| Gratuity                              | 711            | 8,533              |
| Total of Annual Components & Retirals | 2,485          | 37,722             |
| <b>TOTAL GROSS</b>                    | <b>27,415</b>  | <b>190926</b>      |
| <b>Xplore/ Learning Incentive****</b> |                | <b>Upto 60,000</b> |

# Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

\* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

\*\*The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

\*\*\* For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

\*\*\*\* Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

| <b>Component Category</b>        | <b>Monthly</b> | <b>Annual</b> |
|----------------------------------|----------------|---------------|
| House Rent Allowance             | 5,914          | 70,968        |
| Leave Travel Assistance          | 1,232          | 14,784        |
| Food Card                        | 500            | 6,000         |
| <b>GROSS BOUQUET OF BENEFITS</b> | <b>7,646</b>   | <b>91,752</b> |





## Annexure 2

|                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                       |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Ahmedabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Garima Park, IT/ITES SEZ, Plot # 41,<br>Gandhinagar - 382007                                                                                                                                                                                 | <b>Bangalore</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Gate 1, No 42, Think campus, Electronic City phase II,<br>Bangalore - 560100, Karnataka                                                                                           |
| <b>BUBANESHWAR</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Training Lab Venue: Barabati, IRC Block, Ground Floor,<br>Tata Consultancy Services Limited, (UNIT-II) - BARBATI<br>SEZ, IT/ITES - SPECIAL ECONOMIC ZONE (SEZ), PLOT NO.<br>35, CHANDAKA INDUSTRIAL ESTATE, PATIA,<br>Bhubaneswar - 751024 | <b>Chennai</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>415/21-24, Kumaran Nagar, Old Mahabalipuram Rd,<br>TNHB, Sholinganallur, Chennai, Tamil Nadu 600119                                                                                 |
| <b>DELHI – Gurgaon</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Block C, Kings Canyon, ASF Insignia, Gurgaon -<br>Faridabad Road, Gawal Pahari, Gurgaon - 122003,<br>Haryana                                                                                                                           | <b>DELHI – Noida</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. A-44 & A-45, Ground, 1st to 5th Floor & 10th<br>floor, Galaxy Business Park, Block - C & D, Sector - 62,<br>Noida - 201 309, UP                                      |
| <b>Guwahati</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>5th Floor, NEDFi House, G.S. Road, Dispur, Guwahati -<br>781006, Assam                                                                                                                                                                        | <b>Hyderabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Q City, Nanakramguda, Hyderabad                                                                                                                                                   |
| <b>INDORE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor,<br>Village Tigariya Badshah & Bada Bangarde, Tehsil<br>Hatod, Indore - 452018,<br>Madhya Pradesh                                                                                           | <b>KOLKATA</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Ecospace 1B building, 2nd Floor, Plot - IIF/12, New<br>Town, Rajarhat, Kolkata - 700160, West Bengal OR<br>Auditorium, 2nd Floor, Wanderers Building, Delta Park -<br>Lords |
| <b>KOCHI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>TCS centre, Infopark Road Infopark Campus, Infopark,<br>Kakkanad, Kerala 682042                                                                                                                                                                  | <b>MUMBAI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Yantra Park, Pokharan Road Number 2, TCS Approach<br>Rd, Thane, West, Thane, Maharashtra 400606                                                                                      |
| <b>NAGPUR</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,                                                                                                                                                                                         | <b>PUNE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park,<br>Hinjewadi Phase III, Pune - 411057, Maharashtra                                                                               |
| <b>Trivandrum</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Peepul Park, Technopark Campus, Kariyavattom P.O,<br>Trivandrum - 695581, India                                                                                                                                                             |                                                                                                                                                                                                                                                       |



## Annexure 3

### Confidentiality and IP Terms and Conditions

#### 1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.



## **2. Associate's Obligations**

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

## **3. Intellectual Property Rights**

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filing or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.



#### **4. Prior knowledge**

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

#### **5. Use of third party material**

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

#### **6. Security policies and Guidelines.**

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

#### **7. Working in SBWS Framework:**

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.





(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

## **8. Restriction on Associate's Rights**

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

## **9. No License**

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.



## 10. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

## 11. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay or omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.



(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.



## Offer: Computer Consultancy

Dear PARTHA SARATHI M,

### Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade **Y**. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be ₹**190926/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year. Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &

TCS Confidential

TCSL/DT20218279501

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**TATA CONSULTANCY SERVICES**

VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore 560 066 India

Tel: 91 80 6724 7000 Fax: 91 80 2841 0114 Website: [www.tcs.com](http://www.tcs.com)

Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021

TCS Careers Serviceline: 1800 209 3111 Email: [careers@tcs.com](mailto:careers@tcs.com)





Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

## **COMPENSATION AND BENEFITS**

### **BASIC SALARY**

You will be eligible for a basic salary of ₹14,784/- per month.

### **BOUQUET OF BENEFITS (BoB)**

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

#### **1. House Rent Allowance (HRA)**

Your HRA will be ₹5,914/- per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

#### **2. Leave Travel Allowance**

You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

#### **3. Food Card**

You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias. As per the Pre-Defined structure you will be eligible for a Food Card with an amount of ₹500/- being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.



## **PERFORMANCE PAY**

### **Monthly Performance Pay**

You will receive a monthly performance pay of ₹1,700/-. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

### **Quarterly Variable Allowance**

Your variable allowance will be ₹600/- per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

## **CITY ALLOWANCE**

You will be eligible for a City Allowance of ₹200/- per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

## **XPLORE/ LEARNING INCENTIVES**

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

## **OTHER BENEFITS**

### **Health Insurance Scheme**

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:



## **1. Basic Cover**

i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.

ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

## **2. Higher Hospitalisation**

Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

## **Maternity Leave**

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

## **Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)**

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

## **Loans**

You will be eligible for loans, as per TCSL's loan policy.

## **Professional Memberships**

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.



## **RETIRALS**

### **Provident Fund**

You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

### **Gratuity**

You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

## **TERMS AND CONDITIONS**

### **1. Aggregate Percentage Requirements**

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

### **2. Pre requisites for Joining**

To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.



### **3. Training Period**

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

### **4. Working Hours**

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

### **5. Mobility**

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

### **6. Compensation Structure / Salary components**

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

### **7. Increments and Promotions**

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

### **8. Alternative Occupation / Employment**

Either during the period of your traineeship or during the period of your employment as a





confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

## **9. Confidentiality Agreement**

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

## **10. Service Agreement**

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

## **11. Work in SBWS mode**

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.

## **12. Overseas International Assignment Agreement**

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related



documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

### **13. Terms and Conditions**

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

### **14. TATA Code of Conduct**

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

### **15. Notice Period**

Upon your confirmation, this contract of employment is terminable by you by giving 90 days notice in writing to TCSL. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion.

Upon your confirmation, this contract of employment may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

It is understood, agreed and made abundantly clear herein that you shall have to necessarily work during the notice period given by TCSL under this clause, unless you are otherwise relieved by TCSL by giving you payment in lieu of notice.

Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by it at its own discretion having regard to the responsibilities shouldered by you while being in the employment of TCS.

### **16. Retirement**

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

### **17. Pre-employment Medical Certificate**

You are required to submit a Medical Certificate of Fitness (in the format prescribed by



TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

## 18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

## 19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining. If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

## 20. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)





- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :

\*There is no criminal offence registered/pending against you

\*There is no disciplinary case pending against you in the university

- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

\*PAN Card (Permanent Account Number)

\*Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)

\*Passport

\*NSR E-Card

## **21. TCS Xperience Program**

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

## **22. Letter of Appointment**

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

## **23. Rules and Regulations of the Company**

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from



time to time. The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

## **24. Compliance to all clauses**

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

## **25. Data Privacy Clause:**

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of overseas deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

**Withdrawal of Offer**

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

**For TATA Consultancy Services Limited**

**Girish V. Nandimath**  
**Global Head Talent Acquisition & AIP**



[Click here](#) or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary  
Annexure 2: List of TCS Xplore Centres  
Annexure 3: Confidentiality and IP Terms



## GROSS SALARY SHEET

Annexure 1

|                       |                                          |
|-----------------------|------------------------------------------|
| <b>Name</b>           | <b>PARTHA SARATHI M</b>                  |
| <b>Designation</b>    | <b>Assistant System Engineer-Trainee</b> |
| <b>Institute Name</b> | <b>Others</b>                            |

Table 1: Compensation Details (All Components in INR)

| <b>Component Category</b>             | <b>Monthly</b> | <b>Annual</b> |
|---------------------------------------|----------------|---------------|
| <b>1) Fixed Compensation</b>          |                |               |
| Basic Salary                          | 14,784         | 1,77,408      |
| Bouquet Of Benefits #                 | 7,646          | 91,752        |
| <b>2) Performance Pay**</b>           |                |               |
| Monthly Performance Pay               | 1,700          | 20,400        |
| Quarterly Variable Allowance*         | 600            | 7,200         |
| <b>3) City Allowance</b>              | 200            | 2,400         |
| <b>4) Annual Components/Retirals</b>  |                |               |
| Health Insurance***                   | NA             | 7,900         |
| Provident Fund                        | 1,774          | 21,289        |
| Gratuity                              | 711            | 8,533         |
| Total of Annual Components & Retirals | 2,485          | 37,722        |
| <b>TOTAL GROSS</b>                    | 27,415         | 190926        |
| <b>Xplore/ Learning Incentive****</b> |                | Upto 60,000   |

# Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

\* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

\*\*The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

\*\*\* For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

\*\*\*\* Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

| <b>Component Category</b>        | <b>Monthly</b> | <b>Annual</b> |
|----------------------------------|----------------|---------------|
| House Rent Allowance             | 5,914          | 70,968        |
| Leave Travel Assistance          | 1,232          | 14,784        |
| Food Card                        | 500            | 6,000         |
| <b>GROSS BOUQUET OF BENEFITS</b> | 7,646          | 91,752        |





## Annexure 2

|                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                       |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Ahmedabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Garima Park, IT/ITES SEZ, Plot # 41,<br>Gandhinagar - 382007                                                                                                                                                                               | <b>Bangalore</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Gate 1, No 42, Think campus, Electronic City phase II,<br>Bangalore - 560100, Karnataka                                                                                           |
| <b>BUBANESHWAR</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Training Lab Venue: Barabati, IRC Block, Ground Floor,<br>Tata Consultancy Services Limited, (UNIT-II) - BARBATI<br>SEZ, IT/ITES SPECIAL ECONOMIC ZONE (SEZ), PLOT NO.<br>35, CHANDAKA INDUSTRIAL ESTATE, PATIA,<br>Bhubaneswar - 751024 | <b>Chennai</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>415/21-24, Kumaran Nagar, Old Mahabalipuram Rd,<br>TNHB, Sholinganallur, Chennai, Tamil Nadu 600119                                                                                 |
| <b>DELHI – Gurgaon</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Block C, Kings Canyon, ASF Insignia, Gurgaon -<br>Faridabad Road, Gawal Pahari, Gurgaon - 122003,<br>Haryana                                                                                                                         | <b>DELHI – Noida</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. A-44 & A-45, Ground, 1st to 5th Floor & 10th<br>floor, Galaxy Business Park, Block - C & D, Sector - 62,<br>Noida - 201 309, UP                                      |
| <b>Guwahati</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>5th Floor, NEDFi House, G.S. Road, Dispur, Guwahati -<br>781006, Assam                                                                                                                                                                      | <b>Hyderabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Q City, Nanakramguda, Hyderabad                                                                                                                                                   |
| <b>INDORE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor,<br>Village Tigariya Badshah & Bada Bangarde, Tehsil<br>Hatod, Indore - 452018,<br>Madhya Pradesh                                                                                         | <b>KOLKATA</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Ecospace 1B building, 2nd Floor, Plot - IIF/12, New<br>Town, Rajarhat, Kolkata - 700160, West Bengal OR<br>Auditorium, 2nd Floor, Wanderers Building, Delta Park -<br>Lords |
| <b>KOCHI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>TCS centre, Infopark Road Infopark Campus, Infopark,<br>Kakkanad, Kerala 682042                                                                                                                                                                | <b>MUMBAI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Yantra Park, Pokharan Road Number 2, TCS Approach<br>Rd, Thane, West, Thane, Maharashtra 400606                                                                                      |
| <b>NAGPUR</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,                                                                                                                                                                                       | <b>PUNE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park,<br>Hinjewadi Phase III, Pune - 411057, Maharashtra                                                                               |
| <b>Trivandrum</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Peepul Park, Technopark Campus, Kariyavattom P.O,<br>Trivandrum - 695581, India                                                                                                                                                           |                                                                                                                                                                                                                                                       |



## Annexure 3

### Confidentiality and IP Terms and Conditions

#### 1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.



## **2. Associate's Obligations**

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

## **3. Intellectual Property Rights**

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filing or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.



#### **4. Prior knowledge**

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

#### **5. Use of third party material**

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

#### **6. Security policies and Guidelines.**

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

#### **7. Working in SBWS Framework:**

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.





(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

## **8. Restriction on Associate's Rights**

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

## **9. No License**

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.



## 10. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

## 11. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay or omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.



(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.



## Offer: Computer Consultancy

Dear PATEL MUHAMMED SUFYAN,

### Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade **Y**. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be ₹**190926/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year. Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &

TCS Confidential

TCSL/DT20218279501

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**TATA CONSULTANCY SERVICES**

VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore 560 066 India

Tel: 91 80 6724 7000 Fax: 91 80 2841 0114 Website: [www.tcs.com](http://www.tcs.com)

Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021

TCS Careers Serviceline: 1800 209 3111 Email: [careers@tcs.com](mailto:careers@tcs.com)



Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

## **COMPENSATION AND BENEFITS**

### **BASIC SALARY**

You will be eligible for a basic salary of ₹14,784/- per month.

### **BOUQUET OF BENEFITS (BoB)**

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

#### **1. House Rent Allowance (HRA)**

Your HRA will be ₹5,914/- per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

#### **2. Leave Travel Allowance**

You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

#### **3. Food Card**

You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias. As per the Pre-Defined structure you will be eligible for a Food Card with an amount of ₹500/- being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.



## **PERFORMANCE PAY**

### **Monthly Performance Pay**

You will receive a monthly performance pay of ₹1,700/-. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

### **Quarterly Variable Allowance**

Your variable allowance will be ₹600/- per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

## **CITY ALLOWANCE**

You will be eligible for a City Allowance of ₹200/- per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

## **XPLORE/ LEARNING INCENTIVES**

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

## **OTHER BENEFITS**

### **Health Insurance Scheme**

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:





## **1. Basic Cover**

- i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.
- ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

## **2. Higher Hospitalisation**

Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

- i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.
- ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

## **Maternity Leave**

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

## **Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)**

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

## **Loans**

You will be eligible for loans, as per TCSL's loan policy.

## **Professional Memberships**

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.



## **RETIRALS**

### **Provident Fund**

You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

### **Gratuity**

You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

## **TERMS AND CONDITIONS**

### **1. Aggregate Percentage Requirements**

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

### **2. Pre requisites for Joining**

To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.





### **3. Training Period**

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

### **4. Working Hours**

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

### **5. Mobility**

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

### **6. Compensation Structure / Salary components**

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

### **7. Increments and Promotions**

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

### **8. Alternative Occupation / Employment**

Either during the period of your traineeship or during the period of your employment as a



confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

## **9. Confidentiality Agreement**

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

## **10. Service Agreement**

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

## **11. Work in SBWS mode**

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.

## **12. Overseas International Assignment Agreement**

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related



documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

### **13. Terms and Conditions**

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

### **14. TATA Code of Conduct**

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

### **15. Notice Period**

Upon your confirmation, this contract of employment is terminable by you by giving 90 days notice in writing to TCSL. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion.

Upon your confirmation, this contract of employment may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

It is understood, agreed and made abundantly clear herein that you shall have to necessarily work during the notice period given by TCSL under this clause, unless you are otherwise relieved by TCSL by giving you payment in lieu of notice.

Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by it at its own discretion having regard to the responsibilities shouldered by you while being in the employment of TCS.

### **16. Retirement**

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

### **17. Pre-employment Medical Certificate**

You are required to submit a Medical Certificate of Fitness (in the format prescribed by



TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

## 18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

## 19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining. If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

## 20. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)





- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :

\*There is no criminal offence registered/pending against you

\*There is no disciplinary case pending against you in the university

- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

\*PAN Card (Permanent Account Number)

\*Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)

\*Passport

\*NSR E-Card

## **21. TCS Xperience Program**

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

## **22. Letter of Appointment**

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

## **23. Rules and Regulations of the Company**

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from



time to time. The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

## **24. Compliance to all clauses**

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

## **25. Data Privacy Clause:**

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of overseas deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

**Withdrawal of Offer**

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

**For TATA Consultancy Services Limited**

**Girish V. Nandimath**  
**Global Head Talent Acquisition & AIP**



[Click here](#) or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary  
Annexure 2: List of TCS Xplore Centres  
Annexure 3: Confidentiality and IP Terms



## GROSS SALARY SHEET

Annexure 1

|                       |                                          |
|-----------------------|------------------------------------------|
| <b>Name</b>           | <b>PATEL MUHAMMED SUFYAN</b>             |
| <b>Designation</b>    | <b>Assistant System Engineer-Trainee</b> |
| <b>Institute Name</b> | <b>Others</b>                            |

Table 1: Compensation Details (All Components in INR)

| <b>Component Category</b>             | <b>Monthly</b> | <b>Annual</b> |
|---------------------------------------|----------------|---------------|
| <b>1) Fixed Compensation</b>          |                |               |
| Basic Salary                          | 14,784         | 1,77,408      |
| Bouquet Of Benefits #                 | 7,646          | 91,752        |
| <b>2) Performance Pay**</b>           |                |               |
| Monthly Performance Pay               | 1,700          | 20,400        |
| Quarterly Variable Allowance*         | 600            | 7,200         |
| <b>3) City Allowance</b>              | 200            | 2,400         |
| <b>4) Annual Components/Retirals</b>  |                |               |
| Health Insurance***                   | NA             | 7,900         |
| Provident Fund                        | 1,774          | 21,289        |
| Gratuity                              | 711            | 8,533         |
| Total of Annual Components & Retirals | 2,485          | 37,722        |
| <b>TOTAL GROSS</b>                    | 27,415         | 190926        |
| <b>Xplore/ Learning Incentive****</b> |                | Upto 60,000   |

# Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

\* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

\*\*The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

\*\*\* For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

\*\*\*\* Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

| <b>Component Category</b>        | <b>Monthly</b> | <b>Annual</b> |
|----------------------------------|----------------|---------------|
| House Rent Allowance             | 5,914          | 70,968        |
| Leave Travel Assistance          | 1,232          | 14,784        |
| Food Card                        | 500            | 6,000         |
| <b>GROSS BOUQUET OF BENEFITS</b> | 7,646          | 91,752        |





## Annexure 2

|                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                       |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Ahmedabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Garima Park, IT/ITES SEZ, Plot # 41,<br>Gandhinagar - 382007                                                                                                                                                                                 | <b>Bangalore</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Gate 1, No 42, Think campus, Electronic City phase II,<br>Bangalore - 560100, Karnataka                                                                                           |
| <b>BUBANESHWAR</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Training Lab Venue: Barabati, IRC Block, Ground Floor,<br>Tata Consultancy Services Limited, (UNIT-II) - BARBATI<br>SEZ, IT/ITES - SPECIAL ECONOMIC ZONE (SEZ), PLOT NO.<br>35, CHANDAKA INDUSTRIAL ESTATE, PATIA,<br>Bhubaneswar - 751024 | <b>Chennai</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>415/21-24, Kumaran Nagar, Old Mahabalipuram Rd,<br>TNHB, Sholinganallur, Chennai, Tamil Nadu 600119                                                                                 |
| <b>DELHI – Gurgaon</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Block C, Kings Canyon, ASF Insignia, Gurgaon -<br>Faridabad Road, Gawal Pahari, Gurgaon - 122003,<br>Haryana                                                                                                                           | <b>DELHI – Noida</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. A-44 & A-45, Ground, 1st to 5th Floor & 10th<br>floor, Galaxy Business Park, Block - C & D, Sector - 62,<br>Noida - 201 309, UP                                      |
| <b>Guwahati</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>5th Floor, NEDFi House, G.S. Road, Dispur, Guwahati -<br>781006, Assam                                                                                                                                                                        | <b>Hyderabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Q City, Nanakramguda, Hyderabad                                                                                                                                                   |
| <b>INDORE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor,<br>Village Tigariya Badshah & Bada Bangarde, Tehsil<br>Hatod, Indore - 452018,<br>Madhya Pradesh                                                                                           | <b>KOLKATA</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Ecospace 1B building, 2nd Floor, Plot - IIF/12, New<br>Town, Rajarhat, Kolkata - 700160, West Bengal OR<br>Auditorium, 2nd Floor, Wanderers Building, Delta Park -<br>Lords |
| <b>KOCHI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>TCS centre, Infopark Road Infopark Campus, Infopark,<br>Kakkanad, Kerala 682042                                                                                                                                                                  | <b>MUMBAI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Yantra Park, Pokharan Road Number 2, TCS Approach<br>Rd, Thane, West, Thane, Maharashtra 400606                                                                                      |
| <b>NAGPUR</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,                                                                                                                                                                                         | <b>PUNE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park,<br>Hinjewadi Phase III, Pune - 411057, Maharashtra                                                                               |
| <b>Trivandrum</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Peepul Park, Technopark Campus, Kariyavattom P.O,<br>Trivandrum - 695581, India                                                                                                                                                             |                                                                                                                                                                                                                                                       |



## Annexure 3

### Confidentiality and IP Terms and Conditions

#### 1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.



## **2. Associate's Obligations**

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

## **3. Intellectual Property Rights**

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filing or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.



#### **4. Prior knowledge**

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

#### **5. Use of third party material**

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

#### **6. Security policies and Guidelines.**

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

#### **7. Working in SBWS Framework:**

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.





(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

## **8. Restriction on Associate's Rights**

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

## **9. No License**

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.



## 10. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

## 11. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay or omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.



(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.



## Offer: Computer Consultancy

Dear PAVAN KUMAR G,

### Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade **Y**. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be ₹**190926/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year. Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &

TCS Confidential

TCSL/DT20218279501

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**TATA CONSULTANCY SERVICES**

VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore 560 066 India  
Tel: 91 80 6724 7000 Fax: 91 80 2841 0114 Website: [www.tcs.com](http://www.tcs.com)  
Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021  
TCS Careers Serviceline: 1800 209 3111 Email: [careers@tcs.com](mailto:careers@tcs.com)





Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

## **COMPENSATION AND BENEFITS**

### **BASIC SALARY**

You will be eligible for a basic salary of ₹14,784/- per month.

### **BOUQUET OF BENEFITS (BoB)**

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

#### **1. House Rent Allowance (HRA)**

Your HRA will be ₹5,914/- per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

#### **2. Leave Travel Allowance**

You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

#### **3. Food Card**

You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias. As per the Pre-Defined structure you will be eligible for a Food Card with an amount of ₹500/- being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.



## **PERFORMANCE PAY**

### **Monthly Performance Pay**

You will receive a monthly performance pay of ₹1,700/-. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

### **Quarterly Variable Allowance**

Your variable allowance will be ₹600/- per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

## **CITY ALLOWANCE**

You will be eligible for a City Allowance of ₹200/- per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

## **XPLORE/ LEARNING INCENTIVES**

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

## **OTHER BENEFITS**

### **Health Insurance Scheme**

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:



## **1. Basic Cover**

i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.

ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

## **2. Higher Hospitalisation**

Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

## **Maternity Leave**

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother, may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

## **Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)**

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

## **Loans**

You will be eligible for loans, as per TCSL's loan policy.

## **Professional Memberships**

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.



## **RETIRALS**

### **Provident Fund**

You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

### **Gratuity**

You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

## **TERMS AND CONDITIONS**

### **1. Aggregate Percentage Requirements**

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

### **2. Pre requisites for Joining**

To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.



### **3. Training Period**

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

### **4. Working Hours**

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

### **5. Mobility**

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

### **6. Compensation Structure / Salary components**

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

### **7. Increments and Promotions**

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

### **8. Alternative Occupation / Employment**

Either during the period of your traineeship or during the period of your employment as a





confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

## **9. Confidentiality Agreement**

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

## **10. Service Agreement**

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

## **11. Work in SBWS mode**

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.

## **12. Overseas International Assignment Agreement**

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related



documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

### **13. Terms and Conditions**

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

### **14. TATA Code of Conduct**

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

### **15. Notice Period**

Upon your confirmation, this contract of employment is terminable by you by giving 90 days notice in writing to TCSL. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion.

Upon your confirmation, this contract of employment may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

It is understood, agreed and made abundantly clear herein that you shall have to necessarily work during the notice period given by TCSL under this clause, unless you are otherwise relieved by TCSL by giving you payment in lieu of notice.

Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by it at its own discretion having regard to the responsibilities shouldered by you while being in the employment of TCS.

### **16. Retirement**

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

### **17. Pre-employment Medical Certificate**

You are required to submit a Medical Certificate of Fitness (in the format prescribed by



TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

## 18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

## 19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining. If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

## 20. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)





- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :

\*There is no criminal offence registered/pending against you

\*There is no disciplinary case pending against you in the university

- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

\*PAN Card (Permanent Account Number)

\*Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)

\*Passport

\*NSR E-Card

## **21. TCS Xperience Program**

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

## **22. Letter of Appointment**

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

## **23. Rules and Regulations of the Company**

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from



time to time. The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

## **24. Compliance to all clauses**

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

## **25. Data Privacy Clause:**

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of overseas deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

**Withdrawal of Offer**

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

**For TATA Consultancy Services Limited**

**Girish V. Nandimath**  
**Global Head Talent Acquisition & AIP**



[Click here](#) or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary  
Annexure 2: List of TCS Xplore Centres  
Annexure 3: Confidentiality and IP Terms



## GROSS SALARY SHEET

Annexure 1

|                       |                                          |
|-----------------------|------------------------------------------|
| <b>Name</b>           | <b>PAVAN KUMAR G</b>                     |
| <b>Designation</b>    | <b>Assistant System Engineer-Trainee</b> |
| <b>Institute Name</b> | <b>Others</b>                            |

Table 1: Compensation Details (All Components in INR)

| <b>Component Category</b>             | <b>Monthly</b> | <b>Annual</b> |
|---------------------------------------|----------------|---------------|
| <b>1) Fixed Compensation</b>          |                |               |
| Basic Salary                          | 14,784         | 1,77,408      |
| Bouquet Of Benefits #                 | 7,646          | 91,752        |
| <b>2) Performance Pay**</b>           |                |               |
| Monthly Performance Pay               | 1,700          | 20,400        |
| Quarterly Variable Allowance*         | 600            | 7,200         |
| <b>3) City Allowance</b>              | 200            | 2,400         |
| <b>4) Annual Components/Retirals</b>  |                |               |
| Health Insurance***                   | NA             | 7,900         |
| Provident Fund                        | 1,774          | 21,289        |
| Gratuity                              | 711            | 8,533         |
| Total of Annual Components & Retirals | 2,485          | 37,722        |
| <b>TOTAL GROSS</b>                    | 27,415         | 190926        |
| <b>Xplore/ Learning Incentive****</b> |                | Upto 60,000   |

# Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

\* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

\*\*The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

\*\*\* For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

\*\*\*\* Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

| <b>Component Category</b>        | <b>Monthly</b> | <b>Annual</b> |
|----------------------------------|----------------|---------------|
| House Rent Allowance             | 5,914          | 70,968        |
| Leave Travel Assistance          | 1,232          | 14,784        |
| Food Card                        | 500            | 6,000         |
| <b>GROSS BOUQUET OF BENEFITS</b> | 7,646          | 91,752        |





## Annexure 2

|                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                       |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Ahmedabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Garima Park, IT/ITES SEZ, Plot # 41,<br>Gandhinagar - 382007                                                                                                                                                                               | <b>Bangalore</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Gate 1, No 42, Think campus, Electronic City phase II,<br>Bangalore - 560100, Karnataka                                                                                           |
| <b>BUBANESHWAR</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Training Lab Venue: Barabati, IRC Block, Ground Floor,<br>Tata Consultancy Services Limited, (UNIT-II) - BARBATI<br>SEZ, IT/ITES SPECIAL ECONOMIC ZONE (SEZ), PLOT NO.<br>35, CHANDAKA INDUSTRIAL ESTATE, PATIA,<br>Bhubaneswar - 751024 | <b>Chennai</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>415/21-24, Kumaran Nagar, Old Mahabalipuram Rd,<br>TNHB, Sholinganallur, Chennai, Tamil Nadu 600119                                                                                 |
| <b>DELHI – Gurgaon</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Block C, Kings Canyon, ASF Insignia, Gurgaon -<br>Faridabad Road, Gawal Pahari, Gurgaon - 122003,<br>Haryana                                                                                                                         | <b>DELHI – Noida</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. A-44 & A-45, Ground, 1st to 5th Floor & 10th<br>floor, Galaxy Business Park, Block - C & D, Sector - 62,<br>Noida - 201 309, UP                                      |
| <b>Guwahati</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>5th Floor, NEDFi House, G.S. Road, Dispur, Guwahati -<br>781006, Assam                                                                                                                                                                      | <b>Hyderabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Q City, Nanakramguda, Hyderabad                                                                                                                                                   |
| <b>INDORE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor,<br>Village Tigariya Badshah & Bada Bangarde, Tehsil<br>Hatod, Indore - 452018,<br>Madhya Pradesh                                                                                         | <b>KOLKATA</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Ecospace 1B building, 2nd Floor, Plot - IIF/12, New<br>Town, Rajarhat, Kolkata - 700160, West Bengal OR<br>Auditorium, 2nd Floor, Wanderers Building, Delta Park -<br>Lords |
| <b>KOCHI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>TCS centre, Infopark Road Infopark Campus, Infopark,<br>Kakkanad, Kerala 682042                                                                                                                                                                | <b>MUMBAI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Yantra Park, Pokharan Road Number 2, TCS Approach<br>Rd, Thane, West, Thane, Maharashtra 400606                                                                                      |
| <b>NAGPUR</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,                                                                                                                                                                                       | <b>PUNE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park,<br>Hinjewadi Phase III, Pune - 411057, Maharashtra                                                                               |
| <b>Trivandrum</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Peepul Park, Technopark Campus, Kariyavattom P.O,<br>Trivandrum - 695581, India                                                                                                                                                           |                                                                                                                                                                                                                                                       |



## Annexure 3

### Confidentiality and IP Terms and Conditions

#### 1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.



## **2. Associate's Obligations**

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

## **3. Intellectual Property Rights**

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filing or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.



#### **4. Prior knowledge**

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

#### **5. Use of third party material**

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

#### **6. Security policies and Guidelines.**

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

#### **7. Working in SBWS Framework:**

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.





(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

## **8. Restriction on Associate's Rights**

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

## **9. No License**

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.



## 10. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

## 11. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay or omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.



(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.



## **Offer: Computer Consultancy**

Dear PHILOMEN M ANTHONY,

### **Sub: Letter of Offer**

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade **Y**. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be ₹**190926/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year. Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &

**TCS Confidential**

**TCSL/DT20218279501**

**1**

**TATA CONSULTANCY SERVICES**

VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore 560 066 India

Tel: 91 80 6724 7000 Fax: 91 80 2841 0114 Website: [www.tcs.com](http://www.tcs.com)

Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021

TCS Careers Serviceline: 1800 209 3111 Email: [careers@tcs.com](mailto:careers@tcs.com)



Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

## **COMPENSATION AND BENEFITS**

### **BASIC SALARY**

You will be eligible for a basic salary of ₹14,784/- per month.

### **BOUQUET OF BENEFITS (BoB)**

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

#### **1. House Rent Allowance (HRA)**

Your HRA will be ₹5,914/- per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

#### **2. Leave Travel Allowance**

You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

#### **3. Food Card**

You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias. As per the Pre-Defined structure you will be eligible for a Food Card with an amount of ₹500/- being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.



## **PERFORMANCE PAY**

### **Monthly Performance Pay**

You will receive a monthly performance pay of ₹1,700/-. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

### **Quarterly Variable Allowance**

Your variable allowance will be ₹600/- per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

## **CITY ALLOWANCE**

You will be eligible for a City Allowance of ₹200/- per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

## **XPLORE/ LEARNING INCENTIVES**

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

## **OTHER BENEFITS**

### **Health Insurance Scheme**

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:





## **1. Basic Cover**

- i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.
- ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

## **2. Higher Hospitalisation**

Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

- i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.
- ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

## **Maternity Leave**

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

## **Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)**

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

## **Loans**

You will be eligible for loans, as per TCSL's loan policy.

## **Professional Memberships**

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.



## **RETIRALS**

### **Provident Fund**

You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

### **Gratuity**

You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

## **TERMS AND CONDITIONS**

### **1. Aggregate Percentage Requirements**

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

### **2. Pre requisites for Joining**

To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.





### **3. Training Period**

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

### **4. Working Hours**

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

### **5. Mobility**

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

### **6. Compensation Structure / Salary components**

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

### **7. Increments and Promotions**

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

### **8. Alternative Occupation / Employment**

Either during the period of your traineeship or during the period of your employment as a



confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

## **9. Confidentiality Agreement**

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

## **10. Service Agreement**

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

## **11. Work in SBWS mode**

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.

## **12. Overseas International Assignment Agreement**

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related



documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

### **13. Terms and Conditions**

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

### **14. TATA Code of Conduct**

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

### **15. Notice Period**

Upon your confirmation, this contract of employment is terminable by you by giving 90 days notice in writing to TCSL. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion.

Upon your confirmation, this contract of employment may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

It is understood, agreed and made abundantly clear herein that you shall have to necessarily work during the notice period given by TCSL under this clause, unless you are otherwise relieved by TCSL by giving you payment in lieu of notice.

Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by it at its own discretion having regard to the responsibilities shouldered by you while being in the employment of TCS.

### **16. Retirement**

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

### **17. Pre-employment Medical Certificate**

You are required to submit a Medical Certificate of Fitness (in the format prescribed by



TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

## 18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

## 19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining. If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

## 20. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)





- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :

\*There is no criminal offence registered/pending against you

\*There is no disciplinary case pending against you in the university

- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

\*PAN Card (Permanent Account Number)

\*Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)

\*Passport

\*NSR E-Card

## **21. TCS Xperience Program**

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

## **22. Letter of Appointment**

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

## **23. Rules and Regulations of the Company**

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from



time to time. The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

## **24. Compliance to all clauses**

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

## **25. Data Privacy Clause:**

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of overseas deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

**Withdrawal of Offer**

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

**For TATA Consultancy Services Limited**

**Girish V. Nandimath**  
**Global Head Talent Acquisition & AIP**



[Click here](#) or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary  
Annexure 2: List of TCS Xplore Centres  
Annexure 3: Confidentiality and IP Terms



## GROSS SALARY SHEET

Annexure 1

|                       |                                          |
|-----------------------|------------------------------------------|
| <b>Name</b>           | <b>PHILOMEN M ANTHONY</b>                |
| <b>Designation</b>    | <b>Assistant System Engineer-Trainee</b> |
| <b>Institute Name</b> | <b>Others</b>                            |

Table 1: Compensation Details (All Components in INR)

| <b>Component Category</b>             | <b>Monthly</b> | <b>Annual</b> |
|---------------------------------------|----------------|---------------|
| <b>1) Fixed Compensation</b>          |                |               |
| Basic Salary                          | 14,784         | 1,77,408      |
| Bouquet Of Benefits #                 | 7,646          | 91,752        |
| <b>2) Performance Pay**</b>           |                |               |
| Monthly Performance Pay               | 1,700          | 20,400        |
| Quarterly Variable Allowance*         | 600            | 7,200         |
| <b>3) City Allowance</b>              | 200            | 2,400         |
| <b>4) Annual Components/Retirals</b>  |                |               |
| Health Insurance***                   | NA             | 7,900         |
| Provident Fund                        | 1,774          | 21,289        |
| Gratuity                              | 711            | 8,533         |
| Total of Annual Components & Retirals | 2,485          | 37,722        |
| <b>TOTAL GROSS</b>                    | 27,415         | 190926        |
| <b>Xplore/ Learning Incentive****</b> |                | Upto 60,000   |

# Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

\* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

\*\*The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

\*\*\* For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

\*\*\*\* Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

| <b>Component Category</b>        | <b>Monthly</b> | <b>Annual</b> |
|----------------------------------|----------------|---------------|
| House Rent Allowance             | 5,914          | 70,968        |
| Leave Travel Assistance          | 1,232          | 14,784        |
| Food Card                        | 500            | 6,000         |
| <b>GROSS BOUQUET OF BENEFITS</b> | 7,646          | 91,752        |





## Annexure 2

|                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                       |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Ahmedabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Garima Park, IT/ITES SEZ, Plot # 41,<br>Gandhinagar - 382007                                                                                                                                                                               | <b>Bangalore</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Gate 1, No 42, Think campus, Electronic City phase II,<br>Bangalore - 560100, Karnataka                                                                                           |
| <b>BUBANESHWAR</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Training Lab Venue: Barabati, IRC Block, Ground Floor,<br>Tata Consultancy Services Limited, (UNIT-II) - BARBATI<br>SEZ, IT/ITES SPECIAL ECONOMIC ZONE (SEZ), PLOT NO.<br>35, CHANDAKA INDUSTRIAL ESTATE, PATIA,<br>Bhubaneswar - 751024 | <b>Chennai</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>415/21-24, Kumaran Nagar, Old Mahabalipuram Rd,<br>TNHB, Sholinganallur, Chennai, Tamil Nadu 600119                                                                                 |
| <b>DELHI – Gurgaon</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Block C, Kings Canyon, ASF Insignia, Gurgaon -<br>Faridabad Road, Gawal Pahari, Gurgaon - 122003,<br>Haryana                                                                                                                         | <b>DELHI – Noida</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. A-44 & A-45, Ground, 1st to 5th Floor & 10th<br>floor, Galaxy Business Park, Block - C & D, Sector - 62,<br>Noida - 201 309, UP                                      |
| <b>Guwahati</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>5th Floor, NEDFi House, G.S. Road, Dispur, Guwahati -<br>781006, Assam                                                                                                                                                                      | <b>Hyderabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Q City, Nanakramguda, Hyderabad                                                                                                                                                   |
| <b>INDORE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor,<br>Village Tigariya Badshah & Bada Bangarde, Tehsil<br>Hatod, Indore - 452018,<br>Madhya Pradesh                                                                                         | <b>KOLKATA</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Ecospace 1B building, 2nd Floor, Plot - IIF/12, New<br>Town, Rajarhat, Kolkata - 700160, West Bengal OR<br>Auditorium, 2nd Floor, Wanderers Building, Delta Park -<br>Lords |
| <b>KOCHI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>TCS centre, Infopark Road Infopark Campus, Infopark,<br>Kakkanad, Kerala 682042                                                                                                                                                                | <b>MUMBAI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Yantra Park, Pokharan Road Number 2, TCS Approach<br>Rd, Thane, West, Thane, Maharashtra 400606                                                                                      |
| <b>NAGPUR</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,                                                                                                                                                                                       | <b>PUNE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park,<br>Hinjewadi Phase III, Pune - 411057, Maharashtra                                                                               |
| <b>Trivandrum</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Peepul Park, Technopark Campus, Kariyavattom P.O,<br>Trivandrum - 695581, India                                                                                                                                                           |                                                                                                                                                                                                                                                       |



## Annexure 3

### Confidentiality and IP Terms and Conditions

#### 1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.



## **2. Associate's Obligations**

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

## **3. Intellectual Property Rights**

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filing or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.



#### **4. Prior knowledge**

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

#### **5. Use of third party material**

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

#### **6. Security policies and Guidelines.**

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

#### **7. Working in SBWS Framework:**

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.





(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

## **8. Restriction on Associate's Rights**

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

## **9. No License**

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.



## 10. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

## 11. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay or omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.



(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.



## Offer: Computer Consultancy

Dear POORNIMA R,

### Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade **Y**. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be ₹**190926/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year. Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &





Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

## **COMPENSATION AND BENEFITS**

### **BASIC SALARY**

You will be eligible for a basic salary of ₹14,784/- per month.

### **BOUQUET OF BENEFITS (BoB)**

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

#### **1. House Rent Allowance (HRA)**

Your HRA will be ₹5,914/- per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

#### **2. Leave Travel Allowance**

You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

#### **3. Food Card**

You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias. As per the Pre-Defined structure you will be eligible for a Food Card with an amount of ₹500/- being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.



## **PERFORMANCE PAY**

### **Monthly Performance Pay**

You will receive a monthly performance pay of ₹1,700/-. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

### **Quarterly Variable Allowance**

Your variable allowance will be ₹600/- per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

## **CITY ALLOWANCE**

You will be eligible for a City Allowance of ₹200/- per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

## **XPLORE/ LEARNING INCENTIVES**

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

## **OTHER BENEFITS**

### **Health Insurance Scheme**

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:



## **1. Basic Cover**

i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.

ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

## **2. Higher Hospitalisation**

Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

## **Maternity Leave**

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

## **Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)**

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

## **Loans**

You will be eligible for loans, as per TCSL's loan policy.

## **Professional Memberships**

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.



## **RETIRALS**

### **Provident Fund**

You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

### **Gratuity**

You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

## **TERMS AND CONDITIONS**

### **1. Aggregate Percentage Requirements**

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

### **2. Pre requisites for Joining**

To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.



### **3. Training Period**

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

### **4. Working Hours**

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

### **5. Mobility**

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

### **6. Compensation Structure / Salary components**

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

### **7. Increments and Promotions**

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

### **8. Alternative Occupation / Employment**

Either during the period of your traineeship or during the period of your employment as a





confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

## **9. Confidentiality Agreement**

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

## **10. Service Agreement**

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

## **11. Work in SBWS mode**

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.

## **12. Overseas International Assignment Agreement**

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related



documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

### **13. Terms and Conditions**

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

### **14. TATA Code of Conduct**

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

### **15. Notice Period**

Upon your confirmation, this contract of employment is terminable by you by giving 90 days notice in writing to TCSL. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion.

Upon your confirmation, this contract of employment may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

It is understood, agreed and made abundantly clear herein that you shall have to necessarily work during the notice period given by TCSL under this clause, unless you are otherwise relieved by TCSL by giving you payment in lieu of notice.

Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by it at its own discretion having regard to the responsibilities shouldered by you while being in the employment of TCS.

### **16. Retirement**

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

### **17. Pre-employment Medical Certificate**

You are required to submit a Medical Certificate of Fitness (in the format prescribed by



TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

## 18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

## 19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining. If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

## 20. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)





- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :

\*There is no criminal offence registered/pending against you

\*There is no disciplinary case pending against you in the university

- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

\*PAN Card (Permanent Account Number)

\*Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)

\*Passport

\*NSR E-Card

## **21. TCS Xperience Program**

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

## **22. Letter of Appointment**

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

## **23. Rules and Regulations of the Company**

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from



time to time. The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

## **24. Compliance to all clauses**

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

## **25. Data Privacy Clause:**

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of overseas deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

**Withdrawal of Offer**

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

**For TATA Consultancy Services Limited**

**Girish V. Nandimath**  
**Global Head Talent Acquisition & AIP**



[Click here](#) or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary  
Annexure 2: List of TCS Xplore Centres  
Annexure 3: Confidentiality and IP Terms



## GROSS SALARY SHEET

Annexure 1

|                       |                                          |
|-----------------------|------------------------------------------|
| <b>Name</b>           | <b>POORNIMA R</b>                        |
| <b>Designation</b>    | <b>Assistant System Engineer-Trainee</b> |
| <b>Institute Name</b> | <b>Others</b>                            |

Table 1: Compensation Details (All Components in INR)

| <b>Component Category</b>             | <b>Monthly</b> | <b>Annual</b>      |
|---------------------------------------|----------------|--------------------|
| <b>1) Fixed Compensation</b>          |                |                    |
| Basic Salary                          | 14,784         | 1,77,408           |
| Bouquet Of Benefits #                 | 7,646          | 91,752             |
| <b>2) Performance Pay**</b>           |                |                    |
| Monthly Performance Pay               | 1,700          | 20,400             |
| Quarterly Variable Allowance*         | 600            | 7,200              |
| <b>3) City Allowance</b>              | 200            | 2,400              |
| <b>4) Annual Components/Retirals</b>  |                |                    |
| Health Insurance***                   | NA             | 7,900              |
| Provident Fund                        | 1,774          | 21,289             |
| Gratuity                              | 711            | 8,533              |
| Total of Annual Components & Retirals | 2,485          | 37,722             |
| <b>TOTAL GROSS</b>                    | <b>27,415</b>  | <b>190926</b>      |
| <b>Xplore/ Learning Incentive****</b> |                | <b>Upto 60,000</b> |

# Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

\* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

\*\*The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

\*\*\* For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

\*\*\*\* Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

| <b>Component Category</b>        | <b>Monthly</b> | <b>Annual</b> |
|----------------------------------|----------------|---------------|
| House Rent Allowance             | 5,914          | 70,968        |
| Leave Travel Assistance          | 1,232          | 14,784        |
| Food Card                        | 500            | 6,000         |
| <b>GROSS BOUQUET OF BENEFITS</b> | <b>7,646</b>   | <b>91,752</b> |





## Annexure 2

|                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                       |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Ahmedabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Garima Park, IT/ITES SEZ, Plot # 41,<br>Gandhinagar - 382007                                                                                                                                                                                 | <b>Bangalore</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Gate 1, No 42, Think campus, Electronic City phase II,<br>Bangalore - 560100, Karnataka                                                                                           |
| <b>BUBANESHWAR</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Training Lab Venue: Barabati, IRC Block, Ground Floor,<br>Tata Consultancy Services Limited, (UNIT-II) - BARBATI<br>SEZ, IT/ITES - SPECIAL ECONOMIC ZONE (SEZ), PLOT NO.<br>35, CHANDAKA INDUSTRIAL ESTATE, PATIA,<br>Bhubaneswar - 751024 | <b>Chennai</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>415/21-24, Kumaran Nagar, Old Mahabalipuram Rd,<br>TNHB, Sholinganallur, Chennai, Tamil Nadu 600119                                                                                 |
| <b>DELHI – Gurgaon</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Block C, Kings Canyon, ASF Insignia, Gurgaon -<br>Faridabad Road, Gawal Pahari, Gurgaon - 122003,<br>Haryana                                                                                                                           | <b>DELHI – Noida</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. A-44 & A-45, Ground, 1st to 5th Floor & 10th<br>floor, Galaxy Business Park, Block - C & D, Sector - 62,<br>Noida - 201 309, UP                                      |
| <b>Guwahati</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>5th Floor, NEDFi House, G.S. Road, Dispur, Guwahati -<br>781006, Assam                                                                                                                                                                        | <b>Hyderabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Q City, Nanakramguda, Hyderabad                                                                                                                                                   |
| <b>INDORE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor,<br>Village Tigariya Badshah & Bada Bangarde, Tehsil<br>Hatod, Indore - 452018,<br>Madhya Pradesh                                                                                           | <b>KOLKATA</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Ecospace 1B building, 2nd Floor, Plot - IIF/12, New<br>Town, Rajarhat, Kolkata - 700160, West Bengal OR<br>Auditorium, 2nd Floor, Wanderers Building, Delta Park -<br>Lords |
| <b>KOCHI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>TCS centre, Infopark Road Infopark Campus, Infopark,<br>Kakkanad, Kerala 682042                                                                                                                                                                  | <b>MUMBAI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Yantra Park, Pokharan Road Number 2, TCS Approach<br>Rd, Thane, West, Thane, Maharashtra 400606                                                                                      |
| <b>NAGPUR</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,                                                                                                                                                                                         | <b>PUNE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park,<br>Hinjewadi Phase III, Pune - 411057, Maharashtra                                                                               |
| <b>Trivandrum</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Peepul Park, Technopark Campus, Kariyavattom P.O,<br>Trivandrum - 695581, India                                                                                                                                                             |                                                                                                                                                                                                                                                       |



## Annexure 3

### Confidentiality and IP Terms and Conditions

#### 1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.



## **2. Associate's Obligations**

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

## **3. Intellectual Property Rights**

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filing or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.



#### **4. Prior knowledge**

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

#### **5. Use of third party material**

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

#### **6. Security policies and Guidelines.**

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

#### **7. Working in SBWS Framework:**

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.





(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

## **8. Restriction on Associate's Rights**

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

## **9. No License**

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.



## 10. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

## 11. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay or omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.



(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.



## **Offer: Computer Consultancy**

Dear PRASANTH S,

### **Sub: Letter of Offer**

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade **Y**. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be ₹**190926/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year. Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &



Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

## **COMPENSATION AND BENEFITS**

### **BASIC SALARY**

You will be eligible for a basic salary of ₹14,784/- per month.

### **BOUQUET OF BENEFITS (BoB)**

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

#### **1. House Rent Allowance (HRA)**

Your HRA will be ₹5,914/- per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

#### **2. Leave Travel Allowance**

You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

#### **3. Food Card**

You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias. As per the Pre-Defined structure you will be eligible for a Food Card with an amount of ₹500/- being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.



## **PERFORMANCE PAY**

### **Monthly Performance Pay**

You will receive a monthly performance pay of ₹1,700/-. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

### **Quarterly Variable Allowance**

Your variable allowance will be ₹600/- per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

## **CITY ALLOWANCE**

You will be eligible for a City Allowance of ₹200/- per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

## **XPLORE/ LEARNING INCENTIVES**

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

## **OTHER BENEFITS**

### **Health Insurance Scheme**

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:





## **1. Basic Cover**

i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.

ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

## **2. Higher Hospitalisation**

Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

## **Maternity Leave**

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

## **Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)**

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

## **Loans**

You will be eligible for loans, as per TCSL's loan policy.

## **Professional Memberships**

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.



## **RETIRALS**

### **Provident Fund**

You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

### **Gratuity**

You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

## **TERMS AND CONDITIONS**

### **1. Aggregate Percentage Requirements**

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

### **2. Pre requisites for Joining**

To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.





### **3. Training Period**

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

### **4. Working Hours**

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

### **5. Mobility**

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

### **6. Compensation Structure / Salary components**

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

### **7. Increments and Promotions**

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

### **8. Alternative Occupation / Employment**

Either during the period of your traineeship or during the period of your employment as a



confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

## **9. Confidentiality Agreement**

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

## **10. Service Agreement**

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

## **11. Work in SBWS mode**

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.

## **12. Overseas International Assignment Agreement**

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related



documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

### **13. Terms and Conditions**

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

### **14. TATA Code of Conduct**

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

### **15. Notice Period**

Upon your confirmation, this contract of employment is terminable by you by giving 90 days notice in writing to TCSL. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion.

Upon your confirmation, this contract of employment may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

It is understood, agreed and made abundantly clear herein that you shall have to necessarily work during the notice period given by TCSL under this clause, unless you are otherwise relieved by TCSL by giving you payment in lieu of notice.

Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by it at its own discretion having regard to the responsibilities shouldered by you while being in the employment of TCS.

### **16. Retirement**

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

### **17. Pre-employment Medical Certificate**

You are required to submit a Medical Certificate of Fitness (in the format prescribed by



TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

## 18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

## 19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining. If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

## 20. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)





- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :

\*There is no criminal offence registered/pending against you

\*There is no disciplinary case pending against you in the university

- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

\*PAN Card (Permanent Account Number)

\*Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)

\*Passport

\*NSR E-Card

## **21. TCS Xperience Program**

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

## **22. Letter of Appointment**

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

## **23. Rules and Regulations of the Company**

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from



time to time. The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

## **24. Compliance to all clauses**

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

## **25. Data Privacy Clause:**

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of overseas deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

**Withdrawal of Offer**

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

**For TATA Consultancy Services Limited**

**Girish V. Nandimath**  
**Global Head Talent Acquisition & AIP**



[Click here](#) or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary  
Annexure 2: List of TCS Xplore Centres  
Annexure 3: Confidentiality and IP Terms



## GROSS SALARY SHEET

Annexure 1

|                       |                                          |
|-----------------------|------------------------------------------|
| <b>Name</b>           | <b>PRASANTH S</b>                        |
| <b>Designation</b>    | <b>Assistant System Engineer-Trainee</b> |
| <b>Institute Name</b> | <b>Others</b>                            |

Table 1: Compensation Details (All Components in INR)

| <b>Component Category</b>             | <b>Monthly</b> | <b>Annual</b>      |
|---------------------------------------|----------------|--------------------|
| <b>1) Fixed Compensation</b>          |                |                    |
| Basic Salary                          | 14,784         | 1,77,408           |
| Bouquet Of Benefits #                 | 7,646          | 91,752             |
| <b>2) Performance Pay**</b>           |                |                    |
| Monthly Performance Pay               | 1,700          | 20,400             |
| Quarterly Variable Allowance*         | 600            | 7,200              |
| <b>3) City Allowance</b>              | 200            | 2,400              |
| <b>4) Annual Components/Retirals</b>  |                |                    |
| Health Insurance***                   | NA             | 7,900              |
| Provident Fund                        | 1,774          | 21,289             |
| Gratuity                              | 711            | 8,533              |
| Total of Annual Components & Retirals | 2,485          | 37,722             |
| <b>TOTAL GROSS</b>                    | <b>27,415</b>  | <b>190926</b>      |
| <b>Xplore/ Learning Incentive****</b> |                | <b>Upto 60,000</b> |

# Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

\* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

\*\*The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

\*\*\* For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

\*\*\*\* Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

| <b>Component Category</b>        | <b>Monthly</b> | <b>Annual</b> |
|----------------------------------|----------------|---------------|
| House Rent Allowance             | 5,914          | 70,968        |
| Leave Travel Assistance          | 1,232          | 14,784        |
| Food Card                        | 500            | 6,000         |
| <b>GROSS BOUQUET OF BENEFITS</b> | <b>7,646</b>   | <b>91,752</b> |





## Annexure 2

|                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                       |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Ahmedabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Garima Park, IT/ITES SEZ, Plot # 41,<br>Gandhinagar - 382007                                                                                                                                                                                 | <b>Bangalore</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Gate 1, No 42, Think campus, Electronic City phase II,<br>Bangalore - 560100, Karnataka                                                                                           |
| <b>BUBANESHWAR</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Training Lab Venue: Barabati, IRC Block, Ground Floor,<br>Tata Consultancy Services Limited, (UNIT-II) - BARBATI<br>SEZ, IT/ITES - SPECIAL ECONOMIC ZONE (SEZ), PLOT NO.<br>35, CHANDAKA INDUSTRIAL ESTATE, PATIA,<br>Bhubaneswar - 751024 | <b>Chennai</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>415/21-24, Kumaran Nagar, Old Mahabalipuram Rd,<br>TNHB, Sholinganallur, Chennai, Tamil Nadu 600119                                                                                 |
| <b>DELHI – Gurgaon</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Block C, Kings Canyon, ASF Insignia, Gurgaon -<br>Faridabad Road, Gawal Pahari, Gurgaon - 122003,<br>Haryana                                                                                                                           | <b>DELHI – Noida</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. A-44 & A-45, Ground, 1st to 5th Floor & 10th<br>floor, Galaxy Business Park, Block - C & D, Sector - 62,<br>Noida - 201 309, UP                                      |
| <b>Guwahati</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>5th Floor, NEDFi House, G.S. Road, Dispur, Guwahati -<br>781006, Assam                                                                                                                                                                        | <b>Hyderabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Q City, Nanakramguda, Hyderabad                                                                                                                                                   |
| <b>INDORE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor,<br>Village Tigariya Badshah & Bada Bangarde, Tehsil<br>Hatod, Indore - 452018,<br>Madhya Pradesh                                                                                           | <b>KOLKATA</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Ecospace 1B building, 2nd Floor, Plot - IIF/12, New<br>Town, Rajarhat, Kolkata - 700160, West Bengal OR<br>Auditorium, 2nd Floor, Wanderers Building, Delta Park -<br>Lords |
| <b>KOCHI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>TCS centre, Infopark Road Infopark Campus, Infopark,<br>Kakkanad, Kerala 682042                                                                                                                                                                  | <b>MUMBAI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Yantra Park, Pokharan Road Number 2, TCS Approach<br>Rd, Thane, West, Thane, Maharashtra 400606                                                                                      |
| <b>NAGPUR</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,                                                                                                                                                                                         | <b>PUNE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park,<br>Hinjewadi Phase III, Pune - 411057, Maharashtra                                                                               |
| <b>Trivandrum</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Peepul Park, Technopark Campus, Kariyavattom P.O,<br>Trivandrum - 695581, India                                                                                                                                                             |                                                                                                                                                                                                                                                       |



## Annexure 3

### Confidentiality and IP Terms and Conditions

#### 1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.



## **2. Associate's Obligations**

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

## **3. Intellectual Property Rights**

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filing or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.



#### **4. Prior knowledge**

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

#### **5. Use of third party material**

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

#### **6. Security policies and Guidelines.**

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

#### **7. Working in SBWS Framework:**

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.





(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

## **8. Restriction on Associate's Rights**

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

## **9. No License**

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.



## 10. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

## 11. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay or omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.



(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.



## Offer: Computer Consultancy

Dear PRAVEEN M,

### Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade **Y**. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be ₹**190926/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year. Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &

TCS Confidential

TCSL/DT20218279501

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**TATA CONSULTANCY SERVICES**

VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore 560 066 India

Tel: 91 80 6724 7000 Fax: 91 80 2841 0114 Website: [www.tcs.com](http://www.tcs.com)

Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021

TCS Careers Serviceline: 1800 209 3111 Email: [careers@tcs.com](mailto:careers@tcs.com)





Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

## **COMPENSATION AND BENEFITS**

### **BASIC SALARY**

You will be eligible for a basic salary of ₹14,784/- per month.

### **BOUQUET OF BENEFITS (BoB)**

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

#### **1. House Rent Allowance (HRA)**

Your HRA will be ₹5,914/- per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

#### **2. Leave Travel Allowance**

You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

#### **3. Food Card**

You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias. As per the Pre-Defined structure you will be eligible for a Food Card with an amount of ₹500/- being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.



## **PERFORMANCE PAY**

### **Monthly Performance Pay**

You will receive a monthly performance pay of ₹1,700/-. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

### **Quarterly Variable Allowance**

Your variable allowance will be ₹600/- per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

## **CITY ALLOWANCE**

You will be eligible for a City Allowance of ₹200/- per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

## **XPLORE/ LEARNING INCENTIVES**

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

## **OTHER BENEFITS**

### **Health Insurance Scheme**

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:



## **1. Basic Cover**

- i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.
- ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

## **2. Higher Hospitalisation**

Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

- i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.
- ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

## **Maternity Leave**

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother, may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

## **Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)**

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

## **Loans**

You will be eligible for loans, as per TCSL's loan policy.

## **Professional Memberships**

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.



## **RETIRALS**

### **Provident Fund**

You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

### **Gratuity**

You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

## **TERMS AND CONDITIONS**

### **1. Aggregate Percentage Requirements**

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

### **2. Pre requisites for Joining**

To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.



### **3. Training Period**

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

### **4. Working Hours**

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

### **5. Mobility**

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

### **6. Compensation Structure / Salary components**

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

### **7. Increments and Promotions**

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

### **8. Alternative Occupation / Employment**

Either during the period of your traineeship or during the period of your employment as a





confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

## **9. Confidentiality Agreement**

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

## **10. Service Agreement**

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

## **11. Work in SBWS mode**

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.

## **12. Overseas International Assignment Agreement**

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related



documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

### **13. Terms and Conditions**

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

### **14. TATA Code of Conduct**

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

### **15. Notice Period**

Upon your confirmation, this contract of employment is terminable by you by giving 90 days notice in writing to TCSL. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion.

Upon your confirmation, this contract of employment may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

It is understood, agreed and made abundantly clear herein that you shall have to necessarily work during the notice period given by TCSL under this clause, unless you are otherwise relieved by TCSL by giving you payment in lieu of notice.

Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by it at its own discretion having regard to the responsibilities shouldered by you while being in the employment of TCS.

### **16. Retirement**

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

### **17. Pre-employment Medical Certificate**

You are required to submit a Medical Certificate of Fitness (in the format prescribed by



TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

## 18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

## 19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining. If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

## 20. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)





- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :

\*There is no criminal offence registered/pending against you

\*There is no disciplinary case pending against you in the university

- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

\*PAN Card (Permanent Account Number)

\*Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)

\*Passport

\*NSR E-Card

## **21. TCS Xperience Program**

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

## **22. Letter of Appointment**

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

## **23. Rules and Regulations of the Company**

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from



time to time. The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

## **24. Compliance to all clauses**

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

## **25. Data Privacy Clause:**

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of overseas deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

**Withdrawal of Offer**

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

**For TATA Consultancy Services Limited**

**Girish V. Nandimath**  
**Global Head Talent Acquisition & AIP**



[Click here](#) or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary  
Annexure 2: List of TCS Xplore Centres  
Annexure 3: Confidentiality and IP Terms



## GROSS SALARY SHEET

Annexure 1

|                       |                                          |
|-----------------------|------------------------------------------|
| <b>Name</b>           | <b>PRAVEEN M</b>                         |
| <b>Designation</b>    | <b>Assistant System Engineer-Trainee</b> |
| <b>Institute Name</b> | <b>Others</b>                            |

Table 1: Compensation Details (All Components in INR)

| <b>Component Category</b>             | <b>Monthly</b> | <b>Annual</b> |
|---------------------------------------|----------------|---------------|
| <b>1) Fixed Compensation</b>          |                |               |
| Basic Salary                          | 14,784         | 1,77,408      |
| Bouquet Of Benefits #                 | 7,646          | 91,752        |
| <b>2) Performance Pay**</b>           |                |               |
| Monthly Performance Pay               | 1,700          | 20,400        |
| Quarterly Variable Allowance*         | 600            | 7,200         |
| <b>3) City Allowance</b>              | 200            | 2,400         |
| <b>4) Annual Components/Retirals</b>  |                |               |
| Health Insurance***                   | NA             | 7,900         |
| Provident Fund                        | 1,774          | 21,289        |
| Gratuity                              | 711            | 8,533         |
| Total of Annual Components & Retirals | 2,485          | 37,722        |
| <b>TOTAL GROSS</b>                    | 27,415         | 190926        |
| <b>Xplore/ Learning Incentive****</b> |                | Upto 60,000   |

# Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

\* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

\*\*The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

\*\*\* For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

\*\*\*\* Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

| <b>Component Category</b>        | <b>Monthly</b> | <b>Annual</b> |
|----------------------------------|----------------|---------------|
| House Rent Allowance             | 5,914          | 70,968        |
| Leave Travel Assistance          | 1,232          | 14,784        |
| Food Card                        | 500            | 6,000         |
| <b>GROSS BOUQUET OF BENEFITS</b> | 7,646          | 91,752        |





## Annexure 2

|                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                       |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Ahmedabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Garima Park, IT/ITES SEZ, Plot # 41,<br>Gandhinagar - 382007                                                                                                                                                                                 | <b>Bangalore</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Gate 1, No 42, Think campus, Electronic City phase II,<br>Bangalore - 560100, Karnataka                                                                                           |
| <b>BUBANESHWAR</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Training Lab Venue: Barabati, IRC Block, Ground Floor,<br>Tata Consultancy Services Limited, (UNIT-II) - BARBATI<br>SEZ, IT/ITES - SPECIAL ECONOMIC ZONE (SEZ), PLOT NO.<br>35, CHANDAKA INDUSTRIAL ESTATE, PATIA,<br>Bhubaneswar - 751024 | <b>Chennai</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>415/21-24, Kumaran Nagar, Old Mahabalipuram Rd,<br>TNHB, Sholinganallur, Chennai, Tamil Nadu 600119                                                                                 |
| <b>DELHI – Gurgaon</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Block C, Kings Canyon, ASF Insignia, Gurgaon -<br>Faridabad Road, Gawal Pahari, Gurgaon - 122003,<br>Haryana                                                                                                                           | <b>DELHI – Noida</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. A-44 & A-45, Ground, 1st to 5th Floor & 10th<br>floor, Galaxy Business Park, Block - C & D, Sector - 62,<br>Noida - 201 309, UP                                      |
| <b>Guwahati</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>5th Floor, NEDFi House, G.S. Road, Dispur, Guwahati -<br>781006, Assam                                                                                                                                                                        | <b>Hyderabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Q City, Nanakramguda, Hyderabad                                                                                                                                                   |
| <b>INDORE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor,<br>Village Tigariya Badshah & Bada Bangarde, Tehsil<br>Hatod, Indore - 452018,<br>Madhya Pradesh                                                                                           | <b>KOLKATA</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Ecospace 1B building, 2nd Floor, Plot - IIF/12, New<br>Town, Rajarhat, Kolkata - 700160, West Bengal OR<br>Auditorium, 2nd Floor, Wanderers Building, Delta Park -<br>Lords |
| <b>KOCHI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>TCS centre, Infopark Road Infopark Campus, Infopark,<br>Kakkanad, Kerala 682042                                                                                                                                                                  | <b>MUMBAI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Yantra Park, Pokharan Road Number 2, TCS Approach<br>Rd, Thane, West, Thane, Maharashtra 400606                                                                                      |
| <b>NAGPUR</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,                                                                                                                                                                                         | <b>PUNE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park,<br>Hinjewadi Phase III, Pune - 411057, Maharashtra                                                                               |
| <b>Trivandrum</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Peepul Park, Technopark Campus, Kariyavattom P.O,<br>Trivandrum - 695581, India                                                                                                                                                             |                                                                                                                                                                                                                                                       |



## Annexure 3

### Confidentiality and IP Terms and Conditions

#### 1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.



## **2. Associate's Obligations**

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

## **3. Intellectual Property Rights**

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filing or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.



#### **4. Prior knowledge**

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

#### **5. Use of third party material**

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

#### **6. Security policies and Guidelines.**

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

#### **7. Working in SBWS Framework:**

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.





(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

## **8. Restriction on Associate's Rights**

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

## **9. No License**

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.



## 10. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

## 11. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay or omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.



(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.



## Offer: Computer Consultancy

Dear PREM KUMAR K,

### Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade **Y**. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be ₹**190926/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year. Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &

TCS Confidential

TCSL/DT20218279501

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**TATA CONSULTANCY SERVICES**

VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore 560 066 India

Tel: 91 80 6724 7000 Fax: 91 80 2841 0114 Website: [www.tcs.com](http://www.tcs.com)

Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021

TCS Careers Serviceline: 1800 209 3111 Email: [careers@tcs.com](mailto:careers@tcs.com)



Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

## **COMPENSATION AND BENEFITS**

### **BASIC SALARY**

You will be eligible for a basic salary of ₹14,784/- per month.

### **BOUQUET OF BENEFITS (BoB)**

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

#### **1. House Rent Allowance (HRA)**

Your HRA will be ₹5,914/- per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

#### **2. Leave Travel Allowance**

You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

#### **3. Food Card**

You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias. As per the Pre-Defined structure you will be eligible for a Food Card with an amount of ₹500/- being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.



## **PERFORMANCE PAY**

### **Monthly Performance Pay**

You will receive a monthly performance pay of ₹1,700/-. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

### **Quarterly Variable Allowance**

Your variable allowance will be ₹600/- per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

## **CITY ALLOWANCE**

You will be eligible for a City Allowance of ₹200/- per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

## **XPLORE/ LEARNING INCENTIVES**

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

## **OTHER BENEFITS**

### **Health Insurance Scheme**

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:





## **1. Basic Cover**

i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.

ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

## **2. Higher Hospitalisation**

Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

## **Maternity Leave**

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

## **Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)**

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

## **Loans**

You will be eligible for loans, as per TCSL's loan policy.

## **Professional Memberships**

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.



## **RETIRALS**

### **Provident Fund**

You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

### **Gratuity**

You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

## **TERMS AND CONDITIONS**

### **1. Aggregate Percentage Requirements**

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

### **2. Pre requisites for Joining**

To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.





### **3. Training Period**

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

### **4. Working Hours**

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

### **5. Mobility**

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

### **6. Compensation Structure / Salary components**

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

### **7. Increments and Promotions**

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

### **8. Alternative Occupation / Employment**

Either during the period of your traineeship or during the period of your employment as a



confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

## **9. Confidentiality Agreement**

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

## **10. Service Agreement**

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

## **11. Work in SBWS mode**

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.

## **12. Overseas International Assignment Agreement**

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related



documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

### **13. Terms and Conditions**

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

### **14. TATA Code of Conduct**

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

### **15. Notice Period**

Upon your confirmation, this contract of employment is terminable by you by giving 90 days notice in writing to TCSL. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion.

Upon your confirmation, this contract of employment may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

It is understood, agreed and made abundantly clear herein that you shall have to necessarily work during the notice period given by TCSL under this clause, unless you are otherwise relieved by TCSL by giving you payment in lieu of notice.

Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by it at its own discretion having regard to the responsibilities shouldered by you while being in the employment of TCS.

### **16. Retirement**

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

### **17. Pre-employment Medical Certificate**

You are required to submit a Medical Certificate of Fitness (in the format prescribed by



TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

## 18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

## 19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining. If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

## 20. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)





- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :

\*There is no criminal offence registered/pending against you

\*There is no disciplinary case pending against you in the university

- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

\*PAN Card (Permanent Account Number)

\*Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)

\*Passport

\*NSR E-Card

## **21. TCS Xperience Program**

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

## **22. Letter of Appointment**

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

## **23. Rules and Regulations of the Company**

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from



time to time. The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

## **24. Compliance to all clauses**

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

## **25. Data Privacy Clause:**

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of overseas deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

**Withdrawal of Offer**

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

**For TATA Consultancy Services Limited**

**Girish V. Nandimath**  
**Global Head Talent Acquisition & AIP**



[Click here](#) or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary  
Annexure 2: List of TCS Xplore Centres  
Annexure 3: Confidentiality and IP Terms



## GROSS SALARY SHEET

Annexure 1

|                       |                                          |
|-----------------------|------------------------------------------|
| <b>Name</b>           | <b>PREM KUMAR K</b>                      |
| <b>Designation</b>    | <b>Assistant System Engineer-Trainee</b> |
| <b>Institute Name</b> | <b>Others</b>                            |

Table 1: Compensation Details (All Components in INR)

| <b>Component Category</b>             | <b>Monthly</b> | <b>Annual</b> |
|---------------------------------------|----------------|---------------|
| <b>1) Fixed Compensation</b>          |                |               |
| Basic Salary                          | 14,784         | 1,77,408      |
| Bouquet Of Benefits #                 | 7,646          | 91,752        |
| <b>2) Performance Pay**</b>           |                |               |
| Monthly Performance Pay               | 1,700          | 20,400        |
| Quarterly Variable Allowance*         | 600            | 7,200         |
| <b>3) City Allowance</b>              | 200            | 2,400         |
| <b>4) Annual Components/Retirals</b>  |                |               |
| Health Insurance***                   | NA             | 7,900         |
| Provident Fund                        | 1,774          | 21,289        |
| Gratuity                              | 711            | 8,533         |
| Total of Annual Components & Retirals | 2,485          | 37,722        |
| <b>TOTAL GROSS</b>                    | 27,415         | 190926        |
| <b>Xplore/ Learning Incentive****</b> |                | Upto 60,000   |

# Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

\* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

\*\*The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

\*\*\* For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

\*\*\*\* Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

| <b>Component Category</b>        | <b>Monthly</b> | <b>Annual</b> |
|----------------------------------|----------------|---------------|
| House Rent Allowance             | 5,914          | 70,968        |
| Leave Travel Assistance          | 1,232          | 14,784        |
| Food Card                        | 500            | 6,000         |
| <b>GROSS BOUQUET OF BENEFITS</b> | 7,646          | 91,752        |





## Annexure 2

|                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                       |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Ahmedabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Garima Park, IT/ITES SEZ, Plot # 41,<br>Gandhinagar - 382007                                                                                                                                                                               | <b>Bangalore</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Gate 1, No 42, Think campus, Electronic City phase II,<br>Bangalore - 560100, Karnataka                                                                                           |
| <b>BUBANESHWAR</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Training Lab Venue: Barabati, IRC Block, Ground Floor,<br>Tata Consultancy Services Limited, (UNIT-II) - BARBATI<br>SEZ, IT/ITES SPECIAL ECONOMIC ZONE (SEZ), PLOT NO.<br>35, CHANDAKA INDUSTRIAL ESTATE, PATIA,<br>Bhubaneswar - 751024 | <b>Chennai</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>415/21-24, Kumaran Nagar, Old Mahabalipuram Rd,<br>TNHB, Sholinganallur, Chennai, Tamil Nadu 600119                                                                                 |
| <b>DELHI – Gurgaon</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Block C, Kings Canyon, ASF Insignia, Gurgaon -<br>Faridabad Road, Gawal Pahari, Gurgaon - 122003,<br>Haryana                                                                                                                         | <b>DELHI – Noida</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. A-44 & A-45, Ground, 1st to 5th Floor & 10th<br>floor, Galaxy Business Park, Block - C & D, Sector - 62,<br>Noida - 201 309, UP                                      |
| <b>Guwahati</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>5th Floor, NEDFi House, G.S. Road, Dispur, Guwahati -<br>781006, Assam                                                                                                                                                                      | <b>Hyderabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Q City, Nanakramguda, Hyderabad                                                                                                                                                   |
| <b>INDORE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor,<br>Village Tigariya Badshah & Bada Bangarde, Tehsil<br>Hatod, Indore - 452018,<br>Madhya Pradesh                                                                                         | <b>KOLKATA</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Ecospace 1B building, 2nd Floor, Plot - IIF/12, New<br>Town, Rajarhat, Kolkata - 700160, West Bengal OR<br>Auditorium, 2nd Floor, Wanderers Building, Delta Park -<br>Lords |
| <b>KOCHI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>TCS centre, Infopark Road Infopark Campus, Infopark,<br>Kakkanad, Kerala 682042                                                                                                                                                                | <b>MUMBAI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Yantra Park, Pokharan Road Number 2, TCS Approach<br>Rd, Thane, West, Thane, Maharashtra 400606                                                                                      |
| <b>NAGPUR</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,                                                                                                                                                                                       | <b>PUNE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park,<br>Hinjewadi Phase III, Pune - 411057, Maharashtra                                                                               |
| <b>Trivandrum</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Peepul Park, Technopark Campus, Kariyavattom P.O,<br>Trivandrum - 695581, India                                                                                                                                                           |                                                                                                                                                                                                                                                       |



## Annexure 3

### Confidentiality and IP Terms and Conditions

#### 1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.



## **2. Associate's Obligations**

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

## **3. Intellectual Property Rights**

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filing or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.



#### **4. Prior knowledge**

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

#### **5. Use of third party material**

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

#### **6. Security policies and Guidelines.**

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

#### **7. Working in SBWS Framework:**

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.





(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

## **8. Restriction on Associate's Rights**

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

## **9. No License**

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.



## 10. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

## 11. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay or omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.



(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.



**Offer: Computer Consultancy**

Dear PRERANA UTTAMKUMAR BIRADAR,

**Sub: Letter of Offer**

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade **Y**. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be ₹**190926/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year. Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &





Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

## **COMPENSATION AND BENEFITS**

### **BASIC SALARY**

You will be eligible for a basic salary of ₹14,784/- per month.

### **BOUQUET OF BENEFITS (BoB)**

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

#### **1. House Rent Allowance (HRA)**

Your HRA will be ₹5,914/- per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

#### **2. Leave Travel Allowance**

You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

#### **3. Food Card**

You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias. As per the Pre-Defined structure you will be eligible for a Food Card with an amount of ₹500/- being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.



## **PERFORMANCE PAY**

### **Monthly Performance Pay**

You will receive a monthly performance pay of ₹1,700/-. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

### **Quarterly Variable Allowance**

Your variable allowance will be ₹600/- per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

## **CITY ALLOWANCE**

You will be eligible for a City Allowance of ₹200/- per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

## **XPLORE/ LEARNING INCENTIVES**

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

## **OTHER BENEFITS**

### **Health Insurance Scheme**

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:



## **1. Basic Cover**

i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.

ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

## **2. Higher Hospitalisation**

Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

## **Maternity Leave**

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

## **Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)**

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

## **Loans**

You will be eligible for loans, as per TCSL's loan policy.

## **Professional Memberships**

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.



## **RETIRALS**

### **Provident Fund**

You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

### **Gratuity**

You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

## **TERMS AND CONDITIONS**

### **1. Aggregate Percentage Requirements**

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

### **2. Pre requisites for Joining**

To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.



### **3. Training Period**

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

### **4. Working Hours**

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

### **5. Mobility**

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

### **6. Compensation Structure / Salary components**

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

### **7. Increments and Promotions**

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

### **8. Alternative Occupation / Employment**

Either during the period of your traineeship or during the period of your employment as a





confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

## **9. Confidentiality Agreement**

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

## **10. Service Agreement**

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

## **11. Work in SBWS mode**

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.

## **12. Overseas International Assignment Agreement**

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related



documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

### **13. Terms and Conditions**

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

### **14. TATA Code of Conduct**

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

### **15. Notice Period**

Upon your confirmation, this contract of employment is terminable by you by giving 90 days notice in writing to TCSL. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion.

Upon your confirmation, this contract of employment may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

It is understood, agreed and made abundantly clear herein that you shall have to necessarily work during the notice period given by TCSL under this clause, unless you are otherwise relieved by TCSL by giving you payment in lieu of notice.

Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by it at its own discretion having regard to the responsibilities shouldered by you while being in the employment of TCS.

### **16. Retirement**

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

### **17. Pre-employment Medical Certificate**

You are required to submit a Medical Certificate of Fitness (in the format prescribed by



TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

## 18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

## 19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining. If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

## 20. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)





- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :

\*There is no criminal offence registered/pending against you

\*There is no disciplinary case pending against you in the university

- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

\*PAN Card (Permanent Account Number)

\*Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)

\*Passport

\*NSR E-Card

## **21. TCS Xperience Program**

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

## **22. Letter of Appointment**

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

## **23. Rules and Regulations of the Company**

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from



time to time. The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

## **24. Compliance to all clauses**

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

## **25. Data Privacy Clause:**

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of overseas deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

**Withdrawal of Offer**

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

**For TATA Consultancy Services Limited**

**Girish V. Nandimath**  
**Global Head Talent Acquisition & AIP**



[Click here](#) or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary  
Annexure 2: List of TCS Xplore Centres  
Annexure 3: Confidentiality and IP Terms



## GROSS SALARY SHEET

Annexure 1

|                       |                                          |
|-----------------------|------------------------------------------|
| <b>Name</b>           | <b>PRERANA UTTAMKUMAR BIRADAR</b>        |
| <b>Designation</b>    | <b>Assistant System Engineer-Trainee</b> |
| <b>Institute Name</b> | <b>Others</b>                            |

Table 1: Compensation Details (All Components in INR)

| <b>Component Category</b>             | <b>Monthly</b> | <b>Annual</b> |
|---------------------------------------|----------------|---------------|
| <b>1) Fixed Compensation</b>          |                |               |
| Basic Salary                          | 14,784         | 1,77,408      |
| Bouquet Of Benefits #                 | 7,646          | 91,752        |
| <b>2) Performance Pay**</b>           |                |               |
| Monthly Performance Pay               | 1,700          | 20,400        |
| Quarterly Variable Allowance*         | 600            | 7,200         |
| <b>3) City Allowance</b>              | 200            | 2,400         |
| <b>4) Annual Components/Retirals</b>  |                |               |
| Health Insurance***                   | NA             | 7,900         |
| Provident Fund                        | 1,774          | 21,289        |
| Gratuity                              | 711            | 8,533         |
| Total of Annual Components & Retirals | 2,485          | 37,722        |
| <b>TOTAL GROSS</b>                    | 27,415         | 190926        |
| <b>Xplore/ Learning Incentive****</b> |                | Upto 60,000   |

# Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

\* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

\*\*The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

\*\*\* For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

\*\*\*\* Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

| <b>Component Category</b>        | <b>Monthly</b> | <b>Annual</b> |
|----------------------------------|----------------|---------------|
| House Rent Allowance             | 5,914          | 70,968        |
| Leave Travel Assistance          | 1,232          | 14,784        |
| Food Card                        | 500            | 6,000         |
| <b>GROSS BOUQUET OF BENEFITS</b> | 7,646          | 91,752        |





## Annexure 2

|                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                       |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Ahmedabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Garima Park, IT/ITES SEZ, Plot # 41,<br>Gandhinagar - 382007                                                                                                                                                                               | <b>Bangalore</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Gate 1, No 42, Think campus, Electronic City phase II,<br>Bangalore - 560100, Karnataka                                                                                           |
| <b>BUBANESHWAR</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Training Lab Venue: Barabati, IRC Block, Ground Floor,<br>Tata Consultancy Services Limited, (UNIT-II) - BARBATI<br>SEZ, IT/ITES SPECIAL ECONOMIC ZONE (SEZ), PLOT NO.<br>35, CHANDAKA INDUSTRIAL ESTATE, PATIA,<br>Bhubaneswar - 751024 | <b>Chennai</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>415/21-24, Kumaran Nagar, Old Mahabalipuram Rd,<br>TNHB, Sholinganallur, Chennai, Tamil Nadu 600119                                                                                 |
| <b>DELHI – Gurgaon</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Block C, Kings Canyon, ASF Insignia, Gurgaon -<br>Faridabad Road, Gawal Pahari, Gurgaon - 122003,<br>Haryana                                                                                                                         | <b>DELHI – Noida</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. A-44 & A-45, Ground, 1st to 5th Floor & 10th<br>floor, Galaxy Business Park, Block - C & D, Sector - 62,<br>Noida - 201 309, UP                                      |
| <b>Guwahati</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>5th Floor, NEDFi House, G.S. Road, Dispur, Guwahati -<br>781006, Assam                                                                                                                                                                      | <b>Hyderabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Q City, Nanakramguda, Hyderabad                                                                                                                                                   |
| <b>INDORE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor,<br>Village Tigariya Badshah & Bada Bangarde, Tehsil<br>Hatod, Indore - 452018,<br>Madhya Pradesh                                                                                         | <b>KOLKATA</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Ecospace 1B building, 2nd Floor, Plot - IIF/12, New<br>Town, Rajarhat, Kolkata - 700160, West Bengal OR<br>Auditorium, 2nd Floor, Wanderers Building, Delta Park -<br>Lords |
| <b>KOCHI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>TCS centre, Infopark Road Infopark Campus, Infopark,<br>Kakkanad, Kerala 682042                                                                                                                                                                | <b>MUMBAI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Yantra Park, Pokharan Road Number 2, TCS Approach<br>Rd, Thane, West, Thane, Maharashtra 400606                                                                                      |
| <b>NAGPUR</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,                                                                                                                                                                                       | <b>PUNE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park,<br>Hinjewadi Phase III, Pune - 411057, Maharashtra                                                                               |
| <b>Trivandrum</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Peepul Park, Technopark Campus, Kariyavattom P.O,<br>Trivandrum - 695581, India                                                                                                                                                           |                                                                                                                                                                                                                                                       |



## Annexure 3

### Confidentiality and IP Terms and Conditions

#### 1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.



## **2. Associate's Obligations**

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

## **3. Intellectual Property Rights**

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filing or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.



#### **4. Prior knowledge**

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

#### **5. Use of third party material**

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

#### **6. Security policies and Guidelines.**

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

#### **7. Working in SBWS Framework:**

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.





(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

## **8. Restriction on Associate's Rights**

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

## **9. No License**

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.



## 10. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

## 11. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay or omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.



(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.



**Offer: Computer Consultancy**

**Ref:**

**TCSL/DT202120218279520/Bangalore**

**Date: 26/11/2021**

Dear Pruthviraj K P,

**Sub: Letter of Offer**

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade **Y**. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be **`375000/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year. Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &

**TCS Confidential**

**1**

**TATA CONSULTANCY SERVICES**

VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore 560 066 India

Tel: 91 80 6724 7000 Fax: 91 80 2841 0114 Website: [www.tcs.com](http://www.tcs.com)

Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021

TCS Careers Serviceline: 1800 209 3111 Email: [careers@tcs.com](mailto:careers@tcs.com)



Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

## **COMPENSATION AND BENEFITS**

### **BASIC SALARY**

You will be eligible for a basic salary of `14,784/- per month.

### **BOUQUET OF BENEFITS (BoB)**

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

#### **1. House Rent Allowance (HRA)**

Your HRA will be `5,914/- per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

#### **2. Leave Travel Allowance**

You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

#### **3. Food Card**

You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias. As per the Pre-Defined structure you will be eligible for a Food Card with an amount of `500/- being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.



## **PERFORMANCE PAY**

### **Monthly Performance Pay**

You will receive a monthly performance pay of `1,700/-. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

### **Quarterly Variable Allowance**

Your variable allowance will be `600/- per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

## **CITY ALLOWANCE**

You will be eligible for a City Allowance of `200/- per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

## **XPLORE/ LEARNING INCENTIVES**

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

## **OTHER BENEFITS**

### **Health Insurance Scheme**

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:





## **1. Basic Cover**

- i. Entitlement - Includes domiciliary expenses up to `6,000/- per insured person per annum and basic hospitalization expenses up to `2,00,000/- per insured person per annum.
- ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

## **2. Higher Hospitalisation**

Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

- i. Entitlement - You and your enrolled dependants will be entitled for `12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.
- ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

## **Maternity Leave**

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother, may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

## **Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)**

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of `250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

## **Loans**

You will be eligible for loans, as per TCSL's loan policy.

## **Professional Memberships**

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.



## **RETIRALS**

### **Provident Fund**

You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

### **Gratuity**

You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

## **TERMS AND CONDITIONS**

### **1. Aggregate Percentage Requirements**

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

### **2. Pre requisites for Joining**

To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.





### **3. Training Period**

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

### **4. Working Hours**

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

### **5. Mobility**

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

### **6. Compensation Structure / Salary components**

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

### **7. Increments and Promotions**

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

### **8. Alternative Occupation / Employment**

Either during the period of your traineeship or during the period of your employment as a



confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

## **9. Confidentiality Agreement**

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

## **10. Service Agreement**

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL `50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

## **11. Work in SBWS mode**

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.

## **12. Overseas International Assignment Agreement**

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related



documents pertaining to the international assignment for which you are being placed. In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

### **13. Terms and Conditions**

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

### **14. TATA Code of Conduct**

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

### **15. Notice Period**

Upon your confirmation, this contract of employment is terminable by you by giving 90 days notice in writing to TCSL. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion.

Upon your confirmation, this contract of employment may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

It is understood, agreed and made abundantly clear herein that you shall have to necessarily work during the notice period given by TCSL under this clause, unless you are otherwise relieved by TCSL by giving you payment in lieu of notice.

Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by it at its own discretion having regard to the responsibilities shouldered by you while being in the employment of TCS.

### **16. Retirement**

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

### **17. Pre-employment Medical Certificate**

You are required to submit a Medical Certificate of Fitness (in the format prescribed by



TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

### 18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

### 19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining. If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

### 20. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)



- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :

\*There is no criminal offence registered/pending against you

\*There is no disciplinary case pending against you in the university

- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

\*PAN Card (Permanent Account Number)

\*Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)

\*Passport

\*NSR E-Card

## **21. TCS Xperience Program**

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

## **22. Letter of Appointment**

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

## **23. Rules and Regulations of the Company**

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from





time to time. The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

#### **24. Compliance to all clauses**

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

#### **25. Data Privacy Clause:**

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of overseas deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

**Withdrawal of Offer**

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

**For TATA Consultancy Services Limited**

**Girish V. Nandimath**  
**Global Head Talent Acquisition & AIP**



[Click here](#) or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary  
Annexure 2: List of TCS Xplore Centres  
Annexure 3: Confidentiality and IP Terms



## GROSS SALARY SHEET

Annexure 1

|                       |                                          |
|-----------------------|------------------------------------------|
| <b>Name</b>           | <b>Pruthvir<br/>aj K P</b>               |
| <b>Designation</b>    | <b>Assistant System Engineer-Trainee</b> |
| <b>Institute Name</b> | <b>Others</b>                            |

Table 1: Compensation Details (All Components in INR)

| <b>Component Category</b>             | <b>Monthly</b> | <b>Annual</b>      |
|---------------------------------------|----------------|--------------------|
| <b>1) Fixed Compensation</b>          |                |                    |
| Basic Salary                          | 14,784         | 1,77,408           |
| Bouquet Of Benefits #                 | 7,646          | 91,752             |
| <b>2) Performance Pay**</b>           |                |                    |
| Monthly Performance Pay               | 1,700          | 20,400             |
| Quarterly Variable Allowance*         | 600            | 7,200              |
| <b>3) City Allowance</b>              | 200            | 2,400              |
| <b>4) Annual Components/Retirals</b>  |                |                    |
| Health Insurance***                   | NA             | 7,900              |
| Provident Fund                        | 1,774          | 21,289             |
| Gratuity                              | 711            | 8,533              |
| Total of Annual Components & Retirals | 2,485          | 37,722             |
| <b>TOTAL GROSS</b>                    | <b>27,415</b>  | <b>375000</b>      |
| <b>Xplore/ Learning Incentive****</b> |                | <b>Upto 60,000</b> |

# Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

\* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

\*\*The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

\*\*\* For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

\*\*\*\* Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

| <b>Component Category</b>        | <b>Monthly</b> | <b>Annual</b> |
|----------------------------------|----------------|---------------|
| House Rent Allowance             | 5,914          | 70,968        |
| Leave Travel Assistance          | 1,232          | 14,784        |
| Food Card                        | 500            | 6,000         |
| <b>GROSS BOUQUET OF BENEFITS</b> | <b>7,646</b>   | <b>91,752</b> |





## Annexure

|                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                       |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Ahmedabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Garima Park, IT/ITES SEZ, Plot # 41,<br>Gandhinagar - 382007                                                                                                                                                                                 | <b>Bangalore</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Gate 1, No 42, Think campus, Electronic City phase II,<br>Bangalore - 560100, Karnataka                                                                                           |
| <b>BUBANESHWAR</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Training Lab Venue: Barabati, IRC Block, Ground Floor,<br>Tata Consultancy Services Limited, (UNIT-II) - BARBATI<br>SEZ, IT/ITES - SPECIAL ECONOMIC ZONE (SEZ), PLOT NO.<br>35, CHANDAKA INDUSTRIAL ESTATE, PATIA,<br>Bhubaneswar - 751024 | <b>Chennai</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>415/21-24, Kumaran Nagar, Old Mahabalipuram Rd,<br>TNHB, Sholinganallur, Chennai, Tamil Nadu 600119                                                                                 |
| <b>DELHI – Gurgaon</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Block C, Kings Canyon, ASF Insignia, Gurgaon -<br>Faridabad Road, Gawal Pahari, Gurgaon - 122003,<br>Haryana                                                                                                                           | <b>DELHI – Noida</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. A-44 & A-45, Ground, 1st to 5th Floor & 10th<br>floor, Galaxy Business Park, Block - C & D, Sector - 62,<br>Noida - 201 309, UP                                      |
| <b>Guwahati</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>5th Floor, NEDFi House, G.S. Road, Dispur, Guwahati -<br>781006, Assam                                                                                                                                                                        | <b>Hyderabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Q City, Nanakramguda, Hyderabad                                                                                                                                                   |
| <b>INDORE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor,<br>Village Tigariya Badshah & Bada Bangarda, Tehsil<br>Hatod, Indore - 452018,<br>Madhya Pradesh                                                                                           | <b>KOLKATA</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Ecospace 1B building, 2nd Floor, Plot - IIF/12, New<br>Town, Rajarhat, Kolkata - 700160, West Bengal OR<br>Auditorium, 2nd Floor, Wanderers Building, Delta Park -<br>Lords |
| <b>KOCHI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>TCS centre, Infopark Road Infopark Campus, Infopark,<br>Kakkanad, Kerala 682042                                                                                                                                                                  | <b>MUMBAI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Yantra Park, Pokharan Road Number 2, TCS Approach<br>Rd, Thane, West, Thane, Maharashtra 400606                                                                                      |
| <b>NAGPUR</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,                                                                                                                                                                                         | <b>PUNE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park,<br>Hinjewadi Phase III, Pune - 411057, Maharashtra                                                                               |
| <b>Trivandrum</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Peepul Park, Technopark Campus, Kariyavattom P.O,<br>Trivandrum - 695581, India                                                                                                                                                             |                                                                                                                                                                                                                                                       |



## Annexure

### Confidentiality and IP Terms and Conditions

#### 1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.



## **2. Associate's Obligations**

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

## **3. Intellectual Property Rights**

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filing or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.



#### **4. Prior knowledge**

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

#### **5. Use of third party material**

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

#### **6. Security policies and Guidelines.**

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

#### **7. Working in SBWS Framework:**

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.





(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

## **8. Restriction on Associate's Rights**

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

## **9. No License**

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.



## 10. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

## 11. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay or omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.



(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.



**Offer: Computer Consultancy**

**Ref:**

**TCSL/DT202120218279513/Bangalore**

**Date: 26/11/2021**

Dear Rahul H N,

**Sub: Letter of Offer**

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade **Y**. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be **`375000/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year. Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &

**TCS Confidential**

**1**

**TATA CONSULTANCY SERVICES**

VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore 560 066 India

Tel: 91 80 6724 7000 Fax: 91 80 2841 0114 Website: [www.tcs.com](http://www.tcs.com)

Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021

TCS Careers Serviceline: 1800 209 3111 Email: [careers@tcs.com](mailto:careers@tcs.com)





Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

## **COMPENSATION AND BENEFITS**

### **BASIC SALARY**

You will be eligible for a basic salary of `14,784/- per month.

### **BOUQUET OF BENEFITS (BoB)**

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

#### **1. House Rent Allowance (HRA)**

Your HRA will be `5,914/- per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

#### **2. Leave Travel Allowance**

You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

#### **3. Food Card**

You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias. As per the Pre-Defined structure you will be eligible for a Food Card with an amount of `500/- being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.



## **PERFORMANCE PAY**

### **Monthly Performance Pay**

You will receive a monthly performance pay of `1,700/-. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

### **Quarterly Variable Allowance**

Your variable allowance will be `600/- per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

## **CITY ALLOWANCE**

You will be eligible for a City Allowance of `200/- per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

## **XPLORE/ LEARNING INCENTIVES**

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

## **OTHER BENEFITS**

### **Health Insurance Scheme**

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:



## **1. Basic Cover**

i. Entitlement - Includes domiciliary expenses up to `6,000/- per insured person per annum and basic hospitalization expenses up to `2,00,000/- per insured person per annum.

ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

## **2. Higher Hospitalisation**

Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

i. Entitlement - You and your enrolled dependants will be entitled for `12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

## **Maternity Leave**

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother, may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

## **Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)**

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of `250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

## **Loans**

You will be eligible for loans, as per TCSL's loan policy.

## **Professional Memberships**

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.



## **RETIRALS**

### **Provident Fund**

You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

### **Gratuity**

You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

## **TERMS AND CONDITIONS**

### **1. Aggregate Percentage Requirements**

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

### **2. Pre requisites for Joining**

To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.



### **3. Training Period**

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

### **4. Working Hours**

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

### **5. Mobility**

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

### **6. Compensation Structure / Salary components**

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

### **7. Increments and Promotions**

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

### **8. Alternative Occupation / Employment**

Either during the period of your traineeship or during the period of your employment as a





confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

## **9. Confidentiality Agreement**

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

## **10. Service Agreement**

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL `50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

## **11. Work in SBWS mode**

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.

## **12. Overseas International Assignment Agreement**

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related



documents pertaining to the international assignment for which you are being placed. In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

### **13. Terms and Conditions**

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

### **14. TATA Code of Conduct**

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

### **15. Notice Period**

Upon your confirmation, this contract of employment is terminable by you by giving 90 days notice in writing to TCSL. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion.

Upon your confirmation, this contract of employment may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

It is understood, agreed and made abundantly clear herein that you shall have to necessarily work during the notice period given by TCSL under this clause, unless you are otherwise relieved by TCSL by giving you payment in lieu of notice.

Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by it at its own discretion having regard to the responsibilities shouldered by you while being in the employment of TCS.

### **16. Retirement**

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

### **17. Pre-employment Medical Certificate**

You are required to submit a Medical Certificate of Fitness (in the format prescribed by



TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

### 18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

### 19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining. If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

### 20. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)





- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :

\*There is no criminal offence registered/pending against you

\*There is no disciplinary case pending against you in the university

- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

\*PAN Card (Permanent Account Number)

\*Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)

\*Passport

\*NSR E-Card

## **21. TCS Xperience Program**

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

## **22. Letter of Appointment**

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

## **23. Rules and Regulations of the Company**

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from



time to time. The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

#### **24. Compliance to all clauses**

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

#### **25. Data Privacy Clause:**

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of overseas deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

**Withdrawal of Offer**

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

**For TATA Consultancy Services Limited**

**Girish V. Nandimath**  
**Global Head Talent Acquisition & AIP**



[Click here](#) or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary  
Annexure 2: List of TCS Xplore Centres  
Annexure 3: Confidentiality and IP Terms



## GROSS SALARY SHEET

Annexure 1

|                       |                                          |
|-----------------------|------------------------------------------|
| <b>Name</b>           | <b>Rahul H N</b>                         |
| <b>Designation</b>    | <b>Assistant System Engineer-Trainee</b> |
| <b>Institute Name</b> | <b>Others</b>                            |

Table 1: Compensation Details (All Components in INR)

| <b>Component Category</b>             | <b>Monthly</b> | <b>Annual</b>      |
|---------------------------------------|----------------|--------------------|
| <b>1) Fixed Compensation</b>          |                |                    |
| Basic Salary                          | 14,784         | 1,77,408           |
| Bouquet Of Benefits #                 | 7,646          | 91,752             |
| <b>2) Performance Pay**</b>           |                |                    |
| Monthly Performance Pay               | 1,700          | 20,400             |
| Quarterly Variable Allowance*         | 600            | 7,200              |
| <b>3) City Allowance</b>              | 200            | 2,400              |
| <b>4) Annual Components/Retirals</b>  |                |                    |
| Health Insurance***                   | NA             | 7,900              |
| Provident Fund                        | 1,774          | 21,289             |
| Gratuity                              | 711            | 8,533              |
| Total of Annual Components & Retirals | 2,485          | 37,722             |
| <b>TOTAL GROSS</b>                    | <b>27,415</b>  | <b>375000</b>      |
| <b>Xplore/ Learning Incentive****</b> |                | <b>Upto 60,000</b> |

# Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

\* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

\*\*The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

\*\*\* For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

\*\*\*\* Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

| <b>Component Category</b>        | <b>Monthly</b> | <b>Annual</b> |
|----------------------------------|----------------|---------------|
| House Rent Allowance             | 5,914          | 70,968        |
| Leave Travel Assistance          | 1,232          | 14,784        |
| Food Card                        | 500            | 6,000         |
| <b>GROSS BOUQUET OF BENEFITS</b> | <b>7,646</b>   | <b>91,752</b> |





## Annexure

|                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                       |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Ahmedabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Garima Park, IT/ITES SEZ, Plot # 41,<br>Gandhinagar - 382007                                                                                                                                                                                 | <b>Bangalore</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Gate 1, No 42, Think campus, Electronic City phase II,<br>Bangalore - 560100, Karnataka                                                                                           |
| <b>BUBANESHWAR</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Training Lab Venue: Barabati, IRC Block, Ground Floor,<br>Tata Consultancy Services Limited, (UNIT-II) - BARBATI<br>SEZ, IT/ITES - SPECIAL ECONOMIC ZONE (SEZ), PLOT NO.<br>35, CHANDAKA INDUSTRIAL ESTATE, PATIA,<br>Bhubaneswar - 751024 | <b>Chennai</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>415/21-24, Kumaran Nagar, Old Mahabalipuram Rd,<br>TNHB, Sholinganallur, Chennai, Tamil Nadu 600119                                                                                 |
| <b>DELHI – Gurgaon</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Block C, Kings Canyon, ASF Insignia, Gurgaon -<br>Faridabad Road, Gawal Pahari, Gurgaon - 122003,<br>Haryana                                                                                                                           | <b>DELHI – Noida</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. A-44 & A-45, Ground, 1st to 5th Floor & 10th<br>floor, Galaxy Business Park, Block - C & D, Sector - 62,<br>Noida - 201 309, UP                                      |
| <b>Guwahati</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>5th Floor, NEDFi House, G.S. Road, Dispur, Guwahati -<br>781006, Assam                                                                                                                                                                        | <b>Hyderabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Q City, Nanakramguda, Hyderabad                                                                                                                                                   |
| <b>INDORE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor,<br>Village Tigariya Badshah & Bada Bangarda, Tehsil<br>Hatod, Indore - 452018,<br>Madhya Pradesh                                                                                           | <b>KOLKATA</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Ecospace 1B building, 2nd Floor, Plot - IIF/12, New<br>Town, Rajarhat, Kolkata - 700160, West Bengal OR<br>Auditorium, 2nd Floor, Wanderers Building, Delta Park -<br>Lords |
| <b>KOCHI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>TCS centre, Infopark Road Infopark Campus, Infopark,<br>Kakkanad, Kerala 682042                                                                                                                                                                  | <b>MUMBAI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Yantra Park, Pokharan Road Number 2, TCS Approach<br>Rd, Thane, West, Thane, Maharashtra 400606                                                                                      |
| <b>NAGPUR</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,                                                                                                                                                                                         | <b>PUNE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park,<br>Hinjewadi Phase III, Pune - 411057, Maharashtra                                                                               |
| <b>Trivandrum</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Peepul Park, Technopark Campus, Kariyavattom P.O,<br>Trivandrum - 695581, India                                                                                                                                                             |                                                                                                                                                                                                                                                       |



## Annexure

### Confidentiality and IP Terms and Conditions

#### 1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.



## **2. Associate's Obligations**

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

## **3. Intellectual Property Rights**

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filing or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.



#### **4. Prior knowledge**

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

#### **5. Use of third party material**

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

#### **6. Security policies and Guidelines.**

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

#### **7. Working in SBWS Framework:**

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.





(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

## **8. Restriction on Associate's Rights**

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

## **9. No License**

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.



## 10. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

## 11. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay or omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.



(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.



**Offer: Computer Consultancy**

**Ref:**

**TCSL/DT202120218279511/Bangalore**

**Date: 26/11/2021**

Dear Ravishankar,

**Sub: Letter of Offer**

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade **Y**. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be **`375000/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year. Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &



Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

## **COMPENSATION AND BENEFITS**

### **BASIC SALARY**

You will be eligible for a basic salary of `14,784/- per month.

### **BOUQUET OF BENEFITS (BoB)**

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

#### **1. House Rent Allowance (HRA)**

Your HRA will be `5,914/- per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

#### **2. Leave Travel Allowance**

You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

#### **3. Food Card**

You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias. As per the Pre-Defined structure you will be eligible for a Food Card with an amount of `500/- being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.



## **PERFORMANCE PAY**

### **Monthly Performance Pay**

You will receive a monthly performance pay of `1,700/-. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

### **Quarterly Variable Allowance**

Your variable allowance will be `600/- per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

## **CITY ALLOWANCE**

You will be eligible for a City Allowance of `200/- per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

## **XPLORE/ LEARNING INCENTIVES**

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

## **OTHER BENEFITS**

### **Health Insurance Scheme**

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:





## **1. Basic Cover**

i. Entitlement - Includes domiciliary expenses up to `6,000/- per insured person per annum and basic hospitalization expenses up to `2,00,000/- per insured person per annum.

ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

## **2. Higher Hospitalisation**

Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

i. Entitlement - You and your enrolled dependants will be entitled for `12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

## **Maternity Leave**

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother, may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

## **Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)**

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of `250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

## **Loans**

You will be eligible for loans, as per TCSL's loan policy.

## **Professional Memberships**

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.



## **RETIRALS**

### **Provident Fund**

You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

### **Gratuity**

You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

## **TERMS AND CONDITIONS**

### **1. Aggregate Percentage Requirements**

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

### **2. Pre requisites for Joining**

To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.





### **3. Training Period**

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

### **4. Working Hours**

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

### **5. Mobility**

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

### **6. Compensation Structure / Salary components**

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

### **7. Increments and Promotions**

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

### **8. Alternative Occupation / Employment**

Either during the period of your traineeship or during the period of your employment as a



confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

## **9. Confidentiality Agreement**

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

## **10. Service Agreement**

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL `50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

## **11. Work in SBWS mode**

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.

## **12. Overseas International Assignment Agreement**

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related



documents pertaining to the international assignment for which you are being placed. In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

### **13. Terms and Conditions**

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

### **14. TATA Code of Conduct**

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

### **15. Notice Period**

Upon your confirmation, this contract of employment is terminable by you by giving 90 days notice in writing to TCSL. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion.

Upon your confirmation, this contract of employment may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

It is understood, agreed and made abundantly clear herein that you shall have to necessarily work during the notice period given by TCSL under this clause, unless you are otherwise relieved by TCSL by giving you payment in lieu of notice.

Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by it at its own discretion having regard to the responsibilities shouldered by you while being in the employment of TCS.

### **16. Retirement**

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

### **17. Pre-employment Medical Certificate**

You are required to submit a Medical Certificate of Fitness (in the format prescribed by



TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

### 18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

### 19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining. If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

### 20. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)



- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :

\*There is no criminal offence registered/pending against you

\*There is no disciplinary case pending against you in the university

- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

\*PAN Card (Permanent Account Number)

\*Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)

\*Passport

\*NSR E-Card

## **21. TCS Xperience Program**

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

## **22. Letter of Appointment**

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

## **23. Rules and Regulations of the Company**

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from





time to time. The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

#### **24. Compliance to all clauses**

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

#### **25. Data Privacy Clause:**

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of overseas deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

**Withdrawal of Offer**

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

**For TATA Consultancy Services Limited**

**Girish V. Nandimath**  
**Global Head Talent Acquisition & AIP**



[Click here](#) or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary  
Annexure 2: List of TCS Xplore Centres  
Annexure 3: Confidentiality and IP Terms



## GROSS SALARY SHEET

Annexure 1

|                       |                                          |
|-----------------------|------------------------------------------|
| <b>Name</b>           | <b>Ravishankar</b>                       |
| <b>Designation</b>    | <b>Assistant System Engineer-Trainee</b> |
| <b>Institute Name</b> | <b>Others</b>                            |

Table 1: Compensation Details (All Components in INR)

| <b>Component Category</b>             | <b>Monthly</b> | <b>Annual</b>      |
|---------------------------------------|----------------|--------------------|
| <b>1) Fixed Compensation</b>          |                |                    |
| Basic Salary                          | 14,784         | 1,77,408           |
| Bouquet Of Benefits #                 | 7,646          | 91,752             |
| <b>2) Performance Pay**</b>           |                |                    |
| Monthly Performance Pay               | 1,700          | 20,400             |
| Quarterly Variable Allowance*         | 600            | 7,200              |
| <b>3) City Allowance</b>              | 200            | 2,400              |
| <b>4) Annual Components/Retirals</b>  |                |                    |
| Health Insurance***                   | NA             | 7,900              |
| Provident Fund                        | 1,774          | 21,289             |
| Gratuity                              | 711            | 8,533              |
| Total of Annual Components & Retirals | 2,485          | 37,722             |
| <b>TOTAL GROSS</b>                    | <b>27,415</b>  | <b>375000</b>      |
| <b>Xplore/ Learning Incentive****</b> |                | <b>Upto 60,000</b> |

# Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

\* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

\*\*The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

\*\*\* For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

\*\*\*\* Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

| <b>Component Category</b>        | <b>Monthly</b> | <b>Annual</b> |
|----------------------------------|----------------|---------------|
| House Rent Allowance             | 5,914          | 70,968        |
| Leave Travel Assistance          | 1,232          | 14,784        |
| Food Card                        | 500            | 6,000         |
| <b>GROSS BOUQUET OF BENEFITS</b> | <b>7,646</b>   | <b>91,752</b> |





## Annexure

|                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                       |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Ahmedabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Garima Park, IT/ITES SEZ, Plot # 41,<br>Gandhinagar - 382007                                                                                                                                                                                 | <b>Bangalore</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Gate 1, No 42, Think campus, Electronic City phase II,<br>Bangalore - 560100, Karnataka                                                                                           |
| <b>BUBANESHWAR</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Training Lab Venue: Barabati, IRC Block, Ground Floor,<br>Tata Consultancy Services Limited, (UNIT-II) - BARBATI<br>SEZ, IT/ITES - SPECIAL ECONOMIC ZONE (SEZ), PLOT NO.<br>35, CHANDAKA INDUSTRIAL ESTATE, PATIA,<br>Bhubaneswar - 751024 | <b>Chennai</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>415/21-24, Kumaran Nagar, Old Mahabalipuram Rd,<br>TNHB, Sholinganallur, Chennai, Tamil Nadu 600119                                                                                 |
| <b>DELHI – Gurgaon</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Block C, Kings Canyon, ASF Insignia, Gurgaon -<br>Faridabad Road, Gawal Pahari, Gurgaon - 122003,<br>Haryana                                                                                                                           | <b>DELHI – Noida</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. A-44 & A-45, Ground, 1st to 5th Floor & 10th<br>floor, Galaxy Business Park, Block - C & D, Sector - 62,<br>Noida - 201 309, UP                                      |
| <b>Guwahati</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>5th Floor, NEDFi House, G.S. Road, Dispur, Guwahati -<br>781006, Assam                                                                                                                                                                        | <b>Hyderabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Q City, Nanakramguda, Hyderabad                                                                                                                                                   |
| <b>INDORE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor,<br>Village Tigariya Badshah & Bada Bangarda, Tehsil<br>Hatod, Indore - 452018,<br>Madhya Pradesh                                                                                           | <b>KOLKATA</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Ecospace 1B building, 2nd Floor, Plot - IIF/12, New<br>Town, Rajarhat, Kolkata - 700160, West Bengal OR<br>Auditorium, 2nd Floor, Wanderers Building, Delta Park -<br>Lords |
| <b>KOCHI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>TCS centre, Infopark Road Infopark Campus, Infopark,<br>Kakkanad, Kerala 682042                                                                                                                                                                  | <b>MUMBAI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Yantra Park, Pokharan Road Number 2, TCS Approach<br>Rd, Thane, West, Thane, Maharashtra 400606                                                                                      |
| <b>NAGPUR</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,                                                                                                                                                                                         | <b>PUNE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park,<br>Hinjewadi Phase III, Pune - 411057, Maharashtra                                                                               |
| <b>Trivandrum</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Peepul Park, Technopark Campus, Kariyavattom P.O,<br>Trivandrum - 695581, India                                                                                                                                                             |                                                                                                                                                                                                                                                       |



## Annexure

### Confidentiality and IP Terms and Conditions

#### 1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.



## **2. Associate's Obligations**

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

## **3. Intellectual Property Rights**

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filing or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.



#### **4. Prior knowledge**

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

#### **5. Use of third party material**

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

#### **6. Security policies and Guidelines.**

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

#### **7. Working in SBWS Framework:**

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.





(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

## **8. Restriction on Associate's Rights**

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

## **9. No License**

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.



## **10. Equitable Rights**

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

## **11. General**

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay or omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.



(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.



**Offer: Computer Consultancy**

**Ref:**

**TCSL/DT202120218279518/Bangalore**

**Date: 26/11/2021**

Dear Rishabh,

**Sub: Letter of Offer**

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade **Y**. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be **`375000/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year. Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &

**TCS Confidential**

**1**

**TATA CONSULTANCY SERVICES**

VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore 560 066 India

Tel: 91 80 6724 7000 Fax: 91 80 2841 0114 Website: [www.tcs.com](http://www.tcs.com)

Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021

TCS Careers Serviceline: 1800 209 3111 Email: [careers@tcs.com](mailto:careers@tcs.com)





Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

## **COMPENSATION AND BENEFITS**

### **BASIC SALARY**

You will be eligible for a basic salary of `14,784/- per month.

### **BOUQUET OF BENEFITS (BoB)**

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

#### **1. House Rent Allowance (HRA)**

Your HRA will be `5,914/- per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

#### **2. Leave Travel Allowance**

You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

#### **3. Food Card**

You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias. As per the Pre-Defined structure you will be eligible for a Food Card with an amount of `500/- being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.



## **PERFORMANCE PAY**

### **Monthly Performance Pay**

You will receive a monthly performance pay of `1,700/-. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

### **Quarterly Variable Allowance**

Your variable allowance will be `600/- per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

## **CITY ALLOWANCE**

You will be eligible for a City Allowance of `200/- per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

## **XPLORE/ LEARNING INCENTIVES**

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

## **OTHER BENEFITS**

### **Health Insurance Scheme**

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:



## **1. Basic Cover**

- i. Entitlement - Includes domiciliary expenses up to `6,000/- per insured person per annum and basic hospitalization expenses up to `2,00,000/- per insured person per annum.
- ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

## **2. Higher Hospitalisation**

Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

- i. Entitlement - You and your enrolled dependants will be entitled for `12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.
- ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

## **Maternity Leave**

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother, may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

## **Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)**

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of `250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

## **Loans**

You will be eligible for loans, as per TCSL's loan policy.

## **Professional Memberships**

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.



## **RETIRALS**

### **Provident Fund**

You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

### **Gratuity**

You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

## **TERMS AND CONDITIONS**

### **1. Aggregate Percentage Requirements**

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

### **2. Pre requisites for Joining**

To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.



### **3. Training Period**

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

### **4. Working Hours**

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

### **5. Mobility**

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

### **6. Compensation Structure / Salary components**

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

### **7. Increments and Promotions**

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

### **8. Alternative Occupation / Employment**

Either during the period of your traineeship or during the period of your employment as a





confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

## **9. Confidentiality Agreement**

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

## **10. Service Agreement**

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL `50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

## **11. Work in SBWS mode**

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.

## **12. Overseas International Assignment Agreement**

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related



documents pertaining to the international assignment for which you are being placed. In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

### **13. Terms and Conditions**

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

### **14. TATA Code of Conduct**

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

### **15. Notice Period**

Upon your confirmation, this contract of employment is terminable by you by giving 90 days notice in writing to TCSL. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion.

Upon your confirmation, this contract of employment may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

It is understood, agreed and made abundantly clear herein that you shall have to necessarily work during the notice period given by TCSL under this clause, unless you are otherwise relieved by TCSL by giving you payment in lieu of notice.

Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by it at its own discretion having regard to the responsibilities shouldered by you while being in the employment of TCS.

### **16. Retirement**

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

### **17. Pre-employment Medical Certificate**

You are required to submit a Medical Certificate of Fitness (in the format prescribed by



TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

### 18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

### 19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining. If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

### 20. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)





- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :

\*There is no criminal offence registered/pending against you

\*There is no disciplinary case pending against you in the university

- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

\*PAN Card (Permanent Account Number)

\*Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)

\*Passport

\*NSR E-Card

## **21. TCS Xperience Program**

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

## **22. Letter of Appointment**

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

## **23. Rules and Regulations of the Company**

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from



time to time. The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

#### **24. Compliance to all clauses**

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

#### **25. Data Privacy Clause:**

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of overseas deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

**Withdrawal of Offer**

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

**For TATA Consultancy Services Limited**

**Girish V. Nandimath**  
**Global Head Talent Acquisition & AIP**



[Click here](#) or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary  
Annexure 2: List of TCS Xplore Centres  
Annexure 3: Confidentiality and IP Terms



## GROSS SALARY SHEET

Annexure 1

|                       |                                          |
|-----------------------|------------------------------------------|
| <b>Name</b>           | <b>Rishabh</b>                           |
| <b>Designation</b>    | <b>Assistant System Engineer-Trainee</b> |
| <b>Institute Name</b> | <b>Others</b>                            |

Table 1: Compensation Details (All Components in INR)

| <b>Component Category</b>             | <b>Monthly</b> | <b>Annual</b> |
|---------------------------------------|----------------|---------------|
| <b>1) Fixed Compensation</b>          |                |               |
| Basic Salary                          | 14,784         | 1,77,408      |
| Bouquet Of Benefits #                 | 7,646          | 91,752        |
| <b>2) Performance Pay**</b>           |                |               |
| Monthly Performance Pay               | 1,700          | 20,400        |
| Quarterly Variable Allowance*         | 600            | 7,200         |
| <b>3) City Allowance</b>              | 200            | 2,400         |
| <b>4) Annual Components/Retirals</b>  |                |               |
| Health Insurance***                   | NA             | 7,900         |
| Provident Fund                        | 1,774          | 21,289        |
| Gratuity                              | 711            | 8,533         |
| Total of Annual Components & Retirals | 2,485          | 37,722        |
| <b>TOTAL GROSS</b>                    | 27,415         | 375000        |
| <b>Xplore/ Learning Incentive****</b> |                | Upto 60,000   |

# Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

\* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

\*\*The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

\*\*\* For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

\*\*\*\* Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

| <b>Component Category</b>        | <b>Monthly</b> | <b>Annual</b> |
|----------------------------------|----------------|---------------|
| House Rent Allowance             | 5,914          | 70,968        |
| Leave Travel Assistance          | 1,232          | 14,784        |
| Food Card                        | 500            | 6,000         |
| <b>GROSS BOUQUET OF BENEFITS</b> | 7,646          | 91,752        |





## Annexure

|                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                       |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Ahmedabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Garima Park, IT/ITES SEZ, Plot # 41,<br>Gandhinagar - 382007                                                                                                                                                                                 | <b>Bangalore</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Gate 1, No 42, Think campus, Electronic City phase II,<br>Bangalore - 560100, Karnataka                                                                                           |
| <b>BUBANESHWAR</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Training Lab Venue: Barabati, IRC Block, Ground Floor,<br>Tata Consultancy Services Limited, (UNIT-II) - BARBATI<br>SEZ, IT/ITES - SPECIAL ECONOMIC ZONE (SEZ), PLOT NO.<br>35, CHANDAKA INDUSTRIAL ESTATE, PATIA,<br>Bhubaneswar - 751024 | <b>Chennai</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>415/21-24, Kumaran Nagar, Old Mahabalipuram Rd,<br>TNHB, Sholinganallur, Chennai, Tamil Nadu 600119                                                                                 |
| <b>DELHI – Gurgaon</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Block C, Kings Canyon, ASF Insignia, Gurgaon -<br>Faridabad Road, Gawal Pahari, Gurgaon - 122003,<br>Haryana                                                                                                                           | <b>DELHI – Noida</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. A-44 & A-45, Ground, 1st to 5th Floor & 10th<br>floor, Galaxy Business Park, Block - C & D, Sector - 62,<br>Noida - 201 309, UP                                      |
| <b>Guwahati</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>5th Floor, NEDFi House, G.S. Road, Dispur, Guwahati -<br>781006, Assam                                                                                                                                                                        | <b>Hyderabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Q City, Nanakramguda, Hyderabad                                                                                                                                                   |
| <b>INDORE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor,<br>Village Tigariya Badshah & Bada Bangarda, Tehsil<br>Hatod, Indore - 452018,<br>Madhya Pradesh                                                                                           | <b>KOLKATA</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Ecospace 1B building, 2nd Floor, Plot - IIF/12, New<br>Town, Rajarhat, Kolkata - 700160, West Bengal OR<br>Auditorium, 2nd Floor, Wanderers Building, Delta Park -<br>Lords |
| <b>KOCHI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>TCS centre, Infopark Road Infopark Campus, Infopark,<br>Kakkanad, Kerala 682042                                                                                                                                                                  | <b>MUMBAI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Yantra Park, Pokharan Road Number 2, TCS Approach<br>Rd, Thane, West, Thane, Maharashtra 400606                                                                                      |
| <b>NAGPUR</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,                                                                                                                                                                                         | <b>PUNE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park,<br>Hinjewadi Phase III, Pune - 411057, Maharashtra                                                                               |
| <b>Trivandrum</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Peepul Park, Technopark Campus, Kariyavattom P.O,<br>Trivandrum - 695581, India                                                                                                                                                             |                                                                                                                                                                                                                                                       |



## Annexure

### Confidentiality and IP Terms and Conditions

#### 1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.



## **2. Associate's Obligations**

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

## **3. Intellectual Property Rights**

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filing or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.



#### **4. Prior knowledge**

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

#### **5. Use of third party material**

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

#### **6. Security policies and Guidelines.**

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

#### **7. Working in SBWS Framework:**

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.





(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

## **8. Restriction on Associate's Rights**

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

## **9. No License**

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.



## 10. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

## 11. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay or omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.



(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.



**Offer: Computer Consultancy**

**Ref:**

**TCSL/DT202120218279533/Bangalore**

**Date: 26/11/2021**

Dear Sai Niranjana,

**Sub: Letter of Offer**

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade **Y**. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be **`375000/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year. Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &

**TCS Confidential**

**1**

**TATA CONSULTANCY SERVICES**

VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore 560 066 India

Tel: 91 80 6724 7000 Fax: 91 80 2841 0114 Website: [www.tcs.com](http://www.tcs.com)

Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021

TCS Careers Serviceline: 1800 209 3111 Email: [careers@tcs.com](mailto:careers@tcs.com)



Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

## **COMPENSATION AND BENEFITS**

### **BASIC SALARY**

You will be eligible for a basic salary of `14,784/- per month.

### **BOUQUET OF BENEFITS (BoB)**

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

#### **1. House Rent Allowance (HRA)**

Your HRA will be `5,914/- per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

#### **2. Leave Travel Allowance**

You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

#### **3. Food Card**

You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias. As per the Pre-Defined structure you will be eligible for a Food Card with an amount of `500/- being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.



## **PERFORMANCE PAY**

### **Monthly Performance Pay**

You will receive a monthly performance pay of `1,700/-. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

### **Quarterly Variable Allowance**

Your variable allowance will be `600/- per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

## **CITY ALLOWANCE**

You will be eligible for a City Allowance of `200/- per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

## **XPLORE/ LEARNING INCENTIVES**

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

## **OTHER BENEFITS**

### **Health Insurance Scheme**

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:





## **1. Basic Cover**

i. Entitlement - Includes domiciliary expenses up to `6,000/- per insured person per annum and basic hospitalization expenses up to `2,00,000/- per insured person per annum.

ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

## **2. Higher Hospitalisation**

Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

i. Entitlement - You and your enrolled dependants will be entitled for `12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

## **Maternity Leave**

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

## **Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)**

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of `250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

## **Loans**

You will be eligible for loans, as per TCSL's loan policy.

## **Professional Memberships**

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.



## **RETIRALS**

### **Provident Fund**

You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

### **Gratuity**

You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

## **TERMS AND CONDITIONS**

### **1. Aggregate Percentage Requirements**

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

### **2. Pre requisites for Joining**

To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.





### **3. Training Period**

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

### **4. Working Hours**

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

### **5. Mobility**

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

### **6. Compensation Structure / Salary components**

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

### **7. Increments and Promotions**

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

### **8. Alternative Occupation / Employment**

Either during the period of your traineeship or during the period of your employment as a



confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

## **9. Confidentiality Agreement**

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

## **10. Service Agreement**

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL `50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

## **11. Work in SBWS mode**

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.

## **12. Overseas International Assignment Agreement**

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related



documents pertaining to the international assignment for which you are being placed. In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

### **13. Terms and Conditions**

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

### **14. TATA Code of Conduct**

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

### **15. Notice Period**

Upon your confirmation, this contract of employment is terminable by you by giving 90 days notice in writing to TCSL. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion.

Upon your confirmation, this contract of employment may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

It is understood, agreed and made abundantly clear herein that you shall have to necessarily work during the notice period given by TCSL under this clause, unless you are otherwise relieved by TCSL by giving you payment in lieu of notice.

Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by it at its own discretion having regard to the responsibilities shouldered by you while being in the employment of TCS.

### **16. Retirement**

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

### **17. Pre-employment Medical Certificate**

You are required to submit a Medical Certificate of Fitness (in the format prescribed by



TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

### 18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

### 19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining. If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

### 20. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)



- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :

\*There is no criminal offence registered/pending against you

\*There is no disciplinary case pending against you in the university

- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

\*PAN Card (Permanent Account Number)

\*Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)

\*Passport

\*NSR E-Card

## **21. TCS Xperience Program**

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

## **22. Letter of Appointment**

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

## **23. Rules and Regulations of the Company**

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from





time to time. The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

#### **24. Compliance to all clauses**

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

#### **25. Data Privacy Clause:**

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of overseas deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

**Withdrawal of Offer**

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

**For TATA Consultancy Services Limited**

**Girish V. Nandimath**  
**Global Head Talent Acquisition & AIP**



[Click here](#) or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary  
Annexure 2: List of TCS Xplore Centres  
Annexure 3: Confidentiality and IP Terms



## GROSS SALARY SHEET

Annexure 1

|                       |                                          |
|-----------------------|------------------------------------------|
| <b>Name</b>           | <b>Sai<br/>Niranjan</b>                  |
| <b>Designation</b>    | <b>Assistant System Engineer-Trainee</b> |
| <b>Institute Name</b> | <b>Others</b>                            |

Table 1: Compensation Details (All Components in INR)

| <b>Component Category</b>             | <b>Monthly</b> | <b>Annual</b>      |
|---------------------------------------|----------------|--------------------|
| <b>1) Fixed Compensation</b>          |                |                    |
| Basic Salary                          | 14,784         | 1,77,408           |
| Bouquet Of Benefits #                 | 7,646          | 91,752             |
| <b>2) Performance Pay**</b>           |                |                    |
| Monthly Performance Pay               | 1,700          | 20,400             |
| Quarterly Variable Allowance*         | 600            | 7,200              |
| <b>3) City Allowance</b>              | 200            | 2,400              |
| <b>4) Annual Components/Retirals</b>  |                |                    |
| Health Insurance***                   | NA             | 7,900              |
| Provident Fund                        | 1,774          | 21,289             |
| Gratuity                              | 711            | 8,533              |
| Total of Annual Components & Retirals | 2,485          | 37,722             |
| <b>TOTAL GROSS</b>                    | <b>27,415</b>  | <b>375000</b>      |
| <b>Xplore/ Learning Incentive****</b> |                | <b>Upto 60,000</b> |

# Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

\* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

\*\*The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

\*\*\* For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

\*\*\*\* Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

| <b>Component Category</b>        | <b>Monthly</b> | <b>Annual</b> |
|----------------------------------|----------------|---------------|
| House Rent Allowance             | 5,914          | 70,968        |
| Leave Travel Assistance          | 1,232          | 14,784        |
| Food Card                        | 500            | 6,000         |
| <b>GROSS BOUQUET OF BENEFITS</b> | <b>7,646</b>   | <b>91,752</b> |





## Annexure

|                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                       |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Ahmedabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Garima Park, IT/ITES SEZ, Plot # 41,<br>Gandhinagar - 382007                                                                                                                                                                                 | <b>Bangalore</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Gate 1, No 42, Think campus, Electronic City phase II,<br>Bangalore - 560100, Karnataka                                                                                           |
| <b>BUBANESHWAR</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Training Lab Venue: Barabati, IRC Block, Ground Floor,<br>Tata Consultancy Services Limited, (UNIT-II) - BARBATI<br>SEZ, IT/ITES - SPECIAL ECONOMIC ZONE (SEZ), PLOT NO.<br>35, CHANDAKA INDUSTRIAL ESTATE, PATIA,<br>Bhubaneswar - 751024 | <b>Chennai</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>415/21-24, Kumaran Nagar, Old Mahabalipuram Rd,<br>TNHB, Sholinganallur, Chennai, Tamil Nadu 600119                                                                                 |
| <b>DELHI – Gurgaon</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Block C, Kings Canyon, ASF Insignia, Gurgaon -<br>Faridabad Road, Gawal Pahari, Gurgaon - 122003,<br>Haryana                                                                                                                           | <b>DELHI – Noida</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. A-44 & A-45, Ground, 1st to 5th Floor & 10th<br>floor, Galaxy Business Park, Block - C & D, Sector - 62,<br>Noida - 201 309, UP                                      |
| <b>Guwahati</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>5th Floor, NEDFi House, G.S. Road, Dispur, Guwahati -<br>781006, Assam                                                                                                                                                                        | <b>Hyderabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Q City, Nanakramguda, Hyderabad                                                                                                                                                   |
| <b>INDORE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor,<br>Village Tigariya Badshah & Bada Bangarda, Tehsil<br>Hatod, Indore - 452018,<br>Madhya Pradesh                                                                                           | <b>KOLKATA</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Ecospace 1B building, 2nd Floor, Plot - IIF/12, New<br>Town, Rajarhat, Kolkata - 700160, West Bengal OR<br>Auditorium, 2nd Floor, Wanderers Building, Delta Park -<br>Lords |
| <b>KOCHI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>TCS centre, Infopark Road Infopark Campus, Infopark,<br>Kakkanad, Kerala 682042                                                                                                                                                                  | <b>MUMBAI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Yantra Park, Pokharan Road Number 2, TCS Approach<br>Rd, Thane, West, Thane, Maharashtra 400606                                                                                      |
| <b>NAGPUR</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,                                                                                                                                                                                         | <b>PUNE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park,<br>Hinjewadi Phase III, Pune - 411057, Maharashtra                                                                               |
| <b>Trivandrum</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Peepul Park, Technopark Campus, Kariyavattom P.O,<br>Trivandrum - 695581, India                                                                                                                                                             |                                                                                                                                                                                                                                                       |



## Annexure

### Confidentiality and IP Terms and Conditions

#### 1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.



## **2. Associate's Obligations**

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

## **3. Intellectual Property Rights**

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filing or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.



#### **4. Prior knowledge**

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

#### **5. Use of third party material**

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

#### **6. Security policies and Guidelines.**

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

#### **7. Working in SBWS Framework:**

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.





(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

## **8. Restriction on Associate's Rights**

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

## **9. No License**

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.



## 10. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

## 11. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay or omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.



(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.



**Offer: Computer Consultancy**

**Ref:**

**TCSL/DT202120218279524/Bangalore**

**Date: 26/11/2021**

Dear Sai Teja Penubakula,

**Sub: Letter of Offer**

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade **Y**. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be **`375000/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year. Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &





Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

## **COMPENSATION AND BENEFITS**

### **BASIC SALARY**

You will be eligible for a basic salary of `14,784/- per month.

### **BOUQUET OF BENEFITS (BoB)**

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

#### **1. House Rent Allowance (HRA)**

Your HRA will be `5,914/- per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

#### **2. Leave Travel Allowance**

You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

#### **3. Food Card**

You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias. As per the Pre-Defined structure you will be eligible for a Food Card with an amount of `500/- being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.



## **PERFORMANCE PAY**

### **Monthly Performance Pay**

You will receive a monthly performance pay of `1,700/-. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

### **Quarterly Variable Allowance**

Your variable allowance will be `600/- per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

## **CITY ALLOWANCE**

You will be eligible for a City Allowance of `200/- per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

## **XPLORE/ LEARNING INCENTIVES**

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

## **OTHER BENEFITS**

### **Health Insurance Scheme**

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:



## **1. Basic Cover**

- i. Entitlement - Includes domiciliary expenses up to `6,000/- per insured person per annum and basic hospitalization expenses up to `2,00,000/- per insured person per annum.
- ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

## **2. Higher Hospitalisation**

Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

- i. Entitlement - You and your enrolled dependants will be entitled for `12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.
- ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

## **Maternity Leave**

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother, may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

## **Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)**

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of `250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

## **Loans**

You will be eligible for loans, as per TCSL's loan policy.

## **Professional Memberships**

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.



## **RETIRALS**

### **Provident Fund**

You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

### **Gratuity**

You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

## **TERMS AND CONDITIONS**

### **1. Aggregate Percentage Requirements**

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

### **2. Pre requisites for Joining**

To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.



### **3. Training Period**

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

### **4. Working Hours**

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

### **5. Mobility**

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

### **6. Compensation Structure / Salary components**

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

### **7. Increments and Promotions**

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

### **8. Alternative Occupation / Employment**

Either during the period of your traineeship or during the period of your employment as a





confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

## **9. Confidentiality Agreement**

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

## **10. Service Agreement**

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL `50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

## **11. Work in SBWS mode**

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.

## **12. Overseas International Assignment Agreement**

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related



documents pertaining to the international assignment for which you are being placed. In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

### **13. Terms and Conditions**

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

### **14. TATA Code of Conduct**

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

### **15. Notice Period**

Upon your confirmation, this contract of employment is terminable by you by giving 90 days notice in writing to TCSL. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion.

Upon your confirmation, this contract of employment may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

It is understood, agreed and made abundantly clear herein that you shall have to necessarily work during the notice period given by TCSL under this clause, unless you are otherwise relieved by TCSL by giving you payment in lieu of notice.

Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by it at its own discretion having regard to the responsibilities shouldered by you while being in the employment of TCS.

### **16. Retirement**

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

### **17. Pre-employment Medical Certificate**

You are required to submit a Medical Certificate of Fitness (in the format prescribed by



TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

### 18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

### 19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining. If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

### 20. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)





- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :

\*There is no criminal offence registered/pending against you

\*There is no disciplinary case pending against you in the university

- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

\*PAN Card (Permanent Account Number)

\*Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)

\*Passport

\*NSR E-Card

## **21. TCS Xperience Program**

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

## **22. Letter of Appointment**

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

## **23. Rules and Regulations of the Company**

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from



time to time. The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

#### **24. Compliance to all clauses**

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

#### **25. Data Privacy Clause:**

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of overseas deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

**Withdrawal of Offer**

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

**For TATA Consultancy Services Limited**

**Girish V. Nandimath**  
**Global Head Talent Acquisition & AIP**



[Click here](#) or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary  
Annexure 2: List of TCS Xplore Centres  
Annexure 3: Confidentiality and IP Terms



## GROSS SALARY SHEET

Annexure 1

|                       |                                          |
|-----------------------|------------------------------------------|
| <b>Name</b>           | <b>Sai Teja<br/>Penuba<br/>kula</b>      |
| <b>Designation</b>    | <b>Assistant System Engineer-Trainee</b> |
| <b>Institute Name</b> | <b>Others</b>                            |

Table 1: Compensation Details (All Components in INR)

| <b>Component Category</b>             | <b>Monthly</b> | <b>Annual</b> |
|---------------------------------------|----------------|---------------|
| <b>1) Fixed Compensation</b>          |                |               |
| Basic Salary                          | 14,784         | 1,77,408      |
| Bouquet Of Benefits #                 | 7,646          | 91,752        |
| <b>2) Performance Pay**</b>           |                |               |
| Monthly Performance Pay               | 1,700          | 20,400        |
| Quarterly Variable Allowance*         | 600            | 7,200         |
| <b>3) City Allowance</b>              | 200            | 2,400         |
| <b>4) Annual Components/Retirals</b>  |                |               |
| Health Insurance***                   | NA             | 7,900         |
| Provident Fund                        | 1,774          | 21,289        |
| Gratuity                              | 711            | 8,533         |
| Total of Annual Components & Retirals | 2,485          | 37,722        |
| <b>TOTAL GROSS</b>                    | <b>27,415</b>  | <b>375000</b> |
| <b>Xplore/ Learning Incentive****</b> |                | Upto 60,000   |

# Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

\* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

\*\*The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

\*\*\* For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

\*\*\*\* Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

| <b>Component Category</b>        | <b>Monthly</b> | <b>Annual</b> |
|----------------------------------|----------------|---------------|
| House Rent Allowance             | 5,914          | 70,968        |
| Leave Travel Assistance          | 1,232          | 14,784        |
| Food Card                        | 500            | 6,000         |
| <b>GROSS BOUQUET OF BENEFITS</b> | <b>7,646</b>   | <b>91,752</b> |





## Annexure

|                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                       |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Ahmedabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Garima Park, IT/ITES SEZ, Plot # 41,<br>Gandhinagar - 382007                                                                                                                                                                                 | <b>Bangalore</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Gate 1, No 42, Think campus, Electronic City phase II,<br>Bangalore - 560100, Karnataka                                                                                           |
| <b>BUBANESHWAR</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Training Lab Venue: Barabati, IRC Block, Ground Floor,<br>Tata Consultancy Services Limited, (UNIT-II) - BARBATI<br>SEZ, IT/ITES - SPECIAL ECONOMIC ZONE (SEZ), PLOT NO.<br>35, CHANDAKA INDUSTRIAL ESTATE, PATIA,<br>Bhubaneswar - 751024 | <b>Chennai</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>415/21-24, Kumaran Nagar, Old Mahabalipuram Rd,<br>TNHB, Sholinganallur, Chennai, Tamil Nadu 600119                                                                                 |
| <b>DELHI – Gurgaon</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Block C, Kings Canyon, ASF Insignia, Gurgaon -<br>Faridabad Road, Gawal Pahari, Gurgaon - 122003,<br>Haryana                                                                                                                           | <b>DELHI – Noida</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. A-44 & A-45, Ground, 1st to 5th Floor & 10th<br>floor, Galaxy Business Park, Block - C & D, Sector - 62,<br>Noida - 201 309, UP                                      |
| <b>Guwahati</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>5th Floor, NEDFi House, G.S. Road, Dispur, Guwahati -<br>781006, Assam                                                                                                                                                                        | <b>Hyderabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Q City, Nanakramguda, Hyderabad                                                                                                                                                   |
| <b>INDORE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor,<br>Village Tigariya Badshah & Bada Bangarda, Tehsil<br>Hatod, Indore - 452018,<br>Madhya Pradesh                                                                                           | <b>KOLKATA</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Ecospace 1B building, 2nd Floor, Plot - IIF/12, New<br>Town, Rajarhat, Kolkata - 700160, West Bengal OR<br>Auditorium, 2nd Floor, Wanderers Building, Delta Park -<br>Lords |
| <b>KOCHI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>TCS centre, Infopark Road Infopark Campus, Infopark,<br>Kakkanad, Kerala 682042                                                                                                                                                                  | <b>MUMBAI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Yantra Park, Pokharan Road Number 2, TCS Approach<br>Rd, Thane, West, Thane, Maharashtra 400606                                                                                      |
| <b>NAGPUR</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,                                                                                                                                                                                         | <b>PUNE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park,<br>Hinjewadi Phase III, Pune - 411057, Maharashtra                                                                               |
| <b>Trivandrum</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Peepul Park, Technopark Campus, Kariyavattom P.O,<br>Trivandrum - 695581, India                                                                                                                                                             |                                                                                                                                                                                                                                                       |



## Annexure

### Confidentiality and IP Terms and Conditions

#### 1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.



## **2. Associate's Obligations**

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

## **3. Intellectual Property Rights**

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filing or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.



#### **4. Prior knowledge**

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

#### **5. Use of third party material**

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

#### **6. Security policies and Guidelines.**

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

#### **7. Working in SBWS Framework:**

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.





(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

## **8. Restriction on Associate's Rights**

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

## **9. No License**

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.



## 10. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

## 11. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay or omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.



(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.



**Offer: Computer Consultancy**

**Ref:**

**TCSL/DT202120218279534/Bangalore**

**Date: 26/11/2021**

Dear Sriranjani,

**Sub: Letter of Offer**

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade **Y**. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be **`375000/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year. Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &

**TCS Confidential**

**1**

**TATA CONSULTANCY SERVICES**

VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore 560 066 India

Tel: 91 80 6724 7000 Fax: 91 80 2841 0114 Website: [www.tcs.com](http://www.tcs.com)

Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021

TCS Careers Serviceline: 1800 209 3111 Email: [careers@tcs.com](mailto:careers@tcs.com)



Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

## **COMPENSATION AND BENEFITS**

### **BASIC SALARY**

You will be eligible for a basic salary of `14,784/- per month.

### **BOUQUET OF BENEFITS (BoB)**

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

#### **1. House Rent Allowance (HRA)**

Your HRA will be `5,914/- per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

#### **2. Leave Travel Allowance**

You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

#### **3. Food Card**

You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias. As per the Pre-Defined structure you will be eligible for a Food Card with an amount of `500/- being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.



## **PERFORMANCE PAY**

### **Monthly Performance Pay**

You will receive a monthly performance pay of `1,700/-. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

### **Quarterly Variable Allowance**

Your variable allowance will be `600/- per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

## **CITY ALLOWANCE**

You will be eligible for a City Allowance of `200/- per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

## **XPLORE/ LEARNING INCENTIVES**

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

## **OTHER BENEFITS**

### **Health Insurance Scheme**

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:





## **1. Basic Cover**

i. Entitlement - Includes domiciliary expenses up to `6,000/- per insured person per annum and basic hospitalization expenses up to `2,00,000/- per insured person per annum.

ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

## **2. Higher Hospitalisation**

Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

i. Entitlement - You and your enrolled dependants will be entitled for `12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

## **Maternity Leave**

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother, may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

## **Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)**

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of `250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

## **Loans**

You will be eligible for loans, as per TCSL's loan policy.

## **Professional Memberships**

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.



## **RETIRALS**

### **Provident Fund**

You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

### **Gratuity**

You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

## **TERMS AND CONDITIONS**

### **1. Aggregate Percentage Requirements**

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

### **2. Pre requisites for Joining**

To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.





### **3. Training Period**

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

### **4. Working Hours**

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

### **5. Mobility**

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

### **6. Compensation Structure / Salary components**

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

### **7. Increments and Promotions**

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

### **8. Alternative Occupation / Employment**

Either during the period of your traineeship or during the period of your employment as a



confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

## **9. Confidentiality Agreement**

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

## **10. Service Agreement**

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL `50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

## **11. Work in SBWS mode**

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.

## **12. Overseas International Assignment Agreement**

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related



documents pertaining to the international assignment for which you are being placed. In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

### **13. Terms and Conditions**

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

### **14. TATA Code of Conduct**

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

### **15. Notice Period**

Upon your confirmation, this contract of employment is terminable by you by giving 90 days notice in writing to TCSL. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion.

Upon your confirmation, this contract of employment may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

It is understood, agreed and made abundantly clear herein that you shall have to necessarily work during the notice period given by TCSL under this clause, unless you are otherwise relieved by TCSL by giving you payment in lieu of notice.

Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by it at its own discretion having regard to the responsibilities shouldered by you while being in the employment of TCS.

### **16. Retirement**

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

### **17. Pre-employment Medical Certificate**

You are required to submit a Medical Certificate of Fitness (in the format prescribed by



TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

## 18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

## 19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining. If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

## 20. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)



- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :

\*There is no criminal offence registered/pending against you

\*There is no disciplinary case pending against you in the university

- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

\*PAN Card (Permanent Account Number)

\*Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)

\*Passport

\*NSR E-Card

## **21. TCS Xperience Program**

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

## **22. Letter of Appointment**

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

## **23. Rules and Regulations of the Company**

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from





time to time. The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

#### **24. Compliance to all clauses**

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

#### **25. Data Privacy Clause:**

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of overseas deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

**Withdrawal of Offer**

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

**For TATA Consultancy Services Limited**

**Girish V. Nandimath**  
**Global Head Talent Acquisition & AIP**



[Click here](#) or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary  
Annexure 2: List of TCS Xplore Centres  
Annexure 3: Confidentiality and IP Terms



## GROSS SALARY SHEET

Annexure 1

|                       |                                          |
|-----------------------|------------------------------------------|
| <b>Name</b>           | <b>Sriranjan</b>                         |
| <b>Designation</b>    | <b>Assistant System Engineer-Trainee</b> |
| <b>Institute Name</b> | <b>Others</b>                            |

Table 1: Compensation Details (All Components in INR)

| <b>Component Category</b>             | <b>Monthly</b> | <b>Annual</b>      |
|---------------------------------------|----------------|--------------------|
| <b>1) Fixed Compensation</b>          |                |                    |
| Basic Salary                          | 14,784         | 1,77,408           |
| Bouquet Of Benefits #                 | 7,646          | 91,752             |
| <b>2) Performance Pay**</b>           |                |                    |
| Monthly Performance Pay               | 1,700          | 20,400             |
| Quarterly Variable Allowance*         | 600            | 7,200              |
| <b>3) City Allowance</b>              | 200            | 2,400              |
| <b>4) Annual Components/Retirals</b>  |                |                    |
| Health Insurance***                   | NA             | 7,900              |
| Provident Fund                        | 1,774          | 21,289             |
| Gratuity                              | 711            | 8,533              |
| Total of Annual Components & Retirals | 2,485          | 37,722             |
| <b>TOTAL GROSS</b>                    | <b>27,415</b>  | <b>375000</b>      |
| <b>Xplore/ Learning Incentive****</b> |                | <b>Upto 60,000</b> |

# Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

\* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

\*\*The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

\*\*\* For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

\*\*\*\* Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

| <b>Component Category</b>        | <b>Monthly</b> | <b>Annual</b> |
|----------------------------------|----------------|---------------|
| House Rent Allowance             | 5,914          | 70,968        |
| Leave Travel Assistance          | 1,232          | 14,784        |
| Food Card                        | 500            | 6,000         |
| <b>GROSS BOUQUET OF BENEFITS</b> | <b>7,646</b>   | <b>91,752</b> |





## Annexure

|                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                       |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Ahmedabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Garima Park, IT/ITES SEZ, Plot # 41,<br>Gandhinagar - 382007                                                                                                                                                                                 | <b>Bangalore</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Gate 1, No 42, Think campus, Electronic City phase II,<br>Bangalore - 560100, Karnataka                                                                                           |
| <b>BUBANESHWAR</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Training Lab Venue: Barabati, IRC Block, Ground Floor,<br>Tata Consultancy Services Limited, (UNIT-II) - BARBATI<br>SEZ, IT/ITES - SPECIAL ECONOMIC ZONE (SEZ), PLOT NO.<br>35, CHANDAKA INDUSTRIAL ESTATE, PATIA,<br>Bhubaneswar - 751024 | <b>Chennai</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>415/21-24, Kumaran Nagar, Old Mahabalipuram Rd,<br>TNHB, Sholinganallur, Chennai, Tamil Nadu 600119                                                                                 |
| <b>DELHI – Gurgaon</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Block C, Kings Canyon, ASF Insignia, Gurgaon -<br>Faridabad Road, Gawal Pahari, Gurgaon - 122003,<br>Haryana                                                                                                                           | <b>DELHI – Noida</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. A-44 & A-45, Ground, 1st to 5th Floor & 10th<br>floor, Galaxy Business Park, Block - C & D, Sector - 62,<br>Noida - 201 309, UP                                      |
| <b>Guwahati</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>5th Floor, NEDFi House, G.S. Road, Dispur, Guwahati -<br>781006, Assam                                                                                                                                                                        | <b>Hyderabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Q City, Nanakramguda, Hyderabad                                                                                                                                                   |
| <b>INDORE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor,<br>Village Tigariya Badshah & Bada Bangarda, Tehsil<br>Hatod, Indore - 452018,<br>Madhya Pradesh                                                                                           | <b>KOLKATA</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Ecospace 1B building, 2nd Floor, Plot - IIF/12, New<br>Town, Rajarhat, Kolkata - 700160, West Bengal OR<br>Auditorium, 2nd Floor, Wanderers Building, Delta Park -<br>Lords |
| <b>KOCHI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>TCS centre, Infopark Road Infopark Campus, Infopark,<br>Kakkanad, Kerala 682042                                                                                                                                                                  | <b>MUMBAI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Yantra Park, Pokharan Road Number 2, TCS Approach<br>Rd, Thane, West, Thane, Maharashtra 400606                                                                                      |
| <b>NAGPUR</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,                                                                                                                                                                                         | <b>PUNE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park,<br>Hinjewadi Phase III, Pune - 411057, Maharashtra                                                                               |
| <b>Trivandrum</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Peepul Park, Technopark Campus, Kariyavattom P.O,<br>Trivandrum - 695581, India                                                                                                                                                             |                                                                                                                                                                                                                                                       |



## Annexure

### Confidentiality and IP Terms and Conditions

#### 1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.



## **2. Associate's Obligations**

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

## **3. Intellectual Property Rights**

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filing or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.



#### **4. Prior knowledge**

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

#### **5. Use of third party material**

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

#### **6. Security policies and Guidelines.**

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

#### **7. Working in SBWS Framework:**

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.





(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

## **8. Restriction on Associate's Rights**

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

## **9. No License**

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.



## **10. Equitable Rights**

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

## **11. General**

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay or omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.



(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.



**Offer: Computer Consultancy**

**Ref:**

**TCSL/DT202120218279512/Bangalore**

**Date: 26/11/2021**

Dear Thilothy P,

**Sub: Letter of Offer**

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade **Y**. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be **`375000/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year. Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &

**TCS Confidential**

**1**

**TATA CONSULTANCY SERVICES**

VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore 560 066 India

Tel: 91 80 6724 7000 Fax: 91 80 2841 0114 Website: [www.tcs.com](http://www.tcs.com)

Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021

TCS Careers Serviceline: 1800 209 3111 Email: [careers@tcs.com](mailto:careers@tcs.com)





Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

## **COMPENSATION AND BENEFITS**

### **BASIC SALARY**

You will be eligible for a basic salary of `14,784/- per month.

### **BOUQUET OF BENEFITS (BoB)**

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

#### **1. House Rent Allowance (HRA)**

Your HRA will be `5,914/- per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

#### **2. Leave Travel Allowance**

You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

#### **3. Food Card**

You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias. As per the Pre-Defined structure you will be eligible for a Food Card with an amount of `500/- being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.



## **PERFORMANCE PAY**

### **Monthly Performance Pay**

You will receive a monthly performance pay of `1,700/-. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

### **Quarterly Variable Allowance**

Your variable allowance will be `600/- per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

## **CITY ALLOWANCE**

You will be eligible for a City Allowance of `200/- per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

## **XPLORE/ LEARNING INCENTIVES**

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

## **OTHER BENEFITS**

### **Health Insurance Scheme**

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:



## **1. Basic Cover**

i. Entitlement - Includes domiciliary expenses up to `6,000/- per insured person per annum and basic hospitalization expenses up to `2,00,000/- per insured person per annum.

ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

## **2. Higher Hospitalisation**

Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

i. Entitlement - You and your enrolled dependants will be entitled for `12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

## **Maternity Leave**

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother, may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

## **Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)**

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of `250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

## **Loans**

You will be eligible for loans, as per TCSL's loan policy.

## **Professional Memberships**

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.



## **RETIRALS**

### **Provident Fund**

You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

### **Gratuity**

You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

## **TERMS AND CONDITIONS**

### **1. Aggregate Percentage Requirements**

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

### **2. Pre requisites for Joining**

To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.



### **3. Training Period**

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

### **4. Working Hours**

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

### **5. Mobility**

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

### **6. Compensation Structure / Salary components**

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

### **7. Increments and Promotions**

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

### **8. Alternative Occupation / Employment**

Either during the period of your traineeship or during the period of your employment as a





confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

## **9. Confidentiality Agreement**

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

## **10. Service Agreement**

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL `50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

## **11. Work in SBWS mode**

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.

## **12. Overseas International Assignment Agreement**

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related



documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

### **13. Terms and Conditions**

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

### **14. TATA Code of Conduct**

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

### **15. Notice Period**

Upon your confirmation, this contract of employment is terminable by you by giving 90 days notice in writing to TCSL. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion.

Upon your confirmation, this contract of employment may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

It is understood, agreed and made abundantly clear herein that you shall have to necessarily work during the notice period given by TCSL under this clause, unless you are otherwise relieved by TCSL by giving you payment in lieu of notice.

Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by it at its own discretion having regard to the responsibilities shouldered by you while being in the employment of TCS.

### **16. Retirement**

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

### **17. Pre-employment Medical Certificate**

You are required to submit a Medical Certificate of Fitness (in the format prescribed by



TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

### 18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

### 19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining. If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

### 20. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)





- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :

\*There is no criminal offence registered/pending against you

\*There is no disciplinary case pending against you in the university

- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

\*PAN Card (Permanent Account Number)

\*Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)

\*Passport

\*NSR E-Card

## **21. TCS Xperience Program**

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

## **22. Letter of Appointment**

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

## **23. Rules and Regulations of the Company**

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from



time to time. The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

#### **24. Compliance to all clauses**

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

#### **25. Data Privacy Clause:**

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of overseas deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

**Withdrawal of Offer**

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

**For TATA Consultancy Services Limited**

**Girish V. Nandimath**  
**Global Head Talent Acquisition & AIP**



[Click here](#) or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary  
Annexure 2: List of TCS Xplore Centres  
Annexure 3: Confidentiality and IP Terms



## GROSS SALARY SHEET

Annexure 1

|                       |                                          |
|-----------------------|------------------------------------------|
| <b>Name</b>           | <b>Thilothy P</b>                        |
| <b>Designation</b>    | <b>Assistant System Engineer-Trainee</b> |
| <b>Institute Name</b> | <b>Others</b>                            |

Table 1: Compensation Details (All Components in INR)

| <b>Component Category</b>             | <b>Monthly</b> | <b>Annual</b>      |
|---------------------------------------|----------------|--------------------|
| <b>1) Fixed Compensation</b>          |                |                    |
| Basic Salary                          | 14,784         | 1,77,408           |
| Bouquet Of Benefits #                 | 7,646          | 91,752             |
| <b>2) Performance Pay**</b>           |                |                    |
| Monthly Performance Pay               | 1,700          | 20,400             |
| Quarterly Variable Allowance*         | 600            | 7,200              |
| <b>3) City Allowance</b>              | 200            | 2,400              |
| <b>4) Annual Components/Retirals</b>  |                |                    |
| Health Insurance***                   | NA             | 7,900              |
| Provident Fund                        | 1,774          | 21,289             |
| Gratuity                              | 711            | 8,533              |
| Total of Annual Components & Retirals | 2,485          | 37,722             |
| <b>TOTAL GROSS</b>                    | <b>27,415</b>  | <b>375000</b>      |
| <b>Xplore/ Learning Incentive****</b> |                | <b>Upto 60,000</b> |

# Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

\* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

\*\*The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

\*\*\* For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

\*\*\*\* Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

| <b>Component Category</b>        | <b>Monthly</b> | <b>Annual</b> |
|----------------------------------|----------------|---------------|
| House Rent Allowance             | 5,914          | 70,968        |
| Leave Travel Assistance          | 1,232          | 14,784        |
| Food Card                        | 500            | 6,000         |
| <b>GROSS BOUQUET OF BENEFITS</b> | <b>7,646</b>   | <b>91,752</b> |





## Annexure

|                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                       |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Ahmedabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Garima Park, IT/ITES SEZ, Plot # 41,<br>Gandhinagar - 382007                                                                                                                                                                                 | <b>Bangalore</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Gate 1, No 42, Think campus, Electronic City phase II,<br>Bangalore - 560100, Karnataka                                                                                           |
| <b>BUBANESHWAR</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Training Lab Venue: Barabati, IRC Block, Ground Floor,<br>Tata Consultancy Services Limited, (UNIT-II) - BARBATI<br>SEZ, IT/ITES - SPECIAL ECONOMIC ZONE (SEZ), PLOT NO.<br>35, CHANDAKA INDUSTRIAL ESTATE, PATIA,<br>Bhubaneswar - 751024 | <b>Chennai</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>415/21-24, Kumaran Nagar, Old Mahabalipuram Rd,<br>TNHB, Sholinganallur, Chennai, Tamil Nadu 600119                                                                                 |
| <b>DELHI – Gurgaon</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Block C, Kings Canyon, ASF Insignia, Gurgaon -<br>Faridabad Road, Gawal Pahari, Gurgaon - 122003,<br>Haryana                                                                                                                           | <b>DELHI – Noida</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. A-44 & A-45, Ground, 1st to 5th Floor & 10th<br>floor, Galaxy Business Park, Block - C & D, Sector - 62,<br>Noida - 201 309, UP                                      |
| <b>Guwahati</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>5th Floor, NEDFi House, G.S. Road, Dispur, Guwahati -<br>781006, Assam                                                                                                                                                                        | <b>Hyderabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Q City, Nanakramguda, Hyderabad                                                                                                                                                   |
| <b>INDORE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor,<br>Village Tigariya Badshah & Bada Bangarda, Tehsil<br>Hatod, Indore - 452018,<br>Madhya Pradesh                                                                                           | <b>KOLKATA</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Ecospace 1B building, 2nd Floor, Plot - IIF/12, New<br>Town, Rajarhat, Kolkata - 700160, West Bengal OR<br>Auditorium, 2nd Floor, Wanderers Building, Delta Park -<br>Lords |
| <b>KOCHI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>TCS centre, Infopark Road Infopark Campus, Infopark,<br>Kakkanad, Kerala 682042                                                                                                                                                                  | <b>MUMBAI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Yantra Park, Pokharan Road Number 2, TCS Approach<br>Rd, Thane, West, Thane, Maharashtra 400606                                                                                      |
| <b>NAGPUR</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,                                                                                                                                                                                         | <b>PUNE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park,<br>Hinjewadi Phase III, Pune - 411057, Maharashtra                                                                               |
| <b>Trivandrum</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Peepul Park, Technopark Campus, Kariyavattom P.O,<br>Trivandrum - 695581, India                                                                                                                                                             |                                                                                                                                                                                                                                                       |



## Annexure

### Confidentiality and IP Terms and Conditions

#### 1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.



## **2. Associate's Obligations**

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

## **3. Intellectual Property Rights**

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filing or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.



#### **4. Prior knowledge**

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

#### **5. Use of third party material**

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

#### **6. Security policies and Guidelines.**

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

#### **7. Working in SBWS Framework:**

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.





(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

## **8. Restriction on Associate's Rights**

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

## **9. No License**

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.



## **10. Equitable Rights**

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

## **11. General**

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay or omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.



(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.



## **Offer: Computer Consultancy**

Dear URAVAKONDA ABHIRAM REDDY,

### **Sub: Letter of Offer**

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade **Y**. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be **₹350000/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year. Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &

**TCS Confidential**

**TCSL/DT20218279501**

**1**

**TATA CONSULTANCY SERVICES**

VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore 560 066 India

Tel: 91 80 6724 7000 Fax: 91 80 2841 0114 Website: [www.tcs.com](http://www.tcs.com)

Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021

TCS Careers Serviceline: 1800 209 3111 Email: [careers@tcs.com](mailto:careers@tcs.com)



Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

## **COMPENSATION AND BENEFITS**

### **BASIC SALARY**

You will be eligible for a basic salary of ₹14,784/- per month.

### **BOUQUET OF BENEFITS (BoB)**

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

#### **1. House Rent Allowance (HRA)**

Your HRA will be ₹5,914/- per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

#### **2. Leave Travel Allowance**

You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

#### **3. Food Card**

You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias. As per the Pre-Defined structure you will be eligible for a Food Card with an amount of ₹500/- being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.



## **PERFORMANCE PAY**

### **Monthly Performance Pay**

You will receive a monthly performance pay of ₹1,700/-. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

### **Quarterly Variable Allowance**

Your variable allowance will be ₹600/- per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

## **CITY ALLOWANCE**

You will be eligible for a City Allowance of ₹200/- per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

## **XPLORE/ LEARNING INCENTIVES**

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

## **OTHER BENEFITS**

### **Health Insurance Scheme**

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:





## **1. Basic Cover**

i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.

ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

## **2. Higher Hospitalisation**

Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

## **Maternity Leave**

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother, may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

## **Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)**

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

## **Loans**

You will be eligible for loans, as per TCSL's loan policy.

## **Professional Memberships**

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.



## **RETIRALS**

### **Provident Fund**

You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

### **Gratuity**

You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

## **TERMS AND CONDITIONS**

### **1. Aggregate Percentage Requirements**

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

### **2. Pre requisites for Joining**

To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.





### **3. Training Period**

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

### **4. Working Hours**

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

### **5. Mobility**

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

### **6. Compensation Structure / Salary components**

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

### **7. Increments and Promotions**

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

### **8. Alternative Occupation / Employment**

Either during the period of your traineeship or during the period of your employment as a



confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

## **9. Confidentiality Agreement**

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

## **10. Service Agreement**

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

## **11. Work in SBWS mode**

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.

## **12. Overseas International Assignment Agreement**

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related



documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

### **13. Terms and Conditions**

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

### **14. TATA Code of Conduct**

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

### **15. Notice Period**

Upon your confirmation, this contract of employment is terminable by you by giving 90 days notice in writing to TCSL. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion.

Upon your confirmation, this contract of employment may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

It is understood, agreed and made abundantly clear herein that you shall have to necessarily work during the notice period given by TCSL under this clause, unless you are otherwise relieved by TCSL by giving you payment in lieu of notice.

Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by it at its own discretion having regard to the responsibilities shouldered by you while being in the employment of TCS.

### **16. Retirement**

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

### **17. Pre-employment Medical Certificate**

You are required to submit a Medical Certificate of Fitness (in the format prescribed by



TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

## 18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

## 19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining. If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

## 20. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)





- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :

\*There is no criminal offence registered/pending against you

\*There is no disciplinary case pending against you in the university

- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

\*PAN Card (Permanent Account Number)

\*Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)

\*Passport

\*NSR E-Card

## **21. TCS Xperience Program**

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

## **22. Letter of Appointment**

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

## **23. Rules and Regulations of the Company**

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from



time to time. The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

## **24. Compliance to all clauses**

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

## **25. Data Privacy Clause:**

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of overseas deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

**Withdrawal of Offer**

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

**For TATA Consultancy Services Limited**

**Girish V. Nandimath**  
**Global Head Talent Acquisition & AIP**



[Click here](#) or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary  
Annexure 2: List of TCS Xplore Centres  
Annexure 3: Confidentiality and IP Terms



## GROSS SALARY SHEET

Annexure 1

|                       |                                          |
|-----------------------|------------------------------------------|
| <b>Name</b>           | <b>URAVAKONDA ABHIRAM REDDY</b>          |
| <b>Designation</b>    | <b>Assistant System Engineer-Trainee</b> |
| <b>Institute Name</b> | <b>Others</b>                            |

Table 1: Compensation Details (All Components in INR)

| <b>Component Category</b>             | <b>Monthly</b> | <b>Annual</b> |
|---------------------------------------|----------------|---------------|
| <b>1) Fixed Compensation</b>          |                |               |
| Basic Salary                          | 14,784         | 1,77,408      |
| Bouquet Of Benefits #                 | 7,646          | 91,752        |
| <b>2) Performance Pay**</b>           |                |               |
| Monthly Performance Pay               | 1,700          | 20,400        |
| Quarterly Variable Allowance*         | 600            | 7,200         |
| <b>3) City Allowance</b>              | 200            | 2,400         |
| <b>4) Annual Components/Retirals</b>  |                |               |
| Health Insurance***                   | NA             | 7,900         |
| Provident Fund                        | 1,774          | 21,289        |
| Gratuity                              | 711            | 8,533         |
| Total of Annual Components & Retirals | 2,485          | 37,722        |
| <b>TOTAL GROSS</b>                    | 27,415         | 350000        |
| <b>Xplore/ Learning Incentive****</b> |                | Upto 60,000   |

# Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

\* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

\*\*The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

\*\*\* For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

\*\*\*\* Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

| <b>Component Category</b>        | <b>Monthly</b> | <b>Annual</b> |
|----------------------------------|----------------|---------------|
| House Rent Allowance             | 5,914          | 70,968        |
| Leave Travel Assistance          | 1,232          | 14,784        |
| Food Card                        | 500            | 6,000         |
| <b>GROSS BOUQUET OF BENEFITS</b> | 7,646          | 91,752        |





## Annexure 2

|                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                       |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Ahmedabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Garima Park, IT/ITES SEZ, Plot # 41,<br>Gandhinagar - 382007                                                                                                                                                                               | <b>Bangalore</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Gate 1, No 42, Think campus, Electronic City phase II,<br>Bangalore - 560100, Karnataka                                                                                           |
| <b>BUBANESHWAR</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Training Lab Venue: Barabati, IRC Block, Ground Floor,<br>Tata Consultancy Services Limited, (UNIT-II) - BARBATI<br>SEZ, IT/ITES SPECIAL ECONOMIC ZONE (SEZ), PLOT NO.<br>35, CHANDAKA INDUSTRIAL ESTATE, PATIA,<br>Bhubaneswar - 751024 | <b>Chennai</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>415/21-24, Kumaran Nagar, Old Mahabalipuram Rd,<br>TNHB, Sholinganallur, Chennai, Tamil Nadu 600119                                                                                 |
| <b>DELHI – Gurgaon</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Block C, Kings Canyon, ASF Insignia, Gurgaon -<br>Faridabad Road, Gawal Pahari, Gurgaon - 122003,<br>Haryana                                                                                                                         | <b>DELHI – Noida</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. A-44 & A-45, Ground, 1st to 5th Floor & 10th<br>floor, Galaxy Business Park, Block - C & D, Sector - 62,<br>Noida - 201 309, UP                                      |
| <b>Guwahati</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>5th Floor, NEDFi House, G.S. Road, Dispur, Guwahati -<br>781006, Assam                                                                                                                                                                      | <b>Hyderabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Q City, Nanakramguda, Hyderabad                                                                                                                                                   |
| <b>INDORE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor,<br>Village Tigariya Badshah & Bada Bangarde, Tehsil<br>Hatod, Indore - 452018,<br>Madhya Pradesh                                                                                         | <b>KOLKATA</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Ecospace 1B building, 2nd Floor, Plot - IIF/12, New<br>Town, Rajarhat, Kolkata - 700160, West Bengal OR<br>Auditorium, 2nd Floor, Wanderers Building, Delta Park -<br>Lords |
| <b>KOCHI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>TCS centre, Infopark Road Infopark Campus, Infopark,<br>Kakkanad, Kerala 682042                                                                                                                                                                | <b>MUMBAI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Yantra Park, Pokharan Road Number 2, TCS Approach<br>Rd, Thane, West, Thane, Maharashtra 400606                                                                                      |
| <b>NAGPUR</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,                                                                                                                                                                                       | <b>PUNE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park,<br>Hinjewadi Phase III, Pune - 411057, Maharashtra                                                                               |
| <b>Trivandrum</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Peepul Park, Technopark Campus, Kariyavattom P.O,<br>Trivandrum - 695581, India                                                                                                                                                           |                                                                                                                                                                                                                                                       |



## Annexure 3

### Confidentiality and IP Terms and Conditions

#### 1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.



## **2. Associate's Obligations**

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

## **3. Intellectual Property Rights**

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filing or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.



#### **4. Prior knowledge**

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

#### **5. Use of third party material**

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

#### **6. Security policies and Guidelines.**

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

#### **7. Working in SBWS Framework:**

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.





(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

## **8. Restriction on Associate's Rights**

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

## **9. No License**

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.



## 10. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

## 11. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay or omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.



(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.



**Offer: Computer Consultancy**

**Ref:**

**TCSL/DT202120218279510/Bangalore**

**Date: 26/11/2021**

Dear Vaishnavi Kulkarni,

**Sub: Letter of Offer**

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade **Y**. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be **`375000/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year. Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &

**TCS Confidential**

**1**

**TATA CONSULTANCY SERVICES**

VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore 560 066 India

Tel: 91 80 6724 7000 Fax: 91 80 2841 0114 Website: [www.tcs.com](http://www.tcs.com)

Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021

TCS Careers Serviceline: 1800 209 3111 Email: [careers@tcs.com](mailto:careers@tcs.com)





Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

## **COMPENSATION AND BENEFITS**

### **BASIC SALARY**

You will be eligible for a basic salary of `14,784/- per month.

### **BOUQUET OF BENEFITS (BoB)**

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

#### **1. House Rent Allowance (HRA)**

Your HRA will be `5,914/- per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

#### **2. Leave Travel Allowance**

You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

#### **3. Food Card**

You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias. As per the Pre-Defined structure you will be eligible for a Food Card with an amount of `500/- being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.



## **PERFORMANCE PAY**

### **Monthly Performance Pay**

You will receive a monthly performance pay of `1,700/-. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

### **Quarterly Variable Allowance**

Your variable allowance will be `600/- per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

## **CITY ALLOWANCE**

You will be eligible for a City Allowance of `200/- per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

## **XPLORE/ LEARNING INCENTIVES**

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

## **OTHER BENEFITS**

### **Health Insurance Scheme**

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:



## **1. Basic Cover**

i. Entitlement - Includes domiciliary expenses up to `6,000/- per insured person per annum and basic hospitalization expenses up to `2,00,000/- per insured person per annum.

ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

## **2. Higher Hospitalisation**

Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

i. Entitlement - You and your enrolled dependants will be entitled for `12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

## **Maternity Leave**

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother, may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

## **Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)**

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of `250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

## **Loans**

You will be eligible for loans, as per TCSL's loan policy.

## **Professional Memberships**

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.



## **RETIRALS**

### **Provident Fund**

You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

### **Gratuity**

You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

## **TERMS AND CONDITIONS**

### **1. Aggregate Percentage Requirements**

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

### **2. Pre requisites for Joining**

To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.



### **3. Training Period**

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

### **4. Working Hours**

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

### **5. Mobility**

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

### **6. Compensation Structure / Salary components**

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

### **7. Increments and Promotions**

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

### **8. Alternative Occupation / Employment**

Either during the period of your traineeship or during the period of your employment as a





confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

## **9. Confidentiality Agreement**

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

## **10. Service Agreement**

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL `50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

## **11. Work in SBWS mode**

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.

## **12. Overseas International Assignment Agreement**

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related



documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

### **13. Terms and Conditions**

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

### **14. TATA Code of Conduct**

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

### **15. Notice Period**

Upon your confirmation, this contract of employment is terminable by you by giving 90 days notice in writing to TCSL. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion.

Upon your confirmation, this contract of employment may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

It is understood, agreed and made abundantly clear herein that you shall have to necessarily work during the notice period given by TCSL under this clause, unless you are otherwise relieved by TCSL by giving you payment in lieu of notice.

Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by it at its own discretion having regard to the responsibilities shouldered by you while being in the employment of TCS.

### **16. Retirement**

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

### **17. Pre-employment Medical Certificate**

You are required to submit a Medical Certificate of Fitness (in the format prescribed by



TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

### 18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

### 19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining. If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

### 20. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)





- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :

\*There is no criminal offence registered/pending against you

\*There is no disciplinary case pending against you in the university

- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

\*PAN Card (Permanent Account Number)

\*Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)

\*Passport

\*NSR E-Card

## **21. TCS Xperience Program**

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

## **22. Letter of Appointment**

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

## **23. Rules and Regulations of the Company**

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from



time to time. The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

#### **24. Compliance to all clauses**

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

#### **25. Data Privacy Clause:**

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of overseas deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

**Withdrawal of Offer**

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

**For TATA Consultancy Services Limited**

**Girish V. Nandimath**  
**Global Head Talent Acquisition & AIP**



[Click here](#) or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary  
Annexure 2: List of TCS Xplore Centres  
Annexure 3: Confidentiality and IP Terms



## GROSS SALARY SHEET

Annexure 1

|                       |                                          |
|-----------------------|------------------------------------------|
| <b>Name</b>           | <b>Vaishnavi Kulkarni</b>                |
| <b>Designation</b>    | <b>Assistant System Engineer-Trainee</b> |
| <b>Institute Name</b> | <b>Others</b>                            |

Table 1: Compensation Details (All Components in INR)

| <b>Component Category</b>             | <b>Monthly</b> | <b>Annual</b> |
|---------------------------------------|----------------|---------------|
| <b>1) Fixed Compensation</b>          |                |               |
| Basic Salary                          | 14,784         | 1,77,408      |
| Bouquet Of Benefits #                 | 7,646          | 91,752        |
| <b>2) Performance Pay**</b>           |                |               |
| Monthly Performance Pay               | 1,700          | 20,400        |
| Quarterly Variable Allowance*         | 600            | 7,200         |
| <b>3) City Allowance</b>              | 200            | 2,400         |
| <b>4) Annual Components/Retirals</b>  |                |               |
| Health Insurance***                   | NA             | 7,900         |
| Provident Fund                        | 1,774          | 21,289        |
| Gratuity                              | 711            | 8,533         |
| Total of Annual Components & Retirals | 2,485          | 37,722        |
| <b>TOTAL GROSS</b>                    | <b>27,415</b>  | <b>375000</b> |
| <b>Xplore/ Learning Incentive****</b> |                | Upto 60,000   |

# Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

\* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

\*\*The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

\*\*\* For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

\*\*\*\* Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

| <b>Component Category</b>        | <b>Monthly</b> | <b>Annual</b> |
|----------------------------------|----------------|---------------|
| House Rent Allowance             | 5,914          | 70,968        |
| Leave Travel Assistance          | 1,232          | 14,784        |
| Food Card                        | 500            | 6,000         |
| <b>GROSS BOUQUET OF BENEFITS</b> | <b>7,646</b>   | <b>91,752</b> |





## Annexure

|                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                       |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Ahmedabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Garima Park, IT/ITES SEZ, Plot # 41,<br>Gandhinagar - 382007                                                                                                                                                                                 | <b>Bangalore</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Gate 1, No 42, Think campus, Electronic City phase II,<br>Bangalore - 560100, Karnataka                                                                                           |
| <b>BUBANESHWAR</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Training Lab Venue: Barabati, IRC Block, Ground Floor,<br>Tata Consultancy Services Limited, (UNIT-II) - BARBATI<br>SEZ, IT/ITES - SPECIAL ECONOMIC ZONE (SEZ), PLOT NO.<br>35, CHANDAKA INDUSTRIAL ESTATE, PATIA,<br>Bhubaneswar - 751024 | <b>Chennai</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>415/21-24, Kumaran Nagar, Old Mahabalipuram Rd,<br>TNHB, Sholinganallur, Chennai, Tamil Nadu 600119                                                                                 |
| <b>DELHI – Gurgaon</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Block C, Kings Canyon, ASF Insignia, Gurgaon -<br>Faridabad Road, Gawal Pahari, Gurgaon - 122003,<br>Haryana                                                                                                                           | <b>DELHI – Noida</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. A-44 & A-45, Ground, 1st to 5th Floor & 10th<br>floor, Galaxy Business Park, Block - C & D, Sector - 62,<br>Noida - 201 309, UP                                      |
| <b>Guwahati</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>5th Floor, NEDFi House, G.S. Road, Dispur, Guwahati -<br>781006, Assam                                                                                                                                                                        | <b>Hyderabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Q City, Nanakramguda, Hyderabad                                                                                                                                                   |
| <b>INDORE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor,<br>Village Tigariya Badshah & Bada Bangarda, Tehsil<br>Hatod, Indore - 452018,<br>Madhya Pradesh                                                                                           | <b>KOLKATA</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Ecospace 1B building, 2nd Floor, Plot - IIF/12, New<br>Town, Rajarhat, Kolkata - 700160, West Bengal OR<br>Auditorium, 2nd Floor, Wanderers Building, Delta Park -<br>Lords |
| <b>KOCHI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>TCS centre, Infopark Road Infopark Campus, Infopark,<br>Kakkanad, Kerala 682042                                                                                                                                                                  | <b>MUMBAI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Yantra Park, Pokharan Road Number 2, TCS Approach<br>Rd, Thane, West, Thane, Maharashtra 400606                                                                                      |
| <b>NAGPUR</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,                                                                                                                                                                                         | <b>PUNE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park,<br>Hinjewadi Phase III, Pune - 411057, Maharashtra                                                                               |
| <b>Trivandrum</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Peepul Park, Technopark Campus, Kariyavattom P.O,<br>Trivandrum - 695581, India                                                                                                                                                             |                                                                                                                                                                                                                                                       |



## Annexure

### Confidentiality and IP Terms and Conditions

#### 1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.



## **2. Associate's Obligations**

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

## **3. Intellectual Property Rights**

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filing or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.



#### **4. Prior knowledge**

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

#### **5. Use of third party material**

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

#### **6. Security policies and Guidelines.**

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

#### **7. Working in SBWS Framework:**

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.





(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

## **8. Restriction on Associate's Rights**

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

## **9. No License**

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.



## 10. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

## 11. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay or omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.



(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.



**Offer: Computer Consultancy**

**Ref:**

**TCSL/DT202120218279506/Bangalore**

**Date: 26/11/2021**

Dear Varsha N,

**Sub: Letter of Offer**

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade **Y**. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be **`375000/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year. Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &

**TCS Confidential**

**1**

**TATA CONSULTANCY SERVICES**

VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore 560 066 India

Tel: 91 80 6724 7000 Fax: 91 80 2841 0114 Website: [www.tcs.com](http://www.tcs.com)

Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021

TCS Careers Serviceline: 1800 209 3111 Email: [careers@tcs.com](mailto:careers@tcs.com)



Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

## **COMPENSATION AND BENEFITS**

### **BASIC SALARY**

You will be eligible for a basic salary of `14,784/- per month.

### **BOUQUET OF BENEFITS (BoB)**

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

#### **1. House Rent Allowance (HRA)**

Your HRA will be `5,914/- per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

#### **2. Leave Travel Allowance**

You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

#### **3. Food Card**

You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias. As per the Pre-Defined structure you will be eligible for a Food Card with an amount of `500/- being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.



## **PERFORMANCE PAY**

### **Monthly Performance Pay**

You will receive a monthly performance pay of `1,700/-. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

### **Quarterly Variable Allowance**

Your variable allowance will be `600/- per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

## **CITY ALLOWANCE**

You will be eligible for a City Allowance of `200/- per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

## **XPLORE/ LEARNING INCENTIVES**

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

## **OTHER BENEFITS**

### **Health Insurance Scheme**

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:





## **1. Basic Cover**

i. Entitlement - Includes domiciliary expenses up to `6,000/- per insured person per annum and basic hospitalization expenses up to `2,00,000/- per insured person per annum.

ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

## **2. Higher Hospitalisation**

Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

i. Entitlement - You and your enrolled dependants will be entitled for `12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

## **Maternity Leave**

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother, may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

## **Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)**

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of `250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

## **Loans**

You will be eligible for loans, as per TCSL's loan policy.

## **Professional Memberships**

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.



## **RETIRALS**

### **Provident Fund**

You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

### **Gratuity**

You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

## **TERMS AND CONDITIONS**

### **1. Aggregate Percentage Requirements**

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

### **2. Pre requisites for Joining**

To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.





### **3. Training Period**

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

### **4. Working Hours**

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

### **5. Mobility**

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

### **6. Compensation Structure / Salary components**

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

### **7. Increments and Promotions**

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

### **8. Alternative Occupation / Employment**

Either during the period of your traineeship or during the period of your employment as a



confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

## **9. Confidentiality Agreement**

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

## **10. Service Agreement**

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL `50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

## **11. Work in SBWS mode**

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.

## **12. Overseas International Assignment Agreement**

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related



documents pertaining to the international assignment for which you are being placed. In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

### **13. Terms and Conditions**

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

### **14. TATA Code of Conduct**

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

### **15. Notice Period**

Upon your confirmation, this contract of employment is terminable by you by giving 90 days notice in writing to TCSL. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion.

Upon your confirmation, this contract of employment may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

It is understood, agreed and made abundantly clear herein that you shall have to necessarily work during the notice period given by TCSL under this clause, unless you are otherwise relieved by TCSL by giving you payment in lieu of notice.

Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by it at its own discretion having regard to the responsibilities shouldered by you while being in the employment of TCS.

### **16. Retirement**

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

### **17. Pre-employment Medical Certificate**

You are required to submit a Medical Certificate of Fitness (in the format prescribed by



TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

### 18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

### 19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining. If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

### 20. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)



- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :

\*There is no criminal offence registered/pending against you

\*There is no disciplinary case pending against you in the university

- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

\*PAN Card (Permanent Account Number)

\*Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)

\*Passport

\*NSR E-Card

## **21. TCS Xperience Program**

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

## **22. Letter of Appointment**

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

## **23. Rules and Regulations of the Company**

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from





time to time. The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

#### **24. Compliance to all clauses**

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

#### **25. Data Privacy Clause:**

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of overseas deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

**Withdrawal of Offer**

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

**For TATA Consultancy Services Limited**

**Girish V. Nandimath**  
**Global Head Talent Acquisition & AIP**



[Click here](#) or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary  
Annexure 2: List of TCS Xplore Centres  
Annexure 3: Confidentiality and IP Terms



## GROSS SALARY SHEET

Annexure 1

|                       |                                          |
|-----------------------|------------------------------------------|
| <b>Name</b>           | <b>Varsha N</b>                          |
| <b>Designation</b>    | <b>Assistant System Engineer-Trainee</b> |
| <b>Institute Name</b> | <b>Others</b>                            |

Table 1: Compensation Details (All Components in INR)

| <b>Component Category</b>             | <b>Monthly</b> | <b>Annual</b>      |
|---------------------------------------|----------------|--------------------|
| <b>1) Fixed Compensation</b>          |                |                    |
| Basic Salary                          | 14,784         | 1,77,408           |
| Bouquet Of Benefits #                 | 7,646          | 91,752             |
| <b>2) Performance Pay**</b>           |                |                    |
| Monthly Performance Pay               | 1,700          | 20,400             |
| Quarterly Variable Allowance*         | 600            | 7,200              |
| <b>3) City Allowance</b>              | 200            | 2,400              |
| <b>4) Annual Components/Retirals</b>  |                |                    |
| Health Insurance***                   | NA             | 7,900              |
| Provident Fund                        | 1,774          | 21,289             |
| Gratuity                              | 711            | 8,533              |
| Total of Annual Components & Retirals | 2,485          | 37,722             |
| <b>TOTAL GROSS</b>                    | <b>27,415</b>  | <b>375000</b>      |
| <b>Xplore/ Learning Incentive****</b> |                | <b>Upto 60,000</b> |

# Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

\* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

\*\*The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

\*\*\* For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

\*\*\*\* Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

| <b>Component Category</b>        | <b>Monthly</b> | <b>Annual</b> |
|----------------------------------|----------------|---------------|
| House Rent Allowance             | 5,914          | 70,968        |
| Leave Travel Assistance          | 1,232          | 14,784        |
| Food Card                        | 500            | 6,000         |
| <b>GROSS BOUQUET OF BENEFITS</b> | <b>7,646</b>   | <b>91,752</b> |





## Annexure

|                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                       |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Ahmedabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Garima Park, IT/ITES SEZ, Plot # 41,<br>Gandhinagar - 382007                                                                                                                                                                                 | <b>Bangalore</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Gate 1, No 42, Think campus, Electronic City phase II,<br>Bangalore - 560100, Karnataka                                                                                           |
| <b>BUBANESHWAR</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Training Lab Venue: Barabati, IRC Block, Ground Floor,<br>Tata Consultancy Services Limited, (UNIT-II) - BARBATI<br>SEZ, IT/ITES - SPECIAL ECONOMIC ZONE (SEZ), PLOT NO.<br>35, CHANDAKA INDUSTRIAL ESTATE, PATIA,<br>Bhubaneswar - 751024 | <b>Chennai</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>415/21-24, Kumaran Nagar, Old Mahabalipuram Rd,<br>TNHB, Sholinganallur, Chennai, Tamil Nadu 600119                                                                                 |
| <b>DELHI – Gurgaon</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Block C, Kings Canyon, ASF Insignia, Gurgaon -<br>Faridabad Road, Gawal Pahari, Gurgaon - 122003,<br>Haryana                                                                                                                           | <b>DELHI – Noida</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. A-44 & A-45, Ground, 1st to 5th Floor & 10th<br>floor, Galaxy Business Park, Block - C & D, Sector - 62,<br>Noida - 201 309, UP                                      |
| <b>Guwahati</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>5th Floor, NEDFi House, G.S. Road, Dispur, Guwahati -<br>781006, Assam                                                                                                                                                                        | <b>Hyderabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Q City, Nanakramguda, Hyderabad                                                                                                                                                   |
| <b>INDORE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor,<br>Village Tigariya Badshah & Bada Bangarda, Tehsil<br>Hatod, Indore - 452018,<br>Madhya Pradesh                                                                                           | <b>KOLKATA</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Ecospace 1B building, 2nd Floor, Plot - IIF/12, New<br>Town, Rajarhat, Kolkata - 700160, West Bengal OR<br>Auditorium, 2nd Floor, Wanderers Building, Delta Park -<br>Lords |
| <b>KOCHI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>TCS centre, Infopark Road Infopark Campus, Infopark,<br>Kakkanad, Kerala 682042                                                                                                                                                                  | <b>MUMBAI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Yantra Park, Pokharan Road Number 2, TCS Approach<br>Rd, Thane, West, Thane, Maharashtra 400606                                                                                      |
| <b>NAGPUR</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,                                                                                                                                                                                         | <b>PUNE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park,<br>Hinjewadi Phase III, Pune - 411057, Maharashtra                                                                               |
| <b>Trivandrum</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Peepul Park, Technopark Campus, Kariyavattom P.O,<br>Trivandrum - 695581, India                                                                                                                                                             |                                                                                                                                                                                                                                                       |



## Annexure

### Confidentiality and IP Terms and Conditions

#### 1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.



## **2. Associate's Obligations**

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

## **3. Intellectual Property Rights**

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filing or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.



#### **4. Prior knowledge**

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

#### **5. Use of third party material**

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

#### **6. Security policies and Guidelines.**

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

#### **7. Working in SBWS Framework:**

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.





(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

## **8. Restriction on Associate's Rights**

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

## **9. No License**

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.



## **10. Equitable Rights**

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

## **11. General**

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay or omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.



(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.



**Offer: Computer Consultancy**

**Ref:**

**TCSL/DT202120218279528/Bangalore**

**Date: 26/11/2021**

Dear Vikram Premanand,

**Sub: Letter of Offer**

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade **Y**. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be **`375000/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year. Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &





Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

## **COMPENSATION AND BENEFITS**

### **BASIC SALARY**

You will be eligible for a basic salary of `14,784/- per month.

### **BOUQUET OF BENEFITS (BoB)**

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

#### **1. House Rent Allowance (HRA)**

Your HRA will be `5,914/- per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

#### **2. Leave Travel Allowance**

You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

#### **3. Food Card**

You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias. As per the Pre-Defined structure you will be eligible for a Food Card with an amount of `500/- being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.



## **PERFORMANCE PAY**

### **Monthly Performance Pay**

You will receive a monthly performance pay of `1,700/-. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

### **Quarterly Variable Allowance**

Your variable allowance will be `600/- per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

## **CITY ALLOWANCE**

You will be eligible for a City Allowance of `200/- per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

## **XPLORE/ LEARNING INCENTIVES**

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

## **OTHER BENEFITS**

### **Health Insurance Scheme**

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:



## **1. Basic Cover**

i. Entitlement - Includes domiciliary expenses up to `6,000/- per insured person per annum and basic hospitalization expenses up to `2,00,000/- per insured person per annum.

ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

## **2. Higher Hospitalisation**

Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

i. Entitlement - You and your enrolled dependants will be entitled for `12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

## **Maternity Leave**

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother, may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

## **Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)**

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of `250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

## **Loans**

You will be eligible for loans, as per TCSL's loan policy.

## **Professional Memberships**

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.



## **RETIRALS**

### **Provident Fund**

You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

### **Gratuity**

You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

## **TERMS AND CONDITIONS**

### **1. Aggregate Percentage Requirements**

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

### **2. Pre requisites for Joining**

To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.



### **3. Training Period**

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

### **4. Working Hours**

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

### **5. Mobility**

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

### **6. Compensation Structure / Salary components**

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

### **7. Increments and Promotions**

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

### **8. Alternative Occupation / Employment**

Either during the period of your traineeship or during the period of your employment as a





confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

## **9. Confidentiality Agreement**

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

## **10. Service Agreement**

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL `50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

## **11. Work in SBWS mode**

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.

## **12. Overseas International Assignment Agreement**

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related



documents pertaining to the international assignment for which you are being placed. In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

### **13. Terms and Conditions**

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

### **14. TATA Code of Conduct**

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

### **15. Notice Period**

Upon your confirmation, this contract of employment is terminable by you by giving 90 days notice in writing to TCSL. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion.

Upon your confirmation, this contract of employment may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

It is understood, agreed and made abundantly clear herein that you shall have to necessarily work during the notice period given by TCSL under this clause, unless you are otherwise relieved by TCSL by giving you payment in lieu of notice.

Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by it at its own discretion having regard to the responsibilities shouldered by you while being in the employment of TCS.

### **16. Retirement**

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

### **17. Pre-employment Medical Certificate**

You are required to submit a Medical Certificate of Fitness (in the format prescribed by



TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

## 18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

## 19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining. If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

## 20. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)





- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :

\*There is no criminal offence registered/pending against you

\*There is no disciplinary case pending against you in the university

- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

\*PAN Card (Permanent Account Number)

\*Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)

\*Passport

\*NSR E-Card

## **21. TCS Xperience Program**

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

## **22. Letter of Appointment**

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

## **23. Rules and Regulations of the Company**

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from



time to time. The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

#### **24. Compliance to all clauses**

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

#### **25. Data Privacy Clause:**

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of overseas deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

**Withdrawal of Offer**

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

**For TATA Consultancy Services Limited**

**Girish V. Nandimath**  
**Global Head Talent Acquisition & AIP**



[Click here](#) or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary  
Annexure 2: List of TCS Xplore Centres  
Annexure 3: Confidentiality and IP Terms



## GROSS SALARY SHEET

Annexure 1

|                       |                                          |
|-----------------------|------------------------------------------|
| <b>Name</b>           | <b>Vikram<br/>Preman<br/>and</b>         |
| <b>Designation</b>    | <b>Assistant System Engineer-Trainee</b> |
| <b>Institute Name</b> | <b>Others</b>                            |

Table 1: Compensation Details (All Components in INR)

| <b>Component Category</b>             | <b>Monthly</b> | <b>Annual</b> |
|---------------------------------------|----------------|---------------|
| <b>1) Fixed Compensation</b>          |                |               |
| Basic Salary                          | 14,784         | 1,77,408      |
| Bouquet Of Benefits #                 | 7,646          | 91,752        |
| <b>2) Performance Pay**</b>           |                |               |
| Monthly Performance Pay               | 1,700          | 20,400        |
| Quarterly Variable Allowance*         | 600            | 7,200         |
| <b>3) City Allowance</b>              | 200            | 2,400         |
| <b>4) Annual Components/Retirals</b>  |                |               |
| Health Insurance***                   | NA             | 7,900         |
| Provident Fund                        | 1,774          | 21,289        |
| Gratuity                              | 711            | 8,533         |
| Total of Annual Components & Retirals | 2,485          | 37,722        |
| <b>TOTAL GROSS</b>                    | <b>27,415</b>  | <b>375000</b> |
| <b>Xplore/ Learning Incentive****</b> |                | Upto 60,000   |

# Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

\* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

\*\*The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

\*\*\* For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

\*\*\*\* Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

| <b>Component Category</b>        | <b>Monthly</b> | <b>Annual</b> |
|----------------------------------|----------------|---------------|
| House Rent Allowance             | 5,914          | 70,968        |
| Leave Travel Assistance          | 1,232          | 14,784        |
| Food Card                        | 500            | 6,000         |
| <b>GROSS BOUQUET OF BENEFITS</b> | <b>7,646</b>   | <b>91,752</b> |





## Annexure

|                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                       |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Ahmedabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Garima Park, IT/ITES SEZ, Plot # 41,<br>Gandhinagar - 382007                                                                                                                                                                                 | <b>Bangalore</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Gate 1, No 42, Think campus, Electronic City phase II,<br>Bangalore - 560100, Karnataka                                                                                           |
| <b>BUBANESHWAR</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Training Lab Venue: Barabati, IRC Block, Ground Floor,<br>Tata Consultancy Services Limited, (UNIT-II) - BARBATI<br>SEZ, IT/ITES - SPECIAL ECONOMIC ZONE (SEZ), PLOT NO.<br>35, CHANDAKA INDUSTRIAL ESTATE, PATIA,<br>Bhubaneswar - 751024 | <b>Chennai</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>415/21-24, Kumaran Nagar, Old Mahabalipuram Rd,<br>TNHB, Sholinganallur, Chennai, Tamil Nadu 600119                                                                                 |
| <b>DELHI – Gurgaon</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Block C, Kings Canyon, ASF Insignia, Gurgaon -<br>Faridabad Road, Gawal Pahari, Gurgaon - 122003,<br>Haryana                                                                                                                           | <b>DELHI – Noida</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. A-44 & A-45, Ground, 1st to 5th Floor & 10th<br>floor, Galaxy Business Park, Block - C & D, Sector - 62,<br>Noida - 201 309, UP                                      |
| <b>Guwahati</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>5th Floor, NEDFi House, G.S. Road, Dispur, Guwahati -<br>781006, Assam                                                                                                                                                                        | <b>Hyderabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Q City, Nanakramguda, Hyderabad                                                                                                                                                   |
| <b>INDORE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor,<br>Village Tigariya Badshah & Bada Bangarda, Tehsil<br>Hatod, Indore - 452018,<br>Madhya Pradesh                                                                                           | <b>KOLKATA</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Ecospace 1B building, 2nd Floor, Plot - IIF/12, New<br>Town, Rajarhat, Kolkata - 700160, West Bengal OR<br>Auditorium, 2nd Floor, Wanderers Building, Delta Park -<br>Lords |
| <b>KOCHI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>TCS centre, Infopark Road Infopark Campus, Infopark,<br>Kakkanad, Kerala 682042                                                                                                                                                                  | <b>MUMBAI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Yantra Park, Pokharan Road Number 2, TCS Approach<br>Rd, Thane, West, Thane, Maharashtra 400606                                                                                      |
| <b>NAGPUR</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,                                                                                                                                                                                         | <b>PUNE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park,<br>Hinjewadi Phase III, Pune - 411057, Maharashtra                                                                               |
| <b>Trivandrum</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Peepul Park, Technopark Campus, Kariyavattom P.O,<br>Trivandrum - 695581, India                                                                                                                                                             |                                                                                                                                                                                                                                                       |



## Annexure

### Confidentiality and IP Terms and Conditions

#### 1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.



## **2. Associate's Obligations**

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

## **3. Intellectual Property Rights**

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filing or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.



#### **4. Prior knowledge**

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

#### **5. Use of third party material**

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

#### **6. Security policies and Guidelines.**

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

#### **7. Working in SBWS Framework:**

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.





(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

## **8. Restriction on Associate's Rights**

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

## **9. No License**

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.



## 10. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

## 11. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay or omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.



(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.



## Offer: Computer Consultancy

Dear KARTHIKA E,

### Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade **Y**. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be ₹**190926/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year. Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &



Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

## **COMPENSATION AND BENEFITS**

### **BASIC SALARY**

You will be eligible for a basic salary of ₹14,784/- per month.

### **BOUQUET OF BENEFITS (BoB)**

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

#### **1. House Rent Allowance (HRA)**

Your HRA will be ₹5,914/- per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

#### **2. Leave Travel Allowance**

You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

#### **3. Food Card**

You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias. As per the Pre-Defined structure you will be eligible for a Food Card with an amount of ₹500/- being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.



## **PERFORMANCE PAY**

### **Monthly Performance Pay**

You will receive a monthly performance pay of ₹1,700/-. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

### **Quarterly Variable Allowance**

Your variable allowance will be ₹600/- per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

## **CITY ALLOWANCE**

You will be eligible for a City Allowance of ₹200/- per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

## **XPLORE/ LEARNING INCENTIVES**

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

## **OTHER BENEFITS**

### **Health Insurance Scheme**

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:





## **1. Basic Cover**

- i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.
- ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

## **2. Higher Hospitalisation**

Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

- i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.
- ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

## **Maternity Leave**

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother, may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

## **Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)**

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

## **Loans**

You will be eligible for loans, as per TCSL's loan policy.

## **Professional Memberships**

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.



## **RETIRALS**

### **Provident Fund**

You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

### **Gratuity**

You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

## **TERMS AND CONDITIONS**

### **1. Aggregate Percentage Requirements**

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

### **2. Pre requisites for Joining**

To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.





### **3. Training Period**

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

### **4. Working Hours**

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

### **5. Mobility**

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

### **6. Compensation Structure / Salary components**

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

### **7. Increments and Promotions**

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

### **8. Alternative Occupation / Employment**

Either during the period of your traineeship or during the period of your employment as a



confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

## **9. Confidentiality Agreement**

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

## **10. Service Agreement**

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

## **11. Work in SBWS mode**

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.

## **12. Overseas International Assignment Agreement**

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related



documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

### **13. Terms and Conditions**

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

### **14. TATA Code of Conduct**

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

### **15. Notice Period**

Upon your confirmation, this contract of employment is terminable by you by giving 90 days notice in writing to TCSL. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion.

Upon your confirmation, this contract of employment may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

It is understood, agreed and made abundantly clear herein that you shall have to necessarily work during the notice period given by TCSL under this clause, unless you are otherwise relieved by TCSL by giving you payment in lieu of notice.

Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by it at its own discretion having regard to the responsibilities shouldered by you while being in the employment of TCS.

### **16. Retirement**

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

### **17. Pre-employment Medical Certificate**

You are required to submit a Medical Certificate of Fitness (in the format prescribed by



TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

## 18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

## 19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining. If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

## 20. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)





- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :

\*There is no criminal offence registered/pending against you

\*There is no disciplinary case pending against you in the university

- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

\*PAN Card (Permanent Account Number)

\*Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)

\*Passport

\*NSR E-Card

## **21. TCS Xperience Program**

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

## **22. Letter of Appointment**

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

## **23. Rules and Regulations of the Company**

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from



time to time. The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

## **24. Compliance to all clauses**

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

## **25. Data Privacy Clause:**

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of overseas deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

**Withdrawal of Offer**

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

**For TATA Consultancy Services Limited**

**Girish V. Nandimath**  
**Global Head Talent Acquisition & AIP**



[Click here](#) or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary  
Annexure 2: List of TCS Xplore Centres  
Annexure 3: Confidentiality and IP Terms



## GROSS SALARY SHEET

Annexure 1

|                       |                                          |
|-----------------------|------------------------------------------|
| <b>Name</b>           | <b>KARTHIKA E</b>                        |
| <b>Designation</b>    | <b>Assistant System Engineer-Trainee</b> |
| <b>Institute Name</b> | <b>Others</b>                            |

Table 1: Compensation Details (All Components in INR)

| <b>Component Category</b>             | <b>Monthly</b> | <b>Annual</b> |
|---------------------------------------|----------------|---------------|
| <b>1) Fixed Compensation</b>          |                |               |
| Basic Salary                          | 14,784         | 1,77,408      |
| Bouquet Of Benefits #                 | 7,646          | 91,752        |
| <b>2) Performance Pay**</b>           |                |               |
| Monthly Performance Pay               | 1,700          | 20,400        |
| Quarterly Variable Allowance*         | 600            | 7,200         |
| <b>3) City Allowance</b>              | 200            | 2,400         |
| <b>4) Annual Components/Retirals</b>  |                |               |
| Health Insurance***                   | NA             | 7,900         |
| Provident Fund                        | 1,774          | 21,289        |
| Gratuity                              | 711            | 8,533         |
| Total of Annual Components & Retirals | 2,485          | 37,722        |
| <b>TOTAL GROSS</b>                    | 27,415         | 190926        |
| <b>Xplore/ Learning Incentive****</b> |                | Upto 60,000   |

# Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

\* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

\*\*The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

\*\*\* For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

\*\*\*\* Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

| <b>Component Category</b>        | <b>Monthly</b> | <b>Annual</b> |
|----------------------------------|----------------|---------------|
| House Rent Allowance             | 5,914          | 70,968        |
| Leave Travel Assistance          | 1,232          | 14,784        |
| Food Card                        | 500            | 6,000         |
| <b>GROSS BOUQUET OF BENEFITS</b> | 7,646          | 91,752        |





## Annexure 2

|                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                       |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Ahmedabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Garima Park, IT/ITES SEZ, Plot # 41,<br>Gandhinagar - 382007                                                                                                                                                                               | <b>Bangalore</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Gate 1, No 42, Think campus, Electronic City phase II,<br>Bangalore - 560100, Karnataka                                                                                           |
| <b>BUBANESHWAR</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Training Lab Venue: Barabati, IRC Block, Ground Floor,<br>Tata Consultancy Services Limited, (UNIT-II) - BARBATI<br>SEZ, IT/ITES SPECIAL ECONOMIC ZONE (SEZ), PLOT NO.<br>35, CHANDAKA INDUSTRIAL ESTATE, PATIA,<br>Bhubaneswar - 751024 | <b>Chennai</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>415/21-24, Kumaran Nagar, Old Mahabalipuram Rd,<br>TNHB, Sholinganallur, Chennai, Tamil Nadu 600119                                                                                 |
| <b>DELHI – Gurgaon</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Block C, Kings Canyon, ASF Insignia, Gurgaon -<br>Faridabad Road, Gawal Pahari, Gurgaon - 122003,<br>Haryana                                                                                                                         | <b>DELHI – Noida</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. A-44 & A-45, Ground, 1st to 5th Floor & 10th<br>floor, Galaxy Business Park, Block - C & D, Sector - 62,<br>Noida - 201 309, UP                                      |
| <b>Guwahati</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>5th Floor, NEDFi House, G.S. Road, Dispur, Guwahati -<br>781006, Assam                                                                                                                                                                      | <b>Hyderabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Q City, Nanakramguda, Hyderabad                                                                                                                                                   |
| <b>INDORE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor,<br>Village Tigariya Badshah & Bada Bangarde, Tehsil<br>Hatod, Indore - 452018,<br>Madhya Pradesh                                                                                         | <b>KOLKATA</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Ecospace 1B building, 2nd Floor, Plot - IIF/12, New<br>Town, Rajarhat, Kolkata - 700160, West Bengal OR<br>Auditorium, 2nd Floor, Wanderers Building, Delta Park -<br>Lords |
| <b>KOCHI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>TCS centre, Infopark Road Infopark Campus, Infopark,<br>Kakkanad, Kerala 682042                                                                                                                                                                | <b>MUMBAI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Yantra Park, Pokharan Road Number 2, TCS Approach<br>Rd, Thane, West, Thane, Maharashtra 400606                                                                                      |
| <b>NAGPUR</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,                                                                                                                                                                                       | <b>PUNE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park,<br>Hinjewadi Phase III, Pune - 411057, Maharashtra                                                                               |
| <b>Trivandrum</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Peepul Park, Technopark Campus, Kariyavattom P.O,<br>Trivandrum - 695581, India                                                                                                                                                           |                                                                                                                                                                                                                                                       |



## Annexure 3

### Confidentiality and IP Terms and Conditions

#### 1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.



## **2. Associate's Obligations**

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

## **3. Intellectual Property Rights**

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filing or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.



#### **4. Prior knowledge**

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

#### **5. Use of third party material**

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

#### **6. Security policies and Guidelines.**

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

#### **7. Working in SBWS Framework:**

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.





(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

## **8. Restriction on Associate's Rights**

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

## **9. No License**

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.



## 10. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

## 11. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay or omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.



(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.



## Offer: Computer Consultancy

Dear MOHAMMED SHAHID,

### Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade **Y**. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be ₹**190926/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year. Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &





Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

## **COMPENSATION AND BENEFITS**

### **BASIC SALARY**

You will be eligible for a basic salary of ₹14,784/- per month.

### **BOUQUET OF BENEFITS (BoB)**

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

#### **1. House Rent Allowance (HRA)**

Your HRA will be ₹5,914/- per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

#### **2. Leave Travel Allowance**

You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

#### **3. Food Card**

You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias. As per the Pre-Defined structure you will be eligible for a Food Card with an amount of ₹500/- being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.



## **PERFORMANCE PAY**

### **Monthly Performance Pay**

You will receive a monthly performance pay of ₹1,700/-. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

### **Quarterly Variable Allowance**

Your variable allowance will be ₹600/- per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

## **CITY ALLOWANCE**

You will be eligible for a City Allowance of ₹200/- per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

## **XPLORE/ LEARNING INCENTIVES**

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

## **OTHER BENEFITS**

### **Health Insurance Scheme**

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:



## **1. Basic Cover**

i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.

ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

## **2. Higher Hospitalisation**

Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

## **Maternity Leave**

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

## **Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)**

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

## **Loans**

You will be eligible for loans, as per TCSL's loan policy.

## **Professional Memberships**

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.



## **RETIRALS**

### **Provident Fund**

You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

### **Gratuity**

You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

## **TERMS AND CONDITIONS**

### **1. Aggregate Percentage Requirements**

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

### **2. Pre requisites for Joining**

To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.



### **3. Training Period**

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

### **4. Working Hours**

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

### **5. Mobility**

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

### **6. Compensation Structure / Salary components**

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

### **7. Increments and Promotions**

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

### **8. Alternative Occupation / Employment**

Either during the period of your traineeship or during the period of your employment as a





confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

## **9. Confidentiality Agreement**

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

## **10. Service Agreement**

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

## **11. Work in SBWS mode**

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.

## **12. Overseas International Assignment Agreement**

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related



documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

### **13. Terms and Conditions**

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

### **14. TATA Code of Conduct**

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

### **15. Notice Period**

Upon your confirmation, this contract of employment is terminable by you by giving 90 days notice in writing to TCSL. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion.

Upon your confirmation, this contract of employment may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

It is understood, agreed and made abundantly clear herein that you shall have to necessarily work during the notice period given by TCSL under this clause, unless you are otherwise relieved by TCSL by giving you payment in lieu of notice.

Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by it at its own discretion having regard to the responsibilities shouldered by you while being in the employment of TCS.

### **16. Retirement**

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

### **17. Pre-employment Medical Certificate**

You are required to submit a Medical Certificate of Fitness (in the format prescribed by



TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

## 18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

## 19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining. If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

## 20. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)





- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :

\*There is no criminal offence registered/pending against you

\*There is no disciplinary case pending against you in the university

- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

\*PAN Card (Permanent Account Number)

\*Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)

\*Passport

\*NSR E-Card

## **21. TCS Xperience Program**

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

## **22. Letter of Appointment**

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

## **23. Rules and Regulations of the Company**

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from



time to time. The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

## **24. Compliance to all clauses**

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

## **25. Data Privacy Clause:**

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of overseas deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

**Withdrawal of Offer**

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

**For TATA Consultancy Services Limited**

**Girish V. Nandimath**  
**Global Head Talent Acquisition & AIP**



[Click here](#) or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary  
Annexure 2: List of TCS Xplore Centres  
Annexure 3: Confidentiality and IP Terms



## GROSS SALARY SHEET

Annexure 1

|                       |                                          |
|-----------------------|------------------------------------------|
| <b>Name</b>           | <b>MOHAMMED SHAHID</b>                   |
| <b>Designation</b>    | <b>Assistant System Engineer-Trainee</b> |
| <b>Institute Name</b> | <b>Others</b>                            |

Table 1: Compensation Details (All Components in INR)

| <b>Component Category</b>             | <b>Monthly</b> | <b>Annual</b> |
|---------------------------------------|----------------|---------------|
| <b>1) Fixed Compensation</b>          |                |               |
| Basic Salary                          | 14,784         | 1,77,408      |
| Bouquet Of Benefits #                 | 7,646          | 91,752        |
| <b>2) Performance Pay**</b>           |                |               |
| Monthly Performance Pay               | 1,700          | 20,400        |
| Quarterly Variable Allowance*         | 600            | 7,200         |
| <b>3) City Allowance</b>              | 200            | 2,400         |
| <b>4) Annual Components/Retirals</b>  |                |               |
| Health Insurance***                   | NA             | 7,900         |
| Provident Fund                        | 1,774          | 21,289        |
| Gratuity                              | 711            | 8,533         |
| Total of Annual Components & Retirals | 2,485          | 37,722        |
| <b>TOTAL GROSS</b>                    | 27,415         | 190926        |
| <b>Xplore/ Learning Incentive****</b> |                | Upto 60,000   |

# Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

\* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

\*\*The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

\*\*\* For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

\*\*\*\* Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

| <b>Component Category</b>        | <b>Monthly</b> | <b>Annual</b> |
|----------------------------------|----------------|---------------|
| House Rent Allowance             | 5,914          | 70,968        |
| Leave Travel Assistance          | 1,232          | 14,784        |
| Food Card                        | 500            | 6,000         |
| <b>GROSS BOUQUET OF BENEFITS</b> | 7,646          | 91,752        |





## Annexure 2

|                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                       |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Ahmedabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Garima Park, IT/ITES SEZ, Plot # 41,<br>Gandhinagar - 382007                                                                                                                                                                               | <b>Bangalore</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Gate 1, No 42, Think campus, Electronic City phase II,<br>Bangalore - 560100, Karnataka                                                                                           |
| <b>BUBANESHWAR</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Training Lab Venue: Barabati, IRC Block, Ground Floor,<br>Tata Consultancy Services Limited, (UNIT-II) - BARBATI<br>SEZ, IT/ITES SPECIAL ECONOMIC ZONE (SEZ), PLOT NO.<br>35, CHANDAKA INDUSTRIAL ESTATE, PATIA,<br>Bhubaneswar - 751024 | <b>Chennai</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>415/21-24, Kumaran Nagar, Old Mahabalipuram Rd,<br>TNHB, Sholinganallur, Chennai, Tamil Nadu 600119                                                                                 |
| <b>DELHI – Gurgaon</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Block C, Kings Canyon, ASF Insignia, Gurgaon -<br>Faridabad Road, Gawal Pahari, Gurgaon - 122003,<br>Haryana                                                                                                                         | <b>DELHI – Noida</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. A-44 & A-45, Ground, 1st to 5th Floor & 10th<br>floor, Galaxy Business Park, Block - C & D, Sector - 62,<br>Noida - 201 309, UP                                      |
| <b>Guwahati</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>5th Floor, NEDFi House, G.S. Road, Dispur, Guwahati -<br>781006, Assam                                                                                                                                                                      | <b>Hyderabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Q City, Nanakramguda, Hyderabad                                                                                                                                                   |
| <b>INDORE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor,<br>Village Tigariya Badshah & Bada Bangarde, Tehsil<br>Hatod, Indore - 452018,<br>Madhya Pradesh                                                                                         | <b>KOLKATA</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Ecospace 1B building, 2nd Floor, Plot - IIF/12, New<br>Town, Rajarhat, Kolkata - 700160, West Bengal OR<br>Auditorium, 2nd Floor, Wanderers Building, Delta Park -<br>Lords |
| <b>KOCHI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>TCS centre, Infopark Road Infopark Campus, Infopark,<br>Kakkanad, Kerala 682042                                                                                                                                                                | <b>MUMBAI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Yantra Park, Pokharan Road Number 2, TCS Approach<br>Rd, Thane, West, Thane, Maharashtra 400606                                                                                      |
| <b>NAGPUR</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,                                                                                                                                                                                       | <b>PUNE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park,<br>Hinjewadi Phase III, Pune - 411057, Maharashtra                                                                               |
| <b>Trivandrum</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Peepul Park, Technopark Campus, Kariyavattom P.O,<br>Trivandrum - 695581, India                                                                                                                                                           |                                                                                                                                                                                                                                                       |



## Annexure 3

### Confidentiality and IP Terms and Conditions

#### 1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.



## **2. Associate's Obligations**

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

## **3. Intellectual Property Rights**

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filing or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.



#### **4. Prior knowledge**

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

#### **5. Use of third party material**

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

#### **6. Security policies and Guidelines.**

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

#### **7. Working in SBWS Framework:**

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.





(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

## **8. Restriction on Associate's Rights**

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

## **9. No License**

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.



## 10. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

## 11. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay or omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.



(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.



**Offer: Computer Consultancy**

**Ref:**

**TCSL/DT202120218279508/Bangalore**

**Date: 26/11/2021**

Dear Mohammed,

**Sub: Letter of Offer**

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade **Y**. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be **`375000/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year. Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &

**TCS Confidential**

**1**

**TATA CONSULTANCY SERVICES**

VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore 560 066 India

Tel: 91 80 6724 7000 Fax: 91 80 2841 0114 Website: [www.tcs.com](http://www.tcs.com)

Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021

TCS Careers Serviceline: 1800 209 3111 Email: [careers@tcs.com](mailto:careers@tcs.com)



Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

## **COMPENSATION AND BENEFITS**

### **BASIC SALARY**

You will be eligible for a basic salary of `14,784/- per month.

### **BOUQUET OF BENEFITS (BoB)**

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

#### **1. House Rent Allowance (HRA)**

Your HRA will be `5,914/- per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

#### **2. Leave Travel Allowance**

You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

#### **3. Food Card**

You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias. As per the Pre-Defined structure you will be eligible for a Food Card with an amount of `500/- being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.



## **PERFORMANCE PAY**

### **Monthly Performance Pay**

You will receive a monthly performance pay of `1,700/-. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

### **Quarterly Variable Allowance**

Your variable allowance will be `600/- per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

## **CITY ALLOWANCE**

You will be eligible for a City Allowance of `200/- per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

## **XPLORE/ LEARNING INCENTIVES**

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

## **OTHER BENEFITS**

### **Health Insurance Scheme**

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:





## **1. Basic Cover**

i. Entitlement - Includes domiciliary expenses up to `6,000/- per insured person per annum and basic hospitalization expenses up to `2,00,000/- per insured person per annum.

ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

## **2. Higher Hospitalisation**

Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

i. Entitlement - You and your enrolled dependants will be entitled for `12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

## **Maternity Leave**

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother, may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

## **Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)**

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of `250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

## **Loans**

You will be eligible for loans, as per TCSL's loan policy.

## **Professional Memberships**

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.



## **RETIRALS**

### **Provident Fund**

You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

### **Gratuity**

You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

## **TERMS AND CONDITIONS**

### **1. Aggregate Percentage Requirements**

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

### **2. Pre requisites for Joining**

To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.





### **3. Training Period**

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

### **4. Working Hours**

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

### **5. Mobility**

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

### **6. Compensation Structure / Salary components**

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

### **7. Increments and Promotions**

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

### **8. Alternative Occupation / Employment**

Either during the period of your traineeship or during the period of your employment as a



confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

## **9. Confidentiality Agreement**

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

## **10. Service Agreement**

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL `50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

## **11. Work in SBWS mode**

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.

## **12. Overseas International Assignment Agreement**

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related



documents pertaining to the international assignment for which you are being placed. In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

### **13. Terms and Conditions**

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

### **14. TATA Code of Conduct**

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

### **15. Notice Period**

Upon your confirmation, this contract of employment is terminable by you by giving 90 days notice in writing to TCSL. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion.

Upon your confirmation, this contract of employment may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

It is understood, agreed and made abundantly clear herein that you shall have to necessarily work during the notice period given by TCSL under this clause, unless you are otherwise relieved by TCSL by giving you payment in lieu of notice.

Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by it at its own discretion having regard to the responsibilities shouldered by you while being in the employment of TCS.

### **16. Retirement**

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

### **17. Pre-employment Medical Certificate**

You are required to submit a Medical Certificate of Fitness (in the format prescribed by



TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

### 18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

### 19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining. If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

### 20. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)



- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :

\*There is no criminal offence registered/pending against you

\*There is no disciplinary case pending against you in the university

- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

\*PAN Card (Permanent Account Number)

\*Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)

\*Passport

\*NSR E-Card

## **21. TCS Xperience Program**

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

## **22. Letter of Appointment**

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

## **23. Rules and Regulations of the Company**

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from





time to time. The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

#### **24. Compliance to all clauses**

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

#### **25. Data Privacy Clause:**

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of overseas deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

**Withdrawal of Offer**

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

**For TATA Consultancy Services Limited**

**Girish V. Nandimath**  
**Global Head Talent Acquisition & AIP**



[Click here](#) or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary  
Annexure 2: List of TCS Xplore Centres  
Annexure 3: Confidentiality and IP Terms



## GROSS SALARY SHEET

Annexure 1

|                       |                                          |
|-----------------------|------------------------------------------|
| <b>Name</b>           | <b>Moham med</b>                         |
| <b>Designation</b>    | <b>Assistant System Engineer-Trainee</b> |
| <b>Institute Name</b> | <b>Others</b>                            |

Table 1: Compensation Details (All Components in INR)

| <b>Component Category</b>             | <b>Monthly</b> | <b>Annual</b>      |
|---------------------------------------|----------------|--------------------|
| <b>1) Fixed Compensation</b>          |                |                    |
| Basic Salary                          | 14,784         | 1,77,408           |
| Bouquet Of Benefits #                 | 7,646          | 91,752             |
| <b>2) Performance Pay**</b>           |                |                    |
| Monthly Performance Pay               | 1,700          | 20,400             |
| Quarterly Variable Allowance*         | 600            | 7,200              |
| <b>3) City Allowance</b>              | 200            | 2,400              |
| <b>4) Annual Components/Retirals</b>  |                |                    |
| Health Insurance***                   | NA             | 7,900              |
| Provident Fund                        | 1,774          | 21,289             |
| Gratuity                              | 711            | 8,533              |
| Total of Annual Components & Retirals | 2,485          | 37,722             |
| <b>TOTAL GROSS</b>                    | <b>27,415</b>  | <b>375000</b>      |
| <b>Xplore/ Learning Incentive****</b> |                | <b>Upto 60,000</b> |

# Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

\* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

\*\*The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

\*\*\* For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

\*\*\*\* Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

| <b>Component Category</b>        | <b>Monthly</b> | <b>Annual</b> |
|----------------------------------|----------------|---------------|
| House Rent Allowance             | 5,914          | 70,968        |
| Leave Travel Assistance          | 1,232          | 14,784        |
| Food Card                        | 500            | 6,000         |
| <b>GROSS BOUQUET OF BENEFITS</b> | <b>7,646</b>   | <b>91,752</b> |





## Annexure

|                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                       |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Ahmedabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Garima Park, IT/ITES SEZ, Plot # 41,<br>Gandhinagar - 382007                                                                                                                                                                                 | <b>Bangalore</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Gate 1, No 42, Think campus, Electronic City phase II,<br>Bangalore - 560100, Karnataka                                                                                           |
| <b>BUBANESHWAR</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Training Lab Venue: Barabati, IRC Block, Ground Floor,<br>Tata Consultancy Services Limited, (UNIT-II) - BARBATI<br>SEZ, IT/ITES - SPECIAL ECONOMIC ZONE (SEZ), PLOT NO.<br>35, CHANDAKA INDUSTRIAL ESTATE, PATIA,<br>Bhubaneswar - 751024 | <b>Chennai</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>415/21-24, Kumaran Nagar, Old Mahabalipuram Rd,<br>TNHB, Sholinganallur, Chennai, Tamil Nadu 600119                                                                                 |
| <b>DELHI – Gurgaon</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Block C, Kings Canyon, ASF Insignia, Gurgaon -<br>Faridabad Road, Gawal Pahari, Gurgaon - 122003,<br>Haryana                                                                                                                           | <b>DELHI – Noida</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. A-44 & A-45, Ground, 1st to 5th Floor & 10th<br>floor, Galaxy Business Park, Block - C & D, Sector - 62,<br>Noida - 201 309, UP                                      |
| <b>Guwahati</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>5th Floor, NEDFi House, G.S. Road, Dispur, Guwahati -<br>781006, Assam                                                                                                                                                                        | <b>Hyderabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Q City, Nanakramguda, Hyderabad                                                                                                                                                   |
| <b>INDORE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor,<br>Village Tigariya Badshah & Bada Bangarda, Tehsil<br>Hatod, Indore - 452018,<br>Madhya Pradesh                                                                                           | <b>KOLKATA</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Ecospace 1B building, 2nd Floor, Plot - IIF/12, New<br>Town, Rajarhat, Kolkata - 700160, West Bengal OR<br>Auditorium, 2nd Floor, Wanderers Building, Delta Park -<br>Lords |
| <b>KOCHI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>TCS centre, Infopark Road Infopark Campus, Infopark,<br>Kakkanad, Kerala 682042                                                                                                                                                                  | <b>MUMBAI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Yantra Park, Pokharan Road Number 2, TCS Approach<br>Rd, Thane, West, Thane, Maharashtra 400606                                                                                      |
| <b>NAGPUR</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,                                                                                                                                                                                         | <b>PUNE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park,<br>Hinjewadi Phase III, Pune - 411057, Maharashtra                                                                               |
| <b>Trivandrum</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Peepul Park, Technopark Campus, Kariyavattom P.O,<br>Trivandrum - 695581, India                                                                                                                                                             |                                                                                                                                                                                                                                                       |



## Annexure

### Confidentiality and IP Terms and Conditions

#### 1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.



## **2. Associate's Obligations**

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

## **3. Intellectual Property Rights**

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filing or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.



#### **4. Prior knowledge**

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

#### **5. Use of third party material**

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

#### **6. Security policies and Guidelines.**

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

#### **7. Working in SBWS Framework:**

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.





(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

## **8. Restriction on Associate's Rights**

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

## **9. No License**

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.



## **10. Equitable Rights**

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

## **11. General**

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay or omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.



(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.



## Offer: Computer Consultancy

Dear NIKHIL B MAGADUM,

### Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade **Y**. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be ₹**190926/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year. Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &

TCS Confidential

TCSL/DT20218279501

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**TATA CONSULTANCY SERVICES**

VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore 560 066 India

Tel: 91 80 6724 7000 Fax: 91 80 2841 0114 Website: [www.tcs.com](http://www.tcs.com)

Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021

TCS Careers Serviceline: 1800 209 3111 Email: [careers@tcs.com](mailto:careers@tcs.com)





Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

## **COMPENSATION AND BENEFITS**

### **BASIC SALARY**

You will be eligible for a basic salary of ₹14,784/- per month.

### **BOUQUET OF BENEFITS (BoB)**

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

#### **1. House Rent Allowance (HRA)**

Your HRA will be ₹5,914/- per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

#### **2. Leave Travel Allowance**

You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

#### **3. Food Card**

You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias. As per the Pre-Defined structure you will be eligible for a Food Card with an amount of ₹500/- being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.



## **PERFORMANCE PAY**

### **Monthly Performance Pay**

You will receive a monthly performance pay of ₹1,700/-. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

### **Quarterly Variable Allowance**

Your variable allowance will be ₹600/- per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

## **CITY ALLOWANCE**

You will be eligible for a City Allowance of ₹200/- per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

## **XPLORE/ LEARNING INCENTIVES**

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

## **OTHER BENEFITS**

### **Health Insurance Scheme**

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:



## **1. Basic Cover**

i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.

ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

## **2. Higher Hospitalisation**

Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

## **Maternity Leave**

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother, may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

## **Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)**

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

## **Loans**

You will be eligible for loans, as per TCSL's loan policy.

## **Professional Memberships**

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.



## **RETIRALS**

### **Provident Fund**

You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

### **Gratuity**

You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

## **TERMS AND CONDITIONS**

### **1. Aggregate Percentage Requirements**

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

### **2. Pre requisites for Joining**

To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.



### **3. Training Period**

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

### **4. Working Hours**

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

### **5. Mobility**

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

### **6. Compensation Structure / Salary components**

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

### **7. Increments and Promotions**

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

### **8. Alternative Occupation / Employment**

Either during the period of your traineeship or during the period of your employment as a





confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

## **9. Confidentiality Agreement**

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

## **10. Service Agreement**

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

## **11. Work in SBWS mode**

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.

## **12. Overseas International Assignment Agreement**

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related



documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

### **13. Terms and Conditions**

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

### **14. TATA Code of Conduct**

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

### **15. Notice Period**

Upon your confirmation, this contract of employment is terminable by you by giving 90 days notice in writing to TCSL. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion.

Upon your confirmation, this contract of employment may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

It is understood, agreed and made abundantly clear herein that you shall have to necessarily work during the notice period given by TCSL under this clause, unless you are otherwise relieved by TCSL by giving you payment in lieu of notice.

Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by it at its own discretion having regard to the responsibilities shouldered by you while being in the employment of TCS.

### **16. Retirement**

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

### **17. Pre-employment Medical Certificate**

You are required to submit a Medical Certificate of Fitness (in the format prescribed by



TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

## 18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

## 19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining. If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

## 20. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)





- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :

\*There is no criminal offence registered/pending against you

\*There is no disciplinary case pending against you in the university

- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

\*PAN Card (Permanent Account Number)

\*Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)

\*Passport

\*NSR E-Card

## **21. TCS Xperience Program**

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

## **22. Letter of Appointment**

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

## **23. Rules and Regulations of the Company**

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from



time to time. The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

## **24. Compliance to all clauses**

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

## **25. Data Privacy Clause:**

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of overseas deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

**Withdrawal of Offer**

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

**For TATA Consultancy Services Limited**

**Girish V. Nandimath**  
**Global Head Talent Acquisition & AIP**



[Click here](#) or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary  
Annexure 2: List of TCS Xplore Centres  
Annexure 3: Confidentiality and IP Terms



## GROSS SALARY SHEET

Annexure 1

|                       |                                          |
|-----------------------|------------------------------------------|
| <b>Name</b>           | <b>NIKHIL B MAGADUM</b>                  |
| <b>Designation</b>    | <b>Assistant System Engineer-Trainee</b> |
| <b>Institute Name</b> | <b>Others</b>                            |

Table 1: Compensation Details (All Components in INR)

| <b>Component Category</b>             | <b>Monthly</b> | <b>Annual</b>      |
|---------------------------------------|----------------|--------------------|
| <b>1) Fixed Compensation</b>          |                |                    |
| Basic Salary                          | 14,784         | 1,77,408           |
| Bouquet Of Benefits #                 | 7,646          | 91,752             |
| <b>2) Performance Pay**</b>           |                |                    |
| Monthly Performance Pay               | 1,700          | 20,400             |
| Quarterly Variable Allowance*         | 600            | 7,200              |
| <b>3) City Allowance</b>              | 200            | 2,400              |
| <b>4) Annual Components/Retirals</b>  |                |                    |
| Health Insurance***                   | NA             | 7,900              |
| Provident Fund                        | 1,774          | 21,289             |
| Gratuity                              | 711            | 8,533              |
| Total of Annual Components & Retirals | 2,485          | 37,722             |
| <b>TOTAL GROSS</b>                    | <b>27,415</b>  | <b>190926</b>      |
| <b>Xplore/ Learning Incentive****</b> |                | <b>Upto 60,000</b> |

# Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

\* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

\*\*The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

\*\*\* For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

\*\*\*\* Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

| <b>Component Category</b>        | <b>Monthly</b> | <b>Annual</b> |
|----------------------------------|----------------|---------------|
| House Rent Allowance             | 5,914          | 70,968        |
| Leave Travel Assistance          | 1,232          | 14,784        |
| Food Card                        | 500            | 6,000         |
| <b>GROSS BOUQUET OF BENEFITS</b> | <b>7,646</b>   | <b>91,752</b> |





## Annexure 2

|                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                       |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Ahmedabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Garima Park, IT/ITES SEZ, Plot # 41,<br>Gandhinagar - 382007                                                                                                                                                                               | <b>Bangalore</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Gate 1, No 42, Think campus, Electronic City phase II,<br>Bangalore - 560100, Karnataka                                                                                           |
| <b>BUBANESHWAR</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Training Lab Venue: Barabati, IRC Block, Ground Floor,<br>Tata Consultancy Services Limited, (UNIT-II) - BARBATI<br>SEZ, IT/ITES SPECIAL ECONOMIC ZONE (SEZ), PLOT NO.<br>35, CHANDAKA INDUSTRIAL ESTATE, PATIA,<br>Bhubaneswar - 751024 | <b>Chennai</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>415/21-24, Kumaran Nagar, Old Mahabalipuram Rd,<br>TNHB, Sholinganallur, Chennai, Tamil Nadu 600119                                                                                 |
| <b>DELHI – Gurgaon</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Block C, Kings Canyon, ASF Insignia, Gurgaon -<br>Faridabad Road, Gawal Pahari, Gurgaon - 122003,<br>Haryana                                                                                                                         | <b>DELHI – Noida</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. A-44 & A-45, Ground, 1st to 5th Floor & 10th<br>floor, Galaxy Business Park, Block - C & D, Sector - 62,<br>Noida - 201 309, UP                                      |
| <b>Guwahati</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>5th Floor, NEDFi House, G.S. Road, Dispur, Guwahati -<br>781006, Assam                                                                                                                                                                      | <b>Hyderabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Q City, Nanakramguda, Hyderabad                                                                                                                                                   |
| <b>INDORE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor,<br>Village Tigariya Badshah & Bada Bangarde, Tehsil<br>Hatod, Indore - 452018,<br>Madhya Pradesh                                                                                         | <b>KOLKATA</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Ecospace 1B building, 2nd Floor, Plot - IIF/12, New<br>Town, Rajarhat, Kolkata - 700160, West Bengal OR<br>Auditorium, 2nd Floor, Wanderers Building, Delta Park -<br>Lords |
| <b>KOCHI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>TCS centre, Infopark Road Infopark Campus, Infopark,<br>Kakkanad, Kerala 682042                                                                                                                                                                | <b>MUMBAI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Yantra Park, Pokharan Road Number 2, TCS Approach<br>Rd, Thane, West, Thane, Maharashtra 400606                                                                                      |
| <b>NAGPUR</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,                                                                                                                                                                                       | <b>PUNE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park,<br>Hinjewadi Phase III, Pune - 411057, Maharashtra                                                                               |
| <b>Trivandrum</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Peepul Park, Technopark Campus, Kariyavattom P.O,<br>Trivandrum - 695581, India                                                                                                                                                           |                                                                                                                                                                                                                                                       |



## Annexure 3

### Confidentiality and IP Terms and Conditions

#### 1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.



## **2. Associate's Obligations**

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

## **3. Intellectual Property Rights**

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filing or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.



#### **4. Prior knowledge**

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

#### **5. Use of third party material**

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

#### **6. Security policies and Guidelines.**

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

#### **7. Working in SBWS Framework:**

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.





(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

## **8. Restriction on Associate's Rights**

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

## **9. No License**

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.



## 10. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

## 11. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay or omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.



(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.



19<sup>th</sup> October 2022

**Subject:** OFFER LETTER

**Dear K Abhinandhan,**

We are pleased to offer you placement as a **“Trainee – Analyst”** at the **Bengaluru** office of Tech Mahindra (the **“Company”**). Your placement as a Trainee – Analyst with the Company will be for a period of 3 (three) months starting from the **5<sup>th</sup> December 2022**. During the period of your placement as a Trainee – Analyst, you will be based at **Bengaluru** reporting to the Associate Director or such other person as the Company may determine from time to time.

You shall be governed by the following terms during the period of your training with the Company:

1. You will be entitled to a monthly stipend of Rs. **12,000/- (Rupees Twelve Thousand only)**, less any applicable deductions and withholdings, during the period of your training as a **“Trainee – Analyst”** with the Company. You shall not be entitled to any other benefits which are available to the employees of the Company during the training period.
2. On successful completion of the training, you will be eligible to obtain a certificate from the Company in respect of successful completion of the training, which shall *inter alia* record the attendance, conduct and quality of work done. The aforesaid certificate shall be in the format prescribed by the Company.
3. Your placement as a **“Trainee – Analyst”** with the Company shall not automatically entitle you to join the services of the Company as an employee and you shall have no claim in respect of the same. Further, during the course of your training with the Company, you shall not represent yourself as being an employee of the Company. However, upon successful completion of your training, the Company may, at its sole and absolute discretion, offer you employment with the Company on such terms and conditions that the Company may deem fit and appropriate.
4. Subject to successful completion of your training as a Trainee – Analyst to the satisfaction of the Company in its sole and absolute discretion and upon securing the requisite certifications as required by the Company, you will be offered employment for the position of Analyst – Business Applications with the Company under an Appointment Letter to be issued to you by the Company. Further, in terms of the Appointment Letter in respect of your possible employment for the position of Analyst

– Business Applications with the Company, you shall be on probation for an initial period of 6 (six) months from the date of the Appointment Letter.

5. You shall during the term of training and during the probation period, devote yourself exclusively to the business of the Company and in particular to the work assigned to you. You will not take up any other employment or work for remuneration (part-time or otherwise) or work in an advisory capacity or be interested directly or indirectly in any other trade or business during the term of training and during the probation period with the Company.
6. During the term of training with the Company, you will not undertake any activity or provide any assistance to any activity, which creates or could create, an actual or perceived conflict of interest, or which in any way compromises your duty of loyalty to the Company.
7. Your work during the term of training with the Company will be subject to the rules and regulations of the Company as laid down in relation to conduct, discipline and other matters.
8. If, during the course of your training with the Company, you either wholly or partially, make, invent, suggest or in any manner acquire any inventions or proprietary rights capable of being used in or relating to the business of Company, the same will be deemed to have been made, invented, suggested or acquired on behalf and for the benefit of the Company alone, and you shall, at the request and cost of the Company, assign the same to the Company and relinquish any claims over the same.
9. If any declaration given or information furnished by you to the Company is found to be false or if you are found to have willfully suppressed or concealed any material information, or if you are found by the Company to be guilty of misconduct (including drunkenness, dishonesty, absence without leave, indiscipline, infringement of the Company's regulations and disobedience to lawful orders or instructions) or conduct yourself in a manner which would bring the Company or its employees into disrepute, or if you borrow money from any of the customers of the Company or from anyone dealing with the Company, you will be discharged immediately without notice, and in such cases, you will have no claim whatsoever on the Company.
10. You will not, either during the course of your training with the Company or after the completion or termination/ expiry of the training period with the Company, divulge to anyone any information relating to the Company's business or any of its affairs.
11. You acknowledge that during the course of training with the Company, you may have access to or receive any information or material (in any form or medium) which the Company considers proprietary and confidential, whether or not specifically marked as confidential, that is of commercial value to the Company and is not available in the public domain. You agree to receive and hold such confidential information in strict

and absolute confidence and shall not disclose the same to others. You agree and acknowledge that any disclosure of any confidential information prohibited herein or any breach of the provisions herein may result in irreparable injury and damage to the Company which cannot be adequately compensated in monetary damages, that the Company will have no adequate remedy at law therefor, and that the Company may, in addition to all other remedies available to it at law or in equity, obtain such preliminary, temporary or permanent mandatory or restraining injunctions, orders or decrees as may be necessary to protect the Company against, or on account of, any breach of the provisions contained herein. You further agree to indemnify and reimburse the Company in respect of the losses and damages which may have been suffered by the Company as may be determined by a competent court/ authority, and also reasonable legal fees and other costs incurred by the Company in this regard. The above confidentiality and indemnification obligations shall survive termination/ expiry of your training period with the Company.

12. In consideration of the training to be imparted by the Company to you during the course of your training, you hereby covenant, undertake and agree as follows:
  - a) Subject to successful completion of your training as a Trainee – Analyst to the satisfaction of the Company in its sole and absolute discretion and upon securing the requisite certifications as required by the Company, you will be offered and shall take up employment for the position of Analyst – Business Applications with the Company under an Appointment Letter to be issued to you by the Company; and thereupon, you shall continue to be in the employment of the Company on the terms and conditions more fully contained in the Appointment Letter/ Employment Agreement; and shall not leave the employment of the Company for a minimum period of 2 (two) years from the date of your employment in the position of Analyst – Business Applications with the Company as per the terms and conditions more fully contained in the Appointment Letter/ Employment Agreement.
  - b) In the event that you leave the Company's employment, either voluntarily or at the Company's behest on account of any misconduct (including drunkenness, dishonesty, absence without leave, indiscipline, infringement of the Company's regulations and disobedience to lawful orders or instructions), either during the training period or within the minimum period of 2 (two) years from the date of your employment in the position of Analyst – Business Applications with the Company, you will reimburse to the Company the investment and expenses incurred by the Company towards imparting specialized training and enhancing professional abilities and skills during your training period ("**Training Expenses**"), computed in the following manner:

| TIME OF LEAVING THE COMPANY                                                                                                | TRAINING EXPENSES TO BE REIMBURSED                                                                                                                                                                                                                              |
|----------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| After successful completion of the training program and upon securing the certifications.                                  | Amount actually spent by the Company towards Training Expenses until the date of the Trainee – Analyst leaving the Company (subject to a maximum of Rs. 1,00,000/-)                                                                                             |
| Within 2 (two) years from the date of your employment in the position of Analyst – Business Applications with the Company. | The overall investment and expenses incurred by the Company towards imparting specialized training and enhancing professional abilities and skills during training and subsequent employment with the Company (subject to a maximum of <b>Rs. 3,25,000/-</b> ). |

- c) You agree and understand that the aforesaid sums are an accurate estimate of the amount that will be spent by the Company towards imparting specialized training and enhancing professional abilities and skills during the course of your training period and subsequent employment with the Company.
- d) In the event you commit any default in reimbursing the Training Expenses undertaken to be reimbursed in sub-clause (b) above, the Company shall, without prejudice to its other rights and remedies, be entitled to, and you hereby authorize the Company to withhold any amount that might be lying with the Company or falling due from the Company to you, towards the reimbursable expenses, except such amounts as are compulsorily payable to you under applicable laws. In addition, the Company shall also be entitled to withhold voluntary benefits such as relieving certificates and other benefits that accrue to you from the Company, but that are not compulsory in law.
13. Further, subject to successful completion of your training as a Trainee – Analyst to the satisfaction of the Company and upon your being offered employment for the position of Analyst – Business Applications under an Appointment Letter to be issued to you by the Company, you shall be on probation for an initial period of 6 (six) months from the date of the Appointment Letter to evaluate your performance on live projects to follow as part of full-time employment with the Company. In the event that you resign or terminate your employment with the Company within the minimum period of 2 (two) years from the date of your employment in the position of Analyst – Business Applications with the Company, you will be liable to reimburse the Training Expenses incurred by the Company towards imparting specialized training and enhancing professional abilities and skills during the course of your training period and subsequent employment with the Company. However, in case the Company

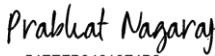
terminates your employment during the probation period on account of unsatisfactory performance and related issues, you will not be liable to reimburse the Training Expenses to the Company.

14. At any time during the term of your training, the Company shall have the right to terminate your training as a Trainee – Analyst with the Company by providing you 2 (two) weeks' notice in writing. However, you will not be entitled to terminate this arrangement for any reason whatsoever, and in the event of your failure to complete the term of your training as a Trainee – Analyst, you shall be liable to refund to the Company all amounts paid to you by the Company as and by way of stipend, till the date of your ceasing your training as a Trainee – Analyst with the Company.

This letter sets forth the terms of your placement as a Trainee – Analyst with the Company and supersedes any prior representations or agreements, whether written or oral. A duplicate original of this offer is enclosed for your records. Please sign and return this Offer Letter as a confirmation of your acceptance thereof. This offer will expire on **October 20<sup>th</sup>, 2022**.

We look forward to having you join us as a Trainee – Analyst.

Sincerely,

DocuSigned by:  
  
54FEFB94616F4B3...  
21 October 2022 | 13:15:49 CEST

**For:**  
**Tech Mahindra**

I have read this Trainee Offer Letter and agree to the terms contained herein.

The date of commencement of my training as a Trainee – Analyst with the Company will be from \_\_\_\_\_.

\_\_\_\_\_  
**Name: K Abhinandhan**  
Date:





19<sup>th</sup> October 2022

**Subject:** OFFER LETTER

**Dear VISHNU S,**

We are pleased to offer you placement as a **“Trainee – Analyst”** at the **Bengaluru** office of Tech Mahindra (the **“Company”**). Your placement as a Trainee – Analyst with the Company will be for a period of 3 (three) months starting from the **5<sup>th</sup> December 2022**. During the period of your placement as a Trainee – Analyst, you will be based at **Bengaluru** reporting to the Associate Director or such other person as the Company may determine from time to time.

You shall be governed by the following terms during the period of your training with the Company:

1. You will be entitled to a monthly stipend of Rs. **12,000/- (Rupees Twelve Thousand only)**, less any applicable deductions and withholdings, during the period of your training as a **“Trainee – Analyst”** with the Company. You shall not be entitled to any other benefits which are available to the employees of the Company during the training period.
2. On successful completion of the training, you will be eligible to obtain a certificate from the Company in respect of successful completion of the training, which shall *inter alia* record the attendance, conduct and quality of work done. The aforesaid certificate shall be in the format prescribed by the Company.
3. Your placement as a **“Trainee – Analyst”** with the Company shall not automatically entitle you to join the services of the Company as an employee and you shall have no claim in respect of the same. Further, during the course of your training with the Company, you shall not represent yourself as being an employee of the Company. However, upon successful completion of your training, the Company may, at its sole and absolute discretion, offer you employment with the Company on such terms and conditions that the Company may deem fit and appropriate.
4. Subject to successful completion of your training as a Trainee – Analyst to the satisfaction of the Company in its sole and absolute discretion and upon securing the requisite certifications as required by the Company, you will be offered employment for the position of Analyst – Business Applications with the Company under an Appointment Letter to be issued to you by the Company. Further, in terms of the Appointment Letter in respect of your possible employment for the position of Analyst

– Business Applications with the Company, you shall be on probation for an initial period of 6 (six) months from the date of the Appointment Letter.

5. You shall during the term of training and during the probation period, devote yourself exclusively to the business of the Company and in particular to the work assigned to you. You will not take up any other employment or work for remuneration (part-time or otherwise) or work in an advisory capacity or be interested directly or indirectly in any other trade or business during the term of training and during the probation period with the Company.
6. During the term of training with the Company, you will not undertake any activity or provide any assistance to any activity, which creates or could create, an actual or perceived conflict of interest, or which in any way compromises your duty of loyalty to the Company.
7. Your work during the term of training with the Company will be subject to the rules and regulations of the Company as laid down in relation to conduct, discipline and other matters.
8. If, during the course of your training with the Company, you either wholly or partially, make, invent, suggest or in any manner acquire any inventions or proprietary rights capable of being used in or relating to the business of Company, the same will be deemed to have been made, invented, suggested or acquired on behalf and for the benefit of the Company alone, and you shall, at the request and cost of the Company, assign the same to the Company and relinquish any claims over the same.
9. If any declaration given or information furnished by you to the Company is found to be false or if you are found to have willfully suppressed or concealed any material information, or if you are found by the Company to be guilty of misconduct (including drunkenness, dishonesty, absence without leave, indiscipline, infringement of the Company's regulations and disobedience to lawful orders or instructions) or conduct yourself in a manner which would bring the Company or its employees into disrepute, or if you borrow money from any of the customers of the Company or from anyone dealing with the Company, you will be discharged immediately without notice, and in such cases, you will have no claim whatsoever on the Company.
10. You will not, either during the course of your training with the Company or after the completion or termination/ expiry of the training period with the Company, divulge to anyone any information relating to the Company's business or any of its affairs.
11. You acknowledge that during the course of training with the Company, you may have access to or receive any information or material (in any form or medium) which the Company considers proprietary and confidential, whether or not specifically marked as confidential, that is of commercial value to the Company and is not available in the public domain. You agree to receive and hold such confidential information in strict

and absolute confidence and shall not disclose the same to others. You agree and acknowledge that any disclosure of any confidential information prohibited herein or any breach of the provisions herein may result in irreparable injury and damage to the Company which cannot be adequately compensated in monetary damages, that the Company will have no adequate remedy at law therefor, and that the Company may, in addition to all other remedies available to it at law or in equity, obtain such preliminary, temporary or permanent mandatory or restraining injunctions, orders or decrees as may be necessary to protect the Company against, or on account of, any breach of the provisions contained herein. You further agree to indemnify and reimburse the Company in respect of the losses and damages which may have been suffered by the Company as may be determined by a competent court/ authority, and also reasonable legal fees and other costs incurred by the Company in this regard. The above confidentiality and indemnification obligations shall survive termination/ expiry of your training period with the Company.

12. In consideration of the training to be imparted by the Company to you during the course of your training, you hereby covenant, undertake and agree as follows:
  - a) Subject to successful completion of your training as a Trainee – Analyst to the satisfaction of the Company in its sole and absolute discretion and upon securing the requisite certifications as required by the Company, you will be offered and shall take up employment for the position of Analyst – Business Applications with the Company under an Appointment Letter to be issued to you by the Company; and thereupon, you shall continue to be in the employment of the Company on the terms and conditions more fully contained in the Appointment Letter/ Employment Agreement; and shall not leave the employment of the Company for a minimum period of 2 (two) years from the date of your employment in the position of Analyst – Business Applications with the Company as per the terms and conditions more fully contained in the Appointment Letter/ Employment Agreement.
  - b) In the event that you leave the Company's employment, either voluntarily or at the Company's behest on account of any misconduct (including drunkenness, dishonesty, absence without leave, indiscipline, infringement of the Company's regulations and disobedience to lawful orders or instructions), either during the training period or within the minimum period of 2 (two) years from the date of your employment in the position of Analyst – Business Applications with the Company, you will reimburse to the Company the investment and expenses incurred by the Company towards imparting specialized training and enhancing professional abilities and skills during your training period ("**Training Expenses**"), computed in the following manner:

| TIME OF LEAVING THE COMPANY                                                                                                | TRAINING EXPENSES TO BE REIMBURSED                                                                                                                                                                                                                              |
|----------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| After successful completion of the training program and upon securing the certifications.                                  | Amount actually spent by the Company towards Training Expenses until the date of the Trainee – Analyst leaving the Company (subject to a maximum of Rs. 1,00,000/-)                                                                                             |
| Within 2 (two) years from the date of your employment in the position of Analyst – Business Applications with the Company. | The overall investment and expenses incurred by the Company towards imparting specialized training and enhancing professional abilities and skills during training and subsequent employment with the Company (subject to a maximum of <b>Rs. 3,25,000/-</b> ). |

- c) You agree and understand that the aforesaid sums are an accurate estimate of the amount that will be spent by the Company towards imparting specialized training and enhancing professional abilities and skills during the course of your training period and subsequent employment with the Company.
- d) In the event you commit any default in reimbursing the Training Expenses undertaken to be reimbursed in sub-clause (b) above, the Company shall, without prejudice to its other rights and remedies, be entitled to, and you hereby authorize the Company to withhold any amount that might be lying with the Company or falling due from the Company to you, towards the reimbursable expenses, except such amounts as are compulsorily payable to you under applicable laws. In addition, the Company shall also be entitled to withhold voluntary benefits such as relieving certificates and other benefits that accrue to you from the Company, but that are not compulsory in law.
13. Further, subject to successful completion of your training as a Trainee – Analyst to the satisfaction of the Company and upon your being offered employment for the position of Analyst – Business Applications under an Appointment Letter to be issued to you by the Company, you shall be on probation for an initial period of 6 (six) months from the date of the Appointment Letter to evaluate your performance on live projects to follow as part of full-time employment with the Company. In the event that you resign or terminate your employment with the Company within the minimum period of 2 (two) years from the date of your employment in the position of Analyst – Business Applications with the Company, you will be liable to reimburse the Training Expenses incurred by the Company towards imparting specialized training and enhancing professional abilities and skills during the course of your training period and subsequent employment with the Company. However, in case the Company

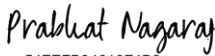
terminates your employment during the probation period on account of unsatisfactory performance and related issues, you will not be liable to reimburse the Training Expenses to the Company.

14. At any time during the term of your training, the Company shall have the right to terminate your training as a Trainee – Analyst with the Company by providing you 2 (two) weeks' notice in writing. However, you will not be entitled to terminate this arrangement for any reason whatsoever, and in the event of your failure to complete the term of your training as a Trainee – Analyst, you shall be liable to refund to the Company all amounts paid to you by the Company as and by way of stipend, till the date of your ceasing your training as a Trainee – Analyst with the Company.

This letter sets forth the terms of your placement as a Trainee – Analyst with the Company and supersedes any prior representations or agreements, whether written or oral. A duplicate original of this offer is enclosed for your records. Please sign and return this Offer Letter as a confirmation of your acceptance thereof. This offer will expire on **October 20<sup>th</sup>, 2022**.

We look forward to having you join us as a Trainee – Analyst.

Sincerely,

DocuSigned by:  
  
54FEFB94616F4B3...  
21 October 2022 | 13:15:49 CEST

**For:**  
**Tech Mahindra**

I have read this Trainee Offer Letter and agree to the terms contained herein.

The date of commencement of my training as a Trainee – Analyst with the Company will be from \_\_\_\_\_.

\_\_\_\_\_  
**Name: VISHNU S**

**Date:**



19<sup>th</sup> October 2022

**Subject: OFFER LETTER**

**Dear YARRABOLU SIVA KOTI**

**REDDY,**

We are pleased to offer you placement as a **“Trainee – Analyst”** at the **Bengaluru** office of Tech Mahindra (the **“Company”**). Your placement as a Trainee – Analyst with the Company will be for a period of 3 (three) months starting from the **5<sup>th</sup> December 2022**. During the period of your placement as a Trainee – Analyst, you will be based at **Bengaluru** reporting to the Associate Director or such other person as the Company may determine from time to time.

You shall be governed by the following terms during the period of your training with the Company:

1. You will be entitled to a monthly stipend of Rs. **12,000/- (Rupees Twelve Thousand only)**, less any applicable deductions and withholdings, during the period of your training as a **“Trainee – Analyst”** with the Company. You shall not be entitled to any other benefits which are available to the employees of the Company during the training period.
2. On successful completion of the training, you will be eligible to obtain a certificate from the Company in respect of successful completion of the training, which shall *inter alia* record the attendance, conduct and quality of work done. The aforesaid certificate shall be in the format prescribed by the Company.
3. Your placement as a **“Trainee – Analyst”** with the Company shall not automatically entitle you to join the services of the Company as an employee and you shall have no claim in respect of the same. Further, during the course of your training with the Company, you shall not represent yourself as being an employee of the Company. However, upon successful completion of your training, the Company may, at its sole and absolute discretion, offer you employment with the Company on such terms and conditions that the Company may deem fit and appropriate.
4. Subject to successful completion of your training as a Trainee – Analyst to the satisfaction of the Company in its sole and absolute discretion and upon securing the requisite certifications as required by the Company, you will be offered employment for the position of Analyst – Business Applications with the Company under an

Appointment Letter to be issued to you by the Company. Further, in terms of the Appointment Letter in respect of your possible employment for the position of Analyst

– Business Applications with the Company, you shall be on probation for an initial period of 6 (six) months from the date of the Appointment Letter.

5. You shall during the term of training and during the probation period, devote yourself exclusively to the business of the Company and in particular to the work assigned to you. You will not take up any other employment or work for remuneration (part-time or otherwise) or work in an advisory capacity or be interested directly or indirectly in any other trade or business during the term of training and during the probation period with the Company.
6. During the term of training with the Company, you will not undertake any activity or provide any assistance to any activity, which creates or could create, an actual or perceived conflict of interest, or which in any way compromises your duty of loyalty to the Company.
7. Your work during the term of training with the Company will be subject to the rules and regulations of the Company as laid down in relation to conduct, discipline and other matters.
8. If, during the course of your training with the Company, you either wholly or partially, make, invent, suggest or in any manner acquire any inventions or proprietary rights capable of being used in or relating to the business of Company, the same will be deemed to have been made, invented, suggested or acquired on behalf and for the benefit of the Company alone, and you shall, at the request and cost of the Company, assign the same to the Company and relinquish any claims over the same.
9. If any declaration given or information furnished by you to the Company is found to be false or if you are found to have willfully suppressed or concealed any material information, or if you are found by the Company to be guilty of misconduct (including drunkenness, dishonesty, absence without leave, indiscipline, infringement of the Company's regulations and disobedience to lawful orders or instructions) or conduct yourself in a manner which would bring the Company or its employees into disrepute, or if you borrow money from any of the customers of the Company or from anyone dealing with the Company, you will be discharged immediately without notice, and in such cases, you will have no claim whatsoever on the Company.
10. You will not, either during the course of your training with the Company or after the completion or termination/ expiry of the training period with the Company, divulge to anyone any information relating to the Company's business or any of its affairs.
11. You acknowledge that during the course of training with the Company, you may have access to or receive any information or material (in any form or medium) which the Company considers proprietary and confidential, whether or not specifically marked as confidential, that is of commercial value to the Company and is not available in the public domain. You agree to receive and hold such confidential information in strict



and absolute confidence and shall not disclose the same to others. You agree and acknowledge that any disclosure of any confidential information prohibited herein or any breach of the provisions herein may result in irreparable injury and damage to the Company which cannot be adequately compensated in monetary damages, that the Company will have no adequate remedy at law therefor, and that the Company may, in addition to all other remedies available to it at law or in equity, obtain such preliminary, temporary or permanent mandatory or restraining injunctions, orders or decrees as may be necessary to protect the Company against, or on account of, any breach of the provisions contained herein. You further agree to indemnify and reimburse the Company in respect of the losses and damages which may have been suffered by the Company as may be determined by a competent court/ authority, and also reasonable legal fees and other costs incurred by the Company in this regard. The above confidentiality and indemnification obligations shall survive termination/ expiry of your training period with the Company.

12. In consideration of the training to be imparted by the Company to you during the course of your training, you hereby covenant, undertake and agree as follows:
  - a) Subject to successful completion of your training as a Trainee – Analyst to the satisfaction of the Company in its sole and absolute discretion and upon securing the requisite certifications as required by the Company, you will be offered and shall take up employment for the position of Analyst – Business Applications with the Company under an Appointment Letter to be issued to you by the Company; and thereupon, you shall continue to be in the employment of the Company on the terms and conditions more fully contained in the Appointment Letter/ Employment Agreement; and shall not leave the employment of the Company for a minimum period of 2 (two) years from the date of your employment in the position of Analyst – Business Applications with the Company as per the terms and conditions more fully contained in the Appointment Letter/ Employment Agreement.
  - b) In the event that you leave the Company's employment, either voluntarily or at the Company's behest on account of any misconduct (including drunkenness, dishonesty, absence without leave, indiscipline, infringement of the Company's regulations and disobedience to lawful orders or instructions), either during the training period or within the minimum period of 2 (two) years from the date of your employment in the position of Analyst – Business Applications with the Company, you will reimburse to the Company the investment and expenses incurred by the Company towards imparting specialized training and enhancing professional abilities and skills during your training period ("**Training Expenses**"), computed in the following manner:

| TIME OF LEAVING THE COMPANY                                                                                                | TRAINING EXPENSES TO BE REIMBURSED                                                                                                                                                                                                                              |
|----------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| After successful completion of the training program and upon securing the certifications.                                  | Amount actually spent by the Company towards Training Expenses until the date of the Trainee – Analyst leaving the Company (subject to a maximum of Rs. 1,00,000/-)                                                                                             |
| Within 2 (two) years from the date of your employment in the position of Analyst – Business Applications with the Company. | The overall investment and expenses incurred by the Company towards imparting specialized training and enhancing professional abilities and skills during training and subsequent employment with the Company (subject to a maximum of <b>Rs. 5,55,000/-</b> ). |

- c) You agree and understand that the aforesaid sums are an accurate estimate of the amount that will be spent by the Company towards imparting specialized training and enhancing professional abilities and skills during the course of your training period and subsequent employment with the Company.
- d) In the event you commit any default in reimbursing the Training Expenses undertaken to be reimbursed in sub-clause (b) above, the Company shall, without prejudice to its other rights and remedies, be entitled to, and you hereby authorize the Company to withhold any amount that might be lying with the Company or falling due from the Company to you, towards the reimbursable expenses, except such amounts as are compulsorily payable to you under applicable laws. In addition, the Company shall also be entitled to withhold voluntary benefits such as relieving certificates and other benefits that accrue to you from the Company, but that are not compulsory in law.
13. Further, subject to successful completion of your training as a Trainee – Analyst to the satisfaction of the Company and upon your being offered employment for the position of Analyst – Business Applications under an Appointment Letter to be issued to you by the Company, you shall be on probation for an initial period of 6 (six) months from the date of the Appointment Letter to evaluate your performance on live projects to follow as part of full-time employment with the Company. In the event that you resign or terminate your employment with the Company within the minimum period of 2 (two) years from the date of your employment in the position of Analyst – Business Applications with the Company, you will be liable to reimburse the Training Expenses incurred by the Company towards imparting specialized training and enhancing professional abilities and skills during the course of your training period and subsequent employment with the Company. However, in case the Company

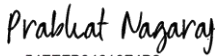
terminates your employment during the probation period on account of unsatisfactory performance and related issues, you will not be liable to reimburse the Training Expenses to the Company.

14. At any time during the term of your training, the Company shall have the right to terminate your training as a Trainee – Analyst with the Company by providing you 2 (two) weeks' notice in writing. However, you will not be entitled to terminate this arrangement for any reason whatsoever, and in the event of your failure to complete the term of your training as a Trainee – Analyst, you shall be liable to refund to the Company all amounts paid to you by the Company as and by way of stipend, till the date of your ceasing your training as a Trainee – Analyst with the Company.

This letter sets forth the terms of your placement as a Trainee – Analyst with the Company and supersedes any prior representations or agreements, whether written or oral. A duplicate original of this offer is enclosed for your records. Please sign and return this Offer Letter as a confirmation of your acceptance thereof. This offer will expire on **October 20<sup>th</sup>, 2022**.

We look forward to having you join us as a Trainee – Analyst.

Sincerely,

DocuSigned by:  
  
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21 October 2022 | 13:15:49 CEST

**For:**  
**Tech Mahindra**

I have read this Trainee Offer Letter and agree to the terms contained herein.

The date of commencement of my training as a Trainee – Analyst with the Company will be from \_\_\_\_\_.

\_\_\_\_\_  
**Name: VISHNU S**

**Date:**



19<sup>th</sup> October 2022

**Subject:** OFFER LETTER

**Dear YEDHUKRISHNA A,**

We are pleased to offer you placement as a **“Trainee – Analyst”** at the **Bengaluru** office of Tech Mahindra (the **“Company”**). Your placement as a Trainee – Analyst with the Company will be for a period of 3 (three) months starting from the **5<sup>th</sup> December 2022**. During the period of your placement as a Trainee – Analyst, you will be based at **Bengaluru** reporting to the Associate Director or such other person as the Company may determine from time to time.

You shall be governed by the following terms during the period of your training with the Company:

1. You will be entitled to a monthly stipend of Rs. **12,000/- (Rupees Twelve Thousand only)**, less any applicable deductions and withholdings, during the period of your training as a **“Trainee – Analyst”** with the Company. You shall not be entitled to any other benefits which are available to the employees of the Company during the training period.
2. On successful completion of the training, you will be eligible to obtain a certificate from the Company in respect of successful completion of the training, which shall *inter alia* record the attendance, conduct and quality of work done. The aforesaid certificate shall be in the format prescribed by the Company.
3. Your placement as a **“Trainee – Analyst”** with the Company shall not automatically entitle you to join the services of the Company as an employee and you shall have no claim in respect of the same. Further, during the course of your training with the Company, you shall not represent yourself as being an employee of the Company. However, upon successful completion of your training, the Company may, at its sole and absolute discretion, offer you employment with the Company on such terms and conditions that the Company may deem fit and appropriate.
4. Subject to successful completion of your training as a Trainee – Analyst to the satisfaction of the Company in its sole and absolute discretion and upon securing the requisite certifications as required by the Company, you will be offered employment for the position of Analyst – Business Applications with the Company under an Appointment Letter to be issued to you by the Company. Further, in terms of the Appointment Letter in respect of your possible employment for the position of Analyst

– Business Applications with the Company, you shall be on probation for an initial period of 6 (six) months from the date of the Appointment Letter.

5. You shall during the term of training and during the probation period, devote yourself exclusively to the business of the Company and in particular to the work assigned to you. You will not take up any other employment or work for remuneration (part-time or otherwise) or work in an advisory capacity or be interested directly or indirectly in any other trade or business during the term of training and during the probation period with the Company.
6. During the term of training with the Company, you will not undertake any activity or provide any assistance to any activity, which creates or could create, an actual or perceived conflict of interest, or which in any way compromises your duty of loyalty to the Company.
7. Your work during the term of training with the Company will be subject to the rules and regulations of the Company as laid down in relation to conduct, discipline and other matters.
8. If, during the course of your training with the Company, you either wholly or partially, make, invent, suggest or in any manner acquire any inventions or proprietary rights capable of being used in or relating to the business of Company, the same will be deemed to have been made, invented, suggested or acquired on behalf and for the benefit of the Company alone, and you shall, at the request and cost of the Company, assign the same to the Company and relinquish any claims over the same.
9. If any declaration given or information furnished by you to the Company is found to be false or if you are found to have willfully suppressed or concealed any material information, or if you are found by the Company to be guilty of misconduct (including drunkenness, dishonesty, absence without leave, indiscipline, infringement of the Company's regulations and disobedience to lawful orders or instructions) or conduct yourself in a manner which would bring the Company or its employees into disrepute, or if you borrow money from any of the customers of the Company or from anyone dealing with the Company, you will be discharged immediately without notice, and in such cases, you will have no claim whatsoever on the Company.
10. You will not, either during the course of your training with the Company or after the completion or termination/ expiry of the training period with the Company, divulge to anyone any information relating to the Company's business or any of its affairs.
11. You acknowledge that during the course of training with the Company, you may have access to or receive any information or material (in any form or medium) which the Company considers proprietary and confidential, whether or not specifically marked as confidential, that is of commercial value to the Company and is not available in the public domain. You agree to receive and hold such confidential information in strict

and absolute confidence and shall not disclose the same to others. You agree and acknowledge that any disclosure of any confidential information prohibited herein or any breach of the provisions herein may result in irreparable injury and damage to the Company which cannot be adequately compensated in monetary damages, that the Company will have no adequate remedy at law therefor, and that the Company may, in addition to all other remedies available to it at law or in equity, obtain such preliminary, temporary or permanent mandatory or restraining injunctions, orders or decrees as may be necessary to protect the Company against, or on account of, any breach of the provisions contained herein. You further agree to indemnify and reimburse the Company in respect of the losses and damages which may have been suffered by the Company as may be determined by a competent court/ authority, and also reasonable legal fees and other costs incurred by the Company in this regard. The above confidentiality and indemnification obligations shall survive termination/ expiry of your training period with the Company.

12. In consideration of the training to be imparted by the Company to you during the course of your training, you hereby covenant, undertake and agree as follows:
  - a) Subject to successful completion of your training as a Trainee – Analyst to the satisfaction of the Company in its sole and absolute discretion and upon securing the requisite certifications as required by the Company, you will be offered and shall take up employment for the position of Analyst – Business Applications with the Company under an Appointment Letter to be issued to you by the Company; and thereupon, you shall continue to be in the employment of the Company on the terms and conditions more fully contained in the Appointment Letter/ Employment Agreement; and shall not leave the employment of the Company for a minimum period of 2 (two) years from the date of your employment in the position of Analyst – Business Applications with the Company as per the terms and conditions more fully contained in the Appointment Letter/ Employment Agreement.
  - b) In the event that you leave the Company's employment, either voluntarily or at the Company's behest on account of any misconduct (including drunkenness, dishonesty, absence without leave, indiscipline, infringement of the Company's regulations and disobedience to lawful orders or instructions), either during the training period or within the minimum period of 2 (two) years from the date of your employment in the position of Analyst – Business Applications with the Company, you will reimburse to the Company the investment and expenses incurred by the Company towards imparting specialized training and enhancing professional abilities and skills during your training period ("**Training Expenses**"), computed in the following manner:

| TIME OF LEAVING THE COMPANY                                                                                                | TRAINING EXPENSES TO BE REIMBURSED                                                                                                                                                                                                                              |
|----------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| After successful completion of the training program and upon securing the certifications.                                  | Amount actually spent by the Company towards Training Expenses until the date of the Trainee – Analyst leaving the Company (subject to a maximum of Rs. 1,00,000/-)                                                                                             |
| Within 2 (two) years from the date of your employment in the position of Analyst – Business Applications with the Company. | The overall investment and expenses incurred by the Company towards imparting specialized training and enhancing professional abilities and skills during training and subsequent employment with the Company (subject to a maximum of <b>Rs. 5,55,000/-</b> ). |

- c) You agree and understand that the aforesaid sums are an accurate estimate of the amount that will be spent by the Company towards imparting specialized training and enhancing professional abilities and skills during the course of your training period and subsequent employment with the Company.
- d) In the event you commit any default in reimbursing the Training Expenses undertaken to be reimbursed in sub-clause (b) above, the Company shall, without prejudice to its other rights and remedies, be entitled to, and you hereby authorize the Company to withhold any amount that might be lying with the Company or falling due from the Company to you, towards the reimbursable expenses, except such amounts as are compulsorily payable to you under applicable laws. In addition, the Company shall also be entitled to withhold voluntary benefits such as relieving certificates and other benefits that accrue to you from the Company, but that are not compulsory in law.
13. Further, subject to successful completion of your training as a Trainee – Analyst to the satisfaction of the Company and upon your being offered employment for the position of Analyst – Business Applications under an Appointment Letter to be issued to you by the Company, you shall be on probation for an initial period of 6 (six) months from the date of the Appointment Letter to evaluate your performance on live projects to follow as part of full-time employment with the Company. In the event that you resign or terminate your employment with the Company within the minimum period of 2 (two) years from the date of your employment in the position of Analyst – Business Applications with the Company, you will be liable to reimburse the Training Expenses incurred by the Company towards imparting specialized training and enhancing professional abilities and skills during the course of your training period and subsequent employment with the Company. However, in case the Company

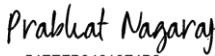
terminates your employment during the probation period on account of unsatisfactory performance and related issues, you will not be liable to reimburse the Training Expenses to the Company.

14. At any time during the term of your training, the Company shall have the right to terminate your training as a Trainee – Analyst with the Company by providing you 2 (two) weeks' notice in writing. However, you will not be entitled to terminate this arrangement for any reason whatsoever, and in the event of your failure to complete the term of your training as a Trainee – Analyst, you shall be liable to refund to the Company all amounts paid to you by the Company as and by way of stipend, till the date of your ceasing your training as a Trainee – Analyst with the Company.

This letter sets forth the terms of your placement as a Trainee – Analyst with the Company and supersedes any prior representations or agreements, whether written or oral. A duplicate original of this offer is enclosed for your records. Please sign and return this Offer Letter as a confirmation of your acceptance thereof. This offer will expire on **October 20<sup>th</sup>, 2022**.

We look forward to having you join us as a Trainee – Analyst.

Sincerely,

DocuSigned by:  
  
54FEFB94616F4B3...  
21 October 2022 | 13:15:49 CEST

**For:**  
**Tech Mahindra**

I have read this Trainee Offer Letter and agree to the terms contained herein.

The date of commencement of my training as a Trainee – Analyst with the Company will be from \_\_\_\_\_.

**Name: YEDHUKRISHNA A**  
**Date:**



TEJAS R

Dear **TEJAS R**

On behalf of CAI Info India Private Ltd., I would like to reconfirm our verbal offer of employment as a **"Jr. Software Engineer"** for an annual CTC of Rs. 3,00,000.00 (Rupees three lakhs thirty thousand) beginning on your anticipated start date, Monday, February 05, 2024. This will be paid to you monthly at the end of each month in increments of Rs. 25,000.00 (gross monthly CTC).

Special Clauses:

- During the period of your employment, the Company may at any time assign or transfer you to any location in the world where the Company/its clients has its establishment. In such an event, you shall be entitled to allowances in accordance with the policies of the Company.
- If you do not have an existing account with ICICI Bank, you will be required to establish one within 2 weeks of your first pay.
- You shall be considered for the next financial review in 2025.

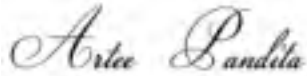
You are required to bring the following documents at the time of reporting for employment: -

- Last updated resume
- Latest passport size photograph
- A copy of Educational Certificates for all years of education and mark cards -
- Copy of passport
- Form 16

Please sign the bottom portion of this letter indicating your acceptance of this position and return the same immediately. You will be issued an appointment letter upon your acceptance of this offer letter.

Thank You and Welcome.

Yours Truly, Accepted By:



**Artee Pandita** \_\_\_\_\_  
**Director-Human Resources**

Divyasree Towers, Floor 5, Guruppanapalya  
Bannerghatta Main Road, Bangalore-560029  
[www.cai.io](http://www.cai.io) [inquire@cai.io](mailto:inquire@cai.io)

Detailed CTC Breakdown:

| Description       | Monthly              | Yearly                 |
|-------------------|----------------------|------------------------|
| Basic             | INR 13,750.00        | INR 1,65,000.00        |
| HRA               | INR 5,500.00         | INR 66,000.00          |
| Conveyance        | INR 300.00           | INR 3,600.00           |
| Medical Allowance | INR 700.00           | INR 8,400.00           |
| Statutory Bonus   | INR 2,500.00         | INR 30,000.00          |
| Provident Fund    | INR 3,300.00         | INR 39,600.00          |
| Gratuity          | INR 661.38           | INR 7,936.50           |
| Special Allowance | INR 788.63           | INR 9,463.50           |
| <b>Total</b>      | <b>INR 25,000.00</b> | <b>INR 3,00,000.00</b> |

Accepted By:

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Divyasree Towers, Floor 5, Guruppanapalya  
Bannerghatta Main Road, Bangalore-560029  
[www.cai.io](http://www.cai.io) [inquire@cai.io](mailto:inquire@cai.io)

**CAI Info India Private Limited**

080 -45340400

## EMPLOYMENT CONTRACT

between

Hemmersbach India Private Limited,  
M/s. Whitefield Area Commerce and Industries Association (WACIA),  
No.40-J, WACIA Road, Mahadevapura post, Bangalore - 560048 a  
Company incorporated under the Companies Act, 2013  
- hereinafter referred to as the “Company” -

and

- TEJASWINI B

- hereinafter referred to as the “Employee”<sup>1</sup> -

Each of the aforesaid shall hereinafter be referred to individually as a “Party” and collectively as “Parties”.

The following employment contract is concluded:

### 1 COMMENCEMENT OF THE EMPLOYMENT CONTRACT

The employment contract shall commence accordingly.

### 2 PROBATIONARY PERIOD

- 2.1 A probationary period of six (6) months is agreed and shall end on 03.04.2021. An extension of the probationary period may be determined by the Company in its sole and absolute discretion.
- 2.2 The employment contract may be terminated by either party at any time during the probationary period giving a written notice period of one (1) month to the other party or paying the equivalent of one (1) month’s Basic Salary in lieu of such notice.

### 3 TYPE AND SCOPE OF THE ROLE

- 3.1 CHANDU Lis employed as a Service Desk Manager.
- 3.2 The Employee shall work exclusively for the Company and shall perform such duties, functions and responsibilities as are customarily associated with such position and as directed by the Company. The Employee will perform his duties with due care, skill and highest professional standards to the satisfaction of the Company’s management. The duties and responsibilities of the Employee are as set out in the job description as attached in ANNEXURE A.
- 3.3 The nature of the Company’s business requires that the Employee is flexible in his approach to work in order to service its best interests. Accordingly, the Employee agrees that the Company may at any

time vary the position, scope of duties, and responsibilities of the Employee. The Employee may be required to undertake

<sup>1</sup>

References to the masculine form always refer to both male and female employees. For the purposes of simplification the masculine form is used.

different duties or reporting line be changed in order to take into account the changing needs of the Company's business and Employee's role within it.

- 3.4 The Employee is employed to work at the Bangalore site. It is possible that the Employee may be relocated to a different site due to a project at any time for operational reasons. No expenses will be payable to the Employee for relocation/travel etc. for the purposes of joining.
- 3.5 Clauses 3.3 and 3.4 shall not affect the remuneration provisions.
- 3.6 The Employee shall serve the Company faithfully, conscientiously and to the best of his ability and shall promote the interests and reputation of the Company. The Employee will abide by the time schedule and holiday schedule of the Company and will show due commitment and diligence in his work.
- 3.7 The Employee shall place all of his work capacity at the Company's disposal. The Company shall be informed in writing of any secondary employment. Secondary employment which affects the work assignments of the Employee and the legitimate commercial interests of the Company may only be exercised after consent has been given. During the term of this employment contract the Employee may not conclude any business transactions on his own behalf or on account of a third party.
- 3.8 Unless prevented by sickness or disability, the Employee shall devote all of his time, attention, knowledge, energy and skills during normal working hours and at such other times as the Employee's duties and responsibilities may require. The working hours are however to be placed in accordance with Company, client and project requirements. The Employee understands that as the Company works with strong global interactions, there will be a need for meetings, conference calls at different timings and days including holidays.
- 3.9 The Employee is obligated to participate in the improvement and reduction in price of work procedures and distribution procedures.

#### 4 WORKING HOURS

- 4.1 The Employee will place his entire effort, knowledge, and skill in the service of the Company. She shall work a minimum of 40 (forty) hours on five days per week. She is obliged, however, to be available for the Company at any time, as far as the concerns of the Company require, and to attend to its interests without any entitlement to overtime pay or other compensation.
- 4.2 [The Employee is obligated to be available to be on-call or on-standby. The frequency and scope of being oncall / on-standby shall be determined by the department.]
- 4.3 Daily starting and finishing times and breaks shall comply with the respective company operational arrangements. The Company is entitled to make changes to this.

#### 5 REMUNERATION

- 5.1 The Employee shall receive an annual salary in the amount of INR 3,36,000.00 gross. The remuneration is to be paid in Indian Rupees in twelve (12) equal parts.

- 5.2 Payment shall be made on the last day of the month by bank transfer to a bank account of the Employee, details of which shall be given within one (1) week of the conclusion of the contract.
- 5.3 The remunerations paid to the Employee shall be subject to usual statutory and other deductions, including tax and any other contributions normally required to be withheld by an Employer under applicable laws in India.
- 5.4 The Employee shall be solely responsible for paying any taxes direct or indirect, State or local and other obligations and the filing of any required returns or other information relating hereto.
- 5.5 The Employee is obligated to keep the amount of his payments confidential.

## 6 ACCEPTING THIRD-PARTY BENEFITS

The Company is committed to ensuring all business relationships with suppliers and clients are legal and based on professional integrity. The Employee shall strictly adhere to Company's business conduct and Integrity policy and refrain from accepting gifts from Vendors / Suppliers / Customers / Other agencies at all times. The Employee is obligated to immediately inform the Company of any such attempts made towards him.

## 7 OVERTIME/OVERTIME PAY

The Employee is permitted trust-based working hours. In return any overtime worked is compensated in full by salary without any additional entitlement to overtime pay or other compensation.

## 8 INABILITY TO ATTEND TO WORK

- 8.1 Any inability to carry out duties shall be reported to the Country Manager or direct supervisor immediately, as well as the duration and the reason. This must be done between 8:00 a.m. at the earliest and 9:00 a.m. at the latest (sick report).
- 8.2 On the last day of absence from work the Country Manager or direct supervisor shall be informed about when the employee will resume his/her work by phone. This must be done by 4:00 p.m. at the latest (recovery report).
- 8.3 If the Employee is ill for longer than two (2) days, a doctor's note regarding his inability to attend work and the expected duration shall be provided not later than on the third (3) day after the commencement of the inability to work. A new doctor's note shall be submitted on the next working day after the expiry of the expected duration of the inability to attend work as stated in the doctor's note.
- 8.4 If the Employee repeatedly and, despite warnings, fails to inform the Company of his illness and / or fails to present the Company with a doctor's note, the Company is entitled to terminate the employment contract without adhering to a notice period.

## 9 CONTINUED REMUNERATION WHEN UNABLE TO ATTEND WORK

- 9.1 If the Employee is not able to attend work due to illness, he shall be entitled to a maximum of twelve (12) days per annum of paid sick leave.
- 9.2 Accrued sick leave can't be carried over to the next calendar year.
- 9.3 Paid sick leave may not be used to extend a holiday or vacation and once an employee has given notice to quit. Sick leave will not be paid out upon the termination.

- 9.4 If the Employee has the right to claim damages from a third party regarding loss of earnings which he is entitled to because he is unable to attend work, he hereby assigns this right to the Company if his salary continues to be paid while he is unable to attend work.
- 9.5 In accordance with the agreed regulations above, the Employee shall, in particular, immediately provide the Company with all information necessary to enforce their claim for damages.
- 9.6 The Employee is further advised that the Company is entitled to refuse to continue to pay his remuneration if the Employee has not satisfied his obligations arising from section 8 and 9 of this contract.
- 9.7 The Employee shall not be entitled to payment in lieu of not availed sick leave at any time.

## 10 ANNUAL LEAVE

- 10.1 The Employee shall receive 18 (eighteen) working days of annual/privileged leave with full pay per calendar year. If the employment contract is not in force for a whole year, the Employee shall receive 1/12 of his annual leave entitlement for each completed calendar month.
- 10.2 The Company must approve when annual leave is taken. The Employee must request annual leave in good time. Annual leave must be discussed with the Head of Department and must abide by the valid arrangements regarding absence cover in the respective area. Disrupting normal business operations is to be avoided at all costs.
- 10.3 Annual leave must be taken in the current leave year. The leave year begins on January 01st and ends on December 31st. Carrying annual leave over to the next calendar year is only permitted with the consent of the Company. In the event annual leave is carried over, it must be taken by March 31st of the following year at the latest.

Exceptions to this require special management approval.

- 10.4 Upon termination of the Employment (however occasioned) the Employee shall be paid in lieu of any accrued and not availed annual leave to which the Employee becomes entitled during the Employment. Payment for accrued annual leave shall be calculated on the basis of the rate of the Basic Salary. The Annual term shall be calculated exclusive of public holidays.
- 10.5 The Employee is entitled to 7 days of Public Holidays, which are defined as per Company policy. The Company is entitled to change these Public Holidays due to operational reasons at any time.
- 10.6 The Employee shall be entitled to 2 (two) days paid casual leave per calendar year. This leave is available to use as it is accrued. Accrued leave can't be carried over to the next calendar year.
- 10.7 Any leave is subject to approval by the Company and shall be in accordance with the relevant regulations regarding temporary replacements. Interruption of business operations has to be avoided.

## 11 TERMINATION OF THE EMPLOYMENT CONTRACT

- 11.1 As stated in section 1 this employment contract is for a fixed term until 03.10.2022 and shall end on that date without notice having to be given.
- 11.2 On completion of the probation period, either initial, or extended, as the case may be, the Employment of the Employee with the Company will end as defined under clause 1.
- 11.3 Either party can terminate this Agreement with a written notice of two (2) months or two (2) months' salary in lieu of notice. The official notification becomes valid upon arrival of delivery.

- 11.4 In any case of notice, the Company is entitled to release the Employee from work under deduction of any vacation time remaining due up to the expiration of the period of notice.
- 11.5 The right to terminate the Contract extraordinarily remains unaffected. In particular and without prejudice to the generality of the foregoing provision, the Company shall be entitled to terminate the Contract summarily by written notice and without any payment in lieu of notice (but without prejudice to the rights and remedies of the Company for any breach of this Contract of Employment and to the Employee's continuing obligations) in any of the following events:
- (a) If the Employee commits any serious or wilful or persistent breach or breaches of any express or implied term of this Contract.
  - (b) If the Employee commits any serious or wilful or persistent breach or breaches of any express or implied Company policy.
  - (c) If the Company has good reason to believe that the Employee has committed any criminal offence or been guilty of any dishonesty or serious misconduct whether during the performance of his duties or otherwise.
  - (d) If the Employee's petitions for bankruptcy or has a bankruptcy order made against him or applies to take the benefit of any legislation for the relief of insolvent debtors or if he makes any composition with his creditors.
  - (e) If any information relating to the Employee's suitability for Employment by the Company and provided in the course of applying for Employment is found to be materially false or misleading.
- 11.6 A notice by the Employee may be submitted to the Supervisor/Director / Managing Director of the Company.
- 11.7 It is not permitted to terminate the employment contract giving proper notice before the agreed start date.
- 11.8 Upon cessation of this employment contract or in the event that the Company has granted leave from duty, the Employee must immediately and completely release to the Company all documents, objects and data regarding the affairs of the Company, especially keys, badges, telephones, computers, books, models, and recordings of any type including any duplicates for copies in his possession. The Employee acknowledges that all objects and data are the property of the Company and therefore he has no right to retention. If the Company property is not returned, a fee of INR 3,500.00 (three thousand five hundred) shall be deducted from the salary of the Employee.
- 11.9 The employment contract shall cease automatically without notice of termination upon expiry of the month in which the Employee reaches the age of 65 or when a total loss of working capacity is ascertained.

## 12 CONFIDENTIALTY

- 12.1 The Employee is obligated to keep all confidential matters, in particular business and trade secrets of the Company, and companies and persons affiliated with the Company strictly confidential. This obligation shall also continue to persist after the cessation of the employment contract.
- 12.2 All documents relating to the Company or to companies and persons affiliated with the Company, in particular all notes, specifications for tenders and contracts, records, reports, correspondence and similar documents including any copies thereof, all data carriers/data and all items provided to the Employee shall be handled with care and may only be used for business purposes. Removing these items from the business premises or a reproduction of the data/items is prohibited.



- 12.3 When the employment contract ends or upon commencement of a leave of absence when notice to terminate the employment contract has been given the Employee shall return to the Company unprompted all documents, data carriers and items in his possession which were provided to him during his employment. During the period of the employment contract this is to be done if ordered to do so. This applies correspondingly to non-physical information and materials, such as computer programs and other data, for example. The Employee is not permitted to retain back-ups of these.
- 12.4 The Employee is obligated to keep individual arrangements in or regarding this contract of employment confidential towards third parties. This includes in particular salary and, in case of fixed term contracts, the duration.

### 13 REPORTING CHANGES

Changes to marital status, place of residence and matters which could cause special statutory privileges, e.g. severe disablement and other matters which are important to the Company, shall be reported to the Company immediately.

### 14 CODE OF CONDUCT

- 14.1 The Employee shall strictly adhere to the Company's code of conduct and all the disciplinary rules and regulations as in force from time to time.
- 14.2 The Employee shall refrain from engaging in any illegal or immoral activities within Company premises as well outside which can bring disrepute to the Company.
- 14.3 The Employee shall not use Company's assets and facilities for their private use without prior information and approval from his supervisor. The Employee shall refrain from doing his personal work / private business during the office working hours.
- 14.4 Whilst the Company encourages the use of email and the internet to aid communication and improve efficiency, inappropriate use of these systems can cause serious problems which may involve legal claims against both the Company and individual Employee. In line with the Hemmersbach Group, therefore the Employee agrees to abide by the rules of the Company Policy.

### 15 USE OF EQUIPMENT

The Employee undertakes to comply with the rules of the Company in force from time to time concerning the use of materials, equipment and computer systems of the Company and the Group Companies. The Employee gives his consent to a representative of the Company gaining access to the email of the Employee in case of absence or in order to protect the interest of the Company.

### 16 DATA PROTECTION

Any data arising due to and during the employment will be stored and processed in the headquarters of the Hemmersbach Group, based in Nuremberg, Germany. Both parties shall therefore adhere to the statutory stipulations of the General Data Protection Regulation (GDPR) under European law, while considering the local data protection requirements. The Employee gives his consent to the Company and the Hemmersbach Group of Companies processing and transferring work related data (including data relating to sickness affecting the performance of the Employee) within India and abroad as the case may be for purposes related to the Employment, other administrative purposes or any other purpose related to the collection, storage or transfer of personal data in compliance with applicable Indian law.

## 17 BACKGROUND CHECK

- 17.1 The Employee agrees to provide the Company with an official document issued by the police or a governmental agency (e.g. criminal record / certificate of good conduct) in order to testify any criminal records as part of a background check. This certificate or at least the confirmation of the request should be presented to the Company at the latest on the first working day.
- 17.2 The Employee agrees to undergo further background checks (e.g. advanced security vetting), if these are or will be required for the role.

## 18 WRITTEN FORM AND EXISTENCE OF THE CONTRACT

- 18.1 Ancillary agreements and amendments are only valid, if they are in writing, signed and have approval by decision of the Shareholders' meeting; this also applies to the waiver of this written form requirement.
- 18.2 If one of the provisions of this contract is or becomes invalid, in whole or in part, this shall not affect the validity of the remaining provisions. In such a case the contract shall be executed as the Parties intended. If the validity of a provision of performance or time is affected, it shall be replaced by the provision permitted by law.

## 19 JURISDICTION

The terms of this Agreement shall be construed in accordance with the laws of India and both parties irrevocably submit to the jurisdiction of the Courts of Bangalore to settle any disputes that may arise in connection with this Employment.

## 20 COPIES OF THIS CONTRACT

The Company and the Employee have each received one copy of this contract.

## 21 MISCELLANEOUS

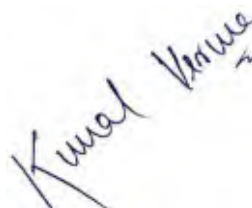
- 21.1 The Employee is not permitted to use the Company's Internet or telephone for private purposes. Likewise sending private emails is prohibited.
- 21.2 Working or driving a company car under the influence of alcohol or drugs is strictly prohibited.
- 21.3 The company shall be informed in writing of the loss of your driving licence including information regarding the duration of and reason for said loss. If a driving licence is required to carry out his role the Company reserves the right to terminate the employment contract without notice.
- 21.4 The Company is entitled to save all use of the email system and the Internet in order to monitor adherence to the above provisions using the saved data for a maximum duration of three months.

The undersigned hereby acknowledge that they have read and fully understand the terms of this Agreement, the terms and conditions of which are hereby incorporated and acknowledged by this document.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first below written.

Date: 02.09.2021

Date: 02.09.2022



Mr. Kunal Verma  
Country Manager, India  
Hemmersbach India Private Limited

Enclosure:

☐ Annexure A: Job Description

Annexure A

## JOB DESCRIPTION

Position: Service Desk Manager  
Job Family: Admin-Operations  
Reports to: Teamlead-Operations, Manager, Country Manager

The employee is expected to perform his / her duties as outlined here. The continuity of this contract is dependent upon the fulfillments of the job responsibilities expressed therein. In some circumstances the employee may also be required to perform tasks other than those stated here and is expected to do so with the utmost diligence and professionalism. This shall not affect the remuneration provisions.

For project requirements, the employee might be required to work on project shift duty based on project need. Job

Purpose:

To undertake all administrative tasks and activities in a professional and timely manner and in accordance with all internal process requirements. To adhere to the Hemmersbach Service Delivery Code (SDC) and all other Hemmersbach standards in the corresponding field of service or customer account. To break the company's annual BIG THREE goals down into realizable tasks, which are incorporated into the daily routine Responsibilities and Accountabilities:

- Proactively manage their areas of responsibility, in particular ensuring that Hemmersbach delivers a high level of internal and external customer satisfaction, which also meets the business goals.
- Ensure all work is delivered consistently and in accordance with lead measures and Key Performance Indicators (KPIs).
- Work on day-to-day activities, such as responding to tickets and implementing processes in order to help things run smoothly.
- Communicate with all levels of Hemmersbach Management, which includes producing reports to a high standard in a timely manner with accurate data.
- Proactively improve personal skills to achieve better performance and to improve the quality of daily business.

#### Review of this Job Description

This job description is an indicator of general areas of activity and will be amended in light of the changing needs of the organisation. Additionally, the skill development of every employee in this position will be determined once a year via the categorization and feedback procedure.

I, hereby accept and agree the terms and conditions of employment set out in this Job Description.

02.09.2021

Date: \_\_\_\_\_

## EMPLOYMENT CONTRACT

between

Hemmersbach India Private Limited,  
M/s. Whitefield Area Commerce and Industries Association (WACIA),  
No.40-J, WACIA Road, Mahadevapura post, Bangalore - 560048 a  
Company incorporated under the Companies Act, 2013  
- hereinafter referred to as the “Company” -

and

- TERREN ALAN L

- hereinafter referred to as the “Employee”<sup>1</sup> -

Each of the aforesaid shall hereinafter be referred to individually as a “Party” and collectively as “Parties”.

The following employment contract is concluded:

### 1 COMMENCEMENT OF THE EMPLOYMENT CONTRACT

The employment contract shall commence accordingly.

### 2 PROBATIONARY PERIOD

- 2.1 A probationary period of six (6) months is agreed and shall end on 03.04.2021. An extension of the probationary period may be determined by the Company in its sole and absolute discretion.
- 2.2 The employment contract may be terminated by either party at any time during the probationary period giving a written notice period of one (1) month to the other party or paying the equivalent of one (1) month’s Basic Salary in lieu of such notice.

### 3 TYPE AND SCOPE OF THE ROLE

- 3.1 CHANDU Lis employed as a Service Desk Manager.
- 3.2 The Employee shall work exclusively for the Company and shall perform such duties, functions and responsibilities as are customarily associated with such position and as directed by the Company. The Employee will perform his duties with due care, skill and highest professional standards to the satisfaction of the Company’s management. The duties and responsibilities of the Employee are as set out in the job description as attached in ANNEXURE A.
- 3.3 The nature of the Company’s business requires that the Employee is flexible in his approach to work in order to service its best interests. Accordingly, the Employee agrees that the Company may at any

time vary the position, scope of duties, and responsibilities of the Employee. The Employee may be required to undertake

<sup>1</sup>

References to the masculine form always refer to both male and female employees. For the purposes of simplification the masculine form is used.

different duties or reporting line be changed in order to take into account the changing needs of the Company's business and Employee's role within it.

- 3.4 The Employee is employed to work at the Bangalore site. It is possible that the Employee may be relocated to a different site due to a project at any time for operational reasons. No expenses will be payable to the Employee for relocation/travel etc. for the purposes of joining.
- 3.5 Clauses 3.3 and 3.4 shall not affect the remuneration provisions.
- 3.6 The Employee shall serve the Company faithfully, conscientiously and to the best of his ability and shall promote the interests and reputation of the Company. The Employee will abide by the time schedule and holiday schedule of the Company and will show due commitment and diligence in his work.
- 3.7 The Employee shall place all of his work capacity at the Company's disposal. The Company shall be informed in writing of any secondary employment. Secondary employment which affects the work assignments of the Employee and the legitimate commercial interests of the Company may only be exercised after consent has been given. During the term of this employment contract the Employee may not conclude any business transactions on his own behalf or on account of a third party.
- 3.8 Unless prevented by sickness or disability, the Employee shall devote all of his time, attention, knowledge, energy and skills during normal working hours and at such other times as the Employee's duties and responsibilities may require. The working hours are however to be placed in accordance with Company, client and project requirements. The Employee understands that as the Company works with strong global interactions, there will be a need for meetings, conference calls at different timings and days including holidays.
- 3.9 The Employee is obligated to participate in the improvement and reduction in price of work procedures and distribution procedures.

#### 4 WORKING HOURS

- 4.1 The Employee will place his entire effort, knowledge, and skill in the service of the Company. She shall work a minimum of 40 (forty) hours on five days per week. She is obliged, however, to be available for the Company at any time, as far as the concerns of the Company require, and to attend to its interests without any entitlement to overtime pay or other compensation.
- 4.2 [The Employee is obligated to be available to be on-call or on-standby. The frequency and scope of being oncall / on-standby shall be determined by the department.]
- 4.3 Daily starting and finishing times and breaks shall comply with the respective company operational arrangements. The Company is entitled to make changes to this.

#### 5 REMUNERATION

- 5.1 The Employee shall receive an annual salary in the amount of INR 3,36,000.00 gross. The remuneration is to be paid in Indian Rupees in twelve (12) equal parts.

- 5.2 Payment shall be made on the last day of the month by bank transfer to a bank account of the Employee, details of which shall be given within one (1) week of the conclusion of the contract.
- 5.3 The remunerations paid to the Employee shall be subject to usual statutory and other deductions, including tax and any other contributions normally required to be withheld by an Employer under applicable laws in India.
- 5.4 The Employee shall be solely responsible for paying any taxes direct or indirect, State or local and other obligations and the filing of any required returns or other information relating hereto.
- 5.5 The Employee is obligated to keep the amount of his payments confidential.

## 6 ACCEPTING THIRD-PARTY BENEFITS

The Company is committed to ensuring all business relationships with suppliers and clients are legal and based on professional integrity. The Employee shall strictly adhere to Company's business conduct and Integrity policy and refrain from accepting gifts from Vendors / Suppliers / Customers / Other agencies at all times. The Employee is obligated to immediately inform the Company of any such attempts made towards him.

## 7 OVERTIME/OVERTIME PAY

The Employee is permitted trust-based working hours. In return any overtime worked is compensated in full by salary without any additional entitlement to overtime pay or other compensation.

## 8 INABILITY TO ATTEND TO WORK

- 8.1 Any inability to carry out duties shall be reported to the Country Manager or direct supervisor immediately, as well as the duration and the reason. This must be done between 8:00 a.m. at the earliest and 9:00 a.m. at the latest (sick report).
- 8.2 On the last day of absence from work the Country Manager or direct supervisor shall be informed about when the employee will resume his/her work by phone. This must be done by 4:00 p.m. at the latest (recovery report).
- 8.3 If the Employee is ill for longer than two (2) days, a doctor's note regarding his inability to attend work and the expected duration shall be provided not later than on the third (3) day after the commencement of the inability to work. A new doctor's note shall be submitted on the next working day after the expiry of the expected duration of the inability to attend work as stated in the doctor's note.
- 8.4 If the Employee repeatedly and, despite warnings, fails to inform the Company of his illness and / or fails to present the Company with a doctor's note, the Company is entitled to terminate the employment contract without adhering to a notice period.

## 9 CONTINUED REMUNERATION WHEN UNABLE TO ATTEND WORK

- 9.1 If the Employee is not able to attend work due to illness, he shall be entitled to a maximum of twelve (12) days per annum of paid sick leave.
- 9.2 Accrued sick leave can't be carried over to the next calendar year.
- 9.3 Paid sick leave may not be used to extend a holiday or vacation and once an employee has given notice to quit. Sick leave will not be paid out upon the termination.



- 9.4 If the Employee has the right to claim damages from a third party regarding loss of earnings which he is entitled to because he is unable to attend work, he hereby assigns this right to the Company if his salary continues to be paid while he is unable to attend work.
- 9.5 In accordance with the agreed regulations above, the Employee shall, in particular, immediately provide the Company with all information necessary to enforce their claim for damages.
- 9.6 The Employee is further advised that the Company is entitled to refuse to continue to pay his remuneration if the Employee has not satisfied his obligations arising from section 8 and 9 of this contract.
- 9.7 The Employee shall not be entitled to payment in lieu of not availed sick leave at any time.

## 10 ANNUAL LEAVE

- 10.1 The Employee shall receive 18 (eighteen) working days of annual/privileged leave with full pay per calendar year. If the employment contract is not in force for a whole year, the Employee shall receive 1/12 of his annual leave entitlement for each completed calendar month.
- 10.2 The Company must approve when annual leave is taken. The Employee must request annual leave in good time. Annual leave must be discussed with the Head of Department and must abide by the valid arrangements regarding absence cover in the respective area. Disrupting normal business operations is to be avoided at all costs.
- 10.3 Annual leave must be taken in the current leave year. The leave year begins on January 01st and ends on December 31st. Carrying annual leave over to the next calendar year is only permitted with the consent of the Company. In the event annual leave is carried over, it must be taken by March 31st of the following year at the latest.

Exceptions to this require special management approval.

- 10.4 Upon termination of the Employment (however occasioned) the Employee shall be paid in lieu of any accrued and not availed annual leave to which the Employee becomes entitled during the Employment. Payment for accrued annual leave shall be calculated on the basis of the rate of the Basic Salary. The Annual term shall be calculated exclusive of public holidays.
- 10.5 The Employee is entitled to 7 days of Public Holidays, which are defined as per Company policy. The Company is entitled to change these Public Holidays due to operational reasons at any time.
- 10.6 The Employee shall be entitled to 2 (two) days paid casual leave per calendar year. This leave is available to use as it is accrued. Accrued leave can't be carried over to the next calendar year.
- 10.7 Any leave is subject to approval by the Company and shall be in accordance with the relevant regulations regarding temporary replacements. Interruption of business operations has to be avoided.

## 11 TERMINATION OF THE EMPLOYMENT CONTRACT

- 11.1 As stated in section 1 this employment contract is for a fixed term until 03.10.2022 and shall end on that date without notice having to be given.
- 11.2 On completion of the probation period, either initial, or extended, as the case may be, the Employment of the Employee with the Company will end as defined under clause 1.
- 11.3 Either party can terminate this Agreement with a written notice of two (2) months or two (2) months' salary in lieu of notice. The official notification becomes valid upon arrival of delivery.



- 11.4 In any case of notice, the Company is entitled to release the Employee from work under deduction of any vacation time remaining due up to the expiration of the period of notice.
- 11.5 The right to terminate the Contract extraordinarily remains unaffected. In particular and without prejudice to the generality of the foregoing provision, the Company shall be entitled to terminate the Contract summarily by written notice and without any payment in lieu of notice (but without prejudice to the rights and remedies of the Company for any breach of this Contract of Employment and to the Employee's continuing obligations) in any of the following events:
- (a) If the Employee commits any serious or wilful or persistent breach or breaches of any express or implied term of this Contract.
  - (b) If the Employee commits any serious or wilful or persistent breach or breaches of any express or implied Company policy.
  - (c) If the Company has good reason to believe that the Employee has committed any criminal offence or been guilty of any dishonesty or serious misconduct whether during the performance of his duties or otherwise.
  - (d) If the Employee's petitions for bankruptcy or has a bankruptcy order made against him or applies to take the benefit of any legislation for the relief of insolvent debtors or if he makes any composition with his creditors.
  - (e) If any information relating to the Employee's suitability for Employment by the Company and provided in the course of applying for Employment is found to be materially false or misleading.
- 11.6 A notice by the Employee may be submitted to the Supervisor/Director / Managing Director of the Company.
- 11.7 It is not permitted to terminate the employment contract giving proper notice before the agreed start date.
- 11.8 Upon cessation of this employment contract or in the event that the Company has granted leave from duty, the Employee must immediately and completely release to the Company all documents, objects and data regarding the affairs of the Company, especially keys, badges, telephones, computers, books, models, and recordings of any type including any duplicates for copies in his possession. The Employee acknowledges that all objects and data are the property of the Company and therefore he has no right to retention. If the Company property is not returned, a fee of INR 3,500.00 (three thousand five hundred) shall be deducted from the salary of the Employee.
- 11.9 The employment contract shall cease automatically without notice of termination upon expiry of the month in which the Employee reaches the age of 65 or when a total loss of working capacity is ascertained.

## 12 CONFIDENTIALTY

- 12.1 The Employee is obligated to keep all confidential matters, in particular business and trade secrets of the Company, and companies and persons affiliated with the Company strictly confidential. This obligation shall also continue to persist after the cessation of the employment contract.
- 12.2 All documents relating to the Company or to companies and persons affiliated with the Company, in particular all notes, specifications for tenders and contracts, records, reports, correspondence and similar documents including any copies thereof, all data carriers/data and all items provided to the Employee shall be handled with care and may only be used for business purposes. Removing these items from the business premises or a reproduction of the data/items is prohibited.

- 12.3 When the employment contract ends or upon commencement of a leave of absence when notice to terminate the employment contract has been given the Employee shall return to the Company unprompted all documents, data carriers and items in his possession which were provided to him during his employment. During the period of the employment contract this is to be done if ordered to do so. This applies correspondingly to non-physical information and materials, such as computer programs and other data, for example. The Employee is not permitted to retain back-ups of these.
- 12.4 The Employee is obligated to keep individual arrangements in or regarding this contract of employment confidential towards third parties. This includes in particular salary and, in case of fixed term contracts, the duration.

### 13 REPORTING CHANGES

Changes to marital status, place of residence and matters which could cause special statutory privileges, e.g. severe disablement and other matters which are important to the Company, shall be reported to the Company immediately.

### 14 CODE OF CONDUCT

- 14.1 The Employee shall strictly adhere to the Company's code of conduct and all the disciplinary rules and regulations as in force from time to time.
- 14.2 The Employee shall refrain from engaging in any illegal or immoral activities within Company premises as well outside which can bring disrepute to the Company.
- 14.3 The Employee shall not use Company's assets and facilities for their private use without prior information and approval from his supervisor. The Employee shall refrain from doing his personal work / private business during the office working hours.
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The Employee undertakes to comply with the rules of the Company in force from time to time concerning the use of materials, equipment and computer systems of the Company and the Group Companies. The Employee gives his consent to a representative of the Company gaining access to the email of the Employee in case of absence or in order to protect the interest of the Company.

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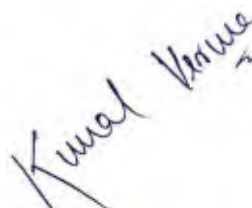
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- 21.4 The Company is entitled to save all use of the email system and the Internet in order to monitor adherence to the above provisions using the saved data for a maximum duration of three months.

The undersigned hereby acknowledge that they have read and fully understand the terms of this Agreement, the terms and conditions of which are hereby incorporated and acknowledged by this document.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first below written.

Date: 02.09.2021

Date: 02.09.2022



Mr. Kunal Verma  
Country Manager, India  
Hemmersbach India Private Limited

Enclosure:

☐ Annexure A: Job Description

Annexure A

## JOB DESCRIPTION

Position: Service Desk Manager  
Job Family: Admin-Operations  
Reports to: Teamlead-Operations, Manager, Country Manager

The employee is expected to perform his / her duties as outlined here. The continuity of this contract is dependent upon the fulfillments of the job responsibilities expressed therein. In some circumstances the employee may also be required to perform tasks other than those stated here and is expected to do so with the utmost diligence and professionalism. This shall not affect the remuneration provisions.

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Purpose:

To undertake all administrative tasks and activities in a professional and timely manner and in accordance with all internal process requirements. To adhere to the Hemmersbach Service Delivery Code (SDC) and all other Hemmersbach standards in the corresponding field of service or customer account. To break the company's annual BIG THREE goals down into realizable tasks, which are incorporated into the daily routine Responsibilities and Accountabilities:

- ☐ Proactively manage their areas of responsibility, in particular ensuring that Hemmersbach delivers a high level of internal and external customer satisfaction, which also meets the business goals.
- ☐ Ensure all work is delivered consistently and in accordance with lead measures and Key Performance Indicators (KPIs).
- ☐ Work on day-to-day activities, such as responding to tickets and implementing processes in order to help things run smoothly.
- ☐ Communicate with all levels of Hemmersbach Management, which includes producing reports to a high standard in a timely manner with accurate data.
- ☐ Proactively improve personal skills to achieve better performance and to improve the quality of daily business.

#### Review of this Job Description

This job description is an indicator of general areas of activity and will be amended in light of the changing needs of the organisation. Additionally, the skill development of every employee in this position will be determined once a year via the categorization and feedback procedure.

I, hereby accept and agree the terms and conditions of employment set out in this Job Description.

02.09.2021

Date: \_\_\_\_\_

LETTER OF OFFER

DATE: 04/08/2022

Dear Ms. Ruth Rani.D,

We are pleased to offer you the profile of "Psychologist" under Thanal, Daya Rehabilitation Trust, Vatakara, Kozhikode, Kerala.

- Your consolidated salary will be 20000 per month
- Your Job location will be Chennai Streets.
- The working time will be 8.00 hours per day, 6 days per week (Monday - Saturday)

Required Documents on Joining:

- 'AADHAR' Card Copy
- Bank Pass Book Copy(SBI or Axis Bank)
- 'PAN' Card Copy
- 1 Passport Size Photo.
- Educational Certificates Copy

Kindly confirm your Joining date by return mail

Any clarifications required on pre joining documents and other things, please get in touch with HR Department

We welcome you to Daya Rehabilitation Trust and look forward to a mutually beneficial association with Daya Rehabilitation Trust

All the Best!

**Akhil Thiruveth**  
Assistant Manager  
HR Department  
Daya Rehabilitation Trust





## Offer Letter - Intech Additive Solutions Pvt. Ltd.

Dear THANUJA M

Congratulations! We are pleased to offer you a position with Intech Additive Solutions Pvt. Ltd. **from Wednesday, 1 February 2023** in our DfAM group. The **internship** will be for 6 (Six) months. We will assess your performance over the initial months of the internship and convert your internship to a full-time job **offer** if your performance meets our requirements – to commence as soon as you graduate with the CTC of **INR 5,50,00/- ( Indian Rupees Fifty Lakhs Fifty Thousand only) per annum.**

Your stipend will be **INR 15,000/- (Indian Rupees Fifteen Thousand only) per month** for the internship duration, subject to the deduction of withholding taxes and statutory levies under applicable law towards your services.

Please confirm your acceptance of our internship offer via email as soon as possible.

You will be required to produce the following documents at the time of joining - Aadhar Card, PAN Card, and Bank details (Soft copy of cheque or 1st page of passbook).

During the internship period with us,

- Please follow instructions from your supervisors diligently and earnestly about your work.
- The company's rules and regulations will govern you.
- Confidentiality: You must maintain confidentiality associated with the company's information, including customer information. In this regard, you will sign a Confidentiality Agreement with the company.

We wish you the very best!

Best regards,

Murari Venkataraman Vice  
President - Operations Intech  
Additive Solutions Pvt. Ltd.  
#239, 11th Main Road,  
2nd Cross Road, 3rd Phase,  
Peenya Industrial Area, Bengaluru  
560058.



## OFFER LETTER

Dear THARUN R,

Subsequent to your meetings with Go Digit General Insurance Limited, we are pleased to make an offer of employment on the following terms and conditions:

- 1.1 You shall be appointed to the position of **Graduate Trainee Engineer – Analytics and Data Science**.
- 1.2 As an employee of the Organisation, your Gross Annual Compensation (Cost to Company) will be **Rs. 450000/-** (Rupees Four Lac Fifty Thousand Only).
- 1.3 Your Gross Annual Compensation will include a performance-linked variable of **11.00%** subject to achievement of pre-defined targets.
- 1.4 All terms and conditions of your employment, including the code of conduct, will be in accordance with the Company's policies and procedures and the Employment Agreement.
- 1.5 The Trainee Program will be for a period of **1 year** from your date of joining.
- 1.6 Your employment will also be dependent upon completion of your Graduation / Post Graduation as per the training programme.
- 1.7 Your employment with the Company is subject to:
  - (a) The accuracy of the testimonials and information provided by you; and,
  - (b) You being free from any contractual restrictions preventing you from accepting this offer and will return receipt of acceptance of this offer within 5 workings days.
- 1.8 At any time, the contract may be terminated by either party by giving 90 days' notice in writing. Go Digit General Insurance reserves the right to payment of salary in lieu of the notice period.
- 1.9 We are glad that you have accepted our offer. In order to confirm your joining, you would be required to submit a proof of your resignation from your current company





BACKED BY FAIRFAX

within 7 days of receipt of this offer letter. In case of failure to submit the same within the stipulated time period, the company reserves a right to withdraw this offer.

On the day of your joining kindly bring photocopies of your certificates (all education qualifications, address proof, Pan card copy, ID proof, all previous employers' certificates, Form 16, Last employer's salary slip of last 3 months, relieving Letter from last employer), along with four passport size photographs.

This offer is being issued subject to successful verification of all your documents submitted. As a token of your acceptance of our offer and the terms of this letter, please sign in the space provided below and return the same to us. We are excited at the prospect of having you join us and look forward to a rewarding association.

**Annexure A**  
**Compensation Entitlement Sheet**

|                               | Monthly       | Annual         |
|-------------------------------|---------------|----------------|
| Basic Salary                  | 11,667        | 140,000        |
| HRA                           | 4,667         | 56,000         |
| Education Allowance           | 200           | 2,400          |
| LTA                           | 972           | 11,662         |
| Statutory Bonus               | 972           | 11,662         |
| Special Allowance             | 12,495        | 149,942        |
| <b>Gross Salary</b>           | <b>30,972</b> | <b>371,666</b> |
| <u>Employer Contributions</u> |               |                |
| EPF                           | 1,800         | 21,600         |
| ESI                           | 0             | 0              |
| Gratuity                      | 561           | 6,734          |
| <b>Fixed Compensation</b>     | <b>33,333</b> | <b>400,000</b> |
| <b>Variable Pay</b>           |               | <b>50000</b>   |
|                               |               |                |
| <b>Annual Cost to Company</b> |               | <b>450,000</b> |

**Deductions:**

|                |               |               |
|----------------|---------------|---------------|
| EPF            | 1,800         | 21,600        |
| ESIC           | 0             | 0             |
| PT Deduction   | 200           | 2,500         |
| <b>Net Pay</b> | <b>28,972</b> | <b>450000</b> |

\*TDS deduction is subject to taxable income.

\*\*If your Annual Compensation includes a performance-linked variable then the payment will be subject to achievement of predefined targets. Variable pay shall be paid depending upon the performance of the employee and as per the company policies. Employee who has resigned or is serving his/her notice period, as on the date of payment, will not be eligible for payment of variable pay.

\*\*\* Eligibility for increment shall be depending upon the performance of the employee and as per company policies. Employee who has resigned or is serving his/her notice period will not be eligible for increment.

Sincerely,

**For Go Digit General Insurance Limited**



**Amrit Jaidka Arora**  
**CHRO**

**Vibhanshu Patel**





## Offer Letter - Intech Additive Solutions Pvt. Ltd.

Dear THEJESH M

Congratulations! We are pleased to offer you a position with Intech Additive Solutions Pvt. Ltd. **from Wednesday, 1 February 2023** in our DfAM group. The **internship** will be for 6 (Six) months. We will assess your performance over the initial months of the internship and convert your internship to a full-time job **offer** if your performance meets our requirements – to commence as soon as you graduate with the CTC of **INR 5,50,00/- ( Indian Rupees Fifty Lakhs Fifty Thousand only) per annum.**

Your stipend will be **INR 15,000/- (Indian Rupees Fifteen Thousand only) per month** for the internship duration, subject to the deduction of withholding taxes and statutory levies under applicable law towards your services.

Please confirm your acceptance of our internship offer via email as soon as possible.

You will be required to produce the following documents at the time of joining - Aadhar Card, PAN Card, and Bank details (Soft copy of cheque or 1st page of passbook).

During the internship period with us,

- Please follow instructions from your supervisors diligently and earnestly about your work.
- The company's rules and regulations will govern you.
- Confidentiality: You must maintain confidentiality associated with the company's information, including customer information. In this regard, you will sign a Confidentiality Agreement with the company.

We wish you the very best!

Best regards,

Murari Venkataraman Vice  
President - Operations Intech  
Additive Solutions Pvt. Ltd.  
#239, 11th Main Road,  
2nd Cross Road, 3rd Phase,  
Peenya Industrial Area, Bengaluru  
560058.

## OFFER LETTER

Dear THENNAVAN P M,

Subsequent to your meetings with Go Digit General Insurance Limited, we are pleased to make an offer of employment on the following terms and conditions:

- 1.1 You shall be appointed to the position of **Graduate Trainee Engineer – Analytics and Data Science**.
- 1.2 As an employee of the Organisation, your Gross Annual Compensation (Cost to Company) will be **Rs. 450000/-** (Rupees Four Lac Fifty Thousand Only).
- 1.3 Your Gross Annual Compensation will include a performance-linked variable of **11.00%** subject to achievement of pre-defined targets.
- 1.4 All terms and conditions of your employment, including the code of conduct, will be in accordance with the Company's policies and procedures and the Employment Agreement.
- 1.5 The Trainee Program will be for a period of **1 year** from your date of joining.
- 1.6 Your employment will also be dependent upon completion of your Graduation / Post Graduation as per the training programme.
- 1.7 Your employment with the Company is subject to:
  - (a) The accuracy of the testimonials and information provided by you; and,
  - (b) You being free from any contractual restrictions preventing you from accepting this offer and will return receipt of acceptance of this offer within 5 workings days.
- 1.8 At any time, the contract may be terminated by either party by giving 90 days' notice in writing. Go Digit General Insurance reserves the right to payment of salary in lieu of the notice period.
- 1.9 We are glad that you have accepted our offer. In order to confirm your joining, you would be required to submit a proof of your resignation from your current company



BACKED BY FAIRFAX

within 7 days of receipt of this offer letter. In case of failure to submit the same within the stipulated time period, the company reserves a right to withdraw this offer.

On the day of your joining kindly bring photocopies of your certificates (all education qualifications, address proof, Pan card copy, ID proof, all previous employers' certificates, Form 16, Last employer's salary slip of last 3 months, relieving Letter from last employer), along with four passport size photographs.

This offer is being issued subject to successful verification of all your documents submitted. As a token of your acceptance of our offer and the terms of this letter, please sign in the space provided below and return the same to us. We are excited at the prospect of having you join us and look forward to a rewarding association.

**Annexure A**  
**Compensation Entitlement Sheet**

|                               | Monthly       | Annual         |
|-------------------------------|---------------|----------------|
| Basic Salary                  | 11,667        | 140,000        |
| HRA                           | 4,667         | 56,000         |
| Education Allowance           | 200           | 2,400          |
| LTA                           | 972           | 11,662         |
| Statutory Bonus               | 972           | 11,662         |
| Special Allowance             | 12,495        | 149,942        |
| <b>Gross Salary</b>           | <b>30,972</b> | <b>371,666</b> |
| <u>Employer Contributions</u> |               |                |
| EPF                           | 1,800         | 21,600         |
| ESI                           | 0             | 0              |
| Gratuity                      | 561           | 6,734          |
| <b>Fixed Compensation</b>     | <b>33,333</b> | <b>400,000</b> |
| <b>Variable Pay</b>           |               | <b>50000</b>   |
|                               |               |                |
| <b>Annual Cost to Company</b> |               | <b>450,000</b> |

**Deductions:**

|                |               |               |
|----------------|---------------|---------------|
| EPF            | 1,800         | 21,600        |
| ESIC           | 0             | 0             |
| PT Deduction   | 200           | 2,500         |
| <b>Net Pay</b> | <b>28,972</b> | <b>450000</b> |

\*TDS deduction is subject to taxable income.

\*\*If your Annual Compensation includes a performance-linked variable then the payment will be subject to achievement of predefined targets. Variable pay shall be paid depending upon the performance of the employee and as per the company policies. Employee who has resigned or is serving his/her notice period, as on the date of payment, will not be eligible for payment of variable pay.

\*\*\* Eligibility for increment shall be depending upon the performance of the employee and as per company policies. Employee who has resigned or is serving his/her notice period will not be eligible for increment.

Sincerely,

**For Go Digit General Insurance Limited**



**Amrit Jaidka Arora**  
**CHRO**

**Vibhanshu Patel**







EY Global Delivery Services India LLP  
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Bangalore - 560016  
Karnataka , India

Tel: +91 080 6681 3000  
Fax: +91 080 6681 3334  
ey.com

Dear **Tina Alex L,**

**Subject: Letter of intent**

With reference to the campus selection process and the subsequent interviews that you had with us, we are pleased to extend a letter of intent subject to the following terms and conditions:

**1. Position:**

You will be offered a position in "**EY Global Delivery Services India LLP**" (the "Firm").

**2. Date of joining and work location:**

Your date of joining the company and work location will be communicated to you at a later stage.

**3. Annual Fixed compensation:**

You shall be paid an annual fixed compensation of **INR.450000/-** per annum. The annual fixed compensation will be subject to applicable taxes as per the provision of IncomeTax Act & will be paid to you after deduction of income tax and other applicable taxes at source.

As per policy of the Firm, in addition to your fixed compensation you will be eligible to participate in the EY GDS Variable Pay Bonus Program, which drives a pay for performance approach providing differential reward based on EY GDS, business unit and personal performance. This will be payable on or before 31 August 2022. This is subject to you being employed with the Firm as on the date of payment of Variable Pay Bonus. Employees who join the Firm during the year will be eligible for a prorated Variable Pay Bonus payment. The Variable Pay Bonus amount is subject to income tax deduction as per rules prescribed under the tax laws.

**4. Education Qualification:**

This letter of intent is subject to your successful completion of Btech exams by September 2022.

Please note that a detailed offer letter would be issued to you subsequently.

Looking forward to a mutually beneficial association.

Thanking you.

Yours faithfully,

for **EY Global Delivery Services India LLP**

Signed By : RAHUL DASGUPTA  
Reason : Offer Letter  
Location : Bangalore  
Date: 24-09-2021 16:16:53

**Authorized Signatory**





EY Global Delivery Services India LLP  
3rd Floor, Tower 'C',  
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Dear **Rekha Dd**,

**Subject: Letter of intent**

With reference to the campus selection process and the subsequent interviews that you had with us, we are pleased to extend a letter of intent subject to the following terms and conditions:

**1. Position:**

You will be offered a position in "**EY Global Delivery Services India LLP**" (the "Firm").

**2. Date of joining and work location:**

Your date of joining the company and work location will be communicated to you at a later stage.

**3. Annual Fixed compensation:**

You shall be paid an annual fixed compensation of **INR.483000/-** per annum. The annual fixed compensation will be subject to applicable taxes as per the provision of IncomeTax Act & will be paid to you after deduction of income tax and other applicable taxes at source.

As per policy of the Firm, in addition to your fixed compensation you will be eligible to participate in the EY GDS Variable Pay Bonus Program, which drives a pay for performance approach providing differential reward based on EY GDS, business unit and personal performance. This will be payable on or before 31 August 2023. This is subject to you being employed with the Firm as on the date of payment of Variable Pay Bonus. Employees who join the Firm during the year will be eligible for a prorated Variable Pay Bonus payment. The Variable Pay Bonus amount is subject to income tax deduction as per rules prescribed under the tax laws.

**4. Education Qualification:**

This letter of intent is subject to your successful completion of Btech exams by September 2023.

Please note that a detailed offer letter would be issued to you subsequently.

Looking forward to a mutually beneficial association.

Thanking you.

Yours faithfully,

for **EY Global Delivery Services India LLP**

Signed By : RAHUL DASGUPTA  
Reason : Offer Letter  
Location : Bangalore  
Date: 24-09-2021 16:16:53

**Authorized Signatory**





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Dear **Sammedh Chaugala**,

**Subject: Letter of intent**

With reference to the campus selection process and the subsequent interviews that you had with us, we are pleased to extend a letter of intent subject to the following terms and conditions:

**1. Position:**

You will be offered a position in "**EY Global Delivery Services India LLP**" (the "Firm").

**2. Date of joining and work location:**

Your date of joining the company and work location will be communicated to you at a later stage.

**3. Annual Fixed compensation:**

You shall be paid an annual fixed compensation of **INR.483000/-** per annum. The annual fixed compensation will be subject to applicable taxes as per the provision of IncomeTax Act & will be paid to you after deduction of income tax and other applicable taxes at source.

As per policy of the Firm, in addition to your fixed compensation you will be eligible to participate in the EY GDS Variable Pay Bonus Program, which drives a pay for performance approach providing differential reward based on EY GDS, business unit and personal performance. This will be payable on or before 31 August 2023. This is subject to you being employed with the Firm as on the date of payment of Variable Pay Bonus. Employees who join the Firm during the year will be eligible for a prorated Variable Pay Bonus payment. The Variable Pay Bonus amount is subject to income tax deduction as per rules prescribed under the tax laws.

**4. Education Qualification:**

This letter of intent is subject to your successful completion of Btech exams by September 2023.

Please note that a detailed offer letter would be issued to you subsequently.

Looking forward to a mutually beneficial association.

Thanking you.

Yours faithfully,

for **EY Global Delivery Services India LLP**

Signed By : RAHUL DASGUPTA  
Reason : Offer Letter  
Location : Bangalore  
Date: 24-09-2021 16:16:53

**Authorized Signatory**





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Dear **Abhilasha Maurya**,

**Subject: Letter of intent**

With reference to the campus selection process and the subsequent interviews that you had with us, we are pleased to extend a letter of intent subject to the following terms and conditions:

**1. Position:**

You will be offered a position in "**EY Global Delivery Services India LLP**" (the "Firm").

**2. Date of joining and work location:**

Your date of joining the company and work location will be communicated to you at a later stage.

**3. Annual Fixed compensation:**

You shall be paid an annual fixed compensation of **INR.483000/-** per annum. The annual fixed compensation will be subject to applicable taxes as per the provision of IncomeTax Act & will be paid to you after deduction of income tax and other applicable taxes at source.

As per policy of the Firm, in addition to your fixed compensation you will be eligible to participate in the EY GDS Variable Pay Bonus Program, which drives a pay for performance approach providing differential reward based on EY GDS, business unit and personal performance. This will be payable on or before 31 August 2023. This is subject to you being employed with the Firm as on the date of payment of Variable Pay Bonus. Employees who join the Firm during the year will be eligible for a prorated Variable Pay Bonus payment. The Variable Pay Bonus amount is subject to income tax deduction as per rules prescribed under the tax laws.

**4. Education Qualification:**

This letter of intent is subject to your successful completion of Btech exams by September 2023.

Please note that a detailed offer letter would be issued to you subsequently.

Looking forward to a mutually beneficial association.

Thanking you.

Yours faithfully,

for **EY Global Delivery Services India LLP**

Signed By : RAHUL DASGUPTA  
Reason : Offer Letter  
Location : Bangalore  
Date: 24-09-2021 16:16:53

**Authorized Signatory**







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Dear **Aditi**,

**Subject: Letter of intent**

With reference to the campus selection process and the subsequent interviews that you had with us, we are pleased to extend a letter of intent subject to the following terms and conditions:

**1. Position:**

You will be offered a position in "**EY Global Delivery Services India LLP**" (the "Firm").

**2. Date of joining and work location:**

Your date of joining the company and work location will be communicated to you at a later stage.

**3. Annual Fixed compensation:**

You shall be paid an annual fixed compensation of **INR.483000/-** per annum. The annual fixed compensation will be subject to applicable taxes as per the provision of IncomeTax Act & will be paid to you after deduction of income tax and other applicable taxes at source.

As per policy of the Firm, in addition to your fixed compensation you will be eligible to participate in the EY GDS Variable Pay Bonus Program, which drives a pay for performance approach providing differential reward based on EY GDS, business unit and personal performance. This will be payable on or before 31 August 2023. This is subject to you being employed with the Firm as on the date of payment of Variable Pay Bonus. Employees who join the Firm during the year will be eligible for a prorated Variable Pay Bonus payment. The Variable Pay Bonus amount is subject to income tax deduction as per rules prescribed under the tax laws.

**4. Education Qualification:**

This letter of intent is subject to your successful completion of Btech exams by September 2023.

Please note that a detailed offer letter would be issued to you subsequently.

Looking forward to a mutually beneficial association.

Thanking you.

Yours faithfully,

for **EY Global Delivery Services India LLP**

Signed By : RAHUL DASGUPTA  
Reason : Offer Letter  
Location : Bangalore  
Date: 24-09-2021 16:16:53

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Dear **Akarsh Kumar**,

**Subject: Letter of intent**

With reference to the campus selection process and the subsequent interviews that you had with us, we are pleased to extend a letter of intent subject to the following terms and conditions:

**1. Position:**

You will be offered a position in "**EY Global Delivery Services India LLP**" (the "Firm").

**2. Date of joining and work location:**

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**3. Annual Fixed compensation:**

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As per policy of the Firm, in addition to your fixed compensation you will be eligible to participate in the EY GDS Variable Pay Bonus Program, which drives a pay for performance approach providing differential reward based on EY GDS, business unit and personal performance. This will be payable on or before 31 August 2023. This is subject to you being employed with the Firm as on the date of payment of Variable Pay Bonus. Employees who join the Firm during the year will be eligible for a prorated Variable Pay Bonus payment. The Variable Pay Bonus amount is subject to income tax deduction as per rules prescribed under the tax laws.

**4. Education Qualification:**

This letter of intent is subject to your successful completion of Btech exams by September 2023.

Please note that a detailed offer letter would be issued to you subsequently.

Looking forward to a mutually beneficial association.

Thanking you.

Yours faithfully,

for **EY Global Delivery Services India LLP**

Signed By : RAHUL DASGUPTA  
Reason : Offer Letter  
Location : Bangalore  
Date: 24-09-2021 16:16:53

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Dear **Akash SR**,

**Subject: Letter of intent**

With reference to the campus selection process and the subsequent interviews that you had with us, we are pleased to extend a letter of intent subject to the following terms and conditions:

**1. Position:**

You will be offered a position in "**EY Global Delivery Services India LLP**" (the "Firm").

**2. Date of joining and work location:**

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You shall be paid an annual fixed compensation of **INR.483000/-** per annum. The annual fixed compensation will be subject to applicable taxes as per the provision of IncomeTax Act & will be paid to you after deduction of income tax and other applicable taxes at source.

As per policy of the Firm, in addition to your fixed compensation you will be eligible to participate in the EY GDS Variable Pay Bonus Program, which drives a pay for performance approach providing differential reward based on EY GDS, business unit and personal performance. This will be payable on or before 31 August 2023. This is subject to you being employed with the Firm as on the date of payment of Variable Pay Bonus. Employees who join the Firm during the year will be eligible for a prorated Variable Pay Bonus payment. The Variable Pay Bonus amount is subject to income tax deduction as per rules prescribed under the tax laws.

**4. Education Qualification:**

This letter of intent is subject to your successful completion of Btech exams by September 2023.

Please note that a detailed offer letter would be issued to you subsequently.

Looking forward to a mutually beneficial association.

Thanking you.

Yours faithfully,

for **EY Global Delivery Services India LLP**

Signed By : RAHUL DASGUPTA  
Reason : Offer Letter  
Location : Bangalore  
Date: 24-09-2021 16:16:53

**Authorized Signatory**





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Dear **Ameen Rabbani**,

**Subject: Letter of intent**

With reference to the campus selection process and the subsequent interviews that you had with us, we are pleased to extend a letter of intent subject to the following terms and conditions:

**1. Position:**

You will be offered a position in "**EY Global Delivery Services India LLP**" (the "Firm").

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As per policy of the Firm, in addition to your fixed compensation you will be eligible to participate in the EY GDS Variable Pay Bonus Program, which drives a pay for performance approach providing differential reward based on EY GDS, business unit and personal performance. This will be payable on or before 31 August 2023. This is subject to you being employed with the Firm as on the date of payment of Variable Pay Bonus. Employees who join the Firm during the year will be eligible for a prorated Variable Pay Bonus payment. The Variable Pay Bonus amount is subject to income tax deduction as per rules prescribed under the tax laws.

**4. Education Qualification:**

This letter of intent is subject to your successful completion of Btech exams by September 2023.

Please note that a detailed offer letter would be issued to you subsequently.

Looking forward to a mutually beneficial association.

Thanking you.

Yours faithfully,

for **EY Global Delivery Services India LLP**

Signed By : RAHUL DASGUPTA  
Reason : Offer Letter  
Location : Bangalore  
Date: 24-09-2021 16:16:53

**Authorized Signatory**







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Dear **Dheeraj C,**

**Subject: Letter of intent**

With reference to the campus selection process and the subsequent interviews that you had with us, we are pleased to extend a letter of intent subject to the following terms and conditions:

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You will be offered a position in "**EY Global Delivery Services India LLP**" (the "Firm").

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**4. Education Qualification:**

This letter of intent is subject to your successful completion of Btech exams by September 2023.

Please note that a detailed offer letter would be issued to you subsequently.

Looking forward to a mutually beneficial association.

Thanking you.

Yours faithfully,

for **EY Global Delivery Services India LLP**

Signed By : RAHUL DASGUPTA  
Reason : Offer Letter  
Location : Bangalore  
Date: 24-09-2021 16:16:53

**Authorized Signatory**





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Dear **MD Mujeeb Ur Rehman G,**

**Subject: Letter of intent**

With reference to the campus selection process and the subsequent interviews that you had with us, we are pleased to extend a letter of intent subject to the following terms and conditions:

**1. Position:**

You will be offered a position in "**EY Global Delivery Services India LLP**" (the "Firm").

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**4. Education Qualification:**

This letter of intent is subject to your successful completion of Btech exams by September 2023.

Please note that a detailed offer letter would be issued to you subsequently.

Looking forward to a mutually beneficial association.

Thanking you.

Yours faithfully,

for **EY Global Delivery Services India LLP**

Signed By : RAHUL DASGUPTA  
Reason : Offer Letter  
Location : Bangalore  
Date: 24-09-2021 16:16:53

**Authorized Signatory**





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Dear **Meghana SG**,

**Subject: Letter of intent**

With reference to the campus selection process and the subsequent interviews that you had with us, we are pleased to extend a letter of intent subject to the following terms and conditions:

**1. Position:**

You will be offered a position in "**EY Global Delivery Services India LLP**" (the "Firm").

**2. Date of joining and work location:**

Your date of joining the company and work location will be communicated to you at a later stage.

**3. Annual Fixed compensation:**

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**4. Education Qualification:**

This letter of intent is subject to your successful completion of Btech exams by September 2023.

Please note that a detailed offer letter would be issued to you subsequently.

Looking forward to a mutually beneficial association.

Thanking you.

Yours faithfully,

for **EY Global Delivery Services India LLP**

Signed By : RAHUL DASGUPTA  
Reason : Offer Letter  
Location : Bangalore  
Date: 24-09-2021 16:16:53

**Authorized Signatory**





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ey.com

Dear **Mohammed Faisal**,

**Subject: Letter of intent**

With reference to the campus selection process and the subsequent interviews that you had with us, we are pleased to extend a letter of intent subject to the following terms and conditions:

**1. Position:**

You will be offered a position in "**EY Global Delivery Services India LLP**" (the "Firm").

**2. Date of joining and work location:**

Your date of joining the company and work location will be communicated to you at a later stage.

**3. Annual Fixed compensation:**

You shall be paid an annual fixed compensation of **INR.483000/-** per annum. The annual fixed compensation will be subject to applicable taxes as per the provision of IncomeTax Act & will be paid to you after deduction of income tax and other applicable taxes at source.

As per policy of the Firm, in addition to your fixed compensation you will be eligible to participate in the EY GDS Variable Pay Bonus Program, which drives a pay for performance approach providing differential reward based on EY GDS, business unit and personal performance. This will be payable on or before 31 August 2023. This is subject to you being employed with the Firm as on the date of payment of Variable Pay Bonus. Employees who join the Firm during the year will be eligible for a prorated Variable Pay Bonus payment. The Variable Pay Bonus amount is subject to income tax deduction as per rules prescribed under the tax laws.

**4. Education Qualification:**

This letter of intent is subject to your successful completion of Btech exams by September 2023.

Please note that a detailed offer letter would be issued to you subsequently.

Looking forward to a mutually beneficial association.

Thanking you.

Yours faithfully,

for **EY Global Delivery Services India LLP**

Signed By : RAHUL DASGUPTA  
Reason : Offer Letter  
Location : Bangalore  
Date: 24-09-2021 16:16:53

**Authorized Signatory**







EY Global Delivery Services India LLP  
3rd Floor, Tower 'C',  
RMZ Infinity, Old Madras Road,  
Benniganahalli, K.R. Puram,  
Bangalore - 560016  
Karnataka , India

Tel: +91 080 6681 3000  
Fax: +91 080 6681 3334  
ey.com

Dear **Navya MS**,

**Subject: Letter of intent**

With reference to the campus selection process and the subsequent interviews that you had with us, we are pleased to extend a letter of intent subject to the following terms and conditions:

**1. Position:**

You will be offered a position in "**EY Global Delivery Services India LLP**" (the "Firm").

**2. Date of joining and work location:**

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**3. Annual Fixed compensation:**

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**4. Education Qualification:**

This letter of intent is subject to your successful completion of Btech exams by September 2023.

Please note that a detailed offer letter would be issued to you subsequently.

Looking forward to a mutually beneficial association.

Thanking you.

Yours faithfully,

for **EY Global Delivery Services India LLP**

Signed By : RAHUL DASGUPTA  
Reason : Offer Letter  
Location : Bangalore  
Date: 24-09-2021 16:16:53

**Authorized Signatory**





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ey.com

Dear **Prajwal patil**,

**Subject: Letter of intent**

With reference to the campus selection process and the subsequent interviews that you had with us, we are pleased to extend a letter of intent subject to the following terms and conditions:

**1. Position:**

You will be offered a position in "**EY Global Delivery Services India LLP**" (the "Firm").

**2. Date of joining and work location:**

Your date of joining the company and work location will be communicated to you at a later stage.

**3. Annual Fixed compensation:**

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**4. Education Qualification:**

This letter of intent is subject to your successful completion of Btech exams by September 2023.

Please note that a detailed offer letter would be issued to you subsequently.

Looking forward to a mutually beneficial association.

Thanking you.

Yours faithfully,

for **EY Global Delivery Services India LLP**

Signed By : RAHUL DASGUPTA  
Reason : Offer Letter  
Location : Bangalore  
Date: 24-09-2021 16:16:53

**Authorized Signatory**





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Karnataka , India

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Fax: +91 080 6681 3334  
ey.com

Dear **Rafia Akahtar Maham**,

**Subject: Letter of intent**

With reference to the campus selection process and the subsequent interviews that you had with us, we are pleased to extend a letter of intent subject to the following terms and conditions:

**1. Position:**

You will be offered a position in "**EY Global Delivery Services India LLP**" (the "Firm").

**2. Date of joining and work location:**

Your date of joining the company and work location will be communicated to you at a later stage.

**3. Annual Fixed compensation:**

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As per policy of the Firm, in addition to your fixed compensation you will be eligible to participate in the EY GDS Variable Pay Bonus Program, which drives a pay for performance approach providing differential reward based on EY GDS, business unit and personal performance. This will be payable on or before 31 August 2023. This is subject to you being employed with the Firm as on the date of payment of Variable Pay Bonus. Employees who join the Firm during the year will be eligible for a prorated Variable Pay Bonus payment. The Variable Pay Bonus amount is subject to income tax deduction as per rules prescribed under the tax laws.

**4. Education Qualification:**

This letter of intent is subject to your successful completion of Btech exams by September 2023.

Please note that a detailed offer letter would be issued to you subsequently.

Looking forward to a mutually beneficial association.

Thanking you.

Yours faithfully,

for **EY Global Delivery Services India LLP**

Signed By : RAHUL DASGUPTA  
Reason : Offer Letter  
Location : Bangalore  
Date: 24-09-2021 16:16:53

**Authorized Signatory**





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Karnataka , India

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ey.com

Dear **Rituraj**,

**Subject: Letter of intent**

With reference to the campus selection process and the subsequent interviews that you had with us, we are pleased to extend a letter of intent subject to the following terms and conditions:

**1. Position:**

You will be offered a position in "**EY Global Delivery Services India LLP**" (the "Firm").

**2. Date of joining and work location:**

Your date of joining the company and work location will be communicated to you at a later stage.

**3. Annual Fixed compensation:**

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As per policy of the Firm, in addition to your fixed compensation you will be eligible to participate in the EY GDS Variable Pay Bonus Program, which drives a pay for performance approach providing differential reward based on EY GDS, business unit and personal performance. This will be payable on or before 31 August 2023. This is subject to you being employed with the Firm as on the date of payment of Variable Pay Bonus. Employees who join the Firm during the year will be eligible for a prorated Variable Pay Bonus payment. The Variable Pay Bonus amount is subject to income tax deduction as per rules prescribed under the tax laws.

**4. Education Qualification:**

This letter of intent is subject to your successful completion of Btech exams by September 2023.

Please note that a detailed offer letter would be issued to you subsequently.

Looking forward to a mutually beneficial association.

Thanking you.

Yours faithfully,

for **EY Global Delivery Services India LLP**

Signed By : RAHUL DASGUPTA  
Reason : Offer Letter  
Location : Bangalore  
Date: 24-09-2021 16:16:53

**Authorized Signatory**







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ey.com

Dear **Roshan Raj A,**

**Subject: Letter of intent**

With reference to the campus selection process and the subsequent interviews that you had with us, we are pleased to extend a letter of intent subject to the following terms and conditions:

**1. Position:**

You will be offered a position in "**EY Global Delivery Services India LLP**" (the "Firm").

**2. Date of joining and work location:**

Your date of joining the company and work location will be communicated to you at a later stage.

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**4. Education Qualification:**

This letter of intent is subject to your successful completion of Btech exams by September 2023.

Please note that a detailed offer letter would be issued to you subsequently.

Looking forward to a mutually beneficial association.

Thanking you.

Yours faithfully,

for **EY Global Delivery Services India LLP**

Signed By : RAHUL DASGUPTA  
Reason : Offer Letter  
Location : Bangalore  
Date: 24-09-2021 16:16:53

**Authorized Signatory**





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Karnataka , India

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Fax: +91 080 6681 3334  
ey.com

Dear **Sahid Khan**,

**Subject: Letter of intent**

With reference to the campus selection process and the subsequent interviews that you had with us, we are pleased to extend a letter of intent subject to the following terms and conditions:

**1. Position:**

You will be offered a position in "**EY Global Delivery Services India LLP**" (the "Firm").

**2. Date of joining and work location:**

Your date of joining the company and work location will be communicated to you at a later stage.

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**4. Education Qualification:**

This letter of intent is subject to your successful completion of Btech exams by September 2023.

Please note that a detailed offer letter would be issued to you subsequently.

Looking forward to a mutually beneficial association.

Thanking you.

Yours faithfully,

for **EY Global Delivery Services India LLP**

Signed By : RAHUL DASGUPTA  
Reason : Offer Letter  
Location : Bangalore  
Date: 24-09-2021 16:16:53

**Authorized Signatory**





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Karnataka , India

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Dear **Sneha Latha Reddy B,**

**Subject: Letter of intent**

With reference to the campus selection process and the subsequent interviews that you had with us, we are pleased to extend a letter of intent subject to the following terms and conditions:

**1. Position:**

You will be offered a position in "**EY Global Delivery Services India LLP**" (the "Firm").

**2. Date of joining and work location:**

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**4. Education Qualification:**

This letter of intent is subject to your successful completion of Btech exams by September 2023.

Please note that a detailed offer letter would be issued to you subsequently.

Looking forward to a mutually beneficial association.

Thanking you.

Yours faithfully,

for **EY Global Delivery Services India LLP**

Signed By : RAHUL DASGUPTA  
Reason : Offer Letter  
Location : Bangalore  
Date: 24-09-2021 16:16:53

**Authorized Signatory**





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Karnataka , India

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ey.com

Dear **Varsha S Rajan**,

**Subject: Letter of intent**

With reference to the campus selection process and the subsequent interviews that you had with us, we are pleased to extend a letter of intent subject to the following terms and conditions:

**1. Position:**

You will be offered a position in "**EY Global Delivery Services India LLP**" (the "Firm").

**2. Date of joining and work location:**

Your date of joining the company and work location will be communicated to you at a later stage.

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**4. Education Qualification:**

This letter of intent is subject to your successful completion of Btech exams by September 2023.

Please note that a detailed offer letter would be issued to you subsequently.

Looking forward to a mutually beneficial association.

Thanking you.

Yours faithfully,

for **EY Global Delivery Services India LLP**

Signed By : RAHUL DASGUPTA  
Reason : Offer Letter  
Location : Bangalore  
Date: 24-09-2021 16:16:53

**Authorized Signatory**







Suchitra Choudhury, Clinical Director

RE: OFFER LETTER

NAME: Tinu Tony

Position: Behaviour Therapist

Dear Tinu Tony

After taking several qualified candidates through our interview process, we feel that you would make an excellent addition to the team. I am pleased to extend to you this official offer of employment for the position of 'Behaviour Therapist' at Early Autism Services, Bangalore.

Your employment will be subject to an introductory period of 60 (days) during which time you and your supervisor will assess your performance and the appropriateness of your employment with our company.

You will be working in one of our Bangalore Centres and will report to Janhavi Kelaskar, Centre Head. **Once your training period (Physical, clinical and theoretical training) is over, and you start working independently with clients,** your compensation and benefits package will include the following:

- Annual salary of Rs 400000 (paid monthly) under [exempt] status,
- Sick time per the Employee Handbook and National Legislations where applicable

The annual salary is inclusive of all taxes. Necessary deductions to be made in monthly salary.

This offer of employment is contingent on the successful completion of pre-employment physical/medical assessment, background check and exhibiting the basic necessary skills post joining. While we do not anticipate any concerns with either of these processes, should any findings not meet standards for employment, continuation of your employment will be jeopardized at that time.

On your first day, you will be required to present documents proving your identity and authorization to work in the Bangalore. A list of acceptable documents is included with this letter for your reference.

The Employee Handbook will be shared with you once you join. This document will provide further information regarding the Company's policies, procedures and benefits.

By signing this letter below, you acknowledge receipt and acceptance of our offer. The terms described in this letter replace all prior agreements and/or discussions pertaining to your offer of employment with EAS.

We look forward to having you as part of the team. If you have any questions, please do not hesitate to contact me.

Sincerely,

Suchitra Choudhury, M.A. Clin. Psy., BCBA, IBA  
Clinical Director  
EAS – Bangalore

Chief

Acknowledged and Accepted:



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Date



Date: 24-Nov-2022

To:  
B SAI SIDDHARTHA  
CMR University  
Bangalore

Dear B SAI SIDDHARTHA,

**SUBJECT: LETTER OF ENGAGEMENT AS A STUDENT TRAINEE**

With reference to the discussions that you (**you** or the **Trainee**) have had with **Torry Harris Business Solutions Private Limited** (the **Company** or **us**), the Company is pleased to inform you that you have been selected to undergo training in the Company as a Student Trainee on the following terms and conditions:

**1. NATURE OF ENGAGEMENT:**

You will be engaged as a Student Trainee in the field of software and IT services.

**2. DURATION OF INTERNSHIP:**

The duration of Internship will be for a period of 3 months, the dates will be shared on or before Dec 2022. Unless the Company extends the period of your Internship/training in writing, your Internship/training shall automatically stand terminated upon the expiry of the Internship/training period.

**3. STIPEND:**

During the Internship period, you will be paid a consolidated monthly Stipend of **Rs. 20,000 (Rupees Twenty Thousand Only)** per month and you shall not be entitled to any other remuneration of any sort.

**4. VERIFICATION REPORT:**

Your engagement will be subject to receipt of satisfactory report with regard to verification of the particulars furnished by you in your

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application and the information given at the time of interview, including the references given by you.

#### **5. OBLIGATION AND RESPONSIBILITIES:**

a) During the internship/training period, the Company expects you to undergo training in any department/section in which you are placed with high standard of initiative and efficiency.

b) The Trainee agrees and acknowledges that as a part of her/his internship program with the Company, the Trainee may be granted access to various kinds of Confidential Information. For the purposes of this letter, the term **Confidential Information** shall mean and include, without limitation, all knowledge or information concerning the Company, the Company's businesses, employment policies and practices, business requirements, customers, partners, service providers, Trainees, students, vendors, pricing, customer information, account information, business planning, business operations, administration, financials, marketing, sales, investment strategies, sales data, flow charts, projections, strategies, pricing information, information technology architectures and solutions and systems, inventions, patents, products, processes, methods, techniques, software, computer programs, computer systems, software devices, information about the design, methodology and documentation thereof, training manuals, plans, charts, lists, details, notes, files, letters, memoranda, reports, records, data, sketches, journals, copyrightable materials, trade secrets, usernames and passwords, educational content, and any records and repositories of all of the foregoing, in whatever form or medium, written or oral, printed documents, computer disks or tapes, whether machine or user readable, and this term shall include derivative works of the said Confidential Information.

c) The Trainee agrees and undertakes that:

- (i) shall not during the term of this Internship/training program or at any time thereafter, divulge or make use of any trade secrets,

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Confidential Information, or intellectual property of any kind concerning the business of the Company or any of their dealings, transactions and affairs or any information concerning any of their partners, or customers which s/he possesses or comes to possess during the term of her/his Internship/training program with the Company, or which s/he may make or discover during the said period and that s/he shall also use her/his best endeavours to prevent any other person from doing so.

- (ii) all data, documents, emails, papers, plans, drawings, photographs, reports, statements, correspondence, etc. and technical information, know-how and instructions as well as business details or commercial policies that pass to the Trainee or which come to her/his knowledge shall be treated as confidential and s/he shall be bound to keep secret all such confidential matters including papers and documents, computer floppies, USB drives, hard drives, CDs or other media containing the same and shall not disclose, communicate, reproduce or distribute the same or copies thereof to anyone except in the course of the rightful discharge of her/his duties towards the Company.
- (iii) shall not at any time after the termination of the Internship/training program in any way make known or divulge to any person, firm or body corporate any of the methods, systems or other information of any kind in relation to the affairs of the Company whether such information is or was acquired by the Trainee before commencement of her/his Internship/training program with the Company.
- (iv) ownership of, and all right, title, and interest in, all work product, improvements, developments, discoveries, proprietary information, trademarks, trade names, logos, art work, slogans,

know-how, processes, methods, trade secrets, source code, application development, designs, drawings, plans, business plans or models, blue prints (whether or not registrable and whether or not design rights subsist in them), utility models, works in which copyright may subsist (including computer software and preparatory and design materials thereof), inventions (whether patentable or not, and whether or not patent protection has been applied for or granted) and all other intellectual property throughout the world, in and for all languages, including but not limited to computer and human languages developed or created from time to time by or for the Company by the Trainee, whether before or after commencement of the Trainee's Internship/training with the Company (the **Intellectual Property**) shall vest in the Company.

- (v) the Trainee hereby transfers and assigns in favour of the Company, all rights, title and interest in and to all the Intellectual Property, together with the rights to sublicense or transfer any and all rights assigned hereunder to third parties, in perpetuity. The Trainee agrees that such assignment shall be perpetual, worldwide and royalty free.
- (vi) notwithstanding the provisions of Section 19(4) of the Copyright Act, 1957, such assignment in so far as it relates to copyrightable material shall not lapse nor the rights transferred therein revert to the Trainee, even if the Company does not exercise the rights under the assignment within a period of one year from the date of assignment. The Trainee further acknowledges and agrees that he shall waive any right to and shall not raise any objection or claims to the Copyright Board with respect to the assignment, pursuant to Section 19A of the Copyright Act, 1957. The Trainee also agrees to assist and

cooperate with the Company in perfecting the Company's rights in the Intellectual Property.

(vii) shall forthwith communicate to the Company and transfer to it the exclusive benefit of all inventions, discoveries and improvements which s/he may make or discover during the continuance of her/his engagement relating to the Company's trade or business and shall give full information as to the exact mode of working and usage of the same and also all such explanation and instructions, to the officers and workmen of the Company as may be necessary to enable them to work the same effectively and shall, at the expense of the Company, furnish it with all necessary plans, drawings and models.

(viii) shall, whenever requested so to do by the Company whether during or after the termination of this letter, at the cost of the Company execute and sign any and all applications, assignments and other instruments which the Company may deem necessary or advisable in order to apply for and to obtain letters, patent, design, registration or other forms of protection for the aforesaid improvements, inventions and discoveries in such countries as the Company may direct and to vest in the Company the whole, right, title and interest therein.

## **6. RELATIONSHIP BETWEEN THE PARTIES:**

a) The Company and the Trainee acknowledge and agree that the Company agreeing to allow the Trainee to participate in the Internship/ training program of the Company in terms of this letter does not create any relationship of employer and employee, nor principal and agent and under no circumstances is the Trainee to be considered the employee or agent of the Company. You agree and acknowledge that the Internship/training program of the Company is a voluntary programme for a fixed duration undertaken purely for educational

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purposes and with a view to evaluating whether you can be employed at a future date, in the sole discretion of the Company.

- b) The Trainee undertakes to perform in terms of this letter as an independent contractor for the purpose of providing services to the Company and the Trainee shall have no right or authority to assume or claim any obligation of any kind, expressed or implied, nor to accept or to take any monies on orders obtained, nor to bind the Company in any way whatsoever, nor to hold itself out as an agent, employee or officer of the Company to any third party. The Trainee shall make no representation, undertaking or warranty concerning the Company's products and services.

#### **7. POSTING:**

During your Internship/training period, you are liable to be transferred or assigned to work in any division or department of the Company. You may also be required to undergo Internship/training in order to enable you to have hands on experience in various skills, you may be entrusted with different assignments and duties.

#### **8. MISCONDUCT:**

- a) In the event that you are found guilty any misconduct, you are liable to be disengaged without any notice or payment of stipend in lieu of notice.
- b) Notwithstanding the condition regarding written notice of termination, the Company shall have the right to terminate your Internship/ training without any notice or payment in lieu of notice, if any declaration given or information furnished by you to the Company is found to be false or if you are found to have willfully suppressed any material information.



## **9. TERMINATION:**

Notwithstanding anything contained herein, the Company reserves the right in its sole discretion, of terminating your engagement during the Internship/training period, without assigning any reasons, by giving 15 days' notice or payment of fifteen days' stipend in lieu of notice.

In the event of your remaining absent without leave or permission for more than three consecutive days (including remaining absent after the sanctioned leave period for a consecutive period of more than three days), you are liable to be treated as having abandoned the Internship/training, and the Company shall be entitled to terminate your engagement without any notice or payment of any stipend in lieu of notice.

## **10. AFTER COMPLETION/TERMINATION OF TRAINING:**

On completion/termination of training, you will immediately surrender to the Company all specifications, documents, literature, drawings, records etc., belonging to the Company or relating to its business and shall not take or retain any copies of the said items.

## **11. FUTURE EMPLOYMENT:**

In the event that you complete the training to the subjective satisfaction of the Company in its sole discretion, you will be appointed as **Associate Software Engineer Trainee** in the service of the Company with a **gross salary of Rs. 4,50,000 per annum**. In addition, you will also be entitled for a **performance linked pay of up to Rs. 50,000 (Rupees Fifty Thousand only) per annum**. You will be considered as a regular employee of the Company from the date you are absorbed in the employment of the Company. The period of Training will not be counted for the purpose of computing your tenure of service with the Company or for extending, any benefit that are otherwise available to the regular employees of the Company.

## **12. DATE OF COMMENCEMENT OF INTERSHIP/TRAINING:**

In case the above terms and conditions are acceptable to you, you are required to return the duplicate copy of this letter of engagement duly signed or an email acceptance within four days from the date of this letter. Your reporting date and time will be communicated later.

While reporting for training please bring

- 4 White background Passport size photographs
- 2 copies each of your certificates starting from 10<sup>th</sup> to the highest
- Provisional or course completion certificate (Engineering)
- Fitness certificate from any registered practitioner (Original)
- Address proof copy (Passport, Voters ID, Driving License, or UID)

The original certificates will be returned to you after verification.

After your successful completion of the training programme, and should the Company agree to employ you, you agree to be posted in any location where the Company is operating from. You agree that this could also include a unit in a Software Economic Zone (SEZ) location. This would be informed to you after the completion of your training.

We would like to take this opportunity to welcome you to the Company as a trainee. We hope that your training with us will be rewarding.

Yours faithfully,

For **TORRY HARRIS BUSINESS SOLUTIONS PRIVATE LIMITED**

Shivdayal Charan  
Authorized Signatory

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## **ENDORSEMENT**

I, accept the terms and conditions stipulated in the above letter of engagement.

**PLACE:**

**DATE:**

**(Signature of the Candidate)**

Date: 24-Nov-2022

To:  
BHAVNA JOSHI  
CMR University  
Bangalore

Dear BHAVNA JOSHI,

**SUBJECT: LETTER OF ENGAGEMENT AS A STUDENT TRAINEE**

With reference to the discussions that you (**you** or the **Trainee**) have had with **Torry Harris Business Solutions Private Limited** (the **Company** or **us**), the Company is pleased to inform you that you have been selected to undergo training in the Company as a Student Trainee on the following terms and conditions:

**1. NATURE OF ENGAGEMENT:**

You will be engaged as a Student Trainee in the field of software and IT services.

**2. DURATION OF INTERNSHIP:**

The duration of Internship will be for a period of 3 months, the dates will be shared on or before Dec 2022. Unless the Company extends the period of your Internship/training in writing, your Internship/training shall automatically stand terminated upon the expiry of the Internship/training period.

**3. STIPEND:**

During the Internship period, you will be paid a consolidated monthly Stipend of **Rs. 20,000 (Rupees Twenty Thousand Only)** per month and you shall not be entitled to any other remuneration of any sort.

**4. VERIFICATION REPORT:**

Your engagement will be subject to receipt of satisfactory report with regard to verification of the particulars furnished by you in your

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application and the information given at the time of interview, including the references given by you.

#### **5. OBLIGATION AND RESPONSIBILITIES:**

a) During the internship/training period, the Company expects you to undergo training in any department/section in which you are placed with high standard of initiative and efficiency.

b) The Trainee agrees and acknowledges that as a part of her/his internship program with the Company, the Trainee may be granted access to various kinds of Confidential Information. For the purposes of this letter, the term **Confidential Information** shall mean and include, without limitation, all knowledge or information concerning the Company, the Company's businesses, employment policies and practices, business requirements, customers, partners, service providers, Trainees, students, vendors, pricing, customer information, account information, business planning, business operations, administration, financials, marketing, sales, investment strategies, sales data, flow charts, projections, strategies, pricing information, information technology architectures and solutions and systems, inventions, patents, products, processes, methods, techniques, software, computer programs, computer systems, software devices, information about the design, methodology and documentation thereof, training manuals, plans, charts, lists, details, notes, files, letters, memoranda, reports, records, data, sketches, journals, copyrightable materials, trade secrets, usernames and passwords, educational content, and any records and repositories of all of the foregoing, in whatever form or medium, written or oral, printed documents, computer disks or tapes, whether machine or user readable, and this term shall include derivative works of the said Confidential Information.

c) The Trainee agrees and undertakes that:

- (i) shall not during the term of this Internship/training program or at any time thereafter, divulge or make use of any trade secrets,

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Confidential Information, or intellectual property of any kind concerning the business of the Company or any of their dealings, transactions and affairs or any information concerning any of their partners, or customers which s/he possesses or comes to possess during the term of her/his Internship/training program with the Company, or which s/he may make or discover during the said period and that s/he shall also use her/his best endeavours to prevent any other person from doing so.

- (ii) all data, documents, emails, papers, plans, drawings, photographs, reports, statements, correspondence, etc. and technical information, know-how and instructions as well as business details or commercial policies that pass to the Trainee or which come to her/his knowledge shall be treated as confidential and s/he shall be bound to keep secret all such confidential matters including papers and documents, computer floppies, USB drives, hard drives, CDs or other media containing the same and shall not disclose, communicate, reproduce or distribute the same or copies thereof to anyone except in the course of the rightful discharge of her/his duties towards the Company.
- (iii) shall not at any time after the termination of the Internship/training program in any way make known or divulge to any person, firm or body corporate any of the methods, systems or other information of any kind in relation to the affairs of the Company whether such information is or was acquired by the Trainee before commencement of her/his Internship/training program with the Company.
- (iv) ownership of, and all right, title, and interest in, all work product, improvements, developments, discoveries, proprietary information, trademarks, trade names, logos, art work, slogans,

know-how, processes, methods, trade secrets, source code, application development, designs, drawings, plans, business plans or models, blue prints (whether or not registrable and whether or not design rights subsist in them), utility models, works in which copyright may subsist (including computer software and preparatory and design materials thereof), inventions (whether patentable or not, and whether or not patent protection has been applied for or granted) and all other intellectual property throughout the world, in and for all languages, including but not limited to computer and human languages developed or created from time to time by or for the Company by the Trainee, whether before or after commencement of the Trainee's Internship/training with the Company (the **Intellectual Property**) shall vest in the Company.

- (v) the Trainee hereby transfers and assigns in favour of the Company, all rights, title and interest in and to all the Intellectual Property, together with the rights to sublicense or transfer any and all rights assigned hereunder to third parties, in perpetuity. The Trainee agrees that such assignment shall be perpetual, worldwide and royalty free.
- (vi) notwithstanding the provisions of Section 19(4) of the Copyright Act, 1957, such assignment in so far as it relates to copyrightable material shall not lapse nor the rights transferred therein revert to the Trainee, even if the Company does not exercise the rights under the assignment within a period of one year from the date of assignment. The Trainee further acknowledges and agrees that he shall waive any right to and shall not raise any objection or claims to the Copyright Board with respect to the assignment, pursuant to Section 19A of the Copyright Act, 1957. The Trainee also agrees to assist and

cooperate with the Company in perfecting the Company's rights in the Intellectual Property.

(vii) shall forthwith communicate to the Company and transfer to it the exclusive benefit of all inventions, discoveries and improvements which s/he may make or discover during the continuance of her/his engagement relating to the Company's trade or business and shall give full information as to the exact mode of working and usage of the same and also all such explanation and instructions, to the officers and workmen of the Company as may be necessary to enable them to work the same effectively and shall, at the expense of the Company, furnish it with all necessary plans, drawings and models.

(viii) shall, whenever requested so to do by the Company whether during or after the termination of this letter, at the cost of the Company execute and sign any and all applications, assignments and other instruments which the Company may deem necessary or advisable in order to apply for and to obtain letters, patent, design, registration or other forms of protection for the aforesaid improvements, inventions and discoveries in such countries as the Company may direct and to vest in the Company the whole, right, title and interest therein.

## **6. RELATIONSHIP BETWEEN THE PARTIES:**

a) The Company and the Trainee acknowledge and agree that the Company agreeing to allow the Trainee to participate in the Internship/ training program of the Company in terms of this letter does not create any relationship of employer and employee, nor principal and agent and under no circumstances is the Trainee to be considered the employee or agent of the Company. You agree and acknowledge that the Internship/training program of the Company is a voluntary programme for a fixed duration undertaken purely for educational

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purposes and with a view to evaluating whether you can be employed at a future date, in the sole discretion of the Company.

- b) The Trainee undertakes to perform in terms of this letter as an independent contractor for the purpose of providing services to the Company and the Trainee shall have no right or authority to assume or claim any obligation of any kind, expressed or implied, nor to accept or to take any monies on orders obtained, nor to bind the Company in any way whatsoever, nor to hold itself out as an agent, employee or officer of the Company to any third party. The Trainee shall make no representation, undertaking or warranty concerning the Company's products and services.

#### **7. POSTING:**

During your Internship/training period, you are liable to be transferred or assigned to work in any division or department of the Company. You may also be required to undergo Internship/training in order to enable you to have hands on experience in various skills, you may be entrusted with different assignments and duties.

#### **8. MISCONDUCT:**

- a) In the event that you are found guilty any misconduct, you are liable to be disengaged without any notice or payment of stipend in lieu of notice.
- b) Notwithstanding the condition regarding written notice of termination, the Company shall have the right to terminate your Internship/ training without any notice or payment in lieu of notice, if any declaration given or information furnished by you to the Company is found to be false or if you are found to have willfully suppressed any material information.

## **9. TERMINATION:**

Notwithstanding anything contained herein, the Company reserves the right in its sole discretion, of terminating your engagement during the Internship/training period, without assigning any reasons, by giving 15 days' notice or payment of fifteen days' stipend in lieu of notice.

In the event of your remaining absent without leave or permission for more than three consecutive days (including remaining absent after the sanctioned leave period for a consecutive period of more than three days), you are liable to be treated as having abandoned the Internship/training, and the Company shall be entitled to terminate your engagement without any notice or payment of any stipend in lieu of notice.

## **10. AFTER COMPLETION/TERMINATION OF TRAINING:**

On completion/termination of training, you will immediately surrender to the Company all specifications, documents, literature, drawings, records etc., belonging to the Company or relating to its business and shall not take or retain any copies of the said items.

## **11. FUTURE EMPLOYMENT:**

In the event that you complete the training to the subjective satisfaction of the Company in its sole discretion, you will be appointed as **Associate Software Engineer Trainee** in the service of the Company with a **gross salary of Rs. 4,50,000 per annum**. In addition, you will also be entitled for a **performance linked pay of up to Rs. 50,000 (Rupees Fifty Thousand only) per annum**. You will be considered as a regular employee of the Company from the date you are absorbed in the employment of the Company. The period of Training will not be counted for the purpose of computing your tenure of service with the Company or for extending, any benefit that are otherwise available to the regular employees of the Company.

## **12. DATE OF COMMENCEMENT OF INTERSHIP/TRAINING:**

In case the above terms and conditions are acceptable to you, you are required to return the duplicate copy of this letter of engagement duly signed or an email acceptance within four days from the date of this letter. Your reporting date and time will be communicated later.

While reporting for training please bring

- 4 White background Passport size photographs
- 2 copies each of your certificates starting from 10<sup>th</sup> to the highest
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We would like to take this opportunity to welcome you to the Company as a trainee. We hope that your training with us will be rewarding.

Yours faithfully,

For **TORRY HARRIS BUSINESS SOLUTIONS PRIVATE LIMITED**

Shivdayal Charan  
Authorized Signatory

## **ENDORSEMENT**

I, accept the terms and conditions stipulated in the above letter of engagement.

**PLACE:**

**DATE:**

**(Signature of the Candidate)**

Date: 24-Nov-2022

To:  
C HARI HARAN  
CMR University  
Bangalore

Dear C HARI HARAN,

**SUBJECT: LETTER OF ENGAGEMENT AS A STUDENT TRAINEE**

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We would like to take this opportunity to welcome you to the Company as a trainee. We hope that your training with us will be rewarding.

Yours faithfully,

For **TORRY HARRIS BUSINESS SOLUTIONS PRIVATE LIMITED**

Shivdayal Charan  
Authorized Signatory

## **ENDORSEMENT**

I, accept the terms and conditions stipulated in the above letter of engagement.

**PLACE:**

**DATE:**

**(Signature of the Candidate)**

Date: 24-Nov-2022

To:  
FAIZAN KHAN  
CMR University  
Bangalore

Dear FAIZAN KHAN,

**SUBJECT: LETTER OF ENGAGEMENT AS A STUDENT TRAINEE**

With reference to the discussions that you (**you** or the **Trainee**) have had with **Torry Harris Business Solutions Private Limited** (the **Company** or **us**), the Company is pleased to inform you that you have been selected to undergo training in the Company as a Student Trainee on the following terms and conditions:

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- a) In the event that you are found guilty any misconduct, you are liable to be disengaged without any notice or payment of stipend in lieu of notice.
- b) Notwithstanding the condition regarding written notice of termination, the Company shall have the right to terminate your Internship/ training without any notice or payment in lieu of notice, if any declaration given or information furnished by you to the Company is found to be false or if you are found to have willfully suppressed any material information.

## **9. TERMINATION:**

Notwithstanding anything contained herein, the Company reserves the right in its sole discretion, of terminating your engagement during the Internship/training period, without assigning any reasons, by giving 15 days' notice or payment of fifteen days' stipend in lieu of notice.

In the event of your remaining absent without leave or permission for more than three consecutive days (including remaining absent after the sanctioned leave period for a consecutive period of more than three days), you are liable to be treated as having abandoned the Internship/training, and the Company shall be entitled to terminate your engagement without any notice or payment of any stipend in lieu of notice.

## **10. AFTER COMPLETION/TERMINATION OF TRAINING:**

On completion/termination of training, you will immediately surrender to the Company all specifications, documents, literature, drawings, records etc., belonging to the Company or relating to its business and shall not take or retain any copies of the said items.

## **11. FUTURE EMPLOYMENT:**

In the event that you complete the training to the subjective satisfaction of the Company in its sole discretion, you will be appointed as **Associate Software Engineer Trainee** in the service of the Company with a **gross salary of Rs. 4,50,000 per annum**. In addition, you will also be entitled for a **performance linked pay of up to Rs. 50,000 (Rupees Fifty Thousand only) per annum**. You will be considered as a regular employee of the Company from the date you are absorbed in the employment of the Company. The period of Training will not be counted for the purpose of computing your tenure of service with the Company or for extending, any benefit that are otherwise available to the regular employees of the Company.

## **12. DATE OF COMMENCEMENT OF INTERSHIP/TRAINING:**

In case the above terms and conditions are acceptable to you, you are required to return the duplicate copy of this letter of engagement duly signed or an email acceptance within four days from the date of this letter. Your reporting date and time will be communicated later.

While reporting for training please bring

- 4 White background Passport size photographs
- 2 copies each of your certificates starting from 10<sup>th</sup> to the highest
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We would like to take this opportunity to welcome you to the Company as a trainee. We hope that your training with us will be rewarding.

Yours faithfully,

For **TORRY HARRIS BUSINESS SOLUTIONS PRIVATE LIMITED**

Shivdayal Charan  
Authorized Signatory

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Strictly Confidential

## **ENDORSEMENT**

I, accept the terms and conditions stipulated in the above letter of engagement.

**PLACE:**

**DATE:**

**(Signature of the Candidate)**

Date: 24-Nov-2022

To:  
HARSHAVARDHAN  
REDDY MD  
CMR University  
Bangalore

Dear HARSHAVARDHAN REDDY MD,

**SUBJECT: LETTER OF ENGAGEMENT AS A STUDENT TRAINEE**

With reference to the discussions that you (**you** or the **Trainee**) have had with **Torry Harris Business Solutions Private Limited** (the **Company** or **us**), the Company is pleased to inform you that you have been selected to undergo training in the Company as a Student Trainee on the following terms and conditions:

**1. NATURE OF ENGAGEMENT:**

You will be engaged as a Student Trainee in the field of software and IT services.

**2. DURATION OF INTERNSHIP:**

The duration of Internship will be for a period of 3 months, the dates will be shared on or before Dec 2022. Unless the Company extends the period of your Internship/training in writing, your Internship/training shall automatically stand terminated upon the expiry of the Internship/training period.

**3. STIPEND:**

During the Internship period, you will be paid a consolidated monthly Stipend of **Rs. 20,000 (Rupees Twenty Thousand Only)** per month and you shall not be entitled to any other remuneration of any sort.

**4. VERIFICATION REPORT:**

Your engagement will be subject to receipt of satisfactory report with

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regard to verification of the particulars furnished by you in your



application and the information given at the time of interview, including the references given by you.

#### **5. OBLIGATION AND RESPONSIBILITIES:**

a) During the internship/training period, the Company expects you to undergo training in any department/section in which you are placed with high standard of initiative and efficiency.

b) The Trainee agrees and acknowledges that as a part of her/his internship program with the Company, the Trainee may be granted access to various kinds of Confidential Information. For the purposes of this letter, the term **Confidential Information** shall mean and include, without limitation, all knowledge or information concerning the Company, the Company's businesses, employment policies and practices, business requirements, customers, partners, service providers, Trainees, students, vendors, pricing, customer information, account information, business planning, business operations, administration, financials, marketing, sales, investment strategies, sales data, flow charts, projections, strategies, pricing information, information technology architectures and solutions and systems, inventions, patents, products, processes, methods, techniques, software, computer programs, computer systems, software devices, information about the design, methodology and documentation thereof, training manuals, plans, charts, lists, details, notes, files, letters, memoranda, reports, records, data, sketches, journals, copyrightable materials, trade secrets, usernames and passwords, educational content, and any records and repositories of all of the foregoing, in whatever form or medium, written or oral, printed documents, computer disks or tapes, whether machine or user readable, and this term shall include derivative works of the said Confidential Information.

c) The Trainee agrees and undertakes that:

- (i) shall not during the term of this Internship/training program or at any time thereafter, divulge or make use of any trade secrets,

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Confidential Information, or intellectual property of any kind concerning the business of the Company or any of their dealings, transactions and affairs or any information concerning any of their partners, or customers which s/he possesses or comes to possess during the term of her/his Internship/training program with the Company, or which s/he may make or discover during the said period and that s/he shall also use her/his best endeavours to prevent any other person from doing so.

- (ii) all data, documents, emails, papers, plans, drawings, photographs, reports, statements, correspondence, etc. and technical information, know-how and instructions as well as business details or commercial policies that pass to the Trainee or which come to her/his knowledge shall be treated as confidential and s/he shall be bound to keep secret all such confidential matters including papers and documents, computer floppies, USB drives, hard drives, CDs or other media containing the same and shall not disclose, communicate, reproduce or distribute the same or copies thereof to anyone except in the course of the rightful discharge of her/his duties towards the Company.
- (iii) shall not at any time after the termination of the Internship/training program in any way make known or divulge to any person, firm or body corporate any of the methods, systems or other information of any kind in relation to the affairs of the Company whether such information is or was acquired by the Trainee before commencement of her/his Internship/training program with the Company.
- (iv) ownership of, and all right, title, and interest in, all work product, improvements, developments, discoveries, proprietary information, trademarks, trade names, logos, art work, slogans,

know-how, processes, methods, trade secrets, source code, application development, designs, drawings, plans, business plans or models, blue prints (whether or not registrable and whether or not design rights subsist in them), utility models, works in which copyright may subsist (including computer software and preparatory and design materials thereof), inventions (whether patentable or not, and whether or not patent protection has been applied for or granted) and all other intellectual property throughout the world, in and for all languages, including but not limited to computer and human languages developed or created from time to time by or for the Company by the Trainee, whether before or after commencement of the Trainee's Internship/training with the Company (the **Intellectual Property**) shall vest in the Company.

- (v) the Trainee hereby transfers and assigns in favour of the Company, all rights, title and interest in and to all the Intellectual Property, together with the rights to sublicense or transfer any and all rights assigned hereunder to third parties, in perpetuity. The Trainee agrees that such assignment shall be perpetual, worldwide and royalty free.
- (vi) notwithstanding the provisions of Section 19(4) of the Copyright Act, 1957, such assignment in so far as it relates to copyrightable material shall not lapse nor the rights transferred therein revert to the Trainee, even if the Company does not exercise the rights under the assignment within a period of one year from the date of assignment. The Trainee further acknowledges and agrees that he shall waive any right to and shall not raise any objection or claims to the Copyright Board with respect to the assignment, pursuant to Section 19A of the Copyright Act, 1957. The Trainee also agrees to assist and

cooperate with the Company in perfecting the Company's rights in the Intellectual Property.

(vii) shall forthwith communicate to the Company and transfer to it the exclusive benefit of all inventions, discoveries and improvements which s/he may make or discover during the continuance of her/his engagement relating to the Company's trade or business and shall give full information as to the exact mode of working and usage of the same and also all such explanation and instructions, to the officers and workmen of the Company as may be necessary to enable them to work the same effectively and shall, at the expense of the Company, furnish it with all necessary plans, drawings and models.

(viii) shall, whenever requested so to do by the Company whether during or after the termination of this letter, at the cost of the Company execute and sign any and all applications, assignments and other instruments which the Company may deem necessary or advisable in order to apply for and to obtain letters, patent, design, registration or other forms of protection for the aforesaid improvements, inventions and discoveries in such countries as the Company may direct and to vest in the Company the whole, right, title and interest therein.

## **6. RELATIONSHIP BETWEEN THE PARTIES:**

a) The Company and the Trainee acknowledge and agree that the Company agreeing to allow the Trainee to participate in the Internship/ training program of the Company in terms of this letter does not create any relationship of employer and employee, nor principal and agent and under no circumstances is the Trainee to be considered the employee or agent of the Company. You agree and acknowledge that the Internship/training program of the Company is a voluntary programme for a fixed duration undertaken purely for educational

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purposes and with a view to evaluating whether you can be employed at a future date, in the sole discretion of the Company.

- b) The Trainee undertakes to perform in terms of this letter as an independent contractor for the purpose of providing services to the Company and the Trainee shall have no right or authority to assume or claim any obligation of any kind, expressed or implied, nor to accept or to take any monies on orders obtained, nor to bind the Company in any way whatsoever, nor to hold itself out as an agent, employee or officer of the Company to any third party. The Trainee shall make no representation, undertaking or warranty concerning the Company's products and services.

#### **7. POSTING:**

During your Internship/training period, you are liable to be transferred or assigned to work in any division or department of the Company. You may also be required to undergo Internship/training in order to enable you to have hands on experience in various skills, you may be entrusted with different assignments and duties.

#### **8. MISCONDUCT:**

- a) In the event that you are found guilty any misconduct, you are liable to be disengaged without any notice or payment of stipend in lieu of notice.
- b) Notwithstanding the condition regarding written notice of termination, the Company shall have the right to terminate your Internship/ training without any notice or payment in lieu of notice, if any declaration given or information furnished by you to the Company is found to be false or if you are found to have willfully suppressed any material information.

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We would like to take this opportunity to welcome you to the Company as a trainee. We hope that your training with us will be rewarding.

Yours faithfully,

For **TORRY HARRIS BUSINESS SOLUTIONS PRIVATE LIMITED**

Shivdayal Charan  
Authorized Signatory

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## **ENDORSEMENT**

I, accept the terms and conditions stipulated in the above letter of engagement.

**PLACE:**

**DATE:**

**(Signature of the Candidate)**



Date: 24-Nov-2022

To:  
HEMANTH KUMAR B  
N  
CMR University  
Bangalore

Dear HEMANTH KUMAR B N,

**SUBJECT: LETTER OF ENGAGEMENT AS A STUDENT TRAINEE**

With reference to the discussions that you (**you** or the **Trainee**) have had with **Torry Harris Business Solutions Private Limited** (the **Company** or **us**), the Company is pleased to inform you that you have been selected to undergo training in the Company as a Student Trainee on the following terms and conditions:

**1. NATURE OF ENGAGEMENT:**

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**2. DURATION OF INTERNSHIP:**

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**4. VERIFICATION REPORT:**

Your engagement will be subject to receipt of satisfactory report with

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application and the information given at the time of interview, including the references given by you.

#### **5. OBLIGATION AND RESPONSIBILITIES:**

a) During the internship/training period, the Company expects you to undergo training in any department/section in which you are placed with high standard of initiative and efficiency.

b) The Trainee agrees and acknowledges that as a part of her/his internship program with the Company, the Trainee may be granted access to various kinds of Confidential Information. For the purposes of this letter, the term **Confidential Information** shall mean and include, without limitation, all knowledge or information concerning the Company, the Company's businesses, employment policies and practices, business requirements, customers, partners, service providers, Trainees, students, vendors, pricing, customer information, account information, business planning, business operations, administration, financials, marketing, sales, investment strategies, sales data, flow charts, projections, strategies, pricing information, information technology architectures and solutions and systems, inventions, patents, products, processes, methods, techniques, software, computer programs, computer systems, software devices, information about the design, methodology and documentation thereof, training manuals, plans, charts, lists, details, notes, files, letters, memoranda, reports, records, data, sketches, journals, copyrightable materials, trade secrets, usernames and passwords, educational content, and any records and repositories of all of the foregoing, in whatever form or medium, written or oral, printed documents, computer disks or tapes, whether machine or user readable, and this term shall include derivative works of the said Confidential Information.

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Yours faithfully,

For **TORRY HARRIS BUSINESS SOLUTIONS PRIVATE LIMITED**

Shivdayal Charan  
Authorized Signatory

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## **ENDORSEMENT**

I, accept the terms and conditions stipulated in the above letter of engagement.

**PLACE:**

**DATE:**

**(Signature of the Candidate)**

Date: 24-Nov-2022

To:  
HEMANTH S KORI  
CMR University  
Bangalore

Dear HEMANTH S KORI,

**SUBJECT: LETTER OF ENGAGEMENT AS A STUDENT TRAINEE**

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b) The Trainee agrees and acknowledges that as a part of her/his internship program with the Company, the Trainee may be granted access to various kinds of Confidential Information. For the purposes of this letter, the term **Confidential Information** shall mean and include, without limitation, all knowledge or information concerning the Company, the Company's businesses, employment policies and practices, business requirements, customers, partners, service providers, Trainees, students, vendors, pricing, customer information, account information, business planning, business operations, administration, financials, marketing, sales, investment strategies, sales data, flow charts, projections, strategies, pricing information, information technology architectures and solutions and systems, inventions, patents, products, processes, methods, techniques, software, computer programs, computer systems, software devices, information about the design, methodology and documentation thereof, training manuals, plans, charts, lists, details, notes, files, letters, memoranda, reports, records, data, sketches, journals, copyrightable materials, trade secrets, usernames and passwords, educational content, and any records and repositories of all of the foregoing, in whatever form or medium, written or oral, printed documents, computer disks or tapes, whether machine or user readable, and this term shall include derivative works of the said Confidential Information.

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- (iv) ownership of, and all right, title, and interest in, all work product, improvements, developments, discoveries, proprietary information, trademarks, trade names, logos, art work, slogans,

know-how, processes, methods, trade secrets, source code, application development, designs, drawings, plans, business plans or models, blue prints (whether or not registrable and whether or not design rights subsist in them), utility models, works in which copyright may subsist (including computer software and preparatory and design materials thereof), inventions (whether patentable or not, and whether or not patent protection has been applied for or granted) and all other intellectual property throughout the world, in and for all languages, including but not limited to computer and human languages developed or created from time to time by or for the Company by the Trainee, whether before or after commencement of the Trainee's Internship/training with the Company (the **Intellectual Property**) shall vest in the Company.

- (v) the Trainee hereby transfers and assigns in favour of the Company, all rights, title and interest in and to all the Intellectual Property, together with the rights to sublicense or transfer any and all rights assigned hereunder to third parties, in perpetuity. The Trainee agrees that such assignment shall be perpetual, worldwide and royalty free.
- (vi) notwithstanding the provisions of Section 19(4) of the Copyright Act, 1957, such assignment in so far as it relates to copyrightable material shall not lapse nor the rights transferred therein revert to the Trainee, even if the Company does not exercise the rights under the assignment within a period of one year from the date of assignment. The Trainee further acknowledges and agrees that he shall waive any right to and shall not raise any objection or claims to the Copyright Board with respect to the assignment, pursuant to Section 19A of the Copyright Act, 1957. The Trainee also agrees to assist and

cooperate with the Company in perfecting the Company's rights in the Intellectual Property.

(vii) shall forthwith communicate to the Company and transfer to it the exclusive benefit of all inventions, discoveries and improvements which s/he may make or discover during the continuance of her/his engagement relating to the Company's trade or business and shall give full information as to the exact mode of working and usage of the same and also all such explanation and instructions, to the officers and workmen of the Company as may be necessary to enable them to work the same effectively and shall, at the expense of the Company, furnish it with all necessary plans, drawings and models.

(viii) shall, whenever requested so to do by the Company whether during or after the termination of this letter, at the cost of the Company execute and sign any and all applications, assignments and other instruments which the Company may deem necessary or advisable in order to apply for and to obtain letters, patent, design, registration or other forms of protection for the aforesaid improvements, inventions and discoveries in such countries as the Company may direct and to vest in the Company the whole, right, title and interest therein.

## **6. RELATIONSHIP BETWEEN THE PARTIES:**

a) The Company and the Trainee acknowledge and agree that the Company agreeing to allow the Trainee to participate in the Internship/ training program of the Company in terms of this letter does not create any relationship of employer and employee, nor principal and agent and under no circumstances is the Trainee to be considered the employee or agent of the Company. You agree and acknowledge that the Internship/training program of the Company is a voluntary programme for a fixed duration undertaken purely for educational

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purposes and with a view to evaluating whether you can be employed at a future date, in the sole discretion of the Company.

- b) The Trainee undertakes to perform in terms of this letter as an independent contractor for the purpose of providing services to the Company and the Trainee shall have no right or authority to assume or claim any obligation of any kind, expressed or implied, nor to accept or to take any monies on orders obtained, nor to bind the Company in any way whatsoever, nor to hold itself out as an agent, employee or officer of the Company to any third party. The Trainee shall make no representation, undertaking or warranty concerning the Company's products and services.

#### **7. POSTING:**

During your Internship/training period, you are liable to be transferred or assigned to work in any division or department of the Company. You may also be required to undergo Internship/training in order to enable you to have hands on experience in various skills, you may be entrusted with different assignments and duties.

#### **8. MISCONDUCT:**

- a) In the event that you are found guilty any misconduct, you are liable to be disengaged without any notice or payment of stipend in lieu of notice.
- b) Notwithstanding the condition regarding written notice of termination, the Company shall have the right to terminate your Internship/ training without any notice or payment in lieu of notice, if any declaration given or information furnished by you to the Company is found to be false or if you are found to have willfully suppressed any material information.



## **9. TERMINATION:**

Notwithstanding anything contained herein, the Company reserves the right in its sole discretion, of terminating your engagement during the Internship/training period, without assigning any reasons, by giving 15 days' notice or payment of fifteen days' stipend in lieu of notice.

In the event of your remaining absent without leave or permission for more than three consecutive days (including remaining absent after the sanctioned leave period for a consecutive period of more than three days), you are liable to be treated as having abandoned the Internship/training, and the Company shall be entitled to terminate your engagement without any notice or payment of any stipend in lieu of notice.

## **10. AFTER COMPLETION/TERMINATION OF TRAINING:**

On completion/termination of training, you will immediately surrender to the Company all specifications, documents, literature, drawings, records etc., belonging to the Company or relating to its business and shall not take or retain any copies of the said items.

## **11. FUTURE EMPLOYMENT:**

In the event that you complete the training to the subjective satisfaction of the Company in its sole discretion, you will be appointed as **Associate Software Engineer Trainee** in the service of the Company with a **gross salary of Rs. 4,50,000 per annum**. In addition, you will also be entitled for a **performance linked pay of up to Rs. 50,000 (Rupees Fifty Thousand only) per annum**. You will be considered as a regular employee of the Company from the date you are absorbed in the employment of the Company. The period of Training will not be counted for the purpose of computing your tenure of service with the Company or for extending, any benefit that are otherwise available to the regular employees of the Company.

## **12. DATE OF COMMENCEMENT OF INTERSHIP/TRAINING:**

In case the above terms and conditions are acceptable to you, you are required to return the duplicate copy of this letter of engagement duly signed or an email acceptance within four days from the date of this letter. Your reporting date and time will be communicated later.

While reporting for training please bring

- 4 White background Passport size photographs
- 2 copies each of your certificates starting from 10<sup>th</sup> to the highest
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We would like to take this opportunity to welcome you to the Company as a trainee. We hope that your training with us will be rewarding.

Yours faithfully,

For **TORRY HARRIS BUSINESS SOLUTIONS PRIVATE LIMITED**

Shivdayal Charan  
Authorized Signatory

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## **ENDORSEMENT**

I, accept the terms and conditions stipulated in the above letter of engagement.

**PLACE:**

**DATE:**

**(Signature of the Candidate)**

Date: 24-Nov-2022

To:  
JEROME RONSON  
PAUL  
CMR University  
Bangalore

Dear JEROME RONSON PAUL,

**SUBJECT: LETTER OF ENGAGEMENT AS A STUDENT TRAINEE**

With reference to the discussions that you (**you** or the **Trainee**) have had with **Torry Harris Business Solutions Private Limited** (the **Company** or **us**), the Company is pleased to inform you that you have been selected to undergo training in the Company as a Student Trainee on the following terms and conditions:

**1. NATURE OF ENGAGEMENT:**

You will be engaged as a Student Trainee in the field of software and IT services.

**2. DURATION OF INTERNSHIP:**

The duration of Internship will be for a period of 3 months, the dates will be shared on or before Dec 2022. Unless the Company extends the period of your Internship/training in writing, your Internship/training shall automatically stand terminated upon the expiry of the Internship/training period.

**3. STIPEND:**

During the Internship period, you will be paid a consolidated monthly Stipend of **Rs. 20,000 (Rupees Twenty Thousand Only)** per month and you shall not be entitled to any other remuneration of any sort.

**4. VERIFICATION REPORT:**

Your engagement will be subject to receipt of satisfactory report with

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regard to verification of the particulars furnished by you in your

application and the information given at the time of interview, including the references given by you.

#### **5. OBLIGATION AND RESPONSIBILITIES:**

a) During the internship/training period, the Company expects you to undergo training in any department/section in which you are placed with high standard of initiative and efficiency.

b) The Trainee agrees and acknowledges that as a part of her/his internship program with the Company, the Trainee may be granted access to various kinds of Confidential Information. For the purposes of this letter, the term **Confidential Information** shall mean and include, without limitation, all knowledge or information concerning the Company, the Company's businesses, employment policies and practices, business requirements, customers, partners, service providers, Trainees, students, vendors, pricing, customer information, account information, business planning, business operations, administration, financials, marketing, sales, investment strategies, sales data, flow charts, projections, strategies, pricing information, information technology architectures and solutions and systems, inventions, patents, products, processes, methods, techniques, software, computer programs, computer systems, software devices, information about the design, methodology and documentation thereof, training manuals, plans, charts, lists, details, notes, files, letters, memoranda, reports, records, data, sketches, journals, copyrightable materials, trade secrets, usernames and passwords, educational content, and any records and repositories of all of the foregoing, in whatever form or medium, written or oral, printed documents, computer disks or tapes, whether machine or user readable, and this term shall include derivative works of the said Confidential Information.

c) The Trainee agrees and undertakes that:

- (i) shall not during the term of this Internship/training program or at any time thereafter, divulge or make use of any trade secrets,

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Confidential Information, or intellectual property of any kind concerning the business of the Company or any of their dealings, transactions and affairs or any information concerning any of their partners, or customers which s/he possesses or comes to possess during the term of her/his Internship/training program with the Company, or which s/he may make or discover during the said period and that s/he shall also use her/his best endeavours to prevent any other person from doing so.

- (ii) all data, documents, emails, papers, plans, drawings, photographs, reports, statements, correspondence, etc. and technical information, know-how and instructions as well as business details or commercial policies that pass to the Trainee or which come to her/his knowledge shall be treated as confidential and s/he shall be bound to keep secret all such confidential matters including papers and documents, computer floppies, USB drives, hard drives, CDs or other media containing the same and shall not disclose, communicate, reproduce or distribute the same or copies thereof to anyone except in the course of the rightful discharge of her/his duties towards the Company.
- (iii) shall not at any time after the termination of the Internship/training program in any way make known or divulge to any person, firm or body corporate any of the methods, systems or other information of any kind in relation to the affairs of the Company whether such information is or was acquired by the Trainee before commencement of her/his Internship/training program with the Company.
- (iv) ownership of, and all right, title, and interest in, all work product, improvements, developments, discoveries, proprietary information, trademarks, trade names, logos, art work, slogans,

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We would like to take this opportunity to welcome you to the Company as a trainee. We hope that your training with us will be rewarding.

Yours faithfully,

For **TORRY HARRIS BUSINESS SOLUTIONS PRIVATE LIMITED**

Shivdayal Charan  
Authorized Signatory

## **ENDORSEMENT**

I, accept the terms and conditions stipulated in the above letter of engagement.

**PLACE:**

**DATE:**

**(Signature of the Candidate)**

Date: 24-Nov-2022

To:  
K N IKHLAAS RASIB  
CMR University  
Bangalore

Dear K N IKHLAAS RASIB,

**SUBJECT: LETTER OF ENGAGEMENT AS A STUDENT TRAINEE**

With reference to the discussions that you (**you** or the **Trainee**) have had with **Torry Harris Business Solutions Private Limited** (the **Company** or **us**), the Company is pleased to inform you that you have been selected to undergo training in the Company as a Student Trainee on the following terms and conditions:

**1. NATURE OF ENGAGEMENT:**

You will be engaged as a Student Trainee in the field of software and IT services.

**2. DURATION OF INTERNSHIP:**

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**3. STIPEND:**

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**4. VERIFICATION REPORT:**

Your engagement will be subject to receipt of satisfactory report with regard to verification of the particulars furnished by you in your

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application and the information given at the time of interview, including the references given by you.

#### **5. OBLIGATION AND RESPONSIBILITIES:**

a) During the internship/training period, the Company expects you to undergo training in any department/section in which you are placed with high standard of initiative and efficiency.

b) The Trainee agrees and acknowledges that as a part of her/his internship program with the Company, the Trainee may be granted access to various kinds of Confidential Information. For the purposes of this letter, the term **Confidential Information** shall mean and include, without limitation, all knowledge or information concerning the Company, the Company's businesses, employment policies and practices, business requirements, customers, partners, service providers, Trainees, students, vendors, pricing, customer information, account information, business planning, business operations, administration, financials, marketing, sales, investment strategies, sales data, flow charts, projections, strategies, pricing information, information technology architectures and solutions and systems, inventions, patents, products, processes, methods, techniques, software, computer programs, computer systems, software devices, information about the design, methodology and documentation thereof, training manuals, plans, charts, lists, details, notes, files, letters, memoranda, reports, records, data, sketches, journals, copyrightable materials, trade secrets, usernames and passwords, educational content, and any records and repositories of all of the foregoing, in whatever form or medium, written or oral, printed documents, computer disks or tapes, whether machine or user readable, and this term shall include derivative works of the said Confidential Information.

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We would like to take this opportunity to welcome you to the Company as a trainee. We hope that your training with us will be rewarding.

Yours faithfully,

For **TORRY HARRIS BUSINESS SOLUTIONS PRIVATE LIMITED**

Shivdayal Charan  
Authorized Signatory

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## **ENDORSEMENT**

I, accept the terms and conditions stipulated in the above letter of engagement.

**PLACE:**

**DATE:**

**(Signature of the Candidate)**

Date: 24-Nov-2022

To:  
KAMYA RACHEL  
CMR University  
Bangalore

Dear KAMYA RACHEL,

**SUBJECT: LETTER OF ENGAGEMENT AS A STUDENT TRAINEE**

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b) The Trainee agrees and acknowledges that as a part of her/his internship program with the Company, the Trainee may be granted access to various kinds of Confidential Information. For the purposes of this letter, the term **Confidential Information** shall mean and include, without limitation, all knowledge or information concerning the Company, the Company's businesses, employment policies and practices, business requirements, customers, partners, service providers, Trainees, students, vendors, pricing, customer information, account information, business planning, business operations, administration, financials, marketing, sales, investment strategies, sales data, flow charts, projections, strategies, pricing information, information technology architectures and solutions and systems, inventions, patents, products, processes, methods, techniques, software, computer programs, computer systems, software devices, information about the design, methodology and documentation thereof, training manuals, plans, charts, lists, details, notes, files, letters, memoranda, reports, records, data, sketches, journals, copyrightable materials, trade secrets, usernames and passwords, educational content, and any records and repositories of all of the foregoing, in whatever form or medium, written or oral, printed documents, computer disks or tapes, whether machine or user readable, and this term shall include derivative works of the said Confidential Information.

c) The Trainee agrees and undertakes that:

- (i) shall not during the term of this Internship/training program or at any time thereafter, divulge or make use of any trade secrets,

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Confidential Information, or intellectual property of any kind concerning the business of the Company or any of their dealings, transactions and affairs or any information concerning any of their partners, or customers which s/he possesses or comes to possess during the term of her/his Internship/training program with the Company, or which s/he may make or discover during the said period and that s/he shall also use her/his best endeavours to prevent any other person from doing so.

- (ii) all data, documents, emails, papers, plans, drawings, photographs, reports, statements, correspondence, etc. and technical information, know-how and instructions as well as business details or commercial policies that pass to the Trainee or which come to her/his knowledge shall be treated as confidential and s/he shall be bound to keep secret all such confidential matters including papers and documents, computer floppies, USB drives, hard drives, CDs or other media containing the same and shall not disclose, communicate, reproduce or distribute the same or copies thereof to anyone except in the course of the rightful discharge of her/his duties towards the Company.
- (iii) shall not at any time after the termination of the Internship/training program in any way make known or divulge to any person, firm or body corporate any of the methods, systems or other information of any kind in relation to the affairs of the Company whether such information is or was acquired by the Trainee before commencement of her/his Internship/training program with the Company.
- (iv) ownership of, and all right, title, and interest in, all work product, improvements, developments, discoveries, proprietary information, trademarks, trade names, logos, art work, slogans,

know-how, processes, methods, trade secrets, source code, application development, designs, drawings, plans, business plans or models, blue prints (whether or not registrable and whether or not design rights subsist in them), utility models, works in which copyright may subsist (including computer software and preparatory and design materials thereof), inventions (whether patentable or not, and whether or not patent protection has been applied for or granted) and all other intellectual property throughout the world, in and for all languages, including but not limited to computer and human languages developed or created from time to time by or for the Company by the Trainee, whether before or after commencement of the Trainee's Internship/training with the Company (the **Intellectual Property**) shall vest in the Company.

- (v) the Trainee hereby transfers and assigns in favour of the Company, all rights, title and interest in and to all the Intellectual Property, together with the rights to sublicense or transfer any and all rights assigned hereunder to third parties, in perpetuity. The Trainee agrees that such assignment shall be perpetual, worldwide and royalty free.
- (vi) notwithstanding the provisions of Section 19(4) of the Copyright Act, 1957, such assignment in so far as it relates to copyrightable material shall not lapse nor the rights transferred therein revert to the Trainee, even if the Company does not exercise the rights under the assignment within a period of one year from the date of assignment. The Trainee further acknowledges and agrees that he shall waive any right to and shall not raise any objection or claims to the Copyright Board with respect to the assignment, pursuant to Section 19A of the Copyright Act, 1957. The Trainee also agrees to assist and

cooperate with the Company in perfecting the Company's rights in the Intellectual Property.

(vii) shall forthwith communicate to the Company and transfer to it the exclusive benefit of all inventions, discoveries and improvements which s/he may make or discover during the continuance of her/his engagement relating to the Company's trade or business and shall give full information as to the exact mode of working and usage of the same and also all such explanation and instructions, to the officers and workmen of the Company as may be necessary to enable them to work the same effectively and shall, at the expense of the Company, furnish it with all necessary plans, drawings and models.

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## **6. RELATIONSHIP BETWEEN THE PARTIES:**

a) The Company and the Trainee acknowledge and agree that the Company agreeing to allow the Trainee to participate in the Internship/ training program of the Company in terms of this letter does not create any relationship of employer and employee, nor principal and agent and under no circumstances is the Trainee to be considered the employee or agent of the Company. You agree and acknowledge that the Internship/training program of the Company is a voluntary programme for a fixed duration undertaken purely for educational

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purposes and with a view to evaluating whether you can be employed at a future date, in the sole discretion of the Company.

- b) The Trainee undertakes to perform in terms of this letter as an independent contractor for the purpose of providing services to the Company and the Trainee shall have no right or authority to assume or claim any obligation of any kind, expressed or implied, nor to accept or to take any monies on orders obtained, nor to bind the Company in any way whatsoever, nor to hold itself out as an agent, employee or officer of the Company to any third party. The Trainee shall make no representation, undertaking or warranty concerning the Company's products and services.

#### **7. POSTING:**

During your Internship/training period, you are liable to be transferred or assigned to work in any division or department of the Company. You may also be required to undergo Internship/training in order to enable you to have hands on experience in various skills, you may be entrusted with different assignments and duties.

#### **8. MISCONDUCT:**

- a) In the event that you are found guilty any misconduct, you are liable to be disengaged without any notice or payment of stipend in lieu of notice.
- b) Notwithstanding the condition regarding written notice of termination, the Company shall have the right to terminate your Internship/ training without any notice or payment in lieu of notice, if any declaration given or information furnished by you to the Company is found to be false or if you are found to have willfully suppressed any material information.

## **9. TERMINATION:**

Notwithstanding anything contained herein, the Company reserves the right in its sole discretion, of terminating your engagement during the Internship/training period, without assigning any reasons, by giving 15 days' notice or payment of fifteen days' stipend in lieu of notice.

In the event of your remaining absent without leave or permission for more than three consecutive days (including remaining absent after the sanctioned leave period for a consecutive period of more than three days), you are liable to be treated as having abandoned the Internship/training, and the Company shall be entitled to terminate your engagement without any notice or payment of any stipend in lieu of notice.

## **10. AFTER COMPLETION/TERMINATION OF TRAINING:**

On completion/termination of training, you will immediately surrender to the Company all specifications, documents, literature, drawings, records etc., belonging to the Company or relating to its business and shall not take or retain any copies of the said items.

## **11. FUTURE EMPLOYMENT:**

In the event that you complete the training to the subjective satisfaction of the Company in its sole discretion, you will be appointed as **Associate Software Engineer Trainee** in the service of the Company with a **gross salary of Rs. 4,50,000 per annum**. In addition, you will also be entitled for a **performance linked pay of up to Rs. 50,000 (Rupees Fifty Thousand only) per annum**. You will be considered as a regular employee of the Company from the date you are absorbed in the employment of the Company. The period of Training will not be counted for the purpose of computing your tenure of service with the Company or for extending, any benefit that are otherwise available to the regular employees of the Company.

## **12. DATE OF COMMENCEMENT OF INTERSHIP/TRAINING:**

In case the above terms and conditions are acceptable to you, you are required to return the duplicate copy of this letter of engagement duly signed or an email acceptance within four days from the date of this letter. Your reporting date and time will be communicated later.

While reporting for training please bring

- 4 White background Passport size photographs
- 2 copies each of your certificates starting from 10<sup>th</sup> to the highest
- Provisional or course completion certificate (Engineering)
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The original certificates will be returned to you after verification.

After your successful completion of the training programme, and should the Company agree to employ you, you agree to be posted in any location where the Company is operating from. You agree that this could also include a unit in a Software Economic Zone (SEZ) location. This would be informed to you after the completion of your training.

We would like to take this opportunity to welcome you to the Company as a trainee. We hope that your training with us will be rewarding.

Yours faithfully,

For **TORRY HARRIS BUSINESS SOLUTIONS PRIVATE LIMITED**

Shivdayal Charan  
Authorized Signatory

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Strictly Confidential

## **ENDORSEMENT**

I, accept the terms and conditions stipulated in the above letter of engagement.

**PLACE:**

**DATE:**

**(Signature of the Candidate)**

Date: 24-Nov-2022

To:  
KARTIK A  
CMR University  
Bangalore

Dear KARTIK A,

**SUBJECT: LETTER OF ENGAGEMENT AS A STUDENT TRAINEE**

With reference to the discussions that you (**you** or the **Trainee**) have had with **Torry Harris Business Solutions Private Limited** (the **Company** or **us**), the Company is pleased to inform you that you have been selected to undergo training in the Company as a Student Trainee on the following terms and conditions:

**1. NATURE OF ENGAGEMENT:**

You will be engaged as a Student Trainee in the field of software and IT services.

**2. DURATION OF INTERNSHIP:**

The duration of Internship will be for a period of 3 months, the dates will be shared on or before Dec 2022. Unless the Company extends the period of your Internship/training in writing, your Internship/training shall automatically stand terminated upon the expiry of the Internship/training period.

**3. STIPEND:**

During the Internship period, you will be paid a consolidated monthly Stipend of **Rs. 20,000 (Rupees Twenty Thousand Only)** per month and you shall not be entitled to any other remuneration of any sort.

**4. VERIFICATION REPORT:**

Your engagement will be subject to receipt of satisfactory report with regard to verification of the particulars furnished by you in your

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application and the information given at the time of interview, including the references given by you.

#### **5. OBLIGATION AND RESPONSIBILITIES:**

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b) The Trainee agrees and acknowledges that as a part of her/his internship program with the Company, the Trainee may be granted access to various kinds of Confidential Information. For the purposes of this letter, the term **Confidential Information** shall mean and include, without limitation, all knowledge or information concerning the Company, the Company's businesses, employment policies and practices, business requirements, customers, partners, service providers, Trainees, students, vendors, pricing, customer information, account information, business planning, business operations, administration, financials, marketing, sales, investment strategies, sales data, flow charts, projections, strategies, pricing information, information technology architectures and solutions and systems, inventions, patents, products, processes, methods, techniques, software, computer programs, computer systems, software devices, information about the design, methodology and documentation thereof, training manuals, plans, charts, lists, details, notes, files, letters, memoranda, reports, records, data, sketches, journals, copyrightable materials, trade secrets, usernames and passwords, educational content, and any records and repositories of all of the foregoing, in whatever form or medium, written or oral, printed documents, computer disks or tapes, whether machine or user readable, and this term shall include derivative works of the said Confidential Information.

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We would like to take this opportunity to welcome you to the Company as a trainee. We hope that your training with us will be rewarding.

Yours faithfully,

For **TORRY HARRIS BUSINESS SOLUTIONS PRIVATE LIMITED**

Shivdayal Charan  
Authorized Signatory

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Strictly Confidential

## **ENDORSEMENT**

I, accept the terms and conditions stipulated in the above letter of engagement.

**PLACE:**

**DATE:**

**(Signature of the Candidate)**



Date: 24-Nov-2022

To:  
KSHITIZ PATHAK  
CMR University  
Bangalore

Dear KSHITIZ PATHAK,

**SUBJECT: LETTER OF ENGAGEMENT AS A STUDENT TRAINEE**

With reference to the discussions that you (**you** or the **Trainee**) have had with **Torry Harris Business Solutions Private Limited** (the **Company** or **us**), the Company is pleased to inform you that you have been selected to undergo training in the Company as a Student Trainee on the following terms and conditions:

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You will be engaged as a Student Trainee in the field of software and IT services.

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**3. STIPEND:**

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**4. VERIFICATION REPORT:**

Your engagement will be subject to receipt of satisfactory report with regard to verification of the particulars furnished by you in your

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We would like to take this opportunity to welcome you to the Company as a trainee. We hope that your training with us will be rewarding.

Yours faithfully,

For **TORRY HARRIS BUSINESS SOLUTIONS PRIVATE LIMITED**

Shivdayal Charan  
Authorized Signatory

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## **ENDORSEMENT**

I, accept the terms and conditions stipulated in the above letter of engagement.

**PLACE:**

**DATE:**

**(Signature of the Candidate)**

Date: 24-Nov-2022

To:  
LEKHANA M REDDY  
CMR University  
Bangalore

Dear LEKHANA M REDDY,

**SUBJECT: LETTER OF ENGAGEMENT AS A STUDENT TRAINEE**

With reference to the discussions that you (**you** or the **Trainee**) have had with **Torry Harris Business Solutions Private Limited** (the **Company** or **us**), the Company is pleased to inform you that you have been selected to undergo training in the Company as a Student Trainee on the following terms and conditions:

**1. NATURE OF ENGAGEMENT:**

You will be engaged as a Student Trainee in the field of software and IT services.

**2. DURATION OF INTERNSHIP:**

The duration of Internship will be for a period of 3 months, the dates will be shared on or before Dec 2022. Unless the Company extends the period of your Internship/training in writing, your Internship/training shall automatically stand terminated upon the expiry of the Internship/training period.

**3. STIPEND:**

During the Internship period, you will be paid a consolidated monthly Stipend of **Rs. 20,000 (Rupees Twenty Thousand Only)** per month and you shall not be entitled to any other remuneration of any sort.

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application and the information given at the time of interview, including the references given by you.

#### **5. OBLIGATION AND RESPONSIBILITIES:**

a) During the internship/training period, the Company expects you to undergo training in any department/section in which you are placed with high standard of initiative and efficiency.

b) The Trainee agrees and acknowledges that as a part of her/his internship program with the Company, the Trainee may be granted access to various kinds of Confidential Information. For the purposes of this letter, the term **Confidential Information** shall mean and include, without limitation, all knowledge or information concerning the Company, the Company's businesses, employment policies and practices, business requirements, customers, partners, service providers, Trainees, students, vendors, pricing, customer information, account information, business planning, business operations, administration, financials, marketing, sales, investment strategies, sales data, flow charts, projections, strategies, pricing information, information technology architectures and solutions and systems, inventions, patents, products, processes, methods, techniques, software, computer programs, computer systems, software devices, information about the design, methodology and documentation thereof, training manuals, plans, charts, lists, details, notes, files, letters, memoranda, reports, records, data, sketches, journals, copyrightable materials, trade secrets, usernames and passwords, educational content, and any records and repositories of all of the foregoing, in whatever form or medium, written or oral, printed documents, computer disks or tapes, whether machine or user readable, and this term shall include derivative works of the said Confidential Information.

c) The Trainee agrees and undertakes that:

- (i) shall not during the term of this Internship/training program or at any time thereafter, divulge or make use of any trade secrets,

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Confidential Information, or intellectual property of any kind concerning the business of the Company or any of their dealings, transactions and affairs or any information concerning any of their partners, or customers which s/he possesses or comes to possess during the term of her/his Internship/training program with the Company, or which s/he may make or discover during the said period and that s/he shall also use her/his best endeavours to prevent any other person from doing so.

- (ii) all data, documents, emails, papers, plans, drawings, photographs, reports, statements, correspondence, etc. and technical information, know-how and instructions as well as business details or commercial policies that pass to the Trainee or which come to her/his knowledge shall be treated as confidential and s/he shall be bound to keep secret all such confidential matters including papers and documents, computer floppies, USB drives, hard drives, CDs or other media containing the same and shall not disclose, communicate, reproduce or distribute the same or copies thereof to anyone except in the course of the rightful discharge of her/his duties towards the Company.
- (iii) shall not at any time after the termination of the Internship/training program in any way make known or divulge to any person, firm or body corporate any of the methods, systems or other information of any kind in relation to the affairs of the Company whether such information is or was acquired by the Trainee before commencement of her/his Internship/training program with the Company.
- (iv) ownership of, and all right, title, and interest in, all work product, improvements, developments, discoveries, proprietary information, trademarks, trade names, logos, art work, slogans,

know-how, processes, methods, trade secrets, source code, application development, designs, drawings, plans, business plans or models, blue prints (whether or not registrable and whether or not design rights subsist in them), utility models, works in which copyright may subsist (including computer software and preparatory and design materials thereof), inventions (whether patentable or not, and whether or not patent protection has been applied for or granted) and all other intellectual property throughout the world, in and for all languages, including but not limited to computer and human languages developed or created from time to time by or for the Company by the Trainee, whether before or after commencement of the Trainee's Internship/training with the Company (the **Intellectual Property**) shall vest in the Company.

- (v) the Trainee hereby transfers and assigns in favour of the Company, all rights, title and interest in and to all the Intellectual Property, together with the rights to sublicense or transfer any and all rights assigned hereunder to third parties, in perpetuity. The Trainee agrees that such assignment shall be perpetual, worldwide and royalty free.
- (vi) notwithstanding the provisions of Section 19(4) of the Copyright Act, 1957, such assignment in so far as it relates to copyrightable material shall not lapse nor the rights transferred therein revert to the Trainee, even if the Company does not exercise the rights under the assignment within a period of one year from the date of assignment. The Trainee further acknowledges and agrees that he shall waive any right to and shall not raise any objection or claims to the Copyright Board with respect to the assignment, pursuant to Section 19A of the Copyright Act, 1957. The Trainee also agrees to assist and

cooperate with the Company in perfecting the Company's rights in the Intellectual Property.

(vii) shall forthwith communicate to the Company and transfer to it the exclusive benefit of all inventions, discoveries and improvements which s/he may make or discover during the continuance of her/his engagement relating to the Company's trade or business and shall give full information as to the exact mode of working and usage of the same and also all such explanation and instructions, to the officers and workmen of the Company as may be necessary to enable them to work the same effectively and shall, at the expense of the Company, furnish it with all necessary plans, drawings and models.

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## **6. RELATIONSHIP BETWEEN THE PARTIES:**

a) The Company and the Trainee acknowledge and agree that the Company agreeing to allow the Trainee to participate in the Internship/ training program of the Company in terms of this letter does not create any relationship of employer and employee, nor principal and agent and under no circumstances is the Trainee to be considered the employee or agent of the Company. You agree and acknowledge that the Internship/training program of the Company is a voluntary programme for a fixed duration undertaken purely for educational

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#### **7. POSTING:**

During your Internship/training period, you are liable to be transferred or assigned to work in any division or department of the Company. You may also be required to undergo Internship/training in order to enable you to have hands on experience in various skills, you may be entrusted with different assignments and duties.

#### **8. MISCONDUCT:**

- a) In the event that you are found guilty any misconduct, you are liable to be disengaged without any notice or payment of stipend in lieu of notice.
- b) Notwithstanding the condition regarding written notice of termination, the Company shall have the right to terminate your Internship/ training without any notice or payment in lieu of notice, if any declaration given or information furnished by you to the Company is found to be false or if you are found to have willfully suppressed any material information.

## **9. TERMINATION:**

Notwithstanding anything contained herein, the Company reserves the right in its sole discretion, of terminating your engagement during the Internship/training period, without assigning any reasons, by giving 15 days' notice or payment of fifteen days' stipend in lieu of notice.

In the event of your remaining absent without leave or permission for more than three consecutive days (including remaining absent after the sanctioned leave period for a consecutive period of more than three days), you are liable to be treated as having abandoned the Internship/training, and the Company shall be entitled to terminate your engagement without any notice or payment of any stipend in lieu of notice.

## **10. AFTER COMPLETION/TERMINATION OF TRAINING:**

On completion/termination of training, you will immediately surrender to the Company all specifications, documents, literature, drawings, records etc., belonging to the Company or relating to its business and shall not take or retain any copies of the said items.

## **11. FUTURE EMPLOYMENT:**

In the event that you complete the training to the subjective satisfaction of the Company in its sole discretion, you will be appointed as **Associate Software Engineer Trainee** in the service of the Company with a **gross salary of Rs. 4,50,000 per annum**. In addition, you will also be entitled for a **performance linked pay of up to Rs. 50,000 (Rupees Fifty Thousand only) per annum**. You will be considered as a regular employee of the Company from the date you are absorbed in the employment of the Company. The period of Training will not be counted for the purpose of computing your tenure of service with the Company or for extending, any benefit that are otherwise available to the regular employees of the Company.



## **12. DATE OF COMMENCEMENT OF INTERSHIP/TRAINING:**

In case the above terms and conditions are acceptable to you, you are required to return the duplicate copy of this letter of engagement duly signed or an email acceptance within four days from the date of this letter. Your reporting date and time will be communicated later.

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Yours faithfully,

For **TORRY HARRIS BUSINESS SOLUTIONS PRIVATE LIMITED**

Shivdayal Charan  
Authorized Signatory

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**PLACE:**

**DATE:**

**(Signature of the Candidate)**

Date: 24-Nov-2022

To:  
M S RAHUL  
CMR University  
Bangalore

Dear M S RAHUL,

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Yours faithfully,

For **TORRY HARRIS BUSINESS SOLUTIONS PRIVATE LIMITED**

Shivdayal Charan  
Authorized Signatory

## **ENDORSEMENT**

I, accept the terms and conditions stipulated in the above letter of engagement.

**PLACE:**

**DATE:**

**(Signature of the Candidate)**

Date: 24-Nov-2022

To:

MAHAMMDARAFIK  
BHAIRWADAGI  
CMR University  
Bangalore

Dear MAHAMMDARAFIK BHAIRWADAGI,

**SUBJECT: LETTER OF ENGAGEMENT AS A STUDENT TRAINEE**

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#### **7. POSTING:**

During your Internship/training period, you are liable to be transferred or assigned to work in any division or department of the Company. You may also be required to undergo Internship/training in order to enable you to have hands on experience in various skills, you may be entrusted with different assignments and duties.

#### **8. MISCONDUCT:**

- a) In the event that you are found guilty any misconduct, you are liable to be disengaged without any notice or payment of stipend in lieu of notice.
- b) Notwithstanding the condition regarding written notice of termination, the Company shall have the right to terminate your Internship/ training without any notice or payment in lieu of notice, if any declaration given or information furnished by you to the Company is found to be false or if you are found to have willfully suppressed any material information.

## **9. TERMINATION:**

Notwithstanding anything contained herein, the Company reserves the right in its sole discretion, of terminating your engagement during the Internship/training period, without assigning any reasons, by giving 15 days' notice or payment of fifteen days' stipend in lieu of notice.

In the event of your remaining absent without leave or permission for more than three consecutive days (including remaining absent after the sanctioned leave period for a consecutive period of more than three days), you are liable to be treated as having abandoned the Internship/training, and the Company shall be entitled to terminate your engagement without any notice or payment of any stipend in lieu of notice.

## **10. AFTER COMPLETION/TERMINATION OF TRAINING:**

On completion/termination of training, you will immediately surrender to the Company all specifications, documents, literature, drawings, records etc., belonging to the Company or relating to its business and shall not take or retain any copies of the said items.

## **11. FUTURE EMPLOYMENT:**

In the event that you complete the training to the subjective satisfaction of the Company in its sole discretion, you will be appointed as **Associate Software Engineer Trainee** in the service of the Company with a **gross salary of Rs. 4,50,000 per annum**. In addition, you will also be entitled for a **performance linked pay of up to Rs. 50,000 (Rupees Fifty Thousand only) per annum**. You will be considered as a regular employee of the Company from the date you are absorbed in the employment of the Company. The period of Training will not be counted for the purpose of computing your tenure of service with the Company or for extending, any benefit that are otherwise available to the regular employees of the Company.

## **12. DATE OF COMMENCEMENT OF INTERSHIP/TRAINING:**

In case the above terms and conditions are acceptable to you, you are required to return the duplicate copy of this letter of engagement duly signed or an email acceptance within four days from the date of this letter. Your reporting date and time will be communicated later.

While reporting for training please bring

- 4 White background Passport size photographs
- 2 copies each of your certificates starting from 10<sup>th</sup> to the highest
- Provisional or course completion certificate (Engineering)
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The original certificates will be returned to you after verification.

After your successful completion of the training programme, and should the Company agree to employ you, you agree to be posted in any location where the Company is operating from. You agree that this could also include a unit in a Software Economic Zone (SEZ) location. This would be informed to you after the completion of your training.

We would like to take this opportunity to welcome you to the Company as a trainee. We hope that your training with us will be rewarding.

Yours faithfully,

For **TORRY HARRIS BUSINESS SOLUTIONS PRIVATE LIMITED**

Shivdayal Charan  
Authorized Signatory

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Strictly Confidential

## **ENDORSEMENT**

I, accept the terms and conditions stipulated in the above letter of engagement.

**PLACE:**

**DATE:**

**(Signature of the Candidate)**

Date: 24-Nov-2022

To:  
MARIA BENNY  
CMR University  
Bangalore

Dear MARIA BENNY,

**SUBJECT: LETTER OF ENGAGEMENT AS A STUDENT TRAINEE**

With reference to the discussions that you (**you** or the **Trainee**) have had with **Torry Harris Business Solutions Private Limited** (the **Company** or **us**), the Company is pleased to inform you that you have been selected to undergo training in the Company as a Student Trainee on the following terms and conditions:

**1. NATURE OF ENGAGEMENT:**

You will be engaged as a Student Trainee in the field of software and IT services.

**2. DURATION OF INTERNSHIP:**

The duration of Internship will be for a period of 3 months, the dates will be shared on or before Dec 2022. Unless the Company extends the period of your Internship/training in writing, your Internship/training shall automatically stand terminated upon the expiry of the Internship/training period.

**3. STIPEND:**

During the Internship period, you will be paid a consolidated monthly Stipend of **Rs. 20,000 (Rupees Twenty Thousand Only)** per month and you shall not be entitled to any other remuneration of any sort.

**4. VERIFICATION REPORT:**

Your engagement will be subject to receipt of satisfactory report with regard to verification of the particulars furnished by you in your

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application and the information given at the time of interview, including the references given by you.

#### **5. OBLIGATION AND RESPONSIBILITIES:**

a) During the internship/training period, the Company expects you to undergo training in any department/section in which you are placed with high standard of initiative and efficiency.

b) The Trainee agrees and acknowledges that as a part of her/his internship program with the Company, the Trainee may be granted access to various kinds of Confidential Information. For the purposes of this letter, the term **Confidential Information** shall mean and include, without limitation, all knowledge or information concerning the Company, the Company's businesses, employment policies and practices, business requirements, customers, partners, service providers, Trainees, students, vendors, pricing, customer information, account information, business planning, business operations, administration, financials, marketing, sales, investment strategies, sales data, flow charts, projections, strategies, pricing information, information technology architectures and solutions and systems, inventions, patents, products, processes, methods, techniques, software, computer programs, computer systems, software devices, information about the design, methodology and documentation thereof, training manuals, plans, charts, lists, details, notes, files, letters, memoranda, reports, records, data, sketches, journals, copyrightable materials, trade secrets, usernames and passwords, educational content, and any records and repositories of all of the foregoing, in whatever form or medium, written or oral, printed documents, computer disks or tapes, whether machine or user readable, and this term shall include derivative works of the said Confidential Information.

c) The Trainee agrees and undertakes that:

- (i) shall not during the term of this Internship/training program or at any time thereafter, divulge or make use of any trade secrets,

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Confidential Information, or intellectual property of any kind concerning the business of the Company or any of their dealings, transactions and affairs or any information concerning any of their partners, or customers which s/he possesses or comes to possess during the term of her/his Internship/training program with the Company, or which s/he may make or discover during the said period and that s/he shall also use her/his best endeavours to prevent any other person from doing so.

- (ii) all data, documents, emails, papers, plans, drawings, photographs, reports, statements, correspondence, etc. and technical information, know-how and instructions as well as business details or commercial policies that pass to the Trainee or which come to her/his knowledge shall be treated as confidential and s/he shall be bound to keep secret all such confidential matters including papers and documents, computer floppies, USB drives, hard drives, CDs or other media containing the same and shall not disclose, communicate, reproduce or distribute the same or copies thereof to anyone except in the course of the rightful discharge of her/his duties towards the Company.
- (iii) shall not at any time after the termination of the Internship/training program in any way make known or divulge to any person, firm or body corporate any of the methods, systems or other information of any kind in relation to the affairs of the Company whether such information is or was acquired by the Trainee before commencement of her/his Internship/training program with the Company.
- (iv) ownership of, and all right, title, and interest in, all work product, improvements, developments, discoveries, proprietary information, trademarks, trade names, logos, art work, slogans,



know-how, processes, methods, trade secrets, source code, application development, designs, drawings, plans, business plans or models, blue prints (whether or not registrable and whether or not design rights subsist in them), utility models, works in which copyright may subsist (including computer software and preparatory and design materials thereof), inventions (whether patentable or not, and whether or not patent protection has been applied for or granted) and all other intellectual property throughout the world, in and for all languages, including but not limited to computer and human languages developed or created from time to time by or for the Company by the Trainee, whether before or after commencement of the Trainee's Internship/training with the Company (the **Intellectual Property**) shall vest in the Company.

- (v) the Trainee hereby transfers and assigns in favour of the Company, all rights, title and interest in and to all the Intellectual Property, together with the rights to sublicense or transfer any and all rights assigned hereunder to third parties, in perpetuity. The Trainee agrees that such assignment shall be perpetual, worldwide and royalty free.
- (vi) notwithstanding the provisions of Section 19(4) of the Copyright Act, 1957, such assignment in so far as it relates to copyrightable material shall not lapse nor the rights transferred therein revert to the Trainee, even if the Company does not exercise the rights under the assignment within a period of one year from the date of assignment. The Trainee further acknowledges and agrees that he shall waive any right to and shall not raise any objection or claims to the Copyright Board with respect to the assignment, pursuant to Section 19A of the Copyright Act, 1957. The Trainee also agrees to assist and

cooperate with the Company in perfecting the Company's rights in the Intellectual Property.

(vii) shall forthwith communicate to the Company and transfer to it the exclusive benefit of all inventions, discoveries and improvements which s/he may make or discover during the continuance of her/his engagement relating to the Company's trade or business and shall give full information as to the exact mode of working and usage of the same and also all such explanation and instructions, to the officers and workmen of the Company as may be necessary to enable them to work the same effectively and shall, at the expense of the Company, furnish it with all necessary plans, drawings and models.

(viii) shall, whenever requested so to do by the Company whether during or after the termination of this letter, at the cost of the Company execute and sign any and all applications, assignments and other instruments which the Company may deem necessary or advisable in order to apply for and to obtain letters, patent, design, registration or other forms of protection for the aforesaid improvements, inventions and discoveries in such countries as the Company may direct and to vest in the Company the whole, right, title and interest therein.

## **6. RELATIONSHIP BETWEEN THE PARTIES:**

a) The Company and the Trainee acknowledge and agree that the Company agreeing to allow the Trainee to participate in the Internship/ training program of the Company in terms of this letter does not create any relationship of employer and employee, nor principal and agent and under no circumstances is the Trainee to be considered the employee or agent of the Company. You agree and acknowledge that the Internship/training program of the Company is a voluntary programme for a fixed duration undertaken purely for educational

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purposes and with a view to evaluating whether you can be employed at a future date, in the sole discretion of the Company.

- b) The Trainee undertakes to perform in terms of this letter as an independent contractor for the purpose of providing services to the Company and the Trainee shall have no right or authority to assume or claim any obligation of any kind, expressed or implied, nor to accept or to take any monies on orders obtained, nor to bind the Company in any way whatsoever, nor to hold itself out as an agent, employee or officer of the Company to any third party. The Trainee shall make no representation, undertaking or warranty concerning the Company's products and services.

#### **7. POSTING:**

During your Internship/training period, you are liable to be transferred or assigned to work in any division or department of the Company. You may also be required to undergo Internship/training in order to enable you to have hands on experience in various skills, you may be entrusted with different assignments and duties.

#### **8. MISCONDUCT:**

- a) In the event that you are found guilty any misconduct, you are liable to be disengaged without any notice or payment of stipend in lieu of notice.
- b) Notwithstanding the condition regarding written notice of termination, the Company shall have the right to terminate your Internship/ training without any notice or payment in lieu of notice, if any declaration given or information furnished by you to the Company is found to be false or if you are found to have willfully suppressed any material information.

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We would like to take this opportunity to welcome you to the Company as a trainee. We hope that your training with us will be rewarding.

Yours faithfully,

For **TORRY HARRIS BUSINESS SOLUTIONS PRIVATE LIMITED**

Shivdayal Charan  
Authorized Signatory

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Strictly Confidential

## **ENDORSEMENT**

I, accept the terms and conditions stipulated in the above letter of engagement.

**PLACE:**

**DATE:**

**(Signature of the Candidate)**

Date: 24-Nov-2022

To:  
NAMRATHA S  
CMR University  
Bangalore

Dear NAMRATHA S,

**SUBJECT: LETTER OF ENGAGEMENT AS A STUDENT TRAINEE**

With reference to the discussions that you (**you** or the **Trainee**) have had with **Torry Harris Business Solutions Private Limited** (the **Company** or **us**), the Company is pleased to inform you that you have been selected to undergo training in the Company as a Student Trainee on the following terms and conditions:

**1. NATURE OF ENGAGEMENT:**

You will be engaged as a Student Trainee in the field of software and IT services.

**2. DURATION OF INTERNSHIP:**

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**3. STIPEND:**

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**4. VERIFICATION REPORT:**

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application and the information given at the time of interview, including the references given by you.

#### **5. OBLIGATION AND RESPONSIBILITIES:**

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b) The Trainee agrees and acknowledges that as a part of her/his internship program with the Company, the Trainee may be granted access to various kinds of Confidential Information. For the purposes of this letter, the term **Confidential Information** shall mean and include, without limitation, all knowledge or information concerning the Company, the Company's businesses, employment policies and practices, business requirements, customers, partners, service providers, Trainees, students, vendors, pricing, customer information, account information, business planning, business operations, administration, financials, marketing, sales, investment strategies, sales data, flow charts, projections, strategies, pricing information, information technology architectures and solutions and systems, inventions, patents, products, processes, methods, techniques, software, computer programs, computer systems, software devices, information about the design, methodology and documentation thereof, training manuals, plans, charts, lists, details, notes, files, letters, memoranda, reports, records, data, sketches, journals, copyrightable materials, trade secrets, usernames and passwords, educational content, and any records and repositories of all of the foregoing, in whatever form or medium, written or oral, printed documents, computer disks or tapes, whether machine or user readable, and this term shall include derivative works of the said Confidential Information.

c) The Trainee agrees and undertakes that:

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- (iii) shall not at any time after the termination of the Internship/training program in any way make known or divulge to any person, firm or body corporate any of the methods, systems or other information of any kind in relation to the affairs of the Company whether such information is or was acquired by the Trainee before commencement of her/his Internship/training program with the Company.
- (iv) ownership of, and all right, title, and interest in, all work product, improvements, developments, discoveries, proprietary information, trademarks, trade names, logos, art work, slogans,

know-how, processes, methods, trade secrets, source code, application development, designs, drawings, plans, business plans or models, blue prints (whether or not registrable and whether or not design rights subsist in them), utility models, works in which copyright may subsist (including computer software and preparatory and design materials thereof), inventions (whether patentable or not, and whether or not patent protection has been applied for or granted) and all other intellectual property throughout the world, in and for all languages, including but not limited to computer and human languages developed or created from time to time by or for the Company by the Trainee, whether before or after commencement of the Trainee's Internship/training with the Company (the **Intellectual Property**) shall vest in the Company.

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We would like to take this opportunity to welcome you to the Company as a trainee. We hope that your training with us will be rewarding.

Yours faithfully,

For **TORRY HARRIS BUSINESS SOLUTIONS PRIVATE LIMITED**

Shivdayal Charan  
Authorized Signatory

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Strictly Confidential

## **ENDORSEMENT**

I, accept the terms and conditions stipulated in the above letter of engagement.

**PLACE:**

**DATE:**

**(Signature of the Candidate)**

Date: 24-Nov-2022

To:  
NAVEEN KUMAR R  
CMR University  
Bangalore

Dear NAVEEN KUMAR R,

**SUBJECT: LETTER OF ENGAGEMENT AS A STUDENT TRAINEE**

With reference to the discussions that you (**you** or the **Trainee**) have had with **Torry Harris Business Solutions Private Limited** (the **Company** or **us**), the Company is pleased to inform you that you have been selected to undergo training in the Company as a Student Trainee on the following terms and conditions:

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**4. VERIFICATION REPORT:**

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application and the information given at the time of interview, including the references given by you.

#### **5. OBLIGATION AND RESPONSIBILITIES:**

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b) The Trainee agrees and acknowledges that as a part of her/his internship program with the Company, the Trainee may be granted access to various kinds of Confidential Information. For the purposes of this letter, the term **Confidential Information** shall mean and include, without limitation, all knowledge or information concerning the Company, the Company's businesses, employment policies and practices, business requirements, customers, partners, service providers, Trainees, students, vendors, pricing, customer information, account information, business planning, business operations, administration, financials, marketing, sales, investment strategies, sales data, flow charts, projections, strategies, pricing information, information technology architectures and solutions and systems, inventions, patents, products, processes, methods, techniques, software, computer programs, computer systems, software devices, information about the design, methodology and documentation thereof, training manuals, plans, charts, lists, details, notes, files, letters, memoranda, reports, records, data, sketches, journals, copyrightable materials, trade secrets, usernames and passwords, educational content, and any records and repositories of all of the foregoing, in whatever form or medium, written or oral, printed documents, computer disks or tapes, whether machine or user readable, and this term shall include derivative works of the said Confidential Information.

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- (iii) shall not at any time after the termination of the Internship/training program in any way make known or divulge to any person, firm or body corporate any of the methods, systems or other information of any kind in relation to the affairs of the Company whether such information is or was acquired by the Trainee before commencement of her/his Internship/training program with the Company.
- (iv) ownership of, and all right, title, and interest in, all work product, improvements, developments, discoveries, proprietary information, trademarks, trade names, logos, art work, slogans,

know-how, processes, methods, trade secrets, source code, application development, designs, drawings, plans, business plans or models, blue prints (whether or not registrable and whether or not design rights subsist in them), utility models, works in which copyright may subsist (including computer software and preparatory and design materials thereof), inventions (whether patentable or not, and whether or not patent protection has been applied for or granted) and all other intellectual property throughout the world, in and for all languages, including but not limited to computer and human languages developed or created from time to time by or for the Company by the Trainee, whether before or after commencement of the Trainee's Internship/training with the Company (the **Intellectual Property**) shall vest in the Company.

- (v) the Trainee hereby transfers and assigns in favour of the Company, all rights, title and interest in and to all the Intellectual Property, together with the rights to sublicense or transfer any and all rights assigned hereunder to third parties, in perpetuity. The Trainee agrees that such assignment shall be perpetual, worldwide and royalty free.
- (vi) notwithstanding the provisions of Section 19(4) of the Copyright Act, 1957, such assignment in so far as it relates to copyrightable material shall not lapse nor the rights transferred therein revert to the Trainee, even if the Company does not exercise the rights under the assignment within a period of one year from the date of assignment. The Trainee further acknowledges and agrees that he shall waive any right to and shall not raise any objection or claims to the Copyright Board with respect to the assignment, pursuant to Section 19A of the Copyright Act, 1957. The Trainee also agrees to assist and

cooperate with the Company in perfecting the Company's rights in the Intellectual Property.

(vii) shall forthwith communicate to the Company and transfer to it the exclusive benefit of all inventions, discoveries and improvements which s/he may make or discover during the continuance of her/his engagement relating to the Company's trade or business and shall give full information as to the exact mode of working and usage of the same and also all such explanation and instructions, to the officers and workmen of the Company as may be necessary to enable them to work the same effectively and shall, at the expense of the Company, furnish it with all necessary plans, drawings and models.

(viii) shall, whenever requested so to do by the Company whether during or after the termination of this letter, at the cost of the Company execute and sign any and all applications, assignments and other instruments which the Company may deem necessary or advisable in order to apply for and to obtain letters, patent, design, registration or other forms of protection for the aforesaid improvements, inventions and discoveries in such countries as the Company may direct and to vest in the Company the whole, right, title and interest therein.

## **6. RELATIONSHIP BETWEEN THE PARTIES:**

a) The Company and the Trainee acknowledge and agree that the Company agreeing to allow the Trainee to participate in the Internship/ training program of the Company in terms of this letter does not create any relationship of employer and employee, nor principal and agent and under no circumstances is the Trainee to be considered the employee or agent of the Company. You agree and acknowledge that the Internship/training program of the Company is a voluntary programme for a fixed duration undertaken purely for educational

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purposes and with a view to evaluating whether you can be employed at a future date, in the sole discretion of the Company.

- b) The Trainee undertakes to perform in terms of this letter as an independent contractor for the purpose of providing services to the Company and the Trainee shall have no right or authority to assume or claim any obligation of any kind, expressed or implied, nor to accept or to take any monies on orders obtained, nor to bind the Company in any way whatsoever, nor to hold itself out as an agent, employee or officer of the Company to any third party. The Trainee shall make no representation, undertaking or warranty concerning the Company's products and services.

#### **7. POSTING:**

During your Internship/training period, you are liable to be transferred or assigned to work in any division or department of the Company. You may also be required to undergo Internship/training in order to enable you to have hands on experience in various skills, you may be entrusted with different assignments and duties.

#### **8. MISCONDUCT:**

- a) In the event that you are found guilty any misconduct, you are liable to be disengaged without any notice or payment of stipend in lieu of notice.
- b) Notwithstanding the condition regarding written notice of termination, the Company shall have the right to terminate your Internship/ training without any notice or payment in lieu of notice, if any declaration given or information furnished by you to the Company is found to be false or if you are found to have willfully suppressed any material information.

## **9. TERMINATION:**

Notwithstanding anything contained herein, the Company reserves the right in its sole discretion, of terminating your engagement during the Internship/training period, without assigning any reasons, by giving 15 days' notice or payment of fifteen days' stipend in lieu of notice.

In the event of your remaining absent without leave or permission for more than three consecutive days (including remaining absent after the sanctioned leave period for a consecutive period of more than three days), you are liable to be treated as having abandoned the Internship/training, and the Company shall be entitled to terminate your engagement without any notice or payment of any stipend in lieu of notice.

## **10. AFTER COMPLETION/TERMINATION OF TRAINING:**

On completion/termination of training, you will immediately surrender to the Company all specifications, documents, literature, drawings, records etc., belonging to the Company or relating to its business and shall not take or retain any copies of the said items.

## **11. FUTURE EMPLOYMENT:**

In the event that you complete the training to the subjective satisfaction of the Company in its sole discretion, you will be appointed as **Associate Software Engineer Trainee** in the service of the Company with a **gross salary of Rs. 4,50,000 per annum**. In addition, you will also be entitled for a **performance linked pay of up to Rs. 50,000 (Rupees Fifty Thousand only) per annum**. You will be considered as a regular employee of the Company from the date you are absorbed in the employment of the Company. The period of Training will not be counted for the purpose of computing your tenure of service with the Company or for extending, any benefit that are otherwise available to the regular employees of the Company.

## **12. DATE OF COMMENCEMENT OF INTERSHIP/TRAINING:**

In case the above terms and conditions are acceptable to you, you are required to return the duplicate copy of this letter of engagement duly signed or an email acceptance within four days from the date of this letter. Your reporting date and time will be communicated later.

While reporting for training please bring

- 4 White background Passport size photographs
- 2 copies each of your certificates starting from 10<sup>th</sup> to the highest
- Provisional or course completion certificate (Engineering)
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The original certificates will be returned to you after verification.

After your successful completion of the training programme, and should the Company agree to employ you, you agree to be posted in any location where the Company is operating from. You agree that this could also include a unit in a Software Economic Zone (SEZ) location. This would be informed to you after the completion of your training.

We would like to take this opportunity to welcome you to the Company as a trainee. We hope that your training with us will be rewarding.

Yours faithfully,

For **TORRY HARRIS BUSINESS SOLUTIONS PRIVATE LIMITED**

Shivdayal Charan  
Authorized Signatory

## **ENDORSEMENT**

I, accept the terms and conditions stipulated in the above letter of engagement.

**PLACE:**

**DATE:**

**(Signature of the Candidate)**



Date: 24-Nov-2022

To:  
NAZISH HUSSAIN  
CMR University  
Bangalore

Dear NAZISH HUSSAIN,

**SUBJECT: LETTER OF ENGAGEMENT AS A STUDENT TRAINEE**

With reference to the discussions that you (**you** or the **Trainee**) have had with **Torry Harris Business Solutions Private Limited** (the **Company** or **us**), the Company is pleased to inform you that you have been selected to undergo training in the Company as a Student Trainee on the following terms and conditions:

**1. NATURE OF ENGAGEMENT:**

You will be engaged as a Student Trainee in the field of software and IT services.

**2. DURATION OF INTERNSHIP:**

The duration of Internship will be for a period of 3 months, the dates will be shared on or before Dec 2022. Unless the Company extends the period of your Internship/training in writing, your Internship/training shall automatically stand terminated upon the expiry of the Internship/training period.

**3. STIPEND:**

During the Internship period, you will be paid a consolidated monthly Stipend of **Rs. 20,000 (Rupees Twenty Thousand Only)** per month and you shall not be entitled to any other remuneration of any sort.

**4. VERIFICATION REPORT:**

Your engagement will be subject to receipt of satisfactory report with regard to verification of the particulars furnished by you in your

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application and the information given at the time of interview, including the references given by you.

#### **5. OBLIGATION AND RESPONSIBILITIES:**

a) During the internship/training period, the Company expects you to undergo training in any department/section in which you are placed with high standard of initiative and efficiency.

b) The Trainee agrees and acknowledges that as a part of her/his internship program with the Company, the Trainee may be granted access to various kinds of Confidential Information. For the purposes of this letter, the term **Confidential Information** shall mean and include, without limitation, all knowledge or information concerning the Company, the Company's businesses, employment policies and practices, business requirements, customers, partners, service providers, Trainees, students, vendors, pricing, customer information, account information, business planning, business operations, administration, financials, marketing, sales, investment strategies, sales data, flow charts, projections, strategies, pricing information, information technology architectures and solutions and systems, inventions, patents, products, processes, methods, techniques, software, computer programs, computer systems, software devices, information about the design, methodology and documentation thereof, training manuals, plans, charts, lists, details, notes, files, letters, memoranda, reports, records, data, sketches, journals, copyrightable materials, trade secrets, usernames and passwords, educational content, and any records and repositories of all of the foregoing, in whatever form or medium, written or oral, printed documents, computer disks or tapes, whether machine or user readable, and this term shall include derivative works of the said Confidential Information.

c) The Trainee agrees and undertakes that:

- (i) shall not during the term of this Internship/training program or at any time thereafter, divulge or make use of any trade secrets,

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Confidential Information, or intellectual property of any kind concerning the business of the Company or any of their dealings, transactions and affairs or any information concerning any of their partners, or customers which s/he possesses or comes to possess during the term of her/his Internship/training program with the Company, or which s/he may make or discover during the said period and that s/he shall also use her/his best endeavours to prevent any other person from doing so.

- (ii) all data, documents, emails, papers, plans, drawings, photographs, reports, statements, correspondence, etc. and technical information, know-how and instructions as well as business details or commercial policies that pass to the Trainee or which come to her/his knowledge shall be treated as confidential and s/he shall be bound to keep secret all such confidential matters including papers and documents, computer floppies, USB drives, hard drives, CDs or other media containing the same and shall not disclose, communicate, reproduce or distribute the same or copies thereof to anyone except in the course of the rightful discharge of her/his duties towards the Company.
- (iii) shall not at any time after the termination of the Internship/training program in any way make known or divulge to any person, firm or body corporate any of the methods, systems or other information of any kind in relation to the affairs of the Company whether such information is or was acquired by the Trainee before commencement of her/his Internship/training program with the Company.
- (iv) ownership of, and all right, title, and interest in, all work product, improvements, developments, discoveries, proprietary information, trademarks, trade names, logos, art work, slogans,

know-how, processes, methods, trade secrets, source code, application development, designs, drawings, plans, business plans or models, blue prints (whether or not registrable and whether or not design rights subsist in them), utility models, works in which copyright may subsist (including computer software and preparatory and design materials thereof), inventions (whether patentable or not, and whether or not patent protection has been applied for or granted) and all other intellectual property throughout the world, in and for all languages, including but not limited to computer and human languages developed or created from time to time by or for the Company by the Trainee, whether before or after commencement of the Trainee's Internship/training with the Company (the **Intellectual Property**) shall vest in the Company.

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We would like to take this opportunity to welcome you to the Company as a trainee. We hope that your training with us will be rewarding.

Yours faithfully,

For **TORRY HARRIS BUSINESS SOLUTIONS PRIVATE LIMITED**

Shivdayal Charan  
Authorized Signatory

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## **ENDORSEMENT**

I, accept the terms and conditions stipulated in the above letter of engagement.

**PLACE:**

**DATE:**

**(Signature of the Candidate)**

Date: 24-Nov-2022

To:  
NEKA R GOWDA  
CMR University  
Bangalore

Dear NEKA R GOWDA,

**SUBJECT: LETTER OF ENGAGEMENT AS A STUDENT TRAINEE**

With reference to the discussions that you (**you** or the **Trainee**) have had with **Torry Harris Business Solutions Private Limited** (the **Company** or **us**), the Company is pleased to inform you that you have been selected to undergo training in the Company as a Student Trainee on the following terms and conditions:

**1. NATURE OF ENGAGEMENT:**

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**2. DURATION OF INTERNSHIP:**

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**3. STIPEND:**

During the Internship period, you will be paid a consolidated monthly Stipend of **Rs. 20,000 (Rupees Twenty Thousand Only)** per month and you shall not be entitled to any other remuneration of any sort.

**4. VERIFICATION REPORT:**

Your engagement will be subject to receipt of satisfactory report with regard to verification of the particulars furnished by you in your

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application and the information given at the time of interview, including the references given by you.

#### **5. OBLIGATION AND RESPONSIBILITIES:**

a) During the internship/training period, the Company expects you to undergo training in any department/section in which you are placed with high standard of initiative and efficiency.

b) The Trainee agrees and acknowledges that as a part of her/his internship program with the Company, the Trainee may be granted access to various kinds of Confidential Information. For the purposes of this letter, the term **Confidential Information** shall mean and include, without limitation, all knowledge or information concerning the Company, the Company's businesses, employment policies and practices, business requirements, customers, partners, service providers, Trainees, students, vendors, pricing, customer information, account information, business planning, business operations, administration, financials, marketing, sales, investment strategies, sales data, flow charts, projections, strategies, pricing information, information technology architectures and solutions and systems, inventions, patents, products, processes, methods, techniques, software, computer programs, computer systems, software devices, information about the design, methodology and documentation thereof, training manuals, plans, charts, lists, details, notes, files, letters, memoranda, reports, records, data, sketches, journals, copyrightable materials, trade secrets, usernames and passwords, educational content, and any records and repositories of all of the foregoing, in whatever form or medium, written or oral, printed documents, computer disks or tapes, whether machine or user readable, and this term shall include derivative works of the said Confidential Information.

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We would like to take this opportunity to welcome you to the Company as a trainee. We hope that your training with us will be rewarding.

Yours faithfully,

For **TORRY HARRIS BUSINESS SOLUTIONS PRIVATE LIMITED**

Shivdayal Charan  
Authorized Signatory

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## **ENDORSEMENT**

I, accept the terms and conditions stipulated in the above letter of engagement.

**PLACE:**

**DATE:**

**(Signature of the Candidate)**



Date: 24-Nov-2022

To:  
POOJITHA.S  
CMR University  
Bangalore

Dear POOJITHA.S,

**SUBJECT: LETTER OF ENGAGEMENT AS A STUDENT TRAINEE**

With reference to the discussions that you (**you or the Trainee**) have had with **Torry Harris Business Solutions Private Limited** (the **Company or us**), the Company is pleased to inform you that you have been selected to undergo training in the Company as a Student Trainee on the following terms and conditions:

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Your engagement will be subject to receipt of satisfactory report with

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regard to verification of the particulars furnished by you in your

application and the information given at the time of interview, including the references given by you.

#### **5. OBLIGATION AND RESPONSIBILITIES:**

a) During the internship/training period, the Company expects you to undergo training in any department/section in which you are placed with high standard of initiative and efficiency.

b) The Trainee agrees and acknowledges that as a part of her/his internship program with the Company, the Trainee may be granted access to various kinds of Confidential Information. For the purposes of this letter, the term **Confidential Information** shall mean and include, without limitation, all knowledge or information concerning the Company, the Company's businesses, employment policies and practices, business requirements, customers, partners, service providers, Trainees, students, vendors, pricing, customer information, account information, business planning, business operations, administration, financials, marketing, sales, investment strategies, sales data, flow charts, projections, strategies, pricing information, information technology architectures and solutions and systems, inventions, patents, products, processes, methods, techniques, software, computer programs, computer systems, software devices, information about the design, methodology and documentation thereof, training manuals, plans, charts, lists, details, notes, files, letters, memoranda, reports, records, data, sketches, journals, copyrightable materials, trade secrets, usernames and passwords, educational content, and any records and repositories of all of the foregoing, in whatever form or medium, written or oral, printed documents, computer disks or tapes, whether machine or user readable, and this term shall include derivative works of the said Confidential Information.

c) The Trainee agrees and undertakes that:

- (i) shall not during the term of this Internship/training program or at any time thereafter, divulge or make use of any trade secrets,

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Strictly Confidential

Confidential Information, or intellectual property of any kind concerning the business of the Company or any of their dealings, transactions and affairs or any information concerning any of their partners, or customers which s/he possesses or comes to possess during the term of her/his Internship/training program with the Company, or which s/he may make or discover during the said period and that s/he shall also use her/his best endeavours to prevent any other person from doing so.

- (ii) all data, documents, emails, papers, plans, drawings, photographs, reports, statements, correspondence, etc. and technical information, know-how and instructions as well as business details or commercial policies that pass to the Trainee or which come to her/his knowledge shall be treated as confidential and s/he shall be bound to keep secret all such confidential matters including papers and documents, computer floppies, USB drives, hard drives, CDs or other media containing the same and shall not disclose, communicate, reproduce or distribute the same or copies thereof to anyone except in the course of the rightful discharge of her/his duties towards the Company.
- (iii) shall not at any time after the termination of the Internship/training program in any way make known or divulge to any person, firm or body corporate any of the methods, systems or other information of any kind in relation to the affairs of the Company whether such information is or was acquired by the Trainee before commencement of her/his Internship/training program with the Company.
- (iv) ownership of, and all right, title, and interest in, all work product, improvements, developments, discoveries, proprietary information, trademarks, trade names, logos, art work, slogans,

know-how, processes, methods, trade secrets, source code, application development, designs, drawings, plans, business plans or models, blue prints (whether or not registrable and whether or not design rights subsist in them), utility models, works in which copyright may subsist (including computer software and preparatory and design materials thereof), inventions (whether patentable or not, and whether or not patent protection has been applied for or granted) and all other intellectual property throughout the world, in and for all languages, including but not limited to computer and human languages developed or created from time to time by or for the Company by the Trainee, whether before or after commencement of the Trainee's Internship/training with the Company (the **Intellectual Property**) shall vest in the Company.

- (v) the Trainee hereby transfers and assigns in favour of the Company, all rights, title and interest in and to all the Intellectual Property, together with the rights to sublicense or transfer any and all rights assigned hereunder to third parties, in perpetuity. The Trainee agrees that such assignment shall be perpetual, worldwide and royalty free.
- (vi) notwithstanding the provisions of Section 19(4) of the Copyright Act, 1957, such assignment in so far as it relates to copyrightable material shall not lapse nor the rights transferred therein revert to the Trainee, even if the Company does not exercise the rights under the assignment within a period of one year from the date of assignment. The Trainee further acknowledges and agrees that he shall waive any right to and shall not raise any objection or claims to the Copyright Board with respect to the assignment, pursuant to Section 19A of the Copyright Act, 1957. The Trainee also agrees to assist and

cooperate with the Company in perfecting the Company's rights in the Intellectual Property.

(vii) shall forthwith communicate to the Company and transfer to it the exclusive benefit of all inventions, discoveries and improvements which s/he may make or discover during the continuance of her/his engagement relating to the Company's trade or business and shall give full information as to the exact mode of working and usage of the same and also all such explanation and instructions, to the officers and workmen of the Company as may be necessary to enable them to work the same effectively and shall, at the expense of the Company, furnish it with all necessary plans, drawings and models.

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## **6. RELATIONSHIP BETWEEN THE PARTIES:**

a) The Company and the Trainee acknowledge and agree that the Company agreeing to allow the Trainee to participate in the Internship/ training program of the Company in terms of this letter does not create any relationship of employer and employee, nor principal and agent and under no circumstances is the Trainee to be considered the employee or agent of the Company. You agree and acknowledge that the Internship/training program of the Company is a voluntary programme for a fixed duration undertaken purely for educational

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purposes and with a view to evaluating whether you can be employed at a future date, in the sole discretion of the Company.

- b) The Trainee undertakes to perform in terms of this letter as an independent contractor for the purpose of providing services to the Company and the Trainee shall have no right or authority to assume or claim any obligation of any kind, expressed or implied, nor to accept or to take any monies on orders obtained, nor to bind the Company in any way whatsoever, nor to hold itself out as an agent, employee or officer of the Company to any third party. The Trainee shall make no representation, undertaking or warranty concerning the Company's products and services.

#### **7. POSTING:**

During your Internship/training period, you are liable to be transferred or assigned to work in any division or department of the Company. You may also be required to undergo Internship/training in order to enable you to have hands on experience in various skills, you may be entrusted with different assignments and duties.

#### **8. MISCONDUCT:**

- a) In the event that you are found guilty any misconduct, you are liable to be disengaged without any notice or payment of stipend in lieu of notice.
- b) Notwithstanding the condition regarding written notice of termination, the Company shall have the right to terminate your Internship/ training without any notice or payment in lieu of notice, if any declaration given or information furnished by you to the Company is found to be false or if you are found to have willfully suppressed any material information.

## **9. TERMINATION:**

Notwithstanding anything contained herein, the Company reserves the right in its sole discretion, of terminating your engagement during the Internship/training period, without assigning any reasons, by giving 15 days' notice or payment of fifteen days' stipend in lieu of notice.

In the event of your remaining absent without leave or permission for more than three consecutive days (including remaining absent after the sanctioned leave period for a consecutive period of more than three days), you are liable to be treated as having abandoned the Internship/training, and the Company shall be entitled to terminate your engagement without any notice or payment of any stipend in lieu of notice.

## **10. AFTER COMPLETION/TERMINATION OF TRAINING:**

On completion/termination of training, you will immediately surrender to the Company all specifications, documents, literature, drawings, records etc., belonging to the Company or relating to its business and shall not take or retain any copies of the said items.

## **11. FUTURE EMPLOYMENT:**

In the event that you complete the training to the subjective satisfaction of the Company in its sole discretion, you will be appointed as **Associate Software Engineer Trainee** in the service of the Company with a **gross salary of Rs. 4,50,000 per annum**. In addition, you will also be entitled for a **performance linked pay of up to Rs. 50,000 (Rupees Fifty Thousand only) per annum**. You will be considered as a regular employee of the Company from the date you are absorbed in the employment of the Company. The period of Training will not be counted for the purpose of computing your tenure of service with the Company or for extending, any benefit that are otherwise available to the regular employees of the Company.

## **12. DATE OF COMMENCEMENT OF INTERSHIP/TRAINING:**

In case the above terms and conditions are acceptable to you, you are required to return the duplicate copy of this letter of engagement duly signed or an email acceptance within four days from the date of this letter. Your reporting date and time will be communicated later.

While reporting for training please bring

- 4 White background Passport size photographs
- 2 copies each of your certificates starting from 10<sup>th</sup> to the highest
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The original certificates will be returned to you after verification.

After your successful completion of the training programme, and should the Company agree to employ you, you agree to be posted in any location where the Company is operating from. You agree that this could also include a unit in a Software Economic Zone (SEZ) location. This would be informed to you after the completion of your training.

We would like to take this opportunity to welcome you to the Company as a trainee. We hope that your training with us will be rewarding.

Yours faithfully,

For **TORRY HARRIS BUSINESS SOLUTIONS PRIVATE LIMITED**

Shivdayal Charan  
Authorized Signatory

## **ENDORSEMENT**

I, accept the terms and conditions stipulated in the above letter of engagement.

**PLACE:**

**DATE:**

**(Signature of the Candidate)**

Date: 24-Nov-2022

To:  
PRATHIK K V  
CMR University  
Bangalore

Dear PRATHIK K V,

**SUBJECT: LETTER OF ENGAGEMENT AS A STUDENT TRAINEE**

With reference to the discussions that you (**you** or the **Trainee**) have had with **Torry Harris Business Solutions Private Limited** (the **Company** or **us**), the Company is pleased to inform you that you have been selected to undergo training in the Company as a Student Trainee on the following terms and conditions:

**1. NATURE OF ENGAGEMENT:**

You will be engaged as a Student Trainee in the field of software and IT services.

**2. DURATION OF INTERNSHIP:**

The duration of Internship will be for a period of 3 months, the dates will be shared on or before Dec 2022. Unless the Company extends the period of your Internship/training in writing, your Internship/training shall automatically stand terminated upon the expiry of the Internship/training period.

**3. STIPEND:**

During the Internship period, you will be paid a consolidated monthly Stipend of **Rs. 20,000 (Rupees Twenty Thousand Only)** per month and you shall not be entitled to any other remuneration of any sort.

**4. VERIFICATION REPORT:**

Your engagement will be subject to receipt of satisfactory report with regard to verification of the particulars furnished by you in your

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b) The Trainee agrees and acknowledges that as a part of her/his internship program with the Company, the Trainee may be granted access to various kinds of Confidential Information. For the purposes of this letter, the term **Confidential Information** shall mean and include, without limitation, all knowledge or information concerning the Company, the Company's businesses, employment policies and practices, business requirements, customers, partners, service providers, Trainees, students, vendors, pricing, customer information, account information, business planning, business operations, administration, financials, marketing, sales, investment strategies, sales data, flow charts, projections, strategies, pricing information, information technology architectures and solutions and systems, inventions, patents, products, processes, methods, techniques, software, computer programs, computer systems, software devices, information about the design, methodology and documentation thereof, training manuals, plans, charts, lists, details, notes, files, letters, memoranda, reports, records, data, sketches, journals, copyrightable materials, trade secrets, usernames and passwords, educational content, and any records and repositories of all of the foregoing, in whatever form or medium, written or oral, printed documents, computer disks or tapes, whether machine or user readable, and this term shall include derivative works of the said Confidential Information.

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- (iii) shall not at any time after the termination of the Internship/training program in any way make known or divulge to any person, firm or body corporate any of the methods, systems or other information of any kind in relation to the affairs of the Company whether such information is or was acquired by the Trainee before commencement of her/his Internship/training program with the Company.
- (iv) ownership of, and all right, title, and interest in, all work product, improvements, developments, discoveries, proprietary information, trademarks, trade names, logos, art work, slogans,

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We would like to take this opportunity to welcome you to the Company as a trainee. We hope that your training with us will be rewarding.

Yours faithfully,

For **TORRY HARRIS BUSINESS SOLUTIONS PRIVATE LIMITED**

Shivdayal Charan  
Authorized Signatory

## **ENDORSEMENT**

I, accept the terms and conditions stipulated in the above letter of engagement.

**PLACE:**

**DATE:**

**(Signature of the Candidate)**

Date: 24-Nov-2022

To:  
RISHABH JAIN  
CMR University  
Bangalore

Dear RISHABH JAIN,

**SUBJECT: LETTER OF ENGAGEMENT AS A STUDENT TRAINEE**

With reference to the discussions that you (**you** or the **Trainee**) have had with **Torry Harris Business Solutions Private Limited** (the **Company** or **us**), the Company is pleased to inform you that you have been selected to undergo training in the Company as a Student Trainee on the following terms and conditions:

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**3. STIPEND:**

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**4. VERIFICATION REPORT:**

Your engagement will be subject to receipt of satisfactory report with regard to verification of the particulars furnished by you in your

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We would like to take this opportunity to welcome you to the Company as a trainee. We hope that your training with us will be rewarding.

Yours faithfully,

For **TORRY HARRIS BUSINESS SOLUTIONS PRIVATE LIMITED**

Shivdayal Charan  
Authorized Signatory

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Strictly Confidential

## **ENDORSEMENT**

I, accept the terms and conditions stipulated in the above letter of engagement.

**PLACE:**

**DATE:**

**(Signature of the Candidate)**

Date: 24-Nov-2022

To:  
SHRI SHYLA S  
CMR University  
Bangalore

Dear SHRI SHYLA S,

**SUBJECT: LETTER OF ENGAGEMENT AS A STUDENT TRAINEE**

With reference to the discussions that you (**you** or the **Trainee**) have had with **Torry Harris Business Solutions Private Limited** (the **Company** or **us**), the Company is pleased to inform you that you have been selected to undergo training in the Company as a Student Trainee on the following terms and conditions:

**1. NATURE OF ENGAGEMENT:**

You will be engaged as a Student Trainee in the field of software and IT services.

**2. DURATION OF INTERNSHIP:**

The duration of Internship will be for a period of 3 months, the dates will be shared on or before Dec 2022. Unless the Company extends the period of your Internship/training in writing, your Internship/training shall automatically stand terminated upon the expiry of the Internship/training period.

**3. STIPEND:**

During the Internship period, you will be paid a consolidated monthly Stipend of **Rs. 20,000 (Rupees Twenty Thousand Only)** per month and you shall not be entitled to any other remuneration of any sort.

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Your engagement will be subject to receipt of satisfactory report with regard to verification of the particulars furnished by you in your

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application and the information given at the time of interview, including the references given by you.

#### **5. OBLIGATION AND RESPONSIBILITIES:**

a) During the internship/training period, the Company expects you to undergo training in any department/section in which you are placed with high standard of initiative and efficiency.

b) The Trainee agrees and acknowledges that as a part of her/his internship program with the Company, the Trainee may be granted access to various kinds of Confidential Information. For the purposes of this letter, the term **Confidential Information** shall mean and include, without limitation, all knowledge or information concerning the Company, the Company's businesses, employment policies and practices, business requirements, customers, partners, service providers, Trainees, students, vendors, pricing, customer information, account information, business planning, business operations, administration, financials, marketing, sales, investment strategies, sales data, flow charts, projections, strategies, pricing information, information technology architectures and solutions and systems, inventions, patents, products, processes, methods, techniques, software, computer programs, computer systems, software devices, information about the design, methodology and documentation thereof, training manuals, plans, charts, lists, details, notes, files, letters, memoranda, reports, records, data, sketches, journals, copyrightable materials, trade secrets, usernames and passwords, educational content, and any records and repositories of all of the foregoing, in whatever form or medium, written or oral, printed documents, computer disks or tapes, whether machine or user readable, and this term shall include derivative works of the said Confidential Information.

c) The Trainee agrees and undertakes that:

- (i) shall not during the term of this Internship/training program or at any time thereafter, divulge or make use of any trade secrets,

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Confidential Information, or intellectual property of any kind concerning the business of the Company or any of their dealings, transactions and affairs or any information concerning any of their partners, or customers which s/he possesses or comes to possess during the term of her/his Internship/training program with the Company, or which s/he may make or discover during the said period and that s/he shall also use her/his best endeavours to prevent any other person from doing so.

- (ii) all data, documents, emails, papers, plans, drawings, photographs, reports, statements, correspondence, etc. and technical information, know-how and instructions as well as business details or commercial policies that pass to the Trainee or which come to her/his knowledge shall be treated as confidential and s/he shall be bound to keep secret all such confidential matters including papers and documents, computer floppies, USB drives, hard drives, CDs or other media containing the same and shall not disclose, communicate, reproduce or distribute the same or copies thereof to anyone except in the course of the rightful discharge of her/his duties towards the Company.
- (iii) shall not at any time after the termination of the Internship/training program in any way make known or divulge to any person, firm or body corporate any of the methods, systems or other information of any kind in relation to the affairs of the Company whether such information is or was acquired by the Trainee before commencement of her/his Internship/training program with the Company.
- (iv) ownership of, and all right, title, and interest in, all work product, improvements, developments, discoveries, proprietary information, trademarks, trade names, logos, art work, slogans,

know-how, processes, methods, trade secrets, source code, application development, designs, drawings, plans, business plans or models, blue prints (whether or not registrable and whether or not design rights subsist in them), utility models, works in which copyright may subsist (including computer software and preparatory and design materials thereof), inventions (whether patentable or not, and whether or not patent protection has been applied for or granted) and all other intellectual property throughout the world, in and for all languages, including but not limited to computer and human languages developed or created from time to time by or for the Company by the Trainee, whether before or after commencement of the Trainee's Internship/training with the Company (the **Intellectual Property**) shall vest in the Company.

- (v) the Trainee hereby transfers and assigns in favour of the Company, all rights, title and interest in and to all the Intellectual Property, together with the rights to sublicense or transfer any and all rights assigned hereunder to third parties, in perpetuity. The Trainee agrees that such assignment shall be perpetual, worldwide and royalty free.
- (vi) notwithstanding the provisions of Section 19(4) of the Copyright Act, 1957, such assignment in so far as it relates to copyrightable material shall not lapse nor the rights transferred therein revert to the Trainee, even if the Company does not exercise the rights under the assignment within a period of one year from the date of assignment. The Trainee further acknowledges and agrees that he shall waive any right to and shall not raise any objection or claims to the Copyright Board with respect to the assignment, pursuant to Section 19A of the Copyright Act, 1957. The Trainee also agrees to assist and

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(vii) shall forthwith communicate to the Company and transfer to it the exclusive benefit of all inventions, discoveries and improvements which s/he may make or discover during the continuance of her/his engagement relating to the Company's trade or business and shall give full information as to the exact mode of working and usage of the same and also all such explanation and instructions, to the officers and workmen of the Company as may be necessary to enable them to work the same effectively and shall, at the expense of the Company, furnish it with all necessary plans, drawings and models.

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## **6. RELATIONSHIP BETWEEN THE PARTIES:**

a) The Company and the Trainee acknowledge and agree that the Company agreeing to allow the Trainee to participate in the Internship/ training program of the Company in terms of this letter does not create any relationship of employer and employee, nor principal and agent and under no circumstances is the Trainee to be considered the employee or agent of the Company. You agree and acknowledge that the Internship/training program of the Company is a voluntary programme for a fixed duration undertaken purely for educational

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purposes and with a view to evaluating whether you can be employed at a future date, in the sole discretion of the Company.

- b) The Trainee undertakes to perform in terms of this letter as an independent contractor for the purpose of providing services to the Company and the Trainee shall have no right or authority to assume or claim any obligation of any kind, expressed or implied, nor to accept or to take any monies on orders obtained, nor to bind the Company in any way whatsoever, nor to hold itself out as an agent, employee or officer of the Company to any third party. The Trainee shall make no representation, undertaking or warranty concerning the Company's products and services.

#### **7. POSTING:**

During your Internship/training period, you are liable to be transferred or assigned to work in any division or department of the Company. You may also be required to undergo Internship/training in order to enable you to have hands on experience in various skills, you may be entrusted with different assignments and duties.

#### **8. MISCONDUCT:**

- a) In the event that you are found guilty any misconduct, you are liable to be disengaged without any notice or payment of stipend in lieu of notice.
- b) Notwithstanding the condition regarding written notice of termination, the Company shall have the right to terminate your Internship/ training without any notice or payment in lieu of notice, if any declaration given or information furnished by you to the Company is found to be false or if you are found to have willfully suppressed any material information.

## **9. TERMINATION:**

Notwithstanding anything contained herein, the Company reserves the right in its sole discretion, of terminating your engagement during the Internship/training period, without assigning any reasons, by giving 15 days' notice or payment of fifteen days' stipend in lieu of notice.

In the event of your remaining absent without leave or permission for more than three consecutive days (including remaining absent after the sanctioned leave period for a consecutive period of more than three days), you are liable to be treated as having abandoned the Internship/training, and the Company shall be entitled to terminate your engagement without any notice or payment of any stipend in lieu of notice.

## **10. AFTER COMPLETION/TERMINATION OF TRAINING:**

On completion/termination of training, you will immediately surrender to the Company all specifications, documents, literature, drawings, records etc., belonging to the Company or relating to its business and shall not take or retain any copies of the said items.

## **11. FUTURE EMPLOYMENT:**

In the event that you complete the training to the subjective satisfaction of the Company in its sole discretion, you will be appointed as **Associate Software Engineer Trainee** in the service of the Company with a **gross salary of Rs. 4,50,000 per annum**. In addition, you will also be entitled for a **performance linked pay of up to Rs. 50,000 (Rupees Fifty Thousand only) per annum**. You will be considered as a regular employee of the Company from the date you are absorbed in the employment of the Company. The period of Training will not be counted for the purpose of computing your tenure of service with the Company or for extending, any benefit that are otherwise available to the regular employees of the Company.

## **12. DATE OF COMMENCEMENT OF INTERSHIP/TRAINING:**

In case the above terms and conditions are acceptable to you, you are required to return the duplicate copy of this letter of engagement duly signed or an email acceptance within four days from the date of this letter. Your reporting date and time will be communicated later.

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Yours faithfully,

For **TORRY HARRIS BUSINESS SOLUTIONS PRIVATE LIMITED**

Shivdayal Charan  
Authorized Signatory

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I, accept the terms and conditions stipulated in the above letter of engagement.

**PLACE:**

**DATE:**

**(Signature of the Candidate)**

Date: 24-Nov-2022

To:  
TANUJA S  
CMR University  
Bangalore

Dear TANUJA S,

**SUBJECT: LETTER OF ENGAGEMENT AS A STUDENT TRAINEE**

With reference to the discussions that you (**you** or the **Trainee**) have had with **Torry Harris Business Solutions Private Limited** (the **Company** or **us**), the Company is pleased to inform you that you have been selected to undergo training in the Company as a Student Trainee on the following terms and conditions:

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Yours faithfully,

For **TORRY HARRIS BUSINESS SOLUTIONS PRIVATE LIMITED**

Shivdayal Charan  
Authorized Signatory

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## **ENDORSEMENT**

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**PLACE:**

**DATE:**

**(Signature of the Candidate)**



Date: 24-Nov-2022

To:  
UDAYA R  
CMR University  
Bangalore

Dear UDAYA R,

**SUBJECT: LETTER OF ENGAGEMENT AS A STUDENT TRAINEE**

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- b) The Trainee undertakes to perform in terms of this letter as an independent contractor for the purpose of providing services to the Company and the Trainee shall have no right or authority to assume or claim any obligation of any kind, expressed or implied, nor to accept or to take any monies on orders obtained, nor to bind the Company in any way whatsoever, nor to hold itself out as an agent, employee or officer of the Company to any third party. The Trainee shall make no representation, undertaking or warranty concerning the Company's products and services.

#### **7. POSTING:**

During your Internship/training period, you are liable to be transferred or assigned to work in any division or department of the Company. You may also be required to undergo Internship/training in order to enable you to have hands on experience in various skills, you may be entrusted with different assignments and duties.

#### **8. MISCONDUCT:**

- a) In the event that you are found guilty any misconduct, you are liable to be disengaged without any notice or payment of stipend in lieu of notice.
- b) Notwithstanding the condition regarding written notice of termination, the Company shall have the right to terminate your Internship/ training without any notice or payment in lieu of notice, if any declaration given or information furnished by you to the Company is found to be false or if you are found to have willfully suppressed any material information.

## **9. TERMINATION:**

Notwithstanding anything contained herein, the Company reserves the right in its sole discretion, of terminating your engagement during the Internship/training period, without assigning any reasons, by giving 15 days' notice or payment of fifteen days' stipend in lieu of notice.

In the event of your remaining absent without leave or permission for more than three consecutive days (including remaining absent after the sanctioned leave period for a consecutive period of more than three days), you are liable to be treated as having abandoned the Internship/training, and the Company shall be entitled to terminate your engagement without any notice or payment of any stipend in lieu of notice.

## **10. AFTER COMPLETION/TERMINATION OF TRAINING:**

On completion/termination of training, you will immediately surrender to the Company all specifications, documents, literature, drawings, records etc., belonging to the Company or relating to its business and shall not take or retain any copies of the said items.

## **11. FUTURE EMPLOYMENT:**

In the event that you complete the training to the subjective satisfaction of the Company in its sole discretion, you will be appointed as **Associate Software Engineer Trainee** in the service of the Company with a **gross salary of Rs. 4,50,000 per annum**. In addition, you will also be entitled for a **performance linked pay of up to Rs. 50,000 (Rupees Fifty Thousand only) per annum**. You will be considered as a regular employee of the Company from the date you are absorbed in the employment of the Company. The period of Training will not be counted for the purpose of computing your tenure of service with the Company or for extending, any benefit that are otherwise available to the regular employees of the Company.

## **12. DATE OF COMMENCEMENT OF INTERSHIP/TRAINING:**

In case the above terms and conditions are acceptable to you, you are required to return the duplicate copy of this letter of engagement duly signed or an email acceptance within four days from the date of this letter. Your reporting date and time will be communicated later.

While reporting for training please bring

- 4 White background Passport size photographs
- 2 copies each of your certificates starting from 10<sup>th</sup> to the highest
- Provisional or course completion certificate (Engineering)
- Fitness certificate from any registered practitioner (Original)
- Address proof copy (Passport, Voters ID, Driving License, or UID)

The original certificates will be returned to you after verification.

After your successful completion of the training programme, and should the Company agree to employ you, you agree to be posted in any location where the Company is operating from. You agree that this could also include a unit in a Software Economic Zone (SEZ) location. This would be informed to you after the completion of your training.

We would like to take this opportunity to welcome you to the Company as a trainee. We hope that your training with us will be rewarding.

Yours faithfully,

For **TORRY HARRIS BUSINESS SOLUTIONS PRIVATE LIMITED**

Shivdayal Charan  
Authorized Signatory

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## **ENDORSEMENT**

I, accept the terms and conditions stipulated in the above letter of engagement.

**PLACE:**

**DATE:**

**(Signature of the Candidate)**

Date: 24-Nov-2022

To:  
YOGENDRA KUMAR  
NALAJALA  
CMR University  
Bangalore

Dear YOGENDRA KUMAR NALAJALA,

**SUBJECT: LETTER OF ENGAGEMENT AS A STUDENT TRAINEE**

With reference to the discussions that you (**you** or the **Trainee**) have had with **Torry Harris Business Solutions Private Limited** (the **Company** or **us**), the Company is pleased to inform you that you have been selected to undergo training in the Company as a Student Trainee on the following terms and conditions:

**1. NATURE OF ENGAGEMENT:**

You will be engaged as a Student Trainee in the field of software and IT services.

**2. DURATION OF INTERNSHIP:**

The duration of Internship will be for a period of 3 months, the dates will be shared on or before Dec 2022. Unless the Company extends the period of your Internship/training in writing, your Internship/training shall automatically stand terminated upon the expiry of the Internship/training period.

**3. STIPEND:**

During the Internship period, you will be paid a consolidated monthly Stipend of **Rs. 20,000 (Rupees Twenty Thousand Only)** per month and you shall not be entitled to any other remuneration of any sort.

**4. VERIFICATION REPORT:**

Your engagement will be subject to receipt of satisfactory report with

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regard to verification of the particulars furnished by you in your

application and the information given at the time of interview, including the references given by you.

#### **5. OBLIGATION AND RESPONSIBILITIES:**

a) During the internship/training period, the Company expects you to undergo training in any department/section in which you are placed with high standard of initiative and efficiency.

b) The Trainee agrees and acknowledges that as a part of her/his internship program with the Company, the Trainee may be granted access to various kinds of Confidential Information. For the purposes of this letter, the term **Confidential Information** shall mean and include, without limitation, all knowledge or information concerning the Company, the Company's businesses, employment policies and practices, business requirements, customers, partners, service providers, Trainees, students, vendors, pricing, customer information, account information, business planning, business operations, administration, financials, marketing, sales, investment strategies, sales data, flow charts, projections, strategies, pricing information, information technology architectures and solutions and systems, inventions, patents, products, processes, methods, techniques, software, computer programs, computer systems, software devices, information about the design, methodology and documentation thereof, training manuals, plans, charts, lists, details, notes, files, letters, memoranda, reports, records, data, sketches, journals, copyrightable materials, trade secrets, usernames and passwords, educational content, and any records and repositories of all of the foregoing, in whatever form or medium, written or oral, printed documents, computer disks or tapes, whether machine or user readable, and this term shall include derivative works of the said Confidential Information.

c) The Trainee agrees and undertakes that:

- (i) shall not during the term of this Internship/training program or at any time thereafter, divulge or make use of any trade secrets,

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Confidential Information, or intellectual property of any kind concerning the business of the Company or any of their dealings, transactions and affairs or any information concerning any of their partners, or customers which s/he possesses or comes to possess during the term of her/his Internship/training program with the Company, or which s/he may make or discover during the said period and that s/he shall also use her/his best endeavours to prevent any other person from doing so.

- (ii) all data, documents, emails, papers, plans, drawings, photographs, reports, statements, correspondence, etc. and technical information, know-how and instructions as well as business details or commercial policies that pass to the Trainee or which come to her/his knowledge shall be treated as confidential and s/he shall be bound to keep secret all such confidential matters including papers and documents, computer floppies, USB drives, hard drives, CDs or other media containing the same and shall not disclose, communicate, reproduce or distribute the same or copies thereof to anyone except in the course of the rightful discharge of her/his duties towards the Company.
- (iii) shall not at any time after the termination of the Internship/training program in any way make known or divulge to any person, firm or body corporate any of the methods, systems or other information of any kind in relation to the affairs of the Company whether such information is or was acquired by the Trainee before commencement of her/his Internship/training program with the Company.
- (iv) ownership of, and all right, title, and interest in, all work product, improvements, developments, discoveries, proprietary information, trademarks, trade names, logos, art work, slogans,

know-how, processes, methods, trade secrets, source code, application development, designs, drawings, plans, business plans or models, blue prints (whether or not registrable and whether or not design rights subsist in them), utility models, works in which copyright may subsist (including computer software and preparatory and design materials thereof), inventions (whether patentable or not, and whether or not patent protection has been applied for or granted) and all other intellectual property throughout the world, in and for all languages, including but not limited to computer and human languages developed or created from time to time by or for the Company by the Trainee, whether before or after commencement of the Trainee's Internship/training with the Company (the **Intellectual Property**) shall vest in the Company.

- (v) the Trainee hereby transfers and assigns in favour of the Company, all rights, title and interest in and to all the Intellectual Property, together with the rights to sublicense or transfer any and all rights assigned hereunder to third parties, in perpetuity. The Trainee agrees that such assignment shall be perpetual, worldwide and royalty free.
- (vi) notwithstanding the provisions of Section 19(4) of the Copyright Act, 1957, such assignment in so far as it relates to copyrightable material shall not lapse nor the rights transferred therein revert to the Trainee, even if the Company does not exercise the rights under the assignment within a period of one year from the date of assignment. The Trainee further acknowledges and agrees that he shall waive any right to and shall not raise any objection or claims to the Copyright Board with respect to the assignment, pursuant to Section 19A of the Copyright Act, 1957. The Trainee also agrees to assist and

cooperate with the Company in perfecting the Company's rights in the Intellectual Property.

(vii) shall forthwith communicate to the Company and transfer to it the exclusive benefit of all inventions, discoveries and improvements which s/he may make or discover during the continuance of her/his engagement relating to the Company's trade or business and shall give full information as to the exact mode of working and usage of the same and also all such explanation and instructions, to the officers and workmen of the Company as may be necessary to enable them to work the same effectively and shall, at the expense of the Company, furnish it with all necessary plans, drawings and models.

(viii) shall, whenever requested so to do by the Company whether during or after the termination of this letter, at the cost of the Company execute and sign any and all applications, assignments and other instruments which the Company may deem necessary or advisable in order to apply for and to obtain letters, patent, design, registration or other forms of protection for the aforesaid improvements, inventions and discoveries in such countries as the Company may direct and to vest in the Company the whole, right, title and interest therein.

## **6. RELATIONSHIP BETWEEN THE PARTIES:**

a) The Company and the Trainee acknowledge and agree that the Company agreeing to allow the Trainee to participate in the Internship/ training program of the Company in terms of this letter does not create any relationship of employer and employee, nor principal and agent and under no circumstances is the Trainee to be considered the employee or agent of the Company. You agree and acknowledge that the Internship/training program of the Company is a voluntary programme for a fixed duration undertaken purely for educational

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purposes and with a view to evaluating whether you can be employed at a future date, in the sole discretion of the Company.

- b) The Trainee undertakes to perform in terms of this letter as an independent contractor for the purpose of providing services to the Company and the Trainee shall have no right or authority to assume or claim any obligation of any kind, expressed or implied, nor to accept or to take any monies on orders obtained, nor to bind the Company in any way whatsoever, nor to hold itself out as an agent, employee or officer of the Company to any third party. The Trainee shall make no representation, undertaking or warranty concerning the Company's products and services.

#### **7. POSTING:**

During your Internship/training period, you are liable to be transferred or assigned to work in any division or department of the Company. You may also be required to undergo Internship/training in order to enable you to have hands on experience in various skills, you may be entrusted with different assignments and duties.

#### **8. MISCONDUCT:**

- a) In the event that you are found guilty any misconduct, you are liable to be disengaged without any notice or payment of stipend in lieu of notice.
- b) Notwithstanding the condition regarding written notice of termination, the Company shall have the right to terminate your Internship/ training without any notice or payment in lieu of notice, if any declaration given or information furnished by you to the Company is found to be false or if you are found to have willfully suppressed any material information.



## **9. TERMINATION:**

Notwithstanding anything contained herein, the Company reserves the right in its sole discretion, of terminating your engagement during the Internship/training period, without assigning any reasons, by giving 15 days' notice or payment of fifteen days' stipend in lieu of notice.

In the event of your remaining absent without leave or permission for more than three consecutive days (including remaining absent after the sanctioned leave period for a consecutive period of more than three days), you are liable to be treated as having abandoned the Internship/training, and the Company shall be entitled to terminate your engagement without any notice or payment of any stipend in lieu of notice.

## **10. AFTER COMPLETION/TERMINATION OF TRAINING:**

On completion/termination of training, you will immediately surrender to the Company all specifications, documents, literature, drawings, records etc., belonging to the Company or relating to its business and shall not take or retain any copies of the said items.

## **11. FUTURE EMPLOYMENT:**

In the event that you complete the training to the subjective satisfaction of the Company in its sole discretion, you will be appointed as **Associate Software Engineer Trainee** in the service of the Company with a **gross salary of Rs. 4,50,000 per annum**. In addition, you will also be entitled for a **performance linked pay of up to Rs. 50,000 (Rupees Fifty Thousand only) per annum**. You will be considered as a regular employee of the Company from the date you are absorbed in the employment of the Company. The period of Training will not be counted for the purpose of computing your tenure of service with the Company or for extending, any benefit that are otherwise available to the regular employees of the Company.

## **12. DATE OF COMMENCEMENT OF INTERSHIP/TRAINING:**

In case the above terms and conditions are acceptable to you, you are required to return the duplicate copy of this letter of engagement duly signed or an email acceptance within four days from the date of this letter. Your reporting date and time will be communicated later.

While reporting for training please bring

- 4 White background Passport size photographs
- 2 copies each of your certificates starting from 10<sup>th</sup> to the highest
- Provisional or course completion certificate (Engineering)
- Fitness certificate from any registered practitioner (Original)
- Address proof copy (Passport, Voters ID, Driving License, or UID)

The original certificates will be returned to you after verification.

After your successful completion of the training programme, and should the Company agree to employ you, you agree to be posted in any location where the Company is operating from. You agree that this could also include a unit in a Software Economic Zone (SEZ) location. This would be informed to you after the completion of your training.

We would like to take this opportunity to welcome you to the Company as a trainee. We hope that your training with us will be rewarding.

Yours faithfully,

For **TORRY HARRIS BUSINESS SOLUTIONS PRIVATE LIMITED**

Shivdayal Charan  
Authorized Signatory

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## **ENDORSEMENT**

I, accept the terms and conditions stipulated in the above letter of engagement.

**PLACE:**

**DATE:**

**(Signature of the Candidate)**

**Tredence Analytics Solutions Pvt Ltd.**

Sattva Knowledge Court, 2<sup>nd</sup> Floor, Wing B, Doddenakkundi, I Phase, Industrial Area,  
Doddenakkundi Village, K.R. Puram, Hobli  
Bengaluru, Karnataka – 560048

16 May 2022  
Bengaluru

**Subject: Offer Letter**

Dear SHARON CORRIE,

Congratulations!

On behalf of Tredence Analytics Solutions Private Limited, (herein after called as “Company” or “Tredence”), we are pleased to extend the offer of employment to you on the following terms and conditions. You undertake, commit, agree and covenant that these terms and conditions shall continue to be operative notwithstanding any changes in your designation, position and location.

Terms and Conditions:

**Appointment**

**Position & Location**

: Your designation will be **Analyst (Level-I)** and title **Analyst - Data Science**

You will work from our office located at 2nd Floor, Wing B, Doddennakkundi, 1 Phase, Industrial Area, Doddennakkundi Village, K.R.Puram, Hobli Bengaluru, Karnataka 560048– at present and shall be required to travel per the requirement of the Company as per the Company’s applicable policies.

During the term of employment, you will perform such duties as may be assigned to you from time to time and will follow all directions given by the company's management and will adhere to directions of your superior.

**Commencement Date**

: Your joining date as mutually agreed is **04 September 2023**

**Probationary Period**

: You will be required to serve a probationary period of six months. Your performance will be formally reviewed at the end of the period. Your probationary period may be extended if deemed necessary by the management. During the probation period, either party may terminate the employment by giving prior notice of sixty days.

**Total Compensation**

Annual Remuneration Package : You are eligible for a total compensation package of **INR 1200000 Only**. The compensation offered to you is described in detail in 'Annexure 1: Remuneration' annexed to this Offer.

Performance Appraisal : The appraisal cycle at Tredence is annual – from January to December of every calendar year. For the first year you will be eligible for the appraisal only after completion of 12 months of employment. Thereafter you will be aligned to the subsequent annual appraisal cycle at Tredence.

Variable Pay : Variable pay will be prorated and will be based on both Company performance and individual performance payable post the first appraisal cycle on completion of 12 months. If you quit or will be serving notice period before the payout date, you will not be eligible for any variable pay.

**Intellectual property of previous employer(s)**

: The Company has extended this offer to you based upon your general knowledge, background, experience and skills and abilities and not because of your knowledge of your current employer's or any previous employer's trade secrets or other company specific information. As a condition of your engagement at the Company, you agree not to disclose or use confidential information or proprietary information or any trade secrets of any current or prior employer.

In this regard, you should be extremely careful not to bring to the Company any documents or other materials in any form belonging to or acquired from any current or previous employer. Further you shall not divulge trade secrets of the Company or any other proprietary information which in any way detrimental to interests of Company. In the event of breach of this provision, at Company's sole discretion, your employment might be terminated immediately, and you will be held liable for the loss suffered by the Company.

The Company will require you to execute a separate agreement for protection of confidentiality, IP rights, non-compete and non-solicitation.

In the event you are bound by any agreement/s or obligation/s that inhabits your ability to use your skills at the Company, you are

duty bound to reveal this to the Company prior to accepting this offer.

**Conflict of Interest**

: You shall not engage either directly or indirectly either full time or part time, elsewhere in any job, profession, association or business of any nature, in any capacity, for remuneration or not, over and above the legitimate work with the Company on working days, or on holidays or when on leave without obtaining the Company management's prior permission in writing.

**Other information**

- :
  - You should always keep your records updated and informed to the Company, such as your phone numbers, addresses, etc. You are solely responsible for filing returns of your personal income tax.
  - In the event of your continuous illness for a period of three (3) months or more, provided where proper notice of same has not been provided and other regulations (if any) followed during such three (3) months, your services may be terminated without any notice or relief thereof.
  - In the case you remain absent from duties for seven or more continuous days or remain on leave without any proper authorization then it shall be presumed that you ended your employment with the Company without notice and in such an event you will lose your lien on the employment and your accounts will be settled immediately without notice.
  - In case you are subject to any disciplinary action as per the law, Company policies and standing orders applicable to you. During the disciplinary proceedings you will not be entitled to any salary or allowance till the proceedings are concluded. If proceedings confirms that you are not guilty such pending salary shall be credited to you in subsequent pay cycle.

**Termination**

Company reserves right to terminate your services without notice or salary in lieu thereof for reasons including but not limited to misconduct, negligence of duty, disloyalty, dishonesty, insubordination, misrepresentation, indiscipline, disobedience, breach of non-disclosure of agreement, irregular attendance, poor performance, or any act detrimental to the interest of the Company.

**Confidentiality**

You shall neither during continuance of your employment with Company nor thereafter shall directly or indirectly divulge any confidential information relating to Company and/or its clients without prior consent of the Company.

**Non-Solicit**

During your employment and for one year thereafter, you shall not solicit any employee or associate of Company to leave Company for any reason. Further you shall directly or indirectly, solicit or deal with any individuals, companies, or organizations who are or were clients of Company during your employment.

**Non-Compete**

You shall not indulge directly or indirectly in business similar to Tredence and/or in competition with Tredence either solely or in collaboration during your employment with Tredence and for five years after termination of your employment with Tredence.

You agree that you shall perform all the duties and undertake responsibilities within the mandate of the workplace and office policies of the Company, as modified from time to time, at the sole discretion of the Company.

This offer is subject to your background verification of such as academic, employment, salary history etc. The Company reserves all the rights to cancel this Offer if any relevant information provided by you is found false or misrepresenting.. In such a contingency, you shall be liable to be discharged forthwith.

Please confirm your acceptance of the above-mentioned terms and conditions by signing a copy of this Offer Letter.

This offer is valid for two days from the date of this letter.

We look forward to welcoming you to Tredence Analytics Solutions Private Limited.

For Tredence Analytics Solutions Private Limited,



**Rekh6 N6ir**  
**Senior Director – Human Resources**

**Acceptance**

I accept above mentioned terms and conditions.

|                   |               |
|-------------------|---------------|
| <b>Signature:</b> |               |
| <b>Name:</b>      | SHARON CORRIE |
| <b>Date:</b>      | 17-05-2022    |
| <b>Place:</b>     | Bangalore     |



**Affixure 1: Remuneration**

|                                         |                                                                                                                                                               |
|-----------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Name</b>                             | <b>K Kirthik Reddy</b>                                                                                                                                        |
| <b>Designation</b>                      | <b>Analyst – Data Science</b>                                                                                                                                 |
| <b>Component</b>                        | <b>Affix (INR)</b>                                                                                                                                            |
| <b>Basic Salary</b>                     | <b>2,88,960</b>                                                                                                                                               |
| <b>HRA</b>                              | <b>1,15,584</b>                                                                                                                                               |
| <b>Special Allowance</b>                | <b>3,17,856</b>                                                                                                                                               |
| <b>Gross (A)</b>                        | <b>7,22,400</b>                                                                                                                                               |
| <b>Statutory Contributions (PF) (B)</b> | <b>21,600</b>                                                                                                                                                 |
| <b>Gross with statutory (A+B)</b>       | <b>7,44,000</b>                                                                                                                                               |
| <b>Variable Pay (C)</b>                 | <b>56,000</b>                                                                                                                                                 |
| <b>Total Affix CTC (A+B+C)</b>          | <b>8,00,000</b>                                                                                                                                               |
| <b>Gratuity</b>                         | You are entitled for gratuity on completion of 5 years of employment with us per the applicable laws.                                                         |
| <b>Insurance</b>                        | Premium paid by the Company for life and accidental insurance for Self and Medical Insurance for Self + 5 dependents (including Spouse, Children and Parents) |

**Note:**

- A. You will have an opportunity of earnings up to **INR 12,00,000\*** as a Total Cash Component, detailed under “Additional Compensation” below.\* The payment of Additional Compensation will be **subject to your continuous employment with Tredence for period** of 18 months. You will not be eligible in the event you resign, or you are serving a notice at the time of pay out. All the components are managed under the various policies & guidelines of the Company.
- B. Additionally, statutory deductions such as Income Tax, Employee Contributions towards EPF, Professional Tax, ESI, etc. will be deducted as per the applicable laws.

**Additional Compensation:**

**Sign on Bonus:** You are entitled to an additional amount as one-time Sign on Bonus of INR 2,00,000 subject to completion of 12 months of your continuous employment with Tredence. The Sign on Bonus is paid out in 13<sup>th</sup> month and this will not be considered as a part of your Total Annual CTC and will not be considered at the time of Performance Appraisal.

**Performance Linked Pay:** You will be eligible for a one-time Performance Linked Pay of up to INR 2,00,000 subject to completion of 18 months of your continuous employment with Tredence. This is managed under the guidelines of company's performance and variable pay policy and shall be depended on your Performance Appraisal Rating.

**Relocation:** You are entitled to relocation expenses of INR 10,000 for transportation of goods. Additionally, the Company shall arrange the travel & accommodation facilities for up to two-weeks. In the event of you being requested by the Company to manage your travel and accommodation, Company will reimburse the pre-approved cost.

The reimbursement can be initiated with the original bills/invoices which needs to be submitted by you to the Company for the claim process. You shall refund the total relocation amount in the event you resign, or you are serving a notice period before completing 1 (one) year from the joining date with an exception to end of the employment by Tredence due to role redundancy. In the event you fail to refund the said amounts, Tredence is authorized to adjusted or set-off the same from your full and final settlement.

**Tredence Analytics Solutions Pvt Ltd.**

Sattva Knowledge Court, 2<sup>nd</sup> Floor, Wing B, Doddenakkundi, I Phase, Industrial Area,  
Doddenakkundi Village, K.R. Puram, Hobli  
Bengaluru, Karnataka – 560048

16 May 2022  
Bengaluru

**Subject: Offer Letter**

Dear SHRADDHA SHRIDHAR NAIK,

Congratulations!

On behalf of Tredence Analytics Solutions Private Limited, (herein after called as “Company” or “Tredence”), we are pleased to extend the offer of employment to you on the following terms and conditions. You undertake, commit, agree and covenant that these terms and conditions shall continue to be operative notwithstanding any changes in your designation, position and location.

Terms and Conditions:

**Appointment**

**Position & Location**

: Your designation will be **Analyst (Level-I)** and title **Analyst - Data Science**

You will work from our office located at 2nd Floor, Wing B, Doddennakkundi, 1 Phase, Industrial Area, Doddennakkundi Village, K.R.Puram, Hobli Bengaluru, Karnataka 560048– at present and shall be required to travel per the requirement of the Company as per the Company’s applicable policies.

During the term of employment, you will perform such duties as may be assigned to you from time to time and will follow all directions given by the company's management and will adhere to directions of your superior.

**Commencement Date**

: Your joining date as mutually agreed is **04 September 2023**

**Probationary Period**

: You will be required to serve a probationary period of six months. Your performance will be formally reviewed at the end of the period. Your probationary period may be extended if deemed necessary by the management. During the probation period, either party may terminate the employment by giving prior notice of sixty days.

**Total Compensation**

Annual Remuneration Package : You are eligible for a total compensation package of **INR 1200000 Only**. The compensation offered to you is described in detail in 'Annexure 1: Remuneration' annexed to this Offer.

Performance Appraisal : The appraisal cycle at Tredence is annual – from January to December of every calendar year. For the first year you will be eligible for the appraisal only after completion of 12 months of employment. Thereafter you will be aligned to the subsequent annual appraisal cycle at Tredence.

Variable Pay : Variable pay will be prorated and will be based on both Company performance and individual performance payable post the first appraisal cycle on completion of 12 months. If you quit or will be serving notice period before the payout date, you will not be eligible for any variable pay.

**Intellectual property of previous employer(s)**

: The Company has extended this offer to you based upon your general knowledge, background, experience and skills and abilities and not because of your knowledge of your current employer's or any previous employer's trade secrets or other company specific information. As a condition of your engagement at the Company, you agree not to disclose or use confidential information or proprietary information or any trade secrets of any current or prior employer.

In this regard, you should be extremely careful not to bring to the Company any documents or other materials in any form belonging to or acquired from any current or previous employer. Further you shall not divulge trade secrets of the Company or any other proprietary information which in any way detrimental to interests of Company. In the event of breach of this provision, at Company's sole discretion, your employment might be terminated immediately, and you will be held liable for the loss suffered by the Company.

The Company will require you to execute a separate agreement for protection of confidentiality, IP rights, non-compete and non-solicitation.

In the event you are bound by any agreement/s or obligation/s that inhabits your ability to use your skills at the Company, you are

duty bound to reveal this to the Company prior to accepting this offer.

**Conflict of Interest**

: You shall not engage either directly or indirectly either full time or part time, elsewhere in any job, profession, association or business of any nature, in any capacity, for remuneration or not, over and above the legitimate work with the Company on working days, or on holidays or when on leave without obtaining the Company management's prior permission in writing.

**Other information**

- :
  - You should always keep your records updated and informed to the Company, such as your phone numbers, addresses, etc. You are solely responsible for filing returns of your personal income tax.
  - In the event of your continuous illness for a period of three (3) months or more, provided where proper notice of same has not been provided and other regulations (if any) followed during such three (3) months, your services may be terminated without any notice or relief thereof.
  - In the case you remain absent from duties for seven or more continuous days or remain on leave without any proper authorization then it shall be presumed that you ended your employment with the Company without notice and in such an event you will lose your lien on the employment and your accounts will be settled immediately without notice.
  - In case you are subject to any disciplinary action as per the law, Company policies and standing orders applicable to you. During the disciplinary proceedings you will not be entitled to any salary or allowance till the proceedings are concluded. If proceedings confirms that you are not guilty such pending salary shall be credited to you in subsequent pay cycle.

**Termination**

Company reserves right to terminate your services without notice or salary in lieu thereof for reasons including but not limited to misconduct, negligence of duty, disloyalty, dishonesty, insubordination, misrepresentation, indiscipline, disobedience, breach of non-disclosure of agreement, irregular attendance, poor performance, or any act detrimental to the interest of the Company.

**Confidentiality**

You shall neither during continuance of your employment with Company nor thereafter shall directly or indirectly divulge any confidential information relating to Company and/or its clients without prior consent of the Company.

**Non-Solicit**

During your employment and for one year thereafter, you shall not solicit any employee or associate of Company to leave Company for any reason. Further you shall directly or indirectly, solicit or deal with any individuals, companies, or organizations who are or were clients of Company during your employment.

**Non-Compete**

You shall not indulge directly or indirectly in business similar to Tredence and/or in competition with Tredence either solely or in collaboration during your employment with Tredence and for five years after termination of your employment with Tredence.

You agree that you shall perform all the duties and undertake responsibilities within the mandate of the workplace and office policies of the Company, as modified from time to time, at the sole discretion of the Company.

This offer is subject to your background verification of such as academic, employment, salary history etc. The Company reserves all the rights to cancel this Offer if any relevant information provided by you is found false or misrepresenting.. In such a contingency, you shall be liable to be discharged forthwith.

Please confirm your acceptance of the above-mentioned terms and conditions by signing a copy of this Offer Letter.

This offer is valid for two days from the date of this letter.

We look forward to welcoming you to Tredence Analytics Solutions Private Limited.

For Tredence Analytics Solutions Private Limited,



**Rekh6 N6ir**  
**Senior Director – Human Resources**

**Acceptance**

I accept above mentioned terms and conditions.

|                   |                        |
|-------------------|------------------------|
| <b>Signature:</b> |                        |
| <b>Name:</b>      | SHRADDHA SHRIDHAR NAIK |
| <b>Date:</b>      | 17-05-2022             |
| <b>Place:</b>     | Bangalore              |

**Affixure 1: Remuneration**

|                                         |                                                                                                                                                               |
|-----------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Name</b>                             | <b>K Kirthik Reddy</b>                                                                                                                                        |
| <b>Designation</b>                      | <b>Analyst – Data Science</b>                                                                                                                                 |
| <b>Component</b>                        | <b>Affix (INR)</b>                                                                                                                                            |
| <b>Basic Salary</b>                     | <b>2,88,960</b>                                                                                                                                               |
| <b>HRA</b>                              | <b>1,15,584</b>                                                                                                                                               |
| <b>Special Allowance</b>                | <b>3,17,856</b>                                                                                                                                               |
| <b>Gross (A)</b>                        | <b>7,22,400</b>                                                                                                                                               |
| <b>Statutory Contributions (PF) (B)</b> | <b>21,600</b>                                                                                                                                                 |
| <b>Gross with statutory (A+B)</b>       | <b>7,44,000</b>                                                                                                                                               |
| <b>Variable Pay (C)</b>                 | <b>56,000</b>                                                                                                                                                 |
| <b>Total Affix CTC (A+B+C)</b>          | <b>8,00,000</b>                                                                                                                                               |
| <b>Gratuity</b>                         | You are entitled for gratuity on completion of 5 years of employment with us per the applicable laws.                                                         |
| <b>Insurance</b>                        | Premium paid by the Company for life and accidental insurance for Self and Medical Insurance for Self + 5 dependents (including Spouse, Children and Parents) |

**Note:**

- A. You will have an opportunity of earnings up to **INR 12,00,000\*** as a Total Cash Component, detailed under “Additional Compensation” below.\* The payment of Additional Compensation will be **subject to your continuous employment with Tredence for period** of 18 months. You will not be eligible in the event you resign, or you are serving a notice at the time of pay out. All the components are managed under the various policies & guidelines of the Company.
- B. Additionally, statutory deductions such as Income Tax, Employee Contributions towards EPF, Professional Tax, ESI, etc. will be deducted as per the applicable laws.



**Additional Compensation:**

**Sign on Bonus:** You are entitled to an additional amount as one-time Sign on Bonus of INR 2,00,000 subject to completion of 12 months of your continuous employment with Tredence. The Sign on Bonus is paid out in 13<sup>th</sup> month and this will not be considered as a part of your Total Annual CTC and will not be considered at the time of Performance Appraisal.

**Performance Linked Pay:** You will be eligible for a one-time Performance Linked Pay of up to INR 2,00,000 subject to completion of 18 months of your continuous employment with Tredence. This is managed under the guidelines of company's performance and variable pay policy and shall be depended on your Performance Appraisal Rating.

**Relocation:** You are entitled to relocation expenses of INR 10,000 for transportation of goods. Additionally, the Company shall arrange the travel & accommodation facilities for up to two-weeks. In the event of you being requested by the Company to manage your travel and accommodation, Company will reimburse the pre-approved cost.

The reimbursement can be initiated with the original bills/invoices which needs to be submitted by you to the Company for the claim process. You shall refund the total relocation amount in the event you resign, or you are serving a notice period before completing 1 (one) year from the joining date with an exception to end of the employment by Tredence due to role redundancy. In the event you fail to refund the said amounts, Tredence is authorized to adjusted or set-off the same from your full and final settlement.

**Tredence Analytics Solutions Pvt Ltd.**

Sattva Knowledge Court, 2<sup>nd</sup> Floor, Wing B, Doddenakkundi, I Phase, Industrial Area,  
Doddenakkundi Village, K.R. Puram, Hobli  
Bengaluru, Karnataka – 560048

16 May 2022  
Bengaluru

**Subject: Offer Letter**

Dear SHREEKAR SANJEEV KULKARNI,

Congratulations!

On behalf of Tredence Analytics Solutions Private Limited, (herein after called as “Company” or “Tredence”), we are pleased to extend the offer of employment to you on the following terms and conditions. You undertake, commit, agree and covenant that these terms and conditions shall continue to be operative notwithstanding any changes in your designation, position and location.

Terms and Conditions:

**Appointment**

**Position & Location**

: Your designation will be **Analyst (Level-I)** and title **Analyst - Data Science**

You will work from our office located at 2nd Floor, Wing B, Doddennakkundi, 1 Phase, Industrial Area, Doddennakkundi Village, K.R.Puram, Hobli Bengaluru, Karnataka 560048– at present and shall be required to travel per the requirement of the Company as per the Company’s applicable policies.

During the term of employment, you will perform such duties as may be assigned to you from time to time and will follow all directions given by the company's management and will adhere to directions of your superior.

**Commencement Date**

: Your joining date as mutually agreed is **04 September 2023**

**Probationary Period**

: You will be required to serve a probationary period of six months. Your performance will be formally reviewed at the end of the period. Your probationary period may be extended if deemed necessary by the management. During the probation period, either party may terminate the employment by giving prior notice of sixty days.

**Total Compensation**

Annual Remuneration Package : You are eligible for a total compensation package of **INR 1200000 Only**. The compensation offered to you is described in detail in 'Annexure 1: Remuneration' annexed to this Offer.

Performance Appraisal : The appraisal cycle at Tredence is annual – from January to December of every calendar year. For the first year you will be eligible for the appraisal only after completion of 12 months of employment. Thereafter you will be aligned to the subsequent annual appraisal cycle at Tredence.

Variable Pay : Variable pay will be prorated and will be based on both Company performance and individual performance payable post the first appraisal cycle on completion of 12 months. If you quit or will be serving notice period before the payout date, you will not be eligible for any variable pay.

**Intellectual property of previous employer(s)**

: The Company has extended this offer to you based upon your general knowledge, background, experience and skills and abilities and not because of your knowledge of your current employer's or any previous employer's trade secrets or other company specific information. As a condition of your engagement at the Company, you agree not to disclose or use confidential information or proprietary information or any trade secrets of any current or prior employer.

In this regard, you should be extremely careful not to bring to the Company any documents or other materials in any form belonging to or acquired from any current or previous employer. Further you shall not divulge trade secrets of the Company or any other proprietary information which in any way detrimental to interests of Company. In the event of breach of this provision, at Company's sole discretion, your employment might be terminated immediately, and you will be held liable for the loss suffered by the Company.

The Company will require you to execute a separate agreement for protection of confidentiality, IP rights, non-compete and non-solicitation.

In the event you are bound by any agreement/s or obligation/s that inhabits your ability to use your skills at the Company, you are

duty bound to reveal this to the Company prior to accepting this offer.

**Conflict of Interest**

: You shall not engage either directly or indirectly either full time or part time, elsewhere in any job, profession, association or business of any nature, in any capacity, for remuneration or not, over and above the legitimate work with the Company on working days, or on holidays or when on leave without obtaining the Company management's prior permission in writing.

**Other information**

- :
  - You should always keep your records updated and informed to the Company, such as your phone numbers, addresses, etc. You are solely responsible for filing returns of your personal income tax.
  - In the event of your continuous illness for a period of three (3) months or more, provided where proper notice of same has not been provided and other regulations (if any) followed during such three (3) months, your services may be terminated without any notice or relief thereof.
  - In the case you remain absent from duties for seven or more continuous days or remain on leave without any proper authorization then it shall be presumed that you ended your employment with the Company without notice and in such an event you will lose your lien on the employment and your accounts will be settled immediately without notice.
  - In case you are subject to any disciplinary action as per the law, Company policies and standing orders applicable to you. During the disciplinary proceedings you will not be entitled to any salary or allowance till the proceedings are concluded. If proceedings confirms that you are not guilty such pending salary shall be credited to you in subsequent pay cycle.

**Termination**

Company reserves right to terminate your services without notice or salary in lieu thereof for reasons including but not limited to misconduct, negligence of duty, disloyalty, dishonesty, insubordination, misrepresentation, indiscipline, disobedience, breach of non-disclosure of agreement, irregular attendance, poor performance, or any act detrimental to the interest of the Company.

**Confidentiality**

You shall neither during continuance of your employment with Company nor thereafter shall directly or indirectly divulge any confidential information relating to Company and/or its clients without prior consent of the Company.

**Non-Solicit**

During your employment and for one year thereafter, you shall not solicit any employee or associate of Company to leave Company for any reason. Further you shall directly or indirectly, solicit or deal with any individuals, companies, or organizations who are or were clients of Company during your employment.

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You agree that you shall perform all the duties and undertake responsibilities within the mandate of the workplace and office policies of the Company, as modified from time to time, at the sole discretion of the Company.

This offer is subject to your background verification of such as academic, employment, salary history etc. The Company reserves all the rights to cancel this Offer if any relevant information provided by you is found false or misrepresenting.. In such a contingency, you shall be liable to be discharged forthwith.

Please confirm your acceptance of the above-mentioned terms and conditions by signing a copy of this Offer Letter.

This offer is valid for two days from the date of this letter.

We look forward to welcoming you to Tredence Analytics Solutions Private Limited.

For Tredence Analytics Solutions Private Limited,



**Rekh6 N6ir**  
**Senior Director – Human Resources**

**Acceptance**

I accept above mentioned terms and conditions.

|                   |                           |
|-------------------|---------------------------|
| <b>Signature:</b> |                           |
| <b>Name:</b>      | SHREEKAR SANJEEV KULKARNI |
| <b>Date:</b>      | 17-05-2022                |
| <b>Place:</b>     | Bangalore                 |

**Affixure 1: Remuneration**

|                                         |                                                                                                                                                               |
|-----------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Name</b>                             | <b>K Kirthik Reddy</b>                                                                                                                                        |
| <b>Designation</b>                      | <b>Analyst – Data Science</b>                                                                                                                                 |
| <b>Component</b>                        | <b>Affix (INR)</b>                                                                                                                                            |
| <b>Basic Salary</b>                     | <b>2,88,960</b>                                                                                                                                               |
| <b>HRA</b>                              | <b>1,15,584</b>                                                                                                                                               |
| <b>Special Allowance</b>                | <b>3,17,856</b>                                                                                                                                               |
| <b>Gross (A)</b>                        | <b>7,22,400</b>                                                                                                                                               |
| <b>Statutory Contributions (PF) (B)</b> | <b>21,600</b>                                                                                                                                                 |
| <b>Gross with statutory (A+B)</b>       | <b>7,44,000</b>                                                                                                                                               |
| <b>Variable Pay (C)</b>                 | <b>56,000</b>                                                                                                                                                 |
| <b>Total Affix CTC (A+B+C)</b>          | <b>8,00,000</b>                                                                                                                                               |
| <b>Gratuity</b>                         | You are entitled for gratuity on completion of 5 years of employment with us per the applicable laws.                                                         |
| <b>Insurance</b>                        | Premium paid by the Company for life and accidental insurance for Self and Medical Insurance for Self + 5 dependents (including Spouse, Children and Parents) |

**Note:**

- A. You will have an opportunity of earnings up to **INR 12,00,000\*** as a Total Cash Component, detailed under “Additional Compensation” below.\* The payment of Additional Compensation will be **subject to your continuous employment with Tredence for period** of 18 months. You will not be eligible in the event you resign, or you are serving a notice at the time of pay out. All the components are managed under the various policies & guidelines of the Company.
- B. Additionally, statutory deductions such as Income Tax, Employee Contributions towards EPF, Professional Tax, ESI, etc. will be deducted as per the applicable laws.

**Additional Compensation:**

**Sign on Bonus:** You are entitled to an additional amount as one-time Sign on Bonus of INR 2,00,000 subject to completion of 12 months of your continuous employment with Tredence. The Sign on Bonus is paid out in 13<sup>th</sup> month and this will not be considered as a part of your Total Annual CTC and will not be considered at the time of Performance Appraisal.

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**Relocation:** You are entitled to relocation expenses of INR 10,000 for transportation of goods. Additionally, the Company shall arrange the travel & accommodation facilities for up to two-weeks. In the event of you being requested by the Company to manage your travel and accommodation, Company will reimburse the pre-approved cost.

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**Tredence Analytics Solutions Pvt Ltd.**

Sattva Knowledge Court, 2<sup>nd</sup> Floor, Wing B, Doddenakkundi, I Phase, Industrial Area,  
Doddenakkundi Village, K.R. Puram, Hobli  
Bengaluru, Karnataka – 560048

16 May 2022  
Bengaluru

**Subject: Offer Letter**

Dear SIRIVELLA AMBICA CHANDRA

SEKHAR REDDY

Congratulations!

On behalf of Tredence Analytics Solutions Private Limited, (herein after called as “Company” or “Tredence”), we are pleased to extend the offer of employment to you on the following terms and conditions. You undertake, commit, agree and covenant that these terms and conditions shall continue to be operative notwithstanding any changes in your designation, position and location.

Terms and Conditions:

**Appointment**

**Position & Location**

: Your designation will be **Analyst (Level-I)** and title **Analyst - Data Science**

You will work from our office located at 2nd Floor, Wing B, Doddennakkundi, 1 Phase, Industrial Area, Doddennakkundi Village, K.R.Puram, Hobli Bengaluru, Karnataka 560048- at present and shall be required to travel per the requirement of the Company as per the Company’s applicable policies.

During the term of employment, you will perform such duties as may be assigned to you from time to time and will follow all directions given by the company's management and will adhere to directions of your superior.

**Commencement Date**

: Your joining date as mutually agreed is **04 September 2023**

**Probationary Period**

: You will be required to serve a probationary period of six months. Your performance will be formally reviewed at the end of the period. Your probationary period may be extended if deemed necessary by the management. During the probation period,

either party may terminate the employment by giving prior notice of sixty days.

**Total Compensation**

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In this regard, you should be extremely careful not to bring to the Company any documents or other materials in any form belonging to or acquired from any current or previous employer. Further you shall not divulge trade secrets of the Company or any other proprietary information which in any way detrimental to interests of Company. In the event of breach of this provision, at Company's sole discretion, your employment might be terminated immediately, and you will be held liable for the loss suffered by the Company.

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**Conflict of Interest**

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**Other information**

- :
  - You should always keep your records updated and informed to the Company, such as your phone numbers, addresses, etc. You are solely responsible for filing returns of your personal income tax.
  - In the event of your continuous illness for a period of three (3) months or more, provided where proper notice of same has not been provided and other regulations (if any) followed during such three (3) months, your services may be terminated without any notice or relief thereof.
  - In the case you remain absent from duties for seven or more continuous days or remain on leave without any proper authorization then it shall be presumed that you ended your employment with the Company without notice and in such an event you will lose your lien on the employment and your accounts will be settled immediately without notice.
  - In case you are subject to any disciplinary action as per the law, Company policies and standing orders applicable to you. During the disciplinary proceedings you will not be entitled to any salary or allowance till the proceedings are concluded. If proceedings confirms that you are not guilty such pending salary shall be credited to you in subsequent pay cycle.

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We look forward to welcoming you to Tredence Analytics Solutions Private Limited.

For Tredence Analytics Solutions Private Limited,



**Rekh6 N6ir**  
**Senior Director – Human Resources**

**Acceptance**

I accept above mentioned terms and conditions.

|                   |                                       |
|-------------------|---------------------------------------|
| <b>Signature:</b> |                                       |
| <b>Name:</b>      | SIRIVELLA AMBICA CHANDRA SEKHAR REDDY |
| <b>Date:</b>      | 17-05-2022                            |
| <b>Place:</b>     | Bangalore                             |

**Affixure 1: Remuneration**

|                                         |                                                                                                                                                               |
|-----------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Name</b>                             | <b>K Kirthik Reddy</b>                                                                                                                                        |
| <b>Designation</b>                      | <b>Analyst – Data Science</b>                                                                                                                                 |
| <b>Component</b>                        | <b>Affix (INR)</b>                                                                                                                                            |
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Bengaluru, Karnataka – 560048

16 May 2022  
Bengaluru

**Subject: Offer Letter**

Dear SIVAKOTI REDDY YARRABOLU

Congratulations!

On behalf of Tredence Analytics Solutions Private Limited, (herein after called as “Company” or “Tredence”), we are pleased to extend the offer of employment to you on the following terms and conditions. You undertake, commit, agree and covenant that these terms and conditions shall continue to be operative notwithstanding any changes in your designation, position and location.

Terms and Conditions:

**Appointment**

**Position & Location**

: Your designation will be **Analyst (Level-I)** and title **Analyst - Data Science**

You will work from our office located at 2nd Floor, Wing B, Doddennakkundi, 1 Phase, Industrial Area, Doddennakkundi Village, K.R.Puram, Hobli Bengaluru, Karnataka 560048– at present and shall be required to travel per the requirement of the Company as per the Company’s applicable policies.

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duty bound to reveal this to the Company prior to accepting this offer.

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**Other information**

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  - In the case you remain absent from duties for seven or more continuous days or remain on leave without any proper authorization then it shall be presumed that you ended your employment with the Company without notice and in such an event you will lose your lien on the employment and your accounts will be settled immediately without notice.
  - In case you are subject to any disciplinary action as per the law, Company policies and standing orders applicable to you. During the disciplinary proceedings you will not be entitled to any salary or allowance till the proceedings are concluded. If proceedings confirms that you are not guilty such pending salary shall be credited to you in subsequent pay cycle.

**Termination**

Company reserves right to terminate your services without notice or salary in lieu thereof for reasons including but not limited to misconduct, negligence of duty, disloyalty, dishonesty, insubordination, misrepresentation, indiscipline, disobedience, breach of non-disclosure of agreement, irregular attendance, poor performance, or any act detrimental to the interest of the Company.

**Confidentiality**

You shall neither during continuance of your employment with Company nor thereafter shall directly or indirectly divulge any confidential information relating to Company and/or its clients without prior consent of the Company.

**Non-Solicit**

During your employment and for one year thereafter, you shall not solicit any employee or associate of Company to leave Company for any reason. Further you shall directly or indirectly, solicit or deal with any individuals, companies, or organizations who are or were clients of Company during your employment.

**Non-Compete**

You shall not indulge directly or indirectly in business similar to Tredence and/or in competition with Tredence either solely or in collaboration during your employment with Tredence and for five years after termination of your employment with Tredence.

You agree that you shall perform all the duties and undertake responsibilities within the mandate of the workplace and office policies of the Company, as modified from time to time, at the sole discretion of the Company.

This offer is subject to your background verification of such as academic, employment, salary history etc. The Company reserves all the rights to cancel this Offer if any relevant information provided by you is found false or misrepresenting.. In such a contingency, you shall be liable to be discharged forthwith.

Please confirm your acceptance of the above-mentioned terms and conditions by signing a copy of this Offer Letter.

This offer is valid for two days from the date of this letter.

We look forward to welcoming you to Tredence Analytics Solutions Private Limited.

For Tredence Analytics Solutions Private Limited,



**Rekh6 N6ir**  
**Senior Director – Human Resources**

**Acceptance**

I accept above mentioned terms and conditions.

|                   |                          |
|-------------------|--------------------------|
| <b>Signature:</b> |                          |
| <b>Name:</b>      | SIVAKOTI REDDY YARRABOLU |
| <b>Date:</b>      | 17-05-2022               |
| <b>Place:</b>     | Bangalore                |

**Affixure 1: Remuneration**

|                                         |                                                                                                                                                               |
|-----------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Name</b>                             | <b>K Kirthik Reddy</b>                                                                                                                                        |
| <b>Designation</b>                      | <b>Analyst – Data Science</b>                                                                                                                                 |
| <b>Component</b>                        | <b>Affix (INR)</b>                                                                                                                                            |
| <b>Basic Salary</b>                     | <b>2,88,960</b>                                                                                                                                               |
| <b>HRA</b>                              | <b>1,15,584</b>                                                                                                                                               |
| <b>Special Allowance</b>                | <b>3,17,856</b>                                                                                                                                               |
| <b>Gross (A)</b>                        | <b>7,22,400</b>                                                                                                                                               |
| <b>Statutory Contributions (PF) (B)</b> | <b>21,600</b>                                                                                                                                                 |
| <b>Gross with statutory (A+B)</b>       | <b>7,44,000</b>                                                                                                                                               |
| <b>Variable Pay (C)</b>                 | <b>56,000</b>                                                                                                                                                 |
| <b>Total Affix CTC (A+B+C)</b>          | <b>8,00,000</b>                                                                                                                                               |
| <b>Gratuity</b>                         | You are entitled for gratuity on completion of 5 years of employment with us per the applicable laws.                                                         |
| <b>Insurance</b>                        | Premium paid by the Company for life and accidental insurance for Self and Medical Insurance for Self + 5 dependents (including Spouse, Children and Parents) |

**Note:**

- A. You will have an opportunity of earnings up to **INR 12,00,000\*** as a Total Cash Component, detailed under “Additional Compensation” below.\* The payment of Additional Compensation will be **subject to your continuous employment with Tredence for period** of 18 months. You will not be eligible in the event you resign, or you are serving a notice at the time of pay out. All the components are managed under the various policies & guidelines of the Company.
- B. Additionally, statutory deductions such as Income Tax, Employee Contributions towards EPF, Professional Tax, ESI, etc. will be deducted as per the applicable laws.

**Additional Compensation:**

**Sign on Bonus:** You are entitled to an additional amount as one-time Sign on Bonus of INR 2,00,000 subject to completion of 12 months of your continuous employment with Tredence. The Sign on Bonus is paid out in 13<sup>th</sup> month and this will not be considered as a part of your Total Annual CTC and will not be considered at the time of Performance Appraisal.

**Performance Linked Pay:** You will be eligible for a one-time Performance Linked Pay of up to INR 2,00,000 subject to completion of 18 months of your continuous employment with Tredence. This is managed under the guidelines of company's performance and variable pay policy and shall be depended on your Performance Appraisal Rating.

**Relocation:** You are entitled to relocation expenses of INR 10,000 for transportation of goods. Additionally, the Company shall arrange the travel & accommodation facilities for up to two-weeks. In the event of you being requested by the Company to manage your travel and accommodation, Company will reimburse the pre-approved cost.

The reimbursement can be initiated with the original bills/invoices which needs to be submitted by you to the Company for the claim process. You shall refund the total relocation amount in the event you resign, or you are serving a notice period before completing 1 (one) year from the joining date with an exception to end of the employment by Tredence due to role redundancy. In the event you fail to refund the said amounts, Tredence is authorized to adjusted or set-off the same from your full and final settlement.

**Tredence Analytics Solutions Pvt Ltd.**

Sattva Knowledge Court, 2<sup>nd</sup> Floor, Wing B, Doddenakkundi, I Phase, Industrial Area,  
Doddenakkundi Village, K.R. Puram, Hobli  
Bengaluru, Karnataka – 560048

16 May 2022  
Bengaluru

**Subject: Offer Letter**

Dear YEDHUKRISHNA.A

Congratulations!

On behalf of Tredence Analytics Solutions Private Limited, (herein after called as “Company” or “Tredence”), we are pleased to extend the offer of employment to you on the following terms and conditions. You undertake, commit, agree and covenant that these terms and conditions shall continue to be operative notwithstanding any changes in your designation, position and location.

Terms and Conditions:

**Appointment**

**Position & Location**

: Your designation will be **Analyst (Level-I)** and title **Analyst - Data Science**

You will work from our office located at 2nd Floor, Wing B, Doddennakkundi, 1 Phase, Industrial Area, Doddennakkundi Village, K.R.Puram, Hobli Bengaluru, Karnataka 560048– at present and shall be required to travel per the requirement of the Company as per the Company’s applicable policies.

During the term of employment, you will perform such duties as may be assigned to you from time to time and will follow all directions given by the company's management and will adhere to directions of your superior.

**Commencement Date**

: Your joining date as mutually agreed is **04 September 2023**

**Probationary Period**

: You will be required to serve a probationary period of six months. Your performance will be formally reviewed at the end of the period. Your probationary period may be extended if deemed necessary by the management. During the probation period, either party may terminate the employment by giving prior notice of sixty days.



**Total Compensation**

Annual Remuneration Package : You are eligible for a total compensation package of **INR 1200000 Only**. The compensation offered to you is described in detail in 'Annexure 1: Remuneration' annexed to this Offer.

Performance Appraisal : The appraisal cycle at Tredence is annual – from January to December of every calendar year. For the first year you will be eligible for the appraisal only after completion of 12 months of employment. Thereafter you will be aligned to the subsequent annual appraisal cycle at Tredence.

Variable Pay : Variable pay will be prorated and will be based on both Company performance and individual performance payable post the first appraisal cycle on completion of 12 months. If you quit or will be serving notice period before the payout date, you will not be eligible for any variable pay.

**Intellectual property of previous employer(s)**

: The Company has extended this offer to you based upon your general knowledge, background, experience and skills and abilities and not because of your knowledge of your current employer's or any previous employer's trade secrets or other company specific information. As a condition of your engagement at the Company, you agree not to disclose or use confidential information or proprietary information or any trade secrets of any current or prior employer.

In this regard, you should be extremely careful not to bring to the Company any documents or other materials in any form belonging to or acquired from any current or previous employer. Further you shall not divulge trade secrets of the Company or any other proprietary information which in any way detrimental to interests of Company. In the event of breach of this provision, at Company's sole discretion, your employment might be terminated immediately, and you will be held liable for the loss suffered by the Company.

The Company will require you to execute a separate agreement for protection of confidentiality, IP rights, non-compete and non-solicitation.

In the event you are bound by any agreement/s or obligation/s that inhabits your ability to use your skills at the Company, you are

duty bound to reveal this to the Company prior to accepting this offer.

**Conflict of Interest**

: You shall not engage either directly or indirectly either full time or part time, elsewhere in any job, profession, association or business of any nature, in any capacity, for remuneration or not, over and above the legitimate work with the Company on working days, or on holidays or when on leave without obtaining the Company management's prior permission in writing.

**Other information**

- :
  - You should always keep your records updated and informed to the Company, such as your phone numbers, addresses, etc. You are solely responsible for filing returns of your personal income tax.
  - In the event of your continuous illness for a period of three (3) months or more, provided where proper notice of same has not been provided and other regulations (if any) followed during such three (3) months, your services may be terminated without any notice or relief thereof.
  - In the case you remain absent from duties for seven or more continuous days or remain on leave without any proper authorization then it shall be presumed that you ended your employment with the Company without notice and in such an event you will lose your lien on the employment and your accounts will be settled immediately without notice.
  - In case you are subject to any disciplinary action as per the law, Company policies and standing orders applicable to you. During the disciplinary proceedings you will not be entitled to any salary or allowance till the proceedings are concluded. If proceedings confirms that you are not guilty such pending salary shall be credited to you in subsequent pay cycle.

**Termination**

Company reserves right to terminate your services without notice or salary in lieu thereof for reasons including but not limited to misconduct, negligence of duty, disloyalty, dishonesty, insubordination, misrepresentation, indiscipline, disobedience, breach of non-disclosure of agreement, irregular attendance, poor performance, or any act detrimental to the interest of the Company.

**Confidentiality**

You shall neither during continuance of your employment with Company nor thereafter shall directly or indirectly divulge any confidential information relating to Company and/or its clients without prior consent of the Company.

**Non-Solicit**

During your employment and for one year thereafter, you shall not solicit any employee or associate of Company to leave Company for any reason. Further you shall directly or indirectly, solicit or deal with any individuals, companies, or organizations who are or were clients of Company during your employment.

**Non-Compete**

You shall not indulge directly or indirectly in business similar to Tredence and/or in competition with Tredence either solely or in collaboration during your employment with Tredence and for five years after termination of your employment with Tredence.

You agree that you shall perform all the duties and undertake responsibilities within the mandate of the workplace and office policies of the Company, as modified from time to time, at the sole discretion of the Company.

This offer is subject to your background verification of such as academic, employment, salary history etc. The Company reserves all the rights to cancel this Offer if any relevant information provided by you is found false or misrepresenting.. In such a contingency, you shall be liable to be discharged forthwith.

Please confirm your acceptance of the above-mentioned terms and conditions by signing a copy of this Offer Letter.

This offer is valid for two days from the date of this letter.

We look forward to welcoming you to Tredence Analytics Solutions Private Limited.

For Tredence Analytics Solutions Private Limited,



**Rekh6 N6ir**  
**Senior Director – Human Resources**

**Acceptance**

I accept above mentioned terms and conditions.

|                   |                |
|-------------------|----------------|
| <b>Signature:</b> |                |
| <b>Name:</b>      | YEDHUKRISHNA.A |
| <b>Date:</b>      | 17-05-2022     |
| <b>Place:</b>     | Bangalore      |

**Affixure 1: Remuneration**

|                                         |                                                                                                                                                               |
|-----------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Name</b>                             | <b>K Kirthik Reddy</b>                                                                                                                                        |
| <b>Designation</b>                      | <b>Analyst – Data Science</b>                                                                                                                                 |
| <b>Component</b>                        | <b>Affix (INR)</b>                                                                                                                                            |
| <b>Basic Salary</b>                     | <b>2,88,960</b>                                                                                                                                               |
| <b>HRA</b>                              | <b>1,15,584</b>                                                                                                                                               |
| <b>Special Allowance</b>                | <b>3,17,856</b>                                                                                                                                               |
| <b>Gross (A)</b>                        | <b>7,22,400</b>                                                                                                                                               |
| <b>Statutory Contributions (PF) (B)</b> | <b>21,600</b>                                                                                                                                                 |
| <b>Gross with statutory (A+B)</b>       | <b>7,44,000</b>                                                                                                                                               |
| <b>Variable Pay (C)</b>                 | <b>56,000</b>                                                                                                                                                 |
| <b>Total Affix CTC (A+B+C)</b>          | <b>8,00,000</b>                                                                                                                                               |
| <b>Gratuity</b>                         | You are entitled for gratuity on completion of 5 years of employment with us per the applicable laws.                                                         |
| <b>Insurance</b>                        | Premium paid by the Company for life and accidental insurance for Self and Medical Insurance for Self + 5 dependents (including Spouse, Children and Parents) |

**Note:**

- A. You will have an opportunity of earnings up to **INR 12,00,000\*** as a Total Cash Component, detailed under “Additional Compensation” below.\* The payment of Additional Compensation will be **subject to your continuous employment with Tredence for period** of 18 months. You will not be eligible in the event you resign, or you are serving a notice at the time of pay out. All the components are managed under the various policies & guidelines of the Company.
- B. Additionally, statutory deductions such as Income Tax, Employee Contributions towards EPF, Professional Tax, ESI, etc. will be deducted as per the applicable laws.

**Additional Compensation:**

**Sign on Bonus:** You are entitled to an additional amount as one-time Sign on Bonus of INR 2,00,000 subject to completion of 12 months of your continuous employment with Tredence. The Sign on Bonus is paid out in 13<sup>th</sup> month and this will not be considered as a part of your Total Annual CTC and will not be considered at the time of Performance Appraisal.

**Performance Linked Pay:** You will be eligible for a one-time Performance Linked Pay of up to INR 2,00,000 subject to completion of 18 months of your continuous employment with Tredence. This is managed under the guidelines of company's performance and variable pay policy and shall be depended on your Performance Appraisal Rating.

**Relocation:** You are entitled to relocation expenses of INR 10,000 for transportation of goods. Additionally, the Company shall arrange the travel & accommodation facilities for up to two-weeks. In the event of you being requested by the Company to manage your travel and accommodation, Company will reimburse the pre-approved cost.

The reimbursement can be initiated with the original bills/invoices which needs to be submitted by you to the Company for the claim process. You shall refund the total relocation amount in the event you resign, or you are serving a notice period before completing 1 (one) year from the joining date with an exception to end of the employment by Tredence due to role redundancy. In the event you fail to refund the said amounts, Tredence is authorized to adjusted or set-off the same from your full and final settlement.



## Offer Letter - Intech Additive Solutions Pvt. Ltd.

Dear TULSIKUMAR G

Congratulations! We are pleased to offer you a position with Intech Additive Solutions Pvt. Ltd. **from Wednesday, 1 February 2023** in our DfAM group. The **internship** will be for 6 (Six) months. We will assess your performance over the initial months of the internship and convert your internship to a full-time job **offer** if your performance meets our requirements – to commence as soon as you graduate with the CTC of **INR 5,50,00/- ( Indian Rupees Fifty Lakhs Fifty Thousand only) per annum.**

Your stipend will be **INR 15,000/- (Indian Rupees Fifteen Thousand only) per month** for the internship duration, subject to the deduction of withholding taxes and statutory levies under applicable law towards your services.

Please confirm your acceptance of our internship offer via email as soon as possible.

You will be required to produce the following documents at the time of joining - Aadhar Card, PAN Card, and Bank details (Soft copy of cheque or 1st page of passbook).

During the internship period with us,

- Please follow instructions from your supervisors diligently and earnestly about your work.
- The company's rules and regulations will govern you.
- Confidentiality: You must maintain confidentiality associated with the company's information, including customer information. In this regard, you will sign a Confidentiality Agreement with the company.

We wish you the very best!

Best regards,

Murari Venkataraman Vice  
President - Operations Intech  
Additive Solutions Pvt. Ltd.  
#239, 11th Main Road,  
2nd Cross Road, 3rd Phase,  
Peenya Industrial Area, Bengaluru  
560058.

**TUNEER DUTTA**

Dear **TUNEER DUTTA**

On behalf of CAI Info India Private Ltd., I would like to reconfirm our verbal offer of employment as a **"Jr. Software Engineer"** for an annual CTC of Rs. 3,00,000.00 (Rupees three lakhs thirty thousand) beginning on your anticipated start date, Monday, February 05, 2024. This will be paid to you monthly at the end of each month in increments of Rs. 25,000.00 (gross monthly CTC).

Special Clauses:

- During the period of your employment, the Company may at any time assign or transfer you to any location in the world where the Company/its clients has its establishment. In such an event, you shall be entitled to allowances in accordance with the policies of the Company.
- If you do not have an existing account with ICICI Bank, you will be required to establish one within 2 weeks of your first pay.
- You shall be considered for the next financial review in 2025.

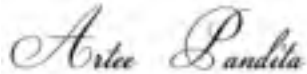
You are required to bring the following documents at the time of reporting for employment: -

- Last updated resume
- Latest passport size photograph
- A copy of Educational Certificates for all years of education and mark cards -
- Copy of passport
- Form 16

Please sign the bottom portion of this letter indicating your acceptance of this position and return the same immediately. You will be issued an appointment letter upon your acceptance of this offer letter.

Thank You and Welcome.

Yours Truly, Accepted By:



**Artee Pandita** \_\_\_\_\_  
**Director-Human Resources**

Divyasree Towers, Floor 5, Guruppanapalya  
Bannerghatta Main Road, Bangalore-560029  
[www.cai.io](http://www.cai.io) [inquire@cai.io](mailto:inquire@cai.io)



Detailed CTC Breakdown:

| Description       | Monthly              | Yearly                 |
|-------------------|----------------------|------------------------|
| Basic             | INR 13,750.00        | INR 1,65,000.00        |
| HRA               | INR 5,500.00         | INR 66,000.00          |
| Conveyance        | INR 300.00           | INR 3,600.00           |
| Medical Allowance | INR 700.00           | INR 8,400.00           |
| Statutory Bonus   | INR 2,500.00         | INR 30,000.00          |
| Provident Fund    | INR 3,300.00         | INR 39,600.00          |
| Gratuity          | INR 661.38           | INR 7,936.50           |
| Special Allowance | INR 788.63           | INR 9,463.50           |
| <b>Total</b>      | <b>INR 25,000.00</b> | <b>INR 3,00,000.00</b> |

Accepted By:

---

Divyasree Towers, Floor 5, Guruppanapalya  
Bannerghatta Main Road, Bangalore-560029  
[www.cai.io](http://www.cai.io) [inquire@cai.io](mailto:inquire@cai.io)

**CAI Info India Private Limited**

080 -45340400

## EMPLOYMENT CONTRACT

between

Hemmersbach India Private Limited,  
M/s. Whitefield Area Commerce and Industries Association (WACIA),  
No.40-J, WACIA Road, Mahadevapura post, Bangalore - 560048 a  
Company incorporated under the Companies Act, 2013  
- hereinafter referred to as the “Company” -

and

- TUSHAR S RAO

- hereinafter referred to as the “Employee”<sup>1</sup> -

Each of the aforesaid shall hereinafter be referred to individually as a “Party” and collectively as “Parties”.

The following employment contract is concluded:

### 1 COMMENCEMENT OF THE EMPLOYMENT CONTRACT

The employment contract shall commence accordingly.

### 2 PROBATIONARY PERIOD

- 2.1 A probationary period of six (6) months is agreed and shall end on 03.04.2021. An extension of the probationary period may be determined by the Company in its sole and absolute discretion.
- 2.2 The employment contract may be terminated by either party at any time during the probationary period giving a written notice period of one (1) month to the other party or paying the equivalent of one (1) month’s Basic Salary in lieu of such notice.

### 3 TYPE AND SCOPE OF THE ROLE

- 3.1 CHANDU Lis employed as a Service Desk Manager.
- 3.2 The Employee shall work exclusively for the Company and shall perform such duties, functions and responsibilities as are customarily associated with such position and as directed by the Company. The Employee will perform his duties with due care, skill and highest professional standards to the satisfaction of the Company’s management. The duties and responsibilities of the Employee are as set out in the job description as attached in ANNEXURE A.
- 3.3 The nature of the Company’s business requires that the Employee is flexible in his approach to work in order to service its best interests. Accordingly, the Employee agrees that the Company may at any

time vary the position, scope of duties, and responsibilities of the Employee. The Employee may be required to undertake

<sup>1</sup>

References to the masculine form always refer to both male and female employees. For the purposes of simplification the masculine form is used.

different duties or reporting line be changed in order to take into account the changing needs of the Company's business and Employee's role within it.

- 3.4 The Employee is employed to work at the Bangalore site. It is possible that the Employee may be relocated to a different site due to a project at any time for operational reasons. No expenses will be payable to the Employee for relocation/travel etc. for the purposes of joining.
- 3.5 Clauses 3.3 and 3.4 shall not affect the remuneration provisions.
- 3.6 The Employee shall serve the Company faithfully, conscientiously and to the best of his ability and shall promote the interests and reputation of the Company. The Employee will abide by the time schedule and holiday schedule of the Company and will show due commitment and diligence in his work.
- 3.7 The Employee shall place all of his work capacity at the Company's disposal. The Company shall be informed in writing of any secondary employment. Secondary employment which affects the work assignments of the Employee and the legitimate commercial interests of the Company may only be exercised after consent has been given. During the term of this employment contract the Employee may not conclude any business transactions on his own behalf or on account of a third party.
- 3.8 Unless prevented by sickness or disability, the Employee shall devote all of his time, attention, knowledge, energy and skills during normal working hours and at such other times as the Employee's duties and responsibilities may require. The working hours are however to be placed in accordance with Company, client and project requirements. The Employee understands that as the Company works with strong global interactions, there will be a need for meetings, conference calls at different timings and days including holidays.
- 3.9 The Employee is obligated to participate in the improvement and reduction in price of work procedures and distribution procedures.

#### 4 WORKING HOURS

- 4.1 The Employee will place his entire effort, knowledge, and skill in the service of the Company. She shall work a minimum of 40 (forty) hours on five days per week. She is obliged, however, to be available for the Company at any time, as far as the concerns of the Company require, and to attend to its interests without any entitlement to overtime pay or other compensation.
- 4.2 [The Employee is obligated to be available to be on-call or on-standby. The frequency and scope of being oncall / on-standby shall be determined by the department.]
- 4.3 Daily starting and finishing times and breaks shall comply with the respective company operational arrangements. The Company is entitled to make changes to this.

#### 5 REMUNERATION

- 5.1 The Employee shall receive an annual salary in the amount of INR 3,36,000.00 gross. The remuneration is to be paid in Indian Rupees in twelve (12) equal parts.

- 5.2 Payment shall be made on the last day of the month by bank transfer to a bank account of the Employee, details of which shall be given within one (1) week of the conclusion of the contract.
- 5.3 The remunerations paid to the Employee shall be subject to usual statutory and other deductions, including tax and any other contributions normally required to be withheld by an Employer under applicable laws in India.
- 5.4 The Employee shall be solely responsible for paying any taxes direct or indirect, State or local and other obligations and the filing of any required returns or other information relating hereto.
- 5.5 The Employee is obligated to keep the amount of his payments confidential.

## 6 ACCEPTING THIRD-PARTY BENEFITS

The Company is committed to ensuring all business relationships with suppliers and clients are legal and based on professional integrity. The Employee shall strictly adhere to Company's business conduct and Integrity policy and refrain from accepting gifts from Vendors / Suppliers / Customers / Other agencies at all times. The Employee is obligated to immediately inform the Company of any such attempts made towards him.

## 7 OVERTIME/OVERTIME PAY

The Employee is permitted trust-based working hours. In return any overtime worked is compensated in full by salary without any additional entitlement to overtime pay or other compensation.

## 8 INABILITY TO ATTEND TO WORK

- 8.1 Any inability to carry out duties shall be reported to the Country Manager or direct supervisor immediately, as well as the duration and the reason. This must be done between 8:00 a.m. at the earliest and 9:00 a.m. at the latest (sick report).
- 8.2 On the last day of absence from work the Country Manager or direct supervisor shall be informed about when the employee will resume his/her work by phone. This must be done by 4:00 p.m. at the latest (recovery report).
- 8.3 If the Employee is ill for longer than two (2) days, a doctor's note regarding his inability to attend work and the expected duration shall be provided not later than on the third (3) day after the commencement of the inability to work. A new doctor's note shall be submitted on the next working day after the expiry of the expected duration of the inability to attend work as stated in the doctor's note.
- 8.4 If the Employee repeatedly and, despite warnings, fails to inform the Company of his illness and / or fails to present the Company with a doctor's note, the Company is entitled to terminate the employment contract without adhering to a notice period.

## 9 CONTINUED REMUNERATION WHEN UNABLE TO ATTEND WORK

- 9.1 If the Employee is not able to attend work due to illness, he shall be entitled to a maximum of twelve (12) days per annum of paid sick leave.
- 9.2 Accrued sick leave can't be carried over to the next calendar year.
- 9.3 Paid sick leave may not be used to extend a holiday or vacation and once an employee has given notice to quit. Sick leave will not be paid out upon the termination.

- 9.4 If the Employee has the right to claim damages from a third party regarding loss of earnings which he is entitled to because he is unable to attend work, he hereby assigns this right to the Company if his salary continues to be paid while he is unable to attend work.
- 9.5 In accordance with the agreed regulations above, the Employee shall, in particular, immediately provide the Company with all information necessary to enforce their claim for damages.
- 9.6 The Employee is further advised that the Company is entitled to refuse to continue to pay his remuneration if the Employee has not satisfied his obligations arising from section 8 and 9 of this contract.
- 9.7 The Employee shall not be entitled to payment in lieu of not availed sick leave at any time.

## 10 ANNUAL LEAVE

- 10.1 The Employee shall receive 18 (eighteen) working days of annual/privileged leave with full pay per calendar year. If the employment contract is not in force for a whole year, the Employee shall receive 1/12 of his annual leave entitlement for each completed calendar month.
- 10.2 The Company must approve when annual leave is taken. The Employee must request annual leave in good time. Annual leave must be discussed with the Head of Department and must abide by the valid arrangements regarding absence cover in the respective area. Disrupting normal business operations is to be avoided at all costs.
- 10.3 Annual leave must be taken in the current leave year. The leave year begins on January 01st and ends on December 31st. Carrying annual leave over to the next calendar year is only permitted with the consent of the Company. In the event annual leave is carried over, it must be taken by March 31st of the following year at the latest.

Exceptions to this require special management approval.

- 10.4 Upon termination of the Employment (however occasioned) the Employee shall be paid in lieu of any accrued and not availed annual leave to which the Employee becomes entitled during the Employment. Payment for accrued annual leave shall be calculated on the basis of the rate of the Basic Salary. The Annual term shall be calculated exclusive of public holidays.
- 10.5 The Employee is entitled to 7 days of Public Holidays, which are defined as per Company policy. The Company is entitled to change these Public Holidays due to operational reasons at any time.
- 10.6 The Employee shall be entitled to 2 (two) days paid casual leave per calendar year. This leave is available to use as it is accrued. Accrued leave can't be carried over to the next calendar year.
- 10.7 Any leave is subject to approval by the Company and shall be in accordance with the relevant regulations regarding temporary replacements. Interruption of business operations has to be avoided.

## 11 TERMINATION OF THE EMPLOYMENT CONTRACT

- 11.1 As stated in section 1 this employment contract is for a fixed term until 03.10.2022 and shall end on that date without notice having to be given.
- 11.2 On completion of the probation period, either initial, or extended, as the case may be, the Employment of the Employee with the Company will end as defined under clause 1.
- 11.3 Either party can terminate this Agreement with a written notice of two (2) months or two (2) months' salary in lieu of notice. The official notification becomes valid upon arrival of delivery.

- 11.4 In any case of notice, the Company is entitled to release the Employee from work under deduction of any vacation time remaining due up to the expiration of the period of notice.
- 11.5 The right to terminate the Contract extraordinarily remains unaffected. In particular and without prejudice to the generality of the foregoing provision, the Company shall be entitled to terminate the Contract summarily by written notice and without any payment in lieu of notice (but without prejudice to the rights and remedies of the Company for any breach of this Contract of Employment and to the Employee's continuing obligations) in any of the following events:
- (a) If the Employee commits any serious or wilful or persistent breach or breaches of any express or implied term of this Contract.
  - (b) If the Employee commits any serious or wilful or persistent breach or breaches of any express or implied Company policy.
  - (c) If the Company has good reason to believe that the Employee has committed any criminal offence or been guilty of any dishonesty or serious misconduct whether during the performance of his duties or otherwise.
  - (d) If the Employee's petitions for bankruptcy or has a bankruptcy order made against him or applies to take the benefit of any legislation for the relief of insolvent debtors or if he makes any composition with his creditors.
  - (e) If any information relating to the Employee's suitability for Employment by the Company and provided in the course of applying for Employment is found to be materially false or misleading.
- 11.6 A notice by the Employee may be submitted to the Supervisor/Director / Managing Director of the Company.
- 11.7 It is not permitted to terminate the employment contract giving proper notice before the agreed start date.
- 11.8 Upon cessation of this employment contract or in the event that the Company has granted leave from duty, the Employee must immediately and completely release to the Company all documents, objects and data regarding the affairs of the Company, especially keys, badges, telephones, computers, books, models, and recordings of any type including any duplicates for copies in his possession. The Employee acknowledges that all objects and data are the property of the Company and therefore he has no right to retention. If the Company property is not returned, a fee of INR 3,500.00 (three thousand five hundred) shall be deducted from the salary of the Employee.
- 11.9 The employment contract shall cease automatically without notice of termination upon expiry of the month in which the Employee reaches the age of 65 or when a total loss of working capacity is ascertained.

## 12 CONFIDENTIALTY

- 12.1 The Employee is obligated to keep all confidential matters, in particular business and trade secrets of the Company, and companies and persons affiliated with the Company strictly confidential. This obligation shall also continue to persist after the cessation of the employment contract.
- 12.2 All documents relating to the Company or to companies and persons affiliated with the Company, in particular all notes, specifications for tenders and contracts, records, reports, correspondence and similar documents including any copies thereof, all data carriers/data and all items provided to the Employee shall be handled with care and may only be used for business purposes. Removing these items from the business premises or a reproduction of the data/items is prohibited.



- 12.3 When the employment contract ends or upon commencement of a leave of absence when notice to terminate the employment contract has been given the Employee shall return to the Company unprompted all documents, data carriers and items in his possession which were provided to him during his employment. During the period of the employment contract this is to be done if ordered to do so. This applies correspondingly to non-physical information and materials, such as computer programs and other data, for example. The Employee is not permitted to retain back-ups of these.
- 12.4 The Employee is obligated to keep individual arrangements in or regarding this contract of employment confidential towards third parties. This includes in particular salary and, in case of fixed term contracts, the duration.

### 13 REPORTING CHANGES

Changes to marital status, place of residence and matters which could cause special statutory privileges, e.g. severe disablement and other matters which are important to the Company, shall be reported to the Company immediately.

### 14 CODE OF CONDUCT

- 14.1 The Employee shall strictly adhere to the Company's code of conduct and all the disciplinary rules and regulations as in force from time to time.
- 14.2 The Employee shall refrain from engaging in any illegal or immoral activities within Company premises as well outside which can bring disrepute to the Company.
- 14.3 The Employee shall not use Company's assets and facilities for their private use without prior information and approval from his supervisor. The Employee shall refrain from doing his personal work / private business during the office working hours.
- 14.4 Whilst the Company encourages the use of email and the internet to aid communication and improve efficiency, inappropriate use of these systems can cause serious problems which may involve legal claims against both the Company and individual Employee. In line with the Hemmersbach Group, therefore the Employee agrees to abide by the rules of the Company Policy.

### 15 USE OF EQUIPMENT

The Employee undertakes to comply with the rules of the Company in force from time to time concerning the use of materials, equipment and computer systems of the Company and the Group Companies. The Employee gives his consent to a representative of the Company gaining access to the email of the Employee in case of absence or in order to protect the interest of the Company.

### 16 DATA PROTECTION

Any data arising due to and during the employment will be stored and processed in the headquarters of the Hemmersbach Group, based in Nuremberg, Germany. Both parties shall therefore adhere to the statutory stipulations of the General Data Protection Regulation (GDPR) under European law, while considering the local data protection requirements. The Employee gives his consent to the Company and the Hemmersbach Group of Companies processing and transferring work related data (including data relating to sickness affecting the performance of the Employee) within India and abroad as the case may be for purposes related to the Employment, other administrative purposes or any other purpose related to the collection, storage or transfer of personal data in compliance with applicable Indian law.



## 17 BACKGROUND CHECK

- 17.1 The Employee agrees to provide the Company with an official document issued by the police or a governmental agency (e.g. criminal record / certificate of good conduct) in order to testify any criminal records as part of a background check. This certificate or at least the confirmation of the request should be presented to the Company at the latest on the first working day.
- 17.2 The Employee agrees to undergo further background checks (e.g. advanced security vetting), if these are or will be required for the role.

## 18 WRITTEN FORM AND EXISTENCE OF THE CONTRACT

- 18.1 Ancillary agreements and amendments are only valid, if they are in writing, signed and have approval by decision of the Shareholders' meeting; this also applies to the waiver of this written form requirement.
- 18.2 If one of the provisions of this contract is or becomes invalid, in whole or in part, this shall not affect the validity of the remaining provisions. In such a case the contract shall be executed as the Parties intended. If the validity of a provision of performance or time is affected, it shall be replaced by the provision permitted by law.

## 19 JURISDICTION

The terms of this Agreement shall be construed in accordance with the laws of India and both parties irrevocably submit to the jurisdiction of the Courts of Bangalore to settle any disputes that may arise in connection with this Employment.

## 20 COPIES OF THIS CONTRACT

The Company and the Employee have each received one copy of this contract.

## 21 MISCELLANEOUS

- 21.1 The Employee is not permitted to use the Company's Internet or telephone for private purposes. Likewise sending private emails is prohibited.
- 21.2 Working or driving a company car under the influence of alcohol or drugs is strictly prohibited.
- 21.3 The company shall be informed in writing of the loss of your driving licence including information regarding the duration of and reason for said loss. If a driving licence is required to carry out his role the Company reserves the right to terminate the employment contract without notice.
- 21.4 The Company is entitled to save all use of the email system and the Internet in order to monitor adherence to the above provisions using the saved data for a maximum duration of three months.

The undersigned hereby acknowledge that they have read and fully understand the terms of this Agreement, the terms and conditions of which are hereby incorporated and acknowledged by this document.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first below written.

Date: 02.09.2021

Date: 02.09.2022



---

Mr. Kunal Verma  
Country Manager, India  
Hemmersbach India Private Limited

Enclosure:

☐ Annexure A: Job Description

Annexure A

## JOB DESCRIPTION

Position: Service Desk Manager  
Job Family: Admin-Operations  
Reports to: Teamlead-Operations, Manager, Country Manager

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The employee is expected to perform his / her duties as outlined here. The continuity of this contract is dependent upon the fulfillments of the job responsibilities expressed therein. In some circumstances the employee may also be required to perform tasks other than those stated here and is expected to do so with the utmost diligence and professionalism. This shall not affect the remuneration provisions.

For project requirements, the employee might be required to work on project shift duty based on project need. Job

Purpose:

To undertake all administrative tasks and activities in a professional and timely manner and in accordance with all internal process requirements. To adhere to the Hemmersbach Service Delivery Code (SDC) and all other Hemmersbach standards in the corresponding field of service or customer account. To break the company's annual BIG THREE goals down into realizable tasks, which are incorporated into the daily routine Responsibilities and Accountabilities:

- ☐ Proactively manage their areas of responsibility, in particular ensuring that Hemmersbach delivers a high level of internal and external customer satisfaction, which also meets the business goals.
- ☐ Ensure all work is delivered consistently and in accordance with lead measures and Key Performance Indicators (KPIs).
- ☐ Work on day-to-day activities, such as responding to tickets and implementing processes in order to help things run smoothly.
- ☐ Communicate with all levels of Hemmersbach Management, which includes producing reports to a high standard in a timely manner with accurate data.
- ☐ Proactively improve personal skills to achieve better performance and to improve the quality of daily business.

#### Review of this Job Description

This job description is an indicator of general areas of activity and will be amended in light of the changing needs of the organisation. Additionally, the skill development of every employee in this position will be determined once a year via the categorization and feedback procedure.

I, hereby accept and agree the terms and conditions of employment set out in this Job Description.

02.09.2021

Date: \_\_\_\_\_

## EMPLOYMENT CONTRACT

between

Hemmersbach India Private Limited,  
M/s. Whitefield Area Commerce and Industries Association (WACIA),  
No.40-J, WACIA Road, Mahadevapura post, Bangalore - 560048 a  
Company incorporated under the Companies Act, 2013  
- hereinafter referred to as the “Company” -

and

- TUSHAR SINGH

- hereinafter referred to as the “Employee”<sup>1</sup> -

Each of the aforesaid shall hereinafter be referred to individually as a “Party” and collectively as “Parties”.

The following employment contract is concluded:

### 1 COMMENCEMENT OF THE EMPLOYMENT CONTRACT

The employment contract shall commence accordingly.

### 2 PROBATIONARY PERIOD

- 2.1 A probationary period of six (6) months is agreed and shall end on 03.04.2021. An extension of the probationary period may be determined by the Company in its sole and absolute discretion.
- 2.2 The employment contract may be terminated by either party at any time during the probationary period giving a written notice period of one (1) month to the other party or paying the equivalent of one (1) month’s Basic Salary in lieu of such notice.

### 3 TYPE AND SCOPE OF THE ROLE

- 3.1 CHANDU Lis employed as a Service Desk Manager.
- 3.2 The Employee shall work exclusively for the Company and shall perform such duties, functions and responsibilities as are customarily associated with such position and as directed by the Company. The Employee will perform his duties with due care, skill and highest professional standards to the satisfaction of the Company’s management. The duties and responsibilities of the Employee are as set out in the job description as attached in ANNEXURE A.
- 3.3 The nature of the Company’s business requires that the Employee is flexible in his approach to work in order to service its best interests. Accordingly, the Employee agrees that the Company may at any

time vary the position, scope of duties, and responsibilities of the Employee. The Employee may be required to undertake

<sup>1</sup>

References to the masculine form always refer to both male and female employees. For the purposes of simplification the masculine form is used.

different duties or reporting line be changed in order to take into account the changing needs of the Company's business and Employee's role within it.

- 3.4 The Employee is employed to work at the Bangalore site. It is possible that the Employee may be relocated to a different site due to a project at any time for operational reasons. No expenses will be payable to the Employee for relocation/travel etc. for the purposes of joining.
- 3.5 Clauses 3.3 and 3.4 shall not affect the remuneration provisions.
- 3.6 The Employee shall serve the Company faithfully, conscientiously and to the best of his ability and shall promote the interests and reputation of the Company. The Employee will abide by the time schedule and holiday schedule of the Company and will show due commitment and diligence in his work.
- 3.7 The Employee shall place all of his work capacity at the Company's disposal. The Company shall be informed in writing of any secondary employment. Secondary employment which affects the work assignments of the Employee and the legitimate commercial interests of the Company may only be exercised after consent has been given. During the term of this employment contract the Employee may not conclude any business transactions on his own behalf or on account of a third party.
- 3.8 Unless prevented by sickness or disability, the Employee shall devote all of his time, attention, knowledge, energy and skills during normal working hours and at such other times as the Employee's duties and responsibilities may require. The working hours are however to be placed in accordance with Company, client and project requirements. The Employee understands that as the Company works with strong global interactions, there will be a need for meetings, conference calls at different timings and days including holidays.
- 3.9 The Employee is obligated to participate in the improvement and reduction in price of work procedures and distribution procedures.

#### 4 WORKING HOURS

- 4.1 The Employee will place his entire effort, knowledge, and skill in the service of the Company. She shall work a minimum of 40 (forty) hours on five days per week. She is obliged, however, to be available for the Company at any time, as far as the concerns of the Company require, and to attend to its interests without any entitlement to overtime pay or other compensation.
- 4.2 [The Employee is obligated to be available to be on-call or on-standby. The frequency and scope of being oncall / on-standby shall be determined by the department.]
- 4.3 Daily starting and finishing times and breaks shall comply with the respective company operational arrangements. The Company is entitled to make changes to this.

#### 5 REMUNERATION

- 5.1 The Employee shall receive an annual salary in the amount of INR 3,36,000.00 gross. The remuneration is to be paid in Indian Rupees in twelve (12) equal parts.

- 5.2 Payment shall be made on the last day of the month by bank transfer to a bank account of the Employee, details of which shall be given within one (1) week of the conclusion of the contract.
- 5.3 The remunerations paid to the Employee shall be subject to usual statutory and other deductions, including tax and any other contributions normally required to be withheld by an Employer under applicable laws in India.
- 5.4 The Employee shall be solely responsible for paying any taxes direct or indirect, State or local and other obligations and the filing of any required returns or other information relating hereto.
- 5.5 The Employee is obligated to keep the amount of his payments confidential.

## 6 ACCEPTING THIRD-PARTY BENEFITS

The Company is committed to ensuring all business relationships with suppliers and clients are legal and based on professional integrity. The Employee shall strictly adhere to Company's business conduct and Integrity policy and refrain from accepting gifts from Vendors / Suppliers / Customers / Other agencies at all times. The Employee is obligated to immediately inform the Company of any such attempts made towards him.

## 7 OVERTIME/OVERTIME PAY

The Employee is permitted trust-based working hours. In return any overtime worked is compensated in full by salary without any additional entitlement to overtime pay or other compensation.

## 8 INABILITY TO ATTEND TO WORK

- 8.1 Any inability to carry out duties shall be reported to the Country Manager or direct supervisor immediately, as well as the duration and the reason. This must be done between 8:00 a.m. at the earliest and 9:00 a.m. at the latest (sick report).
- 8.2 On the last day of absence from work the Country Manager or direct supervisor shall be informed about when the employee will resume his/her work by phone. This must be done by 4:00 p.m. at the latest (recovery report).
- 8.3 If the Employee is ill for longer than two (2) days, a doctor's note regarding his inability to attend work and the expected duration shall be provided not later than on the third (3) day after the commencement of the inability to work. A new doctor's note shall be submitted on the next working day after the expiry of the expected duration of the inability to attend work as stated in the doctor's note.
- 8.4 If the Employee repeatedly and, despite warnings, fails to inform the Company of his illness and / or fails to present the Company with a doctor's note, the Company is entitled to terminate the employment contract without adhering to a notice period.

## 9 CONTINUED REMUNERATION WHEN UNABLE TO ATTEND WORK

- 9.1 If the Employee is not able to attend work due to illness, he shall be entitled to a maximum of twelve (12) days per annum of paid sick leave.
- 9.2 Accrued sick leave can't be carried over to the next calendar year.
- 9.3 Paid sick leave may not be used to extend a holiday or vacation and once an employee has given notice to quit. Sick leave will not be paid out upon the termination.

- 9.4 If the Employee has the right to claim damages from a third party regarding loss of earnings which he is entitled to because he is unable to attend work, he hereby assigns this right to the Company if his salary continues to be paid while he is unable to attend work.
- 9.5 In accordance with the agreed regulations above, the Employee shall, in particular, immediately provide the Company with all information necessary to enforce their claim for damages.
- 9.6 The Employee is further advised that the Company is entitled to refuse to continue to pay his remuneration if the Employee has not satisfied his obligations arising from section 8 and 9 of this contract.
- 9.7 The Employee shall not be entitled to payment in lieu of not availed sick leave at any time.

## 10 ANNUAL LEAVE

- 10.1 The Employee shall receive 18 (eighteen) working days of annual/privileged leave with full pay per calendar year. If the employment contract is not in force for a whole year, the Employee shall receive 1/12 of his annual leave entitlement for each completed calendar month.
- 10.2 The Company must approve when annual leave is taken. The Employee must request annual leave in good time. Annual leave must be discussed with the Head of Department and must abide by the valid arrangements regarding absence cover in the respective area. Disrupting normal business operations is to be avoided at all costs.
- 10.3 Annual leave must be taken in the current leave year. The leave year begins on January 01st and ends on December 31st. Carrying annual leave over to the next calendar year is only permitted with the consent of the Company. In the event annual leave is carried over, it must be taken by March 31st of the following year at the latest.

Exceptions to this require special management approval.

- 10.4 Upon termination of the Employment (however occasioned) the Employee shall be paid in lieu of any accrued and not availed annual leave to which the Employee becomes entitled during the Employment. Payment for accrued annual leave shall be calculated on the basis of the rate of the Basic Salary. The Annual term shall be calculated exclusive of public holidays.
- 10.5 The Employee is entitled to 7 days of Public Holidays, which are defined as per Company policy. The Company is entitled to change these Public Holidays due to operational reasons at any time.
- 10.6 The Employee shall be entitled to 2 (two) days paid casual leave per calendar year. This leave is available to use as it is accrued. Accrued leave can't be carried over to the next calendar year.
- 10.7 Any leave is subject to approval by the Company and shall be in accordance with the relevant regulations regarding temporary replacements. Interruption of business operations has to be avoided.

## 11 TERMINATION OF THE EMPLOYMENT CONTRACT

- 11.1 As stated in section 1 this employment contract is for a fixed term until 03.10.2022 and shall end on that date without notice having to be given.
- 11.2 On completion of the probation period, either initial, or extended, as the case may be, the Employment of the Employee with the Company will end as defined under clause 1.
- 11.3 Either party can terminate this Agreement with a written notice of two (2) months or two (2) months' salary in lieu of notice. The official notification becomes valid upon arrival of delivery.



- 11.4 In any case of notice, the Company is entitled to release the Employee from work under deduction of any vacation time remaining due up to the expiration of the period of notice.
- 11.5 The right to terminate the Contract extraordinarily remains unaffected. In particular and without prejudice to the generality of the foregoing provision, the Company shall be entitled to terminate the Contract summarily by written notice and without any payment in lieu of notice (but without prejudice to the rights and remedies of the Company for any breach of this Contract of Employment and to the Employee's continuing obligations) in any of the following events:
- (a) If the Employee commits any serious or wilful or persistent breach or breaches of any express or implied term of this Contract.
  - (b) If the Employee commits any serious or wilful or persistent breach or breaches of any express or implied Company policy.
  - (c) If the Company has good reason to believe that the Employee has committed any criminal offence or been guilty of any dishonesty or serious misconduct whether during the performance of his duties or otherwise.
  - (d) If the Employee's petitions for bankruptcy or has a bankruptcy order made against him or applies to take the benefit of any legislation for the relief of insolvent debtors or if he makes any composition with his creditors.
  - (e) If any information relating to the Employee's suitability for Employment by the Company and provided in the course of applying for Employment is found to be materially false or misleading.
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- 14.4 Whilst the Company encourages the use of email and the internet to aid communication and improve efficiency, inappropriate use of these systems can cause serious problems which may involve legal claims against both the Company and individual Employee. In line with the Hemmersbach Group, therefore the Employee agrees to abide by the rules of the Company Policy.

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## 19 JURISDICTION

The terms of this Agreement shall be construed in accordance with the laws of India and both parties irrevocably submit to the jurisdiction of the Courts of Bangalore to settle any disputes that may arise in connection with this Employment.

## 20 COPIES OF THIS CONTRACT

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## 21 MISCELLANEOUS

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- 21.2 Working or driving a company car under the influence of alcohol or drugs is strictly prohibited.
- 21.3 The company shall be informed in writing of the loss of your driving licence including information regarding the duration of and reason for said loss. If a driving licence is required to carry out his role the Company reserves the right to terminate the employment contract without notice.
- 21.4 The Company is entitled to save all use of the email system and the Internet in order to monitor adherence to the above provisions using the saved data for a maximum duration of three months.

The undersigned hereby acknowledge that they have read and fully understand the terms of this Agreement, the terms and conditions of which are hereby incorporated and acknowledged by this document.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first below written.

Date: 02.09.2021

Date: 02.09.2022



---

Mr. Kunal Verma  
Country Manager, India  
Hemmersbach India Private Limited

Enclosure:

☐ Annexure A: Job Description

Annexure A

## JOB DESCRIPTION

Position: Service Desk Manager  
Job Family: Admin-Operations  
Reports to: Teamlead-Operations, Manager, Country Manager

---

The employee is expected to perform his / her duties as outlined here. The continuity of this contract is dependent upon the fulfillments of the job responsibilities expressed therein. In some circumstances the employee may also be required to perform tasks other than those stated here and is expected to do so with the utmost diligence and professionalism. This shall not affect the remuneration provisions.

For project requirements, the employee might be required to work on project shift duty based on project need. Job

Purpose:

To undertake all administrative tasks and activities in a professional and timely manner and in accordance with all internal process requirements. To adhere to the Hemmersbach Service Delivery Code (SDC) and all other Hemmersbach standards in the corresponding field of service or customer account. To break the company's annual BIG THREE goals down into realizable tasks, which are incorporated into the daily routine Responsibilities and Accountabilities:

- Proactively manage their areas of responsibility, in particular ensuring that Hemmersbach delivers a high level of internal and external customer satisfaction, which also meets the business goals.
- Ensure all work is delivered consistently and in accordance with lead measures and Key Performance Indicators (KPIs).
- Work on day-to-day activities, such as responding to tickets and implementing processes in order to help things run smoothly.
- Communicate with all levels of Hemmersbach Management, which includes producing reports to a high standard in a timely manner with accurate data.
- Proactively improve personal skills to achieve better performance and to improve the quality of daily business.

#### Review of this Job Description

This job description is an indicator of general areas of activity and will be amended in light of the changing needs of the organisation. Additionally, the skill development of every employee in this position will be determined once a year via the categorization and feedback procedure.

I, hereby accept and agree the terms and conditions of employment set out in this Job Description.

02.09.2021

Date: \_\_\_\_\_

**UJJWAL KUMAR**

Dear **UJJWAL KUMAR**

On behalf of CAI Info India Private Ltd., I would like to reconfirm our verbal offer of employment as a **"Jr. Software Engineer"** for an annual CTC of Rs. 3,00,000.00 (Rupees three lakhs thirty thousand) beginning on your anticipated start date, Monday, February 05, 2024. This will be paid to you monthly at the end of each month in increments of Rs. 25,000.00 (gross monthly CTC).

Special Clauses:

- During the period of your employment, the Company may at any time assign or transfer you to any location in the world where the Company/its clients has its establishment. In such an event, you shall be entitled to allowances in accordance with the policies of the Company.
- If you do not have an existing account with ICICI Bank, you will be required to establish one within 2 weeks of your first pay.
- You shall be considered for the next financial review in 2025.

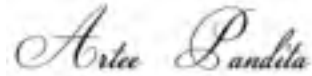
You are required to bring the following documents at the time of reporting for employment: -

- Last updated resume
- Latest passport size photograph
- A copy of Educational Certificates for all years of education and mark cards -
- Copy of passport
- Form 16

Please sign the bottom portion of this letter indicating your acceptance of this position and return the same immediately. You will be issued an appointment letter upon your acceptance of this offer letter.

Thank You and Welcome.

Yours Truly, Accepted By:



**Artee Pandita** \_\_\_\_\_  
**Director-Human Resources**

Divyasree Towers, Floor 5, Guruppanapalya  
Bannerghatta Main Road, Bangalore-560029  
[www.cai.io](http://www.cai.io) [inquire@cai.io](mailto:inquire@cai.io)

Detailed CTC Breakdown:

| Description       | Monthly              | Yearly                 |
|-------------------|----------------------|------------------------|
| Basic             | INR 13,750.00        | INR 1,65,000.00        |
| HRA               | INR 5,500.00         | INR 66,000.00          |
| Conveyance        | INR 300.00           | INR 3,600.00           |
| Medical Allowance | INR 700.00           | INR 8,400.00           |
| Statutory Bonus   | INR 2,500.00         | INR 30,000.00          |
| Provident Fund    | INR 3,300.00         | INR 39,600.00          |
| Gratuity          | INR 661.38           | INR 7,936.50           |
| Special Allowance | INR 788.63           | INR 9,463.50           |
| <b>Total</b>      | <b>INR 25,000.00</b> | <b>INR 3,00,000.00</b> |

Accepted By:

---

Divyasree Towers, Floor 5, Guruppanapalya  
Bannerghatta Main Road, Bangalore-560029  
[www.cai.io](http://www.cai.io) [inquire@cai.io](mailto:inquire@cai.io)

**CAI Info India Private Limited**

080 -45340400



Dear UDATE VARSHA DASHARATH,

I am pleased to extend an offer of employment for the position of Counselor at Sukino Health Care. After reviewing your qualifications and experience, we are excited about the prospect of you joining our team.

**Compensation and Benefits:**

Base Salary: 300000per year, payable bi-weekly.

Health Insurance: Comprehensive medical, dental, and vision insurance plans.

Retirement Plans: 401(k) with company match.

Professional Development: Opportunities for continuing education and training.

**Role and Responsibilities:**

As a Counselor at Sukino Health Care, your key responsibilities will include:

Providing individual and group counseling to clients with a focus on mental health and personal development.

Developing and implementing individualized treatment plans in collaboration with clients and healthcare teams.

Conducting assessments and evaluations to monitor client progress and adjust treatment plans as needed.

Engaging in crisis intervention and providing support during high-risk situations.

Facilitating workshops and support groups to promote mental wellness and stress management.

Maintaining confidential client records and adhering to ethical and professional standards.

**Conditions of Employment:**

Your employment is contingent upon the successful completion of background checks and verification of your professional credentials.

You will be required to sign a confidentiality agreement and adhere to Sukino Health Care's policies and procedures.



Acceptance:

Please confirm your acceptance of this offer by signing and returning a copy of this letter. Should you have any questions or require additional information, feel free to contact me directly.

We are excited about the possibility of you joining our team and contributing to the high-quality care we provide at Sukino Health Care. We look forward to your positive response.

Acceptance of Offer

I, [Candidate's Name], accept the position of Counselor at Sukino Health Care under the terms outlined in this offer letter.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**UPPUGANDLA RAGHUVVEERA REDDY**

Dear **UPPUGANDLA RAGHUVVEERA REDDY**

On behalf of CAI Info India Private Ltd., I would like to reconfirm our verbal offer of employment as a **"Jr. Software Engineer"** for an annual CTC of Rs. 3,00,000.00 (Rupees three lakhs thirty thousand) beginning on your anticipated start date, Monday, February 05, 2024. This will be paid to you monthly at the end of each month in increments of Rs. 25,000.00 (gross monthly CTC).

Special Clauses:

- During the period of your employment, the Company may at any time assign or transfer you to any location in the world where the Company/its clients has its establishment. In such an event, you shall be entitled to allowances in accordance with the policies of the Company.
- If you do not have an existing account with ICICI Bank, you will be required to establish one within 2 weeks of your first pay.
- You shall be considered for the next financial review in 2025.

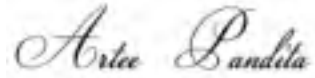
You are required to bring the following documents at the time of reporting for employment: -

- Last updated resume
- Latest passport size photograph
- A copy of Educational Certificates for all years of education and mark cards -
- Copy of passport
- Form 16

Please sign the bottom portion of this letter indicating your acceptance of this position and return the same immediately. You will be issued an appointment letter upon your acceptance of this offer letter.

Thank You and Welcome.

Yours Truly, Accepted By:



**Artee Pandita** \_\_\_\_\_  
**Director-Human Resources**

Divyasree Towers, Floor 5, Guruppanapalya  
Bannerghatta Main Road, Bangalore-560029  
[www.cai.io](http://www.cai.io) [inquire@cai.io](mailto:inquire@cai.io)

Detailed CTC Breakdown:

| Description       | Monthly              | Yearly                 |
|-------------------|----------------------|------------------------|
| Basic             | INR 13,750.00        | INR 1,65,000.00        |
| HRA               | INR 5,500.00         | INR 66,000.00          |
| Conveyance        | INR 300.00           | INR 3,600.00           |
| Medical Allowance | INR 700.00           | INR 8,400.00           |
| Statutory Bonus   | INR 2,500.00         | INR 30,000.00          |
| Provident Fund    | INR 3,300.00         | INR 39,600.00          |
| Gratuity          | INR 661.38           | INR 7,936.50           |
| Special Allowance | INR 788.63           | INR 9,463.50           |
| <b>Total</b>      | <b>INR 25,000.00</b> | <b>INR 3,00,000.00</b> |

Accepted By:

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Divyasree Towers, Floor 5, Guruppanapalya  
Bannerghatta Main Road, Bangalore-560029  
[www.cai.io](http://www.cai.io) [inquire@cai.io](mailto:inquire@cai.io)

**CAI Info India Private Limited**

080 -45340400



25-10-2023

**Sub: OFFER LETTER**

Dear **SHREYAS N,**

**CMR University**

We Legato Healthcare Technologies are pleased to inform you that you have successfully completed the selection process with us, and this letter is to confirm that we intend to offer a **“Developer I – Software Engineering”** competency level opportunity to you, on the following key terms and conditions:

1. Your designation at the time of joining would be Associate Software Engineer.
2. Your total annual costs to company (CTC) would be amounting of **INR 425000/- (Four Lakh Twenty Five Thousand Rupees only) along with INR 25,000/- as joining bonus.**

Please note that the above terms and conditions are subject to change at the company's direction, without any prior intimation. Based on your acceptance of this LOI and subject to completion of documentation and BGV process, detailed Offer letter will be issued to you, which contains the following details:

- Date of Joining
- Joining Location
- Others terms and conditions.

The date of joining and the location of posting will be based on business requirements. Legato Health Technologies solely reserves the right to make any changes to the date of joining and the location of posting.

Here is wishing you a successful career with Legato Health Technologies. We look forward to welcoming you on board.

Sincerely,

**Vinesh George**

**Director I – Human Resources**

**US Technology**

If you have any query or concerns, please reach us at [excelerate@carelon.com](mailto:excelerate@carelon.com).



25-10-2023

**Sub: OFFER LETTER**

Dear **SUMANTH B,**

**CMR University**

We Legato Healthcare Technologies are pleased to inform you that you have successfully completed the selection process with us, and this letter is to confirm that we intend to offer a **“Developer I – Software Engineering”** competency level opportunity to you, on the following key terms and conditions:

1. Your designation at the time of joining would be Associate Software Engineer.
2. Your total annual costs to company (CTC) would be amounting of **INR 425000/- (Four Lakh Twenty Five Thousand Rupees only) along with INR 25,000/- as joining bonus.**

Please note that the above terms and conditions are subject to change at the company's direction, without any prior intimation. Based on your acceptance of this LOI and subject to completion of documentation and BGV process, detailed Offer letter will be issued to you, which contains the following details:

- Date of Joining
- Joining Location
- Others terms and conditions.

The date of joining and the location of posting will be based on business requirements. Legato Health Technologies solely reserves the right to make any changes to the date of joining and the location of posting.

Here is wishing you a successful career with Legato Health Technologies. We look forward to welcoming you on board.

Sincerely,

**Vinesh George**

**Director I – Human Resources**

**US Technology**

If you have any query or concerns, please reach us at [excelerate@carelon.com](mailto:excelerate@carelon.com).



25-10-2023

**Sub: OFFER LETTER**

Dear **HEMAVATHY B,**

**CMR University**

We Legato Healthcare Technologies are pleased to inform you that you have successfully completed the selection process with us, and this letter is to confirm that we intend to offer a **“Developer I – Software Engineering”** competency level opportunity to you, on the following key terms and conditions:

1. Your designation at the time of joining would be Associate Software Engineer.
2. Your total annual costs to company (CTC) would be amounting of **INR 425000/- (Four Lakh Twenty Five Thousand Rupees only) along with INR 25,000/- as joining bonus.**

Please note that the above terms and conditions are subject to change at the company's direction, without any prior intimation. Based on your acceptance of this LOI and subject to completion of documentation and BGV process, detailed Offer letter will be issued to you, which contains the following details:

- Date of Joining
- Joining Location
- Others terms and conditions.

The date of joining and the location of posting will be based on business requirements. Legato Health Technologies solely reserves the right to make any changes to the date of joining and the location of posting.

Here is wishing you a successful career with Legato Health Technologies. We look forward to welcoming you on board.

Sincerely,

**Vinesh George**

**Director I – Human Resources**

**US Technology**

If you have any query or concerns, please reach us at [excelerate@carelon.com](mailto:excelerate@carelon.com).



25-10-2023

**Sub: OFFER LETTER**

Dear **P GIRISH,**

**CMR University**

We Legato Healthcare Technologies are pleased to inform you that you have successfully completed the selection process with us, and this letter is to confirm that we intend to offer a **“Developer I – Software Engineering”** competency level opportunity to you, on the following key terms and conditions:

1. Your designation at the time of joining would be Associate Software Engineer.
2. Your total annual costs to company (CTC) would be amounting of **INR 425000/- (Four Lakh Twenty Five Thousand Rupees only) along with INR 25,000/- as joining bonus.**

Please note that the above terms and conditions are subject to change at the company's direction, without any prior intimation. Based on your acceptance of this LOI and subject to completion of documentation and BGV process, detailed Offer letter will be issued to you, which contains the following details:

- Date of Joining
- Joining Location
- Others terms and conditions.

The date of joining and the location of posting will be based on business requirements. Legato Health Technologies solely reserves the right to make any changes to the date of joining and the location of posting.

Here is wishing you a successful career with Legato Health Technologies. We look forward to welcoming you on board.

Sincerely,

**Vinesh George**

**Director I – Human Resources**

**US Technology**

If you have any query or concerns, please reach us at [excelerate@carelon.com](mailto:excelerate@carelon.com).





25-10-2023

**Sub: OFFER LETTER**

Dear **SAMPREETHI D,**

**CMR University**

We Legato Healthcare Technologies are pleased to inform you that you have successfully completed the selection process with us, and this letter is to confirm that we intend to offer a **“Developer I – Software Engineering”** competency level opportunity to you, on the following key terms and conditions:

1. Your designation at the time of joining would be Associate Software Engineer.
2. Your total annual costs to company (CTC) would be amounting of **INR 425000/- (Four Lakh Twenty Five Thousand Rupees only) along with INR 25,000/- as joining bonus.**

Please note that the above terms and conditions are subject to change at the company's direction, without any prior intimation. Based on your acceptance of this LOI and subject to completion of documentation and BGV process, detailed Offer letter will be issued to you, which contains the following details:

- Date of Joining
- Joining Location
- Others terms and conditions.

The date of joining and the location of posting will be based on business requirements. Legato Health Technologies solely reserves the right to make any changes to the date of joining and the location of posting.

Here is wishing you a successful career with Legato Health Technologies. We look forward to welcoming you on board.

Sincerely,

**Vinesh George**

**Director I – Human Resources**

**US Technology**

If you have any query or concerns, please reach us at [excelerate@carelon.com](mailto:excelerate@carelon.com).

## EMPLOYMENT CONTRACT

between

Hemmersbach India Private Limited,  
M/s. Whitefield Area Commerce and Industries Association (WACIA),  
No.40-J, WACIA Road, Mahadevapura post, Bangalore - 560048 a  
Company incorporated under the Companies Act, 2013  
- hereinafter referred to as the “Company” -

and

- V PAVITHRA

- hereinafter referred to as the “Employee”<sup>1</sup> -

Each of the aforesaid shall hereinafter be referred to individually as a “Party” and collectively as “Parties”.

The following employment contract is concluded:

### 1 COMMENCEMENT OF THE EMPLOYMENT CONTRACT

The employment contract shall commence accordingly.

### 2 PROBATIONARY PERIOD

- 2.1 A probationary period of six (6) months is agreed and shall end on 03.04.2021. An extension of the probationary period may be determined by the Company in its sole and absolute discretion.
- 2.2 The employment contract may be terminated by either party at any time during the probationary period giving a written notice period of one (1) month to the other party or paying the equivalent of one (1) month’s Basic Salary in lieu of such notice.

### 3 TYPE AND SCOPE OF THE ROLE

- 3.1 CHANDU Lis employed as a Service Desk Manager.
- 3.2 The Employee shall work exclusively for the Company and shall perform such duties, functions and responsibilities as are customarily associated with such position and as directed by the Company. The Employee will perform his duties with due care, skill and highest professional standards to the satisfaction of the Company’s management. The duties and responsibilities of the Employee are as set out in the job description as attached in ANNEXURE A.
- 3.3 The nature of the Company’s business requires that the Employee is flexible in his approach to work in order to service its best interests. Accordingly, the Employee agrees that the Company may at any

time vary the position, scope of duties, and responsibilities of the Employee. The Employee may be required to undertake

<sup>1</sup>

References to the masculine form always refer to both male and female employees. For the purposes of simplification the masculine form is used.

different duties or reporting line be changed in order to take into account the changing needs of the Company's business and Employee's role within it.

- 3.4 The Employee is employed to work at the Bangalore site. It is possible that the Employee may be relocated to a different site due to a project at any time for operational reasons. No expenses will be payable to the Employee for relocation/travel etc. for the purposes of joining.
- 3.5 Clauses 3.3 and 3.4 shall not affect the remuneration provisions.
- 3.6 The Employee shall serve the Company faithfully, conscientiously and to the best of his ability and shall promote the interests and reputation of the Company. The Employee will abide by the time schedule and holiday schedule of the Company and will show due commitment and diligence in his work.
- 3.7 The Employee shall place all of his work capacity at the Company's disposal. The Company shall be informed in writing of any secondary employment. Secondary employment which affects the work assignments of the Employee and the legitimate commercial interests of the Company may only be exercised after consent has been given. During the term of this employment contract the Employee may not conclude any business transactions on his own behalf or on account of a third party.
- 3.8 Unless prevented by sickness or disability, the Employee shall devote all of his time, attention, knowledge, energy and skills during normal working hours and at such other times as the Employee's duties and responsibilities may require. The working hours are however to be placed in accordance with Company, client and project requirements. The Employee understands that as the Company works with strong global interactions, there will be a need for meetings, conference calls at different timings and days including holidays.
- 3.9 The Employee is obligated to participate in the improvement and reduction in price of work procedures and distribution procedures.

#### 4 WORKING HOURS

- 4.1 The Employee will place his entire effort, knowledge, and skill in the service of the Company. She shall work a minimum of 40 (forty) hours on five days per week. She is obliged, however, to be available for the Company at any time, as far as the concerns of the Company require, and to attend to its interests without any entitlement to overtime pay or other compensation.
- 4.2 [The Employee is obligated to be available to be on-call or on-standby. The frequency and scope of being oncall / on-standby shall be determined by the department.]
- 4.3 Daily starting and finishing times and breaks shall comply with the respective company operational arrangements. The Company is entitled to make changes to this.

#### 5 REMUNERATION

- 5.1 The Employee shall receive an annual salary in the amount of INR 3,36,000.00 gross. The remuneration is to be paid in Indian Rupees in twelve (12) equal parts.

- 5.2 Payment shall be made on the last day of the month by bank transfer to a bank account of the Employee, details of which shall be given within one (1) week of the conclusion of the contract.
- 5.3 The remunerations paid to the Employee shall be subject to usual statutory and other deductions, including tax and any other contributions normally required to be withheld by an Employer under applicable laws in India.
- 5.4 The Employee shall be solely responsible for paying any taxes direct or indirect, State or local and other obligations and the filing of any required returns or other information relating hereto.
- 5.5 The Employee is obligated to keep the amount of his payments confidential.

## 6 ACCEPTING THIRD-PARTY BENEFITS

The Company is committed to ensuring all business relationships with suppliers and clients are legal and based on professional integrity. The Employee shall strictly adhere to Company's business conduct and Integrity policy and refrain from accepting gifts from Vendors / Suppliers / Customers / Other agencies at all times. The Employee is obligated to immediately inform the Company of any such attempts made towards him.

## 7 OVERTIME/OVERTIME PAY

The Employee is permitted trust-based working hours. In return any overtime worked is compensated in full by salary without any additional entitlement to overtime pay or other compensation.

## 8 INABILITY TO ATTEND TO WORK

- 8.1 Any inability to carry out duties shall be reported to the Country Manager or direct supervisor immediately, as well as the duration and the reason. This must be done between 8:00 a.m. at the earliest and 9:00 a.m. at the latest (sick report).
- 8.2 On the last day of absence from work the Country Manager or direct supervisor shall be informed about when the employee will resume his/her work by phone. This must be done by 4:00 p.m. at the latest (recovery report).
- 8.3 If the Employee is ill for longer than two (2) days, a doctor's note regarding his inability to attend work and the expected duration shall be provided not later than on the third (3) day after the commencement of the inability to work. A new doctor's note shall be submitted on the next working day after the expiry of the expected duration of the inability to attend work as stated in the doctor's note.
- 8.4 If the Employee repeatedly and, despite warnings, fails to inform the Company of his illness and / or fails to present the Company with a doctor's note, the Company is entitled to terminate the employment contract without adhering to a notice period.

## 9 CONTINUED REMUNERATION WHEN UNABLE TO ATTEND WORK

- 9.1 If the Employee is not able to attend work due to illness, he shall be entitled to a maximum of twelve (12) days per annum of paid sick leave.
- 9.2 Accrued sick leave can't be carried over to the next calendar year.
- 9.3 Paid sick leave may not be used to extend a holiday or vacation and once an employee has given notice to quit. Sick leave will not be paid out upon the termination.

- 9.4 If the Employee has the right to claim damages from a third party regarding loss of earnings which he is entitled to because he is unable to attend work, he hereby assigns this right to the Company if his salary continues to be paid while he is unable to attend work.
- 9.5 In accordance with the agreed regulations above, the Employee shall, in particular, immediately provide the Company with all information necessary to enforce their claim for damages.
- 9.6 The Employee is further advised that the Company is entitled to refuse to continue to pay his remuneration if the Employee has not satisfied his obligations arising from section 8 and 9 of this contract.
- 9.7 The Employee shall not be entitled to payment in lieu of not availed sick leave at any time.

## 10 ANNUAL LEAVE

- 10.1 The Employee shall receive 18 (eighteen) working days of annual/privileged leave with full pay per calendar year. If the employment contract is not in force for a whole year, the Employee shall receive 1/12 of his annual leave entitlement for each completed calendar month.
- 10.2 The Company must approve when annual leave is taken. The Employee must request annual leave in good time. Annual leave must be discussed with the Head of Department and must abide by the valid arrangements regarding absence cover in the respective area. Disrupting normal business operations is to be avoided at all costs.
- 10.3 Annual leave must be taken in the current leave year. The leave year begins on January 01st and ends on December 31st. Carrying annual leave over to the next calendar year is only permitted with the consent of the Company. In the event annual leave is carried over, it must be taken by March 31st of the following year at the latest.

Exceptions to this require special management approval.

- 10.4 Upon termination of the Employment (however occasioned) the Employee shall be paid in lieu of any accrued and not availed annual leave to which the Employee becomes entitled during the Employment. Payment for accrued annual leave shall be calculated on the basis of the rate of the Basic Salary. The Annual term shall be calculated exclusive of public holidays.
- 10.5 The Employee is entitled to 7 days of Public Holidays, which are defined as per Company policy. The Company is entitled to change these Public Holidays due to operational reasons at any time.
- 10.6 The Employee shall be entitled to 2 (two) days paid casual leave per calendar year. This leave is available to use as it is accrued. Accrued leave can't be carried over to the next calendar year.
- 10.7 Any leave is subject to approval by the Company and shall be in accordance with the relevant regulations regarding temporary replacements. Interruption of business operations has to be avoided.

## 11 TERMINATION OF THE EMPLOYMENT CONTRACT

- 11.1 As stated in section 1 this employment contract is for a fixed term until 03.10.2022 and shall end on that date without notice having to be given.
- 11.2 On completion of the probation period, either initial, or extended, as the case may be, the Employment of the Employee with the Company will end as defined under clause 1.
- 11.3 Either party can terminate this Agreement with a written notice of two (2) months or two (2) months' salary in lieu of notice. The official notification becomes valid upon arrival of delivery.

- 11.4 In any case of notice, the Company is entitled to release the Employee from work under deduction of any vacation time remaining due up to the expiration of the period of notice.
- 11.5 The right to terminate the Contract extraordinarily remains unaffected. In particular and without prejudice to the generality of the foregoing provision, the Company shall be entitled to terminate the Contract summarily by written notice and without any payment in lieu of notice (but without prejudice to the rights and remedies of the Company for any breach of this Contract of Employment and to the Employee's continuing obligations) in any of the following events:
- (a) If the Employee commits any serious or wilful or persistent breach or breaches of any express or implied term of this Contract.
  - (b) If the Employee commits any serious or wilful or persistent breach or breaches of any express or implied Company policy.
  - (c) If the Company has good reason to believe that the Employee has committed any criminal offence or been guilty of any dishonesty or serious misconduct whether during the performance of his duties or otherwise.
  - (d) If the Employee's petitions for bankruptcy or has a bankruptcy order made against him or applies to take the benefit of any legislation for the relief of insolvent debtors or if he makes any composition with his creditors.
  - (e) If any information relating to the Employee's suitability for Employment by the Company and provided in the course of applying for Employment is found to be materially false or misleading.
- 11.6 A notice by the Employee may be submitted to the Supervisor/Director / Managing Director of the Company.
- 11.7 It is not permitted to terminate the employment contract giving proper notice before the agreed start date.
- 11.8 Upon cessation of this employment contract or in the event that the Company has granted leave from duty, the Employee must immediately and completely release to the Company all documents, objects and data regarding the affairs of the Company, especially keys, badges, telephones, computers, books, models, and recordings of any type including any duplicates for copies in his possession. The Employee acknowledges that all objects and data are the property of the Company and therefore he has no right to retention. If the Company property is not returned, a fee of INR 3,500.00 (three thousand five hundred) shall be deducted from the salary of the Employee.
- 11.9 The employment contract shall cease automatically without notice of termination upon expiry of the month in which the Employee reaches the age of 65 or when a total loss of working capacity is ascertained.

## 12 CONFIDENTIALTY

- 12.1 The Employee is obligated to keep all confidential matters, in particular business and trade secrets of the Company, and companies and persons affiliated with the Company strictly confidential. This obligation shall also continue to persist after the cessation of the employment contract.
- 12.2 All documents relating to the Company or to companies and persons affiliated with the Company, in particular all notes, specifications for tenders and contracts, records, reports, correspondence and similar documents including any copies thereof, all data carriers/data and all items provided to the Employee shall be handled with care and may only be used for business purposes. Removing these items from the business premises or a reproduction of the data/items is prohibited.



- 12.3 When the employment contract ends or upon commencement of a leave of absence when notice to terminate the employment contract has been given the Employee shall return to the Company unprompted all documents, data carriers and items in his possession which were provided to him during his employment. During the period of the employment contract this is to be done if ordered to do so. This applies correspondingly to non-physical information and materials, such as computer programs and other data, for example. The Employee is not permitted to retain back-ups of these.
- 12.4 The Employee is obligated to keep individual arrangements in or regarding this contract of employment confidential towards third parties. This includes in particular salary and, in case of fixed term contracts, the duration.

### 13 REPORTING CHANGES

Changes to marital status, place of residence and matters which could cause special statutory privileges, e.g. severe disablement and other matters which are important to the Company, shall be reported to the Company immediately.

### 14 CODE OF CONDUCT

- 14.1 The Employee shall strictly adhere to the Company's code of conduct and all the disciplinary rules and regulations as in force from time to time.
- 14.2 The Employee shall refrain from engaging in any illegal or immoral activities within Company premises as well outside which can bring disrepute to the Company.
- 14.3 The Employee shall not use Company's assets and facilities for their private use without prior information and approval from his supervisor. The Employee shall refrain from doing his personal work / private business during the office working hours.
- 14.4 Whilst the Company encourages the use of email and the internet to aid communication and improve efficiency, inappropriate use of these systems can cause serious problems which may involve legal claims against both the Company and individual Employee. In line with the Hemmersbach Group, therefore the Employee agrees to abide by the rules of the Company Policy.

### 15 USE OF EQUIPMENT

The Employee undertakes to comply with the rules of the Company in force from time to time concerning the use of materials, equipment and computer systems of the Company and the Group Companies. The Employee gives his consent to a representative of the Company gaining access to the email of the Employee in case of absence or in order to protect the interest of the Company.

### 16 DATA PROTECTION

Any data arising due to and during the employment will be stored and processed in the headquarters of the Hemmersbach Group, based in Nuremberg, Germany. Both parties shall therefore adhere to the statutory stipulations of the General Data Protection Regulation (GDPR) under European law, while considering the local data protection requirements. The Employee gives his consent to the Company and the Hemmersbach Group of Companies processing and transferring work related data (including data relating to sickness affecting the performance of the Employee) within India and abroad as the case may be for purposes related to the Employment, other administrative purposes or any other purpose related to the collection, storage or transfer of personal data in compliance with applicable Indian law.

## 17 BACKGROUND CHECK

- 17.1 The Employee agrees to provide the Company with an official document issued by the police or a governmental agency (e.g. criminal record / certificate of good conduct) in order to testify any criminal records as part of a background check. This certificate or at least the confirmation of the request should be presented to the Company at the latest on the first working day.
- 17.2 The Employee agrees to undergo further background checks (e.g. advanced security vetting), if these are or will be required for the role.

## 18 WRITTEN FORM AND EXISTENCE OF THE CONTRACT

- 18.1 Ancillary agreements and amendments are only valid, if they are in writing, signed and have approval by decision of the Shareholders' meeting; this also applies to the waiver of this written form requirement.
- 18.2 If one of the provisions of this contract is or becomes invalid, in whole or in part, this shall not affect the validity of the remaining provisions. In such a case the contract shall be executed as the Parties intended. If the validity of a provision of performance or time is affected, it shall be replaced by the provision permitted by law.

## 19 JURISDICTION

The terms of this Agreement shall be construed in accordance with the laws of India and both parties irrevocably submit to the jurisdiction of the Courts of Bangalore to settle any disputes that may arise in connection with this Employment.

## 20 COPIES OF THIS CONTRACT

The Company and the Employee have each received one copy of this contract.

## 21 MISCELLANEOUS

- 21.1 The Employee is not permitted to use the Company's Internet or telephone for private purposes. Likewise sending private emails is prohibited.
- 21.2 Working or driving a company car under the influence of alcohol or drugs is strictly prohibited.
- 21.3 The company shall be informed in writing of the loss of your driving licence including information regarding the duration of and reason for said loss. If a driving licence is required to carry out his role the Company reserves the right to terminate the employment contract without notice.
- 21.4 The Company is entitled to save all use of the email system and the Internet in order to monitor adherence to the above provisions using the saved data for a maximum duration of three months.



The undersigned hereby acknowledge that they have read and fully understand the terms of this Agreement, the terms and conditions of which are hereby incorporated and acknowledged by this document.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first below written.

Date: 02.09.2021

Date: 02.09.2022



---

Mr. Kunal Verma  
Country Manager, India  
Hemmersbach India Private Limited

Enclosure:

☐ Annexure A: Job Description

Annexure A

## JOB DESCRIPTION

Position: Service Desk Manager  
Job Family: Admin-Operations  
Reports to: Teamlead-Operations, Manager, Country Manager

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The employee is expected to perform his / her duties as outlined here. The continuity of this contract is dependent upon the fulfillments of the job responsibilities expressed therein. In some circumstances the employee may also be required to perform tasks other than those stated here and is expected to do so with the utmost diligence and professionalism. This shall not affect the remuneration provisions.

For project requirements, the employee might be required to work on project shift duty based on project need. Job

Purpose:

To undertake all administrative tasks and activities in a professional and timely manner and in accordance with all internal process requirements. To adhere to the Hemmersbach Service Delivery Code (SDC) and all other Hemmersbach standards in the corresponding field of service or customer account. To break the company's annual BIG THREE goals down into realizable tasks, which are incorporated into the daily routine Responsibilities and Accountabilities:

- Proactively manage their areas of responsibility, in particular ensuring that Hemmersbach delivers a high level of internal and external customer satisfaction, which also meets the business goals.
- Ensure all work is delivered consistently and in accordance with lead measures and Key Performance Indicators (KPIs).
- Work on day-to-day activities, such as responding to tickets and implementing processes in order to help things run smoothly.
- Communicate with all levels of Hemmersbach Management, which includes producing reports to a high standard in a timely manner with accurate data.
- Proactively improve personal skills to achieve better performance and to improve the quality of daily business.

#### Review of this Job Description

This job description is an indicator of general areas of activity and will be amended in light of the changing needs of the organisation. Additionally, the skill development of every employee in this position will be determined once a year via the categorization and feedback procedure.

I, hereby accept and agree the terms and conditions of employment set out in this Job Description.

02.09.2021

Date: \_\_\_\_\_

## EMPLOYMENT CONTRACT

between

Hemmersbach India Private Limited,  
M/s. Whitefield Area Commerce and Industries Association (WACIA),  
No.40-J, WACIA Road, Mahadevapura post, Bangalore - 560048 a  
Company incorporated under the Companies Act, 2013  
- hereinafter referred to as the “Company” -

and

- VAISHAK KRISHNA

- hereinafter referred to as the “Employee”<sup>1</sup> -

Each of the aforesaid shall hereinafter be referred to individually as a “Party” and collectively as “Parties”.

The following employment contract is concluded:

### 1 COMMENCEMENT OF THE EMPLOYMENT CONTRACT

The employment contract shall commence accordingly.

### 2 PROBATIONARY PERIOD

- 2.1 A probationary period of six (6) months is agreed and shall end on 03.04.2021. An extension of the probationary period may be determined by the Company in its sole and absolute discretion.
- 2.2 The employment contract may be terminated by either party at any time during the probationary period giving a written notice period of one (1) month to the other party or paying the equivalent of one (1) month’s Basic Salary in lieu of such notice.

### 3 TYPE AND SCOPE OF THE ROLE

- 3.1 CHANDU Lis employed as a Service Desk Manager.
- 3.2 The Employee shall work exclusively for the Company and shall perform such duties, functions and responsibilities as are customarily associated with such position and as directed by the Company. The Employee will perform his duties with due care, skill and highest professional standards to the satisfaction of the Company’s management. The duties and responsibilities of the Employee are as set out in the job description as attached in ANNEXURE A.
- 3.3 The nature of the Company’s business requires that the Employee is flexible in his approach to work in order to service its best interests. Accordingly, the Employee agrees that the Company may at any

time vary the position, scope of duties, and responsibilities of the Employee. The Employee may be required to undertake

<sup>1</sup>

References to the masculine form always refer to both male and female employees. For the purposes of simplification the masculine form is used.

different duties or reporting line be changed in order to take into account the changing needs of the Company's business and Employee's role within it.

- 3.4 The Employee is employed to work at the Bangalore site. It is possible that the Employee may be relocated to a different site due to a project at any time for operational reasons. No expenses will be payable to the Employee for relocation/travel etc. for the purposes of joining.
- 3.5 Clauses 3.3 and 3.4 shall not affect the remuneration provisions.
- 3.6 The Employee shall serve the Company faithfully, conscientiously and to the best of his ability and shall promote the interests and reputation of the Company. The Employee will abide by the time schedule and holiday schedule of the Company and will show due commitment and diligence in his work.
- 3.7 The Employee shall place all of his work capacity at the Company's disposal. The Company shall be informed in writing of any secondary employment. Secondary employment which affects the work assignments of the Employee and the legitimate commercial interests of the Company may only be exercised after consent has been given. During the term of this employment contract the Employee may not conclude any business transactions on his own behalf or on account of a third party.
- 3.8 Unless prevented by sickness or disability, the Employee shall devote all of his time, attention, knowledge, energy and skills during normal working hours and at such other times as the Employee's duties and responsibilities may require. The working hours are however to be placed in accordance with Company, client and project requirements. The Employee understands that as the Company works with strong global interactions, there will be a need for meetings, conference calls at different timings and days including holidays.
- 3.9 The Employee is obligated to participate in the improvement and reduction in price of work procedures and distribution procedures.

#### 4 WORKING HOURS

- 4.1 The Employee will place his entire effort, knowledge, and skill in the service of the Company. She shall work a minimum of 40 (forty) hours on five days per week. She is obliged, however, to be available for the Company at any time, as far as the concerns of the Company require, and to attend to its interests without any entitlement to overtime pay or other compensation.
- 4.2 [The Employee is obligated to be available to be on-call or on-standby. The frequency and scope of being oncall / on-standby shall be determined by the department.]
- 4.3 Daily starting and finishing times and breaks shall comply with the respective company operational arrangements. The Company is entitled to make changes to this.

#### 5 REMUNERATION

- 5.1 The Employee shall receive an annual salary in the amount of INR 3,36,000.00 gross. The remuneration is to be paid in Indian Rupees in twelve (12) equal parts.

- 5.2 Payment shall be made on the last day of the month by bank transfer to a bank account of the Employee, details of which shall be given within one (1) week of the conclusion of the contract.
- 5.3 The remunerations paid to the Employee shall be subject to usual statutory and other deductions, including tax and any other contributions normally required to be withheld by an Employer under applicable laws in India.
- 5.4 The Employee shall be solely responsible for paying any taxes direct or indirect, State or local and other obligations and the filing of any required returns or other information relating hereto.
- 5.5 The Employee is obligated to keep the amount of his payments confidential.

## 6 ACCEPTING THIRD-PARTY BENEFITS

The Company is committed to ensuring all business relationships with suppliers and clients are legal and based on professional integrity. The Employee shall strictly adhere to Company's business conduct and Integrity policy and refrain from accepting gifts from Vendors / Suppliers / Customers / Other agencies at all times. The Employee is obligated to immediately inform the Company of any such attempts made towards him.

## 7 OVERTIME/OVERTIME PAY

The Employee is permitted trust-based working hours. In return any overtime worked is compensated in full by salary without any additional entitlement to overtime pay or other compensation.

## 8 INABILITY TO ATTEND TO WORK

- 8.1 Any inability to carry out duties shall be reported to the Country Manager or direct supervisor immediately, as well as the duration and the reason. This must be done between 8:00 a.m. at the earliest and 9:00 a.m. at the latest (sick report).
- 8.2 On the last day of absence from work the Country Manager or direct supervisor shall be informed about when the employee will resume his/her work by phone. This must be done by 4:00 p.m. at the latest (recovery report).
- 8.3 If the Employee is ill for longer than two (2) days, a doctor's note regarding his inability to attend work and the expected duration shall be provided not later than on the third (3) day after the commencement of the inability to work. A new doctor's note shall be submitted on the next working day after the expiry of the expected duration of the inability to attend work as stated in the doctor's note.
- 8.4 If the Employee repeatedly and, despite warnings, fails to inform the Company of his illness and / or fails to present the Company with a doctor's note, the Company is entitled to terminate the employment contract without adhering to a notice period.

## 9 CONTINUED REMUNERATION WHEN UNABLE TO ATTEND WORK

- 9.1 If the Employee is not able to attend work due to illness, he shall be entitled to a maximum of twelve (12) days per annum of paid sick leave.
- 9.2 Accrued sick leave can't be carried over to the next calendar year.
- 9.3 Paid sick leave may not be used to extend a holiday or vacation and once an employee has given notice to quit. Sick leave will not be paid out upon the termination.

- 9.4 If the Employee has the right to claim damages from a third party regarding loss of earnings which he is entitled to because he is unable to attend work, he hereby assigns this right to the Company if his salary continues to be paid while he is unable to attend work.
- 9.5 In accordance with the agreed regulations above, the Employee shall, in particular, immediately provide the Company with all information necessary to enforce their claim for damages.
- 9.6 The Employee is further advised that the Company is entitled to refuse to continue to pay his remuneration if the Employee has not satisfied his obligations arising from section 8 and 9 of this contract.
- 9.7 The Employee shall not be entitled to payment in lieu of not availed sick leave at any time.

## 10 ANNUAL LEAVE

- 10.1 The Employee shall receive 18 (eighteen) working days of annual/privileged leave with full pay per calendar year. If the employment contract is not in force for a whole year, the Employee shall receive 1/12 of his annual leave entitlement for each completed calendar month.
- 10.2 The Company must approve when annual leave is taken. The Employee must request annual leave in good time. Annual leave must be discussed with the Head of Department and must abide by the valid arrangements regarding absence cover in the respective area. Disrupting normal business operations is to be avoided at all costs.
- 10.3 Annual leave must be taken in the current leave year. The leave year begins on January 01st and ends on December 31st. Carrying annual leave over to the next calendar year is only permitted with the consent of the Company. In the event annual leave is carried over, it must be taken by March 31st of the following year at the latest.

Exceptions to this require special management approval.

- 10.4 Upon termination of the Employment (however occasioned) the Employee shall be paid in lieu of any accrued and not availed annual leave to which the Employee becomes entitled during the Employment. Payment for accrued annual leave shall be calculated on the basis of the rate of the Basic Salary. The Annual term shall be calculated exclusive of public holidays.
- 10.5 The Employee is entitled to 7 days of Public Holidays, which are defined as per Company policy. The Company is entitled to change these Public Holidays due to operational reasons at any time.
- 10.6 The Employee shall be entitled to 2 (two) days paid casual leave per calendar year. This leave is available to use as it is accrued. Accrued leave can't be carried over to the next calendar year.
- 10.7 Any leave is subject to approval by the Company and shall be in accordance with the relevant regulations regarding temporary replacements. Interruption of business operations has to be avoided.

## 11 TERMINATION OF THE EMPLOYMENT CONTRACT

- 11.1 As stated in section 1 this employment contract is for a fixed term until 03.10.2022 and shall end on that date without notice having to be given.
- 11.2 On completion of the probation period, either initial, or extended, as the case may be, the Employment of the Employee with the Company will end as defined under clause 1.
- 11.3 Either party can terminate this Agreement with a written notice of two (2) months or two (2) months' salary in lieu of notice. The official notification becomes valid upon arrival of delivery.

- 11.4 In any case of notice, the Company is entitled to release the Employee from work under deduction of any vacation time remaining due up to the expiration of the period of notice.
- 11.5 The right to terminate the Contract extraordinarily remains unaffected. In particular and without prejudice to the generality of the foregoing provision, the Company shall be entitled to terminate the Contract summarily by written notice and without any payment in lieu of notice (but without prejudice to the rights and remedies of the Company for any breach of this Contract of Employment and to the Employee's continuing obligations) in any of the following events:
- (a) If the Employee commits any serious or wilful or persistent breach or breaches of any express or implied term of this Contract.
  - (b) If the Employee commits any serious or wilful or persistent breach or breaches of any express or implied Company policy.
  - (c) If the Company has good reason to believe that the Employee has committed any criminal offence or been guilty of any dishonesty or serious misconduct whether during the performance of his duties or otherwise.
  - (d) If the Employee's petitions for bankruptcy or has a bankruptcy order made against him or applies to take the benefit of any legislation for the relief of insolvent debtors or if he makes any composition with his creditors.
  - (e) If any information relating to the Employee's suitability for Employment by the Company and provided in the course of applying for Employment is found to be materially false or misleading.
- 11.6 A notice by the Employee may be submitted to the Supervisor/Director / Managing Director of the Company.
- 11.7 It is not permitted to terminate the employment contract giving proper notice before the agreed start date.
- 11.8 Upon cessation of this employment contract or in the event that the Company has granted leave from duty, the Employee must immediately and completely release to the Company all documents, objects and data regarding the affairs of the Company, especially keys, badges, telephones, computers, books, models, and recordings of any type including any duplicates for copies in his possession. The Employee acknowledges that all objects and data are the property of the Company and therefore he has no right to retention. If the Company property is not returned, a fee of INR 3,500.00 (three thousand five hundred) shall be deducted from the salary of the Employee.
- 11.9 The employment contract shall cease automatically without notice of termination upon expiry of the month in which the Employee reaches the age of 65 or when a total loss of working capacity is ascertained.

## 12 CONFIDENTIALTY

- 12.1 The Employee is obligated to keep all confidential matters, in particular business and trade secrets of the Company, and companies and persons affiliated with the Company strictly confidential. This obligation shall also continue to persist after the cessation of the employment contract.
- 12.2 All documents relating to the Company or to companies and persons affiliated with the Company, in particular all notes, specifications for tenders and contracts, records, reports, correspondence and similar documents including any copies thereof, all data carriers/data and all items provided to the Employee shall be handled with care and may only be used for business purposes. Removing these items from the business premises or a reproduction of the data/items is prohibited.



- 12.3 When the employment contract ends or upon commencement of a leave of absence when notice to terminate the employment contract has been given the Employee shall return to the Company unprompted all documents, data carriers and items in his possession which were provided to him during his employment. During the period of the employment contract this is to be done if ordered to do so. This applies correspondingly to non-physical information and materials, such as computer programs and other data, for example. The Employee is not permitted to retain back-ups of these.
- 12.4 The Employee is obligated to keep individual arrangements in or regarding this contract of employment confidential towards third parties. This includes in particular salary and, in case of fixed term contracts, the duration.

### 13 REPORTING CHANGES

Changes to marital status, place of residence and matters which could cause special statutory privileges, e.g. severe disablement and other matters which are important to the Company, shall be reported to the Company immediately.

### 14 CODE OF CONDUCT

- 14.1 The Employee shall strictly adhere to the Company's code of conduct and all the disciplinary rules and regulations as in force from time to time.
- 14.2 The Employee shall refrain from engaging in any illegal or immoral activities within Company premises as well outside which can bring disrepute to the Company.
- 14.3 The Employee shall not use Company's assets and facilities for their private use without prior information and approval from his supervisor. The Employee shall refrain from doing his personal work / private business during the office working hours.
- 14.4 Whilst the Company encourages the use of email and the internet to aid communication and improve efficiency, inappropriate use of these systems can cause serious problems which may involve legal claims against both the Company and individual Employee. In line with the Hemmersbach Group, therefore the Employee agrees to abide by the rules of the Company Policy.

### 15 USE OF EQUIPMENT

The Employee undertakes to comply with the rules of the Company in force from time to time concerning the use of materials, equipment and computer systems of the Company and the Group Companies. The Employee gives his consent to a representative of the Company gaining access to the email of the Employee in case of absence or in order to protect the interest of the Company.

### 16 DATA PROTECTION

Any data arising due to and during the employment will be stored and processed in the headquarters of the Hemmersbach Group, based in Nuremberg, Germany. Both parties shall therefore adhere to the statutory stipulations of the General Data Protection Regulation (GDPR) under European law, while considering the local data protection requirements. The Employee gives his consent to the Company and the Hemmersbach Group of Companies processing and transferring work related data (including data relating to sickness affecting the performance of the Employee) within India and abroad as the case may be for purposes related to the Employment, other administrative purposes or any other purpose related to the collection, storage or transfer of personal data in compliance with applicable Indian law.



## 17 BACKGROUND CHECK

- 17.1 The Employee agrees to provide the Company with an official document issued by the police or a governmental agency (e.g. criminal record / certificate of good conduct) in order to testify any criminal records as part of a background check. This certificate or at least the confirmation of the request should be presented to the Company at the latest on the first working day.
- 17.2 The Employee agrees to undergo further background checks (e.g. advanced security vetting), if these are or will be required for the role.

## 18 WRITTEN FORM AND EXISTENCE OF THE CONTRACT

- 18.1 Ancillary agreements and amendments are only valid, if they are in writing, signed and have approval by decision of the Shareholders' meeting; this also applies to the waiver of this written form requirement.
- 18.2 If one of the provisions of this contract is or becomes invalid, in whole or in part, this shall not affect the validity of the remaining provisions. In such a case the contract shall be executed as the Parties intended. If the validity of a provision of performance or time is affected, it shall be replaced by the provision permitted by law.

## 19 JURISDICTION

The terms of this Agreement shall be construed in accordance with the laws of India and both parties irrevocably submit to the jurisdiction of the Courts of Bangalore to settle any disputes that may arise in connection with this Employment.

## 20 COPIES OF THIS CONTRACT

The Company and the Employee have each received one copy of this contract.

## 21 MISCELLANEOUS

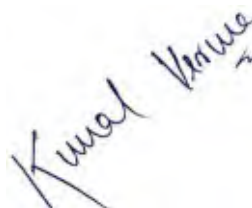
- 21.1 The Employee is not permitted to use the Company's Internet or telephone for private purposes. Likewise sending private emails is prohibited.
- 21.2 Working or driving a company car under the influence of alcohol or drugs is strictly prohibited.
- 21.3 The company shall be informed in writing of the loss of your driving licence including information regarding the duration of and reason for said loss. If a driving licence is required to carry out his role the Company reserves the right to terminate the employment contract without notice.
- 21.4 The Company is entitled to save all use of the email system and the Internet in order to monitor adherence to the above provisions using the saved data for a maximum duration of three months.

The undersigned hereby acknowledge that they have read and fully understand the terms of this Agreement, the terms and conditions of which are hereby incorporated and acknowledged by this document.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first below written.

Date: 02.09.2021

Date: 02.09.2022



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Mr. Kunal Verma  
Country Manager, India  
Hemmersbach India Private Limited

Enclosure:

☐ Annexure A: Job Description

Annexure A

## JOB DESCRIPTION

Position: Service Desk Manager  
Job Family: Admin-Operations  
Reports to: Teamlead-Operations, Manager, Country Manager

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The employee is expected to perform his / her duties as outlined here. The continuity of this contract is dependent upon the fulfillments of the job responsibilities expressed therein. In some circumstances the employee may also be required to perform tasks other than those stated here and is expected to do so with the utmost diligence and professionalism. This shall not affect the remuneration provisions.

For project requirements, the employee might be required to work on project shift duty based on project need. Job

Purpose:

To undertake all administrative tasks and activities in a professional and timely manner and in accordance with all internal process requirements. To adhere to the Hemmersbach Service Delivery Code (SDC) and all other Hemmersbach standards in the corresponding field of service or customer account. To break the company's annual BIG THREE goals down into realizable tasks, which are incorporated into the daily routine Responsibilities and Accountabilities:

- ☐ Proactively manage their areas of responsibility, in particular ensuring that Hemmersbach delivers a high level of internal and external customer satisfaction, which also meets the business goals.
- ☐ Ensure all work is delivered consistently and in accordance with lead measures and Key Performance Indicators (KPIs).
- ☐ Work on day-to-day activities, such as responding to tickets and implementing processes in order to help things run smoothly.
- ☐ Communicate with all levels of Hemmersbach Management, which includes producing reports to a high standard in a timely manner with accurate data.
- ☐ Proactively improve personal skills to achieve better performance and to improve the quality of daily business.

#### Review of this Job Description

This job description is an indicator of general areas of activity and will be amended in light of the changing needs of the organisation. Additionally, the skill development of every employee in this position will be determined once a year via the categorization and feedback procedure.

I, hereby accept and agree the terms and conditions of employment set out in this Job Description.

02.09.2021

Date: \_\_\_\_\_

## OFFER LETTER

Dear VAISHNAVI KULKARNI,

Subsequent to your meetings with Go Digit General Insurance Limited, we are pleased to make an offer of employment on the following terms and conditions:

- 1.1 You shall be appointed to the position of **Graduate Trainee Engineer – Analytics and Data Science**.
- 1.2 As an employee of the Organisation, your Gross Annual Compensation (Cost to Company) will be **Rs. 450000/-** (Rupees Four Lac Fifty Thousand Only).
- 1.3 Your Gross Annual Compensation will include a performance-linked variable of **11.00%** subject to achievement of pre-defined targets.
- 1.4 All terms and conditions of your employment, including the code of conduct, will be in accordance with the Company's policies and procedures and the Employment Agreement.
- 1.5 The Trainee Program will be for a period of **1 year** from your date of joining.
- 1.6 Your employment will also be dependent upon completion of your Graduation / Post Graduation as per the training programme.
- 1.7 Your employment with the Company is subject to:
  - (a) The accuracy of the testimonials and information provided by you; and,
  - (b) You being free from any contractual restrictions preventing you from accepting this offer and will return receipt of acceptance of this offer within 5 workings days.
- 1.8 At any time, the contract may be terminated by either party by giving 90 days' notice in writing. Go Digit General Insurance reserves the right to payment of salary in lieu of the notice period.
- 1.9 We are glad that you have accepted our offer. In order to confirm your joining, you would be required to submit a proof of your resignation from your current company



BACKED BY FAIRFAX

within 7 days of receipt of this offer letter. In case of failure to submit the same within the stipulated time period, the company reserves a right to withdraw this offer.

On the day of your joining kindly bring photocopies of your certificates (all education qualifications, address proof, Pan card copy, ID proof, all previous employers' certificates, Form 16, Last employer's salary slip of last 3 months, relieving Letter from last employer), along with four passport size photographs.

This offer is being issued subject to successful verification of all your documents submitted. As a token of your acceptance of our offer and the terms of this letter, please sign in the space provided below and return the same to us. We are excited at the prospect of having you join us and look forward to a rewarding association.

**Annexure A**  
**Compensation Entitlement Sheet**

|                               | Monthly       | Annual         |
|-------------------------------|---------------|----------------|
| Basic Salary                  | 11,667        | 140,000        |
| HRA                           | 4,667         | 56,000         |
| Education Allowance           | 200           | 2,400          |
| LTA                           | 972           | 11,662         |
| Statutory Bonus               | 972           | 11,662         |
| Special Allowance             | 12,495        | 149,942        |
| <b>Gross Salary</b>           | <b>30,972</b> | <b>371,666</b> |
| <u>Employer Contributions</u> |               |                |
| EPF                           | 1,800         | 21,600         |
| ESI                           | 0             | 0              |
| Gratuity                      | 561           | 6,734          |
| <b>Fixed Compensation</b>     | <b>33,333</b> | <b>400,000</b> |
| <b>Variable Pay</b>           |               | <b>50000</b>   |
|                               |               |                |
| <b>Annual Cost to Company</b> |               | <b>450,000</b> |

**Deductions:**

|                |               |               |
|----------------|---------------|---------------|
| EPF            | 1,800         | 21,600        |
| ESIC           | 0             | 0             |
| PT Deduction   | 200           | 2,500         |
| <b>Net Pay</b> | <b>28,972</b> | <b>450000</b> |

\*TDS deduction is subject to taxable income.

\*\*If your Annual Compensation includes a performance-linked variable then the payment will be subject to achievement of predefined targets. Variable pay shall be paid depending upon the performance of the employee and as per the company policies. Employee who has resigned or is serving his/her notice period, as on the date of payment, will not be eligible for payment of variable pay.

\*\*\* Eligibility for increment shall be depending upon the performance of the employee and as per company policies. Employee who has resigned or is serving his/her notice period will not be eligible for increment.

Sincerely,

**For Go Digit General Insurance Limited**



**Amrit Jaidka Arora**  
**CHRO**

**Vibhanshu Patel**





## Offer Letter - Intech Additive Solutions Pvt. Ltd.

Dear VANITHA V

Congratulations! We are pleased to offer you a position with Intech Additive Solutions Pvt. Ltd. **from Wednesday, 1 February 2023** in our DfAM group. The **internship** will be for 6 (Six) months. We will assess your performance over the initial months of the internship and convert your internship to a full-time job **offer** if your performance meets our requirements – to commence as soon as you graduate with the CTC of **INR 5,50,00/- ( Indian Rupees Fifty Lakhs Fifty Thousand only) per annum.**

Your stipend will be **INR 15,000/- (Indian Rupees Fifteen Thousand only) per month** for the internship duration, subject to the deduction of withholding taxes and statutory levies under applicable law towards your services.

Please confirm your acceptance of our internship offer via email as soon as possible.

You will be required to produce the following documents at the time of joining - Aadhar Card, PAN Card, and Bank details (Soft copy of cheque or 1st page of passbook).

During the internship period with us,

- Please follow instructions from your supervisors diligently and earnestly about your work.
- The company's rules and regulations will govern you.
- Confidentiality: You must maintain confidentiality associated with the company's information, including customer information. In this regard, you will sign a Confidentiality Agreement with the company.

We wish you the very best!

Best regards,

Murari Venkataraman Vice  
President - Operations Intech  
Additive Solutions Pvt. Ltd.  
#239, 11th Main Road,  
2nd Cross Road, 3rd Phase,  
Peenya Industrial Area, Bengaluru  
560058.





## Offer Letter - 360 Realtors Pvt. Ltd.

Dear Varsha Dasharath Umat,

Congratulations! We are pleased to offer you a Program Associate position with **360 Realtors Pvt. Ltd. from Tuesday, 1 February 2022**. The **internship** will be for 6 (Six) months. We will assess your performance over the initial months of the internship and convert your internship to a full-time job **offer** if your performance meets our requirements – to commence as soon as you graduate with the CTC of **INR 4,00,00/- ( Indian Rupees Four Lakhs only) per annum**.

You shall report to **360 Realtors Pvt. Ltd. on Tuesday, 1 February 2022, at 9.30 am**.

Your stipend will be **INR 15,000/- (Indian Rupees Fifteen Thousand only) per month** for the internship duration, subject to the deduction of withholding taxes and statutory levies under applicable law towards your services.

Please confirm your acceptance of our internship offer via email as soon as possible.

You will be required to produce the following documents at the time of joining - Aadhar Card, PAN Card, and Bank details (Soft copy of cheque or 1st page of passbook).

During the internship period with us,

- Please follow instructions from your supervisors diligently and earnestly about your work.
- The company's rules and regulations will govern you.
- Confidentiality: You must maintain confidentiality associated with the company's information, including customer information. In this regard, you will sign a Confidentiality Agreement with the company.

We wish you the very best!

Best regards,

HR & Admin  
360 Realtors Pvt. Ltd,  
Bangalore

## OFFER LETTER

Dear VARSHA S N,

Subsequent to your meetings with Go Digit General Insurance Limited, we are pleased to make an offer of employment on the following terms and conditions:

- 1.1 You shall be appointed to the position of **Graduate Trainee Engineer – Analytics and Data Science**.
- 1.2 As an employee of the Organisation, your Gross Annual Compensation (Cost to Company) will be **Rs. 450000/-** (Rupees Four Lac Fifty Thousand Only).
- 1.3 Your Gross Annual Compensation will include a performance-linked variable of **11.00%** subject to achievement of pre-defined targets.
- 1.4 All terms and conditions of your employment, including the code of conduct, will be in accordance with the Company's policies and procedures and the Employment Agreement.
- 1.5 The Trainee Program will be for a period of **1 year** from your date of joining.
- 1.6 Your employment will also be dependent upon completion of your Graduation / Post Graduation as per the training programme.
- 1.7 Your employment with the Company is subject to:
  - (a) The accuracy of the testimonials and information provided by you; and,
  - (b) You being free from any contractual restrictions preventing you from accepting this offer and will return receipt of acceptance of this offer within 5 workings days.
- 1.8 At any time, the contract may be terminated by either party by giving 90 days' notice in writing. Go Digit General Insurance reserves the right to payment of salary in lieu of the notice period.
- 1.9 We are glad that you have accepted our offer. In order to confirm your joining, you would be required to submit a proof of your resignation from your current company



BACKED BY FAIRFAX

within 7 days of receipt of this offer letter. In case of failure to submit the same within the stipulated time period, the company reserves a right to withdraw this offer.

On the day of your joining kindly bring photocopies of your certificates (all education qualifications, address proof, Pan card copy, ID proof, all previous employers' certificates, Form 16, Last employer's salary slip of last 3 months, relieving Letter from last employer), along with four passport size photographs.

This offer is being issued subject to successful verification of all your documents submitted. As a token of your acceptance of our offer and the terms of this letter, please sign in the space provided below and return the same to us. We are excited at the prospect of having you join us and look forward to a rewarding association.

**Annexure A**  
**Compensation Entitlement Sheet**

|                               | Monthly       | Annual         |
|-------------------------------|---------------|----------------|
| Basic Salary                  | 11,667        | 140,000        |
| HRA                           | 4,667         | 56,000         |
| Education Allowance           | 200           | 2,400          |
| LTA                           | 972           | 11,662         |
| Statutory Bonus               | 972           | 11,662         |
| Special Allowance             | 12,495        | 149,942        |
| <b>Gross Salary</b>           | <b>30,972</b> | <b>371,666</b> |
| <u>Employer Contributions</u> |               |                |
| EPF                           | 1,800         | 21,600         |
| ESI                           | 0             | 0              |
| Gratuity                      | 561           | 6,734          |
| <b>Fixed Compensation</b>     | <b>33,333</b> | <b>400,000</b> |
| <b>Variable Pay</b>           |               | <b>50000</b>   |
|                               |               |                |
| <b>Annual Cost to Company</b> |               | <b>450,000</b> |

**Deductions:**

|                |               |               |
|----------------|---------------|---------------|
| EPF            | 1,800         | 21,600        |
| ESIC           | 0             | 0             |
| PT Deduction   | 200           | 2,500         |
| <b>Net Pay</b> | <b>28,972</b> | <b>450000</b> |

\*TDS deduction is subject to taxable income.

\*\*If your Annual Compensation includes a performance-linked variable then the payment will be subject to achievement of predefined targets. Variable pay shall be paid depending upon the performance of the employee and as per the company policies. Employee who has resigned or is serving his/her notice period, as on the date of payment, will not be eligible for payment of variable pay.

\*\*\* Eligibility for increment shall be depending upon the performance of the employee and as per company policies. Employee who has resigned or is serving his/her notice period will not be eligible for increment.

Sincerely,

**For Go Digit General Insurance Limited**



**Amrit Jaidka Arora**  
**CHRO**

**Vibhanshu Patel**



## EMPLOYMENT CONTRACT

between

Hemmersbach India Private Limited,  
M/s. Whitefield Area Commerce and Industries Association (WACIA),  
No.40-J, WACIA Road, Mahadevapura post, Bangalore - 560048 a  
Company incorporated under the Companies Act, 2013  
- hereinafter referred to as the “Company” -

and

- VARSHINI L

- hereinafter referred to as the “Employee”<sup>1</sup> -

Each of the aforesaid shall hereinafter be referred to individually as a “Party” and collectively as “Parties”.

The following employment contract is concluded:

### 1 COMMENCEMENT OF THE EMPLOYMENT CONTRACT

The employment contract shall commence accordingly.

### 2 PROBATIONARY PERIOD

- 2.1 A probationary period of six (6) months is agreed and shall end on 03.04.2021. An extension of the probationary period may be determined by the Company in its sole and absolute discretion.
- 2.2 The employment contract may be terminated by either party at any time during the probationary period giving a written notice period of one (1) month to the other party or paying the equivalent of one (1) month’s Basic Salary in lieu of such notice.

### 3 TYPE AND SCOPE OF THE ROLE

- 3.1 CHANDU Lis employed as a Service Desk Manager.
- 3.2 The Employee shall work exclusively for the Company and shall perform such duties, functions and responsibilities as are customarily associated with such position and as directed by the Company. The Employee will perform his duties with due care, skill and highest professional standards to the satisfaction of the Company’s management. The duties and responsibilities of the Employee are as set out in the job description as attached in ANNEXURE A.
- 3.3 The nature of the Company’s business requires that the Employee is flexible in his approach to work in order to service its best interests. Accordingly, the Employee agrees that the Company may at any

time vary the position, scope of duties, and responsibilities of the Employee. The Employee may be required to undertake

<sup>1</sup>

References to the masculine form always refer to both male and female employees. For the purposes of simplification the masculine form is used.

different duties or reporting line be changed in order to take into account the changing needs of the Company's business and Employee's role within it.

- 3.4 The Employee is employed to work at the Bangalore site. It is possible that the Employee may be relocated to a different site due to a project at any time for operational reasons. No expenses will be payable to the Employee for relocation/travel etc. for the purposes of joining.
- 3.5 Clauses 3.3 and 3.4 shall not affect the remuneration provisions.
- 3.6 The Employee shall serve the Company faithfully, conscientiously and to the best of his ability and shall promote the interests and reputation of the Company. The Employee will abide by the time schedule and holiday schedule of the Company and will show due commitment and diligence in his work.
- 3.7 The Employee shall place all of his work capacity at the Company's disposal. The Company shall be informed in writing of any secondary employment. Secondary employment which affects the work assignments of the Employee and the legitimate commercial interests of the Company may only be exercised after consent has been given. During the term of this employment contract the Employee may not conclude any business transactions on his own behalf or on account of a third party.
- 3.8 Unless prevented by sickness or disability, the Employee shall devote all of his time, attention, knowledge, energy and skills during normal working hours and at such other times as the Employee's duties and responsibilities may require. The working hours are however to be placed in accordance with Company, client and project requirements. The Employee understands that as the Company works with strong global interactions, there will be a need for meetings, conference calls at different timings and days including holidays.
- 3.9 The Employee is obligated to participate in the improvement and reduction in price of work procedures and distribution procedures.

#### 4 WORKING HOURS

- 4.1 The Employee will place his entire effort, knowledge, and skill in the service of the Company. She shall work a minimum of 40 (forty) hours on five days per week. She is obliged, however, to be available for the Company at any time, as far as the concerns of the Company require, and to attend to its interests without any entitlement to overtime pay or other compensation.
- 4.2 [The Employee is obligated to be available to be on-call or on-standby. The frequency and scope of being oncall / on-standby shall be determined by the department.]
- 4.3 Daily starting and finishing times and breaks shall comply with the respective company operational arrangements. The Company is entitled to make changes to this.

#### 5 REMUNERATION

- 5.1 The Employee shall receive an annual salary in the amount of INR 3,36,000.00 gross. The remuneration is to be paid in Indian Rupees in twelve (12) equal parts.

- 5.2 Payment shall be made on the last day of the month by bank transfer to a bank account of the Employee, details of which shall be given within one (1) week of the conclusion of the contract.
- 5.3 The remunerations paid to the Employee shall be subject to usual statutory and other deductions, including tax and any other contributions normally required to be withheld by an Employer under applicable laws in India.
- 5.4 The Employee shall be solely responsible for paying any taxes direct or indirect, State or local and other obligations and the filing of any required returns or other information relating hereto.
- 5.5 The Employee is obligated to keep the amount of his payments confidential.

## 6 ACCEPTING THIRD-PARTY BENEFITS

The Company is committed to ensuring all business relationships with suppliers and clients are legal and based on professional integrity. The Employee shall strictly adhere to Company's business conduct and Integrity policy and refrain from accepting gifts from Vendors / Suppliers / Customers / Other agencies at all times. The Employee is obligated to immediately inform the Company of any such attempts made towards him.

## 7 OVERTIME/OVERTIME PAY

The Employee is permitted trust-based working hours. In return any overtime worked is compensated in full by salary without any additional entitlement to overtime pay or other compensation.

## 8 INABILITY TO ATTEND TO WORK

- 8.1 Any inability to carry out duties shall be reported to the Country Manager or direct supervisor immediately, as well as the duration and the reason. This must be done between 8:00 a.m. at the earliest and 9:00 a.m. at the latest (sick report).
- 8.2 On the last day of absence from work the Country Manager or direct supervisor shall be informed about when the employee will resume his/her work by phone. This must be done by 4:00 p.m. at the latest (recovery report).
- 8.3 If the Employee is ill for longer than two (2) days, a doctor's note regarding his inability to attend work and the expected duration shall be provided not later than on the third (3) day after the commencement of the inability to work. A new doctor's note shall be submitted on the next working day after the expiry of the expected duration of the inability to attend work as stated in the doctor's note.
- 8.4 If the Employee repeatedly and, despite warnings, fails to inform the Company of his illness and / or fails to present the Company with a doctor's note, the Company is entitled to terminate the employment contract without adhering to a notice period.

## 9 CONTINUED REMUNERATION WHEN UNABLE TO ATTEND WORK

- 9.1 If the Employee is not able to attend work due to illness, he shall be entitled to a maximum of twelve (12) days per annum of paid sick leave.
- 9.2 Accrued sick leave can't be carried over to the next calendar year.
- 9.3 Paid sick leave may not be used to extend a holiday or vacation and once an employee has given notice to quit. Sick leave will not be paid out upon the termination.



- 9.4 If the Employee has the right to claim damages from a third party regarding loss of earnings which he is entitled to because he is unable to attend work, he hereby assigns this right to the Company if his salary continues to be paid while he is unable to attend work.
- 9.5 In accordance with the agreed regulations above, the Employee shall, in particular, immediately provide the Company with all information necessary to enforce their claim for damages.
- 9.6 The Employee is further advised that the Company is entitled to refuse to continue to pay his remuneration if the Employee has not satisfied his obligations arising from section 8 and 9 of this contract.
- 9.7 The Employee shall not be entitled to payment in lieu of not availed sick leave at any time.

## 10 ANNUAL LEAVE

- 10.1 The Employee shall receive 18 (eighteen) working days of annual/privileged leave with full pay per calendar year. If the employment contract is not in force for a whole year, the Employee shall receive 1/12 of his annual leave entitlement for each completed calendar month.
- 10.2 The Company must approve when annual leave is taken. The Employee must request annual leave in good time. Annual leave must be discussed with the Head of Department and must abide by the valid arrangements regarding absence cover in the respective area. Disrupting normal business operations is to be avoided at all costs.
- 10.3 Annual leave must be taken in the current leave year. The leave year begins on January 01st and ends on December 31st. Carrying annual leave over to the next calendar year is only permitted with the consent of the Company. In the event annual leave is carried over, it must be taken by March 31st of the following year at the latest.

Exceptions to this require special management approval.

- 10.4 Upon termination of the Employment (however occasioned) the Employee shall be paid in lieu of any accrued and not availed annual leave to which the Employee becomes entitled during the Employment. Payment for accrued annual leave shall be calculated on the basis of the rate of the Basic Salary. The Annual term shall be calculated exclusive of public holidays.
- 10.5 The Employee is entitled to 7 days of Public Holidays, which are defined as per Company policy. The Company is entitled to change these Public Holidays due to operational reasons at any time.
- 10.6 The Employee shall be entitled to 2 (two) days paid casual leave per calendar year. This leave is available to use as it is accrued. Accrued leave can't be carried over to the next calendar year.
- 10.7 Any leave is subject to approval by the Company and shall be in accordance with the relevant regulations regarding temporary replacements. Interruption of business operations has to be avoided.

## 11 TERMINATION OF THE EMPLOYMENT CONTRACT

- 11.1 As stated in section 1 this employment contract is for a fixed term until 03.10.2022 and shall end on that date without notice having to be given.
- 11.2 On completion of the probation period, either initial, or extended, as the case may be, the Employment of the Employee with the Company will end as defined under clause 1.
- 11.3 Either party can terminate this Agreement with a written notice of two (2) months or two (2) months' salary in lieu of notice. The official notification becomes valid upon arrival of delivery.

- 11.4 In any case of notice, the Company is entitled to release the Employee from work under deduction of any vacation time remaining due up to the expiration of the period of notice.
- 11.5 The right to terminate the Contract extraordinarily remains unaffected. In particular and without prejudice to the generality of the foregoing provision, the Company shall be entitled to terminate the Contract summarily by written notice and without any payment in lieu of notice (but without prejudice to the rights and remedies of the Company for any breach of this Contract of Employment and to the Employee's continuing obligations) in any of the following events:
- (a) If the Employee commits any serious or wilful or persistent breach or breaches of any express or implied term of this Contract.
  - (b) If the Employee commits any serious or wilful or persistent breach or breaches of any express or implied Company policy.
  - (c) If the Company has good reason to believe that the Employee has committed any criminal offence or been guilty of any dishonesty or serious misconduct whether during the performance of his duties or otherwise.
  - (d) If the Employee's petitions for bankruptcy or has a bankruptcy order made against him or applies to take the benefit of any legislation for the relief of insolvent debtors or if he makes any composition with his creditors.
  - (e) If any information relating to the Employee's suitability for Employment by the Company and provided in the course of applying for Employment is found to be materially false or misleading.
- 11.6 A notice by the Employee may be submitted to the Supervisor/Director / Managing Director of the Company.
- 11.7 It is not permitted to terminate the employment contract giving proper notice before the agreed start date.
- 11.8 Upon cessation of this employment contract or in the event that the Company has granted leave from duty, the Employee must immediately and completely release to the Company all documents, objects and data regarding the affairs of the Company, especially keys, badges, telephones, computers, books, models, and recordings of any type including any duplicates for copies in his possession. The Employee acknowledges that all objects and data are the property of the Company and therefore he has no right to retention. If the Company property is not returned, a fee of INR 3,500.00 (three thousand five hundred) shall be deducted from the salary of the Employee.
- 11.9 The employment contract shall cease automatically without notice of termination upon expiry of the month in which the Employee reaches the age of 65 or when a total loss of working capacity is ascertained.

## 12 CONFIDENTIALTY

- 12.1 The Employee is obligated to keep all confidential matters, in particular business and trade secrets of the Company, and companies and persons affiliated with the Company strictly confidential. This obligation shall also continue to persist after the cessation of the employment contract.
- 12.2 All documents relating to the Company or to companies and persons affiliated with the Company, in particular all notes, specifications for tenders and contracts, records, reports, correspondence and similar documents including any copies thereof, all data carriers/data and all items provided to the Employee shall be handled with care and may only be used for business purposes. Removing these items from the business premises or a reproduction of the data/items is prohibited.

- 12.3 When the employment contract ends or upon commencement of a leave of absence when notice to terminate the employment contract has been given the Employee shall return to the Company unprompted all documents, data carriers and items in his possession which were provided to him during his employment. During the period of the employment contract this is to be done if ordered to do so. This applies correspondingly to non-physical information and materials, such as computer programs and other data, for example. The Employee is not permitted to retain back-ups of these.
- 12.4 The Employee is obligated to keep individual arrangements in or regarding this contract of employment confidential towards third parties. This includes in particular salary and, in case of fixed term contracts, the duration.

### 13 REPORTING CHANGES

Changes to marital status, place of residence and matters which could cause special statutory privileges, e.g. severe disablement and other matters which are important to the Company, shall be reported to the Company immediately.

### 14 CODE OF CONDUCT

- 14.1 The Employee shall strictly adhere to the Company's code of conduct and all the disciplinary rules and regulations as in force from time to time.
- 14.2 The Employee shall refrain from engaging in any illegal or immoral activities within Company premises as well outside which can bring disrepute to the Company.
- 14.3 The Employee shall not use Company's assets and facilities for their private use without prior information and approval from his supervisor. The Employee shall refrain from doing his personal work / private business during the office working hours.
- 14.4 Whilst the Company encourages the use of email and the internet to aid communication and improve efficiency, inappropriate use of these systems can cause serious problems which may involve legal claims against both the Company and individual Employee. In line with the Hemmersbach Group, therefore the Employee agrees to abide by the rules of the Company Policy.

### 15 USE OF EQUIPMENT

The Employee undertakes to comply with the rules of the Company in force from time to time concerning the use of materials, equipment and computer systems of the Company and the Group Companies. The Employee gives his consent to a representative of the Company gaining access to the email of the Employee in case of absence or in order to protect the interest of the Company.

### 16 DATA PROTECTION

Any data arising due to and during the employment will be stored and processed in the headquarters of the Hemmersbach Group, based in Nuremberg, Germany. Both parties shall therefore adhere to the statutory stipulations of the General Data Protection Regulation (GDPR) under European law, while considering the local data protection requirements. The Employee gives his consent to the Company and the Hemmersbach Group of Companies processing and transferring work related data (including data relating to sickness affecting the performance of the Employee) within India and abroad as the case may be for purposes related to the Employment, other administrative purposes or any other purpose related to the collection, storage or transfer of personal data in compliance with applicable Indian law.

## 17 BACKGROUND CHECK

- 17.1 The Employee agrees to provide the Company with an official document issued by the police or a governmental agency (e.g. criminal record / certificate of good conduct) in order to testify any criminal records as part of a background check. This certificate or at least the confirmation of the request should be presented to the Company at the latest on the first working day.
- 17.2 The Employee agrees to undergo further background checks (e.g. advanced security vetting), if these are or will be required for the role.

## 18 WRITTEN FORM AND EXISTENCE OF THE CONTRACT

- 18.1 Ancillary agreements and amendments are only valid, if they are in writing, signed and have approval by decision of the Shareholders' meeting; this also applies to the waiver of this written form requirement.
- 18.2 If one of the provisions of this contract is or becomes invalid, in whole or in part, this shall not affect the validity of the remaining provisions. In such a case the contract shall be executed as the Parties intended. If the validity of a provision of performance or time is affected, it shall be replaced by the provision permitted by law.

## 19 JURISDICTION

The terms of this Agreement shall be construed in accordance with the laws of India and both parties irrevocably submit to the jurisdiction of the Courts of Bangalore to settle any disputes that may arise in connection with this Employment.

## 20 COPIES OF THIS CONTRACT

The Company and the Employee have each received one copy of this contract.

## 21 MISCELLANEOUS

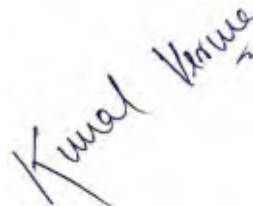
- 21.1 The Employee is not permitted to use the Company's Internet or telephone for private purposes. Likewise sending private emails is prohibited.
- 21.2 Working or driving a company car under the influence of alcohol or drugs is strictly prohibited.
- 21.3 The company shall be informed in writing of the loss of your driving licence including information regarding the duration of and reason for said loss. If a driving licence is required to carry out his role the Company reserves the right to terminate the employment contract without notice.
- 21.4 The Company is entitled to save all use of the email system and the Internet in order to monitor adherence to the above provisions using the saved data for a maximum duration of three months.

The undersigned hereby acknowledge that they have read and fully understand the terms of this Agreement, the terms and conditions of which are hereby incorporated and acknowledged by this document.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first below written.

Date: 02.09.2021

Date: 02.09.2022



---

Mr. Kunal Verma  
Country Manager, India  
Hemmersbach India Private Limited

Enclosure:

☐ Annexure A: Job Description

Annexure A

## JOB DESCRIPTION

Position: Service Desk Manager  
Job Family: Admin-Operations  
Reports to: Teamlead-Operations, Manager, Country Manager

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The employee is expected to perform his / her duties as outlined here. The continuity of this contract is dependent upon the fulfillments of the job responsibilities expressed therein. In some circumstances the employee may also be required to perform tasks other than those stated here and is expected to do so with the utmost diligence and professionalism. This shall not affect the remuneration provisions.

For project requirements, the employee might be required to work on project shift duty based on project need. Job

Purpose:

To undertake all administrative tasks and activities in a professional and timely manner and in accordance with all internal process requirements. To adhere to the Hemmersbach Service Delivery Code (SDC) and all other Hemmersbach standards in the corresponding field of service or customer account. To break the company's annual BIG THREE goals down into realizable tasks, which are incorporated into the daily routine Responsibilities and Accountabilities:

- Proactively manage their areas of responsibility, in particular ensuring that Hemmersbach delivers a high level of internal and external customer satisfaction, which also meets the business goals.
- Ensure all work is delivered consistently and in accordance with lead measures and Key Performance Indicators (KPIs).
- Work on day-to-day activities, such as responding to tickets and implementing processes in order to help things run smoothly.
- Communicate with all levels of Hemmersbach Management, which includes producing reports to a high standard in a timely manner with accurate data.
- Proactively improve personal skills to achieve better performance and to improve the quality of daily business.

#### Review of this Job Description

This job description is an indicator of general areas of activity and will be amended in light of the changing needs of the organisation. Additionally, the skill development of every employee in this position will be determined once a year via the categorization and feedback procedure.

I, hereby accept and agree the terms and conditions of employment set out in this Job Description.

02.09.2021

Date: \_\_\_\_\_





**Offer: Computer Consultancy**

**Ref: TCSL/DT20228278622/Bangalore**

**Date: 8/9/2022**

Dear Varun R

**Sub: Letter of Offer**

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade **Y**. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be **375000/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year. Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &



Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

## **COMPENSATION AND BENEFITS**

### **BASIC SALARY**

You will be eligible for a basic salary of `14,784/- per month.

### **BOUQUET OF BENEFITS (BoB)**

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

#### **1. House Rent Allowance (HRA)**

Your HRA will be `5,914/- per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

#### **2. Leave Travel Allowance**

You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

#### **3. Food Card**

You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias. As per the Pre-Defined structure you will be eligible for a Food Card with an amount of `500/- being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.





## **PERFORMANCE PAY**

### **Monthly Performance Pay**

You will receive a monthly performance pay of `1,700/-. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

### **Quarterly Variable Allowance**

Your variable allowance will be `600/- per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

## **CITY ALLOWANCE**

You will be eligible for a City Allowance of `200/- per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

## **XPLORE/ LEARNING INCENTIVES**

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

## **OTHER BENEFITS**

### **Health Insurance Scheme**

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:



## **1. Basic Cover**

i. Entitlement - Includes domiciliary expenses up to `6,000/- per insured person per annum and basic hospitalization expenses up to `2,00,000/- per insured person per annum.

ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

## **2. Higher Hospitalisation**

Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

i. Entitlement - You and your enrolled dependants will be entitled for `12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

## **Maternity Leave**

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother, may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

## **Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)**

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of `250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

## **Loans**

You will be eligible for loans, as per TCSL's loan policy.

## **Professional Memberships**

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.



## **RETIRALS**

### **Provident Fund**

You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

### **Gratuity**

You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

## **TERMS AND CONDITIONS**

### **1. Aggregate Percentage Requirements**

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

### **2. Pre requisites for Joining**

To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.



### **3. Training Period**

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

### **4. Working Hours**

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

### **5. Mobility**

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

### **6. Compensation Structure / Salary components**

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

### **7. Increments and Promotions**

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

### **8. Alternative Occupation / Employment**

Either during the period of your traineeship or during the period of your employment as a



confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

## **9. Confidentiality Agreement**

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

## **10. Service Agreement**

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL `50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

## **11. Work in SBWS mode**

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.

## **12. Overseas International Assignment Agreement**

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related





documents pertaining to the international assignment for which you are being placed. In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

### **13. Terms and Conditions**

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

### **14. TATA Code of Conduct**

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

### **15. Notice Period**

Upon your confirmation, this contract of employment is terminable by you by giving 90 days notice in writing to TCSL. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion.

Upon your confirmation, this contract of employment may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

It is understood, agreed and made abundantly clear herein that you shall have to necessarily work during the notice period given by TCSL under this clause, unless you are otherwise relieved by TCSL by giving you payment in lieu of notice.

Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by it at its own discretion having regard to the responsibilities shouldered by you while being in the employment of TCS.

### **16. Retirement**

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

### **17. Pre-employment Medical Certificate**

You are required to submit a Medical Certificate of Fitness (in the format prescribed by



TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

### 18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

### 19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining. If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

### 20. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)



- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :

\*There is no criminal offence registered/pending against you

\*There is no disciplinary case pending against you in the university

- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

\*PAN Card (Permanent Account Number)

\*Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)

\*Passport

\*NSR E-Card

## **21. TCS Xperience Program**

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

## **22. Letter of Appointment**

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

## **23. Rules and Regulations of the Company**

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from





time to time. The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

#### **24. Compliance to all clauses**

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

#### **25. Data Privacy Clause:**

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of overseas deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

**Withdrawal of Offer**

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

**For TATA Consultancy Services Limited**

**Girish V. Nandimath**  
**Global Head Talent Acquisition & AIP**



[Click here](#) or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary  
Annexure 2: List of TCS Xplore Centres  
Annexure 3: Confidentiality and IP Terms



## GROSS SALARY SHEET

Annexure 1

|                       |                                          |
|-----------------------|------------------------------------------|
| <b>Name</b>           | <b>Varun R</b>                           |
| <b>Designation</b>    | <b>Assistant System Engineer-Trainee</b> |
| <b>Institute Name</b> | <b>Others</b>                            |

Table 1: Compensation Details (All Components in INR)

| <b>Component Category</b>             | <b>Monthly</b> | <b>Annual</b> |
|---------------------------------------|----------------|---------------|
| <b>1) Fixed Compensation</b>          |                |               |
| Basic Salary                          | 14,784         | 1,77,408      |
| Bouquet Of Benefits #                 | 7,646          | 91,752        |
| <b>2) Performance Pay**</b>           |                |               |
| Monthly Performance Pay               | 1,700          | 20,400        |
| Quarterly Variable Allowance*         | 600            | 7,200         |
| <b>3) City Allowance</b>              | 200            | 2,400         |
| <b>4) Annual Components/Retirals</b>  |                |               |
| Health Insurance***                   | NA             | 7,900         |
| Provident Fund                        | 1,774          | 21,289        |
| Gratuity                              | 711            | 8,533         |
| Total of Annual Components & Retirals | 2,485          | 37,722        |
| <b>TOTAL GROSS</b>                    | 27,415         | 375000        |
| <b>Xplore/ Learning Incentive****</b> |                | Upto 60,000   |

# Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

\* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

\*\*The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

\*\*\* For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

\*\*\*\* Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

| <b>Component Category</b>        | <b>Monthly</b> | <b>Annual</b> |
|----------------------------------|----------------|---------------|
| House Rent Allowance             | 5,914          | 70,968        |
| Leave Travel Assistance          | 1,232          | 14,784        |
| Food Card                        | 500            | 6,000         |
| <b>GROSS BOUQUET OF BENEFITS</b> | 7,646          | 91,752        |



## Annexure

|                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                       |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Ahmedabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Garima Park, IT/ITES SEZ, Plot # 41,<br>Gandhinagar - 382007                                                                                                                                                                                 | <b>Bangalore</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Gate 1, No 42, Think campus, Electronic City phase II,<br>Bangalore - 560100, Karnataka                                                                                           |
| <b>BUBANESHWAR</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Training Lab Venue: Barabati, IRC Block, Ground Floor,<br>Tata Consultancy Services Limited, (UNIT-II) - BARBATI<br>SEZ, IT/ITES - SPECIAL ECONOMIC ZONE (SEZ), PLOT NO.<br>35, CHANDAKA INDUSTRIAL ESTATE, PATIA,<br>Bhubaneswar - 751024 | <b>Chennai</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>415/21-24, Kumaran Nagar, Old Mahabalipuram Rd,<br>TNHB, Sholinganallur, Chennai, Tamil Nadu 600119                                                                                 |
| <b>DELHI – Gurgaon</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Block C, Kings Canyon, ASF Insignia, Gurgaon -<br>Faridabad Road, Gawal Pahari, Gurgaon - 122003,<br>Haryana                                                                                                                           | <b>DELHI – Noida</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. A-44 & A-45, Ground, 1st to 5th Floor & 10th<br>floor, Galaxy Business Park, Block - C & D, Sector - 62,<br>Noida - 201 309, UP                                      |
| <b>Guwahati</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>5th Floor, NEDFi House, G.S. Road, Dispur, Guwahati -<br>781006, Assam                                                                                                                                                                        | <b>Hyderabad</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Q City, Nanakramguda, Hyderabad                                                                                                                                                   |
| <b>INDORE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor,<br>Village Tigariya Badshah & Bada Bangarde, Tehsil<br>Hatod, Indore - 452018,<br>Madhya Pradesh                                                                                           | <b>KOLKATA</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Ecospace 1B building, 2nd Floor, Plot - IIF/12, New<br>Town, Rajarhat, Kolkata - 700160, West Bengal OR<br>Auditorium, 2nd Floor, Wanderers Building, Delta Park -<br>Lords |
| <b>KOCHI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>TCS centre, Infopark Road Infopark Campus, Infopark,<br>Kakkanad, Kerala 682042                                                                                                                                                                  | <b>MUMBAI</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Yantra Park, Pokharan Road Number 2, TCS Approach<br>Rd, Thane, West, Thane, Maharashtra 400606                                                                                      |
| <b>NAGPUR</b><br>TCS XP HR Lead<br>Tata Consultancy Services Limited,<br>Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,                                                                                                                                                                                         | <b>PUNE</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park,<br>Hinjewadi Phase III, Pune - 411057, Maharashtra                                                                               |
| <b>Trivandrum</b><br>TCS XP HR Lead<br>Tata Consultancy Services,<br>Peepul Park, Technopark Campus, Kariyavattom P.O,<br>Trivandrum - 695581, India                                                                                                                                                             |                                                                                                                                                                                                                                                       |





## Annexure

### Confidentiality and IP Terms and Conditions

#### 1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.



## **2. Associate's Obligations**

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

## **3. Intellectual Property Rights**

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filing or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.



#### **4. Prior knowledge**

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

#### **5. Use of third party material**

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

#### **6. Security policies and Guidelines.**

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

#### **7. Working in SBWS Framework:**

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.



(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

## **8. Restriction on Associate's Rights**

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

## **9. No License**

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.





## 10. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

## 11. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay or omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.



(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.



## Offer Letter - Intech Additive Solutions Pvt. Ltd.

Dear VARUN SETHI

Congratulations! We are pleased to offer you a position with Intech Additive Solutions Pvt. Ltd. **from Wednesday, 1 February 2023** in our DfAM group. The **internship** will be for 6 (Six) months. We will assess your performance over the initial months of the internship and convert your internship to a full-time job **offer** if your performance meets our requirements – to commence as soon as you graduate with the CTC of **INR 5,50,00/- ( Indian Rupees Fifty Lakhs Fifty Thousand only) per annum.**

Your stipend will be **INR 15,000/- (Indian Rupees Fifteen Thousand only) per month** for the internship duration, subject to the deduction of withholding taxes and statutory levies under applicable law towards your services.

Please confirm your acceptance of our internship offer via email as soon as possible.

You will be required to produce the following documents at the time of joining - Aadhar Card, PAN Card, and Bank details (Soft copy of cheque or 1st page of passbook).

During the internship period with us,

- Please follow instructions from your supervisors diligently and earnestly about your work.
- The company's rules and regulations will govern you.
- Confidentiality: You must maintain confidentiality associated with the company's information, including customer information. In this regard, you will sign a Confidentiality Agreement with the company.

We wish you the very best!

Best regards,

Murari Venkataraman Vice  
President - Operations Intech  
Additive Solutions Pvt. Ltd.  
#239, 11th Main Road,  
2nd Cross Road, 3rd Phase,  
Peenya Industrial Area, Bengaluru  
560058.



## Offer Letter - Intech Additive Solutions Pvt. Ltd.

Dear VASANTH T

Congratulations! We are pleased to offer you a position with Intech Additive Solutions Pvt. Ltd. **from Wednesday, 1 February 2023** in our DfAM group. The **internship** will be for 6 (Six) months. We will assess your performance over the initial months of the internship and convert your internship to a full-time job **offer** if your performance meets our requirements – to commence as soon as you graduate with the CTC of **INR 5,50,00/- ( Indian Rupees Fifty Lakhs Fifty Thousand only) per annum.**

Your stipend will be **INR 15,000/- (Indian Rupees Fifteen Thousand only) per month** for the internship duration, subject to the deduction of withholding taxes and statutory levies under applicable law towards your services.

Please confirm your acceptance of our internship offer via email as soon as possible.

You will be required to produce the following documents at the time of joining - Aadhar Card, PAN Card, and Bank details (Soft copy of cheque or 1st page of passbook).

During the internship period with us,

- Please follow instructions from your supervisors diligently and earnestly about your work.
- The company's rules and regulations will govern you.
- Confidentiality: You must maintain confidentiality associated with the company's information, including customer information. In this regard, you will sign a Confidentiality Agreement with the company.

We wish you the very best!

Best regards,

Murari Venkataraman Vice  
President - Operations Intech  
Additive Solutions Pvt. Ltd.  
#239, 11th Main Road,  
2nd Cross Road, 3rd Phase,  
Peenya Industrial Area, Bengaluru  
560058.



## Offer Letter - Intech Additive Solutions Pvt. Ltd.

Dear VENITHA J

Congratulations! We are pleased to offer you a position with Intech Additive Solutions Pvt. Ltd. **from Wednesday, 1 February 2023** in our DfAM group. The **internship** will be for 6 (Six) months. We will assess your performance over the initial months of the internship and convert your internship to a full-time job **offer** if your performance meets our requirements – to commence as soon as you graduate with the CTC of **INR 5,50,00/- ( Indian Rupees Fifty Lakhs Fifty Thousand only) per annum.**

Your stipend will be **INR 15,000/- (Indian Rupees Fifteen Thousand only) per month** for the internship duration, subject to the deduction of withholding taxes and statutory levies under applicable law towards your services.

Please confirm your acceptance of our internship offer via email as soon as possible.

You will be required to produce the following documents at the time of joining - Aadhar Card, PAN Card, and Bank details (Soft copy of cheque or 1st page of passbook).

During the internship period with us,

- Please follow instructions from your supervisors diligently and earnestly about your work.
- The company's rules and regulations will govern you.
- Confidentiality: You must maintain confidentiality associated with the company's information, including customer information. In this regard, you will sign a Confidentiality Agreement with the company.

We wish you the very best!

Best regards,

Murari Venkataraman Vice  
President - Operations Intech  
Additive Solutions Pvt. Ltd.  
#239, 11th Main Road,  
2nd Cross Road, 3rd Phase,  
Peenya Industrial Area, Bengaluru  
560058.



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Bangalore - 560016  
Karnataka , India

Tel: +91 080 6681 3000  
Fax: +91 080 6681 3334  
ey.com

Dear **Venkabharat Poleneni**,

**Subject: Letter of intent**

With reference to the campus selection process and the subsequent interviews that you had with us, we are pleased to extend a letter of intent subject to the following terms and conditions:

**1. Position:**

You will be offered a position in "**EY Global Delivery Services India LLP**" (the "Firm").

**2. Date of joining and work location:**

Your date of joining the company and work location will be communicated to you at a later stage.

**3. Annual Fixed compensation:**

You shall be paid an annual fixed compensation of **INR.450000/-** per annum. The annual fixed compensation will be subject to applicable taxes as per the provision of IncomeTax Act & will be paid to you after deduction of income tax and other applicable taxes at source.

As per policy of the Firm, in addition to your fixed compensation you will be eligible to participate in the EY GDS Variable Pay Bonus Program, which drives a pay for performance approach providing differential reward based on EY GDS, business unit and personal performance. This will be payable on or before 31 August 2022. This is subject to you being employed with the Firm as on the date of payment of Variable Pay Bonus. Employees who join the Firm during the year will be eligible for a prorated Variable Pay Bonus payment. The Variable Pay Bonus amount is subject to income tax deduction as per rules prescribed under the tax laws.

**4. Education Qualification:**

This letter of intent is subject to your successful completion of Btech exams by September 2022.

Please note that a detailed offer letter would be issued to you subsequently.

Looking forward to a mutually beneficial association.

Thanking you.

Yours faithfully,

for **EY Global Delivery Services India LLP**

Signed By : RAHUL DASGUPTA  
Reason : Offer Letter  
Location : Bangalore  
Date: 24-09-2021 16:16:53

**Authorized Signatory**





EY Global Delivery Services India LLP  
3rd Floor, Tower 'C',  
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Dear **Rekha Dd**,

**Subject: Letter of intent**

With reference to the campus selection process and the subsequent interviews that you had with us, we are pleased to extend a letter of intent subject to the following terms and conditions:

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You will be offered a position in "**EY Global Delivery Services India LLP**" (the "Firm").

**2. Date of joining and work location:**

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**3. Annual Fixed compensation:**

You shall be paid an annual fixed compensation of **INR.483000/-** per annum. The annual fixed compensation will be subject to applicable taxes as per the provision of IncomeTax Act & will be paid to you after deduction of income tax and other applicable taxes at source.

As per policy of the Firm, in addition to your fixed compensation you will be eligible to participate in the EY GDS Variable Pay Bonus Program, which drives a pay for performance approach providing differential reward based on EY GDS, business unit and personal performance. This will be payable on or before 31 August 2023. This is subject to you being employed with the Firm as on the date of payment of Variable Pay Bonus. Employees who join the Firm during the year will be eligible for a prorated Variable Pay Bonus payment. The Variable Pay Bonus amount is subject to income tax deduction as per rules prescribed under the tax laws.

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Looking forward to a mutually beneficial association.

Thanking you.

Yours faithfully,

for **EY Global Delivery Services India LLP**

Signed By : RAHUL DASGUPTA  
Reason : Offer Letter  
Location : Bangalore  
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**Authorized Signatory**







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Dear **Sammedh Chaugala**,

**Subject: Letter of intent**

With reference to the campus selection process and the subsequent interviews that you had with us, we are pleased to extend a letter of intent subject to the following terms and conditions:

**1. Position:**

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**4. Education Qualification:**

This letter of intent is subject to your successful completion of Btech exams by September 2023.

Please note that a detailed offer letter would be issued to you subsequently.

Looking forward to a mutually beneficial association.

Thanking you.

Yours faithfully,

for **EY Global Delivery Services India LLP**

Signed By : RAHUL DASGUPTA  
Reason : Offer Letter  
Location : Bangalore  
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Dear **Abhilasha Maurya**,

**Subject: Letter of intent**

With reference to the campus selection process and the subsequent interviews that you had with us, we are pleased to extend a letter of intent subject to the following terms and conditions:

**1. Position:**

You will be offered a position in "**EY Global Delivery Services India LLP**" (the "Firm").

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This letter of intent is subject to your successful completion of Btech exams by September 2023.

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Looking forward to a mutually beneficial association.

Thanking you.

Yours faithfully,

for **EY Global Delivery Services India LLP**

Signed By : RAHUL DASGUPTA  
Reason : Offer Letter  
Location : Bangalore  
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**Authorized Signatory**





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Dear **Aditi**,

**Subject: Letter of intent**

With reference to the campus selection process and the subsequent interviews that you had with us, we are pleased to extend a letter of intent subject to the following terms and conditions:

**1. Position:**

You will be offered a position in "**EY Global Delivery Services India LLP**" (the "Firm").

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**4. Education Qualification:**

This letter of intent is subject to your successful completion of Btech exams by September 2023.

Please note that a detailed offer letter would be issued to you subsequently.

Looking forward to a mutually beneficial association.

Thanking you.

Yours faithfully,

for **EY Global Delivery Services India LLP**

Signed By : RAHUL DASGUPTA  
Reason : Offer Letter  
Location : Bangalore  
Date: 24-09-2021 16:16:53

**Authorized Signatory**





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Dear **Akarsh Kumar**,

**Subject: Letter of intent**

With reference to the campus selection process and the subsequent interviews that you had with us, we are pleased to extend a letter of intent subject to the following terms and conditions:

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**4. Education Qualification:**

This letter of intent is subject to your successful completion of Btech exams by September 2023.

Please note that a detailed offer letter would be issued to you subsequently.

Looking forward to a mutually beneficial association.

Thanking you.

Yours faithfully,

for **EY Global Delivery Services India LLP**

Signed By : RAHUL DASGUPTA  
Reason : Offer Letter  
Location : Bangalore  
Date: 24-09-2021 16:16:53

**Authorized Signatory**







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Dear **Akash SR**,

**Subject: Letter of intent**

With reference to the campus selection process and the subsequent interviews that you had with us, we are pleased to extend a letter of intent subject to the following terms and conditions:

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You will be offered a position in "**EY Global Delivery Services India LLP**" (the "Firm").

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This letter of intent is subject to your successful completion of Btech exams by September 2023.

Please note that a detailed offer letter would be issued to you subsequently.

Looking forward to a mutually beneficial association.

Thanking you.

Yours faithfully,

for **EY Global Delivery Services India LLP**

Signed By : RAHUL DASGUPTA  
Reason : Offer Letter  
Location : Bangalore  
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Dear **Ameen Rabbani**,

**Subject: Letter of intent**

With reference to the campus selection process and the subsequent interviews that you had with us, we are pleased to extend a letter of intent subject to the following terms and conditions:

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**4. Education Qualification:**

This letter of intent is subject to your successful completion of Btech exams by September 2023.

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Looking forward to a mutually beneficial association.

Thanking you.

Yours faithfully,

for **EY Global Delivery Services India LLP**

Signed By : RAHUL DASGUPTA  
Reason : Offer Letter  
Location : Bangalore  
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Dear **Dheeraj C**,

**Subject: Letter of intent**

With reference to the campus selection process and the subsequent interviews that you had with us, we are pleased to extend a letter of intent subject to the following terms and conditions:

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Please note that a detailed offer letter would be issued to you subsequently.

Looking forward to a mutually beneficial association.

Thanking you.

Yours faithfully,

for **EY Global Delivery Services India LLP**

Signed By : RAHUL DASGUPTA  
Reason : Offer Letter  
Location : Bangalore  
Date: 24-09-2021 16:16:53

**Authorized Signatory**





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Dear **MD Mujeeb Ur Rehman G,**

**Subject: Letter of intent**

With reference to the campus selection process and the subsequent interviews that you had with us, we are pleased to extend a letter of intent subject to the following terms and conditions:

**1. Position:**

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This letter of intent is subject to your successful completion of Btech exams by September 2023.

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Looking forward to a mutually beneficial association.

Thanking you.

Yours faithfully,

for **EY Global Delivery Services India LLP**

Signed By : RAHUL DASGUPTA  
Reason : Offer Letter  
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Dear **Meghana SG**,

**Subject: Letter of intent**

With reference to the campus selection process and the subsequent interviews that you had with us, we are pleased to extend a letter of intent subject to the following terms and conditions:

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You will be offered a position in "**EY Global Delivery Services India LLP**" (the "Firm").

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**4. Education Qualification:**

This letter of intent is subject to your successful completion of Btech exams by September 2023.

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Looking forward to a mutually beneficial association.

Thanking you.

Yours faithfully,

for **EY Global Delivery Services India LLP**

Signed By : RAHUL DASGUPTA  
Reason : Offer Letter  
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Dear **Mohammed Faisal**,

**Subject: Letter of intent**

With reference to the campus selection process and the subsequent interviews that you had with us, we are pleased to extend a letter of intent subject to the following terms and conditions:

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Looking forward to a mutually beneficial association.

Thanking you.

Yours faithfully,

for **EY Global Delivery Services India LLP**

Signed By : RAHUL DASGUPTA  
Reason : Offer Letter  
Location : Bangalore  
Date: 24-09-2021 16:16:53

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Dear **Navya MS**,

**Subject: Letter of intent**

With reference to the campus selection process and the subsequent interviews that you had with us, we are pleased to extend a letter of intent subject to the following terms and conditions:

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**4. Education Qualification:**

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Looking forward to a mutually beneficial association.

Thanking you.

Yours faithfully,

for **EY Global Delivery Services India LLP**

Signed By : RAHUL DASGUPTA  
Reason : Offer Letter  
Location : Bangalore  
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Dear **Prajwal patil**,

**Subject: Letter of intent**

With reference to the campus selection process and the subsequent interviews that you had with us, we are pleased to extend a letter of intent subject to the following terms and conditions:

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Thanking you.

Yours faithfully,

for **EY Global Delivery Services India LLP**

Signed By : RAHUL DASGUPTA  
Reason : Offer Letter  
Location : Bangalore  
Date: 24-09-2021 16:16:53

**Authorized Signatory**







EY Global Delivery Services India LLP  
3rd Floor, Tower 'C',  
RMZ Infinity, Old Madras Road,  
Benniganahalli, K.R. Puram,  
Bangalore - 560016  
Karnataka , India

Tel: +91 080 6681 3000  
Fax: +91 080 6681 3334  
ey.com

Dear **Rafia Akahtar Maham**,

**Subject: Letter of intent**

With reference to the campus selection process and the subsequent interviews that you had with us, we are pleased to extend a letter of intent subject to the following terms and conditions:

**1. Position:**

You will be offered a position in "**EY Global Delivery Services India LLP**" (the "Firm").

**2. Date of joining and work location:**

Your date of joining the company and work location will be communicated to you at a later stage.

**3. Annual Fixed compensation:**

You shall be paid an annual fixed compensation of **INR.483000/-** per annum. The annual fixed compensation will be subject to applicable taxes as per the provision of IncomeTax Act & will be paid to you after deduction of income tax and other applicable taxes at source.

As per policy of the Firm, in addition to your fixed compensation you will be eligible to participate in the EY GDS Variable Pay Bonus Program, which drives a pay for performance approach providing differential reward based on EY GDS, business unit and personal performance. This will be payable on or before 31 August 2023. This is subject to you being employed with the Firm as on the date of payment of Variable Pay Bonus. Employees who join the Firm during the year will be eligible for a prorated Variable Pay Bonus payment. The Variable Pay Bonus amount is subject to income tax deduction as per rules prescribed under the tax laws.

**4. Education Qualification:**

This letter of intent is subject to your successful completion of Btech exams by September 2023.

Please note that a detailed offer letter would be issued to you subsequently.

Looking forward to a mutually beneficial association.

Thanking you.

Yours faithfully,

for **EY Global Delivery Services India LLP**

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Dear **Rituraj**,

**Subject: Letter of intent**

With reference to the campus selection process and the subsequent interviews that you had with us, we are pleased to extend a letter of intent subject to the following terms and conditions:

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Thanking you.

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for **EY Global Delivery Services India LLP**

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Dear **Roshan Raj A,**

**Subject: Letter of intent**

With reference to the campus selection process and the subsequent interviews that you had with us, we are pleased to extend a letter of intent subject to the following terms and conditions:

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Thanking you.

Yours faithfully,

for **EY Global Delivery Services India LLP**

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Reason : Offer Letter  
Location : Bangalore  
Date: 24-09-2021 16:16:53

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Dear **Sahid Khan**,

**Subject: Letter of intent**

With reference to the campus selection process and the subsequent interviews that you had with us, we are pleased to extend a letter of intent subject to the following terms and conditions:

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Thanking you.

Yours faithfully,

for **EY Global Delivery Services India LLP**

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Dear **Sneha Latha Reddy B,**

**Subject: Letter of intent**

With reference to the campus selection process and the subsequent interviews that you had with us, we are pleased to extend a letter of intent subject to the following terms and conditions:

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Thanking you.

Yours faithfully,

for **EY Global Delivery Services India LLP**

Signed By : RAHUL DASGUPTA  
Reason : Offer Letter  
Location : Bangalore  
Date: 24-09-2021 16:16:53

**Authorized Signatory**





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Dear **Varsha S Rajan**,

**Subject: Letter of intent**

With reference to the campus selection process and the subsequent interviews that you had with us, we are pleased to extend a letter of intent subject to the following terms and conditions:

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You will be offered a position in "**EY Global Delivery Services India LLP**" (the "Firm").

**2. Date of joining and work location:**

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Thanking you.

Yours faithfully,

for **EY Global Delivery Services India LLP**

Signed By : RAHUL DASGUPTA  
Reason : Offer Letter  
Location : Bangalore  
Date: 24-09-2021 16:16:53

**Authorized Signatory**



## EMPLOYMENT CONTRACT

between

Hemmersbach India Private Limited,  
M/s. Whitefield Area Commerce and Industries Association (WACIA),  
No.40-J, WACIA Road, Mahadevapura post, Bangalore - 560048 a  
Company incorporated under the Companies Act, 2013  
- hereinafter referred to as the “Company” -

and

- VIDHYA R

- hereinafter referred to as the “Employee”<sup>1</sup> -

Each of the aforesaid shall hereinafter be referred to individually as a “Party” and collectively as “Parties”.

The following employment contract is concluded:

### 1 COMMENCEMENT OF THE EMPLOYMENT CONTRACT

The employment contract shall commence accordingly.

### 2 PROBATIONARY PERIOD

- 2.1 A probationary period of six (6) months is agreed and shall end on 03.04.2021. An extension of the probationary period may be determined by the Company in its sole and absolute discretion.
- 2.2 The employment contract may be terminated by either party at any time during the probationary period giving a written notice period of one (1) month to the other party or paying the equivalent of one (1) month’s Basic Salary in lieu of such notice.

### 3 TYPE AND SCOPE OF THE ROLE

- 3.1 CHANDU Lis employed as a Service Desk Manager.
- 3.2 The Employee shall work exclusively for the Company and shall perform such duties, functions and responsibilities as are customarily associated with such position and as directed by the Company. The Employee will perform his duties with due care, skill and highest professional standards to the satisfaction of the Company’s management. The duties and responsibilities of the Employee are as set out in the job description as attached in ANNEXURE A.
- 3.3 The nature of the Company’s business requires that the Employee is flexible in his approach to work in order to service its best interests. Accordingly, the Employee agrees that the Company may at any

time vary the position, scope of duties, and responsibilities of the Employee. The Employee may be required to undertake

<sup>1</sup>

References to the masculine form always refer to both male and female employees. For the purposes of simplification the masculine form is used.

different duties or reporting line be changed in order to take into account the changing needs of the Company's business and Employee's role within it.

- 3.4 The Employee is employed to work at the Bangalore site. It is possible that the Employee may be relocated to a different site due to a project at any time for operational reasons. No expenses will be payable to the Employee for relocation/travel etc. for the purposes of joining.
- 3.5 Clauses 3.3 and 3.4 shall not affect the remuneration provisions.
- 3.6 The Employee shall serve the Company faithfully, conscientiously and to the best of his ability and shall promote the interests and reputation of the Company. The Employee will abide by the time schedule and holiday schedule of the Company and will show due commitment and diligence in his work.
- 3.7 The Employee shall place all of his work capacity at the Company's disposal. The Company shall be informed in writing of any secondary employment. Secondary employment which affects the work assignments of the Employee and the legitimate commercial interests of the Company may only be exercised after consent has been given. During the term of this employment contract the Employee may not conclude any business transactions on his own behalf or on account of a third party.
- 3.8 Unless prevented by sickness or disability, the Employee shall devote all of his time, attention, knowledge, energy and skills during normal working hours and at such other times as the Employee's duties and responsibilities may require. The working hours are however to be placed in accordance with Company, client and project requirements. The Employee understands that as the Company works with strong global interactions, there will be a need for meetings, conference calls at different timings and days including holidays.
- 3.9 The Employee is obligated to participate in the improvement and reduction in price of work procedures and distribution procedures.

#### 4 WORKING HOURS

- 4.1 The Employee will place his entire effort, knowledge, and skill in the service of the Company. She shall work a minimum of 40 (forty) hours on five days per week. She is obliged, however, to be available for the Company at any time, as far as the concerns of the Company require, and to attend to its interests without any entitlement to overtime pay or other compensation.
- 4.2 [The Employee is obligated to be available to be on-call or on-standby. The frequency and scope of being oncall / on-standby shall be determined by the department.]
- 4.3 Daily starting and finishing times and breaks shall comply with the respective company operational arrangements. The Company is entitled to make changes to this.

#### 5 REMUNERATION

- 5.1 The Employee shall receive an annual salary in the amount of INR 3,36,000.00 gross. The remuneration is to be paid in Indian Rupees in twelve (12) equal parts.

- 5.2 Payment shall be made on the last day of the month by bank transfer to a bank account of the Employee, details of which shall be given within one (1) week of the conclusion of the contract.
- 5.3 The remunerations paid to the Employee shall be subject to usual statutory and other deductions, including tax and any other contributions normally required to be withheld by an Employer under applicable laws in India.
- 5.4 The Employee shall be solely responsible for paying any taxes direct or indirect, State or local and other obligations and the filing of any required returns or other information relating hereto.
- 5.5 The Employee is obligated to keep the amount of his payments confidential.

## 6 ACCEPTING THIRD-PARTY BENEFITS

The Company is committed to ensuring all business relationships with suppliers and clients are legal and based on professional integrity. The Employee shall strictly adhere to Company's business conduct and Integrity policy and refrain from accepting gifts from Vendors / Suppliers / Customers / Other agencies at all times. The Employee is obligated to immediately inform the Company of any such attempts made towards him.

## 7 OVERTIME/OVERTIME PAY

The Employee is permitted trust-based working hours. In return any overtime worked is compensated in full by salary without any additional entitlement to overtime pay or other compensation.

## 8 INABILITY TO ATTEND TO WORK

- 8.1 Any inability to carry out duties shall be reported to the Country Manager or direct supervisor immediately, as well as the duration and the reason. This must be done between 8:00 a.m. at the earliest and 9:00 a.m. at the latest (sick report).
- 8.2 On the last day of absence from work the Country Manager or direct supervisor shall be informed about when the employee will resume his/her work by phone. This must be done by 4:00 p.m. at the latest (recovery report).
- 8.3 If the Employee is ill for longer than two (2) days, a doctor's note regarding his inability to attend work and the expected duration shall be provided not later than on the third (3) day after the commencement of the inability to work. A new doctor's note shall be submitted on the next working day after the expiry of the expected duration of the inability to attend work as stated in the doctor's note.
- 8.4 If the Employee repeatedly and, despite warnings, fails to inform the Company of his illness and / or fails to present the Company with a doctor's note, the Company is entitled to terminate the employment contract without adhering to a notice period.

## 9 CONTINUED REMUNERATION WHEN UNABLE TO ATTEND WORK

- 9.1 If the Employee is not able to attend work due to illness, he shall be entitled to a maximum of twelve (12) days per annum of paid sick leave.
- 9.2 Accrued sick leave can't be carried over to the next calendar year.
- 9.3 Paid sick leave may not be used to extend a holiday or vacation and once an employee has given notice to quit. Sick leave will not be paid out upon the termination.



- 9.4 If the Employee has the right to claim damages from a third party regarding loss of earnings which he is entitled to because he is unable to attend work, he hereby assigns this right to the Company if his salary continues to be paid while he is unable to attend work.
- 9.5 In accordance with the agreed regulations above, the Employee shall, in particular, immediately provide the Company with all information necessary to enforce their claim for damages.
- 9.6 The Employee is further advised that the Company is entitled to refuse to continue to pay his remuneration if the Employee has not satisfied his obligations arising from section 8 and 9 of this contract.
- 9.7 The Employee shall not be entitled to payment in lieu of not availed sick leave at any time.

## 10 ANNUAL LEAVE

- 10.1 The Employee shall receive 18 (eighteen) working days of annual/privileged leave with full pay per calendar year. If the employment contract is not in force for a whole year, the Employee shall receive 1/12 of his annual leave entitlement for each completed calendar month.
- 10.2 The Company must approve when annual leave is taken. The Employee must request annual leave in good time. Annual leave must be discussed with the Head of Department and must abide by the valid arrangements regarding absence cover in the respective area. Disrupting normal business operations is to be avoided at all costs.
- 10.3 Annual leave must be taken in the current leave year. The leave year begins on January 01st and ends on December 31st. Carrying annual leave over to the next calendar year is only permitted with the consent of the Company. In the event annual leave is carried over, it must be taken by March 31st of the following year at the latest.

Exceptions to this require special management approval.

- 10.4 Upon termination of the Employment (however occasioned) the Employee shall be paid in lieu of any accrued and not availed annual leave to which the Employee becomes entitled during the Employment. Payment for accrued annual leave shall be calculated on the basis of the rate of the Basic Salary. The Annual term shall be calculated exclusive of public holidays.
- 10.5 The Employee is entitled to 7 days of Public Holidays, which are defined as per Company policy. The Company is entitled to change these Public Holidays due to operational reasons at any time.
- 10.6 The Employee shall be entitled to 2 (two) days paid casual leave per calendar year. This leave is available to use as it is accrued. Accrued leave can't be carried over to the next calendar year.
- 10.7 Any leave is subject to approval by the Company and shall be in accordance with the relevant regulations regarding temporary replacements. Interruption of business operations has to be avoided.

## 11 TERMINATION OF THE EMPLOYMENT CONTRACT

- 11.1 As stated in section 1 this employment contract is for a fixed term until 03.10.2022 and shall end on that date without notice having to be given.
- 11.2 On completion of the probation period, either initial, or extended, as the case may be, the Employment of the Employee with the Company will end as defined under clause 1.
- 11.3 Either party can terminate this Agreement with a written notice of two (2) months or two (2) months' salary in lieu of notice. The official notification becomes valid upon arrival of delivery.

- 11.4 In any case of notice, the Company is entitled to release the Employee from work under deduction of any vacation time remaining due up to the expiration of the period of notice.
- 11.5 The right to terminate the Contract extraordinarily remains unaffected. In particular and without prejudice to the generality of the foregoing provision, the Company shall be entitled to terminate the Contract summarily by written notice and without any payment in lieu of notice (but without prejudice to the rights and remedies of the Company for any breach of this Contract of Employment and to the Employee's continuing obligations) in any of the following events:
- (a) If the Employee commits any serious or wilful or persistent breach or breaches of any express or implied term of this Contract.
  - (b) If the Employee commits any serious or wilful or persistent breach or breaches of any express or implied Company policy.
  - (c) If the Company has good reason to believe that the Employee has committed any criminal offence or been guilty of any dishonesty or serious misconduct whether during the performance of his duties or otherwise.
  - (d) If the Employee's petitions for bankruptcy or has a bankruptcy order made against him or applies to take the benefit of any legislation for the relief of insolvent debtors or if he makes any composition with his creditors.
  - (e) If any information relating to the Employee's suitability for Employment by the Company and provided in the course of applying for Employment is found to be materially false or misleading.
- 11.6 A notice by the Employee may be submitted to the Supervisor/Director / Managing Director of the Company.
- 11.7 It is not permitted to terminate the employment contract giving proper notice before the agreed start date.
- 11.8 Upon cessation of this employment contract or in the event that the Company has granted leave from duty, the Employee must immediately and completely release to the Company all documents, objects and data regarding the affairs of the Company, especially keys, badges, telephones, computers, books, models, and recordings of any type including any duplicates for copies in his possession. The Employee acknowledges that all objects and data are the property of the Company and therefore he has no right to retention. If the Company property is not returned, a fee of INR 3,500.00 (three thousand five hundred) shall be deducted from the salary of the Employee.
- 11.9 The employment contract shall cease automatically without notice of termination upon expiry of the month in which the Employee reaches the age of 65 or when a total loss of working capacity is ascertained.

## 12 CONFIDENTIALTY

- 12.1 The Employee is obligated to keep all confidential matters, in particular business and trade secrets of the Company, and companies and persons affiliated with the Company strictly confidential. This obligation shall also continue to persist after the cessation of the employment contract.
- 12.2 All documents relating to the Company or to companies and persons affiliated with the Company, in particular all notes, specifications for tenders and contracts, records, reports, correspondence and similar documents including any copies thereof, all data carriers/data and all items provided to the Employee shall be handled with care and may only be used for business purposes. Removing these items from the business premises or a reproduction of the data/items is prohibited.

- 12.3 When the employment contract ends or upon commencement of a leave of absence when notice to terminate the employment contract has been given the Employee shall return to the Company unprompted all documents, data carriers and items in his possession which were provided to him during his employment. During the period of the employment contract this is to be done if ordered to do so. This applies correspondingly to non-physical information and materials, such as computer programs and other data, for example. The Employee is not permitted to retain back-ups of these.
- 12.4 The Employee is obligated to keep individual arrangements in or regarding this contract of employment confidential towards third parties. This includes in particular salary and, in case of fixed term contracts, the duration.

### 13 REPORTING CHANGES

Changes to marital status, place of residence and matters which could cause special statutory privileges, e.g. severe disablement and other matters which are important to the Company, shall be reported to the Company immediately.

### 14 CODE OF CONDUCT

- 14.1 The Employee shall strictly adhere to the Company's code of conduct and all the disciplinary rules and regulations as in force from time to time.
- 14.2 The Employee shall refrain from engaging in any illegal or immoral activities within Company premises as well outside which can bring disrepute to the Company.
- 14.3 The Employee shall not use Company's assets and facilities for their private use without prior information and approval from his supervisor. The Employee shall refrain from doing his personal work / private business during the office working hours.
- 14.4 Whilst the Company encourages the use of email and the internet to aid communication and improve efficiency, inappropriate use of these systems can cause serious problems which may involve legal claims against both the Company and individual Employee. In line with the Hemmersbach Group, therefore the Employee agrees to abide by the rules of the Company Policy.

### 15 USE OF EQUIPMENT

The Employee undertakes to comply with the rules of the Company in force from time to time concerning the use of materials, equipment and computer systems of the Company and the Group Companies. The Employee gives his consent to a representative of the Company gaining access to the email of the Employee in case of absence or in order to protect the interest of the Company.

### 16 DATA PROTECTION

Any data arising due to and during the employment will be stored and processed in the headquarters of the Hemmersbach Group, based in Nuremberg, Germany. Both parties shall therefore adhere to the statutory stipulations of the General Data Protection Regulation (GDPR) under European law, while considering the local data protection requirements. The Employee gives his consent to the Company and the Hemmersbach Group of Companies processing and transferring work related data (including data relating to sickness affecting the performance of the Employee) within India and abroad as the case may be for purposes related to the Employment, other administrative purposes or any other purpose related to the collection, storage or transfer of personal data in compliance with applicable Indian law.

## 17 BACKGROUND CHECK

- 17.1 The Employee agrees to provide the Company with an official document issued by the police or a governmental agency (e.g. criminal record / certificate of good conduct) in order to testify any criminal records as part of a background check. This certificate or at least the confirmation of the request should be presented to the Company at the latest on the first working day.
- 17.2 The Employee agrees to undergo further background checks (e.g. advanced security vetting), if these are or will be required for the role.

## 18 WRITTEN FORM AND EXISTENCE OF THE CONTRACT

- 18.1 Ancillary agreements and amendments are only valid, if they are in writing, signed and have approval by decision of the Shareholders' meeting; this also applies to the waiver of this written form requirement.
- 18.2 If one of the provisions of this contract is or becomes invalid, in whole or in part, this shall not affect the validity of the remaining provisions. In such a case the contract shall be executed as the Parties intended. If the validity of a provision of performance or time is affected, it shall be replaced by the provision permitted by law.

## 19 JURISDICTION

The terms of this Agreement shall be construed in accordance with the laws of India and both parties irrevocably submit to the jurisdiction of the Courts of Bangalore to settle any disputes that may arise in connection with this Employment.

## 20 COPIES OF THIS CONTRACT

The Company and the Employee have each received one copy of this contract.

## 21 MISCELLANEOUS

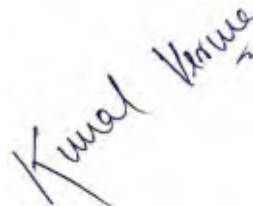
- 21.1 The Employee is not permitted to use the Company's Internet or telephone for private purposes. Likewise sending private emails is prohibited.
- 21.2 Working or driving a company car under the influence of alcohol or drugs is strictly prohibited.
- 21.3 The company shall be informed in writing of the loss of your driving licence including information regarding the duration of and reason for said loss. If a driving licence is required to carry out his role the Company reserves the right to terminate the employment contract without notice.
- 21.4 The Company is entitled to save all use of the email system and the Internet in order to monitor adherence to the above provisions using the saved data for a maximum duration of three months.

The undersigned hereby acknowledge that they have read and fully understand the terms of this Agreement, the terms and conditions of which are hereby incorporated and acknowledged by this document.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first below written.

Date: 02.09.2021

Date: 02.09.2022



Mr. Kunal Verma  
Country Manager, India  
Hemmersbach India Private Limited

Enclosure:

☐ Annexure A: Job Description

Annexure A

## JOB DESCRIPTION

Position: Service Desk Manager  
Job Family: Admin-Operations  
Reports to: Teamlead-Operations, Manager, Country Manager

The employee is expected to perform his / her duties as outlined here. The continuity of this contract is dependent upon the fulfillments of the job responsibilities expressed therein. In some circumstances the employee may also be required to perform tasks other than those stated here and is expected to do so with the utmost diligence and professionalism. This shall not affect the remuneration provisions.

For project requirements, the employee might be required to work on project shift duty based on project need. Job

Purpose:

To undertake all administrative tasks and activities in a professional and timely manner and in accordance with all internal process requirements. To adhere to the Hemmersbach Service Delivery Code (SDC) and all other Hemmersbach standards in the corresponding field of service or customer account. To break the company's annual BIG THREE goals down into realizable tasks, which are incorporated into the daily routine Responsibilities and Accountabilities:

- ☐ Proactively manage their areas of responsibility, in particular ensuring that Hemmersbach delivers a high level of internal and external customer satisfaction, which also meets the business goals.
- ☐ Ensure all work is delivered consistently and in accordance with lead measures and Key Performance Indicators (KPIs).
- ☐ Work on day-to-day activities, such as responding to tickets and implementing processes in order to help things run smoothly.
- ☐ Communicate with all levels of Hemmersbach Management, which includes producing reports to a high standard in a timely manner with accurate data.
- ☐ Proactively improve personal skills to achieve better performance and to improve the quality of daily business.

#### Review of this Job Description

This job description is an indicator of general areas of activity and will be amended in light of the changing needs of the organisation. Additionally, the skill development of every employee in this position will be determined once a year via the categorization and feedback procedure.

I, hereby accept and agree the terms and conditions of employment set out in this Job Description.

02.09.2021

Date: \_\_\_\_\_

**VIGNESH S K**

Dear **VIGNESH S K**

On behalf of CAI Info India Private Ltd., I would like to reconfirm our verbal offer of employment as a **"Jr. Software Engineer"** for an annual CTC of Rs. 3,00,000.00 (Rupees three lakhs thirty thousand) beginning on your anticipated start date, Monday, February 05, 2024. This will be paid to you monthly at the end of each month in increments of Rs. 25,000.00 (gross monthly CTC).

Special Clauses:

- During the period of your employment, the Company may at any time assign or transfer you to any location in the world where the Company/its clients has its establishment. In such an event, you shall be entitled to allowances in accordance with the policies of the Company.
- If you do not have an existing account with ICICI Bank, you will be required to establish one within 2 weeks of your first pay.
- You shall be considered for the next financial review in 2025.

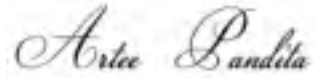
You are required to bring the following documents at the time of reporting for employment: -

- Last updated resume
- Latest passport size photograph
- A copy of Educational Certificates for all years of education and mark cards -
- Copy of passport
- Form 16

Please sign the bottom portion of this letter indicating your acceptance of this position and return the same immediately. You will be issued an appointment letter upon your acceptance of this offer letter.

Thank You and Welcome.

Yours Truly, Accepted By:



**Artee Pandita** \_\_\_\_\_  
**Director-Human Resources**

Divyasree Towers, Floor 5, Guruppanapalya  
Bannerghatta Main Road, Bangalore-560029  
[www.cai.io](http://www.cai.io) [inquire@cai.io](mailto:inquire@cai.io)

Detailed CTC Breakdown:

| Description       | Monthly              | Yearly                 |
|-------------------|----------------------|------------------------|
| Basic             | INR 13,750.00        | INR 1,65,000.00        |
| HRA               | INR 5,500.00         | INR 66,000.00          |
| Conveyance        | INR 300.00           | INR 3,600.00           |
| Medical Allowance | INR 700.00           | INR 8,400.00           |
| Statutory Bonus   | INR 2,500.00         | INR 30,000.00          |
| Provident Fund    | INR 3,300.00         | INR 39,600.00          |
| Gratuity          | INR 661.38           | INR 7,936.50           |
| Special Allowance | INR 788.63           | INR 9,463.50           |
| <b>Total</b>      | <b>INR 25,000.00</b> | <b>INR 3,00,000.00</b> |

Accepted By:

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Divyasree Towers, Floor 5, Guruppanapalya  
Bannerghatta Main Road, Bangalore-560029  
[www.cai.io](http://www.cai.io) [inquire@cai.io](mailto:inquire@cai.io)

**CAI Info India Private Limited**

080 -45340400



## Offer Letter - Intech Additive Solutions Pvt. Ltd.

Dear VIKAS A

Congratulations! We are pleased to offer you a position with Intech Additive Solutions Pvt. Ltd. **from Wednesday, 1 February 2023** in our DfAM group. The **internship** will be for 6 (Six) months. We will assess your performance over the initial months of the internship and convert your internship to a full-time job **offer** if your performance meets our requirements – to commence as soon as you graduate with the CTC of **INR 5,50,00/- ( Indian Rupees Fifty Lakhs Fifty Thousand only) per annum.**

Your stipend will be **INR 15,000/- (Indian Rupees Fifteen Thousand only) per month** for the internship duration, subject to the deduction of withholding taxes and statutory levies under applicable law towards your services.

Please confirm your acceptance of our internship offer via email as soon as possible.

You will be required to produce the following documents at the time of joining - Aadhar Card, PAN Card, and Bank details (Soft copy of cheque or 1st page of passbook).

During the internship period with us,

- Please follow instructions from your supervisors diligently and earnestly about your work.
- The company's rules and regulations will govern you.
- Confidentiality: You must maintain confidentiality associated with the company's information, including customer information. In this regard, you will sign a Confidentiality Agreement with the company.

We wish you the very best!

Best regards,

Murari Venkataraman Vice  
President - Operations Intech  
Additive Solutions Pvt. Ltd.  
#239, 11th Main Road,  
2nd Cross Road, 3rd Phase,  
Peenya Industrial Area, Bengaluru  
560058.



## Offer Letter - Intech Additive Solutions Pvt. Ltd.

Dear VIMAL R

Congratulations! We are pleased to offer you a position with Intech Additive Solutions Pvt. Ltd. **from Wednesday, 1 February 2023** in our DfAM group. The **internship** will be for 6 (Six) months. We will assess your performance over the initial months of the internship and convert your internship to a full-time job **offer** if your performance meets our requirements – to commence as soon as you graduate with the CTC of **INR 5,50,00/- ( Indian Rupees Fifty Lakhs Fifty Thousand only) per annum.**

Your stipend will be **INR 15,000/- (Indian Rupees Fifteen Thousand only) per month** for the internship duration, subject to the deduction of withholding taxes and statutory levies under applicable law towards your services.

Please confirm your acceptance of our internship offer via email as soon as possible.

You will be required to produce the following documents at the time of joining - Aadhar Card, PAN Card, and Bank details (Soft copy of cheque or 1st page of passbook).

During the internship period with us,

- Please follow instructions from your supervisors diligently and earnestly about your work.
- The company's rules and regulations will govern you.
- Confidentiality: You must maintain confidentiality associated with the company's information, including customer information. In this regard, you will sign a Confidentiality Agreement with the company.

We wish you the very best!

Best regards,

Murari Venkataraman Vice  
President - Operations Intech  
Additive Solutions Pvt. Ltd.  
#239, 11th Main Road,  
2nd Cross Road, 3rd Phase,  
Peenya Industrial Area, Bengaluru  
560058.

## OFFER LETTER

Dear VINAY M,

Subsequent to your meetings with Go Digit General Insurance Limited, we are pleased to make an offer of employment on the following terms and conditions:

- 1.1 You shall be appointed to the position of **Graduate Trainee Engineer – Analytics and Data Science**.
- 1.2 As an employee of the Organisation, your Gross Annual Compensation (Cost to Company) will be **Rs. 450000/-** (Rupees Four Lac Fifty Thousand Only).
- 1.3 Your Gross Annual Compensation will include a performance-linked variable of **11.00%** subject to achievement of pre-defined targets.
- 1.4 All terms and conditions of your employment, including the code of conduct, will be in accordance with the Company's policies and procedures and the Employment Agreement.
- 1.5 The Trainee Program will be for a period of **1 year** from your date of joining.
- 1.6 Your employment will also be dependent upon completion of your Graduation / Post Graduation as per the training programme.
- 1.7 Your employment with the Company is subject to:
  - (a) The accuracy of the testimonials and information provided by you; and,
  - (b) You being free from any contractual restrictions preventing you from accepting this offer and will return receipt of acceptance of this offer within 5 workings days.
- 1.8 At any time, the contract may be terminated by either party by giving 90 days' notice in writing. Go Digit General Insurance reserves the right to payment of salary in lieu of the notice period.
- 1.9 We are glad that you have accepted our offer. In order to confirm your joining, you would be required to submit a proof of your resignation from your current company



within 7 days of receipt of this offer letter. In case of failure to submit the same within the stipulated time period, the company reserves a right to withdraw this offer.

On the day of your joining kindly bring photocopies of your certificates (all education qualifications, address proof, Pan card copy, ID proof, all previous employers' certificates, Form 16, Last employer's salary slip of last 3 months, relieving Letter from last employer), along with four passport size photographs.

This offer is being issued subject to successful verification of all your documents submitted. As a token of your acceptance of our offer and the terms of this letter, please sign in the space provided below and return the same to us. We are excited at the prospect of having you join us and look forward to a rewarding association.

**Annexure A**  
**Compensation Entitlement Sheet**

|                               | Monthly       | Annual         |
|-------------------------------|---------------|----------------|
| Basic Salary                  | 11,667        | 140,000        |
| HRA                           | 4,667         | 56,000         |
| Education Allowance           | 200           | 2,400          |
| LTA                           | 972           | 11,662         |
| Statutory Bonus               | 972           | 11,662         |
| Special Allowance             | 12,495        | 149,942        |
| <b>Gross Salary</b>           | <b>30,972</b> | <b>371,666</b> |
| <u>Employer Contributions</u> |               |                |
| EPF                           | 1,800         | 21,600         |
| ESI                           | 0             | 0              |
| Gratuity                      | 561           | 6,734          |
| <b>Fixed Compensation</b>     | <b>33,333</b> | <b>400,000</b> |
| <b>Variable Pay</b>           |               | <b>50000</b>   |
|                               |               |                |
| <b>Annual Cost to Company</b> |               | <b>450,000</b> |

**Deductions:**

|                |               |               |
|----------------|---------------|---------------|
| EPF            | 1,800         | 21,600        |
| ESIC           | 0             | 0             |
| PT Deduction   | 200           | 2,500         |
| <b>Net Pay</b> | <b>28,972</b> | <b>450000</b> |

\*TDS deduction is subject to taxable income.

\*\*If your Annual Compensation includes a performance-linked variable then the payment will be subject to achievement of predefined targets. Variable pay shall be paid depending upon the performance of the employee and as per the company policies. Employee who has resigned or is serving his/her notice period, as on the date of payment, will not be eligible for payment of variable pay.

\*\*\* Eligibility for increment shall be depending upon the performance of the employee and as per company policies. Employee who has resigned or is serving his/her notice period will not be eligible for increment.

Sincerely,

**For Go Digit General Insurance Limited**



**Amrit Jaidka Arora**  
**CHRO**

**Vibhanshu Patel**





## Welcome to Wipro's Work Integrated Learning Program ("WILP")

**Work Integrated Learning Programme**  
**Wipro Limited, Dodda Kannelli**  
**Sarjapur Road, Bengaluru - 560 035.**  
**Phone: (080) 28440011/12, Fax: (080) 28440256**

Dear Vinayaka P,

### **Sub: Enrolment letter to Wipro's Work Integrated Learning Program ("WILP") as Scholar Trainee – Work Integrated Learning Program**

Welcome to WILP!

With reference to your application, it is our pleasure to enroll you as a Scholar Trainee – Work Integrated Learning Program. This is a scholarship program customized as a robust academic and training program which will enable you to obtain M-Tech degree from one of the premier engineering institution / University in India.

The duration of the academic program shall be 48 months from the **date of enrolment to the academic program**. You will be enrolled into the academic program within 12 months from date of joining. Your date of joining will be intimated through a separate communication.

We hope you enjoy the learning with WILP and have an enriching experience being a part of Wipro Limited ("Wipro or "Company").

Please read through the terms and conditions of your enrolment as provided below.

We look forward to having a long and fruitful relationship with you at WILP, Wish you all the best!

Yours sincerely,  
For **Wipro Limited**,

**Aparna Shailen**  
**General Manager - Human Resources**

#### **Endorsement**

I accept the enrolment and the terms and conditions thereof as specified below. I shall report for undergoing study on

#### **Terms & Conditions of Scholarship**

##### **1. PROFILE:**

You have been selected to be a part of Wipro's WILP and are enrolled as a Scholar Trainee- Work Integrated Learning Program. Upon joining WILP, you will have to undergo a "Project Readiness Program" ('PRP') that prepares you to participate in projects at the Company as part of this learning program. This robust academic program will also enable you to obtain **M-Tech degree from one of the premier engineering Institution / University** upon successful completion of the course.

##### **2. DURATION:**



The duration of your academic program will be for a period of 48 months from the date of enrolment to the academic program. You will be enrolled into the academic program within 12 months from date of joining. Unless the Company extends the period of your study in writing, which is done solely at the discretion of the Company, your enrolment would automatically terminate at the end of the stated 48 months.

In case the Company extends the academic period (in writing) you will continue to be enrolled as a Scholar Trainee – Work Integrated Learning Program with WILP.

### 3. Appointment details:

We provide support to our global customers through various Company locations in India to suit customer requirements by operating 24x7. You would be operating from any of these locations and in any of the shifts, including night shift, as may be decided by the Company, keeping in mind the business needs and deliverables to customers.

### 4. Scholarship/Stipend and Benefits

During your period of enrolment, you would be entitled to a consolidated monthly scholarship.

Apart from the monthly scholarship, the Company will provide you with life & accidental insurance that would include a cover for you, the premium / cost will be taken care of by Wipro. This is a voluntary benefit offered by the Company and the details of the same are listed below.

- i. A Group Personal Accident Insurance (GPAI) coverage of **Rs.12,00,000/-**. You could also choose to get additional coverage for a nominal and highly negotiated premium. More details on the policy are available in My Policies section in myWipro, the HR portal at Wipro.
- ii. Group Life Insurance coverage of **Rs.14, 00,000/-**. This sum insured is inclusive of cover as per EDLI (Employee Deposit Linked Insurance). You can also get an extra coverage for a nominal and highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

In addition to the above, you are also eligible for medical insurance cover towards hospitalization.

You are eligible for a floater coverage of Rs.2,00,000/- per annum for family (self, spouse & children) towards hospitalization. There will be a deduction from your monthly scholarship/stipend depending on your marital/family status towards the base sum insured premium. 10% of the claim amount would need to be borne by the employee/Scholar trainee.

Base Medical insurance is to be availed by the employee as default. It is accounted for in deductions as a nominal monthly charge. Top-Up cover is voluntary and charged as applicable during renewal timelines.

If you wish to enhance the coverage, a top up cover option is also available for a highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

The below table lists down your scholarship details:

| Period      | Scholarship | ESI | Consolidated Scholarship (Rs. Per Month) |
|-------------|-------------|-----|------------------------------------------|
| First year  | 15000       | 488 | 15,488/- (*)                             |
| Second year | 17000       | 553 | 17,553/- (*)                             |
| Third year  | 19000       | 618 | 19,618/- (*)                             |
| Fourth year | 23000       | 0   | 23,000/- (*)                             |

(\*) You shall be responsible for payment of all statutory contributions, taxes, dues and levies as may be required under the relevant laws including contributions under Employees' State Insurance Corporation Act (**at 0.75% of your Scholarship**) as and when applicable to you. Such contributions, taxes, dues and levies where required, shall be deducted from your Scholarship and benefits according to applicable laws and regulations.

Your fourth-year scholarship will continue until completion of your M-Tech program. Your enrolment into the MTech academic program within 12 months from date of joining.

You shall be eligible to receive a onetime "joining bonus" of Rs.75,000 after you join Wipro along with your first month salary. All applicable taxes on the payment of this amount will be borne by you. Please note in the event you leave the organization within 12 months from the date of joining, payment processed under Joining bonus shall be recovered from the employee at the time of exit.

The enhancement of the scholarship at the end of each academic year of study will be at the discretion of the Company and subject to your satisfactory progress of study, acquisition of skills, behavior, regularity and punctuality in attendance. Your continued enrolment in the course, will be at the discretion of the Company, and is subject to satisfactory academic performance and other requirements as prescribed in the WILP portal.

In case your project performance at any stage is not found to be at par with the requirement of WILP, then you would be placed on performance improvement program (PIP). If you fail to successfully complete the PIP, the Company may at its sole discretion discontinue your enrolment in the WILP program.

#### **Book Allowance:**

A Book Allowance of Rs.1,250/- will be provided to you per semester. This allowance will be given every semester except the last semester when you will be engaged in dissertation. The allowance will be paid to you centrally along with your scholarship during the course of each semester. The allowance will be subject to tax. Book allowance is applicable and paid only when you are registered for the semester.

#### **5. Training Agreement:**

- i. This letter of enrolment is subject to the execution of a training agreement in the prescribed proforma with Wipro Limited, Sarjapur Road, Doddakannelli, Bengaluru-560035 on or before joining the program ("Training Agreement").
- ii. This Training agreement shall be for a total period of 60 Months where you will be mentored for developing your skills and knowledge. This included technical training, in various formats, both online and offline and practical experience in various projects. The Company invests on your behalf for the cost of these trainings. Should you discontinue the WILP program or your enrolment with WILP is cancelled for any reason whatsoever before the completion of 60 months from the date of joining, the training expenses of Rs.75,000/-(Rupees Seventy five thousand only) will have to be paid by you as detailed in the Training Agreement.

#### **6. PROJECT READINESS PROGRAM (PRP)**

Upon enrolment, you will have to undergo a Project Readiness Program (PRP) to prepare you to participate in projects. This is offered by Wipro's - Talent Transformation Department to all campus and off-campus selects. The broad objective of PRP is to equip you with the necessary knowledge and skills that will enable you to start working on real-life project work which is an integral part of the WILP.

#### **7. Regulations of Academic study:**

- i. You will be enrolled for M-Tech program with a renowned institution ("University") that collaborates with Wipro for WILP.
- ii. Course specialization includes but is not limited to Software Systems, Software Engineering, Information Technology, Computing Systems and Infrastructure Management, Data Analytics, IoT, Cloud, Digital & Cyber security, Embedded Systems.
- iii. Your specialization and enrolment would be decided based on prevailing business requirements and decision of the Company is final and binding.
- iv. You will not be able to change Specialization track after enrolment.
- v. Overall program duration is 4 years from date of enrolment of academic program.
- vi. As per the program structure, a WILP Scholar trainee will register and pursue 4 to 6 courses per semester over 7 semesters.
- vii. You will be required to submit a project work / dissertation in your final semester (8<sup>th</sup> semester of your program). This will enable you to advance your professional capabilities by applying concepts and techniques in projects.
- viii. Each course has multiple evaluation components. This includes an assignment component, quiz, mid-semester examination and comprehension examination. All evaluation components are mandatory for securing a pass grade in a course as prescribed by the partnering institution.

- ix. Contact classes are organized as per the handout and calendar prepared and shared by the University at the beginning of each semester. In the normal course, one session of 2 hours duration per course per contact class is organized.
- x. You will be called upon to undergo studies during the hours and days as may be fixed by the Company from time to time. Normally, the study hours would be from 9:00am to 6:00pm
- xi. The faculty will take attendance/circulate attendance sheets for every session. It is your responsibility to ensure that your attendances are recorded properly.
- xii. WILP Scholar trainees are expected to be on time for every session. Punctuality is non-negotiable and the faculty reserves the right to deny entry and attendance to late comers.
- xiii. Attending 75% of contact session is mandatory for each course to appear for examinations.
- xiv. Not attending classes for reasons like medical/on the job training /late coming/personal problems and other similar reasons would be treated as absenteeism.
- xv. Scholar trainees who fail to meet the minimum attendance criteria will not qualify for comprehension exams for any of the registered courses in that semester.
- xvi. For any reason, you are not able to meet the minimum attendance criteria or not complete the mandatory assignments / quiz / examinations in any semester, you are required to repeat the same semester as and when the next batch is organized. In such cases, rules and regulations governing academic programs at that time would be applicable. In addition, additional semesters fees are to be borne by you as prescribed by the University.
- xvii. At the end of each semester, the performance of each Scholar Trainee in a course, is specified as a letter grade which is obtained through a Relative Grading procedure
- xviii. Any Scholar trainee securing 3 or more cumulative fail grade at any point in time will be expelled from WILP Program.
- xix. The 8th semester of study is fully devoted for dissertation / project work
- xx. If a Scholar trainee's CGPA is less than 5.5, the Scholar trainee will not be permitted to register for the dissertation. He/she has to re-appear for exams and secure a CGPA of 5.5 before taking up the dissertation. Also, a Scholar trainee with an E grade in any course will not be permitted to register for the Dissertation
- xxi. Project / Dissertation work has to be carried out by each individual separately. Teamwork is not permitted.
- xxii. The dissertation has to be completed strictly as per the guidelines that are outlined by collaborating institution.
- xxiii. WILP Scholar trainees are expected to maintain decorum and discipline in line with Wipro's professional work culture and environment.
- xxiv. In cases where a Scholar trainee deviates from the expected behaviour as prescribed by the WILP and partnering institution from time to time , strict action will be taken and the decision of the WILP Team / faculty /, University would be final and binding.
- xxv. Breach of integrity will be dealt with sternly. Such Scholar trainees will be asked to discontinue their studies and also expelled from WILP program.
- xxvi. On successful completion of the study, you will be eligible to receive the M-Tech degree from the collaborating University, in recognition of your successfully completing the course.
- xxvii. All Scholar trainees of the WILP will be given testimonials at the end of the successful completion of the M-Tech degree program. The testimonial contains the timeline in the WILP and the kind of project works carried during this opportunity.

Mode of contact session, examination pattern and other academic program norms are subject to change based on the prevailing situation / University norms declared from time to time. Decision of the University would be final and binding.

#### **8. Conflict of Interest:**

- i. During your enrolment period with the WILP, you will focus exclusively on the requirements of the program. In addition to your study and academic requirements, you are required to engage yourself exclusively in the work assigned by Wipro and shall not take up any independent or individual assignments (whether part time or full time, in an advisory capacity or otherwise) directly or indirectly without the express written consent of Head /

## Manager of WILP Academy

- ii. You shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any person who is involved in activities, which are or shall be in conflict with the interests of Wipro.
- iii. The Conflict of Interest Policy also refers to the need on your part, during your enrolment and for a period of one year from the cessation of your enrolment with WILP (irrespective of the circumstances of, or the reasons for, the cessation) not to solicit, induce or encourage:
  - a. Any student/scholar trainee of the WILP to abandon /withdraw their enrolment with the program or to accept enrolment and/or employment with any competitor, supplier or any customer with whom you have a connection.
  - b. Any employee of Wipro to terminate their employment with Wipro or to accept employment with any competitor, supplier or any customer with whom you have a connection.
  - c. Any customer or vendor of Wipro to move their existing business with Wipro to a third party or to terminate their business relationship with Wipro.
  - d. Any existing employee and/or student of WILP to become associated with, or perform services of any type for any third party.
- iv. In case of any conflict or doubt, please discuss the matter with Head / Manager of WILP, to understand Wipro's position on this and resolve the conflict.

## 9. Obligation and Responsibilities:

- i. During the study period you will be governed by the WILP regulations and instructions as may be modified, from time to time, in relation to conduct, discipline and other matters.
- ii. During your study as part of WILP, Company expects you to undergo study in the area in which you are placed, with a high standard of initiative and efficiency. This is critical and Company has zero tolerance towards any deviations.
- iii. You would not be allowed to seek membership of any local or public body without the written approval from the Head / Manager of WILP.
- iv. During the study period and thereafter, you would not be allowed to give out to anyone in writing or by word of mouth or otherwise, particulars or details of work - process, technical know-how, research carried out, security arrangements, or administrative and/or organizational matters of confidential or secret nature which you may come across during your academic study or become known to you by virtue of your undergoing study under WILP or otherwise.
- v. You are bound by all regulations, instructions and policies of the WILP and Wipro. These are updated / modified on a periodic basis and new policies may be introduced and notified to Scholar trainees from time to time and you will be bound to comply with the same.
- vi. In consideration of the opportunities, trainings and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by WILP/Wipro and in the course of your association with WILP. This covenant shall endure during your association and beyond the cessation of your association with WILP (irrespective of the circumstances of, or the reasons for, the cessation).
- vii. In connection with your association with Wipro as part of the WILP and during the term of your association upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business or academic session hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

During the period of academic study, if you develop or conceptualize inventions, ideas, concepts, discoveries, techniques and improvements (including without limitation computer software) solely or jointly with others in relation to the operation of the WILP / Wipro, such developments will be fully communicated to the WILP academy and will be the sole intellectual property of Wipro. You agree to cooperate in the execution of documents to facilitate the assignment of such intellectual property when required.

## 10. Confidentiality:

- i. In consideration of the opportunities, training and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by Wipro and in the course of your enrolment. This covenant shall endure during your enrolment and beyond the cessation of your enrolment with Wipro (irrespective of the circumstances of, or the reasons for, the cessation).
- ii. During your training on projects at Wipro, you will be expected not to use or disclose any confidential information, including trade secrets, of any former employer (if any) or other person with whom you have an obligation of confidentiality and by signing below you affirm that you have no conflicting obligations or non-compete agreements that would prevent you from working without limitation for Wipro.

## **11. Assignment of Intellectual Property**

In connection with your enrolment and during the term of your enrolment, upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

## **12. Posting**

During the initial study period, initially you would be made familiar with Wipro, but you may if needed be re-assigned or transferred to another division, department, establishment or new location where Wipro, has its office or operation and WILP classes are running in the particular location, in India, without enhancing the scholarship amount. On placement of this nature, you will also be governed by the disciplinary rules and regulations as applicable in that unit/branch. You may also be placed in any sister company of Wipro, for practical studies.

## **13. Misconduct:**

- i. In case you are charged with any misconduct or disciplinary issue during your study period, your enrolment with WILP may be temporarily placed on suspension without payment of scholarship amount, for such period as Wipro may deem fit. If the charges against you are proved to be true, your enrolment may be immediately cancelled, without any notice or payment of scholarship in lieu of notice notwithstanding any clause of this letter of enrolment. It is clarified that this clause is without prejudice to Wipro's rights to enforce the Training Agreement duly signed by you even after cancellation of your enrolment for whatever reasons as the case may be.
- ii. Notwithstanding the condition regarding written notice of termination and without prejudice to Wipro's right to enforce the Training agreement, Wipro shall have the right to terminate your academic study without any notice or payment of scholarship in lieu thereof, if any declaration given or information furnished by you to WILP/ Wipro is found to be false or if you are found to have willfully suppressed any material information.

**Please note that at any stage, whether during your selection process or upon enrolment with the WILP, if it is brought to our notice that you have indulged in malpractices or used illegal means to clear your online assessment, Wipro shall withdraw or revoke the enrolment and cancel the same with immediate effect and we reserve our rights to take suitable action against you as we may deem fit.**

## **14. Cancellation of Enrolment:**

Notwithstanding any of the clauses of this letter of enrolment, Company reserves the right at its sole discretion to cancel this enrolment during the study period without assigning any reason, by giving one month's (30 days) notice or one month's scholarship/stipend in lieu of notice.

## **15. Study Hours:**

- i. As a Scholar Trainee – Work Integrated Learning Program, you will be called upon to undergo studies during the hours and days as may be fixed by WILP from time to time as per the University requirements.
- ii. You would be assigned to any of the locations and any project work as part of your WILP as may be decided by the Company.
- iii. The full day lecture sessions will be held at any of Wipro's other establishments/outsourced venue. You may also be called upon to attend academic study as and when required on holidays, as may be scheduled in accordance with the convenience of the organizing team of the WILP.
- iv. The university will plan contact classes in multiple format to suit the project work situations and university guidelines such as contact classes in ILT (instructor Led training) and / or VILT (virtual Instructor Led Training and Self-Directed / Recorded lecture sessions).

## 16. General:

- i. This letter of enrolment is subject to the condition that you have not provided us with any false declaration or wilfully suppressed any material information. If you have, you will be liable for cancellation of enrolment from the WILP without any prior notice.
- ii. The terms of this letter of enrolment may be specifically enforced legally, if required. In this connection, if any of the provisions of this letter are declared or found to be void or unenforceable due to any reason whatsoever, the remaining provisions of this letter shall continue in full force and effect.
- iii. These enrolment terms supersede and replace any existing agreement or understanding, if any, between Wipro and you relating to the same subject matter.
- iv. You warrant that you are not prevented by a court or by any other administrative or judicial order from enrolling under this agreement. In the event that you are not a citizen of the country of posting, you should have a valid work permit to work in the country of posting.
- v. During the period of enrolment you are required to comply with all policies of WILP and Wipro. These policies are updated / modified on a periodic basis and new policies may be introduced and notified to the Scholar Trainees from time to time. You agree to comply with all policies as modified from time to time.

## 17. On Completion/Cancellation of Academic Program:

- i. On Completion of the academic program or cancellation of your enrolment , as the case may be, you will immediately surrender to Wipro/ the Academy all specifications, formulae, documents, literature, drawings or records, etc. belonging to Wipro/ the Academy or relating to its business and shall not make or retain any copies of these items.
- ii. You are not eligible to receive testimonial certificate if you do not successfully complete the academic study in accordance with this letter of enrolment and the study scheme formulated by the Academy.
- iii. Wipro reserves the right to offer employment at its sole discretion to a Scholar trainee on successful and satisfactory completion of the academic study.

## 18. Acceptance of Enrolment Letter:

Upon accepting the above terms and conditions, you are required to return the duplicate of this letter of enrolment, duly signed by you as a token of your acceptance on the day of joining WILP program.

Please confirm that the above terms are acceptable to you and that you accept the enrolment by signing a copy of this letter of enrolment and submit the same on the date of joining.

## 19. Work Allocation:

As part of your work responsibilities, you may be assigned to work on certain projects/accounts or other assignments as may be deemed fit by the Company in its sole discretion. Refusal to accept and deliver on such assignments shall be treated as a refusal to work and may result in termination of your employment or other disciplinary action.

Yours sincerely,

For **Wipro Limited**,



**Aparna Shailen**  
**General Manager - Human Resources**

I have read, understood and agree to accept the enrolment on the terms and conditions herein.

I shall be present for the induction session on

## **ANNEXURE I**

### **CONFIRMATION ON SHARING PERSONAL INFORMATION (AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT, 2000)**

I Radheshyam Thakur, confirm that I am voluntarily sharing my Personal Information with Wipro Limited ('Wipro') being a part of WILP of Wipro for the following purposes:

- a. validating my application form and retaining records on the same for any future reference/verification;
- b. processing my application form including background verification checks;
- c. academic study related actions including record keeping, processing scholarship advance and benefits and any action required in the context of my enrolment with Wipro, being a part of WILP.

In this context, I also agree to the retention of such Personal Information by Wipro for any future reference/verification and authorize Wipro to transfer the same to a third party.

I understand that 'Personal Information' means any information, relating to me that is available with Wipro and is capable of identifying me."

## **ANNEXURE II**

I hereby confirm that I shall submit the required academic certificate including but not limited to mark sheet and Provisional or Convocation Degree Certificate within 3 months from my date of joining. I understand that my enrolment is subject to my aggregate meeting the Wipro eligibility criteria and submission of the above mentioned documents.

I hereby declare that all the particulars mentioned above are true to the best of my knowledge. In the event of my failure to submit the above mentioned documents or in case of any discrepancy, I shall be liable for termination of my enrolment with Wipro.

## **ANNEXURE – III**

### **INITIAL INDUCTION PROGRAM**

The Talent Transformation team at Wipro groom's campus selects to help them face the challenges of the corporate world.

A holistic 360 degree approach to training is adopted and helps them hone their fundamental computer skills followed by insights into Wipro businesses, process, technology and behavioural skills.

To understand and appreciate the mindset of the young Trainees and ensure that the transformation is smooth, the induction program is done by a team of dedicated professionals who have exposure to the academic and corporate sectors alike. Project Readiness Program (PRP) is a training program designed to address the basic learning needs of the Trainees.

#### **Corporate Readiness Program - CRP**

The CRP program is focused on making young Trainees comfortable in a corporate environment. This program starts with a corporate induction.

"EMERGE" a behavioural skills building training program ensures that the fresh Trainee start feeling at ease in the "corporate world". This activity based behavioural intervention informs the new entrants about the corporate work culture and business etiquette.

#### **Technology Readiness Program - TRP**

The technology training provides critical technical skills required to work on projects allocated to Trainees and prepare to face the demands of the project world. We begin doing this by familiarizing with Wipro's businesses and work environment.

The methodology of training is "Project Based Learning" (PBL) approach, the entire learning is designed around a series of projects that the recruits are expected to complete individually by learning and applying various topics required to complete the project. Starting with individual projects, the PBL approach ends with recruits working on a team project.

## **ANNEXURE – IV**

I have read and understood the terms of my enrolment letter. I agree and acknowledge that I am a Student/Scholar trainee with Wipro's WILP. I further undertake that I shall not represent to any person within Wipro or any other third

party that I am an employee of Wipro Ltd and I fully understand that such false representation shall entail severe disciplinary action including immediate cancellation of my enrolment.

### **Travel, Accommodation, Food & Other Miscellaneous Expenses**

#### **Travel**

- i. You would be entitled for Rs. 1500 from the date of appointment as a lump sum amount that will be credited with your first month stipend. You may utilize this amount towards Travel and you would not need to submit bills towards usage of this amount.
- ii. There is no provision for reimbursement/allowance towards any expenses incurred in lieu of attending training or classes at different locations in the same city.

#### **Accommodation, Food & other Miscellaneous Expenses**

- i. You would be entitled for Rs.400 per day for 8 days (total amount of Rs.3,200) from the date of joining. You may utilize this amount towards accommodation, food & other miscellaneous expenses. This would be paid as a lump sum amount that will be credited with your first month stipend and you would not need to submit bills towards usage of this amount.
- ii. If your posting location (the location where you would be based out of after training) is different from the training location (location where you undergo initial training), you would be entitled for the following:  
  
Settlement and Miscellaneous Expenses: Rs.1200 per day for 7 days (total amount of Rs. 8,400) from the date of reporting to the posting location. You may utilize this amount towards boarding, lodging, conveyance & other miscellaneous expenses.
- iii. Any location change after reporting to posting location will be treated as relocation/transfer and will be covered under the Transfer policy for Team Rainbow. For details you can refer the policy at myWipro-> My Policies -> India->My Travel>Transfer Policy-Team Rainbow.
- iv. Campus joiners would not be eligible for accommodation at the Wipro guest houses.

**Please note in the event that the employee leaves the organization within 6 months from the date of joining, all payments processed under Joining & Relocation Entitlements shall be recovered from the employee at the time of exit.**

**Skill Preferences 1 :** [DAAI -Cloud & Digital Database](#)

**Location Preferences 1 :** [Bangalore](#)

**Skill Preferences 2 :** [CEP-SAP-ABAP](#)

**Location Preferences 2 :** [Mysore](#)

**Skill Preferences 3 :** [Python App](#)

**Location Preferences 3 :** [Chennai](#)

☒ Accept ☐ Decline

☒ **Signature** [Radheshyam Thakur 25/1/2023 10:00 PM](#)

(checking the checkbox above is equivalent to a handwritten signature)

Registered Office:

**Wipro  
Limited**

**T :**+91 (80) 2844 0011

Doddakannelli

**F :**+91 (80) 2844 0054

Sarjapur  
Road

**E :**info@wipro.com

Bengaluru  
560 035

**W :**wipro.com

India

**C :**L32102KA1945PLC020800

26168298



## OFFER LETTER

Dear VINAYAKA SHREYASH A,

Subsequent to your meetings with Go Digit General Insurance Limited, we are pleased to make an offer of employment on the following terms and conditions:

- 1.1 You shall be appointed to the position of **Graduate Trainee Engineer – Analytics and Data Science**.
- 1.2 As an employee of the Organisation, your Gross Annual Compensation (Cost to Company) will be **Rs. 450000/-** (Rupees Four Lac Fifty Thousand Only).
- 1.3 Your Gross Annual Compensation will include a performance-linked variable of **11.00%** subject to achievement of pre-defined targets.
- 1.4 All terms and conditions of your employment, including the code of conduct, will be in accordance with the Company's policies and procedures and the Employment Agreement.
- 1.5 The Trainee Program will be for a period of **1 year** from your date of joining.
- 1.6 Your employment will also be dependent upon completion of your Graduation / Post Graduation as per the training programme.
- 1.7 Your employment with the Company is subject to:
  - (a) The accuracy of the testimonials and information provided by you; and,
  - (b) You being free from any contractual restrictions preventing you from accepting this offer and will return receipt of acceptance of this offer within 5 workings days.
- 1.8 At any time, the contract may be terminated by either party by giving 90 days' notice in writing. Go Digit General Insurance reserves the right to payment of salary in lieu of the notice period.
- 1.9 We are glad that you have accepted our offer. In order to confirm your joining, you would be required to submit a proof of your resignation from your current company



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within 7 days of receipt of this offer letter. In case of failure to submit the same within the stipulated time period, the company reserves a right to withdraw this offer.

On the day of your joining kindly bring photocopies of your certificates (all education qualifications, address proof, Pan card copy, ID proof, all previous employers' certificates, Form 16, Last employer's salary slip of last 3 months, relieving Letter from last employer), along with four passport size photographs.

This offer is being issued subject to successful verification of all your documents submitted. As a token of your acceptance of our offer and the terms of this letter, please sign in the space provided below and return the same to us. We are excited at the prospect of having you join us and look forward to a rewarding association.

**Annexure A**  
**Compensation Entitlement Sheet**

|                               | Monthly       | Annual         |
|-------------------------------|---------------|----------------|
| Basic Salary                  | 11,667        | 140,000        |
| HRA                           | 4,667         | 56,000         |
| Education Allowance           | 200           | 2,400          |
| LTA                           | 972           | 11,662         |
| Statutory Bonus               | 972           | 11,662         |
| Special Allowance             | 12,495        | 149,942        |
| <b>Gross Salary</b>           | <b>30,972</b> | <b>371,666</b> |
| <u>Employer Contributions</u> |               |                |
| EPF                           | 1,800         | 21,600         |
| ESI                           | 0             | 0              |
| Gratuity                      | 561           | 6,734          |
| <b>Fixed Compensation</b>     | <b>33,333</b> | <b>400,000</b> |
| <b>Variable Pay</b>           |               | <b>50000</b>   |
|                               |               |                |
| <b>Annual Cost to Company</b> |               | <b>450,000</b> |

**Deductions:**

|                |               |               |
|----------------|---------------|---------------|
| EPF            | 1,800         | 21,600        |
| ESIC           | 0             | 0             |
| PT Deduction   | 200           | 2,500         |
| <b>Net Pay</b> | <b>28,972</b> | <b>450000</b> |

\*TDS deduction is subject to taxable income.

\*\*If your Annual Compensation includes a performance-linked variable then the payment will be subject to achievement of predefined targets. Variable pay shall be paid depending upon the performance of the employee and as per the company policies. Employee who has resigned or is serving his/her notice period, as on the date of payment, will not be eligible for payment of variable pay.

\*\*\* Eligibility for increment shall be depending upon the performance of the employee and as per company policies. Employee who has resigned or is serving his/her notice period will not be eligible for increment.

Sincerely,

**For Go Digit General Insurance Limited**



**Amrit Jaidka Arora**  
**CHRO**

**Vibhanshu Patel**





## Offer Letter - Intech Additive Solutions Pvt. Ltd.

Dear VINITHA G

Congratulations! We are pleased to offer you a position with Intech Additive Solutions Pvt. Ltd. **from Wednesday, 1 February 2023** in our DfAM group. The **internship** will be for 6 (Six) months. We will assess your performance over the initial months of the internship and convert your internship to a full-time job **offer** if your performance meets our requirements – to commence as soon as you graduate with the CTC of **INR 5,50,00/- ( Indian Rupees Fifty Lakhs Fifty Thousand only) per annum.**

Your stipend will be **INR 15,000/- (Indian Rupees Fifteen Thousand only) per month** for the internship duration, subject to the deduction of withholding taxes and statutory levies under applicable law towards your services.

Please confirm your acceptance of our internship offer via email as soon as possible.

You will be required to produce the following documents at the time of joining - Aadhar Card, PAN Card, and Bank details (Soft copy of cheque or 1st page of passbook).

During the internship period with us,

- Please follow instructions from your supervisors diligently and earnestly about your work.
- The company's rules and regulations will govern you.
- Confidentiality: You must maintain confidentiality associated with the company's information, including customer information. In this regard, you will sign a Confidentiality Agreement with the company.

We wish you the very best!

Best regards,

Murari Venkataraman Vice  
President - Operations Intech  
Additive Solutions Pvt. Ltd.  
#239, 11th Main Road,  
2nd Cross Road, 3rd Phase,  
Peenya Industrial Area, Bengaluru  
560058.



## Offer Letter - Intech Additive Solutions Pvt. Ltd.

Dear VINITHA M

Congratulations! We are pleased to offer you a position with Intech Additive Solutions Pvt. Ltd. **from Wednesday, 1 February 2023** in our DfAM group. The **internship** will be for 6 (Six) months. We will assess your performance over the initial months of the internship and convert your internship to a full-time job **offer** if your performance meets our requirements – to commence as soon as you graduate with the CTC of **INR 5,50,00/- ( Indian Rupees Fifty Lakhs Fifty Thousand only) per annum.**

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We wish you the very best!

Best regards,

Murari Venkataraman Vice  
President - Operations Intech  
Additive Solutions Pvt. Ltd.  
#239, 11th Main Road,  
2nd Cross Road, 3rd Phase,  
Peenya Industrial Area, Bengaluru  
560058.

## OFFER LETTER

Dear VINUTH REDDY.N,

Subsequent to your meetings with Go Digit General Insurance Limited, we are pleased to make an offer of employment on the following terms and conditions:

- 1.1 You shall be appointed to the position of **Graduate Trainee Engineer – Analytics and Data Science**.
- 1.2 As an employee of the Organisation, your Gross Annual Compensation (Cost to Company) will be **Rs. 450000/-** (Rupees Four Lac Fifty Thousand Only).
- 1.3 Your Gross Annual Compensation will include a performance-linked variable of **11.00%** subject to achievement of pre-defined targets.
- 1.4 All terms and conditions of your employment, including the code of conduct, will be in accordance with the Company's policies and procedures and the Employment Agreement.
- 1.5 The Trainee Program will be for a period of **1 year** from your date of joining.
- 1.6 Your employment will also be dependent upon completion of your Graduation / Post Graduation as per the training programme.
- 1.7 Your employment with the Company is subject to:
  - (a) The accuracy of the testimonials and information provided by you; and,
  - (b) You being free from any contractual restrictions preventing you from accepting this offer and will return receipt of acceptance of this offer within 5 workings days.
- 1.8 At any time, the contract may be terminated by either party by giving 90 days' notice in writing. Go Digit General Insurance reserves the right to payment of salary in lieu of the notice period.
- 1.9 We are glad that you have accepted our offer. In order to confirm your joining, you would be required to submit a proof of your resignation from your current company



BACKED BY FAIRFAX

within 7 days of receipt of this offer letter. In case of failure to submit the same within the stipulated time period, the company reserves a right to withdraw this offer.

On the day of your joining kindly bring photocopies of your certificates (all education qualifications, address proof, Pan card copy, ID proof, all previous employers' certificates, Form 16, Last employer's salary slip of last 3 months, relieving Letter from last employer), along with four passport size photographs.

This offer is being issued subject to successful verification of all your documents submitted. As a token of your acceptance of our offer and the terms of this letter, please sign in the space provided below and return the same to us. We are excited at the prospect of having you join us and look forward to a rewarding association.



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**Compensation Entitlement Sheet**

|                               | Monthly       | Annual         |
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| Special Allowance             | 12,495        | 149,942        |
| <b>Gross Salary</b>           | <b>30,972</b> | <b>371,666</b> |
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| <b>Variable Pay</b>           |               | <b>50000</b>   |
|                               |               |                |
| <b>Annual Cost to Company</b> |               | <b>450,000</b> |

**Deductions:**

|                |               |               |
|----------------|---------------|---------------|
| EPF            | 1,800         | 21,600        |
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| <b>Net Pay</b> | <b>28,972</b> | <b>450000</b> |

\*TDS deduction is subject to taxable income.

\*\*If your Annual Compensation includes a performance-linked variable then the payment will be subject to achievement of predefined targets. Variable pay shall be paid depending upon the performance of the employee and as per the company policies. Employee who has resigned or is serving his/her notice period, as on the date of payment, will not be eligible for payment of variable pay.

\*\*\* Eligibility for increment shall be depending upon the performance of the employee and as per company policies. Employee who has resigned or is serving his/her notice period will not be eligible for increment.

Sincerely,

**For Go Digit General Insurance Limited**



**Amrit Jaidka Arora**  
**CHRO**

**Vibhanshu Patel**





## Offer Letter - Intech Additive Solutions Pvt. Ltd.

Dear VISHAK C

Congratulations! We are pleased to offer you a position with Intech Additive Solutions Pvt. Ltd. **from Wednesday, 1 February 2023** in our DfAM group. The **internship** will be for 6 (Six) months. We will assess your performance over the initial months of the internship and convert your internship to a full-time job **offer** if your performance meets our requirements – to commence as soon as you graduate with the CTC of **INR 5,50,00/- ( Indian Rupees Fifty Lakhs Fifty Thousand only) per annum.**

Your stipend will be **INR 15,000/- (Indian Rupees Fifteen Thousand only) per month** for the internship duration, subject to the deduction of withholding taxes and statutory levies under applicable law towards your services.

Please confirm your acceptance of our internship offer via email as soon as possible.

You will be required to produce the following documents at the time of joining - Aadhar Card, PAN Card, and Bank details (Soft copy of cheque or 1st page of passbook).

During the internship period with us,

- Please follow instructions from your supervisors diligently and earnestly about your work.
- The company's rules and regulations will govern you.
- Confidentiality: You must maintain confidentiality associated with the company's information, including customer information. In this regard, you will sign a Confidentiality Agreement with the company.

We wish you the very best!

Best regards,

Murari Venkataraman Vice  
President - Operations Intech  
Additive Solutions Pvt. Ltd.  
#239, 11th Main Road,  
2nd Cross Road, 3rd Phase,  
Peenya Industrial Area, Bengaluru  
560058.

**VISHAL ANAND**

Dear **VISHAL ANAND**

On behalf of CAI Info India Private Ltd., I would like to reconfirm our verbal offer of employment as a **"Jr. Software Engineer"** for an annual CTC of Rs. 3,00,000.00 (Rupees three lakhs thirty thousand) beginning on your anticipated start date, Monday, February 05, 2024. This will be paid to you monthly at the end of each month in increments of Rs. 25,000.00 (gross monthly CTC).

Special Clauses:

- During the period of your employment, the Company may at any time assign or transfer you to any location in the world where the Company/its clients has its establishment. In such an event, you shall be entitled to allowances in accordance with the policies of the Company.
- If you do not have an existing account with ICICI Bank, you will be required to establish one within 2 weeks of your first pay.
- You shall be considered for the next financial review in 2025.

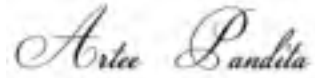
You are required to bring the following documents at the time of reporting for employment: -

- Last updated resume
- Latest passport size photograph
- A copy of Educational Certificates for all years of education and mark cards -
- Copy of passport
- Form 16

Please sign the bottom portion of this letter indicating your acceptance of this position and return the same immediately. You will be issued an appointment letter upon your acceptance of this offer letter.

Thank You and Welcome.

Yours Truly, Accepted By:



**Artee Pandita** \_\_\_\_\_  
**Director-Human Resources**

Divyasree Towers, Floor 5, Guruppanapalya  
Bannerghatta Main Road, Bangalore-560029  
[www.cai.io](http://www.cai.io) [inquire@cai.io](mailto:inquire@cai.io)

Detailed CTC Breakdown:

| Description       | Monthly              | Yearly                 |
|-------------------|----------------------|------------------------|
| Basic             | INR 13,750.00        | INR 1,65,000.00        |
| HRA               | INR 5,500.00         | INR 66,000.00          |
| Conveyance        | INR 300.00           | INR 3,600.00           |
| Medical Allowance | INR 700.00           | INR 8,400.00           |
| Statutory Bonus   | INR 2,500.00         | INR 30,000.00          |
| Provident Fund    | INR 3,300.00         | INR 39,600.00          |
| Gratuity          | INR 661.38           | INR 7,936.50           |
| Special Allowance | INR 788.63           | INR 9,463.50           |
| <b>Total</b>      | <b>INR 25,000.00</b> | <b>INR 3,00,000.00</b> |

Accepted By:

---

Divyasree Towers, Floor 5, Guruppanapalya  
Bannerghatta Main Road, Bangalore-560029  
[www.cai.io](http://www.cai.io) [inquire@cai.io](mailto:inquire@cai.io)

**CAI Info India Private Limited**

080 -45340400

## EMPLOYMENT CONTRACT

between

Hemmersbach India Private Limited,  
M/s. Whitefield Area Commerce and Industries Association (WACIA),  
No.40-J, WACIA Road, Mahadevapura post, Bangalore - 560048 a  
Company incorporated under the Companies Act, 2013  
- hereinafter referred to as the "Company" -

and

- VISHAL C R

- hereinafter referred to as the "Employee"<sup>1</sup> -

Each of the aforesaid shall hereinafter be referred to individually as a "Party" and collectively as "Parties".

The following employment contract is concluded:

### 1 COMMENCEMENT OF THE EMPLOYMENT CONTRACT

The employment contract shall commence accordingly.

### 2 PROBATIONARY PERIOD

- 2.1 A probationary period of six (6) months is agreed and shall end on 03.04.2021. An extension of the probationary period may be determined by the Company in its sole and absolute discretion.
- 2.2 The employment contract may be terminated by either party at any time during the probationary period giving a written notice period of one (1) month to the other party or paying the equivalent of one (1) month's Basic Salary in lieu of such notice.

### 3 TYPE AND SCOPE OF THE ROLE

- 3.1 CHANDU Lis employed as a Service Desk Manager.
- 3.2 The Employee shall work exclusively for the Company and shall perform such duties, functions and responsibilities as are customarily associated with such position and as directed by the Company. The Employee will perform his duties with due care, skill and highest professional standards to the satisfaction of the Company's management. The duties and responsibilities of the Employee are as set out in the job description as attached in ANNEXURE A.
- 3.3 The nature of the Company's business requires that the Employee is flexible in his approach to work in order to service its best interests. Accordingly, the Employee agrees that the Company may at any

time vary the position, scope of duties, and responsibilities of the Employee. The Employee may be required to undertake

<sup>1</sup>

References to the masculine form always refer to both male and female employees. For the purposes of simplification the masculine form is used.

different duties or reporting line be changed in order to take into account the changing needs of the Company's business and Employee's role within it.

- 3.4 The Employee is employed to work at the Bangalore site. It is possible that the Employee may be relocated to a different site due to a project at any time for operational reasons. No expenses will be payable to the Employee for relocation/travel etc. for the purposes of joining.
- 3.5 Clauses 3.3 and 3.4 shall not affect the remuneration provisions.
- 3.6 The Employee shall serve the Company faithfully, conscientiously and to the best of his ability and shall promote the interests and reputation of the Company. The Employee will abide by the time schedule and holiday schedule of the Company and will show due commitment and diligence in his work.
- 3.7 The Employee shall place all of his work capacity at the Company's disposal. The Company shall be informed in writing of any secondary employment. Secondary employment which affects the work assignments of the Employee and the legitimate commercial interests of the Company may only be exercised after consent has been given. During the term of this employment contract the Employee may not conclude any business transactions on his own behalf or on account of a third party.
- 3.8 Unless prevented by sickness or disability, the Employee shall devote all of his time, attention, knowledge, energy and skills during normal working hours and at such other times as the Employee's duties and responsibilities may require. The working hours are however to be placed in accordance with Company, client and project requirements. The Employee understands that as the Company works with strong global interactions, there will be a need for meetings, conference calls at different timings and days including holidays.
- 3.9 The Employee is obligated to participate in the improvement and reduction in price of work procedures and distribution procedures.

#### 4 WORKING HOURS

- 4.1 The Employee will place his entire effort, knowledge, and skill in the service of the Company. She shall work a minimum of 40 (forty) hours on five days per week. She is obliged, however, to be available for the Company at any time, as far as the concerns of the Company require, and to attend to its interests without any entitlement to overtime pay or other compensation.
- 4.2 [The Employee is obligated to be available to be on-call or on-standby. The frequency and scope of being oncall / on-standby shall be determined by the department.]
- 4.3 Daily starting and finishing times and breaks shall comply with the respective company operational arrangements. The Company is entitled to make changes to this.

#### 5 REMUNERATION

- 5.1 The Employee shall receive an annual salary in the amount of INR 3,36,000.00 gross. The remuneration is to be paid in Indian Rupees in twelve (12) equal parts.



- 5.2 Payment shall be made on the last day of the month by bank transfer to a bank account of the Employee, details of which shall be given within one (1) week of the conclusion of the contract.
- 5.3 The remunerations paid to the Employee shall be subject to usual statutory and other deductions, including tax and any other contributions normally required to be withheld by an Employer under applicable laws in India.
- 5.4 The Employee shall be solely responsible for paying any taxes direct or indirect, State or local and other obligations and the filing of any required returns or other information relating hereto.
- 5.5 The Employee is obligated to keep the amount of his payments confidential.

## 6 ACCEPTING THIRD-PARTY BENEFITS

The Company is committed to ensuring all business relationships with suppliers and clients are legal and based on professional integrity. The Employee shall strictly adhere to Company's business conduct and Integrity policy and refrain from accepting gifts from Vendors / Suppliers / Customers / Other agencies at all times. The Employee is obligated to immediately inform the Company of any such attempts made towards him.

## 7 OVERTIME/OVERTIME PAY

The Employee is permitted trust-based working hours. In return any overtime worked is compensated in full by salary without any additional entitlement to overtime pay or other compensation.

## 8 INABILITY TO ATTEND TO WORK

- 8.1 Any inability to carry out duties shall be reported to the Country Manager or direct supervisor immediately, as well as the duration and the reason. This must be done between 8:00 a.m. at the earliest and 9:00 a.m. at the latest (sick report).
- 8.2 On the last day of absence from work the Country Manager or direct supervisor shall be informed about when the employee will resume his/her work by phone. This must be done by 4:00 p.m. at the latest (recovery report).
- 8.3 If the Employee is ill for longer than two (2) days, a doctor's note regarding his inability to attend work and the expected duration shall be provided not later than on the third (3) day after the commencement of the inability to work. A new doctor's note shall be submitted on the next working day after the expiry of the expected duration of the inability to attend work as stated in the doctor's note.
- 8.4 If the Employee repeatedly and, despite warnings, fails to inform the Company of his illness and / or fails to present the Company with a doctor's note, the Company is entitled to terminate the employment contract without adhering to a notice period.

## 9 CONTINUED REMUNERATION WHEN UNABLE TO ATTEND WORK

- 9.1 If the Employee is not able to attend work due to illness, he shall be entitled to a maximum of twelve (12) days per annum of paid sick leave.
- 9.2 Accrued sick leave can't be carried over to the next calendar year.
- 9.3 Paid sick leave may not be used to extend a holiday or vacation and once an employee has given notice to quit. Sick leave will not be paid out upon the termination.

- 9.4 If the Employee has the right to claim damages from a third party regarding loss of earnings which he is entitled to because he is unable to attend work, he hereby assigns this right to the Company if his salary continues to be paid while he is unable to attend work.
- 9.5 In accordance with the agreed regulations above, the Employee shall, in particular, immediately provide the Company with all information necessary to enforce their claim for damages.
- 9.6 The Employee is further advised that the Company is entitled to refuse to continue to pay his remuneration if the Employee has not satisfied his obligations arising from section 8 and 9 of this contract.
- 9.7 The Employee shall not be entitled to payment in lieu of not availed sick leave at any time.

## 10 ANNUAL LEAVE

- 10.1 The Employee shall receive 18 (eighteen) working days of annual/privileged leave with full pay per calendar year. If the employment contract is not in force for a whole year, the Employee shall receive 1/12 of his annual leave entitlement for each completed calendar month.
- 10.2 The Company must approve when annual leave is taken. The Employee must request annual leave in good time. Annual leave must be discussed with the Head of Department and must abide by the valid arrangements regarding absence cover in the respective area. Disrupting normal business operations is to be avoided at all costs.
- 10.3 Annual leave must be taken in the current leave year. The leave year begins on January 01st and ends on December 31st. Carrying annual leave over to the next calendar year is only permitted with the consent of the Company. In the event annual leave is carried over, it must be taken by March 31st of the following year at the latest.

Exceptions to this require special management approval.

- 10.4 Upon termination of the Employment (however occasioned) the Employee shall be paid in lieu of any accrued and not availed annual leave to which the Employee becomes entitled during the Employment. Payment for accrued annual leave shall be calculated on the basis of the rate of the Basic Salary. The Annual term shall be calculated exclusive of public holidays.
- 10.5 The Employee is entitled to 7 days of Public Holidays, which are defined as per Company policy. The Company is entitled to change these Public Holidays due to operational reasons at any time.
- 10.6 The Employee shall be entitled to 2 (two) days paid casual leave per calendar year. This leave is available to use as it is accrued. Accrued leave can't be carried over to the next calendar year.
- 10.7 Any leave is subject to approval by the Company and shall be in accordance with the relevant regulations regarding temporary replacements. Interruption of business operations has to be avoided.

## 11 TERMINATION OF THE EMPLOYMENT CONTRACT

- 11.1 As stated in section 1 this employment contract is for a fixed term until 03.10.2022 and shall end on that date without notice having to be given.
- 11.2 On completion of the probation period, either initial, or extended, as the case may be, the Employment of the Employee with the Company will end as defined under clause 1.
- 11.3 Either party can terminate this Agreement with a written notice of two (2) months or two (2) months' salary in lieu of notice. The official notification becomes valid upon arrival of delivery.

- 11.4 In any case of notice, the Company is entitled to release the Employee from work under deduction of any vacation time remaining due up to the expiration of the period of notice.
- 11.5 The right to terminate the Contract extraordinarily remains unaffected. In particular and without prejudice to the generality of the foregoing provision, the Company shall be entitled to terminate the Contract summarily by written notice and without any payment in lieu of notice (but without prejudice to the rights and remedies of the Company for any breach of this Contract of Employment and to the Employee's continuing obligations) in any of the following events:
- (a) If the Employee commits any serious or wilful or persistent breach or breaches of any express or implied term of this Contract.
  - (b) If the Employee commits any serious or wilful or persistent breach or breaches of any express or implied Company policy.
  - (c) If the Company has good reason to believe that the Employee has committed any criminal offence or been guilty of any dishonesty or serious misconduct whether during the performance of his duties or otherwise.
  - (d) If the Employee's petitions for bankruptcy or has a bankruptcy order made against him or applies to take the benefit of any legislation for the relief of insolvent debtors or if he makes any composition with his creditors.
  - (e) If any information relating to the Employee's suitability for Employment by the Company and provided in the course of applying for Employment is found to be materially false or misleading.
- 11.6 A notice by the Employee may be submitted to the Supervisor/Director / Managing Director of the Company.
- 11.7 It is not permitted to terminate the employment contract giving proper notice before the agreed start date.
- 11.8 Upon cessation of this employment contract or in the event that the Company has granted leave from duty, the Employee must immediately and completely release to the Company all documents, objects and data regarding the affairs of the Company, especially keys, badges, telephones, computers, books, models, and recordings of any type including any duplicates for copies in his possession. The Employee acknowledges that all objects and data are the property of the Company and therefore he has no right to retention. If the Company property is not returned, a fee of INR 3,500.00 (three thousand five hundred) shall be deducted from the salary of the Employee.
- 11.9 The employment contract shall cease automatically without notice of termination upon expiry of the month in which the Employee reaches the age of 65 or when a total loss of working capacity is ascertained.

## 12 CONFIDENTIALTY

- 12.1 The Employee is obligated to keep all confidential matters, in particular business and trade secrets of the Company, and companies and persons affiliated with the Company strictly confidential. This obligation shall also continue to persist after the cessation of the employment contract.
- 12.2 All documents relating to the Company or to companies and persons affiliated with the Company, in particular all notes, specifications for tenders and contracts, records, reports, correspondence and similar documents including any copies thereof, all data carriers/data and all items provided to the Employee shall be handled with care and may only be used for business purposes. Removing these items from the business premises or a reproduction of the data/items is prohibited.

- 12.3 When the employment contract ends or upon commencement of a leave of absence when notice to terminate the employment contract has been given the Employee shall return to the Company unprompted all documents, data carriers and items in his possession which were provided to him during his employment. During the period of the employment contract this is to be done if ordered to do so. This applies correspondingly to non-physical information and materials, such as computer programs and other data, for example. The Employee is not permitted to retain back-ups of these.
- 12.4 The Employee is obligated to keep individual arrangements in or regarding this contract of employment confidential towards third parties. This includes in particular salary and, in case of fixed term contracts, the duration.

### 13 REPORTING CHANGES

Changes to marital status, place of residence and matters which could cause special statutory privileges, e.g. severe disablement and other matters which are important to the Company, shall be reported to the Company immediately.

### 14 CODE OF CONDUCT

- 14.1 The Employee shall strictly adhere to the Company's code of conduct and all the disciplinary rules and regulations as in force from time to time.
- 14.2 The Employee shall refrain from engaging in any illegal or immoral activities within Company premises as well outside which can bring disrepute to the Company.
- 14.3 The Employee shall not use Company's assets and facilities for their private use without prior information and approval from his supervisor. The Employee shall refrain from doing his personal work / private business during the office working hours.
- 14.4 Whilst the Company encourages the use of email and the internet to aid communication and improve efficiency, inappropriate use of these systems can cause serious problems which may involve legal claims against both the Company and individual Employee. In line with the Hemmersbach Group, therefore the Employee agrees to abide by the rules of the Company Policy.

### 15 USE OF EQUIPMENT

The Employee undertakes to comply with the rules of the Company in force from time to time concerning the use of materials, equipment and computer systems of the Company and the Group Companies. The Employee gives his consent to a representative of the Company gaining access to the email of the Employee in case of absence or in order to protect the interest of the Company.

### 16 DATA PROTECTION

Any data arising due to and during the employment will be stored and processed in the headquarters of the Hemmersbach Group, based in Nuremberg, Germany. Both parties shall therefore adhere to the statutory stipulations of the General Data Protection Regulation (GDPR) under European law, while considering the local data protection requirements. The Employee gives his consent to the Company and the Hemmersbach Group of Companies processing and transferring work related data (including data relating to sickness affecting the performance of the Employee) within India and abroad as the case may be for purposes related to the Employment, other administrative purposes or any other purpose related to the collection, storage or transfer of personal data in compliance with applicable Indian law.

## 17 BACKGROUND CHECK

- 17.1 The Employee agrees to provide the Company with an official document issued by the police or a governmental agency (e.g. criminal record / certificate of good conduct) in order to testify any criminal records as part of a background check. This certificate or at least the confirmation of the request should be presented to the Company at the latest on the first working day.
- 17.2 The Employee agrees to undergo further background checks (e.g. advanced security vetting), if these are or will be required for the role.

## 18 WRITTEN FORM AND EXISTENCE OF THE CONTRACT

- 18.1 Ancillary agreements and amendments are only valid, if they are in writing, signed and have approval by decision of the Shareholders' meeting; this also applies to the waiver of this written form requirement.
- 18.2 If one of the provisions of this contract is or becomes invalid, in whole or in part, this shall not affect the validity of the remaining provisions. In such a case the contract shall be executed as the Parties intended. If the validity of a provision of performance or time is affected, it shall be replaced by the provision permitted by law.

## 19 JURISDICTION

The terms of this Agreement shall be construed in accordance with the laws of India and both parties irrevocably submit to the jurisdiction of the Courts of Bangalore to settle any disputes that may arise in connection with this Employment.

## 20 COPIES OF THIS CONTRACT

The Company and the Employee have each received one copy of this contract.

## 21 MISCELLANEOUS

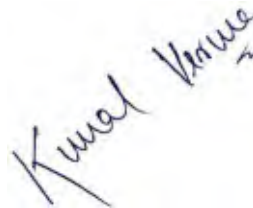
- 21.1 The Employee is not permitted to use the Company's Internet or telephone for private purposes. Likewise sending private emails is prohibited.
- 21.2 Working or driving a company car under the influence of alcohol or drugs is strictly prohibited.
- 21.3 The company shall be informed in writing of the loss of your driving licence including information regarding the duration of and reason for said loss. If a driving licence is required to carry out his role the Company reserves the right to terminate the employment contract without notice.
- 21.4 The Company is entitled to save all use of the email system and the Internet in order to monitor adherence to the above provisions using the saved data for a maximum duration of three months.

The undersigned hereby acknowledge that they have read and fully understand the terms of this Agreement, the terms and conditions of which are hereby incorporated and acknowledged by this document.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first below written.

Date: 02.09.2021

Date: 02.09.2022



---

Mr. Kunal Verma  
Country Manager, India  
Hemmersbach India Private Limited

Enclosure:

☐ Annexure A: Job Description

Annexure A

## JOB DESCRIPTION

Position: Service Desk Manager  
Job Family: Admin-Operations  
Reports to: Teamlead-Operations, Manager, Country Manager

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The employee is expected to perform his / her duties as outlined here. The continuity of this contract is dependent upon the fulfillments of the job responsibilities expressed therein. In some circumstances the employee may also be required to perform tasks other than those stated here and is expected to do so with the utmost diligence and professionalism. This shall not affect the remuneration provisions.

For project requirements, the employee might be required to work on project shift duty based on project need. Job

Purpose:

To undertake all administrative tasks and activities in a professional and timely manner and in accordance with all internal process requirements. To adhere to the Hemmersbach Service Delivery Code (SDC) and all other Hemmersbach standards in the corresponding field of service or customer account. To break the company's annual BIG THREE goals down into realizable tasks, which are incorporated into the daily routine Responsibilities and Accountabilities:



- Proactively manage their areas of responsibility, in particular ensuring that Hemmersbach delivers a high level of internal and external customer satisfaction, which also meets the business goals.
- Ensure all work is delivered consistently and in accordance with lead measures and Key Performance Indicators (KPIs).
- Work on day-to-day activities, such as responding to tickets and implementing processes in order to help things run smoothly.
- Communicate with all levels of Hemmersbach Management, which includes producing reports to a high standard in a timely manner with accurate data.
- Proactively improve personal skills to achieve better performance and to improve the quality of daily business.

#### Review of this Job Description

This job description is an indicator of general areas of activity and will be amended in light of the changing needs of the organisation. Additionally, the skill development of every employee in this position will be determined once a year via the categorization and feedback procedure.

I, hereby accept and agree the terms and conditions of employment set out in this Job Description.

02.09.2021

Date: \_\_\_\_\_



EY Global Delivery Services India LLP  
3rd Floor, Tower 'C',  
RMZ Infinity, Old Madras Road,  
Benniganahalli, K.R. Puram,  
Bangalore - 560016  
Karnataka , India

Tel: +91 080 6681 3000  
Fax: +91 080 6681 3334  
ey.com

Dear **Vishnu Deepak**,

**Subject: Letter of intent**

With reference to the campus selection process and the subsequent interviews that you had with us, we are pleased to extend a letter of intent subject to the following terms and conditions:

**1. Position:**

You will be offered a position in "**EY Global Delivery Services India LLP**" (the "Firm").

**2. Date of joining and work location:**

Your date of joining the company and work location will be communicated to you at a later stage.

**3. Annual Fixed compensation:**

You shall be paid an annual fixed compensation of **INR.450000/-** per annum. The annual fixed compensation will be subject to applicable taxes as per the provision of IncomeTax Act & will be paid to you after deduction of income tax and other applicable taxes at source.

As per policy of the Firm, in addition to your fixed compensation you will be eligible to participate in the EY GDS Variable Pay Bonus Program, which drives a pay for performance approach providing differential reward based on EY GDS, business unit and personal performance. This will be payable on or before 31 August 2022. This is subject to you being employed with the Firm as on the date of payment of Variable Pay Bonus. Employees who join the Firm during the year will be eligible for a prorated Variable Pay Bonus payment. The Variable Pay Bonus amount is subject to income tax deduction as per rules prescribed under the tax laws.

**4. Education Qualification:**

This letter of intent is subject to your successful completion of Btech exams by September 2022.

Please note that a detailed offer letter would be issued to you subsequently.

Looking forward to a mutually beneficial association.

Thanking you.

Yours faithfully,

for **EY Global Delivery Services India LLP**

Signed By : RAHUL DASGUPTA  
Reason : Offer Letter  
Location : Bangalore  
Date: 24-09-2021 16:16:53

**Authorized Signatory**







EY Global Delivery Services India LLP  
3rd Floor, Tower 'C',  
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Bangalore - 560016  
Karnataka , India

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Dear **Rekha Dd**,

**Subject: Letter of intent**

With reference to the campus selection process and the subsequent interviews that you had with us, we are pleased to extend a letter of intent subject to the following terms and conditions:

**1. Position:**

You will be offered a position in "**EY Global Delivery Services India LLP**" (the "Firm").

**2. Date of joining and work location:**

Your date of joining the company and work location will be communicated to you at a later stage.

**3. Annual Fixed compensation:**

You shall be paid an annual fixed compensation of **INR.483000/-** per annum. The annual fixed compensation will be subject to applicable taxes as per the provision of IncomeTax Act & will be paid to you after deduction of income tax and other applicable taxes at source.

As per policy of the Firm, in addition to your fixed compensation you will be eligible to participate in the EY GDS Variable Pay Bonus Program, which drives a pay for performance approach providing differential reward based on EY GDS, business unit and personal performance. This will be payable on or before 31 August 2023. This is subject to you being employed with the Firm as on the date of payment of Variable Pay Bonus. Employees who join the Firm during the year will be eligible for a prorated Variable Pay Bonus payment. The Variable Pay Bonus amount is subject to income tax deduction as per rules prescribed under the tax laws.

**4. Education Qualification:**

This letter of intent is subject to your successful completion of Btech exams by September 2023.

Please note that a detailed offer letter would be issued to you subsequently.

Looking forward to a mutually beneficial association.

Thanking you.

Yours faithfully,

for **EY Global Delivery Services India LLP**

Signed By : RAHUL DASGUPTA  
Reason : Offer Letter  
Location : Bangalore  
Date: 24-09-2021 16:16:53

**Authorized Signatory**





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Dear **Sammedh Chaugala**,

**Subject: Letter of intent**

With reference to the campus selection process and the subsequent interviews that you had with us, we are pleased to extend a letter of intent subject to the following terms and conditions:

**1. Position:**

You will be offered a position in "**EY Global Delivery Services India LLP**" (the "Firm").

**2. Date of joining and work location:**

Your date of joining the company and work location will be communicated to you at a later stage.

**3. Annual Fixed compensation:**

You shall be paid an annual fixed compensation of **INR.483000/-** per annum. The annual fixed compensation will be subject to applicable taxes as per the provision of IncomeTax Act & will be paid to you after deduction of income tax and other applicable taxes at source.

As per policy of the Firm, in addition to your fixed compensation you will be eligible to participate in the EY GDS Variable Pay Bonus Program, which drives a pay for performance approach providing differential reward based on EY GDS, business unit and personal performance. This will be payable on or before 31 August 2023. This is subject to you being employed with the Firm as on the date of payment of Variable Pay Bonus. Employees who join the Firm during the year will be eligible for a prorated Variable Pay Bonus payment. The Variable Pay Bonus amount is subject to income tax deduction as per rules prescribed under the tax laws.

**4. Education Qualification:**

This letter of intent is subject to your successful completion of Btech exams by September 2023.

Please note that a detailed offer letter would be issued to you subsequently.

Looking forward to a mutually beneficial association.

Thanking you.

Yours faithfully,

for **EY Global Delivery Services India LLP**

Signed By : RAHUL DASGUPTA  
Reason : Offer Letter  
Location : Bangalore  
Date: 24-09-2021 16:16:53

**Authorized Signatory**





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Dear **Abhilasha Maurya**,

**Subject: Letter of intent**

With reference to the campus selection process and the subsequent interviews that you had with us, we are pleased to extend a letter of intent subject to the following terms and conditions:

**1. Position:**

You will be offered a position in "**EY Global Delivery Services India LLP**" (the "Firm").

**2. Date of joining and work location:**

Your date of joining the company and work location will be communicated to you at a later stage.

**3. Annual Fixed compensation:**

You shall be paid an annual fixed compensation of **INR.483000/-** per annum. The annual fixed compensation will be subject to applicable taxes as per the provision of IncomeTax Act & will be paid to you after deduction of income tax and other applicable taxes at source.

As per policy of the Firm, in addition to your fixed compensation you will be eligible to participate in the EY GDS Variable Pay Bonus Program, which drives a pay for performance approach providing differential reward based on EY GDS, business unit and personal performance. This will be payable on or before 31 August 2023. This is subject to you being employed with the Firm as on the date of payment of Variable Pay Bonus. Employees who join the Firm during the year will be eligible for a prorated Variable Pay Bonus payment. The Variable Pay Bonus amount is subject to income tax deduction as per rules prescribed under the tax laws.

**4. Education Qualification:**

This letter of intent is subject to your successful completion of Btech exams by September 2023.

Please note that a detailed offer letter would be issued to you subsequently.

Looking forward to a mutually beneficial association.

Thanking you.

Yours faithfully,

for **EY Global Delivery Services India LLP**

Signed By : RAHUL DASGUPTA  
Reason : Offer Letter  
Location : Bangalore  
Date: 24-09-2021 16:16:53

**Authorized Signatory**





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Karnataka , India

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Dear **Aditi**,

**Subject: Letter of intent**

With reference to the campus selection process and the subsequent interviews that you had with us, we are pleased to extend a letter of intent subject to the following terms and conditions:

**1. Position:**

You will be offered a position in "**EY Global Delivery Services India LLP**" (the "Firm").

**2. Date of joining and work location:**

Your date of joining the company and work location will be communicated to you at a later stage.

**3. Annual Fixed compensation:**

You shall be paid an annual fixed compensation of **INR.483000/-** per annum. The annual fixed compensation will be subject to applicable taxes as per the provision of IncomeTax Act & will be paid to you after deduction of income tax and other applicable taxes at source.

As per policy of the Firm, in addition to your fixed compensation you will be eligible to participate in the EY GDS Variable Pay Bonus Program, which drives a pay for performance approach providing differential reward based on EY GDS, business unit and personal performance. This will be payable on or before 31 August 2023. This is subject to you being employed with the Firm as on the date of payment of Variable Pay Bonus. Employees who join the Firm during the year will be eligible for a prorated Variable Pay Bonus payment. The Variable Pay Bonus amount is subject to income tax deduction as per rules prescribed under the tax laws.

**4. Education Qualification:**

This letter of intent is subject to your successful completion of Btech exams by September 2023.

Please note that a detailed offer letter would be issued to you subsequently.

Looking forward to a mutually beneficial association.

Thanking you.

Yours faithfully,

for **EY Global Delivery Services India LLP**

Signed By : RAHUL DASGUPTA  
Reason : Offer Letter  
Location : Bangalore  
Date: 24-09-2021 16:16:53

**Authorized Signatory**







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Dear **Akarsh Kumar**,

**Subject: Letter of intent**

With reference to the campus selection process and the subsequent interviews that you had with us, we are pleased to extend a letter of intent subject to the following terms and conditions:

**1. Position:**

You will be offered a position in "**EY Global Delivery Services India LLP**" (the "Firm").

**2. Date of joining and work location:**

Your date of joining the company and work location will be communicated to you at a later stage.

**3. Annual Fixed compensation:**

You shall be paid an annual fixed compensation of **INR.483000/-** per annum. The annual fixed compensation will be subject to applicable taxes as per the provision of IncomeTax Act & will be paid to you after deduction of income tax and other applicable taxes at source.

As per policy of the Firm, in addition to your fixed compensation you will be eligible to participate in the EY GDS Variable Pay Bonus Program, which drives a pay for performance approach providing differential reward based on EY GDS, business unit and personal performance. This will be payable on or before 31 August 2023. This is subject to you being employed with the Firm as on the date of payment of Variable Pay Bonus. Employees who join the Firm during the year will be eligible for a prorated Variable Pay Bonus payment. The Variable Pay Bonus amount is subject to income tax deduction as per rules prescribed under the tax laws.

**4. Education Qualification:**

This letter of intent is subject to your successful completion of Btech exams by September 2023.

Please note that a detailed offer letter would be issued to you subsequently.

Looking forward to a mutually beneficial association.

Thanking you.

Yours faithfully,

for **EY Global Delivery Services India LLP**

Signed By : RAHUL DASGUPTA  
Reason : Offer Letter  
Location : Bangalore  
Date: 24-09-2021 16:16:53

**Authorized Signatory**





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Dear **Akash SR**,

**Subject: Letter of intent**

With reference to the campus selection process and the subsequent interviews that you had with us, we are pleased to extend a letter of intent subject to the following terms and conditions:

**1. Position:**

You will be offered a position in "**EY Global Delivery Services India LLP**" (the "Firm").

**2. Date of joining and work location:**

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**3. Annual Fixed compensation:**

You shall be paid an annual fixed compensation of **INR.483000/-** per annum. The annual fixed compensation will be subject to applicable taxes as per the provision of IncomeTax Act & will be paid to you after deduction of income tax and other applicable taxes at source.

As per policy of the Firm, in addition to your fixed compensation you will be eligible to participate in the EY GDS Variable Pay Bonus Program, which drives a pay for performance approach providing differential reward based on EY GDS, business unit and personal performance. This will be payable on or before 31 August 2023. This is subject to you being employed with the Firm as on the date of payment of Variable Pay Bonus. Employees who join the Firm during the year will be eligible for a prorated Variable Pay Bonus payment. The Variable Pay Bonus amount is subject to income tax deduction as per rules prescribed under the tax laws.

**4. Education Qualification:**

This letter of intent is subject to your successful completion of Btech exams by September 2023.

Please note that a detailed offer letter would be issued to you subsequently.

Looking forward to a mutually beneficial association.

Thanking you.

Yours faithfully,

for **EY Global Delivery Services India LLP**

Signed By : RAHUL DASGUPTA  
Reason : Offer Letter  
Location : Bangalore  
Date: 24-09-2021 16:16:53

**Authorized Signatory**





EY Global Delivery Services India LLP  
3rd Floor, Tower 'C',  
RMZ Infinity, Old Madras Road,  
Benniganahalli, K.R. Puram,  
Bangalore - 560016  
Karnataka , India

Tel: +91 080 6681 3000  
Fax: +91 080 6681 3334  
ey.com

Dear **Ameen Rabbani**,

**Subject: Letter of intent**

With reference to the campus selection process and the subsequent interviews that you had with us, we are pleased to extend a letter of intent subject to the following terms and conditions:

**1. Position:**

You will be offered a position in "**EY Global Delivery Services India LLP**" (the "Firm").

**2. Date of joining and work location:**

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**3. Annual Fixed compensation:**

You shall be paid an annual fixed compensation of **INR.483000/-** per annum. The annual fixed compensation will be subject to applicable taxes as per the provision of IncomeTax Act & will be paid to you after deduction of income tax and other applicable taxes at source.

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for **EY Global Delivery Services India LLP**

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Dear **Dheeraj C,**

**Subject: Letter of intent**

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Thanking you.

Yours faithfully,

for **EY Global Delivery Services India LLP**

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Reason : Offer Letter  
Location : Bangalore  
Date: 24-09-2021 16:16:53

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Dear **MD Mujeeb Ur Rehman G,**

**Subject: Letter of intent**

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Yours faithfully,

for **EY Global Delivery Services India LLP**

Signed By : RAHUL DASGUPTA  
Reason : Offer Letter  
Location : Bangalore  
Date: 24-09-2021 16:16:53

**Authorized Signatory**





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Dear **Meghana SG**,

**Subject: Letter of intent**

With reference to the campus selection process and the subsequent interviews that you had with us, we are pleased to extend a letter of intent subject to the following terms and conditions:

**1. Position:**

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Yours faithfully,

for **EY Global Delivery Services India LLP**

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Reason : Offer Letter  
Location : Bangalore  
Date: 24-09-2021 16:16:53

**Authorized Signatory**





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Karnataka , India

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ey.com

Dear **Mohammed Faisal**,

**Subject: Letter of intent**

With reference to the campus selection process and the subsequent interviews that you had with us, we are pleased to extend a letter of intent subject to the following terms and conditions:

**1. Position:**

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Thanking you.

Yours faithfully,

for **EY Global Delivery Services India LLP**

Signed By : RAHUL DASGUPTA  
Reason : Offer Letter  
Location : Bangalore  
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**Authorized Signatory**





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Dear **Navya MS**,

**Subject: Letter of intent**

With reference to the campus selection process and the subsequent interviews that you had with us, we are pleased to extend a letter of intent subject to the following terms and conditions:

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Thanking you.

Yours faithfully,

for **EY Global Delivery Services India LLP**

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Reason : Offer Letter  
Location : Bangalore  
Date: 24-09-2021 16:16:53

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Dear **Prajwal patil**,

**Subject: Letter of intent**

With reference to the campus selection process and the subsequent interviews that you had with us, we are pleased to extend a letter of intent subject to the following terms and conditions:

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Yours faithfully,

for **EY Global Delivery Services India LLP**

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Dear **Rafia Akahtar Maham**,

**Subject: Letter of intent**

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Yours faithfully,

for **EY Global Delivery Services India LLP**

Signed By : RAHUL DASGUPTA  
Reason : Offer Letter  
Location : Bangalore  
Date: 24-09-2021 16:16:53

**Authorized Signatory**





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Karnataka , India

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Dear **Rituraj**,

**Subject: Letter of intent**

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for **EY Global Delivery Services India LLP**

Signed By : RAHUL DASGUPTA  
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Dear **Roshan Raj A,**

**Subject: Letter of intent**

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Dear **Sahid Khan**,

**Subject: Letter of intent**

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Dear **Sneha Latha Reddy B,**

**Subject: Letter of intent**

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for **EY Global Delivery Services India LLP**

Signed By : RAHUL DASGUPTA  
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**Authorized Signatory**





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Dear **Varsha S Rajan**,

**Subject: Letter of intent**

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for **EY Global Delivery Services India LLP**

Signed By : RAHUL DASGUPTA  
Reason : Offer Letter  
Location : Bangalore  
Date: 24-09-2021 16:16:53

**Authorized Signatory**



**VISHNU PRADEEP**

Dear **VISHNU PRADEEP**

On behalf of CAI Info India Private Ltd., I would like to reconfirm our verbal offer of employment as a **"Jr. Software Engineer"** for an annual CTC of Rs. 3,00,000.00 (Rupees three lakhs thirty thousand) beginning on your anticipated start date, Monday, February 05, 2024. This will be paid to you monthly at the end of each month in increments of Rs. 25,000.00 (gross monthly CTC).

Special Clauses:

- During the period of your employment, the Company may at any time assign or transfer you to any location in the world where the Company/its clients has its establishment. In such an event, you shall be entitled to allowances in accordance with the policies of the Company.
- If you do not have an existing account with ICICI Bank, you will be required to establish one within 2 weeks of your first pay.
- You shall be considered for the next financial review in 2025.

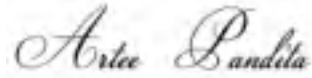
You are required to bring the following documents at the time of reporting for employment: -

- Last updated resume
- Latest passport size photograph
- A copy of Educational Certificates for all years of education and mark cards -
- Copy of passport
- Form 16

Please sign the bottom portion of this letter indicating your acceptance of this position and return the same immediately. You will be issued an appointment letter upon your acceptance of this offer letter.

Thank You and Welcome.

Yours Truly, Accepted By:



**Artee Pandita** \_\_\_\_\_  
**Director-Human Resources**

Divyasree Towers, Floor 5, Guruppanapalya  
Bannerghatta Main Road, Bangalore-560029  
[www.cai.io](http://www.cai.io) [inquire@cai.io](mailto:inquire@cai.io)



Detailed CTC Breakdown:

| Description       | Monthly              | Yearly                 |
|-------------------|----------------------|------------------------|
| Basic             | INR 13,750.00        | INR 1,65,000.00        |
| HRA               | INR 5,500.00         | INR 66,000.00          |
| Conveyance        | INR 300.00           | INR 3,600.00           |
| Medical Allowance | INR 700.00           | INR 8,400.00           |
| Statutory Bonus   | INR 2,500.00         | INR 30,000.00          |
| Provident Fund    | INR 3,300.00         | INR 39,600.00          |
| Gratuity          | INR 661.38           | INR 7,936.50           |
| Special Allowance | INR 788.63           | INR 9,463.50           |
| <b>Total</b>      | <b>INR 25,000.00</b> | <b>INR 3,00,000.00</b> |

Accepted By:

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Divyasree Towers, Floor 5, Guruppanapalya  
Bannerghatta Main Road, Bangalore-560029  
[www.cai.io](http://www.cai.io) [inquire@cai.io](mailto:inquire@cai.io)

**CAI Info India Private Limited**

080 -45340400

## OFFER LETTER

Dear VISHNU SHARMA NANDA,

Subsequent to your meetings with Go Digit General Insurance Limited, we are pleased to make an offer of employment on the following terms and conditions:

- 1.1 You shall be appointed to the position of **Graduate Trainee Engineer – Analytics and Data Science**.
- 1.2 As an employee of the Organisation, your Gross Annual Compensation (Cost to Company) will be **Rs. 450000/-** (Rupees Four Lac Fifty Thousand Only).
- 1.3 Your Gross Annual Compensation will include a performance-linked variable of **11.00%** subject to achievement of pre-defined targets.
- 1.4 All terms and conditions of your employment, including the code of conduct, will be in accordance with the Company's policies and procedures and the Employment Agreement.
- 1.5 The Trainee Program will be for a period of **1 year** from your date of joining.
- 1.6 Your employment will also be dependent upon completion of your Graduation / Post Graduation as per the training programme.
- 1.7 Your employment with the Company is subject to:
  - (a) The accuracy of the testimonials and information provided by you; and,
  - (b) You being free from any contractual restrictions preventing you from accepting this offer and will return receipt of acceptance of this offer within 5 workings days.
- 1.8 At any time, the contract may be terminated by either party by giving 90 days' notice in writing. Go Digit General Insurance reserves the right to payment of salary in lieu of the notice period.
- 1.9 We are glad that you have accepted our offer. In order to confirm your joining, you would be required to submit a proof of your resignation from your current company



within 7 days of receipt of this offer letter. In case of failure to submit the same within the stipulated time period, the company reserves a right to withdraw this offer.

On the day of your joining kindly bring photocopies of your certificates (all education qualifications, address proof, Pan card copy, ID proof, all previous employers' certificates, Form 16, Last employer's salary slip of last 3 months, relieving Letter from last employer), along with four passport size photographs.

This offer is being issued subject to successful verification of all your documents submitted. As a token of your acceptance of our offer and the terms of this letter, please sign in the space provided below and return the same to us. We are excited at the prospect of having you join us and look forward to a rewarding association.

**Annexure A**  
**Compensation Entitlement Sheet**

|                               | Monthly       | Annual         |
|-------------------------------|---------------|----------------|
| Basic Salary                  | 11,667        | 140,000        |
| HRA                           | 4,667         | 56,000         |
| Education Allowance           | 200           | 2,400          |
| LTA                           | 972           | 11,662         |
| Statutory Bonus               | 972           | 11,662         |
| Special Allowance             | 12,495        | 149,942        |
| <b>Gross Salary</b>           | <b>30,972</b> | <b>371,666</b> |
| <u>Employer Contributions</u> |               |                |
| EPF                           | 1,800         | 21,600         |
| ESI                           | 0             | 0              |
| Gratuity                      | 561           | 6,734          |
| <b>Fixed Compensation</b>     | <b>33,333</b> | <b>400,000</b> |
| <b>Variable Pay</b>           |               | <b>50000</b>   |
|                               |               |                |
| <b>Annual Cost to Company</b> |               | <b>450,000</b> |

**Deductions:**

|                |               |               |
|----------------|---------------|---------------|
| EPF            | 1,800         | 21,600        |
| ESIC           | 0             | 0             |
| PT Deduction   | 200           | 2,500         |
| <b>Net Pay</b> | <b>28,972</b> | <b>450000</b> |

\*TDS deduction is subject to taxable income.

\*\*If your Annual Compensation includes a performance-linked variable then the payment will be subject to achievement of predefined targets. Variable pay shall be paid depending upon the performance of the employee and as per the company policies. Employee who has resigned or is serving his/her notice period, as on the date of payment, will not be eligible for payment of variable pay.

\*\*\* Eligibility for increment shall be depending upon the performance of the employee and as per company policies. Employee who has resigned or is serving his/her notice period will not be eligible for increment.

Sincerely,

**For Go Digit General Insurance Limited**



**Amrit Jaidka Arora**  
**CHRO**

**Vibhanshu Patel**





Suchitra Choudhury, Clinical Director

RE: OFFER LETTER  
NAME: Vismaya M  
Position: Behaviour Therapist

Dear Vismaya M

After taking several qualified candidates through our interview process, we feel that you would make an excellent addition to the team. I am pleased to extend to you this official offer of employment for the position of ' Behaviour Therapist' at Early Autism Services, Bangalore.

Your employment will be subject to an introductory period of 60 (days) during which time you and your supervisor will assess your performance and the appropriateness of your employment with our company.

You will be working in one of our Bangalore Centres and will report to Janhavi Kelaskar, Centre Head. **Once your training period (Physical, clinical and theoretical training) is over, and you start working independently with clients,** your compensation and benefits package will include the following:

- Annual salary of Rs 400000 (paid monthly) under [exempt] status,
- Sick time per the Employee Handbook and National Legislations where applicable

The annual salary is inclusive of all taxes. Necessary deductions to be made in monthly salary.

This offer of employment is contingent on the successful completion of pre-employment physical/medical assessment, background check and exhibiting the basic necessary skills post joining. While we do not anticipate any concerns with either of these processes, should any findings not meet standards for employment, continuation of your employment will be jeopardized at that time.

On your first day, you will be required to present documents proving your identity and authorization to work in the Bangalore. A list of acceptable documents is included with this letter for your reference.

The Employee Handbook will be shared with you once you join. This document will provide further information regarding the Company's policies, procedures and benefits.

By signing this letter below, you acknowledge receipt and acceptance of our offer. The terms described in this letter replace all prior agreements and/or discussions pertaining to your offer of employment with EAS.

We look forward to having you as part of the team. If you have any questions, please do not hesitate to contact me.

Sincerely,

Suchitra Choudhury, M.A. Clin. Psy., BCBA, IBA  
Clinical Director  
EAS – Bangalore

Chief

Acknowledged and Accepted:



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Date





## Offer Letter - Intech Additive Solutions Pvt. Ltd.

Dear VIVEK G

Congratulations! We are pleased to offer you a position with Intech Additive Solutions Pvt. Ltd. **from Wednesday, 1 February 2023** in our DfAM group. The **internship** will be for 6 (Six) months. We will assess your performance over the initial months of the internship and convert your internship to a full-time job **offer** if your performance meets our requirements – to commence as soon as you graduate with the CTC of **INR 5,50,00/- ( Indian Rupees Fifty Lakhs Fifty Thousand only) per annum.**

Your stipend will be **INR 15,000/- (Indian Rupees Fifteen Thousand only) per month** for the internship duration, subject to the deduction of withholding taxes and statutory levies under applicable law towards your services.

Please confirm your acceptance of our internship offer via email as soon as possible.

You will be required to produce the following documents at the time of joining - Aadhar Card, PAN Card, and Bank details (Soft copy of cheque or 1st page of passbook).

During the internship period with us,

- Please follow instructions from your supervisors diligently and earnestly about your work.
- The company's rules and regulations will govern you.
- Confidentiality: You must maintain confidentiality associated with the company's information, including customer information. In this regard, you will sign a Confidentiality Agreement with the company.

We wish you the very best!

Best regards,

Murari Venkataraman Vice  
President - Operations Intech  
Additive Solutions Pvt. Ltd.  
#239, 11th Main Road,  
2nd Cross Road, 3rd Phase,  
Peenya Industrial Area, Bengaluru  
560058.

**VIVEK KUMAR K**

Dear **VIVEK KUMAR K**

On behalf of CAI Info India Private Ltd., I would like to reconfirm our verbal offer of employment as a **"Jr. Software Engineer"** for an annual CTC of Rs. 3,00,000.00 (Rupees three lakhs thirty thousand) beginning on your anticipated start date, Monday, February 05, 2024. This will be paid to you monthly at the end of each month in increments of Rs. 25,000.00 (gross monthly CTC).

Special Clauses:

- During the period of your employment, the Company may at any time assign or transfer you to any location in the world where the Company/its clients has its establishment. In such an event, you shall be entitled to allowances in accordance with the policies of the Company.
- If you do not have an existing account with ICICI Bank, you will be required to establish one within 2 weeks of your first pay.
- You shall be considered for the next financial review in 2025.

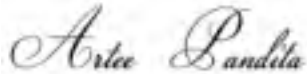
You are required to bring the following documents at the time of reporting for employment: -

- Last updated resume
- Latest passport size photograph
- A copy of Educational Certificates for all years of education and mark cards -
- Copy of passport
- Form 16

Please sign the bottom portion of this letter indicating your acceptance of this position and return the same immediately. You will be issued an appointment letter upon your acceptance of this offer letter.

Thank You and Welcome.

Yours Truly, Accepted By:



**Artee Pandita** \_\_\_\_\_  
**Director-Human Resources**

Divyasree Towers, Floor 5, Guruppanapalya  
Bannerghatta Main Road, Bangalore-560029  
[www.cai.io](http://www.cai.io) [inquire@cai.io](mailto:inquire@cai.io)

Detailed CTC Breakdown:

| Description       | Monthly              | Yearly                 |
|-------------------|----------------------|------------------------|
| Basic             | INR 13,750.00        | INR 1,65,000.00        |
| HRA               | INR 5,500.00         | INR 66,000.00          |
| Conveyance        | INR 300.00           | INR 3,600.00           |
| Medical Allowance | INR 700.00           | INR 8,400.00           |
| Statutory Bonus   | INR 2,500.00         | INR 30,000.00          |
| Provident Fund    | INR 3,300.00         | INR 39,600.00          |
| Gratuity          | INR 661.38           | INR 7,936.50           |
| Special Allowance | INR 788.63           | INR 9,463.50           |
| <b>Total</b>      | <b>INR 25,000.00</b> | <b>INR 3,00,000.00</b> |

Accepted By:

---

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Bannerghatta Main Road, Bangalore-560029  
[www.cai.io](http://www.cai.io) [inquire@cai.io](mailto:inquire@cai.io)

**CAI Info India Private Limited**

080 -45340400

VIVEKREDDY K V

Dear VIVEKREDDY K V

On behalf of CAI Info India Private Ltd., I would like to reconfirm our verbal offer of employment as a **"Jr. Software Engineer"** for an annual CTC of Rs. 3,00,000.00 (Rupees three lakhs thirty thousand) beginning on your anticipated start date, Monday, February 05, 2024. This will be paid to you monthly at the end of each month in increments of Rs. 25,000.00 (gross monthly CTC).

Special Clauses:

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- If you do not have an existing account with ICICI Bank, you will be required to establish one within 2 weeks of your first pay.
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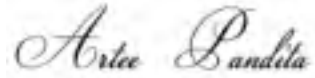
You are required to bring the following documents at the time of reporting for employment: -

- Last updated resume
- Latest passport size photograph
- A copy of Educational Certificates for all years of education and mark cards -
- Copy of passport
- Form 16

Please sign the bottom portion of this letter indicating your acceptance of this position and return the same immediately. You will be issued an appointment letter upon your acceptance of this offer letter.

Thank You and Welcome.

Yours Truly, Accepted By:



**Artee Pandita** \_\_\_\_\_  
**Director-Human Resources**

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| <b>Total</b>      | <b>INR 25,000.00</b> | <b>INR 3,00,000.00</b> |

Accepted By:

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Bannerghatta Main Road, Bangalore-560029  
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**CAI Info India Private Limited**

080 -45340400

## EMPLOYMENT CONTRACT

between

Hemmersbach India Private Limited,  
M/s. Whitefield Area Commerce and Industries Association (WACIA),  
No.40-J, WACIA Road, Mahadevapura post, Bangalore - 560048 a  
Company incorporated under the Companies Act, 2013  
- hereinafter referred to as the “Company” -

and

- Y LAKSHMI NARASIMHA REDDY

- hereinafter referred to as the “Employee”<sup>1</sup> -

Each of the aforesaid shall hereinafter be referred to individually as a “Party” and collectively as “Parties”.

The following employment contract is concluded:

### 1 COMMENCEMENT OF THE EMPLOYMENT CONTRACT

The employment contract shall commence accordingly.

### 2 PROBATIONARY PERIOD

- 2.1 A probationary period of six (6) months is agreed and shall end on 03.04.2021. An extension of the probationary period may be determined by the Company in its sole and absolute discretion.
- 2.2 The employment contract may be terminated by either party at any time during the probationary period giving a written notice period of one (1) month to the other party or paying the equivalent of one (1) month’s Basic Salary in lieu of such notice.

### 3 TYPE AND SCOPE OF THE ROLE

- 3.1 CHANDU Lis employed as a Service Desk Manager.
- 3.2 The Employee shall work exclusively for the Company and shall perform such duties, functions and responsibilities as are customarily associated with such position and as directed by the Company. The Employee will perform his duties with due care, skill and highest professional standards to the satisfaction of the Company’s management. The duties and responsibilities of the Employee are as set out in the job description as attached in ANNEXURE A.
- 3.3 The nature of the Company’s business requires that the Employee is flexible in his approach to work in order to service its best interests. Accordingly, the Employee agrees that the Company may at any



time vary the position, scope of duties, and responsibilities of the Employee. The Employee may be required to undertake

<sup>1</sup>

References to the masculine form always refer to both male and female employees. For the purposes of simplification the masculine form is used.

different duties or reporting line be changed in order to take into account the changing needs of the Company's business and Employee's role within it.

- 3.4 The Employee is employed to work at the Bangalore site. It is possible that the Employee may be relocated to a different site due to a project at any time for operational reasons. No expenses will be payable to the Employee for relocation/travel etc. for the purposes of joining.
- 3.5 Clauses 3.3 and 3.4 shall not affect the remuneration provisions.
- 3.6 The Employee shall serve the Company faithfully, conscientiously and to the best of his ability and shall promote the interests and reputation of the Company. The Employee will abide by the time schedule and holiday schedule of the Company and will show due commitment and diligence in his work.
- 3.7 The Employee shall place all of his work capacity at the Company's disposal. The Company shall be informed in writing of any secondary employment. Secondary employment which affects the work assignments of the Employee and the legitimate commercial interests of the Company may only be exercised after consent has been given. During the term of this employment contract the Employee may not conclude any business transactions on his own behalf or on account of a third party.
- 3.8 Unless prevented by sickness or disability, the Employee shall devote all of his time, attention, knowledge, energy and skills during normal working hours and at such other times as the Employee's duties and responsibilities may require. The working hours are however to be placed in accordance with Company, client and project requirements. The Employee understands that as the Company works with strong global interactions, there will be a need for meetings, conference calls at different timings and days including holidays.
- 3.9 The Employee is obligated to participate in the improvement and reduction in price of work procedures and distribution procedures.

#### 4 WORKING HOURS

- 4.1 The Employee will place his entire effort, knowledge, and skill in the service of the Company. She shall work a minimum of 40 (forty) hours on five days per week. She is obliged, however, to be available for the Company at any time, as far as the concerns of the Company require, and to attend to its interests without any entitlement to overtime pay or other compensation.
- 4.2 [The Employee is obligated to be available to be on-call or on-standby. The frequency and scope of being oncall / on-standby shall be determined by the department.]
- 4.3 Daily starting and finishing times and breaks shall comply with the respective company operational arrangements. The Company is entitled to make changes to this.

#### 5 REMUNERATION

- 5.1 The Employee shall receive an annual salary in the amount of INR 3,36,000.00 gross. The remuneration is to be paid in Indian Rupees in twelve (12) equal parts.

- 5.2 Payment shall be made on the last day of the month by bank transfer to a bank account of the Employee, details of which shall be given within one (1) week of the conclusion of the contract.
- 5.3 The remunerations paid to the Employee shall be subject to usual statutory and other deductions, including tax and any other contributions normally required to be withheld by an Employer under applicable laws in India.
- 5.4 The Employee shall be solely responsible for paying any taxes direct or indirect, State or local and other obligations and the filing of any required returns or other information relating hereto.
- 5.5 The Employee is obligated to keep the amount of his payments confidential.

## 6 ACCEPTING THIRD-PARTY BENEFITS

The Company is committed to ensuring all business relationships with suppliers and clients are legal and based on professional integrity. The Employee shall strictly adhere to Company's business conduct and Integrity policy and refrain from accepting gifts from Vendors / Suppliers / Customers / Other agencies at all times. The Employee is obligated to immediately inform the Company of any such attempts made towards him.

## 7 OVERTIME/OVERTIME PAY

The Employee is permitted trust-based working hours. In return any overtime worked is compensated in full by salary without any additional entitlement to overtime pay or other compensation.

## 8 INABILITY TO ATTEND TO WORK

- 8.1 Any inability to carry out duties shall be reported to the Country Manager or direct supervisor immediately, as well as the duration and the reason. This must be done between 8:00 a.m. at the earliest and 9:00 a.m. at the latest (sick report).
- 8.2 On the last day of absence from work the Country Manager or direct supervisor shall be informed about when the employee will resume his/her work by phone. This must be done by 4:00 p.m. at the latest (recovery report).
- 8.3 If the Employee is ill for longer than two (2) days, a doctor's note regarding his inability to attend work and the expected duration shall be provided not later than on the third (3) day after the commencement of the inability to work. A new doctor's note shall be submitted on the next working day after the expiry of the expected duration of the inability to attend work as stated in the doctor's note.
- 8.4 If the Employee repeatedly and, despite warnings, fails to inform the Company of his illness and / or fails to present the Company with a doctor's note, the Company is entitled to terminate the employment contract without adhering to a notice period.

## 9 CONTINUED REMUNERATION WHEN UNABLE TO ATTEND WORK

- 9.1 If the Employee is not able to attend work due to illness, he shall be entitled to a maximum of twelve (12) days per annum of paid sick leave.
- 9.2 Accrued sick leave can't be carried over to the next calendar year.
- 9.3 Paid sick leave may not be used to extend a holiday or vacation and once an employee has given notice to quit. Sick leave will not be paid out upon the termination.

- 9.4 If the Employee has the right to claim damages from a third party regarding loss of earnings which he is entitled to because he is unable to attend work, he hereby assigns this right to the Company if his salary continues to be paid while he is unable to attend work.
- 9.5 In accordance with the agreed regulations above, the Employee shall, in particular, immediately provide the Company with all information necessary to enforce their claim for damages.
- 9.6 The Employee is further advised that the Company is entitled to refuse to continue to pay his remuneration if the Employee has not satisfied his obligations arising from section 8 and 9 of this contract.
- 9.7 The Employee shall not be entitled to payment in lieu of not availed sick leave at any time.

## 10 ANNUAL LEAVE

- 10.1 The Employee shall receive 18 (eighteen) working days of annual/privileged leave with full pay per calendar year. If the employment contract is not in force for a whole year, the Employee shall receive 1/12 of his annual leave entitlement for each completed calendar month.
- 10.2 The Company must approve when annual leave is taken. The Employee must request annual leave in good time. Annual leave must be discussed with the Head of Department and must abide by the valid arrangements regarding absence cover in the respective area. Disrupting normal business operations is to be avoided at all costs.
- 10.3 Annual leave must be taken in the current leave year. The leave year begins on January 01st and ends on December 31st. Carrying annual leave over to the next calendar year is only permitted with the consent of the Company. In the event annual leave is carried over, it must be taken by March 31st of the following year at the latest.

Exceptions to this require special management approval.

- 10.4 Upon termination of the Employment (however occasioned) the Employee shall be paid in lieu of any accrued and not availed annual leave to which the Employee becomes entitled during the Employment. Payment for accrued annual leave shall be calculated on the basis of the rate of the Basic Salary. The Annual term shall be calculated exclusive of public holidays.
- 10.5 The Employee is entitled to 7 days of Public Holidays, which are defined as per Company policy. The Company is entitled to change these Public Holidays due to operational reasons at any time.
- 10.6 The Employee shall be entitled to 2 (two) days paid casual leave per calendar year. This leave is available to use as it is accrued. Accrued leave can't be carried over to the next calendar year.
- 10.7 Any leave is subject to approval by the Company and shall be in accordance with the relevant regulations regarding temporary replacements. Interruption of business operations has to be avoided.

## 11 TERMINATION OF THE EMPLOYMENT CONTRACT

- 11.1 As stated in section 1 this employment contract is for a fixed term until 03.10.2022 and shall end on that date without notice having to be given.
- 11.2 On completion of the probation period, either initial, or extended, as the case may be, the Employment of the Employee with the Company will end as defined under clause 1.
- 11.3 Either party can terminate this Agreement with a written notice of two (2) months or two (2) months' salary in lieu of notice. The official notification becomes valid upon arrival of delivery.

- 11.4 In any case of notice, the Company is entitled to release the Employee from work under deduction of any vacation time remaining due up to the expiration of the period of notice.
- 11.5 The right to terminate the Contract extraordinarily remains unaffected. In particular and without prejudice to the generality of the foregoing provision, the Company shall be entitled to terminate the Contract summarily by written notice and without any payment in lieu of notice (but without prejudice to the rights and remedies of the Company for any breach of this Contract of Employment and to the Employee's continuing obligations) in any of the following events:
- (a) If the Employee commits any serious or wilful or persistent breach or breaches of any express or implied term of this Contract.
  - (b) If the Employee commits any serious or wilful or persistent breach or breaches of any express or implied Company policy.
  - (c) If the Company has good reason to believe that the Employee has committed any criminal offence or been guilty of any dishonesty or serious misconduct whether during the performance of his duties or otherwise.
  - (d) If the Employee's petitions for bankruptcy or has a bankruptcy order made against him or applies to take the benefit of any legislation for the relief of insolvent debtors or if he makes any composition with his creditors.
  - (e) If any information relating to the Employee's suitability for Employment by the Company and provided in the course of applying for Employment is found to be materially false or misleading.
- 11.6 A notice by the Employee may be submitted to the Supervisor/Director / Managing Director of the Company.
- 11.7 It is not permitted to terminate the employment contract giving proper notice before the agreed start date.
- 11.8 Upon cessation of this employment contract or in the event that the Company has granted leave from duty, the Employee must immediately and completely release to the Company all documents, objects and data regarding the affairs of the Company, especially keys, badges, telephones, computers, books, models, and recordings of any type including any duplicates for copies in his possession. The Employee acknowledges that all objects and data are the property of the Company and therefore he has no right to retention. If the Company property is not returned, a fee of INR 3,500.00 (three thousand five hundred) shall be deducted from the salary of the Employee.
- 11.9 The employment contract shall cease automatically without notice of termination upon expiry of the month in which the Employee reaches the age of 65 or when a total loss of working capacity is ascertained.

## 12 CONFIDENTIALTY

- 12.1 The Employee is obligated to keep all confidential matters, in particular business and trade secrets of the Company, and companies and persons affiliated with the Company strictly confidential. This obligation shall also continue to persist after the cessation of the employment contract.
- 12.2 All documents relating to the Company or to companies and persons affiliated with the Company, in particular all notes, specifications for tenders and contracts, records, reports, correspondence and similar documents including any copies thereof, all data carriers/data and all items provided to the Employee shall be handled with care and may only be used for business purposes. Removing these items from the business premises or a reproduction of the data/items is prohibited.

- 12.3 When the employment contract ends or upon commencement of a leave of absence when notice to terminate the employment contract has been given the Employee shall return to the Company unprompted all documents, data carriers and items in his possession which were provided to him during his employment. During the period of the employment contract this is to be done if ordered to do so. This applies correspondingly to non-physical information and materials, such as computer programs and other data, for example. The Employee is not permitted to retain back-ups of these.
- 12.4 The Employee is obligated to keep individual arrangements in or regarding this contract of employment confidential towards third parties. This includes in particular salary and, in case of fixed term contracts, the duration.

### 13 REPORTING CHANGES

Changes to marital status, place of residence and matters which could cause special statutory privileges, e.g. severe disablement and other matters which are important to the Company, shall be reported to the Company immediately.

### 14 CODE OF CONDUCT

- 14.1 The Employee shall strictly adhere to the Company's code of conduct and all the disciplinary rules and regulations as in force from time to time.
- 14.2 The Employee shall refrain from engaging in any illegal or immoral activities within Company premises as well outside which can bring disrepute to the Company.
- 14.3 The Employee shall not use Company's assets and facilities for their private use without prior information and approval from his supervisor. The Employee shall refrain from doing his personal work / private business during the office working hours.
- 14.4 Whilst the Company encourages the use of email and the internet to aid communication and improve efficiency, inappropriate use of these systems can cause serious problems which may involve legal claims against both the Company and individual Employee. In line with the Hemmersbach Group, therefore the Employee agrees to abide by the rules of the Company Policy.

### 15 USE OF EQUIPMENT

The Employee undertakes to comply with the rules of the Company in force from time to time concerning the use of materials, equipment and computer systems of the Company and the Group Companies. The Employee gives his consent to a representative of the Company gaining access to the email of the Employee in case of absence or in order to protect the interest of the Company.

### 16 DATA PROTECTION

Any data arising due to and during the employment will be stored and processed in the headquarters of the Hemmersbach Group, based in Nuremberg, Germany. Both parties shall therefore adhere to the statutory stipulations of the General Data Protection Regulation (GDPR) under European law, while considering the local data protection requirements. The Employee gives his consent to the Company and the Hemmersbach Group of Companies processing and transferring work related data (including data relating to sickness affecting the performance of the Employee) within India and abroad as the case may be for purposes related to the Employment, other administrative purposes or any other purpose related to the collection, storage or transfer of personal data in compliance with applicable Indian law.

## 17 BACKGROUND CHECK

- 17.1 The Employee agrees to provide the Company with an official document issued by the police or a governmental agency (e.g. criminal record / certificate of good conduct) in order to testify any criminal records as part of a background check. This certificate or at least the confirmation of the request should be presented to the Company at the latest on the first working day.
- 17.2 The Employee agrees to undergo further background checks (e.g. advanced security vetting), if these are or will be required for the role.

## 18 WRITTEN FORM AND EXISTENCE OF THE CONTRACT

- 18.1 Ancillary agreements and amendments are only valid, if they are in writing, signed and have approval by decision of the Shareholders' meeting; this also applies to the waiver of this written form requirement.
- 18.2 If one of the provisions of this contract is or becomes invalid, in whole or in part, this shall not affect the validity of the remaining provisions. In such a case the contract shall be executed as the Parties intended. If the validity of a provision of performance or time is affected, it shall be replaced by the provision permitted by law.

## 19 JURISDICTION

The terms of this Agreement shall be construed in accordance with the laws of India and both parties irrevocably submit to the jurisdiction of the Courts of Bangalore to settle any disputes that may arise in connection with this Employment.

## 20 COPIES OF THIS CONTRACT

The Company and the Employee have each received one copy of this contract.

## 21 MISCELLANEOUS

- 21.1 The Employee is not permitted to use the Company's Internet or telephone for private purposes. Likewise sending private emails is prohibited.
- 21.2 Working or driving a company car under the influence of alcohol or drugs is strictly prohibited.
- 21.3 The company shall be informed in writing of the loss of your driving licence including information regarding the duration of and reason for said loss. If a driving licence is required to carry out his role the Company reserves the right to terminate the employment contract without notice.
- 21.4 The Company is entitled to save all use of the email system and the Internet in order to monitor adherence to the above provisions using the saved data for a maximum duration of three months.



The undersigned hereby acknowledge that they have read and fully understand the terms of this Agreement, the terms and conditions of which are hereby incorporated and acknowledged by this document.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first below written.

Date: 02.09.2021

Date: 02.09.2022

A handwritten signature in black ink that reads "Kunal Verma".

---

Mr. Kunal Verma  
Country Manager, India  
Hemmersbach India Private Limited

Enclosure:

☐ Annexure A: Job Description

Annexure A

#### JOB DESCRIPTION

Position: Service Desk Manager  
Job Family: Admin-Operations  
Reports to: Teamlead-Operations, Manager, Country Manager

---

The employee is expected to perform his / her duties as outlined here. The continuity of this contract is dependent upon the fulfillments of the job responsibilities expressed therein. In some circumstances the employee may also be required to perform tasks other than those stated here and is expected to do so with the utmost diligence and professionalism. This shall not affect the remuneration provisions.

For project requirements, the employee might be required to work on project shift duty based on project need. Job

Purpose:

To undertake all administrative tasks and activities in a professional and timely manner and in accordance with all internal process requirements. To adhere to the Hemmersbach Service Delivery Code (SDC) and all other Hemmersbach standards in the corresponding field of service or customer account. To break the company's annual BIG THREE goals down into realizable tasks, which are incorporated into the daily routine Responsibilities and Accountabilities:

- ☐ Proactively manage their areas of responsibility, in particular ensuring that Hemmersbach delivers a high level of internal and external customer satisfaction, which also meets the business goals.
- ☐ Ensure all work is delivered consistently and in accordance with lead measures and Key Performance Indicators (KPIs).
- ☐ Work on day-to-day activities, such as responding to tickets and implementing processes in order to help things run smoothly.
- ☐ Communicate with all levels of Hemmersbach Management, which includes producing reports to a high standard in a timely manner with accurate data.
- ☐ Proactively improve personal skills to achieve better performance and to improve the quality of daily business.

#### Review of this Job Description

This job description is an indicator of general areas of activity and will be amended in light of the changing needs of the organisation. Additionally, the skill development of every employee in this position will be determined once a year via the categorization and feedback procedure.

I, hereby accept and agree the terms and conditions of employment set out in this Job Description.

02.09.2021

Date: \_\_\_\_\_



**YASH VIJAY PATIL**

Dear **YASH VIJAY PATIL**

On behalf of CAI Info India Private Ltd., I would like to reconfirm our verbal offer of employment as a **"Jr. Software Engineer"** for an annual CTC of Rs. 3,00,000.00 (Rupees three lakhs thirty thousand) beginning on your anticipated start date, Monday, February 05, 2024. This will be paid to you monthly at the end of each month in increments of Rs. 25,000.00 (gross monthly CTC).

Special Clauses:

- During the period of your employment, the Company may at any time assign or transfer you to any location in the world where the Company/its clients has its establishment. In such an event, you shall be entitled to allowances in accordance with the policies of the Company.
- If you do not have an existing account with ICICI Bank, you will be required to establish one within 2 weeks of your first pay.
- You shall be considered for the next financial review in 2025.

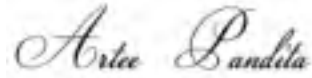
You are required to bring the following documents at the time of reporting for employment: -

- Last updated resume
- Latest passport size photograph
- A copy of Educational Certificates for all years of education and mark cards -
- Copy of passport
- Form 16

Please sign the bottom portion of this letter indicating your acceptance of this position and return the same immediately. You will be issued an appointment letter upon your acceptance of this offer letter.

Thank You and Welcome.

Yours Truly, Accepted By:



**Artee Pandita** \_\_\_\_\_  
**Director-Human Resources**

Divyasree Towers, Floor 5, Guruppanapalya  
Bannerghatta Main Road, Bangalore-560029  
[www.cai.io](http://www.cai.io) [inquire@cai.io](mailto:inquire@cai.io)

Detailed CTC Breakdown:

| Description       | Monthly              | Yearly                 |
|-------------------|----------------------|------------------------|
| Basic             | INR 13,750.00        | INR 1,65,000.00        |
| HRA               | INR 5,500.00         | INR 66,000.00          |
| Conveyance        | INR 300.00           | INR 3,600.00           |
| Medical Allowance | INR 700.00           | INR 8,400.00           |
| Statutory Bonus   | INR 2,500.00         | INR 30,000.00          |
| Provident Fund    | INR 3,300.00         | INR 39,600.00          |
| Gratuity          | INR 661.38           | INR 7,936.50           |
| Special Allowance | INR 788.63           | INR 9,463.50           |
| <b>Total</b>      | <b>INR 25,000.00</b> | <b>INR 3,00,000.00</b> |

Accepted By:

---

Divyasree Towers, Floor 5, Guruppanapalya  
Bannerghatta Main Road, Bangalore-560029  
[www.cai.io](http://www.cai.io) [inquire@cai.io](mailto:inquire@cai.io)

**CAI Info India Private Limited**

080 -45340400

## EMPLOYMENT CONTRACT

between

Hemmersbach India Private Limited,  
M/s. Whitefield Area Commerce and Industries Association (WACIA),  
No.40-J, WACIA Road, Mahadevapura post, Bangalore - 560048 a  
Company incorporated under the Companies Act, 2013  
- hereinafter referred to as the "Company" -

and

- YASHASWINI M

- hereinafter referred to as the "Employee"<sup>1</sup> -

Each of the aforesaid shall hereinafter be referred to individually as a "Party" and collectively as "Parties".

The following employment contract is concluded:

### 1 COMMENCEMENT OF THE EMPLOYMENT CONTRACT

The employment contract shall commence accordingly.

### 2 PROBATIONARY PERIOD

- 2.1 A probationary period of six (6) months is agreed and shall end on 03.04.2021. An extension of the probationary period may be determined by the Company in its sole and absolute discretion.
- 2.2 The employment contract may be terminated by either party at any time during the probationary period giving a written notice period of one (1) month to the other party or paying the equivalent of one (1) month's Basic Salary in lieu of such notice.

### 3 TYPE AND SCOPE OF THE ROLE

- 3.1 CHANDU Lis employed as a Service Desk Manager.
- 3.2 The Employee shall work exclusively for the Company and shall perform such duties, functions and responsibilities as are customarily associated with such position and as directed by the Company. The Employee will perform his duties with due care, skill and highest professional standards to the satisfaction of the Company's management. The duties and responsibilities of the Employee are as set out in the job description as attached in ANNEXURE A.
- 3.3 The nature of the Company's business requires that the Employee is flexible in his approach to work in order to service its best interests. Accordingly, the Employee agrees that the Company may at any

time vary the position, scope of duties, and responsibilities of the Employee. The Employee may be required to undertake

<sup>1</sup>

References to the masculine form always refer to both male and female employees. For the purposes of simplification the masculine form is used.

different duties or reporting line be changed in order to take into account the changing needs of the Company's business and Employee's role within it.

- 3.4 The Employee is employed to work at the Bangalore site. It is possible that the Employee may be relocated to a different site due to a project at any time for operational reasons. No expenses will be payable to the Employee for relocation/travel etc. for the purposes of joining.
- 3.5 Clauses 3.3 and 3.4 shall not affect the remuneration provisions.
- 3.6 The Employee shall serve the Company faithfully, conscientiously and to the best of his ability and shall promote the interests and reputation of the Company. The Employee will abide by the time schedule and holiday schedule of the Company and will show due commitment and diligence in his work.
- 3.7 The Employee shall place all of his work capacity at the Company's disposal. The Company shall be informed in writing of any secondary employment. Secondary employment which affects the work assignments of the Employee and the legitimate commercial interests of the Company may only be exercised after consent has been given. During the term of this employment contract the Employee may not conclude any business transactions on his own behalf or on account of a third party.
- 3.8 Unless prevented by sickness or disability, the Employee shall devote all of his time, attention, knowledge, energy and skills during normal working hours and at such other times as the Employee's duties and responsibilities may require. The working hours are however to be placed in accordance with Company, client and project requirements. The Employee understands that as the Company works with strong global interactions, there will be a need for meetings, conference calls at different timings and days including holidays.
- 3.9 The Employee is obligated to participate in the improvement and reduction in price of work procedures and distribution procedures.

#### 4 WORKING HOURS

- 4.1 The Employee will place his entire effort, knowledge, and skill in the service of the Company. She shall work a minimum of 40 (forty) hours on five days per week. She is obliged, however, to be available for the Company at any time, as far as the concerns of the Company require, and to attend to its interests without any entitlement to overtime pay or other compensation.
- 4.2 [The Employee is obligated to be available to be on-call or on-standby. The frequency and scope of being oncall / on-standby shall be determined by the department.]
- 4.3 Daily starting and finishing times and breaks shall comply with the respective company operational arrangements. The Company is entitled to make changes to this.

#### 5 REMUNERATION

- 5.1 The Employee shall receive an annual salary in the amount of INR 3,36,000.00 gross. The remuneration is to be paid in Indian Rupees in twelve (12) equal parts.

- 5.2 Payment shall be made on the last day of the month by bank transfer to a bank account of the Employee, details of which shall be given within one (1) week of the conclusion of the contract.
- 5.3 The remunerations paid to the Employee shall be subject to usual statutory and other deductions, including tax and any other contributions normally required to be withheld by an Employer under applicable laws in India.
- 5.4 The Employee shall be solely responsible for paying any taxes direct or indirect, State or local and other obligations and the filing of any required returns or other information relating hereto.
- 5.5 The Employee is obligated to keep the amount of his payments confidential.

## 6 ACCEPTING THIRD-PARTY BENEFITS

The Company is committed to ensuring all business relationships with suppliers and clients are legal and based on professional integrity. The Employee shall strictly adhere to Company's business conduct and Integrity policy and refrain from accepting gifts from Vendors / Suppliers / Customers / Other agencies at all times. The Employee is obligated to immediately inform the Company of any such attempts made towards him.

## 7 OVERTIME/OVERTIME PAY

The Employee is permitted trust-based working hours. In return any overtime worked is compensated in full by salary without any additional entitlement to overtime pay or other compensation.

## 8 INABILITY TO ATTEND TO WORK

- 8.1 Any inability to carry out duties shall be reported to the Country Manager or direct supervisor immediately, as well as the duration and the reason. This must be done between 8:00 a.m. at the earliest and 9:00 a.m. at the latest (sick report).
- 8.2 On the last day of absence from work the Country Manager or direct supervisor shall be informed about when the employee will resume his/her work by phone. This must be done by 4:00 p.m. at the latest (recovery report).
- 8.3 If the Employee is ill for longer than two (2) days, a doctor's note regarding his inability to attend work and the expected duration shall be provided not later than on the third (3) day after the commencement of the inability to work. A new doctor's note shall be submitted on the next working day after the expiry of the expected duration of the inability to attend work as stated in the doctor's note.
- 8.4 If the Employee repeatedly and, despite warnings, fails to inform the Company of his illness and / or fails to present the Company with a doctor's note, the Company is entitled to terminate the employment contract without adhering to a notice period.

## 9 CONTINUED REMUNERATION WHEN UNABLE TO ATTEND WORK

- 9.1 If the Employee is not able to attend work due to illness, he shall be entitled to a maximum of twelve (12) days per annum of paid sick leave.
- 9.2 Accrued sick leave can't be carried over to the next calendar year.
- 9.3 Paid sick leave may not be used to extend a holiday or vacation and once an employee has given notice to quit. Sick leave will not be paid out upon the termination.

- 9.4 If the Employee has the right to claim damages from a third party regarding loss of earnings which he is entitled to because he is unable to attend work, he hereby assigns this right to the Company if his salary continues to be paid while he is unable to attend work.
- 9.5 In accordance with the agreed regulations above, the Employee shall, in particular, immediately provide the Company with all information necessary to enforce their claim for damages.
- 9.6 The Employee is further advised that the Company is entitled to refuse to continue to pay his remuneration if the Employee has not satisfied his obligations arising from section 8 and 9 of this contract.
- 9.7 The Employee shall not be entitled to payment in lieu of not availed sick leave at any time.

## 10 ANNUAL LEAVE

- 10.1 The Employee shall receive 18 (eighteen) working days of annual/privileged leave with full pay per calendar year. If the employment contract is not in force for a whole year, the Employee shall receive 1/12 of his annual leave entitlement for each completed calendar month.
- 10.2 The Company must approve when annual leave is taken. The Employee must request annual leave in good time. Annual leave must be discussed with the Head of Department and must abide by the valid arrangements regarding absence cover in the respective area. Disrupting normal business operations is to be avoided at all costs.
- 10.3 Annual leave must be taken in the current leave year. The leave year begins on January 01st and ends on December 31st. Carrying annual leave over to the next calendar year is only permitted with the consent of the Company. In the event annual leave is carried over, it must be taken by March 31st of the following year at the latest.

Exceptions to this require special management approval.

- 10.4 Upon termination of the Employment (however occasioned) the Employee shall be paid in lieu of any accrued and not availed annual leave to which the Employee becomes entitled during the Employment. Payment for accrued annual leave shall be calculated on the basis of the rate of the Basic Salary. The Annual term shall be calculated exclusive of public holidays.
- 10.5 The Employee is entitled to 7 days of Public Holidays, which are defined as per Company policy. The Company is entitled to change these Public Holidays due to operational reasons at any time.
- 10.6 The Employee shall be entitled to 2 (two) days paid casual leave per calendar year. This leave is available to use as it is accrued. Accrued leave can't be carried over to the next calendar year.
- 10.7 Any leave is subject to approval by the Company and shall be in accordance with the relevant regulations regarding temporary replacements. Interruption of business operations has to be avoided.

## 11 TERMINATION OF THE EMPLOYMENT CONTRACT

- 11.1 As stated in section 1 this employment contract is for a fixed term until 03.10.2022 and shall end on that date without notice having to be given.
- 11.2 On completion of the probation period, either initial, or extended, as the case may be, the Employment of the Employee with the Company will end as defined under clause 1.
- 11.3 Either party can terminate this Agreement with a written notice of two (2) months or two (2) months' salary in lieu of notice. The official notification becomes valid upon arrival of delivery.

- 11.4 In any case of notice, the Company is entitled to release the Employee from work under deduction of any vacation time remaining due up to the expiration of the period of notice.
- 11.5 The right to terminate the Contract extraordinarily remains unaffected. In particular and without prejudice to the generality of the foregoing provision, the Company shall be entitled to terminate the Contract summarily by written notice and without any payment in lieu of notice (but without prejudice to the rights and remedies of the Company for any breach of this Contract of Employment and to the Employee's continuing obligations) in any of the following events:
- (a) If the Employee commits any serious or wilful or persistent breach or breaches of any express or implied term of this Contract.
  - (b) If the Employee commits any serious or wilful or persistent breach or breaches of any express or implied Company policy.
  - (c) If the Company has good reason to believe that the Employee has committed any criminal offence or been guilty of any dishonesty or serious misconduct whether during the performance of his duties or otherwise.
  - (d) If the Employee's petitions for bankruptcy or has a bankruptcy order made against him or applies to take the benefit of any legislation for the relief of insolvent debtors or if he makes any composition with his creditors.
  - (e) If any information relating to the Employee's suitability for Employment by the Company and provided in the course of applying for Employment is found to be materially false or misleading.
- 11.6 A notice by the Employee may be submitted to the Supervisor/Director / Managing Director of the Company.
- 11.7 It is not permitted to terminate the employment contract giving proper notice before the agreed start date.
- 11.8 Upon cessation of this employment contract or in the event that the Company has granted leave from duty, the Employee must immediately and completely release to the Company all documents, objects and data regarding the affairs of the Company, especially keys, badges, telephones, computers, books, models, and recordings of any type including any duplicates for copies in his possession. The Employee acknowledges that all objects and data are the property of the Company and therefore he has no right to retention. If the Company property is not returned, a fee of INR 3,500.00 (three thousand five hundred) shall be deducted from the salary of the Employee.
- 11.9 The employment contract shall cease automatically without notice of termination upon expiry of the month in which the Employee reaches the age of 65 or when a total loss of working capacity is ascertained.

## 12 CONFIDENTIALTY

- 12.1 The Employee is obligated to keep all confidential matters, in particular business and trade secrets of the Company, and companies and persons affiliated with the Company strictly confidential. This obligation shall also continue to persist after the cessation of the employment contract.
- 12.2 All documents relating to the Company or to companies and persons affiliated with the Company, in particular all notes, specifications for tenders and contracts, records, reports, correspondence and similar documents including any copies thereof, all data carriers/data and all items provided to the Employee shall be handled with care and may only be used for business purposes. Removing these items from the business premises or a reproduction of the data/items is prohibited.



- 12.3 When the employment contract ends or upon commencement of a leave of absence when notice to terminate the employment contract has been given the Employee shall return to the Company unprompted all documents, data carriers and items in his possession which were provided to him during his employment. During the period of the employment contract this is to be done if ordered to do so. This applies correspondingly to non-physical information and materials, such as computer programs and other data, for example. The Employee is not permitted to retain back-ups of these.
- 12.4 The Employee is obligated to keep individual arrangements in or regarding this contract of employment confidential towards third parties. This includes in particular salary and, in case of fixed term contracts, the duration.

### 13 REPORTING CHANGES

Changes to marital status, place of residence and matters which could cause special statutory privileges, e.g. severe disablement and other matters which are important to the Company, shall be reported to the Company immediately.

### 14 CODE OF CONDUCT

- 14.1 The Employee shall strictly adhere to the Company's code of conduct and all the disciplinary rules and regulations as in force from time to time.
- 14.2 The Employee shall refrain from engaging in any illegal or immoral activities within Company premises as well outside which can bring disrepute to the Company.
- 14.3 The Employee shall not use Company's assets and facilities for their private use without prior information and approval from his supervisor. The Employee shall refrain from doing his personal work / private business during the office working hours.
- 14.4 Whilst the Company encourages the use of email and the internet to aid communication and improve efficiency, inappropriate use of these systems can cause serious problems which may involve legal claims against both the Company and individual Employee. In line with the Hemmersbach Group, therefore the Employee agrees to abide by the rules of the Company Policy.

### 15 USE OF EQUIPMENT

The Employee undertakes to comply with the rules of the Company in force from time to time concerning the use of materials, equipment and computer systems of the Company and the Group Companies. The Employee gives his consent to a representative of the Company gaining access to the email of the Employee in case of absence or in order to protect the interest of the Company.

### 16 DATA PROTECTION

Any data arising due to and during the employment will be stored and processed in the headquarters of the Hemmersbach Group, based in Nuremberg, Germany. Both parties shall therefore adhere to the statutory stipulations of the General Data Protection Regulation (GDPR) under European law, while considering the local data protection requirements. The Employee gives his consent to the Company and the Hemmersbach Group of Companies processing and transferring work related data (including data relating to sickness affecting the performance of the Employee) within India and abroad as the case may be for purposes related to the Employment, other administrative purposes or any other purpose related to the collection, storage or transfer of personal data in compliance with applicable Indian law.

## 17 BACKGROUND CHECK

- 17.1 The Employee agrees to provide the Company with an official document issued by the police or a governmental agency (e.g. criminal record / certificate of good conduct) in order to testify any criminal records as part of a background check. This certificate or at least the confirmation of the request should be presented to the Company at the latest on the first working day.
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- 21.4 The Company is entitled to save all use of the email system and the Internet in order to monitor adherence to the above provisions using the saved data for a maximum duration of three months.

The undersigned hereby acknowledge that they have read and fully understand the terms of this Agreement, the terms and conditions of which are hereby incorporated and acknowledged by this document.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first below written.

Date: 02.09.2021

Date: 02.09.2022



---

Mr. Kunal Verma  
Country Manager, India  
Hemmersbach India Private Limited

Enclosure:

☐ Annexure A: Job Description

Annexure A

## JOB DESCRIPTION

Position: Service Desk Manager  
Job Family: Admin-Operations  
Reports to: Teamlead-Operations, Manager, Country Manager

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For project requirements, the employee might be required to work on project shift duty based on project need. Job

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- Proactively improve personal skills to achieve better performance and to improve the quality of daily business.

#### Review of this Job Description

This job description is an indicator of general areas of activity and will be amended in light of the changing needs of the organisation. Additionally, the skill development of every employee in this position will be determined once a year via the categorization and feedback procedure.

I, hereby accept and agree the terms and conditions of employment set out in this Job Description.

02.09.2021

Date: \_\_\_\_\_



## Offer Letter - Intech Additive Solutions Pvt. Ltd.

Dear YESHWANTH REDDY R

Congratulations! We are pleased to offer you a position with Intech Additive Solutions Pvt. Ltd. **from Wednesday, 1 February 2023** in our DfAM group. The **internship** will be for 6 (Six) months. We will assess your performance over the initial months of the internship and convert your internship to a full-time job **offer** if your performance meets our requirements – to commence as soon as you graduate with the CTC of **INR 5,50,00/- ( Indian Rupees Fifty Lakhs Fifty Thousand only) per annum.**

Your stipend will be **INR 15,000/- (Indian Rupees Fifteen Thousand only) per month** for the internship duration, subject to the deduction of withholding taxes and statutory levies under applicable law towards your services.

Please confirm your acceptance of our internship offer via email as soon as possible.

You will be required to produce the following documents at the time of joining - Aadhar Card, PAN Card, and Bank details (Soft copy of cheque or 1st page of passbook).

During the internship period with us,

- Please follow instructions from your supervisors diligently and earnestly about your work.
- The company's rules and regulations will govern you.
- Confidentiality: You must maintain confidentiality associated with the company's information, including customer information. In this regard, you will sign a Confidentiality Agreement with the company.

We wish you the very best!

Best regards,

Murari Venkataraman Vice  
President - Operations Intech  
Additive Solutions Pvt. Ltd.  
#239, 11th Main Road,  
2nd Cross Road, 3rd Phase,  
Peenya Industrial Area, Bengaluru  
560058.



## Offer Letter - Intech Additive Solutions Pvt. Ltd.

Dear YOGESH D

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Your stipend will be **INR 15,000/- (Indian Rupees Fifteen Thousand only) per month** for the internship duration, subject to the deduction of withholding taxes and statutory levies under applicable law towards your services.

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- The company's rules and regulations will govern you.
- Confidentiality: You must maintain confidentiality associated with the company's information, including customer information. In this regard, you will sign a Confidentiality Agreement with the company.

We wish you the very best!

Best regards,

Murari Venkataraman Vice  
President - Operations Intech  
Additive Solutions Pvt. Ltd.  
#239, 11th Main Road,  
2nd Cross Road, 3rd Phase,  
Peenya Industrial Area, Bengaluru  
560058.

## EMPLOYMENT CONTRACT

between

Hemmersbach India Private Limited,  
M/s. Whitefield Area Commerce and Industries Association (WACIA),  
No.40-J, WACIA Road, Mahadevapura post, Bangalore - 560048 a  
Company incorporated under the Companies Act, 2013  
- hereinafter referred to as the “Company” -

and

- ZAIBA M

- hereinafter referred to as the “Employee”<sup>1</sup> -

Each of the aforesaid shall hereinafter be referred to individually as a “Party” and collectively as “Parties”.

The following employment contract is concluded:

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The employment contract shall commence accordingly.

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- 2.2 The employment contract may be terminated by either party at any time during the probationary period giving a written notice period of one (1) month to the other party or paying the equivalent of one (1) month’s Basic Salary in lieu of such notice.

### 3 TYPE AND SCOPE OF THE ROLE

- 3.1 CHANDU Lis employed as a Service Desk Manager.
- 3.2 The Employee shall work exclusively for the Company and shall perform such duties, functions and responsibilities as are customarily associated with such position and as directed by the Company. The Employee will perform his duties with due care, skill and highest professional standards to the satisfaction of the Company’s management. The duties and responsibilities of the Employee are as set out in the job description as attached in ANNEXURE A.
- 3.3 The nature of the Company’s business requires that the Employee is flexible in his approach to work in order to service its best interests. Accordingly, the Employee agrees that the Company may at any



time vary the position, scope of duties, and responsibilities of the Employee. The Employee may be required to undertake

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References to the masculine form always refer to both male and female employees. For the purposes of simplification the masculine form is used.

different duties or reporting line be changed in order to take into account the changing needs of the Company's business and Employee's role within it.

- 3.4 The Employee is employed to work at the Bangalore site. It is possible that the Employee may be relocated to a different site due to a project at any time for operational reasons. No expenses will be payable to the Employee for relocation/travel etc. for the purposes of joining.
- 3.5 Clauses 3.3 and 3.4 shall not affect the remuneration provisions.
- 3.6 The Employee shall serve the Company faithfully, conscientiously and to the best of his ability and shall promote the interests and reputation of the Company. The Employee will abide by the time schedule and holiday schedule of the Company and will show due commitment and diligence in his work.
- 3.7 The Employee shall place all of his work capacity at the Company's disposal. The Company shall be informed in writing of any secondary employment. Secondary employment which affects the work assignments of the Employee and the legitimate commercial interests of the Company may only be exercised after consent has been given. During the term of this employment contract the Employee may not conclude any business transactions on his own behalf or on account of a third party.
- 3.8 Unless prevented by sickness or disability, the Employee shall devote all of his time, attention, knowledge, energy and skills during normal working hours and at such other times as the Employee's duties and responsibilities may require. The working hours are however to be placed in accordance with Company, client and project requirements. The Employee understands that as the Company works with strong global interactions, there will be a need for meetings, conference calls at different timings and days including holidays.
- 3.9 The Employee is obligated to participate in the improvement and reduction in price of work procedures and distribution procedures.

#### 4 WORKING HOURS

- 4.1 The Employee will place his entire effort, knowledge, and skill in the service of the Company. She shall work a minimum of 40 (forty) hours on five days per week. She is obliged, however, to be available for the Company at any time, as far as the concerns of the Company require, and to attend to its interests without any entitlement to overtime pay or other compensation.
- 4.2 [The Employee is obligated to be available to be on-call or on-standby. The frequency and scope of being oncall / on-standby shall be determined by the department.]
- 4.3 Daily starting and finishing times and breaks shall comply with the respective company operational arrangements. The Company is entitled to make changes to this.

#### 5 REMUNERATION

- 5.1 The Employee shall receive an annual salary in the amount of INR 3,36,000.00 gross. The remuneration is to be paid in Indian Rupees in twelve (12) equal parts.



- 5.2 Payment shall be made on the last day of the month by bank transfer to a bank account of the Employee, details of which shall be given within one (1) week of the conclusion of the contract.
- 5.3 The remunerations paid to the Employee shall be subject to usual statutory and other deductions, including tax and any other contributions normally required to be withheld by an Employer under applicable laws in India.
- 5.4 The Employee shall be solely responsible for paying any taxes direct or indirect, State or local and other obligations and the filing of any required returns or other information relating hereto.
- 5.5 The Employee is obligated to keep the amount of his payments confidential.

## 6 ACCEPTING THIRD-PARTY BENEFITS

The Company is committed to ensuring all business relationships with suppliers and clients are legal and based on professional integrity. The Employee shall strictly adhere to Company's business conduct and Integrity policy and refrain from accepting gifts from Vendors / Suppliers / Customers / Other agencies at all times. The Employee is obligated to immediately inform the Company of any such attempts made towards him.

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The Employee is permitted trust-based working hours. In return any overtime worked is compensated in full by salary without any additional entitlement to overtime pay or other compensation.

## 8 INABILITY TO ATTEND TO WORK

- 8.1 Any inability to carry out duties shall be reported to the Country Manager or direct supervisor immediately, as well as the duration and the reason. This must be done between 8:00 a.m. at the earliest and 9:00 a.m. at the latest (sick report).
- 8.2 On the last day of absence from work the Country Manager or direct supervisor shall be informed about when the employee will resume his/her work by phone. This must be done by 4:00 p.m. at the latest (recovery report).
- 8.3 If the Employee is ill for longer than two (2) days, a doctor's note regarding his inability to attend work and the expected duration shall be provided not later than on the third (3) day after the commencement of the inability to work. A new doctor's note shall be submitted on the next working day after the expiry of the expected duration of the inability to attend work as stated in the doctor's note.
- 8.4 If the Employee repeatedly and, despite warnings, fails to inform the Company of his illness and / or fails to present the Company with a doctor's note, the Company is entitled to terminate the employment contract without adhering to a notice period.

## 9 CONTINUED REMUNERATION WHEN UNABLE TO ATTEND WORK

- 9.1 If the Employee is not able to attend work due to illness, he shall be entitled to a maximum of twelve (12) days per annum of paid sick leave.
- 9.2 Accrued sick leave can't be carried over to the next calendar year.
- 9.3 Paid sick leave may not be used to extend a holiday or vacation and once an employee has given notice to quit. Sick leave will not be paid out upon the termination.

- 9.4 If the Employee has the right to claim damages from a third party regarding loss of earnings which he is entitled to because he is unable to attend work, he hereby assigns this right to the Company if his salary continues to be paid while he is unable to attend work.
- 9.5 In accordance with the agreed regulations above, the Employee shall, in particular, immediately provide the Company with all information necessary to enforce their claim for damages.
- 9.6 The Employee is further advised that the Company is entitled to refuse to continue to pay his remuneration if the Employee has not satisfied his obligations arising from section 8 and 9 of this contract.
- 9.7 The Employee shall not be entitled to payment in lieu of not availed sick leave at any time.

## 10 ANNUAL LEAVE

- 10.1 The Employee shall receive 18 (eighteen) working days of annual/privileged leave with full pay per calendar year. If the employment contract is not in force for a whole year, the Employee shall receive 1/12 of his annual leave entitlement for each completed calendar month.
- 10.2 The Company must approve when annual leave is taken. The Employee must request annual leave in good time. Annual leave must be discussed with the Head of Department and must abide by the valid arrangements regarding absence cover in the respective area. Disrupting normal business operations is to be avoided at all costs.
- 10.3 Annual leave must be taken in the current leave year. The leave year begins on January 01st and ends on December 31st. Carrying annual leave over to the next calendar year is only permitted with the consent of the Company. In the event annual leave is carried over, it must be taken by March 31st of the following year at the latest.

Exceptions to this require special management approval.

- 10.4 Upon termination of the Employment (however occasioned) the Employee shall be paid in lieu of any accrued and not availed annual leave to which the Employee becomes entitled during the Employment. Payment for accrued annual leave shall be calculated on the basis of the rate of the Basic Salary. The Annual term shall be calculated exclusive of public holidays.
- 10.5 The Employee is entitled to 7 days of Public Holidays, which are defined as per Company policy. The Company is entitled to change these Public Holidays due to operational reasons at any time.
- 10.6 The Employee shall be entitled to 2 (two) days paid casual leave per calendar year. This leave is available to use as it is accrued. Accrued leave can't be carried over to the next calendar year.
- 10.7 Any leave is subject to approval by the Company and shall be in accordance with the relevant regulations regarding temporary replacements. Interruption of business operations has to be avoided.

## 11 TERMINATION OF THE EMPLOYMENT CONTRACT

- 11.1 As stated in section 1 this employment contract is for a fixed term until 03.10.2022 and shall end on that date without notice having to be given.
- 11.2 On completion of the probation period, either initial, or extended, as the case may be, the Employment of the Employee with the Company will end as defined under clause 1.
- 11.3 Either party can terminate this Agreement with a written notice of two (2) months or two (2) months' salary in lieu of notice. The official notification becomes valid upon arrival of delivery.

- 11.4 In any case of notice, the Company is entitled to release the Employee from work under deduction of any vacation time remaining due up to the expiration of the period of notice.
- 11.5 The right to terminate the Contract extraordinarily remains unaffected. In particular and without prejudice to the generality of the foregoing provision, the Company shall be entitled to terminate the Contract summarily by written notice and without any payment in lieu of notice (but without prejudice to the rights and remedies of the Company for any breach of this Contract of Employment and to the Employee's continuing obligations) in any of the following events:
- (a) If the Employee commits any serious or wilful or persistent breach or breaches of any express or implied term of this Contract.
  - (b) If the Employee commits any serious or wilful or persistent breach or breaches of any express or implied Company policy.
  - (c) If the Company has good reason to believe that the Employee has committed any criminal offence or been guilty of any dishonesty or serious misconduct whether during the performance of his duties or otherwise.
  - (d) If the Employee's petitions for bankruptcy or has a bankruptcy order made against him or applies to take the benefit of any legislation for the relief of insolvent debtors or if he makes any composition with his creditors.
  - (e) If any information relating to the Employee's suitability for Employment by the Company and provided in the course of applying for Employment is found to be materially false or misleading.
- 11.6 A notice by the Employee may be submitted to the Supervisor/Director / Managing Director of the Company.
- 11.7 It is not permitted to terminate the employment contract giving proper notice before the agreed start date.
- 11.8 Upon cessation of this employment contract or in the event that the Company has granted leave from duty, the Employee must immediately and completely release to the Company all documents, objects and data regarding the affairs of the Company, especially keys, badges, telephones, computers, books, models, and recordings of any type including any duplicates for copies in his possession. The Employee acknowledges that all objects and data are the property of the Company and therefore he has no right to retention. If the Company property is not returned, a fee of INR 3,500.00 (three thousand five hundred) shall be deducted from the salary of the Employee.
- 11.9 The employment contract shall cease automatically without notice of termination upon expiry of the month in which the Employee reaches the age of 65 or when a total loss of working capacity is ascertained.

## 12 CONFIDENTIALTY

- 12.1 The Employee is obligated to keep all confidential matters, in particular business and trade secrets of the Company, and companies and persons affiliated with the Company strictly confidential. This obligation shall also continue to persist after the cessation of the employment contract.
- 12.2 All documents relating to the Company or to companies and persons affiliated with the Company, in particular all notes, specifications for tenders and contracts, records, reports, correspondence and similar documents including any copies thereof, all data carriers/data and all items provided to the Employee shall be handled with care and may only be used for business purposes. Removing these items from the business premises or a reproduction of the data/items is prohibited.

- 12.3 When the employment contract ends or upon commencement of a leave of absence when notice to terminate the employment contract has been given the Employee shall return to the Company unprompted all documents, data carriers and items in his possession which were provided to him during his employment. During the period of the employment contract this is to be done if ordered to do so. This applies correspondingly to non-physical information and materials, such as computer programs and other data, for example. The Employee is not permitted to retain back-ups of these.
- 12.4 The Employee is obligated to keep individual arrangements in or regarding this contract of employment confidential towards third parties. This includes in particular salary and, in case of fixed term contracts, the duration.

### 13 REPORTING CHANGES

Changes to marital status, place of residence and matters which could cause special statutory privileges, e.g. severe disablement and other matters which are important to the Company, shall be reported to the Company immediately.

### 14 CODE OF CONDUCT

- 14.1 The Employee shall strictly adhere to the Company's code of conduct and all the disciplinary rules and regulations as in force from time to time.
- 14.2 The Employee shall refrain from engaging in any illegal or immoral activities within Company premises as well outside which can bring disrepute to the Company.
- 14.3 The Employee shall not use Company's assets and facilities for their private use without prior information and approval from his supervisor. The Employee shall refrain from doing his personal work / private business during the office working hours.
- 14.4 Whilst the Company encourages the use of email and the internet to aid communication and improve efficiency, inappropriate use of these systems can cause serious problems which may involve legal claims against both the Company and individual Employee. In line with the Hemmersbach Group, therefore the Employee agrees to abide by the rules of the Company Policy.

### 15 USE OF EQUIPMENT

The Employee undertakes to comply with the rules of the Company in force from time to time concerning the use of materials, equipment and computer systems of the Company and the Group Companies. The Employee gives his consent to a representative of the Company gaining access to the email of the Employee in case of absence or in order to protect the interest of the Company.

### 16 DATA PROTECTION

Any data arising due to and during the employment will be stored and processed in the headquarters of the Hemmersbach Group, based in Nuremberg, Germany. Both parties shall therefore adhere to the statutory stipulations of the General Data Protection Regulation (GDPR) under European law, while considering the local data protection requirements. The Employee gives his consent to the Company and the Hemmersbach Group of Companies processing and transferring work related data (including data relating to sickness affecting the performance of the Employee) within India and abroad as the case may be for purposes related to the Employment, other administrative purposes or any other purpose related to the collection, storage or transfer of personal data in compliance with applicable Indian law.

## 17 BACKGROUND CHECK

- 17.1 The Employee agrees to provide the Company with an official document issued by the police or a governmental agency (e.g. criminal record / certificate of good conduct) in order to testify any criminal records as part of a background check. This certificate or at least the confirmation of the request should be presented to the Company at the latest on the first working day.
- 17.2 The Employee agrees to undergo further background checks (e.g. advanced security vetting), if these are or will be required for the role.

## 18 WRITTEN FORM AND EXISTENCE OF THE CONTRACT

- 18.1 Ancillary agreements and amendments are only valid, if they are in writing, signed and have approval by decision of the Shareholders' meeting; this also applies to the waiver of this written form requirement.
- 18.2 If one of the provisions of this contract is or becomes invalid, in whole or in part, this shall not affect the validity of the remaining provisions. In such a case the contract shall be executed as the Parties intended. If the validity of a provision of performance or time is affected, it shall be replaced by the provision permitted by law.

## 19 JURISDICTION

The terms of this Agreement shall be construed in accordance with the laws of India and both parties irrevocably submit to the jurisdiction of the Courts of Bangalore to settle any disputes that may arise in connection with this Employment.

## 20 COPIES OF THIS CONTRACT

The Company and the Employee have each received one copy of this contract.

## 21 MISCELLANEOUS

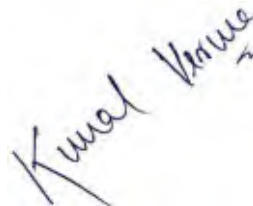
- 21.1 The Employee is not permitted to use the Company's Internet or telephone for private purposes. Likewise sending private emails is prohibited.
- 21.2 Working or driving a company car under the influence of alcohol or drugs is strictly prohibited.
- 21.3 The company shall be informed in writing of the loss of your driving licence including information regarding the duration of and reason for said loss. If a driving licence is required to carry out his role the Company reserves the right to terminate the employment contract without notice.
- 21.4 The Company is entitled to save all use of the email system and the Internet in order to monitor adherence to the above provisions using the saved data for a maximum duration of three months.

The undersigned hereby acknowledge that they have read and fully understand the terms of this Agreement, the terms and conditions of which are hereby incorporated and acknowledged by this document.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first below written.

Date: 02.09.2021

Date: 02.09.2022



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Mr. Kunal Verma  
Country Manager, India  
Hemmersbach India Private Limited

Enclosure:

☐ Annexure A: Job Description

Annexure A

## JOB DESCRIPTION

Position: Service Desk Manager  
Job Family: Admin-Operations  
Reports to: Teamlead-Operations, Manager, Country Manager

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The employee is expected to perform his / her duties as outlined here. The continuity of this contract is dependent upon the fulfillments of the job responsibilities expressed therein. In some circumstances the employee may also be required to perform tasks other than those stated here and is expected to do so with the utmost diligence and professionalism. This shall not affect the remuneration provisions.

For project requirements, the employee might be required to work on project shift duty based on project need. Job

Purpose:

To undertake all administrative tasks and activities in a professional and timely manner and in accordance with all internal process requirements. To adhere to the Hemmersbach Service Delivery Code (SDC) and all other Hemmersbach standards in the corresponding field of service or customer account. To break the company's annual BIG THREE goals down into realizable tasks, which are incorporated into the daily routine Responsibilities and Accountabilities:



- Proactively manage their areas of responsibility, in particular ensuring that Hemmersbach delivers a high level of internal and external customer satisfaction, which also meets the business goals.
- Ensure all work is delivered consistently and in accordance with lead measures and Key Performance Indicators (KPIs).
- Work on day-to-day activities, such as responding to tickets and implementing processes in order to help things run smoothly.
- Communicate with all levels of Hemmersbach Management, which includes producing reports to a high standard in a timely manner with accurate data.
- Proactively improve personal skills to achieve better performance and to improve the quality of daily business.

#### Review of this Job Description

This job description is an indicator of general areas of activity and will be amended in light of the changing needs of the organisation. Additionally, the skill development of every employee in this position will be determined once a year via the categorization and feedback procedure.

I, hereby accept and agree the terms and conditions of employment set out in this Job Description.

02.09.2021

Date: \_\_\_\_\_

## EMPLOYMENT CONTRACT

between

Hemmersbach India Private Limited,  
M/s. Whitefield Area Commerce and Industries Association (WACIA),  
No.40-J, WACIA Road, Mahadevapura post, Bangalore - 560048 a  
Company incorporated under the Companies Act, 2013  
- hereinafter referred to as the “Company” -

and

-ZAIN UL ABIDIN

- hereinafter referred to as the “Employee”<sup>1</sup> -

Each of the aforesaid shall hereinafter be referred to individually as a “Party” and collectively as “Parties”.

The following employment contract is concluded:

### 1 COMMENCEMENT OF THE EMPLOYMENT CONTRACT

The employment contract shall commence accordingly.

### 2 PROBATIONARY PERIOD

- 2.1 A probationary period of six (6) months is agreed and shall end on 03.04.2021. An extension of the probationary period may be determined by the Company in its sole and absolute discretion.
- 2.2 The employment contract may be terminated by either party at any time during the probationary period giving a written notice period of one (1) month to the other party or paying the equivalent of one (1) month’s Basic Salary in lieu of such notice.

### 3 TYPE AND SCOPE OF THE ROLE

- 3.1 CHANDU Lis employed as a Service Desk Manager.
- 3.2 The Employee shall work exclusively for the Company and shall perform such duties, functions and responsibilities as are customarily associated with such position and as directed by the Company. The Employee will perform his duties with due care, skill and highest professional standards to the satisfaction of the Company’s management. The duties and responsibilities of the Employee are as set out in the job description as attached in ANNEXURE A.
- 3.3 The nature of the Company’s business requires that the Employee is flexible in his approach to work in order to service its best interests. Accordingly, the Employee agrees that the Company may at any



time vary the position, scope of duties, and responsibilities of the Employee. The Employee may be required to undertake

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- 5.1 The Employee shall receive an annual salary in the amount of INR 3,36,000.00 gross. The remuneration is to be paid in Indian Rupees in twelve (12) equal parts.

- 5.2 Payment shall be made on the last day of the month by bank transfer to a bank account of the Employee, details of which shall be given within one (1) week of the conclusion of the contract.
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- 8.3 If the Employee is ill for longer than two (2) days, a doctor's note regarding his inability to attend work and the expected duration shall be provided not later than on the third (3) day after the commencement of the inability to work. A new doctor's note shall be submitted on the next working day after the expiry of the expected duration of the inability to attend work as stated in the doctor's note.
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- 9.6 The Employee is further advised that the Company is entitled to refuse to continue to pay his remuneration if the Employee has not satisfied his obligations arising from section 8 and 9 of this contract.
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## 11 TERMINATION OF THE EMPLOYMENT CONTRACT

- 11.1 As stated in section 1 this employment contract is for a fixed term until 03.10.2022 and shall end on that date without notice having to be given.
- 11.2 On completion of the probation period, either initial, or extended, as the case may be, the Employment of the Employee with the Company will end as defined under clause 1.
- 11.3 Either party can terminate this Agreement with a written notice of two (2) months or two (2) months' salary in lieu of notice. The official notification becomes valid upon arrival of delivery.

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- (a) If the Employee commits any serious or wilful or persistent breach or breaches of any express or implied term of this Contract.
  - (b) If the Employee commits any serious or wilful or persistent breach or breaches of any express or implied Company policy.
  - (c) If the Company has good reason to believe that the Employee has committed any criminal offence or been guilty of any dishonesty or serious misconduct whether during the performance of his duties or otherwise.
  - (d) If the Employee's petitions for bankruptcy or has a bankruptcy order made against him or applies to take the benefit of any legislation for the relief of insolvent debtors or if he makes any composition with his creditors.
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- 11.8 Upon cessation of this employment contract or in the event that the Company has granted leave from duty, the Employee must immediately and completely release to the Company all documents, objects and data regarding the affairs of the Company, especially keys, badges, telephones, computers, books, models, and recordings of any type including any duplicates for copies in his possession. The Employee acknowledges that all objects and data are the property of the Company and therefore he has no right to retention. If the Company property is not returned, a fee of INR 3,500.00 (three thousand five hundred) shall be deducted from the salary of the Employee.
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- 12.1 The Employee is obligated to keep all confidential matters, in particular business and trade secrets of the Company, and companies and persons affiliated with the Company strictly confidential. This obligation shall also continue to persist after the cessation of the employment contract.
- 12.2 All documents relating to the Company or to companies and persons affiliated with the Company, in particular all notes, specifications for tenders and contracts, records, reports, correspondence and similar documents including any copies thereof, all data carriers/data and all items provided to the Employee shall be handled with care and may only be used for business purposes. Removing these items from the business premises or a reproduction of the data/items is prohibited.

- 12.3 When the employment contract ends or upon commencement of a leave of absence when notice to terminate the employment contract has been given the Employee shall return to the Company unprompted all documents, data carriers and items in his possession which were provided to him during his employment. During the period of the employment contract this is to be done if ordered to do so. This applies correspondingly to non-physical information and materials, such as computer programs and other data, for example. The Employee is not permitted to retain back-ups of these.
- 12.4 The Employee is obligated to keep individual arrangements in or regarding this contract of employment confidential towards third parties. This includes in particular salary and, in case of fixed term contracts, the duration.

### 13 REPORTING CHANGES

Changes to marital status, place of residence and matters which could cause special statutory privileges, e.g. severe disablement and other matters which are important to the Company, shall be reported to the Company immediately.

### 14 CODE OF CONDUCT

- 14.1 The Employee shall strictly adhere to the Company's code of conduct and all the disciplinary rules and regulations as in force from time to time.
- 14.2 The Employee shall refrain from engaging in any illegal or immoral activities within Company premises as well outside which can bring disrepute to the Company.
- 14.3 The Employee shall not use Company's assets and facilities for their private use without prior information and approval from his supervisor. The Employee shall refrain from doing his personal work / private business during the office working hours.
- 14.4 Whilst the Company encourages the use of email and the internet to aid communication and improve efficiency, inappropriate use of these systems can cause serious problems which may involve legal claims against both the Company and individual Employee. In line with the Hemmersbach Group, therefore the Employee agrees to abide by the rules of the Company Policy.

### 15 USE OF EQUIPMENT

The Employee undertakes to comply with the rules of the Company in force from time to time concerning the use of materials, equipment and computer systems of the Company and the Group Companies. The Employee gives his consent to a representative of the Company gaining access to the email of the Employee in case of absence or in order to protect the interest of the Company.

### 16 DATA PROTECTION

Any data arising due to and during the employment will be stored and processed in the headquarters of the Hemmersbach Group, based in Nuremberg, Germany. Both parties shall therefore adhere to the statutory stipulations of the General Data Protection Regulation (GDPR) under European law, while considering the local data protection requirements. The Employee gives his consent to the Company and the Hemmersbach Group of Companies processing and transferring work related data (including data relating to sickness affecting the performance of the Employee) within India and abroad as the case may be for purposes related to the Employment, other administrative purposes or any other purpose related to the collection, storage or transfer of personal data in compliance with applicable Indian law.

## 17 BACKGROUND CHECK

- 17.1 The Employee agrees to provide the Company with an official document issued by the police or a governmental agency (e.g. criminal record / certificate of good conduct) in order to testify any criminal records as part of a background check. This certificate or at least the confirmation of the request should be presented to the Company at the latest on the first working day.
- 17.2 The Employee agrees to undergo further background checks (e.g. advanced security vetting), if these are or will be required for the role.

## 18 WRITTEN FORM AND EXISTENCE OF THE CONTRACT

- 18.1 Ancillary agreements and amendments are only valid, if they are in writing, signed and have approval by decision of the Shareholders' meeting; this also applies to the waiver of this written form requirement.
- 18.2 If one of the provisions of this contract is or becomes invalid, in whole or in part, this shall not affect the validity of the remaining provisions. In such a case the contract shall be executed as the Parties intended. If the validity of a provision of performance or time is affected, it shall be replaced by the provision permitted by law.

## 19 JURISDICTION

The terms of this Agreement shall be construed in accordance with the laws of India and both parties irrevocably submit to the jurisdiction of the Courts of Bangalore to settle any disputes that may arise in connection with this Employment.

## 20 COPIES OF THIS CONTRACT

The Company and the Employee have each received one copy of this contract.

## 21 MISCELLANEOUS

- 21.1 The Employee is not permitted to use the Company's Internet or telephone for private purposes. Likewise sending private emails is prohibited.
- 21.2 Working or driving a company car under the influence of alcohol or drugs is strictly prohibited.
- 21.3 The company shall be informed in writing of the loss of your driving licence including information regarding the duration of and reason for said loss. If a driving licence is required to carry out his role the Company reserves the right to terminate the employment contract without notice.
- 21.4 The Company is entitled to save all use of the email system and the Internet in order to monitor adherence to the above provisions using the saved data for a maximum duration of three months.



The undersigned hereby acknowledge that they have read and fully understand the terms of this Agreement, the terms and conditions of which are hereby incorporated and acknowledged by this document.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first below written.

Date: 02.09.2021

Date: 02.09.2022



---

Mr. Kunal Verma  
Country Manager, India  
Hemmersbach India Private Limited

Enclosure:

☐ Annexure A: Job Description

Annexure A

## JOB DESCRIPTION

Position: Service Desk Manager  
Job Family: Admin-Operations  
Reports to: Teamlead-Operations, Manager, Country Manager

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The employee is expected to perform his / her duties as outlined here. The continuity of this contract is dependent upon the fulfillments of the job responsibilities expressed therein. In some circumstances the employee may also be required to perform tasks other than those stated here and is expected to do so with the utmost diligence and professionalism. This shall not affect the remuneration provisions.

For project requirements, the employee might be required to work on project shift duty based on project need. Job

Purpose:

To undertake all administrative tasks and activities in a professional and timely manner and in accordance with all internal process requirements. To adhere to the Hemmersbach Service Delivery Code (SDC) and all other Hemmersbach standards in the corresponding field of service or customer account. To break the company's annual BIG THREE goals down into realizable tasks, which are incorporated into the daily routine Responsibilities and Accountabilities:

- Proactively manage their areas of responsibility, in particular ensuring that Hemmersbach delivers a high level of internal and external customer satisfaction, which also meets the business goals.
- Ensure all work is delivered consistently and in accordance with lead measures and Key Performance Indicators (KPIs).
- Work on day-to-day activities, such as responding to tickets and implementing processes in order to help things run smoothly.
- Communicate with all levels of Hemmersbach Management, which includes producing reports to a high standard in a timely manner with accurate data.
- Proactively improve personal skills to achieve better performance and to improve the quality of daily business.

#### Review of this Job Description

This job description is an indicator of general areas of activity and will be amended in light of the changing needs of the organisation. Additionally, the skill development of every employee in this position will be determined once a year via the categorization and feedback procedure.

I, hereby accept and agree the terms and conditions of employment set out in this Job Description.

02.09.2021

Date: \_\_\_\_\_



## EMPLOYMENT CONTRACT

between

Hemmersbach India Private Limited,  
M/s. Whitefield Area Commerce and Industries Association (WACIA),  
No.40-J, WACIA Road, Mahadevapura post, Bangalore - 560048 a  
Company incorporated under the Companies Act, 2013  
- hereinafter referred to as the “Company” -

and

- ZEBA ANJUM ALIAS ZEBA KHAN

- hereinafter referred to as the “Employee”<sup>1</sup> -

Each of the aforesaid shall hereinafter be referred to individually as a “Party” and collectively as “Parties”.

The following employment contract is concluded:

### 1 COMMENCEMENT OF THE EMPLOYMENT CONTRACT

The employment contract shall commence accordingly.

### 2 PROBATIONARY PERIOD

- 2.1 A probationary period of six (6) months is agreed and shall end on 03.04.2021. An extension of the probationary period may be determined by the Company in its sole and absolute discretion.
- 2.2 The employment contract may be terminated by either party at any time during the probationary period giving a written notice period of one (1) month to the other party or paying the equivalent of one (1) month’s Basic Salary in lieu of such notice.

### 3 TYPE AND SCOPE OF THE ROLE

- 3.1 CHANDU Lis employed as a Service Desk Manager.
- 3.2 The Employee shall work exclusively for the Company and shall perform such duties, functions and responsibilities as are customarily associated with such position and as directed by the Company. The Employee will perform his duties with due care, skill and highest professional standards to the satisfaction of the Company’s management. The duties and responsibilities of the Employee are as set out in the job description as attached in ANNEXURE A.
- 3.3 The nature of the Company’s business requires that the Employee is flexible in his approach to work in order to service its best interests. Accordingly, the Employee agrees that the Company may at any

time vary the position, scope of duties, and responsibilities of the Employee. The Employee may be required to undertake

<sup>1</sup>

References to the masculine form always refer to both male and female employees. For the purposes of simplification the masculine form is used.

different duties or reporting line be changed in order to take into account the changing needs of the Company's business and Employee's role within it.

- 3.4 The Employee is employed to work at the Bangalore site. It is possible that the Employee may be relocated to a different site due to a project at any time for operational reasons. No expenses will be payable to the Employee for relocation/travel etc. for the purposes of joining.
- 3.5 Clauses 3.3 and 3.4 shall not affect the remuneration provisions.
- 3.6 The Employee shall serve the Company faithfully, conscientiously and to the best of his ability and shall promote the interests and reputation of the Company. The Employee will abide by the time schedule and holiday schedule of the Company and will show due commitment and diligence in his work.
- 3.7 The Employee shall place all of his work capacity at the Company's disposal. The Company shall be informed in writing of any secondary employment. Secondary employment which affects the work assignments of the Employee and the legitimate commercial interests of the Company may only be exercised after consent has been given. During the term of this employment contract the Employee may not conclude any business transactions on his own behalf or on account of a third party.
- 3.8 Unless prevented by sickness or disability, the Employee shall devote all of his time, attention, knowledge, energy and skills during normal working hours and at such other times as the Employee's duties and responsibilities may require. The working hours are however to be placed in accordance with Company, client and project requirements. The Employee understands that as the Company works with strong global interactions, there will be a need for meetings, conference calls at different timings and days including holidays.
- 3.9 The Employee is obligated to participate in the improvement and reduction in price of work procedures and distribution procedures.

#### 4 WORKING HOURS

- 4.1 The Employee will place his entire effort, knowledge, and skill in the service of the Company. She shall work a minimum of 40 (forty) hours on five days per week. She is obliged, however, to be available for the Company at any time, as far as the concerns of the Company require, and to attend to its interests without any entitlement to overtime pay or other compensation.
- 4.2 [The Employee is obligated to be available to be on-call or on-standby. The frequency and scope of being oncall / on-standby shall be determined by the department.]
- 4.3 Daily starting and finishing times and breaks shall comply with the respective company operational arrangements. The Company is entitled to make changes to this.

#### 5 REMUNERATION

- 5.1 The Employee shall receive an annual salary in the amount of INR 3,36,000.00 gross. The remuneration is to be paid in Indian Rupees in twelve (12) equal parts.

- 5.2 Payment shall be made on the last day of the month by bank transfer to a bank account of the Employee, details of which shall be given within one (1) week of the conclusion of the contract.
- 5.3 The remunerations paid to the Employee shall be subject to usual statutory and other deductions, including tax and any other contributions normally required to be withheld by an Employer under applicable laws in India.
- 5.4 The Employee shall be solely responsible for paying any taxes direct or indirect, State or local and other obligations and the filing of any required returns or other information relating hereto.
- 5.5 The Employee is obligated to keep the amount of his payments confidential.

## 6 ACCEPTING THIRD-PARTY BENEFITS

The Company is committed to ensuring all business relationships with suppliers and clients are legal and based on professional integrity. The Employee shall strictly adhere to Company's business conduct and Integrity policy and refrain from accepting gifts from Vendors / Suppliers / Customers / Other agencies at all times. The Employee is obligated to immediately inform the Company of any such attempts made towards him.

## 7 OVERTIME/OVERTIME PAY

The Employee is permitted trust-based working hours. In return any overtime worked is compensated in full by salary without any additional entitlement to overtime pay or other compensation.

## 8 INABILITY TO ATTEND TO WORK

- 8.1 Any inability to carry out duties shall be reported to the Country Manager or direct supervisor immediately, as well as the duration and the reason. This must be done between 8:00 a.m. at the earliest and 9:00 a.m. at the latest (sick report).
- 8.2 On the last day of absence from work the Country Manager or direct supervisor shall be informed about when the employee will resume his/her work by phone. This must be done by 4:00 p.m. at the latest (recovery report).
- 8.3 If the Employee is ill for longer than two (2) days, a doctor's note regarding his inability to attend work and the expected duration shall be provided not later than on the third (3) day after the commencement of the inability to work. A new doctor's note shall be submitted on the next working day after the expiry of the expected duration of the inability to attend work as stated in the doctor's note.
- 8.4 If the Employee repeatedly and, despite warnings, fails to inform the Company of his illness and / or fails to present the Company with a doctor's note, the Company is entitled to terminate the employment contract without adhering to a notice period.

## 9 CONTINUED REMUNERATION WHEN UNABLE TO ATTEND WORK

- 9.1 If the Employee is not able to attend work due to illness, he shall be entitled to a maximum of twelve (12) days per annum of paid sick leave.
- 9.2 Accrued sick leave can't be carried over to the next calendar year.
- 9.3 Paid sick leave may not be used to extend a holiday or vacation and once an employee has given notice to quit. Sick leave will not be paid out upon the termination.

- 9.4 If the Employee has the right to claim damages from a third party regarding loss of earnings which he is entitled to because he is unable to attend work, he hereby assigns this right to the Company if his salary continues to be paid while he is unable to attend work.
- 9.5 In accordance with the agreed regulations above, the Employee shall, in particular, immediately provide the Company with all information necessary to enforce their claim for damages.
- 9.6 The Employee is further advised that the Company is entitled to refuse to continue to pay his remuneration if the Employee has not satisfied his obligations arising from section 8 and 9 of this contract.
- 9.7 The Employee shall not be entitled to payment in lieu of not availed sick leave at any time.

## 10 ANNUAL LEAVE

- 10.1 The Employee shall receive 18 (eighteen) working days of annual/privileged leave with full pay per calendar year. If the employment contract is not in force for a whole year, the Employee shall receive 1/12 of his annual leave entitlement for each completed calendar month.
- 10.2 The Company must approve when annual leave is taken. The Employee must request annual leave in good time. Annual leave must be discussed with the Head of Department and must abide by the valid arrangements regarding absence cover in the respective area. Disrupting normal business operations is to be avoided at all costs.
- 10.3 Annual leave must be taken in the current leave year. The leave year begins on January 01st and ends on December 31st. Carrying annual leave over to the next calendar year is only permitted with the consent of the Company. In the event annual leave is carried over, it must be taken by March 31st of the following year at the latest.

Exceptions to this require special management approval.

- 10.4 Upon termination of the Employment (however occasioned) the Employee shall be paid in lieu of any accrued and not availed annual leave to which the Employee becomes entitled during the Employment. Payment for accrued annual leave shall be calculated on the basis of the rate of the Basic Salary. The Annual term shall be calculated exclusive of public holidays.
- 10.5 The Employee is entitled to 7 days of Public Holidays, which are defined as per Company policy. The Company is entitled to change these Public Holidays due to operational reasons at any time.
- 10.6 The Employee shall be entitled to 2 (two) days paid casual leave per calendar year. This leave is available to use as it is accrued. Accrued leave can't be carried over to the next calendar year.
- 10.7 Any leave is subject to approval by the Company and shall be in accordance with the relevant regulations regarding temporary replacements. Interruption of business operations has to be avoided.

## 11 TERMINATION OF THE EMPLOYMENT CONTRACT

- 11.1 As stated in section 1 this employment contract is for a fixed term until 03.10.2022 and shall end on that date without notice having to be given.
- 11.2 On completion of the probation period, either initial, or extended, as the case may be, the Employment of the Employee with the Company will end as defined under clause 1.
- 11.3 Either party can terminate this Agreement with a written notice of two (2) months or two (2) months' salary in lieu of notice. The official notification becomes valid upon arrival of delivery.

- 11.4 In any case of notice, the Company is entitled to release the Employee from work under deduction of any vacation time remaining due up to the expiration of the period of notice.
- 11.5 The right to terminate the Contract extraordinarily remains unaffected. In particular and without prejudice to the generality of the foregoing provision, the Company shall be entitled to terminate the Contract summarily by written notice and without any payment in lieu of notice (but without prejudice to the rights and remedies of the Company for any breach of this Contract of Employment and to the Employee's continuing obligations) in any of the following events:
- (a) If the Employee commits any serious or wilful or persistent breach or breaches of any express or implied term of this Contract.
  - (b) If the Employee commits any serious or wilful or persistent breach or breaches of any express or implied Company policy.
  - (c) If the Company has good reason to believe that the Employee has committed any criminal offence or been guilty of any dishonesty or serious misconduct whether during the performance of his duties or otherwise.
  - (d) If the Employee's petitions for bankruptcy or has a bankruptcy order made against him or applies to take the benefit of any legislation for the relief of insolvent debtors or if he makes any composition with his creditors.
  - (e) If any information relating to the Employee's suitability for Employment by the Company and provided in the course of applying for Employment is found to be materially false or misleading.
- 11.6 A notice by the Employee may be submitted to the Supervisor/Director / Managing Director of the Company.
- 11.7 It is not permitted to terminate the employment contract giving proper notice before the agreed start date.
- 11.8 Upon cessation of this employment contract or in the event that the Company has granted leave from duty, the Employee must immediately and completely release to the Company all documents, objects and data regarding the affairs of the Company, especially keys, badges, telephones, computers, books, models, and recordings of any type including any duplicates for copies in his possession. The Employee acknowledges that all objects and data are the property of the Company and therefore he has no right to retention. If the Company property is not returned, a fee of INR 3,500.00 (three thousand five hundred) shall be deducted from the salary of the Employee.
- 11.9 The employment contract shall cease automatically without notice of termination upon expiry of the month in which the Employee reaches the age of 65 or when a total loss of working capacity is ascertained.

## 12 CONFIDENTIALTY

- 12.1 The Employee is obligated to keep all confidential matters, in particular business and trade secrets of the Company, and companies and persons affiliated with the Company strictly confidential. This obligation shall also continue to persist after the cessation of the employment contract.
- 12.2 All documents relating to the Company or to companies and persons affiliated with the Company, in particular all notes, specifications for tenders and contracts, records, reports, correspondence and similar documents including any copies thereof, all data carriers/data and all items provided to the Employee shall be handled with care and may only be used for business purposes. Removing these items from the business premises or a reproduction of the data/items is prohibited.

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- 14.2 The Employee shall refrain from engaging in any illegal or immoral activities within Company premises as well outside which can bring disrepute to the Company.
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- 14.4 Whilst the Company encourages the use of email and the internet to aid communication and improve efficiency, inappropriate use of these systems can cause serious problems which may involve legal claims against both the Company and individual Employee. In line with the Hemmersbach Group, therefore the Employee agrees to abide by the rules of the Company Policy.

### 15 USE OF EQUIPMENT

The Employee undertakes to comply with the rules of the Company in force from time to time concerning the use of materials, equipment and computer systems of the Company and the Group Companies. The Employee gives his consent to a representative of the Company gaining access to the email of the Employee in case of absence or in order to protect the interest of the Company.

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- 17.1 The Employee agrees to provide the Company with an official document issued by the police or a governmental agency (e.g. criminal record / certificate of good conduct) in order to testify any criminal records as part of a background check. This certificate or at least the confirmation of the request should be presented to the Company at the latest on the first working day.
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- 18.2 If one of the provisions of this contract is or becomes invalid, in whole or in part, this shall not affect the validity of the remaining provisions. In such a case the contract shall be executed as the Parties intended. If the validity of a provision of performance or time is affected, it shall be replaced by the provision permitted by law.

## 19 JURISDICTION

The terms of this Agreement shall be construed in accordance with the laws of India and both parties irrevocably submit to the jurisdiction of the Courts of Bangalore to settle any disputes that may arise in connection with this Employment.

## 20 COPIES OF THIS CONTRACT

The Company and the Employee have each received one copy of this contract.

## 21 MISCELLANEOUS

- 21.1 The Employee is not permitted to use the Company's Internet or telephone for private purposes. Likewise sending private emails is prohibited.
- 21.2 Working or driving a company car under the influence of alcohol or drugs is strictly prohibited.
- 21.3 The company shall be informed in writing of the loss of your driving licence including information regarding the duration of and reason for said loss. If a driving licence is required to carry out his role the Company reserves the right to terminate the employment contract without notice.
- 21.4 The Company is entitled to save all use of the email system and the Internet in order to monitor adherence to the above provisions using the saved data for a maximum duration of three months.

The undersigned hereby acknowledge that they have read and fully understand the terms of this Agreement, the terms and conditions of which are hereby incorporated and acknowledged by this document.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first below written.

Date: 02.09.2021

Date: 02.09.2022



---

Mr. Kunal Verma  
Country Manager, India  
Hemmersbach India Private Limited

Enclosure:

☐ Annexure A: Job Description

Annexure A

## JOB DESCRIPTION

Position: Service Desk Manager  
Job Family: Admin-Operations  
Reports to: Teamlead-Operations, Manager, Country Manager

---

The employee is expected to perform his / her duties as outlined here. The continuity of this contract is dependent upon the fulfillments of the job responsibilities expressed therein. In some circumstances the employee may also be required to perform tasks other than those stated here and is expected to do so with the utmost diligence and professionalism. This shall not affect the remuneration provisions.

For project requirements, the employee might be required to work on project shift duty based on project need. Job

Purpose:

To undertake all administrative tasks and activities in a professional and timely manner and in accordance with all internal process requirements. To adhere to the Hemmersbach Service Delivery Code (SDC) and all other Hemmersbach standards in the corresponding field of service or customer account. To break the company's annual BIG THREE goals down into realizable tasks, which are incorporated into the daily routine Responsibilities and Accountabilities:



- Proactively manage their areas of responsibility, in particular ensuring that Hemmersbach delivers a high level of internal and external customer satisfaction, which also meets the business goals.
- Ensure all work is delivered consistently and in accordance with lead measures and Key Performance Indicators (KPIs).
- Work on day-to-day activities, such as responding to tickets and implementing processes in order to help things run smoothly.
- Communicate with all levels of Hemmersbach Management, which includes producing reports to a high standard in a timely manner with accurate data.
- Proactively improve personal skills to achieve better performance and to improve the quality of daily business.

#### Review of this Job Description

This job description is an indicator of general areas of activity and will be amended in light of the changing needs of the organisation. Additionally, the skill development of every employee in this position will be determined once a year via the categorization and feedback procedure.

I, hereby accept and agree the terms and conditions of employment set out in this Job Description.

02.09.2021

Date: \_\_\_\_\_



Zscaler Softech India Private Limited  
CIN: U72200KA2007PTC043114

**November 09, 2022**

**Harshitha M**  
**Ksfc Layout**  
**Lingarajapuram**  
**Bangalore, Karnataka, 560084**  
**Mobile Number: +91-7483505875**  
**Email ID: harshitha.18bec@cmr.edu.in**

Dear **Harshitha**,

We enjoyed talking to you about the opportunities with ZSCALER SOFTECH INDIA PRIVATE LIMITED (the "Company") and are pleased to offer you the position of **Associate, TAM** reporting to **Tulika Chakraborty, Team Lead, TAM**.

The Company is the leader in cloud security, and you could certainly play an important role in our continued success. Your compensation and benefit package include the following (but is not an exhaustive list of matters to be incorporated into is the Employment Agreement provided with this Offer Letter):

Your monthly base salary (Total Cost-To-Company) will be **INR 50,000 (INR 800,000 annualized)**.

You will be paid a bonus of **INR 200,000** out of which **INR 100,000** will be paid on completion of one year and the remaining **INR 100,000** on completion of second year of your full-time employment with Zscaler.

You shall be entitled to leave and holidays in accordance with the Company's policy as amended from time to time.

You will be employed at our office in **Bangalore, India**.

This offer is contingent and conditional upon:

- The successful completion of a background check and employment verification by an external background screening provider (Sterling Talent Solutions), to the Company's satisfaction. We will provide you with a notification from Sterling Talent Solutions that provides details of this. Whether the outcome is satisfactory will be determined by the Company in its sole discretion
- Proof that you are legally entitled to work in India; and your availability to take up and carry out the role offered to you and not being in breach of or breaching any express or implied terms of any contract, court order or of any other legal obligation binding upon you by virtue of accepting this offer of employment

This offer assumes the following:

- This offer is conditional upon you providing documentary evidence of your eligibility to work in India as per the requirements of the Indian law
- That you would work exclusively for Zscaler (unless authorized otherwise); and
- That all work you would perform during the period of your employment would be the exclusive property of Zscaler

Please find the enclosed copy of the Employment Agreement. If you wish to accept the position, you need to sign the employment agreement, which shall be effective from the employment start date.

**Regd. Office:** Bren Optimus, 3rd floor, 8/2 (BBMP Property I.D. No. 63-159- 8/2), Dr. M.H. Marigowda Road, Dairy Colony, Adugodi, Bengaluru -560029, Karnataka, India | Tel: +91 7204-052718

**Corporate Office:** Netsmartz Square, 2nd & 3rd Floor, Plot No. IT C-09, Sector 67 (IT Park), Mohali, SAS Nagar - 160062, Punjab, India | Tel.: +91 7087-216963

**Worldwide Headquarters:** Zscaler, Inc., 120 Holger Way, San Jose, CA 95134, USA | Tel: +1 408 533 0288

**www.zscaler.com**



Zscaler Softech India Private Limited  
CIN: U72200KA2007PTC043114

**Harshitha**, we look forward to the opportunity to work with you and the prospect of building a fun and exciting company together. Please don't hesitate to call if you have any questions.

If you accept this contingent offer, please sign a copy of this letter as your acceptance of this role with the Company subject to the conditions set out in this offer letter and for your permission for us to arrange the background check. By signing this letter, you consent to all such background investigations and/or reference checks that may be carried out in relation to you by the Company through the background screening provider. If we have not received your acceptance from you within 5 working days, the contingent offer of employment will expire and no longer be open for acceptance. Please also contact me to arrange a time to bring in relevant original documents to confirm your identity and right to work in India.

This letter shall be governed by and construed in accordance with the laws of India. The courts at [Bengaluru/Chandigarh] shall have exclusive jurisdiction to decide any dispute arising out of this letter.

Your acceptance of this contingent offer is required no later than 5 Days, planning for a start date of **November 09, 2022**. We look forward to hearing from you.

For **ZSCALER SOFTECH INDIA PRIVATE LIMITED**

**Jay Chaudhary**

**Chairman & CEO**

Acceptance

I hereby confirm my acceptance to terms and conditions outlined in this letter.

DocuSigned by:

*Harshitha M*

D1017F661BE8458...

**Harshitha M**

November 9, 2022

**Date**

**Regd. Office:** Bren Optimus, 3rd floor, 8/2 (BBMP Property I.D. No. 63-159-8/2), Dr. M.H. Marigowda Road, Dairy Colony, Adugodi, Bengaluru -560029, Karnataka, India | Tel: +91 7204-052718

**Corporate Office:** Netsmartz Square, 2nd & 3rd Floor, Plot No. IT C-09, Sector 67 (IT Park), Mohali, SAS Nagar - 160062, Punjab, India | Tel.: +91 7087-216963

**Worldwide Headquarters:** Zscaler, Inc., 120 Holger Way, San Jose, CA 95134, USA | Tel: +1 408 533 0288

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Zscaler Softech India Private Limited  
CIN: U72200KA2007PTC043114

# EMPLOYMENT AGREEMENT

NOVEMBER 09, 2022

BETWEEN

ZSCALER SOFTECH INDIA PRIVATE LIMITED

AND

Harshitha M

**Regd. Office:** Bren Optimus, 3rd floor, 8/2 (BBMP Property I.D. No. 63-159- 8/2), Dr. M.H. Marigowda Road, Dairy Colony, Adugodi, Bengaluru -560029, Karnataka, India | Tel: +91 7204-052718

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This employment agreement (**Agreement**) is entered into on **November 09, 2022**.

BY AND BETWEEN:

- (1) **Zscaler Softech India Private Limited**, a company incorporated under the provisions of the Companies Act, 1956, having its registered office at Bren Optimus, 3rd floor, 8/2 (BBMP Property I.D. No. 63-159-8/2), Dr. M.H. Marigowda Road, Dairy Colony, Adugodi, Bengaluru – 560029, Karnataka, India hereinafter referred to as the **Company** which expression shall, unless contrary to the context or meaning thereof be deemed to mean its successors in business and permitted assigns); AND
- (2) **Harshitha M**, a citizen of **India**, resident at **Ksfc Layout, Lingarajapuram, Bangalore, Karnataka, 560084, India**.

The Company and the Employee are collectively referred to as the **Parties** and individually as the **Party**.

## 1 Appointment

- 1.1 The Employee shall commence employment with the Company on **November 09, 2022 (Effective Date)** as the **Associate, TAM**.
- 1.2 The Employee shall be bound by the terms and conditions laid down in the Agreement. The Employee will report to **Tulika Chakraborty, Team Lead, TAM**. The Employee's designation and reporting relationship may undergo a change from time to time as may be determined by the Company.
- 1.3 This employment is conditional on the following:
  - (a) the Employee having lawful authority to work in India and providing satisfactory proof to the Company of such authorization. The Employee must also remain legally authorized to work in India throughout his/her employment with the Company, and failure to remain legally authorized to work in India will constitute a just cause for the termination of employment;
  - (b) the timely completion of a background check and employment verification that is satisfactory to the Company in its sole discretion. The Company will conduct the background screening through an external background screening provider. Should any information the Employee has provided be determined as false or material information has been withheld during the recruitment process, this will be considered a breach of the Agreement and the Company may then terminate employment without providing any notice or pay in lieu therefor; and
  - (c) the Employee being free to take up and carry out the role offered to him/her and not being in breach of or breaching any express or implied terms of any contract, court order or of any other legal obligation binding upon the Employee by virtue of accepting this employment.

## 2 Place of Work

The Employee's principal place of employment shall be at our office in **Bangalore, India**. The Employee may be required to: (i) relocate to other locations in India or abroad; and/or (ii) undertake such travel in and outside India, from time to time, as may be necessary in the interests of the Company's business.

## 3 Duties and Responsibilities

- 3.1 The Employee is required to carry out all duties that are normally associated with employment in the Company or for such Group Companies as the Company may direct. Group Companies for the purpose of this Agreement include the Company, its subsidiaries or holding companies and any subsidiary of any holding company that may be formed from time to time. The detailed duties and responsibilities of the Employee are set out in Schedule II of this Agreement.
- 3.2 The Employee agrees to comply with the Company's decision should it consider it necessary or appropriate to change the Employee's job title, reporting relationships, job duties and responsibilities, the legal entity that employs the Employee and the jurisdiction where the Employee is expected to perform his/her duties (despite

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location of his/her residence) on the basis of the Employee's performance or the Company's business requirements. Any such change shall not be deemed to violate the terms of this Agreement or constitute any basis for constructive or involuntary termination of employment, provided that the Employee's Total Cost to Company is not reduced and the Employee's other remuneration for services rendered to the Company is not substantially reduced.

3.3 During the subsistence of this Agreement, the Employee shall devote full working time, attention and energy to the performance of the duties assigned to him/her. The Employee shall not, whether directly or indirectly, be employed, engaged, concerned or interested in any manner whatsoever in any trade, business or profession other than the business of the Company or accept any appointment to any office (including directorships) whether for gain or otherwise without the written consent of the Company. Should the Employee receive written consent under this clause to conduct any such external activity, he/she shall not utilize the assets, resources and time of the Company for such external activities.

3.4 The Employee shall, at all times, be subject to and bound by the policies, rules and regulations of the Company as may be updated from time to time unilaterally by the Company or as may be brought to the notice of the Employee by the Company.

#### **4 Working hours**

4.1 The normal working week shall be 45 hours per week. Normal working time is between 09:00 AM to 06:00 PM. If necessary, as per duties and responsibilities, the Employee shall work additional hours and shifts outside of normal working hours upon approval from management. The Employee shall not be entitled to receive any additional remuneration for work done outside his/her normal hours of work.

#### **5 Compensation and Benefits**

5.1 The Employee is entitled to a monthly base salary (Total Cost to Company) of **INR 50,000** subject to statutory and other deductions. A detailed break-up of the Total Cost to Company, allowances and benefits is annexed as Annexure I of this Agreement. The Employee will be solely liable for his/her personal tax liabilities and the Company makes no assurances that the remuneration has been structured in the most tax efficient manner or tax treatment applicable to certain emoluments, allowances or benefits will continue for the entire term of employment. The remuneration shall be paid in accordance with the Company's normal payroll practices. The breakdown of the Total Cost to Company may need to be revised from time to time in keeping with regulatory developments or otherwise, and the Company will not be liable for any additional tax liability the Employee may face due to such revisions.

5.2 The Employee's compensation will be reviewed periodically by the Company and any increase will be discretionary and subject to and on basis of effective performance and Company results during the period.

5.3 If the Company offers any bonuses or other ad-hoc incomes exceeding the remuneration mentioned in clause 5.1 above, the Employee hereby accepts that these are discretionary payments and, even if they are offered several times no legal claim for future shall arise and they do not create a right to future bonus or other ad-hoc incomes or an increase in Total Cost to Company. The Employee has no automatic entitlement to future Total Cost to Company increases or bonus payments.

#### **6 Leave and Vacation**

The Employee shall be entitled to leave and holidays in accordance with the Company's policy as amended from time to time.

#### **7 Expenses and Deductions**

The Employee is authorized to incur reasonable and necessary expenses in business related travels, lodging and other expenses in the performance of his/her duties under this Agreement, provided such expenses are substantiated. The Company shall pay or reimburse such expenses to the extent the Employee submits vouchers



or other documentation in accordance with the Company's policy. No personal expenses of the Employee shall be borne or reimbursed by the Company.

The Employee agrees and acknowledges that the Company may, subject to applicable laws, at any time during the term of employment or cessation thereof, deduct from the Employee's Total Cost to Company, or final settlement, any amounts owed by the Employee, including but not limited to, any outstanding loans, advances, overpayments or costs incurred by the Company due to any damage or loss to Company property, etc. caused by the Employee.

## 8 Employee Surveillance

The Employee agrees and understands that the Company may use various modes to ensure that the internet, email facilities and other communication systems provided by the Company are used in an appropriate manner. These may include the scanning, reading, inspection, scrutiny of emails sent and received and web sites visited or created by the Employee. The Employee acknowledges that he/she does not have any expectation of privacy when using the Company's resources. For the avoidance of doubt, and for the limited purpose of safeguarding the Company's confidential and proprietary information, the Company shall have the right to monitor any personal e-mail or social media forum that may be accessible to the Employee from the Company including but not limited to Gmail, AOL, Hotmail, Yahoo, Facebook, MySpace, Twitter, etc.

The Company also reserves the right to monitor its employees using various security measures including but not limited to closed circuit television systems. These may be installed on the Company's premises overtly or covertly to ensure that the employees do not participate or propagate any activities which are or could be prejudicial to the Company's business interests or which could bring it into disrepute.

## 9 Term and Termination of Employment

### 9.1 Term

The Employee's employment with the Company will commence on the Effective Date and shall continue until terminated in accordance with this Clause.

### 9.2 Termination

#### (a) Termination with immediate effect:

Notwithstanding anything contained in this Agreement, the Company may terminate the employment contemplated under this Agreement at any time without notice or payment in lieu of notice, for cause including but not limited to:

- (a) inattention or negligence in the performance of duties and obligations under this Agreement;
- (b) repeated failure to comply with lawful directions of the Company and its officers;
- (c) breach of the terms of this Agreement and breach of representations and warranties contained herein;
- (d) unethical business conduct;
- (e) breach of any statutory duty or for any act or omission adversely affecting the goodwill, reputation, credit, operations or business of the Company;
- (f) habitual unauthorised absence or unauthorised absence for a period exceeding 8 days;
- (g) fraud, misappropriation or dishonesty in respect of the Company's property or business;



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- (h) commission of any act not in conformity with discipline or good behaviour or acceptance or offering of illegal gratification;
- (i) any form of harassment, including sexual harassment while employed with the Company.
- (j) habitual neglect of work;
- (k) unauthorised disclosure of any confidential information of the Company; and
- (l) breach of any of the Company's policies.

(b) **Voluntary Resignation**

The Employee may voluntarily resign from employment with the Company at any time on giving prior written notice of 3 months to the Company. The Company may at its sole discretion waive all or part of the notice or allow the Employee to pay in lieu of the notice.

Any resignation would have to be accepted by the Company to become effective. Once accepted, the resignation cannot be withdrawn by the Employee without the express consent of the Company.

(c) **Termination for ill-health**

If the Employee, at any time, is prevented from ill-health or accident or any physical or mental disability from performing his/her duties hereunder, he/she shall inform the Company and supply it with such details as it may be required and if he/she is unable by reason of ill-health or accident or disability, for a period of 3 months or more to perform his/her duties hereunder, the Company may forthwith terminate this Agreement.

(d) **Termination without Cause**

Notwithstanding anything to the contrary herein contained, the Company is entitled to terminate the employment under this Agreement at any time by giving the Employee 1 month's written notice or payment in lieu thereof.

(e) **Handover**

Upon the determination of this Agreement for any reason, the Employee shall immediately hand over responsibilities to such person nominated for that purpose by the Company and shall deliver to such person all such papers, documents, memoranda, notes, records such as may be contained in magnetic media or other forms of computes storage, video tapes (whether or not produced by the Employee) and any copies thereof, charge and credit cards and other property of the Company and the group companies as may be in his/her possession, custody, control or power, including but not limited to any phones, computers, vehicles, etc. provided by the Company. The Employee shall also produce a no-dues certificate from all applicable departments of the Company to this effect.

- (f) The Employee agrees and accepts that any statutory or other 'last in first out' rule or any modification thereof shall not apply in the event of termination of this Agreement for any reason whatsoever.

## 10 **Confidentiality and Intellectual Property**

The Employee agrees and undertakes that:

- 10.1 He/she shall not during the term of this Agreement or thereafter, divulge or make use of any trade secret or confidential information concerning the business of the Company and the Group Companies or any of their dealings, transactions and affairs or any information concerning any of their suppliers, agents, distributors or

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customers which he/she possesses or comes to possess while in the employment of the Company or which he/she may make or discover while in the service of the Company and that he/she shall also use his/her best endeavours to prevent any other person from doing so.

- 10.2 All data, documents, plans, drawings, photographs, reports, statements, correspondence, etc. and technical information, know-how and instructions as well as business details or commercial policies that pass to the Employee or which come to his/her knowledge shall be treated as confidential and he/she shall be bound to keep secret all such confidential matters including papers and documents, computer floppies, CDs or other media containing the same and shall not disclose, communicate, reproduce or distribute the same or copies thereof to anyone except in the course of the rightful discharge of his/her duties towards the Company.
- 10.3 He/she shall not at any time after the termination of this Agreement in any way make known or divulge to any person, firm or body corporate any of the methods, systems or other information of any kind in relation to the affairs of the Company or the Group Companies whether such information is or was acquired by the Employee before commencement of employment with the Company, in the course of employment hereunder or otherwise.
- 10.4 Ownership of all rights to any material and results, and all right, title, and interest in, all work product, improvements, developments, discoveries, proprietary information, trademarks, trade names, logos, art work, slogans, know-how, processes, methods, trade secrets, source code, application development, designs, drawings, plans, business plans or models, blue prints (whether or not registrable and whether or not design rights subsist in them), utility models, works in which copyright may subsist (including computer software and preparatory and design materials thereof), inventions (whether patentable or not, and whether or not patent protection has been applied for or granted) and all other intellectual property throughout the world, in and for all languages, including but not limited to computer and human languages developed or created from time to time by or for the Company or the group companies by the Employee, whether before or after commencement of employment with the Company (the **Intellectual Property**) shall vest in the Company. For the avoidance of doubt, the Company shall have a right to freely develop and alter such material, results, and intellectual property rights and to license and assign them to third parties.
- 10.5 All intellectual property created by the Employee shall be regarded as having been made under a contract of service.
- 10.6 In consideration of employment with the Company, the Employee hereby transfers and assigns in favour of the Company, all rights, title, and interest in and to all the intellectual property, together with the rights to sublicense or transfer any and all rights assigned hereunder to third parties, in perpetuity. The Employee agrees that such assignment shall be perpetual, worldwide and royalty free.
- 10.7 Notwithstanding the provisions of Section 19(4) of the Copyright Act, 1957, such assignment in so far as it relates to copyrightable material shall not lapse nor the rights transferred therein revert to the Employee, even if the Company does not exercise the rights under the assignment within a period of one year from the date of assignment. The Employee further acknowledges and agrees that he/she shall waive any right to and shall not raise any objection or claims to the Copyright Board with respect to the assignment, pursuant to Section 19A of the Copyright Act, 1957. The Employee also agrees to assist and cooperate with the Company in perfecting the Company's rights in the intellectual property.
- 10.8 The Employee shall forthwith communicate to the Company and transfer to it the exclusive benefit of all inventions, discoveries and improvements which he/she may make or discover during the continuance of his/her engagement relating to the Company's trade or business and shall give full information as to the exact mode of working and usage of the same and also all such explanation and instructions, to the officers and workmen of the

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Company as may be necessary to enable them to work the same effectively and shall, at the expense of the Company, furnish it with all necessary plans, drawings and models.

- 10.9 The Employee shall, whenever requested so to do by the Company whether during or after the termination of employment hereunder, at the cost of the Company execute and sign any and all applications, assignments and other instruments which the Company may deem necessary or advisable in order to apply for and to obtain letters, patent, design, registration or other forms of protection for the aforesaid improvements, inventions and discoveries in such countries as the Company may direct and to vest in the Company the whole, right, title and interest therein.

## **11 Non-solicitation**

- 11.1 During the period of employment and for one year following termination of Employee's employment for any reason whatsoever, the Employee shall not, directly or indirectly, (i) solicit, encourage, or induce or attempt to solicit, encourage, or induce any (A) employee, marketing agent, vendor, partner or consultant of the Company to terminate his/her employment, agency, contract or consultancy with the Company, or any (B) prospective employee with whom the Company has had discussions or negotiations within six months prior to Employee's termination of employment, not to establish a relationship with the Company, (ii) induce or attempt to induce any current customer to terminate its relationship with the Company, or (iii) induce any potential customer with whom the Company has had discussions or negotiations within six months prior to Employee's termination of employment not to establish a relationship with the Company.

## **12 Equitable Remedies and Employee Representations**

- 12.1 The Employee agrees and acknowledges that the restrictions contained in this Agreement, including but not limited to clauses 10,11 and 12 are reasonable and necessary for the protection of the business and goodwill of the Company. Accordingly, the rights and obligations under this Agreement shall survive the termination of this Agreement and shall not be extinguished by termination of this Agreement.
- 12.2 The Employee agrees that any breach or threatened breach of the aforementioned clauses is likely to cause the Company substantial and irrevocable damage that is difficult to measure and may not be remedied solely by damages. Therefore, in the event of any such breach or threatened breach, the Employee agrees that the Company, in addition to such other remedies which may be available, shall have the right to obtain an injunction from a court restraining such a breach or threatened breach and the right to specific performance of the provisions of either such clauses, and the Employee hereby waives the adequacy of a remedy at law as a defence to such relief.
- 12.3 The Employee agrees and acknowledges that the restrictions contained Clauses 10,11 and 12 are considered to be reasonable in all the circumstances for the protection of the legitimate interests of the Company and shall be enforceable independently. While the undertakings and agreements under the clauses are considered by the Company and the Employee to be reasonable in all circumstances, if one or more should be held to be invalid as an unreasonable restraint of trade or for any other reason whatsoever by a final adjudication of any tribunal or court of competent jurisdiction, but would have been held valid if part of the wording thereof had been deleted or the period thereof reduced or the range of activities or area dealt with reduced in scope, the said undertakings and agreements shall apply with such modifications as may be necessary to make them valid and effective.

## **13 Warranties**

The Employee confirms and warrants that:

- (a) he/she has carefully read and fully understands all the provisions of this Agreement.



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- (b) he/she has not been arrested, or convicted of, or cautioned for, or charged but not yet tried with any offence or crime, even if he/she is subject to a pardon, amnesty, or other similar legal action and there is no lawsuit, arbitration, administrative or other proceeding or governmental investigation pending or, to the best of the Employee's knowledge, threatened against him.
- (c) by entering into this Agreement or performing any of the obligations under it, he/she will not be in breach of any court order or any express or implied terms of any contract or other obligation binding on him. The Employee further undertakes to indemnify the Company against any such claims, costs, damages, liabilities or expenses which the Company may incur if he/she is in breach of any such obligations.
- (d) in the performance of his/her obligations, the Employee will not utilize or make available to the Company any confidential or proprietary information of any third party or violate any obligation with respect to such information.
- (e) he/she has never been suspended, censured, or otherwise been subjected to any disciplinary action or other proceeding, litigation or investigation by any state or governmental body or agency or any regulatory authority or self-regulatory organisation.
- (f) he/she satisfies the necessary immigration requirements of and is entitled to work in India and will notify the Company immediately if the Employee ceases to be so entitled during his/her employment. The Employee's employment with the Company is conditional on providing the Company with any documents it requires to establish his/her right to work lawfully in India.
- (g) any notice period he/she is required to give or to serve with a previous employer has expired on commencement of employment with the Company and that by entering into or performing any duties for the Company, the Employee will not be in breach of any other obligation binding on him/her. The Employee irrevocably undertakes to indemnify the Company on a continuing basis from and against any loss, liability, damage, costs, and claims which it may suffer or incur arising out of any claim by any other party that in performing his/her duties under this Agreement, the Employee is acting in breach of any obligation he/she owes to such party.

This employment is on the basis that the information submitted by the Employee is complete and correct. The Employee agrees and acknowledges that if it is found that the information submitted is false or incomplete or that the Employee has concealed certain material information which detrimentally impacts the employment with the Company, the Company may terminate employment without providing any notice or pay in lieu thereof.

## 14 Data protection

The Employee hereby confirms that he/she has read and understood the Company's data protection policy and that he/she shall comply with the data protection policy when processing personal data in the course of employment including personal data relating to any employee, customer, client, supplier or agent of the Company or any group company.

The Employee consents to the Company collecting, processing, and handling data, including personal and sensitive personal data, relating to him for legal, personnel, administrative and management purposes. The Employee further

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agrees that the Company may transfer such data to its affiliates or service providers for legitimate business reasons, including but not limited to payroll processing, insurance benefits, etc.

## **15 Compliance with Applicable Laws**

Due to the fact that the Company is part of a multinational group of companies with a parent company in the U.S., the Parties agree that the Employee must comply with all applicable laws relating to the employment, including but not limited to the anti-corruption and anti-bribery provisions in the U.S. Foreign Corrupt Practices Act and The Prevention of Corruption Act, 1988 as well as any applicable export control laws. Without limiting the foregoing, the Employee understands that he/she may not at any time during the employment with the Company, pay, give, provide, or offer, or promise to pay, give, provide, or offer, any money or any other thing of value not legitimately due, directly, or indirectly, to, or for the benefit of:

- (a) any government or public official, political party, candidate for political office, or public international organization; or
- (b) any other person, firm, corporation, or other entity, with the knowledge that some or all of that money or other thing of value will be paid, given, offered or promised to a government or public official, political party, candidate for political office, or public international organization, for the purpose of obtaining or retaining any business, or to obtain any other unfair advantage, in connection with the Company's business.

## **16 Non-waiver**

No delay, failure, or omission on the part of the Company to exercise any of its powers, rights or remedies under this Agreement will operate as a waiver of them nor will any single or partial exercise of any such powers, rights or remedies preclude any further exercise of them.

## **17 Additional Remedies**

Notwithstanding anything contained in this Agreement, the Parties acknowledge that in addition to any remedy available to the Company, whether provided herein or conferred by statute, civil law, common law, custom, trade, or usage, the Company shall be entitled to obtain an injunction against the Employee from a civil court of competent jurisdiction.

## **18 Severability**

If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect. Any invalid or unenforceable provision of this Agreement shall be replaced with a provision which is valid and enforceable and most nearly reflects the original intent of the invalid or unenforceable provision.

## **19 Indemnity**

The Employee, at all times during the course of his/her employment in the Company (and even after the termination of this Agreement with respect to the terms contained herein) agrees to indemnify and keep indemnified the Company, as the case may be, against all losses, damages, claims, interests, costs, expenses, liabilities, proceedings and demands which the Company may suffer or incur or which may be made against the Company as a result of acts or omissions of the Employee during the course of employment.



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**20 Amendments**

No modification or amendment of this Agreement and no waiver of any of the terms or conditions hereof shall be valid or binding unless made in writing and duly executed by both the Parties.

**21 Governing law and disputes**

This Agreement shall be governed by and construed in accordance with the laws of India. The courts at Bangalore shall have the exclusive jurisdiction over all disputes or claims between the Employee and the Company under this Agreement.

This Agreement will be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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## SIGNATORIES

IN WITNESS WHEREOF each of the Parties has executed this Agreement, as of the day and year first above written.

SIGNED AND DELIVERED

For and on behalf of **Zscaler Softech India Private Limited**

A handwritten signature in black ink, appearing to read 'Jay Chaudhary', written over a light blue horizontal line.

**Jay Chaudhary**

**Chairman & CEO**

Acceptance

I hereby confirm my acceptance to terms and conditions outlined in this letter.

DocuSigned by:  
A handwritten signature in black ink, appearing to read 'Harshitha M', written over a light blue horizontal line.  
D1017F661BE8458...  
**Harshitha M**

November 9, 2022

\_\_\_\_\_  
**Date**

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November 09, 2022

Harshitha M  
Ksfcl Layout  
Lingarajapuram  
Bangalore, Karnataka, 560084  
Mobile Number: +91-7483505875  
Email ID: harshitha.18bec@cmr.edu.in

Dear Harshitha,

On behalf of Zscaler, Inc. (the "Company"), we are pleased to inform you of the following:

**Equity Grant: USD 10,000** (the "Value")

Subject to the approval of the Zscaler Board of Directors (or an authorized committee thereof) and following your commencement of employment, you will be granted restricted stock units (RSUs) under our 2018 equity Incentive Plan (the "Plan"), and your number of RSUs will be determined by dividing the above Value by the average of the closing price of the Zscaler's common stock on the Nasdaq Global Select Market for the trading days in the month in which your employment commences, rounded up to the nearest whole share.

The RSUs will be scheduled to vest over a four-year period: Twenty-five percent (25%) of the RSUs will vest on the first Quarterly Vesting Date (as defined in the Plan or your equity award agreement) following the one-year anniversary of your commencement of employment, and twenty-five percent (25%) of the RSUs will vest on each Annual Vesting Date thereafter. On any Annual Vesting Date, RSUs will vest only if you have remained in continuous service with the Company through that date. The grant will be subject to the terms of the Plan and your equity award agreement, which you will receive and be required to execute following the approval of your grant.

You should be aware that the Company can grant the RSUs to you only if it is approved by the Company's Board of Directors (or an authorized committee thereof) and permitted and feasible under the laws of your country. You should also be aware that the RSUs are an additional benefit that may be given to you by the Company and not by the prospective employer or any other subsidiary or affiliate of the Company. Therefore, the RSUs are not part of your employment relationship and are separate from your salary or any other remuneration or benefits provided to you by the prospective employer. This means that any gain you realize from the RSUs will not be included if or when any benefits that you may receive from such employer are calculated, including but not limited to bonuses, severance payments or similar termination compensation or indemnity payments during a notice period or payments in lieu of notice. The Company has the right to change or end the operation of the Plan at any time; as such, the Company is not obligated to grant RSUs or provide any other benefits to you.

You agree to receive any documents related to the Plan by electronic means and to participate in the Plan through an online or electronic system established by the Company or a third party designated by the Company.

**Regd. Office:** Bren Optimus, 3rd floor, 8/2 (BBMP Property I.D. No. 63-159-8/2), Dr. M.H. Marigowda Road, Dairy Colony, Aduodi, Bengaluru -560029, Karnataka, India | Tel: +91 7204-052718

**Corporate Office:** Netsmartz Square, 2nd & 3rd Floor, Plot No. IT C-09, Sector 67 (IT Park), Mohali, SAS Nagar - 160062, Punjab, India | Tel.: +91 7087-216963

**Worldwide Headquarters:** Zscaler, Inc., 120 Holger Way, San Jose, CA 95134, USA | Tel: +1 408 533 0288

[www.zscaler.com](http://www.zscaler.com)



Zscaler Softech India Private Limited  
CIN: U72200KA2007PTC043114

All disputes arising under or relating to the RSUs, or the provisions of this letter will be governed by and construed in accordance with the laws of the state of California, U.S.A. (but not including the choice of laws rules thereof). For purposes of litigating any dispute that arises directly or indirectly from the RSUs or the provisions of this letter, the parties hereby submit to and consent to the exclusive jurisdiction of the state of California, U.S.A. and agree that such litigation shall be conducted only in the courts of Santa Clara County, California, or the federal courts for the United States for the Northern District of California, and no other courts.

Regards,

**Jay Chaudhary**

**Chairman & CEO**

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ACKNOWLEDGED AND AGREED:

DocuSigned by:  
  
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**Harshitha M**

November 9, 2022

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**Date**

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